Attachment 6:

Planner’s Guide to Wetland Buffers for Local Governments

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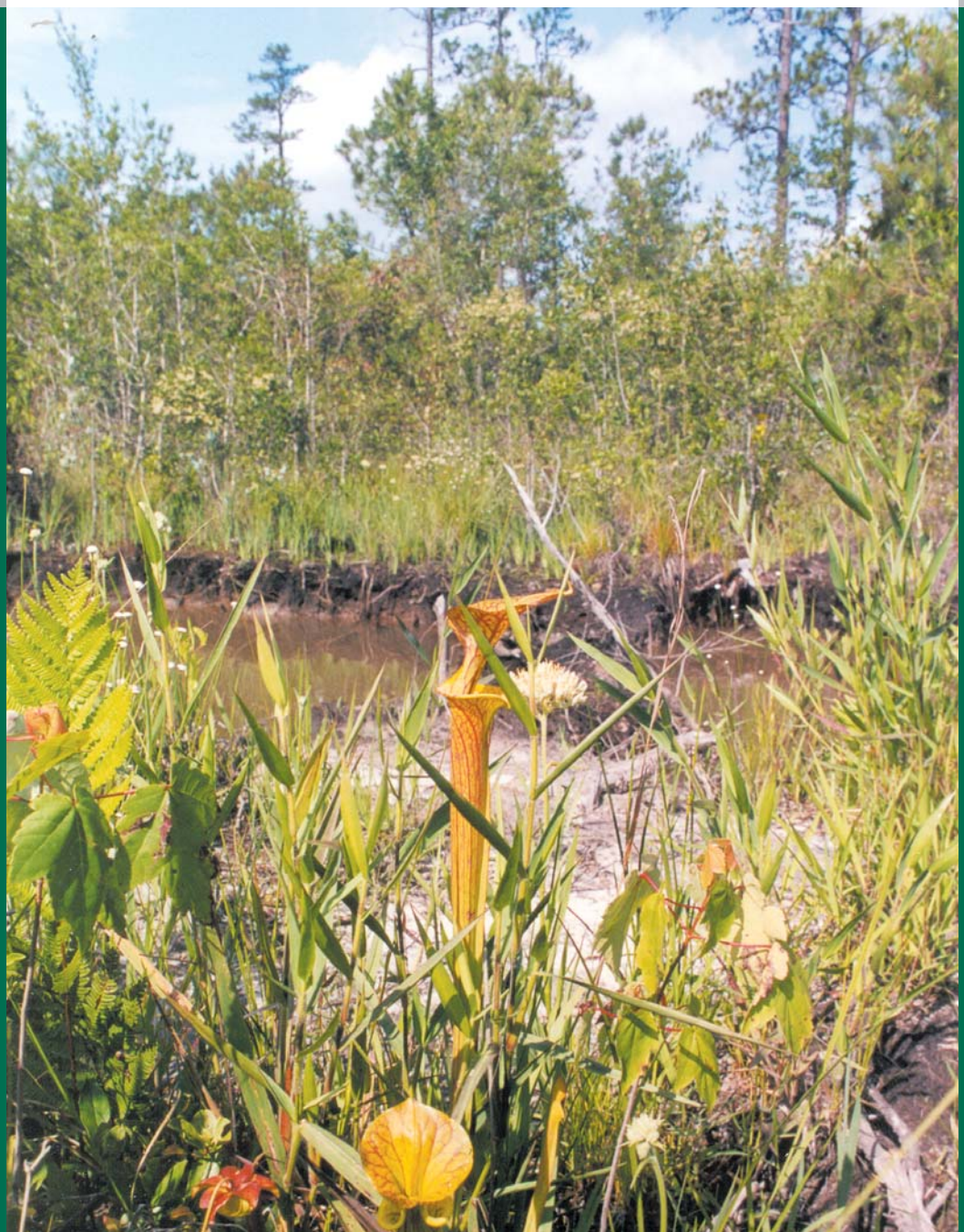

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Planner's Guide to Wetland Buffers for Local Governments

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Planner's Guide to Wetland Buffers for Local Governments

America's local governments know their lands and are familiar with their critical role as the primary regulators of land use and development activities. Many local governments also know their waters and wetlands, and most have authority to regulate land uses in order to conserve and protect these important community assets. While many publications assist local governing boards with land use planning and zoning, this publication compiles the scientific literature on wetland buffers (the lands adjacent to wetland areas) and identifies the techniques used and legislative choices made by local governments across the United States to protect these lands.

This guide for planners is based on detailed examination of approximately 50 enacted wetland buffer ordinances and nine model ordinances, and upon several hundred scientific studies and analyses of buffer performance. This guide identifies both the state-of-the-art and the range of current practice in the protection of wetland buffers by local governments. Local governments considering enacting or amending a wetland buffer ordinance will find here what they need to know to manage land use and development in these important areas.

Why Should Local Governments Adopt Wetland Buffer Controls?

The term "wetlands" encompasses a variety of landscape features that contain or convey water and support unique plants and wildlife. Wetlands often serve as a transitional zone between dry lands and areas dominated by water, including ponds and rivers, oceans and estuaries, and their floodplains and tributaries. Federal regulations define wetlands as "areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs and similar areas." (40 C.F.R. §230.3(t)) An extensive body of scientific literature, classification systems (Cowardin et. al. 1979) and legal opinions make important distinctions in wetland types and delineation methods.

Wetlands form part of the natural system of land and water that helps to make human communities livable. Many wetlands help control flooding and reduce damage from storm surges. They trap sediments and pollutants that otherwise might enter waterways. They help to recharge groundwater in some areas, and in tidal zones they provide nurseries for shellfish and fish. They also serve as habitat for birds, amphibians, and other wildlife and provide scarce natural areas in urban and suburban environments.

Attention to these functions is essential to governance of the community's land uses, public health, safety, and welfare. But these functions cannot be sustained without care for the uplands adjacent to wetlands—wetland buffers.

Well-designed buffers protect and maintain wetland functions by removing sediments and associated pollutants from surface water runoff, removing, detaining, or detoxifying nutrients and contaminants from upland sources, influencing the temperature and microclimate of a water body, and providing organic matter to the wetland. Buffers also maintain habitat for aquatic, semi-aquatic, and terrestrial wildlife, and can serve as corridors among local habitat patches, facilitating movement of wildlife through the landscape.

> Wetland buffers in urban areas are particularly important in helping to moderate the impacts of altered hydrologic regimes and flooding.
>
> —City of Boulder, 2007

Local government interests in wetland buffer lands often include concern for management of stormwater, avoidance of hazards from flooding, protection of water supplies, and protection of property from future hazards that may be associated with global climate change. Protection of vegetated buffers may reduce the severity of water fluctuations and flooding due to storms (FIFMTF 1996) as buffers may increase

the flood storage capacity of wetlands by better attenuating storm runoff before it reaches the wetland (Wenger 1999).

As many as 5,000 local governments have taken some actions to protect at least some wetlands within their borders (Kusler 2003). Some local governments regulate activities in wetlands, and all local governments have clear jurisdiction over actions on the buffer lands that surround wetlands. In many important ways, local governments are better situated than state and federal environmental authorities to control activities on the lands that surround wetland resource areas, because they are not just concerned with wetland functions, but also with surrounding land uses and the benefits wetlands provide for their communities.

Federal regulations require developers and others to obtain permits from the U.S. Army Corps of Engineers to dredge or fill many wetlands. But many activities that affect small acreages, or that involve particular kinds of construction or development activities, are authorized under generic "general permits" or "nationwide permits" with minimal scrutiny and standard conditions. Further, some wetlands that are isolated or that lack sufficient connection to navigable waters and tributaries may be totally unregulated federally under recent Supreme Court decisions (*SWANCC v. U.S. Army Corps of Engineers* (2001) and *Rapanos v. United States* (2006)). And while about a third of the states have regulatory programs affecting one or more types of wetland, coverage varies substantially by wetland type, acreage, activity, and potential impact.

Where federal and state regulatory programs do not apply, local governments remain the sole source of protective authority. And even where federal or state programs provide for review and permitting of activities in wetlands, local governments still have an interest in ensuring the compatibility of the land use that occurs on and around these lands in order to maintain control of their patterns of development, community character, tax base, demand for services, and response to hazards (McElfish 2004).

The functions and services that wetlands provide may diminish if wetlands are surrounded by parking lots, buildings, and pollution-generating or other incompatible land uses that reduce their hydrologic functions, alter vegetation, and degrade habitat values. Relying on regulations and conservation measures that deal only with the wetland is like trying to operate a municipal swimming pool without any attention to the pipes, the deck, the lifeguard stations, and the condition of areas draining into the water. Such an approach is like operating a roadway with no shoulders, no sidewalks, no signals, no management of the right-of-way, and no provision for the water sheeting onto the road surface.

Wetland Buffers and Climate Change

Wetland buffers will enable local communities to protect themselves from known hazards associated with global climate change. In some regions, climate change will produce more extreme storm events, increase the number and intensity of floods, and alter the infiltration and conveyance capacity of stormwater and natural wetland systems. Sea level rise will threaten coastal communities, which depend upon the storm-buffering effects of coastal wetlands. Climate change will also change the volume and timing of snowmelt, alter groundwater supplies, and produce drought effects, making healthy wetland function even more critical for water supply and watershed resilience. An ordinance that protects wetland buffers will moderate the effects of drought and protect private and public property.

The upland area surrounding the wetland is essential to its survival and functionality. If a wetland area cannot absorb the stormwater it normally absorbs, the chances of flooding will increase further downstream; if the wetland cannot serve as home for wetland species and vegetation, community values and quality of life will be impaired. Local governments that have wetlands within their boundaries have the opportunity to conserve these resource lands and to control or compensate for activities and development that might impair their benefits to the community and the environment.

Elements of Wetland Buffer Ordinances

Local governments should address the following elements when drafting a wetland buffer ordinance or bylaw:

- ☐ Purpose of the Ordinance
- ☐ Wetlands Covered
- ☐ Definition of Buffer
- ☐ Activities Prohibited/Permitted
- ☐ Procedures for Review

- ☐ Affirmative Requirements
- ☐ Monitoring, Reporting, and Enforcement

Within each of these elements, local governments have used many approaches to achieve wetland buffer protection. Alternative approaches allow governments to address particular environmental concerns, property development issues, differing land uses, and practical and political constraints. Each element is discussed below, together with examples from local governments that have employed the alternatives. (All citations are to the relevant section numbers of the local ordinances referenced.)

☐ Purpose of the Ordinance

The ordinance should have an explicit statement of the purposes for which it is enacted. First, such a statement makes the scope of the ordinance clear. It informs the elected decision maker's choice about the type of regulatory approach that will accomplish the desired outcome, and it avoids both regulatory overreach and under reach (failure to include sufficient protection measures to achieve objectives). The purpose definition is particularly important in determining the size of a wetland buffer and defining the activities that will be prohibited, conditionally permitted, exempted, or authorized by right under the ordinance. It will define the extent to which the ordinance regulates the wetland area and the buffer, or whether it is primarily aimed at the buffer while leaving wetland regulation to federal or state oversight alone.

Second, the statement of purpose aids in the interpretation of the ordinance by those charged with carrying it out, such as zoning administrators and permitting authorities, inspectors, and code enforcement officers. It also assists landowners, developers, and citizens in understanding the ordinance and in conforming their proposals and activities to its provisions. This is particularly useful where the ordinance includes provisions that require application of performance standards, mitigation of authorized impacts on the buffer, and use of alternative design solutions.

Third, the statement of purpose defines the legal authority upon which the ordinance rests and so helps courts and administrative bodies sustain both its legality and its application to specific actions. The ordinance may draw on explicit state authorizations, such as in those states that authorize local governments to adopt wetland regulations or critical area protections; or it may draw on a broader array of public health, safety, and welfare justifications supported by the local government's police power. The ordinance may aim at a specific subset of issues within the local government's authority, such as prevention and control of flooding, prevention of water pollution, or protection of habitat, open space, recreation, and other issues. Where applicable, the ordinance may draw on "home rule" authority to supplement other legal authorizations.

Type of Ordinance

Defining the purpose of the ordinance will help the local government and its legal advisors determine the type of ordinance that will be most useful. Most local wetland buffer ordinances are part of the zoning code or land development regulations. In some cases they are contained in a separate natural resources code, or they implement state-enacted wetlands or critical areas laws. A few are included in subdivision regulations together with setback and dimension requirements. Some wetland buffers are part of local erosion control or stormwater management regulations. The local government may include buffer protection as part of an ordinance that specifies protections for the wetland itself, or it may adopt an ordinance regulating the buffer area while relying on federal or state provisions to address activities within the wetland.

Purposes for wetland buffer ordinances include natural resource protection, hazard avoidance, and public health and safety, among others. Commerce City, Colorado, specifies that its ordinance, which covers a number of resource concerns, is designed "to protect significant natural, historical, and agricultural resource features on the development site." (§21-43(b)(1)) Bay County, Florida's, ordinance declares that "wetlands are a valuable natural resource worthy of protection," and that its ordinance establishing a setback distance from wetlands is intended:

> to provide a buffer between wetlands and development, preserve water quality, limit sediment discharges, erosion, and uncontrolled stormwater discharges, and provide wildlife habitat. (§1909)

Some ordinances specify concern for mitigation

of hazards and protection of property. The purpose of Schaumburg, Illinois' wetlands, streams, and aquatic resources protection ordinance:

> shall be to protect persons and property within and adjacent to wetlands from potentially hazardous geological and hydrological conditions; prevent environmental degradation of the land and water; and ensure that development enhances rather than detracts from or ignores the natural topography, resources, amenities, and fragile environment of wetlands within the village. (§154.196)

Belle Isle, Florida, finds that "the preservation and protection of property rights of the people of the city require that mechanisms be established which will provide for the orderly regulation and preservation of environmentally significant and productive wetlands." (§48-62(a)(3))

Very comprehensive statements of purposes are found in the LaPorte, Indiana, ordinance, "to require planning to avoid or minimize damage to wetlands and lakes; to require that activities not dependent upon a wetland or shoreline be located at other sites;…to make certain that activities affecting wetlands and lakes must not threaten public safety or cause nuisances by: blocking flood flows, destroying flood storage areas, or destroying storm barriers, thereby raising flood heights or velocities on other land and increasing flood damages; causing water pollution through any means [including application of pesticides, increasing erosion, or increasing runoff of sediment and surface water]; and that activities in or affecting wetlands do not destroy natural wetland functions important to the general welfare [listing habitat, groundwater recharge, education and research, public rights in waters and recreation, and aesthetic and property values.]" (§82-563 to -565)

A model ordinance prepared by the Northeast Ohio Areawide Coordinating Agency provides a significant list of purposes that can be used by local governments considering their own ordinances:

> Establish consistent, technically feasible and operationally practical standards to achieve a level of storm water quantity and quality control that will minimize damage to public and private property and degradation of water resources, and will promote and maintain the health, safety, and welfare of the residents of the Community. Preserve to the maximum extent practicable the natural drainage characteristics of the community and building sites and minimize the need to construct, repair, and replace enclosed storm drain systems. Preserve to the maximum extent practicable natural infiltration and ground water recharge, and maintain subsurface flow that replenishes water resources, wetlands, and wells. Prevent unnecessary stripping of vegetation and loss of soil, especially adjacent to water resources and wetlands. Reduce the need for costly maintenance and repairs to roads, embankments, sewage systems, ditches, water resources, wetlands, and storm water management practices that are the result of inadequate storm water control due to the loss of riparian areas and wetlands. Reduce the long-term expense of remedial projects needed to address problems caused by inadequate storm water control.
>
> The specific purpose and intent of this part of these regulations is to regulate uses and developments within wetland setbacks that would impair the ability of wetland areas to: Reduce flood impacts by absorbing peak flows, slowing the velocity of floodwaters, and regulating base flow. Assist in stabilizing the banks of watercourses to reduce bank erosion and the downstream transport of sediments eroded from watercourse banks. Reduce pollutants in watercourses during periods of high flows by filtering, settling, and transforming pollutants already present in watercourses. Reduce pollutants in watercourses by filtering, settling, transforming and absorbing pollutants in runoff before they enter watercourses. Provide watercourse habitats with shade and food. Provide habitat to a wide array of aquatic organisms, wildlife, many of which are on Ohio's Endangered and/or Threatened Species listings, by maintaining diverse and connected riparian and wetland vegetation. Benefit the Community economically by minimizing encroach-

ment on wetlands and watercourse channels and the need for costly engineering solutions such as dams, retention basins, and rip rap to protect structures and reduce property damage and threats to the safety of residents; and by contributing to the scenic beauty and environment of the Community, and thereby preserving the character of the Community, the quality of life of the residents of the Community, and corresponding property values.

Nashua, New Hampshire's, purpose statement is:

in the interest of public health, safety and general welfare, to: Insure the protection of valuable wetland resources; prevent the harmful filling, draining, sedimentation, or alteration of wetlands; Prevent the destruction or significant degradation of wetlands which provide flood and storm control by the hydrologic absorption and storage capacity of the wetland; Protect fish and wildlife habitats by providing breeding, nesting, and feeding grounds for many forms of plant and animal life including rare, threatened, or endangered species; Protect subsurface water resources and provide for the recharging of ground water supplies; Provide pollution treatment to maintain water quality; Prevent expenditures of municipal funds for the purpose of providing and/maintaining essential services and utilities which might be required as a result of misuse or abuse of wetlands; Provide for those compatible land uses in and adjacent to wetland or surface waters which serve to enhance, preserve, and protect wetland areas as natural resources. (§16-571)

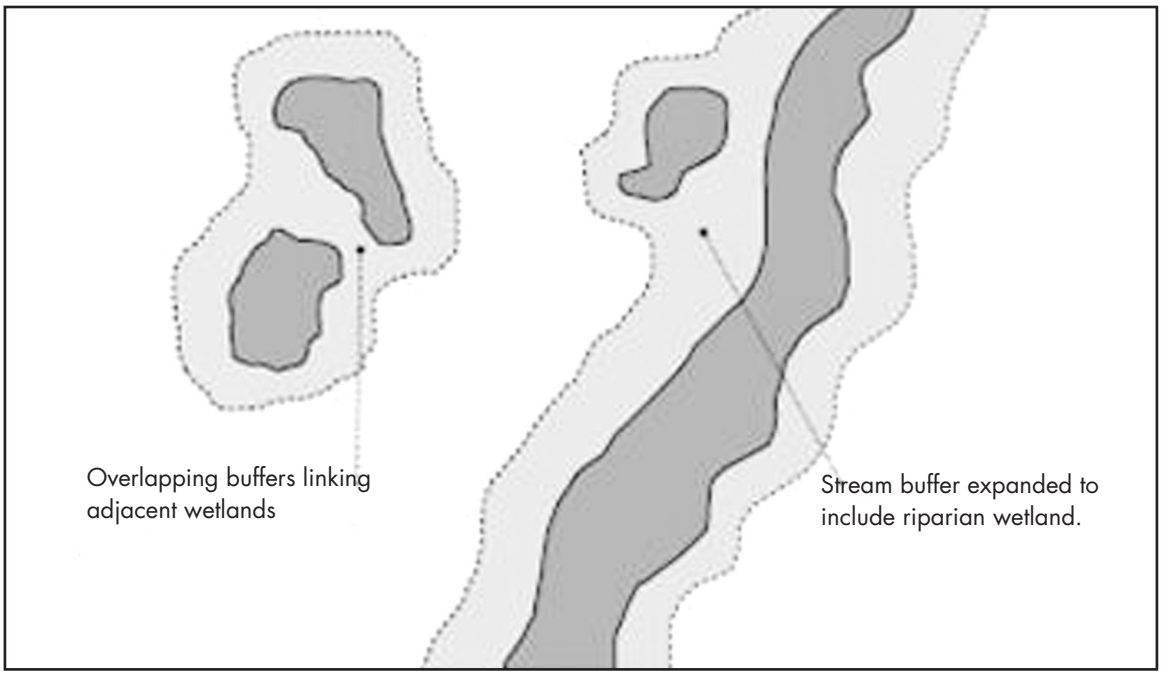
☐ Wetlands Covered

Local governments must determine which wetlands and waters to include within their buffer ordinances. Ordinances tend to exhibit ***four*** approaches to defining the wetlands to which local buffer requirements will be applied:

(1) The ordinance may cover ***all wetlands and waters***, as broadly defined in the ordinance, or it may reference the definitions of "waters of the state" or definitions of wetlands found in state laws or federal regulations. For example, the buffer ordinance may specify "wetlands," as in Chipley, Florida (§14.5-21), or "wetlands as defined by state law," as in Woodbury, Minnesota (§27-1).

(2) The ordinance may define ***specific wetland types or classes of wetlands*** that are protected under the ordinance. This approach may provide certain protections for tidal wetlands and different protections for nontidal wetlands. It may provide for protection of wetlands over a particular size (such as wetlands over one-half acre in area, as in Charlotte County, Florida, or wetlands over one-quarter acre in area, as in Lake County, Illinois). The ordinance may determine that buffer protections should be afforded to all wetlands over which federal jurisdiction exists under the Clean Water Act or under state wetlands laws, or it may specifically extend coverage to wetlands that *do not* receive protection under state and federal regulations. For example, Summit County, Colorado, protects wetlands as defined in the County ordinance, "notwithstanding any contrary determination by the U.S. Army Corps of Engineers."(§7105.1(A)) Some towns in New York offer protections for wetlands under 12.4 acres, the lower limit of the state's wetland program jurisdiction. Some of the ordinances we reviewed (although less than a quarter) provide different buffer protections for different classes of wetlands, using either state or local wetland quality or vulnerability ranking schemes. For example, Nashua, New Hampshire, prescribes a 75-foot nondisturbance buffer for "primary wetlands" as defined under state law, 40 feet for "critical wetlands," and 20 feet for other wetlands over one acre. (§16-575).

(3) The ordinance may be primarily aimed at the protection of ***stream and river corridors and floodways*** (riparian corridors), but provide for the inclusion and protection of wetlands where they are found within or adjacent to these areas. Most such ordinances provide for the expansion of the riparian buffer distance to a greater extent than would be required were such wetlands not present. For example, Summit County, Ohio's, riparian buffer ordinance provides that whenever wetlands protected under federal or state law are identified within the riparian setback (which is itself 30-300 feet depending on the size of the drainage



After *Cappiella* et al. *2005*

area), "the riparian setback shall consist of the full extent of the wetlands plus the following *additional* setback widths" from the outer boundary of the wetland —50 feet, 30 feet, or zero additional feet, depending upon the type of wetland. (§937.05(e3))

(4) Some local government wetland ordinances protect ***specifically identified, mapped wetlands*** within the jurisdiction, rather than relying on definitions. Schaumburg, Illinois', wetlands, streams, and aquatic resources overlay district applies to areas designated on the town's zoning map. (§154.196) Pickens County, Georgia's, ordinance applies to developments within 50 feet of a defined "wetlands protection district" boundary, as defined by the County's Health Department. This district specifically includes all land mapped as wetlands by the federal government's National Wetlands Inventory Maps. (§§12-26-124, 12-26-125) Oregon City, Oregon, applies wetland buffer protection to "Title 3 wetlands," defined as those wetlands of metropolitan concern as shown on the water quality and flood management area map and other wetlands added to city or county-adopted water quality and flood management area maps. (§17.49.040) Lewiston, Maine, applies its 250-foot regulatory review buffer (and 75 foot minimum setback) to "ten (10) acre or greater wetlands, located in the City of Lewiston, as shown" on a specifically-referenced set of Maine Department of Environmental Protection maps dated 1989, and identified by specific identification numbers on those maps. (§34.2(B)(2)) Strommen et al. (2007) advise using an adopted local wetland map.

☐ Definition of Buffer

Local governments use numerous approaches when defining wetland buffers. Ordinances may define a regulated area where scrutiny will be exercised over activities near wetlands, or define a non-disturbance area where natural vegetation must be maintained. Sometimes these are the same—so that there will be no disturbance, with limited exceptions by permit, throughout the entire defined regulatory buffer. In other instances, the ordinance will define a larger area of regulatory scrutiny, with limited uses by permit, and then define a smaller non-disturbance area nearest the wetland margins. Some ordinances prescribe a non-disturbance buffer area, but then establish an additional setback distance for buildings from the outer edge of the buffer. Because of these variations, simply comparing the number of feet prescribed in various buffer ordinances is not informative by itself. What matters

is how the buffer ordinance defines what activities are allowed and not allowed in the defined areas.

The Science of Buffers for Wetlands

In adopting a buffer and defining its dimensions, the local government must rely on good science, both to achieve effective results and to meet any legal challenges. A large scientific literature examines effective buffer sizes for water quality and wildlife habitat. In general, wide and densely vegetated buffers are better than narrow and sparsely vegetated buffers. However, the buffer size necessary to provide a particular level of function depends on the functions of the wetland, the wetland's relative sensitivity (as influenced by water retention time and other factors), the characteristics of the buffer, the intensity of adjacent land use, and watershed characteristics. A multi-function buffer should be sized to meet all of the functions identified as being locally important.

Water Quality & Buffers

Wetland buffers protect the water quality of wetlands by preventing the buffer area itself from serving as a source of pollution, as well as by processing pollutants that flow from upland areas. Water quality benefits vary not just with the size of the buffer, but also with the flow pattern, vegetation type, percent slope, soil type, surrounding land use, pollutant type and dose, and precipitation patterns (Adamus 2007, Wenger 1999, Sheldon et al. 2005). Both the type and intensity of surrounding land uses are key factors determining the effectiveness of wetland buffers in protecting water quality. Variations in water quality have been correlated over extended distances with quantity of intense urban land use in the contributing area, forest cover, and proximity of road crossings (Houlahan and Findlay 2004, Wilson and Dorcas 2003). Intense urbanization, agriculture, and concentrated timber harvests can increase the amount of sediments and contaminants in surface runoff, cause changes in hydrology, and increase the severity of water fluctuations in a wetland during storm events. Vegetation and deep permeable soils in the buffer slow down surface flow, allow for infiltration before runoff reaches valuable wetlands, and inhibit the formation of channelized flow, improving removal of sediments and nutrients. Buffers that include both forested and grassy vegetation may be most effective at removing both sediments and nutrients, especially in agricultural areas. Buffer effectiveness, however, can be reduced over the long term by activities that destroy vegetation or compact or erode soils, causing rills and gullies. Effectiveness in the short term may diminish if sediment and nutrients are added too quickly or in chronically high concentrations.

Depending on site conditions, much of the sediment and nutrient removal may occur within the first 15-30 feet of the buffer, but buffers of 30-100 feet or more will remove pollutants more consistently. Buffer distances should be greater in areas of steep slope and high intensity land use. Larger buffers will be more effective over the long run because buffers can become saturated with sediments and nutrients, gradually reducing their effectiveness, and because it is much harder to maintain the long term integrity of small buffers. In an assessment of 21 established buffers in two Washington counties, Cooke (1992) found that 76% of the buffers were negatively altered over time. Buffers of less than 50 feet were more susceptible to degradation by human disturbance. In fact, no buffers of 25 feet or less were functioning to reduce disturbance to the adjacent wetland. The buffers greater than 50 feet showed fewer signs of human disturbance. Cooke concluded that the effectiveness of buffers to protect adjacent wetlands is increased when fewer lots are present, buffers are larger and vegetated, and buffers are owned by landowners who understand the purpose of the buffer. Tougher monitoring and enforcement of buffer requirements should also help.

Wildlife Habitat & Buffers

Wetland buffers maintain or serve directly as habitat for aquatic and wetland-dependent species that rely on complementary upland habitat for critical stages of their life-history (Chase et al. 1997). Buffers also screen adjacent human disturbance and serve as habitat corridors through the landscape. The appropriate buffer size for habitat functions will depend on the resident species, the life-history characteristics of the species, the condition of the wetland and the wetland buffer, the intensity of the surrounding land use, and the function the buffer is to provide. Adamus (2007) suggests that the buffer size determination consider

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Science of Water Quality Buffers

A considerable amount of research addresses the size of buffers needed to remove sediments, phosphorous, nitrogen, and other pollutants.

Sediments

Buffers remove sediments and attached nutrients, toxics, and pesticides by reducing the velocity of surface flow, allowing the suspended solids to settle out on the surface and/or filter through the soil. A significant percent of the sediment in surface flows may be removed in a 15-30 foot buffer, but sediments may be more consistently removed by buffers of 30-100 feet (Dillaha et al. 1988, 1989, Magette et al. 1989, Schoonover et al. 2006). Progressively larger buffers may be required to filter out incrementally greater amounts of sediments (Wong and McCuen 1982, as cited in Wenger 1999, EOR 2001). From their review of the literature, Sheldon et al. (2005) suggest that coarse sediments are likely removed efficiently in the first 16-66 feet of a buffer, and removal of finer particles may require buffers of at least 66 feet. Locations with high sediment loads and steep slope may also require wider buffers, as sediment removal efficiency decreases as slope increases (Wenger 1999, Sheldon et al. 2005). Wider buffers also may be necessary to maintain sediment removal efficiencies over time as buffers become saturated with sediments (Wenger 1999). The ability of a buffer to remove sediment is highly dependent on sediment-laden water entering the buffer surface via sheet flow rather than via highly focused flows (Wigington et al. 2003, and references in Sheldon et al. 2005). Water confined mainly in ditches, incised channels, subsurface pipes, and other types of highly focused flows does not allow much contact with buffer vegetation and often is not sufficiently slowed to allow sediment removal, reducing the pollution-filtering capability of the buffer. Riparian vegetation, litter, and woody debris on the surface can reduce the velocity of surface flow, allowing more contact with vegetation and soils and inhibiting the formation of incised channels and gullies (Lowrance and Sheridan 2005, Sheldon et al. 2005). In addition, buffers with low gradient slope are more effective for the same reasons. The use of level spreaders, grass filter strips, or other structural techniques also can encourage sheet flow through buffers (Wenger 1999). If stormwater pipes cross a buffer entirely underground before emptying into a wetland, the runoff purification purpose of the buffer will obviously be defeated.

Phosphorous

Much of the phosphorous entering a buffer is attached to sediments, which can be removed as suspended solids are filtered by the buffer (Wenger 1999). Much of the phosphorous may be removed within the first 15-30 feet of the buffer, but phosphorous may be more consistently removed by buffers of 30-100 feet (Dillaha et al. 1988, 1989, EOR 2001, Kuusemets and Mander 1999, Lowrance and Sheridan 2005, Syverson 2005). Buffers can become saturated with phosphorous and generally cannot provide long term storage of phosphorous, but they can help to regulate the flow of phosphorous and prevent large pulses of the nutrient from reaching the wetland (Wenger 1999). Vegetation management (haying, grazing) may help to permanently remove some phosphorus from the system (Wenger 1999).

Nitrogen

Subsurface flow is the dominant water flow route through many buffers and wetlands. Nitrogen is removed primarily through conversion of nitrate to nitrogen gas by denitrifying bacteria and by vegetative uptake. This occurs primarily in the upper few feet of a buffer's soil or a wetland's sediment. Removal efficiencies are generally high (see Table 1 in Mayer et al. 2005). However, nitrogen removed via vegetative uptake can be released back to the system as plants die and decompose. Nitrogen also enters a buffer as particulate nitrogen attached to sediments, which can be removed as suspended solids are filtered by the buffer. Mayer and colleagues (2005) recently completed a comprehensive review and synthesis of the literature pertaining to the nitrogen removal function of riparian buffers. From their interpretation of that literature, they suggested that narrow buffers, 3.3 – 49.2 feet, can be effective at removing nitrogen, but wider buffers, >164 feet, more consistently remove significant amounts of nitrogen. They suggest 50%, 75%, and 90% nitrogen removal efficiencies (through both surface and subsurface flow) would occur in buffers of approximately 10 feet, 92 feet, and 367 feet wide, respectively, depending on buffer characteristics and nitrate loading rates. Based on a review of some of the same literature, Wenger (1999) suggested that a minimum of 50 feet is necessary for effective nitrogen removal, and depending on the soils (wet organic soils being the best), 100 feet or more would include more areas of denitrification activity and provide more nitrogen removal. Buffers of various vegetation types may be temporarily effective in retaining nitrogen being carried in the *subsurface* flow. High levels of organic carbon in the soil, saturated soil, anoxic or low oxygen conditions, and extended contact of the groundwater with the root zone of riparian vegetation are necessary for effective microbial denitrification and plant uptake of nitrogen. Removal of subsurface nitrate is highest when these soil conditions are maintained (Correll 1997, Wenger 1999), and these criteria may be more important than width in determining the effectiveness of the buffer (Mayer et al. 2005). For example, Vidon and Hill (2004) found that a 50 foot buffer was effective at removing 90% of the nitrate at locations with loamy soils, but at locations with sand and cobble sediments (soils with less organic matter), the buffer width required for 90% nitrate removal ranged from 82 ft to 577 feet. In order to maintain the nitrogen removal effectiveness of buffers, soil compaction, gullying, increases in impervious surfaces in the buffer, and exces-

sive removal of leaf litter or ground cover should be minimized (Mayer et al. 2005).

Other Pollution

A few studies have shed some light on effective buffer widths for removing fecal coliform and other pathogenic microorganisms. In one study, a 30 foot buffer that had been treated with poultry manure was able to remove 34-74 % of the fecal coliform. However, the resulting runoff still exceed the primary contact standard (Coyne et al. 1995). Toxics (pesticides and metals) may also be partially removed through filtration of sediments by the buffer (Sheldon et al. 2005), and temporarily, through vegetative uptake (Gallagher and Kibby 1980). Urban buffers are thought to be generally good at removing hydrocarbons and metals from surface runoff (Herson-Jones et al. 1995, as cited in Wenger 1999).

Limitations

There are many limitations to the conclusions about buffer widths that can be drawn from the scientific literature on buffers. More studies focus on buffers to protect stream and river functions than on wetlands. Also, many buffer studies are not conducted year-round, although water quality effects vary across seasons. Further, much of the science examining the effectiveness of buffers to remove pollutants describes the percentage of pollutant reduced by the buffer, but more rarely whether the buffer enabled the receiving water body to meet water quality standards. Finally, most studies tend to evaluate effects of specific buffer sizes rather than to derive buffer distances from conditions. Nevertheless, the scientific literature, if interpreted cautiously by experts in biogeochemistry and wildlife, can help municipalities determine the dimensions and characteristics of an effective wetland buffer (Sheldon et al. 2005).

Science of Wetland Habitat Buffers

Many of the buffer studies in the scientific literature make conclusions on appropriate buffer sizes for wildlife habitat based on how far individuals range from the wetland or water body for breeding or other life-cycle needs. The Environmental Law Institute's (2003) review of the science found that effective buffer sizes for wildlife protection may range from 33 to more than 5000 feet, depending on the species. Specific information on ranges for birds, mammals, reptiles, and amphibians has been developed:

Birds: from 49 to over 5000 feet (ELI 2003, Fischer 2000).
Mammals: between 98 and 600 feet (ELI 2003).
Reptiles & Amphibians: In a review of the literature, Semlitsch and Bodie (2003) found that core terrestrial habitat for reptiles associated with wetlands ranged between 417 and 948 feet, and for amphibians 521and 951 feet. They suggest preserving core habitat plus an additional 164 foot (50 meter) buffer to minimize edge effects. However, little guidance is given concerning what type and density of buffer vegetation is acceptable for protecting particular species.

The type and intensity of surrounding land uses will affect the wildlife habitat function of a buffer. For example, studies have shown that amphibian species richness declines with increasing urban land use and road density (Rubbo and Kiesecker 2005, Houlahan and Findlay 2003). Marsh bird community integrity has been shown to decline significantly when the amount of urban/suburban development within 500 m and 1000 m of the marsh exceeds 14% and 25%, respectively (DeLuca et al. 2004). Well designed buffers must be employed in combination with comprehensive land use planning that maintains a landscape containing relatively large, intact habitat areas in order to further habitat conservation goals.

Buffers can screen light, noise, domestic pets, and human presence from wetland wildlife (Castelle et al. 1992). The level of human disturbance in a buffer will likely depend on the intensity of adjacent land uses (Cooke 1992), thus buffer sizes should be increased with increasing intensity of land use. Buffers of at least 50 feet are likely necessary to maintain buffer effectiveness over time (Cooke 1992).

In general, forested buffers will be best around forested and scrub-shrub wetlands for forest species, but grassy and herbaceous vegetation may be most effective in other locations and for other species (Adamus 2007). Buffers with greater structural complexity will usually support more species (Shirley 2004), although buffers with less complexity can be more favorable to particular species that may be locally rare. Native vegetation is more likely to be effective at conserving native wildlife (Wenger 1999). Parkyn et al. (2000, as cited in Parkyn 2004) suggest that a buffer of 33–66 feet is necessary for sustaining native vegetation in some wetlands.

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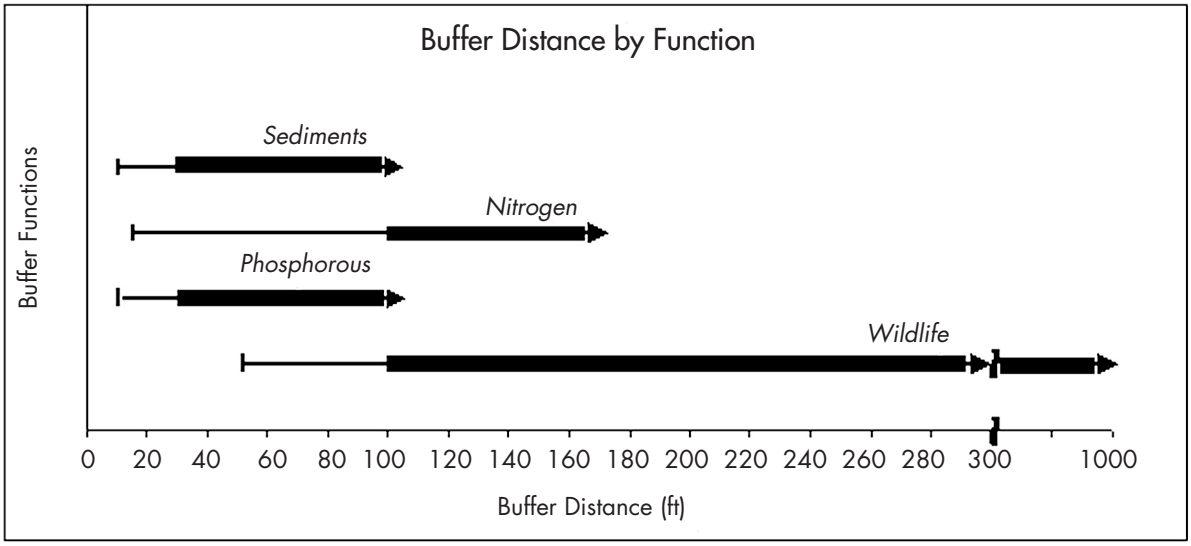

Effective buffer distance for water quality and wildlife protection functions. The thin arrow represents the range of potentially effective buffer distances for each function as suggested in the science literature. The thick bar represents the buffer distances that may ***most*** *effectively accomplish each function (30 - > 100 feet for sediment and phosphorous removal; 100 - > 160 feet for nitrogen removal; and 100 - >300 feet for wildife protection. Depending on the species and the habitat characteristics, effective buffer distances for wildlife protection may be either small or large.*

all of the buffer functions relevant to habitat including removing pollutants, limiting disturbance by humans, limiting the spread of non-native species into wetlands, helping maintain microclimatic conditions, and providing habitat for native wetland-dependent species that require both wetland and upland habitats. The Environmental Law Institute's (2003) review of the science found that effective buffer sizes for wildlife protection may range from 33 to more than 5000 feet, depending on the species. The State Wildlife Action Plans (www.teaming.com), developed by fish and wildlife agencies in all fifty states, are good sources of relevant information on native species, species of conservation concern, and their habitat requirements. These data can be supplemented by consulting local biologists to tailor buffer sizes to specific habitat types, species, and landscapes.

Approaches to Setting Buffer Distances

There are a number of alternative approaches to setting the buffer distance—usually defined in feet measured horizontally from the edge of the defined wetland. Many ordinances simply prescribe a fixed buffer distance for all wetlands subject to the ordinance (*e.g.*, 75 feet or 100 feet). Others vary the prescribed distance depending upon the type of wetland or the quality of wetland from which the buffer is extended (*e.g.*, 75 feet from least vulnerable wetland type; 100 feet from most vulnerable). Others further vary the buffer distance to account for slope toward the wetland—requiring wider buffers where slopes are steeper because negative impacts from land-disturbing activities, including concentrated water flows, are likely to increase with increasing slope. Some ordinances vary the buffer distances based on the type or intensity of land use—requiring larger buffers for more intensive land uses potentially affecting the wetland area. In contrast, some ordinances require or allow the zoning administrator to establish or vary buffers on a case-by-case basis. These ordinances usually prescribe the factors that must be taken into account and the information to be supplied by an applicant, but then rely on performance standards in the ordinance to drive the buffer distance decision. In another approach, Strommen et al. (2007) suggest an ordinance that regulates the entire drainage area contributing surface or subsurface

flow to sensitive wetlands, with defined buffer protections within this area.

Enacted local government buffer ordinances show a wide range of wetland buffer dimensions. The lowest we found was 15 feet measured horizontally from the border of the wetland, with the highest approximately 350 feet. Several ordinances set 500 feet as a distance for greater regulatory review of proposed activities, but do not require nondisturbance at this distance. Often the ordinances provide a range of protections, with nondisturbance requirements nearest the wetland and various prohibitions and limitations as the distance from the wetland increases. Among the ordinances we examined, the largest number of ordinances clustered around nondisturbance or minimal disturbance buffers of 50 feet or 100 feet, with variations (usually upward variations) beyond these based on particular wetland characteristics, species of concern, and to account for areas with steeper slopes. The largest ordinance-prescribed buffer distances (350 feet or more) tended to be for tidal wetlands and vernal pool wetlands.

Local governments, in general, use five approaches in defining buffer distances.

(1) Fixed Nondisturbance Buffer. Some local ordinances provide for a fixed buffer distance within which disturbance activities are prohibited (or strictly limited). For example, Casselberry, Florida, requires wetland buffers of 50 feet. (§3-11) Virginia cities and counties subject to the state's Chesapeake Bay Preservation Act establish "resource protection areas" of a 100-foot vegetated buffer landward of tidal and certain nontidal wetlands, as in Petersburg, Virginia (§122-76) and Henrico County, Virginia (§24-106.3). Some local buffer ordinances are "setback" ordinances. For example, Bay County, Florida, prohibits construction of any building or structure within 30 feet of any wetland. (§1909) The Northeastern Ohio Model Ordinance provides for a 120-foot or 75-foot "setback" from Ohio EPA Category 3 and 2 wetlands, respectively. Summit County, Colorado, and LaPorte, Indiana, each provide that soil disturbances and structures are prohibited within 25 feet of a wetland. (§7105.1(A); §82-561)

(2) Nondisturbance Buffer plus Additional Setback. Some ordinances prescribe a fixed nondisturbance wetland buffer, and then prescribe an *additional* setback distance for structures from the edge of the wetland buffer. The idea is that the prescribed nondisturbance buffer protects the wetland, and that buildings should not be constructed on the buffer's edge if a functional buffer is to be maintained. Baltimore County, Maryland, provides for a nondisturbance buffer of 25 feet from nontidal wetlands in accordance with the state nontidal wetlands law (75-100 foot buffers apply if associated with a stream, and 100-300 feet if a tidal wetland), but then further provides that residential buildings must be set back an *additional* 35 feet and commercial buildings an additional 25 feet *from the edge of the buffer*. (§§33-2-303, 33-2-401, 33-2-204(c), 33-3-111(d)) Charleston, South Carolina, defines "critical line" wetland buffers of a minimum of 25 to 40 feet based on zoning districts, but then further provides that all buildings must be set back a minimum of ten feet from the edge of the required buffer. (§54-347.1a3)

(3) Regulated Buffer Area with Minimum Nondisturbance Area. Another approach defines the buffer in terms of the area within which *regulatory scrutiny* will be applied to limit uses by permit or other review. Monroe County, New York, regulates a 100-foot "adjacent area" to freshwater wetlands. (§377-1 *et seq.*) Permits are required for activities within this area. Many jurisdictions supplement this regulated area with a prescribed minimum nondisturbance zone immediately adjacent to the wetland. Polk County, Wisconsin, provides for regulation of shorelands within 1000 feet of the ordinary high water mark of any navigable lake or pond or flowage, and within 300 feet of any navigable river or stream or floodplain including wetlands. It then provides *within* these fairly substantial regulated areas for a 75-foot minimum setback with a 35-foot vegetated protective area immediately adjacent to the wetlands or waters. (Art.7, 11(C)) New Lenox, Illinois, provides for the regulation of all lots lying wholly or in part within 100 feet of the edge of a wetland, while requiring a minimum nondisturbance set-back of 75 feet from the edge of the wetland (with only very minimal activities allowed by permit) and a minimum natural vegetation strip of 25 feet from the edge of the wetland. (§§38-131 to -133) Lewiston, Maine,

regulates all areas within 250 feet of the upland edge of all ten-acre or larger wetlands, and requires that all structures must be set back at least 75 feet from the wetland edge with no variances, and that a "natural vegetative state" must be maintained for the first 50 feet. (§34.2) Croton-on-Hudson, New York, does this in reverse by first specifying a mandatory nondisturbance area of 20 feet adjacent to the wetland, and then the regulatory "minimum activity setback" extending an additional 100 feet from the edge of the nondisturbance buffer. (§227-3).

Massachusetts' state wetlands protection act, which is locally administered by municipal conservation commissions, provides for a 100-foot regulated buffer area, and a permit process that applies to both the buffer and the wetland. (110 Mass. Gen. L. 131 §40) Many municipalities have adopted variations on this regulatory approach. Barnstable, Massachusetts, using home rule authority as well as the state wetlands law, has added a provision that requires an undisturbed area of 50 feet adjacent to the wetland, and further provides that any structures permitted within the 100 foot regulated buffer must be located within the 20 feet of the landward margin of the buffer (viz. 80 feet from the wetland). (§704-1) Sturbridge, Massachusetts, specifies various regulatory buffer areas greater than the state-required 100 feet (e.g. 200 feet for freshwater wetlands), and prescribes minimum nondisturbance areas ranging from 25 feet to 200 feet, depending upon the wetland resource. (§1.4)

(4) Matrix Based on Listed Factors. Some ordinances include a matrix of wetland types, slopes, habitats, and land use intensities, which are then used to define the extent of the buffer. For example, Sammamish, Washington, prescribes a set of buffers based on four distinct categories of wetlands initially defined by their wetland functions, and further modified by the habitat scores for each of these wetlands (see Table below).

Under the ordinance, Sammamish's development department may further increase the required buffer distance by the greater of 50 feet or a distance necessary to protect the functions and values of the wetland as well as to provide connectivity whenever a Category I or II wetland with a habitat score of 20 or greater is located within 300 feet of another Category I or II wetland, a fish and wildlife conservation area, or a stream supporting anadromous fish. Required buffers may be reduced if the impacts are mitigated and result in equal or better protection of wetland functions. (§21A.50.290)

Since 1984, Island County, Washington, has had an ordinance that takes into account wetland type, wetland size, and land use zones. The County has recently revised the ordinance for new development proposals

Wetland Category		Standard Buffer Width (ft)
Category I:	Natural Heritage or bog wetlands	215
	Habitat score 29-36	200
	Habitat score 20-28	150
	Not meeting above criteria	125
Category II:	Habitat score 29-36	150
	Habitat score 20-28	100
	Not meeting above criteria	75
Category III:	Habitat score 20-28	75
	Not meeting above criteria	50
Category IV:		50

Sammamish, Washington, ordinance: Wetlands rated according to the Washington State Wetland Rating System for Western Washington (Washington Department of Ecology, 2004, or as revised).

to base buffer distance which can range from 15 to 300 feet in width, primarily on intensity of surrounding land uses, habitat structure within and around a wetland (as scored with a simple checklist that landowners may use), and wetland sensitivity. The ordinance considers depressional "isolated" wetlands that lack outlets to be more sensitive to degradation due to accumulating sediment and bioaccumulation of contaminants and requires these wetlands to have wider buffers. Some wetlands surrounded by steep slopes or highly erodible soils are also required to have wider buffers. Island County also requires wider buffers for several carefully-defined wetland types, due to their high ecological value or sensitivity: (A) bogs, coastal lagoon wetlands, delta estuary wetlands, mature forested wetlands, (B) large non-estuarine ponded wetlands, anadromous fish stream wetlands, wetlands associated with a bog, coastal lagoon or delta estuary, (C) other estuarine wetlands, resident salmonid stream wetlands, mosaic wetlands, and (D) native plant wetlands and small ponded wetlands. The County prepared a series of tables that show buffer widths required for various combinations of these factors (e.g., intensity of surrounding land use, wetland structure, and slope). (§17.02B.090). See Appendix II.

Another example is Bensalem, Pennsylvania, which prescribes varying wetland buffer distances within natural resource protection overlay districts based on the underlying land use zoning. The buffer distance ranges from 20 feet in agricultural zones, to 100 feet in general industrial zones. (§ 232-57) The ordinance's standards require the buffer to be maintained in 80 percent natural vegetative cover.

(5) Case by Case Buffer Determinations. A number of wetland buffer ordinances do not specify a numerical distance, but require the applicant to submit information sufficient to allow the local government to specify the buffer distance based on performance standards. For example, Commerce City, Colorado, requires that the buffer must be sized to ensure that the natural area is "preserved" and expressly provides that the director of community development may increase or decrease the buffer to meet the goals of the ordinance; however, it further provides that the buffer for wetlands will in no case be less than 25 feet. Woodbury, Minnesota, provides for a minimum natural vegetated buffer of 15 feet, but further provides that the city reserves the right to require up to a 75-foot undisturbed buffer where "in the opinion of the city" the area contains "significant natural vegetation in good condition," or up to a 25-foot buffer where "useful for water quality improvement, wildlife habitat, a greenway connection, or any other wetland function or value."(§27-4(b))

Alachua County, Florida, provides for a case-by-case performance standard buffer, but also provides for a numerical default value when sufficient information is not available to support a case-by-case determination. The buffer:

> shall be determined on a case-by-case basis after site inspection by the county, depending upon what is demonstrated to be scientifically necessary to protect natural ecosystems from significant adverse impact. (§406.43)

The county requires the following factors to be considered in making the case-by-case determination: 1) Type of activity and associated potential for adverse site-specific impacts; 2) Type of activity and associated potential for adverse offsite or downstream impacts; 3) Surface water or wetland type and associated hydrological requirements; 4) Buffer area characteristics, such as vegetation, soils, and topography; 5) Required buffer area function (*e.g.,* water quality protection, wildlife habitat requirements, flood control); 6) Presence or absence of listed species of plants and animals; and 7) Natural community type and associated management requirements of the buffer. (§406.43) Where sufficient scientific information is not available, the ordinance prescribes default values with an average buffer distance of 50 feet, and minimum of 35 feet for wetlands less than or equal to a half acre; 75/50 feet for wetlands greater than half acre; 150/75 feet where listed species are documented; and 150/100 feet where the wetland is an outstanding resource water. (§406.43(c))

Crestview, Florida's, ordinance provides:

> The size of the buffer shall be the minimum necessary to prevent significant adverse effects on the protected environmentally sensitive area. §102-202(e)(1).

Fife, Washington's, ordinance specifies buffer distances, but further provides that:

> The community development director shall require increased standard buffer zone widths on a case by case basis when a larger buffer is necessary to protect wetlands functions and values based on local conditions. This determination shall be supported by appropriate documentation showing that it is reasonably related to protection of the functions and values of the regulated wetland. Such determination shall be attached as a permit condition and shall demonstrate that: A. A larger buffer is necessary to maintain viable populations of existing species; or B. The wetland is used by species proposed or listed by the federal government or the state as endangered, threatened, rare, sensitive or monitor, critical or outstanding potential habitat for those species or has unusual nesting or resting sites such as heron rookeries or raptor nesting trees; or C. The adjacent land is susceptible to severe erosion and erosion control measures will not effectively prevent adverse wetland impacts; or D. The adjacent land has minimal vegetative cover or slopes greater than 15 percent. (§17.17.260)

This approach requires more information at the application stage and also requires the administrator to have sufficient technical capacity to make a legally sufficient and sustainable choice.

Transitional Provisions

Some buffer ordinances have imposed more stringent requirements on new development than on existing development or subdivisions previously recorded. This may, in some cases, recognize "vested rights" in development conditions, but more often it represents a way of avoiding potential legal contests over the applicability of newer environmental regulations while still asserting some controls over prior and pending developments. Casselberry, Florida, for example, requires a 50 foot buffer; but provides that "buffers shall be 25 feet on lots less than five acres created prior to February 17, 1992."(§3-11.1(C)) Summit County, Colorado, exempts single family and duplex residential construction (but not other construction) on lots platted before the 1996 adoption of the county's first wetland regulations. (§7105.1(A))

Buffer Averaging and Minimum Distances

Some buffer ordinances that set specific and minimum buffer dimensions allow the local government to accept buffer averaging in order to accommodate variability in terrain or to accommodate development plans. For example, a wetland normally entitled by ordinance to a 75-foot minimum buffer may be able to tolerate a 50-foot buffer over part of its margin if a wider buffer is provided along another part. This may depend upon such issues as water flow, topography, habitat and species needs, and other factors that can best be assessed on a case-by-case basis. Port Townsend, Washington allows buffer averaging if the applicant demonstrates that the averaging will not adversely affect wetland functions and values, that the aggregate area within the buffer is not reduced, and that the buffer is not reduced in any location by more than 50 percent or to less than 25 feet. Woodbury, Minnesota allows buffer averaging where averaging will provide additional protection to the wetland resource or to environmentally valuable adjacent uplands, provided that the total amount of buffer remains the same.

☐ **Activities Prohibited/Permitted**

Many ordinances simply prohibit all disturbance, excavation, or building within the buffer, and then provide a separate list of activities that may be authorized by permit, or that are exempt from the ordinance. Massachusetts local ordinances typically provide that except as permitted by the local conservation commission or as provided in the local ordinance, "no person shall commence to remove, fill, dredge, build upon, degrade, discharge into, or otherwise alter" the protected wetland and buffer area.

Many wetland buffer ordinances also include outright prohibitions of particular activities, such as solid waste facilities, dams, and septic systems. LaPorte, Indiana, provides that "no building, structure, street, alley, driveway, or parking area shall be placed within a wetland district;" and further prohibits placement of any development that will allow "surface water runoff" to be "directed or flow into a wetland district," except by permit allowing such flow, and excepting a single-family dwelling that may result in such flow. (§82-606)

Many ordinances prohibit the use of wetland buffers for stormwater retention ponds, requiring that

such structures be located outside the buffer. Oregon City, Oregon, allows new stormwater quantity and quality control structures to encroach "a maximum of 25 feet" upon a required buffer, but requires the area of encroachment to be replaced by an equal area of buffer on the property, requires good water quality at the outfall, and requires a determination of no significant negative impact as a result of the changes. (§17.40.050(H)(6))

Some buffer ordinances do not list prohibited activities (or all prohibited activities), but state that buffer conditions must remain sufficient to protect the wetland or its functions. This requires the administrator of the ordinance to make findings supported by information on the anticipated impacts. For example, the Cape Cod Commission's Model Wetlands and Wildlife Bylaw provides that "No project shall be permitted which will have an adverse effect on a vernal pool or any naturally vegetated land area within 350 feet of a vernal pool by altering topography, soil structure, plant community composition, hydrologic regime and/or water quality in such a way as will result in any short-term or long-term adverse effect upon the vernal pool. No diversion of any new stormwater runoff into the vernal pool shall be permitted." (§IB2)

New Lenox, Illinois, allows only the following activities, by permit, within the 75 foot buffer: 1) limited filling and excavating necessary for the development of public boat launching ramps, swimming beaches, park shelters or similar structures, 2) land surface modification for the development of stormwater drainage swales between the developed area of the site (including a stormwater detention facility on the site) and a stream, lake or pond, or wetland, 3) installing piers for the limited development of walkways and observation decks, subject to mitigation by an equal area of wetland habitat improvement, and 4) modification of degraded wetlands for purposes of stormwater management where the quality of the wetland is improved and total wetland acreage is preserved. The ordinance requires that where such modification is permitted, wetlands shall be protected from the effects of increased stormwater runoff by measures such as detention or sedimentation basins, vegetated swales and buffer strips, and sediment and erosion control measures on adjacent developments, and that the direct entry of storm sewers into wetlands shall be avoided. (§38-132) [*See* Appendix for full text.]

Many buffer ordinances identify a limited number of essential or water-dependent uses that are allowed as conditional uses by permit. For example, Charlotte County, Florida, provides that wetland buffers shall be maintained in a completely natural state except for the minimum disturbance necessary to provide: shoreline access to riparian property owners; the construction of utility crossings and shoreline stabilization structures permitted by federal and state regulatory agencies; the construction of bridges, drainage conveyances, and fences; and the removal of exotic vegetation. (§3-5-348(b)) Polk County, Wisconsin, allows limited uses within the buffer by permit; these include roads essential for agriculture or silviculture where no alternative alignment is practicable, water dependent uses, recreation, utility crossings, and aquatic uses compatible with wetland preservation. (Art.7(D)(4))

Many ordinances also identify a set of limited-impact activities that are allowed within the buffer without review or permit. Pickens County, Georgia's, ordinance exempts conservation activities, outdoor passive recreation, forestry or agriculture conducted under state-approved Best Management Practices, education, science research, and nature trails. (§26-126) The Cape Cod Commission's model ordinance authorizes planting of native vegetation and habitat management to enhance the wetland values, unpaved pedestrian access paths no wider than 4 feet, maintenance of existing utility crossings and stormwater structures, new utility lines where the proposed route has been determined to be the best environmental alternative, and accessory structures for existing houses where there is no feasible alternative and placement is as far from the wetland as possible, subject to review and approval by the Commission. (§IIB2)

☐ Procedures for Review

A wetland buffer ordinance should not just define the buffer and prohibited and authorized activities, but should also provide for procedures that trigger the applicability of the ordinance and allow for necessary determinations, specify standards for review, define mitigation of authorized impacts, and specify whether and under what circumstances variances can be granted.

Administration of Ordinance

Responsibility for applying the ordinance to landowners and land development activities must be clearly assigned to a local government unit or body. If the ordinance is part of the zoning code, this will ordinarily be the zoning administrator. Alternatively, responsibility may be assigned to a specialized board or commission, such as a wetland commission (as in Massachusetts). Baltimore County, Maryland, assigns these responsibilities to its Department of Environmental Protection and Resource Management. If the ordinance is a wetland protection ordinance including regulation of activities in the wetland itself as well as in the buffer, it may be desirable to adopt a review process that is congruent with federal and state review procedures for wetlands. If the ordinance requires site-specific findings, such as variable buffer distances based on listed factors, it is desirable to have a technically trained professional staff or consultants available to the administrator charged with carrying out the ordinance.

> **Green Development Standards**
>
> In 2007, the U.S. Green Building Council finalized pilot rating standards for the new Leadership in Energy and Environmental Design – Neighborhood Development (LEED – ND) certification program, which set standards for environmentally superior development practices. Among the credits towards certification that may be earned for neighborhood location and design and green construction, developers can earn credit for preserving in perpetuity a buffer around all wetlands and water bodies located on site. Buffer distances, minimum of 100 feet, are to be calculated based on the functions provided by the wetland or water body, contiguous soils and slopes, and contiguous land uses. Local governments that adopt buffer ordinances encourage LEED-ND developments.

Submittals

Nashua, New Hampshire, specifies what triggers review under the ordinance:

> A review process and procedure for applicability to this article shall be caused by the following proposed land use applications or required approvals: Building permit applications; zoning board of adjustment applications; planning board applications; board of health application; any other land use requiring a permit or approval as required by and within the Nashua Revised Ordinances. The initial review of any of the above-mentioned items shall cause a determination as to whether the land area in which the proposed use or activity is or is not within or abutting a wetland. (§16-574(a))

Many ordinances that allow some regulated activities or conditional uses within the wetland buffer, or that authorize variable buffer distances based on site-specific conditions and proposed land uses, provide that the applicant must submit detailed information concerning the site. Summit County, Colorado, requires submission of a detailed "wetlands disturbance plan" including mitigation improvements, revegetation plan, grading and erosion control measures, "and a narrative explaining how a proposed activity in the wetland setback or a wetland area will meet the criteria" set forth in the ordinance. (§7105.04) Schaumburg, Illinois, requires an applicant seeking to conduct an activity by special use permit within the 100-foot wetland buffer to supply a report of geological and soil characteristics, site grading and excavation plan, vegetation and revegetation description and plan, wetland delineation report, and stormwater management plan. (§154.196(d)) Many local jurisdictions in the State of Washington require applicants to submit a wetland's function scores as estimated using the Department of Ecology's Rating System or an acceptable alternative.

Casselberry, Florida, requires an applicant seeking an alternative buffer methodology to submit information addressing: erodibility of soils upland of the wetland line; depth of the water table below the soil surface in the zone immediately upland of the wetland line; and habitat requirements of aquatic and wetland-dependent wildlife based on habitat suitability, spatial requirements, access to upland habitat, and noise impacts. (§3-11.1(C)(2))

Standards

Nashua, New Hampshire's, ordinance provides that in addition to enforcing the use and activity prohibitions and limitations for which a permit is required: "Any use or activity proposed within one hundred (100) feet of a wetland shall be reviewed administratively by the zoning administrator for compliance with the following performance standards:

(1) That no significant impact on the aquatic habitat of rare or endangered species, as listed by the State of New Hampshire or the Federal government, will result.
(2) That the filtration of stormwater runoff is adequately provided for and controlled both during and after construction.
(3) That the topography and required regrading of the subject property accounts for and adequately reflects the proximity of a nearby wetland area.
(4) All landscaping requirements and maintenance regiments for a project will ensure that fertilizer and chemical run-off shall not enter the wetland.
(5) Any wetland area utilized for water run-off shall demonstrate that excess flow on wetlands shall not cause excessive ponding and retention, thereby causing environmental damage to existing flora.
(6) Where land is proposed to be subdivided, the applicant shall demonstrate that there is adequate non-wetland area to contain all proposed uses, structures, and utilities in accordance with these regulations.
(7) No more than fifty (50) percent of the open space required by the underlying zone shall be classifiable as wetlands under the provisions of this article.
(8) No part of a wetland may be counted in minimum lot area requirements. (§16-575(d)).

Mitigation

Virtually all buffer ordinances that provide for permitted uses or conditional uses within the buffer also require compensatory mitigation to offset unavoidable impacts to the buffer area. Compensatory mitigation involves the replacement of wetland acreage and wetland functions through restoration, creation, enhancement, or (in some cases) preservation of other wetlands, onsite or offsite. Mitigation may be required both for the wetland itself and for impacts to wetland buffers protected by local ordinance. For example, the Port Townsend, Washington, critical areas ordinance requires compensatory mitigation for any development proposal within a critical area or required buffer, and specifies mitigation replacement ratios. (§19.05.110(F1-F9)) Oregon City, Oregon, requires a mitigation plan and feasibility assessment. (§17.49.050(G)) Kusler (2007) identifies factors that a local ordinance providing for compensatory mitigation should include.

Variances

Some wetland buffer ordinances include provisions for hardship variances, while others that are part of the zoning or land development codes rely on the jurisdiction's normal variance standards and procedures. Because of the health and safety aspects of wetlands buffer protections, variances are disfavored. Bay County, Florida, has a fairly typical provision, allowing a hardship variance in those situations where, "due to the size, shape, topography, location(s) of wetlands, or similar factors, application of the wetland buffer would preclude reasonable use of the property involved." (§1909(3)(d),(e)) The ordinance, however, limits variances for "accessory uses" to no more than 20 percent of the buffer.

☐ Affirmative Requirements

Buffer ordinances are not limited to prohibiting disturbances and encroachments. Many also set standards for the establishment and maintenance of buffer conditions. Belleaire, Florida, provides that natural buffers must be retained or "if a natural buffer does not exist an equivalent buffer shall be created." (§74-414(b)(3)(c)) Woodbury, Minnesota's buffer ordinance provides:

> Buffer areas must be established in appropriate vegetation such as native grasses, forbs, shrubs, and trees. The buffer area cannot consist primarily of common or noxious weeds. After becoming established, the vegetation in wetland buffer areas must be left undisturbed…The requirement to leave the buffer area undisturbed does not prohibit the removal of dead, diseased, or dying vegetation, or the control of noxious or common weeds. (§27-4(b)(5),(6))

The Northeastern Ohio Model Ordinance prohibits mowing, allows planting consistent with the buffer's functions, but also limits landowner affirmative obligations:

> There shall be no disturbance, including mowing, of the natural vegetation, except for such conservation maintenance that the landowner deems necessary to control noxious weeds; for such plantings as are consistent with this regulation; for such disturbances as are approved under the "Uses Permitted…" section of these regulations; and for the passive enjoyment, access, and maintenance of landscaping or lawns existing at the time of passage of this regulation. Nothing in this regulation shall be construed as requiring a landowner to plant or undertake any other activities in riparian and wetland setbacks.

The Commerce City, Colorado, ordinance includes performance standards relating to the buffer's function on the landscape and its potential connection to other natural areas:

> If the development site contains existing natural areas including floodplains that connect to other off-site natural areas with natural areas, to the maximum extent feasible the development shall preserve the natural area connections. Such connections shall be designed and constructed to allow for the continuance of existing wildlife movement along the natural areas. (§ 21-43 (b)(3)(c))

☐ Monitoring, Reporting, and Enforcement

Even the most comprehensive and scientific ordinance will not protect community interests if it is not enforced. Enforcement requires information, so local jurisdictions that have adopted buffer ordinances must allocate sufficient personnel to monitor approved buffers to identify possible violations. Some types of violations not visible from roadsides can be identified during flyovers or from existing high-resolution aerial photographs from different points in time. To help maintain public support, the disposition of all investigated potential violations, as well as all approved or denied permits and variances, should be documented in a regularly updated database or report available to all citizens.

Many wetland buffer ordinances do not specify their own enforcement provisions because they are part of the zoning code or subdivision regulations and are enforced by the usual array of enforcement tools provided in those ordinances—including authority to enter, stop work orders, notices to correct, cease-and-desist orders, injunctions, criminal prosecution, nuisance abatement, and penalties. It may be worthwhile to consider adding particular provisions for wetland buffer enforcement that address the vulnerabilities of these landscape features. For example, the ability of the local government to enter and monitor wetland and buffer condition, or to conduct restoration activities, may be important. This can prevent loss of the habitat and hydrological functions if a violator does not promptly take corrective action; similarly, provision for daily accrual of penalties may provide an important incentive to act promptly.

Another issue is how the ordinance deals with encroachments or degradation affecting the wetland buffer that is not caused by the developer at the time of a permitting decision, but later. Ordinances that are expressed solely in terms of setbacks or land development permit reviews may not sufficiently address affirmative obligations to maintain the buffer in a functional condition and prevent encroachments by homeowners or third parties.

Where establishment and maintenance of the buffer requires affirmative action by a landowner or developer, the ordinance may require the posting of a performance bond or similar financial guarantee. Summit County, Colorado, provides that a financial guarantee must be posted to ensure compliance with its wetlands regulations, and that the term of the guarantee must extend for at least three years in order to ensure the success of vegetation plantings. (§7105.06)

Sturbridge, Massachusetts, provides that the town may require recordation of a restrictive covenant to ensure that long term recognition and function of the buffer are protected. (§3.10) Similarly, the Northeastern Ohio model ordinance provides:

> Upon completion of an approved property subdivision/property/parcel split, commercial development or other land development or improvement, riparian and wetland setbacks shall be permanently recorded on the plat records for the Community and shall be maintained as open space thereafter through a per-

manent conservation easement. A third party, not the landowner or permittee or the Community, which is allowed by state law, shall be given the conservation easement. If no third party will accept the conservation easement, the Community shall accept it and protect it in perpetuity.

Whenever possible it is desirable to monitor not just compliance with buffer requirements, but also changes in the condition of the wetlands. A few local governments, such as Island County, Washington, have enacted and funded a long term water monitoring program that will help evaluate buffer performance and allow for adaptive management to address any water quality issues related to buffer underperformance or other changes in the surrounding environment.

