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CPA 2000-03
PRIVATELY SPONSORED AMENDMENT TO THE

LEE COUNTY COMPREHENSIVE PLAN

THE LEE PLAN

BoCC Adoption Document

Lee County Planning Division
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January 10, 2002

LEE COUNTY
DIVISION OF PLANNING
STAFF REPORT FOR
COMPREHENSIVE PLAN AMENDMENT
CPA 2000-03

✓	**Text Amendment**	✓	**Map Amendment**

✓	This Document Contains the Following Reviews:
✓	**Staff Review**
✓	**Local Planning Agency Review and Recommendation**
✓	**Board of County Commissioners Hearing for Transmittal**
✓	**Staff Response to the DCA Objections, Recommendations, and Comments (ORC) Report**
✓	**Board of County Commissioners Hearing for Adoption**

STAFF REPORT PREPARATION DATE: June 15, 2001

PART I - BACKGROUND AND STAFF RECOMMENDATION

A. SUMMARY OF APPLICATION

1. **APPLICANT:**
   WORTHINGTON OF RENAISSANCE, LLC
   REPRESENTED BY: DANIEL DELISI,
   VANASSE & DAYLOR, LLP

2. **REQUEST:** Amend the Future Land Use Map series, Map 1, the Future Land Use Map, to change the Future Land Use designation from Mixed Use Interchange and General Interchange to Outlying Suburban for approximately 152.37 +/- acres of land generally located in the northwest quadrant of the interchange of I-75 and Daniels Parkway. Subsequently, delete Policy 1.3.6, the Mixed Use Interchange descriptor policy, and reclassify the approximately 2 +/- acres that would remain in the Mixed Use Interchange category as General Interchange. Also, amend the Planning Communities Acreage Allocation Table 1(b), for the Daniels Parkway Planning Community, to remove 68 residential acres from the Mixed Use Interchange category and add 68 residential acres to the Outlying Suburban category.

B. STAFF RECOMMENDATION AND FINDINGS OF FACT SUMMARY

1. **STAFF RECOMMENDATION:** Planning staff recommends that the Board of County Commissioners transmit the proposed plan amendment. There are four actions that would be accomplished through the transmittal of this amendment. They are as follows:

   1. Map 1, the Future Land Use Map, would be amended to change the Future Land Use designation of the 152.37-acre subject property from Mixed Use Interchange and General Interchange to Outlying Suburban. None of the acreage within the Wetlands Future Land Use category is being converted at this time.

   2. The Planning Communities Acreage Allocation Table 1(b) for the Daniels Parkway planning community would be amended to remove 68 residential acres from the Mixed Use Interchange category, and add an unspecified number of acres to the Outlying Suburban residential allocation. Staff estimates that approximately 123 +/- acres will need to be added to the Outlying Suburban allocation to accommodate the same number of dwelling units as the 68 acres of Mixed Use Interchange. The exact acreage that will be added to Outlying Suburban is unsure at this time. The Planning Communities Acreage Allocation Table 1(b) will be amended comprehensively through plan amendment PAT 99-20, and will reflect the land use change made through this amendment.

   3. If this amendment is approved, there would be 2 +/- acres remaining in the Mixed Use Interchange category. These 2 acres would be the only acreage in the County with this land use designation. Staff believes these areas are too small to realistically be developed under the standards of the Mixed Use Interchange category. Staff recommends that these areas should be redesignated to General Interchange. This action is not part of the formal request, but staff believes it is necessary in light of the proposed land use change.

   4. Staff further recommends that Policy 1.3.6, Mixed Use Interchange category descriptor policy, be deleted from the Lee Plan because there would be no other areas in the County designated Mixed Use Interchange if this amendment is approved.

2. **BASIS AND RECOMMENDED FINDINGS OF FACT:**

- The proposed Future Land Use Map change will decrease the potential residential density and non-residential intensity for the subject property.

- The proposed designation of the property as Outlying Suburban would be compatible with the adjacent Outlying Suburban property to the north and west.

- The northern portion of the subject property was formerly designated as Outlying Suburban. It was changed to Mixed Use Interchange during the 1999 amendment cycle.

- The current Mixed Use Interchange designation allows for residential uses as well as a significant amount of non-residential use.

- The proposed land use change will not negatively impact any adopted levels of service for community facilities or infrastructure. In fact, it will lessen the impacts on these facilities.

- The property owner is currently in the process of establishing the subject property as a Uniform Community Development District. This District will be an infrastructure financing tool for the developer. The establishment of the District provides extra protection to ensure that the County will not have to pay the costs associated with any expanded infrastructure that might be necessitated by the development of the property.

- The Daniels Parkway interchange currently contains enough land within the General Interchange areas to adequately serve the traveling public, as required by Objective 1.3 of the Lee Plan. The frontage along Daniels Parkway, south of the subject property, is currently developed with uses that serve the traveling public. The other three quadrants of the Daniels interchange are also designated General Interchange and could accommodate uses that would serve the traveling public.

- The applicant has immediate plans to develop the subject property as a residential golf course community if the proposed amendment is adopted. The subject property is undergoing rezoning to Residential Planned Development concurrent with this application. This amendment is necessary to accommodate the proposed plan of development for the property.

C. BACKGROUND INFORMATION

1. COMPREHENSIVE PLAN AND ZONING BACKGROUND

In 1984, Lee County adopted its first official Future Land Use Map (FLUM) as an integral part of its comprehensive plan. On that map, the subject property was designated General Interchange, Rural, and Resource Protection (now Wetlands). In 1987, a corridor study was completed for Daniels Parkway. Through the adoption of that study, the Rural portions of the subject property were converted to Outlying Suburban. In 1988, the majority of the subject property was rezoned to CPD, and the Danport Center DRI was established. The Danport Center was proposed to be a regional mall site with 1,800,000 square feet of mixed commercial development and a hotel. The regional mall, however, was never developed and the Danport Center DRI was abandoned in August of 1998. Then during the 1999 Lee Plan amendment cycle, the subject property was converted from General Interchange and Outlying Suburban to the newly created Mixed Use Interchange category. Concurrent with the 1999 plan amendment, most of the subject property was rezoned to a Mixed Use Planned Development that was designed to meet the requirements of the newly created Mixed Use Interchange land use category. This rezoning accommodated 500 dwelling units, 235,000 square feet of office, 40,000 square feet of retail uses, and 300,000 square feet of industrial uses. This zoning was approved in April of 2000, is still active, and could potentially be developed with these uses today. Currently, the property that is the subject of this request is mostly within the Mixed Use

Interchange land use category (129 acres), but it also contains approximately 2 acres of General Interchange and approximately 22 acres within the Wetlands category.

2. EXISTING CONDITIONS

SIZE OF PROPERTY: The subject area is approximately 152.37 acres in size.

PROPERTY LOCATION: The subject property is generally located in the northwest quadrant of I-75 and Daniels Parkway.

CURRENT ZONING: MPD, AG-2, and CPD.

CURRENT FUTURE LAND USE CLASSIFICATION: The subject property is currently designated Mixed Use Interchange, General Interchange, and Wetlands Future Land Use categories.

3. INFRASTRUCTURE AND SERVICES

SEWER: The subject property is within the Lee County Utilities Wastewater Franchise area. The subject property will be served by the City of Fort Myers' South Wastewater Treatment Plant, through an interlocal agreement. The plant currently has the capacity to serve the subject property. In terms of sewer infrastructure, Lee County Utilities currently has a 16-inch force main on Daniels Parkway and a lift station on Skyport Avenue to serve the subject property. Lee County Utilities staff have indicated that they do not have any objection to the proposed amendment since it will result in a reduction in development intensity.

WATER: The subject property is within the Lee County Utilities Water Franchise area, and would be served by Lee County Utilities' Corkscrew Water Plant, which currently has available capacity to serve the subject property. In terms of water infrastructure, Lee County Utilities currently has a 30-inch water main on Daniels Parkway and a 10-inch water main on Mall Loop Road. Lee County Utilities staff have indicated that they do not have any objection to the proposed amendment since it will result in a reduction in development intensity.

FIRE: Fire/Rescue service is provided by the South Trail Fire Protection and Rescue Service District. South Trail District staff have indicated that the proposed amendment should have no additional impacts on their services because it will result in a reduction in development intensity. There is a fire substation located directly across the Daniels Parkway that would serve the subject property. The District is also planning for construction of a new substation to be built about 3 miles east of the subject property.

TRANSPORTATION: The subject property currently has access from Daniels Parkway, via Mall Loop Road. The property also has access from Palomino Lane.

SOLID WASTE FRANCHISE: Solid waste disposal is provided by Florida Recycling Services. This company has confirmed that they will be able to provide service to the subject property. Once collected, combustible waste will be sent to the County's Waste to Energy Facility and non-combustible waste will be sent to the Gulf Coast Landfill. If fully developed under the proposed Future Land Use category, the subject property could be expected to generate approximately 3.46 tons per day of solid waste. This figure will be less than what could be generated under the existing Future Land Use designation, because the subject property would accommodate fewer residents and significantly less commercial and industrial development if this map amendment is adopted. The Lee County Waste to Energy Facility currently has sufficient capacity to handle this potential volume of solid waste.

PART II - STAFF ANALYSIS

A. STAFF DISCUSSION

INTRODUCTION

The applicant, Worthington of Renaissance, LLC, represented by Daniel DeLisi, is requesting a Future Land Use Map amendment from Mixed Use Interchange and General Interchange to Outlying Suburban for 152.37 acres of land. The applicant is also requesting an amendment to Table 1(b), Planning Community Year 2020 Allocations for the Daniels Parkway Planning Community, to remove 68 acres from the Mixed Use Interchange category and add 68 acres to the Outlying Suburban category. The property is generally located in the northwest quadrant of Daniels Parkway and I-75. If the amendment is approved, the area would change from a mix of residential, commercial, and industrial uses to a predominantly low-density residential area, with some limited commercial uses.

SUMMARY OF REQUEST

According to the application, the summary of the request is as follows:

> *"Convert 129.04 +/- acres of Mixed Use Interchange, 1.95 acres of General Interchange, and 22.15 acres of Wetlands to Outlying Suburban. The result will be a reduction in intensity by converting these commercial areas to residential, and decreasing the allowed residential intensity."*

Staff believes that the request will also necessitate modifications to the Planning Communities Acreage Allocation Table 1(b) to remove the 68 residential acres from the Mixed Use Interchange category, and add an unspecified number of acres to the Outlying Suburban residential allocation. Staff estimates that approximately 123 +/- acres will need to be added to the Outlying Suburban allocation to accommodate the same number of dwelling units as the 68 acres of Mixed Use Interchange. The exact acreage that will be added to Outlying Suburban is unsure at this time. The Planning Communities Acreage Allocation Table 1(b) will be amended comprehensively through plan amendment PAT 99-20, and will reflect the land use change made through this amendment.

Through the review of this amendment application, staff discovered that the requested change would also necessitate other minor changes to the Lee Plan that should be addressed at this time. If the proposed plan amendment is adopted, it will leave approximately 2 acres in the Mixed Use Interchange category. These would be the only lands remaining in the County so designated, and because the two acres are divided into three smaller areas, they would not realistically be developable under the standards of the Mixed Use Interchange category. So, as part of this amendment, staff is recommending that the request be augmented to redesignate the remaining 2 +/- acres of Mixed Use Interchange as General Interchange. Staff also recommends that the request be augmented to include the removal of Policy 1.3.6, the Mixed Use Interchange descriptor Policy, from the Lee Plan.

The applicant has requested that 22.15 acres within the Wetlands Future Land Use category be converted to Outlying Suburban as part of this request. Staff does not agree that the redesignation of Wetlands should be a part of the formal request for several reasons. The applicant has confirmed that the actual acreage of jurisdictional wetlands on the property is approximately 26.29 acres. This figure is different from the 22.15 acres that are currently designated Wetlands on the Future Land Use Map. Generally, when privately-initiated plan amendments include areas designated Wetlands on the Future Land Use Map, the Wetland boundaries on the map are modified administratively by staff to reflect the boundaries delineated in the jurisdictional wetlands determination. This procedure is consistent with Objective 1.5 of the Lee Plan which requires the County to designate on the Future Land Use Map those lands that are identified as Wetlands through the use of the unified state delineation methodology. This procedure is also consistent with Lee Plan Chapter XIII.b.A.2.b, "Administrative Interpretations of the Lee Plan."

COMPARISON OF DEVELOPMENT POTENTIAL

As noted above, the majority of the subject property is currently designated Mixed Use Interchange. The Mixed Use Interchange category allows a density of up to 5 dwelling units per acre. The Mixed Use Interchange areas of the subject property (151 acres) could, therefore, accommodate up to 755 residential dwelling units. This is assuming that there are no jurisdictional wetlands on the property. Staff notes, however, that the property does contain jurisdictional wetlands, and that their presence would reduce the allowable density on the property. The remaining two acres of the property are within the General Interchange category, which would not permit any dwelling units.

The Mixed Use Interchange land use category also allows for a significant amount of commercial and/or industrial development. The land use category provides that at least 40 percent of the gross usable land area will be developed with commercial and/or industrial uses. The subject property contains approximately 153 total acres, therefore, 40 percent of the subject property would be 181.2 acres (or 7,893,072 square feet). The land use category also provides that non-residential uses must be constructed in a manner such that the total building area does not exceed 20 percent of the total land area used for non-residential uses. Staff calculates that 20 percent of 7,893,072 square feet would be 1,578,614 square feet. This is the maximum building area that could potentially be used for commercial or industrial uses on the subject property. These non-residential uses would be in addition to the 755 residential units that could also be developed on the subject property under the existing land use category.

Under the proposed amendment, the subject property would contain 153 acres within the Outlying Suburban category, which allows a maximum density of 3 dwelling units per acre. Under this density, the property could potentially accommodate 459 total dwelling units. Again, this is assuming that there are no jurisdictional wetlands on the property, which staff confirms is not the case. The presence of jurisdictional wetlands would further reduce the allowable density.

In terms of non-residential uses that could potentially be developed under the Outlying Suburban designation, staff notes that commercial and industrial uses would be limited. Commercial uses are limited to Neighborhood Centers, which staff has generally interpreted as less than 100,000 square feet of building area on 10 acres or less. Industrial uses are not permitted in the Outlying Suburban category.

In summary, staff believes that the proposed amendment will represent a reduction in potential residential units (459 versus 755). Staff also believes that the proposed amendment will represent a significant reduction in the non-residential potential of the property (1,578,614 square feet versus 100,000 square feet). The reduction in residential density and non-residential intensity will result in a reduction in the total impacts to public services that could otherwise occur under the existing land use category.

POPULATION ACCOMMODATION

Under the current land use designations, approximately 755 dwelling units could be constructed on the property. These dwelling units would accommodate 1,577 persons on the Future Land Use Map (755 dwelling units x 2.09 persons per dwelling unit). The population accommodation capacity of the subject property under the current Future Land Use designation is 1,577 persons.

Under the proposed land use category, approximately 459 dwelling units could be constructed on the subject property. These dwelling units would accommodate 959 persons on the Future Land Use Map (459 dwelling units x 2.09 persons per dwelling unit). The population accommodation capacity of the subject property under the proposed Future Land Use designation is 959 persons.

The proposed Future Land Use Map change will decrease the population accommodation of the Future Land Use Map by 618 persons. Staff would point out, however, that prior to the 1999 plan amendment that changed this property to Mixed Use Interchange, the subject area accommodated no dwelling units or persons.

ADJACENT ZONING AND LAND USES

Surrounding Zoning

The subject property is currently zoned MPD, which would allow 500 residential units, 235,000 square feet of office uses, 40,000 square feet of retail uses, and 300,000 square feet of industrial uses. To the north of the subject property is AG-2 zoning, which is currently in the process of being rezoned to RPD. To the south of the subject property is active CPD zoning. To the east of the subject property is a narrow strip of vacant parcels zoned MPD and CPD, which is currently inthe process of being rezoned to RPD. To the west of the subject property is Palomino Lane, then AG-2 and RPD zoning.

Surrounding Land Uses

The existing use of the subject property is mostly vacant land, with the exception of four single-family homes. To the north of the subject property is an undeveloped area designated Outlying Suburban. The redesignation of the subject property as Outlying Suburban will be compatible with the lands to the north. The lands to the north will also be under the same unified plan of development as the subject property. South of the subject property is an area of existing and future commercial properties designated General Interchange. As stated above, the areas to the south are zoned CPD. This area already contains 2 convenience stores with gas pumps, two restaurants, and hotel. These uses near Daniels Parkway serve the needs of the traveling public as required by Objective 1.3 of the Lee Plan, which describes the interstate interchange areas. To the east of the subject property is a narrow strip of vacant land that is designated General Interchange. Under this land use category, the property could potentially develop with a wide variety of tourist commercial, general commercial, or light industrial/commercial uses. To the west of the subject property is Palomino Lane. West of Palomino Lane is an area designated Outlying Suburban that is characterized by low density residential uses. The proposed conversion of the subject property to Outlying Suburban would be compatible with the land use to the west.

IMPACTS TO SERVICES

Planning staff and the applicant solicited comments from various public community service and facilities providers to determine the impact that the proposed amendment would have on their ability to provide service to the area. The comments that were received have been attached to this report. In addition to the impacts to water, sewer, fire, and solid waste discussed previously, staff has highlighted the impacts to additional public services.

Transportation

Lee County Department of Transportation (DOT) staff have reviewed the proposal and provided written comments dated May 1, 2001. Their comments state that they have no objection to the proposed amendment because "this proposed change will decrease traffic from the study area." Planning staff agrees with the assessment provided by DOT because the proposed amendment will result in a slight reduction in residential density and a significant reduction in non-residential intensity. Staff had concerns about the 1999 plan amendment that designated the subject property as Mixed Use Interchange because of the potential traffic impacts that the potential commercial and industrial areas would have on Palomino Lane and Daniels Parkway. These impacts will be much lower if the property is redesignated as Outlying Suburban.

Emergency Management - Hurricane Evacuation/Shelter Impacts

Lee County Emergency Management staff have reviewed the proposal and provided written comments dated February 23, 2001. This letter provides that the subject property is within the Category 4 and 5 Hurricane Evacuation Zones. This area will not receive storm surge flooding from a Category 3 hurricane, therefore, this area is exempt from the requirements of Land Development Code Section 2-481 through 2-486 that require shelter and evacuation route impact mitigation for residential developments. Any new residential development on the site in excess of 50 dwelling units will be required to submit an emergency preparedness plan at the time of development order application.

School Impacts
Staff of the School District of Lee County have reviewed the proposal and provided written comments dated September 7, 2000. According to the School District staff, the proposed amendment would reduce the potential school impacts by approximately 8 students and one classroom in comparison with the existing land use category. Despite the reduction in school impacts resulting from this map amendment, the development of the subject property would still create impacts to the School District when the property is actually developed. These impacts could be addressed during the rezoning process.

Mass Transit
The subject property is served by Lee Tran Route 85. The Lee Tran web site summarizes Route 85 as follows:

> *"Route 85 is an hourly route that serves several residential areas: SWI Airport, Danport Centre, Gulf Coast Hospital, Bell Tower, Lakes Park, Health Park, and Summerlin Square. This route has direct connection with the Park-n-Ride Trolley to Fort Myers Beach at Summerlin Square."*

Staff notes that Route 85 specifically serves the Danport Centre, which is the former name for the subject property. The Route schedule indicates that Lee Tran stops at the subject property every hour, from 6:10 a.m. to 10:25 p.m., Monday through Saturday. On Sunday, Lee Tran stops at the subject property every two hours between 7:28 a.m. and 9:28 p.m.

Community Parks
The subject property is located in Park Impact Fee District 4. The Lee Plan sets out a regulatory level of service and a "desired" level of service for community parks. The regulatory level of service is currently 0.8 acres per 1,000 permanent residents in the unincorporated area of each district. The "desired" level of service was increased in 1996 to 1.75 acres per 1,000 permanent residents in the unincorporated area of each district, and was increased again in 1998 to 2.00 acres per 1,000 permanent residents in the unincorporated area of each district. According to the Concurrency Management Inventory and Projections the district will meet the basic regulatory standard for level of service through the Year 2005. The district, however, has not met the "desired" standard since 1997.

The applicant has provided that the proposed amendment will not increase residential units over what has already been approved via the 1999 land use map amendment, therefore, the proposed amendment will not negatively impact community parks level of service. The applicant has also provided that the proposed development scenario for the property will include significant open space and recreational opportunities in the form of a golf course and other recreational opportunities.

Staff would also point out that the property owner is in the process of establishing the property as a Uniform Community Development District (UCDD). Once this district has been established, it will ensure that any necessary improvements to most public facilities, infrastructure and services, including parks and recreation, will be fully financed by the developer of the property. Additional staff discussion about the Renaissance UCDD is provided later in the following paragraph.

Impacts to Services Conclusion
Given that the proposed land use change would result in a decrease in the potential number of residential units, as well as the elimination of a significant amount of potential commercial and industrial area, staff believes that the proposed amendment would generally reduce the impacts to public services created by the future development of the property.

The subject property is within the Privately Funded Infrastructure Overlay as shown on Map 1 (Page 2 of 4) of the Lee Plan. According to Objective 3.1, that describes the overlay, these areas will be permitted to develop with urban-level densities because the necessary infrastructure and service improvements will be provided by the developer through a variety of methods, including the establishment of community development districts. Once established, a community development district serves to manage and finance its basic infrastructure systems, facilities, and services within its boundaries pursuant to the Uniform Community Development District Act of Florida, Chapter 190, Florida Statutes and Rule 42-1, Florida Administrative Code. This removes the burden of providing increased services and infrastructure from the County and places it upon the developer of the area in question. The property owner in this case is currently in the process of establishing the subject property as a Uniform Community Development District (UCDD). The property owner has already submitted one petition for the establishment of a UCDD that would cover the provision of basic infrastructure within the subject property. As of the drafting of this report, staff has reviewed the petition and recommended approval of the UCDD. The final decision on the establishment of the UCDD will be made by the Board of County Commissioners in the near future. The property owner has also indicated to staff that they will submit another UCDD petition in the near future that will cover parks and recreation, security, and waste collection and disposal. Staff anticipates that this UCDD petition will be submitted and approved prior to the final adoption of this amendment.

VEGETATION AND WILDLIFE
The 153-acre site contains a wide variety of FLUCCS classifications, as shown on the Species survey map with FLUCCS communities provided by Boylan Environmental Consultants. The dominant feature of the site is improved pasture (90 acres). There are also several impacted FLUCCS categories present. There are, however, some indigenous communities on the property. The site contains 11.95 acres of pine-melaleuca with scattered saw palmetto, 1.31 acres of pine melaleuca wetlands, and 1.56 acres of cypress, all of which are considered indigenous. Through the planned development rezoning process, the developer will have to meet the indigenous preserve requirement as provided in the Land Development Code. The proposed plan amendment will not result in any additional impacts beyond what would be permitted under the existing land use category.

The applicant has provided a wetlands jurisdictional map for the subject property. This map shows the Army Corps of Engineers and South Florida Water Management District jurisdictional wetlands for the entire 542 +/- acre Worthington of Renaissance property. The area depicted on the map is much larger than the boundaries of the subject property. Staff confirms with the applicant that there are approximately 26.29+/- acres of jurisdictional wetlands on the subject property. This figure is slightly more than the 22.15 acres currently designated Wetlands on the Future Land Use Map. The Wetland boundaries will be modified administratively to reflect the jurisdictional wetlands determination provided by the applicant.

The species survey of the property, conducted by Boylan Environmental Consultants, shows the presence of 1 Big Cypress Fox Squirrel Nest, 2 foraging wood storks, and 5 abandoned woodpecker cavity trees. No other species were found on the property.

DRAINAGE AND SURFACE WATER MANAGEMENT

The subject property is located within the Six Mile Cypress Watershed. According to Lee County Division of Natural Resources staff, this property is a vital link between I-75 and the Six Mile Cypress Slough. The subject property accommodates drainage from lands east of I-75 through a 4' x 6' box culvert. The flow generally moves east to west across the subject property and into the North Cross Creek sub-watershed. The existing channel sections north of Cross Creek Estates and through the proposed Danforth RPD have been modified to accommodate the surface water flow model for this property. Through the ongoing rezoning process for the Renaissance South RPD, the developer is working with the South Florida Water Management District to recreate the flow ways through and west of the site, which will enhance the regional water management system. To accommodate flows from the Renaissance project and lands to the east, the flow ways proposed through this area have been designed as 10-foot deep ditches with varied side slopes and bottom width. Weirs will be placed on the east side of Palomino Lane in the ditch. The proposed weirs will substantially improve water quality through the ditch system by providing retention of some runoff after a long dry period, when runoff water quality would be the worst.

APPROPRIATENESS ANALYSIS

Staff believes that the request to redesignate the 152 +/- acre site from Mixed Use Interchange and General Interchange to Outlying Suburban is an appropriate action in light of the factors discussed in this report. Staff believes the amendment is appropriate for the following reasons:

- The proposed Future Land Use Map change will decrease the potential residential density and non-residential intensity for the subject property.

- The proposed land use category will result in reduced impacts to public facilities and services as compared with the existing land use category

- Typical interchange uses, such as those that serve the traveling public, are already existing at the Daniels/I-75 interchange, and more specifically, within this quadrant of the interchange. Also, this quadrant of the interchange will still contain approximately 40 acres of land designated General Interchange that could potentially be developed as commercial uses to serve the traveling public. Additionally, there are vacant lands within the General Interchange areas at the other quadrants of the interchange that could be used to serve the traveling public.

- The areas immediately to the north and west of the subject property are currently designated Outlying Suburban. If the subject property is changed to Outlying Suburban, it would be compatible with the adjacent land use category.

- The developer has proposed a specific development scenario through the rezoning process. This is not a case of speculative land use planning.

- The loss of potential industrial land can be accommodated in the vacant Airport Commerce lands east of I-75.

B. CONCLUSIONS

Staff concludes that the proposed land use change is justified, as provided in this report. Staff concludes that the proposed Outlying Suburban designation is consistent with the Lee Plan and is appropriate at the subject location.

C. STAFF RECOMMENDATION

Staff recommends that the Board of County Commissioners transmit the proposed plan amendment. Staff's recommendation contains four sub-recommendations as follows:

1. Staff recommends that Map 1, the Future Land Use Map, be amended to change the future land use designation of this parcel from the Mixed Use Interchange and General Interchange land use categories to the Outlying Suburban land use category. The areas of the subject property that are within the Wetlands Future Land Use category will be modified administratively to reflect the jurisdictional wetland boundaries as provided by the applicant. This will result in an increase in Wetland acreage on the property from 22.15 to 26.29.

2. Staff recommends that the Planning Communities Acreage Allocation Table 1(b) for the Daniels Parkway planning community be amended to remove 68 residential acres from the Mixed Use Interchange category. The land use category change will necessitate the addition of some residential acreage into the Outlying Suburban allocation, which staff estimates will be approximately 123 +/-. The exact acreage that will be added to the Outlying Suburban category is, however, subject to change through plan amendment PAT 99-20 which takes a more comprehensive look at the Planning Communities Acreage Allocation Table 1(b).

3. Staff recommends that the 2 +/- acres remaining in the Mixed Use Interchange category be redesignated to General Interchange. This action is not part of the formal request, but staff believes it is necessary in light of the proposed land use change.

4. Staff further recommends that Policy 1.3.6, the Mixed Use Interchange category descriptor policy, be deleted from the Lee Plan because there will be no other areas in the county designated Mixed Use Interchange if this amendment is approved. The proposed language change is as follows:

~~**POLICY 1.3.6:** The Mixed Use Interchange District areas are intended to provide opportunities for a wide range of light industrial, office, and retail commercial uses, accompanied by a viable residential component to facilitate the internal capture of trips through on-site shopping and job creation. The residential uses in this category are to be transitional with existing and future residential uses abutting this land use district to promote compatibility with adjacent residential uses. The maximum residential density, of 5 units per acre, for this category is calculated on the upland acreage of the entire project including both residential and non-residential areas. Policy 6.1.2.2 does not apply to this interchange district. Commercial and residential uses shall meet the following criteria in this district.~~

~~1. In order to implement the standards of this district, Mixed Use Planned Development (MPD) zoning is required.~~

~~2. Residential uses in this category will serve as a transition between the intense non-residential uses within the interchange area and existing or potential residential uses on properties outside of the interchange category. To preserve the intent of the interchange designation, uses serving the traveling public are required within 330 feet of the arterial road creating the interchange.~~

~~3. To insure viable residential uses and to provide for employment and shopping opportunities for residential uses developed on site the following minimum acreage percentages are required:~~

- ~~45 percent of the gross usable land area will be developed with residential uses, and~~
- ~~40 percent of the gross usable land area will be developed with commercial and/or industrial uses.~~

~~4. Non-residential uses will be constructed in a fashion such that the total building area does not exceed 20% (0.2 FAR) of the total land area used for non-residential uses. Development intensities may be more or less than a floor area ratio (FAR) of 0.2 on individual parcels, as long as the project's average FAR for non-residential uses does not exceed 0.2.~~

~~5. Bicycle & Pedestrian facilities will be provided throughout the development. Connections between all uses are required to facilitate these alternative modes of transportation. When possible, connections to developments adjacent to the MPD will be provided.~~

~~6. Vehicular connections between residential and non-residential uses will be provided to facilitate the internal capture of trips. When possible, connections to developments adjacent to the MPD will be made to provide alternative access to the non-residential components of this development other than the arterial creating the interchange with I-75.~~

~~7. Landscaping requirements shall be increased in this land use category to help promote a pedestrian ambiance. The following requirements shall supplement the minimum standards of the Lee County Land Development Code Section 10-415.~~

- ~~Multi-family developments shall provide 1.5 trees per 3,000 S.F.~~
- ~~Non-residential uses shall provide 1.5 trees per 3,500 S.F.~~
- ~~Landscaping for internal parking areas shall be 15% of the total paved surface area.~~
- ~~An average fifty foot buffer strip which includes a minimum of 7 trees and 30 shrubs per 100 lineal feet and a double staggered hedge will be provided along the I-75 corridor. It is desired that existing native vegetation be retained and augmented to meet this standard.~~

~~If any facility deficiencies may result from the application of this district, commitments shall be provided at the time of zoning to insure that necessary improvements will be in place to support the proposed uses.~~

PART III - LOCAL PLANNING AGENCY REVIEW AND RECOMMENDATION

DATE OF PUBLIC HEARING: June 25, 2001

A. LOCAL PLANNING AGENCY REVIEW

Planning staff and the applicant both gave brief summaries of the proposed amendment. One member of the LPA questioned the location of the remaining Mixed Use Interchange land that staff had recommended to be converted to General Interchange. In response, the applicant pointed out these areas on a map. The LPA provided no further discussion of the proposed amendment.

B. LOCAL PLANNING AGENCY RECOMMENDATION AND FINDINGS OF FACT SUMMARY

1. **RECOMMENDATION:** The LPA recommended that the Board of County Commissioners transmit this amendment as proposed by staff.

2. **BASIS AND RECOMMENDED FINDINGS OF FACT:** The LPA accepted the findings of fact as advanced by staff.

C. VOTE:

NOEL ANDRESS	**AYE**
SUSAN BROOKMAN	**AYE**
BARRY ERNST	**AYE**
RONALD INGE	**ABSENT**
GORDON REIGELMAN	**AYE**
VIRGINIA SPLITT	**ABSENT**
GREG STUART	**AYE**

PART IV - BOARD OF COUNTY COMMISSIONERS
HEARING FOR TRANSMITTAL OF PROPOSED AMENDMENT

DATE OF TRANSMITTAL HEARING: August 29, 2001

A. BOARD REVIEW: Staff provided a brief presentation on the proposed amendment. The Board of County Commissioners provided no discussion.

B. BOARD ACTION AND FINDINGS OF FACT SUMMARY:

1. **BOARD ACTION:** The Board voted to transmit the proposed amendment as recommended by staff and the LPA.

2. **BASIS AND RECOMMENDED FINDINGS OF FACT:** The Board accepted the findings of fact as advanced by staff.

C. VOTE:

JOHN ALBION	**AYE**
ANDREW COY	**AYE**
BOB JANES	**AYE**
RAY JUDAH	**AYE**
DOUG ST. CERNY	**AYE**

PART V - DEPARTMENT OF COMMUNITY AFFAIRS OBJECTIONS, RECOMMENDATIONS, AND COMMENTS (ORC) REPORT

DATE OF ORC REPORT: November 21, 2001

A. DCA OBJECTIONS, RECOMMENDATIONS AND COMMENTS

The Department of Community Affairs provided no objections, recommendations, or comments on the proposed amendment.

B. STAFF RESPONSE

Adopt the amendment as transmitted.

PART VI - BOARD OF COUNTY COMMISSIONERS
HEARING FOR ADOPTION OF PROPOSED AMENDMENT

DATE OF ADOPTION HEARING: January 10, 2002

A. BOARD REVIEW: The Board of County Commissioners provided no discussion on the amendment. The item was considered as part of the consent agenda.

B. BOARD ACTION AND FINDINGS OF FACT SUMMARY:

1. **BOARD ACTION:** The Board of County Commissioners voted to adopt the amendment as previously transmitted. This item was voted on as part of the Board's consent agenda.

2. **BASIS AND RECOMMENDED FINDINGS OF FACT:** The Board accepted the findings of fact as advanced by staff.

C. VOTE:

JOHN ALBION	**AYE**
ANDREW COY	**ABSENT**
BOB JANES	**AYE**
RAY JUDAH	**AYE**
DOUG ST. CERNY	**AYE**

CPA 2000-03
PRIVATELY SPONSORED AMENDMENT TO THE

LEE COUNTY COMPREHENSIVE PLAN

THE LEE PLAN

BoCC Adoption Document
for the
January 10, 2002 Public Hearing

Lee County Planning Division
1500 Monroe Street
P.O. Box 398
Fort Myers, FL 33902-0398
(941) 479-8585

November 21, 2001

LEE COUNTY
DIVISION OF PLANNING
STAFF REPORT FOR
COMPREHENSIVE PLAN AMENDMENT
CPA 2000-03

☑ **Text Amendment** ☑ **Map Amendment**

✓	This Document Contains the Following Reviews:
✓	Staff Review
✓	Local Planning Agency Review and Recommendation
✓	Board of County Commissioners Hearing for Transmittal
✓	Staff Response to the DCA Objections, Recommendations, and Comments (ORC) Report
	Board of County Commissioners Hearing for Adoption

STAFF REPORT PREPARATION DATE: June 15, 2001

PART I - BACKGROUND AND STAFF RECOMMENDATION

A. SUMMARY OF APPLICATION

1. **APPLICANT:**
   WORTHINGTON OF RENAISSANCE, LLC
   REPRESENTED BY: DANIEL DELISI,
   VANASSE & DAYLOR, LLP

2. **REQUEST:** Amend the Future Land Use Map series, Map 1, the Future Land Use Map, to change the Future Land Use designation from Mixed Use Interchange and General Interchange to Outlying Suburban for approximately 152.37 +/- acres of land generally located in the northwest quadrant of the interchange of I-75 and Daniels Parkway. Subsequently, delete Policy 1.3.6, the Mixed Use Interchange descriptor policy, and reclassify the approximately 2 +/- acres that would remain in the Mixed Use Interchange category as General Interchange. Also, amend the Planning Communities Acreage Allocation Table 1(b), for the Daniels Parkway Planning Community, to remove 68 residential acres from the Mixed Use Interchange category and add 68 residential acres to the Outlying Suburban category.

B. STAFF RECOMMENDATION AND FINDINGS OF FACT SUMMARY

1. **STAFF RECOMMENDATION:** Planning staff recommends that the Board of County Commissioners transmit the proposed plan amendment. There are four actions that would be accomplished through the transmittal of this amendment. They are as follows:

   1. Map 1, the Future Land Use Map, would be amended to change the Future Land Use designation of the 152.37-acre subject property from Mixed Use Interchange and General Interchange to Outlying Suburban. None of the acreage within the Wetlands Future Land Use category is being converted at this time.

   2. The Planning Communities Acreage Allocation Table 1(b) for the Daniels Parkway planning community would be amended to remove 68 residential acres from the Mixed Use Interchange category, and add an unspecified number of acres to the Outlying Suburban residential allocation. Staff estimates that approximately 123 +/- acres will need to be added to the Outlying Suburban allocation to accommodate the same number of dwelling units as the 68 acres of Mixed Use Interchange. The exact acreage that will be added to Outlying Suburban is unsure at this time. The Planning Communities Acreage Allocation Table 1(b) will be amended comprehensively through plan amendment PAT 99-20, and will reflect the land use change made through this amendment.

   3. If this amendment is approved, there would be 2 +/- acres remaining in the Mixed Use Interchange category. These 2 acres would be the only acreage in the County with this land use designation. Staff believes these areas are too small to realistically be developed under the standards of the Mixed Use Interchange category. Staff recommends that these areas should be redesignated to General Interchange. This action is not part of the formal request, but staff believes it is necessary in light of the proposed land use change.

   4. Staff further recommends that Policy 1.3.6, Mixed Use Interchange category descriptor policy, be deleted from the Lee Plan because there would be no other areas in the County designated Mixed Use Interchange if this amendment is approved.

2. **BASIS AND RECOMMENDED FINDINGS OF FACT:**

- The proposed Future Land Use Map change will decrease the potential residential density and non-residential intensity for the subject property.

- The proposed designation of the property as Outlying Suburban would be compatible with the adjacent Outlying Suburban property to the north and west.

- The northern portion of the subject property was formerly designated as Outlying Suburban. It was changed to Mixed Use Interchange during the 1999 amendment cycle.

- The current Mixed Use Interchange designation allows for residential uses as well as a significant amount of non-residential use.

- The proposed land use change will not negatively impact any adopted levels of service for community facilities or infrastructure. In fact, it will lessen the impacts on these facilities.

- The property owner is currently in the process of establishing the subject property as a Uniform Community Development District. This District will be an infrastructure financing tool for the developer. The establishment of the District provides extra protection to ensure that the County will not have to pay the costs associated with any expanded infrastructure that might be necessitated by the development of the property.

- The Daniels Parkway interchange currently contains enough land within the General Interchange areas to adequately serve the traveling public, as required by Objective 1.3 of the Lee Plan. The frontage along Daniels Parkway, south of the subject property, is currently developed with uses that serve the traveling public. The other three quadrants of the Daniels interchange are also designated General Interchange and could accommodate uses that would serve the traveling public.

- The applicant has immediate plans to develop the subject property as a residential golf course community if the proposed amendment is adopted. The subject property is undergoing rezoning to Residential Planned Development concurrent with this application. This amendment is necessary to accommodate the proposed plan of development for the property.

C. BACKGROUND INFORMATION

1. COMPREHENSIVE PLAN AND ZONING BACKGROUND

In 1984, Lee County adopted its first official Future Land Use Map (FLUM) as an integral part of its comprehensive plan. On that map, the subject property was designated General Interchange, Rural, and Resource Protection (now Wetlands). In 1987, a corridor study was completed for Daniels Parkway. Through the adoption of that study, the Rural portions of the subject property were converted to Outlying Suburban. In 1988, the majority of the subject property was rezoned to CPD, and the Danport Center DRI was established. The Danport Center was proposed to be a regional mall site with 1,800,000 square feet of mixed commercial development and a hotel. The regional mall, however, was never developed and the Danport Center DRI was abandoned in August of 1998. Then during the 1999 Lee Plan amendment cycle, the subject property was converted from General Interchange and Outlying Suburban to the newly created Mixed Use Interchange category. Concurrent with the 1999 plan amendment, most of the subject property was rezoned to a Mixed Use Planned Development that was designed to meet the requirements of the newly created Mixed Use Interchange land use category. This rezoning accommodated 500 dwelling units, 235,000 square feet of office, 40,000 square feet of retail uses, and 300,000 square feet of industrial uses. This zoning was approved in April of 2000, is still active, and could potentially be developed with these uses today. Currently, the property that is the subject of this request is mostly within the Mixed Use

Interchange land use category (129 acres), but it also contains approximately 2 acres of General Interchange and approximately 22 acres within the Wetlands category.

2. EXISTING CONDITIONS

SIZE OF PROPERTY: The subject area is approximately 152.37 acres in size.

PROPERTY LOCATION: The subject property is generally located in the northwest quadrant of I-75 and Daniels Parkway.

CURRENT ZONING: MPD, AG-2, and CPD.

CURRENT FUTURE LAND USE CLASSIFICATION: The subject property is currently designated Mixed Use Interchange, General Interchange, and Wetlands Future Land Use categories.

3. INFRASTRUCTURE AND SERVICES

SEWER: The subject property is within the Lee County Utilities Wastewater Franchise area. The subject property will be served by the City of Fort Myers' South Wastewater Treatment Plant, through an interlocal agreement. The plant currently has the capacity to serve the subject property. In terms of sewer infrastructure, Lee County Utilities currently has a 16-inch force main on Daniels Parkway and a lift station on Skyport Avenue to serve the subject property. Lee County Utilities staff have indicated that they do not have any objection to the proposed amendment since it will result in a reduction in development intensity.

WATER: The subject property is within the Lee County Utilities Water Franchise area, and would be served by Lee County Utilities' Corkscrew Water Plant, which currently has available capacity to serve the subject property. In terms of water infrastructure, Lee County Utilities currently has a 30-inch water main on Daniels Parkway and a 10-inch water main on Mall Loop Road. Lee County Utilities staff have indicated that they do not have any objection to the proposed amendment since it will result in a reduction in development intensity.

FIRE: Fire/Rescue service is provided by the South Trail Fire Protection and Rescue Service District. South Trail District staff have indicated that the proposed amendment should have no additional impacts on their services because it will result in a reduction in development intensity. There is a fire substation located directly across the Daniels Parkway that would serve the subject property. The District is also planning for construction of a new substation to be built about 3 miles east of the subject property.

TRANSPORTATION: The subject property currently has access from Daniels Parkway, via Mall Loop Road. The property also has access from Palomino Lane.

SOLID WASTE FRANCHISE: Solid waste disposal is provided by Florida Recycling Services. This company has confirmed that they will be able to provide service to the subject property. Once collected, combustible waste will be sent to the County's Waste to Energy Facility and non-combustible waste will be sent to the Gulf Coast Landfill. If fully developed under the proposed Future Land Use category, the subject property could be expected to generate approximately 3.46 tons per day of solid waste. This figure will be less than what could be generated under the existing Future Land Use designation, because the subject property would accommodate fewer residents and significantly less commercial and industrial development if this map amendment is adopted. The Lee County Waste to Energy Facility currently has sufficient capacity to handle this potential volume of solid waste.

PART II - STAFF ANALYSIS

A. STAFF DISCUSSION

INTRODUCTION

The applicant, Worthington of Renaissance, LLC, represented by Daniel DeLisi, is requesting a Future Land Use Map amendment from Mixed Use Interchange and General Interchange to Outlying Suburban for 152.37 acres of land. The applicant is also requesting an amendment to Table 1(b), Planning Community Year 2020 Allocations for the Daniels Parkway Planning Community, to remove 68 acres from the Mixed Use Interchange category and add 68 acres to the Outlying Suburban category. The property is generally located in the northwest quadrant of Daniels Parkway and I-75. If the amendment is approved, the area would change from a mix of residential, commercial, and industrial uses to a predominantly low-density residential area, with some limited commercial uses.

SUMMARY OF REQUEST

According to the application, the summary of the request is as follows:

> *"Convert 129.04 +/- acres of Mixed Use Interchange, 1.95 acres of General Interchange, and 22.15 acres of Wetlands to Outlying Suburban. The result will be a reduction in intensity by converting these commercial areas to residential, and decreasing the allowed residential intensity."*

Staff believes that the request will also necessitate modifications to the Planning Communities Acreage Allocation Table 1(b) to remove the 68 residential acres from the Mixed Use Interchange category, and add an unspecified number of acres to the Outlying Suburban residential allocation. Staff estimates that approximately 123 +/- acres will need to be added to the Outlying Suburban allocation to accommodate the same number of dwelling units as the 68 acres of Mixed Use Interchange. The exact acreage that will be added to Outlying Suburban is unsure at this time. The Planning Communities Acreage Allocation Table 1(b) will be amended comprehensively through plan amendment PAT 99-20, and will reflect the land use change made through this amendment.

Through the review of this amendment application, staff discovered that the requested change would also necessitate other minor changes to the Lee Plan that should be addressed at this time. If the proposed plan amendment is adopted, it will leave approximately 2 acres in the Mixed Use Interchange category. These would be the only lands remaining in the County so designated, and because the two acres are divided into three smaller areas, they would not realistically be developable under the standards of the Mixed Use Interchange category. So, as part of this amendment, staff is recommending that the request be augmented to redesignate the remaining 2 +/- acres of Mixed Use Interchange as General Interchange. Staff also recommends that the request be augmented to include the removal of Policy 1.3.6, the Mixed Use Interchange descriptor Policy, from the Lee Plan.

The applicant has requested that 22.15 acres within the Wetlands Future Land Use category be converted to Outlying Suburban as part of this request. Staff does not agree that the redesignation of Wetlands should be a part of the formal request for several reasons. The applicant has confirmed that the actual acreage of jurisdictional wetlands on the property is approximately 26.29 acres. This figure is different from the 22.15 acres that are currently designated Wetlands on the Future Land Use Map. Generally, when privately-initiated plan amendments include areas designated Wetlands on the Future Land Use Map, the Wetland boundaries on the map are modified administratively by staff to reflect the boundaries delineated in the jurisdictional wetlands determination. This procedure is consistent with Objective 1.5 of the Lee Plan which requires the County to designate on the Future Land Use Map those lands that are identified as Wetlands through the use of the unified state delineation methodology. This procedure is also consistent with Lee Plan Chapter XIII.b.A.2.b, "Administrative Interpretations of the Lee Plan."

COMPARISON OF DEVELOPMENT POTENTIAL

As noted above, the majority of the subject property is currently designated Mixed Use Interchange. The Mixed Use Interchange category allows a density of up to 5 dwelling units per acre. The Mixed Use Interchange areas of the subject property (151 acres) could, therefore, accommodate up to 755 residential dwelling units. This is assuming that there are no jurisdictional wetlands on the property. Staff notes, however, that the property does contain jurisdictional wetlands, and that their presence would reduce the allowable density on the property. The remaining two acres of the property are within the General Interchange category, which would not permit any dwelling units.

The Mixed Use Interchange land use category also allows for a significant amount of commercial and/or industrial development. The land use category provides that at least 40 percent of the gross usable land area will be developed with commercial and/or industrial uses. The subject property contains approximately 153 total acres, therefore, 40 percent of the subject property would be 181.2 acres (or 7,893,072 square feet). The land use category also provides that non-residential uses must be constructed in a manner such that the total building area does not exceed 20 percent of the total land area used for non-residential uses. Staff calculates that 20 percent of 7,893,072 square feet would be 1,578,614 square feet. This is the maximum building area that could potentially be used for commercial or industrial uses on the subject property. These non-residential uses would be in addition to the 755 residential units that could also be developed on the subject property under the existing land use category.

Under the proposed amendment, the subject property would contain 153 acres within the Outlying Suburban category, which allows a maximum density of 3 dwelling units per acre. Under this density, the property could potentially accommodate 459 total dwelling units. Again, this is assuming that there are no jurisdictional wetlands on the property, which staff confirms is not the case. The presence of jurisdictional wetlands would further reduce the allowable density.

In terms of non-residential uses that could potentially be developed under the Outlying Suburban designation, staff notes that commercial and industrial uses would be limited. Commercial uses are limited to Neighborhood Centers, which staff has generally interpreted as less than 100,000 square feet of building area on 10 acres or less. Industrial uses are not permitted in the Outlying Suburban category.

In summary, staff believes that the proposed amendment will represent a reduction in potential residential units (459 versus 755). Staff also believes that the proposed amendment will represent a significant reduction in the non-residential potential of the property (1,578,614 square feet versus 100,000 square feet). The reduction in residential density and non-residential intensity will result in a reduction in the total impacts to public services that could otherwise occur under the existing land use category.

POPULATION ACCOMMODATION

Under the current land use designations, approximately 755 dwelling units could be constructed on the property. These dwelling units would accommodate 1,577 persons on the Future Land Use Map (755 dwelling units x 2.09 persons per dwelling unit). The population accommodation capacity of the subject property under the current Future Land Use designation is 1,577 persons.

Under the proposed land use category, approximately 459 dwelling units could be constructed on the subject property. These dwelling units would accommodate 959 persons on the Future Land Use Map (459 dwelling units x 2.09 persons per dwelling unit). The population accommodation capacity of the subject property under the proposed Future Land Use designation is 959 persons.

The proposed Future Land Use Map change will decrease the population accommodation of the Future Land Use Map by 618 persons. Staff would point out, however, that prior to the 1999 plan amendment that changed this property to Mixed Use Interchange, the subject area accommodated no dwelling units or persons.

ADJACENT ZONING AND LAND USES

Surrounding Zoning

The subject property is currently zoned MPD, which would allow 500 residential units, 235,000 square feet of office uses, 40,000 square feet of retail uses, and 300,000 square feet of industrial uses. To the north of the subject property is AG-2 zoning, which is currently in the process of being rezoned to RPD. To the south of the subject property is active CPD zoning. To the east of the subject property is a narrow strip of vacant parcels zoned MPD and CPD, which is currently inthe process of being rezoned to RPD. To the west of the subject property is Palomino Lane, then AG-2 and RPD zoning.

Surrounding Land Uses

The existing use of the subject property is mostly vacant land, with the exception of four single-family homes. To the north of the subject property is an undeveloped area designated Outlying Suburban. The redesignation of the subject property as Outlying Suburban will be compatible with the lands to the north. The lands to the north will also be under the same unified plan of development as the subject property. South of the subject property is an area of existing and future commercial properties designated General Interchange. As stated above, the areas to the south are zoned CPD. This area already contains 2 convenience stores with gas pumps, two restaurants, and hotel. These uses near Daniels Parkway serve the needs of the traveling public as required by Objective 1.3 of the Lee Plan, which describes the interstate interchange areas. To the east of the subject property is a narrow strip of vacant land that is designated General Interchange. Under this land use category, the property could potentially develop with a wide variety of tourist commercial, general commercial, or light industrial/commercial uses. To the west of the subject property is Palomino Lane. West of Palomino Lane is an area designated Outlying Suburban that is characterized by low density residential uses. The proposed conversion of the subject property to Outlying Suburban would be compatible with the land use to the west.

IMPACTS TO SERVICES

Planning staff and the applicant solicited comments from various public community service and facilities providers to determine the impact that the proposed amendment would have on their ability to provide service to the area. The comments that were received have been attached to this report. In addition to the impacts to water, sewer, fire, and solid waste discussed previously, staff has highlighted the impacts to additional public services.

Transportation

Lee County Department of Transportation (DOT) staff have reviewed the proposal and provided written comments dated May 1, 2001. Their comments state that they have no objection to the proposed amendment because "this proposed change will decrease traffic from the study area." Planning staff agrees with the assessment provided by DOT because the proposed amendment will result in a slight reduction in residential density and a significant reduction in non-residential intensity. Staff had concerns about the 1999 plan amendment that designated the subject property as Mixed Use Interchange because of the potential traffic impacts that the potential commercial and industrial areas would have on Palomino Lane and Daniels Parkway. These impacts will be much lower if the property is redesignated as Outlying Suburban.

Emergency Management - Hurricane Evacuation/Shelter Impacts

Lee County Emergency Management staff have reviewed the proposal and provided written comments dated February 23, 2001. This letter provides that the subject property is within the Category 4 and 5 Hurricane Evacuation Zones. This area will not receive storm surge flooding from a Category 3 hurricane, therefore, this area is exempt from the requirements of Land Development Code Section 2-481 through 2-486 that require shelter and evacuation route impact mitigation for residential developments. Any new residential development on the site in excess of 50 dwelling units will be required to submit an emergency preparedness plan at the time of development order application.

School Impacts
Staff of the School District of Lee County have reviewed the proposal and provided written comments dated September 7, 2000. According to the School District staff, the proposed amendment would reduce the potential school impacts by approximately 8 students and one classroom in comparison with the existing land use category. Despite the reduction in school impacts resulting from this map amendment, the development of the subject property would still create impacts to the School District when the property is actually developed. These impacts could be addressed during the rezoning process.

Mass Transit
The subject property is served by Lee Tran Route 85. The Lee Tran web site summarizes Route 85 as follows:

> *"Route 85 is an hourly route that serves several residential areas: SWI Airport, Danport Centre, Gulf Coast Hospital, Bell Tower, Lakes Park, Health Park, and Summerlin Square. This route has direct connection with the Park-n-Ride Trolley to Fort Myers Beach at Summerlin Square."*

Staff notes that Route 85 specifically serves the Danport Centre, which is the former name for the subject property. The Route schedule indicates that Lee Tran stops at the subject property every hour, from 6:10 a.m. to 10:25 p.m., Monday through Saturday. On Sunday, Lee Tran stops at the subject property every two hours between 7:28 a.m. and 9:28 p.m.

Community Parks
The subject property is located in Park Impact Fee District 4. The Lee Plan sets out a regulatory level of service and a "desired" level of service for community parks. The regulatory level of service is currently 0.8 acres per 1,000 permanent residents in the unincorporated area of each district. The "desired" level of service was increased in 1996 to 1.75 acres per 1,000 permanent residents in the unincorporated area of each district, and was increased again in 1998 to 2.00 acres per 1,000 permanent residents in the unincorporated area of each district. According to the Concurrency Management Inventory and Projections the district will meet the basic regulatory standard for level of service through the Year 2005. The district, however, has not met the "desired" standard since 1997.

The applicant has provided that the proposed amendment will not increase residential units over what has already been approved via the 1999 land use map amendment, therefore, the proposed amendment will not negatively impact community parks level of service. The applicant has also provided that the proposed development scenario for the property will include significant open space and recreational opportunities in the form of a golf course and other recreational opportunities.

Staff would also point out that the property owner is in the process of establishing the property as a Uniform Community Development District (UCDD). Once this district has been established, it will ensure that any necessary improvements to most public facilities, infrastructure and services, including parks and recreation, will be fully financed by the developer of the property. Additional staff discussion about the Renaissance UCDD is provided later in the following paragraph.

Impacts to Services Conclusion

Given that the proposed land use change would result in a decrease in the potential number of residential units, as well as the elimination of a significant amount of potential commercial and industrial area, staff believes that the proposed amendment would generally reduce the impacts to public services created by the future development of the property.

The subject property is within the Privately Funded Infrastructure Overlay as shown on Map 1 (Page 2 of 4) of the Lee Plan. According to Objective 3.1, that describes the overlay, these areas will be permitted to develop with urban-level densities because the necessary infrastructure and service improvements will be provided by the developer through a variety of methods, including the establishment of community development districts. Once established, a community development district serves to manage and finance its basic infrastructure systems, facilities, and services within its boundaries pursuant to the Uniform Community Development District Act of Florida, Chapter 190, Florida Statutes and Rule 42-1, Florida Administrative Code. This removes the burden of providing increased services and infrastructure from the County and places it upon the developer of the area in question. The property owner in this case is currently in the process of establishing the subject property as a Uniform Community Development District (UCDD). The property owner has already submitted one petition for the establishment of a UCDD that would cover the provision of basic infrastructure within the subject property. As of the drafting of this report, staff has reviewed the petition and recommended approval of the UCDD. The final decision on the establishment of the UCDD will be made by the Board of County Commissioners in the near future. The property owner has also indicated to staff that they will submit another UCDD petition in the near future that will cover parks and recreation, security, and waste collection and disposal. Staff anticipates that this UCDD petition will be submitted and approved prior to the final adoption of this amendment.

VEGETATION AND WILDLIFE

The 153-acre site contains a wide variety of FLUCCS classifications, as shown on the Species survey map with FLUCCS communities provided by Boylan Environmental Consultants. The dominant feature of the site is improved pasture (90 acres). There are also several impacted FLUCCS categories present. There are, however, some indigenous communities on the property. The site contains 11.95 acres of pine-melaleuca with scattered saw palmetto, 1.31 acres of pine melaleuca wetlands, and 1.56 acres of cypress, all of which are considered indigenous. Through the planned development rezoning process, the developer will have to meet the indigenous preserve requirement as provided in the Land Development Code. The proposed plan amendment will not result in any additional impacts beyond what would be permitted under the existing land use category.

The applicant has provided a wetlands jurisdictional map for the subject property. This map shows the Army Corps of Engineers and South Florida Water Management District jurisdictional wetlands for the entire 542 +/- acre Worthington of Renaissance property. The area depicted on the map is much larger than the boundaries of the subject property. Staff confirms with the applicant that there are approximately 26.29+/- acres of jurisdictional wetlands on the subject property. This figure is slightly more than the 22.15 acres currently designated Wetlands on the Future Land Use Map. The Wetland boundaries will be modified administratively to reflect the jurisdictional wetlands determination provided by the applicant.

The species survey of the property, conducted by Boylan Environmental Consultants, shows the presence of 1 Big Cypress Fox Squirrel Nest, 2 foraging wood storks, and 5 abandoned woodpecker cavity trees. No other species were found on the property.

DRAINAGE AND SURFACE WATER MANAGEMENT

The subject property is located within the Six Mile Cypress Watershed. According to Lee County Division of Natural Resources staff, this property is a vital link between I-75 and the Six Mile Cypress Slough. The subject property accommodates drainage from lands east of I-75 through a 4' x 6' box culvert. The flow generally moves east to west across the subject property and into the North Cross Creek sub-watershed. The existing channel sections north of Cross Creek Estates and through the proposed Danforth RPD have been modified to accommodate the surface water flow model for this property. Through the ongoing rezoning process for the Renaissance South RPD, the developer is working with the South Florida Water Management District to recreate the flow ways through and west of the site, which will enhance the regional water management system. To accommodate flows from the Renaissance project and lands to the east, the flow ways proposed through this area have been designed as 10-foot deep ditches with varied side slopes and bottom width. Weirs will be placed on the east side of Palomino Lane in the ditch. The proposed weirs will substantially improve water quality through the ditch system by providing retention of some runoff after a long dry period, when runoff water quality would be the worst.

APPROPRIATENESS ANALYSIS

Staff believes that the request to redesignate the 152 +/- acre site from Mixed Use Interchange and General Interchange to Outlying Suburban is an appropriate action in light of the factors discussed in this report. Staff believes the amendment is appropriate for the following reasons:

- The proposed Future Land Use Map change will decrease the potential residential density and non-residential intensity for the subject property.

- The proposed land use category will result in reduced impacts to public facilities and services as compared with the existing land use category

- Typical interchange uses, such as those that serve the traveling public, are already existing at the Daniels/I-75 interchange, and more specifically, within this quadrant of the interchange. Also, this quadrant of the interchange will still contain approximately 40 acres of land designated General Interchange that could potentially be developed as commercial uses to serve the traveling public. Additionally, there are vacant lands within the General Interchange areas at the other quadrants of the interchange that could be used to serve the traveling public.

- The areas immediately to the north and west of the subject property are currently designated Outlying Suburban. If the subject property is changed to Outlying Suburban, it would be compatible with the adjacent land use category.

- The developer has proposed a specific development scenario through the rezoning process. This is not a case of speculative land use planning.

- The loss of potential industrial land can be accommodated in the vacant Airport Commerce lands east of I-75.

B. CONCLUSIONS

Staff concludes that the proposed land use change is justified, as provided in this report. Staff concludes that the proposed Outlying Suburban designation is consistent with the Lee Plan and is appropriate at the subject location.

C. STAFF RECOMMENDATION

Staff recommends that the Board of County Commissioners transmit the proposed plan amendment. Staff's recommendation contains four sub-recommendations as follows:

1. Staff recommends that Map 1, the Future Land Use Map, be amended to change the future land use designation of this parcel from the Mixed Use Interchange and General Interchange land use categories to the Outlying Suburban land use category. The areas of the subject property that are within the Wetlands Future Land Use category will be modified administratively to reflect the jurisdictional wetland boundaries as provided by the applicant. This will result in an increase in Wetland acreage on the property from 22.15 to 26.29.

2. Staff recommends that the Planning Communities Acreage Allocation Table 1(b) for the Daniels Parkway planning community be amended to remove 68 residential acres from the Mixed Use Interchange category. The land use category change will necessitate the addition of some residential acreage into the Outlying Suburban allocation, which staff estimates will be approximately 123 +/-. The exact acreage that will be added to the Outlying Suburban category is, however, subject to change through plan amendment PAT 99-20 which takes a more comprehensive look at the Planning Communities Acreage Allocation Table 1(b).

3. Staff recommends that the 2 +/- acres remaining in the Mixed Use Interchange category be redesignated to General Interchange. This action is not part of the formal request, but staff believes it is necessary in light of the proposed land use change.

4. Staff further recommends that Policy 1.3.6, the Mixed Use Interchange category descriptor policy, be deleted from the Lee Plan because there will be no other areas in the county designated Mixed Use Interchange if this amendment is approved. The proposed language change is as follows:

~~**POLICY 1.3.6:** The Mixed Use Interchange District areas are intended to provide opportunities for a wide range of light industrial, office, and retail commercial uses, accompanied by a viable residential component to facilitate the internal capture of trips through on-site shopping and job creation. The residential uses in this category are to be transitional with existing and future residential uses abutting this land use district to promote compatibility with adjacent residential uses. The maximum residential density, of 5 units per acre, for this category is calculated on the upland acreage of the entire project including both residential and non-residential areas. Policy 6.1.2.2 does not apply to this interchange district. Commercial and residential uses shall meet the following criteria in this district:~~

~~1. In order to implement the standards of this district, Mixed Use Planned Development (MPD) zoning is required.~~

~~2. Residential uses in this category will serve as a transition between the intense non-residential uses within the interchange area and existing or potential residential uses on properties outside of the interchange category. To preserve the intent of the interchange designation, uses serving the traveling public are required within 330 feet of the arterial road creating the interchange.~~

~~3. To insure viable residential uses and to provide for employment and shopping opportunities for residential uses developed on site the following minimum acreage percentages are required:~~

- ~~45 percent of the gross usable land area will be developed with residential uses, and~~
- ~~40 percent of the gross usable land area will be developed with commercial and/or industrial uses.~~

~~4. Non-residential uses will be constructed in a fashion such that the total building area does not exceed 20% (0.2 FAR) of the total land area used for non-residential uses. Development intensities may be more or less than a floor area ratio (FAR) of 0.2 on individual parcels, as long as the project's average FAR for non-residential uses does not exceed 0.2.~~

~~5. Bicycle & Pedestrian facilities will be provided throughout the development. Connections between all uses are required to facilitate these alternative modes of transportation. When possible, connections to developments adjacent to the MPD will be provided.~~

~~6. Vehicular connections between residential and non-residential uses will be provided to facilitate the internal capture of trips. When possible, connections to developments adjacent to the MPD will be made to provide alternative access to the non-residential components of this development other than the arterial creating the interchange with I-75.~~

~~7. Landscaping requirements shall be increased in this land use category to help promote a pedestrian ambiance. The following requirements shall supplement the minimum standards of the Lee County Land Development Code Section 10-415.~~

- ~~Multi-family developments shall provide 1.5 trees per 3,000 S.F.~~
- ~~Non-residential uses shall provide 1.5 trees per 3,500 S.F.~~
- ~~Landscaping for internal parking areas shall be 15% of the total paved surface area.~~
- ~~An average fifty foot buffer strip which includes a minimum of 7 trees and 30 shrubs per 100 lineal feet and a double staggered hedge will be provided along the I-75 corridor. It is desired that existing native vegetation be retained and augmented to meet this standard.~~

~~If any facility deficiencies may result from the application of this district, commitments shall be provided at the time of zoning to insure that necessary improvements will be in place to support the proposed uses.~~

PART III - LOCAL PLANNING AGENCY REVIEW AND RECOMMENDATION

DATE OF PUBLIC HEARING: June 25, 2001

A. LOCAL PLANNING AGENCY REVIEW

Planning staff and the applicant both gave brief summaries of the proposed amendment. One member of the LPA questioned the location of the remaining Mixed Use Interchange land that staff had recommended to be converted to General Interchange. In response, the applicant pointed out these areas on a map. The LPA provided no further discussion of the proposed amendment.

B. LOCAL PLANNING AGENCY RECOMMENDATION AND FINDINGS OF FACT SUMMARY

1. **RECOMMENDATION:** The LPA recommended that the Board of County Commissioners transmit this amendment as proposed by staff.

2. **BASIS AND RECOMMENDED FINDINGS OF FACT:** The LPA accepted the findings of fact as advanced by staff.

C. VOTE:

NOEL ANDRESS	**AYE**
SUSAN BROOKMAN	**AYE**
BARRY ERNST	**AYE**
RONALD INGE	**ABSENT**
GORDON REIGELMAN	**AYE**
VIRGINIA SPLITT	**ABSENT**
GREG STUART	**AYE**

PART IV - BOARD OF COUNTY COMMISSIONERS
HEARING FOR TRANSMITTAL OF PROPOSED AMENDMENT

DATE OF TRANSMITTAL HEARING: August 29, 2001

A. BOARD REVIEW: Staff provided a brief presentation on the proposed amendment. The Board of County Commissioners provided no discussion.

B. BOARD ACTION AND FINDINGS OF FACT SUMMARY:

1. **BOARD ACTION:** The Board voted to transmit the proposed amendment as recommended by staff and the LPA.

2. **BASIS AND RECOMMENDED FINDINGS OF FACT:** The Board accepted the findings of fact as advanced by staff.

C. VOTE:

JOHN ALBION	**AYE**
ANDREW COY	**AYE**
BOB JANES	**AYE**
RAY JUDAH	**AYE**
DOUG ST. CERNY	**AYE**

PART V - DEPARTMENT OF COMMUNITY AFFAIRS OBJECTIONS, RECOMMENDATIONS, AND COMMENTS (ORC) REPORT

DATE OF ORC REPORT: November 21, 2001

A. DCA OBJECTIONS, RECOMMENDATIONS AND COMMENTS

The Department of Community Affairs provided no objections, recommendations, or comments on the proposed amendment.

B. STAFF RESPONSE

Adopt the amendment as transmitted.

PART VI - BOARD OF COUNTY COMMISSIONERS
HEARING FOR ADOPTION OF PROPOSED AMENDMENT

DATE OF ADOPTION HEARING: January 10, 2002

A. BOARD REVIEW:

B. BOARD ACTION AND FINDINGS OF FACT SUMMARY:

1. BOARD ACTION:

2. BASIS AND RECOMMENDED FINDINGS OF FACT:

C. VOTE:

JOHN ALBION	_____
ANDREW COY	_____
BOB JANES	_____
RAY JUDAH	_____
DOUG ST. CERNY	_____

CPA 2000-03
PRIVATELY SPONSORED AMENDMENT TO THE

LEE COUNTY COMPREHENSIVE PLAN

THE LEE PLAN

DCA Transmittal Document

Lee County Planning Division
1500 Monroe Street
P.O. Box 398
Fort Myers, FL 33902-0398
(941) 479-8585

August 29, 2001

LEE COUNTY
DIVISION OF PLANNING
STAFF REPORT FOR
COMPREHENSIVE PLAN AMENDMENT
CPA 2000-03

☑ **Text Amendment** ☑ **Map Amendment**

✓	This Document Contains the Following Reviews:
✓	Staff Review
✓	Local Planning Agency Review and Recommendation
✓	Board of County Commissioners Hearing for Transmittal
	Staff Response to the DCA Objections, Recommendations, and Comments (ORC) Report
	Board of County Commissioners Hearing for Adoption

STAFF REPORT PREPARATION DATE: June 15, 2001

PART I - BACKGROUND AND STAFF RECOMMENDATION

A. SUMMARY OF APPLICATION

1. **APPLICANT:**
   WORTHINGTON OF RENAISSANCE, LLC
   REPRESENTED BY: DANIEL DELISI,
   VANASSE & DAYLOR, LLP

2. **REQUEST:** Amend the Future Land Use Map series, Map 1, the Future Land Use Map, to change the Future Land Use designation from Mixed Use Interchange and General Interchange to Outlying Suburban for approximately 152.37 +/- acres of land generally located in the northwest quadrant of the interchange of I-75 and Daniels Parkway. Subsequently, delete Policy 1.3.6, the Mixed Use Interchange descriptor policy, and reclassify the approximately 2 +/- acres that would remain in the Mixed Use Interchange category as General Interchange. Also, amend the Planning Communities Acreage Allocation Table 1(b), for the Daniels Parkway Planning Community, to remove 68 residential acres from the Mixed Use Interchange category and add 68 residential acres to the Outlying Suburban category.

B. STAFF RECOMMENDATION AND FINDINGS OF FACT SUMMARY

1. **STAFF RECOMMENDATION:** Planning staff recommends that the Board of County Commissioners transmit the proposed plan amendment. There are four actions that would be accomplished through the transmittal of this amendment. They are as follows:

   1. Map 1, the Future Land Use Map, would be amended to change the Future Land Use designation of the 152.37-acre subject property from Mixed Use Interchange and General Interchange to Outlying Suburban. None of the acreage within the Wetlands Future Land Use category is being converted at this time.

   2. The Planning Communities Acreage Allocation Table 1(b) for the Daniels Parkway planning community would be amended to remove 68 residential acres from the Mixed Use Interchange category, and add an unspecified number of acres to the Outlying Suburban residential allocation. Staff estimates that approximately 123 +/- acres will need to be added to the Outlying Suburban allocation to accommodate the same number of dwelling units as the 68 acres of Mixed Use Interchange. The exact acreage that will be added to Outlying Suburban is unsure at this time. The Planning Communities Acreage Allocation Table 1(b) will be amended comprehensively through plan amendment PAT 99-20, and will reflect the land use change made through this amendment.

   3. If this amendment is approved, there would be 2 +/- acres remaining in the Mixed Use Interchange category. These 2 acres would be the only acreage in the County with this land use designation. Staff believes these areas are too small to realistically be developed under the standards of the Mixed Use Interchange category. Staff recommends that these areas should be redesignated to General Interchange. This action is not part of the formal request, but staff believes it is necessary in light of the proposed land use change.

   4. Staff further recommends that Policy 1.3.6, Mixed Use Interchange category descriptor policy, be deleted from the Lee Plan because there would be no other areas in the County designated Mixed Use Interchange if this amendment is approved.

2. **BASIS AND RECOMMENDED FINDINGS OF FACT:**

- The proposed Future Land Use Map change will decrease the potential residential density and non-residential intensity for the subject property.

- The proposed designation of the property as Outlying Suburban would be compatible with the adjacent Outlying Suburban property to the north and west.

- The northern portion of the subject property was formerly designated as Outlying Suburban. It was changed to Mixed Use Interchange during the 1999 amendment cycle.

- The current Mixed Use Interchange designation allows for residential uses as well as a significant amount of non-residential use.

- The proposed land use change will not negatively impact any adopted levels of service for community facilities or infrastructure. In fact, it will lessen the impacts on these facilities.

- The property owner is currently in the process of establishing the subject property as a Uniform Community Development District. This District will be an infrastructure financing tool for the developer. The establishment of the District provides extra protection to ensure that the County will not have to pay the costs associated with any expanded infrastructure that might be necessitated by the development of the property.

- The Daniels Parkway interchange currently contains enough land within the General Interchange areas to adequately serve the traveling public, as required by Objective 1.3 of the Lee Plan. The frontage along Daniels Parkway, south of the subject property, is currently developed with uses that serve the traveling public. The other three quadrants of the Daniels interchange are also designated General Interchange and could accommodate uses that would serve the traveling public.

- The applicant has immediate plans to develop the subject property as a residential golf course community if the proposed amendment is adopted. The subject property is undergoing rezoning to Residential Planned Development concurrent with this application. This amendment is necessary to accommodate the proposed plan of development for the property.

C. BACKGROUND INFORMATION

1. COMPREHENSIVE PLAN AND ZONING BACKGROUND

In 1984, Lee County adopted its first official Future Land Use Map (FLUM) as an integral part of its comprehensive plan. On that map, the subject property was designated General Interchange, Rural, and Resource Protection (now Wetlands). In 1987, a corridor study was completed for Daniels Parkway. Through the adoption of that study, the Rural portions of the subject property were converted to Outlying Suburban. In 1988, the majority of the subject property was rezoned to CPD, and the Danport Center DRI was established. The Danport Center was proposed to be a regional mall site with 1,800,000 square feet of mixed commercial development and a hotel. The regional mall, however, was never developed and the Danport Center DRI was abandoned in August of 1998. Then during the 1999 Lee Plan amendment cycle, the subject property was converted from General Interchange and Outlying Suburban to the newly created Mixed Use Interchange category. Concurrent with the 1999 plan amendment, most of the subject property was rezoned to a Mixed Use Planned Development that was designed to meet the requirements of the newly created Mixed Use Interchange land use category. This rezoning accommodated 500 dwelling units, 235,000 square feet of office, 40,000 square feet of retail uses, and 300,000 square feet of industrial uses. This zoning was approved in April of 2000, is still active, and could potentially be developed with these uses today. Currently, the property that is the subject of this request is mostly within the Mixed Use

Interchange land use category (129 acres), but it also contains approximately 2 acres of General Interchange and approximately 22 acres within the Wetlands category.

2. EXISTING CONDITIONS

SIZE OF PROPERTY: The subject area is approximately 152.37 acres in size.

PROPERTY LOCATION: The subject property is generally located in the northwest quadrant of I-75 and Daniels Parkway.

CURRENT ZONING: MPD, AG-2, and CPD.

CURRENT FUTURE LAND USE CLASSIFICATION: The subject property is currently designated Mixed Use Interchange, General Interchange, and Wetlands Future Land Use categories.

3. INFRASTRUCTURE AND SERVICES

SEWER: The subject property is within the Lee County Utilities Wastewater Franchise area. The subject property will be served by the City of Fort Myers' South Wastewater Treatment Plant, through an interlocal agreement. The plant currently has the capacity to serve the subject property. In terms of sewer infrastructure, Lee County Utilities currently has a 16-inch force main on Daniels Parkway and a lift station on Skyport Avenue to serve the subject property. Lee County Utilities staff have indicated that they do not have any objection to the proposed amendment since it will result in a reduction in development intensity.

WATER: The subject property is within the Lee County Utilities Water Franchise area, and would be served by Lee County Utilities' Corkscrew Water Plant, which currently has available capacity to serve the subject property. In terms of water infrastructure, Lee County Utilities currently has a 30-inch water main on Daniels Parkway and a 10-inch water main on Mall Loop Road. Lee County Utilities staff have indicated that they do not have any objection to the proposed amendment since it will result in a reduction in development intensity.

FIRE: Fire/Rescue service is provided by the South Trail Fire Protection and Rescue Service District. South Trail District staff have indicated that the proposed amendment should have no additional impacts on their services because it will result in a reduction in development intensity. There is a fire substation located directly across the Daniels Parkway that would serve the subject property. The District is also planning for construction of a new substation to be built about 3 miles east of the subject property.

TRANSPORTATION: The subject property currently has access from Daniels Parkway, via Mall Loop Road. The property also has access from Palomino Lane.

SOLID WASTE FRANCHISE: Solid waste disposal is provided by Florida Recycling Services. This company has confirmed that they will be able to provide service to the subject property. Once collected, combustible waste will be sent to the County's Waste to Energy Facility and non-combustible waste will be sent to the Gulf Coast Landfill. If fully developed under the proposed Future Land Use category, the subject property could be expected to generate approximately 3.46 tons per day of solid waste. This figure will be less than what could be generated under the existing Future Land Use designation, because the subject property would accommodate fewer residents and significantly less commercial and industrial development if this map amendment is adopted. The Lee County Waste to Energy Facility currently has sufficient capacity to handle this potential volume of solid waste.

PART II - STAFF ANALYSIS

A. STAFF DISCUSSION

INTRODUCTION

The applicant, Worthington of Renaissance, LLC, represented by Daniel DeLisi, is requesting a Future Land Use Map amendment from Mixed Use Interchange and General Interchange to Outlying Suburban for 152.37 acres of land. The applicant is also requesting an amendment to Table 1(b), Planning Community Year 2020 Allocations for the Daniels Parkway Planning Community, to remove 68 acres from the Mixed Use Interchange category and add 68 acres to the Outlying Suburban category. The property is generally located in the northwest quadrant of Daniels Parkway and I-75. If the amendment is approved, the area would change from a mix of residential, commercial, and industrial uses to a predominantly low-density residential area, with some limited commercial uses.

SUMMARY OF REQUEST

According to the application, the summary of the request is as follows:

> *"Convert 129.04 +/- acres of Mixed Use Interchange, 1.95 acres of General Interchange, and 22.15 acres of Wetlands to Outlying Suburban. The result will be a reduction in intensity by converting these commercial areas to residential, and decreasing the allowed residential intensity."*

Staff believes that the request will also necessitate modifications to the Planning Communities Acreage Allocation Table 1(b) to remove the 68 residential acres from the Mixed Use Interchange category, and add an unspecified number of acres to the Outlying Suburban residential allocation. Staff estimates that approximately 123 +/- acres will need to be added to the Outlying Suburban allocation to accommodate the same number of dwelling units as the 68 acres of Mixed Use Interchange. The exact acreage that will be added to Outlying Suburban is unsure at this time. The Planning Communities Acreage Allocation Table 1(b) will be amended comprehensively through plan amendment PAT 99-20, and will reflect the land use change made through this amendment.

Through the review of this amendment application, staff discovered that the requested change would also necessitate other minor changes to the Lee Plan that should be addressed at this time. If the proposed plan amendment is adopted, it will leave approximately 2 acres in the Mixed Use Interchange category. These would be the only lands remaining in the County so designated, and because the two acres are divided into three smaller areas, they would not realistically be developable under the standards of the Mixed Use Interchange category. So, as part of this amendment, staff is recommending that the request be augmented to redesignate the remaining 2 +/- acres of Mixed Use Interchange as General Interchange. Staff also recommends that the request be augmented to include the removal of Policy 1.3.6, the Mixed Use Interchange descriptor Policy, from the Lee Plan.

The applicant has requested that 22.15 acres within the Wetlands Future Land Use category be converted to Outlying Suburban as part of this request. Staff does not agree that the redesignation of Wetlands should be a part of the formal request for several reasons. The applicant has confirmed that the actual acreage of jurisdictional wetlands on the property is approximately 26.29 acres. This figure is different from the 22.15 acres that are currently designated Wetlands on the Future Land Use Map. Generally, when privately-initiated plan amendments include areas designated Wetlands on the Future Land Use Map, the Wetland boundaries on the map are modified administratively by staff to reflect the boundaries delineated in the jurisdictional wetlands determination. This procedure is consistent with Objective 1.5 of the Lee Plan which requires the County to designate on the Future Land Use Map those lands that are identified as Wetlands through the use of the unified state delineation methodology. This procedure is also consistent with Lee Plan Chapter XIII.b.A.2.b, "Administrative Interpretations of the Lee Plan."

COMPARISON OF DEVELOPMENT POTENTIAL

As noted above, the majority of the subject property is currently designated Mixed Use Interchange. The Mixed Use Interchange category allows a density of up to 5 dwelling units per acre. The Mixed Use Interchange areas of the subject property (151 acres) could, therefore, accommodate up to 755 residential dwelling units. This is assuming that there are no jurisdictional wetlands on the property. Staff notes, however, that the property does contain jurisdictional wetlands, and that their presence would reduce the allowable density on the property. The remaining two acres of the property are within the General Interchange category, which would not permit any dwelling units.

The Mixed Use Interchange land use category also allows for a significant amount of commercial and/or industrial development. The land use category provides that at least 40 percent of the gross usable land area will be developed with commercial and/or industrial uses. The subject property contains approximately 153 total acres, therefore, 40 percent of the subject property would be 181.2 acres (or 7,893,072 square feet). The land use category also provides that non-residential uses must be constructed in a manner such that the total building area does not exceed 20 percent of the total land area used for non-residential uses. Staff calculates that 20 percent of 7,893,072 square feet would be 1,578,614 square feet. This is the maximum building area that could potentially be used for commercial or industrial uses on the subject property. These non-residential uses would be in addition to the 755 residential units that could also be developed on the subject property under the existing land use category.

Under the proposed amendment, the subject property would contain 153 acres within the Outlying Suburban category, which allows a maximum density of 3 dwelling units per acre. Under this density, the property could potentially accommodate 459 total dwelling units. Again, this is assuming that there are no jurisdictional wetlands on the property, which staff confirms is not the case. The presence of jurisdictional wetlands would further reduce the allowable density.

In terms of non-residential uses that could potentially be developed under the Outlying Suburban designation, staff notes that commercial and industrial uses would be limited. Commercial uses are limited to Neighborhood Centers, which staff has generally interpreted as less than 100,000 square feet of building area on 10 acres or less. Industrial uses are not permitted in the Outlying Suburban category.

In summary, staff believes that the proposed amendment will represent a reduction in potential residential units (459 versus 755). Staff also believes that the proposed amendment will represent a significant reduction in the non-residential potential of the property (1,578,614 square feet versus 100,000 square feet). The reduction in residential density and non-residential intensity will result in a reduction in the total impacts to public services that could otherwise occur under the existing land use category.

POPULATION ACCOMMODATION

Under the current land use designations, approximately 755 dwelling units could be constructed on the property. These dwelling units would accommodate 1,577 persons on the Future Land Use Map (755 dwelling units x 2.09 persons per dwelling unit). The population accommodation capacity of the subject property under the current Future Land Use designation is 1,577 persons.

Under the proposed land use category, approximately 459 dwelling units could be constructed on the subject property. These dwelling units would accommodate 959 persons on the Future Land Use Map (459 dwelling units x 2.09 persons per dwelling unit). The population accommodation capacity of the subject property under the proposed Future Land Use designation is 959 persons.

The proposed Future Land Use Map change will decrease the population accommodation of the Future Land Use Map by 618 persons. Staff would point out, however, that prior to the 1999 plan amendment that changed this property to Mixed Use Interchange, the subject area accommodated no dwelling units or persons.

ADJACENT ZONING AND LAND USES

Surrounding Zoning

The subject property is currently zoned MPD, which would allow 500 residential units, 235,000 square feet of office uses, 40,000 square feet of retail uses, and 300,000 square feet of industrial uses. To the north of the subject property is AG-2 zoning, which is currently in the process of being rezoned to RPD. To the south of the subject property is active CPD zoning. To the east of the subject property is a narrow strip of vacant parcels zoned MPD and CPD, which is currently inthe process of being rezoned to RPD. To the west of the subject property is Palomino Lane, then AG-2 and RPD zoning.

Surrounding Land Uses

The existing use of the subject property is mostly vacant land, with the exception of four single-family homes. To the north of the subject property is an undeveloped area designated Outlying Suburban. The redesignation of the subject property as Outlying Suburban will be compatible with the lands to the north. The lands to the north will also be under the same unified plan of development as the subject property. South of the subject property is an area of existing and future commercial properties designated General Interchange. As stated above, the areas to the south are zoned CPD. This area already contains 2 convenience stores with gas pumps, two restaurants, and hotel. These uses near Daniels Parkway serve the needs of the traveling public as required by Objective 1.3 of the Lee Plan, which describes the interstate interchange areas. To the east of the subject property is a narrow strip of vacant land that is designated General Interchange. Under this land use category, the property could potentially develop with a wide variety of tourist commercial, general commercial, or light industrial/commercial uses. To the west of the subject property is Palomino Lane. West of Palomino Lane is an area designated Outlying Suburban that is characterized by low density residential uses. The proposed conversion of the subject property to Outlying Suburban would be compatible with the land use to the west.

IMPACTS TO SERVICES

Planning staff and the applicant solicited comments from various public community service and facilities providers to determine the impact that the proposed amendment would have on their ability to provide service to the area. The comments that were received have been attached to this report. In addition to the impacts to water, sewer, fire, and solid waste discussed previously, staff has highlighted the impacts to additional public services.

Transportation

Lee County Department of Transportation (DOT) staff have reviewed the proposal and provided written comments dated May 1, 2001. Their comments state that they have no objection to the proposed amendment because "this proposed change will decrease traffic from the study area." Planning staff agrees with the assessment provided by DOT because the proposed amendment will result in a slight reduction in residential density and a significant reduction in non-residential intensity. Staff had concerns about the 1999 plan amendment that designated the subject property as Mixed Use Interchange because of the potential traffic impacts that the potential commercial and industrial areas would have on Palomino Lane and Daniels Parkway. These impacts will be much lower if the property is redesignated as Outlying Suburban.

Emergency Management - Hurricane Evacuation/Shelter Impacts

Lee County Emergency Management staff have reviewed the proposal and provided written comments dated February 23, 2001. This letter provides that the subject property is within the Category 4 and 5 Hurricane Evacuation Zones. This area will not receive storm surge flooding from a Category 3 hurricane, therefore, this area is exempt from the requirements of Land Development Code Section 2-481 through 2-486 that require shelter and evacuation route impact mitigation for residential developments. Any new residential development on the site in excess of 50 dwelling units will be required to submit an emergency preparedness plan at the time of development order application.

School Impacts
Staff of the School District of Lee County have reviewed the proposal and provided written comments dated September 7, 2000. According to the School District staff, the proposed amendment would reduce the potential school impacts by approximately 8 students and one classroom in comparison with the existing land use category. Despite the reduction in school impacts resulting from this map amendment, the development of the subject property would still create impacts to the School District when the property is actually developed. These impacts could be addressed during the rezoning process.

Mass Transit
The subject property is served by Lee Tran Route 85. The Lee Tran web site summarizes Route 85 as follows:

> *"Route 85 is an hourly route that serves several residential areas: SWI Airport, Danport Centre, Gulf Coast Hospital, Bell Tower, Lakes Park, Health Park, and Summerlin Square. This route has direct connection with the Park-n-Ride Trolley to Fort Myers Beach at Summerlin Square."*

Staff notes that Route 85 specifically serves the Danport Centre, which is the former name for the subject property. The Route schedule indicates that Lee Tran stops at the subject property every hour, from 6:10 a.m. to 10:25 p.m., Monday through Saturday. On Sunday, Lee Tran stops at the subject property every two hours between 7:28 a.m. and 9:28 p.m.

Community Parks
The subject property is located in Park Impact Fee District 4. The Lee Plan sets out a regulatory level of service and a "desired" level of service for community parks. The regulatory level of service is currently 0.8 acres per 1,000 permanent residents in the unincorporated area of each district. The "desired" level of service was increased in 1996 to 1.75 acres per 1,000 permanent residents in the unincorporated area of each district, and was increased again in 1998 to 2.00 acres per 1,000 permanent residents in the unincorporated area of each district. According to the Concurrency Management Inventory and Projections the district will meet the basic regulatory standard for level of service through the Year 2005. The district, however, has not met the "desired" standard since 1997.

The applicant has provided that the proposed amendment will not increase residential units over what has already been approved via the 1999 land use map amendment, therefore, the proposed amendment will not negatively impact community parks level of service. The applicant has also provided that the proposed development scenario for the property will include significant open space and recreational opportunities in the form of a golf course and other recreational opportunities.

Staff would also point out that the property owner is in the process of establishing the property as a Uniform Community Development District (UCDD). Once this district has been established, it will ensure that any necessary improvements to most public facilities, infrastructure and services, including parks and recreation, will be fully financed by the developer of the property. Additional staff discussion about the Renaissance UCDD is provided later in the following paragraph.

Impacts to Services Conclusion
Given that the proposed land use change would result in a decrease in the potential number of residential units, as well as the elimination of a significant amount of potential commercial and industrial area, staff believes that the proposed amendment would generally reduce the impacts to public services created by the future development of the property.

The subject property is within the Privately Funded Infrastructure Overlay as shown on Map 1 (Page 2 of 4) of the Lee Plan. According to Objective 3.1, that describes the overlay, these areas will be permitted to develop with urban-level densities because the necessary infrastructure and service improvements will be provided by the developer through a variety of methods, including the establishment of community development districts. Once established, a community development district serves to manage and finance its basic infrastructure systems, facilities, and services within its boundaries pursuant to the Uniform Community Development District Act of Florida, Chapter 190, Florida Statutes and Rule 42-1, Florida Administrative Code. This removes the burden of providing increased services and infrastructure from the County and places it upon the developer of the area in question. The property owner in this case is currently in the process of establishing the subject property as a Uniform Community Development District (UCDD). The property owner has already submitted one petition for the establishment of a UCDD that would cover the provision of basic infrastructure within the subject property. As of the drafting of this report, staff has reviewed the petition and recommended approval of the UCDD. The final decision on the establishment of the UCDD will be made by the Board of County Commissioners in the near future. The property owner has also indicated to staff that they will submit another UCDD petition in the near future that will cover parks and recreation, security, and waste collection and disposal. Staff anticipates that this UCDD petition will be submitted and approved prior to the final adoption of this amendment.

VEGETATION AND WILDLIFE
The 153-acre site contains a wide variety of FLUCCS classifications, as shown on the Species survey map with FLUCCS communities provided by Boylan Environmental Consultants. The dominant feature of the site is improved pasture (90 acres). There are also several impacted FLUCCS categories present. There are, however, some indigenous communities on the property. The site contains 11.95 acres of pine-melaleuca with scattered saw palmetto, 1.31 acres of pine melaleuca wetlands, and 1.56 acres of cypress, all of which are considered indigenous. Through the planned development rezoning process, the developer will have to meet the indigenous preserve requirement as provided in the Land Development Code. The proposed plan amendment will not result in any additional impacts beyond what would be permitted under the existing land use category.

The applicant has provided a wetlands jurisdictional map for the subject property. This map shows the Army Corps of Engineers and South Florida Water Management District jurisdictional wetlands for the entire 542 +/- acre Worthington of Renaissance property. The area depicted on the map is much larger than the boundaries of the subject property. Staff confirms with the applicant that there are approximately 26.29+/- acres of jurisdictional wetlands on the subject property. This figure is slightly more than the 22.15 acres currently designated Wetlands on the Future Land Use Map. The Wetland boundaries will be modified administratively to reflect the jurisdictional wetlands determination provided by the applicant.

The species survey of the property, conducted by Boylan Environmental Consultants, shows the presence of 1 Big Cypress Fox Squirrel Nest, 2 foraging wood storks, and 5 abandoned woodpecker cavity trees. No other species were found on the property.

DRAINAGE AND SURFACE WATER MANAGEMENT

The subject property is located within the Six Mile Cypress Watershed. According to Lee County Division of Natural Resources staff, this property is a vital link between I-75 and the Six Mile Cypress Slough. The subject property accommodates drainage from lands east of I-75 through a 4' x 6' box culvert. The flow generally moves east to west across the subject property and into the North Cross Creek sub-watershed. The existing channel sections north of Cross Creek Estates and through the proposed Danforth RPD have been modified to accommodate the surface water flow model for this property. Through the ongoing rezoning process for the Renaissance South RPD, the developer is working with the South Florida Water Management District to recreate the flow ways through and west of the site, which will enhance the regional water management system. To accommodate flows from the Renaissance project and lands to the east, the flow ways proposed through this area have been designed as 10-foot deep ditches with varied side slopes and bottom width. Weirs will be placed on the east side of Palomino Lane in the ditch. The proposed weirs will substantially improve water quality through the ditch system by providing retention of some runoff after a long dry period, when runoff water quality would be the worst.

APPROPRIATENESS ANALYSIS

Staff believes that the request to redesignate the 152 +/- acre site from Mixed Use Interchange and General Interchange to Outlying Suburban is an appropriate action in light of the factors discussed in this report. Staff believes the amendment is appropriate for the following reasons:

- The proposed Future Land Use Map change will decrease the potential residential density and non-residential intensity for the subject property.

- The proposed land use category will result in reduced impacts to public facilities and services as compared with the existing land use category

- Typical interchange uses, such as those that serve the traveling public, are already existing at the Daniels/I-75 interchange, and more specifically, within this quadrant of the interchange. Also, this quadrant of the interchange will still contain approximately 40 acres of land designated General Interchange that could potentially be developed as commercial uses to serve the traveling public. Additionally, there are vacant lands within the General Interchange areas at the other quadrants of the interchange that could be used to serve the traveling public.

- The areas immediately to the north and west of the subject property are currently designated Outlying Suburban. If the subject property is changed to Outlying Suburban, it would be compatible with the adjacent land use category.

- The developer has proposed a specific development scenario through the rezoning process. This is not a case of speculative land use planning.

- The loss of potential industrial land can be accommodated in the vacant Airport Commerce lands east of I-75.

B. CONCLUSIONS

Staff concludes that the proposed land use change is justified, as provided in this report. Staff concludes that the proposed Outlying Suburban designation is consistent with the Lee Plan and is appropriate at the subject location.

C. STAFF RECOMMENDATION

Staff recommends that the Board of County Commissioners transmit the proposed plan amendment. Staff's recommendation contains four sub-recommendations as follows:

1. Staff recommends that Map 1, the Future Land Use Map, be amended to change the future land use designation of this parcel from the Mixed Use Interchange and General Interchange land use categories to the Outlying Suburban land use category. The areas of the subject property that are within the Wetlands Future Land Use category will be modified administratively to reflect the jurisdictional wetland boundaries as provided by the applicant. This will result in an increase in Wetland acreage on the property from 22.15 to 26.29.

2. Staff recommends that the Planning Communities Acreage Allocation Table 1(b) for the Daniels Parkway planning community be amended to remove 68 residential acres from the Mixed Use Interchange category. The land use category change will necessitate the addition of some residential acreage into the Outlying Suburban allocation, which staff estimates will be approximately 123 +/-. The exact acreage that will be added to the Outlying Suburban category is, however, subject to change through plan amendment PAT 99-20 which takes a more comprehensive look at the Planning Communities Acreage Allocation Table 1(b).

3. Staff recommends that the 2 +/- acres remaining in the Mixed Use Interchange category be redesignated to General Interchange. This action is not part of the formal request, but staff believes it is necessary in light of the proposed land use change.

4. Staff further recommends that Policy 1.3.6, the Mixed Use Interchange category descriptor policy, be deleted from the Lee Plan because there will be no other areas in the county designated Mixed Use Interchange if this amendment is approved. The proposed language change is as follows:

~~**POLICY 1.3.6:** The Mixed Use Interchange District areas are intended to provide opportunities for a wide range of light industrial, office, and retail commercial uses, accompanied by a viable residential component to facilitate the internal capture of trips through on-site shopping and job creation. The residential uses in this category are to be transitional with existing and future residential uses abutting this land use district to promote compatibility with adjacent residential uses. The maximum residential density, of 5 units per acre, for this category is calculated on the upland acreage of the entire project including both residential and non-residential areas. Policy 6.1.2.2 does not apply to this interchange district. Commercial and residential uses shall meet the following criteria in this district.~~

~~1. In order to implement the standards of this district, Mixed Use Planned Development (MPD) zoning is required.~~

~~2. Residential uses in this category will serve as a transition between the intense non-residential uses within the interchange area and existing or potential residential uses on properties outside of the interchange category. To preserve the intent of the interchange designation, uses serving the traveling public are required within 330 feet of the arterial road creating the interchange.~~

~~3. To insure viable residential uses and to provide for employment and shopping opportunities for residential uses developed on site the following minimum acreage percentages are required:~~

- ~~45 percent of the gross usable land area will be developed with residential uses, and~~
- ~~40 percent of the gross usable land area will be developed with commercial and/or industrial uses.~~

~~4. Non-residential uses will be constructed in a fashion such that the total building area does not exceed 20% (0.2 FAR) of the total land area used for non-residential uses. Development intensities may be more or less than a floor area ratio (FAR) of 0.2 on individual parcels, as long as the project's average FAR for non-residential uses does not exceed 0.2.~~

~~5. Bicycle & Pedestrian facilities will be provided throughout the development. Connections between all uses are required to facilitate these alternative modes of transportation. When possible, connections to developments adjacent to the MPD will be provided.~~

~~6. Vehicular connections between residential and non-residential uses will be provided to facilitate the internal capture of trips. When possible, connections to developments adjacent to the MPD will be made to provide alternative access to the non-residential components of this development other than the arterial creating the interchange with I-75.~~

~~7. Landscaping requirements shall be increased in this land use category to help promote a pedestrian ambiance. The following requirements shall supplement the minimum standards of the Lee County Land Development Code Section 10-415.~~

- ~~Multi-family developments shall provide 1.5 trees per 3,000 S.F.~~
- ~~Non-residential uses shall provide 1.5 trees per 3,500 S.F.~~
- ~~Landscaping for internal parking areas shall be 15% of the total paved surface area.~~
- ~~An average fifty foot buffer strip which includes a minimum of 7 trees and 30 shrubs per 100 lineal feet and a double staggered hedge will be provided along the I-75 corridor. It is desired that existing native vegetation be retained and augmented to meet this standard.~~

~~If any facility deficiencies may result from the application of this district, commitments shall be provided at the time of zoning to insure that necessary improvements will be in~~

~~place to support the proposed uses.~~

PART III - LOCAL PLANNING AGENCY REVIEW AND RECOMMENDATION

DATE OF PUBLIC HEARING: June 25, 2001

A. LOCAL PLANNING AGENCY REVIEW

Planning staff and the applicant both gave brief summaries of the proposed amendment. One member of the LPA questioned the location of the remaining Mixed Use Interchange land that staff had recommended to be converted to General Interchange. In response, the applicant pointed out these areas on a map. The LPA provided no further discussion of the proposed amendment.

B. LOCAL PLANNING AGENCY RECOMMENDATION AND FINDINGS OF FACT SUMMARY

1. **RECOMMENDATION:** The LPA recommended that the Board of County Commissioners transmit this amendment as proposed by staff.

2. **BASIS AND RECOMMENDED FINDINGS OF FACT:** The LPA accepted the findings of fact as advanced by staff.

C. VOTE:

NOEL ANDRESS	**AYE**
SUSAN BROOKMAN	**AYE**
BARRY ERNST	**AYE**
RONALD INGE	**ABSENT**
GORDON REIGELMAN	**AYE**
VIRGINIA SPLITT	**ABSENT**
GREG STUART	**AYE**

PART IV - BOARD OF COUNTY COMMISSIONERS
HEARING FOR TRANSMITTAL OF PROPOSED AMENDMENT

DATE OF TRANSMITTAL HEARING: August 29, 2001

A. BOARD REVIEW: Staff provided a brief presentation on the proposed amendment. The Board of County Commissioners provided no discussion.

B. BOARD ACTION AND FINDINGS OF FACT SUMMARY:

1. **BOARD ACTION:** The Board voted to transmit the proposed amendment as recommended by staff and the LPA.

2. **BASIS AND RECOMMENDED FINDINGS OF FACT:** The Board accepted the findings of fact as advanced by staff.

C. VOTE:

JOHN ALBION	**AYE**
ANDREW COY	**AYE**
BOB JANES	**AYE**
RAY JUDAH	**AYE**
DOUG ST. CERNY	**AYE**

PART V - DEPARTMENT OF COMMUNITY AFFAIRS OBJECTIONS, RECOMMENDATIONS, AND COMMENTS (ORC) REPORT

DATE OF ORC REPORT: _____

A. DCA OBJECTIONS, RECOMMENDATIONS AND COMMENTS

B. STAFF RESPONSE

PART VI - BOARD OF COUNTY COMMISSIONERS
HEARING FOR ADOPTION OF PROPOSED AMENDMENT

DATE OF ADOPTION HEARING: _____

A. BOARD REVIEW:

B. BOARD ACTION AND FINDINGS OF FACT SUMMARY:

1. BOARD ACTION:

2. BASIS AND RECOMMENDED FINDINGS OF FACT:

C. VOTE:

	_____
JOHN ALBION	_____
ANDREW COY	_____
BOB JANES	_____
RAY JUDAH	_____
DOUG ST. CERNY	_____

CPA 2000-03
PRIVATELY SPONSORED AMENDMENT TO THE

LEE COUNTY COMPREHENSIVE PLAN

THE LEE PLAN

BoCC Public Hearing Document
for the
August 29th, 2001 Public Hearing

Lee County Planning Division
1500 Monroe Street
P.O. Box 398
Fort Myers, FL 33902-0398
(941) 479-8585

August 1, 2001

LEE COUNTY
DIVISION OF PLANNING
STAFF REPORT FOR
COMPREHENSIVE PLAN AMENDMENT
CPA 2000-03

☑ **Text Amendment** ☑ **Map Amendment**

✓	This Document Contains the Following Reviews:
✓	Staff Review
✓	Local Planning Agency Review and Recommendation
	Board of County Commissioners Hearing for Transmittal
	Staff Response to the DCA Objections, Recommendations, and Comments (ORC) Report
	Board of County Commissioners Hearing for Adoption

STAFF REPORT PREPARATION DATE: June 15, 2001

PART I - BACKGROUND AND STAFF RECOMMENDATION

A. SUMMARY OF APPLICATION

1. **APPLICANT:**
   WORTHINGTON OF RENAISSANCE, LLC
   REPRESENTED BY: DANIEL DELISI,
   VANASSE & DAYLOR, LLP

2. **REQUEST:** Amend the Future Land Use Map series, Map 1, the Future Land Use Map, to change the Future Land Use designation from Mixed Use Interchange and General Interchange to Outlying Suburban for approximately 152.37 +/- acres of land generally located in the northwest quadrant of the interchange of I-75 and Daniels Parkway. Subsequently, delete Policy 1.3.6, the Mixed Use Interchange descriptor policy, and reclassify the approximately 2 +/- acres that would remain in the Mixed Use Interchange category as General Interchange. Also, amend the Planning Communities Acreage Allocation Table 1(b), for the Daniels Parkway Planning Community, to remove 68 residential acres from the Mixed Use Interchange category and add 68 residential acres to the Outlying Suburban category.

B. STAFF RECOMMENDATION AND FINDINGS OF FACT SUMMARY

1. **STAFF RECOMMENDATION:** Planning staff recommends that the Board of County Commissioners transmit the proposed plan amendment. There are four actions that would be accomplished through the transmittal of this amendment. They are as follows:

   1. Map 1, the Future Land Use Map, would be amended to change the Future Land Use designation of the 152.37-acre subject property from Mixed Use Interchange and General Interchange to Outlying Suburban. None of the acreage within the Wetlands Future Land Use category is being converted at this time.

   2. The Planning Communities Acreage Allocation Table 1(b) for the Daniels Parkway planning community would be amended to remove 68 residential acres from the Mixed Use Interchange category, and add an unspecified number of acres to the Outlying Suburban residential allocation. Staff estimates that approximately 123 +/- acres will need to be added to the Outlying Suburban allocation to accommodate the same number of dwelling units as the 68 acres of Mixed Use Interchange. The exact acreage that will be added to Outlying Suburban is unsure at this time. The Planning Communities Acreage Allocation Table 1(b) will be amended comprehensively through plan amendment PAT 99-20, and will reflect the land use change made through this amendment.

   3. If this amendment is approved, there would be 2 +/- acres remaining in the Mixed Use Interchange category. These 2 acres would be the only acreage in the County with this land use designation. Staff believes these areas are too small to realistically be developed under the standards of the Mixed Use Interchange category. Staff recommends that these areas should be redesignated to General Interchange. This action is not part of the formal request, but staff believes it is necessary in light of the proposed land use change.

   4. Staff further recommends that Policy 1.3.6, Mixed Use Interchange category descriptor policy, be deleted from the Lee Plan because there would be no other areas in the County designated Mixed Use Interchange if this amendment is approved.

2. **BASIS AND RECOMMENDED FINDINGS OF FACT:**

- The proposed Future Land Use Map change will decrease the potential residential density and non-residential intensity for the subject property.

- The proposed designation of the property as Outlying Suburban would be compatible with the adjacent Outlying Suburban property to the north and west.

- The northern portion of the subject property was formerly designated as Outlying Suburban. It was changed to Mixed Use Interchange during the 1999 amendment cycle.

- The current Mixed Use Interchange designation allows for residential uses as well as a significant amount of non-residential use.

- The proposed land use change will not negatively impact any adopted levels of service for community facilities or infrastructure. In fact, it will lessen the impacts on these facilities.

- The property owner is currently in the process of establishing the subject property as a Uniform Community Development District. This District will be an infrastructure financing tool for the developer. The establishment of the District provides extra protection to ensure that the County will not have to pay the costs associated with any expanded infrastructure that might be necessitated by the development of the property.

- The Daniels Parkway interchange currently contains enough land within the General Interchange areas to adequately serve the traveling public, as required by Objective 1.3 of the Lee Plan. The frontage along Daniels Parkway, south of the subject property, is currently developed with uses that serve the traveling public. The other three quadrants of the Daniels interchange are also designated General Interchange and could accommodate uses that would serve the traveling public.

- The applicant has immediate plans to develop the subject property as a residential golf course community if the proposed amendment is adopted. The subject property is undergoing rezoning to Residential Planned Development concurrent with this application. This amendment is necessary to accommodate the proposed plan of development for the property.

C. BACKGROUND INFORMATION

1. COMPREHENSIVE PLAN AND ZONING BACKGROUND

In 1984, Lee County adopted its first official Future Land Use Map (FLUM) as an integral part of its comprehensive plan. On that map, the subject property was designated General Interchange, Rural, and Resource Protection (now Wetlands). In 1987, a corridor study was completed for Daniels Parkway. Through the adoption of that study, the Rural portions of the subject property were converted to Outlying Suburban. In 1988, the majority of the subject property was rezoned to CPD, and the Danport Center DRI was established. The Danport Center was proposed to be a regional mall site with 1,800,000 square feet of mixed commercial development and a hotel. The regional mall, however, was never developed and the Danport Center DRI was abandoned in August of 1998. Then during the 1999 Lee Plan amendment cycle, the subject property was converted from General Interchange and Outlying Suburban to the newly created Mixed Use Interchange category. Concurrent with the 1999 plan amendment, most of the subject property was rezoned to a Mixed Use Planned Development that was designed to meet the requirements of the newly created Mixed Use Interchange land use category. This rezoning accommodated 500 dwelling units, 235,000 square feet of office, 40,000 square feet of retail uses, and 300,000 square feet of industrial uses. This zoning was approved in April of 2000, is still active, and could potentially be developed with these uses today. Currently, the property that is the subject of this request is mostly within the Mixed Use

Interchange land use category (129 acres), but it also contains approximately 2 acres of General Interchange and approximately 22 acres within the Wetlands category.

2. EXISTING CONDITIONS

SIZE OF PROPERTY: The subject area is approximately 152.37 acres in size.

PROPERTY LOCATION: The subject property is generally located in the northwest quadrant of I-75 and Daniels Parkway.

CURRENT ZONING: MPD, AG-2, and CPD.

CURRENT FUTURE LAND USE CLASSIFICATION: The subject property is currently designated Mixed Use Interchange, General Interchange, and Wetlands Future Land Use categories.

3. INFRASTRUCTURE AND SERVICES

SEWER: The subject property is within the Lee County Utilities Wastewater Franchise area. The subject property will be served by the City of Fort Myers' South Wastewater Treatment Plant, through an interlocal agreement. The plant currently has the capacity to serve the subject property. In terms of sewer infrastructure, Lee County Utilities currently has a 16-inch force main on Daniels Parkway and a lift station on Skyport Avenue to serve the subject property. Lee County Utilities staff have indicated that they do not have any objection to the proposed amendment since it will result in a reduction in development intensity.

WATER: The subject property is within the Lee County Utilities Water Franchise area, and would be served by Lee County Utilities' Corkscrew Water Plant, which currently has available capacity to serve the subject property. In terms of water infrastructure, Lee County Utilities currently has a 30-inch water main on Daniels Parkway and a 10-inch water main on Mall Loop Road. Lee County Utilities staff have indicated that they do not have any objection to the proposed amendment since it will result in a reduction in development intensity.

FIRE: Fire/Rescue service is provided by the South Trail Fire Protection and Rescue Service District. South Trail District staff have indicated that the proposed amendment should have no additional impacts on their services because it will result in a reduction in development intensity. There is a fire substation located directly across the Daniels Parkway that would serve the subject property. The District is also planning for construction of a new substation to be built about 3 miles east of the subject property.

TRANSPORTATION: The subject property currently has access from Daniels Parkway, via Mall Loop Road. The property also has access from Palomino Lane.

SOLID WASTE FRANCHISE: Solid waste disposal is provided by Florida Recycling Services. This company has confirmed that they will be able to provide service to the subject property. Once collected, combustible waste will be sent to the County's Waste to Energy Facility and non-combustible waste will be sent to the Gulf Coast Landfill. If fully developed under the proposed Future Land Use category, the subject property could be expected to generate approximately 3.46 tons per day of solid waste. This figure will be less than what could be generated under the existing Future Land Use designation, because the subject property would accommodate fewer residents and significantly less commercial and industrial development if this map amendment is adopted. The Lee County Waste to Energy Facility currently has sufficient capacity to handle this potential volume of solid waste.

PART II - STAFF ANALYSIS

A. STAFF DISCUSSION

INTRODUCTION

The applicant, Worthington of Renaissance, LLC, represented by Daniel DeLisi, is requesting a Future Land Use Map amendment from Mixed Use Interchange and General Interchange to Outlying Suburban for 152.37 acres of land. The applicant is also requesting an amendment to Table 1(b), Planning Community Year 2020 Allocations for the Daniels Parkway Planning Community, to remove 68 acres from the Mixed Use Interchange category and add 68 acres to the Outlying Suburban category. The property is generally located in the northwest quadrant of Daniels Parkway and I-75. If the amendment is approved, the area would change from a mix of residential, commercial, and industrial uses to a predominantly low-density residential area, with some limited commercial uses.

SUMMARY OF REQUEST

According to the application, the summary of the request is as follows:

> *"Convert 129.04 +/- acres of Mixed Use Interchange, 1.95 acres of General Interchange, and 22.15 acres of Wetlands to Outlying Suburban. The result will be a reduction in intensity by converting these commercial areas to residential, and decreasing the allowed residential intensity."*

Staff believes that the request will also necessitate modifications to the Planning Communities Acreage Allocation Table 1(b) to remove the 68 residential acres from the Mixed Use Interchange category, and add an unspecified number of acres to the Outlying Suburban residential allocation. Staff estimates that approximately 123 +/- acres will need to be added to the Outlying Suburban allocation to accommodate the same number of dwelling units as the 68 acres of Mixed Use Interchange. The exact acreage that will be added to Outlying Suburban is unsure at this time. The Planning Communities Acreage Allocation Table 1(b) will be amended comprehensively through plan amendment PAT 99-20, and will reflect the land use change made through this amendment.

Through the review of this amendment application, staff discovered that the requested change would also necessitate other minor changes to the Lee Plan that should be addressed at this time. If the proposed plan amendment is adopted, it will leave approximately 2 acres in the Mixed Use Interchange category. These would be the only lands remaining in the County so designated, and because the two acres are divided into three smaller areas, they would not realistically be developable under the standards of the Mixed Use Interchange category. So, as part of this amendment, staff is recommending that the request be augmented to redesignate the remaining 2 +/- acres of Mixed Use Interchange as General Interchange. Staff also recommends that the request be augmented to include the removal of Policy 1.3.6, the Mixed Use Interchange descriptor Policy, from the Lee Plan.

The applicant has requested that 22.15 acres within the Wetlands Future Land Use category be converted to Outlying Suburban as part of this request. Staff does not agree that the redesignation of Wetlands should be a part of the formal request for several reasons. The applicant has confirmed that the actual acreage of jurisdictional wetlands on the property is approximately 26.29 acres. This figure is different from the 22.15 acres that are currently designated Wetlands on the Future Land Use Map. Generally, when privately-initiated plan amendments include areas designated Wetlands on the Future Land Use Map, the Wetland boundaries on the map are modified administratively by staff to reflect the boundaries delineated in the jurisdictional wetlands determination. This procedure is consistent with Objective 1.5 of the Lee Plan which requires the County to designate on the Future Land Use Map those lands that are identified as Wetlands through the use of the unified state delineation methodology. This procedure is also consistent with Lee Plan Chapter XIII.b.A.2.b, "Administrative Interpretations of the Lee Plan."

COMPARISON OF DEVELOPMENT POTENTIAL

As noted above, the majority of the subject property is currently designated Mixed Use Interchange. The Mixed Use Interchange category allows a density of up to 5 dwelling units per acre. The Mixed Use Interchange areas of the subject property (151 acres) could, therefore, accommodate up to 755 residential dwelling units. This is assuming that there are no jurisdictional wetlands on the property. Staff notes, however, that the property does contain jurisdictional wetlands, and that their presence would reduce the allowable density on the property. The remaining two acres of the property are within the General Interchange category, which would not permit any dwelling units.

The Mixed Use Interchange land use category also allows for a significant amount of commercial and/or industrial development. The land use category provides that at least 40 percent of the gross usable land area will be developed with commercial and/or industrial uses. The subject property contains approximately 153 total acres, therefore, 40 percent of the subject property would be 181.2 acres (or 7,893,072 square feet). The land use category also provides that non-residential uses must be constructed in a manner such that the total building area does not exceed 20 percent of the total land area used for non-residential uses. Staff calculates that 20 percent of 7,893,072 square feet would be 1,578,614 square feet. This is the maximum building area that could potentially be used for commercial or industrial uses on the subject property. These non-residential uses would be in addition to the 755 residential units that could also be developed on the subject property under the existing land use category.

Under the proposed amendment, the subject property would contain 153 acres within the Outlying Suburban category, which allows a maximum density of 3 dwelling units per acre. Under this density, the property could potentially accommodate 459 total dwelling units. Again, this is assuming that there are no jurisdictional wetlands on the property, which staff confirms is not the case. The presence of jurisdictional wetlands would further reduce the allowable density.

In terms of non-residential uses that could potentially be developed under the Outlying Suburban designation, staff notes that commercial and industrial uses would be limited. Commercial uses are limited to Neighborhood Centers, which staff has generally interpreted as less than 100,000 square feet of building area on 10 acres or less. Industrial uses are not permitted in the Outlying Suburban category.

In summary, staff believes that the proposed amendment will represent a reduction in potential residential units (459 versus 755). Staff also believes that the proposed amendment will represent a significant reduction in the non-residential potential of the property (1,578,614 square feet versus 100,000 square feet). The reduction in residential density and non-residential intensity will result in a reduction in the total impacts to public services that could otherwise occur under the existing land use category.

POPULATION ACCOMMODATION

Under the current land use designations, approximately 755 dwelling units could be constructed on the property. These dwelling units would accommodate 1,577 persons on the Future Land Use Map (755 dwelling units x 2.09 persons per dwelling unit). The population accommodation capacity of the subject property under the current Future Land Use designation is 1,577 persons.

Under the proposed land use category, approximately 459 dwelling units could be constructed on the subject property. These dwelling units would accommodate 959 persons on the Future Land Use Map (459 dwelling units x 2.09 persons per dwelling unit). The population accommodation capacity of the subject property under the proposed Future Land Use designation is 959 persons.

The proposed Future Land Use Map change will decrease the population accommodation of the Future Land Use Map by 618 persons. Staff would point out, however, that prior to the 1999 plan amendment that changed this property to Mixed Use Interchange, the subject area accommodated no dwelling units or persons.

ADJACENT ZONING AND LAND USES

Surrounding Zoning

The subject property is currently zoned MPD, which would allow 500 residential units, 235,000 square feet of office uses, 40,000 square feet of retail uses, and 300,000 square feet of industrial uses. To the north of the subject property is AG-2 zoning, which is currently in the process of being rezoned to RPD. To the south of the subject property is active CPD zoning. To the east of the subject property is a narrow strip of vacant parcels zoned MPD and CPD, which is currently inthe process of being rezoned to RPD. To the west of the subject property is Palomino Lane, then AG-2 and RPD zoning.

Surrounding Land Uses

The existing use of the subject property is mostly vacant land, with the exception of four single-family homes. To the north of the subject property is an undeveloped area designated Outlying Suburban. The redesignation of the subject property as Outlying Suburban will be compatible with the lands to the north. The lands to the north will also be under the same unified plan of development as the subject property. South of the subject property is an area of existing and future commercial properties designated General Interchange. As stated above, the areas to the south are zoned CPD. This area already contains 2 convenience stores with gas pumps, two restaurants, and hotel. These uses near Daniels Parkway serve the needs of the traveling public as required by Objective 1.3 of the Lee Plan, which describes the interstate interchange areas. To the east of the subject property is a narrow strip of vacant land that is designated General Interchange. Under this land use category, the property could potentially develop with a wide variety of tourist commercial, general commercial, or light industrial/commercial uses. To the west of the subject property is Palomino Lane. West of Palomino Lane is an area designated Outlying Suburban that is characterized by low density residential uses. The proposed conversion of the subject property to Outlying Suburban would be compatible with the land use to the west.

IMPACTS TO SERVICES

Planning staff and the applicant solicited comments from various public community service and facilities providers to determine the impact that the proposed amendment would have on their ability to provide service to the area. The comments that were received have been attached to this report. In addition to the impacts to water, sewer, fire, and solid waste discussed previously, staff has highlighted the impacts to additional public services.

Transportation

Lee County Department of Transportation (DOT) staff have reviewed the proposal and provided written comments dated May 1, 2001. Their comments state that they have no objection to the proposed amendment because "this proposed change will decrease traffic from the study area." Planning staff agrees with the assessment provided by DOT because the proposed amendment will result in a slight reduction in residential density and a significant reduction in non-residential intensity. Staff had concerns about the 1999 plan amendment that designated the subject property as Mixed Use Interchange because of the potential traffic impacts that the potential commercial and industrial areas would have on Palomino Lane and Daniels Parkway. These impacts will be much lower if the property is redesignated as Outlying Suburban.

Emergency Management - Hurricane Evacuation/Shelter Impacts

Lee County Emergency Management staff have reviewed the proposal and provided written comments dated February 23, 2001. This letter provides that the subject property is within the Category 4 and 5 Hurricane Evacuation Zones. This area will not receive storm surge flooding from a Category 3 hurricane, therefore, this area is exempt from the requirements of Land Development Code Section 2-481 through 2-486 that require shelter and evacuation route impact mitigation for residential developments. Any new residential development on the site in excess of 50 dwelling units will be required to submit an emergency preparedness plan at the time of development order application.

School Impacts

Staff of the School District of Lee County have reviewed the proposal and provided written comments dated September 7, 2000. According to the School District staff, the proposed amendment would reduce the potential school impacts by approximately 8 students and one classroom in comparison with the existing land use category. Despite the reduction in school impacts resulting from this map amendment, the development of the subject property would still create impacts to the School District when the property is actually developed. These impacts could be addressed during the rezoning process.

Mass Transit

The subject property is served by Lee Tran Route 85. The Lee Tran web site summarizes Route 85 as follows:

> *"Route 85 is an hourly route that serves several residential areas: SWI Airport, Danport Centre, Gulf Coast Hospital, Bell Tower, Lakes Park, Health Park, and Summerlin Square. This route has direct connection with the Park-n-Ride Trolley to Fort Myers Beach at Summerlin Square."*

Staff notes that Route 85 specifically serves the Danport Centre, which is the former name for the subject property. The Route schedule indicates that Lee Tran stops at the subject property every hour, from 6:10 a.m. to 10:25 p.m., Monday through Saturday. On Sunday, Lee Tran stops at the subject property every two hours between 7:28 a.m. and 9:28 p.m.

Community Parks

The subject property is located in Park Impact Fee District 4. The Lee Plan sets out a regulatory level of service and a "desired" level of service for community parks. The regulatory level of service is currently 0.8 acres per 1,000 permanent residents in the unincorporated area of each district. The "desired" level of service was increased in 1996 to 1.75 acres per 1,000 permanent residents in the unincorporated area of each district, and was increased again in 1998 to 2.00 acres per 1,000 permanent residents in the unincorporated area of each district. According to the Concurrency Management Inventory and Projections the district will meet the basic regulatory standard for level of service through the Year 2005. The district, however, has not met the "desired" standard since 1997.

The applicant has provided that the proposed amendment will not increase residential units over what has already been approved via the 1999 land use map amendment, therefore, the proposed amendment will not negatively impact community parks level of service. The applicant has also provided that the proposed development scenario for the property will include significant open space and recreational opportunities in the form of a golf course and other recreational opportunities.

Staff would also point out that the property owner is in the process of establishing the property as a Uniform Community Development District (UCDD). Once this district has been established, it will ensure that any necessary improvements to most public facilities, infrastructure and services, including parks and recreation, will be fully financed by the developer of the property. Additional staff discussion about the Renaissance UCDD is provided later in the following paragraph.

Impacts to Services Conclusion
Given that the proposed land use change would result in a decrease in the potential number of residential units, as well as the elimination of a significant amount of potential commercial and industrial area, staff believes that the proposed amendment would generally reduce the impacts to public services created by the future development of the property.

The subject property is within the Privately Funded Infrastructure Overlay as shown on Map 1 (Page 2 of 4) of the Lee Plan. According to Objective 3.1, that describes the overlay, these areas will be permitted to develop with urban-level densities because the necessary infrastructure and service improvements will be provided by the developer through a variety of methods, including the establishment of community development districts. Once established, a community development district serves to manage and finance its basic infrastructure systems, facilities, and services within its boundaries pursuant to the Uniform Community Development District Act of Florida, Chapter 190, Florida Statutes and Rule 42-1, Florida Administrative Code. This removes the burden of providing increased services and infrastructure from the County and places it upon the developer of the area in question. The property owner in this case is currently in the process of establishing the subject property as a Uniform Community Development District (UCDD). The property owner has already submitted one petition for the establishment of a UCDD that would cover the provision of basic infrastructure within the subject property. As of the drafting of this report, staff has reviewed the petition and recommended approval of the UCDD. The final decision on the establishment of the UCDD will be made by the Board of County Commissioners in the near future. The property owner has also indicated to staff that they will submit another UCDD petition in the near future that will cover parks and recreation, security, and waste collection and disposal. Staff anticipates that this UCDD petition will be submitted and approved prior to the final adoption of this amendment.

VEGETATION AND WILDLIFE
The 153-acre site contains a wide variety of FLUCCS classifications, as shown on the Species survey map with FLUCCS communities provided by Boylan Environmental Consultants. The dominant feature of the site is improved pasture (90 acres). There are also several impacted FLUCCS categories present. There are, however, some indigenous communities on the property. The site contains 11.95 acres of pine-melaleuca with scattered saw palmetto, 1.31 acres of pine melaleuca wetlands, and 1.56 acres of cypress, all of which are considered indigenous. Through the planned development rezoning process, the developer will have to meet the indigenous preserve requirement as provided in the Land Development Code. The proposed plan amendment will not result in any additional impacts beyond what would be permitted under the existing land use category.

The applicant has provided a wetlands jurisdictional map for the subject property. This map shows the Army Corps of Engineers and South Florida Water Management District jurisdictional wetlands for the entire 542 +/- acre Worthington of Renaissance property. The area depicted on the map is much larger than the boundaries of the subject property. Staff confirms with the applicant that there are approximately 26.29+/- acres of jurisdictional wetlands on the subject property. This figure is slightly more than the 22.15 acres currently designated Wetlands on the Future Land Use Map. The Wetland boundaries will be modified administratively to reflect the jurisdictional wetlands determination provided by the applicant.

The species survey of the property, conducted by Boylan Environmental Consultants, shows the presence of 1 Big Cypress Fox Squirrel Nest, 2 foraging wood storks, and 5 abandoned woodpecker cavity trees. No other species were found on the property.

DRAINAGE AND SURFACE WATER MANAGEMENT

The subject property is located within the Six Mile Cypress Watershed. According to Lee County Division of Natural Resources staff, this property is a vital link between I-75 and the Six Mile Cypress Slough. The subject property accommodates drainage from lands east of I-75 through a 4' x 6' box culvert. The flow generally moves east to west across the subject property and into the North Cross Creek sub-watershed. The existing channel sections north of Cross Creek Estates and through the proposed Danforth RPD have been modified to accommodate the surface water flow model for this property. Through the ongoing rezoning process for the Renaissance South RPD, the developer is working with the South Florida Water Management District to recreate the flow ways through and west of the site, which will enhance the regional water management system. To accommodate flows from the Renaissance project and lands to the east, the flow ways proposed through this area have been designed as 10-foot deep ditches with varied side slopes and bottom width. Weirs will be placed on the east side of Palomino Lane in the ditch. The proposed weirs will substantially improve water quality through the ditch system by providing retention of some runoff after a long dry period, when runoff water quality would be the worst.

APPROPRIATENESS ANALYSIS

Staff believes that the request to redesignate the 152 +/- acre site from Mixed Use Interchange and General Interchange to Outlying Suburban is an appropriate action in light of the factors discussed in this report. Staff believes the amendment is appropriate for the following reasons:

- The proposed Future Land Use Map change will decrease the potential residential density and non-residential intensity for the subject property.

- The proposed land use category will result in reduced impacts to public facilities and services as compared with the existing land use category

- Typical interchange uses, such as those that serve the traveling public, are already existing at the Daniels/I-75 interchange, and more specifically, within this quadrant of the interchange. Also, this quadrant of the interchange will still contain approximately 40 acres of land designated General Interchange that could potentially be developed as commercial uses to serve the traveling public. Additionally, there are vacant lands within the General Interchange areas at the other quadrants of the interchange that could be used to serve the traveling public.

- The areas immediately to the north and west of the subject property are currently designated Outlying Suburban. If the subject property is changed to Outlying Suburban, it would be compatible with the adjacent land use category.

- The developer has proposed a specific development scenario through the rezoning process. This is not a case of speculative land use planning.

- The loss of potential industrial land can be accommodated in the vacant Airport Commerce lands east of I-75.

B. CONCLUSIONS

Staff concludes that the proposed land use change is justified, as provided in this report. Staff concludes that the proposed Outlying Suburban designation is consistent with the Lee Plan and is appropriate at the subject location.

C. STAFF RECOMMENDATION

Staff recommends that the Board of County Commissioners transmit the proposed plan amendment. Staff's recommendation contains four sub-recommendations as follows:

1. Staff recommends that Map 1, the Future Land Use Map, be amended to change the future land use designation of this parcel from the Mixed Use Interchange and General Interchange land use categories to the Outlying Suburban land use category. The areas of the subject property that are within the Wetlands Future Land Use category will be modified administratively to reflect the jurisdictional wetland boundaries as provided by the applicant. This will result in an increase in Wetland acreage on the property from 22.15 to 26.29.

2. Staff recommends that the Planning Communities Acreage Allocation Table 1(b) for the Daniels Parkway planning community be amended to remove 68 residential acres from the Mixed Use Interchange category. The land use category change will necessitate the addition of some residential acreage into the Outlying Suburban allocation, which staff estimates will be approximately 123 +/-. The exact acreage that will be added to the Outlying Suburban category is, however, subject to change through plan amendment PAT 99-20 which takes a more comprehensive look at the Planning Communities Acreage Allocation Table 1(b).

3. Staff recommends that the 2 +/- acres remaining in the Mixed Use Interchange category be redesignated to General Interchange. This action is not part of the formal request, but staff believes it is necessary in light of the proposed land use change.

4. Staff further recommends that Policy 1.3.6, the Mixed Use Interchange category descriptor policy, be deleted from the Lee Plan because there will be no other areas in the county designated Mixed Use Interchange if this amendment is approved. The proposed language change is as follows:

~~**POLICY 1.3.6:** The Mixed Use Interchange District areas are intended to provide opportunities for a wide range of light industrial, office, and retail commercial uses, accompanied by a viable residential component to facilitate the internal capture of trips through on-site shopping and job creation. The residential uses in this category are to be transitional with existing and future residential uses abutting this land use district to promote compatibility with adjacent residential uses. The maximum residential density, of 5 units per acre, for this category is calculated on the upland acreage of the entire project including both residential and non-residential areas. Policy 6.1.2.2 does not apply to this interchange district. Commercial and residential uses shall meet the following criteria in this district.~~

1. In order to implement the standards of this district, Mixed Use Planned Development (MPD) zoning is required.

2. Residential uses in this category will serve as a transition between the intense non-residential uses within the interchange area and existing or potential residential uses on properties outside of the interchange category. To preserve the intent of the interchange designation, uses serving the traveling public are required within 330 feet of the arterial road creating the interchange.

3. To insure viable residential uses and to provide for employment and shopping opportunities for residential uses developed on site the following minimum acreage percentages are required:

- 45 percent of the gross usable land area will be developed with residential uses, and
- 40 percent of the gross usable land area will be developed with commercial and/or industrial uses.

4. Non-residential uses will be constructed in a fashion such that the total building area does not exceed 20% (0.2 FAR) of the total land area used for non-residential uses. Development intensities may be more or less than a floor area ratio (FAR) of 0.2 on individual parcels, as long as the project's average FAR for non-residential uses does not exceed 0.2.

5. Bicycle & Pedestrian facilities will be provided throughout the development. Connections between all uses are required to facilitate these alternative modes of transportation. When possible, connections to developments adjacent to the MPD will be provided.

6. Vehicular connections between residential and non-residential uses will be provided to facilitate the internal capture of trips. When possible, connections to developments adjacent to the MPD will be made to provide alternative access to the non-residential components of this development other than the arterial creating the interchange with I-75.

7. Landscaping requirements shall be increased in this land use category to help promote a pedestrian ambiance. The following requirements shall supplement the minimum standards of the Lee County Land Development Code Section 10-415.

- Multi-family developments shall provide 1.5 trees per 3,000 S.F.
- Non-residential uses shall provide 1.5 trees per 3,500 S.F.
- Landscaping for internal parking areas shall be 15% of the total paved surface area.
- An average fifty foot buffer strip which includes a minimum of 7 trees and 30 shrubs per 100 lineal feet and a double staggered hedge will be provided along the I-75 corridor. It is desired that existing native vegetation be retained and augmented to meet this standard.

If any facility deficiencies may result from the application of this district, commitments shall be provided at the time of zoning to insure that necessary improvements will be in

~~place to support the proposed uses.~~

PART III - LOCAL PLANNING AGENCY REVIEW AND RECOMMENDATION

DATE OF PUBLIC HEARING: June 25, 2001

A. LOCAL PLANNING AGENCY REVIEW

Planning staff and the applicant both gave brief summaries of the proposed amendment. One member of the LPA questioned the location of the remaining Mixed Use Interchange land that staff had recommended to be converted to General Interchange. In response, the applicant pointed out these areas on a map. The LPA provided no further discussion of the proposed amendment.

B. LOCAL PLANNING AGENCY RECOMMENDATION AND FINDINGS OF FACT SUMMARY

1. **RECOMMENDATION:** The LPA recommended that the Board of County Commissioners transmit this amendment as proposed by staff.

2. **BASIS AND RECOMMENDED FINDINGS OF FACT:** The LPA accepted the findings of fact as advanced by staff.

C. VOTE:

NOEL ANDRESS	**AYE**
SUSAN BROOKMAN	**AYE**
BARRY ERNST	**AYE**
RONALD INGE	**ABSENT**
GORDON REIGELMAN	**AYE**
VIRGINIA SPLITT	**ABSENT**
GREG STUART	**AYE**

PART IV - BOARD OF COUNTY COMMISSIONERS
HEARING FOR TRANSMITTAL OF PROPOSED AMENDMENT

DATE OF TRANSMITTAL HEARING: August 29, 2001

A. BOARD REVIEW:

B. BOARD ACTION AND FINDINGS OF FACT SUMMARY:

1. BOARD ACTION:

2. BASIS AND RECOMMENDED FINDINGS OF FACT:

C. VOTE:

JOHN ALBION	_____
ANDREW COY	_____
BOB JANES	_____
RAY JUDAH	_____
DOUG ST. CERNY	_____

PART V - DEPARTMENT OF COMMUNITY AFFAIRS OBJECTIONS, RECOMMENDATIONS, AND COMMENTS (ORC) REPORT

DATE OF ORC REPORT: _____

A. DCA OBJECTIONS, RECOMMENDATIONS AND COMMENTS

B. STAFF RESPONSE

PART VI - BOARD OF COUNTY COMMISSIONERS
HEARING FOR ADOPTION OF PROPOSED AMENDMENT

DATE OF ADOPTION HEARING: _____

A. BOARD REVIEW:

B. BOARD ACTION AND FINDINGS OF FACT SUMMARY:

1. BOARD ACTION:

2. BASIS AND RECOMMENDED FINDINGS OF FACT:

C. VOTE:

	_____
JOHN ALBION	_____
ANDREW COY	_____
BOB JANES	_____
RAY JUDAH	_____
DOUG ST. CERNY	_____

CPA 2000-03
PRIVATELY SPONSORED AMENDMENT TO THE

LEE COUNTY COMPREHENSIVE PLAN

THE LEE PLAN

LPA Public Hearing Document
for the
June 25th, 2001 Public Hearing

Lee County Planning Division
1500 Monroe Street
P.O. Box 398
Fort Myers, FL 33902-0398
(941) 479-8585

June 15, 2001

LEE COUNTY
DIVISION OF PLANNING
STAFF REPORT FOR
COMPREHENSIVE PLAN AMENDMENT
CPA 2000-03

☑ **Text Amendment** ☑ **Map Amendment**

✓	This Document Contains the Following Reviews:
✓	Staff Review
	Local Planning Agency Review and Recommendation
	Board of County Commissioners Hearing for Transmittal
	Staff Response to the DCA Objections, Recommendations, and Comments (ORC) Report
	Board of County Commissioners Hearing for Adoption

STAFF REPORT PREPARATION DATE: June 15, 2001

PART I - BACKGROUND AND STAFF RECOMMENDATION

A. SUMMARY OF APPLICATION

1. **APPLICANT:**
   WORTHINGTON OF RENAISSANCE, LLC
   REPRESENTED BY: DANIEL DELISI,
   VANASSE & DAYLOR, LLP

2. **REQUEST:** Amend the Future Land Use Map series, Map 1, the Future Land Use Map, to change the Future Land Use designation from Mixed Use Interchange and General Interchange to Outlying Suburban for approximately 152.37 +/- acres of land generally located in the northwest quadrant of the interchange of I-75 and Daniels Parkway. Subsequently, delete Policy 1.3.6, the Mixed Use Interchange descriptor policy, and reclassify the approximately 2 +/- acres that would remain in the Mixed Use Interchange category as General Interchange. Also, amend the Planning Communities Acreage Allocation Table 1(b), for the Daniels Parkway Planning Community, to remove 68 residential acres from the Mixed Use Interchange category and add 68 residential acres to the Outlying Suburban category.

B. STAFF RECOMMENDATION AND FINDINGS OF FACT SUMMARY

1. **STAFF RECOMMENDATION:** Planning staff recommends that the Board of County Commissioners transmit the proposed plan amendment. There are four actions that would be accomplished through the transmittal of this amendment. They are as follows:

   1. Map 1, the Future Land Use Map, would be amended to change the Future Land Use designation of the 152.37-acre subject property from Mixed Use Interchange and General Interchange to Outlying Suburban. None of the acreage within the Wetlands Future Land Use category is being converted at this time.

   2. The Planning Communities Acreage Allocation Table 1(b) for the Daniels Parkway planning community would be amended to remove 68 residential acres from the Mixed Use Interchange category, and add an unspecified number of acres to the Outlying Suburban residential allocation. Staff estimates that approximately 123 +/- acres will need to be added to the Outlying Suburban allocation to accommodate the same number of dwelling units as the 68 acres of Mixed Use Interchange. The exact acreage that will be added to Outlying Suburban is unsure at this time. The Planning Communities Acreage Allocation Table 1(b) will be amended comprehensively through plan amendment PAT 99-20, and will reflect the land use change made through this amendment.

   3. If this amendment is approved, there would be 2 +/- acres remaining in the Mixed Use Interchange category. These 2 acres would be the only acreage in the County with this land use designation. Staff believes these areas are too small to realistically be developed under the standards of the Mixed Use Interchange category. Staff recommends that these areas should be redesignated to General Interchange. This action is not part of the formal request, but staff believes it is necessary in light of the proposed land use change.

   4. Staff further recommends that Policy 1.3.6, Mixed Use Interchange category descriptor policy, be deleted from the Lee Plan because there would be no other areas in the County designated Mixed Use Interchange if this amendment is approved.

2. **BASIS AND RECOMMENDED FINDINGS OF FACT:**

- The proposed Future Land Use Map change will decrease the potential residential density and non-residential intensity for the subject property.

- The proposed designation of the property as Outlying Suburban would be compatible with the adjacent Outlying Suburban property to the north and west.

- The northern portion of the subject property was formerly designated as Outlying Suburban. It was changed to Mixed Use Interchange during the 1999 amendment cycle.

- The current Mixed Use Interchange designation allows for residential uses as well as a significant amount of non-residential use.

- The proposed land use change will not negatively impact any adopted levels of service for community facilities or infrastructure. In fact, it will lessen the impacts on these facilities.

- The property owner is currently in the process of establishing the subject property as a Uniform Community Development District. This District will be an infrastructure financing tool for the developer. The establishment of the District provides extra protection to ensure that the County will not have to pay the costs associated with any expanded infrastructure that might be necessitated by the development of the property.

- The Daniels Parkway interchange currently contains enough land within the General Interchange areas to adequately serve the traveling public, as required by Objective 1.3 of the Lee Plan. The frontage along Daniels Parkway, south of the subject property, is currently developed with uses that serve the traveling public. The other three quadrants of the Daniels interchange are also designated General Interchange and could accommodate uses that would serve the traveling public.

- The applicant has immediate plans to develop the subject property as a residential golf course community if the proposed amendment is adopted. The subject property is undergoing rezoning to Residential Planned Development concurrent with this application. This amendment is necessary to accommodate the proposed plan of development for the property.

C. BACKGROUND INFORMATION

1. COMPREHENSIVE PLAN AND ZONING BACKGROUND

In 1984, Lee County adopted its first official Future Land Use Map (FLUM) as an integral part of its comprehensive plan. On that map, the subject property was designated General Interchange, Rural, and Resource Protection (now Wetlands). In 1987, a corridor study was completed for Daniels Parkway. Through the adoption of that study, the Rural portions of the subject property were converted to Outlying Suburban. In 1988, the majority of the subject property was rezoned to CPD, and the Danport Center DRI was established. The Danport Center was proposed to be a regional mall site with 1,800,000 square feet of mixed commercial development and a hotel. The regional mall, however, was never developed and the Danport Center DRI was abandoned in August of 1998. Then during the 1999 Lee Plan amendment cycle, the subject property was converted from General Interchange and Outlying Suburban to the newly created Mixed Use Interchange category. Concurrent with the 1999 plan amendment, most of the subject property was rezoned to a Mixed Use Planned Development that was designed to meet the requirements of the newly created Mixed Use Interchange land use category. This rezoning accommodated 500 dwelling units, 235,000 square feet of office, 40,000 square feet of

retail uses, and 300,000 square feet of industrial uses. This zoning was approved in April of 2000, is still active, and could potentially be developed with these uses today. Currently, the property that is the subject of this request is mostly within the Mixed Use Interchange land use category (129 acres), but it also contains approximately 2 acres of General Interchange and approximately 22 acres within the Wetlands category.

2. EXISTING CONDITIONS

SIZE OF PROPERTY: The subject area is approximately 152.37 acres in size.

PROPERTY LOCATION: The subject property is generally located in the northwest quadrant of I-75 and Daniels Parkway.

CURRENT ZONING: MPD, AG-2, and CPD.

CURRENT FUTURE LAND USE CLASSIFICATION: The subject property is currently designated Mixed Use Interchange, General Interchange, and Wetlands Future Land Use categories.

3. INFRASTRUCTURE AND SERVICES

SEWER: The subject property is within the Lee County Utilities Wastewater Franchise area. The subject property will be served by the City of Fort Myers' South Wastewater Treatment Plant, through an interlocal agreement. The plant currently has the capacity to serve the subject property. In terms of sewer infrastructure, Lee County Utilities currently has a 16-inch force main on Daniels Parkway and a lift station on Skyport Avenue to serve the subject property. Lee County Utilities staff have indicated that they do not have any objection to the proposed amendment since it will result in a reduction in development intensity.

WATER: The subject property is within the Lee County Utilities Water Franchise area, and would be served by Lee County Utilities' Corkscrew Water Plant, which currently has available capacity to serve the subject property. In terms of water infrastructure, Lee County Utilities currently has a 30-inch water main on Daniels Parkway and a 10-inch water main on Mall Loop Road. Lee County Utilities staff have indicated that they do not have any objection to the proposed amendment since it will result in a reduction in development intensity.

FIRE: Fire/Rescue service is provided by the South Trail Fire Protection and Rescue Service District. South Trail District staff have indicated that the proposed amendment should have no additional impacts on their services because it will result in a reduction in development intensity. There is a fire substation located directly across the Daniels Parkway that would serve the subject property. The District is also planning for construction of a new substation to be built about 3 miles east of the subject property.

TRANSPORTATION: The subject property currently has access from Daniels Parkway, via Mall Loop Road. The property also has access from Palomino Lane.

SOLID WASTE FRANCHISE: Solid waste disposal is provided by Florida Recycling Services. This company has confirmed that they will be able to provide service to the subject property. Once collected, combustible waste will be sent to the County's Waste to Energy Facility and non-combustible waste will be sent to the Gulf Coast Landfill. If fully developed under the proposed Future Land Use category, the subject property could be expected to generate approximately 3.46 tons per day of solid waste. This figure will be less than what could be generated under the existing Future Land Use designation, because the subject property would accommodate fewer residents and significantly less commercial and industrial development if this map amendment is adopted. The Lee County Waste to Energy Facility currently has sufficient capacity to handle this potential volume of solid waste.

PART II - STAFF ANALYSIS

A. STAFF DISCUSSION

INTRODUCTION

The applicant, Worthington of Renaissance, LLC, represented by Daniel DeLisi, is requesting a Future Land Use Map amendment from Mixed Use Interchange and General Interchange to Outlying Suburban for 152.37 acres of land. The applicant is also requesting an amendment to Table 1(b), Planning Community Year 2020 Allocations for the Daniels Parkway Planning Community, to remove 68 acres from the Mixed Use Interchange category and add 68 acres to the Outlying Suburban category. The property is generally located in the northwest quadrant of Daniels Parkway and I-75. If the amendment is approved, the area would change from a mix of residential, commercial, and industrial uses to a predominantly low-density residential area, with some limited commercial uses.

SUMMARY OF REQUEST

According to the application, the summary of the request is as follows:

> *"Convert 129.04 +/- acres of Mixed Use Interchange, 1.95 acres of General Interchange, and 22.15 acres of Wetlands to Outlying Suburban. The result will be a reduction in intensity by converting these commercial areas to residential, and decreasing the allowed residential intensity."*

Staff believes that the request will also necessitate modifications to the Planning Communities Acreage Allocation Table 1(b) to remove the 68 residential acres from the Mixed Use Interchange category, and add an unspecified number of acres to the Outlying Suburban residential allocation. Staff estimates that approximately 123 +/- acres will need to be added to the Outlying Suburban allocation to accommodate the same number of dwelling units as the 68 acres of Mixed Use Interchange. The exact acreage that will be added to Outlying Suburban is unsure at this time. The

Planning Communities Acreage Allocation Table 1(b) will be amended comprehensively through plan amendment PAT 99-20, and will reflect the land use change made through this amendment.

Through the review of this amendment application, staff discovered that the requested change would also necessitate other minor changes to the Lee Plan that should be addressed at this time. If the proposed plan amendment is adopted, it will leave approximately 2 acres in the Mixed Use Interchange category. These would be the only lands remaining in the County so designated, and because the two acres are divided into three smaller areas, they would not realistically be developable under the standards of the Mixed Use Interchange category. So, as part of this amendment, staff is recommending that the request be augmented to redesignate the remaining 2 +/- acres of Mixed Use Interchange as General Interchange. Staff also recommends that the request be augmented to include the removal of Policy 1.3.6, the Mixed Use Interchange descriptor Policy, from the Lee Plan.

The applicant has requested that 22.15 acres within the Wetlands Future Land Use category be converted to Outlying Suburban as part of this request. Staff does not agree that the redesignation of Wetlands should be a part of the formal request for several reasons. The applicant has confirmed that the actual acreage of jurisdictional wetlands on the property is approximately 26.29 acres. This figure is different from the 22.15 acres that are currently designated Wetlands on the Future Land Use Map. Generally, when privately-initiated plan amendments include areas designated Wetlands on the Future Land Use Map, the Wetland boundaries on the map are modified administratively by staff to reflect the boundaries delineated in the jurisdictional wetlands determination. This procedure is consistent with Objective 1.5 of the Lee Plan which requires the County to designate on the Future Land Use Map those lands that are identified as Wetlands through the use of the unified state delineation methodology. This procedure is also consistent with Lee Plan Chapter XIII.b.A.2.b, "Administrative Interpretations of the Lee Plan."

COMPARISON OF DEVELOPMENT POTENTIAL

As noted above, the majority of the subject property is currently designated Mixed Use Interchange. The Mixed Use Interchange category allows a density of up to 5 dwelling units per acre. The Mixed Use Interchange areas of the subject property (151 acres) could, therefore, accommodate up to 755 residential dwelling units. This is assuming that there are no jurisdictional wetlands on the property. Staff notes, however, that the property does contain jurisdictional wetlands, and that their presence would reduce the allowable density on the property. The remaining two acres of the property are within the General Interchange category, which would not permit any dwelling units.

The Mixed Use Interchange land use category also allows for a significant amount of commercial and/or industrial development. The land use category provides that at least 40 percent of the gross usable land area will be developed with commercial and/or industrial uses. The subject property contains approximately 153 total acres, therefore, 40 percent of the subject property would be 181.2 acres (or 7,893,072 square feet). The land use category also provides that non-residential uses must be constructed in a manner such that the total building area does not exceed 20 percent of the total land area used for non-residential uses. Staff calculates that 20 percent of 7,893,072 square feet would be 1,578,614 square feet. This is the maximum building area that could potentially be used for commercial or industrial uses on the subject property. These non-residential uses would be in

addition to the 755 residential units that could also be developed on the subject property under the existing land use category.

Under the proposed amendment, the subject property would contain 153 acres within the Outlying Suburban category, which allows a maximum density of 3 dwelling units per acre. Under this density, the property could potentially accommodate 459 total dwelling units. Again, this is assuming that there are no jurisdictional wetlands on the property, which staff confirms is not the case. The presence of jurisdictional wetlands would further reduce the allowable density.

In terms of non-residential uses that could potentially be developed under the Outlying Suburban designation, staff notes that commercial and industrial uses would be limited. Commercial uses are limited to Neighborhood Centers, which staff has generally interpreted as less than 100,000 square feet of building area on 10 acres or less. Industrial uses are not permitted in the Outlying Suburban category.

In summary, staff believes that the proposed amendment will represent a reduction in potential residential units (459 versus 755). Staff also believes that the proposed amendment will represent a significant reduction in the non-residential potential of the property (1,578,614 square feet versus 100,000 square feet). The reduction in residential density and non-residential intensity will result in a reduction in the total impacts to public services that could otherwise occur under the existing land use category.

POPULATION ACCOMMODATION

Under the current land use designations, approximately 755 dwelling units could be constructed on the property. These dwelling units would accommodate 1,577 persons on the Future Land Use Map (755 dwelling units x 2.09 persons per dwelling unit). The population accommodation capacity of the subject property under the current Future Land Use designation is 1,577 persons.

Under the proposed land use category, approximately 459 dwelling units could be constructed on the subject property. These dwelling units would accommodate 959 persons on the Future Land Use Map (459 dwelling units x 2.09 persons per dwelling unit). The population accommodation capacity of the subject property under the proposed Future Land Use designation is 959 persons.

The proposed Future Land Use Map change will decrease the population accommodation of the Future Land Use Map by 618 persons. Staff would point out, however, that prior to the 1999 plan amendment that changed this property to Mixed Use Interchange, the subject area accommodated no dwelling units or persons.

ADJACENT ZONING AND LAND USES

Surrounding Zoning

The subject property is currently zoned MPD, which would allow 500 residential units, 235,000 square feet of office uses, 40,000 square feet of retail uses, and 300,000 square feet of industrial uses. To the north of the subject property is AG-2 zoning, which is currently in the process of being rezoned to RPD. To the south of the subject property is active CPD zoning. To the east of the subject

property is a narrow strip of vacant parcels zoned MPD and CPD, which is currently inthe process of being rezoned to RPD. To the west of the subject property is Palomino Lane, then AG-2 and RPD zoning.

Surrounding Land Uses

The existing use of the subject property is mostly vacant land, with the exception of four single-family homes. To the north of the subject property is an undeveloped area designated Outlying Suburban. The redesignation of the subject property as Outlying Suburban will be compatible with the lands to the north. The lands to the north will also be under the same unified plan of development as the subject property. South of the subject property is an area of existing and future commercial properties designated General Interchange. As stated above, the areas to the south are zoned CPD. This area already contains 2 convenience stores with gas pumps, two restaurants, and hotel. These uses near Daniels Parkway serve the needs of the traveling public as required by Objective 1.3 of the Lee Plan, which describes the interstate interchange areas. To the east of the subject property is a narrow strip of vacant land that is designated General Interchange. Under this land use category, the property could potentially develop with a wide variety of tourist commercial, general commercial, or light industrial/commercial uses. To the west of the subject property is Palomino Lane. West of Palomino Lane is an area designated Outlying Suburban that is characterized by low density residential uses. The proposed conversion of the subject property to Outlying Suburban would be compatible with the land use to the west.

IMPACTS TO SERVICES

Planning staff and the applicant solicited comments from various public community service and facilities providers to determine the impact that the proposed amendment would have on their ability to provide service to the area. The comments that were received have been attached to this report. In addition to the impacts to water, sewer, fire, and solid waste discussed previously, staff has highlighted the impacts to additional public services.

Transportation

Lee County Department of Transportation (DOT) staff have reviewed the proposal and provided written comments dated May 1, 2001. Their comments state that they have no objection to the proposed amendment because "this proposed change will decrease traffic from the study area." Planning staff agrees with the assessment provided by DOT because the proposed amendment will result in a slight reduction in residential density and a significant reduction in non-residential intensity. Staff had concerns about the 1999 plan amendment that designated the subject property as Mixed Use Interchange because of the potential traffic impacts that the potential commercial and industrial areas would have on Palomino Lane and Daniels Parkway. These impacts will be much lower if the property is redesignated as Outlying Suburban.

Emergency Management - Hurricane Evacuation/Shelter Impacts

Lee County Emergency Management staff have reviewed the proposal and provided written comments dated February 23, 2001. This letter provides that the subject property is within the Category 4 and 5 Hurricane Evacuation Zones. This area will not receive storm surge flooding from a Category 3 hurricane, therefore, this area is exempt from the requirements of Land Development Code Section 2-481 through 2-486 that require shelter and evacuation route impact mitigation for residential

developments. Any new residential development on the site in excess of 50 dwelling units will be required to submit an emergency preparedness plan at the time of development order application.

School Impacts
Staff of the School District of Lee County have reviewed the proposal and provided written comments dated September 7, 2000. According to the School District staff, the proposed amendment would reduce the potential school impacts by approximately 8 students and one classroom in comparison with the existing land use category. Despite the reduction in school impacts resulting from this map amendment, the development of the subject property would still create impacts to the School District when the property is actually developed. These impacts could be addressed during the rezoning process.

Mass Transit
The subject property is served by Lee Tran Route 85. The Lee Tran web site summarizes Route 85 as follows:

> *"Route 85 is an hourly route that serves several residential areas: SWI Airport, Danport Centre, Gulf Coast Hospital, Bell Tower, Lakes Park, Health Park, and Summerlin Square. This route has direct connection with the Park-n-Ride Trolley to Fort Myers Beach at Summerlin Square."*

Staff notes that Route 85 specifically serves the Danport Centre, which is the former name for the subject property. The Route schedule indicates that Lee Tran stops at the subject property every hour, from 6:10 a.m. to 10:25 p.m., Monday through Saturday. On Sunday, Lee Tran stops at the subject property every two hours between 7:28 a.m. and 9:28 p.m.

Community Parks
The subject property is located in Park Impact Fee District 4. The Lee Plan sets out a regulatory level of service and a "desired" level of service for community parks. The regulatory level of service is currently 0.8 acres per 1,000 permanent residents in the unincorporated area of each district. The "desired" level of service was increased in 1996 to 1.75 acres per 1,000 permanent residents in the unincorporated area of each district, and was increased again in 1998 to 2.00 acres per 1,000 permanent residents in the unincorporated area of each district. According to the Concurrency Management Inventory and Projections the district will meet the basic regulatory standard for level of service through the Year 2005. The district, however, has not met the "desired" standard since 1997.

The applicant has provided that the proposed amendment will not increase residential units over what has already been approved via the 1999 land use map amendment, therefore, the proposed amendment will not negatively impact community parks level of service. The applicant has also provided that the proposed development scenario for the property will include significant open space and recreational opportunities in the form of a golf course and other recreational opportunities.

Staff would also point out that the property owner is in the process of establishing the property as a Uniform Community Development District (UCDD). Once this district has been established, it will

ensure that any necessary improvements to most public facilities, infrastructure and services, including parks and recreation, will be fully financed by the developer of the property. Additional staff discussion about the Renaissance UCDD is provided later in the following paragraph.

Impacts to Services Conclusion
Given that the proposed land use change would result in a decrease in the potential number of residential units, as well as the elimination of a significant amount of potential commercial and industrial area, staff believes that the proposed amendment would generally reduce the impacts to public services created by the future development of the property.

The subject property is within the Privately Funded Infrastructure Overlay as shown on Map 1 (Page 2 of 4) of the Lee Plan. According to Objective 3.1, that describes the overlay, these areas will be permitted to develop with urban-level densities because the necessary infrastructure and service improvements will be provided by the developer through a variety of methods, including the establishment of community development districts. Once established, a community development district serves to manage and finance its basic infrastructure systems, facilities, and services within its boundaries pursuant to the Uniform Community Development District Act of Florida, Chapter 190, Florida Statutes and Rule 42-1, Florida Administrative Code. This removes the burden of providing increased services and infrastructure from the County and places it upon the developer of the area in question. The property owner in this case is currently in the process of establishing the subject property as a Uniform Community Development District (UCDD). The property owner has already submitted one petition for the establishment of a UCDD that would cover the provision of basic infrastructure within the subject property. As of the drafting of this report, staff has reviewed the petition and recommended approval of the UCDD. The final decision on the establishment of the UCDD will be made by the Board of County Commissioners in the near future. The property owner has also indicated to staff that they will submit another UCDD petition in the near future that will cover parks and recreation, security, and waste collection and disposal. Staff anticipates that this UCDD petition will be submitted and approved prior to the final adoption of this amendment.

VEGETATION AND WILDLIFE
The 153-acre site contains a wide variety of FLUCCS classifications, as shown on the Species survey map with FLUCCS communities provided by Boylan Environmental Consultants. The dominant feature of the site is improved pasture (90 acres). There are also several impacted FLUCCS categories present. There are, however, some indigenous communities on the property. The site contains 11.95 acres of pine-melaleuca with scattered saw palmetto, 1.31 acres of pine melaleuca wetlands, and 1.56 acres of cypress, all of which are considered indigenous. Through the planned development rezoning process, the developer will have to meet the indigenous preserve requirement as provided in the Land Development Code. The proposed plan amendment will not result in any additional impacts beyond what would be permitted under the existing land use category.

The applicant has provided a wetlands jurisdictional map for the subject property. This map shows the Army Corps of Engineers and South Florida Water Management District jurisdictional wetlands for the entire 542 +/- acre Worthington of Renaissance property. The area depicted on the map is much larger than the boundaries of the subject property. Staff confirms with the applicant that there are approximately 26.29+/- acres of jurisdictional wetlands on the subject property. This figure is

slightly more than the 22.15 acres currently designated Wetlands on the Future Land Use Map. The Wetland boundaries will be modified administratively to reflect the jurisdictional wetlands determination provided by the applicant.

The species survey of the property, conducted by Boylan Environmental Consultants, shows the presence of 1 Big Cypress Fox Squirrel Nest, 2 foraging wood storks, and 5 abandoned woodpecker cavity trees. No other species were found on the property.

DRAINAGE AND SURFACE WATER MANAGEMENT

The subject property is located within the Six Mile Cypress Watershed. According to Lee County Division of Natural Resources staff, this property is a vital link between I-75 and the Six Mile Cypress Slough. The subject property accommodates drainage from lands east of I-75 through a 4' x 6' box culvert. The flow generally moves east to west across the subject property and into the North Cross Creek sub-watershed. The existing channel sections north of Cross Creek Estates and through the proposed Danforth RPD have been modified to accommodate the surface water flow model for this property. Through the ongoing rezoning process for the Renaissance South RPD, the developer is working with the South Florida Water Management District to recreate the flow ways through and west of the site, which will enhance the regional water management system. To accommodate flows from the Renaissance project and lands to the east, the flow ways proposed through this area have been designed as 10-foot deep ditches with varied side slopes and bottom width. Weirs will be placed on the east side of Palomino Lane in the ditch. The proposed weirs will substantially improve water quality through the ditch system by providing retention of some runoff after a long dry period, when runoff water quality would be the worst.

APPROPRIATENESS ANALYSIS

Staff believes that the request to redesignate the 152 +/- acre site from Mixed Use Interchange and General Interchange to Outlying Suburban is an appropriate action in light of the factors discussed in this report. Staff believes the amendment is appropriate for the following reasons:

- The proposed Future Land Use Map change will decrease the potential residential density and non-residential intensity for the subject property.

- The proposed land use category will result in reduced impacts to public facilities and services as compared with the existing land use category

- Typical interchange uses, such as those that serve the traveling public, are already existing at the Daniels/I-75 interchange, and more specifically, within this quadrant of the interchange. Also, this quadrant of the interchange will still contain approximately 40 acres of land designated General Interchange that could potentially be developed as commercial uses to serve the traveling public. Additionally, there are vacant lands within the General Interchange areas at the other quadrants of the interchange that could be used to serve the traveling public.

- The areas immediately to the north and west of the subject property are currently designated Outlying Suburban. If the subject property is changed to Outlying Suburban, it would be compatible with the adjacent land use category.

- The developer has proposed a specific development scenario through the rezoning process. This is not a case of speculative land use planning.

- The loss of potential industrial land can be accommodated in the vacant Airport Commerce lands east of I-75.

B. CONCLUSIONS

Staff concludes that the proposed land use change is justified, as provided in this report. Staff concludes that the proposed Outlying Suburban designation is consistent with the Lee Plan and is appropriate at the subject location.

C. STAFF RECOMMENDATION

Staff recommends that the Board of County Commissioners transmit the proposed plan amendment. Staff's recommendation contains four sub-recommendations as follows:

1. Staff recommends that Map 1, the Future Land Use Map, be amended to change the future land use designation of this parcel from the Mixed Use Interchange and General Interchange land use categories to the Outlying Suburban land use category. The areas of the subject property that are within the Wetlands Future Land Use category will be modified administratively to reflect the jurisdictional wetland boundaries as provided by the applicant. This will result in an increase in Wetland acreage on the property from 22.15 to 26.29.

2. Staff recommends that the Planning Communities Acreage Allocation Table 1(b) for the Daniels Parkway planning community be amended to remove 68 residential acres from the Mixed Use Interchange category. The land use category change will necessitate the addition of some residential acreage into the Outlying Suburban allocation, which staff estimates will be approximately 123 +/-. The exact acreage that will be added to the Outlying Suburban category is, however, subject to change through plan amendment PAT 99-20 which takes a more comprehensive look at the Planning Communities Acreage Allocation Table 1(b).

3. Staff recommends that the 2 +/- acres remaining in the Mixed Use Interchange category be redesignated to General Interchange. This action is not part of the formal request, but staff believes it is necessary in light of the proposed land use change.

4. Staff further recommends that Policy 1.3.6, the Mixed Use Interchange category descriptor policy, be deleted from the Lee Plan because there will be no other areas in the county designated Mixed Use Interchange if this amendment is approved. The proposed language change is as follows:

~~**POLICY 1.3.6:** The Mixed Use Interchange District areas are intended to provide opportunities for a wide range of light industrial, office, and retail commercial uses, accompanied by a viable residential component to facilitate the internal capture of trips through on-site shopping and job creation. The residential uses in this category are to be transitional with existing and future residential uses abutting this land use district to promote~~

compatibility with adjacent residential uses. The maximum residential density, of 5 units per acre, for this category is calculated on the upland acreage of the entire project including both residential and non-residential areas. Policy 6.1.2.2 does not apply to this interchange district. Commercial and residential uses shall meet the following criteria in this district.

1. In order to implement the standards of this district, Mixed Use Planned Development (MPD) zoning is required.

2. Residential uses in this category will serve as a transition between the intense non-residential uses within the interchange area and existing or potential residential uses on properties outside of the interchange category. To preserve the intent of the interchange designation, uses serving the traveling public are required within 330 feet of the arterial road creating the interchange.

3. To insure viable residential uses and to provide for employment and shopping opportunities for residential uses developed on site the following minimum acreage percentages are required:

- 45 percent of the gross usable land area will be developed with residential uses, and
- 40 percent of the gross usable land area will be developed with commercial and/or industrial uses.

4. Non-residential uses will be constructed in a fashion such that the total building area does not exceed 20% (0.2 FAR) of the total land area used for non-residential uses. Development intensities may be more or less than a floor area ratio (FAR) of 0.2 on individual parcels, as long as the project's average FAR for non-residential uses does not exceed 0.2.

5. Bicycle & Pedestrian facilities will be provided throughout the development. Connections between all uses are required to facilitate these alternative modes of transportation. When possible, connections to developments adjacent to the MPD will be provided.

6. Vehicular connections between residential and non-residential uses will be provided to facilitate the internal capture of trips. When possible, connections to developments adjacent to the MPD will be made to provide alternative access to the non-residential components of this development other than the arterial creating the interchange with I-75.

7. Landscaping requirements shall be increased in this land use category to help promote a pedestrian ambiance. The following requirements shall supplement the minimum standards of the Lee County Land Development Code Section 10-415.

- Multi-family developments shall provide 1.5 trees per 3,000 S.F.
- Non-residential uses shall provide 1.5 trees per 3,500 S.F.
- Landscaping for internal parking areas shall be 15% of the total paved surface area.
- An average fifty foot buffer strip which includes a minimum of 7 trees and 30 shrubs per 100 lineal feet and a double staggered hedge will be provided along the I-75

~~corridor. It is desired that existing native vegetation be retained and augmented to meet this standard.~~

~~If any facility deficiencies may result from the application of this district, commitments shall be provided at the time of zoning to insure that necessary improvements will be in place to support the proposed uses.~~

PART III - LOCAL PLANNING AGENCY REVIEW AND RECOMMENDATION

DATE OF PUBLIC HEARING: June 25, 2001

A. LOCAL PLANNING AGENCY REVIEW

B. LOCAL PLANNING AGENCY RECOMMENDATION AND FINDINGS OF FACT SUMMARY

1. RECOMMENDATION:

2. BASIS AND RECOMMENDED FINDINGS OF FACT:

C. VOTE:

NOEL ANDRESS	_____
SUSAN BROOKMAN	_____
BARRY ERNST	_____
RONALD INGE	_____
GORDON REIGELMAN	_____
VIRGINIA SPLITT	_____
GREG STUART	_____

PART IV - BOARD OF COUNTY COMMISSIONERS
HEARING FOR TRANSMITTAL OF PROPOSED AMENDMENT

DATE OF TRANSMITTAL HEARING: _____

A. BOARD REVIEW:

B. BOARD ACTION AND FINDINGS OF FACT SUMMARY:

1. BOARD ACTION:

2. BASIS AND RECOMMENDED FINDINGS OF FACT:

C. VOTE:

	_____
JOHN ALBION	_____
ANDREW COY	_____
BOB JANES	_____
RAY JUDAH	_____
DOUG ST. CERNY	_____

PART V - DEPARTMENT OF COMMUNITY AFFAIRS OBJECTIONS, RECOMMENDATIONS, AND COMMENTS (ORC) REPORT

DATE OF ORC REPORT: _____

A. DCA OBJECTIONS, RECOMMENDATIONS AND COMMENTS

B. STAFF RECOMMENDATION

PART VI - BOARD OF COUNTY COMMISSIONERS
HEARING FOR ADOPTION OF PROPOSED AMENDMENT

DATE OF ADOPTION HEARING: _____

A. BOARD REVIEW:

B. BOARD ACTION AND FINDINGS OF FACT SUMMARY:

1. BOARD ACTION:

2. BASIS AND RECOMMENDED FINDINGS OF FACT:

C. VOTE:

	_____
JOHN ALBION	_____
ANDREW COY	_____
BOB JANES	_____
RAY JUDAH	_____
DOUG ST. CERNY	_____

10:M.2061.

LEE COUNTY
SOUTHWEST FLORIDA

DEPARTMENT OF TRANSPORTATION

Memo

To: Paul O'Connor, Director, Division of Planning

From: David M. Loveland, Planning Program Director DML

Date: May 1, 2001

Subject: **CPA 2000-03**

We have reviewed the resubmitted application which requests that the land use designation of approximately 153 acres be changed from the existing Mixed Use Interchange and General Interchange to Outlying Suburban, which consists of up to 500 dwelling units of residential housing. We have no objection to the application because this proposed change will decrease the traffic from the study area.

If you have any questions, please let me know.

LW/DML/mlb

cc: Administrative File

LEE COUNTY
RECEIVED
01 MAY -2 PM 1:48
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PUB. WRKS. CNTR.
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Interoffice Memo

Date: **02/23/2001**

To: Paul O'Conner, Director, Division of Planning

From: John M. Campbell, Chief of Planning, Emergency Management

RE: **CPA 2000 -03, Convert Mixed Use Interchange and General Interchange To Outlying Suburban**

Staff has reviewed the submittal documents for the above-referenced amendment. This Development is located in a Category 4/5 Hurricane Evacuation Zone. In Accordance with the National Weather Service storm surge "SLOSH", this area will not receive storm surge flooding from a Category 3 Hurricane. Therefore, the area is exempt from the provisions of Lee County Ordinance 00.14, Land Development Code, Article XI, Sec. 2-481 through 2-486, Hurricane Preparedness that requires shelter and evacuation route impact mitigation for residential developments.

Lee County Administrative Code 7-7 requires that every new residential development with 50 or more dwelling units submit an emergency preparedness plan as a part of the Development Order Application process. Suggested formats for the plan can be found in AC 7-7. This plan will be submitted to Lee County Emergency Management for approval.

John M. Campbell, 477-3614

MEMORANDUM
FROM
ENVIRONMENTAL SERVICES DEPARTMENT
UTILITIES DIVISION

DATE: February 23, 2001

TO: PAUL O'CONNOR, AICP,DIR.
Division of Planning

FROM: HOWARD WEGIS HW
Utilities

SUBJECT: CPA 2000-03 PRIVATELY INITIATED LEE PLAN FUTURE LAND USE MAP AMENDMENT

With regards to your letter dated February 12, 2001 please accept the following comments.

Potable Water Service: This property is located within Lee County Utilities' Water Franchise area. This area is presently served by Lee County Utilities' Corkscrew Water Plant, which currently has capacity to provide service to the subject property. Additionally, Lee County Utilities currently has the capacity to provide service to the area via a 30" diameter water main located on Daniels Pkwy. and a 10" water main on Mall Loop Road.

Sanitary Sewer Service: This property is located within Lee County Utilities' Wastewater Franchise area. This area is presently served by the City of Fort Myers' South Wastewater Treatment Plant, through an inter-local agreement. Lee County Utilities currently has available capacity at this plant to serve the subject property. With regards to wastewater collections infrastructure in the area, Lee County Utilities currently has a 16" force main on Daniels Pkwy. and a lift station on Skyport Ave. to serve the subject area.

As new projects request service from Lee County Utilities, they are required by the Lee County Utilities Operations Manual to submit extensive hydraulic calculations for our review and approval showing what impacts, if any, a new project may have on our existing facilities. If deemed necessary, offsite improvements may be required by the developers(s) at their expense.

Considering this amendment represents a reduction in density, Lee County Utilities does not anticipate any major negative impacts that the proposed Plan Amendment will have on our facilities.

cc:

Rick Diaz, Director, Utilities
Ivan Velez, Utilities
Thom Osterhout, Utilities
Matt Noble, AICP/Planning

MEMORANDUM
DEPARTMENT OF PUBLIC WORKS
NATURAL RESOURCES DIVISION

TO: Paul O'Connor, AICP
Director, Division of Planning

FROM: Bradley S. Vance

RE: **PAM 98-06 & CPA 2000-03**

DATE: February 26, 2001

PAM 98-06:

No objections or comments.

CPA 2000-03

This parcel lies in the Six Mile Cypress watershed and is a vital link between I-75 and the Six Mile Slough. The applicant will need to show how they will implement that provided for in the Six Mile Cypress Watershed Plan for this parcel and those lying to the west (e.g.: Cross Creek) and east to I-75.

If you should have any additional questions, please let me know.

CC: Roland Ottolini

To: M. Noble

THE SCHOOL DISTRICT OF LEE COUNTY

2055 CENTRAL AVENUE • FORT MYERS, FLORIDA 33901-3988 • (941) 334-1102

KATHERINE BOREN
CHAIRMAN · DISTRICT 4

TERRI K. WAMPLER
VICE CHAIRMAN · DISTRICT 1

JEANNE S. DOZIER
DISTRICT 2

JANE E. KUCKEL, PH.D.
DISTRICT 3

LISA POCKRUS
DISTRICT 5

BRUCE HARTER, PH.D.
SUPERINTENDENT

KEITH B. MARTIN
BOARD ATTORNEY

February 27, 2001

Mr. Paul O'Connor
Lee County Planning Department
P. O. Box 398
Ft. Myers, FL 33902-0398

Re: CPA 2000-03, Lee Plan Future Land Use Amendment, Renaissance South
Determination of Adequacy

Dear Paul:

Thank you for the opportunity to review CPA 2000-03, Lee Plan Future Land Use Amendment, Renaissance South for comments with regard to educational impacts. This proposed development is in the East Region of the District near the intersection of I-75 and Daniels Parkway. Based on the proposed maximum total of 474 residential dwelling units as stated in your letter, the Lee County School District is estimating that the proposal could generate up to 147 additional school-aged children. This uses a generation rate of .31 students generated in the East region of Lee County for single family homes. This would create the need for approximately 6 new classrooms in the system, as well as additional staff and core facilities.

The schools in the East Choice Zone that would serve this development are operating at or above permanent student capacity levels. Those schools that exceed permanent student capacity levels are operating through the use of portable classroom buildings. The growth generated by this development will require either the addition of permanent student and auxiliary space or the placement of portable buildings. This will create an impact on the Lee County School District.

If you have any further questions or comments, please give me a call.

Sincerely,

Stephanie Keyes

Stephanie Keyes, Facilities Planner
Construction Services

cc: Tyler F. Patak, NCARB, Director, Construction Services
Dr. Gay Thompson, Executive Director, Support Services

RenaissanceSouth2-27-01.doc

MEMORANDUM

FROM THE

DEPARTMENT OF COMMUNITY DEVELOPMENT

DEVELOPMENT SERVICES DIVISION

DATE: February 13, 2001

TO: Matt Noble
Division of Planning

FROM: Mike Carroll
Development Services

RE: PAM 00-03
Renaissance South

The proposed amendment to the Lee County Land Use Map is to change the land use category from Mixed Use Interchange and General Interchange to Outlying Suburban. The change in category would allow a maximum density for residential uses of3.0 dwelling units per acre which would allow up to 474 residences.

The property is within the service area of Lee County Utilities and sewer and water lines are available within a reasonable distance of the property. If constructed to the maximum number of units potable water consumption would be approximately 120,000 gallons per day or about 4.5 % of the available capacity of the Corkscrew WTP. Sewage generation would be approximately 95,000 gallons per day or about 1.5% of the available capacity of the City of Fort Myers South STP.

We would expect a potential population of about 990 people. There would be a potential increase of 3.46 tons/day of solid waste. The Lee County Waste to Energy Facility has sufficient capacity to handle this potential increase for the foreseeable future.

The proposed residential development should have no effect on the flooding of evacuation routes if the projects stormwater management facilities do not block the flow of stormwater towards the Six Mile Cypress Slough to the west.

The potential population of 990 residents will require 5.94 acres of regional parks to meet the required level of service (LOS) and 7.97 acres to meet the desired LOS standard. There is sufficient acreage of regional parks to meet the required LOS standard beyond the Year 2004. However, the desired LOS will probably not be met in 2004.

MC/cb
S:\WRITERS\CARROL\CM\PAM00-03.wpd

The residents will also require 0.80 acres of community parks in Community Park Impact Fee District 4 to meet the required LOS standard and 1.73 acres to meet the desired LOS standard. There is sufficient acreage to meet the required LOS standard through the Year 2004. However, the desired LOS standard has not been met since 1997 in this Impact Fee District. The new park or addition planned in Community Park Impact Fee District 4 is a 55-acre addition to the Estero Community Park and a 60 acre park in South Fort Myers neither of which is in the 5 year Capital Improvements Program.

VANASSE & DAYLOR, LLP

Planners • Landscape Architects • Civil Engineers • Environmental Scientists

FL Lic #366

September 29, 2000

RECEIVED
DEC 11 2001
COMMUNITY DEVELOPMENT

Mr. Matt Noble, Senior Planner
Lee County Department of Community Development
1500 Monroe Street
Fort Myers, Florida 33901

Re: Renaissance South
Future Land Use Map Amendment

Dear Matt:

On behalf of Worthington Holdings, I am pleased to submit this Future Land Use Map Amendment request to revert the area known as Daniels Interchange MPD from Mixed Use Interchange to Outlying Suburban. This amendment represents a significant reduction in the approved intensity of this property.

The purpose for the amendment is to allow for a master planned community that will ultimately include approximately 500 acres. Further, the amendment will allow for the property owner to more comprehensively address water management, access, preservation and connection with the Daniels Parkway commercial area.

Attached to this FLUM Amendment application is a detailed evaluation of the resulting reduction of impacts on water, sewer, fire, police and transportation facilities. Further, the documentation clearly details how the proposed amendment is consistent with the Lee Plan.

If you have any questions, or would like to review this amendment with the applicants, please do not hesitate to contact me. Should you need any additional information, graphics or justification, I will be happy to promptly provide you with whatever you need.

In advance, thank you for your attention to this matter.

Sincerely,
Vanasse & Daylor, LLP

Mitchel A. Hutchcraft, ASLA, AICP
Executive Vice President

Cc: Scott Connell, Worthington Communities
Mark McCleary, Community Engineering Services
Russell Schropp, Hederson Franklin Starnes and Holt, P.A.

12730 New Brittany Boulevard, Suite 600, Fort Myers, Florida 33907 • Website: www.vanday.com
Telephone: 941-437-4601 • Fax: 941-437-4636 • Email: admin@vanday.com

LEE COUNTY
SOUTHWEST FLORIDA

Lee County Board of County Commissioners
Department of Community Development
Division of Planning
Post Office Box 398
Fort Myers, FL 33902-0398
Telephone: (941) 479-8585
FAX: (941) 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: _____

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.

9.27.00 _____
DATE SIGNATURE OF OWNER OR AUTHORIZED REPRESENTATIVE

I. APPLICANT/AGENT/OWNER INFORMATION

Worthington of Renaissance LLC
APPLICANT

14291 Metro Parkway Bldg 1300
ADDRESS

Ft. Myers FL 33912
CITY STATE ZIP

(941) 561-4666 (941) 561-4676
TELEPHONE NUMBER FAX NUMBER

Mitchel A. Hutcheraft, ASLA, AICP
AGENT*

12730 New Brittany Blvd, Suite 600
ADDRESS

Ft. Myers FL 33907
CITY STATE ZIP

(941) 437-4601 (941) 437-4636
TELEPHONE NUMBER FAX NUMBER

Worthington of Renaissance LLC
OWNER(s) OF RECORD

14291 Metro Parkway Bldg 1300
ADDRESS

Ft. Myers FL 33912
CITY STATE ZIP

(941) 561-4666 (941) 561-4676
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.

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 19)
List Number(s) of Map(s) to be amended
Map 1

B. SUMMARY OF REQUEST (Brief explanation):
Convert 129.04 +/- acres of mixed use interchange, 1.95 +/- acres of general interchange, and 22.15 +/- acres of wetland to outlying suburbs. The result will be a reduction in intensity by converting these commercial areas to residential, and decreasing the allowed residential intensity.

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

A. Property Location:

1. Site Address: 13050 Daniport Blvd.
2. STRAP(s): See attached list.

B. Property Information

Total Acreage of Property: 152.37 +/-

Total Acreage included in Request: 152.37 +/-

Area of each Existing Future Land Use Category: general interchange - 1.95 +/-
Wetland - 22.15 +/-
Mixed use interchange 129.04 +/-

Total Uplands: 130.22 +/-

Total Wetlands: 22.15 +/-

Current Zoning: MPD, AG-2 + CPD

Current Future Land Use Designation: Mixed use interchange, general interchange + Wetland

Existing Land Use: VACANT, SCATTERED RESIDENTIAL

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:

CONVERT TO OUTLYING SUBURBAN

E. Potential development of the subject property:

1. Calculation of maximum allowable development under existing FLUM:

Residential Units/Density	500 RESIDENTIAL UNITS
Commercial intensity	275,000 SQUARE FEET
Industrial intensity	300,000 SQUARE FEET

2. Calculation of maximum allowable development under proposed FLUM:

Residential Units/Density	474 RESIDENTIAL UNITS
Commercial intensity	MINIMAL
Industrial intensity	N/A

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.

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.

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.

4. Map and describe existing zoning of the subject property and surrounding properties.

5. The legal description(s) for the property subject to the requested change.

6. A copy of the deed(s) for the property subject to the requested change.

7. An aerial map showing the subject property and surrounding properties.

8. If applicant is not the owner, a letter from the owner of the property authorizing the applicant to represent the owner.

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.

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.

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

   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.

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).

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.

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.

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.

3. Describe how the proposal affects adjacent local governments and their comprehensive plans.

4. List State Policy Plan and Regional Policy Plan goals and policies which are relevant to this plan amendment.

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.

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.

3. Requests involving lands in critical areas for future water supply must be evaluated based on policy 2.4.2.

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

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	$500.00 each
Map Amendment > 20 Acres	$500.00 and $20.00 per 10 acres up to a maximum of $2,255.00
Text Amendment Flat Fee	$1,250.00 each

AFFIDAVIT

I, Mitchel A. Hutchcraft, 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 for the purpose of investigating and evaluating the request made through this application.

Signature of owner or owner-authorized agent

9.27.2000
Date

Mitchel A. Hutchcraft
Typed or printed name

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was certified and subscribed before me this 27th day of Sept. ~~19~~ 2000 by Mitchel A. Hutchcraft, who is personally known to me ~~or who has produced~~ as identification.

(SEAL)

D. M. WAKEMAN
Notary Public - State of Florida
My Commission Expires Jun 29, 2004
Commission # CC951971

Signature of notary public

D. M. WAKEMAN
Printed name of notary public

Future Land Use Map Amendment

Renaissance at Daniels Parkway & I-75

Converting Mixed Use Interchange and General Commercial Interchange to Outlying Suburban

IV. AMENDMENT SUPPORT DOCUMENTATION:

A. General Information and Maps:

A.1. Provide any proposed text changes:

The applicant is not requesting any amendments to the text other than the reallocation of 2020 acreage from the Mixed Use Interchange category to Outlying Suburban. This shift in acreage is necessary to accommodate the desired amount of residential uses. An updated copy of the 2020 allocation table for the Daniels Parkway Planning Community is attached.

The result of this amendment will be that there will no longer be any land designated as "Mixed Use Interchange". However, the applicant is not proposing that this category be deleted, because it is anticipated that other portions of the Daniels Interchange area may take advantage of this category in the future.

A.2. Future Land Use Map:

A copy of the Future Land Use Map showing the boundaries of the subject property, surrounding street network, surrounding future land use map designations, and natural resources is attached as Exhibit A.2.

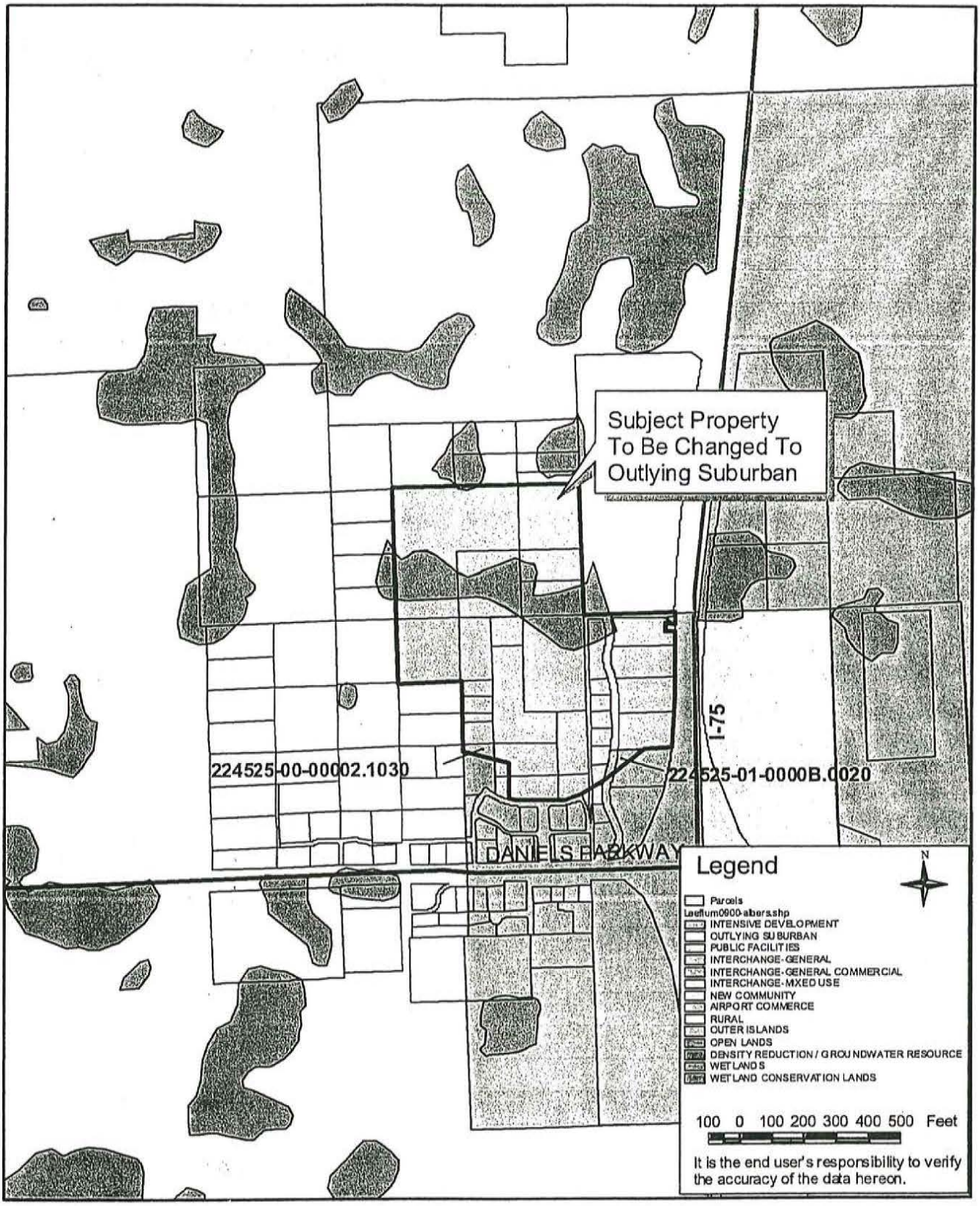
A.3 Existing Land Use Map:

A map depicting the existing land uses on a recent aerial is attached as Exhibit A.3. The consistency of the current uses with the proposed changes are presented below.

