

(Revised May 13, 2022)

**JOINT MEMORANDUM OF
LEE COUNTY AND CORKSCREW GROVE LIMITED PARTNERSHIP**

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Joint Memorandum

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JOINT MEMORANDUM OF LEE COUNTY AND CORKSCREW GROVE, LP

TO: Donna Marie Collins
Lee County Hearing Examiner

FROM: Michael Jacob, Deputy County Attorney
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RE: Agreement Pursuant to Stipulation of Settlement Under Section 70.001,
Florida Statutes

DATE: May 3, 2022

HEARING: May 17, 2022, 9:00 a.m.

This Memorandum was prepared jointly by Lee County and representatives of Corkscrew Grove, LP (“CGLP”) pursuant to the Stipulation of Settlement (“Stipulation”) dated April 19, 2022, attached hereto as Attachment “A.”

Background

CGLP is the owner/representative of approximately 6,676 acres of land located on both the north and south side of Corkscrew Road, extending to State Road 82 (the “subject property”). A legal description of the subject property is attached as Attachment “2” and an aerial photograph depicting the subject property is attached as Attachment “3.” The subject property is designated as DR/GR and Wetlands on the Lee Plan Future Land Use Map and is zoned AG-1 and AG-2.

On March 30, 2011 a rezoning application for 4,202 acres of the subject property (Case No. DCI2011-00007) was filed, seeking approval as an Industrial Planned Development (“IPD”) to allow lime rock mining. The application for the IPD was processed and denied by Lee County on November 6, 2019, as reflected in Resolution No. Z-18-008. “CGLP timely presented a claim for monetary damages pursuant to Section 70.001, Fla. Stat., the “Bert Harris Act.” The Parties subsequently reached a tentative Stipulated Settlement Agreement to resolve all pending claims.

The Stipulation establishes the following process for review and consideration of the proposed agreement:

- Within sixty (60) days of the full execution of the Stipulation of Agreement, CAM, on behalf of CGLP will submit to the County a proposed Development Agreement and any supporting material that is necessary to allow the County to adequately review the Agreement. The proposed Agreement Pursuant to Stipulation of Settlement Under Section 70.001, Florida Statutes (“Agreement”) was submitted to the County Attorney along with the supporting materials that are attachments to this Memorandum.
- Within 30 days of submittal of the Agreement, a hearing before either the Lee County Hearing Examiner or a Special Master is required to be conducted. **The sole purpose of the hearing is “to evaluate whether the relief granted to CGLP by this Stipulation and the Agreement protects the public interest served by the Contravened Regulations” (“the Issue”).** Public notice of this hearing must be provided and the hearing is required to take testimony and evidence on the Issue from CGLP, the County, and the general public. This hearing has been scheduled for May 17, 2022.
- Within 30 days of the conduct of the hearing, the Hearing Examiner or Special Master is required to issue a recommendation to the County Commission addressing the Issue. **The Hearing Examiner or Special Master may find that the Stipulation and Agreement either do or do not protect the public interest served by the Contravened Regulations. If she finds that the public interest is not protected, additional conditions or requirements may be recommended to provide such protection.**
- After issuance of the recommendation from the Hearing Examiner or Special Master, the BOCC is required to hold two public hearings to consider the recommendation and the proposed Agreement, the first hearing to occur within 45 days of issuance of the recommendation and the second hearing to occur within 21 days of the first hearing. If the BOCC rejects the Agreement, the settlement process ends and the parties return to litigation. If the Board accepts the Agreement, it will be transmitted to CGLP for execution. If the BOCC accepts the Agreement with additional conditions or requirements contained in the recommendation of the Hearing Examiner or Special Master, the Agreement will be transmitted to CGLP for acceptance or rejection.
- If the Agreement is fully executed, the parties are required to file an action in circuit court for approval pursuant to Section 70.001(4)(d)2. If approved by the court, the lawsuit would be dismissed within 60 days of court approval.

The Agreement

The proposed Agreement between CGLP and the County includes a plan to eliminate mining and designate the subject property as a Mixed-Use Planned Development (“MPD”)

for residential and commercial development and also provide significant areas of environmental restoration and conservation. The substance of the Agreement as well as the benefits of converting the subject property from active agriculture to conservation uses and land development are discussed in the project description provided in Attachment “6.” The following “bullet points” summarize the key provisions of the Agreement and its exhibits provided in Attachment “5.”

- The proposed development parameters include:
 - A maximum of 10,000 residential dwelling units of various types;
 - A maximum of 700,000 square feet of commercial;
 - A Maximum of 240 Hotel Units;
 - Amenity uses which can be located within residential parcels or within designated amenity parcels;
 - Continuation of existing agriculture until such time as the designated parcel is subject to a development order and converted to a different use;
- The subject property will be designated and treated as an MPD zoning under the County’s Land Development Code (“LDC”). Towards that end, a proposed MCP, Schedule of Uses, Conditions of Development and Deviations, and Property Development Regulations, and other documents in support of the proposed development are attached to the Agreement as Exhibits “C,” “D,” “E,” and “F,” respectively. Each of these exhibits are discussed separately below.
- Potable water, and sanitary sewer will be made available and adequate as provided through the Agreement.
- Solid waste collection will be provided through the county franchise hauler.
- Fire and EMS services will be evaluated at the time of development order.
- The surface water management system will include restoration of historic flowways.
- Transportation impacts will be mitigated through the payment of road impact fees at time of building permit and a proportionate share payment of \$2000 per residential unit at the time of building permit. Fire/EMS impacts will be mitigated through the payment of impact fees at the time of building permit.
- Consistent with the Environmental Enhancement and Preservation Communities Overlay (“EEPCO”) under Objection 33.2 of the Lee Plan, the project will be required to provide significant environmental enhancements through the restoration of existing upland and wetland areas. The restoration and

enhancement of flowways through the subject property. The Agreement and Conditions of Development require that 50% of the private development property be dedicated to conservation and a minimum of 61% of the property be provided as open space.

- CGLP will relinquish its rights and interest in mining the property for limerock and other sedimentary minerals, in perpetuity, through a restrictive covenant.
- The MCP attached as Exhibit “C” to the Agreement provides for 3,275 acres of development parcels and 114 acres of road to be dedicated to the public. The remaining 3,287 acres or 50% of the private development portion of the property is shown as existing and restored conservation/restoration areas.
- The Schedule of Uses attached as Exhibit “D” of the Agreement identifies uses available for development on the various pods. The Schedule of Uses provides for residential and amenity uses similar to those approved for other EEPKO communities. The commercial uses proposed within the project and adjacent to Corkscrew Road are also similar to those uses approved for other EEPKO communities. Commercial uses in pods proximate to SR82 are allowed on property within the Mixed-Use Community Overlay shown on Lee Plan Map 2-D.
- The Conditions of Development attached as Exhibit “E” of the Agreement incorporate the requirements identified above and provide additional controls over development of the subject property that are also based upon prior approved EEPKO projects. Of particular note:
 - Condition 1 confirms the overall development parameters for the project and ties development of the site to the environmental restoration of 50% of the private development area that will be placed in conservation on a phased basis. This condition ensures that residential density will never exceed 1.5 dwelling units per gross acre for all acreage utilized for development and conservation purposes during the course of development and preservation area will be proportionate to the area allowed for development.
 - Condition 4 provides for an updated Protected Species Management and Human/Wildlife Coexistence Plan to be approved by the County prior to the first development order.
 - Condition 5 requires a plan that demonstrates how 61% open space will be achieved as the subject property proceeds through development.
 - Similarly, conditions 1c. and 7 require a conservation easement dedication schedule that demonstrates how the 50% requirement for conservation areas will be accomplished on a phase by phase basis.
 - Pursuant to condition 9, existing agricultural uses shown on Exhibit “M” of the Agreement will be required to terminate upon issuance of a vegetation

removal permit issued for the phase of development. As discussed in Exhibits “N”, “O”, and attachment 7, the restoration of natural areas and the phase out of agricultural uses as development proceeds will result in a substantial decrease in groundwater consumption as well as a decrease in nutrient loading originating from the property for each phase.

- Condition 14 provide for appropriate surface water monitoring.
- Central water and sewer will be utilized, and no septic tanks or individual wells for potable water will be permitted pursuant to conditions 15 and 16.
- Condition 18 establishes the requirements for the re-establishment of flowways on site and for a hydrological restoration plan to be approved prior to the first development order.
- Condition 25 requires a hydraulic improvement for the direct benefit of Wildcat Farms to alleviate existing flooding that occurs.
- Finally, eight deviations from the LDC are provided under the Conditions of Development, all consistent with prior approved deviations in Planned Developments.

Evaluation of the Issue in this Proceeding

As set forth in Section 70.001(4)(d)1., a settlement agreement that has “the effect of a modification, variance, or a special exception to the application of a rule, regulation, or ordinance as it otherwise would apply to the subject real property” may be approved if the relief granted “protect[s] the public interest served by the regulations at issue...” The Stipulation between CGLP and the County identifies such regulations as “Contravened Regulations.” As set forth in the Stipulation, the sole and limited purpose of this hearing is to evaluate whether the relief granted to CGLP by this Stipulation and the Agreement protects the public interest served by the Contravened Regulations.”

County Staff and CGLP have conducted a review of the Lee Plan and the Land Development Code (LDC) to ascertain those provisions that are relevant to the Agreement and its Exhibits. An analysis was then performed as to whether the Agreement was consistent or complied with these identified provisions of the Lee Plan and LDC. Where conditions have been proposed in the Agreement to ensure consistency with various provisions, these have been noted in the analysis below. For those provisions of the Lee Plan and LDC with which the Agreement was found to be inconsistent, i.e., “contravened,” an analysis of the public interest protected by the Contravened Regulation and whether that interest was still protected by the Agreement and Exhibits was undertaken. The results of that analysis are provided below.

A. Consistent Lee Plan Provisions

The following provisions of the Lee Plan were identified as relevant to the Agreement and were determined to be consistent with the Agreement, either facially or as conditioned by the MCP, Schedule of Uses, Conditions of Development, and Property Development Regulations, attached as Exhibits "C," "D," "E," and "F" respectively, to the Agreement.

It should be noted that many of the Conditions of Development as well as the Schedule of Uses and Property Development Regulations contained in these exhibits were taken directly from or based upon those adopted in previously approved EEPSCO planned developments including Corkscrew Farms (aka, The Place) and Verdana Village, which enabled these projects to be found consistent with the Lee Plan. Copies of the Resolutions adopted for these projects are provided as Attachments 8 and 9 to this Memorandum.

POLICY 1.4.5.1: New land uses in these areas that require rezoning or a development order must demonstrate compatibility with maintaining surface and groundwater levels at their historic levels utilizing hydrologic modeling, the incorporation of increased storage capacity, and inclusion of green infrastructure. The modeling must also show that no adverse impacts will result to properties located upstream, downstream, as well as adjacent to the site. Offsite mitigation may be utilized, and may be required, to demonstrate this compatibility. Evidence as to historic levels must be submitted as part of the rezoning application and updated, if necessary, as part of the mining development order application.

If the Agreement is approved, the project will require development orders pursuant to the LDC. The modeling required by Policy 1.4.5.1 will be provided prior to or concurrent with the first development order application. The modeling will need to be found consistent with Policy 1.4.5.1 prior to issuance of the development order. **Condition 18.b.** in Exhibit "E" to the Agreement requires that the Developer must provide a hydrological restoration plan based on an integrated surface and groundwater model prior to or concurrent with the first development order application, consistent with the requirements of this policy. **Based on the foregoing and as conditioned, the Agreement is consistent with Policy 1.4.5.1.**

POLICY 1.4.5.2: Permitted land uses include agriculture, natural resource extraction and related facilities, conservation uses, public and private recreation facilities, and residential uses at a maximum standard density of one dwelling unit per ten acres (1 du/10 acres). See Objectives 33.2 and 33.3 for potential density adjustments resulting from concentration or transfer of development rights.

In accordance with this policy, the Agreement would allow agricultural, conservation, recreational, and residential uses on the property as provided in the

Schedule of Uses, Exhibit "D" of the Agreement. While the density will exceed the maximum standard density of 1 du/10 acres, the Agreement proposes to utilize the density adjustments permitted under Objective 33.2. Among other potential density incentives, Objective 33.2 addresses the EEPKO. **Based on the foregoing, the Agreement is consistent with Policy 1.4.5.2.**

POLICY 1.5.1: Permitted land uses in Wetlands consist of very low density residential uses and recreational uses that will not adversely affect the ecological functions of wetlands. All development in Wetlands must be consistent with Goal 124. The maximum density is one dwelling unit per twenty acres (1 du/20 acre) except as otherwise provided in Table 1(a) and Chapter XIII of this plan.

There are less than 18 acres of wetland impacts that will occur on the MCP. The restoration plan, however, will create wetland areas within the project on lands that are currently used for active agriculture. Any minor impacts to wetlands will be offset through the significant restoration activities occurring on site. While the base density in the Wetlands classification may be exceeded, the density adjustments provided under Objective 33.2 through the EEPKO is being applied which allows density to be calculated at a higher rate on the entire property in exchange for environmental enhancements. **Based on this analysis, the Agreement (as conditioned) is consistent with Policy 1.5.1.**

POLICY 33.1.7: Impacts of proposed land disturbances on surface and groundwater resources will be analyzed using integrated surface and groundwater models that utilize site-specific data to assess potential adverse impacts on water resources and natural systems within Southeast Lee County. Lee County Division of Natural Resources will determine if the appropriate model or models are being utilized, and assess the design and outputs of the modeling to ensure protection of Lee County's natural resources.

This policy requires the use of an integrated groundwater and surface water model to assist in designing the site to ensure that there will not be significant adverse impacts on the area's water resources and natural systems. As noted above, Condition 18.b. provides that the Developer must provide a hydrological restoration plan based on an integrated surface and groundwater model prior to or concurrent with the first development order application, consistent with the requirements of this policy. Further, Condition 14 requires that an enhanced lake management plan be provided at the time of development order application creating residential lots, which will provide for adequate groundwater and surface water monitoring. **Based on these conditions, the Agreement is consistent with Policy 33.1.7.**

POLICY 33.2.4.2: The property is rezoned to a planned development that meets the following:

Policy 33.2.4.2 establishes 14 criteria (a. through n.) for EEPKO communities. The Agreement was determined to be consistent with 12 of these criteria, discussed immediately below. The Agreement was found to be inconsistent with 2 of the criteria, criteria e, which is discussed further in the next section of this Memorandum. It is also noted that this policy requires rezoning to a planned development. The Agreement does not technically require a rezoning, although it does provide that the property will be designated and treated as an MPD under the LDC similar to other EEPKO projects (see Attachments 8 and 9). The protection of the public interest is served by requiring a rezoning as discussed in the next section of this Memorandum.

a. *Planned development must include a minimum of 60% open space, not including previously mined lakes, which will be used to accommodate the following:*

- 1. *Restore and accommodate existing and historic regional flow-ways where they currently or previously existed;***
- 2. *Restore and accommodate existing and historic groundwater levels;***
- 3. *Restore and preserve wetlands;***
- 4. *Restore and preserve indigenous upland habitats;***
- 5. *Provide critical wildlife connections to adjacent conservation areas; and***
- 6. *Provide 100' foot buffer along Corkscrew Road East of Alico Road.***

This requirement is addressed through Condition 5, Exhibit E, which requires a minimum of 61% of the projects total land area shall be used for open space. **Based on this condition, the Agreement is consistent with Policy 33.2.4.2.a.**

b. *Includes an enhanced lake management plan, that:*

- 1. *Applies best management practices for fertilizers and pesticides;***
- 2. *Provides erosion control and bank stabilization; and***
- 3. *Establishes lake maintenance requirements.***

This requirement is addressed through Condition 14 and Exhibit "N" which addresses fertilizer application, erosion control, and lake maintenance requirements. **Based on this condition, the Agreement is consistent with Policy 33.2.4.2.b.**

c. *Develop a site specific ecological and hydrological restoration plan which includes at a minimum the following: preliminary excavation and grading plans, analysis of hydrological improvements and water budget narrative, replanting plan, habitat restoration plan, success criteria, long term monitoring and maintenance.*

The submittal of ecological and hydrological restoration plans is addressed in Conditions 8 and 18. Updated ecological and hydrological restoration plans

incorporating the requirements of this Policy are required to be submitted prior to the first local development order. The ecological benefits are documented by the Indigenous Preservation, Restoration, and Management Plan (Exhibit "L"), and the hydrological benefits are documented by the Hydrological Restoration Plan Narrative (Attachment 7). Both of these documents will be updated at the time of Development Order in accordance with Conditions 8 and 18. The project will achieve a significant net reduction in nutrient loading and groundwater impacts through the removal of agricultural operations and the restoration of conservation lands. There will also be significant benefits to wildlife habitat through the 3,287 acres of restoration/conservation being provided. Finally, Condition 8 further assures habitat restoration through an Indigenous Preservation, Restoration and Management Plan, Exhibit "L," which will be updated with the first Development Order application. **As conditioned, the Agreement is consistent with Policy 33.2.4.2.c.**

- d. Preservation areas must be platted in separate tracts and dedicated to an appropriate maintenance entity. For projects larger than 1,000 acres a Community Development District (CDD) or a master home owners association must be created that will accept responsibility for perpetually maintaining the preservation requirements identified in the planned development, prior to issuance of certificate of compliance (CC) for first local development order.***

Condition 6 requires either an HOA, CDD or ISD as the potential maintenance entity for preservation areas. It also requires the HOA, CDD, or ISD to be created prior to CC for the first development order. **Accordingly, as conditioned, the Agreement is consistent with Policy 33.2.4.2.d.**

- f. Indigenous management plans must address human-wildlife coexistence.***

A Protected Species Management and Human-Wildlife Coexistence Plan (Exhibit "J") has been provided which, as required by Condition 4, will be required to be updated prior to first development order if new species are identified according to required protected species surveys. **As conditioned, the Agreement is consistent with Policy 33.2.4.2.f.**

- g. Uses Florida Friendly Plantings with low irrigation requirements in Common Elements.***

This requirement is adequately addressed through Condition 10, which requires native vegetation in common elements. **As conditioned, the Agreement is consistent with Policy 33.2.4.2.g.**

- h. The stormwater management system must demonstrate through design or other means that water leaving the development meets state and federal water quality standards. The developer must obtain authorization from the Division of Natural Resources prior to discharge of stormwater from the development into the county's MS4 system directly or indirectly.***

This requirement is addressed through Condition 14, which requires establishment of a Surface Water Quality Monitoring Program that will: assess water quality data and trend analysis; identify potential issues, and if necessary; recommend corrective actions to be consistent with existing State water quality standards. **As conditioned, the Agreement is consistent with Policy 33.2.4.2.h.**

- j. Protects public wells through compliance with the requirements of the Well Field Protection Ordinance.***

The subject property is not within any of Lee County Wellfield Protection Zones as identified on Map 4-C of the Lee Plan, and is therefore in compliance with the Wellfield Protection Ordinance. **As such, the Agreement is consistent with Policy 33.2.4.2.j.**

- k. Each planned development within the Overlay will be required to mitigate the traffic impacts of the planned development and provide its proportionate share of the needed roadway improvements in accordance with Administrative Code (AC) 13-16. The proportionate share amount can be offset, in accordance with AC 13-16, by the dedication of needed right-of-way or the construction of improvements that would measurably lessen the need for roadway improvements, or by payment of impact fees, or use of impact fee credits, or as otherwise set forth in a written agreement between Lee County and the Developer. Prior to a final determination of a Project's proportionate share amount, compliance may be met through an enforceable instrument that obligates the property owners within a planned development to pay the Project's proportionate share, with said instrument being recorded prior to the issuance of any development order. For the developments known as WildBlue (CPA2014-00004) and Corkscrew Farms (CPA2015-00001) if the instrument is recorded prior to the final determination of the proportionate share amount, the proportionate share payment may not exceed \$1,600 per unit above the road impact fee amount.***

Paragraph 8 of the Agreement provides for the payment of a proportionate share of the traffic impacts of the development, in addition to road impact fees. This provision is reflected in condition 12.b. **These provisions satisfy the requirement for an enforceable instrument to be recorded prior to the first development order and is therefore consistent with Policy 33.2.4.2.k.**

- l. Connect to public water and sewer service. Connect to reuse water if available at time of development order approval.***

Condition 16 requires the development will connect to public water and sewer service. **As conditioned, the Agreement is consistent with Policy 33.2.4.2.l.**

- m. Obtain written verification as to adequate public services for the planned development, from the sheriff, EMS, fire district, and Lee County School District.***

Condition 23 requires letters of service availability to be obtained from the identified agencies prior to issuance of development orders. **As conditioned, the Agreement is consistent with Policy 33.2.4.2.m.**

- n. Demonstrate that the planned development will not result in significant detrimental impacts on present or future water resources.***

The water resources analysis in Exhibit "N" demonstrates an overall reduction in water consumption of approximately 9.9 million gallons per day (MGD) as a result of converting the existing agricultural use to restoration/development. **As conditioned in Exhibit E, conditions 9, 10, 14, 15, 16, and 18, the Agreement is consistent with Policy 33.2.4.2.n.**

POLICY 33.2.4.4.c. Wetlands may not be impacted by the commercial development area;

Condition 28 provides that no wetlands may be impacted within the projects commercial areas. **As conditioned, the Agreement is consistent with Policy 33.2.4.4.c.**

POLICY 60.1.1: Require design of surface water management systems to protect or enhance the groundwater.

The Agreement meets the requirements of this policy through paragraph 6 of the Settlement Agreement and proposed Conditions 14, 17, and 18 of Exhibit E. **As Conditioned, the Agreement is consistent with Lee Plan Policy 60.1.1.**

POLICY 61.1.1: Lee County recognizes that all fresh waters are a resource to be managed and allocated wisely, and will support allocations of the resource on the basis 1) of ensuring that sufficient water is available to maintain or restore valued natural systems, and 2) of assigning to any specified use or user the lowest quality fresh water compatible with that use, consistent with financial and technical constraints.

This policy is adequately addressed through conditions 15, 16 and Exhibit N. Conditions 15 and 16 are similar to conditions used for Verdana Village (Attachment "9"). Condition 15, prohibits single family irrigation wells.. **As conditioned, the Agreement is consistent with Lee Plan Policy 61.1.1.**

POLICY 123.3.3: Protect wildlife from impacts of new non-agricultural development in non-urban areas through the creation and implementation of a human-wildlife coexistence plan for each new development requiring a development order.

A human-wildlife coexistence plan has been provided as Exhibit "J" and is required to be updated at time of first development order pursuant to Condition 4. **As conditioned, the Agreement is consistent with Lee Plan Policy 123.3.3**

POLICY 123.4.1: Identify, inventory, and protect flora and fauna indicated as endangered, threatened, or species of special concern in the "Official Lists of Endangered and Potentially Endangered Fauna and Flora of Florida," Florida Fish and Wildlife Conservation Commission, as periodically updated.

This policy is adequately addressed through Condition 4 of the Agreement. **As conditioned, the Agreement is consistent with Lee Plan Policy 123.4.1.**

POLICY 123.4.4: Restrict the use of protected plant and wildlife species habitat to that which is compatible with the requirements of endangered and threatened species and species of special concern. New developments must protect remnants of viable habitats when listed vegetative and wildlife species inhabit a tract slated for development, except where equivalent mitigation is provided.

Conditions 3, 4, 5, 6, 7, and 8 will ensure the protection of habitat for threatened and endangered species. Viable remnant habitats will be protected or mitigated through these conditions. **As conditioned, the Agreement is consistent with Lee Plan Policy 123.4.4.**

OBJECTIVE 123.10: WOODSTORK. Lee County will maintain regulatory measures to protect the wood stork's feeding and roosting areas and habitat.

POLICY 123.10.1: County protected species regulations will continue to include wood storks as a Lee County Listed Species, requiring surveys for and protection of wood stork habitat. The county will continue to maintain an inventory of documented feeding, roosting, and rooking areas for the wood stork to ensure that surveys submitted through the Protected Species Ordinance include such areas.

POLICY 123.10.2: The county will continue to require management plans for existing wood stork feeding, roosting, and rooking areas to utilize "Habitat Management Guidelines for the Wood Stork in the Southeast Region" (U.S Fish and Wildlife Service, 1990).

POLICY 123.10.3: The county will encourage the creation of wood stork feeding areas in mandatory littoral shelf design, construction, and planting.

Conditions 4, 8, and 18 will provide for protection of woodstorks and woodstork habitat at time of development order. **As conditioned, the Agreement is consistent with Lee Plan Objective 123.10 and Policies 123.10.1, 123.10.2, and 123.10.3.**

B. Inconsistent Lee Plan Provisions

As a brief introduction to this section of the Memorandum, it is noted that the Agreement is based upon development rights being granted consistent with the EEPKO as defined in Policy 33.2.4 of the Lee Plan. Policy 33.2.4 has been deemed to be consistent with the Density Reduction/Groundwater Resource ("DR/GR") future Land Use Category and Policy 1.4.5.

The EEPKO was adopted in 2015 to help achieve longstanding goals for the Southeast Lee County DR/GR area by using a threefold approach to address the public's interest in the land restoration/conservation and protection of the county's groundwater resources:

- a. Targeting strategic areas that can "provide critical connections to other conservation lands that serve as the backbone for water resource management and wildlife movement within the DR/GR;"
- b. Requiring the development to be designed with the land; and,
- c. Providing a predictable way to assign appropriate increases in density as an incentive to offset the cost of the improvements.

The following policies within the EEPKO were identified as inconsistent with the Agreement and, as such, are considered to be "Contravened Regulations." The analysis below identifies the policy, identifies the public interest served by the policy, and analyzes whether the public interest served by the policy is still protected by the Agreement.

POLICY 33.2.4.1. These lands are within the "Environmental Enhancement and Preservation Communities" overlay as designated on Map 2-D of the

Plan. Lands eligible for designation on the Environmental Enhancement and Preservation Communities overlay must be consistent with the criteria below:

- **Provide significant regional hydrological and wildlife connections and have the potential to improve, preserve, and restore regional surface and groundwater resources and indigenous wildlife habitats; and**
- **Be located west of Lee County 20/20 Imperial Marsh Preserve (Corkscrew Tract) and within one mile north or south of Corkscrew Road. Properties with frontage on Corkscrew Road designated as Tier 1 Priority Restoration Area may extend the Overlay an additional mile south to include contiguous Tier 1 properties where the extension will result in regional environmental benefits by connecting protected habitat north of Corkscrew Road to land in Collier County used for conservation purposes; or,**
- **Be located west of the intersection of Alico Road and Corkscrew Road, north of Corkscrew Road and south of Alico Road.**

Public Interest Served by the Policy: The designation of property on Map 2-D is primarily a procedural requirement and does not provide any direct public or environmental protections. The public interest served by those properties actually shown on Map 2-D is to provide strategic regional environmental benefits while minimizing new and adverse impacts of development that would be inconsistent with Lee County's goals for Southeast Lee County. Regional benefits include providing hydrologic and wildlife connections between Lee County conservation properties and the Corkscrew Regional Ecosystem Watershed (CREW) lands.

Discussion of Whether the Agreement Protects the Public Interest Served by the Policy: This public interest is being protected and maintained by allowing the entire property to be developed under the standards of the EEPKO. By doing this, the county has more land protected in preservation for surface water and wildlife movement. While the subject property is not designated on Map 2-D and the property would not qualify to be added to the EEPKO based on locational requirements of Policy 33.2.4.1, based upon the support documentation and conditions of development it is clear that the Agreement will provide significant regional hydrological and wildlife connections and will improve, preserve and restore regional surface and groundwater resources and indigenous wildlife habitats, all as directed through Policy 33.2.4.1. The fact that the property is not on Map 2-D should not be a barrier to achieving these benefits as the property, due to its sheer size, extends to important existing regional systems on two sides.

POLICY 33.2.4.2. The property is rezoned to a planned development that meets the following:

Public Interest Served by the Policy: The intent for being rezoned to a planned development is that it provides county staff adequate ability to review developments to assure that it is compatible with surrounding uses and protects wildlife habitat and water resources. The planned development process also provides for public input into the rezoning process and final site design as opposed to conventional rezonings.

Discussion of Whether the Agreement Protects the Public Interest Served by the Policy: While the Agreement does not technically require a planned development rezoning, it does provide that the property will be designated and treated as a mixed-use planned development (MPD) under the LDC. In this case, the process leading up to the Stipulation and the Agreement, and the provision of comprehensive support documentation, have provided for a comprehensive review by staff before consideration by the Hearing Examiner and BOCC. Public input into the Agreement is provided through four public hearings, one before the Hearing Examiner, two before the BOCC and one before the circuit court. Based on the foregoing, the public interest served by the rezoning requirement has been fully protected by the Agreement.

Policy 33.2.4.2 establishes 14 criteria (a. through n.) for EEPKO communities. The Agreement was determined to be consistent with 12 of these criteria in the previous section of this Memorandum. The Agreement was found to be inconsistent with criteria e and i, which are reproduced and discussed below.

- e. ***Record a Conservation Easement for a minimum of 55% of the planned development, not including previously mined lakes, to be dedicated to the appropriate maintenance entity that provides Lee County or some other public agency, acceptable to Lee County, with third party enforcement rights. All Conservation Easements required as part of the planned development must be recorded within 5 years from first development order approval.***

Public Interest Served by the Policy: The public interest served by this policy is to assure that the regionally significant wildlife habitat and water resources of the property are protected through the recording of a conservation easement for preserved lands. The public interest served by the requirement for recording all easements within 5 years of the first development order is to ensure that preservation areas are placed under easement concurrent with the impacts of development so that development is not completed without this important part of the EEPKO requirements being fulfilled.

Discussion of Whether the Agreement Protects the Public Interest Served by the Policy: Condition 1.c. of the Agreement requires 50% of the private development property be placed within a conservation easement. This will result in approximately 3,287 acres of property being placed in a conservation or flowway easement, restored, and maintained in perpetuity. The Agreement covers a

significantly larger area than other property approved through the EEPKO and will achieve greater amounts of contiguous restoration areas due to the project's overall size. Because of the size of the property and the site design, the proposed project will provide restored regionally significant wildlife corridors, flowways and create a hydrologic restoration benefit to off-site properties over and above the on-site restoration, while providing 50% percent (approximately 3,287 acres) conservation/flowway easement as opposed to 55% The restoration will not only improve on-site flowways and wildlife habitat but will manage the timing of flows into the Corkscrew Swamp Sanctuary, CREW, and Lee County 20/20 lands improving the ecology for off-site land south of the subject property.

Additionally, Condition 1.c. of the Agreement does not require that all conservation easements be recorded within 5 years of the first development order. Instead, as provided in condition 1.c., the phasing of restoration/conservation activities and easements concurrent with development is allowed with the requirement that conservation phases be completed within ten years of commencement of each phase, regardless of the progress of development tied to that phase. The public interest served by the 5-year requirement is to ensure that easements are provided concurrent with the impacts of development so that development is not completed without this important part of the EEPKO requirements being fulfilled. For smaller projects approved through the EEPKO that are developed in one or two phases, this timing requirement is appropriate and manageable. The provisions of condition 1.c. will ensure that the benefits of the conservation easements will be attained concurrent with development and that development will not be completed without the required 50% of the property being placed into conservation easement, thus protecting the public interest served by this criteria of the EEPKO.

- i. Irrigation and fertilizers (or other chemicals) for agricultural purposes must be entirely eliminated at time of first development order approval for row crops and no later than 5 years from first development order approval for citrus groves. If cessation of citrus groves is to be phased, a phasing plan provided at the time of zoning must demonstrate regional environmental benefits, including but not limited to regional or historic surface water and wildlife connections, occurring with the first phase of development.***

Public Interest Served by the Policy: The public interest served by this policy is the protection of Lee County potable water resources by assuring that (1) aquifers are not overused by having both agricultural irrigation and residential uses on the property at the same time; and (2) potential groundwater pollutants utilized in agricultural operations are eliminated.

Discussion of Whether the Agreement Protects the Public Interest Served by the Policy: This policy allows for a phased approach for termination of citrus groves. The subject property consists of mostly citrus grove, with some sod farming and row crops. On a property of this scale, elimination of all agricultural operations at the time of first development order could lead to negative unintended

consequences such as lack of management, the spread of exotic plants and animals, erosion, etc. Condition 1c describes how the phasing of development and restoration will occur such that development area and units will only be permitted proportionate to the preservation/restoration area provided. The public interest is being maintained through an orderly phase out of agricultural operations and significant public benefits to water quality and water supply for each phase of development/restoration, as shown in Exhibits N & O.

POLICY 33.2.4.3.c. Other lands within the Environmental Enhancement and Preservation Overlay, outside of Tier 2, meeting the requirements above will be permitted a maximum density of 1 unit per 3 acres.

Public Interest Served by the Policy: As provided in the staff report that originally adopted the EEPKO, CPA2014-00004, the intent of Policy 33.2.4.3 (Policy 33.3.4.3 at that time), is to provide predictable density incentives so as to be able to plan for future provision of utilities and other services such as transportation, EMS, sheriff, and fire protection¹.

Discussion of Whether the Agreement Protects the Public Interest Served by the Policy: While the density of the proposed development is greater than what would typically be allowed. The public interest is protected and served through the Settlement Agreement and proposed conditions. Specifically paragraphs 6 and 8 of the Settlement Agreement and Condition 23 of Exhibit E will ensure that adequate public facilities and services are available prior to any vertical development.

POLICY 33.2.4.4.d. The project will be consistent with Policy 33.2.5 and will not exceed the allowable total square footage for commercial uses in Southeast Lee County;

Public Interest Served by the Policy: The public interest served by this policy is to provide the commercial needs necessary for local residents while not allowing commercial uses to become a community or regional attraction.

Discussion of Whether the Agreement Protects the Public Interest Served by the Policy: This policy cross-references to Policy 33.2.5, which limits commercial square footage in Southeast Lee County to 300,000 square feet. As of May 2, 2022 there have been 240,000 square feet of commercial uses approved through the rezoning process. In addition there was another 100,000 square feet of commercial uses allowed through the FFD settlement agreement for a total of 340,000 square feet of commercial uses.

¹ Lee County Department of Community Development. (2015). CPA2014-04 WildBlue DEO Adoption Report

Between Verdana Village, The Place, Wild Blue, and FFD there are approximately 10,000 units either built or planned that will be dependent on the commercial uses permitted within Southeast Lee County. This equates to approximately 34 square feet of commercial uses per household.

The Kingston property includes an additional 10,000 residential units. Using the same commercial generation rate for the similar properties approved through or based on the EEPKO, Kingston would create a need for an additional 340,000 square feet.

Additionally, the north end of the proposed Kingston development has substantial frontage along SR 82, adjacent to the Lehigh Acres community located north of SR 82. It is well documented that the Lehigh Acres community plan area has a shortage of commercial uses to serve the community². The Lee Plan has several policies intended to increase commercial square footage available in Lehigh Acres, including Objective 25.6. As identified on the MCP and as conditioned, the majority of the proposed commercial square footage (500,000 square feet) will be located with direct access to SR 82 which will serve the commercial needs of Lehigh Acres. Therefore, between the need created by the Kingston development and the current unmet need within the Lehigh Acres community plan area, the proposed 700,000 square feet of commercial development is justified and needed through development of the subject property.

Section 163.3177(1)(f)(3), requires the comprehensive plan to “identify the minimum amount of land” required to “accommodate the medium” population projection through the plan’s horizon. The increased residential development in Southeast Lee County authorized by the Agreement, as well as existing and unmet needs within Lehigh Acres community plan area, requires that additional land be allowed for commercial uses. The additional commercial square footage provided through the Agreement still serves to protect the public interest protected by Policy 33.2.4.4.d and Policy 33.2.5 by allowing enough commercial development to meet the needs of the nearby Southeast Lee County and Lehigh Acres communities so that commercial trips are kept close to the residential uses that are served, and this is also consistent with Section 163.3177, Florida Statutes.