Conclusion: Adopt a Local Wetland Buffer Ordinance

Wetland buffers protect communities from foreseeable hazards and enhance community values. As such, wetland buffers reinforce many of the Smart Growth Principles, including compact design, distinctive communities with a strong sense of place, critical environmental and natural areas, and predictability in development decisions.

A community considering a wetland buffer ordinance should be clear about its objectives. Spending time on developing the purpose statement will help clarify what the ordinance is intended to do, and will guide the process of defining what wetlands are to be protected, the appropriate buffer dimensions, allowable activities, review procedures, affirmative obligations, and enforcement provisions.

Science should serve as the foundation for buffer protection. But this does not mean that communities need to commission an elaborate scientific study. A great deal of information is available from state environmental protection agencies, state natural heritage programs, and from other communities that have adopted wetland ordinances. The key lessons from wetland science are summarized in this publication and the sources cited in the References section. Two simple wetland buffer ordinances adopted by local governments, and an example of a more detailed matrix approach to buffer size, are reproduced in the Appendix.

The steps for adopting a local wetland buffer protection ordinance are:

- data gathering,
- planning to connect the wetland buffer protection to other community plans and goals,
- drafting the regulation or ordinance,
- notice of public hearings,
- adoption of the regulation or ordinance,
- provision for administration of the requirements, and
- enforcement. (Kusler & Opheim 1996).

Buffer ordinances may be simple or complex, but they serve a critical role in maintaining community quality of life, management of stormwater and flooding, protection of water quality and quantity, habitat conservation, and resilience to the future effects of global climate change on local communities.

Smart Growth Principles

1. Mix land uses.
2. Take advantage of compact building design.
3. Create a range of housing opportunities and choices.
4. Create walkable neighborhoods.
5. Foster distinctive, attractive communities with a strong sense of place.
6. Preserve open space, farmland, natural beauty and critical environmental areas.
7. Strengthen and direct development towards existing communities.
8. Provide a variety of transportation choices.
9. Make development decisions predictable, fair and cost effective.
10. Encourage community and stakeholder collaboration in development decisions.

Smart Growth Network: www.smartgrowth.org

Appendix I. Simple Buffer Ordinances

Chipley, Florida:
"§14.5-21. Buffer required. A thirty-foot buffer of native vegetation, subject to site plan approval, shall be required around and along all wetlands. Such buffer shall be measured from the [Department of Environmental Resources] wetlands jurisdictional line. The property owner may create a pathway through the buffer for visual or authorized pedestrian access to the wetland provided that the pathway is limited to a five-foot wide swath."

Village of New Lenox, Illinois:
"Sec. 38-131. Intent. This article applies to development in or near streams, lakes, ponds, and wetlands within the Village of New Lenox. Streams, lakes, and ponds (including intermittent streams) are those which are shown on the United States Department of the Interior Geological Survey (USGS) 7.5 minute quadrangle maps and those additional streams, delineated on the village's comprehensive plan. Those maps are hereby made a part of this article, and two copies thereof shall remain on file in the office of the village administrator for public inspection. Within the jurisdiction of the Village of New Lenox, those waterbodies and watercourses that are named and are subject to the provisions of this article are Jackson Creek, Jackson Branch Creek, Sugar Run Creek, Hickory Creek, Marley Creek, and Spring Creek. Wetlands are those designated in the U.S Fish and Wildlife Service/Illinois Department of Conservation wetland inventory.

The procedures, standards and requirements contained in this article shall apply to all lots within wetlands and streams, and all lots lying wholly or in part:

(1) Within the special flood hazard area (SFHA) designated by the federal emergency management agency (FEMA); (2) Within 100 feet of the ordinary high water mark (OHWM) of a perennial stream or intermittent stream, the ordinary high water mark of a lake or pond, or the edge of a wetland; or (3) Within depressional areas serving as floodplain or stormwater storage areas.

Sec. 38-132. Minimum setback of development activity from streams, lakes, ponds, and wetlands. Absolutely no development activity (except as provided below) may occur within the minimum setback which is defined as 75 feet from the ordinary high water mark of streams, lakes, and ponds, or the edge of wetlands, or within a designated depressional area. In no case shall the setback be less than the boundary of the 100-year floodway as defined by FEMA. These setback requirements do not apply to a stream in a culvert unless the stream is taken out of a culvert as part of development activity. If a culvert functions as a low-flow culvert, where water is intended to periodically flow over it, the setback requirements apply. Review waiver of this article for proposed development activity within the minimum setback area will consider the following:

(1) Only limited filling and excavating necessary for the development of public boat launching ramps, swimming beaches, or the development of park shelters or similar structures is allowed. The development and maintenance of roads, parking lots and other impervious surfaces necessary for permitted uses are allowed only on a very limited basis, and where no alternate location outside of the setback area is available.

(2) Land surface modification within the minimum setback shall be permitted for the development of stormwater drainage swales between the developed area of the site (including a stormwater detention facility on the site) and a stream, lake or pond, or wetland. Detention basins within the setback are generally discouraged, unless it can be shown that resultant modifications will not impair water quality, habitat, or flood storage functions.

(3) No filling or excavating within wetlands is permitted except to install piers for the limited development of walkways and observation decks. Walkways and observation decks should avoid high quality wetland areas, and should not adversely affect natural areas designated in the Illinois Natural Areas Inventory or the habitat of rare or endangered species.

(4) Wetland area occupied by the development of decks and walkways must be mitigated by an equal area of wetland habitat improvement.

(5) Modification of degraded wetlands for purposes of stormwater management is permitted where the quality of the wetland is improved and total wetland acreage is preserved. Where such modification is permitted, wetlands shall be protected from the effects of increased stormwater runoff by measures such as detention or sedimentation basins, vegetated swales and buffer strips, and sediment and erosion control measures on adjacent developments. The direct entry of storm sewers into wetlands shall be avoided.

The applicant shall present evidence, prepared by a qualified professional, that demonstrates that the proposed development activity will not endanger health and safety, including danger from the obstruction or diversion of flood flow. The developer shall also show, by submitting appropriate calculations and resource inventories, that the proposed development activity will not substantially reduce natural floodwater storage capacity, destroy valuable habitat for aquatic or other flora and fauna, adversely affect water quality or ground water resources, increase stormwater runoff velocity so that water levels on other lands are substantially raised or the danger from flooding increased, or adversely impact any other natural stream, floodplain, or wetland functions, and is otherwise consistent with the intent of this article.

In addition to locating all site improvements on the subject property to minimize adverse impacts on the stream, lake, pond, or wetland, the applicant shall install a berm, curb or other physical barrier during construction, and following completion of the project, where necessary, to prevent direct runoff and erosion from any modified land surface into a stream, lake, pond, or wetland. All parking and vehicle circulation areas should be located as far as possible from a stream, lake, pond or wetland. The Village of New

Lenox may limit development activity in or near a stream, lake, pond, or wetland to specific months, and to a maximum number of continuous days or hours, in order to minimize adverse impacts. Also, the Village of New Lenox may require that equipment be operated from only one side of a stream, lake, or pond in order to minimize bank disruption. Other development techniques, conditions, and restrictions may be required in order to minimize adverse impacts on streams, lakes, ponds, or wetlands, and on any related areas not subject to development activity.

Sec. 38-133. Natural vegetation buffer strip required. To minimize erosion, stabilize the stream bank, protect water quality, maintain water temperature at natural levels, preserve fish and wildlife habitat, to screen manmade structures, and also to preserve aesthetic values of the natural watercourse and wetland areas, a natural vegetation strip shall be maintained along the edge of the stream, lake, pond or wetland. The natural vegetation strip shall extend landward a minimum of 25 feet from the ordinary high water mark of a perennial or intermittent stream, lake, or pond and the edge of a wetland. These guidelines are outlined in the publication "Native Plant Guide for Streams and Stormwater Facilities in Northeastern Illinois" jointly published by the Fish & Wildlife Service, NRCS, IEPA, and Army Corps of Engineers.

Within the natural vegetation strip, trees and shrubs may be selectively pruned or removed for harvest of merchantable timber, to achieve a filtered view of the waterbody from the principal structure, to control the spread of undesirable invasive species such as buckthrow or box elder, to restore a balanced community of native plant species, and for reasonable private access to the stream, lake, pond or wetland. Said pruning and removal activities shall ensure that a live root system stays intact to provide for stream bank stabilization and erosion control. The vegetation must be planned in such a way that access for stream maintenance purposes shall not be prevented."

Appendix II. Matrix Approach to Buffer Distance

Island County, Washington:
This excerpt is based on Island County's *draft ordinance* from November 2007, which reflects a sophisticated use of the matrix approach to buffer distance. The ordinance first prescribes buffers for a few types of particularly sensitive wetlands (especially bogs, coastal lagoons and estuarine wetlands), with wider buffers for more intensive land uses. Then it establishes matrices to calculate buffers for *other* wetlands based on land use intensity, habitat condition, and wetland sensitivity (as predicted by slope and presence or absence of a surface water outlet). Wetlands that lack outlets and are adjoined by steep slopes are presumed to be more sensitive to accumulation of sediment and contaminants, so receive larger buffers. For most wetlands both habitat and water quality buffers are calculated separately and the *larger* buffer (usually habitat) is applied. (The numbers below should be taken as illustrative). The habitat calculation is:

Habitat Buffers					
Land use Intensity	Habitat Functions Score				
	50 or higher	42-48	39-41	32-38	Less than 32
Low	150 ft	125 ft	100 ft	75 ft	Use Water Quality & Slope Tables
Moderate	225 ft	175 ft	150 ft	110 ft	
High	300 ft	200 ft	175 ft	150 ft	

The water quality calculation includes differing buffers based on wetland type (A-E) and whether there is a surface water outlet from the wetland.

Water Quality Buffers						
Land Use Intensity	Wetland Category					
	Wetland Outlet	A	B	C	D	E
Low	Yes	40 ft	35 ft	30 ft	25 ft	20 ft
	No	75 ft	50 ft	40 ft	35 ft	25 ft
Moderate	Yes	90 ft	65 ft	55 ft	45 ft	30 ft
	No	105 ft	90 ft	75 ft	60 ft	40 ft
High	Yes	125 ft	110 ft	90 ft	65 ft	40 ft
	No	175 ft	150 ft	125 ft	90 ft	50 ft

The water quality value is then adjusted for slope:

Slope Adjustment	
Slope Gradient	Additional Buffer Multiplier
5-14%	1.3
15-40%	1.4
>40%	1.5

This matrix approach is more complex than a single number, but can better reflect scientific understanding, particularly with diverse wetland types and land use conditions in a locality. With appropriate public outreach and technical support, a matrix-driven buffer can gain public support and achieve good results.

Ordinances Chiefly Consulted

Ordinances: Boulder, CO, Commerce City, CO, Summit County, CO, New Castle County, DE, Alachua County Land Development Regulations, FL, Bay County Development Code, FL, Bellaire Land Use Regulations, FL, Belle Isle Land Development Code, FL, Bunnell Land Development Code, FL, Casselberry Preservation of Wetlands Ordinance, FL, Charlotte County Surface water and wetland protection ordinance, FL, Chipley Wetlands Resource Protection Ordinance, FL, Crestview Environmentally Sensitive Lands Ordinance, FL, Forsyth County Soil Erosion and Sediment Control ordinance, GA, Lumpkin County Soil Erosion and Sediment Control ordinance, GA, Pickens County Wetlands Protection Ordinance, GA, Lake County Uniform Development Ordinance, IL, New Lenox Wetland Protection Ordinance, IL, Schaumburg Biodiversity Zoning Overlay, IL, LaPorte, Indiana, Lexington-Fayette Riparian Buffer Ordinance, KY, Biddeford Shoreline Zoning Ordinance, ME, Eliot Shoreline Zoning Ordinance, ME, Lewiston Shoreline ordinance, ME, Baltimore County Environmental Protection and Resource Management Ordinance, MD, Barnstable Wetlands Protection Ordinance, MA, Holyoke Wetland Protection Code, MA, Sturbridge Wetland Bylaw, MA, Woodbury Preservation of Waterbodies and Wetlands Ordinance, MN, Nashua Wetlands Ordinance, NH, Croton-on-Hudson Wetlands and Watercourses Ordinance, NY, Monroe County Freshwater Wetlands Protection Law, NY, Summit County, OH, Oregon City Water Quality Resources Overlay District, OR, Bensalem Natural Resources Preservation Districts Overlay, PA, Charleston Zoning Ordinance, SC, Mount Pleasant Critical Line Buffer Ordinance, SC, Henrico County Chesapeake Bay Preservation Overlay, VA, Petersburg Chesapeake Bay Overlay, VA, Fife Wetlands protection ordinance, WA, Island County Critical Areas Ordinance, WA, King County Shoreline Management ordinance, WA, Port Townsend Critical Areas Ordinance, WA, San Juan County Shoreline Management Ordinance, WA, Polk County Shoreland Protection Zoning Ordinance, WI.

Model Ordinances: Association of State Wetlands Mangers Inc. Model Ordinances for Regulating Wetlands and Riparian/Stream Buffers (http://www.aswm.org/propub/jon_kusler/model_ordinance_051407.pdf), Cape Cod Commission Model Wetlands Bylaw (http://www.capecodcommission.org/bylaws/wetandwild.html), Center for Watershed Protection : A Local Ordinance to Protect Wetland Functions (http://www.cwp.org/wetlands/articles/WetlandsArticle4.pdf), MACC Model Wetlands Protection Bylaw/Ordinance (http://www.maccweb.org/documents/MACC_Model_Bylaw.doc), New Jersey Model Riparian Buffer Ordinance (http://www.state.nj.us/dep/watershedmgt/DOCS/pdfs/StreamBufferOrdinance.pdf), Northeast Ohio Areawide Coordinating Agency Ordinance Controlling Riparian Setbacks and Wetland Setbacks (http://www.noaca.org/reglmodord.html), Stormwater Center Model Forest Buffer Ordinance (http://www.longislandsoundstudy.net/riparian/Buffer_Model_Ordinance_Rhode_Island.pdf), U.S. Environmental Protection Agency Aquatic Buffer Model Ordinance (http://www.epa.gov/nps/ordinance/mol1.htm), Westchester County Model Wetland Protection Ordinance (http://www.longislandsoundstudy.net/riparian/Wetland_Ordinance_Westchester.pdf).

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Attachment 7:

Letter Prepared by Passarella and Associates, Inc.

September 23, 2005

PASSARELLA AND ASSOCIATES, INC. *Consulting Ecologists*

9110 College Pointe Court
Fort Myers, FL 33919
Phone (239) 274-0067
Fax (239) 274-0069

TO: Dan Delisi

FROM: Ken Passarella KP

DATE: September 23, 2005

RE: Burnt Store Area Plan
Project No. 04BSI1185

The following information is provided regarding Objection 4 in the Department of Community Affairs' August 12, 2005 Objections, Recommendations and Comments Report for Charlotte County Comprehensive Plan Amendment 05-2 for the Burnt Store Area Plan.

Objection 4: The amendment is not supported by an environmental suitability analysis demonstrating that the wildlife corridor put forth by proposed FLUE Policy 2.5.19 would ensure that the 'minimum average width of 100 feet, where possible', would provide sufficient cover to encourage use by wildlife such as small to medium size mammals. In addition, the policy does not prevent human interference and pollution from impacting the wildlife corridor because it lacks provisions that would require buffers and devices that limit human access and the pollution of native habitat that arises from development. [Chapters 163.3177(6)(a), (d), 163.3177(8), F.S., Rules 9J-5.005(2), 9J-5.006(4), 9J-5.013(2), 9J-5.012(3)(b) 1, (c) 1, F.A.C., & Charlotte County Objective 1.10, Natural Resource and Coastal Planning Element]

Recommendation: Revise the amendment to include a site-specific environmental study that demonstrates that FLUE Policy 2.5.19 would ensure the protection of the habitat that is needed for the natural migration of mammals in the Burnt Store Area. If the site-specific environmental study suggest that a wider corridor is necessary; then revise the Policy to establish a width for the wildlife corridor that will ensure the usage by all possible wildlife currently migrating through the Burnt Store Area. Lastly, ensure that the corridor will limit human access and prevent the pollution and destruction of native vegetation and habitat, which arises from development, by establishing a requirement for buffers and devices that limit human access.

Response:
For the Burnt Store Area Plan, an area wide study for listed species was conducted. This included analyzing listed species occurrences that are available from the Florida Fish and Wildlife Conservation Commission (FWCC) and local governments within and adjacent to the Plan Area. The FWCC has databases that include occurrences for listed species that occur within the Plan Area. These include databases for species such as the Florida scrub jay, red-cockaded woodpecker, bald eagle, Florida black bear, as well as wading bird rookeries. The FWCC also has a database current through 2004 for Florida panther telemetry. Charlotte County has records for Florida scrub jay habitat and occurrences. Charlotte and Lee County both have records for bald eagle nests. A review of these databases identified no occurrences for Florida black bear and Florida panther within the Plan Area. As such, movement through the Plan Area by large mammals such as the Florida panther is not likely to occur. It should be noted that movement through the Plan Area by Florida panther is restricted by I-75 and U.S. 41 to the east of the Plan Area. Therefore, the proposed wildlife corridor is appropriately sized to accommodate the wildlife species currently inhabiting the Plan Area.

In order to address buffering and protection of the corridor, the following provisions are proposed:

1. A 25-foot buffer will be established between the corridor and proposed development activities. The buffer will consist of native habitats where these native habitats currently exists. In areas where native vegetation does not currently exist, native vegetation plantings will be conducted within the 25-foot buffer.

2. Directional lighting will be utilized within development areas within 50 feet of the corridor. Lighting within 50 feet of the corridor will be shielded and directed away from the corridor.

3. A conservation easement (or similar binding document) will be required at time of local development approval to ensure the protection in perpetuity of the 25-foot buffer and corridor. The conservation easement will limit human access to the corridor by prohibiting uses such as structures (gazebos, docks, etc.) within the 25-foot buffer, corridor, and adjacent canal. Passive recreational uses such as nature trails are acceptable uses within the 25-foot buffer and corridor.

4. A habitat management plan for the 25-foot buffer and corridor will be required at time of local development order approval. The habitat management plan will include details regarding exotic vegetation removal, native vegetation plantings, and maintenance of the 25-foot buffer and corridor.

KP/bw

Attachment 8:

Babcock Ranch Community Master DRI Development Order

January 28, 2014

BABCOCK RANCH COMMUNITY

MASTER DEVELOPMENT
OF
REGIONAL IMPACT

MASTER DRI DEVELOPMENT ORDER

BOARD OF COUNTY COMMISSIONERS
CHARLOTTE COUNTY, FLORIDA

AMENDED JANUARY 28, 2014

January 28, 2014

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January 28, 2014

RESOLUTION NO. 2014-047

AN AMENDMENT AND RECODIFICATION OF THE MASTER DEVELOPMENT ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA FOR THE BABCOCK RANCH COMMUNITY (CHARLOTTE COUNTY), A MASTER DEVELOPMENT OF REGIONAL IMPACT.

WHEREAS, on February 23, 2007, Babcock Property Holdings, LLC ("Developer"), by and through its authorized agent, WilsonMiller, Inc. in accordance with Subsections 380.06(6) and (21), Florida Statutes, filed an Application for Master Development Approval ("AMDA") of a Development of Regional Impact (DRI) known as the Babcock Ranch Community (hereinafter "BRC") with Charlotte County, Florida ("County") and the Southwest Florida Regional Planning Council ("SWFRPC"); and

WHEREAS, Developer, County, and the SWFRPC entered into a Master DRI Agreement on March 13, 2007 (fully executed March 16, 2007), as required by Section 380.06(21)(b), Florida Statutes ("AMDA Agreement"); and

WHEREAS, the Babcock Ranch Community Independent Special District ("District") was established by the 2007 Session of the Florida Legislature to design, finance, construct, operate, and maintain various infrastructure elements within BRC; and

WHEREAS, on December 13, 2007, the Board of County Commissioners of Charlotte County, Florida ("Board") approved and adopted the Babcock Ranch Community Master Development of Regional Impact Master DRI Development Order ("MDO") under Resolution 2007-196; and

WHEREAS, the MDO was amended on June 17, 2008 under Resolution 2008-063 thereby giving the MDO an effective date of September 1, 2008; and subsequently

Attest:
Barbara T. Scott, Clerk of the Circuit Court and Ex-officio Clerk of the Board of County Commissioners
By: Michelle D. Berardino
Deputy Clerk

amended on December 15, 2009 by Resolution 2009-283, and on December 13, 2011 by Resolution 2011-485, and on April 24, 2012 by Resolution 2012-024; and

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

WHEREAS, the Developer has filed a Notice of Proposed Change (NOPC) to amend the MDO; and

WHEREAS, the Charlotte County Planning and Zoning Board has reviewed and considered the report and recommendations of the SWFRPC and held a public hearing to consider the amendments to the MDO on December 9, 2013; and

WHEREAS, on_January 28, 2014, the Board, at a public hearing in accordance with Section 380.06, Florida Statutes, considered the application for amendment to the MDO submitted by Developer, the report and recommendations of the SWFRPC, the documentary and oral evidence presented at the hearing before the Board, the report and recommendations of the Charlotte County Planning and Zoning Board, and the recommendations of County staff. NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA THAT:

RECITALS

The recitals set forth above are true and correct and are incorporated herein and made a part hereof and the MDO is amended to provide as follows.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. The real property constituting the BRC in Charlotte County consists of approximately 13,630 acres, and is legally described as set forth in Exhibit "A" attached hereto and made a part hereof ("Property" or "Community").

2. The AMDA is consistent with Subsections 380.06(6) and (21), Florida Statutes.

3. The Developer submitted to the County an AMDA in February, 2007 and responses to sufficiency questions in June, 2007 and in July, 2007. The representations and commitments of Developer which are made conditions of this development order are identified and set forth in the relevant provisions of this development order ("Representations and Commitments as Conditions").

4. According to Map #64, Landfalling Storm Surge Zones, included in the Supporting Policy and Analysis Map Series (SPAM) of the 2050 Smart Charlotte Comprehensive Plan, portions of BRC are located within the Category 4/5 Storm Surge Zone, and the balance of the BRC is located outside of any listed storm surge zone.

5. The Developer proposes to develop BRC in accordance with the Babcock Master Concept Plan attached hereto as Exhibit "B" attached hereto and made a part hereof. Map "H" will be further revised as part of each Incremental development order. The development program authorized by this development order is as follows ("Development Program" or "Project"):

(i) 17,870 residential dwelling units (recreational vehicle park uses shall count as dwelling units on a one vehicle rental or owner equals one dwelling unit),

(ii) 1,400,000 square feet of retail,

(iii) 3,500,000 square feet of office (general office; medical office; and civic, community, and miscellaneous public facilities),

(iv) 600 hotel rooms (assumes 360,000 square feet of building),

(v) 650,000 square feet of industrial,

(vi) 177 hospital beds,

(vii) 418 units of assisted living facilities,

(viii) 54 golf holes,

(ix) Ancillary facilities such as the educational service center, schools, and university research facilities as identified in Exhibit "B", attached hereto, libraries, places of worship, regional and community park sites, and the necessary utility infrastructure including, but not limited to, water, wastewater and reuse water systems, electric, telephone and cable systems will not be attributed to other development components set forth above, and will not count towards the maximum thresholds of development as established in the Development Order and the BROD policies of the 2050 Smart Charlotte Comprehensive Plan.

(x) All other ancillary facilities, together with the development components set forth above (excluding ix) shall not exceed the maximum thresholds established in the Development Order and the BROD policies of the 2050 Smart Charlotte Comprehensive Plan.

(xi) Temporary housing for construction workers and their families will not count against the residential dwelling units allowed by subsection (i) above.

(xii) The total development within the BROD shall not exceed 17,870 dwelling units and 6,000,000 square feet of non-residential uses, not including the educational service center, schools, and university research facilities, libraries, places of worship, regional and community park sites which square footage will be additional.

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

7. The development of BRC is consistent with the current land development regulations and the Comprehensive Plan of County, as amended, adopted pursuant to Chapter 163, Part II, Florida Statutes.

8. The BRC development is consistent with the State Comprehensive Plan.

9. BRC is expected to be developed in increments pursuant to applications for incremental development approval ("AIDA's"). The DRI questions which must be addressed by those applications and the scopes of review of those applications are set forth in the pertinent provisions of this development order and are repeated in Exhibit "C" attached hereto and made a part hereof.

CONDITIONS

1. APPLICATIONS FOR INCREMENTAL DEVELOPMENT APPROVAL.

AIDA's shall be required to address only those application questions identified for increments or to provide the documentation described in Exhibit "C" attached hereto and made a part hereof.

2. GROSS RESIDENTIAL DENSITY CONDITION AND DEVELOPMENT PROGRAM.

A. Representations and Commitments as Conditions.

The gross residential density for the 13,630.6 acres is anticipated to be approximately 1.31 dwelling units per acre. The net density of the development areas is anticipated to be approximately 4.05 dwelling units per acre. The calculation for net density is based on the area of the development pods. The net densities within the development pods will increase consistent with the planning approach to cluster development. As provided in the BROD, net densities in those development pods will range from 3 to 16 units per acre in villages and hamlets, and from 3 to 24 units per acre in the town center.

B. Other Conditions.

The Development Program is approved and may be adjusted by Developer in accordance with an equivalency matrix to be adopted in an Incremental development order.

C. Incremental Review.

(1) The BROD Summary Phasing Plan is subject to adjustment through the DRI, State and Federal permitting processes. Incremental Development Orders shall establish the phasing of development within an increment by determining the amount of residential and non-residential development within the Town Center, each Village, and each Hamlet.

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1 **3. AFFORDABLE HOUSING**

2 A. Representations and Commitments as Conditions.

3 (1) Provide a diversity of housing types to enable citizens from a wide
4 range of economic levels and age groups to live within the BRC.
5 This would include the provision of affordable/workforce housing at
6 a level of ten percent (10%) of the total number of residential
7 housing units built within the BRC. Affordable housing is defined
8 where monthly rents or mortgage payments for housing, including
9 taxes, insurance and utilities do not exceed thirty (30%) percent of
10 the gross annual income of the development's very low, low, and
11 moderate income households as defined in Rule 73-C40.048(e),
12 F.A.C. Workforce housing is defined in Chapter 420.5095(3)(a),
13 F.S.

14 (2) The County recognizes that adequate housing should be provided
15 only when a demonstrated need for housing among various income
16 groups is clearly identified that can be directly attributed to the
17 development and buildout of the BRC.

18 (3) A "Determination of Adequate Need" for housing in the BRC shall
19 be assessed through the completion of a reliable affordable
20 housing market analysis which evaluates the housing demand
21 within the BRC and researches the available adequate housing
22 supply reasonably accessible to the BRC, which is defined as a 10
23 mile radius or 20 minute drive during peak hour, whichever is less,

from the BRC, but may be adjusted with the agreement of DEO and the County.

(4) The Developer commits to undertaking the "Determination of Adequate Housing Need" analysis to assess the demand, supply, and need for affordable rentals and homes based on a market housing analysis at a point in time when the BRC has reached a significant non-residential buildout stage. That threshold is defined as the time when building permits have been issued for the 1.5 millionth square foot of non-residential construction.

(5) The Developer would be required to initiate the first housing needs analysis within 6 months from the time that the analysis is triggered.

(6) The housing needs analysis would evaluate the housing demand of the BRC employee households at very low, low, and moderate household income levels, and at the option of the Developer, could evaluate the housing demand for workforce income levels, the available supply of housing that is reasonably accessible for the very low, low, and moderate household income levels and determine if there is a significant need for housing for these defined income levels. At the option of the Developer, the analysis could evaluate the available housing supply for workforce income levels that is reasonably accessible to the BRC.

(7) The SWFRPC, DEO, and the County must agree upon the methodology utilized to conduct the Determination of Adequate

Housing Need analysis. The methodology may utilize a private affordable housing market study appraiser approved by the Florida Housing Finance Corporation. The market area assessed would conform to ECFRPC model, or another methodology as approved by the review agencies and the County, which examines whether or not there is a significant housing demand for the very low, low, and moderate income groups and whether there is available adequate housing that is reasonably accessible to the BRC. At the option of the Developer, the analysis could evaluate the available housing demand and supply for workforce income levels that is reasonably accessible to the BRC.

(8) If the Determination of Adequate Housing Need analysis documents that there is a significant impact, defined as evidence that the BRC's cumulative adequate housing need for the very low, low, and moderate household income levels, at the time of the analysis, is projected to exceed five (5%) percent of the County's residential threshold calculation, or 50 units, whichever is larger, then the Developer shall be required to submit a Notice of Proposed Change amendment to the MDO to incorporate the findings of the analysis and the agreed upon mitigation.

(9) The Developer may choose to mitigate any significant impact identified by the analysis through a variety of options including, but not limited to: 1) incentivizing or building adequate housing onsite,

or reasonably accessible to the site; 2) payment to an affordable housing trust fund sufficient to meet the cost of rehabilitation existing or construction of new units; or 3) dedicated rent or payment subsidies to the BRC's very low, low, and moderate income employees sufficient to satisfy the adequate housing need identified for each salary range. At the option of the Developer, workforce housing may be included at no more than twenty-five (25%) percent of the required mitigation unless the housing study determines there is not a significant need for the very-low, low and moderate income households.

(10) The mitigation strategy recommended by the BRC must be approved by the County and must be initiated within 6 months of approval as a Notice of Proposed Change to the MDO.

(11) Requirements to undertake further housing needs assessments through methods described above shall occur at each additional 1.5 million sq. feet of permitted non-residential through build out.

(12) Developer shall not be required to provide affordable and/or workforce housing mitigation in excess of ten (10%) percent of the total number of residential units constructed within the BRC.

(13) The County commits that affordable housing units shall be eligible for whatever incentives and/or programs that it may establish after the actual date of offering of said unit to the public by the Developer. The County shall use its best efforts to continue to

1 develop and maintain incentives and programs specifically targeted
2 at affordable units within the BRC.
3 (14) The County shall include the needs of the BRC in its annual Local
4 Housing Action Plan and, to the extent available, shall provide
5 impact fee waivers, credits, deferrals, or other regulatory and
6 financial incentives for affordable rental and home ownership
7 programs to all qualified buyers, builders or developers within the
8 BRC that may qualify for such credits or deferrals.
9 B. Other Conditions. – None.
10 C. Incremental Review. – None.
11 **REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY**
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4. STORMWATER MANAGEMENT AND FLOOD PLAINS

A. Representations and Commitments as Conditions.

(1) Silt fences or silt screens will be installed prior to land clearing to protect water quality and to identify areas to be protected from clearing activities and maintained for the duration of the project until all soil is stabilized.

(2) Floating turbidity barriers or other devices will be in place on flowing systems or in open water lake edges prior to initiation of earthwork and maintained for the duration of the project until all soil is stabilized.

(3) The installation of temporary erosion control barriers will be coordinated with the construction of the permanent erosion control features to the extent necessary to assure effective and continuous control of erosion and water pollution throughout the life of the construction phase.

(4) Turbidity resulting from construction dewatering will be managed using structural best management practices (BMPs) prior to discharge to receiving waters. Structural BMPs may include, but are not limited to, vegetated systems, detention systems (e.g., sedimentation basins), geotextiles, and other methods. Turbidity and other pollutants from construction dewatering on the Property will be reduced to meet the levels required by applicable State Water Quality Standards and as required by the National Pollutant

Discharge Elimination System ("NPDES") general permit for construction. Copies of any reports required by the NPDES permit will be maintained at the appropriate construction site with a copy being sent to the County Administrator or his or her designee.

(5) Clearing and grubbing will be so scheduled and performed such that grading operations can follow thereafter. Grading operations will be so scheduled and performed that permanent erosion control features can follow thereafter if conditions on the project permit, and not beyond the time limits established in the NPDES general construction permit.

(6) Exposed soils will be stabilized as soon as possible, especially slopes leading to wetlands. Stabilization methods include solid sod, seeding and mulching or hydromulching to provide a temporary or permanent grass cover.

(7) Energy dissipaters (such as rip rap, gravel beds, hay bales) shall be installed at the discharge point of pipes or swales if scouring is observed.

(8) Implementation of storm drain inlet protection (such as hay bales or gravel) to limit sedimentation within the stormwater system.

(9) The allowable discharge in a 25 year 3-day design event will be limited to the South Florida Water Management District ("SFWMD") permit for the site.

(10) The development within the FEMA floodplain will have finished floor elevations in each development pod which exceeds the 100 year 3-day design event for the adjacent water course as calculated by the backwater profile for the respective conveyance. Compensating storage will be provided to replace lost storage as part of the SFWMD permit requirements. The SFWMD standard of head loss in a 25-year 3-day design event will be met at each water crossing.

(11) The proposed development will be designed such that the potential for offsite flooding of other private property will be mitigated. This will primarily be accomplished by maintaining the existing conveyances without additional control structures except for restoration efforts. Water management control will be accomplished primarily by structures off-line from these conveyances. Off-site discharges onto the property will be properly routed around and through the property to maintain or lessen off-site flooding.

(12) Open stormwater ponds will be used for the primary volume attenuation and wet detention of water quality in accordance with Best Management Practices as outlined in the current Southwest Florida Basin Rule criteria of the SFWMD for water quality improvement.

(13) On-site wetlands within the project may be incorporated into the stormwater management system. Those wetlands outside that system will continue to store and transmit water as they do today

except where modifications are made to facilitate hydrologic restoration.

(14) The stormwater treatment will include a backbone system consisting of wet detention areas and dry detention areas. Dry detention areas will not be used as the primary detention/retention component, but may be utilized in combination with wet detention/retention facilities. The stormwater treatment system will be designed in accordance with the current Southwest Florida Basin Rule Criteria of the SFWMD and will provide 50% more retention/detention water quality treatment above that required by Section 5.2.1(a) of the SFWMD Basis of Review. Best Management Practices will include reduced turf coverage, native landscaping, created wetlands, filter marshes, phyto-zones, extended hydraulic residence times and increased flow paths.

(15) The low edge of pavement for local roads to be at or above the peak stage for the 5 year-1 day event. The arterials and collectors will have one lane above the 25 year-3 day event peak stage. Parking lots will be at or above the 5 year-1 day event. Minimum swale grades in urban and suburban areas will have a minimum longitudinal slope of 0.2%. Ditches may have flatter longitudinal slopes. The minimum longitudinal slope on roads with curb and gutter will be 0.3%.

(16) The perimeter berm elevation will be 0.3 feet above the peak stage for the 25 year-3 day event and the 100 year-1 day event.

(17) The treatment system will provide equal or greater post development storage volume for the 100 year-3 day event than provided by predevelopment conditions.

(18) There will be no increase in stream stage elevation offsite, except as permitted by the SFWMD.

(19) Finish floor elevations will be at least the 100 year-3 day event peak stage plus 0.5 feet.

(20) An Urban Water Management Plan will be developed for the site as part of the construction Environmental Resource Permit ("ERP") process and will address the handling of waste from equestrian facilities on the site. Water quality monitoring will be conducted pursuant to the Babcock Ranch Community Development of Regional Impact Environmental Methodology Supplement dated October 31, 2006.

B. Other Conditions.

(1) All internal stormwater management lakes and ditches, and any on-site preserved/enhanced wetland areas, shall be set aside as recorded drainage and/or conservation easements granted to the SFWMD, or other appropriate governmental entity with a compliance monitoring staff. Stormwater lakes shall include adequate maintenance easements around the lakes, with access to

a paved roadway, as required by the appropriate governmental entity.

(2) Any silt barriers and any anchor soil, as well as accumulated silt, shall be removed upon completion of construction. Either the Developer or the entities responsible for the specific construction activities requiring these measures shall assume responsibility for having them removed upon completion of construction.

(3) Any shoreline banks created along the on-site stormwater management system shall include littoral zones constructed on slopes consistent with SFWMD, Florida Department of Environmental Protection ("FDEP"), and County requirements and shall be planted in native emergent or submergent aquatic vegetation. The Developer shall ensure, by supplemental replanting as necessary, that at least 80% cover by native aquatic vegetation is established within the littoral zone planting areas for the duration of the project.

(4) The Developer shall conduct annual inspections in accordance with the conditions of the approved SFWMD ERP, of the BRC Master Stormwater Management System and any preserved/enhanced wetland areas on the project site so as to ensure that these areas are maintained in keeping with the final approved designs, and that the water management system is capable of accomplishing the level of stormwater storage and treatment for which it was intended.

(5) The Developer shall undertake a regularly scheduled vacuum sweeping of all common streets and parking areas within the Town Center and the non-residential areas of the Villages. The Developer shall encourage any private parcel owners within the Town Center and the non-residential areas of the Villages to institute regularly scheduled vacuum sweeping of their respective parking areas.

(6) Design considerations will be given to ditch and swale slopes, where practicable, so that these facilities provide some additional water quality treatment prior to discharge. Treatment swales shall be planted with vegetation as reviewed and approved during the ERP approval process, and where practicable, landscape islands shall accommodate the detention of runoff. Design consideration will be given to the use of pervious construction materials for the surfaces of trails, walkways, and non-vehicular travel ways.

(7) Any debris that may accumulate in project lakes, ditches or swales, or which may interfere with the normal flow of water through discharge structures and under drain systems, shall be cleaned from the detention/retention areas on a regular basis. Any erosion to banks shall be repaired.

(8) Grease baffles shall be inspected and cleaned and/or repaired on a regular basis. In no instance shall the period between such inspections exceed eighteen months.

(9) Isolated wading bird "pools" shall be constructed to provide aquatic habitat for mosquito larvae predators, such as *Gambusia affinis*, and foraging areas for wading bird species, such as wood stork, consistent with SFWMD, FDEP, and County requirements.

(10) The open drainage system will be designated to provide additional water quality treatment prior to discharge. Design elements may include rainwater gardens, treatment swales planted with native vegetation, and entrainment systems. These will be reviewed and approved during the ERP approval process.

(11) Stormwater runoff should be minimized through a variety of techniques that may include rainwater gardens, bottomless planter boxes, green roofs and pervious surfaces, as well as rainwater harvesting techniques that may include cisterns and rain barrels.

(12) Landscape irrigation will be provided first through the use of reuse water, where reasonably available, and surface water from lakes.

(13) The master stormwater management system will be maintained by District or master property owners association established by covenants and restrictions on the Property.

(14) The applicant has agreed to do a new hydrologic model of the project area to determine predevelopment flow rates for use in current and future permitting. When this work is complete it will be submitted to SFWMD for review, amendment if needed, and

approval. The SFWMD approved predevelopment flow rates will be used in future AIDA submissions.

(15) The SFWMD has issued Permit No. 08-00004-S-05 (Application No. 070330-5) to Developer for a conceptual ERP in accordance with its jurisdiction over such matters and the Property. Developer will follow the authorizations and permit conditions, which will be a separate and enforceable legal document in accordance with its terms. Compliance with this permit, as it may be amended from time to time, will address mitigation of certain impacts of the BRC development. The permit is issued under the authority of an agency other than County and, therefore, is subject to enforcement by the issuing agency. County will assist said agency, if requested, in monitoring Developer's compliance with the conditions of said permit. Developers' successors-in-interest and assigns are hereby placed on notice of this permit and its application to development which they may propose to undertake within BRC.

(16) The United States Army Corps of Engineers has issued Permit No. SAJ-2006-6656 (IP-MJD) to Developer in accordance with its jurisdiction over such matters and the Property. Developer will follow the authorizations and permit conditions, which is a separate and enforceable legal document in accordance with its terms. Compliance with this permit, as it may be amended from time to time, will address mitigation of certain impacts of the BRC

development. The permit is issued under the authority of an agency other than County and, therefore, is subject to enforcement by the issuing agency. County will assist said agency, if requested, in monitoring Developer's compliance with the conditions of said permit. Developers' successors-in-interest and assigns are hereby placed on notice of this permit and its application to development which they may propose to undertake within BRC.

(17) As part of any AIDA phase that will discharge to Owl Creek, Trout Creek, and /or Telegraph Creek, 100 year three-day storm event calculations will be provided for two items. The two items are: the setting of finished floor elevation and the determination that the peak volume stored in the pre-development condition is equal or exceeded by that stored in the post development condition. This information will be made available to the general public.

(18) The Developer shall reduce the introduction of fill material outside approved development pods into the 100 year flood plain where practical. Structures outside approved development pods, but built in the 100 year flood plain, should be built as elevated structures and not as monolithic slabs on fill soil.

C. Incremental Review.

(1) Subsection A and B above in this provision 4 (Stormwater Management) constitute the "Stormwater Plan" for BRC.

(2) The Incremental review will address compliance of the Increment with the Stormwater Plan and any changes to the adopted floodplain maps.

(3) The Incremental review will include an assessment of any pertinent information developed pursuant to a condition of the Master DRI development order which has been developed since the Master DRI development order was issued in order to determine if that new information shows that a change in the Stormwater Plan is needed in order to provide the same level of protection, remediation, or mitigation that is contemplated in the Master DRI Development order.

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1 **5. TRANSPORTATION**

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

3 B. Conditions for Development Approval.

4 (1) Master Traffic Study

5 (a) The Master Traffic Study is the analysis of the buildout of the
6 Development Program and the horizon year traffic conditions
7 in year 2030. It is a guide to the roadway network and
8 improvements anticipated to be needed to support all area
9 development including the BRC Development Program by
10 the year 2030 and it is intended for use only with the BRC
11 Development Program. As a long range "snapshot" of
12 horizon year conditions, it is anticipated that the mobility
13 network and area growth will change and be revised as the
14 BRC develops. By way of background, the initial Master
15 Traffic Study was prepared by the Developer ("Developer's
16 Initial Master Traffic Study"), which was adequate for the
17 "snapshot" purpose of the Master Development Order,
18 recognizing that additional validation adjustments would be
19 needed for use in Incremental Development Orders. At the
20 time of initial approval of the Master Development Order, the
21 Florida Department of Transportation ("FDOT") was working
22 on a district-wide travel demand model, but it was not yet
23 completed. On August 27, 2008, FDOT informed the

Developer, County and Lee County that the FDOT district-wide travel demand model ("FDOT D1 District-wide Model") was available for use for Babcock Ranch. FDOT, County, Lee County and the SWFRPC accepted the use of the FDOT D1 District-wide Model for Babcock Ranch, without sub-area or corridor model refinements for Increment 1-Phase 1. Recognizing that the FDOT D1 District-wide Model may require sub-area and/or corridor model refinements to be made within the transportation impact area of the BRC for Increment 1-Phase 2 and future increments, refinements, if any, will be made consistent with the procedures outlined in Chapter 4 of the FDOT Project Traffic Forecasting Handbook.

(b) The Charlotte County Babcock Ranch Overlay District (the BROD), Policy 2.5.16.5, recognizes that the BROD is a "smart growth" community and specifies that the "internal capture rate ("ICR")" for the BRC shall be maximized, with a targeted internal capture rate of between 50% - 70%. The Developer's Initial Master Traffic Study reflected the mixed-use character of the Community and consequently maximized the "internal capture" elements, resulting in a trip capture rate for the buildout of the BRC of 55% on a peak hour basis. The 2030 roadway network and candidate

roadway improvements resulting from the Developer's Initial Master Traffic Study based on that trip capture rate for the Babcock component are set forth in Exhibit F attached hereto and made a part hereof by reference. Exhibit F also identifies, under 2030 conditions and the 55% ICR, those regionally and locally significant road segments that were projected to be significantly impacted by the BRC and for which a service deficiency is also projected ("Impacted Segments"). The Developer's Initial Master Traffic Study also identified the improvements which may need to be made by 2030 under the 55% ICR to the Impacted Segments to mitigate Babcock's traffic impacts in order to maintain the adopted level of service (LOS) standards.

(c) A supplemental traffic study was also prepared for the Master Development Order by the Developer at the request of review agencies to identify the potential 2030 roadway network and candidate roadway improvements resulting from the Master DRI Traffic Study based on the initial internal capture rate of 22%, ("Supplemental Master Study"). The roadway network and candidate roadway improvements resulting from the Supplemental Master Study based on that trip capture rate also are set forth in Exhibit F attached hereto and made a part hereof by reference. Exhibit F also

identifies, under those 2030 conditions, the same information for the 22% ICR scenario as for the 55% ICR scenario, including those regionally and locally significant road segments that are projected to be significantly impacted by the BRC and for which a service deficiency is also projected ("Impacted Segments") and the improvements which may need to be made by 2030 to the Impacted Segments under a 22% ICR to mitigate Babcock's traffic impacts in order to maintain the adopted level of service (LOS) standards. The road network presented in Exhibit F is a 2030 horizon year projection that will be updated periodically as set forth below in Condition 5.B.(2) to reflect changing conditions in the area. This 22% ICR is to be used for the First Increment, including Phase 1 and Phase 2.

(d) The significant impacts, roadway network, and roadway improvements identified in Exhibit F hereto are provided for comparison purposes between the two internal capture rate scenarios described above. As specified under Conditions 5.B.(2)(a), (2)(b), (2)(c), and (2)(d) below, as data from the annual traffic monitoring program becomes available, as specified under Conditions 5.B.(3)(a) and 5.B.(3)(b) below, this data will be incorporated into the Master Traffic Study Updates as described in Condition 5.B.(2) below. Exhibit F

will then be re-evaluated and revised as specified in Condition 5.B.(2) below.

(e) For purposes of the First Increment, the 22% ICR portions of Exhibit "F" will control the measurement of significant impact for the Incremental DRI traffic studies. Future Increments will use a revised Exhibit "F" as re-evaluated either under Condition 5.B.(2)(a) or B.(2)(b), as applicable.

(2) Master Traffic Study Updates

(a) (1) The first update of the Master Traffic Study will be undertaken and submitted to County, FDOT, Department of Economic Opportunity, Division of Community Development ("DEO"), Lee County and the SWFRPC and approved prior to the submittal of Increment 1-Phase 2, or any subsequent increment, whichever occurs sooner, but in no event later than December 31, 2011 ("Initial Master Traffic Study Update"). The Initial Master Traffic Study Update shall be approved through the NOPC process as a non-substantial deviation, in accordance with Section 5.B.(2)(d), with resulting amendments, if any, to the Master Development Order to be processed as a NOPC. The Initial Master Traffic Study Update shall utilize the FDOT D1 District-wide Model, which has been accepted by FDOT, DEO, County, Lee County and the SWFRPC for use in the Master Traffic Study

Update and subsequent AIDA traffic assessments. The Master Traffic Study Update will result in a Revised Exhibit F, based upon the ICR determined pursuant to paragraph 5.B.(2)(a)(2)a., which will be used for Increment 2 and subsequent increments (the ICR for Increment 1-Phase 2 will be 22%). Coordination meetings as needed and a formal transportation methodology meeting will be held with County, Lee County, SWFRPC, FDOT, and DEO prior to the commencement of the Initial Master Traffic Study Update. The Initial Master Traffic Study Update shall consider the possibility of a new east-west transportation corridor between SR 31 and I-75, and may consider related corridor studies and interchange justification reports, as determined appropriate in the transportation methodology meeting. The FDOT D1 District-wide Model may require sub-area and/or corridor model refinements to be made within the transportation impact area of the BRC. Refinements, if any, will be made consistent with the procedures outlined in Chapter 4 of the FDOT Project Traffic Forecasting Handbook.

(2) a. Each update of the Master Traffic Study will include a reassessment of the internal capture and external trips consistent with paragraph 5.B.(2)(a)(1) above, Trip

Generation, the ITE Trip Generation Handbook, and the FDOT Site Impact Handbook, the FDOT D1 District-wide Model, as it may be adjusted pursuant to professionally accepted techniques applicable to communities of the size, location, mix of uses, and design of Babcock or other travel demand modeling techniques and data that reflect the size, location, mix of uses, and "smart growth" design of the project, and with consideration of the cumulative impacts of previously evaluated increments and monitoring data up to the point of commencement of that particular Master Traffic Study update.

b. Due to its size and mix of uses, the BRC will be divided into a number of traffic analysis zones (TAZs) and tracts, which are combinations of TAZs. The size, location and number of TAZs will be determined by the Developer. There shall be no minimum or maximum number of TAZs or tracts.

c. Adjustments to the FDOT D1 District-wide Model in accordance with 5.B.(2)(a)(2)(a) for estimating trip capture within a large scale community like the BRC, the community capture and external trips for the BRC will be estimated using the following procedures.

(i) The total new trips generated by the BRC development as identified in the Master Traffic Study and based on accepted standard methods of calculation will be reduced as identified in the sections below.

(ii) There are standard mixed land uses (residential, office, retail) for the mixed use development concepts of the ITE Trip Generation Handbook "Mixed Use Development". For those standard land uses, and using the tract as a single TAZ, calculate, using the methods of the ITE Trip Generation Handbook "Mixed Use Development", the internal capture within the tract.

(iii) For each non-standard land use (those land uses not included in the ITE Trip Generation Handbook methodology) within each tract, create a separate TAZ for each non-standard land use. Using the FDOT D1 District-wide Model, applicable at that time, determine the trip capture for those non-standard land uses within the subject tract.

(iv) Using the FDOT D1 District-wide Model, applicable at that time, determine the trip capture between the individual tracts within the BRC.

(v) Estimate the number of pass-by trips consistent with the then most recent editions of the ITE Trip Generation Handbook, and the FDOT Site Impact Handbook. Only those retail uses which are adjacent to the primary public roadways will be eligible for external pass-by trips. Retail that is not adjacent, whether contained internally or substantially set back without direct access to the major public roadways will not be eligible for pass-by trips.

(vi) The remaining net new trips are external to the BRC and will be assigned to the regional roadway network by the FDOT D1 District-wide Model, applicable at that time.

(vii) In the alternative, Developer may use an alternative methodology for estimating internal capture rate if reviewed and approved by FDOT, County, Lee County, SWFRPC and Department of Community Affairs.

(b) (1) Due to the long term buildout of the Project (over 20 years) and potentially changing conditions in the study area, a periodic update of the Master Traffic Study is required and will use the most current, validated FDOT D1 District-wide Model in effect at the time of the commencement of the Master Traffic Study Update. After the Initial Master Traffic Study Update specified in Condition 5.B.(2)(a)(1), additional updates shall be conducted and submitted no later than five (5) years after the effective date of the most recent previous update. The Developer may update the Master Traffic Study at any time during that five (5) year period. Each updated Master Traffic Study will be a complete update similar to the original Master Traffic Study and will result in a Revised Exhibit F. The Master Traffic Study Update shall consider the possibility of a new east-west transportation corridor between SR 31 and I-75, and may consider related corridor studies and interchange justification reports, as determined appropriate in the transportation methodology meeting. A transportation methodology meeting will be held with County, Lee County, the SWFRPC, FDOT and DEO prior to the conduct of each Master Traffic Study Update.

(2) Each update of the Master Traffic Study will include a reassessment of the internal capture and external trips consistent with paragraph 5.B.(2)(a)(1) above.

(c) The First Increment has used the FDOT D1 District-wide Model for Increment 1-Phase 1, prior to an update of the Master Traffic Study. Such use has been accepted by FDOT, County, Lee County, DEO and SWFRPC for use in Increment 1-Phase 1 in accordance with the conditions of the Increment 1 Development Order approved by County on December 15, 2009. Subsequent Increments, including Increment 1-Phase 2, will use the FDOT D1 District-wide Model or the most current, validated FDOT D1 District-wide Model in effect at the time.

(d) The methodology for Master Traffic Study Updates will be coordinated through the SWFRPC and include County, Lee County, FDOT and the DEO. The Master Traffic Study Update is not considered a substantial deviation pursuant to Chapter 380.06 (19) and will be submitted for approval through the NOPC process. Any amendments to the Master Development Order resulting from a Master Traffic Study Update shall be processed as a NOPC. The Master Traffic Study Update process will consist of the following steps and timeframes:

(i) Initial informal coordination meeting to discuss and establish the appropriate methodology, between the Developer and SWFRPC, County, Lee County, FDOT and DEO.

(ii) Submittal of proposed methodology by the Developer to the SWFRPC not less than 14 days in advance of the formal methodology meeting for distribution to the State and Regional review agencies.

(iii) Formal methodology meeting between the Developer and the State and Regional review agencies coordinated by the SWFRPC.

(iv) SWFRPC, within 35 days of the conclusion of the formal methodology meeting(s), will document the findings and agreements made by the participants including a summary of all assumptions agreed upon at the meeting.

(v) SWFRPC shall allow State and Regional review agencies not less than 14 days to agree or disagree in writing with the meeting summary.

(vi) If agreement cannot be reached with all the State and Regional Review agencies, the SWFRPC will designate a methodology in writing to be used by the Developer.

(vii) The Developer shall submit for approval the Master Traffic Study Update and revised MDO Exhibit F to the SWFRPC through the NOPC process, which shall not be considered a substantial deviation, for distribution to the Regional Review Agencies.

(viii) Public hearings will be conducted in accordance with the procedures for processing NOPC's in County in coordination with the SWFRPC.

(3) Biennial Monitoring Program

On a biennial basis, the Developer shall submit a DRI traffic monitoring report to the following entities: County, FDOT, DEO, Lee County, and the SWFRPC. The first monitoring report shall be submitted two (2) years after the recorded date of the approval of the first AIDA Development Order, unless no buildings have been physically occupied by a permanent user. Once a building in Babcock is occupied by a permanent user the biennial traffic monitoring requirement will commence. For the purposes of growth management the Biennial Monitoring will monitor the external trips generated by occupied uses in Babcock. The traffic monitoring program must include the following.

(a) 2-hour AM peak hour and 4-hour PM peak hour turning movement counts and 72-hour machine traffic counts at the BRC's access points onto the external public road network

external to the Property; the 72 hour traffic counts will be derived from the permanent traffic counters installed at Babcock's ingress/egress points as described in Condition 5.B.(7) below.

(b) A comparison of the field-measured Project external trips to the Project's external trips estimated in the AMDA and the Incremental traffic study.

(c) The level of service of all access points between the Project and the external road network.

(d) A summary of construction and development activities to date, using the categories of the Master Development Program.

(e) An estimate of the level of development expected to be added by the Project for the forthcoming year.

(f) The status of the mobility improvements required by any prior Incremental development program.

(g) The status of mobility improvements identified as committed in the Master Traffic Study or Incremental traffic studies.

(h) An estimate of the construction traffic at the Project's access points onto the public roadway network external to the Property.

(4) The Developer shall promote efficient pedestrian and bicycle movement within and between the development's components and

to adjacent properties. The Developer shall link the uses and subdivisions, hamlets, town centers and free standing facilities through a series of sidewalks, bike paths, walking trails and internal roadways of various functional classifications. The Developer shall promote transit service through the inclusion of bus stops or other appropriate transit access points in site design, consistent with the County and Lee County Comprehensive Plans and transit plans, if any. The location of bus stops and transit access points shall be planned and integrated with the BRC bicycle and pedestrian plan.

(5) Within twelve (12) months from the date of the Master DRI Development Order, the Developer shall prepare and submit to County a transit feasibility study for possible transit service within the BRC. The transit feasibility study shall evaluate the feasibility of an internal tram or trolley system to link the villages, hamlets, and town center and other uses and to provide a linkage to the external road network. The feasibility study will evaluate, among other things, the timing of the implementation of the system, system routing, vehicle type, headways, funding sources, and capital and operating costs. If the study determines that such a system is economically viable, Developer will implement the system.

(6) The Developer shall prepare a transit feasibility study of providing public transportation to and from Babcock. The transit feasibility study will evaluate, among other things, the feasibility of providing

public transportation, timing of the implementation of the system, system routing, vehicle type, headways, funding sources, and capital and operating costs. In an effort to insure sufficient population to support this type of transit service, the Developer shall coordinate the initiation of this study with transit representatives from County, Lee County, and the FDOT. The Babcock development will be credited with an appropriate reduction in net external trips for the implementation of such a public transit component. The cost of the study may be credited against Developer's proportionate share mitigation.

(7) The Developer shall install permanent traffic count stations at all BRC ingress/egress points on the external road network and at the County lines on SR31. The equipment will be turned over to County and County will own and maintain the permanent count station equipment. The cost of the permanent count station equipment will be credited against the DRI's traffic mitigation obligation. Data from the count stations shall be made available in a digital format on a periodic schedule agreed to by County and Developer and without any cost, to Developer.

(8) Developer shall provide sufficient queuing lanes and turn lanes along State Road 31 to manage construction traffic in a manner which does not cause substantial delays to other traffic on State Road 31. County and FDOT shall review and approve, the timing

of said improvements (which are to be in place concurrent with construction traffic), the locations, dimensions, and configurations in accordance with County and FDOT standards of said construction traffic queuing and turn lanes.

C. Incremental Review.

(1) Incremental Review Analyses.

Development within the BRC, as identified in the AMDA, will undergo a traffic review through an incremental process with traffic studies prepared for each Increment. A transportation methodology meeting will be held with County, Lee County, FDOT, DEO, and the SWFRPC prior to initiating this study. This will allow the study to address specific issues that may be related to any particular Increment. Each Incremental Traffic Study, other than the traffic studies for Increment 1, will establish the trip capture rate for that Increment consistent with Condition 5.B.(2) which will determine the maximum number of PM peak hour trips external to the Property for that Incremental development program. Professionally accepted techniques and data, including FDOT's then current Site Impact Handbook (or its equivalent) and the then current Subdivision Traffic Study Guidelines for County may be considered in establishing the methodologies for the Incremental studies. If agreement cannot be reached with all the State and Regional Review agencies, the SWFRPC will designate a methodology in writing to be used by the Developer.

As a part of this effort, a traffic study will be prepared in support of that Increment. The Project's trip capture rate, estimated number of external PM peak hour trips, traffic impacts, proportionate share of needed improvements, pipelining of the proportionate share, and mitigation will be established for each Increment. A traffic study will be prepared for each Incremental level of development. The traffic study in support of each Increment will estimate the trips external to the Property for that Incremental development program and will include the following.

(a) Road segment evaluation of those external road segments significantly impacted by the Incremental development program for the AMDA significant impact area per the 22% ICR portions of Exhibit "F" until such time as Exhibit "F" is amended.

(b) Intersection evaluations of those external intersections significantly impacted by the Incremental development program.

(c) Identification of roadway and intersection improvements needed to support that level of development and all area growth coincident with buildout of that Incremental development program at the BRC for the AMDA significant impact area per the 22% ICR portions of Exhibit "F" hereto until such time as Exhibit "F" hereto is amended.

(d) Identification of the Project's proportionate share of those needed roadway and intersection improvements. Proportionate share mitigation shall be limited to insure that if Babcock meets the requirements of Section 163.3180, F.S., it shall not be responsible for the additional cost of reducing or eliminating backlogs. The project's proportionate share shall be directed (i.e. "pipelined") to one or more mobility improvements that benefit a regionally significant transportation facility. The funding of one or more required mobility improvements that will benefit a regionally significant transportation facility consistent with Section 163.3180(12), F.S., satisfies concurrency requirements as mitigation of Babcock's impact upon the overall transportation system even if there remains a failure of concurrency on other impacted facilities.

(e) Identification of the Project's traffic mitigation conditions to address its proportionate share of needed mobility improvements and any pipelining of that proportionate share, but not including mitigation for backlogged conditions. Mitigation for impacts to facilities on the State Strategic Intermodal System shall be made after consultation with and with the concurrence of FDOT. Traffic mitigation conditions would include, but not be limited to, commitments to

construct or pay for certain mobility improvements, provision of right-of-way, provision of design plans in support of improvements, cash payments to County or applicable maintenance agency and/or combinations of the above, and a mitigation payment schedule.

(f) Each Incremental traffic study will include any previously evaluated Increment as Project traffic consistent with Sections 380.06(21)(b) and 380.0651, F.S., and 9J-2.045, F.A.C. Mitigation provided by any previously evaluated Increment shall be credited to the overall impact of the Project.

(g) An accounting system will be established so that if the field measured external trips at the end of the particular Increment are less than previously estimated for that Increment, the Developer would be entitled to credits which can be used by the Developer, sold to other parties or carried over to the next Increment. Alternatively, if the actual traffic for that particular Increment is greater than previously estimated, then the Developer will be required to mitigate those additional traffic impacts as part of the then under review Increment.

(h) The development approved in each Increment will be vested for traffic concurrency purposes through the scheduled

payment of its mitigation requirements (proportionate share) for mobility improvements. The payment schedule and the details of that payment schedule must be established in an enforceable agreement with County or the applicable maintenance agency.

(i) As provided in the AMDA Agreement, an Incremental traffic study may consider relevant information from previously approved studies or Increments, but no Incremental review will result in a requirement to revise any element or requirement of a previously approved Increment other than the provision in item 5.C.(g) above.

(2) Planned Development, Site Plan and Subdivision Plan Approval Within An Increment.

Planned development, site plan, and subdivision plan approvals within an Increment will be evaluated for consistency with the Incremental traffic study as set forth below.

(a) Review the requested approval to verify that the development parameters of the requested approval, when combined with the parameters of any other requested approval already reviewed and approved within the Increment and reflective of any land use conversions, are consistent with the level of development evaluated during the Incremental traffic study.

(b) Review of the requested approval to verify that the projected external trips of the requested approval, when combined with the estimated external trips of any other requested approval already reviewed and approved within the Increment and reflective of any land use conversions, does not exceed the external trips evaluated during the Incremental traffic study.

(c) Review of the requested approval's access points onto the public roadway network external to the Property to determine if: 1) the proposed access points are consistent with the access established in the Master AMDA, AIDA, and/or public access management standards; 2) the access point intersection will operate at acceptable levels of service coincident with the buildout of the requested approval; 3) identify needed improvements, including signalization, at the access point intersections to maintain acceptable levels of service; and 4) identify the estimated turn lane storage lengths for the needed turn lanes at the access point intersections.

(3) The Developer may, at its sole discretion, determine the size, boundaries, land uses, timing, and termination of each Increment. The Developer may file one or more AIDA's for concurrent, overlapping, or sequential increments. Provided, however, the

entire project as reflected in this Master DRI development order may not be submitted in only one increment, and any one filing of one or more AIDA's will not include cumulatively among the filing more than fifty percent (50%) of the entire Master DRI Development Program.

(4)

(a) The Developer's proportionate share obligation, as established per each Increment, shall be directed or pipelined, pursuant to section 163.3180(12), Florida Statutes, to one or more required mobility improvements which may or may not be a part of the AMDA roadway network, which benefit a regionally significant transportation facility and which can be funded by the Developer's proportionate share. The funding of one or more required mobility improvements that will benefit a regionally significant transportation facility consistent with Section 163.3180(12). F.S. satisfies concurrency requirements as a mitigation of Babcock's impact upon the overall transportation system even if there remains a failure of concurrency on other impacted facilities.

(b) The Developer may also utilize proportionate fair-share mitigation, consistent with Section 163.3180(16), which may be directed toward one or more specific transportation

improvements reasonably related to the mobility demands created by the development and such improvements may address one or more modes of travel. Proportionate fair-share mitigation shall be limited to ensure that a development meeting the requirements of Section 163.3180(16), Florida Statutes, mitigates its impact on the transportation system but is not responsible for the additional cost of reducing or eliminating backlogs. The funding of any improvements that significantly benefit the impacted transportation system satisfies concurrency requirements as a mitigation of the development's impact upon the overall transportation system even if there remains a failure of concurrency on other impacted facilities.

(5) In addition to, or in the alternative to the pipelining described in provisions 5.C.(1)(d) and 5.C.(4)(a) above, the developer may also mitigate its traffic impacts pursuant to Rule 9J-2.045, F.A.C.

(6) Incremental Biennial Monitoring Controls.

(a) If the biennial traffic monitoring report for any two year period reveals that the Project's field measured external trips generated by occupied land uses is 80% or more of the maximum number of external PM peak hour trips for the completed Increment(s) and the approved, but uncompleted, Increments and the occupied land uses are less than 50% of

the development program approved for approved, but uncompleted, Increment(s), the Developer shall, within 90 days of the date of the biennial traffic monitoring report, meet with County Public Works to determine if the most recently approved Incremental traffic study must be updated. If an updated traffic study is required, then an updated list of significantly and adversely impacted road segments and corresponding adjustments in the Increment's proportionate share which are needed to complete the most recently approved Increment will be identified in that updated study.

(b) If the biennial traffic monitoring report for any two year period reveals that the Project's field measured external trips generated by occupied land uses exceed the maximum number of external PM peak hour trips for the completed Increment(s) and the approved, but uncompleted, Increment(s), the most recently approved Incremental traffic study will be updated within 120 days of the date of the biennial traffic monitoring report. For that most recently approved Increment, this may result in an updated list of significantly and adversely impacted road segments and a corresponding adjustment in the Increment's proportionate share with the additional proportionate share being directed

to one or more mobility improvements as set in Condition 5.C.(4).

(c) Alternatively, if the Project's field measured external trips exceed the maximum number of external PM peak hour trips for the completed Increment(s) and the approved, but uncompleted, Increment(s), the Developer may declare the most recently approved Increment to be complete in terms of external trips and development program and may submit a new AIDA and Incremental traffic study which may include land area not used in the Increment deemed complete.

(d) If the biennial traffic monitoring report reveals that the Project's field measured external trips generated by occupied land uses exceeds the maximum number of trips from the completed Incremental and the approved, but uncompleted, Incremental development program(s) by the thresholds identified in Section 380.06(19), Florida Statutes, then the provisions regarding substantial deviations will take effect.

(e) If, at the buildout or completion of an Increment, the measured external trips are less than the maximum number of external trips established for the Increment, then the difference in the proportionate share represented by the difference in those external trips will be credited against the

proportionate share projected to be produced by the next subsequent Increment(s).

(f) Every two years, the results of the traffic monitoring report will be compiled with the results of the previous reports. The data from these monitoring reports will be used with respect to the applicable components of the development program prepared for the next Increment, as well as the updates of the Master Traffic Study.

(g) Under Conditions 5.C.(6)(a), (b), and (d) above, development (including but not limited to: planned development, site plan, and sub-division approvals; building permits; construction; and certificates of occupancy) pursuant to Incremental approvals will not be suspended while the traffic study updates and any adjustments required by those provisions are being finalized.

(7) Notice of Lee Road Agreement.

Developer and Lee County entered into the Babcock Ranch Community Road Planning Agreement Regarding The Charlotte County Babcock Ranch Overlay District Amendment on May 23, 2006 ("Lee Road Agreement"). The Lee Road Agreement relates to the mitigation of impacts from BRC on Lee County roads. The Lee Road Agreement sets forth various obligations of the parties to the Lee Road Agreement, and is enforceable by its own terms and not pursuant to this Development Order.

Developer's successors-in-interest and assigns are hereby placed on notice of the Lee Road Agreement and its potential application to development which they may propose to undertake within BRC. A copy of said Agreement shall be made available by Developer upon request of such successors-in-interest and assigns, and a copy shall be on file with the Clerk of the County Commission.

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

2 A. Representations and Commitments as Conditions.

3 (1) The exotic pest plant impacted areas, and native plant communities
4 (approximately 5000 acres) will be managed and incorporated into
5 the final preservation areas and consolidated north-south flow-ways
6 and east-west greenways.

7 (2) The upland preserve/conservation areas and the wetland preserves
8 will have management that optimizes the value and function of
9 these areas of native habitat.

10 (3) There will be an average 100-foot setback from the State Preserve
11 and an average 50-foot setback adjacent to wetlands.

12 (4) Internal roadways will be used to inter-connect separate
13 development pods and will be constructed with wildlife crossings in
14 areas where they cross wildlife corridors. The designs, sizes, and
15 locations of these crossings will be coordinated with County and
16 coordinated and approved by staff from the Florida Fish and
17 Wildlife Conservation Commission (FWC) and the US Fish and
18 Wildlife Service. Internal roadways may be constructed across and
19 through primary flow-ways, as long as the hydrological and wildlife
20 corridor functions are maintained through the crossings. The
21 number of such roadways, not including pedestrian boardwalks and
22 bike, electronic cart, hiking, and equestrian trails (paved or

otherwise), shall be the minimum necessary for safe and efficient public accessibility between development pods.

(5) Roadway layouts in the wildlife corridors will be designed to reduce traffic speeds and minimize the risk of vehicle/wildlife collisions. Traffic calming devices will be employed where appropriate, but will not serve as a substitute for wildlife under crossings or over crossings.

(6) Littoral shelves will be constructed within lake systems and will provide additional foraging areas for wildlife. Littoral shelves will be provided along a minimum of ten percent (10%) of the length of the shoreline of each such lake. Littoral shelves will be designed to mimic the functions of natural systems by establishing shorelines that are sinuous in configuration in order to provide increased length and diversity of the littoral zone. Where appropriate, specific littoral shelf planting areas will be established to provide feeding areas for water dependent avian species. Developer will ensure that recorded restrictions on the Property prohibit the removal of littoral shelf plants, unless replaced with similar plants.