Consistency:

The existing land use of the subject property is predominantly vacant, except for 4 single-family homes. The subject property is currently approved for significant commercial, industrial and residential densities. The proposed use will result in a significant reduction in the intensity of use permitted on this property. The result will be that the proposed use will be more consistent with the adjacent uses, as presented below.

North: To the north of the subject property is an undeveloped area designated as Outlying Suburban. This property will be developed as a low-density residential area. The existing Master Concept Plan for the Daniels Interchange project depicts a residential zone as a transitional buffer between the more intensive commercial/industrial areas, and the low



V&D
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3001 Tamiami Trail North, Suite 206
Naples, Florida 34103
Tel: 941-403-0223 Fax: 941-263-5096

Renaissance

Future Land Use Map Ammendment

Sources: Lee County

Scale: 1" = 5,000'
Date: 05/23/01

Map 1

File Name: XXXX.apr

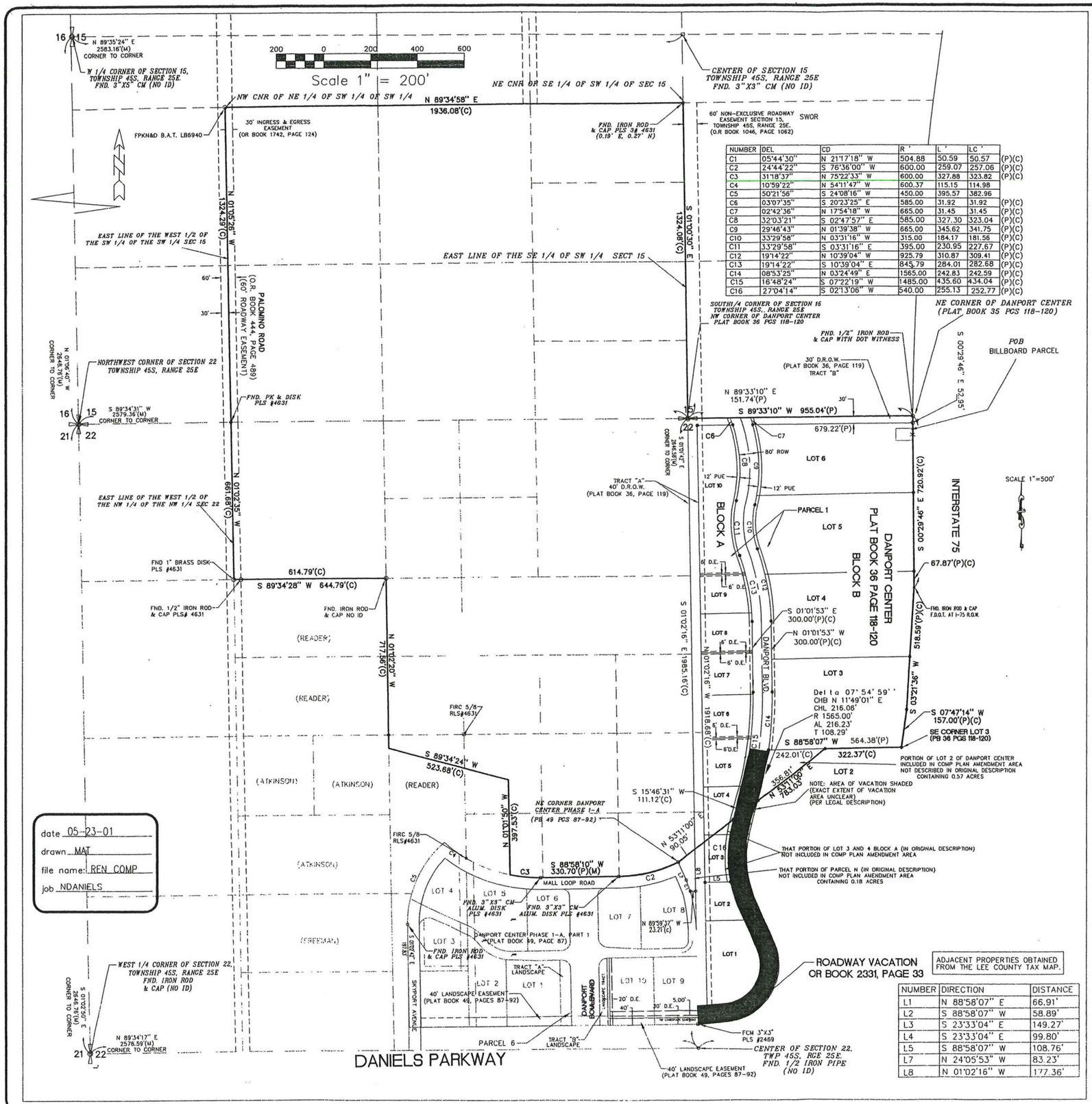
BOUNDARY SKETCH
TO
ACCOMPANY LEGAL DESCRIPTION
FOR
RENAISSANCE
COMP PLAN AMENDMENT AREA

A PORTION OF SECTIONS 15 & 22, TWP 45S, RGE 25E
LEE COUNTY, FLORIDA

ACREAGE BREAKDOWN

TOTAL AREA = 152.37 ACRES

LEGAL DESCRIPTION AS PREPARED BY SURVEYOR
(SEE ATTACHED)



NUMBER	DEL	CD	R '	L '	LC '	
C1	05°44'30"	N 21°17'18" W	504.88	50.59	50.57	(P)(C)
C2	24°44'22"	S 76°36'00" W	600.00	259.07	257.06	(P)(C)
C3	31°18'37"	N 75°22'33" W	600.00	327.88	323.82	(P)(C)
C4	10°59'22"	N 54°11'47" W	600.37	115.15	114.98	
C5	50°21'56"	S 24°08'16" W	450.00	395.57	382.96	
C6	03°07'35"	S 20°23'25" E	585.00	31.92	31.92	(P)(C)
C7	02°42'36"	N 17°54'18" W	665.00	31.45	31.45	(P)(C)
C8	32°03'21"	S 02°47'57" E	585.00	327.30	323.04	(P)(C)
C9	29°46'43"	N 01°39'38" W	665.00	345.62	341.75	(P)(C)
C10	33°29'58"	N 03°31'16" W	315.00	184.17	181.56	(P)(C)
C11	33°29'58"	S 03°31'16" E	395.00	230.95	227.67	(P)(C)
C12	19°14'22"	N 10°39'04" W	925.79	310.87	309.41	(P)(C)
C13	19°14'22"	S 10°39'04" E	845.79	284.01	282.68	(P)(C)
C14	08°53'25"	N 03°24'49" E	1565.00	242.83	242.59	(P)(C)
C15	16°48'24"	S 07°22'19" W	1485.00	435.60	434.04	(P)(C)
C16	27°04'14"	S 02°13'06" W	540.00	255.13	252.77	(P)(C)

ADJACENT PROPERTIES OBTAINED FROM THE LEE COUNTY TAX MAP.

NUMBER	DIRECTION	DISTANCE
L1	N 88°58'07" E	66.91'
L2	S 88°58'07" W	58.89'
L3	S 23°33'04" E	149.27'
L4	S 23°33'04" E	99.80'
L5	S 88°58'07" W	108.76'
L7	N 24°05'53" W	83.23'
L8	N 01°02'16" W	177.36'

SURVEYORS NOTES

1. THE BEARINGS SHOWN ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST ONE QUARTER OF SECTION 15, TOWNSHIP 45 SOUTH, RANGE 25 EAST, BEING NORTH 89°35'24" EAST.
2. THIS LEGAL DESCRIPTION OR SURVEY SKETCH IS NOT VALID UNLESS THE LEGAL DESCRIPTION THAT ACCOMPANIES SKETCH BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE PURPOSE OF THIS SURVEY SKETCH IS TO DELINEATE THE BOUNDARIES OF CERTAIN PORTIONS OF LAND THAT DESCRIBED THE MPD AREA AS NOTED

LEGEND

NO ID= NO IDENTIFICATION
(D) = DEED
PRM = PERMANENT REFERENCE MONUMENT
FND = FOUND
(C) = CALCULATED
(M) = MEASURED
(P) = PLAT
(DS) = DEED SURVEY PER CPD/RPD DOCUMENTS
NGVD = NATIONAL GEODETIC VERTICAL DATUM
USGS = UNITED STATES GEODETIC SURVEY
R/W = RIGHT OF WAY
CD = CHORD BEARING
LC = CHORD LENGTH
L = ARC LENGTH
R = RADIUS
F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
F.P.L = FLORIDA POWER & LIGHT
F.P.L = FLORIDA POWER & LIGHT

MPD = MASTER PLANNED DEVELOPMENT
DEL = DELTA
PG. = PAGE
O.R. = OFFICIAL RECORDS BOOK
Δ = DELTA ANGLE
CM = CONCRETE MONUMENT
POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
PLS = PROFESSIONAL LAND SURVEYOR
EOP = EDGE OF PAVEMENT
CNR = CORNER
SEC = SECTION
AC = ACRES
FCM = FOUND CONCRETE MONUMENT
● = SET 1/2" IRON REBAR & CAP (LB#6572 OR PSM#5294)
■ = SET CONCRETE MONUMENT
○ = FOUND IRON REBAR & CAP
□ = FOUND CONCRETE MONUMENT

CES
COMMUNITY ENGINEERING SERVICES, INC.
Civil Engineering • Surveying • Project Management
LB# 6572
9200 Bonita Beach Road Suite 213
Bonita Springs, Florida 34135
Telephone (941) 495-0009 Fax (941) 495-7934

\NDANIELS\NDANIELS\REN_COMP Wed May 23 14:51:43 2001 PLOT BY MAT

density uses to the north. Under the proposed plan, the Daniels Interchange area will be re-designated as Outlying Suburban, allowing the 153 acres to be integrated with the land to the north as one, integrated, golf course community.

South: South of the subject property is an area of existing and future commercial uses. The current Daniels Interchange property allows for an intensification of uses as you proceed north from Daniels Parkway. This intensification was the topic of much concern under the previous Lee Plan Amendment (PAM/T 98-07).

The proposed amendment will allow for a master planned golf course community to be developed on the Daniels Interchange property, as well as the property to the north, which is currently designated as Outlying Suburban. The design of the master planned community will provide adequate buffers and separations from the commercial uses to ensure that the residential and commercial components are compatible. This effort is accentuated by the fact that the applicant currently controls the undeveloped commercial tracts to the south, and is planning to develop them in a manner compatible and complimentary to the residential uses to the north. In fact, the applicant is already undertaking a significant landscape improvement program to improve and enhance the existing commercial uses, the main entry at Danport Boulevard, and begin to establish an aesthetically pleasing entrance to the future residential development. This type of unified and integrated approach will not only ensure the compatibility of the two uses, but also begin to invigorate the commercial uses already in existence.

East: To the east of the subject property is I-75. Under the Daniels Interchange MPD, the subject property would allow for intensive commercial and industrial uses adjacent to this major roadway. Under the proposed amendment, residential uses would be allowed. A planned development for the Renaissance project will be submitted demonstrating the significant buffers, berms and setbacks being proposed to ensure compatibility between the residential uses and I-75. Further, the proposed uses will actually improve the aesthetic experience of traveling along I-75.

West: West of the subject property is Palomino Lane. Beyond Palomino is an area characterized by low density (3 dwelling units per acre or less) residential. Most recently approved, is the Danforth RPD, which has development slightly below 3 du/ac. The proposed conversion of the subject property from Mixed Use Interchange to Outlying Suburban will ensure greater compatibility between the existing and proposed residential uses along Palomino, than those currently allowed under the Mixed Use Interchange.

Zoning, Existing Land Use Map

A.4. Existing Zoning:

A map depicting the existing zoning of the subject property and surrounding properties is attached as Exhibit A.4. A summary of the adjacent zoning is presented below:

North:	AG-2 (being rezoned by the applicant to RPD)
South:	CPD/AG-2 (the vacant parcels are under control of the applicant, and will be developed in a manner that accentuates the proposed residential development.
East:	I-75
West:	Palomino Lane AG-2/RPD
Subject Property:	MPD (will be rezoned to RPD as part of the Renaissance project)

A.5. Legal Description:

A copy of the legal description for the subject property is attached as Exhibit A.5.

A.6. Deeds:

A copy of the executed contract for the subject property is attached as Exhibit A.6.

A.7. Aerial Map

An aerial map is integrated into Exhibit A.4, which also depicts the current zoning and existing land uses.

A.8. Authorization:

The applicant is the property owner, and therefore no additional authorization letter is required.

B. Public Facilities Impacts:

B.1. Traffic Circulation Analysis:

A detailed traffic circulation analysis was submitted as part of PAM/T 98-07. This analysis demonstrated that the uses, as currently approved, could be accommodated by the existing and programmed improvements. The proposed amendment will result in a significant reduction in intensity and density within this TAZ. A copy of the traffic circulation analysis for PAM/T 98-07 is attached in Appendix "B1", along with a comparison of the anticipated trips for the approved uses, and the requested uses.

Because this question was reviewed and approved for PAM/T 98-07, which reflects an increase over the previous uses, and the proposed amendment is consistent with the adopted MPO plans and FDOT's 5-year Transportation Plan, and will not require any revisions to the Traffic Circulation and/or Capital Improvement Elements. This is clearly demonstrated by the decrease in intensity below the previous uses. For this reason, no additional Traffic Circulation Analysis should be required.

B.2 Project Infrastructure:

a. Sanitary Sewer Analysis:

The property is located within the Lee County Utilities franchise area and is served through an agreement with the City of Fort Myers (CFM). The closest line is at either Daniels Parkway, being a 16" force main, within approximately 2,000 feet to the south; or a lift station at Skyport Avenue, approximately 1,200 linear feet to the south. Presently the CFM sewer plant is operation at 70% of its 12.0 MGD capacity. The additional proposed area could generate a demand of .086 MGD, (187.5 GPD/Unit) as a worst case. This represents a reduction of approximately .052 MGD below what is currently approved (as listed in PAM/T 98-07). Because the amendment represents a reduction of demand, no improvements will be necessary to accommodate this amendment. Similarly, this amendment will not require any revisions to the sanitary sewer sub-element or CIE.

b. Potable Water Analysis:

The property is located within the Lee County Utilities franchise area and is served by the Corkscrew Regional Plant. The closest line is at either Daniels Parkway (30" D.I.P.), approximately 2,000 feet to the south; or Mall Loop Road within the Danport Commercial Area, (10" D.I.P.) approximately 1,000 feet to the south. Presently, the Corkscrew water treatment plan is operating at 90% of its 10.0 MGD capacity. The proposed amendment will result in a maximum demand of approximately 115,000 per day (250 gallons/unit), which is a reduction of 23,250 gallons per day over what is currently approved (as listed in PAM/T 98-07). The result is that no improvements in the system will be required, and no amendments to the potable water sub-element or CIE will be required.

c. Drainage/Surface Water Management Analysis:

The property is located within the Six Mile Cypress Watershed, and historically within the Cross Creek Sub-Watershed. Proposed drainage improvements have been integrated into surrounding development plans, in conjunction with the Danforth RPD. It is anticipated that funding for any required improvement will come from private developers and/or South Florida Water Management District (SFWMD). The proposed project will require approval from SFWMD and also compliance with Lee County's Level of Service Policy 70.1.3 for storm water management facilities. This amendment will not require any revisions to the surface water management sub-element or to the CIE.

d. Parks/Recreation/Open Space Analysis:

The property is located in Park Impact Fee District 4, and according to the analysis prepared by Lee County, there are 187 acres of community parks in this district. The current level of service for Community Parks is .8 acres per 1,000 persons, with a "desirable" standard of 1.75 acres per 1,000 persons. The estimated population for the District 4 Impact Fee District in 1995 was 99,400, and it appears that the regulatory Level of Service Standard will be met through the year 2020. As identified by the County, a future community park will be required in order to achieve the "desired" LOS.

The proposed amendment will not increase the residential units over what has already been approved via PAM/T 98-07, but will allow for the provision of significant open space and recreational opportunities for the residents of the area through the construction of the proposed Renaissance golf course and recreational facilities. These recreational amenities should sufficiently offset any demand created by this amendment. Therefore, no amendments to the Parks and Open Space or CIE element are required.

B.3. Letters of Willingness to Provide Service:

a. Fire Protection with Adequate Response Times:

The subject property is located immediately north of the South Trail Station located on Daniels Parkway. A letter from the South Trail Fire District is attached indicating they are willing to provide service with adequate response times. See Appendix "B3".

b. Emergency Medical Service:

The subject property is located immediately north of the South Trail Station located on Daniels Parkway. This station is both a Fire and EMS Station. A letter from the South Trail Fire District is attached indicating they are willing to provide service with adequate response times. See Appendix "B3".

c. Law Enforcement:

The subject property is located in Unincorporated Lee County where the Lee County Sheriff's Office provides law enforcement. A letter of willingness to provide service is attached. See Appendix "B3".

d. Solid Waste:

The property is served by Florida Recycling Services, Inc. which sends combustible wastes to the County's Waste to Energy Facility and non-combustible waste to the Gulf Coast Landfill. Current and projected levels of service for all unincorporated areas of Lee County are concurrent with the Level of Service Standard set forth in the Lee Plan. This amendment will not require any revisions to the solid waste sub-element or to the CIE. A letter of willingness to provide service is attached in Appendix "B3".

e. Mass Transit

Recently, Lee Tran has extended service on Daniels Parkway in the vicinity of the subject site. Route 85 provides access to the Bell Tower and the International Airport, as well as connection to the remainder of the Lee Tran service area. A copy of the Lee Tran Route Map is attached.

f. Schools:

The proposed development is anticipated to be a high-end residential development, which typically generates minimal demand on school resources. Further, the anticipated product type is expected to range from a low of $250,000 - $1,000,000 and higher. Because of the increase in property values and the low generation of school demand, it is anticipated that the project will have a positive net impact on the school system. Attached in Appendix "B3" is a copy of the letter provided by the Lee County School District.

C. Environmental Impacts:

C.1. FLUCCS Mapping:

The subject property is predominated by agriculture or impacted FLUCCS categories, with minimal wetland areas. A copy of the FLUCCS Mapping prepared by Boylan Environmental Services is attached.

C.2. Soils:

Exhibit C.2. depicts the soils found on the property, as depicted in the Soil Classification Survey for Lee County. There are 4 different soil classifications within the subject property. Listed below is each of the classifications and their descriptions.

(26) Pineda Fine Sand

This is a nearly level, poorly drained soil on sloughs. Slopes are smooth to slightly concave and range from 0 to 1 percent. Natural vegetation consists of pineland threeawn, panicums, sedges, maidencain, wax myrtle, South Florida slash pine, and scattered clumps of saw palmetto.

(27) Pompano Fine Sand

This is a nearly level, poorly drained soil in depressions. Slopes are concave and less than 1 percent. Natural vegetation consists of St. Johnswort and wax myrtle.

(28) Immokalee Sand

This is a nearly level, poorly drained soil in flatwoods areas. Slopes are smooth to convex and range from 0 to 2 percent. Natural vegetation consists of saw palmetto, fetterbush, pineland threeawn, and South Florida slash pine.

Mass Transit Map

FLUCCS Map

SOILS Map

(34) *Malabar Fine Sand*
This is a nearly level, poorly drained soil in sloughs. Slopes are smooth to concave and range from 0 to 1 percent. The available water capacity is low in the surface and subsurface layers and the upper part of the subsoil and medium in the lower part of the subsoil. Natural fertility is low. Natural vegetation consists of pineland threeawn, wax myrtle, scattered saw palmetto, maidencaine, panicum, and South Florida slash pine.

C.3. Topographic Map:
Exhibit C.3. depicts the general topography for the subject property and surrounding areas. This information was obtained from the USGS Quad Sheet Data. Further, the 100-year flood plain, as identified by Map 9 of the Lee Plan, has been overlain on the Topographical map.

C.4. Wetlands, aquifer recharge areas, and rare and unique uplands.
Exhibit C.1 depicts the wetlands that are contained within the subject property. There are no aquifer recharge areas or rare and unique uplands on the site.

C.5. Protected Species:
As documented in PAM/T 98-07, Passarella and Associates conducted a protected species survey on the 153-acre parent tract. An updated species survey is being prepared by this applicant, and will be submitted as part of a rezoning application.

The survey submitted in PAM/T 98-07 included habitat types on the project site with the potential to be utilized by Lee County listed species. Snowy egret was the only Lee County protected species found during the April 10, 1998 protected species survey. The snowy egret was observed feeding at the edge of the borrow area (FLUCFCS Code 742). There was no nesting activity associated with this listed species on the project site.

TOPO Map

The protected species survey located three abandoned red-cockaded woodpecker cavity trees within the limits of the subject property and one abandoned RCW cavity tree within 25 feet of the property limits. The cavity trees were located within the Pine Flatwoods, Disturbed (FLUCFCS 4119) habitats. A RCW nesting season survey was conducted for a period of seven consecutive days beginning April 10 and ending April 16, 1998. The nesting season survey was conducted to determine the foraging potential of existing pinewoods by RCW and activity status of the cavity trees. The RCW surveys identified no RCW nesting or foraging activity on or adjacent to the project site.

D. Impacts on Historic Resources:

The project will have no impacts to any mapped Historic Resources.

E. Internal Consistency with the Lee Plan:

The proposed amendment is consistent with the following goals, objectives and policies of the Lee Plan, the State Comprehensive Plan, and the Strategic Regional Policy Plan.

Lee Plan:

1.) Vision Statement:

The Daniels Parkway vision statement indicates that this area is one of the primary gateways into Lee County. The proposed amendment will result in the coordinated development of the northwest quadrant of the Daniels/I-75 interchange. Further, the reduction in commercial intensity will result in less visual impact at this prominent gateway.

The vision statement continues, "much of the existing vacant land will be developed into low density gated communities." The proposed amendment furthers this vision, and brings the subject property into a greater level of compatibility with the surrounding uses.

2.) Policy 1.1.6 – Outlying Suburban:

The proposed amendment converting the Mixed Use Interchange to Outlying Suburban will allow for the development of low-density residential projects consistent with the provisions of Policy 1.1.6. Further, by amending the subject property to a land use category that currently exists adjacent to two sides of the amendment area, greater compatibility will be assured between future and existing uses.

3.) Objective 2.1 – Development Location:

The proposed amendment is consistent with Objective 2.1 because is allows for contiguous, compact growth patterns in an area where existing infrastructure is in place and sufficient to accommodate the proposed use.

4.) **Policy 2.1.1:**
This policy directs the majority of commercial, industrial and residential development to areas designated Future Urban on the Future Land Use Map. While the proposed amendment will reduce the permitted intensity of the subject property, it will remain a Future Urban category. Therefore the proposed amendment is consistent with this policy.

5.) **Objective 2.2. – Development Timing:**
Objective 2.2 directs new growth to those areas that have sufficient public infrastructure to support the proposed development. The proposed amendment is clearly consistent with this policy, in that the current land use would generate significantly greater demands on public infrastructure than the proposed use. Therefore the amendment will actually reduce the demand on infrastructure that has already been determined sufficient to accommodate greater intensities of development.

6.) **Goal 4:**
Goal 4 encourages mixed-use development and integrated design. While the proposed amendment will not encourage mixed-use development, the resulting project will allow for a comprehensive master plan on more than 500 acres. This master plan is well integrated, functionally related, and consistent with adjacent uses.

Further, the applicant not only owns the property that is the subject of this amendment, but property to the north and the south. This ownership will provide the opportunity to develop the project in an integrated fashion, maintaining a unified aesthetic theme and coordinating the provision of infrastructure.

7.) **Policy 5.1.1:**
The amendment will allow for a coordinated planned development on approximately 500 acres.

8.) **Policy 5.1.5:**
The proposed amendment allows for the development of a residential planned development that is compatible with the land uses to the north, east and west. Further, because the owner of the subject property also owns the undeveloped commercial land to the south, a coordinated development plan is being developed to ensure that the adjacent uses are appropriately located and adequately buffered to ensure that the character and integrity of each is maintained.

9.) **Policy 5.1.6:**
The proposed amendment will allow for a low density, golf course community which will provide a mix of residential unit types, as well as the ability to provide a significant amount of open space, buffering, landscaping and recreational amenities for its residents.

10.) **Standards 11.1 and 11.2:**
The proposed project will be served by Lee County Utilities.

11.) **Standard 11.3:**
The resulting project will be processed as a Planned Development, and will submit a detailed TIS to document concurrency with the surrounding transportation network. Further, the proposed amendment will result in a reduction of allowed intensity within the subject property, thereby reducing trips on surrounding roadways.

12.) **Objective 28.2:**
The subject property is serviced by access to mass transit.

13.) **Policy 36.1.5:**
The proposed development will be serviced by public sanitary sewer services.

14.) **Policy 40.3.1(A):**
The proposed development will be designed in conformance with the Six Mile Cypress Watershed requirements.

15.) **Policy 45.2.1:**
The proposed development is located in an established fire district, and in an area where public water is available.

16.) **Goal 52 – Development Requirements:**
The proposed development will meet or exceed all required open space standards for residential developments.

17.) **Policy 79.1.1:**
The proposed development will comply with the County's new Hurricane Mitigation program. It is anticipated that the finished floor elevations will be above the Category 3 flood zone.

18.) **Policy 84.1.2:**
The proposed project will, to the extent possible, integrate existing wetland, as well as connect historic or desired flow ways. Any impacts to jurisdictional wetlands will be in conformance with SFWMD or DEP dredge and fill permits or exemptions.

19.) **Policy 100.9.5:**
The proposed density and intensity of the subject property following the FLUM amendment will be compatible with or improve the area's existing character.

20.) **Policy 100.9.6:**
The proposed amendment will ensure that the proposed land uses acceptably minimize adverse drainage, environmental, spatial, traffic, noise and glare impacts on adjacent uses.

State Plan:

1.) **Goal 16(a):**
The project will have access to adequate public facilities, as noted in Section B.

2.) **Policies 16(b)1 and 3:**
The amendment will allow for a mix of residential unit types, and ensure a well-integrated transition from the commercial uses along Daniels Parkway to the residential areas to the north and west.

Regional Policy Plan:

1.) **Goal I-1:**
This amendment will permit for a greater mix of housing types on the over all site.

2.) **Policies I-5.1.c. and 2:**
Approval of this amendment will allow for compact, efficient and compatible development patterns.

3.) **Policies V-3.1 and 2:**
The amendment will allow for residential uses next to an area that provides for significant business activities.

F. **Additional Requirements for Specific Future Land Use Amendments:**
The proposed amendment does not contain any provisions that require additional information under this section.

G. **Planning Justification:**
The subject property originally had the land use designation and zoning in place to accommodate a regional mall. Due to this site's proximity to the Bell Tower and Edison Mall, and the community's changing demographics, the demand for a regional shopping facility has moved south, leaving this site inappropriately designated. During this same time frame, the Daniels Parkway Corridor has continued to develop as a high-end residential corridor, with limited commercial areas pushed towards major nodes.

The most recent amendment on this property (PAM/T 98-07) recognized these two developments, and tried to establish a land use category that would allow for commercial and industrial components, as well as accommodate a residential component that would help create a transition between the commercial uses and the lower density residential uses to the north and west.

Since the 1998 amendment was submitted, the residential demand in this area continues to be for moderate to low density uses, as demonstrated by the recent approval of Danforth RPD, immediately across Palomino Road from the subject property. Additionally, due to a lack of large, developable parcels in Lee County, there continues to be a demand for golf course communities. Because of the very stringent limitations on land use percentages within the Mixed Use Interchange land use category, accommodating the desire for low density residential and golf course uses within the Mixed Use Interchange is impossible. Further, because of the size and amount of

wetlands on the Outlying Suburban land to the north of the subject property, there is insufficient space to develop a stand alone residential development, without integrating the "Daniels Interchange MPD" land.

For these reasons, the applicant is requesting that the Mixed Use Interchange land use category be reverted to Outlying Suburban in order to allow this property to be planned in conjunction with the land to the north, resulting in sufficient area to develop a moderate to low-density golf course community. This community is consistent with the surrounding land uses, environmental characteristics and density of the immediate area.

It is also important to note that the demand for commercial within this quadrant of Interstate 75 can still be accommodated in the vacant 35 + acres that are still designated as General Interchange.

The result of this amendment will be a reduction in permitted density and intensity, and therefore a reduction in demand on surrounding water, sewer, police, EMS, traffic and educational resources. For these reasons, the applicant submits that the requested amendment is consistent with the Lee Plan and sound planning principles, and should therefore, be approved.

Project Team:
Renaissance Future Land Use Amendment

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March 20, 2001

Mr. Matthew A. Noble
Principal Planner
Department of Community Development
Division of Planning
P.O. Box 398
Ft. Myers, FL 33902-0398

Re: CPA 2000-03, Lee Plan Future Land Use Amendment

Dear Mr. Noble:

In response to your letter dated February 19, 2001 concerning the Lee Plan Future Land Use Amendment, I am pleased to submit the following information. (For your convenience, I have copied and accented the staff's comments and then provided the applicant's response in the regular font):

Division of Planning
Sufficiency Checklist for Planned Developments

1. **Please correctly identify the applicant – Worthington Holdings, or Worthington of Renaissance, LLC.**

   Since the original submittal in September, 2000, the property owner has created a new holding company named Worthington of Renaissance, LLC. Attached is a revised copy of the Application reflecting Worthington of Renaissance as the owner, and a copy of the property appraisers data sheets illustrating that Worthington of Renaissance does own all applicable parcels.

IIIB. **The applicant does not provide information concerning the amount of Uplands and Wetlands. The section for "Area of each Existing Future Land Use Category" has not been filled out by the applicant. In other sections of the application, the applicant indicates that the existing parcel includes 153 acres of Mixed Use Interchange and approximately 5 acres of Global Interchange. Please confirm this. Staff has been unable to verify the presence of General Interchange lands within the subject property.**

   Based on the SFWMD Wetland Jurisdictional Determination, signed by Craig Schmittler on 8/25/2000, there are approximately 26.29 acres of jurisdictional wetlands within the amendment boundaries. This 26.29 acres primarily consists of FLUCCS categories 211H, 411H and 424, with one small (.94 acre) area of 621. The remainder of the property (+/- 131.71 acres) is all classified upland. A copy of this jurisdictional determination (showing both Renaissance North and South) is attached.

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The submitted STRAP list provides the owner information as "Daniels–I75 Associates LTD. As stated above, staff finds the owner of record to be "Worthington of Renaissance, LLC." Please correct the STRAP list.

As indicated above, the ownership is now completely under the control of Worthington of Renaissance LLC. The STRAP list has been updated to reflect this refinement of ownership.

IVA.1. The applicant has not provided the requested text change in a strike-out-underlined format. The application lacks analysis and data to justify this proposed change. The application does not provide an estimated needed residential allocation.

Originally, the applicant was not requesting any amendments Lee Plan Text, only the FLUM. However, in discussions with staff, they have indicated that they would prefer that the amendment eliminate the land use category from the Lee Plan due to the fact that all of the land under that designation will be eliminated. Similarly, with the deletion of this land use category, the applicant will be requesting that the 2020 allocations be converted to other appropriate categories.

Below are the proposed text changes to the Lee Plan, as well as the Table 1A (2020 Overlay). The anticipated residential allocation for this amendment can easily be accommodated by the 68 acres of residential that are currently allocated to the Mixed Use Interchange. In fact, the proposed residential units currently approved under the MPD for this property, exceed what will be requested in Renaissance North and South combined. Based on this reduction in density, the proposed amendment will not result in an increase to the population accommodation, nor will it result in a deficiency in any LOS for public infrastructure.

A.1. Provide any proposed text changes:

The result of the requested amendment will be the removal of any land from the FLUM that is allocated to the Mixed Use Interchange Land Use Category. For this reason, the applicant is submitting a request to delete Policy 1.3.6 in its entirety. However, should Lee County and DCA desire to retain this land use category for future areas, the applicant would have no objection. The language proposed to be deleted is as follows:

~~*Policy 1.3.6: The Mixed Use Interchange District areas are intended to provide opportunities for a wide range of light industrial, office, and retail commercial uses, accompanied by a viable residential component to facilitate the internal capture of trips through on-site shopping and job creation. The residential uses in this category are to be transitional with existing and future residential uses abutting this land use district to promote compatibility with adjacent residential uses. The maximum residential density, of 5 units per acre, for this category is calculated on the upland acreage of the entire project including both residential and non-residential areas. Policy 6.1.2.2 does not apply to this interchange district.*~~

~~*Commercial and residential uses shall meet the following criteria in this district.*~~

~~*1. In order to implement the standards of this district, Mixed Use Planned Development (MPD) zoning is required.*~~

2. Residential uses in this category will serve as a transition between the intense non-residential uses within the interchange area and existing or potential residential uses on properties outside of the interchange category. To preserve the intent of the interchange designation, uses serving the traveling public is required within 330 feet of the arterial road creating the interchange.

3. To insure viable residential uses and to provide for employment and shopping opportunities for residential uses developed on site, the following minimum acreage percentages are required:

   - 45 percent of the gross land area will be developed with residential uses, and
   - 40 percent of the gross land area will be developed with commercial and/or industrial uses.

4. Non-residential uses will be constructed in a fashion such that the total building area does not exceed 20% (0.2 FAR) of the total land area used for non-residential uses. Development intensities may be more or less than a floor area ratio (FAR) of 0.2 on individual parcels, as long as the project's average FAR for non-residential uses does not exceed 0.2

5. Bicycle & pedestrian facilities will be provided throughout the development. Connections between all uses are required to facilitate these alternative modes of transportation. When possible, connections to developments adjacent to the MPD will be provided.

6. Vehicular connections between residential and non-residential uses will be provided to facilitate the internal capture of trips. When possible, connections to development adjacent to the MPD will be made to provide alternative access to the non-residential components of this development other than the arterial creating the interchange with I-75.

7. Landscaping requirements shall be increased in this land use category to help promote a pedestrian ambiance. The following requirements shall supplement the minimum standards of the Lee County Land Development Code Section 10-415.

   - Multi-family developments shall provide 1.5 trees per 3,000 S.F.
   - Non-residential uses shall provide 1.5 trees per 3,500 S.F.
   - Landscaping for internal parking areas shall be 15% of the total paved surface area.
   - An average fifty foot buffer strip which includes a minimum of 7 trees and 30 shrubs per 100 lineal feet and a double staggered hedge will be provided along the I-75 corridor. It is desired that the existing native vegetation will be retained and augmented to meet this standard.

If any facility deficiencies may result from the application of this district, commitments shall be provided at the time of zoning to insure that necessary improvements will be in place to support the proposed uses.

In addition to deleting Policy 1.3.6, the applicant is also requesting the conversion of the residential allocations from the Mixed Use category to the Outlying Suburban category, as reflected below in the modified Table 1(b).

Table 1(b) – Planning Community Year 2020 Allocations:

Future Land Use Category	Existing Allocations	Proposed Allocations	Change
Outlying Suburban	~~940~~	1,008	+68
General Interchange	2	2	-
Mixed Use Interchange	~~68~~	0	-68
Rural	1,255	1,255	-
Wetlands	7	7	-
Residential Sub Total	2,273	2,273	-
Commercial	398	398	-
Industrial	10	10	-
Public	1,854	1,854	-
Active Ag	254	254	-
Passive Ag	958	958	-
Conservation	1,913	1,913	-
Vacant	427	427	-
Total	8,088	8,088	-

The 68 acres currently allocated to the Mixed Use Interchange accommodates the permitted 500 dwelling units at a gross density of 5 dwelling units per acre. The conversion of these acres to a category with a maximum density of 3 dwelling units per acre would normally result in an increase in acres to accommodate the same number of units at a lower density. However, to simplify this amendment, the request is simply to transfer the same 68 acres from Mixed Use Interchange to Outlying Suburban.

IVA.2. The applicant has only submitted 1 color copy of the required map. Please resubmit 30 copies of the color map.

The color map, which the applicant provided, is a version of the existing FLUM showing the outline of the subject property. We believe that staff has a digital version of the county's FLUM. However, the applicant has provided an additional 30 version of our map in 8 ½" x 11" format.

A.5&6 Please update the legal description. The acreage does not match (152.95 versus the 158). Staff is also asking that the applicant provide an opinion of title and a boundary survey, which agree. Staff prefers that the applicant provide a metes and bounds description that includes right-of-ways such as Danport Center Boulevard.

Attached is the latest copy of the legal description. The applicant currently owns land on the north and south of the subject property, and will be submitting a RPD for property that encompasses more than the land that is the subject of this amendment. Our request is simply to change the designation of the area amended by PAM/T 98-07 (as submitted in the original applicants legal description) to the Outlying Suburban land use category. Roger Harrah at

Community Engineering Services, is following up with Jerry Murphy to make sure that the all issues with the legal description have been addressed.

At the time of submittal, the subject property was under contract. Copies of all of the contracts were submitted with the original application. In the 5 months since submittal, the property has changed ownership, and is now under the control of Worthington of Renaissance, LLC. In light of the completion of this acquisition, the applicant has now provided the appropriate deeds for staff's review.

A.8 Please submit the required authorizations from the property owners of the subject property so that the agent may represent the owners in this matter.

The authorization form was originally signed by Scott Connell of Worthington Holdings. Since the submittal 5 months ago, all of the land has been closed, and converted into a holding company, Worthington of Renaissance, LLC. A revised authorization form has been signed by Scott Connell on behalf of Worthington of Renaissance, LLC.

B.1 Please respond to the Memo from the Department of Transportation.

Please see the attached response to the Department of Transportation Memo.

B.3.c Please provide a letter of willingness to provide service from the Lee County Sheriff's Office.

The Lee County's Sheriff's Office is a constitutional office that is required to provide law enforcement for all of unincorporated Lee County. The original letter cannot be located at this time, and a new letter has been requested.

C. See attached comments from Environmental Sciences staff.
Please provide a FLUM with proposed land uses. This map must delineate state jurisdictional wetlands or provide a SFWMD permit including exhibits showing approved wetland impact and required wetland preservation areas. Any wetland areas to be preserved must be delineated on the FLUM as Wetland.

The applicant submitted a FLUM map outlining the area proposed to be converted to Outlying Suburban. A detailed FLUCCS map and Soils map were also submitted. In response to staff's request, a signed SFWMD wetland delineation has been submitted in this response.

The application for an amendment to the FLUM, specifically item IV.C, does not require the delineation of wetlands to be preserved. However, because of the degraded condition of the vast majority of the wetlands on site, it is likely that all wetlands may be subject to some level of impact, whether it is through the creation of flow ways, mitigation, excavation or filling. It is anticipated that the wetland on the western property line (containing less than 4 acres of FLUCCS 621, 424 and 211 will be incorporated into the projects preserve area). However, because of the preliminary nature of this project, and because no permitting has been approved, it is impossible to identify the wetlands which will be preserved.

C.1 **The submitted exhibit indicates an approximate acreage of 542.42 acres. Other sections of the application indicate that the subject parcel is approximately 158 acres. Please correct.**

A detailed acreage breakdown has been provided for the Renaissance South FLUCC categories. This exhibit reflects approximately 26.29 acres of wetland on the 153 +/- acre subject property.

C.2 **Staff notes the presence of additional soil (44 & 13) types on the subject property. Please revise the application to include these types.**

The applicant has reviewed the Soil Survey, and believes that if these two soil classifications are present on the property, that they represent such an insignificant amount of land (Less than an acre combined) that their inclusion does not appear to be justified. However, in accordance with Staff's request, these classifications have been added in the attached sufficiency update.

C.2. Soils:
Exhibit C.2. depicts the soils found on the property, as depicted in the Soil Classification Survey for Lee County. There are 6 different soil classifications within the subject property. Listed below is each of the classifications and their descriptions.

(13) Boca fine sand
This is a nearly level, poorly drained soil on flatwoods. Slopes are smooth and range from 0 to 2 percent. Natural vegetation consists of saw palmetto, pineland threeawn, South Florida slash pine, and wax myrtle.

(44) Malabar fine sand, depressional
This is a nearly level, poorly drained soil in depressions. Slopes are concave and are less than 1 percent. Natural vegetation consists of bald cypress, wax myrtle, St. Johns wort, and water tolerant grasses.

(26) Pineda Fine Sand
This is a nearly level, poorly drained soil on sloughs. Slopes are smooth to slightly concave and range from 0 to 1 percent. Natural vegetation consists of pineland threeawn, panicums, sedges, maidencain, wax myrtle, South Florida slash pine, and scattered clumps of saw palmetto.

(27) Pompano Fine Sand
This is a nearly level, poorly drained soil in depressions. Slopes are concave and less than 1 percent. Natural vegetation consists of St. Johnswort and wax myrtle.

(28) Immokalee Sand
This is a nearly level, poorly drained soil in flatwoods areas. Slopes are smooth to convex and range from 0 to 2 percent. Natural vegetation consists of saw palmetto, fetterbush, pineland threeawn, and South Florida slash pine.

(34) *Malabar Fine Sand*
This is a nearly level, poorly drained soil in sloughs. Slopes are smooth to concave and range from 0 to 1 percent. The available water capacity is low in the surface and subsurface layers and the upper part of the subsoil and medium in the lower part of the subsoil. Natural fertility is low. Natural vegetation consists of pineland threeawn, wax myrtle, scattered saw palmetto, maidencaine, panicum, and South Florida slash pine.

C.5. Staff does not find a table of plant communities by FLUCCS..." Please provide the requested table.

In addition to the documentation provided in PAM/T 98-07, Boylan Environmental has conducted a protected species survey for the subject property. A copy of the FLUCCs table and potential protected species is provided on the attached FLUCCS Map.

Table C.5. FLUCCS and Potential Protected Species

D.1. The applicant has not indicated whether or not there are any historic resources listed on the Florida Master Site File, which are located on the subject property or adjacent property.

There are not any historic resources listed on the Florida Master Site File for the subject property.

D.2. Please provide a map showing the subject property location on the archeological sensitivity map for Lee County.

The subject property does not fall within either Archeological Sensitivity Level 1 or 2. A black and white copy of the County's map is provided, as well as an archeological survey of the site conducted by Archeological Consultants, Inc.

E.1. Please provide the required discussion.

The proposed amendment does not have any impact on the established Lee County population projections, in that the proposed density is a reduction from the currently permitted densities. Further, as detailed above, the proposed request will require the transfer of 68 residential acres from the Mixed Use Interchange to Outlying Suburban land use category, as reflected in Table 1(b). This adjustment is appropriate due to the fact that all of the land in this land use category is requested to be converted to Outlying Suburban. The result of this amendment is that there will be no increase in the County's population accommodation of the Future Land Use Map.

E.3. Please provide the required discussion.

The proposed amendment will have no impact on any adjacent government's comprehensive plan. The proposed project is located wholly within Lee County, and is more than 8 miles from the nearest incorporated area. The proposed amendment provides for greater compatibility with surrounding residential uses, and still maintains viable commercial areas within the Interchange land use category.

F.1.a State whether the site is accessible to arterial roadways, rail lines, and cargo airport terminals.

The subject property does have access to Daniels Parkway (an arterial road) via an internal access road through an existing commercial subdivision. The property does not have any access to rail lines, and does not have any direct access to airport terminals. The subject property is approximately two miles from the entrance to the airport.

However, while the subject property did allow for some industrial uses, they were all light industrial uses that can still be accommodated in the vast Airport Commerce land use designation, New Community, and other industrial land use categories in close proximity to the airport. Locations for industrial and retail land uses were further expanded in 2000 due to the expansion of the Noise Zones for the future airport expansion. Further, there are in excess of 15 acres of land still remaining within the General Interchange category that can continue to accommodate light industrial and retail uses.

F.1.c Address the affect of the proposed change on the county's industrial employment goal, specifically policy 7.1.4.

It is important to point out that in the staff report recommending approval of PAM/T 98-08, there was no discussion pertaining to Policy 7.1.4, and the recommendation was made without respect to Policy 7.1.4. There was no indication made by staff that there was any need for additional industrial land use designations to comply with Policy 7.1.4, and there was no reference to the required bi-annual study documenting the county's progress toward this employment goal.

Further, the approved amendment resulting in Policy 1.3.6 does not require any industrial development, but rather simply allows the use. Since the land use category could be completely developed without any industrial uses, the creation of the category cannot be reasonably be counted towards the fulfillment of Policy 7.1.4. Conversely, the deletion of the Mixed Use Interchange category does not diminish any realistic opportunity to achieve the goal.

As outlined in Attachment 7 of PAM/T 96-13, Lee County provides the following assessment of acres per land use category:

Land Use Category	Acres	% considered non-residential (From Attach. 4)	Available for Industrial Uses
Intensive Development	4,945.00	61.5%	3,041.17
Industrial	5,861.12	100%	5,861.12
Industrial Interchange	110.83	100%	110.83
General Interchange	1,109.87	100%	1,109.87
Industrial Commercial Interchange	272.19	100%	272.19
New Community	4,370.01	40.9%	1,787.33
Airport Commerce	4,572.22	100%	4,572.22
DRGR	94,763.56	5% *	4,738.18
Totals:	**116,004.80**		**21,492.91**

For comparison, the 1990 projections for the required industrial acreage, based on 3% of population, required an allocation of 11,365 acres (1990 Amendments to the Lee Plan, Volume 2 of 3, September 1990). The 1990 population was 335,113 (based on Attachment 9 of PAM/T 96-13). The projected 2010 population is 511,400, or an increase of 152.6% over the 1990 population. By applying this same rate of increase to the desired industrial allocation, it is estimated that 17,342.99 acres of industrial should be accommodated. As outlined above, the current FLUM currently has allocated approximately 21,500 acres of land that could be developed for industrial uses.

While this land use allocation has been provided by the FLUM, Attachment 13 and 14 of PAM/T 96-13 demonstrates that through the year 1996, there was only a demand of 1,440.3 acres of industrial, or approximately 10,084,000 square feet (which translates into an intensity of about 7,000 square feet per acre). Based on this data, there is currently more than 20,000 acres of land that could accommodate industrial uses than the actual demand (as tracked in Attachment 14) for industrial development.

As indicated in the Lee County 2020 Planning Community allocation tables (attached), there are 2,296 acres of industrial land use available in the Gateway/Airport Planning Community, 332 industrial acres available in the South Fort Myers Planning Community, and 160 in the San Carlos Estero Community. These three Planning Communities surround the Daniels Road Planning Community, and represent the majority of the main concentrations of industrial allocations for Lee County. Combined, there are in excess of 2,788 available acres of industrial allocations within the surrounding Planning Communities. Again for comparison, Attachment 14 of PAM/T 96-13 tracks the annual acreage demand for industrial in Lee County since 1930. The result is that on average, Lee County consumes approximately 20 acres of industrial per year over that time frame, with peak demand for 63.63 acres per year (1985). Based on the highest annual demand for industrial acreage, the current allocation represents more than a 43.8-year supply – well beyond the 2010 time frame established in Policy 7.1.4.

Finally, assuming that 50% of the available acreage within the Mixed Use Interchange land use category were actually converted to industrial use, it would represent approximately 31.6 acres, or less than 1.1% of the current available industrial acreage. Based on this data and analysis, and the current adequate supply of industrial land, the conversion of this land use category to Outlying Suburban would have a negligible effect on Policy 7.1.4.

G. **The application lacks justification that is supported with adequate data and analysis. For example, the application provides the statement that "the demand for commercial within this quadrant of Interstate 75 can still be accommodated in the vacant 35+ acres that are still designated as General Interchange." The application provides little justification for the need for additional low-density development in Lee County.**

The proposed amendment is required, and/or appropriate, for a variety of reasons, which are all based in sound planning principles. The first issue is that of need. In evaluating the large, urban sites available for golf course communities, there are virtually no remaining parcels that have not been identified for development. In order to realistically be developed as a golf course community, a parcel in excess of 350 acres is required, but a parcel in excess of 450 acres is desired. This is the only remaining site, of sufficient size and unified control to be realistically considered for development as a golf course community. If urban sites are discouraged from development as residential communities, it increases development pressure at the edges of the urban land use categories.

The second issue is compatibility. The current and anticipated development to the north and west of the subject property is low-density residential uses. By converting this project to a lower density residential use, the transition to adjacent residential developments such as Danforth RPD, and the larger estate tracts to the north are made much more smoothly. Despite the buffers and transitional areas, the transition from industrial, to commercial to residential would have been challenging. Further, the amount of development permitted by the current land use category is significantly more intense than is being requested. This high level of intensity was a major concern of Lee County's, particularly as it related to road impacts on Palomino and Daniels Parkway. The proposed development will reduce this intensity, and thereby minimizing potential impacts on the roadway LOS.

The third issue is market. Originally this site was approved for a regional mall. As has been evidenced over the last year by the submittal of two alternative mall sites, and by the abandonment of the DRI, this site was not a viable regional mall site. Staff acknowledged this change in viability on page 6 of 33 of the Staff Report for PAM/T 98-07. This site also has significant competition for the mid-scale retail center, in that 6 miles to the west is the very vibrant Bell Tower Shoppes, and within 5 miles to the south is the approved Three Oaks commercial center. Opportunities for development as a mid-scale center are also adversely impacted by the existing development of the Daniels Road frontage for tourist oriented uses. Neighborhood retail uses are further limited, in that there have been significant approvals for Grocery Store anchored developments within 1-4 miles of the site, including the Shoppes at Fiddlesticks (100,000), Daniels Falls CPD (100,000), the Colony CPD (60,000), US Communities/Riverside Baptist Church CPD (30,000), Palomino Park CPD (80,000), the Brookshire Albertsons (150,000) and others (see attached project descriptions). These projects have resulted in the approval of over 500,000 square feet of neighborhood retail uses.

The fourth issue is the ability to still provide some retail and office uses adjacent to the proposed development, augmented by internal vehicular and pedestrian access – which was a goal of Policy 1.3.6. Between Daniels Parkway and the proposed development, there are over 40 acres of land that are currently approved for office or retail uses, or could be approved for office or retail uses. This future development could still provide the opportunity for an employment base close to residential (including Danforth RPD, the Legends and the Renaissance Development). This approach is still consistent with the position taken by staff on page 7 of 33 of the Staff Report for PAM/T 98-07, which was, "It is the intent of this new category to not only provide residential opportunities with convenient access to I-75 for their working commute, but also to provide these residents convenient pedestrian accessible retail for their after work needs."

Should you have any questions concerning the responses in this submittal, please do not hesitate to contact me.

Sincerely,
Vanasse & Daylor, LLP

Mitchel A. Hutchcraft

Mitch Hutchcraft, AICP, ASLA
Executive Vice President

May 21, 2001

Mr. Matthew A. Noble
Principal Planner
Department of Community Development
Division of Planning
P.O. Box 398
Ft. Myers, FL 33902-0398

Re: CPA 2000-03, Lee Plan Future Land Use Amendment

Dear Mr. Matt:

In response to your letter dated April 27, 2001 concerning the Lee Plan Future Land Use Amendment, I am pleased to submit the following information. (For your convenience, I have copied and accented the staff's comments and then provided the applicant's response in the regular font):

Division of Planning
Sufficiency Checklist for Planned Developments

1. **Please identify which parcel or parcels are within the General Interchange category. Please identify all the STRAP numbers and owners. Also please provide the deeds for the referenced parcel.**

   Worthington of Renaissance is the property owner for both of the parcels within the General interchange Land Use category. The STRAP numbers for the two parcels are: 22-45-25-00-00002.1030 and 22-45-25-01-0000B.0020. Enclosed, please find the deeds for both parcels.

   The application has not taken into account the presence of the Wetlands land use category on the property. Is it the intent for the areas currently designated Wetlands to remain in the Wetlands category, or does this request propose to change them to Outlying Suburban? How will this affect the proposed 2020 allocation figures?

   Most of the FLUM designated Wetland area within this parcel is non-functioning wetland. This project is working with the South Florida Water Management District to recreate the flow ways through the site and greatly enhance the regional water management system. Some of the non-viable wetlands will be impacted by development, and these areas will change from Wetland to Outlying Suburban. The other areas of Wetland and the wetland areas that are created can remain in the Wetland category.

12730 New Brittany Boulevard, Suite 600, Fort Myers, FL 33907 • Website: www.vanday.com
Telephone: 941-437-4601 • Fax: 941-437-4636 • Email: admin@vanday.com

The application should indicate how many acres of Mixed Use Interchange, General Interchange and Wetlands exist on the property.

We have revised the application to show the acrages of General Interchange, Mixed Use Interchange and Wetlands on site. There is 1.95+/- acres of General Interchange, 129.04+/- acres of Mixed Use Interchange, and 22.15 +/- acres of Wetlands.

A1. **Staff would prefer to retain the Mixed-Use Interchange Category. Please revise the application to retain Policy 1.3.6. Also Table 1(b) has not taken into account any changes in the number of acres within the General Interchange category.**

As per our meeting on May 16, you and Paul mentioned that you no longer planned to retain the Mixed Use Interchange Land Use Category. We have revised Table 1(b) to account for acres within the General Interchange category.

Table 1(b) – Planning Community Year 2020 Allocations:

Future Land Use Category	Existing Allocations	Proposed Allocations	Change
Outlying Suburban	~~940~~	1,008	+68
General Interchange	2	2	-
Mixed Use Interchange	~~68~~	0	-68
Rural	1,255	1,255	-
Wetlands	7	7	-
Residential Sub Total	2,273	2,273	-
Commercial	398	398	-
Industrial	10	10	-
Public	1,854	1,854	-
Active Ag	254	254	-
Passive Ag	958	958	-
Conservation	1,913	1,913	-
Vacant	427	427	-
Total	8,088	8,088	-

The 68 acres currently allocated to the Mixed Use Interchange accommodates the permitted 500 dwelling units at a gross density of 5 dwelling units per acre. The conversion of these acres to a category with a maximum density of 3 dwelling units per acre would normally result in an increase in acres to accommodate the same number of units at a lower density. However, to simplify this amendment, the request is simply to transfer the same 68 acres from Mixed Use Interchange to Outlying Suburban. The General Interchange Category does not permit residential uses. Therefore, although this amendment is requesting to change approximately two acres of General Interchange to Outlying Suburban, these acres would not be added to the Table under Outlying Suburban as there would be no transfer of residential density.

A2. The application requires 30 copies of the required map.

Enclosed, please find 30 copies of the required map.

A3. Please verify that this parcel does, in fact, contain a billboard. Item IV.A.3 requires a discussion of the consistency of current uses with proposed changes. Please discuss how the billboard will be consistent with the Outlying Suburban category.

The billboard parcel is not included in the Comprehensive Plan Amendment. Worthington of Renaissance does not own this parcel and is not authorized to change its Future Land Use category.

A.5. The "Parcel Key Map" submitted by CES makes references to a "CDD Boundary". Please correct this minor error.

Please see the enclosed revised Parcel Key Map.

A.6. The deed for the parcel containing the billboard is missing from the application.

The billboard parcel is not included in the Comprehensive Plan Amendment. Worthington of Renaissance does not own this parcel and is not authorized to change its Future Land Use category. Since Worthington of Renaissance does not own the parcel, there is no deed to submit.

The property appears to include a small portion of STRAP number 22-45-25-01-0000B.0020

That is correct. As we discussed, this area will be re-platted in conjunction with the Renaissance South RPD. There are also other parcels which this Comprehensive Plan Amendment intersects. All of the properties are under ownership of Worthington of Renaissance and will be replatted.

A.7. Please provide the letter from the Lee County Sheriff's Office when it becomes available.

We are working with the Sheriff's office to obtain this letter. We will give it to you as soon as we get it.

C.1. Please submit a more legible copy of the map depicting wetland jurisdictional lines and FLUCCS plant communities.

Please see the enclosed map depicting wetland jurisdictional lines and FLUCCS plant communities.

E.1. Please provide the required discussion.

The proposed amendment has a negative any impact on the established Lee County population projections, in that the proposed density is a reduction from the currently permitted densities. Further, as detailed above, the proposed request will require the transfer of 68 residential acres from the Mixed Use Interchange to Outlying Suburban land use category, as reflected in Table

1(b). This adjustment is appropriate due to the fact that all of the land in this land use category is requested to be converted to Outlying Suburban.

According to the submitted application for the Residential Planned Development, this area will build no more than 260 residential units. The 68 acres of allocated residential area in the Mix Use Interchange Future Land Use category would allow for 340 units. The result of this amendment is that there will be a decrease in the County's population accommodation of the Future Land Use Map.

Should you have any questions concerning the responses in this submittal, please do not hesitate to contact me.

Sincerely,
Vanasse & Daylor, LLP

Daniel DeLisi
Planner

LEGAL DESCRIPTION
FOR
RENAISSANCE COMP PLAN AMENDMENT AREA

A PARCEL OF LAND LYING IN SECTIONS 15 AND 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, SAID LAND BEING SITUATED WEST OF I-75 AND NORTH OF DANIELS ROAD AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH ¼ CORNER OF SECTION 15, TOWNSHIP 45 SOUTH, RANGE 25 EAST; SAID POINT ALSO BEING THE NORTHWEST CORNER OF DANPORT CENTER PLAT BOOK 36, PAGES 118 THROUGH 120, THENCE ALONG THE NORTH LINE OF SAID PLAT AND THE SOUTH LINE OF SECTION 15,
N 89°33'10" E, A DISTANCE OF 955.04' TO A POINT MARKING THE NORTHEAST CORNER OF SAID PLAT AND ALSO BEING ON THE WEST RIGHT OF WAY OF INTERSTATE 75;
THENCE ALONG SAID RIGHT OF WAY AND SAID PLAT THE FOLLOWING BEARINGS AND DISTANCES :
S 00°29'46" E, A DISTANCE OF 720.92' TO A POINT;
THENCE S 03°21'36" W, A DISTANCE OF 518.59' TO A POINT;
THENCE S 07°47'14" W, A DISTANCE OF 157.00' TO A POINT MARKING THE SOUTHEAST CORNER OF LOT 3 OF "DANPORT CENTER" AS RECORDED IN PLAT BOOK 36 PAGES 118 THROUGH 120; THENCE LEAVING SAID RIGHT OF WAY AND RUNNING WITH THE SOUTH LINE OF SAID LOT 3,
S 88°58'07" W, A DISTANCE OF 322.37' TO A POINT; THENCE LEAVING SOUTH LINE OF LOT 3 AND RUNNING;
S 53°11'00" W, A DISTANCE OF 783.03' TO A POINT MARKING THE NORTHEAST CORNER OF "DANPORT CENTER PHASE 1A" AS RECORDED IN PLAT BOOK 49 PAGES 87 THROUGH 92; THENCE WITH THE NORTH LINE OF SAID PLATTED LANDS AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 24°44'22", AN ARC DISTANCE OF 259.07', RADIUS OF 600.00', WITH A CHORD BEARING OF
S 76°36'00" W, A DISTANCE OF 257.06' TO A POINT;
THENCE S 88°58'10" W, A DISTANCE OF 330.70' TO A POINT;
THENCE AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 12°26'10",
AN ARC DISTANCE OF 13023', HAVING A RADIUS OF 600.00',
WITH A CHORD BEARING OF N 84°48'46" W, A DISTANCE OF 129.98' TO A POINT;
THENCE LEAVING SAID PLAT AND RUNNING N 01°01'50" W, A DISTANCE OF 397.53' TO A POINT;
THENCE N 75°40'45" W, A DISTANCE OF 523.68' TO A POINT,
THENCE N 01°02'20" W, A DISTANCE OF 717.56' TO A POINT
THENCE S 89°34'28" W, A DISTANCE OF 644.79' TO A POINT ON THE EAST LINE OF THE WEST ½ OF THE NORTHWEST ¼ OF THE NORTHWEST ¼, AND BEING NEAR THE CENTERLINE OF PALOMINO LANE;
THENCE WITH SAID EAST LINE N 01°02'35" W, A DISTANCE OF 661.68' TO A POINT ON THE SOUTH LINE OF SECTION 15; THENCE CONTINUE WITH THE EAST LINE OF THE WEST ½ OF THE SW ¼ OF THE SW ¼ OF SECTION 15, N 01°05'26" W, A DISTANCE OF 1324.29' TO THE NW CORNER OF THE NE ¼ OT THE SW ¼ OF THE SW ¼; THENCE LEAVING SAID EAST LINE AND RUNNING N 89°34''58" E, A DISTANCE OF 1936.08' TO THE NE CORNER OF THE SE ¼ OF THE SW ¼ OF SECTION 15, SAID POINT BEING ON THE EAST LINE OF THE SE ¼ OF THE SW ¼ OF SECTION 15; THENCE WITH SAID LINE
THENCE S 01°00'03" E, A DISTANCE OF 1324.08' TO THE POINT OF BEGINNING.

CONTAINING 152.37 ACRES MORE OR LESS.
(See Attached Boundary Sketch)

Surveyor and Mapper in Responsible Charge:
Roger H. Harrah, LS #5294
Community Engineering Services, Inc. LB #6572
9200 Bonita Beach Road, Suite 213
Bonita Springs, FL 34135

Signed: Roger H. Harrah
Roger H. Harrah, P.L.S.

Date: 05-23-01

\\Commserv\barbdata\Renaissance\153 comp. plan amendment desc.doc

RENAISSANCE

PROPOSED COMPREHENSIVE PLAN CHANGE

V&D #80306

Prepared for:

Worthington of Renaissance LLC

Submitted: March 2001

Prepared by:

VANASSE & DAYLOR, LLP
12730 New Brittany Boulevard, Suite 600
Ft. Myers, FL 33907
(941) 437-4601

INTRODUCTION

Worthington of Renaissance LLC is proposing a Lee County Comprehensive Plan Change for the Renaissance project. The project will occupy the vast majority of the undeveloped lands within TAZ 640 and is projected to consist of up to 500 dwelling units of residential housing. The mix is anticipated to be at least 130 multi-family and up to 370 single-family residences. The project is within TAZ 640 with is bounded by Palomino Road to the west, Penzance Boulevard to the north, I-75 to the east and Daniels Parkway to the south. The proposed Comprehensive Plan change would change nearly all the undeveloped land (approximately 153 acres) within TAZ 640 from the General Interchange land use classification to the Outlying Suburban land use classification.

In accordance with a LDOT memorandum dated January 15, 1999 (see Appendix A), the existing land uses within TAZ 640 at that time were 12 single-family dwelling units, 87 hotel/motel units and 57,355 square feet of commercial land uses. A letter (see Appendix A) written by Robert H. Gurnham from the Lee County Department of Community Development dated February 25, 2001 states "Be advised however, that 172 of the 200 hotel/motel units allowed by resolution Z-88-296 have already been built or permitted." Therefore, for the existing condition, we have assumed there are 12 single-family dwelling units, 172 hotel/motel units and 57,355 square feet of commercial land uses within the area. Table 1A shows the proposed trip generation at buildout of the area, which will include the existing, land uses plus the 370 single-family dwelling units and the 130 multi-family dwelling proposed by this Comprehensive Plan change.

In 1999, Lee County approved a Comprehensive Plan Change for the Daniels Interchange MPD, which changed 68.6 acres within TAZ 640 from the Outlying Suburban land use classification to the General Interchange land use classification. TAZ 640 including the Daniels Interchange MPD included 250 single-family dwelling units, 250 multi-family dwelling units, 200 hotel/motel units, 100,000 square feet of commercial land uses, 100,000 square feet of service/office land uses, and 300,000 square feet of industrial/warehouse land uses. Table 2 shows the potential trip generation from these land uses.

The TAZ 640 data from the 2020 Financially Feasible Plan call for 227 single-family dwelling units, 22 multi-family dwelling units, 225 hotel/motel units and a computed 92,000 square feet of commercial and 835,764 square feet of service/office land uses (see Appendix B). Table 3 shows the potential trip generation from these land uses.

SITE-GENERATED TRAFFIC

The Trip Generation Manual (6th Edition) published by the Institute of Transportation Engineers (ITE) has been used to determine the trip-generation rates for this project.

The following trip generation equations are used for this analysis:

Single-Family Detached Housing (LU 210):
- ADT: Ln(T) = 0.920 Ln(X) + 2.707
- AM Peak Hour: T = 0.700(X) + 9.477
- PM Peak Hour: Ln(T) = 0.901 Ln(X) + 0.527

Multi-Family Housing (LU 230):
- ADT: Ln(T) = 0.850 Ln(X) + 2.564
- AM Peak Hour: Ln(T) = 0.790 Ln(X) + 0.298
- PM Peak Hour: Ln(T) = 0.827 Ln(X) + 0.309

Warehouse (LU 150)):
- ADT: T = 4.96(X)
- AM Peak Hour: Ln(T) = 0.707 Ln(X) + 1.148
- PM Peak Hour: Ln(T) = 0.754 Ln(X) + 0.826

Shopping Center (LU 820):
- ADT: Ln(T) = 0.643 Ln(X) + 5.866
- AM Peak Hour: Ln(T) = 0.596 Ln(X) + 2.329
- PM Peak Hour: Ln(T) = 0.660 Ln(X) + 3.403

Professional Office Building (LU 750):
- ADT: T = 11.42 (X)
- AM Peak Hour: Ln(T) = 0.836 Ln(X) + 1.540
- PM Peak Hour: T = 1.50 (X)

Hotel (LU 310):
- ADT: T = 8.92 (X)
- AM Peak Hour: T = 0.670 (X)
- PM Peak Hour: Ln(T) = 1.150 Ln(X) - 1.255

Tables 1A, B and C summarizes the trip generation calculations.

TABLE 1
PROPOSED TRIP GENERATION @ BUILDOUT OF AREA

Land Use		ADT	AM Peak	PM Peak
Single Family (LU 210)*:	382 DU	3,557	9	359
Multi-Family (LU 230)*:	130 DU	814	63	76
Shopping Center (LU 820)	57,355 SF	4,768	115	435
Hotel (LU 310):	172 RM	1,534	115	106
Totals		**10,673**	**302**	**977**

***includes 370 SF and 130 MF DU's proposed for Renaissance Center**

TABLE 2
PREVIOUSLY APPROVED DANIELS INTERCHANGE MPD TRIP GENERATION

Land Use		ADT	AM Peak	PM Peak
Warehouse (LU 150):	300,000 AC	1488	178	168
Single Family (LU 210):	250 DU	2,408	9	245
Multi-Family (LU 230)	250 DU	1,418	106	131
Shopping Center (LU 820)	100,000 SF	6,817	160	628
Professional Office (LU 750):	100,000 SF	1,142	219	150
Hotel (LU 310):	200 RM	1,784	134	126
Totals		**15,057**	**806**	**1,449**

TABLE 3
2020 TAZ 640 ASSIGNED TRIP GENERATION

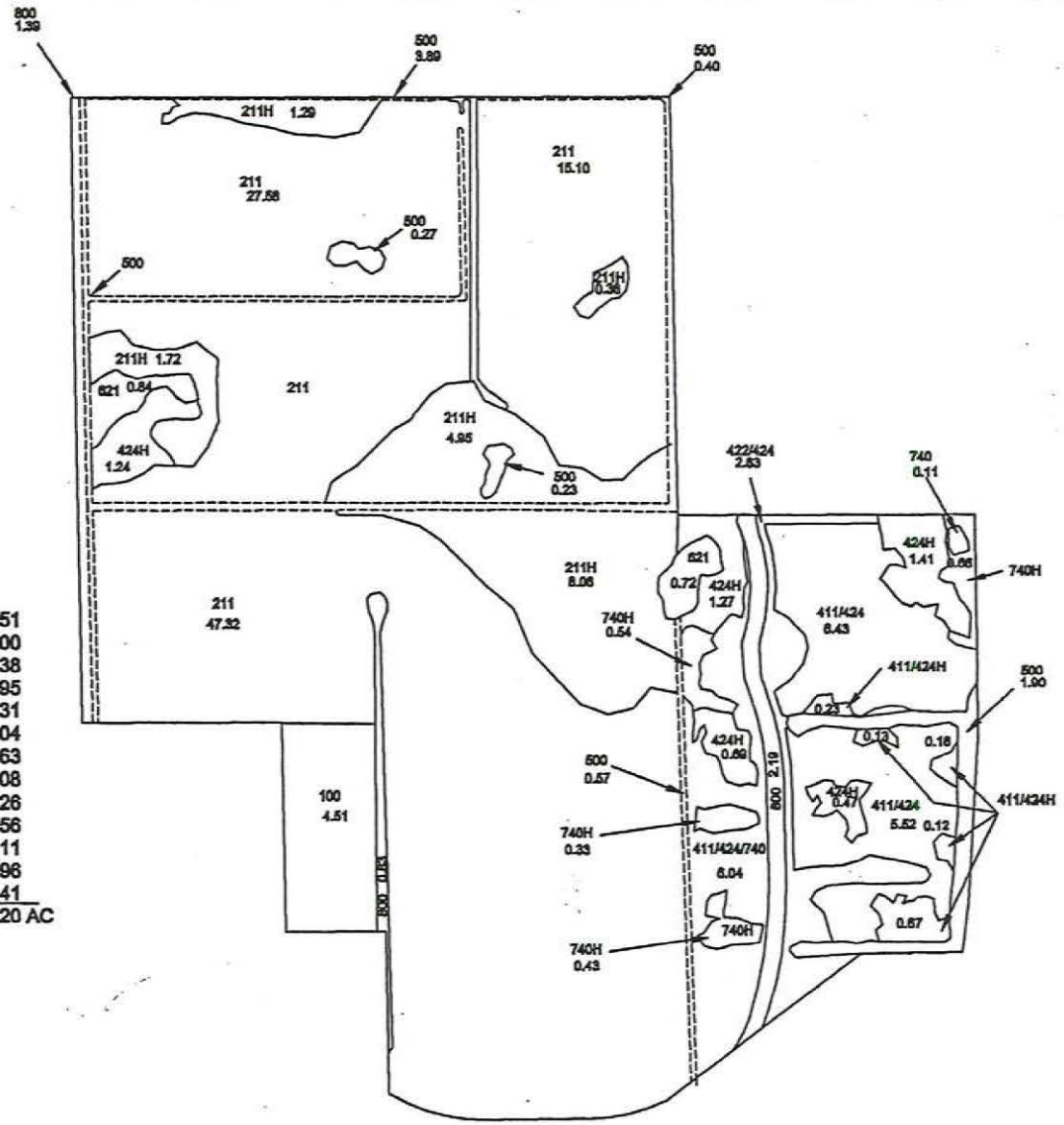
Land Use		ADT	AM Peak	PM Peak
Single Family (LU 210):	227 DU	2,204	9	225
Multi-Family (LU 230)	22 DU	180	15	18
Shopping Center (LU 820)	92,000 SF	6,461	152	594
Professional Office (LU 750):	835,750 SF	9,544	1293	1254
Hotel (LU 310):	225 RM	2,007	151	145
Totals		**20,396**	**1,621**	**2,235**

The above tables show that the land use changes proposed by this Comprehensive Plan change have a much lower trip generation potential than the currently approved Comprehensive

Plan land uses or the currently modeled 2020 Financially Feasible land uses.

The Renaissance project anticipates 500 residential units (370 SF and 130 MF). Table 1 shows the trip generation with the Renaissance project plus the existing land uses. Table 3 shows the trip generation of potential of TAZ 640 as provided in the ZDATA tables of the 2020 FSUTMS input data. The trip generation in the PM Peak Hour of TAZ 640 with the proposed Renaissance Comprehensive Plan, change is 45% of the trip generation using the 2020 ZDATA for TAZ 640. In addition, the trip generation of TAZ 640 with the proposed Renaissance Comprehensive Plan change is only 69% of the currently approved Daniels Interchange MPD.

Clearly, the proposed Renaissance Comprehensive Plan change has less of a traffic impact to the surrounding roadway network then either the land uses projected for the 2020 Financially Feasible Plan or the existing Daniels Interchange MPD and no further analysis or FSUTMS modeling will say otherwise.



FLUCCS COMMUNITIES

100	RESIDENTIAL (ABANDONED)	4.51
211	IMPROVED PASTURE	90.00
211H	IMPROVED PASTURE WETLANDS	16.38
411/424	PINE - MELALEUCA WITH SCATTERED SAW PALMETTO	11.95
411/424H*	PINE - MELALEUCA WETLANDS	1.31
411/424/740	PINE - MELALEUCA - DISTURBED	6.04
422/424	B. PEPPER - MELALEUCA	2.63
424H	MELALEUCA WETLANDS	5.08
500	OTHER SURFACE WATER	7.26
621*	CYPRESS	1.56
740	DISTURBED	0.11
740H	DISTURBED WETLANDS	1.96
800	ROADS	4.41
		153.20 AC

*THESE COMMUNTIES ARE CONSIDERED INDIGENOUS

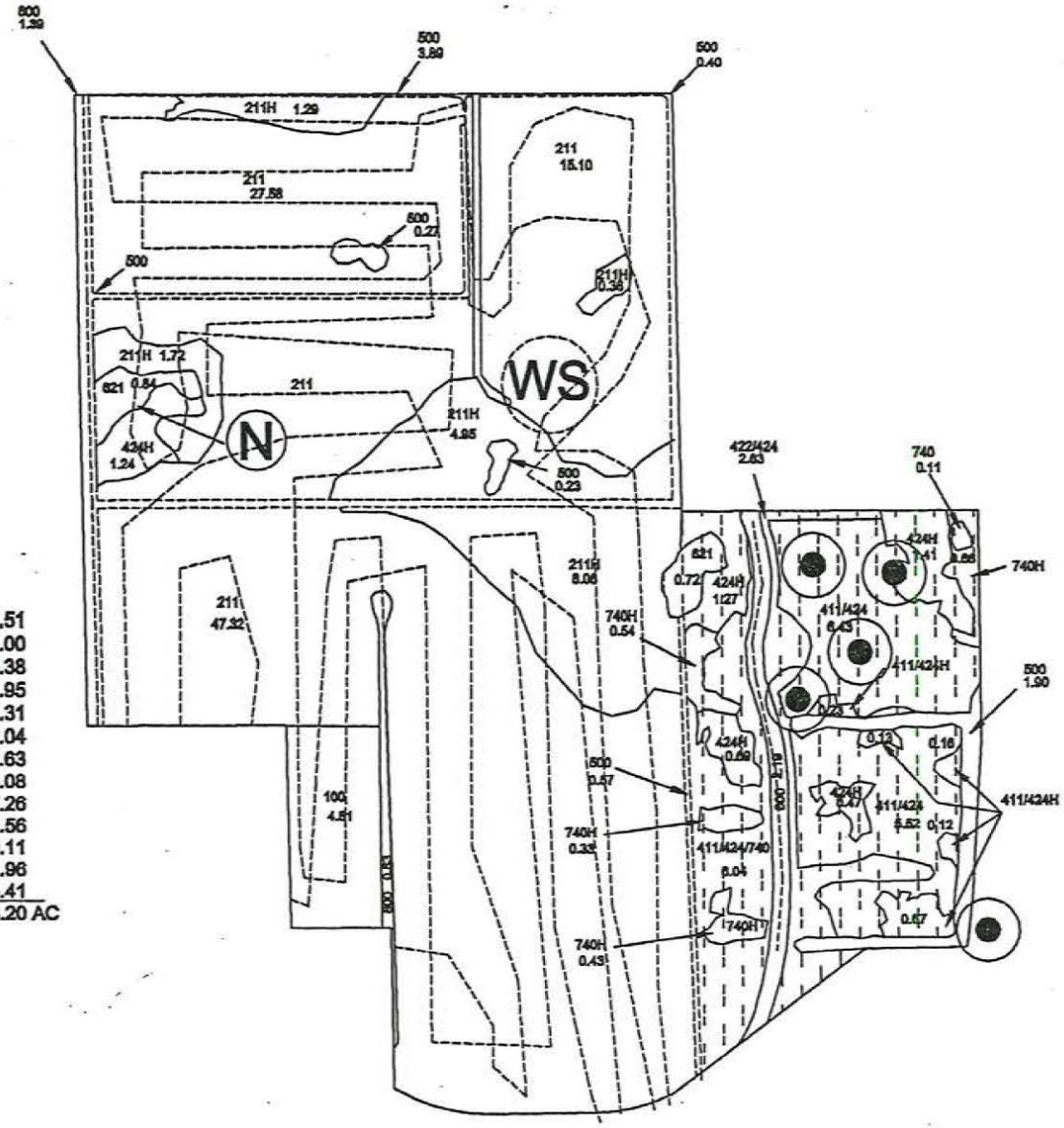
JOB # 20013
SCALE 1"=600'
FILE LEEFLUCCS - 153
DRAWN BY JDK
DATE 3-29-01

RENAISSANCE FUTURE LAND USE AMMENDMENT

FLUCCS MAP

COUNTY LEE
SEC 15 & 22
TWP 45S
RNG 25E
REVISIONS

Boylan Environmental Consultants, Inc.
Wetland & Wildlife Surveys, Environmental Permitting, Impact Assessments
11000 Metro Parkway, Suite 4, Ft. Myers, 33912 (941)418-0671



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800	ROADS	4.41
		153.20 AC

*THESE COMMUNTIES ARE CONSIDERED INDIGENOUS

SPECIES SURVEY TRANSECTS

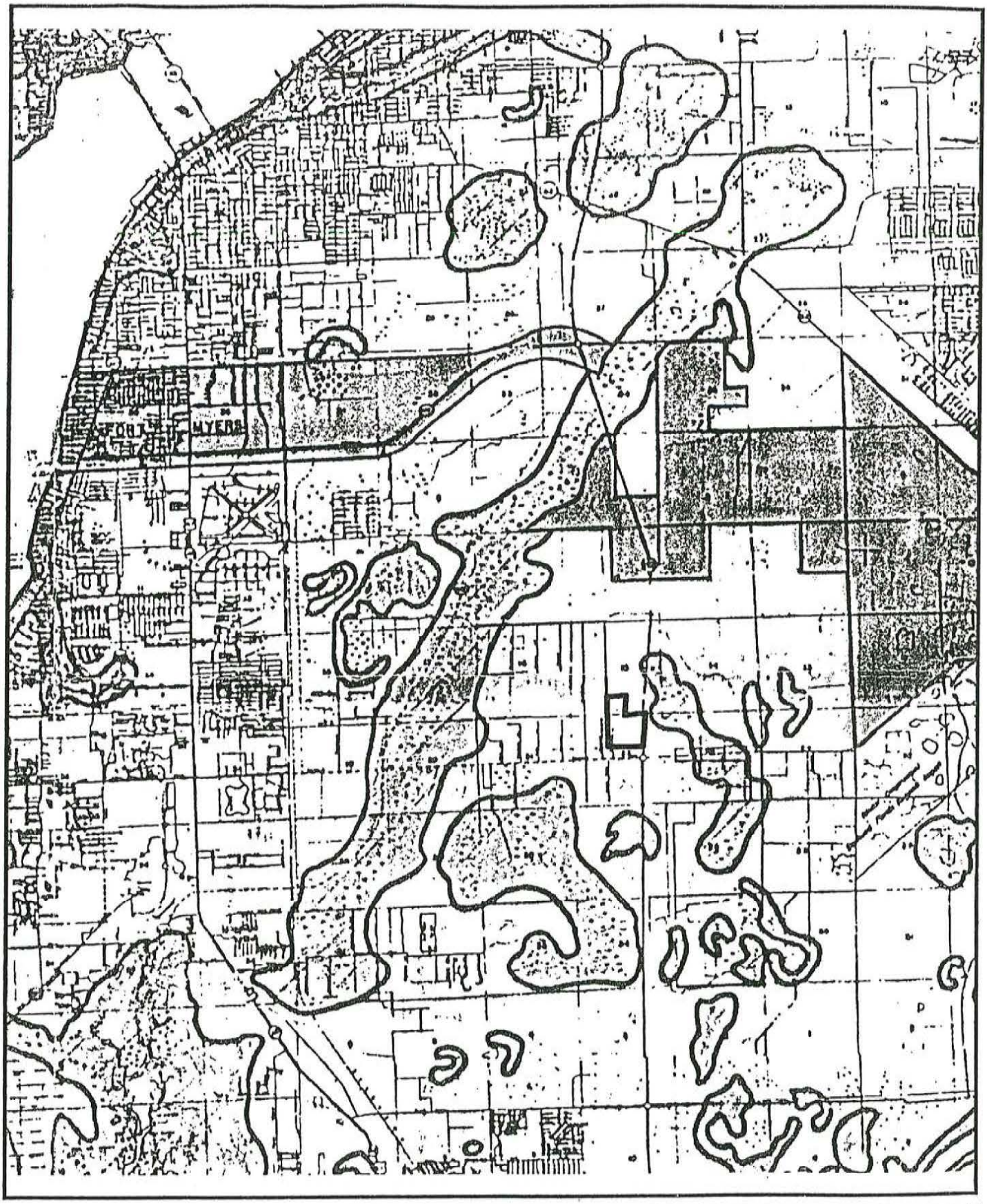
N — POTENTIAL BIG CYPRESS
FOX SQUIRREL NEST, 1

WS — WOOD STORKS FORAGING, 2

ABANDONED WOODPECKER CAVITY TREES (SLASH PINE), 5

JOB# 20013	RENAISSANCE FUTURE LAND USE AMMENDMENT	COUNTY LEE
SCALE 1"=600'	SPECIES SURVEY MAP	SEC 15 & 22
FILE LEEPSS - 153		TWP 45S
DRAWN BY JDK		RNG 25E
DATE 3-29-01		REVISIONS

Boylan Environmental Consultants, Inc.
Wetland & Wildlife Surveys, Environmental Permitting, Impact Assessments
11000 Metro Parkway, Suite 4, Ft. Myers, 33912 (941)418-0671



V&D

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3001 Tamiami Trail North, Suite 206
Naples, Florida 34103
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Renaissance
Archeological Sensitivity Map
Lee Plan Future Land Use Amendment

Sources: Lee County DCD

Date: 03/28/01

Map 3

ATTACHMENT "B-1"

RESPONSE TO PUBLIC FACILITIES IMPACTS

(TRANSPORTATION ELEMENT)

FOR

DANIELS INTERCHANGE MPD LAND USE MAP AMENDMENT

(Project No. 980912)

Prepared By:

SOUTHWEST TRANSPORTATION ENGINEERING, INC.
1342 Colonial Boulevard, Suite 30
Fort Myers, Florida 33907

September, 1998

INTRODUCTION

The Daniels Interchange MPD is located on the northwest quadrant of Daniels Parkway @ Interstate I-75, within Lee County, Florida. The overall project is approximately 155 acres in size and was previously a major component of the 400 +/- acre Danport DRI. That is, the Danport DRI was a joint-venture DRI which consisted of various property owners, and 155 acres of the DRI (now referred to as the Daniels Interchange MPD) had the vast majority of commercial retail, office and hotel uses located within it's boundaries.

Currently, the northern 68 +/- acres of the 155 +/- acre project is designated outlying suburban pursuant to the Lee County Comprehensive Plan, with the balance of the property in the general interchange category. The proposed Plan Amendment is to change the 68 +/- acres to general interchange. For the purpose of responding to the Transportation Element Question, the total project area (i.e. 155+/- acres) and it's anticipated land uses were used in relationship to the Traffic Circulation Element of the Lee County Comprehensive Plan.

As apart of Lee County's Long Range Transportation Needs Plan Program, TAZ 640 of the FSUTMS 2020 Travel Model was assigned to the property located between Palomino Lane and I-75 and contiguous to the north of Daniels Parkway. TAZ 640, which included the Danport DRI, currently reflects the following land uses which are expected to be constructed by the year 2020.

<u>Assigned Land Uses to TAZ 640 of the 2020 Travel Model</u>

Single-Family Dwelling Units	(250 Dwelling Units)
Retail Shopping Center	(92,000 Square Feet)
Professional Office	(835,750 Square Feet)
Hotel	(225 Rooms)

The above described land uses do not reflect the approved land uses of the Danport DRI. In other words, the land uses employed in the 2020 travel model do not reflect what was planned to be constructed within the Danport DRI.

Of the above described land uses, the following land uses were assigned to that portion of the Danport DRI within the limits of TAZ 640.

Land Uses of TAZ 640 which were allocated to the Danport DRI

Retail Shopping Center	(92,000 Square Feet)
Professional Office	(835,750 Square Feet)
Hotel	(225 Rooms)

And of those land uses which were specifically assigned to that portion of the Danport DRI within TAZ 640, the following land uses remain undeveloped.

Currently undeveloped Land Uses of the Danport DRI

Retail Shopping Center	(81,500 Square Feet)
Professional Office	(835,750 Square Feet)
Hotel	(138 Rooms)

As previously mentioned, the Daniels Interchange MPD contained the vast majority of the approved retail, office and hotel uses of the Danport DRI. Based on the land use allocations, it was estimated that 89.2 % of all traffic generated by the DRI would be from the land uses constructed within the boundaries of the 155 acre parcel. The Daniels Interchange MPD is now proposing to modify their land use schedule as follows.

Proposed Land Uses of the Daniels Interchange MPD

Single-Family Residential	(250 Dwelling Units)
Multi-Family Residential	(250 Dwelling Units)
Retail Shopping Center	(100,000 Square Feet)
Professional Office	(100,000 Square Feet)
Warehouse	(300,000 Square Feet)
Hotel	(200 Rooms)

The above described land uses are conceptual. These land uses are subject to change at the time of acquiring zoning approval. At that time, a detailed analysis of the project's traffic impacts will be provided pursuant to the Lee County Traffic Impact Statement Guidelines. The traffic statement will identify any on-site and off-site roadway improvements deemed necessary to accommodate the traffic demands associated with the project.

B. *PUBLIC FACILITIES IMPACTS*

1. *Provide a Traffic Circulation Analysis which includes:*

a. Roadways serving the site (indicate laneage, functional classification and right-of-way width), current LOS, and LOS standard;

The primary east/west arterial serving the site will be Daniels Parkway. This roadway is currently classified by the Lee County Comprehensive Plan as a six lane divided Group "A" Arterial. The road right-of-way within the area of the project is two hundred and fifty feet (250') in width. The level of service standard for Daniels Parkway has been established at LOS "E". Refer to Tables 2 & 3 and Figure 1 for current laneage, functional classification, current LOS and LOS service volumes.

The primary north/south arterial serving the site will be Interstate I-75. This roadway is apart of the Florida Interstate Highway System (FIHS). The level of service standard for I-75 has been established at LOS "C" by the Florida Department of Transportation. Refer to Tables 2 & 3 and Figure 1 for current laneage, functional classification, current LOS and LOS service volumes.

Table 3 and Figure 1 also detail the existing 1998 peak season traffic volumes for all links being analyzed inside the project's area of influence. These traffic volumes were determined based on the historical data contained in the 1989 thru 1997 Lee County Traffic Count Reports.

b. LOS; Standard; Current; and Projected 2020 LOS under existing designation; Projected 2020 LOS under proposed designation (calculate anticipated number of trips and distribution on the roadway network, and identify resulting changes to the projected LOS); Whether the proposed development impacts road links projected to be at or below the LOS Standard;

In order to calculate the future background traffic volumes for the expected project build-out year of 2005, an annual growth rate was determined for all links under study. The compound growth factors used were derived from the information contained in the 1989 thru 1997 Lee County Traffic Count Reports. Refer to Table 3 in the report's appendix.

A comparison of trips generated by the project based on approved land uses versus the proposed land uses was performed. More specifically, the potential traffic demands associated with the currently approved land uses were compared to the potential traffic demands of the proposed land uses. The trip generations were calculated based on the methodology provided by the Trip Generation Manual of the Institute of Transportation Engineers, Sixth Edition. Tables 1A and 1B provide a comparison of the anticipated traffic demands. As shown in Table 1A, the traffic generations associated with the Daniels Interchange MPD was determined to be 89.2 % of the vested traffic of the Danport DRI. That is, the currently approved land uses within the limits of the Daniels Interchange MPD would generate 1,668 vph during the PM peak hour. As shown in Table 1B, the proposed land uses of the project would generate 1,427 vph during the PM peak hour. As such, it can be concluded that the proposed Comp Plan Amendment will significantly reduce the anticipated traffic demands placed upon the surrounding roadways.

Based on the reasoning that the proposed Comp Plan Amendment will result in significantly less traffic demands placed upon the surrounding roadways, no additional analysis is warranted.

c. Anticipate improvements/expansions (including right-of-way acquisition, number of lanes, signalization, turn lanes, and/or re-designation of functional classification) needed as a result of the proposed amendment.

As determined, the proposed Comp Plan Amendment will result in significantly less traffic demands placed upon the surrounding roadways than those currently planned for the area. Therefore, no further analysis is warranted in response to the Transportation Element Question of the Comp Plan Amendment.

However, as the project applies for final development order permits, additional traffic impact analyses will be required pursuant to the Lee County Traffic Impact Statement Guidelines. At that time, site-related improvements, as well as, off-site mitigation requirements will be identified.

d. Planned improvements/expansions in the 5 year CIP, 6-10 year CIP and long range improvements.

There are no planned improvements for Daniels Parkway or Interstate I-75 within the area of the project in the 5 year CIP or 6-10 year CIP.

The extension of Daniels Parkway (from Chamberlin Parkway to State Road 82) is planned to be completed by the year 2001. In addition, the planned extension of Three Oaks Parkway (between Alico Road and Daniels Parkway) will also provide for north/south travel. Three Oaks Parkway extension is programmed to be constructed as a six-lane divided arterial by the year 2020. The initial construction will be a four-lane divided arterial which will be completed by the year 2003.

Lee County's long range plan includes the six-laning of Interstate I-75 with special ingress/egress collector lanes. At this time, FDOT has not established a construction schedule these improvements to I-75.

e. Evaluate consistency of impact on adopted MPO plans and FDOT's 5-year Transportation Plan.

Because the proposed project is not required to mitigate any existing or future background transportation deficiencies, this amendment does not require any roadway improvements and/or the reclassification of existing roadways to support the project. Furthermore, the proposed amendment is consistent with the adopted MPO plans and FDOT's 5-year Transportation Plan.

f. Based on a-e are revisions to the Traffic Circulation and/or Capital Improvements Element necessary/included in the application.

Based on the findings described in a-e, there are no revisions to the Traffic Circulation and/or Capital Improvements Element necessary/included in the application.

TABLE 1A

VESTED 2020 TRAFFIC OF THE DANPORT DRI & DANIELS INTERCHANGE MPD

Assigned Land Uses to TAZ 640 of the 2020 Travel Model

Single-Family Dwelling Units	(250 Dwelling Units)
Retail Shopping Center	(92,000 Square Feet)
Professional Office	(835,750 Square Feet)
Hotel	(225 Rooms)

Land Uses of TAZ 640 which were allocated to the Danport DRI

Retail Shopping Center	(92,000 Square Feet)
Professional Office	(835,750 Square Feet)
Hotel	(225 Rooms)

Currently undeveloped Land Uses of the Danport DRI

Retail Shopping Center	(81,500 Square Feet)
Professional Office	(835,750 Square Feet)
Hotel	(138 Rooms)

Description	Result	Trip Generation Manual
Retail Shopping Center (81,500 s.f.)		(LUC 820)
Daily Trips	5,976 ADT	Ln(T) = 0.643 Ln(X) + 5.866
PM Total:	549 vph	Ln(T) = 0.660 Ln(X) + 3.403
Professional Office (835,750 s.f.)		(LUC 750)
Daily Trips	9,544 ADT	T = 11.42(X)
PM Total:	1,254 vph	T = 1.5(X)
Hotel (138 Rooms)		(LUC 310)
Daily Trips	1,136 ADT	T = 8.23(X)
PM Total	67 vph	Ln(T) = 1.212 Ln(X) - 1.763

Total vested traffic of the undeveloped areas of the Danport DRI

Daily Trips	16,656 ADT
PM Total	1,870 vph

Total vested traffic of the Daniels Interchange M.P.D.
(i.e. 89.2% Danport DRI vested traffic)

Daily Trips	14,857 ADT
PM Total	1,668 vph

TABLE 1B
DANIELS INTERCHANGE M.P.D.
Trip Generation

Single-Family Residential	(250 Dwelling Units)
Multi-Family Residential	(250 Dwelling Units)
Retail Shopping Center	(100,000 Square Feet)
Professional Office	(100,000 Square Feet)
Warehouse	(300,000 Square Feet)
Hotel	(200 Rooms)

Description	Result	Trip Generation Manual
Single Family		(LUC 210)
Daily Trips	2,408 ADT	Ln(T) = 0.920 Ln(X) + 2.707
PM Total:	245 vph	Ln(T) = 0.901 Ln(X) + 0.527
Multi-Family Attached		(LUC 230)
Daily Trips	1,418 ADT	Ln(T) = 0.850 Ln(X) + 2.564
PM Total:	131 vph	Ln(T) = 0.827 Ln(X) + 0.309
Retail Shopping Center		(LUC 820)
Daily Trips	6,817 ADT	Ln(T) = 0.643 Ln(X) + 5.866
PM Total:	628 vph	Ln(T) = 0.650 Ln(X) + 3.403
Professional Office		(LUC 750)
Daily Trips	1,142 ADT	T = 11.42(X)
PM Total:	150 vph	T = 1.5(X)
Warehouse		(LUC 150)
Daily Trips	1,488 ADT	T = 4.96(X)
AM Total:	168 vph	Ln(T) = 0.754 Ln(X) + 0.826
Hotel		(LUC 310)
Daily Trips	1,646 ADT	T = 8.23(X)
PM Total	105 vph	Ln(T) = 1.212 Ln(X) - 1.763

Total Project Traffic

Daily Trips	14,919 ADT
PM Total	1,427 vph

TABLE 2

LEVEL OF SERVICE VOLUMES

ROADWAY	SEGMENT	ROADWAY CLASS	LOS A VOLUME	LOS B VOLUME	LOS C VOLUME	LOS D VOLUME	LOS E VOLUME
Daniels Pkwy	E. of Six Mile Pkwy	6LD AA	4680	4930	5090	5360	5640
	W. of I-75	6LD AA	4680	4930	5090	5360	5640
	E. of Treeline Ave	6LD AA	4680	4930	5090	5360	5640
I-75	S. of Daniels Pkwy	4LD F	3340	3570	4998	6128	6690
	S. of Palm Beach Blvd	4LD F	3340	3570	4998	6128	6690

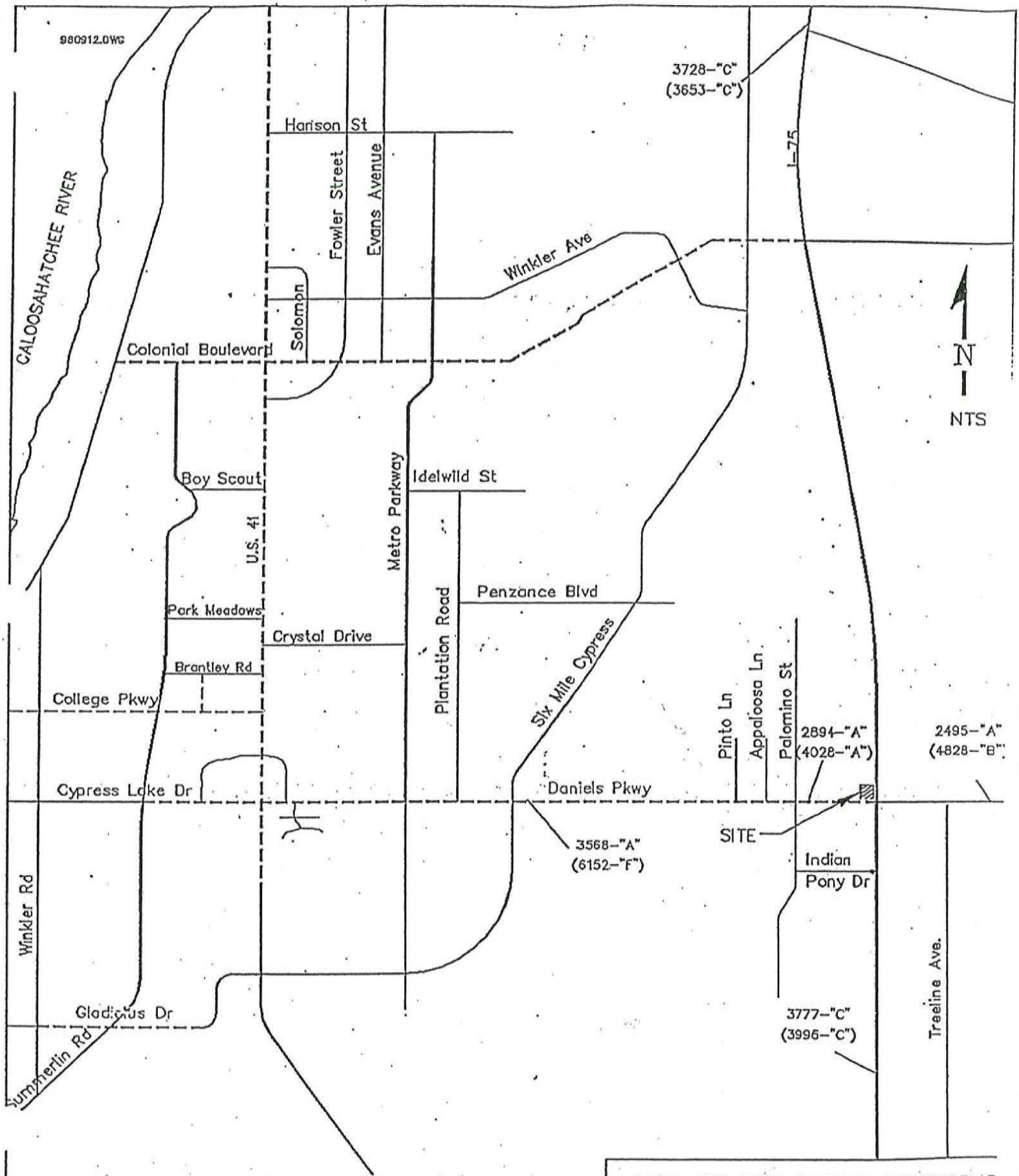
TABLE 3

LEE COUNTY TRAFFIC COUNTS AND CALCULATIONS

FILE: 96COUNTS 7% Truck Adjustment = 0.934

P. C. S.		P. C. S.		P. C. S.	
PCS NO. 1	1.08	PCS NO. 10	1.07	PCS NO. 30	1.13
PCS NO. 2	1.07	PCS NO. 11	1.07	PCS NO. 31	1.13
PCS NO. 3	1.21	PCS NO. 12	1.21	PCS NO. 32	1.24
PCS NO. 4	1.09	PCS NO. 13	1.07	PCS NO. 33	1.33
PCS NO. 5	1.08	PCS NO. 14	1.00	PCS NO. 34	1.07

ROADWAY	SEGMENT	PCS	BASE YR ADT	1997 ADT	YRS OF GROWTH	ANNUAL RATE	1998 PK HR PK SEASON	2005 PK HR PK SEASON
Daniels Pkwy	E. of Six Mile Pkwy	31	26500	39100	5	8.09%	3568	6152
	W. of I-75	31	23500	32700	7	4.83%	2894	4028
	E. of Treeline Ave	32	16600	24500	4	9.89%	2495	4828
I-75	S. of Daniels Pkwy	4	44900	46000	3	0.81%	3777	3996
	S. of Palm Beach Blvd	4	46300	45900	3	-0.29%	3728	3653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3728-"C"
(3653-"C")
Harlson St
Fowler Street
Evans Avenue
I-75
CALOOSAHATCHEE RIVER
Winkler Ave
Solomon
Colonial Boulevard
N
NTS
Boy Scout
Idelwild St
U.S. 41
Metro Parkway
Plantation Road
Penzance Blvd
Park Meadows
Crystal Drive
Brantley Rd
College Pkwy
Six Mile Cypress
Pinto Ln
Appaloosa Ln
Palomino St
2894-"A"
(4028-"A")
2495-"A"
(4828-"B")
Cypress Lake Dr
Daniels Pkwy
SITE
3568-"A"
(6152-"F")
Indian
Pony Dr
Winkler Rd
Gladiolus Dr
Summerlin Rd
3777-"C"
(3996-"C")
Treeline Ave.
LEGEND
000-"C" 1998 PEAK SEASON PEAK HR./LEVEL OF SERVICE
(000-"C") 2005 TRAFFIC CONDITIONS/LEVEL OF SERVICE
1998 AND 2005 TRAFFIC CONDITIONS
DANIELS INTERCHANGE MPD
LAND USE MAP AMENDMENT
980912

THE ZDATA1 COMPARISON OF 1990, 2010, AND 2020

TAZ	1990 SF DU	2010 SF DU	2020 SF DU	1990 MF DU	2010 MF DU	2020 MF DU	1990 HOTEL/MOTEL UNITS	2010 HOTEL/MOTEL UNITS	2020 HOTEL/MOTEL UNITS
618	0	0	0	0	0	0	0	0	0
619	118	9	9	1127	1313	1318	0	0	0
620	316	431	435	226	312	333	0	0	0
621	28	537	625	7	133	175	0	0	0
622	201	368	368	337	450	466	0	0	0
623	0	0	0	0	0	0	0	0	0
624	0	0	0	0	0	0	0	0	0
625	1	0	0	19	32	32	146	146	146
626	32	2449	3485	0	368	3277	0	0	0
627	27	2	2	274	341	370	12	12	12
628	684	758	758	53	0	0	0	125	125
629	132	130	132	152	194	204	23	23	104
630	208	230	235	96	115	123	0	0	0
631	206	229	229	17	0	0	224	224	224
632	5	152	257	0	36	64	0	0	0
633	195	213	218	447	558	604	0	0	0
634	155	236	245	12	0	0	0	0	0
635	132	78	79	784	925	987	153	153	153
636	29	14	13	3	2	1	0	0	0
637	15	145	163	5	329	382	0	0	0
638	281	626	683	727	1795	1818	0	0	0
639	4	0	0	201	251	263	0	0	0
640	15	198	227	1	22	22	0	225	225
641	1	12	32	0	1	5	0	0	0
642	0	0	0	0	0	0	0	0	0
643	13	30	63	6	26	85	0	0	0
644	12	102	165	2	28	50	0	0	0
645	4	23	57	0	12	50	0	0	0
646	500	560	569	118	132	147	0	0	0
647	41	563	637	68	370	420	0	0	0
648	252	280	285	43	71	81	0	0	0
649	25	262	303	1	55	73	0	0	0
650	771	1261	1327	372	882	970	0	0	0
651	119	1031	1160	13	253	293	0	0	0
652	396	434	442	7	0	0	0	0	0
653	15	0	0	3	0	0	0	0	0
654	240	238	238	453	477	477	0	0	0
655	104	175	184	6	0	0	0	0	0

DATA COMPARISON OF 1990, 2010, AND 2020

	2 1 Industria	20 Industria	9 0 ommercial	20 Commercial	20 ommercia	19 Service	20 Service	20_0 Sérvice	990 Total Employme	010 Total Employm	2020 Total Employment	990 Schoo Enrollment	2010 School Enrollment	020 Schoo Enrollment
622	12	14	97	88	90	131	144	143	230	244	247	0	0	0
623	10	12	395	442	468	52	221	257	447	673	737	0	0	0
624	49	44	67	414	487	48	494	591	208	957	1122	0	0	0
625	0	0	0	440	530	0	321	392	0	761	922	0	0	0
626	13	12	82	52	49	67	359	421	174	424	482	0	0	0
627	8	8	82	61	60	8	26	29	95	95	97	0	0	0
628	19	19	195	166	168	84	102	104	298	287	291	0	0	0
629	60	60	73	121	132	173	172	168	318	353	360	0	0	0
630	1432	1702	0	489	720	62	398	476	62	2319	2898	0	1000	1000
631	5	5	27	24	25	9	20	22	38	49	52	0	0	0
632	30	26	11	7	7	12	10	9	79	47	42	0	0	0
633	11	11	58	49	50	12	34	37	78	94	98	0	0	0
634	0	0	0	0	0	0	0	0	0	0	0	0	0	0
635	26	23	280	252	259	76	137	148	405	415	430	0	0	0
636	0	0	0	10	11	0	16	20	0	26	31	0	0	0
637	3	3	0	0	0	0	0	0	4	3	3	0	0	0
638	4	4	0	0	0	0	0	0	1	4	4	0	0	0
639	10	12	208	174	175	22	53	58	232	237	245	0	0	0
640	0	0	0	0	0	0	0	0	0	0	0	0	0	0
641	0	0	0	0	0	0	0	0	0	0	0	0	0	0
642	19	17	0	239	303	7	228	299	40	486	619	0	1100	1220
643	15	13	543	455	461	132	579	675	703	1049	1149	0	0	0
644	0	0	0	181	230	0	1820	2407	0	2001	2637	0	0	0
645	0	0	0	0	0	0	0	0	0	0	0	0	0	0
646	153	182	82	69	70	91	131	137	173	353	389	0	0	0
647	0	0	0	0	0	0	0	0	0	0	0	0	0	0
648	0	0	11	85	94	0	0	0	11	85	94	0	0	0
649	0	0	0	0	0	0	0	0	0	0	0	0	0	0
650	13	13	4	4	4	1	13	16	20	30	33	0	0	0
651	14	17	1	36	43	0	103	120	1	153	180	0	0	0
652	0	0	0	0	0	0	3	3	0	3	3	0	0	0
653	477	450	345	434	467	190	470	527	1269	1381	1444	0	0	0
654	9	8	9	11	11	30	223	253	51	243	272	0	2000	2000
655	13	13	0	50	60	1	18	21	16	81	94	0	0	0
656	3	3	0	0	0	0	0	0	0	3	3	0	0	0
657	13	11	426	321	318	282	370	382	732	704	711	0	0	0
658	66	59	678	649	672	205	256	261	1008	971	992	0	0	0
659	0	0	0	0	0	4	5	6	4	5	6	0	0	0
660	1	1	48	200	233	4	394	480	53	595	714	0	0	0
661	0	0	0	8	9	0	2	3	0	10	12	0	0	0
662	10	9	189	1451	1715	723	780	773	931	2241	2497	318	318	418
663	0	0	0	120	145	0	0	0	0	120	145	0	0	0
664	80	94	35	260	307	89	160	173	136	500	574	0	0	0
665	8	8	0	0	0	1	6	7	10	14	15	0	0	0
666	19	17	1134	1427	1535	709	1184	1269	1879	2630	2821	0	0	0
667	95	113	0	55	65	11	743	860	19	893	1038	0	0	0
668	18	18	63	712	847	69	525	624	149	1255	1489	0	0	0
669	1	1	439	726	802	286	273	262	726	1000	1065	0	0	0
670	138	164	0	98	145	0	26	32	0	262	341	0	0	0
671	0	0	0	0	0	0	0	0	0	0	0	0	0	0
672	17	19	0	35	41	12	68	77	18	120	137	0	0	0
673	67	80	0	168	199	1	292	339	1	527	618	0	0	0
674	0	0	0	0	0	0	0	0	0	0	0	0	0	0
675	0	0	0	58	64	0	16	20	0	74	84	0	0	0
676	0	0	0	0	0	0	0	0	0	0	0	0	0	0
677	0	0	0	22	24	0	18	22	0	40	46	0	0	0
678	0	0	0	22	25	0	7	8	0	29	33	0	0	0
679	508	604	0	355	522	0	1640	2031	0	2503	3157	0	0	0
680	7	9	0	0	0	1809	1991	1981	1809	1998	1990	0	0	0
681	25	29	286	293	306	451	802	819	746	1120	1154	2314	2614	2614
682	0	0	0	0	0	0	0	1	0	0	1	0	0	0
683	0	0	51	40	40	848	1398	1455	899	1438	1495	0	0	0
684	74	66	0	165	199	0	549	671	140	788	936	0	0	0
685	121	140	14	2776	3336	322	2348	2787	362	5245	6263	0	0	0
686	25	22	14	50	58	512	2102	2440	573	2177	2520	0	0	0
687	42	51	28	618	777	27	304	393	55	964	1221	0	1500	1500
688	0	0	0	13	15	0	4	5	0	17	20	0	0	0
689	6	7	1174	1308	1385	281	2467	2943	1457	3781	4335	0	2400	2400
690	608	636	621	913	999	253	1149	1340	1413	2670	2975	0	0	0
691	0	0	0	38	42	0	11	14	0	49	56	0	0	0
692	1	1	32	23	23	48	173	202	81	197	226	0	1500	1625
693	0	0	0	42	47	0	12	15	0	54	62	0	0	0
694	0	0	530	541	573	0	389	515	530	930	1088	0	0	0
695	0	0	0	47	53	0	13	16	0	60	69	0	0	0
696	0	0	0	0	0	0	0	0	0	0	0	0	0	0
697	2	2	0	0	0	0	28	34	4	30	36	0	0	0

TYPICAL EMPLOYMENT CONVERSION FACTORS

(October, 1991)

Land Use	Employees/ 1,000 Sq. Ft.[1]	Source[2]
Industrial		
Industrial	1.89	DCA
General Light Industrial	2.16	ITE, p. 82
Industrial Park	2.00	ITE, p. 125
Warehousing	1.28	ITE, p. 183
Office		
General Office, Below 100,000	3.39 4.80	ITE, p. 940 DCA
General Office, 100,000-200,000	3.84 4.40	ITE, p. 940 DCA
General Office, 201,000-500,000	3.22 3.50	ITE, p. 940 DCA
General Office, Above 500,000	2.88 3.50	ITE, p. 940 DCA
General Office, Average	3.29 4.00	ITE, p. 940 DCA
Medical-Dental Office Building	4.83	ITE, p. 975
Office Park	3.59	ITE, p. 1036
Research and Development Center	2.47	ITE, p. 1058
Retail/Commercial		
Retail/Commercial	2.50	DCA

Land Use	Employees/ 1,000 Sq. Ft.[1]	Source[2]
* Specialty Retail Center	1.82	ITE, p. 1126
Discount Store	1.53	ITE, p. 1135
Quality Restaurant	7.46	ITE, p. 1248
High-Turnover Restaurant	9.92	ITE, p. 1267
Fast-Food Restaurant (with Drive-Thru)	10.90	ITE, p. 1305
Walk-In Bank	2.10 (Estimate)	ITE, p. 1468
Drive-In Bank	3.82 (Estimate)	ITE, p. 1487
Hotel/Motel		
Hotel	0.90/room	ITE, p. 518
Business Hotel	0.80/room	ITE, p. 539
Motel	0.44/room	ITE, p. 549
* Resort Hotel	0.60/room	ITE, p. 568

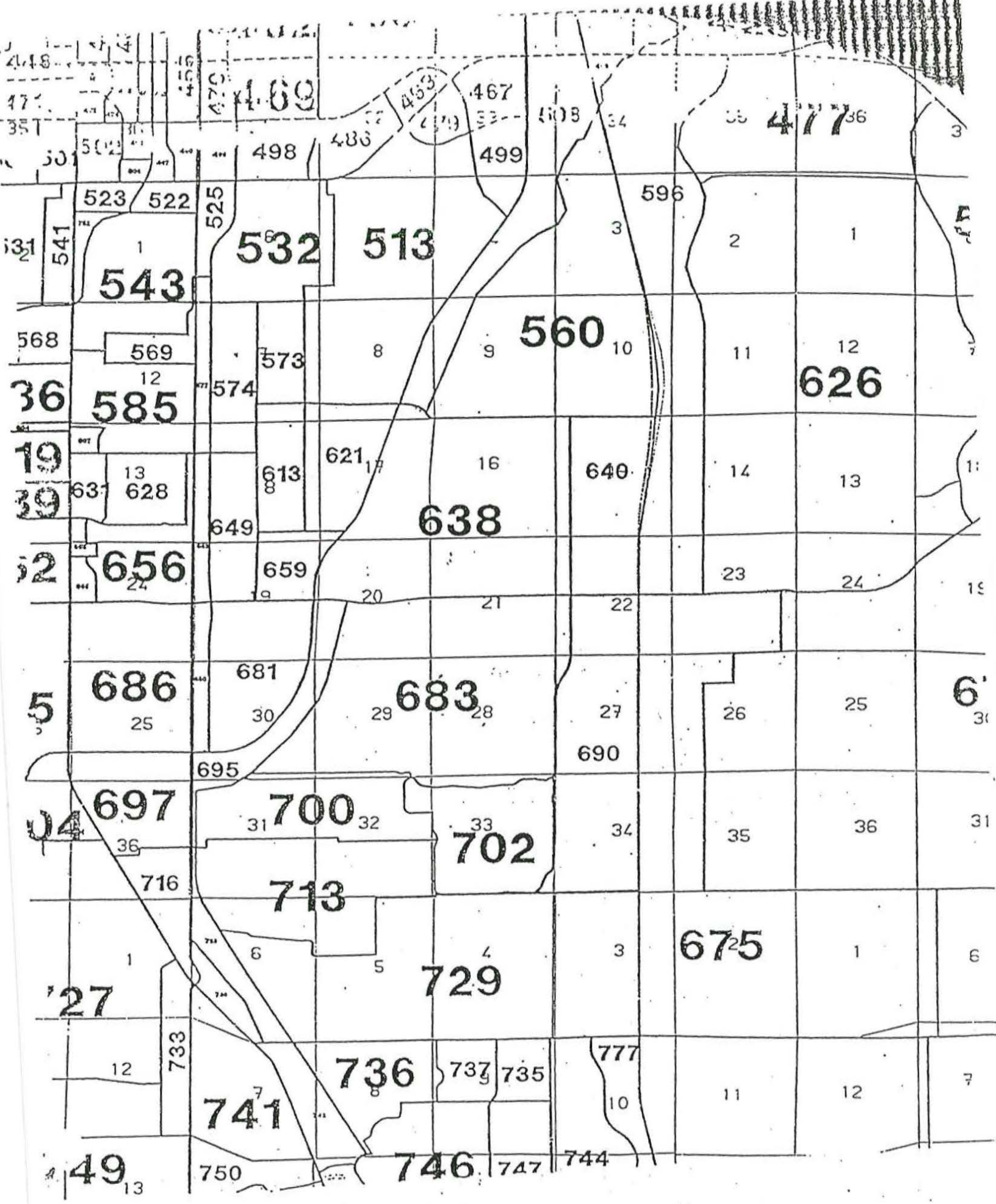
Footnotes:

1) Employees per 1,000 square feet Gross Floor Area (GFA), except as otherwise noted.

2) SOURCE: ITE - Institute of Transportation Engineers. Trip Generation, Fifth Edition.

ITE4 - Institute of Transportation Engineers. Trip Generation, Fourth Edition.

DCA - Florida Department of Community Affairs. Draft report titled Housi Demand, Supply and Need Methodology (April 24, 1991), Appendix A.



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2465 Highland Ave.
Ft. Myers Fl. 33916

Florida Recycling Services, Inc.

September 12, 2000

Dear Mr. Hutchcraft

This letter concerns the 150-acre parcel at the northwest quadrant of the intersection of I- 75 and Daniels Parkway. Effective 10-01-2000 this area will be serviced by Florida Recycling Services for solid waste collection. FRS sends combustible wastes to the County's Waste to Energy Facility and non- combustible waste to the Gulf Coast Land fill. There will be no impact on FRS and we will be able and have the ability to provide the service that will be needed. If you have any questions please fill free to call me at 407-332-8500.

Sincerely,

Rodgers Wilkinson

Rodgers Wilkinson
Area Manager.

Recycle to benefit the enviroment

B.3

THE SCHOOL DISTRICT OF LEE COUNTY

2055 CENTRAL AVENUE • FORT MYERS, FLORIDA 33901-3988 • (941) 334-1102 • FAX (941) 337-8378

PATRICIA ANN RILEY
CHAIRMAN • DISTRICT 3

KATHERINE BOREN
VICE CHAIRMAN • DISTRICT 4

TERRI K. WAMPLER
DISTRICT 1

LANNY MOORE, SR.
DISTRICT 2

LISA POCKRUS
DISTRICT 5

BRUCE HARTER, PH.D.
SUPERINTENDENT

KEITH B. MARTIN
BOARD ATTORNEY

September 7, 2000

Mr. Mitch Hutchcraft, AICP
Executive Vice President
Vanasse & Daylor, LLP
12730 New Brittany Boulevard, Suite 600
Fort Myers, FL 33907

Re: Request for Determination of Adequacy
Proposed Lee Plan Amendment, Daniels Interchange

Dear Mr. Hutchcraft:

This letter is in response to your request for a determination of adequacy from the Lee County School District on a plan amendment submitted to Lee County. The existing property could contain up to 500 residential dwelling units. This would generate approximately 155 public school students, based on an estimated student generation rate of .31 per dwelling unit for South Lee County, creating a need for up to 7 new classrooms in the District. According to the FY 00-01 District budget, expenditures per Full Time Equivalent (FTE) student are $5,907.00, creating a financial impact of up to $915,585.00 to the District.

The proposed amendment would decrease the units by 26 for a total of 474 residential dwelling units, generating approximately 147 public school students, the need for six additional classrooms in the District, and a financial impact of up to $868,329.00. Thus, the proposed plan amendment would reduce the potential impact by 8 students and one classroom in comparison with the existing land use category now assigned the property. The net difference would lower the potential financial impact to the District by $47,256.00 but would nevertheless create impacts to the District and its resources.

If you have any further questions or comments, please give me a call.

Sincerely,

Stephanie Keyes

Stephanie Keyes, Facilities Planner
Facilities Management and Capital Projects

cc: Frederick Gutknecht, Director, Facilities Management and Capital Projects

Daniels9-7-00.doc

SOUTH TRAIL
FIRE PROTECTION & RESCUE
SERVICE DISTRICT

Emergency 911

5531 Halifax Avenue
Fort Myers, Florida 33912

Business 433-0080
FAX 433-1941

Prevention 482-8030
FAX 433-2185

September 6, 2000

Mitch Hutchcraft, RLA, AICP
Vanasse & Daylor, LLP
12730 New Brittany Blvd., Suite 600
Fort Myers, FL 33907

Re: Comprehensive Plan Amendment, Daniels Interchange

Dear Mr. Hutchcraft:

This is in response to your September 6th letter requesting our District's input into the proposed comprehensive plan amendment for the northwest quadrant of the I-75/Daniels Parkway interchange. From your correspondence, you have indicated a less intensive land use with fewer residential units, minimal commercial use and no industrial use.

Based upon the information provided there should be no additional impact upon our resources other than that which is contemplated through the capital development mitigation required by the Lee County Fire/EMS Impact Fee Ordinance. As you are aware, the site is currently served by a fire substation, (with ALS service), located directed across the street on Daniels Parkway. The South Trail Fire District is also in the process of planning for construction, a new substation, to be built approximately three miles East of your project within the Gateway community.

Should you have any questions with regards to this response, please do not hesitate to contact my office.

Respectfully,

Clifford H. Paxson

Clifford H. Paxson
Chief

B.3

LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: 335-1604

John E. Manning
District One

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing Examiner

September 12, 2000

Mitch Hutchcraft, ASLA, AICP
Vanasse & Daylor, LLP
8270 College Parkway, Suite 205
Fort Myers, Florida 33919

Re: **Comprehensive Plan Amendment for Daniels Interchange**

Dear Mr. Hutchcraft:

Thank you for sending me information regarding the Comprehensive Plan Amendment for Daniels Interchange. When completed, Lee County EMS will provide emergency care to the residents and visitors of this area.

If the amendment is successful, the proposed build out population of 500 residential units, with two residence per dwelling based on the factor of 126 calls per 1,000 population, the estimated annual EMS impact is 126 calls. The impact of this amendment would not affect the levels of service provided by Lee County Emergency Medical Service.

If you would like to discuss this further, please call me at the above referenced number.

Respectfully submitted,

DIVISION OF PUBLIC SAFETY

H.C. "Chris" Hansen
EMS Program Manager

Office of the Sheriff
Rodney Shoap

County of Lee
State of Florida

May 22, 2001

Vanasse & Daylor, LLP
Daniel DeLisi
12730 New Brittany Boulevard Suite 600
Fort Myers, Florida 33907

RE: Renaissance Comp. Amendment
V&D Project # 80306

Dear Mr. DeLisi:

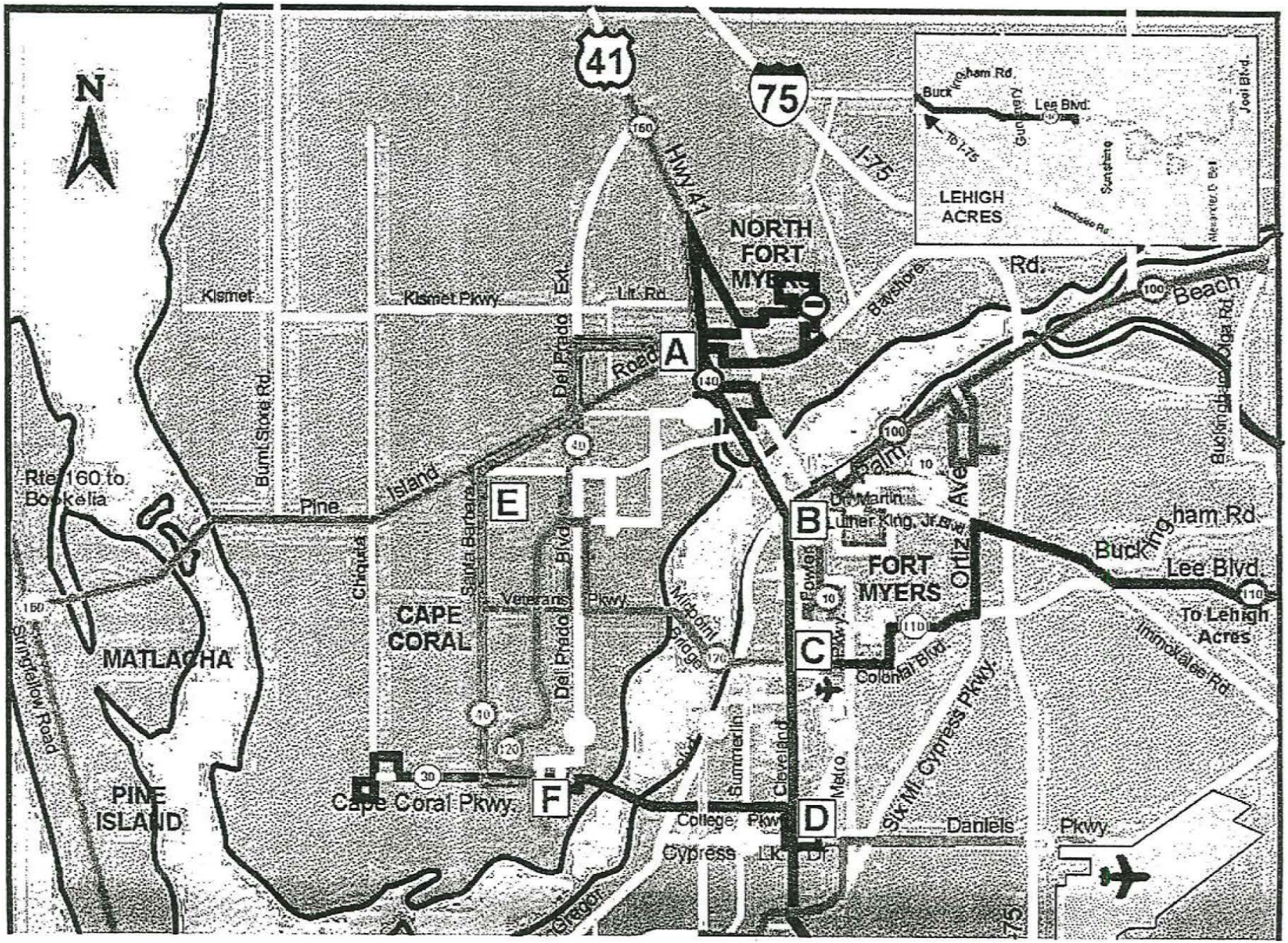
Due to severe budget constraints coupled with the growth of the county, my office operates at full capacity. It is policy of the Lee County Sheriff's Office to support community growth and we will do everything possible to accommodate the law enforcement needs.

We anticipate that we will receive the reasonable and necessary funding to support growth in demand. We therefore believe that the Lee County Sheriff's Office will be able to serve your project as it builds out.

Sincerely,

Captain Daniel Johnson
Planning and Research

Copy: Paul O'Connor Director-Division of Planning
Lee County
File


N
41
75
I-75
Hwy 41
NORTH FORT MYERS
LEHIGH ACRES
Buckingham Rd.
Lee Blvd.
To I-75
Sunshine
Joel Blvd.
Kismet
Kismet Pkwy
Lit. Rd.
Del Prado Ext.
Road
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Burnt Store Rd.
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Pine
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E
Santa Barbara
Chiquita
Veterans Pkwy.
Del Prado Blvd.
CAPE CORAL
MATLACHA
Stringfellow Road
PINE ISLAND
Cape Coral Pkwy.
F
Midpoint Bridge
Summerlin
Cleveland
Metro
College Pkwy
Cypress Lk. Dr.
Gregor
Palm
Dr. Martin Luther King, Jr. Blvd.
B
Ortiz Ave.
FORT MYERS
Power
C
Colonial Blvd.
Six Mi. Cypress Pkwy.
D
Daniels Pkwy.
Buckingham Rd.
Lee Blvd.
To Lehigh Acres
Immokalee Rd.
160
140
100
40
10
110
120
30

VANASSE & DAYLOR, LLP

Planners • Landscape Architects • Civil Engineers • Environmental Scientists

V&D

FL Lic #366

RENAISSANCE SOUTH:

FUTURE LAND USE

MAP

CPA2000-00003

AMENDMENT

RECEIVED
SEP 05 2001
ZONING COUNTER

PROJECT # 80306

12730 New Brittany Boulevard, Suite 600, Fort Myers, Florida 33907 • Website: www.vanday.com
Telephone: 941-437-4601 • Fax: 941-437-4636 • Email: admin@vanday.com

VANASSE & DAYLOR, LLP

Planners • Landscape Architects • Civil Engineers • Environmental Scientists

V&D

FL Lic #366

September 29, 2000

Mr. Matt Noble, Senior Planner
Lee County Department of Community Development
1500 Monroe Street
Fort Myers, Florida 33901

Re: Renaissance South
Future Land Use Map Amendment

Dear Matt:

On behalf of Worthington Holdings, I am pleased to submit this Future Land Use Map Amendment request to revert the area known as Daniels Interchange MPD from Mixed Use Interchange to Outlying Suburban. This amendment represents a significant reduction in the approved intensity of this property.

The purpose for the amendment is to allow for a master planned community that will ultimately include approximately 500 acres. Further, the amendment will allow for the property owner to more comprehensively address water management, access, preservation and connection with the Daniels Parkway commercial area.

Attached to this FLUM Amendment application is a detailed evaluation of the resulting reduction of impacts on water, sewer, fire, police and transportation facilities. Further, the documentation clearly details how the proposed amendment is consistent with the Lee Plan.

If you have any questions, or would like to review this amendment with the applicants, please do not hesitate to contact me. Should you need any additional information, graphics or justification, I will be happy to promptly provide you with whatever you need.

In advance, thank you for your attention to this matter.

Sincerely,
Vanasse & Daylor, LLP

Mitchel A. Hutchcraft, ASLA, AICP
Executive Vice President

Cc: Scott Connell, Worthington Communities
Mark McCleary, Community Engineering Services
Russell Schropp, Hederson Franklin Starnes and Holt, P.A.

12730 New Brittany Boulevard, Suite 600, Fort Myers, Florida 33907 • Website: www.vanday.com
Telephone: 941-437-4601 • Fax: 941-437-4636 • Email: admin@vanday.com

LEE COUNTY
SOUTHWEST FLORIDA

Lee County Board of County Commissioners
Department of Community Development
Division of Planning
Post Office Box 398
Fort Myers, FL 33902-0398
Telephone: (941) 479-8585
FAX: (941) 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: _____

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.

9.27.00 _____
DATE SIGNATURE OF OWNER OR AUTHORIZED REPRESENTATIVE

I. APPLICANT/AGENT/OWNER INFORMATION

WORTHINGTON HOLDINGS
APPLICANT

14291 METRO PARKWAY, BLDG. 1300
ADDRESS

FT. MYERS FL 33912
CITY STATE ZIP

(941) 561-4666 (741) 561-4676
TELEPHONE NUMBER FAX NUMBER

MITCHEL A. HUTCHCRAFT, ASLA, AICP
AGENT*

12730 NEW BRITTANY BLVD., STE 600
ADDRESS

FT. MYERS FL 33907
CITY STATE ZIP

(941) 437.4601 (941) 437.4636
TELEPHONE NUMBER FAX NUMBER

WORTHINGTON HOLDINGS
OWNER(s) OF RECORD

SAME AS ABOVE
ADDRESS

CITY STATE ZIP

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.

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 19)
List Number(s) of Map(s) to be amended
MAP 1

B. SUMMARY OF REQUEST (Brief explanation):
CONVERT 153 ACRES OF MIXED USE INTERCHANGE AND +/- 5 ACRES OF GENERAL INTERCHANGE TO OUTLYING SUBURBAN. THE RESULT WILL BE A REDUCTION IN INTENSITY BY CONVERTING THESE COMMERCIAL AREAS TO RESIDENTIAL.

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

A. Property Location:

1. Site Address: 13050 DANPORT BLVD.
2. STRAP(s): SEE ATTACHED LIST

B. Property Information

Total Acreage of Property: 158 ACRES +/-

Total Acreage included in Request: 158 ACRES +/-

Area of each Existing Future Land Use Category:

Total Uplands: 131.71

Total Wetlands: 26.29

Current Zoning: MPD, AG-2 AND CPD

Current Future Land Use Designation: MIXED USE INTERCHANGE
GENERAL INTERCHANGE

LETTER OF AUTHORIZATION

TO LEE COUNTY COMMUNITY DEVELOPMENT

The undersigned do hereby swear or affirm that they are the fee simple title holders and owners of record of property commonly known as Renaissance *and legally described in exhibit A attached hereto.*

The property described herein is the subject of an application for zoning or development. We hereby designate Mitchell Hutchcraft *as the legal representative of the property and as such, this individual is authorized to legally bind all owners of the property in the course of seeking the necessary approvals to develop. This authority includes but is not limited to the hiring and authorizing of agents to assist in the preparation of applications, plans, surveys, and studies necessary to obtain zoning and development approval on the site. This representative will remain the only entity to authorize development activity on the property until such time as a new or amended authorization is delivered to Lee County.*

Scott Connell
Owner (signature)*

Scott Connell V.P.
Printed Name
Worthington Holdings LLC

Owner (signature)*

Printed Name

Owner (signature)*

Printed Name

Owner (signature)*

Printed Name

STATE OF FLORIDA
COUNTY OF LEE

Sworn to (or affirmed) and subscribed before me this 23 day of August, 2000, by Scott Connell, who is personally known to me or who has produced _____ as identification.

WENDY L. LOFGREN
MY COMMISSION # CC 774303
EXPIRES: October 2, 2002
Bonded Thru Notary Public Underwriters

Wendy L. Lofgren
Notary Public

Wendy L. Lofgren
(Name typed, printed or stamped)

*If more than one owner then all owners must sign. See explanation on back.

ZDS0103 Rev.04
3/01/97

Lee County Property Appraiser

Real Property Database Listing

31 Rows Returned in the Search

STRAP (Parcel) No.	Site Address	Owner Name
15-45-25-00-00001.0110	12751 MORGAN HILL RD Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD
15-45-25-00-00001.0270	12750 MORGAN HILL RD Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD
15-45-25-00-00001.0300	12930 MORGAN HILL RD Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD
22-45-25-00-00002.1270	13001 MUSTANG LN Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD
22-45-25-01-0000A.0030	13310 DANPORT BLVD Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD
22-45-25-01-0000A.0040	13280 DANPORT BLVD Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD
22-45-25-01-0000A.0050	13250 DANPORT BLVD Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD
22-45-25-01-0000A.0060	13220 DANPORT BLVD Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD
22-45-25-01-0000A.0070	13190 DANPORT BLVD Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD
22-45-25-01-0000A.0080	13160 DANPORT BLVD Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD
22-45-25-01-0000B.006A	0 RESERVED Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD
22-45-25-00-00001.0260	13061 PALOMINO LN Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD
22-45-25-00-00002.1000	13397 MUSTANG LN Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD
22-45-25-00-00002.1010	13060 MUSTANG LN Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD
22-45-25-00-00002.102A	13371 Mustang Ln Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD
22-45-25-00-00002.1080	13050 DANPORT BLVD Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD
22-45-25-00-00002.1150	13200 DANPORT BLVD Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD

22-45-25-00-00002.1160	13330 MUSTANG LN Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD
22-45-25-00-00002.116A	13180 MUSTANG LN Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD
22-45-25-00-00002.1180	13160 MUSTANG LN Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD
22-45-25-00-00002.118A	13130 MUSTANG LN Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD
22-45-25-00-00002.1260	13301 DANPORT BLVD Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD
22-45-25-01-0000A.0090	13130 DANPORT BLVD Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD
22-45-25-01-0000A.0100	13070 DANPORT BLVD Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD
22-45-25-01-0000B.0030	13201 DANPORT BLVD Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD
22-45-25-01-0000B.0040	13151 DANPORT BLVD Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD
22-45-25-01-0000B.0050	13091 DANPORT BLVD Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD
22-45-25-01-0000B.0060	13031 DANPORT BLVD Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD
15-45-25-00-00001.0160	12951 MORGAN HILL RD Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD
15-45-25-00-00001.0180	12901 MORGAN HILL RD Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD
22-45-25-00-00002.1020	13231 DANPORT BLVD Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD%

[New List][Subscription Services Page][Lee PA Home]

Existing Land Use: VACANT, SCATTERED RESIDENTIAL

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:

CONVERT TO OUTLYING SUBURBAN

E. Potential development of the subject property:

1. Calculation of maximum allowable development under existing FLUM:

Residential Units/Density: 500 RESIDENTIAL UNITS

Commercial intensity: 275,000 SQUARE FEET

Industrial intensity: 300,000 SQUARE FEET

2. Calculation of maximum allowable development under proposed FLUM:

Residential Units/Density: 474 RESIDENTIAL UNITS

Commercial intensity: MINIMAL

Industrial intensity: N/A

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.

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.

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.

4. Map and describe existing zoning of the subject property and surrounding properties.

5. The legal description(s) for the property subject to the requested change.

6. A copy of the deed(s) for the property subject to the requested change.

7. An aerial map showing the subject property and surrounding properties.

8. If applicant is not the owner, a letter from the owner of the property authorizing the applicant to represent the owner.

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.

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.

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

   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.

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).

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.

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.

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.

3. Describe how the proposal affects adjacent local governments and their comprehensive plans.

4. List State Policy Plan and Regional Policy Plan goals and policies which are relevant to this plan amendment.

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.

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.

3. Requests involving lands in critical areas for future water supply must be evaluated based on policy 2.4.2.

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

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	$500.00 each
Map Amendment > 20 Acres	$500.00 and $20.00 per 10 acres up to a maximum of $2,255.00
Text Amendment Flat Fee	$1,250.00 each

AFFIDAVIT

I, Mitchel A. Hutchcraft, 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 for the purpose of investigating and evaluating the request made through this application.

Signature of owner or owner-authorized agent

9.27.2000
Date

Mitchel A. Hutchcraft
Typed or printed name

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was certified and subscribed before me this 27th day of Sept. ~~19~~ 2000 by Mitchel A. Hutchcraft, who is personally known to me ~~or who has produced~~ as identification.

(SEAL)

D. M. WAKEMAN
Notary Public - State of Florida
My Commission Expires Jun 29, 2004
Commission # CC951971

Signature of notary public

D. M. WAKEMAN
Printed name of notary public

Future Land Use Map Amendment

Renaissance at Daniels Parkway & I-75

Converting Mixed Use Interchange and General Commercial Interchange to Outlying Suburban

IV. AMENDMENT SUPPORT DOCUMENTATION:

A. General Information and Maps:

A.1. Provide any proposed text changes:

The applicant is not requesting any amendments to the text other than the reallocation of 2020 acreage from the Mixed Use Interchange category to Outlying Suburban. This shift in acreage is necessary to accommodate the desired amount of residential uses. An updated copy of the 2020 allocation table for the Daniels Parkway Planning Community is attached.

The result of this amendment will be that there will no longer be any land designated as "Mixed Use Interchange". However, the applicant is not proposing that this category be deleted, because it is anticipated that other portions of the Daniels Interchange area may take advantage of this category in the future.

A.2. Future Land Use Map:

A copy of the Future Land Use Map showing the boundaries of the subject property, surrounding street network, surrounding future land use map designations, and natural resources is attached as Exhibit A.2.

A.3 Existing Land Use Map:

A map depicting the existing land uses on a recent aerial is attached as Exhibit A.3. The consistency of the current uses with the proposed changes are presented below.

Consistency:

The existing land use of the subject property is predominantly vacant, except for 4 single-family homes. The subject property is currently approved for significant commercial, industrial and residential densities. The proposed use will result in a significant reduction in the intensity of use permitted on this property. The result will be that the proposed use will be more consistent with the adjacent uses, as presented below.

North: To the north of the subject property is an undeveloped area designated as Outlying Suburban. This property will be developed as a low-density residential area. The existing Master Concept Plan for the Daniels Interchange project depicts a residential zone as a transitional buffer between the more intensive commercial/industrial areas, and the low

Lee County Department of Community Development

www.lee-county.com

Sections

Affordable Housing

Other Info

Planning Community of Daniels Parkway

Back to Planning Communities Map

Year	Population
1998	6,538
2020*	8,272

* Forecast

Residential Use by Future Land Use Category	Acreage Allocation for Year 2020	Existing	Available
Outlying Suburban (OS)	940	720	220
General Interchange (GI)	9	7	2
Rural (R)	1,255	1,091	164

A.1

What's New?

Home

Wetlands (RPA)	7	40	-33
Total Residential	**2,211**	**1,865**	**346**

Other Uses	Acreage Allocation for Year 2020	Acreage Existing	Acreage Available
Commercial	397	29	368
Industrial	10	0	10

Lee County Department of Community Development
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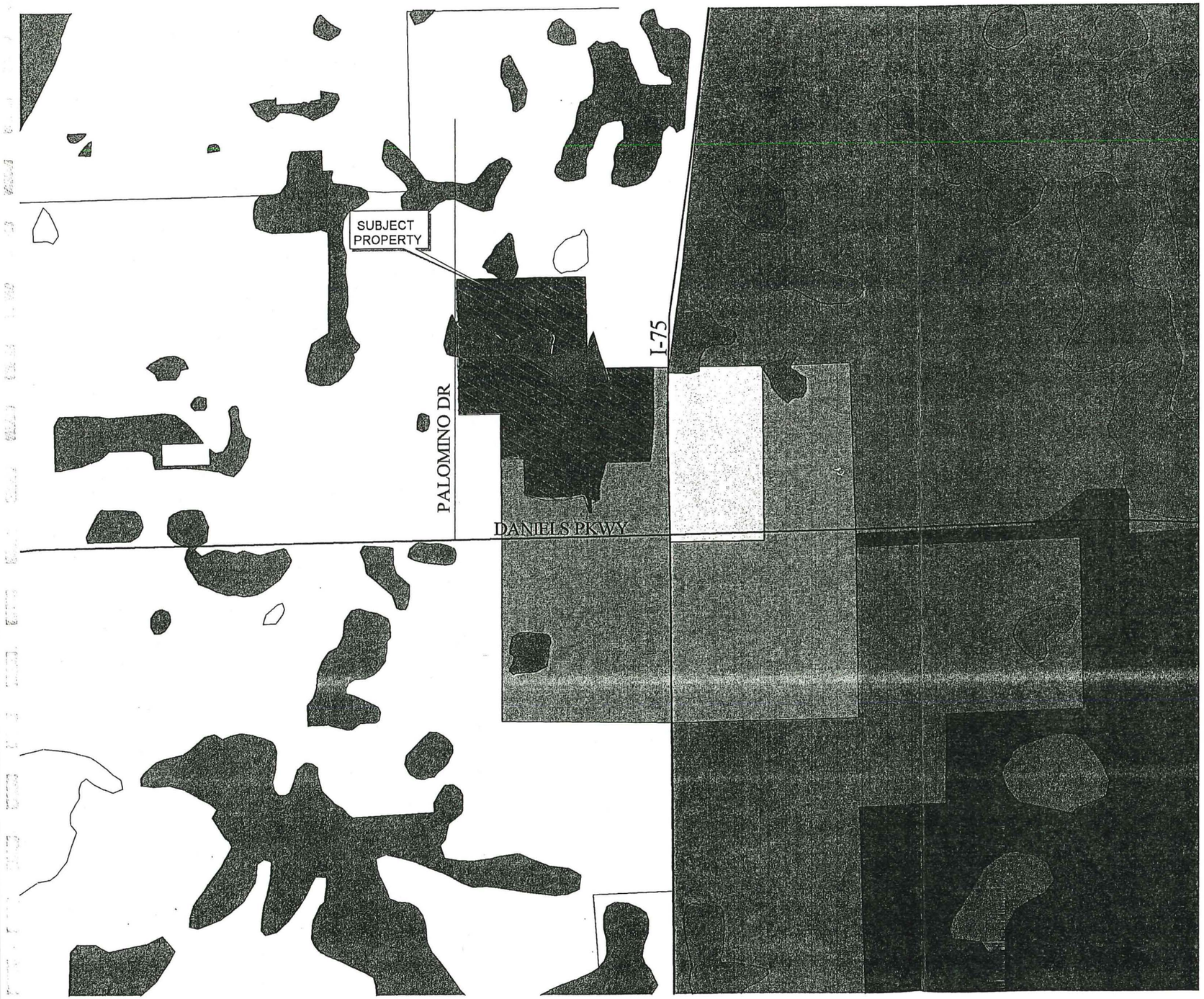
Last Revised: 08/18/00 02:11 PM

LEE COUNTY
FUTURE LAND USE MAP



FUTURE LAND USE CATEGORIES

- INTENSIVE DEVELOPMENT
- CENTRAL URBAN
- URBAN COMMUNITY
- SUBURBAN
- OUTLYING SUBURBAN
- INDUSTRIAL DEVELOPMENT
- PUBLIC FACILITIES
- UNIVERSITY COMMUNITY
- INDUSTRIAL/INTERCHANGE AREAS
- UNIVERSITY VILLAGE
- NEW COMMUNITY
- AIRPORT COMMERCE
- AIRPORT
- RURAL
- RURAL COMMUNITY PRESERVE
- OUTER ISLANDS
- OPEN LANDS
- DRGR
- WETLANDS
- INTERCHANGE MIXED USE

N
W E
S

0.6 0 0.6 1.2 Miles

A.2

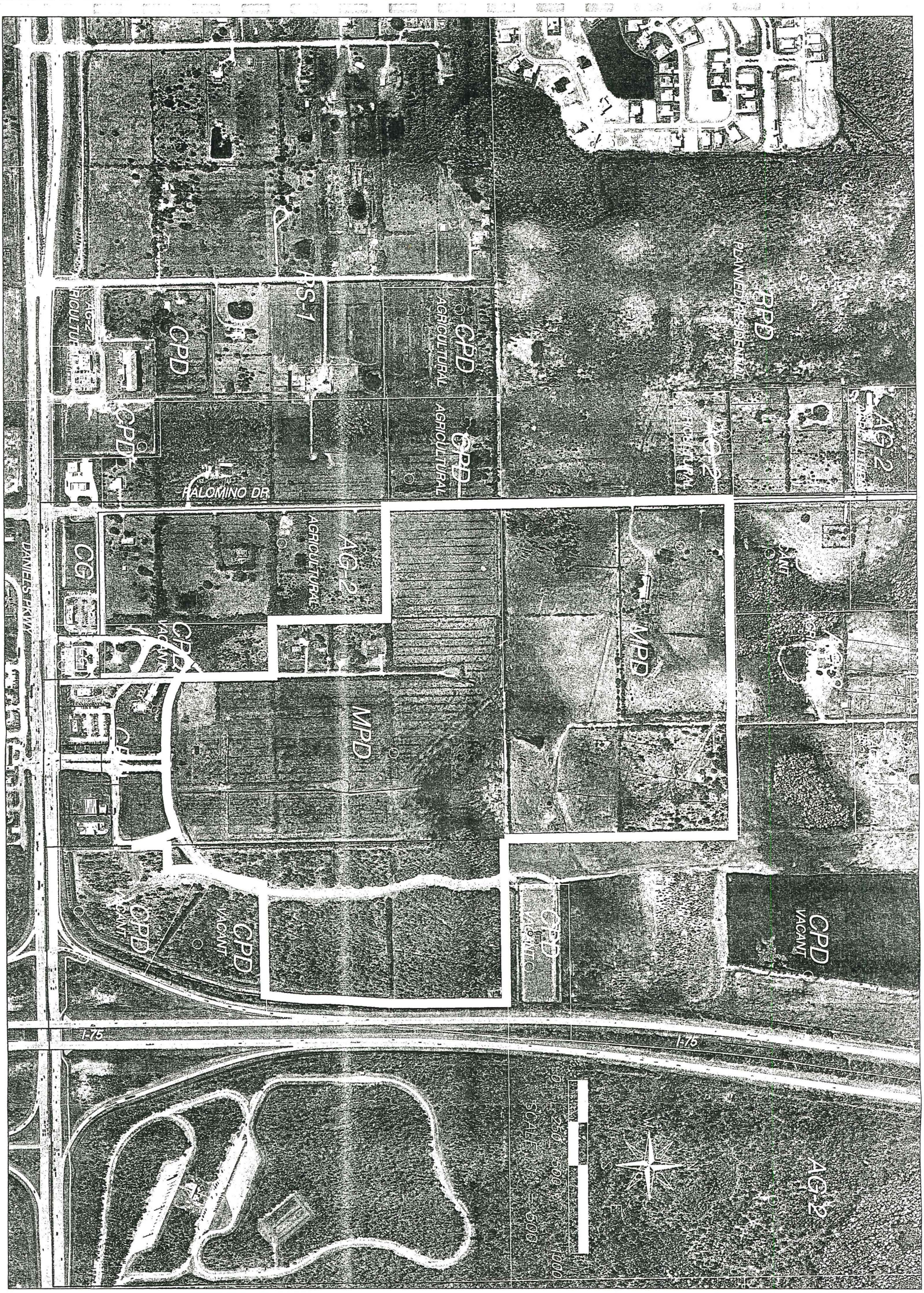
density uses to the north. Under the proposed plan, the Daniels Interchange area will be re-designated as Outlying Suburban, allowing the 153 acres to be integrated with the land to the north as one, integrated, golf course community.

South: South of the subject property is an area of existing and future commercial uses. The current Daniels Interchange property allows for an intensification of uses as you proceed north from Daniels Parkway. This intensification was the topic of much concern under the previous Lee Plan Amendment (PAM/T 98-07).

The proposed amendment will allow for a master planned golf course community to be developed on the Daniels Interchange property, as well as the property to the north, which is currently designated as Outlying Suburban. The design of the master planned community will provide adequate buffers and separations from the commercial uses to ensure that the residential and commercial components are compatible. This effort is accentuated by the fact that the applicant currently controls the undeveloped commercial tracts to the south, and is planning to develop them in a manner compatible and complimentary to the residential uses to the north. In fact, the applicant is already undertaking a significant landscape improvement program to improve and enhance the existing commercial uses, the main entry at Danport Boulevard, and begin to establish an aesthetically pleasing entrance to the future residential development. This type of unified and integrated approach will not only ensure the compatibility of the two uses, but also begin to invigorate the commercial uses already in existence.

East: To the east of the subject property is I-75. Under the Daniels Interchange MPD, the subject property would allow for intensive commercial and industrial uses adjacent to this major roadway. Under the proposed amendment, residential uses would be allowed. A planned development for the Renaissance project will be submitted demonstrating the significant buffers, berms and setbacks being proposed to ensure compatibility between the residential uses and I-75. Further, the proposed uses will actually improve the aesthetic experience of traveling along I-75.

West: West of the subject property is Palomino Lane. Beyond Palomino is an area characterized by low density (3 dwelling units per acre or less) residential. Most recently approved, is the Danforth RPD, which has development slightly below 3 du/ac. The proposed conversion of the subject property from Mixed Use Interchange to Outlying Suburban will ensure greater compatibility between the existing and proposed residential uses along Palomino, than those currently allowed under the Mixed Use Interchange.



Sheet No. 1 of 1	PROJECT NO. 60306 MAP-A.3	V&D VANASSE & DAYLOR, LLP 8270 College Parkway Suite 205 Fort Myers, Fl 33919 Planners • Landscape Architects • Civil Engineers • Environmental Scientists Tel: 941-437-6501 • Fax: 941-437-4636 • email: admin@VANDAY.com	PREPARED FOR WORTHINGTON HOLDINGS, Inc. 14291 Metro Parkway Bldg. 1300 Fort Myers, FL 33912		NOTE: The information shown on these plans is subject to change. It is the engineers responsibility to verify all information prior to commencement of planning, engineering and/or construction.		NO. DATE BY REVISION
		PROJECT & SHEET TITLE COMPREHENSIVE PLAN AMENDMENT MAP A.3 ZONING AND EXISTING LAND USE	PROJECT LOCATION SEC 22 & 15 TWP 45S RNG 25E LEE COUNTY, FLORIDA	APPROVED: DATE:	SCALE: 1" =500' DESIGN: BKM 9-5-00 DRAWN: MAH 9-5-00 APPROVED: MAH 9-5-00		

A.3 A.4

A.4. Existing Zoning:

A map depicting the existing zoning of the subject property and surrounding properties is attached as Exhibit A.4. A summary of the adjacent zoning is presented below:

North:	AG-2 (being rezoned by the applicant to RPD)
South:	CPD/AG-2 (the vacant parcels are under control of the applicant, and will be developed in a manner that accentuates the proposed residential development.
East:	I-75
West:	Palomino Lane AG-2/RPD
Subject Property:	MPD (will be rezoned to RPD as part of the Renaissance project)

A.5. Legal Description:

A copy of the legal description for the subject property is attached as Exhibit A.5.

A.6. Deeds:

A copy of the executed contract for the subject property is attached as Exhibit A.6.

A.7. Aerial Map

An aerial map is integrated into Exhibit A.4, which also depicts the current zoning and existing land uses.

A.8. Authorization:

The applicant is the property owner, and therefore no additional authorization letter is required.

B. Public Facilities Impacts:

B.1. Traffic Circulation Analysis:

A detailed traffic circulation analysis was submitted as part of PAM/T 98-07. This analysis demonstrated that the uses, as currently approved, could be accommodated by the existing and programmed improvements. The proposed amendment will result in a significant reduction in intensity and density within this TAZ. A copy of the traffic circulation analysis for PAM/T 98-07 is attached in Appendix "B1", along with a comparison of the anticipated trips for the approved uses, and the requested uses.

Because this question was reviewed and approved for PAM/T 98-07, which reflects an increase over the previous uses, and the proposed amendment is consistent with the adopted MPO plans and FDOT's 5-year Transportation Plan, and will not require any revisions to the Traffic Circulation and/or Capital Improvement Elements. This is clearly demonstrated by the decrease in intensity below the previous uses. For this reason, no additional Traffic Circulation Analysis should be required.

B.2 Project Infrastructure:

a. Sanitary Sewer Analysis:

The property is located within the Lee County Utilities franchise area and is served through an agreement with the City of Fort Myers (CFM). The closest line is at either Daniels Parkway, being a 16" force main, within approximately 2,000 feet to the south; or a lift station at Skyport Avenue, approximately 1,200 linear feet to the south. Presently the CFM sewer plant is operation at 70% of its 12.0 MGD capacity. The additional proposed area could generate a demand of .086 MGD, (187.5 GPD/Unit) as a worst case. This represents a reduction of approximately .052 MGD below what is currently approved (as listed in PAM/T 98-07). Because the amendment represents a reduction of demand, no improvements will be necessary to accommodate this amendment. Similarly, this amendment will not require any revisions to the sanitary sewer sub-element or CIE.

b. Potable Water Analysis:

The property is located within the Lee County Utilities franchise area and is served by the Corkscrew Regional Plant. The closest line is at either Daniels Parkway (30" D.I.P.), approximately 2,000 feet to the south; or Mall Loop Road within the Danport Commercial Area, (10" D.I.P.) approximately 1,000 feet to the south. Presently, the Corkscrew water treatment plan is operating at 90% of its 10.0 MGD capacity. The proposed amendment will result in a maximum demand of approximately 115,000 per day (250 gallons/unit), which is a reduction of 23,250 gallons per day over what is currently approved (as listed in PAM/T 98-07). The result is that no improvements in the system will be required, and no amendments to the potable water sub-element or CIE will be required.

c. Drainage/Surface Water Management Analysis:

The property is located within the Six Mile Cypress Watershed, and historically within the Cross Creek Sub-Watershed. Proposed drainage improvements have been integrated into surrounding development plans, in conjunction with the Danforth RPD. It is anticipated that funding for any required improvement will come from private developers and/or South Florida Water Management District (SFWMD). The proposed project will require approval from SFWMD and also compliance with Lee County's Level of Service Policy 70.1.3 for storm water management facilities. This amendment will not require any revisions to the surface water management sub-element or to the CIE.

d. **Parks/Recreation/Open Space Analysis:**
The property is located in Park Impact Fee District 4, and according to the analysis prepared by Lee County, there are 187 acres of community parks in this district. The current level of service for Community Parks is .8 acres per 1,000 persons, with a "desirable" standard of 1.75 acres per 1,000 persons. The estimated population for the District 4 Impact Fee District in 1995 was 99,400, and it appears that the regulatory Level of Service Standard will be met through the year 2020. As identified by the County, a future community park will be required in order to achieve the "desired" LOS.

The proposed amendment will not increase the residential units over what has already been approved via PAM/T 98-07, but will allow for the provision of significant open space and recreational opportunities for the residents of the area through the construction of the proposed Renaissance golf course and recreational facilities. These recreational amenities should sufficiently offset any demand created by this amendment. Therefore, no amendments to the Parks and Open Space or CIE element are required.

B.3. Letters of Willingness to Provide Service:

a. **Fire Protection with Adequate Response Times:**
The subject property is located immediately north of the South Trail Station located on Daniels Parkway. A letter from the South Trail Fire District is attached indicating they are willing to provide service with adequate response times. See Appendix "B3".

b. **Emergency Medical Service:**
The subject property is located immediately north of the South Trail Station located on Daniels Parkway. This station is both a Fire and EMS Station. A letter from the South Trail Fire District is attached indicating they are willing to provide service with adequate response times. See Appendix "B3".

c. **Law Enforcement:**
The subject property is located in Unincorporated Lee County where the Lee County Sheriff's Office provides law enforcement. A letter of willingness to provide service is attached. See Appendix "B3".

d. **Solid Waste:**
The property is served by Florida Recycling Services, Inc. which sends combustible wastes to the County's Waste to Energy Facility and non-combustible waste to the Gulf Coast Landfill. Current and projected levels of service for all unincorporated areas of Lee County are concurrent with the Level of Service Standard set forth in the Lee Plan. This amendment will not require any revisions to the solid waste sub-element or to the CIE. A letter of willingness to provide service is attached in Appendix "B3".

ATTACHMENT "B-1"

RESPONSE TO PUBLIC FACILITIES IMPACTS

(TRANSPORTATION ELEMENT)

FOR

DANIELS INTERCHANGE MPD LAND USE MAP AMENDMENT

(Project No. 980912)

Prepared By:

SOUTHWEST TRANSPORTATION ENGINEERING, INC.
1342 Colonial Boulevard, Suite 30
Fort Myers, Florida 33907

September, 1998

INTRODUCTION

The Daniels Interchange MPD is located on the northwest quadrant of Daniels Parkway @ Interstate I-75, within Lee County, Florida. The overall project is approximately 155 acres in size and was previously a major component of the 400 +/- acre Danport DRI. That is, the Danport DRI was a joint-venture DRI which consisted of various property owners, and 155 acres of the DRI (now referred to as the Daniels Interchange MPD) had the vast majority of commercial retail, office and hotel uses located within it's boundaries.

Currently, the northern 68 +/- acres of the 155 +/- acre project is designated outlying suburban pursuant to the Lee County Comprehensive Plan, with the balance of the property in the general interchange category. The proposed Plan Amendment is to change the 68 +/- acres to general interchange. For the purpose of responding to the Transportation Element Question, the total project area (i.e. 155+/- acres) and it's anticipated land uses were used in relationship to the Traffic Circulation Element of the Lee County Comprehensive Plan.

As apart of Lee County's Long Range Transportation Needs Plan Program, TAZ 640 of the FSUTMS 2020 Travel Model was assigned to the property located between Palomino Lane and I-75 and contiguous to the north of Daniels Parkway. TAZ 640, which included the Danport DRI, currently reflects the following land uses which are expected to be constructed by the year 2020.

<u>Assigned Land Uses to TAZ 640 of the 2020 Travel Model</u>

Single-Family Dwelling Units	(250 Dwelling Units)
Retail Shopping Center	(92,000 Square Feet)
Professional Office	(835,750 Square Feet)
Hotel	(225 Rooms)

The above described land uses do not reflect the approved land uses of the Danport DRI. In other words, the land uses employed in the 2020 travel model do not reflect what was planned to be constructed within the Danport DRI.

Of the above described land uses, the following land uses were assigned to that portion of the Danport DRI within the limits of TAZ 640.

Land Uses of TAZ 640 which were allocated to the Danport DRI

Retail Shopping Center	(92,000 Square Feet)
Professional Office	(835,750 Square Feet)
Hotel	(225 Rooms)

And of those land uses which were specifically assigned to that portion of the Danport DRI within TAZ 640, the following land uses remain undeveloped.

Currently undeveloped Land Uses of the Danport DRI

Retail Shopping Center	(81,500 Square Feet)
Professional Office	(835,750 Square Feet)
Hotel	(138 Rooms)

As previously mentioned, the Daniels Interchange MPD contained the vast majority of the approved retail, office and hotel uses of the Danport DRI. Based on the land use allocations, it was estimated that 89.2 % of all traffic generated by the DRI would be from the land uses constructed within the boundaries of the 155 acre parcel. The Daniels Interchange MPD is now proposing to modify their land use schedule as follows.

Proposed Land Uses of the Daniels Interchange MPD

Single-Family Residential	(250 Dwelling Units)
Multi-Family Residential	(250 Dwelling Units)
Retail Shopping Center	(100,000 Square Feet)
Professional Office	(100,000 Square Feet)
Warehouse	(300,000 Square Feet)
Hotel	(200 Rooms)

The above described land uses are conceptual. These land uses are subject to change at the time of acquiring zoning approval. At that time, a detailed analysis of the project's traffic impacts will be provided pursuant to the Lee County Traffic Impact Statement Guidelines. The traffic statement will identify any on-site and off-site roadway improvements deemed necessary to accommodate the traffic demands associated with the project.

B. *PUBLIC FACILITIES IMPACTS*

1. ***Provide a Traffic Circulation Analysis which includes:***

a. Roadways serving the site (indicate laneage, functional classification and right-of-way width), current LOS, and LOS standard;

The primary east/west arterial serving the site will be Daniels Parkway. This roadway is currently classified by the Lee County Comprehensive Plan as a six lane divided Group "A" Arterial. The road right-of-way within the area of the project is two hundred and fifty feet (250') in width. The level of service standard for Daniels Parkway has been established at LOS "E". Refer to Tables 2 & 3 and Figure 1 for current laneage, functional classification, current LOS and LOS service volumes.

The primary north/south arterial serving the site will be Interstate I-75. This roadway is apart of the Florida Interstate Highway System (FIHS). The level of service standard for I-75 has been established at LOS "C" by the Florida Department of Transportation. Refer to Tables 2 & 3 and Figure 1 for current laneage, functional classification, current LOS and LOS service volumes.

Table 3 and Figure 1 also detail the existing 1998 peak season traffic volumes for all links being analyzed inside the project's area of influence. These traffic volumes were determined based on the historical data contained in the 1989 thru 1997 Lee County Traffic Count Reports.

b. LOS; Standard; Current; and Projected 2020 LOS under existing designation; Projected 2020 LOS under proposed designation (calculate anticipated number of trips and distribution on the roadway network, and identify resulting changes to the projected LOS); Whether the proposed development impacts road links projected to be at or below the LOS Standard;

In order to calculate the future background traffic volumes for the expected project build-out year of 2005, an annual growth rate was determined for all links under study. The compound growth factors used were derived from the information contained in the 1989 thru 1997 Lee County Traffic Count Reports. Refer to Table 3 in the report's appendix.

A comparison of trips generated by the project based on approved land uses versus the proposed land uses was performed. More specifically, the potential traffic demands associated with the currently approved land uses were compared to the potential traffic demands of the proposed land uses. The trip generations were calculated based on the methodology provided by the Trip Generation Manual of the Institute of Transportation Engineers, Sixth Edition. Tables 1A and 1B provide a comparison of the anticipated traffic demands. As shown in Table 1A, the traffic generations associated with the Daniels Interchange MPD was determined to be 89.2 % of the vested traffic of the Danport DRI. That is, the currently approved land uses within the limits of the Daniels Interchange MPD would generate 1,668 vph during the PM peak hour. As shown in Table 1B, the proposed land uses of the project would generate 1,427 vph during the PM peak hour. As such, it can be concluded that the proposed Comp Plan Amendment will significantly reduce the anticipated traffic demands placed upon the surrounding roadways.

Based on the reasoning that the proposed Comp Plan Amendment will result in significantly less traffic demands placed upon the surrounding roadways, no additional analysis is warranted.

c. Anticipate improvements/expansions (including right-of-way acquisition, number of lanes, signalization, turn lanes, and/or re-designation of functional classification) needed as a result of the proposed amendment.

As determined, the proposed Comp Plan Amendment will result in significantly less traffic demands placed upon the surrounding roadways than those currently planned for the area. Therefore, no further analysis is warranted in response to the Transportation Element Question of the Comp Plan Amendment.

However, as the project applies for final development order permits, additional traffic impact analyses will be required pursuant to the Lee County Traffic Impact Statement Guidelines. At that time, site-related improvements, as well as, off-site mitigation requirements will be identified.

d. Planned improvements/expansions in the 5 year CIP, 6-10 year CIP and long range improvements.

There are no planned improvements for Daniels Parkway or Interstate I-75 within the area of the project in the 5 year CIP or 6-10 year CIP.

The extension of Daniels Parkway (from Chamberlin Parkway to State Road 82) is planned to be completed by the year 2001. In addition, the planned extension of Three Oaks Parkway (between Alico Road and Daniels Parkway) will also provide for north/south travel. Three Oaks Parkway extension is programmed to be constructed as a six-lane divided arterial by the year 2020. The initial construction will be a four-lane divided arterial which will be completed by the year 2003.

Lee County's long range plan includes the six-laning of Interstate I-75 with special ingress/egress collector lanes. At this time, FDOT has not established a construction schedule these improvements to I-75.

e. Evaluate consistency of impact on adopted MPO plans and FDOT's 5-year Transportation Plan.

Because the proposed project is not required to mitigate any existing or future background transportation deficiencies, this amendment does not require any roadway improvements and/or the reclassification of existing roadways to support the project. Furthermore, the proposed amendment is consistent with the adopted MPO plans and FDOT's 5-year Transportation Plan.

f. Based on a-e are revisions to the Traffic Circulation and/or Capital Improvements Element necessary/included in the application.

Based on the findings described in a-e, there are no revisions to the Traffic Circulation and/or Capital Improvements Element necessary/included in the application.

TABLE 1A

VESTED 2020 TRAFFIC OF THE DANPORT DRI & DANIELS INTERCHANGE MPD

Assigned Land Uses to TAZ 640 of the 2020 Travel Model

Single-Family Dwelling Units	(250 Dwelling Units)
Retail Shopping Center	(92,000 Square Feet)
Professional Office	(835,750 Square Feet)
Hotel	(225 Rooms)

Land Uses of TAZ 640 which were allocated to the Danport DRI

Retail Shopping Center	(92,000 Square Feet)
Professional Office	(835,750 Square Feet)
Hotel	(225 Rooms)

Currently undeveloped Land Uses of the Danport DRI

Retail Shopping Center	(81,500 Square Feet)
Professional Office	(835,750 Square Feet)
Hotel	(138 Rooms)

Description	Result	Trip Generation Manual
Retail Shopping Center (81,500 s.f.)		**(LUC 820)**
Daily Trips	5,976 ADT	Ln(T) = 0.643 Ln(X) + 5.866
PM Total:	549 vph	Ln(T) = 0.660 Ln(X) + 3.403
Professional Office (835,750 s.f.)		**(LUC 750)**
Daily Trips	9,544 ADT	T = 11.42(X)
PM Total:	1,254 vph	T = 1.5(X)
Hotel (138 Rooms)		**(LUC 310)**
Daily Trips	1,136 ADT	T = 8.23(X)
PM Total	67 vph	Ln(T) = 1.212 Ln(X) - 1.763

Total vested traffic of the undeveloped areas of the Danport DRI

Daily Trips	16,656 ADT
PM Total	1,870 vph

Total vested traffic of the Daniels Interchange M.P.D.
(i.e. 89.2% Danport DRI vested traffic)

Daily Trips	14,857 ADT
PM Total	1,668 vph

TABLE 1B
DANIELS INTERCHANGE M.P.D.
Trip Generation

Single-Family Residential	(250 Dwelling Units)
Multi-Family Residential	(250 Dwelling Units)
Retail Shopping Center	(100,000 Square Feet)
Professional Office	(100,000 Square Feet)
Warehouse	(300,000 Square Feet)
Hotel	(200 Rooms)

Description	Result	Trip Generation Manual
Single Family		**(LUC 210)**
Daily Trips	2,408 ADT	Ln(T) = 0.920 Ln(X) + 2.707
PM Total:	245 vph	Ln(T) = 0.901 Ln(X) + 0.527
Multi-Family Attached		**(LUC 230)**
Daily Trips	1,418 ADT	Ln(T) = 0.850 Ln(X) + 2.564
PM Total:	131 vph	Ln(T) = 0.827 Ln(X) + 0.309
Retail Shopping Center		**(LUC 820)**
Daily Trips	6,817 ADT	Ln(T) = 0.643 Ln(X) + 5.866
PM Total:	628 vph	Ln(T) = 0.650 Ln(X) + 3.403
Professional Office		**(LUC 750)**
Daily Trips	1,142 ADT	T = 11.42(X)
PM Total:	150 vph	T = 1.5(X)
Warehouse		**(LUC 150)**
Daily Trips	1,488 ADT	T = 4.96(X)
AM Total:	168 vph	Ln(T) = 0.754 Ln(X) + 0.826
Hotel		**(LUC 310)**
Daily Trips	1,646 ADT	T = 8.23(X)
PM Total	105 vph	Ln(T) = 1.212 Ln(X) - 1.763

Total Project Traffic

Daily Trips	14,919 ADT
PM Total	1,427 vph

TABLE 2

LEVEL OF SERVICE VOLUMES

ROADWAY	SEGMENT	ROADWAY CLASS	LOS A VOLUME	LOS B VOLUME	LOS C VOLUME	LOS D VOLUME	LOS E VOLUME
Daniels Pkwy	E. of Six Mile Pkwy	6LD AA	4680	4930	5090	5360	5640
	W. of I-75	6LD AA	4680	4930	5090	5360	5640
	E. of Treeline Ave	6LD AA	4680	4930	5090	5360	5640
I-75	S. of Daniels Pkwy	4LD F	3340	3570	4998	6128	6690
	S. of Palm Beach Blvd	4LD F	3340	3570	4998	6128	6690

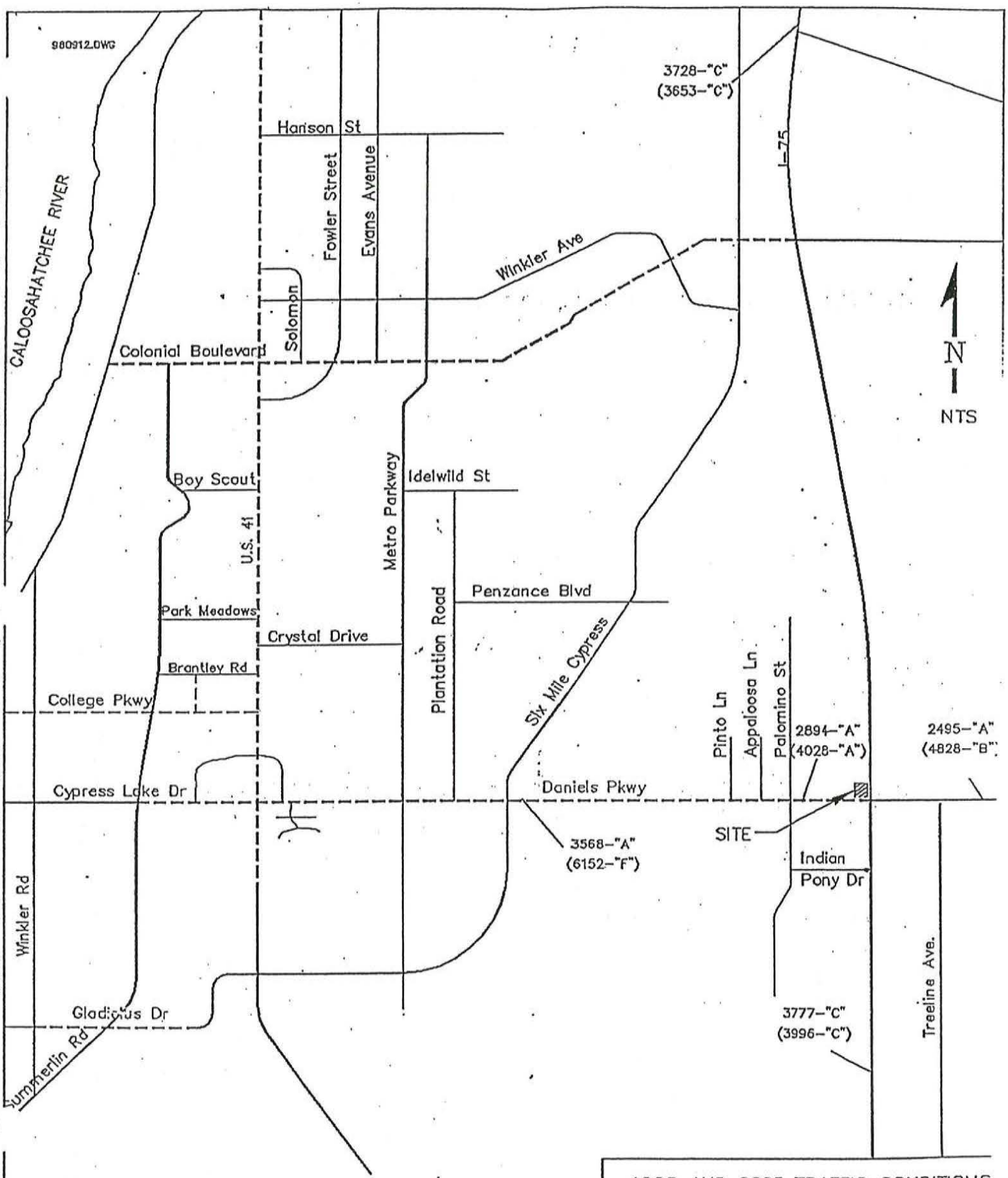
TABLE 3

LEE COUNTY TRAFFIC COUNTS AND CALCULATIONS

FILE: 96COUNTS 7% Truck Adjustment = 0.934

P.C.S.		P.C.S.		P.C.S.	
PCS NO. 1	1.08	PCS NO. 10	1.07	PCS NO. 30	1.13
PCS NO. 2	1.07	PCS NO. 11	1.07	PCS NO. 31	1.13
PCS NO. 3	1.21	PCS NO. 12	1.21	PCS NO. 32	1.24
PCS NO. 4	1.09	PCS NO. 13	1.07	PCS NO. 33	1.33
PCS NO. 5	1.08	PCS NO. 14	1.00	PCS NO. 34	1.07

ROADWAY	SEGMENT	PCS	BASE YR ADT	1997 ADT	YRS OF GROWTH	ANNUAL RATE	1998 PK HR PK SEASON	2005 PK HR PK SEASON
Daniels Pkwy	E. of Six Mile Pkwy	31	26500	39100	5	8.09%	3568	6152
	W. of I-75	31	23500	32700	7	4.83%	2894	4028
	E. of Treeline Ave	32	16800	24500	4	9.89%	2495	4828
I-75	S. of Daniels Pkwy	4	44900	46000	3	0.81%	3777	3996
	S. of Palm Beach Blvd	4	46300	45900	3	-0.29%	3728	3653



LEGEND

000-"C" 1998 PEAK SEASON PEAK HR./LEVEL OF SERVICE
(000-"C") 2005 TRAFFIC CONDITIONS/LEVEL OF SERVICE

1998 AND 2005 TRAFFIC CONDITIONS	
DANIELS INTERCHANGE MPD LAND USE MAP AMENDMENT	980912

THE ZDATA1 COMPARISON OF 1990, 2010, AND 2020

TAZ	1990 SF DU	2010 SF DU	2020 SF DU	1990 MF DU	2010 MF DU	2020 MF DU	1990 HOTEL/MOTEL UNITS	2010 HOTEL/MOTEL UNITS	2020 HOTEL/MOTEL UNITS
618	0	0	0	0	0	0	0	0	0
619	118	9	9	1127	1313	1318	0	0	0
620	316	431	435	226	312	333	0	0	0
621	28	537	625	7	133	175	0	0	0
622	201	368	368	337	450	466	0	0	0
623	0	0	0	0	0	0	0	0	0
624	0	0	0	0	0	0	0	0	0
625	1	0	0	19	32	32	146	146	146
626	32	2449	3485	0	368	3277	0	0	0
627	27	2	2	274	341	370	12	12	12
628	684	758	758	53	0	0	0	125	125
629	132	130	132	152	194	204	23	23	104
630	208	230	235	96	115	123	0	0	0
631	206	229	229	17	0	0	224	224	224
632	5	152	257	0	36	64	0	0	0
633	195	213	218	447	558	604	0	0	0
634	155	236	245	12	0	0	0	0	0
635	132	78	79	784	925	987	153	153	153
636	29	14	13	3	2	1	0	0	0
637	15	145	163	5	329	382	0	0	0
638	281	626	683	727	1795	1818	0	0	0
639	4	0	0	201	251	263	0	0	0
640	15	198	227	1	22	22	0	225	225
641	1	12	32	0	1	5	0	0	0
642	0	0	0	0	0	0	0	0	0
643	13	30	63	6	26	85	0	0	0
644	12	102	165	2	28	50	0	0	0
645	4	23	57	0	12	50	0	0	0
646	500	560	569	118	132	147	0	0	0
647	41	563	637	68	370	420	0	0	0
648	252	280	285	43	71	81	0	0	0
649	25	262	303	1	55	73	0	0	0
650	771	1261	1327	372	882	970	0	0	0
651	119	1031	1160	13	253	293	0	0	0
652	396	434	442	7	0	0	0	0	0
653	15	0	0	3	0	0	0	0	0
654	240	238	238	453	477	477	0	0	0
655	104	175	184	6	0	0	0	0	0

DATA COMPARISON OF 1990, 2010, AND 2020

	2 1	.0	9 0	.0	0	1	2	2	,9	0	2	1990 Schoo	2010 School	2020 Schoo
	Industria	Industria	ommercial	Commercial	ommercia	Service	Service	Service	Employme	Employm	Employment	Enrollment	Enrollment	Enrollment
2	12	14	97	88	90	131	144	143	230	244	247	0	0	0
0	10	12	395	442	468	52	221	257	447	673	737	0	0	0
93	49	44	67	414	487	48	494	591	208	957	1122	0	0	0
0	0	0	0	440	530	0	321	392	0	761	922	0	0	0
25	13	12	82	52	49	67	359	421	174	424	482	0	0	0
5	8	8	82	61	60	8	26	29	95	95	97	0	0	0
19	19	19	195	166	168	84	102	104	298	287	291	0	0	0
72	60	60	73	121	132	173	172	168	318	353	360	0	0	0
0	1432	1702	0	489	720	62	398	476	62	2319	2898	0	1000	1000
2	5	5	27	24	25	9	20	22	38	49	52	0	0	0
56	30	26	11	7	7	12	10	9	79	47	42	0	0	0
8	11	11	58	49	50	12	34	37	78	94	98	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
49	26	23	280	252	259	76	137	148	405	415	430	0	0	0
0	0	0	0	10	11	0	16	20	0	26	31	0	0	0
4	3	3	0	0	0	0	0	0	4	3	3	0	0	0
1	4	4	0	0	0	0	0	0	1	4	4	0	0	0
2	10	12	208	174	175	22	53	58	232	237	245	0	0	0
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0	153	182	82	69	70	91	131	137	173	353	389	0	0	0
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734	477	450	345	434	467	190	470	527	1269	1381	1444	0	0	0
12	9	8	9	11	11	30	223	253	51	243	272	0	2000	2000
15	13	13	0	50	60	1	18	21	16	81	94	0	0	0
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TYPICAL EMPLOYMENT CONVERSION FACTORS

(October, 1991)

Land Use	Employees/ 1,000 Sq. Ft.[1]	Source[2]
Industrial		
Industrial	1.89	DCA
General Light Industrial	2.16	ITE, p. 82
Industrial Park	2.00	ITE, p. 125
Warehousing	1.28	ITE, p. 183
Office		
General Office, Below 100,000	3.39 4.80	ITE, p. 940 DCA
General Office, 100,000-200,000	3.84 4.40	ITE, p. 940 DCA
General Office, 201,000-500,000	3.22 3.50	ITE, p. 940 DCA
General Office, Above 500,000	2.88 3.50	ITE, p. 940 DCA
General Office, Average	3.29 4.00	ITE, p. 940 DCA
Medical-Dental Office Building	4.83	ITE, p. 975
Office Park	3.59	ITE, p. 1036
Research and Development Center	2.47	ITE, p. 1058
Retail/Commercial		
Retail/Commercial	2.50	DCA

Land Use	Employees/ 1,000 Sq. Ft.[1]	Source[2]
* Specialty Retail Center	1.82	ITE, p. 1126
Discount Store	1.53	ITE, p. 1135
Quality Restaurant	7.46	ITE, p. 1248
High-Turnover Restaurant	9.92	ITE, p. 1267
Fast-Food Restaurant (with Drive-Thru)	10.90	ITE, p. 1305
Walk-In Bank	2.10 (Estimate)	ITE, p. 1468
Drive-In Bank	3.82 (Estimate)	ITE, p. 1487
Hotel/Motel		
Hotel	0.90/room	ITE, p. 518
Business Hotel	0.80/room	ITE, p. 539
Motel	0.44/room	ITE, p. 549
* Resort Hotel	0.60/room	ITE, p. 568

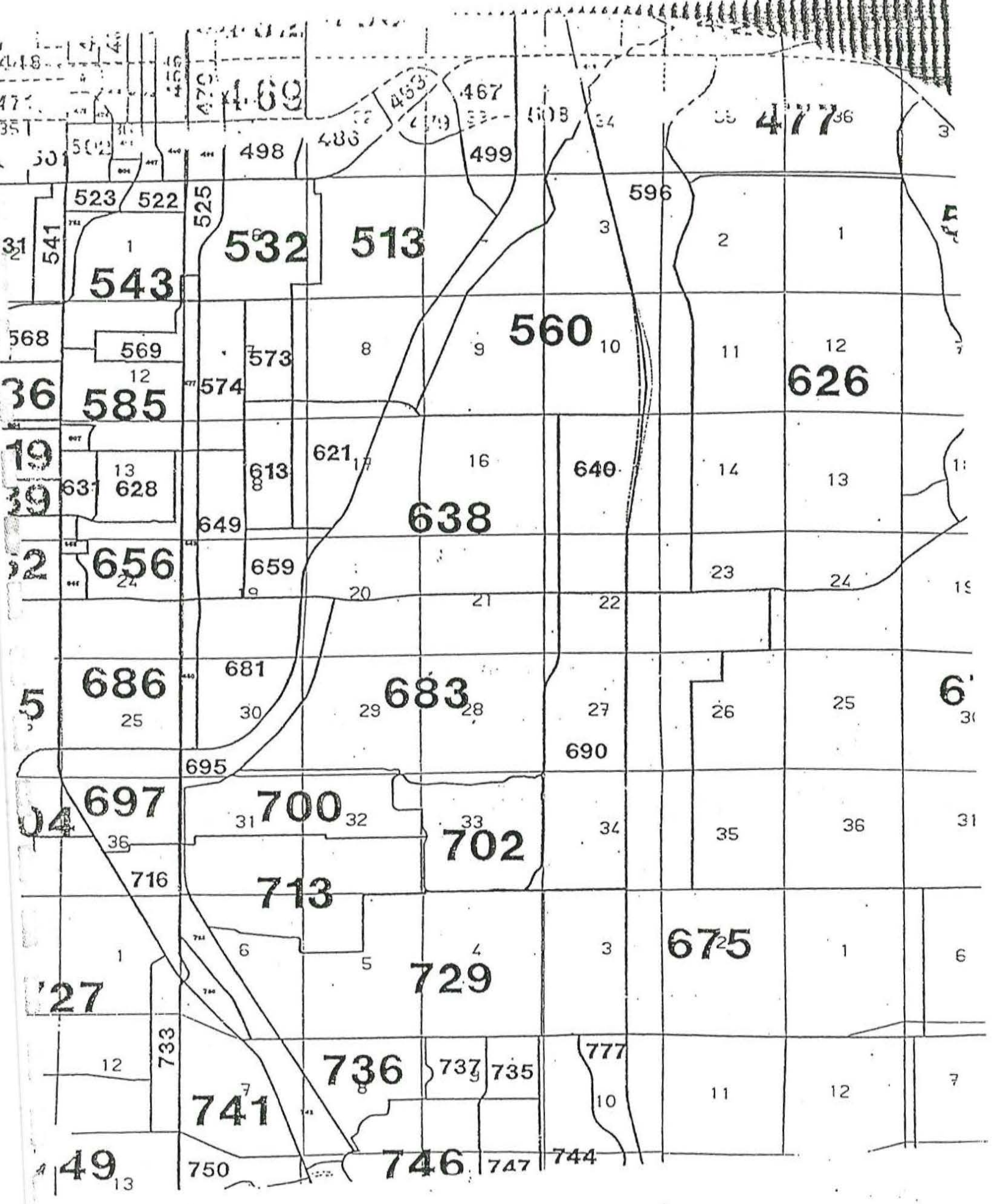
Footnotes:

1) Employees per 1,000 square feet Gross Floor Area (GFA), except as otherwise noted.

2) SOURCE: ITE - Institute of Transportation Engineers. Trip Generation, Fifth Edition.

ITE4 - Institute of Transportation Engineers. Trip Generation, Fourth Edition.

DCA - Florida Department of Community Affairs. Draft report titled Housi Demand, Supply and Need Methodology (April 24, 1991), Appendix A.



