

Application No.
NOPC-13-04-11
(Notice of Proposed Change)

Applicant
Babcock Property Holdings, L.L.C. /
Notice of Proposed Change to
Increment I Development Order

Legislative

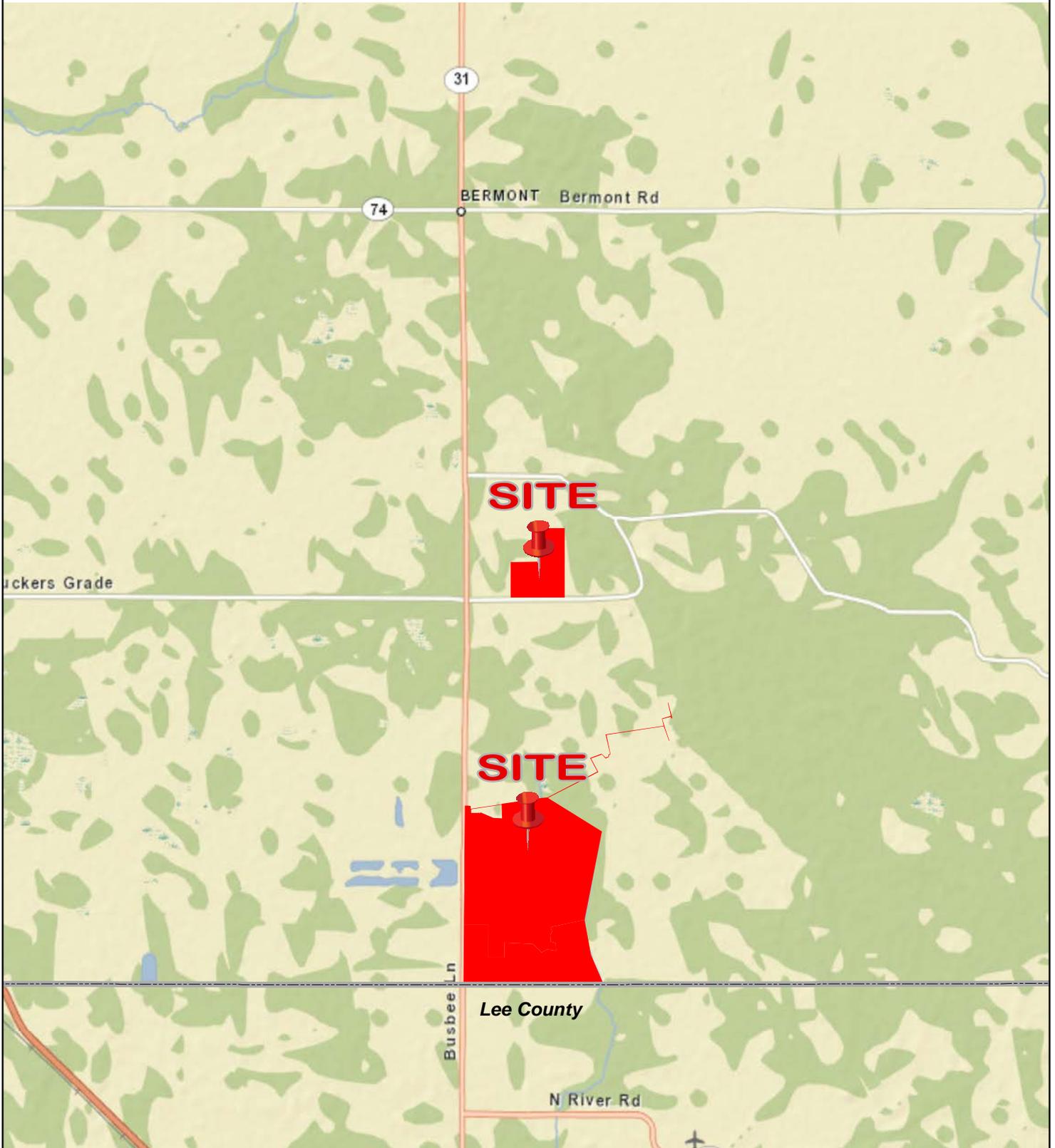
Commission Dist. I



Community Development

CHARLOTTE COUNTY

Location Map for NOPC-13-04-11



29, 31, 32/41/26 & 19, 20, 29, 30, 31, 31/42/26 East County

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Community Development

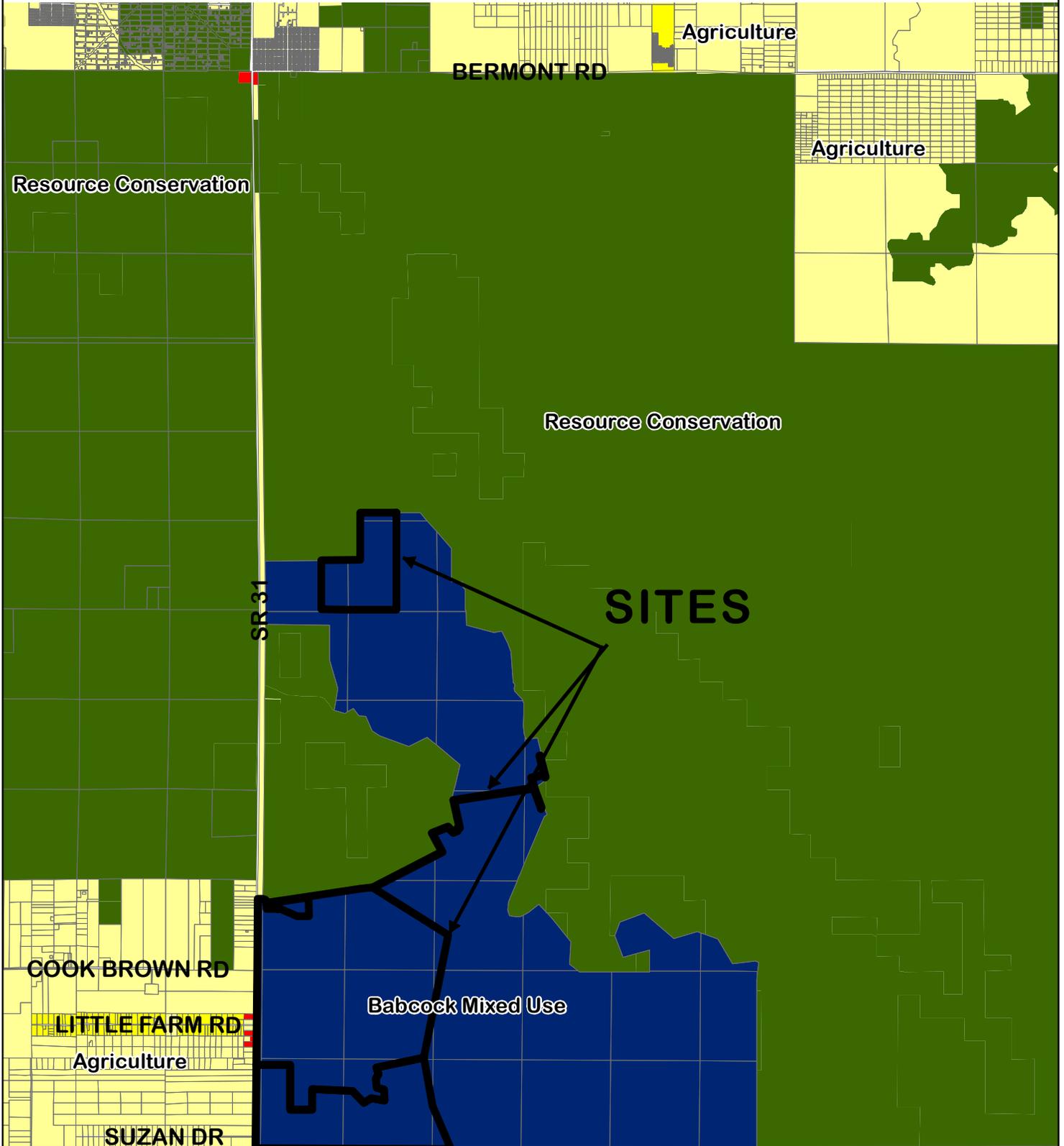
CHARLOTTE COUNTY

FLUM Map for NOPC-13-04-11

Charlotte County Government

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29, 31, 32/41/26 & 19, 20, 29, 30, 31, 31/42/26 East County

Lee County

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Community Development

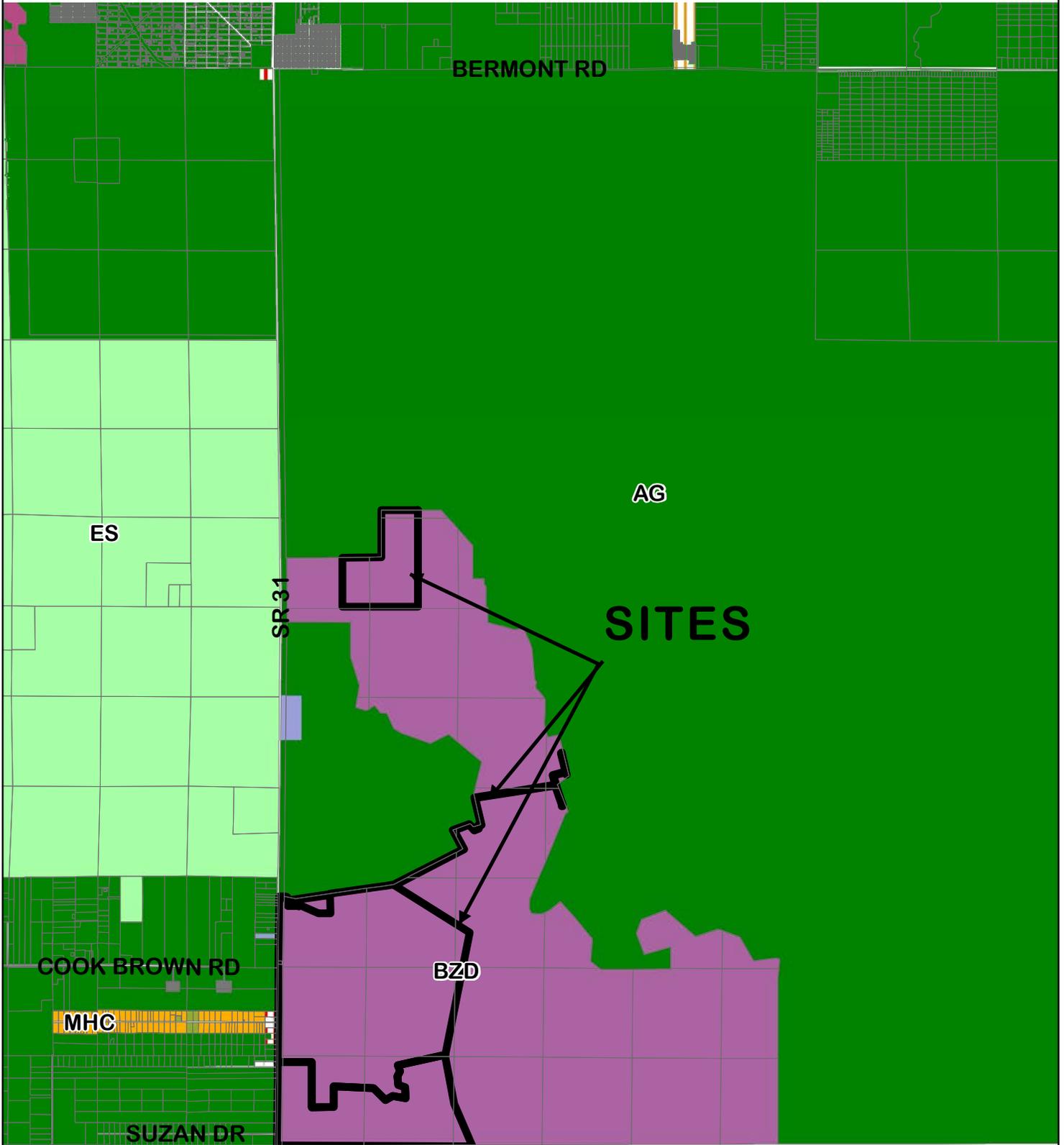
CHARLOTTE COUNTY

Zoning Map for NOPC-13-04-11

Charlotte County Government

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29, 31, 32/41/26 & 19, 20, 29, 30, 31, 31/42/26 East County

Lee County

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Community Development Department Staff Report for NOPC-13-04-11

DATE: November 22, 2013

TO: Honorable Board of County Commissioners
The Planning and Zoning Board

FROM: Jie Shao, Planner III

REQUESTED

ACTION(S): A privately initiated request to the Increment I Development Order (IDO) for the Babcock Ranch Community Development of Regional Impact (DRI) to:

- update requirements;
- revise the IDO Master Plan;
- increase property within Increment I by approximately 992± acres; and
- correct scrivener’s errors.

PART I

Applicant(s): Babcock Property Holdings, L.L.C.
17837 Murdock Circle
Port Charlotte, FL 33948

Owner(s): Same as applicant

**General Location
and Acreage:**

The subject property is located east of S.R. 31, south of C.R. 74 (Bermont Road), west of the Glades County line, and north of the Lee County line, in the East County area. It contains 4,043± acres.

Account Number(s): Multi-accounts (See Attachment 1) and the legal description (See Attachment 2) are attached.

Analysis:

Babcock Property Holdings, LLC is requesting a Notice of Proposed Change (NOPC) to amend the Increment I Development Order (IDO) for the Babcock Ranch Community Development of Regional Impact (DRI).

The Babcock Ranch Community Development of Regional Impact (DRI) is a mixed-use development located in the East County area and this DRI was originally approved by the Board of County Commissioners (Board) on December 13, 2007 (Resolution 2007-196). The Board

approved the Increment I Development Order (IDO), which is for a portion of the property, on December 2009 via Resolution 2009-284.

Since approval of the IDO, there have been several changes to the IDO that have not required NOPC amendments:

- On December 14, 2010, the Board adopted Resolution 2010-112 which was an amendment to update Exhibit L to the IDO replacing a letter with an Agreement between the developer and the FDOT regarding transportation improvements.
- On April 24, 2012, the Board approved Resolution 2012-024 to allow for the statutory and executive order extensions of all commencement, phase, build-out and expiration dates for the Increment I Development Order (IDO) of the Babcock Ranch Community Development of Regional Impact (DRI).
- On June 11, 2013, the Board approved Resolution 2013-033 to allow for the statutory and executive order extensions of all commencement, phase, build-out and expiration dates for the IDO of the Babcock Ranch Community DRI.

For this amendment, the applicant has requested the following modifications to the IDO:

- Update requirements to make the development order more reflective of current conditions.
 - Affordable Housing Requirements
The applicant is requesting to revise the conditions currently set forth in the Affordable Housing Section of the IDO to provide consistency with the proposed affordable housing requirements in the MDO.
 - Gross Residential Density Condition and Development Program
The applicant is revising the requirement regarding the amount of non-residential development which must be constructed by the end of Increment I. The revision will be consistent with the phasing plan set forth in FLU Policy 6.4.7 in the Smart Charlotte 2050 Comprehensive Plan.
 - Buildout and Expiration Dates as well as permits
The applicant is requesting to update the buildout and expiration dates to reflect dates set forth in Resolution #2013-033. The applicant also updated the IDO sections referencing permits that have already been issued.
- Revise the IDO Master Plan.
- Increase area encompassed by the Increment I boundary by approximately 992± acres.
The applicant is requesting to increase the total acreage of Increment I by approximately 992 acres in order to increase flexibility in community planning alternatives for the project. The applicant has not requested increase in any of the development rights. There are no changes in the number of residential units and non-residential square footage previously approved for the entire project or in Increment I. The applicant is fully aware that for any change of development right, they must file a Notice of Proposed Change application.

This NOPC application was submitted to the Southwest Florida Regional Planning Council (SWFRPC) on March 29, 2013, and was heard by the SWFRPC on November 21, 2013. Staff has received a report from the SWFRPC stating that the proposal is not a substantial deviation. Staff

concurs that, by the standards set in Chapter 380.06(19)(e). F.S., the applicant has provided clear and convincing evidence their request does not constitute a substantial deviation.

STAFF RECOMMENDATION:

“Approve adoption of Petition No. NOPC-13-04-11 based on the findings and analysis in the Comprehensive Planning Division staff report dated November 22, 2013 and the evidence presented at the public hearing on the application.”

The Planning and Zoning Board proposed recommendations:

“Motion to forward application No. NOPC-13-08-11 to the Board of County Commissioners with a recommendation of Approval/Denial, based on the findings and analysis in the staff report dated November 22, 2013 and the evidence presented at the public hearing on the application.”

PART II: RESEARCH AND FINDINGS

1. **2050 Framework Designation:** The northern portion of the subject property is designated as Managed Neighborhood, a small portion of Utility Easement is located in the area designated as Managed Neighborhood and the rest of the property is designated as Emerging Neighborhood.
2. **2030 Service Area Delineation:** Urban Service Area.
3. **Existing Land Use on the Site:** The site is currently vacant, beyond a variety of mining and agricultural uses.
4. **Existing Designation(s):**

| FLUM | Development Standard |
|---------------------------------------|---|
| <p>Babcock Mixed Use (BMU)</p> | <p>These lands shall develop to the standards and guidelines provided in this Comprehensive Plan within the policies of the Babcock Ranch Overlay District (BROD), within the Master Development Order for the Babcock DRI, and subsequent incremental Development Orders, and in the Babcock Ranch Zoning District. The BMU covers approximately 13,630 acres and is situated in the southwest portion of the Babcock Ranch, east of S.R. 31 and adjacent to the Charlotte-Lee County line.</p> <p><u>Maximum Density/Intensity</u> Development within the BROD is limited to 17,870 dwelling units and 6,000,000 square feet of non-residential uses. This total square footage for non-residential uses is further defined as including:</p> <ul style="list-style-type: none"> • 4,840,000 square feet commercial/office/retail (including medical), 650,000 square feet of light industrial, • 150,000 square feet of government/civic uses, • 72 golf course holes, and • 600 hotel rooms (360,000 square feet). |

| | <ul style="list-style-type: none"> • Primary Greenways: Minimum 4,700 acres • Parks: Minimum 255 acres • Schools square footage shall not count as part of the 6,000,000 square feet of non-residential or public/civic square footage. |
|--------------------------------------|---|
| Zoning | Development Standard |
| Babcock Zoning District (BZD) | <p>The intent of the Babcock Ranch overlay zoning district (district) provides for an environmentally friendly community that respects the intrinsic natural values and functions of the land allowing development to occur in harmony with nature. The district provides a vehicle to cluster compact development in a functional form to allow interconnected open space to maintain and enhance native habitat and allow recreational opportunities. The district encourages a high-tech, energy efficient and environmentally friendly mix of residential, retail and office commercial, light industrial, civic and educational facilities, open space, parks and recreational and institutional uses. The regulations contained herein are designed to meet the intent of the goals, objectives, and polices of the Babcock Ranch Overlay District (BROD) contained in the Future Land Use Element of the Charlotte County Comprehensive Plan, and the Development Agreement entered into between Charlotte County and MSKP III, Inc., dated April 4, 2006 (development agreement).</p> |

Table 1

Attachment 1
Account Numbers

412629300001, 412631300001, 412632200001, 422610300001, 422615100001, 422616200001,
422617100001, 422617400001, 422619100001, 422619300001, 422619300002, 422620100001,
422621100001, 422628100001, 422629100001, 422630100001, 422631100001, 422632100001

Attachment 2

Legal Description

**BABCOCK RANCH COMMUNITY
INCREMENT 1 – NORTH AREA**

LEGAL DESCRIPTION:

BEING A PARCEL OF LAND LYING OVER A PORTION OF SECTIONS 29, 31, AND 32, TOWNSHIP 41 SOUTH, RANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31; PROCEED NORTH 00°48'42" WEST, ALONG THE WEST LINE OF SAID SECTION 31, A DISTANCE OF 2975.54 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE NORTH LINE OF THAT CERTAIN "LESS & EXCEPT PARCEL" AS DESCRIBED IN OFFICIAL RECORDS BOOK 3011, PAGE 2078, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA; THENCE NORTH 89°11'17" EAST, DEPARTING SAID WEST LINE, AND ALONG SAID WESTERLY EXTENSION, A DISTANCE OF 349.99 FEET TO THE NORTHWEST CORNER OF SAID "LESS & EXCEPT PARCEL"; THENCE CONTINUE NORTH 89°11'17" EAST, ALONG THE NORTH LINE OF SAID "LESS & EXCEPT PARCEL", A DISTANCE OF 3,349.91 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°11'17" EAST, ALONG THE NORTH LINE OF SAID "LESS & EXCEPT PARCEL", A DISTANCE OF 2,311.08 FEET TO A POINT ON THE WEST LINE OF SAID "LESS & EXCEPT PARCEL"; THENCE NORTH 00°00'03" WEST, DEPARTING SAID NORTH LINE, AND ALONG SAID WEST LINE, A DISTANCE OF 2,799.32 FEET TO A POINT ON THE NORTH LINE OF SAID "LESS & EXCEPT PARCEL"; THENCE NORTH 89°59'57" EAST, DEPARTING SAID WEST LINE, AND ALONG SAID NORTH LINE, A DISTANCE OF 2,166.96 FEET; THENCE SOUTH 00°00'03" EAST, DEPARTING SAID NORTH LINE, A DISTANCE OF 5,764.83 FEET TO A POINT ON THE NORTH LINE OF THAT CERTAIN 100-FOOT WIDE ACCESS EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 3011, PAGE 2046, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA; THENCE NORTH 89°51'41" WEST, ALONG SAID NORTH EASEMENT LINE, A DISTANCE OF 3,037.25 FEET; THENCE NORTH 89°35'41" WEST, CONTINUING ALONG SAID NORTH EASEMENT LINE, A DISTANCE OF 1,440.60 FEET; THENCE NORTH 00°00'03" WEST, DEPARTING SAID NORTH EASEMENT LINE, A DISTANCE OF 2,915.19 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 442.56 ACRES, MORE OR LESS.

**BABCOCK RANCH COMMUNITY
INCREMENT 1 – SOUTH AREA**

DESCRIPTION

INCREMENT 1 SOUTH AREA
BABCOCK RANCH COMMUNITY
SECTIONS 19, 20, 21, 28, 29, 30, 31, 32, AND 33
TOWNSHIP 42 SOUTH, RANGE 26 EAST
CHARLOTTE COUNTY, FLORIDA

A PARCEL OF LAND LYING IN SECTIONS 19, 20, 21, 28, 29, 30, 31, 32 AND 33, TOWNSHIP 42 SOUTH, RANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA, WHICH TRACT OR PARCEL IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31 THENCE SOUTH 89°41'45" EAST ALONG THE SOUTH LINE OF SAID SECTION 31 FOR 50.00 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 31 AND THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING THENCE THE FOLLOWING THREE (3) BEARINGS AND DISTANCES ON SAID EASTERLY RIGHT-OF-WAY LINE: NORTH 00°36'46" EAST FOR 5,337.00 FEET; NORTH 00°26'10" EAST FOR 5,282.33 FEET; NORTH 00°31'45" EAST FOR 4,197.71 FEET; THENCE SOUTH 89°28'15" EAST DEPARTING SAID RIGHT-OF-WAY LINE FOR 299.98 FEET; THENCE SOUTH 77°54'41" EAST FOR 169.77 FEET; THENCE SOUTH 00°04'08" WEST FOR 599.02 FEET; THENCE NORTH 90°00'00" EAST FOR 658.00 FEET; THENCE NORTH 62°36'45" EAST FOR 186.95 FEET; THENCE SOUTH 66°06'55" EAST FOR 1,147.74 FEET; THENCE SOUTH 89°39'57" EAST FOR 711.01 FEET; THENCE NORTH 01°03'27" WEST FOR 1,169.03 FEET; THENCE NORTH 81°38'00" EAST FOR 3,109.39 FEET; THENCE NORTH 82°12'01" EAST FOR 711.48 FEET; THENCE SOUTH 57°49'39" EAST FOR 5,335.90 FEET; THENCE SOUTH 11°12'07" WEST FOR 7,458.70 FEET; SOUTH 10°23'41" EAST FOR 2,923.88 FEET; THENCE SOUTH 23°14'51" EAST FOR 2,768.33 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 33, TOWNSHIP 42 SOUTH, RANGE 26 EAST; THENCE THE FOLLOWING BEARINGS AND DISTANCE ON THE SOUTH LINE OF SAID TOWNSHIP 42 SOUTH: NORTH 89°37'16" WEST FOR 1,137.52 FEET; NORTH 89°41'45" WEST FOR 5,306.08 FEET; NORTH 89°41'45" WEST ALONG SAID LINE FOR 5,189.75 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 3,575.47 ACRES, MORE OR LESS.

BEARINGS, DISTANCES AND AREAS ARE BASED ON GRID VALUES. BEARING REFERENCE: STATE PLANE COORDINATES, FLORIDA WEST ZONE, NAD 83 (99) WHEREIN THE SOUTH LINE OF SECTION 31, TOWNSHIP 42 SOUTH, RANGE 26 EAST BEARS SOUTH 89° 41' 45" EAST.

**BABCOCK RANCH COMMUNITY
INCREMENT 1 –UTILITY EASEMENT (page 1 of 2)**

UTILITY EASEMENT

**BABCOCK RANCH COMMUNITY
CHARLOTTE COUNTY, FLORIDA**

LEGAL DESCRIPTION

A STRIP OF LAND 50.00 FEET WIDE FOR A UTILITY EASEMENT, LYING IN SECTIONS 9, 10, 15, 16, 17, 19, AND 20, TOWNSHIP 42 SOUTH, RANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 19, THENCE RUN N00°31'45"E ALONG THE WEST LINE OF SAID SECTION 19 FOR A DISTANCE OF 3564.75 FEET, THENCE DEPARTING FROM SAID WEST LINE RUN S89°28'15"E FOR A DISTANCE OF 521.13 FEET TO THE INTERSECTION OF THE SUBJECT 50.00 FOOT WIDE UTILITY EASEMENT AND THE POINT OF BEGINNING;
 THENCE RUN N00°04'08"E FOR A DISTANCE OF 397.98 FEET; THENCE RUN N81°43'48"E FOR A DISTANCE OF 5726.50 FEET; THENCE RUN S07°53'13"E FOR A DISTANCE OF 10.07 FEET; THENCE RUN N81°38'00"E FOR A DISTANCE OF 652.89 FEET; THENCE RUN N62°44'52"E FOR A DISTANCE OF 4677.38 FEET; THENCE RUN N28°10'55"W FOR A DISTANCE OF 1284.06 FEET; THENCE RUN N69°50'23"E FOR A DISTANCE OF 1051.51 FEET; THENCE RUN S43°36'34"E FOR A DISTANCE OF 444.45 FEET; THENCE RUN N70°03'37"E FOR A DISTANCE OF 233.54 FEET; THENCE RUN N06°35'10"E FOR A DISTANCE OF 173.15 FEET; THENCE RUN N71°59'01"E FOR A DISTANCE OF 124.80 FEET; THENCE RUN N12°51'59"W FOR A DISTANCE OF 1654.85 FEET; THENCE RUN N81°12'25"E FOR A DISTANCE OF 4859.91 FEET; THENCE RUN N15°14'20"W FOR A DISTANCE OF 607.80 FEET; THENCE RUN N74°45'40"E FOR A DISTANCE OF 790.10 FEET; THENCE RUN N13°36'57"W FOR A DISTANCE OF 1136.53 FEET; THENCE RUN N76°23'03"E FOR A DISTANCE OF 50.00 FEET; THENCE RUN S13°36'57"E FOR A DISTANCE OF 1338.67 FEET; THENCE RUN S76°23'03"W FOR A DISTANCE OF 50.00 FEET; THENCE RUN N13°36'57"W FOR A DISTANCE OF 152.12 FEET; THENCE RUN S74°45'40"W FOR A DISTANCE OF 738.68 FEET; THENCE RUN S15°14'20"E FOR A DISTANCE OF 800.95 FEET; THENCE RUN S19°32'05"E FOR A DISTANCE OF 1024.45 FEET; THENCE RUN S05°04'56"W FOR A DISTANCE OF 84.80 FEET; THENCE RUN N84°55'04"W FOR A DISTANCE OF 50.00 FEET; THENCE RUN N05°04'56"E FOR A DISTANCE OF 73.89 FEET; THENCE RUN N19°32'05"W FOR A DISTANCE OF 1015.42 FEET; THENCE RUN N15°14'20"W FOR A DISTANCE OF 194.71 FEET; THENCE RUN S81°12'25"W FOR A DISTANCE OF 4811.87 FEET; THENCE RUN S12°51'59"E FOR A DISTANCE OF 1646.85 FEET; THENCE RUN S71°59'01"W FOR A DISTANCE OF 138.40 FEET; THENCE RUN S06°35'10"W FOR A DISTANCE OF 171.98 FEET; THENCE RUN S70°03'37"W FOR A DISTANCE OF 297.14 FEET; THENCE RUN N43°36'34"W FOR A DISTANCE OF 444.32 FEET; THENCE RUN S69°50'23"W FOR A DISTANCE OF 961.13 FEET; THENCE RUN S28°10'55"E FOR A DISTANCE OF 1277.33 FEET; THENCE RUN S62°44'52"W FOR A DISTANCE OF 4736.52 FEET; THENCE RUN S81°38'00"W FOR A DISTANCE OF 661.29 FEET;
 (CONTINUE DESCRIPTION ON SHEET 2 OF 10)

* THIS IS NOT A SURVEY *

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Fort Myers, Florida 33912
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Survey LB # 734

| | | |
|--|------------------|---------------|
| DRAWN BY: KC | JOB NO.:07918.00 | SHEET 1 OF 10 |
| LEGAL DESCRIPTION | | |
| 50' WIDE UTILITY EASEMENT BABCOCK RANCH COMMUNITY SECTIONS 9,10,15,16,17,19,& 20, TOWNSHIP 42 SOUTH, RANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA | | |
| DATE: DECEMBER 2008 | DRAWING: LEGALWM | |

**BABCOCK RANCH COMMUNITY
INCREMENT 1 –UTILITY EASEMENT (page 2 of 2)**

UTILITY EASEMENT
BABCOCK RANCH COMMUNITY
CHARLOTTE COUNTY, FLORIDA
LEGAL DESCRIPTION

(CONTINUED DESCRIPTION FROM SHEET 1 OF 10)

THENCE RUN N07°53'13"W FOR A DISTANCE OF 10.07 FEET; THENCE RUN S81°43'48"W FOR A DISTANCE OF 5683.29 FEET; THENCE RUN S00°04'08"W FOR A DISTANCE OF 304.72 FEET; THENCE RUN N90°00'00"E FOR A DISTANCE OF 595.76 FEET; THENCE RUN N62°36'45"E FOR A DISTANCE OF 47.75 FEET; THENCE RUN S27°32'49"E FOR A DISTANCE OF 182.46 FEET; THENCE RUN S21°45'34"E FOR A DISTANCE OF 37.94 FEET; THENCE RUN S48°25'41"W FOR A DISTANCE OF 53.15 FEET; THENCE RUN N21°45'34"W FOR A DISTANCE OF 53.43 FEET; THENCE RUN N27°32'49"W FOR A DISTANCE OF 130.07 FEET; THENCE RUN S62°36'45"W FOR A DISTANCE OF 10.07 FEET; THENCE RUN S90°00'00"W FOR A DISTANCE OF 658.00 FEET TO THE POINT OF BEGINNING;
CONTAINING 1,304,710 SQUARE FEET OR 29.95 ACRES, MORE OR LESS.

NOTES:

- 1.) BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF SECTION 19, TOWNSHIP 42 SOUTH, RANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA, WHICH BEARS NORTH 00°31'45" EAST.
- 2.) SUBJECT TO EASEMENTS, RESERVATIONS AND/OR RESTRICTIONS OF RECORD.
- 3.) DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.



1-28-09
DATE SIGNED:

SIGNATURE
ERIC V. SANDOVAL (FOR THE FIRM - LB-734)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5223

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A
FLORIDA LICENSED SURVEYOR AND MAPPER.



* THIS IS NOT A SURVEY *



5621 Banner Drive
Fort Myers, Florida 33912
239 278 1992 • FAX 239 278 0922
E-MAIL: info@tkwonline.com
Engineering Certification # 5782
Survey LB # 734

| | | |
|--------------|-------------------|---------------|
| DRAWN BY: KC | JOB NO.: 07918.00 | SHEET 2 OF 10 |
|--------------|-------------------|---------------|

LEGAL DESCRIPTION

**50' WIDE UTILITY EASEMENT
BABCOCK RANCH COMMUNITY**
SECTIONS 9, 10, 15, 16, 17, 19, & 20, TOWNSHIP 42 SOUTH,
RANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA

| | |
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| DATE: DECEMBER 2008 | DRAWING: LEGALWM |
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BABCOCK RANCH COMMUNITY

INCREMENT 1

DRI INCREMENTAL DEVELOPMENT ORDER

**BOARD OF COUNTY COMMISSIONERS
CHARLOTTE COUNTY, FLORIDA**

AMENDED ~~December 15, 2009~~ (Insert Date)

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1 December 13, 2011 by Resolution 2011-485; and on April 24, 2012 by Resolution 2012-024
2 (“MDO”); and

3 WHEREAS, on December 15, 2009, the Board of County Commissioners of Charlotte
4 County, Florida (“Board”) approved and adopted the Babcock Ranch Community Increment 1
5 DRI Incremental Development Order under Resolution 2009-284, as subsequently amended on
6 December 14, 2010 by Resolution 2010-112 and on April 24, 2012 by Resolution 2012-024
7 (“IDO”); and

8 ~~WHEREAS, in accordance with Condition 22 of the MDO, the Board of County~~
9 ~~Commissioners of Charlotte County, Florida and the Babcock Ranch Community Independent~~
10 ~~Special District entered into the “Babcock Ranch Community Fiscal Stabilization Agreement~~
11 ~~between Board of County Commissioners of Charlotte County, Florida, and the Babcock Ranch~~
12 ~~Community Independent Special District” (the “District”) on September 23, 2008, (“Fiscal~~
13 ~~Stabilization Agreement”); and as recorded in Official Records Book 3326, Pages 1412-1439, of~~
14 ~~the Public Records of Charlotte County, Florida; and said agreement satisfies the MDO~~
15 ~~requirements; and~~

16 ~~WHEREAS, in accordance with Condition 21 of the MDO, the Board of County~~
17 ~~Commissioners of Charlotte County, Florida, Developer, and the District entered into the~~
18 ~~“Impact Fee Credit and Reimbursement Agreement for Babcock Ranch Community” on~~
19 ~~November 12, 2008, (“Impact Fee Agreement”); and as recorded in Official Records Book 3337,~~
20 ~~Pages 1813-1823, of the Public Records of Charlotte County, Florida; and said agreement~~
21 ~~satisfies the MDO requirements; and~~

22 ~~WHEREAS, in accordance with Condition 9(A), *Education*, of the MDO, the School~~
23 ~~Board of Charlotte County, Florida, the District, and Developer entered into a “Babcock Ranch~~

1 ~~School Site Dedication Agreement” on February 10, 2009, (“School Site Dedication~~
2 ~~Agreement”); and said agreement satisfies the MDO requirements; and~~

3 ~~WHEREAS, in accordance with Condition 3(C)(1), *Affordable Housing*, of the MDO, the~~
4 ~~Board of County Commissioners of Charlotte County, Florida, Developer, and the District~~
5 ~~entered into the “Affordable Housing Agreement for Babcock Ranch Community” on March 17,~~
6 ~~2009, (“Affordable Housing Agreement”); and as recorded in Official Records Book 3369,~~
7 ~~Pages 1318-1327, of the Public Records of Charlotte County, Florida; and said agreement~~
8 ~~satisfies the MDO requirements; and~~

9 WHEREAS, the Developer has timely notified the County of the extension of the phase,
10 expiration and buildout dates for the IDO, as well as the associated mitigation requirements
11 under Section 73, Chapter 2011-139, Laws of Florida, and in accordance with Section 252.363,
12 Florida Statutes, so that all phase, expiration and buildout dates, as well as associated mitigation
13 dates contained within the IDO were cumulatively extended as hereinafter provided; and

14 ~~WHEREAS, in accordance with Condition B(5), *Transportation*, of the MDO, Developer~~
15 ~~submitted to County the Internal Transit Feasibility Study for Babcock Ranch dated August 26,~~
16 ~~2009; and said agreement satisfies the MDO requirements; and~~

17 ~~WHEREAS, in accordance with Condition 7C(6), *Wastewater Management and Water*~~
18 ~~*Supply*, of the MDO, Charlotte County and MSKP Town and Country Utility, LLC entered into a~~
19 ~~“Memorandum of Agreement for Bonding Methodology” on December 15, 2009; and said~~
20 ~~agreement satisfies the MDO requirements; and~~

21 WHEREAS, all of the agreements, studies, reports and other documents referenced in
22 this ~~Incremental Development Order~~IDO shall be kept on file with the SWFRPC; and

1 WHEREAS, the Board, as the governing body of the unincorporated area of Charlotte
2 County having jurisdiction pursuant to Section 380.06, Florida Statutes, is authorized and
3 empowered to consider the ~~AIDA~~[Notice of Proposed Change \(“NOPC”\)](#) for the ~~Babeock~~
4 ~~Charlotte~~[BRC](#) Increment 1; and

5 WHEREAS, the public notice requirements of Section 380.06, Florida Statutes, and the
6 Charlotte County Land Development Regulations (“LDR”), which includes the County’s Zoning
7 Ordinance, have been satisfied for the ~~AIDA~~[NOPC](#); and

8 WHEREAS, the Charlotte County Planning and Zoning Board has reviewed and
9 considered the report and recommendations of the SWFRPC and held a public hearing to
10 consider the ~~AIDA~~[NOPC](#) on ~~December 14, 2009~~ _____; and

11 WHEREAS, the issuance of a development order pursuant to Section 380.06, Florida
12 Statutes, does not constitute a waiver of any powers or rights of County regarding the issuance of
13 other development permits consistent herewith; and

14 ~~WHEREAS, County and Developer entered into a development agreement on April 20,~~
15 ~~2006, which sets forth various rights and duties of the parties with respect to infrastructure for~~
16 ~~Babeock Charlotte (“Charlotte Development Agreement”); and~~

17 ~~WHEREAS, the District was established by the 2007 Session of the Florida Legislature~~
18 ~~to design, finance, construct, operate, and maintain various infrastructure elements within~~
19 ~~Babeock Charlotte; and~~

20 WHEREAS, on ~~December 15, 2009~~ _____ the Board, at a public
21 hearing in accordance with Section 380.06, Florida Statutes, having considered the ~~AIDA~~[NOPC](#)
22 submitted by Developer, the ~~AIDA~~[NOPC](#) sufficiency questions from reviewing agencies and
23 Developer’s responses thereto, the report and recommendations of the SWFRPC, the

1 documentary and oral evidence presented at the hearing before the Board, the report and
2 recommendations of the Charlotte County Planning and Zoning Board, and the recommendations
3 of ~~Charlotte County~~County staff, ~~and the Charlotte Development Agreement,~~ makes the Findings
4 of Fact and Conclusions of Law set forth below.

5 NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY
6 COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA THAT:

7 **RECITALS**

8 The recitals set forth above are true and correct and are incorporated herein and made a
9 part hereof.

10 **FINDINGS OF FACT AND CONCLUSIONS OF LAW**

11 1. The real property constituting ~~the Babcock Charlotte~~ Increment 1 which is the subject of
12 the ~~AIDA~~AIDANOPC, consists of approximately ~~3,051.36~~4047.98 acres, and is legally described as
13 set forth in Exhibit A attached hereto and made a part hereof (“Property” or “Community”).

14 2. The ~~AIDA~~AIDANOPC is consistent with Subsections 380.06(6) and (21), Florida Statutes.

15 3. The ~~AIDA~~AIDANOPC is consistent with the MDO, which is incorporated herein by reference.

16 4. The Developer submitted to the County an ~~AIDA~~AIDANOPC in ~~January, 2009~~
17 _____ and responses to sufficiency questions dated ~~May, 2009 and July, 2009~~
18 _____.

19 _____ The application was deemed sufficient by the SWFRPC on ~~September 21, 2009~~
20 _____ The representations and commitments of Developer made in those
21 documents which are made conditions of this ~~Incremental Development Order~~IDO are identified
and set forth herein.

22 5. The Developer proposes to develop Increment 1 in accordance with the Babcock Master
23 Concept Plan (Map H through H-4, collectively referred to herein as Map H) attached hereto as
24 Exhibits B-1 through B-4 and made a part hereof. Map H constitutes a portion of the revised

1 Master Plan for the Babcock Ranch Overlay District, in the Charlotte County Comprehensive
2 Plan (“Comprehensive Plan”) ~~and the revised portion of Exhibit C-1 in the Charlotte~~
3 ~~Development Agreement.~~ The development program for Increment 1 authorized by this
4 ~~Incremental Development Order~~ IDO, consisting of two phases, is as follows (“Development
5 Program”), subject to the limitations contained herein:

- 6 (i) 2,500 residential dwelling units (1,500 single family units and 1,000 multi-family
7 units),
- 8 (ii) 126,000 square feet of retail,
- 9 (iii) 322,500 square feet of office (general office; medical office; and civic,
10 community, and miscellaneous public facilities),
- 11 (iv) 100 hotel rooms,
- 12 (v) 90,000 square feet of industrial,
- 13 (vi) Ancillary facilities ~~of such as~~ the educational service center, schools, and
14 university research facilities as identified in Exhibit B of the MDO, libraries,
15 places of worship, regional and community park sites, and the necessary utility
16 infrastructure including, but not limited to, water, wastewater and reuse water
17 systems, electric, telephone and cable systems will not be attributed to the
18 development components set forth above, and will not count towards the
19 maximum thresholds of development as established in this ~~Incremental~~
20 ~~Development Order~~ IDO ~~and the BROD policies of the 2014 Comprehensive Plan.~~
- 21 (vii) All other ancillary facilities, ~~such as libraries, and places of worship~~ together with
22 the development components set forth above (excluding vi) shall not exceed the

1 maximum thresholds established in this ~~Incremental Development Order~~ IDO,
2 subject to the use of the Equivalency Matrix contained in Exhibit C.

3 (viii) Temporary housing for construction workers and their families will not count
4 against the residential dwelling units allowed herein.

5 As set forth in more detail in Section 4 below, from a transportation perspective, only Babcock
6 Ranch Community Increment 1-Phase 1 (“Increment 1- Phase 1”) is approved by this
7 ~~Incremental Development Order~~ IDO. Only the residential and non-residential development
8 shown on Exhibit E for Increment 1-Phase 1 is authorized by this ~~Incremental Development~~
9 ~~Order~~ IDO. However, site related preparation and improvements for Increment 1-Phase 1 and
10 Increment 1-Phase 2 are allowed, such as clearing, grading, infrastructure, water management,
11 mitigation, environmental restoration and landscaping. ~~Prior to submittal of Increment 1-Phase 2~~
12 ~~or any other Increments, an~~ An update of the Master Traffic Study ~~shall be~~ was conducted and
13 approved in accordance with the ~~MDO~~ Master Development Order as modified by that certain
14 ~~Notice of Proposed Change approved on December 15, 2009.~~ Additional units and square
15 footage will be added to the development program in the future through the filing of a NOPC to
16 this increment.

17 6. The development is not in an area designated as an Area of Critical State Concern
18 pursuant to the Provisions of Section 380.05, Florida Statutes, as amended.

19 7. The development of Increment 1 is consistent with the current land development
20 regulations and the Comprehensive Plan of County (“Comprehensive Plan”), adopted pursuant
21 to Chapter 163, Part II, Florida Statutes. Further, it is orderly, maximizes efficiency of
22 infrastructure, and provides for specific infrastructure improvements needed to meet prescribed
23 levels of service.

1 8. The Increment 1 development as approved herein is consistent with the State
2 Comprehensive Plan.

3 9. The mitigation provided for Increment 1 development is consistent with the requirements
4 of section 163.3180(12), F.S.

5 10. The ~~AIDA~~-NOPC for Increment 1 of the Babcock Ranch Community DRI is hereby
6 approved, subject to compliance with the conditions contained in this ~~Incremental Development~~
7 ~~Order~~IDO and the ~~MDO~~.

8 CONDITIONS

9 **1. GROSS RESIDENTIAL DENSITY CONDITION AND DEVELOPMENT** 10 **PROGRAM**

11 A. Representations and Commitments as Conditions.

12 (1) As provided in the Comprehensive Plan, net densities in the development pods
13 will range from 3 to 16 units per acre in villages, and from 3 to 24 units per acre in the town
14 center.

15 (2) The Development Program is approved and may be adjusted by Developer in
16 accordance with the equivalency matrix attached hereto, and incorporated herein, as Exhibit C.
17 The maximum and minimum limits of development within each category for Increment 1 shall
18 be subject to the Substantial Deviation criteria set forth in Subsection 380.06(19), Florida
19 Statutes.