POLICY 33.2.4.4.e. Commercial uses and maximum floor area is limited to Neighborhood Commercial, as defined, and must not include any of the following uses: auto parts stores, lawn and garden supply stores, fuel pump stations, drycleaners (on-site), or any other use that is not compatible with protecting Southeast Lee County’s environment;

Public Interest Served by the Policy: The intent of this policy is to protect groundwater quality of Southeast Lee County, specifically within areas that

² Wallace Roberts & Todd, LLC, Lehigh Acres Comprehensive Planning Study (Lee County Florida, March 2009); Spikowski Planning Associates, Lehigh Acres Commercial Land Use Study (Lee County, May 1996).

are within one of Lee County Wellfield Protection Zones found within Southeast Lee County. Wellfields within Southeast Lee County provide a majority of Lee County Utilities potable water supplies, therefore protection of these areas is critically important to the public's interest.

Discussion of Whether the Agreement Protects the Public Interest Served by the Policy: The Kingston development is not within any wellfield protection zone. In addition, commercial areas that are not located directly on SR 82 will be consistent with Policy 33.2.4.4.e. Development Pods 11b, 12, 13, and 19 allow for uses which would otherwise be prohibited by Policy 33.2.4.4.e. These PODs are located a minimum of 1.5 miles from the nearest Wellfield Protection Zone. In addition Development Pods 11b, 12, 13, and 19 are located in an area identified on Map 2-D: Southeast DR/GR Residential Overlay as a Mixed-Use Community. Policy 33.2.2.1.b provides that "within the Mixed-Use Communities identified on Map 2-D will be allowed to develop using permitted uses and the property development regulations for the C2-A zoning district." The commercial uses proposed within Development Pods 11b, 12, 13, and 19 is consistent with Policy 33.2.2. Finally, Policy 33.1.7 requires that any impacts of proposed ground disturbances must be analyzed using integrated surface and groundwater models. Prior to final approval of uses, this analysis must demonstrate that there will not be adverse impacts of water resources and natural systems within Southeast Lee County. Based on the project location (not within any wellfield protection zones) and consistency with Policies 33.1.7 and 33.2.2 the public interest served by Policy 33.2.4.4.e is protected.

POLICY 33.2.5: Commercial uses may only be permitted if incorporated into a Mixed-Use Community, Environmental Enhancement and Preservation Community, or Rural Golf Course Community depicted on Map 2-D. The maximum commercial floor area that may be approved within the Southeast Lee County community plan area may not exceed 300,000 square feet.

Public Interest Served by the Policy: The public interest served by this policy is to provide the commercial needs necessary for local residents while not allowing commercial uses to become a community or regional attraction.

Discussion of Whether the Agreement Protects the Public Interest Served by the Policy: Through the Agreement, commercial uses will be incorporated into the Kingston development adhering to the EEPSCO requirements, except as discussed above for contravened policies 33.2.4.4.d and 33.2.4.4.e. As to the 300,000 square foot limitation for commercial uses within Southeast Lee County, this limitation is discussed under Policy 33.2.4.4.d, above.

C. Inconsistent LDC Provisions

The Agreement requires compliance with the LDC in existence as of the date of the Agreement but also identifies eight provisions of the LDC for which a deviation or modification is sought. These eight deviations are considered to be Contravened Regulations for purposes of the Agreement. The protection of the public interest served by these eight deviations is discussed separately below for each deviation. Deviations are anticipated in the land development code for planned developments and therefore consistent with the code. The standard of review for deviations is simply do they enhance the planned development and are otherwise not detrimental to the health, safety and general welfare of the public. The following deviations have been approved in other planned developments in Lee County.

LDC Section 10-296(e)(3): requires roadway segments in Lee Plan future non-urban areas to be designed to non-urban design standards. While the development remains in a “non-urban” area based on the expansive restoration and preservation requirements, the streets within the tightly clustered development areas will be designed similar to a suburban neighborhood. This is consistent with EEPKO communities and has been found in those cases to enhance the site plan to utilize the suburban roadway standards without having any negative impact on the health, safety or the general welfare of the public.

LDC Section 10-329(d)(3)a: requires lakes to be limited to a 20ft depth to allow for a maximum lake excavation depth of 35ft within the residential development pods and subject to the Enhanced Lake Management Plan. Lake excavation cannot penetrate any clay layers or continuous rock layers. The Enhanced Lake Management Plan lists criteria for deep lake management in order protect the health, safety and welfare of the general public. The deep lake management plan will be reviewed at the time of development order to ensure that the criteria of the land development code are implemented pursuant to Condition 26. This will enhance the development by allowing resources to be excavated onsite and less fill/rock materials will be needed to fill the site to proper grade.

LDC Section 10-329(d)(3)a.2: requires deep lake trees to be installed for all lakes deeper than 12ft, to allow for the quantity of littoral plantings to be increased by 20% (Pursuant to Condition 27) in lieu of deep lake trees. This deviation maintains the same benefit for water quality but helps to ensure survivability of the vegetation. Lakes are typically excavated prior to the installation of irrigation and without irrigation the deep lake trees have low survivability rates. Utilizing additional littoral planting to enhance the water quality function of deep lake trees thereby protects the public health, safety and general welfare.

LDC Section 10-416(a): requires general tree plantings. The general tree requirement for the Project are met through the use of existing onsite indigenous vegetation and flowway restoration plants. The flowway plants will not be subject to required minimum plant heights per LDC 10-420(c) and (d). Landscaping for parking areas and vehicle use

areas will still be provided as required in the LDC. This will enhance the project by allowing the onsite preservation areas and existing indigenous preserves to meet the requirements. The public interest is protected because the same result will be achieved.

LDC Section 10-291(3): requires that residential development of more than five acres and commercial development of more than ten acres provide more than one means of ingress and egress. This deviation is only needed for the initial construction of a residential or commercial Pod. The development of any Pod that connects to the spine road will require the spine road to connect to either Corkscrew Road or State Route 82. The build out of the property has multiple points of access to State Road 82, Corkscrew Road and the spine road, which will be public, ensuring that the public interest is protected. This is consistent with EEPKO communities and has been found in those cases to enhance the site plan without having any negative impact on the health, safety or the general welfare of the public.

LDC Section 10-416(d)(1): requires a landscape buffer adjacent to the Property boundaries where abutting a different use. This deviation achieves the same result as a buffer, but rather than a planned landscape/irrigated area, the restored natural preserve will act as the “buffer” providing the same or better benefit, protecting the public interest and enhancing the overall project. This is consistent with EEPKO communities and has been found in those cases to enhance the site plan without having any negative impact on the health, safety or the general welfare of the public. Commercial development along SR 82 will provide buffers as applicable.

LDC Section 10-384(c)(1): requires water mains for one- and two-story residential buildings be constructed in an external loop no greater than 1,500 feet. The settlement agreement will allow 3,700 feet provided required fire flows are met. This is consistent with EEPKO communities and has been found in those cases to enhance the site plan without having any negative impact on the health, safety or the general welfare of the public.

LDC 10-285: requires an access separation of 660 feet along principal arterials in Future Non-Urban areas to allow a connection separation distance of 460', as depicted on the MCP. This is consistent with EEPKO communities and has been found in those cases to enhance the site plan without having any negative impact on the health, safety or the general welfare of the public.

(Revised May 18, 2022)

**JOINT MEMORANDUM OF
LEE COUNTY AND CORKSCREW GROVE LIMITED PARTNERSHIP**

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IN THE CIRCUIT COURT OF THE 20TH JUDICIAL CIRCUIT
IN AND FOR LEE COUNTY, FLORIDA
CIVIL ACTION

CORKSCREW GROVE LIMITED PARTNERSHIP,
a Delaware limited partnership,

Plaintiff,

CASE NO.: 19-CA-008183

v.

LEE COUNTY, FLORIDA, a political
subdivision of the State of Florida,

Defendant.

_____ /

STIPULATED SETTLEMENT AGREEMENT

Plaintiff, CORKSCREW GROVE LIMITED PARTNERSHIP, (“CGLP”), and Defendant, LEE COUNTY, FLORIDA, (“COUNTY”) singularly and collectively, “Litigation Parties”, in the above-styled case; and CAM7-SUB, LLC (“CAM”), “Contract Purchaser” and intended “Developer,” enter into this Stipulated Settlement Agreement (“Stipulation”), jointly as “Stipulation Parties.” The “effective date” of this Stipulation shall be as of the last date a Stipulation Party hereto has signed this Stipulation. Stipulation Parties state as follows:

I. RECITALS

WHEREAS, CGLP desired to develop the property described in Exhibit A attached hereto (“Limerock Property”) as a limerock mine, CGLP purchased the Limerock Property with a pending application for an Industrial Planned Development (IPD) to permit the use of the property for a mine after conducting due diligence, which included several meetings with COUNTY; and

WHEREAS, CGLP was authorized by a Cooperation Agreement to represent all of the Limerock Property subject to the pending IPD zoning application, litigation and resolution thereof; and

WHEREAS, the Limerock Property includes a portion owned by the “Hunt Group,” consisting of Cooperative Three, Inc., Hunt Brothers, Inc., DH Ranch, Inc., Nelson Groves, Inc., Helene C. Hunt, and EH, SR, Inc., (the Hunt Group and CGLP are collectively, the “Property Owners” of the Limerock Property herein); and

WHEREAS, the pending application for a limerock mine was the subject of prior litigation which required the application to be evaluated under the 2007 Comprehensive

Plan and Land Development Code, (Old Corkscrew Plantation, LLC v. Lee County, Case No. 09-CA-002128); and

WHEREAS, the COUNTY's 2007 comprehensive plan expressly provided that mining (natural resource extraction) was a permitted use within the Density Reduction/Groundwater Resource (DR/GR) future land use classification where the Property is located; and

WHEREAS, CGLP and its consultants completed the preparation of the reports and studies necessary to obtain a staff determination of sufficiency in case DC12011-00007 as well as a staff recommendation of approval subject to conditions; and

WHEREAS, on March 3, 2010, the COUNTY amended its comprehensive plan through the adoption of Ordinance 10-19, Ordinance 10-20, and Ordinance 10-21. Under the COUNTY's plan amendments, as subsequently modified by Ordinance 10-43, the COUNTY required additional development permits and comprehensive plan amendments to allow limerock mining in certain areas within the DR/GR, however said ordinances did not apply to the property in question; and

WHEREAS, CGLP's application for re-zoning to IPD was denied by the COUNTY at a hearing on November 6, 2019 by a vote of the Board of County Commissioners which is reflected in Resolution No. Z-18-008 which was rendered when it was filed with the Clerk of Court on November 8, 2019; and

WHEREAS, CGLP timely filed a challenge to the denial of the zoning application as inconsistent with the Comprehensive Plan in effect in 2007 as Lee County Circuit Court Case No.: 19-CA-008183 and the complaint included a request for declaratory and injunctive relief ("the Circuit Court Action"); and

WHEREAS, a Final Judgment for Plaintiff Corkscrew Grove Limited Partnership was rendered on August 31, 2021 in the Circuit Court Action, based on the August 5, 2021 Order granting Plaintiff's Second Amended Motion for Summary Judgement as to Count I of the Second Amended Complaint for Declaratory Relief; and

WHEREAS, the COUNTY appealed that Order and Final Judgment to the 2nd DCA where the matter, Case No.: 2D21-2821 is still pending ("the Appellate Court Action"); and

WHEREAS, CGLP pursuant to Section 70.001, Fla. Stat., the "Bert Harris Act," timely presented its claim and that of other burdened Property Owners (collectively "claimants"), to the COUNTY for compensation in the amount of (\$63,000,000.00), as of the date of the appraisal, resulting from the COUNTY's denial of CGLP's application for re-zoning to an IPD to permit mining excavation (the "Bert Harris Claim"); and

WHEREAS, the COUNTY acknowledged the receipt of the Claim for Damages pursuant to Florida Statutes Section 70.001, F.S. in a letter dated December 4, 2020,

wherein the County submitted that the correspondence was the “written settlement offer and written statement of allowable uses contemplated by the Act”; and

WHEREAS, CGLP on behalf of all of the claimants did not accept the COUNTY offer of ten thousand dollars (\$10,000.00); and

WHEREAS, the Parties are desirous of resolving the circuit Action, the Appellate Court Action and the Bert Harris Claim pursuant to Section 70.001, F.S. whereby CGLP receives alternative development rights for the Property as a Mixed Use Planned Development (the “Kingston Project”) and relinquishes its mining rights on the Property to the County; and

WHEREAS, pursuant to Section 70.001(4)(c), the property owner has the ability to accept a settlement offer before filing an action under the Bert Harris Act, and COUNTY can implement the settlement offer by appropriate development agreement; and

WHEREAS, the County owns property that is adjacent to the proposed Kingston Project as shown on the attached Exhibit B (hereinafter “County Property”); and

WHEREAS, as an aid to resolution of the dispute between the Litigation Parties, CAM and the County will identify and agree through the Development Agreement process to swap similar property located within the Project boundaries for the County Property; and

WHEREAS, to facilitate the necessary infrastructure for the Kingston Project contemplated by this Settlement Agreement and for future County infrastructure needs, there is a public interest in swapping the County Property with CAM; and

WHEREAS, the COUNTY, CGLP, and CAM agree that all rights and obligations provided for in the Development Agreement (as defined below) will run with the land; and

WHEREAS, CAM has a fully executed contract to purchase the Limerock Property and additional property south of the Limerock Property described in Exhibit C (together hereinafter the “Property”); and

WHEREAS, CAM, by virtue of this Stipulation and the contract to purchase, is authorized to communicate with the COUNTY regarding the alternative development program; and

WHEREAS, CAM upon completed acquisition of the Limerock Property will assume all of the rights and obligations under the Development Agreement to build the “Kingston Project” and become the “Developer” thereof; and

WHEREAS, the Litigation Parties in good faith believe this Stipulation meets the requirements of Florida Statutes §70.001(4)(d);

NOW, THEREFORE, in consideration of their mutual promises below, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Stipulation Parties hereby stipulate, promise, and agree as follows:

II. COVENANTS, WARRANTIES, AND REPRESENTATIONS

1. The above Recitals are true and correct and are incorporated by reference.
2. The Litigation Parties agree to resolve the Circuit court Action, the Appellate Court Action and the Bert Harris Claim through the adoption of a Development Agreement pursuant to Stipulation of Settlement under Section 70.001, Florida Statutes (“Development Agreement”), which Development Agreement will provide the Property Owners, and any successor in interest including, but not limited to CAM, with specific development rights for the Property in lieu of limerock mining. CGLP, on behalf of all of the Property Owners herein, agrees to pursue the stipulation and the specific development rights to resolve the Bert Harris Claim for damages for the County’s denial of mining activity and, upon securing the entitlements set out in the Development Agreement, will relinquish its mining rights on all the Property as described in Exhibit C to the County.
3. Within ten (10) days of the full execution of this Stipulation, CGLP and the County shall submit a joint motion to the Appellate Court, advising the Court of the progress recited in this Stipulation and moving for an extension of the Appellate Court Action abatement for an additional ninety (90) days. Thereafter, irrespective of whether the 2nd DCA requires briefing or argument, the County and CGLP shall jointly request all available extensions and enlargements of time in the Appellate Court Action so as to allow the Parties hereto to effectuate the intent of the procedure described in II. 4, below.

If the 2nd DCA resolves the Appellate Court Action in favor of either party prior to the conclusion of the procedure described in II. 4, below, CGLP shall not “re-submit its current rezoning application to Lee County” as per the Circuit Court Action Order Granting CGLP’s Second Amended Motion for Summary Judgment as to Count I of the Second Amended Complaint for Declaratory Relief, until and unless the Circuit Court fails to approve this Stipulation or the County does not ultimately approve the Development Agreement. Rather, if the 2nd DCA resolves the Appellate Court Action, both CGLP and the County shall continue to use their best efforts to resolve this matter using the procedure described in II. 4, below in order to reach the intended result of this Stipulation.

4. The following process will be utilized to: (i) prepare and review the Development Agreement; (ii) fully evaluate whether this Stipulation and the Development Agreement, taken in the aggregate, meet the requirements of Section 70.001(4)(d), Florida Statutes; and (iii) provide a full and fair opportunity for meaningful public input on the Stipulation and the Development Agreement.



- a. Within sixty (60) days of the full execution of this Stipulation, CAM, on behalf of the Property Owners will submit to the County a proposed Development Agreement and any supporting material that is necessary to allow the County to adequately review the Development Agreement. The proposed Development Agreement will:
- i. establish development parameters for the Property not exceeding 1.5 dwelling units per gross acre; 700,000 square feet of commercial (limited to a maximum of 150,000 square feet directly fronting and/or abutting Corkscrew Road, 50,000 square feet directly fronting, abutting, or with direct access to the spine road between Corkscrew Road and existing "FPL" high tension wires, and 500,000 square feet directly fronting, or abutting State Road 82 or with direct access to the spine road between the "FPL" high tension wires and State Road 82 as shall be depicted on the MCP); and provide for public infrastructure, wireless communication facilities, essential services, public and/or private schools without limitation of square footage, and such other principal, essential and accessory uses typical of similarly sized mixed use developments within Lee County;
 - ii. provide for a minimum of 61% Open Space, which includes approximately 3,274 acres of onsite restoration consisting of wetland conservation easements, and flowway easements;
 - iii. identify mutually agreed upon land of similar size and quality, with frontage on SR 82, and within the Property boundaries, to swap for adjacent County Property to facilitate the construction of infrastructure needed for the Project and for the County's future regional infrastructure needs, such land swap will be contingent upon and subject to CAM purchasing the Property;
 - iv. provide a conveyance of the mining rights for all property subject to the Development Agreement in exchange for proportionate share credits to CGLP in the amount of \$2,400,000.00;
 - v. as a condition of development approval, the Developer will be responsible for needed utility infrastructure improvements to serve the Development. The County intends to build a new wastewater facility on Alico Road ("Alico Wastewater Facilities") and has existing County water treatment infrastructure that will accommodate the Kingston project. Once the Alico Wastewater Facilities are completed, the Development will connect to those facilities. The Developer and the County will decide the appropriate route for improvements to connect the Kingston Project to the Alico Wastewater Facilities. During the design or construction of infrastructure, the County and Developer may agree to upsize,

extend, enlarge or improve any sewer or water infrastructure desired by the County to meet future county non-Project demands, which the County will reimburse Developer for all incremental costs, design, permitting, construction, and financing, bond issuance, and overhead, attributable to the requested work with such reimbursement to be due upon inspection and acceptance of the requested improvements by the County; and

- vi. as a condition of Development Agreement approval, the Developer will be required to mitigate its traffic impacts to Corkscrew Road, if deemed necessary, by paying an agreed upon proportionate share of needed Corkscrew Road roadway improvements not to exceed \$2,000.00 per residential unit due at issuance of building permits, payment of road impact fees due at issuance of building permits, and construction of an internal Spine Road connecting State Road 82 to Corkscrew Road to ensure sufficient traffic distribution to the North. Once built the spine road will be dedicated to the County with responsibility for maintenance. The Developer will be entitled to receive impact fee credits for the design, permitting, and/or construction costs associated with any right of way improvements made to the Spine Road at the request of the County that are not necessary to meet the Development's infrastructure needs, or any right of way dedication or conveyance to the County.

- b. The Litigation Parties shall identify those rules, regulations, and ordinances that would be contravened ("Contravened Regulations") by this Stipulation and the Development Agreement as contemplated by Section 70.001(4)(d)1., Florida Statutes; identify those statutes (if any) that would be contravened ("Contravened Statutes") by this Stipulation and the Development Agreement as contemplated by Section 70.001(4)(d)2., Florida Statutes; and propose the conditions and obligations that CGLP and/or CAM (as the contract purchaser) believe will adequately protect the public interest served by the Contravened Regulations and Contravened Statutes.

- c. Within thirty (30) days of submittal of the Development Agreement to the County by CAM on behalf of CGLP, the County will hold an evidentiary hearing before either the Lee County Hearing Examiner or a Special Master selected jointly by the Parties. The decision as to whether the Hearing Examiner or a Special Master will conduct the hearing will be made jointly by the Litigation Parties. The sole and limited purpose of this hearing is to evaluate whether the relief granted to the Property Owners by this Stipulation and the Development Agreement protects the public interest served by the Contravened Regulations. In the conduct of this hearing, the Hearing Examiner or Special Master will take testimony and evidence as provided under Lee County Administrative Code AC-2-6 from CGLP and

Contract Purchaser/Consultant Team, County staff, and the general public. Notice of the date, time, location and subject matter of the hearing will be published in a newspaper of general circulation in the County at least ten (10) calendar days prior to the public hearing. The advertisement and mailing costs will be divided equally between CAM on behalf of CGLP and the County.

- d. Within thirty (30) days of completion of the hearing before the Hearing Examiner or Special Master, the Hearing Examiner or Special Master shall issue a written report and recommendation to the Lee County Board of County Commissioners (BOCC) addressing the issue identified in subsection b. above. In making his/her report and recommendation, the Hearing Examiner or Special Master will find that the Stipulation and Development Agreement either does or does not protect the public interest served by the Contravened Regulations provided, however, that in the event the Hearing Examiner or Special Master finds that the public interest is not protected he/she must recommend additional conditions or requirements in the Development Agreement that, if agreed to by the Litigation Parties, will cause the public interest to be adequately protected.

- e. The BOCC will conduct two public hearings on the Development Agreement ("Initial Hearing" and "Adoption Hearing"). The Initial Hearing will occur within forty-five (45) days of issuance of the Hearing Examiner's or Special Master's written report and recommendation, and the Adoption Hearing will be held within twenty-one (21) days of the Initial Hearing. Notice of intent to enter into the Development Agreement will be published approximately seven (7) days before the Initial Hearing and Adoption Hearing in a newspaper of general circulation in the County. The notice will provide the location of the Property subject to the Development Agreement, the development parameters proposed on the Property, the proposed population densities, and the proposed building intensities and height(s) and shall specify a place where a copy of the proposed Development Agreement can be obtained. A courtesy only notice will be mailed by regular mail to all property owners within 750 feet of the boundaries of the Property. The advertisement and mailing costs will be divided equally between CAM on behalf of CGLP and the County.

After consideration of the Hearing Examiner's or Special Master's report and recommendation, the evidence and testimony adduced at the public hearing before the Hearing Examiner or Special Master, and any additional information provided before the BOCC at the public hearings before the BOCC, the BOCC may approve the Development Agreement (with or without any conditions or requirements recommended by the Hearing Examiner or Special Master) or the BOCC may reject the Development Agreement.

Pursuant to Section 70.001(4)(d)1, F.S., prior to acceptance of the Development Agreement, the BOCC must find that the relief granted by the Development Agreement protects the public interest served by the Contravened Regulations and is the appropriate relief necessary to prevent the County from inordinately burdening the Property. If the BOCC accepts the Development Agreement as proposed by CGLP and CAM, the Development Agreement will be executed by the BOCC and transmitted to CGLP and CAM whereupon CGLP and CAM will execute the Development Agreement and return a signed original to the County Attorney within ten (10) days of receipt from the County. If the BOCC accepts the Development Agreement with any additional conditions or requirements recommended by the Hearing Examiner or Special Master, the BOCC will execute the amended Development Agreement and transmit it to CGLP and CAM for consideration, whereupon CGLP and CAM will have thirty (30) days from receipt to either accept or reject the modified Development Agreement. If CGLP or CAM rejects the modified Development Agreement, this process will terminate and the Litigation Parties will return to litigation. If both CGLP and CAM accept the modified Development Agreement, the Parties will continue with the process set forth below. If the BOCC rejects the Development Agreement, this process will terminate, and the Litigation Parties will re-commence the Litigation in Case No.: 19-CA-008183 and Case No.: 2D21-2821.

- f. In the event the Development Agreement is executed by the Stipulation Parties, the Development Agreement will be considered a part of this Stipulation as if fully set forth herein. Within sixty (60) days of the full execution of the Development Agreement, the Litigation Parties will jointly file an action in Circuit Court for approval at a public hearing held by the Court, pursuant to Section 70.001(4)(d)2., Florida Statutes. At this hearing, the Court will determine whether the relief granted to the Property Owners by the Contravened Statutes protects the public interest served by the Contravened Statutes and whether said relief is the appropriate relief necessary to prevent the governmental regulatory effort from inordinately burdening the Property.

If the Court approves this Stipulation, then, after sixty (60) days of entry of the Court's Order of Approval, the Parties will jointly file a motion to dismiss the Appellate Court Action with prejudice and upon dismissal of the Appellate Court Action, file a joint motion for an order vacating both the August 31, 2021 Final Judgment for Plaintiff Corkscrew Grove Limited Partnership in the Circuit Court Action and the August 5, 2021 Order Granting Plaintiff's Second Amended Motion for Summary judgment as to Count I of Second Amended Complaint for Declaratory Relief in the Circuit Court Action. Within ten (10) days of the Circuit Court entering an order vacating both the August 31, 2021 Final Judgment for Plaintiff Corkscrew Grove Limited Partnership in the Circuit Court Action and the August 5,

2021 Order Granting Plaintiff's Second Amended Motion for Summary judgment as to Count I of Second Amended Complaint for Declaratory Relief in the Circuit Court Action, CGLP shall voluntarily dismiss the Circuit Court Action with prejudice. The Order of Dismissal shall provide that neither Party shall take anything from the other, except as stated in this Stipulation and the Development Agreement. The Order of Dismissal shall further provide that each Party shall bear its own attorneys' fees and costs incurred in respect to the Lawsuit, and that the Court shall retain jurisdiction in order to enforce the terms of this Stipulation and the Development Agreement. If the Circuit Court fails to act favorably on each of the aforementioned motions, at the County's sole option, CGLP and the County shall waive their respective claims for attorney's fees and costs and immediately take all such steps as are necessary to waive such claims for attorneys' fees and costs in the Circuit Court Action. If this Stipulation and the Development Agreement are not approved by the Court, this Stipulation and the Development Agreement will be deemed null and void and of no further force or effect, and the Litigation Parties will resume litigation. If the Court approves this Stipulation and the Development Agreement and such approval is timely appealed or otherwise challenged by a third party, or in the event that any judicial or administrative proceeding shall otherwise prevent or delay the effectiveness of the Court's approval, any time periods and any obligations of the Stipulation Parties specified in this Stipulation or the Development Agreement shall be tolled until final resolution of such appeal, challenge or proceeding in a manner that upholds the Court's approval of this Stipulation and the Development Agreement or the Stipulation Parties reach an alternative resolution that is acceptable to CGLP and CAM in their sole discretion.

In the event that the Court's approval of this Stipulation and the Development Agreement has not been received or such approval is not final following eighteen (18) months after the Effective Date, then any Stipulation Party may nullify this Stipulation and the Development Agreement with written notice to the other party Stipulation Parties, whereupon this Stipulation and the Development Agreement will be deemed null and void and of no further force and effect, and the Litigation Parties will resume litigation.

5. Should any Stipulation Party fail to perform as specified in this Stipulation or the Development Agreement, that Stipulation Party shall be in default of this Stipulation or the Development Agreement, or both.
6. In the event of a default, the Stipulation Party not in default shall give written notice of the default ("Notice of Default") to the other Stipulation Parties by email and first-class U.S. Mail (certified) to the address for each Party set forth herein. If the default is not cured within ninety (90) days of the sending of the Notice of Default, such default shall be a breach of this Stipulation or the Development Agreement,

or both; provided, however, that any breach of a time period for performance specified in this Stipulation will not be subject to the cure period identified in this paragraph but will, instead, be governed by paragraph 8 below. In the event of any breach of this Stipulation or the Development Agreement, the non-breaching Stipulation Parties shall be entitled to enforce this Stipulation or the Development Agreement by filing a motion, having that motion heard by the Court, and having the Court enter a judgment for the relief demanded in the motion, if the non-breaching Stipulation Party proves a breach of this Stipulation or the Development Agreement by another Stipulation Party. The Stipulation Parties to this Stipulation, including non-parties to the underlying litigation, further hereby consent to jurisdiction in the Lee County Circuit Court for the enforcement of the terms of this Settlement Agreement absent further effort, and hereby waive actual service of process by or upon any party.

7. At the County's discretion, in the event development on the Property is not consistent with the Development Agreement, the County may enforce the terms of the Development Agreement through appropriate Code Enforcement proceedings or Supplemental Citation process. Unless otherwise provided for in the Settlement Agreement or Development Agreement, nothing within this Stipulation may be construed as prohibiting the County from enforcing the provisions of the Land Development Code, Lee Plan, or other applicable County Ordinances in accordance with the enforcement procedures found therein.
8. In any litigation relating to, or arising under this Stipulation or the Development Agreement, including any litigation to enforce a Stipulation Party's rights set forth herein, the prevailing Stipulation Party shall be entitled to an award of its reasonable attorneys' fees and costs incurred against the non-prevailing Stipulation Party at all levels of litigation, including the trial and appellate levels.
9. Time is of the essence to this Stipulation and the Development Agreement. All time periods for performance specified in this Stipulation must be strictly observed by the Parties unless waived in writing by both Parties.
10. None of the Stipulation Parties admit any liability hereby.
11. This Stipulation may not be modified, except in a writing signed by all Stipulation Parties. Amendments to the Development Agreement, or any portion thereof, must be approved by the Stipulation Parties in accordance with the terms of the Development Agreement, without further amendment to this Stipulation.
12. The undersigned representative of a Stipulation Party has the authority to sign this Stipulation and bind the Party for whom he or she is signing.
13. Each Stipulation Party has had the opportunity to consult with the counsel of that Party's choice regarding this Stipulation and each of the undersigned has either

consulted with said counsel or has knowingly, voluntarily, and intentionally waived the opportunity to consult with counsel.

14. This Stipulation was negotiated at arm's length and/or mutually drafted; accordingly, the Stipulation shall not be construed against any Party on account of which Party drafted the Stipulation. To the extent a Party were to claim an ambiguity exists in any provision hereof, such ambiguity, if any, shall not be construed against any Party hereto on account of which Party drafted the provision.
15. Wherever the text of this Stipulation may require or so admit, the singular shall include the plural, and vice-versa.
16. Copies of this Stipulation shall be as valid and enforceable as the original.
17. This Stipulation may be executed in counterparts and transmitted by electronic means or facsimile. The fully-executed Stipulation so transmitted shall be deemed an original.
18. If any provision of this Stipulation shall be determined to be invalid by any court, including, but not limited to, the request to vacate the Final Judgment in Case No.: 19-CA-008183, such determination shall not affect the validity of any other provision of this Stipulation.
19. This Stipulation shall be construed in accordance with the laws of the State of Florida.
20. The Court shall retain jurisdiction of this Lawsuit in order to enforce the terms of this Stipulation.
21. If any notice is provided hereunder, such notice, including any Notice of Default, shall be sent to:

If to CGLP:

Corkscrew Grove Limited Partnership
Attention: Mitch Hutchcraft
3602 Colonial Court
Ft. Myers, Florida 33913
Email: mhutchcraft@king-ranch.com

With a copy to:

Jere F. Daniels, Jr., Esquire
Winderweedle, Haines, Ward & Woodman, P.A.
329 Park Avenue North, Second Floor
Winter Park, Florida 32789
Email: jdaniels@whww.com

With a copy to:
S. William Moore, Esquire
Moore Bowman & Reese, P.A.
551 N. Cattlemen Road, Suite 100
Sarasota, Florida 34232
Email: bmoore@mbrfirm.com

If to CAM:
CAM7-SUB, LLC
ATTN: Joseph Cameratta
21101 Design Parc Lane, Suite 103
Estero, FL 33928
Email: jcameratta@cameratta.com

With a copy to:
Pavese Law Firm
ATTN: Charles Mann, Esquire
1833 Hendry Street
Fort Myers, FL 33901
Email: charlesmann@paveselaw.com

As to COUNTY:
Lee County
ATTN: County Manager
2115 Second Street
Fort Myers, FL 33901

With a copy to:
Lee County
ATTN: County Attorney
2115 Second Street
Fort Myers, FL 33901

Jeffrey L. Hinds, Esquire
Jay J. Bartlett, Esquire
BARLETT LOEB HINDS
& THOMPSON, P.A.
100 North Tampa Street, Suite 2050
Tampa, Florida 33602




IN WITNESS WHEREOF, and intending to be bound hereby, the Parties hereto have entered into and executed this Stipulation of Settlement as of the dates set forth below.

CORKSCREW GROVE LIMITED PARTNERSHIP

By: _____
Name (Print): _____
As its (Office Held): _____
Dated: _____

CAM7-SUB, LLC

By:  _____
Name (Print): Joseph Canessa
As its (Office Held): Member
Dated: 3/23/22

LEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

By: _____
Chair of the Board of County Commissioners
Name (Print): _____
Dated: _____

Jere F. Daniels, Jr., Esquire
Winderweede, Haines, Ward & Woodman, P.A.
329 Park Avenue North, Second Floor
Winter Park, Florida 32789
Email: jdaniels@whww.com
Counsel for Plaintiff, CORKSCREW GROVE LIMITED PARTNERSHIP


Dated: _____

S. William Moore, Esquire
Moore Bowman & Reese, P.A.
551 N. Cattlemen Road, Suite 100
Sarasota, Florida 34232
bmoore@mbrfirm.com
Counsel for Plaintiff, CORKSCREW GROVE LIMITED PARTNERSHIP

Dated: _____

IN WITNESS WHEREOF, and intending to be bound hereby, the Parties hereto have entered into and executed this Stipulation of Settlement as of the dates set forth below.