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LEE COUNTY ORDINANCE NO. 99-18

AN ORDINANCE AMENDING THE LEE COUNTY COMPREHENSIVE PLAN, COMMONLY KNOWN AS THE "LEE PLAN" AS ADOPTED BY ORDINANCE NO. 89-02, AS AMENDED, SO AS TO ADOPT THAT AMENDMENT KNOWN LOCALLY AS PAM/T 98-07 APPROVED IN CONJUNCTION WITH ADOPTION OF LEE COUNTY'S 1998/1999 REGULAR COMPREHENSIVE PLAN AMENDMENT CYCLE; PROVIDING FOR AMENDMENTS TO THE ADOPTED TEXT AND MAPS; PROVIDING FOR PURPOSE AND SHORT TITLE; PROVIDING FOR ADOPTION OF THE SPECIFIED AMENDMENT TO THE LEE COUNTY COMPREHENSIVE PLAN; PROVIDING FOR THE LEGAL EFFECT OF "THE LEE PLAN"; PROVIDING FOR GEOGRAPHICAL APPLICABILITY; PROVIDING FOR SEVERABILITY, CODIFICATION, SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE.

WHEREAS, the Lee County Comprehensive Plan (hereinafter referred to as the "Lee Plan") Policy 2.4.1 and Chapter XIII, provides for adoption of Plan Amendments with such frequency as may be permitted by applicable state statutes, in accordance with such administrative procedures as the Board of County Commissioners may adopt; and,

WHEREAS, the Lee County Board of County Commissioners, in accordance with Section 163.3181, Florida Statutes, and Lee County Administrative Code AC-13-6 further provides an opportunity for individuals to participate in the plan amendment public hearing process; and,

WHEREAS, the Lee County Local Planning Agency (hereinafter referred to as the "LPA") held statutorily prescribed public hearings pursuant to Chapter 163, Part II, Florida Statutes, and Lee County Administrative Code AC-13-6 on March 22, 1999; and,

WHEREAS, the Board of County Commissioners, pursuant to Chapter 163, Part II, Florida Statutes, and Lee County Administrative Code AC-13-6, held a statutorily prescribed public hearing for the transmittal of the amendments being proposed on June 4, 1999, and June 10; and at said hearing approved a motion to send, and did later send, the proposed amendments to the Florida Department of Community Affairs (hereinafter

referred to as "DCA") for their review and comment pursuant to Chapter 163, Part II, Florida Statutes; and,

WHEREAS, at the June 10, 1999 meeting, pursuant to Chapter 163, Part II, Florida Statutes, the Board of County Commissioners did announce its intention to hold a public hearing after the receipt of DCA's written comments commonly referred to as the "ORC Report," which were later received on September 24, 1999 by the Chairman of the Lee County Board of County Commissioners; and,

WHEREAS, the Board of County Commissioners during its statutorily prescribed public hearing for the plan amendments on November 22, 1999, moved to adopt said proposed amendments as more particularly set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA, THAT:

SECTION ONE: PURPOSE, INTENT AND SHORT TITLE

The Board of County Commissioners of Lee County, Florida, in compliance with Chapter 163, Part II, Florida Statutes, and with Lee County Administrative Code AC-13-6, has conducted a series of public hearings to review the proposed amendments to the Lee Plan. The purpose of this ordinance is to adopt those amendments to the Lee Plan discussed at said meetings and approved by an absolute majority of the Board of County Commissioners. The short title and proper reference for the Lee County Comprehensive Plan, as hereby amended, shall continue to be the "Lee Plan." This ordinance may be referred to as the "1998/1999 Regular Comprehensive Plan Amendment Cycle PAM/T 98-07 Ordinance."

SECTION TWO: ADOPTION OF LEE COUNTY'S 1998/1999 REGULAR COMPREHENSIVE PLAN AMENDMENT CYCLE

The Lee County Board of County Commissioners hereby amends the existing Lee Plan, adopted by Ordinance Number 89-02, as amended, by adopting amendments, as revised by the Board of County Commissioners on November 22, 1999, known as PAM/T 98-07 which amend the text of the Lee Plan as well as the Future Land Use Map series of the Lee Plan.

In addition, the above-mentioned Staff Report and Analysis, along with all attachments for this amendment are hereby adopted as "Support Documentation" for the Lee County Comprehensive Plan.

SECTION THREE: LEGAL EFFECT OF THE "LEE PLAN"

No public or private development shall be permitted except in conformity with the Lee Plan, and all land development regulations and land development orders shall be consistent with the Lee Plan as so amended.

SECTION FOUR: GEOGRAPHIC APPLICABILITY

The Lee Plan shall be applicable throughout the unincorporated area of Lee County, Florida, except in such unincorporated areas as are included in any joint or interlocal agreements with other local governments that specifically provide otherwise.

SECTION FIVE: SEVERABILITY

The provisions of this ordinance are severable and it is the intention of the Board of County Commissioners of Lee County, Florida, to confer the whole or any part of the powers herein provided. If any of the provisions of this ordinance shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not

affect or impair any remaining provision of this ordinance. It is hereby declared to be the legislative intent of the Board of County Commissioners that this ordinance would have been adopted had such unconstitutional provisions not been included therein.

SECTION SIX: INCLUSION IN CODE, CODIFICATION, SCRIVENERS' ERROR

It is the intention of the Board of County Commissioners that the provisions of this ordinance shall become and be made a part of the Lee County Code; and that sections of this ordinance may be numbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intention; and regardless of whether such inclusion in the code is accomplished, sections of this ordinance may be renumbered or relettered, and the correction of typographical errors which do not affect the intent, may be authorized by the County Administrator, or his or her designee, without need of public hearing, by filing a corrected or recodified copy of same with the Clerk of the Circuit Court.

SECTION SEVEN: EFFECTIVE DATE

The plan amendments adopted herein shall not be effective until a final order is issued by the DCA or Administration Commission finding the amendment in compliance with Section 163.3184, Florida Statutes, whichever occurs earlier. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the DCA, Bureau of Local Planning, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.

THE FOREGOING ORDINANCE was offered by Commissioner Judah who moved its adoption. The motion was seconded by Commissioner Manning and, being put to a vote, the vote was as follows:

JOHN MANNING	AYE
DOUGLAS ST. CERNY	AYE
RAY JUDAH	AYE
ANDREW COY	AYE
JOHN ALBION	AYE

DONE AND ADOPTED this 22nd day of November, 1999.

ATTEST:
CHARLIE GREEN, CLERK

BY: _____
Deputy Clerk

LEE COUNTY
BOARD OF COUNTY COMMISSIONERS

BY: _____
Chairman

DATE: 11/24/99

Approved as to form by:

_____
County Attorney's Office

2465 Highland Ave.
Ft. Myers Fl. 33916

Florida Recycling Services, Inc.

September 12, 2000

Dear Mr. Hutchcraft

This letter concerns the 150-acre parcel at the northwest quadrant of the intersection of I- 75 and Daniels Parkway. Effective 10-01-2000 this area will be serviced by Florida Recycling Services for solid waste collection. FRS sends combustible wastes to the County's Waste to Energy Facility and non- combustible waste to the Gulf Coast Land fill. There will be no impact on FRS and we will be able and have the ability to provide the service that will be needed. If you have any questions please fill free to call me at 407-332-8500.

Sincerely,

Rodgers Wilkinson

Rodgers Wilkinson
Area Manager.

Recycle to benefit the enviroment

THE SCHOOL DISTRICT OF LEE COUNTY

2055 CENTRAL AVENUE • FORT MYERS, FLORIDA 33901-3988 • (941) 334-1102 • FAX (941) 337-8378

PATRICIA ANN RILEY
CHAIRMAN • DISTRICT 3

KATHERINE BOREN
VICE CHAIRMAN • DISTRICT 4

TERRI K. WAMPLER
DISTRICT 1

LANNY MOORE, SR.
DISTRICT 2

LISA POCKRUS
DISTRICT 5

BRUCE HARTER, PH.D.
SUPERINTENDENT

KEITH B. MARTIN
BOARD ATTORNEY

September 7, 2000

Mr. Mitch Hutchcraft, AICP
Executive Vice President
Vanasse & Daylor, LLP
12730 New Brittany Boulevard, Suite 600
Fort Myers, FL 33907

Re: Request for Determination of Adequacy
Proposed Lee Plan Amendment, Daniels Interchange

Dear Mr. Hutchcraft:

This letter is in response to your request for a determination of adequacy from the Lee County School District on a plan amendment submitted to Lee County. The existing property could contain up to 500 residential dwelling units. This would generate approximately 155 public school students, based on an estimated student generation rate of .31 per dwelling unit for South Lee County, creating a need for up to 7 new classrooms in the District. According to the FY 00-01 District budget, expenditures per Full Time Equivalent (FTE) student are $5,907.00, creating a financial impact of up to $915,585.00 to the District.

The proposed amendment would decrease the units by 26 for a total of 474 residential dwelling units, generating approximately 147 public school students, the need for six additional classrooms in the District, and a financial impact of up to $868,329.00. Thus, the proposed plan amendment would reduce the potential impact by 8 students and one classroom in comparison with the existing land use category now assigned the property. The net difference would lower the potential financial impact to the District by $47,256.00 but would nevertheless create impacts to the District and its resources.

If you have any further questions or comments, please give me a call.

Sincerely,

Stephanie Keyes

Stephanie Keyes, Facilities Planner
Facilities Management and Capital Projects

cc: Frederick Gutknecht, Director, Facilities Management and Capital Projects

Daniels9-7-00.doc

SOUTH TRAIL
FIRE PROTECTION & RESCUE
SERVICE DISTRICT

5531 Halifax Avenue
Fort Myers, Florida 33912

Business 433-0080
FAX 433-1941

Emergency 911
Prevention 482-8030
FAX 433-2185

September 6, 2000

Mitch Hutchcraft, RLA, AICP
Vanasse & Daylor, LLP
12730 New Brittany Blvd., Suite 600
Fort Myers, FL 33907

Re: Comprehensive Plan Amendment, Daniels Interchange

Dear Mr. Hutchcraft:

This is in response to your September 6th letter requesting our District's input into the proposed comprehensive plan amendment for the northwest quadrant of the I-75/Daniels Parkway interchange. From your correspondence, you have indicated a less intensive land use with fewer residential units, minimal commercial use and no industrial use.

Based upon the information provided there should be no additional impact upon our resources other than that which is contemplated through the capital development mitigation required by the Lee County Fire/EMS Impact Fee Ordinance. As you are aware, the site is currently served by a fire substation, (with ALS service), located directed across the street on Daniels Parkway. The South Trail Fire District is also in the process of planning for construction, a new substation, to be built approximately three miles East of your project within the Gateway community.

Should you have any questions with regards to this response, please do not hesitate to contact my office.

Respectfully,

Clifford H. Paxson

Clifford H. Paxson
Chief

B.3

LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: 335-1604

John E. Manning
District One

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing Examiner

September 12, 2000

Mitch Hutchcraft, ASLA, AICP
Vanasse & Daylor, LLP
8270 College Parkway, Suite 205
Fort Myers, Florida 33919

Re: **Comprehensive Plan Amendment for Daniels Interchange**

Dear Mr. Hutchcraft:

Thank you for sending me information regarding the Comprehensive Plan Amendment for Daniels Interchange. When completed, Lee County EMS will provide emergency care to the residents and visitors of this area.

If the amendment is successful, the proposed build out population of 500 residential units, with two residence per dwelling based on the factor of 126 calls per 1,000 population, the estimated annual EMS impact is 126 calls. The impact of this amendment would not affect the levels of service provided by Lee County Emergency Medical Service.

If you would like to discuss this further, please call me at the above referenced number.

Respectfully submitted,

DIVISION OF PUBLIC SAFETY

H.C. "Chris" Hansen
EMS Program Manager

e. **Mass Transit**
Recently, Lee Tran has extended service on Daniels Parkway in the vicinity of the subject site. Route 85 provides access to the Bell Tower and the International Airport, as well as connection to the remainder of the Lee Tran service area. A copy of the Lee Tran Route Map is attached.

f. **Schools:**
The proposed development is anticipated to be a high-end residential development, which typically generates minimal demand on school resources. Further, the anticipated product type is expected to range from a low of $250,000 - $1,000,000 and higher. Because of the increase in property values and the low generation of school demand, it is anticipated that the project will have a positive net impact on the school system. Attached in Appendix "B3" is a copy of the letter provided by the Lee County School District.

C. Environmental Impacts:

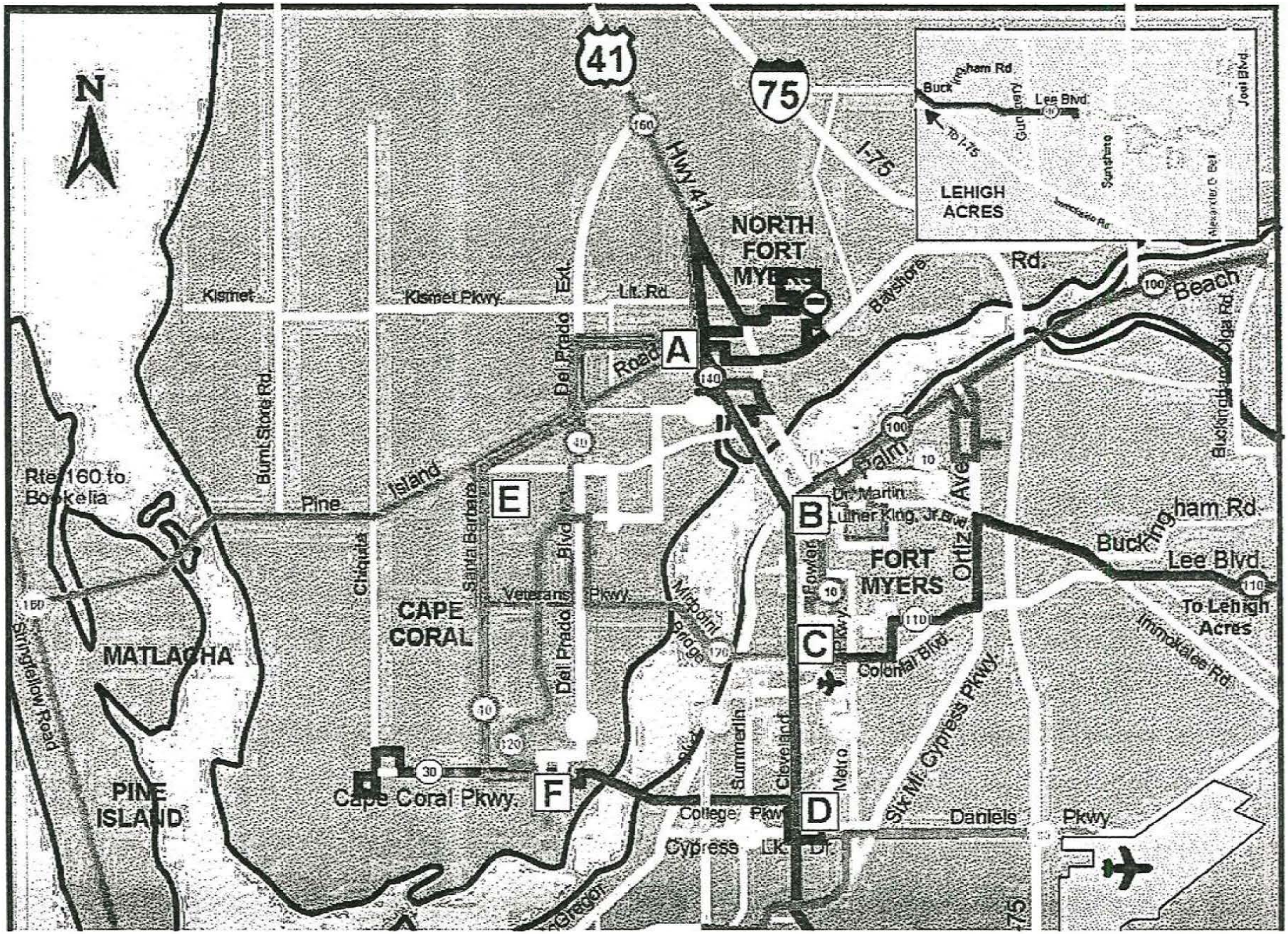
C.1. FLUCCS Mapping:
The subject property is predominated by agriculture or impacted FLUCCS categories, with minimal wetland areas. A copy of the FLUCCS Mapping prepared by Boylan Environmental Services is attached.

C.2. Soils:
Exhibit C.2. depicts the soils found on the property, as depicted in the Soil Classification Survey for Lee County. There are 4 different soil classifications within the subject property. Listed below is each of the classifications and their descriptions.

(26) *Pineda Fine Sand*
This is a nearly level, poorly drained soil on sloughs. Slopes are smooth to slightly concave and range from 0 to 1 percent. Natural vegetation consists of pineland threeawn, panicums, sedges, maidencain, wax myrtle, South Florida slash pine, and scattered clumps of saw palmetto.

(27) *Pompano Fine Sand*
This is a nearly level, poorly drained soil in depressions. Slopes are concave and less than 1 percent. Natural vegetation consists of St. Johnswort and wax myrtle.

(28) *Immokalee Sand*
This is a nearly level, poorly drained soil in flatwoods areas. Slopes are smooth to convex and range from 0 to 2 percent. Natural vegetation consists of saw palmetto, fetterbush, pineland threeawn, and South Florida slash pine.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MATLACHA
Stringfellow Road
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Cleveland
Metro
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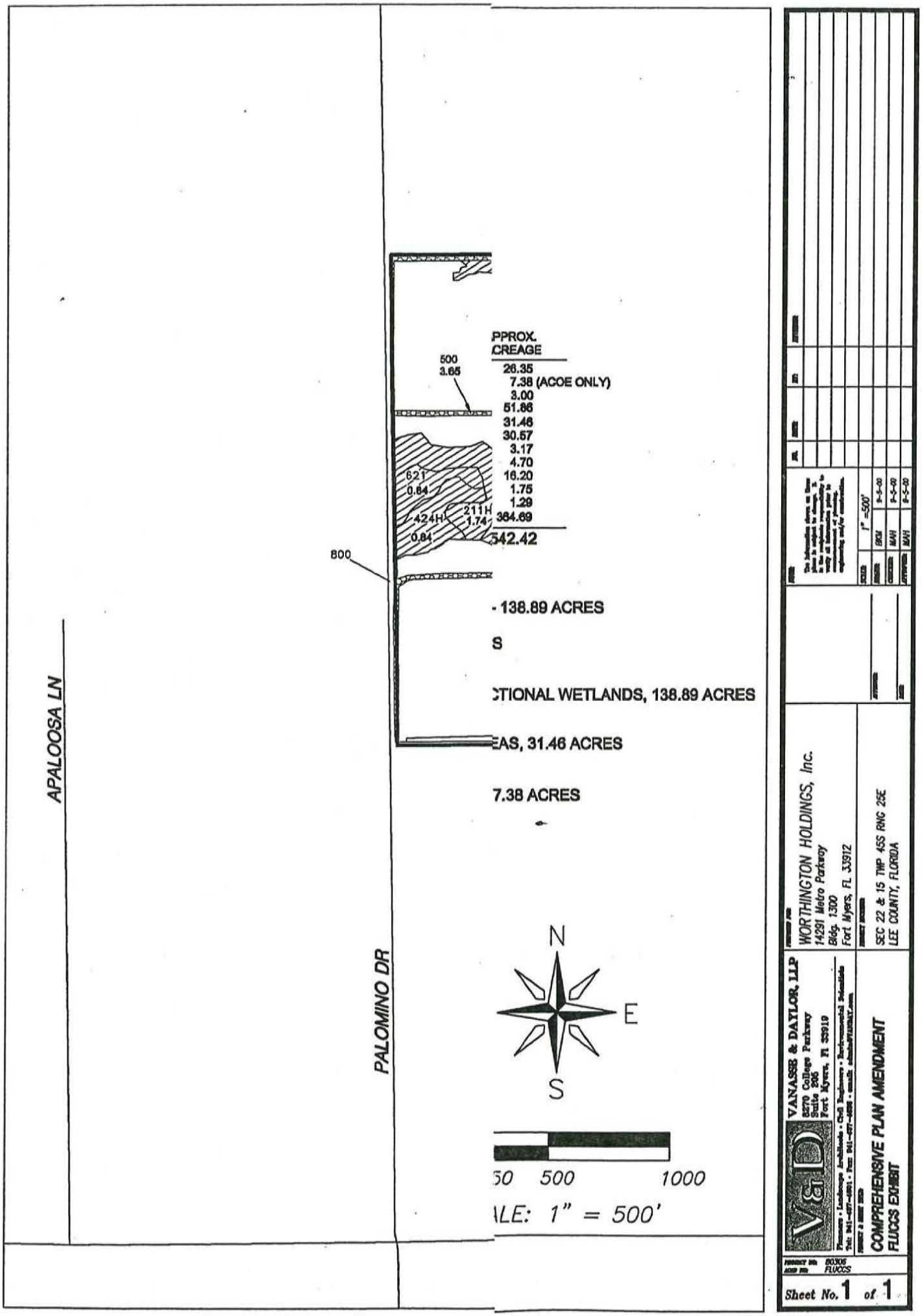
Cypress Lk. Dr.
Gregor



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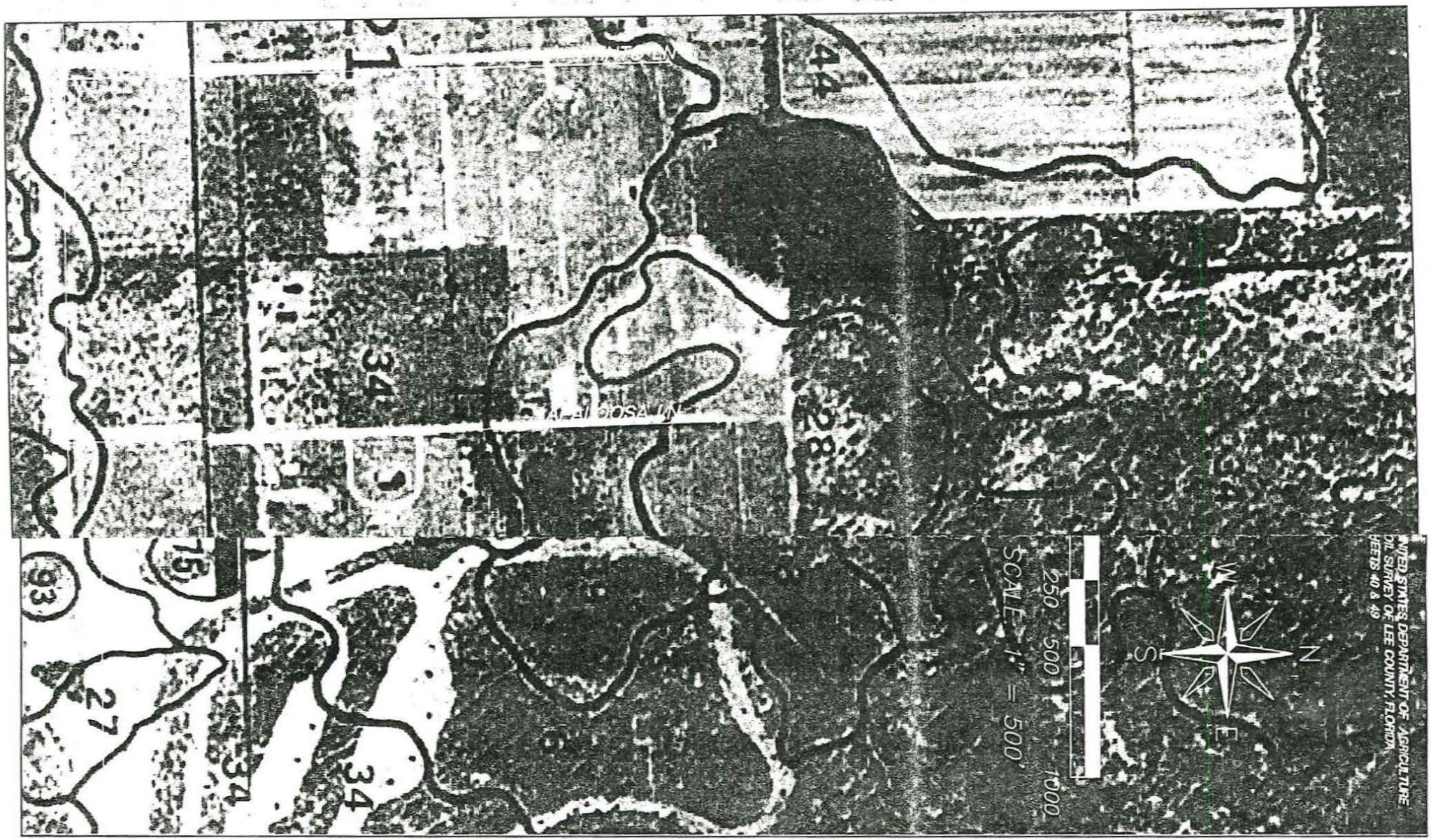
VANASSE & DAYLOR, LLP
8270 College Parkway
Suite 205
Fort Myers, Fl 33919
WORTHINGTON HOLDINGS, Inc.
14291 Metro Parkway
Bldg. 1300
Fort Myers, FL 33912
SEC 22 & 15 TWP 45S RNG 25E
LEE COUNTY, FLORIDA
COMPREHENSIVE PLAN AMENDMENT
FLUCCS EXHIBIT
80306
FLUCCS
Sheet No. 1 of 1
1" =500'

C.1



Sheet No. 1 of 1

V&D VANASSE & DAYLOR, LLP
8270 College Parkway
Suite 205
Fort Myers, Fl 33919
Planners · Landscape Architects · Civil Engineers · Environmental Scientists
Tel: 941-437-6501 · Fax: 941-437-6538 · email: admin@VANDAY.com

PROJECT & SHEET TITLE
COMPREHENSIVE PLAN AMENDMENT
SOILS EXHIBIT

PREPARED FOR
WORTHINGTON HOLDINGS, Inc.
14291 Metro Parkway
Bldg. 1300
Fort Myers, FL 33912

PROJECT NUMBER
SEC 22 & 15 TWP 45S RNG 25E
LEE COUNTY, FLORIDA

APPROVED
DATE

NOTE
The information shown on these plans is subject to change. It is the contractors responsibility to verify all information prior to commencement of planning, engineering and/or construction.

SCALE	1" =500'	
DRAWN	BKM	9-5-03
CHECKED	MAH	9-5-03
APPROVED	MAH	9-5-03

NO.	DATE	BY	REVISION

C.2

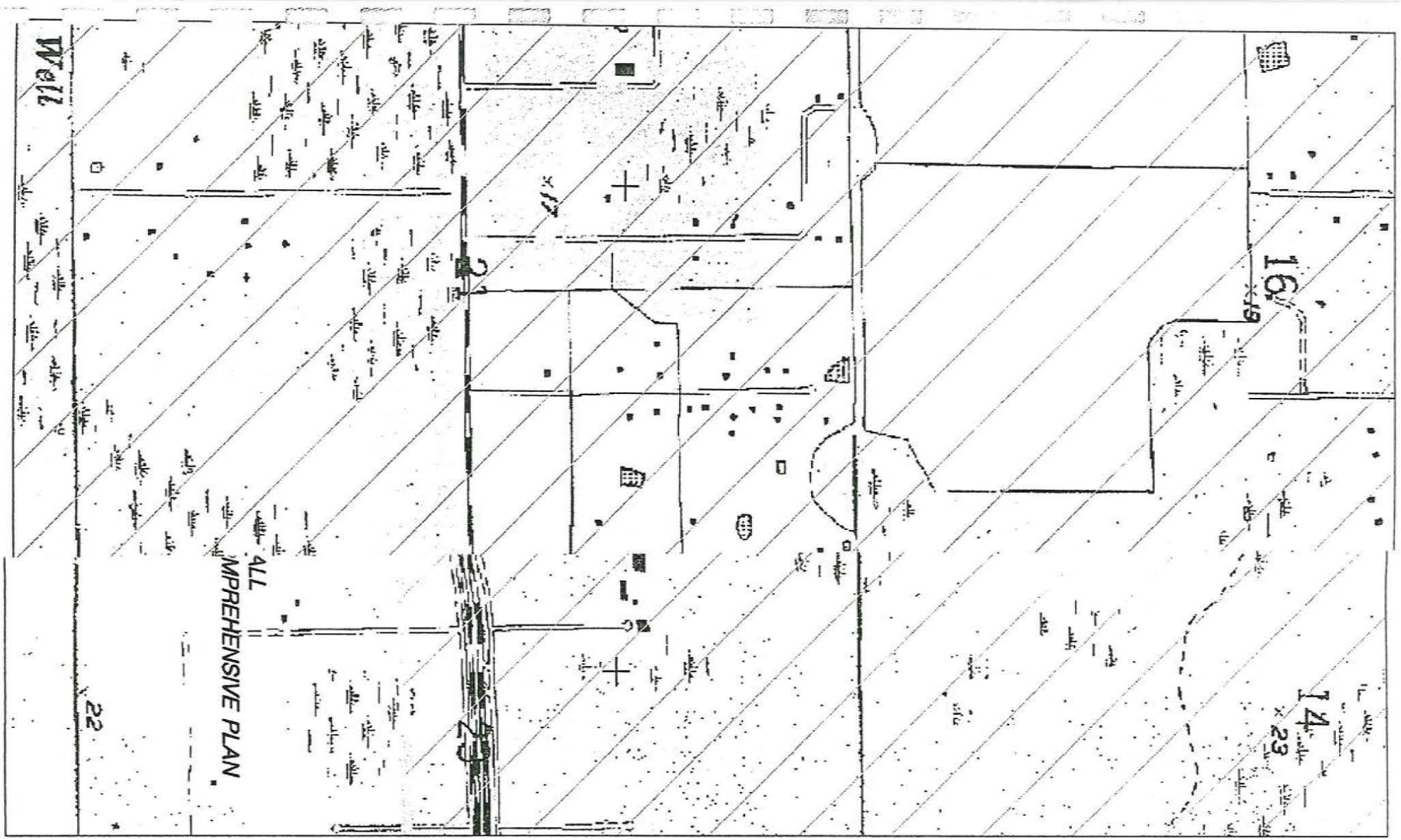
(34) *Malabar Fine Sand*
This is a nearly level, poorly drained soil in sloughs. Slopes are smooth to concave and range from 0 to 1 percent. The available water capacity is low in the surface and subsurface layers and the upper part of the subsoil and medium in the lower part of the subsoil. Natural fertility is low. Natural vegetation consists of pineland threeawn, wax myrtle, scattered saw palmetto, maidencaine, panicum, and South Florida slash pine.

C.3. Topographic Map:
Exhibit C.3. depicts the general topography for the subject property and surrounding areas. This information was obtained from the USGS Quad Sheet Data. Further, the 100-year flood plain, as identified by Map 9 of the Lee Plan, has been overlain on the Topographical map.

C.4. Wetlands, aquifer recharge areas, and rare and unique uplands.
Exhibit C.1 depicts the wetlands that are contained within the subject property. There are no aquifer recharge areas or rare and unique uplands on the site.

C.5. Protected Species:
As documented in PAM/T 98-07, Passarella and Associates conducted a protected species survey on the 153-acre parent tract. An updated species survey is being prepared by this applicant, and will be submitted as part of a rezoning application.

The survey submitted in PAM/T 98-07 included habitat types on the project site with the potential to be utilized by Lee County listed species. Snowy egret was the only Lee County protected species found during the April 10, 1998 protected species survey. The snowy egret was observed feeding at the edge of the borrow area (FLUCFCS Code 742). There was no nesting activity associated with this listed species on the project site.



Sheet No. 1 of 1	PROJECT NO. 80306 / ACAD NO. FLOOD-TOPO	**VANASSE & DAYLOR, LLP** 8270 College Parkway Suite 206 Fort Myers, Fl 33919 Planners - Landscape Architects - Civil Engineers - Environmental Scientists Tel: 941-437-4591 - Fax: 941-437-4536 - email: admin@VANDAY.com	PREPARED FOR: WORTHINGTON HOLDINGS, Inc. 14291 Metro Parkway Bldg. 1300 Fort Myers, FL 33912
		PROJECT & SHEET TITLE: **COMPREHENSIVE PLAN AMENDMENT** **TOPO MAP WITH 100 YEAR FLOOD PRONE AREAS**	PROJECT LOCATION: SEC 22 & 15 TWP 45S RNG 25E LEE COUNTY, FLORIDA

SCALE:	1" =500'	
DESIGN:	BKM	9-5-00
CHECKED:	MAH	9-5-00
APPROVED:	MAH	9-5-00

C.3

The protected species survey located three abandoned red-cockaded woodpecker cavity trees within the limits of the subject property and one abandoned RCW cavity tree within 25 feet of the property limits. The cavity trees were located within the Pine Flatwoods, Disturbed (FLUCFCS 4119) habitats. A RCW nesting season survey was conducted for a period of seven consecutive days beginning April 10 and ending April 16, 1998. The nesting season survey was conducted to determine the foraging potential of existing pinewoods by RCW and activity status of the cavity trees. The RCW surveys identified no RCW nesting or foraging activity on or adjacent to the project site.

D. Impacts on Historic Resources:
The project will have no impacts to any mapped Historic Resources.

E. Internal Consistency with the Lee Plan:
The proposed amendment is consistent with the following goals, objectives and policies of the Lee Plan, the State Comprehensive Plan, and the Strategic Regional Policy Plan.

Lee Plan:

1.) Vision Statement:
The Daniels Parkway vision statement indicates that this area is one of the primary gateways into Lee County. The proposed amendment will result in the coordinated development of the northwest quadrant of the Daniels/I-75 interchange. Further, the reduction in commercial intensity will result in less visual impact at this prominent gateway.

The vision statement continues, "much of the existing vacant land will be developed into low density gated communities." The proposed amendment furthers this vision, and brings the subject property into a greater level of compatibility with the surrounding uses.

2.) Policy 1.1.6 – Outlying Suburban:
The proposed amendment converting the Mixed Use Interchange to Outlying Suburban will allow for the development of low-density residential projects consistent with the provisions of Policy 1.1.6. Further, by amending the subject property to a land use category that currently exists adjacent to two sides of the amendment area, greater compatibility will be assured between future and existing uses.

3.) Objective 2.1 – Development Location:
The proposed amendment is consistent with Objective 2.1 because is allows for contiguous, compact growth patterns in an area where existing infrastructure is in place and sufficient to accommodate the proposed use.

4.) **Policy 2.1.1:**
This policy directs the majority of commercial, industrial and residential development to areas designated Future Urban on the Future Land Use Map. While the proposed amendment will reduce the permitted intensity of the subject property, it will remain a Future Urban category. Therefore the proposed amendment is consistent with this policy.

5.) **Objective 2.2. – Development Timing:**
Objective 2.2 directs new growth to those areas that have sufficient public infrastructure to support the proposed development. The proposed amendment is clearly consistent with this policy, in that the current land use would generate significantly greater demands on public infrastructure than the proposed use. Therefore the amendment will actually reduce the demand on infrastructure that has already been determined sufficient to accommodate greater intensities of development.

6.) **Goal 4:**
Goal 4 encourages mixed-use development and integrated design. While the proposed amendment will not encourage mixed-use development, the resulting project will allow for a comprehensive master plan on more than 500 acres. This master plan is well integrated, functionally related, and consistent with adjacent uses.

Further, the applicant not only owns the property that is the subject of this amendment, but property to the north and the south. This ownership will provide the opportunity to develop the project in an integrated fashion, maintaining a unified aesthetic theme and coordinating the provision of infrastructure.

7.) **Policy 5.1.1:**
The amendment will allow for a coordinated planned development on approximately 500 acres.

8.) **Policy 5.1.5:**
The proposed amendment allows for the development of a residential planned development that is compatible with the land uses to the north, east and west. Further, because the owner of the subject property also owns the undeveloped commercial land to the south, a coordinated development plan is being developed to ensure that the adjacent uses are appropriately located and adequately buffered to ensure that the character and integrity of each is maintained.

9.) **Policy 5.1.6:**
The proposed amendment will allow for a low density, golf course community which will provide a mix of residential unit types, as well as the ability to provide a significant amount of open space, buffering, landscaping and recreational amenities for its residents.

10.) **Standards 11.1 and 11.2:**
The proposed project will be served by Lee County Utilities.

11.) **Standard 11.3:**
The resulting project will be processed as a Planned Development, and will submit a detailed TIS to document concurrency with the surrounding transportation network. Further, the proposed amendment will result in a reduction of allowed intensity within the subject property, thereby reducing trips on surrounding roadways.

12.) **Objective 28.2:**
The subject property is serviced by access to mass transit.

13.) **Policy 36.1.5:**
The proposed development will be serviced by public sanitary sewer services.

14.) **Policy 40.3.1(A):**
The proposed development will be designed in conformance with the Six Mile Cypress Watershed requirements.

15.) **Policy 45.2.1:**
The proposed development is located in an established fire district, and in an area where public water is available.

16.) **Goal 52 – Development Requirements:**
The proposed development will meet or exceed all required open space standards for residential developments.

17.) **Policy 79.1.1:**
The proposed development will comply with the County's new Hurricane Mitigation program. It is anticipated that the finished floor elevations will be above the Category 3 flood zone.

18.) **Policy 84.1.2:**
The proposed project will, to the extent possible, integrate existing wetland, as well as connect historic or desired flow ways. Any impacts to jurisdictional wetlands will be in conformance with SFWMD or DEP dredge and fill permits or exemptions.

19.) **Policy 100.9.5:**
The proposed density and intensity of the subject property following the FLUM amendment will be compatible with or improve the area's existing character.

20.) **Policy 100.9.6:**
The proposed amendment will ensure that the proposed land uses acceptably minimize adverse drainage, environmental, spatial, traffic, noise and glare impacts on adjacent uses.

State Plan:

1.) **Goal 16(a):**
The project will have access to adequate public facilities, as noted in Section B.

2.) **Policies 16(b)1 and 3:**
The amendment will allow for a mix of residential unit types, and ensure a well-integrated transition from the commercial uses along Daniels Parkway to the residential areas to the north and west.

Regional Policy Plan:

1.) **Goal I-1:**
This amendment will permit for a greater mix of housing types on the over all site.

2.) **Policies I-5.1.c. and 2:**
Approval of this amendment will allow for compact, efficient and compatible development patterns.

3.) **Policies V-3.1 and 2:**
The amendment will allow for residential uses next to an area that provides for significant business activities.

F. **Additional Requirements for Specific Future Land Use Amendments:**
The proposed amendment does not contain any provisions that require additional information under this section.

G. **Planning Justification:**
The subject property originally had the land use designation and zoning in place to accommodate a regional mall. Due to this site's proximity to the Bell Tower and Edison Mall, and the community's changing demographics, the demand for a regional shopping facility has moved south, leaving this site inappropriately designated. During this same time frame, the Daniels Parkway Corridor has continued to develop as a high-end residential corridor, with limited commercial areas pushed towards major nodes.

The most recent amendment on this property (PAM/T 98-07) recognized these two developments, and tried to establish a land use category that would allow for commercial and industrial components, as well as accommodate a residential component that would help create a transition between the commercial uses and the lower density residential uses to the north and west.

Since the 1998 amendment was submitted, the residential demand in this area continues to be for moderate to low density uses, as demonstrated by the recent approval of Danforth RPD, immediately across Palomino Road from the subject property. Additionally, due to a lack of large, developable parcels in Lee County, there continues to be a demand for golf course communities. Because of the very stringent limitations on land use percentages within the Mixed Use Interchange land use category, accommodating the desire for low density residential and golf course uses within the Mixed Use Interchange is impossible. Further, because of the size and amount of

wetlands on the Outlying Suburban land to the north of the subject property, there is insufficient space to develop a stand alone residential development, without integrating the "Daniels Interchange MPD" land.

For these reasons, the applicant is requesting that the Mixed Use Interchange land use category be reverted to Outlying Suburban in order to allow this property to be planned in conjunction with the land to the north, resulting in sufficient area to develop a moderate to low-density golf course community. This community is consistent with the surrounding land uses, environmental characteristics and density of the immediate area.

It is also important to note that the demand for commercial within this quadrant of Interstate 75 can still be accommodated in the vacant 35 + acres that are still designated as General Interchange.

The result of this amendment will be a reduction in permitted density and intensity, and therefore a reduction in demand on surrounding water, sewer, police, EMS, traffic and educational resources. For these reasons, the applicant submits that the requested amendment is consistent with the Lee Plan and sound planning principles, and should therefore, be approved.

Project Team:
Renaissance Future Land Use Amendment

Planning:
Mitchel A. Hutchcraft, ASLA, AICP
Vanasse & Daylor, LLP
12730 New Brittany Blvd.
Suite 600
Fort Myers, Florida

Engineering:
Mark McCleary, President
Community Engineering Services
9200 Bonita Beach Road
Suite 213
Bonita Springs, FL 34135

Legal:
Russell Schropp
Henderson, Franklin, Starnes and Holt
1715 Monroe Street
Fort Myers, FL 33901

Environmental:
RaeAnn Boylan
Boylan Environmental Services
11000 Metro Parkway
Suite 4
Fort Myers, FL 33912

ASSIGNMENT OF CONTRACT AGREEMENT

THIS AGREEMENT entered into this ____ day of July_____, 2000, by and between **BRIAN SCOTT HOLDINGS, INC.** ("Brian Scott") and **WORTHINGTON GROUP OF SOUTHWEST FLORIDA, INC.** ("Worthington"):

W I T N E S S E T H :

WHEREAS, Brian Scott has entered into a Contract for Sale and Purchase Agreement dated July 25, 2000, with LEON JOHN SMIZER and BETTY JEAN SMIZER, husband and wife, (the "Seller"), pertaining to real property as more particularly described on the contract attached here to as Exhibit "A" (the "Contract"); and

WHEREAS, Brian Scott desires to assign the contract to Worthington, and Worthington desires to accept the Assignment of Contract subject to the terms and conditions set forth below.

NOW THEREFORE, in consideration of the sum of $10.00 and the mutual covenants and obligations set forth below, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Recitals. The Recitals are incorporated herein as the expressions of the intentions of the parties hereto;

2. Assignment. Brian Scott hereby assigns all of its right, title and interest in the Contract to Worthington. There exists an agreement between Brian Scott and Worthington dated December 29, 1999, governing the assignment of certain contracts between Brian Scott and Worthington. The contract being assigned hereunder is not governed by that Agreement insofar as the average price is concerned, (i.e. the rolling average of $17,500.00 per acre) otherwise the terms of that Agreement shall apply.

3. Assignment Fee. As consideration for Brian Scott's Assignment of the Contract to Worthington, Worthington shall pay Brian Scott an assignment fee of ~~10%~~ 5% of the actual purchase price or before the closing of the contract being conveyed.

4. Attorney's Fees - Costs. In any litigation arising out of this Agreement, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

Donna M. Parese
Witness

Witness

BRIAN SCOTT HOLDINGS, INC.

By: _____
Jeffrey B. Freeman, President

Witness

Witness

WORTHINGTON GROUP OF
SOUTHWEST FLORIDA, INC.

By: _____
Jeff Darragh, President

F:\WPDATA\SED\BRIANSCO\SMIZER\ASSIGNCO.WPD

THIS FORM HAS BEEN APPROVED BY THE
FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR.



Contract for Sale and Purchase

FLORIDA ASSOCIATION OF REALTORS®
AND THE FLORIDA BAR

PARTIES: Leon John Smizer and Betty Jean Smizer (Husband & Wife), ETAL ("Seller"), of 2020 Bahama Ave., Fort Myers, FL 33905 (Phone) _____, and Brian Scott Holdings, Inc., successors and/or assigns ("Buyer"), of 25435 Loblolly Bay Rd. SW, LaBelle, FL 33935 (Phone) 941-675-1800, hereby agree that Seller shall sell and Buyer shall buy the following described real property and personal property (collectively "Property") pursuant to the terms and conditions of this Contract for Sale and Purchase and any riders and addenda ("Contract"):

I. DESCRIPTION:

(a) Legal description of the Real Property located in Lee County, Florida: Property consisting of 2.5 acres (m/l), all lying in SEC 15, TWP 45S, RNG 25E bearing STRAP #'s - 15-45-25-00-00001.009B and 15-45-25-00-00001.0090

(b) Street address, city, zip, of the Property is: 9130 and 9250 Penzance Blvd., Fort Myers, FL 33912

(c) Personal Property: Range (s), Dishwasher (s), Refrigerator (s), Washer (s) and Dryer (s)

II. PURCHASE PRICE: $ 175,000.00

PAYMENT:

(a) Deposit held in escrow by Fidelity National Title (Escrow Agent) in the amount of $ 5,000.00

(b) Additional escrow deposit to be made to Escrow Agent within 30 days after Effective Date (see Paragraph III) in the amount of $ 5,000.00

(c) Subject to AND assumption of existing mortgage in good standing in favor of _____ having an approximate present principal balance of $ -0-

(d) New mortgage financing with a Lender (see Paragraph IV) in the amount of $ -0-

(e) Purchase money mortgage and note to Seller (see rider for terms) in the amount of $ -0-

(f) Other: $ -0-

(g) Balance to close by U.S. cash or LOCALLY DRAWN cashier's or official bank check(s), subject to adjustments or prorations $ 165,000.00

III. TIME FOR ACCEPTANCE OF OFFER; EFFECTIVE DATE; FACSIMILE: If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or before July , 2000, the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. For purposes of delivery or notice of execution, parties include Buyer and Seller or each of the respective brokers or attorneys. The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed this offer. A facsimile copy of this Contract and any signatures hereon shall be considered for all purposes as an original.

IV. FINANCING:

☒ (a) This is a cash transaction with no contingencies for financing;

☐ (b) This Contract is conditioned on Buyer obtaining a written loan commitment within ___ days after Effective Date for (CHECK ONLY ONE): ☐ a fixed; ☐ an adjustable; or ☐ a fixed or adjustable rate loan in the principal amount of $ _____, at an initial interest rate not to exceed _____ % , discount and origination fees not to exceed _____ % of principal amount, and for a term of _____ years. Buyer will make application within ___ days (5 days if left blank) after Effective Date and use reasonable diligence to obtain a loan commitment and, thereafter, to satisfy terms and conditions of the commitment and close the loan. Buyer shall pay all loan expenses. If Buyer fails to obtain a commitment or fails to waive Buyer's rights under this subparagraph within the time for obtaining a commitment or, after diligent effort, fails to meet the terms and conditions of the commitment by the closing date, then either party thereafter, by written notice to the other, may cancel this Contract and Buyer shall be refunded the deposit(s); or

☐ (c) The existing mortgage, described in Paragraph II(c) above, has: ☐ a variable interest rate; or ☐ a fixed interest rate of _____ % per annum. At time of title transfer, some fixed interest rates are subject to increase; if increased, the rate shall not exceed _____ % per annum. Seller shall furnish a statement from each mortgagee stating the principal balance, method of payment, interest rate and status of mortgage or authorize Buyer or Closing Agent to obtain the same. If Buyer has agreed to assume a mortgage which requires approval of Buyer by the mortgagee for assumption, then Buyer shall promptly obtain the necessary application and diligently complete and return it to the mortgagee. Any mortgagee charge(s), not to exceed $ _____ (1% of amount assumed if left blank), shall be paid by Buyer. If Buyer is not accepted by mortgagee or the requirements for assumption are not in accordance with the terms of this Contract or mortgagee makes a charge in excess of the stated amount, Seller or Buyer may rescind this Contract by written notice to the other party unless either elects to pay the increase in interest rate or excess mortgage charges.

V. TITLE EVIDENCE: At least 60 days before closing date, (CHECK ONLY ONE): ☒ Seller shall, at Seller's expense, deliver to Buyer or Buyer's attorney; or ☐ Buyer shall at Buyer's expense obtain (CHECK ONLY ONE): ☐ abstract of title; or ☒ title insurance commitment (with legible copies of instruments listed as exceptions attached thereto) and, after closing, an owner's policy of title insurance.

VI. CLOSING DATE: This transaction shall be closed and the closing documents delivered on March 15, 2001, unless modified by other provisions of this Contract.

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VII. RESTRICTIONS; EASEMENTS; LIMITATIONS: Buyer shall take title subject to: comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry; public utility easements of record (easements are to be located contiguous to real property lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side lines, unless otherwise stated herein); taxes for year of closing and subsequent years; assumed mortgages and purchase money mortgages, if any (if additional items, see addendum); provided, that there exists at closing no violation of the foregoing and none prevent use of the Property for residential purpose(s).

VIII. OCCUPANCY: Seller warrants that there are no parties in occupancy other than Seller; but if Property is intended to be rented or occupied beyond closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to Standard F. Seller shall deliver occupancy of property to Buyer at time of closing unless otherwise stated herein. If occupany is to be delivered before closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy unless otherwise stated herein.

IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions, riders and addenda shall control all printed provisions of this Contract in conflict with them.

X. RIDERS: (CHECK those riders which are applicable AND are attached to this Contract):

☐ COMPREHENSIVE RIDER	☐ HOMEOWNERS' ASSN.	☐ COASTAL CONSTRUCTION CONTROL LINE
☐ CONDOMINIUM	☐ "AS IS"	☐ INSULATION
☐ VA/FHA	☐ LEAD-BASED PAINT	☐ _____

XI. ASSIGNABILITY: (CHECK ONLY ONE): Buyer ☒ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ☐ may not assign this Contract.

XII. DISCLOSURES:

(a) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon or Radon testing may be obtained from your County Public Health unit.

(b) Buyer acknowledges receipt of the Florida Building Energy-Efficiency Rating System Brochure.

(c) If the real property includes pre-1978 residential housing then a lead-based paint rider is mandatory.

(d) If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act.

(e) If Buyer will be obligated to be a member of a homeowners' association, BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION DISCLOSURE.

XIII. MAXIMUM REPAIR COSTS: Seller shall not be responsible for payments in excess of:

(a) $ -0- for treatment and repair under Standard D (if blank, then 2% of the Purchase Price).

(b) $ -0- for repair and replacement under Standard N (if blank, then 3% of the Purchase Price).

XIV. SPECIAL CLAUSES; ADDENDA: If additional terms are to be provided, attach addendum and CHECK HERE ☒.

XV. STANDARDS FOR REAL ESTATE TRANSACTIONS: Standards A through W on the reverse side or attached are incorporated as a part of this Contract.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR.

Approval does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

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(Buyer)	Brian Scott Holdings, Inc.	(Date) 7/25/2000	(Seller)	Jeon John Smizer	(Date) 7-25-00
Social Security or Tax I.D. #			Social Security or Tax I.D. #		
(Buyer)		(Date)	(Seller)	Betty Jean Smizer	(Date) 7-25-00
Social Security or Tax I.D. #			Social Security or Tax I.D. #		

Deposit under Paragraph II (a) received; IF OTHER THAN CASH, THEN SUBJECT TO CLEARANCE.

_____ (Escrow Agent)

BROKER'S FEE: The brokers named below, including listing and cooperating brokers, are the only brokers entitled to compensation in connection with this Contract:

Name: Chuck Mayhugh Realty, Inc. 58	Brian Scott Realty, Inc. 58
Cooperating Brokers, if any	Listing Broker

Buyer (JDP) (_____) and Seller (JSL) (BJS) acknowledge receipt of a copy of this page.

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STANDARDS FOR REAL ESTATE TRANSACTIONS

A. EVIDENCE OF TITLE: (1) An abstract of title prepared or brought current by a reputable and existing abstract firm (if not existing then certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the real property recorded in the public records of the county wherein the real property is located through Effective Date. It shall commence with the earliest public records, or such later date as may be customary in the county. Upon closing of this Contract, the abstract shall become the property of Buyer, subject to the right of retention thereof by first mortgagee until fully paid. (2) A title insurance commitment issued by a Florida licensed title insurer agreeing to issue Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price, insuring Buyer's title to the real property, subject only to liens, encumbrances, exceptions or qualifications provided in this Contract and those to be discharged by Seller at or before closing. Seller shall convey marketable title subject only to liens, encumbrances, exceptions or qualifications provided in this Contract. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving evidence of title to examine it. If title is found defective, Buyer shall within said 5 days notify Seller in writing specifying the defect(s). If defect(s) render title unmarketable, Seller will have 30 day from receipt of notice to remove the defects, failing which Buyer shall, within five (5) days after expiration of the thirty (30) day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall be immediately returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) within the time provided therefor. If Seller is unable to timely correct the defects, Buyer shall either waive the defects, or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract. If evidence of title is delivered to Buyer less than 5 days prior to closing, Buyer may extend closing date so that Buyer shall have up to 5 days from date of receipt of evidence of title to examine same in accordance with this Standard.

B. PURCHASE MONEY MORTGAGE; SECURITY AGREEMENT TO SELLER: A purchase money mortgage and mortgage note to Seller shall provide for a 30-day grace period in the event of default if a first mortgage and a 15-day grace period if a second or lesser mortgage; shall provide for right of prepayment in whole or in part without penalty; shall permit acceleration in event of transfer of the real property; shall require all prior liens and encumbrances to be kept in good standing and forbid modifications of or future advances under prior mortgage(s); shall require Buyer to maintain policies of insurance containing a standard mortgagee clause covering all improvements located on the real property against fire and all perils included within the term "extended coverage endorsements" and such other risks and perils as Seller may reasonably require, in an amount equal to their highest insurable value; and the mortgage, note and security agreement shall be otherwise in form and content required by Seller; but Seller may only require clauses and coverage customarily found in mortgages, mortgage notes and security agreements generally utilized by savings and loan institutions or state or national banks located in the county wherein the real property is located. All personal property and leases being conveyed or assigned will, at Seller's option, be subject to the lien of a security agreement evidenced by recorded financing statements. If a balloon mortgage, the final payment will exceed the periodic payments thereon.

C. SURVEY: Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the real property surveyed and certified by a registered Florida surveyor. If the survey discloses encroachments on the real property or that improvements located thereon encroach on setback lines, easements, lands of others or violate any restrictions, Contract covenants or applicable governmental regulation, the same shall constitute a title defect.

D. TERMITES/WOOD DESTROYING ORGANISMS: Buyer, at Buyer's expense, within the time allowed to deliver evidence of title, may have the Property inspected by a Florida Certified Pest Control Operator ("Operator") to determine if there is any visible active termite infestation or visible damage from termite infestation, excluding fences. If either or both are found, Buyer shall have 4 days from date of written notice thereof within which to have cost of treatment, if required, estimated by the Operator and all damage inspected and estimated by a licensed builder or general contractor. Seller shall pay valid costs of treatment and repair of all damage up to the amount provided in Paragraph XIII(a). If estimated costs exceed that amount, Buyer shall have the option of canceling this Contract within 5 days after receipt of contractor's repair estimate by giving written notice to Seller or Buyer may elect to proceed with the transaction, and receive a credit at closing on the amount provided in Paragraph XIII(a). "Termites" shall be deemed to include all wood destroying organisms required to be reported under the Florida Pest Control Act, as amended.

E. INGRESS AND EGRESS: Seller warrants and represents that there is ingress and egress to the real property sufficient for its intended use as described in Paragraph VII hereof, title to which is in accordance with Standard A.

F. LEASES: Seller shall, not less than 15 days before closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, rental rates, advanced rent and security deposit paid by tenant. If Seller is unable to obtain such letter from each tenant, the same information shall be furnished by Seller and Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact tenant to confirm such information. Seller shall, at closing, deliver and assign all original leases to Buyer.

G. LIENS: Seller shall furnish to Buyer at time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the real property for 90 days immediately preceding date of closing. If the real property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at the closing of this Contract.

H. PLACE OF CLOSING: Closing shall be held in the county wherein the real property is located at the office of the attorney or other closing agent ("Closing Agent") designated by Seller.

I. TIME: In computing time periods of less than six (6) days, Saturdays, Sundays and state or national legal holidays shall be excluded. Any time periods provided for herein which shall end on a Saturday, Sunday, or a legal holiday shall extend to 5:00 p.m. of the next business day. **Time is of the essence in this Contract.**

J. CLOSING DOCUMENTS: Seller shall furnish the deed, bill of sale; construction lien affidavit, owner's possession affidavit, assignments of leases, tenant and mortgagee estoppel letters and corrective instruments. Buyer shall furnish closing statement, mortgage, mortgage note, security agreement and financing statements.

K. EXPENSES: Documentary stamps on the deed and recording of corrective instruments shall be paid by Seller. Documentary stamps and intangible tax on the purchase money mortgage and any mortgage assumed, mortgagee title insurance commitment with related fees, and recording of purchase money mortgage to Seller, deed and financing statements shall be paid by Buyer. Unless otherwise provided by law or rider to this Contract, charges for the following related title services, namely title or abstract charge, title examination, and settlement and closing fee, shall be paid by the party responsible for furnishing the title evidence in accordance with Paragraph V.

L. PRORATIONS; CREDITS: Taxes, assessments, rent, interest, insurance and other expenses of the Property shall be prorated through the day before closing. Buyer shall have the option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at closing shall be increased or decreased as may be required by prorations to be made through day prior to closing, or occupancy, if occupancy occurs before closing. Advance rent and security deposits will be credited to Buyer. Escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the real property by January 1st of year of closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties; failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. A tax proration based on an estimate shall, at request of either party, be readjusted upon receipt of tax bill on condition that a statement to that affect is signed at closing.

Buyer (_____) (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page.

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M. SPECIAL ASSESSMENT LIENS: Certified, confirmed and ratified special assessment liens as of date of closing (not as of Effective Date) are to be paid by Seller. Pending liens as of date of closing shall be assumed by Buyer. If the improvement has been substantially completed as of Effective Date, any pending lien shall be considered certified, confirmed or ratified and Seller shall, at closing, be charged an amount equal to the last estimate or assessment for the improvement by the public body.

N. INSPECTION, REPAIR AND MAINTENANCE: Seller warrants that the ceiling, roof (including the fascia and soffits) and exterior and interior walls, foundation, seawalls (or equivalent) and dockage do not have any Visible Evidence of leaks, water damage or structural damage and that the septic tank, pool, all appliances, mechanical items, heating, cooling, electrical, plumbing systems and machinery are in Working Condition. The foregoing warranty shall be limited to the items specified unless otherwise provided in an addendum. Buyer may, at Buyer's expense, have inspections made of those items within 20 days after the Effective Date, by a firm or individual specializing in home inspections and holding an occupational license for such purpose (if required) or by an appropriately licensed Florida contractor, and Buyer shall, prior to Buyer's occupancy, but not more than 20 days after Effective Date, report in writing to Seller such items that do not meet the above standards as to defects. Unless Buyer timely reports such defects, Buyer shall be deemed to have waived Seller's warranties as to defects not reported. If repairs or replacements are required to comply with this Standard, Seller shall cause them to be made and shall pay up to the amount provided in Paragraph XIII(b). Seller is not required to make repairs or replacements of a Cosmetic Condition unless caused by a defect Seller is responsible to repair or replace. If the cost for such repair or replacement exceeds the amount provided in Paragraph XIII(b), Buyer or Seller may elect to pay such excess, failing which either party may cancel this Contract. If Seller is unable to correct the defects prior to closing, the cost thereof shall be paid into escrow at closing. Seller shall, upon reasonable notice, provide utilities service and access to the Property for inspections, including a walk-through prior to closing, to confirm that all items of personal property are on the real property and, subject to the foregoing, that all required repairs and replacements have been made and that the Property, including, but not limited to, lawn, shrubbery and pool, if any, has been maintained in the condition existing as of Effective Date, ordinary wear and tear excepted. For purposes of this Contract: (a) "Working Condition" means operating in the manner in which the item was designed to operate; (b) "Cosmetic Condition" means aesthetic imperfections that do not affect the working condition of the item, including, but not limited to: pitted marcite; missing or torn screens; fogged windows; tears, worn spots, or discoloration of floor coverings, wallpaper, or window treatments; nail holes, scratches, dents, scrapes, chips or caulking in ceilings, walls, floorings, fixtures, or mirrors; and minor cracks in floors, tiles, windows, driveways, sidewalks, or pool decks; and (c) cracked roof tiles, curling or worn shingles, or limited roof life shall not be considered defects Seller must repair or replace, so long as there is no evidence of actual leaks or leakage or structrual damage, but missing tiles will be Seller's responsibility to replace or repair.

O. RISK OF LOSS: If the Property is damaged by fire or other casualty before closing and cost of restoration does not exceed 3% of the assessed valuation of the Property so damaged, cost of restoration shall be an obligation of Seller and closing shall proceed pursuant to the terms of this Contract with restoration costs escrowed at closing. If the cost of restoration exceeds 3% of the assessed valuation of the Property so damaged, Buyer shall have the option of either taking the Property as is, together with either the 3% or any insurance proceeds payable by virtue of such loss or damage, or of canceling this Contract and receiving return of the deposit(s).

P. PROCEEDS OF SALE; CLOSING PROCEDURE: The deed shall be recorded upon clearance of funds. If an abstract of title has been furnished, evidence of title shall be continued at Buyer's expense to show title in Buyer, without any encumbrances or change which would render Seller's title unmarketable from the date of the last evidence. All closing proceeds shall be held in escrow by Seller's attorney or other mutually acceptable escrow agent for a period of not more than 5 days after closing date. If Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5-day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect. If Seller fails to timely cure the defect, all deposit(s) and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the personal property, vacate the real property and reconvey the Property to Seller by special warranty deed and bill of sale. If Buyer fails to make timely demand for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale. If a portion of the purchase price is to be derived from institutional financing or refinancing, requirements of the lending institution as to place, time of day and procedures for closing, and for disbursement of mortgage proceeds shall control over contrary provision in this Contract. Seller shall have the right to require from the lending institution a written commitment that it will not withhold disbursement of mortgage proceeds as a result of any title defect attributable to Buyer mortgagor. The escrow and closing procedure required by this Standard shall be waived if the title agent insures adverse matters pursuant to Section 627.7841, F.S., as amended.

Q. ESCROW: Any escrow agent ("Agent") receiving funds or equivalent is authorized and agrees by acceptance of them to deposit them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with terms and conditions of this Contract. Failure of funds to clear shall not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities under the provisions of this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties hereto agree to its disbursement or until a judgement of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended. Any suit between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any suit wherin Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with these amounts to be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. The Agent shall not be liable to any party or person for misdelivery to Buyer or Seller of items subject to the escrow, unless such misdelivery is due to willful breach of the provisions of this Contract or gross negligence of Agent.

R. ATTORNEY'S FEES; COSTS: In any litigation, including breach, enforcement or interpretation, arising out of this Contract, the prevailing party in such litigation, which, for purposes of this Standard, shall include Seller, Buyer and any brokers acting in agency or nonagency relationships authorized by Chapter 475, F.S., as amended, shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

S. FAILURE OF PERFORMANCE: If Buyer fails to perform this Contract within the time specified, including payment of all deposits, the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be recovered and retained by and for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach.

T. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice given by or to the attorney for any party shall be as effective as if given by or to that party.

U. CONVEYANCE: Seller shall convey title to the real property by statutory warranty, trustee's, personal representative's or guardian's deed, as appropriate to the status of Seller, subject only to matters contained in Paragraph VII and those otherwise accepted by Buyer. Personal property shall, at the request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.

V. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

W. WARRANTY: Seller warrants that there are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed to Buyer.

Buyer (_____) (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page.

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ADDENDUM TO THAT CERTAIN CONTRACT FOR SALE AND PURCHASE ("CONTRACT") BETWEEN LEON JOHN SMIZER AND BETTY JEAN SMIZER, (Husband & Wife), ETAL, (Estate of May E. Smizer Radosin) HEREINAFTER SOMETIMES CALLED SELLER AND BRIAN SCOTT HOLDINGS, INC., SUCCESSORS OR ASSIGNS, HEREINAFTER SOMETIMES CALLED BUYER. COLLECTIVELY CALLED THE PARTIES.

In the event of any conflict between this Addendum and the Contract, this Addendum shall control.

1. The attached plat map labeled "Exhibit A" is made a part of this Contract by reference and depicts the SUBJECT PROPERTY consisting of approximately TWO AND ONE-HALF (2-1/2) Acres. (m/l).

2. The Contract includes the house(s), outbuilding(s), and other improvements located upon the Property and around the perimeter of the Property.
Any and all personal property, stored inside and outside of the house(s) and outbuilding(s), shall belong to the Seller and shall be removed by the Seller upon vacating the property at and upon the closing.

3. The buildings and all improvements on the subject property ("Property") shall be conveyed on an "AS IS" basis. The Seller makes no guarantee, warranty, or representation, expressed or implied, as to the condition of any of the buildings or improvements located on the Property or the personal property, if any, to be conveyed pursuant to this contract. Buyer acknowledges that he has had an adequate opportunity to personally inspect the buildings, improvements, and said personal property and accepts the buildings the buildings, improvements and said personal property in their condition as of the date of this Contract. Seller's sole obligation shall be to deliver the buildings, improvements and personal property to Buyer in the condition they existed on the date of this contract, normal wear and tear excepted. The provisions contained in this paragraph shall survive the closing anticipated herein.

4. Seller and Buyer hereby acknowledge and agree to the deletions of paragraph D. ("Termites/Wood Destroying Organisms") and paragraph N. ("Inspection, Repair and Maintenance") as contained in the Contract for Sale and Purchase agreement and more specifically, "Standards For Real Estate Transactions".

5. The Buyer and its engineers, surveyors, and other agents shall have thirty (30) days from the Effective Date (the "Investigation Period") in which to undertake such physical and other investigations of and concerning the Property as Buyer, in Buyer's sole opinion, which Buyer may deem appropriate or necessary in order to evaluate the characteristics of the Property.
For purposes of these investigations, Seller hereby grants to Buyer and Buyer's agents the right of entry upon the Property and any part thereof, during the Investigation Period for the purpose of undertaking such physical inspections and investigations and additionally permit the Buyer and/or its agents to take such soil test borings on the Property as necessary for the purpose herein; provided, however, that Buyer (I) shall

promptly restore any portions of the property affected by Buyer's inspection thereon to the condition which existed immediately prior to the inspections, and (ii) shall indemnify, protect, defend, and hold harmless Seller from and against any and all loses, costs, expenses, claims, demands, actions, causes of action, liabilities, judgments, awards, damages, injuries, fines, penalties, and forfeitures (including without limitation, the reasonable fees and expenses of attorneys, paralegal, and experts incurred before or during any trial or administrative proceeding, or in connection with any appellate proceeding) arising out of or in connection with any, personal injury, property damage, loss of profits, earnings, or wages, or any other damages whatsoever sustained, incurred, or suffered (or alleged to have been sustained, incurred, or suffered), by any person or entity as a result of or in connection with the activities of Buyer, its contractor, agents, or employees, on or about the Property. In the event the results of the inspections, investigations are, in Buyer's sole opinion, unacceptable to Buyer for any reason whatsoever, and Buyer notifies Seller of that fact not later than 5:00 P.M. on the last day of the Investigation Period, then at Buyer's option and upon Buyer's request, the deposit made by buyer to Escrow Agent shall be returned to buyer and, upon return thereof, this contact shall be terminated and become null and void and all parties hereto shall be relieved of all liabilities and obligation whatsoever to each other hereunder. In the event Buyer should fail to notify Seller of the unacceptability of any such inspection or investigations by 5:00 P.M. on the last day of the Investigatory Period (thirty days from the Effective Date) then such failure shall constitute a waiver of Buyer's right to terminate this contact on account thereof. Within three (3) business days following the expiration of the "Inspection Period" (as herein defined) (provided Buyer has not elected to terminate this Agreement pursuant to this paragraph) Buyer shall deliver an additional FIVE THOUSAND DOLLARS ($5,000.00) to the Escrow Agent , which shall become part of the Deposit, thereby increasing the Deposit to TEN THOUSAND DOLLARS ($10,000.00). At and upon such time, (expiration of the Inspection Period) the entire TEN THOUSAND DOLLARS ($10,000.00) shall all become non-refundable, unless Seller cannot convey a marketable title in accordance to paragraph "A. EVIDENCE OF TITLE: (2)" as contained in STANDARDS OF REAL ESTATE TRANSACTION" of the Contract For Sale and Purchase agreement.

6. Seller hereby acknowledges this Contract and its Addendum may be assigned to another party whereby the assigned party will be preparing and submitting certain documents and applications to the required and appropriate governmental agencies for a single family residential project, of which the subject Property will be a part of. At no cost to Seller and upon Buyers delivery to Seller, Seller agrees to promptly execute the necessary and required authorization form(s) to Buyer and or Buyers agent(s) to allow Buyer to make said applications.

7. Brokerage; Real Estate Commission. Seller and Buyer represent to each other that Brian Scott Realty, Inc. and Chuck Mayhugh Realty, Inc. are the sole real estate agents and brokers which are involved in connection with the negotiation of this real estate transaction. Seller agrees to pay a real estate commission, at the time of closing, in the total amount of ten (10%) per cent of the gross sales price. In the event that this matter should, for any reason, fail to close, then no commission shall be due and

payable, the same being earned only if the transaction contemplated hereby is actually closed. Seller and Buyer warrant and represent to the other that no other real estate broker or agent other than those identified above have been involved with or employed by either of them in connection with the consummation of this transaction. In the event a claim for commission is asserted by any other broker then the party against whom such claim is asserted shall indemnify and hold harmless the other party, including attorney fees, from such claim for commission.

8. **Broker Disclosure.** It is further understood between the parties herein, the Buyer, Brian Scott Holdings, Inc., and its President, Jeffrey B. Freeman, hereby discloses he is an active registered Florida real estate broker and may or may not have a financial interest in the purchase and consequent sale of the Property. Buyer hereby acknowledges that Chuck Mayhugh Realty, Inc. is acting as a transactional broker/agent and Brian Scott Realty, Inc. is representing and acting as Buyers agent, in connection to this transaction.

9. **Tax Deferred Exchange.** Buyer hereby acknowledges and agrees that it may be the intent of the Seller to effect an IRC 1030 tax deferred exchange which will not delay the closing or cause additional expense to the Buyer. The Seller's rights under this Contract may be assigned to a Qualified Intermediary for the purpose of completing such an exchange. Buyer agrees to cooperate with the Seller and the Qualified Intermediary in a manner necessary to complete the exchange, however, Seller shall be solely responsible for any and all costs associated to such exchange and shall hold Buyer harmless against any liability which arises or has claim to have arisen on account of such tax free exchange.

We the undersigned do hereby agree to the above this day and date as shown below.

Date 7-25-00

Seller: LEON JOHN SMIZER

Date 7-25-00

Seller: BETTY JEAN SMIZER

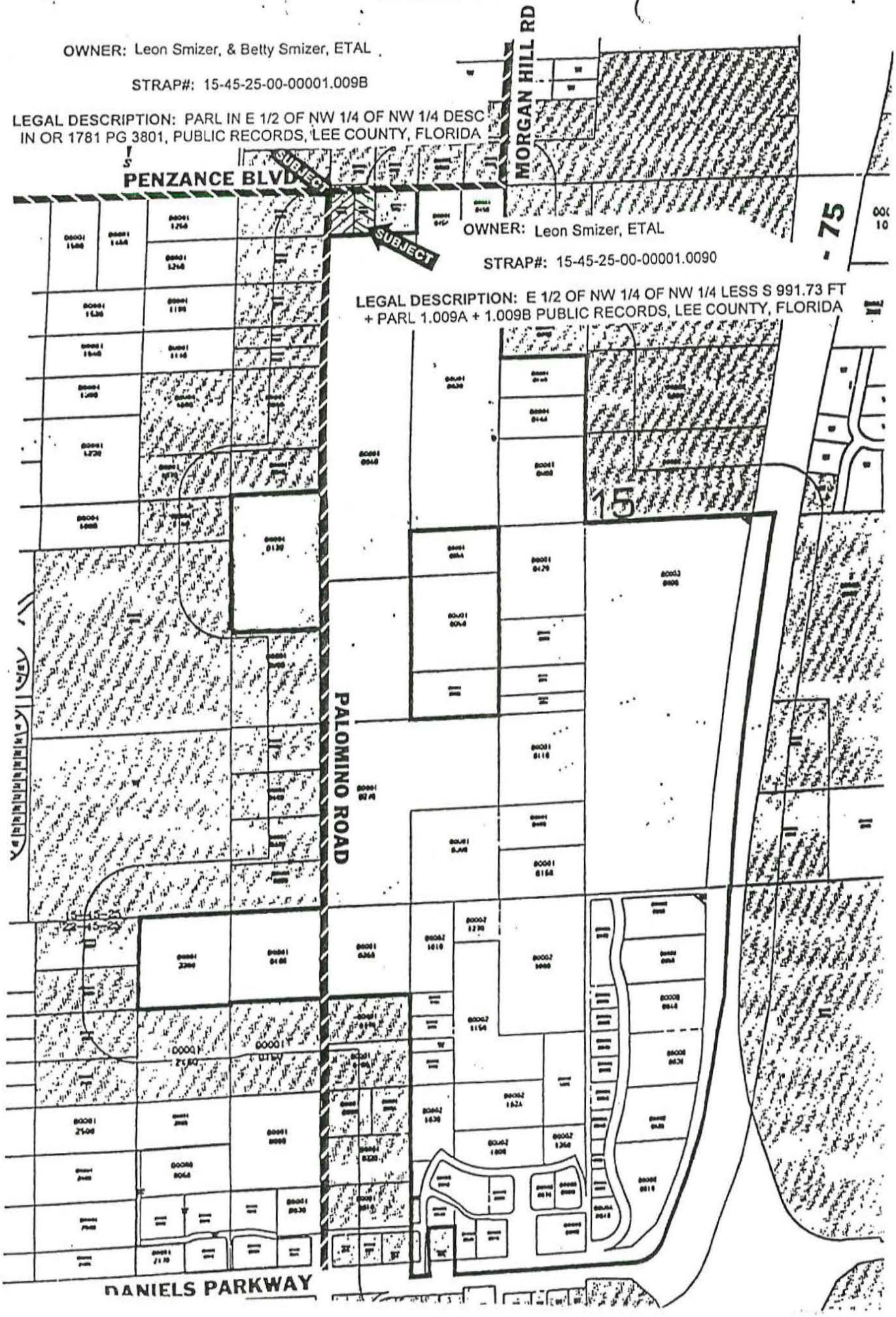
Date 7-25-00

Seller: ETAL (Estate of May E. Smizer Radosin, deceased)

Date: 7/25/2000

Buyer: Brian Scott Holdings, Inc., or Assigns (Jeffrey B. Freeman, its President)

EXHIBIT "A"


OWNER: Leon Smizer, & Betty Smizer, ETAL
STRAP#: 15-45-25-00-00001.009B
LEGAL DESCRIPTION: PARL IN E 1/2 OF NW 1/4 OF NW 1/4 DESC IN OR 1781 PG 3801, PUBLIC RECORDS, LEE COUNTY, FLORIDA
PENZANCE BLVD
SUBJECT
SUBJECT
MORGAN HILL RD
OWNER: Leon Smizer, ETAL
STRAP#: 15-45-25-00-00001.0090
LEGAL DESCRIPTION: E 1/2 OF NW 1/4 OF NW 1/4 LESS S 991.73 FT + PARL 1.009A + 1.009B PUBLIC RECORDS, LEE COUNTY, FLORIDA
PALOMINO ROAD
DANIELS PARKWAY
15
- 75

CONTRACT FOR SALE AND PURCHASE

THIS CONTRACT is made and entered into this 8 day of March, 2000, by and between WORTHINGTON GROUP OF SOUTHWEST FLORIDA, INC., as "Buyer", whose address is 14291 Metro Parkway, Bldg. 1300, Fort Myers, Florida 33912 and MARJENE ASSOCIATES as "Seller", whose address is: 25435 Loblolly Rd., S.W., LaBelle, FL 33935, collectively called the "Parties".

1. Sale of Property. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the real property described on Exhibit "A" attached hereto, together with all easements, privileges, rights-of-way, and all other appurtenances, pertaining to or accruing to the benefit of said property, all of which shall be referred to herein as the "Property". The STRAP # or Tax ID # is: 15-45-25-00-00002.4000.

2. Purchase Price and Method of Payment. The purchase price to be paid by Buyer to Seller for the Property, subject to adjustments and proration as hereinafter provided, shall be FOUR HUNDRED FIVE THOUSAND THREE HUNDRED FIFTY DOLLARS ($405,350.00) Which shall be paid as follows:

a. Deposit within ten (10) days upon full execution of this Contract to be paid to Pavese, Law Firm as Escrow Agent, in the amount of:	$ 5,000.00
b. Purchase Money Mortgage in the amount of 70% of the purchase price.	$ 283,745.00
c. Balance at closing, subject to adjustments and proration, in the amount of:	$ 116,605.00
TOTAL:	$ 405,350.00

3. Title Insurance. Within thirty (30) days from the Effective Date, the Seller, at Seller's expense, shall obtain for Buyer and deliver to Buyer or Buyer's attorney, a title insurance commitment (with legible copies of instruments listed as exceptions) from a title insurance company naming Buyer as the properly insured. The commitment and the resulting title insurance policy shall be in the amount of the purchase price. The commitment and policy shall be in an ALTA standard form as currently authorized and approved by the Insurance Commissioner of the State of Florida. There shall be no exceptions to the commitment or policy except or unless otherwise agreed to in writing by the Buyer. The policy shall insure marketable title. The commitment shall show Seller to be vested with good, marketable, and insurable fee simple title to the property subject only to: (i) real estate taxes for the year of closing, (ii) comprehensive land use plans zoning, restrictions, prohibitions, and other requirements imposed by governmental authority, (iii) restrictions and other matters common to the subdivision, if any, and (iv) public utility easements bordering along the property lines provided none of the above interferes with the use and enjoyment of the property by Buyer for Buyer's intended use. If in Buyer's examination of the title commitment, buyer determines, in its sole opinion, that the condition of title is unacceptable to Buyer, Buyer may give written notice to Seller indicating such disapproval, whereupon this Contract shall automatically be canceled and in such event, the deposits paid by the Buyer thereunder shall be immediately returned to Buyer and upon said reimbursement, neither party shall have any further liability to the other under this Contract. Any objection to title which Buyer makes must be made within the Investigatory Period provided for in this Contract. In the event Buyer should fail to raise any objection to title within the Investigation Period then the condition of title shall be deemed to be satisfactory to Buyer.

The cost of obtaining the title commitment and any search expenses related thereto shall be at the expense of Seller and the cost of the title insurance policy to be issued and in the

amount of the full purchase price shall be charged to Seller at closing. Seller's charge for said title policy shall be at the minimum promulgated rate as provided by Florida law including discounts for any reissue credit if available.

4. Investigation of Property. The Buyer and its engineers, surveyors, and other agents shall have sixty (60) days from the Effective Date (the "Investigation Period") in which to undertake such physical and other investigations of and concerning the Property as Buyer, in Buyer's sole opinion, which Buyer may deem appropriate or necessary in order to evaluate the characteristics of the Property and quality of same for Buyer's intended development and its compliance with all applicable building zoning, and environmental, concurrency, and other codes, ordinances, statutes, rules and regulations affecting the property as well as other matters including, without limitation, the availability of water, electric, telephone, other utilities, drainage characteristics of the Property, soil conditions, and other matters deemed by the Buyer to be necessary in order for Buyer to determine the feasibility of Buyer's purchase or development of the Property. For purposes of these investigations, Seller hereby grants to Buyer and Buyer's agents the right of entry upon the Property and any part thereof, during the Investigation Period for the purpose of placing and maintaining until closing, a real estate sign on the Property undertaking such physical inspections and investigations and additionally permit the Buyer and/or its agents to take such soil test borings on the Property as necessary for the purpose herein; provided, however, that Buyer (i) shall promptly restore any portions of the Property affected by Buyer's inspection thereon to the condition which existed immediately prior to the inspections, and (ii) shall indemnify, protect, defend, and hold harmless Seller from and against any and all losses, costs, expenses, claims, demands, actions, causes of action, liabilities, judgments, awards, damages, injuries, fines, penalties, and forfeitures (including without limitation, the reasonable fees and expenses of attorneys, paralegals, and experts incurred before or during any trial or administrative proceeding, or in connection with any appellate proceeding) arising out of or in connection with any death, personal injury, property damage, loss of profits, earnings, or wages, or any other damages whatsoever sustained, incurred, or suffered (or alleged to have been sustained, incurred, or suffered), by any person or entity as a result of or in connection with the activities of Buyer, its contractor, agents, or employees, on or about the Property.

In order to assist Buyer and its agents in their evaluation of the physical and other characteristics of the Property, Seller shall furnish to Buyer within ten (10) days from the Effective Date of this Contract, copies of all reports, test results, agreements and other documents and materials pertaining to the Property which shall include but not necessarily be limited to materials and soil tests, hydrology reports, environmental reports, and audits, lease agreements, easements, boundary survey's, topographical surveys, tree surveys, wetland reports, wildlife studies, impact studies, trips analysis, impact fee agreements, development agreements, reports and/or orders, applications for rezoning and/or for change in land use, traffic studies and reports, utility agreements, county and municipal governmental reports and correspondence, notices of code violations, appraisals, assessments and agreements regarding proposed signage benefiting adjacent parcel(s) which are presently in Seller's possession or under Seller's control. The parties acknowledge, however, that such materials shall remain the property of Seller and shall be returned to Seller by Buyer only upon the termination of this contract. Further, the parties acknowledge that the Seller is without knowledge as to the accuracy of any such information and therefore no warranty, either implied or expressed, is given with such materials.

In the event the results of the inspector's investigations are, in Buyer's sole opinion, unacceptable to Buyer for any reason whatsoever, and Buyer notifies Seller of that fact not later than 5:00 p.m. on the last day of the Investigation Period, then at Buyer's option and upon Buyer's request, the deposit made by Buyer to Escrow Agent shall be returned to Buyer and, upon return thereof, this contract shall be terminated and become null and void and all parties hereto shall be relieved of all liabilities and obligation whatsoever to each other hereunder. In the event Buyer should fail to notify Seller of the unacceptability of any

such inspection or investigations by 5:00 p.m. on the last day of the Investigatory Period (sixty days from the Effective Date) then such failure shall constitute a waiver of Buyer's right to terminate this contract on account thereof.

5. Survey. Buyer at Buyer's option and expense, within time allowed for delivery of evidence and examination thereof, may have the Property surveyed by a Florida registered land surveyor. The survey shall otherwise be in sufficient form so as to allow the title company to remove the survey exception from the title policy when ultimately issued. If the survey shows any rights-of-way on the Property, violations of any restrictive covenants, violations of any building, zoning, land use, or other laws, ordinances, rules, or regulations imposed by governmental authority, encroachments or improvements located on the Property on to set back lines, easements, rights-of-way, or lands of others, encroachments of improvements of others onto the Property, overlaps or gaps, lack of access, or other matters that would, in Buyer's sole opinion, interfere with Buyer's intended use of the Property then, such matters shall be treated as Title Defects as indicated in the title insurance paragraph of this Contract. It shall be understood between the parties herein, Buyer shall be required to notify Seller, in writing, as to any defects to the survey within 45 days from the Effective Date of the contract, thereafter, Buyer shall be deemed to have waived any and all rights to objection on account thereof.

6. Purchase Money Mortgage. Seller agrees to take back a purchase money first mortgage and note in the total principal amount of 70% of the purchase price. Said Principal amount shall be amortized over a period of five (5) years with equal semi-annual installments of principal and interest payments at the interest rate of ten (10%) per cent per annum.

The first semi-annual installment shall be due and payable six months from the anniversary date of closing and each and every semi-annual installment thereafter shall be due on the same day. Said note and mortgage shall be in a form common to the area and shall not contain any pre-payment penalty in whole or part. The note shall contain a 30 day grace period and the Buyer shall have no personal liability for the payment of purchase money note and mortgage, the sole remedy of Seller in case of default shall be to foreclose on the mortgage then encumbering the property.

7. Conditions Precedent to Closing. This Contract and the obligation of Buyer to close this transaction and to pay any portion of the purchase price to Seller is exclusively conditioned upon satisfaction of each of the following conditions precedent (any of which may be waived by Buyer in writing) prior to closing:

a. The truth and accuracy as of the date of this Contract and the closing date of each and every warranty and representation made in this Contract by Seller and the execution by Seller of an Affidavit, satisfactory in form and substance to Buyer, reaffirming the truth of such items of the closing date.

b. The timely performance by Seller of each and every obligation imposed upon Seller under this Contract.

c. The execution and delivery by Seller to Buyer of each and every instrument required by this Contract.

d. The execution of such closing agreements as are reasonably necessary in order to preserve the rights of the parties under this Contract.

e. The execution of such post closing agreements as are reasonably necessary in order to preserve the rights of the parties under this Contract.

f. That none of the Property shall: (i) be used as a cemetery site or contain any known burial plots; (ii) contain any artifacts of any historical significance which would in any

way impede development as contemplated by Buyer; (iii) be affected in any way by an endangered species which would in any way impede the development thereof as contemplated by the Buyer; and (iv) have been used for the disposal of hazardous or toxic waste or as a land fill.

8. Closing. The closing shall be held on or before March 1, 2001.

The closing shall be held at the office of Pavese, Haverfield, Dalton, Harrison & Jensen, L.L.P. whose address is 1833 Hendry Street, Fort Myers, Florida 33901, or at a place so designated by Seller.

9. Deliveries at the Closing. At Closing, Seller shall execute and deliver to Buyer the following documents in form and substance acceptable to Buyer and Buyer's counsel.

a. A good and sufficient general warranty deed.

b. Seller's Affidavit of No Liens and Non-Foreign Certification.

c. Appropriate exclusive possession and "Gap Affidavit" as required by the title Company.

d. Closing Statement.

e. Assignment of all assignable development rights, if any.

f. Such other documents as may be reasonably required by the title company.

10. Closing Costs and Expenses.

a. The Seller shall be responsible for payment of the following: (i) the issuance of the title insurance commitment, Owner's Title Insurance Premium in the amount of the purchase price, and normal title related title charges (ii) documentary stamps on the deed of conveyance, and (iii) payment of brokerage commissions.

b. The Buyer shall be responsible for payment of the following: (i) recording fees for the deed of conveyance, (ii) documentary stamps and intangible tax on the purchase money mortgage and the recording cost of the purchase money mortgage, (iii) all costs and fees associated with any mortgage financing which Buyer may obtain.

11. Prorations and Apportionments. Real estate and personal property taxes (as based upon the maximum allowable discounted amount), rent, interest, insurance, and other expenses of the Property shall be prorated through the day before closing. Cash at closing shall be increased or decreased as may be required. If closing occurs when the current tax year's figures are not available then the taxes will be prorated upon the prior tax year's tax.

All revenues and all expenses of the Property shall be prorated and apportioned through the day prior to the Closing Date. Any revenue or expense amount which cannot be ascertained with certainty as of the Closing Date shall be prorated on the basis of the parties' reasonable estimates of such amount (other than reimbursements for operating expenses not billed currently to tenants) and shall be the subject of a final proration as soon thereafter as the precise amounts can be ascertained.

12. Special Assessment Liens. Certified, confirmed, and ratified special assessment liens as of the actual date of closing are to be paid by Seller. Pending liens as of the actual date of closing shall be assumed by Buyer. However, if the improvement has been substantially completed as of the Closing Date then any such pending liens shall be

considered certified, confirmed, or ratified and Seller shall, at the closing, be charged an amount equal to the last estimate of the assessment for the improvement by the public body.

13. Representations and Warranties of Seller. As an inducement to Buyer to enter into this Contract, Seller hereby represents and warrants to and hereby covenants and agrees with, Buyer as follows:

a. Seller is the owner of the Property and has the authority to execute and deliver this Contract.

b. Seller has no notice or knowledge of: (i) any pending improvement liens to be made by any governmental authority with respect to the Property, (ii) any violations of laws, statutes, ordinances, orders, regulations, or requirements of any governmental agency with respect to the Property, (iii) any pending or threatened law suits with respect to the Property, (iv) any pending or threatened condemnation proceedings with respect to the Property; or (v) any defects or inadequacies in the Property which would adversely affect the insurability of the Property or increase the cost thereof.

c. To the best of Seller's knowledge, Seller knows of no fact or condition which would result in the termination or impairment of access to the Property or the discontinuation of necessary sewer, water, electric, telephone, or other utilities or service to the Property.

d. Seller is vested with good, marketable, and insurable fee simple title to the Property.

e. Seller shall comply prior to closing with all laws, rules, regulations, and ordinances of all governmental authorities having jurisdiction over the Property. Seller shall be responsible for and shall promptly pay all amounts owed for labor, materials supplied, services rendered and/or any other bills or amounts related to Seller and Seller's ownership and/or operation of the Property prior to closing.

f. Prior to closing, no portion of the Property or any interest therein shall be alienated, encumbered, conveyed, or otherwise transferred.

g. To the best of Seller's knowledge, there has not been and there is not now; (i) any Hazardous Substance (as defined in subparagraph h. of this Paragraph 12) present on the Property; (ii) any present or past generation, recycling, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Substance on the Property; or (iii) any failure to comply with any applicable local, state, or federal environmental laws, regulations, ordinances, or administrative or judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Substance.

h. Seller has not received any notice from any governmental authority regarding the presence of any Hazardous Substance, any present or past generation, recycling, reuse, sale, storage, handling, transport, and/or disposal of any Hazardous Substance or any failure to comply with any applicable local, state, or federal environmental laws, regulations, ordinances, or administrative or judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Substance. As used herein, the term "Hazardous Substance" means any substance or material defined or designated as a hazardous or toxic waste material or substance or any other similar term by any federal, state, or local environmental statute, regulation, or ordinance presently in effect, as such statute, regulation, or ordinance may be amended from time to time.

i. There exists unobstructed ingress and egress to and from the Property through an adjacent dedicated public roadway.

j. Seller has fully disclosed to Buyer all matters which, in the reasonable judgment of the Seller, may materially and adversely affect the Property for Buyer's commercial development of the Property. The Property has no significant defects, either latent or patent.

k. Seller has not entered into any other letter of intent or contract with any other party that can be considered enforceable at the date of the Effective Date.

14. Risk of Loss; Condemnation. The Property shall be conveyed to Buyer in the same condition as on the date of this Contract, ordinary wear and tear accepted. In the event the Property or any material portion thereof is taken by eminent domain prior to closing, Buyer shall have the option of either: (i) canceling this contract and receiving a refund of the deposit, the extension payments and all interest earned, if any, thereon, in which case both Seller and Buyer shall be relieved of all further obligations under this Contract, or (ii) Buyer may proceed with the Closing in which case the Buyer shall be entitled to all condemnation awards and settlements.

15. Possession of the Property. Possession of the Property shall be delivered to Buyer on the Closing Date free and clear of all tenancies; provided, however, that without limiting any other provisions of this Contract, Seller shall provide authorized representatives of Buyer reasonable access to the Property, prior to closing, for the purposes of satisfying Buyer with respect to the representations, warranties and covenants of Seller contained herein and with respect to satisfaction of any conditions precedent to the Closing contained herein. Buyer hereby acknowledges the subject property has a cattle lease for the grazing of cattle and is receiving an Agricultural Classification of Lands from Lee County, Florida. Buyer agrees to take title subject to said cattle lease. Seller shall provide Buyer a copy of said cattle lease within fourteen (14) days from the Effective Date of the Contract.

16. Notices. Except for any payments required to be made hereunder, any notice, demand or other communication required or permitted to be given by any provision of this Contract shall be in writing and may be either (i) personally delivered, which shall be deemed received at the time of actual receipt thereto by the addressee or its agents; or (ii) sent by registered or certified mail, with postage and charges prepaid, which shall be deemed delivered three (3) business days after deposit in the United States mail, together with a facsimile transmission to be sent on the same day as the same is deposited in the mail, and in each case, addressed or delivered to a party or to an officer of the party to whom the same is directed at such party's address and/or facsimile number as set forth below, or at such other address and/or facsimile numbers the party may specify by written notice given to the other in accordance with this paragraph.

If to Seller:

Marjene Associates
c/o Jeffrey B. Freeman
25435 Loblolly Bay Rd., S.W.
LaBelle, Fl. 33935

If to Buyer:

Worthington Group of Southwest Florida, Inc.
14291 Metro Parkway, Bldg. 1300
Fort Myers, Florida 33912

17. Broker Disclosure. Seller hereby discloses that he is an active registered Florida real estate broker..

Buyer _____ Seller _____

18. Escrow. The Escrow Agent is authorized and agrees by acceptance of the escrow funds to hold same in escrow and to disburse same in accordance with the terms and conditions of this Contract. In the event the Escrow Agent is in doubt as to its duties or liabilities under the provisions of this Contract, the Escrow Agent may, in the Escrow Agent's sole discretion, continue to hold the funds which are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereof, or the Agent may deposit all the monies then held pursuant to this Contract with the Clerk of the Circuit Court of the County having jurisdiction of this dispute. Upon notifying all parties concerned of such action, all liability on the part of the Escrow Agent shall fully cease and terminate, except to the extent of accounting for any monies previously delivered out of escrow. In the event of any suit between Buyer and Seller wherein Agent is made a party because of acting as Escrow Agent hereunder, or in any suit wherein agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with the fees and costs to be paid from and out of the escrow funds or equivalent and charged and awarded court costs in favor of the prevailing party. The Escrow Agent shall not be liable for any actions taken in good faith, but only for its gross or willful negligence. The parties hereby agree to indemnify and hold the escrow agent harmless from and against any loss, liability, claim, or damage whatsoever, including reasonable attorney fees and court costs at trial and appellate levels, which the Escrow Agent may incur or be exposed to in its capacity as Escrow Agent.

19. General Provisions.

19.1 Cooperation. Seller agrees to cooperate (at no cost to Seller), with Buyer with the making or applying for, or the assignment of, any permit, development agreement, license or other governmental approval which may be required to conduct, operate, and use the development facilities which Buyer intends to construct upon the Property. Seller further agrees to execute, acknowledge and deliver all documents, applications and other papers which be necessary to make such applications or to obtain such licenses and permits; provided that the Seller shall not be required to pay any fees, charges or costs thereof.

19.2 Continuation and Survival of Representations, Warranties, Covenants and Agreements. All representations, warranties, covenants and agreements by the respective parties contained herein or made in writing pursuant to this Contract are intended to be true upon the execution and delivery of this Contract; shall remain true and correct through the Closing Date; shall be deemed to be material; and shall survive the delivery of the deed and transfer of title to the Property. All statements contained in any certificate or other instrument delivered at any time by or on behalf of Seller in connection with the transaction contemplated hereby shall constitute representations and warranties hereunder.

19.3 Entire Agreement. This Contract, together with all exhibits, schedules and appendices attached hereto and incorporated herein by reference, shall constitute the entire Contract between the parties hereto with respect to the purchase and sale of the Property, and shall supersede all prior agreements, understandings, warranties, representations and negotiations of any party herein, whether oral or written, concerning the subject matter hereof.

19.4 Modification. This Contract may not be amended, modified, altered, or terminated, except in writing signed by each of the parties hereto, dated subsequent to the date hereof and fully adopted in accordance with the provisions of this Contract.

19.5 Construction. Every covenant, term and provision of this Contract shall be construed simply accordingly to its fair meaning and not strictly for or against any party hereto.

19.6 Headings. The headings contained in this Contract are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Contract or any provision hereof.

19.7 Severability. If any portion of this Contract shall be held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law. Furthermore, to the fullest extent possible, the provisions of this Contract (including, without limitation, each portion of this Contract containing any provision held to be invalid, void or otherwise unenforceable, that is not itself invalid, void or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, void or unenforceable.

19.8 Benefit and Burden. Except as otherwise expressly permitted, restricted or provided for in this Contract, this Contract shall be binding upon and insure to the benefit of and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business and/or assets of a party), parent entities, subsidiaries, officers, directors, shareholders, agents and assigns.

19.9 Assignment. Buyer's interest under this Contract may be assigned without the prior written consent of Seller.

19.10 No Third Party Beneficiaries. Except as otherwise provided for above, no rights or benefits under this Contract are conferred upon, directly or indirectly, or shall in any way insure to the benefit of, any third party who is not a signatory to this Contract.

19.11 No Waiver. No modification or waiver of any provision of this Contract, any exhibit or schedule hereto, or any related document, agreement or instrument, and no consent by a party to any departure therefrom by the other party shall be effective unless such modification or waiver shall be in writing and signed by a duly authorized officer of the parties. No act, failure or delay by a party shall constitute a waiver of any of its rights or remedies. No single or partial waiver by a party to any provisions of this Contract shall operate as a waiver of any other provision, breach, default, right of remedy. No waiver by a party shall effect its rights to require strict performance of this Contract.

19.12 Default. If Buyer should fail to perform this Contract within the time specified, including the payment of all deposits, the deposits paid by Buyer may be retained by or for the account of Seller as agreed upon liquidation damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract. If for any reason other than the failure of Seller to make Seller's title marketable after diligent effort and that such title defects were not due to the act of the Seller, Seller fails, neglects or refuses to perform this contract the Buyer may seek specific performance or elect to receive the return of Buyer's deposits without thereby waiving any action for damages resulting from Seller's breach.

19.13 Governing Law. This Contract and all exhibits, schedules, appendices or amendments hereto shall be deemed entered into in the State of Florida. This Contract and the rights of the parties hereunder shall be interpreted in accordance with and governed by the laws of the State of Florida without giving effect to any conflict of law provision.

19.14 Time is of the Essence. Time is expressly declared to be of the essence with respect to the parties hereto and in connection with all acts or things to be done or performed in connection herewith and of every provision hereof in which time is an element. In computing time periods of less than six (6) days, Saturdays, Sundays, and state or national holidays should be excluded. Any time period provided for herein which shall end on a Saturday, Sunday, or legal holiday shall extend till 5:00 p.m. of the next business day.

19.15 Counterparts/Facsimile. This Contract may be executed in multiple counterparts each of which shall be deemed an original Contract, and all of which shall constitute one Contract to be effective as of the date of execution of this Contract. A facsimile copy of this Contract and any signatures thereon shall be considered for all purposes as originals.

19.16 Effective Date. The Effective Date of this Contract shall be the date when the last one of the Buyer and Seller has signed this Contract.

19.17 Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

19.18 Time for Acceptance. If this offer is not executed by or delivered to all parties, or fact of execution communicated in writing between the parties, on or before March 13, 2000, this offer shall be deemed withdrawn.

19.19 Attorney's Fees. The successful party in any litigation, including all appellate proceedings, involving the enforcement or interpretation of this Contract shall be entitled to an award of reasonable attorney's fees and costs.

20. Tax Deferred Exchange. In the event Buyer elects to enter into a tax deferred exchange with respect to property owned by him in connection with this transaction, the Seller agrees to cooperate with the Buyer with such exchange, including the execution of such documents as may be reasonably necessary to effectuate the same. Provided, however, that the Seller shall not be obligated for any costs or expenses in connection with such exchange and, further, the Buyer shall hold Seller harmless against any liability which arises or has claim to have arisen on account of such tax free exchange.

21. Sign Location. Seller has negotiated for the lease of a sign location on the subject property which lease has not been concluded. Buyer has not yet seen or accepted the lease being negotiated and has no obligation to close this transaction until and unless it has reviewed and approved the lease it is asked to take subject to. It is anticipated that the lease premises will occupy sign locations of approximately ten by sixty feet which will be accessed by an access easement of no more than twenty-five width all of which shall be located adjacent to Interstate 75. Seller will submit a lease form and survey description of the proposed lease within six months of the date hereof.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Purchase and Sale Agreement as of the day and year first written below.

Buyer:

Date: March 9, 2000

WORTHINGTON GROUP OF SOUTHWEST FLORIDA, INC.

By: _____
Jeff Darragh, President

Seller:

Date: March 8, 2000

MARJENE ASSOCIATES

By: _____

RECEIPT BY ESCROW AGENT

(Between Marjene Associates, as Seller and Worthington Group of Southwest Florida, Inc. as Buyer.)

The undersigned acknowledges receipt of _____ Dollars ($_____) pursuant to the terms of the foregoing Contract as the Initial Deposit, this _____ day of _____, 2000.

By:_____
Authorized Signatory

_____
Printed Name

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ASSIGNMENT OF CONTRACT AGREEMENT

THIS AGREEMENT entered into this 17th day of MARCH, 2000, by and between **BRIAN SCOTT HOLDINGS, INC.** ("Brian Scott") and **WORTHINGTON GROUP OF SOUTHWEST FLORIDA, INC.** ("Worthington"):

W I T N E S S E T H :

WHEREAS, Brian Scott has entered into a Contract for Sale and Purchase Agreement dated March 13, 2000, with MARK MORRISON and CHARLENE MORRISON (the "Seller"), pertaining to real property as more particularly described on the contract attached here to as Exhibit "A" (the "Contract"); and

WHEREAS, Brian Scott desires to assign the contract to Worthington, and Worthington desires to accept the Assignment of Contract subject to the terms and conditions set forth below.

NOW THEREFORE, in consideration of the sum of $10.00 and the mutual covenants and obligations set forth below, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Recitals. The Recitals are incorporated herein as the expressions of the intentions of the parties hereto;

2. Assignment. Brian Scott hereby assigns all of its right, title and interest in the Contract to Worthington. There exists an agreement between Brian Scott and Worthington dated December 29, 1999, governing the assignment of certain contracts between Brian Scott and Worthington. The contract being assigned hereunder is not governed by that Agreement insofar as the average price is concerned, (i.e. the rolling average of $17,500.00 per acre) otherwise the terms of that Agreement shall apply.

3. Assignment Fee. This Assignment is made without an assignment fee being charged.

4. Attorney's Fees - Costs. In any litigation arising out of this Agreement, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

5. Brokers. Robert S. Barber, Inc. and Bruce F. Hepp represent Worthington and not the Seller or Brian Scott. Worthington will pay Robert S. Barber, Inc. and Bruce F. Hepp a real estate commission pursuant to a separate Agreement.

Witness

Witness

Witness

Witness

BRIAN SCOTT HOLDINGS, INC.

By: _____
Jeffrey B. Freeman, President

WORTHINGTON GROUP OF SOUTHWEST FLORIDA, INC.

By: _____
~~Jeff Darragh, President~~
Andrea Skiera, V. Pres.

F:\WPDATA\SED\BRIANSCO\MORRISON.ASN

THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR.

Contract for Sale and Purchase

FLORIDA ASSOCIATION OF REALTORS®
AND THE FLORIDA BAR



*1 PARTIES: MARK AND CHARLENE MORRISON, AS HUSBAND AND WIFE ("Seller"),
2 of 12070 Morgan Hill Rd., Ft. Myers, Fl. 33912 (Phone) _____,
*3 and BRIAN SCOTT HOLDINGS, INC. AND OR ITS ASSIGNS ("Buyer"),
4 of 25435 Loblolly Bay Rd., S.W., LaBelle, Fl. 33925 (Phone) _____,
5 hereby agree that Seller shall sell and Buyer shall buy the following described real property and personal property (collectively
6 "Property") pursuant to the terms and conditions of this Contract for Sale and Purchase and any riders and addenda ("Contract"):
7 I. DESCRIPTION:
*8 (a) Legal description of the Real Property located in E 1/2 of NW 1/4 of NE 1/4 of NW 1/4 of County, Florida:
9 Section 15, Township 45S, Range 25E, and less OR Bk.1904, Page 3670, public records of
10 Lee County, Fl. (aka-STRAP#-15-45-25-00-00001.0150)
*11 (b) Street address, city, zip, of the Property is: 12070 Morgan Hill Rd., Ft. Myers, Fl. 33912
*12 (c) Personal Property: None
13
14
15 II. PURCHASE PRICE: ..... $ 105,700.00
16 PAYMENT:
*17 (a) Deposit held in escrow by Fidelity National Title Insurance Company (Escrow
*18 Agent) in the amount of ..... $ 5,000.00
*19 (b) Additional escrow deposit to be made to Escrow Agent within ___ days after Effective Date (see
*20 Paragraph III) in the amount of ..... $ _____
*21 (c) Subject to AND assumption of existing mortgage in good standing in favor of _____
22 _____ having an approximate present principal balance of ..... $ _____
*23 (d) New mortgage financing with a Lender (see Paragraph IV) in the amount of ..... $ _____
*24 (e) Purchase money mortgage and note to Seller (see rider for terms) in the amount of ..... $ _____
*25 (f) Other: _____ $ _____
26 (g) Balance to close by U.S. cash or LOCALLY DRAWN cashier's or official bank check(s), subject
*27 to adjustments or prorations ..... $ 100,700.00
28 III. TIME FOR ACCEPTANCE OF OFFER; EFFECTIVE DATE; FACSIMILE: If this offer is not executed by and delivered to all parties
*29 OR FACT OF EXECUTION communicated in writing between the parties on or before March 17, 2000, the deposit(s)
30 will, at Buyer's option, be returned and this offer withdrawn. For purposes of delivery or notice of execution, parties include Buyer
31 and Seller or each of the respective brokers or attorneys. The date of Contract ("Effective Date") will be the date when the last
32 one of the Buyer and Seller has signed this offer. A facsimile copy of this Contract and any signatures hereon shall be considered
33 for all purposes as an original.
34 IV. FINANCING:
*35 ☒ (a) This is a cash transaction with no contingencies for financing;
*36 ☐ (b) This Contract is conditioned on Buyer obtaining a written loan commitment within ___ days after Effective Date for
*37 (CHECK ONLY ONE): ☐ a fixed; ☐ an adjustable; or ☐ a fixed or adjustable rate loan in the principal amount of
*38 $_____, at an initial interest rate not to exceed _____ %, discount and origination fees not to exceed _____ %
*39 of principal amount, and for a term of _____ years. Buyer will make application within ___ days (5 days if left blank) after
40 Effective Date and use reasonable diligence to obtain a loan commitment and, thereafter, to satisfy terms and conditions of
41 the commitment and close the loan. Buyer shall pay all loan expenses. If Buyer fails to obtain a commitment or fails to waive
42 Buyer's rights under this subparagraph within the time for obtaining a commitment or, after diligent effort, fails to meet the
43 terms and conditions of the commitment by the closing date, then either party thereafter, by written notice to the other, may
44 cancel this Contract and Buyer shall be refunded the deposit(s); or
*45 ☐ (c) The existing mortgage, described in Paragraph II(c) above, has: ☐ a variable interest rate; or ☐ a fixed interest rate of
*46 _____ % per annum. At time of title transfer, some fixed interest rates are subject to increase; if increased, the rate shall not
*47 exceed _____ % per annum. Seller shall furnish a statement from each mortgagee stating the principal balance, method of
48 payment, interest rate and status of mortgage or authorize Buyer or Closing Agent to obtain the same. If Buyer has agreed to
49 assume a mortgage which requires approval of Buyer by the mortgagee for assumption, then Buyer shall promptly obtain the
50 necessary application and diligently complete and return it to the mortgagee. Any mortgagee charge(s), not to exceed
*51 $_____ (1% of amount assumed if left blank), shall be paid by Buyer. If Buyer is not accepted by mortgagee or
52 the requirements for assumption are not in accordance with the terms of this Contract or mortgagee makes a charge in
53 excess of the stated amount, Seller or Buyer may rescind this Contract by written notice to the other party unless either
54 elects to pay the increase in interest rate or excess mortgage charges.
*55 V. TITLE EVIDENCE: At least 30 days before closing date, (CHECK ONLY ONE): ☐ Seller shall, at Seller's expense, deliver
*56 to Buyer or Buyer's attorney; or ☒ Buyer shall at Buyer's expense obtain (CHECK ONLY ONE): ☐ abstract of title; or ☒ title
57 insurance commitment (with legible copies of instruments listed as exceptions attached thereto) and, after closing, an owner's
58 policy of title insurance.
*59 VI. CLOSING DATE: This transaction shall be closed and the closing documents delivered on See Addendum hereto,
60 unless modified by other provisions of this Contract.

VII. RESTRICTIONS; EASEMENTS LIMITATIONS: Buyer shall take title subject to comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry; public utility easements of record (easements are to be located contiguous to real property lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side lines, unless otherwise stated herein); taxes for year of closing and subsequent years; assumed mortgages and purchase money mortgages, if any (if additional items, see addendum); provided, that there exists at closing no violation of the foregoing and none prevent use of the Property for as presently zoned purpose(s).

VIII. OCCUPANCY: Seller warrants that there are no parties in occupancy other than Seller; but if Property is intended to be rented or occupied beyond closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to Standard F. Seller shall deliver occupancy of property to Buyer at time of closing unless otherwise stated herein. If occupany is to be delivered before closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy unless otherwise stated herein.

IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions, riders and addenda shall control all printed provisions of this Contract in conflict with them.

X. RIDERS: (CHECK those riders which are applicable AND are attached to this Contract):

☐ COMPREHENSIVE RIDER	☐ HOMEOWNERS' ASSN.	☐ COASTAL CONSTRUCTION CONTROL LINE
☐ CONDOMINIUM	☒ "AS IS"	☐ INSULATION
☐ VA/FHA	☐ LEAD-BASED PAINT	☐ _____

XI. ASSIGNABILITY: (CHECK ONLY ONE): Buyer ☒ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ☐ may not assign this Contract.

XII. DISCLOSURES:

(a) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon or Radon testing may be obtained from your County Public Health unit.

(b) Buyer acknowledges receipt of the Florida Building Energy-Efficiency Rating System Brochure.

(c) If the real property includes pre-1978 residential housing then a lead-based paint rider is mandatory.

(d) If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act.

(e) If Buyer will be obligated to be a member of a homeowners' association, BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION DISCLOSURE.

XIII. MAXIMUM REPAIR COSTS: Seller shall not be responsible for payments in excess of:

(a) $ N/A for treatment and repair under Standard D (if blank, then 2% of the Purchase Price).

(b) $ N/A for repair and replacement under Standard N (if blank, then 3% of the Purchase Price).

XIV. SPECIAL CLAUSES; ADDENDA: If additional terms are to be provided, attach addendum and CHECK HERE ☒.

XV. STANDARDS FOR REAL ESTATE TRANSACTIONS: Standards A through W on the reverse side or attached are incorporated as a part of this Contract.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR.

Approval does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

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_____	_____	_____	3-13-00
(Buyer) BRIAN SCOTT HOLDINGS, INC.	(Date)	(Seller) MARK MORRISON	(Date)
Social Security or Tax I.D. #_____		Social Security or Tax I.D. #_____	
_____	_____	_____	3-13-00
(Buyer)	(Date)	(Seller) CHARLENE MORRISON	(Date)
Social Security or Tax I.D. #_____		Social Security or Tax I.D. #_____	

Deposit under Paragraph II (a) received; IF OTHER THAN CASH, THEN SUBJECT TO CLEARANCE.
_____ (Escrow Agent)

BROKER'S FEE: The brokers named below, including listing and cooperating brokers, are the only brokers entitled to compensation in connection with this Contract:

Name: See Addendum Attached hereto	_____
Cooperating Brokers, if any	Listing Broker

Buyer (BS) (_____) and Seller (MM) (CM) acknowledge receipt of a copy of this page.

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ADDENDUM TO THAT CERTAIN CONTRACT FOR SALE AND PURCHASE ("CONTRACT") BETWEEN MARK AND CHARLENE MORRISON, HUSBAND WIFE, HEREINAFTER SOMETIMES CALLED SELLER AND BRIAN SCOTT HOLDINGS, INC. OR ASSIGNS, HEREINAFTER SOMETIMES CALLED BUYER. COLLECTIVELY CALLED THE PARTIES.

In the event of any conflict between this Addendum and the Contract, this Addendum shall control.

1. The attached plat map labeled "Exhibit A" is made a part of this Contract by reference and depicts the SUBJECT PROPERTY consisting of approximately ONE AND ONE-HALF (1-1/2) Acres. (m/l).

2. The Contract includes the house, outbuilding(s), and other improvements located upon the Property and around the perimeter of the Property, however, Seller shall be permitted, at Sellers option and expense, to remove from the Property any privacy fencing, small plantings and landscaping located on the Property.
Any and all personal property, stored inside and outside of the house, outbuilding(s) and Property shall belong to the Seller and shall be removed by the Seller upon vacating the property as provided in paragraph 5. below.

3. The buildings and all improvements on the subject property ("Property") shall be conveyed on an "AS IS" basis. The Seller makes no guarantee, warranty, or representation, expressed or implied, as to the condition of any of the buildings or improvements located on the property or the personal property, if any, to be conveyed pursuant to this contract. Buyer acknowledges that he has had an adequate opportunity to personally inspect the buildings, improvements, and said personal property and accepts the buildings the buildings, improvements and said personal property in their condition as of the date of this Contract. Seller's sole obligation shall be to deliver the buildings, improvements and personal property to Buyer in the condition they existed on the date of this contract, normal wear and tear excepted. The provisions contained in this paragraph shall survive the closing anticipated herein.

4. At Seller's option, Seller shall be permitted to remain on the subject property for a period of one (1) year from the date of closing, hereinafter referred to as the "lease period", with full use and enjoyment of the Property. There shall be no payment of rent whatsoever during said period, however, Seller agrees to maintain the Property in the same condition as described in paragraph 3. above. Seller shall be permitted to remain in the existing house and utilize the Property for the lawful use and enjoyment of Seller.
Seller, at Sellers expense, agrees during the entire term while occupying the Property, Seller shall be responsible for; (i) any and all on-going repairs Seller deems necessary to the house, barn and/or improvements, (ii) provide liability insurance coverage in the amount of $300,000.00 with said policy stating the Buyer as additional insured, and (iii) payment of all the utilities servicing the

house, buildings and improvements thereon, including electric, water, cable and telephone.
Upon the expiration of said lease period, Seller agrees to vacate the property and remove any and all personal property items from the Property pursuant to this Contract.
Prior to closing, Buyer shall provide Seller the lease on the Property as described herein for Buyer and Sellers execution.

5. Seller and Buyer hereby acknowledge and agree to the deletions of paragraph D. ("Termites/Wood Destroying Organisms") and paragraph N. ("Inspection, Repair and Maintenance") as contained in the Contract for Sale and Purchase agreement and more specifically, "Standards For Real Estate Transactions".

6. Brokerage; Real Estate Commission. Seller and Buyer represent to each other that Brian Scott Realty, Inc. and Chuck Mayhugh Realty, Inc. are the sole real estate agents and brokers which are involved in connection with the negotiation of this real estate transaction. Buyer, by separate agreement, shall be solely responsible for any and all commissions claimed by said Brokers. In the event a claim for commission is asserted by either of said brokers, Buyer shall indemnify and hold harmless Seller, including attorney fees, from such claim for commission.
Seller and Buyer warrant and represent to the other that no other real estate broker or agent other than those identified above have been involved with or employed by either of them in connection with the consummation of this transaction.

7. Broker Disclosure. It is further understood between the parties herein, the Buyer, Brian Scott Holdings, Inc., and its President, Jeffrey B. Freeman, hereby discloses he is an active registered Florida real estate broker and may or may not have a financial interest in the purchase and consequent sale of the Property.
Buyer hereby acknowledges that Chuck Mayhugh Realty, Inc. is acting as a transactional broker/agent and Brian Scott Realty, Inc. is representing and acting as Buyers agent, in connection to this transaction.

8. In addition to Buyer expenses as provided in Standards For Real Estate Transactions paragraph k. Expenses, Buyer hereby agrees also to be responsible and pay the following closing costs:
(i) Title Insurance Policy and any and all closing fees charged by the Title Company and (ii) payment of any and all brokerage commission(s).

9. Zoning, Permitting and Other Rights. Seller hereby acknowledges it is the intent of the Buyer and or Buyer's assigns, to develop the property and contiguous property thereto into a single family development. Seller agrees, at no cost to Seller and at Buyer's sole cost and expense, to join in and or sign authorization(s) necessary and required by the governmental authorities having

jurisdiction thereof which will permit and allow Buyer, including, but not limited to; its agents, employees, architects, engineers and independent contractors, after the Effective Date and during the entire term of the Contract, to pursue, make and obtain any and all governmental and other permits, approvals, easements, agreements and other actions necessary for the development and construction of a residential subdivision and/or mixed use for the Property and its contiguous lands thereto which are owned and or controlled by Buyer. The governmental and other permits, approvals, easements agreements and other actions shall include, but not limited to; zoning for Residential Planned Development or other Planned Development classification required by the County with an approved Master Concept Plan acceptable to Purchaser. Seller hereby grants to Buyer and Buyer's agents the right of entry upon the Property and any part thereof, during the Investigation Period for the purpose of undertaking such physical inspections and investigations and additionally permit the Buyer and/or its agents to take such soil test borings on the Property as necessary for the purpose herein; provided, however, that Buyer (I) shall promptly restore any portions of the property affected by Buyer's inspection thereon to the condition which existed immediately prior to the inspections, and (ii) shall indemnify, protect, defend, and hold harmless Seller from and against any and all loss, costs, damage and expense (including without limitation, reasonable attorney's fees and costs) relating to Buyer's testing, inspections and other actions on and about the Property pursuant to this paragraph or any other provision of the Contract.

10. It shall be understood between the parties herein, this Contract and its closing shall close on March 20, 2001.

However, at the option of Seller, closing may occur sooner, provided Seller provides written notice delivered by registered mail, return receipt requested, to be delivered to Buyer and upon such receipt of said notice, closing shall occur on or before forty-five (45) days from said receipt from Seller to Buyer indicating Sellers request to close the transaction. In the event Seller elects to close early as provided in this paragraph, the one year rent free provision contained in paragraph 4. herein shall begin from the early closing date so elected and requested by the Seller.

11. <u>**Tax Free Exchange.**</u> At Sellers option and at any time prior to or at closing, Buyer agrees to cooperate with all reasonable requests of Seller related to effecting an Internal Revenue Code Section 1031 real property exchange, at no cost or liability to Buyer. Seller shall pay any and all costs incurred in connection with or in furtherance of such exchange.

Buyer Initial _____ Seller's Initial

We the undersigned do hereby agree to the above this day and date as shown below.

Date 3/3/00

Seller: MARK MORRISON

Date:

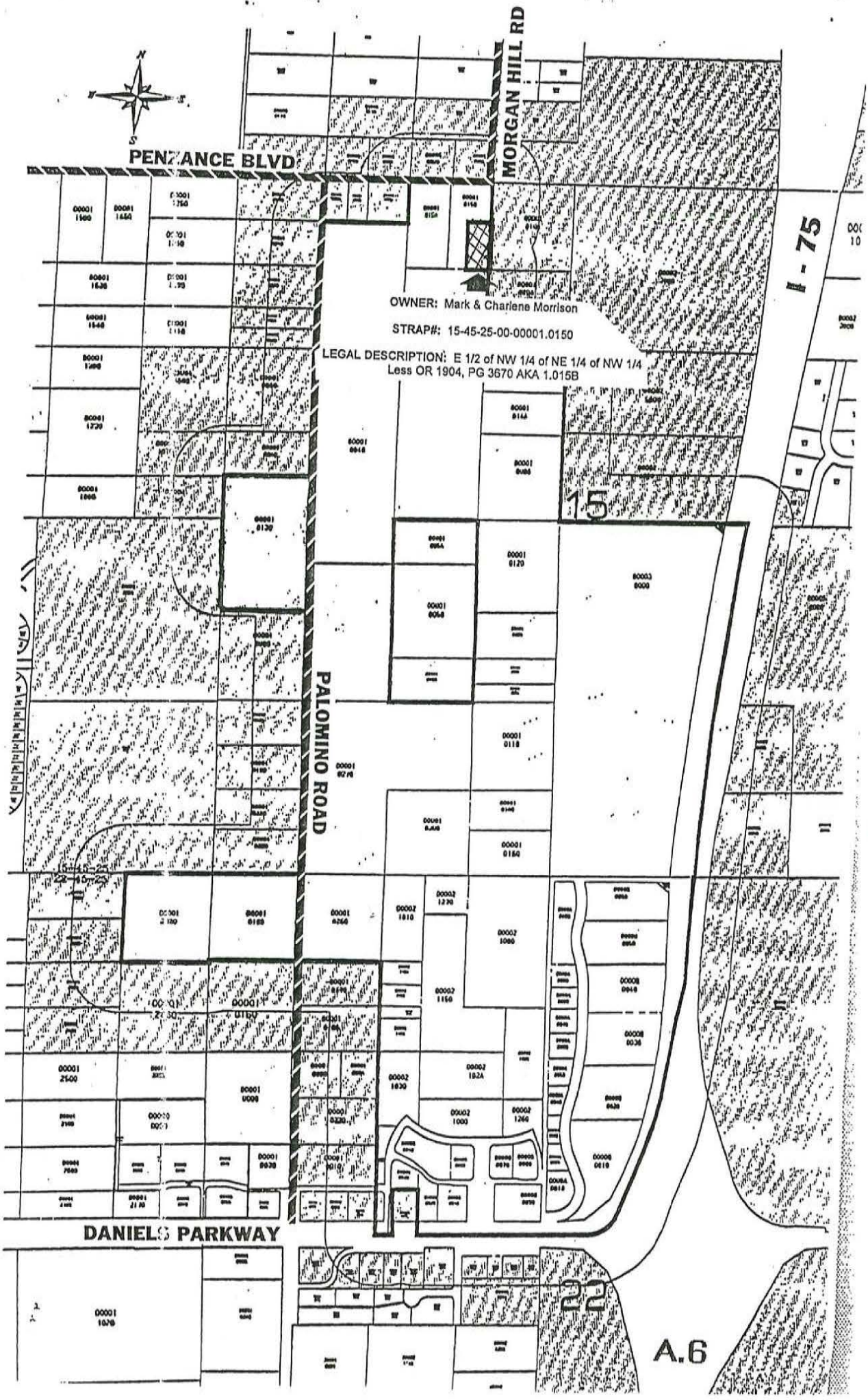
Seller: CHARLENE MORRISON

Date 3-18-2000

Buyer: Brian Scott Holdings, Inc.
(Jeffrey B. Freeman, President)

Buyer Initial

Seller's Initial


PENZANCE BLVD
MORGAN HILL RD
I - 75
PALOMINO ROAD
DANIELS PARKWAY
OWNER: Mark & Charlene Morrison
STRAP#: 15-45-25-00-00001.0150
LEGAL DESCRIPTION: E 1/2 of NW 1/4 of NE 1/4 of NW 1/4
Less OR 1904, PG 3670 AKA 1.015B
A.6

ASSIGNMENT OF CONTRACT AGREEMENT

THIS AGREEMENT entered into this ____ day of July_____, 2000, by and between **BRIAN SCOTT HOLDINGS, INC.** ("Brian Scott") and **WORTHINGTON GROUP OF SOUTHWEST FLORIDA, INC.** ("Worthington"):

W I T N E S S E T H :

WHEREAS, Brian Scott has entered into a Contract for Sale and Purchase Agreement dated July 25, 2000, with MADELINE SANDOR, TRUSTEE, (the "Seller"), pertaining to real property as more particularly described on the contract attached here to as Exhibit "A" (the "Contract"); and

WHEREAS, Brian Scott desires to assign the contract to Worthington, and Worthington desires to accept the Assignment of Contract subject to the terms and conditions set forth below.

NOW THEREFORE, in consideration of the sum of $10.00 and the mutual covenants and obligations set forth below, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Recitals. The Recitals are incorporated herein as the expressions of the intentions of the parties hereto;

2. Assignment. Brian Scott hereby assigns all of its right, title and interest in the Contract to Worthington. There exists an agreement between Brian Scott and Worthington dated December 29, 1999, governing the assignment of certain contracts between Brian Scott and Worthington. The contract being assigned hereunder is not governed by that Agreement insofar as the average price is concerned, (i.e. the rolling average of $17,500.00 per acre) otherwise the terms of that Agreement shall apply.

3. Assignment Fee. As consideration for Brian Scott's Assignment of the Contract to Worthington, Worthington shall pay Brian Scott an assignment fee of ~~10%~~ 5% of the actual purchase price or before the closing of the contract being conveyed.

4. Attorney's Fees - Costs. In any litigation arising out of this Agreement, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

Donna M. Pavese
Witness

Witness

BRIAN SCOTT HOLDINGS, INC.

By: _____
Jeffrey B. Freeman, President

Witness

Witness

WORTHINGTON GROUP OF SOUTHWEST FLORIDA, INC.

By: _____
Jeff Darragh, President

F:\WPDATA\SED\BRIANSCO\SANDOR\ASSIGNCO.WPD

THIS FORM HAS BEEN APPROVED BY THE
FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR.

Contract for Sale and Purchase

FLORIDA ASSOCIATION OF REALTORS®
AND THE FLORIDA BAR

PARTIES: O. Madeline G. Sandor, Trustee ("Seller"),
of 9300 Penzance Blvd., Fort Myers FL 33912 (Phone) _____,
and Brian Scott Holdings, Inc. or successors or assigns ("Buyer"),
of 25435 Loblolly Bay Rd. SW, LaBelle FL 33935 (Phone) 941-675-1800,
hereby agree that Seller shall sell and Buyer shall buy the following described real property and personal property (collectively "Property") pursuant to the terms and conditions of this Contract for Sale and Purchase and any riders and addenda ("Contract"):

I. DESCRIPTION:
(a) Legal description of the Real Property located in Lee County, Florida:
The E 1/2 of the E 1/2 of the NW 1/4 of the NW 1/4, Less the southerly 991.73 feet lying in SEC 15, TWP 45S, RNG 25E STRAP# 15-45-25-00-00001.009A
(b) Street address, city, zip, of the Property is: 9300 Penzance Blvd. Fort Myers, FL 33912
(c) Personal Property: Washer, Dryer, and any Window Treatments shall belong to Seller and are to be removed prior to or at Closing

II. PURCHASE PRICE: $ 225,000.00 ~~$ 200,000.00~~
PAYMENT: To be deposited within 5 days of Effective Date
(a) Deposit held in escrow by Fidelity National Title (Escrow Agent) in the amount of $ 5,000.00
(b) Additional escrow deposit to be made to Escrow Agent within 30 days after Effective Date (see Paragraph III) in the amount of $ 25,000.00
(c) Subject to AND assumption of existing mortgage in good standing in favor of _____ having an approximate present principal balance of $ -0-
(d) New mortgage financing with a Lender (see Paragraph IV) in the amount of $ -0-
(e) Purchase money mortgage and note to Seller (see rider for terms) in the amount of $ -0-
(f) Other: $ -0-
(g) Balance to close by U.S. cash or LOCALLY DRAWN cashier's or official bank check(s), subject to adjustments or prorations (12:00 Noon - July 24, 2000) $ 195,000.00 #170,000.00

III. TIME FOR ACCEPTANCE OF OFFER; EFFECTIVE DATE; FACSIMILE: If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or before July 17, 2000, the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. For purposes of delivery or notice of execution, parties include Buyer and Seller or each of the respective brokers or attorneys. The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed this offer. A facsimile copy of this Contract and any signatures hereon shall be considered for all purposes as an original.

IV. FINANCING:
☒ (a) This is a cash transaction with no contingencies for financing;
☐ (b) This Contract is conditioned on Buyer obtaining a written loan commitment within ___ days after Effective Date for (CHECK ONLY ONE): ☐ a fixed; ☐ an adjustable; or ☐ a fixed or adjustable rate loan in the principal amount of $_____, at an initial interest rate not to exceed _____ %, discount and origination fees not to exceed _____ % of principal amount, and for a term of _____ years. Buyer will make application within ___ days (5 days if left blank) after Effective Date and use reasonable diligence to obtain a loan commitment and, thereafter, to satisfy terms and conditions of the commitment and close the loan. Buyer shall pay all loan expenses. If Buyer fails to obtain a commitment or fails to waive Buyer's rights under this subparagraph within the time for obtaining a commitment or, after diligent effort, fails to meet the terms and conditions of the commitment by the closing date, then either party thereafter, by written notice to the other, may cancel this Contract and Buyer shall be refunded the deposit(s); or
☐ (c) The existing mortgage, described in Paragraph II(c) above, has: ☐ a variable interest rate; or ☐ a fixed interest rate of _____ % per annum. At time of title transfer, some fixed interest rates are subject to increase; if increased, the rate shall not exceed _____ % per annum. Seller shall furnish a statement from each mortgagee stating the principal balance, method of payment, interest rate and status of mortgage or authorize Buyer or Closing Agent to obtain the same. If Buyer has agreed to assume a mortgage which requires approval of Buyer by the mortgagee for assumption, then Buyer shall promptly obtain the necessary application and diligently complete and return it to the mortgagee. Any mortgagee charge(s), not to exceed $_____ (1% of amount assumed if left blank), shall be paid by Buyer. If Buyer is not accepted by mortgagee or the requirements for assumption are not in accordance with the terms of this Contract or mortgagee makes a charge in excess of the stated amount, Seller or Buyer may rescind this Contract by written notice to the other party unless either elects to pay the increase in interest rate or excess mortgage charges.

V. TITLE EVIDENCE: At least 20 days before closing date, (CHECK ONLY ONE): ☒ Seller shall, at Seller's expense, deliver to Buyer or Buyer's attorney; or ☐ Buyer shall at Buyer's expense obtain (CHECK ONLY ONE): ☐ abstract of title or ☒ title insurance commitment (with legible copies of instruments listed as exceptions attached thereto) and, after closing, an owner's policy of title insurance.

VI. CLOSING DATE: This transaction shall be closed and the closing documents delivered on before Nov. 30, 2000 or MARCH 15, 2001, unless modified by other provisions of this Contract.

VII. RESTRICTIONS; EASEMENTS; LIMITATIONS: Buyer shall take title subject to: comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry; public utility easements of record (easements are to be located contiguous to real property lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side lines, unless otherwise stated herein); taxes for year of closing and subsequent years; assumed mortgages and purchase money mortgages, if any (if additional items, see addendum); provided, that there exists at closing no violation of the foregoing and none prevent use of the Property for residential purpose(s).

VIII. OCCUPANCY: Seller warrants that there are no parties in occupancy other than Seller; but if Property is intended to be rented or occupied beyond closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to Standard F. Seller shall deliver occupancy of property to Buyer at time of closing unless otherwise stated herein. If occupany is to be delivered before closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy unless otherwise stated herein.

IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions, riders and addenda shall control all printed provisions of this Contract in conflict with them.

X. RIDERS: (CHECK those riders which are applicable AND are attached to this Contract):

☐ COMPREHENSIVE RIDER	☐ HOMEOWNERS' ASSN.	☐ COASTAL CONSTRUCTION CONTROL LINE
☐ CONDOMINIUM	☐ "AS IS"	☐ INSULATION
☐ VA/FHA	☐ LEAD-BASED PAINT	☐ _____

XI. ASSIGNABILITY: (CHECK ONLY ONE): Buyer ☒ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ☐ may not assign this Contract.

Buyer ( ) ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page.

XII. DISCLOSURES:
(a) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon or Radon testing may be obtained from your County Public Health unit.
(b) Buyer acknowledges receipt of the Florida Building Energy-Efficiency Rating System Brochure.
(c) If the real property includes pre-1978 residential housing then a lead-based paint rider is mandatory.
(d) If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act.
(e) If Buyer will be obligated to be a member of a homeowners' association, BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION DISCLOSURE.

XIII. MAXIMUM REPAIR COSTS: Seller shall not be responsible for payments in excess of:
(a) $ -0- for treatment and repair under Standard D (if blank, then 2% of the Purchase Price).
(b) $ -0- for repair and replacement under Standard N (if blank, then 3% of the Purchase Price).

*XIV. SPECIAL CLAUSES; ADDENDA: If additional terms are to be provided, attach addendum and CHECK HERE ☐.

XV. STANDARDS FOR REAL ESTATE TRANSACTIONS: Standards A through W on the reverse side or attached are incorporated as a part of this Contract.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.
THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR.
Approval does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.
COPYRIGHT 1998 BY THE FLORIDA BAR AND THE FLORIDA ASSOCIATION OF REALTORS®

*107 _____ 7/25/2000 _____ 7/20/000
*108 (Buyer) Brian Scott Holdings, Inc. (Date) (Seller) Madeline O. Sandor, Trustee (Date)

*109 Social Security or Tax I.D. # _____ Social Security or Tax I.D. # _____

*110 _____ _____ _____ _____
*111 (Buyer) (Date) (Seller) (Date)

*112 Social Security or Tax I.D. # _____ Social Security or Tax I.D. # _____

Deposit under Paragraph II (a) received; IF OTHER THAN CASH, THEN SUBJECT TO CLEARANCE.
_____ (Escrow Agent)

BROKER'S FEE: The brokers named below, including listing and cooperating brokers, are the only brokers entitled to compensation in connection with this Contract:

*117 Name: Chuck Mayhugh Realty, Inc. 5% Brian Scott Realty, Inc. 5%
Cooperating Brokers, If any Listing Broker

STANDARDS FOR REAL ESTATE TRANSACTIONS

A. EVIDENCE OF TITLE: (1) An abstract of title prepared or brought current by a reputable and existing abstract firm (if not existing then certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the real property recorded in the public records of the county wherein the real property is located through Effective Date. It shall commence with the earliest public records, or such later date as may be customary in the county. Upon closing of this Contract, the abstract shall become the property of Buyer, subject to the right of retention thereof by first mortgagee until fully paid. (2) A title insurance commitment issued by a Florida licensed title insurer agreeing to issue Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price, insuring Buyer's title to the real property, subject only to liens, encumbrances, exceptions or qualifications provided in this Contract and those to be discharged by Seller at or before closing. Seller shall convey marketable title subject only to liens, encumbrances, exceptions or qualifications provided in this Contract. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving evidence of title to examine it. If title is found defective, Buyer shall within said 5 days notify Seller in writing specifying the defect(s). If defect(s) render title unmarketable, Seller will have 30 day from receipt of notice to remove the defects, failing which Buyer shall, within five (5) days after expiration of the thirty (30) day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall be immediately returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) within the time provided therefor. If Seller is unable to timely correct the defects, Buyer shall either waive the defects, or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract. If evidence of title is delivered to Buyer less than 5 days prior to closing, Buyer may extend closing date so that Buyer shall have up to 5 days from date of receipt of evidence of title to examine same in accordance with this Standard.

B. PURCHASE MONEY MORTGAGE; SECURITY AGREEMENT TO SELLER: A purchase money mortgage and mortgage note to Seller shall provide for a 30-day grace period in the event of default if a first mortgage and a 15-day grace period if a second or lesser mortgage; shall provide for right of prepayment in whole or in part without penalty; shall permit acceleration in event of transfer of the real property; shall require all prior liens and encumbrances to be kept in good standing and forbid modifications of or future advances under prior mortgage(s); shall require Buyer to maintain policies of insurance containing a standard mortgagee clause covering all improvements located on the real property against fire and all perils included within the term "extended coverage endorsements" and such other risks and perils as Seller may reasonably require, in an amount equal to their highest insurable value; and the mortgage, note and security agreement shall be otherwise in form and content required by Seller; but Seller may only require clauses and coverage customarily found in mortgages, mortgage notes and security agreements generally utilized by savings and loan institutions or state or national banks located in the county wherein the real property is located. All personal property and leases being conveyed or assigned will, at Seller's option, be subject to the lien of a security agreement evidenced by recorded financing statements. If a balloon mortgage, the final payment will exceed the periodic payments thereon.

C. SURVEY: Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the real property surveyed and certified by a registered Florida surveyor. If the survey discloses encroachments on the real property or that improvements located thereon encroach on setback lines, easements, lands of others or violate any restrictions, Contract covenants or applicable governmental regulation, the same shall constitute a title defect.

D. TERMITES/WOOD DESTROYING ORGANISMS: Buyer, at Buyer's expense, within the time allowed to deliver evidence of title, may have the Property inspected by a Florida Certified Pest Control Operator ("Operator") to determine if there is any visible active termite infestation or visible damage from termite infestation, excluding fences. If either or both are found, Buyer shall have 4 days from date of written notice thereof within which to have cost of treatment, if required, estimated by the Operator and all damage inspected and estimated by a licensed builder or general contractor. Seller shall pay valid costs of treatment and repair of all damage up to the amount provided in Paragraph XIII(a). If estimated costs exceed that amount, Buyer shall have the option of canceling this Contract within 5 days after receipt of contractor's repair estimate by giving written notice to Seller or Buyer may elect to proceed with the transaction, and receive a credit at closing on the amount provided in Paragraph XIII(a). "Termites" shall be deemed to include all wood destroying organisms required to be reported under the Florida Pest Control Act, as amended.

E. INGRESS AND EGRESS: Seller warrants and represents that there is ingress and egress to the real property sufficient for its intended use as described in Paragraph VII hereof, title to which is in accordance with Standard A.

F. LEASES: Seller shall, not less than 15 days before closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, rental rates, advanced rent and security deposit paid by tenant. If Seller is unable to obtain such letter from each tenant, the same information shall be furnished by Seller and Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact tenant to confirm such information. Seller shall, at closing, deliver and assign all original leases to Buyer.

G. LIENS: Seller shall furnish to Buyer at time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the real property for 90 days immediately preceding date of closing. If the real property has been improved or repaired within that time, Seller

shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at the closing of this Contract.

H. PLACE OF CLOSING: Closing shall be held in the county wherein the real property is located at the office of the attorney or other closing agent ("Closing Agent") designated by Seller.

I. TIME: In computing time periods of less than six (6) days, Saturdays, Sundays and state or national legal holidays shall be excluded. Any time periods provided for herein which shall end on a Saturday, Sunday, or a legal holiday shall extend to 5:00 p.m. of the next business day. **Time is of the essence in this Contract.**

J. CLOSING DOCUMENTS: Seller shall furnish the deed, bill of sale, construction lien affidavit, owner's possession affidavit, assignments of leases, tenant and mortgagee estoppel letters and corrective instruments. Buyer shall furnish closing statement, mortgage, mortgage note, security agreement and financing statements.

K. EXPENSES: Documentary stamps on the deed and recording of corrective instruments shall be paid by Seller. Documentary stamps and intangible tax on the purchase money mortgage and any mortgage assumed, mortgagee title insurance commitment with related fees, and recording of purchase money mortgage to Seller, deed and financing statements shall be paid by Buyer. Unless otherwise provided by law or rider to this Contract, charges for the following related title services, namely title or abstract charge, title examination, and settlement and closing fee, shall be paid by the party responsible for furnishing the title evidence in accordance with Paragraph V.

L. PRORATIONS; CREDITS: Taxes, assessments, rent, interest, insurance and other expenses of the Property shall be prorated through the day before closing. Buyer shall have the option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at closing shall be increased or decreased as may be required by prorations to be made through day prior to closing, or occupancy, if occupancy occurs before closing. Advance rent and security deposits will be credited to Buyer. Escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the real property by January 1st of year of closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties; failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. A tax proration based on an estimate shall, at request of either party, be readjusted upon receipt of tax bill on condition that a statement to that affect is signed at closing.

M. SPECIAL ASSESSMENT LIENS: Certified, confirmed and ratified special assessment liens as of date of closing (not as of Effective Date) are to be paid by Seller. Pending liens as of date of closing shall be assumed by Buyer. If the improvement has been substantially completed as of Effective Date, any pending lien shall be considered certified, confirmed or ratified and Seller shall, at closing, be charged an amount equal to the last estimate or assessment for the improvement by the public body.

N. INSPECTION, REPAIR AND MAINTENANCE: Seller warrants that the ceiling, roof (including the fascia and soffits) and exterior and interior walls, foundation, seawalls (or equivalent) and dockage do not have any Visible Evidence of leaks, water damage or structural damage and that the septic tank, pool, all appliances, mechanical items, heating, cooling, electrical, plumbing systems and machinery are in Working Condition. The foregoing warranty shall be limited to the items specified unless otherwise provided in an addendum. Buyer may, at Buyer's expense, have inspections made of those items within 20 days after the Effective Date, by a firm or individual specializing in home inspections and holding an occupational license for such purpose (if required) or by an appropriately licensed Florida contractor, and Buyer shall, prior to Buyer's occupancy, but not more than 20 days after Effective Date, report in writing to Seller such items that do not meet the above standards as to defects. Unless Buyer timely reports such defects, Buyer shall be deemed to have waived Seller's warranties as to defects not reported. If repairs or replacements are required to comply with this Standard, Seller shall cause them to be made and shall pay up to the amount provided in Paragraph XIII(b). Seller is not required to make repairs or replacements of a Cosmetic Condition unless caused by a defect Seller is responsible to repair or replace. If the cost for such repair or replacement exceeds the amount provided in Paragraph XIII(b), Buyer or Seller may elect to pay such excess, failing which either party may cancel this Contract. If Seller is unable to correct the defects prior to closing, the cost thereof shall be paid into escrow at closing. Seller shall, upon reasonable notice, provide utilities service and access to the Property for inspections, including a walk-through prior to closing, to confirm that all items of personal property are on the real property and, subject to the foregoing, that all required repairs and replacements have been made and that the Property, including, but not limited to, lawn, shrubbery and pool, if any, has been maintained in the condition existing as of Effective Date, ordinary wear and tear excepted. For purposes of this Contract: (a) "Working Condition" means operating in the manner in which the item was designed to operate; (b) "Cosmetic Condition" means aesthetic imperfections that do not affect the working condition of the item, including, but not limited to: pitted marcite; missing or torn screens; fogged windows; tears, worn spots, or discoloration of floor coverings, wallpaper, or window treatments; nail holes, scratches, dents, scrapes, chips or caulking in ceilings, walls, floorings, fixtures, or mirrors; and minor cracks in floors, tiles, windows, driveways, sidewalks, or pool decks; and (c) cracked roof tiles, curling or worn shingles, or limited roof life shall not be considered defects Seller must repair or replace, so long as there is no evidence of actual leaks or leakage or structrual damage, but missing tiles will be Seller's responsibility to replace or repair.

O. RISK OF LOSS: If the Property is damaged by fire or other casualty before closing and cost of restoration does not exceed 3% of the assessed valuation of the Property so damaged, cost of restoration shall be an obligation of Seller and closing shall proceed pursuant to the terms of this Contract with restoration costs escrowed at closing. If the cost of restoration exceeds 3% of the assessed valuation of the Property so damaged, Buyer shall have the option of either taking the Property as is, together with either the 3% or any insurance proceeds payable by virtue of such loss or damage, or of canceling this Contract and receiving return of the deposit(s).

P. PROCEEDS OF SALE; CLOSING PROCEDURE: The deed shall be recorded upon clearance of funds. If an abstract of title has been furnished, evidence of title shall be continued at Buyer's expense to show title in Buyer, without any encumbrances or change which would render Seller's title unmarketable from the date of the last evidence. All closing proceeds shall be held in escrow by Seller's attorney or other mutually acceptable escrow agent for a period of not more than 5 days after closing date. If Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5-day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect. If Seller fails to timely cure the defect, all deposit(s) and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the personal property, vacate the real property and reconvey the Property to Seller by special warranty deed and bill of sale. If Buyer fails to make timely demand for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale. If a portion of the purchase price is to be derived from institutional financing or refinancing, requirements of the lending institution as to place, time of day and procedures for closing, and for disbursement of mortgage proceeds shall control over contrary provision in this Contract. Seller shall have the right to require from the lending institution a written commitment that it will not withhold disbursement of mortgage proceeds as a result of any title defect attributable to Buyer mortgagor. The escrow and closing procedure required by this Standard shall be waived if the title agent insures adverse matters pursuant to Section 627.7841, F.S., as amended.

Q. ESCROW: Any escrow agent ("Agent") receiving funds or equivalent is authorized and agrees by acceptance of them to deposit them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with terms and conditions of this Contract. Failure of funds to clear shall not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities under the provisions of this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties hereto agree to its disbursement or until a judgement of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended. Any suit between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any suit wherin Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with these amounts to be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. The Agent shall not be liable to any party or person for misdelivery to Buyer or Seller of items subject to the escrow, unless such misdelivery is due to willful breach of the provisions of this Contract or gross negligence of Agent.

R. ATTORNEY'S FEES; COSTS: In any litigation, including breach, enforcement or interpretation, arising out of this Contract, the prevailing party in such litigation, which, for purposes of this Standard, shall include Seller, Buyer and any brokers acting in agency or nonagency relationships authorized by Chapter 475, F.S., as amended, shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

S. FAILURE OF PERFORMANCE: If Buyer fails to perform this Contract within the time specified, including payment of all deposits, the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be recovered and retained by and for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach.

T. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice given by or to the attorney for any party shall be as effective as if given by or to that party.

U. CONVEYANCE: Seller shall convey title to the real property by statutory warranty, trustee's, personal representative's or guardian's deed, as appropriate to the status of Seller, subject only to matters contained in Paragraph VII and those otherwise accepted by Buyer. Personal property shall, at the request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.

V. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

W. WARRANTY: Seller warrants that there are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed to Buyer.

Buyer (JDZ) (_____) and Seller (OMB) (_____) acknowledge receipt of a copy of this page.

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ADDENDUM TO THAT CERTAIN CONTRACT FOR SALE AND PURCHASE ("CONTRACT") BETWEEN MADELINE O. SANDOR, TRUSTEE, HEREINAFTER SOMETIMES CALLED SELLER AND BRIAN SCOTT HOLDINGS, INC., SUCCESSORS OR ASSIGNS, HEREINAFTER SOMETIMES CALLED BUYER. COLLECTIVELY CALLED THE PARTIES.

In the event of any conflict between this Addendum and the Contract, this Addendum shall control.

1. The attached plat map labeled "Exhibit A" is made a part of this Contract by reference and depicts the SUBJECT PROPERTY consisting of approximately TWO AND ONE-HALF (2-1/2) Acres. (m/l).

2. The Contract includes the house, outbuilding(s), and other improvements located upon the Property and around the perimeter of the Property. Any and all personal property, stored inside and outside of the house and outbuilding(s), including washer and dryer and any and all window treatments, shall belong to the Seller, and at the option of the Seller, shall be removed by the Seller upon vacating the property at and upon the closing.

3. The buildings and all improvements on the subject property ("Property") shall be conveyed on an "AS IS" basis. The Seller makes no guarantee, warranty, or representation, expressed or implied, as to the condition of any of the buildings or improvements located on the Property or the personal property, if any, to be conveyed pursuant to this contract. Buyer acknowledges that he has had an adequate opportunity to personally inspect the buildings, improvements, and said personal property and accepts the buildings the buildings, improvements and said personal property in their condition as of the date of this Contract. Seller's sole obligation shall be to deliver the buildings, improvements and personal property to Buyer in the condition they existed on the date of this contract, normal wear and tear excepted. The provisions contained in this paragraph shall survive the closing anticipated herein.

4. Seller and Buyer hereby acknowledge and agree to the deletions of paragraph D. ("Termites/Wood Destroying Organisms") and paragraph N. ("Inspection, Repair and Maintenance") as contained in the Contract for Sale and Purchase agreement and more specifically, "Standards For Real Estate Transactions".

5. The Buyer and its engineers, surveyors, and other agents shall have thirty (30) days from the Effective Date (the "Investigation Period") in which to undertake such physical and other investigations of and concerning the Property as Buyer, in Buyer's sole opinion, which Buyer may deem appropriate or necessary in order to evaluate the characteristics of the Property. For purposes of these investigations, Seller hereby grants to Buyer and Buyer's agents the right of entry upon the Property and any part thereof, during the Investigation Period for the purpose of undertaking such physical inspections

and investigations and additionally permit the Buyer and/or its agents to take such soil test borings on the Property as necessary for the purpose herein; provided, however, that Buyer (I) shall promptly restore any portions of the property affected by Buyer's inspection thereon to the condition which existed immediately prior to the inspections, and (ii) shall indemnify, protect, defend, and hold harmless Seller from and against any and all loses, costs, expenses, claims, demands, actions, causes of action, liabilities, judgments, awards, damages, injuries, fines, penalties, and forfeitures (including without limitation, the reasonable fees and expenses of attorneys, paralegals, and experts incurred before or during any trial or administrative proceeding, or in connection with any appellate proceeding) arising out of or in connection with any, personal injury, property damage, loss of profits, earnings, or wages, or any other damages whatsoever sustained, incurred, or suffered (or alleged to have been sustained, incurred, or suffered), by any person or entity as a result of or in connection with the activities of Buyer, its contractor, agents, or employees, on or about the Property.

In the event the results of the inspections, investigations are, in Buyer's sole opinion, unacceptable to Buyer for any reason whatsoever, and Buyer notifies Seller of that fact not later than 5:00 P.M. on the last day of the Investigation Period, then at Buyer's option and upon Buyer's request, the deposit made by buyer to Escrow Agent shall be returned to buyer and, upon return thereof, this contact shall be terminated and become null and void and all parties hereto shall be relieved of all liabilities and obligation whatsoever to each other hereunder. In the event Buyer should fail to notify Seller of the unacceptability of any such inspection or investigations by 5:00 P.M. on the last day of the Investigatory Period (sixty days from the Effective Date) then such failure shall constitute a waiver of Buyer's right to terminate this contact on account thereof.

Within three (3) business days following the expiration of the "Inspection Period" (as herein defined) (provided Buyer has not elected to terminate this Agreement pursuant to this paragraph) Buyer shall deliver an additional TWENTY FIVE THOUSAND THOUSAND DOLLARS ($25,000.00) to the Escrow Agent , which shall become part of the Deposit, thereby increasing the Deposit to THIRTY THOUSAND DOLLARS ($30,000.00). At and upon such time, (expiration of the Inspection Period) the entire THIRTY THOUSAND DOLLARS ($30,000.00) shall all become non-refundable.

6. Seller hereby acknowledges this Contract and its Addendum may be assigned to another party whereby the assigned party will be preparing and submitting certain documents and applications to the required and appropriate governmental agencies for a single family resiential project, of which the subject Property will be a part of.

At no cost to Seller and upon Buyers delivery to Seller, Seller agrees to promptly execute the necessary and required authorization form(s) to Buyer and or Buyers agent(s) to allow Buyer to make said applications.

7. **Brokerage; Real Estate Commission.** Seller and Buyer represent to each other that Brian Scott Realty, Inc. and Chuck Mayhugh Realty, Inc. are the sole real estate agents and brokers which are involved in connection with the negotiation of this real estate transaction. Seller agrees to pay a real estate commission, at the time of closing, in the total amount of ten (10%) per cent of the gross sales price. In the event that this matter should, for any reason, fail to close, then no commission shall be due and payable, the same being earned only if the transaction contemplated hereby is actually closed.

Seller and Buyer warrant and represent to the other that no other real estate broker or agent other than those identified above have been involved with or employed by either of them in connection with the consummation of this transaction. In the event a claim for commission is asserted by any other broker then the party against whom such claim is asserted shall indemnify and hold harmless the other party, including attorney fees, from such claim for commission.

8. **Broker Disclosure.** It is further understood between the parties herein, the Buyer, Brian Scott Holdings, Inc., and its President, Jeffrey B. Freeman, hereby discloses he is an active registered Florida real estate broker and may or may not have a financial interest in the purchase and consequent sale of the Property.

Buyer hereby acknowledges that Chuck Mayhugh Realty, Inc. is acting as a transactional broker/agent and Brian Scott Realty, Inc. is representing and acting as Buyers agent, in connection to this transaction.

We the undersigned do hereby agree to the above this day and date as shown below.

Date: 7/20/000

✓ Oline Madeline Sandor

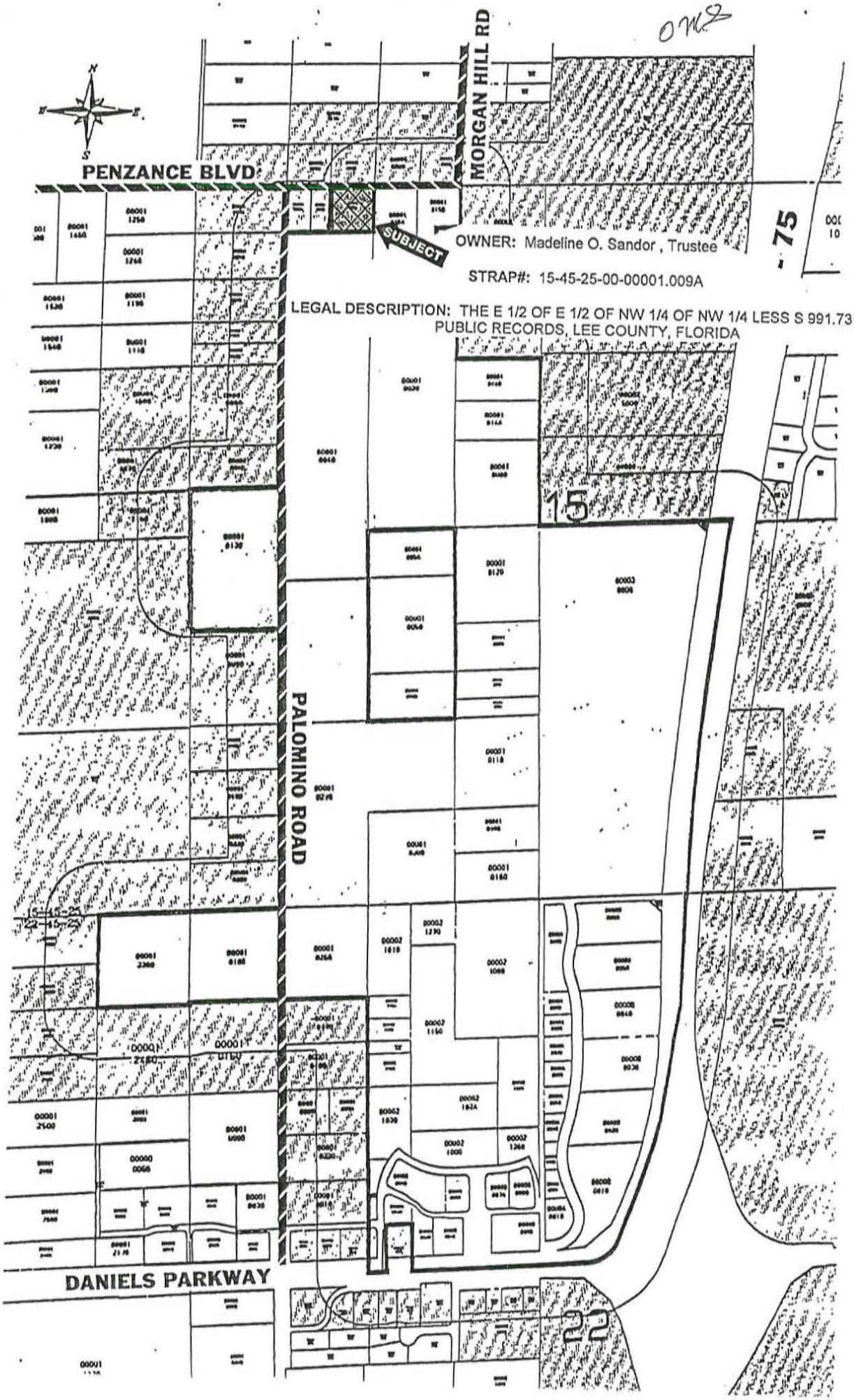
Seller: Madeline O. Sandor

Date: 7/25/2000

Jeffrey B. Freeman, President

Buyer: Brian Scott Holdings, Inc., or Assigns (Jeffrey B. Freeman, its President)

EXHIBIT "A"


MORGAN HILL RD
PENZANCE BLVD
SUBJECT
OWNER: Madeline O. Sandor , Trustee
STRAP#: 15-45-25-00-00001.009A
LEGAL DESCRIPTION: THE E 1/2 OF E 1/2 OF NW 1/4 OF NW 1/4 LESS S 991.73 FT,
PUBLIC RECORDS, LEE COUNTY, FLORIDA
PALOMINO ROAD
DANIELS PARKWAY
15
22
75

CONTRACT FOR SALE AND PURCHASE

THIS CONTRACT is made and entered into this 8 day of March, 2000, by and between WORTHINGTON GROUP OF SOUTHWEST FLORIDA, INC., as "Buyer", whose address is: 14291 Metro Parkway, Bldg 1300, Fort Myers, Florida 33912 and JEFFREY B. FREEMAN, INDIVIDUALLY and as Trustee as "Seller", whose address is: 25435 Loblolly Rd., S.W., LaBelle, FL 33935, collectively called the "Parties".

1. Sale of Property. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the real property described on Exhibit "A" attached hereto, together with all easements, privileges, rights-of-way, and all other appurtenances, pertaining to or accruing to the benefit of said property, all of which shall be referred to herein as the "Property". The STRAP # or Tax ID # is: 15-45-25-00-00001.0200.

2. Purchase Price and Method of Payment. The purchase price to be paid by Buyer to Seller for the Property, subject to adjustments and proration as hereinafter provided, shall be ~~NINETY THOUSAND FOUR HUNDRED SEVENTY- FIVE DOLLARS ($90,475.00)~~ 72,380 Which shall be paid as follows:

a. Deposit within ten (10) days upon full execution of this Contract to be paid to Pavese, Law Firm as Escrow Agent, in the amount of: $ 5,000.00

b. Purchase Money Mortgage in the amount of 70% of the purchase price. $ ~~63,332.50~~ 50,666

c. Balance at closing, subject to adjustments and proration, in the amount of: $ ~~22,142.50~~ 16,714

TOTAL: $ ~~90,475.00~~ 72,380

3. Title Insurance. Within thirty (30) days from the Effective Date, the Seller, at Seller's expense, shall obtain for Buyer and deliver to Buyer or Buyer's attorney, a title insurance commitment (with legible copies of instruments listed as exceptions) from a title insurance company naming Buyer as the properly insured. The commitment and the resulting title insurance policy shall be in the amount of the purchase price. The commitment and policy shall be in an ALTA standard form as currently authorized and approved by the Insurance Commissioner of the State of Florida. There shall be no exceptions to the commitment or policy except or unless otherwise agreed to in writing by the Buyer. The policy shall insure marketable title. The commitment shall show Seller to be vested with good, marketable, and insurable fee simple title to the property subject only to: (i) real estate taxes for the year of closing, (ii) comprehensive land use plans zoning, restrictions, prohibitions, and other requirements imposed by governmental authority, (iii) restrictions and other matters common to the subdivision, if any, and (iv) public utility easements bordering along the property lines provided none of the above interferes with the use and enjoyment of the property by Buyer for Buyer's intended use. If in Buyer's examination of the title commitment, buyer determines, in its sole opinion, that the condition of title is unacceptable to Buyer, Buyer may give written notice to Seller indicating such disapproval, whereupon this Contract shall automatically be canceled and in such event, the deposits paid by the Buyer thereunder shall be immediately returned to Buyer and upon said reimbursement, neither party shall have any further liability to the other under this Contract. Any objection to title which Buyer makes must be made within the Investigatory Period provided for in this Contract. In the event Buyer should fail to raise any objection to title within the Investigation Period then the condition of title shall be deemed to be satisfactory to Buyer.

The cost of obtaining the title commitment and any search expenses related thereto shall be at the expense of Seller and the cost of the title insurance policy to be issued and in the

amount of the full purchase price shall be charged to Seller at closing. Seller's charge for said title policy shall be at the minimum promulgated rate as provided by Florida law including discounts for any reissue credit if available.

4. Investigation of Property. The Buyer and its engineers, surveyors, and other agents shall have sixty (60) days from the Effective Date (the "Investigation Period") in which to undertake such physical and other investigations of and concerning the Property as Buyer, in Buyer's sole opinion, which Buyer may deem appropriate or necessary in order to evaluate the characteristics of the Property and quality of same for Buyer's intended development and its compliance with all applicable building zoning, and environmental, concurrency, and other codes, ordinances, statutes, rules and regulations affecting the property as well as other matters including, without limitation, the availability of water, electric, telephone, other utilities, drainage characteristics of the Property, soil conditions, and other matters deemed by the Buyer to be necessary in order for Buyer to determine the feasibility of Buyer's purchase or development of the Property. For purposes of these investigations, Seller hereby grants to Buyer and Buyer's agents the right of entry upon the Property and any part thereof, during the Investigation Period for the purpose of placing and maintaining until closing, a real estate sign on the Property undertaking such physical inspections and investigations and additionally permit the Buyer and/or its agents to take such soil test borings on the Property as necessary for the purpose herein; provided, however, that Buyer (i) shall promptly restore any portions of the Property affected by Buyer's inspection thereon to the condition which existed immediately prior to the inspections, and (ii) shall indemnify, protect, defend, and hold harmless Seller from and against any and all losses, costs, expenses, claims, demands, actions, causes of action, liabilities, judgments, awards, damages, injuries, fines, penalties, and forfeitures (including without limitation, the reasonable fees and expenses of attorneys, paralegals, and experts incurred before or during any trial or administrative proceeding, or in connection with any appellate proceeding) arising out of or in connection with any death, personal injury, property damage, loss of profits, earnings, or wages, or any other damages whatsoever sustained, incurred, or suffered (or alleged to have been sustained, incurred, or suffered), by any person or entity as a result of or in connection with the activities of Buyer, its contractor, agents, or employees, on or about the Property.

In order to assist Buyer and its agents in their evaluation of the physical and other characteristics of the Property, Seller shall furnish to Buyer within ten (10) days from the Effective Date of this Contract, copies of all reports, test results, agreements and other documents and materials pertaining to the Property which shall include but not necessarily be limited to materials and soil tests, hydrology reports, environmental reports, and audits, lease agreements, easements, boundary survey's, topographical surveys, tree surveys, wetland reports, wildlife studies, impact studies, trips analysis, impact fee agreements, development agreements, reports and/or orders, applications for rezoning and/or for change in land use, traffic studies and reports, utility agreements, county and municipal governmental reports and correspondence, notices of code violations, appraisals, assessments and agreements regarding proposed signage benefiting adjacent parcel(s) which are presently in Seller's possession or under Seller's control. The parties acknowledge, however, that such materials shall remain the property of Seller and shall be returned to Seller by Buyer only upon the termination of this contract. Further, the parties acknowledge that the Seller is without knowledge as to the accuracy of any such information and therefore no warranty, either implied or expressed, is given with such materials.

In the event the results of the inspector's investigations are, in Buyer's sole opinion, unacceptable to Buyer for any reason whatsoever, and Buyer notifies Seller of that fact not later than 5:00 p.m. on the last day of the Investigation Period, then at Buyer's option and upon Buyer's request, the deposit made by Buyer to Escrow Agent shall be returned to Buyer and, upon return thereof, this contract shall be terminated and become null and void and all parties hereto shall be relieved of all liabilities and obligation whatsoever to each other hereunder. In the event Buyer should fail to notify Seller of the unacceptability of any

such inspection or investigations by 5:00 p.m. on the last day of the Investigatory Period (sixty days from the Effective Date) then such failure shall constitute a waiver of Buyer's right to terminate this contract on account thereof.

5. Survey. Buyer at Buyer's option and expense, within time allowed for delivery of evidence and examination thereof, may have the Property surveyed by a Florida registered land surveyor. The survey shall otherwise be in sufficient form so as to allow the title company to remove the survey exception from the title policy when ultimately issued. If the survey shows any rights-of-way on the Property, violations of any restrictive covenants, violations of any building, zoning, land use, or other laws, ordinances, rules, or regulations imposed by governmental authority, encroachments or improvements located on the Property on to set back lines, easements, rights-of-way, or lands of others, encroachments of improvements of others onto the Property, overlaps or gaps, lack of access, or other matters that would, in Buyer's sole opinion, interfere with Buyer's intended use of the Property then, such matters shall be treated as Title Defects as indicated in the title insurance paragraph of this Contract. It shall be understood between the parties herein, Buyer shall be required to notify Seller, in writing, as to any defects to the survey within 45 days from the Effective Date of the contract, thereafter, Buyer shall be deemed to have waived any and all rights to objection on account thereof.

6. Purchase Money Mortgage. Seller agrees to take back a purchase money first mortgage and note in the total principal amount of 70% of the purchase price. Said Principal amount shall be amortized over a period of five (5) years with equal semi-annual installments of principal and interest payments at the interest rate of ten (10%) per cent per annum.

The first semi-annual installment shall be due and payable six months from the anniversary date of closing and each and every semi-annual installment thereafter shall be due on the same day. Said note and mortgage shall be in a form common to the area and shall not contain any pre-payment penalty in whole or part. The note shall contain a 30 day grace period and the Buyer shall have no personal liability for the payment of purchase money note and mortgage, the sole remedy of Seller in case of default shall be to foreclose on the mortgage then encumbering the property.

7. Conditions Precedent to Closing. This Contract and the obligation of Buyer to close this transaction and to pay any portion of the purchase price to Seller is exclusively conditioned upon satisfaction of each of the following conditions precedent (any of which may be waived by Buyer in writing) prior to closing:

a. The truth and accuracy as of the date of this Contract and the closing date of each and every warranty and representation made in this Contract by Seller and the execution by Seller of an Affidavit, satisfactory in form and substance to Buyer, reaffirming the truth of such items of the closing date.

b. The timely performance by Seller of each and every obligation imposed upon Seller under this Contract.

c. The execution and delivery by Seller to Buyer of each and every instrument required by this Contract.

d. The execution of such closing agreements as are reasonably necessary in order to preserve the rights of the parties under this Contract.

e. The execution of such post closing agreements as are reasonably necessary in order to preserve the rights of the parties under this Contract.

f. That none of the Property shall: (i) be used as a cemetery site or contain any known burial plots; (ii) contain any artifacts of any historical significance which would in any

way impede development as contemplated by Buyer; (iii) be affected in any way by an endangered species which would in any way impede the development thereof as contemplated by the Buyer; and (iv) have been used for the disposal of hazardous or toxic waste or as a land fill.

8. Closing. The closing shall be held on or before March 1, 2001.

The closing shall be held at the office of Pavese, Haverfield, Dalton, Harrison & Jensen, L.L.P. whose address is 1833 Hendry Street, Fort Myers, Florida 33901, or at a place so designated by Seller.

9. Deliveries at the Closing. At Closing, Seller shall execute and deliver to Buyer the following documents in form and substance acceptable to Buyer and Buyer's counsel.

a. A good and sufficient general warranty deed.

b. Seller's Affidavit of No Liens and Non-Foreign Certification.

c. Appropriate exclusive possession and "Gap Affidavit" as required by the title Company.

d. Closing Statement.

e. Assignment of all assignable development rights, if any.

f. Such other documents as may be reasonably required by the title company.

10. Closing Costs and Expenses:

a. The Seller shall be responsible for payment of the following: (i) the issuance of the title insurance commitment, Owner's Title Insurance Premium in the amount of the purchase price, and normal title related title charges (ii) documentary stamps on the deed of conveyance, and (iii) payment of brokerage commissions.

b. The Buyer shall be responsible for payment of the following: (i) recording fees for the deed of conveyance, (ii) documentary stamps and intangible tax on the purchase money mortgage and the recording cost of the purchase money mortgage, (iii) all costs and fees associated with any mortgage financing which Buyer may obtain.

11. Prorations and Apportionments. Real estate and personal property taxes (as based upon the maximum allowable discounted amount), rent, interest, insurance, and other expenses of the Property shall be prorated through the day before closing. Cash at closing shall be increased or decreased as may be required. If closing occurs when the current tax year's figures are not available then the taxes will be prorated upon the prior tax year's tax.

All revenues and all expenses of the Property shall be prorated and apportioned through the day prior to the Closing Date. Any revenue or expense amount which cannot be ascertained with certainty as of the Closing Date shall be prorated on the basis of the parties' reasonable estimates of such amount (other than reimbursements for operating expenses not billed currently to tenants) and shall be the subject of a final proration as soon thereafter as the precise amounts can be ascertained.

12. Special Assessment Liens. Certified, confirmed, and ratified special assessment liens as of the actual date of closing are to be paid by Seller. Pending liens as of the actual date of closing shall be assumed by Buyer. However, if the improvement has been substantially completed as of the Closing Date then any such pending liens shall be

considered certified, confirmed, or ratified and Seller shall, at the closing, be charged an amount equal to the last estimate of the assessment for the improvement by the public body.

13. Representations and Warranties of Seller. As an inducement to Buyer to enter into this Contract, Seller hereby represents and warrants to and hereby covenants and agrees with, Buyer as follows:

a. Seller is the owner of the Property and has the authority to execute and deliver this Contract.

b. Seller has no notice or knowledge of: (i) any pending improvement liens to be made by any governmental authority with respect to the Property, (ii) any violations of laws, statutes, ordinances, orders, regulations, or requirements of any governmental agency with respect to the Property, (iii) any pending or threatened law suits with respect to the Property, (iv) any pending or threatened condemnation proceedings with respect to the Property; or (v) any defects or inadequacies in the Property which would adversely affect the insurability of the Property or increase the cost thereof.

c. To the best of Seller's knowledge, Seller knows of no fact or condition which would result in the termination or impairment of access to the Property or the discontinuation of necessary sewer, water, electric, telephone, or other utilities or service to the Property.

d. Seller is vested with good, marketable, and insurable fee simple title to the Property.

e. Seller shall comply prior to closing with all laws, rules, regulations, and ordinances of all governmental authorities having jurisdiction over the Property. Seller shall be responsible for and shall promptly pay all amounts owed for labor, materials supplied, services rendered and/or any other bills or amounts related to Seller and Seller's ownership and/or operation of the Property prior to closing.

f. Prior to closing, no portion of the Property or any interest therein shall be alienated, encumbered, conveyed, or otherwise transferred.

g. To the best of Seller's knowledge, there has not been and there is not now; (i) any Hazardous Substance (as defined in subparagraph h. of this Paragraph 12) present on the Property; (ii) any present or past generation, recycling, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Substance on the Property; or (iii) any failure to comply with any applicable local, state, or federal environmental laws, regulations, ordinances, or administrative or judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Substance.

h. Seller has not received any notice from any governmental authority regarding the presence of any Hazardous Substance, any present or past generation, recycling, reuse, sale, storage, handling, transport, and/or disposal of any Hazardous Substance or any failure to comply with any applicable local, state, or federal environmental laws, regulations, ordinances, or administrative or judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Substance. As used herein, the term "Hazardous Substance" means any substance or material defined or designated as a hazardous or toxic waste material or substance or any other similar term by any federal, state, or local environmental statute, regulation, or ordinance presently in effect, as such statute, regulation, or ordinance may be amended from time to time.

i. There exists unobstructed ingress and egress to and from the Property through an adjacent dedicated public roadway.

j. Seller has fully disclosed to Buyer all matters which, in the reasonable judgment of the Seller, may materially and adversely affect the Property for Buyer's commercial development of the Property. The Property has no significant defects, either latent or patent.

k. Seller has not entered into any other letter of intent or contract with any other party that can be considered enforceable at the date of the Effective Date.

14. Risk of Loss; Condemnation. The Property shall be conveyed to Buyer in the same condition as on the date of this Contract, ordinary wear and tear accepted. In the event the Property or any material portion thereof is taken by eminent domain prior to closing, Buyer shall have the option of either: (i) canceling this contract and receiving a refund of the deposit, the extension payments and all interest earned, if any, thereon, in which case both Seller and Buyer shall be relieved of all further obligations under this Contract, or (ii) Buyer may proceed with the Closing in which case the Buyer shall be entitled to all condemnation awards and settlements.

15. Possession of the Property. Possession of the Property shall be delivered to Buyer on the Closing Date free and clear of all tenancies, provided, however, that without limiting any other provisions of this Contract, Seller shall provide authorized representatives of Buyer reasonable access to the Property, prior to closing, for the purposes of satisfying Buyer with respect to the representations, warranties and covenants of Seller contained herein and with respect to satisfaction of any conditions precedent to the Closing contained herein. Buyer hereby acknowledges the subject property has a cattle lease for the grazing of cattle and is receiving an Agricultural Classification of Lands from Lee County, Florida. Buyer agrees to take title subject to said cattle lease. Seller shall provide Buyer a copy of said cattle lease within fourteen (14) days from the Effective Date of the Contract.

16. Notices. Except for any payments required to be made hereunder, any notice, demand or other communication required or permitted to be given by any provision of this Contract shall be in writing and may be either (i) personally delivered, which shall be deemed received at the time of actual receipt thereto by the addressee or its agents; or (ii) sent by registered or certified mail, with postage and charges prepaid, which shall be deemed delivered three (3) business days after deposit in the United States mail, together with a facsimile transmission to be sent on the same day as the same is deposited in the mail, and in each case, addressed or delivered to a party or to an officer of the party to whom the same is directed at such party's address and/or facsimile number as set forth below, or at such other address and/or facsimile numbers the party may specify by written notice given to the other in accordance with this paragraph.

If to Seller:

Jeffrey B. Freeman
25435 Loblolly Bay Rd., S.W.
LaBelle, Fl. 33935

If to Buyer:

Worthington Group of Southwest Florida, Inc.
14291 Metro Parkway, Bldg. 1300
Fort Myers, Florida 33912

17. Broker Disclosure. Seller hereby discloses that he is an active registered Florida real estate broker..

18. Escrow. The Escrow Agent is authorized and agrees by acceptance of the escrow funds to hold same in escrow and to disburse same in accordance with the terms and conditions of this Contract. In the event the Escrow Agent is in doubt as to its duties or liabilities under the provisions of this Contract, the Escrow Agent may, in the Escrow Agent's sole discretion, continue to hold the funds which are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereof, or the Agent may deposit all the monies then held pursuant to this Contract with the Clerk of the Circuit Court of the County having jurisdiction of this dispute. Upon notifying all parties concerned of such action, all liability on the part of the Escrow Agent shall fully cease and terminate, except to the extent of accounting for any monies previously delivered out of escrow. In the event of any suit between Buyer and Seller wherein Agent is made a party because of acting as Escrow Agent hereunder, or in any suit wherein agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with the fees and costs to be paid from and out of the escrow funds or equivalent and charged and awarded court costs in favor of the prevailing party. The Escrow Agent shall not be liable for any actions taken in good faith, but only for its gross or willful negligence. The parties hereby agree to indemnify and hold the escrow agent harmless from and against any loss, liability, claim, or damage whatsoever, including reasonable attorney fees and court costs at trial and appellate levels, which the Escrow Agent may incur or be exposed to in its capacity as Escrow Agent.

19. General Provisions.

19.1 Cooperation. Seller agrees to cooperate (at no cost to Seller), with Buyer with the making or applying for, or the assignment of, any permit, development agreement, license or other governmental approval which may be required to conduct, operate, and use the development facilities which Buyer intends to construct upon the Property. Seller further agrees to execute, acknowledge and deliver all documents, applications and other papers which be necessary to make such applications or to obtain such licenses and permits; provided that the Seller shall not be required to pay any fees, charges or costs thereof.

19.2 Continuation and Survival of Representations, Warranties, Covenants and Agreements. All representations, warranties, covenants and agreements by the respective parties contained herein or made in writing pursuant to this Contract are intended to be true upon the execution and delivery of this Contract; shall remain true and correct through the Closing Date; shall be deemed to be material; and shall survive the delivery of the deed and transfer of title to the Property. All statements contained in any certificate or other instrument delivered at any time by or on behalf of Seller in connection with the transaction contemplated hereby shall constitute representations and warranties hereunder.

19.3 Entire Agreement. This Contract, together with all exhibits, schedules and appendices attached hereto and incorporated herein by reference, shall constitute the entire Contract between the parties hereto with respect to the purchase and sale of the Property, and shall supersede all prior agreements, understandings, warranties, representations and negotiations of any party herein, whether oral or written, concerning the subject matter hereof.

19.4 Modification. This Contract may not be amended, modified, altered, or terminated, except in writing signed by each of the parties hereto, dated subsequent to the date hereof and fully adopted in accordance with the provisions of this Contract.

19.5 Construction. Every covenant, term and provision of this Contract shall be construed simply accordingly to its fair meaning and not strictly for or against any party hereto.

19.6 Headings. The headings contained in this Contract are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Contract or any provision hereof.

19.7 Severability. If any portion of this Contract shall be held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law. Furthermore, to the fullest extent possible, the provisions of this Contract (including, without limitation, each portion of this Contract containing any provision held to be invalid, void or otherwise unenforceable, that is not itself invalid, void or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, void or unenforceable.

19.8 Benefit and Burden. Except as otherwise expressly permitted, restricted or provided for in this Contract, this Contract shall be binding upon and insure to the benefit of and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business and/or assets of a party), parent entities, subsidiaries, officers, directors, shareholders, agents and assigns.

19.9 Assignment. Buyer's interest under this Contract may be assigned without the prior written consent of Seller.

19.10 No Third Party Beneficiaries. Except as otherwise provided for above, no rights or benefits under this Contract are conferred upon, directly or indirectly, or shall in any way insure to the benefit of, any third party who is not a signatory to this Contract.

19.11 No Waiver. No modification or waiver of any provision of this Contract, any exhibit or schedule hereto, or any related document, agreement or instrument, and no consent by a party to any departure therefrom by the other party shall be effective unless such modification or waiver shall be in writing and signed by a duly authorized officer of the parties. No act, failure or delay by a party shall constitute a waiver of any of its rights or remedies. No single or partial waiver by a party to any provisions of this Contract shall operate as a waiver of any other provision, breach, default, right of remedy. No waiver by a party shall effect its rights to require strict performance of this Contract.

19.12 Default. If Buyer should fail to perform this Contract within the time specified, including the payment of all deposits, the deposits paid by Buyer may be retained by or for the account of Seller as agreed upon liquidation damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract. If for any reason other than the failure of Seller to make Seller's title marketable after diligent effort and that such title defects were not due to the act of the Seller, Seller fails, neglects or refuses to perform this contract the Buyer may seek specific performance or elect to receive the return of Buyer's deposits without thereby waiving any action for damages resulting from Seller's breach.

19.13 Governing Law. This Contract and all exhibits, schedules, appendices or amendments hereto shall be deemed entered into in the State of Florida. This Contract and the rights of the parties hereunder shall be interpreted in accordance with and governed by the laws of the State of Florida without giving effect to any conflict of law provision.

19.14 Time is of the Essence. Time is expressly declared to be of the essence with respect to the parties hereto and in connection with all acts or things to be done or performed in connection herewith and of every provision hereof in which time is an element. In computing time periods of less than six (6) days, Saturdays, Sundays, and state or national holidays should be excluded. Any time period provided for herein which shall end on a Saturday, Sunday, or legal holiday shall extend till 5:00 p.m. of the next business day.

19.15 Counterparts/Facsimile. This Contract may be executed in multiple counterparts each of which shall be deemed an original Contract, and all of which shall constitute one Contract to be effective as of the date of execution of this Contract. A facsimile copy of this Contract and any signatures thereon shall be considered for all purposes as originals.

19.16 Effective Date. The Effective Date of this Contract shall be the date when the last one of the Buyer and Seller has signed this Contract.

19.17 Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

19.18 Time for Acceptance. If this offer is not executed by or delivered to all parties, or fact of execution communicated in writing between the parties, on or before _____, 2000, this offer shall be deemed withdrawn.

19.19 Attorney's Fees. The successful party in any litigation, including all appellate proceedings, involving the enforcement or interpretation of this Contract shall be entitled to an award of reasonable attorney's fees and costs.

20. Tax Deferred Exchange. In the event Buyer elects to enter into a tax deferred exchange with respect to property owned by him in connection with this transaction, the Seller agrees to cooperate with the Buyer with such exchange, including the execution of such documents as may be reasonably necessary to effectuate the same. Provided, however, that the Seller shall not be obligated for any costs or expenses in connection with such exchange and, further, the Buyer shall hold Seller harmless against any liability which arises or has claim to have arisen on account of such tax free exchange.

21. Cell Tower. Seller has retained one acre of the five acre parcel on which Seller has located or will locate a cell tower. Seller recognizes that Buyer may develop the subject property and contiguous property being acquired by Buyer in such a way as to make the present location of the cell tower inconvenient to Buyer. Seller agrees by agreement which will survive the closing to accept a substitute site for the cell tower and to convey to Buyer at no additional purchase price the existing cell tower site retained by Seller provided the substitute site proposed by Buyer is acceptable to Seller, acceptable to the cell tower user and is acceptable to Lee County and such other governmental agencies as may be involved with the zoning and regulation of such sites. The substitution of cell tower site shall be at Buyer's sole cost and expense which shall include all necessary costs of governmental approvals which Buyer must obtain for the new site and all costs involved with the physical relocation.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Purchase and Sale Agreement as of the day and year first written below.

Buyer:

Date: Mar. 8, 2000

WORTHINGTON GROUP OF SOUTHWEST FLORIDA, INC.

By: _____
Jeff Darragh, President

Seller:

Date: Mar. 8, 2000.

_____ Trustee
Jeffrey B. Freeman, Individually and as Trustee

Buyer _____ Seller _____

RECEIPT BY ESCROW AGENT

(Between Jeffrey B. Freeman, Individually and as Trustee, as Seller and Worthington Group of Southwest Florida, Inc. as Buyer.)

The undersigned acknowledges receipt of _____ Dollars ($_____) pursuant to the terms of the foregoing Contract as the Initial Deposit, this _____ day of _____, 2000.

By:_____
Authorized Signatory

_____
Printed Name

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Property Data for Parcel 15-45-25-00-00001.0200

[Next Lower Parcel Number][Next Higher Parcel Number]

Owner of Record	Legal Description	Image of Structure
FREEMAN JEFFREY B TR 25435 LOBLOLLY BAY RD SW LABELLE FL 33935	S 1/2 OF SE 14 OF NE 1/4 OF NW 1/4	(Not Presently Available)
Site Address	12201 MORGAN HILL RD Fort Myers 33912	

Taxing District	DOR Code
012 - SOUTH TRAIL FIRE DISTRICT/SOUTH COUNTY	62 - GRAZING LAND CLASS III

Property Values		Exemptions		Dimensions	
Just	70010	Homestead	0	Measurement Units	AC
Assessed	360	Agricultural	69650	Number of Units	5
Assessed SOH	360	Widow	0	Frontage	0
Taxable	360	Widower	0	Depth	0
Building	0	Disability	0	Bedrooms	N/A
Land	360	Wholly	0	Bathrooms	N/A
Building Extra Features	0	Energy	0	Total Sq. Ft.	N/A
Land Extra Features	0	SOH Difference	0	Year Built	N/A

Sales Transactions

Sale Price	Date	OR Book	Page	Transaction Type	Vacant/Improved
41000	6/1/1985	1790	1586	06	V
60000	7/1/1983	1681	1804	01	V

Solid Waste (Garbage) Roll Data				
Solid Waste District	**Roll Type**	**Category**	**Unit/Area**	**Tax Amount**
002 - COUNTY	-		0	0

Land Lines (Land Use)		
Description	**Use Code**	**Units**
Market Value Agricultural	9910	5.00 Acres

[View 1999 TRIM Notice]
[Hide Building Details]
[Show Aerial View]
[Next Lower Parcel Number][Next Higher Parcel Number]

[New Query][Parcel Queries Page][Lee PA Home]

ASSIGNMENT OF CONTRACT AGREEMENT

THIS AGREEMENT entered into this 2 day of March, 2000, by and between **BRIAN SCOTT HOLDINGS, INC.** ("Brian Scott") and **WORTHINGTON GROUP OF SOUTHWEST FLORIDA, INC.** ("Worthington"):

WITNESSETH:

WHEREAS, Brian Scott has entered into a Contract for Sale and Purchase Agreement dated January 27, 2000, with Robert G. Berrin, Trustee, (the "Seller"), pertaining to real property as more particularly described on the contract attached here to as Exhibit "A" (the "Contract"); and

WHEREAS, Brian Scott desires to assign the contract to Worthington, and Worthington desires to accept the Assignment of Contract subject to the terms and conditions set forth below.

NOW THEREFORE, in consideration of the sum of $10.00 and the mutual covenants and obligations set forth below, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Recitals. The Recitals are incorporated herein as the expressions of the intentions of the parties hereto;

2. Assignment. Brian Scott hereby assigns all of its right, title and interest in the Contract to Worthington subject to the terms and conditions of the Agreement between Brian Scott and Worthington dated December 29, 1999, governing the assignment of certain contracts between Brian Scott and Worthington.

3. Assignment Fee. As consideration for Brian Scott's Assignment of the Contract to Worthington, Worthington shall pay Brian Scott an assignment fee on or before the closing of the contract.