(7) Site lighting standards will be modeled after the International Dark-Sky Association or similar guidelines. Street lighting will use mechanisms to reduce light pollution such as full shield cut-offs to prohibit light from shining upward, low intensity lighting and other acceptable techniques. Greenways, conservation areas and

undeveloped areas bordering these areas where there are unpaved trails will be unlit, or lit to the extent necessary for safety reasons only during periods of designated use.

(8) Golf courses will be designed to comply with the goals of the Audubon International Signature Program – Silver Level certification program, with best management practices developed by the Florida Department of Environmental Protection under Section 403.067, F.S. (2005), or with other equivalent certification programs or equivalent best management practices.

(9) During the construction process, appropriate measures will be taken to minimize impacts to preserved wetlands and to water quality. Wetland and upland buffer areas to be preserved will be clearly marked in the field to avoid damage of and intrusion into protected areas. Appropriate construction Best Management Practices will be employed. Prior to commencement of construction near preserved wetlands, including proposed water control structures, erosion control devices will be installed to control and reduce soil erosion, sediment transport and turbidity. Such devices (e.g., silt fencing, temporary sediment traps, impoundment areas to control excessive discharges, etc.) will remain in place throughout the duration of construction in an area until construction zones and surrounding areas are stabilized.

(10) Erosion control methods/devices used during construction will generally conform to applicable standards set forth in FDER's "The Florida Development Manual: A Guide to Sound Land and Water Management," Sections 6-301 through 6-500 of Chapter 6: "Storm Water and Erosion Control Best Management Practices for Developing Areas; Guidelines for Using Erosion and Sediment Control Practices," (ES BMP 1.011.67. FDER, Tallahassee, FL 1988).

(11) Freshwater marsh creation areas will be over excavated and backfilled to final grade with organic soils. Tree, shrub, and prairie planting areas will have topsoil furloughed from the grading area or organic mulch added to achieve final grade.

(12) Two hydrologic improvement projects are proposed, one in Curry Canal and one on the west side of Telegraph Swamp and southeast of Hamlet II. At a minimum, each project will have new or modified water control structure(s).

(13) The Developer has prepared an environmental sustainability plan for the Property which calls for protecting environmentally sensitive wetlands and uplands areas, providing for mitigation of certain disturbed areas, enhancing preservation areas, preserving agricultural areas, establishing Greenways and public recreation and environmental education programs. As part of the Developer's implementation plan, the Developer will utilize conservation

easements as set forth below. Areas in the Developer's plan identified for mitigation will be included in the ERP for placement under a conservation easement. Wetland Areas in the Developer's plan which are not impacted by the project will be protected by a conservation easement. Existing agricultural uses located within the project but which are outside of the development areas shown on Map H will be placed under a conservation easement which will allow for the continuance of agricultural operations. The upland enhancement and preservation areas identified in the Developer's plan will be placed under conservation easements. Acreages referenced in the Developer's plan are subject to change based on future permitting considerations. All required easements will be granted to the SFWMD or other appropriate governmental entity with a compliance monitoring staff. Easements not required by a condition of an environmental permit may be granted to an appropriate governmental entity or to a non-profit charitable entity that exists for the purpose of holding land for conservation purposes with a compliance monitoring staff. The recording of the conservation easements will be phased concurrent with various AIDA's, construction, and plat approvals.

(14) (a) To the maximum extent reasonably practicable, above-ground and underground utility lines (e.g., water, sewer, electric, gas, telephone, cable, electronic, etc.) will be

located within or adjacent to roadway corridors on the Property. Where this is not practicable, Developer shall consult with County and the pertinent utility to establish a location which minimizes to the maximum degree reasonably practicable impacts on upland enhancement and preservation areas.

(b) With respect to the location of major utility transmission lines on the Property, Developer will consult with County and the pertinent utility prior to such location in an effort to minimize impacts from such lines on environmental resources located on the Property.

(c) Nothing herein shall preclude the location of utility or transmission lines within the north/south "Limited Transportation, Pedestrian and Utility Corridor" shown on Exhibit "B" hereto.

(15) BRC greenways will be maintained in their natural state and kept free of refuse and debris. Category I exotic plant pests as defined by the Florida Exotic Pest Plant Council (EPPC) and as set forth in Exhibit "E" attached hereto and made a part hereof will be controlled to ninety-five percent (95%) occurrence (except for torpedo grass, *Panicum repens,* and cogon grass, *Imperata cylindrica,* that will be controlled to a ninety percent (90%) occurrence) in non-agricultural greenway areas. Category II pest

plants, as set forth in Exhibit "E" hereto, and other plants reaching a problematic, invasive level will also be controlled to reasonable and achievable levels in non-agricultural greenway areas. Maintenance of these preserve areas will be conducted in perpetuity consistent with state, local, and federal government environmental permit approvals.

(16) The prescribed fire plan for BRC will be a program that mimics the natural fire cycle for the various habitat types identified within the mitigation and preserve areas. Prescribed burning will be planned and carried out by a Certified Prescribed Burn Manager (as licensed by the Florida Division of Forestry) and experienced fire crew.

(17) The Developer shall dedicate a one (1) acre site and provide a 3,000 square feet, pre-fabricated, shell building to County for mosquito control operations use pursuant to the schedule shown on Exhibit "D" hereto.

B. Other Conditions.

(1) Integrated Pest Management ("IPM") will be utilized in BRC. IPM will involve the monitoring of sites for pest related problems, determining when a problem needs attention and taking appropriate action with the least amount of environmental impact. IPM will maximize the use of biological controls (i.e., bat houses, etc.), organic pest control methods, insecticidal soaps, and fish oils

beneficial to lowering the environmental impact of pest control. Property and homeowner education will also be an IPM component within the Community.

(2) All USFWS and FWC threatened and endangered species management plans ("T&E Plans") for the documented listed species including Florida panther (*Puma concolor coryi*) (E), wood stork (*Mycteria americana*) (E), beautiful pawpaw (*Deeringothamnus pulchellus*) (E), Florida sandhill crane (*Gruscanadenis pratensis*) (T), Eastern indigo snake (*Drymarchon corais couperi*) (T), little blue heron (*Egretta caerulea*) (SSC), snowy egret (*Egretta thula*) (SSC), tricolored heron (*Egrettea tricolor*) (SSC), white ibis (*Eudocimus albus*) (SSC), gopher tortoise (*Gopherus polyphemus*) (T), American alligator (*Aligator mississippiensis*) (SSC), Audubon's crested caracara (*Polyborus plancus audubonii*) (T), roseate spoonbill (*Platalea ajaja*) (SSC), Sherman's fox squirrel (*Sciurus niger shermani*) (SSC) and Florida burrowing owl (*Athene cunicularia floridana*) (SSC) approved at the time of issuance of this Development Order are incorporated by reference herein and made a part hereof. Any additional species which are listed after the issuance of this Development Order and which are documented in an AIDA shall have a T&E Plan developed and approved by USFWS and FWC and said plan shall

be incorporated by reference as a condition of the particular incremental development order.

(3) The SFWMD issued Permit Number 08-00119-P on July 6, 2006, which includes certain authorizations and permit conditions, in accordance with its jurisdiction over such matters and the Property. Developer has committed to follow this permit and its conditions, which is a separate and enforceable legal document in accordance with its terms. Compliance with this permit, as it may be amended from time to time, addresses mitigation of certain impacts of the BRC development. Such permit is issued under the authority of an agency other than County and, therefore, shall be subject to enforcement by the issuing agency. County will assist said agency, if requested, in monitoring Developer's compliance with the conditions of said permit. Developers' successors-in-interest and assigns are hereby placed on notice of this permit and its potential application to development which they may propose to undertake within BRC.

(4) The United States Army Corps of Engineers issued Permit Number SAJ-1992-264(NW-TWM) on May 22, 2006, which includes certain authorizations and permit conditions, in accordance with its jurisdiction over such matters and the Property. Developer has committed to follow this permit and its conditions, which is a separate and enforceable legal document in accordance with its

terms. Compliance with this permit, as it may be amended from time to time, addresses mitigation of certain impacts of the BRC development. The permit is issued under the authority of an agency other than County and, therefore, is subject to enforcement by the issuing agency. County will assist said agency, if requested, in monitoring Developer's compliance with the conditions of said permit. Developers' successors-in-interest and assigns are hereby placed on notice of this permit and its application to development which they may propose to undertake within BRC.

(5) The United States Army Corps of Engineers issued Permit No. SAJ-2006-6656 (IP-MJD) which includes certain authorizations and permit conditions, in accordance with its jurisdiction over such matters and the Property. Developer has committed to follow this permit and its conditions, which is a separate and enforceable legal document in accordance with its terms. Compliance with this permit, as it may be amended from time to time, addresses mitigation of certain impacts of the BRC development. The permit is issued under the authority of an agency other than County and, therefore, is subject to enforcement by the issuing agency. County will assist said agency, if requested, in monitoring Developer's compliance with the conditions of said permit. Developers' successors-in-interest and assigns are hereby placed on notice of

this permit and its application to development which they may propose to undertake within BRC.

(6) The SFWMD issued Permit No. 08-00004-S-05 (Application No. 070330-5) to Developer for a conceptual ERP in accordance with its jurisdiction over such matters and the Property. Developer will follow the authorizations and permit conditions, which is a separate and enforceable legal document in accordance with its terms. Compliance with this permit, as it may be amended from time to time, addresses mitigation of certain impacts of the BRC development. The permit is issued under the authority of an agency other than County and, therefore, is subject to enforcement by the issuing agency. County will assist said agency, if requested, in monitoring Developer's compliance with the conditions of said permit. Developers' successors-in-interest and assigns are hereby placed on notice of this permit and its application to development which they may propose to undertake within BRC.

C. Incremental Review.

(1) The threatened and endangered species management plan ("T&E Plan") is that plan for threatened and endangered species provided for in the ERP and United States Army Corps of Engineers Permit ("ACOEP") for Babcock Charlotte.

(2) The incremental review will address compliance of the increment with the T&E Plan. It will also address the detailed plan to protect

any wetlands in the increment or to mitigate for proposed impacts on such wetlands. Upland habitats of threatened and endangered species (not including species addressed in the Biological Opinion of the U.S. Fish and Wildlife Service for Babcock Charlotte) which are not addressed by the T&E Plan shall also be addressed in the AIDA to maintain such habitats to the extent practicable with the development planned for those areas, or to relocate affected listed species to other appropriate habitat.

(3) The incremental review will include an assessment of any pertinent information developed pursuant to a condition of the Master DRI development order which has been developed since the Master DRI development order was issued in order to determine if that new information shows that a change in the T&E Plan is needed in order to provide the same level of protection, remediation, or mitigation that is contemplated in the Master DRI development order.

(4) Each AIDA shall identify the number of acres to be contained in the Increment with respect to each of the following Greenway categories and the percentage of the total of each and shall include a companion map:

(a) Greenway acreage not under conservation easements

(i) agricultural lands

(ii) non-agricultural lands

(b) Greenway acreage under conservation easements

(i) wetland conservation

(ii) wetland enhancement

(iii) upland conservation

(iv) agriculture

(5) Each AIDA shall identify any conservation easements over wetlands and uplands which have been delivered.

(6) Each AIDA shall include a copy of any wildlife survey which has been conducted pursuant to an ERP or ACOEP since the last AIDA was filed.

(7) Each AIDA shall provide an updated Greenway Map.

(8) Each AIDA including roadway within a wildlife corridor will detail the roadway design features to be employed with regard to surface material, lighting, signage, access, and speed limits. The existing unpaved North/South road corridor located along the east Property line may serve as a transportation, pedestrian, and utility (e.g. wells, lift stations, transformers, pump stations, associated lines and infrastructure for water, wastewater, gas, electric, cable, electronic, etc.) corridor consisting of not more than 120 feet in width with a maximum speed limit of 20mph. The existing North/South road shall not be modified beyond its current existing maximum width, nor paved, unless such modification has been considered in an AIDA review and approved in an Incremental development order, or has been reviewed and approved pursuant

1 to a Notification of Proposed Change ("NOPC") to a development
2 order.

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

2 A. Representations and Commitments as Conditions

3 (1) Low Flow Fixtures: Low volume plumbing fixtures will be installed
4 in all new homes and businesses. The plumbing fixtures will
5 comply with the following maximum flow volumes at 80 psi:

6 Toilets: 1.6 gallons per flush

7 Shower heads: 2.5 gallons per minute

8 Faucets: 2.0 gallons per minute

9 (2) Customer billing by Town and Country Utilities Company will be
10 based on the use of water conservation-based rate structures.

11 (3) Leak Detection: Town and Country Utilities Company will
12 implement leak detection programs in the event water losses
13 exceed 10 percent. Site tours and routine maintenance personnel
14 trips along water supply and distribution lines will also be
15 conducted. On a monthly basis, metered usage will be compared
16 to the master potable supply meter reading.

17 (4) Town and Country Utilities Company will distribute literature to
18 households describing water conservation practices.

19 (5) Drought-Tolerant Landscaping: The use of native landscaping and
20 the Florida Yards and Neighborhoods Program principles will be
21 incorporated throughout the project site.

22 (6) Reuse Water: Irrigation water will utilize reclaimed water produced
23 by the water reclamation facility. During times when irrigation

demand exceeds reclaimed water supply, irrigation water will be derived from the on-site lake system. The lake system will be replenished with ground water.

(7) Leak Detection Program: Reports of water leaks will be directed to personnel during business hours. Site tours and routine maintenance personnel trips along water supply and distribution lines will also be conducted. On a monthly basis, customer metered usage will be compared to the master meter reading.

(8) Irrigation System Design: Rain sensors and/or soil moisture sensors are required for irrigation systems within the project site in order to preclude irrigation during rainfall events. The project will install low flow irrigation systems for common areas where reasonably practicable.

(9) Fertilization Program: Written fertilization guidelines will be developed that establish standards for all common area fertilization and guidelines for individual property owners. The guidelines will comply with SWFRPC Resolution 2007-1 to the extent adopted by County and as it may be modified by County from time to time, except that reuse irrigation water may be applied within 25 feet of a wetland or water body. The program will be based on the results of soil samples, water sources, drainage patterns, and the landscape planned. This program will be designed to provide sufficient nutrition to sustain density and vigor for the landscape plantings

intended for the Community that will enhance their resistance to disease, weeds, and insects. Education of residents and landscape maintenance contractors will be included in the program. The program standards will include an annual schedule for applications of controlled release and slow release fertilizers. The program will also identify appropriate buffer requirements for all areas on the site with respect to wetlands and all natural or created bodies of water. The above fertilization program does not eliminate the requirement of compliance with any County fertilizer ordinance.

(10) Various types of on-site wastewater treatment systems may be used permanently at the plant nursery, the North Babcock Area, restroom facilities in the project's trail system, and the mining office. Pursuant to F.S. 381.0065(4), as may be amended, an operating permit must be obtained prior to the use of any aerobic treatment unit or if the establishment generates commercial waste. Buildings or establishments that use an aerobic treatment unit or generate commercial waste will be subject to annual inspections by the State Department of Health to assure compliance with the terms of the operating permit. Any currently permitted uses of such systems may continue pursuant to existing, modified, and renewed permits.

(11) On-site wastewater treatment systems may be utilized at selected locations such as construction trailers, sales centers, and other non-residential facilities where centralized sewer is not currently

available. Each of these non-permanent systems must be licensed as in paragraph (10) above and may continue to be used for five (5) years from the date of installation of each system and thereafter must be abandoned in accordance with state and County regulations. Notwithstanding the foregoing, models, sales centers and associated construction trailers may be extended on an annual basis as needed and such consent by County shall not be unreasonably withheld.

(12) Bio-solids may be converted into a Class AA residual that may be used as a slow release fertilizer on the site, provided this use meets applicable permitting conditions for the site.

B. Other Conditions.

(1) The proposed water treatment and distribution and wastewater collection and treatment systems will be designed consistent with current County standards.

(2) All potable water facilities, including any possible on-site potable water treatment plants, will be properly sized to supply average and peak day domestic demand, in addition to fire flow demand, at a flow rate approved by the County Fire Department.

(3) The lowest quality of water available and acceptable should be utilized for all non-potable water uses.

(4) Irrigation systems for new construction will comply with County's irrigation and landscaping ordinance, as may be amended from time to time.

(5) Town and Country Utilities Company or its successor or assigns will provide water, wastewater, and reclaimed water to BRC.

(6) SFWMD issued Permit Number 08-00122 W, in October 2007, which includes certain authorizations and permit conditions, in accordance with its jurisdiction over such matters and the Property. Developer has committed to follow this permit and its conditions, which is a separate and enforceable legal document in accordance with its terms. Compliance with this permit, as it may be amended from time to time, addresses mitigation of certain impacts of the BRC development. Such permit is issued under the authority of an agency other than County and, therefore, shall be subject to enforcement by the issuing agency. County will assist said agency, if requested, in monitoring Developer's compliance with the conditions of said permit. Developers' successors-in-interest and assigns are hereby placed on notice of this permit and its potential application to development which they may propose to undertake within BRC.

(7) Developer may apply for a permit(s) from the SFWMD for non-potable (landscape irrigation) withdrawals, in accordance with its jurisdiction over such matters and the Property. Upon issuance,

Developer will follow the authorizations and permit conditions, which will be a separate and enforceable legal document in accordance with its terms. Compliance with this permit, as it may be amended from time to time, will address mitigation of certain impacts of BRC development. Such permit will be issued under the authority of an agency other than County and, therefore, shall be subject to enforcement by the issuing agency. County will assist said agency, if requested, in monitoring Developer's compliance with the conditions of said permit. Developers' successors-in-interest and assigns are hereby placed on notice of this permit application and its potential application to development which they may propose to undertake within BRC.

C. Incremental Review.

(1) The AIDA which includes the North Babcock Area shall identify the water and wastewater treatment option(s) which will be employed in the North Babcock Area.

(2) Each AIDA shall include an updated Primary Utility Corridor map.

(3) Each AIDA shall identify the source of water for the Increment and the service provider.

(4) Each AIDA shall identify the service provider and the type(s) of wastewater treatment system(s) to be used in the Increment and their duration(s) of use.

(5) A centralized wastewater treatment system, in the form of package plants, shall be limited to 1.5 MGD (not including wastewater treatment options[s] which will be employed in the North Babcock Area).

(6) Package plants shall be bonded to ensure that planned conversion to a permanent centralized wastewater treatment system will be funded. Prior to approval of the applicable Incremental development order, County and Developer shall devise a methodology to determine bonding requirements to maintain and operate the package plants in the event of abandonment, which shall include a bond amount based upon the differential between the anticipated revenue generated from the then current County utility rates and the anticipated cost to operate and maintain said package plants for fifteen (15) years from the date of construction. Such bond shall be released upon the construction of the permanent centralized wastewater system discussed below.

(7) During the appropriate Increment, Developer shall submit plans for the permanent centralized water and/or wastewater treatment plants or portions thereof (not including the package plants provided above) to County. County shall have thirty (30) days to review said plans for compliance with County standards and to provide comment on the plans compliance with County standards to Developer. Developer shall have thirty (30) days to review and

respond to County's comments. County shall then have thirty (30) days to review Developer's comments and to provide Developer with any additional comments regarding the plans compliance with County standards.

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8. HISTORICAL AND ARCHEOLOGICAL SITES

A. Representations and Commitments as Conditions - No relevant provisions.

B. Other Conditions.

(1) A Cultural Resources Survey was prepared and approved by the Florida Department of State, Division of Historical Resources ("DHR"). No cultural resources eligible for listing on the National Register of Historic Places were identified within the BRC, and the development is unlikely to affect historic properties. If any archaeological/historical resources are discovered during the development activities, all work that might cause damage to such resources shall cease immediately, and the Developer shall contact the DHR, SWFRPC, and County so that a state-certified archaeologist can determine the significance of the findings and recommend appropriate preservation and mitigation actions, as necessary.

(2) When County establishes a local register of historical sites, any sites in BRC which qualify for listing on the local register will be listed. Any protection of such resources will be subject to agreement between Developer and County.

(3) By the end of the second DRI Increment, Developer will establish a permanent display of the history of the Babcock Ranch, including but not limited to the railroad and telegraph facilities.

1 C. Incremental Review. – None.

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9. EDUCATION

A. Representations and Commitments as Conditions.

The Developer shall dedicate five school sites on the Property: three elementary schools (20 acres each), one middle school (30 acres), and one high school (50 acres), and an educational service center (25 acres). Site acreages are net developable acres exclusive of jurisdictional wetlands and listed species habitat areas. These sites will be delivered on the schedule set forth in Exhibit "D", attached hereto, as that schedule may be revised by agreement of Developer and the Charlotte County School Board.

B. Other Conditions. Public facilities such as parks, libraries, and community centers shall be co-located with schools to the extent reasonably practicable. Elementary schools shall be encouraged as focal points for neighborhoods.

C. Incremental Review. Developer shall provide anticipated student generation numbers as part of an AIDA using student generation rates contained in the Student Impact Analysis form.

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10. POLICE AND FIRE

A. Representations and Commitments as Conditions.

(1) District shall construct the shells of the law enforcement and fire/rescue buildings. The term "shell" means site preparation, foundations, laying of all utilities, exterior building structural components (including all exterior windows and doors), interior unfinished load-bearing walls and floors, stairs, elevators, and general building MEPF (mechanical, electrical, plumbing, and fire) systems, but not including MEPF systems specific to a floor plan layout. The building shells may be constructed in phases. The building shells shall be completed by District and turned over to County on the schedule set forth in Exhibit "D" attached hereto. Until the turnover to County, District shall be responsible for maintenance of the building shells and the associated building landscaping and any costs of operations elected by District to be incurred prior to said turnover(s). If the District elects to operate any such buildings prior to turnover to County, County will consider an operational contract with District. The Developer or District shall be reimbursed from the impact fees, but only up to the amount of the impact fees collected from the Development (not including any interest earned by County), for the design and construction costs of those buildings and the costs of all associated infrastructure; i.e., water, sewer, paving, drainage, landscaping, lighting, signage, etc.

(collectively the "Costs"), but not for the sites. District shall be reimbursed by County from funds other than impact fees collected from the Development for the Costs of any portion of a building requested by County which is in excess of that required by County standards to satisfy the demand for the building created by the Development Program.

(2) Site acreages are net developable acres exclusive of jurisdictional wetlands and listed species habitat areas. The sites shall be conveyed with exotic pest plants removed, infrastructure provided, and on a schedule set forth in Exhibit "D" attached hereto.

B. Other Conditions.

(1) The fire flows required for the BRC will be provided. Adequate system storage and pumping capacity will be installed to provide the required flows. Distribution system pipes will be sized to deliver the fire flows to the buildings to meet the requirements of the National Fire Protection Association.

(2) As the development of the project progresses, the Developer will coordinate with the Sheriff's Office prior to or during site plan review regarding security measures and features that will likely deter criminal activity in the BRC.

(3) Four sites totaling 10.25 acres will be dedicated for police and/or fire rescue operations and for a communications tower. Site acreages are net developable acres exclusive of jurisdictional

wetlands and listed species habitat areas. The Sheriff's facility will be co-located within a central fire/rescue building on a 5.75 acre site along with the fire and police communications tower on that site. Any additional acres requested by County for such operations will be subject to payment by County pursuant to a purchase contract negotiated between Developer and County.

(4) The District shall place an interim fully operational double-wide trailer at least 24 feet in width and 60 feet in overall length as the first Sheriff's Sub-Station next to the existing fire station located on SR 31 which will utilize the utilities serving the existing fire station.

(5) An EMS vehicle will be provided by Developer pursuant to the schedule in Exhibit "D" hereto. The housing of that vehicle will be the responsibility of County.

(6) The public purpose buildings and sites shall be subject to the land development regulations and architectural guidelines established for the Property.

(7) All law enforcement, fire, and EMS impact fees collected from the Development (not including any interest earned by County) shall be provided to District in the form of reimbursements.

(8) Babcock is intended to be a "Firewise" community and will employ "Firewise" principles where appropriate. The County's Office of Emergency Management will cooperate with and assist the District in this endeavor.

1 C. Incremental Review.

2 (1) Each AIDA shall include an updated Exhibit "D" schedule.

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11. SOLID/HAZARDOUS/MEDICAL WASTE

A. Representations and Commitments as Conditions. – None.

B. Other Conditions.

(1) The project shall be bound by all applicable recycling requirements in effect in the County at the time of the development, and all solid waste shall be disposed of by a waste hauler licensed by the State of Florida.

(2) Any buildings where hazardous materials, or waste, is to be used, displayed, handled, generated or stored shall be constructed with impervious floors with adequate floor drains leading to separate impervious holding facilities that are adequate to contain and safely facilitate cleanups of any spill, leakage, or contaminated water.

(3) Discharge of hazardous waste effluent into the sewage system shall be prohibited unless approved by permit issued by FDEP. There shall be no discharge of hazardous waste or of medical wastes from medical facilities into septic tanks.

(4) Any business within the BRC that generates hazardous waste will be responsible for the temporary storage, siting and proper disposal of the hazardous waste generated by such business. However, there will be no siting of hazardous waste storage facilities contrary to the County zoning regulations. There shall be no disposal of hazardous waste within the BRC.

(5) Any off-site disposal of hazardous waste will be the responsibility of the business that has generated the hazardous waste subject to all applicable local, state, and federal regulations.

(6) Restaurant operators will be required to comply with the County's grease trap ordinance that requires routine maintenance of the grease removal system.

(7) The responsibility for disposing of medical and hazardous waste lies with the waste generator in accordance with local, state and federal law.

(8) Any commercial operations that routinely handle extremely hazardous chemicals (such as the water and wastewater treatment facilities, hospitals and golf courses) will be required to comply with OSHA and NFPA fire and life safety requirements as well as all other local, state, and federal requirements.

(9) Natural gas is identified as a source of energy for the development. The Developer will meet with the Charlotte County Fire & Emergency Medical Services Department to advise it of the location of gas lines prior to installing such lines.

(10) All grease traps will be required to comply with local and state codes. The wastewater from these grease traps will be sent to a centrally located wastewater treatment facility, designed to comply with the applicable effluent quality requirements. The captured grease will be hauled off by a licensed hauler.

C. Incremental Review.

(1) Each AIDA will indicate whether or not the proposed Increment will be part of the County's Sanitation District, and if not, what other option will be used. Each AIDA will include a letter from the service provider that collection will be provided and a letter of availability regarding landfill capacity for the proposed Increment.

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12. AIR

A. Representations and Commitments as Conditions.

Dust prevention on development sites will employ wet or other suppression options consistent with applicable NPDES requirements. Unpaved roads will be watered as needed. Paving of roads will be performed as early in the construction schedule as is reasonably possible.

B. Other Conditions.

BRC shall comply with any applicable FDEP regulations regarding air quality.

C. Incremental Review. – None.

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13. HURRICANE PREPAREDNESS

A. Representations and Commitments as Conditions.

The District will build the shells of community center civic buildings and certain portions of public school buildings on the Property to hurricane building standards per American Red Cross publication #4496, and said buildings will be equipped with emergency generators.

B. Other Conditions.

(1) District shall develop a hurricane preparation and shelter information program for the residents of the Property which will include annual awareness communications to residents. The appropriate County departments dealing with emergency preparedness will cooperate with and assist the District in the development of this program. A copy of the information program shall be provided to County prior to the first residential closing.

(2) To encourage sheltering in place, hurricane window protection shall be offered as an option to the initial purchasers of single-family residences in BRC.

C. Incremental Review. – None.

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14. OPEN SPACE, PARKS, AND LIBRARY

A. Representations and Commitments as Conditions.

(1) Developer agrees to provide a minimum of thirty-five (35%) percent of the gross acreage of the BRC as open space. "Open Space" shall consist of the Primary Greenway Plan, non-residential vegetated green space (including, but not limited to, community supported agriculture and community gardening), lakes and ponds not engineered for stormwater, lakes and ponds engineered for stormwater with general public access, hiking trails, greenways, bike paths, upland and wetland areas. Active uses such as ball fields, golf courses and other related recreation uses can be counted toward Open Space, but only 50% of the area can be utilized for calculation purposes.

(2) BRC will provide 19.5 acres of mini-parks, 58.4 acres of neighborhood parks, and 177.9 acres of community/regional parks, totaling 255.8 acres, as well as other open space areas within neighborhoods, which will exceed the expected demand created by BRC. As set forth on Exhibit "D" attached hereto, the community and regional park buildings and parks site improvements are required by the issuance of the 5,900th dwelling unit certificate of occupancy. Each neighborhood park with pavilion and restrooms will be required by the issuance of the 500th dwelling unit certificate of occupancy within each of the neighborhoods.

(3) One site totaling 15 acres will be dedicated for a library. Site acreage is net developable acres exclusive of jurisdictional wetlands and listed species habitat. Developer shall be required to fund the construction of a 24,000 square foot library shell building. The County may desire to construct a library facility totaling 40,000 square feet. The County and the Developer agree to cooperate with respect to the design, construction and funding of this library facility. Developer shall fund the library shell building costs for 24,000 square feet and the County shall fund the construction of the library shell building costs for 16,000 square feet, in addition to the construction completion of the library facility herein. Phase I of the library to be provided by the issuance of the 10,000th dwelling unit certificate of occupancy, and Phase II of the library to be provided by the issuance of the 15,000th dwelling unit certificate of occupancy as shown on the schedule in Exhibit "D".

(4) The parks and library sites shall be conveyed with exotic pest plants removed and infrastructure provided.

(5) District shall construct the shells of the public purpose buildings (including park and library facilities). The term "shell" means site preparation, foundations, laying of all utilities, exterior building structural components (including all exterior windows and doors), interior unfinished load-bearing walls and floors, stairs, elevators, and general building MEPF (mechanical, electrical, plumbing, and

fire) systems, but not including MEPF systems specific to a floor plan layout. The building shells shall be completed by District and turned over to County on the schedule shown on Exhibit "D" attached hereto. Until the turnover to County, District shall be responsible for maintenance of the building shells and the associated building landscaping and any costs of operations elected by District to be incurred prior to said turnover(s). If the District elects to operate any such buildings prior to turnover to County, County will consider an operational contract with District. The Developer or District shall be reimbursed from the impact fees, but only up to the amount of the impact fees collected from the Development (not including any interest earned by County), for the design, construction, and permitting costs of those buildings and the costs of all associated infrastructure; i.e., water, sewer, paving, drainage, landscaping, lighting, signage, etc. (collectively the "Costs"), but not for the sites. District shall be reimbursed by County from funds other than impact fees collected from the Development for the Costs of any portion of a building requested by County which is in excess of that required by County standards to satisfy the demand for the building created by the Development Program.

(6) District or Developer shall prepare the master plans for the park sites in consultation with County and at no cost to the County. The

County shall participate with the design team in development of the master plans.

(7) The parks and library buildings and sites shall be subject to the land development regulations and architectural guidelines established for the Property.

B. Other Conditions.

(1) All landscaped open space areas shall be replanted with native vegetation after construction.

(i) Ninety percent (90%) of the trees and ninety percent (90%) of the shrubs installed in public areas will be native plants.

(ii) Seventy-five percent (75%) of the total number of required trees and seventy-five percent (75%) of the shrubs installed in privately owned areas will be native plants.

(iii) One hundred percent (100%) of the trees and shrubs installed in primary greenways will be native plants.

(iv) All plants listed on the Florida Exotic Pest Plant Council's 2007 List of Invasive Plant Species Category I and II, as set forth in Exhibit "E" attached hereto and incorporated herein by reference are prohibited for use as landscaping material.

(v) Plant material used for landscaping must conform to the standards for Florida Number 1, or better as given in Grades and Standards for Nursery Plants (1998 or latest), and Grades and Standards for Nursery Plants Florida

Department of Agriculture and Consumer Services, Tallahassee, Florida.

(2) General agricultural operations may be conducted in accord with the Land Development Code.

(3) The mining lake located immediately west of the northernmost Major Park shown on Map H will be reclaimed in accordance with the approved Reclamation Plan and the County permit upon the cessation of mining in the lake and will be incorporated into the plan for said park (although remaining in District ownership) for park uses, subject to restrictions and requirements of SFWMD and/or other governing agencies, and will be connected to the Greenway.

(4) The parks and library buildings shall be completed, staffed, and opened by County on the schedule shown on Exhibit "D" attached hereto.

(5) Public facilities such as parks, libraries and community centers will be co-located with schools to the extent reasonably practicable. Elementary schools will be encouraged as focal points for neighborhoods.

(6) All parks and library impact fees collected from the Development (not including any interest earned by County) shall be provided to District in the form of reimbursements.

(7) The common recreational areas and common open spaces will be maintained by either a master property owner's association, the District, or a Chapter 190 Community Development District.

(8) Vegetated upland areas within conservation areas will be part of the extensive recreational open space system of BRC.

C. Incremental Review.

(1) Each AIDA shall provide the number of acres of Open Space to be provided in the Increment and the cumulative number with other approved Increments.

(2) Each AIDA shall include an updated Exhibit "D" schedule.

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15. HOSPITALS AND HEALTHCARE

A. Representations and Commitments as Conditions. – None.

B. Other Conditions.

Hospital beds and assisted living facilities may be provided within BRC subject to applicable licensing.

C. Incremental Review.

Each AIDA shall indicate whether or not a certificate of need has been, or will be, filed for hospital or other healthcare facilities in the proposed Increment.

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16. ENERGY

A. Representations and Commitments as Conditions.

(1) All community recreational facilities and businesses will be encouraged to have bicycle parking facilities located closer to the building entrances than non-handicapped parking spaces.

(2) Developer will evaluate internal transit options, and will implement options determined by the evaluation to be economically viable.

(3) Window design, as well as other design features such as building orientation, solar roof access, overhangs, shading through landscape or interior shades, porches, free standing walls, fences, louvers, awnings, or shutters will be considered to optimize energy efficiency.

(4) The material choices for streets, parking lots, sidewalks, and the trail system shall be selected to encourage the reduction of the heat island effect. Alternatives to impervious pavement, and the use of open areas, landscaping and shade trees will be an integral component of the design.

(5) Lighting for streets, parking, recreation and other public areas should include energy efficient fluorescent/electronic ballasts, photovoltaics, low voltage lighting, motion sensors and/or timers on lighting and full cut-off luminaries in fixtures that comply with the International Dark-Sky Association standards.

(6) Water closets will have a maximum water usage of 1.6 gallons/flush. Showerheads and faucets will have a maximum flow rate of 2.5 gallons/minute at 80 psi water pressure. Faucet aerators will limit flow rates to 0.5 gallons per minute.

(7) A primarily native plant pallet to reduce water consumption throughout the community will be used as referenced in Section 14, Open Space, Parks and Library, above. Additionally, Developer will strive to use innovative irrigation technology, such as drip irrigation, moisture sensors, and micro spray heads to reduce irrigation water use.

(8) All recreational areas as well as the integrated sidewalks, trails, and paths shall include shade trees where design allows.

B. Other Conditions.

(1) Commercial and residential buildings shall comply with the Florida Energy Efficiency Code for Building Construction.

(2) Site development shall comply with the Florida Green Building Coalition Certification Standards or equivalent green building standards.

(3) One Zero Energy Home ("ZEH") model will be built to feature and promote net zero energy efficient housing.

(4) The Developer shall allow potential home buyers to select photovoltaic systems, solar hot water heaters, and other alternative

energy or energy efficient features as an option that is clearly listed in marketing materials.

(5) Recognizing that green building, efficient energy alternatives and the integration of existing and future technology is important and rapidly evolving, the Developer shall continue to evaluate alternatives and create a green building program of options available to the homes and businesses to be built in BRC. Specific programs may include, but are not limited to, higher efficiency appliances, higher efficiency HVAC systems, solar hot water heaters, solar pool heaters, programmable thermostats, net metering as allowed by State law (when and if available under the law) and other. Inasmuch as alternative methods of producing and providing energy is also evolving, the Developer shall work with the State and local power suppliers (LCEC and FP&L) and with suppliers of other commercially reasonable technologies, or combinations thereof, with the objective to create practical and affordable energy options to reduce the consumption of non-renewable energy sources and to encourage the use of renewable energy sources within BRC. Developer shall also explore the usefulness and feasibility in Southwest Florida of green roofs (or suitable alternatives) for residential and commercial buildings, to further reduce energy demands. Compliance with this condition shall be shown by including in the biennial reports a summary of

the green building efforts and program to date and the green options made available to homes and businesses.

C. Incremental Review. – None.

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17. MINING OPERATIONS

A. Representations and Commitments as Conditions.

The existing mining operations may be continued during development of the Community consistent with permitting. As mining operations are phased out, mining lakes will be properly reclaimed pursuant to applicable permits.

B. Other Conditions. – None.

C. Incremental Review. – None.

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

2 County has determined that the BRC project is consistent with the County
3 Comprehensive Plan.

4 **19. BIENNIAL REPORTS**

5 The Developer, or its successor(s)-in-title to the undeveloped portions of the
6 Property, must submit a biennial report to the County, the SWFRPC and the DEO, on
7 Form RPM-BSP Annual Report – 1. This report must describe the stage of development
8 and the status of compliance with the DRI development order conditions as of the date
9 of submission and be consistent with the rules of DEO. The first monitoring report must
10 be submitted to the DRI Coordinator for SWFRPC, DEO, and County no later than two
11 years after the effective date of this development order. Further reporting must be
12 submitted not later than once every two years for subsequent calendar years thereafter,
13 until Buildout, whether actual or declared. Failure to comply with this biennial reporting
14 procedure is governed by Subsection 380.06(18), Florida Statutes, which provides for
15 the temporary suspension of the DRI development order. The Developer must inform
16 successors-in-title to any undeveloped portion of the real property covered by this
17 development order of this reporting requirement.

18 **20. CHANGED CONDITIONS**

19 If County, during the course of monitoring the development, can demonstrate that
20 substantial changes in the conditions underlying the approval of the development order
21 has occurred or that the development order was based on substantially inaccurate
22 information provided by the Developer, resulting in additional substantial regional
23 impacts, then a substantial deviation shall be deemed to have occurred.

1

2 **21. COMPLIANCE MONITORING**

3 The County Administrator, or his or her designee, shall be the local official
4 responsible for assuring compliance with the development order. Monitoring
5 procedures will include County's site plan review and code enforcement procedures,
6 and the Biennial Reports.

7 **22. EXEMPTION FROM DOWNZONING AND DENSITY/INTENSITY REDUCTION**

8 Pursuant to Subsection 380.06(15)(c)3, Florida Statutes, this project is exempt
9 from downzoning, intensity reduction, or unit density reduction until September 9, 2042,
10 unless County can demonstrate that substantial changes in the conditions underlying
11 the approval of the development order have occurred or the development order was
12 based on substantially inaccurate information provided by the Developer or that the
13 change is clearly established by local government to be essential to the public health,
14 safety, or welfare.

15 **23. COMMENCEMENT OF DEVELOPMENT**

16 Development shall commence in accordance with the deadline(s) established in
17 the Incremental development orders.

18 **24. PROJECTED BUILDOUT**

19 The project is being built in Increments. Buildout of the final Increment is
20 projected to occur on or about September 9, 2042 ("Buildout Date").

21 **25. EXPIRATION DATE**

22 The expiration date for this Development Order is March 3, 2044.

1 **26. DEVELOPMENT PERMITS**

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

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

14 B. An expiration of this development order as provided herein.

15 **27. GENERAL PROVISIONS**

16 The approval granted by this development order is limited. Such approval shall
17 not be construed to relieve the Developer of the duty to comply with all other applicable
18 local, state or federal permitting regulations.

19 A. Developer and County shall work together in a cooperative manner to
20 ensure that the necessary applications to County, the issuance of permits and the
21 conduct of inspections occur expeditiously and that development is not impeded by
22 unnecessary delays associated with such applications, permit issuances, and
23 inspections.

B. It is understood that any reference herein to any governmental agency shall be construed to mean any future entity which may be created or be designated or succeed in interest to, or which otherwise possesses any of the powers and duties of, any referenced governmental agency in existence on the effective date of this development order.

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

D. If there is a conflict between a provision in this development order and a provision in an ERP, a Consumptive Use Permit ("CUP") or ACOEP, the provision in the ERP, CUP, or ACOEP shall prevail.

E. In the event that any portion or section of this development order is determined to be invalid, illegal, or unconstitutional by a court or agency of competent jurisdiction, such decision shall in no manner, affect the remaining portions of this development order which shall remain in full force and effect.

F. This development order shall be binding upon the County and the Developer, its assignees or successors-in-interest.

G. This development order shall become effective as provided by law.

H. Certified copies of this development order shall be provided by the County to DEO and the SWFRPC as provided in Subsection 380.06(25)(g), Florida Statutes.

I. This Resolution shall be recorded in the Minutes of the Board.

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PASSED AND DULY ADOPTED this 28TH day of January, 2014.

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By: _____
Kenneth W. Doherty, Chairman

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

By: Michelle DiBerardino
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: _____
Janette S. Knowlton, County Attorney

TK LR2014-2692

P:\WPDATA\PUBLIC\KAREN\RES\Babcock\NOPC2013\FinalResolution-BabcockMDO-NOPC-13-04-08
LR2014-2692

EXHIBITS

Exhibit A	Legal Description
Exhibit B	Master Concept Plan (Map H)
Exhibit C	Questions to be addressed in AIDA's
Exhibit D	Updated Summary of Land Dedications and Facilities Construction
Exhibit E	Florida Exotic Pest Plant Council's 2007 List of Invasive Plant Species
Exhibit F	Master (Buildout 2035) Roadway Network with Initial Internal Capture Rate – 22% and with Developer's Estimated Community Capture Rate – 60%

EXHIBIT A

January 28, 2014

Legal Description

CHARLOTTE COUNTY PARCEL:

A parcel of land lying within Sections 29, 31 through 33, Township 41 South, Range 26 East, AND, Sections 4 through 10, Sections 15 through 17 and Sections 19 through 36, Township 42 South, Range 26 East, Charlotte County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 31, Township 42 South, Range 26 East and run S89°41'45"E, along the South line of said Section 31, a distance of 50.00 feet to a point on the East right-of-way line of State Road No. 31, said point also being the Point of Beginning of the parcel of land herein described; Thence continue S89°41'45"E a distance of 5,189.75 feet to the Southwest corner of Section 32, Township 42 South, Range 26 East; Thence S89°41'45"E a distance of 5,306.08 feet to the Southeast corner of Section 32, Township 42 South, Range 26 East; Thence S89°37'16"E a distance of 5,289.11 feet to the Southwest corner of Section 34, Township 42 South, Range 26 East; Thence S89°35'44"E a distance of 5,294.60 feet to the Southeast corner of Section 34, Township 42 South, Range 26 East; Thence S89°35'44"E a distance of 5,294.60 feet to the Southwest corner of Section 36, Township 42 South, Range 26 East; Thence S89°35'44"E, along the South line of Section 36, Township 42 South, Range 26 East, a distance of 3,430.66 feet; Thence N00°00'40"W a distance of 10,185.53 feet; Thence N05°46'23"E a distance of 1,058.56 feet; Thence N66°40'38"W a distance of 200.62 feet; Thence S83°12'47"W a distance of 1,373.33 feet; Thence N30°17'33"W a distance of 1,686.63 feet; Thence N70°02'41"W a distance of 1,332.41 feet; Thence S72°42'44"W a distance of 1,430.81 feet; Thence N49°18'31"W a distance of 2,362.25 feet; Thence S69°00'57"W a distance of 1,518.19 feet; Thence S21°08'17"W a distance of 865.44 feet; Thence S20°29'11"E a distance of 1,375.91 feet; Thence N74°38'25"E a distance of 1,635.69 feet; Thence S00°18'50"E a distance of 1,509.92 feet; Thence S89°45'02"W a distance of 4,154.48 feet; Thence N51°39'36"W a distance of 782.53 feet; Thence N04°14'12"E a distance of 1,329.59 feet; Thence N39°20'59"W a distance of 1,779.16 feet; Thence N42°01'35"W a distance of 1,162.94 feet; Thence S52°01'16"W a distance of 818.34 feet; Thence S62°56'46"W a distance of 516.42 feet; Thence S89°59'33"W a distance of 307.20 feet; Thence N80°05'18"W a distance of 334.84 feet; Thence N20°54'51"W a distance of 336.86 feet; Thence N05°03'05"E a distance of 533.36 feet; Thence N22°47'49"E a distance of 5,490.82 feet; Thence N55°42'26"E a distance of 195.73 feet; Thence N21°59'06"W a distance of 1,739.17 feet; Thence N52°37'55"E a distance of 867.75 feet; Thence N13°36'57"W a distance of 2,507.33 feet; Thence S78°50'16"W a distance of 687.95 feet; Thence N19°48'25"W a distance of 366.25 feet; Thence N08°01'21"W a distance of 493.32 feet; Thence N03°43'40"E a distance of 687.22 feet; Thence N00°28'20"E a distance of 674.51 feet; Thence N25°12'33"W a distance of 261.13 feet; Thence N42°54'55"W a distance of 643.19 feet; Thence N07°19'37"W a distance of 171.40 feet; Thence N13°05'30"E a distance of 201.96 feet; Thence N32°40'01"W a distance of 186.12 feet; Thence N05°04'15"W a distance of 1,832.77 feet; Thence N19°47'08"W a distance of 527.20 feet; Thence N26°13'22"W a distance of 802.13 feet; Thence S79°06'55"W a distance of 475.20 feet; Thence N74°19'19"W a distance of 1,689.05 feet; Thence N01°26'06"W a distance of 897.42 feet; Thence N89°51'42"W a distance of 67.91 feet; Thence N00°00'03"W a distance of 1,218.37 feet; Thence N39°50'11"W a distance of 190.86 feet; Thence N00°00'29"W a distance of 324.62 feet; Thence N89°59'52"W a distance of 688.20 feet; Thence N00°00'00"E a distance of 1,967.22 feet; Thence N41°13'25"W a distance of 2,825.17 feet; Thence S89°59'57"W a distance of 3,566.80 feet; Thence S00°00'03"E a distance of 2,799.34 feet; Thence S89°11'17"W a distance of 5,960.98 feet to a point on the East right-of-way line for State Road No. 31; Thence along the East right-of-way line for State Road No. 31, the following courses and distances: S00°48'43"E a distance of 2,976.13 feet and S00°34'01"W a distance of 786.25 feet; Thence S89°25'59"E a distance of 4,104.32 feet; Thence S00°01'22"E a distance of 2,084.04 feet; Thence S16°46'15"E a distance of 1,740.24 feet; Thence S09°11'59"W a distance of 1,325.85 feet; Thence S73°15'18"E a distance of 661.15 feet; Thence N59°20'29"E a distance of 577.75 feet; Thence S38°10'48"E a distance of 551.46 feet; Thence S86°25'56"E a distance of 385.80 feet; Thence S24°01'11"E a distance of 975.12 feet; Thence S57°46'34"E a distance of 530.20 feet; Thence S70°04'12"E a distance of 1,843.47 feet; Thence N63°01'21"E a distance of 1,214.99 feet; Thence S50°03'22"E a distance of 2,565.56 feet; Thence S13°56'09"W a distance of 1,953.90 feet; Thence S12°51'59"E a distance of 1,862.33 feet; Thence S71°59'01"W a distance of 448.53 feet; Thence N45°00'57"W a distance of 266.60 feet; Thence S69°50'23"W a distance of 1,104.27 feet; Thence S26°10'55"E a distance of 1,272.60 feet; Thence S62°45'03"W a distance of 4,638.30 feet; Thence S82°12'01"W a distance of 711.48 feet; Thence S81°38'00"W a distance of 5,167.82 feet; Thence N77°54'41"W a distance of 707.32 feet; Thence N89°28'15"W a distance of 299.98 feet to a point on the East right-of-way line for State Road No. 31; Thence along the East right-of-way line for State Road No. 31, the following courses and distances: S00°31'45"W a distance of 4,197.71 feet, S00°26'10"W a distance of 5,282.33 feet and S00°36'46"W a distance of 5,337.00 feet to the Point of Beginning.

Containing 13,630.60 acres, more or less.

Dimensions and acreage shown are grid values.

Bearings hereinabove mentioned are based on the South line of Section 31, Township 42 South, Range 26 East to bear S89°41'45"E.

S:\20056201-01\Charlotte-Sketch and Description.dwg (11x14-P (3)) sp Oct 23, 2007 - 7:56am

JOHNSON ENGINEERING

251 WEST HICKPOCHEE AVENUE
LABELLE, FLORIDA 33935
PHONE (863) 612-0594
FAX (863) 612-0341
E.B. #642 & L.B. #642

Babcock Ranch Community
Sketch Of Description

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
January 2007	20056693-602	31-42-26	As Shown	3

EXHIBIT B

January 28, 2014

(Master Concept Plan – Map H)

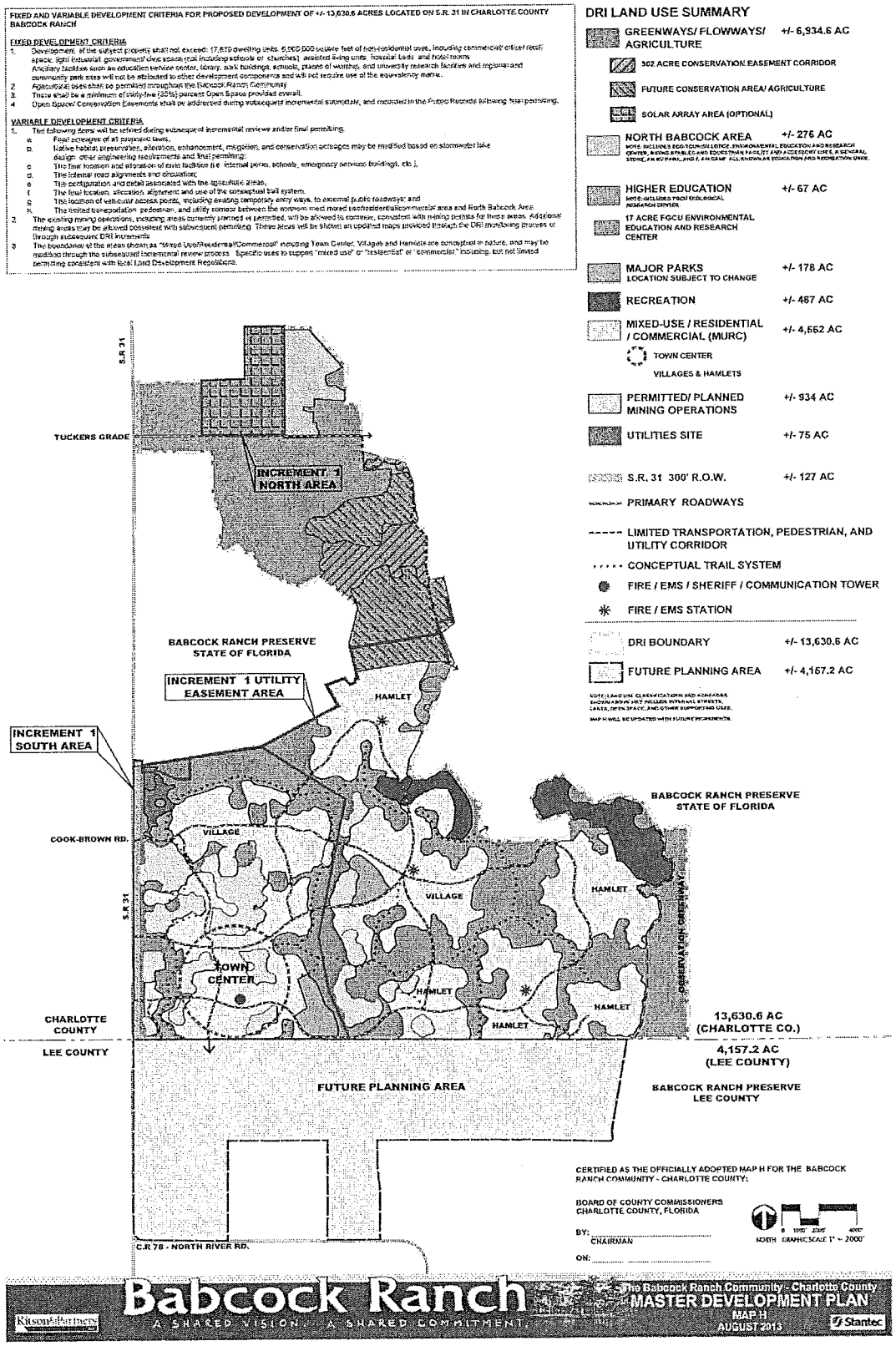

EXHIBIT B

(Expanded Fixed and Variable Criteria depicted on B-1 Master Concept Plan – Map H)

FIXED AND VARIABLE DEVELOPMENT CRITERIA FOR PROPOSED DEVELOPMENT OF +/- 13,630.6 ACRES LOCATED ON S.R. 31 IN CHARLOTTE COUNTY
BABCOCK RANCH

FIXED DEVELOPMENT CRITERIA

1. Development of the subject property shall not exceed: 17,870 dwelling units and 6,000,000 square feet of non-residential uses, including commercial/ office/ retail space, light industrial, government/ civic space (not including schools, places of worship, libraries, or parks), assisted living units, hospital beds, and hotel rooms.
   Ancillary facilities such as the educational service center, schools, and university research facilities, libraries, places of worship, regional and community park sites, and the necessary utility infrastructure including, but not limited to, water, wastewater and reuse water systems, electric, telephone and cable systems will not be attributed to other development components set forth above, will not count towards the maximum thresholds of development as established in the Development Order and the BROD policies of the 2050 Smart Charlotte Comprehensive Plan, and will not require use of the equivalency matrix.
2. Agricultural uses shall be permitted throughout the Babcock Ranch Community.
3. There shall be a minimum of thirty-five (35%) percent Open Space provided overall.
4. Open Space/ Conservation Easements shall be addressed during subsequent incremental submittals, and recorded in the Public Records following final permitting.

VARIABLE DEVELOPMENT CRITERIA

1. The following items will be refined during subsequent incremental reviews and/or final permitting:
   a. Final acreages of all proposed uses;
   b. Native habitat preservation, alteration, enhancement, mitigation, and conservation acreages may be modified based on stormwater lake design, other engineering requirements and final permitting;
   c. The final location and allocation of civic facilities (i.e. internal parks, schools, emergency services buildings, etc.);
   d. The internal road alignments and circulation;
   e. The configuration and detail associated with the agriculture areas;
   f. The final location, allocation, alignment and use of the conceptual trail system;
   g. The location of vehicular access points, including existing temporary entry ways, to external public roadways; and
   h. The limited transportation, pedestrian, and utility corridor between Hamlet I and North Babcock Area.
2. The existing mining operations, including areas currently planned or permitted, will be allowed to continue, consistent with mining permits for these areas. Additional mining areas may be allowed consistent with subsequent permitting. These areas will be shown on updated maps provided through the DRI monitoring process or through subsequent DRI increments.
3. The boundaries of the areas shown as "Mixed Use/ Residential/ Commercial", including Town Center, Villages, and Hamlets, are conceptual in nature, and may be modified through the subsequent incremental review process. Specific uses to support "mixed use" or "residential" or "commercial," including, but not limited to parking, stormwater lakes, preservation areas, parks or other space, may be identified and refined during subsequent incremental review and/or through subsequent permitting consistent with local Land Development Regulations.

The following indicates which application questions are to be addressed only in the Master DRI Application and which questions are to be addressed in both the AMDA ("Master") and the AIDA's ("Increment"). It also indicates those instances where only documentation required by the corresponding Incremental Review provision of this Master Development Order is to be provided ("Documentation").

AMDA and AIDA Questionnaire Responses

Question	1, Statement of Intent	Master, Increment
Questions	2, 3 Applicant Information	Master, Increment
Question	4, Notarized Authorization	Master, Increment
Question	5, Legal Description	Master, Increment
Question	6, Binding Letter Status	Master
Question	7, Local Government Jurisdiction	Master
Question	8, Permitting Status	Master, Increment
Question	9, Maps (All)	Master
Question	9, Maps B, F, G, H, I, J	Increment
Question	10, Part 1, Project Description	Master, Increment
Question	10, Part 2, Comprehensive Plan	Master
Question	10, Part 3, Demographics	Master
Question	10, Part 4, Impact Summary	Master
Question	11, Revenue Generation	Master
Question	12, Vegetation and Wildlife (*MDO* **Condition 6**)	Master, Increment
Question	13, Wetlands (*MDO* **Condition 6**)	Master, Increment
Question	14, Water (*MDO* **Condition 4**)	Master, Increment
Question	15, Soils	Master
Question	16, Floodplains (*MDO* **Condition 4**)	Master, See Stormwater Management
Question	17, Water Supply (*MDO* **Condition 7**)	Master, Increment
Question	18, Wastewater Management (*MDO* **Condition 7**)	Master, Documentation
Question	19, Stormwater Management (*MDO* **Condition 4**)	Master, Increment
Question	20, Solid Waste (*MDO* **Condition 11**)	Master, Documentation
Question	20, Hazardous Waste (*MDO* **Condition 11**)	Master, Documentation
Question	21, Transportation (*MDO* **Condition 5**)	Master, Increment
Question	22, Air (*MDO* **Condition 12**)	Master

AMDA and AIDA Questionnaire Responses, (continued)

Question 23, Hurricane Preparedness..... Master, Documentation
(*MDO* **Condition 13**)

Question 24, Housing..... Master
(*MDO* **Condition 3**)

Question 25, Police and Fire Protection ..... Master, Documentation
(*MDO* **Condition 10**)

Question 26, Recreation/Open Space ..... Master, Documentation
(*MDO* **Condition 14**)

Question 27, Education ..... Master
(*MDO* **Condition 9**)

Question 28, Health Care..... Master, Documentation
(*MDO* **Condition 15**)

Question 29, Energy..... Master, Documentation
(*MDO* **Condition 16**)

Question 30, Historical/Archaeological ..... Master, Documentation
(*MDO* **Condition 8**)

Question 33, Hospitals ..... Master, Documentation
(*MDO* **Condition 15**)

Question 35, Mining Operations ..... Master, Documentation
(*MDO* **Condition 17**)

EXHIBIT D

January 28, 2014

SUMMARY OF LAND DEDICATION & FACILITIES CONSTRUCTION

SITE & BUILDING DEDICATION/CONSTRUCTION TIME LINE

The criteria for determining public facility shell completion and/or land dedication shall be by certificate of occupancy ("C/O") referenced below.

Public Facilities Required	Aggregate Site Dedication (acre)	Number of Sites (#)	Shell Building Required (s.f.)	Commencement of Operations				
Parks, Recreation and Cultural Resources								
Community Park/Regional Park	77.9	1	6500 *1	5,900th C/O		Community Park Building and park site improvements by the 5,900th du/C.O.		
Neighborhood Parks (Village Parks)	58.4	7	2500 *2	500th C/O *5	1-Neighborhood Park #1 w/Pav & restrooms (500th C/O within Neighborhood).	2- Neighborhood Park #2&3 w/Pav & restrooms (500th C/O within Neighborhood).	2-Neighborhood Park #4&5 w/Pav & restrooms (500th C/O within Neighborhood).	2-Neighborhood Park #6&7w/Pav & restrooms (500th C/O within Neighborhood).
Mini Parks *8	19.5	11			As Neighborhoods develop	As Neighborhoods develop	As Neighborhoods develop	As Neighborhoods develop
Library Component	15.0	1	24000 *3 15,000 (County participation)	10,000th C/O		Phase I - 20,000 sf building by the 10,000th du/C.O. *9	Phase II Library by the 15,000th C/O	
Regional park and community park to be centrally located	100.0	1	6,500 *1	5,900th C/O		Regional Park Building and park site improvements by the 5,900th du/C.O.		
Fire/Rescue/Law Enforcement								
Site #1	5.5	1	17,300 (9,300 sf for Sheriff; 8,000 sf for Fire)	One (1) EMS vehicle by 500th C/O - Combined Fire Station and Sheriff facilities by 5,000th C/O	One (1) EMS Transport Vehicle by the 500th C/O 17,300 combined Fire Station and Sheriff facilities by the 5,000th C/O. *10			
Site #2	1.5	1	6,500	2nd Fire Station 10,000th C/O		6,500 sf Fire Station by the 10,000th C/O		
Site #3	1.5	1	6,500	3rd Fire Station 15,000th C/O			6,500 sf Fire Station by the 15,000th C/O	
Site #4	1.5	1	6,500	4th Fire Station 17,000th C/O				6,500 sf Fire Station by the 17,000th C/O
Fire & Police Communications Tower Site *11	0.25	1		Site identification and dedication by 5,000th C/O (will be located adjacent to the combined fire/sheriff site)				
Interim Sheriff's Sub-station Office Trailer *12			24'W x 60' overall L	1st residential building permit	Will be operational by the issuance of the first residential building permit. *12			
Public Facilities								
County Annex - "County Hall"			20,000	By the issuance of the 7,000th C/O *14		The County Hall building will be operational by the issuance of the 7,000th C/O		
Solid Waste								
Site #1	6.0	1	n/a	Prior to the issuance of the 10,000th C/O				
Extension Services								
Site #1	24.0	1	n/a	Prior to the issuance of the 1st C/O *15				
Mosquito Control pre-fab building (shell only)	1.0	1	3000 *7	Prior to the issuance of the 5,000th C/O	Prior to the issuance of the 5,000th C/O			
Site#2	1.0	1	n/a	Prior to the issuance of the 5,000th C/O				
Total page 1	313.05							

EXHIBIT D

January 28, 2014

SUMMARY OF LAND DEDICATION & FACILITIES CONSTRUCTION

SITE & BUILDING DEDICATION TIME LINE

Public Facilities Required	Aggregate Site Dedication (acre)	Number of Sites (#)	Shell Building Required (s.f.)		Commencement of Operations			
						The phase reference above is an estimate only. The criteria for determining public facility shell completion and/or land dedication shall be by certificate of occupancy ("C/O")		
Schools *6					School Board criteria for land dedication per the School Site Dedication Agreement.			
Elementary Schools	60 (20 per school)	3	n/a	*6		School Board criteria for land dedication per the School Site Dedication Agreement.	School Board criteria for land dedication per the School Site Dedication Agreement.	School Board criteria for land dedication per the School Site Dedication Agreement.
Middle Schools	30.0	1	n/a				School Board criteria for land dedication per the School Site Dedication Agreement.	
High Schools	50.0	1	n/a					School Board criteria for land dedication per the School Site Dedication Agreement.
Educational Service Center	25.0	1	n/a			School Board criteria for land dedication per the School Site Dedication Agreement.		
sub-total page 2	**165.0**							
Grand total pages 1 & 2	**478.05**							

Notes to Exhibit 'D'

*1 Community park building improvements to include community center, plus pavilion and restrooms.

*2 Neighborhood parks (village park) to include pavilion and restrooms.

*3 Phased Library option. The developer shall be required to fund the construction of a 24,000 sf library shell building. The County may desire to construct a library facility totaling 40,000 sf. The County and the developer agree to cooperate, with respect to the design, construction, and funding of this library facility. The developer shall fund the library shell building costs for 24,000 sf and the County shall fund the construction of the library shell building costs for 16,000 sf. in addition to the construction completion of the library facility described herein.

*4 RESERVED.

*5 Must be completed and turned over prior to the 500th C/O for the village within which it is located.

*6 First school may be developed as an interim school within a commercial building, located within the Town Center or in some other facility, agreed to between the School Board and the District. The school board and the District shall determine the timing of the dedication of the required school sites and the educational service center, required above, during the DRI review process. During the DRI process the School Board and the District will negotiate an agreement for the bonded construction, leaseback, and sale of the buildings pursuant to the issuance of bonds by the District for said construction.

*7 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.

*8 Mini parks required herein shall be designed, developed, and maintained by the Developer; the District; or the master property owner's association. The mini parks shall not be dedicated to the County.

*9 RESERVED.

*10 The first fire station building will be co-located with the sheriff's sub-station facility.

*11 A communication tower site for the exclusive use of the Fire/EMS and Sheriff's department will be located adjacent to the combined fire/sheriff facility and will be deeded to the County by the issuance of the 5,000th residential C/O.

*12 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.

*13 RESERVED.

*14 A County Annex building will be constructed. This facility will be designed as a gathering place for community residents, and as County Commission and key staff satellite offices. Appropriate operations shall be served from this facility. The District may choose to construct the shell building earlier than the 7,000th C/O, following which the District will be responsible to maintain the exterior of the building and all site improvements constructed to support the County Annex building until the building is completed and occupied by the County (7,000 C/O). The County, at its option, may increase the size of the County Annex and fund said expansion.

*15 Primitive camp site development may occur on Site #1 without being included in an increment.

General Notes:

1) All dedications and construction, required under this schedule, shall be completed and turned over based on a dwelling unit certificate of occupancy use threshold required above.

2) The shell building construction required above shall be completed by the Developer one (1) year prior to the issuance of the C/O referenced in the column entitled 'Commencement of Operations'.

Florida Exotic Pest Plant Council's 2007 List of Invasive Plant Species

CATEGORY I

Invasive exotics that are altering native plant communities by displacing native species, changing community structures or ecological functions, or hybridizing with natives. This definition does not rely on the economic severity or geographic range of the problem, but on the documented ecological damage caused.

Scientific Name	Common Name
Abrus precatorius	rosary pea
Acacia auriculiformis	earleaf acacia
Albizia julibrissin	mimosa, silk tree
Albizia lebbeck	woman's tongue
Ardisia crenata (=*A. crenulata* misapplied)	coral ardisia
Ardisia elliptica (=*A. humilis* misapplied)	shoebutton ardisia
Asparagus aethiopicus(=*A. sprengeri; A. densiflorus* misapplied)	asparagus-fern
Bauhinia variegata	orchid tree
Bischofia javanica	bishopwood
Calophyllum antillanum (=*C. calaba* and *C. inophyllum* misapplied)	Santa maria (names "mast wood," "Alexandrian laurel" used in cultivation
Casuarina equisetifolia	Australian-pine, beach sheoak
Casuarina glauca	suckering Australian- pine, gray sheoak
Cinnamomum camphora	camphor tree
Colocasia esculenta	wild taro
Colubrina asiatica	lather leaf
Cupaniopsis anacardioides	carrotwood
Dioscorea alata	winged yam
Dioscorea bulbifera	air-potato
Eichhornia crassipes	water-hyacinth
Eugenia uniflora	Surinam cherry
Ficus microcarpa (*F. nitida* and *F. retusa* var. *nitida* misapplied)	laurel fig
Hydrilla verticillata	hydrilla
Hygrophilia polysperma	green hygro
Hymenachne amplexicaulis	West Indian marsh grass
Imperata cylindrica (*I. brasiliensis* misapplied)	cogon grass
Ipomoea aquatica	waterspinach
Jasminum dichotomum	gold coast jasmine
Jasminium fluminense	Brazilian jasmine
Lantana camara	lantana, shrub verbena
Ligustrum licidum	glossy privet
Ligustrum sinsense	Chinese privet, hedge privet
Lonicera japonica	Japanese honeysuckle
Ludwigia peruviana	Peruvian primrosewillow
Lygodium japonicum	Japanese climbing fern
Lygodium microphyllum	Old World climbing fern

Florida Exotic Pest Plant Council's 2007 List of Invasive Plant Species

CATEGORY I, (continued)

Scientific Name	Common Name
Macfadyena unigus-cati	cat's claw vine
Manilkara zapota	sapodilla
Melaleuca quinquenervia	melaleuca, paper bark
Mimosa pigra	catclaw mimosa
Nandina domestica	nandina, heavenly bamboo
Nephrolepis cordifolia	sword fern
Nephrolepis multiflora	Asian sword fern
Neyraudia reynaudiana	burma reed, cane grass
Paederia cruddasiana	sewer vine, onion vine
Paederia foetida	skunk vine
Panicum repens	torpedo grass
Pennisetum purpureum	napier grass
Pistia stratiotes	waterlettuce
Psidium cattleianum (=*P. littorale*)	strawberry guava
Psidium guajava	guava
Pueraria montana var. *lobata* (=*P. lobata*)	kudzu
Rhodomyrtus tomentosa	downy rose-myrtle
Rhynchelytrum repens (=*Melinis repens*)	natal grass
Ruellia tweediana (=*R. brittoniana, R. coerulea*)	Mexican petunia
Sapium sebiferum (=*Tridiaca sebifera*)	popcorn tree, Chinese tallow tree
Scaevola taccada (=*Scaevola sericea, S. frutescens*)	scaevola, half-flower, beach naupaka
Schefflera actinophylla (=*Brassaia actinophylla*)	schefflera, Queensland umbrella tree
Schinus terebinthifolius	Brazilian pepper
Senna pendula var. *glabrata* (=*Cassia coluteoides*)	climbing cassia, Christmas cassia, Christmas senna
Solanum tampicense (=*S. houstonii*)	wetland nightshade, aquatic soda apple
Solanum viarum	tropical soda apple
Syngonium podophyllum	arrowhead vine
Syzgium cumini	jambolan plum, Java plum
Tectaria incisa	incised halberd fern
Thespesia populnea	seaside mahoe
Tradescantia fluminesis	white-flowered wandering jew
Urochola mutica (=*Brachiaria mutica*)	para grass

Florida Exotic Pest Plant Council's 2007 List of Invasive Plant Species

CATEGORY II

Invasive exotics that have increased in abundance or frequency but have not yet altered Florida plant communities to the extent shown by Category I species. These species may become ranked Category I, if ecological damage is demonstrated.