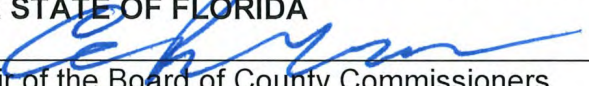
CORKSCREW GROVE LIMITED PARTNERSHIP

By: 
Name (Print): Mitchel A. Hutchcraft
As its (Office Held): Vice President
Dated: March 22, 2022

CAM7-SUB, LLC

By: _____
Name (Print): _____
As its (Office Held): _____
Dated: _____

LEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

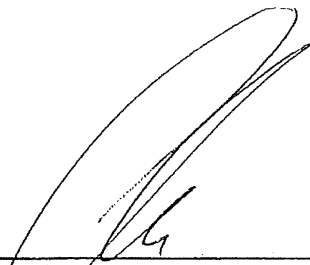
By: 
Chair of the Board of County Commissioners
Name (Print): Commissioner Cecil L. Pendergrass, Chairman
Dated: 4-19-22 Lee County Board of County Commissioners
District 2

Jere F. Daniels, Jr.
Jere F. Daniels, Jr., Esquire
Winderweedle, Haines, Ward & Woodman, P.A.
329 Park Avenue North, Second Floor
Winter Park, Florida 32789
Email: jdaniels@whww.com
Counsel for Plaintiff, CORKSCREW GROVE LIMITED PARTNERSHIP

Dated: 3/23/2022

S. William Moore
S. William Moore, Esquire
Moore Bowman & Reese, P.A.
551 N. Cattlemen Road, Suite 100
Sarasota, Florida 34232
bmoore@mbrfirm.com
Counsel for Plaintiff, CORKSCREW GROVE LIMITED PARTNERSHIP

Dated: March 23, 2020



Charles Mann, Esquire
Pavese Law Firm
1833 Hendry Street
Fort Myers, FL 33901
CharlesMann@paveselaw.com
Counsel for Contract Buyer/Developer, CAM7-SUB, LLC

Dated: 3-24-22

Jeffrey L. Hinds, Esquire
Florida Bar No.: 0008710
Jay J. Bartlett, Esquire
Florida Bar No.: 875163
BARLETT LOEB HINDS & THOMPSON, P.A.
100 North Tampa Street, Suite 2050
Tampa, Florida 33602
Telephone: (813) 223-3888
Fax: (813) 228-6422
Counsel for Defendant, Lee County, Florida

Dated: _____

Charles Mann, Esquire
Pavese Law Firm
1833 Hendry Street
Fort Myers, FL 33901
CharlesMann@paveselaw.com
Counsel for Contract Buyer/Developer, CAM7-SUB, LLC

Dated: _____



Jeffrey L. Hinds, Esquire
Florida Bar No.: 0008710
Jay J. Bartlett, Esquire
Florida Bar No.: 875163
BARLETT LOEB HINDS & THOMPSON, P.A.
100 North Tampa Street, Suite 2050
Tampa, Florida 33602
Telephone: (813) 223-3888
Fax: (813) 228-6422
Counsel for Defendant, Lee County, Florida

Dated: 3/24/2022

EXHIBIT "A"
Limerock Property



EXHIBIT "A"
DESCRIPTION

Parcel in
Section 35, Township 45 South, Range 27 East
and Sections 2, 3, 10, 11, 14 and 15,
Township 46 South, Range 27 East,
Lee County, Florida

A tract or parcel of land lying in Section 35, Township 45 South, Range 27 East and Sections 2, 3, 10, 11, 14 and 15, Township 46 South, Range 27 East, Lee County, Florida, said tract or parcel of land being more particularly described as follows:

Beginning at the Southwest corner of said Section 35 run $N00^{\circ}42'20''W$ along the West line of said Section 35 for 4,913.47 feet to an intersection with the Southwesterly right of way line of State Road 82 (F.D.O.T. right of way Section No. 1207-101) (200 feet wide right of way); thence run $S74^{\circ}24'28''E$ along said Southwesterly right of way line for 5,474.38 feet to an intersection with the East line of said Section 35; thence run $S01^{\circ}27'49''E$ for 3,347.79 feet to the Northeast corner of said Section 2; thence run $S00^{\circ}37'24''E$ along the East line of said Section 2 for 4,496.97 feet; thence run $S88^{\circ}14'39''W$ for 2,954.70 feet; thence run $S00^{\circ}38'17''E$ for 1,000.18 feet; thence run $N89^{\circ}34'20''E$ for 89.85 feet; thence run $S00^{\circ}42'50''E$ for 1,075.98 feet to an intersection with the North line of the West Half (W 1/2) of said Section 11; thence run $N88^{\circ}06'17''E$ along said North line for 218.81 feet to the Northeast corner of said Fraction; thence run $S00^{\circ}11'24''E$ along the East line of said Fraction for 5,325.44 feet to Southeast corner of said Fraction; thence run $N88^{\circ}33'37''E$ along the North line of said Section 14 for 2,623.23 feet to the Northeast corner of said Section 14; thence run $S00^{\circ}02'19''W$ along the East line of said Section 14 for 5,330.76 feet to the Southeast corner of said Section 14 ; thence run $S88^{\circ}57'32''W$ along the South line of said Section 14 for 5,217.75 feet to the Southeast corner of said Section 15; thence run $S88^{\circ}56'48''W$ along the South line of said Section 15 for 5,216.63 feet to the Southwest corner of said Section 15; thence run $N00^{\circ}12'22''W$ along the West line of said Section 15 for 5,552.99 feet to the Southwest corner of said Section 10; thence run $N01^{\circ}06'50''W$ along the West line of said Section 10 for 5,068.95 feet to the Southwest corner of said Section 3; thence run $N00^{\circ}58'11''W$ along the West line of said Section 3 for 6,632.47 feet to the Northwest corner of said Section 3; thence run $N89^{\circ}02'20''E$ along the North line of said Section 3 for 5,301.06 feet to the POINT OF BEGINNING.

Containing 4,202.62 acres, more or less.

Bearings hereinabove mentioned are based on the North line of said Section 3 to bear $N89^{\circ}02'20''E$.

Scott A. Wheeler (For The Firm)
Professional Surveyor and Mapper
Florida Certificate No. 5949



EXHIBIT "B"
County Property

A handwritten signature in blue ink, located in the bottom right corner of the page. The signature is stylized and appears to be a single name.

EXHIBIT "B"
LEGAL DESCRIPTION OF COUNTY EXISTING PROPERTY

Parcel 1:

A parcel of land located in Section 23, Township 46 South, Range 27 East, Lee County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Section 23, Township 46 South, Range 27 East, Lee County, Florida; thence run S.89°28'06" W., along the South line of the Southeast quarter of said Section 23, for a distance of 525.38 feet a point 525.00 feet Westerly of, as measured at right angles to, the East line of the Southeast quarter of said Section 23 and the point of beginning of the parcel of land herein described; thence continue S.89°28'06"W., along the South line of the Southeast quarter of said Section 23, for a distance of 2141.32 feet to the South quarter corner of said Section 23; thence run S.89°26'02"W., along the South line of the Southwest quarter of said Section 23, for a distance of 12.65 feet; thence run N.00°34'53"W. for a distance of 1115.00 feet; thence run S.89°26'02"W., parallel with the South line of the Southwest quarter of said Section 23, for a distance of 810.00 feet; thence run N.00°34'53"W. for a distance of 888.90 feet; thence run N.89°11'45"E. for a distance of 1030.45 feet; thence run N.03°17'37"W. for a distance of 3299.20 feet to a point on the North line of said Section 23, said point being located 2798.63 feet Easterly of, as measured along the North line of said section 23, the Northwest corner of said Section 23; thence run N.89°31'47"E., along the North line of said Section 23, for a distance of 1258.65 feet to a point 1160.00 feet Westerly of, as measured along the North line of said Section 23, the Northeast corner of said Section 23; thence run S.02°42'10"E., parallel with the East line of the Northeast quarter of said Section 23, for a distance of 990.00 feet; thence run N.89°31'47"E., parallel with the North line of the Northeast quarter of said Section 23, for a distance of 634.60 feet; thence run S.02°42'10"E., parallel with the East line of said Section 23, for a distance of 4315.46 feet to the point of beginning.

Parcel 2:

A parcel of land located in Section 23, Township 46 South, Range 27 East, Lee County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Section 23, Township 46 South, Range 27 East, Lee County Florida; thence run N.89°31'47"E., along the North line of said Section 23, for a distance of 1795.03 feet to the point of beginning of the parcel of land herein described; thence continue N.89°31'47"E., along the North line of said Section 23, for a distance of 1003.60 feet; thence run S.03°17'37"E. for a distance of 3299.20 feet; thence run S.89°11'45"W. for a distance of 1030.45 feet; thence run N.02°49'26"W. for a distance of 3303.99 feet to the point of beginning.

EXHIBIT "C"
The Property (Limerock Property and Southern King Ranch Property)



EXHIBIT "C"

DESCRIPTION

Parcel in

Section 35, Township 45 South, Range 27 East
and Sections 2, 3, 10, 11, 14, 15, 24, 25, 26, 34, 35 and 36,
Township 46 South, Range 27 East,
Lee County, Florida

A tract or parcel of land lying in Section 35, Township 45 South, Range 27 East and Sections 2, 3, 10, 11, 14, 15, 24, 25, 26, 34, 35 and 36, Township 46 South, Range 27 East, Lee County, Florida, said tract or parcel of land being more particularly described as follows:

PARCEL 1:

Beginning at the Southwest corner of said Section 35 run $N00^{\circ}42'20''W$ along the West line of said Section 35 for 4,913.47 feet to an intersection with the Southwesterly right of way line of State Road 82 (F.D.O.T. right of way Section No. 1207-101) (200 feet wide right of way); thence run $S74^{\circ}24'28''E$ along said Southwesterly right of way line for 5,474.38 feet to an intersection with the East line of said Section 35; thence run $S01^{\circ}27'49''E$ for 3,347.79 feet to the Northeast corner of said Section 2; thence run $S00^{\circ}37'24''E$ along the East line of said Section 2 for 4,496.97 feet; thence run $S88^{\circ}14'39''W$ for 2,954.70 feet; thence run $S00^{\circ}38'17''E$ for 1,000.18 feet; thence run $N89^{\circ}34'20''E$ for 89.85 feet; thence run $S00^{\circ}42'50''E$ for 1,075.98 feet to an intersection with the North line of the West Half (W 1/2) of said Section 11; thence run $N88^{\circ}06'17''E$ along said North line for 218.81 feet to the Northeast corner of said Fraction; thence run $S00^{\circ}11'24''E$ along the East line of said Fraction for 5,325.44 feet to Southeast corner of said Fraction; thence run $N88^{\circ}33'37''E$ along the North line of said Section 14 for 2,623.23 feet to the Northeast corner of said Section 14; thence run $S00^{\circ}02'19''W$ along the East line of said Section 14 for 5,330.76 feet to the Southeast corner of said Section 14; thence run $S88^{\circ}57'32''W$ along the South line of said Section 14 for 5,217.75 feet to the Southeast corner of said Section 15; thence run $S88^{\circ}56'48''W$ along the South line of said Section 15 for 5,216.63 feet to the Southwest corner of said Section 15; thence run $N00^{\circ}12'22''W$ along the West line of said Section 15 for 5,552.99 feet to the Southwest corner of said Section 10; thence run $N01^{\circ}06'50''W$ along the West line of said Section 10 for 5,068.95 feet to the Southwest corner of said Section 3; thence run $N00^{\circ}58'11''W$ along the West line of said Section 3 for 6,632.47 feet to the Northwest corner of said Section 3; thence run $N89^{\circ}02'20''E$ along the North line of said Section 3 for 5,301.06 feet to the POINT OF BEGINNING.
Containing 4,202.62 acres, more or less.

PARCEL 2:

Beginning at the Northwest corner of said Section 24 run $N88^{\circ}48'32''E$ along the North line of said Section 24 for 5,496.75 feet to an intersection with the West line right of way line of Corkscrew Road, also being the West line of the East 25 feet of said



DESCRIPTION (CONTINUED)

Section 24; thence run $S01^{\circ}20'16''E$ along said West line for 4,100.52 feet to an intersection with the Northerly right of way line of Corkscrew Road, as described in a deed recorded in Instrument No. 2005000136900, Lee County Records; thence run along said Northerly right of way line the following three (3) courses: $S88^{\circ}39'44''W$ for 50.00 feet to a point on a non-tangent curve; Southwesterly along an arc of a curve to the right of radius 1,175.00 feet (delta $90^{\circ}09'17''$) (chord bearing $S44^{\circ}50'13''W$) (chord 1,663.94 feet) for 1,848.86 feet and $S00^{\circ}05'08''E$ along a radial line for 25.00 feet to an intersection with the North right of way line of said Corkscrew Road, also being North line of the South 50 feet of said Section 24; thence run along said North right of way line the following two (2) courses: $S89^{\circ}54'52''W$ for 1,393.63 feet and $S88^{\circ}51'37''W$ for 2,675.85 feet to an intersection with the West line of said Section 24; thence run $N03^{\circ}15'49''W$ along said West line for 5,255.07 feet to the POINT OF BEGINNING.

Containing 644.59 acres, more or less.

PARCEL 3:

Beginning at the Northwest corner of said Section 26 run $N88^{\circ}51'40''E$ along the North line of the Northwest Quarter (NW 1/4) of said Section 26 for 2,663.66 feet to the North Quarter corner of said Section 26; thence run $N88^{\circ}54'17''E$ along the North line of the Northeast Quarter (NE 1/4) of said Section 26 for 2,666.51 feet to the Northwest corner of said Section 25; thence run $S01^{\circ}09'29''E$ along the West line of the Northwest Quarter (NW 1/4) of said Section 25 for 50.00 feet to an intersection with the South right of way line of Corkscrew Road, also being South line of the North 50 feet of said Section 25; thence run along said South right of way line the following two (2) courses: $N88^{\circ}51'37''E$ for 2,673.06 feet and $N89^{\circ}54'52''E$ for 2,671.08 feet to an intersection with the East line of Northeast Quarter (NE 1/4) of said Section 25; thence run $S01^{\circ}11'48''E$ along said East line for 2,550.74 feet to the East Quarter corner of said Section 25; thence run $S01^{\circ}12'17''E$ along the East line of Southeast Quarter (SE 1/4) of said Section 25 for 2,650.95 feet to the Northeast corner of said Section 36; thence run $S01^{\circ}11'26''E$ along the East line of Northeast Quarter (NE 1/4) of said Section 36 for 1,320.34 feet; thence run $S89^{\circ}10'39''W$ parallel with the North line of said Fraction for 990.98 feet; thence run $N01^{\circ}11'26''W$ parallel with the East line of said Fraction for 1,320.34 feet to an intersection with the North line of said Fraction; thence run $S89^{\circ}10'39''W$ along the North line of said Fraction for 1,683.83 feet to the North Quarter corner of said Section 36; thence run $S89^{\circ}09'00''W$ along the North line of the Northwest Quarter (NW 1/4) of said Section 36 for 2,672.43 feet to the Northeast corner of said Section 35; thence run $S88^{\circ}41'30''W$ along the North line Northeast Quarter (NE 1/4) of said Section 35 for 150.00 feet to an intersection with the West line of the East 150 feet the Northeast Quarter (NE 1/4) of said Section 35; thence run $S01^{\circ}02'25''E$ along said West line for 2,605.57 feet to an intersection with the South line of the North Half (N 1/2) of said Section 35; thence run $S88^{\circ}35'54''W$ along said South line for 5,197.13 feet to the East Quarter corner of said Section 34; thence run $S89^{\circ}18'56''W$ along the North line of the Southeast Quarter (SE 1/4) of said Section 34 for 662.29 feet to the Northeast corner of the West Half (W 1/2) of the East

DESCRIPTION (CONTINUED)

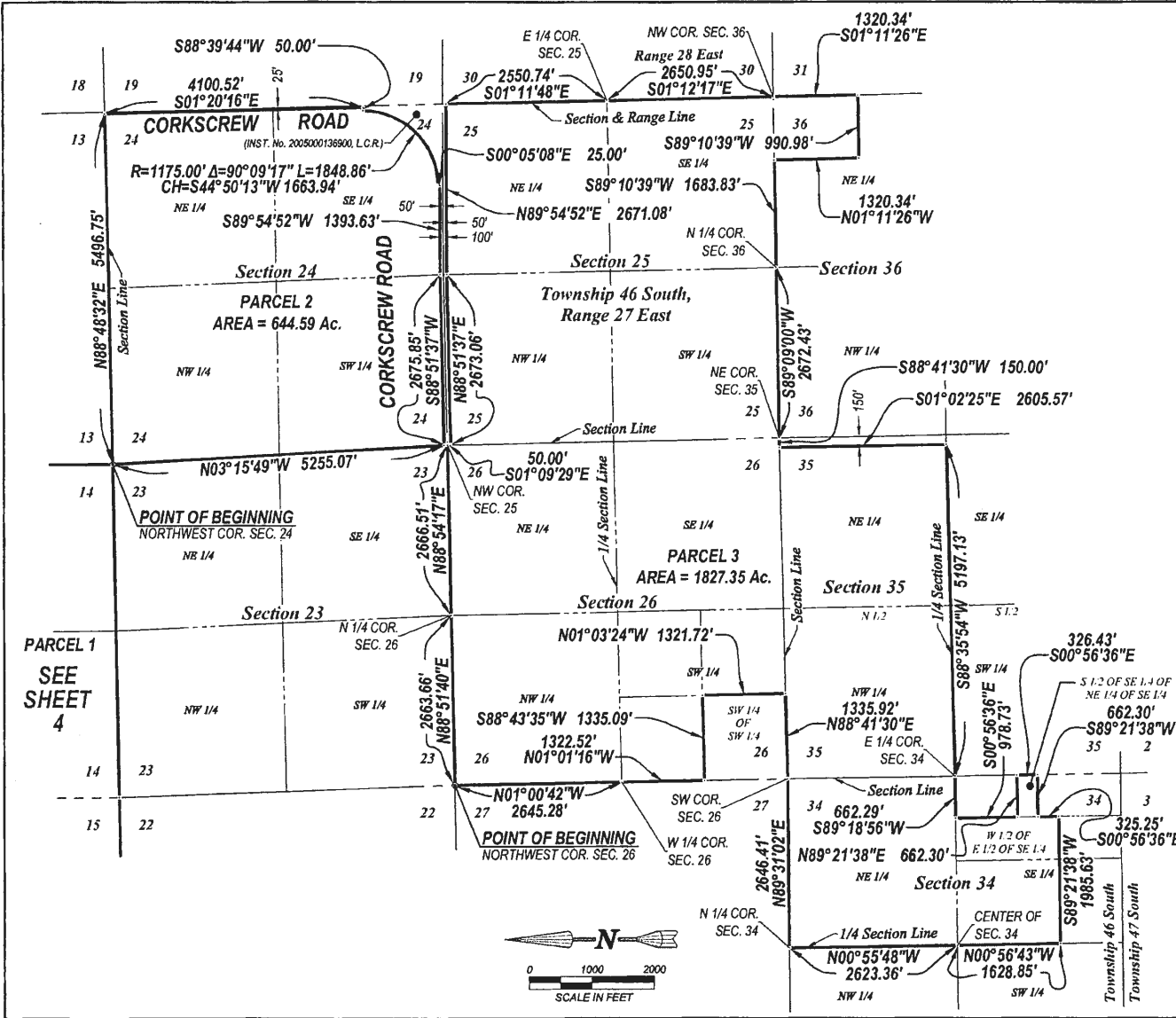
Half (E 1/2) of the Southeast Quarter (SE 1/4) of said Section 34; thence run $S00^{\circ}56'36''E$ along the East line of said Fraction for 978.73 feet to the Northwest corner of the South Half (S 1/2) of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) said Section 34; thence run $N89^{\circ}21'38''E$ along the North line of said Fraction for 662.30 feet to the Northeast corner of said Fraction; thence run $S00^{\circ}56'36''E$ along the East line of said Fraction, also being the East line of the Southeast Quarter (SE 1/4) of said Section 34 for 326.43 feet to the Southeast corner of said Fraction; thence run $S89^{\circ}21'38''W$ along the South line of said Fraction for 662.30 feet to the Southwest corner of said Fraction; thence run $S00^{\circ}56'36''E$ along the East line of said West Half (W 1/2) of the East Half (E 1/2) of the Southeast Quarter (SE 1/4) of Section 34 for 325.25 feet; thence run $S89^{\circ}21'38''W$ for 1,985.63 feet to an intersection with the West line of said Southeast Quarter (SE 1/4) of Section 34; thence run $N00^{\circ}56'43''W$ along said West line for 1,628.85 feet to the Center of said Section 34; thence run $N00^{\circ}55'48''W$ along the West line of the Northeast Quarter (NE 1/4) of said Section 34 for 2,623.36 feet to the North Quarter corner of said Section 34; thence run $N89^{\circ}31'02''E$ along the North line of the Northeast Quarter (NE 1/4) of said Section 34 for 2,646.41 feet to the Southwest corner of said Section 26; thence run $N88^{\circ}41'30''E$ along the South line of the Southwest Quarter (SW 1/4) of said Section 26 for 1,335.92 feet to the Southeast corner of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of said Section 26; thence run $N01^{\circ}03'24''W$ along the East line of said Fraction for 1,321.72 feet to the Northeast corner of said Fraction; thence run $S88^{\circ}43'35''W$ along the North line of said Fraction for 1,335.09 feet to the Northwest corner of said Fraction and intersection with the West line of said Southwest Quarter (SW 1/4) of Section 26; thence run $N01^{\circ}01'16''W$ along said West line for 1,322.52 feet to the West Quarter corner of said Section 26; thence run $N01^{\circ}00'42''W$ W along the West line of the Northwest Quarter (NW 1/4) of said Section 26 for 2,645.28 feet to the POINT OF BEGINNING.

Containing 1,827.35 acres, more or less.

Bearings hereinabove mentioned are based on the North line of said Section 3 to bear $N89^{\circ}02'20''E$.

Scott A. Wheeler (For The Firm)
Professional Surveyor and Mapper
Florida Certificate No. 5949





Barraco
and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING
LAND PLANNING
www.barraco.net
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PHONE (239) 991-5170
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FLORIDA CERTIFICATES OF AUTHORIZATION
ENGINEERING TMS - SURVEYING L15643

CAM7-SUB, LLC
21101 DESIGN PARK LANE, SUITE 103
ESTERO, FL 33928
PHONE (239) 425-8862
FAX (239) 425-8908
www.cam7.com

PROJECT DESCRIPTION
A PARCEL OF LAND IN SECTION 35, TOWNSHIP 45 SOUTH, RANGE 27 EAST AND SECTIONS 23, 31, 10, 11, 14, 15, 24, 25, 26, 34, 35 AND 36, TOWNSHIP 46 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA

PROJECT SURVEYOR

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL HARD OR DIGITAL COPY OF A FLORIDA LICENSED SURVEYOR AND NUMBER.

FILE NAME	1000POLING
LAYOUT	1
LOCATION	JANOROVIC SURVEY FOUNDATION
PILOT DATE	MAR 24 2009 10:24 AM
PILOT BY	PETER D. OLSON
SURVEY DATE	03/17/09
DRAWN BY	P. OLSON
CHECKED BY	BAW
SCALE	1"=200'
FIELD BOOK	
PLAN NUMBER	

STRAP NUMBERS

SKETCH TO ACCOMPANY DESCRIPTION

PROJECT / FILE NO.	SHEET NUMBER
2409 33-43-27	5 OF 5

Handwritten signature

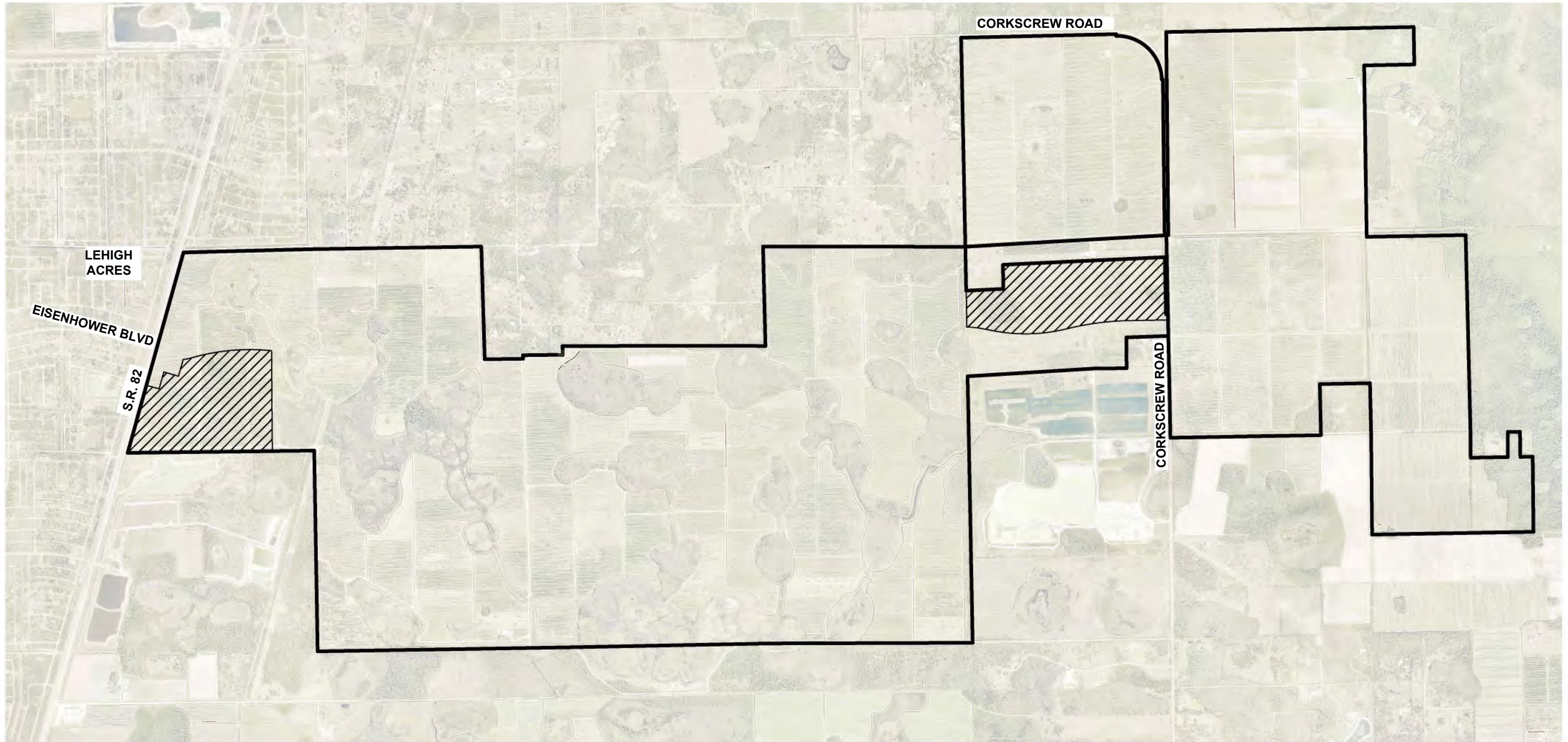


Exhibit 1

MOORE BOWMAN & REESE, P.A.

EMINENT DOMAIN & PROPERTY RIGHTS/LAWYERS

www.mbrfirm.com

William Moore, Esquire
(941) 365-3800
bmoores@mbrfirm.com

September 11, 2020

Commissioner Brian Hamman
Chairman of the Board, Lee County
Board of County Commissioners
Old Lee County Courthouse
2120 Main Street
Fort Myers, FL 33901

VIA UPS DELIVERY

**Re: Corkscrew Grove Limited Partnership, LLC, et al.
Claim Pursuant to Section 70.001, Florida Statutes (2019)**

Chairman Hamman:

This letter establishes claims by Corkscrew Grove Limited Partnership, LLC; Cooperative Three, Inc.; Hunt Brothers, Inc.; DH Ranch, Inc.; Nelson Groves, Inc.; Helene C. Hunt; and EH, SR, Inc., as property owners (collectively as "Claimant") against Lee County for compensation pursuant to Florida's "Bert J. Harris, Jr., Private Property Rights Protection Act," codified as Section 70.001, Florida Statutes (2019). The Claimant exists in the singular by virtue of an agreement executed on October 4, 2019, memorializing the cooperative relationship and obligations of the property owners with regard to the rezoning of the property and any litigation related thereto.

Lee County has inordinately burdened an existing use of real property or a vested right to a specific use of real property by its action in restricting or limiting the use of said real property such that the Claimant is permanently unable to obtain its reasonable, investment-backed expectation for said property as defined below.

The real property owned by Claimant, and at issue herein ("subject property"), is located within Section 35, Township 45 South, Range 27 East, and Sections 2, 3, 10, 11, 14 and 15, Township 46 South, Range 27 East, all within Southeast Lee County Planning Community in Lee County, Florida. The property consists of 4,202.3 acres, more or less, and is presently zoned "AG-1" and "AG-2."

The specific action of Lee County giving rise to this claim for compensation is the Resolution of the Lee County Board of County Commissioners, Resolution Number, Z-18-008, enacted on November 6, 2019, and rendered (upon filing with the Clerk of Court) on November 8, 2019. That Resolution denied a request by Claimant to re-zone the 4,202.3-acre parcel, described above, from AG-1 and AG-2 to the zoning category of Industrial Planned Development ("IPD"), and approve a General Mining Permit for the property. Resolution Z-18-008 is attached hereto as Exhibit "A."

SARASOTA OFFICE

551 N. Cattlemen Rd., Suite 100
Sarasota, Florida 34232
941.365.3800
800.380.3337
Fax: 941.952.1414

ST. PETERSBURG OFFICE

735 Arlington Ave. N., Suite 105
St. Petersburg, Florida 33701
727.579.9000
800.380.3337
Fax: 877.203.5748

TAMPA OFFICE

4100 W. Kennedy Blvd., Suite 221
Tampa, Florida 33608
813.318.9000
800.380.3337
Fax: 877.203.5748

Exhibit 1

Chairman Brian Hamman
September 11, 2020
Page 2

The Resolution denying the Claimant's application for re-zoning to permit a mining use on its property was contrary to Lee County Staff's recommendation, which was for approval with conditions. In spite of the approval recommendation from Staff, the Commission chose to follow the Lee County Hearing Examiner's recommendation of denial.

The inordinate burden placed by Lee County on Claimant's property not only restricts or limits the landowner's use of its property, but actually eliminates an otherwise reasonably foreseeable, non-speculative land use; that was a permitted use when the application was filed—i.e. mining. As detailed in the attached appraisal report, a mining use on the Claimant's subject property would increase the fair market value of that property to an amount well in excess of its existing fair market value.

Specifically, Lee County's denial of Claimant's application has resulted in a current loss in fair market value of the subject property of sixty-three million dollars (\$63,000,000.00). These damages are set out in the *bona fide*, valid appraisal supporting and demonstrating the claim, attached hereto and incorporated herein as Exhibit "B."

Pursuant to the provisions of Section 70.001, Florida Statutes (2019), please govern yourself, and Lee County, accordingly.

Sincerely,



S. William Moore
Jackson H. Bowman

SWM/kpt

Attachments

cc: Richard Wm. Wesch, Esquire
Mr. Mitch Hutchcraft

**AGREEMENT PURSUANT TO STIPULATION OF SETTLEMENT
UNDER SECTION 70.001, FLORIDA STATUTES**

THIS AGREEMENT PURSUANT TO STIPULATION OF SETTLEMENT UNDER SECTION 70.001, FLORIDA STATUTES (hereinafter, "Agreement") is entered into this ____ day of _____ 2022, by and between:

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

CORKSCREW GROVE LIMITED PARTNERSHIP, a Delaware limited partnership (hereinafter, "CGLP" or "Developer"), whose address for purposes of this Agreement is 3602 Colonial Court, Fort Myers, FL 33913.

WHEREAS, CGLP and CGLP's represented parties owns approximately 6,674.56 +/- acres of land located in Lee County, said property being legally described in **Exhibit "A"** attached hereto (hereinafter, "the Property"); and

WHEREAS, after CGLP acquired the Property they continued to process a pending application with the County for a rezoning to the Industrial Planned Development (IPD) district in order to mine a portion of the Property for limerock extraction purposes; and

WHEREAS, the County denied the IPD rezoning request on November 6, 2019; and

WHEREAS, CGLP filed a claim with the County and a Complaint in Circuit Court against the County (Case No. 19-CA-008183, 20th Judicial Circuit) under the Bert J. Harris Private Property Rights Protection Act ("the Act"), Section 70.001, Fla. Stat., alleging that the denial of the IPD rezoning and other regulatory restrictions adopted by the County have placed an inordinate burden on the use of the Property, entitling CGLP to compensation under the Act; and

WHEREAS, the Act allows the parties to a dispute under the Act to enter into agreements in order to settle claims filed thereunder, and expressly provides that such agreements may modify or contravene applicable ordinances, rules, regulations, and statutes, subject to the requirements of Section 70.001(4)(d), Florida Statutes; and

WHEREAS, Lee County has adopted Land Development Code (LDC) Section 2-450 to implement Section 70.001(4)(d), Florida Statutes, and expressly allows the Board of County Commissioners to waive any or all procedural requirements contained in otherwise applicable codes and ordinances, and to directly exercise all authority otherwise delegated to the Lee County Hearing Examiner, the County Manager, or any other division or agency of the County; and

WHEREAS, the County and CGLP have identified and agreed upon such alternate uses for the Property, and the parties desire to enter into this Agreement in order to implement their understanding; and

WHEREAS, the County owns Property that is adjacent to the proposed Project as shown on the attached **Exhibit "B"** (hereinafter "County Property"); and

WHEREAS, as an aid to resolution of the dispute between the Litigation Parties, CAM7-SUB, LLC ("CAM") and the County agree, after closing of the purchase of the Property between CGLP and CAM, to swap similar property located within the Project boundaries for the County Property; and

WHEREAS, CGLP, in consideration of the covenants and conditions contained herein, has also agreed to convey to the County CGLP's rights and interests in excavation and mining on the Property to preclude any future mining permit requests on the Property; and

WHEREAS, the County and CGLP have entered into that certain Stipulation of Settlement dated _____, agreeing to resolve all claims associated with CGLP's litigation and Bert Harris claim ; and

WHEREAS, this Agreement was reviewed in a public hearing before the Lee County Hearing Examiner on _____, 2022, and in two public hearings before the Board of County Commissioners of Lee County on _____, 2022, and _____, 2022, at which time public comment was taken and duly considered; and

WHEREAS, the Stipulation of Settlement will be reviewed by the Circuit Court pursuant to Section 70.001(4)(d)2., Florida Statutes, at which time a hearing will be held before the Circuit Court for the presentation of public comment on the Stipulation of Settlement and this Agreement;

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

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

2. Property Subject to this Agreement. The Property described on the attached **Exhibit "A"** is subject to this Agreement. The terms "Property", "Project" Development, and Proposed Development are used interchangeably in this Agreement. The Proposed Development boundaries may be modified in accordance with subsection 11(B) below.

3. Ownership. CGLP represents that it is the fee owner or designated agent of the Property or otherwise authorized to lawfully enter into this Agreement.

4. Proposed Development of the Property. The County agrees that CGLP or its successors and assigns, will have the right to develop the Property as set forth in this Agreement. The Proposed Development of the Property will comply with the following:

A. Development will be generally consistent with the Master Concept Plan ("MCP") attached as **Exhibit "C"**, and will comply with the Schedule of Uses attached as **Exhibit "D"**, the Conditions shown on attached **Exhibit "E"**, the Property Development Regulations shown on attached **Exhibit "F"**, the Restoration Phasing Plan shown on **Exhibit "G"**,

B. Upon the Effective Date of this Agreement, the Property will be designated and treated as a Mixed-use Planned Development ("MPD") as shown on the MCP. Upon compliance with the terms of this Agreement and the requirements of the LDC, local development orders and other development permits for development of the Property will be issued by the County as provided under the LDC and other applicable regulations except where superseded by the terms of this agreement and the documents attached hereto and made a part hereof.

5. Consistency with Lee County Comprehensive Plan. The parties acknowledge that certain aspects of the development approved pursuant to this Agreement would require a plan amendment to the County's Comprehensive Plan ("Plan") adopted pursuant to Chapter 163, Florida Statutes. Accordingly, approval of the development without a plan amendment will contravene the application of Sections 163.3184 and 163.3194(1)(a), Florida Statutes (the "Contravened Statutes"). Pursuant to Section 70.001(4)(d)2., Florida Statutes, the parties will file an action in circuit court to ensure that the

relief granted by this Agreement protects the public interest served by the Contravened Statutes and is the appropriate relief necessary to prevent the County's regulations from inordinately burdening the Property.

6. Public Facilities. Potable water, sanitary sewer, solid waste service, surface water management and fire/EMS services necessary to serve the Proposed Development are either adequate and existing or will be adequate or mitigated for at the time of development order for the Proposed Development or any portion thereof, subject to the following:

A. Transportation and fire/EMS services will be mitigated by Developer as provided in paragraphs 8.A and 8.C. below.

B. Potable water service is presently adequate at the existing plants or will be available for the Proposed Development. Based on the proposed Project and agreed upon analysis, the required offsite potable water system infrastructure, upgrades, or improvements will be funded by the Developer. The anticipated infrastructure improvements needed to serve the Project consists of the utility extensions identified and depicted in Exhibit "P" which shall include a water tank and booster pump(s). Ensuring the adequacy of the existing and proposed improvements to serve the Project will be the responsibility of the Developer.