4. Attorney's Fees - Costs. In any litigation arising out of this Agreement, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

5. Brokers. Robert S. Barber, Inc. and Bruce F. Hepp represent Worthington and not the Seller or Brian Scott. Worthington will pay Robert S. Barber, Inc. and Bruce F. Hepp a real estate commission pursuant to a separate Agreement.

Witness

Witness

BRIAN SCOTT HOLDINGS, INC.

By: _____
Jeffrey B. Freeman, President

Witness

Witness

WORTHINGTON GROUP OF SOUTHWEST FLORIDA, INC.

By: _____
Jeff Darragh, President

F:\WPDATA\SED\BRIANSCO\BERRIS.ASN

CONTRACT FOR SALE AND PURCHASE

THIS CONTRACT is made and entered into this 27 day of January, 2000, by and between BRIAN SCOTT HOLDINGS, INC. and or its assigns, as "Buyer", whose address is: 25435 Loblolly Bay Road S.W., Labelle, Fl. 33935, and ~~[illegible]~~ ROBERT G. BERRIN, TRUSTEE, as "Seller", whose address is: ~~[illegible]~~ 4601 Ponce de Leon Blvd, Suite 300 Coral Gables, FLA 33146

1. **Sale of Property.** Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the real property described on Exhibit "A" attached hereto and consisting of approximately 44 acres (m/l), together with all easements, privileges, rights-of-way, and all other appurtenances, pertaining to or accruing to the benefit of said property, all of which shall be referred to herein as the "Property". The STRAP # or Tax ID # is 15-45-25-00-00002.2000.

2. **Purchase Price and Method of Payment.** The purchase price to be paid by Buyer for Seller for the Property, subject to adjustments and proration as hereinafter provided, shall be ~~FIVE HUNDRED SEVENTY TWO THOUSAND DOLLARS ($572,000.00)~~ $704,000.00 which shall be paid as follows: SEVEN HUNDRED FOUR ~~TWENTY SIX~~ THOUSAND & 00/100 DOLLARS ~~$726,000.00~~

a. Deposit within ten (10) days upon full execution of this Contract to be paid to Fidelity National Title, as Escrow Agent, in the amount of: $ 30,000.00

b. Additional deposit upon termination of the Investigation Period and Buyer's election to proceed with the Contract, in the amount of: $ 20,000.00

c. Purchase Money Note and Mortgage in accordance to paragraph 6., in the total principal amount of: ~~$420,000.00~~ $492,800.00

d. Balance at closing, subject to adjustments and proations, in the amount of: ~~$96,000.00~~ $161,200.00

TOTAL: ~~$572,000.00~~ $704,000.00

3. **Title Insurance.** Within twenty (20) days from the Effective Date, the Seller, at ~~Seller's~~ expense, shall obtain for itself and deliver to Buyer or Buyer's attorney, a title insurance commitment (with legible copies of instruments listed as exceptions) from a title insurance company naming Buyer as the proposed insured. The commitment and the resulting title insurance policy shall be in the amount of the purchase price. The commitment and policy shall be in an ALTA standard form as currently authorized and approved by the insurance commissioner of the State of Florida. There shall be no exceptions to the commitment or policy except or unless otherwise agreed to in writing by the Buyer. The policy shall insure marketable title. The commitment shall show Seller to be vested with good, marketable, and insurable fee simple title to the property subject only to: (i) real estate taxes for the year of closing, (ii) comprehensive land use plans zoning, restrictions, prohibitions, and other requirements imposed by governmental authority, (iii) restrictions and other matters common to the subdivision, if any, and (iv) public utility easements bordering along the property lines provided none of the above interferes with the use and enjoyment of the property by Buyer for Buyer's intended use. If in Buyer's examination of the title commitment, buyer determines, in its sole opinion, that the condition of title is unacceptable to Buyer, Buyer may give written notice to Seller indication such disapproval, whereupon this Contract shall automatically be canceled and in such event, the deposits paid By the Buyer thereunder shall be immediately returned to buyer and upon said reimbursement, neither party shall have any further liability to the other under this Contract. Any objection to title which Buyer makes must be made within the Investigatory Period provided for in this Contract. In the event Buyer should fail to raise any objection to title within the Investigation Period then the condition of title shall be deemed to be satisfactory to Buyer. * WITHIN TEN (10) DAYS OF OBTAINING OF THE TITLE INSURANCE COMMITMENT

Sellers Initial_____
Buyers Initial_____

BUYER

The cost of obtaining the title commitment and any search expenses related thereto shall be at the expense of ~~Seller~~ and the cost of the title insurance policy to be issued and in the amount of the full purchase price shall be charged to ~~Seller~~ at closing. ~~Seller~~'s charge for said title policy shall be at the minimum promulgated rate as provided by Florida law including discounts for any reissue credit if available.

4. Investigation of Property. The Buyer and its engineers, surveyors, and other agents shall have ~~sixty (60) days from the Effective Date of this contract~~ until MAY 1, 2000 (the "Investigation Period") in which to undertake such physical and other investigations of and concerning the Property as Buyer, in Buyer's sole opinion, which Buyer may deem appropriate or necessary in order to evaluate the characteristics of the property and quality of same for Buyer's intended development and its compliance with all applicable building, zoning, and environmental, concurrency, and other codes, ordinances, statues, rules and regulations affecting the property as well as other matters including, without limitation, the availability of water, electric, telephone, other utilities, drainage characteristics of the property, soil conditions, and all other matters deemed by the Buyer to be necessary in order for Buyer to determine the feasibility of Buyer's purchase or development of the property. For purposes of these investigations, Seller hereby grants to Buyer and Buyer's agents the right of entry upon the Property and any part thereof, during the Investigation Period for the purpose of undertaking such physical inspections and investigations and additionally permit the Buyer and/or its agents to take such soil test borings on the Property as necessary for the purpose herein; provided, however, that Buyer (I) shall promptly restore any portions of the property affected by Buyer's inspection thereon to the condition which existed immediately prior to the inspections, and (ii) shall indemnify, protect, defend, and hold harmless Seller from and against any and all loses, costs, expenses, claims; demands, actions, causes of action, liabilities, judgments, awards, damages, injuries, fines, penalties, and forfeitures (including without limitation, the reasonable fees and expenses of attorneys, paralegals, and experts incurred before or during any trial or administrative proceeding, or in connection with any appellate proceeding) arising out of or in connection with any death, personal injury, property damage, loss of profits, earnings, or wages, or any other damages whatsoever sustained, incurred, or suffered (or alleged to have been sustained, incurred, or suffered), by any person or entity as a result of or in connection with the activities of Buyer, its contractor, agents, or employees, on or about the Property.

In order to assist Buyer and its agents in their evaluation of the physical and other characteristics of the property, Seller shall furnish to Buyer within ten (10) days from the Effective Date of this Contract, copies of all reports, test results, agreements and other documents an materials pertaining to the Property which shall include but not necessarily be limited to materials and soil tests, hydrology reports, environmental reports, and audits, lease agreements, easements, boundary survey's, topographical surveys, tree surveys, wetland reports, wildlife studies, impact studies, trips analysis, impact fee agreements, development agreements, reports and/or orders, applications for rezoning an/or for change in land use, traffic studies and reports, utility agreements, county and municipal governmental reports and correspondence, notices of code violations, appraisals, assessments and agreements regarding proposed signage benefiting adjacent parcel(s) which are presently in Sellers possession or under Sellers control. The parties acknowledge, however, that such materials shall remain the property of Seller and shall be returned to Seller by Buyer only upon the termination of this contract. Further, the parties acknowledge that the Seller is without knowledge as to the accuracy of any such information and therefor no warranty either implied or expressed, is given with such materials.

Seller HAS NO SUCH DOCUMENTS

In the event the results of the inspections, investigations are, in Buyer's sole opinion, unacceptable to Buyer for any reason whatsoever, and Buyer notifies Seller of that fact not later than 5:00 P.M. on the last day of the Investigation Period, then at Buyer's option and upon Buyer's request, the deposit made by buyer to Escrow Agent shall be returned to buyer and, upon return thereof, this contact shall be terminated and

Sellers Initial_____
Buyers Initial_____

become null and void and all parties hereto shall be relieved of all liabilities and obligation whatsoever to each other hereunder.
Upon cancellation and prior to return of Buyer's deposit, Buyer agrees, at no cost to Seller, to deliver any and all copies of pertinent reports, studies, surveys, engineering and any other items which may be of benefit for Seller's review and use and in Buyer's possession.
In the event Buyer should fail to notify Seller of the unacceptability of any such inspection or investigations by 5:00 P.M. on the last day of the Investigatory Period then such failure shall constitute a waiver of Buyer's right to terminate this contact on account thereof. Within ten (10) business days following the expiration of the "Inspection Period" (as herein defined), provided Buyer has not elected to terminate this Agreement pursuant to this paragraph, Buyer shall deliver an additional TWENTY THOUSAND THOUSAND DOLLARS ($20,000.00) to the Escrow Agent , which shall become part of the Deposit, thereby increasing the total Deposit to FIFTY THOUSAND DOLLARS ($50,000.00).

5. **Survey.** Within forty-five (45) days from the Effective Date, ~~Seller, at Seller~~ Buyer, at Buyer's expense, shall provide and deliver to Buyer a current copy of a raised seal survey of the property prepared by a Florida registered land surveyor. The survey shall be shall otherwise be in sufficient form so as to allow the title company to remove the survey exception from the title policy when ultimately issued. If the survey shows any rights of way on the Property, violations of any restrictive covenants, violations of any building, zoning, land use, or other laws, ordinances, rules, or regulations imposed by governmental authority, encroachments or improvements located on the Property on to set back lines, easements, rights-of-way, or lands of others, encroachments of improvements of others onto the Property, overlaps or gaps, lack of access, or other matters that would, in Buyer's sole opinion, interfere with Buyer's intended use of the Property then, such matters shall be treated as Title Defects as indicated in the title insurance paragraph of this Contract. In the event Buyer should fail to raise any objection to survey within the Inspection Period, the condition of survey shall be deemed to have been found satisfactory to Buyer.

6. **Purchase Money Mortgage.** Seller agrees to take back a purchase money first mortgage and note in the total principal amount of ~~FOUR HUNDRED TWENTY NINE THOUSAND DOLLARS ($429,000.00)~~ $492,800.00 ~~$508,200.00~~ FOUR Hundred Ninety two thousand FIVE (5) Eight Hundred Dollars.
Said Principal amount shall be amortized over a period of ~~[illegible]~~ years with equal, consecutive annual installments of principal and interest payments at the interest rate of ~~[illegible]~~ TEN (10%) per cent per annum.
The first annual installment shall be due and payable one year from the anniversary date of closing and each and every annual installment thereafter shall be due on the same day. Said note and mortgage shall be in a form common to the area and shall not contain any pre-payment penalty in whole or part. The note shall contain a 30 grace period and the Buyer shall have no personal liability for the payment of purchase money note and mortgage, the sole remedy of Seller in case of default shall be to foreclose on the property then encumbered on the property.

7. **Conditions Precedent to Closing.** This Contract and the obligation of Buyer to close this transaction and to pay any portion of the purchase price to Seller is exclusively conditioned upon satisfaction of each of the following conditions precedent (any of which may be waived by Buyer in writing) prior to closing:

~~a. The truth and accuracy as of the date of this Contract and the closing date of~~ each and every warranty ~~and~~ representation made in this Contract by Seller and the execution by Seller of an Affidavit, ~~satisfactory~~ in form and substance to Buyer, ~~reaffirming the truth of such items as of the closing date.~~

b. The timely performance by Seller of each and every obligation imposed upon Seller under this Contract.

c. The execution and delivery by Seller to Buyer of each and every instrument required by this Contract.

Sellers Initial_____
Buyers Initial_____

d. The execution of such closing agreements as are reasonably necessary in order to preserve the rights of the parties under this Contract.

e. The execution of such post closing agreements as are reasonably necessary in order to preserve the rights of the parties under this Agreement.

~~f. That none of the Property shall (i) [illegible]~~ known burial plots; (ii) contain any artifacts of any historical ~~significance~~ which would in any way impede development as contemplated ~~by Buyers~~; (iii) be affected in any way ~~by an endangered species which would~~ in any way impede the development thereof as ~~contemplated by the Buyer~~; and (iv) have been used for the disposal of hazardous or ~~[illegible]~~

8. Governmental Approvals and Zoning Change. Upon Buyers deposit(s) as described in paragraph 4. herein and Buyers election to proceed with the Contract, Buyer, at Buyer's sole cost and expense, Buyer (including its agents, employees, architects, engineers and independent contractors) shall have the right to pursue, apply for and obtain (i) all governmental and other permits, approvals, agreements and other actions necessary for the development and construction of a residential subdivision for the Property, and (ii) all permits, approvals, agreements and other actions necessary to obtain all utility service to the Property and to use any now existing utility lines located near or at the Property.
The governmental and other permits , approvals, agreements and other actions shall include, but not limited to; zoning for Residential Planned Development or other Planned Development classification required by the County with an approved Master Concept Plan acceptable to Buyer and allowing for, at a minimum of 132 units.

Buyer agrees to make all the necessary and required applications for said zoning and permits within forty five (45) days from the expiration of the Inspection Period and shall diligently pursue same. Buyer hereby acknowledges the property is presently zoned AG-2 (Agricultural - 2) is receiving an Agricultural Classification of Lands from Lee County for cattle grazing.

~~Buyer shall have until March 1, 2001 ("Permit and Approval Period") to obtain all of the following: (a) the Zoning Approval; (b) and any governmental permit or approval necessary for Buyer to obtain the permits required for development and construction of the Project. In the event Buyer has not obtained said governmental permits or approvals within the time provided herein, Buyer shall have the right to either (i) cancel the contract within the Permit and Approval Period by written notice to Seller or (ii) if the Buyer has diligently pursued all permits and approvals and by written notice to Seller, Buyer may extend the Permit and Approval Period for up to two thirty (30) day periods, provided Buyer deposits the additional deposit in the amount of TEN ($10,000.00) THOUSAND DOLLARS for each extension sought.~~

In the event Purchaser cancels this Contract pursuant to this paragraph, all deposit monies held in escrow shall be returned to Buyer, thereby relieving any and all rights and obligations to one another.

9. **Closing.** Subject to any other provisions of this Contract providing for extensions of the closing date, the closing shall be held within twenty (20) days from Buyer receipt of said Permits and Approvals as described in paragraph 8. herein or on or before ~~[illegible]~~ Sept 1, 2000 whichever event occurs first.

The closing shall be held at the offices of Fidelity National Title, whose address is: 6238 Presidential Ct., Ft. Myers, Fl., or at a place so designated by Seller.

~~9. 1. Extension by Closing: In the event Buyer elects to extend the Permit and Approval Period pursuant to paragraph 8. herein, closing shall occur no latter than 20 days from the expiration of each 30 day extension of the Permit and Approval Period, however, in no event shall closing occur later than June 10, 2001.~~

Sellers Initial_____
Buyers Initial_____

Any and all deposits shall be credited to and applied towards to Purchase Price at and upon closing.

10. Deliveries at the Closing. At Closing, Seller shall execute and deliver to Buyer the following documents in form and substance acceptable to Buyer and Buyer's counsel.

a. A good and sufficient ~~statutory~~ Special warranty deed,

b. Seller's Affidavit of No Liens and Non-foreign Certification,

c. Appropriate exclusive possession and "Gap Affidavit" as required by the title company,

d. Closing Statement, and

e. Such other documents as may be reasonably required by the title company and Buyers attorney.

11. Closing Costs and Expenses. Buyer shall execute note, Mortgage, Borrowers Affidavit, closing Statement & such other documents as may be reasonably required by the title co & Sellers Attny.

a. The Seller shall be responsible for payment of the following: (i) ~~the insurance of the title insurance commitment based on the Title Insurance Premium on the amount of the purchase price, and normal title related title charges~~ (ii) documentary stamps on the deed of conveyance, and (iii) payment of brokerage commissions.

b. The Buyer shall be responsible for payment of the following: (i) recording fees for the deed of conveyance, (ii) all costs and fees associated with any mortgage financing which Buyer may obtain, & (iii) Owners Title Insurance Commitment Premium & normal title related title charges.

12. Prorations and Apportionments. Real estate and personal property taxes (as based upon the maximum allowable discounted amount), rent, interest, insurance, and other expenses of the property shall be prorated through the day before closing. Cash at closing shall be increased or decreased as may be required, If closing occurs when the current tax years' figures are not available then the taxes will be prorated upon the prior year's tax.

All revenues and all expenses of the Property shall be prorated and apportioned through the day prior to the Closing Date. Any revenue or expense amount which cannot be ascertained with certainty as of the Closing Date shall be prorated on the basis of the parties' reasonable estimates of such amount (other than reimbursements for operating expenses not billed currently to tenants) and shall be the subject of a final proration as soon thereafter as the precise amounts can be ascertained.

13. Special Assessment Liens. Certified, confirmed, and ratified special assessment liens as of the actual date of ~~closing~~ Execution of this Contract are to be paid by Seller. Pending liens as of actual date of closing shall be assumed by Buyer. ~~However if the improvement has been substantially completed as of the Closing Date by the governing body, pending liens shall be considered certified, confirmed, or ratified and Seller shall, at closing, be charged an amount equal to the last estimate of the assessment for the improvement by the public body.~~

14. Representations and Warranties of Seller. As an inducement to Buyer to enter into this Agreement, Seller hereby represents and warrants to and hereby covenants and agrees with, Buyer as follows:

a. Seller is the owner of the property and has the authority to execute and deliver this Contract.

~~b. Seller has no notice or knowledge of (i) any pending improvement liens to be made by any governmental authority with respect to the property, (ii) any violations~~

Sellers Initial_____
Buyers Initial_____

of laws, statues, ordinances, orders, regulations, or requirements of any governmental agency with respect to the property, (iii) any pending or threatened law suits with respect to the property, (iv) any pending or threatened condemnation proceedings with respect to the property, or (v) any defects or inadequacies in the property which would adversely affect the insurability of the property or increase its cost of insurance.

c. To the best of Seller's knowledge, Seller knows of no fact or condition which would result in the termination or impairment of access to the property or the discontinuation of necessary sewer, water, electric, telephone, or other utilities or service to the property.

To the Best of Seller's Knowledge;

d. Seller is vested with good, marketable, and insurable fee simple title to the property,

e. Seller shall comply prior to closing with all laws, rules, regulations, and ordinances of all governmental authorities having jurisdiction over the property. Seller shall be responsible for and shall promptly pay all amounts owed for labor, materials supplied, services rendered and/or any other bills or amounts related to Seller and Seller's ownership and/or operation of the property prior to closing,

f. Prior to closing, no portion of the property or any interest therein shall be alienated, encumbered, conveyed, or otherwise transferred,

g. To the best of Sellers knowledge, there has not been and there is not now: (i) any Hazardous Substance (as defined in subparagraph h. of this Paragraph 13) present on the property; (ii) any present or past generation, recycling, reuse, sale, storage, handing, transport and/or disposal of any Hazardous Substance on the property, or (iii) any failure to comply with any applicable local, state, or federal environmental laws, regulations, ordinances, or administrative or judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Substance.

h. Seller has not received any notice from any governmental authority regarding the presence of any Hazardous Substance, any present or past generation, recycling, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Substance or any failure to comply with any applicable local, state, or federal environmental laws, regulations, ordinances, or administrative or judicial orders relating to the generation, recycling, reuse, sale, storage, handing, transport and/or disposal of any Hazardous Substance. As used herein, the term " Hazardous Substance" means any substance or material defined or designated as a hazardous or toxic waste material or substance, or any other similar term by any federal, state, or local environmental statute, regulation, or ordinance presently effect, as such statute, regulation, or ordinance may be amended from time to time.

i. There exists an unobstructed ingress and egress to and from the Property through an adjacent dedicated public roadway.

j. Seller has fully disclosed to Buyer all matters which in the opinion of the Seller, may materially and adversely affect the Property for Buyer's commercial development of the Property. The Property has no significant defects, either latent or patent.

15. **Risk of Loss; Condemnation.** The Property shall be conveyed to Buyer in the same condition as on the date of this Agreement, ordinary wear and tear accepted. Seller shall, prior to closing, take all steps to remove all trash and debris from the property. In the event the property or any material portion thereof is taken by eminent domain prior to closing, Buyer shall have the option of either: (i) canceling this contract and receiving a refund of the deposit and all interest earned thereon, in which case both Seller and Buyer shall be relieved of all further obligations under this Contract, or (ii) Buyer may proceed with the Closing in which case the Buyer shall be entitled to all condemnation awards and settlements.

16. **Possession of Property.** Possession of the Property shall be delivered to Buyer on the Closing Date, provided, however, that without limiting any other provisions of this Agreement, Seller shall provide authorized representatives of Buyer reasonable access to the Property, prior to closing, for the purposes of satisfying Buyer with respect to the representations, warranties and covenants of Seller contained herein and with respect to satisfaction of any conditions precedent to the Closing contained herein. * Subject to The Cattle lease attached to this contract for Purchase & Sale

17. **Notices.** Except for any payments required to be made hereunder, any notice, demand or other communication required or permitted to be given by any provision of this Agreement shall be in writing and may be either (i) personally delivered, which shall be deemed received at the time of actual receipt thereto by the addressee or its agent; or (ii) sent by registered or certified mail, with postage and charges prepaid, which shall be deemed delivered 10 (ten) business days after deposit in the United States mail, together with a facsimile transmission to be sent on the same day as the same is deposited in the mail, and in each case, addressed or delivered to a party or to an officer of the party to whom the same is directed at such party's address and/or facsimile number as set forth below, or at such other address and/or facsimile numbers the party may specify by written notice given to the other in accordance with this paragraph:

If to Seller:
Robert G. Berrin AS Trustee
4601 Ponce de Leon Blvd Ste 300
Coral Gables FLA 33146
Office: ~~941-~~ 305-663-6633
Fax: 941- 663-8912

with copy to: Chuck Mayhugh Realty, Inc.
1950 Courtney Drive,
Suite 207, Ft. Myers, Fl. 33901
Office: 941-278-4945
Fax: 941-278-1964

If to Buyer:
Jeff Freeman
Brian Scott Holdings, Inc.
25435 Loblolly Bay Road, S.W.
Labelle, Fl. 33935
Office: 941-675-1800
Fax: 941-675-6341

with copy to Buyers Attorney :

18. **Brokerage; Real Estate Commission.** Seller and Buyer represent to each other that Berrin ~~Real Estate~~, Chuck Mayhugh Realty, Inc., and ~~Brian Scott Realty, Inc.~~ are the sole real estate brokers which are involved in connection with the negotiation of this real estate transaction. Seller agrees to pay a real estate commission at the time of closing, in the total amount of 10%, of which each broker shall receive the following amount: ~~_____~~ Five 5 %) per cent to Berrin Associates, Inc and Five (5%) per cent to Chuck Mayhugh Realty, Inc., ~~and three and one third (3 1/3%) per cent to Brian Scott Realty, Inc.~~. In the event that this matter should, for any reason, fail to close, then no commission shall be due and payable, the same being earned only if the transaction contemplated hereby is actually closed. 0% (no commission) to Brian Scott Realty Inc.

Seller and Buyer warrant and represent to the other that no other real estate brokers or agents other than those identified above have been involved with or employed by either of them in connection with the consummation of this transaction. In the event a claim for commission is asserted by any other broker then the party against whom such claim is asserted shall indemnify and hold harmless the other party, including attorney fees, from such claim for commission.

Buyer hereby discloses that Buyer is a real estate broker licensed in the State of Florida and entering into this Contract for Buyer's own account and may or not have a financial interest in the purchase and consequent sale of the Property.

It is further disclosed herein, Chuck Mayhugh and Chuck Mayhugh Realty is acting as transactional broker and Jeff Freeman and Brian Scott Realty, Inc. is representing the Buyer, in connection to this transaction. Berrin Associates, Inc is Acting as The agent for The Seller.

19. **Escrow.** The Escrow Agent is authorized and agrees by acceptance of the escrow funds to hold same in escrow and to disburse same in accordance with the

Sellers Initial_____
Buyers Initial_____

terms and conditions of th[illegible]ontract. In the event the Escrow [illegible]nt is in doubt as to its duties or liabilities under the provisions of this Contract, the Escrow Agent may, in the Escrow Agent's sole discretion, continue to hold the funds which are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or the Agent may deposit all the monies then held pursuant to this Contract with the Clerk of the Circuit Court of the County having jurisdiction of the dispute. Upon notifying all parties concerned of such action, all liability on the part of the Escrow Agent shall fully cease and terminate, except to the extent of accounting for any monies previously delivered out of escrow. In the event of any suit between Buyer and Seller wherein Agent is made a party because of acting as Escrow Agent hereunder, or in any suit wherein agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorneys' fees and costs incurred with the fees and costs to be paid from and out of the escrow funds or equivalent and charged and awarded court costs in favor of the prevailing party. The Escrow Agent shall not be liable for any actions taken in good faith, but only for its gross or willful negligence. The parties hereby agree to indemnify and hold the escrow agent harmless from and against any loss, liability, claim, or damage whatsoever, including reasonable attorney fees and court costs at trial and appellate levels, which the Escrow Agent may incur or exposed to in its capacity as Escrow Agent, EXCEPT FOR gross negligence or WILLFUL misconduct.

20. General Provisions

20.1 Cooperation. At any time and from time to time and at their own expense Buyer and Seller agree to take such further action and execute and deliver such further documents, agreements or instruments reasonably deemed necessary or convenient by either party to implement the terms or intent thereof, including satisfaction of all conditions precedent to the purchase and sale of the Property and this Agreement.

20.2 Continuation and Survival of Representations, Warranties, Covenants and Agreements. All representations, warranties, covenants and agreements by the respective parties contained herein or made in writing pursuant to this Agreement are intended to be true upon the execution and delivery of this Agreement; shall remain true and correct through the Closing Date; shall be deemed to be material; and shall not survive the delivery of the deed and transfer of title to the Property. ~~All statements~~ [illegible].

20.3 Entire Agreement. This Agreement, together with all exhibits, schedules and appendices attached hereto and incorporated herein by reference, shall constitute the entire Agreement between the parties hereto with respect to the purchase and sale of the Property, and shall supersede all prior agreements, understandings, warranties, representations and negotiations of any party herein, whether oral or written, concerning the subject matter hereof.

20.4 Modification. This Agreement may not be amended, modified, altered, or terminated, except in writing signed by each of the parties hereto, dated subsequent to the date hereof and fully adopted in accordance with the provisions of this Agreement.

20.5 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any party hereto.

20.6 Headings. The headings contained in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret define or limit the scope, extent or intent of this Agreement or any provision hereof.

20.7 Severability. If any portion of this Agreement shall be held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law. Furthermore

Sellers Initial_____
Buyers Initial_____

to the fullest extent possible the provisions of this Agreement (including, without limitation, each portion of this Agreement containing any provision held to be invalid, void or otherwise unenforceable, that is not itself invalid, void or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, void or unenforceable.

20.8 Benefit and Burden. Except as otherwise expressly permitted, restricted or provided for in this Agreement, this Agreement shall be binding upon and insure to the benefit of and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business and/or assets of a party), parent entities, subsidiaries, officers, directors, shareholders, agents and assigns.

20.9 Assignment. Buyer's interest under this Agreement may be assigned only without the prior written consent of Seller, which consent will not be unreasonably withheld.

20.10 No Third Party Beneficiaries. Except as otherwise provided for above, no rights or benefits under this Agreement are conferred upon, directly or indirectly, or shall in any way insure to the benefit of, any third party who is not a signatory to this Agreement.

20.11 No Waiver. No modification or waiver of any provision of this Agreement, any exhibit or schedule hereto , or any related document, agreement or instrument, and no consent by a party to any departure therefrom by the other party shall be effective unless such modification or waiver shall be in writing and signed by a duly authorized officer of the parties. No act, failure or delay by a party shall constitute a waiver of any of its rights or remedies. No single or partial waiver by a party to any provisions of this Agreement shall operate as a waiver of any other provision, breach, default, right or remedy. No waiver by a party shall effect its rights to require strict performance of this Agreement.

20.12 Default. If Buyer should fail to perform this Contract within the time specified including the payment of all deposits, the deposits paid by Buyer may be retained by or for the account of Seller as agreed upon liquidation damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, buyer and Seller shall be relieved of all obligations under this Contract. or Seller, at Seller's option, may proceed in equity to enforce Sellers rights under this contract. If for any reason other than the failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this contract the Buyer may seek specific performance or elect to receive the return of Buyer's deposits ~~without further liability or recourse to Seller.~~ ROBERT G. BERRY, AS TRUSTEE SHALL HAVE NO PERSONAL LIABILITY

20.13 Governing Law. This Agreement and all exhibits, schedules, appendices or amendments hereto shall be deemed entered into in the State of Florida. This Agreement and the rights of the parties hereunder shall be interpreted in accordance with and governed by the laws of the State of Florida without giving effect to any conflict of law provision.

20.14 Time is of the Essence. Time is expressly declared to be of the essence with respect to the parties hereto and in connection with all acts or things to be done or performed in connection herewith and of every provision hereof in which time is an element. In computing time periods of less than six (6) days, Saturdays, Sundays, and state or national holidays should be excluded. Any time period provided for herein which shall end on a Saturday, Sunday, or a legal holiday shall extend till 5:00 P.M. of the next business day.

20.15 Counterparts/Facsimile. This Agreement may be executed in multiple counterparts each of which shall be deemed an original Agreement, and all of which shall constitute one Agreement to be effective as of the date of execution of this Agreement. A facsimile copy of this Contract and any signatures thereon shall be considered for all purposes as originals.

LIABILITY OR OBLIGATION IN ANY WAY WITH REGARD TO THIS contract, it being understood that Buyer will look only to the real property to satisfy any claim against Seller, if any.

Sellers Initial _____
Buyers Initial _____

20.16 Radon Gas. Radon gas is a natural occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in Florida. Additional information regarding radon and radon testing may be obtained from your county health unit.

20.17 Effective Date. The Effective Date of this Contract shall be the date when the last one of the Buyer and Seller has signed this Contract.

20.18 Time for Acceptance. If this offer is not executed by or delivered to all parties, or fact of execution communicated in writing between the parties, on or before FRIDAY MARCH 3, 2000 @ 5:00 pm this offer shall be deemed withdrawn.

21. Tax Deferred Exchange. In the event ~~Buyer~~ EITHER PARTY elects to enter into a tax deferred exchange with ..... in connection with this transaction, EACH PARTY AGREES TO COOPERATE WITH THE OTHER PARTY IN such exchange, including the execution of such documents as may be reasonably necessary to effectuate the same. Provided however, that the ~~Seller~~ COOPERATING PARTY shall not be obligated for any costs or expenses in connection with such exchange and, further, EXCHANGING PARTY shall hold EXCHANGING PARTY harmless against any liability which arises or has claim to have arisen on account of such tax free exchange.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Purchase and Sale Agreement as of the day and year written below.

BUYER:

Date: 2/28/2000.

By: _____
BRIAN SCOTT HOLDINGS, INC.,
Jeffrey B. Freeman, President

SELLER:

Date: 2/27/00

By: _____ Trustee
ROBERT G BERRIN,
TRUSTEE

RECEIPT BY ESCROW AGENT

ROBERT G. Berrin, Trustee,
as Seller & Brian Scott Holdings, Inc., as Buyer)

The undersigned acknowledges receipt of FIFTY THOUSAND DOLLARS ($50,000.00) pursuant to the terms of the foregoing Contract as the Initial Deposit, this _____day of _____, 2000.

By: _____
Authorized Signatory

_____
Printed Name

Sellers Initial_____
Buyers Initial_____

ASSIGNMENT OF CONTRACT AGREEMENT

THIS AGREEMENT entered into this 6th day of June, 2000, by and between **BRIAN SCOTT HOLDINGS, INC.** ("Brian Scott") and **WORTHINGTON GROUP OF SOUTHWEST FLORIDA, INC.** ("Worthington"):

WITNESSETH:

WHEREAS, Brian Scott has entered into a Contract for Sale and Purchase Agreement dated May26, 2000, with SOWAMCO VI. LTD. (the "Seller"), pertaining to real property as more particularly described on the contract attached here to as Exhibit "A" (the "Contract"); and

WHEREAS, Brian Scott desires to assign the contract to Worthington, and Worthington desires to accept the Assignment of Contract subject to the terms and conditions set forth below.

NOW THEREFORE, in consideration of the sum of $10.00 and the mutual covenants and obligations set forth below, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Recitals. The Recitals are incorporated herein as the expressions of the intentions of the parties hereto;

2. Assignment. Brian Scott hereby assigns all of its right, title and interest in the Contract to Worthington. There exists an agreement between Brian Scott and Worthington dated December 29, 1999, governing the assignment of certain contracts between Brian Scott and Worthington. The contract being assigned hereunder is not governed by that Agreement insofar as the average price is concerned, (i.e. the rolling average of $17,500.00 per acre) otherwise the terms of that Agreement shall apply.

3. Assignment Fee. As consideration for Brian Scott's Assignment of the Contract to Worthington, an assignment fee of 10% of the contract price shall be paid at closing.

4. Attorney's Fees - Costs. In any litigation arising out of this Agreement, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

5. Brokers. Robert S. Barber, Inc. and Bruce F. Hepp represent Worthington and not the Seller or Brian Scott. Worthington will pay Robert S. Barber, Inc. and Bruce F. Hepp a real estate commission pursuant to a separate Agreement.

Witness

Witness

Witness

Witness

BRIAN SCOTT HOLDINGS, INC.

By: _____
Jeffrey B. Freeman, President

WORTHINGTON GROUP OF SOUTHWEST FLORIDA, INC.

By: _____
Jeff Darragh, President

F:\WPDATA\SED\BRIANSCO\SOWAMCO\ASSIGN.1

CONTRACT FOR SALE AND PURCHASE

THIS CONTRACT is made and entered into this _____day of May, 2000, by and between BRIAN SCOTT HOLDINGS, INC. and or its assigns, as "Buyer", whose address is: 25435 Loblolly Bay Road S.W., Labelle, Fl. 33935, and SOWAMCO VI, LTD., ~~A FLORIDA CORPORATION~~, as "Seller", whose address is: c/o Jon Nelson, V.P. of First City Servicing Corp., 577-A Southlake Blvd., Southport Office Park, Richmond, V.A. 23236.

1. Sale of Property. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the real property described on Exhibit "A" and Exhibit "B"attached hereto and consisting of approximately FOURTEEN (14) acres (m/l) located and fronting on Daniels Pkwy. and I-75 and approximately TEN (10) acres (m/l) located on Palomino Lane, together with all easements, privileges, rights-of-way, and all other appurtenances, pertaining to or accruing to the benefit of said property, all of which shall be referred to herein as the "Property". The STRAP # or Tax ID #'S are as follows: 22-45-25-01-0000A.0010, 22-45-25-01-0000A.0020, 22-45-25-01-0000B.0010, 22-45-25-01-0000B.0020, also known as and in accordance to DanPort Center Plat as recorded in Plat Book 36, page 118, Blk. A. Lots 1 and Lot 2, and Blk. B. Lots 1 and Lot 2, together containing approximately 14 acres AND STRAP#-15-45-25-00-00001.004A, containing approximately 10. acres (m/l).

2. Purchase Price and Method of Payment. The purchase price to be paid by Buyer for Seller for the Property, subject to adjustments and proration as hereinafter provided, shall be ONE MILLION ~~EIGHT~~ NINE HUNDRED FIFTY THOUSAND DOLLARS (~~$1,850,000.00~~ $1,950,000) which shall be paid as follows:

a. Deposit within FIVE (5) days upon Buyers receipt of Sellers approved and executed Contract to be paid to Fidelity National Title as Escrow Agent, in the amount : $ 100,000.00

b. Balance at closing, subject to adjustments and proations, in the amount of: ~~$1,750,000.00~~ $1,850,000.00

TOTAL: ~~$1,850,000.00~~ $1,950,000.00

C. NOTWITHSTANDING ANYTHING CONTAINED IN THIS CONTRACT TO THE CONTRARY, UPON DELIVERY BY FIDELITY NATIONAL TITLE AS ESCROW AGENT OF GOOD OF THE DEPOSIT SHALL BE NON-REFUNDABLE TO BUYER, THIS CONTRACT SHALL CONSTITUTE INSTRUCTIONS TO ESCROW AGENT

3. Title Insurance. Within fourteen (14) days from the Effective Date, the Buyer, at Buyer's expense, shall obtain for itself, a title insurance commitment (with legible copies of instruments listed as exceptions) from a title insurance company naming Buyer as the proposed insured. The commitment and the resulting title insurance policy shall be in the amount of the purchase price. The commitment and policy shall be in an ALTA standard form as currently authorized and approved by the insurance commissioner of the State of Florida. There shall be no exceptions to the commitment or policy except as provided in paragraph 3.a. herein, or unless otherwise agreed to in writing by the Buyer. The policy shall insure marketable title. The commitment shall show Seller to be vested with good, marketable, and insurable fee simple title to the property subject only to: (i) real estate taxes for the year of closing, (ii) comprehensive land use plans zoning, restrictions, prohibitions, and other requirements imposed by governmental authority, (iii) restrictions and other matters common to the subdivision, if any, and (iv) public utility easements bordering along the property lines provided none of the above interferes with the use and enjoyment of the property by Buyer for Buyer's intended use. If in Buyer's examination of the title commitment, buyer determines, in its sole opinion, that the condition of title is unacceptable to Buyer, Buyer may give written notice to Seller indication such disapproval, whereupon this Contract shall automatically be canceled and in such event, the deposits paid By the Buyer thereunder shall be immediately returned to buyer and upon said reimbursement, neither party shall have any further liability to the other under this Contract. Any objection to title which Buyer makes must be made within the Investigatory Period provided for in this Contract. In the event Buyer should fail to raise any objection to

Sellers Initial _____
Buyers Initial _____

title within the Investigation Period then the condition of title shall be deemed to be satisfactory to Buyer.

The cost of obtaining the title commitment and any search expenses related thereto shall be at the expense of Buyer and the cost of the title insurance policy to be issued and in the amount of the full purchase price shall be charged to Buyer at closing. Buyer's charge for said title policy shall be at the minimum promulgated rate as provided by Florida law including discounts for any reissue credit if available.

3.a. Seller's Disclosure Relating to Ingress and Egress.
Seller hereby discloses and Buyer hereby acknowledges and agrees the subject property currently may or may not have legal ingress and egress to and from an adjacent public easement or right of way street, road or highway. It is further understood between the parties herein, the impairment of ingress and egress to the Property is believed to involve that certain drainage right of way labeled Tract "A" consisting of approximately forty (40') as measured in a westerly to easterly direction and more specifically in accordance to and as shown and depicted and recorded in Plat Book 36, Pages 118 thru 120, DanPort Center, Public Records of Lee County, Florida.

Buyer further acknowledges and agrees to take title subject to, finds no objection to title and waives any and all rights for cancellation on account thereof as to the current condition of title as of the Effective Date of this Contract relating and limited to said ingress and egress to and from the Property.

4. Investigation of Property. The Buyer and its engineers, surveyors, and other agents shall have SIXTY (60) days from the Effective Date of this contact (the "Investigation Period") in which to undertake such physical and other investigations of and concerning the Property as Buyer, in Buyer's sole opinion, which Buyer may deem appropriate or necessary in order to evaluate the characteristics or the property and quality of same for Buyer's intended development and its compliance with all applicable building, zoning, and environmental, concurrency, and other codes, ordinances, statues, rules and regulations affecting the property as well as other matters including, without limitation, the availability of water, electric, telephone, other utilities, drainage characteristics of the property, soil conditions, and all other matters deemed by the Buyer to be necessary in order for Buyer to determine the feasibility of Buyer's purchase or development of the property. For purposes of these investigations, Seller hereby grants to Buyer and Buyer's agents the right of entry upon the Property and any part thereof, during the Investigation Period for the purpose of undertaking such physical inspections and investigations and additionally permit the Buyer and/or its agents to take such soil test borings on the Property as necessary for the purpose herein; provided, however, that Buyer (I) shall promptly restore any portions of the property affected by Buyer's inspection thereon to the condition which existed immediately prior to the inspections, and (ii) shall indemnify, protect, defend, and hold harmless Seller from and against any and all loses, costs, expenses, claims, demands, actions, causes of action, liabilities, judgments, awards, damages, injuries, fines, penalties, and forfeitures (including without limitation, the reasonable fees and expenses of attorneys, paralegals, and experts incurred before or during any trial or administrative proceeding, or in connection with any appellate proceeding) arising out of or in connection with any death, personal injury, property damage, loss of profits, earnings, or wages, or any other damages whatsoever sustained, incurred, or suffered (or alleged to have been sustained, incurred, or suffered), by any person or entity as a result of or in connection with the activities of Buyer, its contractor, agents, or employees, on or about the Property.

In order to assist Buyer and its agents in their evaluation of the physical and other characteristics of the property, Seller shall furnish to Buyer within ten (10) days from the Effective Date of this Contract, copies of all reports, test results, agreements and other documents and materials pertaining to the Property which shall include but not necessarily be limited to materials and soil tests, hydrology reports, environmental reports, and audits, lease agreements, easements, boundary survey's, topographical surveys, tree surveys, wetland reports, wildlife studies, impact studies, trips analysis, impact fee agreements, development agreements, reports and/or orders, applications

Sellers Initial

for rezoning and/or for change in land use, traffic studies and reports, utility agreements, county and municipal governmental reports and correspondence, notices of code violations, appraisals, assessments and agreements regarding proposed signage benefiting adjacent parcel(s) which are presently in Sellers possession. The parties acknowledge, however, that such materials shall remain the property of Seller and shall be returned to Seller by Buyer only upon the termination of this contract. Further, the parties acknowledge that the Seller is without knowledge as to the accuracy of any such information and therefor no warranty either implied or expressed, is given with such materials.
EXCEPT FOR $20,000 WHICH SHALL BE DELIVERED TO SELLER. 6/2/00.
In the event the results of the inspections, investigations are, in Buyer's sole opinion, unacceptable to Buyer for any reason whatsoever, and Buyer notifies Seller of that fact not later than 5:00 P.M. on the last day of the Investigation Period, then at Buyer's option and upon Buyer's request, the deposit made by buyer to Escrow Agent shall be returned to buyer and, upon return thereof, this contact shall be terminated and become null and void and all parties hereto shall be relieved of all liabilities and obligation whatsoever to each other hereunder.
Upon cancellation and prior to return of Buyer's deposit, Buyer agrees, at no cost to Seller, to deliver any and all copies of pertinent reports, studies, surveys, engineering and any other items which may be of benefit for Seller's review and use and in Buyer's possession.
In the event Buyer should fail to notify Seller of the unacceptability of any such inspection of investigations by 5:00 P.M. on the last day of the Investigatory Period then such failure shall constitute a waiver of Buyer's right to terminate this contact on account thereof, whereby the initial deposit monies in the amount of $100,000.00 shall become nonrefundable.

5. Survey. Within twenty (20) days from the Effective Date, Buyer, at Buyer's option and expense, shall obtain for itself a current copy of a raised seal survey of the Property prepared by a Florida registered land surveyor. The survey shall be shall otherwise be in sufficient form so as to allow the title company to remove the survey exception from the title policy when ultimately issued. If the survey shows any rights of way on the Property, violations of any restrictive covenants, violations of any building, zoning, land use, or other laws, ordinances, rules, or regulations imposed by governmental authority, encroachments or improvements located on the Property on to set back lines, easements, rights-of-way, or lands of others, encroachments of improvements of others onto the Property, overlaps or gaps, or other matters that would, in Buyer's sole opinion, interfere with Buyer's intended use of the Property then, such matters shall be treated as Title Defects as indicated in the title insurance paragraph of this Contract, provided however, access shall not be permitted to be treated as a Title Defect(s). In the event Buyer should fail to raise any objection to survey within the Inspection Period, the condition of survey shall be deemed to have been found satisfactory to Buyer.

6. Governmental Approvals and Zoning Change. Upon the expiration of the Inspection Period as described in paragraph 4. herein and Buyers election to proceed with the Contract, Buyer, at Buyer's sole cost and expense, Buyer (including its agents, employees, architects, engineers and independent contractors) shall have the right to pursue, apply for and obtain (i) all governmental and other permits, approvals, agreements and other actions necessary to obtain zoning for a Commercial Planned Development (CPD) for the Property, and (ii) all permits, approvals, agreements and other actions necessary to obtain all utility service to the Property and to use any now existing utility lines located near or at the Property.
The governmental and other permits , approvals, agreements and other actions shall include, but not limited to; zoning for Commercial Planned Development (CPD) or other zoning or Planned Development classification required by Lee County and with an approved Master Concept Plan acceptable to Buyer.

Buyer agrees to make all the necessary and required applications for said zoning and permits within sixty (60) days from the expiration of the Inspection Period and shall diligently pursue same. Buyer hereby acknowledges the property is presently zoned

Sellers Initial

AG-2 (Agricultural - 2) is receiving an Agricultural Classification of Lands from Lee County for cattle grazing.

Buyer shall have until December 20, 2000 ("Permit and Approval Period") to obtain all said Zoning Approval(s) and any governmental permit or approval necessary for Buyer to obtain the required zoning for a Commercial Planned Development. In the event Buyer has not obtained said zoning, governmental permits or approvals within the time provided herein, Buyer shall have the right to either (i) cancel the contract within the Permit and Approval Period as provided herein and by written notice to Seller or (ii) if the Buyer has diligently pursued all permits and approvals and by written notice to Seller, Buyer may extend the Permit and Approval Period for up to three (3) thirty (30) day periods, provided Buyer deposits the additional non-refundable deposit in the amount of TEN ($10,000.00) THOUSAND DOLLARS for each extension sought. BUYER AND SELLER AGREE THAT ANY ROLL-BACK OF REAL PROPERTY TAXES SHALL BE THE RESPONSIBILITY OF BUYER. 6/2/00

7. Conditions Precedent to Closing. This Contract and the obligation of Buyer to close this transaction and to pay any portion of the purchase price to Seller is exclusively conditioned upon satisfaction of each of the following conditions precedent (any of which may be waived by Buyer in writing) prior to closing: EXCEPT FOR THE NON-REFUNDABLE DEPOSIT, 6/2/00

a. The truth and accuracy as of the date of this Contract and the closing date of each and every warranty and representation made in this Contract by Seller and the execution by Seller of an Affidavit, satisfactory in form and substance to Buyer, reaffirming the truth of such items as of the closing date.

b. The timely performance by Seller of each and every obligation imposed upon Seller under this Contract.

c. The execution and delivery by Seller to Buyer of each and every instrument required by this Contract. 6/2/00

d. The execution of such closing agreements as are reasonably necessary in order to preserve the rights of the parties under this Contract.

e. The execution of such post closing agreements as are reasonably necessary in order to preserve the rights of the parties under this Agreement. THIS DOES NOT CONSTITUTE A CONDITION PRECEDENT TO CLOSING. 6/2/00

~~f. That none of the Property shall: (i) be used as a cemetery site or contain any known burial plots; (ii) contain any artifacts of any historical significance which would in any way impede development as contemplated by Buyers; (iii) be affected in any way by an endangered species which would in any way impede the development thereof as contemplated by the Buyer; and (iv) have been used for the disposal of hazardous or toxic waste or as a land fill.~~

8. Closing. The closing shall take place on or before thirty (30) days from the expiration of the Permit and Approval date as described in paragraph 6. herein, however, in no event shall closing take place latter than March 31, 2001.
The closing shall be held at the offices of Fidelity National Title, whose address is: _____ Ft. Myers, Fl. 33919, or at a place so designated by Seller.

9. This paragraph is hereby deleted.

10. Deliveries at the Closing. At Closing, Seller shall execute and deliver to Buyer the following documents in form and substance acceptable to Buyer and Buyer's counsel. 6/2/00.

a. A good and sufficient ~~general~~ SPECIAL warranty deed,

b. Seller's Affidavit of No Liens and Non-foreign Certification,

c. Appropriate exclusive possession and "Gap Affidavit" as required by the title company,

Sellers Initial

d. Closing Statement, and

e. Such other documents as may be reasonably required by the title company and Buyers attorney.

11. Closing Costs and Expenses.

a. The Seller shall be responsible for payment of the following: (i) payment of brokerage commissions, and (ii) proration of real estate taxes.

b. The Buyer shall be responsible for payment of the following: (i) recording fees for the deed of conveyance, (ii) the issuance of the title insurance commitment, Owner's Title Insurance Premium in the amount of the purchase price, and normal title related title charges (iii) documentary stamps on the deed of conveyance, and (iv) all costs and fees associated with any mortgage financing which Buyer may obtain,

12. Prorations and Apportionments. Real estate and personal property taxes (as based upon the maximum allowable discounted amount), rent, interest, insurance, and other expenses of the property shall be prorated through the day before closing. Cash at closing shall be increased or decreased as may be required, If closing occurs when the current tax years' figures are not available then the taxes will be prorated upon the prior year's tax.

All revenues and all expenses of the Property shall be prorated and apportioned through the day prior to the Closing Date. Any revenue or expense amount which cannot be ascertained with certainty as of the Closing Date shall be prorated on the basis of the parties' reasonable estimates of such amount (other than reimbursements for operating expenses not billed currently to tenants) and shall be the subject of a final proration as soon thereafter as the precise amounts can be ascertained.

13. Special Assessment Liens. Certified, confirmed, and ratified special assessment liens as of the Effective Date of this Contract are to be paid by Seller. Pending liens as of actual date of closing shall be assumed by Buyer.

14. Representations and Warranties of Seller. As an inducement to Buyer to enter into this Agreement, Seller hereby represents and warrants to and hereby covenants and agrees with, Buyer as follows:

a. Seller is the owner of the property and has the authority to execute and deliver this Contract.

b. Seller has no notice or knowledge of: (i) any pending improvements liens to be made by any governmental authority with respect to the property (ii) any violations of laws, statues, ordinances, orders, regulations, or requirements of any governmental agency with respect to the property, (iii) any pending or threatened law suits with respect to the property, (iv) any pending or threatened condemnation proceedings with respect to the property, or (v) any defects or inadequacies in the property which would adversely affect the insurability of the property or increase the cost thereof.

6/2/00

~~c. To the best of Seller's knowledge, Seller knows of no fact or condition which would result in the termination of impairment of access to the property or the discontinuation of necessary sewer, water, electric, telephone, or other utilities or service to the property.~~

d. Seller is vested with good, marketable, and insurable fee simple title to the property,

e. Seller shall comply prior to closing with all laws rules, regulations, and ordinances all governmental authorities having jurisdiction over the property. Seller shall be responsible for and shall promptly pay all amounts owed for labor, materials supplied, services rendered and/or any other bills or amounts related to Seller and Seller's ownership and/or operation of the property prior to closing,

Sellers Initial

f. Prior to closing, no portion of the property or any interest therein shall be alienated, encumbered, conveyed, or otherwise transferred,

g. To the best of Sellers knowledge [WITHOUT HAVING CONDUCTED ANY INDEPENDENT INVESTIGATION] there has not been and there is not now: (i) any Hazardous Substance (as defined in subparagraph h. of this Paragraph 13) present on the property; (ii) any present or past generation, recycling, resuse, sale, storage, handing, transport and/or disposal of any Hazardous Substance on the property, or (iii) any failure to comply with any applicable local, state, or federal environmental laws, regulations, ordinances, or administrative or judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Substance. 6/2/00

h. Seller has not received any notice from any governmental authority regarding the presence of any Hazardous Substance, any present or past generation, recycling, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Substance or any failure to comply with any applicable local, state, or federal environmental laws, regulations, ordinances, or administrative or judicial orders relating to the generation, recycling, reuse, sale, storage, handing, transport and/or disposal of any Hazardous Substance. As used herein, the term " Hazardous Substance" means any substance or material defined or designated as a hazardous or toxic waste material or substance, or any other similar term by any federal, state, or local environmental statute, regulation, or ordinance presently effect, as such statute, regulation, or ordinance may be amended from time to time.

i. Seller does not warrant or guarantee, expressed or implied, as to any unobstructed ingress and egress to and from the Property through an adjacent dedicated public roadway.

[EXCEPT FOR THE NON-REFUNDABLE DEPOSIT]

15. Risk of Loss; Condemnation. The Property shall be conveyed to Buyer in the same condition as on the date of this Agreement, ordinary wear and tear accepted. ~~Seller shall, prior to closing, take all steps to remove all trash and debris from the property.~~ In the event the property or any material portion thereof is taken by eminent domain prior to closing, Buyer shall have the option of either: (i) canceling this contract and receiving a refund of the deposit and all interest earned thereon, in which case both Seller and Buyer shall be relieved of all further obligations under this Contract, or (ii) Buyer may proceed with the Closing in which case the Buyer shall be entitled to all condemnation awards and settlements. 6/2/00.

16. Possession of the Property. Possession of the Property shall be delivered to Buyer on the Closing Date, provided, however, that without limiting any other provisions of this Agreement, Seller shall provide authorized representatives of Buyer reasonable access to the Property, prior to closing, for the purposes of satisfying Buyer with respect to the representations, warranties and covenants of Seller contained herein and with respect to satisfaction of any conditions precedent to the Closing contained herein.

17. Notices. Except for any payments required to be made hereunder, any notice, demand or other communication required or permitted to be given by any provision of this Agreement shall be in writing and may be either (i) personally delivered, which shall be deemed received at the time of actual receipt thereto by the addressee or its agent; or (ii) sent by registered or certified mail, with postage and charges prepaid, which shall be deemed delivered 10 (ten) business days after deposit in the United States mail, together with a facsimile transmission to be sent on the same day as the same is deposited in the mail, and in each case, addressed or delivered to a party or to an officer of the party to whom the same is directed at such party's address and/or facsimile number as set forth below, or at such other address and/or facsimile numbers the party may specify by written notice given to the other in accordance with this paragraph:

Sellers Initial

If to Seller: WITH COPY TO SELLERS ATTORNEY:
SOWAMCO VI, LTD,
c/o Jon Nelson, V.P.
First City Servicing Corporation
577-A Southlake Blvd.
SouthPort Office Park
Richmond, VA. 23236
Office: 804-378-7080 / Fax: 804-378-7088

If to Buyer: with copy to Buyers Attorney :
Jeff Freeman
Brian Scott Holdings, Inc.
25435 Loblolly Bay Road, S.W.
Labelle, Fl. 33935
Office: 941-675-1800 / Fax: 941-675-6341

with copy to: Chuck Mayhugh Realty, Inc.
1950 Courtney Drive,
Suite 207, Ft. Myers, Fl. 33901
Office: 941-278-4945 Fax: 941-278-1964

18. Brokerage; Real Estate Commission. Seller and Buyer represent to each other that Chuck Mayhugh Realty, Inc., and Brian Scott Realty, Inc. are the sole real estate brokers which are involved in connection with the negotiation of this real estate transaction. Seller agrees to pay a real estate commission, at the time of closing, in the total amount of Ten (10%) per cent of the gross purchase price of which each broker shall receive the following amount : five (5%) per cent to Chuck Mayhugh Realty, Inc., and five (5%) per cent to Brian Scott Realty, Inc.. In the event that this matter should, for any reason, fail to close, then no commission shall be due and payable, the same being earned only if the transaction contemplated hereby is actually closed.
Seller and Buyer warrant and represent to the other that no other real estate brokers or agents other than those identified above have been involved with or employed by either of them in connection with the consummation of this transaction. In the event a claim for commission is asserted by any other broker then the party against whom such claim is asserted shall indemnify and hold harmless the other party, including attorney fees, from such claim for commission.
Buyer hereby discloses that Buyer is a real estate broker licensed in the State of Florida and entering into this Contract for Buyer's own account and may or not have a financial interest in the purchase and consequent sale of the Property.
It is further disclosed herein, Chuck Mayhugh and Chuck Mayhugh Realty is acting as transactional broker and Jeff Freeman and Brian Scott Realty, Inc. is representing the Buyer as Buyer's agent, in connection to this transaction.

19. Escrow. The Escrow Agent is authorized and agrees by acceptance of the escrow funds to hold same in escrow and to disburse same in accordance with the terms and conditions of this Contract. In the event the Escrow Agent is in doubt as to its duties or liabilities under the provisions of this Contract, the Escrow Agent may, in the Escrow Agent's sole discretion, continue to hold the funds which are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court competent jurisdiction shall determine the rights of the parties thereto, or the Agent may deposit all the monies then held pursuant to this Contract with the Clerk of the Circuit Court of the County having jurisdiction of the dispute. Upon notifying all parties concerned of such action, all liability on the part of the Escrow Agent shall fully cease and terminate, except to the extent of accounting for any monies previously delivered out of escrow. In the event of any suit between Buyer and Seller wherein Agent is made a party because of acting as Escrow Agent hereunder, or in any suit wherein agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorneys' fees and costs incurred with the fees and costs to be paid from and out of the escrow funds or equivalent and charged and awarded court costs in favor of the prevailing party. The Escrow Agent shall not be liable for any actions taken in good faith, but only for its gross or willful negligence. The parties hereby agree to

Sellers Initial
Buyers Initial

indemnify and hold the escrow agent harmless from and against any loss, liability, claim, or damage whatsoever, including reasonable attorney fees and court costs at trial and appellate levels, which the Escrow Agent may incur or exposed to in its capacity as Escrow Agent.

20. General Provisions

20.1 Cooperation. At any time and from time to time and at their own expense Buyer and Seller agree to take such further action and execute and deliver such further documents, agreements or instruments reasonably deemed necessary or convenient by either party to implement the terms or intent thereof, including satisfaction of all conditions precedent to the purchase and sale of the Property and this Agreement.

6/2/00

20.2 Continuation and Survival of Representations, Warranties, Covenants and Agreements. All representations, warranties, covenants and agreements by the respective parties contained herein or made in writing pursuant to this Agreement are intended to be true upon the execution and delivery of this Agreement; shall remain true and correct through the Closing Date; ~~shall be deemed to be material, and shall survive the delivery of the deed and transfer of title to the Property. All statements contained in any certificate or other instrument delivered at any time by or on behalf of Seller in connection with the transaction contemplated hereby shall constitute representations and warranties hereunder.~~

20.3 Entire Agreement. This Agreement, together with all exhibits, schedules and appendices attached hereto and incorporated herein by reference, shall constitute the entire Agreement between the parties hereto with respect to the purchase and sale of the Property, and shall supersede all prior agreements, understandings, warranties, representations and negotiations of any party herein, whether oral or written, concerning the subject matter hereof.

20.4 Modification. This Agreement may not be amended, modified, altered, or terminated, except in writing signed by each of the parties hereto, dated subsequent to the date hereof and fully adopted in accordance with the provisions of this Agreement.

20.5 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any party hereto.

20.6 Headings. The headings contained in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret define or limit the scope, extent or intent of this Agreement or any provision hereof.

20.7 Severability. If any portion of this Agreement shall be held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law. Furthermore to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of this Agreement containing any provision held to be invalid, void or otherwise unenforceable, that is not itself invalid, void or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, void or unenforceable.

20.8 Benefit and Burden. Except as otherwise expressly permitted, restricted or provided for in this Agreement, this Agreement shall be binding upon and ~~inure~~ INURE to the benefit of and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business and/or assets of a party), parent entities, subsidiaries, officers, directors, shareholders, agents and assigns.

20.9 Assignment. Buyer's interest under this Agreement may be assigned without the prior written consent of Seller.

Sellers Initial

20.10 No Third Party Beneficiaries. Except as otherwise provided for above, no rights or benefits under this Agreement are conferred upon, directly or indirectly, or shall in any way ~~insure~~ INURE to the benefit of, any third party who is not a signatory to this Agreement.

20.11 No Waiver. No modification or waiver of any provision of this Agreement, any exhibit or schedule hereto , or any related document, agreement or instrument, and no consent by a party to any departure therefrom by the other party shall be effective unless such modification or waiver shall be in writing and signed by a duly authorized officer of the parties. No act, failure or delay by a party shall constitute a waiver of any of its rights or remedies. No single or partial waiver by a party to any provisions of this Agreement shall operate as a waiver of any other provision, breach, default, right or remedy. No waiver by a party shall effect its rights to require strict performance of this Agreement.

20.12 Default. If Buyer should fail to perform this Contract within the time specified including the payment of all deposits, the deposits paid by Buyer may be retained by or for the account of Seller as agreed upon liquidation damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, buyer and Seller shall be relieved of all obligations under this Contract. or Seller, at Seller's option, may proceed in equity to enforce Sellers rights under this contract. If for any reason other than the failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this contract , the Buyer may seek specific performance or elect to receive the return of Buyer's deposits~~, without thereby waiving any action for damages resulting from Seller's breach~~. 6/4/00

20.13 Governing Law. This Agreement and all exhibits, schedules, appendices or amendments hereto shall be deemed entered into in the State of Florida. This Agreement and the rights of the parties hereunder shall be interpreted in accordance with and governed by the laws of the State of Florida without giving effect to any conflict of law provision.

20.14 Time is of the Essence. Time is expressly declared to be of the essence with respect to the parties hereto and in connection with all acts or things to be done or performed in connection herewith and of every provision hereof in which time is an element. In computing time periods of less than six (6) days, Saturdays, Sundays, and state or national holidays should be excluded. Any time period provided for herein which shall end on a Saturday, Sunday, or a legal holiday shall extend till 5:00 P.M. of the next business day.

20.15 Counterparts/Facsimile. This Agreement may be executed in multiple counterparts each of which shall be deemed an original Agreement, and all of which shall constitute one Agreement to be effective as of the date of execution of this Agreement. A facsimile copy of this Contract and any signatures thereon shall be considered for all purposes as originals.

20.16 Radon Gas. Radon gas is a natural occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in Florida. Additional information regarding radon and radon testing may be obtained from your county health unit.

20.17 Effective Date. The Effective Date of this Contract shall be the date when the last one of the Buyer and Seller has signed this Contract.

20.18 Time for Acceptance. If this offer is not executed by or delivered to all parties, or fact of execution communicated in writing between the parties, on or before ~~May 25, 2000~~ JUNE 2, 2000 this offer shall be deemed withdrawn.

21. Tax Deferred Exchange. In the event Buyer elects to enter into a tax deferred exchange with respect to property owned by him in connection with this

Sellers Initial

transaction, the Seller agrees to cooperate with the Buyer with such exchange, including the execution of such documents as may be reasonably necessary to effectuate the same. Provided however, that the Seller shall not be obligated for any costs or expenses in connection with such exchange and, further, the Buyer shall hold Seller harmless against any liability which arises or has claim to have arisen on account of such tax free exchange.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Purchase and Sale Agreement as of the day and year written below.

BUYER:

Date: May 22, 2000.

By: _____
BRIAN SCOTT HOLDINGS, INC.,
and/or its assigns
Jeffrey B. Freeman, President

SELLER:

Date: 5/26/00

By: _____
SOWAMCO VI., LTD., [redacted]
BY SOWAMCO VI OF TEXAS, INC.
GENERAL PARTNER
BY: JON B. NELSON
VICE PRESIDENT

RECEIPT BY ESCROW AGENT
(SOWAMCO VI., LTD.,
as Seller & Brian Scott Holdings, Inc., as Buyer)

The undersigned acknowledges receipt of ONE HUNDRED THOUSAND DOLLARS ($100,000.00) pursuant to the terms of the foregoing Contract as the Initial Deposit, this 2nd day of June, 2000.

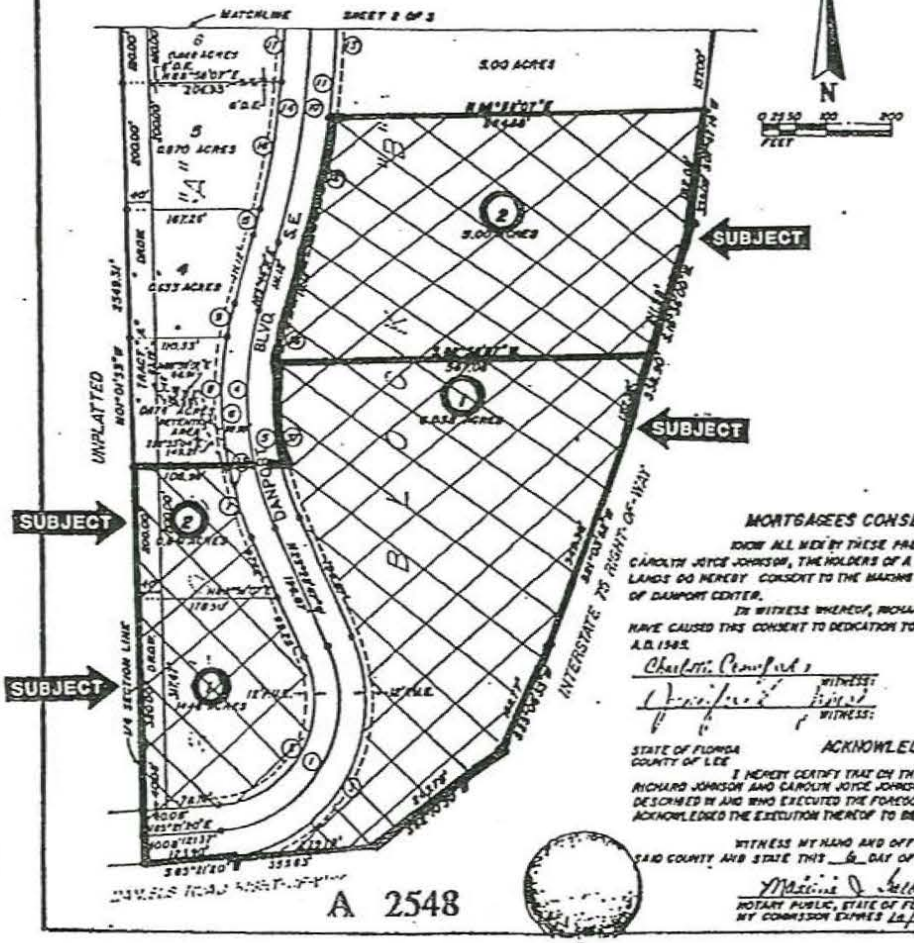
By: _____
Authorized Signatory

Deborah Bowman
Printed Name

Sellers Initial

DANPORT CENTER

A SUBDIVISION LYING IN PART OF THE WEST HALF (W 1/2) OF THE NORTHEAST QUARTER (NE 1/4).
SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST.
LEE COUNTY, FLORIDA.
MARCH 1985



LEGEND

- PERMANENT REFERENCE MONUMENT (P.R.M.)
- PERMANENT CONTROL POINT (P.C.P.)
- FLORIDA DEPARTMENT OF TRANSPORTATION (F.D.O.T.)
- D.E. DRAINAGE EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- D.R.O.W. DRAINAGE RIGHT-OF-WAY
- IRON PIN SET

CURVE DATA

NO.	RADIUS	ARC	CHORD	CHD. BEARING
1	200.00	379.51	325.31	S 30°56'16" W
2	160.00	303.92	260.25	"
3	240.00	455.89	390.37	"
4	500.00	348.36	335.90	N 05°51'08" W
5	460.00	315.16	309.03	"
6	540.00	369.97	362.78	"
7	"	114.63	114.42	S 17°23'54" E
8	"	201.17	200.00	S 00°38'40" E
9	"	54.17	54.15	S 12°54'05" W
10	1525.00	447.33	445.73	S 07°22'19" W
11	1565.00	459.06	457.42	N 07°22'19" E
12	"	216.03	215.86	N 14°49'14" E
13	"	243.03	242.79	N 03°25'03" E
14	1485.00	435.60	434.04	N 07°22'19" E
15	"	42.72	42.72	S 14°57'04" W
16	"	204.06	203.90	S 10°11'25" W
17	"	180.51	180.40	S 02°46'17" W
33	540.00	58.87	58.84	S 11°47'01" E
36	460.00	66.42	66.37	N 11°38'20" E
37	460.00	246.73	245.71	N 07°59'21" W

MORTGAGEES CONSENT TO PLATTING

KNOW ALL MEN BY THESE PRESENTS THAT RICHARD JOHNSON AND CAROLYN JOYCE JOHNSON, THE HOLDERS OF A MORTGAGE ON THE HEREIN DESCRIBED LANDS DO HEREBY CONSENT TO THE MAKING OF THIS PLAT AND JOIN IN THE DEDICATION OF DANPORT CENTER.

IN WITNESS WHEREOF, RICHARD JOHNSON AND CAROLYN JOYCE JOHNSON HAVE CAUSED THIS CONSENT TO DEDICATION TO BE SIGNED THIS 6 DAY OF March A.D. 1985.

Charlotte Crawford WITNESS: Richard Johnson RICHARD JOHNSON

[signature] WITNESS: Carolyn Joyce Johnson CAROLYN JOYCE JOHNSON

STATE OF FLORIDA
COUNTY OF LEE

ACKNOWLEDGEMENT

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME RICHARD JOHNSON AND CAROLYN JOYCE JOHNSON, TO ME KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING CONSENT TO DEDICATION AND THEY ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR FREE ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL AT Ft. Myers SAID COUNTY AND STATE THIS 6 DAY OF March A.D. 1985.

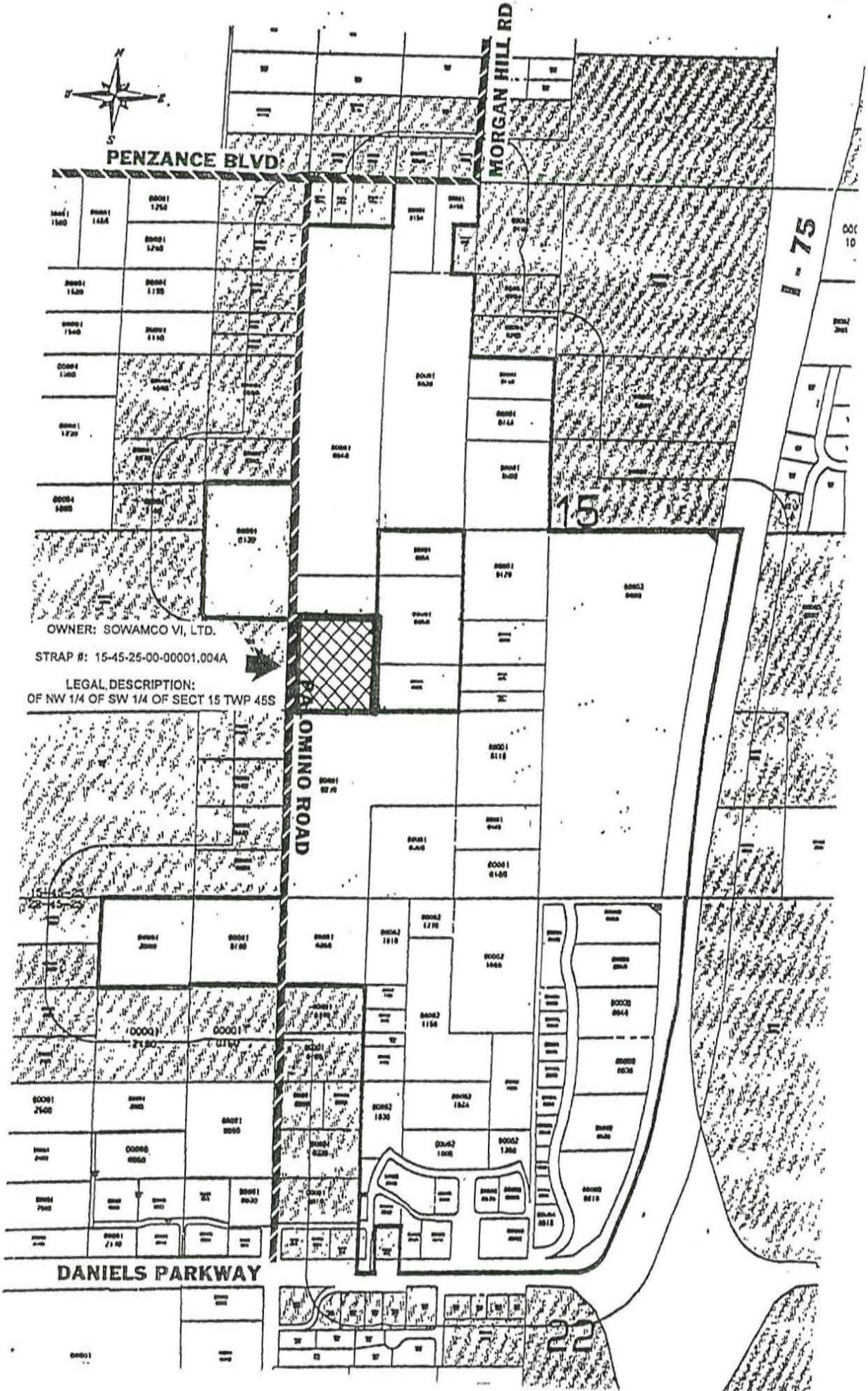
Maxine J. Gelber
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES 14/12/88 A.D. 1985.

SHEET 3 OF 3

JORGENSEN SURVEYING INC.
1334 LAFAYETTE STREET
CAPE CORAL, FLA. 33904

lay 23 00 10:41a CHUCK MAYHUGH REALTY, INC 94-278-1964 p.12

EXHIBIT "B"


PENZANCE BLVD
MORGAN HILL RD
I-75
OWNER: SOWAMCO VI, LTD.
STRAP #: 15-45-25-00-00001.004A
LEGAL DESCRIPTION:
OF NW 1/4 OF SW 1/4 OF SECT 15 TWP 45S
PALOMINO ROAD
DANIELS PARKWAY
15
22

VANASSE & DAYLOR, LLP

Planners • Landscape Architects • Civil Engineers • Environmental Scientists

FL Lic #366

RECEIVED
JUL 11 2001
ZONING COUNTER

September 29, 2000

Mr. Matt Noble, Senior Planner
Lee County Department of Community Development
1500 Monroe Street
Fort Myers, Florida 33901

CPA 2000-00003

Re: Renaissance South
Future Land Use Map Amendment

Dear Matt:

On behalf of Worthington Holdings, I am pleased to submit this Future Land Use Map Amendment request to revert the area known as Daniels Interchange MPD from Mixed Use Interchange to Outlying Suburban. This amendment represents a significant reduction in the approved intensity of this property.

The purpose for the amendment is to allow for a master planned community that will ultimately include approximately 500 acres. Further, the amendment will allow for the property owner to more comprehensively address water management, access, preservation and connection with the Daniels Parkway commercial area.

Attached to this FLUM Amendment application is a detailed evaluation of the resulting reduction of impacts on water, sewer, fire, police and transportation facilities. Further, the documentation clearly details how the proposed amendment is consistent with the Lee Plan.

If you have any questions, or would like to review this amendment with the applicants, please do not hesitate to contact me. Should you need any additional information, graphics or justification, I will be happy to promptly provide you with whatever you need.

In advance, thank you for your attention to this matter.

Sincerely,
Vanasse & Daylor, LLP

Mitchel A. Hutchcraft, ASLA, AICP
Executive Vice President

Cc: Scott Connell, Worthington Communities
Mark McCleary, Community Engineering Services
Russell Schropp, Hederson Franklin Starnes and Holt, P.A.

12730 New Brittany Boulevard, Suite 600, Fort Myers, Florida 33907 • Website: www.vanday.com
Telephone: 941-437-4601 • Fax: 941-437-4636 • Email: admin@vanday.com

LEE COUNTY
SOUTHWEST FLORIDA

Lee County Board of County Commissioners
Department of Community Development
Division of Planning
Post Office Box 398
Fort Myers, FL 33902-0398
Telephone: (941) 479-8585
FAX: (941) 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: _____

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.

9.27.00 _____
DATE SIGNATURE OF OWNER OR AUTHORIZED REPRESENTATIVE

I. APPLICANT/AGENT/OWNER INFORMATION

Worthington of Renaissance LLC
APPLICANT

14291 Metro Parkway Bldg 1300
ADDRESS

Ft. Myers | FL | 33912
CITY | STATE | ZIP

(941) 561-46666 | (941) 561-46676
TELEPHONE NUMBER | FAX NUMBER

Mitchel A. Hutcheraft, ASLA, AICP
AGENT*

12730 New Brittany Blvd, Suite 600
ADDRESS

Ft. Myers | FL | 33907
CITY | STATE | ZIP

(941) 437-4601 | (941) 437-46316
TELEPHONE NUMBER | FAX NUMBER

Worthington of Renaissance LLC
OWNER(s) OF RECORD

14291 Metro Parkway Bldg 1300
ADDRESS

Ft. Myers | FL | 33912
CITY | STATE | ZIP

(941) 561-46666 | (941) 561-46676
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.

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 19)
List Number(s) of Map(s) to be amended
Map 1

B. SUMMARY OF REQUEST (Brief explanation):
Convert 129.04 +/- acres of mixed use interchange, 1.95 +/- acres of general interchange, and 22.15 +/- acres of wetland to differing suburbs. The result will be a reduction in intensity by converting these commercial areas to residential, and decreasing the allowed residential intensity.

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

A. Property Location:

1. Site Address: 13050 Daniport Blvd.
2. STRAP(s): See attached list.

B. Property Information

Total Acreage of Property: 152.37 +/-

Total Acreage included in Request: 152.37 +/-

Area of each Existing Future Land Use Category: general interchange - 1.95 +/-
Wetland - 22.15 +/-
Mixed use interchange 129.04 +/-

Total Uplands: 130.22 +/-

Total Wetlands: 22.15 +/-

Current Zoning: MPD, AG-2 + CPD

Current Future Land Use Designation: Mixed use interchange, general interchange + wetland

Existing Land Use: VACANT, SCATTERED RESIDENTIAL

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:

CONVERT TO OUTLYING SUBURBAN

E. Potential development of the subject property:

1. Calculation of maximum allowable development under existing FLUM:

Residential Units/Density: 500 RESIDENTIAL UNITS

Commercial intensity: 275,000 SQUARE FEET

Industrial intensity: 300,000 SQUARE FEET

2. Calculation of maximum allowable development under proposed FLUM:

Residential Units/Density: 474 RESIDENTIAL UNITS

Commercial intensity: MINIMAL

Industrial intensity: N/A

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.

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.

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.

4. Map and describe existing zoning of the subject property and surrounding properties.

5. The legal description(s) for the property subject to the requested change.

6. A copy of the deed(s) for the property subject to the requested change.

7. An aerial map showing the subject property and surrounding properties.

8. If applicant is not the owner, a letter from the owner of the property authorizing the applicant to represent the owner.

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.

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.

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

   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.

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).

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.

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.

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.

3. Describe how the proposal affects adjacent local governments and their comprehensive plans.

4. List State Policy Plan and Regional Policy Plan goals and policies which are relevant to this plan amendment.

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.

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.

3. Requests involving lands in critical areas for future water supply must be evaluated based on policy 2.4.2.

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

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	$500.00 each
Map Amendment > 20 Acres	$500.00 and $20.00 per 10 acres up to a maximum of $2,255.00
Text Amendment Flat Fee	$1,250.00 each

AFFIDAVIT

I, Mitchel A. Hutchcraft, 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 for the purpose of investigating and evaluating the request made through this application.

Signature of owner or owner-authorized agent

7.27.2000
Date

Mitchel A. Hutchcraft
Typed or printed name

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was certified and subscribed before me this 27th day of Sept. ~~19~~ 2000 by Mitchel A. Hutchcraft, who is personally known to me ~~or who has produced~~ as identification.

(SEAL)

D. M. WAKEMAN
Notary Public - State of Florida
My Commission Expires Jun 29, 2004
Commission # CC951971

Signature of notary public

D. M. WAKEMAN
Printed name of notary public

Future Land Use Map Amendment

Renaissance at Daniels Parkway & I-75

Converting Mixed Use Interchange and General Commercial Interchange to Outlying Suburban

IV. AMENDMENT SUPPORT DOCUMENTATION:

A. General Information and Maps:

A.1. Provide any proposed text changes:

The applicant is not requesting any amendments to the text other than the reallocation of 2020 acreage from the Mixed Use Interchange category to Outlying Suburban. This shift in acreage is necessary to accommodate the desired amount of residential uses. An updated copy of the 2020 allocation table for the Daniels Parkway Planning Community is attached.

The result of this amendment will be that there will no longer be any land designated as "Mixed Use Interchange". However, the applicant is not proposing that this category be deleted, because it is anticipated that other portions of the Daniels Interchange area may take advantage of this category in the future.

A.2. Future Land Use Map:

A copy of the Future Land Use Map showing the boundaries of the subject property, surrounding street network, surrounding future land use map designations, and natural resources is attached as Exhibit A.2.

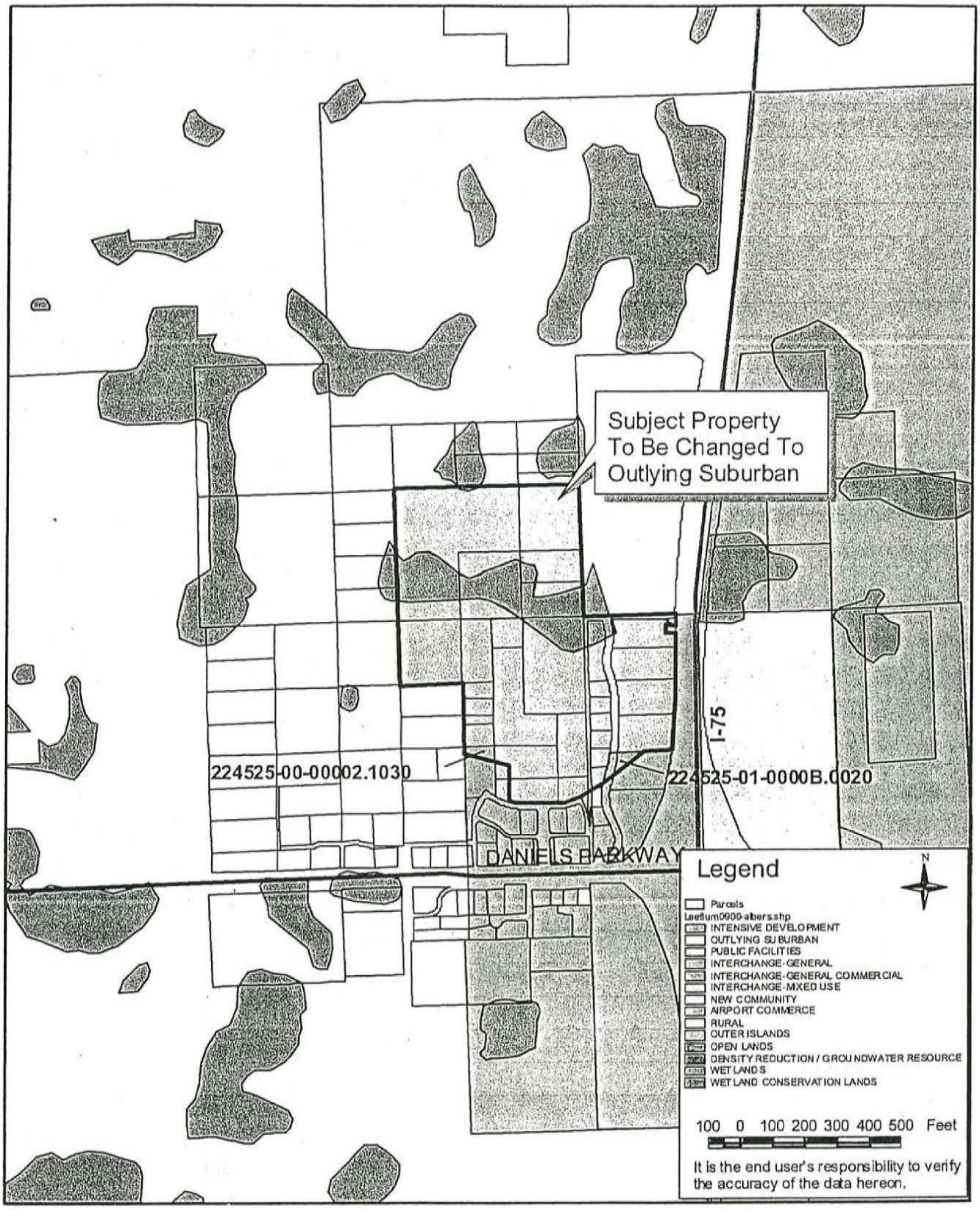
A.3 Existing Land Use Map:

A map depicting the existing land uses on a recent aerial is attached as Exhibit A.3. The consistency of the current uses with the proposed changes are presented below.

Consistency:

The existing land use of the subject property is predominantly vacant, except for 4 single-family homes. The subject property is currently approved for significant commercial, industrial and residential densities. The proposed use will result in a significant reduction in the intensity of use permitted on this property. The result will be that the proposed use will be more consistent with the adjacent uses, as presented below.

North: To the north of the subject property is an undeveloped area designated as Outlying Suburban. This property will be developed as a low-density residential area. The existing Master Concept Plan for the Daniels Interchange project depicts a residential zone as a transitional buffer between the more intensive commercial/industrial areas, and the low



V&D
VANASSE & DAYLOR, LLP
12730 New Brittany Blvd., Suite 600
Fort Myers, Florida 33907
Tel: 941-437-4601 Fax: 947-437-4636
3001 Tamiami Trail North, Suite 206
Naples, Florida 34103
Tel: 941-403-0223 Fax: 941-263-5096

Renaissance

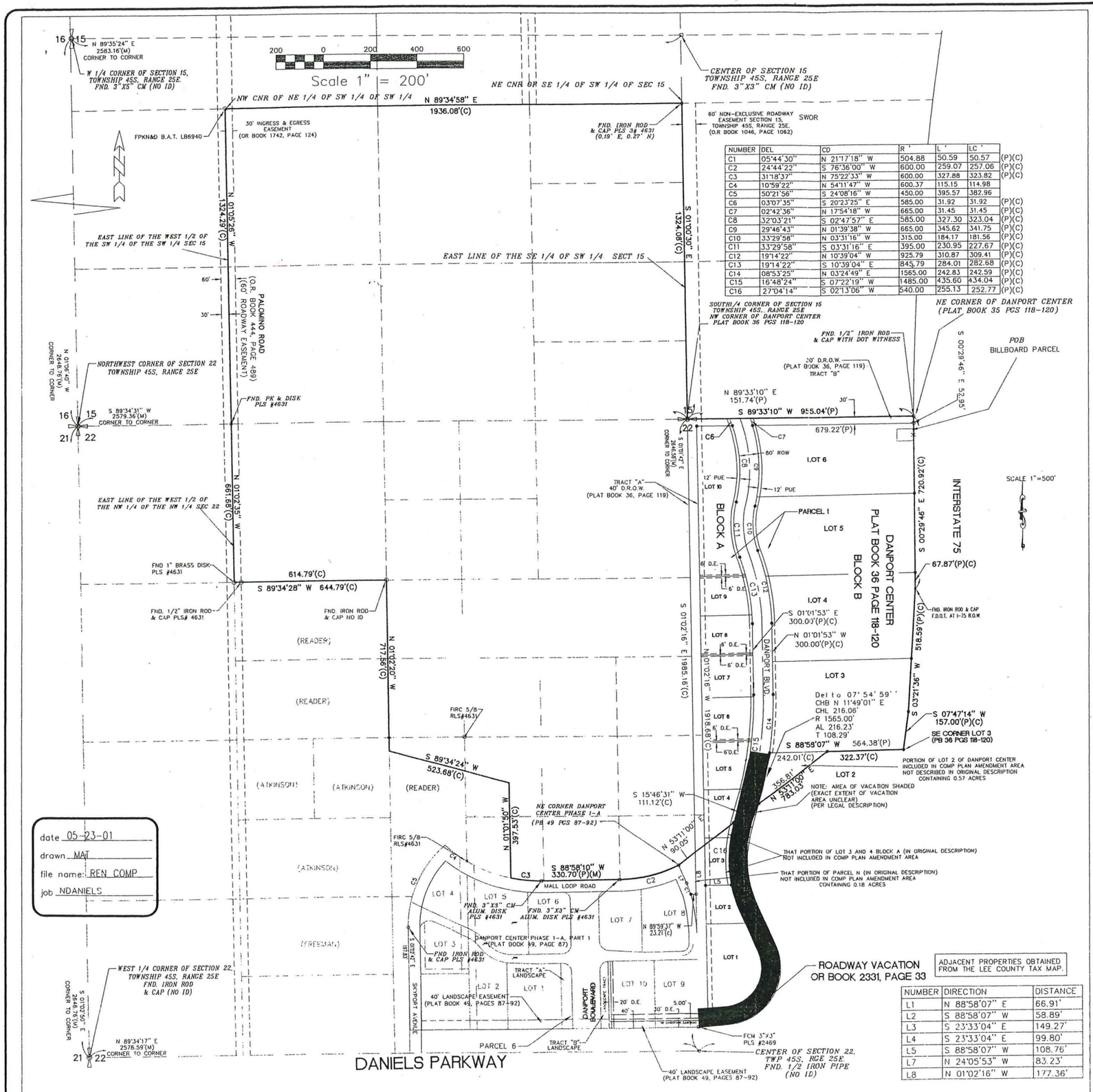
Future Land Use Map Ammendment

Sources: Lee County

Scale: 1" = 5,000'
Date: 05/23/01

Map 1

File Name: XXXX.apr



NUMBER	DEL	CD	R '	L '	LC '	
C1	05°44'30"	N 21°17'18" W	504.88	50.59	50.57	(P)(C)
C2	24°44'22"	S 76°36'00" W	600.00	259.07	257.06	(P)(C)
C3	31°18'37"	N 75°22'33" W	600.00	327.88	323.82	(P)(C)
C4	10°59'22"	N 54°11'47" W	600.37	115.15	114.98	
C5	50°21'56"	S 24°08'16" W	450.00	395.57	382.96	
C6	03°07'35"	S 20°23'25" E	585.00	31.92	31.92	(P)(C)
C7	02°42'36"	N 17°54'18" W	665.00	31.45	31.45	(P)(C)
C8	32°03'21"	S 02°47'57" E	585.00	327.30	323.04	(P)(C)
C9	29°46'43"	N 01°39'38" W	665.00	345.62	341.75	(P)(C)
C10	33°29'58"	N 03°31'16" W	315.00	184.17	181.56	(P)(C)
C11	33°29'58"	S 03°31'16" E	395.00	230.95	227.67	(P)(C)
C12	19°14'22"	N 10°39'04" W	925.79	310.87	309.41	(P)(C)
C13	19°14'22"	S 10°39'04" E	845.79	284.01	282.68	(P)(C)
C14	08°53'25"	N 03°24'49" E	1565.00	242.83	242.59	(P)(C)
C15	16°48'24"	S 07°22'19" W	1485.00	435.60	434.04	(P)(C)
C16	27°04'14"	S 02°13'06" W	540.00	255.13	252.77	(P)(C)

NUMBER	DIRECTION	DISTANCE
L1	N 88°58'07" E	66.91'
L2	S 88°58'07" W	58.89'
L3	S 23°33'04" E	149.27'
L4	S 23°33'04" E	99.80'
L5	S 88°58'07" W	108.76'
L7	N 24°05'53" W	83.23'
L8	N 01°02'16" W	177.36'

date 05-23-01
drawn MAT
file name: REN COMP
job NDANIELS

BOUNDARY SKETCH
TO
ACCOMPANY LEGAL DESCRIPTION
FOR
RENAISSANCE
COMP PLAN AMENDMENT AREA

A PORTION OF SECTIONS 15 & 22, TWP 45S, RGE 25E
LEE COUNTY, FLORIDA

ACREAGE BREAKDOWN

TOTAL AREA = 152.37 ACRES

LEGAL DESCRIPTION AS PREPARED BY SURVEYOR
(SEE ATTACHED)

SURVEYORS NOTES

1. THE BEARINGS SHOWN ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST ONE QUARTER OF SECTION 15, TOWNSHIP 45 SOUTH, RANGE 25 EAST, BEING NORTH 89°35'24" EAST.
2. THIS LEGAL DESCRIPTION OR SURVEY SKETCH IS NOT VALID UNLESS THE LEGAL DESCRIPTION THAT ACCOMPANIES SKETCH BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE PURPOSE OF THIS SURVEY SKETCH IS TO DELINEATE THE BOUNDARIES OF CERTAIN PORTIONS OF LAND THAT DESCRIBED THE MPD AREA AS NOTED

LEGEND

NO ID= NO IDENTIFICATION
(D) = DEED
PRM = PERMANENT REFERENCE MONUMENT
FND = FOUND
(C) = CALCULATED
(M) = MEASURED
(P) = PLAT
(DS) = DEED SURVEY PER CPD/RPD DOCUMENTS
NGVD = NATIONAL GEODETIC VERTICAL DATUM
USGS = UNITED STATES GEODETIC SURVEY
R/W = RIGHT OF WAY
CD = CHORD BEARING
LC = CHORD LENGTH
L = ARC LENGTH
R = RADIUS
F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
F.P.L = FLORIDA POWER & LIGHT
F.P.L = FLORIDA POWER & LIGHT

MPD = MASTER PLANNED DEVELOPMENT
DEL = DELTA
PG. = PAGE
O.R. = OFFICIAL RECORDS BOOK
Δ = DELTA ANGLE
CM = CONCRETE MONUMENT
POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
PLS = PROFESSIONAL LAND SURVEYOR
EOP = EDGE OF PAVEMENT
CNR = CORNER
SEC = SECTION
AC = ACRES
FCM = FOUND CONCRETE MONUMENT
● = SET 1/2" IRON REBAR & CAP (LB#6572 OR PSM#5294)
■ = SET CONCRETE MONUMENT
○ = FOUND IRON REBAR & CAP
□ = FOUND CONCRETE MONUMENT

CES
COMMUNITY ENGINEERING SERVICES, INC.
Civil Engineering • Surveying • Project Management
LB# 6572
9200 Bonita Beach Road Suite 213
Bonita Springs, Florida 34135
Telephone (941) 495-0009 Fax (941) 495-7934

M:\PROJECTS\NDANIELS\REN_COMP Wed May 23 14:51:43 2001 PLOT BY MAT

density uses to the north. Under the proposed plan, the Daniels Interchange area will be re-designated as Outlying Suburban, allowing the 153 acres to be integrated with the land to the north as one, integrated, golf course community.

South: South of the subject property is an area of existing and future commercial uses. The current Daniels Interchange property allows for an intensification of uses as you proceed north from Daniels Parkway. This intensification was the topic of much concern under the previous Lee Plan Amendment (PAM/T 98-07).

The proposed amendment will allow for a master planned golf course community to be developed on the Daniels Interchange property, as well as the property to the north, which is currently designated as Outlying Suburban. The design of the master planned community will provide adequate buffers and separations from the commercial uses to ensure that the residential and commercial components are compatible. This effort is accentuated by the fact that the applicant currently controls the undeveloped commercial tracts to the south, and is planning to develop them in a manner compatible and complimentary to the residential uses to the north. In fact, the applicant is already undertaking a significant landscape improvement program to improve and enhance the existing commercial uses, the main entry at Danport Boulevard, and begin to establish an aesthetically pleasing entrance to the future residential development. This type of unified and integrated approach will not only ensure the compatibility of the two uses, but also begin to invigorate the commercial uses already in existence.

East: To the east of the subject property is I-75. Under the Daniels Interchange MPD, the subject property would allow for intensive commercial and industrial uses adjacent to this major roadway. Under the proposed amendment, residential uses would be allowed. A planned development for the Renaissance project will be submitted demonstrating the significant buffers, berms and setbacks being proposed to ensure compatibility between the residential uses and I-75. Further, the proposed uses will actually improve the aesthetic experience of traveling along I-75.

West: West of the subject property is Palomino Lane. Beyond Palomino is an area characterized by low density (3 dwelling units per acre or less) residential. Most recently approved, is the Danforth RPD, which has development slightly below 3 du/ac. The proposed conversion of the subject property from Mixed Use Interchange to Outlying Suburban will ensure greater compatibility between the existing and proposed residential uses along Palomino, than those currently allowed under the Mixed Use Interchange.

Zoning, Existing Land Use Map

A.4. Existing Zoning:

A map depicting the existing zoning of the subject property and surrounding properties is attached as Exhibit A.4. A summary of the adjacent zoning is presented below:

North:	AG-2 (being rezoned by the applicant to RPD)
South:	CPD/AG-2 (the vacant parcels are under control of the applicant, and will be developed in a manner that accentuates the proposed residential development.
East:	I-75
West:	Palomino Lane AG-2/RPD
Subject Property:	MPD (will be rezoned to RPD as part of the Renaissance project)

A.5. Legal Description:

A copy of the legal description for the subject property is attached as Exhibit A.5.

A.6. Deeds:

A copy of the executed contract for the subject property is attached as Exhibit A.6.

A.7. Aerial Map

An aerial map is integrated into Exhibit A.4, which also depicts the current zoning and existing land uses.

A.8. Authorization:

The applicant is the property owner, and therefore no additional authorization letter is required.

B. Public Facilities Impacts:

B.1. Traffic Circulation Analysis:

A detailed traffic circulation analysis was submitted as part of PAM/T 98-07. This analysis demonstrated that the uses, as currently approved, could be accommodated by the existing and programmed improvements. The proposed amendment will result in a significant reduction in intensity and density within this TAZ. A copy of the traffic circulation analysis for PAM/T 98-07 is attached in Appendix "B1", along with a comparison of the anticipated trips for the approved uses, and the requested uses.

Because this question was reviewed and approved for PAM/T 98-07, which reflects an increase over the previous uses, and the proposed amendment is consistent with the adopted MPO plans and FDOT's 5-year Transportation Plan, and will not require any revisions to the Traffic Circulation and/or Capital Improvement Elements. This is clearly demonstrated by the decrease in intensity below the previous uses. For this reason, no additional Traffic Circulation Analysis should be required.

B.2 Project Infrastructure:

a. Sanitary Sewer Analysis:

The property is located within the Lee County Utilities franchise area and is served through an agreement with the City of Fort Myers (CFM). The closest line is at either Daniels Parkway, being a 16" force main, within approximately 2,000 feet to the south; or a lift station at Skyport Avenue, approximately 1,200 linear feet to the south. Presently the CFM sewer plant is operation at 70% of its 12.0 MGD capacity. The additional proposed area could generate a demand of .086 MGD, (187.5 GPD/Unit) as a worst case. This represents a reduction of approximately .052 MGD below what is currently approved (as listed in PAM/T 98-07). Because the amendment represents a reduction of demand, no improvements will be necessary to accommodate this amendment. Similarly, this amendment will not require any revisions to the sanitary sewer sub-element or CIE.

b. Potable Water Analysis:

The property is located within the Lee County Utilities franchise area and is served by the Corkscrew Regional Plant. The closest line is at either Daniels Parkway (30" D.I.P.), approximately 2,000 feet to the south; or Mall Loop Road within the Danport Commercial Area, (10" D.I.P.) approximately 1,000 feet to the south. Presently, the Corkscrew water treatment plan is operating at 90% of its 10.0 MGD capacity. The proposed amendment will result in a maximum demand of approximately 115,000 per day (250 gallons/unit), which is a reduction of 23,250 gallons per day over what is currently approved (as listed in PAM/T 98-07). The result is that no improvements in the system will be required, and no amendments to the potable water sub-element or CIE will be required.

c. Drainage/Surface Water Management Analysis:

The property is located within the Six Mile Cypress Watershed, and historically within the Cross Creek Sub-Watershed. Proposed drainage improvements have been integrated into surrounding development plans, in conjunction with the Danforth RPD. It is anticipated that funding for any required improvement will come from private developers and/or South Florida Water Management District (SFWMD). The proposed project will require approval from SFWMD and also compliance with Lee County's Level of Service Policy 70.1.3 for storm water management facilities. This amendment will not require any revisions to the surface water management sub-element or to the CIE.

d. Parks/Recreation/Open Space Analysis:

The property is located in Park Impact Fee District 4, and according to the analysis prepared by Lee County, there are 187 acres of community parks in this district. The current level of service for Community Parks is .8 acres per 1,000 persons, with a "desirable" standard of 1.75 acres per 1,000 persons. The estimated population for the District 4 Impact Fee District in 1995 was 99,400, and it appears that the regulatory Level of Service Standard will be met through the year 2020. As identified by the County, a future community park will be required in order to achieve the "desired" LOS.

The proposed amendment will not increase the residential units over what has already been approved via PAM/T 98-07, but will allow for the provision of significant open space and recreational opportunities for the residents of the area through the construction of the proposed Renaissance golf course and recreational facilities. These recreational amenities should sufficiently offset any demand created by this amendment. Therefore, no amendments to the Parks and Open Space or CIE element are required.

B.3. Letters of Willingness to Provide Service:

a. Fire Protection with Adequate Response Times:

The subject property is located immediately north of the South Trail Station located on Daniels Parkway. A letter from the South Trail Fire District is attached indicating they are willing to provide service with adequate response times. See Appendix "B3".

b. Emergency Medical Service:

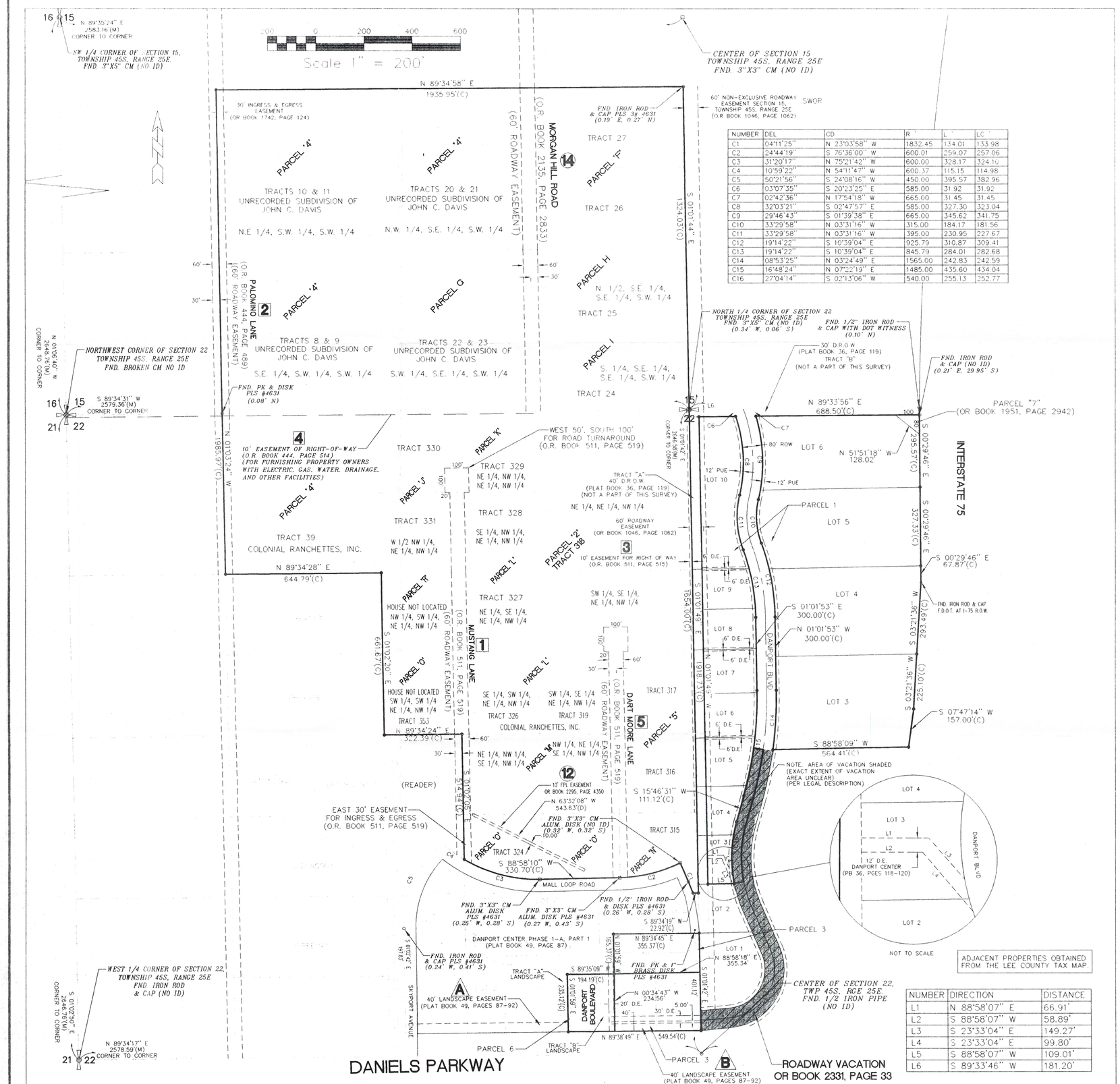
The subject property is located immediately north of the South Trail Station located on Daniels Parkway. This station is both a Fire and EMS Station. A letter from the South Trail Fire District is attached indicating they are willing to provide service with adequate response times. See Appendix "B3".

c. Law Enforcement:

The subject property is located in Unincorporated Lee County where the Lee County Sheriff's Office provides law enforcement. A letter of willingness to provide service is attached. See Appendix "B3".

d. Solid Waste:

The property is served by Florida Recycling Services, Inc. which sends combustible wastes to the County's Waste to Energy Facility and non-combustible waste to the Gulf Coast Landfill. Current and projected levels of service for all unincorporated areas of Lee County are concurrent with the Level of Service Standard set forth in the Lee Plan. This amendment will not require any revisions to the solid waste sub-element or to the CIE. A letter of willingness to provide service is attached in Appendix "B3".



NUMBER	DEL	CD	R	L	LC
C1	04°11'25"	N 23°03'58" W	1832.45	134.01	133.98
C2	24°44'19"	S 76°36'00" W	600.01	259.07	257.06
C3	31°20'17"	N 75°21'42" W	600.00	328.17	324.10
C4	10°59'22"	N 54°11'47" W	600.37	115.15	114.98
C5	50°21'56"	S 24°08'16" W	450.00	395.57	382.96
C6	03°07'35"	S 20°23'25" E	585.00	31.92	31.92
C7	02°42'36"	N 17°54'18" W	665.00	31.45	31.45
C8	32°03'21"	S 02°47'57" E	585.00	327.30	323.04
C9	29°46'43"	S 01°39'38" E	665.00	345.62	341.75
C10	33°29'58"	N 03°31'16" W	315.00	184.17	181.56
C11	33°29'58"	N 03°31'16" W	395.00	230.95	227.67
C12	19°14'22"	S 10°39'04" E	925.79	310.87	309.41
C13	19°14'22"	S 10°39'04" E	845.79	284.01	282.68
C14	08°53'25"	N 03°24'49" E	1565.00	242.83	242.59
C15	16°48'24"	N 07°22'19" E	1485.00	435.60	434.04
C16	27°04'14"	S 02°13'06" W	540.00	255.13	252.77

NUMBER	DIRECTION	DISTANCE
L1	N 88°58'07" E	66.91'
L2	S 88°58'07" W	58.89'
L3	S 23°33'04" E	149.27'
L4	S 23°33'04" E	99.80'
L5	S 88°58'07" W	109.01'
L6	S 89°33'46" W	181.20'

BOUNDARY DESCRIPTION
(PROVIDED BY CLIENT)

FOR
CERTAIN PARCEL(S) OF LAND
LYING IN SECTION 15 & 22, T-45-S, R-25-E
LEE COUNTY, FLORIDA

PARCEL 1
LOTS 3, 4, 5, 6, 7, 8, 9 AND 10, BLOCK A, AND LOTS 3, 4, 5 AND 6, BLOCK B, DANPORT CENTER, A SUBDIVISION LYING IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 45 SOUTH RANGE 25 EAST, LEE COUNTY, FLORIDA AND RECORDED IN PLAT BOOK 35 AT PAGES 118, 119, AND 120, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. LESS AND EXCEPT THAT PORTION OF LOT 6, BLOCK B, AS CONVEYED IN O.R. BOOK 1951, PAGE 2942, PUBLIC RECORDS OF LEE COUNTY, FLORIDA

PARCEL 2
TRACT 318 OF COLONIAL RANCHETTES, INC., UNIT 3, AN UNRECORDED SUBDIVISION MORE PARTICULARLY DESCRIBED AS FOLLOWS:
THE NORTHEAST QUARTER (NE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) AND THE NORTH HALF (N ½) OF THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼), SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA.

PARCEL 3
THE SOUTH HALF (S ½) OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, AND THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY FOR I-75 INTERCHANGE.

PARCEL 4
THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHWEST (SW ¼) OF THE SOUTHWEST QUARTER (SW ¼), AND THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) AND THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHWEST QUARTER (SW ¼), OF SECTION 15, TOWNSHIP 45 SOUTH, RANGE 25 EAST, AND TRACT 39 OF COLONIAL RANCHETTES, INC., AN UNRECORDED SUBDIVISION MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF THE NORTHWEST QUARTER (NW ¼), SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA.

PARCEL 5
TRACT #316 OF COLONIAL RANCHETTES, INC., UNIT #3, AN UNRECORDED SUBDIVISION MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST; AND TRACT #317, OF COLONIAL RANCHETTES, INC., UNIT #3, AN UNRECORDED SUBDIVISION MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA

PARCEL 6
THE EAST 194.182 FEET OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼, SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, LESS THE RIGHT-OF-WAY FOR DANIELS ROAD AND I-75 INTERCHANGE

PARCEL 7
A TRACT OF LAND LYING IN LOT 6, BLOCK B, DANPORT CENTER, A SUBDIVISION LYING IN THE NORTHEAST QUARTER (NE ¼) OF SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, AND RECORDED IN PLAT BOOK 36, AT PAGES 118, 119 AND 120 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 6, BLOCK B; THENCE RUN SOUTH 02°29'46" EAST ALONG THE EAST LINE OF SAID LOT 6, BLOCK B FOR 80.00 FEET; THENCE RUN NORTH 51°47'56" WEST FOR 128.13 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 6, BLOCK B; THENCE RUN NORTH 89°33'46" EAST ALONG SAID NORTH LINE FOR 100.00 FEET TO THE POINT OF BEGINNING:
TOGETHER WITH EASEMENTS FOR INGRESS AND EGRESS OVER THOSE PROPERTIES DESCRIBED IN O.R. BOOK 511, PAGE 519, AND AS SET FORTH IN AN INSTRUMENT RECORDED IN O.R. BOOK 1742, PAGES 124 AND 125, PUBLIC RECORDS OF LEE COUNTY, FLORIDA (SAID ROADWAY EASEMENTS BEING COMMONLY KNOWN AS PALOMINO LANE AND DARTMOORE LANE) (AS TO PARCELS 2, 3, 4, 5, AND 6)

PARCEL F
TRACTS 26 AND 27 IN AN UNRECORDED SUBDIVISION OF JOHN C. DAVIS ACCORDING TO THE PLAT BY GERALD W. SMITH, SURVEYOR, DATED NOVEMBER 10, 1966, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHWEST QUARTER (SW ¼), SECTION 15, TOWNSHIP 45 SOUTH, RANGE 25 EAST, SUBJECT TO EASEMENTS FOR ROADWAY PURPOSES OVER AND ACROSS THE WEST 30 FEET THEREOF. TOGETHER WITH INGRESS AND EGRESS OVER AND ACROSS ROAD EASEMENT, DESCRIBED AS FOLLOWS: THE WEST 30 FEET OF THE EAST HALF (E ½) OF THE EAST HALF (E ½) OF THE WEST HALF (W ½) OF SECTION 15, AND THE EAST 30 FEET OF THE WEST HALF (W ½) OF THE EAST HALF (E ½) OF THE WEST HALF (W ½) OF SECTION 15, TOWNSHIP 45 SOUTH, RANGE 25 EAST. ALSO INGRESS AND EGRESS OVER AND ACROSS THE NORTH 60 FEET OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 15, TOWNSHIP 45 SOUTH, RANGE 25 EAST.

PARCEL G
THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 15, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA

PARCEL H
NORTH HALF (N ½) OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 15, TOWNSHIP 45 SOUTH, RANGE 25 EAST, SUBJECT TO EASEMENT FOR RIGHT-OF-WAY PURPOSES OVER WEST THIRTY (30) FEET THEREOF, TOGETHER WITH INGRESS AND EGRESS OVER ROAD EASEMENT AS FOLLOWS:
WEST THIRTY (30) FEET OF EAST HALF (E ½) OF THE EAST HALF (E ½) OF THE WEST HALF (W ½) OF SECTION 15 AND THE EAST THIRTY (30) FEET OF THE WEST HALF (W ½) OF THE EAST HALF (E ½) OF THE WEST HALF (W ½) OF SECTION 15, TOWNSHIP 45 SOUTH, RANGE 25 EAST, ALSO INGRESS AND EGRESS OVER AND ABOVE NORTH 60 FEET OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 15, TOWNSHIP 45 SOUTH, RANGE 25 EAST, BEING TRACT 25, SUBDIVISION OF JOHN C. DAVIS

PARCEL I
TRACT TWENTY-FOUR (24) IN AN UNRECORDED SUBDIVISION OF JOHN C. DAVIS ACCORDING TO PLAT BY GERALD W SMITH, SURVEYOR, DATED NOVEMBER 10, 1966, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
THE SOUTH HALF (S ½) OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHWEST QUARTER (SW ¼), SECTION 15, TOWNSHIP 45 SOUTH, RANGE 25 EAST, SUBJECT TO EASEMENTS FOR ROADWAY PURPOSES OVER AND ACROSS THE WEST THIRTY (30) FEET THEREOF, TOGETHER WITH INGRESS AND EGRESS OVER AND ACROSS ROAD EASEMENT, DESCRIBED AS FOLLOWS: THE WEST THIRTY (30) FEET OF THE EAST HALF (E ½) OF THE EAST HALF (E ½) OF THE WEST HALF (W ½) OF SECTION 15, AND THE EAST 30 FEET OF THE WEST HALF (W ½) OF THE EAST HALF (E ½) OF THE WEST HALF (W ½) OF SECTION 15, TOWNSHIP 45 SOUTH, RANGE 25 EAST. ALSO INGRESS AND EGRESS OVER AND ACROSS THE NORTH 60 FEET OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 15, TOWNSHIP 45 SOUTH, RANGE 25 EAST.

PARCEL J
THE WEST HALF (W ½) OF THE NORTHWEST QUARTER (NW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼), SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA. ALSO KNOWN AS TRACTS 330 AND 331 OF COLONIAL RANCHETTES, INC. UNIT #3, AN UNRECORDED SUBDIVISION

PARCEL K
TRACT 329 OF COLONIAL RANCHETTES, INC., UNIT #3, AN UNRECORDED SUBDIVISION, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST. LEE COUNTY, FLORIDA.

PARCEL L
TRACT 319 AND 326 OF COLONIAL RANCHETTES, INC., UNIT #3, AN UNRECORDED SUBDIVISION MORE PARTICULARLY DESCRIBED AS FOLLOWS: TRACT 319 - THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼), SUBJECT TO EASEMENTS FOR ROADWAY PURPOSES OVER AND ACROSS THE EAST 30 FEET THEREOF, AND TRACT 326 THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼), SUBJECT TO EASEMENTS FOR ROADWAY PURPOSES OVER AND ACROSS THE WEST 30 FEET THEREOF, SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST. TOGETHER WITH INGRESS AND EGRESS OVER AND ACROSS ROAD EASEMENTS AS DESCRIBED IN O.R. BOOK 511, PAGES 518 THROUGH 519, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.
AND
TRACTS 327 AND 328 OF COLONIAL RANCHETTES, INC., UNIT #3, AN UNRECORDED SUBDIVISION, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) AND THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼), SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, SUBJECT TO EASEMENTS FOR ROADWAY PURPOSES OVER AND ACROSS THE WEST THIRTY FEET THEREOF, TOGETHER WITH INGRESS AND EGRESS OVER AND ACROSS ROAD EASEMENTS AS DESCRIBED IN O.R. BOOK 511, PAGES 518-519, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

PARCEL M
TRACTS 320 AND 325 OF COLONIAL RANCHETTES, INC., UNIT #3, AN UNRECORDED SUBDIVISION MORE PARTICULARLY DESCRIBED AS FOLLOWS:
TRACT 320 - THE NORTHWEST QUARTER (NW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHWEST QUARTER (NW ¼). SUBJECT TO EASEMENT FOR ROADWAY PURPOSES OVER AND ACROSS THE EASTERLY THIRTY (30) FEET THEREOF; AND
TRACT 325: THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHWEST QUARTER (NW ¼). SUBJECT TO EASEMENT FOR ROADWAY PURPOSES OVER AND ACROSS THE WESTERLY THIRTY (30) FEET THEREOF.
ALL IN SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA.
LESS AND EXCEPT THOSE PARCELS RELEASED IN O.R. BOOK 2319, PAGE 4686 AND O.R. BOOK 2323, PAGE 1161.

PARCEL N
THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, LESS AND EXCEPT THE PORTION THEREOF INCLUDED IN THE PLAT OF DANPORT CENTER, PHASE 1-A, PART 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 49, PAGES 87 THROUGH 92, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

PARCEL O
THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, LESS AND EXCEPT THE PORTION THEREOF INCLUDED IN THE PLAT OF DANPORT CENTER, PHASE 1-A, PART 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 49, PAGES 87 THROUGH 92, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.
AND
THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, LESS AND EXCEPT THE PORTION THEREOF INCLUDED IN THE PLAT OF DANPORT CENTER, PHASE 1-A, PART 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 49, PAGES 87 THROUGH 92, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

PARCEL P
THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA.

PARCEL R
THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA

LEGEND

NO ID= NO IDENTIFICATION
(B) = DEED
PRM = PERMANENT REFERENCE MONUMENT
FND = FOUND
(C) = CALCULATED
(M) = MEASURED
(P) = PLAT
(DS) = DEED SURVEY PER CPD/RPD DOCUMENTS
NGVD = NATIONAL GEODETIC VERTICAL DATUM
USGS = UNITED STATES GEODETIC SURVEY
R/W = RIGHT OF WAY
CD = CHORD BEARING
LC = CHORD LENGTH
L = ARC LENGTH
R = RADIUS
F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
F.P.L. = FLORIDA POWER & LIGHT
DEL = DELTA
PG. = PAGE
O.R. = OFFICIAL RECORDS BOOK
Δ = DELTA ANGLE
CM = CONCRETE MONUMENT
POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
PLS = PROFESSIONAL LAND SURVEYOR
EOP = EDGE OF PAVEMENT
COR = CORNER
SEC = SECTION
AC. = ACRES
FCM = FOUND CONCRETE MONUMENT
● = FOUND 1/2" IRON REBAR & CAP
■ = FOUND CONCRETE MONUMENT
○ = SET 1/2" IRON REBAR & CAP (LB#6572 OR PSM#5294)
□ = SET CONCRETE MONUMENT

SURVEYORS NOTES

1. THE BEARINGS SHOWN ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST ONE QUARTER OF SECTION 15, TOWNSHIP 45 SOUTH, RANGE 25 EAST, BEING NORTH 89°35'24" EAST.
2. THE TRACT IS SITUATED IN SPECIAL FLOOD HAZARD AREA "ZONE B" (NO BASE FLOOD ELEV) PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP #125124 0350 B, AS SHOWN ON THE MAP INDEX DATED (MAP REVISED) SEPTEMBER 19, 1984.
3. THE TRACT IS SUBJECT TO ALL RESERVATIONS, RESTRICTIONS, AND RIGHTS OF WAY OF RECORD.
4. DATE OF FIELD SURVEY: 07-18-00.
5. ABOVEGROUND AND UNDERGROUND IMPROVEMENTS WERE NOT LOCATED AS PART OF THIS SURVEY UNLESS OTHERWISE SHOWN OR NOTED.
6. ALL BUILDINGS, SURFACE AND SUBSURFACE IMPROVEMENTS ON AND ADJACENT TO THE SITE ARE NOT NECESSARILY SHOWN HEREON.
7. THIS MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
8. THE PURPOSE OF THIS SURVEY IS TO DELINEATE THE BOUNDARIES OF CERTAIN FRACTIONS OF LAND AS DESCRIBED.
9. THE EXPECTED USE OF THE LAND, AS CLASSIFIED IN THE MINIMUM TECHNICAL STANDARDS (61G17-6 FAC), IS "COMMERCIAL/HIGH RISK". THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF BOUNDARY SURVEY IS 1 FOOT IN 10,000 FEET, THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO EXCEED THIS REQUIREMENT.
10. SURVEY BASED ON INFORMATION CONTAINED IN TITLE COMMITMENT NO. FM794038 BY COMMONWEALTH LAND TITLE INSURANCE COMPANY, DATED MARCH 15, 2000.

EXCEPTIONS

(12) = A POWER LINE EASEMENT OVER AND ACROSS PART OF THE NW 1/4 OF SEC. 22, TWP 45S, RGE 25E. (O.R. BOOK 2295 PAGE 4350)
(14) = 60' ROADWAY EASEMENT, INGRESS AND EGRESS OR BOOK 2135, PAGE 2833
Δ = 40' LANDSCAPE EASEMENT (PLAT BOOK 49, PAGES 87-92)
Δ = 40' LANDSCAPE EASEMENT (PLAT BOOK 49, PAGES 87-92)
1 = 60' INGRESS AND EGRESS OVER AND ACROSS ROAD EASEMENT AS DESCRIBED IN (O.R. BOOK 511, PAGES 518-519)
2 = WEST 30' OF THE W 1/2 OF THE W 1/2 OF THE E 1/2 OF SEC 15, AND THE NW 1/2 OF SEC. 22
3 = 10' ROADWAY EASEMENT PER OR BOOK 511, PAGE 515.
4 = N 60' INGRESS AND EGRESS EASEMENT NW 1/4 OF SECTION 22, OR BOOK 444, PAGE 514.
5 = 60' INGRESS AND EGRESS, ROADWAY EASEMENT, OR BOOK 511, PAGE 519.

ACREAGE

PARCEL 1 LYING EAST OF DANPROT BLVD. = 19.53 ACRES
PARCEL 1 LYING WEST OF DANPROT BLVD. = 7.80 ACRES
PARCELS 3 & 6 = 4.32 ACRES
VACATION PARCEL = 0.51 ACRES ±
ALL OTHER PARCELS = 120.79 ACRES
TOTAL ACREAGE = 152.95 ACRES

RECEIVED
SEP 28 2000
PERMIT COUNTER

BOUNDARY SURVEY
OF
DANIELS-I75 ASSOCIATION, LTD.
A PORTION OF SECTION 15 & 22, TWP 45S, RGE 25E
LEE COUNTY, FLORIDA

CERTIFICATIONS:
COMMONWEALTH LAND TITLE INSURANCE COMPANY
WORTHINGTON HOLDINGS, LLC.

ROGER H. HARRAH STATE OF FLORIDA LS#5294

DATE SIGNED: ~~JUL 19 2000~~

CES
COMMUNITY ENGINEERING SERVICES, INC.
Civil Engineering • Surveying • Project Management
LB# 6572
9200 Bonita Beach Road Suite 213
Bonita Springs, Florida 34135
Telephone (941) 495-0009 Fax (941) 495-7934

e. **Mass Transit**
Recently, Lee Tran has extended service on Daniels Parkway in the vicinity of the subject site. Route 85 provides access to the Bell Tower and the International Airport, as well as connection to the remainder of the Lee Tran service area. A copy of the Lee Tran Route Map is attached.

f. **Schools:**
The proposed development is anticipated to be a high-end residential development, which typically generates minimal demand on school resources. Further, the anticipated product type is expected to range from a low of $250,000 - $1,000,000 and higher. Because of the increase in property values and the low generation of school demand, it is anticipated that the project will have a positive net impact on the school system. Attached in Appendix "B3" is a copy of the letter provided by the Lee County School District.

C. Environmental Impacts:

C.1. FLUCCS Mapping:
The subject property is predominated by agriculture or impacted FLUCCS categories, with minimal wetland areas. A copy of the FLUCCS Mapping prepared by Boylan Environmental Services is attached.

C.2. Soils:
Exhibit C.2. depicts the soils found on the property, as depicted in the Soil Classification Survey for Lee County. There are 4 different soil classifications within the subject property. Listed below is each of the classifications and their descriptions.

(26) *Pineda Fine Sand*
This is a nearly level, poorly drained soil on sloughs. Slopes are smooth to slightly concave and range from 0 to 1 percent. Natural vegetation consists of pineland threeawn, panicums, sedges, maidencain, wax myrtle, South Florida slash pine, and scattered clumps of saw palmetto.

(27) *Pompano Fine Sand*
This is a nearly level, poorly drained soil in depressions. Slopes are concave and less than 1 percent. Natural vegetation consists of St. Johnswort and wax myrtle.

(28) *Immokalee Sand*
This is a nearly level, poorly drained soil in flatwoods areas. Slopes are smooth to convex and range from 0 to 2 percent. Natural vegetation consists of saw palmetto, fetterbush, pineland threeawn, and South Florida slash pine.

Mass Transit Map

FLUCCS Map

SOILS Map

(34) *Malabar Fine Sand*
This is a nearly level, poorly drained soil in sloughs. Slopes are smooth to concave and range from 0 to 1 percent. The available water capacity is low in the surface and subsurface layers and the upper part of the subsoil and medium in the lower part of the subsoil. Natural fertility is low. Natural vegetation consists of pineland threeawn, wax myrtle, scattered saw palmetto, maidencaine, panicum, and South Florida slash pine.

C.3. Topographic Map:
Exhibit C.3. depicts the general topography for the subject property and surrounding areas. This information was obtained from the USGS Quad Sheet Data. Further, the 100-year flood plain, as identified by Map 9 of the Lee Plan, has been overlain on the Topographical map.

C.4. Wetlands, aquifer recharge areas, and rare and unique uplands.
Exhibit C.1 depicts the wetlands that are contained within the subject property. There are no aquifer recharge areas or rare and unique uplands on the site.

C.5. Protected Species:
As documented in PAM/T 98-07, Passarella and Associates conducted a protected species survey on the 153-acre parent tract. An updated species survey is being prepared by this applicant, and will be submitted as part of a rezoning application.

The survey submitted in PAM/T 98-07 included habitat types on the project site with the potential to be utilized by Lee County listed species. Snowy egret was the only Lee County protected species found during the April 10, 1998 protected species survey. The snowy egret was observed feeding at the edge of the borrow area (FLUCFCS Code 742). There was no nesting activity associated with this listed species on the project site.

TOPO Map

The protected species survey located three abandoned red-cockaded woodpecker cavity trees within the limits of the subject property and one abandoned RCW cavity tree within 25 feet of the property limits. The cavity trees were located within the Pine Flatwoods, Disturbed (FLUCFCS 4119) habitats. A RCW nesting season survey was conducted for a period of seven consecutive days beginning April 10 and ending April 16, 1998. The nesting season survey was conducted to determine the foraging potential of existing pinewoods by RCW and activity status of the cavity trees. The RCW surveys identified no RCW nesting or foraging activity on or adjacent to the project site.

D. Impacts on Historic Resources:

The project will have no impacts to any mapped Historic Resources.

E. Internal Consistency with the Lee Plan:

The proposed amendment is consistent with the following goals, objectives and policies of the Lee Plan, the State Comprehensive Plan, and the Strategic Regional Policy Plan.

Lee Plan:

1.) Vision Statement:

The Daniels Parkway vision statement indicates that this area is one of the primary gateways into Lee County. The proposed amendment will result in the coordinated development of the northwest quadrant of the Daniels/I-75 interchange. Further, the reduction in commercial intensity will result in less visual impact at this prominent gateway.

The vision statement continues, "much of the existing vacant land will be developed into low density gated communities." The proposed amendment furthers this vision, and brings the subject property into a greater level of compatibility with the surrounding uses.

2.) Policy 1.1.6 – Outlying Suburban:

The proposed amendment converting the Mixed Use Interchange to Outlying Suburban will allow for the development of low-density residential projects consistent with the provisions of Policy 1.1.6. Further, by amending the subject property to a land use category that currently exists adjacent to two sides of the amendment area, greater compatibility will be assured between future and existing uses.

3.) Objective 2.1 – Development Location:

The proposed amendment is consistent with Objective 2.1 because is allows for contiguous, compact growth patterns in an area where existing infrastructure is in place and sufficient to accommodate the proposed use.

4.) **Policy 2.1.1:**
This policy directs the majority of commercial, industrial and residential development to areas designated Future Urban on the Future Land Use Map. While the proposed amendment will reduce the permitted intensity of the subject property, it will remain a Future Urban category. Therefore the proposed amendment is consistent with this policy.

5.) **Objective 2.2. – Development Timing:**
Objective 2.2 directs new growth to those areas that have sufficient public infrastructure to support the proposed development. The proposed amendment is clearly consistent with this policy, in that the current land use would generate significantly greater demands on public infrastructure than the proposed use. Therefore the amendment will actually reduce the demand on infrastructure that has already been determined sufficient to accommodate greater intensities of development.

6.) **Goal 4:**
Goal 4 encourages mixed-use development and integrated design. While the proposed amendment will not encourage mixed-use development, the resulting project will allow for a comprehensive master plan on more than 500 acres. This master plan is well integrated, functionally related, and consistent with adjacent uses.

Further, the applicant not only owns the property that is the subject of this amendment, but property to the north and the south. This ownership will provide the opportunity to develop the project in an integrated fashion, maintaining a unified aesthetic theme and coordinating the provision of infrastructure.

7.) **Policy 5.1.1:**
The amendment will allow for a coordinated planned development on approximately 500 acres.

8.) **Policy 5.1.5:**
The proposed amendment allows for the development of a residential planned development that is compatible with the land uses to the north, east and west. Further, because the owner of the subject property also owns the undeveloped commercial land to the south, a coordinated development plan is being developed to ensure that the adjacent uses are appropriately located and adequately buffered to ensure that the character and integrity of each is maintained.

9.) **Policy 5.1.6:**
The proposed amendment will allow for a low density, golf course community which will provide a mix of residential unit types, as well as the ability to provide a significant amount of open space, buffering, landscaping and recreational amenities for its residents.

10.) **Standards 11.1 and 11.2:**
The proposed project will be served by Lee County Utilities.

11.) **Standard 11.3:**
The resulting project will be processed as a Planned Development, and will submit a detailed TIS to document concurrency with the surrounding transportation network. Further, the proposed amendment will result in a reduction of allowed intensity within the subject property, thereby reducing trips on surrounding roadways.

12.) **Objective 28.2:**
The subject property is serviced by access to mass transit.

13.) **Policy 36.1.5:**
The proposed development will be serviced by public sanitary sewer services.

14.) **Policy 40.3.1(A):**
The proposed development will be designed in conformance with the Six Mile Cypress Watershed requirements.

15.) **Policy 45.2.1:**
The proposed development is located in an established fire district, and in an area where public water is available.

16.) **Goal 52 – Development Requirements:**
The proposed development will meet or exceed all required open space standards for residential developments.

17.) **Policy 79.1.1:**
The proposed development will comply with the County's new Hurricane Mitigation program. It is anticipated that the finished floor elevations will be above the Category 3 flood zone.

18.) **Policy 84.1.2:**
The proposed project will, to the extent possible, integrate existing wetland, as well as connect historic or desired flow ways. Any impacts to jurisdictional wetlands will be in conformance with SFWMD or DEP dredge and fill permits or exemptions.

19.) **Policy 100.9.5:**
The proposed density and intensity of the subject property following the FLUM amendment will be compatible with or improve the area's existing character.

20.) **Policy 100.9.6:**
The proposed amendment will ensure that the proposed land uses acceptably minimize adverse drainage, environmental, spatial, traffic, noise and glare impacts on adjacent uses.

State Plan:

1.) **Goal 16(a):**
The project will have access to adequate public facilities, as noted in Section B.

2.) **Policies 16(b)1 and 3:**
The amendment will allow for a mix of residential unit types, and ensure a well-integrated transition from the commercial uses along Daniels Parkway to the residential areas to the north and west.

Regional Policy Plan:

1.) **Goal I-1:**
This amendment will permit for a greater mix of housing types on the over all site.

2.) **Policies I-5.1.c. and 2:**
Approval of this amendment will allow for compact, efficient and compatible development patterns.

3.) **Policies V-3.1 and 2:**
The amendment will allow for residential uses next to an area that provides for significant business activities.

F. **Additional Requirements for Specific Future Land Use Amendments:**
The proposed amendment does not contain any provisions that require additional information under this section.

G. **Planning Justification:**
The subject property originally had the land use designation and zoning in place to accommodate a regional mall. Due to this site's proximity to the Bell Tower and Edison Mall, and the community's changing demographics, the demand for a regional shopping facility has moved south, leaving this site inappropriately designated. During this same time frame, the Daniels Parkway Corridor has continued to develop as a high-end residential corridor, with limited commercial areas pushed towards major nodes.

The most recent amendment on this property (PAM/T 98-07) recognized these two developments, and tried to establish a land use category that would allow for commercial and industrial components, as well as accommodate a residential component that would help create a transition between the commercial uses and the lower density residential uses to the north and west.

Since the 1998 amendment was submitted, the residential demand in this area continues to be for moderate to low density uses, as demonstrated by the recent approval of Danforth RPD, immediately across Palomino Road from the subject property. Additionally, due to a lack of large, developable parcels in Lee County, there continues to be a demand for golf course communities. Because of the very stringent limitations on land use percentages within the Mixed Use Interchange land use category, accommodating the desire for low density residential and golf course uses within the Mixed Use Interchange is impossible. Further, because of the size and amount of

wetlands on the Outlying Suburban land to the north of the subject property, there is insufficient space to develop a stand alone residential development, without integrating the "Daniels Interchange MPD" land.

For these reasons, the applicant is requesting that the Mixed Use Interchange land use category be reverted to Outlying Suburban in order to allow this property to be planned in conjunction with the land to the north, resulting in sufficient area to develop a moderate to low-density golf course community. This community is consistent with the surrounding land uses, environmental characteristics and density of the immediate area.

It is also important to note that the demand for commercial within this quadrant of Interstate 75 can still be accommodated in the vacant 35 + acres that are still designated as General Interchange.

The result of this amendment will be a reduction in permitted density and intensity, and therefore a reduction in demand on surrounding water, sewer, police, EMS, traffic and educational resources. For these reasons, the applicant submits that the requested amendment is consistent with the Lee Plan and sound planning principles, and should therefore, be approved.

Project Team:
Renaissance Future Land Use Amendment

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FL Lic #366

March 20, 2001

Mr. Matthew A. Noble
Principal Planner
Department of Community Development
Division of Planning
P.O. Box 398
Ft. Myers, FL 33902-0398

Re: CPA 2000-03, Lee Plan Future Land Use Amendment

Dear Mr. Noble:

In response to your letter dated February 19, 2001 concerning the Lee Plan Future Land Use Amendment, I am pleased to submit the following information. (For your convenience, I have copied and accented the staff's comments and then provided the applicant's response in the regular font):

Division of Planning
Sufficiency Checklist for Planned Developments

1. **Please correctly identify the applicant – Worthington Holdings, or Worthington of Renaissance, LLC.**

   Since the original submittal in September, 2000, the property owner has created a new holding company named Worthington of Renaissance, LLC. Attached is a revised copy of the Application reflecting Worthington of Renaissance as the owner, and a copy of the property appraisers data sheets illustrating that Worthington of Renaissance does own all applicable parcels.

IIIB. **The applicant does not provide information concerning the amount of Uplands and Wetlands. The section for "Area of each Existing Future Land Use Category" has not been filled out by the applicant. In other sections of the application, the applicant indicates that the existing parcel includes 153 acres of Mixed Use Interchange and approximately 5 acres of Global Interchange. Please confirm this. Staff has been unable to verify the presence of General Interchange lands within the subject property.**

   Based on the SFWMD Wetland Jurisdictional Determination, signed by Craig Schmittler on 8/25/2000, there are approximately 26.29 acres of jurisdictional wetlands within the amendment boundaries. This 26.29 acres primarily consists of FLUCCS categories 211H, 411H and 424, with one small (.94 acre) area of 621. The remainder of the property (+/- 131.71 acres) is all classified upland. A copy of this jurisdictional determination (showing both Renaissance North and South) is attached.

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The submitted STRAP list provides the owner information as "Daniels–I75 Associates LTD. As stated above, staff finds the owner of record to be "Worthington of Renaissance, LLC." Please correct the STRAP list.

As indicated above, the ownership is now completely under the control of Worthington of Renaissance LLC. The STRAP list has been updated to reflect this refinement of ownership.

IVA.1. **The applicant has not provided the requested text change in a strike-out-underlined format. The application lacks analysis and data to justify this proposed change. The application does not provide an estimated needed residential allocation.**

Originally, the applicant was not requesting any amendments Lee Plan Text, only the FLUM. However, in discussions with staff, they have indicated that they would prefer that the amendment eliminate the land use category from the Lee Plan due to the fact that all of the land under that designation will be eliminated. Similarly, with the deletion of this land use category, the applicant will be requesting that the 2020 allocations be converted to other appropriate categories.

Below are the proposed text changes to the Lee Plan, as well as the Table 1A (2020 Overlay). The anticipated residential allocation for this amendment can easily be accommodated by the 68 acres of residential that are currently allocated to the Mixed Use Interchange. In fact, the proposed residential units currently approved under the MPD for this property, exceed what will be requested in Renaissance North and South combined. Based on this reduction in density, the proposed amendment will not result in an increase to the population accommodation, nor will it result in a deficiency in any LOS for public infrastructure.

A.1. Provide any proposed text changes:

The result of the requested amendment will be the removal of any land from the FLUM that is allocated to the Mixed Use Interchange Land Use Category. For this reason, the applicant is submitting a request to delete Policy 1.3.6 in its entirety. However, should Lee County and DCA desire to retain this land use category for future areas, the applicant would have no objection. The language proposed to be deleted is as follows:

~~*Policy 1.3.6: The Mixed Use Interchange District areas are intended to provide opportunities for a wide range of light industrial, office, and retail commercial uses, accompanied by a viable residential component to facilitate the internal capture of trips through on-site shopping and job creation. The residential uses in this category are to be transitional with existing and future residential uses abutting this land use district to promote compatibility with adjacent residential uses. The maximum residential density, of 5 units per acre, for this category is calculated on the upland acreage of the entire project including both residential and non-residential areas. Policy 6.1.2.2 does not apply to this interchange district.*~~

~~*Commercial and residential uses shall meet the following criteria in this district.*~~

~~*1. In order to implement the standards of this district, Mixed Use Planned Development (MPD) zoning is required.*~~

2. Residential uses in this category will serve as a transition between the intense non-residential uses within the interchange area and existing or potential residential uses on properties outside of the interchange category. To preserve the intent of the interchange designation, uses serving the traveling public is required within 330 feet of the arterial road creating the interchange.

3. To insure viable residential uses and to provide for employment and shopping opportunities for residential uses developed on site, the following minimum acreage percentages are required:

   - 45 percent of the gross land area will be developed with residential uses, and
   - 40 percent of the gross land area will be developed with commercial and/or industrial uses.

4. Non-residential uses will be constructed in a fashion such that the total building area does not exceed 20% (0.2 FAR) of the total land area used for non-residential uses. Development intensities may be more or less than a floor area ratio (FAR) of 0.2 on individual parcels, as long as the project's average FAR for non-residential uses does not exceed 0.2

5. Bicycle & pedestrian facilities will be provided throughout the development. Connections between all uses are required to facilitate these alternative modes of transportation. When possible, connections to developments adjacent to the MPD will be provided.

6. Vehicular connections between residential and non-residential uses will be provided to facilitate the internal capture of trips. When possible, connections to development adjacent to the MPD will be made to provide alternative access to the non-residential components of this development other than the arterial creating the interchange with I-75.

7. Landscaping requirements shall be increased in this land use category to help promote a pedestrian ambiance. The following requirements shall supplement the minimum standards of the Lee County Land Development Code Section 10-415.

   - Multi-family developments shall provide 1.5 trees per 3,000 S.F.
   - Non-residential uses shall provide 1.5 trees per 3,500 S.F.
   - Landscaping for internal parking areas shall be 15% of the total paved surface area.
   - An average fifty foot buffer strip which includes a minimum of 7 trees and 30 shrubs per 100 lineal feet and a double staggered hedge will be provided along the I-75 corridor. It is desired that the existing native vegetation will be retained and augmented to meet this standard.

If any facility deficiencies may result from the application of this district, commitments shall be provided at the time of zoning to insure that necessary improvements will be in place to support the proposed uses.

In addition to deleting Policy 1.3.6, the applicant is also requesting the conversion of the residential allocations from the Mixed Use category to the Outlying Suburban category, as reflected below in the modified Table 1(b).

Table 1(b) – Planning Community Year 2020 Allocations:

Future Land Use Category	Existing Allocations	Proposed Allocations	Change
Outlying Suburban	~~940~~	1,008	+68
General Interchange	2	2	-
Mixed Use Interchange	~~68~~	0	-68
Rural	1,255	1,255	-
Wetlands	7	7	-
Residential Sub Total	2,273	2,273	-
Commercial	398	398	-
Industrial	10	10	-
Public	1,854	1,854	-
Active Ag	254	254	-
Passive Ag	958	958	-
Conservation	1,913	1,913	-
Vacant	427	427	-
Total	8,088	8,088	-

The 68 acres currently allocated to the Mixed Use Interchange accommodates the permitted 500 dwelling units at a gross density of 5 dwelling units per acre. The conversion of these acres to a category with a maximum density of 3 dwelling units per acre would normally result in an increase in acres to accommodate the same number of units at a lower density. However, to simplify this amendment, the request is simply to transfer the same 68 acres from Mixed Use Interchange to Outlying Suburban.

IVA.2. The applicant has only submitted 1 color copy of the required map. Please resubmit 30 copies of the color map.

The color map, which the applicant provided, is a version of the existing FLUM showing the outline of the subject property. We believe that staff has a digital version of the county's FLUM. However, the applicant has provided an additional 30 version of our map in 8 ½" x 11" format.

A.5&6 Please update the legal description. The acreage does not match (152.95 versus the 158). Staff is also asking that the applicant provide an opinion of title and a boundary survey, which agree. Staff prefers that the applicant provide a metes and bounds description that includes right-of-ways such as Danport Center Boulevard.

Attached is the latest copy of the legal description. The applicant currently owns land on the north and south of the subject property, and will be submitting a RPD for property that encompasses more than the land that is the subject of this amendment. Our request is simply to change the designation of the area amended by PAM/T 98-07 (as submitted in the original applicants legal description) to the Outlying Suburban land use category. Roger Harrah at

Community Engineering Services, is following up with Jerry Murphy to make sure that the all issues with the legal description have been addressed.

At the time of submittal, the subject property was under contract. Copies of all of the contracts were submitted with the original application. In the 5 months since submittal, the property has changed ownership, and is now under the control of Worthington of Renaissance, LLC. In light of the completion of this acquisition, the applicant has now provided the appropriate deeds for staff's review.

A.8 **Please submit the required authorizations from the property owners of the subject property so that the agent may represent the owners in this matter.**

The authorization form was originally signed by Scott Connell of Worthington Holdings. Since the submittal 5 months ago, all of the land has been closed, and converted into a holding company, Worthington of Renaissance, LLC. A revised authorization form has been signed by Scott Connell on behalf of Worthington of Renaissance, LLC.

B.1 **Please respond to the Memo from the Department of Transportation.**

Please see the attached response to the Department of Transportation Memo.

B.3.c **Please provide a letter of willingness to provide service from the Lee County Sheriff's Office.**

The Lee County's Sheriff's Office is a constitutional office that is required to provide law enforcement for all of unincorporated Lee County. The original letter cannot be located at this time, and a new letter has been requested.

C. **See attached comments from Environmental Sciences staff.**
Please provide a FLUM with proposed land uses. This map must delineate state jurisdictional wetlands or provide a SFWMD permit including exhibits showing approved wetland impact and required wetland preservation areas. Any wetland areas to be preserved must be delineated on the FLUM as Wetland.

The applicant submitted a FLUM map outlining the area proposed to be converted to Outlying Suburban. A detailed FLUCCS map and Soils map were also submitted. In response to staff's request, a signed SFWMD wetland delineation has been submitted in this response.

The application for an amendment to the FLUM, specifically item IV.C, does not require the delineation of wetlands to be preserved. However, because of the degraded condition of the vast majority of the wetlands on site, it is likely that all wetlands may be subject to some level of impact, whether it is through the creation of flow ways, mitigation, excavation or filling. It is anticipated that the wetland on the western property line (containing less than 4 acres of FLUCCS 621, 424 and 211 will be incorporated into the projects preserve area). However, because of the preliminary nature of this project, and because no permitting has been approved, it is impossible to identify the wetlands which will be preserved.

C.1 **The submitted exhibit indicates an approximate acreage of 542.42 acres. Other sections of the application indicate that the subject parcel is approximately 158 acres. Please correct.**

A detailed acreage breakdown has been provided for the Renaissance South FLUCC categories. This exhibit reflects approximately 26.29 acres of wetland on the 153 +/- acre subject property.

C.2 **Staff notes the presence of additional soil (44 & 13) types on the subject property. Please revise the application to include these types.**

The applicant has reviewed the Soil Survey, and believes that if these two soil classifications are present on the property, that they represent such an insignificant amount of land (Less than an acre combined) that their inclusion does not appear to be justified. However, in accordance with Staff's request, these classifications have been added in the attached sufficiency update.

C.2. Soils:
Exhibit C.2. depicts the soils found on the property, as depicted in the Soil Classification Survey for Lee County. There are 6 different soil classifications within the subject property. Listed below is each of the classifications and their descriptions.

(13) Boca fine sand
This is a nearly level, poorly drained soil on flatwoods. Slopes are smooth and range from 0 to 2 percent. Natural vegetation consists of saw palmetto, pineland threeawn, South Florida slash pine, and wax myrtle.

(44) Malabar fine sand, depressional
This is a nearly level, poorly drained soil in depressions. Slopes are concave and are less than 1 percent. Natural vegetation consists of bald cypress, wax myrtle, St. Johns wort, and water tolerant grasses.

(26) Pineda Fine Sand
This is a nearly level, poorly drained soil on sloughs. Slopes are smooth to slightly concave and range from 0 to 1 percent. Natural vegetation consists of pineland threeawn, panicums, sedges, maidencain, wax myrtle, South Florida slash pine, and scattered clumps of saw palmetto.

(27) Pompano Fine Sand
This is a nearly level, poorly drained soil in depressions. Slopes are concave and less than 1 percent. Natural vegetation consists of St. Johnswort and wax myrtle.

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This is a nearly level, poorly drained soil in flatwoods areas. Slopes are smooth to convex and range from 0 to 2 percent. Natural vegetation consists of saw palmetto, fetterbush, pineland threeawn, and South Florida slash pine.

(34) *Malabar Fine Sand*
This is a nearly level, poorly drained soil in sloughs. Slopes are smooth to concave and range from 0 to 1 percent. The available water capacity is low in the surface and subsurface layers and the upper part of the subsoil and medium in the lower part of the subsoil. Natural fertility is low. Natural vegetation consists of pineland threeawn, wax myrtle, scattered saw palmetto, maidencaine, panicum, and South Florida slash pine.

C.5. Staff does not find a table of plant communities by FLUCCS..." Please provide the requested table.

In addition to the documentation provided in PAM/T 98-07, Boylan Environmental has conducted a protected species survey for the subject property. A copy of the FLUCCs table and potential protected species is provided on the attached FLUCCS Map.

Table C.5. FLUCCS and Potential Protected Species

D.1. The applicant has not indicated whether or not there are any historic resources listed on the Florida Master Site File, which are located on the subject property or adjacent property.

There are not any historic resources listed on the Florida Master Site File for the subject property.

D.2. Please provide a map showing the subject property location on the archeological sensitivity map for Lee County.

The subject property does not fall within either Archeological Sensitivity Level 1 or 2. A black and white copy of the County's map is provided, as well as an archeological survey of the site conducted by Archeological Consultants, Inc.

E.1. Please provide the required discussion.

The proposed amendment does not have any impact on the established Lee County population projections, in that the proposed density is a reduction from the currently permitted densities. Further, as detailed above, the proposed request will require the transfer of 68 residential acres from the Mixed Use Interchange to Outlying Suburban land use category, as reflected in Table 1(b). This adjustment is appropriate due to the fact that all of the land in this land use category is requested to be converted to Outlying Suburban. The result of this amendment is that there will be no increase in the County's population accommodation of the Future Land Use Map.

E.3. Please provide the required discussion.

The proposed amendment will have no impact on any adjacent government's comprehensive plan. The proposed project is located wholly within Lee County, and is more than 8 miles from the nearest incorporated area. The proposed amendment provides for greater compatibility with surrounding residential uses, and still maintains viable commercial areas within the Interchange land use category.

F.1.a State whether the site is accessible to arterial roadways, rail lines, and cargo airport terminals.

The subject property does have access to Daniels Parkway (an arterial road) via an internal access road through an existing commercial subdivision. The property does not have any access to rail lines, and does not have any direct access to airport terminals. The subject property is approximately two miles from the entrance to the airport.

However, while the subject property did allow for some industrial uses, they were all light industrial uses that can still be accommodated in the vast Airport Commerce land use designation, New Community, and other industrial land use categories in close proximity to the airport. Locations for industrial and retail land uses were further expanded in 2000 due to the expansion of the Noise Zones for the future airport expansion. Further, there are in excess of 15 acres of land still remaining within the General Interchange category that can continue to accommodate light industrial and retail uses.

F.1.c Address the affect of the proposed change on the county's industrial employment goal, specifically policy 7.1.4.

It is important to point out that in the staff report recommending approval of PAM/T 98-08, there was no discussion pertaining to Policy 7.1.4, and the recommendation was made without respect to Policy 7.1.4. There was no indication made by staff that there was any need for additional industrial land use designations to comply with Policy 7.1.4, and there was no reference to the required bi-annual study documenting the county's progress toward this employment goal.

Further, the approved amendment resulting in Policy 1.3.6 does not require any industrial development, but rather simply allows the use. Since the land use category could be completely developed without any industrial uses, the creation of the category cannot be reasonably be counted towards the fulfillment of Policy 7.1.4. Conversely, the deletion of the Mixed Use Interchange category does not diminish any realistic opportunity to achieve the goal.

As outlined in Attachment 7 of PAM/T 96-13, Lee County provides the following assessment of acres per land use category:

Land Use Category	Acres	% considered non-residential (From Attach. 4)	Available for Industrial Uses
Intensive Development	4,945.00	61.5%	3,041.17
Industrial	5,861.12	100%	5,861.12
Industrial Interchange	110.83	100%	110.83
General Interchange	1,109.87	100%	1,109.87
Industrial Commercial Interchange	272.19	100%	272.19
New Community	4,370.01	40.9%	1,787.33
Airport Commerce	4,572.22	100%	4,572.22
DRGR	94,763.56	5% *	4,738.18
Totals:	**116,004.80**		**21,492.91**

For comparison, the 1990 projections for the required industrial acreage, based on 3% of population, required an allocation of 11,365 acres (1990 Amendments to the Lee Plan, Volume 2 of 3, September 1990). The 1990 population was 335,113 (based on Attachment 9 of PAM/T 96-13). The projected 2010 population is 511,400, or an increase of 152.6% over the 1990 population. By applying this same rate of increase to the desired industrial allocation, it is estimated that 17,342.99 acres of industrial should be accommodated. As outlined above, the current FLUM currently has allocated approximately 21,500 acres of land that could be developed for industrial uses.

While this land use allocation has been provided by the FLUM, Attachment 13 and 14 of PAM/T 96-13 demonstrates that through the year 1996, there was only a demand of 1,440.3 acres of industrial, or approximately 10,084,000 square feet (which translates into an intensity of about 7,000 square feet per acre). Based on this data, there is currently more than 20,000 acres of land that could accommodate industrial uses than the actual demand (as tracked in Attachment 14) for industrial development.

As indicated in the Lee County 2020 Planning Community allocation tables (attached), there are 2,296 acres of industrial land use available in the Gateway/Airport Planning Community, 332 industrial acres available in the South Fort Myers Planning Community, and 160 in the San Carlos Estero Community. These three Planning Communities surround the Daniels Road Planning Community, and represent the majority of the main concentrations of industrial allocations for Lee County. Combined, there are in excess of 2,788 available acres of industrial allocations within the surrounding Planning Communities. Again for comparison, Attachment 14 of PAM/T 96-13 tracks the annual acreage demand for industrial in Lee County since 1930. The result is that on average, Lee County consumes approximately 20 acres of industrial per year over that time frame, with peak demand for 63.63 acres per year (1985). Based on the highest annual demand for industrial acreage, the current allocation represents more than a 43.8-year supply – well beyond the 2010 time frame established in Policy 7.1.4.

Finally, assuming that 50% of the available acreage within the Mixed Use Interchange land use category were actually converted to industrial use, it would represent approximately 31.6 acres, or less than 1.1% of the current available industrial acreage. Based on this data and analysis, and the current adequate supply of industrial land, the conversion of this land use category to Outlying Suburban would have a negligible effect on Policy 7.1.4.

G. **The application lacks justification that is supported with adequate data and analysis. For example, the application provides the statement that "the demand for commercial within this quadrant of Interstate 75 can still be accommodated in the vacant 35+ acres that are still designated as General Interchange." The application provides little justification for the need for additional low-density development in Lee County.**

The proposed amendment is required, and/or appropriate, for a variety of reasons, which are all based in sound planning principles. The first issue is that of need. In evaluating the large, urban sites available for golf course communities, there are virtually no remaining parcels that have not been identified for development. In order to realistically be developed as a golf course community, a parcel in excess of 350 acres is required, but a parcel in excess of 450 acres is desired. This is the only remaining site, of sufficient size and unified control to be realistically considered for development as a golf course community. If urban sites are discouraged from development as residential communities, it increases development pressure at the edges of the urban land use categories.

The second issue is compatibility. The current and anticipated development to the north and west of the subject property is low-density residential uses. By converting this project to a lower density residential use, the transition to adjacent residential developments such as Danforth RPD, and the larger estate tracts to the north are made much more smoothly. Despite the buffers and transitional areas, the transition from industrial, to commercial to residential would have been challenging. Further, the amount of development permitted by the current land use category is significantly more intense than is being requested. This high level of intensity was a major concern of Lee County's, particularly as it related to road impacts on Palomino and Daniels Parkway. The proposed development will reduce this intensity, and thereby minimizing potential impacts on the roadway LOS.

The third issue is market. Originally this site was approved for a regional mall. As has been evidenced over the last year by the submittal of two alternative mall sites, and by the abandonment of the DRI, this site was not a viable regional mall site. Staff acknowledged this change in viability on page 6 of 33 of the Staff Report for PAM/T 98-07. This site also has significant competition for the mid-scale retail center, in that 6 miles to the west is the very vibrant Bell Tower Shoppes, and within 5 miles to the south is the approved Three Oaks commercial center. Opportunities for development as a mid-scale center are also adversely impacted by the existing development of the Daniels Road frontage for tourist oriented uses. Neighborhood retail uses are further limited, in that there have been significant approvals for Grocery Store anchored developments within 1-4 miles of the site, including the Shoppes at Fiddlesticks (100,000), Daniels Falls CPD (100,000), the Colony CPD (60,000), US Communities/Riverside Baptist Church CPD (30,000), Palomino Park CPD (80,000), the Brookshire Albertsons (150,000) and others (see attached project descriptions). These projects have resulted in the approval of over 500,000 square feet of neighborhood retail uses.

The fourth issue is the ability to still provide some retail and office uses adjacent to the proposed development, augmented by internal vehicular and pedestrian access – which was a goal of Policy 1.3.6. Between Daniels Parkway and the proposed development, there are over 40 acres of land that are currently approved for office or retail uses, or could be approved for office or retail uses. This future development could still provide the opportunity for an employment base close to residential (including Danforth RPD, the Legends and the Renaissance Development). This approach is still consistent with the position taken by staff on page 7 of 33 of the Staff Report for PAM/T 98-07, which was, "It is the intent of this new category to not only provide residential opportunities with convenient access to I-75 for their working commute, but also to provide these residents convenient pedestrian accessible retail for their after work needs."

Should you have any questions concerning the responses in this submittal, please do not hesitate to contact me.

Sincerely,
Vanasse & Daylor, LLP

Mitchel A. Hutchcraft

Mitch Hutchcraft, AICP, ASLA
Executive Vice President

May 21, 2001

Mr. Matthew A. Noble
Principal Planner
Department of Community Development
Division of Planning
P.O. Box 398
Ft. Myers, FL 33902-0398

Re: CPA 2000-03, Lee Plan Future Land Use Amendment

Dear Mr. Matt:

In response to your letter dated April 27, 2001 concerning the Lee Plan Future Land Use Amendment, I am pleased to submit the following information. (For your convenience, I have copied and accented the staff's comments and then provided the applicant's response in the regular font):

Division of Planning
Sufficiency Checklist for Planned Developments

1. **Please identify which parcel or parcels are within the General Interchange category. Please identify all the STRAP numbers and owners. Also please provide the deeds for the referenced parcel.**

   Worthington of Renaissance is the property owner for both of the parcels within the General interchange Land Use category. The STRAP numbers for the two parcels are: 22-45-25-00-00002.1030 and 22-45-25-01-0000B.0020. Enclosed, please find the deeds for both parcels.

   The application has not taken into account the presence of the Wetlands land use category on the property. Is it the intent for the areas currently designated Wetlands to remain in the Wetlands category, or does this request propose to change them to Outlying Suburban? How will this affect the proposed 2020 allocation figures?

   Most of the FLUM designated Wetland area within this parcel is non-functioning wetland. This project is working with the South Florida Water Management District to recreate the flow ways through the site and greatly enhance the regional water management system. Some of the non-viable wetlands will be impacted by development, and these areas will change from Wetland to Outlying Suburban. The other areas of Wetland and the wetland areas that are created can remain in the Wetland category.

12730 New Brittany Boulevard, Suite 600, Fort Myers, FL 33907 • Website: www.vanday.com
Telephone: 941-437-4601 • Fax: 941-437-4636 • Email: admin@vanday.com

The application should indicate how many acres of Mixed Use Interchange, General Interchange and Wetlands exist on the property.

We have revised the application to show the acrages of General Interchange, Mixed Use Interchange and Wetlands on site. There is 1.95+/- acres of General Interchange, 129.04+/- acres of Mixed Use Interchange, and 22.15 +/- acres of Wetlands.

A1. **Staff would prefer to retain the Mixed-Use Interchange Category. Please revise the application to retain Policy 1.3.6. Also Table 1(b) has not taken into account any changes in the number of acres within the General Interchange category.**

As per our meeting on May 16, you and Paul mentioned that you no longer planned to retain the Mixed Use Interchange Land Use Category. We have revised Table 1(b) to account for acres within the General Interchange category.

Table 1(b) – Planning Community Year 2020 Allocations:

Future Land Use Category	Existing Allocations	Proposed Allocations	Change
Outlying Suburban	~~940~~	1,008	+68
General Interchange	2	2	-
Mixed Use Interchange	~~68~~	0	-68
Rural	1,255	1,255	-
Wetlands	7	7	-
Residential Sub Total	2,273	2,273	-
Commercial	398	398	-
Industrial	10	10	-
Public	1,854	1,854	-
Active Ag	254	254	-
Passive Ag	958	958	-
Conservation	1,913	1,913	-
Vacant	427	427	-
Total	8,088	8,088	-

The 68 acres currently allocated to the Mixed Use Interchange accommodates the permitted 500 dwelling units at a gross density of 5 dwelling units per acre. The conversion of these acres to a category with a maximum density of 3 dwelling units per acre would normally result in an increase in acres to accommodate the same number of units at a lower density. However, to simplify this amendment, the request is simply to transfer the same 68 acres from Mixed Use Interchange to Outlying Suburban. The General Interchange Category does not permit residential uses. Therefore, although this amendment is requesting to change approximately two acres of General Interchange to Outlying Suburban, these acres would not be added to the Table under Outlying Suburban as there would be no transfer of residential density.

A2. **The application requires 30 copies of the required map.**

Enclosed, please find 30 copies of the required map.

A3. **Please verify that this parcel does, in fact, contain a billboard. Item IV.A.3 requires a discussion of the consistency of current uses with proposed changes. Please discuss how the billboard will be consistent with the Outlying Suburban category.**

The billboard parcel is not included in the Comprehensive Plan Amendment. Worthington of Renaissance does not own this parcel and is not authorized to change its Future Land Use category.

A.5. **The "Parcel Key Map" submitted by CES makes references to a "CDD Boundary". Please correct this minor error.**

Please see the enclosed revised Parcel Key Map.

A.6. **The deed for the parcel containing the billboard is missing from the application.**

The billboard parcel is not included in the Comprehensive Plan Amendment. Worthington of Renaissance does not own this parcel and is not authorized to change its Future Land Use category. Since Worthington of Renaissance does not own the parcel, there is no deed to submit.

The property appears to include a small portion of STRAP number 22-45-25-01-0000B.0020

That is correct. As we discussed, this area will be re-platted in conjunction with the Renaissance South RPD. There are also other parcels which this Comprehensive Plan Amendment intersects. All of the properties are under ownership of Worthington of Renaissance and will be replatted.

A.7. **Please provide the letter from the Lee County Sheriff's Office when it becomes available.**

We are working with the Sheriff's office to obtain this letter. We will give it to you as soon as we get it.

C.1. **Please submit a more legible copy of the map depicting wetland jurisdictional lines and FLUCCS plant communities.**

Please see the enclosed map depicting wetland jurisdictional lines and FLUCCS plant communities.

E.1. **Please provide the required discussion.**

The proposed amendment has a negative any impact on the established Lee County population projections, in that the proposed density is a reduction from the currently permitted densities. Further, as detailed above, the proposed request will require the transfer of 68 residential acres from the Mixed Use Interchange to Outlying Suburban land use category, as reflected in Table

1(b). This adjustment is appropriate due to the fact that all of the land in this land use category is requested to be converted to Outlying Suburban.

According to the submitted application for the Residential Planned Development, this area will build no more than 260 residential units. The 68 acres of allocated residential area in the Mix Use Interchange Future Land Use category would allow for 340 units. The result of this amendment is that there will be a decrease in the County's population accommodation of the Future Land Use Map.

Should you have any questions concerning the responses in this submittal, please do not hesitate to contact me.

Sincerely,
Vanasse & Daylor, LLP

Daniel DeLisi
Planner

LEGAL DESCRIPTION
FOR
RENAISSANCE COMP PLAN AMENDMENT AREA

A PARCEL OF LAND LYING IN SECTIONS 15 AND 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, SAID LAND BEING SITUATED WEST OF I-75 AND NORTH OF DANIELS ROAD AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH ¼ CORNER OF SECTION 15, TOWNSHIP 45 SOUTH, RANGE 25 EAST; SAID POINT ALSO BEING THE NORTHWEST CORNER OF DANPORT CENTER PLAT BOOK 36, PAGES 118 THROUGH 120, THENCE ALONG THE NORTH LINE OF SAID PLAT AND THE SOUTH LINE OF SECTION 15,
N 89°33'10" E, A DISTANCE OF 955.04' TO A POINT MARKING THE NORTHEAST CORNER OF SAID PLAT AND ALSO BEING ON THE WEST RIGHT OF WAY OF INTERSTATE 75;
THENCE ALONG SAID RIGHT OF WAY AND SAID PLAT THE FOLLOWING BEARINGS AND DISTANCES :
S 00°29'46" E, A DISTANCE OF 720.92' TO A POINT;
THENCE S 03°21'36" W, A DISTANCE OF 518.59' TO A POINT;
THENCE S 07°47'14" W, A DISTANCE OF 157.00' TO A POINT MARKING THE SOUTHEAST CORNER OF LOT 3 OF "DANPORT CENTER" AS RECORDED IN PLAT BOOK 36 PAGES 118 THROUGH 120; THENCE LEAVING SAID RIGHT OF WAY AND RUNNING WITH THE SOUTH LINE OF SAID LOT 3,
S 88°58'07" W, A DISTANCE OF 322.37' TO A POINT; THENCE LEAVING SOUTH LINE OF LOT 3 AND RUNNING;
S 53°11'00" W, A DISTANCE OF 783.03' TO A POINT MARKING THE NORTHEAST CORNER OF "DANPORT CENTER PHASE 1A" AS RECORDED IN PLAT BOOK 49 PAGES 87 THROUGH 92; THENCE WITH THE NORTH LINE OF SAID PLATTED LANDS AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 24°44'22", AN ARC DISTANCE OF 259.07', RADIUS OF 600.00', WITH A CHORD BEARING OF
S 76°36'00" W, A DISTANCE OF 257.06' TO A POINT;
THENCE S 88°58'10" W, A DISTANCE OF 330.70' TO A POINT;
THENCE AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 12°26'10",
AN ARC DISTANCE OF 13023', HAVING A RADIUS OF 600.00',
WITH A CHORD BEARING OF N 84°48'46" W, A DISTANCE OF 129.98' TO A POINT;
THENCE LEAVING SAID PLAT AND RUNNING N 01°01'50" W, A DISTANCE OF 397.53' TO A POINT;
THENCE N 75°40'45" W, A DISTANCE OF 523.68' TO A POINT,
THENCE N 01°02'20" W, A DISTANCE OF 717.56' TO A POINT
THENCE S 89°34'28" W, A DISTANCE OF 644.79' TO A POINT ON THE EAST LINE OF THE WEST ½ OF THE NORTHWEST ¼ OF THE NORTHWEST ¼, AND BEING NEAR THE CENTERLINE OF PALOMINO LANE;
THENCE WITH SAID EAST LINE N 01°02'35" W, A DISTANCE OF 661.68' TO A POINT ON THE SOUTH LINE OF SECTION 15; THENCE CONTINUE WITH THE EAST LINE OF THE WEST ½ OF THE SW ¼ OF THE SW ¼ OF SECTION 15, N 01°05'26" W, A DISTANCE OF 1324.29' TO THE NW CORNER OF THE NE ¼ OT THE SW ¼ OF THE SW ¼; THENCE LEAVING SAID EAST LINE AND RUNNING N 89°34"58" E, A DISTANCE OF 1936.08' TO THE NE CORNER OF THE SE ¼ OF THE SW ¼ OF SECTION 15, SAID POINT BEING ON THE EAST LINE OF THE SE ¼ OF THE SW ¼ OF SECTION 15; THENCE WITH SAID LINE
THENCE S 01°00'03" E, A DISTANCE OF 1324.08' TO THE POINT OF BEGINNING.

CONTAINING 152.37 ACRES MORE OR LESS.
(See Attached Boundary Sketch)

Surveyor and Mapper in Responsible Charge:
Roger H. Harrah, LS #5294
Community Engineering Services, Inc. LB #6572
9200 Bonita Beach Road, Suite 213
Bonita Springs, FL 34135

Signed: Roger H. Harrah
Roger H. Harrah, P.L.S.

Date: 05-23-01

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RENAISSANCE

PROPOSED COMPREHENSIVE PLAN CHANGE

V&D #80306

Prepared for:

Worthington of Renaissance LLC

Submitted: March 2001

Prepared by:

VANASSE & DAYLOR, LLP
12730 New Brittany Boulevard, Suite 600
Ft. Myers, FL 33907
(941) 437-4601

INTRODUCTION

Worthington of Renaissance LLC is proposing a Lee County Comprehensive Plan Change for the Renaissance project. The project will occupy the vast majority of the undeveloped lands within TAZ 640 and is projected to consist of up to 500 dwelling units of residential housing. The mix is anticipated to be at least 130 multi-family and up to 370 single-family residences. The project is within TAZ 640 with is bounded by Palomino Road to the west, Penzance Boulevard to the north, I-75 to the east and Daniels Parkway to the south. The proposed Comprehensive Plan change would change nearly all the undeveloped land (approximately 153 acres) within TAZ 640 from the General Interchange land use classification to the Outlying Suburban land use classification.

In accordance with a LDOT memorandum dated January 15, 1999 (see Appendix A), the existing land uses within TAZ 640 at that time were 12 single-family dwelling units, 87 hotel/motel units and 57,355 square feet of commercial land uses. A letter (see Appendix A) written by Robert H. Gurnham from the Lee County Department of Community Development dated February 25, 2001 states "Be advised however, that 172 of the 200 hotel/motel units allowed by resolution Z-88-296 have already been built or permitted." Therefore, for the existing condition, we have assumed there are 12 single-family dwelling units, 172 hotel/motel units and 57,355 square feet of commercial land uses within the area. Table 1A shows the proposed trip generation at buildout of the area, which will include the existing, land uses plus the 370 single-family dwelling units and the 130 multi-family dwelling proposed by this Comprehensive Plan change.

In 1999, Lee County approved a Comprehensive Plan Change for the Daniels Interchange MPD, which changed 68.6 acres within TAZ 640 from the Outlying Suburban land use classification to the General Interchange land use classification. TAZ 640 including the Daniels Interchange MPD included 250 single-family dwelling units, 250 multi-family dwelling units, 200 hotel/motel units, 100,000 square feet of commercial land uses, 100,000 square feet of service/office land uses, and 300,000 square feet of industrial/warehouse land uses. Table 2 shows the potential trip generation from these land uses.

The TAZ 640 data from the 2020 Financially Feasible Plan call for 227 single-family dwelling units, 22 multi-family dwelling units, 225 hotel/motel units and a computed 92,000 square feet of commercial and 835,764 square feet of service/office land uses (see Appendix B). Table 3 shows the potential trip generation from these land uses.

SITE-GENERATED TRAFFIC

The Trip Generation Manual (6th Edition) published by the Institute of Transportation Engineers (ITE) has been used to determine the trip-generation rates for this project.

The following trip generation equations are used for this analysis:

Single-Family Detached Housing (LU 210):
- ADT: Ln(T) = 0.920 Ln(X) + 2.707
- AM Peak Hour: T = 0.700(X) + 9.477
- PM Peak Hour: Ln(T) = 0.901 Ln(X) + 0.527

Multi-Family Housing (LU 230):
- ADT: Ln(T) = 0.850 Ln(X) + 2.564
- AM Peak Hour: Ln(T) = 0.790 Ln(X) + 0.298
- PM Peak Hour: Ln(T) = 0.827 Ln(X) + 0.309

Warehouse (LU 150)):
- ADT: T = 4.96(X)
- AM Peak Hour: Ln(T) = 0.707 Ln(X) + 1.148
- PM Peak Hour: Ln(T) = 0.754 Ln(X) + 0.826

Shopping Center (LU 820):
- ADT: Ln(T) = 0.643 Ln(X) + 5.866
- AM Peak Hour: Ln(T) = 0.596 Ln(X) + 2.329
- PM Peak Hour: Ln(T) = 0.660 Ln(X) + 3.403

Professional Office Building (LU 750):
- ADT: T = 11.42 (X)
- AM Peak Hour: Ln(T) = 0.836 Ln(X) + 1.540
- PM Peak Hour: T = 1.50 (X)

Hotel (LU 310):
- ADT: T = 8.92 (X)
- AM Peak Hour: T = 0.670 (X)
- PM Peak Hour: Ln(T) = 1.150 Ln(X) - 1.255

Tables 1A, B and C summarizes the trip generation calculations.

TABLE 1
PROPOSED TRIP GENERATION @ BUILDOUT OF AREA

Land Use		ADT	AM Peak	PM Peak
Single Family (LU 210)*:	382 DU	3,557	9	359
Multi-Family (LU 230)*:	130 DU	814	63	76
Shopping Center (LU 820)	57,355 SF	4,768	115	435
Hotel (LU 310):	172 RM	1,534	115	106
Totals		**10,673**	**302**	**977**

***includes 370 SF and 130 MF DU's proposed for Renaissance Center**

TABLE 2
PREVIOUSLY APPROVED DANIELS INTERCHANGE MPD TRIP GENERATION

Land Use		ADT	AM Peak	PM Peak
Warehouse (LU 150):	300,000 AC	1488	178	168
Single Family (LU 210):	250 DU	2,408	9	245
Multi-Family (LU 230)	250 DU	1,418	106	131
Shopping Center (LU 820)	100,000 SF	6,817	160	628
Professional Office (LU 750):	100,000 SF	1,142	219	150
Hotel (LU 310):	200 RM	1,784	134	126
Totals		**15,057**	**806**	**1,449**

TABLE 3
2020 TAZ 640 ASSIGNED TRIP GENERATION

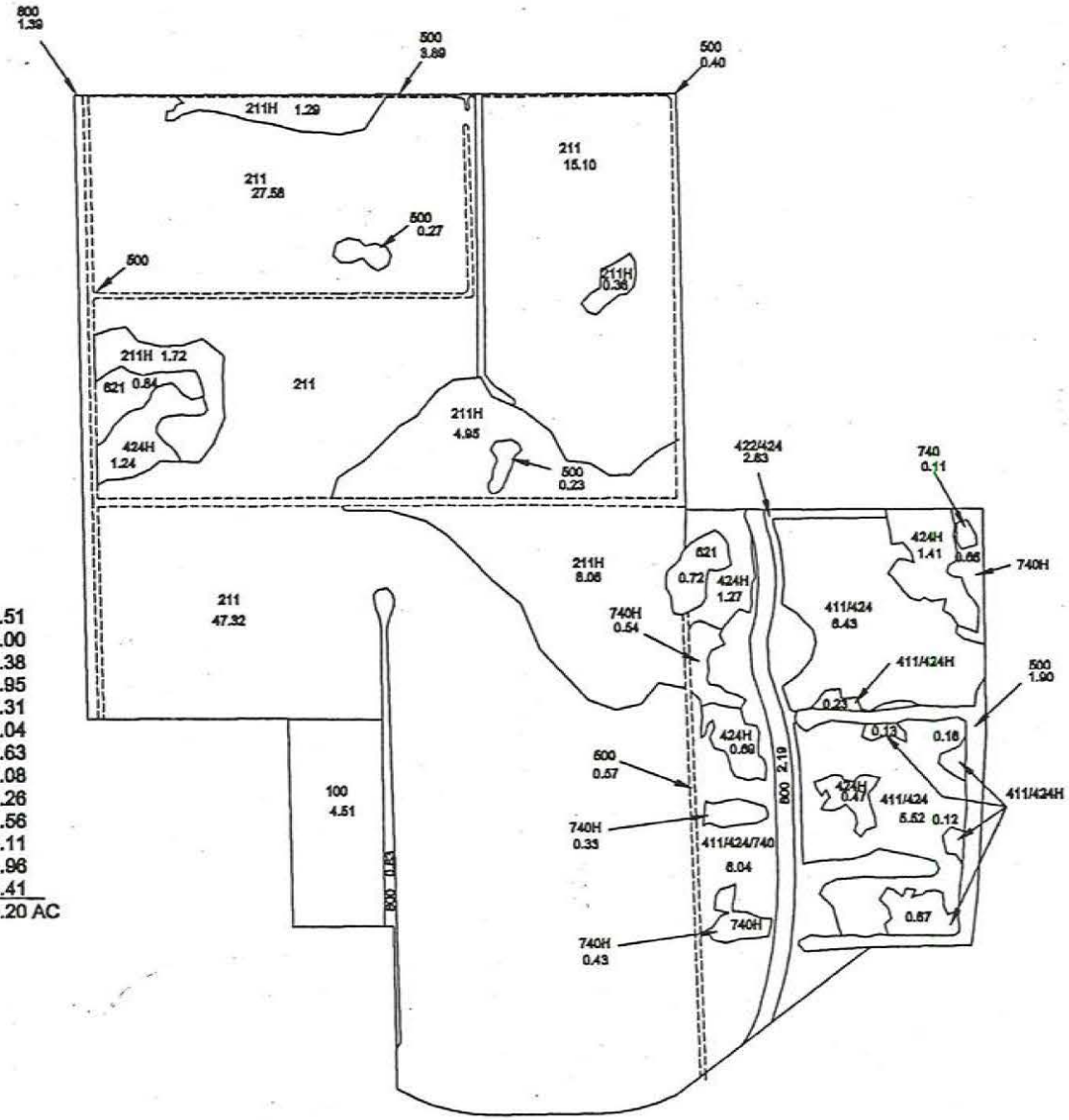
Land Use		ADT	AM Peak	PM Peak
Single Family (LU 210):	227 DU	2,204	9	225
Multi-Family (LU 230)	22 DU	180	15	18
Shopping Center (LU 820)	92,000 SF	6,461	152	594
Professional Office (LU 750):	835,750 SF	9,544	1293	1254
Hotel (LU 310):	225 RM	2,007	151	145
Totals		**20,396**	**1,621**	**2,235**

The above tables show that the land use changes proposed by this Comprehensive Plan change have a much lower trip generation potential than the currently approved Comprehensive

Plan land uses or the currently modeled 2020 Financially Feasible land uses.

The Renaissance project anticipates 500 residential units (370 SF and 130 MF). Table 1 shows the trip generation with the Renaissance project plus the existing land uses. Table 3 shows the trip generation of potential of TAZ 640 as provided in the ZDATA tables of the 2020 FSUTMS input data. The trip generation in the PM Peak Hour of TAZ 640 with the proposed Renaissance Comprehensive Plan, change is 45% of the trip generation using the 2020 ZDATA for TAZ 640. In addition, the trip generation of TAZ 640 with the proposed Renaissance Comprehensive Plan change is only 69% of the currently approved Daniels Interchange MPD.

Clearly, the proposed Renaissance Comprehensive Plan change has less of a traffic impact to the surrounding roadway network then either the land uses projected for the 2020 Financially Feasible Plan or the existing Daniels Interchange MPD and no further analysis or FSUTMS modeling will say otherwise.



FLUCCS COMMUNITIES

100	RESIDENTIAL (ABANDONED)	4.51
211	IMPROVED PASTURE	90.00
211H	IMPROVED PASTURE WETLANDS	16.38
411/424*	PINE - MELALEUCA WITH SCATTERED SAW PALMETTO	11.95
411/424H*	PINE - MELALEUCA WETLANDS	1.31
411/424/740	PINE - MELALEUCA - DISTURBED	6.04
422/424	B. PEPPER - MELALEUCA	2.63
424H	MELALEUCA WETLANDS	5.08
500	OTHER SURFACE WATER	7.26
621*	CYPRESS	1.56
740	DISTURBED	0.11
740H	DISTURBED WETLANDS	1.96
800	ROADS	4.41
		153.20 AC

*THESE COMMUNTIES ARE CONSIDERED INDIGENOUS

JOB #	20013
SCALE	1"=600'
FILE	LEEFLUCCS - 153
DRAWN BY	JDK
DATE	3-29-01

RENAISSANCE FUTURE LAND USE AMMENDMENT

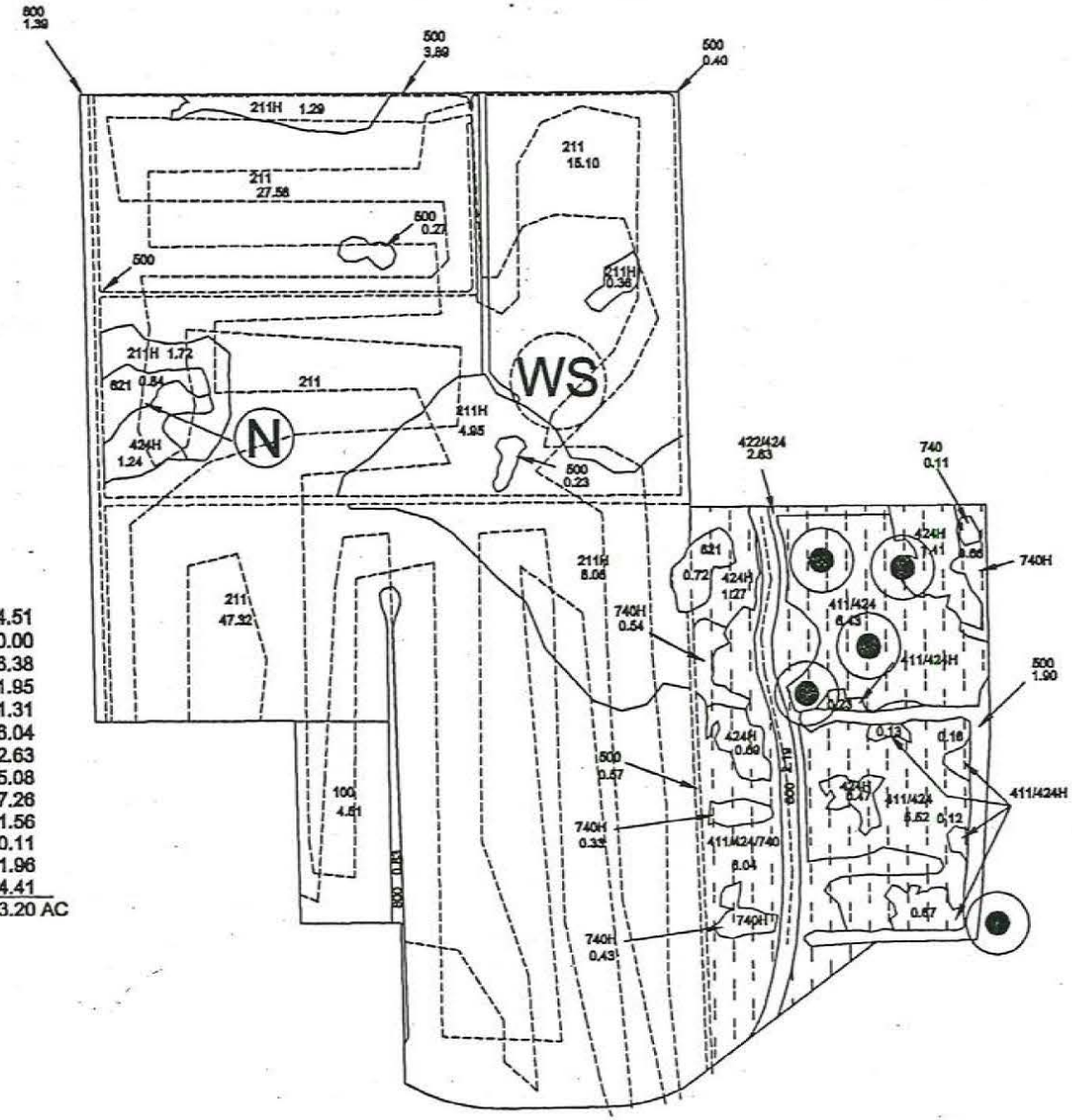
FLUCCS MAP

COUNTY	LEE
SEC	15 & 22
TWP	45S
RNG	25E
REVISIONS	

Boylan Environmental Consultants, Inc.