20 (3) The Updated Summary of Land Dedication & Facilities Construction for
21 Increment 1 is attached hereto as Exhibit D and updates a portion of Exhibit D of the MDO.

22 ~~(3) As part of the review of this AIDA, a visioning workshop was held on April 6,~~
23 ~~2009 to solicit public input on the implementation of the Master Plan for Increment 1, and the~~

1 ~~notice for said workshop was properly advertised pursuant to County's advertising requirements~~
2 ~~for workshops; such workshop satisfies the MDO requirements.~~

3 (4) The amount of non-residential development which ~~must~~ may be constructed by
4 the end of Increment 1 relative to the cumulative number of residential units which have been, or
5 are projected to be, developed ~~by the end of in~~ Increment 1 shall be 10,000 square feet ~~consistent~~
6 ~~with the development limits established in the Comprehensive Plan. The detailed phasing of~~
7 ~~development and the development area by parameters within Increment 1 is set forth on Exhibit~~
8 ~~E attached hereto.~~ The intent is that non-residential uses ~~will be in place~~ be allowed to serve the
9 occupancy of dwelling units.

10 (5) Development within Increment 1 shall be in two phases in accordance with
11 Exhibit E. Phase 1 shall be year 2010 through ~~2014~~ 2021, and Phase 2 from 2015 through
12 ~~2019~~ 2026. Any development not completed in the Phase 1 may be completed in Phase 2.

13 (6) Current uses within Increment 1 may continue to operate until such time said use
14 is permanently replaced with a use approved herein. Current uses within Increment 1 include,
15 but are not limited to, cattle grazing and agricultural uses, mining and ecotourism uses. Permits
16 for existing uses can be renewed or modified as an allowed use until said use is permanently
17 replaced by a use approved herein.

18 (7) Increment 1 is approved for all conditions herein, with the exception of
19 Transportation impacts, which are approved only for Increment 1-Phase 1, as provided for in
20 Condition 4(A)(1) herein.

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1 **2. AFFORDABLE HOUSING**

2 A. Representations and Commitments as Conditions. – None.

3 (1) ~~A minimum of ten percent (10%) of the total number of residential units within~~
4 ~~Increment 1 shall be designated for affordable and workforce housing.~~

5 (2) ~~The Developer shall comply with the Affordable Housing Agreement. Said~~
6 ~~agreement satisfies the MDO requirements.~~

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1 **3. STORMWATER MANAGEMENT, WATER QUALITY, AND FLOOD PLAINS**

2 A. Representations and Commitments as Conditions.

3 (1) The Master Drainage Plan for Increment 1 is attached hereto as Exhibit F.

4 (2) The design of the Increment 1 surface water management system will comply
5 with the “Stormwater Plan” outlined in Subsection A and B in Condition 4 of the MDO.

6 (3) Developer shall submit the results from monitoring the existing ground and
7 surface water quality conditions on and abutting Increment 1 with the applicable Biennial Report
8 in accordance with Condition 13 herein.

9 (4) When available, Developer shall identify any changes including duration,
10 frequency and seasonality, in timing or pattern of water flows, and between pre- and post-
11 development conditions as part of the applicable Biennial Report in accordance with
12 Condition 13 herein.

13 (5) Development of Increment 1 includes conveyance features located outside the
14 Increment 1 boundaries that convey stormwater runoff. ~~Examples of conveyance features~~
15 include, but are not limited to, swales, ditches, canals and overland flow. Some improvements to
16 these conveyance features will be made as part of Increment 1.

17 (6) The stormwater management system shall be that system as permitted by the
18 South Florida Water Management District (“SFWMD”) Individual Environmental Resource
19 Permit No. 08-00004-S-05 ~~or and~~ the Florida Department of Environmental Protection (“FDEP”)
20 Individual Environmental Resource Permit No. 0184047-005 ~~as part of the Environmental~~
21 ~~Resource Permits~~ (“ERP”).

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1 **4. TRANSPORTATION**

2 A. Representations and Commitments as Conditions.

3 (1) Increment 1-Phase 1.

4
5 a. From a transportation perspective, only Babcock Ranch Community Increment 1–
6 Phase 1 (“Increment 1-Phase 1”) is approved by this ~~Incremental-Development~~
7 ~~Order~~IDO. Due to the limited development of Increment 1-Phase 1 and its build-out date
8 of ~~December 31, 2014~~March 4, 2021, the traffic analysis that has been conducted by the
9 Developer, Florida Department of Transportation (FDOT), ~~Charlotte-County~~County and
10 Lee County is sufficient. Only the residential and non-residential development shown on
11 Exhibit E for Increment 1- Phase 1 is authorized by this ~~Incremental-Development~~
12 ~~Order~~IDO. However, site related preparation and improvements for Increment 1-Phase 1
13 and Increment 1-Phase 2 are allowed, such as clearing, grading, infrastructure, water
14 management, mitigation, environmental restoration and landscaping are allowed. ~~Prior~~
15 ~~to submittal of Increment 1- Phase 2 or any other Increments, an update of the Master~~
16 ~~Traffic Study shall be conducted and approved in accordance with the Master~~
17 ~~Development Order as modified by that certain Notice of Proposed Change approved~~
18 ~~December 15, 2009.~~

19 b. Developer shall be fully responsible for the required site-related roadway and
20 intersection improvements associated with Increment 1– Phase 1 as set forth herein. Site-
21 related improvements include, but are not limited to, the following: site driveways and
22 roads; median cuts made necessary by those driveways or roads; right-turn, left-turn, and
23 deceleration or acceleration lanes leading to or from those driveways or roads; traffic
24 control measures for those driveways or roads; and roads or intersection improvements

1 whose primary purpose at the time of construction is to provide access to the
2 development. The specific site-related improvements shall be subject to review and
3 approval under the Site Plan Review process as provided in Section 3-9-5.1 of the Code
4 of Laws and Ordinances of Charlotte County, Florida (“Code”), and coordination with
5 FDOT. The site-related improvements are as follows:

- 6 SR 31 and South Project Entrance
- 7 - Add NB Right-Turn Lane
- 8 - Add SB Left-Turn Lane
- 9 - Signal, If and When Warranted

- 10 SR 31 and North Project Entrance
- 11 - Add NB Right-Turn Lane
- 12 - Add SB Left-Turn Lane
- 13 - Signal, If and When Warranted

14 Construction of ingress and egress driveways, as necessary along
15 SR 31.

16
17
18
19 c. The off-site traffic impacts of Increment 1-Phase 1, through ~~2014~~2021, as
20 estimated by the AIDA traffic analysis are identified in Exhibit J, which is attached
21 hereto and incorporated herein by reference. These off-site traffic impacts have been
22 accepted by FDOT, County, Lee County, ~~DCA~~ Department of Economic Opportunity,
23 Division of Community Development (“DEO”), and the SWFRPC, as the impacts
24 resulting from Increment 1-Phase 1.

25 1. The mutually agreed upon significant and adversely impacted
26 roadways and the identified improvements for Increment 1–Phase 1 are:

- 27 a. SR 31 from SR 78 to North River Road
- 28 - Widen from 2 to 4 lanes
- 29

1 2. The mutually agreed upon significantly and adversely impacted
2 intersections and the identified improvements for Increment 1–Phase 1
3 are:

- 4 a. SR 31 and SR 80
5 - Add Second Southbound Left-Turn Lane
6 - Add Second Eastbound Left-Turn Lane
7 - Signal Retiming
8
9 b. SR 31 and SR 78
10 - Add Second Eastbound Left-Turn Lane
11 - Signal Retiming
12
13 c. SR 31 and North River Road
14 - Add Westbound Left-Turn Lane
15 - Signalization, If and When Warranted
16

17 The Increment 1-Phase 1 proportionate share of the improvements, as
18 shown on Exhibit K, has been calculated consistent with F.S. 163.3180
19 (12)(a) and Rule 9J-2.045, F.A.C. The Increment 1–Phase 1 proportionate
20 share calculation was based on 1,156 pm peak hour two-way external trips
21 and 1,032 pm peak hour two-way net new trips established by the AIDA
22 traffic analysis. The calculated proportionate share for Increment 1-
23 Phase 1 is \$3,368,100 based upon the proportionate share percentages for
24 each improvement as shown on Exhibit K. The proportionate share
25 percentages have been accepted by FDOT, ~~Charlotte-County~~[County](#), Lee
26 County, ~~DCAD~~[DEO](#), and the SWFRPC for Increment 1-Phase 1,
27 recognizing that the actual costs may increase or decrease based upon the
28 final actual costs of the agreed upon improvements.

29 3. a. The Increment 1– Phase 1 agreed upon mitigation of the
30 significantly and adversely impacted roadways and intersection

improvements identified in Condition 4(A) (1) ~~bc~~.1., accepted by FDOT, ~~Charlotte County~~County, Lee County, ~~DCA~~DEO, and SWFRPC, shall be the following schedule of listed improvements and date-certain payment provisions:

| Reference # | Item | Total Cost | Anticipated Start Date ⁽³⁾ |
|-------------|---|--|--|
| 1 | Intersection Improvements: - SR31 and SR80 | \$243,000 | Monitoring ⁽¹⁾ |
| 2 | SR 31 Widening to 4 Lanes from SR 78 to North River Road <ul style="list-style-type: none"> • Cause to have prepared Project Development and Environment Study <u>or State Environmental Impact Report</u> of SR31 from SR78 to North River Road • Prepare Preliminary Engineering Plans for SR 31 from SR78 to North River Road • Undertake Right-of-Way Acquisition for SR 31 from SR78 to North River Road • Construct Interim Intersection Improvements: - SR 31 and North River Road \$521,000 \$126,000 - SR 31 and SR 78 \$5,935,000 • Construct 4 Lane Improvement for SR 31 from SR78 to North River Road | \$260,000 \$774,000 \$980,000 \$521,000 \$126,000 \$5,935,000 | Initiated ⁽²⁾ 2012 2014 Monitoring ⁽¹⁾ Monitoring ⁽¹⁾ 2015 |
| 3 | SR31 Traffic Count Stations | \$100,000 | 2011 |
| | TOTAL | \$ 8,939,000 | |

(1) Start date as required per Condition 4(A) (1) ~~bc~~.(4)(a)

(2) These tasks have been initiated early by Developer to facilitate completion of required improvements.

(3) Dates are anticipated and subject to adjustment by Developer and FDOT without a need to amend this development order. Start dates, as well as the associated mitigation requirements, contained within the IDO are subject to extension under Section 252.363, Florida Statutes.

b. If and when requested by ~~Charlotte County~~County, the Developer shall also make certain intersection improvements at SR 31 and CR 74, to

1 extend the Northbound to Westbound Left Turn Lane, at an estimated cost
2 of \$100,000, and as set forth in more detail in Section 4.d. below. ~~The~~
3 ~~anticipated start date for these intersection improvements is 2013.~~

4 4. After the effective date of this ~~Incremental—Development~~
5 ~~Order~~[IDO](#), the Developer shall:

6 a. Initiate the intersection improvements (Reference #1 above) no
7 later than 90 days after the monitoring report indicates that the
8 Project is generating at least 300 pm peak hour, two-way
9 external trips and the intersection is projected to operate below
10 the adopted level of service standard within 12 months. If
11 these improvements are not initiated within the above time
12 period, no building permits beyond these limitations can be
13 issued until these improvements are initiated.

14 b. Initiate the improvements of SR 31 to eventually result in the
15 four-laning for SR 31 from SR 78 to North River Road
16 (Reference #2 above). The improvements will consist of the
17 following:

18 i) Coordinate with FDOT to fund, continue and complete the
19 Project Development and Environment Study (PD&E) [or State](#)
20 [Environmental Impact Report \(SEIR\)](#) for SR31 from at least
21 SR78 to North River Road.

1 ii) Coordinate with FDOT to undertake the Preliminary
2 Engineering for the SR31 roadway widening from at least SR
3 78 to North River Road.

4 iii) Coordinate acquisition and funding with either the Babcock
5 Ranch Community Independent Special District, ~~Charlotte~~
6 ~~County~~[County](#), Lee County, or FDOT to assemble necessary
7 right-of-way.

8 iv) Coordinate with FDOT to construct the four-lane improvement.
9 As identified in Condition 4(A)(1)c.3 above, it is anticipated
10 that the PD&E study [or SEIR](#), the preliminary engineering, and
11 the right-of-way acquisition will occur through 2014.
12 Construction of the widening improvement is anticipated to
13 commence in 2015. Of note, the interim intersection
14 improvements may provide additional capacity to the roadway
15 to maintain the roadway level of service standards, subject to
16 biennial monitoring and confirmation after construction of the
17 interim intersection improvements. [\[NOTE: Dates contained](#)
18 [within the IDO, as well as the associated mitigation](#)
19 [requirements, are subject to extension in accordance with](#)
20 [Section 252.363, Florida Statutes.\]](#)

21 v) Coordinate with FDOT to construct interim intersection
22 improvements at SR 31 and North River Road and at SR 31
23 and SR 78. Intersection improvements are to be initiated no

1 later than 90 days after the monitoring report indicates that the
2 Project is generating at least 300 pm peak hour, two-way
3 external trips.

4 c. Install permanent traffic count stations at the Project's access
5 points off SR 31 at the time of constructing the access points
6 and up to two permanent traffic count stations along SR31,
7 north and south of the proposed permanent entrances to the
8 Community in 2011. Final location of the count stations will
9 be coordinated with ~~Charlotte-County~~[County](#) (Reference #3
10 above). [NOTE: Dates contained within the IDO, as well as the
11 associated mitigation requirements, are subject to extension in
12 accordance with Section 252.363, Florida Statutes.]

13 d. If and when requested by ~~Charlotte-County~~[County](#) the
14 Developer will provide for the extension of the northbound
15 SR31 left turn lane at CR 74. ~~Charlotte-County~~[County](#) will
16 complete the analysis to determine the extent of the
17 improvement and the timing requirement of the improvement.

18 5. FDOT has maintenance authority for SR 31 and the intersection
19 improvements set forth above. Developer shall be responsible for the
20 guaranteed construction of the above improvements, in accordance with
21 the above schedule, and in accordance with the binding and enforceable
22 commitment by the Developer in this ~~Incremental Development Order~~[IDO](#)
23 and on the attached Exhibit L to assure construction or improvement of

1 these facilities, pursuant to F.S. 163.3180(12)(a)4. and Rule 9J-
2 2.045(7)(a)1.a.(V), F.A.C.

3 6. As the cost of the mitigation by the Developer for Increment 1-
4 Phase 1 exceeds the proportionate share of the impacts from Increment 1-
5 Phase 1 of \$3,368,100 (as adjusted up or down in accordance with actual
6 costs and based upon the accepted proportionate share percentages shown
7 on Exhibit K), the Developer shall be credited to the overall impact of the
8 Project for the cost of improvements beyond the proportionate share
9 amount as provided in the MDO and applicable law. Developer and
10 ~~Charlotte County~~County may enter into a Transportation Credit
11 Agreement to further delineate the terms and procedures for implementing
12 credits for identified improvements set forth above in excess of the
13 proportionate share of Increment 1-Phase1. Credit for the cost of
14 additional improvements as set forth above shall be analyzed as part of
15 transportation analysis for Increment 1-Phase 2 or future increments and ~~to~~
16 be included in subsequent incremental development orders.

17 ~~d. As provided for elsewhere in this Incremental Development Order, the Developer~~
18 ~~shall submit biennial Monitoring Reports pursuant to the requirements of Section 380.06(18),~~
19 ~~F.S., Chapter 9J-2, F.A.C., and the MDO~~

20 ed. Satisfaction of the required mitigation in the timeframes as outlined and
21 compliance with the transportation related provisions of this ~~Incremental Development~~
22 ~~Order~~IDO for Increment 1-Phase 1 shall satisfy the road or traffic concurrency requirements of
23 the ~~Charlotte County~~Comprehensive Plan, ~~Charlotte County Land Development~~

1 | ~~Regulations~~LDR, and the Charlotte County Concurrency Management System, through
2 | ~~December 31, 2014~~March 4, 2021 (the build out date of Increment 1–Phase 1). If the Developer
3 | proposes to extend the build out date of Increment 1-Phase 1 beyond ~~December 31, 2014~~March
4 | 4, 2021, the Developer and the review agencies, during the development order amendment
5 | process pursuant to Section 380.06(10), Florida Statutes, shall re-evaluate the future traffic
6 | impact of the development in a manner consistent with the Master Development Order, and shall
7 | re-evaluate the concurrency status of Increment 1–Phase 1 on all roadway segments listed in
8 | Conditions 4(A)(1)c.1 above.

9 | ~~fe.~~ DCADEO has determined that SR 31 is a Regionally Significant Roadway as
10 | defined in Rule 9J-2.045, F.A.C.

11 | ~~gf.~~ Charlotte CountyCounty, by approving this ~~Incremental Development Order~~IDO,
12 | has exercised its discretion to accept this mitigation for Increment 1-Phase 1.

13 | ~~hg.~~ Improvements to the facilities outlined above shall be made at the time that a road
14 | segment or intersection is expected to operate below the level of service standard adopted in an
15 | impacted jurisdiction’s Comprehensive Plan. No building permits for residential and non-
16 | residential development shown on Exhibit E for Increment 1- Phase 1 shall be issued unless the
17 | improvements are: a) complete, b) under construction, c) the subject of a clearly identified,
18 | executed and recorded local government development agreement consistent with Sec. 163.3220
19 | through 163.3423, F.S. incorporated into the ~~Incremental Development Order~~IDO ensuring
20 | completion concurrent with impacts; or d) the subject of a binding commitment ensuring
21 | completion concurrent with impacts incorporated into the ~~Incremental Development Order~~IDO.

22 | (2) Increment 1-Phase 2
23 |

1 a. Increment 1-Phase 2 transportation impacts and mitigation shall be addressed
2 through an NOPC. All other conditions, other than Transportation, have been fully addressed for
3 the entire Increment 1, so that the NOPC need only address Transportation issues, unless the
4 Developer wishes to make other changes to the Development Program which necessitates a
5 review of the other conditions.

6 (3) The Master Internal Circulation Plan for Increment 1 is attached hereto as
7 Exhibit G.

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1 **5. VEGETATION, WILDLIFE, AND WETLANDS**

2 A. Representations and Commitments as Conditions.

3 (1) No additional species have been documented within Increment 1 over those
4 identified in the MDO.

5 (2) Development within Increment 1 shall comply with the threatened and
6 endangered management plan (“T&E Plan”) provided for in the Conceptual ERP and United
7 States Army Corps of Engineers Permit [SAJ 2006-6656 \(IP-MJD\)](#) (“ACOEP”).

8 (3) Development within Increment 1 shall comply with the mitigation requirements
9 provided for in the ERP and ~~United States Army Corps of Engineers Permit (“ACOEP”)~~[ACOEP](#).

10 (4) Mitigation for wetlands and listed species within the Increment 1 boundary may
11 occur outside the Increment 1 boundary in accordance with state and federal permits and the
12 MDO.

13 (5) The approved T&E Plan and approved Mitigation Plan will be provided as part of
14 the first applicable Biennial Report to the County, the SWFRPC and the ~~DCA, Division of State~~
15 ~~Planning~~[DEO](#) in accordance with Condition 13 herein. The Biennial Report shall also contain
16 copies of any conservation easements that have been recorded relative to Increment 1 that were
17 not provided in a previously submitted Biennial Report.

18 (6) Developer shall provide a copy of the Prescribed Fire Plan once completed as part
19 of the applicable Biennial Report in accordance with Condition 13 herein.

1 (7) An updated Greenway Map for Increment 1 is attached hereto as Exhibit H1 and
2 Exhibit H2. Developer shall comply with the Babcock Ranch Community Charlotte County
3 Greenways Management Plan, a copy of which was provided to ~~Charlotte County~~[County](#) and is
4 on file with the SWRPC.

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1 **6. WASTEWATER MANAGEMENT AND WATER SUPPLY**

2 A. Representations and Commitments as Conditions.

3 (1) The updated Primary Utility Corridor map for Increment 1 is attached hereto as
4 Exhibit I.

5 (2) The source of raw water for potable service within Increment 1 will be
6 groundwater ~~from the Floridan Aquifer~~. MSKP Town and Country Utility, LLC or its successors
7 and assigns will provide water service for Increment 1.

8 (3) MSKP Town and Country Utility, LLC or its successors and assigns will provide
9 wastewater service for Increment 1.

10 (4) A centralized wastewater treatment system, in the form of package plants, shall be
11 limited to 1.5 MGD (not including wastewater treatment options which will be employed in the
12 North Babcock Area).

13 (5) On-site wastewater treatment system(s) may be used permanently within the
14 Increment 1 North Area.

15 (6) Agricultural activities within the Increment 1 North Area will continue to use the
16 existing agricultural wells. An agricultural well may be converted or a new potable well
17 established for non-agricultural activities within the Increment 1 North Area.

18 (7) All effluent suitable for Public Access Reuse will be stored and distributed as
19 needed into an irrigation system which will include residential, commercial, median and other
20 green areas. After storage has been maximized, excess effluent will be disposed of ~~via deep~~
21 ~~injection well~~ consistent with Florida Department of Environmental Protection permitting.
22 Irrigation systems will use best management practices to minimize overspray onto impervious
23 systems that could lead to the stormwater management system.

1 (8) MSKP Town and Country Utility, LLC, or its successors and assigns, will provide
2 reclaimed water service for Increment 1.

3 **REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY**
4

1 7. **EDUCATION**

2 A. Representations and Commitments as Conditions.

3 (1) The Developer shall comply with the School Site Dedication Agreement.—~~Said~~
4 ~~agreement satisfies Condition 9A. of the MDO requirements.~~

5 (2) The Developer shall comply with the Charlotte County Public School Facilities
6 Element of the Comprehensive Plan regarding the process for school concurrency management,
7 review and approval, and with Article XIV of the Charlotte County Land Development Code,
8 Concurrency Management regulations.

9 **REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY**

10

1 **8. POLICE AND FIRE**

2 A. Representations and Commitments as Conditions.

3 ~~(1) — The Updated Summary of Land Dedication & Facilities Construction for~~
4 ~~Increment 1 is attached hereto as Exhibit D and updates a portion of Exhibit D of the MDO.~~

5 ~~(2)~~(1) The specifications for (1) Horton EMS Transport Vehicle were submitted as part
6 of the AIDA for Increment 1. One (1) such vehicle shall be provided in accordance with
7 Exhibit D. The housing of that vehicle will be the responsibility of County.

8 ~~(3)~~(2) The District shall place an interim fully operational double-wide trailer at least 24
9 feet in width and 60 feet in overall length as the first Sheriff's Sub-Station next to the existing
10 fire station located on SR 31 which will utilize the utilities serving the existing fire station. Said
11 trailer shall be made available to the Sheriff by the issuance of the first residential Certificate of
12 Occupancy and will be terminated upon the opening of the combined fire/Sheriff's facility in a
13 future increment.

14 ~~(4)~~(3) All law enforcement, fire, and EMS impact fees collected from the Development
15 (not including any interest earned by County) shall be provided to District and/or Developer in
16 the form of reimbursements as set forth in the Impact Fee Agreement.

17 ~~(5) — The following Crime Prevention Through Environmental Design (CPTED)~~
18 ~~standards will be addressed as part of site plan review:~~

19 ~~(a) — Designated use of space;~~

20 ~~(b) — Crime problem incidental to that designated use;~~

21 ~~(c) — Solution(s) compatible with that designated use; and~~

1 ~~(d) — Incorporation of crime prevention strategies that enhance or do not impair~~
2 ~~the use of the designated space.~~

3 (4) Fire protection may be served by appropriately pressurized irrigation water.

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1 **9. OPEN SPACE AND PARKS**

2 A. Representations and Commitments as Conditions.

3 (1) Renewable energy resource facilities and systems shall be allowed throughout
4 Increment 1. If constructed within Active Greenways, such facilities shall not count as open
5 space.

6 (2) Park sites shall be conveyed with exotic ~~pest~~ plants removed and infrastructure
7 provided as set forth in Exhibit D.

8 (3) District or Developer shall prepare the master plan(s) for the permanent park
9 site(s) required within Increment 1 in consultation with County and at no cost to the County.

10 The County ~~shall~~may participate with the design team in development of the master plan(s).
11 County shall enter into an agreement with Developer or District regarding the development and
12 operation of parks prior to the 500th residential Certificate of Occupancy (“C/O”) being issued
13 within Increment 1.

14 (4) General agricultural operations may be conducted throughout Increment 1 in
15 accordance with the Comprehensive Plan and the LDR.

16 (5) All parks and library impact fees collected from the Development within
17 Increment 1 shall be provided to District and/or Developer in accordance with the Impact Fee
18 Agreement.

19 (6) Common recreational areas and common open spaces within Increment 1, if any,
20 will be maintained by ~~the master~~a property owner’s association, the District, or a Chapter 190
21 Community Development District.

1 (7) Some recreation and parks may be provided as temporary uses in Increment 1 that
2 might be replaced by future development as other facilities are provided.

3 (8) Mini parks shall be provided at a minimum of one-half (.5) acre per one-thousand
4 population and neighborhood parks shall be provided at a minimum of one and one-half (1.5)
5 acre per one-thousand population within Increment 1.

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7

1 **10. ENERGY**

2 A. Representations and Commitments as Conditions.

3 (1) A Solar Photovoltaic Electrical Generation Facility and associated facilities, a
4 substation, an operations and maintenance building, and related appurtenances may be
5 constructed throughout Increment 1.

6 (2) One (1) zero energy home shall be constructed within Increment 1.

7 **REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY**

8

1 **11. MINING OPERATIONS**

2 A. Representations and Commitments as Conditions.

3 (1) The existing mining operations may be continued during development of
4 Increment 1, consistent with permitting. As mining operations are phased out, mining lakes will
5 be properly reclaimed pursuant to applicable permits.

6 **REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY**

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1 **12. CONSISTENCY WITH THE LOCAL COMPREHENSIVE PLAN**

2 ~~Charlotte County~~County has determined that the Increment 1 project is consistent with its
3 Comprehensive Plan.

4 **13. BIENNIAL REPORTS**

5 The Developer of Increment 1, or its successor(s)-in-title to the undeveloped portions of
6 Increment 1, must submit a biennial report to the County, the SWFRPC and the ~~DCA, Division~~
7 ~~of State Planning (“Division”)~~DEO, on Form RPM-BSP Annual Report – 1. This report must
8 describe the stage of development and the status of compliance with the ~~Incremental~~
9 ~~Development Order~~IDO conditions as of the date of submission and be consistent with the rules
10 of ~~DCA~~DEO. The first report must be submitted to the DRI Coordinator for SWFRPC, the
11 ~~Division~~DEO, and County simultaneous with the next MDO annual report due not sooner than 2
12 years after approval of this ~~Incremental Development Order~~IDO. Further reporting must be
13 submitted not later than once every two years for subsequent calendar years thereafter,
14 simultaneous with the MDO annual reports, until Buildout, whether actual or declared. Failure to
15 comply with this biennial reporting procedure is governed by Subsection 380.06(18), Florida
16 Statutes, which provides for the temporary suspension of the ~~Incremental Development~~
17 ~~Order~~IDO. The Developer of Increment 1 must inform successors-in-title to any undeveloped
18 portion of the real property covered by this ~~Incremental Development Order~~IDO of this reporting
19 requirement.

20 **14. CHANGED CONDITIONS**

21 If County, during the course of monitoring the development of Increment 1, can
22 demonstrate that substantial changes in the conditions underlying the approval of this
23 ~~Incremental Development Order~~IDO has occurred or that this ~~Incremental Development~~

1 ~~Order~~IDO was based on substantially inaccurate information provided by the Developer,
2 resulting in additional substantial regional impacts, then a substantial deviation shall be deemed
3 to have occurred.

4 **15. COMPLIANCE MONITORING**

5 The County Administrator, or his or her designee, shall be the local official responsible
6 for assuring compliance with the ~~Incremental Development Order~~IDO. Monitoring procedures
7 will include County's site plan review and code enforcement procedures, and the Biennial
8 Reports.

9 **16. EXEMPTION FROM DOWNZONING AND DENSITY/INTENSITY** 10 **REDUCTION**

11 Pursuant to Subsection 380.06(15)(c)3, Florida Statutes, this Increment 1 project is
12 exempt from down zoning, intensity reduction, or unit density reduction until ~~December 31,~~
13 ~~2037~~September 9, 2042, unless County can demonstrate that substantial changes in the
14 conditions underlying the approval of this ~~Incremental Development Order~~IDO have occurred or
15 this ~~Incremental Development Order~~IDO was based on substantially inaccurate information
16 provided by the Developer or that the change is clearly established by local government to be
17 essential to the public health, safety, or welfare.

18 **17. COMMENCEMENT OF DEVELOPMENT**

19 Development shall commence in accordance with the deadline(s) established in this
20 ~~Incremental Development Order~~IDO.

21 **18. PROJECTED BUILDOUT**

22 Buildout of Increment 1 is projected to occur on or about ~~December 31, 2019~~March 4,
23 ~~2026~~ ("Buildout Date").

1 **19. EXPIRATION DATE**

2 The expiration date for this ~~Incremental Development Order~~IDO is ~~December 31,~~
3 ~~2026~~March 4, 2033.

4 **20. DEVELOPMENT PERMITS**

5 Subsequent requests for development permits within Increment 1 shall not require further
6 review pursuant to Section 380.06, Florida Statutes, unless it is found by the Board ~~of County~~
7 ~~Commissioners of Charlotte County~~ (“Board”), after due notice and hearing, that one or more of
8 the following items listed in Paragraphs A and B is present. Upon such a finding, the Board may
9 take any action authorized by Subsection 380.06(19), Florida Statutes, pending issuance of an
10 amended development order.

11 A. A substantial deviation from the terms or conditions of this ~~Incremental~~
12 ~~Development Order~~IDO, a failure to carry out conditions, commitments or mitigation measures
13 to the extent set forth herein or consistent with the timing schedules specified herein or
14 substantial deviation from the approved development plans which create a reasonable likelihood
15 of additional regional impacts or other types of regional impacts which were not previously
16 reviewed by the SWFRPC; or

17 B. An expiration of this ~~Incremental Development Order~~IDO as provided herein.

18 **21. GENERAL PROVISIONS**

19 The approval granted by this ~~Incremental Development Order~~IDO is limited. Such
20 approval shall not be construed to relieve the Developer of the duty to comply with all other
21 applicable local, state or federal permitting regulations.

22 A. Developer and County shall work together in a cooperative manner to ensure that
23 the necessary applications to County, the issuance of permits and the conduct of inspections

1 occur expeditiously and that development is not impeded by unnecessary delays associated with
2 such applications, permit issuances, and inspections.

3 B. It is understood that any reference herein to any governmental agency shall be
4 construed to mean any future entity which may be created or be designated or succeed in interest
5 to, or which otherwise possesses any of the powers and duties of, any referenced governmental
6 agency in existence on the effective date of this ~~Incremental Development Order~~[IDO](#).

7 C. Appropriate conditions and commitments contained herein may be assigned to or
8 assumed by District.

9 D. If there is a conflict between a provision in this ~~Incremental Development~~
10 ~~Order~~[IDO](#) and a provision in the MDO ~~or the Charlotte Development Agreement~~, the provision
11 in this ~~Incremental Development Order~~[IDO](#) shall prevail for Increment 1. Exhibit D, attached
12 hereto and made a part hereof by reference, is an updated version of Exhibit D to the ~~Charlotte~~
13 ~~Development Agreement~~[MDO](#) entitled “Summary of Land Dedication and Facilities
14 Construction” ~~and the MDO~~, as to the Increment 1 property. Said updated Exhibit D ~~also~~
15 ~~replaces~~[amends](#) Exhibit D to the ~~Charlotte Development Agreement and the~~ MDO as to the
16 Increment 1 property.

17 E. If there is a conflict between a provision in this ~~Incremental Development~~
18 ~~Order~~[IDO](#) and a provision in an ERP, a Consumptive Use Permit (“CUP”) or ACOEP, the
19 provision in the ERP, CUP, or ACOEP shall prevail.

20 F. In the event that any portion or section of this ~~Incremental Development~~
21 ~~Order~~[IDO](#) is determined to be invalid, illegal, or unconstitutional by a court or agency of
22 competent jurisdiction, such decision shall in no manner, affect the remaining portions of this
23 development order which shall remain in full force and effect.

1 G. This ~~Incremental Development Order~~ IDO shall be binding upon the County and
2 the Developer, its assignees or successors-in-interest.

3 H. This ~~Incremental Development Order~~ IDO shall become effective upon NOPC-~~09-~~
4 ~~09-12~~ _____, approved by the Board on ~~December 15, 2009~~ _____
5 _____, becoming effective. All dates contained herein are based upon an
6 assumed effective date occurring within 120 days of December 15, 2009
7 _____. If for any reason the actual effective date occurs beyond the 120 day assumption, all
8 time frames contained herein shall be extended commensurate with the number of days beyond
9 the 120 days it takes for this IDO to become effective.

10 I. The County shall provide certified copies of this ~~Incremental Development~~
11 ~~Order~~ IDO to ~~DCA~~ DEO and the SWFRPC as provided in Subsection 380.06(25)(g), Florida
12 Statutes.

13 J. This Resolution shall be recorded in the Minutes of the Board.

14 PASSED AND DULY ADOPTED this 15th day of December,
15 ~~2009~~ 2013.

16
17 BOARD OF COUNTY COMMISSIONERS
18 OF CHARLOTTE COUNTY, FLORIDA
19

20
21 By: _____
22 ~~Robert J. Starr~~ Christopher Constance,

23 Chairman

24
25 ATTEST:
26 Barbara T. Scott, Clerk of Circuit
27 Court and Ex-officio Clerk to the
28 Board of County Commissioners
29

30 By: _____
31 Deputy Clerk

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APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: _____
Janette S. Knowlton, County Attorney

1 ~~The Applicant, Babcock Property Holdings, LLC, does hereby approve and assent to all of the~~
2 ~~terms, conditions, and provisions of the above and foregoing Incremental Development Order,~~
3 ~~and acknowledges that the same are binding upon the Applicant and its successors and assigns.~~

4 _____ ~~BABCOCK PROPERTY HOLDINGS, LLC~~

5
6
7 By: _____

8 _____ ~~Thomas J. Danahy, as President~~

EXHIBITS

| | | |
|----|-------------|---|
| 1 | | |
| 2 | Exhibit A-1 | Increment 1 North Area Babcock Ranch Community Legal |
| 3 | | Description |
| 4 | Exhibit A-2 | Increment 1 South Area Babcock Ranch Community Legal |
| 5 | | Description |
| 6 | Exhibit A-3 | Utility Easement Babcock Ranch Community Legal Description |
| 7 | Exhibit B-1 | Babcock Ranch Community Map H Increment 1 Master |
| 8 | | Development Plan |
| 9 | Exhibit B-2 | Babcock Ranch Community Map H-1 Increment 1 South Area |
| 10 | | Master Development Plan |
| 11 | Exhibit B-3 | Babcock Ranch Community Map H-2 Increment 1 Utility |
| 12 | | Easement Area Master Development Plan |
| 13 | Exhibit B-4 | Babcock Ranch Community Map H-3 Increment 1 North Area |
| 14 | | Master Development Plan |
| 15 | Exhibit B-5 | Babcock Ranch Community Map H-4 Increment 1 Master |
| 16 | | Development Plan Fixed and Variable Development Criteria |
| 17 | Exhibit C | Babcock Ranch Community Increment 1 Equivalency Matrix |
| 18 | Exhibit D | Updated Summary of Land Dedications and Facilities Construction |
| 19 | Exhibit E | Babcock Ranch Community Increment 1 Parameters |
| 20 | Exhibit F | Increment 1 Master Drainage Plan |
| 21 | | |
| 22 | Exhibit G | Increment 1 Master Internal Circulation Plan |
| 23 | | |
| 24 | Exhibit H1 | Increment 1 South Area Primary Greenway Map and Trails Plan |
| 25 | | |
| 26 | Exhibit H2 | Increment 1 North Area Primary Greenway Map and Trails Plan |
| 27 | | |
| 28 | Exhibit I | Increment 1 Primary Utility Corridor Map |
| 29 | | |
| 30 | Exhibit J | Increment 1, Phase 1, Future (2014) Traffic Conditions with 22% |
| 31 | | (Daily) Internal Capture Directional Peak Hour, Peak Season |
| 32 | | |
| 33 | Exhibit K | Increment 1, Phase 1, Future (2014) Traffic Conditions with |
| 34 | | Project Proportionate Share Calculation |
| 35 | | |

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Exhibit L Babcock Ranch Community DRI Increment 1-Phase 1 ~~Developers Binding Commitment Letter to Florida Department of Transportation~~[Master Roadway Improvement Agreement](#) dated ~~December 14, 2009~~[February 18, 2010](#) as approved under the [Board of County Commissioners of Charlotte County, Florida Resolution Number 2012-112](#)

EXHIBIT A-1

Date: 12/1/2009 9:27 AM
 Plotted by: Knobloch, Clint
 Layout Name: SHEET 1
 Drawing Name: F:\80100834\Survey\Boundary\80100834LGL01.dwg

LEGAL DESCRIPTION:

BEING A PARCEL OF LAND LYING OVER A PORTION OF SECTIONS 29, 31, AND 32, TOWNSHIP 41 SOUTH, RANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31; PROCEED NORTH 00°48'42" WEST, ALONG THE WEST LINE OF SAID SECTION 31, A DISTANCE OF 2975.54 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE NORTH LINE OF THAT CERTAIN "LESS & EXCEPT PARCEL" AS DESCRIBED IN OFFICIAL RECORDS BOOK 3011, PAGE 2078, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA; THENCE NORTH 89°11'17" EAST, DEPARTING SAID WEST LINE, AND ALONG SAID WESTERLY EXTENSION, A DISTANCE OF 349.99 FEET TO THE NORTHWEST CORNER OF SAID "LESS & EXCEPT PARCEL"; THENCE CONTINUE NORTH 89°11'17" EAST, ALONG THE NORTH LINE OF SAID "LESS & EXCEPT PARCEL", A DISTANCE OF 3,349.91 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°11'17" EAST, ALONG THE NORTH LINE OF SAID "LESS & EXCEPT PARCEL", A DISTANCE OF 2,311.08 FEET TO A POINT ON THE WEST LINE OF SAID "LESS & EXCEPT PARCEL"; THENCE NORTH 00°00'03" WEST, DEPARTING SAID NORTH LINE, AND ALONG SAID WEST LINE, A DISTANCE OF 2,799.32 FEET TO A POINT ON THE NORTH LINE OF SAID "LESS & EXCEPT PARCEL"; THENCE NORTH 89°59'57" EAST, DEPARTING SAID WEST LINE, AND ALONG SAID NORTH LINE, A DISTANCE OF 2,166.96 FEET; THENCE SOUTH 00°00'03" EAST, DEPARTING SAID NORTH LINE, A DISTANCE OF 5,764.83 FEET TO A POINT ON THE NORTH LINE OF THAT CERTAIN 100-FOOT WIDE ACCESS EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 3011, PAGE 2046, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA; THENCE NORTH 89°51'41" WEST, ALONG SAID NORTH EASEMENT LINE, A DISTANCE OF 3,037.25 FEET; THENCE NORTH 89°35'41" WEST, CONTINUING ALONG SAID NORTH EASEMENT LINE, A DISTANCE OF 1,440.60 FEET; THENCE NORTH 00°00'03" WEST, DEPARTING SAID NORTH EASEMENT LINE, A DISTANCE OF 2,915.19 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 442.56 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

THE BEARINGS AND DISTANCES SHOWN ON THIS SKETCH AND DESCRIPTION ARE "GRID" AND BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION, FLORIDA WEST ZONE, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT.

BEARING BASE:

THE WEST LINE OF SECTION 31, TOWNSHIP 41 SOUTH, RANGE 26 EAST, IS TAKEN TO BEAR NORTH 00°48'42" WEST, AND ALL OTHER BEARINGS SHOWN HEREON, ARE RELATIVE THERETO.

LEGEND:

O.R.B. = OFFICIAL RECORDS BOOK

 = SECTION CORNER

THIS IS NOT A SURVEY

© 2009 Boyle Engineering

SURVEYOR AND MAPPER'S SIGNATURE
 1. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
 2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.