Scientific Name	Common Name
Adenanthera pavonina	red sandalwood
Agave sisalana	sisal hemp
Aleurites fordii (=*Vernicia fordii*)	tung oil tree
Alstonia macrophylla	devil tree
Alternanthera philoxeroides	alligator weed
Antiginon leptopus	coral vine
Aristolochia littoralis	calico flower
Asystasia gangetica	Ganges primrose
Begonia cucullata	wax begonia
Blechum pyramidatum	green shrimp plant, Browne's blechum
Broussonetia papyrifera	paper mulberry
Callisia fragrans	inch plant, spironema
Casuarina cunninghamiana	river sheoak, Australian-pine
Cecropia palmate	trumpet tree
Cestrum diurnum	day jessamine
Chamaedorea seifrizii	bamboo palm
Clematis terniflora	Japanese clematis
Cryptostegia madagascariensis	rubber vine
Cyperus involucratus (*C. alternifolius* misapplied)	umbrella plant
Cyperus prolifer	dwarf papyrus
Dalbergia sissoo	Indian rosewood, sissoo
Elaeagnus pungens	silverthorn, thorny olive
Epipremnum pinnattum cv. Aureum	pothos
Ficus altissima	false banyan, council tree
Flacourtia indica	governor's plum
Hemarthria altissima	limpo grass
Hibiscus tiliaceus (=*Talipariti tiliceum*)	mahoe, sea hibiscus
Ipomoea fistulosa (=*I. carnea* ssp. *fistulosa*)	shrub morning-glory
Jasminum sambac	Arabian jasmine
Kalanchoe pinnata	life plant
Koelreuteria elegans ssp. *formosana* (=*K. formosana*; *K. paniculata* misapplied)	flamegold tree
Leucaena leucocephala	lead tree
Limnophila sessiliflora	Asian marshweed
Livistona chinensis	Chinese fan palm
Melia azedarach	Chinaberry
Melinis minutiflora	Molassesgrass

Florida Exotic Pest Plant Council's 2007 List of Invasive Plant Species

CATEGORY II, (continued)

Merremia tuberose	wood-rose
Murraya paniculata	orange-jessamine
Myriophyllum spicatum	Eurasian water-milfoil
Nymphoides cristata	snowflake
Panicum maximum	Guinea grass
Passiflora biflora	two-flowered passion vine
Pennisetum setaceum	green fountain grass
Phoenix reclinata	Senegal data palm
Phyllostachys aurea	golden bampoo
Pittosporum pentandrum	Philippine pittosporum, Taiwanese cheesewood
Pteris vittata	Chinese brake fern
Ptychosperma elegans	solitaire palm
Rhoeo spathacea (see *Tradescantia spathacea*)	
Ricinus communis	castor bean
Rotala rotundifolia	roundleaf toothcup, dwarf Rotala
Sansevieria hyacinthoides	bowstring hemp
Scleria lacustris	Wright's nutrush
Sesbania punicea	purple sesban, rattlebox
Solanum diphyllum	two-leaf nightshade
Solanum jamaicense	Jamaica nightshade
Solanum torvum	susumber, turkey berry
Sphagneticola trilobata (=*Wedelia trilobata*)	wedelia
Stachytarpheta cayennensis (=*S. urticifolia*)	nettle-leaf porterweed
Syagrus romanzoffiana (=*Arecastrum romanzoffianum*)	queen palm
Syzygium jambos	rose-apple
Terminalia catappa	tropical-almond
Terminalia muelleri	Australian-almond
Tradescantia spathacea (=*Rhoeo spathacea, Rhoeo discolor*)	oyster plant
Tribulus cistoides	puncture vine, burr-nut
Urena lobata	Caesar's weed
Vitex trifolia	simple-leaf chaste tree
Washingtonia robusta	Washington fan palm
Wedelia (see *Sphagneticola* above)	
Wisteria sinensis	Chinese wisteria
Xanthosoma sagittifolium	malanga, elephant ear

EXHIBIT F
BABCOCK RANCH COMMUNITY MASTER TRAFFIC STUDY UPDATE
MASTER (BUILDOUT - 2035) ROADWAY NETWORK

Initial Internal Capture Rate - 22% (1)
(Transportation Condition B.(1)(c))

SIGNIFICANTLY IMPACTED ROADWAYS			ADVERSE IMPACTS	TRANSPORTATION DEFICIENCY (2)	E+C # OF LANES	RECOMMENDED IMPROVEMENTS # OF LANES
Roadway	From	To	"Y" = Yes, "--" = No or Not Applicable			
Charlotte County						
SR 31	Lee County Line	Project Entrance	Y	--	2	4 Lanes - Refer to MPO LRTP
	Project Entrance	CR 74	Y	--	2	4 Lanes - Refer to MPO LRTP
	CR 74	DeSoto County Line	--	--	2	--
	DeSoto County Line	SR 70	--	--	2	--
I-75	Lee County Line	Tuckers Grade	Y	Y	4	8 Lanes - Refer to MPO LRTP
	Tuckers Grade	N. Jones Loop Road	Y	Y	4	8 Lanes - Refer to MPO LRTP
	N. Jones Loop Road	US 17	Y	Y	4	8 Lanes - Refer to MPO LRTP
US 41	Lee County Line	Zemel Road	Y	Y	4	4 Lanes - Refer to MPO LRTP
	Zemel Road	Oil Well Road	Y	Y	4	4 Lanes - Refer to MPO LRTP
	Oil Well Road	Notre Dame Boulevard	Y	Y	4	4 Lanes - Refer to MPO LRTP
	Notre Dame Boulevard	Taylor Road	Y	Y	4	6 Lanes - Refer to MPO LRTP
	Taylor Road	Acline Road	--	--	4	--
	Acline Road	Burnt Store Road	--	--	4	--
	Burnt Store Road	Aqui Esta Drive	--	--	4	--
Burnt Store Road	Lee County Line	Zemel Road	Y	Y	2	4 Lanes - Refer to MPO LRTP
	US 41	Taylor Road	--	--	2	--
Taylor Road	US 41-South	Acline Road	--	--	2	--
	N. Jones Loop Road	Burnt Store Road	--	--	2	--
	Burnt Store Road	Airport Road	Y	Y	2	2 Lanes - Refer to MPO LRTP
	Airport Road	US 41 - North	Y	--	2	2 Lanes - Refer to MPO LRTP
Piper Road	N. Jones Loop Road	Airport Road	--	--	2	--
	Airport Road	CR 74	--	--	2	--
CR 74	US 17	SR 31	Y	--	2	4 Lanes - Refer to MPO LRTP
	SR 31	Glades County Line	Y	--	2	4 Lanes - Refer to MPO LRTP
	Glades County Line	SR 29	Y	--	2	2 Lanes - Refer to LRTP
US 17	Marion Avenue	I-75	--	--	6	--
	I-75	CR 74	Y	--	6	6 Lanes - Refer to MPO LRTP
Florida Street	Airport Road	Carmalita Street	--	--	2	--
Airport Road	Taylor Road	I-75 Bridge	--	--	2	--
	I-75 Bridge	Piper Road	--	--	2	--
N. Jones Loop Road	Taylor Road	I-75	--	--	4	--
	I-75	S. Jones Loop Road	--	--	4	--
Tucker Grade	US 41	I-75	Y	--	4	6 Lanes - Refer to MPO LRTP
Zemel Road	Burnt Store Road	US 41	--	--	2	--
East-West Corridor	SR 31	Lee County Line	--	--	--	--
DeSoto County						
SR 31	Charlotte County Line	SR 70	--	--	2	--
Glades County						
CR 74	Charlotte County Line	SR 29	Y	--	2	2 Lanes - Refer to LRTP
Hendry County						
North River Road	Lee County Line	CR 78 E/W	--	--	2	--
SR 80	Lee County Line	CR 78A	Y	Y	4	4 Lanes - Refer to LRTP
Lee County						
Bayshore Road	US 41	Business 41	Y	Y	4	4 Lanes - Refer to MPO LRTP
	Business 41	Hart Road	Y	Y	4	4 Lanes - Refer to MPO LRTP
	Hart Road	Slater Road	--	Y	4	--
	Slater Road	I-75	Y	Y	4	4 Lanes - Refer to MPO LRTP
	I-75	Nalle Road	Y	Y	2	4 Lanes - Refer to MPO LRTP
	Nalle Road	SR 31	Y	Y	2	4 Lanes - Refer to MPO LRTP
Buckingham Road	Gunnery Road	Orange River Boulevard	Y	Y	2	4 Lanes - Refer to MPO LRTP
	Orange River Boulevard	SR 80	Y	--	2	4 Lanes - Refer to MPO LRTP
Business 41	US 41	Littleton Road	Y	Y	2	4 Lanes - Refer to MPO LRTP
	Littleton Road	Pine Island Road	Y	Y	4	4 Lanes - Refer to MPO LRTP
	Pine Island Road	Pondella Road	--	Y	4	--
	Pondella Road	SR 80	Y	Y	6	6 Lanes - Refer to MPO LRTP
Colonial Boulevard	Fowler Street	Metro Pkwy.	Y	Y	6	6 Lanes - Refer to MPO LRTP
	Metro Parkway	Veronica Shoemaker Blvd.	Y	Y	6	6 Lanes - Refer to MPO LRTP
	Veronica Shoemaker Blvd.	Winkler Avenue	Y	Y	6	6 Lanes - Refer to MPO LRTP
	Winkler Avenue	Ortiz Avenue	Y	Y	6	6 Lanes - Refer to MPO LRTP
	Ortiz Avenue	I-75	Y	--	6	6 Lanes - Refer to MPO LRTP
Del Prado Boulevard	Slater Road	Hart Road	Y	Y	2	2 Lanes - Refer to MPO LRTP
	Hart Road	US 41	--	--	2	--
	US 41	Kismit Parkway	Y	Y	4	4 Lanes - Refer to MPO LRTP
Gunnery Road	Buckingham Road	Lee Boulevard	Y	Y	2	4 Lanes - Refer to MPO LRTP
I-75	Daniels Parkway	Colonial Boulevard	Y	Y	6	8 Lanes - Refer to MPO LRTP
	Colonial Boulevard	SR 82	Y	Y	6	8 Lanes - Refer to MPO LRTP
	SR 82	Luckett Road	Y	Y	6	8 Lanes - Refer to MPO LRTP
	Luckett Road	SR 80	Y	Y	6	8 Lanes - Refer to MPO LRTP
	SR 80	Bayshore Road	Y	Y	4	8 Lanes - Refer to MPO LRTP
	Bayshore Road	Charlotte County Line	Y	Y	4	8 Lanes - Refer to MPO LRTP
Joel Boulevard	SR 80	16th Street	--	--	2	--
	16th Street	12th Street	--	--	2	--
	12th Street	Bell Boulevard	--	--	2	--
Littleton Road	Business 41	US 41	Y	Y	2	4 Lanes - Refer to MPO LRTP
	US 41	Corbett Road	Y	Y	2	4 Lanes - Refer to MPO LRTP
	Corbett Road	NE 24th Avenue	--	Y	2	--
Luckett Road	I-75	Ortiz Avenue	--	--	2	--
	Ortiz Avenue	Nuna Avenue	--	--	2	--
Nalle Road	Bayshore Road	Nalle Grade Rpad	--	--	2	--
Nalle Grade Road	Nalle Road	Slater Road	--	--	2	--
North River Road	SR 31	East of SR 31	Y	--	2	2 Lanes - Refer to MPO LRTP
	East of SR 31	Olga Road	Y	--	2	2 Lanes - Refer to MPO LRTP
	Olga Road	Alva Bridge	Y	--	2	2 Lanes - Refer to MPO LRTP
	Alva Bridge	Hendry County Line	--	--	2	--
	Hendry County Line	CR 78 E/W	--	--	2	--

EXHIBIT F (Continued)
BABCOCK RANCH COMMUNITY MASTER TRAFFIC STUDY UPDATE
MASTER (BUILDOUT - 2035) ROADWAY NETWORK
Page 2 of 3

(1)
Initial Internal Capture Rate - 22% (Continued)
(Transportation Condition B.(1)(c))

SIGNIFICANTLY IMPACTED ROADWAYS			ADVERSE IMPACTS	TRANSPORTATION DEFICIENCY (2)	E+C # OF LANES	RECOMMENDED IMPROVEMENTS # OF LANES
Roadway	From	To				
Lee County Continued			"Y" = Yes, "–" = No or Not Applicable			
Ortiz Avenue	SR 80	Luckett Road	Y	Y	2	4 Lanes - Refer to MPO LRTP
	Luckett Road	SR 82	Y	Y	2	4 Lanes - Refer to MPO LRTP
	SR 82	Hanson Street	Y	Y	2	4 Lanes - Refer to MPO LRTP
	Hanson Street	Colonial Boulevard	Y	Y	2	4 Lanes - Refer to MPO LRTP
Orange River Boulevard	Staley Road	Buckingham Road	Y	Y	2	2 Lanes - Refer to MPO LRTP
Pine Island Road	NE 24th Avenue	US 41	Y	Y	4	6 Lanes - Refer to MPO LRTP
	Del Prado Boulevard	NE 24th Avenue	Y	Y	4	6 Lanes - Refer to MPO LRTP
	West	Del Prado Boulevard	Y	Y	4	6 Lanes - Refer to MPO LRTP
Plantation Road	Colonial Blvd.	Idlewild Street	Y	Y	2	2 Lanes - Refer to MPO LRTP
Six Mile Cypress Parkway	Colonial Boulevard	Challenger Boulevard	–	–	6	–
	Challenger Boulevard	Winkler Avenue	–	–	4	–
Slater Road	Nalle Grade Road	Del Prado Boulevard	–	–	2	–
	Del Prado Boulevard	Bayshore Road	–	–	2	–
SR 31	SR 80	Bayshore Road	Y	Y	4	4 Lanes - Refer to MPO LRTP
	Bayshore Road	North River Road	Y	–	4	4 Lanes - Refer to MPO LRTP
	North River Road	Project Entrance	Y	–	4	4 Lanes - Refer to MPO LRTP
	Project Entrance	Charlotte County Line	Y	–	4	4 Lanes - Refer to MPO LRTP
SR 82	Fowler Street	V. S. Shoemaker Blvd.	Y	Y	4	4 Lanes - Refer to MPO LRTP
	V. S. Shoemaker Blvd	Michigan Link	Y	Y	4	4 Lanes - Refer to MPO LRTP
	Michigan Link	Ortiz Avenue	Y	Y	4	4 Lanes - Refer to MPO LRTP
	Ortiz Avenue	I-75	Y	–	6	6 Lanes - Refer to MPO LRTP
SR 80	Park Avenue	Seaboard Street	–	–	2	–
	Seaboard Street	V. S. Shoemaker Blvd.	Y	Y	4	4 Lanes - Refer to MPO LRTP
	V. S. Shoemaker Blvd	Ortiz Avenue	Y	Y	4	4 Lanes - Refer to MPO LRTP
	Ortiz Avenue	I-75	Y	Y	6	6 Lanes - Refer to MPO LRTP
	I-75	SR 31	Y	Y	6	6 Lanes - Refer to MPO LRTP
	SR 31	Tropic Avenue	Y	Y	4	6 Lanes - Refer to MPO LRTP
	Tropic Avenue	Buckingham Road	Y	–	4	6 Lanes - Refer to MPO LRTP
	Buckingham Road	Hickey Creek	Y	–	4	4 Lanes - Refer to MPO LRTP
	Hickey Creek	Alva Bridge	Y	–	4	4 Lanes - Refer to MPO LRTP
	Alva Bridge	Joel Boulevard	–	–	4	–
	Joel Boulevard	Hendry County Line	Y	Y	4	4 Lanes - Refer to MPO LRTP
	Hendry County Line	CR 78A	Y	Y	4	4 Lanes - Refer to LRTP
Sunshine Boulevard	25th Street	39th Street	Y	Y	2	4 Lanes - Refer to MPO LRTP
US 41	Hancock Bridge Parkway	Pondella Road	Y	Y	4	6 Lanes - Refer to MPO LRTP
	Pine Island Road	Littleton Road	Y	Y	4	6 Lanes - Refer to MPO LRTP
	Littleton Road	Business 41	Y	Y	4	6 Lanes - Refer to MPO LRTP
	Business 41	Del Prado Ext.	Y	Y	4	6 Lanes - Refer to MPO LRTP
	Del Prado Extension	Charlotte County Line	Y	Y	4	6 Lanes - Refer to MPO LRTP
East-West Corridor (4)	Charlotte County Line	I-75	–	–	–	New 4 Lanes
Del Prado Ext. N. (4)	I-75	Del Prado Ext. E.	–	–	–	New 4 Lanes - Refer to MPO LRTP
I-75 Interchange (4)	Del Prado Ext. N.	East-West Corridor	–	–	–	New Interchange - Refer to MPO LRTP
Hanson Street Ext. (4)	V. S. Shoemaker Boulevard	Ortiz Avenue	–	–	–	New 4 Lanes - Refer to MPO LRTP
Littleton Road Ext. (4)	Business 41	SR 78/Slater Road	–	–	–	New 2 Lanes - Refer to MPO LRTP

EXHIBIT F (Continued)
BABCOCK RANCH COMMUNITY MASTER TRAFFIC STUDY UPDATE
MASTER (BUILDOUT - 2035) ROADWAY NETWORK
Page 3 of 3

Developer's Estimated Community Capture Rate - 60% (3)
(Transportation Condition B.(1)(b))

SIGNIFICANTLY IMPACTED ROADWAYS			ADVERSE IMPACTS	TRANSPORTATION DEFICIENCY (2)	E+C # OF LANES	RECOMMENDED IMPROVEMENTS # OF LANES
Roadway	From	To				
Charlotte County			"Y" = Yes, "–" = No or Not Applicable			
SR 31	Lee County Line	Cook Brown Road	Y	–	2	4 Lanes - Refer to MPO LRTP
	Cook Brown Road	CR 74	Y	–	2	East-West Corridor
	CR 74	DeSoto County Line	–	–	2	–
	DeSoto County Line	SR 70	–	–	2	–
I-75	Lee County line	Tuckers Grade	Y	Y	4	6 Lanes - Refer to MPO LRTP
	Tuckers Grade	N. Jones Loop Road	Y	Y	4	6 Lanes - Refer to MPO LRTP
	N. Jones Loop Road	US 17	Y	Y	4	6 Lanes - Refer to MPO LRTP
US 41	Lee County Line	Zemel Road	Y	Y	4	6 Lanes
	Zemel Road	Oil Well Road	Y	Y	4	6 Lanes
	Oil Well Road	Notre Dame Blvd.	Y	Y	4	6 Lanes - Refer to MPO LRTP
	Notre Dame Blvd.	Taylor Road	–	–	4	–
	Acline Road	Burnt Store Road	–	–	4	–
Burnt Store Road	US 41	Taylor Street	–	–	2	–
Taylor Road	US 41 - South	Acline Road	–	–	2	–
	Burnt Store Road	Airport Road	Y	Y	2	2 Lanes - Refer to MPO LRTP
	Airport Road	US 41 - North	Y	Y	2	2 Lanes - Refer to MPO LRTP
Piper Road	N. Jones Loop Road	Airport Road	–	–	2	–
	Airport Road	CR 74	–	–	2	–
CR 74	US 17	SR 31	Y	–	2	East-West Corridor
	SR 31	Glades County Line	–	–	2	–
	Glades County Line	SR 29	–	–	2	–
US 17	Marion Avenue	I-75	–	–	6	–
	I-75	CR 74	–	–	6	–
Florida Street	Airport Road	Cancelia Street	–	–	2	–
Airport Road	I-75 Bridge	Piper Road	–	–	2	–
N. Jones Loop Road	I-75	S. Jones Loop Road	–	–	4	–
Tuckers Grade	US 41	I-75	–	–	4	–
East-West Corridor	SR 31	Lee County Line	–	–	–	New 4 Lanes
DeSoto County						
SR 31	Charlotte County Line	SR 70	–	–	2	–
Glades County						
CR 74	Charlotte County Line	SR 29	–	–	2	–
Hendry County						
SR 80	Lee County Line	CR 78A	–	–	4	–
Lee County			"Y" = Yes, "–" = No or Not Applicable			
Bayshore Road	US 41	Business 41	Y	Y	4	Littleton Road
	Business 41	Hart Road	Y	Y	4	Littleton Road Ext.
	Hart Road	Slater Road	–	Y	4	Littleton Road Ext.
	Slater Road	I-75	Y	Y	4	6 Lanes
	I-75	Nalle Road	Y	Y	2	4 Lanes - Refer to MPO LRTP
	Nalle Road	SR 31	Y	Y	2	4 Lanes - Refer to MPO LRTP
Buckingham Road	Orange River Boulevard	SR 80	Y	–	2	4 Lanes - Refer to MPO LRTP
Business 41	US 41	Littleton Road	Y	Y	2	4 Lanes - Refer to MPO LRTP
Colonial Boulevard	V. S. Shoemaker Blvd	Winkler Avenue	Y	Y	6	Hanson Street Ext. and Transit
	Winkler Avenue	Ortiz Avenue	Y	Y	6	Hanson Street Ext. and Transit
	Ortiz Avenue	I-75	Y	Y	6	Hanson Street Ext. and Transit
Del Prado Boulevard	Slater Road	Hart Road	Y	Y	2	East-West Corridor
	US 41	Kismet Parkway	Y	Y	4	6 Lanes
I-75	Daniels Parkway	Colonial Boulevard	Y	Y	6	8 Lanes - Refer to MPO LRTP
	Colonial Boulevard	SR 82	Y	Y	6	8 Lanes - Refer to MPO LRTP
	SR 82	Luckett Road	Y	Y	6	8 Lanes - Refer to MPO LRTP
	Luckett Road	SR 80	Y	Y	6	8 Lanes - Refer to MPO LRTP
	SR 80	Bayshore Road	Y	Y	4	8 Lanes - Refer to MPO LRTP
	Bayshore Road	Charlotte County Line	Y	Y	4	6 Lanes - Refer to MPO LRTP
Joel Boulevard	16th Street	12th Street	–	–	2	–
Littleton Road	US 41	Corbett Road	–	–	2	–
Nalle Road	Bayshore Road	Nalle Grade Road	–	–	2	–
North River Road	SR 31	East of SR 31	–	–	2	–
	East of SR 31	Olga Road	–	–	2	–
	Olga Road	Alva Bridge	–	–	2	–
	Alva Bridge	Hendry County Line	–	–	2	–
	Hendry County Line	CR 78 E/W	–	–	2	–
Ortiz Avenue	SR 80	Luckett Road	Y	Y	2	4 Lanes - Refer to MPO LRTP
	Luckett Road	SR 82	Y	Y	2	4 Lanes - Refer to MPO LRTP
	SR 82	Hanson Street	Y	Y	2	4 Lanes - Refer to MPO LRTP
	Hanson Street	Colonial Boulevard	Y	Y	2	4 Lanes - Refer to MPO LRTP
Orange River Boulevard	Slater Road	Buckingham Road	Y	Y	2	4 Lanes - Refer to MPO LRTP
Pine Island Road	NE 24th Avenue	US 41	Y	Y	4	6 Lanes - Refer to MPO LRTP
	Del Prado Blvd	NE 24th Avenue	–	–	4	–
Slater Road	Nalle Grade Road	Del Prado Boulevard	–	–	2	–
	Del Prado Boulevard	Bayshore Road	–	–	2	–
SR 31	SR 80	Bayshore Road	Y	Y	2	4 Lanes - Refer to MPO LRTP
	Bayshore Road	North River Road	Y	–	2	6 Lanes
	North River Road	Project Entrance	Y	–	2	4 Lanes - Refer to MPO LRTP
	Project Entrance	Charlotte County Line	Y	–	2	4 Lanes - Refer to MPO LRTP
SR 80	Seaboard Street	V.S. Shoemaker Blvd	Y	Y	4	4 Lanes - Refer to MPO LRTP
	V.S. Shoemaker Blvd.	Ortiz Avenue	Y	Y	4	4 Lanes - Refer to MPO LRTP
	Ortiz Avenue	I-75	Y	Y	6	6 Lanes - Refer to MPO LRTP
	I-75	SR 31	Y	Y	6	6 Lanes - Refer to MPO LRTP
	SR 31	Tropic Avenue	Y	Y	4	6 Lanes - Refer to MPO LRTP
	Tropic Avenue	Buckingham Road	Y	–	4	6 Lanes - Refer to MPO LRTP
	Buckingham Road	Hickey Creek	Y	–	4	6 Lanes
	Hickey Creek	Alva Bridge	–	–	4	–
US 41	Pine Island Road	Littleton Road	Y	Y	4	6 Lanes - Refer to MPO LRTP
	Del Prado Extension	Charlotte County Line	Y	Y	4	6 Lanes - Refer to MPO LRTP
East-West Corridor (4)	Charlotte County Line	I-75	–	–	–	New 4 Lanes
Del Prado Ext. N. (4)	I-75	Del Prado Ext. E.	–	–	–	4 Lanes - Refer to MPO LRTP
I-75 Interchange (4)	Del Prado Ext. N.	East-West Corridor	–	–	–	New Interchange - Refer to MPO LRTP
Hanson Street Ext. (4)	V. S. Shoemaker Boulevard	Ortiz Avenue	–	–	–	New 4 Lanes - Refer to MPO LRTP
(4)	Ortiz Avenue	Forum Boulevard	–	–	–	New 4 Lanes - Refer to MPO LRTP
Littleton Road (4)	Business 41	US 41	–	Y	–	4 Lanes - Refer to MPO LRTP
Littleton Road Ext. (4)	Business 41	SR 78/Slater Road	–	–	–	New 2 Lanes - Refer to MPO LRTP

Footnotes:

(1) Roadway Network based on initial internal capture rate of 22% as suggested by the review agencies.
Subject to adjustment based on Master Traffic Study Updates per Master Development Order.
Per AMDA Development Order, initial capture rate of 22% controls for first increment and subsequent increment until such time that Exhibit F is revised and updated.
(2) Transportation Deficiency as defined in Chapter 163.3180, F.S.
(3) Roadway Network based on Developer's estimated internal capture rate of a "smartt growth" community.
Subject to adjustment based on Master Traffic Study Updates per Master Development Order.
(4) Represents parallel facility improvement. Roadway segment not significantly impacted by BRC under the E+C network.

Attachment 9:

Babcock Ranch Community DRI Increment I Development Order

January 28, 2014

BABCOCK RANCH COMMUNITY

INCREMENT 1

DRI INCREMENTAL DEVELOPMENT ORDER

BOARD OF COUNTY COMMISSIONERS
CHARLOTTE COUNTY, FLORIDA

AMENDED JANUARY 28, 2014

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RESOLUTION NO. 2014-048

AN AMENDMENT AND RECODIFICATION OF AN INCREMENTAL DEVELOPMENT ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA FOR INCREMENT 1 OF THE BABCOCK RANCH COMMUNITY (CHARLOTTE COUNTY), A MASTER DEVELOPMENT OF REGIONAL IMPACT.

WHEREAS, on January 16, 2009 Babcock Property Holdings, LLC ("Developer"), in accordance with Subsections 380.06(6) and (21), Florida Statutes, filed an Application for Incremental Development Approval ("AIDA") known as the Babcock Ranch Community, Increment 1 (hereinafter "BRC Increment 1" or "Increment 1") with Charlotte County, Florida ("County") and the Southwest Florida Regional Planning Council ("SWFRPC"); and

WHEREAS, on December 13, 2007, the Board approved and adopted the Babcock Ranch Community Master Development of Regional Impact Master DRI Development Order under Resolution 2007-196, as subsequently amended on June 17, 2008 by Resolution 2008-063; on December 15, 2009 by Resolution 2009-283; on December 13, 2011 by Resolution 2011-485; and on April 24, 2012 by Resolution 2012-024 ("MDO"); and

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

WHEREAS, the Developer has timely notified the County of the extension of the phase, expiration and buildout dates for the IDO, as well as the associated mitigation requirements under Section 73, Chapter 2011-139, Laws of Florida, and in accordance

Attest:
Barbara T. Scott, Clerk of Circuit Court and Ex-Officio Clerk of the Board of County Commissioners
By _____
Deputy Clerk

with Section 252.363, Florida Statutes, so that all phase, expiration and buildout dates, as well as associated mitigation dates contained within the IDO were cumulatively extended as hereinafter provided; and

WHEREAS, all of the agreements, studies, reports and other documents referenced in this IDO shall be kept on file with the SWFRPC; and

WHEREAS, the Board, as the governing body of the unincorporated area of Charlotte County having jurisdiction pursuant to Section 380.06, Florida Statutes, is authorized and empowered to consider the Notice of Proposed Change ("NOPC") for the BRC Increment 1; and

WHEREAS, the public notice requirements of Section 380.06, Florida Statutes, and the Charlotte County Land Development Regulations ("LDR"), which includes the County's Zoning Ordinance, have been satisfied for the NOPC; and

WHEREAS, the Charlotte County Planning and Zoning Board has reviewed and considered the report and recommendations of the SWFRPC and held a public hearing to consider the NOPC on December 9, 2013; and

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

WHEREAS, on January 28, 2014 the Board, at a public hearing in accordance with Section 380.06, Florida Statutes, having considered the NOPC submitted by Developer, the NOPC sufficiency questions from reviewing agencies and Developer's responses thereto, the report and recommendations of the SWFRPC, the documentary and oral evidence presented at the hearing before the Board, the report and

recommendations of the Charlotte County Planning and Zoning Board, and the recommendations of County staff, makes the Findings of Fact and Conclusions of Law set forth below.

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

RECITALS

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

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. The real property constituting Increment 1 which is the subject of the NOPC, consists of approximately 4047.98 acres, and is legally described as set forth in Exhibit A attached hereto and made a part hereof ("Property" or "Community").

2. The NOPC is consistent with Subsections 380.06(6) and (21), Florida Statutes.

3. The NOPC is consistent with the MDO, which is incorporated herein by reference.

4. The Developer submitted to the County an NOPC in March 29, 2013 and responses to sufficiency questions on October 16, 2013. The application was deemed sufficient by the SWFRPC on October 28, 2013. The representations and commitments of Developer made in those documents which are made conditions of this IDO are identified and set forth herein.

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

Charlotte County Comprehensive Plan ("Comprehensive Plan"). The development program for Increment 1 authorized by this IDO, consisting of two phases, is as follows ("Development Program"), subject to the limitations contained herein:

(i) 2,500 residential dwelling units (1,500 single family units and 1,000 multi-family units),

(ii) 126,000 square feet of retail,

(iii) 322,500 square feet of office (general office; medical office; and civic, community, and miscellaneous public facilities),

(iv) 100 hotel rooms,

(v) 90,000 square feet of industrial,

(vi) Ancillary facilities such as the educational service center, schools, and university research facilities as identified in Exhibit B of the MDO, libraries, places of worship, regional and community park sites, and the necessary utility infrastructure including, but not limited to, water, wastewater and reuse water systems, electric, telephone and cable systems will not be attributed to the development components set forth above, and will not count towards the maximum thresholds of development as established in this IDO.

(vii) All other ancillary facilities, together with the development components set forth above (excluding vi) shall not exceed the maximum thresholds established in this IDO, subject to the use of the Equivalency Matrix contained in Exhibit C.

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

As set forth in more detail in Section 4 below, from a transportation perspective, only Babcock Ranch Community Increment 1–Phase 1 ("Increment 1- Phase 1") is approved by this IDO. Only the residential and non-residential development shown on Exhibit E for Increment 1-Phase 1 is authorized by this IDO. However, site related preparation and improvements for Increment 1-Phase 1 and Increment 1-Phase 2 are allowed, such as clearing, grading, infrastructure, water management, mitigation, environmental restoration and landscaping. An update of the Master Traffic Study was conducted and approved in accordance with the MDO. Additional units and square footage will be added to the development program in the future through the filing of a NOPC to this increment.

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

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

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

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

10. The NOPC for Increment 1 of the Babcock Ranch Community DRI is hereby approved, subject to compliance with the conditions contained in this IDO.

CONDITIONS

1. <u>GROSS RESIDENTIAL DENSITY CONDITION AND DEVELOPMENT PROGRAM</u>

A. <u>Representations and Commitments as Conditions.</u>

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

(2) The Development Program is approved and may be adjusted by Developer in accordance with the equivalency matrix attached hereto, and incorporated herein, as Exhibit C. 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.

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

(4) The amount of non-residential development which may be constructed by the end of Increment 1 relative to the cumulative number of residential units which have been, or are projected to be, developed in Increment 1 shall be 10,000 square feet. The intent is that non-residential uses be allowed to serve the occupancy of dwelling units.

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

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

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

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1 **2. AFFORDABLE HOUSING**

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

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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
5 comply with the "Stormwater Plan" outlined in Subsection A and B in Condition 4 of the
6 MDO.

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

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

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

19 (6) The stormwater management system shall be that system as permitted by
20 the South Florida Water Management District ("SFWMD") Individual Environmental
21 Resource Permit No. 08-00004-S-05 and the Florida Department of Environmental
22 Protection ("FDEP") Individual Environmental Resource Permit No. 0184047-005
23 ("ERP").

24

4. TRANSPORTATION

A. Representations and Commitments as Conditions.

(1) Increment 1-Phase 1.

a. From a transportation perspective, only Babcock Ranch Community Increment 1–Phase 1 ("Increment 1-Phase 1") is approved by this IDO. Due to the limited development of Increment 1-Phase 1 and its build-out date of March 4, 2021, the traffic analysis that has been conducted by the Developer, Florida Department of Transportation (FDOT), County and Lee County is sufficient. Only the residential and non-residential development shown on Exhibit E for Increment 1- Phase 1 is authorized by this IDO. However, site related preparation and improvements for Increment 1-Phase 1 and Increment 1-Phase 2 are allowed, such as clearing, grading, infrastructure, water management, mitigation, environmental restoration and landscaping are allowed.

b. Developer shall be fully responsible for the required site-related roadway and intersection improvements associated with Increment 1– Phase 1 as set forth herein. Site-related improvements include, but are not limited to, the following: site driveways and roads; median cuts made necessary by those driveways or roads; right-turn, left-turn, and deceleration or acceleration lanes leading to or from those driveways or roads; traffic control measures for those driveways or roads; and roads or intersection improvements whose primary purpose at the time of construction is to provide access to the development. The specific site-related improvements shall be subject to review and approval under the Site Plan Review process as provided in Section 3-9-5.1 of the Code of Laws

and Ordinances of Charlotte County, Florida ("Code"), and coordination with FDOT. The site-related improvements are as follows:

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

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

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

c. The off-site traffic impacts of Increment 1-Phase 1, through 2021, as estimated by the AIDA traffic analysis are identified in Exhibit J, which is attached hereto and incorporated herein by reference. These off-site traffic impacts have been accepted by FDOT, County, Lee County, Department of Economic Opportunity, Division of Community Development ("DEO"), and the SWFRPC, as the impacts resulting from Increment 1-Phase 1.

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

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

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

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, County, Lee County, DEO, 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) c.1., accepted by FDOT, County, Lee County, 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 • Cause to have prepared Project Development and Environment Study or State Environmental Impact Report 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	

(1) Start date as required per Condition 4(A) (1) c.(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 County, the Developer shall also make certain intersection improvements at SR 31 and CR 74, to extend the Northbound to Westbound Left Turn

Lane, at an estimated cost of $100,000, and as set forth in more detail in Section 4.d. below.

4. After the effective date of this IDO, the Developer shall:

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

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

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

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

iii) Coordinate acquisition and funding with either the Babcock Ranch Community Independent Special District, County, Lee County, or FDOT to assemble necessary right-of-way.

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

v) Coordinate with FDOT to construct interim intersection improvements at SR 31 and North River Road and at SR 31 and SR 78. Intersection improvements are to be initiated no later than 90 days after the monitoring report

indicates that the Project is generating at least 300 pm peak hour, two-way external trips.

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

d. If and when requested by County the Developer will provide for the extension of the northbound SR31 left turn lane at CR 74. County will complete the analysis to determine the extent of the improvement and the timing requirement of the improvement.

5. FDOT has maintenance authority for SR 31 and the intersection improvements set forth above. Developer shall be responsible for the guaranteed construction of the above improvements, in accordance with the above schedule, and in accordance with the binding and enforceable commitment by the Developer in this IDO and on the attached Exhibit L to assure

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

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

d. Satisfaction of the required mitigation in the timeframes as outlined and compliance with the transportation related provisions of this IDO for Increment 1-Phase 1 shall satisfy the road or traffic concurrency requirements of the Comprehensive Plan, LDR, and the Charlotte County Concurrency Management System, through March 4, 2021 (the build out date of Increment 1–Phase 1). If the Developer proposes to extend

the build out date of Increment 1-Phase 1 beyond March 4, 2021, the Developer and the review agencies, during the development order amendment process pursuant to Section 380.06(10), Florida Statues, shall re-evaluate the future traffic impact of the development in a manner consistent with the Master Development Order, and shall re-evaluate the concurrency status of Increment 1–Phase 1 on all roadway segments listed in Conditions 4(A)(1)c.1 above.

e. DEO has determined that SR 31 is a Regionally Significant Roadway as defined in Rule 9J-2.045, F.A.C.

f. County, by approving this IDO, has exercised its discretion to accept this mitigation for Increment1-Phase 1.

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

(2) Increment 1-Phase 2

a. Increment 1-Phase 2 transportation impacts and mitigation shall be addressed through an NOPC. All other conditions, other than Transportation, have

been fully addressed for the entire Increment 1, so that the NOPC need only address Transportation issues, unless the Developer wishes to make other changes to the Development Program which necessitates a review of the other conditions.

(3) The Master Internal Circulation Plan for Increment 1 is attached hereto as 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
4 those 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
7 United States Army Corps of Engineers Permit SAJ 2006-6656 (IP-MJD) ("ACOEP").

8 (3) Development within Increment 1 shall comply with the mitigation
9 requirements provided for in the ERP and ACOEP.

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

13 (5) The approved T&E Plan and approved Mitigation Plan will be provided as
14 part of the first applicable Biennial Report to the County, the SWFRPC and the DEO in
15 accordance with Condition 13 herein. The Biennial Report shall also contain copies of
16 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
19 completed as part of the applicable Biennial Report in accordance with Condition 13
20 herein.

21 (7) An updated Greenway Map for Increment 1 is attached hereto as Exhibit
22 H1 and Exhibit H2. Developer shall comply with the Babcock Ranch Community

Charlotte County Greenways Management Plan, a copy of which was provided to County and is on file with the SWFRPC.

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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
4 hereto as Exhibit I.

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

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

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

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

15 (6) Agricultural activities within the Increment 1 North Area will continue to
16 use the existing agricultural wells. An agricultural well may be converted or a new
17 potable well 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
19 as needed into an irrigation system which will include residential, commercial, median
20 and other green areas. After storage has been maximized, excess effluent will be
21 disposed of consistent with Florida Department of Environmental Protection permitting.
22 Irrigation systems will use best management practices to minimize overspray onto
23 impervious systems that could lead to the stormwater management system.

1 (8) MSKP Town and Country Utility, LLC, or its successors and assigns, will
2 provide 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.

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

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

1 **8. POLICE AND FIRE**

2 A. Representations and Commitments as Conditions.

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

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

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

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

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

20

1 **9. OPEN SPACE AND PARKS**

2 A. Representations and Commitments as Conditions.

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

6 (2) Park sites shall be conveyed with exotic 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
9 park site(s) required within Increment 1 in consultation with County and at no cost to the
10 County. The County may participate with the design team in development of the master
11 plan(s). County shall enter into an agreement with Developer or District regarding the
12 development and operation of parks prior to the 500th residential Certificate of
13 Occupancy ("C/O") being issued within Increment 1.

14 (4) General agricultural operations may be conducted throughout Increment 1
15 in 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
18 Impact Fee Agreement.

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

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

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

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10. ENERGY

A. Representations and Commitments as Conditions.

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

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

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11. MINING OPERATIONS

A. Representations and Commitments as Conditions.

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

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

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

19 **14. CHANGED CONDITIONS**

20 If County, during the course of monitoring the development of Increment 1, can
21 demonstrate that substantial changes in the conditions underlying the approval of this
22 IDO has occurred or that this IDO was based on substantially inaccurate information

provided by the Developer, resulting in additional substantial regional impacts, then a substantial deviation shall be deemed to have occurred.

15. COMPLIANCE MONITORING

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

16. EXEMPTION FROM DOWNZONING AND DENSITY/INTENSITY REDUCTION

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

17. COMMENCEMENT OF DEVELOPMENT

Development shall commence in accordance with the deadline(s) established in this IDO.

18. PROJECTED BUILDOUT

Buildout of Increment 1 is projected to occur on or about March 4, 2026 ("Buildout Date").

19. EXPIRATION DATE

The expiration date for this IDO is March 4, 2033.

1 **20. DEVELOPMENT PERMITS**

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

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

14 B. An expiration of this IDO as provided herein.

15 **21. GENERAL PROVISIONS**

16 The approval granted by this IDO is limited. Such approval shall not be
17 construed to relieve the Developer of the duty to comply with all other applicable local,
18 state or federal permitting regulations.

19 A. Developer and County shall work together in a cooperative manner to
20 ensure that the necessary applications to County, the issuance of permits and the
21 conduct of inspections occur expeditiously and that development is not impeded by
22 unnecessary delays associated with such applications, permit issuances, and
23 inspections.

B. It is understood that any reference herein to any governmental agency shall be construed to mean any future entity which may be created or be designated or succeed in interest to, or which otherwise possesses any of the powers and duties of, any referenced governmental agency in existence on the effective date of this IDO.

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

D. If there is a conflict between a provision in this IDO and a provision in the MDO, the provision in this IDO shall prevail for Increment 1. Exhibit D, attached hereto and made a part hereof by reference, is an updated version of Exhibit D to the MDO entitled "Summary of Land Dedication and Facilities Construction" as to the Increment 1 property. Said updated Exhibit D amends Exhibit D to the MDO as to the Increment 1 property.

E. If there is a conflict between a provision in this IDO and a provision in an ERP, a Consumptive Use Permit ("CUP") or ACOEP, the provision in the ERP, CUP, or ACOEP shall prevail.

F. In the event that any portion or section of this IDO is determined to be invalid, illegal, or unconstitutional by a court or agency of competent jurisdiction, such decision shall in no manner, affect the remaining portions of this development order which shall remain in full force and effect.

G. This IDO shall be binding upon the County and the Developer, its assignees or successors-in-interest.

H. This IDO shall become effective upon NOPC-13-04-11, approved by the Board on January 28, 2014, becoming effective. All dates contained herein are based

upon an assumed effective date occurring within 120 days of January 28, 2014. If for any reason the actual effective date occurs beyond the 120 day assumption, all time frames contained herein shall be extended commensurate with the number of days beyond the 120 days it takes for this IDO to become effective.

I. The County shall provide certified copies of this IDO to DEO and the SWFRPC as provided in Subsection 380.06(25)(g), Florida Statutes.

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

PASSED AND DULY ADOPTED this 28TH day of January, 2014.

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By: _____
Kenneth W. Doherty, 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

LR2014-2693

P:\WPDATA\PUBLIC\KAREN\RES\Babcock\NOPC2013\FinalResolution-BabcockIDO-NOPC-13-04-11
LR2014-2693

EXHIBITS

Exhibit A-1	Increment 1 North Area Babcock Ranch Community Legal Description
Exhibit A-2	Increment 1 South Area Babcock Ranch Community Legal Description
Exhibit A-3	Utility Easement Babcock Ranch Community Legal Description
Exhibit B-1	Babcock Ranch Community Map H Increment 1 Master Development Plan
Exhibit B-2	Babcock Ranch Community Map H-1 Increment 1 South Area Master Development Plan
Exhibit B-3	Babcock Ranch Community Map H-2 Increment 1 Utility Easement Area Master Development Plan
Exhibit B-4	Babcock Ranch Community Map H-3 Increment 1 North Area Master Development Plan
Exhibit B-5	Babcock Ranch Community Map H-4 Increment 1 Master Development Plan Fixed and Variable Development Criteria
Exhibit C	Babcock Ranch Community Increment 1 Equivalency Matrix
Exhibit D	Updated Summary of Land Dedications and Facilities Construction
Exhibit E	Babcock Ranch Community Increment 1 Parameters
Exhibit F	Increment 1 Master Drainage Plan
Exhibit G	Increment 1 Master Internal Circulation Plan
Exhibit H1	Increment 1 South Area Primary Greenway Map and Trails Plan
Exhibit H2	Increment 1 North Area Primary Greenway Map and Trails Plan
Exhibit I	Increment 1 Primary Utility Corridor Map

EXHIBITS, cont.

Exhibit J	Increment 1, Phase 1, Future (2014) Traffic Conditions with 22% (Daily) Internal Capture Directional Peak Hour, Peak Season
Exhibit K	Increment 1, Phase 1, Future (2014) Traffic Conditions with Project Proportionate Share Calculation
Exhibit L	Babcock Ranch Community DRI Increment 1-Phase 1 Master Roadway Improvement Agreement dated February 18, 2010 as approved under the Board of County Commissioners of Charlotte County, Florida Resolution Number 2012-112

EXHIBIT A-1

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

Drawing Name: P:\60100834\Survey\Boundary\60100834LGL01.dwg Layout Name: SHEET 1 — Plotted by: Knobloch, Clint — Date: 12/1/2009 — 9:27 AM

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

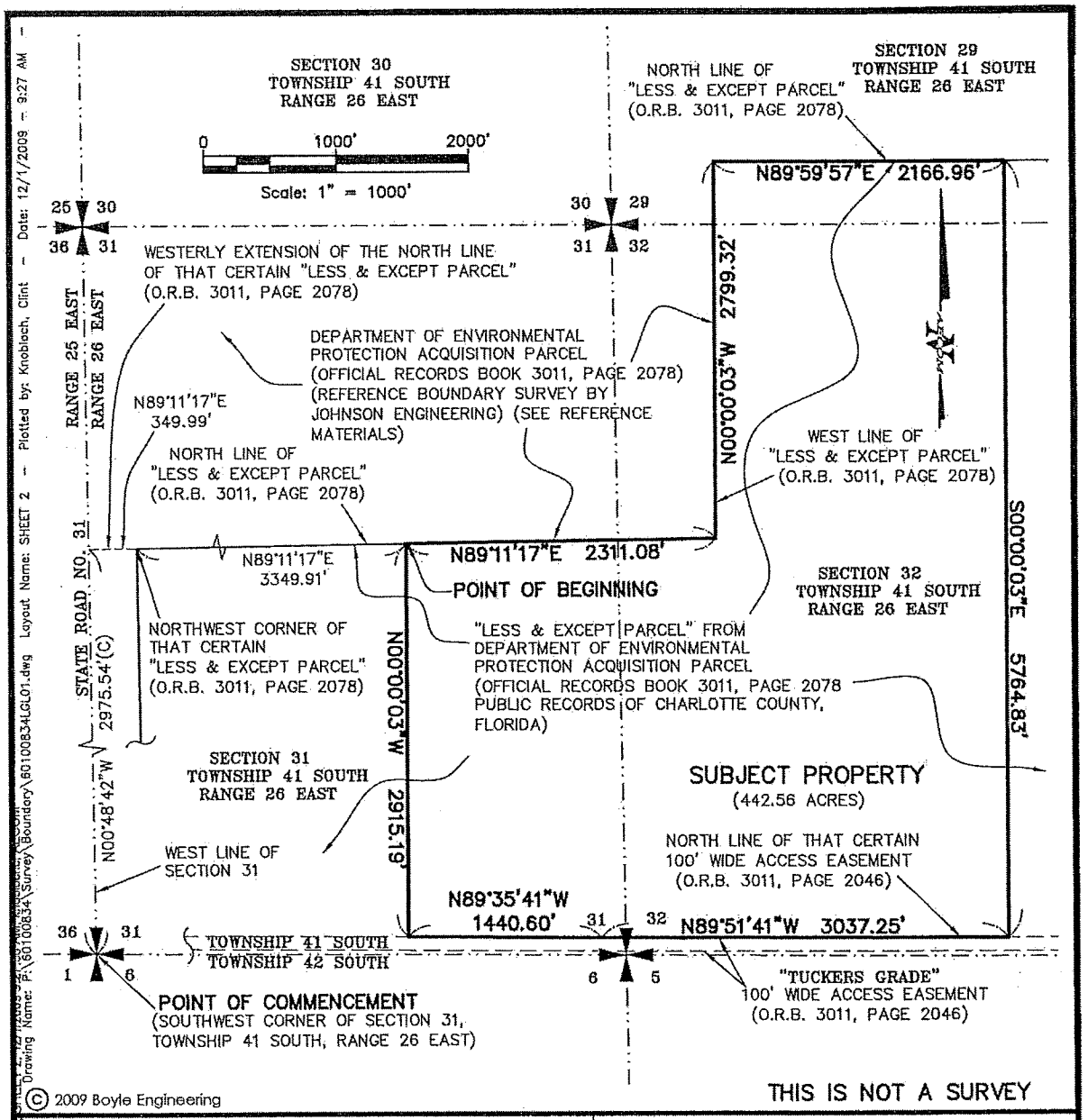
PROJECT NAME:

SKETCH AND DESCRIPTION FOR:
INCREMENT 1 - NORTH PARCEL

BOYLE ENGINEERING
3550 S.W. Corporate Parkway
Palm City, Florida 34990
T 772.286.3883 F 772.286.3925
BPR & FBPE License No's: 2005 & LB 7622
www.boyle.aecom.com

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				

EXHIBIT A-1



PROJECT NAME:

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INCREMENT 1 - NORTH PARCEL

BOYLE ENGINEERING
3550 S.W. Corporate Parkway
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T 772.286.3883 F 772.286.3925
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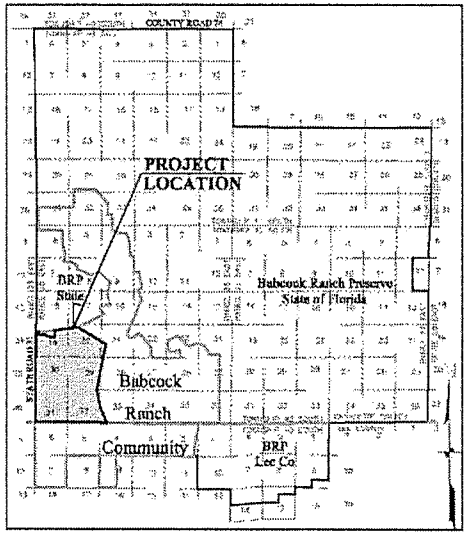
Scale: 1"=1000'	REVISIONS:		
Sheet 2 OF 2	Field Book: N/A	Page: N/A	Field: N/A
Computed: CHK	Date 11/23/09	FILE NO. 60100834LGL01	Project No. 60100834
Checked: CHK			

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

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.



LOCATION MAP

0 10,000 20,000

(INTENDED DISPLAY SCALE: 1"=20,000')

THIS IS NOT A SURVEY

MICHAEL W. NORMAN (FOR THE FIRM LB-642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4500

DATE SIGNED: _____

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

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

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
01/15/13	20129205-000	19-42-26	AS SHOWN	1 OF 5

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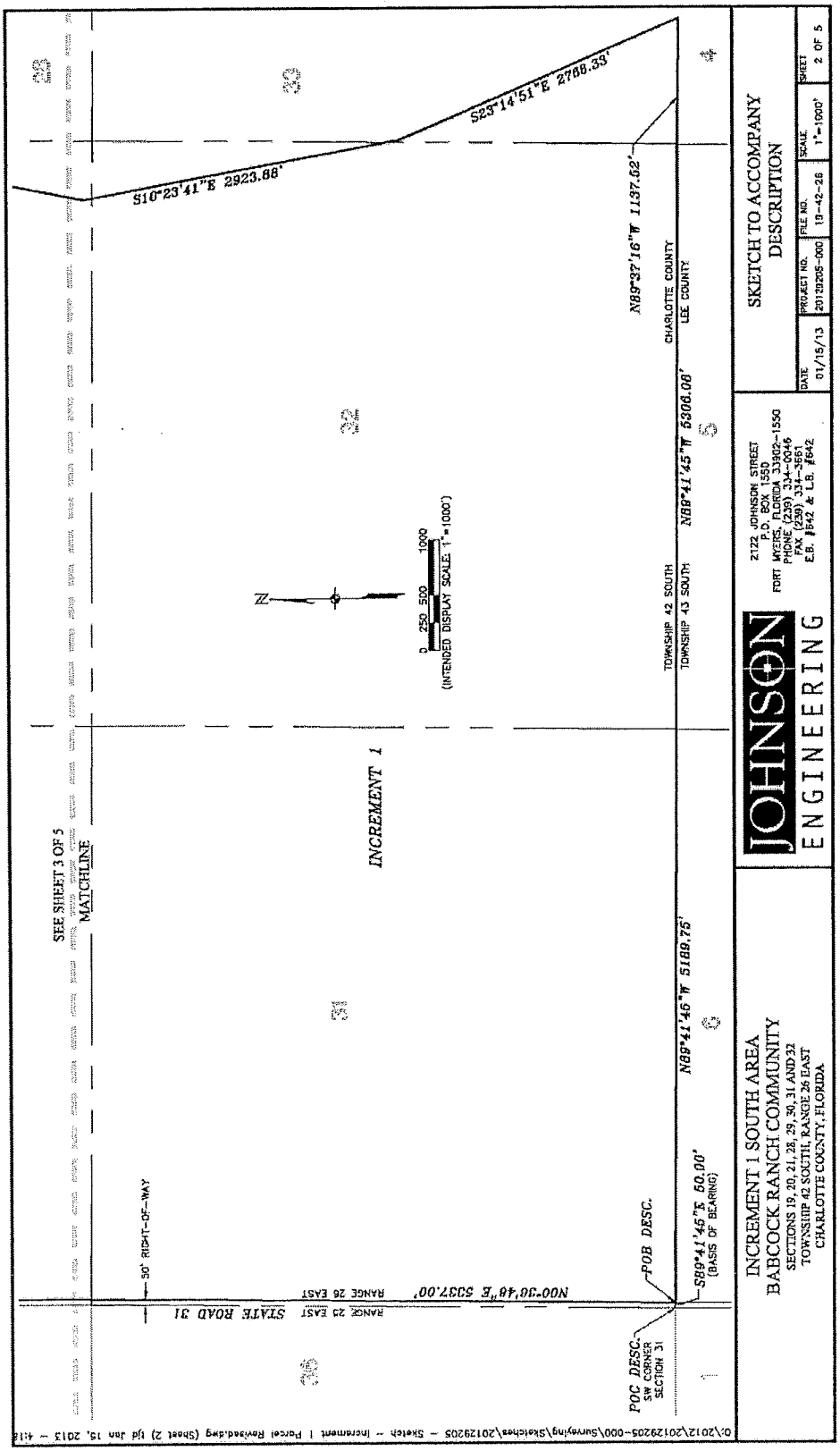
EXHIBIT A-2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N89°41'45"W 5306.08'
N89°41'45"W 5189.75'
N00°30'40"E 5337.00'
S89°41'45"E 60.00'
(BASIS OF BEARING)
POB DESC.
POC DESC.
SW CORNER SECTION 31
90' RIGHT-OF-WAY
STATE ROAD 31
RANGE 25 EAST
RANGE 26 EAST
TOWNSHIP 42 SOUTH
TOWNSHIP 43 SOUTH
CHARLOTTE COUNTY
LEE COUNTY
(INTENDED DISPLAY SCALE 1"=1000')
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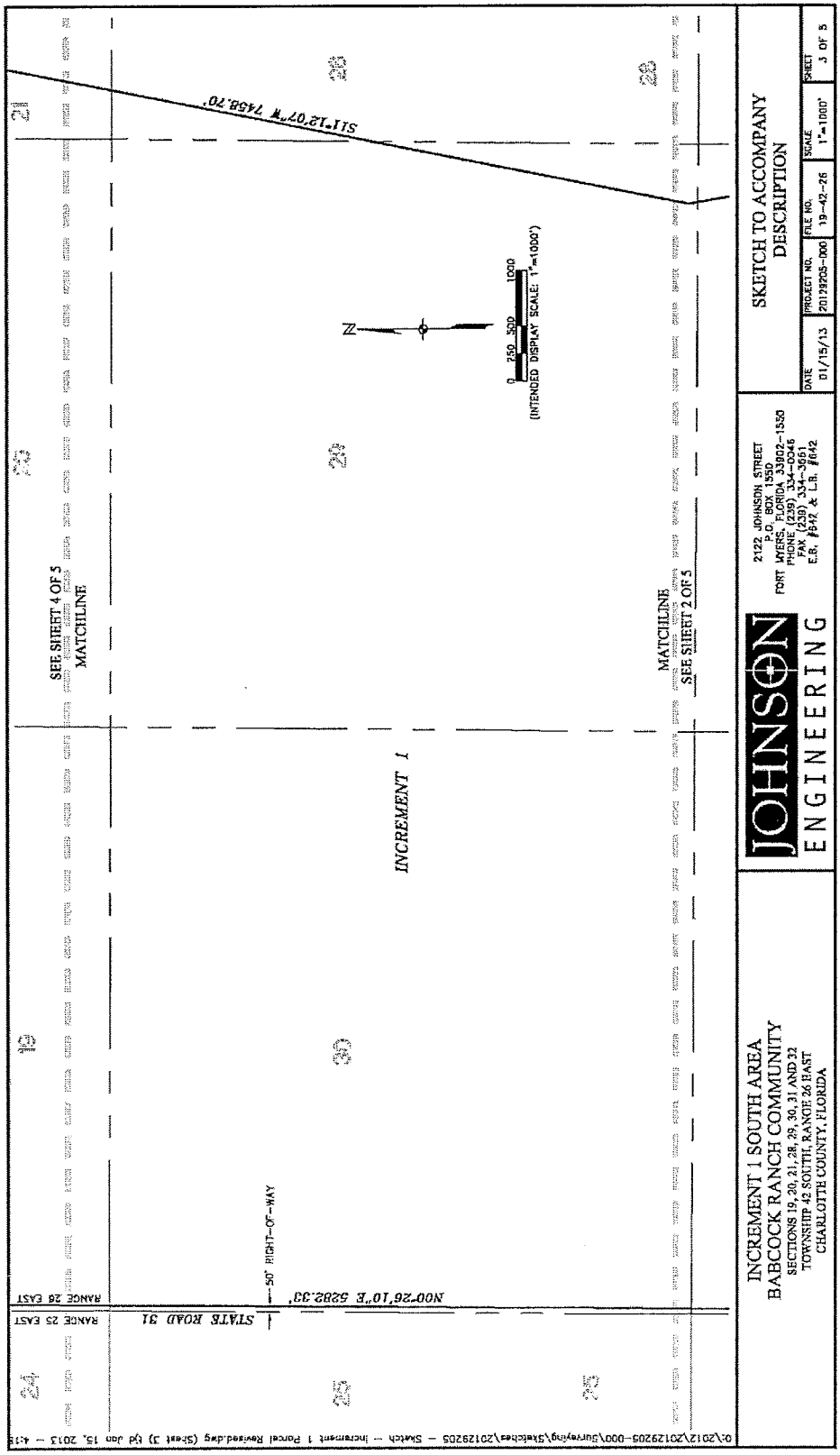
N
JOHNSON ENGINEERING
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
FAX (239) 334-3661
E.B. #642 & L.B. #642
SKETCH TO ACCOMPANY DESCRIPTION
DATE 01/15/13
PROJECT NO. 2012920S-000
FILE NO. 19-42-26
SCALE 1"=1000'
SHEET 2 OF 5
INCREMENT 1 SOUTH AREA
BABCOCK RANCH COMMUNITY
SECTIONS 19, 20, 21, 28, 29, 30, 31 AND 32
TOWNSHIP 42 SOUTH, RANGE 26 EAST
CHARLOTTE COUNTY, FLORIDA

EXHIBIT A-2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MATCHLINE
MATCHLINE
SEE SHEET 2 OF 5
INCREMENT 1
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50' RIGHT-OF-WAY
STATE ROAD 31
RANGE 25 EAST
RANGE 26 EAST
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DATE 01/15/13
PROJECT NO. 20129205-000
FILE NO. 19-42-26
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SHEET 3 OF 5
JOHNSON ENGINEERING
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
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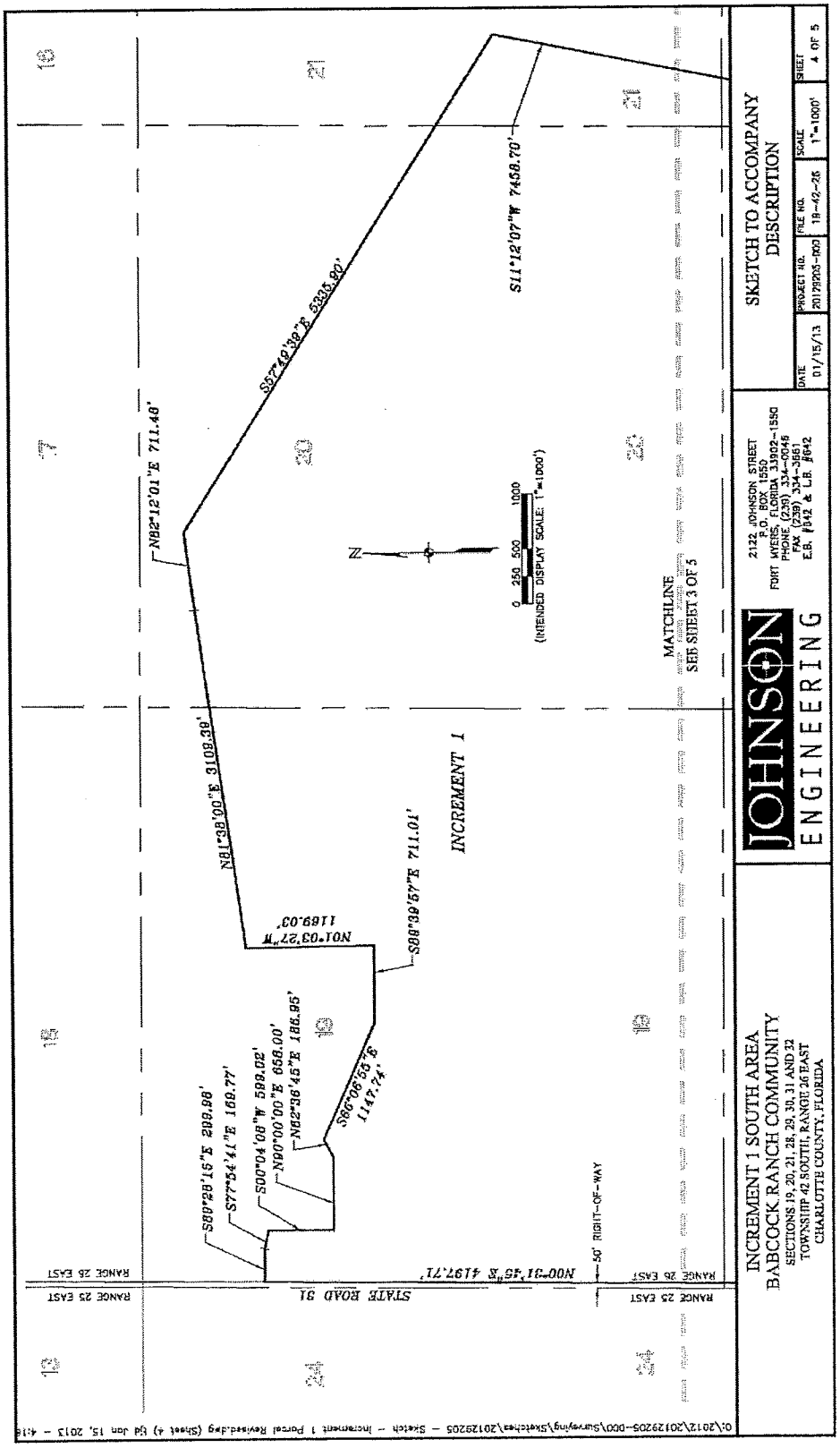
INCREMENT 1 SOUTH AREA
BABCOCK RANCH COMMUNITY
SECTIONS 19, 20, 21, 28, 29, 30, 31 AND 32
TOWNSHIP 42 SOUTH, RANGE 26 EAST
CHARLOTTE COUNTY, FLORIDA

EXHIBIT A-2


SKETCH TO ACCOMPANY DESCRIPTION
DATE 01/15/13
PROJECT NO. 20129205-000
FILE NO. 19-42-26
SCALE 1"=1000'
SHEET 4 OF 5
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 SOUTH AREA
BABCOCK RANCH COMMUNITY
SECTIONS 19, 20, 21, 28, 29, 30, 31 AND 32
TOWNSHIP 42 SOUTH, RANGE 26 EAST
CHARLOTTE COUNTY, FLORIDA
MATCHLINE
SEE SHEET 3 OF 5
(INTENDED DISPLAY SCALE: 1"=1000')
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INCREMENT 1
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S89°28'15"E 299.98'
N00°31'35"E 4197.71'
50' RIGHT-OF-WAY
STATE ROAD 31
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RANGE 26 EAST
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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.