Wetland & Wildlife Surveys, Environmental Permitting, Impact Assessments

11000 Metro Parkway, Suite 4, Ft. Myers, 33912 (941)418-0671



FLUCCS COMMUNITIES

100	RESIDENTIAL (ABANDONED)	4.51
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211H	IMPROVED PASTURE WETLANDS	16.38
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621*	CYPRESS	1.56
740	DISTURBED	0.11
740H	DISTURBED WETLANDS	1.96
800	ROADS	4.41
		153.20 AC

*THESE COMMUNTIES ARE CONSIDERED INDIGENOUS

SPECIES SURVEY TRANSECTS

N — POTENTIAL BIG CYPRESS FOX SQUIRREL NEST, 1

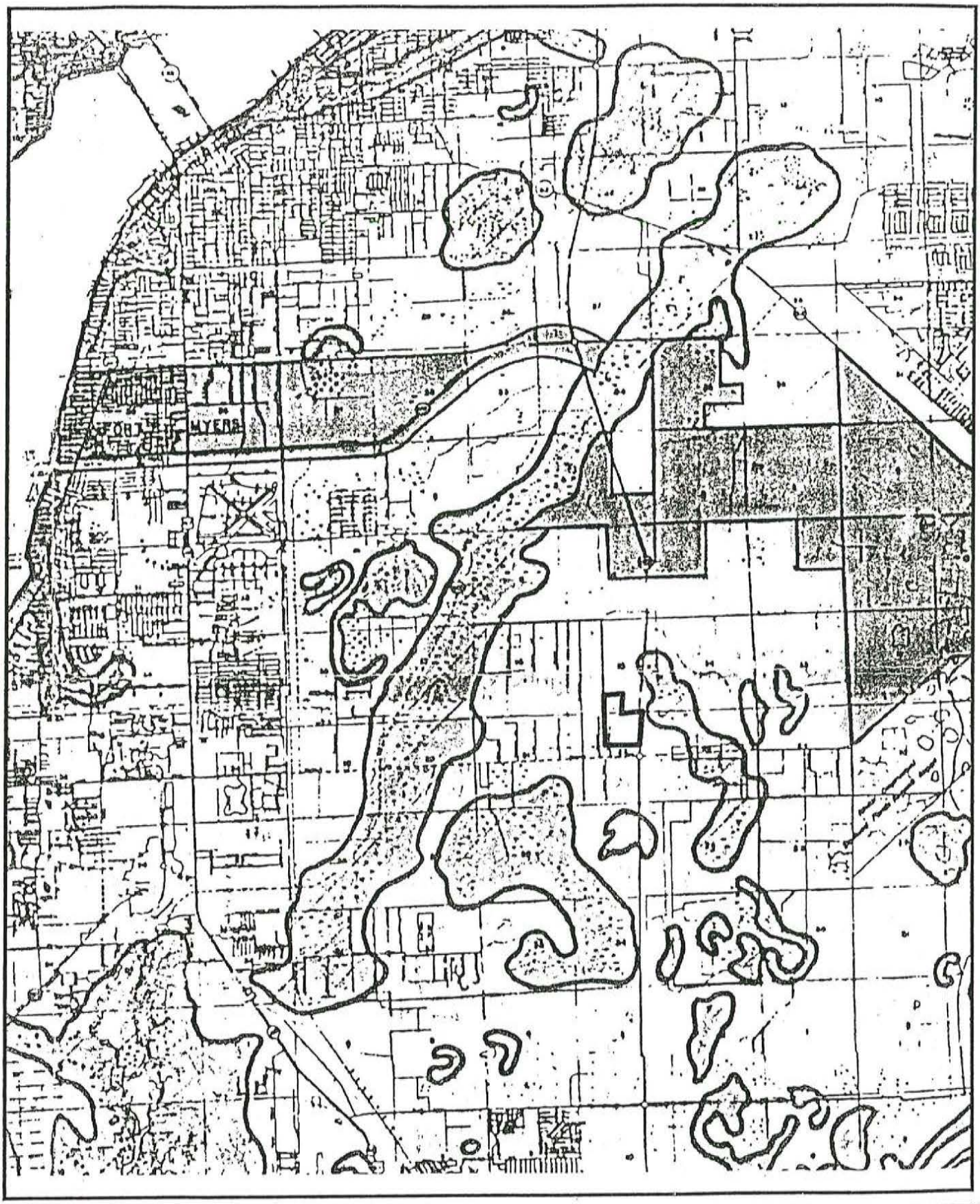
WS — WOOD STORKS FORAGING, 2

ABANDONED WOODPECKER CAVITY TREES (SLASH PINE), 5

JOB # 20013	
SCALE 1" =600'	RENAISSANCE FUTURE LAND USE AMMENDMENT
FILE LEEPSS - 153	SPECIES SURVEY MAP
DRAWN BY JDK	
DATE 3-29-01	

COUNTY	LEE
SEC	15 & 22
TWP	45S
RNG	25E
REVISIONS	

Boylan Environmental Consultants, Inc.
Wetland & Wildlife Surveys, Environmental Permitting, Impact Assessments
11000 Metro Parkway, Suite 4, Ft. Myers, 33912 (941)418-0671



V&D

VANASSE & DAYLOR, LLP

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Tel: 941-437-4601 Fax: 947-437-4636

3001 Tamiami Trail North, Suite 206
Naples, Florida 34103
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Renaissance
Archeological Sensitivity Map
Lee Plan Future Land Use Amendment

Sources: Lee County DCD

Date: 03/28/01

Map 3

ATTACHMENT "B-1"

RESPONSE TO PUBLIC FACILITIES IMPACTS

(TRANSPORTATION ELEMENT)

FOR

DANIELS INTERCHANGE MPD LAND USE MAP AMENDMENT

(Project No. 980912)

Prepared By:

SOUTHWEST TRANSPORTATION ENGINEERING, INC.
1342 Colonial Boulevard, Suite 30
Fort Myers, Florida 33907

September, 1998

INTRODUCTION

The Daniels Interchange MPD is located on the northwest quadrant of Daniels Parkway @ Interstate I-75, within Lee County, Florida. The overall project is approximately 155 acres in size and was previously a major component of the 400 +/- acre Danport DRI. That is, the Danport DRI was a joint-venture DRI which consisted of various property owners, and 155 acres of the DRI (now referred to as the Daniels Interchange MPD) had the vast majority of commercial retail, office and hotel uses located within it's boundaries.

Currently, the northern 68 +/- acres of the 155 +/- acre project is designated outlying suburban pursuant to the Lee County Comprehensive Plan, with the balance of the property in the general interchange category. The proposed Plan Amendment is to change the 68 +/- acres to general interchange. For the purpose of responding to the Transportation Element Question, the total project area (i.e. 155+/- acres) and it's anticipated land uses were used in relationship to the Traffic Circulation Element of the Lee County Comprehensive Plan.

As apart of Lee County's Long Range Transportation Needs Plan Program, TAZ 640 of the FSUTMS 2020 Travel Model was assigned to the property located between Palomino Lane and I-75 and contiguous to the north of Daniels Parkway. TAZ 640, which included the Danport DRI, currently reflects the following land uses which are expected to be constructed by the year 2020.

<u>Assigned Land Uses to TAZ 640 of the 2020 Travel Model</u>

Single-Family Dwelling Units	(250 Dwelling Units)
Retail Shopping Center	(92,000 Square Feet)
Professional Office	(835,750 Square Feet)
Hotel	(225 Rooms)

The above described land uses do not reflect the approved land uses of the Danport DRI. In other words, the land uses employed in the 2020 travel model do not reflect what was planned to be constructed within the Danport DRI.

Of the above described land uses, the following land uses were assigned to that portion of the Danport DRI within the limits of TAZ 640.

Land Uses of TAZ 640 which were allocated to the Danport DRI

Retail Shopping Center	(92,000 Square Feet)
Professional Office	(835,750 Square Feet)
Hotel	(225 Rooms)

And of those land uses which were specifically assigned to that portion of the Danport DRI within TAZ 640, the following land uses remain undeveloped.

Currently undeveloped Land Uses of the Danport DRI

Retail Shopping Center	(81,500 Square Feet)
Professional Office	(835,750 Square Feet)
Hotel	(138 Rooms)

As previously mentioned, the Daniels Interchange MPD contained the vast majority of the approved retail, office and hotel uses of the Danport DRI. Based on the land use allocations, it was estimated that 89.2 % of all traffic generated by the DRI would be from the land uses constructed within the boundaries of the 155 acre parcel. The Daniels Interchange MPD is now proposing to modify their land use schedule as follows.

Proposed Land Uses of the Daniels Interchange MPD

Single-Family Residential	(250 Dwelling Units)
Multi-Family Residential	(250 Dwelling Units)
Retail Shopping Center	(100,000 Square Feet)
Professional Office	(100,000 Square Feet)
Warehouse	(300,000 Square Feet)
Hotel	(200 Rooms)

The above described land uses are conceptual. These land uses are subject to change at the time of acquiring zoning approval. At that time, a detailed analysis of the project's traffic impacts will be provided pursuant to the Lee County Traffic Impact Statement Guidelines. The traffic statement will identify any on-site and off-site roadway improvements deemed necessary to accommodate the traffic demands associated with the project.

B. *PUBLIC FACILITIES IMPACTS*

1. *Provide a Traffic Circulation Analysis which includes:*

a. Roadways serving the site (indicate laneage, functional classification and right-of-way width), current LOS, and LOS standard;

The primary east/west arterial serving the site will be Daniels Parkway. This roadway is currently classified by the Lee County Comprehensive Plan as a six lane divided Group "A" Arterial. The road right-of-way within the area of the project is two hundred and fifty feet (250') in width. The level of service standard for Daniels Parkway has been established at LOS "E". Refer to Tables 2 & 3 and Figure 1 for current laneage, functional classification, current LOS and LOS service volumes.

The primary north/south arterial serving the site will be Interstate I-75. This roadway is apart of the Florida Interstate Highway System (FIHS). The level of service standard for I-75 has been established at LOS "C" by the Florida Department of Transportation. Refer to Tables 2 & 3 and Figure 1 for current laneage, functional classification, current LOS and LOS service volumes.

Table 3 and Figure 1 also detail the existing 1998 peak season traffic volumes for all links being analyzed inside the project's area of influence. These traffic volumes were determined based on the historical data contained in the 1989 thru 1997 Lee County Traffic Count Reports.

b. LOS; Standard; Current; and Projected 2020 LOS under existing designation; Projected 2020 LOS under proposed designation (calculate anticipated number of trips and distribution on the roadway network, and identify resulting changes to the projected LOS); Whether the proposed development impacts road links projected to be at or below the LOS Standard;

In order to calculate the future background traffic volumes for the expected project build-out year of 2005, an annual growth rate was determined for all links under study. The compound growth factors used were derived from the information contained in the 1989 thru 1997 Lee County Traffic Count Reports. Refer to Table 3 in the report's appendix.

A comparison of trips generated by the project based on approved land uses versus the proposed land uses was performed. More specifically, the potential traffic demands associated with the currently approved land uses were compared to the potential traffic demands of the proposed land uses. The trip generations were calculated based on the methodology provided by the Trip Generation Manual of the Institute of Transportation Engineers, Sixth Edition. Tables 1A and 1B provide a comparison of the anticipated traffic demands. As shown in Table 1A, the traffic generations associated with the Daniels Interchange MPD was determined to be 89.2 % of the vested traffic of the Danport DRI. That is, the currently approved land uses within the limits of the Daniels Interchange MPD would generate 1,668 vph during the PM peak hour. As shown in Table 1B, the proposed land uses of the project would generate 1,427 vph during the PM peak hour. As such, it can be concluded that the proposed Comp Plan Amendment will significantly reduce the anticipated traffic demands placed upon the surrounding roadways.

Based on the reasoning that the proposed Comp Plan Amendment will result in significantly less traffic demands placed upon the surrounding roadways, no additional analysis is warranted.

c. Anticipate improvements/expansions (including right-of-way acquisition, number of lanes, signalization, turn lanes, and/or re-designation of functional classification) needed as a result of the proposed amendment.

As determined, the proposed Comp Plan Amendment will result in significantly less traffic demands placed upon the surrounding roadways than those currently planned for the area. Therefore, no further analysis is warranted in response to the Transportation Element Question of the Comp Plan Amendment.

However, as the project applies for final development order permits, additional traffic impact analyses will be required pursuant to the Lee County Traffic Impact Statement Guidelines. At that time, site-related improvements, as well as, off-site mitigation requirements will be identified.

d. Planned improvements/expansions in the 5 year CIP, 6-10 year CIP and long range improvements.

There are no planned improvements for Daniels Parkway or Interstate I-75 within the area of the project in the 5 year CIP or 6-10 year CIP.

The extension of Daniels Parkway (from Chamberlin Parkway to State Road 82) is planned to be completed by the year 2001. In addition, the planned extension of Three Oaks Parkway (between Alico Road and Daniels Parkway) will also provide for north/south travel. Three Oaks Parkway extension is programmed to be constructed as a six-lane divided arterial by the year 2020. The initial construction will be a four-lane divided arterial which will be completed by the year 2003.

Lee County's long range plan includes the six-laning of Interstate I-75 with special ingress/egress collector lanes. At this time, FDOT has not established a construction schedule these improvements to I-75.

e. Evaluate consistency of impact on adopted MPO plans and FDOT's 5-year Transportation Plan.

Because the proposed project is not required to mitigate any existing or future background transportation deficiencies, this amendment does not require any roadway improvements and/or the reclassification of existing roadways to support the project. Furthermore, the proposed amendment is consistent with the adopted MPO plans and FDOT's 5-year Transportation Plan.

f. Based on a-e are revisions to the Traffic Circulation and/or Capital Improvements Element necessary/included in the application.

Based on the findings described in a-e, there are no revisions to the Traffic Circulation and/or Capital Improvements Element necessary/included in the application.

TABLE 1A

VESTED 2020 TRAFFIC OF THE DANPORT DRI & DANIELS INTERCHANGE MPD

Assigned Land Uses to TAZ 640 of the 2020 Travel Model

Single-Family Dwelling Units	(250 Dwelling Units)
Retail Shopping Center	(92,000 Square Feet)
Professional Office	(835,750 Square Feet)
Hotel	(225 Rooms)

Land Uses of TAZ 640 which were allocated to the Danport DRI

Retail Shopping Center	(92,000 Square Feet)
Professional Office	(835,750 Square Feet)
Hotel	(225 Rooms)

Currently undeveloped Land Uses of the Danport DRI

Retail Shopping Center	(81,500 Square Feet)
Professional Office	(835,750 Square Feet)
Hotel	(138 Rooms)

Description	Result	Trip Generation Manual
Retail Shopping Center (81,500 s.f.)		(LUC 820)
Daily Trips	5,976 ADT	Ln(T) = 0.643 Ln(X) + 5.866
PM Total:	549 vph	Ln(T) = 0.660 Ln(X) + 3.403
Professional Office (835,750 s.f.)		(LUC 750)
Daily Trips	9,544 ADT	T = 11.42(X)
PM Total:	1,254 vph	T = 1.5(X)
Hotel (138 Rooms)		(LUC 310)
Daily Trips	1,136 ADT	T = 8.23(X)
PM Total	67 vph	Ln(T) = 1.212 Ln(X) - 1.763

Total vested traffic of the undeveloped areas of the Danport DRI

Daily Trips	16,656 ADT
PM Total	1,870 vph

Total vested traffic of the Daniels Interchange M.P.D.
(i.e. 89.2% Danport DRI vested traffic)

Daily Trips	14,857 ADT
PM Total	1,668 vph

TABLE 1B
DANIELS INTERCHANGE M.P.D.
Trip Generation

Single-Family Residential	(250 Dwelling Units)
Multi-Family Residential	(250 Dwelling Units)
Retail Shopping Center	(100,000 Square Feet)
Professional Office	(100,000 Square Feet)
Warehouse	(300,000 Square Feet)
Hotel	(200 Rooms)

Description	Result	Trip Generation Manual
Single Family		(LUC 210)
Daily Trips	2,408 ADT	Ln(T) = 0.920 Ln(X) + 2.707
PM Total:	245 vph	Ln(T) = 0.901 Ln(X) + 0.527
Multi-Family Attached		(LUC 230)
Daily Trips	1,418 ADT	Ln(T) = 0.850 Ln(X) + 2.564
PM Total:	131 vph	Ln(T) = 0.827 Ln(X) + 0.309
Retail Shopping Center		(LUC 820)
Daily Trips	6,817 ADT	Ln(T) = 0.643 Ln(X) + 5.866
PM Total:	628 vph	Ln(T) = 0.650 Ln(X) + 3.403
Professional Office		(LUC 750)
Daily Trips	1,142 ADT	T = 11.42(X)
PM Total:	150 vph	T = 1.5(X)
Warehouse		(LUC 150)
Daily Trips	1,488 ADT	T = 4.96(X)
AM Total:	168 vph	Ln(T) = 0.754 Ln(X) + 0.826
Hotel		(LUC 310)
Daily Trips	1,646 ADT	T = 8.23(X)
PM Total	105 vph	Ln(T) = 1.212 Ln(X) - 1.763

Total Project Traffic

Daily Trips	14,919 ADT
PM Total	1,427 vph

TABLE 2

LEVEL OF SERVICE VOLUMES

ROADWAY	SEGMENT	ROADWAY CLASS	LOS A VOLUME	LOS B VOLUME	LOS C VOLUME	LOS D VOLUME	LOS E VOLUME
Daniels Pkwy	E. of Six Mile Pkwy	6LD AA	4680	4930	5090	5360	5640
	W. of I-75	6LD AA	4680	4930	5090	5360	5640
	E. of Treeline Ave	6LD AA	4680	4930	5090	5360	5640
I-75	S. of Daniels Pkwy	4LD F	3340	3570	4998	6128	6690
	S. of Palm Beach Blvd	4LD F	3340	3570	4998	6128	6690

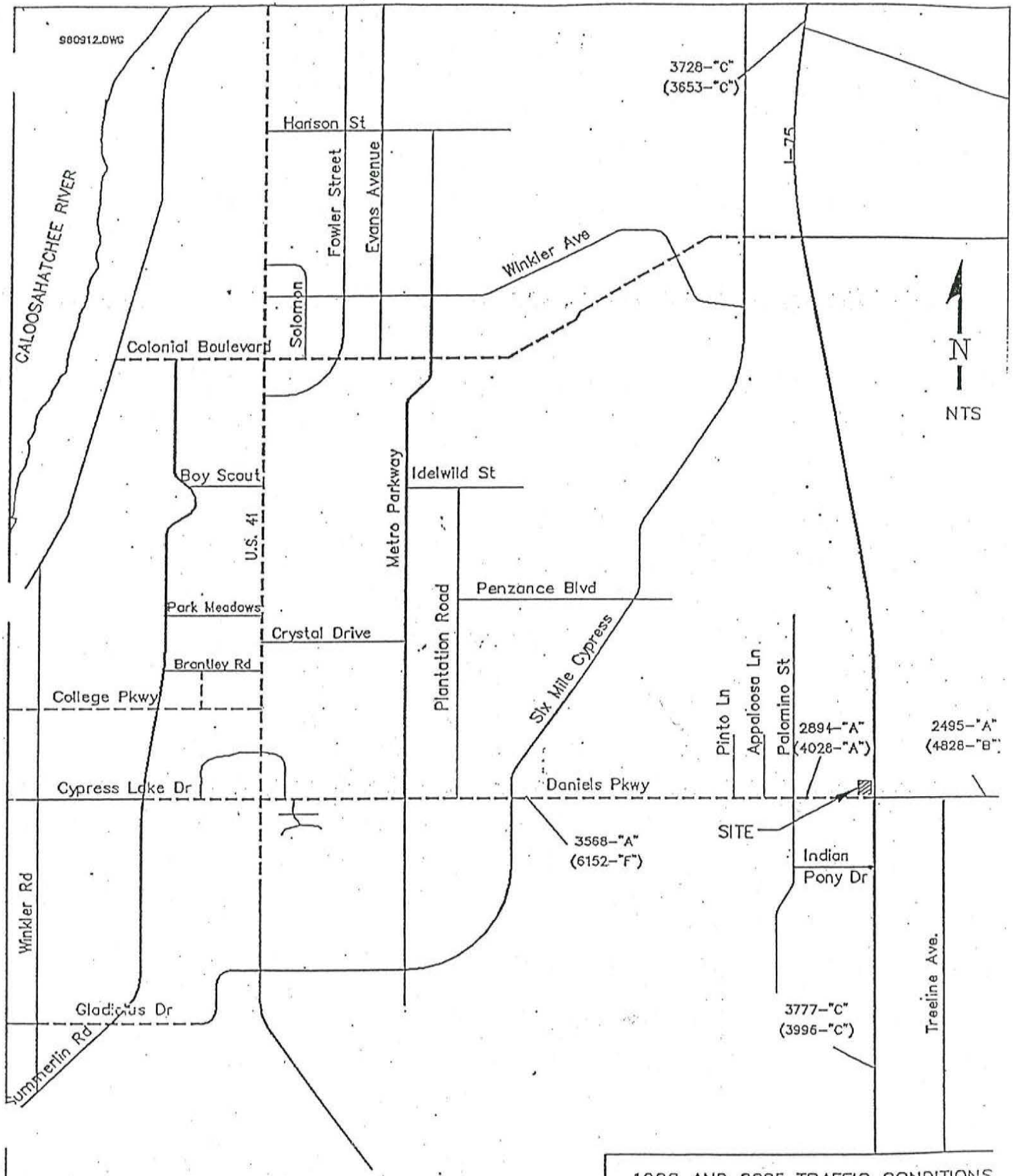
TABLE 3

LEE COUNTY TRAFFIC COUNTS AND CALCULATIONS

FILE: 96COUNTS 7% Truck Adjustment = 0.934

P. C. S.		P. C. S.		P. C. S.	
PCS NO. 1	1.08	PCS NO. 10	1.07	PCS NO. 30	1.13
PCS NO. 2	1.07	PCS NO. 11	1.07	PCS NO. 31	1.13
PCS NO. 3	1.21	PCS NO. 12	1.21	PCS NO. 32	1.24
PCS NO. 4	1.09	PCS NO. 13	1.07	PCS NO. 33	1.33
PCS NO. 5	1.08	PCS NO. 14	1.00	PCS NO. 34	1.07

ROADWAY	SEGMENT	PCS	BASE YR ADT	1997 ADT	YRS OF GROWTH	ANNUAL RATE	1998 PK HR PK SEASON	2005 PK HR PK SEASON
Daniels Pkwy	E. of Six Mile Pkwy	31	26500	39100	5	8.09%	3568	6152
	W. of I-75	31	23500	32700	7	4.83%	2894	4028
	E. of Treeline Ave	32	16800	24500	4	9.89%	2495	4828
I-75	S. of Daniels Pkwy	4	44900	46000	3	0.81%	3777	3996
	S. of Palm Beach Blvd	4	46300	45900	3	-0.29%	3728	3653



LEGEND

000-"C" 1998 PEAK SEASON PEAK HR./LEVEL OF SERVICE
(000-"C") 2005 TRAFFIC CONDITIONS/LEVEL OF SERVICE

1998 AND 2005 TRAFFIC CONDITIONS

DANIELS INTERCHANGE MPD
LAND USE MAP AMENDMENT

980912

THE ZDATA1 COMPARISON OF 1990, 2010, AND 2020

TAZ	1990 SF DU	2010 SF DU	2020 SF DU	1990 MF DU	2010 MF DU	2020 MF DU	1990 HOTEL/MOTEL UNITS	2010 HOTEL/MOTEL UNITS	2020 HOTEL/MOTEL UNITS
618	0	0	0	0	0	0	0	0	0
619	118	9	9	1127	1313	1318	0	0	0
620	316	431	435	226	312	333	0	0	0
621	28	537	625	7	133	175	0	0	0
622	201	368	368	337	450	466	0	0	0
623	0	0	0	0	0	0	0	0	0
624	0	0	0	0	0	0	0	0	0
625	1	0	0	19	32	32	146	146	146
626	32	2449	3485	0	368	3277	0	0	0
627	27	2	2	274	341	370	12	12	12
628	684	758	758	53	0	0	0	125	125
629	132	130	132	152	194	204	23	23	104
630	208	230	235	96	115	123	0	0	0
631	206	229	229	17	0	0	224	224	224
632	5	152	257	0	36	64	0	0	0
633	195	213	218	447	558	604	0	0	0
634	155	236	245	12	0	0	0	0	0
635	132	78	79	784	925	987	153	153	153
636	29	14	13	3	2	1	0	0	0
637	15	145	163	5	329	382	0	0	0
638	281	626	683	727	1795	1818	0	0	0
639	4	0	0	201	251	263	0	0	0
640	15	198	227	1	22	22	0	225	225
641	1	12	32	0	1	5	0	0	0
642	0	0	0	0	0	0	0	0	0
643	13	30	63	6	26	85	0	0	0
644	12	102	165	2	28	50	0	0	0
645	4	23	57	0	12	50	0	0	0
646	500	560	569	118	132	147	0	0	0
647	41	563	637	68	370	420	0	0	0
648	252	280	285	43	71	81	0	0	0
649	25	262	303	1	55	73	0	0	0
650	771	1261	1327	372	882	970	0	0	0
651	119	1031	1160	13	253	293	0	0	0
652	396	434	442	7	0	0	0	0	0
653	15	0	0	3	0	0	0	0	0
654	240	238	238	453	477	477	0	0	0
655	104	175	184	6	0	0	0	0	0

DATA COMPARISON OF 1990, 2010, AND 2020

	2 1	.0X	5 0	.0 C	0 K	1 5 X	2 .1 J	2 0_0	.9.0 Tota	01v Total	2020 Total	990 Schoo	2010 School	020 Schoo
	Industria	Industria	ommercial	Commercial	ommercia	Service	Service	Service	Employme	Employm	Employment	Enrollment	Enrollment	Enrollment
2	12	14	97	88	90	131	144	143	230	244	247	0	0	0
0	10	12	395	442	468	52	221	257	447	673	737	0	0	0
83	49	44	67	414	487	48	494	591	208	957	1122	0	0	0
0	0	0	0	440	530	0	321	392	0	761	922	0	0	0
25	13	12	82	52	49	67	359	421	174	424	482	0	0	0
5	8	8	82	61	60	8	26	29	95	95	97	0	0	0
19	19	19	195	166	168	84	102	104	298	287	291	0	0	0
72	60	60	73	121	132	173	172	168	318	353	360	0	0	0
0	1432	1702	0	489	720	62	398	476	62	2319	2898	0	1000	1000
2	5	5	27	24	25	9	20	22	38	49	52	0	0	0
56	30	26	11	7	7	12	10	9	79	47	42	0	0	0
8	11	11	58	49	50	12	34	37	78	94	98	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
49	26	23	280	252	259	76	137	148	405	415	430	0	0	0
0	0	0	0	10	11	0	16	20	0	26	31	0	0	0
4	3	3	0	0	0	0	0	0	4	3	3	0	0	0
1	4	4	0	0	0	0	0	0	1	4	4	0	0	0
2	10	12	208	174	175	22	53	58	232	237	245	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
33	19	17	0	239	303	7	228	299	40	486	619	0	1100	1220
28	15	13	543	455	461	132	579	675	703	1049	1149	0	0	0
0	0	0	0	181	230	0	1820	2407	0	2001	2637	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0	153	182	82	69	70	91	131	137	173	353	389	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	11	85	94	0	0	0	11	85	94	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15	13	13	4	4	4	1	13	16	20	30	33	0	0	0
0	14	17	1	36	43	0	103	120	1	153	180	0	0	0
0	0	0	0	0	0	0	3	3	0	3	3	0	0	0
734	477	450	345	434	467	190	470	527	1269	1381	1444	0	0	0
12	9	8	9	11	11	30	223	253	51	243	272	0	2000	2000
15	13	13	0	50	60	1	18	21	16	81	94	0	0	0
0	3	3	0	0	0	0	0	0	0	3	3	0	0	0
24	13	11	426	321	318	282	370	382	732	704	711	0	0	0
125	66	59	678	649	672	205	256	261	1008	971	992	0	0	0
0	0	0	0	0	0	4	5	6	4	5	6	0	0	0
1	1	1	48	200	233	4	394	480	53	595	714	0	0	0
0	0	0	0	8	9	0	2	3	0	10	12	0	0	0
19	10	9	189	1451	1715	723	780	773	931	2241	2497	318	318	418
0	0	0	0	120	145	0	0	0	0	120	145	0	0	0
12	80	94	35	260	307	89	160	173	136	500	574	0	0	0
9	8	8	0	0	0	1	6	7	10	14	15	0	0	0
36	19	17	1134	1427	1535	709	1184	1269	1879	2630	2821	0	0	0
8	95	113	0	55	65	11	743	860	19	893	1038	0	0	0
17	18	18	63	712	847	69	525	624	149	1255	1489	0	0	0
1	1	1	439	726	802	286	273	262	726	1000	1065	0	0	0
0	138	164	0	98	145	0	26	32	0	262	341	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6	17	19	0	35	41	12	68	77	18	120	137	0	0	0
0	67	80	0	166	199	1	292	339	1	527	618	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	58	64	0	16	20	0	74	84	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	22	24	0	18	22	0	40	46	0	0	0
0	0	0	0	22	25	0	7	8	0	29	33	0	0	0
0	508	604	0	355	522	0	1640	2031	0	2503	3157	0	0	0
0	7	9	0	0	0	1809	1991	1981	1809	1998	1990	0	0	0
9	25	29	286	293	306	451	802	819	746	1120	1154	2314	2614	2614
0	0	0	0	0	0	0	0	1	0	0	1	0	0	0
0	0	0	51	40	40	848	1398	1455	899	1438	1495	0	0	0
140	74	66	0	165	199	0	549	671	140	788	936	0	0	0
26	121	140	14	2776	3336	322	2348	2787	362	5245	6263	0	0	0
47	25	22	14	50	58	512	2102	2440	573	2177	2520	0	0	0
0	42	51	28	616	777	27	304	393	55	964	1221	0	1500	1500
0	0	0	0	13	15	0	4	5	0	17	20	0	0	0
2	6	7	1174	1308	1385	281	2467	2943	1457	3781	4335	0	2400	2400
539	608	636	621	913	999	253	1149	1340	1413	2670	2975	0	0	0
0	0	0	0	38	42	0	11	14	0	49	56	0	0	0
1	1	1	32	23	23	48	173	202	81	197	226	0	1500	1625
0	0	0	0	42	47	0	12	15	0	54	62	0	0	0
0	0	0	530	541	573	0	389	515	530	930	1088	0	0	0
0	0	0	0	47	53	0	13	16	0	60	69	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4	2	2	0	0	0	0	28	34	4	30	36	0	0	0

TYPICAL EMPLOYMENT CONVERSION FACTORS

(October, 1991)

Land Use	Employees/ 1,000 Sq. Ft.[1]	Source[2]
Industrial		
Industrial	1.89	DCA
General Light Industrial	2.16	ITE, p. 82
Industrial Park	2.00	ITE, p. 125
Warehousing	1.28	ITE, p. 183
Office		
General Office, Below 100,000	3.39 4.80	ITE, p. 940 DCA
General Office, 100,000-200,000	3.84 4.40	ITE, p. 940 DCA
General Office, 201,000-500,000	3.22 3.50	ITE, p. 940 DCA
General Office, Above 500,000	2.88 3.50	ITE, p. 940 DCA
General Office, Average	3.29 4.00	ITE, p. 940 DCA
Medical-Dental Office Building	4.83	ITE, p. 975
Office Park	3.59	ITE, p. 1036
Research and Development Center	2.47	ITE, p. 1058
Retail/Commercial		
Retail/Commercial	2.50	DCA

Land Use	Employees/ 1,000 Sq. Ft.[1]	Source[2]
* Specialty Retail Center	1.82	ITE, p. 1126
Discount Store	1.53	ITE, p. 1135
Quality Restaurant	7.46	ITE, p. 1248
High-Turnover Restaurant	9.92	ITE, p. 1267
Fast-Food Restaurant (with Drive-Thru)	10.90	ITE, p. 1305
Walk-In Bank	2.10 (Estimate)	ITE, p. 1468
Drive-In Bank	3.82 (Estimate)	ITE, p. 1487
Hotel/Motel		
Hotel	0.90/room	ITE, p. 518
Business Hotel	0.80/room	ITE, p. 539
Motel	0.44/room	ITE, p. 549
* Resort Hotel	0.60/room	ITE, p. 568

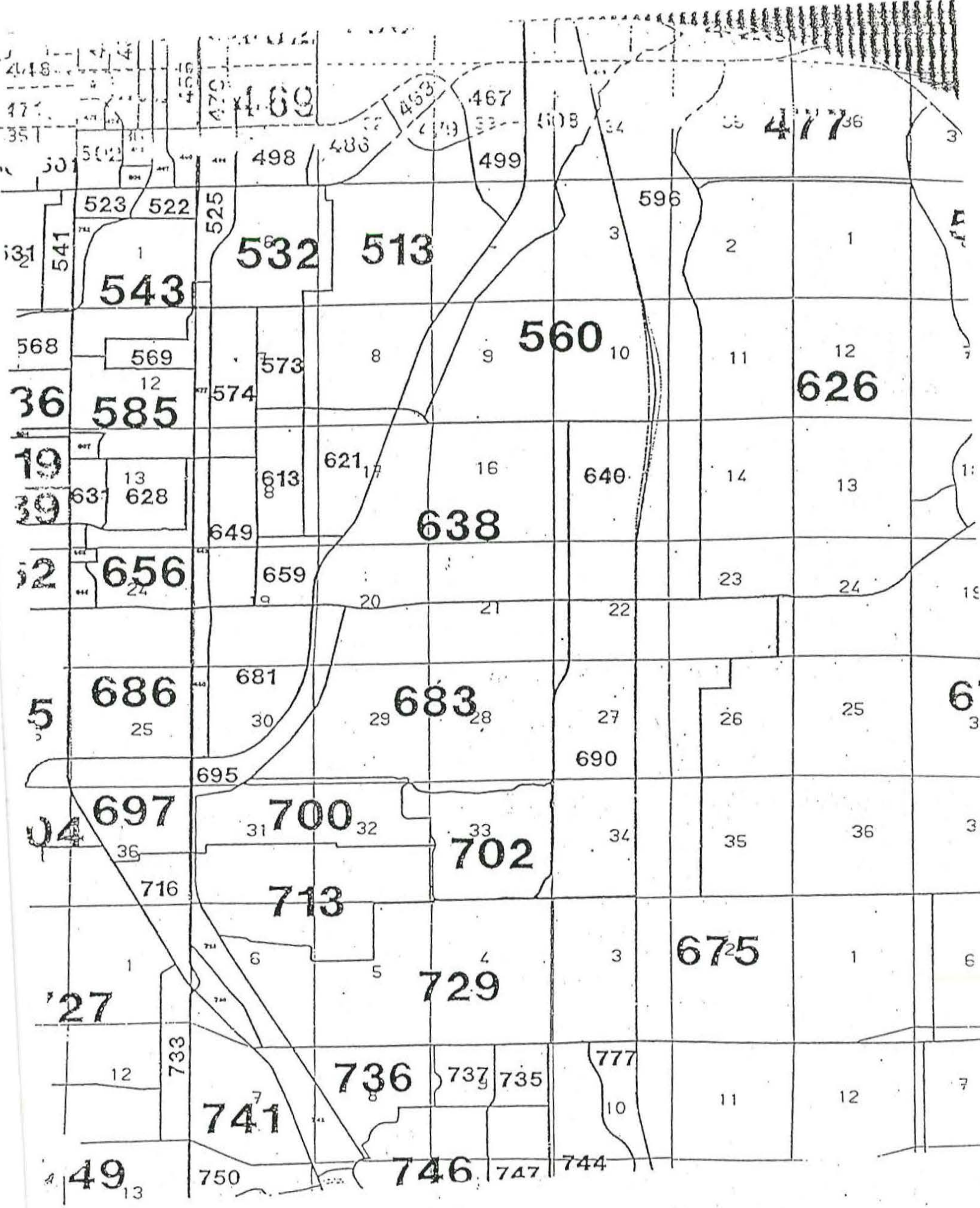
Footnotes:

1) Employees per 1,000 square feet Gross Floor Area (GFA), except as otherwise noted.

2) SOURCE: ITE - Institute of Transportation Engineers. Trip Generation, Fifth Edition.

ITE4 - Institute of Transportation Engineers. Trip Generation, Fourth Edition.

DCA - Florida Department of Community Affairs. Draft report titled Housi Demand, Supply and Need Methodology (April 24, 1991), Appendix A.



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2465 Highland Ave.
Ft. Myers Fl. 33916

Florida Recycling Services, Inc.

September 12, 2000

Dear Mr. Hutchcraft

This letter concerns the 150-acre parcel at the northwest quadrant of the intersection of I- 75 and Daniels Parkway. Effective 10-01-2000 this area will be serviced by Florida Recycling Services for solid waste collection. FRS sends combustible wastes to the County's Waste to Energy Facility and non- combustible waste to the Gulf Coast Land fill. There will be no impact on FRS and we will be able and have the ability to provide the service that will be needed. If you have any questions please fill free to call me at 407-332-8500.

Sincerely,

Rodgers Wilkinson

Rodgers Wilkinson
Area Manager.

Recycle to benefit the enviroment

B.3

THE SCHOOL DISTRICT OF LEE COUNTY

2055 CENTRAL AVENUE • FORT MYERS, FLORIDA 33901-3988 • (941) 334-1102 • FAX (941) 337-8378

PATRICIA ANN RILEY
CHAIRMAN • DISTRICT 3

KATHERINE BOREN
VICE CHAIRMAN • DISTRICT 4

TERRI K. WAMPLER
DISTRICT 1

LANNY MOORE, SR.
DISTRICT 2

LISA POCKRUS
DISTRICT 5

BRUCE HARTER, PH.D.
SUPERINTENDENT

KEITH B. MARTIN
BOARD ATTORNEY

September 7, 2000

Mr. Mitch Hutchcraft, AICP
Executive Vice President
Vanasse & Daylor, LLP
12730 New Brittany Boulevard, Suite 600
Fort Myers, FL 33907

Re: Request for Determination of Adequacy
Proposed Lee Plan Amendment, Daniels Interchange

Dear Mr. Hutchcraft:

This letter is in response to your request for a determination of adequacy from the Lee County School District on a plan amendment submitted to Lee County. The existing property could contain up to 500 residential dwelling units. This would generate approximately 155 public school students, based on an estimated student generation rate of .31 per dwelling unit for South Lee County, creating a need for up to 7 new classrooms in the District. According to the FY 00-01 District budget, expenditures per Full Time Equivalent (FTE) student are $5,907.00, creating a financial impact of up to $915,585.00 to the District.

The proposed amendment would decrease the units by 26 for a total of 474 residential dwelling units, generating approximately 147 public school students, the need for six additional classrooms in the District, and a financial impact of up to $868,329.00. Thus, the proposed plan amendment would reduce the potential impact by 8 students and one classroom in comparison with the existing land use category now assigned the property. The net difference would lower the potential financial impact to the District by $47,256.00 but would nevertheless create impacts to the District and its resources.

If you have any further questions or comments, please give me a call.

Sincerely,

Stephanie Keyes

Stephanie Keyes, Facilities Planner
Facilities Management and Capital Projects

cc: Frederick Gutknecht, Director, Facilities Management and Capital Projects

Daniels9-7-00.doc

SOUTH TRAIL
FIRE PROTECTION & RESCUE
SERVICE DISTRICT

5531 Halifax Avenue
Fort Myers, Florida 33912

Business 433-0080
FAX 433-1941

Emergency 911
Prevention 482-8030
FAX 433-2185

September 6, 2000

Mitch Hutchcraft, RLA, AICP
Vanasse & Daylor, LLP
12730 New Brittany Blvd., Suite 600
Fort Myers, FL 33907

Re: Comprehensive Plan Amendment, Daniels Interchange

Dear Mr. Hutchcraft:

This is in response to your September 6th letter requesting our District's input into the proposed comprehensive plan amendment for the northwest quadrant of the I-75/Daniels Parkway interchange. From your correspondence, you have indicated a less intensive land use with fewer residential units, minimal commercial use and no industrial use.

Based upon the information provided there should be no additional impact upon our resources other than that which is contemplated through the capital development mitigation required by the Lee County Fire/EMS Impact Fee Ordinance. As you are aware, the site is currently served by a fire substation, (with ALS service), located directed across the street on Daniels Parkway. The South Trail Fire District is also in the process of planning for construction, a new substation, to be built approximately three miles East of your project within the Gateway community.

Should you have any questions with regards to this response, please do not hesitate to contact my office.

Respectfully,

Clifford H. Paxson

Clifford H. Paxson
Chief

B.3

LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: 335-1604

John E. Manning
District One

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing Examiner

September 12, 2000

Mitch Hutchcraft, ASLA, AICP
Vanasse & Daylor, LLP
8270 College Parkway, Suite 205
Fort Myers, Florida 33919

Re: Comprehensive Plan Amendment for Daniels Interchange

Dear Mr. Hutchcraft:

Thank you for sending me information regarding the Comprehensive Plan Amendment for Daniels Interchange. When completed, Lee County EMS will provide emergency care to the residents and visitors of this area.

If the amendment is successful, the proposed build out population of 500 residential units, with two residence per dwelling based on the factor of 126 calls per 1,000 population, the estimated annual EMS impact is 126 calls. The impact of this amendment would not affect the levels of service provided by Lee County Emergency Medical Service.

If you would like to discuss this further, please call me at the above referenced number.

Respectfully submitted,

DIVISION OF PUBLIC SAFETY

H.C. "Chris" Hansen
EMS Program Manager

Office of the Sheriff
Rodney Shoap

County of Lee
State of Florida

May 22, 2001

Vanasse & Daylor, LLP
Daniel DeLisi
12730 New Brittany Boulevard Suite 600
Fort Myers, Florida 33907

RE: Renaissance Comp. Amendment
V&D Project # 80306

Dear Mr. DeLisi:

Due to severe budget constraints coupled with the growth of the county, my office operates at full capacity. It is policy of the Lee County Sheriff's Office to support community growth and we will do everything possible to accommodate the law enforcement needs.

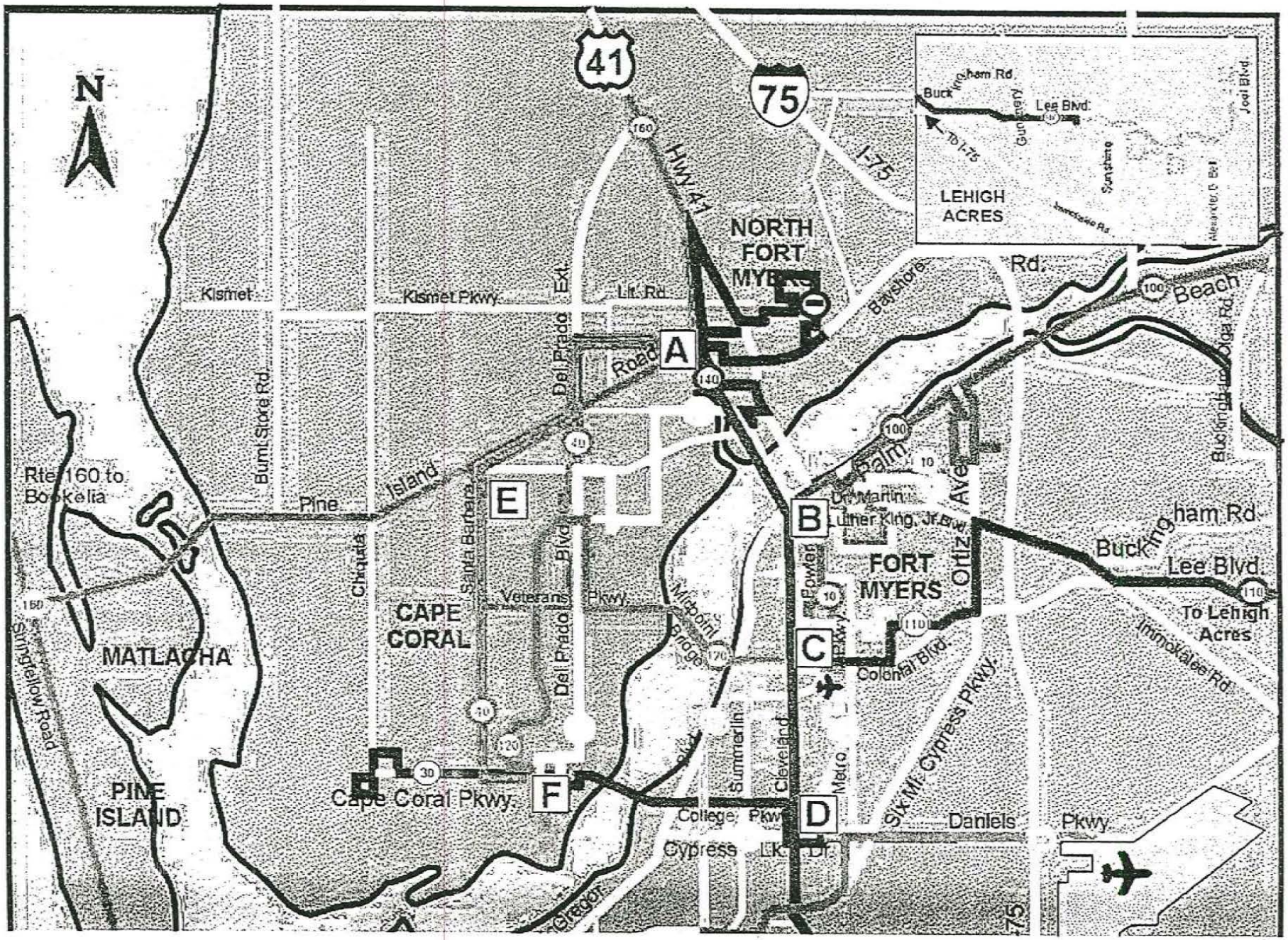
We anticipate that we will receive the reasonable and necessary funding to support growth in demand. We therefore believe that the Lee County Sheriff's Office will be able to serve your project as it builds out.

Sincerely,

Captain Daniel Johnson
Planning and Research

Copy: Paul O'Connor Director-Division of Planning
Lee County
File

14750 Six Mile Cypress Parkway • Fort Myers, Florida 33912-4406 • (941) 477-1000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C
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To Lehigh
Acres
Immokalee Rd.
MATLACHA
Stringfellow Road
PINE
ISLAND
Cape Coral Pkwy.
F
Summerlin
Cleveland
Metro
College Pkwy.
D
Six Mi. Cypress Pkwy.
Daniels
Pkwy.
Cypress Lk. Dr.
Gregor
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VANASSE & DAYLOR, LLP
Planners • Landscape Architects • Civil Engineers • Environmental Scientists
V&D
FL Lic #366

Renaissance South
CPA2000-03

Future Land Use Map Amendment

Prepared by:
Vanasse & Daylor, LLP
Project # 80306

Submitted:
May 25, 2001

12730 New Brittany Boulevard, Suite 600, Fort Myers, FL 33907 • Website: www.vanday.com
Telephone: 941-437-4601 • Fax: 941-437-4636 • Email: admin@vanday.com

V&D

Renaissance Lee Plan Future Land Use Amendment
CPA 2000-03

CPA 2000-00003

Table of Contents

RECEIVED
MAY 25 2001
PERMIT COUNTER

1. 2nd Sufficiency Response Letter
2. Parcel Deeds
3. Application Form
4. 30 Copies of the FLUM
5. Parcel Key Map
6. Letter from Lee County Sheriff's Office
7. Wetlands Jurisdictional Lines and FLUCCS Map
8. Revised Boundary Sketch and Legal Description

2000-00003

VANASSE & DAYLOR, LLP
Planners • Landscape Architects • Civil Engineers • Environmental Scientists
V&D
FL Lic #366

May 21, 2001

Mr. Matthew A. Noble
Principal Planner
Department of Community Development
Division of Planning
P.O. Box 398
Ft. Myers, FL 33902-0398

RECEIVED
MAY 25 2001
PERMIT COUNTER

Re: CPA 2000-03, Lee Plan Future Land Use Amendment

Dear Mr. Matt:

In response to your letter dated April 27, 2001 concerning the Lee Plan Future Land Use Amendment, I am pleased to submit the following information. (For your convenience, I have copied and accented the staff's comments and then provided the applicant's response in the regular font):

Division of Planning
Sufficiency Checklist for Planned Developments

1. **Please identify which parcel or parcels are within the General Interchange category. Please identify all the STRAP numbers and owners. Also please provide the deeds for the referenced parcel.**

Worthington of Renaissance is the property owner for both of the parcels within the General interchange Land Use category. The STRAP numbers for the two parcels are: 22-45-25-00-00002.1030 and 22-45-25-01-0000B.0020. Enclosed, please find the deeds for both parcels.

The application has not taken into account the presence of the Wetlands land use category on the property. Is it the intent for the areas currently designated Wetlands to remain in the Wetlands category, or does this request propose to change them to Outlying Suburban? How will this affect the proposed 2020 allocation figures?

Most of the FLUM designated Wetland area within this parcel is non-functioning wetland. This project is working with the South Florida Water Management District to recreate the flow ways through the site and greatly enhance the regional water management system. Some of the non-viable wetlands will be impacted by development, and these areas will change from Wetland to Outlying Suburban. The other areas of Wetland and the wetland areas that are created can remain in the Wetland category.

do we have a map of these?

2000-00003

12730 New Brittany Boulevard, Suite 600, Fort Myers, FL 33907 • Website: www.vanday.com
Telephone: 941-437-4601 • Fax: 941-437-4636 • Email: admin@vanday.com

The application should indicate how many acres of Mixed Use Interchange, General Interchange and Wetlands exist on the property.

We have revised the application to show the acrages of General Interchange, Mixed Use Interchange and Wetlands on site. There is 1.95+/- acres of General Interchange, 129.04+/- acres of Mixed Use Interchange, and 22.15 +/- acres of Wetlands.

A1. Staff would prefer to retain the Mixed-Use Interchange Category. Please revise the application to retain Policy 1.3.6. Also Table 1(b) has not taken into account any changes in the number of acres within the General Interchange category.

As per our meeting on May 16, you and Paul mentioned that you no longer planned to retain the Mixed Use Interchange Land Use Category. We have revised Table 1(b) to account for acres within the General Interchange category.

Table 1(b) – Planning Community Year 2020 Allocations:

Future Land Use Category	Existing Allocations	Proposed Allocations	Change
Outlying Suburban	~~940~~	1,008	+68
General Interchange	2	2	-
Mixed Use Interchange	~~68~~	0	-68
Rural	1,255	1,255	-
Wetlands	7	7	-
Residential Sub Total	2,273	2,273	-
Commercial	398	398	-
Industrial	10	10	-
Public	1,854	1,854	-
Active Ag	254	254	-
Passive Ag	958	958	-
Conservation	1,913	1,913	-
Vacant	427	427	-
Total	8,088	8,088	-

The 68 acres currently allocated to the Mixed Use Interchange accommodates the permitted 500 dwelling units at a gross density of 5 dwelling units per acre. The conversion of these acres to a category with a maximum density of 3 dwelling units per acre would normally result in an increase in acres to accommodate the same number of units at a lower density. However, to simplify this amendment, the request is simply to transfer the same 68 acres from Mixed Use Interchange to Outlying Suburban. The General Interchange Category does not permit residential uses. Therefore, although this amendment is requesting to change approximately two acres of General Interchange to Outlying Suburban, these acres would not be added to the Table under Outlying Suburban as there would be no transfer of residential density.

A2. The application requires 30 copies of the required map.

Enclosed, please find 30 copies of the required map.

A3. Please verify that this parcel does, in fact, contain a billboard. Item IV.A.3 requires a discussion of the consistency of current uses with proposed changes. Please discuss how the billboard will be consistent with the Outlying Suburban category.

The billboard parcel is not included in the Comprehensive Plan Amendment. Worthington of Renaissance does not own this parcel and is not authorized to change its Future Land Use category.

A.5. The "Parcel Key Map" submitted by CES makes references to a "CDD Boundary". Please correct this minor error.

Please see the enclosed revised Parcel Key Map.

A.6. The deed for the parcel containing the billboard is missing from the application.

The billboard parcel is not included in the Comprehensive Plan Amendment. Worthington of Renaissance does not own this parcel and is not authorized to change its Future Land Use category. Since Worthington of Renaissance does not own the parcel, there is no deed to submit.

The property appears to include a small portion of STRAP number 22-45-25-01-0000B.0020

That is correct. As we discussed, this area will be re-platted in conjunction with the Renaissance South RPD. There are also other parcels which this Comprehensive Plan Amendment intersects. All of the properties are under ownership of Worthington of Renaissance and will be replatted.

A.7. Please provide the letter from the Lee County Sheriff's Office when it becomes available.

We are working with the Sheriff's office to obtain this letter. We will give it to you as soon as we get it.

C.1. Please submit a more legible copy of the map depicting wetland jurisdictional lines and FLUCCS plant communities.

Please see the enclosed map depicting wetland jurisdictional lines and FLUCCS plant communities.

E.1. Please provide the required discussion.

The proposed amendment has a negative any impact on the established Lee County population projections, in that the proposed density is a reduction from the currently permitted densities. Further, as detailed above, the proposed request will require the transfer of 68 residential acres from the Mixed Use Interchange to Outlying Suburban land use category, as reflected in Table

1(b). This adjustment is appropriate due to the fact that all of the land in this land use category is requested to be converted to Outlying Suburban.

According to the submitted application for the Residential Planned Development, this area will build no more than 260 residential units. The 68 acres of allocated residential area in the Mix Use Interchange Future Land Use category would allow for 340 units. The result of this amendment is that there will be a decrease in the County's population accommodation of the Future Land Use Map.

Should you have any questions concerning the responses in this submittal, please do not hesitate to contact me.

Sincerely,
Vanasse & Daylor, LLP

Daniel DeLisi
Planner

Lee County Property Appraiser

Property Database Query

1 Row Returned in the Search for "224525010000B0020"

STRAP	Owner	Site Address	TRIM
22-45-25-01-0000B.0020	WORTHINGTON OF RENAISSANCE LLC	13261 DANPORT BLVD Fort Myers 33912	2000 TRIM

[New Query] [Parcel Queries Page] [Lee PA Home]

Lee County Property Appraiser

Property Database Query

1 Row Returned in the Search for "22452500000021030"

STRAP	Owner	Site Address	TRIM
22-45-25-00-00002.1030	WORTHINGTON OF RENAISSANCE LLC	13390 MUSTANG LN Fort Myers 33912	2000 TRIM

[New Query] [Parcel Queries Page] [Lee PA Home]

Lee County Property Appraiser

Property Database Query

1 Row Returned in the Search for "22452500000021130"

STRAP	Owner	Site Address	TRIM
22-45-25-00-00002.1130	WORTHINGTON OF RENAISSANCE LLC	13410 SKYPORT AV Fort Myers 33912	2000 TRIM

[New Query] [Parcel Queries Page] [Lee PA Home]

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INSTR # 5075664
OR BK 03371 PG 2565
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CHARLIE GREEN CLERK OF COURT
LEE COUNTY
RECORDING FEE 19.50
DOC TAX PD(F.S.201.02) 13,650.00
DEPUTY CLERK B Cruz

THIS INSTRUMENT PREPARED BY AND RETURN TO:

SCOTT A. ELK, ESQUIRE
ELK, BANKIER & CHRISTU
4800 North Federal Highway
Suite 200-E
Boca Raton, Florida 33431

SPECIAL WARRANTY DEED

THIS WARRANTY DEED, is made this 26th day of FEBRUARY, 2001, between **SOWAMCO VI OF TEXAS, INC.**, a Texas corporation, as sole General Partner and Liquidator pursuant to the provisions of Article XIII of the Partnership Agreement of SOWAMCO VI, LTD., a Texas limited partnership as created and established by the filing of a Certificate of Limited Partnership on August 25, 1993, whose address is 6400 Imperial Drive, Waco, Texas 76712, hereinafter called the Grantor, and **WORTHINGTON OF RENAISSANCE, LLC,** a Florida limited liability company, whose Tax Identification Number is _____ and whose address is 14291 Metro Parkway, Building 1300, Fort Myers, Florida 33912, hereinafter called the Grantee.

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten ($10.00) Dollars to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, its successors and assigns forever, the following described property, lying and being in Lee County, Florida, to wit:

See Exhibit "A" attached hereto and made a part hereof.

SUBJECT TO:

(1) comprehensive land use plans zoning, restrictions, prohibitions and other requirements imposed by governmental authority;
(2) restrictions and other matters common to the subdivision, if any,
(3) public utility easements bordering along the property lines provided none of the above interferes with the use and enjoyment of the property by owner or owner's intended use; and
(4) ad valorem real property taxes and assessments for the year 2001 and subsequent years.

P.I.N. 22-45-25-01-0000A.0010 / 22-45-25-01-0000A.0020 / 22-45-25-01-0000B.0010 / 22-45-25-01-0000B.0020

AND the Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend same against the lawful claims of all persons claiming by, through or under the said Grantor.

IN WITNESS WHEREOF, the Grantor has set its hand and seal this 26th day of February, 2001.

Signed, sealed and delivered
in the presence of:

SOWAMCO VI OF TEXAS, INC., a Texas corporation as sole General Partner and Liquidator pursuant to the provisions of Article XIII of the Partnership Agreement of SOWAMCO VI, LTD., a Texas limited partnership as created and established by the filing of a Certificate of Limited Partnership on August 25, 1993

BY: _____
JON NELSON, Vice President

_____
Printed Name: GARY BOHON

_____
Printed Name: John R. Conn, Jr.

SOWAMCO OF TEXAS, INC. a Texas Corporation

OR BK 03371 PG 2566

STATE OF VIRGINIA)
) ss:
COUNTY OF CHESTERFIELD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared JON NELSON as Vice President of **SOWAMCO VI OF TEXAS, INC.**, a Texas corporation, who is

[✓] personally known to me, or
[ ] has produced _____ as identification

and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 26 th day of February, 2001.

Rose Mary Williams
(Signature)
Rose Mary Williams
(Printed Name)

My Commission Expires: 12-31-03
My Commission No. is: 276973

OR BK 03371 PG 2567

Exhibit "A"

LEGAL DESCRIPTION

PARCEL 1

Lots 1 and 2, Block A, and Lots 1 and 2, Block B, Danport Center, a Subdivision according to the Map or Plat thereof on file in the Records of the Clerk of the Circuit Court in Plat Book 36, Pages 118-120, Public Records of Lee County, Florida and that portion of Danport Boulevard Vacated by official Record Book 2331, Page 33 that lies adjacent to these parcels and all of the above being more particularly bounded and described as follows:

A Parcel of land situated in a portion of the "Danport Center" Plat Book 36, Page 118 and a portion of the northeast quarter of the southeast quarter of the northwest quarter of Section 22, Township 45 South, Range 25 East, Lee County, Florida and being more particularly described as follows:

Commencing at the center of Section 22, Township 45 South, Range 25 East; thence along the West line of the northwest quarter of said Section 22, North 01°01'53" West, 137.15 feet to a point on the centerline of the vacated Danport Boulevard; then along said centerline North 85°21'20" East, 42.51 feet to a point on the centerline of said vacated road and being the true point of beginning.

Thence North 04°38'40" West, 40.00 feet to a point marking the southwest corner of Block A Lot 1 and the on the East Line of a 40' drainage right-of-way as designated on the platted Danport Center (plat Book 36 Page 118-120); thence along the east line of Tract A North 01°01'53" West, 517.48 feet to a point marking the northwest corner of Block A Lot 2 of said Plat; thence along the north line of said Lot 2 North 88°58'07" East, 108.98 feet to the north east corner of Lot 2; thence North 78°40'58" East, 40.00 feet to a point on the centerline of the vacated Danport Boulevard; thence along said centerline on a curve to the right having a radius of 500.00 feet, a Delta Angle of 27°05'33", an arc length of 236.43 feet , a chord length of 234.23 feet and a chord bearing of north 02°13'44" east to a point; thence north 15°46'31" east, 111.12 feet to a point; thence on a curve to the left having a radius of 1525.00 feet, a Delta Angle of 07°54'33", an arc length of 210.51 feet, a chord length of 210.34 feet and a chord bearing of north 11°49'15" east to a point; thence leaving said centerline and running south 82°08'02" east, 40.00 feet to a point marking the northwest corner of Block B Lot 2 of said Plat; thence north 88°58'07" east, 564.38 feet along the northline of said lot 2 to a point on the west right-of-way of Interstate 75; thence along said west right-of-way the following bearing and distance calls; south 07°47'14" west, 182.09 feet; south 16°36'00" west, 338.90 feet; south 21°03'52" west 349.39 feet; south 25°06'33" west, 168.77 feet; south 52°10'50" west, 243.75 feet; thence leaving said right-of-way south 85°21'20" west, 353.63 feet to a point; thence north 04°38'40" west, 40.00 feet to a point; thence south 85°21'20" west, 78.76 feet to the point of beginning.

PARCEL 2

Southeast quarter (SE 1/4) of the Northwest quarter (NW 1/4) of the Southwest quarter (SW 1/4) of Section 15, Township 45 South, Range 25 East, Lee County, Florida.

OR BK 03371 PG 2568

HENDERSON
FRANKLIN
ATTORNEYS AT LAW • FOUNDED 1924

HENDERSON, FRANKLIN, STARNES & HOLT, P.A.

1715 MONROE STREET
FORT MYERS, FLORIDA 33901
POST OFFICE BOX 280
FORT MYERS, FLORIDA 33902-0280
FACSIMILE (941) 334-4100
TELEPHONE (941) 334-4121

FACSIMILE COVER PAGE

DATE SENT: May 24, 2001
Stamp Here after Sent:

FAX NUMBER	:	**561-4676**
RECIPIENT PHONE NUMBER	:	561-4666
CLIENT/MATTER NO.	:	12348/62
SEND TO	:	SCOTT CONNELL
FROM	:	Thomas H. Gunderson
NUMBER OF PAGES, INCL. COVER	:	//

Original of the transmitted document will be sent by:

_ First Class Mail
_ Overnight Mail
_ Hand Delivery
X This transmission is the only form of delivery of this document.

COMMENTS: RE: Worthington P/F Brian Scott Holdings
I have attached a copy of the recorded Deed and the title policy. The title policy shows both strap numbers.

The information in this facsimile transmission is intended only for the personal and confidential use of the designated recipients named above. This message may be an attorney-client communication and as such is privileged. If the reader of this message is not the intended recipient named above, you are notified that you have received this document in error, and any review, dissemination, distribution or copying of this message is strictly prohibited. If you have received this document in error, please notify this office immediately via telephone, and return the original message to the above address by mail. Thank you.

SENDER: If this is sensitive or confidential information and you would like us to verify the number or confirm if the information was received, please check here and include the telephone number.

Yes _____ Telephone Number to Call: _____

If all pages are not received or there is a problem with this transmission, please call (941) 334-4121 and ask for Wendy Mattson. Typist: Wendy Mattson

15-00
1400-00

INSTR # 5075653
OR BK 03371 PG 2497
RECORDED 03/02/01 01:38 PM
CHARLIE GREEN CLERK OF COURT
LEE COUNTY
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DEPUTY CLERK B Cruz

Prepared by and return to:
Stephen E. Dalton Esq.
PAVESE, HAVERFIELD, DALTON, HARRISON & JENSEN, LLP
1833 Hendry Street P.O. Drawer 1507
Fort Myers, Florida 33902

File Number: **65662.040**
Will Call No.: **18**

Grantee S.S. No.
Parcel Identification No. **25-45-25-00-00002.1130**

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this **28th** day of **February, 2001** between **J.B.F. OF FORT MYERS, LIMITED LIABILITY COMPANY, a Florida limited liability company and Brian Scott Holdings, Inc., a Florida corporation** whose post office address is **25435 Loblolly Bay Road, S.W., Labelle, Florida 33935** of the County of **Hendry**, State of **Florida**, grantor*, and **WORTHINGTON OF RENAISSANCE, LLC*** whose post office address is 14291 Metro Pkwy., Bldg. 1300, Ft Myers 33912, of the County of Lee, State of Florida, grantee*.

* a Florida Limited Liability Company

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Lee County, Florida**, to-wit:

See Exhibit "A" attached hereto and incorporated herein

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: [illegible]

Witness Name: Donna M. Pavese

Witness Name: Donna M. Pavese

Witness Name: [illegible]

J.B.F. OF FORT MYERS, LIMITED LIABILITY COMPANY, a Florida limited liability company, By: Brian Scott Holdings, Inc., a Florida corporation, Manager

By: _____
Jeffrey B. Freeman
President

Brian Scott Holdings, Inc., a Florida corporation

By: _____
Jeffrey B. Freeman
President

DoubleTime

State of Florida
County of Lee

The foregoing instrument was acknowledged before me this 26 day of February, 2001 by Jeffrey B. Freeman, President of J.B.F. OF FORT MYERS, LIMITED LIABILITY COMPANY and Brian Scott Holdings, Inc., on behalf of the corporation. He/she [X] is personally known to me or [ ] has produced a driver's license as identification.

[Notary Seal]

OFFICIAL NOTARY SEAL
STEPHEN E DALTON
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC976133
MY COMMISSION EXP. NOV. 19,2004

Notary Public, State of Florida

Printed Name: Stephen E. Dalton

My Commission Expires: _____

Exhibit A

Parcel 1

Tract 337 of Colonial Ranchettes Unit #3, an unrecorded subdivision, more particularly described as follows:

The South 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 22, Township 45 South, Range 25 East, Lee County, Florida.

Parcel 2

Tract 336 of Colonial Ranchettes Unit #3, an unrecorded subdivision, more particularly described as follows:

The North 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 22, Township 45 South, Range 25 East, Lee County, Florida.

Parcel 3

The South 132.35 feet of Tract 335 of Colonial Ranchettes Unit #3, an unrecorded subdivision, more particularly described as follows:

The South 132.35 feet of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 22, Township 45 South, Range 25 East, Lee County, Florida.

LESS AND EXCEPT any portion of Parcels 1, 2 and 3 lying Easterly of the Westerly right-of-way line of Skyport Avenue as shown in the plat of Danport Center Phase 1-A, Part 1, according to the map or plat thereof recorded in Plat Book 49, pages 87 through 92, inclusive, of the Public Records of Lee County, Florida.

ALSO LESS AND EXCEPT any portion of Parcel 1 conveyed to Lee County, Florida by Warranty Deed recorded April 23, 1993 in O.R. Book 2380, page 2864, public records of Lee County, Florida.

Tract 334 of COLONIAL RANCHETTES, INC., UNIT #3, an unrecorded subdivision, said Tract 334 being more particularly described as follows: the Northwest quarter (NW 1/4) of the Northwest quarter (NW 1/4) of the southeast quarter (SE 1/4) of the Northwest quarter (NW 1/4) of Section Twenty-Two, Township Forty-Five South, Range Twenty-Five East, of Lee County, Florida, subject to an easement for roadway purposes over and across the East 30 feet thereof.

and

Tract 335, less the South 132.5 feet thereof, of COLONIAL RANCHETTES, INC., UNIT #3, an unrecorded subdivision, said Tract 335 being more particularly described as follows:

The Southwest quarter (SW 1/4) of the Northwest quarter (NW 1/4) of the Southeast quarter (SE 1/4) of the Northwest quarter (NW 1/4) of Section Twenty-Two, Township Forty-Five South, Range Twenty-Five East, of Lee County, Florida, subject to an easement for roadway purposes over and across the East 30 feet thereof.

LESS AND EXCEPT that portion of said Tract 335 included in the plat of DANPORT CENTER PHASE 1-A, PART 1, as recorded in Plat Book 49, pages 87 through 92, inclusive, Public Records of Lee County, Florida.

OWNER'S TITLE INSURANCE POLICY

Attorneys' Title Insurance Fund, Inc.

ORLANDO, FLORIDA

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, ATTORNEYS' TITLE INSURANCE FUND, INC., a Florida corporation, herein called The Fund, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Fund will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

In Witness Whereof, ATTORNEYS' TITLE INSURANCE FUND, INC. has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

ATTORNEYS' TITLE INSURANCE FUND, INC. CORPORATE SEAL FLORIDA

Attorneys' Title Insurance Fund, Inc.

By _____

Charles J. Kovaleski
President

SERIAL

OPM - 2011240

Attorneys' Title Insurance Fund, Inc.

OWNER'S POLICY

Schedule A

Policy No.:	Effective Date:	Agent's File Reference:
OPM-2011240	March 2, 2001 @ 01:38 PM	65662.040

Amount of Insurance: $200,000.00

1. Name of Insured: WORTHINGTON OF RENAISSANCE, LLC, A Florida limited liability company

2. The estate or interest in the land described herein and which is covered by this policy is a fee simple (if other, specify same) and is at the effective date hereof vested in the named insured as shown by instrument recorded as Document No. 5075653, in Official Records Book 03371, Page 2497, of the Public Records of Lee County, Florida.

3. The land referred to in this policy is described as follows:

   See Exhibit "A" attached hereto and incorporated herein

Issuing Agent:

PAVESE, HAVERFIELD, DALTON, HARRISON & JENSEN, LLP
1833 Hendry Street P.O. Drawer 1507
Fort Myers, Florida 33902

Agent No.: 1562

Agent's Signature
Stephen E. Dalton
Esq.

Attorneys' Title Insurance Fund, Inc.
OWNER'S POLICY
Schedule B

Policy No.:
OPM-2011240

Agent's File Reference:
65662.040

This policy does not insure against loss or damage by reason of the following exceptions:

1. Taxes for the year of the effective date of this policy and taxes or special assessments which are not shown as existing liens by the public records.
2. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
3. Taxes and assessments for the year 2000 under Folio Number 22-45-25-00-00002.1130.
4. Taxes and assessments for the year 2000 under Folio Number 22-45-25-00-00002.1030.
5. Lee County Ordinance No. 86-14 regarding garbage and solid waste disposal recorded in O.R. Book 2189, Page 3281; and amended by Ordinance No. 86-38 recorded in O.R. Book 2189, Page 3334, Public Records of Lee County, Florida.
6. Lands lie within various county special assessment districts and municipal taxing districts and are subject to liens for any unpaid special assessments by virtue of the ordinances and resolutions creating these districts. The special assessments are payable with the ad valorem taxes, which are not yet due and payable.
7. Oil, gas, mineral and other reservations as set forth in deed recorded in Deed Book 200, Page 332 and Deed Book 258, Page 453, Public Records of Lee County, Florida. no determination has been made as to the current record owner for the interest excepted herein.
8. Covenants, conditions and restrictions recorded in O.R. Book 511, Page 515; O.R. Book 1717, Page 2178 and O.R. Book 1718, Page 1232, Public Records of Lee County, Florida.
9. Subject to road right-of-way easements contained in Warranty Deed recorded in O.R. Book 850, Page 320, Public Records of Lee County, Florida.
10. Easement in favor of Lee County Board of County Commissioners, contained in instrument recorded July 22, 1992, O.R. Book 2315, Page 1437, Public Records of Lee County, Florida.
11. Easement in favor of Lee County Board of County Commissioners, contained in instrument recorded July 22, 1992, O.R. Book 2315, Page 1441, Public Records of Lee County, Florida.
12. Easement in favor of Lee County Board of County Commissioners, contained in instrument recorded July 22, 1992, O.R. Book 2315, Page 1445, Public Records of Lee County, Florida
13. Easement in favor of Lee County Board of County Commissioners, contained in instrument recorded July 22, 1992, O.R. Book 2315, Page 1449, Public Records of Lee County, Florida
14. Easement in favor of Lee County, contained in instrument recorded April 23, 1993, O.R. Book 2380, Page 2866, Public Records of Lee County, Florida.
15. UCC Financing Statement between Worthington of Renaissance, LLC, a Florida limited liability company, and Colonial Bank, recorded in O.R. Book 3371, Page 2631, Public Records of Lee County, Florida.
16. Assignment of Lease between Worthington of Renaissance, LLC, a Florida limited liability company, and Colonial Bank, recorded in O.R. Book 3371, Page 2617, Public Records of Lee County, Florida.
17. Mortgage, Security Agreement and Assignment of Rents between Worthington of Renaissance, LLC, a Florida limited liability company, and Colonial Bank, recorded in O.R. Book 3371, Page 2595, Public Records of Lee County, Florida.

Exhibit A

Parcel 1

Tract 337 of Colonial Ranchettes Unit #3, an unrecorded subdivision, more particularly described as follows:

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Parcel 3

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LESS AND EXCEPT any portion of Parcels 1, 2 and 3 lying Easterly of the Westerly right-of-way line of Skyport Avenue as shown in the plat of Danport Center Phase 1-A, Part 1, according to the map or plat thereof recorded in Plat Book 49, pages 87 through 92, inclusive, of the Public Records of Lee County, Florida.

ALSO LESS AND EXCEPT any portion of Parcel 1 conveyed to Lee County, Florida by Warranty Deed recorded April 23, 1993 in O.R. Book 2380, page 2884, public records of Lee County, Florida.

Tract 334 of COLONIAL RANCHETTES, INC., UNIT #3, an unrecorded subdivision, said Tract 334 being more particularly described as follows: the Northwest quarter (NW 1/4) of the Northwest quarter (NW 1/4) of the southeast quarter (SE 1/4) of the Northwest quarter (NW 1/4) of Section Twenty-Two, Township Forty-Five South, Range Twenty-Five East, of Lee County, Florida, subject to an easement for roadway purposes over and across the East 30 feet thereof.

and

Tract 335, less the South 132.5 feet thereof, of COLONIAL RANCHETTES, INC., UNIT #3, an unrecorded subdivision, said Tract 335 being more particularly described as follows:

The Southwest quarter (SW 1/4) of the Northwest quarter (NW 1/4) of the Southeast quarter (SE 1/4) of the Northwest quarter (NW 1/4) of Section Twenty-Two, Township Forty-Five South, Range Twenty-Five East, of Lee County, Florida, subject to an easement for roadway purposes over and across the East 30 feet thereof.

LESS AND EXCEPT that portion of said Tract 335 included in the plat of DANPORT CENTER PHASE 1-A, PART 1, as recorded in Plat Book 49, pages 87 through 92, inclusive, Public Records of Lee County, Florida.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and The Fund will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to The Fund, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to The Fund by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
   (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
   (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
      (i) to timely record the instrument of transfer; or
      (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. Definition of Terms

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses The Fund would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, or any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument

(f) "public records": records established under state statutes at date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions from Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. Continuation of Insurance After Conveyance of Title

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) all estate or interest in the land, or (ii) all indebtedness secured by a purchase money mortgage given to the insured.

3. Notice of Claim To Be Given by Insured Claimant

The insured shall notify The Fund promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which The Fund may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to The Fund, then as to the insured all liability of The Fund shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify The Fund shall in no case prejudice the rights of any insured under this policy unless The Fund shall be prejudiced by the failure and then only to the extent of the prejudice.

4. Defense and Prosecution of Actions; Duty of Insured Claimant To Cooperate

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, The Fund, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Fund shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Fund will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Fund shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Fund may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If The Fund shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever The Fund shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, The

Fund may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires The Fund to prosecute or provide for the defense of any action or proceeding, the insured shall secure to The Fund the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit The Fund to use, at its option, the name of the insured for this purpose. Whenever requested by The Fund, the insured, at The Fund's expense, shall give The Fund all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of The Fund may be necessary or desirable to establish the title to the estate or interest as insured. If The Fund is prejudiced by the failure of the insured to furnish the required cooperation, The Fund's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. Proof of Loss or Damage

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided The Fund, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to The Fund within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If The Fund is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, The Fund's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of The Fund and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of The Fund, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of The Fund, the insured claimant shall grant its permission, in writing, for any authorized representative of The Fund to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to The Fund pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of The Fund, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of The Fund under this policy as to that claim.

6. Options To Pay or Otherwise Settle Claims; Termination of Liability

In case of a claim under this policy, The Fund shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by The Fund, up to the time of payment or tender of payment and which The Fund is obligated to pay.

Upon the exercise by The Fund of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to The Fund for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by The Fund up to the time of payment and which The Fund is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by The Fund up to the time of payment and which The Fund is obligated to pay.

Upon the exercise by The Fund of either of the options provided for in paragraphs (b)(i) or (ii), The Fund's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. Determination, Extent of Liability and Coinsurance

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of The Fund under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) (This paragraph dealing with Coinsurance was removed from Florida policies.)

(c) The Fund will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations

8. Apportionment

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by The Fund and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. Limitation of Liability

(a) If The Fund establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by The Fund or with The Fund's consent, The Fund shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Fund shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of The Fund.

10. Reduction of Insurance; Reduction or Termination of Liability

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. Liability Noncumulative

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount The Fund may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. Payment of Loss

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of The Fund.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations,

the loss or damage shall be payable within 30 days thereafter.

13. Subrogation Upon Payment or Settlement

(a) The Fund's Right of Subrogation.

Whenever The Fund shall have settled and paid a claim under this policy, all right of subrogation shall vest in The Fund unaffected by any act of the insured claimant.

The Fund shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by The Fund, the insured claimant shall transfer to The Fund all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit The Fund to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, The Fund shall be subrogated to these rights and remedies in the proportion which The Fund's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but The Fund, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to The Fund by reason of the impairment by the insured claimant of The Fund's right of subrogation.

(b) The Fund's Rights Against Non-insured Obligors.

The Fund's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14 Arbitration

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both The Fund and the insured. Arbitrable matters may include, but are not limited to, any controversy or claim between The Fund and the insured arising out of or relating to this policy, and service of The Fund in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from The Fund upon request.

15. Liability Limited to this Policy; Policy Entire Contract

(a) This policy together with all endorsements, if any, attached hereto by The Fund is the entire policy and contract between the insured and The Fund. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, or Agent of The Fund.

16. Severability

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. Notices, Where Sent

All notices required to be given The Fund and any statement in writing required to be furnished The Fund shall include the number of this policy and shall be addressed to The Fund at its principal office at Post Office Box 628600, Orlando, Florida 32862-8600.

OWNER'S
TITLE INSURANCE
POLICY

Attorneys'
Title Insurance Fund,
Inc.

ORLANDO, FLORIDA



For information about coverage or assistance in resolving complaints, call 407-240-3863.

Offices at
6545 Corporate Centre Boulevard
Orlando, FL 32822
(407) 240-3863 • (800) 336-3863

LEE COUNTY
SOUTHWEST FLORIDA

Lee County Board of County Commissioners
Department of Community Development
Division of Planning
Post Office Box 398
Fort Myers, FL 33902-0398
Telephone: (941) 479-8585
FAX: (941) 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: _____

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.

9.27.00 _____
DATE SIGNATURE OF OWNER OR AUTHORIZED REPRESENTATIVE

I. APPLICANT/AGENT/OWNER INFORMATION

Worthington of Renaissance LLC
APPLICANT

14291 Metro Parkway Bldg 1300
ADDRESS

Ft. Myers FL 33912
CITY STATE ZIP

(941) 561-46666 (941) 561-46676
TELEPHONE NUMBER FAX NUMBER

Mitchel A. Hutcheraft, ASLA, AICP
AGENT*

12730 New Brittany Blvd, Suite 600
ADDRESS

Ft. Myers FL 33907
CITY STATE ZIP

(941) 437-4601 (941) 437-46316
TELEPHONE NUMBER FAX NUMBER

Worthington of Renaissance LLC
OWNER(s) OF RECORD

14291 Metro Parkway Bldg 1300
ADDRESS

Ft. Myers FL 33912
CITY STATE ZIP

(941) 561-46666 (941) 561-46676
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.

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 19)
List Number(s) of Map(s) to be amended
Map 1

B. SUMMARY OF REQUEST (Brief explanation):
Convert 129.04 +/- acres of mixed use interchange, 1.95 +/- acres of general interchange, and 22.15 +/- acres of wetland to outlying suburbs. The result will be a reduction in intensity by converting these commercial areas to residential, and decreasing the allowed residential intensity.

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

A. Property Location:

1. Site Address: 13050 Daniport Blvd.
2. STRAP(s): See attached list.

B. Property Information

Total Acreage of Property: 152.37 +/-

Total Acreage included in Request: 152.37 +/-

Area of each Existing Future Land Use Category: General interchange - 1.95 +/-
Wetland - 22.15 +/-
Mixed use interchange 129.04 +/-

Total Uplands: 130.22 +/-

Total Wetlands: 22.15 +/-

Current Zoning: MPD, AG-2 + CPD

Current Future Land Use Designation: Mixed use interchange, general interchange + wetland

Existing Land Use: VACANT, SCATTERED RESIDENTIAL

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:
CONVERT TO OUTLYING SUBURBAN

E. Potential development of the subject property:

1. Calculation of maximum allowable development under existing FLUM:

Residential Units/Density: 500 RESIDENTIAL UNITS

Commercial intensity: 275,000 SQUARE FEET

Industrial intensity: 300,000 SQUARE FEET

2. Calculation of maximum allowable development under proposed FLUM:

Residential Units/Density: 474 RESIDENTIAL UNITS

Commercial intensity: MINIMAL

Industrial intensity: N/A

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.

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.

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.

4. Map and describe existing zoning of the subject property and surrounding properties.

5. The legal description(s) for the property subject to the requested change.

6. A copy of the deed(s) for the property subject to the requested change.

7. An aerial map showing the subject property and surrounding properties.

8. If applicant is not the owner, a letter from the owner of the property authorizing the applicant to represent the owner.

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.

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.

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

   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.

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).

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.

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.

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.

3. Describe how the proposal affects adjacent local governments and their comprehensive plans.

4. List State Policy Plan and Regional Policy Plan goals and policies which are relevant to this plan amendment.

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.

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.

3. Requests involving lands in critical areas for future water supply must be evaluated based on policy 2.4.2.

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

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	$500.00 each
Map Amendment > 20 Acres	$500.00 and $20.00 per 10 acres up to a maximum of $2,255.00
Text Amendment Flat Fee	$1,250.00 each

AFFIDAVIT

I, Mitchel A. Hutchcraft, 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 for the purpose of investigating and evaluating the request made through this application.

Signature of owner or owner-authorized agent

9-27-2000
Date

Mitchel A. Hutchcraft
Typed or printed name

STATE OF FLORIDA)
COUNTY OF LEE)

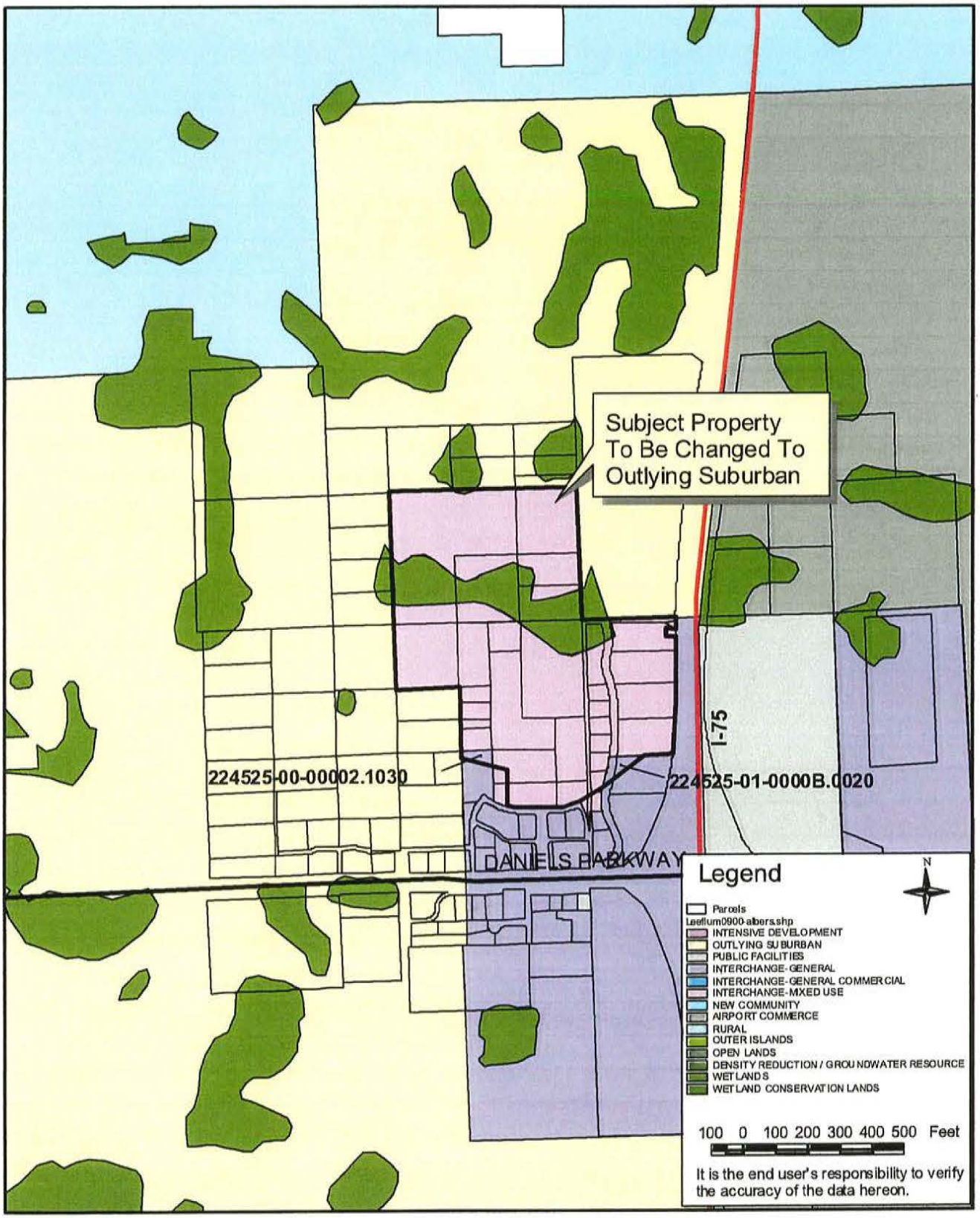
The foregoing instrument was certified and subscribed before me this 27th day of Sept. ~~19~~ 2000 by Mitchel A. Hutchcraft, who is personally known to me ~~or who has produced~~ as identification.

(SEAL)

D. M. WAKEMAN
Notary Public - State of Florida
My Commission Expires Jun 29, 2004
Commission # CC951971

Signature of notary public

D. M. WAKEMAN
Printed name of notary public



V&D VANASSE & DAYLOR, LLP

12730 New Brittany Blvd., Suite 600
Fort Myers, Florida 33907
Tel: 941-437-4601 Fax: 947-437-4636

3001 Tamiami Trail North, Suite 206
Naples, Florida 34103
Tel: 941-403-0223 Fax: 941-263-5096

Renaissance

Future Land Use Map Ammendment

Sources: Lee County

Scale: 1" = 5,000'
Date: 05/23/01

Map 1

File Name: XXXX.apr

2000-00003

Office of the Sheriff
Rodney Shoap

County of Lee
State of Florida

May 22, 2001

Vanasse & Daylor, LLP
Daniel DeLisi
12730 New Brittany Boulevard Suite 600
Fort Myers, Florida 33907

RE: Renaissance Comp. Amendment
V&D Project # 80306

Dear Mr. DeLisi:

Due to severe budget constraints coupled with the growth of the county, my office operates at full capacity. It is policy of the Lee County Sheriff's Office to support community growth and we will do everything possible to accommodate the law enforcement needs.

We anticipate that we will receive the reasonable and necessary funding to support growth in demand. We therefore believe that the Lee County Sheriff's Office will be able to serve your project as it builds out.

Sincerely,

Captain Daniel Johnson
Planning and Research

Copy: Paul O'Connor Director-Division of Planning
Lee County
File

LEGAL DESCRIPTION
FOR
RENAISSANCE COMP PLAN AMENDMENT AREA

A PARCEL OF LAND LYING IN SECTIONS 15 AND 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, SAID LAND BEING SITUATED WEST OF I-75 AND NORTH OF DANIELS ROAD AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH ¼ CORNER OF SECTION 15, TOWNSHIP 45 SOUTH, RANGE 25 EAST; SAID POINT ALSO BEING THE NORTHWEST CORNER OF DANPORT CENTER PLAT BOOK 36, PAGES 118 THROUGH 120, THENCE ALONG THE NORTH LINE OF SAID PLAT AND THE SOUTH LINE OF SECTION 15,
N 89°33'10" E, A DISTANCE OF 955.04' TO A POINT MARKING THE NORTHEAST CORNER OF SAID PLAT AND ALSO BEING ON THE WEST RIGHT OF WAY OF INTERSTATE 75;
THENCE ALONG SAID RIGHT OF WAY AND SAID PLAT THE FOLLOWING BEARINGS AND DISTANCES :
S 00°29'46" E, A DISTANCE OF 720.92' TO A POINT;
THENCE S 03°21'36" W, A DISTANCE OF 518.59' TO A POINT;
THENCE S 07°47'14" W, A DISTANCE OF 157.00' TO A POINT MARKING THE SOUTHEAST CORNER OF LOT 3 OF "DANPORT CENTER" AS RECORDED IN PLAT BOOK 36 PAGES 118 THROUGH 120; THENCE LEAVING SAID RIGHT OF WAY AND RUNNING WITH THE SOUTH LINE OF SAID LOT 3,
S 88°58'07" W, A DISTANCE OF 322.37' TO A POINT; THENCE LEAVING SOUTH LINE OF LOT 3 AND RUNNING;
S 53°11'00" W, A DISTANCE OF 783.03' TO A POINT MARKING THE NORTHEAST CORNER OF "DANPORT CENTER PHASE 1A" AS RECORDED IN PLAT BOOK 49 PAGES 87 THROUGH 92; THENCE WITH THE NORTH LINE OF SAID PLATTED LANDS AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 24°44'22", AN ARC DISTANCE OF 259.07', RADIUS OF 600.00', WITH A CHORD BEARING OF
S 76°36'00" W, A DISTANCE OF 257.06' TO A POINT;
THENCE S 88°58'10" W, A DISTANCE OF 330.70' TO A POINT;
THENCE AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 12°26'10",
AN ARC DISTANCE OF 13023', HAVING A RADIUS OF 600.00',
WITH A CHORD BEARING OF N 84°48'46" W, A DISTANCE OF 129.98' TO A POINT;
THENCE LEAVING SAID PLAT AND RUNNING N 01°01'50" W, A DISTANCE OF 397.53' TO A POINT;
THENCE N 75°40'45" W, A DISTANCE OF 523.68' TO A POINT,
THENCE N 01°02'20" W, A DISTANCE OF 717.56' TO A POINT
THENCE S 89°34'28" W, A DISTANCE OF 644.79' TO A POINT ON THE EAST LINE OF THE WEST ½ OF THE NORTHWEST ¼ OF THE NORTHWEST ¼, AND BEING NEAR THE CENTERLINE OF PALOMINO LANE;
THENCE WITH SAID EAST LINE N 01°02'35" W, A DISTANCE OF 661.68' TO A POINT ON THE SOUTH LINE OF SECTION 15; THENCE CONTINUE WITH THE EAST LINE OF THE WEST ½ OF THE SW ¼ OF THE SW ¼ OF SECTION 15, N 01°05'26" W, A DISTANCE OF 1324.29' TO THE NW CORNER OF THE NE ¼ OT THE SW ¼ OF THE SW ¼; THENCE LEAVING SAID EAST LINE AND RUNNING N 89°34"58" E, A DISTANCE OF 1936.08' TO THE NE CORNER OF THE SE ¼ OF THE SW ¼ OF SECTION 15, SAID POINT BEING ON THE EAST LINE OF THE SE ¼ OF THE SW ¼ OF SECTION 15; THENCE WITH SAID LINE
THENCE S 01°00'03" E, A DISTANCE OF 1324.08' TO THE POINT OF BEGINNING.

CONTAINING 152.37 ACRES MORE OR LESS.
(See Attached Boundary Sketch)

RECEIVED
MAY 25 2001
PERMIT COUNTER

Surveyor and Mapper in Responsible Charge:
Roger H. Harrah, LS #5294
Community Engineering Services, Inc. LB #6572
9200 Bonita Beach Road, Suite 213
Bonita Springs, FL 34135

Signed: Roger H. Harrah
Roger H. Harrah, P.L.S.

2000-00003

Date: 05-23-01
\\Commserv\barbdata\Renaissance\153 comp. plan amendment desc.doc

VANASSE & DAYLOR, LLP
Planners • Landscape Architects • Civil Engineers • Environmental Scientists
V&D
FL Lic #366

Renaissance

Lee Plan
Future Land Use Amendment

Prepared for:
Worthington of Renaissance

Prepared by:
Vanasse & Daylor, LLP
Project # 80306

Submitted:
March 30, 2001

12730 New Brittany Boulevard, Suite 600, Fort Myers, FL 33907 • Website: www.vanday.com
Telephone: 941-437-4601 • Fax: 941-437-4636 • Email: admin@vanday.com

V&D

Renaissance Lee Plan Future Land Use Amendment
CPA 2000-03

RECEIVED
MAR 30 2001
PERMIT COUNTER

Table of Contents

1. Sufficiency Response Letter
2. Revised Application
3. SFWMD Wetland Jurisdictional Determination
4. STRAP List
5. Color Copies of the FLUM
6. Revised Legal Description/Boundary Survey
7. Authorization Form
8. Property Deeds
9. Response to the Department of Transportation Memo
10. FLUCCS Maps/Table
11. Lee County Archeological Sensitivity Map/Report
12. CPD Descriptions

VANASSE & DAYLOR, LLP
Planners • Landscape Architects • Civil Engineers • Environmental Scientists
V&D
FL Lic #366

March 20, 2001

RECEIVED
MAR 30 2001
PERMIT COUNTER

Mr. Matthew A. Noble
Principal Planner
Department of Community Development
Division of Planning
P.O. Box 398
Ft. Myers, FL 33902-0398

Re: CPA 2000-03, Lee Plan Future Land Use Amendment

Dear Mr. Noble:

In response to your letter dated February 19, 2001 concerning the Lee Plan Future Land Use Amendment, I am pleased to submit the following information. (For your convenience, I have copied and accented the staff's comments and then provided the applicant's response in the regular font):

Division of Planning
Sufficiency Checklist for Planned Developments

1. **Please correctly identify the applicant – Worthington Holdings, or Worthington of Renaissance, LLC.**

   Since the original submittal in September, 2000, the property owner has created a new holding company named Worthington of Renaissance, LLC. Attached is a revised copy of the Application reflecting Worthington of Renaissance as the owner, and a copy of the property appraisers data sheets illustrating that Worthington of Renaissance does own all applicable parcels.

IIIB. **The applicant does not provide information concerning the amount of Uplands and Wetlands. The section for "Area of each Existing Future Land Use Category" has not been filled out by the applicant. In other sections of the application, the applicant indicates that the existing parcel includes 153 acres of Mixed Use Interchange and approximately 5 acres of Global Interchange. Please confirm this. Staff has been unable to verify the presence of General Interchange lands within the subject property.**

   Based on the SFWMD Wetland Jurisdictional Determination, signed by Craig Schmittler on 8/25/2000, there are approximately 26.29 acres of jurisdictional wetlands within the amendment boundaries. This 26.29 acres primarily consists of FLUCCS categories 211H, 411H and 424, with one small (.94 acre) area of 621. The remainder of the property (+/- 131.71 acres) is all classified upland. A copy of this jurisdictional determination (showing both Renaissance North and South) is attached.

12730 New Brittany Boulevard, Suite 600, Fort Myers, FL 33907 • Website: www.vanday.com
Telephone: 941-437-4601 • Fax: 941-437-4636 • Email: admin@vanday.com

The submitted STRAP list provides the owner information as "Daniels–I75 Associates LTD. As stated above, staff finds the owner of record to be "Worthington of Renaissance, LLC." Please correct the STRAP list.

As indicated above, the ownership is now completely under the control of Worthington of Renaissance LLC. The STRAP list has been updated to reflect this refinement of ownership.

IVA.1. The applicant has not provided the requested text change in a strike-out-underlined format. The application lacks analysis and data to justify this proposed change. The application does not provide an estimated needed residential allocation.

Originally, the applicant was not requesting any amendments Lee Plan Text, only the FLUM. However, in discussions with staff, they have indicated that they would prefer that the amendment eliminate the land use category from the Lee Plan due to the fact that all of the land under that designation will be eliminated. Similarly, with the deletion of this land use category, the applicant will be requesting that the 2020 allocations be converted to other appropriate categories.

Below are the proposed text changes to the Lee Plan, as well as the Table 1A (2020 Overlay). The anticipated residential allocation for this amendment can easily be accommodated by the 68 acres of residential that are currently allocated to the Mixed Use Interchange. In fact, the proposed residential units currently approved under the MPD for this property, exceed what will be requested in Renaissance North and South combined. Based on this reduction in density, the proposed amendment will not result in an increase to the population accommodation, nor will it result in a deficiency in any LOS for public infrastructure.

A.1. Provide any proposed text changes:

The result of the requested amendment will be the removal of any land from the FLUM that is allocated to the Mixed Use Interchange Land Use Category. For this reason, the applicant is submitting a request to delete Policy 1.3.6 in its entirety. However, should Lee County and DCA desire to retain this land use category for future areas, the applicant would have no objection. The language proposed to be deleted is as follows:

~~*Policy 1.3.6: The Mixed Use Interchange District areas are intended to provide opportunities for a wide range of light industrial, office, and retail commercial uses, accompanied by a viable residential component to facilitate the internal capture of trips through on-site shopping and job creation. The residential uses in this category are to be transitional with existing and future residential uses abutting this land use district to promote compatibility with adjacent residential uses. The maximum residential density, of 5 units per acre, for this category is calculated on the upland acreage of the entire project including both residential and non-residential areas. Policy 6.1.2.2 does not apply to this interchange district.*~~

~~*Commercial and residential uses shall meet the following criteria in this district.*~~

~~*1. In order to implement the standards of this district, Mixed Use Planned Development (MPD) zoning is required.*~~

~~2. Residential uses in this category will serve as a transition between the intense non-residential uses within the interchange area and existing or potential residential uses on properties outside of the interchange category. To preserve the intent of the interchange designation, uses serving the traveling public is required within 330 feet of the arterial road creating the interchange.~~

~~3. To insure viable residential uses and to provide for employment and shopping opportunities for residential uses developed on site, the following minimum acreage percentages are required:~~

- ~~45 percent of the gross land area will be developed with residential uses, and~~
- ~~40 percent of the gross land area will be developed with commercial and/or industrial uses.~~

~~4. Non-residential uses will be constructed in a fashion such that the total building area does not exceed 20% (0.2 FAR) of the total land area used for non-residential uses. Development intensities may be more or less than a floor area ratio (FAR) of 0.2 on individual parcels, as long as the project's average FAR for non-residential uses does not exceed 0.2~~

~~5. Bicycle & pedestrian facilities will be provided throughout the development. Connections between all uses are required to facilitate these alternative modes of transportation. When possible, connections to developments adjacent to the MPD will be provided.~~

~~6. Vehicular connections between residential and non-residential uses will be provided to facilitate the internal capture of trips. When possible, connections to development adjacent to the MPD will be made to provide alternative access to the non-residential components of this development other than the arterial creating the interchange with I-75.~~

~~7. Landscaping requirements shall be increased in this land use category to help promote a pedestrian ambiance. The following requirements shall supplement the minimum standards of the Lee County Land Development Code Section 10-415.~~

- ~~Multi-family developments shall provide 1.5 trees per 3,000 S.F.~~
- ~~Non-residential uses shall provide 1.5 trees per 3,500 S.F.~~
- ~~Landscaping for internal parking areas shall be 15% of the total paved surface area.~~
- ~~An average fifty foot buffer strip which includes a minimum of 7 trees and 30 shrubs per 100 lineal feet and a double staggered hedge will be provided along the I-75 corridor. It is desired that the existing native vegetation will be retained and augmented to meet this standard.~~

~~If any facility deficiencies may result from the application of this district, commitments shall be provided at the time of zoning to insure that necessary improvements will be in place to support the proposed uses.~~

In addition to deleting Policy 1.3.6, the applicant is also requesting the conversion of the residential allocations from the Mixed Use category to the Outlying Suburban category, as reflected below in the modified Table 1(b).

Table 1(b) – Planning Community Year 2020 Allocations:

Future Land Use Category	Existing Allocations	Proposed Allocations	Change
Outlying Suburban	~~940~~	1,008	+68
General Interchange	2	2	-
Mixed Use Interchange	~~68~~	0	-68
Rural	1,255	1,255	-
Wetlands	7	7	-
Residential Sub Total	2,273	2,273	-
Commercial	398	398	-
Industrial	10	10	-
Public	1,854	1,854	-
Active Ag	254	254	-
Passive Ag	958	958	-
Conservation	1,913	1,913	-
Vacant	427	427	-
Total	8,088	8,088	-

The 68 acres currently allocated to the Mixed Use Interchange accommodates the permitted 500 dwelling units at a gross density of 5 dwelling units per acre. The conversion of these acres to a category with a maximum density of 3 dwelling units per acre would normally result in an increase in acres to accommodate the same number of units at a lower density. However, to simplify this amendment, the request is simply to transfer the same 68 acres from Mixed Use Interchange to Outlying Suburban.

IVA.2. The applicant has only submitted 1 color copy of the required map. Please resubmit 30 copies of the color map.

The color map, which the applicant provided, is a version of the existing FLUM showing the outline of the subject property. We believe that staff has a digital version of the county's FLUM. However, the applicant has provided an additional 30 version of our map in 8 ½" x 11" format.

A.5&6 Please update the legal description. The acreage does not match (152.95 versus the 158). Staff is also asking that the applicant provide an opinion of title and a boundary survey, which agree. Staff prefers that the applicant provide a metes and bounds description that includes right-of-ways such as Danport Center Boulevard.

Attached is the latest copy of the legal description. The applicant currently owns land on the north and south of the subject property, and will be submitting a RPD for property that encompasses more than the land that is the subject of this amendment. Our request is simply to change the designation of the area amended by PAM/T 98-07 (as submitted in the original applicants legal description) to the Outlying Suburban land use category. Roger Harrah at

Community Engineering Services, is following up with Jerry Murphy to make sure that the all issues with the legal description have been addressed.

At the time of submittal, the subject property was under contract. Copies of all of the contracts were submitted with the original application. In the 5 months since submittal, the property has changed ownership, and is now under the control of Worthington of Renaissance, LLC. In light of the completion of this acquisition, the applicant has now provided the appropriate deeds for staff's review.

A.8 Please submit the required authorizations from the property owners of the subject property so that the agent may represent the owners in this matter.

The authorization form was originally signed by Scott Connell of Worthington Holdings. Since the submittal 5 months ago, all of the land has been closed, and converted into a holding company, Worthington of Renaissance, LLC. A revised authorization form has been signed by Scott Connell on behalf of Worthington of Renaissance, LLC.

B.1 Please respond to the Memo from the Department of Transportation.

Please see the attached response to the Department of Transportation Memo.

B.3.c Please provide a letter of willingness to provide service from the Lee County Sheriff's Office.

The Lee County's Sheriff's Office is a constitutional office that is required to provide law enforcement for all of unincorporated Lee County. The original letter cannot be located at this time, and a new letter has been requested.

C. See attached comments from Environmental Sciences staff.
Please provide a FLUM with proposed land uses. This map must delineate state jurisdictional wetlands or provide a SFWMD permit including exhibits showing approved wetland impact and required wetland preservation areas. Any wetland areas to be preserved must be delineated on the FLUM as Wetland.

The applicant submitted a FLUM map outlining the area proposed to be converted to Outlying Suburban. A detailed FLUCCS map and Soils map were also submitted. In response to staff's request, a signed SFWMD wetland delineation has been submitted in this response.

The application for an amendment to the FLUM, specifically item IV.C, does not require the delineation of wetlands to be preserved. However, because of the degraded condition of the vast majority of the wetlands on site, it is likely that all wetlands may be subject to some level of impact, whether it is through the creation of flow ways, mitigation, excavation or filling. It is anticipated that the wetland on the western property line (containing less than 4 acres of FLUCCS 621, 424 and 211 will be incorporated into the projects preserve area). However, because of the preliminary nature of this project, and because no permitting has been approved, it is impossible to identify the wetlands which will be preserved.

C.1 The submitted exhibit indicates an approximate acreage of 542.42 acres. Other sections of the application indicate that the subject parcel is approximately 158 acres. Please correct.

A detailed acreage breakdown has been provided for the Renaissance South FLUCC categories. This exhibit reflects approximately 26.29 acres of wetland on the 153 +/- acre subject property.

C.2 Staff notes the presence of additional soil (44 & 13) types on the subject property. Please revise the application to include these types.

The applicant has reviewed the Soil Survey, and believes that if these two soil classifications are present on the property, that they represent such an insignificant amount of land (Less than an acre combined) that their inclusion does not appear to be justified. However, in accordance with Staff's request, these classifications have been added in the attached sufficiency update.

C.2. Soils:
Exhibit C.2. depicts the soils found on the property, as depicted in the Soil Classification Survey for Lee County. There are 6 different soil classifications within the subject property. Listed below is each of the classifications and their descriptions.

(13) Boca fine sand
This is a nearly level, poorly drained soil on flatwoods. Slopes are smooth and range from 0 to 2 percent. Natural vegetation consists of saw palmetto, pineland threeawn, South Florida slash pine, and wax myrtle.

(44) Malabar fine sand, depressional
This is a nearly level, poorly drained soil in depressions. Slopes are concave and are less than 1 percent. Natural vegetation consists of bald cypress, wax myrtle, St. Johns wort, and water tolerant grasses.

(26) Pineda Fine Sand
This is a nearly level, poorly drained soil on sloughs. Slopes are smooth to slightly concave and range from 0 to 1 percent. Natural vegetation consists of pineland threeawn, panicums, sedges, maidencain, wax myrtle, South Florida slash pine, and scattered clumps of saw palmetto.

(27) Pompano Fine Sand
This is a nearly level, poorly drained soil in depressions. Slopes are concave and less than 1 percent. Natural vegetation consists of St. Johnswort and wax myrtle.

(28) Immokalee Sand
This is a nearly level, poorly drained soil in flatwoods areas. Slopes are smooth to convex and range from 0 to 2 percent. Natural vegetation consists of saw palmetto, fetterbush, pineland threeawn, and South Florida slash pine.

(34) *Malabar Fine Sand*
This is a nearly level, poorly drained soil in sloughs. Slopes are smooth to concave and range from 0 to 1 percent. The available water capacity is low in the surface and subsurface layers and the upper part of the subsoil and medium in the lower part of the subsoil. Natural fertility is low. Natural vegetation consists of pineland threeawn, wax myrtle, scattered saw palmetto, maidencaine, panicum, and South Florida slash pine.

C.5. Staff does not find a table of plant communities by FLUCCS..." Please provide the requested table.

In addition to the documentation provided in PAM/T 98-07, Boylan Environmental has conducted a protected species survey for the subject property. A copy of the FLUCCs table and potential protected species is provided on the attached FLUCCS Map.

Table C.5. FLUCCS and Potential Protected Species

D.1. The applicant has not indicated whether or not there are any historic resources listed on the Florida Master Site File, which are located on the subject property or adjacent property.

There are not any historic resources listed on the Florida Master Site File for the subject property.

D.2. Please provide a map showing the subject property location on the archeological sensitivity map for Lee County.

The subject property does not fall within either Archeological Sensitivity Level 1 or 2. A black and white copy of the County's map is provided, as well as an archeological survey of the site conducted by Archeological Consultants, Inc.

E.1. Please provide the required discussion.

The proposed amendment does not have any impact on the established Lee County population projections, in that the proposed density is a reduction from the currently permitted densities. Further, as detailed above, the proposed request will require the transfer of 68 residential acres from the Mixed Use Interchange to Outlying Suburban land use category, as reflected in Table 1(b). This adjustment is appropriate due to the fact that all of the land in this land use category is requested to be converted to Outlying Suburban. The result of this amendment is that there will be no increase in the County's population accommodation of the Future Land Use Map.

E.3. Please provide the required discussion.

The proposed amendment will have no impact on any adjacent government's comprehensive plan. The proposed project is located wholly within Lee County, and is more than 8 miles from the nearest incorporated area. The proposed amendment provides for greater compatibility with surrounding residential uses, and still maintains viable commercial areas within the Interchange land use category.

F.1.a State whether the site is accessible to arterial roadways, rail lines, and cargo airport terminals.

The subject property does have access to Daniels Parkway (an arterial road) via an internal access road through an existing commercial subdivision. The property does not have any access to rail lines, and does not have any direct access to airport terminals. The subject property is approximately two miles from the entrance to the airport.

However, while the subject property did allow for some industrial uses, they were all light industrial uses that can still be accommodated in the vast Airport Commerce land use designation, New Community, and other industrial land use categories in close proximity to the airport. Locations for industrial and retail land uses were further expanded in 2000 due to the expansion of the Noise Zones for the future airport expansion. Further, there are in excess of 15 acres of land still remaining within the General Interchange category that can continue to accommodate light industrial and retail uses.

F.1.c Address the affect of the proposed change on the county's industrial employment goal, specifically policy 7.1.4.

It is important to point out that in the staff report recommending approval of PAM/T 98-08, there was no discussion pertaining to Policy 7.1.4, and the recommendation was made without respect to Policy 7.1.4. There was no indication made by staff that there was any need for additional industrial land use designations to comply with Policy 7.1.4, and there was no reference to the required bi-annual study documenting the county's progress toward this employment goal.

Further, the approved amendment resulting in Policy 1.3.6 does not require any industrial development, but rather simply allows the use. Since the land use category could be completely developed without any industrial uses, the creation of the category cannot be reasonably be counted towards the fulfillment of Policy 7.1.4. Conversely, the deletion of the Mixed Use Interchange category does not diminish any realistic opportunity to achieve the goal.

As outlined in Attachment 7 of PAM/T 96-13, Lee County provides the following assessment of acres per land use category:

Land Use Category	**Acres**	**% considered non-residential (From Attach. 4)**	**Available for Industrial Uses**
Intensive Development	4,945.00	61.5%	3,041.17
Industrial	5,861.12	100%	5,861.12
Industrial Interchange	110.83	100%	110.83
General Interchange	1,109.87	100%	1,109.87
Industrial Commercial Interchange	272.19	100%	272.19
New Community	4,370.01	40.9%	1,787.33
Airport Commerce	4,572.22	100%	4,572.22
DRGR	94,763.56	5% *	4,738.18
Totals:	**116,004.80**		**21,492.91**

For comparison, the 1990 projections for the required industrial acreage, based on 3% of population, required an allocation of 11,365 acres (1990 Amendments to the Lee Plan, Volume 2 of 3, September 1990). The 1990 population was 335,113 (based on Attachment 9 of PAM/T 96-13). The projected 2010 population is 511,400, or an increase of 152.6% over the 1990 population. By applying this same rate of increase to the desired industrial allocation, it is estimated that 17,342.99 acres of industrial should be accommodated. As outlined above, the current FLUM currently has allocated approximately 21,500 acres of land that could be developed for industrial uses.

While this land use allocation has been provided by the FLUM, Attachment 13 and 14 of PAM/T 96-13 demonstrates that through the year 1996, there was only a demand of 1,440.3 acres of industrial, or approximately 10,084,000 square feet (which translates into an intensity of about 7,000 square feet per acre). Based on this data, there is currently more than 20,000 acres of land that could accommodate industrial uses than the actual demand (as tracked in Attachment 14) for industrial development.

As indicated in the Lee County 2020 Planning Community allocation tables (attached), there are 2,296 acres of industrial land use available in the Gateway/Airport Planning Community, 332 industrial acres available in the South Fort Myers Planning Community, and 160 in the San Carlos Estero Community. These three Planning Communities surround the Daniels Road Planning Community, and represent the majority of the main concentrations of industrial allocations for Lee County. Combined, there are in excess of 2,788 available acres of industrial allocations within the surrounding Planning Communities. Again for comparison, Attachment 14 of PAM/T 96-13 tracks the annual acreage demand for industrial in Lee County since 1930. The result is that on average, Lee County consumes approximately 20 acres of industrial per year over that time frame, with peak demand for 63.63 acres per year (1985). Based on the highest annual demand for industrial acreage, the current allocation represents more than a 43.8-year supply – well beyond the 2010 time frame established in Policy 7.1.4.

Finally, assuming that 50% of the available acreage within the Mixed Use Interchange land use category were actually converted to industrial use, it would represent approximately 31.6 acres, or less than 1.1% of the current available industrial acreage. Based on this data and analysis, and the current adequate supply of industrial land, the conversion of this land use category to Outlying Suburban would have a negligible effect on Policy 7.1.4.

G. The application lacks justification that is supported with adequate data and analysis. For example, the application provides the statement that "the demand for commercial within this quadrant of Interstate 75 can still be accommodated in the vacant 35+ acres that are still designated as General Interchange." The application provides little justification for the need for additional low-density development in Lee County.

The proposed amendment is required, and/or appropriate, for a variety of reasons, which are all based in sound planning principles. The first issue is that of need. In evaluating the large, urban sites available for golf course communities, there are virtually no remaining parcels that have not been identified for development. In order to realistically be developed as a golf course community, a parcel in excess of 350 acres is required, but a parcel in excess of 450 acres is desired. This is the only remaining site, of sufficient size and unified control to be realistically considered for development as a golf course community. If urban sites are discouraged from development as residential communities, it increases development pressure at the edges of the urban land use categories.

The second issue is compatibility. The current and anticipated development to the north and west of the subject property is low-density residential uses. By converting this project to a lower density residential use, the transition to adjacent residential developments such as Danforth RPD, and the larger estate tracts to the north are made much more smoothly. Despite the buffers and transitional areas, the transition from industrial, to commercial to residential would have been challenging. Further, the amount of development permitted by the current land use category is significantly more intense than is being requested. This high level of intensity was a major concern of Lee County's, particularly as it related to road impacts on Palomino and Daniels Parkway. The proposed development will reduce this intensity, and thereby minimizing potential impacts on the roadway LOS.

The third issue is market. Originally this site was approved for a regional mall. As has been evidenced over the last year by the submittal of two alternative mall sites, and by the abandonment of the DRI, this site was not a viable regional mall site. Staff acknowledged this change in viability on page 6 of 33 of the Staff Report for PAM/T 98-07. This site also has significant competition for the mid-scale retail center, in that 6 miles to the west is the very vibrant Bell Tower Shoppes, and within 5 miles to the south is the approved Three Oaks commercial center. Opportunities for development as a mid-scale center are also adversely impacted by the existing development of the Daniels Road frontage for tourist oriented uses. Neighborhood retail uses are further limited, in that there have been significant approvals for Grocery Store anchored developments within 1-4 miles of the site, including the Shoppes at Fiddlesticks (100,000), Daniels Falls CPD (100,000), the Colony CPD (60,000), US Communities/Riverside Baptist Church CPD (30,000), Palomino Park CPD (80,000), the Brookshire Albertsons (150,000) and others (see attached project descriptions). These projects have resulted in the approval of over 500,000 square feet of neighborhood retail uses.

The fourth issue is the ability to still provide some retail and office uses adjacent to the proposed development, augmented by internal vehicular and pedestrian access – which was a goal of Policy 1.3.6. Between Daniels Parkway and the proposed development, there are over 40 acres of land that are currently approved for office or retail uses, or could be approved for office or retail uses. This future development could still provide the opportunity for an employment base close to residential (including Danforth RPD, the Legends and the Renaissance Development). This approach is still consistent with the position taken by staff on page 7 of 33 of the Staff Report for PAM/T 98-07, which was, "It is the intent of this new category to not only provide residential opportunities with convenient access to I-75 for their working commute, but also to provide these residents convenient pedestrian accessible retail for their after work needs."

Should you have any questions concerning the responses in this submittal, please do not hesitate to contact me.

Sincerely,
Vanasse & Daylor, LLP

Mitchel A. Hutchcraft

Mitch Hutchcraft, AICP, ASLA
Executive Vice President

LEE COUNTY
SOUTHWEST FLORIDA

Lee County Board of County Commissioners
Department of Community Development
Division of Planning
Post Office Box 398
Fort Myers, FL 33902-0398
Telephone: (941) 479-8585
FAX: (941) 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: _____

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.

9.27.00 _____
DATE SIGNATURE OF OWNER OR AUTHORIZED REPRESENTATIVE

I. APPLICANT/AGENT/OWNER INFORMATION

Worthington of Renaissance LLC
APPLICANT

14291 Metro Parkway Bldg 1300
ADDRESS

Ft. Myers | FL | 33912
CITY | STATE | ZIP

(941) 561-46646 | (941) 561-4676
TELEPHONE NUMBER | FAX NUMBER

Mitchel A. Hutcheraft, ASLA, AICP
AGENT*

12730 New Brittany Blvd, Suite 600
ADDRESS

Ft. Myers | FL | 33907
CITY | STATE | ZIP

(941) 437-4601 | (941) 437-46316
TELEPHONE NUMBER | FAX NUMBER

Worthington of Renaissance LLC
OWNER(s) OF RECORD

14291 Metro Parkway Bldg 1300
ADDRESS

Ft. Myers | FL | 33912
CITY | STATE | ZIP

(941) 561-46646 | (941) 561-4676
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.

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 19)
List Number(s) of Map(s) to be amended
Map 1

B. SUMMARY OF REQUEST (Brief explanation):
Convert 153 +/- acres of mixed use interchange and General Interchange to outlying suburbs. The result will be a reduction in intensity by converting these commercial areas to residential.

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

A. Property Location:

1. Site Address: 13050 Daniport Blvd.
2. STRAP(s): See attached list

B. Property Information

Total Acreage of Property: 153.2 +/-

Total Acreage included in Request: 153.2 +/-

Area of each Existing Future Land Use Category:

Total Uplands: 126.91

Total Wetlands: 26.29

Current Zoning: MPD, AG-2 + CPD

Current Future Land Use Designation: Mixed use interchange + General Interchange

Existing Land Use: VACANT, SCATTERED RESIDENTIAL

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:

CONVERT TO OUTLYING SUBURBAN

E. Potential development of the subject property:

1. Calculation of maximum allowable development under existing FLUM:

Residential Units/Density: 500 RESIDENTIAL UNITS

Commercial intensity: 275,000 SQUARE FEET

Industrial intensity: 300,000 SQUARE FEET

2. Calculation of maximum allowable development under proposed FLUM:

Residential Units/Density: 474 RESIDENTIAL UNITS (Based on 158 Acres)

Commercial intensity: MINIMAL

Industrial intensity: N/A

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)

158 × 3 = 474

153 × 3 = 459

153.2 × 3 = 459.6

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.

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.

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.

4. Map and describe existing zoning of the subject property and surrounding properties.

5. The legal description(s) for the property subject to the requested change.

6. A copy of the deed(s) for the property subject to the requested change.

7. An aerial map showing the subject property and surrounding properties.

8. If applicant is not the owner, a letter from the owner of the property authorizing the applicant to represent the owner.

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.

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.

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

   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.

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).

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.

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.

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.

3. Describe how the proposal affects adjacent local governments and their comprehensive plans.

4. List State Policy Plan and Regional Policy Plan goals and policies which are relevant to this plan amendment.

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.

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.

3. Requests involving lands in critical areas for future water supply must be evaluated based on policy 2.4.2.

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

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	$500.00 each
Map Amendment > 20 Acres	$500.00 and $20.00 per 10 acres up to a maximum of $2,255.00
Text Amendment Flat Fee	$1,250.00 each

AFFIDAVIT

I, Mitchel A. Hutchcraft, 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 for the purpose of investigating and evaluating the request made through this application.

Signature of owner or owner-authorized agent

9.27.2000
Date

Mitchel A. Hutchcraft
Typed or printed name

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was certified and subscribed before me this 27th day of Sept. ~~19~~ 2000 by Mitchel A. Hutchcraft, who is personally known to me ~~or who has produced~~ as identification.

(SEAL)

D. M. WAKEMAN
Notary Public - State of Florida
My Commission Expires Jun 29, 2004
Commission # CC951971

Signature of notary public

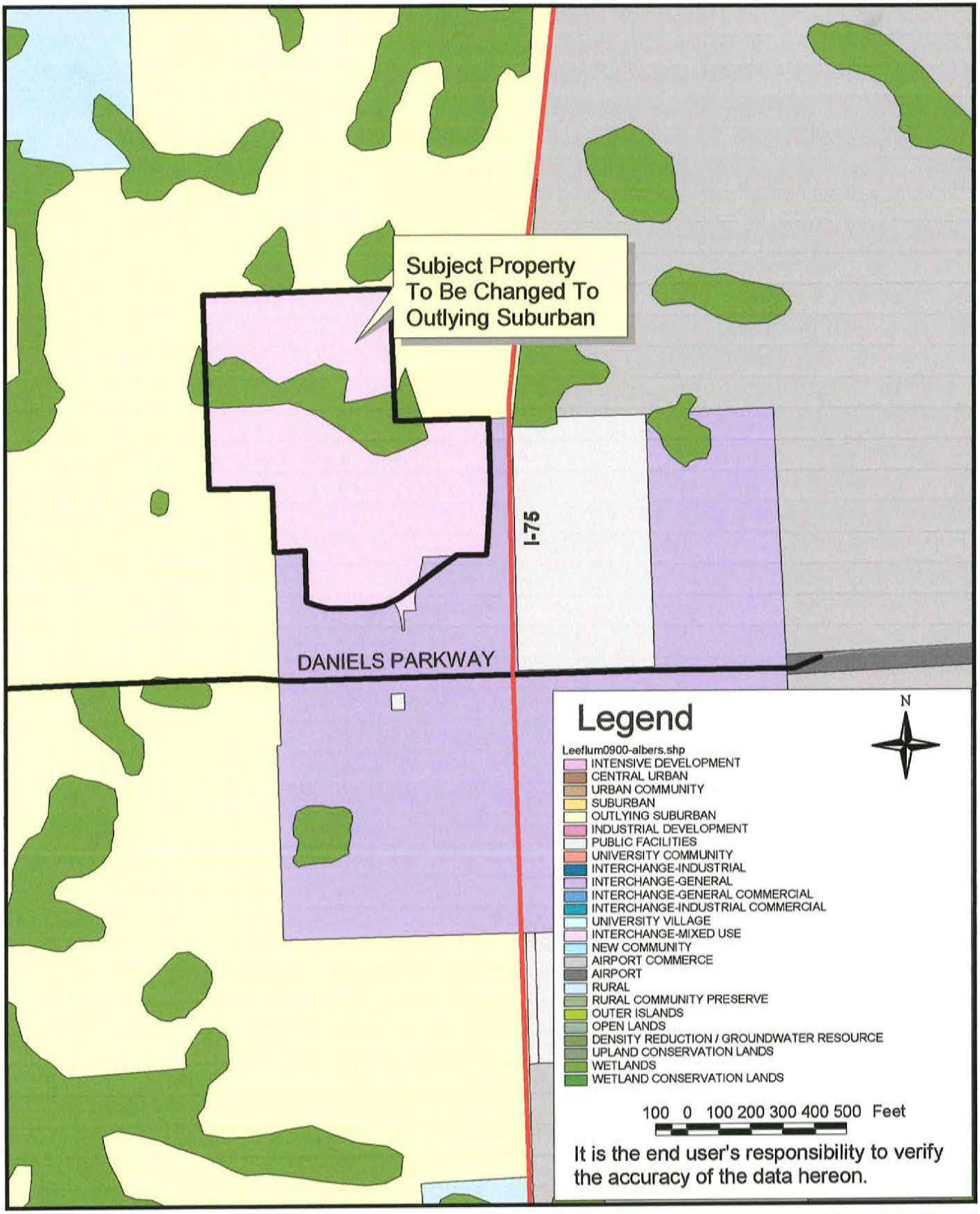
D. M. WAKEMAN
Printed name of notary public

Renaissance Lee Plan Future Land Use Amendment

STRAP	Owner	Site Address	TRIM
15-45-25-00-00001.0110	WORTHINGTON OF RENAISSANCE LLC	12751 MORGAN HILL RD Fort Myers 33912	2000 TRIM
15-45-25-00-00001.0270	WORTHINGTON OF RENAISSANCE LLC	12750 MORGAN HILL RD Fort Myers 33912	2000 TRIM
15-45-25-00-00001.0300	WORTHINGTON OF RENAISSANCE LLC	12930 MORGAN HILL RD Fort Myers 33912	2000 TRIM
22-45-25-00-00002.1270	WORTHINGTON OF RENAISSANCE LLC	13001 MUSTANG LN Fort Myers 33912	2000 TRIM
22-45-25-01-0000A.0030	WORTHINGTON OF RENAISSANCE LLC	13310 DANPORT BLVD Fort Myers 33912	2000 TRIM
22-45-25-01-0000A.0040	WORTHINGTON OF RENAISSANCE LLC	13280 DANPORT BLVD Fort Myers 33912	2000 TRIM
22-45-25-01-0000A.0050	WORTHINGTON OF RENAISSANCE LLC	13250 DANPORT BLVD Fort Myers 33912	2000 TRIM
22-45-25-01-0000A.0060	WORTHINGTON OF RENAISSANCE LLC	13220 DANPORT BLVD Fort Myers 33912	2000 TRIM
22-45-25-01-0000A.0070	WORTHINGTON OF RENAISSANCE LLC	13190 DANPORT BLVD Fort Myers 33912	2000 TRIM
22-45-25-01-0000A.0080	WORTHINGTON OF RENAISSANCE LLC	13160 DANPORT BLVD Fort Myers 33912	2000 TRIM
22-45-25-00-00001.0260	WORTHINGTON OF RENAISSANCE LLC	13061 PALOMINO LN Fort Myers 33912	2000 TRIM
22-45-25-00-00002.1000	WORTHINGTON OF RENAISSANCE LLC	13397 MUSTANG LN Fort Myers 33912	2000 TRIM
22-45-25-00-00002.1010	WORTHINGTON OF RENAISSANCE LLC	13060 MUSTANG LN Fort Myers 33912	2000 TRIM
22-45-25-00-00002.102A	WORTHINGTON OF RENAISSANCE LLC	13371 Mustang Ln Fort Myers 33912	2000 TRIM
22-45-25-00-00002.1080	WORTHINGTON OF RENAISSANCE LLC	13050 DANPORT BLVD Fort Myers 33912	2000 TRIM
22-45-25-00-00002.1150	WORTHINGTON OF RENAISSANCE LLC	13200 DANPORT BLVD Fort Myers 33912	2000 TRIM
22-45-25-00-00002.1160	WORTHINGTON OF RENAISSANCE LLC	13330 MUSTANG LN Fort Myers 33912	2000 TRIM
22-45-25-00-00002.116A	WORTHINGTON OF RENAISSANCE LLC	13180 MUSTANG LN Fort Myers 33912	2000 TRIM
22-45-25-00-00002.1180	WORTHINGTON OF RENAISSANCE LLC	13160 MUSTANG LN Fort Myers 33912	2000 TRIM
22-45-25-00-00002.118A	WORTHINGTON OF RENAISSANCE LLC	13130 MUSTANG LN Fort Myers 33912	2000 TRIM
22-45-25-00-00002.1260	WORTHINGTON OF RENAISSANCE LLC	13301 DANPORT BLVD Fort Myers 33912	2000 TRIM

22-45-25-01-0000A.0090	WORTHINGTON OF RENAISSANCE LLC	13130 DANPORT BLVD Fort Myers 33912	2000 TRIM
22-45-25-01-0000A.0100	WORTHINGTON OF RENAISSANCE LLC	13070 DANPORT BLVD Fort Myers 33912	2000 TRIM
22-45-25-01-0000B.0030	WORTHINGTON OF RENAISSANCE LLC	13201 DANPORT BLVD Fort Myers 33912	2000 TRIM
22-45-25-01-0000B.0040	WORTHINGTON OF RENAISSANCE LLC	13151 DANPORT BLVD Fort Myers 33912	2000 TRIM
22-45-25-01-0000B.0050	WORTHINGTON OF RENAISSANCE LLC	13091 DANPORT BLVD Fort Myers 33912	2000 TRIM
22-45-25-01-0000B.0060	WORTHINGTON OF RENAISSANCE LLC	13031 DANPORT BLVD Fort Myers 33912	2000 TRIM
15-45-25-00-00001.0160	WORTHINGTON OF RENAISSANCE LLC	12951 MORGAN HILL RD Fort Myers 33912	2000 TRIM
15-45-25-00-00001.0180	WORTHINGTON OF RENAISSANCE LLC	12901 MORGAN HILL RD Fort Myers 33912	2000 TRIM
22-45-25-00-00002.1020	WORTHINGTON OF RENAISSANCE LLC	13231 DANPORT BLVD Fort Myers 33912	2000 TRIM

Source: http://www.property-appraiser.lee.fl.us



V&D VANASSE & DAYLOR, LLP

12730 New Brittany Blvd., Suite 600
Fort Myers, Florida 33907
Tel: 941-437-4601 Fax: 947-437-4636

3001 Tamiami Trail North, Suite 206
Naples, Florida 34103
Tel: 941-403-0223 Fax: 941-263-5096

Renaissance South

Future Land Use Map Ammendment

Sources: Lee County

Scale: 1" = 5,000'
Date: 03/28/01

Map 1

LEGAL DESCRIPTION
FOR
153 COMP PLAN AMENDMENT AREA

A PARCEL OF LAND LYING IN SECTIONS 15 AND 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, SAID LAND BEING SITUATED WEST OF I-75 AND NORTH OF DANIELS ROAD AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH ¼ CORNER OF SECTION 15, TOWNSHIP 45 SOUTH, RANGE 25 EAST; SAID POINT ALSO BEING THE NORTHWEST CORNER OF DANPORT CENTER PLAT BOOK 36, PAGES 118 THROUGH 120,
THENCE ALONG THE NORTH LINE OF SAID PLAT AND THE SOUTH LINE OF SECTION 15,
N 89°33'10" E, A DISTANCE OF 955.04' TO A POINT MARKING THE NORTHEAST CORNER OF SAID PLAT AND ALSO BEING ON THE WEST RIGHT OF WAY OF INTERSTATE 75;
THENCE ALONG SAID RIGHT OF WAY AND SAID PLAT THE FOLLOWING BEARINGS AND DISTANCE CALLS:
THENCE S 00°29'46" E, A DISTANCE OF 720.92' TO A POINT;
THENCE S 03°21'36" W, A DISTANCE OF 518.59' TO A POINT;
THENCE S 07°47'14" W, A DISTANCE OF 157.00' TO A POINT MARKING THE SOUTHEAST CORNER OF LOT 3 OF "DANPORT CENTER" AS RECORDED IN PLAT BOOK 36 PAGES 118 THROUGH 120; THENCE WITH THE SOUTH LINE OF SAID LOT 3,
S 88°58'07" W, A DISTANCE OF 322.37' TO A POINT; THENCE LEAVING SAID RIGHT OF WAY AND CONTINUING ON SAID PLAT;
THENCE S 53°11'00" W, A DISTANCE OF 783.03' TO A POINT MARKING THE NORTHEAST CORNER OF "DANPORT CENTER PHASE 1A" AS RECORDED IN PLAT BOOK 49 PAGES 87 THROUGH 92; THENCE WITH THE NORTH LINE OF SAID PLATTED LANDS AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 24°44'22", AN ARC DISTANCE OF 259.07', RADIUS OF 600.00', WITH A CHORD BEARING OF S 76°36'00" W, A DISTANCE OF 257.06' TO A POINT;
THENCE S 88°58'10" W, A DISTANCE OF 330.70' TO A POINT;
THENCE AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 31°18'37",
AN ARC DISTANCE OF 327.88', HAVING A RADIUS OF 600.00',
WITH A CHORD BEARING OF N 75°22'33" W, A DISTANCE OF 323.82' TO A POINT;
THENCE LEAVING SAID PLAT AND RUNNING N 01°02'12" W, A DISTANCE OF 515.36' TO A POINT;
THENCE S 89°34'24" W, A DISTANCE OF 322.37' TO A POINT,
THENCE N 01°02'20" W, A DISTANCE OF 661.67' TO A POINT
THENCE S 89°34'28" W, A DISTANCE OF 644.79' TO A POINT ON THE EAST LINE OF THE WEST ½ OF THE NORTHWEST ¼ OF THE NORTHWEST ¼, AND BEING NEAR THE CENTERLINE OF PALOMINO LANE;
THENCE N 01°02'35" W, A DISTANCE OF 1323.36' TO A POINT;
THENCE N 01°05'26" W, A DISTANCE OF 1324.29' TO A POINT;
THENCE LEAVING SAID EAST LINE AND RUNNING N 89°34'58" E, A DISTANCE OF 1936.08' TO A POINT;
THENCE S 01°00'03" E, A DISTANCE OF 1324.08' TO THE POINT OF BEGINNING.

CONTAINING 153.28 ACRES MORE OR LESS.

LESS AND EXCEPT A BILLBOARD PARCEL DESCRIBED AS FOLLOWS:

A PORTION OF LAND LYING IN SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; BEING PART OF THE DANPORT CENTER AS RECORDED IN PLAT BOOK 36, PAGES 118 THROUGH 120 OF THE OFFICIAL RECORDS OF LEE COUNTY, FLORIDA; SAID LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE DANPORT CENTER, PLAT BOOK 36, PAGES 118-120, THE POINT ALSO BEING ON THE WEST RIGHT OF WAY OF INTERSTATE 75; THENCE ALONG THE EAST LINE OF SAID PLAT AND SAID RIGHT OF WAY, S 00°29'46" E, A DISTANCE OF 52.95' TO A POINT MARKING THE NORTHEAST CORNER OF A PROPOSED BILLBOARD PARCEL AND BEING THE TRUE POINT OF BEGINNING.

THENCE CONTINUING ALONG SAID PLATTED LINE AND RIGHT OF WAY, S 00°29'46" E, A DISTANCE OF 50.00' TO A POINT; THENCE LEAVING SAID PLATTED LINE AND RIGHT OF WAY, S 89°30'14" W, A DISTANCE OF 71.85' TO A POINT;
THENCE N 00°29'46" E, A DISTANCE OF 50.00' TO A POINT;
THENCE N 89°30'14" E, A DISTANCE OF 71.85' TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.082 ACRES, MORE OR LESS

(See Attached Boundary Sketch)

Surveyor and Mapper in Responsible Charge:
Roger H. Harrah, LS #5294
Professional Surveyor and Mapper
Community Engineering Services, Inc.
9200 Bonita Beach Road, Suite 213
Bonita Springs, FL 34135
LB #6572

Signed: _____
Roger H. Harrah, P.L.S.

Date: 03-29-01

LETTER OF AUTHORIZATION

TO LEE COUNTY COMMUNITY DEVELOPMENT

The undersigned do hereby swear or affirm that they are the fee simple title holders and owners of record of property commonly known as Renaissance *and legally described in exhibit A attached hereto.*

The property described herein is the subject of an application for zoning or development. We hereby designate Mitchel Hutchcraft *as the legal representative of the property and as such, this individual is authorized to legally bind all owners of the property in the course of seeking the necessary approvals to develop. This authority includes but is not limited to the hiring and authorizing of agents to assist in the preparation of applications, plans, surveys, and studies necessary to obtain zoning and development approval on the site. This representative will remain the only entity to authorize development activity on the property until such time as a new or amended authorization is delivered to Lee County.*

Scott Connell V.P.
Owner (signature)*
Scott Connell V.P.
Printed Name
Worthington of Renaissance LLC

Owner (signature)*
Printed Name

Owner (signature)*
Printed Name

Owner (signature)*
Printed Name

STATE OF FLORIDA
COUNTY OF LEE

Sworn to (or affirmed) and subscribed before me this 14 day of March, 2001, by Scott Connell, who is personally known to me or who has produced _____ as identification.

Wendy L. Lofgren
Notary Public

(SEAL)

WENDY L. LOFGREN
MY COMMISSION # CC 774303
EXPIRES: October 2, 2002
Bonded Thru Notary Public Underwriters

Wendy L. Lofgren
(Name typed, printed or stamped)

INSTR # 4959588
OR BK 03301 PG 3937
RECORDED 09/11/00 12:19 PM
CHARLIE GREEN CLERK OF COURT
LEE COUNTY
RECORDING FEE 37.50
DOC TAX PD(F.S.201.02) 46,900.00
DEPUTY CLERK K Cartwright

Prepared By & Return To:
VICTOR L. STOSIK, ESQ.
701 Brickell Avenue
Suite 1400
Miami, FL 33131

COPY

WARRANTY DEED

THIS WARRANTY DEED, made and executed this 31st day of AUGUST, 2000, by DANIELS-I75 ASSOCIATES, LTD., a Florida limited partnership (hereinafter referred to as the "Grantor"), to WORTHINGTON OF RENAISSANCE, LLC, a Florida limited liability company, whose mailing address is 14291 Metro Parkway, Building 1300, Fort Myers, Florida 33912 (hereinafter referred to as the "Grantee").

W I T N E S S E T H:

THAT, the said Grantor, for and in consideration of the sum of TEN and 00/100 ($10.00) DOLLARS, and for other good and valuable considerations, in hand paid to the said Grantor by the said Grantee, the receipt, adequacy and sufficiency of which are hereby acknowledged, by these presents, has granted, bargained and sold to the said Grantee, and its successors and assigns forever, the following-described real property, situate, lying and being in the County of Lee, State of Florida, to wit:

A portion of Sections 15 and 22, Township 45 South, Range 45 East, Lee County, Florida, and being more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof.

Tax parcel (folio) property identification number: See Exhibit "B" attached hereto and by this reference made a part hereof.

The aforesaid property is conveyed subject to the following:

1. Real estate taxes for the year 2000.

2. Zoning, restrictions, prohibitions and other requirements imposed by governmental authority.

3. Restrictions, easements and other matters of record.

4. Purchase money first mortgage from the said Grantee to the said Grantor, in the original principal amount of $[redacted] dated August 31, 2000, which is being recorded contemporaneously with the recording of this Warranty Deed.

TOGETHER WITH all rights, interests, tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple unto the said Grantee, and the successors and assigns of the said Grantee, forever.

AND the said Grantor hereby covenants with the said Grantee that the said Grantor is lawfully seized of said property in fee simple; that the said Grantor has good right and lawful authority to sell and convey the property to the said Grantee; that the said Grantor hereby fully warrants the title to the property and will defend the same against the lawful claims of all persons whomsoever; and that the property is free and clear of all encumbrances.

IN WITNESS WHEREOF, the said Grantor has hereunto set the said Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

Celia E. Morales
Name: Celia E. Morales

Victor L. Stosik
Name: Victor L. Stosik

DANIELS-I75 ASSOCIATES, LTD.,
a Florida limited partnership

By: Newcaster Devcorp, Inc., a Florida corporation, its general partner

By: _____
Elias Vassilaros
Executive Vice President

701 Brickell Avenue, Suite 1400
Miami, Florida 33131-2822

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, personally appeared Elias Vassilaros, the Executive Vice President of Newcaster Devcorp, Inc., a Florida corporation, the sole general partner of Daniels-I75 Associates, Ltd., a Florida limited partnership, known to me to be the individual described herein, and he did certify and swear to me that he executed freely and voluntarily the foregoing Warranty Deed for the purposes therein expressed, and in his capacity therein stated on behalf of the corporation, on behalf of the limited partnership. He is personally known to me.

WITNESS my hand and official seal at Miami, Miami-Dade County, Florida, this 31st day of August, 2000.

Victor L. Stosik
Name: _____
Notary Public, State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
OFFICIAL NOTARY SEAL
VICTOR L STOSIK
COMMISSION NUMBER
CC707824
MY COMMISSION EXPIRES
FEB. 3,2002

EXHIBIT "A"

PARCEL 1

LOTS 3, 4, 5, 6, 7, 8, 9 AND 10, BLOCK A, AND LOTS 3, 4, 5 AND 6, BLOCK B, DANPORT CENTER, A SUBDIVISION LYING IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, AND RECORDED IN PLAT BOOK 36 AT PAGES 118, 119, AND 120, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. LESS AND EXCEPT THAT PORTION OF LOT 6, BLOCK B, AS CONVEYED IN O.R. BOOK 1951, PAGE 2942, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

PARCEL 1-A

THAT PORTION OF LAND LYING WEST OF THE CENTERLINE OF THE VACATED PORTION OF DANPORT BLVD AS RECORDED IN PLAT BOOK 36 PAGE 119 IN THE OFFICES OF LEE COUNTY FLORIDA...(SAID VACATION BEING DESCRIBED IN OR BOOK 2331 AT PAGE 33)...AND THAT LIES EAST OF "LOTS 3,4,AND 5 OF BLOCK A" OF SAID PLAT, AS MEASURED PERPENDICULAR TO THE CENTERLINE OF SAID ROAD RIGHT OF WAY FROM THE SOUTHEAST CORNER OF LOT 3 AND EXTENDING TO THE NORTHERN TERMINUS OF THE AFOREMENTIONED VACATED ROADWAY.

PARCEL 2

TRACT 318 OF COLONIAL RANCHETTES, INC., UNIT 3, AN UNRECORDED SUBDIVISION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHEAST QUARTER (NE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) AND THE NORTH HALF (N ½) OF THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼), SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA.

PARCEL 4

THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHWEST (SW ¼) OF THE SOUTHWEST QUARTER (SW ¼); AND THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHWEST QUARTER (SW ¼); AND THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHWEST QUARTER (SW ¼), OF SECTION 15, TOWNSHIP 45 SOUTH, RANGE 25 EAST, AND TRACT 39 OF COLONIAL RANCHETTES, INC., AND UNRECORDED SUBDIVISION MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF THE NORTHWEST QUARTER (NW ¼), SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA.

PARCEL 5

TRACT #316 OF COLONIAL RANCHETTES, INC., UNIT #3, AN UNRECORDED SUBDIVISION MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST; AND TRACT #317, OF COLONIAL RANCHETTES, INC., UNIT #3, AN UNRECORDED SUBDIVISION MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA.

PARCEL 7

A TRACT OF LAND LYING IN LOT 6, BLOCK B, DANPORT CENTER, A SUBDIVISION LYING IN THE NORTHEAST QUARTER (NE ¼) OF SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, AND RECORDED IN PLAT BOOK 36, AT PAGES 118, 119 AND 120 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 6, BLOCK B; THENCE RUN SOUTH 00°29'46" EAST ALONG THE EAST LINE OF SAID LOT 6, BLOCK B FOR 80.00 FEET; THENCE RUN NORTH 51°47'55" WEST FOR 128.13 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 6, BLOCK B; THENCE RUN NORTH 89°33'56" EAST ALONG SAID NORTH LINE FOR 100.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH EASEMENTS FOR INGRESS AND EGRESS OVER THOSE PROPERTIES DESCRIBED IN O.R. BOOK 511, PAGE 519, AND AS SET FORTH IN AN INSTRUMENT RECORDED IN O.R. BOOK 1742, PAGES 124 AND 125, PUBLIC RECORDS OF LEE COUNTY, FLORIDA (SAID ROADWAY EASEMENTS BEING COMMONLY KNOWN AS PALOMINO LAND AND DARTMOORE LANE) (AS TO PARCELS 2, 3, 4, 5, AND 6).

PARCEL F

TRACTS 26 AND 27 IN AN UNRECORDED SUBDIVISION OF JOHN C. DAVIS ACCORDING TO THE PLAT BY GERALD W. SMITH, SURVEYOR, DATED NOVEMBER 10, 1966, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHWEST QUARTER (SW ¼), SECTION 15, TOWNSHIP 45 SOUTH, RANGE 25 EAST, SUBJECT TO EASEMENTS FOR ROADWAY PURPOSES OVER AND ACROSS THE WEST 30 FEET THEREOF. TOGETHER WITH INGRESS AND EGRESS OVER AND ACROSS ROAD EASEMENT, DESCRIBED AS FOLLOWS: THE WEST 30 FEET OF THE EAST HALF (E ½) OF THE EAST HALF (E ½) OF THE WEST HALF (W ½) OF SECTION 15, AND THE EAST 30 FEET OF THE WEST HALF (W ½) OF THE EAST HALF (E ½) OF THE WEST HALF (W ½) OF SECTION 15, TOWNSHIP 45 SOUTH, RANGE 25 EAST. ALSO INGRESS AND EGRESS OVER AND ACROSS THE NORTH 60 FEET OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 15, TOWNSHIP 45 SOUTH, RANGE 25 EAST.

PARCEL G

THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 15, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA.

PARCEL H

NORTH HALF (N ½) OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 15, TOWNSHIP 45 SOUTH, RANGE 25 EAST, SUBJECT TO EASEMENT FOR RIGHT-OF-WAY PURPOSES OVER WEST THIRTY (30) FEET THEREOF, TOGETHER WITH INGRESS AND EGRESS OVER ROAD EASEMENT AS FOLLOWS:

WEST THIRTY (30) FEET OF EAST HALF (E ½) OF THE EAST HALF (E ½) OF THE WEST HALF (W ½) OF SECTION 15 AND THE EAST THIRTY (30) FEET OF THE WEST HALF (W ½) OF SECTION 15 AND EAST THIRTY (30) FEET OF THE WEST HALF (W ½) OF THE EAST HALF (E ½) OF THE WEST HALF (W ½) OF SECTION 15, TOWNSHIP 45 SOUTH, RANGE 25 EAST, ALSO INGRESS AND EGRESS OVER AND ABOVE NORTH 60 FEET OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 15, TOWNSHIP 45 SOUTH, RANGE 25 EAST, BEING TRACT 25, SUBDIVISION OF JOHN C. DAVIS.

PARCEL I

TRACT TWENTY-FOUR (24) IN AN UNRECORDED SUBDIVISION OF JOHN C. DAVIS ACCORDING TO PLAT BY GERALD W. SMITH, SURVEYOR, DATED NOVEMBER 10, 1966, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH HALF (S ½) OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHWEST QUARTER (SW ¼), SECTION 15, TOWNSHIP 45 SOUTH, RANGE 25 EAST, SUBJECT TO EASEMENTS FOR ROADWAY PURPOSES OVER AND ACROSS THE WEST THIRTY (30) FEET THEREOF; TOGETHER WITH INGRESS AND EGRESS OVER AND ACROSS ROAD EASEMENT, DESCRIBED AS FOLLOWS: THE WEST THIRTY (30) FEET OF THE EAST HALF (E ½) OF THE EAST HALF (E ½) OF THE WEST HALF (W ½) OF SECTION 15, AND THE EAST THIRTY (30) FEET OF THE WEST HALF (W ½) OF THE EAST HALF (E ½) OF THE WEST HALF (W ½) OF SECTION 15, TOWNSHIP 45 SOUTH, RANGE 25 EAST, ALSO INGRESS AND EGRESS OVER AND ACROSS THE NORTH SIXTY (60) FEET OF THE NORTHWEST QUARTER (NW ¼), SECTION 15, TOWNSHIP 45 SOUTH, RANGE 25 EAST.

PARCEL J

THE WEST HALF (W ½) OF THE NORTHWEST QUARTER (NW ¼ OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼), SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA. ALSO KNOWN AS TRACTS 330 AND 331 OF COLONIAL RANCHETTES, INC., UNIT #3, AN UNRECORDED SUBDIVISION.

PARCEL K

TRACT 329 OF COLONIAL RANCHETTES, INC., UNIT #3, AN UNRECORDED SUBDIVISION, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA.

PARCEL L

TRACT 319 AND 326 OF COLONIAL RANCHETTES, INC., UNIT #3, AN UNRECORDED SUBDIVISION MORE PARTICULARLY DESCRIBED AS FOLLOWS: TRACT 319: THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼), SUBJECT TO EASEMENTS FOR ROADWAY PURPOSES OVER AND ACROSS THE EAST 30 FEET THEREOF, AND TRACT 316: THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼), SUBJECT TO EASEMENTS FOR ROADWAY PURPOSES OVER AND ACROSS THE WEST 30 FEET THEREOF, SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST. TOGETHER WITH INGRESS AND EGRESS OVER AND ACROSS ROAD EASEMENTS AS DESCRIBED IN O.R. BOOK 511, PAGES 518 THROUGH 519, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

AND

TRACTS 327 AND 328 OF COLONIAL RANCHETTES, INC., UNIT #3, AN UNRECORDED SUBDIVISION, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) AND THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼), SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, SUBJECT TO EASEMENTS FOR ROADWAY PURPOSES OVER AND ACROSS THE WEST THIRTY FEET THEREOF; TOGETHER WITH INGRESS AND EGRESS OVER AND ACROSS ROAD EASEMENTS AS DESCRIBED IN O.R. BOOK 511, PAGES 518-519, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

PARCEL M

TRACTS 320 AND 325 OF COLONIAL RANCHETTES, INC., UNIT #3, AN UNRECORDED SUBDIVISION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 320: THE NORTHWEST QUARTER (NW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHWEST QUARTER (NW ¼). SUBJECT TO EASEMENT FOR ROADWAY PURPOSES OVER AND ACROSS THE EASTERLY THIRTY (30) FEET THEREOF; AND

TRACT 325: THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHWEST QUARTER (NW ¼). SUBJECT TO EASEMENT FOR ROADWAY PURPOSES OVER AND ACROSS THE WESTERLY THIRTY (30) FEET THEREOF;

ALL IN SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA.

PARCEL N

THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, LESS AND EXCEPT THE PORTION THEREOF INCLUDED IN THE PLAT OF DANPORT CENTER, PHASE 1-A, PART 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 49, PAGES 87 THROUGH 92, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

PARCEL O

THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, LESS AND EXCEPT THE PORTION THEREOF INCLUDED IN THE PLAT OF DANPORT CENTER, PHASE 1-A, PART 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 49, PAGES 87 THROUGH 92, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

AND

THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, LESS AND EXCEPT THE

PORTION THEREOF INCLUDED IN THE PLAT OF DANPORT CENTER, PHASE 1-A, PART 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 49, PAGES 87 THROUGH 92, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

PARCEL Q

THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA.

PARCEL R

THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA

EXHIBIT "B"

22-45-25-00-00002.1260
22-45-25-01-0000B.0060
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22-45-25-01-0000A.0040
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22-45-25-00-00002.118A
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THIS INSTRUMENT PREPARED BY AND RETURN TO:

SCOTT A. ELK, ESQUIRE
ELK, BANKIER & CHRISTU
4800 North Federal Highway
Suite 200-E
Boca Raton, Florida 33431

SPECIAL WARRANTY DEED

THIS WARRANTY DEED, is made this 26th day of FEBRUARY, 2001, between **SOWAMCO VI OF TEXAS, INC.**, a Texas corporation, as sole General Partner and Liquidator pursuant to the provisions of Article XIII of the Partnership Agreement of SOWAMCO VI, LTD., a Texas limited partnership as created and established by the filing of a Certificate of Limited Partnership on August 25, 1993, whose address is 6400 Imperial Drive, Waco, Texas 76712, hereinafter called the Grantor, and **WORTHINGTON OF RENAISSANCE, LLC,** a Florida limited liability company, whose Tax Identification Number is _____ and whose address is 14291 Metro Parkway, Building 1300, Fort Myers, Florida 33912, hereinafter called the Grantee.

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of Ten ($10.00) Dollars to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, its successors and assigns forever, the following described property, lying and being in Lee County, Florida, to wit:

See Exhibit "A" attached hereto and made a part hereof.

SUBJECT TO:

(1) comprehensive land use plans zoning, restrictions, prohibitions and other requirements imposed by governmental authority;
(2) restrictions and other matters common to the subdivision, if any,
(3) public utility easements bordering along the property lines provided none of the above interferes with the use and enjoyment of the property by owner or owner's intended use; and
(4) ad valorem real property taxes and assessments for the year 2001 and subsequent years.

P.I.N. 22-45-25-01-0000A.0010 / 22-45-25-01-0000A.0020 / 22-45-25-01-0000B.0010 / 22-45-25-01-0000B.0020

AND the Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend same against the lawful claims of all persons claiming by, through or under the said Grantor.

IN WITNESS WHEREOF, the Grantor has set its hand and seal this 26th day of February, 2001.

Signed, sealed and delivered
in the presence of:

SOWAMCO VI OF TEXAS, INC., a Texas corporation as sole General Partner and Liquidator pursuant to the provisions of Article XIII of the Partnership Agreement of SOWAMCO VI, LTD., a Texas limited partnership as created and established by the filing of a Certificate of Limited Partnership on August 25, 1993

BY: _____
JON NELSON, Vice President

SOWAMCO of Texas, Inc. a Texas Corporation

_____
Printed Name: GARY BOHON

_____
Printed Name: John R. Conry, Jr.

STATE OF VIRGINIA)
) ss:
COUNTY OF CHESTERFIELD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared JON NELSON as Vice President of **SOWAMCO VI OF TEXAS, INC.**, a Texas corporation, who is

[✓] personally known to me, or
[ ] has produced _____ as identification

and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 26 th day of February, 2001.

Rose Mary Williams
(Signature)
Rose Mary Williams
(Printed Name)

My Commission Expires: 12-31-03
My Commission No. is: 276973

Exhibit "A"

LEGAL DESCRIPTION

PARCEL 1

Lots 1 and 2, Block A, and Lots 1 and 2, Block B, Danport Center, a Subdivision according to the Map or Plat thereof on file in the Records of the Clerk of the Circuit Court in Plat Book 36, Pages 118-120, Public Records of Lee County, Florida and that portion of Danport Boulevard Vacated by official Record Book 2331, Page 33 that lies adjacent to these parcels and all of the above being more particularly bounded and described as follows:

A Parcel of land situated in a portion of the "Danport Center" Plat Book 36, Page 118 and a portion of the northeast quarter of the southeast quarter of the northwest quarter of Section 22, Township 45 South, Range 25 East, Lee County, Florida and being more particularly described as follows:

Commencing at the center of Section 22, Township 45 South, Range 25 East; thence along the West line of the northwest quarter of said Section 22, North 01°01'53" West, 137.15 feet to a point on the centerline of the vacated Danport Boulevard; then along said centerline North 85°21'20" East, 42.51 feet to a point on the centerline of said vacated road and being the true point of beginning.

Thence North 04°38'40" West, 40.00 feet to a point marking the southwest corner of Block A Lot 1 and the on the East Line of a 40' drainage right-of-way as designated on the platted Danport Center (plat Book 36 Page 118-120); thence along the east line of Tract A North 01°01'53" West, 517.48 feet to a point marking the northwest corner of Block A Lot 2 of said Plat; thence along the north line of said Lot 2 North 88°58'07" East, 108.98 feet to the north east corner of Lot 2; thence North 78°40'58" East, 40.00 feet to a point on the centerline of the vacated Danport Boulevard; thence along said centerline on a curve to the right having a radius of 500.00 feet, a Delta Angle of 27°05'33", an arc length of 236.43 feet , a chord length of 234.23 feet and a chord bearing of north 02°13'44" east to a point; thence north 15°46'31" east, 111.12 feet to a point; thence on a curve to the left having a radius of 1525.00 feet, a Delta Angle of 07°54'33", an arc length of 210.51 feet, a chord length of 210.34 feet and a chord bearing of north 11°49'15" east to a point; thence leaving said centerline and running south 82°08'02" east, 40.00 feet to a point marking the northwest corner of Block B Lot 2 of said Plat; thence north 88°58'07" east, 564.38 feet along the northline of said lot 2 to a point on the west right-of-way of Interstate 75; thence along said west right-of-way the following bearing and distance calls; south 07°47'14" west, 182.09 feet; south 16°36'00" west, 338.90 feet; south 21°03'52" west 349.39 feet; south 25°06'33" west, 168.77 feet; south 52°10'50" west, 243.75 feet; thence leaving said right-of-way south 85°21'20" west, 353.63 feet to a point; thence north 04°38'40" west, 40.00 feet to a point; thence south 85°21'20" west, 78.76 feet to the point of beginning.

PARCEL 2

Southeast quarter (SE 1/4) of the Northwest quarter (NW 1/4) of the Southwest quarter (SW 1/4) of Section 15, Township 45 South, Range 25 East, Lee County, Florida.

RENAISSANCE

PROPOSED COMPREHENSIVE PLAN CHANGE

V&D #80306

Prepared for:

Worthington of Renaissance LLC

Submitted: March 2001

Prepared by:

VANASSE & DAYLOR, LLP
12730 New Brittany Boulevard, Suite 600
Ft. Myers, FL 33907
(941) 437-4601

INTRODUCTION

Worthington of Renaissance LLC is proposing a Lee County Comprehensive Plan Change for the Renaissance project. The project will occupy the vast majority of the undeveloped lands within TAZ 640 and is projected to consist of up to 500 dwelling units of residential housing. The mix is anticipated to be at least 130 multi-family and up to 370 single-family residences. The project is within TAZ 640 with is bounded by Palomino Road to the west, Penzance Boulevard to the north, I-75 to the east and Daniels Parkway to the south. The proposed Comprehensive Plan change would change nearly all the undeveloped land (approximately 153 acres) within TAZ 640 from the General Interchange land use classification to the Outlying Suburban land use classification.

In accordance with a LDOT memorandum dated January 15, 1999 (see Appendix A), the existing land uses within TAZ 640 at that time were 12 single-family dwelling units, 87 hotel/motel units and 57,355 square feet of commercial land uses. A letter (see Appendix A) written by Robert H. Gurnham from the Lee County Department of Community Development dated February 25, 2001 states "Be advised however, that 172 of the 200 hotel/motel units allowed by resolution Z-88-296 have already been built or permitted." Therefore, for the existing condition, we have assumed there are 12 single-family dwelling units, 172 hotel/motel units and 57,355 square feet of commercial land uses within the area. Table 1A shows the proposed trip generation at buildout of the area, which will include the existing, land uses plus the 370 single-family dwelling units and the 130 multi-family dwelling proposed by this Comprehensive Plan change.

In 1999, Lee County approved a Comprehensive Plan Change for the Daniels Interchange MPD, which changed 68.6 acres within TAZ 640 from the Outlying Suburban land use classification to the General Interchange land use classification. TAZ 640 including the Daniels Interchange MPD included 250 single-family dwelling units, 250 multi-family dwelling units, 200 hotel/motel units, 100,000 square feet of commercial land uses, 100,000 square feet of service/office land uses, and 300,000 square feet of industrial/warehouse land uses. Table 2 shows the potential trip generation from these land uses.

The TAZ 640 data from the 2020 Financially Feasible Plan call for 227 single-family dwelling units, 22 multi-family dwelling units, 225 hotel/motel units and a computed 92,000 square feet of commercial and 835,764 square feet of service/office land uses (see Appendix B). Table 3 shows the potential trip generation from these land uses.

SITE-GENERATED TRAFFIC

The Trip Generation Manual (6th Edition) published by the Institute of Transportation Engineers (ITE) has been used to determine the trip-generation rates for this project.

The following trip generation equations are used for this analysis:

Single-Family Detached Housing (LU 210):
- ADT: Ln(T) = 0.920 Ln(X) + 2.707
- AM Peak Hour: T = 0.700(X) + 9.477
- PM Peak Hour: Ln(T) = 0.901 Ln(X) + 0.527

Multi-Family Housing (LU 230):
- ADT: Ln(T) = 0.850 Ln(X) + 2.564
- AM Peak Hour: Ln(T) = 0.790 Ln(X) + 0.298
- PM Peak Hour: Ln(T) = 0.827 Ln(X) + 0.309

Warehouse (LU 150)):
- ADT: T = 4.96(X)
- AM Peak Hour: Ln(T) = 0.707 Ln(X) + 1.148
- PM Peak Hour: Ln(T) = 0.754 Ln(X) + 0.826

Shopping Center (LU 820):
- ADT: Ln(T) = 0.643 Ln(X) + 5.866
- AM Peak Hour: Ln(T) = 0.596 Ln(X) + 2.329
- PM Peak Hour: Ln(T) = 0.660 Ln(X) + 3.403

Professional Office Building (LU 750):
- ADT: T = 11.42 (X)
- AM Peak Hour: Ln(T) = 0.836 Ln(X) + 1.540
- PM Peak Hour: T = 1.50 (X)

Hotel (LU 310):
- ADT: T = 8.92 (X)
- AM Peak Hour: T = 0.670 (X)
- PM Peak Hour: Ln(T) = 1.150 Ln(X) - 1.255

Tables 1A, B and C summarizes the trip generation calculations.

TABLE 1
PROPOSED TRIP GENERATION @ BUILDOUT OF AREA

Land Use		ADT	AM Peak	PM Peak
Single Family (LU 210)*:	382 DU	3,557	9	359
Multi-Family (LU 230)*:	130 DU	814	63	76
Shopping Center (LU 820)	57,355 SF	4,768	115	435
Hotel (LU 310):	172 RM	1,534	115	106
Totals		**10,673**	**302**	**977**

***includes 370 SF and 130 MF DU's proposed for Renaissance Center**

TABLE 2
PREVIOUSLY APPROVED DANIELS INTERCHANGE MPD TRIP GENERATION

Land Use		ADT	AM Peak	PM Peak
Warehouse (LU 150):	300,000 AC	1488	178	168
Single Family (LU 210):	250 DU	2,408	9	245
Multi-Family (LU 230)	250 DU	1,418	106	131
Shopping Center (LU 820)	100,000 SF	6,817	160	628
Professional Office (LU 750):	100,000 SF	1,142	219	150
Hotel (LU 310):	200 RM	1,784	134	126
Totals		**15,057**	**806**	**1,449**

TABLE 3
2020 TAZ 640 ASSIGNED TRIP GENERATION

Land Use		ADT	AM Peak	PM Peak
Single Family (LU 210):	227 DU	2,204	9	225
Multi-Family (LU 230)	22 DU	180	15	18
Shopping Center (LU 820)	92,000 SF	6,461	152	594
Professional Office (LU 750):	835,750 SF	9,544	1293	1254
Hotel (LU 310):	225 RM	2,007	151	145
Totals		**20,396**	**1,621**	**2,235**

The above tables show that the land use changes proposed by this Comprehensive Plan change have a much lower trip generation potential than the currently approved Comprehensive

Plan land uses or the currently modeled 2020 Financially Feasible land uses.

The Renaissance project anticipates 500 residential units (370 SF and 130 MF). Table 1 shows the trip generation with the Renaissance project plus the existing land uses. Table 3 shows the trip generation of potential of TAZ 640 as provided in the ZDATA tables of the 2020 FSUTMS input data. The trip generation in the PM Peak Hour of TAZ 640 with the proposed Renaissance Comprehensive Plan, change is 45% of the trip generation using the 2020 ZDATA for TAZ 640. In addition, the trip generation of TAZ 640 with the proposed Renaissance Comprehensive Plan change is only 69% of the currently approved Daniels Interchange MPD.

Clearly, the proposed Renaissance Comprehensive Plan change has less of a traffic impact to the surrounding roadway network then either the land uses projected for the 2020 Financially Feasible Plan or the existing Daniels Interchange MPD and no further analysis or FSUTMS modeling will say otherwise.

APPENDIX A

LEE COUNTY
SOUTHWEST FLORIDA

DEPARTMENT OF TRANSPORTATION

Memo

To: Paul O'Connor
Planning Division Director

From: David M. Loveland DML
DOT Planning Program Director

Date: January 15, 1999

Re: Comprehensive Plan Amendment, #98-07

We have reviewed the above application, which requests a change from the existing Outlying Suburban land use classification to General Interchange for a 68.6-acre parcel. For calculation purposes, the applicant has combined the 68.8-acre parcel with the already existing General Interchange acreage in the area that he controls, totaling 151.9 acres. While the applicant has provided a traffic analysis of sorts, we have questions about some of the assumptions and conclusions, and feel the change may represent an intensification over current projections in an area we consider problematic. Even with all the improvements included in the County's 2020 Financially Feasible Transportation Plan, we are anticipating that the overall growth in the area will overload Daniels Parkway. In this area, Daniels Parkway is already maximized at 6 lanes and there are no real alternatives to help provide relief.

The proposed change encompasses property that at one time was part of the Danport Center DRI, a 400-acre project that included a regional mall. The DRI concept has since been abandoned. The applicant makes the point that his proposal for the 152 acres is less intense than the DRI; however, in considering comprehensive plan land use changes, DOT staff is more concerned with the comparison to the projected growth for that area that is used in our travel demand modeling. The projected growth for Traffic Analysis Zone (TAZ) 640, which includes the subject property, does not reflect the full scope of the DRI, therefore the comparison to the DRI is irrelevant.

The projected 2020 growth for TAZ 640 (which goes from Palomino Lane to Interstate 75 and from Penzance Boulevard to Daniels Parkway) is identified below, along with the uses already developed and the remainder after subtracting the already-developed portions from the projected growth.

	2020 Projection	Already Developed	Difference
Single Family Dwelling Units	227	12	215
Multi-Family Dwelling Units	22	0	22
Hotel/Motel Units	225	87	138
Commercial Square Footage	92,000*	57,355	34,645
Service (Office) Square Footage	835,764*	0	835,764

**Estimated from projected number of employees*

The applicant approached the analysis by claiming the combined 152 acres included 89.2 % of the development and traffic of the 400-acre DRI (The entire area of TAZ 640 is 543 acres). In doing a trip generation comparison of uses before and after the requested change, the applicant estimated that all of the 2020 growth for TAZ 640 except the residential units was part of the DRI (in other words, all of the hotel, commercial and service uses). This in spite of that fact that there are some additional lands within TAZ 640 but outside the DRI that have commercial/service/industrial development potential.

The applicant then subtracted the already-developed land uses in the DRI boundaries calculated the trip generation of the remainder, and claimed that amount of traffic was vested to the DRI. Going back to the contention that the 152 acres represented 89.2% of the DRI, the applicant claimed 89.2% of the vested traffic for his property, equating to 14,857 average daily trips or 1,668 p.m. peak hour trips. (All trip generation comparisons were based on the ITE Trip Generation manual, 6th Edition.) He then calculated the trip generation for the 152 acres based on his new proposal, which resulted in 14,919 average daily trips (higher than the "vested" trips) and 1,427 p.m. peak hour trips (lower). Based on the p.m. peak hour trip generation comparison, the applicant claimed his project would result in significantly less traffic demands on the surrounding roadway, so no additional analysis was warranted.

The total development proposed for the 152 acres by the applicant is as follows:

Single Family Dwelling Units	250
Multi-Family Dwelling Units	250
Hotel/Motel Units	200
Commercial Square Footage	100,000
Service (Office) Square Footage	100,000
Industrial (Warehouse) Square Footage	300,000

The applicant did not conduct a full 2020 analysis as required by the "Application for a Comprehensive Plan Amendment", instead conducting a year 2005 analysis based on annual growth rates and the above-referenced trip generation comparison. Staff feels the primary issue is whether the requested change represents an intensification over what is currently projected for 2020, so any trip

generation comparison should be between the projected 2020 growth and the applicant's proposal. Staff conducted such a comparison, relying on the land uses identified by the applicant, but would note that the proposed uses do not represent the maximum potential of the General Interchange land use category. Staff relied on the ITE Trip Generation manual, 6th Edition just as the applicant did, and relied on the same land use codes as the applicant to conduct the trip generation comparison. However, where the applicant used the fitted curve equations in some cases and the average rate in other cases, staff relied strictly on the fitted curve equations. This led to a slightly different trip calculation for the applicant's 152-acre proposal, a total of 14,968 average daily trips instead of 14,919, and 1,505 p.m. peak hour trips instead of 1,427. After factoring out the already-developed uses, staff calculated the trip generation potential for the remaining projected uses in TAZ 640 at 15,709 average daily trips and 1,731 p.m. peak hour trips.

The comparison of trips shows that the 152 acres of General Interchange uses will account for 95% of all the traffic expected from the remaining projected uses in TAZ 640 in 2020 (89% on a p.m. peak hour basis). This while representing only 28% of the total land area of the 543-acre zone. Admittedly, the more intensive development within the zone would be expected in the southern end, much of which would be covered by the 152-acre parcel. The question remains, however, is it reasonable to expect that the remaining 391 acres will only generate another 741 average daily trips (226 on a p.m. peak hour basis) to equate to the total projected for TAZ 640?

Staff is forced to conclude that the applicant's request, while within the overall growth projections for 2020, represents an intensification of use for such a small portion of the TAZ that it would not be reasonable to expect the overall growth within the zone to still fit within the current projections. As we previously mentioned, any intensification in use and traffic in this area is a concern because of the projected condition on Daniels Parkway and the lack of viable alternatives for traffic relief.

DML/mlb

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LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: 479-8378

Bob Janes
District One

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing Examiner

February 25, 2001

Vanasse & Daylor, LLP
Daniel DeLisi
12730 New Brittany Boulevard, Suite 600
Fort Myers, FL 33907

RE: Danport DRI
STRAP # 22-45-25-01-0000B.0020, 22-45-25-01-0000B.0010, 22-45-25-01-0000A.0020
Case No. ZVL2001-00027

Dear Mr. DeLisi:

In response to your letter dated February 15, 2001, please be advised that the above-referenced property is zoned CPD Commercial Planned Development pursuant to Zoning Resolution Z-88-296 and is located in the General category according to the Future Land Use Map of Lee County.

In 1988 the Danport DRI was officially vacated pursuant to resolution Z-98-055 (attached). However, as part to the vacating process, it was stipulated that no further development would be permitted in the Danport Center except for Phase 1-A. The property referenced above is within Phase 1-A.

Because the property in question is part of Phase 1-A, the uses and intensity of use is subject to the terms and conditions set forth in Resolution Z-88-296. Be advised however, that 172 of the 200 hotel/motel units allowed by resolution Z-88-296 have already been built or permitted.

Any deviation from the terms and conditions set forth in Resolution Z-88-296 will require an amendment to the CPD Master Concept Plan even if the property is developed independent of Danport Center.

Please be advised that the information provided herein is based on current regulations and may be subject to change as ordinances are enacted or amended.

Should you have further questions, please do not hesitate to contact our office.

Sincerely,

DEPARTMENT OF COMMUNITY DEVELOPMENT
Development Services Division

Robert H. Gurnham, AICP
Principal Planner

RHG/dmd

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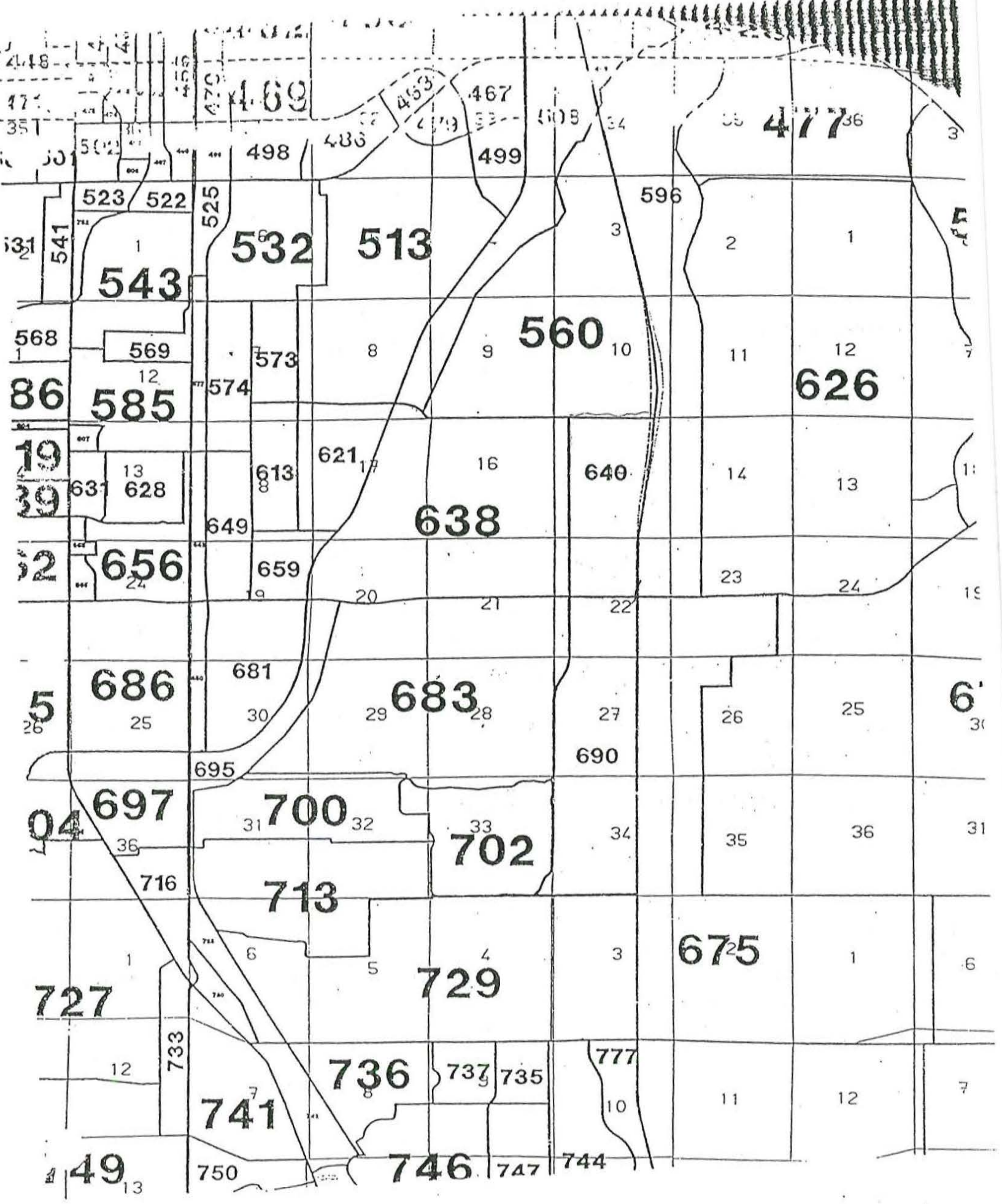
APPENDIX B



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THE ZDATA1 COMPARISON OF 1990, 2010, AND 2020

TAZ	1990 SF DU	2010 SF DU	2020 SF DU	1990 MF DU	2010 MF DU	2020 MF DU	1990 HOTEL/MOTEL UNITS	2010 HOTEL/MOTEL UNITS	2020 HOTEL/MOTEL UNITS
618	0	0	0	0	0	0	0	0	0
619	118	9	9	1127	1313	1318	0	0	0
620	316	431	435	226	312	333	0	0	0
621	28	537	625	7	133	175	0	0	0
622	201	368	368	337	450	466	0	0	0
623	0	0	0	0	0	0	0	0	0
624	0	0	0	0	0	0	0	0	0
625	1	0	0	19	32	32	146	146	146
626	32	2449	3485	0	368	3277	0	0	0
627	27	2	2	274	341	370	12	12	12
628	684	758	758	53	0	0	0	125	125
629	132	130	132	152	194	204	23	23	104
630	208	230	235	96	115	123	0	0	0
631	206	229	229	17	0	0	224	224	224
632	5	152	257	0	36	64	0	0	0
633	195	213	218	447	558	604	0	0	0
634	155	236	245	12	0	0	0	0	0
635	132	78	79	784	925	987	153	153	153
636	29	14	13	3	2	1	0	0	0
637	15	145	163	5	329	382	0	0	0
638	281	626	683	727	1795	1818	0	0	0
639	4	0	0	201	251	263	0	0	0
640	15	198	227	1	22	22	0	225	225
641	1	12	32	0	1	5	0	0	0
642	0	0	0	0	0	0	0	0	0
643	13	30	63	6	26	85	0	0	0
644	12	102	165	2	28	50	0	0	0
645	4	23	57	0	12	50	0	0	0
646	500	560	569	118	132	147	0	0	0
647	41	563	637	68	370	420	0	0	0
648	252	280	285	43	71	81	0	0	0
649	25	262	303	1	55	73	0	0	0
650	771	1261	1327	372	882	970	0	0	0
651	119	1031	1160	13	253	293	0	0	0
652	396	434	442	7	0	0	0	0	0
653	15	0	0	3	0	0	0	0	0
654	240	238	238	453	477	477	0	0	0
655	104	175	184	6	0	0	0	0	0

DATA COMPARISON OF 1990, 2010, AND 2020

	2 1	.0	9 0	.0	0	1	2	2	.9	0	2020 Total	990 Schoo	2010 School	020 Schoo
	Industria	Industria	ommercial	Commercial	ommercia	Service	Service	Service	Employme	Employm	Employment	Enrollment	Enrollment	Enrollment
2	12	14	97	88	90	131	144	143	230	244	247	0	0	0
0	10	12	395	442	468	52	221	257	447	673	737	0	0	0
93	49	44	67	414	487	48	494	591	208	957	1122	0	0	0
0	0	0	0	440	530	0	321	392	0	761	922	0	0	0
25	13	12	82	52	49	67	359	421	174	424	482	0	0	0
5	8	8	82	61	60	8	26	29	95	95	97	0	0	0
19	19	19	195	166	168	84	102	104	298	287	291	0	0	0
72	60	60	73	121	132	173	172	168	318	353	360	0	0	0
0	1432	1702	0	489	720	62	398	476	62	2319	2898	0	1000	1000
2	5	5	27	24	25	9	20	22	38	49	52	0	0	0
56	30	26	11	7	7	12	10	9	79	47	42	0	0	0
8	11	11	58	49	50	12	34	37	78	94	98	0	0	0
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49	26	23	280	252	259	76	137	148	405	415	430	0	0	0
0	0	0	0	10	11	0	16	20	0	26	31	0	0	0
4	3	3	0	0	0	0	0	0	4	3	3	0	0	0
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734	477	450	345	434	467	190	470	527	1269	1381	1444	0	0	0
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TYPICAL EMPLOYMENT CONVERSION FACTORS

(October, 1991)

Land Use	Employees/ 1,000 Sq. Ft.[1]	Source[2]
Industrial		
Industrial	1.89	DCA
General Light Industrial	2.16	ITE, p. 82
Industrial Park	2.00	ITE, p. 125
Warehousing	1.28	ITE, p. 183
Office		
General Office, Below 100,000	3.39 4.80	ITE, p. 940 DCA
General Office, 100,000-200,000	3.84 4.40	ITE, p. 940 DCA
General Office, 201,000-500,000	3.22 3.50	ITE, p. 940 DCA
General Office, Above 500,000	2.88 3.50	ITE, p. 940 DCA
General Office, Average	3.29 4.00	ITE, p. 940 DCA
Medical-Dental Office Building	4.83	ITE, p. 975
Office Park	3.59	ITE, p. 1036
Research and Development Center	2.47	ITE, p. 1058
Retail/Commercial		
Retail/Commercial	2.50	DCA

Facilities	Employees/ 1,000 Sq. Ft.[1]	Source[2]
* Specialty Retail Center	1.82	ITE, p. 1126
Discount Store	1.53	ITE, p. 1135
Quality Restaurant	7.46	ITE, p. 1248
High-Turnover Restaurant	9.92	ITE, p. 1267
Fast-Food Restaurant (with Drive-Thru)	10.90	ITE, p. 1305
Walk-In Bank	2.10 (Estimate)	ITE, p. 1468
Drive-In Bank	3.82 (Estimate)	ITE, p. 1487
Hotel/Motel		
Hotel	0.90/room	ITE, p. 518
Business Hotel	0.80/room	ITE, p. 539
Motel	0.44/room	ITE, p. 549
* Resort Hotel	0.60/room	ITE, p. 568

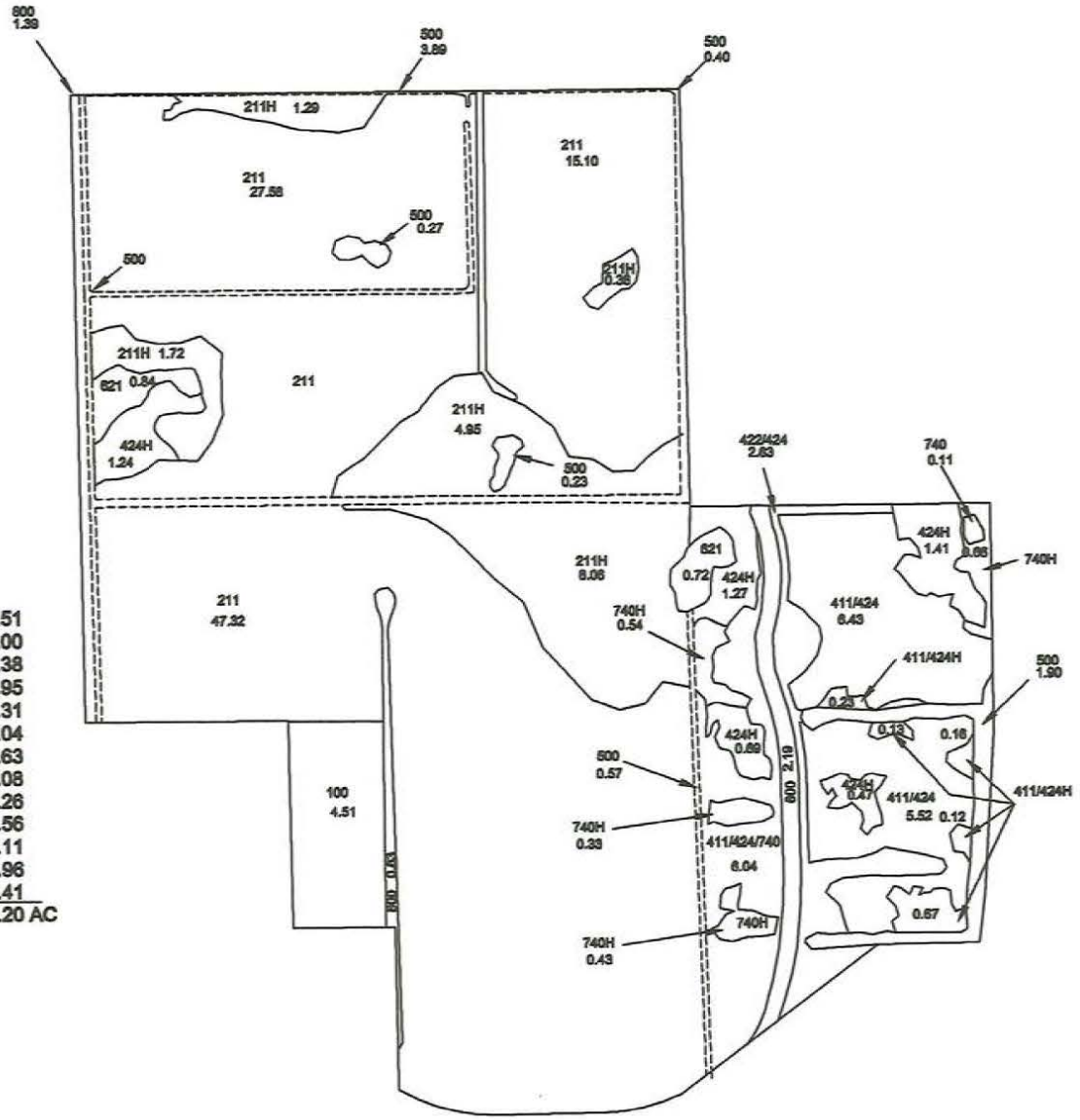
Footnotes:

1) Employees per 1,000 square feet Gross Floor Area (GFA), except as otherwise noted.

2) SOURCE: ITE - Institute of Transportation Engineers. Trip Generation, Fifth Edition.

ITE4 - Institute of Transportation Engineers. Trip Generation, Fourth Edition.

DCA - Florida Department of Community Affairs. Draft report titled Housi Demand, Supply and Need Methodology (April 24, 1991), Appendix A.