CLINTON H. KNOBLOCH, PROFESSIONAL SURVEYOR & MAPPER
 STATE OF FLORIDA NO. 5053

PROJECT NAME:

SKETCH AND DESCRIPTION FOR:
 INCREMENT 1 - NORTH PARCEL

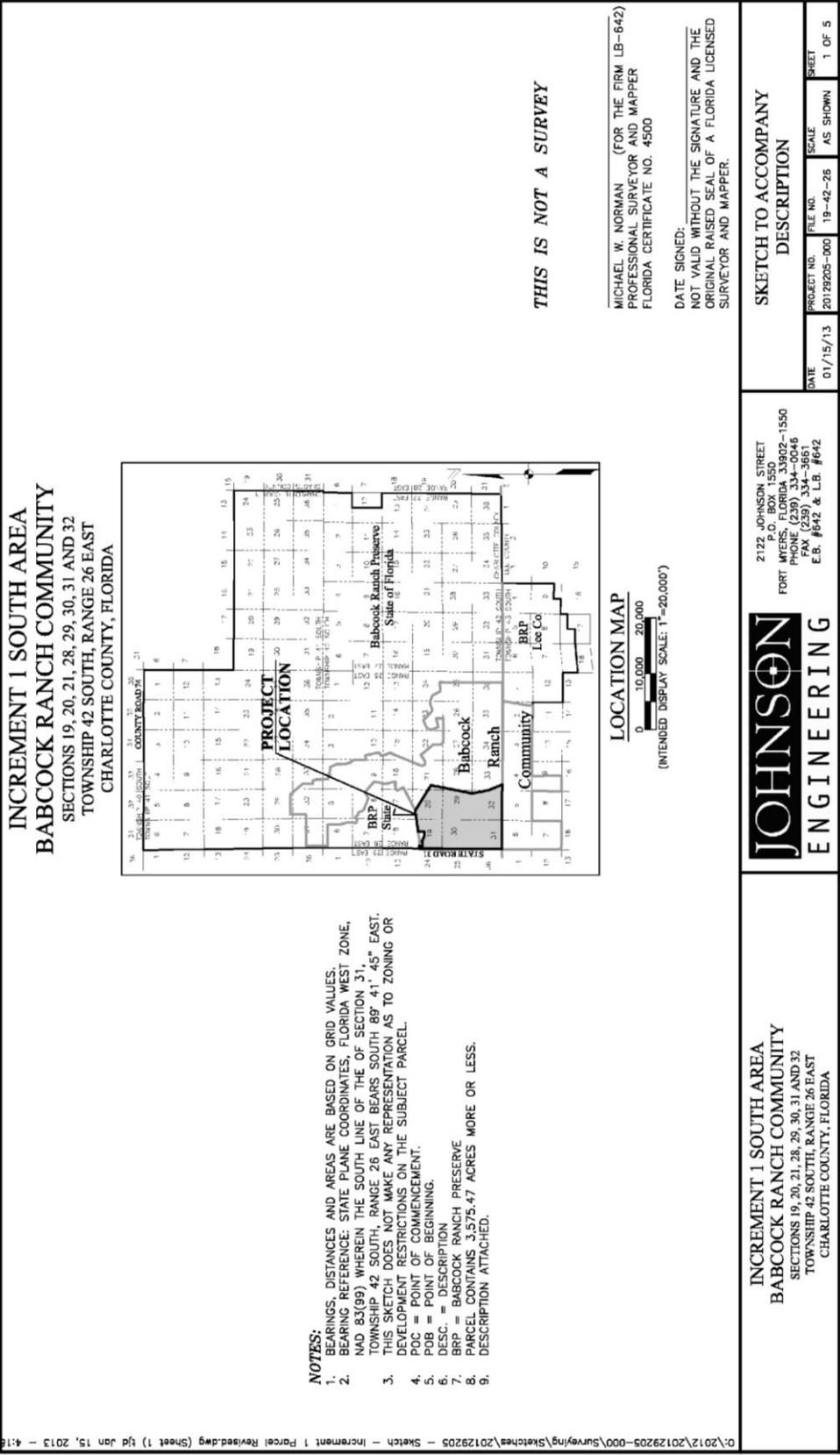
BOYLE ENGINEERING
 3550 S.W. Corporate Parkway
 Palm City, Florida 34980
 T 772.286.3883 F 772.286.3925
 BPR & FBPE License No's: 2005 & LB 7622
 www.boyle.aecom.com

Scale: N/A
 Sheet 1 OF 2
 Computed: CHK
 Checked: CHK

REVISIONS:

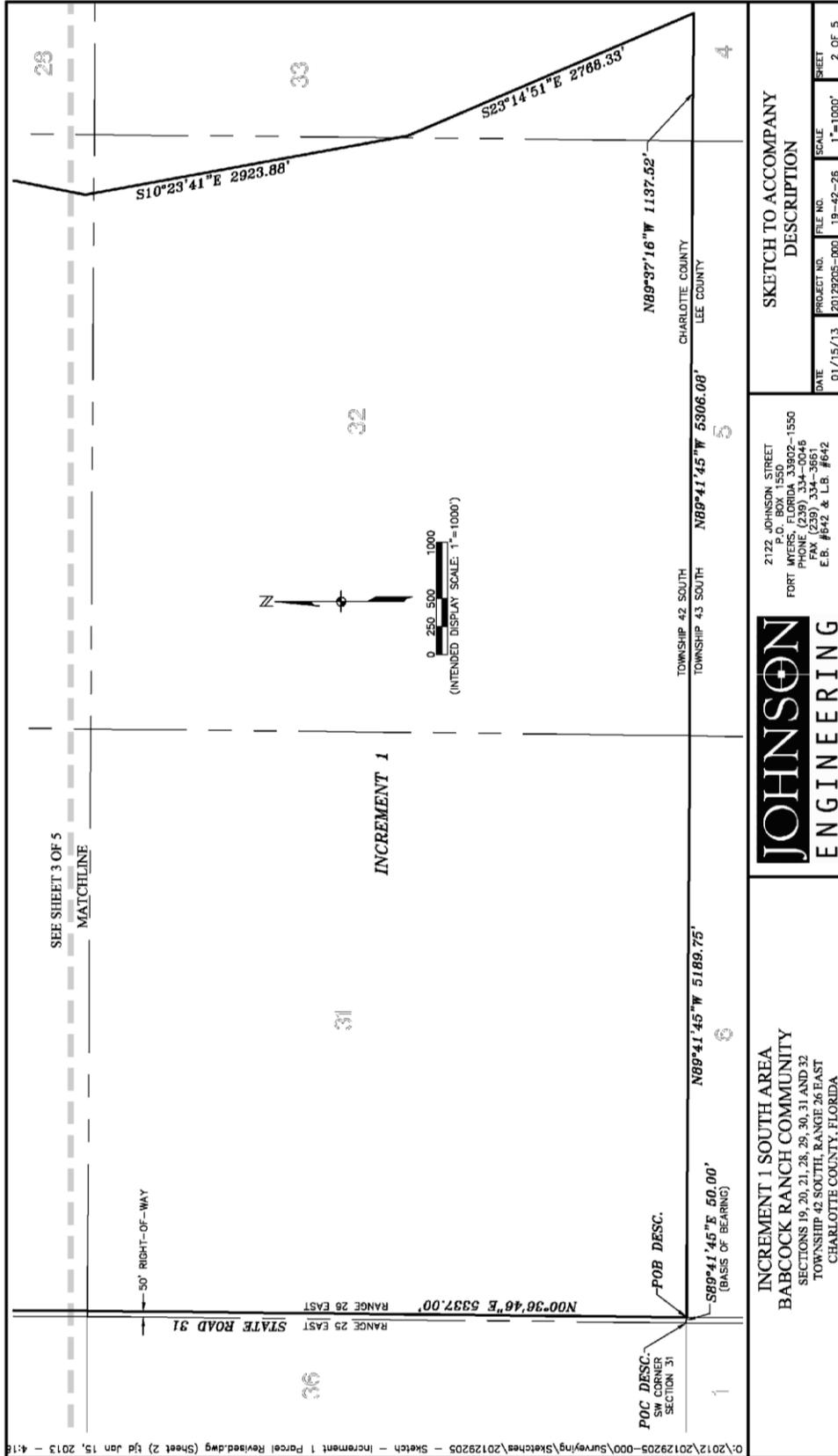
| | | |
|------------------|---------------------------|-------------------------|
| Field Book: N/A | Page: N/A | Field: N/A |
| Date 11/23/09 | FILE NO. 60100834LGL01 | Project No. 60100834 |

EXHIBIT A-2



- NOTES:**
1. BEARINGS, DISTANCES AND AREAS ARE BASED ON GRID VALUES.
 2. BEARING REFERENCE: STATE PLANE COORDINATES, FLORIDA WEST ZONE, NAD 83(99) WHEREIN THE SOUTH LINE OF THE OF SECTION 31, TOWNSHIP 42 SOUTH, RANGE 26 EAST BEARS SOUTH 89° 41' 45" EAST.
 3. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
 4. POC = POINT OF COMMENCEMENT.
 5. POB = POINT OF BEGINNING.
 6. DESC. = DESCRIPTION
 7. BRP = BABCOCK RANCH PRESERVE
 8. PARCEL CONTAINS 3.575.47 ACRES MORE OR LESS.
 9. DESCRIPTION ATTACHED.

EXHIBIT A-2



| | | |
|---|--|--|
| <p>JOHNSON ENGINEERING</p> <p>2122 JOHNSON STREET P.O. BOX 1550 FORT MEADE, FLORIDA 39002-1550 PHONE (239) 334-3642 FAX (239) 334-3651 E.B. #642 & L.B. #642</p> | | <p>DATE: 01/15/13</p> <p>PROJECT NO.: 20129205-000</p> <p>FILE NO.: 19-42-26</p> <p>SCALE: 1"=1000'</p> <p>SHEET: 2 OF 5</p> |
| <p>INCREMENT 1 SOUTH AREA BABCOCK RANCH COMMUNITY SECTIONS 19, 20, 21, 28, 29, 30, 31 AND 32 TOWNSHIP 42 SOUTH, RANGE 26 EAST CHARLOTTE COUNTY, FLORIDA</p> | | <p>SKETCH TO ACCOMPANY DESCRIPTION</p> |

EXHIBIT A-2

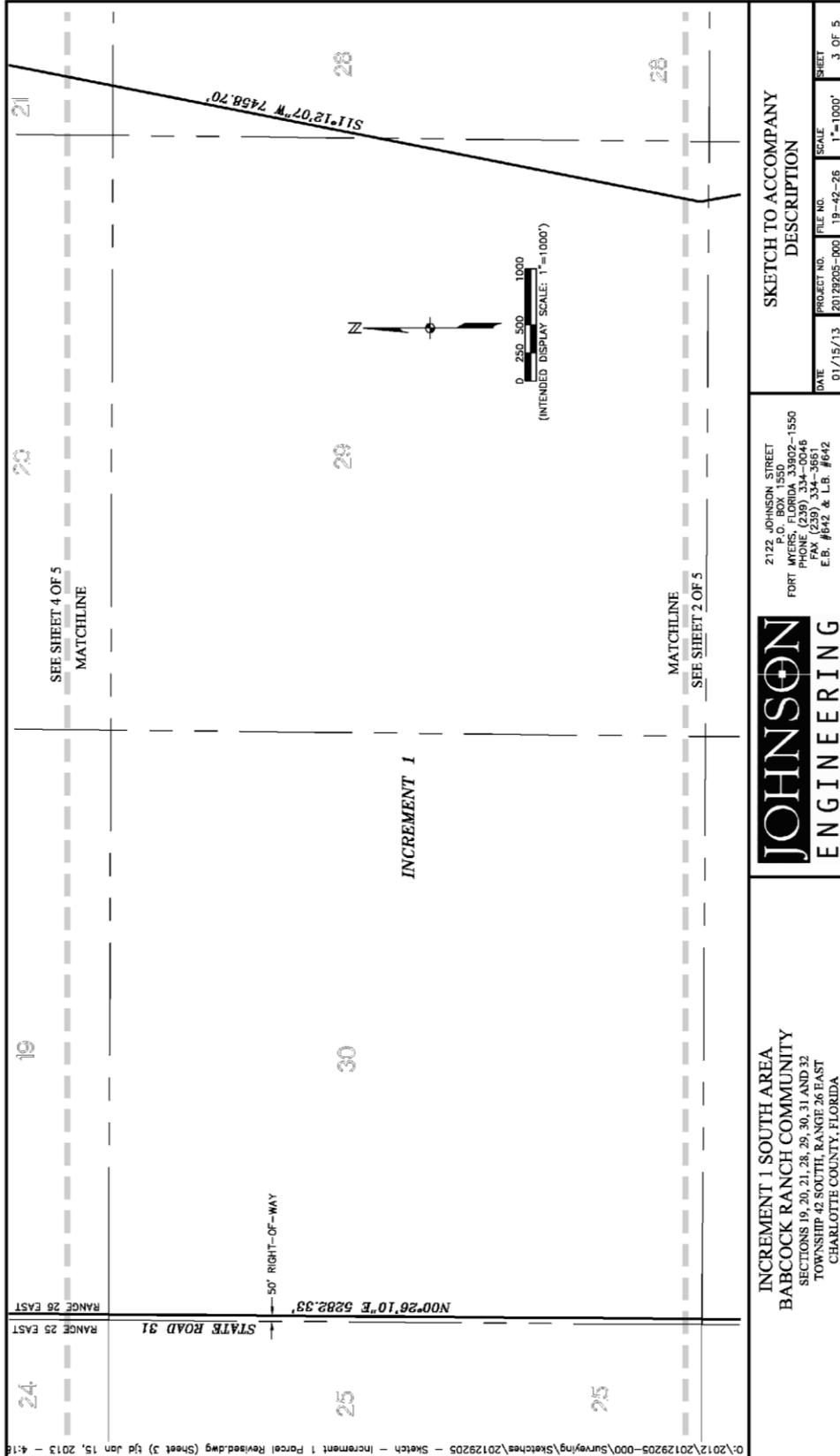


EXHIBIT A-2

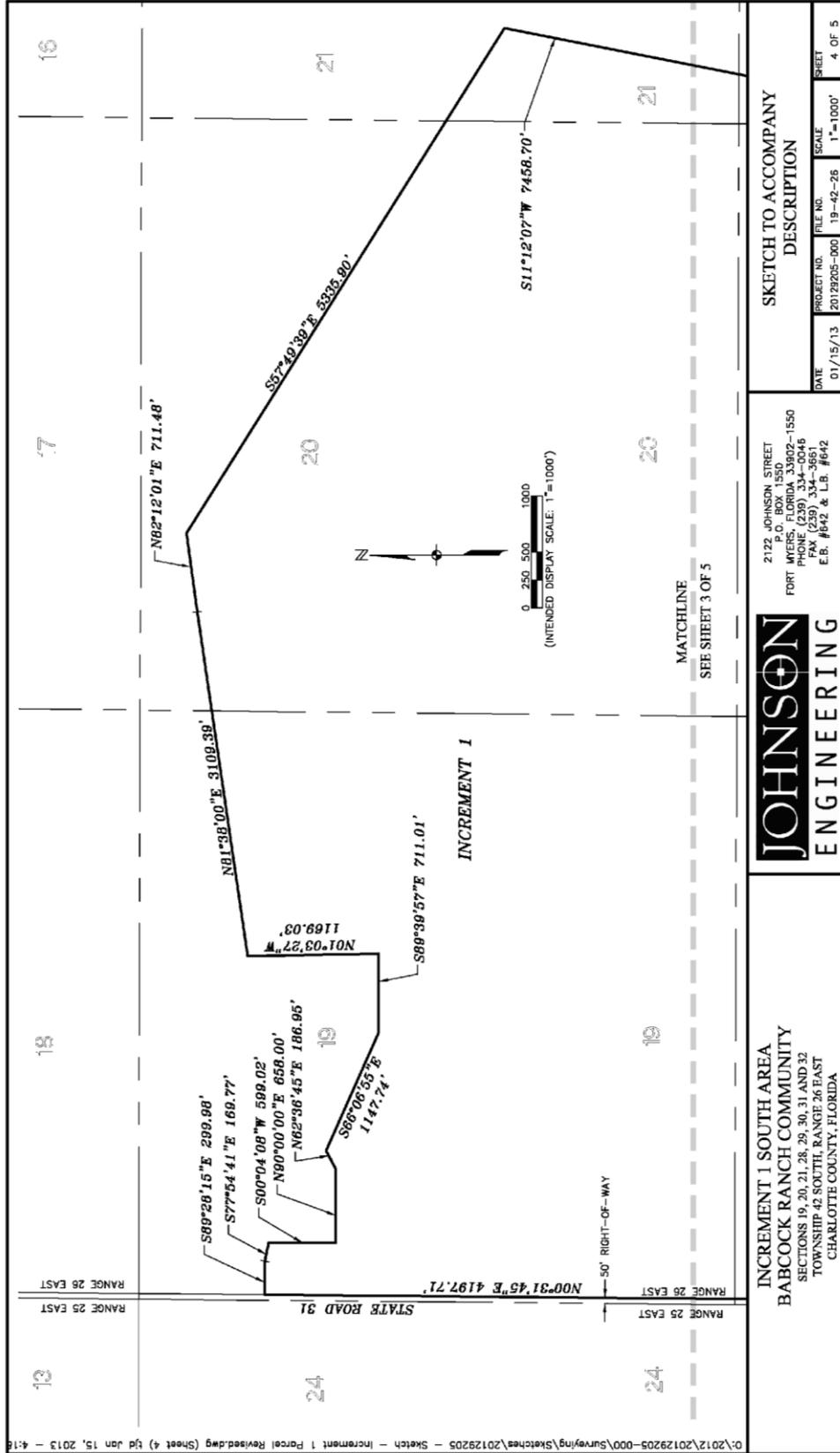


EXHIBIT A-2

| | | | | | | | |
|--|---|--------------------------------|---|--|--|--|--|
| <p style="text-align: center;"><u>DESCRIPTION</u></p> <p style="text-align: center;">INCREMENT 1 SOUTH AREA BABCOCK RANCH COMMUNITY SECTIONS 19, 20, 21, 28, 29, 30, 31, 32, AND 33 TOWNSHIP 42 SOUTH, RANGE 26 EAST CHARLOTTE COUNTY, FLORIDA</p> <p>A PARCEL OF LAND LYING IN SECTIONS 19, 20, 21, 28, 29, 30, 31, 32 AND 33, TOWNSHIP 42 SOUTH, RANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA, WHICH TRACT OR PARCEL IS DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31 THENCE SOUTH 89°41'45" EAST ALONG THE SOUTH LINE OF SAID SECTION 31 FOR 50.00 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 31 AND THE POINT OF BEGINNING.</p> <p>FROM SAID POINT OF BEGINNING THENCE THE FOLLOWING THREE (3) BEARINGS AND DISTANCES ON SAID EASTERLY RIGHT-OF-WAY LINE: NORTH 00°36'46" EAST FOR 5,337.00 FEET; NORTH 00°26'10" EAST FOR 5,282.33 FEET; NORTH 00°31'45" EAST FOR 4,197.71 FEET; THENCE SOUTH 89°28'15" EAST DEPARTING SAID RIGHT-OF-WAY LINE FOR 299.98 FEET; THENCE SOUTH 77°54'41" EAST FOR 189.77 FEET; THENCE SOUTH 00°04'08" WEST FOR 599.02 FEET; THENCE NORTH 90°00'00" EAST FOR 656.00 FEET; THENCE NORTH 62°36'45" EAST FOR 186.95 FEET; THENCE SOUTH 66°06'55" EAST FOR 1,147.74 FEET; THENCE SOUTH 89°39'57" EAST FOR 711.01 FEET; THENCE NORTH 01°03'27" WEST FOR 1,169.03 FEET; THENCE NORTH 81°38'00" EAST FOR 3,109.39 FEET; THENCE NORTH 82°12'01" EAST FOR 711.48 FEET; THENCE SOUTH 57°49'39" EAST FOR 5,335.90 FEET; THENCE SOUTH 11°12'07" WEST FOR 7,458.70 FEET; SOUTH 10°23'41" EAST FOR 2,923.88 FEET; THENCE SOUTH 23°14'51" EAST FOR 2,768.33 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 33, TOWNSHIP 42 SOUTH, RANGE 26 EAST; THENCE THE FOLLOWING BEARINGS AND DISTANCE ON THE SOUTH LINE OF SAID TOWNSHIP 42 SOUTH: NORTH 89°37'16" WEST FOR 1,137.52 FEET; NORTH 89°41'45" WEST FOR 5,306.08 FEET; NORTH 89°41'45" WEST ALONG SAID LINE FOR 5,189.75 FEET TO THE POINT OF BEGINNING.</p> <p>PARCEL CONTAINS 3,575.47 ACRES, MORE OR LESS.</p> <p>BEARINGS, DISTANCES AND AREAS ARE BASED ON GRID VALUES. BEARING REFERENCE: STATE PLANE COORDINATES, FLORIDA WEST ZONE, NAD 83 (99) WHEREIN THE SOUTH LINE OF SECTION 31, TOWNSHIP 42 SOUTH, RANGE 26 EAST BEARS SOUTH 89° 41' 45" EAST.</p> | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; text-align: center;">JOHNSON ENGINEERING</td> <td style="width: 70%; font-size: small;"> 2122 JOHNSON STREET P.O. BOX 1550 FORT MEADE, FLORIDA 32037-1550 PHONE (334) 334-3004 FAX (334) 334-3861 E.B. #642 & L.B. #642 </td> </tr> <tr> <td style="text-align: center;"> INCREMENT 1 SOUTH AREA BABCOCK RANCH COMMUNITY SECTIONS 19, 20, 21, 28, 29, 30, 31 AND 32 TOWNSHIP 42 SOUTH, RANGE 26 EAST CHARLOTTE COUNTY, FLORIDA </td> <td style="text-align: center;"> SKETCH TO ACCOMPANY DESCRIPTION </td> </tr> <tr> <td style="font-size: x-small;"> DATE: 01/15/13 PROJECT NO.: 20129205-000 FILE NO.: 19-42-26 SCALE: SHEET: 5 OF 5 </td> <td></td> </tr> </table> | JOHNSON ENGINEERING | 2122 JOHNSON STREET P.O. BOX 1550 FORT MEADE, FLORIDA 32037-1550 PHONE (334) 334-3004 FAX (334) 334-3861 E.B. #642 & L.B. #642 | INCREMENT 1 SOUTH AREA BABCOCK RANCH COMMUNITY SECTIONS 19, 20, 21, 28, 29, 30, 31 AND 32 TOWNSHIP 42 SOUTH, RANGE 26 EAST CHARLOTTE COUNTY, FLORIDA | SKETCH TO ACCOMPANY DESCRIPTION | DATE: 01/15/13 PROJECT NO.: 20129205-000 FILE NO.: 19-42-26 SCALE: SHEET: 5 OF 5 | |
| JOHNSON ENGINEERING | 2122 JOHNSON STREET P.O. BOX 1550 FORT MEADE, FLORIDA 32037-1550 PHONE (334) 334-3004 FAX (334) 334-3861 E.B. #642 & L.B. #642 | | | | | | |
| INCREMENT 1 SOUTH AREA BABCOCK RANCH COMMUNITY SECTIONS 19, 20, 21, 28, 29, 30, 31 AND 32 TOWNSHIP 42 SOUTH, RANGE 26 EAST CHARLOTTE COUNTY, FLORIDA | SKETCH TO ACCOMPANY DESCRIPTION | | | | | | |
| DATE: 01/15/13 PROJECT NO.: 20129205-000 FILE NO.: 19-42-26 SCALE: SHEET: 5 OF 5 | | | | | | | |

UTILITY EASEMENT

***BABCOCK RANCH COMMUNITY
CHARLOTTE COUNTY, FLORIDA***

LEGAL DESCRIPTION

A STRIP OF LAND 50.00 FEET WIDE FOR A UTILITY EASEMENT, LYING IN SECTIONS 9, 10, 15, 16, 17, 19, AND 20, TOWNSHIP 42 SOUTH, RANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 19, THENCE RUN N00°31'45"E ALONG THE WEST LINE OF SAID SECTION 19 FOR A DISTANCE OF 3564.75 FEET, THENCE DEPARTING FROM SAID WEST LINE RUN S89°28'15"E FOR A DISTANCE OF 521.13 FEET TO THE INTERSECTION OF THE SUBJECT 50.00 FOOT WIDE UTILITY EASEMENT AND THE POINT OF BEGINNING;

THENCE RUN N00°04'08"E FOR A DISTANCE OF 397.98 FEET; THENCE RUN N81°43'48"E FOR A DISTANCE OF 5726.50 FEET; THENCE RUN S07°53'13"E FOR A DISTANCE OF 10.07 FEET; THENCE RUN N81°38'00"E FOR A DISTANCE OF 652.89 FEET; THENCE RUN N62°44'52"E FOR A DISTANCE OF 4677.38 FEET; THENCE RUN N28°10'55"W FOR A DISTANCE OF 1284.06 FEET; THENCE RUN N69°50'23"E FOR A DISTANCE OF 1051.51 FEET; THENCE RUN S43°36'34"E FOR A DISTANCE OF 444.45 FEET; THENCE RUN N70°03'37"E FOR A DISTANCE OF 233.54 FEET; THENCE RUN N06°35'10"E FOR A DISTANCE OF 173.15 FEET; THENCE RUN N71°59'01"E FOR A DISTANCE OF 124.80 FEET; THENCE RUN N12°51'59"W FOR A DISTANCE OF 1654.85 FEET; THENCE RUN N81°12'25"E FOR A DISTANCE OF 4859.91 FEET; THENCE RUN N15°14'20"W FOR A DISTANCE OF 607.80 FEET; THENCE RUN N74°45'40"E FOR A DISTANCE OF 790.10 FEET; THENCE RUN N13°36'57"W FOR A DISTANCE OF 1136.53 FEET; THENCE RUN N76°23'03"E FOR A DISTANCE OF 50.00 FEET; THENCE RUN S13°36'57"E FOR A DISTANCE OF 1338.67 FEET; THENCE RUN S76°23'03"W FOR A DISTANCE OF 50.00 FEET; THENCE RUN N13°36'57"W FOR A DISTANCE OF 152.12 FEET; THENCE RUN S74°45'40"W FOR A DISTANCE OF 738.68 FEET; THENCE RUN S15°14'20"E FOR A DISTANCE OF 800.95 FEET; THENCE RUN S19°32'05"E FOR A DISTANCE OF 1024.45 FEET; THENCE RUN S05°04'56"W FOR A DISTANCE OF 84.80 FEET; THENCE RUN N84°55'04"W FOR A DISTANCE OF 50.00 FEET; THENCE RUN N05°04'56"E FOR A DISTANCE OF 73.89 FEET; THENCE RUN N19°32'05"W FOR A DISTANCE OF 1015.42 FEET; THENCE RUN N15°14'20"W FOR A DISTANCE OF 194.71 FEET; THENCE RUN S81°12'25"W FOR A DISTANCE OF 4811.87 FEET; THENCE RUN S12°51'59"E FOR A DISTANCE OF 1646.85 FEET; THENCE RUN S71°59'01"W FOR A DISTANCE OF 138.40 FEET; THENCE RUN S06°35'10"W FOR A DISTANCE OF 171.98 FEET; THENCE RUN S70°03'37"W FOR A DISTANCE OF 297.14 FEET; THENCE RUN N43°36'34"W FOR A DISTANCE OF 444.32 FEET; THENCE RUN S69°50'23"W FOR A DISTANCE OF 961.13 FEET; THENCE RUN S28°10'55"E FOR A DISTANCE OF 1277.33 FEET; THENCE RUN S62°44'52"W FOR A DISTANCE OF 4736.52 FEET; THENCE RUN S81°38'00"W FOR A DISTANCE OF 661.29 FEET;
(CONTINUE DESCRIPTION ON SHEET 2 OF 10)

*** THIS IS NOT A SURVEY ***

P:\survey\projects\07918.00 BABCOCK RANCH\BABCCK(dwg)\ACAD-FINAL_LEGAL\WM.dwg, 1/27/2009 2:22:52 PM, \T501\Civil 8x11



5821 Banner Drive
Fort Myers, Florida 33912
239.278.1992 • FAX 239.278.0922
E-MAIL: info@tkwonline.com
Engineering Certification # 5762
Survey LB # 734

| | | |
|--------------|------------------|---------------|
| DRAWN BY: KC | JOB NO.:07918.00 | SHEET 1 OF 10 |
|--------------|------------------|---------------|

| | |
|--|------------------|
| LEGAL DESCRIPTION | |
| 50' WIDE UTILITY EASEMENT BABCOCK RANCH COMMUNITY SECTIONS 9,10,15,16,17,19,& 20, TOWNSHIP 42 SOUTH, RANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA | |
| DATE: DECEMBER 2008 | DRAWING: LEGALWM |

UTILITY EASEMENT
BABCOCK RANCH COMMUNITY
CHARLOTTE COUNTY, FLORIDA
LEGAL DESCRIPTION

(CONTINUED DESCRIPTION FROM SHEET 1 OF 10)

THENCE RUN N07°53'13"W FOR A DISTANCE OF 10.07 FEET; THENCE RUN S81°43'48"W FOR A DISTANCE OF 5683.29 FEET; THENCE RUN S00°04'08"W FOR A DISTANCE OF 304.72 FEET; THENCE RUN N90°00'00"E FOR A DISTANCE OF 595.76 FEET; THENCE RUN N62°36'45"E FOR A DISTANCE OF 47.75 FEET; THENCE RUN S27°32'49"E FOR A DISTANCE OF 182.46 FEET; THENCE RUN S21°45'34"E FOR A DISTANCE OF 37.94 FEET; THENCE RUN S48°25'41"W FOR A DISTANCE OF 53.15 FEET; THENCE RUN N21°45'34"W FOR A DISTANCE OF 53.43 FEET; THENCE RUN N27°32'49"W FOR A DISTANCE OF 130.07 FEET; THENCE RUN S62°36'45"W FOR A DISTANCE OF 10.07 FEET; THENCE RUN S90°00'00"W FOR A DISTANCE OF 658.00 FEET TO THE POINT OF BEGINNING;
 CONTAINING 1,304,710 SQUARE FEET OR 29.95 ACRES, MORE OR LESS.

NOTES:

- 1.) BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF SECTION 19, TOWNSHIP 42 SOUTH, RANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA, WHICH BEARS NORTH 00°31'45" EAST.
- 2.) SUBJECT TO EASEMENTS, RESERVATIONS AND/OR RESTRICTIONS OF RECORD.
- 3.) DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

Eric V. Sandoval

SIGNATURE
 ERIC V. SANDOVAL (FOR THE FIRM - LB-734)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 5223

1-28-09
 DATE SIGNED:

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



* THIS IS NOT A SURVEY *

P:\survey\projects\07918.00 BABCOCK RANCH\BABCOCK(dwg)\ACAD-FINAL_LEGAL\WM.dwg, 1/27/2009 2:23:16 PM, \T501\Civil Bx11



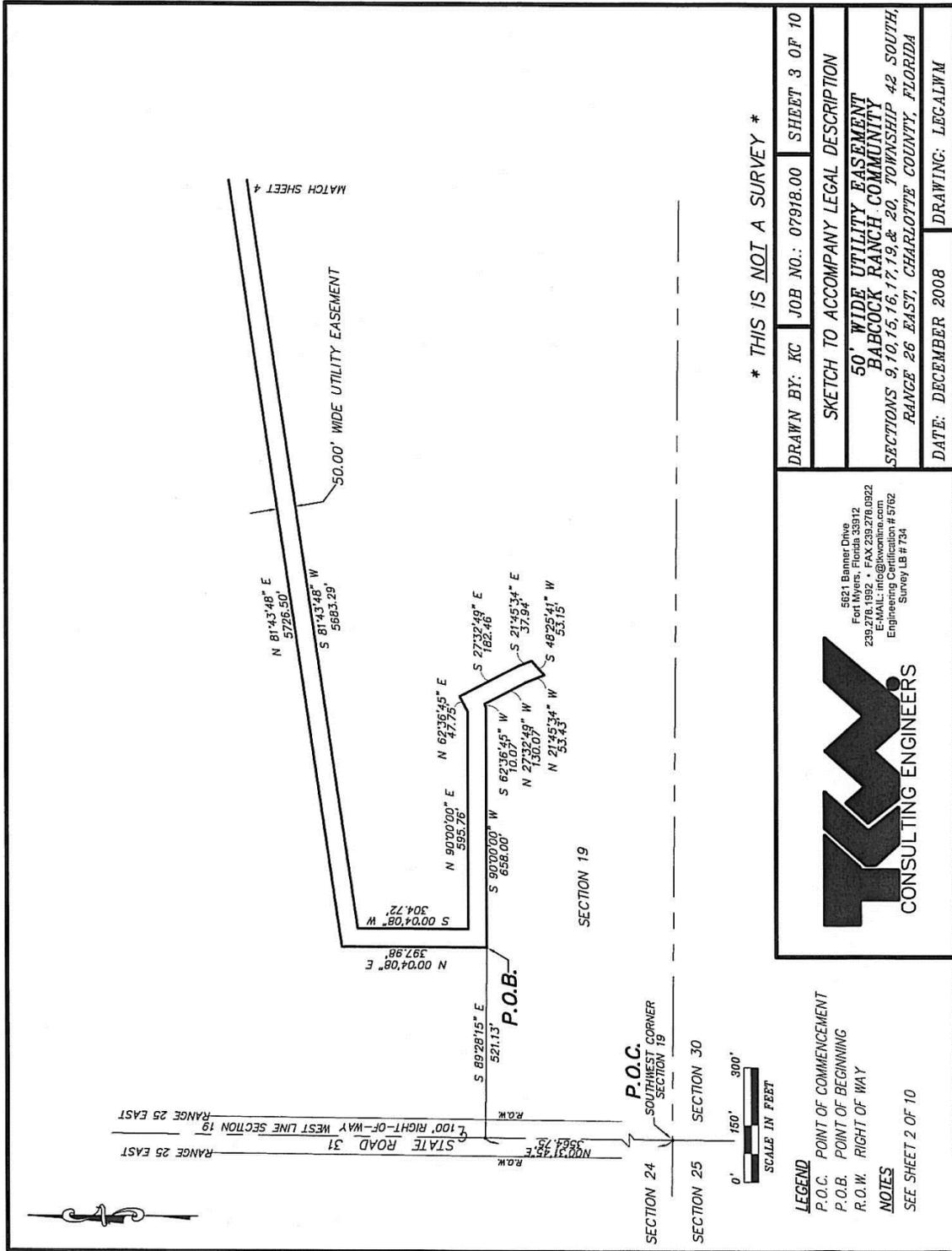
5621 Banner Drive
 Fort Myers, Florida 33912
 239.278.1992 • FAX 239.278.0922
 E-MAIL: info@tkwonline.com
 Engineering Certification # 5762
 Survey LB # 734

| | | |
|--------------|-------------------|---------------|
| DRAWN BY: KC | JOB NO.: 07918.00 | SHEET 2 OF 10 |
|--------------|-------------------|---------------|

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| LEGAL DESCRIPTION |
| 50' WIDE UTILITY EASEMENT BABCOCK RANCH COMMUNITY SECTIONS 9, 10, 15, 16, 17, 19, & 20, TOWNSHIP 42 SOUTH, RANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA |
| DATE: DECEMBER 2008 |

DRAWING: LEGALWM

EXHIBIT A-3



* THIS IS NOT A SURVEY *

| | | |
|--|-------------------|---------------|
| DRAWN BY: KC | JOB NO.: 07918.00 | SHEET 3 OF 10 |
| SKETCH TO ACCOMPANY LEGAL DESCRIPTION | | |
| 50' WIDE UTILITY EASEMENT | | |
| BABCOCK RANCH COMMUNITY | | |
| SECTIONS 9, 10, 15, 16, 17, 19, & 20, TOWNSHIP 42 SOUTH, | | |
| RANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA | | |
| DATE: DECEMBER 2008 | DRAWING: LEGALDW | |

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 Fort Myers, Florida 33912
 239.278.1992 • FAX 239.278.0922
 E-MAIL: info@kwentz.com
 Engineering Certification # 5762
 Survey License # 734

KW
 CONSULTING ENGINEERS

LEGEND
 P.O.C. POINT OF COMMENCEMENT
 P.O.B. POINT OF BEGINNING
 R.O.W. RIGHT OF WAY
NOTES
 SEE SHEET 2 OF 10

EXHIBIT A-3

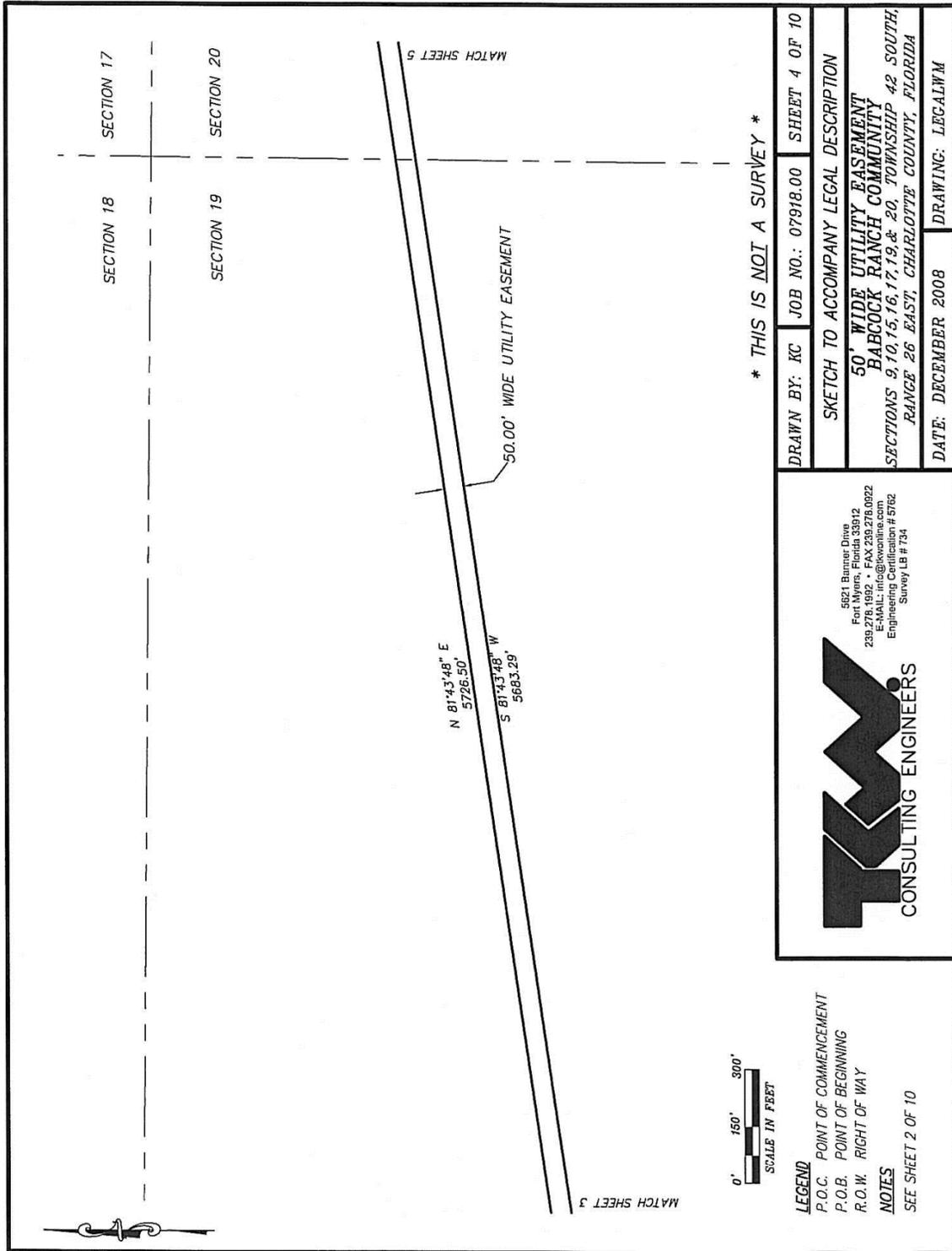


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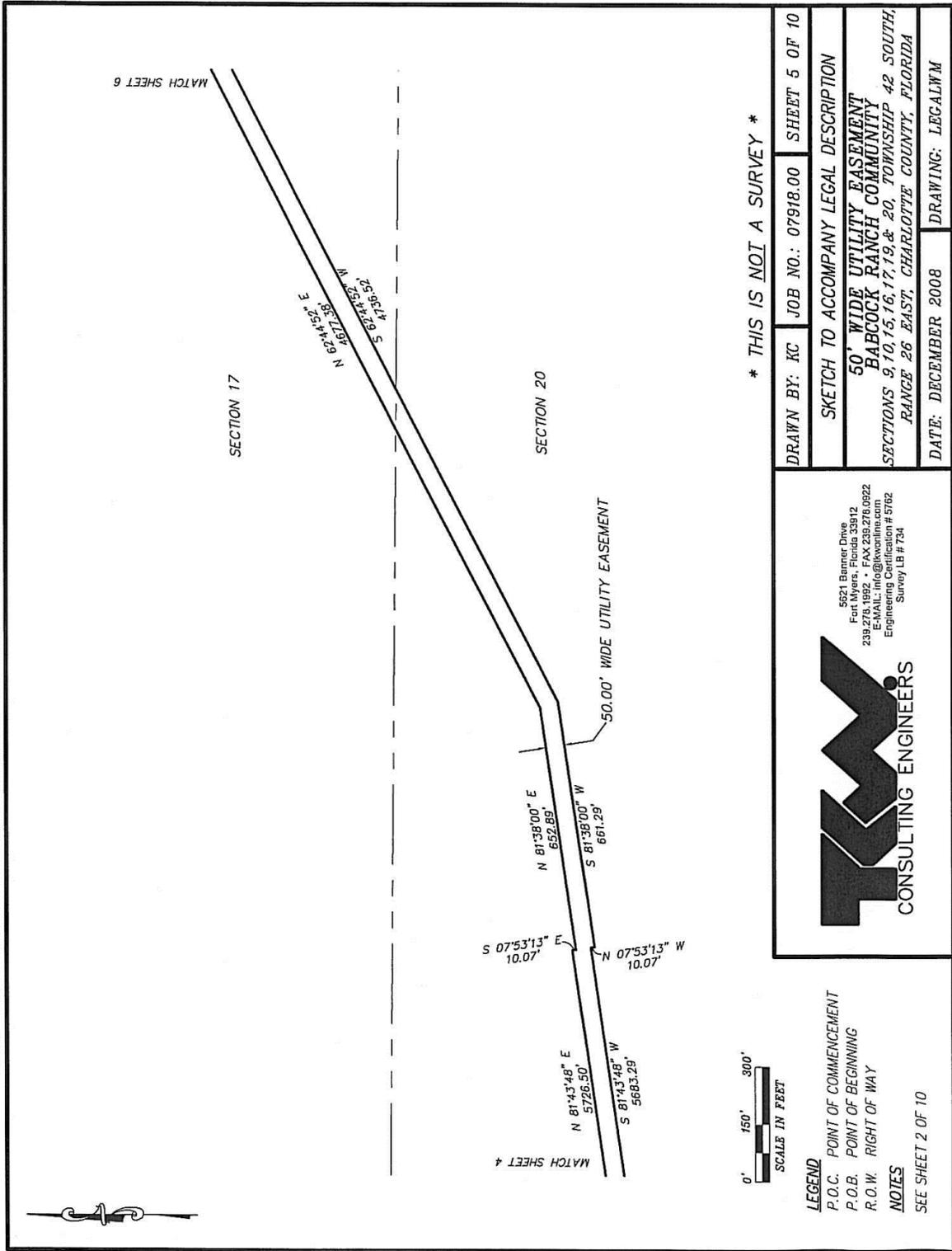
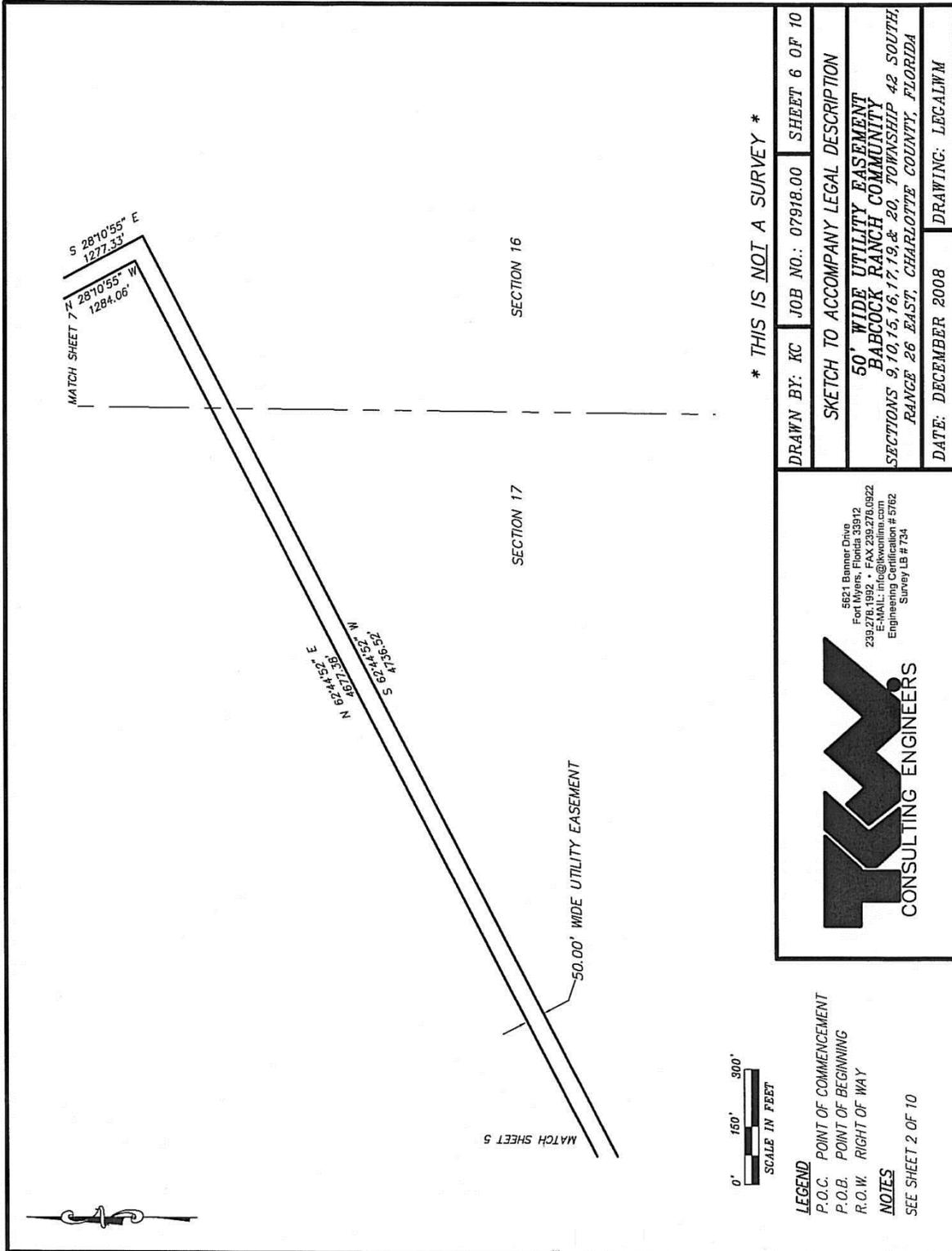


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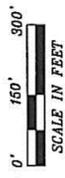


* THIS IS NOT A SURVEY *

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|--|-------------------|------------------|
| DRAWN BY: KC | JOB NO.: 07918.00 | SHEET 6 OF 10 |
| SKETCH TO ACCOMPANY LEGAL DESCRIPTION | | |
| 50' WIDE UTILITY EASEMENT BABCOCK RANCH COMMUNITY SECTIONS 9, 10, 15, 16, 17, 19, & 20, TOWNSHIP 42 SOUTH, RANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA | | |
| DATE: DECEMBER 2008 | | DRAWING: LEGALWM |

JRW
CONSULTING ENGINEERS

5821 Banner Drive
Fort Myers, Florida 33912
239.278.1992 • FAX 239.278.0922
E-MAIL: info@jrwonline.com
Engineering Certification # 5762
Survey LB # 734



LEGEND
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
R.O.W. RIGHT OF WAY
NOTES
SEE SHEET 2 OF 10