The Developer will pay 50% of the standard hook-up and connection fees charged by the County at the time of phased construction plan submittal and the balance at the time the potable water infrastructure has been turned over to the County as a Developer Contributed asset and put into service per each phase of individual development orders. The Developer or assign will pay standard meter fees charged by the County at the time the water meters are requested.

Any extension or upsizing of the potable water main, water tank and/or pump desired by the County to meet future County offsite demands will be designed, permitted, and constructed by Developer in accordance with the following:

(i) The Developer will notify the County in writing or by email at least sixty (60) days in advance of commencing engineering design work for the potable water mains, water tank and/or pump improvements for the Project.

(ii) Within thirty (30) days of receipt of Developer's written or electronic email notice, the County may request, by writing or email, the Developer to upsize the potable water mains, water tank and/or pump improvements to a capacity or size identified by the County.

(iii) The County agrees to reimburse Developer for all incremental costs of design, permitting, financing, bond issuance, overhead, and construction of the potable water mains, water tank and/or pump improvements and infrastructure attributable to the requested upsizing. Such reimbursement to be due within sixty (60) days from County inspection and final acceptance of the transmission line and infrastructure.

C. To facilitate the construction of necessary infrastructure the Parties agree as follows:

1. Sanitary sewer service is not currently available for the Proposed Development.
2. The Developer will be responsible for needed sanitary sewer offsite utility infrastructure improvements to serve the Development, per attached Exhibit K.
3. The County is designing and planning to construct a minimum 10 MGD wastewater facility on Alico Road ("SEWRF"), which once completed will provide sufficient capacity for the Proposed Development.

4. By June 1, 2029, the County is obligated to design, permit, and complete construction of Phase 1 of SEWRF to accept offsite wastewater from the Proposed Development.
5. Phase 1 must be designed and built to provide adequate capacity to serve a minimum of 5,000 residential units and 200,000 square feet of commercial development for the Proposed Development.
6. The County shall provide CGLP or its assigns with written notice no later than August 31, 2025, if the SEWRF construction design plans have not been submitted to the Florida Department of Environmental Protection (FDEP) for review, and written notice shall be provided to CGLP or its assigns on June 15, 2026, if a permit for construction of the SEWRF hasn't been obtained from the FDEP.
7. The sanitary sewer improvements and corresponding minimum capacities set forth herein to accommodate the Proposed Development are in addition to any needed capacity for existing or other proposed developments that the County intends to serve with SEWRF.
8. The Developer shall pay 50% of the Proposed Development's sewer LCU connection fees equal to \$13,300,000.00, based on 10,000 units at a cost of \$2,660.00 per each unit and 50% of the approximate required connection fees for commercial development at the later of (i) the first development order for vertical construction, (ii) August 31, 2025, or (iii) the submittal date of the design plans (together hereinafter referred to as "Connection Fees.") The remaining 50% balance of the Project sewer LCU fee shall be paid at the time the infrastructure is put into service per each phase of development, consistent with current County policies.
9. If less than 10,000 residential units and 700,000 square feet of commercial space are designed within the Proposed Development then any over payment of the initial 50% pre-payment of Connection Fees shall be credited toward the required remaining balance of 50% of the required Connection Fees.
10. Once the initial 50% of the Connection Fees have been paid, the County hereby guarantees the necessary sanitary sewer capacity to serve the 10,000 residential units and accompanying commercial developments within the Project utilizing the capacities of SEWRF and Three Oaks WWTP as needed.
11. The Parties hereby agree and acknowledge that construction of Phase 1 of SEWRF will only be required to accommodate 5,000 units and 200,000 square feet of commercial development for the Proposed Development (in addition to other existing and proposed developments). Once the Connection Fees have been paid, the capacity for the remaining 5,000 units and remaining commercial square footage will be provided for through the construction of future phase(s) of the SEWRF. The future phases of the SEWRF necessary to provide capacity for the remaining portions of the Proposed Development, not accommodated within Phase 1, must be constructed and operational no later than December 31, 2033.
12. Once the SEWRF is completed, the Proposed Development will connect to it through infrastructure installed by the Developer at the Developer's expense and through infrastructure installed third parties or the County.

13. In the event construction of the Proposed Development is delayed or the real estate market reduces overall demand, CGLP and the County may agree in writing to extend the deadlines for construction of the SEWRF identified above.
14. In the event the County is unable to construct the initial or subsequent phases of the SEWRF in accordance with the terms provided herein, the Developer may construct temporary sanitary sewer facilities needed to serve the Proposed Development. Once the temporary facilities are constructed, the County agrees to operate and maintain those temporary facilities at the County's cost until such time as the relative phase(s) of the SEWRF is completed.
15. In the event the County is prevented, hindered or delayed directly or indirectly by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or any other similar cause beyond the reasonable control of the County (each a "Force Majeure Event"), and such non-performance, hindrance or delay could not have been prevented by reasonable precautions, then the County shall be excused for such non-performance, hindrance or delay, as applicable, of completion of the SEWRF affected by the Force Majeure Event for as long as the Force Majeure Event continues and, except as otherwise provided in this Section, the County continues to use its reasonable efforts to recommence performance whenever and to whatever extent possible without delay to include securing the necessary permitting from State and Federal agencies.
16. Until such time as Phase 1 of SEWRF is completed, the County shall allow a sewer consumptive use rate of 200GPD to determine the sewer capacity available in the existing Pinewoods Master Pump Station and pipes that feed it with the additional calculated capacity to be used by the Proposed Development.
17. The County shall allow a sewer consumptive use rate of 200GPD compared to a design rate of 250GPD to determine the sewer capacity available in the SEWRF and pipes that feed it with the additional calculated capacity to be used by the Proposed Development until the Proposed Development's 10,000 residential units and commercial square footage are accommodated.
18. Based on the Proposed Development and agreed upon analysis, the required offsite wastewater system infrastructure, upgrades, or improvements funded by the Developer are anticipated to consist of the utility extensions identified and depicted in **Exhibit "K"**. Ensuring the adequacy of the existing and proposed improvements to serve the Proposed Development other than those set forth herein, will be the responsibility of the Developer. Any improvements not contemplated within Exhibit "K" that are needed to serve the development will be the responsibility of the Developer except that the County and Developer recognize that Exhibit "K" contemplates the sewer installation in front of the FFD property has been constructed and the sewer installed on Alico Road from Corkscrew Road to the SEWRF has been installed by the County as part of the SEWRF construction.
19. In the event a force main is not installed from the FFD development along Corkscrew Road to Alico Road or the force main on Alico Road from Corkscrew Road to the SEWRF, as assumed within Exhibit "K", then the Developer will be responsible for constructing the necessary improvements. If the Developer constructs the sewer force main on Corkscrew Road from the FFD development to Alico Road, Alico Road from Corkscrew Road to the

SEWRF, or other offsite infrastructure not contemplated in Exhibit "K" and needed to serve the Proposed Development, then the County will reimburse the Developer for the full cost of the sewer installed from Corkscrew Road to the SEWRF along with a proportionate share of the design, permitting, construction including infrastructure, maintenance of traffic, landscape restoration and a proportionate share of the financing cost for those improvements. The County and the Developer will enter into a Rebateable Agreement to reimburse the Developer for the other additional infrastructure improvements.

20. To expedite the Proposed Development, and at the Developer's discretion, a temporary connection to the existing Verdana Village Pod 2 master pump station and/or construction of a package WWTP built on the Project may be constructed until such time as the County SEWRF is in operation. The construction of the discretionary improvements for the Project may be completed in phases.

21. Any sewer extension or upsizing of the sanitary sewer infrastructure or facilities requested by the County to meet future county offsite demands, and agreed to be performed by the Developer, will be designed, permitted, and constructed by Developer in accordance with the following:

(i) The Developer will notify the County in writing or electronically by email at least sixty (60) days in advance of commencing engineering design work for the sanitary sewer infrastructure and facility improvements.

(ii) Within thirty (30) days of receipt of Developer's notice, the County may request in writing the Developer to upsize the Proposed Development's sanitary sewer infrastructure and facilities in writing or electronically by email to a size and capacity identified by the County.

(iii) The County agrees to reimburse Developer for all incremental costs of design, permitting, financing, bond issuance, overhead, and construction of the sanitary sewer infrastructure and facility improvements attributable to the requested upsizing. Such reimbursement to be due to the Developer within sixty (60) days after inspection and acceptance of the requested upsizing improvements by the County which will not be unreasonably withheld or delayed.

D. Solid waste service will be provided by a franchised hauler.

E. Subject to the requirements of paragraph 8.B. below, surface water management will be provided in accordance with permits to be issued by the South Florida Water Management District.

7. Development Permits Needed for Proposed Development. CGLP, or its successor in ownership, must obtain all State and Federal permits necessary to allow development in accordance with this Agreement, subject to paragraph 19 below. CGLP must submit and obtain all development orders and development permits from Lee County necessary, and Lee County must review and approve those submittals to allow development subject to, consistent with, and in accordance with this Agreement.

8. Development Limitations, Commitments and Obligations. For and in consideration of the benefits received pursuant to this Agreement, CGLP agrees to the following limitations,

commitments and obligations in order to mitigate the impacts of the Proposed Development:

- A. Developer will construct an internal public spine road from Corkscrew Road to State Route 82 and provide for a Project Proportionate Share payment of \$2,000.00 per residential unit which payment shall be due at issuance of each residential building permit. In addition:
- (i) The cost of construction of the spine road, including but not limited to, road landscaping, signage, and lighting, will be borne by the Developer;
 - (ii) The spine road will be constructed in phases to County specifications for a collector road;
 - (iii) Impact fee credits will be issued for Corkscrew Road right of way dedicated to the County adjacent to the Project;
 - (iv) The Project will pay impact fees at the rate in effect at the time of issuance of building permits;
 - (v) Once built to County standards the spine road will be dedicated to the County and the County will take over the future maintenance of the Spine Road which transfer, and maintenance responsibility will be assumed by the County upon acceptance of the dedication to the county for ownership and maintenance on the record plat. Any landscaping, lighting, and signage that is above County "core-level" shall be maintained by the Project homeowner association, community development district, or independent special district.
- B. Environmental Enhancements. Environmental enhancements to the Property will occur in accordance with the Conditions of Development attached as **Exhibit "E"** and the Restoration Phasing plan attached hereto as **Exhibit "G"**.
- C. The building permit applicant will pay Fire and EMS Impact Fees in accordance with the Fire/EMS Impact Fee Ordinances.

9. Applicable Land Use Regulations. The Proposed Development within the Property shall be subject to the County's land development regulations governing development as of the Effective Date of this Agreement for the duration of this Agreement except as superseded by this agreement and the attached Exhibits. Unless otherwise requested and agreed to by CGLP or assigns, the County may not apply subsequently adopted Land Use regulations and policies to the Proposed Development. Any County initiated Lee Plan Amendments that apply to the Property must be consistent with this Agreement and the attached Exhibits for the duration of this Agreement.

10. Duration of Agreement. This Agreement shall remain in full force and effect until buildout of the Proposed Development, unless terminated earlier as provided in Paragraph 11 of this Agreement. For purposes of this Agreement, buildout shall occur upon the earlier of (a) issuance of certificates of occupancy for all development authorized herein, or (b) recording in the Public Records of Lee County of a declaration by CGLP or its assigns, that it has completed development under this Agreement and transmittal of same to the County. Notwithstanding anything in the LDC to the contrary, the MCP, Schedule of Uses, Conditions of Development, Property Development Regulations, Restoration Phasing Plan, and Development Authorization Form attached hereto as Exhibits "C," "D," "E," "F," "G" and "H" respectively, will remain valid for the duration of this Agreement.

11. Amendment and Termination. This Agreement will terminate only upon mutual consent of the parties, in writing, executed with the same formalities as this Agreement or upon recording of a Notice of Termination by either Party pursuant to paragraph 21 below.

A. Amendments to the density or intensity of the Proposed Development can only be approved through mutual agreement of the parties. All other changes may be reviewed and approved administratively through the same processes and criteria identified for planned developments in LDC Chapters 10 and 34. If the proposed amendment does not meet the criteria for administrative approval, the amendment must be approved through the public hearing process under the same processes and criteria identified for planned developments in LDC Chapters 10 and 34 in accordance with the procedures in place at the time of application.

B. Amendments to the Proposed Development boundaries and associated Master Concept Plan may be approved through issuance of an Administrative Amendment subject to the following:

- i. The property is adjacent to the Proposed Development boundaries and under common ownership of the Developer;
- ii. The reduction of the Property boundaries will not reduce the overall required open space or conservation areas. Reductions of the Property boundaries that include a corresponding addition of property to replace the open space or conservation areas being removed by the reduction may be approved;
- iii. Property that is removed from the Proposed Development boundaries is subject to the development parameters, including density and intensity permitted under the Lee Plan and Land Development Code as it existed without the Development Agreement and Stipulation of Settlement.
- iv. The addition of property to the Proposed Development boundaries will be subject to the same development limitations as though the property was included in this Development Agreement.

12. Relinquishment of Claims by CGLP. Upon entry of an Order of Dismissal by the Circuit Court in that certain case styled *CGLP Land Co., Inc. v. Lee County, 20th Judicial Circuit Case No. 19-CA-008183*.

A. CGLP agrees to relinquish to the County all of CGLP's rights and interests in mining on the Property through a restrictive covenant on the Property that will ensure that future owners and successors have no rights or interests in mining the Property for limerock or other sedimentary minerals. Provided, however, that nothing contained herein shall preclude excavation in connection with the Proposed Development of the Property including, but not necessarily limited to, excavation for water retention, fill, utilities, infrastructure, structures, and other related purposes. The foregoing restrictive covenant will not prohibit exploration or production of oil or natural gas on or under the Property, will not create oil, gas or mineral rights in the County, and shall not be deemed to prohibit the sale and removal of excess fill material created by the approved development of the Property in accordance with LDC Chapter 10. The restrictive covenant shall be recorded in the Public Records of Lee County.

B. CGLP agrees to waive, relinquish, and release forever its claim for damages for an "as applied" taking and pursuant to that certain claim letter filed with the County by CGLP dated _____, pursuant to the Act, for actions arising out of the County's denial of its IPD zoning request on _____; provided, however, that nothing contained herein shall constitute a waiver or relinquishment of any claim for damages or any other relief whatsoever arising against the County from or out of this Agreement, or for any subsequent property rights violation arising after the date of this Agreement that is not directly related to the County's denial of said IPD zoning request.

13. Credit Against Proportionate Share Payment. For and in consideration of CGLP's conveyance to the County of all of CGLP's rights and interests in the mining of limerock and other sedimentary minerals on the Property as provided in Paragraph 12 above, CGLP will receive proportionate share credits from the County in the amount of \$2,400,000.00 that may be used by CGLP,

or its assigns, towards the proportionate share payments charged by the County under paragraph 8 of this Agreement. CGLP may transfer or assign all or part of this credit to a third party only for use in conjunction with development of the Property. No building permits for development utilizing this credit will be issued by the County unless the permit applicant provides to the County a notarized form executed by CGLP or its assigns identifying the number of dwelling units or square footage of non-residential development authorized by CGLP or its assigns to be built. The Development Authorization form will be in substantially the same format as the form attached hereto as **Exhibit "J."** The County will not issue building permits for any development that exceeds the amount of development authorized by CGLP or its assigns.

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

If to CGLP: Corkscrew Grove Limited Partnership
3602 Colonial Court
Fort Myers, FL 33913
Attn: Mitch Hutchcraft

With a copy to: Moore Bowman & Reese, P.A.
551 N. Cattlemen Road,
Suite 100
Sarasota, Florida 34232
Attn: S. William Moore, Esquire

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

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

15. Remedies. Any material breach of this Agreement may be enforced by either Party as against the other by appropriate action in law or equity filed in a court of competent jurisdiction, including but not limited to an action for specific performance; provided, however, no such action may be brought until the defaulting Party has been given notice and ninety (90) days in which to cure the default to the satisfaction of the non-defaulting party. Notwithstanding the foregoing, violations of the Master Concept Plan, Schedule of Uses, Conditions of Development and Deviations, Property Development Regulations, and Restoration Phasing, attached hereto as Exhibits B, C, D, E, and F, respectively, may also be enforced by the County through appropriate code enforcement actions.

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

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

term, or provision held to be invalid.

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

19. Conflict of Laws. If state or federal laws are enacted subsequent to the execution of this Agreement which are applicable to and preclude either Party's compliance with the terms of this Agreement, this Agreement shall be modified as necessary to comply with the relevant state or federal laws, in a manner that most closely reflects the intent of this Agreement.

20. Covenants Running with the Land; Assignment of Obligations by CGLP. The obligations imposed and entitlements created pursuant to this Agreement shall run with and bind the Property as covenants running with the land, and this Agreement shall be binding upon and enforceable by and against the Parties hereto, their personal representatives, heirs, successors, grantees, and assigns after notice to the County. All or any of the obligations of CGLP may be assigned to one or more successor developers, property owners associations or to one or more community development districts established under Chapter 190, Fla. Stat., and CGLP shall thereafter be relieved of all obligations so assigned.

21. Effective Date. This Agreement will become effective (the "Effective Date") upon full execution by both Parties and recording of the Agreement in the Public Records of Lee County pursuant to paragraph 22 below; provided, however, that none of the rights or obligations contained herein will become effective as to either Party until issuance of the Order of Dismissal by the Circuit Court pursuant to paragraph 12 above. In the event an Order of Dismissal is not entered within eighteen (18) months of the Effective Date of this Agreement, then either Party may terminate this Agreement by recording a Notice of Termination in the Public Records of Lee County, whereupon this Agreement will be considered null and void.

22. Recording of Agreement. This Agreement will be recorded by the County at the County's expense in the Public Records of Lee County within fourteen (14) days of approval by the Lee County Board of County Commissioners. In the event this Agreement is terminated as provided herein, the Parties will execute and CGLP will record a Notice of Termination in the Public Records of Lee County within twenty (20) days of such termination.

23. Findings Under Section 70.001(4)(d)1., Florida Statutes. Pursuant to Section 70.001(4)(d)1., Florida Statutes, the County finds that, to the extent that this Agreement has the effect of a modification, variance, or a special exception to the application of a rule, regulation, or ordinance as it would otherwise apply to the Property, the relief granted herein and the obligations and mitigation to be provided by CGLP pursuant to this Agreement, adequately protect the public interest served by the rules, regulations or ordinances at issue and is the appropriate relief necessary to prevent the County's regulatory efforts from inordinately burdening the Property.

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

WITNESSES:

**CORKSCREW GROVE LIMITED
PARTNERSHIP, a Delaware limited
partnership**

Print Name: _____

Print Name _____

By: _____

Name:

Title:

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me by means of [] physical presence or [] online
notarization this ____ day of _____, 20____, by _____, as
_____ of Corkscrew Grove Limited Partnership, a Delaware limited partnership, who is
[] personally known to me or [] who produced _____ as identification.

Notary Public Signature

My Commission Expires:

Type/Print Notary Public Name

Commission No.: _____

ATTEST:
LINDA DOGGETT, CLERK

**BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA**

By: _____
Deputy Clerk

By: _____
_____, Chair

Date: _____

Print Name

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

County Attorney's Office

Exhibits:

- A. Legal Description of the Property
- B. County Land Swap Property Exhibit
- C. Master Concept Plan
- D. Schedule of Uses
- E. Conditions of Development and Deviations
- F. Property Development Regulations
- G. Restoration Phasing Plan
- H. Development Authorization Form
- I. Protective Species Survey
- J. Human/Wildlife Coexistence Plan and Protective Species Management Plan
- K. Offsite Sewer Analysis
- L. Indigenous Preservation, Restoration, and Management Plan
- M. Existing Agricultural Areas
- N. Enhanced Lake Management Plan
- O. Hydrological Restoration Plan
- P. Offsite Potable Water Analysis

DESCRIPTION

Parcel in
Section 35, Township 45 South, Range 27 East
and Sections 2, 3, 10, 11, 14, 15, 24, 25, 26, 34, 35 and 36,
Township 46 South, Range 27 East,
Lee County, Florida

A tract or parcel of land lying in Section 35, Township 45 South, Range 27 East and Sections 2, 3, 10, 11, 14, 15, 24, 25, 26, 34, 35 and 36, Township 46 South, Range 27 East, Lee County, Florida, said tract or parcel of land being more particularly described as follows:

PARCEL 1:

Beginning at the Southwest corner of said Section 35 run $N00^{\circ}42'20''W$ along the West line of said Section 35 for 4,913.47 feet to an intersection with the Southwesterly right of way line of State Road 82 (F.D.O.T. right of way Section No. 1207-101) (200 feet wide right of way); thence run $S74^{\circ}24'28''E$ along said Southwesterly right of way line for 5,474.38 feet to an intersection with the East line of said Section 35; thence run $S01^{\circ}27'49''E$ for 3,347.79 feet to the Northeast corner of said Section 2; thence run $S00^{\circ}37'24''E$ along the East line of said Section 2 for 4,496.97 feet; thence run $S88^{\circ}14'39''W$ for 2,954.70 feet; thence run $S00^{\circ}38'17''E$ for 1,000.18 feet; thence run $N89^{\circ}34'20''E$ for 89.85 feet; thence run $S00^{\circ}42'50''E$ for 1,075.98 feet to an intersection with the North line of the West Half (W 1/2) of said Section 11; thence run $N88^{\circ}06'17''E$ along said North line for 218.81 feet to the Northeast corner of said Fraction; thence run $S00^{\circ}11'24''E$ along the East line of said Fraction for 5,325.44 feet to Southeast corner of said Fraction; thence run $N88^{\circ}33'37''E$ along the North line of said Section 14 for 2,623.23 feet to the Northeast corner of said Section 14; thence run $S00^{\circ}02'19''W$ along the East line of said Section 14 for 5,330.76 feet to the Southeast corner of said Section 14; thence run $S88^{\circ}57'32''W$ along the South line of said Section 14 for 5,217.75 feet to the Southeast corner of said Section 15; thence run $S88^{\circ}56'48''W$ along the South line of said Section 15 for 5,216.63 feet to the Southwest corner of said Section 15; thence run $N00^{\circ}12'22''W$ along the West line of said Section 15 for 5,552.99 feet to the Southwest corner of said Section 10; thence run $N01^{\circ}06'50''W$ along the West line of said Section 10 for 5,068.95 feet to the Southwest corner of said Section 3; thence run $N00^{\circ}58'11''W$ along the West line of said Section 3 for 6,632.47 feet to the Northwest corner of said Section 3; thence run $N89^{\circ}02'20''E$ along the North line of said Section 3 for 5,301.06 feet to the POINT OF BEGINNING.
Containing 4,202.62 acres, more or less.

PARCEL 2:

Beginning at the Northwest corner of said Section 24 run $N88^{\circ}48'32''E$ along the North line of said Section 24 for 5,496.75 feet to an intersection with the West line right of way line of Corkscrew Road, also being the West line of the East 25 feet of said

DESCRIPTION (CONTINUED)

Section 24; thence run $S01^{\circ}20'16''E$ along said West line for 4,100.52 feet to an intersection with the Northerly right of way line of Corkscrew Road, as described in a deed recorded in Instrument No. 2005000136900, Lee County Records; thence run along said Northerly right of way line the following three (3) courses: $S88^{\circ}39'44''W$ for 50.00 feet to a point on a non-tangent curve; Southwesterly along an arc of a curve to the right of radius 1,175.00 feet (delta $90^{\circ}09'17''$) (chord bearing $S44^{\circ}50'13''W$) (chord 1,663.94 feet) for 1,848.86 feet and $S00^{\circ}05'08''E$ along a radial line for 25.00 feet to an intersection with the North right of way line of said Corkscrew Road, also being North line of the South 50 feet of said Section 24; thence run along said North right of way line the following two (2) courses: $S89^{\circ}54'52''W$ for 1,393.63 feet and $S88^{\circ}51'37''W$ for 2,675.85 feet to an intersection with the West line of said Section 24; thence run $N03^{\circ}15'49''W$ along said West line for 5,255.07 feet to the POINT OF BEGINNING.

Containing 644.59 acres, more or less.

PARCEL 3:

Beginning at the Northwest corner of said Section 26 run $N88^{\circ}51'40''E$ along the North line of the Northwest Quarter (NW 1/4) of said Section 26 for 2,663.66 feet to the North Quarter corner of said Section 26; thence run $N88^{\circ}54'17''E$ along the North line of the Northeast Quarter (NE 1/4) of said Section 26 for 2,666.51 feet to the Northwest corner of said Section 25; thence run $S01^{\circ}09'29''E$ along the West line of the Northwest Quarter (NW 1/4) of said Section 25 for 50.00 feet to an intersection with the South right of way line of Corkscrew Road, also being South line of the North 50 feet of said Section 25; thence run along said South right of way line the following two (2) courses: $N88^{\circ}51'37''E$ for 2,673.06 feet and $N89^{\circ}54'52''E$ for 2,671.08 feet to an intersection with the East line of Northeast Quarter (NE 1/4) of said Section 25; thence run $S01^{\circ}11'48''E$ along said East line for 2,550.74 feet to the East Quarter corner of said Section 25; thence run $S01^{\circ}12'17''E$ along the East line of Southeast Quarter (SE 1/4) of said Section 25 for 2,650.95 feet to the Northeast corner of said Section 36; thence run $S01^{\circ}11'26''E$ along the East line of Northeast Quarter (NE 1/4) of said Section 36 for 1,320.34 feet; thence run $S89^{\circ}10'39''W$ parallel with the North line of said Fraction for 990.98 feet; thence run $N01^{\circ}11'26''W$ parallel with the East line of said Fraction for 1,320.34 feet to an intersection with the North line of said Fraction; thence run $S89^{\circ}10'39''W$ along the North line of said Fraction for 1,683.83 feet to the North Quarter corner of said Section 36; thence run $S89^{\circ}09'00''W$ along the North line of the Northwest Quarter (NW 1/4) of said Section 36 for 2,672.43 feet to the Northeast corner of said Section 35; thence run $S88^{\circ}41'30''W$ along the North line Northeast Quarter (NE 1/4) of said Section 35 for 150.00 feet to an intersection with the West line of the East 150 feet the Northeast Quarter (NE 1/4) of said Section 35; thence run $S01^{\circ}02'25''E$ along said West line for 2,605.57 feet to an intersection with the South line of the North Half (N 1/2) of said Section 35; thence run $S88^{\circ}35'54''W$ along said South line for 5,197.13 feet to the East Quarter corner of said Section 34; thence run $S89^{\circ}18'56''W$ along the North line of the Southeast Quarter (SE 1/4) of said Section 34 for 662.29 feet to the Northeast corner of the West Half (W 1/2) of the East

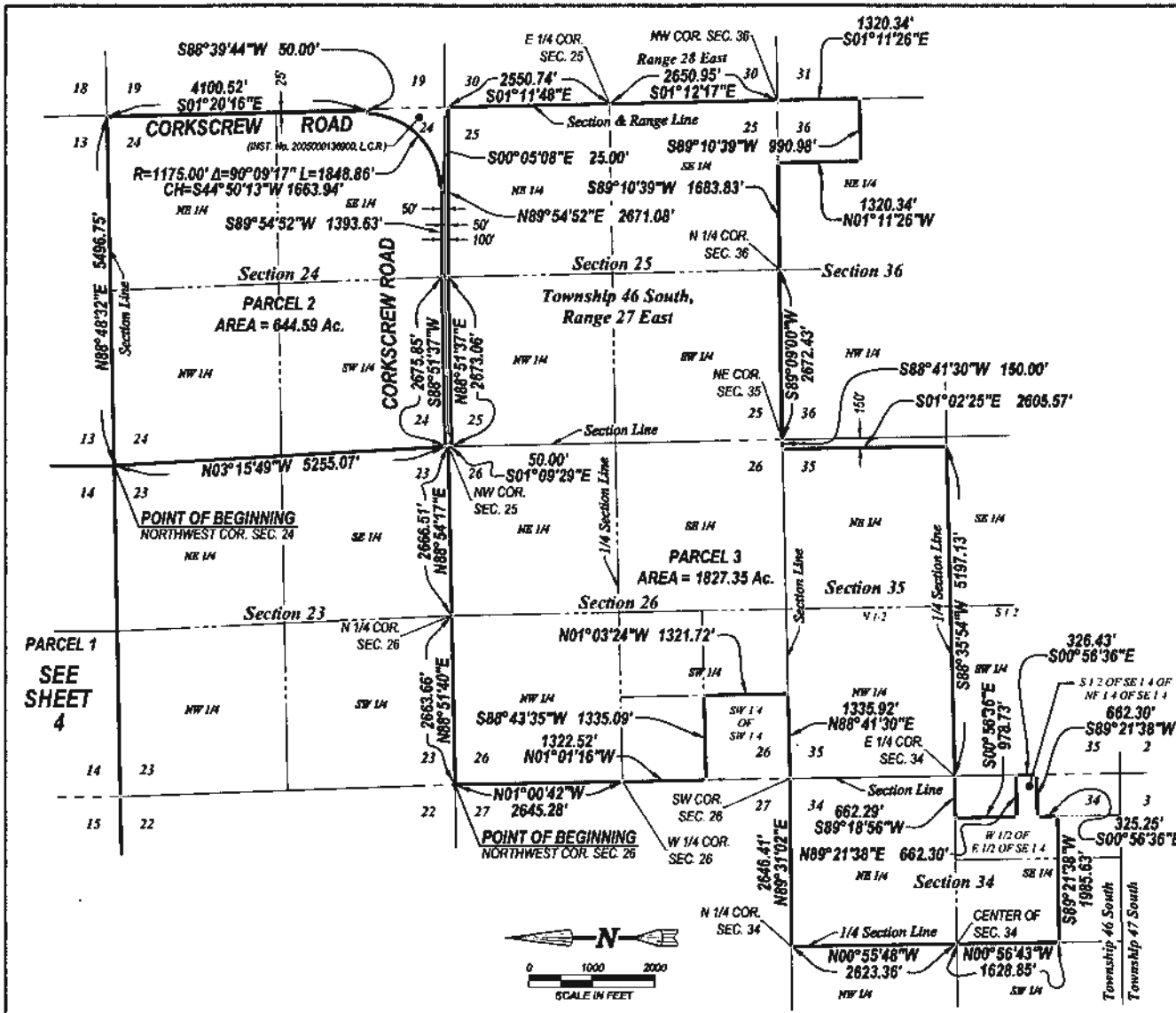
DESCRIPTION (CONTINUED)

Half (E 1/2) of the Southeast Quarter (SE 1/4) of said Section 34; thence run $00^{\circ}56'36''$ E along the East line of said Fraction for 978.73 feet to the Northwest corner of the South Half (S 1/2) of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) said Section 34; thence run $N89^{\circ}21'38''$ E along the North line of said Fraction for 662.30 feet to the Northeast corner of said Fraction; thence run $00^{\circ}56'36''$ E along the East line of said Fraction, also being the East line of the Southeast Quarter (SE 1/4) of said Section 34 for 326.43 feet to the Southeast corner of said Fraction; thence run $S89^{\circ}21'38''$ W along the South line of said Fraction for 662.30 feet to the Southwest corner of said Fraction; thence run $00^{\circ}56'36''$ E along the East line of said West Half (W 1/2) of the East Half (E 1/2) of the Southeast Quarter (SE 1/4) of Section 34 for 325.25 feet; thence run $S89^{\circ}21'38''$ W for 1,985.63 feet to an intersection with the West line of said Southeast Quarter (SE 1/4) of Section 34; thence run $N00^{\circ}56'43''$ W along said West line for 1,628.85 feet to the Center of said Section 34; thence run $N00^{\circ}55'48''$ W along the West line of the Northeast Quarter (NE 1/4) of said Section 34 for 2,623.36 feet to the North Quarter corner of said Section 34; thence run $N89^{\circ}31'02''$ E along the North line of the Northeast Quarter (NE 1/4) of said Section 34 for 2,646.41 feet to the Southwest corner of said Section 26; thence run $N88^{\circ}41'30''$ E along the South line of the Southwest Quarter (SW 1/4) of said Section 26 for 1,335.92 feet to the Southeast corner of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of said Section 26; thence run $N01^{\circ}03'24''$ W along the East line of said Fraction for 1,321.72 feet to the Northeast corner of said Fraction; thence run $S88^{\circ}43'35''$ W along the North line of said Fraction for 1,335.09 feet to the Northwest corner of said Fraction and intersection with the West line of said Southwest Quarter (SW 1/4) of Section 26; thence run $N01^{\circ}01'16''$ W along said West line for 1,322.52 feet to the West Quarter corner of said Section 26; thence run $N01^{\circ}00'42''$ W W along the West line of the Northwest Quarter (NW 1/4) of said Section 26 for 2,645.28 feet to the POINT OF BEGINNING.

Containing 1,827.35 acres, more or less.

Bearings hereinabove mentioned are based on the North line of said Section 3 to bear $N89^{\circ}02'20''$ E.

Scott A. Wheeler (For The Firm)
Professional Surveyor and Mapper
Florida Certificate No. 5949



Barraco
 Land Associates, Inc.
 CIVIL ENGINEERING LAND SURVEYING
 LAND PLANNING

www.barraco.net

2774 MADISON BLVD. SUITE 100
 FORT MYERS, FLORIDA 33902-3800
 PHONE (239) 491-4770
 FAX (239) 491-3188

FLORIDA CERTIFICATE OF AUTHORIZATION
 EXHIBIT 12000-7000 - SURVEYING LB-6902

ISSUED FOR

CAM7-SUB, LLC

2141 DEERBARK LANE, SUITE 101
 LEECHBURG, PA 15602
 PHONE (724) 458-8822
 FAX (724) 458-8828
 www.2dtopog.com

PROJECT DESCRIPTION

A PARCEL OF LAND IN SECTION 35, TOWNSHIP 47 SOUTH, RANGE 27 EAST AND SECTIONS 1, 3, 10, 11, 14, 15, 24, 25, 26, 34, 35 AND 36, TOWNSHIP 46 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA

PROPERTY SURVEY

STATE OF FLORIDA
 SURVEYING BOARD

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL BARRACO SEAL. SEAL OF A LICENSED SURVEYOR REQUIRED.

FILE NAME	PROJNO1001
DATE	1/11/11
LOCATION	ADAMS/DEERBARK/DEERBARK
FILE DATE	02/14/2011 09:04 AM
FILE BY	PETER OLIVER
APPROVED DATE	
DRAWN BY	J. OLIVER
CHECKED BY	JOE
SCALE	1"=40'
FILE NUMBER	

STRIP PLASTER

SKETCH TO ACCOMPANY DESCRIPTION

PROJECT/FILE NO.	SHEET NUMBER
7089	5 OF 5
06-03-11	

EXHIBIT "B"
LEGAL DESCRIPTION OF COUNTY EXISTING PROPERTY

Parcel 1:

A parcel of land located in Section 23, Township 46 South, Range 27 East, Lee County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Section 23, Township 46 South, Range 27 East, Lee County, Florida; thence run S.89°28'06" W., along the South line of the Southeast quarter of said Section 23, for a distance of 525.38 feet a point 525.00 feet Westerly of, as measured at right angles to, the East line of the Southeast quarter of said Section 23 and the point of beginning of the parcel of land herein described; thence continue S.89°28'06"W., along the South line of the Southeast quarter of said Section 23, for a distance of 2141.32 feet to the South quarter corner of said Section 23; thence run S.89°26'02"W., along the South line of the Southwest quarter of said Section 23, for a distance of 12.65 feet; thence run N.00°34'53"W. for a distance of 1115.00 feet; thence run S.89°26'02"W., parallel with the South line of the Southwest quarter of said Section 23, for a distance of 810.00 feet; thence run N.00°34'53"W. for a distance of 888.90 feet; thence run N.89°11'45"E. for a distance of 1030.45 feet; thence run N.03°17'37"W. for a distance of 3299.20 feet to a point on the North line of said Section 23, said point being located 2798.63 feet Easterly of, as measured along the North line of said section 23, the Northwest corner of said Section 23; thence run N.89°31'47"E., along the North line of said Section 23, for a distance of 1258.65 feet to a point 1160.00 feet Westerly of, as measured along the North line of said Section 23, the Northeast corner of said Section 23; thence run S.02°42'10"E., parallel with the East line of the Northeast quarter of said Section 23, for a distance of 990.00 feet; thence run N.89°31'47"E., parallel with the North line of the Northeast quarter of said Section 23, for a distance of 634.60 feet; thence run S.02°42'10"E., parallel with the East line of said Section 23, for a distance of 4315.46 feet to the point of beginning.