FLUCCS COMMUNITIES

100	RESIDENTIAL (ABANDONED)	4.51
211	IMPROVED PASTURE	90.00
211H	IMPROVED PASTURE WETLANDS	16.38
411/424*	PINE - MELALEUCA WITH SCATTERED SAW PALMETTO	11.95
411/424H*	PINE - MELALEUCA WETLANDS	1.31
411/424/740	PINE - MELALEUCA - DISTURBED	6.04
422/424	B. PEPPER - MELALEUCA	2.63
424H	MELALEUCA WETLANDS	5.08
500	OTHER SURFACE WATER	7.26
621*	CYPRESS	1.56
740	DISTURBED	0.11
740H	DISTURBED WETLANDS	1.96
800	ROADS	4.41
		153.20 AC

*THESE COMMUNTIES ARE CONSIDERED INDIGENOUS

JOB #	20013
SCALE	1"=600'
FILE	LEEFLUCCS - 153
DRAWN BY	JDK
DATE	3-29-01

RENAISSANCE FUTURE LAND USE AMMENDMENT

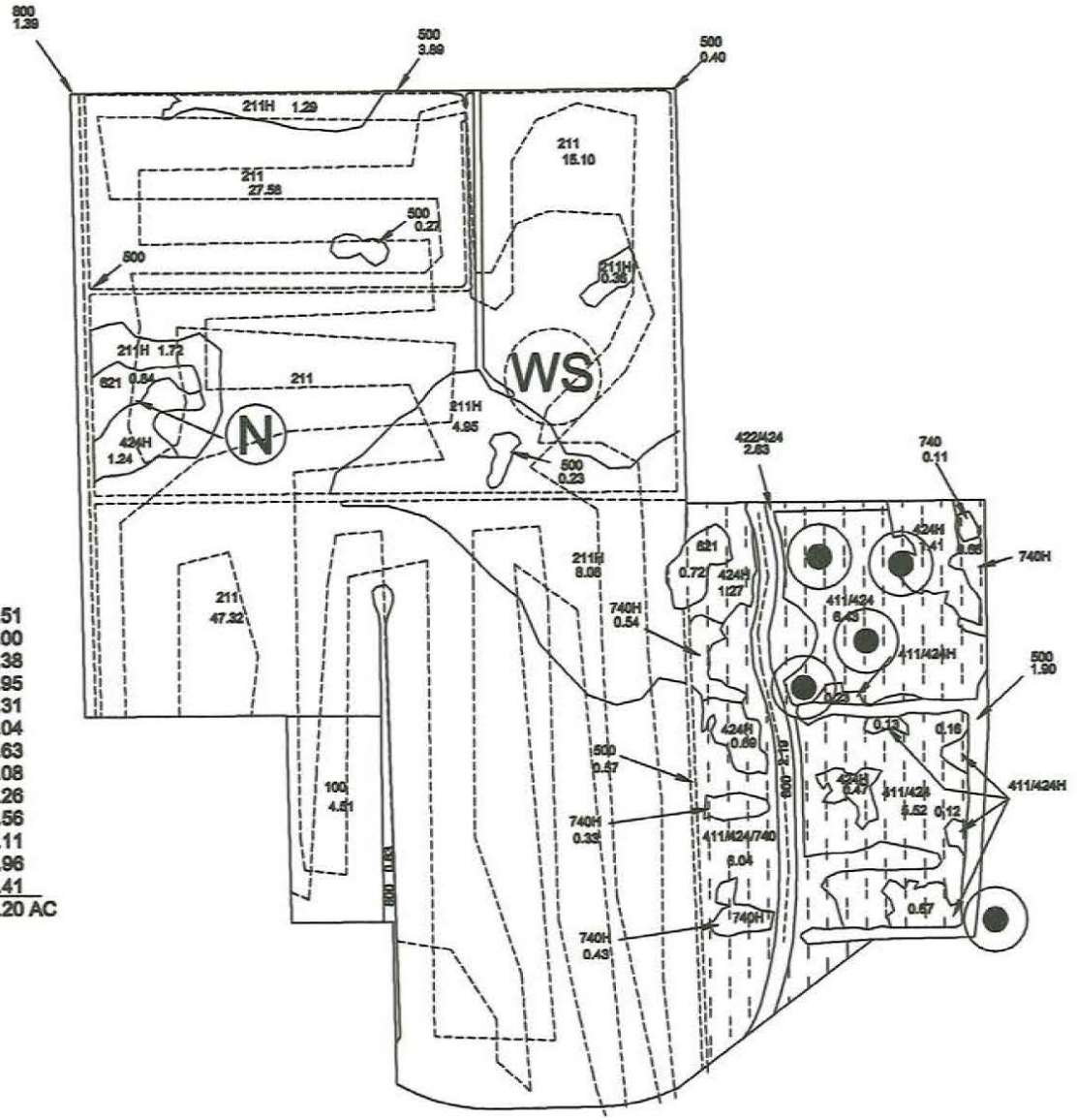
FLUCCS MAP

COUNTY	LEE
SEC	15 & 22
TWP	45S
RNG	25E
REVISIONS	

Boylan Environmental Consultants, Inc.

Wetland & Wildlife Surveys, Environmental Permitting, Impact Assessments

11000 Metro Parkway, Suite 4, Ft. Myers, 33912 (941)418-0671



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800	ROADS	4.41
		153.20 AC

*THESE COMMUNTIES ARE CONSIDERED INDIGENOUS

SPECIES SURVEY TRANSECTS

N — POTENTIAL BIG CYPRESS
FOX SQUIRREL NEST, 1

WS — WOOD STORKS FORAGING, 2

ABANDONED WOODPECKER CAVITY TREES (SLASH PINE), 5

JOB # 20013	
SCALE 1"=600'	
FILE LEEPSS - 153	
DRAWN BY JDK	
DATE 3-29-01	

RENAISSANCE FUTURE LAND USE AMMENDMENT
SPECIES SURVEY MAP

COUNTY	LEE
SEC	15 & 22
TWP	45S
RNG	25E
REVISIONS	

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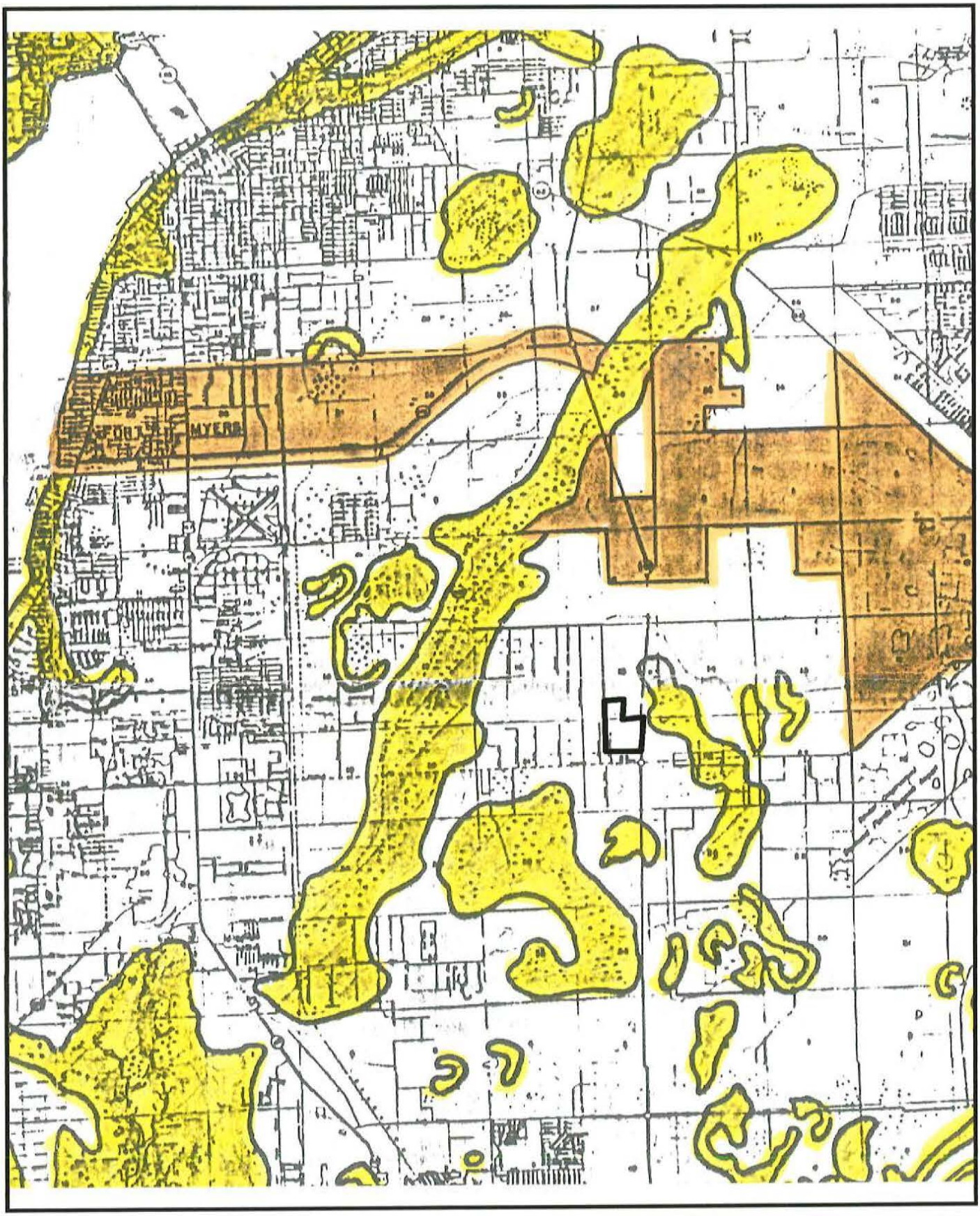

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Naples, Florida 34103
Tel: 941-403-0223 Fax: 941-263-5096

Renaissance
Archeological Sensitivity Map
Lee Plan Future Land Use Amendment
Sources: Lee County DCD

Date: 03/28/01

Map 3

A CULTURAL RESOURCES ASSESSMENT SURVEY THE 500 ACRE RENAISSANCE DEVELOPMENT TRACT THE WEST 20 ACRE RENAISSANCE COMMERCIAL TRACT AND THE EAST 15 ACRE RENAISSANCE COMMERCIAL TRACT LEE COUNTY, FLORIDA

Performed for
Worthington of Renaissance, LLC
14291 Metro Parkway, #1300
Ft. Myers, FL 33912

by

Archaeological Consultants, Inc.
P.O. Box 5103
Sarasota, FL 34277

Marion Almy - Principal Investigator
Wendy Weaver and Lee Hutchinson - Project Archaeologists

EXECUTIVE SUMMARY

Archaeological Consultants, Inc. conducted a cultural resources assessment survey of the 500 acre Renaissance Development Tract, the West 20 acre Renaissance Commercial Tract, and the East 15 acre Renaissance Commercial Tract (hereinafter, all three parcels will be referred to as the Renaissance survey area) in Lee County, Florida. This survey was conducted in order to locate and identify any cultural resources within the project area, and to assess their significance in terms of eligibility for listing in the National Register of Historic Places (NRHP). The cultural resource survey was conducted in November of 2000.

Findings

Archaeological: Background research and a review of the Florida Site File (FSF) indicated that no archaeological sites had been recorded within the study area. However, a review of relevant site locational information for environmentally similar areas within Lee County and the surrounding region indicated a low to moderate probability for the occurrence of prehistoric sites within the project area. The preliminary research also indicated that sites, if present, would most likely be small lithic or artifact scatter type sites. As a result of field survey, no archaeological sites were discovered.

Historical: Background research and a review of the FSF and NRHP indicated that no historic properties were recorded within, or in close proximity to the project area. As a result of field survey, no historic structures were identified or recorded.

Based on the results of the cultural resources assessment survey, it appears that this project will not impact any significant cultural resources. Therefore, no further archaeological or historical work is recommended.

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Appendix : Survey Log Sheet

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1.0 INTRODUCTION

1.1 Project Description

This project involved an archaeological survey of the Renaissance Survey area in Lee County, Florida (Figure 1.1). The largest parcel consists of 500 acres, and the two smaller parcels are made up of a 20 acre tract and a 15 acre tract. Residential and commercial development is planned in the survey area.

1.2 Purpose

The purpose of the cultural resources assessment survey was to locate and identify any prehistoric and historic period archaeological sites located within the project area and to assess, to the extent possible, their eligibility for listing in the NRHP. The archaeological survey was conducted in November 2000. Background research preceded field survey. Such research served to provide an informed set of expectation concerning the kinds of cultural resources that might be anticipated to occur within the project area, as well as a basis for evaluating any new sites discovered.

The survey was initiated in accordance with the procedures contained in 36 C.F.R., Part 800 (Protection of Historic Properties) and to comply with Section 106 of the National Historic Preservation Act of 1966, as amended by Public Law 89-665. The resulting report meets the required specifications set forth in Chapter 1A-46, Florida Administrative Code.

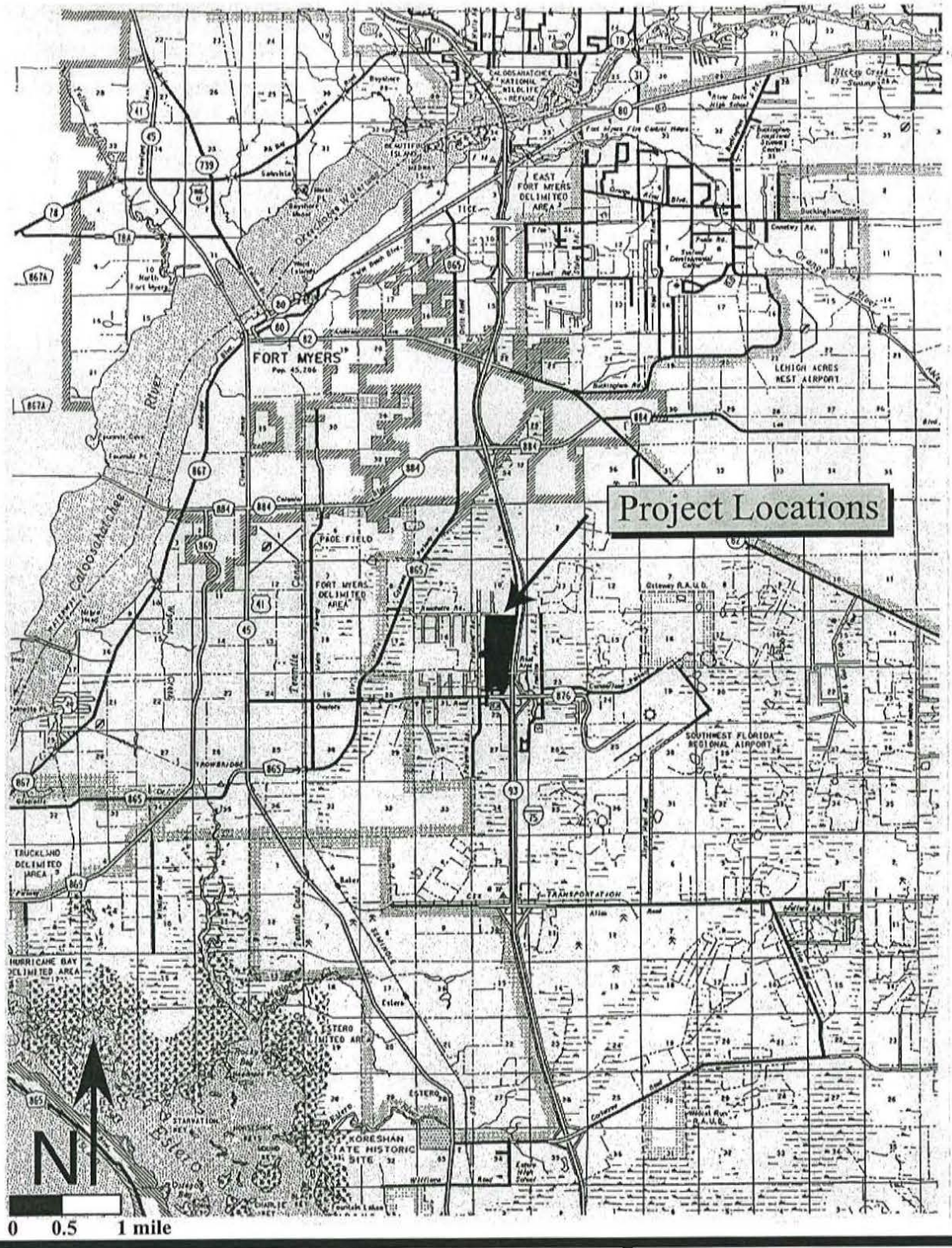


Figure 1.1. Renaissance Survey Area, Township 45 South, Range 25 East, Sections 15 and 22, Lee County (State Topographic Office 1989).

2.0 ENVIRONMENTAL OVERVIEW

The Renaissance survey area is located in Township 45 South, Range 25 East, Sections 15 and 22 in Lee County, Florida (USGS Fort Myers SE, Fla. 1958, PR 1987). The survey area is bordered on the east by I-75 and on the south by Daniels Parkway (Figure 1.1 and 2.1).

Geologically, the project area is located within the Gulf Coastal Lowlands physiographic region (Puri and Vernon 1964) where the land is generally low in elevation and poorly drained. The general topography of the project area is low and nearly level, with an elevation of approximately 20 feet above mean sea level (AMSL). The Caloosahatchee River is located approximately six and one half miles to the north and northwest and the Gulf of Mexico some 13 miles to the southwest. Within the project area, cypress heads and a few seasonal depressions are found. Six Mile Cypress Slough is situated about one mile to the west of the project area.

A review of the Lee County Soil Survey (USDA 1984) indicated that the soils in the project area are nearly level, poorly drained types that consists of: Hallandale, Valkaria Pompano, Pineda, Oldsmar, and Malabar, fine sands. The Hallandale, Immokalee, and Oldsmar fine sands are found in the flatwoods; the remainder are found on sloughs and in depressions. Vegetation typical of the flatwoods includes South Florida slash pine, pineland threeawn, and saw palmetto. The wetter soils support cypress, St. Johnswort, waxmyrtle, and water tolerant grasses. Some of the native vegetation on the survey tract has been removed for residential and agricultural purposes. Also some exotics, such as Melaleuca and Brazilian Pepper, have invaded portions of the property.

Today, the project area is moderately disturbed. Disturbances include drainage ditches, water retention ponds, spoil piles, alterations resulting from land clearing activities, and dirt roads.

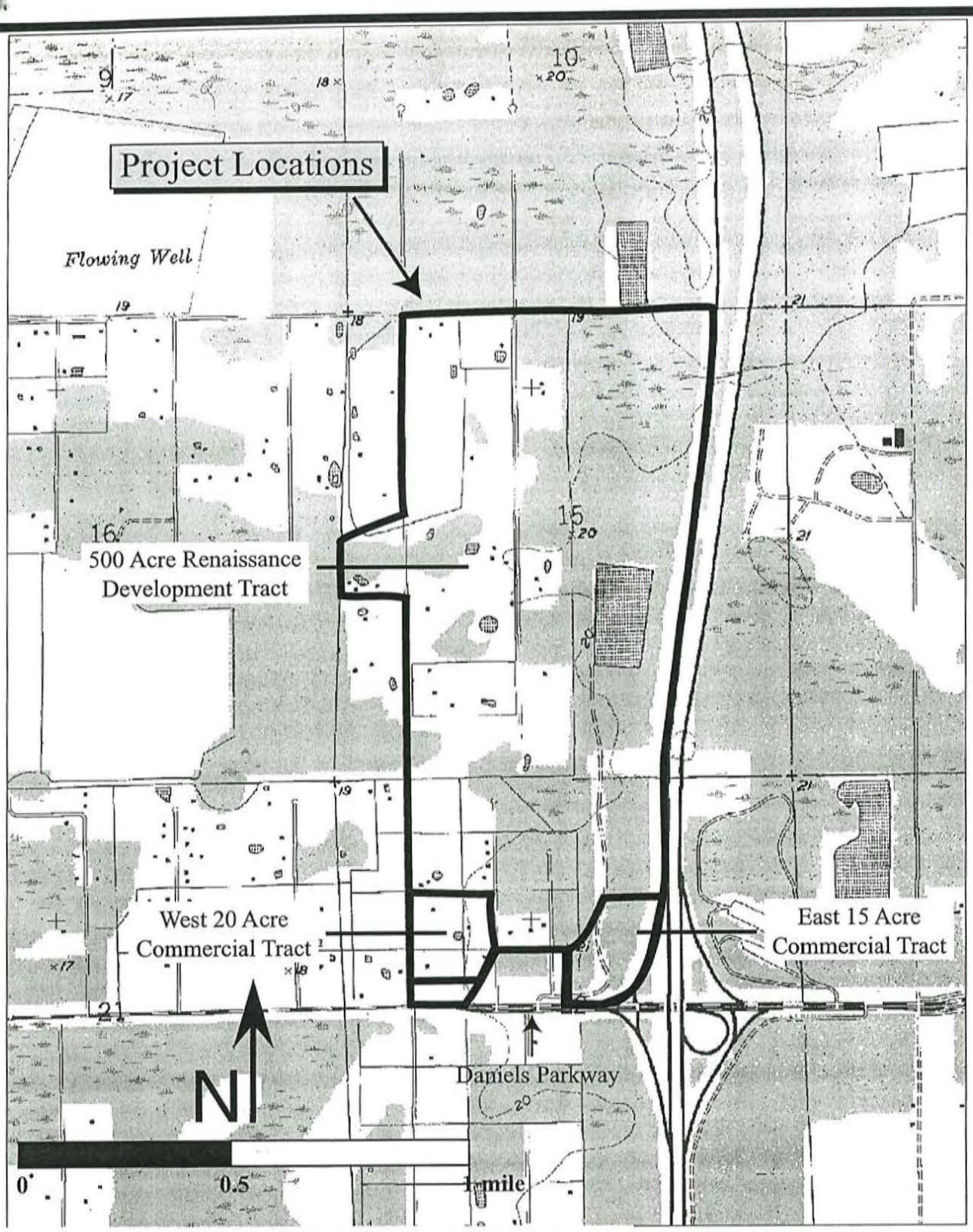


Figure 2.1. Environmental Setting of the Renaissance Survey Area, Township 45 South, Range 25 East, Sections 15 and 22 (USGS Fort Myers SE, Fla. 1958, 1987).

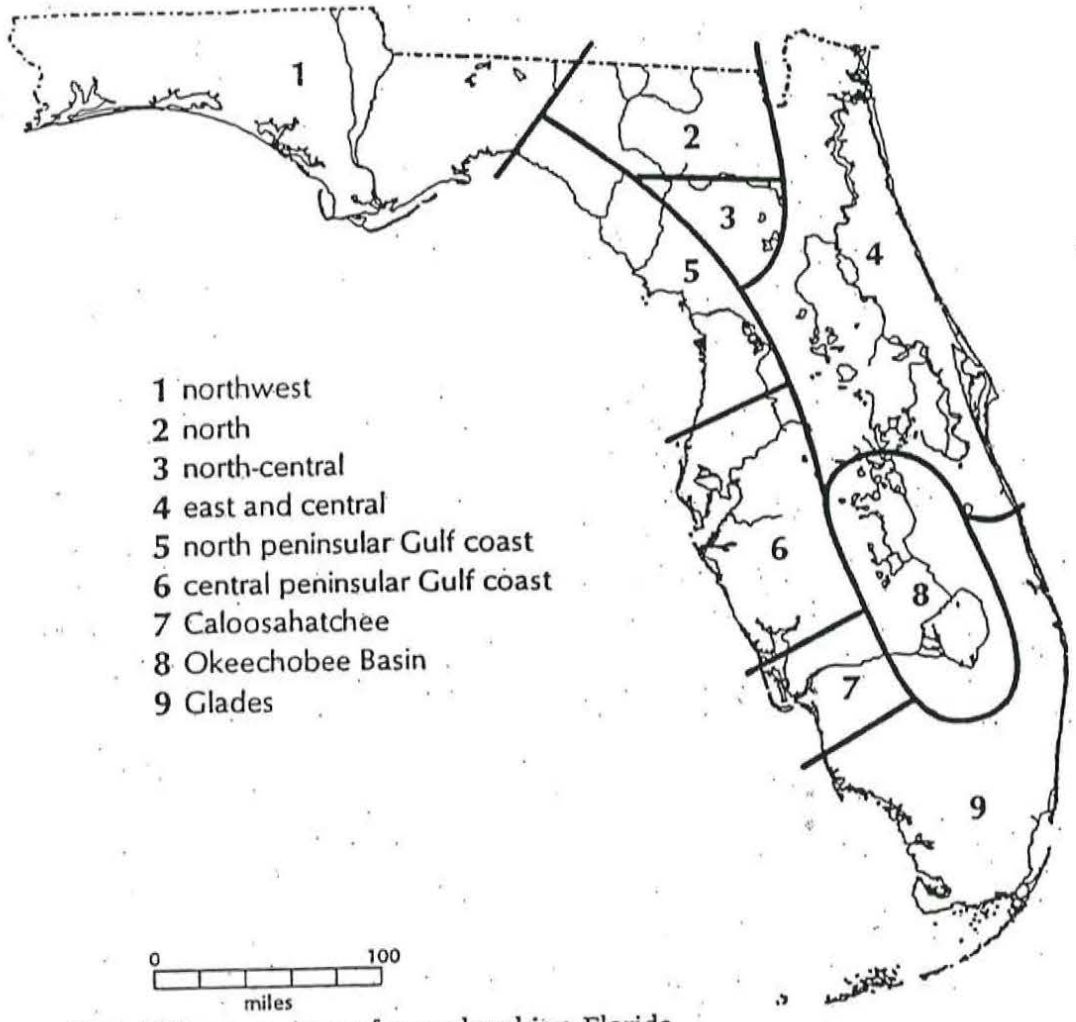
3.0 PREHISTORIC REVIEW

In general, archaeologists summarize the prehistory of a given area, that is, an archaeological region, by delineating a sequence of cultural periods in order to provide a chronology or a time frame for an archaeological culture that is present in a given geographical area. As a result, archaeological cultures are defined largely in geographical terms but also reflect shared environmental and cultural factors. According to John Griffin (1988), Lee County is part of the Caloosahatchee archaeological area of the South Florida Region. Geographically, the Caloosahatchee area extends from Charlotte Harbor on the north, to the northern border of the Ten Thousand Islands on the south (Figure 3.1), and eastward from the islands about 54 miles to the interior (Carr and Beriault 1984:4,12; Milanich 1994).

The sequence of cultural development for the South Florida Region is pan-regional during the earliest periods of human occupation: the Paleo-Indian and the Archaic. By approximately 500 B.C., distinctive regional cultures had developed as evidenced by differences in ceramic sequences. Thus, for the South Florida Region, post-500 B.C., the prehistoric populations residing in the Caloosahatchee area evolved into a cultural assemblage distinct from those people inhabiting the Belle Glade (Okeechobee) area and the Everglades area, the latter of which includes the Ten Thousand Islands District (Griffin 1988:120-121). The following summary follows closely the outlines presented by both Griffin (1988) and Widmer (1988).

3.1 Paleo-Indian Tradition

Current archaeological evidence indicates that the earliest human occupation of the Florida peninsula dates back some 13,500 years ago or ca. 11,500 B.C. (Widmer 1988). The earliest occupation is referred to as the Paleo-Indian (or Paleoindian) Period. It lasted until approximately 7000 B.C. During this time, the climate of South Florida was much drier than today. Sea level was 262.5 to 426.5 feet lower than present and the coast extended approximately 100 miles seaward on the Gulf coast. With lower sea levels, today's well-watered inland environments were arid uplands (Milanich 1994). Lake Okeechobee, the Caloosahatchee, Myakka, and Peace Rivers, as well as the Everglades, were probably dry. Because of drier global conditions and little or no surface water available for evaporation, Florida's rainfall was much lower than at present (Milanich and Fairbanks 1980:38-40). Potable water was obtainable at sinkholes where the lower water table could be reached. Plant and animal life were also more diverse around these oases which were frequented by both people and game animals (Widmer 1988; Milanich 1994:40).



Post–500 B.C. regions of precolumbian Florida.

Figure 3.1. Culture Regions of South Florida (Milanich 1994: 278). Project area is located in the Caloosahatchee Region.

Thus, the prevailing environmental conditions were largely uninviting to human habitation during the Paleo-Indian period (Griffin 1988:191). Given the inhospitable climate, it is not surprising that the population was sparse and Paleo-Indian sites are uncommon in south Florida. Just to the north of Charlotte Harbor, however, evidence of Florida's earliest inhabitants has been uncovered. Underwater excavations at both the Little Salt Springs (Clausen et al. 1979) and Warm Mineral Springs (Clausen et al. 1975; Cockrell and Murphy 1978) in Sarasota County provide much of the information about this period. More recently, work at the Cutler Fossil Site in Dade County (Carr 1986), southeast of the Caloosahatchee region, has yielded two projectile points associated with a hearth area, radiocarbon dated to the Paleo-Indian period (ca. 7760 B.C.)

In general, the Paleo-Indian period is characterized by small population group size and a hunting and gathering mode of subsistence. Permanent sources of water, scarce during this time, were very important in settlement selection (Daniel and Wisenbaker 1987). This settlement model, often referred to as the Oasis Hypothesis (Milanich 1994:41), has a high correlation with geologic features in southern florida such as deep sink holes like those noted in Sarasota and Dade counties. Sites of this period are most readily identified on the basis of distinctive lanceolate shaped stone projectile points including those of the Simpson and Suwannee types (Bullen 1975). The tool assemblage also included items manufactured of bone and wood, and very likely leather, as well as plant fibers (Clausen et al. 1979)

3.2 Archaic Tradition

The succeeding Archaic Tradition is divided into three temporal periods: the Early Archaic (ca. 7000 to 5000 B.C.), Middle Archaic (ca. 5000 to 2000 B.C.), and the Late Archaic (ca. 2000 to 500 B.C.). According to Widmer (1988), the extreme aridity of the South Florida region during the Early Archaic period may have caused the abandonment of the area. Sites of this time are almost non-existent in southwestern Florida. Currently, the West Coral Creek Site in Charlotte County (Hazeltine 1983) is the only known site of the Early Archaic in the Caloosahatchee region. Here, numerous chert and silicified coral tools and debitage were found. These were recovered from dredge spoil from the excavation of canals near a large slough. This may indicate that the site clustered around a once dependable water source.

By approximately 6500 years ago, or ca. 4500 B.C., marked environmental changes, which had profound influence upon human settlement and subsistence practices, occurred. Among the landscape alterations were rises in sea and water table levels which resulted in the creation of more available surface water. It was during this period of time that Lake Okeechobee, the Everglades, and the Caloosahatchee and Peace Rivers developed. In addition to changed hydrological conditions, this period is characterized by the spread of mesic forests and the beginnings of modern vegetation communities including pine forests and cypress swamps (Widmere 1988; Griffin 1988).

The archaeological record for the Middle Archaic is better understood than the Early Archaic. Among the material culture inventory are several varieties of stemmed, broad blade projectile points including those of the Newnan, Levy, Marion, Putnam, and Lake types (Bullen 1975). At sites where preservation is good, such as sinkholes and ponds, an elaborate bone tool assemblage is recognized along with shell tools and complicated weaving (e.g., Beriault et al.1981; Wheeler 1994). In addition, artifacts have been found in the surrounding upland areas, as exhibited in the projectile points found in the upland palmetto and pine flatwoods surrounding the Bay West Site (Beriault et al. 1981). Along the coast, excavations on both Horr's Island in Collier County, and Useppa Island in Lee County (Milanich et al. 1984; Russo 1991) have uncovered pre-ceramic shell middens which date to the Middle Archaic period. Another site dating to the Middle Archaic in Lee County is 8LL27, located on Galt Island (Austin 1992).

Mortuary sites, characterized by interments in shallow ponds and sloughs as discovered at the Little Salt Springs Site in Sarasota County (Clausen et al. 1979) and the Bay West Site in Collier County (Beriault et al. 1981), are also distinctive of the Middle Archaic. At the later site, 35 to 40 human remains were found, some of which had been placed on leafy biers, perhaps branches, laid down in graves dug into the peat deposits. Artifacts recovered included small wooden sticks possibly used as bow drills for starting fires, antler tools with wooden hafts that appear to be sections of throwing sticks, two throwing stick triggers, and bone points or pins (Milanich 1994:81).

Pre-ceramic cultural horizons beneath tree island sites have been reported in the eastern Everglades (Mowers and Williams 1972; Carr and Beriault 1984). Population growth, as evidenced by the increased number of Middle Archaic sites and accompanied by increased socio-cultural complexity, is also assumed for this time (Milanich and Fairbanks 1980; Widmer 1988).

The beginning of the Late (or Ceramic) Archaic Period is similar in many respects to the Middle Archaic but includes the addition of ceramics. The earliest pottery in the South Florida region is fiber-tempered, as represented at sites on Key Marco (Cockrell 1970; Widmer 1974). Also during this period, pottery of the Orange series, decorated with incised line, is characteristic. Projectile points of the Late Archaic are primarily stemmed and corner-notched, and include those of the Culbreath, Clay, and Lafayette types (Bullen 1975). Other lithic tools include hafted scrapers and ovate and trianguloid knives (Milanich and Fairbanks 1980). Archaeological evidence indicates that South Florida was sparsely settled during this time with only a few sites recorded. Some of these site include 8LL44, the Howard Mound and 8LL45, Calusa Island in Lee County (Walker et al. 1996) and 8DA141 located in the Evergaldes in Dade County (Coleman 1973 and 1997).

The termination of the Late or Ceramic Archaic corresponds to a time of environmental change. The maturing of productive estuarine systems was accompanied by cultural changes leading to the establishment of what John Goggin originally defined as the

"Glades Tradition" (Griffin 1988:133). Dominated by the presence of sand-tempered ceramics in the archaeological record, the Glades Tradition was also characterized by "the exploitation of the food resources of the tropical coastal waters, with secondary dependence on game and some use of wild plant foods. Agriculture was apparently never practiced, but pottery was extensively used" (Goggin 1949:28). Dating to the Late Archaic and south of the project area in Collier County is the Heineken Hammock Site, 8CR231. At this site, many ceramic rim and body sherds were found as well as shell tools, faunal and floral remains (Lee et al. 1998). Closer to the project area, about one a one fourth miles to the northwest, is the Deer Run Point Site. This site contained a projectile point dating to the Archaic period (Janus Research 1994).

3.3 Glades Tradition

The Glades Tradition was defined by Goggin on the basis of work he conducted in South Florida in the 1930s and 1940s (Goggin 1947). Goggin noticed that the archaeological assemblage, beginning at about 500 B.C., began to take on a distinct appearance. This appearance reflected an adaptation to the tropical coastal environment of south Florida because the estuary systems, along with their high biological productivity, were now well established. The archaeological record disclosed widespread population increases and an apparent florescence in tool assemblages related to the exploitation of the marine environment. Unlike much of the rest of peninsula Florida, the region does not contain deposits of chert, and such stone artifacts are rare. Instead of stone, shell and bone were used as raw materials for tools (Milanich 1994:302).

Most information concerning the post-500 B.C. aboriginal populations is derived from coastal sites where the subsistence patterns are typified by the extensive exploitation of fish and shellfish, wild plants, and inland game, like deer. Inland sites, such as those in the Big Cypress Swamp, show a greater, if not exclusive, reliance on interior resources. Known inland sites often consist of sand burial mounds and shell and dirt middens along major water courses (Lee and Beriault 1993) and small dirt middens containing animal bone and ceramic sherds, in oak/palm hammocks or palm tree islands associated with freshwater marshes (Griffin 1988). These islands of dry ground provided space for settlements (Milanich 1994:298).

However, Griffin (Griffin et al. 1984) suggests "that the Glades sequence represents a chronology of stylistic and technological changes in ceramics to which other cultural traits have been added as data have permitted." As a result, the applicability of the Glades sequence to the Caloosahatchee sub-area has been the subject of debate (Austin 1987:15). Thus, the following is taken from Widmer (1988) and Cordell (1992) which describes a series of post-500 B.C. culture periods for the Caloosahatchee Area based on differences in the frequencies of certain ceramic types.

Caloosahatchee I, ca. 500 B.C. to A.D. 650, is characterized by thick, sand-tempered plain sherds with round chamfered lips; Belle Glade type ceramics are absent. The Wightman (Fradkin 1976), Solana (Widmer 1986), Useppa Island (Milanich et al. 1984), and Cash Mound (Calusa News No. 1, 1987) sites have been dated to this period.

From A.D. 650 to 1200, the Caloosahatchee II period is marked by a dramatic increase of Belle Glade ceramics in the area (Widmer 1988:84). However, Cordell (1992) has divided the Caloosahatchee II Period into IIA and IIB based on the appearance of Belle Glade Red ceramics at about A.D. 800. This marks the beginning of IIB. These changes in ceramics may also indicate the beginnings of ceremonial mound use which characterizes this whole time period. Also, the number of shell middens or village sites increased, and shell tool types became more diverse (Milanich 1994:319). The John Quiet Site, on the Cape Haze Peninsula (Bullen and Bullen 1956), has been dated to this period as well as the earliest occupation of the Buck Key Midden, dated A.D. 1040 to 1350 (Calusa News No.1, 1987).

The Caloosahatchee III period, from A.D. 1200 to 1400, is identified by the appearance of both St. Johns trade wares, notably St. Johns Check-Stamped, and Englewood period ceramics. Sand burial mounds also continued to be used.

From A.D. 1400 to 1513, the Caloosahatchee IV period is characterized by the appearance of numerous trade wares from all adjoining regions of Florida (Widmer 1988:86) and a decline in the popularity of Belle Glade Plain pottery (Milanich 1994:321). These types include Glades Tooled and pottery of the Safety Harbor series, including Pinellas Plain. Buck Key, and Josslyn Islands, as well as Pineland, contain shell middens which date to this period (Marquardt 1992:13).

The Caloosahatchee V period, ca. A.D. 1513 to 1750, is coterminous with the period of European contact. Sites of this time are marked by the appearance of European artifacts such as metal, beads, and olive jar sherds, found in association with aboriginal artifacts. Also, cultural materials from the Leon-Jefferson Mission period of north Florida have been recovered (Bullen and Bullen 1956; Widmer 1988:86). Coastal sites of the Caloosahatchee V period are common in the Caloosahatchee Area.

In historic times, the Caloosahatchee Area was the home territory of the Calusa, a sedentary, non-agricultural, highly stratified, and politically complex chiefdom. Calusa villages along the coast are marked by extensive shellworks and earthenworks. Detailed studies of the Calusa and their predecessors have recently been provided by Widmer (1988) and Marquardt (1992) and are not repeated here. The great Pine Island Canal, which runs across Pine Island in coastal Lee County, may have been dug after A.D. 1000 to bring trade goods and tribute to the Calusa from the interior (Luer 1989). By the mid-1700s, the once dominant Calusa had all but disappeared, the victims of European diseases, slavery, and warfare.

4.0 HISTORICAL OVERVIEW

When the Spanish arrived on the west coast of Florida they encountered a powerful, highly organized and socio-politically complex society referred to as the Calusa. On Friday, June 4, 1513, Ponce de Leon sailed into what is believed to be the area of Charlotte Harbor and was attacked by a group of hostile Indians. The Spanish held off the attack, but the next day the Indians returned with 80 canoes and attacked the Spanish again. This action demonstrates the sophistication and political complexity of this non-agricultural, Chiefdom level society (Widmer 1988).

Calusa society was ruled by a paramount chief called Carlos by the Spanish and the principal town was Calos and thought to be the site of Mound Key, a 75-acre shell mound on Estero Bay. Historic documents suggest that Carlos ruled over 50 towns from which he exacted tribute. It was a highly stratified society with chiefs, nobles, priests, and slaves. With an elaborate social system came a sophistication in the arts and technology as well (Widmer 1988).

During the Spanish years in South Florida there were many attempts to establish missions, but none was successful. Trade relations existed between the Spanish and the Calusa until their populations were almost totally devastated by disease and their remaining population brought to Cuba in the mid-1700s (Milanich and Fairbanks 1980).

Spanish fishing ranchos were established around Gasparilla, Shell Island, Cayo Costa, Fisherman's Key, Punta Rassa, and Estero Island, but gradually fell into demise shortly after Spain lost Florida (Grismer 1949).

In 1821 Florida was purchased from Spain and the region was opened up to settlement and exploitation. Settlement of the area was slow during these early years. During the Second Seminole War (1835 to 1842) a strong force of American soldiers, commanded by Col. Persifer F. Smith, left Fort Basinger in January 1838 and entered Indian territory south of the Caloosahatchee and traveled to Punta Rassa. Three supply depots were established along the way, two at the place he crossed the river and a third at Punta Rassa. Fort T. B. Adams was located at the north bank crossing, Fort Denaud on the south bank, and Fort Dulany at Punta Rassa (Grismer 1949).

These forts were little more than small blockhouses with a warehouse for the storage of supplies and all were abandoned when the rainy season set in. During the war the forts were used as bases to conduct raids into the Glades and Big Cypress. Fort Dulany, at Punta Rassa, was used as the principal base and was expanded to include large barracks, warehouses, and a hospital. It continued to serve this function until it was destroyed by a hurricane on October 19, 1841 during which all the buildings were demolished and the area was covered by several feet of water. After the destruction of Fort Dulany, Capt. H. McKavit

was sent to establish a location for a new fort to be built in an area less prone to flooding. He traveled up the Caloosahatchee River and came upon a hammock densely covered with towering palms, pines, and moss draped oaks. The land was elevated and dry with few mosquitoes. It was at that location that he built Fort Harvie, at the present location of Fort Myers. The fort was abandoned in 1842 at the close of the Second Seminole War (Mahon 1967).

Throughout the years that followed, increasing hostilities between Indians and the Whites intensified a campaign to remove all Seminoles from Florida. During the 1850s, the Seminoles eluded the army and would not accept their subjugation or removal. President James Buchanan, realizing that the bloody hostilities were costly and failing, resorted to monetary persuasion to induce the remaining Seminoles to migrate West. By 1860, all but an estimated 300 were allowed to remain, but the exact number was probably much greater.

In the mid-nineteenth century, few white settlers were in the area. However, during the Civil War, cattlemen from all over Florida drove cattle to Punta Rassa to be shipped to Cuba at a considerable profit. One of the most successful blockade runners, James McKay, formed a partnership with Summerlin in 1863. Summerlin, a cattleman from around Fort Meade, originally had a contract with the Confederate government to market thousands of head a year at $8 a head. By driving his cattle to Punta Rassa and shipping them to Cuba, he received $25 a head. In one year in the 1870s, a Captain Hendry shipped 12,896 head of cattle from Punta Rassa to Key West at $15 a piece for approximately $200,000. There is no doubt that Fort Myers got its start as a cattle town.

Immediately following the war, the South underwent a period of "Reconstruction" to prepare the Confederate States for readmission to the Union. The program was administered by the U.S. Congress, and on July 25, 1868, Florida officially returned to the Union (Tebeau 1971:251). During this time, the U.S. Government began surveying land in southwest Florida. According to land records, W.L. Apthorp surveyed the township and range borders for Township 45 South, Range 25 East in 1872 and M.H. Clay surveyed the section borders in 1873 (Field Notes Volume 220 and 222; Plat 1873). They described the land in the general project area as "third rate pine, small and saw palmetto and shallow cypress ponds" and as "being under water the greater part of the year." They also noted a trail running through both townships from Fort Myers to Stewarts Creek; however, it does not appear to have any historical significance.

The State of Florida faced a financial crisis involving title to public lands in the early 1880s. On the eve of the Civil War, land had been pledged by the Internal Improvement Fund to underwrite railroad bonds. When the railroad failed after the war, the land reverted to the State. Almost one million dollars was needed to pay off the principal and accumulated interest on the state's debt in order to receive clear title. Hamilton Disston, son of a wealthy Philadelphia industrialist, saw this as an opportunity to expand his influence in Florida.

Disston and the State of Florida agreed to two large land deals - the Disston Drainage Contract and the Disston Land Purchase. The Drainage Contract allowed Disston and his associates to drain and reclaim all overflow lands south of the project area and east of the Peace River in exchange for one-half the acreage that could be reclaimed and made fit for cultivation. A contract was signed on March 10th, 1881 (Davis 1938). After 200,000 acres had been reclaimed, Disston was to receive the alternate sections of the reclaimed land. As the work progressed, deeds were to be issued. Disston and his associates received 1,652,711 acres of land under the Drainage Contract, although they probably never permanently drained more than 50,000 acres (Tebeau 1971:280).

The Florida Land and Improvement Company was a holding company used by Hamilton Disston, and later by his associates, for land transferred under both the Land Purchase and the Drainage Contract. The Disston Land Purchase allowed Disston to purchase Internal Improvement Fund lands at twenty-five cents an acre to satisfy the indebtedness of the funds. A contract was signed on June 1st, 1881 for the sale of 4,000,000 acres for the sum of one million dollars, the estimated debt owed by the Improvement Fund. Disston selected tracts of land in lots of 10,000 acres, up to 3,500,000 acres; the remainder was selected in tracts of 640 acres (Davis 1938:206-207). Two years lapsed between the signing of Disston's original contract and the title transfers (15 December 1883) to allow squatters to acquire the land on which they had settled for $1.25 per acre (Tebeau 1971:278). This transaction enabled the distribution of large land subsidies to railroad companies, inducing them to begin extensive construction programs for new lines throughout the state.

Development of southwest Florida continued, and by the 1880s the most important period of homesteading and community building began. The economy boomed with the increase of winter visitors seeking the favorable subtropical climate, and an increase of agricultural production with the introduction of pineapple growing and truck farming of cabbage, eggplant, and squash. Farmers experimented with citrus, coconuts, pineapples, and sugar cane. Cattle continued to play a major role in the local economy as well (Florida Preservation Services [FPS] 1986:24). Promotion of Florida by developers and railroad men drew many settlers to the state and the Disston lands purchase drew settlers too (Lee County Division of Community Development 1988).

By 1885, there were approximately 50 families living within the town limits of the new town of Fort Myers. "The need for public improvements and better law enforcement led the residents to incorporate the settlement as a town," accomplished August 12, 1885. A mayor and councilmen were elected (Grismer 1949:255). These first permanent pioneers were farmers; the hunters and fishermen who had preceded them established only temporary camps. As the land was largely impassable, their market was Key West, a growing city which produced almost none of its own food (Tebeau 1966:233-234). Dissatisfaction in northern Monroe County concerning the distance to the county seat of Key West led to the establishment of Lee County in 1887. Named for General Robert E. Lee, Lee County, at the

time, was one of the largest counties in the state consisting of most of southwest Florida. The population for the entire county was recorded as 1,414 inhabitants in 1890.

By 1893, Dr. Cyrus Teed, founder of the Koreshan Unity Settlement, decided to establish a branch colony in Florida. However, within a few months on a return trip to Florida, he purchased 300 acres of land on the Estero River, located south of the project area. Shortly thereafter, a nucleus of colonists arrived to construct a community. The settlement was called "New Jerusalem," and Teed was known to his followers as "Koresh," the Hebrew translation of his given name Cyrus, which means "shepard" in Hebrew. The Koreshan settlement was an experiment in utopian communal living that emphasized usefulness and service to God and neighbor, and the denial of personal gain (Rea 1994:1).

At its peak in the early 20th century, New Jerusalem, known today as the Koreshan Unity Settlement, contained numerous residences and community buildings, a general store, a bakery, a publishing house, a machine shop, a sawmill, a concrete factory, boat building facilities, and other industrial buildings. The nuclear area of the settlement was concentrated around the junction of the two transportation routes--the Estero River and the road running north and south which over the years developed from a pioneer track, to a county road, to the Tamiami Trail (now US 41). Commercial ventures related to each of these transportation routes were established in the early days of the settlement.

With Teed's death in 1908, the Koreshan movement declined. The church leaders' celibate lifestyle required new members to be recruited from outside the community. Although New Jerusalem continued, without Teed's charismatic leadership, attracting new members proved more and more difficult (Rea 1994:58-59). By the late 1940s, dissolution of the community appeared eminent (Michel 1961).

While the Koreshan Unity Settlement at Estero enjoyed its greatest prosperity and a population of over 200 people between 1900-1905, the other early settlements of present day Lee County were slow to develop until the Florida land boom of the 1920s. Several reasons prompted the 1920s boom, including mild winters, growing number of tourists, increased use of the automobile, completion of roads, prosperity of the 1920s, and the promise by the state legislature never to pass state income or inheritance taxes.

A north/south connector from Tampa to Miami proposed to significantly open up Lee County. In 1915, the common name for US 41 was coined by the executive vice-president of the Tampa Board of Trade, L. P. Dickie. The name, the Tamiami Trail, was adopted officially in Orlando at the first meeting of the State Road Department. Construction slowly progressed, largely due to a lack of funding. As part of his promises for the designation of a new county, Collier pledged to complete the Tamiami Trail. Collier was successful in his promotion of the Trail and the automobile route across the Everglades, which linked Tampa and Miami. It was built on fill material obtained from a continuous pit next to the road. This resulted in roadside canal construction (Duever 1986:246). The Trail was officially

completed and opened by Governor John M. Martin on April 25, 1928 (Naples Daily News 3/2/72).

During the 1920s, developers constructed several subdivisions in Fort Myers, such as Edison Park, Dean Park, and Henley Place, and built numerous Mediterranean Revival style buildings, both residential and commercial (Peters 1984:10). "As the City of Fort Myers grew along the southern banks of the Caloosahatchee River, the downtown commercial area separated the older residential area to the east from the slightly newer section of buildings to the west" (Peters 1984:24).

Modest signs of growth were halted by the "bust" of Florida real estate and the Great Depression. By 1926-27, the bottom fell out of the Florida real estate market. Massive freight car congestion from hundreds of loaded cars sitting in railroad yards caused the Florida East Coast Railway to embargo all but perishable goods in August of 1925 (Curl 1986:84-84). The embargo spread to other railroads throughout the state and, as a result, most construction halted. The 1926 real estate economy in Florida was based upon such wild land speculations that banks could not keep track of loans or property values (Eriksen 1994:172). By October, rumors were rampant in northern newspapers concerning fraudulent practices in the real estate market in south Florida. To counteract the reports, T. Coleman du Pont, chairman of the Mizner Development Corporation of Palm Beach County, held an open meeting to try to convince the public that the increase in property values represented real worth. However, the next week du Pont and several other board members resigned in a public letter to the New York Times. Du Pont brought stability to the Corporation, which was undertaking the development of Boca Raton in Palm Beach County. After the public letter, confidence in the Florida real estate market quickly diminished, investors could not sell lots, and the Great Depression hit Florida earlier than the rest of the nation (Curl 1986:84-84).

To make the situation even worse, two hurricanes hit south Florida in 1926 and 1928. The hurricanes damaged Lee County. Soon after, the collapse of the Florida Land Boom, the October 1929 stock market crash, and the onset of the Great Depression left Lee County in a state of stagnation. Lee County population numbered only 14,990 inhabitants in 1930 (Grismer 1949:257). By the mid-1930s, federal programs, implemented by the Roosevelt administration, started employing large numbers of construction workers, helping to revive the economy of the state. The programs were instrumental in the construction of parks, bridges, and public buildings.

The 1940 population of Lee County totaled 17,488 and the population of Fort Myers included 10,604 inhabitants (Grismer 1949:257). World War II brought the construction of two air bases in the Fort Myers area, Buckingham and Page Fields. Buckingham Field, at its peak, had 16,000 servicemen stationed there. Many of the servicemen stationed in the area returned with their families to make Fort Myers their home after the war, even though the bases were closed (Board and Bartlett 1985:28). This contributed to the continued, steady

growth of Fort Myers. As veterans returned, the trend in new housing focused on the development of small tract homes in new subdivisions.

Largely, the post-World War II development of Lee County is similar to that of the rest of America: increasing numbers of automobiles and asphalt, an interstate highway system, suburban sprawl, and strip development along major state highways. Florida's population increased from 1,897,414 to 2,771,305 from 1940 to 1950 (Tebeau 1971:431). After the war, car ownership increased, making the American public more mobile, making vacations more inexpensive, and easier.

The construction of suburbs and malls, such as the Edison Mall in Fort Myers in 1965 (Board and Bartlett 1985:28), changed the character of Florida's cities creating a string of development along coastal areas. Development and settlement patterns over the latter half of the twentieth century have pushed ever outward along coastal areas and through the center of the state along the I-4 corridor. Construction has boomed in recent decades in Lee County resulting partially from the aftereffects of a devastating storm. In 1960, Hurricane Donna slammed through the area. Afterwards, millions of insurance dollars and an abundance of work revitalized a sluggish economy (Dean 1991:93). In Fort Myers, development has concentrated east and west along the river and south along Cleveland Avenue (City of Fort Myers Planning Department 1990:12). The completion of I-75 in the 1980s generated a spurt of activity that has continued into the 1990s (Board and Colcord 1992:12; Purdum 1994).

5.0 RESEARCH CONSIDERATIONS AND FIELD METHODOLOGY

5.1 Background Research and Literature Review

A comprehensive review of archaeological and historical literature, records and other documents and data pertaining to the project area was conducted. The focus of this research was to ascertain the types of cultural resources known in the project area and vicinity, their temporal/cultural affiliations, site location information, and other relevant data. This included a review of sites listed in the NRHP, the FSF, cultural resource survey reports, published books and articles, unpublished manuscripts, maps, and information from the files of Archaeological Consultants, Inc.

It should be noted that FSF data used in this report were obtained in November 2000 from the FSF. However, according to Dr. Marion Smith, administrator of the FSF, input is typically six months behind receipt of reports and site files. Thus, the findings of the background research phase of investigation may not be current with actual work performed in the general project area.

5.1.1 Archaeological Considerations: For archaeological survey projects of this kind, specific research designs are formulated prior to initiating fieldwork in order to delineate project goals and strategies. Of primary importance is an attempt to understand, on the basis of prior investigations, the spatial distribution of known resources. Such knowledge serves not only to generate an informed set of expectations concerning the kinds of sites which might be anticipated to occur within the project area, but also provides a valuable regional perspective and, thus, a basis for evaluating any new sites discovered.

A review of the Fort Myers SE quadrangle map at the FSF indicated that two prehistoric archaeological sites have been recorded within a two mile radius of the project area. These two sites consist of a single artifact site located northwest of the project area, and a mound located one and one half miles to the west. In addition, several more sites have been recorded within five miles of the project area. These are located on or near the Gulf coast, the Caloosahatchee River, in and around Estero Bay, and on islands or in mangrove areas. The sites are primarily sand mounds, shell middens, and burial mounds which have been recorded during professional and avocational archaeological surveys conducted in the last 20 years.

In the early 1970s, B. Calvin Jones of the Florida Division of Historical Resources, who oversaw the initial cultural resource assessment survey of I-75, discovered many sites along the proposed I-75 corridor. However, no sites were found along the portion of I-75 near this project (Jones 1975). A county-wide inventory and assessment of prehistoric sites in Lee County was conducted by Austin (Austin 1987) and updated in 1992 (Bellomo and

Fuhrmeister 1992). As a result, archaeological sensitivity areas were identified and previously recorded sites were relocated and evaluated. A mound, 8LL744, was recorded just west of the project area, along the Six Mile Cypress Slough during Austin's survey. In 1990, Almy and Deming conducted a survey of the Old Hickory Club Property immediately south of the Renaissance survey area but found no archaeological sites. A survey of Deer Run Estates by Janus Research (1994), northwest of the project area, recorded one site that contained a Florida Archaic Stemmed projectile point.

Other surveys conducted in environments similar to that of the project area include: An Archaeological Survey of Section 28 RPD (ACI 1996); A Cultural Resources Assessment Survey of the Schulman Parcel Hawk's Haven (ACI 1999) A Cultural Resource Assessment Survey of the Colonial Golf and Country Club (ACI 2000); and A Cultural Resource Assessment Survey of the Southwest Florida Pipeline Company Corridor (Fuhrmeister et al. 1991). These surveys did not result in the location of any prehistoric or historic archaeological sites. Such results are in keeping with Austin's (1987) predictive model for Lee County as noted below.

Based on data in the previously noted reports, variables such as soil drainage, distance to freshwater, relative topography, and proximity to food and other resources, including stone and clay, have proven to be good site indicators. In general, the research shows that archaeological sites are most often located in proximity to a permanent or semi-permanent water source, and these sites are found, more often than not, on better drained soils, or at the better drained upland margins of swamps, sinkholes, and bayheads. However, sites are also found in areas of high elevation regardless of soil drainage characteristics in what is referred to as a marginal environment typical of interior lowlands (Austin 1987:41). Sites expected to occur in a marginal environment are small, limited activity campsites such as lithic, artifact, or shell scatter type sites associated with the prehistoric exploitation of locally available resources; large, coastal villages are typically found directly on bays and creeks. Areas of low elevation relative to the surrounding terrain are considered less likely to contain evidence of prehistoric occupation, while those areas that are poorly drained are considered generally unsuitable for either habitation or special use campsites (Austin 1987:41; Bellomo and Fuhrmeister 1992).

It should be noted, however, that these settlement patterns cannot be readily applied to sites of the Paleo-Indian and Early Archaic periods which precede the onset of modern environmental conditions. During the Paleo-Indian and Early Archaic periods, archaeologists believe, settlement was restricted to areas near karst sinkholes or spring caverns (Milanich and Fairbanks 1980).

Thus, it was anticipated that the project area had a low to moderate potential for the occurrence of lithic or artifact scatter type sites. Given the results of the historic research, no 19th century homesteads, forts, military trails, or Indian encampments were expected within the development tract.

5.1.2 Historical/Architectural Considerations: Examination of the FSF and other historical data indicated that no historic structures (50 years of age or older) were previously recorded within or proximate to the project area or listed in NRHP. Preliminary reconnaissance of the general project vicinity indicated the absence of historic resources.

5.2 Field Methodology

Archaeological field methodology consisted of an initial reconnaissance whereby the survey area was checked for discrete areas where archaeological testing would be possible. Following ground surface inspection, subsurface shovel testing was carried out in order to locate sites not exposed on the ground, as well as to test for the presence of buried cultural deposits in areas yielding surface artifacts. Subsurface testing was carried out systematically at 50 m (164 ft) and 100 m (328 ft) intervals, as well as judgmentally.

Shovel test pits were circular and measured approximately 20 inches in diameter by at least 3.3 feet in depth unless impeded water. All soil removed from the test pits was screened through 1/4 inch mesh hardware cloth to maximize the recovery of artifacts. The locations of all shovel tests were plotted on the aerial maps and, following the recording of relevant data such as stratigraphic profile and artifact finds, all test pits were refilled.

Historic structures field methodology consisted of a reconnaissance survey of the project area to determine the location of any historic sites believed to be 50 years of age or older, and to ascertain if these resources could be eligible or potentially eligible for listing in the NRHP.

5.3 Laboratory Methods/Curation

In the event any cultural materials were recovered, laboratory methods would include an initial cleaning and sorting by artifact class. Lithics would be divided into tools and debitage on the basis of gross morphology. If found, tools would be measured, and the edges examined with a 10x hand lens for traces of edge damage. Lithic debitage would then be subjected to a limited technological analysis which focused on ascertaining the stages of stone tool production. When present, flakes and non-flake production debris (i.e. cores, blanks, preforms) would be measured, and examined for raw materials types and absence or presence of thermal alteration. Flakes would be classified into four types (primary decortication, secondary decortication, non-decortication, and shatter) on the basis of the amount of cortex on the dorsal surface and the shape (White 1963). Aboriginal ceramics, if discovered, would be classified into commonly recognized types on the basis of observable characteristics such as aplastic inclusions and surface treatment (Cordell 1992). Historic artifacts, if discovered, would be subjected to a functional and typological analysis after cleaning.

Curation would be at Archaeological Consultants, Inc. (ACI) in Sarasota, unless the client requests otherwise.

5.4 Unexpected Discoveries

If human burial sites such as Indian mounds, lost historic and prehistoric cemeteries, or other unmarked burials or associated artifacts were found, then the provisions and guidelines set forth in Chapter 872, F.S. (Florida's Unmarked Burial Law) would be followed. However, no burial mounds was expected in the project area.

6.0 SURVEY RESULTS AND CONCLUSIONS

6.1 Archaeological

Archaeological field survey entailed both ground surface reconnaissance and the excavation of 70 subsurface shovel tests throughout the three project parcels within the Renaissance survey area (Figure 6.1). These were excavated systematically at 50 m (164 ft), and 100 m (328 ft) intervals as well as judgmentally. As a result of these efforts, no prehistoric or historic period archaeological sites were discovered within the survey area. Therefore, no NRHP eligible archaeological sites are located within the project area These results were in keeping with the expectations derived from the background research. Therefore no additional archaeological work is recommended.

6.2 Historical

The historical resource survey of the project area revealed an absence of historic structures (50 years of age or older). Thus, no structures listed or considered eligible for listing in the NRHP are located within the project. No additional historical research is recommended.

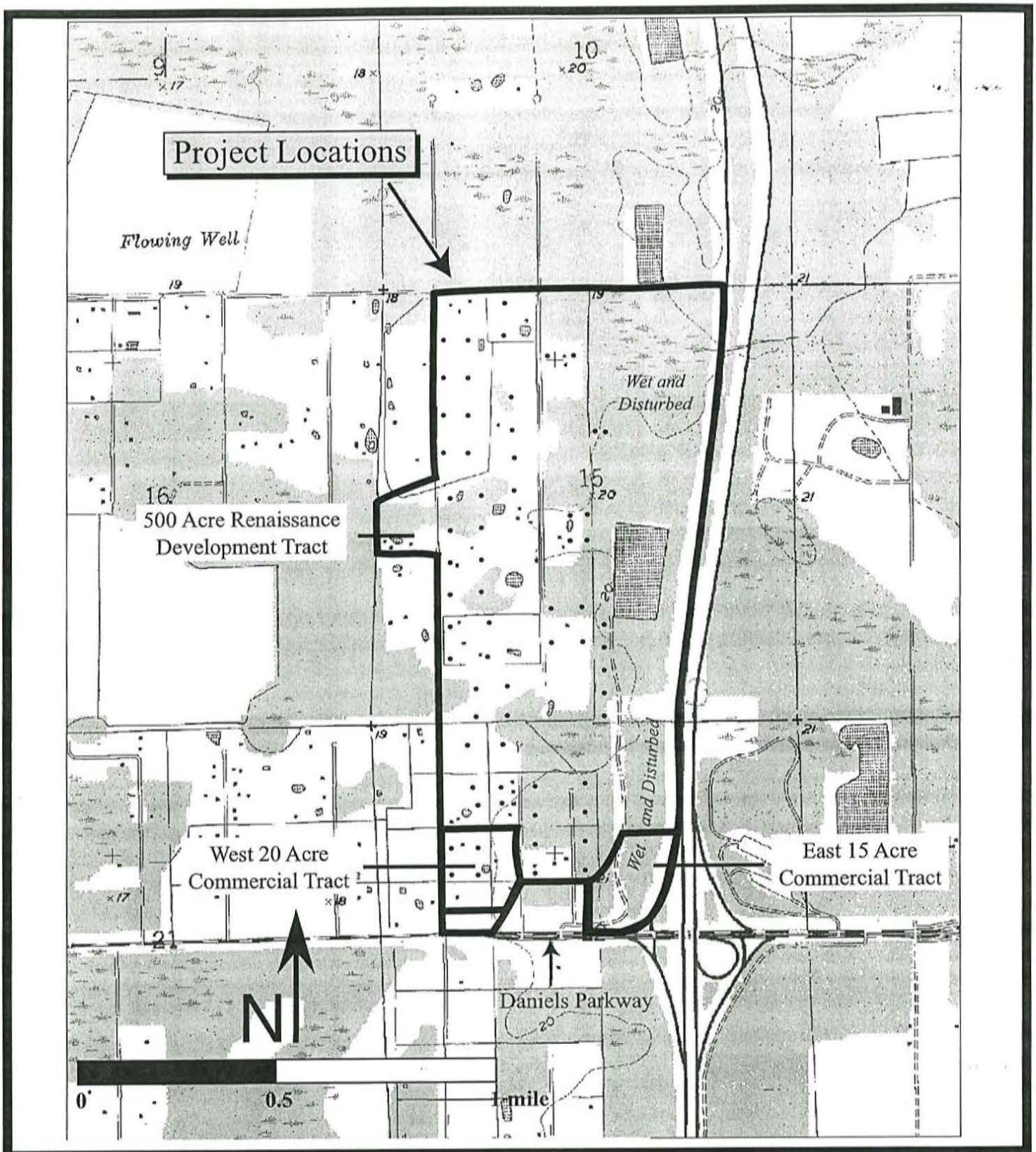


Figure 6.1. Approximate Locations of Shovel Test Pits (denoted by black dots) within the Renaissance Survey Area, Township 45 South, Range 25 East, Sections 15 and 22 (USGS Fort Myers SE, Fla. 1958, 1987).

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APPENDIX: Survey Log Sheet

FMSF USE ONLY
FMSF Survey #

Form Date 11/30/00

Survey Log Sheet

Florida Master Site File
Version 2.0 9/97

Consult *Guide to the Survey Log Sheet* for detailed instructions.

Recorder of Log Sheet Lee Hutchinson

Identification and Bibliographic Information

Survey Project (Name and project phase) Cultural Resource Assessment Survey of the Renaissnace Development Property, Lee County, Florida, Phase I

Is this a continuation of a previous project? [X] No [ ] Yes Previous survey#(s)

Report Title (exactly as on title page) Cultural Resource Assessment Survey, The 500 Acre Renaissance Development Tract, The West 20 Acre Renaissance Commercial Tract and the East 15 Acre Renaissance Commercial Tract, Lee County, Florida

Report Author(s) (as on title page-individual or corporate) Lee Hutchinson
Archaeological Consultants, Inc.

Publication Date (month/year) 11/00 Total Number of Pages in Report (Count text, figures, tables, not site forms) 39

Publication Information (if relevant, series and no. in series, publisher, and city. For article or chapter, cite page numbers. Use the style of *American Antiquity.* See *Guide to the Survey Log Sheet.*) Archaeological Consultants, Inc.
P.O. Box 5103, Sarasota, FL 34277-5103

Supervisor(s) of Fieldwork (whether or not the same as author[s]) Wendy Weaver

Affiliation of Fieldworkers (organization, city) Archaeological Consultants, Inc.

Key Words/Phrases (Don't use the county, or common words like *archaeology, structure, survey, architecture.* Put the most important first. Limit each word or phrase to 25 characters). Renaissance Development, three parcels, Lee County

Survey Sponsors (corporation, government unit, or person who is directly paying for fieldwork)
Name Worthington of Renaissance, LLC
Address/Phone 14291 Metro Parkway, #1300, Ft. Myers, FL 34277

Mapping

Counties (List each one in which field survey was done-do not abbreviate) Lee County

USGS 1:24,000 Map(s): Names/Dates: Fort Myers SE, Fla. 1958, PR 1987

Remarks (Use supplementary sheet[s] if needed) No historic or prehistoric archaeological sites recorded; no historic structures recorded.

Description of Survey Area

Dates for Fieldwork: Start 11/20/00 End 11/22/00 Total Area Surveyed (fill in one) ____ hectares 500, acres

Number of District Tracts or Areas Surveyed 3

If Corridor (fill in one for each) Width ____ meters ____ feet Length ____ kilometers ____ miles

Types of Survey (check all that apply) [X] archaeological [ ] architectural [X] historical/archival [ ] underwater [ ] other: ____

Survey Log Sheet of the Florida Master Site File

Research and Field Methods

Preliminary Methods (Check as many as apply to the project as a whole. If needed write others at bottom).

- [ ] Florida Archives (Gray Building)
- [ ] Florida Photo Archives (Gray Building)
- [X] FMSF site property search
- [X] FMSF survey search
- [ ] other (describe)
- [ ] library research - *(local public)*
- [ ] library-special collection- *(non local)*
- [X] Public Lands Survey (maps at DEP)
- [ ] local informant(s)
- [ ] local property or tax records
- [ ] newspaper files
- [X] literature search
- [ ] Sanborn Insurance maps
- [X] windshield survey
- [X] aerial photography

Archaeological Methods (Describe the proportion of properties at which method was used by writing in the corresponding letter. Blanks are interpreted as "None.")

F(-ew: 0-20%, S(-ome: 20-50%); M(-ost: 50-90%); or A(-ll, Nearly all: 90-100%). If needed write others at bottom.

- [ ] Check here if NO historical/architectural methods were used.

___ surface collection, controlled
___ surface collection, uncontrolled
A shovel test-1/4" screen
___ shovel test-1/8" screen
___ shovel test-1/16" screen
___ shovel test-unscreened
___ other (describe):
___ other screen shovel test (size: _____)
___ water screen (finest size: _____)
___ posthole tests
___ auger (size: _____)
___ coring
___ test excavation (at least 1x2 m)
___ block excavation (at least 2x2 m)
___ soil resistivity
___ magnetometer
___ side scan sonar
___ unknown

Historical/Architectural Methods (Describe the proportion of properties at which method was used by writing in the corresponding letter. Blanks are interpreted as "None.")

F(-ew: 0-20%, S(-ome: 20-50%); M(-ost: 50-90%); or A(-ll, Nearly all: 90-100%). If needed write others at bottom.

- [ ] Check here if NO historical/architectural methods were used.

___ building permits
___ commercial permits
___ interior documentation
___ other (describe):
___ demolition permits
S exposed ground inspected
___ local property records
___ neighbor interview
___ occupant interview
___ occupation permits
___ subdivision maps
___ tax records
___ unknown

Scope/Intensity/Procedures background research, windshield survey, surface reconnaissance subsurface testing - 43 ST a 50 and 100 m intervals as well as judgmentally placed; report prepared

Survey Results (cultural resources recorded)

Site Significance Evaluated? [ ] Yes [X] No If *Yes*, circle NR-eligible/significant site numbers below.

Site Counts: Previously Recorded Sites na Newly Recorded Sites _____

Previously Recorded Site #'s (List site #'s without "8." Attach supplementary pages if necessary) _____

Newly Recorded Site #'s (Are you sure all are originals and not updates? Identify methods used to check for updates, ie, researched the FMSF records). List site #s without "8." Attach supplementary pages if necessary. _____

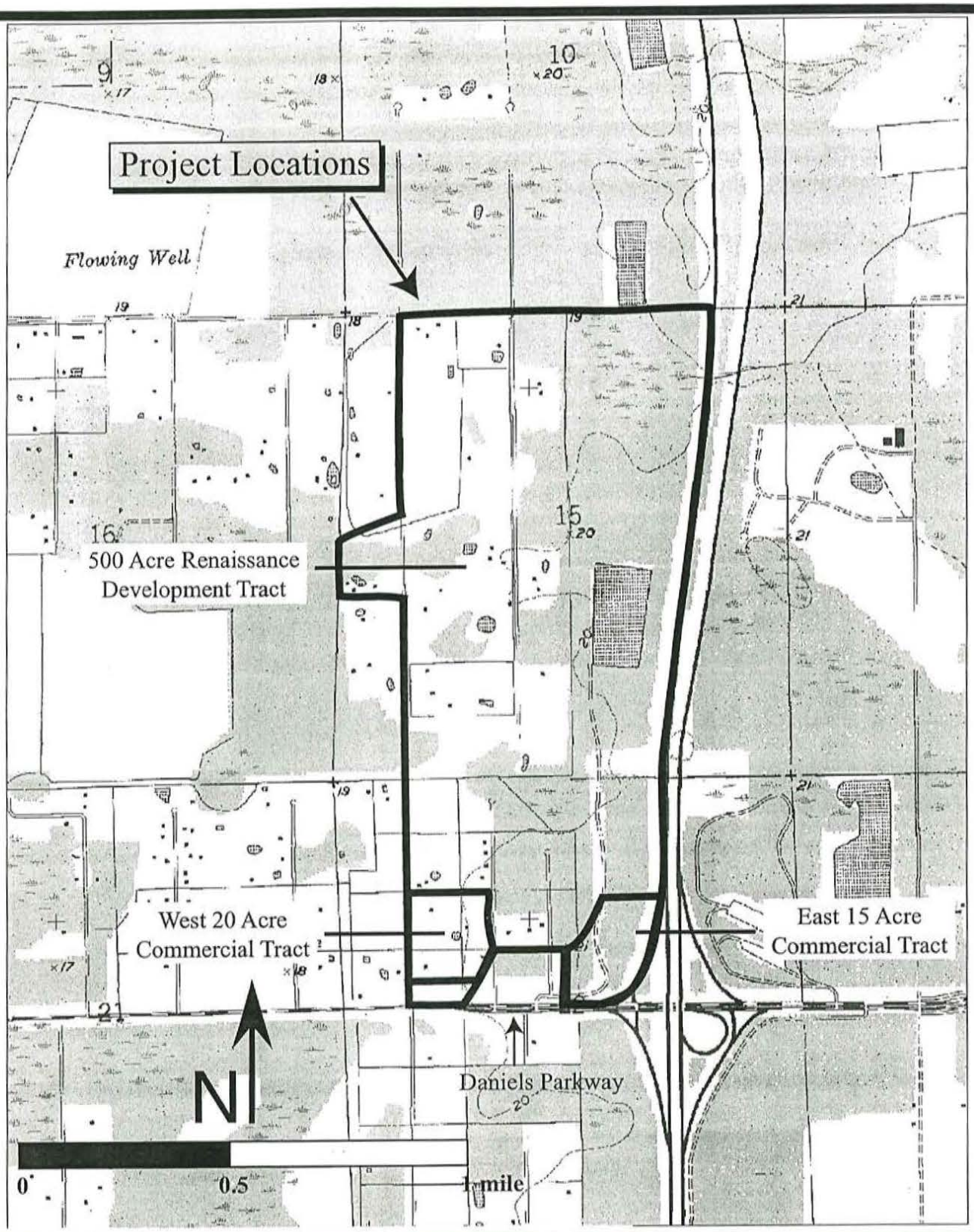
Site Form Used: [ ] SmartForm [ ] FMSF Paper Form [X] Approved Custom Form: Attach copies of written approval from FMSF Supervisor and Supervisor-signed form.

DO NOT USE **********SITE FILE USE ONLY************DO NOT USE**

BAR Related
[ ] 872 [ ] 1A32
[ ] CARL [ ] UW

BHP Related
[ ] State Historic Preservation Grant
[ ] Compliance Review CRAT #_____

ATTACH PLOT OF SURVEY AREA ON PHOTOCOPIES OF USGS 1:24,000 MAP(S)



Environmental Setting of the Renaissance Survey Area; Township 45 South, Range 25 East, Sections 15 and 22 (USGS Fort Myers SE, Fla. 1958, 1987).

The Colony CPD

LEE COUNTY
SOUTHWEST FLORIDA
DIVISION OF PLANNING

Development Type - DCI

Status - Approved

Daniels Parkway Planning Community

Project Approvals

Use	ACRES	UNITS	Square Feet	Note
Commercial				
Total Commercial	10.00			
Commercial Office	0.00		12,000	
Commercial Retail	0.00		60,000	
Grand Total of Commercial Uses	**10.00**		**72,000**	
Project Total	***10.00***		***72,000***	

Project Hearings

Resolution #	Hearing Date	Hearing #	Approved	S-T-R:	Notes
PD-92-009	5/22/92	88-7-16 DCI(a)	Yes	20-45-25	Adds day-care
PD-94-026	10/10/94	88-7-16 DCI(b)	Yes	20-45-25	Adds 36-bed ACLF
Z-88-194	10/10/88	88-7-16 DCI	Yes	20-45-25	Rezone RM-2 to CPD & RS-1

Daniels Falls CPD

LEE COUNTY
SOUTHWEST FLORIDA
DIVISION OF PLANNING

Development Type - DCI

Status - Approved

Daniels Parkway Planning Community

Project Approvals

Use	ACRES	UNITS	Square Feet	Note
Commercial				
Total Commercial	30.00		100,000	
Hotel/Motel	0.00	150		
Grand Total of Commercial Uses	**30.00**	**150**	**100,000**	
Project Total	***30.00***	***150***	***100,000***	

Project Hearings

Resolution #	Hearing Date	Hearing #	Approved	S-T-R:	Notes
Z-96-047	9/16/96	96-02-271.03Z	Yes	21-45-25	Rezone AG-2 to CPD

U.S. Communities/ Riverside Baptist Church RPD

LEE COUNTY
SOUTHWEST FLORIDA
DIVISION OF PLANNING

Development Type - DCI

Status - Approved

Daniels Parkway Planning Community

Project Approvals

Use	ACRES	UNITS	Square Feet	Note
Commercial				
Commercial Retail	0.00		30,000	
ACLF/Nursing Home	0.00	150		Units=beds
Commercial Office	0.00		297,500	
Grand Total of Commercial Uses	**0.00**	**150**	**327,500**	
Public				
Churches	79.92			
Open Space/Parks	11.10			Strap area is larger than actual parcel area
Grand Total of Public Uses	**91.02**			
Residential				
Single Family Residential	41.60	135		Strap area is larger than actual parcel area
Grand Total of Residential Uses	**41.60**	**135**		
Conservation				
Wetlands/Conservation	6.50			Strap area is larger than actual parcel area
Grand Total of Conservation Uses	**6.50**			
Project Total	***139.12***	***285***	***327,500***	

Project Hearings

Resolution #	Hearing Date	Hearing #	Approved	S-T-R:	Notes
Z-98-025	6/29/98	97-10-028.03Z	Yes	21-45-25	Rezone AG-2 & RPD to CPD
Z-87-157	3/14/88	87-8-9 DCI	Yes	21-45-25	Rezone AG-2 to RPD

Palomino Park CPD

LEE COUNTY
SOUTHWEST FLORIDA
DIVISION OF PLANNING

Development Type - DCI

Status - Approved

Daniels Parkway Planning Community

Project Approvals

Use	ACRES	UNITS	Square Feet	Note
Commercial				
Total Commercial	17.51			
Hotel/Motel	0.00	125		
Commercial Office	0.00		40,000	
Commercial Retail	0.00		80,000	
Grand Total of Commercial Uses	**17.51**	**125**	**120,000**	
Project Total	***17.51***	***125***	***120,000***	

Project Hearings

Resolution #	Hearing Date	Hearing #	Approved	S-T-R:	Notes
Z-89-064	9/10/90	89-6-27-1-DCI	No	22-45-25	Remanded to HEX
Z-91-089	10/28/91	89-6-27-1-DCI	Yes	22-45-25	Rezone RM-2 to CPD

Daniels Falls CPD

LEE COUNTY
SOUTHWEST FLORIDA
DIVISION OF PLANNING

Development Type - DCI

Status - Approved

Daniels Parkway Planning Community

Project Approvals

Use	ACRES	UNITS	Square Feet	Note
Commercial				
Total Commercial	30.00		100,000	
Hotel/Motel	0.00	150		
Grand Total of Commercial Uses	**30.00**	**150**	**100,000**	
Project Total	***30.00***	***150***	***100,000***	

Project Hearings

Resolution #	Hearing Date	Hearing #	Approved	S-T-R:	Notes
Z-96-047	9/16/96	96-02-271.03Z	Yes	21-45-25	Rezone AG-2 to CPD

VANASSE & DAYLOR, LLP
Planners • Landscape Architects • Civil Engineers • Environmental Scientists
V&D
FL Lic #366

RENAISSANCE SOUTH:

FUTURE LAND USE

MAP

AMENDMENT

PROJECT # 80306

12730 New Brittany Boulevard, Suite 600, Fort Myers, Florida 33907 • Website: www.vanday.com
Telephone: 941-437-4601 • Fax: 941-437-4636 • Email: admin@vanday.com

VANASSE & DAYLOR, LLP
Planners • Landscape Architects • Civil Engineers • Environmental Scientists
V&D
FL Lic #366

September 29, 2000

Mr. Matt Noble, Senior Planner
Lee County Department of Community Development
1500 Monroe Street
Fort Myers, Florida 33901

Re: Renaissance South
Future Land Use Map Amendment

Dear Matt:

On behalf of Worthington Holdings, I am pleased to submit this Future Land Use Map Amendment request to revert the area known as Daniels Interchange MPD from Mixed Use Interchange to Outlying Suburban. This amendment represents a significant reduction in the approved intensity of this property.

The purpose for the amendment is to allow for a master planned community that will ultimately include approximately 500 acres. Further, the amendment will allow for the property owner to more comprehensively address water management, access, preservation and connection with the Daniels Parkway commercial area.

Attached to this FLUM Amendment application is a detailed evaluation of the resulting reduction of impacts on water, sewer, fire, police and transportation facilities. Further, the documentation clearly details how the proposed amendment is consistent with the Lee Plan.

If you have any questions, or would like to review this amendment with the applicants, please do not hesitate to contact me. Should you need any additional information, graphics or justification, I will be happy to promptly provide you with whatever you need.

In advance, thank you for your attention to this matter.

Sincerely,
Vanasse & Daylor, LLP

Mitchel A. Hutchcraft, ASLA, AICP
Executive Vice President

Cc: Scott Connell, Worthington Communities
Mark McCleary, Community Engineering Services
Russell Schropp, Hederson Franklin Starnes and Holt, P.A.

12730 New Brittany Boulevard, Suite 600, Fort Myers, Florida 33907 • Website: www.vanday.com
Telephone: 941-437-4601 • Fax: 941-437-4636 • Email: admin@vanday.com

LEE COUNTY
SOUTHWEST FLORIDA

RECEIVED
GMO
SEP 28 2000
PERMIT COUNTER

Lee County Board of County Commissioners
Department of Community Development
Division of Planning
Post Office Box 398
Fort Myers, FL 33902-0398
Telephone: (941) 479-8585
FAX: (941) 479-8519

APPLICATION FOR A COMPREHENSIVE PLAN AMENDMENT

(To be completed at time of intake)

DATE REC'D: 9/28/2000 REC'D BY: GMO

APPLICATION FEE: 806.00 TIDEMARK NO: CPA2000-00003

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: 143

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.

9.27.00 _____
DATE SIGNATURE OF OWNER OR AUTHORIZED REPRESENTATIVE

I. APPLICANT/AGENT/OWNER INFORMATION

WORTHINGTON HOLDINGS
APPLICANT

14291 METRO PARKWAY, BLDG. 1300
ADDRESS

FT. MYERS FL 33912
CITY STATE ZIP

(941) 561-4666 (741) 561-4676
TELEPHONE NUMBER FAX NUMBER

MITCHEL A. HUTCHCRAFT, ASLA, AICP
AGENT*

12730 NEW BRITTANY BLVD., STE 600
ADDRESS

FT. MYERS FL 33907
CITY STATE ZIP

(941) 437.4601 (941) 437.4636
TELEPHONE NUMBER FAX NUMBER

WORTHINGTON HOLDINGS
OWNER(s) OF RECORD

SAME AS ABOVE
ADDRESS

CITY STATE ZIP

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.

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 19)
List Number(s) of Map(s) to be amended
MAP 1

B. SUMMARY OF REQUEST (Brief explanation):
CONVERT 153 ACRES OF MIXED USE INTERCHANGE AND +/- 5 ACRES OF GENERAL INTERCHANGE TO OUTLYING SUBURBAN. THE RESULT WILL BE A REDUCTION IN INTENSITY BY CONVERTING THESE COMMERCIAL AREAS TO RESIDENTIAL.

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

A. Property Location:

1. Site Address: 13050 DANPORT BLVD.
2. STRAP(s): SEE ATTACHED LIST

B. Property Information

Total Acreage of Property: 158 ACRES +/-

Total Acreage included in Request: 158 ACRES +/-

Area of each Existing Future Land Use Category:

Total Uplands:

Total Wetlands:

Current Zoning: MPD, AG-2 AND CPD

Current Future Land Use Designation: MIXED USE INTERCHANGE
GENERAL INTERCHANGE

LETTER OF AUTHORIZATION

TO LEE COUNTY COMMUNITY DEVELOPMENT

The undersigned do hereby swear or affirm that they are the fee simple title holders and owners of record of property commonly known as Renaissance *and legally described in exhibit A attached hereto.*

The property described herein is the subject of an application for zoning or development. We hereby designate Mitchell Huttenlocher *as the legal representative of the property and as such, this individual is authorized to legally bind all owners of the property in the course of seeking the necessary approvals to develop. This authority includes but is not limited to the hiring and authorizing of agents to assist in the preparation of applications, plans, surveys, and studies necessary to obtain zoning and development approval on the site. This representative will remain the only entity to authorize development activity on the property until such time as a new or amended authorization is delivered to Lee County.*

Scott Connell
Owner (signature)*

Scott Connell V.P.
Printed Name
Worthington Holdings LLC

Owner (signature)*

Printed Name

Owner (signature)*

Printed Name

Owner (signature)*

Printed Name

STATE OF FLORIDA
COUNTY OF LEE

Sworn to (or affirmed) and subscribed before me this 23 day of August, 2000, by Scott Connell, who is personally known to me or who has produced _____ as identification.

(SEAL)
WENDY L. LOFGREN
MY COMMISSION # CC 774303
EXPIRES: October 2, 2002
Bonded Thru Notary Public Underwriters

Wendy L. Lofgren
Notary Public

Wendy L. Lofgren
(Name typed, printed or stamped)

*If more than one owner then all owners must sign. See explanation on back.

ZDS0103 Rev.04
3/01/97

Lee County Property Appraiser

Real Property Database Listing

31 Rows Returned in the Search

STRAP (Parcel) No.	Site Address	Owner Name
15-45-25-00-00001.0110	12751 MORGAN HILL RD Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD
15-45-25-00-00001.0270	12750 MORGAN HILL RD Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD
15-45-25-00-00001.0300	12930 MORGAN HILL RD Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD
22-45-25-00-00002.1270	13001 MUSTANG LN Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD
22-45-25-01-0000A.0030	13310 DANPORT BLVD Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD
22-45-25-01-0000A.0040	13280 DANPORT BLVD Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD
22-45-25-01-0000A.0050	13250 DANPORT BLVD Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD
22-45-25-01-0000A.0060	13220 DANPORT BLVD Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD
22-45-25-01-0000A.0070	13190 DANPORT BLVD Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD
22-45-25-01-0000A.0080	13160 DANPORT BLVD Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD
22-45-25-01-0000B.006A	0 RESERVED Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD
22-45-25-00-00001.0260	13061 PALOMINO LN Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD
22-45-25-00-00002.1000	13397 MUSTANG LN Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD
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22-45-25-00-00002.1150	13200 DANPORT BLVD Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD

22-45-25-00-00002.1160	13330 MUSTANG LN Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD
22-45-25-00-00002.116A	13180 MUSTANG LN Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD
22-45-25-00-00002.1180	13160 MUSTANG LN Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD
22-45-25-00-00002.118A	13130 MUSTANG LN Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD
22-45-25-00-00002.1260	13301 DANPORT BLVD Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD
22-45-25-01-0000A.0090	13130 DANPORT BLVD Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD
22-45-25-01-0000A.0100	13070 DANPORT BLVD Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD
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22-45-25-01-0000B.0040	13151 DANPORT BLVD Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD
22-45-25-01-0000B.0050	13091 DANPORT BLVD Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD
22-45-25-01-0000B.0060	13031 DANPORT BLVD Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD
15-45-25-00-00001.0160	12951 MORGAN HILL RD Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD
15-45-25-00-00001.0180	12901 MORGAN HILL RD Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD
22-45-25-00-00002.1020	13231 DANPORT BLVD Fort Myers 33912	DANIELS-I75 ASSOCIATES LTD%

[New List][Subscription Services Page][Lee PA Home]

Existing Land Use: VACANT, SCATTERED RESIDENTIAL

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:

CONVERT TO OUTLYING SUBURBAN

E. Potential development of the subject property:

1. Calculation of maximum allowable development under existing FLUM:

Residential Units/Density: 500 RESIDENTIAL UNITS

Commercial intensity: 275,000 SQUARE FEET

Industrial intensity: 300,000 SQUARE FEET

2. Calculation of maximum allowable development under proposed FLUM:

Residential Units/Density: 474 RESIDENTIAL UNITS

Commercial intensity: MINIMAL

Industrial intensity: N/A

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.

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.

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.

4. Map and describe existing zoning of the subject property and surrounding properties.

5. The legal description(s) for the property subject to the requested change.

6. A copy of the deed(s) for the property subject to the requested change.

7. An aerial map showing the subject property and surrounding properties.

8. If applicant is not the owner, a letter from the owner of the property authorizing the applicant to represent the owner.

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.

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.

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

   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.

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).

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.

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.

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.

3. Describe how the proposal affects adjacent local governments and their comprehensive plans.

4. List State Policy Plan and Regional Policy Plan goals and policies which are relevant to this plan amendment.

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.

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.

3. Requests involving lands in critical areas for future water supply must be evaluated based on policy 2.4.2.

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

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	$500.00 each
Map Amendment > 20 Acres	$500.00 and $20.00 per 10 acres up to a maximum of $2,255.00
Text Amendment Flat Fee	$1,250.00 each

AFFIDAVIT

I, Mitchel A. Hutchcraft, 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 for the purpose of investigating and evaluating the request made through this application.

Signature of owner or owner-authorized agent

9.27.2000
Date

Mitchel A. Hutchcraft
Typed or printed name

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was certified and subscribed before me this 27th day of Sept. ~~19~~ 2000 by Mitchel A. Hutchcraft, who is personally known to me ~~or who has produced~~ as identification.

(SEAL)

D. M. WAKEMAN
Notary Public - State of Florida
My Commission Expires Jun 29, 2004
Commission # CC951971

Signature of notary public

D. M. WAKEMAN
Printed name of notary public

Project Team:
Renaissance Future Land Use Amendment

Planning:
Mitchel A. Hutchcraft, ASLA, AICP
Vanasse & Daylor, LLP
12730 New Brittany Blvd.
Suite 600
Fort Myers, Florida

Engineering:
Mark McCleary, President
Community Engineering Services
9200 Bonita Beach Road
Suite 213
Bonita Springs, FL 34135

Legal:
Russell Schropp
Henderson, Franklin, Starnes and Holt
1715 Monroe Street
Fort Myers, FL 33901

Environmental:
RaeAnn Boylan
Boylan Environmental Services
11000 Metro Parkway
Suite 4
Fort Myers, FL 33912

Future Land Use Map Amendment

Renaissance at Daniels Parkway & I-75

Converting Mixed Use Interchange and General Commercial Interchange to Outlying Suburban

IV. AMENDMENT SUPPORT DOCUMENTATION:

A. General Information and Maps:

A.1. Provide any proposed text changes:

The applicant is not requesting any amendments to the text other than the reallocation of 2020 acreage from the Mixed Use Interchange category to Outlying Suburban. This shift in acreage is necessary to accommodate the desired amount of residential uses. An updated copy of the 2020 allocation table for the Daniels Parkway Planning Community is attached.

The result of this amendment will be that there will no longer be any land designated as "Mixed Use Interchange". However, the applicant is not proposing that this category be deleted, because it is anticipated that other portions of the Daniels Interchange area may take advantage of this category in the future.

A.2. Future Land Use Map:

A copy of the Future Land Use Map showing the boundaries of the subject property, surrounding street network, surrounding future land use map designations, and natural resources is attached as Exhibit A.2.

A.3 Existing Land Use Map:

A map depicting the existing land uses on a recent aerial is attached as Exhibit A.3. The consistency of the current uses with the proposed changes are presented below.

Consistency:

The existing land use of the subject property is predominantly vacant, except for 4 single-family homes. The subject property is currently approved for significant commercial, industrial and residential densities. The proposed use will result in a significant reduction in the intensity of use permitted on this property. The result will be that the proposed use will be more consistent with the adjacent uses, as presented below.

North: To the north of the subject property is an undeveloped area designated as Outlying Suburban. This property will be developed as a low-density residential area. The existing Master Concept Plan for the Daniels Interchange project depicts a residential zone as a transitional buffer between the more intensive commercial/industrial areas, and the low

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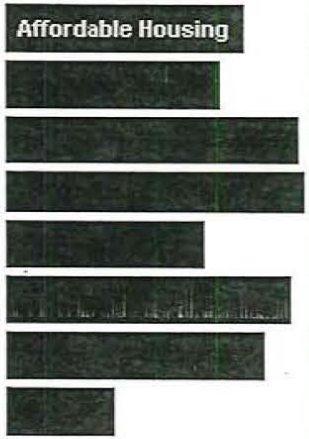
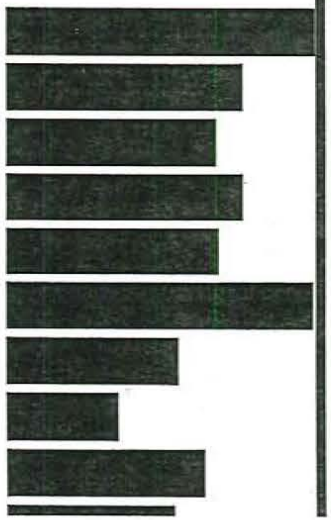
Sections



Other Info



Planning Community of Daniels Parkway

Back to Planning Communities Map

Year	Population
1998	6,538
2020*	8,272

* Forecast

Residential Use by Future Land Use Category	Acreage Allocation for Year 2020	Existing	Available
Outlying Suburban (OS)	940	720	220
General Interchange (GI)	9	7	2
Rural (R)	1,255	1,091	164

A.1

What's New?

Home

Wetlands (RPA)	7	40	-33
Total Residential	**2,211**	**1,865**	**346**

Other Uses	Acreage Allocation for Year 2020	Acreage Existing	Acreage Available
Commercial	397	29	368
Industrial	10	0	10

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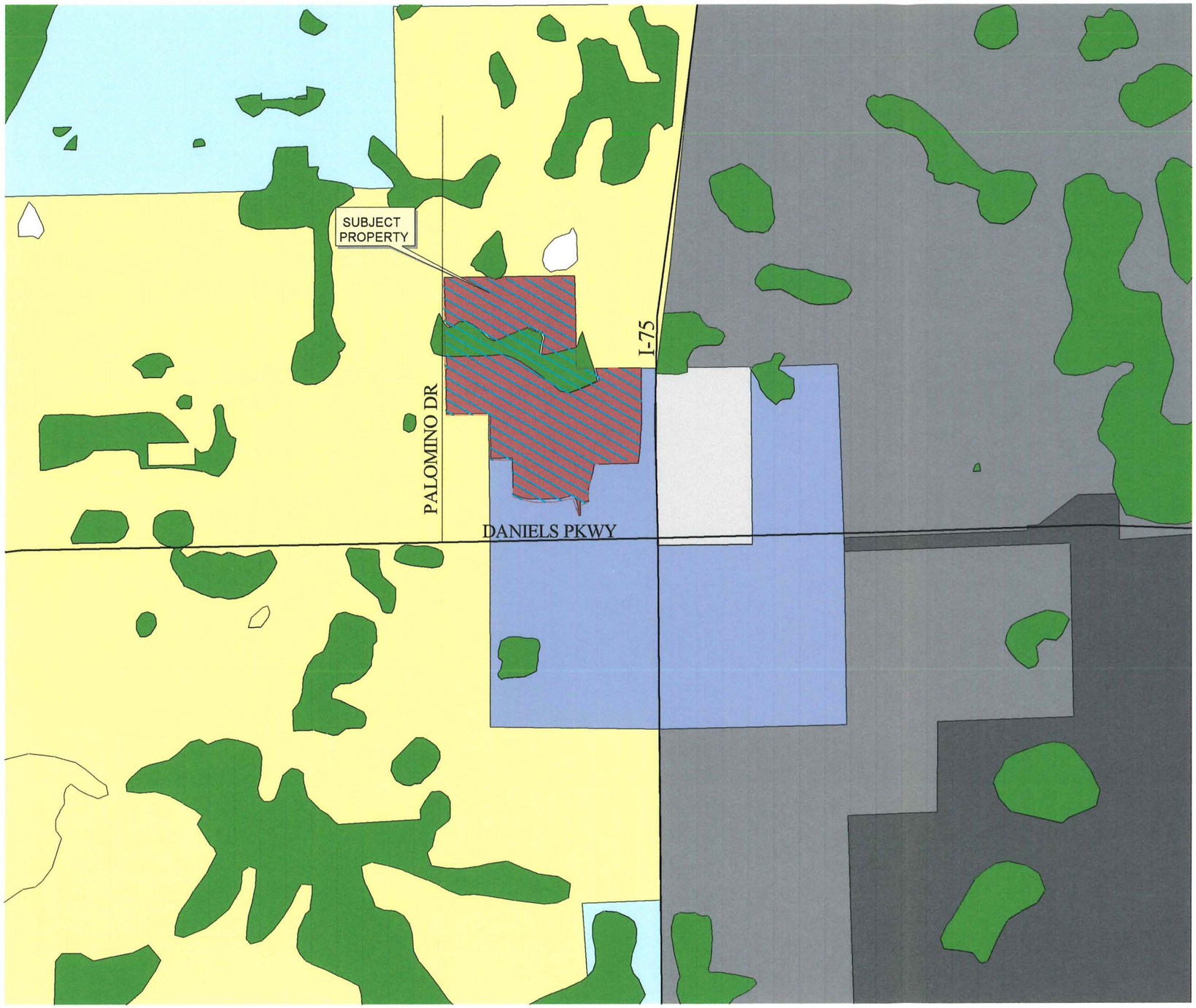
Last Revised: 08/18/00 02:11 PM

LEE COUNTY
FUTURE LAND USE MAP



FUTURE LAND USE CATEGORIES

- INTENSIVE DEVELOPMENT
- CENTRAL URBAN
- URBAN COMMUNITY
- SUBURBAN
- OUTLYING SUBURBAN
- INDUSTRIAL DEVELOPMENT
- PUBLIC FACILITIES
- UNIVERSITY COMMUNITY
- INDUSTRIAL/INTERCHANGE AREAS
- UNIVERSITY VILLAGE
- NEW COMMUNITY
- AIRPORT COMMERCE
- AIRPORT
- RURAL
- RURAL COMMUNITY PRESERVE
- OUTER ISLANDS
- OPEN LANDS
- DRGR
- WETLANDS
- INTERCHANGE MIXED USE

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A.2

density uses to the north. Under the proposed plan, the Daniels Interchange area will be re-designated as Outlying Suburban, allowing the 153 acres to be integrated with the land to the north as one, integrated, golf course community.

South: South of the subject property is an area of existing and future commercial uses. The current Daniels Interchange property allows for an intensification of uses as you proceed north from Daniels Parkway. This intensification was the topic of much concern under the previous Lee Plan Amendment (PAM/T 98-07).

The proposed amendment will allow for a master planned golf course community to be developed on the Daniels Interchange property, as well as the property to the north, which is currently designated as Outlying Suburban. The design of the master planned community will provide adequate buffers and separations from the commercial uses to ensure that the residential and commercial components are compatible. This effort is accentuated by the fact that the applicant currently controls the undeveloped commercial tracts to the south, and is planning to develop them in a manner compatible and complimentary to the residential uses to the north. In fact, the applicant is already undertaking a significant landscape improvement program to improve and enhance the existing commercial uses, the main entry at Danport Boulevard, and begin to establish an aesthetically pleasing entrance to the future residential development. This type of unified and integrated approach will not only ensure the compatibility of the two uses, but also begin to invigorate the commercial uses already in existence.

East: To the east of the subject property is I-75. Under the Daniels Interchange MPD, the subject property would allow for intensive commercial and industrial uses adjacent to this major roadway. Under the proposed amendment, residential uses would be allowed. A planned development for the Renaissance project will be submitted demonstrating the significant buffers, berms and setbacks being proposed to ensure compatibility between the residential uses and I-75. Further, the proposed uses will actually improve the aesthetic experience of traveling along I-75.

West: West of the subject property is Palomino Lane. Beyond Palomino is an area characterized by low density (3 dwelling units per acre or less) residential. Most recently approved, is the Danforth RPD, which has development slightly below 3 du/ac. The proposed conversion of the subject property from Mixed Use Interchange to Outlying Suburban will ensure greater compatibility between the existing and proposed residential uses along Palomino, than those currently allowed under the Mixed Use Interchange.



Sheet No. 1 of 1

PROJECT NO. 80306
ADD NO. MAP-A.3

V&D VANASSE & DAYLOR, LLP
8270 College Parkway
Suite 205
Fort Myers, Fl 33919

Planners • Landscape Architects • Civil Engineers • Environmental Scientists
Tel: 941-437-4601 • Fax: 941-437-4636 • email: admin@VANDAY.com

PROJECT & SHEET TITLE:
COMPREHENSIVE PLAN AMENDMENT MAP A .3
ZONING AND EXISTING LAND USE

PREPARED FOR:
WORTHINGTON HOLDINGS, Inc.
14291 Metro Parkway
Bldg. 1300
Fort Myers, FL 33912

PROJECT LOCATION:
SEC 22 & 15 TWP 45S RNG 25E
LEE COUNTY, FLORIDA

APPROVED:

DATE:

NOTE:
The information shown on these plans is subject to change. It is the recipients responsibility to verify all information prior to commencement of planning, engineering and/or construction.

SCALE:	1" =500'	
DRAWN:	BKM	9-5-00
CHECKED:	MAH	9-5-00
APPROVED:	MAH	9-5-00

NO.	DATE:	BY:	REVISION:

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A.3 A.4

A.4. Existing Zoning:

A map depicting the existing zoning of the subject property and surrounding properties is attached as Exhibit A.4. A summary of the adjacent zoning is presented below:

North:	AG-2 (being rezoned by the applicant to RPD)
South:	CPD/AG-2 (the vacant parcels are under control of the applicant, and will be developed in a manner that accentuates the proposed residential development.
East:	I-75
West:	Palomino Lane AG-2/RPD
Subject Property:	MPD (will be rezoned to RPD as part of the Renaissance project)

A.5. Legal Description:

A copy of the legal description for the subject property is attached as Exhibit A.5.

A.6. Deeds:

A copy of the executed contract for the subject property is attached as Exhibit A.6.

A.7. Aerial Map

An aerial map is integrated into Exhibit A.4, which also depicts the current zoning and existing land uses.

A.8. Authorization:

The applicant is the property owner, and therefore no additional authorization letter is required.

B. Public Facilities Impacts:

B.1. Traffic Circulation Analysis:

A detailed traffic circulation analysis was submitted as part of PAM/T 98-07. This analysis demonstrated that the uses, as currently approved, could be accommodated by the existing and programmed improvements. The proposed amendment will result in a significant reduction in intensity and density within this TAZ. A copy of the traffic circulation analysis for PAM/T 98-07 is attached in Appendix "B1", along with a comparison of the anticipated trips for the approved uses, and the requested uses.

Because this question was reviewed and approved for PAM/T 98-07, which reflects an increase over the previous uses, and the proposed amendment is consistent with the adopted MPO plans and FDOT's 5-year Transportation Plan, and will not require any revisions to the Traffic Circulation and/or Capital Improvement Elements. This is clearly demonstrated by the decrease in intensity below the previous uses. For this reason, no additional Traffic Circulation Analysis should be required.

B.2 Project Infrastructure:

a. Sanitary Sewer Analysis:

The property is located within the Lee County Utilities franchise area and is served through an agreement with the City of Fort Myers (CFM). The closest line is at either Daniels Parkway, being a 16" force main, within approximately 2,000 feet to the south; or a lift station at Skyport Avenue, approximately 1,200 linear feet to the south. Presently the CFM sewer plant is operation at 70% of its 12.0 MGD capacity. The additional proposed area could generate a demand of .086 MGD, (187.5 GPD/Unit) as a worst case. This represents a reduction of approximately .052 MGD below what is currently approved (as listed in PAM/T 98-07). Because the amendment represents a reduction of demand, no improvements will be necessary to accommodate this amendment. Similarly, this amendment will not require any revisions to the sanitary sewer sub-element or CIE.

b. Potable Water Analysis:

The property is located within the Lee County Utilities franchise area and is served by the Corkscrew Regional Plant. The closest line is at either Daniels Parkway (30" D.I.P.), approximately 2,000 feet to the south; or Mall Loop Road within the Danport Commercial Area, (10" D.I.P.) approximately 1,000 feet to the south. Presently, the Corkscrew water treatment plan is operating at 90% of its 10.0 MGD capacity. The proposed amendment will result in a maximum demand of approximately 115,000 per day (250 gallons/unit), which is a reduction of 23,250 gallons per day over what is currently approved (as listed in PAM/T 98-07). The result is that no improvements in the system will be required, and no amendments to the potable water sub-element or CIE will be required.

c. Drainage/Surface Water Management Analysis:

The property is located within the Six Mile Cypress Watershed, and historically within the Cross Creek Sub-Watershed. Proposed drainage improvements have been integrated into surrounding development plans, in conjunction with the Danforth RPD. It is anticipated that funding for any required improvement will come from private developers and/or South Florida Water Management District (SFWMD). The proposed project will require approval from SFWMD and also compliance with Lee County's Level of Service Policy 70.1.3 for storm water management facilities. This amendment will not require any revisions to the surface water management sub-element or to the CIE.

d. **Parks/Recreation/Open Space Analysis:**
The property is located in Park Impact Fee District 4, and according to the analysis prepared by Lee County, there are 187 acres of community parks in this district. The current level of service for Community Parks is .8 acres per 1,000 persons, with a "desirable" standard of 1.75 acres per 1,000 persons. The estimated population for the District 4 Impact Fee District in 1995 was 99,400, and it appears that the regulatory Level of Service Standard will be met through the year 2020. As identified by the County, a future community park will be required in order to achieve the "desired" LOS.

The proposed amendment will not increase the residential units over what has already been approved via PAM/T 98-07, but will allow for the provision of significant open space and recreational opportunities for the residents of the area through the construction of the proposed Renaissance golf course and recreational facilities. These recreational amenities should sufficiently offset any demand created by this amendment. Therefore, no amendments to the Parks and Open Space or CIE element are required.

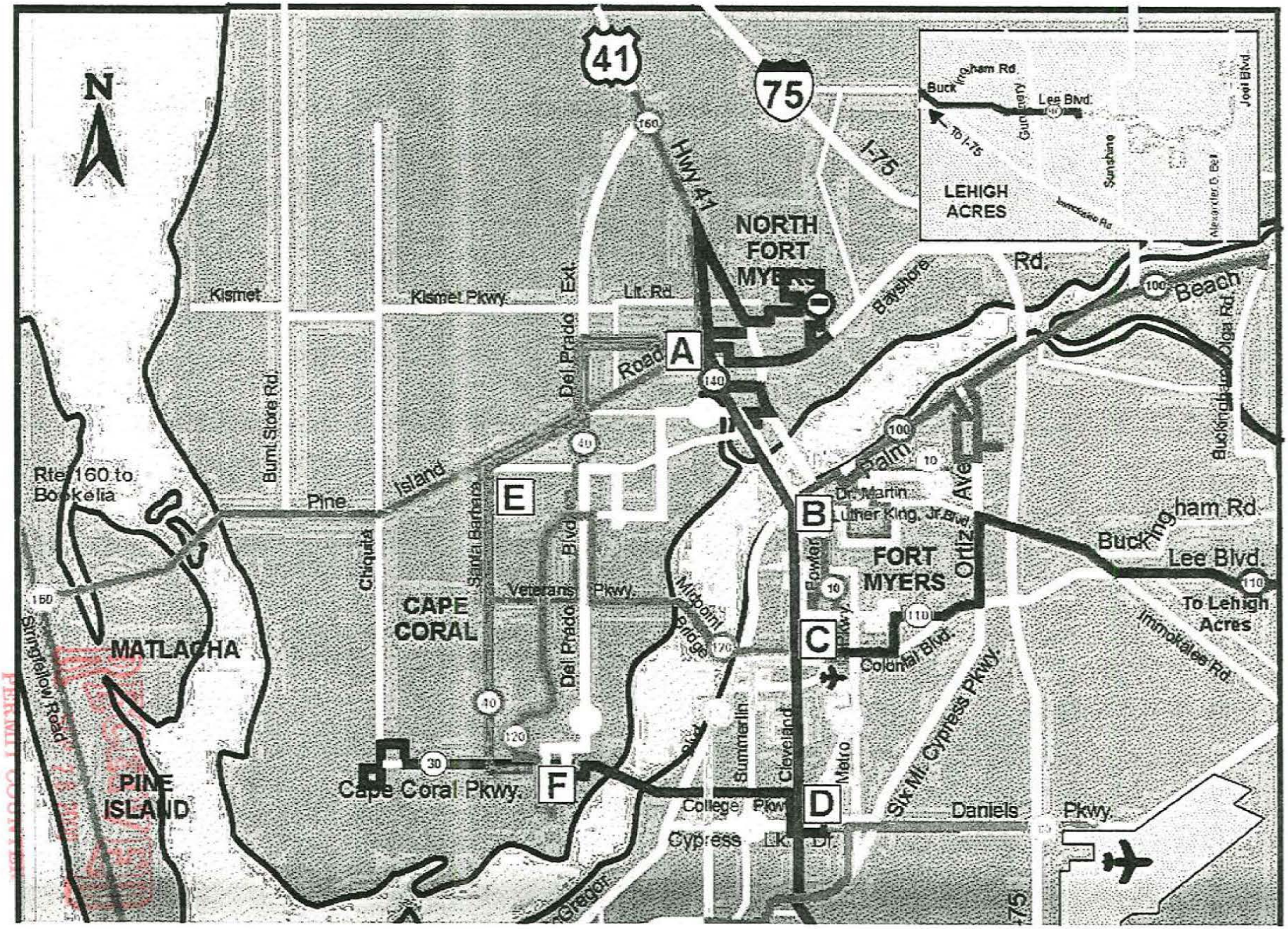
B.3. Letters of Willingness to Provide Service:

a. **Fire Protection with Adequate Response Times:**
The subject property is located immediately north of the South Trail Station located on Daniels Parkway. A letter from the South Trail Fire District is attached indicating they are willing to provide service with adequate response times. See Appendix "B3".

b. **Emergency Medical Service:**
The subject property is located immediately north of the South Trail Station located on Daniels Parkway. This station is both a Fire and EMS Station. A letter from the South Trail Fire District is attached indicating they are willing to provide service with adequate response times. See Appendix "B3".

c. **Law Enforcement:**
The subject property is located in Unincorporated Lee County where the Lee County Sheriff's Office provides law enforcement. A letter of willingness to provide service is attached. See Appendix "B3".

d. **Solid Waste:**
The property is served by Florida Recycling Services, Inc. which sends combustible wastes to the County's Waste to Energy Facility and non-combustible waste to the Gulf Coast Landfill. Current and projected levels of service for all unincorporated areas of Lee County are concurrent with the Level of Service Standard set forth in the Lee Plan. This amendment will not require any revisions to the solid waste sub-element or to the CIE. A letter of willingness to provide service is attached in Appendix "B3".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I-75
Hwy 41
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LEHIGH ACRES
Buckingham Rd
Lee Blvd.
To I-75
Sunshine
Joel Blvd.
Kismet
Kismet Pkwy.
Lit. Rd.
Del Prado Ext.
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Bayshore
Rd.
Beach
Buckingham Rd.
Burnt Store Rd.
Rte 160 to Bookelia
Pine
Island
E
Chiquita
Santa Barbara
Blvd.
Veterans Pkwy.
CAPE CORAL
Del Prado
Midpoint Bridge
B
Dr. Martin Luther King, Jr. Blvd.
Palm
Ortiz Ave.
FORT MYERS
Buckingham Rd.
Lee Blvd.
To Lehigh Acres
Immokalee Rd.
C
Colonial Blvd.
Six Mi. Cypress Pkwy.
MATLACHA
Stringfellow Road
PINE ISLAND
Cape Coral Pkwy.
F
Summerlin
Cleveland
Metro
College Pkwy.
D
Daniels Pkwy.
Cypress Lk. Dr.
Gregor
160
140
40
100
10
110
120
30
170

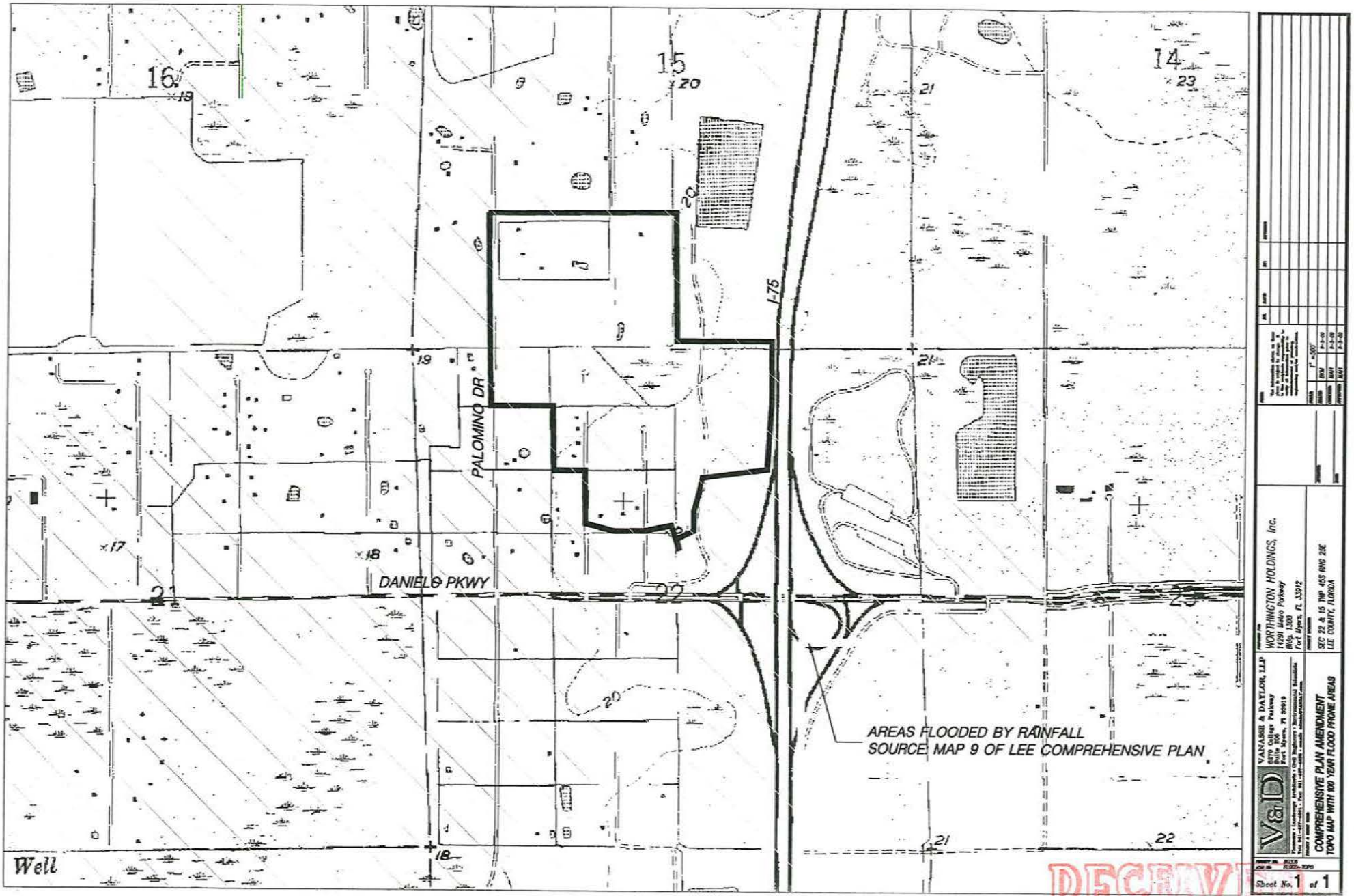
(34) *Malabar Fine Sand*
This is a nearly level, poorly drained soil in sloughs. Slopes are smooth to concave and range from 0 to 1 percent. The available water capacity is low in the surface and subsurface layers and the upper part of the subsoil and medium in the lower part of the subsoil. Natural fertility is low. Natural vegetation consists of pineland threeawn, wax myrtle, scattered saw palmetto, maidencaine, panicum, and South Florida slash pine.

C.3. Topographic Map:
Exhibit C.3. depicts the general topography for the subject property and surrounding areas. This information was obtained from the USGS Quad Sheet Data. Further, the 100-year flood plain, as identified by Map 9 of the Lee Plan, has been overlain on the Topographical map.

C.4. Wetlands, aquifer recharge areas, and rare and unique uplands.
Exhibit C.1 depicts the wetlands that are contained within the subject property. There are no aquifer recharge areas or rare and unique uplands on the site.

C.5. Protected Species:
As documented in PAM/T 98-07, Passarella and Associates conducted a protected species survey on the 153-acre parent tract. An updated species survey is being prepared by this applicant, and will be submitted as part of a rezoning application.

The survey submitted in PAM/T 98-07 included habitat types on the project site with the potential to be utilized by Lee County listed species. Snowy egret was the only Lee County protected species found during the April 10, 1998 protected species survey. The snowy egret was observed feeding at the edge of the borrow area (FLUCFCS Code 742). There was no nesting activity associated with this listed species on the project site.



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C.3

The protected species survey located three abandoned red-cockaded woodpecker cavity trees within the limits of the subject property and one abandoned RCW cavity tree within 25 feet of the property limits. The cavity trees were located within the Pine Flatwoods, Disturbed (FLUCFCS 4119) habitats. A RCW nesting season survey was conducted for a period of seven consecutive days beginning April 10 and ending April 16, 1998. The nesting season survey was conducted to determine the foraging potential of existing pinewoods by RCW and activity status of the cavity trees. The RCW surveys identified no RCW nesting or foraging activity on or adjacent to the project site.

D. Impacts on Historic Resources:

The project will have no impacts to any mapped Historic Resources.

E. Internal Consistency with the Lee Plan:

The proposed amendment is consistent with the following goals, objectives and policies of the Lee Plan, the State Comprehensive Plan, and the Strategic Regional Policy Plan.

Lee Plan:

1.) Vision Statement:

The Daniels Parkway vision statement indicates that this area is one of the primary gateways into Lee County. The proposed amendment will result in the coordinated development of the northwest quadrant of the Daniels/I-75 interchange. Further, the reduction in commercial intensity will result in less visual impact at this prominent gateway.

The vision statement continues, "much of the existing vacant land will be developed into low density gated communities." The proposed amendment furthers this vision, and brings the subject property into a greater level of compatibility with the surrounding uses.

2.) Policy 1.1.6 – Outlying Suburban:

The proposed amendment converting the Mixed Use Interchange to Outlying Suburban will allow for the development of low-density residential projects consistent with the provisions of Policy 1.1.6. Further, by amending the subject property to a land use category that currently exists adjacent to two sides of the amendment area, greater compatibility will be assured between future and existing uses.

3.) Objective 2.1 – Development Location:

The proposed amendment is consistent with Objective 2.1 because is allows for contiguous, compact growth patterns in an area where existing infrastructure is in place and sufficient to accommodate the proposed use.

4.) **Policy 2.1.1:**
This policy directs the majority of commercial, industrial and residential development to areas designated Future Urban on the Future Land Use Map. While the proposed amendment will reduce the permitted intensity of the subject property, it will remain a Future Urban category. Therefore the proposed amendment is consistent with this policy.

5.) **Objective 2.2. – Development Timing:**
Objective 2.2 directs new growth to those areas that have sufficient public infrastructure to support the proposed development. The proposed amendment is clearly consistent with this policy, in that the current land use would generate significantly greater demands on public infrastructure than the proposed use. Therefore the amendment will actually reduce the demand on infrastructure that has already been determined sufficient to accommodate greater intensities of development.

6.) **Goal 4:**
Goal 4 encourages mixed-use development and integrated design. While the proposed amendment will not encourage mixed-use development, the resulting project will allow for a comprehensive master plan on more than 500 acres. This master plan is well integrated, functionally related, and consistent with adjacent uses.

Further, the applicant not only owns the property that is the subject of this amendment, but property to the north and the south. This ownership will provide the opportunity to develop the project in an integrated fashion, maintaining a unified aesthetic theme and coordinating the provision of infrastructure.

7.) **Policy 5.1.1:**
The amendment will allow for a coordinated planned development on approximately 500 acres.

8.) **Policy 5.1.5:**
The proposed amendment allows for the development of a residential planned development that is compatible with the land uses to the north, east and west. Further, because the owner of the subject property also owns the undeveloped commercial land to the south, a coordinated development plan is being developed to ensure that the adjacent uses are appropriately located and adequately buffered to ensure that the character and integrity of each is maintained.

9.) **Policy 5.1.6:**
The proposed amendment will allow for a low density, golf course community which will provide a mix of residential unit types, as well as the ability to provide a significant amount of open space, buffering, landscaping and recreational amenities for its residents.

10.) **Standards 11.1 and 11.2:**
The proposed project will be served by Lee County Utilities.

11.) **Standard 11.3:**
The resulting project will be processed as a Planned Development, and will submit a detailed TIS to document concurrency with the surrounding transportation network. Further, the proposed amendment will result in a reduction of allowed intensity within the subject property, thereby reducing trips on surrounding roadways.

12.) **Objective 28.2:**
The subject property is serviced by access to mass transit.

13.) **Policy 36.1.5:**
The proposed development will be serviced by public sanitary sewer services.

14.) **Policy 40.3.1(A):**
The proposed development will be designed in conformance with the Six Mile Cypress Watershed requirements.

15.) **Policy 45.2.1:**
The proposed development is located in an established fire district, and in an area where public water is available.

16.) **Goal 52 – Development Requirements:**
The proposed development will meet or exceed all required open space standards for residential developments.

17.) **Policy 79.1.1:**
The proposed development will comply with the County's new Hurricane Mitigation program. It is anticipated that the finished floor elevations will be above the Category 3 flood zone.

18.) **Policy 84.1.2:**
The proposed project will, to the extent possible, integrate existing wetland, as well as connect historic or desired flow ways. Any impacts to jurisdictional wetlands will be in conformance with SFWMD or DEP dredge and fill permits or exemptions.

19.) **Policy 100.9.5:**
The proposed density and intensity of the subject property following the FLUM amendment will be compatible with or improve the area's existing character.

20.) **Policy 100.9.6:**
The proposed amendment will ensure that the proposed land uses acceptably minimize adverse drainage, environmental, spatial, traffic, noise and glare impacts on adjacent uses.

State Plan:

1.) **Goal 16(a):**
The project will have access to adequate public facilities, as noted in Section B.

2.) **Policies 16(b)1 and 3:**
The amendment will allow for a mix of residential unit types, and ensure a well-integrated transition from the commercial uses along Daniels Parkway to the residential areas to the north and west.

Regional Policy Plan:

1.) **Goal I-1:**
This amendment will permit for a greater mix of housing types on the over all site.

2.) **Policies I-5.1.c. and 2:**
Approval of this amendment will allow for compact, efficient and compatible development patterns.

3.) **Policies V-3.1 and 2:**
The amendment will allow for residential uses next to an area that provides for significant business activities.

F. **Additional Requirements for Specific Future Land Use Amendments:**
The proposed amendment does not contain any provisions that require additional information under this section.

G. **Planning Justification:**
The subject property originally had the land use designation and zoning in place to accommodate a regional mall. Due to this site's proximity to the Bell Tower and Edison Mall, and the community's changing demographics, the demand for a regional shopping facility has moved south, leaving this site inappropriately designated. During this same time frame, the Daniels Parkway Corridor has continued to develop as a high-end residential corridor, with limited commercial areas pushed towards major nodes.

The most recent amendment on this property (PAM/T 98-07) recognized these two developments, and tried to establish a land use category that would allow for commercial and industrial components, as well as accommodate a residential component that would help create a transition between the commercial uses and the lower density residential uses to the north and west.

Since the 1998 amendment was submitted, the residential demand in this area continues to be for moderate to low density uses, as demonstrated by the recent approval of Danforth RPD, immediately across Palomino Road from the subject property. Additionally, due to a lack of large, developable parcels in Lee County, there continues to be a demand for golf course communities. Because of the very stringent limitations on land use percentages within the Mixed Use Interchange land use category, accommodating the desire for low density residential and golf course uses within the Mixed Use Interchange is impossible. Further, because of the size and amount of

wetlands on the Outlying Suburban land to the north of the subject property, there is insufficient space to develop a stand alone residential development, without integrating the "Daniels Interchange MPD" land.

For these reasons, the applicant is requesting that the Mixed Use Interchange land use category be reverted to Outlying Suburban in order to allow this property to be planned in conjunction with the land to the north, resulting in sufficient area to develop a moderate to low-density golf course community. This community is consistent with the surrounding land uses, environmental characteristics and density of the immediate area.

It is also important to note that the demand for commercial within this quadrant of Interstate 75 can still be accommodated in the vacant 35 + acres that are still designated as General Interchange.

The result of this amendment will be a reduction in permitted density and intensity, and therefore a reduction in demand on surrounding water, sewer, police, EMS, traffic and educational resources. For these reasons, the applicant submits that the requested amendment is consistent with the Lee Plan and sound planning principles, and should therefore, be approved.

ASSIGNMENT OF CONTRACT AGREEMENT

THIS AGREEMENT entered into this ____ day of July_____, 2000, by and between **BRIAN SCOTT HOLDINGS, INC.** ("Brian Scott") and **WORTHINGTON GROUP OF SOUTHWEST FLORIDA, INC.** ("Worthington"):

W I T N E S S E T H :

WHEREAS, Brian Scott has entered into a Contract for Sale and Purchase Agreement dated July 25, 2000, with MADELINE SANDOR, TRUSTEE, (the "Seller"), pertaining to real property as more particularly described on the contract attached here to as Exhibit "A" (the "Contract"); and

WHEREAS, Brian Scott desires to assign the contract to Worthington, and Worthington desires to accept the Assignment of Contract subject to the terms and conditions set forth below.

NOW THEREFORE, in consideration of the sum of $10.00 and the mutual covenants and obligations set forth below, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Recitals. The Recitals are incorporated herein as the expressions of the intentions of the parties hereto;

2. Assignment. Brian Scott hereby assigns all of its right, title and interest in the Contract to Worthington. There exists an agreement between Brian Scott and Worthington dated December 29, 1999, governing the assignment of certain contracts between Brian Scott and Worthington. The contract being assigned hereunder is not governed by that Agreement insofar as the average price is concerned, (i.e. the rolling average of $17,500.00 per acre) otherwise the terms of that Agreement shall apply.

3. Assignment Fee. As consideration for Brian Scott's Assignment of the Contract to Worthington, Worthington shall pay Brian Scott an assignment fee of ~~10%~~ 5% of the actual purchase price or before the closing of the contract being conveyed.

4. Attorney's Fees - Costs. In any litigation arising out of this Agreement, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

Donna M. Pavese
Witness

Witness

BRIAN SCOTT HOLDINGS, INC.

By: _____
Jeffrey B. Freeman, President

Witness

Witness

WORTHINGTON GROUP OF SOUTHWEST FLORIDA, INC.

By: _____
Jeff Darragh, President

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ADDENDUM TO THAT CERTAIN CONTRACT FOR SALE AND PURCHASE ("CONTRACT") BETWEEN MADELINE O. SANDOR, TRUSTEE, HEREINAFTER SOMETIMES CALLED SELLER AND BRIAN SCOTT HOLDINGS, INC., SUCCESSORS OR ASSIGNS, HEREINAFTER SOMETIMES CALLED BUYER. COLLECTIVELY CALLED THE PARTIES.

In the event of any conflict between this Addendum and the Contract, this Addendum shall control.

1. The attached plat map labeled "Exhibit A" is made a part of this Contract by reference and depicts the SUBJECT PROPERTY consisting of approximately TWO AND ONE-HALF (2-1/2) Acres. (m/l).

2. The Contract includes the house, outbuilding(s), and other improvements located upon the Property and around the perimeter of the Property.
Any and all personal property, stored inside and outside of the house and outbuilding(s), including washer and dryer and any and all window treatments, shall belong to the Seller, and at the option of the Seller, shall be removed by the Seller upon vacating the property at and upon the closing.

3. The buildings and all improvements on the subject property ("Property") shall be conveyed on an "AS IS" basis. The Seller makes no guarantee, warranty, or representation, expressed or implied, as to the condition of any of the buildings or improvements located on the Property or the personal property, if any, to be conveyed pursuant to this contract. Buyer acknowledges that he has had an adequate opportunity to personally inspect the buildings, improvements, and said personal property and accepts the buildings the buildings, improvements and said personal property in their condition as of the date of this Contract. Seller's sole obligation shall be to deliver the buildings, improvements and personal property to Buyer in the condition they existed on the date of this contract, normal wear and tear excepted. The provisions contained in this paragraph shall survive the closing anticipated herein.

4. Seller and Buyer hereby acknowledge and agree to the deletions of paragraph D. ("Termites/Wood Destroying Organisms") and paragraph N. ("Inspection, Repair and Maintenance") as contained in the Contract for Sale and Purchase agreement and more specifically, "Standards For Real Estate Transactions".

5. The Buyer and its engineers, surveyors, and other agents shall have thirty (30) days from the Effective Date (the "Investigation Period") in which to undertake such physical and other investigations of and concerning the Property as Buyer, in Buyer's sole opinion, which Buyer may deem appropriate or necessary in order to evaluate the characteristics of the Property.
For purposes of these investigations, Seller hereby grants to Buyer and Buyer's agents the right of entry upon the Property and any part thereof, during the Investigation Period for the purpose of undertaking such physical inspections

and investigations and additionally permit the Buyer and/or its agents to take such soil test borings on the Property as necessary for the purpose herein; provided, however, that Buyer (I) shall promptly restore any portions of the property affected by Buyer's inspection thereon to the condition which existed immediately prior to the inspections, and (ii) shall indemnify, protect, defend, and hold harmless Seller from and against any and all loses, costs, expenses, claims, demands, actions, causes of action, liabilities, judgments, awards, damages, injuries, fines, penalties, and forfeitures (including without limitation, the reasonable fees and expenses of attorneys, paralegals, and experts incurred before or during any trial or administrative proceeding, or in connection with any appellate proceeding) arising out of or in connection with any, personal injury, property damage, loss of profits, earnings, or wages, or any other damages whatsoever sustained, incurred, or suffered (or alleged to have been sustained, incurred, or suffered), by any person or entity as a result of or in connection with the activities of Buyer, its contractor, agents, or employees, on or about the Property.

In the event the results of the inspections, investigations are, in Buyer's sole opinion, unacceptable to Buyer for any reason whatsoever, and Buyer notifies Seller of that fact not later than 5:00 P.M. on the last day of the Investigation Period, then at Buyer's option and upon Buyer's request, the deposit made by buyer to Escrow Agent shall be returned to buyer and, upon return thereof, this contact shall be terminated and become null and void and all parties hereto shall be relieved of all liabilities and obligation whatsoever to each other hereunder.

In the event Buyer should fail to notify Seller of the unacceptability of any such inspection or investigations by 5:00 P.M. on the last day of the Investigatory Period (sixty days from the Effective Date) then such failure shall constitute a waiver of Buyer's right to terminate this contact on account thereof.

Within three (3) business days following the expiration of the "Inspection Period" (as herein defined) (provided Buyer has not elected to terminate this Agreement pursuant to this paragraph) Buyer shall deliver an additional TWENTY FIVE THOUSAND THOUSAND DOLLARS ($25,000.00) to the Escrow Agent , which shall become part of the Deposit, thereby increasing the Deposit to THIRTY THOUSAND DOLLARS ($30,000.00). At and upon such time, (expiration of the Inspection Period) the entire THIRTY THOUSAND DOLLARS ($30,000.00) shall all become non-refundable.

6. Seller hereby acknowledges this Contract and its Addendum may be assigned to another party whereby the assigned party will be preparing and submitting certain documents and applications to the required and appropriate governmental agencies for a single family resiential project, of which the subject Property will be a part of.

At no cost to Seller and upon Buyers delivery to Seller, Seller agrees to promptly execute the necessary and required authorization form(s) to Buyer and or Buyers agent(s) to allow Buyer to make said applications.

7. Brokerage; Real Estate Commission. Seller and Buyer represent to each other that Brian Scott Realty, Inc. and Chuck Mayhugh Realty, Inc. are the sole real estate agents and brokers which are involved in connection with the negotiation of this real estate transaction. Seller agrees to pay a real estate commission, at the time of closing, in the total amount of ten (10%) per cent of the gross sales price. In the event that this matter should, for any reason, fail to close, then no commission shall be due and payable, the same being earned only if the transaction contemplated hereby is actually closed.

Seller and Buyer warrant and represent to the other that no other real estate broker or agent other than those identified above have been involved with or employed by either of them in connection with the consummation of this transaction. In the event a claim for commission is asserted by any other broker then the party against whom such claim is asserted shall indemnify and hold harmless the other party, including attorney fees, from such claim for commission.

8. Broker Disclosure. It is further understood between the parties herein, the Buyer, Brian Scott Holdings, Inc., and its President, Jeffrey B. Freeman, hereby discloses he is an active registered Florida real estate broker and may or may not have a financial interest in the purchase and consequent sale of the Property.

Buyer hereby acknowledges that Chuck Mayhugh Realty, Inc. is acting as a transactional broker/agent and Brian Scott Realty, Inc. is representing and acting as Buyers agent, in connection to this transaction.

We the undersigned do hereby agree to the above this day and date as shown below.

Date: 7/20/000

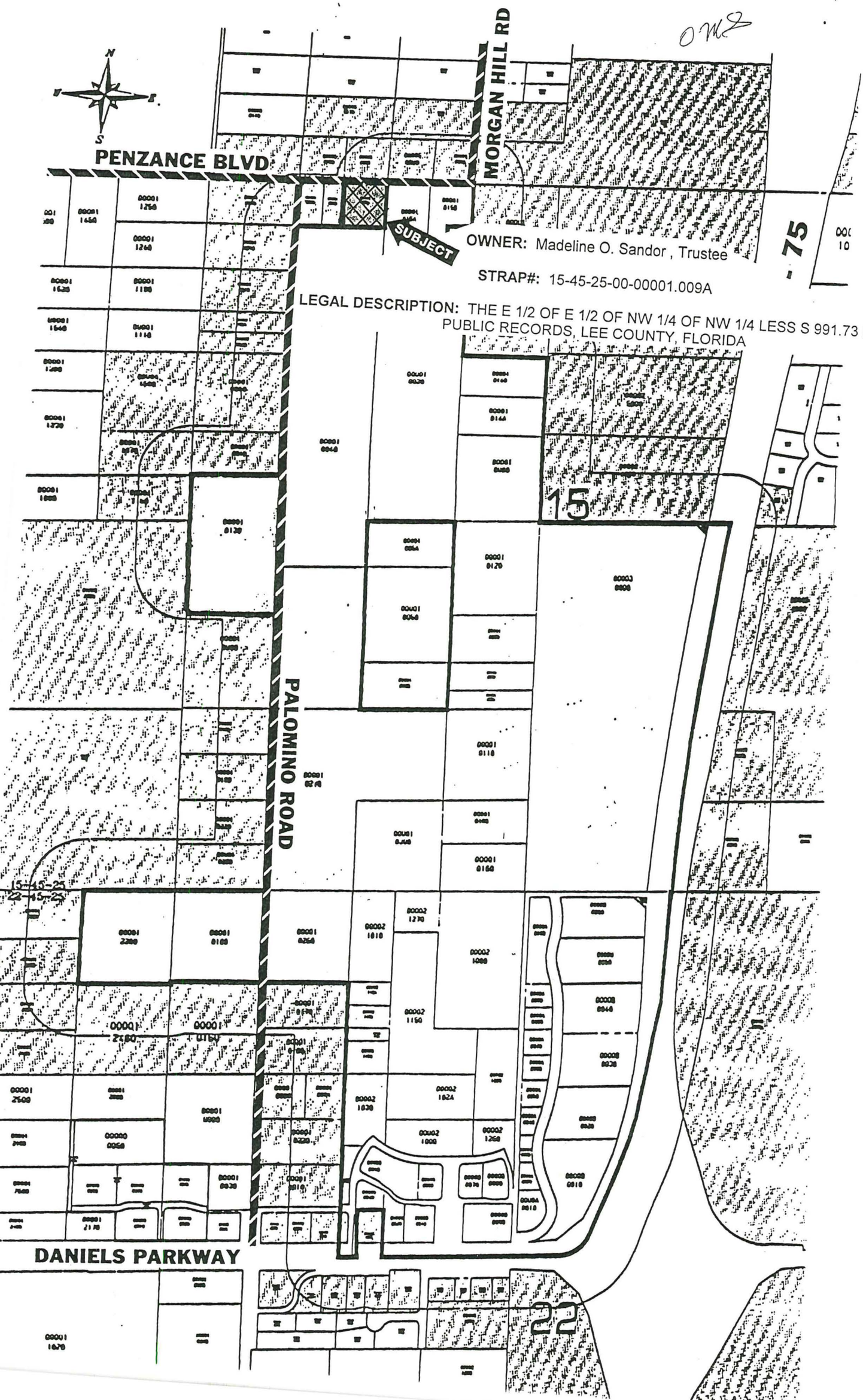
✓ Oleine Madeline Sandor

Seller: Madeline O. Sandor

Date: 7/25/2000

Buyer: Brian Scott Holdings, Inc., or Assigns (Jeffrey B. Freeman, its President)

EXHIBIT "A"


N
W
E
S
PENZANCE BLVD
MORGAN HILL RD
SUBJECT
OWNER: Madeline O. Sandor , Trustee
STRAP#: 15-45-25-00-00001.009A
LEGAL DESCRIPTION: THE E 1/2 OF E 1/2 OF NW 1/4 OF NW 1/4 LESS S 991.73 FT,
PUBLIC RECORDS, LEE COUNTY, FLORIDA
PALOMINO ROAD
DANIELS PARKWAY
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75

THIS FORM HAS BEEN APPROVED BY THE
FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR.

Contract for Sale and Purchase

FLORIDA ASSOCIATION OF REALTORS®
AND THE FLORIDA BAR

*1 **PARTIES:** O. Madeline G. Sandor, Trustee ("Seller"),
2 of 9300 Penzance Blvd. , Fort Myers FL 33912 (Phone) _____,
*3 and Brian Scott Holdings, Inc. or successors or assigns ("Buyer"),
4 of 25435 Loblolly Bay Rd. SW, LaBelle FL 33935 (Phone) 941-675-1800 ,
5 hereby agree that Seller shall sell and Buyer shall buy the following described real property and personal property (collectively
6 "Property") pursuant to the terms and conditions of this Contract for Sale and Purchase and any riders and addenda ("Contract"):
7 **I. DESCRIPTION:**
*8 (a) Legal description of the Real Property located in Lee County, Florida:
9 The E 1/2 of the E 1/2 of the NW 1/4 of the NW 1/4, Less the southerly 991.73 feet
10 lying in SEC 15, TWP 45S, RNG 25E STRAP# 15-45-25-00-00001.009A
*11 (b) Street address, city, zip, of the Property is: 9300 Penzance Blvd. Fort Myers, FL 33912
*12 (c) Personal Property: Washer, Dryer, and any Window Treatments shall belong to Seller and
13 are to be removed prior to or at Closing
14
15 **II. PURCHASE PRICE:** ..... $ ~~225,000.00~~ $200,000.00
16 **PAYMENT:** To be deposited within 5 days of Effective Date
*17 (a) Deposit held in escrow by Fidelity National Title (Escrow
*18 Agent) in the amount of ..... $ 5,000.00
*19 (b) Additional escrow deposit to be made to Escrow Agent within 30 days after Effective Date (see
*20 Paragraph III) in the amount of ..... $ 25,000.00
*21 (c) Subject to AND assumption of existing mortgage in good standing in favor of _____
22 _____ having an approximate present principal balance of ..... $ -0-
*23 (d) New mortgage financing with a Lender (see Paragraph IV) in the amount of ..... $ -0-
*24 (e) Purchase money mortgage and note to Seller (see rider for terms) in the amount of ..... $ -0-
*25 (f) Other: _____ $ -0-
26 (g) Balance to close by U.S. cash or LOCALLY DRAWN cashier's or official bank check(s), subject
*27 to adjustments or prorations ..... (12:00 Noon - July 26, 2000) $ ~~195,000.00~~ $170,000.00
28 **III. TIME FOR ACCEPTANCE OF OFFER; EFFECTIVE DATE; FACSIMILE:** If this offer is not executed by and delivered to all parties
*29 OR FACT OF EXECUTION communicated in writing between the parties on or before ~~August 7, 2000~~ July 26, 2000, the deposit(s)
30 will, at Buyer's option, be returned and this offer withdrawn. For purposes of delivery or notice of execution, parties include Buyer
31 and Seller or each of the respective brokers or attorneys. The date of Contract ("Effective Date") will be the date when the last
32 one of the Buyer and Seller has signed this offer. A facsimile copy of this Contract and any signatures hereon shall be considered
33 for all purposes as an original.
34 **IV. FINANCING:**
*35 ☒ (a) This is a cash transaction with no contingencies for financing;
*36 ☐ (b) This Contract is conditioned on Buyer obtaining a written loan commitment within ___ days after Effective Date for
*37 (CHECK ONLY ONE): ☐ a fixed; ☐ an adjustable; or ☐ a fixed or adjustable rate loan in the principal amount of
*38 $_____, at an initial interest rate not to exceed _____ % , discount and origination fees not to exceed _____ %
*39 of principal amount, and for a term of _____ years. Buyer will make application within ___ days (5 days if left blank) after
40 Effective Date and use reasonable diligence to obtain a loan commitment and, thereafter, to satisfy terms and conditions of
41 the commitment and close the loan. Buyer shall pay all loan expenses. If Buyer fails to obtain a commitment or fails to waive
42 Buyer's rights under this subparagraph within the time for obtaining a commitment or, after diligent effort, fails to meet the
43 terms and conditions of the commitment by the closing date, then either party thereafter, by written notice to the other, may
44 cancel this Contract and Buyer shall be refunded the deposit(s); or
*45 ☐ (c) The existing mortgage, described in Paragraph II(c) above, has: ☐ a variable interest rate; or ☐ a fixed interest rate of
*46 _____ % per annum. At time of title transfer, some fixed interest rates are subject to increase; if increased, the rate shall not
*47 exceed _____ % per annum. Seller shall furnish a statement from each mortgagee stating the principal balance, method of
48 payment, interest rate and status of mortgage or authorize Buyer or Closing Agent to obtain the same. If Buyer has agreed to
49 assume a mortgage which requires approval of Buyer by the mortgagee for assumption, then Buyer shall promptly obtain the
50 necessary application and diligently complete and return it to the mortgagee. Any mortgagee charge(s), not to exceed
*51 $_____ (1% of amount assumed if left blank), shall be paid by Buyer. If Buyer is not accepted by mortgagee or
52 the requirements for assumption are not in accordance with the terms of this Contract or mortgagee makes a charge in
53 excess of the stated amount, Seller or Buyer may rescind this Contract by written notice to the other party unless either
54 elects to pay the increase in interest rate or excess mortgage charges.
*55 **V. TITLE EVIDENCE:** At least 20 days before closing date, (CHECK ONLY ONE): ☒ Seller shall, at Seller's expense, deliver
*56 to Buyer or Buyer's attorney; or ☐ Buyer shall at Buyer's expense obtain (CHECK ONLY ONE): ☐ abstract of title; or ☒ title
57 insurance commitment (with legible copies of instruments listed as exceptions attached thereto) and, after closing, an owner's
58 policy of title insurance.
*59 **VI. CLOSING DATE:** This transaction shall be closed and the closing documents delivered on ~~before Nov 30, 2000~~ or MARCH 15, 2001,
60 unless modified by other provisions of this Contract.
61 **VII. RESTRICTIONS; EASEMENTS; LIMITATIONS:** Buyer shall take title subject to: comprehensive land use plans, zoning,
62 restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the
63 plat or otherwise common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry; public utility
64 easements of record (easements are to be located contiguous to real property lines and not more than 10 feet in width as to the
65 rear or front lines and 7 1/2 feet in width as to the side lines, **unless otherwise stated herein**); taxes for year of closing and
66 subsequent years; assumed mortgages and purchase money mortgages, if any (if additional items, see addendum); provided,
67 that there exists at closing no violation of the foregoing and none prevent use of the Property for residential
68 _____ purpose(s).
69 **VIII. OCCUPANCY:** Seller warrants that there are no parties in occupancy other than Seller; but if Property is intended to be rented
70 or occupied beyond closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to Standard
71 F. Seller shall deliver occupancy of property to Buyer at time of closing unless otherwise stated herein. If occupany is to be
72 delivered before closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable for
73 maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking
74 occupancy unless otherwise stated herein.
75 **IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Typewritten or handwritten provisions, riders and addenda shall control all
76 printed provisions of this Contract in conflict with them.
77 **X. RIDERS:** (CHECK those riders which are applicable AND are attached to this Contract):
*78 ☐ **COMPREHENSIVE RIDER** ☐ HOMEOWNERS' ASSN. ☐ COASTAL CONSTRUCTION CONTROL LINE
*79 ☐ CONDOMINIUM ☐ "AS IS" ☐ INSULATION
*80 ☐ VA/FHA ☐ LEAD-BASED PAINT ☐ _____
*81 **XI. ASSIGNABILITY:** (CHECK ONLY ONE): Buyer ☒ may assign and thereby be released from any further liability under this
*82 Contract; ☐ may assign but not be released from liability under this Contract; or ☐ may not assign this Contract.

Buyer (_____) (_____) **and Seller** (_____) (_____) **acknowledge receipt of a copy of this page.**

XII. DISCLOSURES:

(a) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon or Radon testing may be obtained from your County Public Health unit.

(b) Buyer acknowledges receipt of the Florida Building Energy-Efficiency Rating System Brochure.

(c) If the real property includes pre-1978 residential housing then a lead-based paint rider is mandatory.

(d) If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act.

(e) If Buyer will be obligated to be a member of a homeowners' association, **BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION DISCLOSURE.**

XIII. MAXIMUM REPAIR COSTS: Seller shall not be responsible for payments in excess of:

(a) $ -0- for treatment and repair under Standard D (if blank, then 2% of the Purchase Price).

(b) $ -0- for repair and replacement under Standard N (if blank, then 3% of the Purchase Price).

XIV. SPECIAL CLAUSES; ADDENDA: If additional terms are to be provided, attach addendum and CHECK HERE ☐.

XV. STANDARDS FOR REAL ESTATE TRANSACTIONS: Standards A through W on the reverse side or attached are incorporated as a part of this Contract.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR.

Approval does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

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(Buyer) Brian Scott Holdings, Inc.	(Date) 7/25/2000	(Seller) Madeline O. Sandor, Trustee	(Date) 7/20/000
Social Security or Tax I.D. #		Social Security or Tax I.D. #	
(Buyer)	(Date)	(Seller)	(Date)
Social Security or Tax I.D. #		Social Security or Tax I.D. #	

Deposit under Paragraph II (a) received; IF OTHER THAN CASH, THEN SUBJECT TO CLEARANCE.

_____ (Escrow Agent)

BROKER'S FEE: The brokers named below, including listing and cooperating brokers, are the only brokers entitled to compensation in connection with this Contract:

Name: Chuck Mayhugh Realty, Inc. 5%	Brian Scott Realty, Inc. 5%
Cooperating Brokers, if any	**Listing Broker**

STANDARDS FOR REAL ESTATE TRANSACTIONS

A. EVIDENCE OF TITLE: (1) An abstract of title prepared or brought current by a reputable and existing abstract firm (if not existing then certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the real property recorded in the public records of the county wherein the real property is located through Effective Date. It shall commence with the earliest public records, or such later date as may be customary in the county. Upon closing of this Contract, the abstract shall become the property of Buyer, subject to the right of retention thereof by first mortgagee until fully paid. (2) A title insurance commitment issued by a Florida licensed title insurer agreeing to issue Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price, insuring Buyer's title to the real property, subject only to liens, encumbrances, exceptions or qualifications provided in this Contract and those to be discharged by Seller at or before closing. Seller shall convey marketable title subject only to liens, encumbrances, exceptions or qualifications provided in this Contract. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving evidence of title to examine it. If title is found defective, Buyer shall within said 5 days notify Seller in writing specifying the defect(s). If defect(s) render title unmarketable, Seller will have 30 day from receipt of notice to remove the defects, failing which Buyer shall, within five (5) days after expiration of the thirty (30) day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall be immediately returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) within the time provided therefor. If Seller is unable to timely correct the defects, Buyer shall either waive the defects, or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract. If evidence of title is delivered to Buyer less than 5 days prior to closing, Buyer may extend closing date so that Buyer shall have up to 5 days from date of receipt of evidence of title to examine same in accordance with this Standard.

B. PURCHASE MONEY MORTGAGE; SECURITY AGREEMENT TO SELLER: A purchase money mortgage and mortgage note to Seller shall provide for a 30-day grace period in the event of default if a first mortgage and a 15-day grace period if a second or lesser mortgage; shall provide for right of prepayment in whole or in part without penalty; shall permit acceleration in event of transfer of the real property; shall require all prior liens and encumbrances to be kept in good standing and forbid modifications of or future advances under prior mortgage(s); shall require Buyer to maintain policies of insurance containing a standard mortgagee clause covering all improvements located on the real property against fire and all perils included within the term "extended coverage endorsements" and such other risks and perils as Seller may reasonably require, in an amount equal to their highest insurable value; and the mortgage, note and security agreement shall be otherwise in form and content required by Seller; but Seller may only require clauses and coverage customarily found in mortgages, mortgage notes and security agreements generally utilized by savings and loan institutions or state or national banks located in the county wherein the real property is located. All personal property and leases being conveyed or assigned will, at Seller's option, be subject to the lien of a security agreement evidenced by recorded financing statements. If a balloon mortgage, the final payment will exceed the periodic payments thereon.

C. SURVEY: Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the real property surveyed and certified by a registered Florida surveyor. If the survey discloses encroachments on the real property or that improvements located thereon encroach on setback lines, easements, lands of others or violate any restrictions, Contract covenants or applicable governmental regulation, the same shall constitute a title defect.

D. TERMITES/WOOD DESTROYING ORGANISMS: Buyer, at Buyer's expense, within the time allowed to deliver evidence of title, may have the Property inspected by a Florida Certified Pest Control Operator ("Operator") to determine if there is any visible active termite infestation or visible damage from termite infestation, excluding fences. If either or both are found, Buyer shall have 4 days from date of written notice thereof within which to have cost of treatment, if required, estimated by the Operator and all damage inspected and estimated by a licensed builder or general contractor. Seller shall pay valid costs of treatment and repair of all damage up to the amount provided in Paragraph XIII(a). If estimated costs exceed that amount, Buyer shall have the option of canceling this Contract within 5 days after receipt of contractor's repair estimate by giving written notice to Seller or Buyer may elect to proceed with the transaction, and receive a credit at closing on the amount provided in Paragraph XIII(a). "Termites" shall be deemed to include all wood destroying organisms required to be reported under the Florida Pest Control Act, as amended.

E. INGRESS AND EGRESS: Seller warrants and represents that there is ingress and egress to the real property sufficient for its intended use as described in Paragraph VII hereof, title to which is in accordance with Standard A.

F. LEASES: Seller shall, not less than 15 days before closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, rental rates, advanced rent and security deposit paid by tenant. If Seller is unable to obtain such letter from each tenant, the same information shall be furnished by Seller and Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact tenant to confirm such information. Seller shall, at closing, deliver and assign all original leases to Buyer.

G. LIENS: Seller shall furnish to Buyer at time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the real property for 90 days immediately preceding date of closing. If the real property has been improved or repaired within that time, Seller

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shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at the closing of this Contract.

H. PLACE OF CLOSING: Closing shall be held in the county wherein the real property is located at the office of the attorney or other closing agent ("Closing Agent") designated by Seller.

I. TIME: In computing time periods of less than six (6) days, Saturdays, Sundays and state or national legal holidays shall be excluded. Any time periods provided for herein which shall end on a Saturday, Sunday, or a legal holiday shall extend to 5:00 p.m. of the next business day. **Time is of the essence in this Contract.**

J. CLOSING DOCUMENTS: Seller shall furnish the deed, bill of sale, construction lien affidavit, owner's possession affidavit, assignments of leases, tenant and mortgagee estoppel letters and corrective instruments. Buyer shall furnish closing statement, mortgage, mortgage note, security agreement and financing statements.

K. EXPENSES: Documentary stamps on the deed and recording of corrective instruments shall be paid by Seller. Documentary stamps and intangible tax on the purchase money mortgage and any mortgage assumed, mortgagee title insurance commitment with related fees, and recording of purchase money mortgage to Seller, deed and financing statements shall be paid by Buyer. Unless otherwise provided by law or rider to this Contract, charges for the following related title services, namely title or abstract charge, title examination, and settlement and closing fee, shall be paid by the party responsible for furnishing the title evidence in accordance with Paragraph V.

L. PRORATIONS; CREDITS: Taxes, assessments, rent, interest, insurance and other expenses of the Property shall be prorated through the day before closing. Buyer shall have the option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at closing shall be increased or decreased as may be required by prorations to be made through day prior to closing, or occupancy, if occupancy occurs before closing. Advance rent and security deposits will be credited to Buyer. Escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the real property by January 1st of year of closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties; failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. A tax proration based on an estimate shall, at request of either party, be readjusted upon receipt of tax bill on condition that a statement to that affect is signed at closing.

M. SPECIAL ASSESSMENT LIENS: Certified, confirmed and ratified special assessment liens as of date of closing (not as of Effective Date) are to be paid by Seller. Pending liens as of date of closing shall be assumed by Buyer. If the improvement has been substantially completed as of Effective Date, any pending lien shall be considered certified, confirmed or ratified and Seller shall, at closing, be charged an amount equal to the last estimate or assessment for the improvement by the public body.

N. INSPECTION, REPAIR AND MAINTENANCE: Seller warrants that the ceiling, roof (including the fascia and soffits) and exterior and interior walls, foundation, seawalls (or equivalent) and dockage do not have any Visible Evidence of leaks, water damage or structural damage and that the septic tank, pool, all appliances, mechanical items, heating, cooling, electrical, plumbing systems and machinery are in Working Condition. The foregoing warranty shall be limited to the items specified unless otherwise provided in an addendum. Buyer may, at Buyer's expense, have inspections made of those items within 20 days after the Effective Date, by a firm or individual specializing in home inspections and holding an occupational license for such purpose (if required) or by an appropriately licensed Florida contractor, and Buyer shall, prior to Buyer's occupancy, but not more than 20 days after Effective Date, report in writing to Seller such items that do not meet the above standards as to defects. Unless Buyer timely reports such defects, Buyer shall be deemed to have waived Seller's warranties as to defects not reported. If repairs or replacements are required to comply with this Standard, Seller shall cause them to be made and shall pay up to the amount provided in Paragraph XIII(b). Seller is not required to make repairs or replacements of a Cosmetic Condition unless caused by a defect Seller is responsible to repair or replace. If the cost for such repair or replacement exceeds the amount provided in Paragraph XIII(b), Buyer or Seller may elect to pay such excess, failing which either party may cancel this Contract. If Seller is unable to correct the defects prior to closing, the cost thereof shall be paid into escrow at closing. Seller shall, upon reasonable notice, provide utilities service and access to the Property for inspections, including a walk-through prior to closing, to confirm that all items of personal property are on the real property and, subject to the foregoing, that all required repairs and replacements have been made and that the Property, including, but not limited to, lawn, shrubbery and pool, if any, has been maintained in the condition existing as of Effective Date, ordinary wear and tear excepted. For purposes of this Contract: (a) "Working Condition" means operating in the manner in which the item was designed to operate; (b) "Cosmetic Condition" means aesthetic imperfections that do not affect the working condition of the item, including, but not limited to: pitted marcite; missing or torn screens; fogged windows; tears, worn spots, or discoloration of floor coverings, wallpaper, or window treatments; nail holes, scratches, dents, scrapes, chips or caulking in ceilings, walls, floorings, fixtures, or mirrors; and minor cracks in floors, tiles, windows, driveways, sidewalks, or pool decks; and (c) cracked roof tiles, curling or worn shingles, or limited roof life shall not be considered defects Seller must repair or replace, so long as there is no evidence of actual leaks or leakage or structrual damage, but missing tiles will be Seller's responsibility to replace or repair.

O. RISK OF LOSS: If the Property is damaged by fire or other casualty before closing and cost of restoration does not exceed 3% of the assessed valuation of the Property so damaged, cost of restoration shall be an obligation of Seller and closing shall proceed pursuant to the terms of this Contract with restoration costs escrowed at closing. If the cost of restoration exceeds 3% of the assessed valuation of the Property so damaged, Buyer shall have the option of either taking the Property as is, together with either the 3% or any insurance proceeds payable by virtue of such loss or damage, or of canceling this Contract and receiving return of the deposit(s).

P. PROCEEDS OF SALE; CLOSING PROCEDURE: The deed shall be recorded upon clearance of funds. If an abstract of title has been furnished, evidence of title shall be continued at Buyer's expense to show title in Buyer, without any encumbrances or change which would render Seller's title unmarketable from the date of the last evidence. All closing proceeds shall be held in escrow by Seller's attorney or other mutually acceptable escrow agent for a period of not more than 5 days after closing date. If Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5-day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect. If Seller fails to timely cure the defect, all deposit(s) and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the personal property, vacate the real property and reconvey the Property to Seller by special warranty deed and bill of sale. If Buyer fails to make timely demand for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale. If a portion of the purchase price is to be derived from institutional financing or refinancing, requirements of the lending institution as to place, time of day and procedures for closing, and for disbursement of mortgage proceeds shall control over contrary provision in this Contract. Seller shall have the right to require from the lending institution a written commitment that it will not withhold disbursement of mortgage proceeds as a result of any title defect attributable to Buyer mortgagor. The escrow and closing procedure required by this Standard shall be waived if the title agent insures adverse matters pursuant to Section 627.7841, F.S., as amended.

Q. ESCROW: Any escrow agent ("Agent") receiving funds or equivalent is authorized and agrees by acceptance of them to deposit them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with terms and conditions of this Contract. Failure of funds to clear shall not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities under the provisions of this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties hereto agree to its disbursement or until a judgement of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended. Any suit between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any suit wherin Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with these amounts to be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. The Agent shall not be liable to any party or person for misdelivery to Buyer or Seller of items subject to the escrow, unless such misdelivery is due to willful breach of the provisions of this Contract or gross negligence of Agent.

R. ATTORNEY'S FEES; COSTS: In any litigation, including breach, enforcement or interpretation, arising out of this Contract, the prevailing party in such litigation, which, for purposes of this Standard, shall include Seller, Buyer and any brokers acting in agency or nonagency relationships authorized by Chapter 475, F.S., as amended, shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

S. FAILURE OF PERFORMANCE: If Buyer fails to perform this Contract within the time specified, including payment of all deposits, the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be recovered and retained by and for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach.

T. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice given by or to the attorney for any party shall be as effective as if given by or to that party.

U. CONVEYANCE: Seller shall convey title to the real property by statutory warranty, trustee's, personal representative's or guardian's deed, as appropriate to the status of Seller, subject only to matters contained in Paragraph VII and those otherwise accepted by Buyer. Personal property shall, at the request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.

V. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

W. WARRANTY: Seller warrants that there are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed to Buyer.

Buyer (JD2 **) (_____) and Seller (** OMB **) (_____) acknowledge receipt of a copy of this page.**

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CONTRACT FOR SALE AND PURCHASE

THIS CONTRACT is made and entered into this 8 day of March, 2000, by and between WORTHINGTON GROUP OF SOUTHWEST FLORIDA, INC., as "Buyer", whose address is 14291 Metro Parkway, Bldg. 1300, Fort Myers, Florida 33912 and MARJENE ASSOCIATES as "Seller", whose address is: 25435 Loblolly Rd., S.W., LaBelle, FL 33935, collectively called the "Parties".

1. Sale of Property. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the real property described on Exhibit "A" attached hereto, together with all easements, privileges, rights-of-way, and all other appurtenances, pertaining to or accruing to the benefit of said property, all of which shall be referred to herein as the "Property". The STRAP # or Tax ID # is: 15-45-25-00-00002.4000.

2. Purchase Price and Method of Payment. The purchase price to be paid by Buyer to Seller for the Property, subject to adjustments and proration as hereinafter provided, shall be FOUR HUNDRED FIVE THOUSAND THREE HUNDRED FIFTY DOLLARS ($405,350.00) Which shall be paid as follows:

a. Deposit within ten (10) days upon full execution of this Contract to be paid to Pavese, Law Firm as Escrow Agent, in the amount of:	$ 5,000.00
b. Purchase Money Mortgage in the amount of 70% of the purchase price.	$ 283,745.00
c. Balance at closing, subject to adjustments and proration, in the amount of:	$ 116,605.00
TOTAL:	$ 405,350.00

3. Title Insurance. Within thirty (30) days from the Effective Date, the Seller, at Seller's expense, shall obtain for Buyer and deliver to Buyer or Buyer's attorney, a title insurance commitment (with legible copies of instruments listed as exceptions) from a title insurance company naming Buyer as the properly insured. The commitment and the resulting title insurance policy shall be in the amount of the purchase price. The commitment and policy shall be in an ALTA standard form as currently authorized and approved by the Insurance Commissioner of the State of Florida. There shall be no exceptions to the commitment or policy except or unless otherwise agreed to in writing by the Buyer. The policy shall insure marketable title. The commitment shall show Seller to be vested with good, marketable, and insurable fee simple title to the property subject only to: (i) real estate taxes for the year of closing, (ii) comprehensive land use plans zoning, restrictions, prohibitions, and other requirements imposed by governmental authority, (iii) restrictions and other matters common to the subdivision, if any, and (iv) public utility easements bordering along the property lines provided none of the above interferes with the use and enjoyment of the property by Buyer for Buyer's intended use. If in Buyer's examination of the title commitment, buyer determines, in its sole opinion, that the condition of title is unacceptable to Buyer, Buyer may give written notice to Seller indicating such disapproval, whereupon this Contract shall automatically be canceled and in such event, the deposits paid by the Buyer thereunder shall be immediately returned to Buyer and upon said reimbursement, neither party shall have any further liability to the other under this Contract. Any objection to title which Buyer makes must be made within the Investigatory Period provided for in this Contract. In the event Buyer should fail to raise any objection to title within the Investigation Period then the condition of title shall be deemed to be satisfactory to Buyer.

The cost of obtaining the title commitment and any search expenses related thereto shall be at the expense of Seller and the cost of the title insurance policy to be issued and in the

amount of the full purchase price shall be charged to Seller at closing. Seller's charge for said title policy shall be at the minimum promulgated rate as provided by Florida law including discounts for any reissue credit if available.

4. Investigation of Property. The Buyer and its engineers, surveyors, and other agents shall have sixty (60) days from the Effective Date (the "Investigation Period") in which to undertake such physical and other investigations of and concerning the Property as Buyer, in Buyer's sole opinion, which Buyer may deem appropriate or necessary in order to evaluate the characteristics of the Property and quality of same for Buyer's intended development and its compliance with all applicable building zoning, and environmental, concurrency, and other codes, ordinances, statutes, rules and regulations affecting the property as well as other matters including, without limitation, the availability of water, electric, telephone, other utilities, drainage characteristics of the Property, soil conditions, and other matters deemed by the Buyer to be necessary in order for Buyer to determine the feasibility of Buyer's purchase or development of the Property. For purposes of these investigations, Seller hereby grants to Buyer and Buyer's agents the right of entry upon the Property and any part thereof, during the Investigation Period for the purpose of placing and maintaining until closing, a real estate sign on the Property undertaking such physical inspections and investigations and additionally permit the Buyer and/or its agents to take such soil test borings on the Property as necessary for the purpose herein; provided, however, that Buyer (i) shall promptly restore any portions of the Property affected by Buyer's inspection thereon to the condition which existed immediately prior to the inspections, and (ii) shall indemnify, protect, defend, and hold harmless Seller from and against any and all losses, costs, expenses, claims, demands, actions, causes of action, liabilities, judgments, awards, damages, injuries, fines, penalties, and forfeitures (including without limitation, the reasonable fees and expenses of attorneys, paralegals, and experts incurred before or during any trial or administrative proceeding, or in connection with any appellate proceeding) arising out of or in connection with any death, personal injury, property damage, loss of profits, earnings, or wages, or any other damages whatsoever sustained, incurred, or suffered (or alleged to have been sustained, incurred, or suffered), by any person or entity as a result of or in connection with the activities of Buyer, its contractor, agents, or employees, on or about the Property.

In order to assist Buyer and its agents in their evaluation of the physical and other characteristics of the Property, Seller shall furnish to Buyer within ten (10) days from the Effective Date of this Contract, copies of all reports, test results, agreements and other documents and materials pertaining to the Property which shall include but not necessarily be limited to materials and soil tests, hydrology reports, environmental reports, and audits, lease agreements, easements, boundary survey's, topographical surveys, tree surveys, wetland reports, wildlife studies, impact studies, trips analysis, impact fee agreements, development agreements, reports and/or orders, applications for rezoning and/or for change in land use, traffic studies and reports, utility agreements, county and municipal governmental reports and correspondence, notices of code violations, appraisals, assessments and agreements regarding proposed signage benefiting adjacent parcel(s) which are presently in Seller's possession or under Seller's control. The parties acknowledge, however, that such materials shall remain the property of Seller and shall be returned to Seller by Buyer only upon the termination of this contract. Further, the parties acknowledge that the Seller is without knowledge as to the accuracy of any such information and therefore no warranty, either implied or expressed, is given with such materials.

In the event the results of the inspector's investigations are, in Buyer's sole opinion, unacceptable to Buyer for any reason whatsoever, and Buyer notifies Seller of that fact not later than 5:00 p.m. on the last day of the Investigation Period, then at Buyer's option and upon Buyer's request, the deposit made by Buyer to Escrow Agent shall be returned to Buyer and, upon return thereof, this contract shall be terminated and become null and void and all parties hereto shall be relieved of all liabilities and obligation whatsoever to each other hereunder. In the event Buyer should fail to notify Seller of the unacceptability of any

such inspection or investigations by 5:00 p.m. on the last day of the Investigatory Period (sixty days from the Effective Date) then such failure shall constitute a waiver of Buyer's right to terminate this contract on account thereof.

5. Survey. Buyer at Buyer's option and expense, within time allowed for delivery of evidence and examination thereof, may have the Property surveyed by a Florida registered land surveyor. The survey shall otherwise be in sufficient form so as to allow the title company to remove the survey exception from the title policy when ultimately issued. If the survey shows any rights-of-way on the Property, violations of any restrictive covenants, violations of any building, zoning, land use, or other laws, ordinances, rules, or regulations imposed by governmental authority, encroachments or improvements located on the Property on to set back lines, easements, rights-of-way, or lands of others, encroachments of improvements of others onto the Property, overlaps or gaps, lack of access, or other matters that would, in Buyer's sole opinion, interfere with Buyer's intended use of the Property then, such matters shall be treated as Title Defects as indicated in the title insurance paragraph of this Contract. It shall be understood between the parties herein, Buyer shall be required to notify Seller, in writing, as to any defects to the survey within 45 days from the Effective Date of the contract, thereafter, Buyer shall be deemed to have waived any and all rights to objection on account thereof.

6. Purchase Money Mortgage. Seller agrees to take back a purchase money first mortgage and note in the total principal amount of 70% of the purchase price. Said Principal amount shall be amortized over a period of five (5) years with equal semi-annual installments of principal and interest payments at the interest rate of ten (10%) per cent per annum.

The first semi-annual installment shall be due and payable six months from the anniversary date of closing and each and every semi-annual installment thereafter shall be due on the same day. Said note and mortgage shall be in a form common to the area and shall not contain any pre-payment penalty in whole or part. The note shall contain a 30 day grace period and the Buyer shall have no personal liability for the payment of purchase money note and mortgage, the sole remedy of Seller in case of default shall be to foreclose on the mortgage then encumbering the property.

7. Conditions Precedent to Closing. This Contract and the obligation of Buyer to close this transaction and to pay any portion of the purchase price to Seller is exclusively conditioned upon satisfaction of each of the following conditions precedent (any of which may be waived by Buyer in writing) prior to closing:

a. The truth and accuracy as of the date of this Contract and the closing date of each and every warranty and representation made in this Contract by Seller and the execution by Seller of an Affidavit, satisfactory in form and substance to Buyer, reaffirming the truth of such items of the closing date.

b. The timely performance by Seller of each and every obligation imposed upon Seller under this Contract.

c. The execution and delivery by Seller to Buyer of each and every instrument required by this Contract.

d. The execution of such closing agreements as are reasonably necessary in order to preserve the rights of the parties under this Contract.

e. The execution of such post closing agreements as are reasonably necessary in order to preserve the rights of the parties under this Contract.

f. That none of the Property shall: (i) be used as a cemetery site or contain any known burial plots; (ii) contain any artifacts of any historical significance which would in any

way impede development as contemplated by Buyer; (iii) be affected in any way by an endangered species which would in any way impede the development thereof as contemplated by the Buyer; and (iv) have been used for the disposal of hazardous or toxic waste or as a land fill.

8. Closing. The closing shall be held on or before March 1, 2001.

The closing shall be held at the office of Pavese, Haverfield, Dalton, Harrison & Jensen, L.L.P. whose address is 1833 Hendry Street, Fort Myers, Florida 33901, or at a place so designated by Seller.

9. Deliveries at the Closing. At Closing, Seller shall execute and deliver to Buyer the following documents in form and substance acceptable to Buyer and Buyer's counsel.

a. A good and sufficient general warranty deed.

b. Seller's Affidavit of No Liens and Non-Foreign Certification.

c. Appropriate exclusive possession and "Gap Affidavit" as required by the title Company.

d. Closing Statement.

e. Assignment of all assignable development rights, if any.

f. Such other documents as may be reasonably required by the title company.

10. Closing Costs and Expenses.

a. The Seller shall be responsible for payment of the following: (i) the issuance of the title insurance commitment, Owner's Title Insurance Premium in the amount of the purchase price, and normal title related title charges (ii) documentary stamps on the deed of conveyance, and (iii) payment of brokerage commissions.

b. The Buyer shall be responsible for payment of the following: (i) recording fees for the deed of conveyance, (ii) documentary stamps and intangible tax on the purchase money mortgage and the recording cost of the purchase money mortgage, (iii) all costs and fees associated with any mortgage financing which Buyer may obtain.

11. Prorations and Apportionments. Real estate and personal property taxes (as based upon the maximum allowable discounted amount), rent, interest, insurance, and other expenses of the Property shall be prorated through the day before closing. Cash at closing shall be increased or decreased as may be required. If closing occurs when the current tax year's figures are not available then the taxes will be prorated upon the prior tax year's tax.

All revenues and all expenses of the Property shall be prorated and apportioned through the day prior to the Closing Date. Any revenue or expense amount which cannot be ascertained with certainty as of the Closing Date shall be prorated on the basis of the parties' reasonable estimates of such amount (other than reimbursements for operating expenses not billed currently to tenants) and shall be the subject of a final proration as soon thereafter as the precise amounts can be ascertained.

12. Special Assessment Liens. Certified, confirmed, and ratified special assessment liens as of the actual date of closing are to be paid by Seller. Pending liens as of the actual date of closing shall be assumed by Buyer. However, if the improvement has been substantially completed as of the Closing Date then any such pending liens shall be

considered certified, confirmed, or ratified and Seller shall, at the closing, be charged an amount equal to the last estimate of the assessment for the improvement by the public body.

13. Representations and Warranties of Seller. As an inducement to Buyer to enter into this Contract, Seller hereby represents and warrants to and hereby covenants and agrees with, Buyer as follows:

a. Seller is the owner of the Property and has the authority to execute and deliver this Contract.

b. Seller has no notice or knowledge of: (i) any pending improvement liens to be made by any governmental authority with respect to the Property, (ii) any violations of laws, statutes, ordinances, orders, regulations, or requirements of any governmental agency with respect to the Property, (iii) any pending or threatened law suits with respect to the Property, (iv) any pending or threatened condemnation proceedings with respect to the Property; or (v) any defects or inadequacies in the Property which would adversely affect the insurability of the Property or increase the cost thereof.

c. To the best of Seller's knowledge, Seller knows of no fact or condition which would result in the termination or impairment of access to the Property or the discontinuation of necessary sewer, water, electric, telephone, or other utilities or service to the Property.

d. Seller is vested with good, marketable, and insurable fee simple title to the Property.

e. Seller shall comply prior to closing with all laws, rules, regulations, and ordinances of all governmental authorities having jurisdiction over the Property. Seller shall be responsible for and shall promptly pay all amounts owed for labor, materials supplied, services rendered and/or any other bills or amounts related to Seller and Seller's ownership and/or operation of the Property prior to closing.

f. Prior to closing, no portion of the Property or any interest therein shall be alienated, encumbered, conveyed, or otherwise transferred.

g. To the best of Seller's knowledge, there has not been and there is not now; (i) any Hazardous Substance (as defined in subparagraph h. of this Paragraph 12) present on the Property; (ii) any present or past generation, recycling, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Substance on the Property; or (iii) any failure to comply with any applicable local, state, or federal environmental laws, regulations, ordinances, or administrative or judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Substance.

h. Seller has not received any notice from any governmental authority regarding the presence of any Hazardous Substance, any present or past generation, recycling, reuse, sale, storage, handling, transport, and/or disposal of any Hazardous Substance or any failure to comply with any applicable local, state, or federal environmental laws, regulations, ordinances, or administrative or judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Substance. As used herein, the term "Hazardous Substance" means any substance or material defined or designated as a hazardous or toxic waste material or substance or any other similar term by any federal, state, or local environmental statute, regulation, or ordinance presently in effect, as such statute, regulation, or ordinance may be amended from time to time.

i. There exists unobstructed ingress and egress to and from the Property through an adjacent dedicated public roadway.

j. Seller has fully disclosed to Buyer all matters which, in the reasonable judgment of the Seller, may materially and adversely affect the Property for Buyer's commercial development of the Property. The Property has no significant defects, either latent or patent.

k. Seller has not entered into any other letter of intent or contract with any other party that can be considered enforceable at the date of the Effective Date.

14. Risk of Loss; Condemnation. The Property shall be conveyed to Buyer in the same condition as on the date of this Contract, ordinary wear and tear accepted. In the event the Property or any material portion thereof is taken by eminent domain prior to closing, Buyer shall have the option of either: (i) canceling this contract and receiving a refund of the deposit, the extension payments and all interest earned, if any, thereon, in which case both Seller and Buyer shall be relieved of all further obligations under this Contract, or (ii) Buyer may proceed with the Closing in which case the Buyer shall be entitled to all condemnation awards and settlements.

15. Possession of the Property. Possession of the Property shall be delivered to Buyer on the Closing Date free and clear of all tenancies, provided, however, that without limiting any other provisions of this Contract, Seller shall provide authorized representatives of Buyer reasonable access to the Property, prior to closing, for the purposes of satisfying Buyer with respect to the representations, warranties and covenants of Seller contained herein and with respect to satisfaction of any conditions precedent to the Closing contained herein. Buyer hereby acknowledges the subject property has a cattle lease for the grazing of cattle and is receiving an Agricultural Classification of Lands from Lee County, Florida. Buyer agrees to take title subject to said cattle lease. Seller shall provide Buyer a copy of said cattle lease within fourteen (14) days from the Effective Date of the Contract.

16. Notices. Except for any payments required to be made hereunder, any notice, demand or other communication required or permitted to be given by any provision of this Contract shall be in writing and may be either (i) personally delivered, which shall be deemed received at the time of actual receipt thereto by the addressee or its agents; or (ii) sent by registered or certified mail, with postage and charges prepaid, which shall be deemed delivered three (3) business days after deposit in the United States mail, together with a facsimile transmission to be sent on the same day as the same is deposited in the mail, and in each case, addressed or delivered to a party or to an officer of the party to whom the same is directed at such party's address and/or facsimile number as set forth below, or at such other address and/or facsimile numbers the party may specify by written notice given to the other in accordance with this paragraph.

If to Seller:

Marjene Associates
c/o Jeffrey B. Freeman
25435 Loblolly Bay Rd., S.W.
LaBelle, Fl. 33935

If to Buyer:

Worthington Group of Southwest Florida, Inc.
14291 Metro Parkway, Bldg. 1300
Fort Myers, Florida 33912

17. Broker Disclosure. Seller hereby discloses that he is an active registered Florida real estate broker..

Buyer _____ Seller _____

18. Escrow. The Escrow Agent is authorized and agrees by acceptance of the escrow funds to hold same in escrow and to disburse same in accordance with the terms and conditions of this Contract. In the event the Escrow Agent is in doubt as to its duties or liabilities under the provisions of this Contract, the Escrow Agent may, in the Escrow Agent's sole discretion, continue to hold the funds which are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereof, or the Agent may deposit all the monies then held pursuant to this Contract with the Clerk of the Circuit Court of the County having jurisdiction of this dispute. Upon notifying all parties concerned of such action, all liability on the part of the Escrow Agent shall fully cease and terminate, except to the extent of accounting for any monies previously delivered out of escrow. In the event of any suit between Buyer and Seller wherein Agent is made a party because of acting as Escrow Agent hereunder, or in any suit wherein agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with the fees and costs to be paid from and out of the escrow funds or equivalent and charged and awarded court costs in favor of the prevailing party. The Escrow Agent shall not be liable for any actions taken in good faith, but only for its gross or willful negligence. The parties hereby agree to indemnify and hold the escrow agent harmless from and against any loss, liability, claim, or damage whatsoever, including reasonable attorney fees and court costs at trial and appellate levels, which the Escrow Agent may incur or be exposed to in its capacity as Escrow Agent.

19. General Provisions.

19.1 Cooperation. Seller agrees to cooperate (at no cost to Seller), with Buyer with the making or applying for, or the assignment of, any permit, development agreement, license or other governmental approval which may be required to conduct, operate, and use the development facilities which Buyer intends to construct upon the Property. Seller further agrees to execute, acknowledge and deliver all documents, applications and other papers which be necessary to make such applications or to obtain such licenses and permits; provided that the Seller shall not be required to pay any fees, charges or costs thereof.

19.2 Continuation and Survival of Representations, Warranties, Covenants and Agreements. All representations, warranties, covenants and agreements by the respective parties contained herein or made in writing pursuant to this Contract are intended to be true upon the execution and delivery of this Contract; shall remain true and correct through the Closing Date; shall be deemed to be material; and shall survive the delivery of the deed and transfer of title to the Property. All statements contained in any certificate or other instrument delivered at any time by or on behalf of Seller in connection with the transaction contemplated hereby shall constitute representations and warranties hereunder.

19.3 Entire Agreement. This Contract, together with all exhibits, schedules and appendices attached hereto and incorporated herein by reference, shall constitute the entire Contract between the parties hereto with respect to the purchase and sale of the Property, and shall supersede all prior agreements, understandings, warranties, representations and negotiations of any party herein, whether oral or written, concerning the subject matter hereof.

19.4 Modification. This Contract may not be amended, modified, altered, or terminated, except in writing signed by each of the parties hereto, dated subsequent to the date hereof and fully adopted in accordance with the provisions of this Contract.

19.5 Construction. Every covenant, term and provision of this Contract shall be construed simply accordingly to its fair meaning and not strictly for or against any party hereto.

19.6 Headings. The headings contained in this Contract are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Contract or any provision hereof.

19.7 Severability. If any portion of this Contract shall be held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law. Furthermore, to the fullest extent possible, the provisions of this Contract (including, without limitation, each portion of this Contract containing any provision held to be invalid, void or otherwise unenforceable, that is not itself invalid, void or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, void or unenforceable.

19.8 Benefit and Burden. Except as otherwise expressly permitted, restricted or provided for in this Contract, this Contract shall be binding upon and insure to the benefit of and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business and/or assets of a party), parent entities, subsidiaries, officers, directors, shareholders, agents and assigns.

19.9 Assignment. Buyer's interest under this Contract may be assigned without the prior written consent of Seller.

19.10 No Third Party Beneficiaries. Except as otherwise provided for above, no rights or benefits under this Contract are conferred upon, directly or indirectly, or shall in any way insure to the benefit of, any third party who is not a signatory to this Contract.

19.11 No Waiver. No modification or waiver of any provision of this Contract, any exhibit or schedule hereto, or any related document, agreement or instrument, and no consent by a party to any departure therefrom by the other party shall be effective unless such modification or waiver shall be in writing and signed by a duly authorized officer of the parties. No act, failure or delay by a party shall constitute a waiver of any of its rights or remedies. No single or partial waiver by a party to any provisions of this Contract shall operate as a waiver of any other provision, breach, default, right of remedy. No waiver by a party shall effect its rights to require strict performance of this Contract.

19.12 Default. If Buyer should fail to perform this Contract within the time specified, including the payment of all deposits, the deposits paid by Buyer may be retained by or for the account of Seller as agreed upon liquidation damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract. If for any reason other than the failure of Seller to make Seller's title marketable after diligent effort and that such title defects were not due to the act of the Seller, Seller fails, neglects or refuses to perform this contract the Buyer may seek specific performance or elect to receive the return of Buyer's deposits without thereby waiving any action for damages resulting from Seller's breach.

19.13 Governing Law. This Contract and all exhibits, schedules, appendices or amendments hereto shall be deemed entered into in the State of Florida. This Contract and the rights of the parties hereunder shall be interpreted in accordance with and governed by the laws of the State of Florida without giving effect to any conflict of law provision.

19.14 Time is of the Essence. Time is expressly declared to be of the essence with respect to the parties hereto and in connection with all acts or things to be done or performed in connection herewith and of every provision hereof in which time is an element. In computing time periods of less than six (6) days, Saturdays, Sundays, and state or national holidays should be excluded. Any time period provided for herein which shall end on a Saturday, Sunday, or legal holiday shall extend till 5:00 p.m. of the next business day.

19.15 Counterparts/Facsimile. This Contract may be executed in multiple counterparts each of which shall be deemed an original Contract, and all of which shall constitute one Contract to be effective as of the date of execution of this Contract. A facsimile copy of this Contract and any signatures thereon shall be considered for all purposes as originals.

19.16 Effective Date. The Effective Date of this Contract shall be the date when the last one of the Buyer and Seller has signed this Contract.

19.17 Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

19.18 Time for Acceptance. If this offer is not executed by or delivered to all parties, or fact of execution communicated in writing between the parties, on or before March 13, 2000, this offer shall be deemed withdrawn.

19.19 Attorney's Fees. The successful party in any litigation, including all appellate proceedings, involving the enforcement or interpretation of this Contract shall be entitled to an award of reasonable attorney's fees and costs.

20. Tax Deferred Exchange. In the event Buyer elects to enter into a tax deferred exchange with respect to property owned by him in connection with this transaction, the Seller agrees to cooperate with the Buyer with such exchange, including the execution of such documents as may be reasonably necessary to effectuate the same. Provided, however, that the Seller shall not be obligated for any costs or expenses in connection with such exchange and, further, the Buyer shall hold Seller harmless against any liability which arises or has claim to have arisen on account of such tax free exchange.

21. Sign Location. Seller has negotiated for the lease of a sign location on the subject property which lease has not been concluded. Buyer has not yet seen or accepted the lease being negotiated and has no obligation to close this transaction until and unless it has reviewed and approved the lease it is asked to take subject to. It is anticipated that the lease premises will occupy sign locations of approximately ten by sixty feet which will be accessed by an access easement of no more than twenty-five width all of which shall be located adjacent to Interstate 75. Seller will submit a lease form and survey description of the proposed lease within six months of the date hereof.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Purchase and Sale Agreement as of the day and year first written below.

Buyer:

Date: March 9, 2000

WORTHINGTON GROUP OF SOUTHWEST FLORIDA, INC.

By: _____

Jeff Darragh, President

Seller:

Date: March 8, 2000

MARJENE ASSOCIATES

By: _____

Buyer _____ Seller _____

RECEIPT BY ESCROW AGENT

(Between Marjene Associates, as Seller and Worthington Group of Southwest Florida, Inc. as Buyer.)

The undersigned acknowledges receipt of _____ Dollars ($_____) pursuant to the terms of the foregoing Contract as the Initial Deposit, this _____ day of _____, 2000.