EXHIBIT A-3

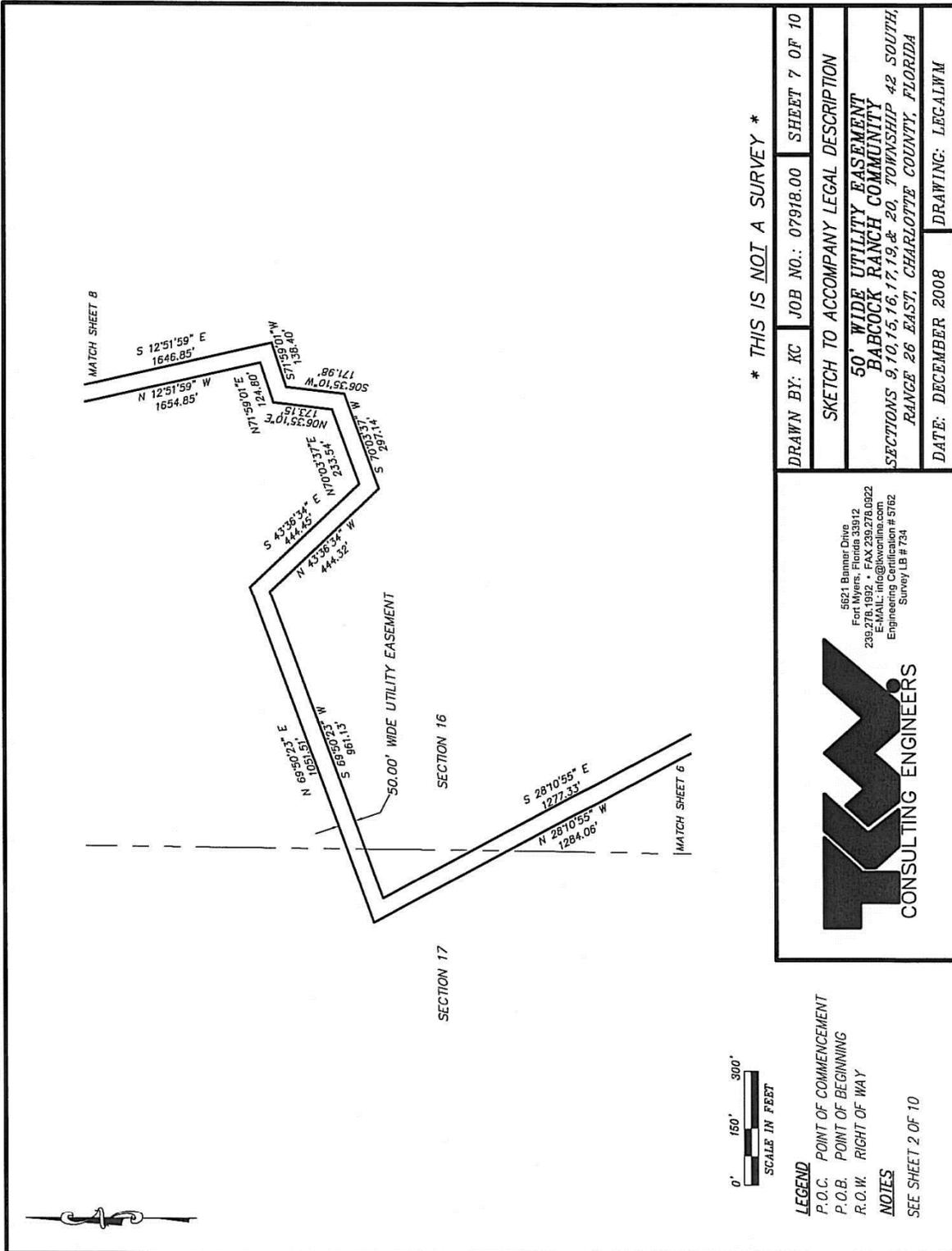
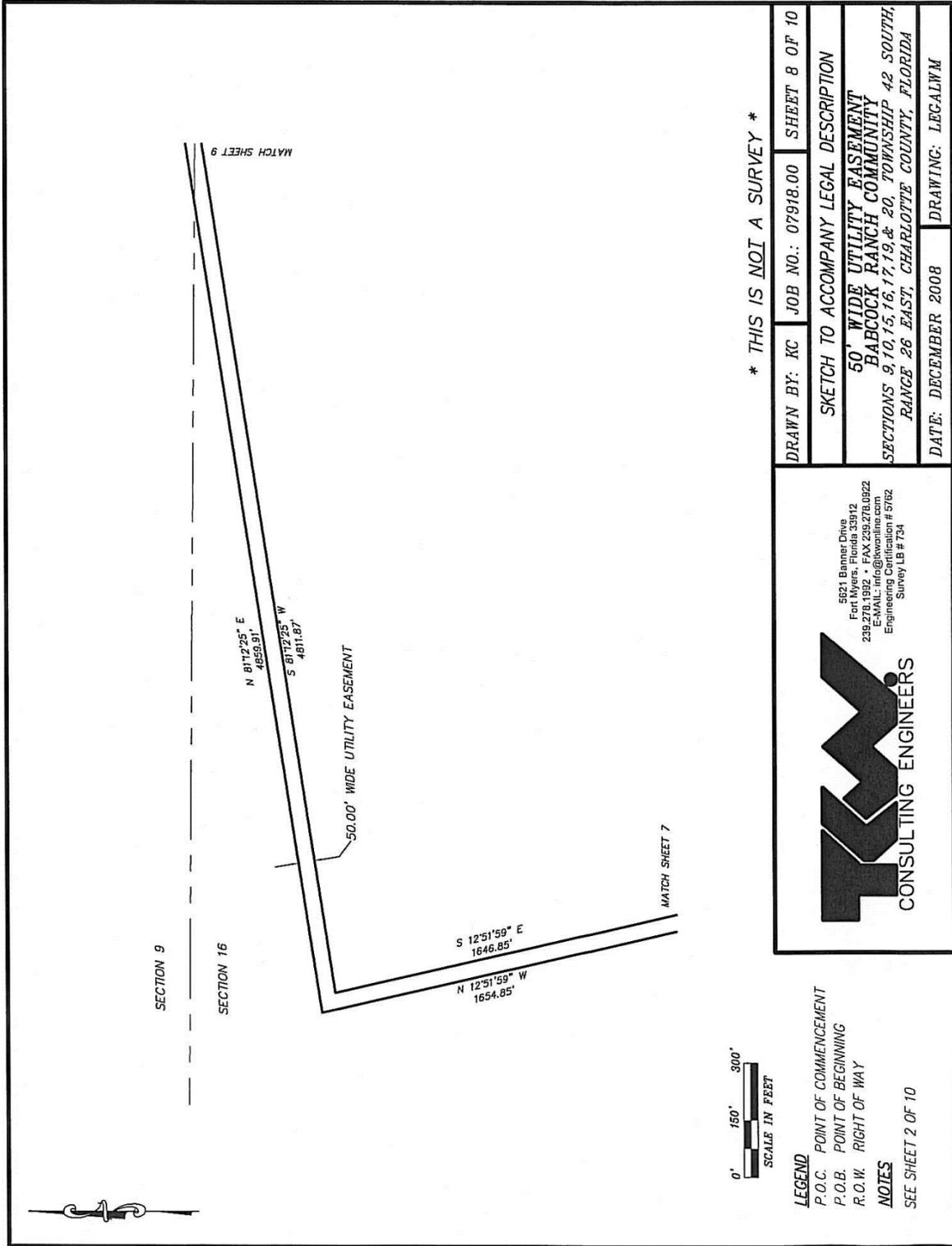


EXHIBIT A-3



* THIS IS NOT A SURVEY *

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| DRAWN BY: KC | JOB NO.: 07918.00 | SHEET 8 OF 10 |
| SKETCH TO ACCOMPANY LEGAL DESCRIPTION | | |
| 50' WIDE UTILITY EASEMENT BABCOCK RANCH COMMUNITY | | |
| SECTIONS 9, 10, 15, 16, 17, 19, & 20 TOWNSHIP 42 SOUTH, RANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA | | |
| DATE: DECEMBER 2008 | DRAWING: LEGALWM | |

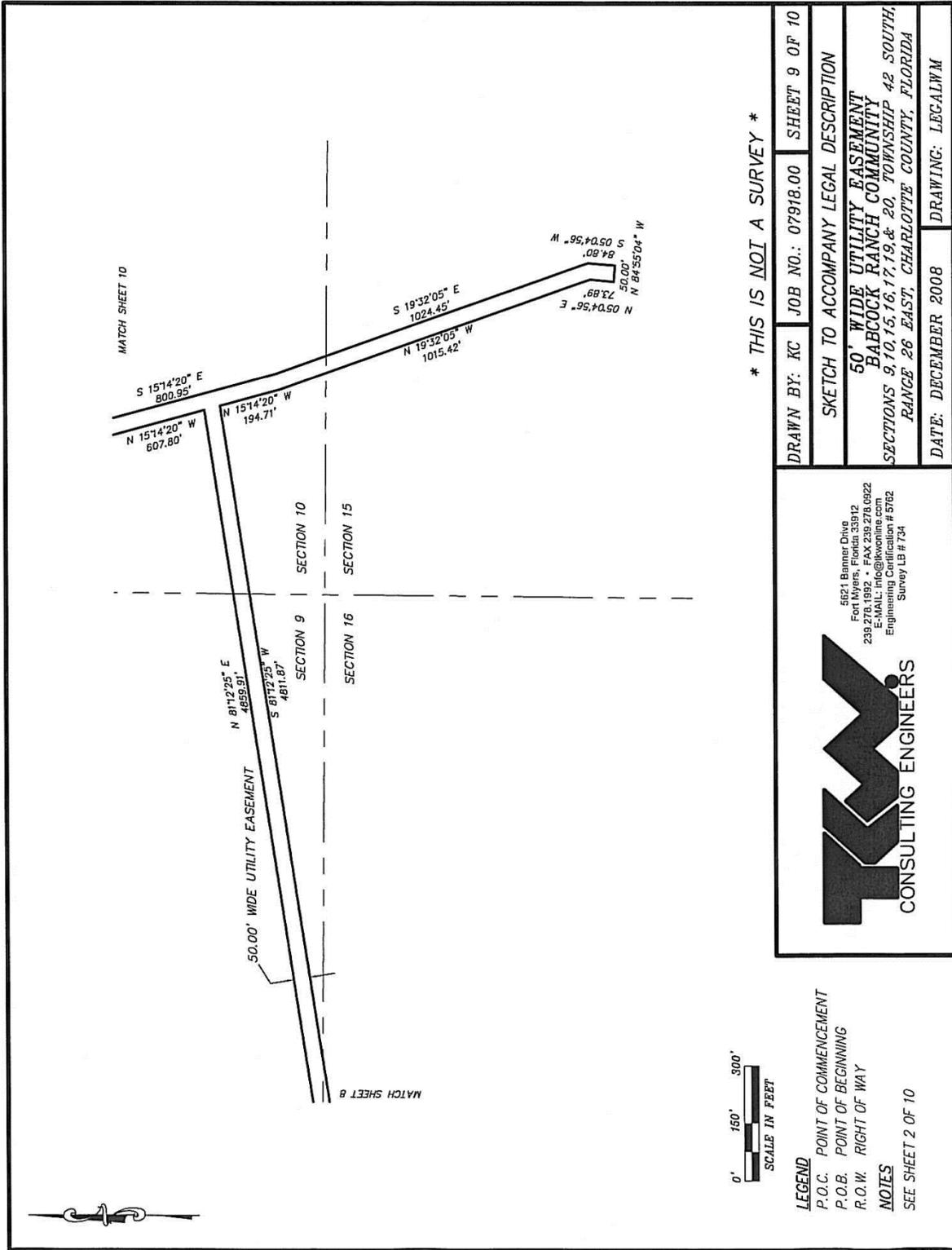
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5621 Banner Drive
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239.770.1932
www.icm-engineers.com
Professional Engineering
Registration # 5792
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- LEGEND**
 P.O.C. POINT OF COMMENCEMENT
 P.O.B. POINT OF BEGINNING
 R.O.W. RIGHT OF WAY
- NOTES**
 SEE SHEET 2 OF 10

EXHIBIT A-3

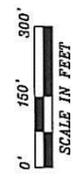


* THIS IS NOT A SURVEY *

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| DRAWN BY: KC | JOB NO.: 07918.00 | SHEET 9 OF 10 |
| SKETCH TO ACCOMPANY LEGAL DESCRIPTION | | |
| 50' WIDE UTILITY EASEMENT BABCOCK RANCH COMMUNITY SECTIONS 9, 10, 15, 16, 17, 19, & 20, TOWNSHIP 42 SOUTH, RANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA | | |
| DATE: DECEMBER 2008 | DRAWING: LEGALWM | |

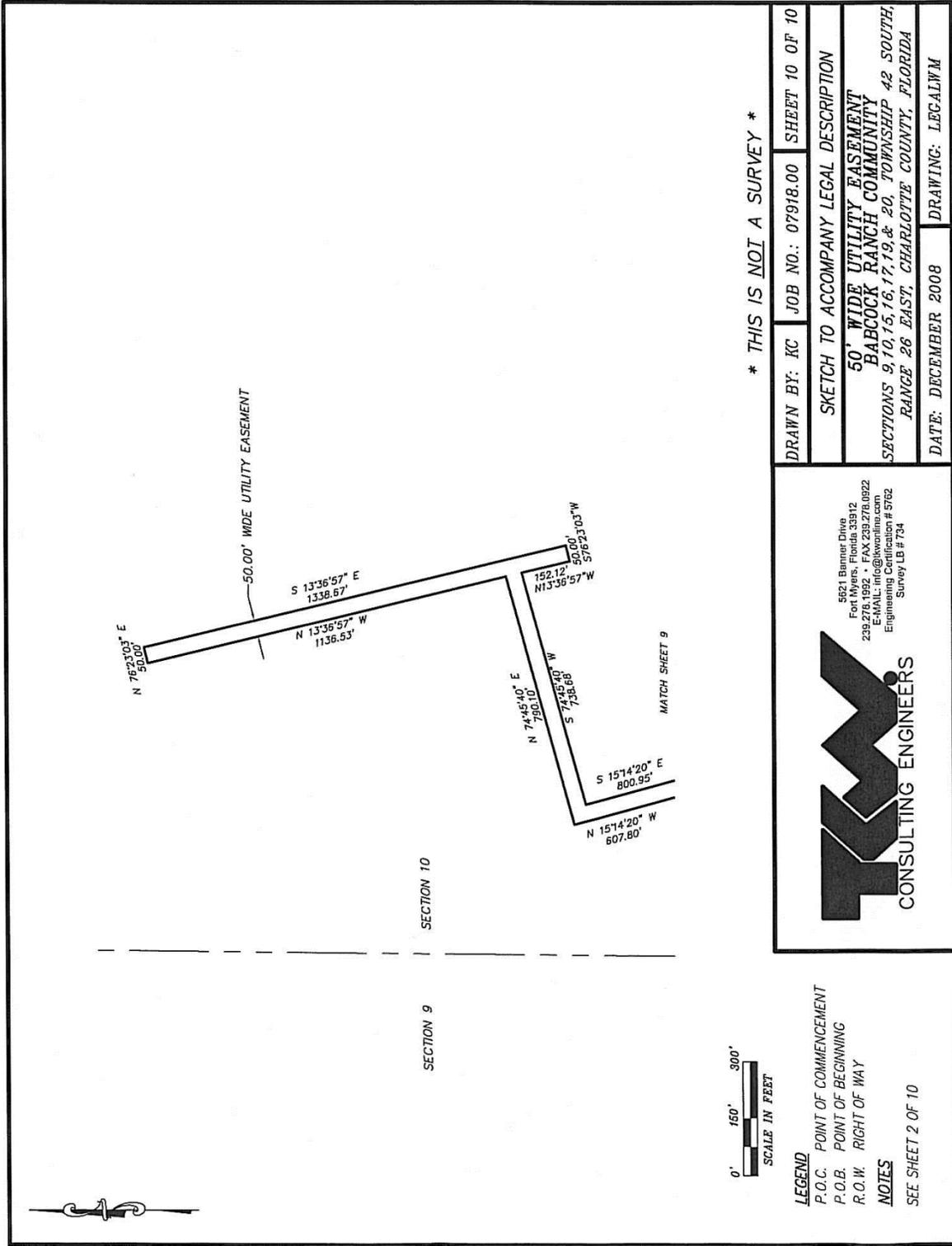

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 CONSULTING ENGINEERS

5621 Banner Drive
 Fort Myers, Florida 33912
 239.278.1992 • FAX 239.278.0522
 E-MAIL: info@ikwonline.com
 Engineering Certification # 5762
 Survey License # 734



- LEGEND**
- P.O.C. POINT OF COMMENCEMENT
 - P.O.B. POINT OF BEGINNING
 - R.O.W. RIGHT OF WAY
- NOTES**
- SEE SHEET 2 OF 10

EXHIBIT A-3

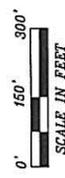


* THIS IS NOT A SURVEY *

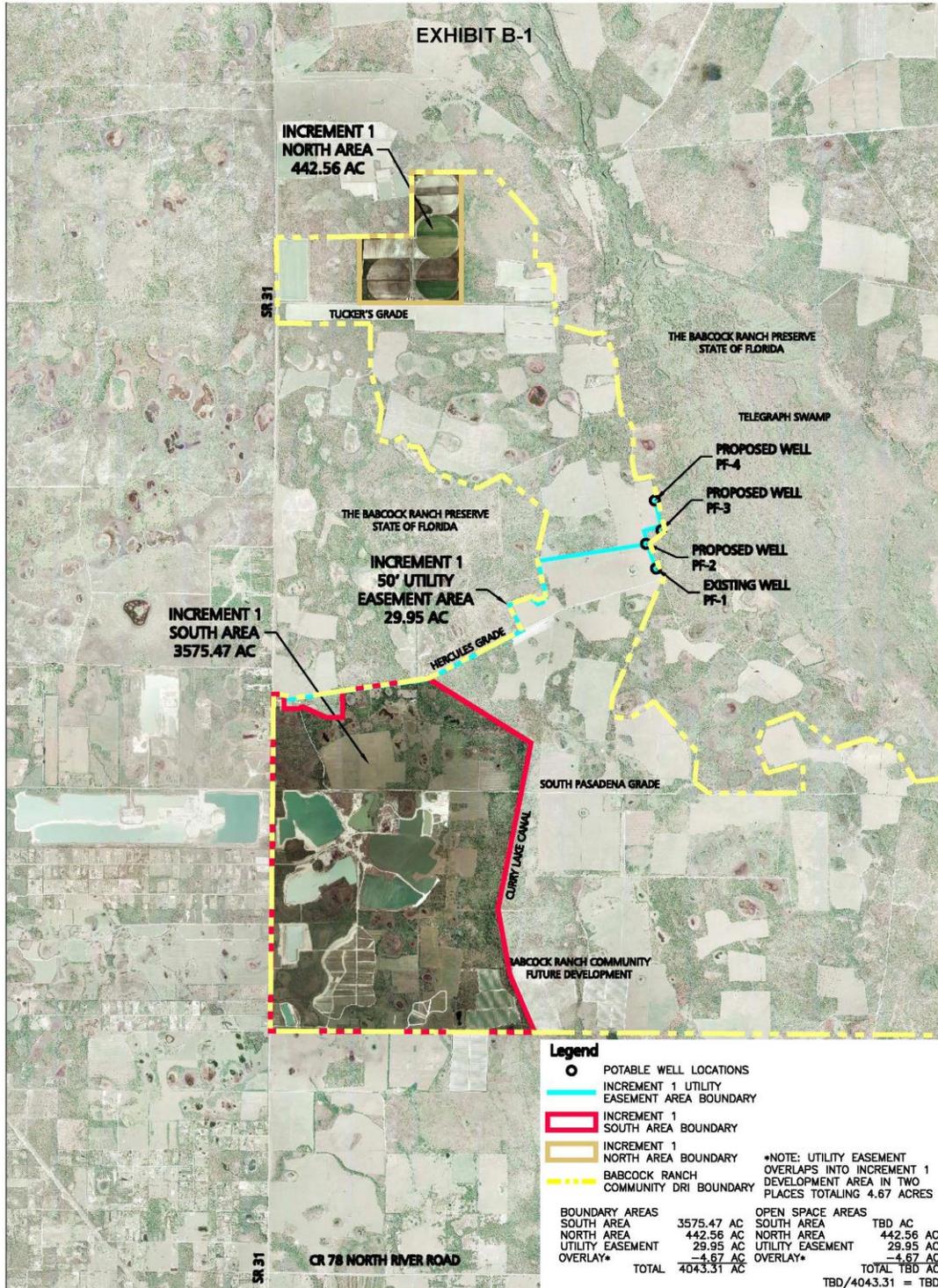
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| DRAWN BY: KC | JOB NO.: 07918.00 | SHEET 10 OF 10 |
| SKETCH TO ACCOMPANY LEGAL DESCRIPTION | | |
| 50' WIDE UTILITY EASEMENT BABCOCK RANCH COMMUNITY SECTIONS 9, 10, 15, 16, 17, 19, & 20, TOWNSHIP 42 SOUTH, RANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA | | |
| DATE: DECEMBER 2008 | | DRAWING: LEGALWM |



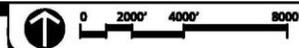
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Fort Myers, Florida 33912
239.716.1992
FL License # 12000
Engineering Certification # 5762
Survey LB # 734



- LEGEND**
- P.O.C. POINT OF COMMENCEMENT
 - P.O.B. POINT OF BEGINNING
 - R.O.W. RIGHT OF WAY
- NOTES**
- SEE SHEET 2 OF 10

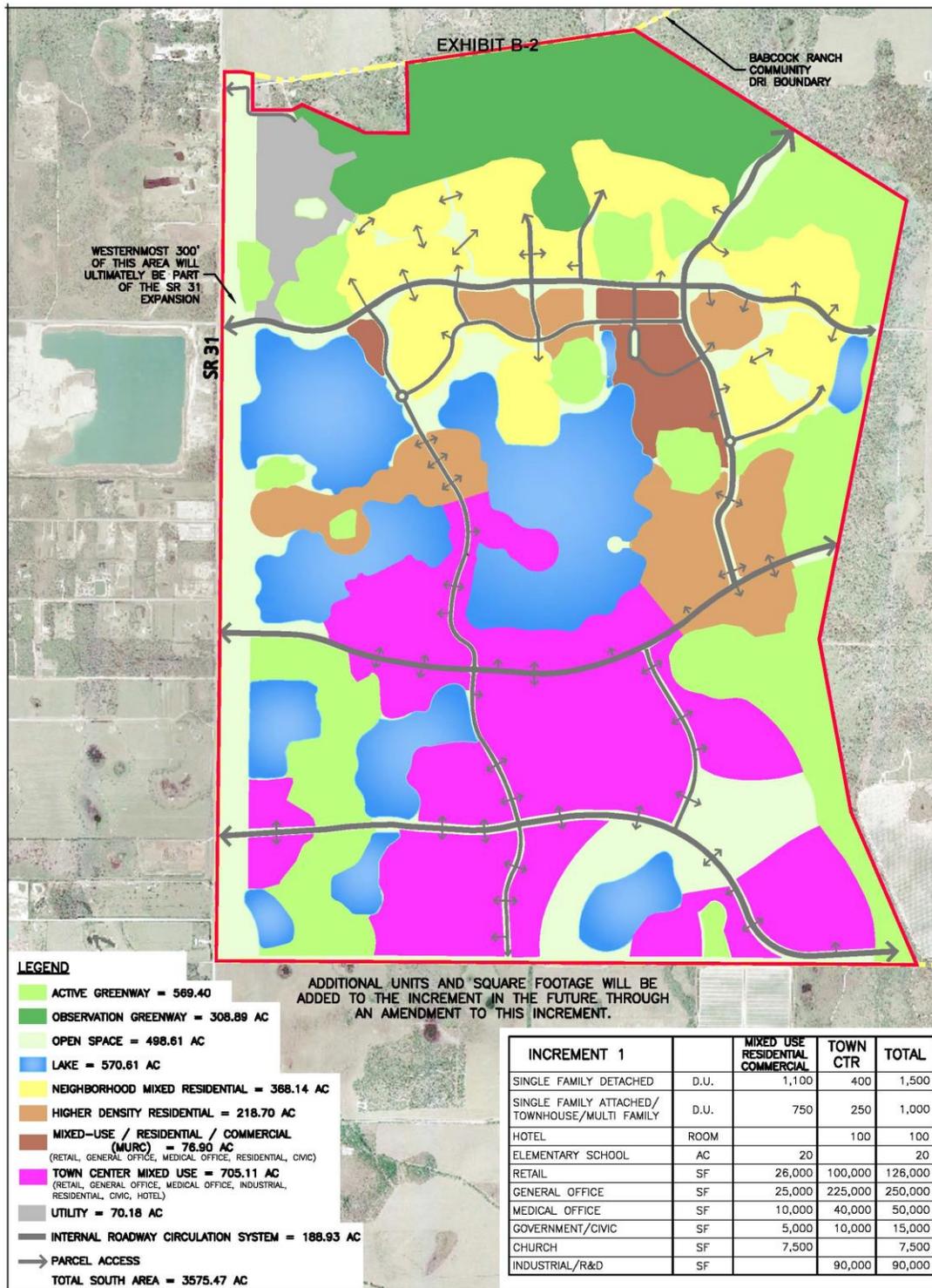


BABCOCK RANCH COMMUNITY MAP H INCREMENT 1 MASTER DEVELOPMENT PLAN



FEBRUARY 2013

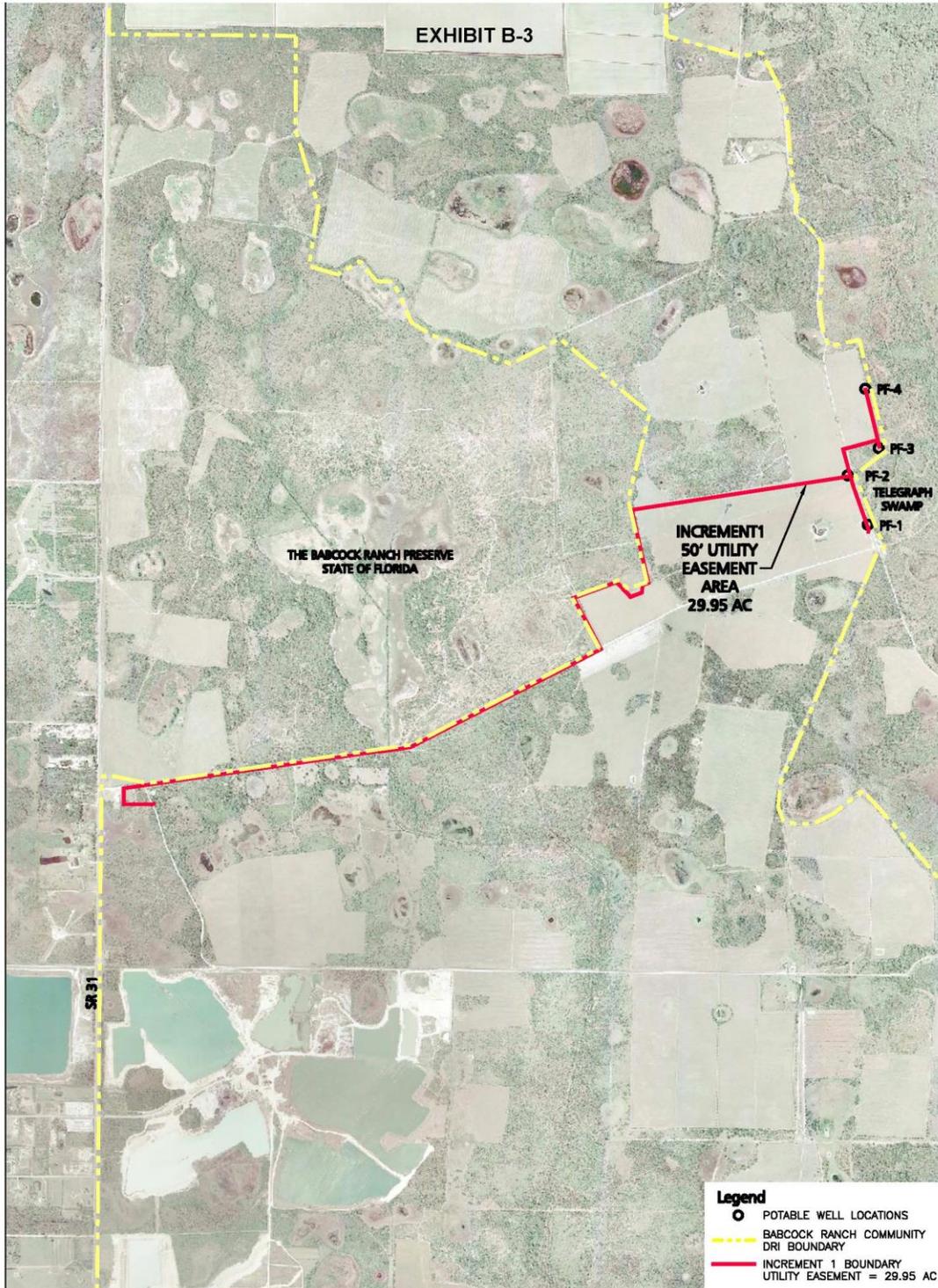




BABCOCK RANCH COMMUNITY

MAP H-1 INCREMENT 1 SOUTH AREA MASTER DEVELOPMENT PLAN

Source: 8/20/2013 9:12:08 AM KLDGH | Plotfile: 8/20/2013 9:42:06 AM KLDGH | V:\2158\yoc\w\215811269\planning\drawing\BABCOCK_RANCH_South\215811269-01P-901en.dwg Map H-1



BABCOCK RANCH COMMUNITY

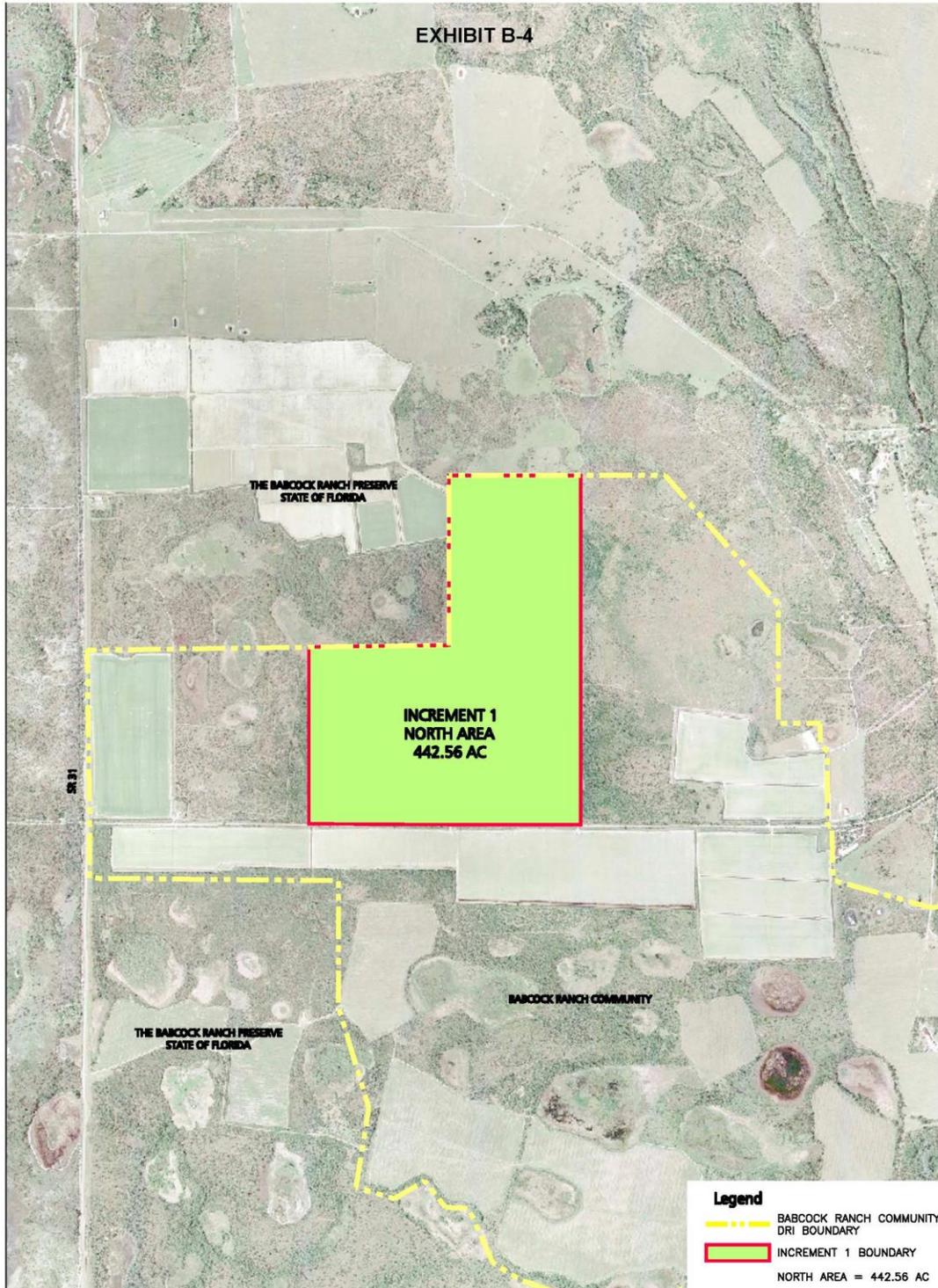
MAP H-2 INCREMENT 1 UTILITY EASEMENT AREA MASTER DEVELOPMENT PLAN



0 1000' 2000' 4000'

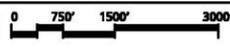
FEBRUARY 2013





BABCOCK RANCH COMMUNITY

MAP H-3 INCREMENT 1 NORTH AREA MASTER DEVELOPMENT PLAN



FEBRUARY 2013



EXHIBIT B-5

FIXED AND VARIABLE DEVELOPMENT CRITERIA FOR BABCOCK RANCH COMMUNITY INCREMENT 1

FIXED DEVELOPMENT CRITERIA

1. THE ALLOCATION OF DWELLING UNITS AND SQUARE FOOTAGE IDENTIFIED ON THE LAND USE TABLE ON THE MAP H SERIES MAY BE MODIFIED CONSISTENT WITH THE EQUIVALENCY MATRIX. ANCILLARY FACILITIES INCLUDED IN INCREMENT 1 SUCH AS SCHOOLS, PLACES OF WORSHIP, UTILITY INFRASTRUCTURE AND PARK SITES AND BUILDINGS WILL NOT BE ATTRIBUTED TO OTHER DEVELOPMENT COMPONENTS AND WILL NOT REQUIRE USE OF THE EQUIVALENCY MATRIX.
2. AGRICULTURAL USES, UTILITY INFRASTRUCTURE, RENEWABLE ENERGY SYSTEMS, AND FACILITIES, SHALL BE PERMITTED THROUGHOUT THE INCREMENT 1 AND WILL NOT BE ATTRIBUTED TO OTHER DEVELOPMENT PROGRAM AND WILL NOT BE SUBJECT TO THE EQUIVALENCY MATRIX.
3. ALL DEVELOPMENT OF THE SUBJECT PROPERTY, AS IT RELATES TO THE DEFINED DEVELOPMENT FORMS, DESIGN STANDARDS AND PROVISIONS AND USES COMMON TO THE DISTRICT, SHALL BE IN CONFORMANCE WITH THE BABCOCK RANCH OVERLAY ZONING DISTRICT (ORDINANCE NO. 2006-058), AS MAY BE AMENDED.
4. OPEN SPACE SHALL BE TABULATED AND UPDATED AS A RESULT OF FINAL PERMITTING FOR THE PURPOSE OF MONITORING THE MINIMUM OF 35% OPEN SPACE REQUIRED OVERALL FOR THE BABCOCK RANCH COMMUNITY. OPEN SPACE/GREENWAY AREAS SUBJECT TO CONSERVATION EASEMENTS IDENTIFIED IN THIS INCREMENT SHALL BE RECORDED IN THE PUBLIC RECORDS FOLLOWING FINAL PERMITTING.

VARIABLE DEVELOPMENT CRITERIA

1. THE FOLLOWING ITEMS WILL BE REFINED DURING DETAILED SITE PLANNING AND PERMITTING:
 - a. FINAL CONFIGURATIONS OF DEVELOPMENT PODS, INCLUDING POTENTIAL RELOCATION AND RECONFIGURATION OF NEIGHBORHOOD MIXED RESIDENTIAL AND HIGHER DENSITY RESIDENTIAL AREAS.
 - b. FINAL ACREAGES OF ALL PROPOSED USES.
 - c. NATIVE HABITAT PRESERVATION, ALTERATION, ENHANCEMENT, MITIGATION, AND CONSERVATION ACREAGES MAY BE MODIFIED BASED ON FINAL LAND PLANNING, STORMWATER LAKE DESIGN, OTHER ENGINEERING REQUIREMENTS AND FINAL PERMITTING. MITIGATION MAY OCCUR OUTSIDE THE BOUNDARIES OF THE INCREMENT SUBJECT TO FINAL PERMITTING APPROVALS.
 - d. STORMWATER MANAGEMENT FACILITIES MAY OCCUR OUTSIDE THE BOUNDARIES OF THE INCREMENT SUBJECT TO FINAL ENGINEERING AND PERMITTING.
 - e. THE FINAL LOCATION, SIZE AND ALLOCATION OF CIVIC FACILITIES (I.E. INTERNAL PARKS, SCHOOLS, CHURCHES, EMERGENCY SERVICES BUILDINGS, ETC.).
 - f. THE INTERNAL ROAD ALIGNMENTS AND CIRCULATION (LOCAL ROADS WITHIN DEVELOPMENT PODS WILL BE PROVIDED AS PART OF FINAL SITE PLANNING AND PERMITTING).
 - g. THE CONFIGURATION AND DETAIL ASSOCIATED WITH THE AGRICULTURE AREAS AND RENEWABLE ENERGY SYSTEMS AND FACILITIES.
 - h. THE FINAL LOCATION, ALLOCATION, ALIGNMENT AND USE OF THE MULTI-MODAL TRAIL SYSTEM AND THE EXACT LOCATIONS AND FUTURE INTERCONNECTIONS OF THE MULTI-MODAL TRAIL SYSTEM WITH THE NEIGHBORHOOD TRAIL/PATHS/SIDEWALK SYSTEM.
 - i. THE LOCATION OF VEHICULAR ACCESS POINTS, INCLUDING EXISTING TEMPORARY ENTRY WAYS, TO EXTERNAL PUBLIC ROADWAYS.
2. THE EXISTING PERMITTED OR APPROVED MINING OPERATIONS WILL BE ALLOWED TO CONTINUE. ADDITIONAL MINING AREAS MAY BE ALLOWED CONSISTENT WITH CURRENT AND SUBSEQUENT PERMITTING.
3. FURTHER ADJUSTMENTS TO THE BOUNDARIES OF DEVELOPMENT PODS FOR SPECIFIC LAND-USE CLASSIFICATIONS MAY OCCUR AS A RESULT OF FINAL LAND PLANNING AND PERMITTING. SPECIFIC USES TO SUPPORT DEVELOPMENT SUCH AS PARKING, STORMWATER LAKES, PARKS OR OTHER SPACE, MAY BE IDENTIFIED AND REFINED THROUGH SUBSEQUENT PERMITTING CONSISTENT WITH LOCAL LAND DEVELOPMENT REGULATIONS.
4. ADDITIONAL UNITS AND SQUARE FOOTAGE WILL BE ADDED TO THE INCREMENT IN THE FUTURE THROUGH AN AMENDMENT TO THIS INCREMENT.

BABCOCK RANCH COMMUNITY MAP H-4 INCREMENT 1 MASTER DEVELOPMENT PLAN

AUGUST 2013



EXHIBIT C

Table EM-2. Babcock Ranch Community □ Increment 1 Equivalency Matrix

| Change From: | Unit | Single Family (1 d.u.) | Multi Family (1 d.u.) | Retail (1,000 s.f.) | General Office (1,000 s.f.) | Medical Office (1,000 s.f.) | Industrial (1,000 s.f.) | Hotel/Motel (1 unit) | Civic/Government (1,000 s.f.) | Church (1,000 s.f.) |
|------------------|------|------------------------|-----------------------|---------------------|-----------------------------|-----------------------------|-------------------------|----------------------|-------------------------------|---------------------|
| Change To: | | | | | | | | | | |
| Single Family | d.u. | NA | 0.52 | 6.84 | 1.73 | 4.05 | 1.01 | 0.82 | 1.41 | 0.63 |
| Multi Family | d.u. | 1.93 | NA | 13.19 | 3.34 | 7.80 | 1.94 | 1.59 | 2.72 | 1.21 |
| Retail | s.f. | 146.11 | 75.81 | NA | 253.03 | 591.32 | 147.07 | 120.33 | 206.28 | 91.68 |
| General Office | s.f. | 577.45 | 299.59 | 3952.08 | NA | 2336.96 | 581.22 | 475.54 | 815.22 | 362.32 |
| Medical Office | s.f. | 247.09 | 128.20 | 1691.12 | 427.91 | NA | 248.71 | 203.49 | 348.84 | 155.04 |
| Industrial | s.f. | 993.51 | 515.45 | 6799.63 | 1720.52 | 4020.78 | NA | 818.18 | 1402.60 | 623.38 |
| Hotel/Motel | unit | 1.21 | 0.63 | 8.31 | 2.10 | 4.91 | 1.22 | NA | 1.71 | 0.76 |
| Civic/Government | s.f. | 708.33 | 367.50 | 4847.88 | 1226.67 | 2866.67 | 712.96 | 583.33 | NA | 444.44 |
| Church | s.f. | 1593.75 | 826.88 | 10907.74 | 2760.00 | 6450.00 | 1604.17 | 1312.50 | 2250.00 | NA |

NOTE:

- 1) The maximum and minimum limits of development within each category for Increment 1 shall be subject to the Substantial Deviation criteria set forth in Subsection 380.06(19), Florida Statutes.
- 2) Permanent residential units shall not exceed ~~2,500 units~~ the maximum number of units approved in the MDO.

EXHIBIT D

**UPDATED SUMMARY OF LAND DEDICATION & FACILITIES CONSTRUCTION
REQUIRED FOR INCREMENT 1 *1**

| Public Facilities Required | Aggregate Site Dedication (acre) | Shell Building Required (s.f.) | Land Dedication or Building Shell Complete | Commencement of Operations |
|---|----------------------------------|--------------------------------|--|----------------------------|
| PARKS, RECREATION and CULTURAL RESOURCES | | | | |
| Neighborhood Parks (Village Parks) | 3.0 - 20.0 *2 | 2500 *3 | 500th C/O *4 | 180 days from Turnover |
| FIRE/RESCUE/LAW ENFORCEMENT | | | | |
| One (1) EMS Transport Vehicle *7 | | | 500th C/O | 500th C/O |
| Interim sub-station Sheriff's trailer | | *6 | Will be operational by the issuance of the first residential building permit. *6 | 30 days from Turnover |
| SOLID WASTE | | | | |
| Site #1 | 6.0 | N/A | Prior to the issuance of the 10,000th C/O | |
| EXTENSION SERVICES | | | | |
| Site #1 | 24.0 | N/A | Prior to the issuance of the 1st C/O *8 | |
| Mosquito Control pre-fab building (shell only). | | 3000 *5 | Prior to the issuance of the 5,000th C/O | 180 days from Turnover |
| Site#2 | 1.0 | N/A | Prior to the issuance of the 5,000th C/O | |
| SCHOOLS | | | | |
| Elementary School | 20.0 | N/A | School Board criteria for land dedication | |

Notes to Exhibit D:

- *1 This Exhibit D, as it relates to Increment 1, updates Exhibit D to the MDO ~~and Exhibit D to the Development Agreement between the Board of County Commissioners of Charlotte County, Florida and MSKP, III, Inc. dated April 20, 2006 as assigned to Babcock Property Holdings, LLC in that particular Assignment, Assumption and Consent Agreement between MSKP III, Inc.; Babcock Property Holdings, LLC; and Charlotte County dated November 14, 2006.~~
- *2 Acreage to be finalized at time of site planning and coordination with the County Parks, Recreation & Cultural Resources Department.
- *3 Neighborhood parks (village park) to include a pavilion and restrooms.
- *4 Must be completed and turned over prior to the 500th C/O ~~within Village III.~~
- *5 Pre-fab building to include two offices, two bays for vehicle and equipment and chemical storage. This facility shall be ADA compliant and shall include all required utilities, parking and landscaping.
- *6 An interim sheriff's sub-station office trailer (24'W x 60' overall length) will be located next to the existing fire station site located on SR 31. The interim trailer will connect to the utilities that service the existing fire station. The trailer will be fully operational by the issuance of the first residential building permit and will be terminated upon the opening of the combined Fire/Sheriff's facility.
- *7 Specifications for one (1) Horton EMS transport vehicle were submitted as Exhibit 25-A-1 of the AIDA for Increment 1.
- *8 Primitive camp site development may occur on Site #1 without being included in an increment.

General Notes:

- 1) All dedications, public facility shell completion, and construction required under this schedule shall be completed and turned over based on a dwelling unit C/O use threshold required above.