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

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

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
01/15/13	20129205-000	19-42-26		5 OF 5

EXHIBIT A-3

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 *

CONSULTING ENGINEERS
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 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	

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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 1-28-09

SIGNATURE DATE SIGNED:

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 *

TKW CONSULTING ENGINEERS
5621 Banner Drive
Fort Myers, Florida 33912
239.278.1982 - 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
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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EXHIBIT A-3

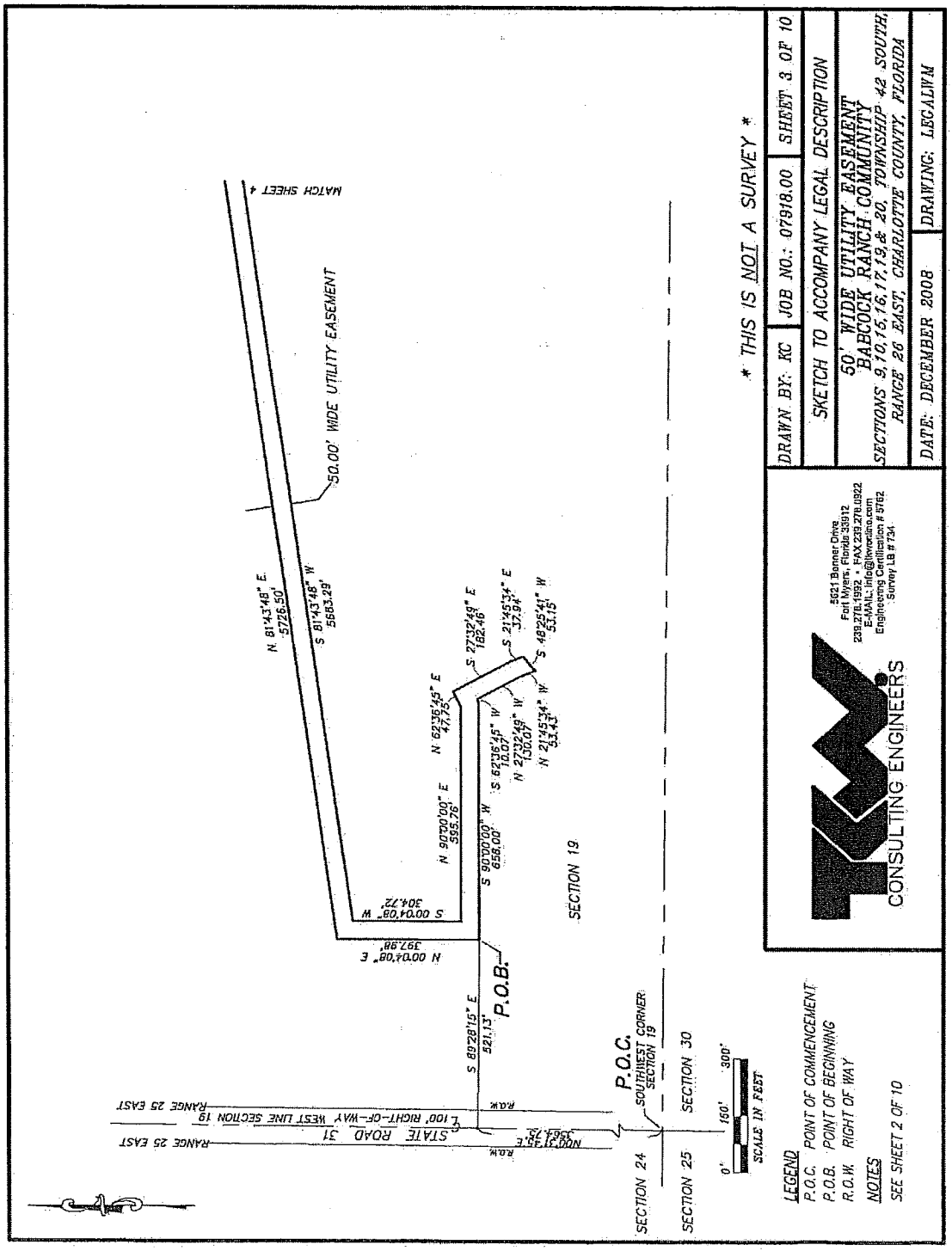
MATCH SHEET 4
50.00' WIDE UTILITY EASEMENT
N 81°43'48" E
5726.50'
S 81°43'48" W
5683.29'
S 27°32'49" E
162.46'
S 21°45'34" E
37.94'
S 48°25'41" W
55.15'
N 62°35'45" E
47.75'
N 90°00'00" E
595.76'
S 62°35'45" W
10.07'
N 27°32'49" W
130.07'
N 21°45'34" W
33.43'
S 90°00'00" W
658.00'
SECTION 19
S 00°04'08" W
304.72'
N 00°04'08" E
397.98'
P.O.B.
S 89°28'15" E
521.13'
P.O.C.
SOUTHWEST CORNER SECTION 19
SECTION 30
R.O.W.
100' RIGHT-OF-WAY WEST LINE SECTION 19
STATE ROAD 31
N00°31'38"E
3567.75'
RANGE 25 EAST
RANGE 25 EAST
SECTION 24
SECTION 25
0'
160'
300'
SCALE IN FEET
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
* 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: LEGALWM
CONSULTING ENGINEERS
5621 Banner Drive
Fort Myers, Florida 33912
239.278.1992 • FAX 239.278.0922
E-Mail: Info@kimley-horn.com
Engineering Certificate # 3762
Survey LB # 7324

EXHIBIT A-3

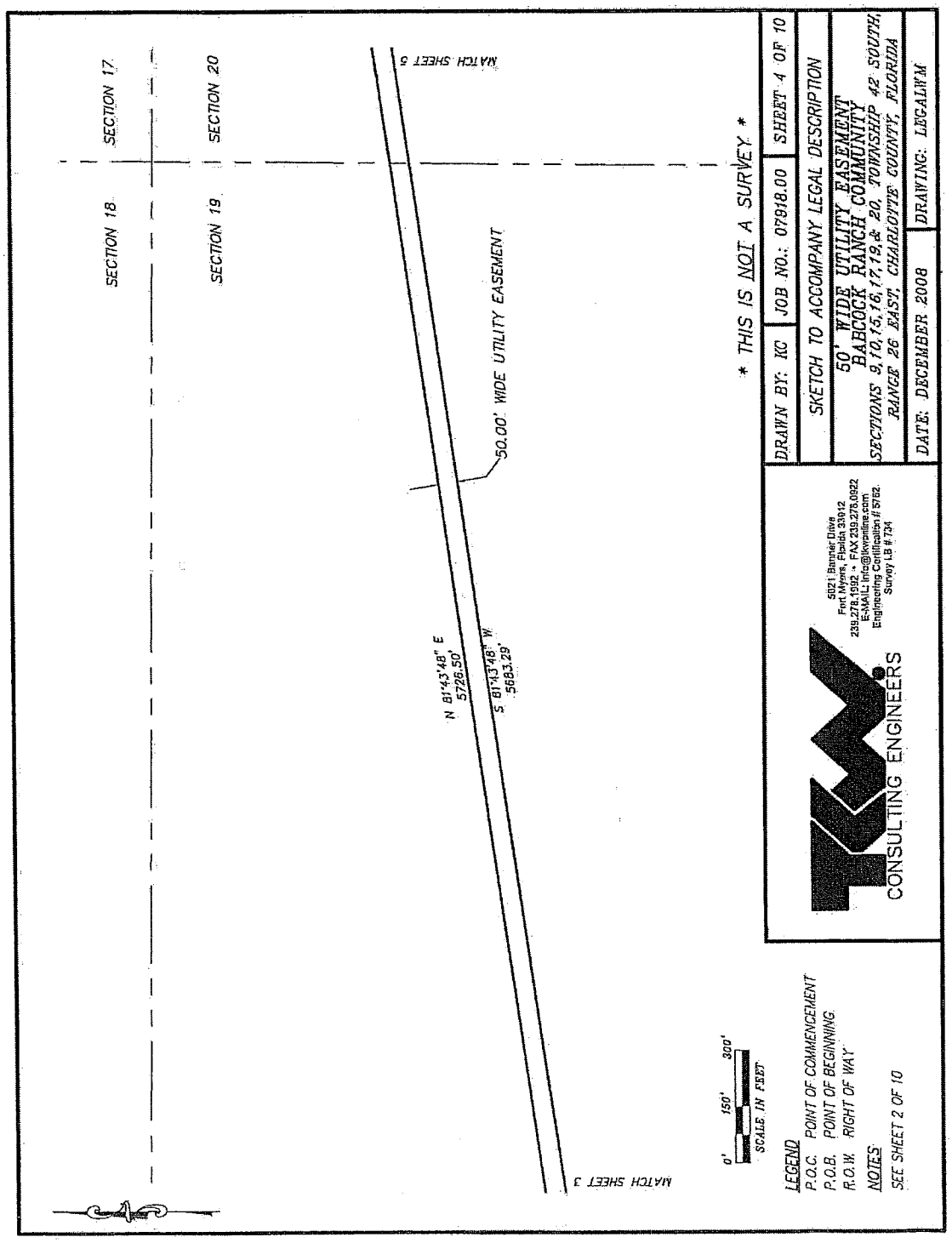
SECTION 17
SECTION 20
SECTION 18
SECTION 19
MATCH SHEET 5
50.00' WIDE UTILITY EASEMENT
N 81°43'48" E
5726.50'
S 81°43'48" W
5683.29'
MATCH SHEET 3
0'
150'
300'
SCALE IN FEET
LEGEND
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
R.O.W. RIGHT OF WAY
NOTES
SEE SHEET 2 OF 10
* THIS IS NOT A SURVEY *
DRAWN BY: KC
JOB NO.: 07918.00
SHEET 4 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
5021 Banner Drive
Fort Myers, Florida 33912
239.278.1992 • FAX 239.275.0922
E-MAIL: info@lkwonline.com
Engineering Certification #5762.
Survey LB #734
CONSULTING ENGINEERS
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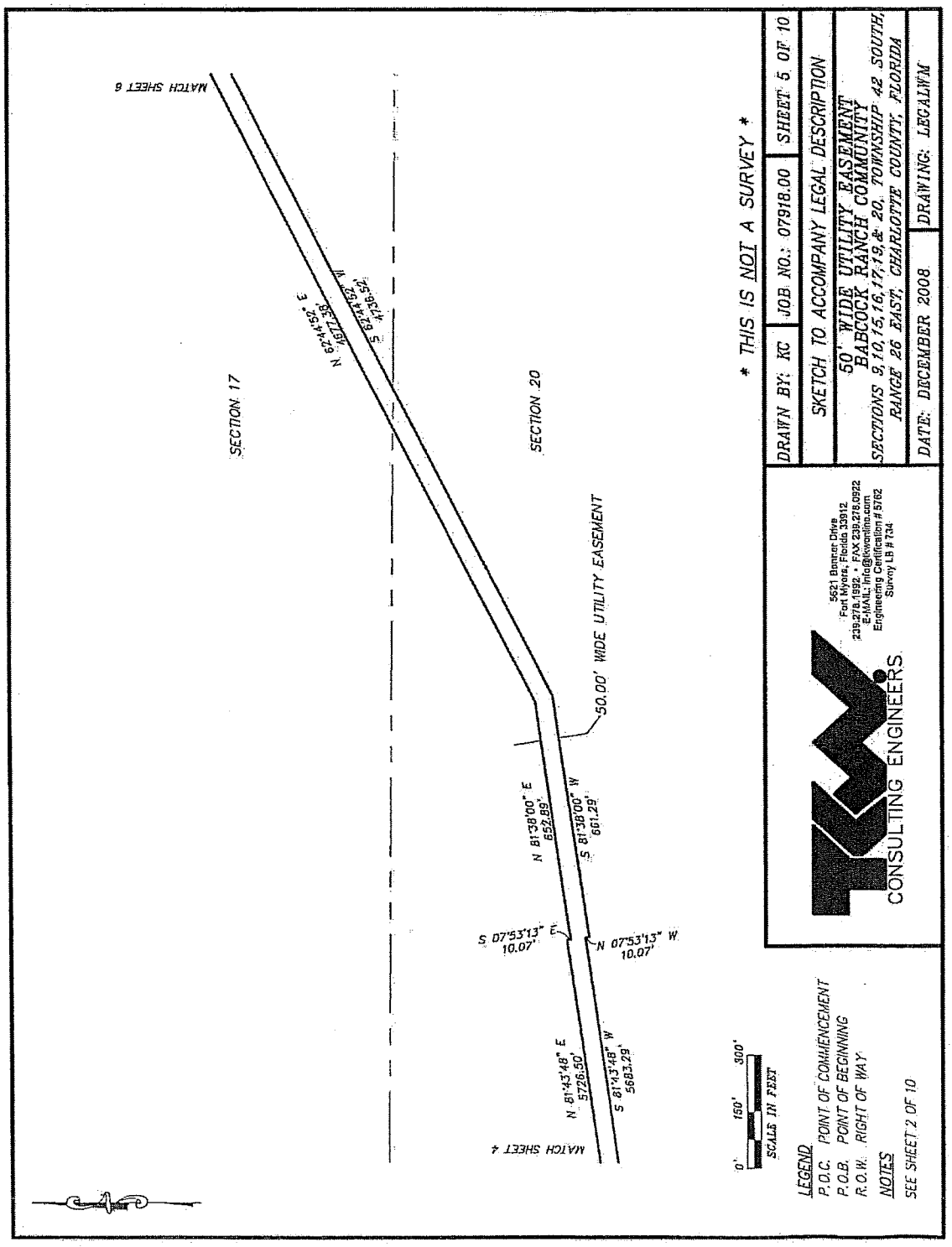
EXHIBIT A-3



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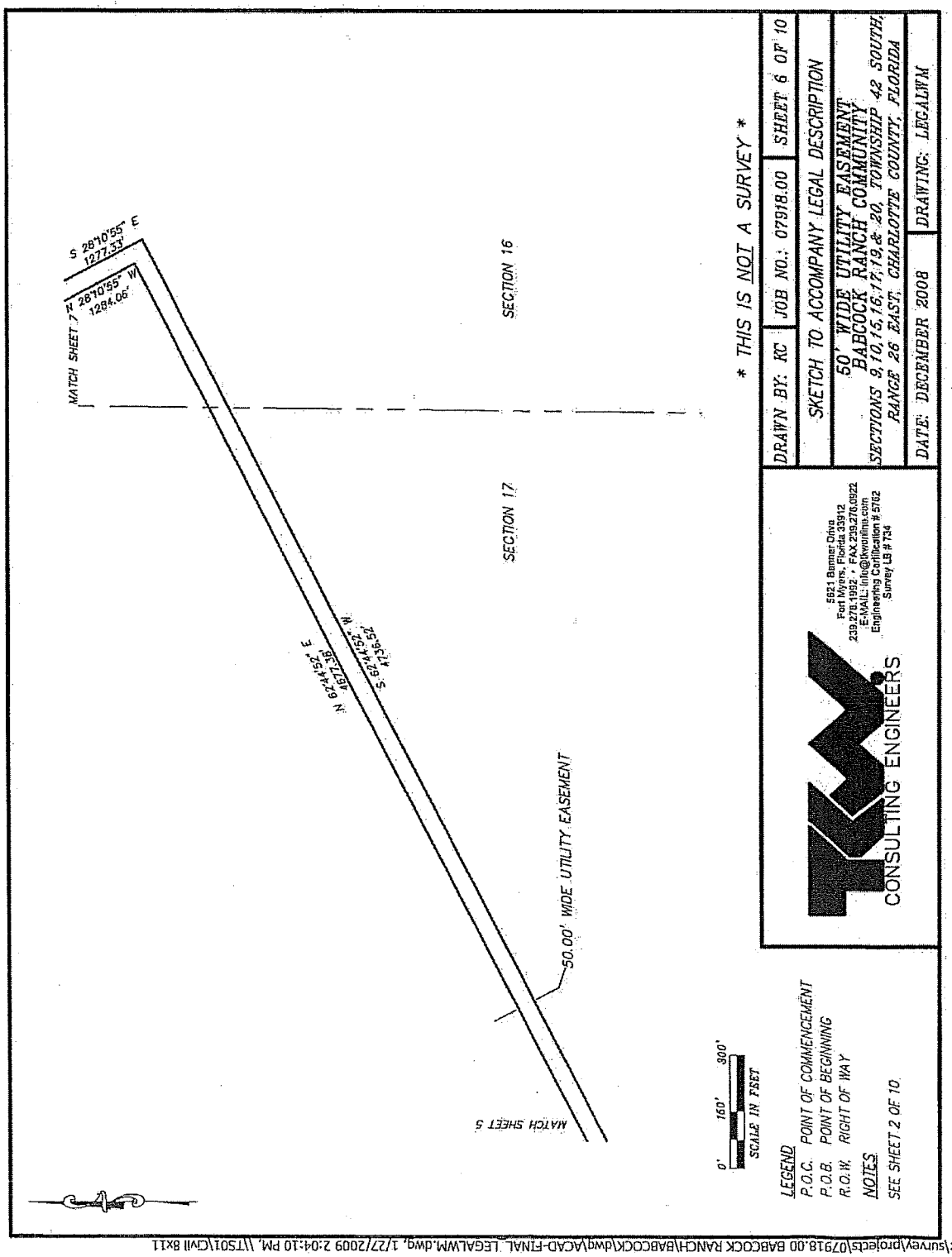
MATCH SHEET 7
N 28°10'55" W
1284.06'
S 28°10'55" E
1277.33'
SECTION 16
SECTION 17
N 62°44'57" E
4179.38'
S 62°44'57" W
4356.52'
50.00' WIDE UTILITY EASEMENT
MATCH SHEET 5
0'
150'
300'
SCALE IN FEET
LEGEND
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
R.O.W. RIGHT OF WAY
NOTES
SEE SHEET 2 OF 10
* THIS IS NOT A SURVEY *
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
5621 Banner Drive
Fort Myers, Florida 33912
239.278.1932 • FAX 239.278.0922
E-MAIL: info@kwonline.com
Engineering Certification # 5702
Survey LB # 734
CONSULTING ENGINEERS
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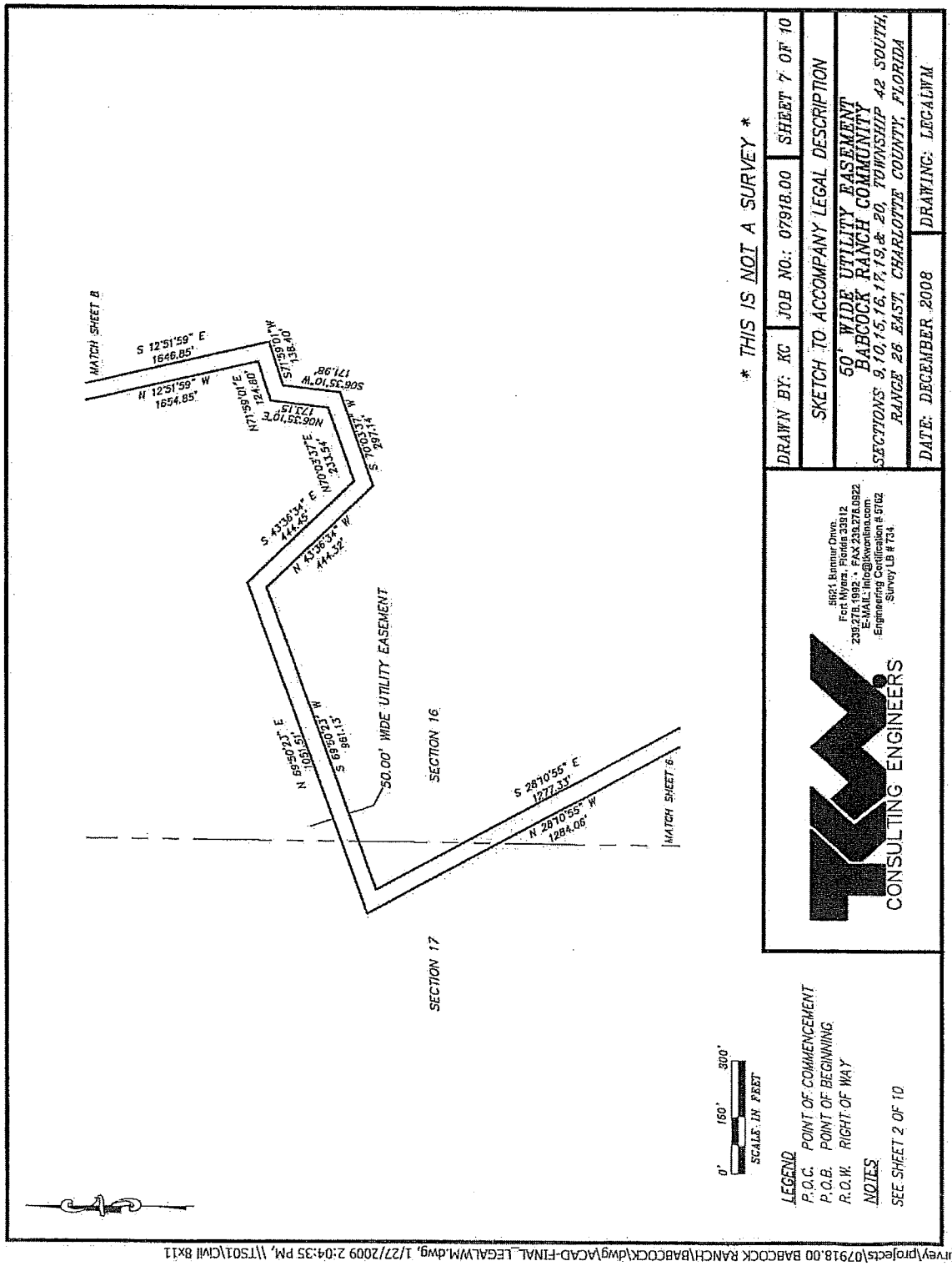
MATCH SHEET 8
S 12°51'59" E
1646.85'
N 12°51'59" W
1654.85'
N71°59'01" E
124.80'
S71°59'01" W
135.40'
N06°35'10" E
173.15'
S06°35'10" W
173.98'
S 76°03'37" W
297.14'
N70°03'37" E
232.54'
S 43°36'34" E
444.45'
N 43°36'34" W
444.32'
50.00' WIDE UTILITY EASEMENT
N 89°50'23" E
1301.15'
S 89°50'23" W
1318.13'
SECTION 16
SECTION 17
S 28°10'55" E
1277.33'
N 28°10'55" W
1284.06'
MATCH SHEET 6
0' 150' 300'
SCALE: IN FEET
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
* THIS IS NOT A SURVEY *
DRAWN BY: KG
JOB NO.: 07918.00
SHEET 7 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
CONSULTING ENGINEERS
5621 Bantner Drive
Fort Myers, Florida 33912
239.278.1992 • FAX 239.278.0922
E-MAIL: info@lkwenlinc.com
Engineering Certification # 5162
Survey LB # 734
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EXHIBIT A-3

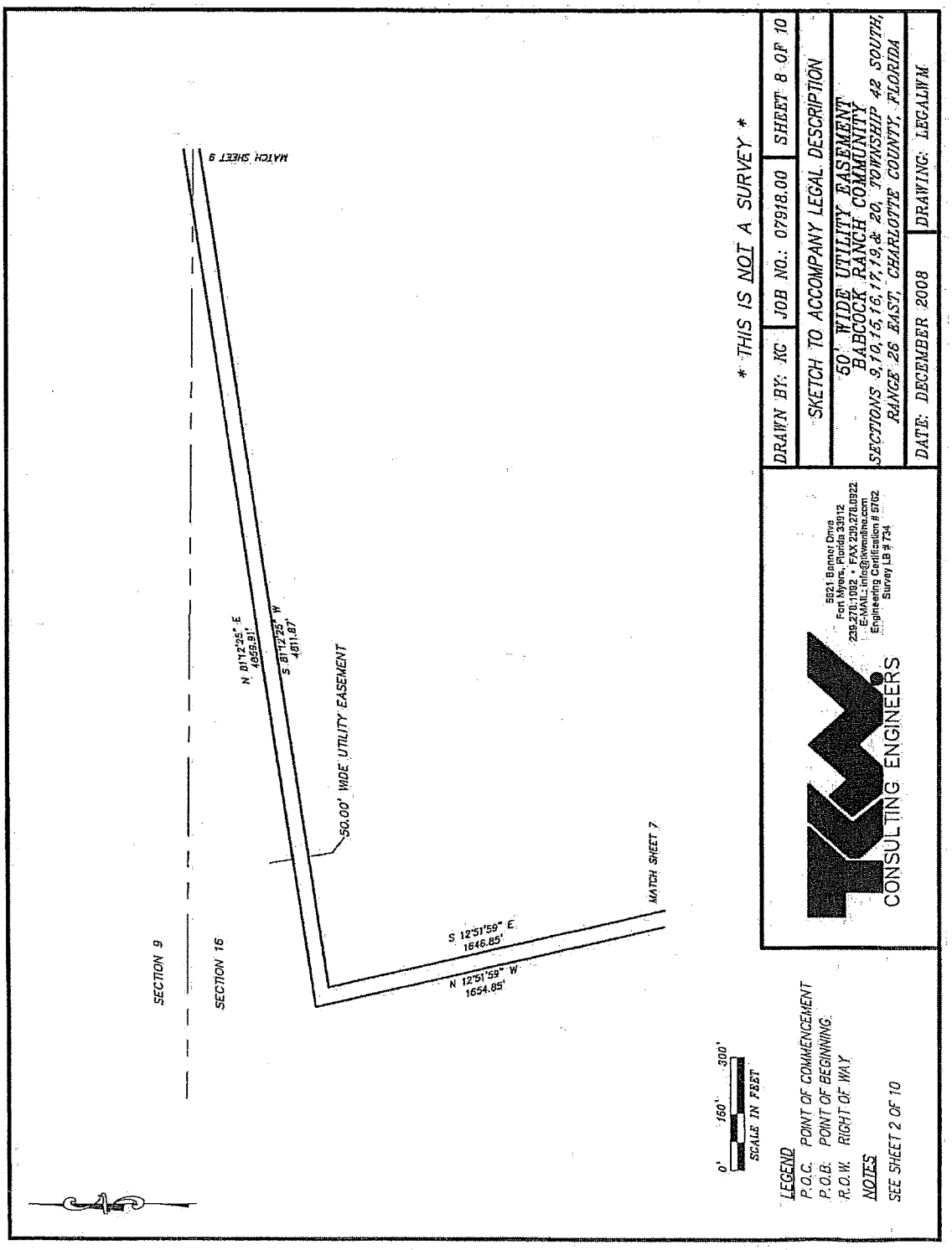

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EXHIBIT A-3

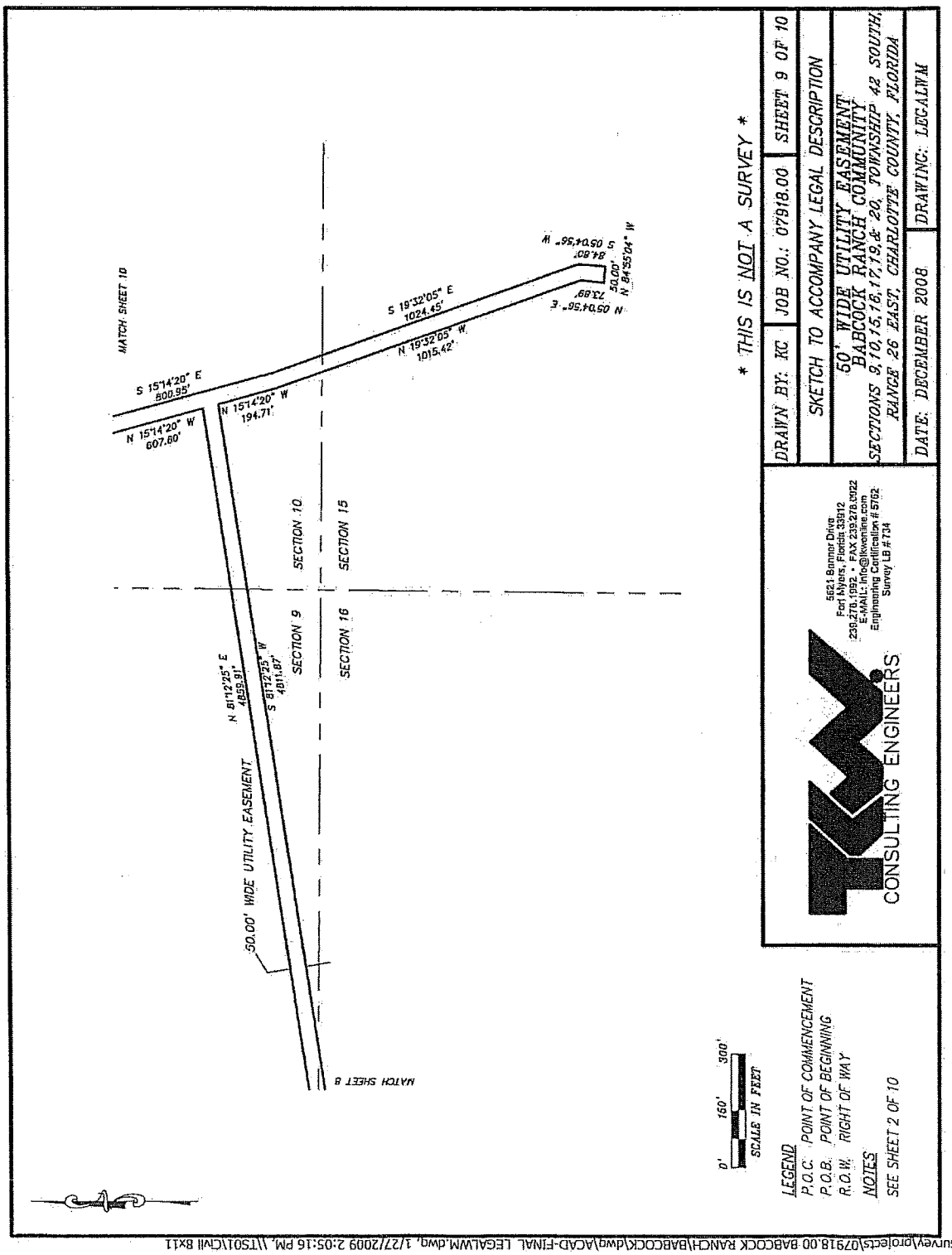
MATCH SHEET 10
S 15°14'20" E
800.95'
N 15°14'20" W
607.60'
N 15°14'20" W
194.71'
S 19°32'05" E
1024.45'
N 19°32'05" W
1015.42'
N 05°04'56" E
73.89'
S 05°04'56" W
84.80'
N 84°55'04" W
50.00'
SECTION 10
SECTION 15
SECTION 9
SECTION 16
N 81°12'25" E
4859.91'
S 81°12'25" W
4911.87'
50.00' WIDE UTILITY EASEMENT
MATCH SHEET 8
0' 150' 300'
SCALE IN FEET
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
* THIS IS NOT A SURVEY *
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
CONSULTING ENGINEERS
5621 Bonner Drive
Fort Myers, Florida 33912
239.278.1992 • FAX 239.278.0922
E-MAIL: info@lkvonline.com
Engineering Certificate # 5762
Survey LB # 734
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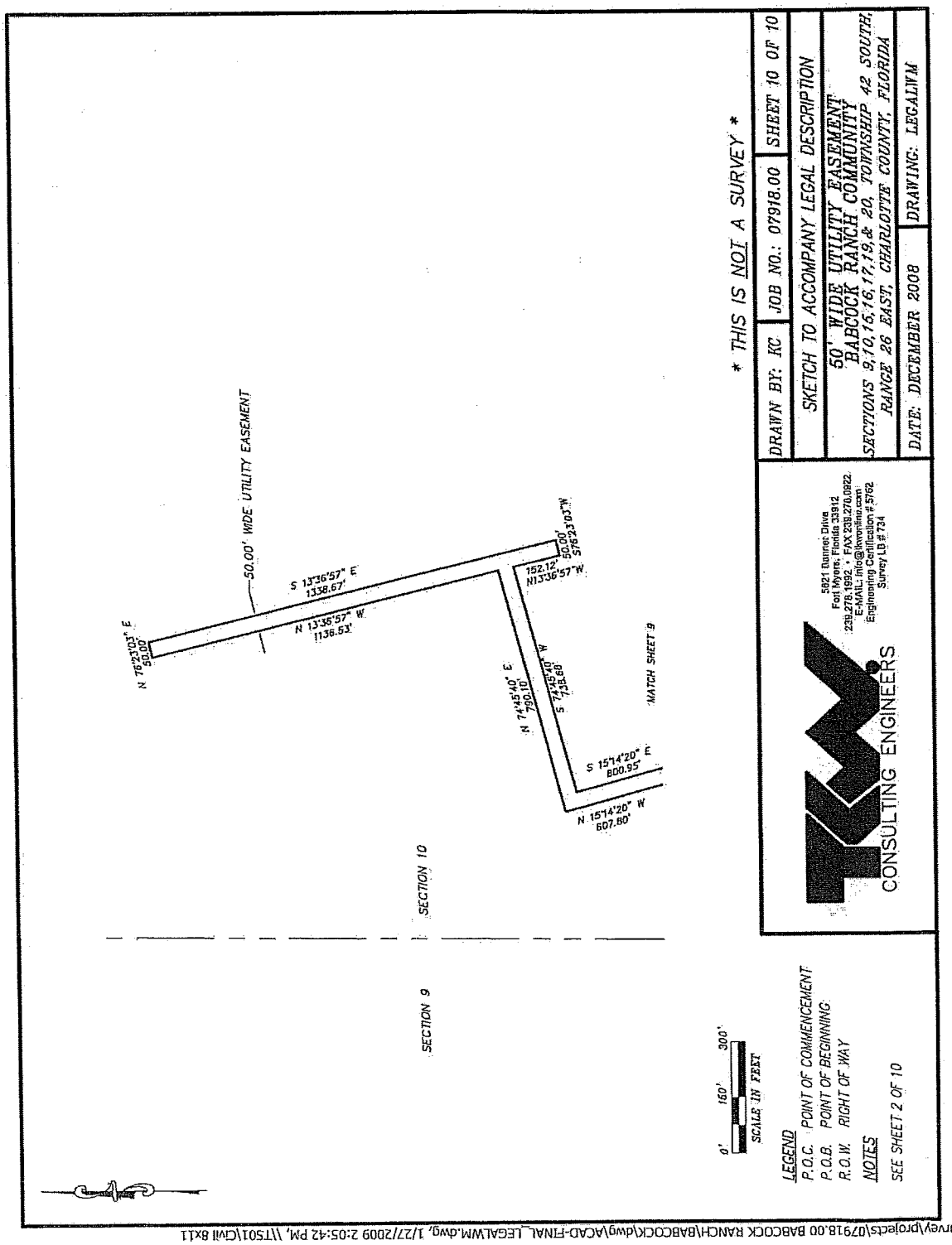
EXHIBIT A-3


50.00' WIDE UTILITY EASEMENT
N 76°23'03" E
50.00'
S 13°36'57" E
1338.67'
N 13°36'57" W
1136.53'
50.00'
S76°23'03" W
152.12'
N13°36'57" W
N 74°45'40" E
790.10'
S 74°45'40" W
735.68'
MATCH SHEET 9
S 15°14'20" E
800.95'
N 15°14'20" W
607.80'
SECTION 10
SECTION 9
0'
150'
300'
SCALE IN FEET
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
* THIS IS NOT A SURVEY *
DRAWN BY: KC
JOB NO.: 07918.00
SHEET 10 OF 10
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
50' WIDE UTILITY EASEMENT
BABCOCK RANCH COMMUNITY
SECTIONS 9,10,16,17,19 & 20, TOWNSHIP 42 SOUTH,
RANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA
DATE: DECEMBER 2008
DRAWING: LEGALWM
5821 Daurac Drive
Fort Myers, Florida 33912
239.278.1932 • FAX 239.278.0822
E-MAIL: info@kwcivilinc.com
Engineering Certification # 5762
Survey LB # 734
CONSULTING ENGINEERS
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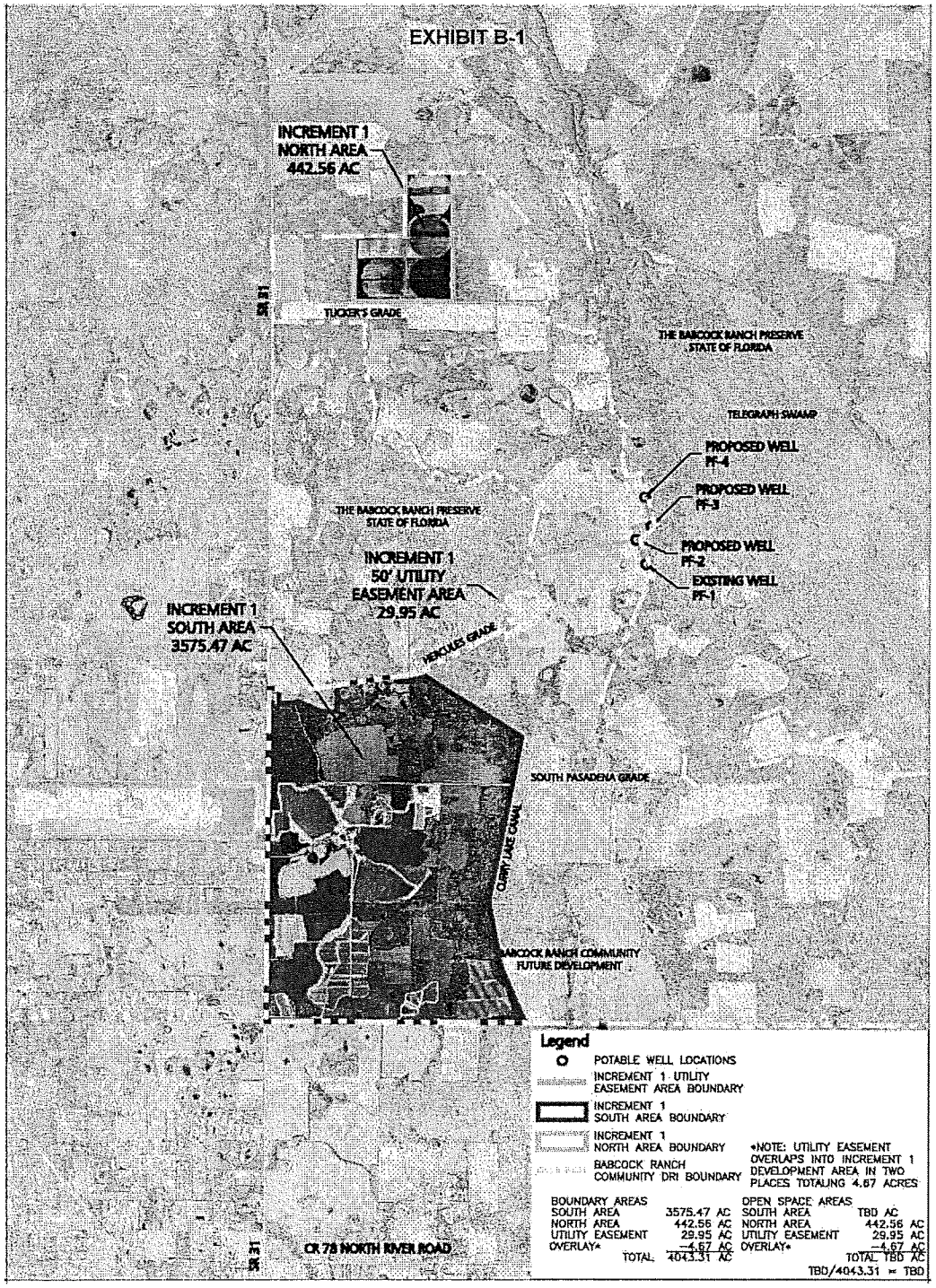
January 28, 2014

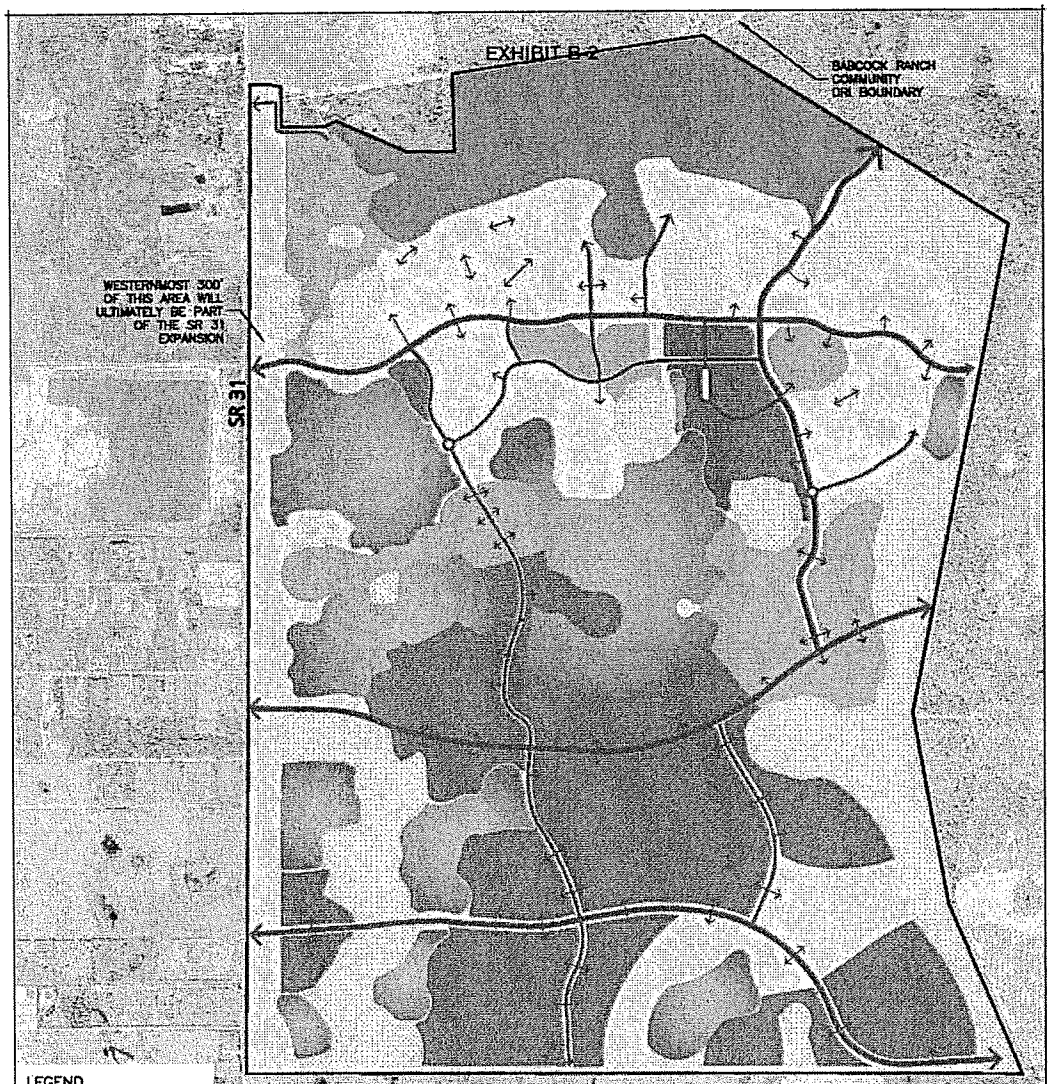


BABCOCK RANCH COMMUNITY
MAP H INCREMENT 1 MASTER DEVELOPMENT PLAN

0 2000' 4000' 8000'

FEBRUARY 2013

Stantec



LEGEND

- ACTIVE GREENWAY = 569.40
- OBSERVATION GREENWAY = 306.89 AC
- OPEN SPACE = 498.61 AC
- LAKE = 570.61 AC
- NEIGHBORHOOD MIXED RESIDENTIAL = 388.14 AC
- HIGHER DENSITY RESIDENTIAL = 218.70 AC
- MIXED-USE / RESIDENTIAL / COMMERCIAL (MURC) = 76.90 AC (RETAIL, GENERAL OFFICE, MEDICAL OFFICE, RESIDENTIAL, CIVIC)
- TOWN CENTER MIXED USE = 705.11 AC (RETAIL, GENERAL OFFICE, MEDICAL OFFICE, INDUSTRIAL, RESIDENTIAL, CIVIC, HOTEL)
- UTILITY = 70.18 AC
- INTERNAL ROADWAY CIRCULATION SYSTEM = 188.93 AC
- PARCEL ACCESS

TOTAL SOUTH AREA = 3575.47 AC

ADDITIONAL UNITS AND SQUARE FOOTAGE WILL BE ADDED TO THE INCREMENT IN THE FUTURE THROUGH AN AMENDMENT TO THIS INCREMENT.

INCREMENT 1		MIXED USE RESIDENTIAL COMMERCIAL	TOWN CTR	TOTAL
SINGLE FAMILY DETACHED	D.U.	1,100	400	1,500
SINGLE FAMILY ATTACHED/ TOWNHOUSE/MULTI FAMILY	D.U.	750	250	1,000
HOTEL	ROOM		100	100
ELEMENTARY SCHOOL	AC	20		20
RETAIL	SF	26,000	100,000	126,000
GENERAL OFFICE	SF	25,000	225,000	250,000
MEDICAL OFFICE	SF	10,000	40,000	50,000
GOVERNMENT/CIVIC	SF	5,000	10,000	15,000
CHURCH	SF	7,500		7,500
INDUSTRIAL/R&D	SF		90,000	90,000

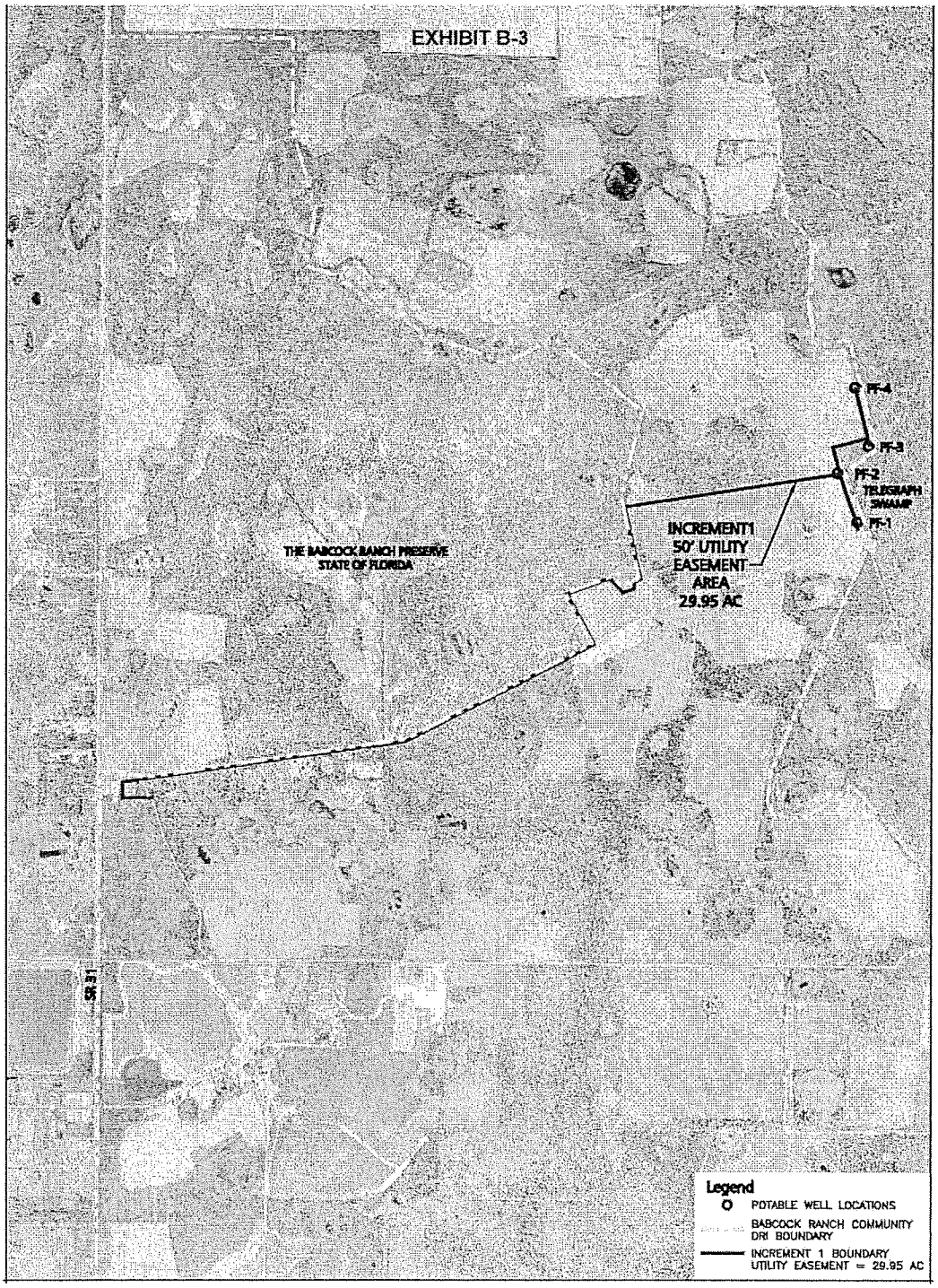
BABCOCK RANCH COMMUNITY

MAP H-1 INCREMENT 1 SOUTH AREA MASTER DEVELOPMENT PLAN

0 750' 1500' 3000'

AUGUST 2013

Stantec



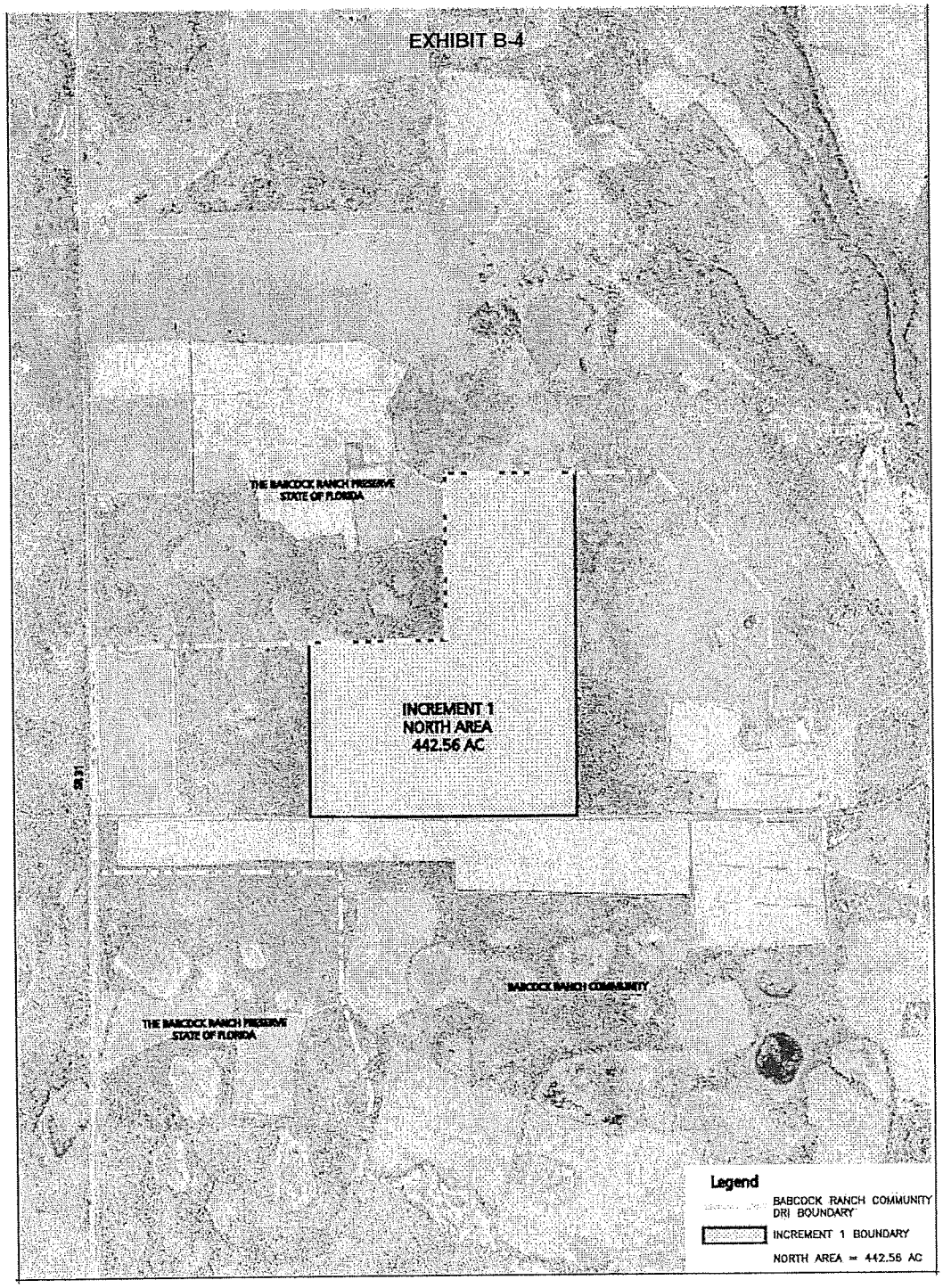
BABCOCK RANCH COMMUNITY

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

0 1000' 2000' 4000'

FEBRUARY 2013

Stantec



BABCOCK RANCH COMMUNITY

MAP H-3 INCREMENT 1 NORTH AREA MASTER DEVELOPMENT PLAN

0 750' 1500' 3000'

FEBRUARY 2013

Stantec

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.

January 28, 2014

EXHIBIT C

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

Change From: / Change To:	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.)
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 the maximum number of units approved in the MDO.

January 28, 2014

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.

*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.

*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

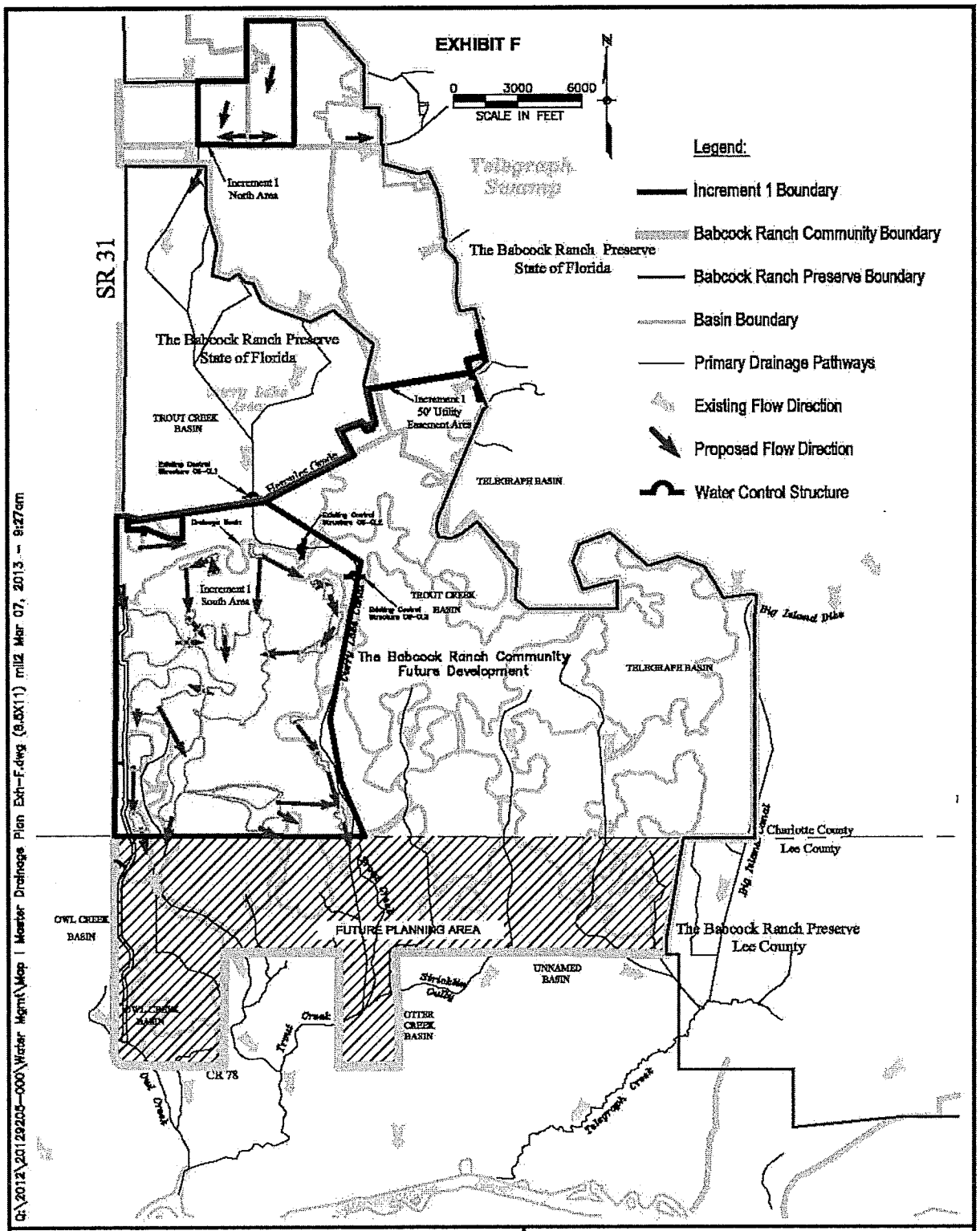
Table 2. Increment 1 Parameters by Development Area

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 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 IDO.



Q:\2012\20129205-000\Water Mgmt\Map | Master Drainage Plan Exh-F.dwg (8.5X11) mil2 Mar 07, 2013 - 9:27am

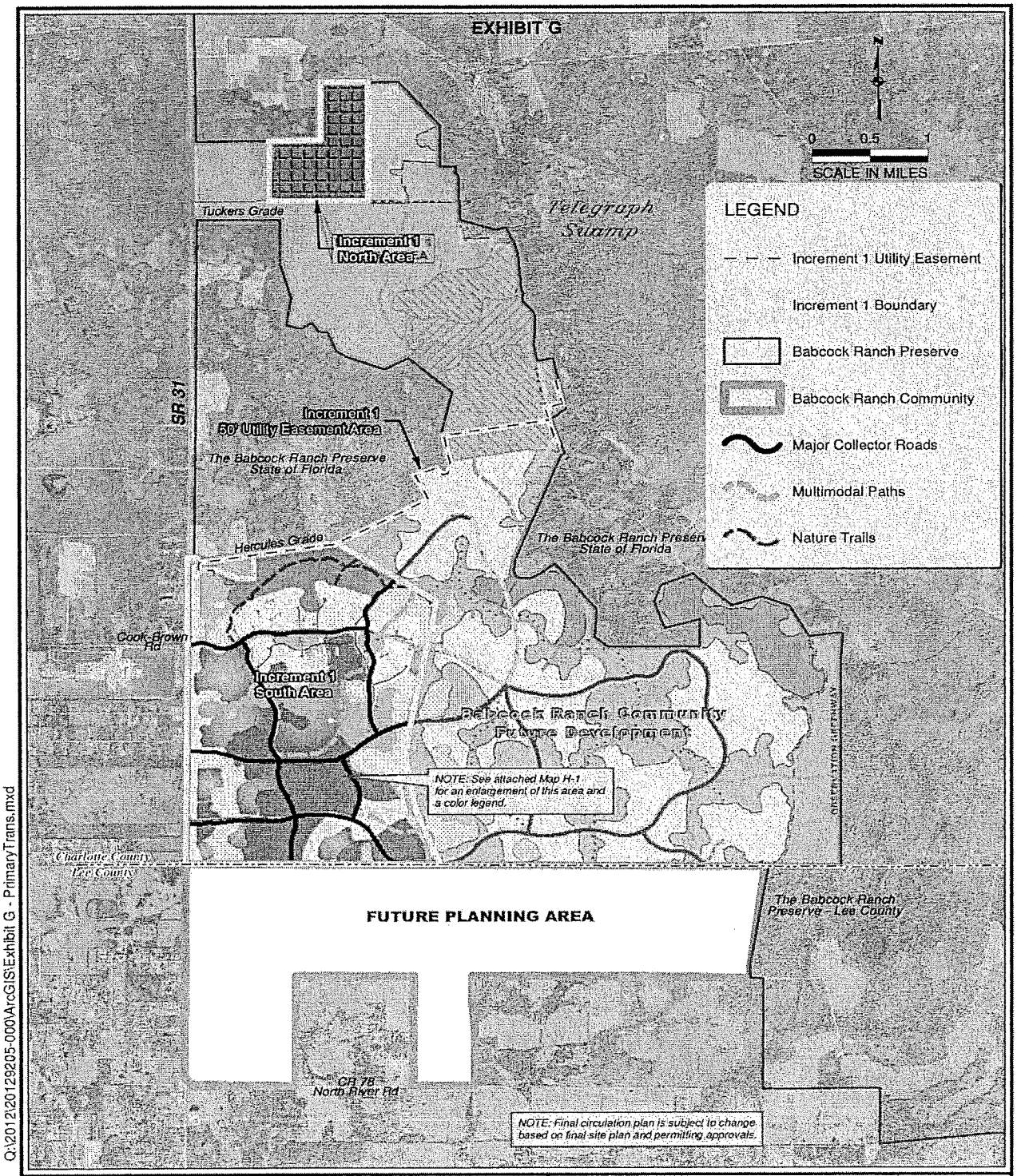
JOHNSON ENGINEERING

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
Proposed Master Drainage Plan

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
January 2013	20129205	00-00-00	As Shown	Exh F

January 28, 2014



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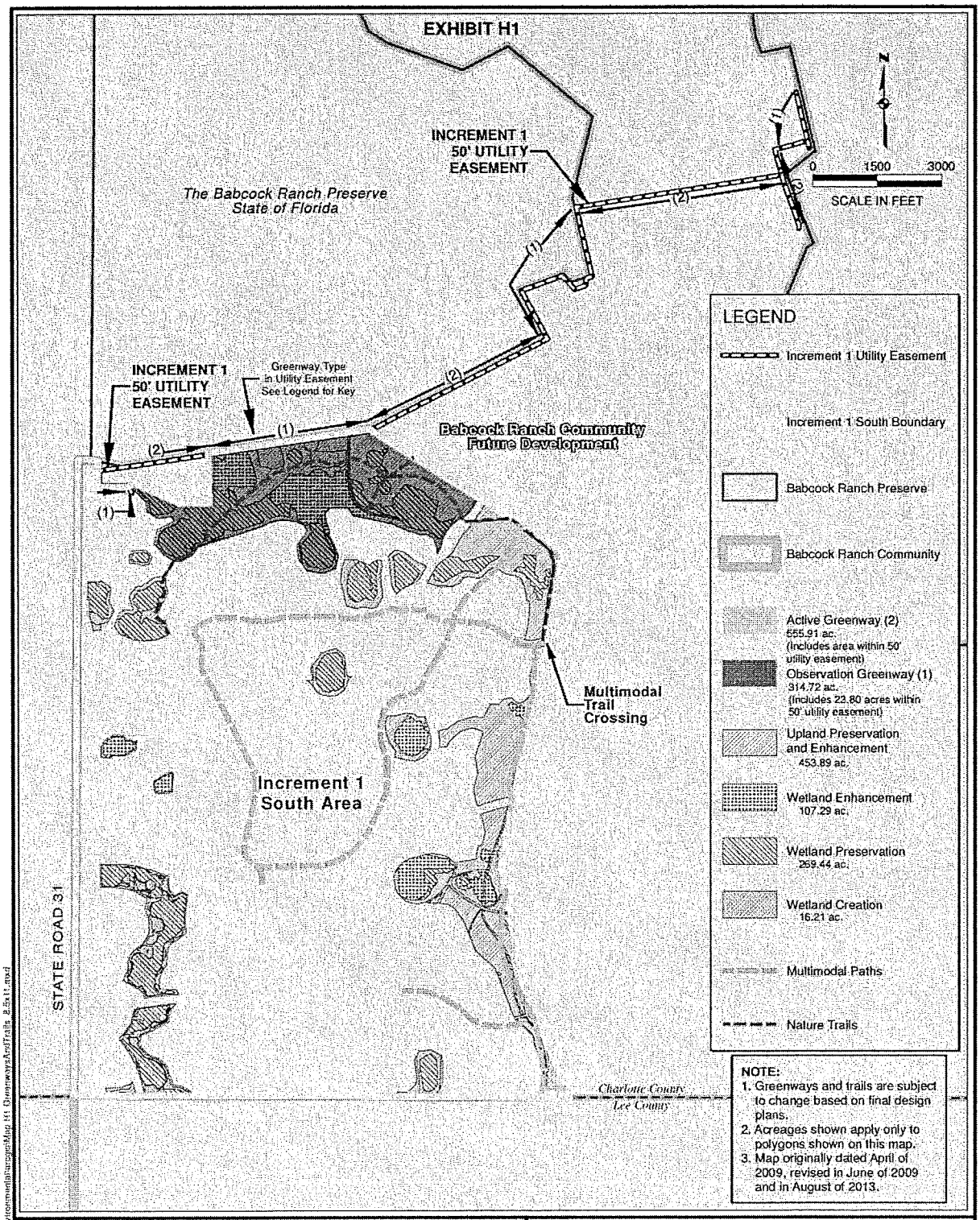
Increment 1
Master Internal Circulation Plan

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

January 28, 2014



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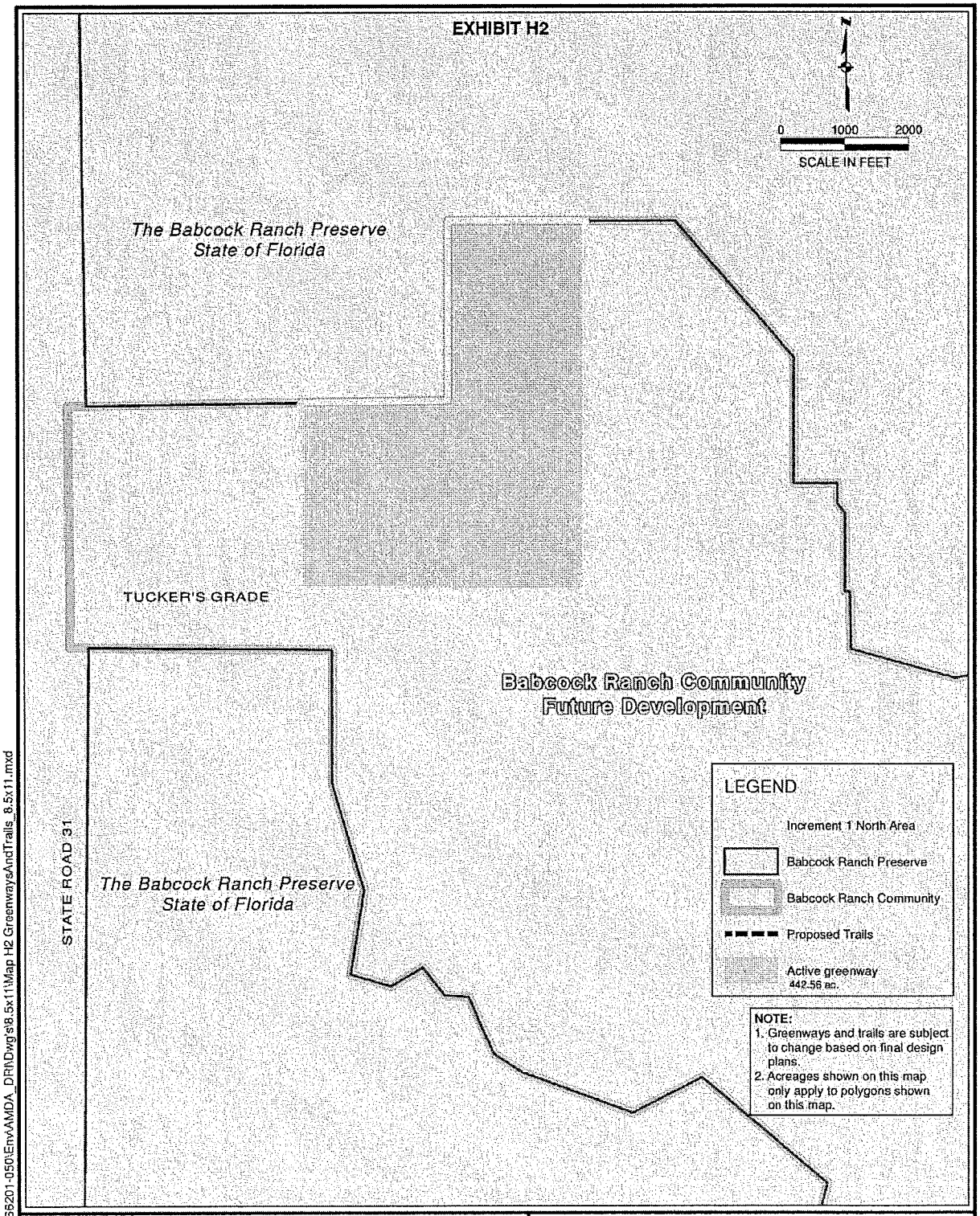
Increment 1 South Area
Primary Greenway Map and Trails Plan

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



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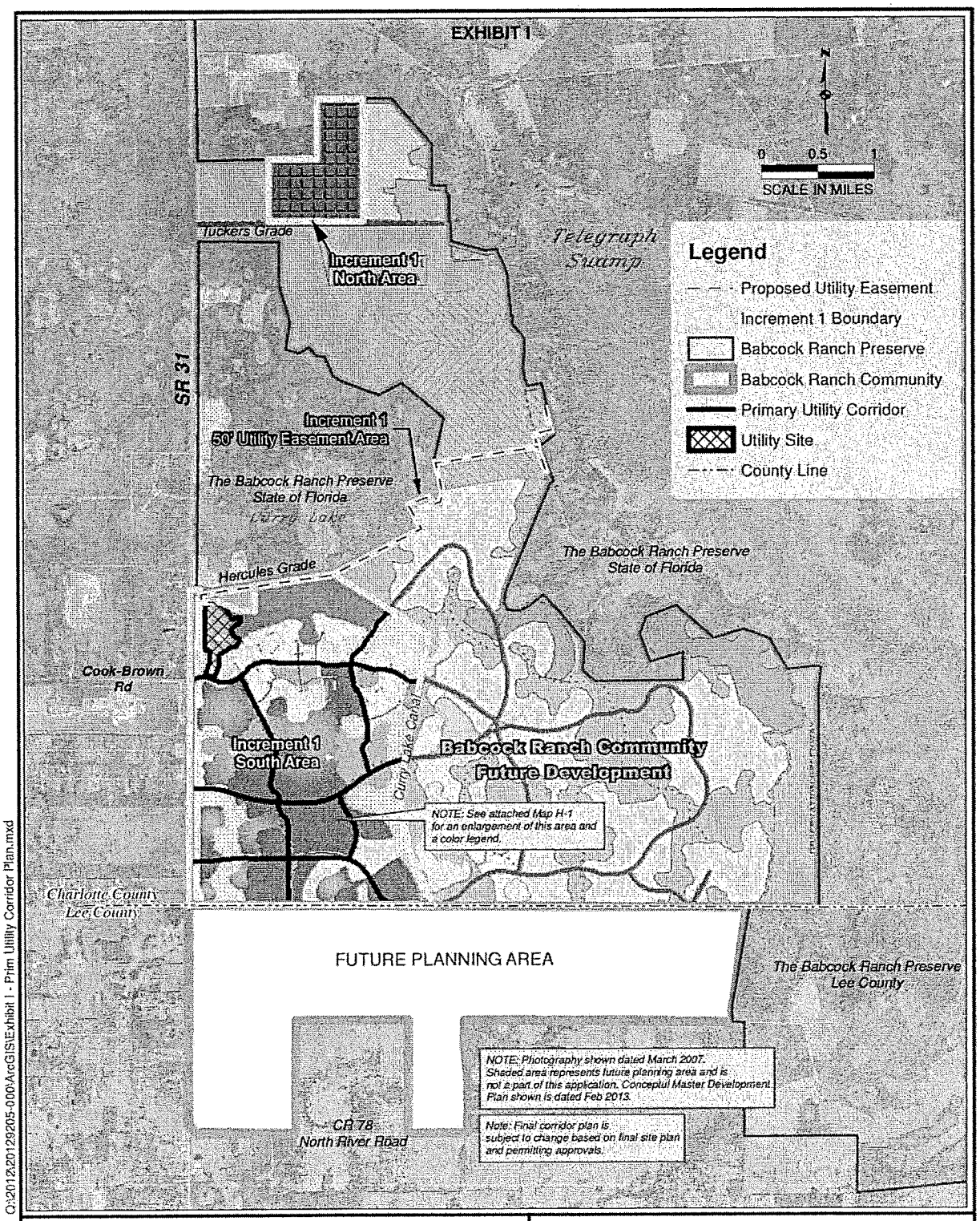
Increment 1 North Area
Primary Greenway Map and Trails Plan

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



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Increment I
Primary Utility Corridor Plan

DATE	PROJECT	FILE NO.	SCALE	SHEET
Aug 2013	20129205	---	As Shown	EXH 1

EXHIBIT J (Page 1 of 3)
BABCOCK RANCH COMMUNITY - INCREMENT 1 - Phase 1
Revised to Reflect Charlotte County GMD Growth Trends Projection of Background Traffic
FUTURE (2014) TRAFFIC CONDITIONS WITH 22% (Daily) INTERNAL CAPTURE
DIRECTIONAL PEAK HOUR, PEAK SEASON

CHARLOTTE / DESOTO / GLADES COUNTY

[illegible]

FOOTNOTES

(1) 2010 E+C number of lanes.
(2) Charlotte County Concurrency service volumes.
(3) Charlotte County roadway LOS standard.
LOS based on FDOT FIHS standards.
(4) FDOT [illegible] assignment based on 2014 FSUTMS [illegible] model.
(5) AADT based on Charlotte County - FDOT 2007 Florida Traffic Information CD.
(6) K100 and D100 factors based on Charlotte County - FDOT 2007 Florida Traffic Information CD.
(7) ITE Net New External Trips (Primary Trips Internal, Passer-By & Diverted Linked Trips).
(8) Intentionally Left Blank.
(9) Project directional split based on estimated ITE Net New External trips derived from ITE, Trip Generation [illegible].
(10) Background ADT and K factor as reported in "County-Wide Historic Growth Rates on Roadway Network" [illegible] provided by Charlotte County Growth Management Department on October 09, 2009.