By:_____
Authorized Signatory

_____
Printed Name

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ASSIGNMENT OF CONTRACT AGREEMENT

THIS AGREEMENT entered into this 17th day of MARCH, 2000, by and between **BRIAN SCOTT HOLDINGS, INC.** ("Brian Scott") and **WORTHINGTON GROUP OF SOUTHWEST FLORIDA, INC.** ("Worthington"):

W I T N E S S E T H :

WHEREAS, Brian Scott has entered into a Contract for Sale and Purchase Agreement dated March 13, 2000, with MARK MORRISON and CHARLENE MORRISON (the "Seller"), pertaining to real property as more particularly described on the contract attached here to as Exhibit "A" (the "Contract"); and

WHEREAS, Brian Scott desires to assign the contract to Worthington, and Worthington desires to accept the Assignment of Contract subject to the terms and conditions set forth below.

NOW THEREFORE, in consideration of the sum of $10.00 and the mutual covenants and obligations set forth below, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Recitals. The Recitals are incorporated herein as the expressions of the intentions of the parties hereto;

2. Assignment. Brian Scott hereby assigns all of its right, title and interest in the Contract to Worthington. There exists an agreement between Brian Scott and Worthington dated December 29, 1999, governing the assignment of certain contracts between Brian Scott and Worthington. The contract being assigned hereunder is not governed by that Agreement insofar as the average price is concerned, (i.e. the rolling average of $17,500.00 per acre) otherwise the terms of that Agreement shall apply.

3. Assignment Fee. This Assignment is made without an assignment fee being charged.

4. Attorney's Fees - Costs. In any litigation arising out of this Agreement, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

5. Brokers. Robert S. Barber, Inc. and Bruce F. Hepp represent Worthington and not the Seller or Brian Scott. Worthington will pay Robert S. Barber, Inc. and Bruce F. Hepp a real estate commission pursuant to a separate Agreement.

Witness

Witness

Witness

Witness

BRIAN SCOTT HOLDINGS, INC.

By: _____
Jeffrey B. Freeman, President

WORTHINGTON GROUP OF SOUTHWEST FLORIDA, INC.

By: _____
~~Jeff Darragh, President~~
Andrea Skiera, V. Pres.

F:\WPDATA\SED\BRIANSCO\MORRISON.ASN

THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR.



Contract for Sale and Purchase

FLORIDA ASSOCIATION OF REALTORS®
AND THE FLORIDA BAR

*1 PARTIES: MARK AND CHARLENE MORRISON, AS HUSBAND AND WIFE ("Seller"),
2 of 12070 Morgan Hill Rd., Ft. Myers, Fl. 33912 (Phone) _____,
*3 and BRIAN SCOTT HOLDINGS, INC. AND OR ITS ASSIGNS ("Buyer"),
4 of 25435 Loblolly Bay Rd., S.W., LaBelle, Fl. 33925 (Phone) _____,
5 hereby agree that Seller shall sell and Buyer shall buy the following described real property and personal property (collectively
6 "Property") pursuant to the terms and conditions of this Contract for Sale and Purchase and any riders and addenda ("Contract"):
7 **I. DESCRIPTION:**
*8 (a) Legal description of the Real Property located in E 1/2 of NW 1/4 of NE 1/4 of NW 1/4 of County, Florida:
9 Section 15, Township 45S, Range 25E, and less OR Bk.1904, Page 3670, public records of
10 Lee County, Fl. (aka-STRAP#-15-45-25-00-00001.0150)
*11 (b) Street address, city, zip, of the Property is: 12070 Morgan Hill Rd., Ft. Myers, Fl. 33912
*12 (c) Personal Property: None
13
14
15 **II. PURCHASE PRICE:** ..... $ 105,700.00
16 **PAYMENT:**
*17 (a) Deposit held in escrow by Fidelity National Title Insurance Company (Escrow
*18 Agent) in the amount of ..... $ 5,000.00
*19 (b) Additional escrow deposit to be made to Escrow Agent within ___ days after Effective Date (see
*20 Paragraph III) in the amount of ..... $ _____
*21 (c) Subject to AND assumption of existing mortgage in good standing in favor of _____
22 _____ having an approximate present principal balance of ..... $ _____
*23 (d) New mortgage financing with a Lender (see Paragraph IV) in the amount of ..... $ _____
*24 (e) Purchase money mortgage and note to Seller (see rider for terms) in the amount of ..... $ _____
*25 (f) Other: _____ $ _____
26 (g) Balance to close by U.S. cash or LOCALLY DRAWN cashier's or official bank check(s), subject
*27 to adjustments or prorations ..... $ 100,700.00
28 **III. TIME FOR ACCEPTANCE OF OFFER; EFFECTIVE DATE; FACSIMILE:** If this offer is not executed by and delivered to all parties
*29 OR FACT OF EXECUTION communicated in writing between the parties on or before March 17, 2000, the deposit(s)
30 will, at Buyer's option, be returned and this offer withdrawn. For purposes of delivery or notice of execution, parties include Buyer
31 and Seller or each of the respective brokers or attorneys. The date of Contract ("Effective Date") will be the date when the last
32 one of the Buyer and Seller has signed this offer. A facsimile copy of this Contract and any signatures hereon shall be considered
33 for all purposes as an original.
34 **IV. FINANCING:**
*35 ☒ (a) This is a cash transaction with no contingencies for financing;
*36 ☐ (b) This Contract is conditioned on Buyer obtaining a written loan commitment within ___ days after Effective Date for
*37 (CHECK ONLY ONE): ☐ a fixed; ☐ an adjustable; or ☐ a fixed or adjustable rate loan in the principal amount of
*38 $ _____, at an initial interest rate not to exceed _____ % , discount and origination fees not to exceed _____ %
*39 of principal amount, and for a term of _____ years. Buyer will make application within ___ days (5 days if left blank) after
40 Effective Date and use reasonable diligence to obtain a loan commitment and, thereafter, to satisfy terms and conditions of
41 the commitment and close the loan. Buyer shall pay all loan expenses. If Buyer fails to obtain a commitment or fails to waive
42 Buyer's rights under this subparagraph within the time for obtaining a commitment or, after diligent effort, fails to meet the
43 terms and conditions of the commitment by the closing date, then either party thereafter, by written notice to the other, may
44 cancel this Contract and Buyer shall be refunded the deposit(s); or
*45 ☐ (c) The existing mortgage, described in Paragraph II(c) above, has: ☐ a variable interest rate; or ☐ a fixed interest rate of
*46 _____ % per annum. At time of title transfer, some fixed interest rates are subject to increase; if increased, the rate shall not
*47 exceed _____ % per annum. Seller shall furnish a statement from each mortgagee stating the principal balance, method of
48 payment, interest rate and status of mortgage or authorize Buyer or Closing Agent to obtain the same. If Buyer has agreed to
49 assume a mortgage which requires approval of Buyer by the mortgagee for assumption, then Buyer shall promptly obtain the
50 necessary application and diligently complete and return it to the mortgagee. Any mortgagee charge(s), not to exceed
*51 $ _____ (1% of amount assumed if left blank), shall be paid by Buyer. If Buyer is not accepted by mortgagee or
52 the requirements for assumption are not in accordance with the terms of this Contract or mortgagee makes a charge in
53 excess of the stated amount, Seller or Buyer may rescind this Contract by written notice to the other party unless either
54 elects to pay the increase in interest rate or excess mortgage charges.
*55 **V. TITLE EVIDENCE:** At least 30 days before closing date, (CHECK ONLY ONE): ☐ Seller shall, at Seller's expense, deliver
*56 to Buyer or Buyer's attorney; or ☒ Buyer shall at Buyer's expense obtain (CHECK ONLY ONE): ☐ abstract of title; or ☒ title
57 insurance commitment (with legible copies of instruments listed as exceptions attached thereto) and, after closing, an owner's
58 policy of title insurance.
*59 **VI. CLOSING DATE:** This transaction shall be closed and the closing documents delivered on See Addendum hereto,
60 unless modified by other provisions of this Contract.

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VII. RESTRICTIONS; EASEMENTS ,MITATIONS: Buyer shall take title subject (comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry; public utility easements of record (easements are to be located contiguous to real property lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side lines, **unless otherwise stated herein**); taxes for year of closing and subsequent years; assumed mortgages and purchase money mortgages, if any (if additional items, see addendum); provided, that there exists at closing no violation of the foregoing and none prevent use of the Property for as presently zoned purpose(s).

VIII. OCCUPANCY: Seller warrants that there are no parties in occupancy other than Seller; but if Property is intended to be rented or occupied beyond closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to Standard F. Seller shall deliver occupancy of property to Buyer at time of closing unless otherwise stated herein. If occupany is to be delivered before closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy unless otherwise stated herein.

IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions, riders and addenda shall control all printed provisions of this Contract in conflict with them.

X. RIDERS: (CHECK those riders which are applicable AND are attached to this Contract):

☐ **COMPREHENSIVE RIDER**	☐ HOMEOWNERS' ASSN.	☐ COASTAL CONSTRUCTION CONTROL LINE
☐ CONDOMINIUM	☒ "AS IS"	☐ INSULATION
☐ VA/FHA	☐ LEAD-BASED PAINT	☐ _____

XI. ASSIGNABILITY: (CHECK ONLY ONE): Buyer ☒ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ☐ may not assign this Contract.

XII. DISCLOSURES:

(a) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon or Radon testing may be obtained from your County Public Health unit.

(b) Buyer acknowledges receipt of the Florida Building Energy-Efficiency Rating System Brochure.

(c) If the real property includes pre-1978 residential housing then a lead-based paint rider is mandatory.

(d) If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act.

(e) If Buyer will be obligated to be a member of a homeowners' association, **BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION DISCLOSURE.**

XIII. MAXIMUM REPAIR COSTS: Seller shall not be responsible for payments in excess of:

(a) $ N/A for treatment and repair under Standard D (if blank, then 2% of the Purchase Price).

(b) $ N/A for repair and replacement under Standard N (if blank, then 3% of the Purchase Price).

XIV. SPECIAL CLAUSES; ADDENDA: If additional terms are to be provided, attach addendum and CHECK HERE ☒.

XV. STANDARDS FOR REAL ESTATE TRANSACTIONS: Standards A through W on the reverse side or attached are incorporated as a part of this Contract.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR.

Approval does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

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					3-13-00
(Buyer)	BRIAN SCOTT HOLDINGS, INC.	(Date)	(Seller)	MARK MORRISON	(Date)
Social Security or Tax I.D. #			Social Security or Tax I.D. #		
					3-13-00
(Buyer)		(Date)	(Seller)	CHARLENE MORRISON	(Date)
Social Security or Tax I.D. #			Social Security or Tax I.D. #		

Deposit under Paragraph II (a) received; IF OTHER THAN CASH, THEN SUBJECT TO CLEARANCE.

_____ (Escrow Agent)

BROKER'S FEE: The brokers named below, including listing and cooperating brokers, are the only brokers entitled to compensation in connection with this Contract:

Name: See Addendum Attached hereto	
Cooperating Brokers, if any	**Listing Broker**

Buyer ( ) ( ) **and Seller** ( ) ( ) **acknowledge receipt of a copy of this page.**

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ADDENDUM TO THAT CERTAIN CONTRACT FOR SALE AND PURCHASE ("CONTRACT") BETWEEN MARK AND CHARLENE MORRISON, HUSBAND WIFE, HEREINAFTER SOMETIMES CALLED SELLER AND BRIAN SCOTT HOLDINGS, INC. OR ASSIGNS, HEREINAFTER SOMETIMES CALLED BUYER. COLLECTIVELY CALLED THE PARTIES.

In the event of any conflict between this Addendum and the Contract, this Addendum shall control.

1. The attached plat map labeled "Exhibit A" is made a part of this Contract by reference and depicts the SUBJECT PROPERTY consisting of approximately ONE AND ONE-HALF (1-1/2) Acres. (m/l).

2. The Contract includes the house, outbuilding(s), and other improvements located upon the Property and around the perimeter of the Property, however, Seller shall be permitted, at Sellers option and expense, to remove from the Property any privacy fencing, small plantings and landscaping located on the Property.
Any and all personal property, stored inside and outside of the house, outbuilding(s) and Property shall belong to the Seller and shall be removed by the Seller upon vacating the property as provided in paragraph 5. below.

3. The buildings and all improvements on the subject property ("Property") shall be conveyed on an "AS IS" basis. The Seller makes no guarantee, warranty, or representation, expressed or implied, as to the condition of any of the buildings or improvements located on the property or the personal property, if any, to be conveyed pursuant to this contract. Buyer acknowledges that he has had an adequate opportunity to personally inspect the buildings, improvements, and said personal property and accepts the buildings the buildings, improvements and said personal property in their condition as of the date of this Contract. Seller's sole obligation shall be to deliver the buildings, improvements and personal property to Buyer in the condition they existed on the date of this contract, normal wear and tear excepted. The provisions contained in this paragraph shall survive the closing anticipated herein.

4. At Seller's option, Seller shall be permitted to remain on the subject property for a period of one (1) year from the date of closing, hereinafter referred to as the "lease period", with full use and enjoyment of the Property. There shall be no payment of rent whatsoever during said period, however, Seller agrees to maintain the Property in the same condition as described in paragraph 3. above. Seller shall be permitted to remain in the existing house and utilize the Property for the lawful use and enjoyment of Seller.
Seller, at Sellers expense, agrees during the entire term while occupying the Property, Seller shall be responsible for; (i) any and all on-going repairs Seller deems necessary to the house, barn and/or improvements, (ii) provide liability insurance coverage in the amount of $300,000.00 with said policy stating the Buyer as additional insured, and (iii) payment of all the utilities servicing the

house, buildings and improvements thereon, including electric, water, cable and telephone.
Upon the expiration of said lease period, Seller agrees to vacate the property and remove any and all personal property items from the Property pursuant to this Contract.
Prior to closing, Buyer shall provide Seller the lease on the Property as described herein for Buyer and Sellers execution.

5. Seller and Buyer hereby acknowledge and agree to the deletions of paragraph D. ("Termites/Wood Destroying Organisms") and paragraph N. ("Inspection, Repair and Maintenance") as contained in the Contract for Sale and Purchase agreement and more specifically, "Standards For Real Estate Transactions".

6. Brokerage; Real Estate Commission. Seller and Buyer represent to each other that Brian Scott Realty, Inc. and Chuck Mayhugh Realty, Inc. are the sole real estate agents and brokers which are involved in connection with the negotiation of this real estate transaction. Buyer, by separate agreement, shall be solely responsible for any and all commissions claimed by said Brokers. In the event a claim for commission is asserted by either of said brokers, Buyer shall indemnify and hold harmless Seller, including attorney fees, from such claim for commission.
Seller and Buyer warrant and represent to the other that no other real estate broker or agent other than those identified above have been involved with or employed by either of them in connection with the consummation of this transaction.

7. Broker Disclosure. It is further understood between the parties herein, the Buyer, Brian Scott Holdings, Inc., and its President, Jeffrey B. Freeman, hereby discloses he is an active registered Florida real estate broker and may or may not have a financial interest in the purchase and consequent sale of the Property.
Buyer hereby acknowledges that Chuck Mayhugh Realty, Inc. is acting as a transactional broker/agent and Brian Scott Realty, Inc. is representing and acting as Buyers agent, in connection to this transaction.

8. In addition to Buyer expenses as provided in Standards For Real Estate Transactions paragraph k. Expenses, Buyer hereby agrees also to be responsible and pay the following closing costs:
(i) Title Insurance Policy and any and all closing fees charged by the Title Company and (ii) payment of any and all brokerage commission(s).

9. Zoning, Permitting and Other Rights. Seller hereby acknowledges it is the intent of the Buyer and or Buyer's assigns, to develop the property and contiguous property thereto into a single family development. Seller agrees, at no cost to Seller and at Buyer's sole cost and expense, to join in and or sign authorization(s) necessary and required by the governmental authorities having

jurisdiction thereof which will permit and allow Buyer, including, but not limited to; its agents, employees, architects, engineers and independent contractors, after the Effective Date and during the entire term of the Contract, to pursue, make and obtain any and all governmental and other permits, approvals, easements, agreements and other actions necessary for the development and construction of a residential subdivision and/or mixed use for the Property and its contiguous lands thereto which are owned and or controlled by Buyer. The governmental and other permits, approvals, easements agreements and other actions shall include, but not limited to; zoning for Residential Planned Development or other Planned Development classification required by the County with an approved Master Concept Plan acceptable to Purchaser. Seller hereby grants to Buyer and Buyer's agents the right of entry upon the Property and any part thereof, during the Investigation Period for the purpose of undertaking such physical inspections and investigations and additionally permit the Buyer and/or its agents to take such soil test borings on the Property as necessary for the purpose herein; provided, however, that Buyer (I) shall promptly restore any portions of the property affected by Buyer's inspection thereon to the condition which existed immediately prior to the inspections, and (ii) shall indemnify, protect, defend, and hold harmless Seller from and against any and all loss, costs, damage and expense (including without limitation, reasonable attorney's fees and costs) relating to Buyer's testing, inspections and other actions on and about the Property pursuant to this paragraph or any other provision of the Contract.

10. It shall be understood between the parties herein, this Contract and its closing shall close on March 20, 2001.

However, at the option of Seller, closing may occur sooner, provided Seller provides written notice delivered by registered mail, return receipt requested, to be delivered to Buyer and upon such receipt of said notice, closing shall occur on or before forty-five (45) days from said receipt from Seller to Buyer indicating Sellers request to close the transaction. In the event Seller elects to close early as provided in this paragraph, the one year rent free provision contained in paragraph 4. herein shall begin from the early closing date so elected and requested by the Seller.

11. Tax Free Exchange. At Sellers option and at any time prior to or at closing, Buyer agrees to cooperate with all reasonable requests of Seller related to effecting an Internal Revenue Code Section 1031 real property exchange, at no cost or liability to Buyer. Seller shall pay any and all costs incurred in connection with or in furtherance of such exchange.

Buyer Initial _____ Seller's Initial _____

We the undersigned do hereby agree to the above this day and date as shown below.

Date 3/3/00

Seller: MARK MORRISON

Date:

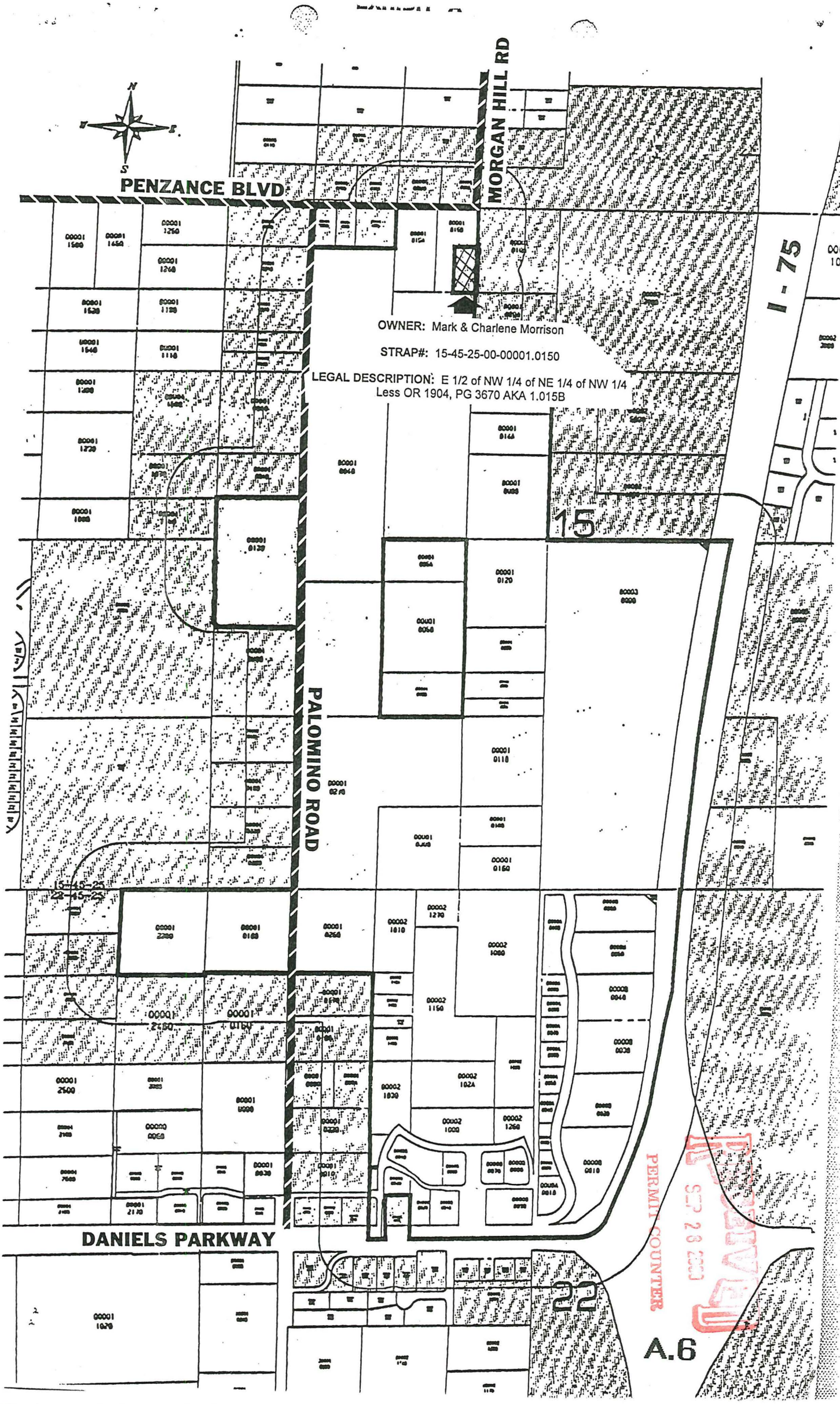
Seller: CHARLENE MORRISON

Date 3-18-2000

Buyer: Brian Scott Holdings, Inc.
(Jeffrey B. Freeman, President)

Buyer Initial

Seller's Initial



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PERMIT COUNTER

A.6

ADDENDUM TO THAT CERTAIN CONTRACT FOR SALE AND PURCHASE ("CONTRACT") BETWEEN LEON JOHN SMIZER AND BETTY JEAN SMIZER, (Husband & Wife), ETAL, (Estate of May E. Smizer Radosin) HEREINAFTER SOMETIMES CALLED SELLER AND BRIAN SCOTT HOLDINGS, INC., SUCCESSORS OR ASSIGNS, HEREINAFTER SOMETIMES CALLED BUYER. COLLECTIVELY CALLED THE PARTIES.

In the event of any conflict between this Addendum and the Contract, this Addendum shall control.

1. The attached plat map labeled "Exhibit A" is made a part of this Contract by reference and depicts the SUBJECT PROPERTY consisting of approximately TWO AND ONE-HALF (2-1/2) Acres. (m/l).

2. The Contract includes the house(s), outbuilding(s), and other improvements located upon the Property and around the perimeter of the Property.
Any and all personal property, stored inside and outside of the house(s) and outbuilding(s), shall belong to the Seller and shall be removed by the Seller upon vacating the property at and upon the closing.

3. The buildings and all improvements on the subject property ("Property") shall be conveyed on an "AS IS" basis. The Seller makes no guarantee, warranty, or representation, expressed or implied, as to the condition of any of the buildings or improvements located on the Property or the personal property, if any, to be conveyed pursuant to this contract. Buyer acknowledges that he has had an adequate opportunity to personally inspect the buildings, improvements, and said personal property and accepts the buildings the buildings, improvements and said personal property in their condition as of the date of this Contract. Seller's sole obligation shall be to deliver the buildings, improvements and personal property to Buyer in the condition they existed on the date of this contract, normal wear and tear excepted. The provisions contained in this paragraph shall survive the closing anticipated herein.

4. Seller and Buyer hereby acknowledge and agree to the deletions of paragraph D. ("Termites/Wood Destroying Organisms") and paragraph N. ("Inspection, Repair and Maintenance") as contained in the Contract for Sale and Purchase agreement and more specifically, "Standards For Real Estate Transactions".

5. The Buyer and its engineers, surveyors, and other agents shall have thirty (30) days from the Effective Date (the "Investigation Period") in which to undertake such physical and other investigations of and concerning the Property as Buyer, in Buyer's sole opinion, which Buyer may deem appropriate or necessary in order to evaluate the characteristics of the Property.
For purposes of these investigations, Seller hereby grants to Buyer and Buyer's agents the right of entry upon the Property and any part thereof, during the Investigation Period for the purpose of undertaking such physical inspections and investigations and additionally permit the Buyer and/or its agents to take such soil test borings on the Property as necessary for the purpose herein; provided, however, that Buyer (I) shall

promptly restore any portions of the property affected by Buyer's inspection thereon to the condition which existed immediately prior to the inspections, and (ii) shall indemnify, protect, defend, and hold harmless Seller from and against any and all loses, costs, expenses, claims, demands, actions, causes of action, liabilities, judgments, awards, damages, injuries, fines, penalties, and forfeitures (including without limitation, the reasonable fees and expenses of attorneys, paralegal, and experts incurred before or during any trial or administrative proceeding, or in connection with any appellate proceeding) arising out of or in connection with any, personal injury, property damage, loss of profits, earnings, or wages, or any other damages whatsoever sustained, incurred, or suffered (or alleged to have been sustained, incurred, or suffered), by any person or entity as a result of or in connection with the activities of Buyer, its contractor, agents, or employees, on or about the Property. In the event the results of the inspections, investigations are, in Buyer's sole opinion, unacceptable to Buyer for any reason whatsoever, and Buyer notifies Seller of that fact not later than 5:00 P.M. on the last day of the Investigation Period, then at Buyer's option and upon Buyer's request, the deposit made by buyer to Escrow Agent shall be returned to buyer and, upon return thereof, this contact shall be terminated and become null and void and all parties hereto shall be relieved of all liabilities and obligation whatsoever to each other hereunder. In the event Buyer should fail to notify Seller of the unacceptability of any such inspection or investigations by 5:00 P.M. on the last day of the Investigatory Period (thirty days from the Effective Date) then such failure shall constitute a waiver of Buyer's right to terminate this contact on account thereof. Within three (3) business days following the expiration of the "Inspection Period" (as herein defined) (provided Buyer has not elected to terminate this Agreement pursuant to this paragraph) Buyer shall deliver an additional FIVE THOUSAND DOLLARS ($5,000.00) to the Escrow Agent , which shall become part of the Deposit, thereby increasing the Deposit to TEN THOUSAND DOLLARS ($10,000.00). At and upon such time, (expiration of the Inspection Period) the entire TEN THOUSAND DOLLARS ($10,000.00) shall all become non-refundable, unless Seller cannot convey a marketable title in accordance to paragraph "A. EVIDENCE OF TITLE: (2)" as contained in STANDARDS OF REAL ESTATE TRANSACTION" of the Contract For Sale and Purchase agreement.

6. Seller hereby acknowledges this Contract and its Addendum may be assigned to another party whereby the assigned party will be preparing and submitting certain documents and applications to the required and appropriate governmental agencies for a single family residential project, of which the subject Property will be a part of. At no cost to Seller and upon Buyers delivery to Seller, Seller agrees to promptly execute the necessary and required authorization form(s) to Buyer and or Buyers agent(s) to allow Buyer to make said applications.

7. Brokerage; Real Estate Commission. Seller and Buyer represent to each other that Brian Scott Realty, Inc. and Chuck Mayhugh Realty, Inc. are the sole real estate agents and brokers which are involved in connection with the negotiation of this real estate transaction. Seller agrees to pay a real estate commission, at the time of closing, in the total amount of ten (10%) per cent of the gross sales price. In the event that this matter should, for any reason, fail to close, then no commission shall be due and

payable, the same being earned only if the transaction contemplated hereby is actually closed. Seller and Buyer warrant and represent to the other that no other real estate broker or agent other than those identified above have been involved with or employed by either of them in connection with the consummation of this transaction. In the event a claim for commission is asserted by any other broker then the party against whom such claim is asserted shall indemnify and hold harmless the other party, including attorney fees, from such claim for commission.

8. Broker Disclosure. It is further understood between the parties herein, the Buyer, Brian Scott Holdings, Inc., and its President, Jeffrey B. Freeman, hereby discloses he is an active registered Florida real estate broker and may or may not have a financial interest in the purchase and consequent sale of the Property. Buyer hereby acknowledges that Chuck Mayhugh Realty, Inc. is acting as a transactional broker/agent and Brian Scott Realty, Inc. is representing and acting as Buyers agent, in connection to this transaction.

9. Tax Deferred Exchange. Buyer hereby acknowledges and agrees that it may be the intent of the Seller to effect an IRC 1030 tax deferred exchange which will not delay the closing or cause additional expense to the Buyer. The Seller's rights under this Contract may be assigned to a Qualified Intermediary for the purpose of completing such an exchange. Buyer agrees to cooperate with the Seller and the Qualified Intermediary in a manner necessary to complete the exchange, however, Seller shall be solely responsible for any and all costs associated to such exchange and shall hold Buyer harmless against any liability which arises or has claim to have arisen on account of such tax free exchange.

We the undersigned do hereby agree to the above this day and date as shown below.

Date 7-25-00 _____
Seller: LEON JOHN SMIZER

Date 7-25-00 _____
Seller: BETTY JEAN SMIZER

Date 7-2500 _____
Seller: ETAL (Estate of May E. Smizer Radosin, deceased)

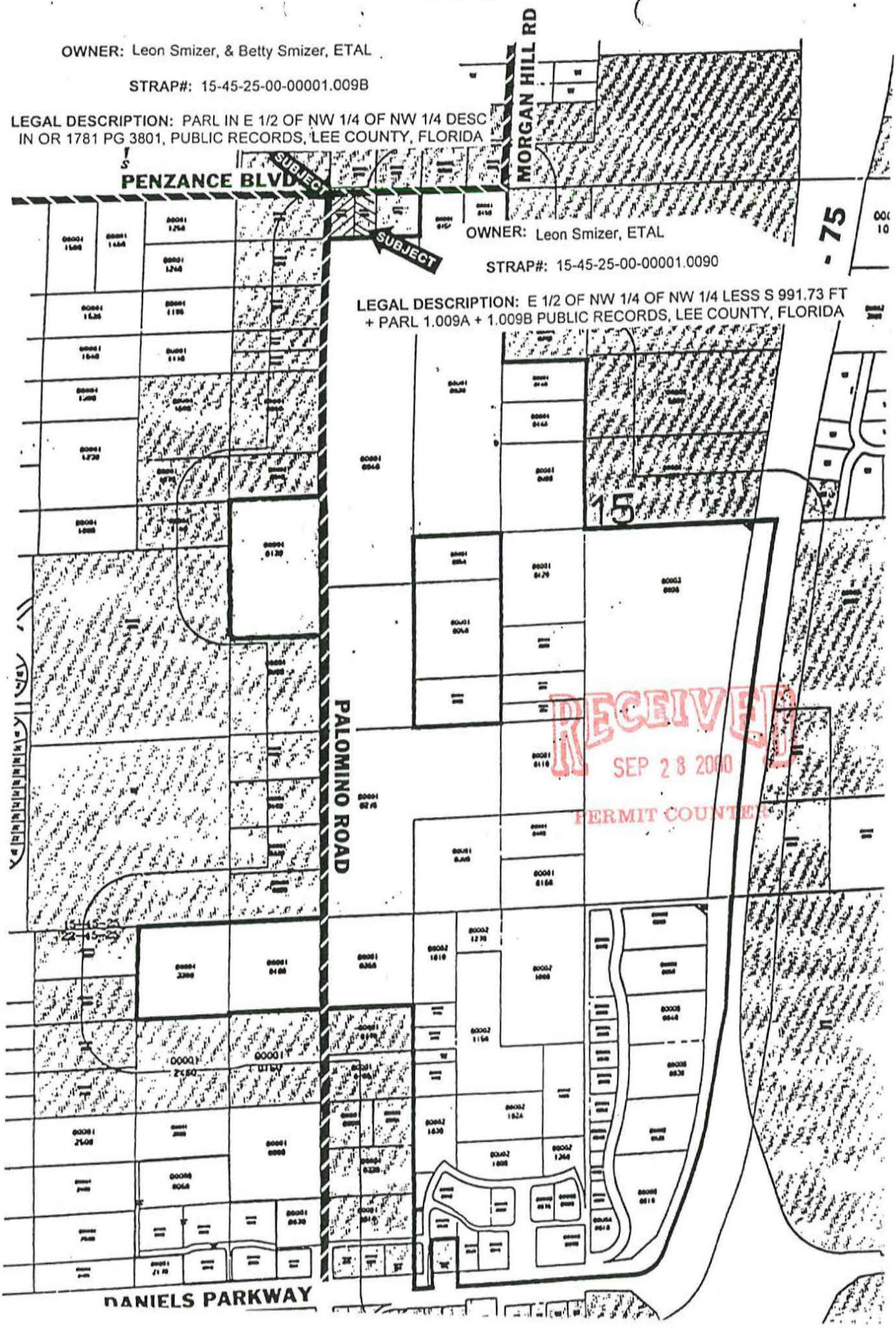
Date: 7/25/2000 _____
Buyer: Brian Scott Holdings, Inc., or Assigns (Jeffrey B. Freeman, its President)

EXHIBIT "A"

OWNER: Leon Smizer, & Betty Smizer, ETAL

STRAP#: 15-45-25-00-00001.009B

LEGAL DESCRIPTION: PARL IN E 1/2 OF NW 1/4 OF NW 1/4 DESC IN OR 1781 PG 3801, PUBLIC RECORDS, LEE COUNTY, FLORIDA



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THIS FORM HAS BEEN APPROVED BY THE
FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR.

Contract for Sale and Purchase

FLORIDA ASSOCIATION OF REALTORS®
AND THE FLORIDA BAR



PARTIES: Leon John Smizer and Betty Jean Smizer (Husband & Wife), ETAL ("Seller"), of 2020 Bahama Ave., Fort Myers, FL 33905 (Phone) _____, and Brian Scott Holdings, Inc., successors and/or assigns ("Buyer"), of 25435 Loblolly Bay Rd. SW, LaBelle, FL 33935 (Phone) 941-675-1800, hereby agree that Seller shall sell and Buyer shall buy the following described real property and personal property (collectively "Property") pursuant to the terms and conditions of this Contract for Sale and Purchase and any riders and addenda ("Contract"):

I. DESCRIPTION:

(a) Legal description of the Real Property located in Lee County, Florida: Property consisting of 2.5 acres (m/l), all lying in SEC 15, TWP 45S, RNG 25E bearing STRAP #'s - 15-45-25-00-00001.009B and 15-45-25-00-00001.0090

(b) Street address, city, zip, of the Property is: 9130 and 9250 Penzance Blvd., Fort Myers, FL 33912

(c) Personal Property: Range (s), Dishwasher (s), Refrigerator (s), Washer (s) and Dryer (s)

II. PURCHASE PRICE: $ 175,000.00

PAYMENT:

(a) Deposit held in escrow by Fidelity National Title (Escrow Agent) in the amount of $ 5,000.00

(b) Additional escrow deposit to be made to Escrow Agent within 30 days after Effective Date (see Paragraph III) in the amount of $ 5,000.00

(c) Subject to AND assumption of existing mortgage in good standing in favor of _____ having an approximate present principal balance of $ -0-

(d) New mortgage financing with a Lender (see Paragraph IV) in the amount of $ -0-

(e) Purchase money mortgage and note to Seller (see rider for terms) in the amount of $ -0-

(f) Other: _____ $ -0-

(g) Balance to close by U.S. cash or LOCALLY DRAWN cashier's or official bank check(s), subject to adjustments or prorations $ 165,000.00

III. TIME FOR ACCEPTANCE OF OFFER; EFFECTIVE DATE; FACSIMILE: If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or before July , 2000, the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. For purposes of delivery or notice of execution, parties include Buyer and Seller or each of the respective brokers or attorneys. The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed this offer. A facsimile copy of this Contract and any signatures hereon shall be considered for all purposes as an original.

IV. FINANCING:

☒ (a) This is a cash transaction with no contingencies for financing;

☐ (b) This Contract is conditioned on Buyer obtaining a written loan commitment within ___ days after Effective Date for (CHECK ONLY ONE): ☐ a fixed; ☐ an adjustable; or ☐ a fixed or adjustable rate loan in the principal amount of $ _____, at an initial interest rate not to exceed _____ %, discount and origination fees not to exceed _____ % of principal amount, and for a term of _____ years. Buyer will make application within ___ days (5 days if left blank) after Effective Date and use reasonable diligence to obtain a loan commitment and, thereafter, to satisfy terms and conditions of the commitment and close the loan. Buyer shall pay all loan expenses. If Buyer fails to obtain a commitment or fails to waive Buyer's rights under this subparagraph within the time for obtaining a commitment or, after diligent effort, fails to meet the terms and conditions of the commitment by the closing date, then either party thereafter, by written notice to the other, may cancel this Contract and Buyer shall be refunded the deposit(s); or

☐ (c) The existing mortgage, described in Paragraph II(c) above, has: ☐ a variable interest rate; or ☐ a fixed interest rate of _____ % per annum. At time of title transfer, some fixed interest rates are subject to increase; if increased, the rate shall not exceed _____ % per annum. Seller shall furnish a statement from each mortgagee stating the principal balance, method of payment, interest rate and status of mortgage or authorize Buyer or Closing Agent to obtain the same. If Buyer has agreed to assume a mortgage which requires approval of Buyer by the mortgagee for assumption, then Buyer shall promptly obtain the necessary application and diligently complete and return it to the mortgagee. Any mortgagee charge(s), not to exceed $ _____ (1% of amount assumed if left blank), shall be paid by Buyer. If Buyer is not accepted by mortgagee or the requirements for assumption are not in accordance with the terms of this Contract or mortgagee makes a charge in excess of the stated amount, Seller or Buyer may rescind this Contract by written notice to the other party unless either elects to pay the increase in interest rate or excess mortgage charges.

V. TITLE EVIDENCE: At least 60 days before closing date, (CHECK ONLY ONE): ☒ Seller shall, at Seller's expense, deliver to Buyer or Buyer's attorney; or ☐ Buyer shall at Buyer's expense obtain (CHECK ONLY ONE): ☐ abstract of title; or ☒ title insurance commitment (with legible copies of instruments listed as exceptions attached thereto) and, after closing, an owner's policy of title insurance.

VI. CLOSING DATE: This transaction shall be closed and the closing documents delivered on March 15, 2001, unless modified by other provisions of this Contract.

VII. RESTRICTIONS; EASEMENTS; LIMITATIONS: Buyer shall take title subject to: comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry; public utility easements of record (easements are to be located contiguous to real property lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side lines, **unless otherwise stated herein**); taxes for year of closing and subsequent years; assumed mortgages and purchase money mortgages, if any (if additional items, see addendum); provided, that there exists at closing no violation of the foregoing and none prevent use of the Property for residential purpose(s).

VIII. OCCUPANCY: Seller warrants that there are no parties in occupancy other than Seller; but if Property is intended to be rented or occupied beyond closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to Standard F. Seller shall deliver occupancy of property to Buyer at time of closing unless otherwise stated herein. If occupany is to be delivered before closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy unless otherwise stated herein.

IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions, riders and addenda shall control all printed provisions of this Contract in conflict with them.

X. RIDERS: (CHECK those riders which are applicable AND are attached to this Contract):

☐ COMPREHENSIVE RIDER	☐ HOMEOWNERS' ASSN.	☐ COASTAL CONSTRUCTION CONTROL LINE
☐ CONDOMINIUM	☐ "AS IS"	☐ INSULATION
☐ VA/FHA	☐ LEAD-BASED PAINT	☐ _____

XI. ASSIGNABILITY: (CHECK ONLY ONE): Buyer ☒ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ☐ may not assign this Contract.

XII. DISCLOSURES:

(a) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon or Radon testing may be obtained from your County Public Health unit.

(b) Buyer acknowledges receipt of the Florida Building Energy-Efficiency Rating System Brochure.

(c) If the real property includes pre-1978 residential housing then a lead-based paint rider is mandatory.

(d) If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act.

(e) If Buyer will be obligated to be a member of a homeowners' association, **BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION DISCLOSURE.**

XIII. MAXIMUM REPAIR COSTS: Seller shall not be responsible for payments in excess of:

(a) $ -0- for treatment and repair under Standard D (if blank, then 2% of the Purchase Price).

(b) $ -0- for repair and replacement under Standard N (if blank, then 3% of the Purchase Price).

XIV. SPECIAL CLAUSES; ADDENDA: If additional terms are to be provided, attach addendum and CHECK HERE ☒.

XV. STANDARDS FOR REAL ESTATE TRANSACTIONS: Standards A through W on the reverse side or attached are incorporated as a part of this Contract.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR.

Approval does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

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(Buyer)	Brian Scott Holdings, Inc.	7/25/2000 (Date)	(Seller) Leon John Smizer	7-25-00 (Date)
Social Security or Tax I.D. #			Social Security or Tax I.D. #	
(Buyer)		(Date)	(Seller) Betty Jean Smizer	7-25-00 (Date)
Social Security or Tax I.D. #			Social Security or Tax I.D. #	

Deposit under Paragraph II (a) received; IF OTHER THAN CASH, THEN SUBJECT TO CLEARANCE. _____ (Escrow Agent)

BROKER'S FEE: The brokers named below, including listing and cooperating brokers, are the only brokers entitled to compensation in connection with this Contract:

Name: Chuck Mayhugh Realty, Inc. 5%	Brian Scott Realty, Inc. 5%
Cooperating Brokers, if any	Listing Broker

Buyer (BJS) (_____) and Seller (_____) (BJS) acknowledge receipt of a copy of this page.

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A. EVIDENCE OF TITLE: (1) An abstract of title prepared or brought current by a reputable and existing abstract firm (if not existing then certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the real property recorded in the public records of the county wherein the real property is located through Effective Date. It shall commence with the earliest public records, or such later date as may be customary in the county. Upon closing of this Contract, the abstract shall become the property of Buyer, subject to the right of retention thereof by first mortgagee until fully paid. (2) A title insurance commitment issued by a Florida licensed title insurer agreeing to issue Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price, insuring Buyer's title to the real property, subject only to liens, encumbrances, exceptions or qualifications provided in this Contract and those to be discharged by Seller at or before closing. Seller shall convey marketable title subject only to liens, encumbrances, exceptions or qualifications provided in this Contract. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving evidence of title to examine it. If title is found defective, Buyer shall within said 5 days notify Seller in writing specifying the defect(s). If defect(s) render title unmarketable, Seller will have 30 day from receipt of notice to remove the defects, failing which Buyer shall, within five (5) days after expiration of the thirty (30) day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall be immediately returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) within the time provided therefor. If Seller is unable to timely correct the defects, Buyer shall either waive the defects, or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract. If evidence of title is delivered to Buyer less than 5 days prior to closing, Buyer may extend closing date so that Buyer shall have up to 5 days from date of receipt of evidence of title to examine same in accordance with this Standard.

B. PURCHASE MONEY MORTGAGE; SECURITY AGREEMENT TO SELLER: A purchase money mortgage and mortgage note to Seller shall provide for a 30-day grace period in the event of default if a first mortgage and a 15-day grace period if a second or lesser mortgage; shall provide for right of prepayment in whole or in part without penalty; shall permit acceleration in event of transfer of the real property; shall require all prior liens and encumbrances to be kept in good standing and forbid modifications of or future advances under prior mortgage(s); shall require Buyer to maintain policies of insurance containing a standard mortgagee clause covering all improvements located on the real property against fire and all perils included within the term "extended coverage endorsements" and such other risks and perils as Seller may reasonably require, in an amount equal to their highest insurable value; and the mortgage, note and security agreement shall be otherwise in form and content required by Seller; but Seller may only require clauses and coverage customarily found in mortgages, mortgage notes and security agreements generally utilized by savings and loan institutions or state or national banks located in the county wherein the real property is located. All personal property and leases being conveyed or assigned will, at Seller's option, be subject to the lien of a security agreement evidenced by recorded financing statements. If a balloon mortgage, the final payment will exceed the periodic payments thereon.

C. SURVEY: Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the real property surveyed and certified by a registered Florida surveyor. If the survey discloses encroachments on the real property or that improvements located thereon encroach on setback lines, easements, lands of others or violate any restrictions, Contract covenants or applicable governmental regulation, the same shall constitute a title defect.

D. TERMITES/WOOD DESTROYING ORGANISMS: Buyer, at Buyer's expense, within the time allowed to deliver evidence of title, may have the Property inspected by a Florida Certified Pest Control Operator ("Operator") to determine if there is any visible active termite infestation or visible damage from termite infestation, excluding fences. If either or both are found, Buyer shall have 4 days from date of written notice thereof within which to have cost of treatment, if required, estimated by the Operator and all damage inspected and estimated by a licensed builder or general contractor. Seller shall pay valid costs of treatment and repair of all damage up to the amount provided in Paragraph XIII(a). If estimated costs exceed that amount, Buyer shall have the option of canceling this Contract within 5 days after receipt of contractor's repair estimate by giving written notice to Seller or Buyer may elect to proceed with the transaction, and receive a credit at closing on the amount provided in Paragraph XIII(a). "Termites" shall be deemed to include all wood destroying organisms required to be reported under the Florida Pest Control Act, as amended.

E. INGRESS AND EGRESS: Seller warrants and represents that there is ingress and egress to the real property sufficient for its intended use as described in Paragraph VII hereof, title to which is in accordance with Standard A.

F. LEASES: Seller shall, not less than 15 days before closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, rental rates, advanced rent and security deposit paid by tenant. If Seller is unable to obtain such letter from each tenant, the same information shall be furnished by Seller and Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact tenant to confirm such information. Seller shall, at closing, deliver and assign all original leases to Buyer.

G. LIENS: Seller shall furnish to Buyer at time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the real property for 90 days immediately preceding date of closing. If the real property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at the closing of this Contract.

H. PLACE OF CLOSING: Closing shall be held in the county wherein the real property is located at the office of the attorney or other closing agent ("Closing Agent") designated by Seller.

I. TIME: In computing time periods of less than six (6) days, Saturdays, Sundays and state or national legal holidays shall be excluded. Any time periods provided for herein which shall end on a Saturday, Sunday, or a legal holiday shall extend to 5:00 p.m. of the next business day. **Time is of the essence in this Contract.**

J. CLOSING DOCUMENTS: Seller shall furnish the deed, bill of sale, construction lien affidavit, owner's possession affidavit, assignments of leases, tenant and mortgagee estoppel letters and corrective instruments. Buyer shall furnish closing statement, mortgage, mortgage note, security agreement and financing statements.

K. EXPENSES: Documentary stamps on the deed and recording of corrective instruments shall be paid by Seller. Documentary stamps and intangible tax on the purchase money mortgage and any mortgage assumed, mortgagee title insurance commitment with related fees, and recording of purchase money mortgage to Seller, deed and financing statements shall be paid by Buyer. Unless otherwise provided by law or rider to this Contract, charges for the following related title services, namely title or abstract charge, title examination, and settlement and closing fee, shall be paid by the party responsible for furnishing the title evidence in accordance with Paragraph V.

L. PRORATIONS; CREDITS: Taxes, assessments, rent, interest, insurance and other expenses of the Property shall be prorated through the day before closing. Buyer shall have the option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at closing shall be increased or decreased as may be required by prorations to be made through day prior to closing, or occupancy, if occupancy occurs before closing. Advance rent and security deposits will be credited to Buyer. Escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the real property by January 1st of year of closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties; failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. A tax proration based on an estimate shall, at request of either party, be readjusted upon receipt of tax bill on condition that a statement to that affect is signed at closing.

Buyer ( ) ( ) **and Seller (**) ( ) **acknowledge receipt of a copy of this page.**

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M. SPECIAL ASSESSMENT LIENS: Certified, confirmed and ratified special assessment liens as of date of closing (not as of Effective Date) are to be paid by Seller. Pending liens as of date of closing shall be assumed by Buyer. If the improvement has been substantially completed as of Effective Date, any pending lien shall be considered certified, confirmed or ratified and Seller shall, at closing, be charged an amount equal to the last estimate or assessment for the improvement by the public body.

N. INSPECTION, REPAIR AND MAINTENANCE: Seller warrants that the ceiling, roof (including the fascia and soffits) and exterior and interior walls, foundation, seawalls (or equivalent) and dockage do not have any Visible Evidence of leaks, water damage or structural damage and that the septic tank, pool, all appliances, mechanical items, heating, cooling, electrical, plumbing systems and machinery are in Working Condition. The foregoing warranty shall be limited to the items specified unless otherwise provided in an addendum. Buyer may, at Buyer's expense, have inspections made of those items within 20 days after the Effective Date, by a firm or individual specializing in home inspections and holding an occupational license for such purpose (if required) or by an appropriately licensed Florida contractor, and Buyer shall, prior to Buyer's occupancy, but not more than 20 days after Effective Date, report in writing to Seller such items that do not meet the above standards as to defects. Unless Buyer timely reports such defects, Buyer shall be deemed to have waived Seller's warranties as to defects not reported. If repairs or replacements are required to comply with this Standard, Seller shall cause them to be made and shall pay up to the amount provided in Paragraph XIII(b). Seller is not required to make repairs or replacements of a Cosmetic Condition unless caused by a defect Seller is responsible to repair or replace. If the cost for such repair or replacement exceeds the amount provided in Paragraph XIII(b), Buyer or Seller may elect to pay such excess, failing which either party may cancel this Contract. If Seller is unable to correct the defects prior to closing, the cost thereof shall be paid into escrow at closing. Seller shall, upon reasonable notice, provide utilities service and access to the Property for inspections, including a walk-through prior to closing, to confirm that all items of personal property are on the real property and, subject to the foregoing, that all required repairs and replacements have been made and that the Property, including, but not limited to, lawn, shrubbery and pool, if any, has been maintained in the condition existing as of Effective Date, ordinary wear and tear excepted. For purposes of this Contract: (a) "Working Condition" means operating in the manner in which the item was designed to operate; (b) "Cosmetic Condition" means aesthetic imperfections that do not affect the working condition of the item, including, but not limited to: pitted marcite; missing or torn screens; fogged windows; tears, worn spots, or discoloration of floor coverings, wallpaper, or window treatments; nail holes, scratches, dents, scrapes, chips or caulking in ceilings, walls, floorings, fixtures, or mirrors; and minor cracks in floors, tiles, windows, driveways, sidewalks, or pool decks; and (c) cracked roof tiles, curling or worn shingles, or limited roof life shall not be considered defects Seller must repair or replace, so long as there is no evidence of actual leaks or leakage or structrual damage, but missing tiles will be Seller's responsibility to replace or repair.

O. RISK OF LOSS: If the Property is damaged by fire or other casualty before closing and cost of restoration does not exceed 3% of the assessed valuation of the Property so damaged, cost of restoration shall be an obligation of Seller and closing shall proceed pursuant to the terms of this Contract with restoration costs escrowed at closing. If the cost of restoration exceeds 3% of the assessed valuation of the Property so damaged, Buyer shall have the option of either taking the Property as is, together with either the 3% or any insurance proceeds payable by virtue of such loss or damage, or of canceling this Contract and receiving return of the deposit(s).

P. PROCEEDS OF SALE; CLOSING PROCEDURE: The deed shall be recorded upon clearance of funds. If an abstract of title has been furnished, evidence of title shall be continued at Buyer's expense to show title in Buyer, without any encumbrances or change which would render Seller's title unmarketable from the date of the last evidence. All closing proceeds shall be held in escrow by Seller's attorney or other mutually acceptable escrow agent for a period of not more than 5 days after closing date. If Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5-day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect. If Seller fails to timely cure the defect, all deposit(s) and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the personal property, vacate the real property and reconvey the Property to Seller by special warranty deed and bill of sale. If Buyer fails to make timely demand for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale. If a portion of the purchase price is to be derived from institutional financing or refinancing, requirements of the lending institution as to place, time of day and procedures for closing, and for disbursement of mortgage proceeds shall control over contrary provision in this Contract. Seller shall have the right to require from the lending institution a written commitment that it will not withhold disbursement of mortgage proceeds as a result of any title defect attributable to Buyer mortgagor. The escrow and closing procedure required by this Standard shall be waived if the title agent insures adverse matters pursuant to Section 627.7841, F.S., as amended.

Q. ESCROW: Any escrow agent ("Agent") receiving funds or equivalent is authorized and agrees by acceptance of them to deposit them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with terms and conditions of this Contract. Failure of funds to clear shall not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities under the provisions of this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties hereto agree to its disbursement or until a judgement of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended. Any suit between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any suit wherin Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with these amounts to be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. The Agent shall not be liable to any party or person for misdelivery to Buyer or Seller of items subject to the escrow, unless such misdelivery is due to willful breach of the provisions of this Contract or gross negligence of Agent.

R. ATTORNEY'S FEES; COSTS: In any litigation, including breach, enforcement or interpretation, arising out of this Contract, the prevailing party in such litigation, which, for purposes of this Standard, shall include Seller, Buyer and any brokers acting in agency or nonagency relationships authorized by Chapter 475, F.S., as amended, shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

S. FAILURE OF PERFORMANCE: If Buyer fails to perform this Contract within the time specified, including payment of all deposits, the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be recovered and retained by and for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach.

T. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice given by or to the attorney for any party shall be as effective as if given by or to that party.

U. CONVEYANCE: Seller shall convey title to the real property by statutory warranty, trustee's, personal representative's or guardian's deed, as appropriate to the status of Seller, subject only to matters contained in Paragraph VII and those otherwise accepted by Buyer. Personal property shall, at the request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.

V. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

W. WARRANTY: Seller warrants that there are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed to Buyer.

Buyer ( ) ( ) **and Seller (**) ( ) **acknowledge receipt of a copy of this page.**

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CONTRACT FOR SALE AND PURCHASE

THIS CONTRACT is made and entered into this 8 day of March, 2000, by and between WORTHINGTON GROUP OF SOUTHWEST FLORIDA, INC., as "Buyer", whose address is: 14291 Metro Parkway, Bldg 1300, Fort Myers, Florida 33912 and JEFFREY B. FREEMAN, INDIVIDUALLY and as Trustee as "Seller", whose address is: 25435 Loblolly Rd., S.W., LaBelle, FL 33935, collectively called the "Parties".

1. Sale of Property. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the real property described on Exhibit "A" attached hereto, together with all easements, privileges, rights-of-way, and all other appurtenances, pertaining to or accruing to the benefit of said property, all of which shall be referred to herein as the "Property". The STRAP # or Tax ID # is: 15-45-25-00-00001.0200.

2. Purchase Price and Method of Payment. The purchase price to be paid by Buyer to Seller for the Property, subject to adjustments and proration as hereinafter provided, shall be ~~NINETY THOUSAND FOUR HUNDRED SEVENTY- FIVE DOLLARS ($90,475.00)~~ 72,380 Which shall be paid as follows:

a. Deposit within ten (10) days upon full execution of this Contract to be paid to Pavese, Law Firm as Escrow Agent, in the amount of: $ 5,000.00

b. Purchase Money Mortgage in the amount of 70% of the purchase price. $ ~~63,332.50~~ 50,666

c. Balance at closing, subject to adjustments and proration, in the amount of: $ ~~22,142.50~~ 16,714

TOTAL: $ ~~90,475.00~~ 72,380

3. Title Insurance. Within thirty (30) days from the Effective Date, the Seller, at Seller's expense, shall obtain for Buyer and deliver to Buyer or Buyer's attorney, a title insurance commitment (with legible copies of instruments listed as exceptions) from a title insurance company naming Buyer as the properly insured. The commitment and the resulting title insurance policy shall be in the amount of the purchase price. The commitment and policy shall be in an ALTA standard form as currently authorized and approved by the Insurance Commissioner of the State of Florida. There shall be no exceptions to the commitment or policy except or unless otherwise agreed to in writing by the Buyer. The policy shall insure marketable title. The commitment shall show Seller to be vested with good, marketable, and insurable fee simple title to the property subject only to: (i) real estate taxes for the year of closing, (ii) comprehensive land use plans zoning, restrictions, prohibitions, and other requirements imposed by governmental authority, (iii) restrictions and other matters common to the subdivision, if any, and (iv) public utility easements bordering along the property lines provided none of the above interferes with the use and enjoyment of the property by Buyer for Buyer's intended use. If in Buyer's examination of the title commitment, buyer determines, in its sole opinion, that the condition of title is unacceptable to Buyer, Buyer may give written notice to Seller indicating such disapproval, whereupon this Contract shall automatically be canceled and in such event, the deposits paid by the Buyer thereunder shall be immediately returned to Buyer and upon said reimbursement, neither party shall have any further liability to the other under this Contract. Any objection to title which Buyer makes must be made within the Investigatory Period provided for in this Contract. In the event Buyer should fail to raise any objection to title within the Investigation Period then the condition of title shall be deemed to be satisfactory to Buyer.

The cost of obtaining the title commitment and any search expenses related thereto shall be at the expense of Seller and the cost of the title insurance policy to be issued and in the

amount of the full purchase price shall be charged to Seller at closing. Seller's charge for said title policy shall be at the minimum promulgated rate as provided by Florida law including discounts for any reissue credit if available.

4. Investigation of Property. The Buyer and its engineers, surveyors, and other agents shall have sixty (60) days from the Effective Date (the "Investigation Period") in which to undertake such physical and other investigations of and concerning the Property as Buyer, in Buyer's sole opinion, which Buyer may deem appropriate or necessary in order to evaluate the characteristics of the Property and quality of same for Buyer's intended development and its compliance with all applicable building zoning, and environmental, concurrency, and other codes, ordinances, statutes, rules and regulations affecting the property as well as other matters including, without limitation, the availability of water, electric, telephone, other utilities, drainage characteristics of the Property, soil conditions, and other matters deemed by the Buyer to be necessary in order for Buyer to determine the feasibility of Buyer's purchase or development of the Property. For purposes of these investigations, Seller hereby grants to Buyer and Buyer's agents the right of entry upon the Property and any part thereof, during the Investigation Period for the purpose of placing and maintaining until closing, a real estate sign on the Property undertaking such physical inspections and investigations and additionally permit the Buyer and/or its agents to take such soil test borings on the Property as necessary for the purpose herein; provided, however, that Buyer (i) shall promptly restore any portions of the Property affected by Buyer's inspection thereon to the condition which existed immediately prior to the inspections, and (ii) shall indemnify, protect, defend, and hold harmless Seller from and against any and all losses, costs, expenses, claims, demands, actions, causes of action, liabilities, judgments, awards, damages, injuries, fines, penalties, and forfeitures (including without limitation, the reasonable fees and expenses of attorneys, paralegals, and experts incurred before or during any trial or administrative proceeding, or in connection with any appellate proceeding) arising out of or in connection with any death, personal injury, property damage, loss of profits, earnings, or wages, or any other damages whatsoever sustained, incurred, or suffered (or alleged to have been sustained, incurred, or suffered), by any person or entity as a result of or in connection with the activities of Buyer, its contractor, agents, or employees, on or about the Property.

In order to assist Buyer and its agents in their evaluation of the physical and other characteristics of the Property, Seller shall furnish to Buyer within ten (10) days from the Effective Date of this Contract, copies of all reports, test results, agreements and other documents and materials pertaining to the Property which shall include but not necessarily be limited to materials and soil tests, hydrology reports, environmental reports, and audits, lease agreements, easements, boundary survey's, topographical surveys, tree surveys, wetland reports, wildlife studies, impact studies, trips analysis, impact fee agreements, development agreements, reports and/or orders, applications for rezoning and/or for change in land use, traffic studies and reports, utility agreements, county and municipal governmental reports and correspondence, notices of code violations, appraisals, assessments and agreements regarding proposed signage benefiting adjacent parcel(s) which are presently in Seller's possession or under Seller's control. The parties acknowledge, however, that such materials shall remain the property of Seller and shall be returned to Seller by Buyer only upon the termination of this contract. Further, the parties acknowledge that the Seller is without knowledge as to the accuracy of any such information and therefore no warranty, either implied or expressed, is given with such materials.

In the event the results of the inspector's investigations are, in Buyer's sole opinion, unacceptable to Buyer for any reason whatsoever, and Buyer notifies Seller of that fact not later than 5:00 p.m. on the last day of the Investigation Period, then at Buyer's option and upon Buyer's request, the deposit made by Buyer to Escrow Agent shall be returned to Buyer and, upon return thereof, this contract shall be terminated and become null and void and all parties hereto shall be relieved of all liabilities and obligation whatsoever to each other hereunder. In the event Buyer should fail to notify Seller of the unacceptability of any

such inspection or investigations by 5:00 p.m. on the last day of the Investigatory Period (sixty days from the Effective Date) then such failure shall constitute a waiver of Buyer's right to terminate this contract on account thereof.

5. Survey. Buyer at Buyer's option and expense, within time allowed for delivery of evidence and examination thereof, may have the Property surveyed by a Florida registered land surveyor. The survey shall otherwise be in sufficient form so as to allow the title company to remove the survey exception from the title policy when ultimately issued. If the survey shows any rights-of-way on the Property, violations of any restrictive covenants, violations of any building, zoning, land use, or other laws, ordinances, rules, or regulations imposed by governmental authority, encroachments or improvements located on the Property on to set back lines, easements, rights-of-way, or lands of others, encroachments of improvements of others onto the Property, overlaps or gaps, lack of access, or other matters that would, in Buyer's sole opinion, interfere with Buyer's intended use of the Property then, such matters shall be treated as Title Defects as indicated in the title insurance paragraph of this Contract. It shall be understood between the parties herein, Buyer shall be required to notify Seller, in writing, as to any defects to the survey within 45 days from the Effective Date of the contract, thereafter, Buyer shall be deemed to have waived any and all rights to objection on account thereof.

6. Purchase Money Mortgage. Seller agrees to take back a purchase money first mortgage and note in the total principal amount of 70% of the purchase price. Said Principal amount shall be amortized over a period of five (5) years with equal semi-annual installments of principal and interest payments at the interest rate of ten (10%) per cent per annum.

The first semi-annual installment shall be due and payable six months from the anniversary date of closing and each and every semi-annual installment thereafter shall be due on the same day. Said note and mortgage shall be in a form common to the area and shall not contain any pre-payment penalty in whole or part. The note shall contain a 30 day grace period and the Buyer shall have no personal liability for the payment of purchase money note and mortgage, the sole remedy of Seller in case of default shall be to foreclose on the mortgage then encumbering the property.

7. Conditions Precedent to Closing. This Contract and the obligation of Buyer to close this transaction and to pay any portion of the purchase price to Seller is exclusively conditioned upon satisfaction of each of the following conditions precedent (any of which may be waived by Buyer in writing) prior to closing:

a. The truth and accuracy as of the date of this Contract and the closing date of each and every warranty and representation made in this Contract by Seller and the execution by Seller of an Affidavit, satisfactory in form and substance to Buyer, reaffirming the truth of such items of the closing date.

b. The timely performance by Seller of each and every obligation imposed upon Seller under this Contract.

c. The execution and delivery by Seller to Buyer of each and every instrument required by this Contract.

d. The execution of such closing agreements as are reasonably necessary in order to preserve the rights of the parties under this Contract.

e. The execution of such post closing agreements as are reasonably necessary in order to preserve the rights of the parties under this Contract.

f. That none of the Property shall: (i) be used as a cemetery site or contain any known burial plots; (ii) contain any artifacts of any historical significance which would in any

way impede development as contemplated by Buyer; (iii) be affected in any way by an endangered species which would in any way impede the development thereof as contemplated by the Buyer; and (iv) have been used for the disposal of hazardous or toxic waste or as a land fill.

8. Closing. The closing shall be held on or before March 1, 2001.

The closing shall be held at the office of Pavese, Haverfield, Dalton, Harrison & Jensen, L.L.P. whose address is 1833 Hendry Street, Fort Myers, Florida 33901, or at a place so designated by Seller.

9. Deliveries at the Closing. At Closing, Seller shall execute and deliver to Buyer the following documents in form and substance acceptable to Buyer and Buyer's counsel.

a. A good and sufficient general warranty deed.

b. Seller's Affidavit of No Liens and Non-Foreign Certification.

c. Appropriate exclusive possession and "Gap Affidavit" as required by the title Company.

d. Closing Statement.

e. Assignment of all assignable development rights, if any.

f. Such other documents as may be reasonably required by the title company.

10. Closing Costs and Expenses:

a. The Seller shall be responsible for payment of the following: (i) the issuance of the title insurance commitment, Owner's Title Insurance Premium in the amount of the purchase price, and normal title related title charges (ii) documentary stamps on the deed of conveyance, and (iii) payment of brokerage commissions.

b. The Buyer shall be responsible for payment of the following: (i) recording fees for the deed of conveyance, (ii) documentary stamps and intangible tax on the purchase money mortgage and the recording cost of the purchase money mortgage, (iii) all costs and fees associated with any mortgage financing which Buyer may obtain.

11. Prorations and Apportionments. Real estate and personal property taxes (as based upon the maximum allowable discounted amount), rent, interest, insurance, and other expenses of the Property shall be prorated through the day before closing. Cash at closing shall be increased or decreased as may be required. If closing occurs when the current tax year's figures are not available then the taxes will be prorated upon the prior tax year's tax.

All revenues and all expenses of the Property shall be prorated and apportioned through the day prior to the Closing Date. Any revenue or expense amount which cannot be ascertained with certainty as of the Closing Date shall be prorated on the basis of the parties' reasonable estimates of such amount (other than reimbursements for operating expenses not billed currently to tenants) and shall be the subject of a final proration as soon thereafter as the precise amounts can be ascertained.

12. Special Assessment Liens. Certified, confirmed, and ratified special assessment liens as of the actual date of closing are to be paid by Seller. Pending liens as of the actual date of closing shall be assumed by Buyer. However, if the improvement has been substantially completed as of the Closing Date then any such pending liens shall be

considered certified, confirmed, or ratified and Seller shall, at the closing, be charged an amount equal to the last estimate of the assessment for the improvement by the public body.

13. Representations and Warranties of Seller. As an inducement to Buyer to enter into this Contract, Seller hereby represents and warrants to and hereby covenants and agrees with, Buyer as follows:

a. Seller is the owner of the Property and has the authority to execute and deliver this Contract.

b. Seller has no notice or knowledge of: (i) any pending improvement liens to be made by any governmental authority with respect to the Property, (ii) any violations of laws, statutes, ordinances, orders, regulations, or requirements of any governmental agency with respect to the Property, (iii) any pending or threatened law suits with respect to the Property, (iv) any pending or threatened condemnation proceedings with respect to the Property; or (v) any defects or inadequacies in the Property which would adversely affect the insurability of the Property or increase the cost thereof.

c. To the best of Seller's knowledge, Seller knows of no fact or condition which would result in the termination or impairment of access to the Property or the discontinuation of necessary sewer, water, electric, telephone, or other utilities or service to the Property.

d. Seller is vested with good, marketable, and insurable fee simple title to the Property.

e. Seller shall comply prior to closing with all laws, rules, regulations, and ordinances of all governmental authorities having jurisdiction over the Property. Seller shall be responsible for and shall promptly pay all amounts owed for labor, materials supplied, services rendered and/or any other bills or amounts related to Seller and Seller's ownership and/or operation of the Property prior to closing.

f. Prior to closing, no portion of the Property or any interest therein shall be alienated, encumbered, conveyed, or otherwise transferred.

g. To the best of Seller's knowledge, there has not been and there is not now; (i) any Hazardous Substance (as defined in subparagraph h. of this Paragraph 12) present on the Property; (ii) any present or past generation, recycling, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Substance on the Property; or (iii) any failure to comply with any applicable local, state, or federal environmental laws, regulations, ordinances, or administrative or judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Substance.

h. Seller has not received any notice from any governmental authority regarding the presence of any Hazardous Substance, any present or past generation, recycling, reuse, sale, storage, handling, transport, and/or disposal of any Hazardous Substance or any failure to comply with any applicable local, state, or federal environmental laws, regulations, ordinances, or administrative or judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Substance. As used herein, the term "Hazardous Substance" means any substance or material defined or designated as a hazardous or toxic waste material or substance or any other similar term by any federal, state, or local environmental statute, regulation, or ordinance presently in effect, as such statute, regulation, or ordinance may be amended from time to time.

i. There exists unobstructed ingress and egress to and from the Property through an adjacent dedicated public roadway.

j. Seller has fully disclosed to Buyer all matters which, in the reasonable judgment of the Seller, may materially and adversely affect the Property for Buyer's commercial development of the Property. The Property has no significant defects, either latent or patent.

k. Seller has not entered into any other letter of intent or contract with any other party that can be considered enforceable at the date of the Effective Date.

14. Risk of Loss; Condemnation. The Property shall be conveyed to Buyer in the same condition as on the date of this Contract, ordinary wear and tear accepted. In the event the Property or any material portion thereof is taken by eminent domain prior to closing, Buyer shall have the option of either: (i) canceling this contract and receiving a refund of the deposit, the extension payments and all interest earned, if any, thereon, in which case both Seller and Buyer shall be relieved of all further obligations under this Contract, or (ii) Buyer may proceed with the Closing in which case the Buyer shall be entitled to all condemnation awards and settlements.

15. Possession of the Property. Possession of the Property shall be delivered to Buyer on the Closing Date free and clear of all tenancies, provided, however, that without limiting any other provisions of this Contract, Seller shall provide authorized representatives of Buyer reasonable access to the Property, prior to closing, for the purposes of satisfying Buyer with respect to the representations, warranties and covenants of Seller contained herein and with respect to satisfaction of any conditions precedent to the Closing contained herein. Buyer hereby acknowledges the subject property has a cattle lease for the grazing of cattle and is receiving an Agricultural Classification of Lands from Lee County, Florida. Buyer agrees to take title subject to said cattle lease. Seller shall provide Buyer a copy of said cattle lease within fourteen (14) days from the Effective Date of the Contract.

16. Notices. Except for any payments required to be made hereunder, any notice, demand or other communication required or permitted to be given by any provision of this Contract shall be in writing and may be either (i) personally delivered, which shall be deemed received at the time of actual receipt thereto by the addressee or its agents; or (ii) sent by registered or certified mail, with postage and charges prepaid, which shall be deemed delivered three (3) business days after deposit in the United States mail, together with a facsimile transmission to be sent on the same day as the same is deposited in the mail, and in each case, addressed or delivered to a party or to an officer of the party to whom the same is directed at such party's address and/or facsimile number as set forth below, or at such other address and/or facsimile numbers the party may specify by written notice given to the other in accordance with this paragraph.

If to Seller:

Jeffrey B. Freeman
25435 Loblolly Bay Rd., S.W.
LaBelle, Fl. 33935

If to Buyer:

Worthington Group of Southwest Florida, Inc.
14291 Metro Parkway, Bldg. 1300
Fort Myers, Florida 33912

17. Broker Disclosure. Seller hereby discloses that he is an active registered Florida real estate broker..

18. Escrow. The Escrow Agent is authorized and agrees by acceptance of the escrow funds to hold same in escrow and to disburse same in accordance with the terms and conditions of this Contract. In the event the Escrow Agent is in doubt as to its duties or liabilities under the provisions of this Contract, the Escrow Agent may, in the Escrow Agent's sole discretion, continue to hold the funds which are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereof, or the Agent may deposit all the monies then held pursuant to this Contract with the Clerk of the Circuit Court of the County having jurisdiction of this dispute. Upon notifying all parties concerned of such action, all liability on the part of the Escrow Agent shall fully cease and terminate, except to the extent of accounting for any monies previously delivered out of escrow. In the event of any suit between Buyer and Seller wherein Agent is made a party because of acting as Escrow Agent hereunder, or in any suit wherein agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with the fees and costs to be paid from and out of the escrow funds or equivalent and charged and awarded court costs in favor of the prevailing party. The Escrow Agent shall not be liable for any actions taken in good faith, but only for its gross or willful negligence. The parties hereby agree to indemnify and hold the escrow agent harmless from and against any loss, liability, claim, or damage whatsoever, including reasonable attorney fees and court costs at trial and appellate levels, which the Escrow Agent may incur or be exposed to in its capacity as Escrow Agent.

19. General Provisions.

19.1 Cooperation. Seller agrees to cooperate (at no cost to Seller), with Buyer with the making or applying for, or the assignment of, any permit, development agreement, license or other governmental approval which may be required to conduct, operate, and use the development facilities which Buyer intends to construct upon the Property. Seller further agrees to execute, acknowledge and deliver all documents, applications and other papers which be necessary to make such applications or to obtain such licenses and permits; provided that the Seller shall not be required to pay any fees, charges or costs thereof.

19.2 Continuation and Survival of Representations, Warranties, Covenants and Agreements. All representations, warranties, covenants and agreements by the respective parties contained herein or made in writing pursuant to this Contract are intended to be true upon the execution and delivery of this Contract; shall remain true and correct through the Closing Date; shall be deemed to be material; and shall survive the delivery of the deed and transfer of title to the Property. All statements contained in any certificate or other instrument delivered at any time by or on behalf of Seller in connection with the transaction contemplated hereby shall constitute representations and warranties hereunder.

19.3 Entire Agreement. This Contract, together with all exhibits, schedules and appendices attached hereto and incorporated herein by reference, shall constitute the entire Contract between the parties hereto with respect to the purchase and sale of the Property, and shall supersede all prior agreements, understandings, warranties, representations and negotiations of any party herein, whether oral or written, concerning the subject matter hereof.

19.4 Modification. This Contract may not be amended, modified, altered, or terminated, except in writing signed by each of the parties hereto, dated subsequent to the date hereof and fully adopted in accordance with the provisions of this Contract.

19.5 Construction. Every covenant, term and provision of this Contract shall be construed simply accordingly to its fair meaning and not strictly for or against any party hereto.

19.6 Headings. The headings contained in this Contract are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Contract or any provision hereof.

19.7 Severability. If any portion of this Contract shall be held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law. Furthermore, to the fullest extent possible, the provisions of this Contract (including, without limitation, each portion of this Contract containing any provision held to be invalid, void or otherwise unenforceable, that is not itself invalid, void or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, void or unenforceable.

19.8 Benefit and Burden. Except as otherwise expressly permitted, restricted or provided for in this Contract, this Contract shall be binding upon and insure to the benefit of and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business and/or assets of a party), parent entities, subsidiaries, officers, directors, shareholders, agents and assigns.

19.9 Assignment. Buyer's interest under this Contract may be assigned without the prior written consent of Seller.

19.10 No Third Party Beneficiaries. Except as otherwise provided for above, no rights or benefits under this Contract are conferred upon, directly or indirectly, or shall in any way insure to the benefit of, any third party who is not a signatory to this Contract.

19.11 No Waiver. No modification or waiver of any provision of this Contract, any exhibit or schedule hereto, or any related document, agreement or instrument, and no consent by a party to any departure therefrom by the other party shall be effective unless such modification or waiver shall be in writing and signed by a duly authorized officer of the parties. No act, failure or delay by a party shall constitute a waiver of any of its rights or remedies. No single or partial waiver by a party to any provisions of this Contract shall operate as a waiver of any other provision, breach, default, right of remedy. No waiver by a party shall effect its rights to require strict performance of this Contract.

19.12 Default. If Buyer should fail to perform this Contract within the time specified, including the payment of all deposits, the deposits paid by Buyer may be retained by or for the account of Seller as agreed upon liquidation damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract. If for any reason other than the failure of Seller to make Seller's title marketable after diligent effort and that such title defects were not due to the act of the Seller, Seller fails, neglects or refuses to perform this contract the Buyer may seek specific performance or elect to receive the return of Buyer's deposits without thereby waiving any action for damages resulting from Seller's breach.

19.13 Governing Law. This Contract and all exhibits, schedules, appendices or amendments hereto shall be deemed entered into in the State of Florida. This Contract and the rights of the parties hereunder shall be interpreted in accordance with and governed by the laws of the State of Florida without giving effect to any conflict of law provision.

19.14 Time is of the Essence. Time is expressly declared to be of the essence with respect to the parties hereto and in connection with all acts or things to be done or performed in connection herewith and of every provision hereof in which time is an element. In computing time periods of less than six (6) days, Saturdays, Sundays, and state or national holidays should be excluded. Any time period provided for herein which shall end on a Saturday, Sunday, or legal holiday shall extend till 5:00 p.m. of the next business day.

19.15 Counterparts/Facsimile. This Contract may be executed in multiple counterparts each of which shall be deemed an original Contract, and all of which shall constitute one Contract to be effective as of the date of execution of this Contract. A facsimile copy of this Contract and any signatures thereon shall be considered for all purposes as originals.

19.16 Effective Date. The Effective Date of this Contract shall be the date when the last one of the Buyer and Seller has signed this Contract.

19.17 Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

19.18 Time for Acceptance. If this offer is not executed by or delivered to all parties, or fact of execution communicated in writing between the parties, on or before _____, 2000, this offer shall be deemed withdrawn.

19.19 Attorney's Fees. The successful party in any litigation, including all appellate proceedings, involving the enforcement or interpretation of this Contract shall be entitled to an award of reasonable attorney's fees and costs.

20. Tax Deferred Exchange. In the event Buyer elects to enter into a tax deferred exchange with respect to property owned by him in connection with this transaction, the Seller agrees to cooperate with the Buyer with such exchange, including the execution of such documents as may be reasonably necessary to effectuate the same. Provided, however, that the Seller shall not be obligated for any costs or expenses in connection with such exchange and, further, the Buyer shall hold Seller harmless against any liability which arises or has claim to have arisen on account of such tax free exchange.

21. Cell Tower. Seller has retained one acre of the five acre parcel on which Seller has located or will locate a cell tower. Seller recognizes that Buyer may develop the subject property and contiguous property being acquired by Buyer in such a way as to make the present location of the cell tower inconvenient to Buyer. Seller agrees by agreement which will survive the closing to accept a substitute site for the cell tower and to convey to Buyer at no additional purchase price the existing cell tower site retained by Seller provided the substitute site proposed by Buyer is acceptable to Seller, acceptable to the cell tower user and is acceptable to Lee County and such other governmental agencies as may be involved with the zoning and regulation of such sites. The substitution of cell tower site shall be at Buyer's sole cost and expense which shall include all necessary costs of governmental approvals which Buyer must obtain for the new site and all costs involved with the physical relocation.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Purchase and Sale Agreement as of the day and year first written below.

Buyer:

Date: Mar. 8, 2000

WORTHINGTON GROUP OF SOUTHWEST FLORIDA, INC.

By: _____

Jeff Darragh, President

Seller:

Date: Mar. 8, 2000.

_____ Trustee

Jeffrey B. Freeman, Individually and as Trustee

RECEIPT BY ESCROW AGENT

(Between Jeffrey B. Freeman, Individually and as Trustee, as Seller and Worthington Group of Southwest Florida, Inc. as Buyer.)

The undersigned acknowledges receipt of _____ Dollars ($_____) pursuant to the terms of the foregoing Contract as the Initial Deposit, this _____ day of _____, 2000.

By:_____
Authorized Signatory

_____
Printed Name

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Property Data for Parcel 15-45-25-00-00001.0200

[Next Lower Parcel Number][Next Higher Parcel Number]

Owner of Record	Legal Description	Image of Structure
FREEMAN JEFFREY B TR 25435 LOBLOLLY BAY RD SW LABELLE FL 33935	S 1/2 OF SE 14 OF NE 1/4 OF NW 1/4	(Not Presently Available)
Site Address	12201 MORGAN HILL RD Fort Myers 33912	

Taxing District	DOR Code
012 - SOUTH TRAIL FIRE DISTRICT/SOUTH COUNTY	62 - GRAZING LAND CLASS III

Property Values		Exemptions		Dimensions	
Just	70010	Homestead	0	Measurement Units	AC
Assessed	360	Agricultural	69650	Number of Units	5
Assessed SOH	360	Widow	0	Frontage	0
Taxable	360	Widower	0	Depth	0
Building	0	Disability	0	Bedrooms	N/A
Land	360	Wholly	0	Bathrooms	N/A
Building Extra Features	0	Energy	0	Total Sq. Ft.	N/A
Land Extra Features	0	SOH Difference	0	Year Built	N/A

Sales Transactions

Sale Price	Date	OR Book	Page	Transaction Type	Vacant/Improved
41000	6/1/1985	1790	1586	06	V
60000	7/1/1983	1681	1804	01	V

Solid Waste (Garbage) Roll Data				
Solid Waste District	**Roll Type**	**Category**	**Unit/Area**	**Tax Amount**
002 - COUNTY	-		0	0

Land Lines (Land Use)		
Description	**Use Code**	**Units**
Market Value Agricultural	9910	5.00 Acres

[View 1999 TRIM Notice]
[Hide Building Details]
[Show Aerial View]
[Next Lower Parcel Number][Next Higher Parcel Number]

[New Query][Parcel Queries Page][Lee PA Home]

ASSIGNMENT OF CONTRACT AGREEMENT

THIS AGREEMENT entered into this 2 day of March., 2000, by and between **BRIAN SCOTT HOLDINGS, INC.** ("Brian Scott") and **WORTHINGTON GROUP OF SOUTHWEST FLORIDA, INC.** ("Worthington"):

W I T N E S S E T H :

WHEREAS, Brian Scott has entered into a Contract for Sale and Purchase Agreement dated January 27, 2000, with Robert G. Berrin, Trustee, (the "Seller"), pertaining to real property as more particularly described on the contract attached here to as Exhibit "A" (the "Contract"); and

WHEREAS, Brian Scott desires to assign the contract to Worthington, and Worthington desires to accept the Assignment of Contract subject to the terms and conditions set forth below.

NOW THEREFORE, in consideration of the sum of $10.00 and the mutual covenants and obligations set forth below, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Recitals. The Recitals are incorporated herein as the expressions of the intentions of the parties hereto;

2. Assignment. Brian Scott hereby assigns all of its right, title and interest in the Contract to Worthington subject to the terms and conditions of the Agreement between Brian Scott and Worthington dated December 29, 1999, governing the assignment of certain contracts between Brian Scott and Worthington.

3. Assignment Fee. As consideration for Brian Scott's Assignment of the Contract to Worthington, Worthington shall pay Brian Scott an assignment fee on or before the closing of the contract.

4. Attorney's Fees - Costs. In any litigation arising out of this Agreement, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

5. Brokers. Robert S. Barber, Inc. and Bruce F. Hepp represent Worthington and not the Seller or Brian Scott. Worthington will pay Robert S. Barber, Inc. and Bruce F. Hepp a real estate commission pursuant to a separate Agreement.

Witness

Witness

BRIAN SCOTT HOLDINGS, INC.

By: _____
Jeffrey B. Freeman, President

Witness

Witness

WORTHINGTON GROUP OF SOUTHWEST FLORIDA, INC.

By: _____
Jeff Darragh, President

F:\WPDATA\SED\BRIANSCO\BERRIS.ASN

CONTRACT FOR SALE AND PURCHASE

THIS CONTRACT is made and entered into this 27 day of Jan, 2000, by and between BRIAN SCOTT HOLDINGS, INC. and or its assigns, as "Buyer", whose address is: 25435 Loblolly Bay Road S.W., Labelle, Fl. 33935, and ~~ROSEVILLE~~ ROBERT G. BERRIN, TRUSTEE, as "Seller", whose address is: ~~8000 Dixie Hwy, Miami, Fl. 33143~~ 4601 Ponce de Leon Blvd, Suite 300 Coral Gables, FLA 33146

1. **Sale of Property.** Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the real property described on Exhibit "A" attached hereto and consisting of approximately 44 acres (m/l), together with all easements, privileges, rights-of-way, and all other appurtenances, pertaining to or accruing to the benefit of said property, all of which shall be referred to herein as the "Property". The STRAP # or Tax ID # is 15-45-25-00-00002.2000.

2. **Purchase Price and Method of Payment.** The purchase price to be paid by Buyer for Seller for the Property, subject to adjustments and proration as hereinafter provided, shall be ~~FIVE HUNDRED SEVENTY TWO THOUSAND DOLLARS ($572,000.00)~~ $704,000.00 which shall be paid as follows: ~~SEVEN HUNDRED~~ ~~$726,000.00~~ FOUR ~~FORTY SIX~~ THOUSAND & 00/100 DOLLARS.

a. Deposit within ten (10) days upon full execution of this Contract to be paid to Fidelity National Title, as Escrow Agent, in the amount of: $ 30,000.00

b. Additional deposit upon termination of the Investigation Period and Buyer's election to proceed with the Contract, in the amount of: $ 20,000.00

c. Purchase Money Note and Mortgage in accordance to paragraph 6., in the total principal amount of: ~~$420,000.00~~ $492,800.00

d. Balance at closing, subject to adjustments and proations, in the amount of: ~~$99,000.00~~ $161,200.00

TOTAL: ~~$572,000.00~~ $704,000.00

3. **Title Insurance.** Within twenty (20) days from the Effective Date, the Seller, at ~~Seller's~~ expense, shall obtain for itself and deliver to Buyer or Buyer's attorney, a title insurance commitment (with legible copies of instruments listed as exceptions) from a title insurance company naming Buyer as the proposed insured. The commitment and the resulting title insurance policy shall be in the amount of the purchase price. The commitment and policy shall be in an ALTA standard form as currently authorized and approved by the insurance commissioner of the State of Florida. There shall be no exceptions to the commitment or policy except or unless otherwise agreed to in writing by the Buyer. The policy shall insure marketable title. The commitment shall show Seller to be vested with good, marketable, and insurable fee simple title to the property subject only to: (i) real estate taxes for the year of closing, (ii) comprehensive land use plans zoning, restrictions, prohibitions, and other requirements imposed by governmental authority, (iii) restrictions and other matters common to the subdivision, if any, and (iv) public utility easements bordering along the property lines provided none of the above interferes with the use and enjoyment of the property by Buyer for Buyer's intended use. If in Buyer's examination of the title commitment, buyer determines, in its sole opinion, that the condition of title is unacceptable to Buyer, Buyer may give written notice to Seller indication such disapproval, whereupon this Contract shall automatically be canceled and in such event, the deposits paid By the Buyer thereunder shall be immediately returned to buyer and upon said reimbursement, neither party shall have any further liability to the other under this Contract. Any objection to title which Buyer makes must be made within the Investigatory Period provided for in this Contract. In the event Buyer should fail to raise any objection to title within the Investigation Period then the condition of title shall be deemed to be satisfactory to Buyer. * WITHIN TEN (10) DAYS OF ITS OBTAINING OF THE TITLE INSURANCE COMMITMENT

Sellers Initial_____
Buyers Initial_____

Buyer

The cost of obtaining the title commitment and any search expenses related thereto shall be at the expense of ~~Seller~~ and the cost of the title insurance policy to be issued and in the amount of the full purchase price shall be charged to ~~Seller~~ at closing. ~~Seller's~~ charge for said title policy shall be at the minimum promulgated rate as provided by Florida law including discounts for any reissue credit if available.

Buyer

4. **Investigation of Property.** The Buyer and its engineers, surveyors, and other agents shall have ~~sixty (60) days from the Effective Date of this contract~~ until MAY 1, 2000 (the "Investigation Period") in which to undertake such physical and other investigations of and concerning the Property as Buyer, in Buyer's sole opinion, which Buyer may deem appropriate or necessary in order to evaluate the characteristics of the property and quality of same for Buyer's intended development and its compliance with all applicable building, zoning, and environmental, concurrency, and other codes, ordinances, statues, rules and regulations affecting the property as well as other matters including, without limitation, the availability of water, electric, telephone, other utilities, drainage characteristics of the property, soil conditions, and all other matters deemed by the Buyer to be necessary in order for Buyer to determine the feasibility of Buyer's purchase or development of the property. For purposes of these investigations, Seller hereby grants to Buyer and Buyer's agents the right of entry upon the Property and any part thereof, during the Investigation Period for the purpose of undertaking such physical inspections and investigations and additionally permit the Buyer and/or its agents to take such soil test borings on the Property as necessary for the purpose herein; provided, however, that Buyer (I) shall promptly restore any portions of the property affected by Buyer's inspection thereon to the condition which existed immediately prior to the inspections, and (ii) shall indemnify, protect, defend, and hold harmless Seller from and against any and all loses, costs, expenses, claims; demands, actions, causes of action, liabilities, judgments, awards, damages, injuries, fines, penalties, and forfeitures (including without limitation, the reasonable fees and expenses of attorneys, paralegals, and experts incurred before or during any trial or administrative proceeding, or in connection with any appellate proceeding) arising out of or in connection with any death, personal injury, property damage, loss of profits, earnings, or wages, or any other damages whatsoever sustained, incurred, or suffered (or alleged to have been sustained, incurred, or suffered), by any person or entity as a result of or in connection with the activities of Buyer, its contractor, agents, or employees, on or about the Property.

In order to assist Buyer and its agents in their evaluation of the physical and other characteristics of the property, Seller shall furnish to Buyer within ten (10) days from the Effective Date of this Contract, copies of all reports, test results, agreements and other documents an materials pertaining to the Property which shall include but not necessarily be limited to materials and soil tests, hydrology reports, environmental reports, and audits, lease agreements, easements, boundary survey's, topographical surveys, tree surveys, wetland reports, wildlife studies, impact studies, trips analysis, impact fee agreements, development agreements, reports and/or orders, applications for rezoning an/or for change in land use, traffic studies and reports, utility agreements, county and municipal governmental reports and correspondence, notices of code violations, appraisals, assessments and agreements regarding proposed signage benefiting adjacent parcel(s) which are presently in Sellers possession or under Sellers control. The parties acknowledge, however, that such materials shall remain the property of Seller and shall be returned to Seller by Buyer only upon the termination of this contract. Further, the parties acknowledge that the Seller is without knowledge as to the accuracy of any such information and therefor no warranty either implied or expressed, is given with such materials.

Seller HAS NO SUCH DOCUMENTS

In the event the results of the inspections, investigations are, in Buyer's sole opinion, unacceptable to Buyer for any reason whatsoever, and Buyer notifies Seller of that fact not later than 5:00 P.M. on the last day of the Investigation Period, then at Buyer's option and upon Buyer's request, the deposit made by buyer to Escrow Agent shall be returned to buyer and, upon return thereof, this contact shall be terminated and

Sellers Initial_____
Buyers Initial_____

become null and void and all parties hereto shall be relieved of all liabilities and obligation whatsoever to each other hereunder.
Upon cancellation and prior to return of Buyer's deposit, Buyer agrees, at no cost to Seller, to deliver any and all copies of pertinent reports, studies, surveys, engineering and any other items which may be of benefit for Seller's review and use and in Buyer's possession.
In the event Buyer should fail to notify Seller of the unacceptability of any such inspection or investigations by 5:00 P.M. on the last day of the Investigatory Period then such failure shall constitute a waiver of Buyer's right to terminate this contact on account thereof. Within ten (10) business days following the expiration of the "Inspection Period" (as herein defined), provided Buyer has not elected to terminate this Agreement pursuant to this paragraph, Buyer shall deliver an additional TWENTY THOUSAND THOUSAND DOLLARS ($20,000.00) to the Escrow Agent , which shall become part of the Deposit, thereby increasing the total Deposit to FIFTY THOUSAND DOLLARS ($50,000.00).

5. Survey. Within forty-five (45) days from the Effective Date, ~~Seller, at Seller~~ Buyer, at Buyer's expense, shall provide and deliver to Buyer a current copy of a raised seal survey of the property prepared by a Florida registered land surveyor. The survey shall be shall otherwise be in sufficient form so as to allow the title company to remove the survey exception from the title policy when ultimately issued. If the survey shows any rights of way on the Property, violations of any restrictive covenants, violations of any building, zoning, land use, or other laws, ordinances, rules, or regulations imposed by governmental authority, encroachments or improvements located on the Property on to set back lines, easements, rights-of-way, or lands of others, encroachments of improvements of others onto the Property, overlaps or gaps, lack of access, or other matters that would, in Buyer's sole opinion, interfere with Buyer's intended use of the Property then, such matters shall be treated as Title Defects as indicated in the title insurance paragraph of this Contract. In the event Buyer should fail to raise any objection to survey within the Inspection Period, the condition of survey shall be deemed to have been found satisfactory to Buyer.

6. Purchase Money Mortgage. Seller agrees to take back a purchase money first mortgage and note in the total principal amount of ~~FOUR HUNDRED TWENTY NINE THOUSAND DOLLARS ($429,000.00)~~ Four Hundred Ninety-two Thousand Eight Hundred Dollars ($492,800.00). Said Principal amount shall be amortized over a period of ~~( )~~ years with equal, consecutive annual installments of principal and interest payments at the interest rate of ~~( )~~ TBD (10.75) per cent per annum.
The first annual installment shall be due and payable one year from the anniversary date of closing and each and every annual installment thereafter shall be due on the same day. Said note and mortgage shall be in a form common to the area and shall not contain any pre-payment penalty in whole or part. The note shall contain a 30 grace period and the Buyer shall have no personal liability for the payment of purchase money note and mortgage, the sole remedy of Seller in case of default shall be to foreclose on the property then encumbered on the property.

7. Conditions Precedent to Closing. This Contract and the obligation of Buyer to close this transaction and to pay any portion of the purchase price to Seller is exclusively conditioned upon satisfaction of each of the following conditions precedent (any of which may be waived by Buyer in writing) prior to closing:

~~a. The truth and accuracy as of the date of this Contract and the closing date of~~ each and every warranty and representation made in this Contract by Seller and the execution by Seller of an Affidavit, satisfactory in form and substance to Buyer, ~~reaffirming the truth of such items as of the closing date.~~

b. The timely performance by Seller of each and every obligation imposed upon Seller under this Contract.

c. The execution and delivery by Seller to Buyer of each and every instrument required by this Contract.

Sellers Initial_____
Buyers Initial_____

d. The execution of such closing agreements as are reasonably necessary in order to preserve the rights of the parties under this Contract.

e. The execution of such post closing agreements as are reasonably necessary in order to preserve the rights of the parties under this Agreement.

f. That none of the Property shall (i) be encumbered by any [illegible] known burial plots; (ii) contain any artifacts of any historical significance which would in any way impede development as contemplated by Buyers; (iii) be affected in any way by an endangered species which would in any way impede the development thereof as contemplated by the Buyer; and (iv) have been used for the disposal of hazardous or toxic waste or as a land fill.

8. Governmental Approvals and Zoning Change. Upon Buyers deposit(s) as described in paragraph 4. herein and Buyers election to proceed with the Contract, Buyer, at Buyer's sole cost and expense, Buyer (including its agents, employees, architects, engineers and independent contractors) shall have the right to pursue, apply for and obtain (i) all governmental and other permits, approvals, agreements and other actions necessary for the development and construction of a residential subdivision for the Property, and (ii) all permits, approvals, agreements and other actions necessary to obtain all utility service to the Property and to use any now existing utility lines located near or at the Property.
The governmental and other permits , approvals, agreements and other actions shall include, but not limited to; zoning for Residential Planned Development or other Planned Development classification required by the County with an approved Master Concept Plan acceptable to Buyer and allowing for, at a minimum of 132 units.

Buyer agrees to make all the necessary and required applications for said zoning and permits within forty five (45) days from the expiration of the Inspection Period and shall diligently pursue same. Buyer hereby acknowledges the property is presently zoned AG-2 (Agricultural - 2) is receiving an Agricultural Classification of Lands from Lee County for cattle grazing.

Buyer shall have until March 1, 2001 ("Permit and Approval Period") to obtain all of the following: (a) the Zoning Approval; (b) and any governmental permits or approval necessary for Buyer to obtain the permits required for development and construction of the Project. In the event Buyer has not obtained said governmental permits or approvals within the time provided herein, Buyer shall have the right to either (i) cancel the contract within the Permit and Approval Period by written notice to Seller or (ii) if the Buyer has diligently pursued all permits and approvals and by written notice to Seller, Buyer may extend the Permit and Approval Period for up to two thirty (30) day periods, provided Buyer deposits the additional deposit in the amount of TEN ($10,000.00) THOUSAND DOLLARS for each extension sought.

In the event Purchaser cancels this Contract pursuant to this paragraph, all deposit monies held in escrow shall be returned to Buyer, thereby relieving any and all rights and obligations to one another.

9. Closing. Subject to any other provisions of this Contract providing for extensions of the closing date, the closing shall be held within twenty (20) days from Buyer receipt of said Permits and Approvals as described in paragraph 8. herein or on or before March 15, 2001, whichever event occurs first.
Sept 1, 2000
The closing shall be held at the offices of Fidelity National Title, whose address is: 6238 Presidential Ct., Ft. Myers, FL, or at a place so designated by Seller.

~~9.1 Extension to Closing.~~ In the event Buyer elects to extend the Permit and Approval Period pursuant to paragraph 8. herein, closing shall occur no latter than 20 days from the expiration of each 30 day extension of the Permit and Approval Period, however, in no event shall closing occur later than June 15, 2001.

Sellers Initial_____
Buyers Initial_____

Any and all deposits shall be credited to and applied towards to Purchase Price at and upon closing.

10. Deliveries at the Closing. At Closing, Seller shall execute and deliver to Buyer the following documents in form and substance acceptable to Buyer and Buyer's counsel.

a. A good and sufficient Special warranty deed,

b. Seller's Affidavit of No Liens and Non-foreign Certification,

c. Appropriate exclusive possession and "Gap Affidavit" as required by the title company,

d. Closing Statement, and

e. Such other documents as may be reasonably required by the title company and Buyers attorney.

Buyer shall execute note, Mortgage, Borrowers Affidavit, closing Statement & such other documents as may be reasonably required by the title co + Sellers Attny.

11. Closing Costs and Expenses.

a. The Seller shall be responsible for payment of the following: (i) [redacted] (ii) documentary stamps on the deed of conveyance, and (iii) payment of brokerage commissions.

b. The Buyer shall be responsible for payment of the following: (i) recording fees for the deed of conveyance, (ii) all costs and fees associated with any mortgage financing which Buyer may obtain, & (iii) Owners title Insurance Commitment, Premium & normal title related title charges.

12. Prorations and Apportionments. Real estate and personal property taxes (as based upon the maximum allowable discounted amount), rent, interest, insurance, and other expenses of the property shall be prorated through the day before closing. Cash at closing shall be increased or decreased as may be required, If closing occurs when the current tax years' figures are not available then the taxes will be prorated upon the prior year's tax.

All revenues and all expenses of the Property shall be prorated and apportioned through the day prior to the Closing Date. Any revenue or expense amount which cannot be ascertained with certainty as of the Closing Date shall be prorated on the basis of the parties' reasonable estimates of such amount (other than reimbursements for operating expenses not billed currently to tenants) and shall be the subject of a final proration as soon thereafter as the precise amounts can be ascertained.

13. Special Assessment Liens. Certified, confirmed, and ratified special assessment liens as of the actual date of Execution of this Contract are to be paid by Seller. Pending liens as of actual date of closing shall be assumed by Buyer. [redacted]

14. Representations and Warranties of Seller. As an inducement to Buyer to enter into this Agreement, Seller hereby represents and warrants to and hereby covenants and agrees with, Buyer as follows:

a. Seller is the owner of the property and has the authority to execute and deliver this Contract.

b. [redacted]

Sellers Initial_____
Buyers Initial_____

of laws, statues, ordinances, orders, regulations, or requirements of any governmental agency with respect to the property, (iii) any pending or threatened law suits with respect to the property, (iv) any pending or threatened condemnation proceedings with respect to the property, or (v) any defects or inadequacies in the property which would adversely affect the insurability of the property or increase the cost thereof.

c. To the best of Seller's knowledge, Seller knows of no fact or condition which would result in the termination or impairment of access to the property or the discontinuation of necessary sewer, water, electric, telephone, or other utilities or service to the property.

To the Best of Seller's knowledge;

d. Seller is vested with good, marketable, and insurable fee simple title to the property,

e. Seller shall comply prior to closing with all laws, rules, regulations, and ordinances of governmental authorities having jurisdiction over the property. Seller shall be responsible for and shall promptly pay all amounts owed for labor, materials supplied, services rendered and/or any other bills or amounts related to Seller and Seller's ownership and/or operation of the property prior to closing,

f. Prior to closing, no portion of the property or any interest therein shall be alienated, encumbered, conveyed, or otherwise transferred,

g. To the best of Sellers knowledge, there has not been and there is not now: (i) any Hazardous Substance (as defined in subparagraph h. of this Paragraph 13) present on the property; (ii) any present or past generation, recycling, reuse, sale, storage, handing, transport and/or disposal of any Hazardous Substance on the property, or (iii) any failure to comply with any applicable local, state, or federal environmental laws, regulations, ordinances, or administrative or judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Substance.

h. Seller has not received any notice from any governmental authority regarding the presence of any Hazardous Substance, any present or past generation, recycling, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Substance or any failure to comply with any applicable local, state, or federal environmental laws, regulations, ordinances, or administrative or judicial orders relating to the generation, recycling, reuse, sale, storage, handing, transport and/or disposal of any Hazardous Substance. As used herein, the term " Hazardous Substance" means any substance or material defined or designated as a hazardous or toxic waste material or substance, or any other similar term by any federal, state, or local environmental statute, regulation, or ordinance presently effect, as such statute, regulation, or ordinance may be amended from time to time.

i. There exists unobstructed ingress and egress to and from the Property through an adjacent dedicated public roadway.

j. Seller has fully disclosed to Buyer all matters which, in the reasonable judgment of the Seller, may materially and adversely affect the Property for Buyer's commercial development of the Property. The Property has no significant defects, either latent or patent.

15. Risk of Loss; Condemnation. The Property shall be conveyed to Buyer in the same condition as on the date of this Agreement, ordinary wear and tear accepted. Seller shall, prior to closing, take all steps to remove all trash and debris from the property. In the event the property or any material portion thereof is taken by eminent domain prior to closing, Buyer shall have the option of either: (i) canceling this contract and receiving a refund of the deposit and all interest earned thereon, in which case both Seller and Buyer shall be relieved of all further obligations under this Contract, or (ii) Buyer may proceed with the Closing in which case the Buyer shall be entitled to all condemnation awards and settlements.

16. Possession of Property. Possession of the Property shall be delivered to Buyer on the Closing Date, provided, however, that without limiting any other provisions of this Agreement, Seller shall provide authorized representatives of Buyer reasonable access to the Property, prior to closing, for the purposes of satisfying Buyer with respect to the representations, warranties and covenants of Seller contained herein and with respect to satisfaction of any conditions precedent to the Closing contained herein. * Subject to The Cattle Lease Attached to this Contract for Purchase + Sale

17. Notices. Except for any payments required to be made hereunder, any notice, demand or other communication required or permitted to be given by any provision of this Agreement shall be in writing and may be either (i) personally delivered, which shall be deemed received at the time of actual receipt thereto by the addressee or its agent; or (ii) sent by registered or certified mail, with postage and charges prepaid, which shall be deemed delivered 10 (ten) business days after deposit in the United States mail, together with a facsimile transmission to be sent on the same day as the same is deposited in the mail, and in each case, addressed or delivered to a party or to an officer of the party to whom the same is directed at such party's address and/or facsimile number as set forth below, or at such other address and/or facsimile numbers the party may specify by written notice given to the other in accordance with this paragraph:

If to Seller:
Robert G. Berrin AS Trustee
4601 Ponce de Leon Blvd Ste 300
Coral Gables FLA 33146
Office: ~~941-~~ 305-663-6633
Fax: 941- 663-8912

with copy to: Chuck Mayhugh Realty, Inc.
1950 Courtney Drive,
Suite 207, Ft. Myers, Fl. 33901
Office: 941-278-4945
Fax: 941-278-1964

If to Buyer:
Jeff Freeman
Brian Scott Holdings, Inc.
25435 Loblolly Bay Road, S.W.
Labelle, Fl. 33935
Office: 941-675-1800
Fax: 941-675-6341

with copy to Buyers Attorney :

18. Brokerage; Real Estate Commission. Seller and Buyer represent to each other that Berrin ~~Real Estate~~ Associates, Inc, Chuck Mayhugh Realty, Inc., and ~~Brian Scott Realty, Inc.~~ are the sole real estate brokers which are involved in connection with the negotiation of this real estate transaction. Seller agrees to pay a real estate commission at the time of closing, in the total amount of 10%, of which each broker shall receive the following amount : ~~five (5%)~~ FIVE 5 %) per cent to Berrin ~~Associates~~ Associates, Inc and ~~Five (5%)~~ per cent to Chuck Mayhugh Realty, Inc., ~~and three and one third (3 1/3%) per cent to Brian Scott Realty, Inc.~~. In the event that this matter should, for any reason, fail to close, then no commission shall be due and payable, the same being earned only if the transaction contemplated hereby is actually closed. 0% (no commission) to Brian Scott Realty Inc.

Seller and Buyer warrant and represent to the other that no other real estate brokers or agents other than those identified above have been involved with or employed by either of them in connection with the consummation of this transaction. In the event a claim for commission is asserted by any other broker then the party against whom such claim is asserted shall indemnify and hold harmless the other party, including attorney fees, from such claim for commission.

Buyer hereby discloses that Buyer is a real estate broker licensed in the State of Florida and entering into this Contract for Buyer's own account and may or not have a financial interest in the purchase and consequent sale of the Property.

It is further disclosed herein, Chuck Mayhugh and Chuck Mayhugh Realty is acting as transactional broker and Jeff Freeman and Brian Scott Realty, Inc. is representing the Buyer, in connection to this transaction. Berrin Assoc., Inc is Acting as The agent for The Seller.

19. Escrow. The Escrow Agent is authorized and agrees by acceptance of the escrow funds to hold same in escrow and to disburse same in accordance with the

Sellers Initial_____
Buyers Initial_____

terms and conditions of this Contract. In the event the Escrow Agent is in doubt as to its duties or liabilities under the provisions of this Contract, the Escrow Agent may, in the Escrow Agent's sole discretion, continue to hold the funds which are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or the Agent may deposit all the monies then held pursuant to this Contract with the Clerk of the Circuit Court of the County having jurisdiction of the dispute. Upon notifying all parties concerned of such action, all liability on the part of the Escrow Agent shall fully cease and terminate, except to the extent of accounting for any monies previously delivered out of escrow. In the event of any suit between Buyer and Seller wherein Agent is made a party because of acting as Escrow Agent hereunder, or in any suit wherein agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorneys' fees and costs incurred with the fees and costs to be paid from and out of the escrow funds or equivalent and charged and awarded court costs in favor of the prevailing party. The Escrow Agent shall not be liable for any actions taken in good faith, but only for its gross or willful negligence. The parties hereby agree to indemnify and hold the escrow agent harmless from and against any loss, liability, claim, or damage whatsoever, including reasonable attorney fees and court costs at trial and appellate levels, which the Escrow Agent may incur or exposed to in its capacity as Escrow Agent, EXCEPT FOR Gross Negligence or Willful Misconduct.

20. General Provisions

20.1 Cooperation. At any time and from time to time and at their own expense Buyer and Seller agree to take such further action and execute and deliver such further documents, agreements or instruments reasonably deemed necessary or convenient by either party to implement the terms or intent thereof, including satisfaction of all conditions precedent to the purchase and sale of the Property and this Agreement.

20.2 Continuation and Survival of Representations, Warranties, Covenants and Agreements. All representations, warranties, covenants and agreements by the respective parties contained herein or made in writing pursuant to this Agreement are intended to be true upon the execution and delivery of this Agreement; shall remain true and correct through the Closing Date; shall be deemed to be material; ~~and~~ shall NOT survive the delivery of the deed and transfer of title to the Property. ~~All statements~~ [redacted].

20.3 Entire Agreement. This Agreement, together with all exhibits, schedules and appendices attached hereto and incorporated herein by reference, shall constitute the entire Agreement between the parties hereto with respect to the purchase and sale of the Property, and shall supersede all prior agreements, understandings, warranties, representations and negotiations of any party herein, whether oral or written, concerning the subject matter hereof.

20.4 Modification. This Agreement may not be amended, modified, altered, or terminated, except in writing signed by each of the parties hereto, dated subsequent to the date hereof and fully adopted in accordance with the provisions of this Agreement.

20.5 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any party hereto.

20.6 Headings. The headings contained in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret define or limit the scope, extent or intent of this Agreement or any provision hereof.

20.7 Severability. If any portion of this Agreement shall be held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law. Furthermore

Sellers Initial_____
Buyers Initial_____

to the fullest extent possible the provisions of this Agreement (including, without limitation, each portion of this Agreement containing any provision held to be invalid, void or otherwise unenforceable, that is not itself invalid, void or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, void or unenforceable.

20.8 Benefit and Burden. Except as otherwise expressly permitted, restricted or provided for in this Agreement, this Agreement shall be binding upon and insure to the benefit of and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business and/or assets of a party), parent entities, subsidiaries, officers, directors, shareholders, agents and assigns.

20.9 Assignment. Buyer's interest under this Agreement may be assigned only with the prior written consent of Seller, which consent will not be unreasonably withheld.

20.10 No Third Party Beneficiaries. Except as otherwise provided for above, no rights or benefits under this Agreement are conferred upon, directly or indirectly, or shall in any way insure to the benefit of, any third party who is not a signatory to this Agreement.

20.11 No Waiver. No modification or waiver of any provision of this Agreement, any exhibit or schedule hereto , or any related document, agreement or instrument, and no consent by a party to any departure therefrom by the other party shall be effective unless such modification or waiver shall be in writing and signed by a duly authorized officer of the parties. No act, failure or delay by a party shall constitute a waiver of any of its rights or remedies. No single or partial waiver by a party to any provisions of this Agreement shall operate as a waiver of any other provision, breach, default, right or remedy. No waiver by a party shall effect its rights to require strict performance of this Agreement.

20.12 Default. If Buyer should fail to perform this Contract within the time specified including the payment of all deposits, the deposits paid by Buyer may be retained by or for the account of Seller as agreed upon liquidation damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, buyer and Seller shall be relieved of all obligations under this Contract. or Seller, at Seller's option, may proceed in equity to enforce Sellers rights under this contract. If for any reason other than the failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this contract the Buyer may seek specific performance or elect to receive the return of Buyer's deposits ~~without thereby waiving any action for damages resulting from Seller's breach~~ ROBERT G. BERRIN, AS TRUSTEE SHALL HAVE NO PERSONAL LIABILITY IN THIS

20.13 Governing Law. This Agreement and all exhibits, schedules, appendices or amendments hereto shall be deemed entered into in the State of Florida. This Agreement and the rights of the parties hereunder shall be interpreted in accordance with and governed by the laws of the State of Florida without giving effect to any conflict of law provision.

20.14 Time is of the Essence. Time is expressly declared to be of the essence with respect to the parties hereto and in connection with all acts or things to be done or performed in connection herewith and of every provision hereof in which time is an element. In computing time periods of less than six (6) days, Saturdays, Sundays, and state or national holidays should be excluded. Any time period provided for herein which shall end on a Saturday, Sunday, or a legal holiday shall extend till 5:00 P.M. of the next business day.

20.15 Counterparts/Facsimile. This Agreement may be executed in multiple counterparts each of which shall be deemed an original Agreement, and all of which shall constitute one Agreement to be effective as of the date of execution of this Agreement. A facsimile copy of this Contract and any signatures thereon shall be considered for all purposes as originals.

CAPACITY OR OBLIGATION IN ANY WAY WITH REGARD TO THIS CONTRACT, IT BEING UNDERSTOOD THAT BUYER WILL LOOK ONLY TO THE REAL PROPERTY TO SATISFY ANY CLAIM AGAINST SELLER, IF ANY.

Sellers Initial _____
Buyers Initial _____

20.16 Radon Gas. Radon gas is a natural occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in Florida. Additional information regarding radon and radon testing may be obtained from your county health unit.

20.17 Effective Date. The Effective Date of this Contract shall be the date when the last one of the Buyer and Seller has signed this Contract.

20.18 Time for Acceptance. If this offer is not executed by or delivered to all parties, or fact of execution communicated in writing between the parties, on or before FRIDAY MARCH 3, 2000 @ 5:00 pm this offer shall be deemed withdrawn.

21. Tax Deferred Exchange. In the event ~~Buyer~~ EITHER PARTY elects to enter into a tax deferred exchange with ~~Seller~~ in connection with this transaction, EACH PARTY AGREES TO COOPERATE WITH THE OTHER PARTY IN such exchange, including the execution of such documents as may be reasonably necessary to effectuate the same. Provided however, that the ~~Seller~~ COOPERATING PARTY shall not be obligated for any costs or expenses in connection with such exchange and, further, EXCHANGING PARTY shall hold EXCHANGING PARTY harmless against any liability which arises or has claim to have arisen on account of such tax free exchange.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Purchase and Sale Agreement as of the day and year written below.

BUYER:

Date: 2/28/2000.

By: _____
BRIAN SCOTT HOLDINGS, INC.,
Jeffrey B. Freeman, President

SELLER:

Date: 2/27/00

By: _____ Trustee
ROBERT G BERRIN,
TRUSTEE

RECEIPT BY ESCROW AGENT
ROBERT G. Berrin, Trustee,
as Seller & Brian Scott Holdings, Inc., as Buyer)

The undersigned acknowledges receipt of FIFTY THOUSAND DOLLARS ($50,000.00) pursuant to the terms of the foregoing Contract as the Initial Deposit, this _____day of _____, 2000.

By: _____
Authorized Signatory

_____
Printed Name

Sellers Initial_____
Buyers Initial_____

ASSIGNMENT OF CONTRACT AGREEMENT

THIS AGREEMENT entered into this 6TH day of JUNE, 2000, by and between **BRIAN SCOTT HOLDINGS, INC.** ("Brian Scott") and **WORTHINGTON GROUP OF SOUTHWEST FLORIDA, INC.** ("Worthington"):

W I T N E S S E T H :

WHEREAS, Brian Scott has entered into a Contract for Sale and Purchase Agreement dated May26, 2000, with SOWAMCO VI. LTD. (the "Seller"), pertaining to real property as more particularly described on the contract attached here to as Exhibit "A" (the "Contract"); and

WHEREAS, Brian Scott desires to assign the contract to Worthington, and Worthington desires to accept the Assignment of Contract subject to the terms and conditions set forth below.

NOW THEREFORE, in consideration of the sum of $10.00 and the mutual covenants and obligations set forth below, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Recitals. The Recitals are incorporated herein as the expressions of the intentions of the parties hereto;

2. Assignment. Brian Scott hereby assigns all of its right, title and interest in the Contract to Worthington. There exists an agreement between Brian Scott and Worthington dated December 29, 1999, governing the assignment of certain contracts between Brian Scott and Worthington. The contract being assigned hereunder is not governed by that Agreement insofar as the average price is concerned, (i.e. the rolling average of $17,500.00 per acre) otherwise the terms of that Agreement shall apply.

3. Assignment Fee. As consideration for Brian Scott's Assignment of the Contract to Worthington, an assignment fee of 10% of the contract price shall be paid at closing.

4. Attorney's Fees - Costs. In any litigation arising out of this Agreement, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

5. Brokers. Robert S. Barber, Inc. and Bruce F. Hepp represent Worthington and not the Seller or Brian Scott. Worthington will pay Robert S. Barber, Inc. and Bruce F. Hepp a real estate commission pursuant to a separate Agreement.

Witness

Witness

Witness

Witness

BRIAN SCOTT HOLDINGS, INC.

By: _____
Jeffrey B. Freeman, President

WORTHINGTON GROUP OF SOUTHWEST FLORIDA, INC.

By: _____
Jeff Darragh, President

F:\WPDATA\SED\BRIANSCO\SOWAMCO\ASSIGN.1

CONTRACT FOR SALE AND PURCHASE

THIS CONTRACT is made and entered into this _____day of May, 2000, by and between BRIAN SCOTT HOLDINGS, INC. and or its assigns, as "Buyer", whose address is: 25435 Loblolly Bay Road S.W., Labelle, Fl. 33935, and SOWAMCO VI, LTD., ~~A FLORIDA CORPORATION~~ as "Seller", whose address is: c/o Jon Nelson, V.P. of First City Servicing Corp., 577-A Southlake Blvd., Southport Office Park, Richmond, V.A. 23236.

1. Sale of Property. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the real property described on Exhibit "A" and Exhibit "B"attached hereto and consisting of approximately FOURTEEN (14) acres (m/l) located and fronting on Daniels Pkwy. and I-75 and approximately TEN (10) acres (m/l) located on Palomino Lane, together with all easements, privileges, rights-of-way, and all other appurtenances, pertaining to or accruing to the benefit of said property, all of which shall be referred to herein as the "Property". The STRAP # or Tax ID #'S are as follows: 22-45-25-01-0000A.0010, 22-45-25-01-0000A.0020, 22-45-25-01-0000B.0010, 22-45-25-01-0000B.0020, also known as and in accordance to DanPort Center Plat as recorded in Plat Book 36, page 118, Blk. A. Lots 1 and Lot 2, and Blk. B. Lots 1 and Lot 2, together containing approximately 14 acres AND STRAP#-15-45-25-00-00001.004A, containing approximately 10. acres (m/l).

2. Purchase Price and Method of Payment. The purchase price to be paid by Buyer for Seller for the Property, subject to adjustments and proration as hereinafter provided, shall be ONE MILLION ~~EIGHT~~ NINE HUNDRED FIFTY THOUSAND DOLLARS (~~$1,850,000.00~~ $1,950,000) which shall be paid as follows:

a. Deposit within FIVE (5) days upon Buyers receipt of Sellers approved and executed Contract to be paid to Fidelity National Title as Escrow Agent, in the amount : $ 100,000.00

b. Balance at closing, subject to adjustments and proations, in the amount of: $1,850,000.00 ~~$1,750,000.00~~ $1,950,000.00 ~~$1,850,000.00~~

TOTAL:

C. NOTWITHSTANDING ANYTHING CONTAINED IN THIS CONTRACT TO THE CONTRARY, UPON DELIVERY TO FIDELITY NATIONAL TITLE AS ESCROW AGENT $100,000 OF THE DEPOSIT SHALL BE NON-REFUNDABLE TO BUYER. THIS CONTRACT SHALL CONSTITUTE INSTRUCTIONS TO ESCROW AGENT

3. Title Insurance. Within fourteen (14) days from the Effective Date, the Buyer, at Buyer's expense, shall obtain for itself, a title insurance commitment (with legible copies of instruments listed as exceptions) from a title insurance company naming Buyer as the proposed insured. The commitment and the resulting title insurance policy shall be in the amount of the purchase price. The commitment and policy shall be in an ALTA standard form as currently authorized and approved by the insurance commissioner of the State of Florida. There shall be no exceptions to the commitment or policy except as provided in paragraph 3.a. herein, or unless otherwise agreed to in writing by the Buyer. The policy shall insure marketable title. The commitment shall show Seller to be vested with good, marketable, and insurable fee simple title to the property subject only to: (i) real estate taxes for the year of closing, (ii) comprehensive land use plans zoning, restrictions, prohibitions, and other requirements imposed by governmental authority, (iii) restrictions and other matters common to the subdivision, if any, and (iv) public utility easements bordering along the property lines provided none of the above interferes with the use and enjoyment of the property by Buyer for Buyer's intended use. If in Buyer's examination of the title commitment, buyer determines, in its sole opinion, that the condition of title is unacceptable to Buyer, Buyer may give written notice to Seller indication such disapproval, whereupon this Contract shall automatically be canceled and in such event, the deposits paid By the Buyer thereunder shall be immediately returned to buyer and upon said reimbursement, neither party shall have any further liability to the other under this Contract. Any objection to title which Buyer makes must be made within the Investigatory Period provided for in this Contract. In the event Buyer should fail to raise any objection to

Sellers Initial
Buyers Initial

title within the Investigation Period then the condition of title shall be deemed to be satisfactory to Buyer.

The cost of obtaining the title commitment and any search expenses related thereto shall be at the expense of Buyer and the cost of the title insurance policy to be issued and in the amount of the full purchase price shall be charged to Buyer at closing. Buyer's charge for said title policy shall be at the minimum promulgated rate as provided by Florida law including discounts for any reissue credit if available.

3.a. Seller's Disclosure Relating to Ingress and Egress.
Seller hereby discloses and Buyer hereby acknowledges and agrees the subject property currently may or may not have legal ingress and egress to and from an adjacent public easement or right of way street, road or highway. It is further understood between the parties herein, the impairment of ingress and egress to the Property is believed to involve that certain drainage right of way labeled Tract "A" consisting of approximately forty (40') as measured in a westerly to easterly direction and more specifically in accordance to and as shown and depicted and recorded in Plat Book 36, Pages 118 thru 120, DanPort Center, Public Records of Lee County, Florida.

Buyer further acknowledges and agrees to take title subject to, finds no objection to title and waives any and all rights for cancellation on account thereof as to the current condition of title as of the Effective Date of this Contract relating and limited to said ingress and egress to and from the Property.

4. Investigation of Property. The Buyer and its engineers, surveyors, and other agents shall have SIXTY (60) days from the Effective Date of this contact (the "Investigation Period") in which to undertake such physical and other investigations of and concerning the Property as Buyer, in Buyer's sole opinion, which Buyer may deem appropriate or necessary in order to evaluate the characteristics or the property and quality of same for Buyer's intended development and its compliance with all applicable building, zoning, and environmental, concurrency, and other codes, ordinances, statues, rules and regulations affecting the property as well as other matters including, without limitation, the availability of water, electric, telephone, other utilities, drainage characteristics of the property, soil conditions, and all other matters deemed by the Buyer to be necessary in order for Buyer to determine the feasibility of Buyer's purchase or development of the property. For purposes of these investigations, Seller hereby grants to Buyer and Buyer's agents the right of entry upon the Property and any part thereof, during the Investigation Period for the purpose of undertaking such physical inspections and investigations and additionally permit the Buyer and/or its agents to take such soil test borings on the Property as necessary for the purpose herein; provided, however, that Buyer (I) shall promptly restore any portions of the property affected by Buyer's inspection thereon to the condition which existed immediately prior to the inspections, and (ii) shall indemnify, protect, defend, and hold harmless Seller from and against any and all loses, costs, expenses, claims, demands, actions, causes of action, liabilities, judgments, awards, damages, injuries, fines, penalties, and forfeitures (including without limitation, the reasonable fees and expenses of attorneys, paralegals, and experts incurred before or during any trial or administrative proceeding, or in connection with any appellate proceeding) arising out of or in connection with any death, personal injury, property damage, loss of profits, earnings, or wages, or any other damages whatsoever sustained, incurred, or suffered (or alleged to have been sustained, incurred, or suffered), by any person or entity as a result of or in connection with the activities of Buyer, its contractor, agents, or employees, on or about the Property.

In order to assist Buyer and its agents in their evaluation of the physical and other characteristics of the property, Seller shall furnish to Buyer within ten (10) days from the Effective Date of this Contract, copies of all reports, test results, agreements and other documents and materials pertaining to the Property which shall include but not necessarily be limited to materials and soil tests, hydrology reports, environmental reports, and audits, lease agreements, easements, boundary survey's, topographical surveys, tree surveys, wetland reports, wildlife studies, impact studies, trips analysis, impact fee agreements, development agreements, reports and/or orders, applications

Sellers Initial
Buyers Initial

for rezoning and/or for change in land use, traffic studies and reports, utility agreements, county and municipal governmental reports and correspondence, notices of code violations, appraisals, assessments and agreements regarding proposed signage benefiting adjacent parcel(s) which are presently in Sellers possession. The parties acknowledge, however, that such materials shall remain the property of Seller and shall be returned to Seller by Buyer only upon the termination of this contract. Further, the parties acknowledge that the Seller is without knowledge as to the accuracy of any such information and therefor no warranty either implied or expressed, is given with such materials.

EXCEPT FOR $20,000 WHICH SHALL BE DELIVERED TO SELLER. 6/2/00.

In the event the results of the inspections, investigations are, in Buyer's sole opinion, unacceptable to Buyer for any reason whatsoever, and Buyer notifies Seller of that fact not later than 5:00 P.M. on the last day of the Investigation Period, then at Buyer's option and upon Buyer's request, the deposit made by buyer to Escrow Agent shall be returned to buyer, and, upon return thereof, this contact shall be terminated and become null and void and all parties hereto shall be relieved of all liabilities and obligation whatsoever to each other hereunder.

Upon cancellation and prior to return of Buyer's deposit, Buyer agrees, at no cost to Seller, to deliver any and all copies of pertinent reports, studies, surveys, engineering and any other items which may be of benefit for Seller's review and use and in Buyer's possession.

In the event Buyer should fail to notify Seller of the unacceptability of any such inspection of investigations by 5:00 P.M. on the last day of the Investigatory Period then such failure shall constitute a waiver of Buyer's right to terminate this contact on account thereof, whereby the initial deposit monies in the amount of $100,000.00 shall become nonrefundable.

5. Survey. Within twenty (20) days from the Effective Date, Buyer, at Buyer's option and expense, shall obtain for itself a current copy of a raised seal survey of the Property prepared by a Florida registered land surveyor. The survey shall be shall otherwise be in sufficient form so as to allow the title company to remove the survey exception from the title policy when ultimately issued. If the survey shows any rights of way on the Property, violations of any restrictive covenants, violations of any building, zoning, land use, or other laws, ordinances, rules, or regulations imposed by governmental authority, encroachments or improvements located on the Property on to set back lines, easements, rights-of-way, or lands of others, encroachments of improvements of others onto the Property, overlaps or gaps, or other matters that would, in Buyer's sole opinion, interfere with Buyer's intended use of the Property then, such matters shall be treated as Title Defects as indicated in the title insurance paragraph of this Contract, provided however, access shall not be permitted to be treated as a Title Defect(s). In the event Buyer should fail to raise any objection to survey within the Inspection Period, the condition of survey shall be deemed to have been found satisfactory to Buyer.

6. Governmental Approvals and Zoning Change. Upon the expiration of the Inspection Period as described in paragraph 4. herein and Buyers election to proceed with the Contract, Buyer, at Buyer's sole cost and expense, Buyer (including its agents, employees, architects, engineers and independent contractors) shall have the right to pursue, apply for and obtain (i) all governmental and other permits, approvals, agreements and other actions necessary to obtain zoning for a Commercial Planned Development (CPD) for the Property, and (ii) all permits, approvals, agreements and other actions necessary to obtain all utility service to the Property and to use any now existing utility lines located near or at the Property.

The governmental and other permits , approvals, agreements and other actions shall include, but not limited to; zoning for Commercial Planned Development (CPD) or other zoning or Planned Development classification required by Lee County and with an approved Master Concept Plan acceptable to Buyer.

Buyer agrees to make all the necessary and required applications for said zoning and permits within sixty (60) days from the expiration of the Inspection Period and shall diligently pursue same. Buyer hereby acknowledges the property is presently zoned

Sellers Initial
Buyers Initial

AG-2 (Agricultural - 2) is receiving an Agricultural Classification of Lands from Lee County for cattle grazing.

Buyer shall have until December 20, 2000 ("Permit and Approval Period") to obtain all said Zoning Approval(s) and any governmental permit or approval necessary for Buyer to obtain the required zoning for a Commercial Planned Development. In the event Buyer has not obtained said zoning, governmental permits or approvals within the time provided herein, Buyer shall have the right to either (i) cancel the contract within the Permit and Approval Period as provided herein and by written notice to Seller or (ii) if the Buyer has diligently pursued all permits and approvals and by written notice to Seller, Buyer may extend the Permit and Approval Period for up to three (3) thirty (30) day periods, provided Buyer deposits the additional non-refundable deposit in the amount of TEN ($10,000.00) THOUSAND DOLLARS for each extension sought. BUYER AND SELLER AGREE THAT ANY ROLL-BACK OF REAL PROPERTY TAXES SHALL BE THE RESPONSIBILITY OF BUYER. 4/4/00

7. **Conditions Precedent to Closing.** This Contract and the obligation of Buyer to close this transaction and to pay any portion of the purchase price to Seller is exclusively conditioned upon satisfaction of each of the following conditions precedent (any of which may be waived by Buyer in writing) prior to closing: EXCEPT FOR THE NON-REFUNDABLE DEPOSIT. 6/2/00

a. The truth and accuracy as of the date of this Contract and the closing date of each and every warranty and representation made in this Contract by Seller and the execution by Seller of an Affidavit, satisfactory in form and substance to Buyer, reaffirming the truth of such items as of the closing date.

b. The timely performance by Seller of each and every obligation imposed upon Seller under this Contract.

c. The execution and delivery by Seller to Buyer of each and every instrument required by this Contract. 4/4/00

d. The execution of such closing agreements as are reasonably necessary in order to preserve the rights of the parties under this Contract.

e. The execution of such post closing agreements as are reasonably necessary in order to preserve the rights of the parties under this Agreement. THIS DOES NOT CONSTITUTE A CONDITION PRECEDENT TO CLOSING. 6/2/00

~~f. That none of the Property shall: (i) be used as a cemetery site or contain any known burial plots; (ii) contain any artifacts of any historical significance which would in any way impede development as contemplated by Buyers; (iii) be affected in any way by an endangered species which would in any way impede the development thereof as contemplated by the Buyer; and (iv) have been used for the disposal of hazardous or toxic waste or as a land fill.~~

8. **Closing.** The closing shall take place on or before thirty (30) days from the expiration of the Permit and Approval date as described in paragraph 6. herein, however, in no event shall closing take place latter than March 31, 2001. The closing shall be held at the offices of Fidelity National Title, whose address is: _____ Ft. Myers, Fl. 33919, or at a place so designated by Seller.

9. **This paragraph is hereby deleted.**

10. **Deliveries at the Closing.** At Closing, Seller shall execute and deliver to Buyer the following documents in form and substance acceptable to Buyer and Buyer's counsel. 6/2/00.

a. A good and sufficient ~~general~~ SPECIAL warranty deed,

b. Seller's Affidavit of No Liens and Non-foreign Certification,

c. Appropriate exclusive possession and "Gap Affidavit" as required by the title company,

Sellers Initial _____
Buyers Initial _____

d. Closing Statement, and

e. Such other documents as may be reasonably required by the title company and Buyers attorney.

11. Closing Costs and Expenses.

a. The Seller shall be responsible for payment of the following: (i) payment of brokerage commissions, and (ii) proration of real estate taxes.

b. The Buyer shall be responsible for payment of the following: (i) recording fees for the deed of conveyance, (ii) the issuance of the title insurance commitment, Owner's Title Insurance Premium in the amount of the purchase price, and normal title related title charges (iii) documentary stamps on the deed of conveyance, and (iv) all costs and fees associated with any mortgage financing which Buyer may obtain,

12. Prorations and Apportionments. Real estate and personal property taxes (as based upon the maximum allowable discounted amount), rent, interest, insurance, and other expenses of the property shall be prorated through the day before closing. Cash at closing shall be increased or decreased as may be required, If closing occurs when the current tax years' figures are not available then the taxes will be prorated upon the prior year's tax.

All revenues and all expenses of the Property shall be prorated and apportioned through the day prior to the Closing Date. Any revenue or expense amount which cannot be ascertained with certainty as of the Closing Date shall be prorated on the basis of the parties' reasonable estimates of such amount (other than reimbursements for operating expenses not billed currently to tenants) and shall be the subject of a final proration as soon thereafter as the precise amounts can be ascertained.

13. Special Assessment Liens. Certified, confirmed, and ratified special assessment liens as of the Effective Date of this Contract are to be paid by Seller. Pending liens as of actual date of closing shall be assumed by Buyer.

14. Representations and Warranties of Seller. As an inducement to Buyer to enter into this Agreement, Seller hereby represents and warrants to and hereby covenants and agrees with, Buyer as follows:

a. Seller is the owner of the property and has the authority to execute and deliver this Contract.

b. Seller has no notice or knowledge of: (i) any pending improvements liens to be made by any governmental authority with respect to the property (ii) any violations of laws, statues, ordinances, orders, regulations, or requirements of any governmental agency with respect to the property, (iii) any pending or threatened law suits with respect to the property, (iv) any pending or threatened condemnation proceedings with respect to the property, or (v) any defects or inadequacies in the property which would adversely affect the insurability of the property or increase the cost thereof.

4/4/00

~~c. To the best of Seller's knowledge, Seller knows of no fact or condition which would result in the termination of impairment of access to the property or the discontinuation of necessary sewer, water, electric, telephone, or other utilities or service to the property.~~

d. Seller is vested with good, marketable, and insurable fee simple title to the property,

e. Seller shall comply prior to closing with all laws rules, regulations, and ordinances all governmental authorities having jurisdiction over the property. Seller shall be responsible for and shall promptly pay all amounts owed for labor, materials supplied, services rendered and/or any other bills or amounts related to Seller and Seller's ownership and/or operation of the property prior to closing,

Sellers Initial_____
Buyers Initial_____

f. Prior to closing, no portion of the property or any interest therein shall be alienated, encumbered, conveyed, or otherwise transferred,

g. To the best of Sellers knowledge WITHOUT HAVING CONDUCTED ANY INDEPENDENT INVESTIGATION there has not been and there is not now: (i) any Hazardous Substance (as defined in subparagraph h. of this Paragraph 13) present on the property; (ii) any present or past generation, recycling, resuse, sale, storage, handing, transport and/or disposal of any Hazardous Substance on the property, or (iii) any failure to comply with any applicable local, state, or federal environmental laws, regulations, ordinances, or administrative or judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Substance.

6/2/00

h. Seller has not received any notice from any governmental authority regarding the presence of any Hazardous Substance, any present or past generation, recycling, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Substance or any failure to comply with any applicable local, state, or federal environmental laws, regulations, ordinances, or administrative or judicial orders relating to the generation, recycling, reuse, sale, storage, handing, transport and/or disposal of any Hazardous Substance. As used herein, the term " Hazardous Substance" means any substance or material defined or designated as a hazardous or toxic waste material or substance, or any other similar term by any federal, state, or local environmental statute, regulation, or ordinance presently effect, as such statute, regulation, or ordinance may be amended from time to time.

i. Seller does not warrant or guarantee, expressed or implied, as to any unobstructed ingress and egress to and from the Property through an adjacent dedicated public roadway.

EXCEPT FOR THE NON-REFUNDABLE DEPOSIT

6/2/00

15. Risk of Loss; Condemnation. The Property shall be conveyed to Buyer in the same condition as on the date of this Agreement, ordinary wear and tear accepted. ~~Seller shall, prior to closing, take all steps to remove all trash and debris from the property.~~ In the event the property or any material portion thereof is taken by eminent domain prior to closing, Buyer shall have the option of either: (i) canceling this contract and receiving a refund of the deposit and all interest earned thereon, in which case both Seller and Buyer shall be relieved of all further obligations under this Contract, or (ii) Buyer may proceed with the Closing in which case the Buyer shall be entitled to all condemnation awards and settlements.

16. Possession of the Property. Possession of the Property shall be delivered to Buyer on the Closing Date, provided, however, that without limiting any other provisions of this Agreement, Seller shall provide authorized representatives of Buyer reasonable access to the Property, prior to closing, for the purposes of satisfying Buyer with respect to the representations, warranties and covenants of Seller contained herein and with respect to satisfaction of any conditions precedent to the Closing contained herein.

17. Notices. Except for any payments required to be made hereunder, any notice, demand or other communication required or permitted to be given by any provision of this Agreement shall be in writing and may be either (i) personally delivered, which shall be deemed received at the time of actual receipt thereto by the addressee or its agent; or (ii) sent by registered or certified mail, with postage and charges prepaid, which shall be deemed delivered 10 (ten) business days after deposit in the United States mail, together with a facsimile transmission to be sent on the same day as the same is deposited in the mail, and in each case, addressed or delivered to a party or to an officer of the party to whom the same is directed at such party's address and/or facsimile number as set forth below, or at such other address and/or facsimile numbers the party may specify by written notice given to the other in accordance with this paragraph:

Sellers Initial
Buyers Initial

If to Seller: WITH COPY TO SELLERS ATTORNEY:
SOWAMCO VI, LTD,
c/o Jon Nelson, V.P.
First City Servicing Corporation
577-A Southlake Blvd.
SouthPort Office Park
Richmond, VA. 23236
Office: 804-378-7080 / Fax: 804-378-7088

If to Buyer: with copy to Buyers Attorney :
Jeff Freeman
Brian Scott Holdings, Inc.
25435 Loblolly Bay Road, S.W.
Labelle, Fl. 33935
Office: 941-675-1800 / Fax: 941-675-6341

with copy to: Chuck Mayhugh Realty, Inc.
1950 Courtney Drive,
Suite 207, Ft. Myers, Fl. 33901
Office: 941-278-4945 Fax: 941-278-1964

18. Brokerage; Real Estate Commission. Seller and Buyer represent to each other that Chuck Mayhugh Realty, Inc., and Brian Scott Realty, Inc. are the sole real estate brokers which are involved in connection with the negotiation of this real estate transaction. Seller agrees to pay a real estate commission, at the time of closing, in the total amount of Ten (10%) per cent of the gross purchase price of which each broker shall receive the following amount : five (5%) per cent to Chuck Mayhugh Realty, Inc., and five (5%) per cent to Brian Scott Realty, Inc.. In the event that this matter should, for any reason, fail to close, then no commission shall be due and payable, the same being earned only if the transaction contemplated hereby is actually closed.
Seller and Buyer warrant and represent to the other that no other real estate brokers or agents other than those identified above have been involved with or employed by either of them in connection with the consummation of this transaction. In the event a claim for commission is asserted by any other broker then the party against whom such claim is asserted shall indemnify and hold harmless the other party, including attorney fees, from such claim for commission.
Buyer hereby discloses that Buyer is a real estate broker licensed in the State of Florida and entering into this Contract for Buyer's own account and may or not have a financial interest in the purchase and consequent sale of the Property.
It is further disclosed herein, Chuck Mayhugh and Chuck Mayhugh Realty is acting as transactional broker and Jeff Freeman and Brian Scott Realty, Inc. is representing the Buyer as Buyer's agent, in connection to this transaction.

19. Escrow. The Escrow Agent is authorized and agrees by acceptance of the escrow funds to hold same in escrow and to disburse same in accordance with the terms and conditions of this Contract. In the event the Escrow Agent is in doubt as to its duties or liabilities under the provisions of this Contract, the Escrow Agent may, in the Escrow Agent's sole discretion, continue to hold the funds which are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court competent jurisdiction shall determine the rights of the parties thereto, or the Agent may deposit all the monies then held pursuant to this Contract with the Clerk of the Circuit Court of the County having jurisdiction of the dispute. Upon notifying all parties concerned of such action, all liability on the part of the Escrow Agent shall fully cease and terminate, except to the extent of accounting for any monies previously delivered out of escrow. In the event of any suit between Buyer and Seller wherein Agent is made a party because of acting as Escrow Agent hereunder, or in any suit wherein agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorneys' fees and costs incurred with the fees and costs to be paid from and out of the escrow funds or equivalent and charged and awarded court costs in favor of the prevailing party. The Escrow Agent shall not be liable for any actions taken in good faith, but only for its gross or willful negligence. The parties hereby agree to

Sellers Initial
Buyers Initial

indemnify and hold the escrow agent harmless from and against any loss, liability, claim, or damage whatsoever, including reasonable attorney fees and court costs at trial and appellate levels, which the Escrow Agent may incur or exposed to in its capacity as Escrow Agent.

20. General Provisions

20.1 Cooperation. At any time and from time to time and at their own expense Buyer and Seller agree to take such further action and execute and deliver such further documents, agreements or instruments reasonably deemed necessary or convenient by either party to implement the terms or intent thereof, including satisfaction of all conditions precedent to the purchase and sale of the Property and this Agreement.

6/2/00

20.2 Continuation and Survival of Representations, Warranties, Covenants and Agreements. All representations, warranties, covenants and agreements by the respective parties contained herein or made in writing pursuant to this Agreement are intended to be true upon the execution and delivery of this Agreement; shall remain true and correct through the Closing Date; ~~shall be deemed to be material; and shall survive the delivery of the deed and transfer of title to the Property. All statements contained in any certificate or other instrument delivered at any time by or on behalf of Seller in connection with the transaction contemplated hereby shall constitute representations and warranties hereunder.~~

20.3 Entire Agreement. This Agreement, together with all exhibits, schedules and appendices attached hereto and incorporated herein by reference, shall constitute the entire Agreement between the parties hereto with respect to the purchase and sale of the Property, and shall supersede all prior agreements, understandings, warranties, representations and negotiations of any party herein, whether oral or written, concerning the subject matter hereof.

20.4 Modification. This Agreement may not be amended, modified, altered, or terminated, except in writing signed by each of the parties hereto, dated subsequent to the date hereof and fully adopted in accordance with the provisions of this Agreement.

20.5 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any party hereto.

20.6 Headings. The headings contained in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret define or limit the scope, extent or intent of this Agreement or any provision hereof.

20.7 Severability. If any portion of this Agreement shall be held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law. Furthermore to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of this Agreement containing any provision held to be invalid, void or otherwise unenforceable, that is not itself invalid, void or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, void or unenforceable.

20.8 Benefit and Burden. Except as otherwise expressly permitted, restricted or provided for in this Agreement, this Agreement shall be binding upon and ~~insure~~ INURE to the benefit of and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business and/or assets of a party), parent entities, subsidiaries, officers, directors, shareholders, agents and assigns.

20.9 Assignment. Buyer's interest under this Agreement may be assigned without the prior written consent of Seller.

Sellers Initial

Buyers Initial

20.10 No Third Party Beneficiaries. Except as otherwise provided for above, no rights or benefits under this Agreement are conferred upon, directly or indirectly, or shall in any way ~~insure~~ INURE to the benefit of, any third party who is not a signatory to this Agreement.

20.11 No Waiver. No modification or waiver of any provision of this Agreement, any exhibit or schedule hereto , or any related document, agreement or instrument, and no consent by a party to any departure therefrom by the other party shall be effective unless such modification or waiver shall be in writing and signed by a duly authorized officer of the parties. No act, failure or delay by a party shall constitute a waiver of any of its rights or remedies. No single or partial waiver by a party to any provisions of this Agreement shall operate as a waiver of any other provision, breach, default, right or remedy. No waiver by a party shall effect its rights to require strict performance of this Agreement.

20.12 Default. If Buyer should fail to perform this Contract within the time specified including the payment of all deposits, the deposits paid by Buyer may be retained by or for the account of Seller as agreed upon liquidation damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, buyer and Seller shall be relieved of all obligations under this Contract. or Seller, at Seller's option, may proceed in equity to enforce Sellers rights under this contract. If for any reason other than the failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this contract the Buyer may seek specific performance or elect to receive the return of Buyer's deposits, ~~without thereby waiving any action for damages resulting from Seller's breach~~. 6/4/00

20.13 Governing Law. This Agreement and all exhibits, schedules, appendices or amendments hereto shall be deemed entered into in the State of Florida. This Agreement and the rights of the parties hereunder shall be interpreted in accordance with and governed by the laws of the State of Florida without giving effect to any conflict of law provision.

20.14 Time is of the Essence. Time is expressly declared to be of the essence with respect to the parties hereto and in connection with all acts or things to be done or performed in connection herewith and of every provision hereof in which time is an element. In computing time periods of less than six (6) days, Saturdays, Sundays, and state or national holidays should be excluded. Any time period provided for herein which shall end on a Saturday, Sunday, or a legal holiday shall extend till 5:00 P.M. of the next business day.

20.15 Counterparts/Facsimile. This Agreement may be executed in multiple counterparts each of which shall be deemed an original Agreement, and all of which shall constitute one Agreement to be effective as of the date of execution of this Agreement. A facsimile copy of this Contract and any signatures thereon shall be considered for all purposes as originals.

20.16 Radon Gas. Radon gas is a natural occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in Florida. Additional information regarding radon and radon testing may be obtained from your county health unit.

20.17 Effective Date. The Effective Date of this Contract shall be the date when the last one of the Buyer and Seller has signed this Contract.

20.18 Time for Acceptance. If this offer is not executed by or delivered to all parties, or fact of execution communicated in writing between the parties, on or before ~~May 25, 2000~~ JUNE 2, 2000 this offer shall be deemed withdrawn.

21. Tax Deferred Exchange. In the event Buyer elects to enter into a tax deferred exchange with respect to property owned by him in connection with this

Sellers Initial
Buyers Initial

transaction, the Seller agrees to cooperate with the Buyer with such exchange, including the execution of such documents as may be reasonably necessary to effectuate the same. Provided however, that the Seller shall not be obligated for any costs or expenses in connection with such exchange and, further, the Buyer shall hold Seller harmless against any liability which arises or has claim to have arisen on account of such tax free exchange.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Purchase and Sale Agreement as of the day and year written below.

BUYER:

Date: May 22, 2000.

By: _____

BRIAN SCOTT HOLDINGS, INC., and/or its assigns
Jeffrey B. Freeman, President

SELLER:

Date: 5/26/00

By: _____

SOWAMCO VI., LTD., [redacted].
BY SOWAMCO VI OF TEXAS, INC.
GENERAL PARTNER
BY: JON B. NELSON
VICE PRESIDENT

RECEIPT BY ESCROW AGENT
(SOWAMCO VI., LTD.,
as Seller & Brian Scott Holdings, Inc., as Buyer)

The undersigned acknowledges receipt of ONE HUNDRED THOUSAND DOLLARS ($100,000.00) pursuant to the terms of the foregoing Contract as the Initial Deposit, this 2nd day of June, 2000.

By: _____
Authorized Signatory

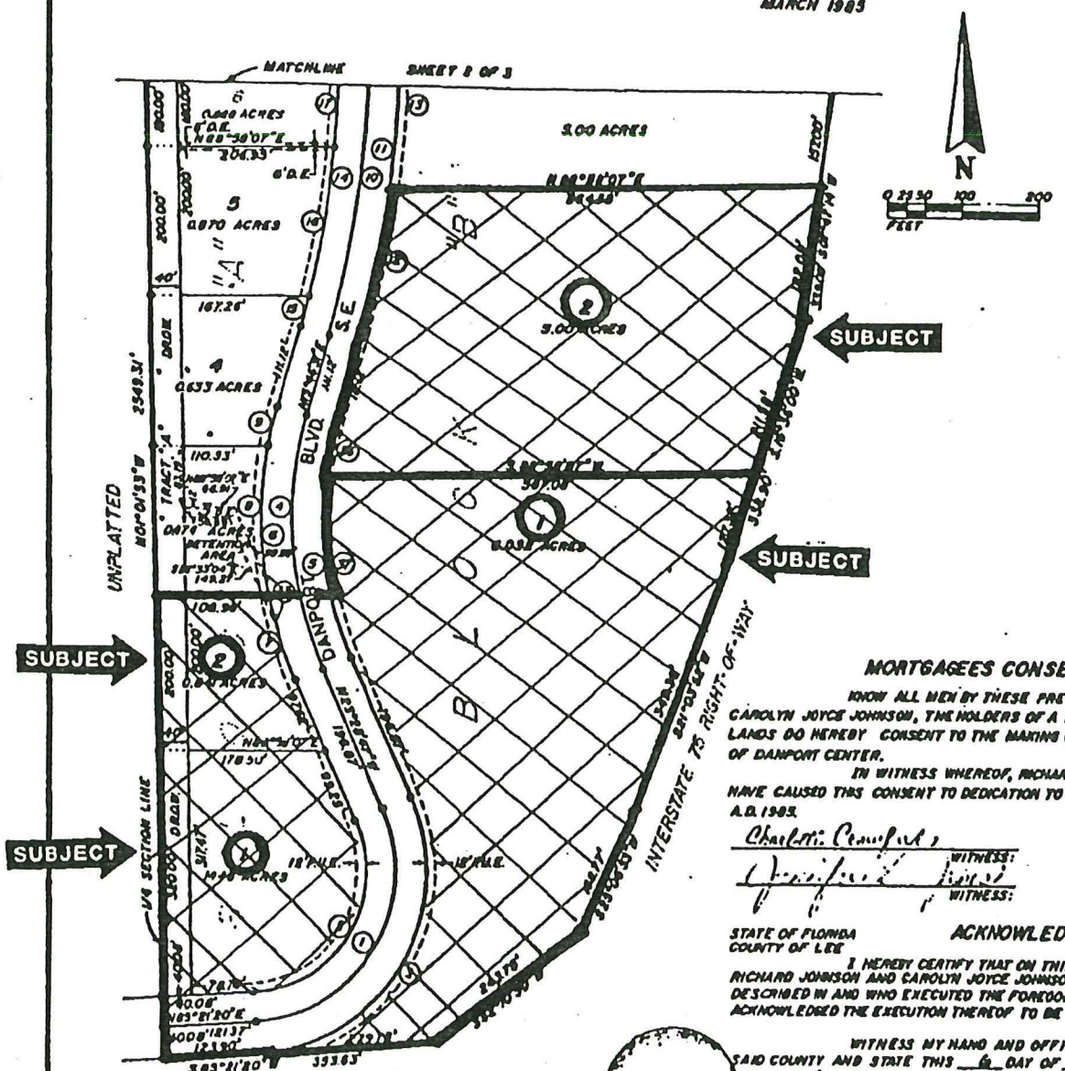
Deborah Bowman
Printed Name

Sellers Initial_____
Buyers Initial _____

PLAT BOOK 36, PAGE 118

DANPORT CENTER

A SUBDIVISION LYING IN PART OF THE WEST HALF (W1/2) OF THE NORTHEAST QUARTER (NE1/4). SECTION 28, TOWNSHIP 46 SOUTH, RANGE 25 EAST. LEE COUNTY, FLORIDA. MARCH 1983



LEGEND

- PERMANENT REFERENCE MONUMENT (P.R.M.)
- PERMANENT CONTROL POINT (P.C.P.)
- FLORIDA DEPARTMENT OF TRANSPORTATION (F.D.O.T.)
- D.E. DRAINAGE EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- D.R.O.W. DRAINAGE RIGHT-OF-WAY
- IRON PIN SET

CURVE DATA

NO.	RADIUS	ARC	CHORD	CHD. BEARING
1	200.00	378.91	325.31	S 30°56'16" W
2	160.00	303.92	260.28	"
3	240.00	455.89	390.37	"
4	300.00	342.36	325.90	N08°51'06" W
5	460.00	315.16	309.03	"
6	540.00	369.97	362.78	"
7	"	114.63	114.42	S17°23'54" E
8	"	201.17	200.00	S00°38'40" E
9	"	54.17	54.13	S18°54'05" W
10	1525.00	447.33	445.73	S07°22'19" W
11	1365.00	459.06	457.42	N07°22'19" E
12	"	216.03	215.86	N16°48'14" E
13	"	243.03	242.79	N03°23'03" E
14	1485.00	435.60	434.04	N07°22'19" E
15	"	42.72	42.72	S14°57'04" W
16	"	204.06	203.90	S10°11'25" W
17	"	180.51	180.40	S02°46'17" W
33	540.00	98.87	98.84	S11°47'01" E
36	460.00	86.42	86.31	N11°38'20" E
37	460.00	248.73	245.71	N07°39'21" W

MORTGAGEES CONSENT TO PLATTING

KNOW ALL MEN BY THESE PRESENTS THAT RICHARD JOHNSON AND CAROLYN JOYCE JOHNSON, THE HOLDERS OF A MORTGAGE ON THE HEREIN DESCRIBED LANDS DO HEREBY CONSENT TO THE MAKING OF THIS PLAT AND JOIN IN THE DEDICATION OF DANPORT CENTER.

IN WITNESS WHEREOF, RICHARD JOHNSON AND CAROLYN JOYCE JOHNSON HAVE CAUSED THIS CONSENT TO DEDICATION TO BE SIGNED THIS 6 DAY OF March A.D. 1983.

Charlotte Crawford, WITNESS:

WITNESS:

Richard Johnson
RICHARD JOHNSON

Carolyn Joyce Johnson
CAROLYN JOYCE JOHNSON

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF LEE

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME RICHARD JOHNSON AND CAROLYN JOYCE JOHNSON, TO ME KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING CONSENT TO DEDICATION AND THEY ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR FREE ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL AT Ft. Myers SAID COUNTY AND STATE THIS 6 DAY OF March A.D. 1983.

Maxine D. Lockyer
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES 10/15/85 A.D. 1983.

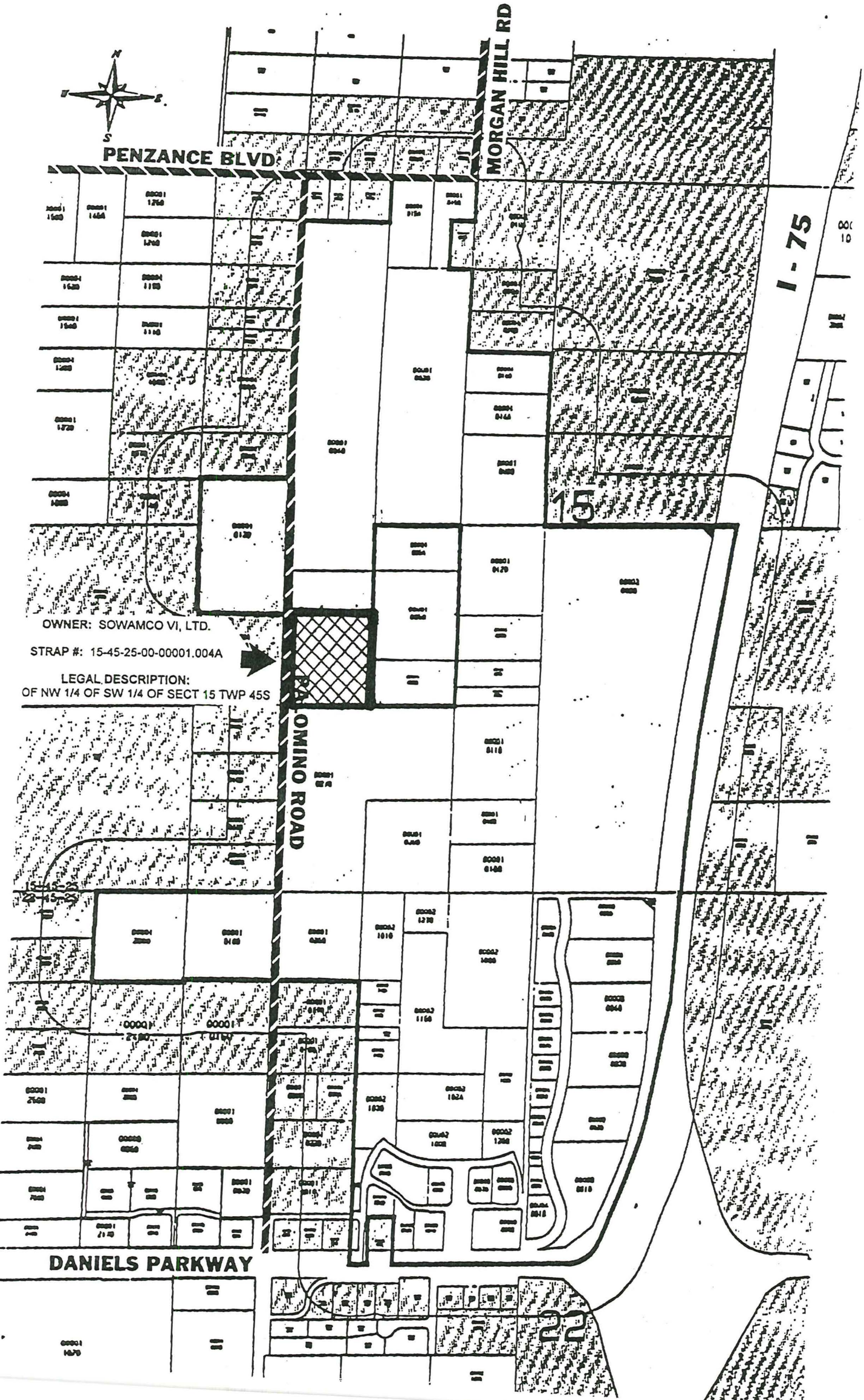
A 2548

SHEET 3 OF 3

JORGENSEN SURVEYING INC.
1334 LAFAYETTE STREET
CAPE CORAL, FLA. 33904

May 23 00 10:41a CHUCK MAYHUGH REALTY, INC 94-278-1964 P.12

EXHIBIT "B"


PENZANCE BLVD
MORGAN HILL RD
I-75
PALOMINO ROAD
DANIELS PARKWAY
OWNER: SOWAMCO VI, LTD.
STRAP #: 15-45-25-00-00001.004A
LEGAL DESCRIPTION:
OF NW 1/4 OF SW 1/4 OF SECT 15 TWP 45S

ATTACHMENT "B-1"

RESPONSE TO PUBLIC FACILITIES IMPACTS

(TRANSPORTATION ELEMENT)

FOR

DANIELS INTERCHANGE MPD LAND USE MAP AMENDMENT

(Project No. 980912)

Prepared By:

SOUTHWEST TRANSPORTATION ENGINEERING, INC.
1342 Colonial Boulevard, Suite 30
Fort Myers, Florida 33907

September, 1998

INTRODUCTION

The Daniels Interchange MPD is located on the northwest quadrant of Daniels Parkway @ Interstate I-75, within Lee County, Florida. The overall project is approximately 155 acres in size and was previously a major component of the 400 +/- acre Danport DRI. That is, the Danport DRI was a joint-venture DRI which consisted of various property owners, and 155 acres of the DRI (now referred to as the Daniels Interchange MPD) had the vast majority of commercial retail, office and hotel uses located within it's boundaries.

Currently, the northern 68 +/- acres of the 155 +/- acre project is designated outlying suburban pursuant to the Lee County Comprehensive Plan, with the balance of the property in the general interchange category. The proposed Plan Amendment is to change the 68 +/- acres to general interchange. For the purpose of responding to the Transportation Element Question, the total project area (i.e. 155+/- acres) and it's anticipated land uses were used in relationship to the Traffic Circulation Element of the Lee County Comprehensive Plan.

As apart of Lee County's Long Range Transportation Needs Plan Program, TAZ 640 of the FSUTMS 2020 Travel Model was assigned to the property located between Palomino Lane and I-75 and contiguous to the north of Daniels Parkway. TAZ 640, which included the Danport DRI, currently reflects the following land uses which are expected to be constructed by the year 2020.

<u>Assigned Land Uses to TAZ 640 of the 2020 Travel Model</u>

Single-Family Dwelling Units	(250 Dwelling Units)
Retail Shopping Center	(92,000 Square Feet)
Professional Office	(835,750 Square Feet)
Hotel	(225 Rooms)

The above described land uses do not reflect the approved land uses of the Danport DRI. In other words, the land uses employed in the 2020 travel model do not reflect what was planned to be constructed within the Danport DRI.

Of the above described land uses, the following land uses were assigned to that portion of the Danport DRI within the limits of TAZ 640.

Land Uses of TAZ 640 which were allocated to the Danport DRI

Retail Shopping Center	(92,000 Square Feet)
Professional Office	(835,750 Square Feet)
Hotel	(225 Rooms)

And of those land uses which were specifically assigned to that portion of the Danport DRI within TAZ 640, the following land uses remain undeveloped.

Currently undeveloped Land Uses of the Danport DRI

Retail Shopping Center	(81,500 Square Feet)
Professional Office	(835,750 Square Feet)
Hotel	(138 Rooms)

As previously mentioned, the Daniels Interchange MPD contained the vast majority of the approved retail, office and hotel uses of the Danport DRI. Based on the land use allocations, it was estimated that 89.2 % of all traffic generated by the DRI would be from the land uses constructed within the boundaries of the 155 acre parcel. The Daniels Interchange MPD is now proposing to modify their land use schedule as follows.

Proposed Land Uses of the Daniels Interchange MPD

Single-Family Residential	(250 Dwelling Units)
Multi-Family Residential	(250 Dwelling Units)
Retail Shopping Center	(100,000 Square Feet)
Professional Office	(100,000 Square Feet)
Warehouse	(300,000 Square Feet)
Hotel	(200 Rooms)

The above described land uses are conceptual. These land uses are subject to change at the time of acquiring zoning approval. At that time, a detailed analysis of the project's traffic impacts will be provided pursuant to the Lee County Traffic Impact Statement Guidelines. The traffic statement will identify any on-site and off-site roadway improvements deemed necessary to accommodate the traffic demands associated with the project.

B. *PUBLIC FACILITIES IMPACTS*

1. ***Provide a Traffic Circulation Analysis which includes:***

a. Roadways serving the site (indicate laneage, functional classification and right-of-way width), current LOS, and LOS standard;

The primary east/west arterial serving the site will be Daniels Parkway. This roadway is currently classified by the Lee County Comprehensive Plan as a six lane divided Group "A" Arterial. The road right-of-way within the area of the project is two hundred and fifty feet (250') in width. The level of service standard for Daniels Parkway has been established at LOS "E". Refer to Tables 2 & 3 and Figure 1 for current laneage, functional classification, current LOS and LOS service volumes.

The primary north/south arterial serving the site will be Interstate I-75. This roadway is apart of the Florida Interstate Highway System (FIHS). The level of service standard for I-75 has been established at LOS "C" by the Florida Department of Transportation. Refer to Tables 2 & 3 and Figure 1 for current laneage, functional classification, current LOS and LOS service volumes.

Table 3 and Figure 1 also detail the existing 1998 peak season traffic volumes for all links being analyzed inside the project's area of influence. These traffic volumes were determined based on the historical data contained in the 1989 thru 1997 Lee County Traffic Count Reports.

b. LOS; Standard; Current; and Projected 2020 LOS under existing designation; Projected 2020 LOS under proposed designation (calculate anticipated number of trips and distribution on the roadway network, and identify resulting changes to the projected LOS); Whether the proposed development impacts road links projected to be at or below the LOS Standard;

In order to calculate the future background traffic volumes for the expected project build-out year of 2005, an annual growth rate was determined for all links under study. The compound growth factors used were derived from the information contained in the 1989 thru 1997 Lee County Traffic Count Reports. Refer to Table 3 in the report's appendix.

A comparison of trips generated by the project based on approved land uses versus the proposed land uses was performed. More specifically, the potential traffic demands associated with the currently approved land uses were compared to the potential traffic demands of the proposed land uses. The trip generations were calculated based on the methodology provided by the Trip Generation Manual of the Institute of Transportation Engineers, Sixth Edition. Tables 1A and 1B provide a comparison of the anticipated traffic demands. As shown in Table 1A, the traffic generations associated with the Daniels Interchange MPD was determined to be 89.2 % of the vested traffic of the Danport DRI. That is, the currently approved land uses within the limits of the Daniels Interchange MPD would generate 1,668 vph during the PM peak hour. As shown in Table 1B, the proposed land uses of the project would generate 1,427 vph during the PM peak hour. As such, it can be concluded that the proposed Comp Plan Amendment will significantly reduce the anticipated traffic demands placed upon the surrounding roadways.

Based on the reasoning that the proposed Comp Plan Amendment will result in significantly less traffic demands placed upon the surrounding roadways, no additional analysis is warranted.

c. Anticipate improvements/expansions (including right-of-way acquisition, number of lanes, signalization, turn lanes, and/or re-designation of functional classification) needed as a result of the proposed amendment.

As determined, the proposed Comp Plan Amendment will result in significantly less traffic demands placed upon the surrounding roadways than those currently planned for the area. Therefore, no further analysis is warranted in response to the Transportation Element Question of the Comp Plan Amendment.

However, as the project applies for final development order permits, additional traffic impact analyses will be required pursuant to the Lee County Traffic Impact Statement Guidelines. At that time, site-related improvements, as well as, off-site mitigation requirements will be identified.

d. Planned improvements/expansions in the 5 year CIP, 6-10 year CIP and long range improvements.

There are no planned improvements for Daniels Parkway or Interstate I-75 within the area of the project in the 5 year CIP or 6-10 year CIP.

The extension of Daniels Parkway (from Chamberlin Parkway to State Road 82) is planned to be completed by the year 2001. In addition, the planned extension of Three Oaks Parkway (between Alico Road and Daniels Parkway) will also provide for north/south travel. Three Oaks Parkway extension is programmed to be constructed as a six-lane divided arterial by the year 2020. The initial construction will be a four-lane divided arterial which will be completed by the year 2003.

Lee County's long range plan includes the six-laning of Interstate I-75 with special ingress/egress collector lanes. At this time, FDOT has not established a construction schedule these improvements to I-75.

e. Evaluate consistency of impact on adopted MPO plans and FDOT's 5-year Transportation Plan.

Because the proposed project is not required to mitigate any existing or future background transportation deficiencies, this amendment does not require any roadway improvements and/or the reclassification of existing roadways to support the project. Furthermore, the proposed amendment is consistent with the adopted MPO plans and FDOT's 5-year Transportation Plan.

f. Based on a-e are revisions to the Traffic Circulation and/or Capital Improvements Element necessary/included in the application.

Based on the findings described in a-e, there are no revisions to the Traffic Circulation and/or Capital Improvements Element necessary/included in the application.

TABLE 1A

VESTED 2020 TRAFFIC OF THE DANPORT DRI & DANIELS INTERCHANGE MPD

Assigned Land Uses to TAZ 640 of the 2020 Travel Model

Single-Family Dwelling Units	(250 Dwelling Units)
Retail Shopping Center	(92,000 Square Feet)
Professional Office	(835,750 Square Feet)
Hotel	(225 Rooms)

Land Uses of TAZ 640 which were allocated to the Danport DRI

Retail Shopping Center	(92,000 Square Feet)
Professional Office	(835,750 Square Feet)
Hotel	(225 Rooms)

Currently undeveloped Land Uses of the Danport DRI

Retail Shopping Center	(81,500 Square Feet)
Professional Office	(835,750 Square Feet)
Hotel	(138 Rooms)

Description	Result	Trip Generation Manual
Retail Shopping Center (81,500 s.f.)		**(LUC 820)**
Daily Trips	5,976 ADT	Ln(T) = 0.643 Ln(X) + 5.866
PM Total:	549 vph	Ln(T) = 0.660 Ln(X) + 3.403
Professional Office (835,750 s.f.)		**(LUC 750)**
Daily Trips	9,544 ADT	T = 11.42(X)
PM Total:	1,254 vph	T = 1.5(X)
Hotel (138 Rooms)		**(LUC 310)**
Daily Trips	1,136 ADT	T = 8.23(X)
PM Total	67 vph	Ln(T) = 1.212 Ln(X) - 1.763

Total vested traffic of the undeveloped areas of the Danport DRI

Daily Trips	16,656 ADT
PM Total	1,870 vph

Total vested traffic of the Daniels Interchange M.P.D.
(i.e. 89.2% Danport DRI vested traffic)

Daily Trips	14,857 ADT
PM Total	1,668 vph

TABLE 1B
DANIELS INTERCHANGE M.P.D.
Trip Generation

Single-Family Residential	(250 Dwelling Units)
Multi-Family Residential	(250 Dwelling Units)
Retail Shopping Center	(100,000 Square Feet)
Professional Office	(100,000 Square Feet)
Warehouse	(300,000 Square Feet)
Hotel	(200 Rooms)

Description	Result	Trip Generation Manual
Single Family		**(LUC 210)**
Daily Trips	2,408 ADT	Ln(T) = 0.920 Ln(X) + 2.707
PM Total:	245 vph	Ln(T) = 0.901 Ln(X) + 0.527
Multi-Family Attached		**(LUC 230)**
Daily Trips	1,418 ADT	Ln(T) = 0.850 Ln(X) + 2.564
PM Total:	131 vph	Ln(T) = 0.827 Ln(X) + 0.309
Retail Shopping Center		**(LUC 820)**
Daily Trips	6,817 ADT	Ln(T) = 0.643 Ln(X) + 5.866
PM Total:	628 vph	Ln(T) = 0.650 Ln(X) + 3.403
Professional Office		**(LUC 750)**
Daily Trips	1,142 ADT	T = 11.42(X)
PM Total:	150 vph	T = 1.5(X)
Warehouse		**(LUC 150)**
Daily Trips	1,488 ADT	T = 4.96(X)
AM Total:	168 vph	Ln(T) = 0.754 Ln(X) + 0.826
Hotel		**(LUC 310)**
Daily Trips	1,646 ADT	T = 8.23(X)
PM Total	105 vph	Ln(T) = 1.212 Ln(X) - 1.763

Total Project Traffic

Daily Trips	14,919 ADT
PM Total	1,427 vph

TABLE 2

LEVEL OF SERVICE VOLUMES

ROADWAY	SEGMENT	ROADWAY CLASS	LOS A VOLUME	LOS B VOLUME	LOS C VOLUME	LOS D VOLUME	LOS E VOLUME
Daniels Pkwy	E. of Six Mile Pkwy	6LD AA	4680	4930	5090	5360	5640
	W. of I-75	6LD AA	4680	4930	5090	5360	5640
	E. of Treeline Ave	6LD AA	4680	4930	5090	5360	5640
I-75	S. of Daniels Pkwy	4LD F	3340	3570	4998	6128	6690
	S. of Palm Beach Blvd	4LD F	3340	3570	4998	6128	6690

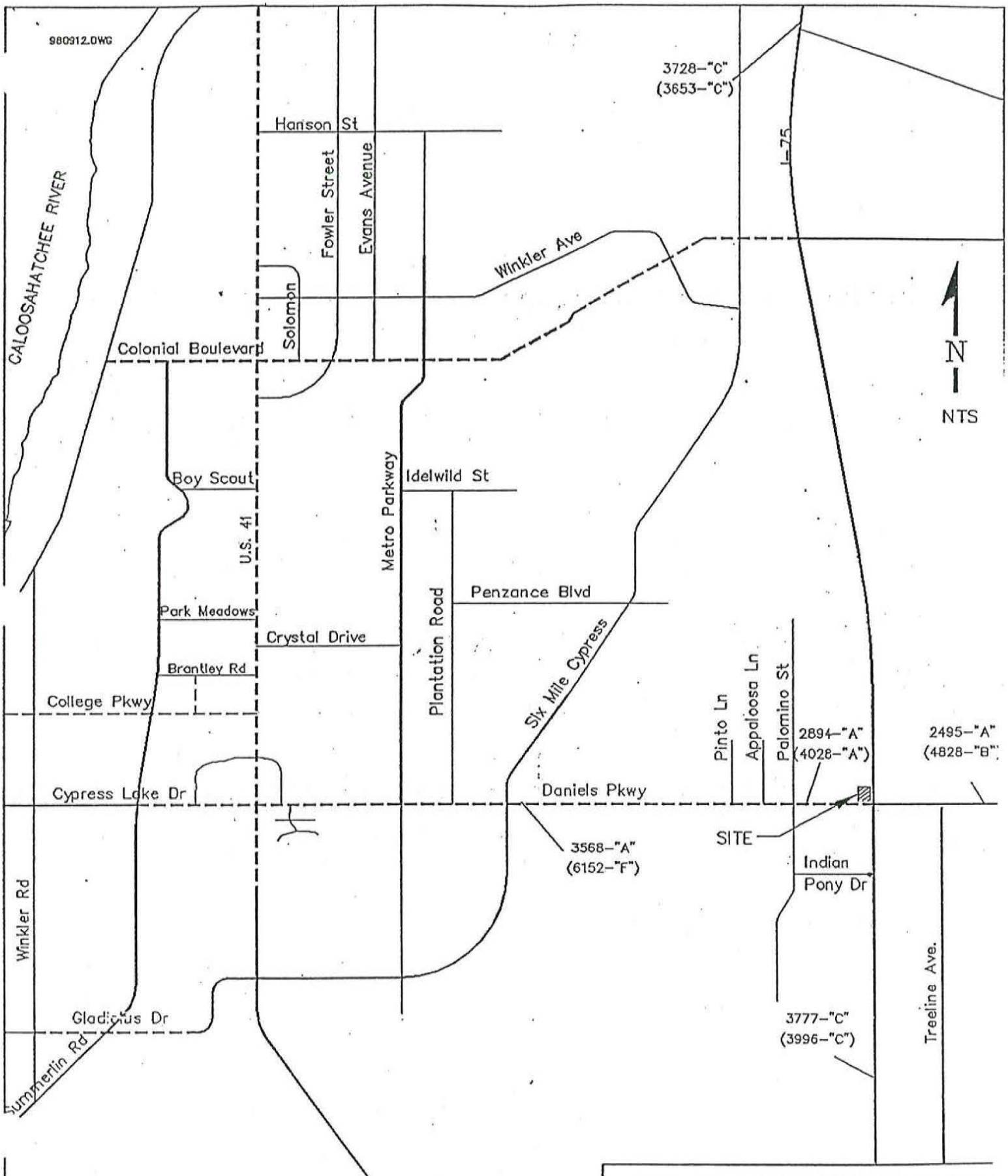
TABLE 3

LEE COUNTY TRAFFIC COUNTS AND CALCULATIONS

FILE: 96COUNTS 7% Truck Adjustment = 0.934

P. C. S.		P. C. S.		P. C. S.	
PCS NO. 1	1.08	PCS NO. 10	1.07	PCS NO. 30	1.13
PCS NO. 2	1.07	PCS NO. 11	1.07	PCS NO. 31	1.13
PCS NO. 3	1.21	PCS NO. 12	1.21	PCS NO. 32	1.24
PCS NO. 4	1.09	PCS NO. 13	1.07	PCS NO. 33	1.33
PCS NO. 5	1.08	PCS NO. 14	1.00	PCS NO. 34	1.07

ROADWAY	SEGMENT	PCS	BASE YR ADT	1997 ADT	YRS OF GROWTH	ANNUAL RATE	1998 PK HR PK SEASON	2005 PK HR PK SEASON
Daniels Pkwy	E. of Six Mile Pkwy	31	26500	39100	5	8.09%	3568	6152
	W. of I-75	31	23500	32700	7	4.83%	2894	4028
	E. of Treeline Ave	32	16800	24500	4	9.69%	2495	4828
I-75	S. of Daniels Pkwy	4	44900	46000	3	0.81%	3777	3996
	S. of Palm Beach Blvd	4	46300	45900	3	-0.29%	3728	3653



LEGEND

000-"C" 1998 PEAK SEASON PEAK HR./LEVEL OF SERVICE
(000-"C") 2005 TRAFFIC CONDITIONS/LEVEL OF SERVICE

1998 AND 2005 TRAFFIC CONDITIONS

DANIELS INTERCHANGE MPD
LAND USE MAP AMENDMENT

980912

THE ZDATA1 COMPARISON OF 1990, 2010, AND 2020

TAZ	1990 SF DU	2010 SF DU	2020 SF DU	1990 MF DU	2010 MF DU	2020 MF DU	1990 HOTEL/MOTEL UNITS	2010 HOTEL/MOTEL UNITS	2020 HOTEL/MOTEL UNITS
618	0	0	0	0	0	0	0	0	0
619	118	9	9	1127	1313	1318	0	0	0
620	316	431	435	226	312	333	0	0	0
621	28	537	625	7	133	175	0	0	0
622	201	368	368	337	450	466	0	0	0
623	0	0	0	0	0	0	0	0	0
624	0	0	0	0	0	0	0	0	0
625	1	0	0	19	32	32	146	146	146
626	32	2449	3485	0	368	3277	0	0	0
627	27	2	2	274	341	370	12	12	12
628	684	758	758	53	0	0	0	125	125
629	132	130	132	152	194	204	23	23	104
630	208	230	235	96	115	123	0	0	0
631	206	229	229	17	0	0	224	224	224
632	5	152	257	0	36	64	0	0	0
633	195	213	218	447	558	604	0	0	0
634	155	236	245	12	0	0	0	0	0
635	132	78	79	784	925	987	153	153	153
636	29	14	13	3	2	1	0	0	0
637	15	145	163	5	329	382	0	0	0
638	281	626	683	727	1795	1818	0	0	0
639	4	0	0	201	251	263	0	0	0
640	15	198	227	1	22	22	0	225	225
641	1	12	32	0	1	5	0	0	0
642	0	0	0	0	0	0	0	0	0
643	13	30	63	6	26	85	0	0	0
644	12	102	165	2	28	50	0	0	0
645	4	23	57	0	12	50	0	0	0
646	500	560	569	118	132	147	0	0	0
647	41	563	637	68	370	420	0	0	0
648	252	280	285	43	71	81	0	0	0
649	25	262	303	1	55	73	0	0	0
650	771	1261	1327	372	882	970	0	0	0
651	119	1031	1160	13	253	293	0	0	0
652	396	434	442	7	0	0	0	0	0
653	15	0	0	3	0	0	0	0	0
654	240	238	238	453	477	477	0	0	0
655	104	175	184	6	0	0	0	0	0

DATA COMPARISON OF 1990, 2010, AND 2020

	2 1(	.0 X	9 0	.0 C	X X	19 X	2.1 /	20_0	.9,0 Total	010 Total	2020 Total	990 Schoo	2010 School	020 Schoo
	Industria	Industrial	ommercial	Commercial	ommercia	Service	Service	Service	Employme	Employm	Employment	Enrollment	Enrollment	Enrollment
2	12	14	97	88	90	131	144	143	230	244	247	0	0	0
0	10	12	395	442	468	52	221	257	447	673	737	0	0	0
93	49	44	67	414	487	48	494	591	208	957	1122	0	0	0
0	0	0	0	440	530	0	321	392	0	761	922	0	0	0
25	13	12	82	52	49	67	359	421	174	424	482	0	0	0
5	8	8	82	61	60	8	26	29	95	95	97	0	0	0
19	19	19	195	166	168	84	102	104	298	287	291	0	0	0
72	60	60	73	121	132	173	172	168	318	353	360	0	0	0
0	1432	1702	0	489	720	62	398	476	62	2319	2898	0	1000	1000
2	5	5	27	24	25	9	20	22	38	49	52	0	0	0
56	30	26	11	7	7	12	10	9	79	47	42	0	0	0
8	11	11	58	49	50	12	34	37	78	94	98	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
49	26	23	280	252	259	76	137	148	405	415	430	0	0	0
0	0	0	0	10	11	0	16	20	0	26	31	0	0	0
4	3	3	0	0	0	0	0	0	4	3	3	0	0	0
1	4	4	0	0	0	0	0	0	1	4	4	0	0	0
2	10	12	208	174	175	22	53	58	232	237	245	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
33	19	17	0	239	303	7	228	299	40	486	619	0	1100	1220
28	15	13	543	455	461	132	579	675	703	1049	1149	0	0	0
0	0	0	0	181	230	0	1820	2407	0	2001	2637	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0	153	182	82	69	70	91	131	137	173	353	389	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	11	85	94	0	0	0	11	85	94	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15	13	13	4	4	4	1	13	16	20	30	33	0	0	0
0	14	17	1	36	43	0	103	120	1	153	180	0	0	0
0	0	0	0	0	0	0	3	3	0	3	3	0	0	0
734	477	450	345	434	467	190	470	527	1269	1381	1444	0	0	0
12	9	8	9	11	11	30	223	253	51	243	272	0	2000	2000
15	13	13	0	50	60	1	18	21	16	81	94	0	0	0
0	3	3	0	0	0	0	0	0	0	3	3	0	0	0
24	13	11	426	321	318	282	370	382	732	704	711	0	0	0
125	66	59	678	649	672	205	256	261	1008	971	992	0	0	0
0	0	0	0	0	0	4	5	6	4	5	6	0	0	0
1	1	1	48	200	233	4	394	480	53	595	714	0	0	0
0	0	0	0	8	9	0	2	3	0	10	12	0	0	0
19	10	9	189	1451	1715	723	780	773	931	2241	2497	318	318	418
0	0	0	0	120	145	0	0	0	0	120	145	0	0	0
12	80	94	35	260	307	89	160	173	136	500	574	0	0	0
9	8	8	0	0	0	1	6	7	10	14	15	0	0	0
36	19	17	1134	1427	1535	709	1184	1269	1879	2630	2821	0	0	0
8	95	113	0	55	65	11	743	860	19	893	1038	0	0	0
17	18	18	63	712	847	69	525	624	149	1255	1489	0	0	0
1	1	1	439	726	802	286	273	262	726	1000	1065	0	0	0
0	138	164	0	98	145	0	26	32	0	262	341	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6	17	19	0	35	41	12	68	77	18	120	137	0	0	0
0	67	80	0	168	199	1	292	339	1	527	618	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	58	64	0	16	20	0	74	84	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	22	24	0	18	22	0	40	46	0	0	0
0	0	0	0	22	25	0	7	8	0	29	33	0	0	0
0	508	604	0	355	522	0	1640	2031	0	2503	3157	0	0	0
0	7	9	0	0	0	1809	1991	1981	1809	1998	1990	0	0	0
9	25	29	286	293	306	451	802	819	746	1120	1154	2314	2614	2614
0	0	0	0	0	0	0	0	1	0	0	1	0	0	0
0	0	0	51	40	40	848	1398	1455	899	1438	1495	0	0	0
140	74	66	0	165	199	0	549	671	140	788	936	0	0	0
26	121	140	14	2776	3336	322	2348	2787	362	5245	6263	0	0	0
47	25	22	14	50	58	512	2102	2440	573	2177	2520	0	0	0
0	42	51	28	618	777	27	304	393	55	964	1221	0	1500	1500
0	0	0	0	13	15	0	4	5	0	17	20	0	0	0
2	6	7	1174	1308	1385	281	2467	2943	1457	3781	4335	0	2400	2400
539	608	636	621	913	999	253	1149	1340	1413	2670	2975	0	0	0
0	0	0	0	38	42	0	11	14	0	49	56	0	0	0
1	1	1	32	23	23	48	173	202	81	197	226	0	1500	1625
0	0	0	0	42	47	0	12	15	0	54	62	0	0	0
0	0	0	530	541	573	0	389	515	530	930	1088	0	0	0
0	0	0	0	47	53	0	13	16	0	60	69	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4	2	2	0	0	0	0	28	34	4	30	36	0	0	0

TYPICAL EMPLOYMENT CONVERSION FACTORS

(October, 1991)

Land Use	Employees/ 1,000 Sq. Ft.[1]	Source[2]
Industrial		
Industrial	1.89	DCA
General Light Industrial	2.16	ITE, p. 82
Industrial Park	2.00	ITE, p. 125
Warehousing	1.28	ITE, p. 183
Office		
General Office, Below 100,000	3.39 4.80	ITE, p. 940 DCA
General Office, 100,000-200,000	3.84 4.40	ITE, p. 940 DCA
General Office, 201,000-500,000	3.22 3.50	ITE, p. 940 DCA
General Office, Above 500,000	2.88 3.50	ITE, p. 940 DCA
General Office, Average	3.29 4.00	ITE, p. 940 DCA
Medical-Dental Office Building	4.83	ITE, p. 975
Office Park	3.59	ITE, p. 1036
Research and Development Center	2.47	ITE, p. 1058
Retail/Commercial		
Retail/Commercial	2.50	DCA

Land Use	Employees/ 1,000 Sq. Ft.[1]	Source[2]
* Specialty Retail Center	1.82	ITE, p. 1126
Discount Store	1.53	ITE, p. 1135
Quality Restaurant	7.46	ITE, p. 1248
High-Turnover Restaurant	9.92	ITE, p. 1267
Fast-Food Restaurant (with Drive-Thru)	10.90	ITE, p. 1305
Walk-In Bank	2.10 (Estimate)	ITE, p. 1468
Drive-In Bank	3.82 (Estimate)	ITE, p. 1487
Hotel/Motel		
Hotel	0.90/room	ITE, p. 518
Business Hotel	0.80/room	ITE, p. 539
Motel	0.44/room	ITE, p. 549
* Resort Hotel	0.60/room	ITE, p. 568

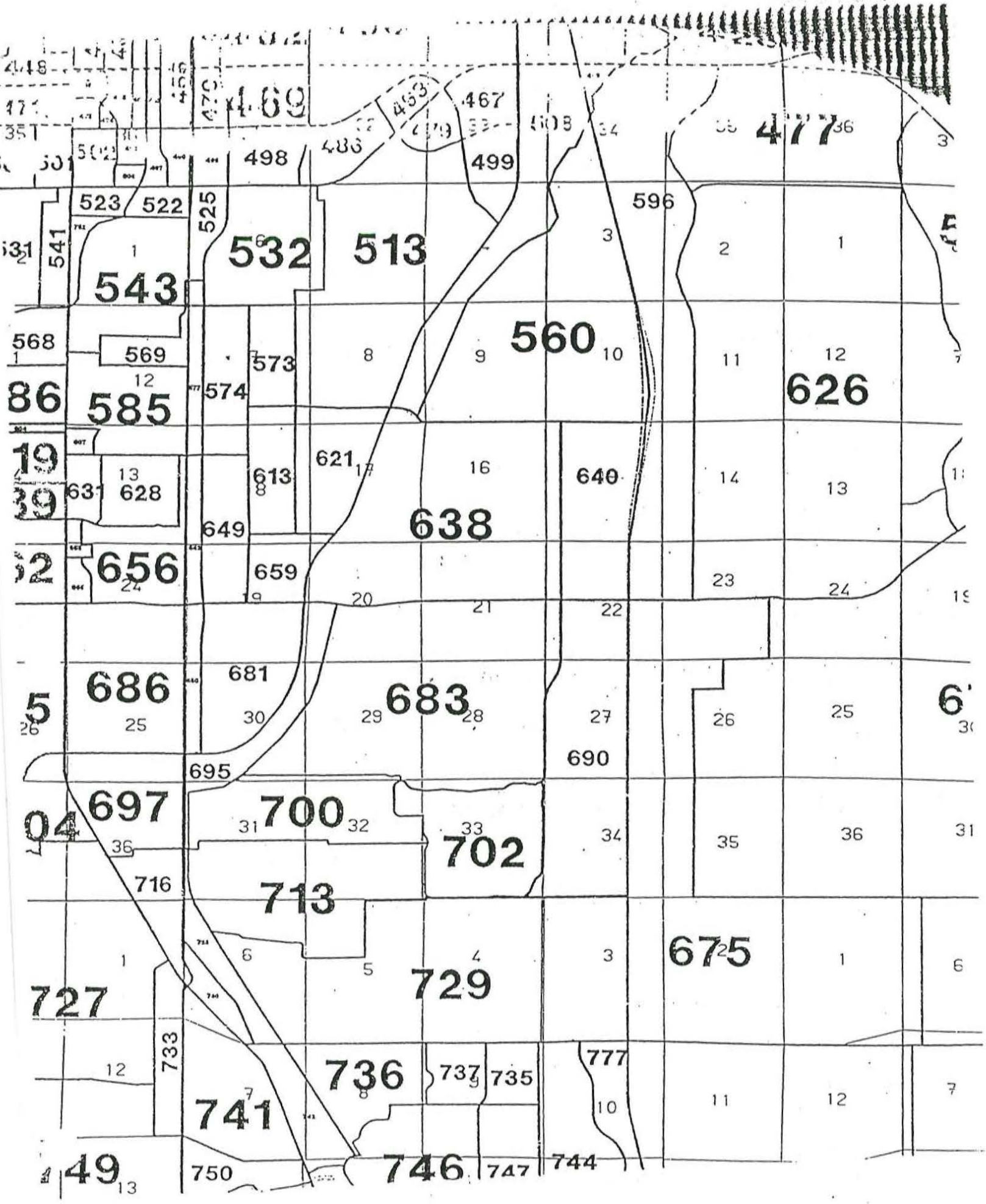
Footnotes:

1) Employees per 1,000 square feet Gross Floor Area (GFA), except as otherwise noted.