EXHIBIT E

Table 1. Increment 1 Parameters by Phase

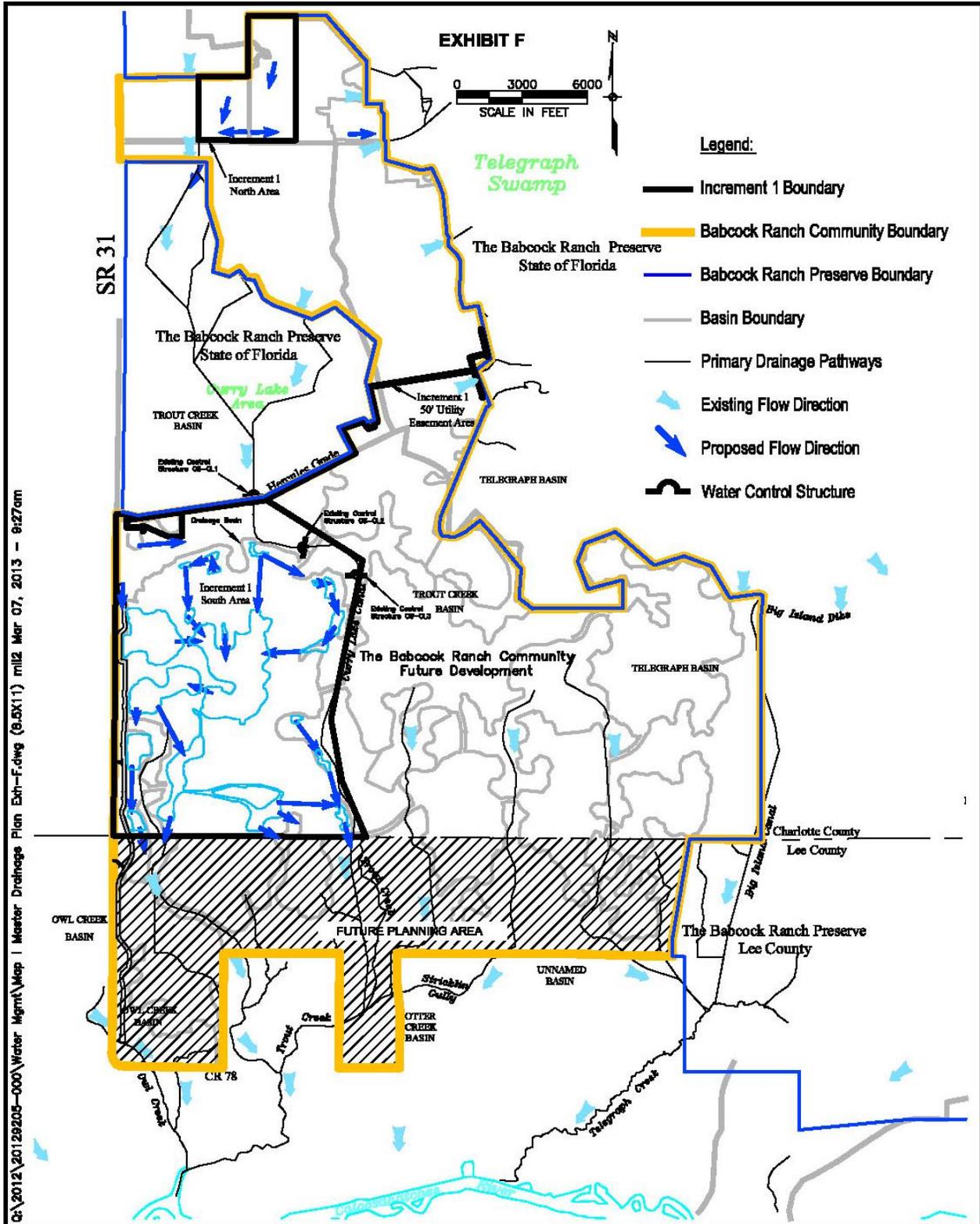
| LAND USE | AMOUNT/SIZE | Phase I | Phase II |
|-------------------------|---------------------|---------------------|---------------------|
| Residential | 2,500 units | 1000 units | 1,500 units |
| Retail | 126,000 square feet | 50,000 square feet | 76,000 square feet |
| General Office | 250,000 square feet | 150,000 square feet | 100,000 square feet |
| Medical Office | 50,000 square feet | 0 square feet | 50,000 square feet |
| Industrial | 90,000 square feet | 0 square feet | 90,000 square feet |
| Hotel/Motel | 100 rooms | 0 rooms | 100 rooms |
| Civic/Government/Church | 22,500 square feet | 5,000 square feet | 17,500 square feet |

Table 2. Increment 1 Parameters by Development Area

| LAND USE | AMOUNT/SIZE | VILLAGE III | TOWN CENTER |
|-------------------------|---------------------|--------------------|---------------------|
| Residential | 2,500 units | 1850 units | 650 units |
| Retail | 126,000 square feet | 26,000 square feet | 100,000 square feet |
| General Office | 250,000 square feet | 25,000 square feet | 225,000 square feet |
| Medical Office | 50,000 square feet | 10,000 square feet | 40,000 square feet |
| Industrial | 90,000 square feet | 0 square feet | 90,000 square feet |
| Hotel/Motel | 100 rooms | 0 rooms | 100 rooms |
| Civic/Government/Church | 22,500 square feet | 12,500 square feet | 10,000 square feet |

NOTE:

- 1) Utilities, agriculture, ecotourism, and mining uses are permitted throughout Increment 1.
- 2) [Table 1 and Table 2 in this](#) Increment 1 Parameters by Phase [and by Development Area](#) in this Exhibit E can be adjusted and interchanged ~~between Phase I and Phase II~~ in accordance with the equivalency matrix set forth in Exhibit C hereto, subject to the external vehicle trip limitations set forth in Section 4 of this ~~Incremental Development Order~~ [IDO](#).

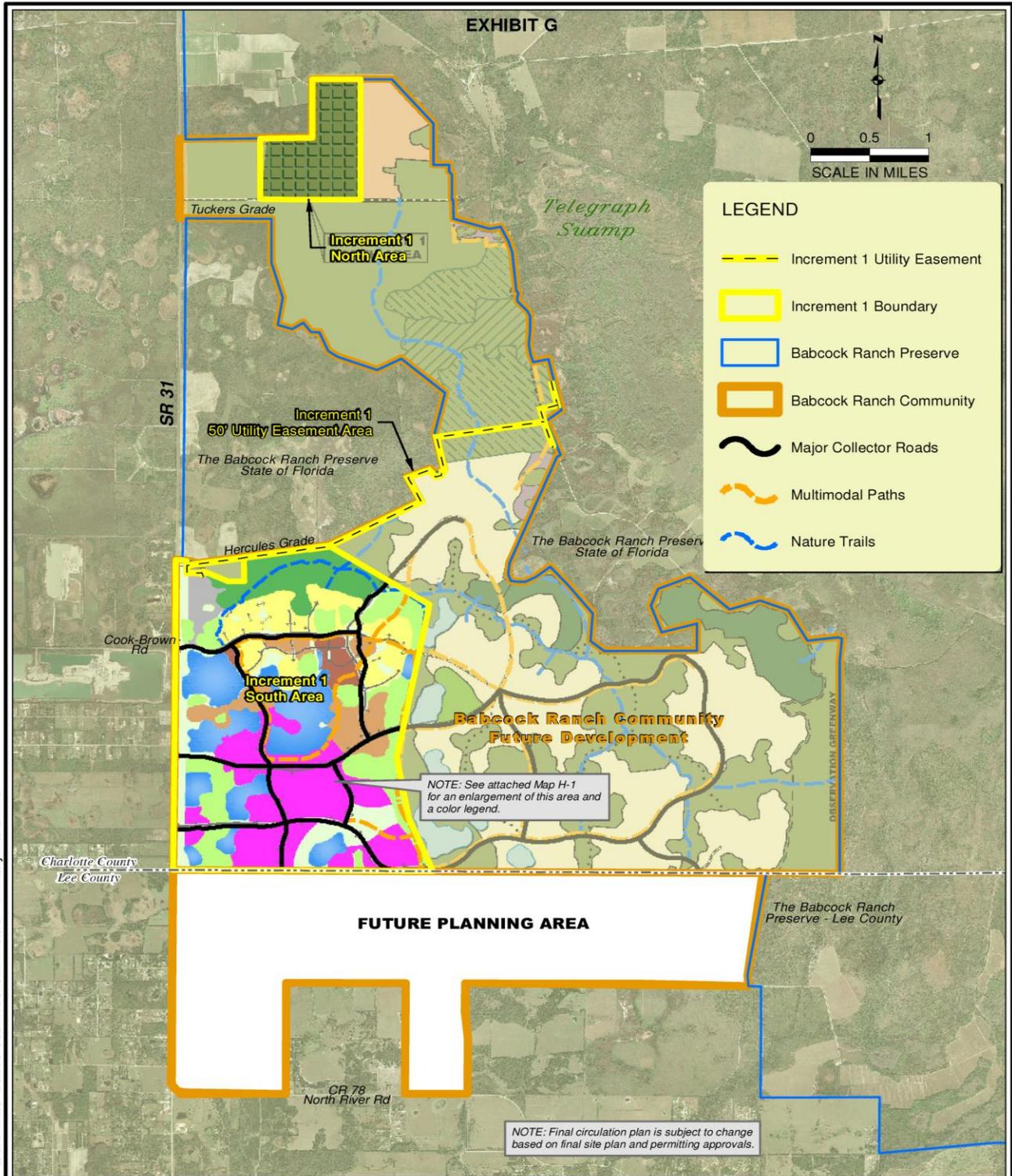


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JOHNSON ENGINEERING

2122 JOHNSON STREET
 P.O. BOX 1550
 FORT MYERS, FLORIDA 33902-1550
 PHONE (239) 334-0048
 FAX (239) 334-3881
 E.B. #842 & L.B. #842

| | | | | |
|--|-------------|----------|----------|-------|
| Increment 1 Proposed Master Drainage Plan | | | | |
| DATE | PROJECT NO. | FILE NO. | SCALE | SHEET |
| January 2013 | 20129205 | 00-00-00 | As Shown | Exh F |



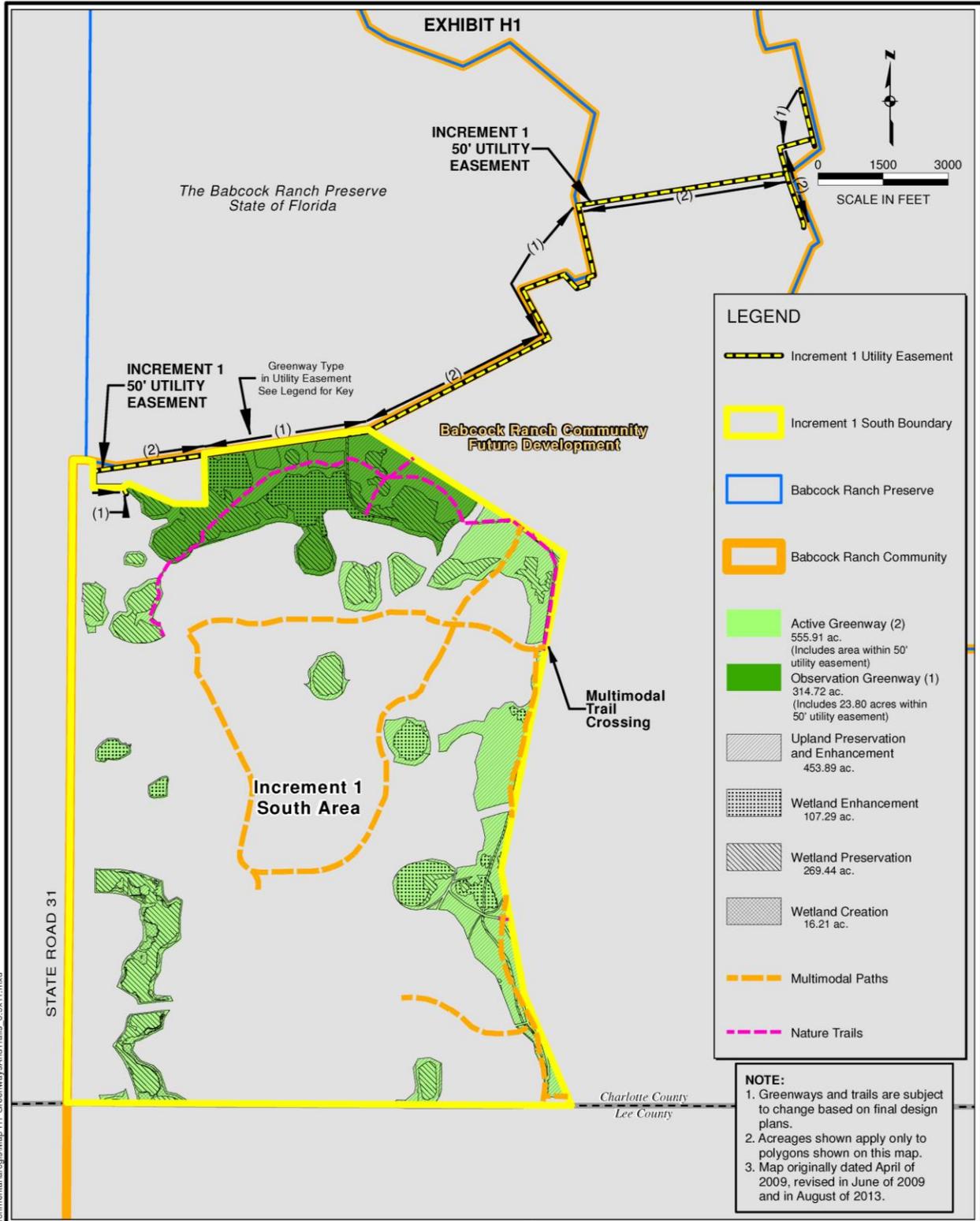
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JOHNSON ENGINEERING

2122 JOHNSON STREET
 P.O. BOX 1550
 FORT MYERS, FLORIDA 33902-1550
 PHONE (239) 334-0046
 FAX (239) 334-3661
 E.B. #642 & L.B. #642

**Increment 1
 Master Internal Circulation Plan**

| DATE | PROJECT | FILE NO. | SCALE | SHEET |
|----------|--------------|----------|----------|---------|
| Aug 2013 | 20129205-000 | -- | As Shown | EXH - G |



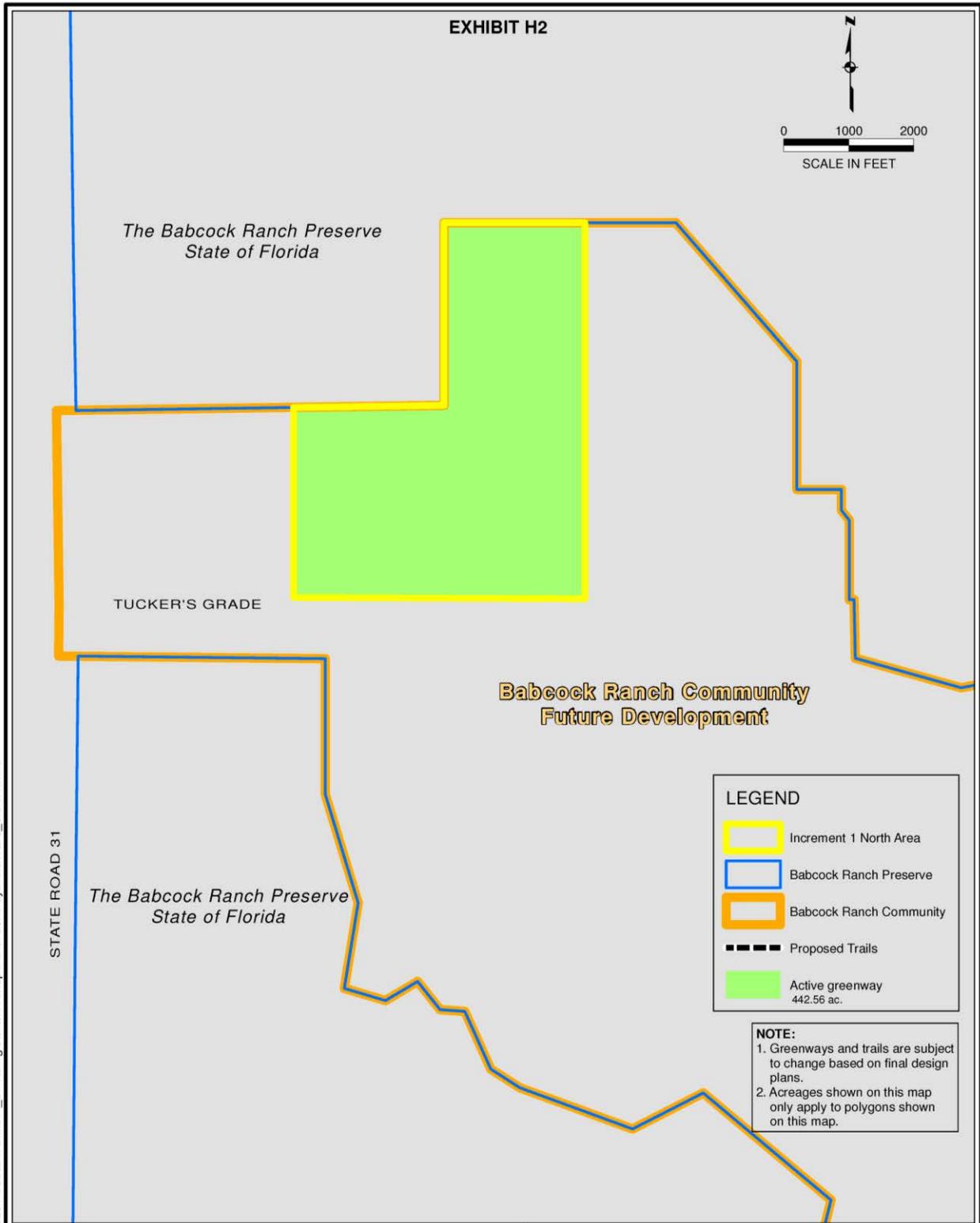
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2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
FAX (239) 334-3661
E.B. #642 & L.B. #642

Increment 1 South Area Primary Greenway Map and Trails Plan

| DATE | PROJECT | FILE NO. | SCALE | SHEET |
|----------|--------------|----------|----------|------------|
| Aug 2013 | 20129205-000 | -- | As Shown | EXHIBIT H1 |



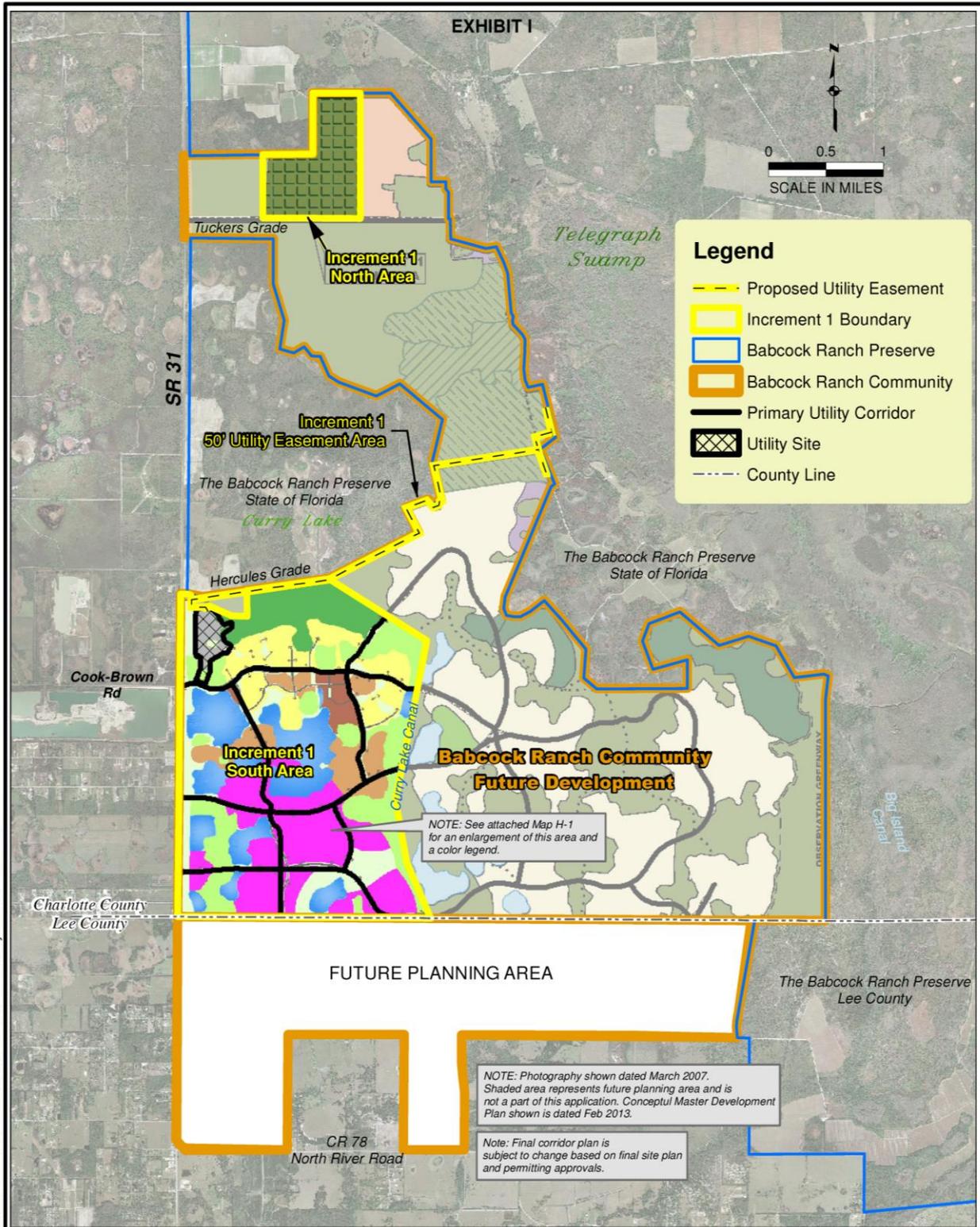
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2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
FAX (239) 334-3661
E.B. #642 & L.B. #642

**Increment 1 North Area
Primary Greenway Map and Trails Plan**

| DATE | PROJECT | FILE NO. | SCALE | SHEET |
|----------|----------|----------|----------|------------|
| Aug 2013 | 20066201 | -- | As Shown | EXHIBIT H2 |



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2122 JOHNSON STREET
 P.O. BOX 1550
 FORT MYERS, FLORIDA 33902-1550
 PHONE (239) 334-0046
 FAX (239) 334-3661
 E.B. #642 & L.B. #642

**Increment 1
 Primary Utility Corridor Plan**

| DATE | PROJECT | FILE NO. | SCALE | SHEET |
|----------|----------|----------|----------|-------|
| Aug 2013 | 20129205 | -- | As Shown | EXH I |

EXHIBIT J

#01662

EXHIBIT J (Page 1 of 3)
BARCOCK WACH COMMUNITY - INCREMENT 1 - Phase 1
 Revised to Reflect Charlotte County GMD Growth Trends Projection of Background Traffic
 PURPOSE: (2014) TRAFFIC CONDITIONS WITH 2% (Only) INTERNAL CAPTURE
 OPERATIONAL: FROM: 10/28/2009 TO: 10/28/2009

CHARLOTTE DESOTO / GLADES COUNTY

| ROADWAY | FROM | TO | NON-PROJECT TRAFFIC | | | | | | | | | | PROJECT TRAFFIC | | | | | | | | | | TOTAL TRAFFIC | | | | | | | | | | Signal # of Lanes | Notes |
|---------|-----------------|-------|---------------------|------------|-------------|---------|------------|---------|------------|---------|------------|----------|-----------------|--------------|----------|-------------|----------|-------------|----------|-------------|----------|-------------|---------------|----------|-------------|----------|-------------|----------|-------------|----------|-------------|----------|-------------------------|-------|
| | | | (1) # of Lanes | (2) FSHWDT | (3) Traffic | (4) ADT | (5) Factor | (6) ADT | (7) Growth | (8) ADT | (9) Factor | (10) ADT | (11) FSHWDT | (12) Traffic | (13) ADT | (14) Factor | (15) ADT | (16) Growth | (17) ADT | (18) Factor | (19) ADT | (20) FSHWDT | (21) Traffic | (22) ADT | (23) Factor | (24) ADT | (25) Growth | (26) ADT | (27) Factor | (28) ADT | (29) Growth | (30) ADT | | |
| SR 31 | Lee County Line | 17893 | 8,523 | 0.86 | 7,300 | 6427 | 0.810 | 584 | 0.816 | 0.814 | 200 | 304 | 9170 | 85.4% | 882 | 0.52 | 0.48 | 455 | 427 | 735 | 731 | 810 | D | D | D | D | 56.2% | 527% | * * * | 2 | 4.65 | 0 L | | |
| | Lee County Line | 8130 | 5652 | 0.86 | 4850 | 4271 | 0.810 | 376 | 0.816 | 0.814 | 200 | 304 | 9170 | 85.4% | 384 | 0.52 | 0.48 | 369 | 341 | 630 | 627 | 810 | D | D | D | 56.2% | 527% | * * * | 2 | 4.65 | 0 L | | | |
| | Lee County Line | 8130 | 5652 | 0.86 | 4850 | 4271 | 0.810 | 376 | 0.816 | 0.814 | 200 | 304 | 9170 | 85.4% | 384 | 0.52 | 0.48 | 369 | 341 | 630 | 627 | 810 | D | D | D | 56.2% | 527% | * * * | 2 | 4.65 | 0 L | | | |
| | Lee County Line | 8130 | 5652 | 0.86 | 4850 | 4271 | 0.810 | 376 | 0.816 | 0.814 | 200 | 304 | 9170 | 85.4% | 384 | 0.52 | 0.48 | 369 | 341 | 630 | 627 | 810 | D | D | D | 56.2% | 527% | * * * | 2 | 4.65 | 0 L | | | |
| | Lee County Line | 8130 | 5652 | 0.86 | 4850 | 4271 | 0.810 | 376 | 0.816 | 0.814 | 200 | 304 | 9170 | 85.4% | 384 | 0.52 | 0.48 | 369 | 341 | 630 | 627 | 810 | D | D | D | 56.2% | 527% | * * * | 2 | 4.65 | 0 L | | | |
| | Lee County Line | 8130 | 5652 | 0.86 | 4850 | 4271 | 0.810 | 376 | 0.816 | 0.814 | 200 | 304 | 9170 | 85.4% | 384 | 0.52 | 0.48 | 369 | 341 | 630 | 627 | 810 | D | D | D | 56.2% | 527% | * * * | 2 | 4.65 | 0 L | | | |
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| | Lee County Line | 8130 | 5652 | 0.86 | 4850 | 4271 | 0.810 | 376 | 0.816 | 0.814 | 200 | 304 | 9170 | 85.4% | 384 | 0.52 | 0.48 | 369 | 341 | 630 | 627 | 810 | D | D | D | 56.2% | 527% | * * * | 2 | 4.65 | 0 L | | | |
| | Lee County Line | 8130 | 5652 | 0.86 | 4850 | 4271 | 0.810 | 376 | 0.816 | 0.814 | 200 | 304 | 9170 | 85.4% | 384 | 0.52 | 0.48 | 369 | 341 | 630 | 627 | 810 | D | D | D | 56.2% | 527% | * * * | 2 | 4.65 | 0 L | | | |
| | Lee County Line | 8130 | 5652 | 0.86 | 4850 | 4271 | 0.810 | 376 | 0.816 | 0.814 | 200 | 304 | 9170 | 85.4% | 384 | 0.52 | 0.48 | 369 | 341 | 630 | 627 | 810 | D | D | D | 56.2% | 527% | * * * | 2 | 4.65 | 0 L | | | |
| | Lee County Line | 8130 | 5652 | 0.86 | 4850 | 4271 | 0.810 | 376 | 0.816 | 0.814 | 200 | 304 | 9170 | 85.4% | 384 | 0.52 | 0.48 | 369 | 341 | 630 | 627 | 810 | D | D | D | 56.2% | 527% | * * * | 2 | 4.65 | 0 L | | | |
| | Lee County Line | 8130 | 5652 | 0.86 | 4850 | 4271 | 0.810 | 376 | 0.816 | 0.814 | 200 | 304 | 9170 | 85.4% | 384 | 0.52 | 0.48 | 369 | 341 | 630 | 627 | 810 | D | D | D | 56.2% | 527% | * * * | 2 | 4.65 | 0 L | | | |
| | Lee County Line | 8130 | 5652 | 0.86 | 4850 | 4271 | 0.810 | 376 | 0.816 | 0.814 | 200 | 304 | 9170 | 85.4% | 384 | 0.52 | 0.48 | 369 | 341 | 630 | 627 | 810 | D | D | D | 56.2% | 527% | * * * | 2 | 4.65 | 0 L | | | |
| | Lee County Line | 8130 | 5652 | 0.86 | 4850 | 4271 | 0.810 | 376 | 0.816 | 0.814 | 200 | 304 | 9170 | 85.4% | 384 | 0.52 | 0.48 | 369 | 341 | 630 | 627 | 810 | D | D | D | 56.2% | 527% | * * * | 2 | 4.65 | 0 L | | | |
| | Lee County Line | 8130 | 5652 | 0.86 | 4850 | 4271 | 0.810 | 376 | 0.816 | 0.814 | 200 | 304 | 9170 | 85.4% | 384 | 0.52 | 0.48 | 369 | 341 | 630 | 627 | 810 | D | D | D | 56.2% | 527% | * * * | 2 | 4.65 | 0 L | | | |
| | Lee County Line | 8130 | 5652 | 0.86 | 4850 | 4271 | 0.810 | 376 | 0.816 | 0.814 | 200 | 304 | 9170 | 85.4% | 384 | 0.52 | 0.48 | 369 | 341 | 630 | 627 | 810 | D | D | D | 56.2% | 527% | * * * | 2 | 4.65 | 0 L | | | |
| | Lee County Line | 8130 | 5652 | 0.86 | 4850 | 4271 | 0.810 | 376 | 0.816 | 0.814 | 200 | 304 | 9170 | 85.4% | 384 | 0.52 | 0.48 | 369 | 341 | 630 | 627 | 810 | D | D | D | 56.2% | 527% | * * * | 2 | 4.65 | 0 L | | | |
| | Lee County Line | 8130 | 5652 | 0.86 | 4850 | 4271 | 0.810 | 376 | 0.816 | 0.814 | 200 | 304 | 9170 | 85.4% | 384 | 0.52 | 0.48 | 369 | 341 | 630 | 627 | 810 | D | D | D | 56.2% | 527% | * * * | 2 | 4.65 | 0 L | | | |
| | Lee County Line | 8130 | 5652 | 0.86 | 4850 | 4271 | 0.810 | 376 | 0.816 | 0.814 | 200 | 304 | 9170 | 85.4% | 384 | 0.52 | 0.48 | 369 | 341 | 630 | 627 | 810 | D | D | D | 56.2% | 527% | * * * | 2 | 4.65 | 0 L | | | |
| | Lee County Line | 8130 | 5652 | 0.86 | 4850 | 4271 | 0.810 | 376 | 0.816 | 0.814 | 200 | 304 | 9170 | 85.4% | 384 | 0.52 | 0.48 | 369 | 341 | 630 | 627 | 810 | D | D | D | 56.2% | 527% | * * * | 2 | 4.65 | 0 L | | | |
| | Lee County Line | 8130 | 5652 | 0.86 | 4850 | 4271 | 0.810 | 376 | 0.816 | 0.814 | 200 | 304 | 9170 | 85.4% | 384 | 0.52 | 0.48 | 369 | 341 | 630 | 627 | 810 | D | D | D | 56.2% | 527% | * * * | 2 | 4.65 | 0 L | | | |
| | Lee County Line | 8130 | 5652 | 0.86 | 4850 | 4271 | 0.810 | 376 | 0.816 | 0.814 | 200 | 304 | 9170 | 85.4% | 384 | 0.52 | 0.48 | 369 | 341 | 630 | 627 | 810 | D | D | D | 56.2% | 527% | * * * | 2 | 4.65 | 0 L | | | |
| | Lee County Line | 8130 | 5652 | 0.86 | 4850 | 4271 | 0.810 | 376 | 0.816 | 0.814 | 200 | 304 | 9170 | 85.4% | 384 | 0.52 | 0.48 | 369 | 341 | 630 | 627 | 810 | D | D | D | 56.2% | 527% | * * * | 2 | 4.65 | 0 L | | | |
| | Lee County Line | 8130 | 5652 | 0.86 | 4850 | 4271 | 0.810 | 376 | 0.816 | 0.814 | 200 | 304 | 9170 | 85.4% | 384 | 0.52 | 0.48 | 369 | 341 | 630 | 627 | 810 | D | D | D | 56.2% | 527% | * * * | 2 | 4.65 | 0 L | | | |
| | Lee County Line | 8130 | 5652 | 0.86 | 4850 | 4271 | 0.810 | 376 | 0.816 | 0.814 | 200 | 304 | 9170 | 85.4% | 384 | 0.52 | 0.48 | 369 | 341 | 630 | 627 | 810 | D | D | D | 56.2% | 527% | * * * | 2 | 4.65 | 0 L | | | |
| | Lee County Line | 8130 | 5652 | 0.86 | 4850 | 4271 | 0.810 | 376 | 0.816 | 0.814 | 200 | 304 | 9170 | 85.4% | 384 | 0.52 | 0.48 | 369 | 341 | 630 | 627 | 810 | D | D | D | 56.2% | 527% | * * * | 2 | 4.65 | 0 L | | | |
| | Lee County Line | 8130 | 5652 | 0.86 | 4850 | 4271 | 0.810 | 376 | 0.816 | 0.814 | 200 | 304 | 9170 | 85.4% | 384 | 0.52 | 0.48 | 369 | 341 | 630 | 627 | 810 | D | D | D | 56.2% | 527% | * * * | 2 | 4.65 | 0 L | | | |
| | Lee County Line | 8130 | 5652 | 0.86 | 4850 | 4271 | 0.810 | 376 | 0.816 | 0.814 | 200 | 304 | 9170 | 85.4% | 384 | 0.52 | 0.48 | 369 | 341 | 630 | 627 | 810 | D | D | D | 56.2% | 527% | * * * | 2 | 4.65 | 0 L | | | |
| | Lee County Line | 8130 | 5652 | 0.86 | 4850 | 4271 | 0.810 | 376 | 0.816 | 0.814 | 200 | 304 | 9170 | 85.4% | 384 | 0.52 | 0.48 | 369 | 341 | 630 | 627 | 810 | D | D | D | 56.2% | 527% | * * * | 2 | 4.65 | 0 L | | | |
| | Lee County Line | 8130 | 5652 | 0.86 | 4850 | 4271 | 0.810 | 376 | 0.816 | 0.814 | 200 | 304 | 9170 | 85.4% | 384 | 0.52 | 0.48 | 369 | 341 | 630 | 627 | 810 | D | D | D | 56.2% | 527% | * * * | 2 | 4.65 | 0 L | | | |
| | Lee County Line | 8130 | 5652 | 0.86 | 4850 | 4271 | 0.810 | 376 | 0.816 | 0.814 | 200 | 304 | 9170 | 85.4% | 384 | 0.52 | 0.48 | 369 | 341 | 630 | 627 | 810 | D | D | D | 56.2% | 527% | * * * | 2 | 4.65 | 0 L | | | |
| | Lee County Line | 8130 | 5652 | 0.86 | 4850 | 4271 | 0.810 | 376 | 0.816 | 0.814 | 200 | 304 | 9170 | 85.4% | 384 | 0.52 | 0.48 | 369 | 341 | 630 | 627 | 810 | D | D | D | 56.2% | 527% | * * * | 2 | 4.65 | 0 L | | | |
| | Lee County Line | 8130 | 5652 | 0.86 | 4850 | 4271 | 0.810 | 376 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | |

EXHIBIT J

#07662

EXHIBIT J (Page 3 of 3)
BABCOCK RANCH COMMUNITY - INCREMENT 1 - Phase 1
 Revised to Reflect Lee County DOT Growth Trends Projection of Background Traffic
 Volume (2014) TRAFFIC CONDITIONS WITH 12% (Daily) INTERNAL CAPTURE
 DIRECTIONAL PEAK HOUR PEAK SEASON

| ROADWAY | FROM | TO | (1) Lanes | (2) LOS | (3) PCS | (4) Non-PSWADT FSWADT Traffic Factor | (5) Non-PSWADT Factor | NON-PROJECT TRAFFIC | | | | PROJECT TRAFFIC | | | | TOTAL TRAFFIC | | | | Service Volume 2014 | Exhibit Traffic | | Signal & Adj. Roadway | Inland Needed | Inland | Needed | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|-------------------|-------|-------|-----------|---------|---------|--------------------------------------|-----------------------|---------------------|--------|----------------|----------------|-----------------|----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|---------------------|-----------------|-----------------|-----------------------|---------------|--------|--------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| | | | | | | | | Lee County Growth | ADT | (6) ADT Factor | (7) ADT Factor | (8) ADT Factor | (9) ADT Factor | (10) ADT Factor | (11) ADT Factor | (12) ADT Factor | (13) ADT Factor | (14) ADT Factor | (15) ADT Factor | | (16) ADT Factor | (17) ADT Factor | | | | | (18) ADT Factor | (19) ADT Factor | (20) ADT Factor | (21) ADT Factor | (22) ADT Factor | (23) ADT Factor | (24) ADT Factor | (25) ADT Factor | (26) ADT Factor | (27) ADT Factor | (28) ADT Factor | (29) ADT Factor | (30) ADT Factor | (31) ADT Factor | (32) ADT Factor | (33) ADT Factor | (34) ADT Factor | (35) ADT Factor | (36) ADT Factor | (37) ADT Factor | (38) ADT Factor | (39) ADT Factor | (40) ADT Factor | (41) ADT Factor | (42) ADT Factor | (43) ADT Factor | (44) ADT Factor | (45) ADT Factor | (46) ADT Factor | (47) ADT Factor | (48) ADT Factor | (49) ADT Factor | (50) ADT Factor | (51) ADT Factor | (52) ADT Factor | (53) ADT Factor | (54) ADT Factor | (55) ADT Factor | (56) ADT Factor | (57) ADT Factor | (58) ADT Factor | (59) ADT Factor | (60) ADT Factor | (61) ADT Factor | (62) ADT Factor | (63) ADT Factor | (64) ADT Factor | (65) ADT Factor | (66) ADT Factor | (67) ADT Factor | (68) ADT Factor | (69) ADT Factor | (70) ADT Factor | (71) ADT Factor | (72) ADT Factor | (73) ADT Factor | (74) ADT Factor | (75) ADT Factor | (76) ADT Factor | (77) ADT Factor | (78) ADT Factor | (79) ADT Factor | (80) ADT Factor | (81) ADT Factor | (82) ADT Factor | (83) ADT Factor | (84) ADT Factor | (85) ADT Factor | (86) ADT Factor | (87) ADT Factor |
| GORTZ AVE | SR 80 | US 41 | 3 | E | 18 | 11194 | 10.633 | 1.34 | 8,600 | 0.0660 | 830 | 0.5300 | 0.7000 | 448 | 390 | 1071 | 4.4% | 35 | 0.52 | 0.48 | 23 | 22 | 463 | 412 | 930 | C | C | C | C | 2.5% | 2.4% | 2 | A05 | 0 | L | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Luxard Rd | SR 82 | US 41 | 3 | E | 18 | 19740 | 19.247 | 1.24 | 15,600 | 0.0660 | 1,500 | 0.5300 | 0.7000 | 819 | 720 | 364 | 3.4% | 38 | 0.52 | 0.48 | 18 | 17 | 820 | 718 | 1538 | D | D | D | D | 2.9% | 1.9% | 2 | A05 | 0 | L | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Hemlock St | SR 82 | US 41 | 3 | E | 18 | 20025 | 19.654 | 1.24 | 15,900 | 0.0660 | 1,500 | 0.5300 | 0.7000 | 819 | 720 | 364 | 3.4% | 38 | 0.52 | 0.48 | 18 | 17 | 820 | 718 | 1538 | D | D | D | D | 2.9% | 1.9% | 2 | A05 | 0 | L | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Orange River Blvd | SR 80 | US 41 | 3 | E | 18 | 9834 | 9.669 | 1.11 | 8,100 | 0.1040 | 900 | 0.5300 | 0.8000 | 479 | 420 | 125 | 2.1% | 22 | 0.52 | 0.48 | 11 | 10 | 471 | 461 | 932 | C | C | C | C | 1.7% | 1.2% | 2 | A05 | 0 | L | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Park Avenue | SR 80 | US 41 | 3 | E | 18 | 14062 | 13.901 | 1.11 | 13,100 | 0.1040 | 1,400 | 0.5300 | 0.8000 | 719 | 650 | 141 | 3.3% | 34 | 0.52 | 0.48 | 17 | 17 | 471 | 461 | 932 | C | C | C | C | 1.7% | 1.2% | 2 | A05 | 0 | L | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Second St | SR 80 | US 41 | 3 | E | 18 | 19303 | 19.203 | 1.24 | 16,700 | 0.1040 | 1,720 | 0.5300 | 0.8000 | 819 | 720 | 0 | 0.0% | 0 | 0.52 | 0.48 | 0 | 0 | 1,720 | 0 | 2,500 | B | A | A | A | 0.0% | 0.0% | 4 | A05 | 1 | L | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| First St | SR 80 | US 41 | 3 | E | 18 | 20345 | 20.277 | 1.24 | 17,500 | 0.1040 | 2,070 | 0.5300 | 0.8000 | 1,000 | 850 | 150 | 5.2% | 54 | 0.48 | 0.52 | 26 | 26 | 1,506 | 1,218 | 2,724 | B | B | B | B | 1.8% | 1.4% | 4 | A05 | 1 | L | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| NE 24th Ave | SR 80 | US 41 | 3 | E | 18 | 40375 | 40.588 | 1.37 | 37,900 | 0.1030 | 3,900 | 0.5330 | 0.4467 | 1,740 | 1,470 | 270 | 3.7% | 37 | 0.48 | 0.52 | 19 | 19 | 2,178 | 1,759 | 3,937 | F | C | C | C | 0.9% | 0.9% | 6 | A05 | 2 | L | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Del Prado Blvd | SR 80 | US 41 | 3 | E | 18 | 36142 | 36.066 | 1.37 | 34,300 | 0.1030 | 3,200 | 0.5330 | 0.4467 | 1,740 | 1,470 | 270 | 3.7% | 37 | 0.48 | 0.52 | 19 | 19 | 2,178 | 1,759 | 3,937 | F | C | C | C | 0.9% | 0.9% | 6 | A05 | 2 | L | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| West | SR 80 | US 41 | 3 | E | 18 | 11472 | 11.467 | 1.07 | 10,700 | 0.1030 | 1,100 | 0.5300 | 0.8000 | 660 | 550 | 110 | 1.3% | 14 | 0.48 | 0.52 | 7 | 7 | 1,707 | 1,447 | 3,154 | B | B | B | B | 0.4% | 0.3% | 4 | A05 | 0 | L | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Del Prado Blvd | SR 80 | US 41 | 3 | E | 18 | 11472 | 11.467 | 1.07 | 10,700 | 0.1030 | 1,100 | 0.5300 | 0.8000 | 660 | 550 | 110 | 1.3% | 14 | 0.48 | 0.52 | 7 | 7 | 1,707 | 1,447 | 3,154 | B | B | B | B | 0.4% | 0.3% | 4 | A05 | 0 | L | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Chaparral Blvd | SR 80 | US 41 | 3 | E | 18 | 36571 | 36.527 | 1.33 | 32,300 | 0.0890 | 2,870 | 0.5300 | 0.4000 | 1,490 | 1,380 | 110 | 3.2% | 33 | 0.52 | 0.48 | 17 | 16 | 1,507 | 1,396 | 2,903 | B | B | B | B | 0.6% | 0.5% | 2 | A05 | 0 | L | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Del Prado Blvd | SR 80 | US 41 | 3 | E | 18 | 36571 | 36.527 | 1.33 | 32,300 | 0.0890 | 2,870 | 0.5300 | 0.4000 | 1,490 | 1,380 | 110 | 3.2% | 33 | 0.52 | 0.48 | 17 | 16 | 1,507 | 1,396 | 2,903 | B | B | B | B | 0.6% | 0.5% | 2 | A05 | 0 | L | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Del Prado Blvd | SR 80 | US 41 | 3 | E | 18 | 11472 | 11.467 | 1.07 | 10,700 | 0.1030 | 1,100 | 0.5300 | 0.8000 | 660 | 550 | 110 | 1.3% | 14 | 0.48 | 0.52 | 7 | 7 | 1,707 | 1,447 | 3,154 | B | B | B | B | 0.4% | 0.3% | 4 | A05 | 0 | L | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Del Prado Blvd | SR 80 | US 41 | 3 | E | 18 | 11472 | 11.467 | 1.07 | 10,700 | 0.1030 | 1,100 | 0.5300 | 0.8000 | 660 | 550 | 110 | 1.3% | 14 | 0.48 | 0.52 | 7 | 7 | 1,707 | 1,447 | 3,154 | B | B | B | B | 0.4% | 0.3% | 4 | A05 | 0 | L | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Del Prado Blvd | SR 80 | US 41 | 3 | E | 18 | 11472 | 11.467 | 1.07 | 10,700 | 0.1030 | 1,100 | 0.5300 | 0.8000 | 660 | 550 | 110 | 1.3% | 14 | 0.48 | 0.52 | 7 | 7 | 1,707 | 1,447 | 3,154 | B | B | B | B | 0.4% | 0.3% | 4 | A05 | 0 | L | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Del Prado Blvd | SR 80 | US 41 | 3 | E | 18 | 11472 | 11.467 | 1.07 | 10,700 | 0.1030 | 1,100 | 0.5300 | 0.8000 | 660 | 550 | 110 | 1.3% | 14 | 0.48 | 0.52 | 7 | 7 | 1,707 | 1,447 | 3,154 | B | B | B | B | 0.4% | 0.3% | 4 | A05 | 0 | L | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Del Prado Blvd | SR 80 | US 41 | 3 | E | 18 | 11472 | 11.467 | 1.07 | 10,700 | 0.1030 | 1,100 | 0.5300 | 0.8000 | 660 | 550 | 110 | 1.3% | 14 | 0.48 | 0.52 | 7 | 7 | 1,707 | 1,447 | 3,154 | B | B | B | B | 0.4% | 0.3% | 4 | A05 | 0 | L | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Del Prado Blvd | SR 80 | US 41 | 3 | E | 18 | 11472 | 11.467 | 1.07 | 10,700 | 0.1030 | 1,100 | 0.5300 | 0.8000 | 660 | 550 | 110 | 1.3% | 14 | 0.48 | 0.52 | 7 | 7 | 1,707 | 1,447 | 3,154 | B | B | B | B | 0.4% | 0.3% | 4 | A05 | 0 | L | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Del Prado Blvd | SR 80 | US 41 | 3 | E | 18 | 11472 | 11.467 | 1.07 | 10,700 | 0.1030 | 1,100 | 0.5300 | 0.8000 | 660 | 550 | 110 | 1.3% | 14 | 0.48 | 0.52 | 7 | 7 | 1,707 | 1,447 | 3,154 | B | B | B | B | 0.4% | 0.3% | 4 | A05 | 0 | L | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Del Prado Blvd | SR 80 | US 41 | 3 | E | 18 | 11472 | 11.467 | 1.07 | 10,700 | 0.1030 | 1,100 | 0.5300 | 0.8000 | 660 | 550 | 110 | 1.3% | 14 | 0.48 | 0.52 | 7 | 7 | 1,707 | 1,447 | 3,154 | B | B | B | B | 0.4% | 0.3% | 4 | A05 | 0 | L | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Del Prado Blvd | SR 80 | US 41 | 3 | E | 18 | 11472 | 11.467 | 1.07 | 10,700 | 0.1030 | 1,100 | 0.5300 | 0.8000 | 660 | 550 | 110 | 1.3% | 14 | 0.48 | 0.52 | 7 | 7 | 1,707 | 1,447 | 3,154 | B | B | B | B | 0.4% | 0.3% | 4 | A05 | 0 | L | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Del Prado Blvd | SR 80 | US 41 | 3 | E | 18 | 11472 | 11.467 | 1.07 | 10,700 | 0.1030 | 1,100 | 0.5300 | 0.8000 | 660 | 550 | 110 | 1.3% | 14 | 0.48 | 0.52 | 7 | 7 | 1,707 | 1,447 | 3,154 | B | B | B | B | 0.4% | 0.3% | 4 | A05 | 0 | L | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Del Prado Blvd | SR 80 | US 41 | 3 | E | 18 | 11472 | 11.467 | 1.07 | 10,700 | 0.1030 | 1,100 | 0.5300 | 0.8000 | 660 | 550 | 110 | 1.3% | 14 | 0.48 | 0.52 | 7 | 7 | 1,707 | 1,447 | 3,154 | B | B | B | B | 0.4% | 0.3% | 4 | A05 | 0 | L | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Del Prado Blvd | SR 80 | US 41 | 3 | E | 18 | 11472 | 11.467 | 1.07 | 10,700 | 0.1030 | 1,100 | 0.5300 | 0.8000 | 660 | 550 | 110 | 1.3% | 14 | 0.48 | 0.52 | 7 | 7 | 1,707 | 1,447 | 3,154 | B | B | B | B | 0.4% | 0.3% | 4 | A05 | 0 | L | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Del Prado Blvd | SR 80 | US 41 | 3 | E | 18 | 11472 | 11.467 | 1.07 | 10,700 | 0.1030 | 1,100 | 0.5300 | 0.8000 | 660 | 550 | 110 | 1.3% | 14 | 0.48 | 0.52 | 7 | 7 | 1,707 | 1,447 | 3,154 | B | B | B | B | 0.4% | 0.3% | 4 | A05 | 0 | L | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Del Prado Blvd | SR 80 | US 41 | 3 | E | 18 | 11472 | 11.467 | 1.07 | 10,700 | 0.1030 | 1,100 | 0.5300 | 0.8000 | 660 | 550 | 110 | 1.3% | 14 | 0.48 | 0.52 | 7 | 7 | 1,707 | 1,447 | 3,154 | B | B | B | B | 0.4% | 0.3% | 4 | A05 | 0 | L | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Del Prado Blvd | SR 80 | US 41 | 3 | E | 18 | 11472 | 11.467 | 1.07 | 10,700 | 0.1030 | 1,100 | 0.5300 | 0.8000 | 660 | 550 | 110 | 1.3% | 14 | 0.48 | 0.52 | 7 | 7 | 1,707 | 1,447 | 3,154 | B | B | B | B | 0.4% | 0.3% | 4 | A05 | 0 | L | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Del Prado Blvd | SR 80 | US 41 | 3 | E | 18 | 11472 | 11.467 | 1.07 | 10,700 | 0.1030 | 1,100 | 0.5300 | 0.8000 | 660 | 550 | 110 | 1.3% | 14 | 0.48 | 0.52 | 7 | 7 | 1,707 | 1,447 | 3,154 | B | B | B | B | 0.4% | 0.3% | 4 | A05 | 0 | L | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Del Prado Blvd | SR 80 | US 41 | 3 | E | 18 | 11472 | 11.467 | 1.07 | 10,700 | 0.1030 | 1,100 | 0.5300 | 0.8000 | 660 | 550 | 110 | 1.3% | 14 | 0.48 | 0.52 | 7 | 7 | 1,707 | 1,447 | 3,154 | B | B | B | B | 0.4% | 0.3% | 4 | A05 | 0 | L | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Del Prado Blvd | SR 80 | US 41 | 3 | E | 18 | 11472 | 11.467 | 1.07 | 10,700 | 0.1030 | 1,100 | 0.5300 | 0.8000 | 660 | 550 | 110 | 1.3% | 14 | 0.48 | 0.52 | 7 | 7 | 1,707 | 1,447 | 3,154 | B | B | B | B | 0.4% | 0.3% | 4 | A05 | 0 | L | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Del Prado Blvd | SR 80 | US 41 | 3 | E | 18 | 11472 | 11.467 | 1.07 | 10,700 | 0.1030 | 1,100 | 0.5300 | 0.8000 | 660 | 550 | 110 | 1.3% | 14 | 0.48 | 0.52 | 7 | 7 | 1,707 | 1,447 | 3,154 | B | B | B | B | 0.4% | 0.3% | 4 | A05 | 0 | L | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Del Prado Blvd | SR 80 | US 41 | 3 | E | 18 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