[illegible] indicates a roadway segment [illegible], but not adversely, impacted by the Project.
[illegible] indicates a roadway segment significantly and adversely impacted by the Project.

[illegible] - Exhibit_Increment1_Phase1_[illegible]_GrowthTrends [illegible]

EXHIBIT J - Page 1 of 3

January 28, 2014

[illegible]

EXHIBIT J (Page 2 of 3)
BABCOCK RANCH COMMUNITY - INCREMENT 1 - Phase 1
Revised to Reflect Lee County DOT Growth Trends Projection of Background Traffic
FUTURE (2014) TRAFFIC CONDITIONS WITH 22% (Daily) INTERNAL CAPTURE
DIRECTIONAL PEAK HOUR, PEAK SEASON

LEE / HENDRY COUNTY

Roadway	From	To	(1) # of Lanes	(2) LOS Std	Peak Dir	(4) Non-PGWARF PGWARF Trips	(5) Non-PGWARF AADT Factor	Lee County Growth Trends AADT	(6) PM K Factor	(7) PM D Factor	Peak Hr Volume	(8) PM Project Trips Dir1	(9) PM Project Trips Dir2	(10) Internal Capture Dir1	(11) Internal Capture Dir2	(12) Non-Project Pk Volume Dir1	(13) Non-Project Pk Volume Dir2	(14) PGWARF PGWARF Trips	(15) Peak Hr Pct.	(16) Peak Hour Dir1	(17) Peak Hour Dir2	(18) Directional Split Dir1	(19) Directional Split Dir2	(20) Directional Split Dir1	(21) Directional Split Dir2	Projected Volume Dir1	Projected Volume Dir2	(22) SERVICE VOLUME STD	(23) LOS STD Dir1	(23) LOS STD Dir2	Project Traffic % Dir1	Project Traffic % Dir2	Wkly & Adv. Impact Pending Dir1	Wkly & Adv. Impact Pending Dir2	Pending Improvements	Revised Improvements
BALDWIN RD	Little Ave	Bishop Ave	2LN	E	22	8556	8,811	7,900			0.0970			188	0.2308	0.4286	170	319	68	0.236	2	0.50	0.48	1	1	171	161	820	B	B	0.1%	0.1%			2	Add	0.1
	Bishop Ave	Bishop Ave	2LN	E	22	10,000	10,245	7,900	0.0970			1,000	0.2308	0.4286	540	460	91	0.0%	0	0.50	0.48	1	0	563	460	920	C	C	0.3%	0.2%			2	Add	0.1
	Bishop Ave	Homestead Growth Blvd (EW4)	2LN	E	22	11,000	11,715	7,900	0.0970			500	0.2308	0.4286	560	410	151	1.1%	12	0.50	0.48	61	51	561	410	971	C	C	1.7%	0.6%			2	Add	0.1
BASHORE ROAD N	US 41	Bethany Rd	2LN	E	FDOT	15,000	15,968	9,900	0.0980			2,000	0.2308	0.4286	1,100	900	800	4.1%	82	0.50	0.48	53	45	1,153	945	1,900	E	D	1.0%	1.4%			2	Add	0.1
	Bethany Rd	Hart Rd	2LN	E	FDOT	21,000	22,357	9,900	0.0980			2,800	0.2308	0.4286	2,000	1,540	2,000	10.0%	200	0.50	0.48	53	45	2,053	1,585	1,900	F	D	2.6%	2.4%			2	Add	0.1
	Hart Rd	Sunset Blvd	4LD	E	FDOT	35,000	37,261	9,900	0.0980			3,500	0.2308	0.4286	1,500	1,300	1,750	8.8%	175	0.50	0.48	53	45	1,803	1,345	1,900	E	D	4.1%	3.8%			2	Add	0.1
	Sunset Blvd	SR 80	4LD	E	FDOT	50,000	53,230	9,900	0.0980			5,000	0.2308	0.4286	2,000	1,700	2,500	12.5%	250	0.50	0.48	53	45	2,553	1,745	1,900	F	D	5.9%	5.0%			2	Add	0.1
	SR 80	Tiger Rd	2LN	E	FDOT	27,000	28,748	9,900	0.0980	0.5000	13,500	1,500	0.2308	0.4286	1,000	500	1,250	6.3%	125	0.50	0.48	53	45	1,303	545	1,900	D	C	3.1%	2.6%			2	Add	0.1
	Tiger Rd	SR 31	2LN	E	FDOT	19,000	20,228	9,900	0.0980	0.5000	13,000	1,000	0.2308	0.4286	600	400	500	2.5%	50	0.50	0.48	53	45	553	445	920	C	C	0.6%	0.5%			2	Add	0.1
BROADWAY RD	SR 80	North River Rd	2LN	E	11	7,725	7,108	7,100	0.0980			700	0.2308	0.4286	360	340	347	2.2%	33	0.50	0.48	57	30	357	355	950	C	C	1.9%	1.7%			2	Add	0.1
BUCKINGHAM RD	SR 80	Bethany Rd	2LN	C	11	6,000	6,567	7,100	0.0980			500	0.2308	0.4286	200	200	0	0.0%	0	0.50	0.48	0	0	200	200	920	C	C	0.0%	0.0%			2	Add	0.1
	Bethany Rd	Orange River Blvd	2LN	E	11	10,171	10,304	7,100	0.0980			1,000	0.2308	0.4286	500	500	500	3.1%	50	0.50	0.48	0	0	500	500	920	C	C	0.5%	0.5%			2	Add	0.1
	Orange River Blvd	SR 80	2LN	E	11	14,000	14,347	7,100	0.0980			1,400	0.2308	0.4286	700	700	700	4.4%	70	0.50	0.48	0	0	700	700	920	C	C	0.8%	0.8%			2	Add	0.1
BYRON ROAD	US 41	Bishop Rd	2LN	E	FDOT	16,000	16,153	9,900	0.0980			1,600	0.2308	0.4286	800	800	800	5.0%	80	0.50	0.48	0	0	800	800	920	C	C	0.9%	0.9%			2	Add	0.1
	Bishop Rd	Pine Island Rd	4LD	E	FDOT	23,000	25,353	9,900	0.0980			2,300	0.2308	0.4286	1,000	1,300	1,150	7.2%	115	0.50	0.48	43	57	1,143	1,357	1,900	E	D	1.3%	1.6%			2	Add	0.1
	Pine Island Rd	Pondella Rd	4LD	E	FDOT	30,000	30,606	9,900	0.0980			3,000	0.2308	0.4286	1,500	1,500	1,500	9.4%	150	0.50	0.48	50	50	1,650	1,650	2,800	E	B	1.7%	1.7%			2	Add	0.1
	Pondella Rd	SR 80	4LD	E	FDOT	40,000	41,774	9,900	0.0980			4,000	0.2308	0.4286	2,000	2,000	2,000	12.5%	200	0.50	0.48	50	50	2,200	2,200	2,800	E	B	2.3%	2.3%			2	Add	0.1
COLONIAL BLVD	US 41	Tamiami Ave	6LD	E	FDOT	36,000	39,449	9,900	0.0980			3,600	0.2308	0.4286	1,200	1,300	900	5.6%	90	0.50	0.48	58	42	1,058	1,342	3,000	E	B	0.9%	1.4%			2	Add	0.1
	Tamiami Ave	Metro Pkwy	6LD	E	FDOT	50,000	52,095	9,900	0.0980			5,000	0.2308	0.4286	2,000	1,700	2,500	15.6%	250	0.50	0.48	58	42	2,558	1,742	3,000	E	B	2.6%	1.8%			2	Add	0.1
	Metro Pkwy	Veterans Memorial Blvd	6LD	E	FDOT	60,000	62,544	9,900	0.0980			6,000	0.2308	0.4286	2,500	2,000	3,000	18.8%	300	0.50	0.48	58	42	3,058	2,042	3,000	E	B	3.1%	2.1%			2	Add	0.1
	Veterans Memorial Blvd	Winkler Ave	6LD	E	FDOT	65,000	67,973	9,900	0.0980			6,500	0.2308	0.4254	3,000	2,750	4,000	25.0%	400	0.50	0.48	58	42	3,558	2,792	3,000	E	B	3.6%	2.9%			2	Add	0.1
	Winkler Ave	Boy	6LD	E	FDOT	67,000	69,231	9,900	0.0980			6,700	0.2308	0.4254	3,100	2,900	4,000	25.0%	400	0.50	0.48	58	42	3,658	2,942	3,000	E	B	3.8%	3.0%			2	Add	0.1
	Gunn Ave	I-75	6LD	E	FDOT	63,000	64,887	9,900	0.0980			6,300	0.2308	0.4254	3,100	2,900	3,800	23.8%	380	0.50	0.48	58	42	3,458	2,942	3,000	E	B	3.6%	3.0%			2	Add	0.1
	I-75	Tamiami Ave	2LN	E	22	33,000	35,616	7,900	0.0970			4,000	0.2308	0.4286	3,000	2,000	1,000	6.3%	100	0.50	0.48	4	3	3,104	2,003	1,900	E	B	3.3%	2.1%			2	Add	0.1
	Tamiami Ave	SR 82	2LN	E	22	37,000	37,712	7,900	0.0970			3,900	0.2308	0.4286	2,900	1,900	1,000	6.3%	100	0.50	0.48	4	3	2,900	1,903	1,900	E	B	3.0%	2.0%			2	Add	0.1
PALM BEACH BLVD	Gator Rd	Hart Rd	2LN	E	22	6,000	6,124	7,900	0.0970			600	0.2308	0.4286	200	200	200	1.3%	20	0.50	0.48	53	45	253	245	920	C	C	0.3%	0.3%			2	Add	0.1
	Hart Rd	US 41	4LD	E	34	7,000	7,284	9,900	0.0980			700	0.2308	0.4286	300	300	300	1.9%	30	0.50	0.48	53	45	353	345	1,900	C	C	0.4%	0.4%			2	Add	0.1
	US 41	Forest Plane	4LD	E	34	20,000	21,022	9,900	0.0980			2,000	0.2308	0.4286	1,000	1,000	1,000	6.3%	100	0.50	0.48	53	45	1,053	1,045	1,900	E	B	1.1%	1.1%			2	Add	0.1
	Forest Plane	Palmetto Ave	4LD	E	34	10,000	10,511	9,900	0.0980			1,000	0.2308	0.4286	500	500	500	3.1%	50	0.50	0.48	53	45	553	545	1,900	C	C	0.6%	0.6%			2	Add	0.1
PINE ISLAND RD	SR 82	Palmetto St	2LN	E	34	13,000	13,146	7,100	0.0980			1,300	0.2308	0.4286	600	700	650	4.1%	65	0.50	0.48	0	0	650	700	920	C	C	0.7%	0.8%			2	Add	0.1
PONDELLA AVE	SR 80	Pine St	2LN	E	11	13,000	13,146	7,100	0.0980			1,300	0.2308	0.4286	600	700	650	4.1%	65	0.50	0.48	0	0	650	700	920	C	C	0.7%	0.8%			2	Add	0.1
	Pine St	SR 82	2LN	E	FDOT	20,000	20,438	9,900	0.0980			2,000	0.2308	0.4286	1,000	1,000	1,000	6.3%	100	0.50	0.48	0	0	1,000	1,000	1,900	E	B	1.1%	1.1%			2	Add	0.1
	SR 82	Hancock St	2LN	E	FDOT	22,000	22,297	9,900	0.0980			2,200	0.2308	0.4286	1,100	1,100	1,100	6.9%	110	0.50	0.48	0	0	1,100	1,100	1,900	E	B	1.2%	1.2%			2	Add	0.1
	Hancock St	Winkler Ave	2LN	E	22	29,000	30,628	7,900	0.0970			2,900	0.2308	0.4286	1,400	1,500	1,450	9.1%	145	0.50	0.48	0	0	1,450	1,500	1,900	E	B	1.6%	1.6%			2	Add	0.1
	Winkler Ave	Cypress Blvd	2LN	E	34	34,000	34,088	7,900	0.0970			3,400	0.2308	0.4286	1,600	1,800	1,700	10.6%	170	0.50	0.48	0	0	1,700	1,800	1,900	E	B	1.9%	2.0%			2	Add	0.1
RANDALL BLVD	Bedman Ave	Lee Blvd	2LD	E	11	12,000	13,941	7,100	0.0980			1,200	0.2308	0.4286	500	400	600	3.8%	60	0.50	0.48	0	0	600	400	920	C	C	0.6%	0.4%			2	Add	0.1
	Lee Blvd	SR 82	4LD	E	11	15,000	16,515	9,900	0.0980			1,500	0.2308	0.4286	700	800	750	4.7%	75	0.50	0.48	0	0	750	800	1,900	E	B	0.8%	0.9%			2	Add	0.1
RTE	Colonial Blvd	Gunnery Road	4D	D	FDOT	38,000	38,291	9,900	0.0980			3,800	0.2308	0.4286	1,400	1,900	1,900	12.0%	190	0.50	0.48	53	45	1,953	1,945	2,000	E	B	2.0%	2.0%			2	Add	0.1
	Colonial Blvd	SR 82	4D	D	FDOT	49,000	50,526	9,900	0.0980			4,900	0.2308	0.4286	1,800	2,300	2,500	15.8%	250	0.50	0.48	53	45	2,553	2,745	2,000	E	B	2.6%	2.8%			2	Add	0.1
	SR 82	Lee Blvd	4D	D	FDOT	33,000	33,526	9,900	0.0980			3,300	0.2308	0.4286	1,300	2,000	1,650	10.4%	165	0.50	0.48	53	45	1,703	2,045	2,000	E	B	1.7%	2.1%			2	Add	0.1
	Lee Blvd	Luckey Ave	4D	D	FDOT	27,000	27,526	9,900	0.0980			2,700	0.2308	0.4286	1,000	1,700	1,350	8.5%	135	0.50	0.48	53	45	1,403	2,045	2,000	E	B	1.4%	2.1%			2	Add	0.1
	Luckey Ave	Lamont Rd	4D	D	FDOT	35,000	35,526	9,900	0.0980			3,500	0.2308	0.4286	1,500	2,000	1,750	11.0%	175	0.50	0.48	53	45	1,803	2,045	2,000	E	B	1.8%	2.1%			2	Add	0.1
	Lamont Rd	SR 80	4D	D	FDOT	39,000	41,000	9,900	0.0980			3,900	0.2308	0.4286	1,500	2,400	1,950	12.3%	195	0.50	0.48	53	45	2,003	2,445	2,000	E	B	2.0%	2.5%			2	Add	0.1
	SR 80	Hayes Ave	4D	D	FDOT	29,000	27,307	9,900	0.0980			2,900	0.2308	0.4286	1,000	1,900	1,450	9.1%	145	0.50	0.48	53	45	1,503	2,345	2,000	E	B	1.5%	2.4%			2	Add	0.1
	Hayes Ave	Tortuga Shore	4D	D	FDOT	34,000	35,131	9,900	0.0980			3,400	0.2308	0.4286	1,500	1,900	1,700	10.7%	170	0.50	0.48	53	45	1,753	2,345	2,000	E	B	1.8%	2.4%			2	Add	0.1
LEE BLVD	SR 82	Ben St	2LD	E	11	9,000	10,000	7,100	0.0980			900	0.2308	0.4286	400	400	450	2.8%	45	0.50	0.48	0	0	450	400	920	C	C	0.5%	0.4%			2	Add	0.1
	Ben St	Lee St	2LD	E	11	10,000	11,000	7,100	0.0980			1,000	0.2308	0.4286	400	400	500	3.1%	50	0.50	0.48	0	0	500	400	920	C	C	0.5%	0.4%			2	Add	0.1
	Lee St	Dist Blvd	2LD	E	11	13,000	13,000	7,100	0.0980			1,300	0.2308	0.4286	500	500	650	4.1%	65	0.50	0.48	0	0	650	500	920	C	C	0.7%	0.5%			2	Add	0.1
LEELAND HEIGHTS BLVD	Bell Blvd	Lee Blvd	4LD	E	11	20,000	22,297	9,900	0.0980			2,000	0.2308	0.4286	1,000	1,000	1,000	6.3%	100	0.50	0.48	0	0	1,000	1,000	1,900	E	B	1.1%	1.1%			2	Add	0.1
LEE BLVD	US 41	Lamont Blvd	6LD	E	22	50,000	54,905	9,900	0.0980			5,000	0.2308	0.4286	2,000	1,900	2,500	15.6%	250	0.50	0.48	58	42	2,558	1,942	2,800	E	B	2.7%	2.1%			2	Add	0.1
	Lamont Blvd	Sunshine Blvd	6LD	E	22	44,000	44,515	9,900	0.0980			4,400	0.2308	0.4286	2,000	1,900	2,200	13.8%	220	0.50	0.48	58	42	2,258	1,942	2,800	E	B	2.4%	2.1%			2	Add	0.1
	Sunshine Blvd	Gunnery Rd	6LD	E	22	42,000	42,000	9,900	0.0980			4,200	0.2308	0.4254	2,000	1,900	2,100	13.2%	210	0.50	0.48	58	42	2,158	1,942	2,800	E	B	2.3%	2.1%			2	Add	0.1
	Gunnery Rd	Homestead Rd	6LD	E	22	40,000	44,703	9,900	0.0980			4,000	0.2308	0.4254	2,000	1,900	2,000	12.5%	200	0.50	0.48	58	42	2,058	1,942	2,800	E	B	2.2%	2.1%			2	Add	0.1
LITTLETON RD	Homestead Rd	US 41	2LD	E	11	12,000	12,890	7,100	0.0980			1,200	0.2308	0.4286	500	500	600	3.8%	60	0.50	0.48	0	0	600	500	920	C	C	0.7%	0.5%			2	Add	0.1
	US 41	Corkett Rd	2LD	E	34	15,000	16,425	7,100	0.0980			1,500	0.2308	0.4286	700	800	750	4.7%	75	0.50	0.48	0	0	750	800	920	C	C	0.8%	0.9%			2	Add	0.1
	Corkett Rd	NE Cape Ave	2LD	E	34	16,000	16,000	7,100	0.0980			1,600	0.2308	0.4286	700	900	800	5.0%	80	0.50	0.48	0	0	800	900	920	C	C	0.9%	1.0%			2	Add	0.1
LUCKETT RD	I-75	Ortiz Ave	4LD	E	22	33,000	37,361	9,900	0.0980			3,300	0.2308	0.4286	1,000	1,800	1,650	10.4%	165	0.50	0.48	0	0	1,650	1,800	1,900	E	B	1.7%	1.9%			2	Add	0.1
	Ortiz Ave	Colonial Blvd	2LD	E	11	8,000	8,365	7,100	0.0980			800	0.2308	0.4286	300	300	400	2.5%	40	0.50	0.48	0	0	400	300	920	C	C	0.4%	0.3%			2	Add	0.1
MADISON AVE	SR 82	Michigan Ave	2LD	E	11	10,000	10,000	7,100	0.0980			1,000	0.2308	0.4286	500	500	500	3.1%	50	0.50	0.48	0	0	500	500	920	C	C	0.5%	0.5%			2	Add	0.1
MICHIGAN AVE	Michigan Ave	Veterans Memorial Blvd	2LD	E	11	10,000	10,000	7,100	0.0980			1,000	0.2308	0.4286	500	500	500	3.1%	50	0.50	0.48	0	0	500	500	920	C	C	0.5%	0.5%			2	Add	0.1
	Veterans Memorial Blvd	Seminole St	2LD	E	11	10,000	10,000	7,100	0.0980			1,000	0.2308	0.4286	500	500	500	3.1%	50	0.50	0.48	0	0	500	500	920	C	C	0.5%	0.5%			2	Add	0.1
	Seminole St	Bates Ave	2LD	E	11	11,000	11,000	7,100	0.0980			1,100	0.2308	0.4286	440	440	550	3.4%	55	0.50	0.48	0	0	440	440	920	C	C	0.5%	0.5%			2	Add	0.1
NALLE RD	Bayshore Rd	Nalle Grade Rd	2LD	E	11	2,000	2,000	7,100	0.0980			200	0.2308	0.4286	100	100	100	0.6%	10	0.50	0.48	50	50	150	150	920	B	B	0.2%	0.2%			2	Add	0.1
NALLE GRADE RD	Nalle Rd	Duke Rd	2LD	E	11	700	646	7,100	0.0980			80	0.2308	0.4286	30	30	40	0.3%	4	0.50	0.48	50	50	70	70	920	B	B	0.1%	0.1%			2	Add	0.1
NORTH RIVER RD	SR 31	Tuckahoe	2LD	E	11	5,000	5,217	7,100	0.0980	0.5000	2,500	500	0.2308	0.4286	200	200	250	1.6%	25	0.50	0.48	50	50	300	300	920	B	B	0.3%	0.3%			2	Add	0.1
	Old Bridge	New Bridge	2LD	E	11	3,000	3,195	7,100	0.0980			300	0.2308	0.4286	100	100	200	1.3%	20	0.50	0.48	50	50	150	150	920	B	B	0.2%	0.2%			2	Add	0.1
	Old Bridge	County Line	2LD	E	11	4,000	4,371	7,100	0.0980			400	0.2308	0.4286	100	100	300	1.9%	30	0.50	0.48	50	50	150	150	920	B	B	0.2%	0.2%			2	Add	0.1
	Hendry County Line	Corkett Rd	2LD	E	11	4,000	4,371	7,100	0.0980			400	0.2308	0.4286	100	100	300	1.9%	30	0.50	0.48	50	50	150	150	920	B	B	0.2%	0.2%			2	Add	0.1
	Corkett Rd	Luckett Rd	2LD	E	11	4,000	4,371	7,100	0.0980			400	0.2308	0.4286	100	100	300	1.9%	30	0.50	0.48	50	50	150	150	920	B	B	0.2%	0.2%			2	Add	0.1
NORTH AVE	Luckett Rd	Bellamy Rd	2LD	E	11	22,000	23,725	7,100	0.0980			2,200	0.2308	0.4286	500	400	900	5.7%	90	0.50	0.48	50	50	550	450	920	C	C	0.6%	0.5%			2	Add	0.1

10/8/2005 - EXHIBIT J, INCREMENT 1, PHASE 1, ORB, GROWTH TRENDS.XLS

EXHIBIT J

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January 28, 2014

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
FUTURE (2014) TRAFFIC CONDITIONS WITH 22% (Daily) INTERNAL CAPTURE
DIRECTIONAL PEAK HOUR, PEAK SEASON

LEE / HENDRY COUNTY

ROADWAY	FROM	TO	(1) # of Lanes	(2) LOS Std	PCS #	(4) FSUTMS PSWADT	Non-Project Traffic	(5) PSWADT AADT Factor	AADT	(10) Lee County Growth Trends AADT	(9) K Factor	(10) T Factor	Non-Project Peak Hr Volume	(3)(10) D Factor Dir1	D Factor Dir2	Non-Project Dir. Volume Dir1	Dir2	FSUTMS PSWADT 10732	Assign. Pct.	(7) Net Dev. Peak Hour 5812	(8) In/Out Split Dir1	Dir2	Directional 30K Dir1	Dir2	Total Traffic Volume Dir1	Dir2	(3) Service Volume @ LOS STD	2014 LOS Dir1	Dir2	Project Traffic as % of SV Dir1	Dir2	Sign. & Adv. Impact @ 5%	Needed # of Lanes	Needed Improvement
[illegible]	SR 82	[illegible]	2LU	E	18	11161	[illegible]	1.24	[illegible]		[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			2	[illegible]
	[illegible]	[illegible]	2LU	E	18	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]	[illegible]
ORANGE RIVER BLVD.	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	FDOT	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]	FDOT	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	FDOT	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]	[illegible]
	Del Prado Blvd	[illegible]	[illegible]	[illegible]	FDOT	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]	[illegible]
	[illegible]	Del Prado Blvd	[illegible]	[illegible]	FDOT	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]	[illegible]
PLANTATION RD.	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]	[illegible]
SIX MILE CYPRESS PKWY	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]	[illegible]
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	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]	[illegible]
SLATER RD	[illegible]	[illegible]	2LU	[illegible]	11	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]	[illegible]
	Del Prado Blvd	[illegible]	2LU	[illegible]	11	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]	[illegible]
SR 31	[illegible]	[illegible]	[illegible]	[illegible]	FDOT	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]	[illegible]
	Bayshore Rd	North River Rd	2LU	E	FDOT	21101	11,192	0.87	10,000	12,400	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	North River Rd	Charlotte County Line	2LU	E	FDOT	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	[illegible]
SR 80	[illegible]	[illegible]	4LD	[illegible]	FDOT	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]	FDOT	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]	FDOT	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]	FDOT	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]	[illegible]
	I-75	[illegible]	[illegible]	[illegible]	FDOT	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]	FDOT	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]	FDOT	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	FDOT	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]	FDOT	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]	FDOT	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]	FDOT	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]	[illegible]
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	I-75	[illegible]	[illegible]	[illegible]	FDOT	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]	[illegible]
	SR 31	[illegible]	[illegible]	[illegible]	FDOT	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]	FDOT	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]	FDOT	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]	FDOT	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]	FDOT	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]	FDOT	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]	[illegible]
	Hendry County Line	[illegible]	[illegible]	[illegible]	FDOT	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]	[illegible]
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US 41	[illegible]	SR 82	[illegible]	[illegible]	FDOT	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]	[illegible]
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FOOTNOTES:

(1) 2010 E+C number of lanes.
(2) Lee County Generalized Service Volumes (September, 2008). FIHS are FDOT Generalized Service Volumes.
(3) Lee County roadway LOS standard. FIHS based on Lee County MPO/FDOT LOS standard.
(4) FSUTMS distribution and assignment based on 2014 FSUTMS travel model.
(5) Lee County PSWADT/AADT ratio and D(100) factor based on Lee County 2007 Traffic Count Report.
State roads D(30) based on FDOT 2007 Florida Traffic Information CD.
(6) Lee County K(100) factor based on Lee County 2007 Traffic Count Report.
State roads K(30) based on FDOT 2007 Florida Traffic Information CD.
(7) ITE Net New External Trips (Primary less Internal, Pass-by & Diverted Linked Trips).
(8) Interdependency Left Data.
(9) Project directional split based on estimated ITE Net New External trips derived from ITE, Trip Generation (8th Edition).
(10) Background AADT, K(100), D(100) and T(00) as adjusted using growth trend analysis spreadsheet provided by Lee County DOT on October 12, 2009.

*	Indicates a roadway segment significantly, but not adversely, impacted by the Project.
**	Indicates a roadway segment significantly and adversely impacted by the Project.
[shaded]	Roadway segment subject to mitigation.

EXHIBIT K (12/07/09)
BABCOCK RANCH COMMUNITY - INCREMENT 1, #07662
FUTURE (2014) TRAFFIC CONDITIONS WITH PROJECT
PROPORTIONATE SHARE CALCULATION
INCREMENT 1, PHASE 1

ROADWAY	FROM	TO	Length (Miles)	(1) Number of Lanes E+C	(1) Number of Lanes Need	(2) Service Volume At LOS Standard E+C	(2) Service Volume At LOS Standard Need.	Capacity Added.	(1) Project Volume	% Signif. (	(3)(12) Prop. Share	(12) Total Roadway Improvement Cost Per Mile	(4)(12) Needed Improvement Cost	(12) Estimated Prop. Share
SR 31	SR 70	North River Road	1.30	2	4	920	1,970	1,050	395	42.9%	0.3762	$6,114,656	$7,949,100	$2,990,400
												$200,000 (11)	$260,000	$97,810
												$3,175,054 (5)	$4,128,350	$1,553,046
											25%	$793,914 (6)	$1,032,088	$388,262
												$3,969,560	$5,160,438	$1,941,308
											15%	$595,435 (6)	$774,066	$291,196
											15%	$595,435 (6)	$774,066	$291,196
											19%	$754,218 (7)	$980,483	$368,848
												$6,114,656	$7,949,052	$2,990,358

Total Roadway Improvement Cost	$7,949,100
Total Roadway Proportionate Share	$2,990,400

INTERSECTION	(1) Project Volume	(1) Total Volume	(8)(12) Int. Prop. Share	(4)(12) Needed Improvement Cost	(10)(12) Estimated Prop Share
SR 31 at SR 80 (Palm Beach Blvd.)	403	1523	0.2646	$242,950	$64,300
Add Second SB Left-Turn Lane				$116,475 (8)	$30,820
Add Second EB Left-Turn Lane				$116,475 (8)	$30,820
Signal Retiming				$10,000 (9)	$2,646
Total Intersection Improvement Cost				$242,950	$64,202
SR 31 at SR 78 (Bayshore Road)	764	1884	0.4055	$126,475	$51,300
Add Second EB Left-Turn Lane				$116,475 (8)	$47,233
Signal Retiming				$10,000 (9)	$4,055
Total Intersection Improvement Cost				$126,475	$51,288
SR 31 at North River Road	881	1751	0.5031	$520,947	$262,100
Add WB Left-Turn Lane				$116,475 (8)	$58,603
New Signal				$404,472 (8)	$203,506
Total Intersection Improvement Cost				$520,947	$262,110

Total Intersection Improvement Cost	$890,372
Total Intersection Proportionate Share	$377,700
OVERALL TOTAL IMPROVEMENT COST	$8,839,472
OVERALL TOTAL PROPORTIONATE SHARE	$3,368,100

FOOTNOTES:
(1) Please refer to Exhibit J.
(2) From Lee County Generalized Service Volumes, January 2009.
(3) Rule 9J-2.045 F.A.C.
(4) Includes all associated costs with entire improvement construction.
(5) Cost estimate from FDOT Long Range Estimation System, Generic Cost Per Mile Models, July 2009 - Widening existing 2-lane arterial to 4-lane divided arterial (rural). Cost estimate includes MOT and MOE.
(6) Contingency, PE Design, CEI percentages based on FDOT District 7 Roadway Cost Per Centerline Mile, Revised June 2009 document.
(7) Based on the latest available FDOT2014 Transportation Costs March 2005 report, page 11, total right-of-way to construction cost ratio is 19%. Total right-of-way includes Storm Water Management.
(8) Percentage of two-way Project traffic to total traffic on SR 31 and SR 78, where applicable.
(9) Source: Lee County DOT - Traffic Section Staff, November 12, 2009.
(10) Per ADA recommended intersection improvements.
(11) Estimated cost of PD & E Study.
(12) 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.

#07662, Prop Share_Increment1_SR3_120709, 120709 Update

12/7/2009

EXHIBIT K

January 28, 2014

EXHIBIT L

Clerk Doc #14

CHARLOTTE COUNTY CLERK OF CIRCUIT COURT
OR 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
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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.

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: DEPUTY CLERK

IMAGED
12-21-10
AP

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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

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LR10-1213

EXHIBIT L

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

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

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

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

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

EXHIBIT L

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

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

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. SPECIFITY. 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

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

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

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

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

Rest of this page intentionally left blank.

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IN WITNESS WHEREOF, FDOT and Developer have executed this Master Agreement on the date first above written.

BABCOCK PROPERTY HOLDINGS, LLC, a Delaware limited liability company

By: _____
Name: **Thomas J. Danahy**
Its: President

_____
Witness
ELIZABETH ANDRES
Print Name

_____
Witness
Erica S. Chutkan
Print Name

STATE OF FLORIDA)
) ss.
COUNTY OF CHARLOTTE)

The foregoing instrument was acknowledged before me this 18th day of February, 2010 by Tom Danahy as President of Babcock Property Holdings, LLC on behalf of Babcock Property Holdings, LLC. The above-named person is personally known to me or has produced _____ as identification.

_____
Signature of Notary Public

(Notary Seal)

ELIZABETH A. ANDRES
Print Name
My commission expires on APRIL 16, 2011

ELIZABETH A. ANDRES
MY COMMISSION # DD 663877
EXPIRES: April 16, 2011
Bonded Thru Budget Notary Services

EXHIBIT L

FLORIDA DEPARTMENT OF TRANSPORTATION

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

WITNESS #1

SIGN HERE 2/18/10 DATE

WITNESS #2

SIGN HERE 2/18/10 DATE

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

BY

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

2/18/10 DATE

FDOT DEPARTMENTS REVIEWED & APPROVED BY:

02/18/10 DATE
PD&E: MARLON BIZERRA

2-17-10 DATE
DESIGN: BERNIE MASING

2-17-10 DATE
RIGHT OF WAY: TOM SMALL

02/18/10 DATE
CONSTRUCTION: JON SANDS

7/17/10 DATE
MAINTENANCE: SHARON HARRIS

FDOT LEGAL REVIEW:

02/18/10 DATE
G. Anjani Girwarr

STATE OF FLORIDA)
) ss.
COUNTY OF Polk)

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

Geraldyne McCants
Signature of Notary Public

(Notary Seal)

Geraldyne McCants
Print Name
My commission expires on 5/3/2011

GERALDYNE McCANTS
Comm# DD0689754
Expires 5/3/2011
Florida Notary Assn., Inc

EXHIBIT L

ATTACHMENT A

Increment 1 Legal Description

(After Attachment C)

EXHIBIT L

ATTACHMENT B

Increment 1- Phase 1 Transportation Conditions and Related Attachments

(After Attachment C)

EXHIBIT L

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

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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

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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.

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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

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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

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.

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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.

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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.**

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EXHIBIT A-1, Page 1 of 2

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 I - NORTH PARCEL

BOYLE ENGINEERING
3550 S.W. Corporate Parkway
Palm City, Florida 34990
T 772.286.3883 F 772.286.3925
EPA & FBPE License No's: 2005 & LB 7822
www.boyle.aecom.com

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			

EXHIBIT L

EXHIBIT A-1, Page 2 of 2

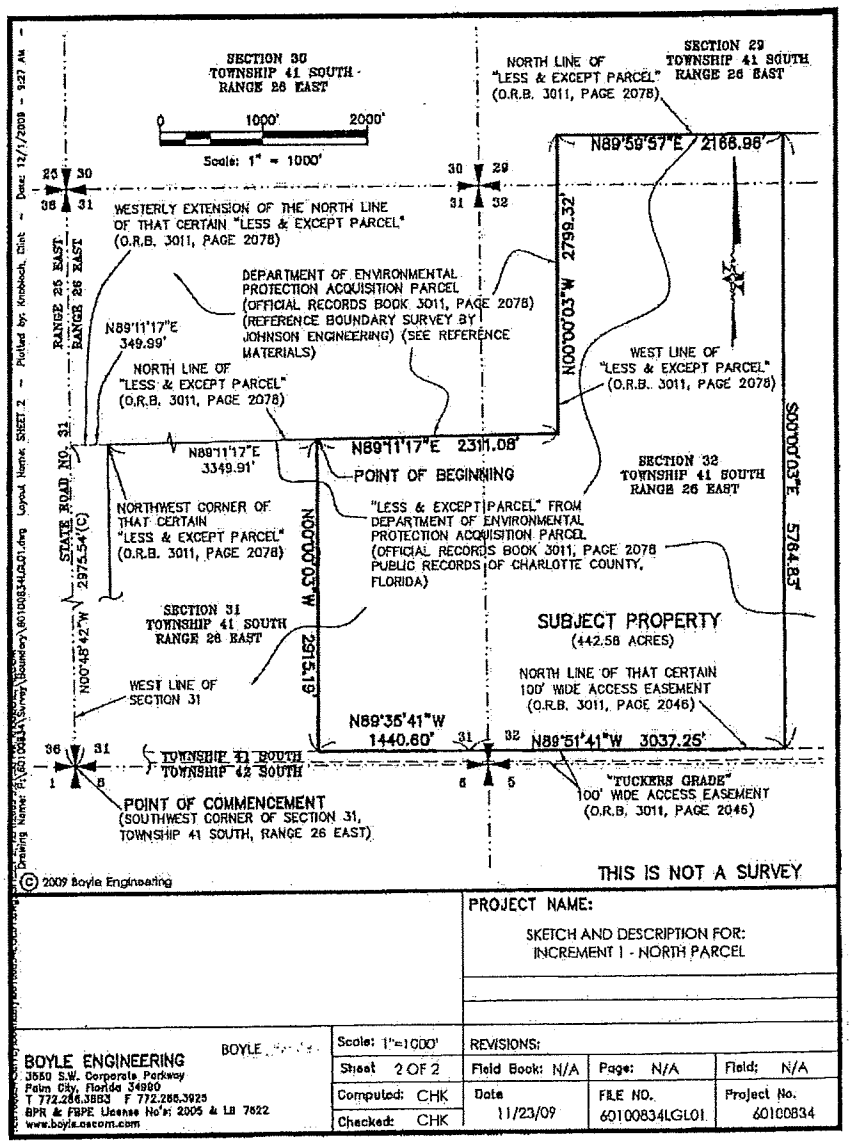
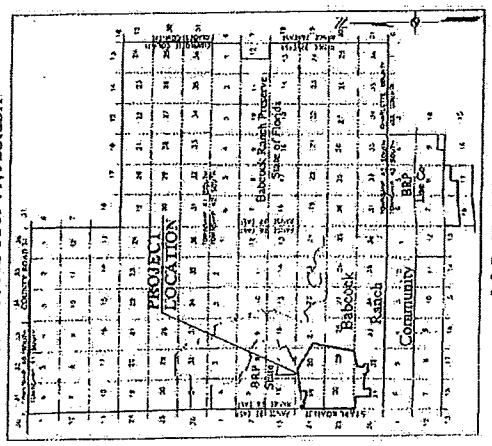


EXHIBIT L

Exhibit A-2

Page 1 of 4

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



NOTES:

1. BEARINGS, DISTANCES AND AREAS ARE BASED ON GRID VALUES.
2. BEARING REFERENCE: STATE PLANE COORDINATES, FLORIDA WEST ZONE, NAD 83(99). 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. POC = POINT OF COMMENCEMENT.
5. POB = POINT OF BEGINNING.
6. DESC. = DESCRIPTION.
7. BRP = BABCOCK RANCH PRESERVE
8. PARCEL CONTAINS 2,383.52 ACRES MORE OR LESS.
9. DESCRIPTION ATTACHED.

THIS IS NOT A SURVEY

MICHAEL W. NORMAN (FOR THE FIRM LB-642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4500

DATE SIGNED: AUG 25 2008

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

JOHNSON ENGINEERING

2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-5078
FAX: (239) 332-3461
E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
04/29/08	20068201-050	19-42-26	AS SHOWN	1 OF 4

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

S:\20068201-050\SAD\20068201-050 - Sketch - Increment 1 South Area (Ext1)dwg (Sheet1) Fri Aug 25, 2008 - 3:05pm

EXHIBIT L

Exhibit A-2 Page 2 of 4

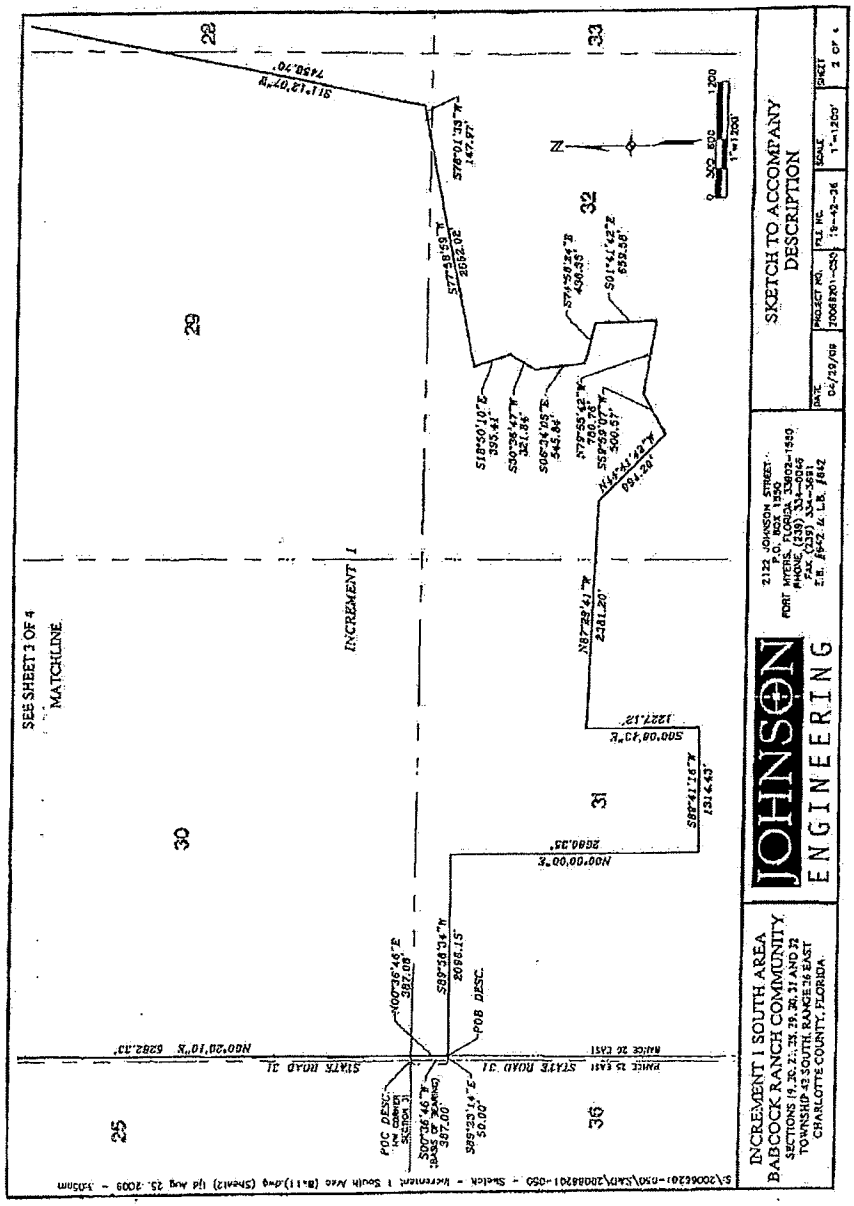
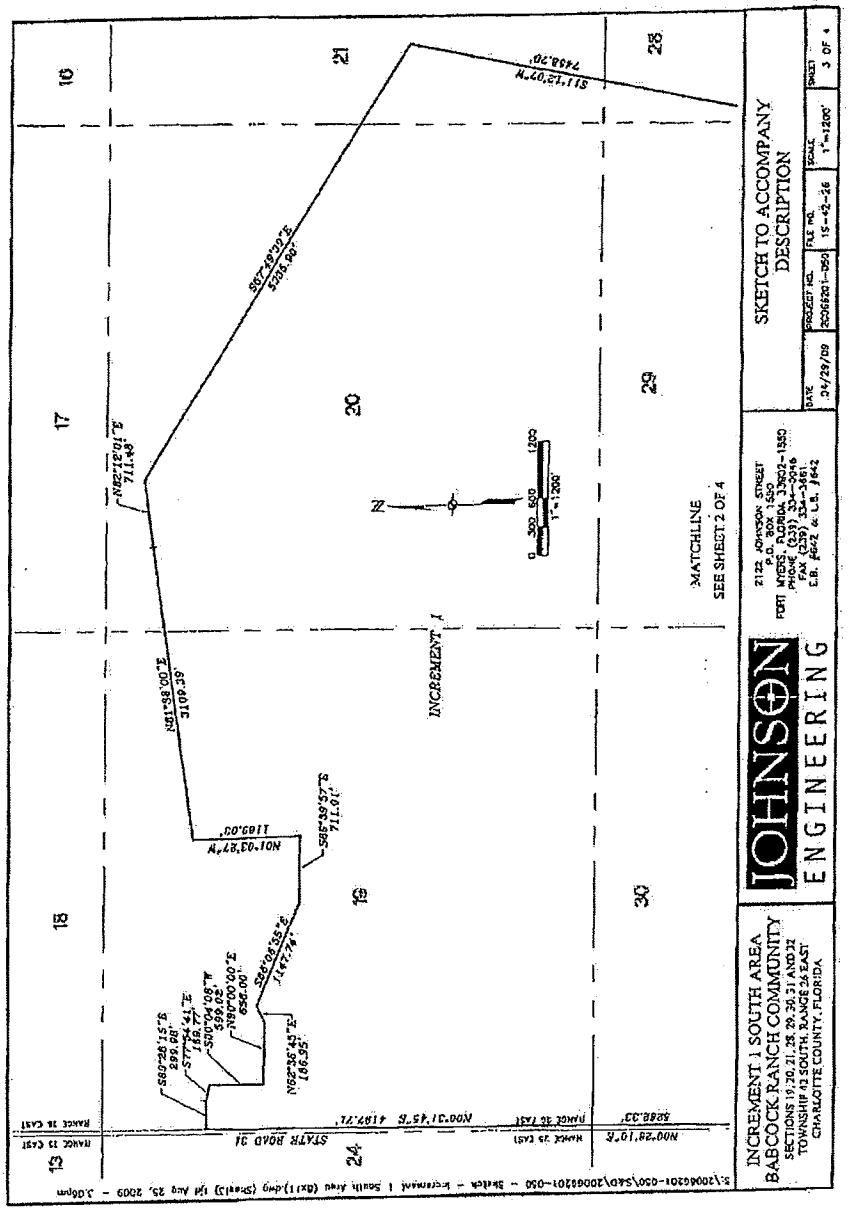


EXHIBIT L

Exhibit A-2

Page 3 of 4



S:\20066201-05C\540\20066201-050 - Sketch - Increment 1 South Area (Sht4).dwg (Sheet4) Tue Apr 28, 2009 - 3:06pm

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°36'46" 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°26'10" 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 299.98 FEET; THENCE RUN SOUTH 77°54'41" EAST FOR 169.77 FEET; THENCE RUN SOUTH 00°04'08" WEST FOR 599.02 FEET; THENCE RUN NORTH 90°00'00" EAST FOR 638.00 FEET; THENCE RUN NORTH 82°36'45" EAST FOR 186.95 FEET; THENCE RUN SOUTH 66°05'55" EAST FOR 1,147.74 FEET; THENCE RUN SOUTH 89°39'57" EAST FOR 711.01 FEET; THENCE RUN NORTH 01°03'27" WEST FOR 1,169.03 FEET; THENCE RUN NORTH 81°38'00" EAST FOR 3,109.39 FEET; THENCE RUN NORTH 82°12'01" EAST FOR 711.48 FEET; THENCE RUN SOUTH 57°49'39" EAST FOR 5,335.50 FEET; THENCE RUN SOUTH 11°12'07" WEST FOR 7,456.70 FEET; THENCE RUN SOUTH 76°01'33" WEST FOR 147.97 FEET; THENCE RUN SOUTH 77°58'59" WEST FOR 2,652.02 FEET; THENCE RUN SOUTH 18°50'10" EAST FOR 395.41 FEET; THENCE RUN SOUTH 30°36'47" WEST FOR 321.84 FEET; THENCE RUN SOUTH 06°34'05" EAST FOR 545.84 FEET; THENCE RUN SOUTH 74°58'24" EAST FOR 436.35 FEET; THENCE RUN SOUTH 01°41'42" EAST FOR 659.58 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 994.20 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 2,583.32 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

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

DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
04/23/09	20066201-05C	19-42-26		4 OF 4

EXHIBIT L

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°43'48"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 652.98 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 1654.72 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 S69°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 *

P:\survey\projects\07918.00 BABCOCK RANCH\BABCOCK\dwg\ACAD-FINAL_LEGAL\WM.dwg; 1/16/2009 9:01:18 AM; \\TS01\Chris 8x11

TKW CONSULTING ENGINEERS
6631 Seaner Drive
Fort Myers, Florida 33912
239.278.1993 • FAX 239.278.0072
E-MAIL: info@tkwcelfla.com
Engineering Certificate # 6793
Survey Lb # 134

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	

EXHIBIT L

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 5683.38 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 1-16-09

SIGNATURE DATE SIGNED:

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 *

TKW CONSULTING ENGINEERS

5681 Banner Drive
Fort Myers, Florida 33912
239.278.1992 • FAX 239.278.0927
E-MAIL: info@tkwcivil.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		
DATE: DECEMBER 2008	DRAWING: LEGALWH	

P:\survey\projects\07918.00 BABCOCK RANCH\BABCOCK\dwg\ACAD-FINAL LEGALWH.dwg, 1/16/2009 9:01:39 AM, \\TSR11\Civil 8x11

EXHIBIT L

Exhibit A-3

Page 3 of 10

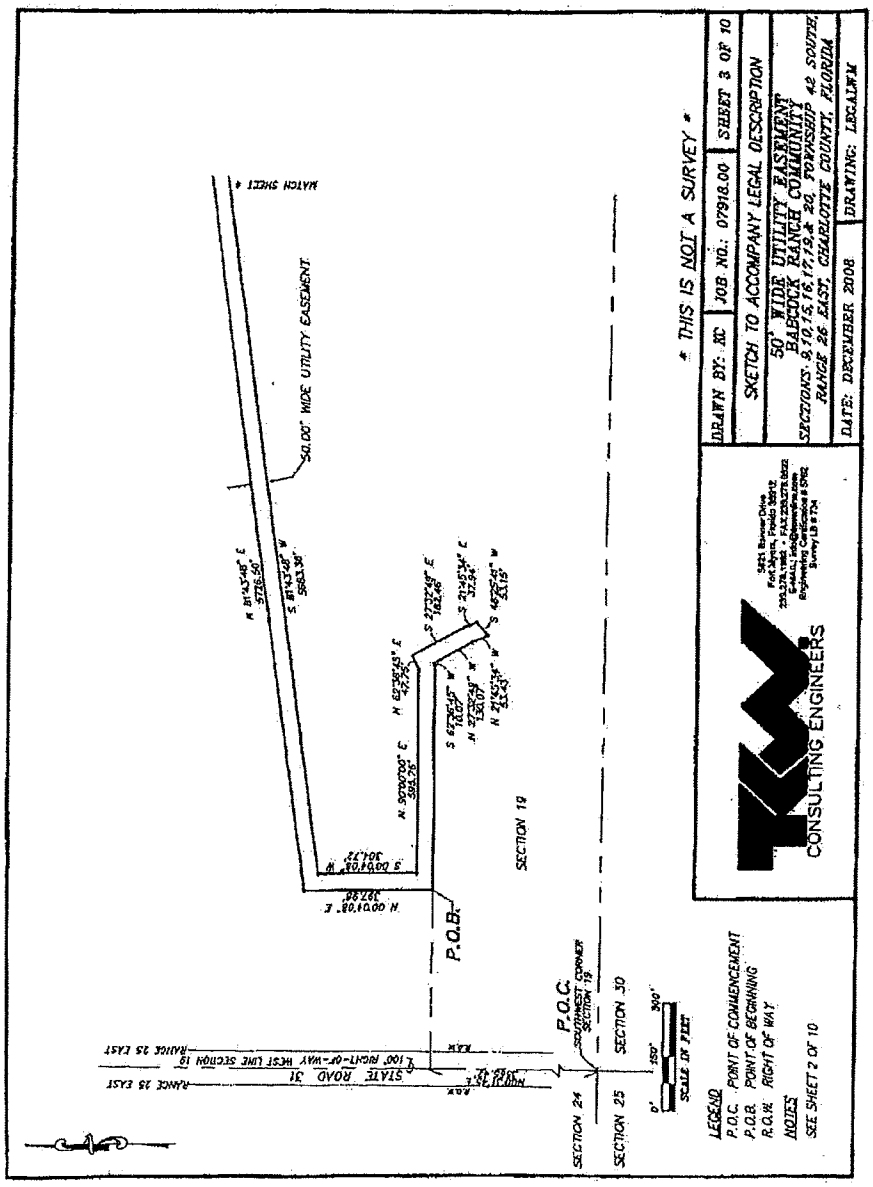


EXHIBIT L

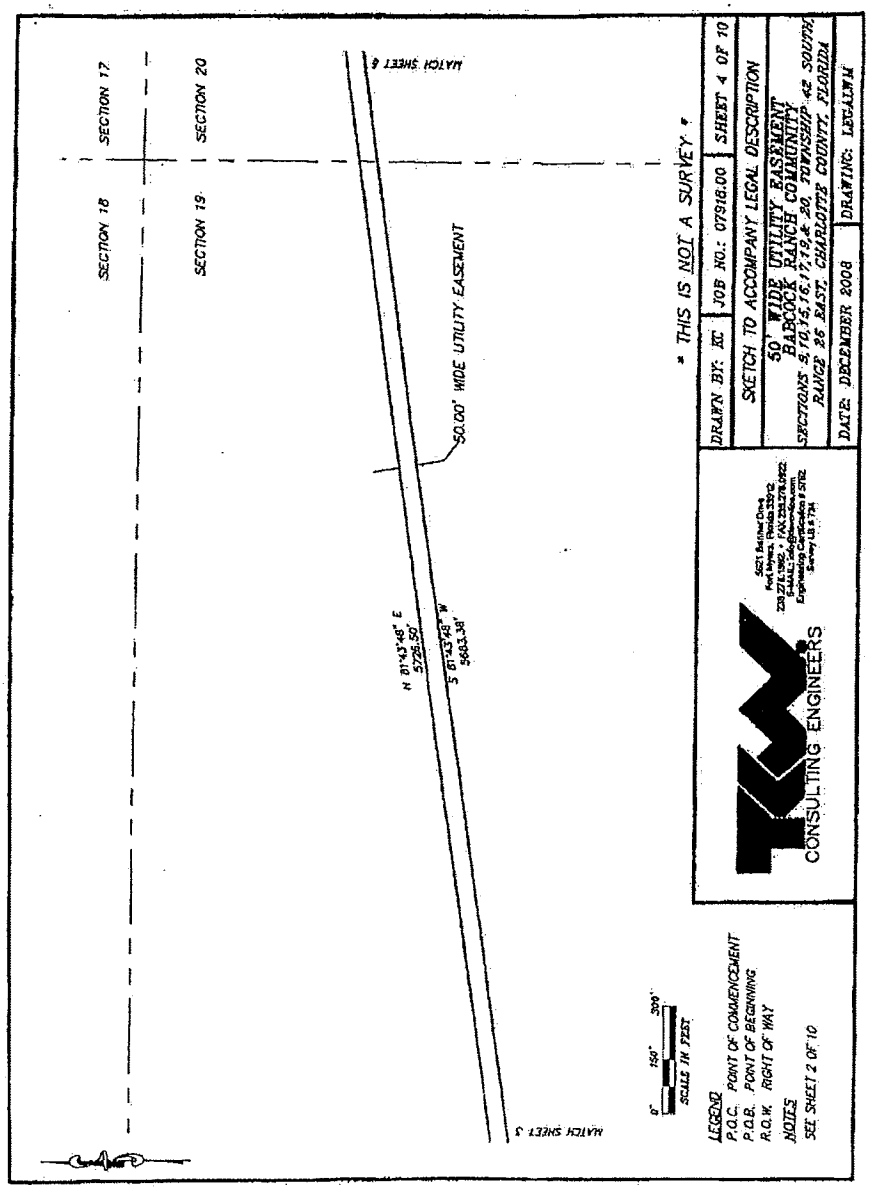

SECTION 17
SECTION 20
SECTION 18
SECTION 19
MATCH SHEET 6
50.00' WIDE UTILITY EASEMENT
N 81°43'48" E
5726.50'
S 81°43'48" W
5683.38'
MATCH SHEET 5
* THIS IS NOT A SURVEY *
DRAWN BY: KC
JOB NO.: 07916.00
SHEET 4 OF 10
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
50' WIDE UTILITY EASEMENT
BABCOCK RANCH COMMUNITY
SECTIONS 5,16,15,16,17,19 & 20, TOWNSHIP 42 SOUTH
RANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA
DATE: DECEMBER 2008
DRAWING: LEGAL14
CONSULTING ENGINEERS
0'
150'
300'
SCALE IN FEET
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 L

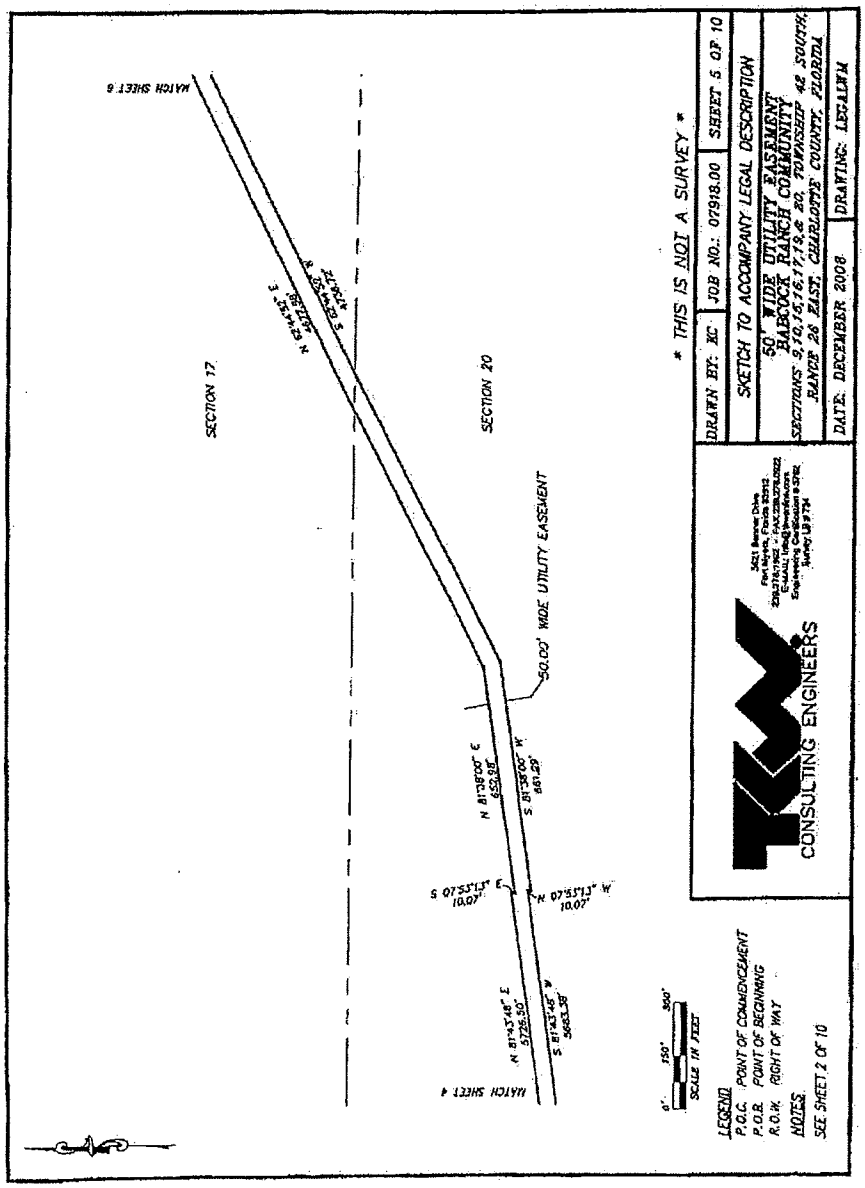

MATCH SHEET 6
SECTION 17
SECTION 20
50.00' WIDE UTILITY EASEMENT
N 81°38'00" E 652.98'
S 81°38'00" W 661.29'
S 07°53'13" E 10.07'
N 07°53'13" W 10.07'
N 81°43'48" E 5726.50'
S 81°43'48" W 5663.38'
MATCH SHEET 4
0' 150' 300'
SCALE IN FEET
LEGEND
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
R.O.W. RIGHT OF WAY
NOTES
SEE SHEET 2 OF 10
* THIS IS NOT A SURVEY *
DRAWN BY: RC
JOB NO.: 07918.00
SHEET 5 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: LEGAL14
CONSULTING ENGINEERS