Parcel 2:

A parcel of land located in Section 23, Township 46 South, Range 27 East, Lee County, Florida, being more particularly described as follows:









Commence at the Northwest corner of Section 23, Township 46 South, Range 27 East, Lee County Florida; thence run N.89°31'47"E., along the North line of said Section 23, for a distance of 1795.03 feet to the point of beginning of the parcel of land herein described; thence continue N.89°31'47"E., along the North line of said Section 23, for a distance of 1003.60 feet; thence run S.03°17'37"E. for a distance of 3299.20 feet; thence run S.89°11'45"W. for a distance of 1030.45 feet; thence run N.02°49'26"W. for a distance of 3303.99 feet to the point of beginning.

LOCATION	USE
POD 1	RESIDENTIAL WITH AMENITY
POD 2	RESIDENTIAL WITH AMENITY
POD 3	RESIDENTIAL WITH AMENITY
POD 4A	RESIDENTIAL WITH AMENITY OR MASTER AMENITY, COMMERCIAL
POD 4B	RESIDENTIAL WITH AMENITY
POD 5	RESIDENTIAL WITH AMENITY
POD 6	RESIDENTIAL WITH AMENITY OR MASTER AMENITY, COMMERCIAL
POD 7	RESIDENTIAL WITH AMENITY
POD 8	RESIDENTIAL WITH AMENITY
POD 9	RESIDENTIAL WITH AMENITY
POD 10	RESIDENTIAL WITH AMENITY
POD 11A	RESIDENTIAL WITH AMENITY
POD 11B	RESIDENTIAL WITH AMENITY OR COMMERCIAL
POD 12	COMMERCIAL
POD 13	COMMERCIAL
POD 14	COMMERCIAL
POD 15	COMMERCIAL
POD 16	RESIDENTIAL WITH AMENITY, CIVIC, SCHOOLS (COMMERCIAL AND NON-COMMERCIAL)
POD 17	PUBLIC SERVICES
POD 18	COMMUNITY FACILITIES
POD 19	COMMUNITY FACILITIES, RESIDENTIAL WITH AMENITIES, COMMERCIAL

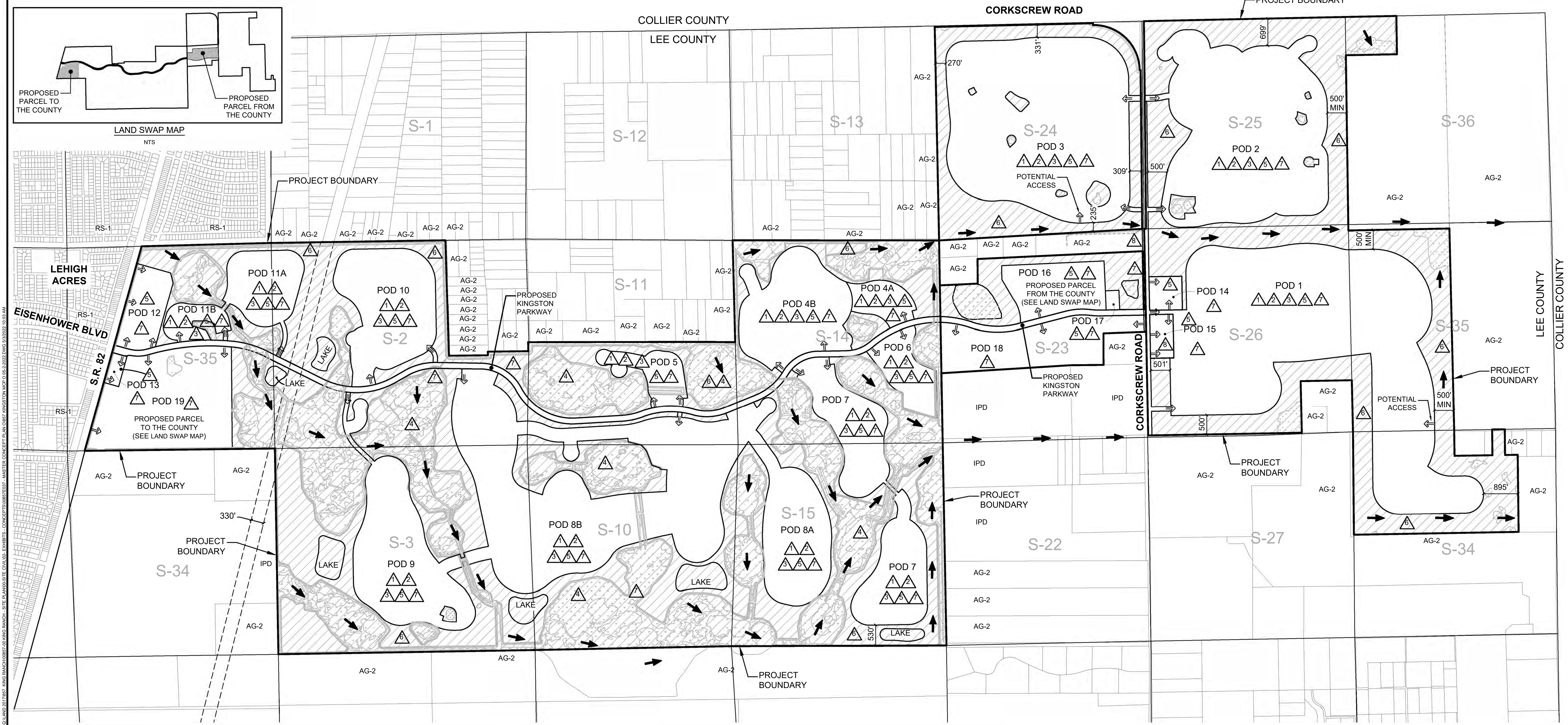
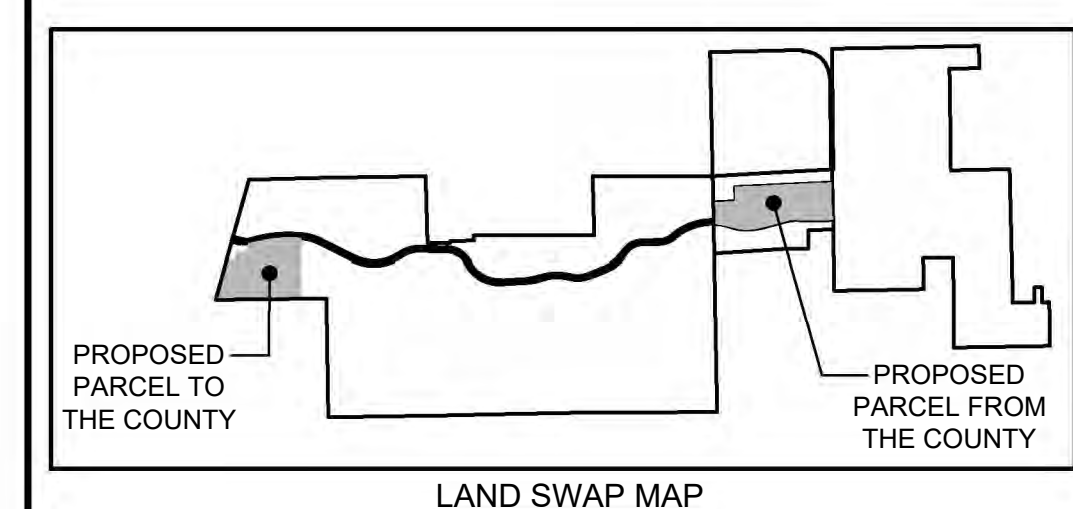
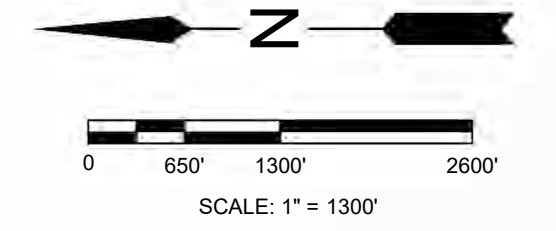
MINIMUM OPEN SPACE REQUIRED @ 61%	4,002.8 AC
OPEN SPACE PROVIDED	4,002.8 AC
MINIMUM RESTORATION REQUIRED @ 50%	3,280.2 AC
MINIMUM RESTORATION PROVIDED	3,287.0 AC

LAND USE SUMMARY	
LAND USE	APPROXIMATE ACRES
DEVELOPMENT PODS *	3,275
RESTORATION AREA	3,287
KINGSTON PKWY/CORKSCREW ROAD R/W	114
TOTAL	6,676

* RESIDENTIAL, COMMERCIAL AND AMENITY AREAS WILL CONTAIN A MINIMUM OF 648 ACRES OF LAKE AND OTHER GREEN SPACE AREA TO BE COUNTED TOWARD THE OPEN SPACE REQUIREMENT.

DEVIATIONS	
	TO ALLOW CONSTRUCTION OF ROADWAYS AS DEPICTED WITHIN THE MCP FOR INTERNAL ROADWAY AREAS.
	TO ALLOW LAKES WITHIN DEVELOPMENT PODS TO BE EXCAVATED TO A MAXIMUM DEPTH OF 35'.
	TO ALLOW ADDITIONAL LITTORAL PLANTINGS TO BE PLANTED IN LIEU OF DEEP LAKE TREES.
	THE GENERAL TREE REQUIREMENT IS MET THROUGH THE USE OF EXISTING ONSITE INDIGENOUS VEGETATION AND FLOW-WAY RESTORATION PLANTS.
	TO ALLOW FOR A SINGULAR MEANS OF INGRESS AND EGRESS TEMPORARILY DURING PROJECT DEVELOPMENT.
	TO ALLOW CONSERVATION AND FLOW-WAY AREAS TO ACT AS A VEGETATIVE BUFFER.
	TO ALLOW WATER MAIN LOOPS LARGER THAN 1,500 LF, AS LONG AS FIRE FLOWS ARE MET.
	TO ALLOW ACCESS SEPARATION OF LESS THAN 660' ALONG CORKSCREW.

NOTE: DEVIATIONS NOT LIMITED TO THOSE LOCATIONS SHOWN WITHIN THE PLAN BELOW.



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KINGSTON (A Cameratta Development)
MASTER CONCEPT PLAN

1ST SUBMITTAL (05-03-2022)
REVISIONS
DATE
#
PROJECT #: 00857-MCP
SHEET: 1 of 2

Exhibit D

Schedule of Uses

Residential Pods (1,2,3,4A,4B,5,6,7,8,9,10,11A,11B,16,19)

Accessory Uses and Structures
Accessory Buildings
Administrative Offices
Agricultural Uses, in compliance with Condition 10
Club, private
Community Gardens
Dwelling Units:
 Single-Family
 Two-Family Attached
 Duplex
 Zero Lot Line
 Townhouses
 Multi-family
Entrance Gate and Gatehouse
Essential Services, including EV Charging Stations
Essential Service Facilities, Groups I and II
Excavation, Water Retention
Fences, Walls
Home Occupation
Model Homes, Model Display Center, Model Display Group, Model Units
Parking Lot, Accessory
Real Estate Sales Office
Recreational Facilities, Personal & Private
Residential Accessory Uses
Signs, in accordance with LDC Chapter 30
Temporary Uses, in compliance with LDC section 34-3044

Amenities within Residential Pods (1,2,3,4A,4B,5,6,7,8,9,10,11A,11B,16,19)

Accessory Uses and Structures
Administrative Offices
Boat Ramps
Boat Rental, non-motorized
Clubs, private
Community Gardens
Consumption on Premises (in conjunction with Private Clubs)
Convenience Food and Beverage Store, excluding fuel pumps
Daycare, child
Entrance gate and gatehouse
Essential Services, including EV Charging Station
Essential Services Facilities, Group I and Group II
Excavation, Water Retention
Fences, walls
Fishing pier
Food and Beverage Service, limited
Food Stores, Group I

General Office
Health Clubs or Spas, as part of the private club
Parking Lot, Accessory, including EV Charging Stations, all levels
Personal Services, Group I and II,
Real Estate Sales Office
Recreational Facilities, Personal, Private on-site
Rental and Leasing Establishments, Group I
Restaurant, Groups I, II, and III (including outdoor seating and service areas)
Signs, in accordance with LDC Chapter 30
Specialty Retail Shops, Groups I and II
Temporary Uses
Any other use deemed similar in nature by the Director

Optional Master Amenity Pods (4A,6)

Accessory Uses and Structures
Administrative Offices
Agricultural Uses, in compliance with Condition 10
Boat Ramps
Boat Rental, non-motorized
Clubs, country, commercial, fraternal, membership organization, and private
Community Gardens
Consumption on Premises (in conjunction with Private Clubs)
Convenience Food and Beverage Store, excluding fuel pumps
Daycare, child
EMS, Fire, or Sheriff's station
Entrance gate and gatehouse
Essential Services, including EV Charging Stations
Essential Services Facilities, Group I and Group II
Excavation, Water Retention
Fences, walls
Food and Beverage Service, limited
Food Stores, Group I
General Office
Health Clubs or Spas, as part of the private club
Hotel (Guest lodging, up to 50 units)
Parking Lot, Accessory, including EV Charging Stations, all levels
Personal Services, Group I and II (limited to Health Clubs or Spas),
Real Estate Sales Office
Recreational Facilities, Personal, Private on-site and Private, Off Site (including but not limited to miniature golf)
Rental and Leasing Establishments, Group I
Restaurant, Groups I, II, and III (including outdoor seating and service areas)
Signs, in accordance with LDC Chapter 30
Specialty Retail, Groups I and II
Temporary Uses
Any other use deemed similar in nature by the Director

Commercial Pods (4A,6,11B,12,13,14,15,16,19)

Accessory Uses and Structures
Administrative Offices
Agricultural Uses, in compliance with Condition 10

Animal Clinic or Kennel (no outdoor runs)
 Assisted Living Facility (calculated as density)
 ATM (automatic teller machine)
 Bait and Tackle Shop
 Banks and Financial Institutions, Group I and II
 Bar or cocktail lounge
 Beer and Wine Sales for off-premise consumption
 Building material sales
 Business Services, Group I
 Car wash (Pods 11B, 12, 13, and 19 only)
 Cleaning and Maintenance Services (Pods 11B, 12, 13, and 19 only)
 Clothing Stores, General
 Clubs, commercial, fraternal and membership
 Communication facility, wireless
 Computer and Data Processing Services
 Contractors and Builders, Group I
 Consumption on Premises
 Continuing Care Facilities (calculated as density)
 Convenience Food and Beverage Store (24 pumps, 24 hours) (Pods 11B, 12, 13, and 19 only)
 Cultural Facilities
 Daycare, Child and Adult
 Department store
 Drive-through facility for any permitted use
 Drugstore, pharmacy
 EMS, Fire or Sheriff's Station
 Entrance gates and gatehouses
 Essential Services, EV Charging Station
 Essential Services Facilities, Group I and Group II
 Excavation, Water Retention
 Fences, Walls
 Food and beverage service, limited
 Food and Kindred Products, Group II including accessory tasting room (limited to malt beverages and distilled, rectified and blended liquors)
 Food Stores, Group I
 Gift and Souvenir Shop
 Hardware store
 Healthcare Facilities, Group I, II, III, and IV
 Health Club and Spa
 Hobby, Toy and Game Shops
 Hotel/motel
 Household and Office Furnishings, Group I, and II
 Hybrid Warehouse
 Insurance companies
 Laundry and Dry Cleaning, Group I (Pods 11B, 12, 13, and 19 only)
 Laundry and Dry Cleaning, Group I (Offsite services only in Pods 4A, 6, 14, 15, 16, and 17 only)
 Library
 Medical Office
 Mini-warehouse
 Non-Store Retailers, Group I
 Package Store
 Paint, glass and wallpaper (Pods 11B, 12, 13, and 19 only)
 Parcel and Express Services
 Parking Lot: Accessory
 Personal Services, Groups I, and IV

Pet Services
 Pet Shop
 Place of Worship
 Plant nursery
 Real Estate Sales Office
 Recreational Facilities, Commercial, Groups I, III, and IV, (excluding Convention or Exhibit Halls)
 Religious facilities
 Rental or Leasing Establishments, Groups I, II, and III
 Repair Shops, Groups I-III (Pods 11B, 12, 13, and 19 only)
 Restaurant, fast food
 Restaurant, Groups I-IV
 Schools, Commercial and Noncommercial
 Signs
 Specialty Retail Shops, Groups I-IV
 Storage, Indoor only
 Studios
 Temporary Uses
 Theater, Indoor
 Used Merchandise, Group I (excluding pawn shops)
 Variety Store
 Warehouse, public, private

Community Facilities Pods (18,19)

Accessory uses and structures
 Administrative offices
 Cultural facilities (34-622(c)(10))
 Entrance gates and gatehouse
 Emergency operations center
 EMS, fire or sheriff's station
 Essential services
 Essential service facilities (34-622(c)(13)): Groups I, and II
 Excavation: Water retention
 Excess spoil removal
 Fences, walls
 Health care facilities (34-622(c)(20)): Groups I, II, III and IV
 Hospice
 Housing units for employees only
 Library
 Maintenance facility (Government)
 Parks (34-622(c)(32)): Groups I and II
 Parking lot:
 Accessory
 Park-and-ride
 Temporary
 Post office
 Signs in accordance with chapter 30
 Storage: Indoor only
 Temporary uses
 Transportation services (34-622(c)(53)): Group III

Per Lee County LCC, 34-620, the Director is authorized to determine that uses that are not specifically listed in the uses set forth herein are permitted by right or an administrative amendment based on the placement of similar or complementary uses in the area.

Exhibit E

Conditions of Development and Deviations

CONDITIONS:

1. Master Concept Plan / Development Parameters

Development must be consistent with the Master Concept Plan (MCP) for the Kingston Property, dated _____, attached as **Exhibit "C"** to the Agreement, and the conditions below.

a. Development must comply with the Lee County Land Development Code (LDC) in existence as of _____ [the effective date of this Agreement]. In light of the conceptual nature of the MCP and the expected duration of the development, deviations from the LDC or other changes to the Conditions of Development, Schedule of Uses or Property Development Regulations that do not increase the height, density or intensity of the development and otherwise meet the criteria of LDC Section 34-380 may be approved administratively by the Zoning Director without a public hearing. The conditions and auxiliary documentation control should there be a conflict between the Conditions, the LDC, and/or the approved MCP.

b. The project is approved for:

1. Residential dwelling units including Assisted Living Facilities and Continuing Care Facilities not to exceed 10,000 units as outlined in the schedule of uses;
2. Amenities, internal to the Project, for use by its residents (no limitation in square footage)
3. 700,000 square feet of commercial floor area, depicted on the MCP, limited to:
 - i. 150,000 square feet located on Pods 14 and 15. Any unused square footage can be reallocated to other commercial Pods described in 3(ii) and or 3(iii);
 - ii. 50,000 square feet can be located on Pods 4A, 6, 16, and 17. Any unused square footage can be reallocated to other commercial Pods described in 3(iii);;
 - iii. 500,000 square feet can be located on Pods 11B, 12, 13, and 19. Any unused square footage can be reallocated to other commercial Pods described in 3(ii);
4. Public facilities; and
5. 240 hotel or other transient lodging units.

c. The Land Use Summary table on the MCP reflects a minimum of 3,287 acres of created, restored, and/or enhanced areas that will be dedicated in a combination of Conservation Easements and Flowway easements and provides a minimum of 50% of the Project's gross land area less tracts to be dedicated to the County. These areas are located and identified on the MCP.

Construction phasing of the development will be subject to the following conditions:

- i. Restoration and dedication of conservation and flowway areas shall occur as development orders are issued as depicted on **Exhibit "G"**.
- ii. Development Pods are not required to be developed sequentially according to the numbers depicted on the Development Summary table on the MCP.

- iii. Phasing of the restoration as depicted on the MCP may be adjusted at time of Development Order submittals provided minimum restoration acreages are maintained to support the project:
 - a. For residential, a minimum restoration acreage based on the GREATER of the following options:
 - i. The cumulative development pod area (including previous phases) OR
 - ii. The number of residential dwelling units in the development pod using the following analysis whereas the Project required restoration equals 3,287 acres divided by the total Project density of 10,000 residential units times the number of units, both previously approved and proposed.
 - b. For commercial or amenity pods, the required acres of restoration shall be equal to the acreage of the pod being developed.
- iv. A cumulative development update statement and summary table must be provided with each development order application and shown on the engineered plans containing the following information:
 - Cumulative residential dwelling units and intensity of non-residential uses;
 - Cumulative development pods (in acres);
 - Cumulative open space (in acres); and
 - Cumulative conservation and flowway areas (in acres).
- v. Restoration areas must be completed within ten (10) years of commencement of restoration of each phase, regardless of the progress of development tied to each phase. If any phased restoration construction is not complete within ten (10) years from that phase restoration start date, work may not commence in future phases until such time as that incomplete restoration phase construction is completed.

2. Uses and Site Development Regulations

- a. The Schedule of Uses is set forth in **Exhibit “D”** to the Agreement.
- b. The Property Development Regulations are set forth in **Exhibit “F”** to the Agreement

3. Wildlife Crossings

Any wildlife crossings required for the project will be determined by the USFWS and FDEP prior to issuance of the first development order creating residential lots. Any animal crossings required by the USFWS or FDEP will be reviewed and permitted in accordance with the approved locations at time of local development order on a phase-by-phase basis and shall be consistent with the Human/Wildlife Coexistence Plan **Exhibit “J”**.

4. Protected Species Management and Human-Wildlife Coexistence Plan

The Protected Species Surveys **Exhibit “I”** must be updated every five (5) years and Human-/Wildlife Coexistence Plan **Exhibit “J”** must be updated by the Developer, if needed for the presence of new listed species, for approval by the County prior to or concurrent with the first

development order application creating residential lots. The Plan and development order plans must address the following:

- Trails: The location of proposed passive trails within the restoration areas must include designated trailheads with signs with information on possible wildlife encounters and appropriate actions when encountering wildlife.
- Signs: Development order plans that include surface water management lakes or conservation areas must depict the location and typical signs for prohibiting the feeding of alligators around the lake and preservation signs that state no dumping. Distance between signs should be approximately 300ft.
- Wildlife Fencing: Must meet recommendations and requirements of the Florida Fish and Wildlife Conservation Commission (FWC) and US Fish and Wildlife Service (FWS); and
- The Development Order plans must be updated to reflect FWC and FWS requirements if permits are issued after approval of the first development order creating residential lots.
- Vegetation Removal permit applications must include a map depicting the work limit area and a species survey for the work limit area. The developer must submit a management plan for protected species within the work limit area identifying protection measures, monitoring, and/or relocation consistent with State and Federal requirements.
- Development Order plans for vertical development that includes commercial and amenity uses and areas must demonstrate use of bear resistant dumpsters and below ground grease traps.

5. Open Space

The total open space acreage shall not be less than 61% of the project's total land area less tracts to be dedicated to the County. The minimum required open space must be achieved at buildout in substantial compliance with the approved MCP. Compliance with the Project's open space addresses the open space requirements of Section 34-414 and 10-415.

6. Platting Restoration Areas

At time of platting, on a phase-by-phase basis, the Developer will plat restoration areas consisting of wetland conservation and flowways into separate tracts and dedicate those tracts to a maintenance entity, which must be either a home owners association ("HOA"), a community development district ("CDD"), an Independent Special District ("ISD"), or a governmental entity acceptable to the County that will accept responsibility for the perpetual maintenance of the restoration conservation and flowway areas in compliance with these conditions. The HOA, CDD, or ISD must be created prior to Certificate of Compliance for the first development order.

7. Conservation and Flowway Easements

The conservation and flowway easements will be dedicated to a maintenance entity that provides third party enforcement rights to the County or other public agency acceptable to the County. The easements will be dedicated in general accordance with the phasing plan attached as **Exhibit "G"** to the Agreement and will be reflected on the phased recorded plats approved by the County for the subject property. Restoration areas located within a Conservation Easement consisting of existing or mitigated wetlands can include exotic vegetation removal and native planting. Restoration areas located within a Flowway

Easement can include vegetation removal, grading, lakes, drainage ways, wet and dry detention, surface water treatment, and water storage, water bodies and on/off site wildlife mitigation. The Easements will permit passive trails, kiosks, and pavilions. The combined acreages within the Conservation Easements and Flowway easements shall satisfy the minimum required restoration acreage for the Project.

8. Indigenous Management Plans

The Indigenous Preservation, Restoration, and Management Plan **Exhibit “L”** must be updated by the Developer for approval by the County prior to or concurrent with the first development order application. The Indigenous Preservation, Restoration, and Management Plan must include the following language:

- At the time of purchase, third-party deed holders must be placed on notice through covenants and deed restrictions that project conservation and flowway areas may be managed with prescribed burns.
- Prior to commencing prescribed burn activity, the HOA, CDD, or ISD must notify residents of the prescribed burn activities and provide general prescribed burn management educational materials.

9. Agricultural Uses:

Existing agricultural areas, as shown on **Exhibit “M”** are allowed to continue on the property and convert to alternative agricultural uses subject to the following:

- a. Areas of agricultural uses and field areas in existence and/or authorized by the SFWMD at the time of this Agreement, including all associated irrigation and fertilization, must be discontinued prior to issuance of a vegetation removal permit for the land area subject to the vegetation removal permit. Development orders required for offsite infrastructure construction or a Development Order for onsite infrastructure construction that does not create residential or commercial vertical construction will not require discontinuance of the agricultural use.
- b. Prior to issuance of a local development order for vertical development, the developer must submit written proof, subject to approval by the County Attorney's Office, of the following:
 - 1) Termination of bona fide agricultural uses on the land area subject to the development order application/approval for vertical construction. Proof must include a sworn affidavit from the person or entity holding title to the land area that provides:
 - a) the date agricultural uses are proposed to cease or will cease after harvesting;
 - b) the legal description of the land area subject to development order approval;
 - c) an affirmative statement that the owner acknowledges and agrees that all agricultural uses are prohibited on the land area and that the owner covenants with the County that they will not allow agricultural uses on the land area until it is rezoned to permit agricultural uses; and

- d) that the affidavit constitutes a covenant between the owner and the County binding on the owner, their assignees and successors in interest.

The affidavit must be recorded in the public records of the County at the owner's expense.

- 2) Proof of termination of the agricultural tax exemption on the land area subject to the development order. Proof of termination must include a copy of the owner's request to terminate the tax exemption provided to the Property Appraiser.

10. Native Vegetation

Development order landscape plans must reflect 100% native vegetation for required landscaping within common elements. These planting requirements and a native plant list must be incorporated into the project's covenants and deed restrictions.

11. Transportation

- a. Notwithstanding the LDC, internal project roadways must be substantially similar to the cross sections as depicted on the MCP.
- b. Roadway turn lane necessity and length at project/pod entrances will be determined at time of local development order review.
- c. Signalization:

The cost of signalization including design and construction of the Spine Road intersections with Corkscrew Road, SR 82, and/or a Development Pod shall be borne by the Developer or assigns. Installation of any signalization shall be the earlier of (x) at the Developers discretion; or (y) when found necessary as such intersection meets the Manual on Uniform Traffic Control Devices (MUTCD) traffic signal warrants.

12. Vehicular/Pedestrian Impacts

- a. Local Development Order. This approval does not address site-related mitigation of vehicular or pedestrian traffic impacts. Additional conditions consistent with the LDC may be required to obtain a local development order.
- b. Impact Fees and Proportionate Share Payments. The development must mitigate the traffic impacts of the project and pay a proportionate share of the needed roadway improvements which payment shall be \$2,000.00 per residential dwelling unit.
- c. Shared Use Path. The developer must provide off-road shared use bike paths/sidewalks in front of each residential lot and along at least one side of every internal project roadway in substantial compliance with the cross sections depicted on the MCP (Exhibit "C").

13. Entrance Gates and Gatehouses

Entrance gates and gatehouses are permitted at development entrances within each development Pod and temporarily on the spine road from Corkscrew Road to State Road 82.

14. Surface Water Monitoring

The Enhanced Lake Management Plan **Exhibit “N”** must be updated by the Developer if needed at the time of Development Order application creating residential lots that include monitoring components of surface water quality as follows:

- a. Quality of storm water (surface water) leaving the site at permitted outfalls must be monitored twice during the wet season and once during the dry season if there is water being discharged in the dry season. No discharge means no sample. Constituents sampled will consist of those outlined in **Exhibit “N”**. Reporting must consist of an Electronic Data Deliverable (EDD) in a format approved by the Lee County Department of Natural Resources and submitted biannually.
- b. The Developer or HOA/CDD/ISD must annually report the findings of the Surface Water Quality Monitoring Program within the Enhanced Lake Management Plan to:
 - i. assess water quality data and trend analysis;
 - ii. identify potential issues, and if necessary;
 - iii. recommend corrective actions to be consistent with existing State water quality standards. .
- c. The Developer or HOA/CDD/ISD may amend water quality monitoring and reporting after written request, review, and approval by the Department of Natural Resources.
- d. If any development order proposes to discharge into the County’s MS4, the Developer will coordinate with Lee County Department of Natural Resources through the development order process to ensure available capacity.

15. Irrigation Wells

Single-Family Irrigation and Domestic Wells are prohibited. Development Order plans must demonstrate irrigation will be provided via a central irrigation system using onsite lakes, reclaimed water (if available), and/or as necessary, existing permitted wells (or replacement wells). The Property Owner Association documents, including Declarations of Covenants, must prohibit the installation of single-family use wells for potable or irrigation water. Landscape irrigation must comply with the Water Conservation Ordinance #17-04, as amended. This does not apply to wells being used for agricultural purposes prior to termination. All agricultural wells will be formally plugged and abandoned by the Developer as agricultural operations cease in conjunction with an approved Development Order.

16. Water and Sewer

All new development must connect to central water and sewer; no new septic systems or potable water wells will be permitted. Existing well and septic systems used for Property caretaker, construction and/or agricultural project manager will be properly abandoned upon the later of termination of agricultural operations or central water and sewer direct availability as determined by the Developer. The development may connect to reclaimed water if available and if the Project has been designed for its use.

17. Maintenance

The Developer and/or the HOA/CDD/ISD must submit a biennial drainage report signed by a licensed Professional Engineer in the State of Florida certifying that the drainage capacities of the flowways or buffer lakes at the completion of the project are consistent with the original design. If the report finds that flowways or buffer lakes require maintenance, then the Developer or HOA/CDD/ISD must submit a remedial plan for review and approval to address

measures to conduct maintenance (i.e. re-grading the flowways or berms). Providing the County with a copy of the HOA/CDD/ISD Engineer's Report will satisfy this requirement with the additional requirements above.

18. Hydrological Restoration Plan

a. Flowway Re-establishment. The Developer will re-establish historic surface water flows through the Property consistent with Exhibit "O", within the designated conservation and flowway areas on the MCP. The Developer is responsible for providing stormwater flow through the project site until the property and permits are transferred to a third-party maintenance entity, as required by the South Florida Water Management District Applicant's Handbook for transfer of the permit(s).

b. Hydrological Restoration Plan. The Hydrological Restoration Plan, as conceptually described and depicted in the Hydrological Restoration Narrative **Exhibit "O"** and phased as depicted in **Exhibit "G"** must incorporate the requirements of Policy 33.2.4.2c of the Lee Plan and be submitted by the Developer with the first Development Order application. The Hydrological Restoration Plan must be based on an integrated surface and groundwater model to demonstrate protection of Lee County's natural resources and must include backfill and restoration of manmade ditches on the property if necessary. The Developer must phase backfill work to coincide with project development and not impede flow from agricultural operations. A key feature of the Hydrological Restoration Plan is the re-establishment of the flowways encompassed within the conservation and flowway areas on the MCP, to restore historic flowways and improve regional drainage patterns consistent with Condition 1(c).

The Hydrological Restoration Plan submitted at time of the first Development Order application must include detailed calculations and analyses for proposed flowways and other drainage improvements to estimate hydrologic benefits while ensuring no adverse impacts to adjacent properties.

The calculations/analyses must analyze post-development phases including peak stages, flows, and inundation (durations and frequency) for design storms (25 yr. - 3 day and 100 yr. -3 day) and compare hydrologic conditions for wet and dry seasons.

c. Timing. The Developer must implement the Hydrological Restoration Plan approved by the County coincident with construction of the storm water management system for each phase of development.

19. Landscape Berm

A decorative landscape berm or buffer may be installed along the frontage of Corkscrew Road, State Road 82, and the spine road at the discretion of the Developer. The berm shall be permitted a maximum height of 6 feet as measured from the crown of the higher adjacent pavement. At the Developers discretion a decorative wall or fence may also be installed on top of any landscape berm or buffer along Corkscrew Road, State Road 82, or the spine road provided the wall or fence does not impede drainage or movements of small and large mammals.

20. Development Permits.

Issuance of a county development permit does not establish a right to obtain permits from state or federal agencies. Further, it does not establish liability on the part of the county if the

Developer: (a) does not obtain requisite approvals or fulfill obligations imposed by state or federal agencies or (b) undertakes actions that result in a violation of state or federal law.

21. Security and Public Safety Fences

The Developer may install fences or walls to maintain security, public safety, and preservation of conservation and flowway areas, so long as it does not impede pathways identified within the Hydrological Restoration Plan Narrative (Exhibit "O") and the Human Wildlife Coexistence Management Plan (Exhibit "J") or as deemed necessary by onsite conditions.

22. County Land Swap

Prior to the approval of the first Development Order creating residential lots the Developer will deed to the County Pod 19 and the County will deed to the Developer the County property described in **Exhibit "B"** less Pod 18. This Agreement shall create uses on Pods 18 and 19 as depicted on the MCP and described herein.

23. Letters of Availability

Letters of availability will be provided for the law enforcement, Fire, EMS, and Schools concurrent with each development order application.

24. Excess Spoil Removal

Excavated material may be moved around the Project site without requiring an off-site excess spoil removal plan per LDC 10-329(b) and (c). The movement of excess spoil material within the Exhibit "A" and "B" property is permitted regardless of ownership and will not be deemed the removal of excess spoil material off-site and there will not be a limitation on the amount of excess spoil material plan per LDC 10-329 that can be moved within the Exhibit "A" and "B" property.

25. Offsite Flows

The Development Order must demonstrate an off-site hydraulic connection to help alleviate flooding of the Wildcat Farms properties to the east. The hydraulic connection relative to the individual Pods of 4A, 4B, 5, 7, 8A, and 8B must be included, constructed, installed and certified with each individual construction of Pods 4A, 4B, 5, 7, 8A, and 8B. The hydraulic connection(s) must be sized to accommodate up to an allowable 25 yr.-3 day storm event discharge rate of 25 CSM for those properties determined to flow to the connection by field reconnaissance and existing topographical maps.