EXHIBIT K

EXHIBIT K (12/07/09)
 BABCOCK RANCH COMMUNITY - INCREMENT 1, #07652
 PROPORTIONATE SHARE CALCULATION WITH PROJECT
 PROPORTIONATE SHARE CALCULATION
 INCREMENT 1, PHASE 1

| ROADWAY | FROM | TO | Length (Mile) | (1) Number of Lanes | (2) E+V Need | (3) E+V Need | (4) Capacity Added | (5) Project Share | (6) % Share | (7) Total Improvement Cost Per Mile | (8) Total Improvement Cost | (9) Estimated Pro Share |
|--|-------|------------------|---------------|---------------------|--------------|--------------|--------------------|-------------------|-------------|-------------------------------------|----------------------------|-------------------------|
| SR 31 | SR 76 | North River Road | 1.33 | 2 | 4 | 920 | 1,050 | 395 | 47.9% | \$6,114,626 | \$7,549,100 | \$2,950,400 |
| <p>FD & E Study Cost Per Centerline Mile</p> <p>Staircase Roadway Cost Per Centerline Mile</p> <p>Contingency 25%</p> <p>Total Construction Cost Per Centerline Mile</p> <p>PE Design Cost Per Centerline Mile</p> <p>CEI Cost Per Centerline Mile 15%</p> <p>Total P+O+V Cost Per Centerline Mile 19%</p> <p>Total Roadway Improvement Cost Per Centerline Mile</p> <p>Total Roadway Improvement Cost \$7,549,100</p> <p>Total Proportionate Share \$2,950,400</p> | | | | | | | | | | | | |
| <p>INTERSECTION</p> <p>(10) (11) (12) (13) (14) (15) (16) (17) (18) (19) (20) (21) (22)</p> <p>SR 31 at SR 80 (Palm Beach Blvd)</p> <p>403 152.3 0.3635</p> <p>\$242,950</p> <p>\$4,300</p> <p>Add Second EB Left-Turn Lane</p> <p>Add Second EB Left-Turn Lane</p> <p>Signal Retiming</p> <p>Total Intersection Improvement Cost</p> <p>\$11,745 (6)</p> <p>\$116,475 (6)</p> <p>\$10,000 (6)</p> <p>\$242,950</p> <p>\$18,745 (6)</p> <p>\$176,475 (6)</p> <p>\$10,000 (6)</p> <p>\$176,475 (6)</p> <p>\$47,233</p> <p>\$4,052</p> <p>\$51,285</p> | | | | | | | | | | | | |
| <p>SR 31 at SR 76 (Barnes Road)</p> <p>764 188.4 0.4655</p> <p>\$176,474</p> <p>\$1,300</p> <p>Add Second EB Left-Turn Lane</p> <p>Signal Retiming</p> <p>Total Intersection Improvement Cost</p> <p>\$116,475 (6)</p> <p>\$10,000 (6)</p> <p>\$4,052</p> <p>\$176,475 (6)</p> <p>\$176,475 (6)</p> <p>\$176,475 (6)</p> <p>\$47,233</p> <p>\$4,052</p> <p>\$51,285</p> | | | | | | | | | | | | |
| <p>SR 31 at North River Road</p> <p>861 175.1 0.4651</p> <p>\$530,527</p> <p>\$265,100</p> <p>Add WB Left-Turn Lane</p> <p>New Signal</p> <p>Total Intersection Improvement Cost</p> <p>\$116,475 (6)</p> <p>\$402,472 (6)</p> <p>\$509,947 (6)</p> <p>\$203,500 (6)</p> <p>\$265,110 (6)</p> | | | | | | | | | | | | |
| <p>Total Intersection Improvement Cost \$890,527</p> <p>Total Intersection Proportionate Share \$377,700</p> <p>OVERALL TOTAL IMPROVEMENT COST \$9,699,474</p> <p>OVERALL TOTAL PROPORTIONATE SHARE \$3,568,100</p> | | | | | | | | | | | | |

LEGENDS:

(1) Please refer to Exhibit J.

(2) From Lee County Generalized Service Values, January 2009.

(3) From B&E Associates, Inc.

(4) From Lee County Generalized Service Values, January 2009.

(5) Cost estimate from FDOT Loop Bridge Estimation System, Openis Cost Per Mile Model, July 2009. Volatility scaling 2, use method to have scaled annual funds. Cost estimate includes NOT and ACE.

(6) Contingency, PE Design, CEI percentages based on FDOT District Procurement Cost Per Centerline Mile, Revised June 2009 document.

(7) Based on the latest available FDOT District Procurement Cost Per Centerline Mile, Revised June 2009 document.

(8) Percentage of two-way projects to be built in Lee County, March 2005 report, page 11, total light-duty to contributor cost ratio is 19%. Total light-duty includes Storm Water Management.

(9) Source: Lee County DOT - Traffic Section Start November 12, 2005.

(10) For ADA, accommodation, information @ www.fdot.com.

(11) For ADA, accommodation, information @ www.fdot.com.

(12) The proportionate share percentages have been accepted by FDOT, Charlotte County, Lee County, DCA, and the SWMRC for Incentive 1 - Phase 1, recognizing that the actual costs may increase or decrease based upon the final actual costs of the agreed upon improvements.

EXHIBIT L

*Chg
BCC #14*

RESOLUTION
NUMBER 2010 - 112

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA, AMENDING THE INCREMENT 1 DEVELOPMENT ORDER OF BABCOCK RANCH COMMUNITY AS APPROVED BY RESOLUTION NO. 2009-284; FINDING THAT THIS AMENDMENT DOES NOT CONSTITUTE A SUBSTANTIAL DEVIATION; AND PROVIDING FOR AN EFFECTIVE DATE.

CHARLOTTE COUNTY CLERK OF CIRCUIT COURT
CR BOOK 3534, PGS 1424-1481 58 pg(s)
INSTR # 1985753
Doc Type GOV, Recorded 12/20/2010 at 02:27 PM
Rec. Fee: \$494.50
Cashiered By: MARGEC Doc. #2

RECITALS

WHEREAS, on December 13, 2007, the Board of County Commissioners of Charlotte County, Florida, passed and approved Resolution 2007-196, constituting the Master Development Order for a development known as Babcock Ranch Community; and

WHEREAS, the Master Development Order was amended by Charlotte County Resolution No. 2008-063 on June 17, 2008, and by Resolution No. 2009-283 on December 15, 2009; and

WHEREAS, the Increment 1 Development Order was approved by Charlotte County Resolution No. 2009-284 on December 15, 2009; and

WHEREAS, the Increment 1 Development Order contained, as Exhibit L, the binding and enforceable commitment by the Developer to undertake certain transportation improvements in the form of a letter from the Developer to the Florida Department of Transportation; and

WHEREAS, Babcock Property Holdings, LLC ("Developer") has now entered into an agreement with the Florida Department of Transportation to provide for said transportation improvements, said agreement titled "Babcock Ranch Community Increment 1 - Phase 1 Master Roadway Improvement



CERTIFIED TRUE COPY
OF THE ORIGINAL
BARBARA T. SCOTT
CLERK OF THE CIRCUIT COURT
CHARLOTTE COUNTY, FLORIDA
BY: *[Signature]*
DEPUTY CLERK

IMAGED
*12-21-10
AP*

58
[Star]
Mino

EXHIBIT L

Agreement" which is intended to replace the letter as Exhibit L to the Increment 1 Development Order; and

WHEREAS, the Board of County Commissioners of Charlotte County, Florida, has considered the amendment requested by the Developer, and finds that, pursuant to Chapter 380.06(19), Florida Statutes, it does not constitute a substantial deviation.

WHEREAS, the Department of Community Affairs and the Southwest Florida Regional Planning Council have reviewed the amendment request and have determined that, pursuant to 380.06(19)(e)2.k, Florida Statutes, said request qualifies as an amendment that does not require the filing of a Notice of Proposed Change.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Charlotte County, Florida, that Resolution No. 2009-284 be amended as follows:

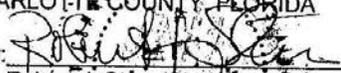
1. The attached "Babcock Ranch Community Increment 1 – Phase 1 Master Roadway Improvement Agreement" is added to the Increment 1 Development Order as Exhibit L, replacing the original Exhibit L.
2. The amendment incorporated herein does not constitute a substantial deviation of the Increment 1 Development Order.
3. This Resolution shall become effective immediately upon its adoption.
4. County staff is hereby directed to forward a copy of this Resolution and its attachments to the Florida Department of Community Affairs, 2555 Shumard Oak Boulevard, Tallahassee, FL 32399-2100, and to the Executive Director,

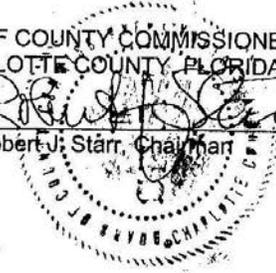
EXHIBIT L

Southwest Florida Regional Planning Council, 4980 Bayline Drive, 4th Floor,
North Fort Myers, FL 33918-3909.

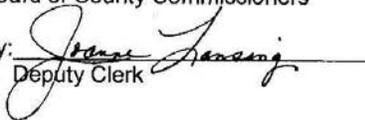
PASSED AND DULY ADOPTED this 14th day of December, 2010.

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By: 
Robert J. Starr, Chairman



ATTEST:
Barbara T. Scott, Clerk of Circuit
Court and Ex-officio Clerk to the
Board of County Commissioners

By: 
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: 
Janette S. Knowlton, County Attorney

EXHIBIT L

BABCOCK RANCH COMMUNITY INCREMENT 1 – PHASE 1
MASTER ROADWAY IMPROVEMENT AGREEMENT
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BABCOCK RANCH COMMUNITY INCREMENT 1 – PHASE 1 MASTER ROADWAY IMPROVEMENT AGREEMENT

This Babcock Ranch Community Increment 1- Phase 1 Master Roadway Improvement Agreement ("Master Agreement") is entered into this 18th day of February 2010, by and between **Babcock Property Holdings, LLC**, a Delaware limited liability company ("Developer") and the **Florida Department of Transportation**, an agency of the State of Florida ("FDOT"). The purpose of this Master Agreement is to create a binding agreement between the parties to address Developer's obligations that will satisfy its transportation concurrency requirements for its Babcock Ranch Community Increment 1 DRI Incremental Development Order.

NOW, THEREFORE, for and in consideration of the premises and in reliance on the mutual promises, covenants, undertakings, recitals and other matters contained herein, the parties hereby covenant and agree as follows:

A. FACTUAL BASIS

1. Developer is the owner and developer of property known as the Babcock Ranch Community (the "Property") which is located on the east side of SR 31, just north of the Lee County-Charlotte County boundary in Charlotte County Florida, and
2. Developer wishes to develop the Property as a mixed use community ("Project") and received approval on December 13, 2007 from the Board of County Commissioners of Charlotte County for that certain Babcock Ranch Community Development of Regional Impact Master Development Order ("DRI"), as subsequently amended, with an effective date of September 1, 2008; and
3. On December 15, 2009, Developer received approval from the Board of County Commissioners of Charlotte County for a Babcock Ranch Community Increment 1 DRI Incremental Development Order ("IDO-1") (Charlotte County Ordinance No. 2009-284), for that certain portion of the Property known as Increment 1 and as shown on the legal description in Attachment A. IDO-1 limited development of Phase 1 from a transportation perspective (see excerpt of IDO-1, including

EXHIBIT L

BABCOCK RANCH COMMUNITY INCREMENT 1 – PHASE 1
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Exhibit E of IDO-1 for Phase 1 transportation conditions as shown in Attachment B); and

4. IDO-1 requires Developer to adequately mitigate impacts to regionally significant roadway segments anticipated to occur as a result of development of Phase 1, specifically certain improvements to SR 31, a regionally significant transportation facility maintained by FDOT, as set forth in the IDO-1 and required by Florida Statutes ("F.S."), Chapter 163.3180(12)(a)4.; and
5. Pursuant to 163.3180(12)(a)4., F.S., mitigation of the significant and adverse transportation impacts resulting from Phase 1 of IDO-1, will require Developer "...to enter into a binding and legally enforceable commitment to transfer funds to the governmental entity having maintenance authority or to otherwise assure construction or improvement of the facility"; and
6. The Developer and FDOT have agreed that the Developer's completion of identified improvements, as described in IDO-1 Transportation section 4.A.(1)c., see Attachment B, and FDOT's final acceptance of the completed roadway improvement to SR 31, will satisfy Developer's transportation mitigation obligations for Phase 1. The Developer agrees that these identified improvements shall include all phases of the Roadway Improvements listed below in section B of this Master Agreement, as well as associated improvements required for FDOT's final acceptance (hereinafter, the identified improvements in IDO-1, all phases listed in section B of the Master Agreement, and all associated improvements required for FDOT's final acceptance shall collectively be referred to as the "Roadway Improvements").
7. Sub-agreement(s) under each phase as required, including, but not limited to funding and specific actions with greater details, shall follow and will be executed by the parties.
8. The Developer has agreed to be responsible for all costs of the Roadway Improvements, unless otherwise expressly excluded in this Master Agreement and/or any Sub-Agreement(s). The Developer shall provide documentation of its

EXHIBIT L

BABCOCK RANCH COMMUNITY INCREMENT 1 – PHASE 1
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financial ability to complete all phases of the Roadway Improvements; the documentation required shall be further specified in the Sub-Agreements. Roadway Improvements shall be completed consistent with all requirements necessary for the transportation facility to maintain federal funding eligibility status.

B. ROADWAY IMPROVEMENT PHASES

1. PD&E STUDY PHASE. Developer and FDOT shall enter into Sub-Agreement(s) for this phase of the Roadway Improvements, which will address funding obligations, budget, timing and all other items necessary for the completion of the Project Development and Environment ("PD&E") Study. These Sub-Agreement(s) shall also address in greater details the elements listed below.
 - a. Developer shall provide to FDOT the funds estimated for the PD&E Study in accordance with the Sub-Agreement(s). FDOT will use these funds to obtain a consultant to complete a PD&E Study for the required Roadway Improvements. In the event the bid amount or subsequent costs needed to complete the PD&E Study exceed the estimated cost, Developer shall provide these additional funds to FDOT in accordance with the Sub-Agreement(s).
 - b. Developer shall provide FDOT with existing study materials from its previous PD&E work. FDOT shall coordinate with FHWA for review of the materials and determination of the eligibility of the materials for use in the FDOT PD&E Study. The parties agree that FDOT will use all of Developer's study materials that are accepted by FHWA.
 - c. Depending upon FHWA requirements, the PD&E Study may be expanded to cover additional portions of SR 31 at Developer's expense, subject to limitations to be established in the Sub-Agreement(s).
 - d. Unless otherwise agreed to by the parties, FDOT shall program the PD&E Study into FDOT's 2010/2011 fiscal year.

EXHIBIT L

BABCOCK RANCH COMMUNITY INCREMENT 1 – PHASE 1
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- e. Upon execution of a Sub-Agreement for funding and deposit of required funds from Developer in accordance with that Sub-Agreement, FDOT shall commence the PD&E Study and progress to completion of the PD&E Study in a timely manner.
 - f. Upon closeout of the PD&E consultant contract by FDOT, any unexpended funds provided by the Developer to FDOT, including any accrued interest, shall be returned to Developer.
 2. DESIGN, ENGINEERING AND PERMITTING PHASE. Developer and FDOT shall enter into Sub-Agreement(s) for this phase of the Roadway Improvements, which will address funding obligations, design criteria and standards, permit applicant coordination, permitting and bidding process. These Sub-Agreement(s) shall also address in greater detail the elements listed below.
 - a. Developer, at its expense, shall be responsible for and shall ensure that the design is completed in compliance with FDOT design criteria and standards, requirements identified in the completed PD&E Study, and FDOT review and approval.
 - b. Developer, at its expense, shall be responsible for acquiring all applicable permits from appropriate governmental agencies, in close coordination with FDOT, and FDOT may be a permit applicant.
 - c. Developer shall utilize FDOT pre-qualified engineering firm(s) for the design and permitting work.
 - d. Prior to the construction phase, if there are any joint use ponds, a Drainage Easement Agreement, including the provisions in Attachment C, subject to modifications upon agreement of the parties, shall be executed.
 - e. Unless otherwise agreed to between the parties, FDOT shall program the Design, Engineering and Permitting Phase as an FDOT non-budgeted item, meaning that FDOT is not expending FDOT funds, (hereinafter "FDOT Non-Budgeted") into FDOT's 2012/2013 fiscal year.

EXHIBIT L

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3. RIGHT OF WAY ACQUISITION PHASE. Developer and FDOT shall enter into Sub-Agreement(s) for this phase of the Roadway Improvements, which will address funding obligations and right of way acquisition. These Sub-Agreement(s) shall also address in greater details the elements listed below.
 - a. Developer and FDOT shall work together to identify the necessary right of way based upon the completed PD&E Study, design and engineering.
 - b. To the extent that additional right of way not owned or controlled by Developer is necessary for the Roadway Improvements, FDOT shall be responsible for the acquisition, which shall be in accordance with FDOT and FHWA requirements, and Developer shall be responsible for the acquisition costs.
 - c. Unless otherwise agreed to by the parties, and/or subject to the PD&E Study and the Design, Engineering and Permitting Phases, FDOT shall program the right of way phases into FDOT's 2013/2014 fiscal year.
 - d. Upon execution of a Sub-Agreement for funding and deposit of required funds from Developer, and in accordance with that Sub-Agreement, FDOT shall commence the right of way acquisition process and timely pursue same to completion.
 - e. Upon closeout of the Right of Way acquisition phase by FDOT, any unexpended funds provided by Developer to FDOT, including any accrued interest, shall be returned to Developer.
4. CONSTRUCTION PHASE. Developer and FDOT shall enter into Sub-Agreement(s) for this phase of the Roadway Improvements, which will address funding obligations, construction requirements including bidding process, approved design, FDOT Standards and Specifications, construction engineering and inspection, materials, materials testing and acceptance, maintenance of traffic during construction, FDOT project management and oversight, insurance

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requirements and surety bond requirements. These Sub-Agreements shall also address in greater details the elements listed below.

- a. Developer, at its expense, shall construct and complete the Roadway Improvements in accordance with the approved design, FDOT Standards and Specifications and applicable permits.
 - b. Developer shall be responsible for letting the construction contract. Developer shall use FDOT-prequalified contractors and FDOT-prequalified consultants for consultant engineering and inspection ("CEI"). Developer shall use FDOT's CEI scope of services agreement in its CEI contract letting.
 - c. Unless otherwise agreed to between the parties, FDOT shall program, as FDOT Non-Budgeted, the construction phase no later than FDOT fiscal year 2014/2015.
 - d. Unless otherwise agreed to by parties and subject to satisfactory completion of previous phases, Developer shall commence construction no later than December 31, 2015.
5. TRANSFER OF RIGHT OF WAY AND ROADWAY FACILITIES PHASE. Developer and FDOT shall enter into Sub-Agreement(s) for this phase of the Roadway Improvements, which will address transfer of right of way, title review, subordination of easements or encumbrances. These Sub-Agreement(s) shall also address in greater details the elements listed below.
- a. After completion of construction and acceptance by FDOT and permitting agencies, Developer shall transfer the necessary property ownership identified for the transportation facility, with the necessary ownership rights (fee simple or otherwise), to FDOT.
 - b. In the event the Developer begins physical construction and fails to complete its obligations under this Master Agreement and/or any Sub-Agreements, FDOT shall retain fee simple title to the property acquired

EXHIBIT L

BABCOCK RANCH COMMUNITY INCREMENT 1 – PHASE 1
MASTER ROADWAY IMPROVEMENT AGREEMENT
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under eminent domain. Any other interest owned by the Developer and needed for the transportation facility may be utilized by FDOT at its option under a separate agreement with the Developer.

6. MAINTENANCE PHASE. Developer and FDOT shall enter into Sub-Agreement(s) for this phase of the Roadway Improvements, which will address Developer's obligations for any non-standard enhancements and non-standard landscaping. These Sub-Agreement(s) shall also address in greater details the elements listed below.
 - a. The parties shall execute a Sub-Agreement maintenance agreement for any non-standard landscaping or other enhancements.
 - b. After completion of section 5.a above, and subject to exceptions in any related landscape maintenance agreements and/or permits, FDOT, at its expense, shall be responsible for maintenance of the Roadway Improvements, except as listed in subsection c below.
 - c. After completion of section 5.a above, Developer, at its expense, shall be responsible for and ensure maintenance of any non-standard enhancements and/or landscaping listed in Sub-Agreement(s) and Developer's obligations under any Drainage Easement Agreement.

C. GENERAL TERMS

1. COOPERATION. The parties shall cooperate with each other to implement provisions of this Master Agreement and/or any Sub-Agreements.
2. REVIEW OF DOCUMENTS AND MATERIALS. Both parties shall review documents and materials submitted by the other and shall respond in a timely manner.
3. FDOT APPROVALS. In the event approvals are necessary, FDOT shall not unreasonably withhold any approvals.

EXHIBIT L

BABCOCK RANCH COMMUNITY INCREMENT 1 – PHASE 1
MASTER ROADWAY IMPROVEMENT AGREEMENT
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4. DURATION OF MASTER AGREEMENT. This Master Agreement shall be effective upon execution by all parties and shall continue in force until satisfaction of B.5.a above, or termination by the FDOT under subsection 6 below.
5. AMENDMENT OF MASTER AGREEMENT. This Master Agreement and any Sub-Agreement(s) may only be amended in writing by mutual consent of the parties.
6. TERMINATION. Failure of Developer to deposit the funds required for any phases of the Road Improvements within specified time frames in Sub-Agreement(s) shall be grounds for termination of this Master Agreement at FDOT's discretion.
7. LEGAL OR PROCEDURAL REQUIREMENTS. The terms of this Master Agreement and/or any Sub-Agreements may not supersede the legal or procedural requirements of Florida law.
8. SPECIFICITY. The failure of this Master Agreement and/or Sub-Agreement(s) to address a particular permit, condition, term or restriction does not relieve Developer of the necessity of complying with the law governing those permitting requirements, conditions, terms or restrictions or complying with FDOT's established procedure for obtaining a permit.
9. TRANSFER AND/OR ASSIGNMENT OF OBLIGATION(S) TO ANOTHER ENTITY. No transfer and/or assignment in whole or in part of any obligation(s) under this Master Agreement and/or any Sub-Agreement(s) shall be valid until the following requirements have been complied with:
 - a. Developer shall provide timely written notice to FDOT of any proposed transfer and/or assignment of any obligations under this Master Agreement and/or any Sub-Agreement(s) to another entity ("Entity").
 - b. Developer shall provide to FDOT documentation showing the Entity has the legal capacity, financial ability and has consented in writing to

EXHIBIT L

BABCOCK RANCH COMMUNITY INCREMENT 1 – PHASE 1
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undertake the obligation(s). An authorized representative of the Entity must provide written consent to undertake the obligation(s).

- c. FDOT has provided written consent to the transfer and/or assignment upon verification of the Entity's legal capacity and financial ability and written consent to undertake the obligation(s). Upon verification of these items by FDOT, such written consent will not be unreasonably withheld.
10. DEVELOPER'S OBLIGATIONS. Any transfer and/or assignment(s) shall not relieve Developer of its obligations under this Master Agreement and/or Sub-agreement(s), unless specifically agreed by the parties in writing.
 11. ALTERNATIVE DISPUTE RESOLUTION. If a dispute arises over this Master Agreement or its implementation that cannot be resolved by a meeting or meetings of representatives of Developer and FDOT, then prior to either party seeking legal or administrative remedies, the parties will mediate the impasse under the statutes and rules governing mediation in the State of Florida. If the parties cannot agree on a mediator within five (5) business days of a written request for mediation by either party, then the parties shall seek the assistance of the Florida Conflict Resolution Consortium (the "FCRC") located at Florida State University in selecting a mediator by mutually requesting that FCRC provide a list of potential mediators. Any mediator selected, or sought to be appointed as provided below, must be a mediator certified by the Supreme Court of the State of Florida to mediate civil cases, unless otherwise agreed to by the parties, and must have substantial experience in transportation matters. If the parties cannot agree on a mediator within five (5) business days following receipt of the list from FCRC, they will then request that FCRC select a mediator and the parties agree to accept the mediator as selected by FCRC. The Developer shall be responsible for the costs of a mediator and the fees and expenses of the mediation. Any mediation will be conducted as expeditiously as possible and the parties agree to use all reasonable efforts to facilitate an expeditious mediation. In the event that the parties do not resolve the particular dispute or impasse after employing the mediation procedures set forth in this provision, the parties may then avail

EXHIBIT L

BABCOCK RANCH COMMUNITY INCREMENT 1 – PHASE 1
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themselves of any legal or administrative remedies available to them at law or in equity in the courts in the State of Florida.

12. VENUE AND INTERPRETATION. The parties agree that suits or actions at law arising from the provisions, performance, or breach of this Master Agreement and/or Sub-Agreements (after the completion of the alternative dispute resolution process above) shall be brought in Charlotte County, Florida, and no other jurisdiction. This Master Agreement and/or any Sub-Agreements shall be construed and interpreted under the laws of the State of Florida.
13. COMPLETE AGREEMENT. This Master Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Master Agreement that are not contained in or incorporated into this Master Agreement. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior written or oral representations or agreements.
14. APPLICABLE LAWS AND REGULATIONS. If any provisions of this Master Agreement are contrary to, prohibited by, or deemed invalid under any applicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid. The remainder of this Master Agreement shall not be invalidated thereby and shall be given full force and effect so long as the remaining provisions can carry out the purpose of this Master Agreement.
15. CONSTRUCTION. This Master Agreement shall not be construed more strictly against any party.
16. RIGHTS OF ENFORCEMENT. The parties shall have all rights available by law to enforce this Master Agreement.
17. OPPORTUNITY TO CURE. No party shall be considered in default for failure to perform the terms and conditions hereof unless said party shall have first

EXHIBIT L

BABCOCK RANCH COMMUNITY INCREMENT 1 – PHASE 1
MASTER ROADWAY IMPROVEMENT AGREEMENT
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received written notice specifying the nature of such failure and said party fails to cure same within ten (10) business days of receipt of such written notice or, if such failure cannot be cured within ten (10) business days, said party fails to commence curing same within ten (10) business days of receipt of such written notice.

18. **DISCLAIMER OF JOINT VENTURE.** It is understood by the parties that nothing contained in this Master Agreement shall be construed to constitute any party as the partner, agent, joint venturer, employee, consultant, or legal representative of the other, or to create any fiduciary relationship between them. No party shall have the authority to bind the other party to any obligation whatsoever to any third party without the express specific written consent of the other.

19. **NOTICE.** Any notice required or permitted hereunder shall be delivered by hand delivery, express courier, telecopy or certified mail, return receipt requested, shall be effective upon receipt, and shall be delivered to each of the parties at the following addresses or at such other addresses as specified by written notice in compliance with the terms of this paragraph:

As to FDOT: Florida Department of Transportation District One,
Director of Southwest Areas Office
2295 Victoria Ave., Suite 292 W
Ft. Myers, FL 33901

with a copy to: Florida Department of Transportation District One, District
Secretary
801 N. Broadway Ave.
Bartow, FL 33830

As to Developer: Babcock Property Holdings, LLC
ATTN: Mr. Tom Danahy, President
17837 Murdock Circle
Port Charlotte, Florida 33948

with a copy to: Babcock Property Holdings, LLC
ATTN: Mr. Syd Kitson, CEO
4500 PGA Boulevard, Suite 400
Palm Beach Gardens, Florida 33418

EXHIBIT L

BABCOCK RANCH COMMUNITY INCREMENT 1 – PHASE 1
MASTER ROADWAY IMPROVEMENT AGREEMENT
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D. ATTACHMENTS

1. All Exhibits and Attachments referenced and/or attached to this Master Agreement are incorporated into and made part of this Master Agreement.

ATTACHMENTS

Attachment A: Increment 1 Legal Description..... 1, 15
Attachment B: Increment 1- Phase 1 Transportation Conditions and Related Attachment 2, 16
Attachment C: Drainage Easement Agreement Provisions for Any Joint Use Ponds 4, 17

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EXHIBIT L

BABCOCK RANCH COMMUNITY INCREMENT 1 - PHASE 1
MASTER ROADWAY IMPROVEMENT AGREEMENT
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FLORIDA DEPARTMENT OF TRANSPORTATION

SIGNED AND ACKNOWLEDGED IN THE
PRESENCE OF:

WITNESS #1
Nancy J. Gleya 2/18/10
SIGN HERE DATE

WITNESS #2
Marlene A. Bridgford 2/18/10
SIGN HERE DATE

FDOT DEPARTMENTS REVIEWED & APPROVED BY:

Marlon J. Bizerra 02/19/10 PD&E: MARLON BIZERRA DATE
Bernie Masung 2-17-10 DESIGN: BERNIE MASUNG DATE
Tom Small 2-17-10 RIGHT OF WAY: TOM SMALL DATE
Jon Sands 02/18/10 CONSTRUCTION: JON SANDS DATE
Sharon Harris 2/17/10 MAINTENANCE: SHARON HARRIS DATE

FLORIDA DEPARTMENT OF
TRANSPORTATION, AN AGENCY
OF THE STATE OF FLORIDA

BY Stanley M. Cann
FOR STANLEY M. CANN,
DISTRICT SECRETARY,
FLORIDA DEPARTMENT OF
TRANSPORTATION,
DISTRICT ONE

2/18/10
DATE

FDOT LEGAL REVIEW:

Anjaal Givwarr 02/18/10
DATE

STATE OF FLORIDA)
COUNTY OF Polk) ss.

The foregoing instrument was acknowledged before me this 18th day of February, 2010 by Edward Gonzalez, as Director of operations of Florida Dept. of Transportation. The above-named person is personally known to me or has produced _____ as identification.

(Notary Seal)

Geraldine McCants
Signature of Notary Public
Geraldine McCants
Print Name
My commission expires on 5/3/2011

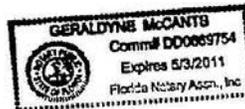


EXHIBIT L

BABCOCK RANCH COMMUNITY INCREMENT 1 – PHASE 1
MASTER ROADWAY IMPROVEMENT AGREEMENT: ATTACHMENT A
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ATTACHMENT A
Increment 1 Legal Description

(After Attachment C)

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BABCOCK RANCH COMMUNITY INCREMENT 1 – PHASE 1
MASTER ROADWAY IMPROVEMENT AGREEMENT: ATTACHMENT B
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ATTACHMENT B

Increment 1- Phase 1 Transportation Conditions and Related Attachments

(After Attachment C)

EXHIBIT L

BABCOCK RANCH COMMUNITY INCREMENT 1 – PHASE 1
MASTER ROADWAY IMPROVEMENT AGREEMENT: ATTACHMENT C
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Attachment C

Drainage Easement Agreement Provisions for Any Joint Use Ponds

1. Grant of Easements. The Drainage Easement, the Emergency Maintenance and Repair Easement and the Access Easement are collectively referred to as the "Easements" and are described with more particularity below. Each Party shall cooperate with each other to effectuate the purpose of this Easement Agreement for all Easements. The Easements are expressly made subject to all of the terms and conditions contained in this Easement Agreement.
2. Drainage Easement. DEVELOPER hereby grants to FDOT a non-exclusive, perpetual drainage easement ("the Drainage Easement") over, across, through and under the Storm Water Management System (SWMS), as set forth in EXHIBIT____, for the limited purpose of accepting stormwater discharge solely from the Roadway Improvements in accordance with all SFWMD permit and/or other government agency requirements and based upon the FDOT Stormwater Volume and TMDL Volume, as set forth in EXHIBIT____(in the Drainage Easement Agreement).
3. Emergency Maintenance and Repair Easement. DEVELOPER hereby grants to FDOT a non-exclusive, perpetual emergency maintenance and repair easement (the "Emergency Maintenance and Repair Easement") over, across, through, and under the SWMS as shown in EXHIBIT____, solely for the maintenance and/or repair of the SWMS in the event of an actual or imminent threat to FDOT's right of way and/or use of roadway.
4. Access Easement. DEVELOPER hereby grants to FDOT a non-exclusive, perpetual easement (the "Access Easement") over the SWMS and any and all tracts or easements dedicated (or to be dedicated during development) to governmental entities/agencies for access, drainage and/or drainage maintenance and/or flowage in any Subdivision plats that are recorded in Plat Book____, Page(s)____ of the public records of____ County, Florida, solely for access to the SWMS to effectuate the purposes of the Emergency Maintenance and Repair Easement
5. Reservation by DEVELOPER. DEVELOPER shall have and retain all rights to use, construct, operate and maintain the SWMS, and/or the Access Easement areas for DEVELOPER's purposes provided it is not inconsistent with the government required permit(s) and/or modifications thereto and/or regulation(s), and the Easements granted herein. DEVELOPER retains the right to modify and relocate, at DEVELOPER's expense, the Easements and the surface water management system located therein, to an alternative location and shall ensure the following requirements are satisfied during and after any modification and/or relocation:
 - a. Consistent with the government required permit(s) and/or modifications thereto; and
 - b. Any permit application and any permit(s) issued includes FDOT's required Stormwater Volume and TMDL Volume; and
 - c. There is not an adverse impact upon the flow of FDOT stormwater discharge from the Roadway Improvements; and

EXHIBIT L

BABCOCK RANCH COMMUNITY INCREMENT 1 – PHASE 1
MASTER ROADWAY IMPROVEMENT AGREEMENT: ATTACHMENT C
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- d. The capacity of the SWMS to receive stormwater discharge from the Roadway Improvements is not diminished below the FDOT Stormwater Volume and TMDL Volume; and
 - e. Sufficient access is provided to FDOT to conduct any emergency maintenance and repairs to the Easements. DEVELOPER shall ensure that upon completion of any modification of the Easements, the SWMS meets all FDOT construction requirements and/or standards; and
 - f. The completed surface water management system has inflow, outfall and control structures that meet requirements of FDOT's construction standards; and
 - g. FDOT shall execute all documents necessary to effectuate said modification and/or relocation, including any necessary modification to this Agreement.
6. Letter of Authority. Simultaneous with the execution of this Easement Agreement, DEVELOPER has executed a "letter of authority", as set forth in EXHIBIT _____ to allow FDOT to apply for permits or permit modifications to SFWMD and other governmental agencies in connection with the SWMS. However, it is understood and agreed that this letter of authority may only be used by FDOT upon the following conditions: (1) such permits or permit modifications sought by FDOT must be consistent with the terms of this Easement Agreement; (2) the letter of authority shall only be used by FDOT to seek permits or permit modifications if required to effectuate future changes to the SWMS to comply with SFWMD or other governmental requirements; and (3) FDOT shall provide DEVELOPER notice of its use of the letter of authority by copying DEVELOPER on all applications made by FDOT to SFWMD or other governmental agencies where it is using the letter of authority as part of the permit application. In addition, both DEVELOPER and FDOT shall cooperate with one another in connection with obtaining SFWMD and other governmental permits as may be necessary for the construction, operation, maintenance or modification of the SWMS so long as the same are consistent with the terms hereof, including, without limitation, the execution of appropriate SFWMD applications and replacement or new letters of authority, if required.
7. FDOT's Acceptance. FDOT accepts these Easements subject to all covenants, restrictions, limitations and easements of record, and subject to the terms and conditions contained herein.
8. No Third Party Easements. FDOT shall not grant any easement rights arising out of the Easements or this Easement Agreement to any third party and no third party shall be the beneficiary of this Easement Agreement and the Easements contained herein, either directly or indirectly.
9. Easements Compliance and Responsibility.
- a. Neither Party shall take any action(s) to delay implementation of the purposes of the Easement(s). All obligations in this Easement Agreement are subject to and contingent upon the occurrence of events beyond DEVELOPER's or FDOT's reasonable control, acts of God and force majeure.
 - b. Neither Party shall take any action or engage in any conduct, including the modification to or adjustment of the SWMS that adversely affects or will adversely affect the SWMS and/or adversely impact upon the flow of stormwater discharge from the Roadway Improvements and/or adversely affect the terms and conditions of this Easement Agreement and any relevant permits and/or

EXHIBIT L

BABCOCK RANCH COMMUNITY INCREMENT 1 – PHASE 1
MASTER ROADWAY IMPROVEMENT AGREEMENT: ATTACHMENT C
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government requirements affecting FDOT's rights hereunder.

- c. DEVELOPER shall provide notice to FDOT of any material physical alteration, expansion, improvement, and/or platting of the SWMS or its property which would effect FDOT's access to the SWMS, at least thirty (30) days prior to same. Upon any modification of the SWMS configuration that changes any Easement area and/or location of control structures, DEVELOPER shall immediately notify FDOT and provide a set of complete as-built plans to FDOT's Fort Myers Operations Center, modify the legal description and map of the respective Easements, and promptly file with the Clerk of the Court any modification(s) of any legal description and map.