EXHIBIT L

Exhibit A-3

Page 6 of 10

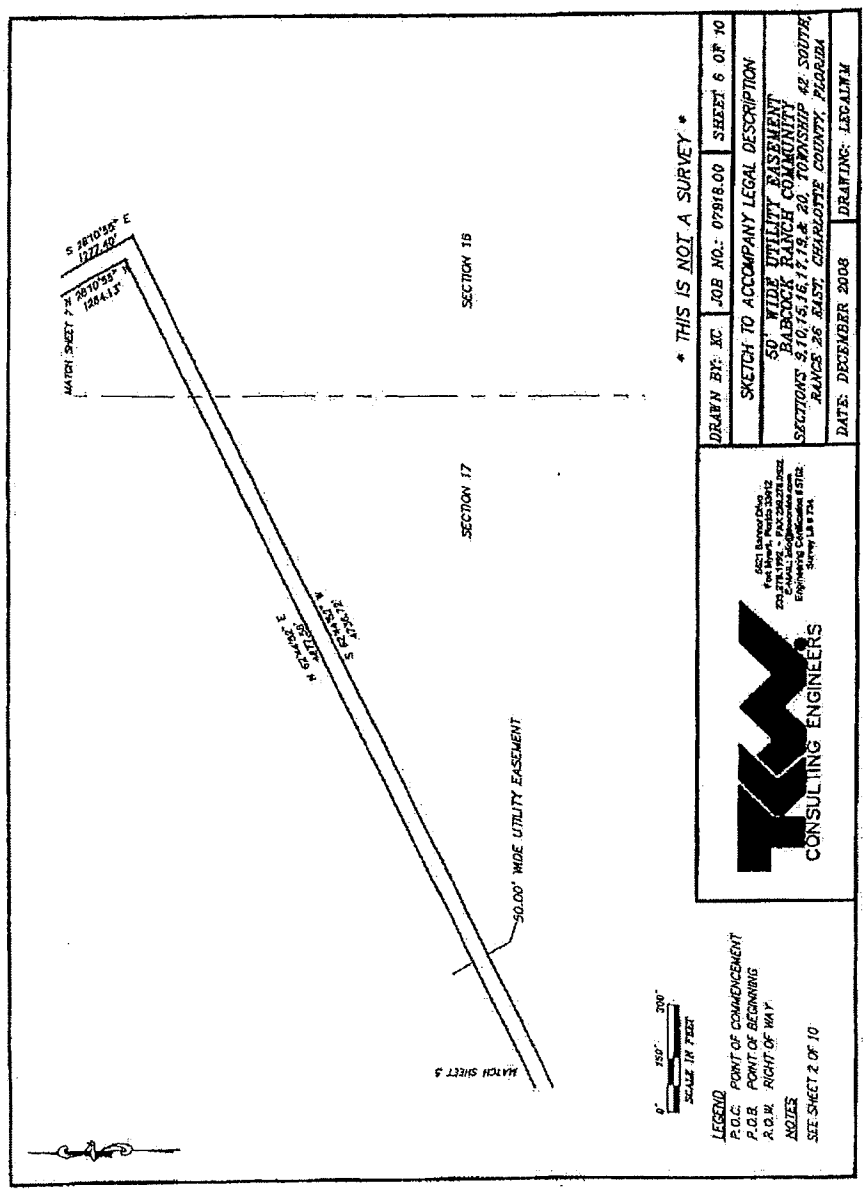


EXHIBIT L

Exhibit A-3

Page 7 of 10

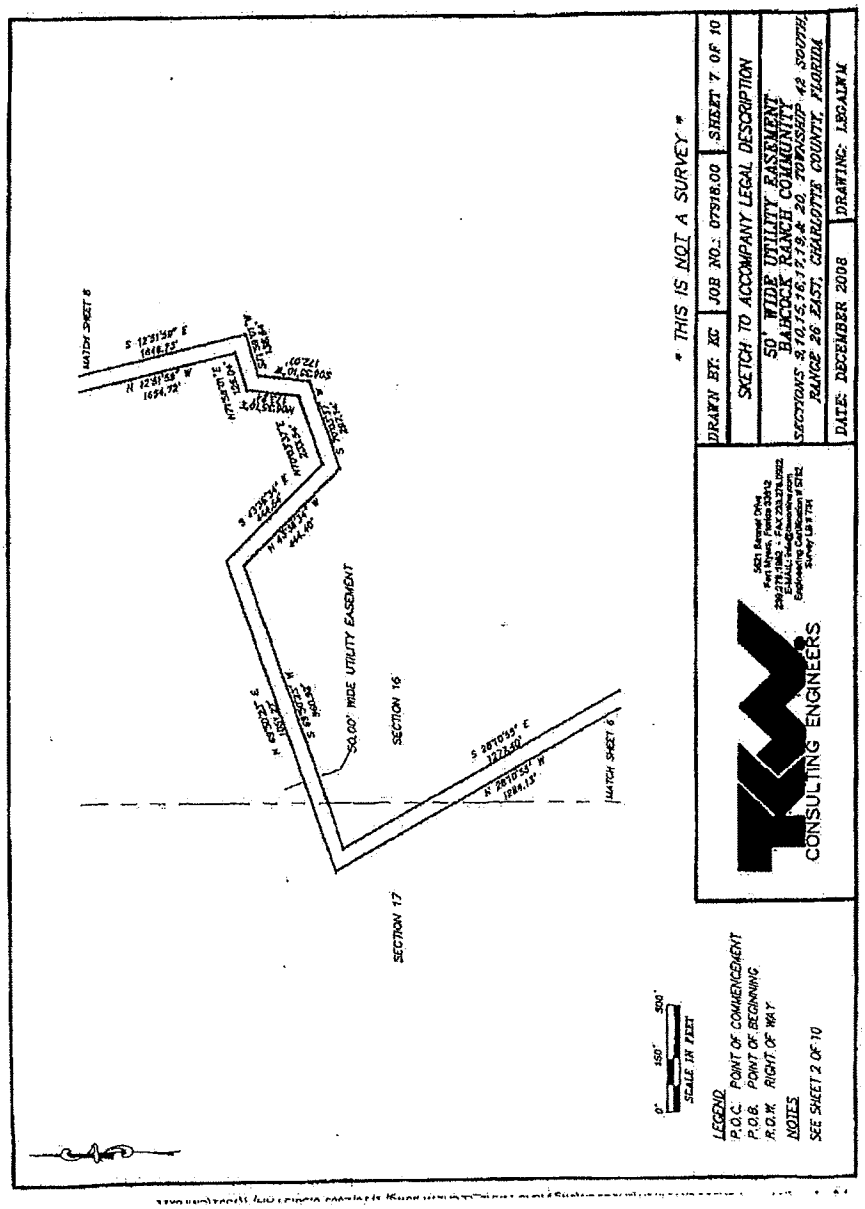


EXHIBIT L

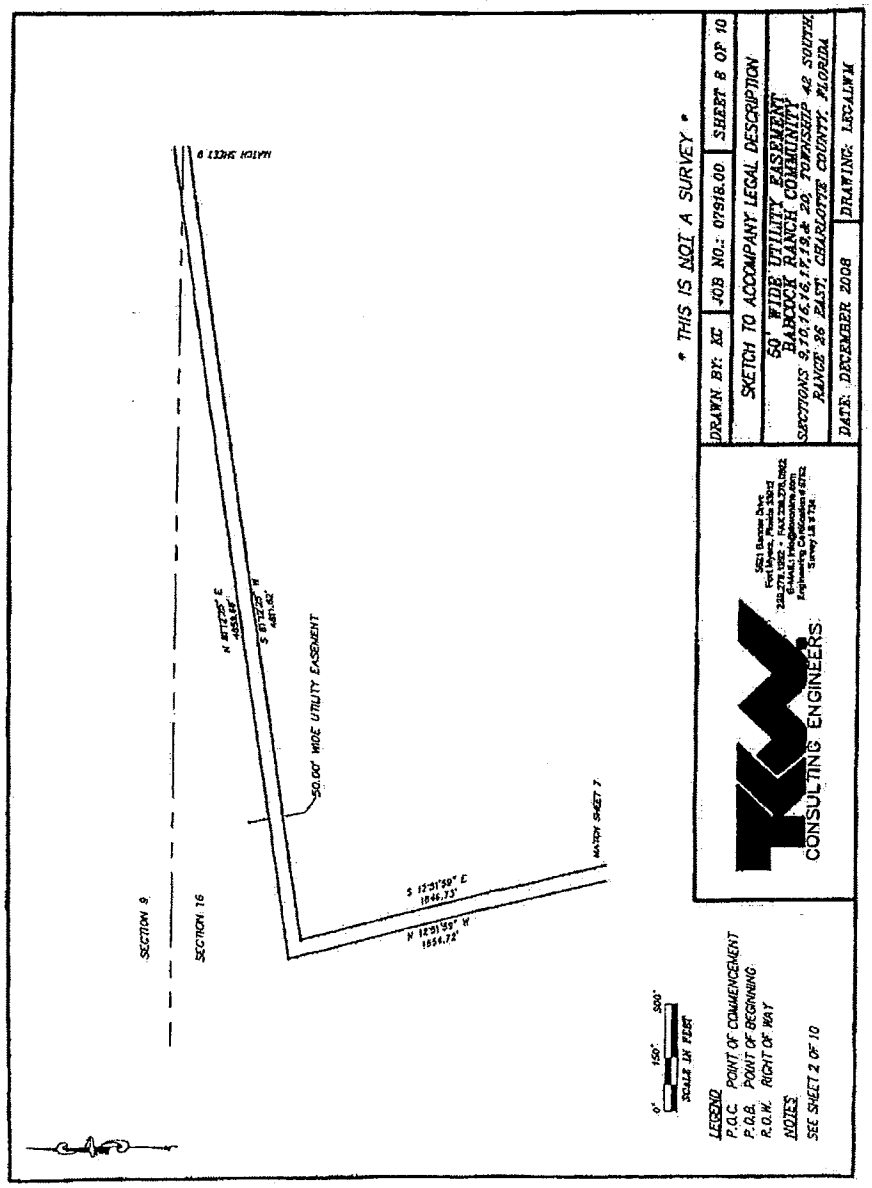

MATCH SHEET 9
N 87°12'25" E
S 87°12'25" W
50.00' WIDE UTILITY EASEMENT
S 12°31'59" E
1846.73'
N 12°31'59" W
1854.72'
MATCH SHEET 7
SECTION 9
SECTION 16
0'
150'
300'
SCALE IN FEET
LEGEND
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
R.O.W. RIGHT OF WAY
NOTES
SEE SHEET 2 OF 10
* THIS IS NOT A SURVEY *
DRAWN BY: XC
JOB NO.: 07918.00
SHEET 8 OF 10
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
50' WIDE UTILITY EASEMENT
BABCOCK RANCH COMMUNITY
SECTIONS 9,10,16,17,19 & 20, TOWNSHIP 42 SOUTH,
RANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA
DATE: DECEMBER 2008
DRAWING: LEGALW
CONSULTING ENGINEERS

EXHIBIT L

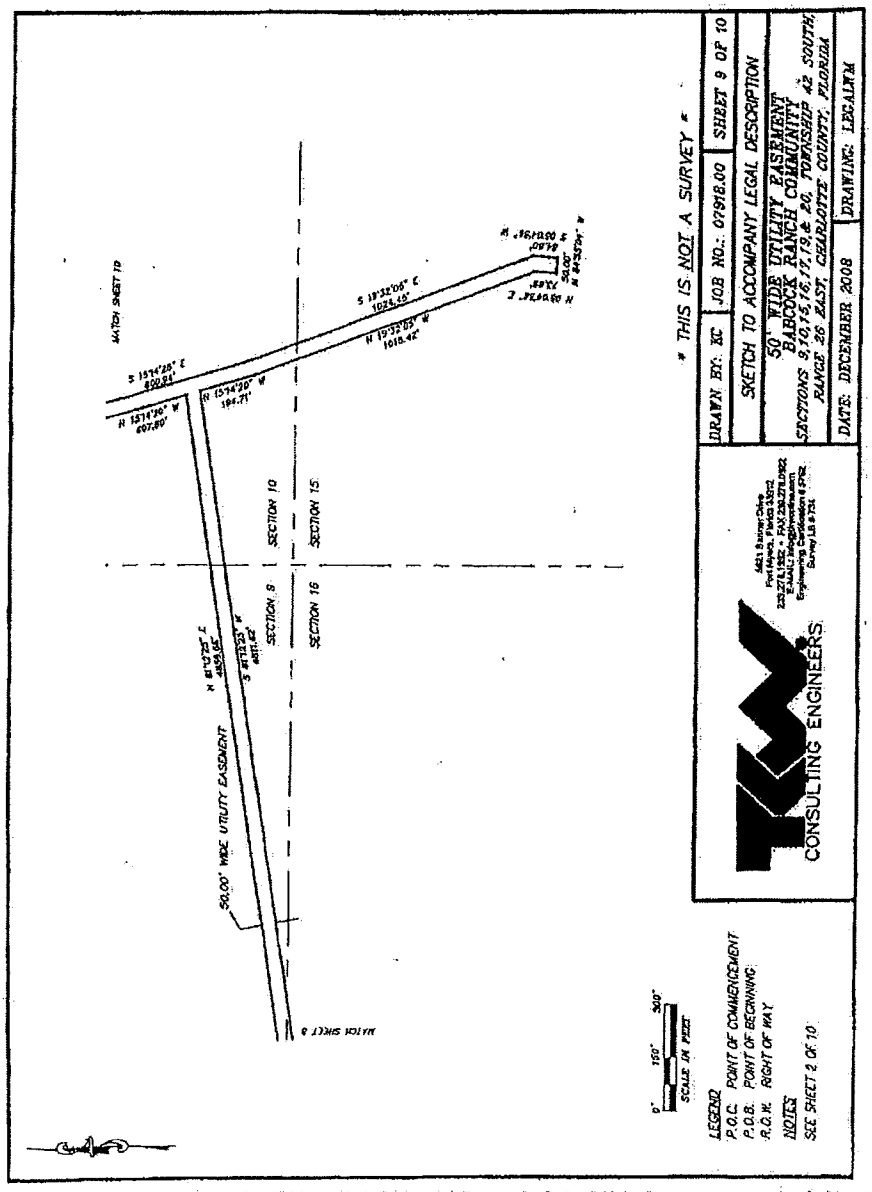

MATCH SHEET 10
S 15°14'20" E
N 15°14'20" W
N 15°14'20" W
S 19°32'05" E
N 19°32'05" W
SECTION 10
SECTION 15
SECTION 9
SECTION 16
50.00' WIDE UTILITY EASEMENT
MATCH SHEET 8
0' 150' 300'
SCALE IN FEET
LEGEND
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
R.O.W. RIGHT OF WAY
NOTES
SEE SHEET 2 OF 10
* THIS IS NOT A SURVEY *
DRAWN BY: KC
JOB NO.: 07918.00
SHEET 9 OF 10
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
50' WIDE UTILITY EASEMENT
BABCOCK RANCH COMMUNITY
SECTIONS 9,10,15,16,21,13 & 20, TOWNSHIP 42 SOUTH,
RANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA
DATE: DECEMBER 2008
DRAWING: LEGALFM
CONSULTING ENGINEERS

EXHIBIT L

Exhibit A-3

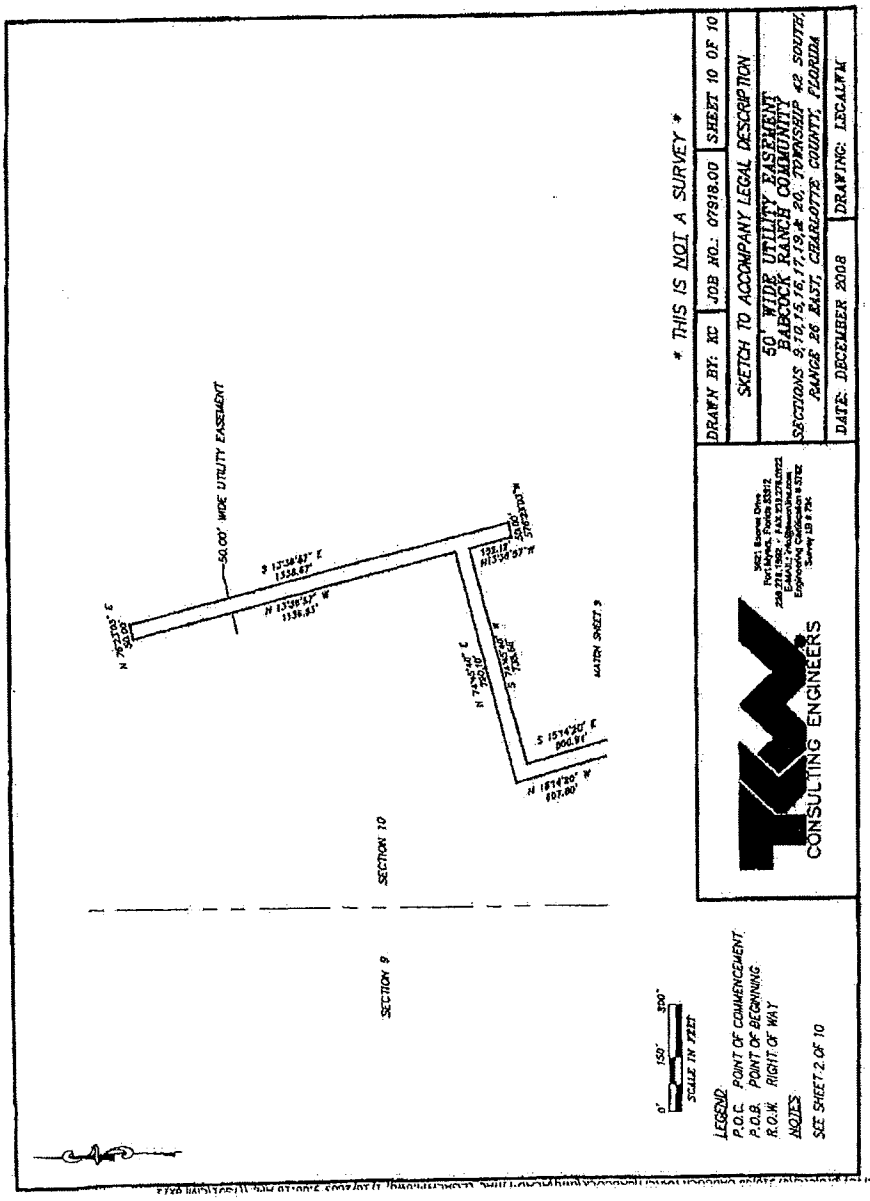


EXHIBIT L

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)

4. TRANSPORTATION

A. Representations and Commitments as Conditions.

(1) Increment 1-Phase 1.

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

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

EXHIBIT L

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

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

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

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

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

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

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

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

EXHIBIT L

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

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

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		
	• Cause to have prepared Project Development and Environment Study of SR31 from SR78 to North River Road	$260,000	Initiated [2]
	• Prepare Preliminary Engineering Plans for SR 31 from SR78 to North River Road	$774,000	2012
	• Undertake Right-of-Way Acquisition for SR 31 from SR78 to North River Road	$980,000	2014
	• Construct Interim Intersection Improvements: - SR 31 and North River Road - SR 31 and SR 78	 $521,000 $126,000	 Monitoring[1] Monitoring[1]
	• Construct 4 Lane Improvement for SR 31 from SR78 to North River Road	$5,935,000	2015
3	SR31 Traffic Count Stations	$100,000	2011
	TOTAL	$ 8,939,000	

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

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

b. If and when requested by Charlotte County, the Developer shall also make certain intersection improvements at SR 31 and CR 74, to extend the Northbound to Westbound Left Turn Lane, at an estimated cost of $100,000, and as set forth in more detail in Section 4.d. below. The anticipated start date for these intersection improvements is 2013.

EXHIBIT L

4. After the effective date of this Incremental Development Order, the Developer shall:

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

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

i) Coordinate with FDOT to fund, continue and complete the Project Development and Environment Study (PD&E) for SR31 from at least SR78 to North River Road.

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

iii) Coordinate acquisition and funding with either the Babcock Ranch Community Independent Special District, Charlotte

EXHIBIT L

County, Lee County or FDOT to assemble necessary right-of-way.

iv) Coordinate with FDOT to construct the four-lane improvement. As identified in Condition 4(A)(1)c.3 above, it is anticipated that the PD&E study, the preliminary engineering, and the right-of-way acquisition will occur through 2014. Construction of the widening improvement is anticipated to commence in 2015. Of note, the interim intersection improvements may provide additional capacity to the roadway to maintain the roadway level of service standards, subject to biennial monitoring and confirmation after construction of the interim intersection improvements.

v) Coordinate with FDOT to construct interim intersection improvements at SR 31 and North River Road and at SR 31 and SR 78. Intersection improvements are to be initiated no later than 90 days after the monitoring report indicates that the Project is generating at least 300 pm peak hour, two-way external trips.

c. Install permanent traffic count stations at the Project's access points off SR 31 at the time of constructing the access points and up to two permanent traffic count stations along SR31, north and south of the proposed permanent entrances to the

EXHIBIT L

Community in 2011. Final location of the count stations will be coordinated with Charlotte County (Reference #3 above).

d. If and when requested by Charlotte County the Developer will provide for the extension of the northbound SR31 left turn lane at CR 74. Charlotte County will complete the analysis to determine the extent of the improvement and the timing requirement of the improvement.

5. FDOT has maintenance authority for SR 31 and the intersection improvements set forth above. Developer shall be responsible for the guaranteed construction of the above improvements, in accordance with the above schedule, and in accordance with the binding and enforceable commitment by the Developer in this Incremental Development Order and on the attached Exhibit L to assure construction or improvement of these facilities, pursuant to F.S. 163.3180(12)(a)4. and Rule 9J-2.045(7)(a)1.a.(V), F.A.C.

6. As the cost of the mitigation by the Developer for Increment 1-Phase 1 exceeds the proportionate share of the impacts from Increment 1-Phase 1 of $3,368,100 (as adjusted up or down in accordance with actual costs and based upon the accepted proportionate share percentages shown on Exhibit K), the Developer shall be credited to the overall impact of the Project for the cost of improvements beyond the proportionate share amount as provided in the MDO and applicable law. Developer and Charlotte County may enter into a Transportation Credit Agreement to

EXHIBIT L

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

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

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

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

EXHIBIT L

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

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

(2) Increment 1-Phase 2

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

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

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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.

EXHIBIT L

(B-3)

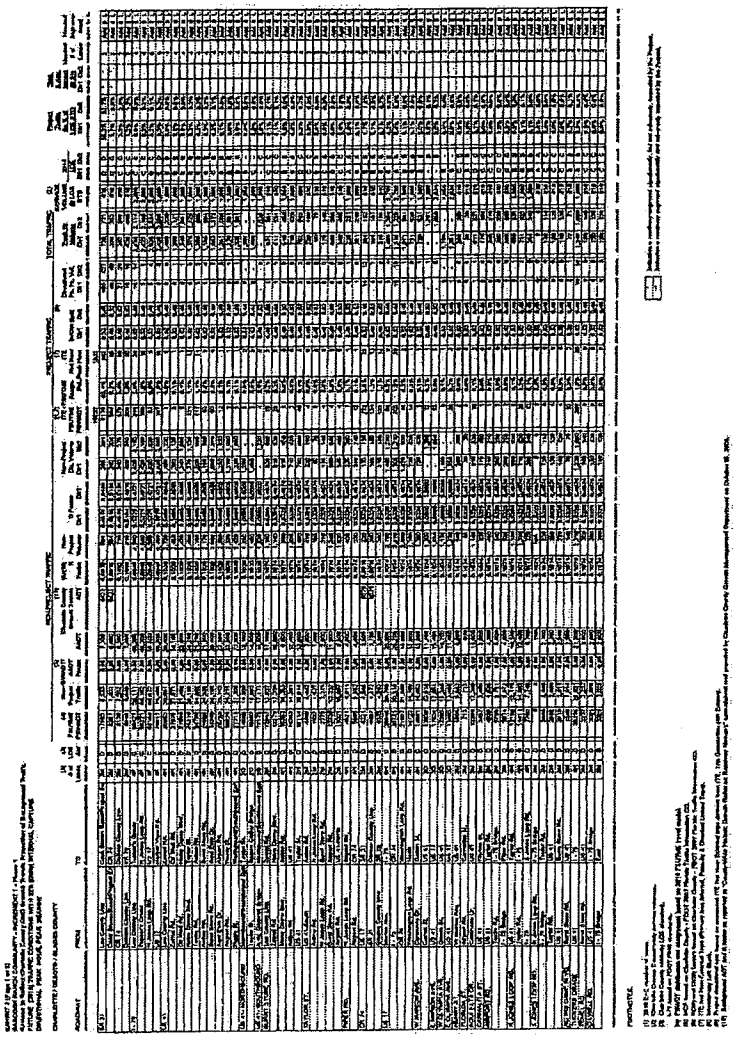


EXHIBIT L

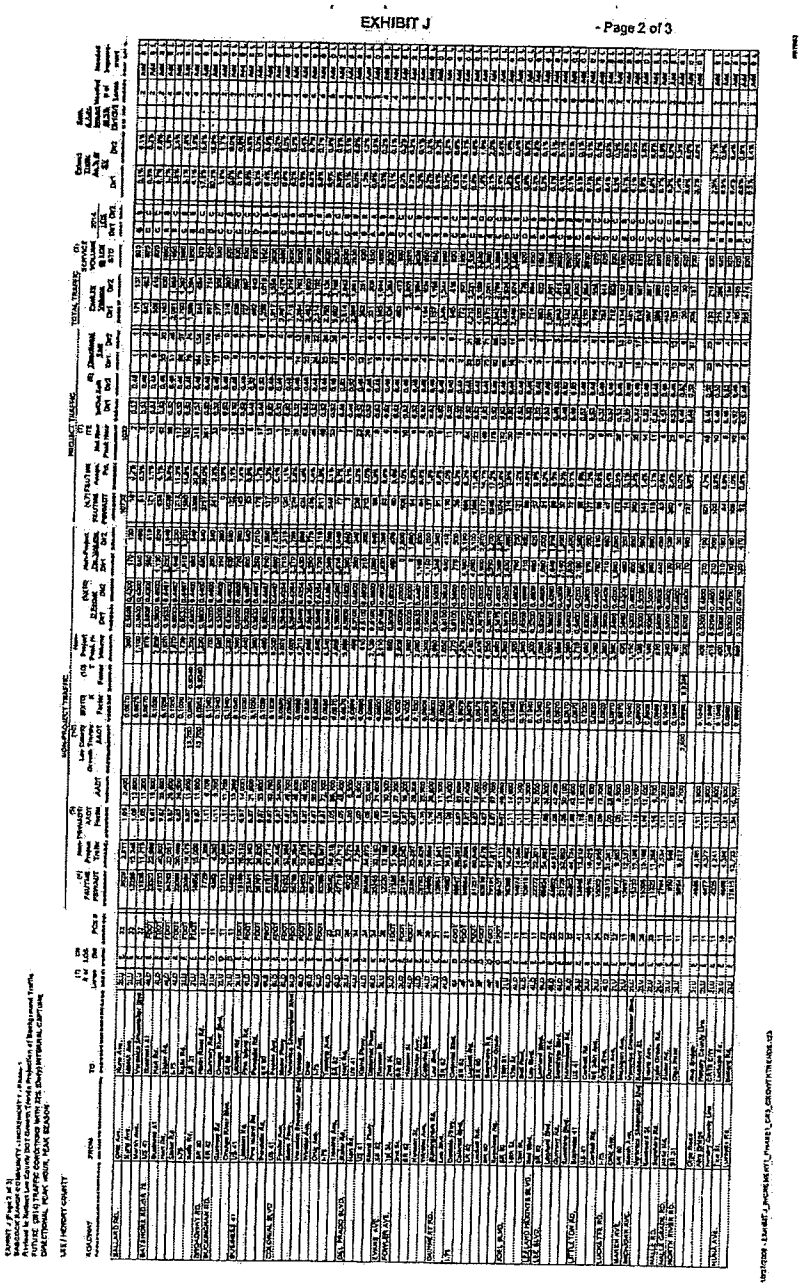


EXHIBIT J - Page 2 of 3

EXHIBIT L

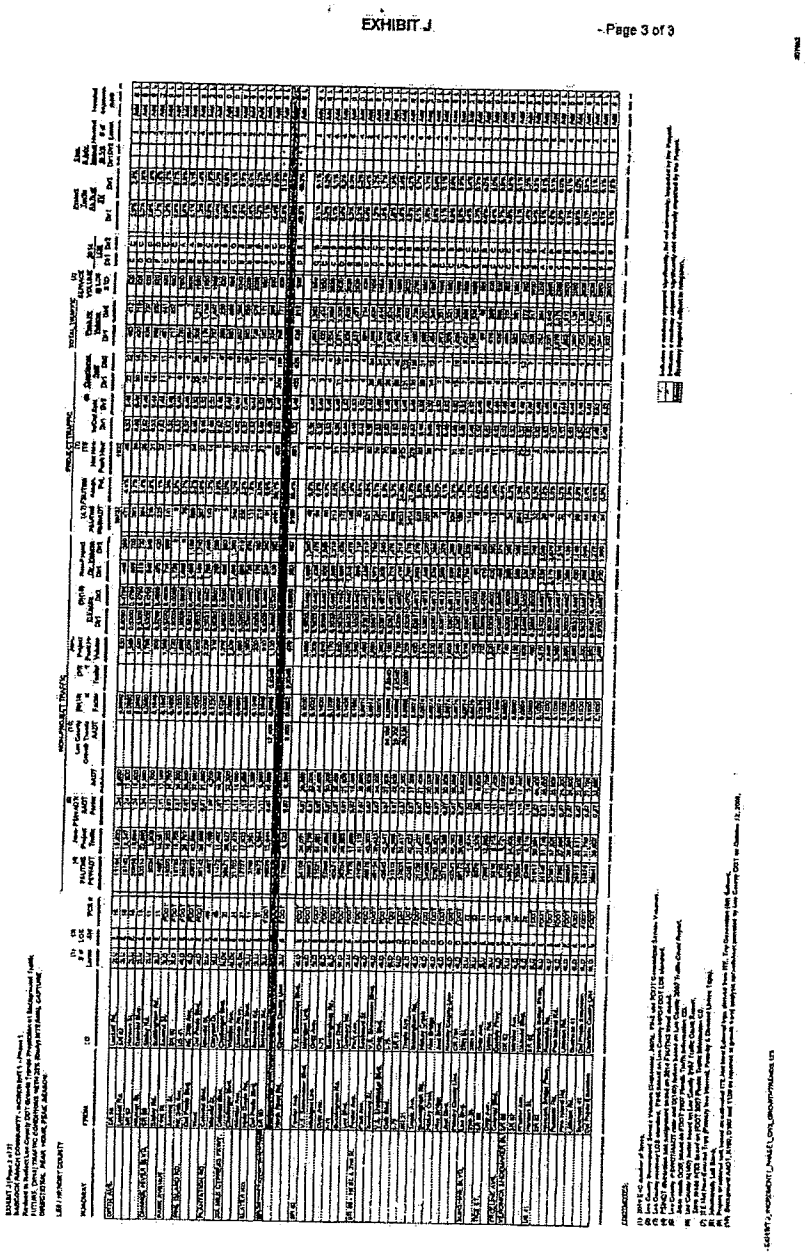
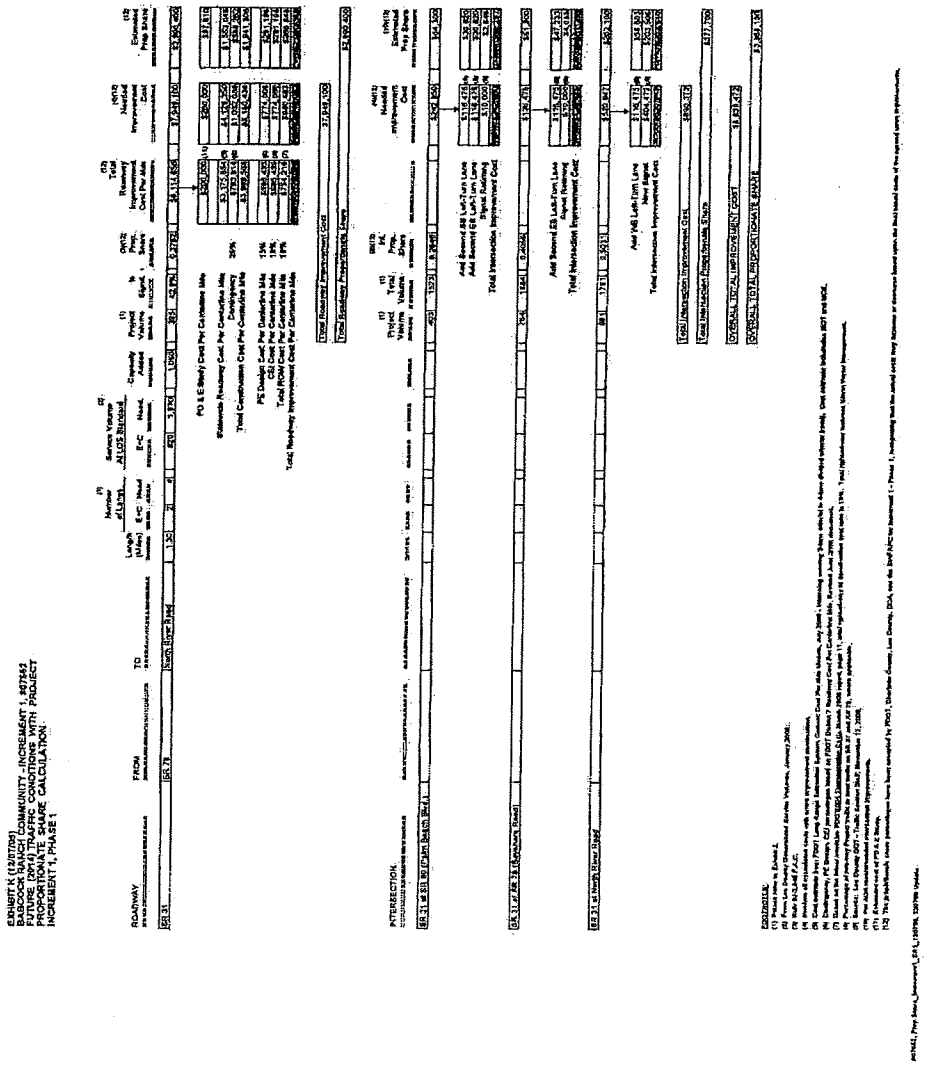


EXHIBIT L

EXHIBIT K

(B-4)



IMAGED

12-21-10 AP

Attachment 10:

Ordinance Number 2014-077:

Section 3-9-51: Babcock Overlay Zoning District (BOZD)

GH6
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FILED WITH THE DEPARTMENT OF STATE : December 1, 2014

ORDINANCE
NUMBER 2014 – 077

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA, AMENDING CHAPTER 3-9 OF THE CODE OF LAWS AND ORDINANCES OF CHARLOTTE COUNTY, FLORIDA, BY DELETING SECTION 3-9-54, BABCOCK RANCH DISTRICT OVERLAY (BRDO) IN ITS ENTIRETY AND CREATING NEW SECTION 3-9-51, BABCOCK OVERLAY ZONING DISTRICT (BOZD) AND NEW SECTION 3-9-51.1, BABCOCK COMMUNITY PATTERN BOOK; PROVIDING FOR INTENT; PROVIDING FOR PERMITTED USES AND STRUCTURES; PROVIDING FOR ACCESSORY USES AND STRUCTURES; PROVIDING FOR PROHIBITED USES AND STRUCTURES; PROVIDING FOR DEVELOPMENT STANDARDS; PROVIDING FOR CONFLICT WITH OTHER ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS

WHEREAS, on April 4, 2006, the Board of County Commissioners of Charlotte County, Florida ("Board") approved the Babcock Ranch Development of Regional Impact (DRI); and

WHEREAS, on June 20, 2006, in order to implement the vision set forth in the County's Comprehensive Plan, the Board adopted Ordinance Number 2006-058 which provided for the Babcock Land Development Regulations; and

WHEREAS, pursuant to Babcock's request, County Staff has been working with the Babcock team to revise the existing Babcock Land Development Regulations; and

WHEREAS, the proposed revisions achieve flexibility and are designed to streamline the development approval process; and

WHEREAS, County Staff is recommending that Chapter 3-9 of the Code of Laws and Ordinances of Charlotte County, Florida ("Code"), be amended by deleting Section

CHARLOTTE COUNTY CLERK OF CIRCUIT COURT
OR BOOK 3923 PAGE 738 PAGE 1 OF 22
INSTR # 2312054 Doc Type: GOV
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Cashier By: NANCYLA

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3-9-54, Babcock Ranch District Overlay (BRDO) in its entirety, and creating new Section 3-9-51, Babcock Overlay Zoning District (BOZD), and new Section 3-9-51.1, Babcock Community Pattern Book; and

WHEREAS, these revisions have previously been heard by the Charlotte County Planning and Zoning Board ("P&Z Board") and, based on the memorandum dated August 29, 2014, and the evidence presented to the P&Z Board, has been recommended for approval on September 8, 2014; and

WHEREAS, the Board considered the revisions in public hearings held on October 28, 2014 and November 25, 2014; and

WHEREAS, the Board has determined that the revisions are consistent with the County's Comprehensive Plan and are in the best interests of the County and its citizens; and

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Charlotte County, Florida:

Section 1. Chapter 3-9 of the Code of Laws and Ordinances of Charlotte County, Florida, is hereby amended by deleting Section 3-9-54, Babcock Ranch District Overlay (BRDO) in its entirety, and creating new Section 3-9-51, Babcock Overlay Zoning District (BOZD), and new Section 3-9-51.1, Babcock Community Pattern Book, as provided in Exhibit A which is attached here and provided herein.

Section 2. Conflict with Other Ordinances. The provisions of this Ordinance shall supersede any provision of exiting ordinances in conflict herewith to the extent of said conflict.

Section 3. Severability. If any subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remainder of this Ordinance.

Section 4. Effective Date. This Ordinance shall take effect upon its filing with the Office of the Secretary of State, State of Florida.

[SIGNATURE PAGE FOLLOWS]

PASSED AND DULLY ADOPTED this 25th day of November, 2014.

BOARD OF COUNTY COMMISSIONERS OF
CHARLOTTE COUNTY, FLORIDA
By: William G. Truex
William G. Truex, Chairman

ATTEST:
Barbara T. Scott, Clerk of
Circuit Court and Ex-Officio
Clerk to the Board of County
Commissioners
By: Michelle DiBerardino
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:
By: Janette S. Knowlton
Janette S. Knowlton, County Attorney
LR2014-2992

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LR2014-2992

Sec. 3-9-51. Babcock Overlay Zoning District

(a) General

(A) *Establishment; Short title.* The Babcock Overlay Zoning District is hereby established. The short title of this section shall be the "Babcock Zoning Code."

(B) *District Boundary.* The area affected by this Babcock Overlay Zoning District shall be the area as shown in the zoning atlas.

(C) *Intent.* The intent of the Babcock Overlay Zoning District ("District") is to establish the regulations for design and development that address the qualities of nature and community that are envisioned for the Babcock Community. The District is intended to accommodate compact development patterns, interconnected open space, native habitat, and recreation. The intended activities within the District include a mix of residential, retail and office commercial, light industrial, civic and educational facilities, open space, parks and recreational and institutional uses.

(D) *Applicability; Conflict with other Ordinances; Exemptions.* The maximum development within this zoning overlay classification is controlled by the Development of Regional Impact Master Development Order, Incremental Development Orders and the comprehensive plan. All new development and future redevelopment within the District shall be subject to these regulations. The terms development and redevelopment shall be construed liberally and shall include any plat, special exception, variance, site plan approval, building or sign permit, or any other official action of Charlotte County that has the effect of permitting development and/or redevelopment or any application for any of the preceding matters. Except where expressly provided herein, the terms of the Babcock Zoning Code shall supersede and control in the event and to the extent of a conflict between the Babcock Zoning Code and another provision of the County Code. Due to the unique circumstances of the property, the following specific exemptions are granted:

1. Landscape and Tree Requirements. Approximately 7,725 acres within the District are to be developed, the majority of which were agricultural lands at the time of adoption of this Babcock Zoning Code, and over 5,700 acres within the District are to be preserved, the majority of which are wooded. This results in 5,975,492 Removal Tree Points and 32,002,479 Preservation Tree Points (not including Palmettos and Wax Myrtles). Due to the unique circumstances of the property and the excess of Preservation Tree Points, all development within the District is exempt from the County tree removal permit process and Article XVIII of Chapter 3-5, Landscaping and Buffers requirements of the County Code and Article IX of Chapter 3-2, Tree Requirements, of the County Code. The Landscape Requirements of the Babcock Zoning Code provided herein are applicable.

(E) *Use of Pattern Books for Development.* Pattern Books may be submitted to define development parameters and design standards applicable within a defined site, area or subdistrict to establish some or all of the governing design parameters and standards, which may constitute waivers of

EXHIBIT A

submittal requirements and deviations, including but not limited to: setbacks, building heights, building orientation, parking, loading, landscaping, lighting, signage, density, intensity, lot sizes, coverages, and standards for roadway design and rights-of-way. Approval of Pattern Books shall be issued by the Zoning Official or designee (Zoning Official) upon finding that standards, waivers, and deviations are consistent with public health, safety and welfare. An amendment to an approved Pattern Book may be requested at any time, to be approved by the Zoning Official. Approval of Pattern Books and Pattern Book amendments shall not be unreasonably withheld, and if approval is not granted by the Zoning Official within 30 days of submittal, the Pattern Book shall be subject to review and approval by the Board of County Commissioners. Where standards defined in an approved Pattern Book conflict with provisions of the Babcock Zoning Code or the County Code, the Pattern Book shall apply. Development in areas that are not subject to a Pattern Book shall be governed by the standards and provisions set forth in this Babcock Zoning Code.

(F) *Existing Uses.* The Babcock Zoning Code shall not render an existing use, including, but not limited to mining, silviculture, agriculture and sod farming, on a parcel as nonconforming, even if such existing use is not a principal use or a permitted accessory use in the applicable subdistrict. Any such existing use shall not be considered nonconforming, and may be continued and expanded with appropriate permitting as required.

(G) *Establishment of Subdistricts.* The following subdistricts are established to allow for different forms of development within the District, as depicted on the Babcock Overlay Zoning District - Subdistrict Map:

- Mixed Use Residential Commercial (MURC)
- North Babcock
- Greenways

(b) Definitions

Terms used in this Section shall have their commonly accepted meaning unless they are defined in (b). When terms are defined both in this Section and elsewhere in the County Code, definitions for such terms in this subsection shall control. The following terms shall have the meanings set forth in this subsection:

Agriculture uses: Agriculture uses within the District includes such uses as agricultural production (crops, citrus, landscape nursery, ranching, livestock raising and animal specialties, pasture, sod and grazing); silviculture, agricultural services, cultural, educational and/or eco-tourism uses and support facilities and their related modes of transporting participants, viewers, or patrons; tour operations, such as, but not limited to airboats, swamp buggies, horse and similar modes of transportation; agricultural labor housing; excavation and earthmoving incidental to agricultural operations; farm products warehousing and storage; single-family detached dwelling unit; forestry; hunting; riding stables; research facilities; non-commercial kennels; telecommunication towers; outdoor shooting ranges; and aquaculture.

Alley: A right-of-way providing a secondary means of access and service to abutting property. For purposes of determining setbacks or required yards, the lot line along an alley is never a front lot line.

Building height: The vertical distance measured from the greater of: (1) the FEMA first habitable floor elevation requirement, (2) 18 inches above the elevation of the average crown of the adjacent roads; or (3) the average natural grade (the natural contours of a land area generally unaltered by human intervention) to the highest point of a flat roof, the deck line of a mansard roof, or the mean height between the eaves and ridge of a gable, hip or gambrel roof.

Civic, government, and institutional uses: Structures developed for and/or used by established organizations or foundations dedicated to public service or cultural activities including, but not limited to, the arts, education, government and religion.

District: shall mean the Babcock Overlay Zoning District.

Eco-Tourism: The practice of touring natural habitats and support facilities thereof in a manner meant to minimize ecological impact. Eco-tourism is considered a commercial enterprise located in an agricultural or preservation area intended to attract tourists and provide supplemental income for the property owner. Eco-tourism uses include, but are not limited to: transient guest lodging, hunting, nature trails, canoeing, fishing, wildlife observation, and birding.

Encroachments: Physical structures that reach into or above a required yard or a right-of-way or roadway easement. Encroachments are not allowed unless identified as permissible.

Guest unit, accessory: An accessory dwelling which is attached to or detached from a principal dwelling located on the same residential parcel and which serves as an ancillary use providing living quarters and which may contain kitchen facilities. Accessory guest units are not considered dwelling units for purposes of density.

Pathway: A defined corridor within the District's overall transportation network designed to accommodate pedestrians and other alternative modes of transportation.

Parking lot: An outdoor area or space, paved or unpaved, designed and constructed for the purpose of motor vehicle parking or storage. A driveway that does not contain or provide access to delineated parking spaces is not a parking lot.

Pattern book: A set of development parameters and design standards applicable within a defined site, area or subdistrict to establish some or all of the governing design parameters and standards, which may constitute waivers of submittal requirements and deviations, including but not limited to: setbacks, building heights, building orientation, parking, loading, landscaping, lighting, signage, density, intensity, lot sizes, coverages, and standards for roadway design and rights-of-way.

Setback: The minimum distance between a right-of-way line, property line, bulkhead line, shoreline, seawall, ordinary high water line (OHWL), access easement line or other defined location whichever is the most restrictive, and the beginning point of the buildable area. Setbacks may be measured from the legal boundary of a lot and are inclusive of easements with the exception of easements that comprise a road right-of-way. For purposes of determining setbacks, the lot line along an alley is never a front lot line.

Transient guest lodging: A building or group of buildings operated for commercial purposes, and therefore not considered residential units for purposes of density, in which sleeping accommodations and sanitary facilities are offered to guests and intended for use on a daily or weekly basis, irrespective of the form of ownership, and which may include kitchens in each unit.

(c) Subdistricts within the Babcock Overlay Zoning District

(A) *Mixed Use Residential Commercial (MURC).* The MURC Subdistrict shall be the most diverse subdistrict, with a full range of uses to support a live, work, shop, play environment. The MURC Subdistrict may include residential, commercial, recreational, civic, industrial, and mixed uses. The MURC is to be developed according to a Town Center, Village and Hamlet framework that is further

defined by Pattern Book. Buildings may be single or multi-use. Parking shall be provided on-street, off-street, and within parking structures.

1. *Permitted Principal Uses and Structures.* Permitted principal uses within the MURC Subdistrict include any and all uses not listed as prohibited uses in (d)(C), including, but not limited to: commercial businesses and services, retail, office, civic, education (elementary, middle, high schools, colleges and universities), institutional, light industrial and manufacturing, mining, earthmoving, nurseries, essential services, single family and multifamily residential, assisted living facilities, continuing care retirement communities, transient guest lodging including hotel, motel and bed and breakfast, home occupations per (d)(K), parks, recreation, manufacturing, distribution, wholesale, warehouse, processing and packaging, laboratories and clinics, research, design and product development. Mixed use buildings and single use buildings are permitted. Any use not listed may be deemed permitted by the Zoning Official by a finding that the use is reasonable according to the intent of the subdistrict; similar to another permitted use in the subdistrict; and not specifically prohibited in the subdistrict.

2. *Permitted Accessory Uses and Structures.* Permitted accessory uses and structures include all uses that support or relate to principal uses, including accessory guest units that are attached or detached in conjunction with single family residential dwellings, except as otherwise prohibited herein.

3. *MURC Development Standards.*

Table 1. MURC Development Standards

Land Use	Min. Lot Area (sq. ft.)	Min. Setbacks (ft.)(1)			Max. Height (ft.)	Min. Off-street Parking Spaces (per DU for residential or per 300 s.f. for non-residential) (10)
		Front	Side	Rear		
TOWN CENTER						
RESIDENTIAL						
Single-family, Detached	3,000	10 (5)	5 (2)	4	45	1
Single-family, Attached or Two- Family	1,000	10 (5)	0 (3)	4	60	1
Multi-family	1,000	10 (5)	10	4	100	1-1.5 (9)
MIXED-USE/ AMENITY/SCHOOL(4) (11)						
Single-family, Attached or Two-Family	1,000	10 (5)	0 (3)	4	60	1
Multi-family	1,000	10 (5)	5 (2)	4 (12)	100	1-1.5 (9)
Mixed Use	1,000	10 (5) (7)	5 (2)	4 (12)	140	1 (9)
Non-residential	1,000	10 (5) (7)	0 (3)	4 (12)	140	1
VILLAGES						
RESIDENTIAL						
Single-family, Detached (Small Lots)	3,000	10 (5)	5 (2)	4	45	1
Single-family, Detached (Large Lots)	4,000	10 (5)	5 (2)	4	45	1
Single-family, Attached or Two-Family	1,000	10 (5)	0 (3)	4	60	1
Multi-family	1,000	10 (5)	10	4	100	1-1.5 (9)
VILLAGE CENTER (11)						
Single-family, Detached (Small Lots)	3,000	10 (5)	5 (2)	4	45	1
Single-family, Detached (Large Lots)	4,000	10 (5)	5 (2)	4	45	1
Single-family, Attached or Two-Family	1,000	10 (5)	0 (3)	4	60	1
Multi-family	1,000	10 (5)	5 (2)	4(12)	100	1-1.5 (9)

Table 1. MURC Development Standards

Land Use	Min. Lot Area (sq. ft.)	Min. Setbacks (ft.)(1)			Max. Height (ft.)	Min. Off-street Parking Spaces (per DU for residential or per 300 s.f. for non-residential) (10)
		Front	Side	Rear		
Mixed Use	1,000	10 (5) (7)	5 (2)	4 (12)	140	1 (9)
Non-residential	1,000	10 (5) (7)	0 (3)	4 (12)	140	1
HAMLETS						
RESIDENTIAL						
Single-family, Detached (Small Lots)	3,000	20 (6)	7.5	20 (6)	45	1
Single-family, Detached (Large Lots)	4,000	20 (6)	10	20 (6)	45	1
Single-family, Attached or Two-Family	1,000	20 (6)	0 (3)	20 (6)	60	1
Multi-family	1,000	20 (6)	10	20 (6)	60	1-1.5 (9)
NEIGHBORHOOD CENTER (8)						
Non-residential	No less than the min. lot area of the smallest abutting lots	Equal to the smallest of the adjacent lots	10	20	45	1
Mixed Use	No less than the min. lot area of the smallest abutting lots	Equal to the smallest of the adjacent lots	10	20	38	1 (9)

Notes:

(1) Unless otherwise noted, setbacks apply to principal and accessory structures. Structures will comply with sight distance requirements. Building separation shall be at least 10 ft., subject to access requirements for emergency services and fire code.

(2) May be reduced as long as sum of side setbacks is 10 ft. minimum.

(3) Setback applies to interior lots. If not connected to an adjoining structure, side setback is 5' which may be reduced as long as sum of side setbacks is 10 ft. minimum.

(4) Schools are exempt from this setback table, school development is according Charlotte County School District policy.

(5) Encroachments into front yards are allowed for porches, stoops, awnings, colonnades, or other elements that serve as transition from the public to the private realm.

(6) It must be demonstrated that driveways can accommodate space for parking for at least two vehicles on the driveway without overhanging onto the adjoining sidewalk, or onto vehicle travelway where no sidewalk exists. If on-street parking spaces are available in the right-of-way within 300 ft., on-street parking may substitute for driveway parking.

(7) Building entrances are required on the primary street.

(8) Maximum area per use is 3,000 sq. ft. Total neighborhood goods and services permitted in one location is 15,000 sq. ft.

(9) Multi-family buildings with 2 or less bedrooms per unit shall require 1 space per unit. Multi-family buildings with 3 or more bedrooms per unit shall require 1.5 spaces per unit.

(10) The amount of required parking may be determined through a parking analysis submitted with a site plan application.

(11) At the Town Center entries, the shopping and entertainment areas shall be set back a minimum of 100 ft. from the ultimate road right of way of SR 31. For the remainder of the Town Center, the shopping and entertainment areas shall be set back a minimum of 250 ft. from the ultimate road right of way of SR 31. The shopping and entertainment areas of the Villages and Hamlets shall be located in the interior portion of those areas. (Ref. Sierra Club Settlement Agreement Sec. B.8.)

(12) Encroachments are allowed for structures such as boardwalks, docks, and accessory structures providing views and access to water, subject to approval from agencies with jurisdiction.

a. *Encroachments*: The following standards pertain to yard and right-of-way encroachments:

i. Yard encroachments. Every part of every required yard shall be open and unobstructed by the principal structure from 30 inches above the ground, as measured from the average elevation of the crown of road along the property frontage. Permissible encroachments into required yards are limited to the following: pool equipment, generators, air conditioning equipment, cornices, overhangs, decorative awnings, gutters, eaves, chimneys, bay windows, balconies, means of egress, and any other structure deemed similar in nature by the Zoning Official. Accessory structures including, but not limited to, refuse containers, loading docks, flagpoles, play equipment, fences, walls, wires, lights, mailboxes, open air arbors, open air trellises, open air pergolas, open air chickees and outdoor furniture are not considered encroachments and are therefore allowed. Structures less than 30 inches in height, including but not limited to pools, bermed earth, plant materials, driveways and pathways, are not considered encroachments in required yards and are therefore allowed.

ii. Right-of-way or roadway easement encroachments. Allowable encroachments into rights-of-way or roadway easements are limited to the following: awnings, arcades, colonnades, pedestrian bridges, balconies, planters, outdoor dining, and any other structure deemed similar in nature by the Zoning Official. A minimum 6-foot clear pedestrian way shall be maintained and not obstructed by any encroachment. Encroachments shall maintain a clear distance of 9 feet above the sidewalk and 15 feet above the street measured from the elevation of the crown of the street if the encroachment passes over vehicle travel lanes.

b. *Density*: Maximum net density for residential is 24 units per acre in Town Center and 16 units per acre in Villages and Hamlets. Accessory guest units, attached or detached, in conjunction with single family residential dwellings are not considered toward density calculations.

c. *Parking*: A parking needs analysis may be approved by the Zoning Official to determine the appropriate number and location of parking spaces for any use based on characteristics of the use, hours of operation, sound planning principles, shared parking agreements or trip management techniques to be implemented. In the absence of a parking needs analysis, the following number of parking spaces shall be provided on-site, unless otherwise provided:

i. Single family detached, zero lot line, two-family and single family attached: Minimum of one on-site parking space inclusive of driveways and garage space. One additional parking space is required for an accessory guest unit, which may be on-site or dedicated on-street parking within 300 feet of the unit it serves.

ii. Multifamily: A minimum of one on-site parking space is required for units with two or fewer bedrooms. A minimum of 1.5 on-site parking spaces is required for units with three or more bedrooms. Additional parking may be provided on-site or as dedicated on-street parking within 300 feet of the unit it serves.

iii. Non-residential: Non-residential uses shall provide a minimum of one on-site parking space per 300 square feet of gross floor area.

iv. Mixed use: Mixed use buildings shall provide the total number of parking spaces required for the residential and non-residential occupancies.

d. *Minimum landscape requirements*:

i. General tree planting requirements shall be:

(a) For every lot, a minimum of one tree shall be planted in the front yard or in the right-of-way in front of the lot; or

(b) Street trees planted in or adjacent to the right of way with a minimum spacing of one tree every 60 feet on average.

ii. The following perimeter landscaping requirements apply to development requiring site plan review:

(a) A minimum of one shrub per 10 linear feet of front property line shall be planted in a hedge row or otherwise clustered within the front yard.

(b) For landscape buffer areas that serve as transition between intense uses and residential uses per (c)(A)3.e.ii, a minimum of one shrub per ten linear feet of property line shall be planted in a hedge row or otherwise clustered in the transitional landscape buffer area.

(c) Substitution of trees for shrubs is permitted at a rate of 1 tree per three shrubs.

(d) The location of required plantings may be any of the following: in-ground planting areas, raised planters, or planter boxes.

(e) In addition to the preceding provisions (a) through (d), wherever a parking lot abuts public rights-of-way along a front property line, a hedge, or durable non-vegetative barrier, or combination thereof, at least three feet in height, shall be placed along the entire length of the front property line, except within sight triangles. Wherever non-vegetative barriers are employed, one shrub or vine shall be planted for every eight linear feet, distributed evenly or in clusters.

iii. Parking area requirements: For parking constructed of impervious material, planter islands shall be constructed to interrupt rows of parking. The maximum number of parking spaces between planter islands is 15 spaces. Minimum dimension for a planter island is nine feet. Each planter island must contain at least one tree maintained with a minimum six feet of clear trunk measured from the ground up. Planter islands are not required for parking constructed of pervious material.

e. *Standards specific to Mixed Use and Non-residential uses*:

i. Loading docks and refuse containers and facilities shall generally be placed to the rear or side yard of the building. Refuse containers shall be hidden by an opaque wall or fencing of sufficient height to screen the bin and any appurtenances, but not less than five feet in height. Walls shall be constructed of a material compatible with the principal structure it is serving. Trash containers serving nonresidential uses shall be screened from view from abutting residential property, but refuse area enclosures are not required to be gated or otherwise closed off.

ii. *Transition of Intensity*. Transition between intense uses (including industrial, manufacturing, distribution, repair shops, car washes, wholesale, warehouse, processing and packaging, mining, laboratories and clinics, research, design and product development, and gas stations) and residential uses should be addressed through building orientation, site design, landscape buffering or the placement of less intense uses to provide transition, such as commercial, office, civic, institutional, governmental or recreation.

(B) *North Babcock Subdistrict.* The North Babcock Subdistrict is envisioned to be an educational and recreational center with uses that represent a long-term preservation and development plan. The subdistrict is intended to provide opportunities for the public to explore and enjoy ecosystems and natural resources.

1. *Permitted Principal Uses and Structures.* Permitted uses within the North Babcock Subdistrict include: Caretakers and operating staff quarters; Eco-tourism lodge; Sports lodge; Hunting club; Transient guest lodging; Environmental education and research center (excluding bio-genetic research on animals and/or plants); Riding stables; Equestrian facility and accessory uses; Recreational Vehicle (RV) Park; Youth camp; Open storage for vehicles, recreational vehicles (RVs), boats, trailers, recreational equipment, and similar items; Civic; Institutional; Schools; Churches; Agricultural; Conservation Areas and associated boardwalks, observation decks, restroom facilities, and paved or unpaved trails including trails to accommodate multi-modal transit, such as golf carts or other electric vehicles; Land management activities including but not limited to, hunting, ecological burning, ecosystem restoration, hydrologic restoration, transportation and utility crossings, stormwater management, habitat restoration, earthmoving and other similar uses; Alternative Energy Use: alternative energy and ancillary facilities including, but not limited to support offices; Maintenance facilities to support the uses found in this section; Community infrastructure uses and facilities, including utilities and fill storage, stock piling, and clearing; Parks; Cell towers; Temporary uses customarily associated with development such as sales centers and modular buildings; Commercial uses which are customarily associated with the uses permitted within the subdistrict. Any use not listed that is deemed by the Zoning Official to be reasonable according to the intent of the subdistrict; similar to another permitted use in the subdistrict; and not specifically prohibited in the subdistrict per (d)(C).

2. *Permitted Accessory Uses and Structures.* Permitted accessory uses and structures include all uses customarily incidental to principal uses and structures.

3. *North Babcock Development Standards*

Table 2. North Babcock Development Standards

NORTH BABCOCK					
Land Use	Min. Lot Area (sq. ft.)	Min. Setbacks (ft.) for Principal and Accessory Structures			Max. Ht. (ft.)
Non-residential	10,000	25	10	25	60

a. *Yard Encroachments*: Every part of every required yard shall be open and unobstructed by the principal structure from 30 inches above the ground, as measured from the average elevation of the crown of road along the property frontage, except for the following encroachments permitted to extend into the required setback a maximum distance of 50% of the required setback: pool equipment, generators, air conditioning equipment, cornices, overhangs, decorative awnings, gutters, eaves, chimneys, bay windows, balconies, means of egress, and any other structure deemed similar in nature by the Zoning Official. Accessory structures including, but not limited to, loading docks, refuse containers, flagpoles, play equipment, fences, walls, wires, lights, mailboxes, open air arbors, open air trellises, open air pergolas, open air chickees and outdoor furniture are not considered encroachments and are therefore allowed. Structures less than 30 inches in height, including but not limited to pools, bermed earth, plant materials, driveways and pathways, are not considered encroachments in required yards and are therefore allowed.

b. *Parking and Loading*: The following parking and loading standards apply in the North Babcock Subdistrict:

i. Number of Off Street Parking. A parking needs analysis may be approved by the Zoning Official to determine the appropriate number of parking spaces for any use based on characteristics of the use, hours of operation, sound planning principles, or trip management techniques to be implemented. In the absence of a parking needs analysis, a minimum of one off-street parking space inclusive of garage space shall be provided per:
(a.) lodge unit
(b.) caretaker quarters unit
(c.) riding stable
(d.) every 10 recreational vehicle (RV) spaces
(e.) every six campsites
(f.) 400 square feet of assembly use
(g.) 1,000 square feet of equestrian facility.

ii. Parking Surface Material. Gravel, shell, and other permeable surface materials are encouraged for the North Babcock Area. Paving is permitted in areas that otherwise, without paving, would create a detrimental health, safety, or welfare impact.

iii. Loading docks and refuse containers. Loading docks and refuse containers and facilities shall generally be placed to the rear or side yard of the building. Refuse containers shall be hidden by an opaque wall or fencing of sufficient height to screen the bin and any appurtenances, but not less than five feet in height. Walls shall be constructed of a material compatible with the principal structure it is serving, but refuse area enclosures are not required to be gated or otherwise closed off.

c. *Landscaping*: For parking lots constructed of impervious material, planter islands shall be constructed to interrupt rows of parking. The maximum number of parking spaces between planter islands is 15 spaces. Minimum dimension for a planter island is nine feet. Each planter island must contain at least one tree maintained with a minimum six feet of clear trunk measured from the ground up. Planter islands are not required for parking constructed of pervious material. No other landscaping or tree points are required for development within the North Babcock Subdistrict, as the area is surrounded by Greenways which contain preserved natural areas.

(C) *Greenway Subdistrict.* The Greenway Subdistrict consists of all lands within the overall boundary of this District that are not otherwise within the limits of any other subdistrict identified herein. Greenways may be environmentally sensitive lands, natural resource areas, or trails. The Babcock Overlay Zoning District - Subdistrict Map conceptually depicts four greenway categories (Active, Passive, Observation and Corridor) based on functional level of public use and natural resource protection.

1. *Permitted Principal Uses and Structures.* Permitted uses within all greenways include essential services, hunting, passive recreation, ecological burning, ecosystem restoration and hydrologic restoration. Permitted activities in each greenway category are described further below:

a. Active greenways provide passive and active recreational opportunities. Permitted uses include neighborhood parks, picnic areas and playgrounds, camping, equestrian use, boardwalks and observation decks, paved trails to accommodate multi-modal transit, such as golf carts or other electric vehicles, active parks with ball fields (including restrooms and concession facilities), golf courses, education facilities and similar uses. Other permitted activities include nurseries,

transportation and utility crossings, stormwater management, habitat restoration, earthmoving, renewable energy systems and facilities, such as, but not limited to, a solar photovoltaic (PV) electrical generation facility or wind generation turbines, and other similar uses. All uses shall be designed to minimize impacts to native vegetation, flowways and wetlands as permitted by the appropriate state or federal review agency having jurisdiction, if any.

b. Passive greenways provide passive recreational opportunities. Permitted uses include neighborhood parks, picnic areas and playgrounds, primitive camping, equestrian use, hiking trails, boardwalks and observation decks, paved trails and similar uses. Other allowable uses may include transportation and utility crossings, stormwater management, habitat restoration, earthmoving and other similar uses. All uses shall be designed to minimize impacts to native vegetation, flowways and wetlands as permitted by the appropriate state or federal review agency having jurisdiction, if any.

c. The Corridor greenway is a wildlife corridor between Telegraph Swamp and the Curry Lake area intended to promote the movement of wildlife, and to be protected in perpetuity by an appropriate conservation easement. Permitted uses are limited to passive recreation, hiking trails, boardwalks, observation decks, land management, habitat restoration, earthmoving and similar uses.

d. Observation greenways consist primarily of native vegetative communities and are largely un-impacted by agricultural activities. Permitted uses are limited to conservation, hiking trails, boardwalks and observation decks, and pathways. Other allowable uses may include transportation and utility crossings, earthmoving and habitat restoration. All uses shall be designed to minimize impacts to native vegetation, flowways and wetlands as permitted by the appropriate state or federal review agency having jursidiction, if any.

2. *Minimum Landscape requirements:* No landscaping or tree points are required for projects within the Greenways, as overall the Greenways contain thousands of acres of preserved trees and natural plants.

(d) Provisions and Uses Common to the District

(A) *Intent.* The provisions of this subsection shall apply to the Babcock Overlay Zoning District. Uses and standards included in this subsection apply throughout all areas of the District.

(B) *Principal Uses and Structures:* Certain uses and structures are permitted by right throughout the District.

1. Maintenance facilities, community services, including required infrastructure and public facilities, nurseries, co-op farmland, civic uses, education, research and eco-tourism facilities, agriculture, mining, earthmoving, parks, cell towers, ropes courses, tree houses, utilities, and temporary uses customarily associated with development such as sales centers, models, temporary housing for construction workers are permitted throughout the District.

2. Babcock Ranch Community Master Development of Regional Impact Development Order is approved for land encompassing the District. State and federal permits are issued for a series of lakes to be constructed within the District. Charlotte County shall issue permits and or permit extensions for those lakes permitted by the state or federal agencies without regard to the limitations contained within the Charlotte County Earthmoving Code, provided that the fill from those lakes currently permitted under EarthSource Mine Permit #07-EX-16, or an extension or

modification thereof, may be removed from the District, but those lakes not yet under a County earthmoving permit shall retain the fill material within the District.

(C) *Prohibited Uses:* Explosives manufacturing, animal slaughterhouses, and sexually oriented businesses.

(D) *Fill Storage, Stockpiling, and Clearing.*

1. Fill Storage: Fill storage is generally permitted as a principal use throughout the District. Fill material may be transported to and stockpiled upon areas that have been disturbed or farmed or are shown as development areas on an approved site plan or final plat. Following approval of a site plan, or final plat, development areas including building pads, shall be allowed to be cleared prior to the issuance of the building permits. A re-vegetation bond shall not be required for clearing of development areas included in an approved site plan or final plat.

2. Stockpile: Stockpile areas shall be designated as one of the following:

   a. Long-term stockpile area defined as a stockpile area to be left in place for a period greater than six months. Such long-term stockpile areas shall be sodded or hydroseeded and erosion control devices installed when such stockpile is not actively in use.

   b. Temporary stockpile area defined as a stockpile area to be left in place for a period of six months or less. Contractor shall employ methods in accordance with Sec. 3-5-95 of the County Code or best management practices to prevent erosion of stockpiles.

   c. Fencing (plastic barricading, silt fence or other similar visible barriers) shall be provided in accordance with applicable state and federal permitting.

(E) *Setbacks to Water.* For any manmade or natural lake, pond, and stormwater facility within the District, standard setbacks are zero (0) feet; buildings and structures may extend over water.

(F) *Bulkhead/Retaining Walls.* Bulkhead/retaining walls are allowed as permitted in the Environmental Resources Permit (ERP) process.

(G) *Fences and walls.* Fences and walls shall be permitted throughout the District. All fences and walls, including refuse or trash container enclosures, are not considered accessory structures and shall be permitted throughout the District. Fences and walls shall be located and constructed in accordance with Sec. 3-9-72 of the County Code except as may be otherwise provided in this Babcock Zoning Code or as approved through a Pattern Book. Fences and walls shall not exceed 12 feet in height, measured relative to the greater of the crown of the adjacent roadway or the adjacent minimum finished floor, as applicable. Fencing and wall materials may be made of wood, vinyl, iron, or masonry products.

(H) *Landscaping.* Due to the unique circumstances of the property and the excess of Preservation Tree Points, all development within the District is exempt from the County tree removal permit process and is subject only to the Landscape Requirements of the Babcock Zoning Code provided herein.

(I) *Roadway Sections, Access Standards and Block Length.*

1. Design of roadways, paths, rights-of-way, or roadway easements shall be according to Florida Greenbook Standards, with deviations and modifications permitted by approval by the County Engineer or approval of a Pattern Book.

3. The minimum number of access points for vehicular ingress and egress serving a subdivision is one.

4. Sidewalks are required on at least one side of roadways within the Town Center.

5. There are no minimum or maximum block lengths.

(J) *Signs.* All signs shall conform to the following general sign provisions applicable throughout the District:

1. For signs proposed within a County or State dedicated right-of-way, a right-of-way permit is required.

2. Signs are not subject to setbacks, as long as the signs are located so as not to cause sight line obstructions.

3. Sign area shall be calculated as the area within the smallest regular geometric shape or combination of shapes that incorporates the advertised use. Only one side of a multi-sided sign shall be calculated as "sign area."

4. Sign illumination shall not exceed ten candlepower per square foot, as measured ten feet from the sign. Lights must be shielded from direct view.

5. Primary non-residential sign standards. Primary signs include any permanent freestanding or building sign. Primary signs shall not exceed 20 feet in height above the crown of the adjoining roadway. Primary signs may have either digital or mechanical changeable copy, provided the message is not animated and that the message remains static for at least fifteen seconds between cycles. The following primary signs are permitted to be arranged within a cumulative maximum sign area allowance per unit equal to three times the unit's linear feet of right-of-way or building frontage, whichever is greater, not to exceed 750 square feet of signage:

   a. Non-residential freestanding signs: Each commercial unit is allowed one sign per roadway frontage, with a sign area not to exceed 150 square feet. For multitenant commercial properties, each individual storefront unit qualifies as a commercial unit, provided that a multitenant parcel shall not be entitled to more than one freestanding primary sign per right-of-way. For properties with multiple right-of-way frontages, signs must be located to provide a minimum separation of 100 feet.

   b. Non-residential building signs: Each commercial unit is allowed unlimited building signage so long as the cumulative maximum sign area allowance is not exceeded, with no individual building sign area to exceed 300 square feet.

6. Secondary non-residential sign standards. In addition to primary signs, the following secondary signs are allowed for each commercial unit:

   a. Wall placard – A placard sign affixed directly to an exterior wall or fence with maximum sign area of 24 square feet.

   b. Projecting – A sign which projects from and is supported by a wall of a building with the display of the sign perpendicular to the building wall, with a maximum sign area of 20 square feet.

c. Hanging – A sign attached to and located below any eave, canopy or awning, with a maximum sign area of 12 square feet.

d. Awning – A sign or graphic attached to or printed on an awning or umbrella, with a maximum sign area of 20% of the awning or umbrella area.

e. Directional, Wayfinding or Educational Signage – A sign that is secured to a base which is built directly upon the ground or mounted on railings or observation decks, with a maximum sign area of 20 square feet, exclusive of the base.

f. Sandwich Boards – a portable sign comprised of two sign panels hinged together at the top, with maximum sign area of 12 square feet (two faces at 12 square feet each).

7. Primary residential sign standards.

a. Boundary Marker: One boundary marker or monument may be located at each corner of neighborhoods or subdivisions to include the name of the neighborhood or subdivision, and the insignia or logo, provided that the sign area, comprising name, insignia and logo, may not exceed 120 square feet and may not exceed the height or length of the monument or structure upon which it is located.

b. Entrance Signs: A maximum of three ground or wall-mounted entrance signs may be located at a neighborhood or subdivision entrance. Such signs may be used to identify the location of neighborhoods, districts, recreation areas, etc. Sign area shall not exceed 200 square feet, and the sign shall not exceed the height or length of the wall or monument upon which it is located.

8. Other signs. In addition to the signs listed above, the following other signs are allowed throughout the District:

a. Temporary Signs: Temporary signs are permitted, including project identification, boundary marker, real estate, sales center identification, and directional signs. Each sign may not exceed 160 square feet in area, and may not exceed 20 feet in height. Temporary signs may remain in place simultaneously with primary signage until the Babcock Charlotte community reaches 99 percent build-out.

b. Special Event Signs: Special event signs, with sign area not to exceed 32 square feet, may be displayed to announce or advertise such activities as open houses, grand openings, community fairs or programs or charitable, or educational events.

c. Construction Entrance Signs: Two construction entrance signs may be located at appropriate distances ahead of each construction entrance. Each sign area shall not exceed 20 square feet.

d. Traffic Signs: Traffic signs such as street signs, stop signs, and speed limit signs may be designed to reflect a common architectural theme. Traffic signs shall meet all FDOT safety standards.

e. Community gateways shall be considered where the District interfaces with the external community along State Road 31. Community gateway signage shall be approved as part of a Pattern Book.

(K) *Home Occupations.* Home occupations shall be allowed in conjunction with any residential use subject to the standards provided herein.

1. Home occupations shall be subordinate and incidental to the primary residential use.

2. Home occupations shall be conducted by the residents of the principal dwelling unit and not more than one nonresident employee.