26. Lake Depth (See Deviation 2)

35' maximum lake excavation depth is only within the residential development pods and subject to compliance with an enhanced deep lake management plan for water quality and groundwater monitoring and all requirements of LDC 10-329(d)(3) (except LDC Section 10-329(d)(3)a.2. requirements regarding native shade trees).

27. Deep Lake Plantings (See Deviation 3)

All lakes with a depth of more than 12 feet measured at control elevation must provide an additional 20% littoral plantings in addition to required littoral plantings in lieu of deep lake trees.

28. Wetlands

No wetlands may be impacted within the commercial pods of the Project.

DEVIATIONS

Street Design and Construction Standards

Deviation 1 grants relief from LDC Section 10-296(e)(3), which requires roadway segments in Lee Plan future non-urban areas to be designed to non-urban design standards, to allow the internal roadways to be designed to the suburban roadway standards of LDC Section 10-296(e)(2).

Maximum Lake Depth

Deviation 2 grants relief from LDC Section 10-329(d) (3)a, which requires lakes to be limited to a 20ft depth to allow for a maximum lake excavation depth not to exceed 35ft or one foot above the confining layer whichever is less. This deviation is subject to **Condition 26**.

Deep Lake Shade Trees

Deviation 3 grants relief from LDC Section 10-329(d)(3)a.2, which requires native shade trees calculated at one tree per 100 feet of lake shoreline measured at control elevation to be installed for all lakes over 12ft in depth, to allow for an additional 20% of littoral plantings from what is required in lieu of native shade trees. This deviation is subject to **Condition 27**.

General Tree Plantings

Deviation 4 grants relief from LDC Section 10-416(a) which requires general tree plantings. The general tree requirement for the Project are met through the use of existing onsite indigenous vegetation and flowway restoration plants. The flowway plants will not be subject to required minimum plant heights per LDC 10-420(c) and (d). Landscaping for parking areas and vehicle use areas must still be provided as required in the LDC.

Ingress/Egress

Deviation 5 grants relief from LDC Section 10-291(3), which requires that residential development of more than five acres and commercial development of more than ten acres provide more than one means of ingress and egress, to allow one ingress/egress per initial construction of a residential or commercial Pod with the remaining access point(s) installed prior to completion of the residential or commercial Pod. The development of any Pod that connects to the spine road shall require the spine road to connect to either Corkscrew Road or State Route 82.

Buffering Adjacent Property

Deviation 6 grants relief from LDC Section 10-416(d)(1), which requires a landscape buffer along the entire perimeter of the proposed development whenever the proposed development abuts a different use, to allow the proposed preservation and restoration areas consistent with **Exhibit "L"** to act as the buffer. This deviation does not apply to development Pods abutting SR 82 which must comply with landscape buffer requirements provided in LDC Section 10-416(d)(1) or Section 10-424, as applicable.

Water Main Installation

Deviation 7 seeks relief from LDC Section 10-384(c)(1), which requires water mains for one- and two-story residential buildings be constructed in an external loop no greater than 1,500 feet, to allow 3,700 feet provided required fire flows are met.

Access Separation

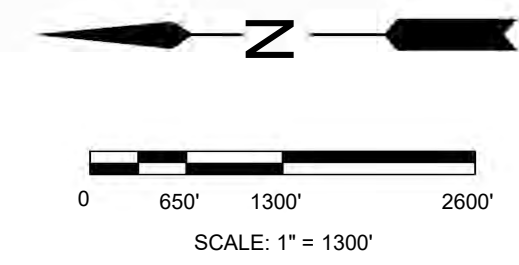
Deviation 8 seeks relief from LDC 10-285, which requires an access separation of 660 feet along principal arterials in Future Non-Urban areas to allow a connection separation distance of 460', as depicted on the MCP.

**Exhibit F
Property Development Regulations (in feet)**

LOTS WITHIN DEVELOPMENT PODS	Single Family	Zero Lot Line	Two Family Attached	Townhouse	Multi-Family	Res. Pod Amenity Center	Master Amenity Center Pod	Commercial
Minimum Lot Width	35	**35	27	18	100	100	100	100
Minimum Lot Depth	120	120	100	100	100	150	150	150
Minimum Lot Area	4,200	4,200	2,700	1,800	10,000	15,000	15,000	15,000
Maximum Building Height	35	35	35	35	55	55	55	55
Maximum Lot Coverage	65%	65%	70%	70%	65%	60%	60%	60%

MINIMUM SETBACKS	Single Family	Zero Lot Line	Two Family Attached	Townhouse	Multi-Family	Res. Pod Amenity Center	Master Amenity Center	Commercial
<u>Public Street</u>								
Corkscrew Road	100	100	100	100	100	100	N/A	100
Spine Road	100	100	100	100	100	25	25	25
State Route 82	100	100	100	100	100	N/A	N/A	25
<u>Private Street</u>								
Front Yard Setback	25	25	20	20	20	25	25	25
Side and Rear Yard Setbacks								
Side Yard Setback on a Corner Lot	12	12	12	12	12	25	25	25
Side Yard Setback	5	5/0 & 0/5	5/0 & 0/5	5/0 & 0/5	10	10	10	10
Rear Yard Setback Principal Structure	10	10	10	10	10	0	10	10
Rear Setback Accessory Structure	5	5	5	5	5	0	5	10
<u>Rear Yard Setback to a Lake Maintenance Easement</u>								
Principal Struct.	10	10	10	10	10	0	0	25
Accessory Struct.	0	0	0	0	10	0	0	25

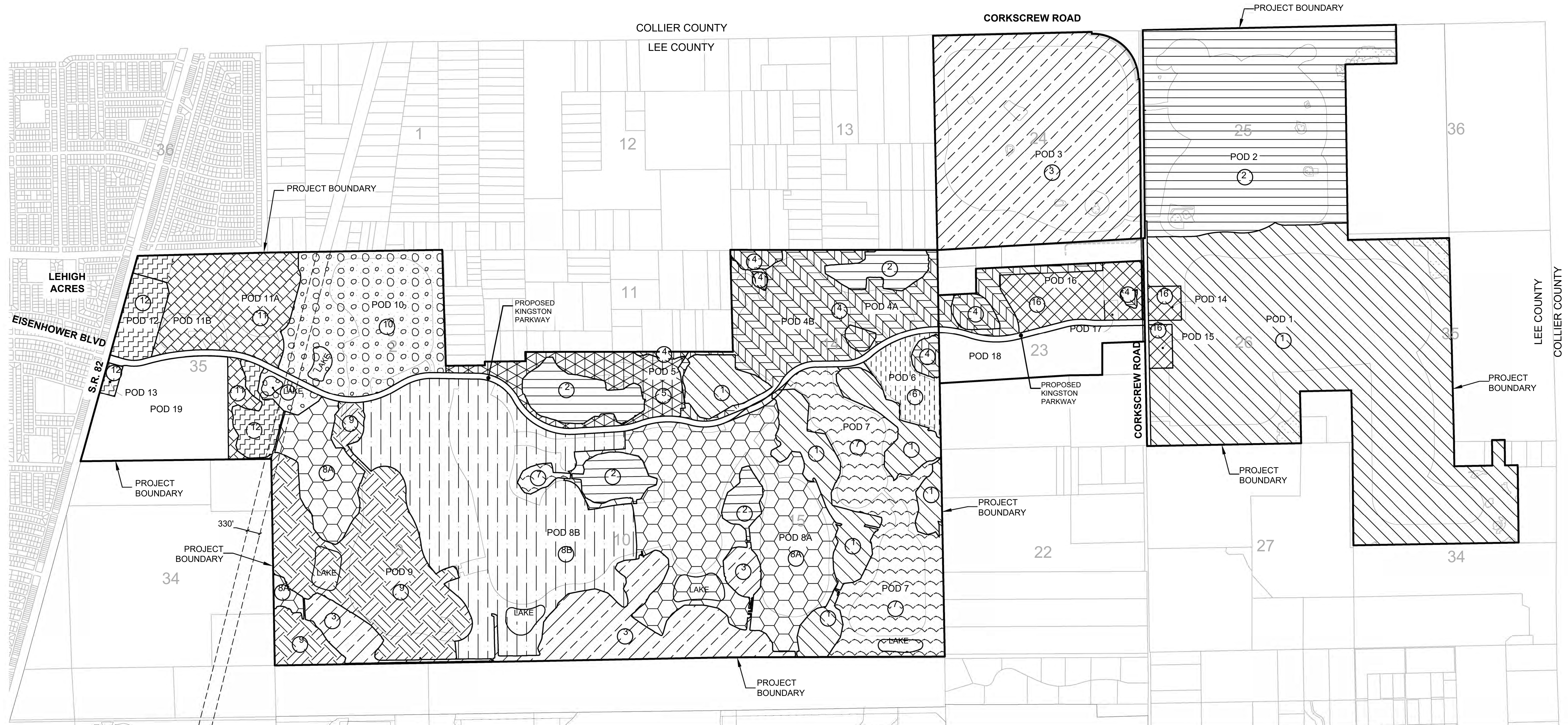
****Setbacks from existing indigenous and flowway areas from principal structures must be provided in compliance with the LDC Section 10-415(b)1.c.**



POD	AREA TO BE * DEVELOPED (AC)	RESTORATION AREA (AC) *	INDIVIDUAL RESTORATION %	CUMULATIVE RESTORATION %
POD 1	671.38	733.62	52.21%	52.21%
POD 2	412.25	428.25	50.95%	51.74%
POD 3	452.27	469.11	50.91%	51.50%
POD 4	186.8	180.45	49.14%	51.26%
POD 5	43.35	65.59	60.21%	51.52%
POD 6	50.41	11.66	18.79%	50.97%
POD 7	193.67	153.03	44.14%	50.39%
POD 8-1	318.44	307.36	49.11%	50.22%
POD 8-2	329.47	350.17	51.52%	50.38%
POD 9	197.48	199.42	50.24%	50.37%
POD 10	159.12	175.7	52.48%	50.49%
POD 11	106.88	110.33	50.79%	50.50%
POD 12, 13	58.06	56.58	49.35%	50.48%
POD 14, 15, 16	101.00	44.3	30.49%	50.04%
TOTAL	3,281	3,286	50.04%	50.04%

DENOTES PHASE NUMBER

* NOTE
EXACT ACREAGE AND RESTORATION LOCATION TO BE DETERMINED AT
TIME OF DEVELOPMENT ORDER(S), IN ACCORDANCE WITH CONDITION 1(C).



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KINGSTON (A Cameratta Development)
EXHIBIT G PHASING PLAN

DATE	REVISIONS
04-21-2022	1ST SUBMITTAL

PROJECT #: 00857-MCP
SHEET: 1 of 1

EXHIBIT H

Development Authorization Form

**AUTHORIZATION TO OBTAIN BUILDING PERMIT
WITHIN CGLP/KINGSTON PLANNED DEVELOPMENT**

The XYZ Corporation is hereby authorized by Corkscrew Grove Limited Partnership ("CGLP") (or successor developer), to obtain a building permit in [describe lot, tract, or property] of the CGLP/Kingston planned development.

In accordance with the Agreement entered into between CGLP and the County dated _____, 20____, this document is a limited authorization for the following amount of development to be permitted:

_____ dwelling units
_____ sq.ft. of non-residential; type of use: _____

Further, CGLP hereby assigns \$ _____ in Proportionate Share credits created pursuant to the Agreement. If no amount is provided, no credits have been assigned.

Building permits in excess of the number of dwelling units and/or non-residential square footage identified above or for uses other than identified above are expressly prohibited.

Developer's Authorized Representative

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this _ day of _____, 20____, by _____ as _____ of Corkscrew Grove Limited Partnership, a Delaware Limited Partnership, who is personally known to me or has produced _____ as identification.

Notary Public

(SEAL)

Print Name

Commission Expiration Date

EXHIBIT I

**OLD CORKSCREW PLANTATION IPD
LEE COUNTY PROTECTED SPECIES SURVEY**

Revised March 2015

Prepared For:

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Prepared By:

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INTRODUCTION

This report documents the results of the updated protected species survey (PSS) conducted by Passarella & Associates, Inc. (PAI) on the 4,202.30± acre Old Corkscrew Plantation IPD property (Project). The project was surveyed for protected species in accordance with Lee County Land Development Code (LDC) Chapter 10, Article III, Division 8 (Protection of Habitat) as required by Lee County Zoning Application No. DCI2011-00007.

The Project is located in Section 35, Township 45 South, Range 27 East; and Sections 2, 3, 10, 11, 14, 15, and 24; Township 46 South; Range 27 East, Lee County (Figure 1). The majority of the site currently supports an active citrus grove, while the remainder of the site contains native vegetation with varying amounts of disturbance and exotic vegetation (Appendix A). The surrounding land uses include State Road (SR) 82 to the north; undeveloped, county-owned preserve lands and agricultural lands to the west; scattered single-family residences to the east; and agricultural lands and a mining operation to the south of the property. Corkscrew Road is located further south of the property.

A PSS was previously conducted for the Project in 2009. During the previous surveys, 12 Lee County protected species were documented on the Project site. The protected species identified included American alligators (*Alligator mississippiensis*) and one American alligator nest, little blue herons (*Egretta caerulea*), tri-colored herons (*Egretta tricolor*), snowy egrets (*Egretta thula*), wood storks (*Mycteria americana*), Florida sandhill cranes (*Grus canadensis pratensis*), roseate spoonbill (*Ajaia ajaja*), limpkin (*Aramus guarauna*), crested caracara (*Caracara cheriway*), and Big Cypress fox squirrels (*Sciurus niger avicennia*). Two sets of Florida panther (*Puma concolor coryi*) tracks were also observed. In addition, potential Everglade snail kite (*Rostrhamus sociabilis plumbeus*) perch trees were observed in the wetland habitats.

The updated PSS for the Project site was conducted on July 27, 2012; July 15, 16, 18, and 19, 2013; and August 2, 6, 7, 8, 9, 13, and 14, 2013. This report documents the results of the updated PSS.

LAND USES AND VEGETATION ASSOCIATIONS

Vegetation mapping for the property was accomplished using 2005 Lee County rectified aerials (Scale: 1" = 300'). Groundtruthing was conducted for the Project site on February 19, 22, 27, and 28, 2007; March 6, 7, and 8, 2007; and December 11, 2007. The vegetation associations and land uses were mapped utilizing the Florida Land Use, Cover and Forms Classification System (FLUCFCS) Levels III and IV (Florida Department of Transportation 1999). Level IV FLUCFCS was utilized to denote hydrological conditions and disturbances. To show levels of exotic invasion (i.e., melaleuca (*Melaleuca quinquenervia*) and Brazilian pepper (*Schinus terebinthifolius*)), "E" codes were used. AutoCAD Map 3D 2009 software was used to determine the acreage of each mapping area, produce summaries, and generate the final FLUCFCS map. This mapping was updated in March 2009 to reflect the Florida Department of Environmental Protection (FDEP) approved and survey located wetland lines; then again in

March 2011 to reflect the U.S. Army Corps of Engineers (COE) approved and survey located wetland lines. The final FDEP and COE FLUCFCS map overlaid on a 2013 Lee County rectified aerial is provided as Appendix A. Table 1 provides a breakdown of the FLUCFCS codes by acreage, while a brief description of each of the FLUCFCS classifications follows. The FLUCFCS map with acreages is provided as Appendix A.

Table 1. FLUCFCS Codes and Acreages

FLUCFCS Code	Description	Acreage	Percent of Total
221	Citrus Grove	2,742.57	65.3
3219 E1	Palmetto Prairie, Disturbed (0-24% Exotics)	1.52	<0.1
3219 E2	Palmetto Prairie, Disturbed (25-49% Exotics)	0.95	<0.1
3219 E3	Palmetto Prairie, Disturbed (50-75% Exotics)	0.83	<0.1
3219 E4	Palmetto Prairie, Disturbed (76-100% Exotics)	0.03	<0.1
4119 E1	Pine Flatwoods, Disturbed (0-24% Exotics)	12.61	0.3
4119 E1**	Pine Flatwoods, Disturbed (0-24% Exotics)	0.09	<0.1
4119 E2	Pine Flatwoods, Disturbed (25-49% Exotics)	0.74	<0.1
4119 E3	Pine Flatwoods, Disturbed (50-75% Exotics)	4.35	0.1
4159 E1	Pine, Disturbed (0-24% Exotics)	13.01	0.3
4221	Brazilian Pepper, Hydric	0.17	<0.1
4241	Melaleuca, Hydric	99.40	2.4
4279 E1	Live Oak, Disturbed (0-24% Exotics)	0.80	<0.1
4279 E1**	Live Oak, Disturbed (0-24% Exotics)	0.05	<0.1
4279 E2	Live Oak, Disturbed (25-49% Exotics)	0.19	<0.1
4281 E1	Cabbage Palm, Hydric (0-24% Exotics)	0.08	<0.1
4289 E1	Cabbage Palm, Disturbed (0-24% Exotics)	0.68	<0.1
4289 E2	Cabbage Palm, Disturbed (25-49% Exotics)	1.10	<0.1
4291 E1	Wax Myrtle/Willow, Hydric (0-24% Exotics)	0.23	<0.1
4291 E2	Wax Myrtle/Willow, Hydric (25-49% Exotics)	0.41	<0.1
4291 E3	Wax Myrtle/Willow, Hydric (50-75% Exotics)	0.29	<0.1
4349 E1	Hardwood/Conifer Mixed, Disturbed (0-24% Exotics)	7.79	0.2
4349 E1**	Hardwood/Conifer Mixed, Disturbed (0-24% Exotics)	1.86	<0.1
4349 E2	Hardwood/Conifer Mixed, Disturbed (25-49% Exotics)	2.13	0.1
4349 E2**	Hardwood/Conifer Mixed, Disturbed (25-49% Exotics)	0.23	<0.1
4349 E3	Hardwood/Conifer Mixed, Disturbed (50-75% Exotics)	0.05	<0.1
514	Ditch	134.60	3.2

Table 1. (Continued)

FLUCFCS Code	Description	Acreage	Percent of Total
514*	Ditch	18.16	0.4
514***	Ditch	0.97	<0.1
525*	Shallow Pond	0.07	<0.1
6179 E1	Mixed Wetland Hardwoods, Disturbed (0-24% Exotics)	1.85	<0.1
6179 E2	Mixed Wetland Hardwoods, Disturbed (25-49% Exotics)	0.07	<0.1
6179 E3	Mixed Wetland Hardwoods, Disturbed (50-75% Exotics)	0.30	<0.1
6189 E1	Willow, Disturbed (0-24% Exotics)	1.80	<0.1
6189 E3	Willow, Disturbed (50-75% Exotics)	3.48	0.1
6189 E4	Willow, Disturbed (76-100% Exotics)	0.35	<0.1
6215 E2	Cypress, Disturbed and Drained (25-49% Exotics)	0.08	<0.1
6219 E1	Cypress, Disturbed (0-24% Exotics)	455.64	10.8
6219 E2	Cypress, Disturbed (25-49% Exotics)	53.56	1.3
6219 E3	Cypress, Disturbed (50-75% Exotics)	76.78	1.8
6219 E4	Cypress, Disturbed (76-100% Exotics)	17.48	0.4
6245 E1	Cypress/Pine, Disturbed and Drained (0-24% Exotics)	0.14	<0.1
6249 E1	Cypress/Pine/Cabbage Palm, Disturbed (0-24% Exotics)	66.42	1.6
6249 E2	Cypress/Pine/Cabbage Palm, Disturbed (25-49% Exotics)	19.64	0.5
6249 E3	Cypress/Pine/Cabbage Palm, Disturbed (50-75% Exotics)	23.43	0.6
6249 E4	Cypress/Pine/Cabbage Palm, Disturbed (76-100% Exotics)	0.14	<0.1
6259 E1	Pine, Hydric, Disturbed (0-24% Exotics)	7.47	0.2
6259 E2	Pine, Hydric, Disturbed (25-49% Exotics)	1.59	<0.1
6259 E3	Pine, Hydric, Disturbed (50-75% Exotics)	5.84	0.1
6259 E4	Pine, Hydric, Disturbed (76-100% Exotics)	0.08	0.0
6309 E1	Mixed Wetland Forest, Disturbed (0-24% Exotics)	9.63	0.2
6309 E2	Mixed Wetland Forest, Disturbed (25-49% Exotics)	6.00	0.1
6309 E3	Mixed Wetland Forest, Disturbed (50-75% Exotics)	0.85	<0.1
6411 E1	Freshwater Marsh, Sawgrass (0-24% Exotics)	1.11	<0.1
6412 E1	Freshwater Marsh, Cattail (0-24% Exotics)	13.07	0.3
6419 E1	Freshwater Marsh, Disturbed (0-24% Exotics)	100.20	2.4

Table 1. (Continued)

FLUCFCS Code	Description	Acreage	Percent of Total
6419 E2	Freshwater Marsh, Disturbed (25-49% Exotics)	2.77	0.1
6419 E3	Freshwater Marsh, Disturbed (50-75% Exotics)	12.53	0.3
6419 E4	Freshwater Marsh, Disturbed (76-100% Exotics)	56.11	1.3
6439 E1	Wet Prairies, Disturbed (0-24% Exotics)	8.10	0.2
6439 E2	Wet Prairies, Disturbed (25-49% Exotics)	0.43	<0.1
6439 E3	Wet Prairies, Disturbed (50-75% Exotics)	0.12	<0.1
6439 E4	Wet Prairies, Disturbed (76-100% Exotics)	24.22	0.6
740	Disturbed Land	31.60	0.8
7401	Disturbed Land, Hydric	15.79	0.4
742	Borrow Area	<0.01	<0.1
742*	Borrow Area	0.23	<0.1
743	Spoil Area	8.38	0.2
747	Berm	118.28	2.8
8146	Dirt Road	5.73	0.1
8321	Electrical Power Transmission Line, Hydric	5.05	0.1
	Total	4,202.30	100.0

*Denotes FDEP and COE Wetland

**Denotes FDEP other surface water

***Denotes COE Isolated Wetland

Citrus Grove (FLUCFCS Code 221)

This upland habitat type contains active citrus trees in the canopy and sub-canopy. The ground cover contains sod grass (*Poaceae* sp.), Florida tasselflower (*Emilia fosbergii*), beggar-tick (*Bidens alba*), water pennywort (*Hydrocotyle umbellata*), thistle (*Cirsium* sp.), wild balsam apple (*Momordica charantia*), ragweed (*Ambrosia* sp.), lantana (*Lantana camara*), caesarweed (*Urena lobata*), torpedograss (*Panicum repens*), and widely scattered primrose willow (*Ludwigia peruviana*).

Palmetto Prairie, Disturbed (0-24% Exotics) (FLUCFCS Code 3219 E1)

This upland habitat type contains widely scattered melaleuca and scattered slash pine (*Pinus elliottii*) in the canopy. The sub-canopy is dominated by saw palmetto (*Serenoa repens*) and also contains scattered wax myrtle (*Myrica cerifera*). The ground cover is dominated by saw palmetto and also contains widely scattered swamp fern (*Blechnum serrulatum*).

Palmetto Prairie, Disturbed (25-49% Exotics) (FLUCFCS Code 3219 E2)

This disturbed upland habitat type is similar to that of FLUCFCS Code 3219 E1, except with higher concentrations of Brazilian pepper in the sub-canopy.

Palmetto Prairie, Disturbed (50-75% Exotics) (FLUCFCS Code 3219 E3)

This disturbed upland habitat type is similar to that of FLUCFCS Code 3219 E2, except with higher concentrations of Brazilian pepper in the sub-canopy.

Palmetto Prairie, Disturbed (76-100% Exotics) (FLUCFCS Code 3219 E4)

This upland habitat type is similar to that of FLUCFCS Code 3219 E3, except with higher concentrations of Brazilian pepper in the sub-canopy.

Pine Flatwoods, Disturbed (0-24% Exotics) (FLUCFCS Code 4119 E1)

This upland habitat type is dominated by slash pine in the canopy and also contains cabbage palm (*Sabal palmetto*) and scattered melaleuca. The sub-canopy contains slash pine, cabbage palm, myrsine (*Rapanea punctata*), scattered wax myrtle, scattered melaleuca, and scattered Brazilian pepper. The ground cover is dominated by saw palmetto and also contains wax myrtle, caesarweed, wiregrass (*Aristida stricta*), blackberry (*Rubus* sp.), ragweed, melaleuca, and Brazilian pepper.

Pine Flatwoods, Disturbed (25-49% Exotics) (FLUCFCS Code 4119 E2)

This upland habitat type is similar to that of FLUCFCS Code 4119 E1, except with higher concentrations of Brazilian pepper and melaleuca in the canopy and sub-canopy.

Pine Flatwoods, Disturbed (50-75% Exotics) (FLUCFCS Code 4119 E3)

This disturbed upland habitat type is similar to that of FLUCFCS Code 4119 E2, except with higher concentrations of Brazilian pepper in the sub-canopy.

Pine, Disturbed (0-24% Exotics) (FLUCFCS Code 4159 E1)

This upland habitat type is dominated by slash pine in the canopy. The sub-canopy contains slash pine and scattered Brazilian pepper. The ground cover contains pineland heliotrope (*Heliotropium polyphyllum*), wax myrtle, caesarweed, wiregrass, blackberry, ragweed, melaleuca, and Brazilian pepper.

Brazilian Pepper, Hydric (FLUCFCS Code 4221)

This disturbed wetland habitat type is dominated by Brazilian pepper in the canopy and sub-canopy. The ground cover is mostly open.

Melaleuca, Hydric (FLUCFCS Code 4241)

This disturbed wetland habitat type is dominated by melaleuca in the canopy and also contains widely scattered slash pine and bald cypress (*Taxodium distichum*). The sub-canopy is dominated by melaleuca and also contains widely scattered bald cypress and wax myrtle. The ground cover contains wax myrtle, rosy camphorweed (*Pluchea rosea*), and scattered beaksedge (*Rhynchospora microcarpa*).

Live Oak, Disturbed (0-24% Exotics) (FLUCFCS Code 4279 E1)

This upland habitat type is dominated by live oak (*Quercus virginiana*) and laurel oak (*Quercus laurifolia*), and also contains cabbage palm in the canopy. The sub-canopy contains cabbage palm, laurel oak, and wax myrtle. The ground cover contains saw palmetto, cabbage palm, and scattered swamp fern.

Live Oak, Disturbed (25-49% Exotics) (FLUCFCS Code 4279 E2)

This upland habitat type is similar to that of FLUCFCS Code 4279 E1, except with higher concentrations of Brazilian pepper and melaleuca in the canopy and sub-canopy.

Cabbage Palm, Disturbed, Hydric (0-24% Exotics) (FLUCFCS Code 4281 E1)

This wetland habitat type is dominated by cabbage palm in the canopy. The sub-canopy contains cabbage palm and scattered wax myrtle. The ground cover contains beaksedge (*Rhynchospora* sp.) and swamp fern.

Cabbage Palm, Disturbed (0-24% Exotics) (FLUCFCS Code 4289 E1)

This upland habitat type is dominated by cabbage palm and also contains scattered laurel oak in the canopy. The sub-canopy contains saw palmetto, wax myrtle, cabbage palm, melaleuca, and Brazilian pepper. The ground cover is dominated by saw palmetto and also contains scattered swamp fern.

Cabbage Palm, Disturbed (25-49% Exotics) (FLUCFCS Code 4289 E2)

This upland habitat type is similar to that of FLUCFCS Code 4289 E1, except with higher concentrations of Brazilian pepper in the sub-canopy.

Wax Myrtle/Willow, Hydric (0-24% Exotics) (FLUCFCS Code 4291 E1)

This wetland habitat type contains an open canopy. The sub-canopy is dominated by wax myrtle and willow (*Salix caroliniana*) and also contains saltbush (*Baccharis halimifolia*), slash pine, and Brazilian pepper. The ground cover contains bushy bluestem (*Andropogon glomeratus*), broomsedge (*Andropogon virginicus*), gulfdune paspalum (*Paspalum monostachyum*), Asiatic pennywort (*Centella asiatica*), and water pennywort.

Wax Myrtle/Willow, Hydric (25-49% Exotics) (FLUCFCS Code 4291 E2)

This wetland habitat type is similar to that of FLUCFCS Code 4291 E1, except with higher concentrations of Brazilian pepper in the sub-canopy.

Wax Myrtle/Willow, Hydric (50-75% Exotics) (FLUCFCS Code 4291 E3)

This disturbed wetland habitat type is similar to that of FLUCFCS Code 4291 E2, except with higher concentrations of Brazilian pepper in the sub-canopy.

Hardwood/Conifer Mixed, Disturbed (0-24% Exotics) (FLUCFCS Code 4349 E1)

This upland habitat type contains slash pine, cabbage palm, laurel oak, live oak, and scattered melaleuca in the canopy. The sub-canopy contains slash pine, cabbage palm, laurel oak, live oak, and Brazilian pepper. The ground cover is dominated by saw palmetto and also contains cabbage palm, laurel oak, water pennywort, spermacoce (*Spermacoce verticillata*), bahiagrass (*Paspalum notatum*), and scattered swamp fern.

Hardwood/Conifer Mixed, Disturbed (25-49% Exotics) (FLUCFCS Code 4349 E2)

This upland habitat type is similar to that of FLUCFCS Code 4349 E1, except with higher concentrations of Brazilian pepper in the sub-canopy.

Hardwood/Conifer Mixed, Disturbed (50-75% Exotics) (FLUCFCS Code 4349 E3)

This disturbed upland habitat type is similar to that of FLUCFCS Code 4349 E2, except with higher concentrations of Brazilian pepper in the sub-canopy.

Ditch (FLUCFCS Code 514)

This other surface water (OSW) has an open canopy. The sub-canopy along the banks and within the ditches contains willow, primrose willow, Brazilian pepper, and wax myrtle. The ground cover contains water spangles (*Salvinia minima*), pickerelweed (*Pontedaria cordata*), maidencane (*Panicum hemitomon*), primrose willow, cattail (*Typha* sp.), and the exotic species torpedograss. The ditches are associated with the citrus groves.

Shallow Pond (FLUCFCS Code 525)

This area contains minimal vegetation.

Mixed Wetland Hardwoods, Disturbed (0-24% Exotics) (FLUCFCS Code 6179 E1)

This wetland habitat type contains laurel oak, swamp bay (*Persea palustris*), cabbage palm, bald cypress, and melaleuca in the canopy. The sub-canopy contains cabbage palm, dahoon holly (*Ilex cassine*), myrsine, and Brazilian pepper. The ground cover contains swamp fern and scattered saw palmetto.

Mixed Wetland Hardwoods, Disturbed (25-49% Exotics) (FLUCFCS Code 6179 E2)

This wetland habitat type is similar to that of FLUCFCS Code 6179 E1, but contains a higher concentration of melaleuca in the canopy and Brazilian pepper in the sub-canopy.

Mixed Wetland Hardwoods, Disturbed (50-75% Exotics) (FLUCFCS Code 6179 E3)

This disturbed wetland habitat type is similar to that of FLUCFCS Code 6179 E2, but contains a higher concentration of melaleuca in the canopy and Brazilian pepper in the sub-canopy.

Willow, Disturbed (0-24% Exotics) (FLUCFCS Code 6189 E1)

This wetland habitat type contains an open canopy with scattered willow and red maple (*Acer rubrum*). The sub-canopy is dominated by willow and also contains scattered primrose willow and Brazilian pepper. The ground cover contains maidencane, water pennywort, Asiatic pennywort, and spike rush (*Eleocharis* sp.).

Willow, Disturbed (50-75% Exotics) (FLUCFCS Code 6189 E3)

This disturbed wetland habitat type is dominated by willow in the canopy and also contains scattered melaleuca, bald cypress, cabbage palm, and red maple. The sub-canopy is dominated by willow, wax myrtle, and Brazilian pepper and also contains scattered bald cypress, scattered melaleuca, and scattered red maple. The ground cover contains sawgrass (*Cladium jamaicense*), leather fern (*Acrostichum* sp.), swamp fern, wax myrtle, Brazilian pepper, saltbush, bushy bluestem, water pennywort, shield fern (*Thelypteris* sp.), and scattered fireflag (*Thalia*

geniculata). The invasive exotic vine Old World climbing fern (*Lygodium microphyllum*) has taken over some of the wetlands.

Willow, Disturbed (76-100% Exotics) (FLUCFCS Code 6189 E4)

This disturbed wetland habitat is similar to that of FLUCFCS Code 6189 E3, except with higher concentrations of primrose willow and Brazilian pepper in the sub-canopy.

Cypress, Disturbed and Drained (0-24% Exotics) (FLUCFCS Code 6215 E2)

This disturbed and drained upland habitat contains bald cypress, scattered live oak, and cabbage palm in the canopy. The sub-canopy contains Brazilian pepper and wax myrtle. The ground cover contains caesarweed, Boston fern (*Nephrolepis exaltata*), smutgrass (*Sporobolus indicus*), ragweed, hairy beggar-tick (*Bidens pilosa*), flatsedge (*Cyperus ligularis*), and dog fennel (*Eupatorium capillifolium*). The vine layer contains muscadine grape (*Vitis rotundifolia*).

Cypress, Disturbed (0-24% Exotics) (FLUCFCS Code 6219 E1)

This wetland habitat type is dominated by bald cypress and also contains scattered melaleuca, scattered laurel oak, scattered red maple, and scattered slash pine in the canopy. The sub-canopy contains bald cypress, cabbage palm, wax myrtle, dahoon holly, pond apple (*Annona glabra*), myrsine, scattered red maple, scattered Brazilian pepper, and scattered melaleuca. The ground cover contains swamp fern, Asiatic pennywort, saltbush, bog-hemp (*Boehmeria cylindrica*), wax myrtle, cabbage palm, rosy camphorweed, coco plum (*Chrysobalanus icaco*), spike rush, maidencane, torpedograss, saw palmetto, panicum (*Panicum* sp.), sawgrass, and widely scattered cattail. The vine layer contains morning glory (*Ipomoea* sp.), climbing hempvine (*Mikania scandens*), greenbrier (*Smilax* sp.), and muscadine grape.

Cypress, Disturbed (25-49% Exotics) (FLUCFCS Code 6219 E2)

This wetland habitat is similar to that of FLUCFCS Code 6219 E1, except with higher concentrations of melaleuca and Brazilian pepper in the canopy and sub-canopy.

Cypress, Disturbed (50-75% Exotics) (FLUCFCS Code 6219 E3)

This disturbed wetland habitat is similar to that of FLUCFCS Code 6219 E2, except with higher concentrations of melaleuca and Brazilian pepper in the canopy and sub-canopy.

Cypress, Disturbed (76-100% Exotics) (FLUCFCS Code 6219 E4)

This disturbed wetland habitat type is dominated by bald cypress and melaleuca in the canopy and also contains scattered dahoon holly. The sub-canopy contains bald cypress, melaleuca, Brazilian pepper, and wax myrtle. The ground cover contains swamp fern, water pennywort, wax myrtle, little blue maidencane (*Amphicarpum muhlenbergianum*), Asiatic pennywort, royal fern (*Osmunda regalis*), shield fern, bushy bluestem, Brazilian pepper, rosy camphorweed, maidencane, scattered pickerelweed, and scattered spike rush. The vine layer contains climbing hempvine. The invasive exotic vine Old World climbing fern has taken over the northernmost isolated wetland.

Cypress/Pine, Disturbed and Drained (0-24% Exotics) (FLUCFCS Code 6245 E1)

This disturbed upland habitat type contains slash pine, bald cypress, cabbage palm, and scattered melaleuca in the canopy. The sub-canopy contains slash pine, bald cypress, cabbage palm,

myrsine, scattered melaleuca, and scattered Brazilian pepper. The ground cover contains saw palmetto and swamp fern.