10. Permit Compliance

- a. Each Party shall take all reasonable precautions on their respective property to prevent violations of state water quality standards established by SFWMD permit #_____ and any modifications thereto and/or any other government agency requirements affecting FDOT's rights hereunder. FDOT shall not be responsible for the actions of Third Party Easement Holders as defined herein. Third Party Easement Holders are defined as holders of an easement over the SWMS who are not a government entity (or authorized users of their easements under applicable law) as defined in Fla. Stat. §768.28.
- b. DEVELOPER, at its expense, shall be responsible for the perpetual operation, maintenance and repair of the SWMS pursuant to SFWMD permit #_____ and any modifications thereto and/or other governmental requirements and/or modifications thereto affecting FDOT's rights hereunder. Except as provided herein, at no time shall FDOT be responsible for any costs incurred by DEVELOPER in maintaining the SWMS. Should DEVELOPER subsequently seek its own SFWMD permit over any part of the SWMS, DEVELOPER shall be obligated to include FDOT's stormwater volume requirements, as well as DEVELOPER's requirements, in any permit application and ensure that the permit issued includes FDOT's requirements.
- c. Non-compliance Process. If either Party receives any notice of non-compliance of SFWMD permit #_____ and/or any modifications thereto and/or other governmental requirements affecting FDOT's rights hereunder, said Party shall notify and cooperate with the other Party if it intends to seek reimbursement from said Party, as set forth below:
 - i. Notice. The Party intending to seek reimbursement (the "Notifying Party") shall notify the other Party (the "Responding Party") of any receipt of notice of non-compliance within thirty (30) days of such receipt. The Responding Party has an obligation to respond to the Notifying Party within thirty (30) days of receiving such notice from the Notifying Party.
 - ii. Field Review. The Parties shall cooperate with each other in setting a meeting and field review of the SWMS for verification and documentation.
 - iii. Responsible Party Determination. The Parties shall cooperate with each other to determine who is responsible for causing the non-compliance ("Responsible Party"). The Responsible Party shall take action at its expense to restore permit compliance.

EXHIBIT L

BABCOCK RANCH COMMUNITY INCREMENT 1 – PHASE 1
MASTER ROADWAY IMPROVEMENT AGREEMENT: ATTACHMENT C
Page 20 of 23

- iv. If the Parties cannot agree on who is the Responsible Party, the DEVELOPER shall take action at its expense to restore permit compliance and reserves the right to seek appropriate legal remedies.
11. Emergency Maintenance & Repair Process. If any event occurs which presents an actual or imminent threat to FDOT's right of way and/or use of roadway:
- a. Notice. Notify the DEVELOPER's contact person, ____, of DEVELOPER, __FL ____, phone (____)____, of FDOT's intent to conduct emergency maintenance and repair on the SWMS.
 - b. Alleviate immediate danger. FDOT shall take necessary emergency maintenance and repair action to alleviate any immediate danger to the roadway and/or FDOT's right of way.
 - c. Post-Emergency Maintenance. The Parties shall follow the Field Review and Responsible Party Determination steps above for any post-emergency maintenance and responsibility for cost incurred in alleviating the immediate danger, which shall be paid promptly to the FDOT upon presentation of invoice and supporting documentation if DEVELOPER was responsible for the cause of the event.
12. FDOT shall be responsible, at FDOT's expense, for the perpetual maintenance and repair of drainage facilities located on FDOT's right of way.
13. Fla. Stat. §339.135(6)(a): The Department during any fiscal year shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year.
14. DEVELOPER is or becomes subject to Fla. Stat. §768.28.
15. At anytime DEVELOPER is or becomes an entity, or conveys the property subject to this Easement Agreement to an entity that is subject to the limitations set forth in Fla. Stat. §768.28 (including a Community Development District, "CDD", as provided in Fla. Stat. §190.043), it shall, to the extent permitted by Fla. Stat. §768.28, be responsible only for the negligent acts, events, or omissions of its own respective officers and/or employees and/or agents and/or its successors and/or assigns, arising from or resulting in damages and/or injuries. This provision supersedes any other contract provision addressing the DEVELOPER's liability, and nothing in this Agreement shall be construed to be a waiver of rights or protection afforded from Fla. Stat. §768.28, or other applicable law.
16. Pollutants And Contaminants
- a. The Parties acknowledge that the Florida Department of Environmental Protection has authority to enforce federal and state laws with respect to contaminants and/or pollutants (as defined in applicable Florida Statutes) of

EXHIBIT L

BABCOCK RANCH COMMUNITY INCREMENT 1 – PHASE 1
MASTER ROADWAY IMPROVEMENT AGREEMENT: ATTACHMENT C
Page 21 of 23

surface and ground waters.

- b. FDOT, to the extent permitted by law to include, Fla. Stat. § 768.28, is responsible for the negligent acts, events, or omissions of action of its officers, or employees arising from or resulting in any contaminants and/or pollutants entering the SWMS.
 - c. FDOT is not responsible for the negligent acts, events or omissions of the DEVELOPER and/or DEVELOPER's officers and/or employees and/or Third Party Easement Holders arising from or resulting in any contaminants and/or pollutants entering the SWMS.
 - d. DEVELOPER is responsible for the negligent acts, events, or omissions of action of its own officers and/or employees and/or Third Party Easement Holders arising from or resulting in any contaminants and/or pollutants entering the SWMS.
 - e. DEVELOPER is not responsible for the negligent acts, events or omissions of the FDOT and/or FDOT's officers and/or employees and/or its successors and assigns and/or third parties (other than Third Party Easement Holders) arising from or resulting in any contaminant and/or pollutants entering the SWMS.
 - f. Nothing herein shall be construed to waive any rights, in law or equity, that DEVELOPER or FDOT may have against third parties.
 - g. This Agreement, including this paragraph, does not alter the Parties' legal rights, duties and obligations related to intentional torts or strict liability. Further, nothing herein shall be construed to waive any rights, in law or equity, that DEVELOPER or FDOT may have against third parties.
17. General Liability And Insurance
- a. FDOT, to the extent permitted by law to include Fla. Stat. §768.28, is responsible for the negligent acts, events, or omissions of action of its officers and/or employees, arising from or resulting in damages and/or injuries in its exercise of any Easement rights granted herein.
 - b. DEVELOPER is responsible for the negligent acts, events, or omissions of action of its officers and/or employees and/or other Third Party Easement Holders arising from or resulting in any damages and/or injuries within the SWMS.
 - c. Neither Party shall be responsible for the negligent acts, events or omissions of third parties. Nothing herein shall be construed to waive any rights, in law or equity, that DEVELOPER or FDOT may have against third parties.
 - d. DEVELOPER, at its expense, shall ensure there is sufficient insurance for the SWMS at all times to cover injury to person and/or damage to property and DEVELOPER shall obtain, maintain and pay the premiums for liability insurance for the SWMS consistent with state and local insurance laws. This paragraph shall be consistent with Fla. Stat. §768.28 if DEVELOPER is an entity subject to said statute.
18. Assignment
- a. The DEVELOPER may assign or transfer all obligations, requirements and conditions the DEVELOPER has agreed to undertake in this Easement Agreement according to the conditions listed below. Failure to comply with the

EXHIBIT L

BABCOCK RANCH COMMUNITY INCREMENT 1 – PHASE 1
MASTER ROADWAY IMPROVEMENT AGREEMENT: ATTACHMENT C
Page 22 of 23

requirements shall automatically render any assignment or transfer null and void without any legal action. The conditions are:

- i. The assignment or transfer of this Easement Agreement shall be in connection with the conveyance of the property burdened by the Easements in this Easement Agreement and both the conveyance of the burdened property and the assignment or transfer of this Easement Agreement must occur at the same time and to the same entity or person.
 - ii. All permits issued for the SWMS, including without limitation, SFWMD permits, that are within the authority and control of the DEVELOPER, must be assigned or transferred to the same entity or person referenced in paragraph 12.a.i. above and in accordance with all laws, rules, or regulations, applicable to said permit transfer, including those applicable to transfer or assignment to a Homeowners' Association ("HOA") if the entity is an HOA.
 - iii. The new assignee or transferee must have legal authority to accept and carry out all obligations, requirements and conditions required of the DEVELOPER in this Easement Agreement.
 - iv. The new assignee or transferee agrees in writing to the acceptance of all obligations, requirements and conditions of this Easement Agreement.
 - v. The assignment or transfer is properly recorded within thirty (30) business days of the assignment or transfer by DEVELOPER.
19. FDOT may assign or transfer all obligations, requirements and conditions herein only to a successor governmental agency or political subdivision of the State of Florida and consistent with all SFWMD permit transfer requirements.
 20. Entire Easement Agreement, Runs With the Land, and Amendment. This Easement Agreement contains the entire understanding and agreement between the Parties with respect to the subject matter herein and shall become effective upon execution by both parties, and shall run with the land, regardless of whether the same is specifically mentioned in any subsequent deed or conveyance of all or a part of the SWMS or Access Easement, and shall be binding on all persons subsequently acquiring all or a part of the SWMS or Access Easement, including any HOA or CDD having or obtaining an interest in either the SWMS or Access Easement. This Easement Agreement may be amended or modified only by an instrument signed by FDOT and all owners and first mortgagees of the SWMS and/or the Access Easement area, as applicable. No amendment shall become effective prior to a duly executed and acknowledged copy being recorded in the Public Records of Lee County, Florida.
 21. Severability. If any part of this Easement Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Easement Agreement shall remain in full force and effect provided the part of this Easement Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Easement Agreement.
 22. Law and Venue. This Easement Agreement shall be construed under and in accordance with the laws of the State of Florida, and all actions brought hereunder, whether at law or in equity, shall be brought in the Circuit Court in and for Lee County, Florida.

EXHIBIT L

BABCOCK RANCH COMMUNITY INCREMENT 1 – PHASE 1
MASTER ROADWAY IMPROVEMENT AGREEMENT: ATTACHMENT C
Page 23 of 23

- 23. Disclaimer of Waiver. No failure or a succession of failures on the part of the DEVELOPER or the FDOT to enforce any provision of this Easement Agreement shall operate as a waiver or discharge thereof, render the same provision inoperative, or impair the right of the DEVELOPER or the FDOT to enforce the same provision.
- 24. Disclaimer of Joint Venture. It is understood by the Parties that nothing contained in this Easement Agreement shall be construed to constitute any Party as the partner, agent, joint venturer, employee, consultant, or legal representative of the other, or to create any fiduciary relationship between them. No Party shall have the authority to bind the other Party to any obligation whatsoever to any third party without the express specific written consent of the other.
- 25. Contract Interpretation. This Easement Agreement was created by both DEVELOPER and FDOT, each of whom were represented by legal counsel, reviewed and agreed to by both Parties and their legal counsels. Therefore, this Easement Agreement shall not be construed more favorably against either Party.
- 26. Notice. Any notice to be given or to be served upon any Party hereof in connection with this Easement Agreement must be in writing and may be given by certified or registered mail and shall be deemed to have been given and received three business days after the date when a certified or registered letter containing such notice, properly addressed, with postage prepaid is deposited in the United States mails. If notice is given otherwise than by certified or registered mail, it shall be deemed to have been given when delivered to and received by the Party to whom it is addressed. Such notices shall be given to the Parties at the following address:

| | |
|---------------------|----------------|
| TO DEVELOPER | TO FDOT |
| DEVELOPER | FDOT |
| Address | Address |
| Phone # | Phone # |
| Email | Email |

- a. Any Party may change the address to which its notices are sent by giving the other Party five (5) days prior written notice of any such change in the manner provided in this section, but notice of change of address is effective only upon receipt.
- b. The failure by any Party to deliver a courtesy copy as referenced above shall not constitute a default under the terms of this Easement Agreement nor shall it create a defect in any notice which is otherwise given.
- c. Copies of all notices shall, to the extent practical, be sent by email, telefacsimile as well, but a failure to send such a telefacsimile copy shall not constitute a default under the terms of this Easement Agreement nor shall it create a defect in any notice which is otherwise properly given. Furthermore, it is expressly agreed that legal counsel for either Party may send notice on behalf of its client to legal counsel for the other Party, with a copy to both DEVELOPER and FDOT, and that the same shall constitute proper notice hereunder.

EXHIBIT L

ATTACHMENT "A"
[LEGAL DESCRIPTIONS]

1. **Exhibit A-1, Sketch and Description for Increment 1 – North Parcel [Babcock Ranch Community] (2 pages).**
2. **Exhibit A-2, Description and Sketch to Accompany Description for Increment 1 South Area Babcock Ranch Community (4 pages).**
3. **Exhibit A-3, Utility Easement Babcock Ranch Community.**

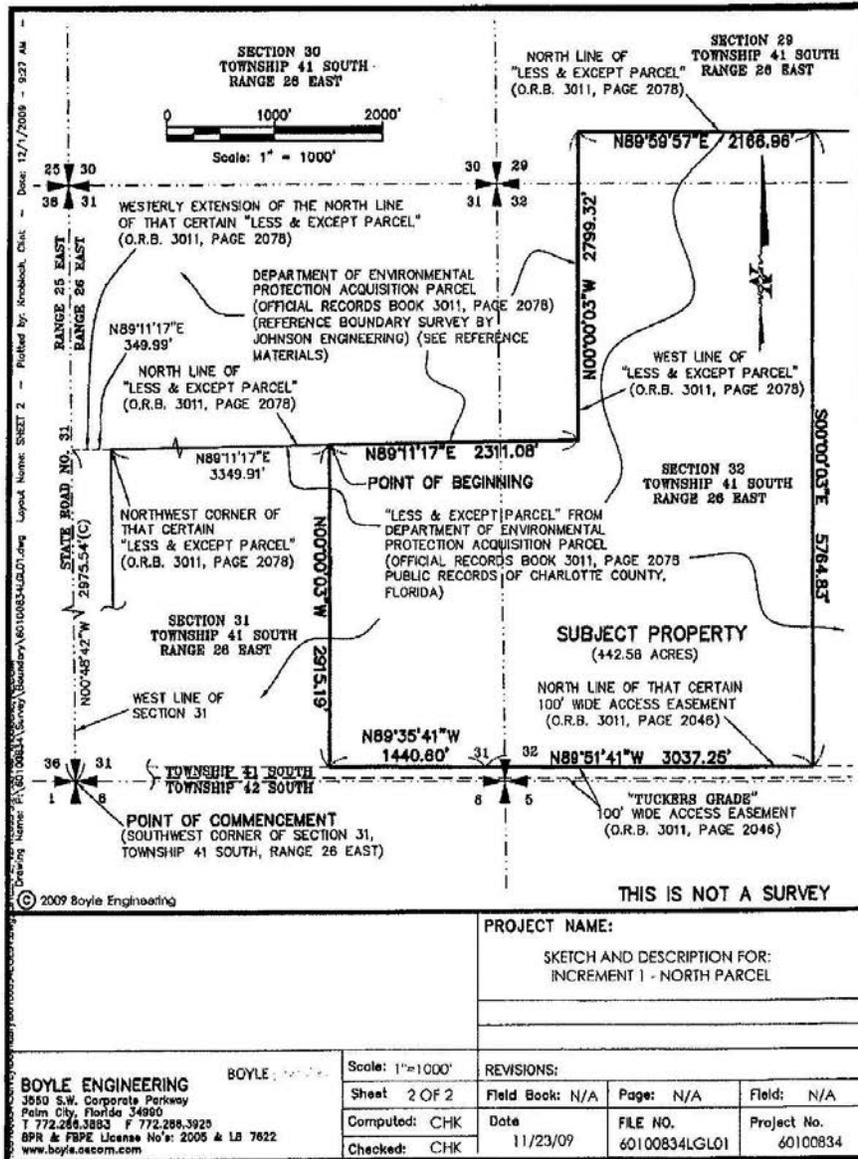
EXHIBIT L

EXHIBIT A-1, Page 1 of 2

| | | | | | | | | | | | | | | | | | |
|---|---|------------------------|----------------------|--|--|--------------|-----------------|-----------|------------|---------------|----------------|------------------------|----------------------|--------------|--|--|--|
| Date: 12/1/2009 Plotfile By: Knobloch, Clint Layout Name: SHEET 1 Drawing Name: F:\167100834\Survey\Boundary\60100834.LGL.dwg | <p>LEGAL DESCRIPTION:</p> <p>BEING A PARCEL OF LAND LYING OVER A PORTION OF SECTIONS 29, 31, AND 32, TOWNSHIP 41 SOUTH, RANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31; PROCEED NORTH 00°48'42" WEST, ALONG THE WEST LINE OF SAID SECTION 31, A DISTANCE OF 2975.54 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE NORTH LINE OF THAT CERTAIN "LESS & EXCEPT PARCEL" AS DESCRIBED IN OFFICIAL RECORDS BOOK 3011, PAGE 2078, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA; THENCE NORTH 89°11'17" EAST, DEPARTING SAID WEST LINE, AND ALONG SAID WESTERLY EXTENSION, A DISTANCE OF 349.99 FEET TO THE NORTHWEST CORNER OF SAID "LESS & EXCEPT PARCEL"; THENCE CONTINUE NORTH 89°11'17" EAST, ALONG THE NORTH LINE OF SAID "LESS & EXCEPT PARCEL", A DISTANCE OF 3,349.91 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°11'17" EAST, ALONG THE NORTH LINE OF SAID "LESS & EXCEPT PARCEL", A DISTANCE OF 2,311.08 FEET TO A POINT ON THE WEST LINE OF SAID "LESS & EXCEPT PARCEL"; THENCE NORTH 00°00'03" WEST, DEPARTING SAID NORTH LINE, AND ALONG SAID WEST LINE, A DISTANCE OF 2,799.32 FEET TO A POINT ON THE NORTH LINE OF SAID "LESS & EXCEPT PARCEL"; THENCE NORTH 89°59'57" EAST, DEPARTING SAID WEST LINE, AND ALONG SAID NORTH LINE, A DISTANCE OF 2,166.98 FEET; THENCE SOUTH 00°00'03" EAST, DEPARTING SAID NORTH LINE, A DISTANCE OF 5,764.83 FEET TO A POINT ON THE NORTH LINE OF THAT CERTAIN 100-FOOT WIDE ACCESS EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 3011, PAGE 2046, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA; THENCE NORTH 89°51'41" WEST, ALONG SAID NORTH EASEMENT LINE, A DISTANCE OF 3,037.25 FEET; THENCE NORTH 89°35'41" WEST, CONTINUING ALONG SAID NORTH EASEMENT LINE, A DISTANCE OF 1,440.60 FEET; THENCE NORTH 00°00'03" WEST, DEPARTING SAID NORTH EASEMENT LINE, A DISTANCE OF 2,915.19 FEET TO THE POINT OF BEGINNING.</p> <p>SAID PARCEL CONTAINING 442.56 ACRES, MORE OR LESS.</p> <p>SURVEYOR'S NOTES:</p> <p>THE BEARINGS AND DISTANCES SHOWN ON THIS SKETCH AND DESCRIPTION ARE "GRID" AND BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION, FLORIDA WEST ZONE, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT.</p> <p>BEARING BASE:</p> <p>THE WEST LINE OF SECTION 31, TOWNSHIP 41 SOUTH, RANGE 26 EAST, IS TAKEN TO BEAR NORTH 00°48'42" WEST, AND ALL OTHER BEARINGS SHOWN HEREON, ARE RELATIVE THERETO.</p> <p>LEGEND:</p> <p>O.R.B. = OFFICIAL RECORDS BOOK</p> <p>⊕ = SECTION CORNER</p> <p>© 2009 Boyle Engineering THIS IS NOT A SURVEY</p> | | | | | | | | | | | | | | | | |
| <p>SURVEYOR AND MAPPER'S SIGNATURE</p> <p>1. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.</p> <p>2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.</p> <p><i>CLINTON H. KNOBLOCH</i></p> <p>CLINTON H. KNOBLOCH, PROFESSIONAL SURVEYOR & MAPPER STATE OF FLORIDA NO. 5653</p> | <p>PROJECT NAME:</p> <p>SKETCH AND DESCRIPTION FOR: INCREMENT I - NORTH PARCEL</p> | | | | | | | | | | | | | | | | |
| <p>BOYLE ENGINEERING</p> <p>3550 S.W. Corporate Parkway Palm City, Florida 34880 T 772.286.3883 F 772.286.3825 BPR & FBPE License No's: 2005 & LB 7822 www.boyle-aec.com</p> | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Scale: N/A</td> <td colspan="3">REVISIONS:</td> </tr> <tr> <td>Sheet 1 OF 2</td> <td>Field Book: N/A</td> <td>Page: N/A</td> <td>Field: N/A</td> </tr> <tr> <td>Computed: CHK</td> <td>Date: 11/23/09</td> <td>FILE NO. 60100834LGL01</td> <td>Project No. 60100834</td> </tr> <tr> <td>Checked: CHK</td> <td></td> <td></td> <td></td> </tr> </table> | Scale: N/A | REVISIONS: | | | Sheet 1 OF 2 | Field Book: N/A | Page: N/A | Field: N/A | Computed: CHK | Date: 11/23/09 | FILE NO. 60100834LGL01 | Project No. 60100834 | Checked: CHK | | | |
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EXHIBIT L

EXHIBIT A-1, Page 2 of 2



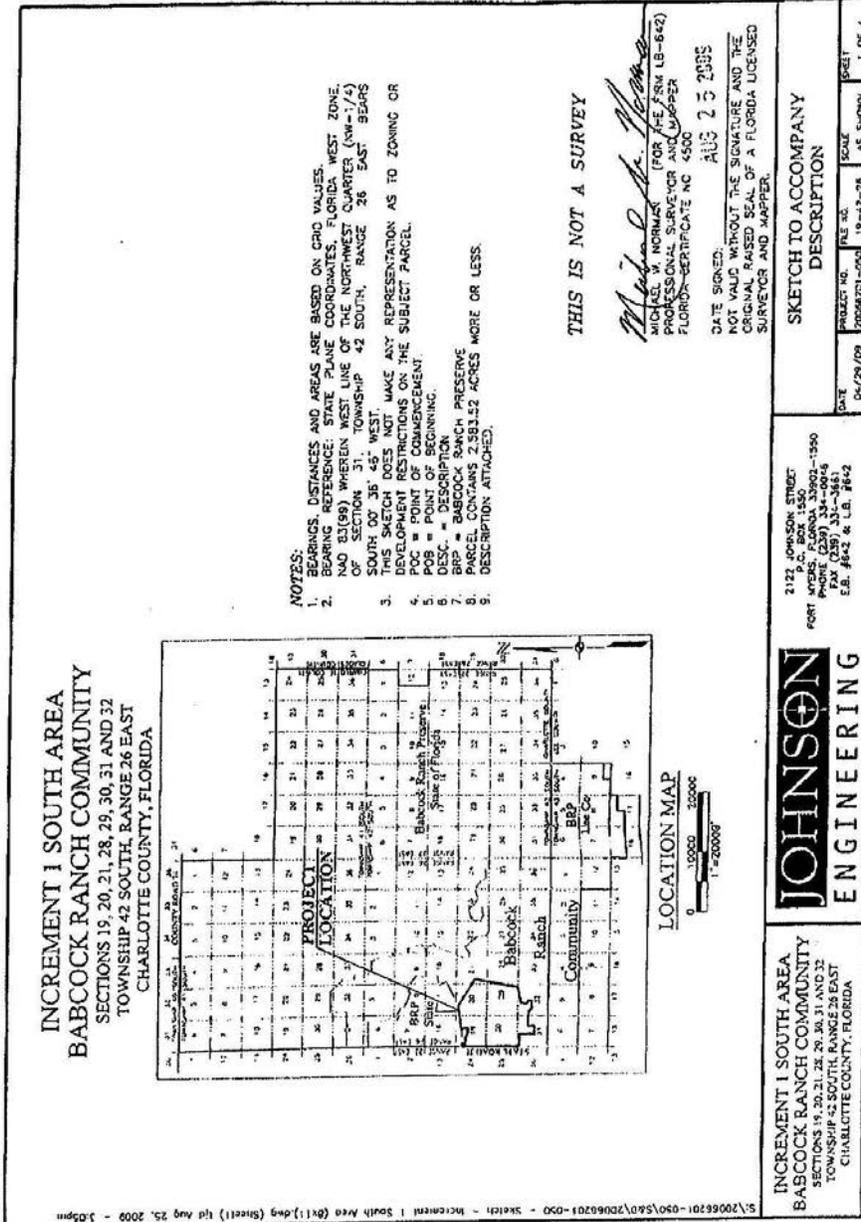
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| PROJECT NAME: | | | |
| SKETCH AND DESCRIPTION FOR: INCREMENT 1 - NORTH PARCEL | | | |
| REVISIONS: | | | |
| Scale: 1"=1000' | Field Book: N/A | Page: N/A | Field: N/A |
| Sheet: 2 OF 2 | Date: 11/23/09 | FILE NO. 60100834LGL01 | Project No. 60100834 |
| Computed: CHK | Checked: CHK | | |

BOYLE ENGINEERING
3550 S.W. Corporate Parkway
Falm City, Florida 34460
T 772.266.3883 F 772.266.3925
BPR & FBPE License No's: 2005 & LB 7622
www.boyle.ecom.com

EXHIBIT L

Exhibit A-2

Page 1 of 4



- NOTES:**
1. BEARINGS, DISTANCES AND AREAS ARE BASED ON CRD VALUES.
 2. BEARING REFERENCE: STATE PLANE COORDINATES, FLORIDA WEST ZONE NAD 83(98) WHEREIN WEST LINE OF THE NORTHWEST QUARTER (NW-1/4) OF SECTION 31, TOWNSHIP 42 SOUTH, RANGE 26 EAST BEARS SOUTH 00° 36' 45" WEST.
 3. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
 4. POINTS ARE IDENTIFIED BY THE FOLLOWING:
 5. POB = POINT OF BEGINNING.
 6. DISC = DESCRIPTION.
 7. BRP = BABCOCK RANCH PRESERVE
 8. PARCEL CONTAINS 2,583.52 ACRES MORE OR LESS.
 9. DESCRIPTION ATTACHED.

THIS IS NOT A SURVEY

Michael D. Johnson
 MICHAEL D. JOHNSON
 (FOR THE FIRM LB-642)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 4500

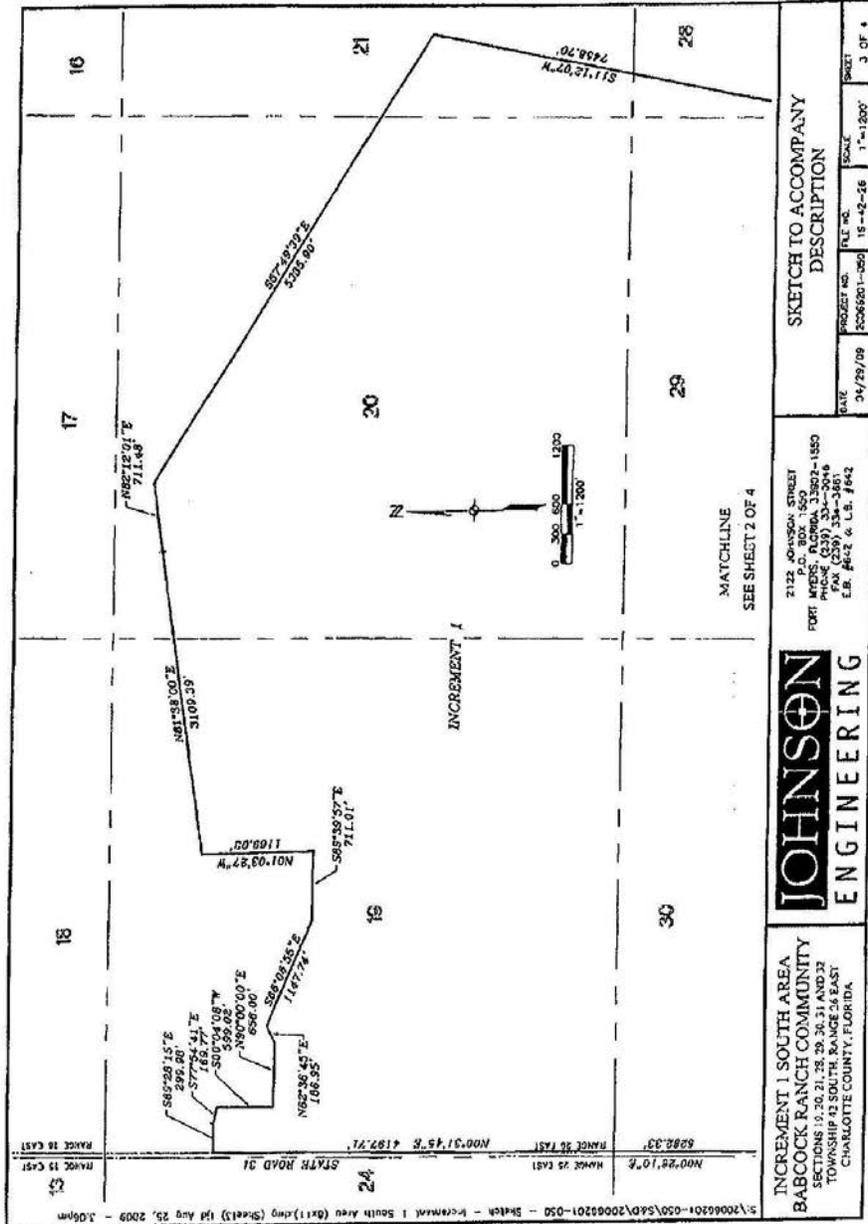
DATE SIGNED: AUG 25 2009
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

| | | | |
|--|-------------|--|----------|
| INCREMENT 1 SOUTH AREA BABCOCK RANCH COMMUNITY SECTIONS 19, 20, 21, 28, 29, 30, 31 AND 32 TOWNSHIP 42 SOUTH, RANGE 26 EAST CHARLOTTE COUNTY, FLORIDA | | 2122 JOHNSON STREET FORT WORTH, TEXAS 76102-1590 PHONE (817) 331-0015 FAX (817) 331-0541 E.B. #6-2 & L.B. #6-2 | |
| INCREMENT 1 SOUTH AREA BABCOCK RANCH COMMUNITY SECTIONS 19, 20, 21, 28, 29, 30, 31 AND 32 TOWNSHIP 42 SOUTH, RANGE 26 EAST CHARLOTTE COUNTY, FLORIDA | | SKETCH TO ACCOMPANY DESCRIPTION | |
| DATE | PROJECT NO. | SHEET | SCALE |
| 04/29/09 | 2008281-002 | 19-2-28 | AS SHOWN |
| | | 1 OF 4 | |

EXHIBIT L

Exhibit A-2

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JOHNSON
ENGINEERING

INCREMENT 1 SOUTH AREA
BABCOCK RANCH COMMUNITY
SECTIONS 19, 20, 21, 28, 29, 30, 31 AND 32
TOWNSHIP 43 SOUTH, RANGE 26 EAST
CHARLOTTE COUNTY, FLORIDA

SKETCH TO ACCOMPANY
DESCRIPTION

DATE: 04/29/09
PROJECT NO.: 2006001-050
FILE NO.: 15-42-26
SCALE: 1"=1200'
SHEET: 3 OF 4

S:\20060201-050\S&D\20060201-050 - Sketch - Increment 1 South Area (Ext) (Sheet) (d Aug 29, 2009) - 1.00mm

EXHIBIT L

Exhibit A-2

Page 4 of 4

DESCRIPTION

INCREMENT 1 SOUTH AREA
BABCOCK RANCH COMMUNITY
SECTIONS 19, 20, 21, 28, 29, 30, 31 AND 32
TOWNSHIP 42 SOUTH, RANGE 26 EAST,
CHARLOTTE COUNTY, FLORIDA

A PARCEL OF LAND LYING IN SECTIONS 19, 20, 21, 28, 29, 30, 31 AND 32, TOWNSHIP 42 SOUTH, RANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA, WHICH TRACT OR PARCEL IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 31 RUN SOUTH 00°36'48" WEST ALONG THE WEST LINE OF NORTHWEST QUARTER (NW-1/4) OF SAID SECTION 31 FOR 387.00 FEET; THENCE RUN SOUTH 89°23'14" EAST DEPARTING SAID LINE FOR 50.00 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 31 AND THE POINT OF BEGINNING;

FROM SAID POINT OF BEGINNING RUN THE FOLLOWING THREE (3) BEARINGS AND DISTANCES ALONG SAID RIGHT-OF-WAY LINE: NORTH 00°36'46" EAST FOR 387.08 FEET; NORTH 00°28'10" EAST FOR 5,282.33 FEET; NORTH 00°31'45" EAST FOR 4,197.71 FEET; THENCE RUN SOUTH 89°28'15" EAST DEPARTING SAID RIGHT-OF-WAY LINE FOR 289.98 FEET; THENCE RUN SOUTH 77°34'41" EAST FOR 169.77 FEET; THENCE RUN SOUTH 00°04'08" WEST FOR 588.02 FEET; THENCE RUN NORTH 80°07'00" EAST FOR 638.00 FEET; THENCE RUN NORTH 82°36'45" EAST FOR 186.85 FEET; THENCE RUN SOUTH 89°39'57" EAST FOR 1,147.74 FEET; THENCE RUN SOUTH 89°39'57" EAST FOR 711.02 FEET; THENCE RUN NORTH 01°03'27" WEST FOR 1,169.03 FEET; THENCE RUN NORTH 81°38'00" EAST FOR 3,108.39 FEET; THENCE RUN NORTH 82°12'01" EAST FOR 711.48 FEET; THENCE RUN SOUTH 57°45'39" EAST FOR 5,335.80 FEET; THENCE RUN SOUTH 11°12'07" WEST FOR 7,456.70 FEET; THENCE RUN SOUTH 76°01'33" WEST FOR 1,477.97 FEET; THENCE RUN SOUTH 77°58'59" WEST FOR 2,652.02 FEET; THENCE RUN SOUTH 18°50'10" EAST FOR 385.41 FEET; THENCE RUN SOUTH 30°58'47" WEST FOR 321.84 FEET; THENCE RUN SOUTH 08°34'05" EAST FOR 545.84 FEET; THENCE RUN SOUTH 74°38'24" EAST FOR 436.35 FEET; THENCE RUN SOUTH 01°41'42" EAST FOR 859.58 FEET; THENCE RUN NORTH 79°55'42" WEST FOR 780.76 FEET; THENCE RUN SOUTH 59°59'07" WEST FOR 500.57 FEET; THENCE RUN NORTH 44°41'42" WEST FOR 584.20 FEET; THENCE RUN NORTH 87°29'41" WEST FOR 2,381.20 FEET; THENCE RUN SOUTH 00°06'43" EAST FOR 1,227.12 FEET; THENCE RUN SOUTH 89°41'16" WEST FOR 1,314.43 FEET; THENCE RUN NORTH 00°00'00" EAST FOR 2,680.35 FEET; THENCE RUN SOUTH 89°58'34" WEST FOR 2,096.15 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 2.58352 ACRES, MORE OR LESS.

BEARINGS, DISTANCES AND AREAS ARE BASED ON GRID VALUES. BEARING REFERENCE: STATE PLANE COORDINATES, FLORIDA WEST ZONE, NAD 83 (99) WHEREIN THE WEST LINE OF THE NORTHWEST QUARTER (NW-1/4) OF SECTION 31, TOWNSHIP 42 SOUTH, RANGE 26 EAST BEARS SOUTH 00°36'46" WEST.

| | | | | | |
|---|---|-------------------------|----------------------|---------------------------|-----------------|
| INCREMENT 1 SOUTH AREA BABCOCK RANCH COMMUNITY SECTIONS 19, 20, 21, 28, 29, 30, 31 AND 32 TOWNSHIP 42 SOUTH, RANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA | 2122 JOHNSON STREET P.O. BOX 1550 FORT WORTH, ALABAMA 33602-1550 PHONE (202) 334-3861 FAX (202) 334-3861 E.B. #12 & L.B. #12 | PROJECT NO. 19-02-26 | FILE NO. 19-02-26 | SCALE DATE 06/29/09 | SHEET 4 OF 4 |
| JOHNSON ENGINEERING | | DESCRIPTION | | | |

EXHIBIT L

Exhibit A-3

Page 1 of 10

P:\survey\projects\107518.00_BABCOCK_RANCH\BABCOCK.dwg, 17SEP2009 9:01:18 AM, WFS01CVR 8x11

UTILITY EASEMENT
BABCOCK RANCH COMMUNITY
CHARLOTTE COUNTY, FLORIDA

LEGAL DESCRIPTION

A STRIP OF LAND 50.00 FEET WIDE FOR A UTILITY EASEMENT, LYING IN SECTIONS 9, 10, 15, 16, 17, 19, AND 20, TOWNSHIP 42 SOUTH, RANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 19, THENCE RUN N00°31'45"E ALONG THE WEST LINE OF SAID SECTION 19 FOR A DISTANCE OF 3565.42 FEET, THENCE DEPARTING FROM SAID WEST LINE RUN S89°28'15"E FOR A DISTANCE OF 521.48 FEET TO THE INTERSECTION OF THE SUBJECT 50.00 FOOT WIDE UTILITY EASEMENT AND THE POINT OF BEGINNING;
 THENCE RUN N00°04'08"E FOR A DISTANCE OF 397.98 FEET; THENCE RUN N81°43'46"E FOR A DISTANCE OF 5726.50 FEET; THENCE RUN S07°53'13"E FOR A DISTANCE OF 10.07 FEET; THENCE RUN N81°38'00"E FOR A DISTANCE OF 652.98 FEET; THENCE RUN N62°44'52"E FOR A DISTANCE OF 4677.58 FEET; THENCE RUN N28°10'55"W FOR A DISTANCE OF 1284.13 FEET; THENCE RUN N69°50'20"E FOR A DISTANCE OF 1051.27 FEET; THENCE RUN S43°36'34"E FOR A DISTANCE OF 444.54 FEET; THENCE RUN N70°03'37"E FOR A DISTANCE OF 233.54 FEET; THENCE RUN N06°35'10"E FOR A DISTANCE OF 173.24 FEET; THENCE RUN N71°59'01"E FOR A DISTANCE OF 125.04 FEET; THENCE RUN N12°51'59"W FOR A DISTANCE OF 1854.72 FEET; THENCE RUN N81°12'25"E FOR A DISTANCE OF 4859.66 FEET; THENCE RUN N15°14'20"W FOR A DISTANCE OF 607.80 FEET; THENCE RUN N74°45'40"E FOR A DISTANCE OF 790.10 FEET; THENCE RUN N13°36'57"W FOR A DISTANCE OF 1136.53 FEET; THENCE RUN N76°23'03"E FOR A DISTANCE OF 50.00 FEET; THENCE RUN S13°36'57"E FOR A DISTANCE OF 1338.67 FEET; THENCE RUN S76°23'03"W FOR A DISTANCE OF 50.00 FEET; THENCE RUN N13°36'57"W FOR A DISTANCE OF 152.12 FEET; THENCE RUN S74°45'40"W FOR A DISTANCE OF 738.68 FEET; THENCE RUN S15°14'20"E FOR A DISTANCE OF 800.94 FEET; THENCE RUN S19°32'05"E FOR A DISTANCE OF 1024.45 FEET; THENCE RUN S05°04'56"W FOR A DISTANCE OF 84.80 FEET; THENCE RUN N84°55'04"W FOR A DISTANCE OF 50.00 FEET; THENCE RUN N05°04'56"E FOR A DISTANCE OF 73.89 FEET; THENCE RUN N19°32'05"W FOR A DISTANCE OF 1015.42 FEET; THENCE RUN N15°14'20"W FOR A DISTANCE OF 194.71 FEET; THENCE RUN S81°12'25"W FOR A DISTANCE OF 4811.62 FEET; THENCE RUN S12°51'59"E FOR A DISTANCE OF 1646.73 FEET; THENCE RUN S71°59'01"W FOR A DISTANCE OF 138.64 FEET; THENCE RUN S06°35'10"W FOR A DISTANCE OF 172.07 FEET; THENCE RUN S70°03'37"W FOR A DISTANCE OF 297.14 FEET; THENCE RUN N43°36'34"W FOR A DISTANCE OF 444.40 FEET; THENCE RUN S89°50'20"W FOR A DISTANCE OF 960.92 FEET; THENCE RUN S28°10'55"E FOR A DISTANCE OF 1277.40 FEET; THENCE RUN S62°44'52"W FOR A DISTANCE OF 4736.72 FEET; THENCE RUN S81°38'00"W FOR A DISTANCE OF 661.29 FEET;
 (CONTINUE DESCRIPTION ON SHEET 2 OF 10)

* THIS IS NOT A SURVEY *



5521 Banner Drive
 Fort Myers, Florida 33812
 239.228.1993 • FAX 239.278.0022
 E-MAIL: info@tkw.com
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 Survey L08 734

| | | |
|--|-------------------|---------------|
| DRAWN BY: KC | JOB NO.: 07918.00 | SHEET 1 OF 10 |
| LEGAL DESCRIPTION | | |
| 50' WIDE UTILITY EASEMENT BABCOCK RANCH COMMUNITY SECTIONS 9, 10, 15, 16, 17, 19, & 20, TOWNSHIP 42 SOUTH, RANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA | | |
| DATE: DECEMBER 2008 | DRAWING: LSCALWM | |