2) SOURCE: ITE - Institute of Transportation Engineers. Trip Generation, Fifth Edition.

ITE4 - Institute of Transportation Engineers. Trip Generation, Fourth Edition.

DCA - Florida Department of Community Affairs. Draft report titled Housi Demand, Supply and Need Methodology (April 24, 1991), Appendix A.



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LEE COUNTY ORDINANCE NO. 99-18

AN ORDINANCE AMENDING THE LEE COUNTY COMPREHENSIVE PLAN, COMMONLY KNOWN AS THE "LEE PLAN" AS ADOPTED BY ORDINANCE NO. 89-02, AS AMENDED, SO AS TO ADOPT THAT AMENDMENT KNOWN LOCALLY AS PAM/T 98-07 APPROVED IN CONJUNCTION WITH ADOPTION OF LEE COUNTY'S 1998/1999 REGULAR COMPREHENSIVE PLAN AMENDMENT CYCLE; PROVIDING FOR AMENDMENTS TO THE ADOPTED TEXT AND MAPS; PROVIDING FOR PURPOSE AND SHORT TITLE; PROVIDING FOR ADOPTION OF THE SPECIFIED AMENDMENT TO THE LEE COUNTY COMPREHENSIVE PLAN; PROVIDING FOR THE LEGAL EFFECT OF "THE LEE PLAN"; PROVIDING FOR GEOGRAPHICAL APPLICABILITY; PROVIDING FOR SEVERABILITY, CODIFICATION, SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE.

WHEREAS, the Lee County Comprehensive Plan (hereinafter referred to as the "Lee Plan") Policy 2.4.1 and Chapter XIII, provides for adoption of Plan Amendments with such frequency as may be permitted by applicable state statutes, in accordance with such administrative procedures as the Board of County Commissioners may adopt; and,

WHEREAS, the Lee County Board of County Commissioners, in accordance with Section 163.3181, Florida Statutes, and Lee County Administrative Code AC-13-6 further provides an opportunity for individuals to participate in the plan amendment public hearing process; and,

WHEREAS, the Lee County Local Planning Agency (hereinafter referred to as the "LPA") held statutorily prescribed public hearings pursuant to Chapter 163, Part II, Florida Statutes, and Lee County Administrative Code AC-13-6 on March 22, 1999; and,

WHEREAS, the Board of County Commissioners, pursuant to Chapter 163, Part II, Florida Statutes, and Lee County Administrative Code AC-13-6, held a statutorily prescribed public hearing for the transmittal of the amendments being proposed on June 4, 1999, and June 10; and at said hearing approved a motion to send, and did later send, the proposed amendments to the Florida Department of Community Affairs (hereinafter

referred to as "DCA") for their review and comment pursuant to Chapter 163, Part II, Florida Statutes; and,

WHEREAS, at the June 10, 1999 meeting, pursuant to Chapter 163, Part II, Florida Statutes, the Board of County Commissioners did announce its intention to hold a public hearing after the receipt of DCA's written comments commonly referred to as the "ORC Report," which were later received on September 24, 1999 by the Chairman of the Lee County Board of County Commissioners; and,

WHEREAS, the Board of County Commissioners during its statutorily prescribed public hearing for the plan amendments on November 22, 1999, moved to adopt said proposed amendments as more particularly set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA, THAT:

SECTION ONE: PURPOSE, INTENT AND SHORT TITLE

The Board of County Commissioners of Lee County, Florida, in compliance with Chapter 163, Part II, Florida Statutes, and with Lee County Administrative Code AC-13-6, has conducted a series of public hearings to review the proposed amendments to the Lee Plan. The purpose of this ordinance is to adopt those amendments to the Lee Plan discussed at said meetings and approved by an absolute majority of the Board of County Commissioners. The short title and proper reference for the Lee County Comprehensive Plan, as hereby amended, shall continue to be the "Lee Plan." This ordinance may be referred to as the "1998/1999 Regular Comprehensive Plan Amendment Cycle PAM/T 98-07 Ordinance."

SECTION TWO: ADOPTION OF LEE COUNTY'S 1998/1999 REGULAR COMPREHENSIVE PLAN AMENDMENT CYCLE

The Lee County Board of County Commissioners hereby amends the existing Lee Plan, adopted by Ordinance Number 89-02, as amended, by adopting amendments, as revised by the Board of County Commissioners on November 22, 1999, known as PAM/T 98-07 which amend the text of the Lee Plan as well as the Future Land Use Map series of the Lee Plan.

In addition, the above-mentioned Staff Report and Analysis, along with all attachments for this amendment are hereby adopted as "Support Documentation" for the Lee County Comprehensive Plan.

SECTION THREE: LEGAL EFFECT OF THE "LEE PLAN"

No public or private development shall be permitted except in conformity with the Lee Plan, and all land development regulations and land development orders shall be consistent with the Lee Plan as so amended.

SECTION FOUR: GEOGRAPHIC APPLICABILITY

The Lee Plan shall be applicable throughout the unincorporated area of Lee County, Florida, except in such unincorporated areas as are included in any joint or interlocal agreements with other local governments that specifically provide otherwise.

SECTION FIVE: SEVERABILITY

The provisions of this ordinance are severable and it is the intention of the Board of County Commissioners of Lee County, Florida, to confer the whole or any part of the powers herein provided. If any of the provisions of this ordinance shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not

affect or impair any remaining provision of this ordinance. It is hereby declared to be the legislative intent of the Board of County Commissioners that this ordinance would have been adopted had such unconstitutional provisions not been included therein.

SECTION SIX: INCLUSION IN CODE, CODIFICATION, SCRIVENERS' ERROR

It is the intention of the Board of County Commissioners that the provisions of this ordinance shall become and be made a part of the Lee County Code; and that sections of this ordinance may be numbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intention; and regardless of whether such inclusion in the code is accomplished, sections of this ordinance may be renumbered or relettered, and the correction of typographical errors which do not affect the intent, may be authorized by the County Administrator, or his or her designee, without need of public hearing, by filing a corrected or recodified copy of same with the Clerk of the Circuit Court.

SECTION SEVEN: EFFECTIVE DATE

The plan amendments adopted herein shall not be effective until a final order is issued by the DCA or Administration Commission finding the amendment in compliance with Section 163.3184, Florida Statutes, whichever occurs earlier. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the DCA, Bureau of Local Planning, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.

THE FOREGOING ORDINANCE was offered by Commissioner Judah who moved its adoption. The motion was seconded by Commissioner Manning and, being put to a vote, the vote was as follows:

JOHN MANNING	AYE
DOUGLAS ST. CERNY	AYE
RAY JUDAH	AYE
ANDREW COY	AYE
JOHN ALBION	AYE

DONE AND ADOPTED this 22nd day of November, 1999.

ATTEST:
CHARLIE GREEN, CLERK

BY: _____
Deputy Clerk

LEE COUNTY
BOARD OF COUNTY COMMISSIONERS

BY: _____
Chairman

DATE: 11/24/99

Approved as to form by:

_____
County Attorney's Office

2465 Highland Ave.
Ft. Myers Fl. 33916

Florida Recycling Services, Inc.

September 12, 2000

Dear Mr. Hutchcraft

This letter concerns the 150-acre parcel at the northwest quadrant of the intersection of I- 75 and Daniels Parkway. Effective 10-01-2000 this area will be serviced by Florida Recycling Services for solid waste collection. FRS sends combustible wastes to the County's Waste to Energy Facility and non- combustible waste to the Gulf Coast Land fill. There will be no impact on FRS and we will be able and have the ability to provide the service that will be needed. If you have any questions please fill free to call me at 407-332-8500.

Sincerely,

Rodgers Wilkinson

Rodgers Wilkinson
Area Manager.

Recycle to benefit the enviroment

THE SCHOOL DISTRICT OF LEE COUNTY

2055 CENTRAL AVENUE • FORT MYERS, FLORIDA 33901-3988 • (941) 334-1102 • FAX (941) 337-8378

PATRICIA ANN RILEY
CHAIRMAN • DISTRICT 3

KATHERINE BOREN
VICE CHAIRMAN • DISTRICT 4

TERRI K. WAMPLER
DISTRICT 1

LANNY MOORE, SR.
DISTRICT 2

LISA POCKRUS
DISTRICT 5

BRUCE HARTER, PH.D.
SUPERINTENDENT

KEITH B. MARTIN
BOARD ATTORNEY

September 7, 2000

Mr. Mitch Hutchcraft, AICP
Executive Vice President
Vanasse & Daylor, LLP
12730 New Brittany Boulevard, Suite 600
Fort Myers, FL 33907

Re: Request for Determination of Adequacy
Proposed Lee Plan Amendment, Daniels Interchange

Dear Mr. Hutchcraft:

This letter is in response to your request for a determination of adequacy from the Lee County School District on a plan amendment submitted to Lee County. The existing property could contain up to 500 residential dwelling units. This would generate approximately 155 public school students, based on an estimated student generation rate of .31 per dwelling unit for South Lee County, creating a need for up to 7 new classrooms in the District. According to the FY 00-01 District budget, expenditures per Full Time Equivalent (FTE) student are $5,907.00, creating a financial impact of up to $915,585.00 to the District.

The proposed amendment would decrease the units by 26 for a total of 474 residential dwelling units, generating approximately 147 public school students, the need for six additional classrooms in the District, and a financial impact of up to $868,329.00. Thus, the proposed plan amendment would reduce the potential impact by 8 students and one classroom in comparison with the existing land use category now assigned the property. The net difference would lower the potential financial impact to the District by $47,256.00 but would nevertheless create impacts to the District and its resources.

If you have any further questions or comments, please give me a call.

Sincerely,

Stephanie Keyes

Stephanie Keyes, Facilities Planner
Facilities Management and Capital Projects

cc: Frederick Gutknecht, Director, Facilities Management and Capital Projects

Daniels9-7-00.doc

SOUTH TRAIL
FIRE PROTECTION & RESCUE
SERVICE DISTRICT

Emergency 911

5531 Halifax Avenue
Fort Myers, Florida 33912

Business 433-0080
FAX 433-1941

Prevention 482-8030
FAX 433-2185

September 6, 2000

Mitch Hutchcraft, RLA, AICP
Vanasse & Daylor, LLP
12730 New Brittany Blvd., Suite 600
Fort Myers, FL 33907

Re: Comprehensive Plan Amendment, Daniels Interchange

Dear Mr. Hutchcraft:

This is in response to your September 6th letter requesting our District's input into the proposed comprehensive plan amendment for the northwest quadrant of the I-75/Daniels Parkway interchange. From your correspondence, you have indicated a less intensive land use with fewer residential units, minimal commercial use and no industrial use.

Based upon the information provided there should be no additional impact upon our resources other than that which is contemplated through the capital development mitigation required by the Lee County Fire/EMS Impact Fee Ordinance. As you are aware, the site is currently served by a fire substation, (with ALS service), located directed across the street on Daniels Parkway. The South Trail Fire District is also in the process of planning for construction, a new substation, to be built approximately three miles East of your project within the Gateway community.

Should you have any questions with regards to this response, please do not hesitate to contact my office.

Respectfully,

Clifford H. Paxson

Clifford H. Paxson
Chief

B.3

LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: 335-1604

John E. Manning
District One

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing Examiner

September 12, 2000

Mitch Hutchcraft, ASLA, AICP
Vanasse & Daylor, LLP
8270 College Parkway, Suite 205
Fort Myers, Florida 33919

Re: Comprehensive Plan Amendment for Daniels Interchange

Dear Mr. Hutchcraft:

Thank you for sending me information regarding the Comprehensive Plan Amendment for Daniels Interchange. When completed, Lee County EMS will provide emergency care to the residents and visitors of this area.

If the amendment is successful, the proposed build out population of 500 residential units, with two residence per dwelling based on the factor of 126 calls per 1,000 population, the estimated annual EMS impact is 126 calls. The impact of this amendment would not affect the levels of service provided by Lee County Emergency Medical Service.

If you would like to discuss this further, please call me at the above referenced number.

Respectfully submitted,

DIVISION OF PUBLIC SAFETY

H.C. "Chris" Hansen
EMS Program Manager

e. Mass Transit

Recently, Lee Tran has extended service on Daniels Parkway in the vicinity of the subject site. Route 85 provides access to the Bell Tower and the International Airport, as well as connection to the remainder of the Lee Tran service area. A copy of the Lee Tran Route Map is attached.

f. Schools:

The proposed development is anticipated to be a high-end residential development, which typically generates minimal demand on school resources. Further, the anticipated product type is expected to range from a low of $250,000 - $1,000,000 and higher. Because of the increase in property values and the low generation of school demand, it is anticipated that the project will have a positive net impact on the school system. Attached in Appendix "B3" is a copy of the letter provided by the Lee County School District.

C. Environmental Impacts:

C.1. FLUCCS Mapping:

The subject property is predominated by agriculture or impacted FLUCCS categories, with minimal wetland areas. A copy of the FLUCCS Mapping prepared by Boylan Environmental Services is attached.

C.2. Soils:

Exhibit C.2. depicts the soils found on the property, as depicted in the Soil Classification Survey for Lee County. There are 4 different soil classifications within the subject property. Listed below is each of the classifications and their descriptions.

(26) Pineda Fine Sand

This is a nearly level, poorly drained soil on sloughs. Slopes are smooth to slightly concave and range from 0 to 1 percent. Natural vegetation consists of pineland threeawn, panicums, sedges, maidencain, wax myrtle, South Florida slash pine, and scattered clumps of saw palmetto.

(27) Pompano Fine Sand

This is a nearly level, poorly drained soil in depressions. Slopes are concave and less than 1 percent. Natural vegetation consists of St. Johnswort and wax myrtle.

(28) Immokalee Sand

This is a nearly level, poorly drained soil in flatwoods areas. Slopes are smooth to convex and range from 0 to 2 percent. Natural vegetation consists of saw palmetto, fetterbush, pineland threeawn, and South Florida slash pine.

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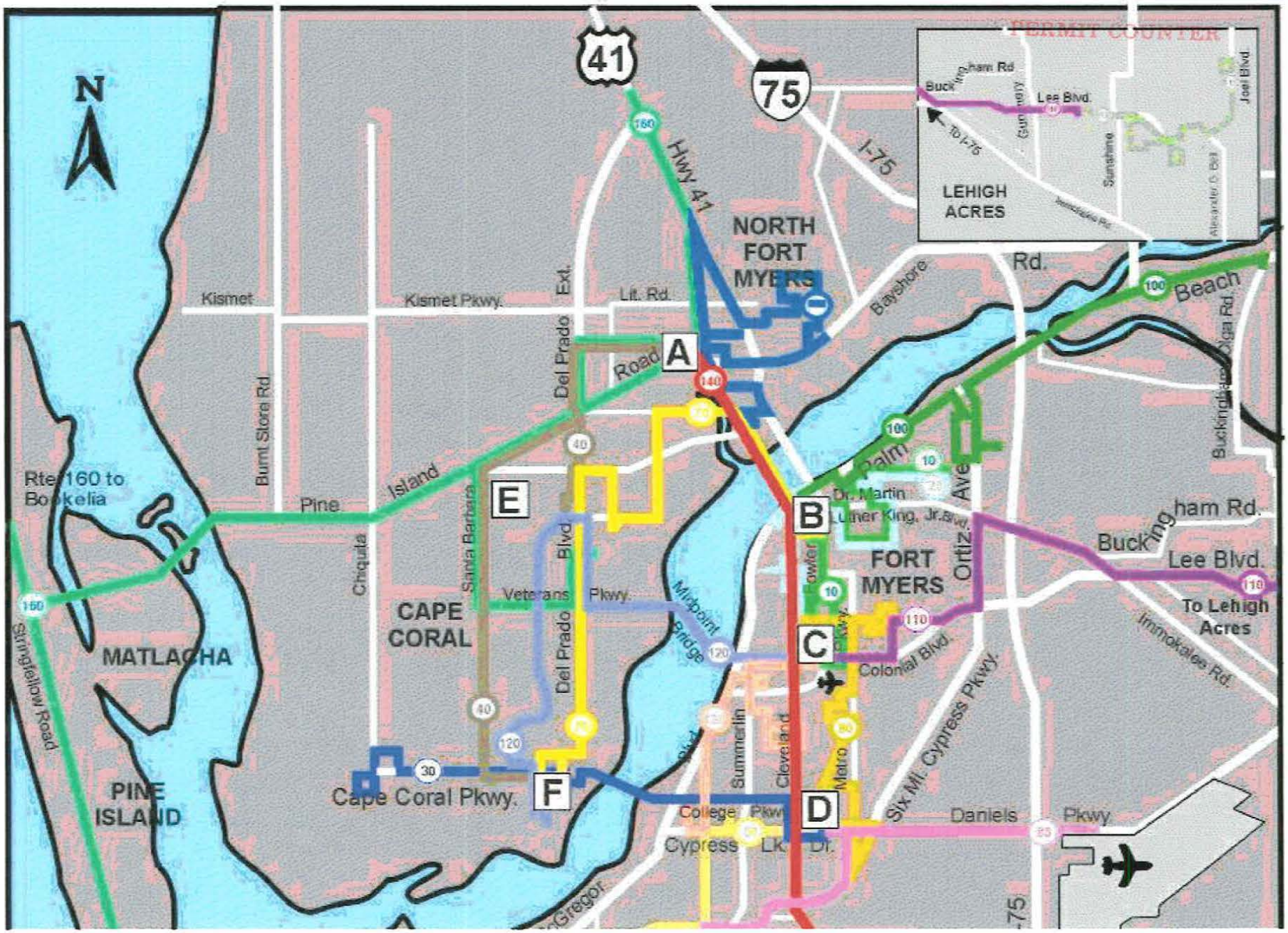

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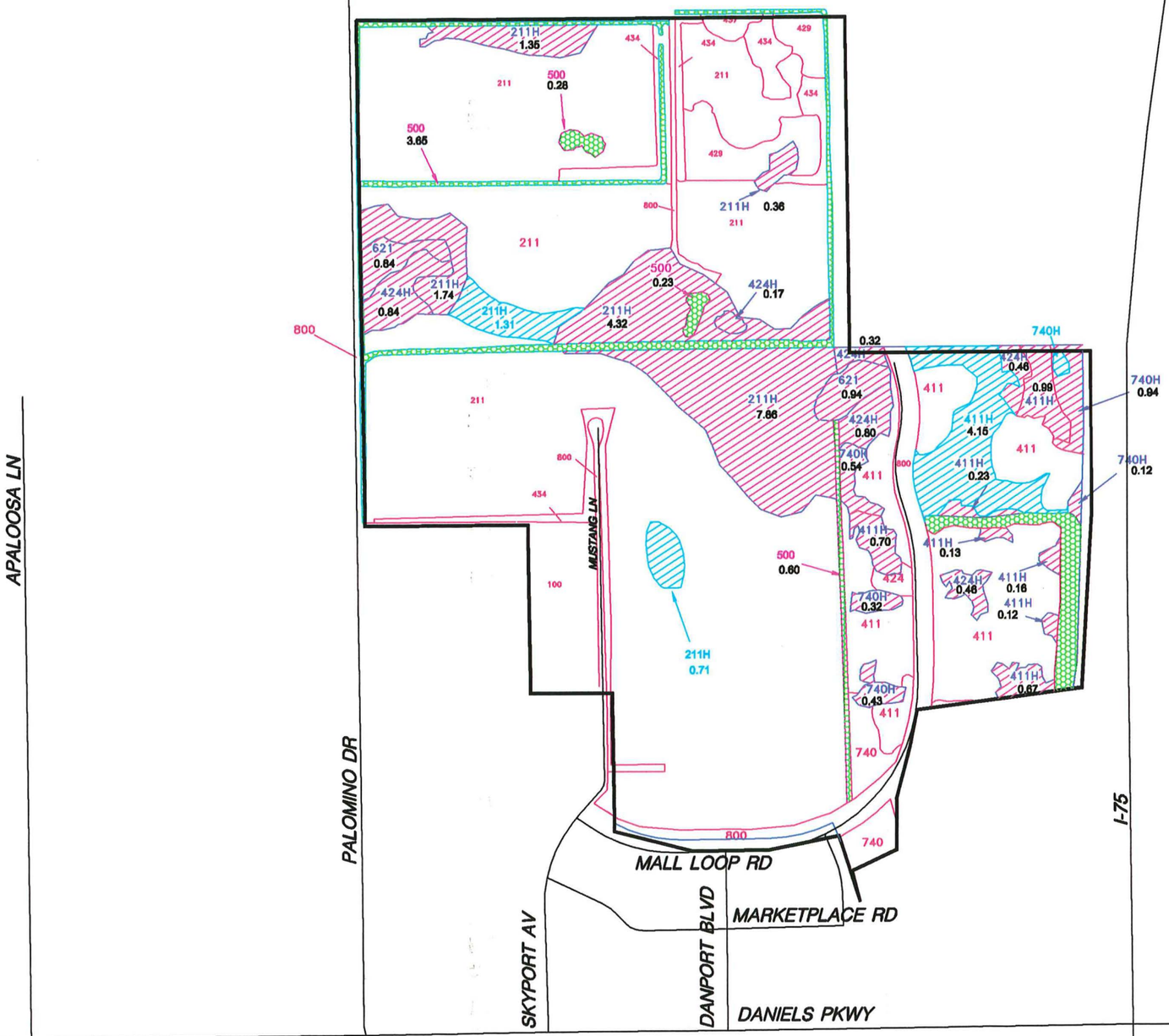


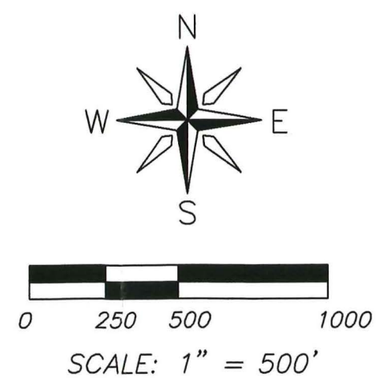
FLUCCS		APPROX. ACREAGE
211H	WET PASTURE	26.35
211H	WET PASTURE	7.38 (ACOE ONLY)
411H	FLATWOOD WETLANDS	3.00
424H	MELALEUCA WETLANDS	51.86
500	DITCHES - OPEN WATER	31.46
621	CYPRESS	30.57
621/424	CYPRESS - MELALEUCA	3.17
624	PINE - CYPRESS	4.70
624/424	PINE - CYPRESS - MELALEUCA	16.20
643	WET PRAIRIE	1.75
740H	DISTURBED WETLANDS	1.29
	UPLANDS	364.69
		542.42

TOTAL UPLANDS = +/- 364.69 ACRES
TOTAL ACOE & SFWMD WETLANDS = +/- 138.89 ACRES
OPEN WATER = +/- 31.46 ACRES
ACOE ONLY WETLANDS = +/- 7.38 ACRES

SFWMD & ACOE JURISDICTIONAL WETLANDS, 138.89 ACRES

DITCHES & BORROW AREAS, 31.46 ACRES

ACOE ONLY WETLANDS, 7.38 ACRES



SCALE: 1" =500'
DRAWN: BKM 9-5-00
CHECKED: MAH 9-5-00
APPROVED: MAH 9-5-00

PREPARED FOR:
WORTHINGTON HOLDINGS, Inc.
14291 Metro Parkway
Bldg. 1300
Fort Myers, FL 33912

PROJECT LOCATION:
SEC 22 & 15 TWP 45S RNG 25E
LEE COUNTY, FLORIDA

VANASSE & DAYLOR, LLP
8270 College Parkway
Suite 205
Fort Myers, Fl 33919
Planners • Landscape Architects • Civil Engineers • Environmental Scientists
Tel: 941-437-4601 • Fax: 941-437-4636 • email: admin@VANDAY.com

PROJECT & SHEET TITLE:
COMPREHENSIVE PLAN AMENDMENT
FLUCCS EXHIBIT

PROJECT NO: 80306
ACAD NO: FLUCCS

Sheet No. 1 of 1

C.1

RECEIVED
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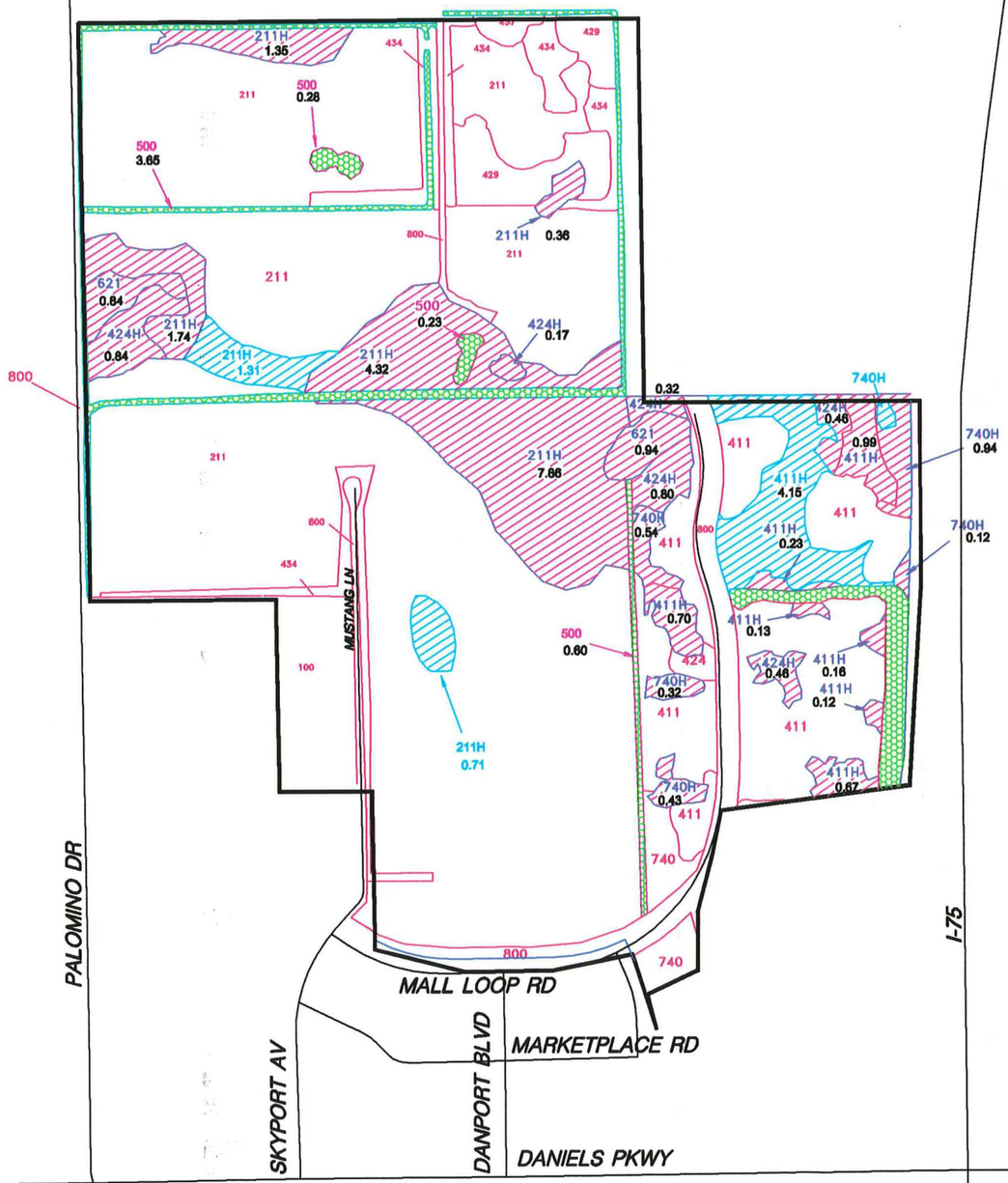
PERMIT COUNTER



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TOTAL ACOE & SFWMD WETLANDS = +/- 138.89 ACRES
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SFWMD & ACOE JURISDICTIONAL WETLANDS, 138.89 ACRES

DITCHES & BORROW AREAS, 31.46 ACRES

ACOE ONLY WETLANDS, 7.38 ACRES

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SCALE: 1" = 500'

SCALE:	1" =500'	
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APPROVED:	MAH	9-5-00

The information shown on these plans is subject to change, as may all information prior to ending all construction activities.

WORTHINGTON HOLDINGS, Inc.
14291 Metro Parkway
Bldg. 1300
Fort Myers, FL 33912

SEC 22 & 15 TWP 45S RNG 25E
LEE COUNTY, FLORIDA

VANASSE & DAYLOR, LLP
8270 College Parkway
Suite 205
Fort Myers, Fl 33919
Planners • Landscape Architects • Civil Engineers • Environmental Scientists
Tel: 941-437-4661 • Fax: 941-437-4668 • email: vdadmin@VANDAY.com

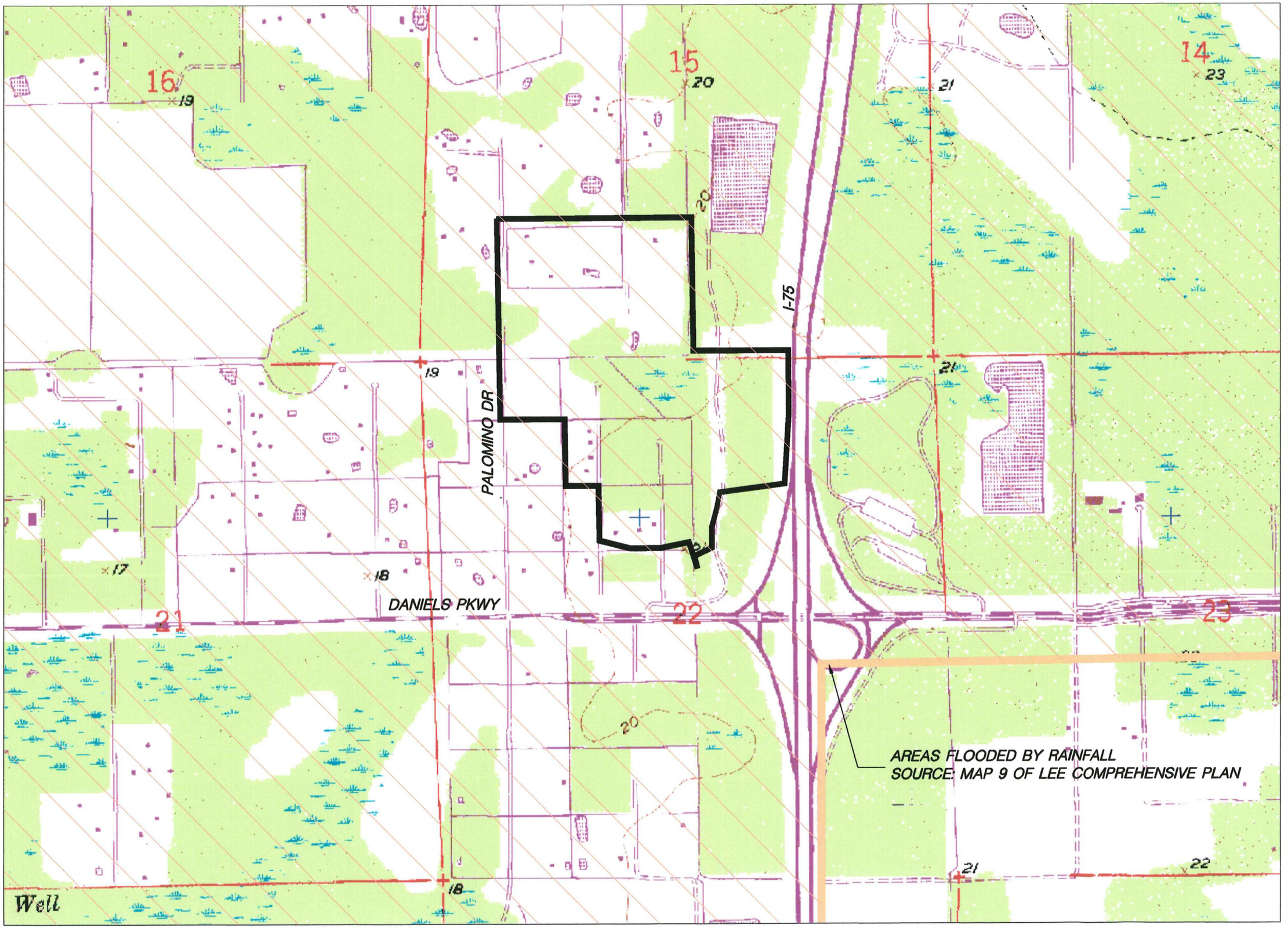
V&D

PROJECT No. 80306
ACAD No. FLUCCS

COMPREHENSIVE PLAN AMENDMENT
FLUCCS EXHIBIT

Sheet No. 1 of 1

C.1



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APPROVED:	MAH	9-5-00	

WORTHINGTON HOLDINGS, Inc.
14291 Metro Parkway
Bldg. 1300
Fort Myers, FL 33912

SEC 22 & 15 TWP 45S RNG 25E
LEE COUNTY, FLORIDA

V&D
VANASSE & DAYLOR, LLP
8270 College Parkway
Suite 205
Fort Myers, Fl 33919

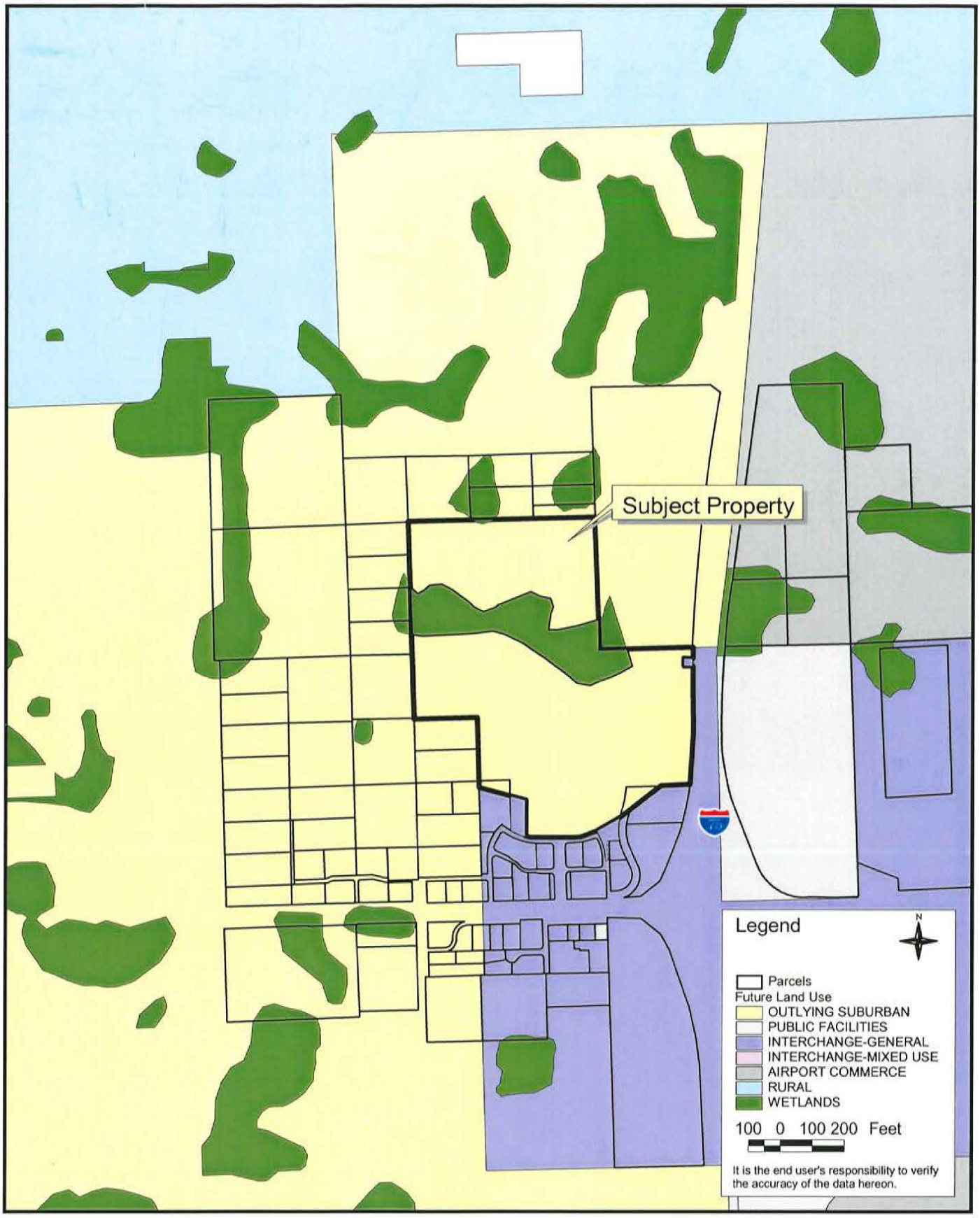
Planners • Landscape Architects • Civil Engineers • Environmental Scientists
Tel: 941-437-4801 • Fax: 941-437-4838 • email: admin@VANDAY.com

COMPREHENSIVE PLAN AMENDMENT
TOPO MAP WITH 100 YEAR FLOOD PRONE AREAS

PROJECT No. 80306
ACAD No. FLOOD-TOPO

Sheet No. 1 of 1

C.3



Vanasse Daylor

12730 New Brittany Blvd., Suite 600
Fort Myers, Florida 33907
T 941.437.4601 F 941.437.4636

3001 Tamiami Trail North, Suite 206
Naples, Florida 34103
T 941.403.0223 F 941.263.5096

www.vanday.com

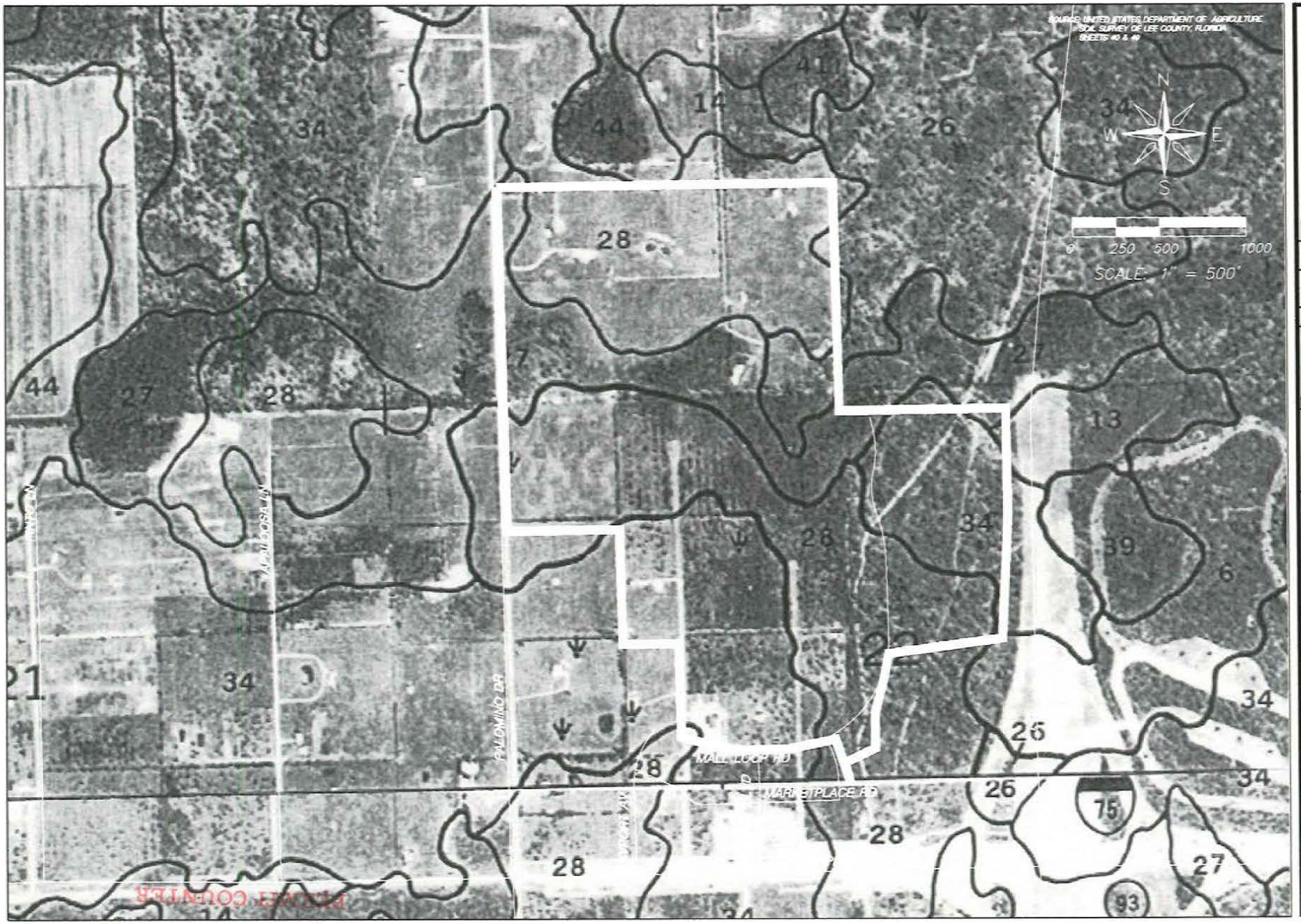
Renaissance

Proposed FLUM

Sources: Lee County

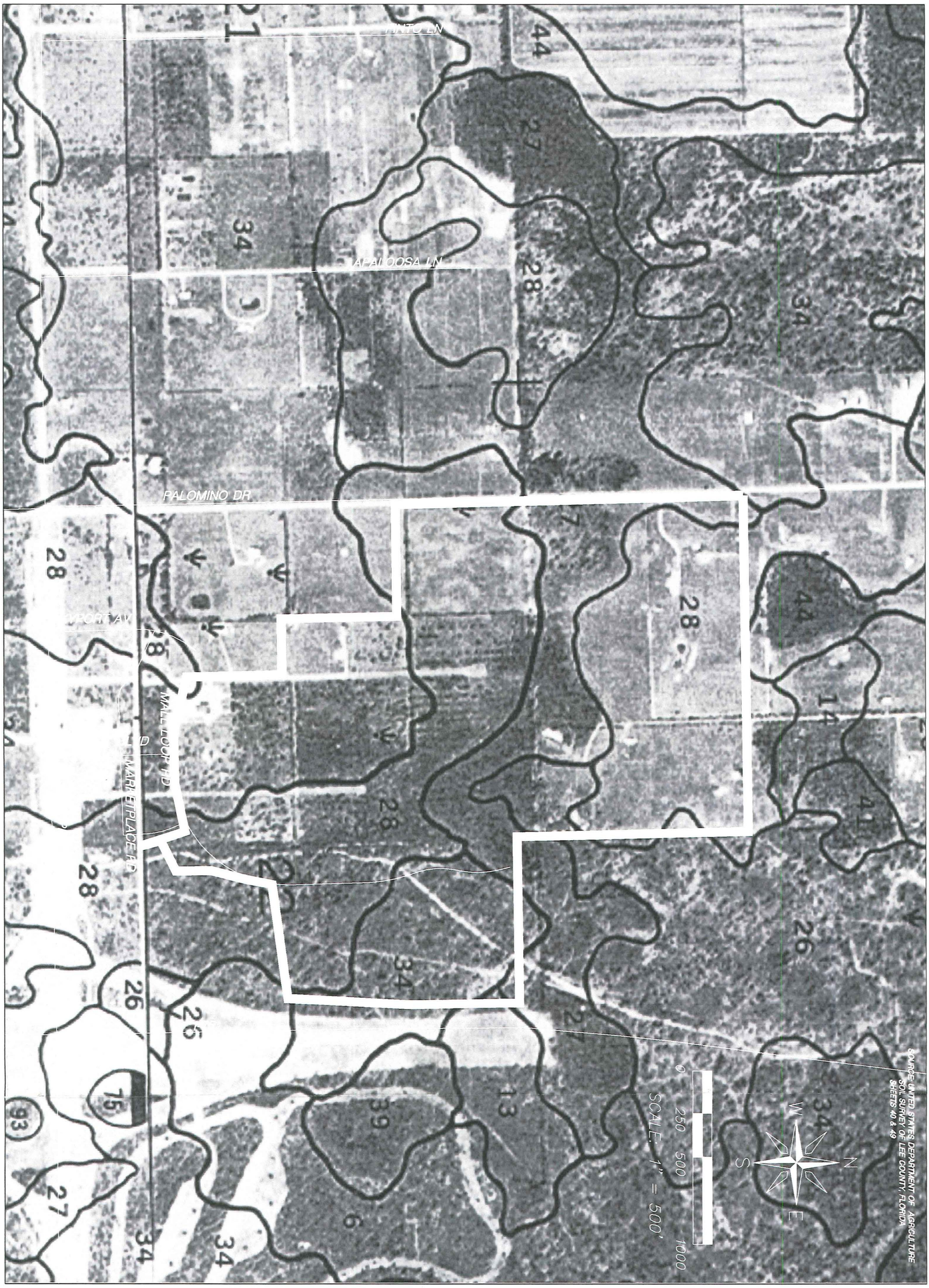
Map 2

File Name: XXXX.apr



V&D VANASSE & DAYLOR, LLP
WORTHINGTON HOLDINGS, Inc.
1409 Hills Parkway
Bldg. 1300
Fort Myers, FL 33912
SEC 22 & 15 TWP 45S RNG 25E
LEE COUNTY, FLORIDA
COMPREHENSIVE PLAN AMENDMENT
SOILS EXHIBIT
Sheet No. 1 of 1

PROPERTY OF COUNTY
RECEIVED
SEP 28 2000



Sheet No. 1 of 1

PROJECT NO. 60306
ASSP NO. SOILS

V&D VANASSE & DAYLOR, LLP
8270 College Parkway
Suite 205
Fort Myers, Fl 33919

Planners · Landscape Architects · Civil Engineers · Environmental Scientists
Tel: 941-437-4601 · Fax: 941-437-4636 · email: admin@VANDAY.com

PROJECT & SHEET TITLE:
COMPREHENSIVE PLAN AMENDMENT
SOILS EXHIBIT

PREPARED FOR:
WORTHINGTON HOLDINGS, Inc.
14291 Metro Parkway
Bldg. 1300
Fort Myers, FL 33912

PROJECT LOCATION:
SEC 22 & 15 TWP 45S RNG 25E
LEE COUNTY, FLORIDA

APPROVED:

DATE:

NOTE:
The information shown on these plans is subject to change. It is the recipients responsibility to verify all information prior to commencement of planning, engineering and/or construction.

SCALE:	1" =500'	
DRAWN:	BKM	9-5-00
CHECKED:	MAH	9-5-00
APPROVED:	MAH	9-5-00

NO.	DATE:	BY:	REVISION:

RECEIVED
SEP 28 2000
PERMIT COUNTER

C.2

9/6/01
12:29:52 PM

Fees Associated with Case # CPA2000-00003

Fee Type	Case Type	Start Date	End Date	Case No.	Dept.	Description	Trans. Code	Revenue Account No.	Create Date	Created By	Amount	Due
MA20	CPA	1/1/99	12/31/05	CPA2000-00003		Map Amendment > 20 Acres		LB5150715500.322000.9018	9/28/00	C03	$806.00	$0.00
TEXT	CPA	1/1/99	12/31/05	CPA2000-00003		Text Amendment Flat Fee		LB5150715500.322000.9018	3/30/01	AMM	$1,250.00	$0.00
											$2,056.00	**$0.00**

Receipt #: 1200105948

Date: 4/2/01

Line Items:

Case No	Tran Code	Description	Revenue Account No.	Amount Due
CPA2000-00003		Text Amendment Flat Fee	LB5150715500.322000.9018	$1,250.00

Payments:

Method	Payer	Bank No	Acct Check No	Amount Paid
Check	WORTHINGTON OF RENAISSANCE ;;C	6701	11113	$1,250.00
			TOTAL AMOUNT PAID:	**$1,250.00**

WORTHINGTON OF RENAISSANCE, LLC. FORT MYERS, FLORIDA 33912

011113

DATE	INVOICE NO.	DESCRIPTION	INVOICE AMOUNT	DEDUCTION	BALANCE
3-22-01	32201	LCBOCC:AMENDMNT	1250.00		1250.00

CHECK DATE	3-25-01	CHECK NUMBER	11113	TOTALS	1250.00	1250.00

PLEASE DETACH THIS PORTION AND RETAIN FOR YOUR RECORDS

LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: (941) 479-8309

Bob Janes
District One

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing Examiner

February 8, 2002

Daniel DeLisi
Vanasse & Daylor
12730 New Brittany Boulevard, Suite 600
Fort Myers, Florida 33907

Re: Status of Renaissance Comprehensive Plan Amendment

Dear Dan:

As per your request, this letter is intended to clarify the current status of the privately initiated amendment to the Lee County comprehensive plan, the Lee Plan, for the Renaissance Residential Planned Development, located in the northwest quadrant of the interchange of Interstate 75 and Daniels Parkway.

This amendment was initiated by the property owner, Worthington of Renaissance, LLC. This amendment is identified by Lee County as CPA 2000-03. The amendment proposes to change the current Future Land Use designation of Mixed Use Interchange and General Interchange to Outlying Suburban. On August 29, 2001, this amendment was transmitted by the Lee County Board of County Commissioners (BoCC) to the State Department of Community Affairs (DCA) for their review. The DCA issued its Objections, Recommendations and Comments Report (ORC) on November 21, 2001. The ORC report had no objections, recommendations or comments on this amendment.

This amendment was adopted by the BoCC on January 10, 2002. Planning Staff has transmitted it to the DCA and is awaiting the State's formal finding of compliance with the applicable State Statutes and Rules. The DCA formally acknowledged receipt of the amendment in a letter dated January 30, 2002. As there were no objections to this proposal in the ORC report, Planning Staff fully expects a finding of compliance for this amendment when the statutory time of 45 days has lapsed.

If you have any questions please feel free to call me at the phone number listed above.

Sincerely,

DEPARTMENT OF COMMUNITY DEVELOPMENT

Paul O'Connor, AICP
Director of Planning

cc: CPA 2000-03 file

To: M. Noble

Office of the Sheriff
Rodney Shoap

County of Lee
State of Florida

May 22, 2001

Vanasse & Daylor, LLP
Daniel DeLisi
12730 New Brittany Boulevard Suite 600
Fort Myers, Florida 33907

LEE COUNTY
RECEIVED
01 MAY 29 AM 10:28
COMM. DEV.
PUB. WRKS. CNTR.
SECOND FLOOR

RE: Renaissance Comp. Amendment
V&D Project # 80306

Dear Mr. DeLisi:

Due to severe budget constraints coupled with the growth of the county, my office operates at full capacity. It is policy of the Lee County Sheriff's Office to support community growth and we will do everything possible to accommodate the law enforcement needs.

We anticipate that we will receive the reasonable and necessary funding to support growth in demand. We therefore believe that the Lee County Sheriff's Office will be able to serve your project as it builds out.

Sincerely,

Captain Daniel Johnson
Planning and Research

Copy: Paul O'Connor Director-Division of Planning
Lee County
File

To: M. Noble

LEE COUNTY
SOUTHWEST FLORIDA

DEPARTMENT OF TRANSPORTATION

Memo

To: Paul O'Connor, Director, Division of Planning

From: David M. Loveland, Planning Program Director DML

Date: May 1, 2001

Subject: **CPA 2000-03**

We have reviewed the resubmitted application which requests that the land use designation of approximately 153 acres be changed from the existing Mixed Use Interchange and General Interchange to Outlying Suburban, which consists of up to 500 dwelling units of residential housing. We have no objection to the application because this proposed change will decrease the traffic from the study area.

If you have any questions, please let me know.

LW/DML/mlb

cc: Administrative File

LEE COUNTY
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LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: (941) 479-8585

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County Manager

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing Examiner

April 27, 2001

Mr. Mitchel A. Hutchcraft, ASLA, AICP
12730 New Brittany Blvd., Suite 600
Fort Myers, Florida 33907

RE: CPA 2000-03, Lee Plan Future Land Use Amendment

Dear Mitch:

Planning staff has reviewed the resubmittal materials for the above mentioned plan amendment, and finds the application is still insufficient. The following information is still needed before substantive review of the amendment may begin:

IIIB. There is no response to staff's request for confirmation of any General Interchange lands on the property. Please identify which parcel or parcels (or portions thereof) are within the General Interchange category. According to staff's research, the only General Interchange lands within the subject property are contained in the northwest portion of STRAP number 22-45-25-01-0000B.0020. Please identify all of the STRAP numbers and owners of record for any parcels or portions of parcels that are designated General Interchange. Also, please provide the deed for the above-referenced parcel.

The application has not taken into account the presence of the Wetlands land use category on the property. The application only acknowledges the Mixed Use Interchange and General Interchange categories. Is it the intent for the areas currently designated Wetlands on the Future Land Use Map to remain in the Wetlands category, or does this request propose to change them to Outlying Suburban? How will this affect the proposed 2020 allocation figures? Please clarify this issue.

Additionally, the application should indicate exactly how many acres of Mixed-Use Interchange, General Interchange, and Wetlands exist on the property. Staff is unsure if the original acreages provided for Mixed Use Interchange and General Interchange had any overlap with the Wetland areas. Please clarify this issue.

The following comments pertain to Part IV of the application:

A. 1. Staff would prefer to retain the Mixed Use Interchange land use category, despite the fact that this property is the only area in the county with that designation. Please revise the application to retain Policy 1.3.6. Also, the proposed strike-thru and underline figures for Table 1(b), Planning Community Year 2020 Allocations,

have not taken into account any changes to the number of acres within the General Interchange category, if any.

A. 2. The application requires 30 copies of the required map. The originally-submitted black and white copies are impossible to distinguish the difference between land use categories. The applicant has only submitted 1 color copy of the required map. The resubmittal cover letter indicates that 30 copies of this map were provided, but they were not all contained in the package staff received. Staff received 6 resubmittal packages, each containing 1 color map. Please submit the additional 24 copies of the required map.

A. 3. On the boundary survey for the property, it is stated that there is a small parcel along the western boundary of the subject property that currently contains a billboard. The STRAP number for this parcel is 22-45-25-01-0000B.006A. This parcel was originally excepted in the legal description of the subject property, but it is now being included. Please verify that this parcel does, in fact, contain a billboard. Item IV.A.3 of the plan amendment application requires a discussion of the consistency of current uses with the proposed changes. Please discuss how the billboard use will be consistent with the proposed Outlying Suburban category with specific attention to LDC Section 30-183 which states that billboards may only be permitted in the following land use categories: Intensive Development, all Interchange designations, Industrial Development, and Airport Commerce.

A. 5. Planning staff believes the legal description and boundary survey are sufficient for review of the amendment, although minor alterations may be required before the amendment is scheduled in front of the LPA. For questions about the status of the legal description and boundary survey, please contact Jerry Murphy at 479-8372.

The "Parcel Key Map" submitted by Community Engineering Services makes references to a "CDD Boundary". Please correct this minor error.

A. 6. The deed to the parcel containing the billboard is missing from the application. Staff believes that this parcel was acquired by Worthington of Renaissance on February 22, 2001. Please provide the most recent deed to the subject parcel.

The subject property appears to include a small portion of STRAP Number 22-45-25-01-0000B.0020. This property has not been included in the parcel list for the plan amendment. Please include this property in the parcel list and provide the most current deed.

B.1. Comments from Lee County Division of Transportation will be forthcoming.

B.3.c. Please provide the required letter from the Lee County Sheriff's Office when it becomes available to you.

C. Comments from Lee County Division of Planning, Environmental Sciences will be forthcoming.

C.1. Please submit a more legible copy of the map depicting wetland jurisdictional lines and FLUCCS plant communities.

E.1. The discussion on this item indicates that the amendment has no impact on the established Lee County population projections because the proposed density is a reduction from currently permitted densities. If current densities are being reduced, then there will be some impact to the population accommodation of Lee County. Please provide the required discussion.

If I can be of any assistance or if you have any questions, please do not hesitate to call me at 479-8548.

Sincerely,

DEPARTMENT OF COMMUNITY DEVELOPMENT, DIVISION OF PLANNING

MATTHEW A. NOBLE
Principal Planner

cc: Planning file: CPA2000-03

****
*** TX REPORT ***
****

TRANSMISSION OK

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RESULT	OK

LEE COUNTY
SOUTHWEST FLORIDA

DIVISION OF PLANNING
FACSIMILE

P.O. Box 398
Fort Myers, FL 33902
(941) 479-8585
Fax: (941) 479 8319

To: Mitch Hutchcraft	Date:
Fax #: 437-4636	Pages: 4, including this cover sheet.
From:	
Subject: Renaissance Plan Amendment	

COMMENTS:

Hard copy to follow via postal mail.

From: Brad Vance
To: Noble, Matthew; Ottolini, Roland
Date: 4/24/01 10:41AM
Subject: CPA2000-03

Being that the plan amendment will result in a decrease in the intensity of use, we have no comments concerning the amendment.

Brad.

LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

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County Manager

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing Examiner

April 23, 2001

Public Reviewing Agencies
See Distribution List

RE: CPA 2000-03 - Renaissance Privately Initiated Lee Plan Future Land Use Map Amendment

Planning Division staff is in receipt of your initial correspondence on the above-referenced Lee Plan amendments.

Your initial comments indicated that there were issues that prevented you from finding the application materials to be sufficient for review. The applicant has resubmitted new and revised information in response to the initial sufficiency comments from the various public agencies.

Please review the attached materials, and indicate any additional materials that you may need to complete your review, or make a formal finding of sufficiency.

Thank you for your attention in this matter. We request that any responses be received before May 4th. If you have any questions, please do not hesitate to call Matt Noble of my staff at 479-8548.

Sincerely,
DEPARTMENT OF COMMUNITY DEVELOPMENT

Paul O'Connor, AICP, Director
Division of Planning

Distribution List: Brad Vance, Lee County Natural Resources Management
Dave Loveland, Lee County Division of Transportation
Kim Trebatoski, Lee County Division of Planning, Environmental Sciences Division

VANASSE & DAYLOR, LLP
Planners • Landscape Architects • Civil Engineers • Environmental Scientists
V&D
FL Lic #366

March 20, 2001

Mr. Matthew A. Noble
Principal Planner
Department of Community Development
Division of Planning
P.O. Box 398
Ft. Myers, FL 33902-0398

Re: CPA 2000-03, Lee Plan Future Land Use Amendment

Dear Mr. Noble:

In response to your letter dated February 19, 2001 concerning the Lee Plan Future Land Use Amendment, I am pleased to submit the following information. (For your convenience, I have copied and accented the staff's comments and then provided the applicant's response in the regular font):

Division of Planning
Sufficiency Checklist for Planned Developments

1. **Please correctly identify the applicant – Worthington Holdings, or Worthington of Renaissance, LLC.**

   Since the original submittal in September, 2000, the property owner has created a new holding company named Worthington of Renaissance, LLC. Attached is a revised copy of the Application reflecting Worthington of Renaissance as the owner, and a copy of the property appraisers data sheets illustrating that Worthington of Renaissance does own all applicable parcels.

IIIB. **The applicant does not provide information concerning the amount of Uplands and Wetlands. The section for "Area of each Existing Future Land Use Category" has not been filled out by the applicant. In other sections of the application, the applicant indicates that the existing parcel includes 153 acres of Mixed Use Interchange and approximately 5 acres of Global Interchange. Please confirm this. Staff has been unable to verify the presence of General Interchange lands within the subject property.** Missing OK

   Based on the SFWMD Wetland Jurisdictional Determination, signed by Craig Schmittler on 8/25/2000, there are approximately 26.29 acres of jurisdictional wetlands within the amendment boundaries. This 26.29 acres primarily consists of FLUCCS categories 211H, 411H and 424, with one small (.94 acre) area of 621. The remainder of the property (+/- 131.71 acres) is all classified upland. A copy of this jurisdictional determination (showing both Renaissance North and South) is attached.

12730 New Brittany Boulevard, Suite 600, Fort Myers, FL 33907 • Website: www.vanday.com
Telephone: 941-437-4601 • Fax: 941-437-4636 • Email: admin@vanday.com

The submitted STRAP list provides the owner information as "Daniels–I75 Associates LTD. As stated above, staff finds the owner of record to be "Worthington of Renaissance, LLC." Please correct the STRAP list.

As indicated above, the ownership is now completely under the control of Worthington of Renaissance LLC. The STRAP list has been updated to reflect this refinement of ownership.

IVA.1. The applicant has not provided the requested text change in a strike-out-underlined format. The application lacks analysis and data to justify this proposed change. The application does not provide an estimated needed residential allocation.

Table not right

Originally, the applicant was not requesting any amendments Lee Plan Text, only the FLUM. However, in discussions with staff, they have indicated that they would prefer that the amendment eliminate the land use category from the Lee Plan due to the fact that all of the land under that designation will be eliminated. Similarly, with the deletion of this land use category, the applicant will be requesting that the 2020 allocations be converted to other appropriate categories.

Below are the proposed text changes to the Lee Plan, as well as the Table 1A (2020 Overlay). The anticipated residential allocation for this amendment can easily be accommodated by the 68 acres of residential that are currently allocated to the Mixed Use Interchange. In fact, the proposed residential units currently approved under the MPD for this property, exceed what will be requested in Renaissance North and South combined. Based on this reduction in density, the proposed amendment will not result in an increase to the population accommodation, nor will it result in a deficiency in any LOS for public infrastructure.

A.1. Provide any proposed text changes:

The result of the requested amendment will be the removal of any land from the FLUM that is allocated to the Mixed Use Interchange Land Use Category. For this reason, the applicant is submitting a request to delete Policy 1.3.6 in its entirety. However, should Lee County and DCA desire to retain this land use category for future areas, the applicant would have no objection. The language proposed to be deleted is as follows:

~~*Policy 1.3.6: The Mixed Use Interchange District areas are intended to provide opportunities for a wide range of light industrial, office, and retail commercial uses, accompanied by a viable residential component to facilitate the internal capture of trips through on-site shopping and job creation. The residential uses in this category are to be transitional with existing and future residential uses abutting this land use district to promote compatibility with adjacent residential uses. The maximum residential density, of 5 units per acre, for this category is calculated on the upland acreage of the entire project including both residential and non-residential areas. Policy 6.1.2.2 does not apply to this interchange district.*~~

~~*Commercial and residential uses shall meet the following criteria in this district.*~~

~~*1. In order to implement the standards of this district, Mixed Use Planned Development (MPD) zoning is required.*~~

2. Residential uses in this category will serve as a transition between the intense non-residential uses within the interchange area and existing or potential residential uses on properties outside of the interchange category. To preserve the intent of the interchange designation, uses serving the traveling public is required within 330 feet of the arterial road creating the interchange.

3. To insure viable residential uses and to provide for employment and shopping opportunities for residential uses developed on site, the following minimum acreage percentages are required:

   - 45 percent of the gross land area will be developed with residential uses, and
   - 40 percent of the gross land area will be developed with commercial and/or industrial uses.

4. Non-residential uses will be constructed in a fashion such that the total building area does not exceed 20% (0.2 FAR) of the total land area used for non-residential uses. Development intensities may be more or less than a floor area ratio (FAR) of 0.2 on individual parcels, as long as the project's average FAR for non-residential uses does not exceed 0.2

5. Bicycle & pedestrian facilities will be provided throughout the development. Connections between all uses are required to facilitate these alternative modes of transportation. When possible, connections to developments adjacent to the MPD will be provided.

6. Vehicular connections between residential and non-residential uses will be provided to facilitate the internal capture of trips. When possible, connections to development adjacent to the MPD will be made to provide alternative access to the non-residential components of this development other than the arterial creating the interchange with I-75.

7. Landscaping requirements shall be increased in this land use category to help promote a pedestrian ambiance. The following requirements shall supplement the minimum standards of the Lee County Land Development Code Section 10-415.

   - Multi-family developments shall provide 1.5 trees per 3,000 S.F.
   - Non-residential uses shall provide 1.5 trees per 3,500 S.F.
   - Landscaping for internal parking areas shall be 15% of the total paved surface area.
   - An average fifty foot buffer strip which includes a minimum of 7 trees and 30 shrubs per 100 lineal feet and a double staggered hedge will be provided along the I-75 corridor. It is desired that the existing native vegetation will be retained and augmented to meet this standard.

If any facility deficiencies may result from the application of this district, commitments shall be provided at the time of zoning to insure that necessary improvements will be in place to support the proposed uses.

In addition to deleting Policy 1.3.6, the applicant is also requesting the conversion of the residential allocations from the Mixed Use category to the Outlying Suburban category, as reflected below in the modified Table 1(b).

Table 1(b) – Planning Community Year 2020 Allocations:

Future Land Use Category	Existing Allocations	Proposed Allocations	Change
Outlying Suburban	~~940~~	1,008	+68
General Interchange	2	2	-
Mixed Use Interchange	~~68~~	0	-68
Rural	1,255	1,255	-
Wetlands	7	7	-
Residential Sub Total	2,273	2,273	-
Commercial	398	398	-
Industrial	10	10	-
Public	1,854	1,854	-
Active Ag	254	254	-
Passive Ag	958	958	-
Conservation	1,913	1,913	-
Vacant	427	427	-
Total	8,088	8,088	-

The 68 acres currently allocated to the Mixed Use Interchange accommodates the permitted 500 dwelling units at a gross density of 5 dwelling units per acre. The conversion of these acres to a category with a maximum density of 3 dwelling units per acre would normally result in an increase in acres to accommodate the same number of units at a lower density. However, to simplify this amendment, the request is simply to transfer the same 68 acres from Mixed Use Interchange to Outlying Suburban.

IVA.2. The applicant has only submitted 1 color copy of the required map. Please resubmit 30 copies of the color map.

The color map, which the applicant provided, is a version of the existing FLUM showing the outline of the subject property. We believe that staff has a digital version of the county's FLUM. However, the applicant has provided an additional 30 version of our map in 8 ½" x 11" format.

where?

A.5&6 Please update the legal description. The acreage does not match (152.95 versus the 158). Staff is also asking that the applicant provide an opinion of title and a boundary survey, which agree. Staff prefers that the applicant provide a metes and bounds description that includes right-of-ways such as Danport Center Boulevard.

Attached is the latest copy of the legal description. The applicant currently owns land on the north and south of the subject property, and will be submitting a RPD for property that encompasses more than the land that is the subject of this amendment. Our request is simply to change the designation of the area amended by PAM/T 98-07 (as submitted in the original applicants legal description) to the Outlying Suburban land use category. Roger Harrah at

Why does parcel Key map talk about "CDD"

App - 153.2
Legal - 153.198

153.198

Community Engineering Services, is following up with Jerry Murphy to make sure that the all issues with the legal description have been addressed.

At the time of submittal, the subject property was under contract. Copies of all of the contracts were submitted with the original application. In the 5 months since submittal, the property has changed ownership, and is now under the control of Worthington of Renaissance, LLC. In light of the completion of this acquisition, the applicant has now provided the appropriate deeds for staff's review.

A.8 Please submit the required authorizations from the property owners of the subject property so that the agent may represent the owners in this matter.

The authorization form was originally signed by Scott Connell of Worthington Holdings. Since the submittal 5 months ago, all of the land has been closed, and converted into a holding company, Worthington of Renaissance, LLC. A revised authorization form has been signed by Scott Connell on behalf of Worthington of Renaissance, LLC.

B.1 Please respond to the Memo from the Department of Transportation.

Please see the attached response to the Department of Transportation Memo.

B.3.c Please provide a letter of willingness to provide service from the Lee County Sheriff's Office.

The Lee County's Sheriff's Office is a constitutional office that is required to provide law enforcement for all of unincorporated Lee County. The original letter cannot be located at this time, and a new letter has been requested.

C. See attached comments from Environmental Sciences staff.
Please provide a FLUM with proposed land uses. This map must delineate state jurisdictional wetlands or provide a SFWMD permit including exhibits showing approved wetland impact and required wetland preservation areas. Any wetland areas to be preserved must be delineated on the FLUM as Wetland.

The applicant submitted a FLUM map outlining the area proposed to be converted to Outlying Suburban. A detailed FLUCCS map and Soils map were also submitted. In response to staff's request, a signed SFWMD wetland delineation has been submitted in this response.

The application for an amendment to the FLUM, specifically item IV.C, does not require the delineation of wetlands to be preserved. However, because of the degraded condition of the vast majority of the wetlands on site, it is likely that all wetlands may be subject to some level of impact, whether it is through the creation of flow ways, mitigation, excavation or filling. It is anticipated that the wetland on the western property line (containing less than 4 acres of FLUCCS 621, 424 and 211 will be incorporated into the projects preserve area). However, because of the preliminary nature of this project, and because no permitting has been approved, it is impossible to identify the wetlands which will be preserved.

C.1 The submitted exhibit indicates an approximate acreage of 542.42 acres. Other sections of the application indicate that the subject parcel is approximately 158 acres. Please correct.

A detailed acreage breakdown has been provided for the Renaissance South FLUCC categories. This exhibit reflects approximately 26.29 acres of wetland on the 153 +/- acre subject property.

C.2 Staff notes the presence of additional soil (44 & 13) types on the subject property. Please revise the application to include these types.

The applicant has reviewed the Soil Survey, and believes that if these two soil classifications are present on the property, that they represent such an insignificant amount of land (Less than an acre combined) that their inclusion does not appear to be justified. However, in accordance with Staff's request, these classifications have been added in the attached sufficiency update.

C.2. Soils:
Exhibit C.2. depicts the soils found on the property, as depicted in the Soil Classification Survey for Lee County. There are 6 different soil classifications within the subject property. Listed below is each of the classifications and their descriptions.

(13) Boca fine sand
This is a nearly level, poorly drained soil on flatwoods. Slopes are smooth and range from 0 to 2 percent. Natural vegetation consists of saw palmetto, pineland threeawn, South Florida slash pine, and wax myrtle.

(44) Malabar fine sand, depressional
This is a nearly level, poorly drained soil in depressions. Slopes are concave and are less than 1 percent. Natural vegetation consists of bald cypress, wax myrtle, St. Johns wort, and water tolerant grasses.

(26) Pineda Fine Sand
This is a nearly level, poorly drained soil on sloughs. Slopes are smooth to slightly concave and range from 0 to 1 percent. Natural vegetation consists of pineland threeawn, panicums, sedges, maidencain, wax myrtle, South Florida slash pine, and scattered clumps of saw palmetto.

(27) Pompano Fine Sand
This is a nearly level, poorly drained soil in depressions. Slopes are concave and less than 1 percent. Natural vegetation consists of St. Johnswort and wax myrtle.

(28) Immokalee Sand
This is a nearly level, poorly drained soil in flatwoods areas. Slopes are smooth to convex and range from 0 to 2 percent. Natural vegetation consists of saw palmetto, fetterbush, pineland threeawn, and South Florida slash pine.

(34) *Malabar Fine Sand*
This is a nearly level, poorly drained soil in sloughs. Slopes are smooth to concave and range from 0 to 1 percent. The available water capacity is low in the surface and subsurface layers and the upper part of the subsoil and medium in the lower part of the subsoil. Natural fertility is low. Natural vegetation consists of pineland threeawn, wax myrtle, scattered saw palmetto, maidencaine, panicum, and South Florida slash pine.

C.5. Staff does not find a table of plant communities by FLUCCS..." Please provide the requested table.

In addition to the documentation provided in PAM/T 98-07, Boylan Environmental has conducted a protected species survey for the subject property. A copy of the FLUCCs table and potential protected species is provided on the attached FLUCCS Map.

Table C.5. FLUCCS and Potential Protected Species

D.1. The applicant has not indicated whether or not there are any historic resources listed on the Florida Master Site File, which are located on the subject property or adjacent property.

Documentation?

There are not any historic resources listed on the Florida Master Site File for the subject property.

D.2. Please provide a map showing the subject property location on the archeological sensitivity map for Lee County.

The subject property does not fall within either Archeological Sensitivity Level 1 or 2. A black and white copy of the County's map is provided, as well as an archeological survey of the site conducted by Archeological Consultants, Inc.

E.1. Please provide the required discussion.

What will be the reduction?

The proposed amendment does not have any impact on the established Lee County population projections, in that the proposed density is a reduction from the currently permitted densities. Further, as detailed above, the proposed request will require the transfer of 68 residential acres from the Mixed Use Interchange to Outlying Suburban land use category, as reflected in Table 1(b). This adjustment is appropriate due to the fact that all of the land in this land use category is requested to be converted to Outlying Suburban. The result of this amendment is that there will be no increase in the County's population accommodation of the Future Land Use Map.

E.3. Please provide the required discussion.

The proposed amendment will have no impact on any adjacent government's comprehensive plan. The proposed project is located wholly within Lee County, and is more than 8 miles from the nearest incorporated area. The proposed amendment provides for greater compatibility with surrounding residential uses, and still maintains viable commercial areas within the Interchange land use category.

F.1.a State whether the site is accessible to arterial roadways, rail lines, and cargo airport terminals.

The subject property does have access to Daniels Parkway (an arterial road) via an internal access road through an existing commercial subdivision. The property does not have any access to rail lines, and does not have any direct access to airport terminals. The subject property is approximately two miles from the entrance to the airport.

However, while the subject property did allow for some industrial uses, they were all light industrial uses that can still be accommodated in the vast Airport Commerce land use designation, New Community, and other industrial land use categories in close proximity to the airport. Locations for industrial and retail land uses were further expanded in 2000 due to the expansion of the Noise Zones for the future airport expansion. Further, there are in excess of 15 acres of land still remaining within the General Interchange category that can continue to accommodate light industrial and retail uses.

F.1.c Address the affect of the proposed change on the county's industrial employment goal, specifically policy 7.1.4.

It is important to point out that in the staff report recommending approval of PAM/T 98-08, there was no discussion pertaining to Policy 7.1.4, and the recommendation was made without respect to Policy 7.1.4. There was no indication made by staff that there was any need for additional industrial land use designations to comply with Policy 7.1.4, and there was no reference to the required bi-annual study documenting the county's progress toward this employment goal.

Further, the approved amendment resulting in Policy 1.3.6 does not require any industrial development, but rather simply allows the use. Since the land use category could be completely developed without any industrial uses, the creation of the category cannot be reasonably be counted towards the fulfillment of Policy 7.1.4. Conversely, the deletion of the Mixed Use Interchange category does not diminish any realistic opportunity to achieve the goal.

As outlined in Attachment 7 of PAM/T 96-13, Lee County provides the following assessment of acres per land use category:

Land Use Category	Acres	% considered non-residential (From Attach. 4)	Available for Industrial Uses
Intensive Development	4,945.00	61.5%	3,041.17
Industrial	5,861.12	100%	5,861.12
Industrial Interchange	110.83	100%	110.83
General Interchange	1,109.87	100%	1,109.87
Industrial Commercial Interchange	272.19	100%	272.19
New Community	4,370.01	40.9%	1,787.33
Airport Commerce	4,572.22	100%	4,572.22
DRGR	94,763.56	5% *	4,738.18
Totals:	**116,004.80**		**21,492.91**

For comparison, the 1990 projections for the required industrial acreage, based on 3% of population, required an allocation of 11,365 acres (1990 Amendments to the Lee Plan, Volume 2 of 3, September 1990). The 1990 population was 335,113 (based on Attachment 9 of PAM/T 96-13). The projected 2010 population is 511,400, or an increase of 152.6% over the 1990 population. By applying this same rate of increase to the desired industrial allocation, it is estimated that 17,342.99 acres of industrial should be accommodated. As outlined above, the current FLUM currently has allocated approximately 21,500 acres of land that could be developed for industrial uses.

While this land use allocation has been provided by the FLUM, Attachment 13 and 14 of PAM/T 96-13 demonstrates that through the year 1996, there was only a demand of 1,440.3 acres of industrial, or approximately 10,084,000 square feet (which translates into an intensity of about 7,000 square feet per acre). Based on this data, there is currently more than 20,000 acres of land that could accommodate industrial uses than the actual demand (as tracked in Attachment 14) for industrial development.

As indicated in the Lee County 2020 Planning Community allocation tables (attached), there are 2,296 acres of industrial land use available in the Gateway/Airport Planning Community, 332 industrial acres available in the South Fort Myers Planning Community, and 160 in the San Carlos Estero Community. These three Planning Communities surround the Daniels Road Planning Community, and represent the majority of the main concentrations of industrial allocations for Lee County. Combined, there are in excess of 2,788 available acres of industrial allocations within the surrounding Planning Communities. Again for comparison, Attachment 14 of PAM/T 96-13 tracks the annual acreage demand for industrial in Lee County since 1930. The result is that on average, Lee County consumes approximately 20 acres of industrial per year over that time frame, with peak demand for 63.63 acres per year (1985). Based on the highest annual demand for industrial acreage, the current allocation represents more than a 43.8-year supply – well beyond the 2010 time frame established in Policy 7.1.4.

Finally, assuming that 50% of the available acreage within the Mixed Use Interchange land use category were actually converted to industrial use, it would represent approximately 31.6 acres, or less than 1.1% of the current available industrial acreage. Based on this data and analysis, and the current adequate supply of industrial land, the conversion of this land use category to Outlying Suburban would have a negligible effect on Policy 7.1.4.

G. The application lacks justification that is supported with adequate data and analysis. For example, the application provides the statement that "the demand for commercial within this quadrant of Interstate 75 can still be accommodated in the vacant 35+ acres that are still designated as General Interchange." The application provides little justification for the need for additional low-density development in Lee County.

OK

Does the Lee Plan show a need for golf course communities?

The proposed amendment is required, and/or appropriate, for a variety of reasons, which are all based in sound planning principles. The first issue is that of need. In evaluating the large, urban sites available for golf course communities, there are virtually no remaining parcels that have not been identified for development. In order to realistically be developed as a golf course community, a parcel in excess of 350 acres is required, but a parcel in excess of 450 acres is desired. This is the only remaining site, of sufficient size and unified control to be realistically considered for development as a golf course community. If urban sites are discouraged from development as residential communities, it increases development pressure at the edges of the urban land use categories.

Weak, but OK

The second issue is compatibility. The current and anticipated development to the north and west of the subject property is low-density residential uses. By converting this project to a lower density residential use, the transition to adjacent residential developments such as Danforth RPD, and the larger estate tracts to the north are made much more smoothly. Despite the buffers and transitional areas, the transition from industrial, to commercial to residential would have been challenging. Further, the amount of development permitted by the current land use category is significantly more intense than is being requested. This high level of intensity was a major concern of Lee County's, particularly as it related to road impacts on Palomino and Daniels Parkway. The proposed development will reduce this intensity, and thereby minimizing potential impacts on the roadway LOS.

The third issue is market. Originally this site was approved for a regional mall. As has been evidenced over the last year by the submittal of two alternative mall sites, and by the abandonment of the DRI, this site was not a viable regional mall site. Staff acknowledged this change in viability on page 6 of 33 of the Staff Report for PAM/T 98-07. This site also has significant competition for the mid-scale retail center, in that 6 miles to the west is the very vibrant Bell Tower Shoppes, and within 5 miles to the south is the approved Three Oaks commercial center. Opportunities for development as a mid-scale center are also adversely impacted by the existing development of the Daniels Road frontage for tourist oriented uses. Neighborhood retail uses are further limited, in that there have been significant approvals for Grocery Store anchored developments within 1-4 miles of the site, including the Shoppes at Fiddlesticks (100,000), Daniels Falls CPD (100,000), the Colony CPD (60,000), US Communities/Riverside Baptist Church CPD (30,000), Palomino Park CPD (80,000), the Brookshire Albertsons (150,000) and others (see attached project descriptions). These projects have resulted in the approval of over 500,000 square feet of neighborhood retail uses.

not approved yet

The fourth issue is the ability to still provide some retail and office uses adjacent to the proposed development, augmented by internal vehicular and pedestrian access – which was a goal of Policy 1.3.6. Between Daniels Parkway and the proposed development, there are over 40 acres of land that are currently approved for office or retail uses, or could be approved for office or retail uses. This future development could still provide the opportunity for an employment base close to residential (including Danforth RPD, the Legends and the Renaissance Development). This approach is still consistent with the position taken by staff on page 7 of 33 of the Staff Report for PAM/T 98-07, which was, "It is the intent of this new category to not only provide residential opportunities with convenient access to I-75 for their working commute, but also to provide these residents convenient pedestrian accessible retail for their after work needs."

Should you have any questions concerning the responses in this submittal, please do not hesitate to contact me.

Sincerely,
Vanasse & Daylor, LLP

Mitchel A. Hutchcraft

Mitch Hutchcraft, AICP, ASLA
Executive Vice President

To: M. Noble

THE SCHOOL DISTRICT OF LEE COUNTY

2055 CENTRAL AVENUE • FORT MYERS, FLORIDA 33901-3988 • (941) 334-1102

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VICE CHAIRMAN • DISTRICT 1

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DISTRICT 3

LISA POCKRUS
DISTRICT 5

BRUCE HARTER, PH.D.
SUPERINTENDENT

KEITH B. MARTIN
BOARD ATTORNEY

February 27, 2001

Mr. Paul O'Connor
Lee County Planning Department
P. O. Box 398
Ft. Myers, FL 33902-0398

Re: CPA 2000-03, Lee Plan Future Land Use Amendment, Renaissance South
Determination of Adequacy

Dear Paul:

Thank you for the opportunity to review CPA 2000-03, Lee Plan Future Land Use Amendment, Renaissance South for comments with regard to educational impacts. This proposed development is in the East Region of the District near the intersection of I-75 and Daniels Parkway. Based on the proposed maximum total of 474 residential dwelling units as stated in your letter, the Lee County School District is estimating that the proposal could generate up to 147 additional school-aged children. This uses a generation rate of .31 students generated in the East region of Lee County for single family homes. This would create the need for approximately 6 new classrooms in the system, as well as additional staff and core facilities.

The schools in the East Choice Zone that would serve this development are operating at or above permanent student capacity levels. Those schools that exceed permanent student capacity levels are operating through the use of portable classroom buildings. The growth generated by this development will require either the addition of permanent student and auxiliary space or the placement of portable buildings. This will create an impact on the Lee County School District.

If you have any further questions or comments, please give me a call.

Sincerely,

Stephanie Keyes

Stephanie Keyes, Facilities Planner
Construction Services

cc: Tyler F. Patak, NCARB, Director, Construction Services
Dr. Gay Thompson, Executive Director, Support Services

RenaissanceSouth2-27-01.doc

To: M. Noble

LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

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County Manager

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County Attorney

Diana M. Parker
County Hearing Examiner

February 26, 2001

Mr. Paul O'Conner
Director, Division of Planning
P.O. Box 398
Fort Myers, Fl 33902-0398

RE: Your request for review of PAM 98-06 and CPA 2000-03

Dear Mr. O'Conner:

Emergency Management has reviewed the referenced documents. The results of our review are enclosed.

If you have questions, please contact me at 477-3614.

Sincerely,
DIVISION OF PUBLIC SAFETY
Emergency Management Program

John M. Campbell
Chief of Planning

2 encl.

LEE COUNTY
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P.O. Box 398, Fort Myers, Florida 33902-0398 (941) 335-2111
Internet address http://www.lee-county.com
AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

Recycled Paper

From: John Wilson
To: Noble, Matthew
Date: 2/26/01 6:45PM
Subject: PAM 98-06 and CPA 2000-03.

Matt,

I'm responding to you via e-mail on the above items because I'm behind the power curve on this, and this was the day you folks wanted comments back on these two items.

Public Safety has no concerns with CPA 2000-03

As for PAM 98-06, I had sent an earlier response regarding raising the density of residential development in the coastal high hazard and my opinion as to whether it was contrary with Lee Plan Policy 75.1.4.

The applicant's response contained in Mr. D. Wayne Arnold's letter of November 6, 2000 was interesting. While I agree that the proposed Outlying Suburban designation is a lower density than others that could be requested, the proposal amendment still doubles the number of allowable residential units to be developed. It is this factor that I believe "runs contrary to the intent of Policy 75.1.4."

In my opinion, what's happening here is the opposite of what this policy is stating. Here, the land use amendment process is being made to increase density rather than maintain or reduce it, and in an area clearly exposed to coastal flooding because of it's location in the coastal high hazard area. What's more, this policy came into effect in 1992, or somewhere between 8 to 9 years ago. Doesn't it stand to reason that at that time, the bar was set at what was considered an allowable density given it's vulnerability to coastal flooding?

Also, I see no language in Policy 75.1.4 that , directly or indirectly, "clearly describes the Outlying Suburban (designation) as an area that will be further developed at 'lower densities other than Future Urban Areas'." The current designation being changed is Rural, not Future Urban Areas. How can one compare an area designation to another designation that has no bearing on the case being examined simply because it's referenced in the definition of the desired density range?

Although two units per acre is better than 3, I still believe that because the density is increased in a coastal high hazard area that this is contrary to what Policy 75.1.4 is trying to achieve.

Please let me know if you have any questions concerning this response or if you need additional information.

John D. Wilson
Director, Division of Public Safety
wilsonjd@leegov.com
TELEPHONE: (941) 335-1600
FAX: (941) 335-1638

CC: O'Connor, Paul

M E M O R A N D U M
DEPARTMENT OF PUBLIC WORKS
NATURAL RESOURCES DIVISION

TO: Paul O'Connor, AICP
Director, Division of Planning

FROM: Bradley S. Vance

RE: **PAM 98-06 & CPA 2000-03**

DATE: February 26, 2001

PAM 98-06:

No objections or comments.

CPA 2000-03

This parcel lies in the Six Mile Cypress watershed and is a vital link between I-75 and the Six Mile Slough. The applicant will need to show how they will implement that provided for in the Six Mile Cypress Watershed Plan for this parcel and those lying to the west (e.g.: Cross Creek) and east to I-75.

If you should have any additional questions, please let me know.

CC: Roland Ottolini

Interoffice Memo

Date: **02/23/2001**

To: Paul O'Conner, Director, Division of Planning

From: John M. Campbell, Chief of Planning, Emergency Management

RE: **CPA 2000 -03, Convert Mixed Use Interchange and General Interchange To Outlying Suburban**

Staff has reviewed the submittal documents for the above-referenced amendment. This Development is located in a Category 4/5 Hurricane Evacuation Zone. In Accordance with the National Weather Service storm surge "SLOSH", this area will not receive storm surge flooding from a Category 3 Hurricane. Therefore, the area is exempt from the provisions of Lee County Ordinance 00.14, Land Development Code, Article XI, Sec. 2-481 through 2-486, Hurricane Preparedness that requires shelter and evacuation route impact mitigation for residential developments.

Lee County Administrative Code 7-7 requires that every new residential development with 50 or more dwelling units submit an emergency preparedness plan as a part of the Development Order Application process. Suggested formats for the plan can be found in AC 7-7. This plan will be submitted to Lee County Emergency Management for approval.

John M. Campbell, 477-3614

MEMORANDUM
FROM
ENVIRONMENTAL SERVICES DEPARTMENT
UTILITIES DIVISION

DATE: February 23, 2001

TO: PAUL O'CONNOR, AICP,DIR.
Division of Planning

FROM: HOWARD WEGIS HW
Utilities

SUBJECT: CPA 2000-03 PRIVATELY INITIATED LEE PLAN FUTURE LAND USE MAP AMENDMENT

With regards to your letter dated February 12, 2001 please accept the following comments.

Potable Water Service: This property is located within Lee County Utilities' Water Franchise area. This area is presently served by Lee County Utilities' Corkscrew Water Plant, which currently has capacity to provide service to the subject property. Additionally, Lee County Utilities currently has the capacity to provide service to the area via a 30" diameter water main located on Daniels Pkwy. and a 10" water main on Mall Loop Road.

Sanitary Sewer Service: This property is located within Lee County Utilities' Wastewater Franchise area. This area is presently served by the City of Fort Myers' South Wastewater Treatment Plant, through an inter-local agreement. Lee County Utilities currently has available capacity at this plant to serve the subject property. With regards to wastewater collections infrastructure in the area, Lee County Utilities currently has a 16" force main on Daniels Pkwy. and a lift station on Skyport Ave. to serve the subject area.

As new projects request service from Lee County Utilities, they are required by the Lee County Utilities Operations Manual to submit extensive hydraulic calculations for our review and approval showing what impacts, if any, a new project may have on our existing facilities. If deemed necessary, offsite improvements may be required by the developers(s) at their expense.

Considering this amendment represents a reduction in density, Lee County Utilities does not anticipate any major negative impacts that the proposed Plan Amendment will have on our facilities.

cc:

Rick Diaz, Director, Utilities
Ivan Velez, Utilities
Thom Osterhout, Utilities
Matt Noble, AICP/Planning

MEMORANDUM

FROM THE

DIVISION OF PUBLIC SAFETY

EMERGENCY MANAGEMENT

DATE: February 20, 2001

TO: Paul O'Connor
Director, Division of Planning

From: John M. Campbell
Chief of Planning
Emergency Management

REVIEW AND RECOMMENDATIONS

Project: PAM 98-06 Change 60 Acres from Rural to Outlying Suburban Designation

Request: Rural to Outlying Suburban, PAM 98-06

Location: 4800 Pine Road, Estero (STRAP # 20462501000090000)

Applicant: Estero 60 Acre Land Trust

Agent: Bob Thinnes: O. Grady Minor & Associates

1. HURRICANE VULNERABILITY

According to the National Weather Service's storm surge model "SLOSH" which reflects a composite of maximum extent of flooding that may be caused for each hurricane category, this site is subject to storm surge flooding as shown below:

Category of Hurricane	Sustained Wind (MPH)	SLOSH Surge Height Landfalling/Exiting	
Tropical Storm	39 – 73	Dry	Dry
Cat. 1	74 – 95	Dry	Dry
Cat. 2	96 – 110	12.4	Dry
Cat. 3	111 – 130	16.5	10.8
Cat. 4/5	131 – 155	23.1	14.4

Evacuation of this site may be necessary prior to landfall of a category two (2) hurricane. The saltwater storm surge height could be approximately 12.4 feet above Mean Sea Level (MSL) from a land falling category two (2) hurricane. Flooding could occur because the natural ground elevation in this tract of land is between 8 and 10 feet. Storm surge flooding depth on this site could average 3 feet with the landfall of a category two (2) hurricane. It should be noted that this information does not take into account the freshwater flooding that could occur from rainfall usually associated with these storms. The property is shown on the National Flood Insurance Rate Map (FIRM), Community Panel 125124 0455 B to be in flood zone A-14 with a first floor elevation of 11 feet required. Should it become necessary to evacuate the proposed location, either due to flooding or hurricane winds, or a combination of both, the associated impacts on evacuation time and shelter space are calculated below:

Hurricane Vulnerability Continued

(Note: Computation of shelter impact and evacuation route impact is based on Lee County Ordinance Number: 00-14, Land Development Code, dated July 27, 2000 for the year 2020 build-out and corresponding number of occupants per household of 2.09. The number of vehicles per household is estimated at 1.1 based on the 1995 SFRPC Hurricane Evacuation Study.)

52 single family Dwelling Units (DU) allowed under current rural designation:

52 DUs X 2.09 people/unit = 109 people evacuating

52 DUs X 1.1 vehicles/unit = 58 evacuating vehicles

The Lee Plan, policy 79.2.1 establishes the number of evacuating people at 21 percent of the population at risk. Lee County public shelter standards are defined as twenty (20) square feet per person. Shelter space requirements based on these criteria are calculated below.

109 people X 21% = 23 people seeking shelter

23 people X 20 square feet = 460 square feet of shelter space is required to mitigate this number of dwelling units in this development.

104 Dwelling Units (DU) proposed under the amended text for the Outlying Suburban designation: All figures above will be doubled:

218 people evacuating
115 vehicles evacuating
46 people seeking shelter
920 square feet of shelter space

The ultimate point restricting evacuation is U.S. Highway 41, which has an evacuation capacity of 2,891 vehicles per peak hour level of service. The impact of an addition of 115 vehicles as proposed under the amended text is calculated below:

115 vehicles divided by 2891 vehicle/peak hour x 60 minutes = 2.4 minutes additional time added to the exiting evacuation time.

Hurricane Vulnerability Continued

2. **Emergency Medical Service**

The proposed development site is within the area of jurisdiction in which the Lee County Emergency Medical Service (EMS) provides service. The Lee County EMS is a State licensed advanced life support (ALS) provider and operates under the provisions of chapter 401 of the Florida Statutes.

Response time cannot be guaranteed due to any number or a combination of environmental and operational factors. Additionally, the absence of maps showing ingress and egress route makes it impractical to estimate response times. However, the average EMS response time for the San Carlos area is currently six (6) minutes. It is estimated that the amended build out population of 218 people will generate an additional 27 calls annually for EMS resources.

3. **Fire Protection**

This site is within the service jurisdiction of the Estero Fire District.

4. **Hazardous Material Management**

If the developer/end user decides to store hazardous materials on this property, procedures must be established for notifying local and State officials if a release occurs.

5. **Recommendations**

The following recommendations are presented in order to mitigate future hurricane damage and/or loss of life, as well as to ensure compliance with comprehensive plan objectives.

A. **General Hurricane Mitigation**

1. The Applicant shall initiate the establishment of a homeowner's or resident's association. The organization shall provide an educational program on an annual basis, in conjunction with the staff of Emergency Management, which will provide literature, brochures and speakers for Hurricane Awareness/Preparedness seminars. The intent of this recommendation is to provide a mechanism to educate residents concerning the actions they should take to mitigate the dangers inherent in these hazards. (Reference

Recommendations Continued

Goal 71, Objective 71.1, Policy 71.2, Goal 79, Objective 79.1, 79.1.1, Goal 80, Policy 80.1.3; Lee County Comprehensive Plan – 1999)

2 The applicant is required to comply with Lee County Ordinance 00-14, Land Development Code, dated July 26, 2000, Article XI, section 2-481, as it applies to mitigation for the development impacts on emergency public shelters and evacuation routes. Mitigation options must be selected and approved by the Director of Public Safety prior to award of a Development Order.

B. **Emergency Medical Service**

1. The applicant shall provide for the emergency medical service impacts generated by the proposed development as defined by the Lee County Development Code Chapter Two, Division 5. (Reference Goal 43, Objective 43.2, Policy 43.3.2; Lee County Comprehensive Land Use Plan – 1999)

2. If access to this development is through a security gate or similar device, which is not manned twenty-four hours a day, it must be equipped with an override switch installed in a glass-covered box to be use by drivers of emergency vehicles to gain entry.

C. **Fire Protection**

The applicant shall provide for the fire protection impacts generated by the proposed development as defined by the Lee County Development Code, Chapter Two, Division 5. (Reference 43, Objective 43.2.2; Goal 45, Objective 45.3, 45.3.2, Lee County Comprehensive Land Use Plan – 1999).

References:

Lee County Comprehensive Land Use Plan – 1999

Lee County Land Development Code, Ord. 00-14 – 2000

Hurricane Behavioral Analysis For Lee County – 1991

SWFLA Regional Hurricane Evacuation Plan – 1995

Super Fund Amendments and Reauthorization Act – 1986

Administrative Code AC 7-7 - 1998

LEE COUNTY
SOUTHWEST FLORIDA

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County Attorney

Diana M. Parker
County Hearing Examiner

February 19, 2001

Mr. Mitchel A. Hutchcraft, ASLA, AICP
12730 New Brittany Blvd., Suite 600
Fort Myers, Florida 33907

RE: CPA 2000-03, Lee Plan Future Land Use Amendment

Dear Mitch:

Planning staff finds the above mentioned submittal is insufficient and further information is needed. Part I of the application form indicates that the applicant is "Worthington Holdings." This section of the application also provides that the owner of record is "Worthington Holdings." Staff finds that the property appraiser's database provides that the owner of record is Worthington of Renaissance of LLC. Please correctly identify the applicant.

The following applies to Part III of the application:

B. The application does not provide information concerning the amount of Uplands and Wetlands. The section for "Area of each Existing Future Land Use Category" has not been filled out by the applicant. In other sections of the application the applicant indicates that the existing parcel includes 153 acres of Mixed Use Interchange and approximately 5 acres of General Interchange. Please confirm this. Staff has been unable to verify the presence of General Interchange lands within the subject property. In other words, staff has verified that all of the parcels provided in the STRAP list are designated as either Wetlands and/or the Mixed Use Interchange.

The submitted STRAP list provides the owner information as "Daniels -I75 Associates LTD. As stated above, staff finds the owner of record to be "Worthington of Renaissance of LLC." Please correct the STRAP list.

E. Planning staff will revised the potential development calculations when the applicant provides information about the location and extent of wetlands on the subject parcel.

The following comments pertain to Part IV of the application:

A. 1. The applicant has not provided the requested text change in a strike-out - underlined format. The application lacks analysis and data to justify this proposed change. The application does not provide an estimated needed residential allocation.

The applicant is proposing a text amendment but the Text Amendment Flat Fee has not been received by the County. Please pay the required fee.

A. 2. The applicant has only submitted 1 color copy of this required map. The submitted black and white copies are impossible to distinguish the difference between land use categories. Please resubmit 30 copies of the color map.

A. 5 & 6. Staff finds problems with the submitted legal for the subject parcel. The acreage does not match (152.95 versus 158) the acreage figure in Part III.B. The submitted "Boundary Survey" includes parcels outside of the area that staff assumes is subject to this request. Staff needs a map with parcels identified by number corresponding to the deed and parcel legals. Staff is also asking that the applicant provide an opinion of title and a boundary survey which agree. Staff prefers that the applicant provide a metes and bounds description that includes right-of-ways such as Danport Center Boulevard. If you have any questions, please contact Jerry Murphy at 479-8372.

Staff does not find any deeds were submitted with the application. Please provide a copy of the deed(s) for the property subject to the requested change.

A. 8. Please submit the required authorizations from the property owners of the subject property so that the agent may represent the owners in this matter. The authorization submitted is from Scott Connell of "Worthington Holdings LLC." Property Appraiser records indicate the ownership of the subject property as Worthington of Renaissance of LLC.

B.1. Please provide the required analysis. The application provides that "Because this question was reviewed and approved for PAM/T 98-07, which reflects an increase over the previous uses, and the proposed amendment is consistent with the adopted MPO plans and FDOT's 5-year Transportation Plan, and will not require any revisions to the Traffic Circulation and/or Capital Improvements Elements." These conclusions are not supported with data and analysis. Please see the attached memo from the Department of Transportation.

B.2. Comments contained in a February 13, 2001 memo from Mike Carroll are attached.

B.3.c. Staff has been unable to locate this letter in the submitted application. Please provide the required letter.

C. See attached comments from Environmental Sciences staff.

C.1. This submitted Exhibit indicates an approximate acreage of 542.42. Other sections of the application indicate that the subject parcel is approximately 158 acres. Please correct this.

C.2. Staff notes the presence of additional soil (44 & 13) types on the subject property. Please revise the application to include these types.

C.4. See Comments above in C.1.

C.5. Staff does not find "a table of plant communities by FLUCCS..." Please provide the requested table.

D.1. The applicant has not indicated whether or whether not there are any historic resources listed on the Florida Master Site File which are located on the subject property or adjacent properties. Please provide this information.

D.2. Please provide a map showing the subject property location on the archeological sensitivity map for Lee County.

E.1. Please provide the required discussion.

E.3. Please provide the required discussion.

F. Staff finds the application statement that "The proposed amendment does not contain any provisions that require additional information under this section" is insufficient. The application proposes to eliminate approximately 153 acres of Mixed Use Interchange while providing little analysis or justification. The purpose in establishing this land use category was to provide employment, permitting commercial and light industrial uses, while providing convenient housing for commuters that rely on the interstate. Another purpose was to provide the opportunity for commercial establishments to provide daily shopping needs for these future residents. The applicant's proposal will eliminate the potential for light industrial uses and limit the opportunity for commercial development. The applicant's request does propose eliminating an employment center. Specific comments are provided below:

F.1.a. Please provide the required information.

F.1.c. The application does not provide an analysis of the requirements of Lee Plan Policy 7.1.4. The applicant should provide an analysis of the affect of the proposed change on the County's industrial employment goal.

G. The application lacks justification that is supported with adequate data and analysis. For example, the application provides the statement that "the demand for commercial within this quadrant of Interstate 75 can still be accommodated in the vacant 35+ acres that are still designated as General Interchange" while providing no data and analysis to substantiate this statement. The application provides little justification for the need for additional low density development in Lee County.

If I can be of any assistance or if you have any questions, please do not hesitate to call me at 479-8548.

Sincerely,

DEPARTMENT OF COMMUNITY DEVELOPMENT, DIVISION OF PLANNING

MATTHEW A. NOBLE
Principal Planner

cc: Planning file: CPA2000-03

LEE COUNTY
SOUTHWEST FLORIDA

LEE COUNTY
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DEPARTMENT OF TRANSPORTATION

Memo

To: Matt Noble, Principal Planner, Planning Division

From: David M. Loveland, Planning Program Director

Date: February 15, 2001

Subject: **CPA-2000-03**

We have reviewed the information submitted by the applicant for the above referenced application and found it insufficient for review. The traffic circulation analysis, which was submitted as part of PAM 98-07, was based on the change of 68± acres from Outlying Suburban to General Interchange. The above application is to request a change of 153± acres of General Interchange to Outlying Suburban. Although the applicant states that the proposed amendment will result in a significant reduction in intensity and density, an analysis to determine whether the proposed change requires a modification to the socio-economic data forecasts for TAZ 640 in Year 2020 has not been provided in accordance with the application requirements. Please have the applicant provide an evaluation of the socio-economic data forecasts and a trip generation comparison between the current land uses and proposed land uses for review.

If you have any questions, please let me know.

LW/DML/mlb

cc: Administrative File

MEMORANDUM
FROM THE
DEPARTMENT OF
COMMUNITY DEVELOPMENT
DEVELOPMENT SERVICES DIVISION

DATE: February 13, 2001

TO: Matt Noble
Division of Planning

FROM: Mike Carroll
Development Services

RE: PAM 00-03
Renaissance South

The proposed amendment to the Lee County Land Use Map is to change the land use category from Mixed Use Interchange and General Interchange to Outlying Suburban. The change in category would allow a maximum density for residential uses of3.0 dwelling units per acre which would allow up to 474 residences.

The property is within the service area of Lee County Utilities and sewer and water lines are available within a reasonable distance of the property. If constructed to the maximum number of units potable water consumption would be approximately 120,000 gallons per day or about 4.5 % of the available capacity of the Corkscrew WTP. Sewage generation would be approximately 95,000 gallons per day or about 1.5% of the available capacity of the City of Fort Myers South STP.

We would expect a potential population of about 990 people. There would be a potential increase of 3.46 tons/day of solid waste. The Lee County Waste to Energy Facility has sufficient capacity to handle this potential increase for the foreseeable future.

The proposed residential development should have no effect on the flooding of evacuation routes if the projects stormwater management facilities do not block the flow of stormwater towards the Six Mile Cypress Slough to the west.

The potential population of 990 residents will require 5.94 acres of regional parks to meet the required level of service (LOS) and 7.97 acres to meet the desired LOS standard. There is sufficient acreage of regional parks to meet the required LOS standard beyond the Year 2004. However, the desired LOS will probably not be met in 2004.

MC/cb
S:\WRITERS\CARROLCM\PAM00-03.wpd

The residents will also require 0.80 acres of community parks in Community Park Impact Fee District 4 to meet the required LOS standard and 1.73 acres to meet the desired LOS standard. There is sufficient acreage to meet the required LOS standard through the Year 2004. However, the desired LOS standard has not been met since 1997 in this Impact Fee District. The new park or addition planned in Community Park Impact Fee District 4 is a 55-acre addition to the Estero Community Park and a 60 acre park in South Fort Myers neither of which is in the 5 year Capital Improvements Program.

LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: (941) 479-8585

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County Attorney

Diana M. Parker
County Hearing Examiner

February 12, 2001

Public Service/Review Agencies
See Distribution List

RE: PAM 98-06 and CPA 2000-03 - Privately Initiated Lee Plan Future Land Use Map Amendments

Planning Division staff requests your agencies help in reviewing the above referenced Lee Plan amendments.

The applicant in PAM 98-06 is proposing to change approximately 60 acres from the Rural designation to Outlying Suburban. The maximum residential density permitted in Rural designations is 1 unit per acre. The maximum permitted density in Outlying Suburban is 3 units per acre. The applicant also proposes an amendment to Lee Plan Policy 1.1.6 and note 6 of Table 1(a) that would limit density to 2 units per acre on the subject property. There is approximately 52 acres of uplands on the property giving a total of 52 units under Rural designation or 156 units under Outlying Suburban. The text amendment would limit this to 104 units. Staff notes that the residential units are approximate as the exact acreage of wetlands has not yet been determined by the South Florida Water Management District.

The applicant in CPA 2000-03 proposes to convert 153 acres of Mixed Use Interchange and +/- 5 acres of General Interchange to Outlying Suburban. The subject property consist of 31 parcels adding up to approximately 158 acres near the intersection of I-75 and Daniels Parkway. Most of the subject area is vacant with a few residential uses. There are eight CPDs around it although six of them are vacant. The rest of the surrounding zoning is AG-2 or RPD. The proposed Future Land Use designation change is expected to reduce the intensity of development for the subject property. Under current designations 765 residential units and 1,376,496 square feet of commercial development could be developed on the subject parcel. In order to achieve both of these maximum numbers, the commercial and residential development would have to be mixed, (i.e., residential over commercial). The applicant has not provided any official wetland determination at this time. Therefore, Staff requests that the proposal be handled as a worst case scenario and that the entire parcel be assumed to be upland. Under the proposed designation, 474 units would be permitted on 158 acres.

Thank you for your attention in this matter. We request that any responses be received before February 26. If you have any questions, please do not hesitate to call Matt Noble of my staff at 479-8548.

Sincerely,

DEPARTMENT OF COMMUNITY DEVELOPMENT

Paul O'Connor

PAUL O'CONNOR, AICP
Director, Division of Planning

Distribution List:

John Wilson, Lee County Public Safety
Chris Hansen, Lee County Public Safety, EMS
A. Scott Hamilton, Lee County Sheriff's Office
Roland E. Ottolini, Lee County Natural Resources Management
Steven Myers, Lee Tran
John Yarbrough, Lee County Parks & Recreation
Stephanie Keyes, Lee County School Board
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Bill Horner, Lee County Port Authority
Elly McKuen, Lee County Economic Development
Robert Gurnham, Lee County Development Services
Kim Trebatoski, Lee County Division of Planning, Environmental Sciences Program
John Campbell, Lee County Public Safety, Emergency Management
Jim Lavender, Lee County Public Works
Jerry Murphy, Lee County Development Services
Rick Diaz, Lee County Utilities
Chief Richard T. Chappelle, City of Fort Myers Fire Department
Chief Natale Ippolito, San Carlos Park Fire Protection and Rescue Service District

MEMORANDUM
FROM
DEPARTMENT OF COMMUNITY DEVELOPMENT
DIVISION OF PLANNING: ENVIRONMENTAL SCIENCES

Date: January 30, 2001

To: Matt Noble, Principle Planner
From: Kim Trebatoski, Senior Environmental Planner

Re: CPA 2000-00003
Counter Stamped Received September 29, 2000

The Division of Planning / Environmental Sciences (ES) staff have reviewed the proposed Future Land Use Map amendment case CPA 2000-00003. The following information is needed to compile the ES staff report:

1. A proposed FLUM with proposed land use(s). This map must delineate state jurisdictional wetlands or provide a South Florida Water Management District permit including exhibits showing approved wetland impact and required wetland preservation areas. Any wetland areas to be preserved must be delineated on the FLUM as Wetland.

MEMORANDUM
FROM
THE DEPARTMENT OF
COMMUNITY DEVELOPMENT
PLANNING DIVISION

DATE: January 18, 2001

TO: Distribution **FROM:** Matthew Noble

Matt Noble
Principal Planner

RE: Proposed Comprehensive Plan Amendment Applications

Staff is currently evaluating the contents of the applications you have submitted. We will be coordinating with numerous agencies, therefore, please send us 20 additional sets no later than Friday, February 2, 2001.

DISTRIBUTION:

CPA2000-02

Robert Pritt
Roetzel & Andress
2320 First Street, Suite 1000
Fort Myers, FL 33901

CPA2000-03 and CPA2000-04

Mitch Hutchcraft, ASLA, AICP
Vanasse & Daylor, LLP
12730 New Brittany Blvd., Suite 600
Fort Myers, FL 33907

CPA2000-05

Joseph M. Madden, Jr.
Crown Colony Management, Inc.
6100 Mid Metro Drive, Suite 7
Fort Myers, FL 33912

PAM 98-06

D. Wayne Arnold, AICP
Q. Grady Minor & Associates, P.A.
3800 Via Del Rey
Bonita Springs, FL 34134

S:\COMPREHENSIVE\Plan Amendments\00\copyrequ.wpd

LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

John E. Manning
District One

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing Examiner

Writer's Direct Dial Number: 335-1604

September 12, 2000

Mitch Hutchcraft, ASLA, AICP
Vanasse & Daylor, LLP
8270 College Parkway, Suite 205
Fort Myers, Florida 33919

Re: **Comprehensive Plan Amendment for Daniels Interchange**

Dear Mr. Hutchcraft:

Thank you for sending me information regarding the Comprehensive Plan Amendment for Daniels Interchange. When completed, Lee County EMS will provide emergency care to the residents and visitors of this area.

If the amendment is successful, the proposed build out population of 500 residential units, with two residence per dwelling based on the factor of 126 calls per 1,000 population, the estimated annual EMS impact is 126 calls. The impact of this amendment would not affect the levels of service provided by Lee County Emergency Medical Service.

If you would like to discuss this further, please call me at the above referenced number.

Respectfully submitted,

DIVISION OF PUBLIC SAFETY

H.C. "Chris" Hansen
EMS Program Manager

2465 Highland Ave.
Ft. Myers Fl. 33916

Florida Recycling Services, Inc.

September 12, 2000

Dear Mr. Hutchcraft

This letter concerns the 150-acre parcel at the northwest quadrant of the intersection of I- 75 and Daniels Parkway. Effective 10-01-2000 this area will be serviced by Florida Recycling Services for solid waste collection. FRS sends combustible wastes to the County's Waste to Energy Facility and non- combustible waste to the Gulf Coast Land fill. There will be no impact on FRS and we will be able and have the ability to provide the service that will be needed. If you have any questions please fill free to call me at 407-332-8500.

Sincerely,

Rodgers Wilkinson

Rodgers Wilkinson
Area Manager.

Recycle to benefit the enviroment

B.3

THE SCHOOL DISTRICT OF LEE COUNTY

2055 CENTRAL AVENUE • FORT MYERS, FLORIDA 33901-3988 • (941) 334-1102 • FAX (941) 337-8378

PATRICIA ANN RILEY
CHAIRMAN • DISTRICT 3

KATHERINE BOREN
VICE CHAIRMAN • DISTRICT 4

TERRI K. WAMPLER
DISTRICT 1

LANNY MOORE, SR.
DISTRICT 2

LISA POCKRUS
DISTRICT 5

BRUCE HARTER, PH.D.
SUPERINTENDENT

KEITH B. MARTIN
BOARD ATTORNEY

September 7, 2000

Mr. Mitch Hutchcraft, AICP
Executive Vice President
Vanasse & Daylor, LLP
12730 New Brittany Boulevard, Suite 600
Fort Myers, FL 33907

Re: Request for Determination of Adequacy
Proposed Lee Plan Amendment, Daniels Interchange

Dear Mr. Hutchcraft:

This letter is in response to your request for a determination of adequacy from the Lee County School District on a plan amendment submitted to Lee County. The existing property could contain up to 500 residential dwelling units. This would generate approximately 155 public school students, based on an estimated student generation rate of .31 per dwelling unit for South Lee County, creating a need for up to 7 new classrooms in the District. According to the FY 00-01 District budget, expenditures per Full Time Equivalent (FTE) student are $5,907.00, creating a financial impact of up to $915,585.00 to the District.

The proposed amendment would decrease the units by 26 for a total of 474 residential dwelling units, generating approximately 147 public school students, the need for six additional classrooms in the District, and a financial impact of up to $868,329.00. Thus, the proposed plan amendment would reduce the potential impact by 8 students and one classroom in comparison with the existing land use category now assigned the property. The net difference would lower the potential financial impact to the District by $47,256.00 but would nevertheless create impacts to the District and its resources.

If you have any further questions or comments, please give me a call.

Sincerely,

Stephanie Keyes

Stephanie Keyes, Facilities Planner
Facilities Management and Capital Projects

cc: Frederick Gutknecht, Director, Facilities Management and Capital Projects

Daniels9-7-00.doc

SOUTH TRAIL
FIRE PROTECTION & RESCUE
SERVICE DISTRICT

Emergency 911

5531 Halifax Avenue
Fort Myers, Florida 33912

Business 433-0080
FAX 433-1941

Prevention 482-8030
FAX 433-2185

September 6, 2000

Mitch Hutchcraft, RLA, AICP
Vanasse & Daylor, LLP
12730 New Brittany Blvd., Suite 600
Fort Myers, FL 33907

Re: Comprehensive Plan Amendment, Daniels Interchange

Dear Mr. Hutchcraft:

This is in response to your September 6th letter requesting our District's input into the proposed comprehensive plan amendment for the northwest quadrant of the I-75/Daniels Parkway interchange. From your correspondence, you have indicated a less intensive land use with fewer residential units, minimal commercial use and no industrial use.

Based upon the information provided there should be no additional impact upon our resources other than that which is contemplated through the capital development mitigation required by the Lee County Fire/EMS Impact Fee Ordinance. As you are aware, the site is currently served by a fire substation, (with ALS service), located directed across the street on Daniels Parkway. The South Trail Fire District is also in the process of planning for construction, a new substation, to be built approximately three miles East of your project within the Gateway community.

Should you have any questions with regards to this response, please do not hesitate to contact my office.

Respectfully,

Clifford H. Paxson

Clifford H. Paxson
Chief

B.3

RENAISSANCE Comprehensive Plan Amendment

To: B Chumley
File
Goal was
March 1st.

Received ORC report	Nov. 21, 2001
BoCC adoption (60 days) ?	Jan. 21, 2002
☆ BoCC submit adoption to DCA (10 days)	Jan. 31, 2002 - Letter - BoCC Adoption
DCA publish Notice of Intent (30 or45 days)	Mar. 2, 2002 or Mar.17, 2002
21 day window for Public to Contest	Mar. 24, 2002 or Apr. 14, 2002

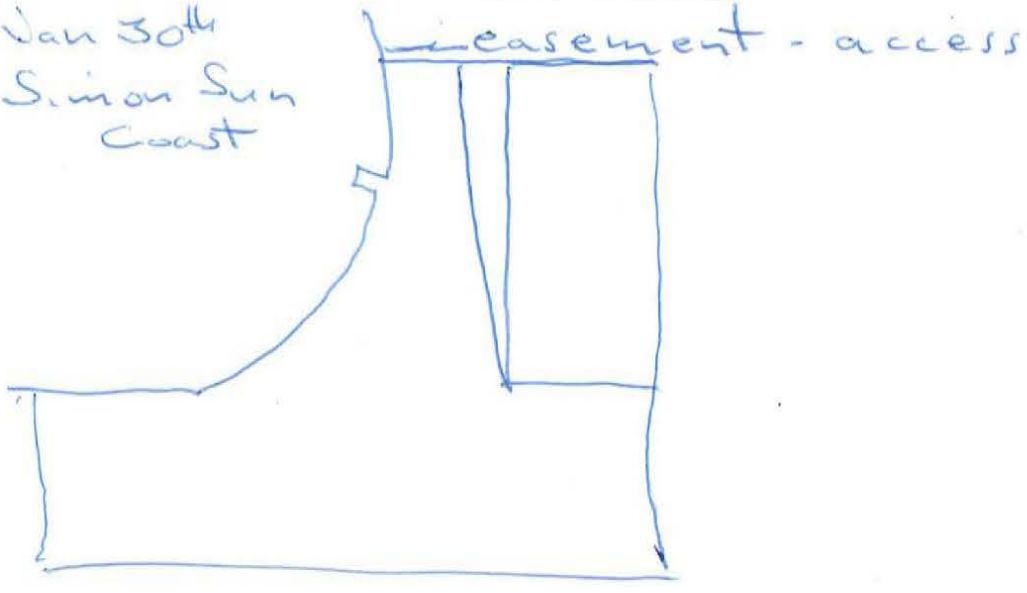
SOUTH

Staff Report – due	Dec. 12
HEX -hearing	Jan. 3
BoCC - hearing	Jan. 24 ?

→ Jan. 24 ½ day
end of Feb.?

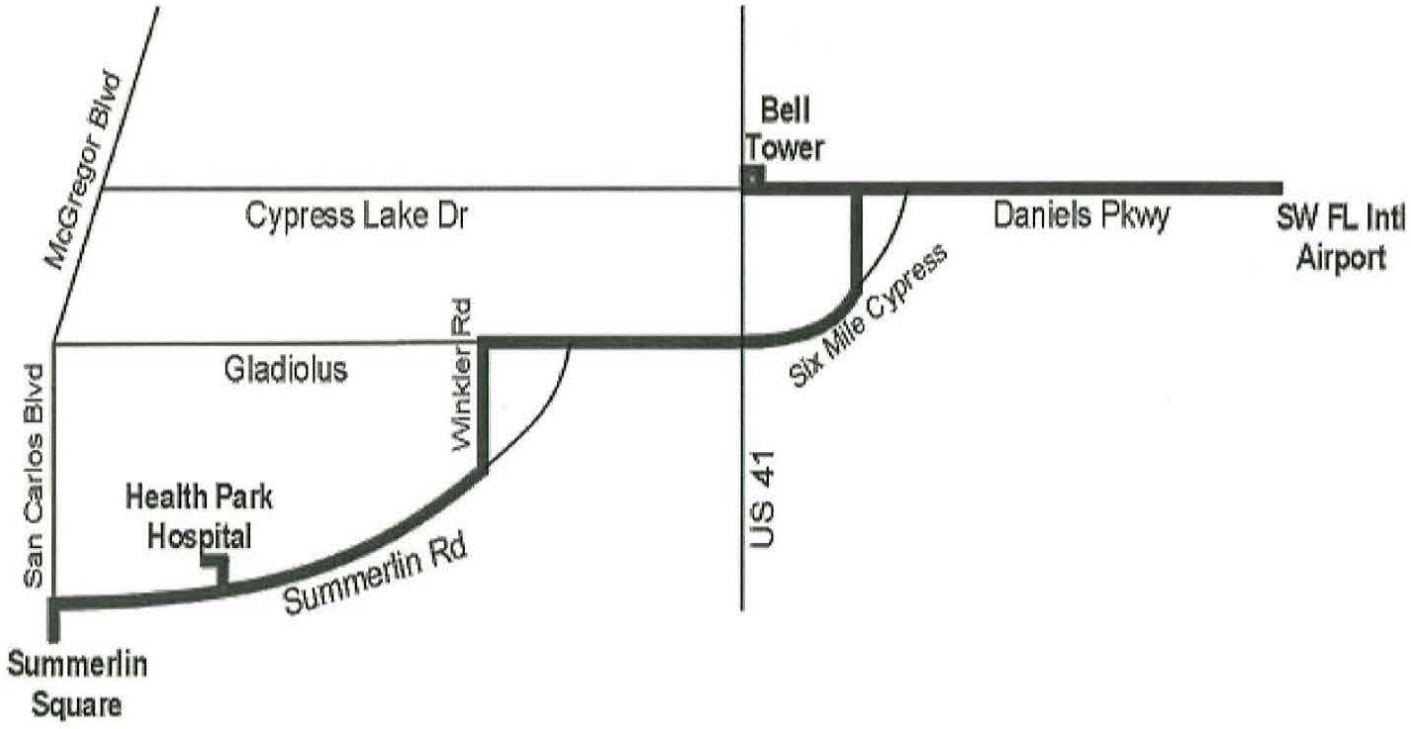
Billboard - illegal lot split
Zoned Mpd
lot size
easement - access

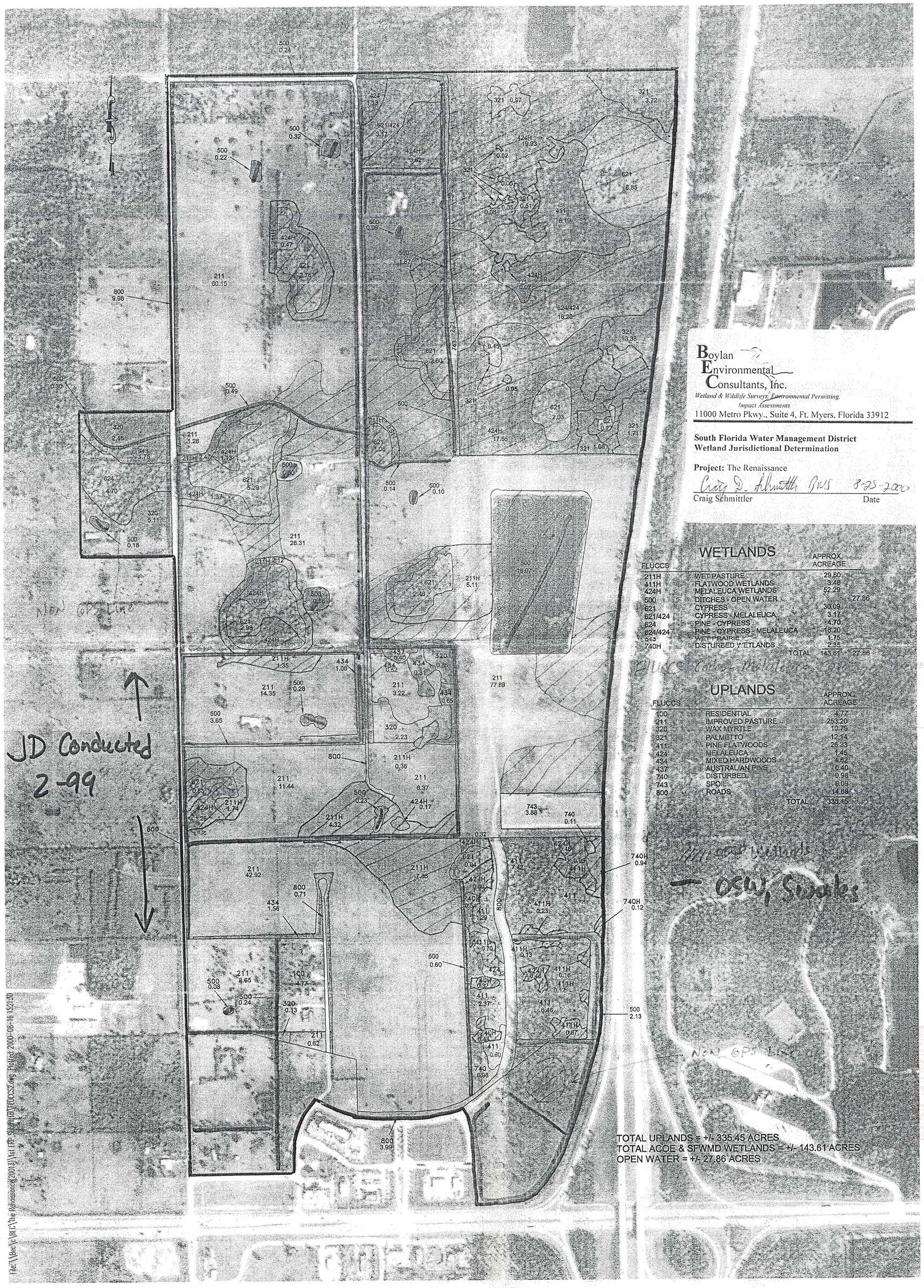
Jan 30th
Simon Sun
Coast



Route 85 Summary

Route 85 is an hourly route that serves several residential areas: SWI Airport, Danport Centre, Gulf Coast Hosp., Bell Tower, Lakes Park, Health Park, and Summerlin Square. This route has direct connection with the Park-n-Ride Trolley to Fort Myers Beach at Summerlin Square.





Boylan
Environmental
Consultants, Inc.
Wetland & Wildlife Surveys, Environmental Permitting, Impact Assessments
11000 Metro Pkwy., Suite 4, Ft. Myers, Florida 33912

South Florida Water Management District
Wetland Jurisdictional Determination

Project: The Renaissance

Craig D. Schmittler BWS 8-25-2000
Craig Schmittler Date

WETLANDS

FLUCCS		APPROX. ACREAGE	
211H	WET PASTURE	29.60	
411H	FLATWOOD WETLANDS	3.46	
424H	MELALEUCA WETLANDS	52.29	
500	DITCHES - OPEN WATER		27.86
621	CYPRESS	30.09	
621/424	CYPRESS - MELALEUCA	3.17	
624	PINE - CYPRESS	4.70	
624/424	PINE - CYPRESS - MELALEUCA	16.20	
643	WET PRAIRIE	1.75	
740H	DISTURBED WETLANDS	2.35	
	TOTAL	143.61	27.86

UPLANDS

FLUCCS		APPROX. ACREAGE
100	RESIDENTIAL	4.77
211	IMPROVED PASTURE	253.20
320	WAX MYRTLE	10.79
321	PALMETTO	12.14
411	PINE FLATWOODS	26.33
424	MELALEUCA	1.45
434	MIXED HARDWOODS	4.62
437	AUSTRALIAN PINE	0.40
740	DISTURBED	0.98
743	SPOIL	6.09
800	ROADS	14.68
	TOTAL	335.45

TOTAL UPLANDS = +/- 335.45 ACRES
TOTAL ACOE & SFWMD WETLANDS = +/- 143.61 ACRES
OPEN WATER = +/- 27.86 ACRES

RECEIVED
MAY 25 2001
PERMIT COUNTER
2000-00003

File: \\Bec\c\BLC\The Renaissance(20013)\1st ERP Submittal\FLUCCS2.dwg Plotted: 2000-08-16 15:21:30

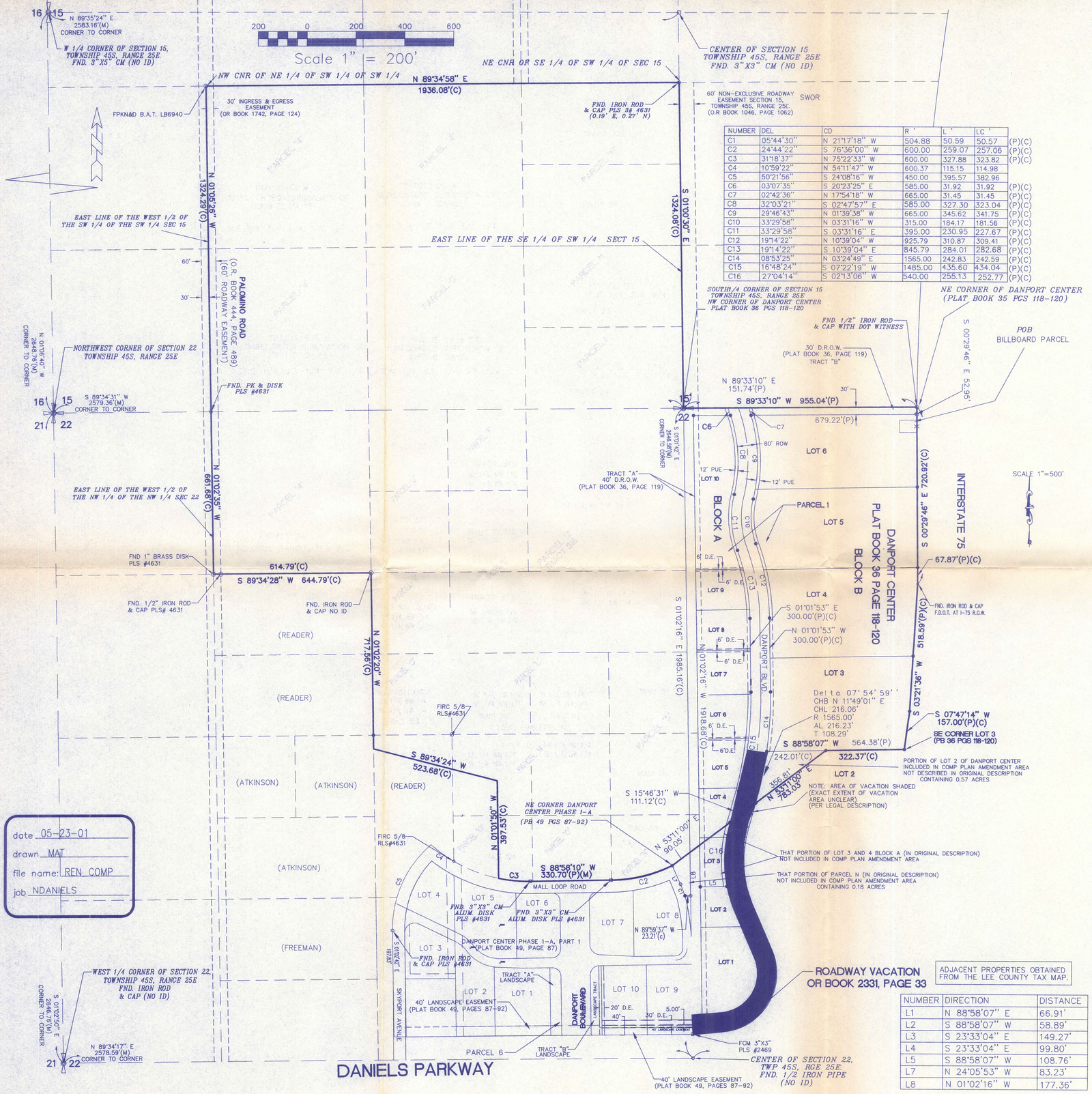
BOUNDARY SKETCH
TO
ACCOMPANY LEGAL DESCRIPTION
FOR
RENAISSANCE
COMP PLAN AMENDMENT AREA

A PORTION OF SECTIONS 15 & 22, TWP 45S, RGE 25E
LEE COUNTY, FLORIDA

ACREAGE BREAKDOWN

TOTAL AREA = 152.37 ACRES

LEGAL DESCRIPTION AS PREPARED BY SURVEYOR
(SEE ATTACHED)



NUMBER	DEL	CD	R '	L '	LC '	
C1	05°44'30"	N 21°17'18" W	504.88	50.59	50.57	(P)(C)
C2	24°44'22"	S 76°36'00" W	600.00	259.07	257.06	(P)(C)
C3	31°18'37"	N 75°22'33" W	600.00	327.88	323.82	(P)(C)
C4	10°59'22"	N 54°11'47" W	600.37	115.15	114.98	
C5	50°21'56"	S 24°08'16" W	450.00	395.57	382.96	
C6	03°07'35"	S 20°23'25" E	585.00	31.92	31.92	(P)(C)
C7	02°42'36"	N 17°54'18" W	665.00	31.45	31.45	(P)(C)
C8	32°03'21"	S 02°47'57" E	585.00	327.30	323.04	(P)(C)
C9	29°46'43"	N 01°39'38" W	665.00	345.62	341.75	(P)(C)
C10	33°29'58"	N 03°31'16" W	315.00	184.17	181.56	(P)(C)
C11	33°29'58"	S 03°31'16" E	395.00	230.95	227.67	(P)(C)
C12	19°14'22"	N 10°39'04" W	925.79	310.87	309.41	(P)(C)
C13	19°14'22"	S 10°39'04" E	845.79	284.01	282.68	(P)(C)
C14	08°53'25"	N 03°24'49" E	1565.00	242.83	242.59	(P)(C)
C15	16°48'24"	S 07°22'19" W	1485.00	435.60	434.04	(P)(C)
C16	27°04'14"	S 02°13'06" W	540.00	255.13	252.77	(P)(C)

NUMBER	DIRECTION	DISTANCE
L1	N 88°58'07" E	66.91'
L2	S 88°58'07" W	58.89'
L3	S 23°33'04" E	149.27'
L4	S 23°33'04" E	99.80'
L5	S 88°58'07" W	108.76'
L7	N 24°05'53" W	83.23'
L8	N 01°02'16" W	177.36'

ADJACENT PROPERTIES OBTAINED FROM THE LEE COUNTY TAX MAP.

date 05-23-01
drawn MAT
file name: REN COMP
job NDANIELS

SURVEYORS NOTES

1. THE BEARINGS SHOWN ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST ONE QUARTER OF SECTION 15, TOWNSHIP 45 SOUTH, RANGE 25 EAST, BEING NORTH 89°35'24" EAST.
2. THIS LEGAL DESCRIPTION OR SURVEY SKETCH IS NOT VALID UNLESS THE LEGAL DESCRIPTION THAT ACCOMPANIES SKETCH BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE PURPOSE OF THIS SURVEY SKETCH IS TO DELINEATE THE BOUNDARIES OF CERTAIN PORTIONS OF LAND THAT DESCRIBED THE MPD AREA AS NOTED

LEGEND

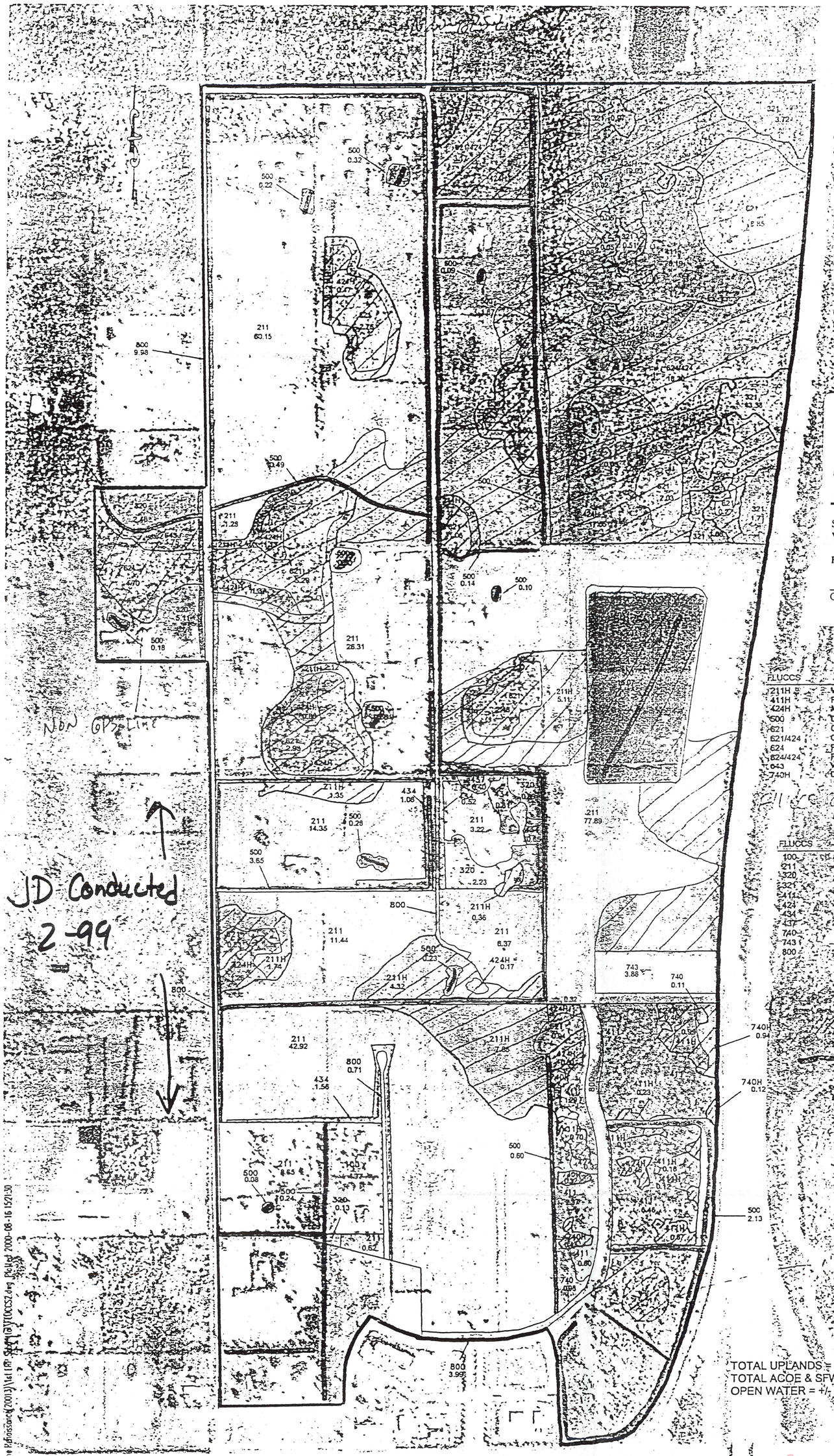
NO ID= NO IDENTIFICATION
(D) = DEED
PRM = PERMANENT REFERENCE MONUMENT
FND = FOUND
(C) = CALCULATED
(M) = MEASURED
(P) = PLAT
(DS) = DEED SURVEY PER CPD/RPD DOCUMENTS
NGVD = NATIONAL GEODETIC VERTICAL DATUM
USGS = UNITED STATES GEODETIC SURVEY
R/W = RIGHT OF WAY
CD = CHORD BEARING
LC = CHORD LENGTH
L = ARC LENGTH
R = RADIUS
F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
F.P.L = FLORIDA POWER & LIGHT
F.P.L = FLORIDA POWER & LIGHT

MPD = MASTER PLANNED DEVELOPMENT
DEL = DELTA
PG. = PAGE
O.R. = OFFICIAL RECORDS BOOK
△ = DELTA ANGLE
CM = CONCRETE MONUMENT
POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
PLS = PROFESSIONAL LAND SURVEYOR
EOP = EDGE OF PAVEMENT
CNR = CORNER
SEC = SECTION
AC = ACRES
FCM = FOUND CONCRETE MONUMENT
● = SET 1/2" IRON REBAR & CAP (LB#6572 OR PSM#5294)
■ = SET CONCRETE MONUMENT
○ = FOUND IRON REBAR & CAP
□ = FOUND CONCRETE MONUMENT

CES
COMMUNITY ENGINEERING SERVICES, INC.
Civil Engineering • Surveying • Project Management
LB# 6572
9200 Bonita Beach Road Suite 213
Bonita Springs, Florida 34135
Telephone (941) 495-0009 Fax (941) 495-7934

RECEIVED
MAY 25 2001
PERMIT COUNTER
2000-00003

J:\WORK\TION\NDANIELS\REN_COMP Wed May 23 14:51:43 2001 PLOT BY MAT



Boylan Environmental Consultants, Inc.

Wetland & Wildlife Surveys / Environmental Permitting / Impact Assessments

11000 Metro Pkwy., Suite 4, Ft. Myers, Florida 33912

South Florida Water Management District
Wetland Jurisdictional Determination

Project: The Renaissance

Craig D. Schmittler, PWS — 3-23-2001
Craig Schmittler — Date

WETLANDS

FLUCCS		APPROX ACREAGE	
211H	WET PASTURE	29.60	
411H	FLATWOOD WETLANDS	3.48	
424H	MELALEUCA WETLANDS	52.29	
500	DITCHES & OPEN WATER		27.86
621	CYPRESS	30.08	
621/424	CYPRESS - MELALEUCA	3.12	
624	PINE - CYPRESS	14.70	
624/424	PINE - CYPRESS - MELALEUCA	16.20	
643	WET PRAIRIE	1.75	
740H	DISTURBED WETLANDS	2.35	
	TOTAL	143.61	27.86

UPLANDS

FLUCCS		APPROX ACREAGE
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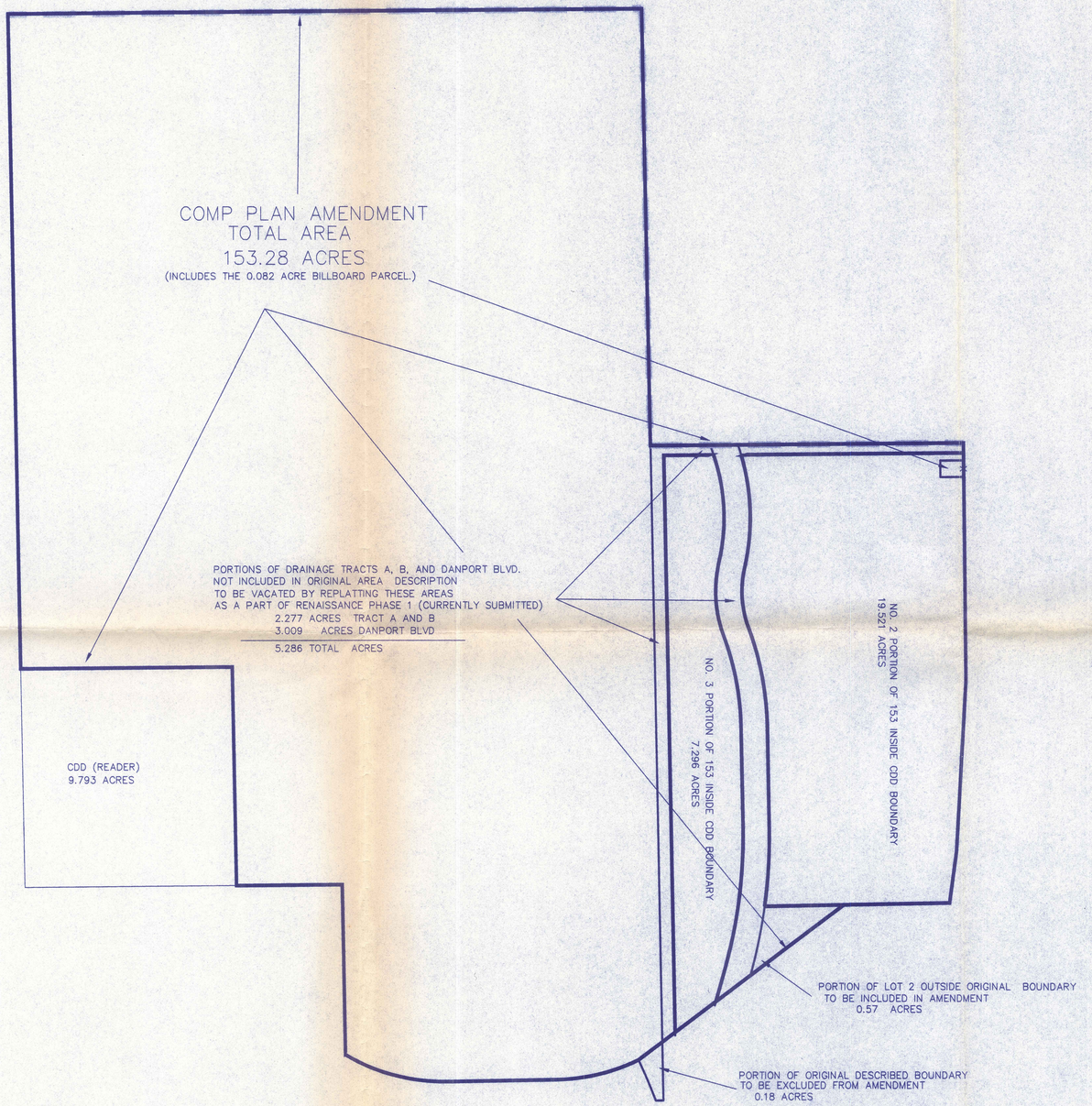
434	MIXED HARDWOODS	4.62
437	AUSTRALIAN PINE	0.40
740	DISTURBED	0.98
743	SPOIL	6.09
800	ROADS	14.66
	TOTAL	335.45

Old Stables

TOTAL UPLANDS = +/- 335.45 ACRES
TOTAL ACOE & SFWMD WETLANDS = +/- 143.61 ACRES
OPEN WATER = +/- 27.86 ACRES

RECEIVED
MAR 30 2001
PERMIT COUNTER

EXHIBIT II F 1



RECEIVED
MAR 30 2001
PERMIT COUNTER

PLEASE NOTE THAT THE AREAS AS SHOWN ARE BASED ON ACTUAL SURVEY DATA AND MAY VARY FROM THOSE AREAS AS INDICATED ON PARCEL INFORMATION ON RECORD IN OFFICES OF LEE COUNTY FLORIDA.

date 032901
drawn .
file name: AMEND_KEY
job CDD/153

No.	Date	Revisions

COMMUNITY ENGINEERING SERVICES, INC.
Civil Engineering • Surveying • Project Management
9200 Bonita Beach Road Suite 213
Bonita Springs, Florida 33923
Telephone (941) 495-0009 Fax (941) 495-7934

COMP PLAN AMENDMENT AREAS

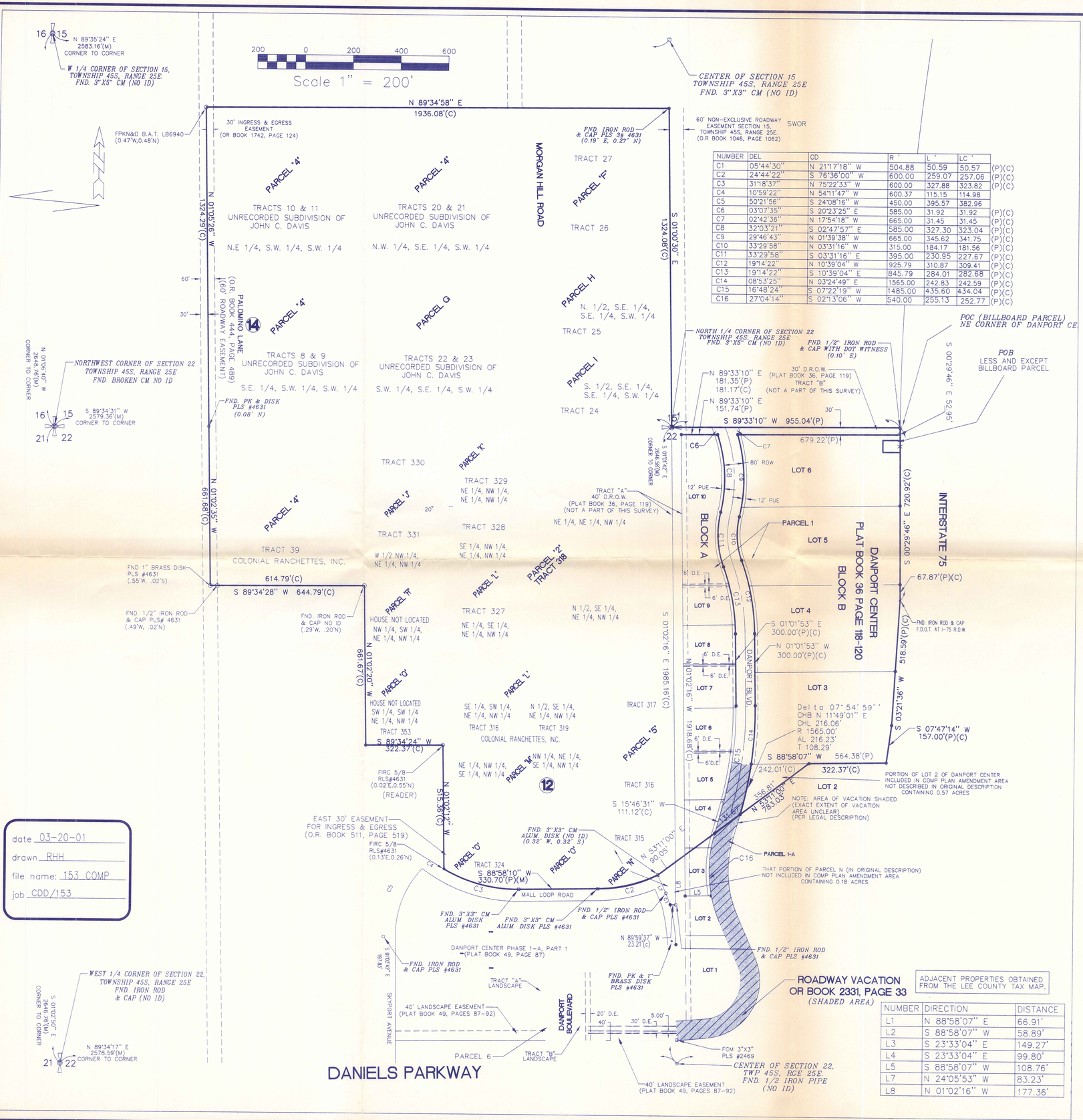
PARCEL KEY MAP

scale: 1"=200'
1"=10'

SHEET 1 OF 1

date

BOUNDARY SKETCH OF DESCRIPTION
FOR
COMP PLAN AMENDMENT AREA
A PORTION OF SECTION 15 & 22, TWP 45S, RGE 25E
LEE COUNTY, FLORIDA



NUMBER	DEL	CD	R '	L '	LC '	
C1	05°44'30"	N 21°17'18" W	504.88	50.59	50.57	(P)(C)
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C4	10°59'22"	N 54°11'47" W	600.37	115.15	114.98	
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C7	02°42'36"	N 17°54'18" W	665.00	31.45	31.45	(P)(C)
C8	32°03'21"	S 02°47'57" E	585.00	327.30	323.04	(P)(C)
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L3	S 23°33'04" E	149.27'
L4	S 23°33'04" E	99.80'
L5	S 88°58'07" W	108.76'
L7	N 24°05'53" W	83.23'
L8	N 01°02'16" W	177.36'

date 03-20-01
drawn RHH
file name: 153 COMP
job CDD/153

ACREAGE BREAKDOWN

TOTAL AREA = 153.28 ACRES

BILL BOARD PARCEL AS LESS AND EXCEPTED IN LEGAL DESCRIPTION = 0.082 ACRES

LEGAL DESCRIPTION AS PREPARED BY SURVEYOR

LEGAL DESCRIPTION
FOR
153 COMP PLAN AMENDMENT AREA

A PARCEL OF LAND LYING IN SECTIONS 15 AND 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, SAID LAND BEING SITUATED WEST OF I-75 AND NORTH OF DANIELS ROAD AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT THE SOUTH ¼ CORNER OF SECTION 15, TOWNSHIP 45 SOUTH, RANGE 25 EAST; SAID POINT ALSO BEING THE NORTHWEST CORNER OF DANPORT CENTER PLAT BOOK 36, PAGES 118 THROUGH 120, THENCE ALONG THE NORTH LINE OF SAID PLAT AND THE SOUTH LINE OF SECTION 15, N 89°33'10" E, A DISTANCE OF 955.04' TO A POINT MARKING THE NORTHEAST CORNER OF SAID PLAT AND ALSO BEING ON THE WEST RIGHT OF WAY OF INTERSTATE 75, THENCE ALONG SAID RIGHT OF WAY AND SAID PLAT THE FOLLOWING BEARINGS AND DISTANCE CALLS
THENCE S 00°29'46" E, A DISTANCE OF 720.92' TO A POINT,
THENCE S 03°21'36" W, A DISTANCE OF 518.59' TO A POINT,
THENCE S 07°47'14" W, A DISTANCE OF 157.00' TO A POINT MARKING THE SOUTHEAST CORNER OF LOT 3 OF "DANPORT CENTER" AS RECORDED IN PLAT BOOK 36 PAGES 118 THROUGH 120, THENCE WITH THE SOUTH LINE OF SAID LOT 3,
S 88°58'07" W, A DISTANCE OF 322.37' TO A POINT, THENCE LEAVING SAID RIGHT OF WAY AND CONTINUING ON SAID PLAT,
THENCE S 53°11'00" W, A DISTANCE OF 783.03' TO A POINT MARKING THE NORTHEAST CORNER OF "DANPORT CENTER PHASE 1A" AS RECORDED IN PLAT BOOK 49 PAGES 87 THROUGH 92, THENCE WITH THE NORTH LINE OF SAID PLATTED LANDS AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 24°44'22", AN ARC DISTANCE OF 259.07', RADIUS OF 600.00', WITH A CHORD BEARING OF S 76°36'00" W, A DISTANCE OF 257.06' TO A POINT,
THENCE S 88°58'10" W, A DISTANCE OF 330.70' TO A POINT,
THENCE AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 31°18'37", AN ARC DISTANCE OF 327.88', HAVING A RADIUS OF 600.00', WITH A CHORD BEARING OF N 75°22'33" W, A DISTANCE OF 323.82' TO A POINT,
THENCE LEAVING SAID PLAT AND RUNNING N 01°02'12" W, A DISTANCE OF 515.36' TO A POINT,
THENCE S 89°34'24" W, A DISTANCE OF 322.37' TO A POINT,
THENCE N 01°02'20" W, A DISTANCE OF 661.67' TO A POINT
THENCE S 89°34'28" W, A DISTANCE OF 644.79' TO A POINT ON THE EAST LINE OF THE WEST ½ OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ AND BEING NEAR THE CENTERLINE OF PALOMINO LANE,
THENCE N 01°02'35" W, A DISTANCE OF 1323.36' TO A POINT,
THENCE N 01°05'26" W, A DISTANCE OF 1324.29' TO A POINT,
THENCE LEAVING SAID EAST LINE AND RUNNING N 89°34'58" E, A DISTANCE OF 1936.08' TO A POINT,
THENCE S 01°00'03" E, A DISTANCE OF 1324.08' TO THE POINT OF BEGINNING.

CONTAINING 153.28 ACRES MORE OR LESS

LESS AND EXCEPT A BILLBOARD PARCEL DESCRIBED AS FOLLOWS:

A PORTION OF LAND LYING IN SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; BEING PART OF THE DANPORT CENTER AS RECORDED IN PLAT BOOK 36, PAGES 118 THROUGH 120 OF THE OFFICIAL RECORDS OF LEE COUNTY, FLORIDA, SAID LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE DANPORT CENTER, PLAT BOOK 36, PAGES 118-120, THE POINT ALSO BEING ON THE WEST RIGHT OF WAY OF INTERSTATE 75, THENCE ALONG THE EAST LINE OF SAID PLAT AND SAID RIGHT OF WAY, S 00°29'46" E, A DISTANCE OF 52.95' TO A POINT MARKING THE NORTHEAST CORNER OF A PROPOSED BILLBOARD PARCEL AND BEING THE TRUE POINT OF BEGINNING

CERTIFICATION FOR LEGAL DESCRIPTION

ROGER H. HARRAH STATE OF FLORIDA LS#5294

DATE SIGNED: 03-29-01

SURVEYORS NOTES

1. THE BEARINGS SHOWN ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST ONE QUARTER OF SECTION 15, TOWNSHIP 45 SOUTH, RANGE 25 EAST, BEING NORTH 89°35'24" EAST.
2. THE TRACT IS SITUATED IN SPECIAL FLOOD HAZARD AREA "ZONE B" (NO BASE FLOOD ELEV) PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP #12071240350 B, AS SHOWN ON THE MAP INDEX DATED (MAP REVISED) SEPTEMBER 19, 1984.
3. THE TRACT IS SUBJECT TO ALL RESERVATIONS, RESTRICTIONS, AND RIGHTS OF WAY OF RECORD.
4. THIS SURVEY SKETCH IS FOR PURPOSES AS STATED AND IS NOT INTENDED TO IMPLY OWNERSHIP OF THE SUBJECT AREA.
5. NO IMPROVEMENTS WERE LOCATED AS A PART OF THIS SURVEY.
6. THIS SKETCH AND DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
7. THE PURPOSE OF THIS SURVEY IS TO DELINEATE THE BOUNDARIES OF A CERTAIN PORTION OF LAND AS DESCRIBED FOR COUNTY ZONING PURPOSES.
8. THE EXPECTED USE OF THE LAND, AS CLASSIFIED IN THE MINIMUM TECHNICAL STANDARDS (61G17-6 FAC), IS "COMMERCIAL RISK". THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF BOUNDARY SURVEY IS 1 FOOT IN 10,000 FEET, THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO EXCEED THIS REQUIREMENT.

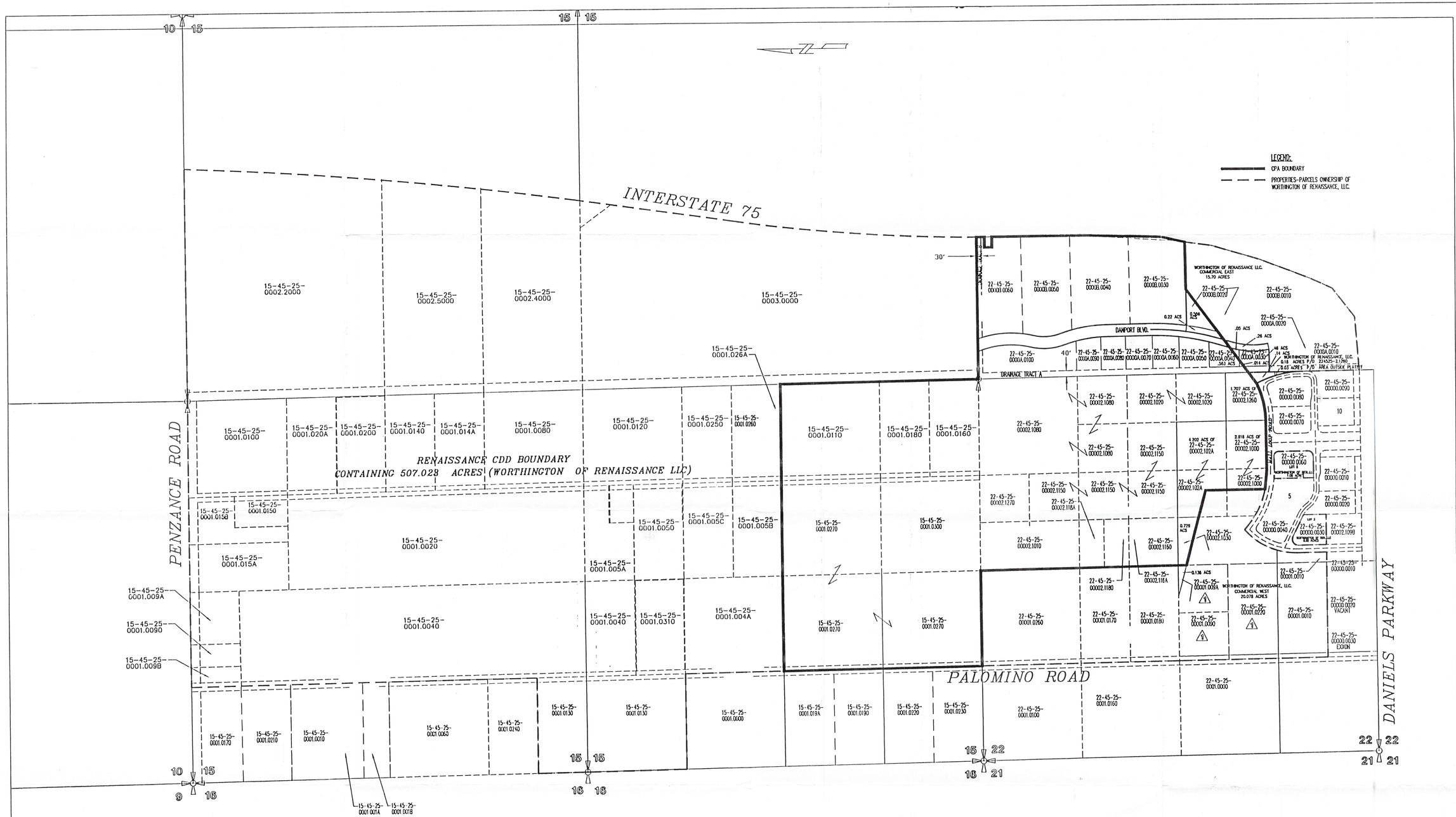
LEGEND

NO ID= NO IDENTIFICATION
(D) = DEED
PRM = PERMANENT REFERENCE MONUMENT
FND = FOUND
(C) = CALCULATED
(M) = MEASURED
(P) = PLAT
(DS) = DEED SURVEY PER CPD/RPD DOCUMENTS
NGVD = NATIONAL GEODETIC VERTICAL DATUM
USGS = UNITED STATES GEODETIC SURVEY
R/W = RIGHT OF WAY
CD = CHORD BEARING
LC = CHORD LENGTH
L = ARC LENGTH
R = RADIUS
F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
F.P.L = FLORIDA POWER & LIGHT

DEL = DELTA
PG. = PAGE
O.R. = OFFICIAL RECORDS BOOK
Δ = DELTA ANGLE
CM = CONCRETE MONUMENT
POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
PLS = PROFESSIONAL LAND SURVEYOR
EOP = EDGE OF PAVEMENT
CMR = CORNER
SEC = SECTION
AC = ACRES
FCM = FOUND CONCRETE MONUMENT
● = SET 1/2" IRON REBAR & CAP (LB#6572 OR PSM#5294)
■ = SET CONCRETE MONUMENT
○ = FOUND IRON REBAR & CAP
□ = FOUND CONCRETE MONUMENT

RECEIVED
MAR 30 2001
PERMIT COUNTER

CES
COMMUNITY ENGINEERING SERVICES, INC.
Civil Engineering • Surveying • Project Management
LB# 6572
9200 Bonita Beach Road Suite 213
Bonita Springs, Florida 34135
Telephone (941) 495-0009 Fax (941) 495-7934



PLEASE NOTE THAT THE AREAS AS SHOWN ARE BASED ON ACTUAL SURVEY DATA AND MAY VARY FROM THOSE AREAS AS INDICATED ON PARCEL INFORMATION ON RECORD IN OFFICES OF LEE COUNTY FLORIDA.

date 022801
drawn RHH
file name: PARCELMAP
job CPA

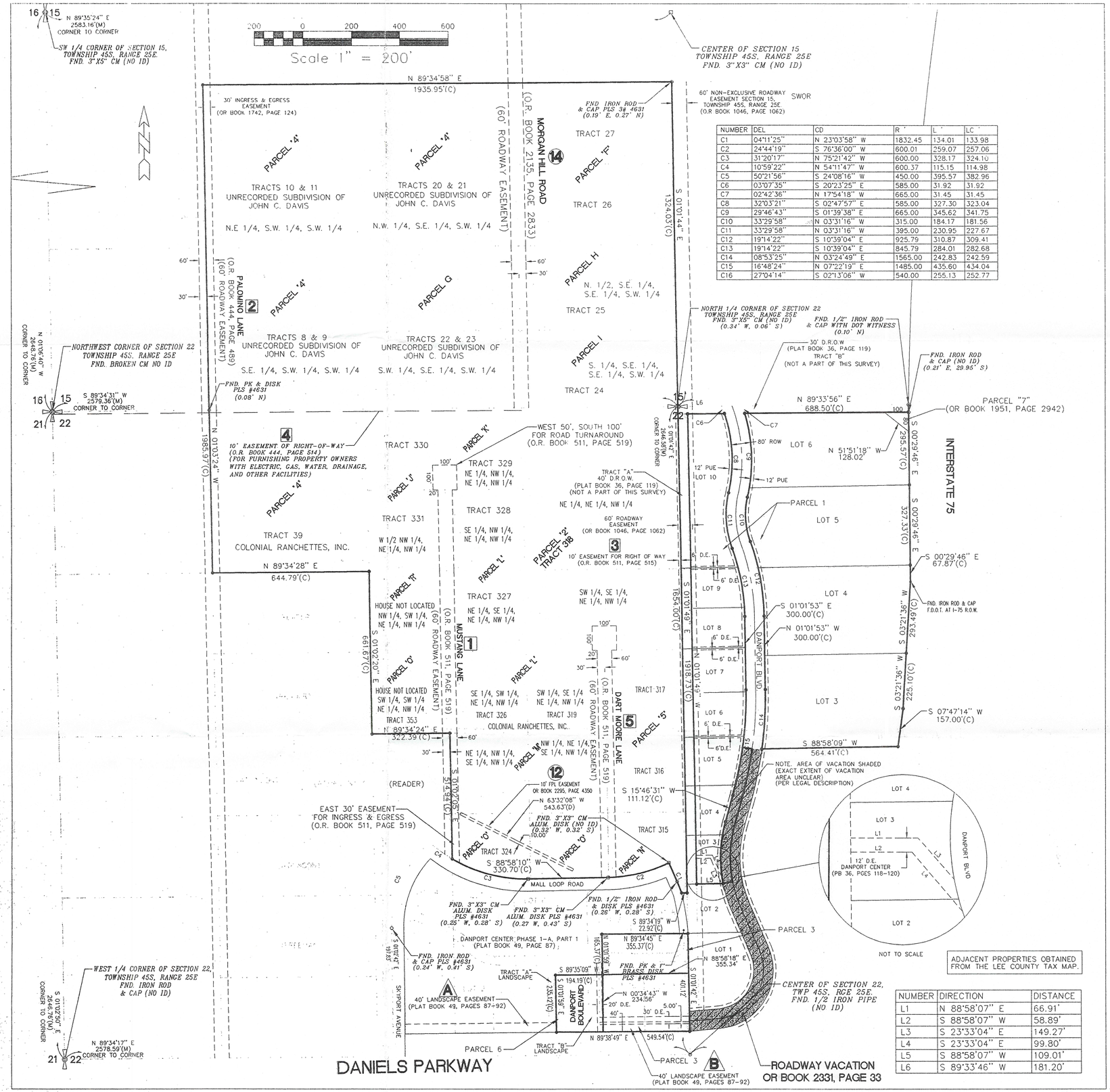
No.	Date	Revisions
1	032601	REVISED STRAP NUMBERS (ATCHISON)

COMMUNITY ENGINEERING SERVICES, INC.
Civil Engineering • Surveying • Project Management
9200 Bonita Beach Road Suite 213
Bonita Springs, Florida 33923
Telephone (941) 495-0009 Fax (941) 495-7934

WORTHINGTON OF RENAISSANCE, LLC.
PARCEL MAP
LEE COUNTY, FLORIDA

scale: 1" = 300'
SHEET 1 OF 1
date

Plot file = g:\projects\surveying\00306\surveying\cad\00306-gen.dwg 03.24.01 — 15:50



NUMBER	DEL	CD	R '	L '	LC '
C1	04°11'25"	N 23°03'58" W	1832.45	134.01	133.98
C2	24°44'19"	S 76°36'00" W	600.01	259.07	257.06
C3	31°20'17"	N 75°21'42" W	600.00	328.17	324.10
C4	10°59'22"	N 54°11'47" W	600.37	115.15	114.98
C5	50°21'56"	S 24°08'16" W	450.00	395.57	382.96
C6	03°07'35"	S 20°23'25" E	585.00	31.92	31.92
C7	02°42'36"	N 17°54'18" W	665.00	31.45	31.45
C8	32°03'21"	S 02°47'57" E	585.00	327.30	323.04
C9	29°46'43"	S 01°39'38" E	665.00	345.62	341.75
C10	33°29'58"	N 03°31'16" W	315.00	184.17	181.56
C11	33°29'58"	N 03°31'16" W	395.00	230.95	227.67
C12	19°14'22"	S 10°39'04" E	925.79	310.87	309.41
C13	19°14'22"	S 10°39'04" E	845.79	284.01	282.68
C14	08°53'25"	N 03°24'49" E	1565.00	242.83	242.59
C15	16°48'24"	N 07°22'19" E	1485.00	435.60	434.04
C16	27°04'14"	S 02°13'06" W	540.00	255.13	252.77

NUMBER	DIRECTION	DISTANCE
L1	N 88°58'07" E	66.91'
L2	S 88°58'07" W	58.89'
L3	S 23°33'04" E	149.27'
L4	S 23°33'04" E	99.80'
L5	S 88°58'07" W	109.01'
L6	S 89°33'46" W	181.20'

BOUNDARY DESCRIPTION
(PROVIDED BY CLIENT)

FOR
CERTAIN PARCELS OF LAND
LYING IN SECTIONS 15 & 22, T-45-S, R-25-E.
LEE COUNTY, FLORIDA

PARCEL 1
LOTS 3, 4, 5, 6, 7, 8, 9 AND 10, BLOCK A, AND LOTS 3, 4, 5 AND 6, BLOCK B, DANPORT CENTER, A SUBDIVISION LYING IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, AND RECORDED IN PLAT BOOK 35 AT PAGES 118, 119, AND 120, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. LESS AND EXCEPT THAT PORTION OF LOT 6, BLOCK B, AS CONVEYED IN O.R. BOOK 1951, PAGE 2942, PUBLIC RECORDS OF LEE COUNTY, FLORIDA

PARCEL 2
TRACT 318 OF COLONIAL RANCHETTES, INC., UNIT 3, AN UNRECORDED SUBDIVISION MORE PARTICULARLY DESCRIBED AS FOLLOWS
THE NORTHEAST QUARTER (NE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) AND THE NORTH HALF (N ½) OF THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼), SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA.

PARCEL 3
THE SOUTH HALF (S ½) OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHEAST QUARTER (SE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, AND THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY FOR I-75 INTERCHANGE.

PARCEL 4
THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHWEST (SW ¼) OF THE SOUTHWEST QUARTER (SW ¼); AND THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHWEST QUARTER (SW ¼), AND THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHWEST QUARTER (SW ¼), OF SECTION 15, TOWNSHIP 45 SOUTH, RANGE 25 EAST, AND TRACT 139 OF COLONIAL RANCHETTES, INC., AN UNRECORDED SUBDIVISION MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF THE NORTHWEST QUARTER (NW ¼), SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA

PARCEL 5
TRACT 336 OF COLONIAL RANCHETTES, INC., UNIT #3, AN UNRECORDED SUBDIVISION MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST; AND TRACT #337, OF COLONIAL RANCHETTES, INC., UNIT #3, AN UNRECORDED SUBDIVISION MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA

PARCEL 6
THE EAST 194.182 FEET OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼, SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, LESS THE RIGHT-OF-WAY FOR DANIELS ROAD AND I-75 INTERCHANGE.

PARCEL 7
A TRACT OF LAND LYING IN LOT 6, BLOCK B, DANPORT CENTER, A SUBDIVISION LYING IN THE NORTHEAST QUARTER (NE ¼) OF SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, AND RECORDED IN PLAT BOOK 35, AT PAGES 118, 119 AND 120 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 6, BLOCK B; THENCE RUN SOUTH 0°29'46" EAST ALONG THE EAST LINE OF SAID LOT 6, BLOCK B FOR 80.00 FEET; THENCE RUN NORTH 51°47'55" WEST FOR 128.13 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 6, BLOCK B; THENCE RUN NORTH 89°33'56" EAST ALONG SAID NORTH LINE FOR 100.00 FEET TO THE POINT OF BEGINNING
TOGETHER WITH EASEMENTS FOR INGRESS AND EGRESS OVER THOSE PROPERTIES DESCRIBED IN O.R. BOOK 511, PAGE 519, AND AS SET FORTH IN AN INSTRUMENT RECORDED IN O.R. BOOK 1742, PAGES 124 AND 125, PUBLIC RECORDS OF LEE COUNTY, FLORIDA (SAID ROADWAY EASEMENTS BEING COMMONLY KNOWN AS PALOMINO LANE AND DARTMOORE LANE) (AS TO PARCELS 2, 3, 4, 5, AND 6)

PARCEL F
TRACTS 26 AND 27 IN AN UNRECORDED SUBDIVISION OF JOHN C. DAVIS ACCORDING TO THE PLAT BY GERALD W. SMITH, SURVEYOR, DATED NOVEMBER 10, 1966, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHWEST QUARTER (SW ¼), SECTION 15, TOWNSHIP 45 SOUTH, RANGE 25 EAST, SUBJECT TO EASEMENTS FOR ROADWAY PURPOSES OVER AND ACROSS THE WEST 30 FEET THEREOF. TOGETHER WITH INGRESS AND EGRESS OVER AND ACROSS ROAD EASEMENT, DESCRIBED AS FOLLOWS: THE WEST 30 FEET OF THE EAST HALF (E ½) OF THE EAST HALF (E ½) OF THE WEST HALF (W ½) OF SECTION 15, AND THE EAST THIRTY (30) FEET OF THE WEST HALF (W ½) OF THE EAST HALF (E ½) OF THE WEST HALF (W ½) OF SECTION 15, TOWNSHIP 45 SOUTH, RANGE 25 EAST. ALSO INGRESS AND EGRESS OVER AND ACROSS THE NORTH SIXTY (60) FEET OF THE NORTHWEST QUARTER (NW ¼), SECTION 15, TOWNSHIP 45 SOUTH, RANGE 25 EAST

PARCEL J
THE WEST HALF (W ½) OF THE NORTHEAST QUARTER (NW ¼ OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼), SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA ALSO KNOWN AS TRACTS 330 AND 331 OF COLONIAL RANCHETTES, INC., UNIT #3, AN UNRECORDED SUBDIVISION

PARCEL K
TRACT 329 OF COLONIAL RANCHETTES, INC., UNIT #3, AN UNRECORDED SUBDIVISION, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA.

PARCEL L
TRACT 319 AND 326 OF COLONIAL RANCHETTES, INC., UNIT #3, AN UNRECORDED SUBDIVISION MORE PARTICULARLY DESCRIBED AS FOLLOWS: TRACT 319 THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼), SUBJECT TO EASEMENTS FOR ROADWAY PURPOSES OVER AND ACROSS THE EAST 30 FEET THEREOF, AND TRACT 326: THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼), SUBJECT TO EASEMENTS FOR ROADWAY PURPOSES OVER AND ACROSS THE WEST 30 FEET THEREOF, SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST. TOGETHER WITH INGRESS AND EGRESS OVER AND ACROSS ROAD EASEMENTS AS DESCRIBED IN O.R. BOOK 511, PAGES 518 THROUGH 519, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.
AND
TRACTS 327 AND 328 OF COLONIAL RANCHETTES, INC., UNIT #3, AN UNRECORDED SUBDIVISION, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) AND THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF THE NORTHWEST QUARTER (NW ¼) OF THE NORTHWEST QUARTER (NW ¼), SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, SUBJECT TO EASEMENTS FOR ROADWAY PURPOSES OVER AND ACROSS THE EASTERLY THIRTY (30) FEET THEREOF; AND
TRACT 325, THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHWEST QUARTER (NW ¼). SUBJECT TO EASEMENT FOR ROADWAY PURPOSES OVER AND ACROSS THE WESTERLY THIRTY (30) FEET THEREOF,
ALL IN SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA.
LESS AND EXCEPT THOSE PARCELS RELEASED IN O.R. BOOK 2319, PAGE 4686 AND O.R. BOOK 2323, PAGE 1161.

PARCEL M
THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, LESS AND EXCEPT THE PORTION THEREOF INCLUDED IN THE PLAT OF DANPORT CENTER, PHASE 1-A, PART 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 49, PAGES 87 THROUGH 92, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

PARCEL N
THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, LESS AND EXCEPT THE PORTION THEREOF INCLUDED IN THE PLAT OF DANPORT CENTER, PHASE 1-A, PART 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 49, PAGES 87 THROUGH 92, PUBLIC RECORDS OF LEE COUNTY, FLORIDA
AND
THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, LESS AND EXCEPT THE PORTION THEREOF INCLUDED IN THE PLAT OF DANPORT CENTER, PHASE 1-A, PART 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 49, PAGES 87 THROUGH 92, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

PARCEL O
THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA.

PARCEL R
THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA

LEGEND

NO ID= NO IDENTIFICATION
(D) = DEED
PRM = PERMANENT REFERENCE MONUMENT
FND = FOUND
(C) = CALCULATED
(M) = MEASURED
(P) = PLAT
(DS) = DEED SURVEY PER CPD/RPD DOCUMENTS
NGVD = NATIONAL GEODETIC VERTICAL DATUM
USGS = UNITED STATES GEODETIC SURVEY
R/W = RIGHT OF WAY
CD = CHORD BEARING
LC = CHORD LENGTH
L = ARC LENGTH
R = RADIUS
F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
F.P.L. = FLORIDA POWER & LIGHT

DEL = DELTA
PG = PAGE
O.R. = OFFICIAL RECORDS BOOK
Δ = DELTA ANGLE
CM = CONCRETE MONUMENT
POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
PLS = PROFESSIONAL LAND SURVEYOR
EOP = EDGE OF PAVEMENT
COR = CORNER
SEC = SECTION
AC = ACRES
FCM = FOUND CONCRETE MONUMENT
● = FOUND 1/2" IRON REBAR & CAP
■ = FOUND CONCRETE MONUMENT
○ = SET 1/2" IRON REBAR & CAP (LB#6572 OR PSM5294)
□ = SET CONCRETE MONUMENT

SURVEYORS NOTES

1. THE BEARINGS SHOWN ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST ONE QUARTER OF SECTION 15, TOWNSHIP 45 SOUTH, RANGE 25 EAST, BEING NORTH 89°35'24" EAST.
2. THE TRACT IS SITUATED IN SPECIAL FLOOD HAZARD AREA "ZONE B" (NO BASE FLOOD ELEV) PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP #125124 0350 B, AS SHOWN ON THE MAP INDEX DATED (MAP REVISED) SEPTEMBER 19, 1984.
3. THE TRACT IS SUBJECT TO ALL RESERVATIONS, RESTRICTIONS, AND RIGHTS OF WAY OF RECORD.
4. DATE OF FIELD SURVEY: 07-18-00.
5. ABOVEGROUND AND UNDERGROUND IMPROVEMENTS WERE NOT LOCATED AS PART OF THIS SURVEY UNLESS OTHERWISE SHOWN OR NOTED
6. ALL BUILDINGS, SURFACE AND SUBSURFACE IMPROVEMENTS ON AND ADJACENT TO THE SITE ARE NOT NECESSARILY SHOWN HEREON.
7. THIS MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
8. THE PURPOSE OF THIS SURVEY IS TO DELINEATE THE BOUNDARIES OF CERTAIN FRACTIONS OF LAND AS DESCRIBED.
9. THE EXPECTED USE OF THE LAND, AS CLASSIFIED IN THE MINIMUM TECHNICAL STANDARDS (61G17-6 FAC), IS "COMMERCIAL/HIGH RISK" THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF BOUNDARY SURVEY IS 1 FOOT IN 10,000 FEET, THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO EXCEED THIS REQUIREMENT.
10. SURVEY BASED ON INFORMATION CONTAINED IN TITLE COMMITMENT NO. FM794038 BY COMMONWEALTH LAND TITLE INSURANCE COMPANY, DATED MARCH 15, 2000.

EXCEPTIONS

(12) = A POWER LINE EASEMENT OVER AND ACROSS PART OF THE NW 1/4 OF SEC. 22, TWP 45S, RGE 25E. (OR. BOOK 2295 PAGE 4350)
(14) = 60' ROADWAY EASEMENT, INGRESS AND EGRESS OR BOOK 2135, PAGE 2833
Δ1 = 40' LANDSCAPE EASEMENT (PLAT BOOK 49, PAGES 87-92)
Δ2 = 40' LANDSCAPE EASEMENT (PLAT BOOK 49, PAGES 87-92)
1 = 60' INGRESS AND EGRESS OVER AND ACROSS ROAD EASEMENT AS DESCRIBED IN (O.R. BOOK 511, PAGES 518-519)
2 = WEST 30' OF THE W 1/2 OF THE W 1/2 OF THE E 1/2 OF SEC. 15, AND THE NW 1/2 OF SEC. 22.
3 = 10' ROADWAY EASEMENT PER OR BOOK 511, PAGE 515.
4 = N 60' INGRESS AND EGRESS EASEMENT NW 1/4 OF SECTION 22, OR BOOK 444, PAGE 514.
5 = 60' INGRESS AND EGRESS, ROADWAY EASEMENT, OR BOOK 511, PAGE 519.

ACREAGE

PARCEL 1 LYING EAST OF DANPROT BLVD. = 19.53 ACRES
PARCEL 1 LYING WEST OF DANPROT BLVD. = 7.80 ACRES
PARCELS 3 & 6 = 4.32 ACRES
VACATION PARCEL = 0.51 ACRES ±
ALL OTHER PARCELS = 120.79 ACRES

TOTAL ACREAGE = 152.95 ACRES

BOUNDARY SURVEY
OF
DANIELS-I75 ASSOCIATION, LTD.
A PORTION OF SECTION 15 & 22, TWP 45S, RGE 25E
LEE COUNTY, FLORIDA

CERTIFICATIONS:
COMMONWEALTH LAND TITLE INSURANCE COMPANY
WORTHINGTON HOLDINGS, LLC.

COMMUNITY ENGINEERING SERVICES, INC.
Civil Engineering • Surveying • Project Management
LB# 6572
9200 Bonita Beach Road Suite 213
Bonita Springs, Florida 34135
Telephone (941) 495-0009 Fax (941) 495-7934

ROGER H. HARRAH STATE OF FLORIDA LS#5294

DATE SIGNED: ~~JUL 19 2000~~