Cypress/Pine/Cabbage Palm, Disturbed (0-24% Exotics) (FLUCFCS Code 6249 E1)

This wetland habitat type contains slash pine, bald cypress, cabbage palm, and scattered melaleuca in the canopy. The sub-canopy contains slash pine, bald cypress, cabbage palm, myrsine, scattered melaleuca, and scattered Brazilian pepper. The ground cover contains swamp fern, Asiatic pennywort, cabbage palm, wiregrass, melaleuca, torpedograss, maidencane, gulfdune paspalum, wax myrtle, beaksedge, corkwood (*Stillingia aquatica*), and widely scattered saw palmetto.

Cypress/Pine/Cabbage Palm, Disturbed (25-49% Exotics) (FLUCFCS Code 6249 E2)

This wetland habitat type is similar to that of FLUCFCS Code 6249 E1, except with higher concentrations of Brazilian pepper and melaleuca in the canopy and sub-canopy, and also contains scattered downy rose myrtle (*Rhodomyrtus tomentosus*) in the sub-canopy.

Cypress/Pine/Cabbage Palm, Disturbed (50-75% Exotics) (FLUCFCS Code 6249 E3)

This disturbed wetland habitat type is similar to that of FLUCFCS Code 6249 E2 except with higher concentrations of Brazilian pepper, melaleuca, and downy rose myrtle in the sub-canopy.

Cypress/Pine/Cabbage Palm, Disturbed (76-100% Exotics) (FLUCFCS Code 6249 E4)

This disturbed wetland habitat type is similar to that of FLUCFCS Code 6249 E3 except with higher concentrations of Brazilian pepper, melaleuca, and downy rose myrtle in the sub-canopy.

Pine, Hydric, Disturbed (0-24% Exotics) (FLUCFCS Code 6259 E1)

This wetland habitat type is dominated by slash pine and also contains scattered cabbage palm and widely scattered melaleuca. The sub-canopy contains slash pine, wax myrtle, cabbage palm, scattered Brazilian pepper, and widely scattered melaleuca. The ground cover is dominated by wiregrass and also includes torpedograss, ragweed, swamp fern, little blue maidencane, caesarweed, frog fruit (*Phyla nodiflora*), rosy camphorweed, Asiatic pennywort, Brazilian pepper, tickseed (*Coreopsis* sp.), pineland heliotrope, and scattered saw palmetto. The vine layer contains climbing hempvine and muscadine grape.

Pine, Hydric, Disturbed (25-49% Exotics) (FLUCFCS Code 6259 E2)

This wetland habitat type is similar to that of FLUCFCS Code 6259 E1, but with higher concentrations of melaleuca and Brazilian pepper in the canopy and sub-canopy.

Pine, Hydric, Disturbed (50-75% Exotics) (FLUCFCS Code 6259 E3)

This disturbed wetland habitat type is similar to that of FLUCFCS Code 6259 E2, but with higher concentrations of melaleuca in the canopy and sub-canopy.

Pine, Hydric, Disturbed (76-100% Exotics) (FLUCFCS Code 6259 E4)

This disturbed wetland habitat type is similar to that of FLUCFCS Code 6259 E3, but with higher concentrations of melaleuca in the canopy and sub-canopy.

Mixed Wetland Forest, Disturbed (0-24% Exotics) (FLUCFCS Code 6309 E1)

This wetland habitat type contains red maple, bald cypress, and laurel oak in the canopy. The sub-canopy contains red maple, bald cypress, laurel oak, myrsine, wax myrtle, Brazilian pepper, swamp bay, and cabbage palm. The ground cover includes swamp fern, tickseed, coco plum, red maple, maidencane, fennel (*Foeniculum vulgare*), cinnamon fern (*Osmunda cinnamomea*), rosy camphorweed, and cabbage palm. The vine layer contains muscadine grape and climbing hempvine.

Mixed Wetland Forest, Disturbed (25-49% Exotics) (FLUCFCS Code 6309 E2)

This wetland habitat type is similar to that of FLUCFCS Code 6309 E1, but with higher concentrations of melaleuca and Brazilian pepper in the canopy and sub-canopy.

Mixed Wetland Forest, Disturbed (50-75% Exotics) (FLUCFCS Code 6309 E3)

This disturbed wetland habitat type is similar to that of FLUCFCS Code 6309 E2, but with higher concentrations of Brazilian pepper in the sub-canopy.

Freshwater Marsh, Sawgrass (0-24% Exotics) (FLUCFCS Code 6411 E1)

This wetland habitat type contains a predominately open canopy and sub-canopy. The ground cover is dominated by sawgrass.

Freshwater Marsh, Cattail (0-24% Exotics) (FLUCFCS Code 6412 E1)

This disturbed wetland habitat type contains a predominately open canopy and sub-canopy. The ground cover is dominated by cattail.

Freshwater Marsh, Disturbed (0-24% Exotics) (FLUCFCS Code 6419 E1)

This wetland habitat type contains scattered cypress and widely scattered melaleuca in the canopy. The sub-canopy contains scattered cypress, widely scattered willow, cabbage palm, primrose willow, and pond apple. The ground cover contains sawgrass, maidencane, corkwood, swamp fern, shield fern, smartweed (*Polygonum* sp.), spike rush, arrowhead (*Sagittaria lancifolia*), pickerelweed, fireflag, cattail, and the exotic species torpedograss.

Freshwater Marsh, Disturbed (25-49% Exotics) (FLUCFCS Code 6419 E2)

This disturbed wetland habitat type is similar to that of FLUCFCS Code 6419 E1, but with widely scattered melaleuca in the canopy, sub-canopy, and higher densities of torpedograss in the ground cover.

Freshwater Marsh, Disturbed (50-75% Exotics) (FLUCFCS Code 6419 E3)

This disturbed wetland habitat type is similar to that of FLUCFCS Code 6419 E2, but with higher densities of torpedograss in the ground cover.

Freshwater Marsh, Disturbed (75-100% Exotics) (FLUCFCS Code 6419 E4)

This disturbed wetland habitat type is similar to that of FLUCFCS Code 6419 E3, but with higher densities of torpedograss in the ground cover.

Wet Prairies, Disturbed (0-24% Exotics) (FLUCFCS Code 6439 E1)

This wetland habitat type contains widely scattered slash pine and cypress in the canopy. The sub-canopy contains wax myrtle and widely scattered bald cypress. The ground cover contains panicum, wax myrtle, frog fruit, sand cordgrass (*Spartina bakeri*), gulfdune paspalum, corkwood, maidencane, wiregrass, bushy bluestem, rosy camphorweed, and scattered sawgrass.

Wet Prairies, Disturbed (25-49% Exotics) (FLUCFCS Code 6439 E2)

This wetland habitat type contains widely scattered cypress in the canopy. The sub-canopy contains scattered Brazilian pepper, buckthorn (*Sideroxylon reclinatum*), and slash pine. The ground cover contains panicum, rosy camphorweed, rush fuirena (*Fuirena scirpoidea*), frog fruit, and torpedograss.

Wet Prairies, Disturbed (50-75% Exotics) (FLUCFCS Code 6439 E3)

This disturbed wetland habitat type is similar to that of FLUCFCS Code 6439 E2, but with widely scattered melaleuca in the canopy and sub-canopy, and higher densities of torpedograss in the ground cover.

Wet Prairies, Disturbed (76-100% Exotics) (FLUCFCS Code 6439 E4)

This disturbed wetland habitat type contains an open canopy. The sub-canopy contains scattered melaleuca, scattered willow, and scattered wax myrtle. The ground cover is dominated by the exotic species torpedograss and also contains cattail and sawgrass.

Disturbed Land (FLUCFCS Code 740)

This disturbed upland area contains widely scattered slash pine in the canopy. The sub-canopy contains scattered slash pine, Brazilian pepper, and wax myrtle. The ground cover contains sod grass, dog fennel, beggar-tick, crowfoot grass (*Dactyloctenium aegyptium*), balsam apple, bahiagrass, lantana, caesarweed, natalgrass (*Rhynchelytrum repens*), and scattered saw palmetto.

Disturbed Land, Hydric (FLUCFCS Code 7401)

This disturbed wetland area contains scattered slash pine in the canopy. The sub-canopy contains scattered wax myrtle, melaleuca, primrose willow, Brazilian pepper, and bald cypress. The ground cover contains cattail, torpedograss, maidencane, little blue maidencane, Asiatic pennywort, slash pine, and primrose willow. The vine layer contains climbing hempvine.

Borrow Area (FLUCFCS Code 742)

This potential OSW contains minimal vegetation. The borrow area appears to have been created to acquire fill for a berm connecting two adjacent citrus groves.

Spoil Area (FLUCFCS Code 743)

There are several spoil areas throughout the property. Most of the piles appear to have been created when the agricultural ditches were dug out. The canopy and sub-canopy of the spoil contains scattered slash pine and Brazilian pepper. The ground cover contains caesarweed, maidencane, natalgrass, dog fennel, ragweed, and torpedograss.

Berm (FLUCFCS Code 747)

There are maintained berms surrounding the exterior of a majority of the wetland systems. The berms contain an open canopy. The sub-canopy contains scattered Brazilian pepper. The ground cover contains ragweed, Florida tasselflower, natalgrass, lantana, beggar-tick, bahiagrass, caesarweed, and dog fennel.

Dirt Road (FLUCFCS Code 8146)

A dirt road runs in a north-south direction along the northeast portion of the property.

Electrical Power Transmission Line, Hydric (FLUCFCS Code 8321)

There are two sets of power lines that run in a northwest-southeast direction on the northern portion of the property. The land is maintained and contains torpedograss in the ground cover.

SURVEY METHODOLOGY AND DISCUSSION

As outlined in the LDC, surveys for Lee County protected species were based on the presence of specific vegetation associations and habitat types identified on-site. The frequency of transects performed in these habitats, unless otherwise discussed, were designed to meet or exceed the 80 percent minimum coverage requirement. A cursory review was also conducted in those habitats not technically required to be surveyed per the LDC. Based on experience and past conversations with Lee County’s Division of Environmental Sciences (DES), these areas were reviewed for certain protected species as a precautionary measure. Table 2 outlines the protected species that may inhabit or utilize a particular vegetation association, according to the LDC, as well as those habitats reviewed as a precautionary measure.

Table 2. Potential Lee County Protected Species by Habitat Type

FLUCFCS Code and Description		Potential Protected Species
221*	Citrus Grove	Crested Caracara (<i>Caracara cheriway</i>)
3219 E1 3219 E2 3219 E3 3219 E4	Palmetto Prairie, Disturbed (0-100% Exotics)	Eastern Indigo Snake (<i>Drymarchon couperi</i>)
		Gopher Tortoise (<i>Gopherus polyphemus</i>)
		Gopher Frog (<i>Rana capito</i>)
		Florida Sandhill Crane (<i>Grus canadensis pratensis</i>)
		Southeastern American Kestrel (<i>Falco sparverius paulus</i>)
		Crested Caracara (<i>Caracara cheriway</i>)
		Florida Black Bear (<i>Ursus americanus floridanus</i>)
		Beautiful Pawpaw (<i>Deeringothamnus pulchellus</i>)
		Curtis Milkweed (<i>Asclepias curtissii</i>)
		Fakahatchee Burmania (<i>Burmania flava</i>)
Florida Coontie (<i>Zamia floridana</i>)		

Table 2. (Continued)

FLUCFCS Code and Description		Potential Protected Species
4119 E1 4119 E2 4119 E3	Pine Flatwoods, Disturbed (0-75% Exotics)	Eastern Indigo Snake (<i>Drymarchon couperi</i>)
		Gopher Tortoise (<i>Gopherus polyphemus</i>)
		Gopher Frog (<i>Rana capito</i>)
		Southeastern American Kestrel (<i>Falco sparverius paulus</i>)
		Red-Cockaded Woodpecker (<i>Picoides borealis</i>)
		Bald Eagle (<i>Haliaeetus leucocephalus</i>)
		Big Cypress Fox Squirrel (<i>Sciurus niger avicennia</i>)
		Florida Panther (<i>Puma concolor coryi</i>)
		Florida Black Bear (<i>Ursus americanus floridanus</i>)
		Beautiful Pawpaw (<i>Deeringothamnus pulchellus</i>)
		Fakahatchee Burmania (<i>Burmania flava</i>)
		Satinleaf (<i>Chrysophyllum oliviforme</i>)
Florida Coontie (<i>Zamia floridana</i>)		
4159 E1*	Pine, Disturbed (0-24% Exotics)	Eastern Indigo Snake (<i>Drymarchon couperi</i>)
		Gopher Tortoise (<i>Gopherus polyphemus</i>)
		Gopher Frog (<i>Rana capito</i>)
		Southeastern American Kestrel (<i>Falco sparverius paulus</i>)
		Red-Cockaded Woodpecker (<i>Picoides borealis</i>)
		Bald Eagle (<i>Haliaeetus leucocephalus</i>)
		Big Cypress Fox Squirrel (<i>Sciurus niger avicennia</i>)
		Florida Panther (<i>Puma concolor coryi</i>)
		Florida Black Bear (<i>Ursus americanus floridanus</i>)
		Beautiful Pawpaw (<i>Deeringothamnus pulchellus</i>)
		Fakahatchee Burmania (<i>Burmania flava</i>)
		Satinleaf (<i>Chrysophyllum oliviforme</i>)
Florida Coontie (<i>Zamia floridana</i>)		
4221*	Brazilian Pepper, Hydric	Eastern Indigo Snake (<i>Drymarchon couperi</i>)
		Gopher Frog (<i>Rana capito</i>)
4241*	Melaleuca, Hydric	Eastern Indigo Snake (<i>Drymarchon couperi</i>)
		Gopher Frog (<i>Rana capito</i>)
		Big Cypress Fox Squirrel (<i>Sciurus niger avicennia</i>)
4279 E1 4279 E2	Live Oak, Disturbed (0-49% Exotics)	Eastern Indigo Snake (<i>Drymarchon couperi</i>)
		Gopher Tortoise (<i>Gopherus polyphemus</i>)
		Florida Panther (<i>Puma concolor coryi</i>)
		Florida Black Bear (<i>Ursus americanus floridanus</i>)

Table 2. (Continued)

FLUCFCS Code and Description		Potential Protected Species
4279 E1 4279 E2	Live Oak, Disturbed (0-49% Exotics) (Continued)	Simpson's Stopper (<i>Myrcianthes fragrans</i> var. <i>simpsonii</i>)
		Hand Adder's Tongue Fern (<i>Ophioglossum palmatum</i>)
		Twisted Air Plant (<i>Tillandsia flexuosa</i>)
		Eastern Indigo Snake (<i>Drymarchon couperi</i>)
		Little Blue Heron (<i>Egretta caerulea</i>)
		Snowy Egret (<i>Egretta thula</i>)
		Tri-Colored Heron (<i>Egretta tricolor</i>)
		Crested Caracara (<i>Caracara cheriway</i>)
		Florida Panther (<i>Puma concolor coryi</i>)
		Florida Black Bear (<i>Ursus americanus floridanus</i>)
		Simpson's Stopper (<i>Myrcianthes fragrans</i> var. <i>simpsonii</i>)
4289 E1 4289 E2	Cabbage Palm, Disturbed (0-49% Exotics)	Eastern Indigo Snake (<i>Drymarchon couperi</i>)
		Crested Caracara (<i>Caracara cheriway</i>)
		Florida Panther (<i>Puma concolor coryi</i>)
		Florida Black Bear (<i>Ursus americanus floridanus</i>)
		Simpson's Stopper (<i>Myrcianthes fragrans</i> var. <i>simpsonii</i>)
4291 E1* 4291 E2* 4291 E3*	Wax Myrtle/Willow, Hydric (0-75% Exotics)	Limpkin (<i>Aramus guarauna</i>)
		Little Blue Heron (<i>Egretta caerulea</i>)
		Snowy Egret (<i>Egretta thula</i>)
		Tri-Colored Heron (<i>Egretta tricolor</i>)
4349 E1 4349 E2 4349 E3	Hardwood/Conifer Mixed, Disturbed (0-75% Exotics)	Florida Panther (<i>Puma concolor coryi</i>)
514	Ditch	American Alligator (<i>Alligator mississippiensis</i>)
		Roseate Spoonbill (<i>Ajaia ajaja</i>)
		Limpkin (<i>Aramus guarauna</i>)
		Little Blue Heron (<i>Egretta caerulea</i>)
		Reddish Egret (<i>Egretta rufescens</i>)
		Snowy Egret (<i>Egretta thula</i>)
		Tri-Colored Heron (<i>Egretta tricolor</i>)
		Everglades Mink (<i>Mustela vison evergladensis</i>)

Table 2. (Continued)

FLUCFCS Code and Description		Potential Protected Species
525	Shallow Pond	American Alligator (<i>Alligator mississippiensis</i>)
		Roseate Spoonbill (<i>Ajaia ajaja</i>)
		Limpkin (<i>Aramus guarauna</i>)
		Little Blue Heron (<i>Egretta caerulea</i>)
		Reddish Egret (<i>Egretta rufescens</i>)
		Snowy Egret (<i>Egretta thula</i>)
		Tri-Colored Heron (<i>Egretta tricolor</i>)
		Everglade Snail Kite (<i>Rostrhamus sociabilis plumbeus</i>)
		Everglades Mink (<i>Mustela vison evergladensis</i>)
6179 E1 6179 E2 6179 E3	Mixed Wetland Hardwoods, Disturbed (0-75% Exotics)	Limpkin (<i>Aramus guarauna</i>)
		Little Blue Heron (<i>Egretta caerulea</i>)
		Snowy Egret (<i>Egretta thula</i>)
		Tri-Colored Heron (<i>Egretta tricolor</i>)
		Florida Panther (<i>Puma concolor coryi</i>)
		Florida Black Bear (<i>Ursus americanus floridanus</i>)
6189 E1* 6189 E3* 6189 E4*	Willow, Disturbed (0-75% Exotics; 50-100% Exotics)	American Alligator (<i>Alligator mississippiensis</i>)
		Roseate Spoonbill (<i>Ajaia ajaja</i>)
		Little Blue Heron (<i>Egretta caerulea</i>)
		Reddish Egret (<i>Egretta rufescens</i>)
		Snowy Egret (<i>Egretta thula</i>)
		Tri-Colored Heron (<i>Egretta tricolor</i>)
		Wood Stork (<i>Mycteria americana</i>)
		Brown Pelican (<i>Pelecanus occidentalis</i>)
		Big Cypress Fox Squirrel (<i>Sciurus niger avicennia</i>)
		Florida Black Bear (<i>Ursus americanus floridanus</i>)
		Twisted Air Plant (<i>Tillandsia flexuosa</i>)
		Prickly Apple (<i>Cereus gracilis</i>)
6215 E2	Cypress, Disturbed and Drained (25-49% Exotics)	Gopher Frog (<i>Rana capito</i>)
		Arctic Peregrine Falcon (<i>Falco peregrinus tundrius</i>)
		Everglades Mink (<i>Mustela vison evergladensis</i>)
		Big Cypress Fox Squirrel (<i>Sciurus niger avicennia</i>)
		Florida Panther (<i>Puma concolor coryi</i>)
		Florida Black Bear (<i>Ursus americanus floridanus</i>)
6219 E1 6219 E2 6219 E3 6219 E4	Cypress, Disturbed (0-100% Exotics)	American Alligator (<i>Alligator mississippiensis</i>)
		Gopher Frog (<i>Rana capito</i>)
		Limpkin (<i>Aramus guarauna</i>)
		Little Blue Heron (<i>Egretta caerulea</i>)
		Snowy Egret (<i>Egretta thula</i>)
		Tri-Colored Heron (<i>Egretta tricolor</i>)

Table 2. (Continued)

FLUCFCS Code and Description		Potential Protected Species
6219 E1 6219 E2 6219 E3 6219 E4	Cypress, Disturbed (0-100% Exotics) (Continued)	Wood Stork (<i>Mycteria americana</i>)
		Arctic Peregrine Falcon (<i>Falco peregrinus tundrius</i>)
		Big Cypress Fox Squirrel (<i>Sciurus niger avicennia</i>)
		Everglades Mink (<i>Mustela vison evergladensis</i>)
		Florida Panther (<i>Puma concolor coryi</i>)
		Florida Black Bear (<i>Ursus americanus floridanus</i>)
6245 E1	Cypress/Pine, Disturbed and Drained (0-24% Exotics)	Gopher Frog (<i>Rana capito</i>)
		Big Cypress Fox Squirrel (<i>Sciurus niger avicennia</i>)
		Florida Panther (<i>Puma concolor coryi</i>)
		Florida Black Bear (<i>Ursus americanus floridanus</i>)
6249 E1 6249 E2 6249 E3 6249 E4	Cypress/Pine/Cabbage Palm, Disturbed (0-100% Exotics)	Gopher Frog (<i>Rana capito</i>)
		Little Blue Heron (<i>Egretta caerulea</i>)
		Snowy Egret (<i>Egretta thula</i>)
		Tri-Colored Heron (<i>Egretta tricolor</i>)
		Arctic Peregrine Falcon (<i>Falco peregrinus tundrius</i>)
		Everglades Mink (<i>Mustela vison evergladensis</i>)
		Big Cypress Fox Squirrel (<i>Sciurus niger avicennia</i>)
		Florida Panther (<i>Puma concolor coryi</i>)
Florida Black Bear (<i>Ursus americanus floridanus</i>)		
6259 E1 6259 E2 6259 E3 6259 E4	Pine, Hydric, Disturbed (0-100% Exotics)	Gopher Frog (<i>Rana capito</i>)
		Little Blue Heron (<i>Egretta caerulea</i>)
		Snowy Egret (<i>Egretta thula</i>)
		Tri-Colored Heron (<i>Egretta tricolor</i>)
		Arctic Peregrine Falcon (<i>Falco peregrinus tundrius</i>)
		Bald Eagle (<i>Haliaeetus leucocephalus</i>)
		Everglades Mink (<i>Mustela vison evergladensis</i>)
		Big Cypress Fox Squirrel (<i>Sciurus niger avicennia</i>)
6309 E1 6309 E2 6309 E3	Mixed Wetland Forest, Disturbed (0-75% Exotics)	American Alligator (<i>Alligator mississippiensis</i>)
		Gopher Frog (<i>Rana capito</i>)
		Limpkin (<i>Aramus guarauna</i>)
		Little Blue Heron (<i>Egretta caerulea</i>)
		Snowy Egret (<i>Egretta thula</i>)
		Tri-Colored Heron (<i>Egretta tricolor</i>)
		Wood Stork (<i>Mycteria americana</i>)
		Everglades Mink (<i>Mustela vison evergladensis</i>)
		Florida Panther (<i>Puma concolor coryi</i>)
Florida Black Bear (<i>Ursus americanus floridanus</i>)		
6411 E1	Freshwater Marsh, Sawgrass (0-24% Exotics)	American Alligator (<i>Alligator mississippiensis</i>)
		Limpkin (<i>Aramus guarauna</i>)
		Little Blue Heron (<i>Egretta caerulea</i>)
		Reddish Egret (<i>Egretta rufescens</i>)

Table 2. (Continued)

FLUCFCS Code and Description		Potential Protected Species
6411 E1	Freshwater Marsh, Sawgrass (0-24% Exotics) (Continued)	Snowy Egret (<i>Egretta thula</i>)
		Tri-Colored Heron (<i>Egretta tricolor</i>)
		Florida Sandhill Crane (<i>Grus canadensis pratensis</i>)
		Wood Stork (<i>Mycteria americana</i>)
		Everglade Snail Kite (<i>Rostrhamus sociabilis plumbeus</i>)
		Everglades Mink (<i>Mustela vison evergladensis</i>)
6412 E1	Freshwater Marsh, Cattail (0-24% Exotics)	American Alligator (<i>Alligator mississippiensis</i>)
		Limpkin (<i>Aramus guarauna</i>)
		Little Blue Heron (<i>Egretta caerulea</i>)
		Reddish Egret (<i>Egretta rufescens</i>)
		Snowy Egret (<i>Egretta thula</i>)
		Tri-Colored Heron (<i>Egretta tricolor</i>)
		Florida Sandhill Crane (<i>Grus canadensis pratensis</i>)
		Wood Stork (<i>Mycteria americana</i>)
		Everglade Snail Kite (<i>Rostrhamus sociabilis plumbeus</i>)
Everglades Mink (<i>Mustela vison evergladensis</i>)		
6419 E1 6419 E2 6419 E3 6419 E4	Freshwater Marsh, Disturbed (0-100% Exotics)	American Alligator (<i>Alligator mississippiensis</i>)
		Limpkin (<i>Aramus guarauna</i>)
		Little Blue Heron (<i>Egretta caerulea</i>)
		Reddish Egret (<i>Egretta rufescens</i>)
		Snowy Egret (<i>Egretta thula</i>)
		Tri-Colored Heron (<i>Egretta tricolor</i>)
		Florida Sandhill Crane (<i>Grus canadensis pratensis</i>)
		Wood Stork (<i>Mycteria americana</i>)
		Everglade Snail Kite (<i>Rostrhamus sociabilis plumbeus</i>)
Everglades Mink (<i>Mustela vison evergladensis</i>)		
6439 E1 6439 E2 6439 E3 6439 E4	Wet Prairies, Disturbed (0-100% Exotics)	Limpkin (<i>Aramus guarauna</i>)
		Little Blue Heron (<i>Egretta caerulea</i>)
		Snowy Egret (<i>Egretta thula</i>)
		Tri-Colored Heron (<i>Egretta tricolor</i>)
		Reddish Egret (<i>Egretta rufescens</i>)
		Wood Stork (<i>Mycteria americana</i>)
		Everglade Snail Kite (<i>Rostrhamus sociabilis plumbeus</i>)
Everglades Mink (<i>Mustela vison evergladensis</i>)		
740*	Disturbed Land	Gopher Tortoise (<i>Gopherus polyphemus</i>)

Table 2. (Continued)

FLUCFCS Code and Description		Potential Protected Species
7401*	Disturbed Land, Hydric	Little Blue Heron (<i>Egretta caerulea</i>)
		Snowy Egret (<i>Egretta thula</i>)
		Tri-Colored Heron (<i>Egretta tricolor</i>)
742*	Borrow Area	American Alligator (<i>Alligator mississippiensis</i>)
743	Spoil Area	Gopher Tortoise (<i>Gopherus polyphemus</i>)
747*	Berm	Gopher Tortoise (<i>Gopherus polyphemus</i>)
8146*	Dirt Road	N/A
8321*	Electrical Power Transmission Line, Hydric	N/A

N/A = Not Applicable per the LDC

*This habitat was surveyed for the species indicated as a precautionary measure.

The updated PSS for the Project was conducted by PAI on July 27, 2012; July 15, 16, 18, and 19, 2013; and August 2, 6, 7, 8, 9, 13, and 14, 2013. Surveys were conducted during the daylight hours. Weather conditions during the survey period are summarized in Table 3. The type of survey utilized for the protected species survey included meandering pedestrian transects, per WilsonMiller, Inc. methodology that was previously approved by the county. However, vehicular transects were also used when surveying portions of the grove habitat.

Table 3. Survey Dates and Weather Conditions

Survey Date	Weather Conditions
July 27, 2012	Temperatures in the mid-80s to low 90s, winds WSW 4 mph
July 15, 2013	Temperatures in the low 70s to high 80s, winds E 5 mph
July 16, 2013	Temperatures in the mid-70s to high 80s, winds ENE 9 mph
July 18, 2013	Temperatures in the low 70s to low 80s, winds SE 4 mph
July 19, 2013	Temperatures in the low 70s to high 80s, winds E 5 mph
August 2, 2013	Temperatures in the low 80s to high 90s, winds SW 4 mph
August 6, 2013	Temperatures in the mid-70s to low 90s, winds N 3 mph
August 7, 2013	Temperatures in the low 80s to mid-80s, winds ESE 3 mph
August 8, 2013	Temperatures in the low 70s to low 90s, winds ENE 5 mph
August 9, 2013	Temperatures in the low 70s to low 90s, winds E 6 mph
August 13, 2013	Temperatures in the mid-70s to low 90s, winds NW 5 mph
August 14, 2013	Temperatures in the low 70s to high 80s, winds variable, 2 mph

Visibility in the surveyed habitats varied due to the density of vegetation. A summary of the limits of visibility, number, length of transects walked, and percent of coverage by habitat type is provided in Table 4.

Table 4. Summary of Habitat Coverage

FLUCFCS Code	Description	Total Area (Acres)	Transects Total Length (Feet)	Average Visibility (Feet)¹	Percent of Coverage
221	Citrus Grove ²	2,742.57	447,999	200	30
3219 E1 3219 E2 3219 E3 3219 E4	Palmetto Prairie, Disturbed	3.33	1,451	40	80
4119 E1 4119 E2 4119 E3	Pine Flatwoods, Disturbed	17.79	7,749	40	80
4159 E1	Pine, Disturbed ²	13.01	5,667	40	80
4221	Brazilian Pepper, Hydric ²	0.17	74	40	80
4241	Melaleuca, Hydric ²	99.4	43,299	40	80
4279 E1 4279 E2	Live Oak, Disturbed	1.04	453	40	80
4281 E1	Cabbage Palm, Hydric	0.08	35	40	80
4289 E1 4289 E2	Cabbage Palm, Disturbed	1.78	775	40	80
4291 E1 4291 E2 4291 E3	Wax Myrtle/Willow, Hydric ²	0.93	405	40	80
4349 E1 4349 E2 4349 E3	Hardwood/Conifer Mixed, Disturbed	12.06	5,253	40	80
514	Ditch	153.73	66,965	40	80
525	Shallow Pond	0.07	30	40	80
6179 E1 6179 E2 6179 E3	Mixed Wetland Hardwoods, Disturbed	2.22	967	40	80
6189 E1 6189 E3 6189 E4	Willow, Disturbed ²	5.63	2,452	40	80
6215 E2	Cypress, Disturbed and Drained	0.08	35	40	80
6219 E1 6219 E2 6219 E3 6219 E4	Cypress, Disturbed	603.46	262,867	40	80
6245 E1	Cypress/Pine, Disturbed and Drained	0.14	61	40	80

Table 4. (Continued)

FLUCFCS Code	Description	Total Area (Acres)	Transects Total Length (Feet)	Average Visibility (Feet)¹	Percent of Coverage
6249 E1 6249 E2 6249 E3 6249 E4	Cypress/Pine/Cabbage Palm, Disturbed	109.63	47,755	40	80
6259 E1 6259 E2 6259 E3 6259 E4	Pine, Hydric, Disturbed	14.98	6,525	40	80
6309 E1 6309 E2 6309 E3	Mixed Wetland Forest, Disturbed	16.48	7,179	40	80
6411 E1	Freshwater Marsh, Sawgrass	1.11	484	40	80
6412 E1	Freshwater Marsh, Cattail	13.07	5,693	40	80
6419 E1 6419 E2 6419 E3 6419 E4	Freshwater Marsh, Disturbed	171.61	74,753	40	80
6439 E1 6439 E2 6439 E3 6429 E4	Wet Prairies, Disturbed	32.87	14,318	40	80
740	Disturbed Land ²	31.60	13,765	40	80
7401	Disturbed Land, Hydric ²	15.79	6,878	40	80
742	Borrow Area ²	0.23	100	40	80
743	Spoil Area	8.38	3,650	40	80
747	Berm ²	118.28	51,523	40	80
8146	Dirt Road ²	5.73	2,496	40	80
8321	Electrical Power Transmission Line, Hydric ²	5.05	2,200	40	80

¹Average visibility to one side of transect

²Habitat surveyed as a precautionary measure

SURVEY RESULTS

During the updated PSS, a total of six Lee County protected species or their signs (e.g., scratched tree) were documented on the Project site. A copy of the 2013 aerial photograph with survey transects and protected species observations is provided as Appendix B.

The Lee County protected wildlife species documented on the property during the updated PSS included American alligators and one alligator nest, little blue herons, tri-colored herons, snowy egrets, crested caracaras, and Florida black bear (*Ursus americanus floridanus*).

In addition, one white ibis (*Eudocimus albus*) was observed on the property during the Lee County protected species survey. The white ibis is not listed as a Lee County protected species, but is listed as a species of special concern by the Florida Fish and Wildlife Conservation Commission (2013). Squirrel nests were also documented on the site, but no Big Cypress fox squirrels were observed.

ABUNDANCE OF PROTECTED SPECIES OBSERVED

Density calculations for Lee County protected species observed during the protected species survey were done in accordance with Step 8, Attachment 2 of the Lee County Survey Methodology adopted on August 30, 1989. The Lee County protected species abundance calculations are provided in Table 5, while Table 6 summarizes the protected species survey findings.