EXHIBIT L

Exhibit A-3

Page 4 of 10

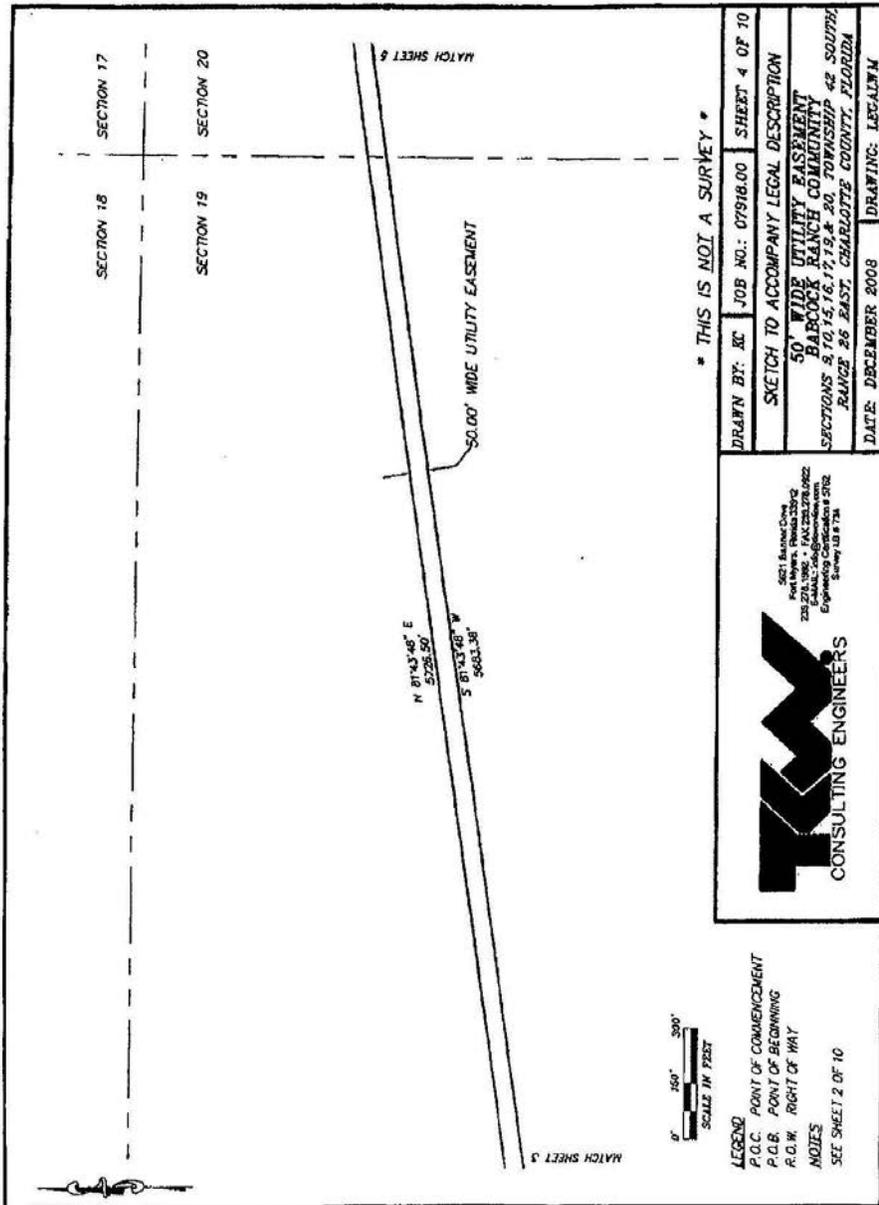


EXHIBIT L

Exhibit A-3

Page 5 of 10

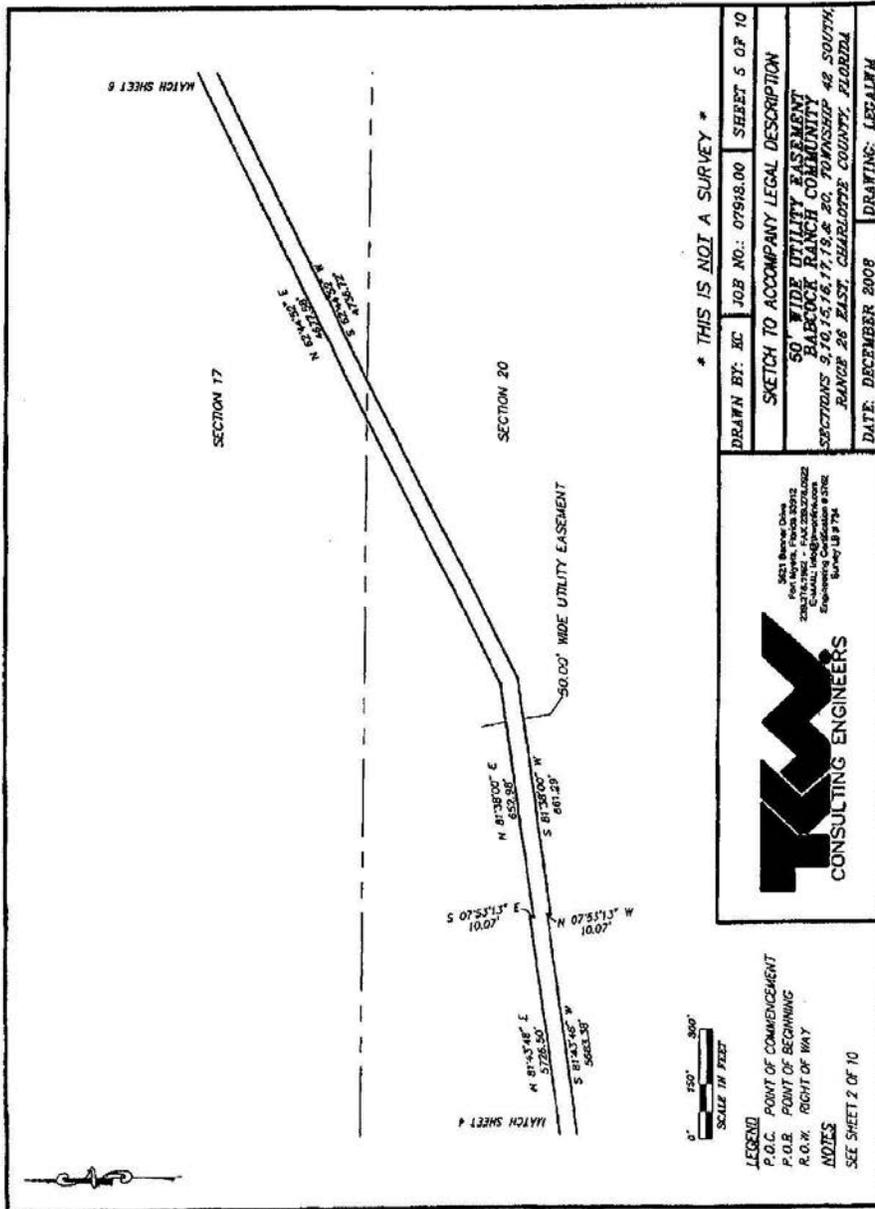


EXHIBIT L

Exhibit A-3

Page 6 of 10

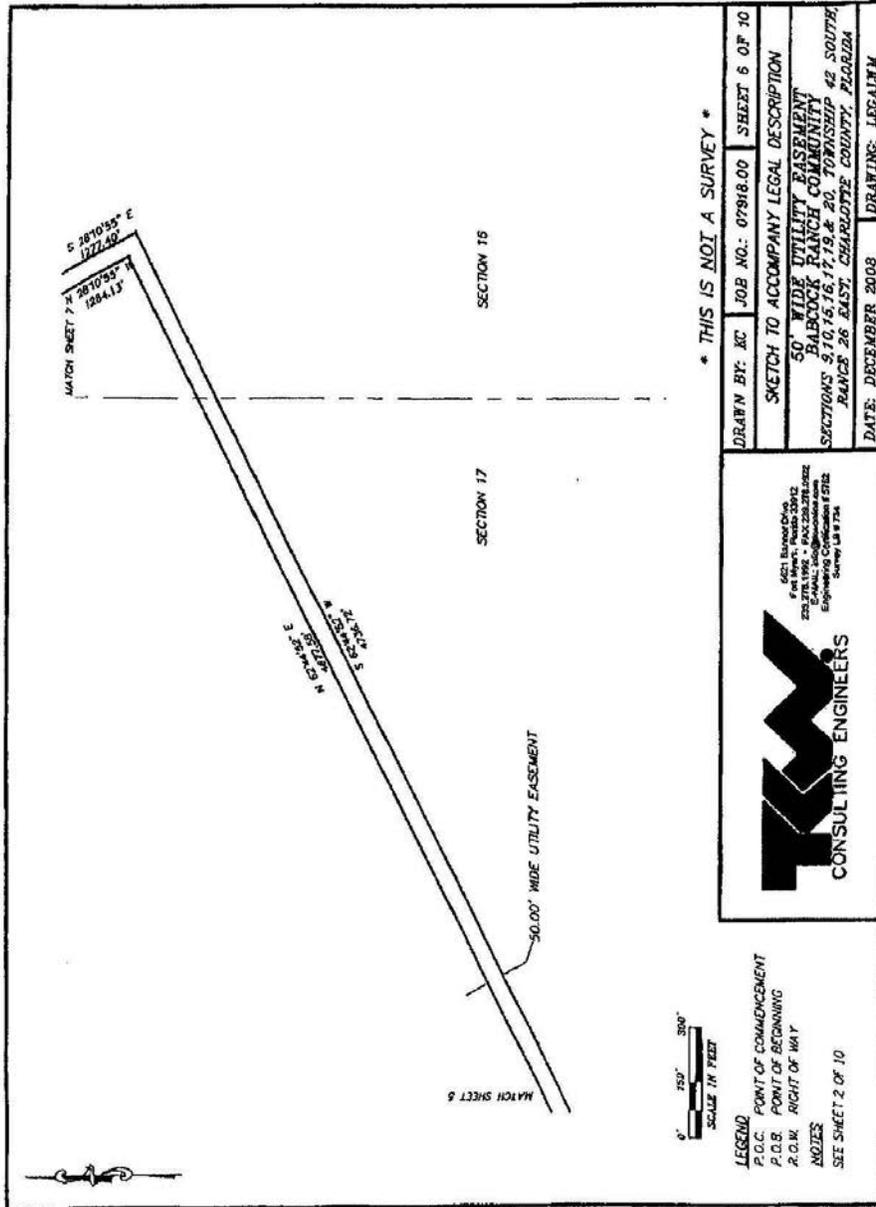


EXHIBIT L

Exhibit A-3

Page 7 of 10

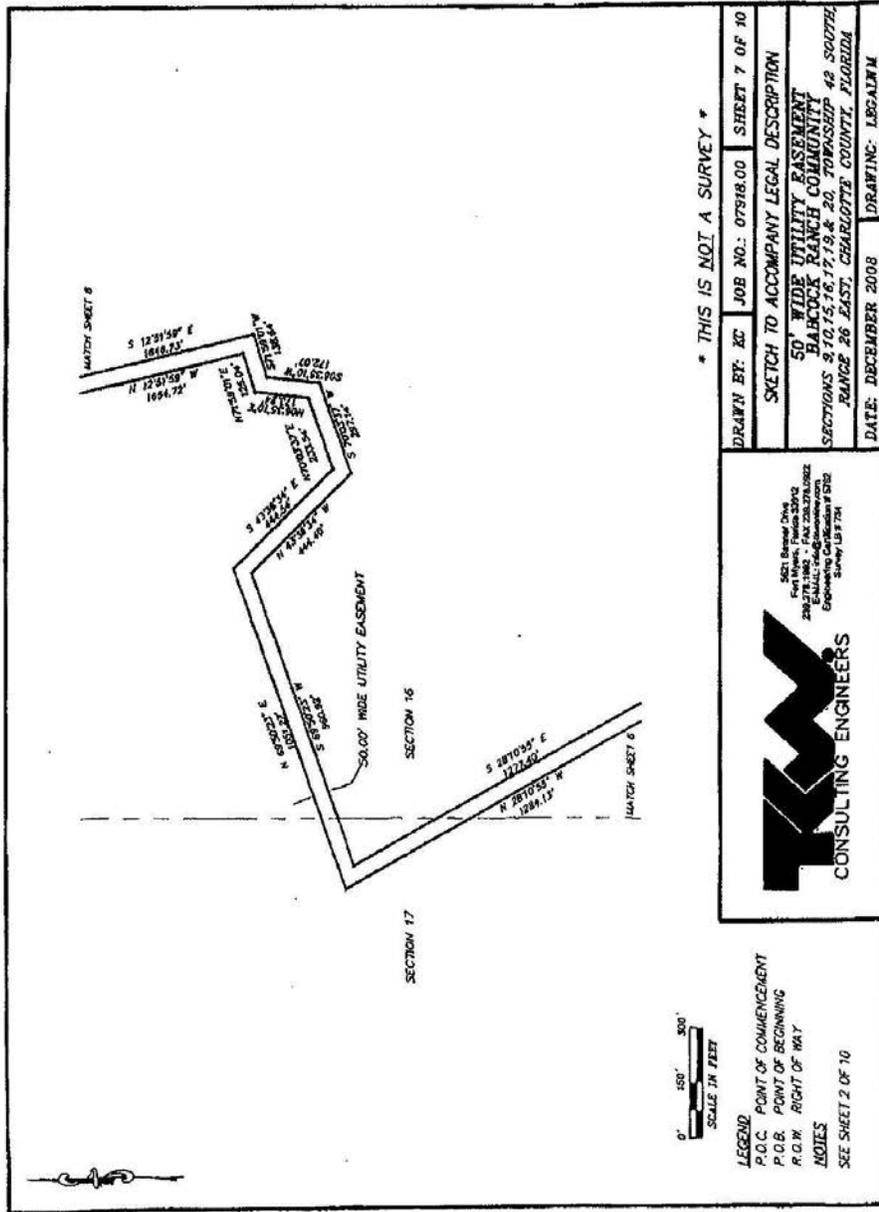


EXHIBIT L

Exhibit A-3

Page 8 of 10

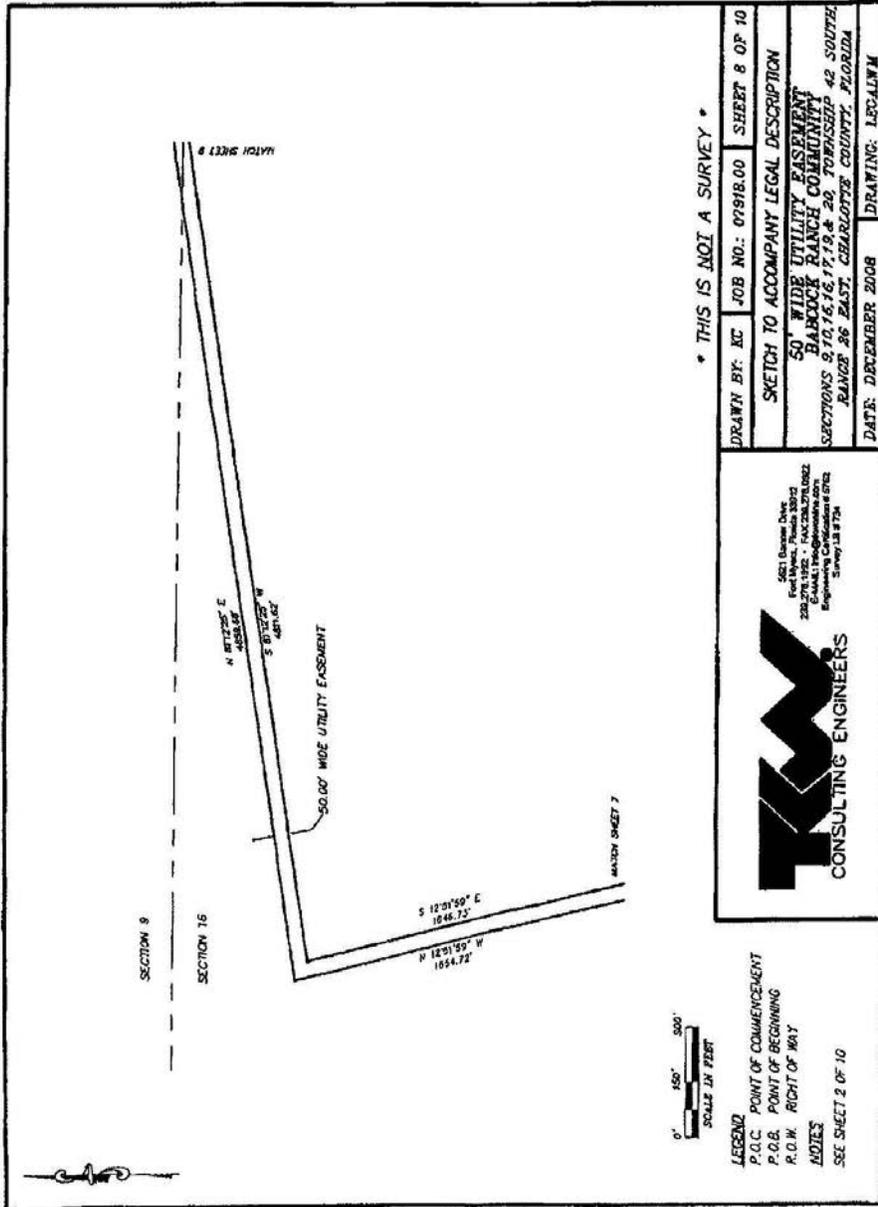


EXHIBIT L

Exhibit A-3

Page 9 of 10

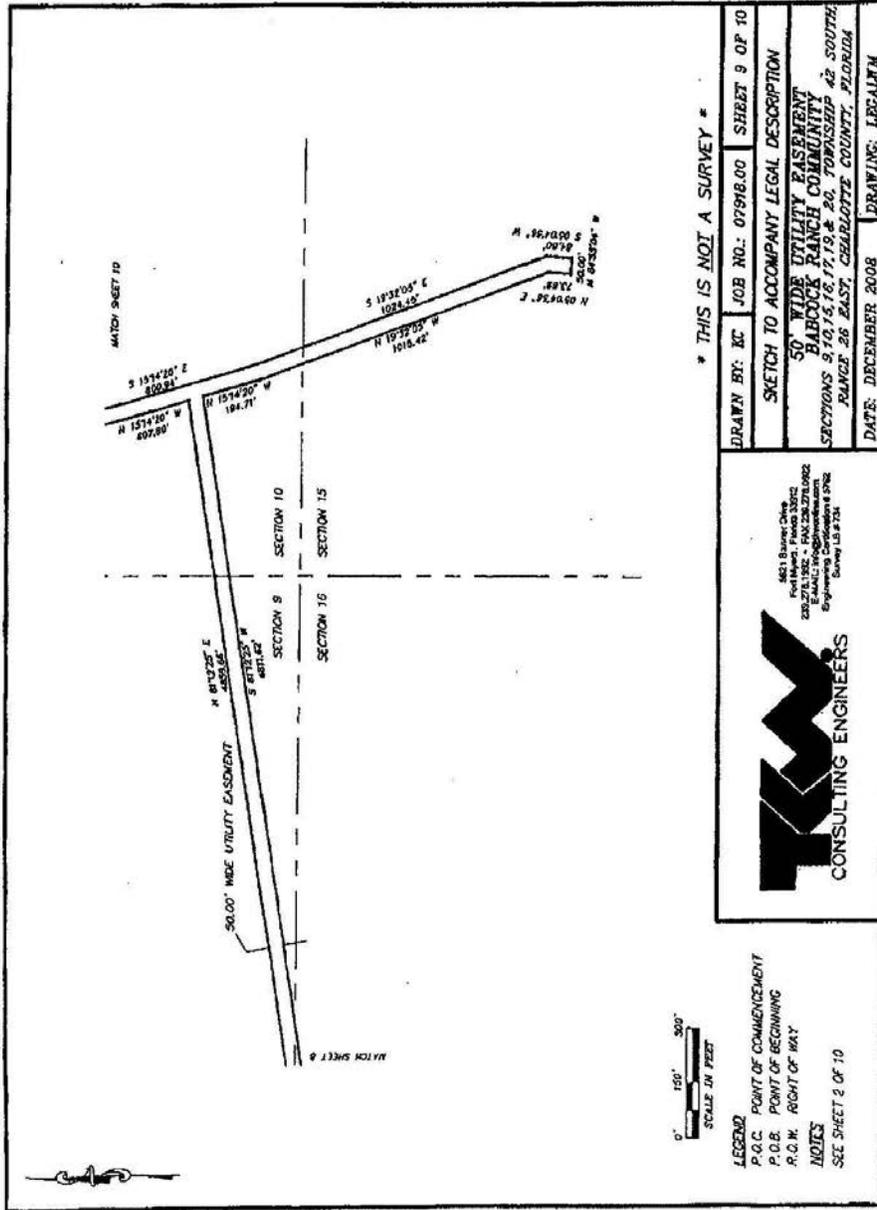


EXHIBIT L

Exhibit A-3

Page 10 of 10

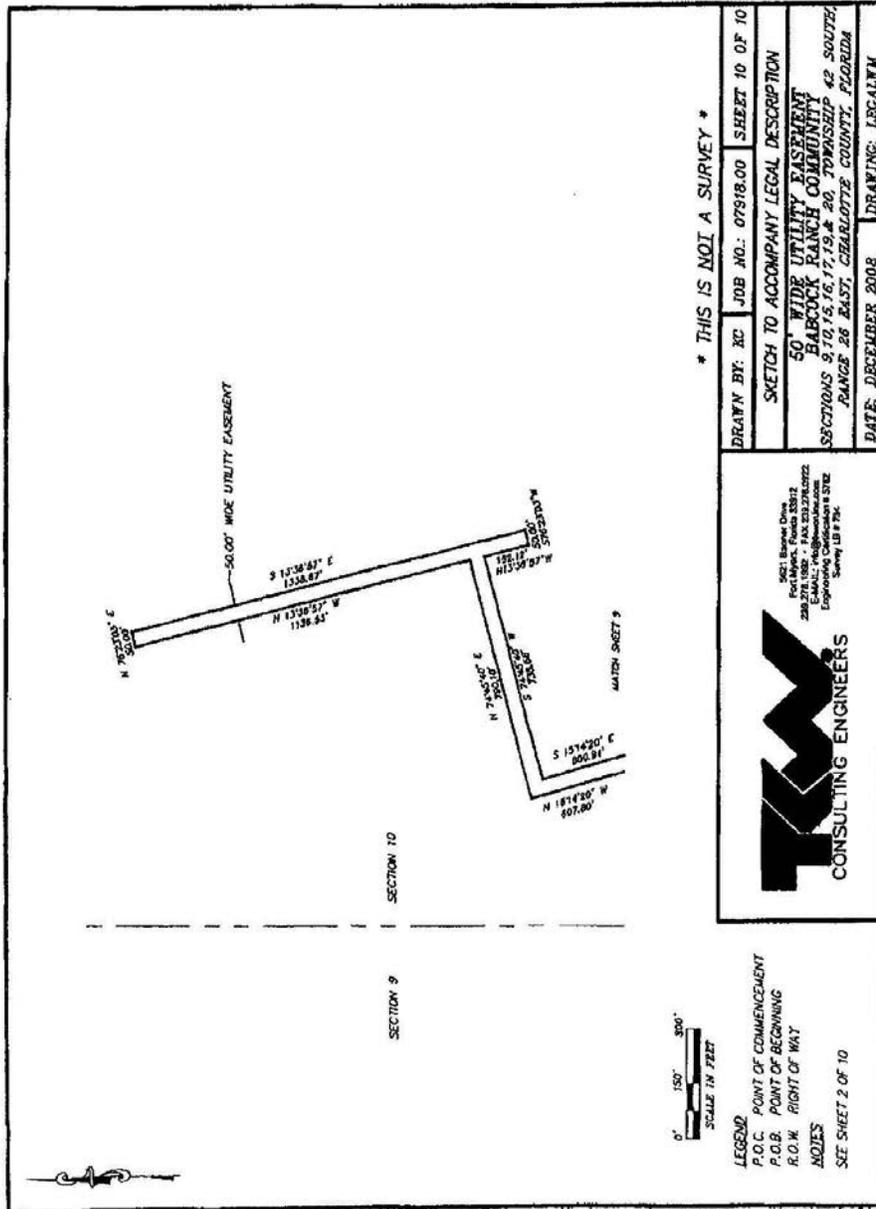


EXHIBIT L

ATTACHMENT "B"

1. **Babcock Ranch Community Increment 1 DRI Incremental Development Order, Section 4, Transportation Representations and Commitments as Conditions (9 pages).**
2. **Exhibit E, Increment 1 Parameters by Phase and Increment 1 Parameters by Development Area (1 page).**
3. **Exhibit J, Babcock Ranch Community Increment 1 – Phase 1 Future (2014) Traffic Conditions with 22% (Daily) Internal Capture Directional Peak Hour, Peak Season (3 pages).**
4. **Exhibit K, Babcock Ranch Community Future (2014) Traffic Conditions with Project Proportionate Share Calculation, Increment 1, Phase 1 (1 page).**

EXHIBIT L

(B-1)

1 **4. TRANSPORTATION**

2 A. Representations and Commitments as Conditions.

3 (1) Increment 1-Phase 1.

4
5 a. From a transportation perspective, only Babcock Ranch Community Increment 1-
6 Phase 1 ("Increment 1-Phase 1") is approved by this Incremental Development Order.
7 Due to the limited development of Increment 1-Phase 1 and its build-out date of
8 December 31, 2014, the traffic analysis that has been conducted by the Developer,
9 Florida Department of Transportation (FDOT), Charlotte County and Lee County is
10 sufficient. Only the residential and non-residential development shown on Exhibit E for
11 Increment 1- Phase 1 is authorized by this Incremental Development Order. However,
12 site related preparation and improvements for Increment 1-Phase 1 and Increment 1-
13 Phase 2 are allowed, such as clearing, grading, infrastructure, water management,
14 mitigation, environmental restoration and landscaping are allowed. Prior to submittal of
15 Increment 1- Phase 2 or any other Increments, an update of the Master Traffic Study shall
16 be conducted and approved in accordance with the Master Development Order as
17 modified by that certain Notice of Proposed Change approved December 15, 2009.b.

18 Developer shall be fully responsible for the required site-related roadway and
19 intersection improvements associated with Increment 1- Phase 1 as set forth herein. Site-
20 related improvements include, but are not limited to, the following: site driveways and
21 roads; median cuts made necessary by those driveways or roads; right-turn, left-turn, and
22 deceleration or acceleration lanes leading to or from those driveways or roads; traffic
23 control measures for those driveways or roads; and roads or intersection improvements
24 whose primary purpose at the time of construction is to provide access to the

EXHIBIT L

1 development. The specific site-related improvements shall be subject to review and
2 approval under the Site Plan Review process as provided in Section 3-9-5.1 of the Code
3 of Laws and Ordinances of Charlotte County, Florida (“Code”), and coordination with
4 FDOT. The site-related improvements are as follows:

- 5 SR 31 and South Project Entrance
- 6 - Add NB Right-Turn Lane
- 7 - Add SB Left-Turn Lane
- 8 - Signal, If and When Warranted
- 9

- 10 SR 31 and North Project Entrance
- 11 - Add NB Right-Turn Lane
- 12 - Add SB Left-Turn Lane
- 13 - Signal, If and When Warranted
- 14

15 Construction of ingress and egress driveways, as necessary along
16 SR 31.

17
18 c. The off-site traffic impacts of Increment 1-Phase 1, through 2014, as estimated by
19 the AIDA traffic analysis are identified in Exhibit J, which is attached hereto and
20 incorporated herein by reference. These off-site traffic impacts have been accepted by
21 FDOT, County, Lee County, DCA, and the SWFRPC, as the impacts resulting from
22 Increment 1-Phase 1.

23 1. The mutually agreed upon significant and adversely impacted
24 roadways and the identified improvements for Increment 1-Phase 1 are:

- 25 a. SR 31 from SR 78 to North River Road
- 26 - Widen from 2 to 4 lanes
- 27

28 2. The mutually agreed upon significantly and adversely impacted
29 intersections and the identified improvements for Increment 1-Phase 1
30 are:

31

EXHIBIT L

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- a. SR 31 and SR 80
 - Add Second Southbound Left-Turn Lane
 - Add Second Eastbound Left-Turn Lane
 - Signal Retiming

- b. SR 31 and SR 78
 - Add Second Eastbound Left-Turn Lane
 - Signal Retiming

- c. SR 31 and North River Road
 - Add Westbound Left-Turn Lane
 - Signalization, If and When Warranted

The Increment 1-Phase 1 proportionate share of the improvements, as shown on Exhibit K, has been calculated consistent with F.S. 163.3180 (12)(a) and Rule 9J-2.045, F.A.C. The Increment 1-Phase 1 proportionate share calculation was based on 1,156 pm peak hour two-way external trips and 1,032 pm peak hour two-way net new trips established by the AIDA traffic analysis. The calculated proportionate share for Increment 1-Phase 1 is \$3,368,100 based upon the proportionate share percentages for each improvement as shown on Exhibit K. The proportionate share percentages have been accepted by FDOT, Charlotte County, Lee County, DCA, and the SWFRPC for Increment 1-Phase 1, recognizing that the actual costs may increase or decrease based upon the final actual costs of the agreed upon improvements.

3. a. The Increment 1- Phase 1 agreed upon mitigation of the significantly and adversely impacted roadways and intersection improvements identified in Condition 4(A) (1) b.1., accepted by FDOT, Charlotte County, Lee County, DCA, and SWFRPC, shall be the

EXHIBIT L

1 following schedule of listed improvements and date-certain payment
 2 provisions:
 3

| Reference # | Item | Total Cost | Anticipated Start Date |
|-------------|--|--|--|
| 1 | Intersection Improvements: - SR31 and SR80 | \$243,000 | Monitoring ⁽¹⁾ |
| 2 | SR 31 Widening to 4 Lanes from SR 78 to North River Road <ul style="list-style-type: none"> • Cause to have prepared Project Development and Environment Study of SR31 from SR78 to North River Road • Prepare Preliminary Engineering Plans for SR 31 from SR78 to North River Road • Undertake Right-of-Way Acquisition for SR 31 from SR78 to North River Road • Construct Interim Intersection Improvements: - SR 31 and North River Road - SR 31 and SR 78 • Construct 4 Lane Improvement for SR 31 from SR78 to North River Road | \$260,000 \$774,000 \$980,000 \$521,000 \$126,000 \$5,935,000 | Initiated ⁽²⁾ 2012 2014 Monitoring ⁽¹⁾ Monitoring ⁽¹⁾ 2015 |
| 3 | SR31 Traffic Count Stations | \$100,000 | 2011 |
| | TOTAL | \$ 8,939,000 | |

4 (1) Start date as required per Condition 4(A) (1) b.(4)(a)
 5 (2) These tasks have been initiated early by Developer to facilitate completion of required improvements.
 6
 7 b. If and when requested by Charlotte County, the Developer shall
 8 also make certain intersection improvements at SR 31 and CR 74, to
 9 extend the Northbound to Westbound Left Turn Lane, at an estimated cost
 10 of \$100,000, and as set forth in more detail in Section 4.d. below. The
 11 anticipated start date for these intersection improvements is 2013.
 12

EXHIBIT L

- 1 4. After the effective date of this Incremental Development Order, the
2 Developer shall:
- 3 a. Initiate the intersection improvements (Reference #1 above) no
4 later than 90 days after the monitoring report indicates that the
5 Project is generating at least 300 pm peak hour, two-way
6 external trips and the intersection is projected to operate below
7 the adopted level of service standard within 12 months. If
8 these improvements are not initiated within the above time
9 period, no building permits beyond these limitations can be
10 issued until these improvements are initiated.
- 11 b. Initiate the improvements of SR 31 to eventually result in the
12 four-laning for SR 31 from SR 78 to North River Road
13 (Reference #2 above). The improvements will consist of the
14 following:
- 15 i) Coordinate with FDOT to fund, continue and complete the
16 Project Development and Environment Study (PD&E) for SR31
17 from at least SR78 to North River Road.
- 18 ii) Coordinate with FDOT to undertake the Preliminary
19 Engineering for the SR31 roadway widening from at least SR
20 78 to North River Road.
- 21 iii) Coordinate acquisition and funding with either the Babcock
22 Ranch Community Independent Special District, Charlotte

EXHIBIT L

- 1 County, Lee County or FDOT to assemble necessary right-of-
2 way.
- 3 iv) Coordinate with FDOT to construct the four-lane improvement.
4 As identified in Condition 4(A)(1)c.3 above, it is anticipated
5 that the PD&E study, the preliminary engineering, and the
6 right-of-way acquisition will occur through 2014. Construction
7 of the widening improvement is anticipated to commence in
8 2015. Of note, the interim intersection improvements may
9 provide additional capacity to the roadway to maintain the
10 roadway level of service standards, subject to biennial
11 monitoring and confirmation after construction of the interim
12 intersection improvements.
- 13 v) Coordinate with FDOT to construct interim intersection
14 improvements at SR 31 and North River Road and at SR 31
15 and SR 78. Intersection improvements are to be initiated no
16 later than 90 days after the monitoring report indicates that the
17 Project is generating at least 300 pm peak hour, two-way
18 external trips.
- 19 c. Install permanent traffic count stations at the Project's access
20 points off SR 31 at the time of constructing the access points
21 and up to two permanent traffic count stations along SR31,
22 north and south of the proposed permanent entrances to the

EXHIBIT L

1 further delineate the terms and procedures for implementing credits for
2 identified improvements set forth above in excess of the proportionate
3 share of Increment 1-Phase1. Credit for the cost of additional
4 improvements as set forth above shall be analyzed as part of transportation
5 analysis for Increment 1-Phase 2 or future increments and to be included
6 in subsequent incremental development orders.

7 d. As provided for elsewhere in this Incremental Development Order, the Developer
8 shall submit biennial Monitoring Reports pursuant to the requirements of Section 380.06(18),
9 F.S., Chapter 9J-2, F.A.C., and the MDO.

10 e. Satisfaction of the required mitigation in the timeframes as outlined and
11 compliance with the transportation related provisions of this Incremental Development Order for
12 Increment 1-Phase 1 shall satisfy the road or traffic concurrency requirements of the Charlotte
13 County Comprehensive Plan, Charlotte County Land Development Regulations, and the
14 Charlotte County Concurrency Management System, through December 31, 2014 (the build out
15 date of Increment 1-Phase 1). If the Developer proposes to extend the build out date of
16 Increment 1-Phase 1 beyond December 31, 2014, the Developer and the review agencies, during
17 the development order amendment process pursuant to Section 380.06(10), Florida Statutes, shall
18 re-evaluate the future traffic impact of the development in a manner consistent with the Master
19 Development Order, and shall re-evaluate the concurrency status of Increment 1-Phase 1 on all
20 roadway segments listed in Conditions 4(A)(1)c.1 above.

21 f. DCA has determined that SR 31 is a Regionally Significant Roadway as defined
22 in Rule 9J-2.045, F.A.C.

EXHIBIT L

1 g. Charlotte County, by approving this Incremental Development Order, has
2 exercised its discretion to accept this mitigation for Increment1-Phase 1.

3 h. Improvements to the facilities outlined above shall be made at the time that a road
4 segment or intersection is expected to operate below the level of service standard adopted in an
5 impacted jurisdiction's Comprehensive Plan. No building permits for residential and non-
6 residential development shown on Exhibit E for Increment 1- Phase 1 shall be issued unless the
7 improvements are: a) complete, b) under construction, c) the subject of a clearly identified,
8 executed and recorded local government development agreement consistent with Sec. 163.3220
9 through 163.3423, F.S. incorporated into the Incremental Development Order ensuring
10 completion concurrent with impacts; or d) the subject of a binding commitment ensuring
11 completion concurrent with impacts incorporated into the Incremental Development Order.

12 (2) Increment 1-Phase 2

13
14 a. Increment 1-Phase 2 transportation impacts and mitigation shall be addressed
15 through an NOPC. All other conditions, other than Transportation, have been fully addressed for
16 the entire Increment 1, so that the NOPC need only address Transportation issues, unless the
17 Developer wishes to make other changes to the Development Program which necessitates a
18 review of the other conditions.

19 (3) The Master Internal Circulation Plan for Increment 1 is attached hereto as
20 Exhibit G.

21 **REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY**

EXHIBIT L

(B-2)

EXHIBIT E

Increment 1 Parameters by Phase

| LAND USE | AMOUNT/SIZE | Phase I | Phase II |
|-------------------------|---------------------|---------------------|---------------------|
| Residential | 2,500 units | 1000 units | 1,500 units |
| Retail | 126,000 square feet | 50,000 square feet | 76,000 square feet |
| General Office | 250,000 square feet | 150,000 square feet | 100,000 square feet |
| Medical Office | 50,000 square feet | 0 square feet | 50,000 square feet |
| Industrial | 90,000 square feet | 0 square feet | 90,000 square feet |
| Hotel/Motel | 100 rooms | 0 rooms | 100 rooms |
| Civic/Government/Church | 22,500 square feet | 5,000 square feet | 17,500 square feet |

Increment 1 Parameters by Development Area

| LAND USE | AMOUNT/SIZE | VILLAGE III | TOWN CENTER |
|-------------------------|---------------------|--------------------|---------------------|
| Residential | 2,500 units | 1850 units | 650 units |
| Retail | 126,000 square feet | 26,000 square feet | 100,000 square feet |
| General Office | 250,000 square feet | 25,000 square feet | 225,000 square feet |
| Medical Office | 50,000 square feet | 10,000 square feet | 40,000 square feet |
| Industrial | 90,000 square feet | 0 square feet | 90,000 square feet |
| Hotel/Motel | 100 rooms | 0 rooms | 100 rooms |
| Civic/Government/Church | 22,500 square feet | 12,500 square feet | 10,000 square feet |

NOTE:

- 1) Utilities, agriculture, ecotourism, and mining uses are permitted throughout Increment 1.
- 2) Increment 1 Parameters by Phase in this Exhibit E can be adjusted and interchanged between Phase I and Phase II in accordance with the equivalency matrix set forth in Exhibit C hereto, subject to the external vehicle trip limitations set forth in Section 4 of this Incremental Development Order.

Rick Scott
GOVERNOR



Jesse Panuccio
EXECUTIVE DIRECTOR

November 1, 2013

The Honorable Christopher Constance
Chairman, Charlotte County
Board of County Commissioners
18500 Murdock Circle
Port Charlotte, Florida 33948

Subject: File No. ADA-09-2007-023 Babcock Ranch Development of Regional Impact
Notification of Proposed Change to the Application for Incremental Development Approval

Dear Chairman Constance:

A Notification of Proposed Change (NOPC) for the Babcock Ranch Comprehensive Application for Incremental Development Approval (AIDA) was received by the Department of Economic Opportunity (DEO) on April 2, 2013. The NOPC proposes revisions to the Recitals, Condition Sections and Exhibits of the Amended Incremental Development Order (IDO) and to increase the size of Increment I from 3,051.36 to 4,047.98 acres and allow the inclusion of existing development entitlements on the additional 996.62 acres.

DEO sent a letter of objection to Charlotte County, dated May 13, 2013, which identified specific concerns and the need for additional information. In addition, the Department's letter carried forward concerns raised by the Southwest Florida Regional Planning Council as detailed in their May 13, 2013 letter. On October 17, 2013, we received revisions to the NOPC. Based on the revised NOPC the presumption of the changes constituting a substantial deviation has been adequately rebutted. Therefore, the Department no longer objects to the proposed changes to the Babcock Ranch IDO. In addition, the Southwest Florida Regional Planning Council has forwarded written comment, dated October 28, 2013, that they no longer have any objections to the proposed changes.

Should you have any questions, please contact Brenda Winningham, Regional Planning Administrator at (850) 717-8516.

Sincerely,

Mike McDaniel
Comprehensive Planning Manager

MM/skl

Attachments: Southwest Florida Regional Planning Council Correspondence

cc: Inga Williams, Planner, AICP, Charlotte County Community Development Department
Margaret Wuerstle, Executive Director, Southwest Florida Regional Planning Council
Jim Paulmann, FAICP, Wilson Miller-Stantec, Agent for the Applicant

Lex, Suzanne

From: David Crawford [dcrawford@swfrpc.org]
Sent: Monday, October 28, 2013 10:55 AM
To: Lex, Suzanne
Subject: Babcock

Suzanne – I have reviewed the responses to the questions concerning the Babcock Ranch NOPCs and find them sufficient to initiate the SWFRPC review.



**CHARLOTTE COUNTY
 COMMUNITY DEVELOPMENT DEPARTMENT**

**APPLICATION for
 NOTICE OF PROPOSED CHANGES (NOPC)**

| | |
|--------------------------------------|----------------------------------|
| Date Received: APR 5, 2013 | Time Received: |
| Date of Log-in: OCT. 16, 2013 | Petition #: NOPC-13-04-11 |
| Receipt #: 109614 | Accela #: NOPC-13-00002 |
| | Amount Paid: \$3,350.00 |

A. Indicate the name of the existing DRI:

Babcock Ranch Community Master Development of Regional Impact Master DRI Development Order ("MDO"), and Babcock Ranch Community Increment 1 DRI Incremental Development Order ("IDO")

- ❖ Provide a complete copy of the existing DO, which includes any prior changes, in Word format with use of strikethrough and underline to show the proposed changes.

B. Parties involved in the Application

Name of Applicant: **Babcock Property Holdings, LLC** (Thomas J. Danahy, President)

Mailing Address: 17837 Murdock Circle

| | | |
|----------------------|-----------|-----------------|
| City: Port Charlotte | State: FL | Zip Code: 33948 |
|----------------------|-----------|-----------------|

| | |
|----------------------------|--------------------------|
| Phone Number: 941-235-6900 | Fax Number: 941-235-6919 |
|----------------------------|--------------------------|

Email Address: tdanahy@kitsonpartners.com

Name of Agent: **Stantec Consulting Services, Inc.**, James A. Paulmann, FAICP

Mailing Address: 6900 Professional Parkway East, Suite 100

| | | |
|----------------|-----------|-----------------|
| City: Sarasota | State: FL | Zip Code: 34240 |
|----------------|-----------|-----------------|

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|----------------------------|--------------------------|
| Phone Number: 941-907-6900 | Fax Number: 941-907-6910 |
|----------------------------|--------------------------|

Email Address: jim.paulmann@stantec.com

Name of Agent: **Berntsson, Ittersagen, Gunderson, and Wideikis, LLP**, Robert H. Berntsson, Esq.

Mailing Address: 18401 Murdock Circle, Suite C

| | | |
|----------------------|-----------|-----------------|
| City: Port Charlotte | State: FL | Zip Code: 33948 |
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| Phone Number: 941-627-1000 | Fax Number: 941-255-5483 |
|----------------------------|--------------------------|

Email Address: rberntsson@bigwlaw.com

Name of Engineer/Surveyor: **Johnson Engineering, Inc.**, Michael W. Norman, PSM

Mailing Address: 2122 Johnson Street; P.O. Box 1550

| | | |
|------------------|-----------|-----------------|
| City: Fort Myers | State: FL | Zip Code: 33902 |
|------------------|-----------|-----------------|

| | |
|----------------------------|--------------------------|
| Phone Number: 239-334-0046 | Fax Number: 239-334-3661 |
|----------------------------|--------------------------|

Email Address:

Name of Property Owner (if more than one property owner, attach a separate sheet with a list of all owners):
Same as applicant.

Mailing Address:

| | | |
|----------------|-------------|-----------|
| City: | State: | Zip Code: |
| Phone Number: | Fax Number: | |
| Email Address: | | |

C. ASSOCIATED APPLICATION(S):

Please indicate if you intend to separately submit any of the following associated applications:

_____ Future Land Use Map (FLUM) Amendment

_____ Rezoning

Provide a summary of the proposed changes:

The applicant requests an amendment to the MDO and IDO to update requirements to make the development orders more reflective of current conditions and allow the development to be competitive with other developments within the region. Revisions to the MDO Master Plan and IDO Master Plan are also being requested. The property within Increment 1 is proposed to increase by approximately 992 acres; however, the development parameters for both the MDO and IDO remain the same. The applicant will seek to increase the development parameters for Increment 1 in a future amendment to the IDO.

D. PROPERTY INFORMATION:

Attach a separate list that includes the following information for each parcel or lot included within the DRI associated with this NOPC application, grouped by account number

| | | |
|-----------------------------------|--------------------|----------------|
| Property Account Number: | | |
| Section: 29, 31 – 33 | Township: 41 South | Range: 26 East |
| Section: 4 – 10, 15 – 17, 19 - 36 | Township: 42 South | Range: 26 East |
| Parcel/Lot #: | Block #: | Subdivision: |

Total acreage or square feet of the property:

Babcock Ranch Community – 13,630.6 acres;
 Babcock Ranch Community Increment 1 – 4,043.31 acres

AFFIDAVIT

I, the undersigned, being first duly sworn, depose and say that I am the owner or agent of the property described and which is the subject matter of the proposed hearing; that all answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application are honest and true to the best of my knowledge and belief. I understand this application must be complete and accurate before the hearing can be advertised, and that if I am not the owner of the property I have attached a notarized authorization from the owner(s) to submit this application. For any changes of ownership or changes in contracts for purchase subsequent to the date of the application, but prior to the date of final public hearing, a supplemental disclosure of interest shall be filed. I acknowledge that all items listed in the application must be submitted concurrent at the time the County accepts the application. I swear that the attached list of adjacent property owners is complete, including all property owners within 200 feet of the subject properties (excluding right-of-ways), that it is correct, providing addresses as listed in the County Tax Roll.

STATE OF FLORIDA, COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 29th day of March, 2013,

by Thomas J. Danahy, President, Babcock Property Holdings, LLC, who is personally known to me or

~~has/have produced XXXXXXXXXX as identification and who did/did not take an~~
 oath.

| | |
|---|--|
| Notary Public Signature <i>Elizabeth A. Andres</i> | Signature of Applicant or Agent <i>Thomas J. Danahy</i> |
| Notary Printed Signature ELIZABETH A. ANDRES | Printed Signature of Applicant or Agent THOMAS J. DANAHY |
| Title President | Address 17837 Murdock Circle |
| Commission Code | City, State, Zip Port Charlotte, FL 33948 |
|  | Telephone Number 941-235-6900 |

FORM B. APPLICANT AUTHORIZATION TO AGENT

I, the undersigned, being first duly sworn, depose and say that I am the applicant for the property described and which is the subject matter of the proposed hearing.

I give authorization for James A. Paulmann, FAICP and Robert H. Berntsson, Esq. to be my agents for this application.

STATE OF FLORIDA, COUNTY OF CHARLOTTE

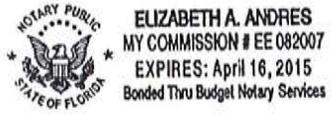
The foregoing instrument was acknowledged before me this 29th day of March, 2013,

by Thomas J. Danahy, President, Babcock Property Holdings, LLC who is personally known to me or

~~has/have produced~~ XXXXXXXXXXXXXXXXXXXXXXXXXXXX as identification and who did/did

not take an oath.

| | |
|--|---|
| Notary Public Signature <i>Elizabeth A. Andres</i> | Signature of Applicant <i>Thomas J. Danahy</i> |
| Notary Printed Signature ELIZABETH A. ANDRES | Printed Signature of Applicant THOMAS J. DANAHY |
| Title | Address 17837 Murdock Circle |
| Commission Code | City, State, Zip Port Charlotte, FL 33948 |



Telephone Number
941-235-6900

17801 Murdock Circle, Suite A
Port Charlotte, FL 33948
Telephone: 941.624.2700
Facsimile: 941.624.5151
www.owpa.com

Michael M. Wilson
Attorney at Law

Carrie M. Leontitsis
Attorney at Law

November 14, 2013

Jie Shao, Planner III
Charlotte County Community Development Department
18500 Murdock Circle, B-208
Port Charlotte, FL 33948-1094

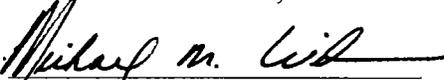
Dear Mrs. Shao:

As you are aware, I represent the School Board of Charlotte County, Florida ("SBCC") in connection with the Babcock Ranch Community Independent Special District and Babcock Property Holdings, LLC (hereinafter collectively "Babcock"). My client has had the opportunity to review your November 4, 2013 email and the attachments thereto, in particular, the Florida Department of Economic Opportunity ("DEO") correspondence from Mike McDaniel dated November 1, 2013. The SBCC agrees with the revisions to the MDO and the IDO as outlined in the above referenced DEO correspondence, provided Charlotte County includes the conditions stated in the third paragraph of that correspondence relating to incremental application review of the Education Section of the MDO. The SBCC's continues with its position that no further development approval should occur until the SBCC and Babcock reach an agreement relative to school concurrency. As of this date, no material discussions have occurred in furtherance of such an agreement.

The SBCC appreciates the opportunity to respond to the NOPC and your efforts in connection therewith, as well as the efforts of the DEO and the SWFRPC. Should you have any questions, please do not hesitate to contact me.

Sincerely,

OLMSTED & WILSON, P.A.

By 
Michael M. Wilson

MMW/ll

cc: Jerry Olivo, Assistant Superintendent, District Support Services
Greg Griner, Chief Financial Officer
Mike McDaniel, Florida Department of Economic Opportunity
David Crawford, Southwest Florida Regional Planning Council.