Table 5. Lee County Protected Species Abundance Calculations

Protected Species Density:

$$= \{n / [L (w_1 + w_2)]\} (43,560 \text{ ft.}^2/\text{ac})$$

Where n = number of individuals observed
 L₁ = Length of transect (feet)
 W₁ = Distance of visibility to the right of transect (feet)
 W₂ = Distance of visibility to the left of transect (feet)

American Alligator

FLUCFCS Code 514

$$\begin{aligned} &= \{2AA / [66,965 \text{ ft.} (40 \text{ ft.} + 40 \text{ ft.})]\} (43,560 \text{ ft.}^2/\text{ac}) \\ &= \{2AA / 5,357,520 \text{ ft.}^2\} (43,560 \text{ ft.}^2/\text{ac}) \\ &= \{3.73 \times 10^{-7} / \text{ft.}^2\} (43,560 \text{ ft.}^2/\text{ac}) \\ &= 0.02 \text{ AA/Acre} \end{aligned}$$

FLUCFCS Code 6219 E4

$$\begin{aligned} &= \{1AA / [7,614 \text{ ft.} (40 \text{ ft.} + 40 \text{ ft.})]\} (43,560 \text{ ft.}^2/\text{ac}) \\ &= \{1AA / 616,080 \text{ ft.}^2\} (43,560 \text{ ft.}^2/\text{ac}) \\ &= \{1.62 \times 10^{-6} / \text{ft.}^2\} (43,560 \text{ ft.}^2/\text{ac}) \\ &= 0.07 \text{ AA/Acre} \end{aligned}$$

Table 5. (Continued)

American Alligator (continued)

FLUCFCS Code 6249 E1

$$\begin{aligned} &= \{2AA/ [28,933 \text{ ft. (40 ft. + 40 ft.)}]\} (43,560 \text{ ft.}^2/\text{ac}) \\ &= \{2AA/2,321,920 \text{ ft.}^2\} (43,560 \text{ ft.}^2/\text{ac}) \\ &= \{8.61 \times 10^{-7}/\text{ft.}^2\} (43,560 \text{ ft.}^2/\text{ac}) \\ &= 0.04 \text{ AA/Acre} \end{aligned}$$

Little Blue Heron

FLUCFCS Code 514

$$\begin{aligned} &= \{1LBHE/ [66,965 \text{ ft. (40 ft. + 40 ft.)}]\} (43,560 \text{ ft.}^2/\text{ac}) \\ &= \{1LBHE /5,357,520 \text{ ft.}^2\} (43,560 \text{ ft.}^2/\text{ac}) \\ &= \{1.87 \times 10^{-7}/\text{ft.}^2\} (43,560 \text{ ft.}^2/\text{ac}) \\ &= 0.01 \text{ LBHE/Acre} \end{aligned}$$

FLUCFCS Code 6419 E1, E4

$$\begin{aligned} &= \{3LBHE/ [68,089 \text{ ft. (40 ft. + 40 ft.)}]\} (43,560 \text{ ft.}^2/\text{ac}) \\ &= \{3LBHE /5,447,120 \text{ ft.}^2\} (43,560 \text{ ft.}^2/\text{ac}) \\ &= \{5.51 \times 10^{-7}/\text{ft.}^2\} (43,560 \text{ ft.}^2/\text{ac}) \\ &= 0.02 \text{ LBHE/Acre} \end{aligned}$$

FLUCFCS Code 6439 E4

$$\begin{aligned} &= \{1LBHE/ [10,550 \text{ ft. (40 ft. + 40 ft.)}]\} (43,560 \text{ ft.}^2/\text{ac}) \\ &= \{1LBHE /844,000 \text{ ft.}^2\} (43,560 \text{ ft.}^2/\text{ac}) \\ &= \{1.18 \times 10^{-6}/\text{ft.}^2\} (43,560 \text{ ft.}^2/\text{ac}) \\ &= 0.05 \text{ LBHE/Acre} \end{aligned}$$

Snowy Egret

FLUCFCS Code 514

$$\begin{aligned} &= \{4SNEG/ [66,965 \text{ ft. (40 ft. + 40 ft.)}]\} (43,560 \text{ ft.}^2/\text{ac}) \\ &= \{4SNEG/5,357,520 \text{ ft.}^2\} (43,560 \text{ ft.}^2/\text{ac}) \\ &= \{7.47 \times 10^{-7}/\text{ft.}^2\} (43,560 \text{ ft.}^2/\text{ac}) \\ &= 0.03 \text{ SNEG/Acre} \end{aligned}$$

Table 5. (Continued)

Tri-Colored Heron

FLUCFCS Code 514

$$\begin{aligned} &= \{2\text{TCHE}/ [66,965 \text{ ft. (40 ft. + 40 ft.)}]\} (43,560 \text{ ft.}^2/\text{ac}) \\ &= \{2\text{TCHE}/5,357,520 \text{ ft.}^2\} (43,560 \text{ ft.}^2/\text{ac}) \\ &= \{3.73 \times 10^{-7}/\text{ft.}^2\} (43,560 \text{ ft.}^2/\text{ac}) \\ &= 0.02 \text{ TCHE/Acre} \end{aligned}$$

FLUCFCS Code 6249 E3

$$\begin{aligned} &= \{1\text{TCHE}/ [10,206 \text{ ft. (40 ft. + 40 ft.)}]\} (43,560 \text{ ft.}^2/\text{ac}) \\ &= \{1\text{TCHE}/817,200 \text{ ft.}^2\} (43,560 \text{ ft.}^2/\text{ac}) \\ &= \{1.22 \times 10^{-6}/\text{ft.}^2\} (43,560 \text{ ft.}^2/\text{ac}) \\ &= 0.05 \text{ TCHE/Acre} \end{aligned}$$

FLUCFCS Code 6439 E4

$$\begin{aligned} &= \{1\text{TCHE}/ [10,550 \text{ ft. (40 ft. + 40 ft.)}]\} (43,560 \text{ ft.}^2/\text{ac}) \\ &= \{1\text{TCHE}/844,000 \text{ ft.}^2\} (43,560 \text{ ft.}^2/\text{ac}) \\ &= \{1.18 \times 10^{-6}/\text{ft.}^2\} (43,560 \text{ ft.}^2/\text{ac}) \\ &= 0.05 \text{ TCHE/Acre} \end{aligned}$$

Crested Caracara

FLUCFCS Code 221

$$\begin{aligned} &= \{3\text{CRCA}/ [447,999 \text{ ft. (200 ft. + 200 ft.)}]\} (43,560 \text{ ft.}^2/\text{ac}) \\ &= \{3\text{CRCA}/26,880,840 \text{ ft.}^2\} (43,560 \text{ ft.}^2/\text{ac}) \\ &= \{1.67 \times 10^{-8}/\text{ft.}^2\} (43,560 \text{ ft.}^2/\text{ac}) \\ &= <0.01 \text{ CRCA/Acre} \end{aligned}$$

Florida Black Bear Scratch Tree

FLUCFCS Code 6219 E1, E3

$$\begin{aligned} &= \{2\text{BBST}/ [231,922 \text{ ft. (40 ft. + 40 ft.)}]\} (43,560 \text{ ft.}^2/\text{ac}) \\ &= \{2\text{BBST}/18,551,680 \text{ ft.}^2\} (43,560 \text{ ft.}^2/\text{ac}) \\ &= \{1.07 \times 10^{-7}/\text{ft.}^2\} (43,560 \text{ ft.}^2/\text{ac}) \\ &= <0.01 \text{ BBST/Acre} \end{aligned}$$

Table 6. Lee County Protected Species Survey Summary

Protected Species	FLUCFCS Code	Percent Area Surveyed	Individuals Present	Individuals Absent	Density (Acre)
Reptiles and Amphibians					
American Alligator	514	80	X		0.02
	525	80		X	N/A
	6189 E1* 6189 E3* 6189 E4*	80		X	N/A
	6219 E1 6219 E2 6219 E3 6219 E4	80	X		0.07
	6249 E1*	80	X		0.04
	6309 E1 6309 E2 6309 E3	80		X	N/A
	6411 E1	80		X	N/A
	6412 E1	80		X	N/A
	6419 E1 6419 E2 6419 E3	80		X	N/A
	742*	80		X	N/A
	Eastern Indigo Snake	3219 E1 3219 E2 3219 E3	80		X
4119 E1 4119 E2 4119 E3		80		X	N/A
4159 E1*		80		X	N/A
4221*		80		X	N/A
4241*		80		X	N/A
4279 E1 4279 E2		80		X	N/A
4281 E1		80		X	N/A
4289 E1 4289 E2		80		X	N/A
Gopher Tortoise	3219 E1 3219 E2 3219 E3	80		X	N/A
	4119 E1 4119 E2 4119 E3	80		X	N/A
	4159 E1*	80		X	N/A

Table 6. (Continued)

Protected Species	FLUCFCS Code	Percent Area Surveyed	Individuals Present	Individuals Absent	Density (Acre)	
Reptiles and Amphibians (Continued)						
Gopher Tortoise (Continued)	4279 E1 4279 E2	80		X	N/A	
	740*	80		X	N/A	
	743	80		X	N/A	
	747*	80		X	N/A	
Gopher Frog	3219 E1 3219 E2 3219 E3	80		X	N/A	
	4119 E1 4119 E2 4119 E3	80		X	N/A	
	4159 E1*	80		X	N/A	
	4221*	80		X	N/A	
	4241*	80		X	N/A	
	6215 E1 6215 E2	80		X	N/A	
	6219 E1 6219 E2 6219 E3	80		X	N/A	
	6245 E1	80		X	N/A	
	6249 E1 6249 E2 6249 E3	80		X	N/A	
	6259 E1 6259 E2 6259 E3	80		X	N/A	
	6309 E1 6309 E2 6309 E3	80		X	N/A	
	Birds					
	Roseate Spoonbill	514	80		X	N/A
		525	80		X	N/A
		6189 E1* 6189 E3* 6189 E4*	80		X	N/A
		4291 E1* 4291 E2* 4291 E3*	80		X	N/A
Limpkin	514	80		X	N/A	
	525	80		X	N/A	

Table 6. (Continued)

Protected Species	FLUCFCS Code	Percent Area Surveyed	Individuals Present	Individuals Absent	Density (Acre)
Birds (Continued)					
Limpkin (Continued)	6179 E1 6179 E2 6179 E3	80		X	N/A
	6219 E1 6219 E2 6219 E3 6219 E4	80		X	N/A
	6309 E1 6309 E2 6309 E3	80		X	N/A
	6411 E1	80		X	N/A
	6412 E1	80		X	N/A
	6419 E1 6419 E2 6419 E3	80		X	N/A
	6439 E1 6439 E2 6439 E3	80		X	N/A
	4281 E1	80		X	N/A
	4291 E1* 4291 E2* 4291 E3*	80		X	N/A
	514	80	X		0.01
Little Blue Heron	525	80		X	N/A
	6179 E1 6179 E2 6179 E3	80		X	N/A
	6189 E1* 6189 E3* 6189 E4*	80		X	N/A
	6219 E1 6219 E2 6219 E3 6219 E4	80		X	N/A
	6249 E1 6249 E2 6249 E3 6249 E4	80		X	N/A

Table 6. (Continued)

Protected Species	FLUCFCS Code	Percent Area Surveyed	Individuals Present	Individuals Absent	Density (Acre)	
Birds (Continued)						
Little Blue Heron (Continued)	6259 E1 6259 E2 6259 E3 6259 E4	80		X	N/A	
	6309 E1 6309 E2 6309 E3	80		X	N/A	
	6411 E1 6412 E1	80 80		X X	N/A N/A	
	6419 E1 6419 E2 6419 E3 6419 E4	80	X		0.02	
	6439 E1 6439 E2 6439 E3 6439 E4	80	X		0.05	
	7401*	80		X	N/A	
	Reddish Egret	514 525	80 80		X X	N/A N/A
		6189 E1* 6189 E3* 6189 E4*	80		X	N/A
		6411 E1 6412 E1	80 80		X X	N/A N/A
		6419 E1 6419 E2 6419 E3 6419 E4	80		X	N/A
6439 E1 6439 E2 6439 E3 6439 E4		80		X	N/A	
Snowy Egret		4281 E1 4291 E1* 4291 E2* 4291 E3*	80 80		X X	N/A N/A
		514 525	80 80	X		0.03 N/A

Table 6. (Continued)

Protected Species	FLUCFCS Code	Percent Area Surveyed	Individuals Present	Individuals Absent	Density (Acre)	
Birds (Continued)						
Snowy Egret (Continued)	6179 E1 6179 E2 6179 E3	80		X	N/A	
	6189 E1* 6189 E3* 6189 E4*	80		X	N/A	
	6219 E1 6219 E2 6219 E3 6219 E4	80		X	N/A	
	6249 E1 6249 E2 6249 E3 6249 E4	80		X	N/A	
	6259 E1 6259 E2 6259 E3 6259 E4	80		X	N/A	
	6309 E1 6309 E2 6309 E3	80		X	N/A	
	6411 E1	80		X	N/A	
	6412 E1	80		X	N/A	
	6419 E1 6419 E2 6419 E3 6419 E4	80		X	N/A	
	6439 E1 6439 E2 6439 E3 6439 E4	80		X	N/A	
	7401*	80		X	N/A	
	Tri-Colored Heron	4281 E1	80		X	N/A
		4291 E1* 4291 E2* 4291 E3*	80		X	N/A
		514	80	X		0.02
525		80		X	N/A	

Table 6. (Continued)

Protected Species	FLUCFCS Code	Percent Area Surveyed	Individuals Present	Individuals Absent	Density (Acre)	
Birds (Continued)						
Tri-Colored Heron (Continued)	6179 E1 6179 E2 6179 E3	80		X	N/A	
	6189 E1* 6189 E3* 6189 E4*	80		X	N/A	
	6219 E1 6219 E2 6219 E3 6219 E4	80		X	N/A	
	6249 E1 6249 E2 6249 E3 6249 E4	80	X		0.05	
	6259 E1 6259 E2 6259 E3 6259 E4	80		X	N/A	
	6309 E1 6309 E2 6309 E3	80		X	N/A	
	6411 E1	80		X	N/A	
	6412 E1	80		X	N/A	
	6419 E1 6419 E2 6419 E3 6419 E4	80		X	N/A	
	6439 E1 6439 E2 6439 E3 6439 E4	80	X		0.05	
	7401*	80		X	N/A	
	Florida Sandhill Crane	3219 E1 3219 E2 3219 E3 3219 E4	80		X	N/A
		6411 E1	80		X	N/A
		6412 E1	80		X	N/A

Table 6. (Continued)

Protected Species	FLUCFCS Code	Percent Area Surveyed	Individuals Present	Individuals Absent	Density (Acre)
Birds (Continued)					
Florida Sandhill Crane (Continued)	6419 E1	80		X	N/A
	6419 E2				
	6419 E3				
	6419 E4				
Wood Stork	221	80		X	N/A
	514	80		X	N/A
	6189 E1*	80		X	N/A
	6189 E3*				
	6189 E4*				
	6219 E1	80		X	N/A
	6219 E2				
	6219 E3				
	6219 E4				
	6309 E1	80		X	N/A
	6309 E2				
	6309 E3				
	6411 E1	80		X	N/A
	6412 E1	80		X	N/A
6419 E1	80		X	N/A	
6419 E2					
6419 E3					
6419 E4					
6439 E1	80		X	N/A	
6439 E2					
6439 E3					
6439 E4					
740*	80		X	N/A	
7401*			X	N/A	
Brown Pelican	6189 E1*	80		X	N/A
	6189 E3*				
	6189 E4*				
Southeastern American Kestrel	3219 E1	80		X	N/A
	3219 E2				
	3219 E3				
	3219 E4				
	4119 E1	80		X	N/A
	4119 E2				
	4119 E3				
4159 E1*	80		X	N/A	

Table 6. (Continued)

Protected Species	FLUCFCS Code	Percent Area Surveyed	Individuals Present	Individuals Absent	Density (Acre)
Birds (Continued)					
Red-Cockaded Woodpecker	4119 E1	80		X	N/A
	4119 E2				
	4119 E3				
	4159 E1*				
Arctic Peregrine Falcon	6215 E1	80		X	N/A
	6215 E2				
	6219 E1	80		X	N/A
	6219 E2				
	6219 E3				
	6219 E4				
	6249 E1	80		X	N/A
	6249 E2				
	6249 E3				
	6249 E4				
	6259 E1	80		X	N/A
	6259 E2				
6259 E3					
6259 E4					
Bald Eagle	4119 E1	80		X	N/A
	4119 E2				
	4119 E3				
	4159 E1*	80		X	N/A
	6259 E1				
	6259 E2				
6259 E3	80		X	N/A	
6259 E4					
Crested Caracara	221*	60	X		<0.01
	3219 E1	80		X	N/A
	3219 E2				
	3219 E3				
	3219 E4				
	4281 E1	80		X	N/A
	4289 E1	80		X	N/A
4289 E2					
Everglade Snail Kite	525	80		X	N/A
	6411 E1	80		X	N/A
	6412 E1	80		X	N/A

Table 6. (Continued)

Protected Species	FLUCFCS Code	Percent Area Surveyed	Individuals Present	Individuals Absent	Density (Acre)	
Birds (Continued)						
Everglade Snail Kite (Continued)	6419 E1 6419 E2 6419 E3 6419 E4	80		X	N/A	
	6439 E1 6439 E2 6439 E3	80		X	N/A	
	Mammals					
	Everglades Mink	514	80		X	N/A
		525	80		X	N/A
		6215 E1 6215 E2	80		X	N/A
6219 E1 6219 E2 6219 E3 6219 E4		80		X	N/A	
6259 E1 6259 E2 6259 E3 6259 E4		80		X	N/A	
6309 E1 6309 E2 6309 E3		80		X	N/A	
6411 E1		80		X	N/A	
6412 E1		80		X	N/A	
6419 E1 6419 E2 6419 E3		80		X	N/A	
6439 E1 6439 E2 6439 E3		80		X	N/A	
740*		80		X	N/A	
Big Cypress Fox Squirrel		4119 E1 4119 E2 4119 E3	80		X	N/A
		4159 E1*	80		X	N/A
		4241*	80		X	N/A
		6189 E1* 6189 E3* 6189 E4*	80		X	N/A

Table 6. (Continued)

Protected Species	FLUCFCS Code	Percent Area Surveyed	Individuals Present	Individuals Absent	Density (Acre)	
Mammals (Continued)						
Big Cypress Fox Squirrel (Continued)	6215 E1 6215 E2	80		X	N/A	
	6219 E1 6219 E2 6219 E3 6219 E4	80		X	N/A	
	6245 E1	80		X	N/A	
	6249 E1 6249 E2 6249 E3 6249 E4	80		X	N/A	
	6259 E1 6259 E2 6259 E3 6259 E4	80		X	N/A	
	Florida Panther	4119 E1 4119 E2 4119 E3	80		X	N/A
		4159 E1*	80		X	N/A
		4279 E1 4279 E2	80		X	N/A
		4281 E1	80		X	N/A
		4289 E1 4289 E2	80		X	N/A
		4349 E1 4349 E2 4349 E3	80		X	N/A
		6179 E1 6179 E2 6179 E3	80		X	N/A
6215 E1 6215 E2		80		X	N/A	
6219 E1 6219 E2 6219 E3		80		X	N/A	
6245 E1		80		X	N/A	
6249 E1 6249 E2 6249 E3		80		X	N/A	

Table 6. (Continued)

Protected Species	FLUCFCS Code	Percent Area Surveyed	Individuals Present	Individuals Absent	Density (Acre)	
Mammals (Continued)						
Florida Panther (Continued)	6309 E1 6309 E2 6309 E3	80		X	N/A	
	3219 E1 3219 E2 3219 E3 3219 E4	80		X	N/A	
	4119 E1 4119 E2 4119 E3	80		X	N/A	
Florida Black Bear	4159 E1*	80		X	N/A	
	4279 E1 4279 E2	80		X	N/A	
	4281 E1	80		X	N/A	
	4289 E1 4289 E2	80		X	N/A	
	6179 E1 6179 E2 6179 E3	80		X	N/A	
	6189 E1* 6189 E3* 6189 E4*	80		X	N/A	
	6215 E1 6215 E2	80		X	N/A	
	6219 E1 6219 E2 6219 E3	80	X		<0.01	
	6245 E1	80		X	N/A	
	6249 E1 6249 E2 6249 E3 6249 E4	80		X	N/A	
	6309 E1 6309 E2 6309 E3	80		X	N/A	
	Plants					
	Curtis Milkweed	3219 E1 3219 E2 3219 E3 3219 E4	80		X	N/A

Table 6. (Continued)

Protected Species	FLUCFCS Code	Percent Area Surveyed	Individuals Present	Individuals Absent	Density (Acre)
Plants (Continued)					
Beautiful Pawpaw	3219 E1 3219 E2 3219 E3 3219 E4	80		X	N/A
	4119 E1 4119 E2 4119 E3	80		X	N/A
	4159 E1*	80		X	N/A
Fakahatchee Burmania	3219 E1 3219 E2 3219 E3	80		X	N/A
	4119 E1 4119 E2 4119 E3	80		X	N/A
	4159 E1*	80		X	N/A
Satinleaf	4119 E1 4119 E2 4119 E3	80		X	N/A
	4159 E1*	80		X	N/A
Florida Coontie	3219 E1 3219 E2 3219 E3 3219 E4	80		X	N/A
	4119 E1 4119 E2 4119 E3	80		X	N/A
	4159 E1*	80		X	N/A
Simpson's Stopper	4279 E1 4279 E2	80		X	N/A
	4281 E1	80		X	N/A
	4289 E1 4289 E2	80		X	N/A
	4279 E1 4279 E2	80		X	N/A
Hand Adder's Tongue Fern	4279 E1 4279 E2	80		X	N/A
Twisted Air Plant	4279 E1 4279 E2	80		X	N/A
	6189 E1* 6189 E3* 6189 E4*	80		X	N/A

Table 6. (Continued)

Protected Species	FLUCFCS Code	Percent Area Surveyed	Individuals Present	Individuals Absent	Density (Acre)
Plants (Continued)					
Prickly Apple	6189 E1* 6189 E3* 6189 E4*	80		X	N/A

*This habitat was surveyed for the species indicated as a precautionary measure.

MANAGEMENT PLANS

A Preliminary Indigenous Preserve and Protected Species Management Plan was previously prepared and submitted to the Lee County Department of Environmental Services (DES) for the protected species documented on the Project site. Per Section 10-474 of the Lee County LDC, a final Indigenous Preserve and Protected Species Management Plan will be provided to the Lee County DES prior to the issuance of a Mining Development Order and Mining Operation Permit.

REFERENCES

Florida Department of Transportation. 1999. Florida Land Use, Cover and Forms Classification System. Procedure No. 550-010-001-a. Third Edition.

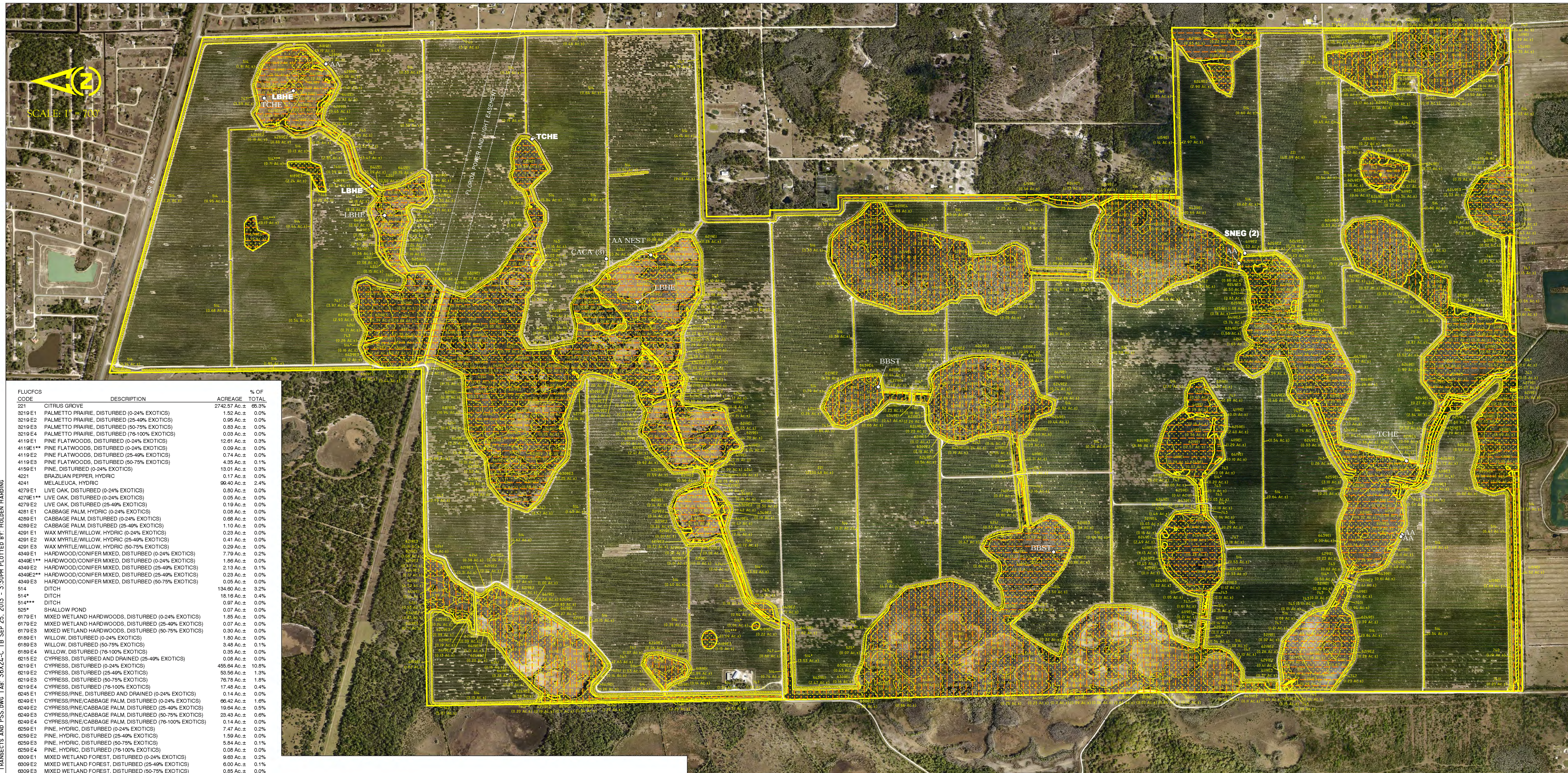
Florida Fish and Wildlife Conservation Commission. 2013. Florida's Endangered Species, Threatened Species, and Species of Special Concern. Official Lists. Florida Fish and Wildlife Conservation Commission. Tallahassee, Florida.

APPENDIX A

AERIAL WITH FLUCFCS AND WETLANDS MAP

APPENDIX B

**AERIAL WITH FLUCFCS AND WETLANDS, SURVEY TRANSECTS,
AND PROTECTED SPECIES LOCATIONS MAP**



FLUCFCS CODE	DESCRIPTION	ACREAGE	% OF TOTAL
221		2742.57 Ac. ±	65.3%
3219 E1	PALMETTO PRAIRIE, DISTURBED (0-24% EXOTICS)	1.52 Ac. ±	0.0%
3219 E2	PALMETTO PRAIRIE, DISTURBED (25-49% EXOTICS)	0.95 Ac. ±	0.0%
3219 E3	PALMETTO PRAIRIE, DISTURBED (50-75% EXOTICS)	0.83 Ac. ±	0.0%
3219 E4	PALMETTO PRAIRIE, DISTURBED (76-100% EXOTICS)	0.03 Ac. ±	0.0%
4119 E1	PINE FLATWOODS, DISTURBED (0-24% EXOTICS)	12.61 Ac. ±	0.3%
4119 E2	PINE FLATWOODS, DISTURBED (25-49% EXOTICS)	0.02 Ac. ±	0.0%
4119 E3	PINE FLATWOODS, DISTURBED (50-75% EXOTICS)	4.35 Ac. ±	0.1%
4159 E1	PINE, DISTURBED (0-24% EXOTICS)	13.01 Ac. ±	0.3%
4221	BRAZILIAN PEPPER, HYDRIC	0.17 Ac. ±	0.0%
4241	MELALEUCA, HYDRIC	99.40 Ac. ±	2.4%
4279 E1	LIVE OAK, DISTURBED (0-24% EXOTICS)	0.83 Ac. ±	0.0%
4279 E2	LIVE OAK, DISTURBED (25-49% EXOTICS)	0.05 Ac. ±	0.0%
4279 E3	LIVE OAK, DISTURBED (50-75% EXOTICS)	0.19 Ac. ±	0.0%
4281 E1	CABBAGE PALM, HYDRIC (0-24% EXOTICS)	0.08 Ac. ±	0.0%
4289 E1	CABBAGE PALM, DISTURBED (0-24% EXOTICS)	0.68 Ac. ±	0.0%
4289 E2	CABBAGE PALM, DISTURBED (25-49% EXOTICS)	1.10 Ac. ±	0.0%
4291 E1	WAX MYRTLE/WILLOW, HYDRIC (0-24% EXOTICS)	0.23 Ac. ±	0.0%
4291 E2	WAX MYRTLE/WILLOW, HYDRIC (25-49% EXOTICS)	0.41 Ac. ±	0.0%
4291 E3	WAX MYRTLE/WILLOW, HYDRIC (50-75% EXOTICS)	0.29 Ac. ±	0.0%
4349 E1	HARDWOOD/CONIFER MIXED, DISTURBED (0-24% EXOTICS)	7.79 Ac. ±	0.2%
4349 E2	HARDWOOD/CONIFER MIXED, DISTURBED (25-49% EXOTICS)	1.86 Ac. ±	0.0%
4349 E3	HARDWOOD/CONIFER MIXED, DISTURBED (50-75% EXOTICS)	2.13 Ac. ±	0.1%
4349 E4	HARDWOOD/CONIFER MIXED, DISTURBED (76-100% EXOTICS)	0.23 Ac. ±	0.0%
4349 E5	HARDWOOD/CONIFER MIXED, DISTURBED (76-100% EXOTICS)	0.05 Ac. ±	0.0%
514	DITCH	134.60 Ac. ±	3.2%
514*	DITCH	18.16 Ac. ±	0.4%
514**	DITCH	0.97 Ac. ±	0.0%
525*	SHALLOW POND	0.07 Ac. ±	0.0%
6179 E1	MIXED WETLAND HARDWOODS, DISTURBED (0-24% EXOTICS)	1.85 Ac. ±	0.0%
6179 E2	MIXED WETLAND HARDWOODS, DISTURBED (25-49% EXOTICS)	0.07 Ac. ±	0.0%
6179 E3	MIXED WETLAND HARDWOODS, DISTURBED (50-75% EXOTICS)	0.30 Ac. ±	0.0%
6189 E1	WILLOW, DISTURBED (0-24% EXOTICS)	1.80 Ac. ±	0.0%
6189 E2	WILLOW, DISTURBED (25-49% EXOTICS)	3.48 Ac. ±	0.1%
6189 E3	WILLOW, DISTURBED (50-75% EXOTICS)	0.35 Ac. ±	0.0%
6215 E2	CYPRESS, DISTURBED AND DRAINED (25-49% EXOTICS)	0.08 Ac. ±	0.0%
6219 E1	CYPRESS, DISTURBED (0-24% EXOTICS)	455.64 Ac. ±	10.8%
6219 E2	CYPRESS, DISTURBED (25-49% EXOTICS)	53.59 Ac. ±	1.3%
6219 E3	CYPRESS, DISTURBED (50-75% EXOTICS)	76.78 Ac. ±	1.8%
6219 E4	CYPRESS, DISTURBED (76-100% EXOTICS)	17.48 Ac. ±	0.4%
6245 E1	CYPRESS/PINE, DISTURBED AND DRAINED (0-24% EXOTICS)	0.14 Ac. ±	0.0%
6249 E1	CYPRESS/PINE/CABBAGE PALM, DISTURBED (0-24% EXOTICS)	66.42 Ac. ±	1.6%
6249 E2	CYPRESS/PINE/CABBAGE PALM, DISTURBED (25-49% EXOTICS)	19.64 Ac. ±	0.5%
6249 E3	CYPRESS/PINE/CABBAGE PALM, DISTURBED (50-75% EXOTICS)	23.43 Ac. ±	0.6%
6249 E4	CYPRESS/PINE/CABBAGE PALM, DISTURBED (76-100% EXOTICS)	0.14 Ac. ±	0.0%
6259 E1	PINE, HYDRIC, DISTURBED (0-24% EXOTICS)	7.47 Ac. ±	0.2%
6259 E2	PINE, HYDRIC, DISTURBED (25-49% EXOTICS)	1.59 Ac. ±	0.0%
6259 E3	PINE, HYDRIC, DISTURBED (50-75% EXOTICS)	5.84 Ac. ±	0.1%
6259 E4	PINE, HYDRIC, DISTURBED (76-100% EXOTICS)	0.08 Ac. ±	0.0%
6309 E1	MIXED WETLAND FOREST, DISTURBED (0-24% EXOTICS)	9.63 Ac. ±	0.2%
6309 E2	MIXED WETLAND FOREST, DISTURBED (25-49% EXOTICS)	6.00 Ac. ±	0.1%
6309 E3	MIXED WETLAND FOREST, DISTURBED (50-75% EXOTICS)	0.85 Ac. ±	0.0%
6411 E1	FRESHWATER MARSH, SAWGRASS (0-24% EXOTICS)	1.11 Ac. ±	0.0%
6412 E1	FRESHWATER MARSH, CATTAIL (0-24% EXOTICS)	13.07 Ac. ±	0.3%
6419 E1	FRESHWATER MARSH, DISTURBED (0-24% EXOTICS)	100.20 Ac. ±	2.4%
6419 E2	FRESHWATER MARSH, DISTURBED (25-49% EXOTICS)	2.77 Ac. ±	0.1%
6419 E3	FRESHWATER MARSH, DISTURBED (50-75% EXOTICS)	12.83 Ac. ±	0.3%
6419 E4	FRESHWATER MARSH, DISTURBED (76-100% EXOTICS)	56.11 Ac. ±	1.3%
6439 E1	WET PRAIRIES, DISTURBED (0-24% EXOTICS)	8.10 Ac. ±	0.2%
6439 E2	WET PRAIRIES, DISTURBED (25-49% EXOTICS)	0.43 Ac. ±	0.0%
6439 E3	WET PRAIRIES, DISTURBED (50-75% EXOTICS)	0.12 Ac. ±	0.0%
6439 E4	WET PRAIRIES, DISTURBED (76-100% EXOTICS)	24.22 Ac. ±	0.6%
740	DISTURBED LAND	31.62 Ac. ±	0.8%
7401	DISTURBED LAND, HYDRIC	15.79 Ac. ±	0.4%
742	BORROW AREA	<0.01 Ac. ±	0.0%
742*	BORROW AREA	0.23 Ac. ±	0.0%
743	SPOIL AREA	8.38 Ac. ±	0.2%
747	BERM	118.28 Ac. ±	2.8%
8146	DIRT ROAD	5.73 Ac. ±	0.1%
8321	ELECTRICAL POWER TRANSMISSION LINE, HYDRIC	5.62 Ac. ±	0.1%
TOTAL		4202.90 Ac. ±	100.0%

LEGEND:

	FDEP AND COE WETLANDS (1,097.95 Ac. ±)	AA	AMERICAN ALLIGATOR
	FDEP WETLANDS AND COE ISOLATED WETLANDS (13.95 Ac. ±)	BBST	FLORIDA BLACK BEAR SCRATCH TREE
	FDEP "OTHER SURFACE WATERS" AND COE "WATERS OF THE U.S." (7.76 Ac. ±)	CACA	CARACARA
	FDEP "OTHER SURFACE WATERS" (129.07 Ac. ±)	LBHE	LITTLE BLUE HERON
	SURVEYED WETLAND LINE	SNEG	SNOWY EGRET
		TCHE	TRI-COLORED HERON
		---	SURVEY TRANSECTS

NOTES:

AERIAL PHOTOGRAPHS WERE ACQUIRED THROUGH THE LEE COUNTY PROPERTY APPRAISER'S OFFICE WITH A FLIGHT DATE OF FEBRUARY 2013.

PROPERTY BOUNDARY PER DELISI FITZGERALD DRAWING NO. 2015 IPD.DWG DATED AUGUST 2, 2012.

WETLAND AND SURVEY DITCH LINES PER BANKS ENGINEERING, INC DRAWING NO. 3370-JD-SR.DWG DATED FEBRUARY 12, 2009.

SURVEY DITCH LINES PER METRON SURVEYING & MAPPING, LLC DRAWING NO. DITCHES TO BE SURVEY LOCATED 12-03-08.DWG DATED DECEMBER 3, 2008.

FDEP WETLAND AND OSW LINES SHOWN PER FDEP FORMAL WETLAND JURISDICTIONAL DETERMINATION NO.FD-36-0284086-001 ISSUED AUGUST 26, 2009.

COE WETLAND LINES PER JURISDICTIONAL VERIFICATION NO. SAJ-2008-01734 (JD-LBD) ISSUED MARCH 22, 2008.

FLUCFCS LINES ESTIMATED FROM 1"=300' AERIAL PHOTOGRAPHS AND LOCATIONS APPROXIMATED.

FLUCFCS PER FLORIDA LAND USE, COVER AND FORMS CLASSIFICATION SYSTEM (FLUCFCS) (FDOT 1999).

REVISIONS	DATE	DRAWN BY	DATE
		J.I./F.L.	12/5/08
		DESIGNED BY	DATE
		J.E.	12/5/08
		REVIEWED BY	DATE

13620 Metropolis Avenue
Suite 200
Fort Myers, Florida 33912
Phone (239) 274-0067
Fax (239) 274-0069



OLD CORKSCREW PLANTATION IPD
AERIAL WITH FLUCFCS AND WETLANDS, SURVEY TRANSECTS,
AND PROTECTED SPECIES LOCATIONS MAP

DRAWING No.	06DAL1616
SHEET No.	APPENDIX B

J:\2006\06dal1616\2013\FSS\APP B AERIAL WITH FLUCFCS WETLANDS SURVEY TRANSECTS AND PSS.DWG, TAB 36X24-C, TB SEP 25, 2013 - 3:30PM PLOTTED BY: HOLLEN HARDING