3. Home occupations shall be conducted entirely within a dwelling unit or accessory structure.

4. No home occupation shall utilize any process or equipment with a potential for creating a life/safety hazard, as may be determined by the Zoning Official or Fire Marshall.

5. The floor area of the home occupation within the principal building shall be limited to 25 percent of the total residential floor area.

6. No merchandise shall be stored on the premises, except such merchandise that can be produced on the premises. Other merchandise may be kept on the premises temporarily prior to distribution to the consumer. No merchandise, goods, supplies, equipment, or materials shall be displayed or stored outdoors.

7. No alterations to the exterior or interior of structures, temporary or permanent, that change the essential residential character of the land or structures on a lot shall be permitted, except that one non-illuminated nameplate or wall placard, not to exceed two square feet in area, may be attached to the building on or next to the entrance.

8. The creation of noise, vibration, glare, fumes, odors, or electrical interference that has an adverse impact on nearby properties is not permitted.

9. The creation of visual or audible interference with any radio, television, phone, or internet connection off the premises, or the creation of fluctuations in line voltage off the premises, is not permitted.

10. The following are not permitted as home occupations: detailing, servicing or repairing of motor vehicles; grooming, treating, boarding or propagating animals, poultry or livestock; production of pornographic material; or the medical care or treatment of persons such as medical practices or nursing facilities (however, home child daycare services, Certified Massage Therapists and licensed psychologists and psychiatrists are allowed).

(e) Special provisions for development approval within the District

(A) An inter-departmental review team may be established to ensure orderly consideration of all applications subject to review and to streamline the review process for projects within the District.

(B) Any application for County development permit within the District must be accompanied by documentation of approval by the Master Developer, or its successor or assign, in order for the application to be accepted by the County.

(C) *Subdivision/Construction Plans.* Subdivision — Construction plans and plats shall follow the procedures and authorization provisions of Chapter 3-7 of the County Code, subject to exceptions enumerated herein and modifications and waivers granted through approval of a Pattern Book.

1. Submission, review, and approval of subdivision plats for the project may be accomplished in phases to correspond with the planned development of the property.

2. Construction plans may be submitted, reviewed, and approved concurrently with plat applications.

3. Preliminary and final plat applications may be concurrently reviewed and processed for approval.

4. Determination of the adequacy of public facilities may be stipulated at time of construction plan approval and plat approval on the condition that connection to water and sewer service facilities is demonstrated at time of Certificate of Occupancy.

(D) *Assurance of completion of improvements.* Subdivision plats may be accepted if all infrastructure is not constructed, provided that security in the form of a surety or cash performance bond is posted with the Board of County Commissioners and made payable to the County in an amount equal to 110 percent of the full cost of installing the remaining required improvements approved by the County for each phase of development. In the event that the improvements are not completed per the applicable Development Agreement, it is understood that: (1) the County may request and/or utilize the full amount of the bond at its sole and absolute discretion, (2) because there are no Third Parties to this agreement, no Third Parties can or should rely on this agreement and/or bond, including but not limited to future lot owners, successor and assigns, and (3) nothing shall be construed as the County voluntarily assuming the obligation to perform any act of construction or maintenance under this Agreement and/or the bond. Upon County acceptance of any portion of the infrastructure, the surety or cash performance bond may be adjusted and renewed at any time at 110 percent of the cost of completing remaining required improvements until completion. The Board may also accept letters of credit or escrow account agreements or other forms of security provided the County Attorney approves the document.

(E) Construction trailers, sales centers and model homes. Model homes, sales centers, sales offices, construction offices, and other uses and structures related to the promotion and sale of real estate shall be permitted as either "wet" or "dry" facilities. A "dry" facility allows for the issuance of a building permit for a structure to be used temporarily under a conditional certificate of occupancy for sales, display and promotion before connections to a central water and wastewater utility are available. "Dry" facilities are not to be occupied by sales staff. Connections to a central water and wastewater utility are required for a "dry" facility to be converted for permanent certificate of occupancy as a dwelling unit. A "wet" facility is equipped with water and wastewater and can be occupied by sales staff and used for sales, display and promotion under a conditional certificate of occupancy. "Wet" facilities may use septic tanks or holding tanks for waste disposal subject to the Florida Administrative Code, and may use potable or irrigation wells. Connections to a central water and wastewater utility are required for a "wet" model home to be converted for permanent certificate of occupancy as a dwelling unit.

1. For each subdivision, the maximum allowable number of model homes is ten or ten percent of proposed dwelling units within the subdivision, whichever is greater.

2. Both "wet" and "dry" facilities may be constructed upon building permit approval following the first round of County review for plat approval, prior to final plat.

3. A "wet" facility may be served by a temporary utility system with ultimate connection to the central system. Interior fire protection facilities in accordance with NFPA requirements are required unless a permanent water system is available.

4. A water management plan shall be provided which accommodates water run-off from the facility, parking areas, access road/driveway and other impervious surfaces.

5. Site Plan approval is required for sales centers and for "wet" models to function as sales offices. Site Plan approval is not required for single family "dry" models or construction trailers.

(F) *Site Plan Approval.* The site plan approval process shall follow the procedures and authorization provisions of Sec. 3-9-7 of the County Code, subject to exceptions herein and modifications and waivers granted through approval of a Pattern Book.

(G) *Special Exceptions.* Special exceptions shall be subject to the procedures set forth in Sec. 3-9-6.2 of the County Code.

(H) *Waivers and Deviations.*

1. Waivers for relief from submittal requirements may be granted by the Zoning Official through approval of a Pattern Book or upon request at time of plan or plat application submittal to reduce the submittal requirements of Chapter 3-7 and Sec. 3-9-7 of the County Code. Once official copies of federal, state or regional permits and development approval records in effect for the District are established on file with the Department of Community Development, requirements to submit copies of those permits or development approvals with plat, construction plan or site plan applications shall be waived to reduce the waste associated with duplication of multiple copies of documents as long as they are unchanged, because of the unique nature of the District, which will develop in a succession of phases, subject to multiple and extensive agency permitting documents.

2. Waivers and deviations may be granted through approval of Pattern Books as authorized in subsection (a)(E), which may define development and design standards applicable within a defined site, area, or subdistrict for matters including but not limited to setbacks, building heights, building orientation, parking, loading, landscaping, lighting, signage, density, intensity, lot sizes, coverages, standards for roadway design and rights-of-way, waiver of submittal requirements, and deviations. Approval of Pattern Books shall be issued by the Zoning Official upon finding that standards, waivers, and deviations are consistent with public health, safety and welfare. An amendment to an approved Pattern Book may be requested at any time by the developer or applicant authorized by the developer, to be approved by the Zoning Official. Approval of Pattern Books and Pattern Book amendments shall not be unreasonably withheld, and if approval is not granted by the Zoning Official within 30 days of submittal, the Pattern Book shall be subject to review and approval by the Board of County Commissioners. If standards defined in an approved Pattern Book conflict with provisions of this Babcock Zoning Code or the County Code, the Pattern Book shall apply.

(I) Summary Phasing Plan. A Phasing Plan is established to set forth the minimum non-residential square footage required for the number of dwelling units at the time of issuance of certificate of occupancy of the last dwelling unit of any particular threshold. The Phasing Plan is subject to adjustment through the DRI, State, Federal, or local permitting process. DRI Incremental Development Orders shall establish the detailed phasing of development within the Increment. The DRI Incremental Development Orders shall determine the amount of residential and non-residential development allocated within the Town Center, each Village, and each Hamlet, respectively, to ensure that development is orderly, maximize efficiency of infrastructure, and provide for specific infrastructure improvements needed to meet prescribed levels of service. The intent is that non-residential uses will be provided to serve the occupancy of dwelling units.

Table 3. Summary Phasing Plan

Residential Dwelling Units (C/O)	Non-Residential s.f. (Cumulative)*1
2,500	10,000
4,000	300,000
7,000	600,000
10,000	1,000,000
12,000	1,250,000
14,000	1,550,000
16,000	2,000,000
17,870	3,000,000*2

*1 – All non-residential square footage is cumulative by Certificate of Occupancy threshold.
*2 – Non-residential square footage threshold is minimum.

Sec. 3-9-51.1 Babcock Community Pattern Book

(A) Pattern Books may be submitted to define development parameters and design standards applicable within a defined site, area or subdistrict to establish some or all of the governing design parameters and standards, which may constitute waivers of submittal requirements and deviations, including but not limited to: setbacks, building heights, building orientation, parking, loading, landscaping, lighting, signage, density, intensity, lot sizes, coverages, and standards for roadway design and rights-of-way. Approval of Pattern Books shall be issued by the Zoning Official or designee (Zoning Official) upon finding that standards, waivers, and deviations are consistent with public health, safety and welfare. An amendment to an approved Pattern Book may be requested at any time, to be approved by the Zoning Official. Approval of Pattern Books and Pattern Book amendments shall not be unreasonably withheld, and if approval is not granted by the Zoning Official within 30 days of submittal, the Pattern Book shall be subject to review and approval by the Board of County Commissioners. Where standards defined in an approved Pattern Book conflict with provisions of the Babcock Zoning Code or the County Code, the Pattern Book shall apply. Development in areas that are not subject to a Pattern Book shall be governed by the standards and provisions set forth in this Babcock Zoning Code. Approved Pattern Books shall be available for inspection at the Community Development Department.

(B) The initial Pattern Book, submitted to Charlotte County in July 2014, is hereby approved by the Board of County Commissioners on November 25, 2014.

FLORIDA DEPARTMENT of STATE

RICK SCOTT
Governor

KEN DETZNER
Secretary of State

December 1, 2014

Ms. Barbara T. Scott
Clerk of the Circuit Court
Charlotte County
18500 Murdock Circle, Room 416
Port Charlotte, Florida 33948

Attention: Ms. Michelle L. DiBerardino, Deputy Clerk Commission Minutes

Dear Ms. Scott:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Charlotte County Ordinance No. 2014-077, which was filed in this office on December 1, 2014.

Sincerely,

Ernest L. Reddick
Program Administrator

ELR/lb

R. A. Gray Building • 500 South Bronough Street • Tallahassee, Florida 32399-0250
Telephone: (850) 245-6270 • Facsimile: (850) 488-9879
www.dos.state.fl.us

SUN NEWSPAPERS

Charlotte • DeSoto • Englewood • North Port • Venice

PUBLISHER'S AFFIDAVIT OF PUBLICATION
STATE OF FLORIDA
COUNTY OF CHARLOTTE:

Before the undersigned authority personally appeared Casandra Cancelliere, who on oath says that she is legal clerk of the Charlotte Sun, Englewood Sun, and North Port Sun, a newspaper published at Charlotte Harbor in Charlotte County, Florida; that the attached copy of advertisement, being a Notice of Public Hearing, was published in said newspaper in the issues of:

November 10, 2014

Affiant further says that the said newspaper is a newspaper published at Charlotte Harbor, in said Charlotte County, Florida, and that the said newspaper has heretofore been continuously published in said Charlotte County, Florida, Sarasota County, Florida and DeSoto County, Florida, each day and has been entered as periodicals matter at the post office in Punta Gorda, in said Charlotte County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

(Signature of Affiant)

Sworn and subscribed before me this 10th day of November, 2014.

(Signature of Notary Public)

PHYLIS MOLL
Notary Public - State of Florida
My Comm. Expires Aug 27, 2017
Commission # FF 48827

Page 1
#1102.50

Personally known ✓ OR Produced Identification ___

Type of Identification Produced _____

[Page Two of Two]

Home Occupations Legislative Countywide
An Ordinance amending Charlotte County Code Chapter 3-9, by deleting Section 3-9-79, Home Occupations in its entirety, and creating a new section 3-9-74, Home Occupations; providing for purpose and intent; provide for general conditions for home occupations; provide for minor home occupations; provide for major home occupations; providing for conflict with other ordinances; providing for severability; and providing for an effective date. Applicant: Charlotte County Board of County Commissioners.

Industrial General (IG) Zoning District Legislative Countywide
An Ordinance amending Charlotte County Code Chapter 3-9, by deleting Section 3-9-46, Industrial Office Park (IOP) and Section 3-9-47, Industrial Light (IL) in their entirety, and creating new Section 3-9-43, Industrial General (IG) zoning, providing for intent; providing for permitted uses and structures; providing for accessory uses and structures; providing for conditional uses and structures; providing for prohibited uses and structures; providing for special exceptions; providing for development standards; providing for conflict with other ordinances; providing for severability; and providing for an effective date. Applicant: Charlotte County Board of County Commissioners.

Industrial Intensive (II) Zoning District Legislative Countywide
An Ordinance amending Charlotte County Code Chapter 3-9, by deleting Section 3-9-48, Industrial General (IG) in its entirety and creating new Section 3-9-44, Industrial Intensive (II) zoning, providing for intent; providing for permitted uses and structures; providing for accessory uses and structures; providing for conditional uses and structures; providing for prohibited uses and structures; providing for special exceptions; providing for development standards; providing for conflict with other ordinances; providing for severability; and providing for an effective date. Applicant: Charlotte County Board of County Commissioners.

Junklike Conditions Prohibited Legislative Countywide
An Ordinance amending Charlotte County Code Chapter 3-9, by deleting Section 3-9-61, Abandoned Vehicles, Section 3-9-62, Watercraft Abandoned, Derelict or a Hazard to Navigation, Section 3-9-81, Junkyards and automobile Wrecking Yards and Section 3-9-82.1, Junk and Junkyard Conditions Prohibited in their entirety, and creating new Section 3-9-76, Junklike Conditions Prohibited, providing for the dumping or storage of junk; providing for a single unlicensed motor vehicle parking requirement; providing for conditions to remove junk; providing for conflict with other ordinances; providing for severability; and providing for an effective date. Applicant: Charlotte County Board of County Commissioners.

Legal Nonconformities Legislative Countywide
An Ordinance amending Charlotte County Code Chapter 3-9, by revising Section 3-9-10, Nonconformities and renaming this Section to Legal Nonconformities; providing for revised development requirements for nonconforming lots of record; providing for current nonconforming use; providing for conforming uses; providing revised development requirements for nonconforming structures; providing for conflict with other ordinances; providing for severability; and providing for an effective date. Applicant: Charlotte County Board of County Commissioners.

Manufactured Home Conventional (MHC) Zoning District Legislative Countywide
An Ordinance amending Charlotte County Code Chapter 3-9, by deleting Section 3-9-36, Mobile Home Subdivision (MHS) and Section 3-9-37, Mobile Home Conventional (MHC) in their entirety, and creating new Section 3-9-37, Manufactured Home Conventional (MHC) zoning, providing for intent; providing for permitted uses and structures; providing for accessory uses and structures; providing for conditional uses and structures; providing for prohibited uses and structures; providing for special exceptions; providing for development standards; providing for conflict with other ordinances; providing for severability; and providing for an effective date. Applicant: Charlotte County Board of County Commissioners.

Manufactured Home Park (MHP) Zoning District Legislative Countywide
An Ordinance amending Charlotte County Code Chapter 3-9, by deleting Section 3-9-35, Mobile Home Park (MHP) in its entirety and creating new Section 3-9-36, Manufactured Home Park (MHP) zoning, providing for intent; providing for permitted uses and structures; providing for accessory uses and structures; providing for conditional uses and structures; providing for prohibited uses and structures; providing for special exceptions; providing for development standards; providing for conflict with other ordinances; providing for severability; and providing for an effective date. Applicant: Charlotte County Board of County Commissioners.

Model Homes Legislative Countywide
An Ordinance amending Charlotte County Code Chapter 3-9, by revising Section 3-9-87, Model Residential Units and renumbering to Section 3-9-78, and renaming to Model Homes; providing for conflict with other ordinances; providing for severability; and providing for an effective date. Applicant: Charlotte County Board of County Commissioners.

Office, Medical and Institutional (OMI) Zoning District Legislative Countywide
An Ordinance amending Charlotte County Code Chapter 3-9, by deleting Section 3-9-39, Office, Medical and Institutional (OMI) in its entirety and recreating Section 3-9-39, Office, Medical and Institutional (OMI) zoning, providing for intent; providing for permitted uses and structures; providing for accessory uses and structures; providing for conditional uses and structures; providing for prohibited uses and structures; providing for special exceptions; providing for development standards; providing for conflict with other ordinances; providing for severability; and providing for an effective date. Applicant: Charlotte County Board of County Commissioners.

Parks and Recreation (PKR) Zoning District Legislative Countywide
An Ordinance amending Charlotte County Code Chapter 3-9, by deleting Section 3-9-29, Marine Park (MP) in its entirety and creating new Section 3-9-29, Parks and Recreation (PKR) zoning, providing for intent; providing for permitted uses and structures; providing for accessory uses and structures; providing for conditional uses and structures; providing for prohibited uses and structures; providing for special exceptions; providing for development standards; providing for conflict with other ordinances; providing for severability; and providing for an effective date. Applicant: Charlotte County Board of County Commissioners.

Places of Worship Legislative Countywide
An Ordinance amending Charlotte County Code Chapter 3-9, by revising Section 3-9-80.1, Houses of Worship, renumbering and renaming as Section 3-9-82, Places of Worship; providing for conflict with other ordinances; providing for severability; and providing for an effective date. Applicant: Charlotte County Board of County Commissioners.

Residential Estates (RE) Zoning District Legislative Countywide
An Ordinance amending Charlotte County Code Chapter 3-9, by deleting Section 3-9-31, Residential Estates (RE) in its entirety and creating new Section 3-9-32, Residential Estates (RE) zoning, providing for intent; providing for permitted uses and structures; providing for accessory uses and structures; providing for conditional uses and structures; providing for prohibited uses and structures; providing for special exceptions; providing for development standards; providing for conflict with other ordinances; providing for severability; and providing for an effective date. Applicant: Charlotte County Board of County Commissioners.

Residential Multi-Family Tourist (RMF-T) Zoning District Legislative Countywide
An Ordinance amending Charlotte County Code Chapter 3-9, by deleting Section 3-9-34, Residential Multi-Family Tourist (RMF-T) in its entirety and creating new Section 3-9-35, Residential Multi-Family Tourist (RMF-T) zoning, providing for intent; providing for permitted uses and structures; providing for accessory uses and structures; providing for conditional uses and structures; providing for prohibited uses and structures; providing for special exceptions; providing for development standards; providing for conflict with other ordinances; providing for severability; and providing for an effective date. Applicant: Charlotte County Board of County Commissioners.

Residential Multi-Family (RMF) Zoning District Legislative Countywide
An Ordinance amending Charlotte County Code Chapter 3-9, by deleting Section 3-9-33, Residential Multi-Family (RMF) in its entirety and creating new Section 3-9-34, Residential Multi-Family (RMF) zoning, providing for intent; providing for permitted uses and structures; providing for accessory uses and structures; providing for conditional uses and structures; providing for prohibited uses and structures; providing for special exceptions; providing for development standards; providing for conflict with other ordinances; providing for severability; and providing for an effective date. Applicant: Charlotte County Board of County Commissioners.

Residential Single Family (RSF) Zoning District Legislative Countywide
An Ordinance amending Charlotte County Code Chapter 3-9, by deleting Section 3-9-32, Residential Single Family (RSF) in its entirety and creating new Section 3-9-33, Residential Single Family (RSF) zoning, providing for intent; providing for permitted uses and structures; providing for accessory uses and structures; providing for conditional uses and structures; providing for prohibited uses and structures; providing for special exceptions; providing for development standards; providing for conflict with other ordinances; providing for severability; and providing for an effective date. Applicant: Charlotte County Board of County Commissioners.

Recreational Vehicle Park (RVP) Zoning District Legislative Countywide
An Ordinance amending Charlotte County Code Chapter 3-9, by deleting Section 3-9-38, Recreational Vehicle Park (RVP) in its entirety and recreating Section 3-9-38, Recreational Vehicle Park (RVP) zoning; providing for intent; providing for permitted uses and structures; providing for accessory uses and structures; providing for conditional uses and structures; providing for prohibited uses and structures; providing for special exceptions; providing for development standards; providing for conflict with other ordinances; providing for severability; and providing for an effective date. Applicant: Charlotte County Board of County Commissioners.

Accessory Outdoor Retail Sales, Display and Storage Legislative Countywide
An Ordinance amending Charlotte County Code Chapter 3-9, by creating new Section 3-9-61, Accessory Outdoor Retail Sales, Display and Storage; providing for purpose and applicability; providing for requirements for accessory outdoor retail sales, display and storage; providing for conflict with other ordinances; providing for severability; and providing for an effective date. Applicant: Charlotte County Board of County Commissioners.

Section 3-9-5 — **Legislative** — **Countywide**

An Ordinance amending Charlotte County Code Chapter 3-9, by deleting Section 3-9-68, Authority to Enter Upon Private Property, Section 3-9-72, Deed Restrictions, Section 3-9-75, Exceptions to Required Yards, Section 3-9-5.2, Expedited Permitting Process for Certified Affordable Housing Development, Section 3-9-76, Exclusions from Height Limitations, Section 3-9-78, Form of Ownership, Section 3-9-86, Moving of Structures and Section 3-9-93, Property Frontage in their entirety, and creating new Section 3-9-5.1, Authority to Enter Upon Private Property, Section 3-9-5.2, Deed Restrictions, Section 3-9-5.3, Exceptions to Required Yards, Section 3-9-5.4, Expedited Permitting Process for Certified Affordable Housing Development, Section 3-9-5.5, Exclusions from Height Limitations, Section 3-9-5.6, Form of Ownership, Section 3-9-5.7, Moving of Structures and Section 3-9-8, Property Frontage, and revising Section 3-9-5, Administration and Enforcement, Building Permits; providing for conflict with other ordinances; providing for severability; and providing for an effective date. Applicant: Charlotte County Board of County Commissioners.

Section 3-9-27 — **Legislative** — **Countywide**

An Ordinance amending Charlotte County Code Chapter 3-9, by revising Section 3-9-27, Application of District Regulations; providing for conflict with other ordinances; providing for severability; and providing for an effective date. Applicant: Charlotte County Board of County Commissioners.

Site Plan Review — **Legislative** — **Countywide**

An Ordinance amending Charlotte County Code Chapter 3-9, by revising Section 3-9-5.1, Site Plan Review and renumbering to Section 3-9-7, Site Plan Review; providing for applicability and procedure; providing for initiation; providing for application requirements; providing for requirements of amendments and changes to land Development Regulations; providing for preliminary site plan review; providing for final site plan review; providing for conformity to plan; providing for modification of site plans; providing for conflict with other ordinances; providing for severability; and providing for an effective date. Applicant: Charlotte County Board of County Commissioners.

Temporary Uses — **Legislative** — **Countywide**

An Ordinance amending Charlotte County Code Chapter 3-9, by revising Section 3-9-95.1, Temporary Uses, and renumbering as Section 3-9-87; providing for revised application process and fees; providing for conflict with other ordinances; providing for severability; and providing for an effective date. Applicant: Charlotte County Board of County Commissioners.

Land Development Regulations Table of Contents — **Legislative** — **Countywide**

An Ordinance amending Charlotte County Code Chapter 3-9, by reorganizing the table of contents; deleting some sections in their entirety; creating new sections; revising some sections; renumbering sections in alphabetic order in Article III, Special Regulations; providing for conflict with other ordinances; providing for severability; and providing for an effective date. Applicant: Charlotte County Board of County Commissioners.

Use Table – Commercial Districts — **Legislative** — **Countywide**

An Ordinance amending Charlotte County Code Chapter 3-9, by adding new Section 3-9-26.3, Use Table – Commercial Districts; providing for a list of permitted uses and structures under Office, Medical and Insitutional (OMI), Commercial Neighborhood (CN), Commercial General (CG) and Commercial Tourist (CT) Zoning Districts; providing for a list of conditional uses and structures under OMI, CN, CG and CT Zoning Districts; providing for a list of Special Exception uses under OMI, CN, CG and CT Zoning Districts; providing for conflict with other ordinances; providing for severability; and providing for an effective date. Applicant: Charlotte County Board of County Commissioners.

Use Table – Environmental and Agricultural Districts — **Legislative** — **Countywide**

An Ordinance amending Charlotte County Code Chapter 3-9, by adding new Section 3-9-26.1, Use Table – Environmental and Agricultural Districts; providing for a list of permitted uses and structures under Environmentally Sensitive (ES), Parks and Recreations (PKR), Agriculture (AG) and Excavation and Mining (EM) Zoning Districts; providing for a list of conditional uses and structures under ES, AG and EM Zoning Districts; providing for a list of Special Exception uses under ES, AG and EM Zoning Districts; providing for conflict with other ordinances; providing for severability; and providing for an effective date. Applicant: Charlotte County Board of County Commissioners.

Use Table – Industrial Districts — **Legislative** — **Countywide**

An Ordinance amending Charlotte County Code Chapter 3-9, by adding new Section 3-9-26.4, Use Table – Industrial Districts; providing for a list of permitted uses and structures under Industrial General (IG) and Industrial Intensive (II) Zoning Districts; providing for a list of conditional uses and structures under IG and II Zoning Districts; providing for a list of Special Exception uses under IG and II Zoning Districts; providing for conflict with other ordinances; providing for severability; and providing for an effective date. Applicant: Charlotte County Board of County Commissioners.

Use Table – Residential Districts — **Legislative** — **Countywide**

An Ordinance amending Charlotte County Code Chapter 3-9, by adding new Section 3-9-26.2, Use Table – Residential Districts; providing for a list of permitted uses and structures under Residential Estate (RE), Residential Single-family (RSF), Residential Multi-family (RMF), Residential Multi-family Tourist (RMF-T), Manufactured Home Park (MHP), Manufactured Home Conventional (MHC), and Recreational Vehicle Park (RVP) Zoning Districts; providing for a list of conditional uses and structures under RE, (RSF), RMF, MHP, MHC, and RVP Zoning Districts; providing for a list of Special Exception uses under RE, (RSF), RMF, MHP, MHC, and RVP Zoning Districts; providing for conflict with other ordinances; providing for severability; and providing for an effective date. Applicant: Charlotte County Board of County Commissioners.

Z-14-08-12 — **Quasi-Judicial** — **Commission District 1**

An Ordinance pursuant to Section 125.66, Florida Statutes, amending the Charlotte County Zoning Atlas from Residential Single-family 3.5 (RSF-3.5) to Residential Estates 1 (RE-1), for property located at 1374 Blanot Drive and 27347 San Carlos Drive, in the Harbor Heights area, containing 1.46+ acres; Commission District 1; Petition No. Z-14-08-12; Applicants: Kendall V. and Trac e A. Baird; providing an effective date.

SHOULD ANY AGENCY OR PERSON DECIDE TO APPEAL ANY DECISION MADE BY THE BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING, A RECORD OF THE PROCEEDING AND FOR SUCH PURPOSE, A VERBATIM RECORD OF THE PROCEEDING IS REQUIRED, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

Charlotte County Board of County Commissioners does not discriminate on the basis of disability. This nondiscrimination policy involves every aspect of the County's functions, including access to and participation in meetings, programs and activities. FM Sound Enhancement Units for the Hearing Impaired are available at the Front Security Desk, Building A of the Murdock Administration Complex. Anyone needing other reasonable accommodation or auxiliary aids and services please contact our Office at 941-764-4191, TDD/TTY 941-743-1234, or by email to Terri.Hendriks@charlottefl.com.

Publish: November 10, 2014

470729

Attachment 11:

Babcock Community Pattern Book

BABCOCK COMMUNITY

PATTERN BOOK

Prepared by
Johnson
Engineering, Inc.
for Kitson & Partners

Submitted to
Charlotte County
July 2014

TABLE OF CONTENTS

1. Purpose of Pattern Book

2. Location

3. Vision

4. Community Framework

- Greenways and Open Space
- Mixed Use Residential Commercial Subdistrict
  - *Town Center*
  - *Village*
  - *Hamlet*
- North Babcock Subdistrict
- Transportation Facilities
  - *Typical Roads*

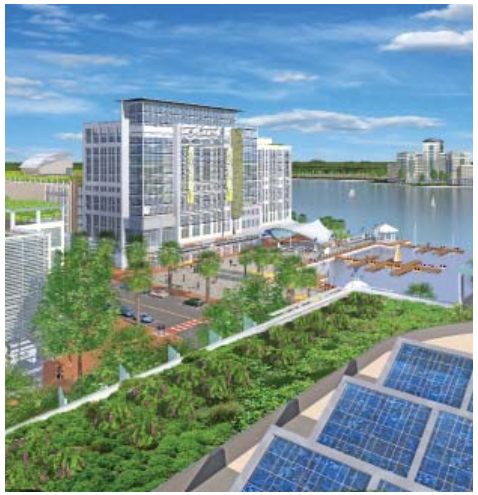
5. Special Provisions

PURPOSE OF PATTERN BOOK

This Babcock Pattern Book is a flexible and innovative planning tool that outlines some of the possible parameters for the implementation of development approvals adopted by the Charlotte County Board of County Commissioners through the Development of Regional Impact Master Development Order, Incremental Development Orders, Babcock Community goals, objectives and policies adopted in the Charlotte County Comprehensive Plan, and the Babcock Overlay Zoning District Land Development Regulations adopted in the Charlotte County Land Development Code.

The purpose of this Pattern Book is to provide guiding principles and standards for future development of a project of the scale and breadth of a project like Babcock, which is comprehensively planned to be innovative and forward thinking so that it may not fit all prescribed zoning and regulatory standards that are typically applied to conventional development. This Pattern Book is a tool to depict elements and options to complement and implement the adopted Babcock Overlay Zoning District regulations that may include elements such as setbacks, building heights, building orientation, parking, loading, landscaping, lighting, signage, density, intensity, lot sizes, coverages, and standards for roadway design and rights-of-way.

Due to the nature of a project of this size, scale, and complexity, flexibility to update this Pattern Book can be accomplished through amendments that may be requested at any time by the developer, to be approved by the Zoning Official or designee. The Pattern Book may be amended to offer flexibility that may not be found in County Land Development Regulations. To address smaller areas within Babcock, additional Pattern Books may be submitted and approved by the Zoning Official or designee to define and implement smaller area-specific development plans. The Pattern Book is intended to depict flexibility in design. Final design elements may vary from the illustrative drawings contained herein.

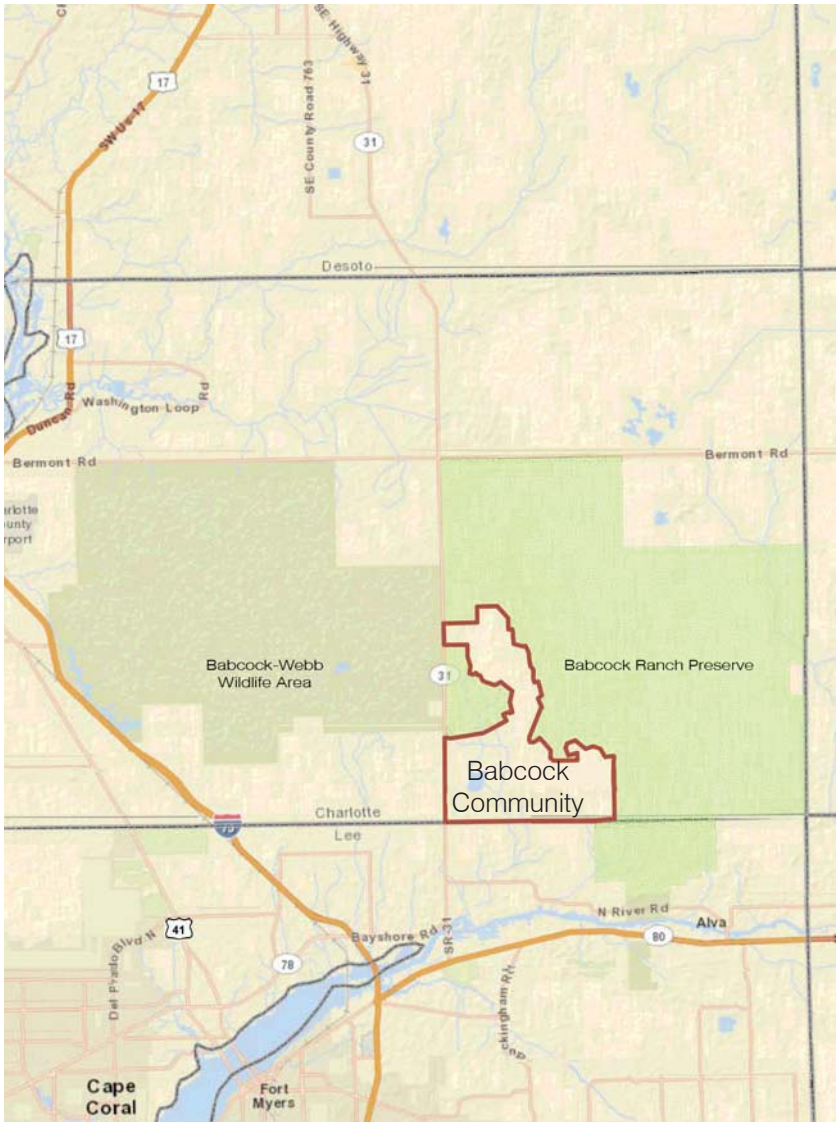


LOCATION

The Babcock Community is located within southeastern Charlotte County in Southwest Florida. The community lies north of County Road 78, south of County Road 74, and immediately east of State Road 31. This Pattern Book is intended for only land lying within Charlotte County, to be known as Babcock.

Babcock contains approximately 13,630 acres. Plans for Babcock are sensitive to the context of the area. The immediate vicinity of the community is rich with natural beauty. Fred C. Babcock/Cecil M. Webb Wildlife Management Area adjoins Babcock to the west. This Area comprises 65,758 acres and is managed by the Florida Fish and Wildlife Conservation Commission. Babcock Ranch "Preserve" adjoins Babcock to the east. The Preserve occupies 73,239 acres in southeast Charlotte County and northwest Lee County. The Preserve is intended to continue operating as a working ranch, with timbering and eco-tourism operations.

Babcock is within the Caloosahatchee River Watershed. Consistent with the context sensitive planning approach for the community, final outfall structures are planned to be placed to deliver water to similar locations to maintain flow patterns.



VISION

Babcock is envisioned to be a well-planned, environmentally friendly community that provides economic development and job growth opportunities alongside diverse natural and recreational experiences for its residents and visitors. The community is intended to include a mix of residential, retail and office commercial, light industrial, civic and educational facilities, open space, parks and recreational and institutional uses.

Regulations and development standards for the project have been created with the goal to create an integrated community that provides for conducive living environments for a diverse population, integrated transportation corridors and greenways that support walkability, land use options that respond to the marketplace and foster economic growth, and preservation of the natural environment. This vision for the community is achieved through the designation of extensive open spaces and greenways, and providing for variety and flexibility in uses, housing types, and transportation choices. The use of Pattern Books will provide flexibility through buildout of the project.

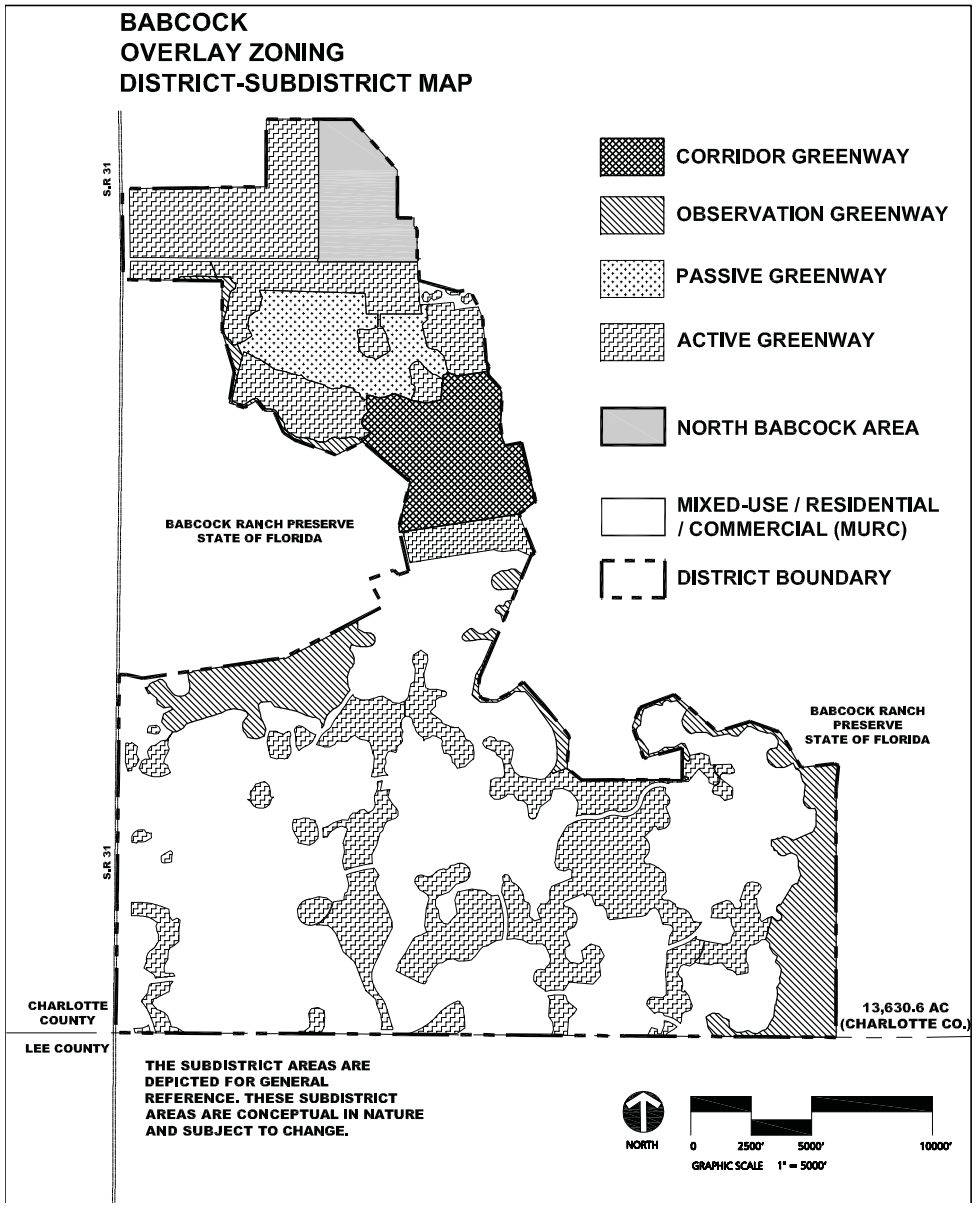
COMMUNITY FRAMEWORK

Babcock is conceived as a master-planned community, built upon a framework that focuses mixed use residential and commercial development in a Town Center, Villages and Hamlets that are tied together with a network of transportation facilities while upholding the quality of critical natural areas and systems.

Standards for residential, commercial, and mixed use development must be flexible to avoid cookie-cutter site design and homogeneous development patterns that are often the result of conventional zoning.

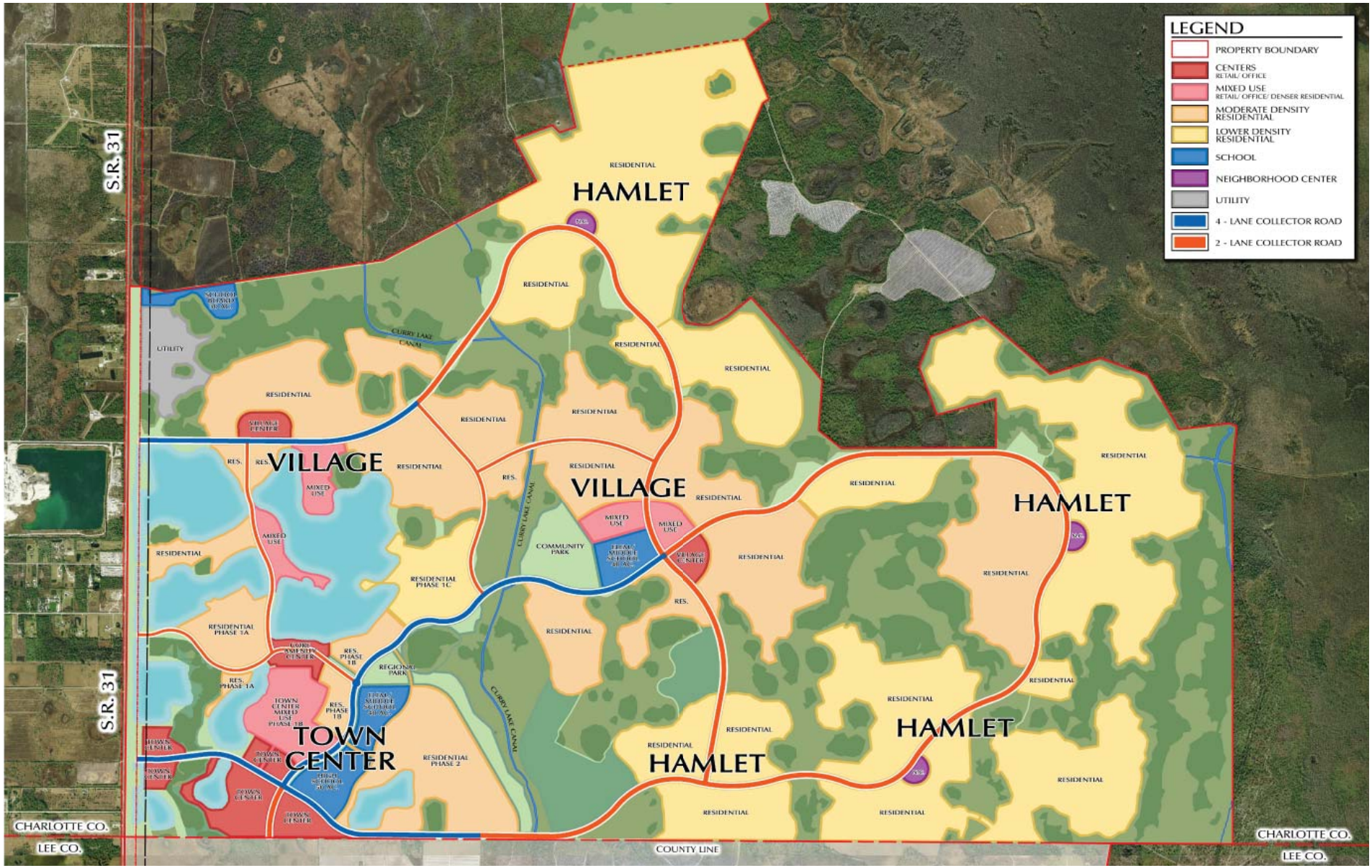
The Babcock Overlay Zoning District is established in the Land Development Code to define the geography, purpose and structure within which development is to be designed and built within the Babcock Community. Subdistricts are defined within those Land Development Regulations to align with Babcock master plan elements:

- Greenways
- Mixed Use Residential Commercial (MURC)
  - Town Center
  - Hamlet
  - Village
- North Babcock



Focus Area Plan

The Town Center, Villages and Hamlets are concentrated in the southern MURC area along with greenways that are designed to support natural functions integrated with the built environment.



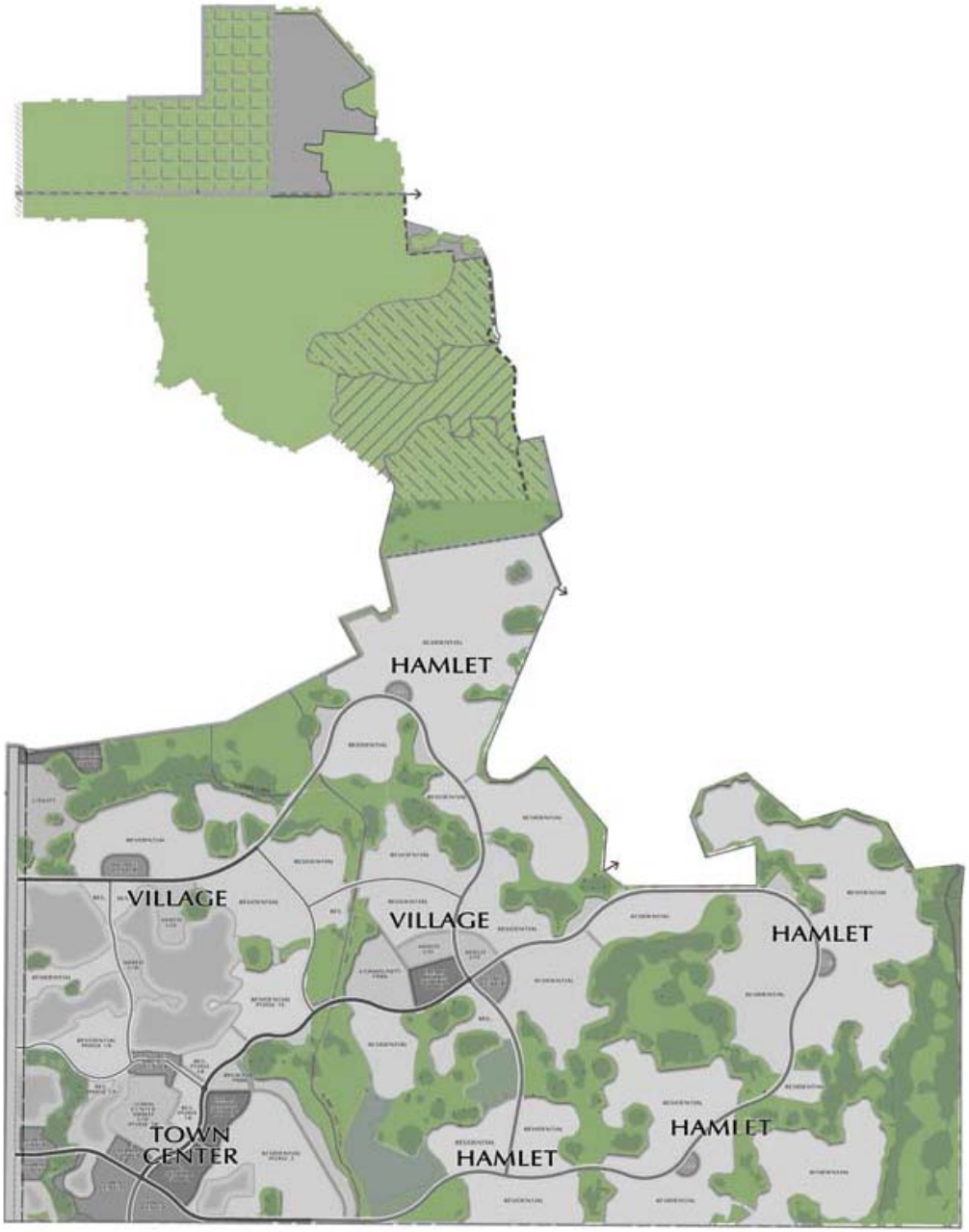
Greenways and **Open Space** are the foundation of the community's design.

Greenways may be environmentally sensitive lands, natural resource areas, or trails. The Babcock Overlay Zoning District - Subdistrict Map conceptually depicts four Greenway categories based on functional level of public use and natural resource protection. The four categories of Greenways are:

- Active Greenway
- Passive Greenway
- Observation Greenway
- Corridor Greenway

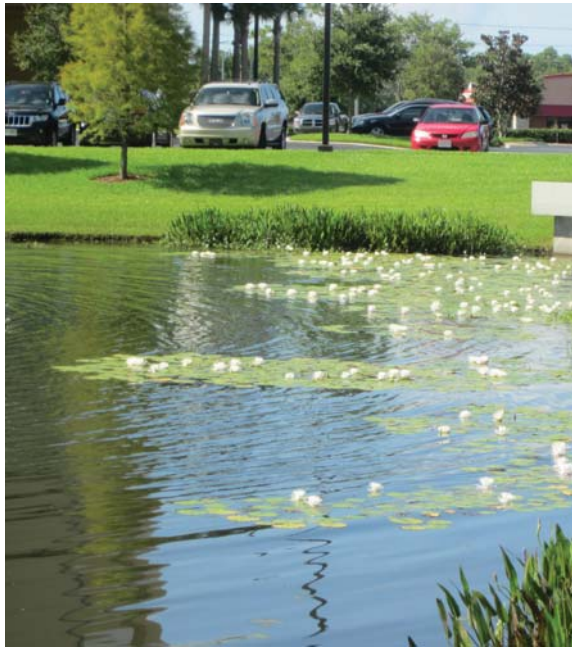
Greenways may be updated with each incremental DRI as required by the Babcock Ranch Community Master DRI Development Order. Greenways offer opportunities for, among other things, agriculture, green energy facilities, passive and active recreation, wildlife corridors, and natural preserves for the residents of Babcock to live in harmony with nature.

Open Space outside of Greenways may include clusters of vegetation, lakes, ponds, trails, bike paths, uplands, wetlands, passive recreation, and active recreation.

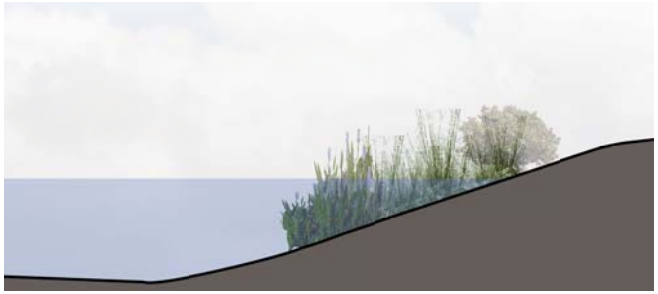


Open Spaces outside of Greenways add to community character and quality of life. Open Spaces may be included as integral elements of the built environment that allow for connection to the outdoors in the form of non-residential vegetated green space, parks, lakes and ponds, trails, paths, and upland and wetland areas.

Open spaces may range in size and scale appropriate to the community setting and may include, but are not limited to, the following uses: picnic areas, greenway trails, benches, boardwalks, golf courses, water management systems, biking/jogging/equestrian paths or trails, vita courses, bird-viewing blinds/tower, and interpretive facilities. Portions of parks and recreation facilities used for active recreation such as ball fields, golf courses, and other related recreation uses can be counted toward Open Space but only 50 percent of the area may be utilized for calculation purposes.



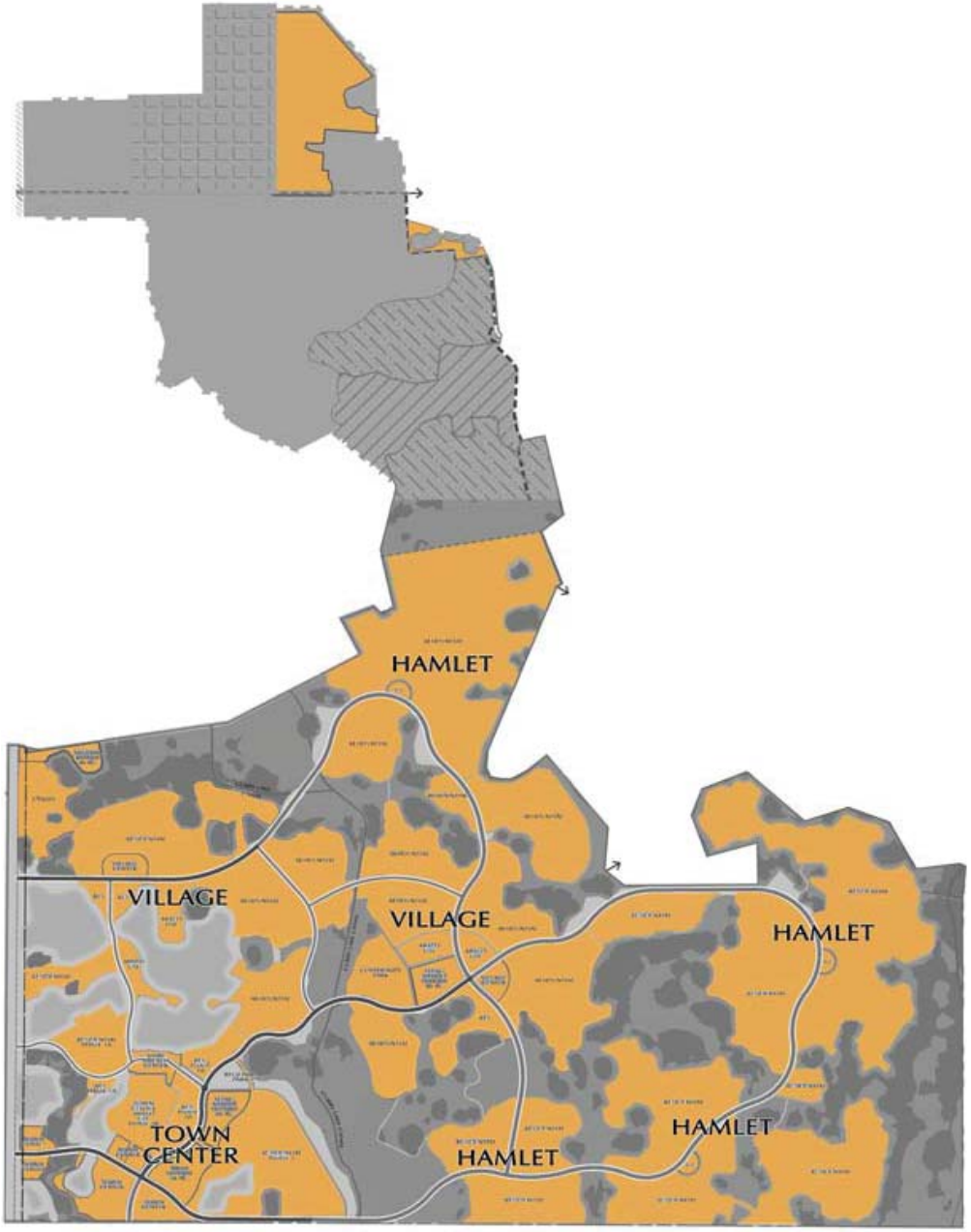
Lakes will be developed for purposes of stormwater management and as aesthetic features where appropriate. Lake design will vary by context, subject to applicable criteria and Water Management District requirements. Lakes in the Mixed Use Residential Commercial (MURC) areas may be designed with littoral zones, grassy banks, or hardened shorelines with materials such as rip rap, geo tube or bulkheading. This variety of lake design and bank treatment will provide for the full spectrum of lake form and function within the community. In locations where littorals are used, shoreline habitat will be enhanced and water quality will benefit through biological treatment. In locations where grassy banks are used, the residents will be able to experience walks along the lake and enjoy waterfront living. In locations with hardened shorelines, the sense of place is enhanced by providing connection between the built environment and the water.



This Pattern Book supplements the Land Development Regulations adopted for the Babcock Overlay Zoning District to implement the development standards for the MURC areas.

The MURC Subdistrict shall be the most diverse subdistrict, with a full range of uses to support a live, work, shop, play environment. Parking shall be provided on-street, off-street, and within parking structures. Buildings may be single or multi-use. The MURC Subdistrict may include residential, commercial, recreational, civic, industrial, and mixed uses. Commercial, civic and mixed use development is encouraged to serve as transition between intense uses such as industrial, warehousing, and distribution and residential uses per provisions of the Land Development Code.

On the following page are standards for the three forms of development anticipated in the MURC areas: Town Center, Villages, and Hamlet.



TOWN CENTER DEVELOPMENT CHARACTERISTICS

The Town Center is oriented to serve the cultural, shopping, employment and civic needs of residents of Babcock. The Town Center will also support the surrounding area outside of Babcock.

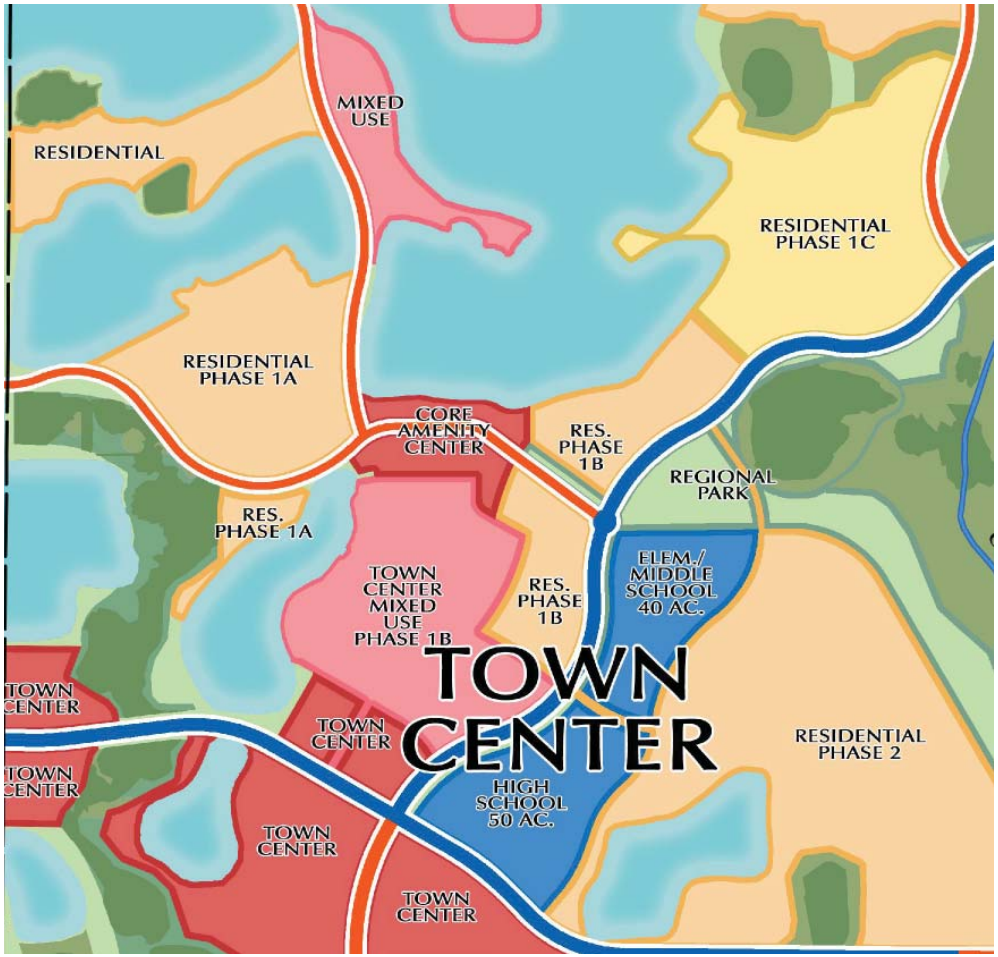
The commercial uses located within the Town Center shall be designed to provide for a safe pedestrian environment and pedestrian access.

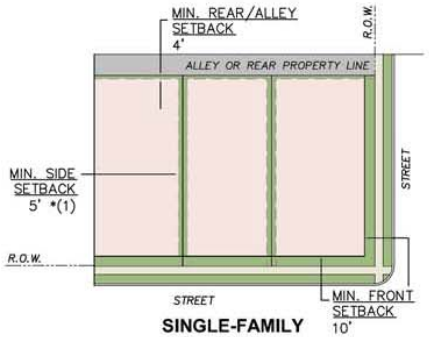
The Town Center shall also include stormwater management lakes and ponds in accordance with State and Federal permitting requirements.

The Town Center will allow a range of public and quasi-public uses including but not limited to educational and cultural facilities, utilities, fire/EMS, police substations, and churches. Co-location of these facilities will consolidate infrastructure and resources in an efficient way that provides convenience to residents.

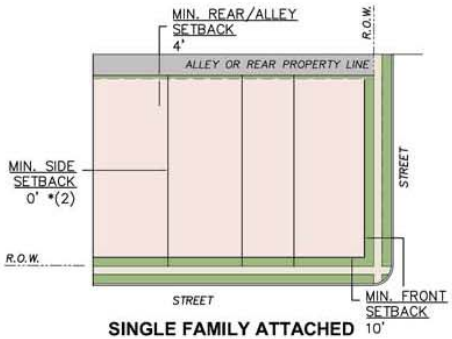
Centrally located open spaces, whether built or natural, active or passive, will provide a venue for public interaction and vibrant exchange among neighbors.

Net densities will range up to 24 units per acre.

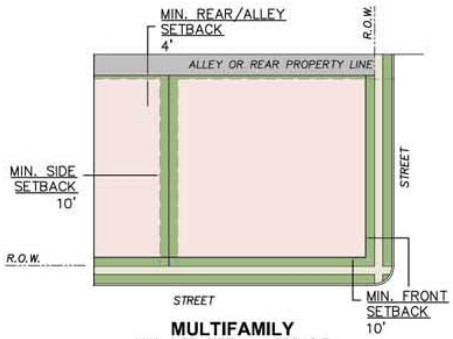




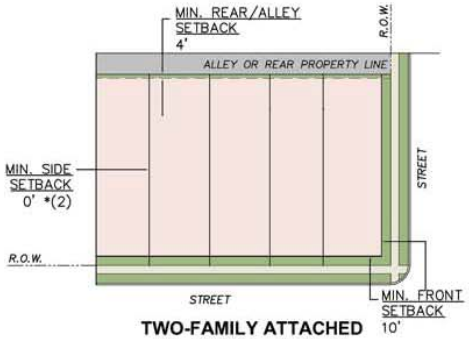
SINGLE-FAMILY DETACHED
MIN. LOT SIZE = 3,000 S.F.
MAX. HEIGHT = 45'



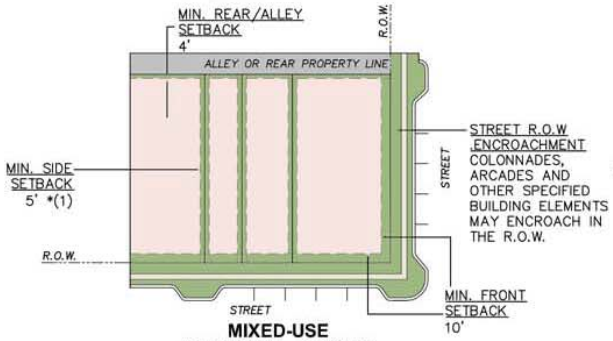
SINGLE FAMILY ATTACHED / TOWNHOUSE
MIN. LOT SIZE = 1,000 S.F.
MAX. HEIGHT = 60'



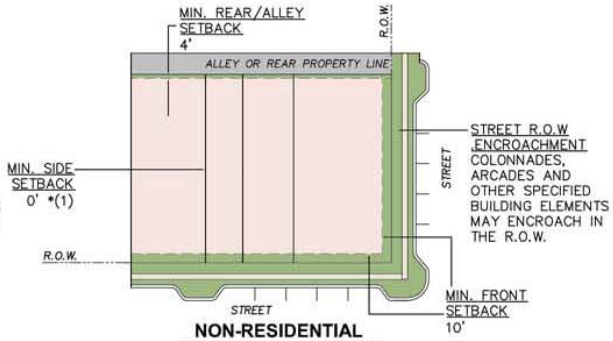
MULTIFAMILY
MIN. LOT SIZE = 1,000 S.F.
MAX. HEIGHT = 100'



TWO-FAMILY ATTACHED
MIN. LOT SIZE = 1,000 S.F.
MAX. HEIGHT = 60'



MIXED-USE
MIN. LOT SIZE = 1,000 S.F.
MAX. HEIGHT = 140'

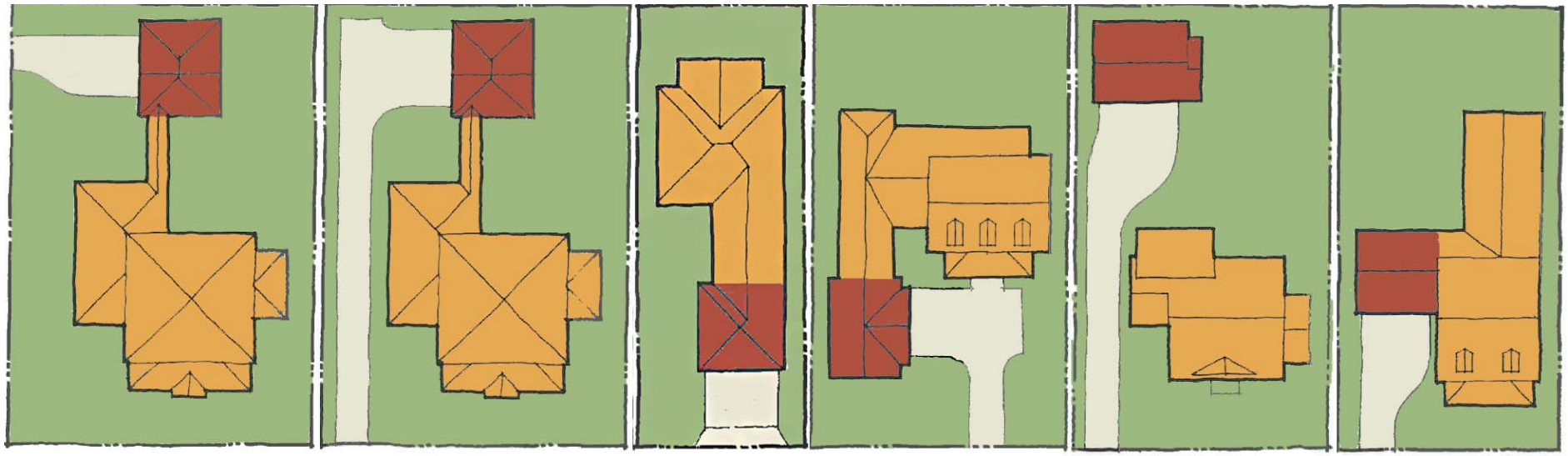


NON-RESIDENTIAL
MIN. LOT SIZE = 1,000 S.F.
MAX. HEIGHT = 140'

Notes:
-These layouts are for illustrative purposes. Final designs may deviate from those depicted.
- Accessory structures may be attached or detached. If detached, a minimum of a 10-foot separation is required.
(1)Subject to access requirements for emergency services and fire code.
(2)Attached two-family and attached single-family units are allowed a distance of 0 feet between attached units, however the terminal unit at the end of a series or pair of attached units must provide a minimum distance of 10 feet to the next principal structure.

TOWN CENTER COMMERCIAL BUILDING TYPES

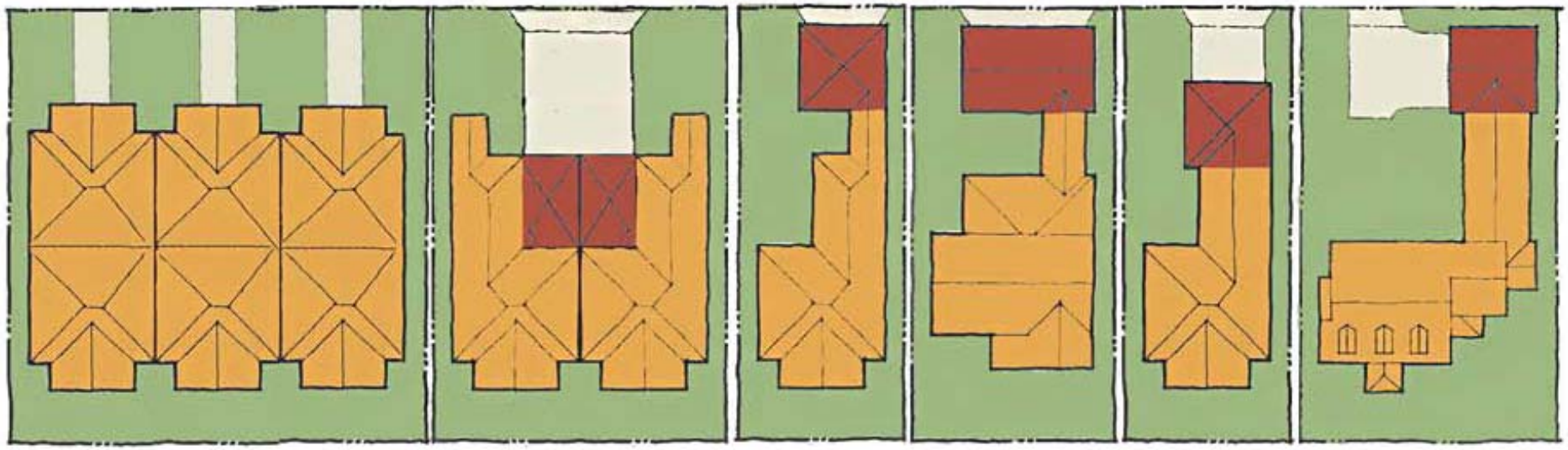
TOWN CENTER RESIDENTIAL BUILDING TYPES



STREET

TOWN CENTER RESIDENTIAL BUILDING TYPES

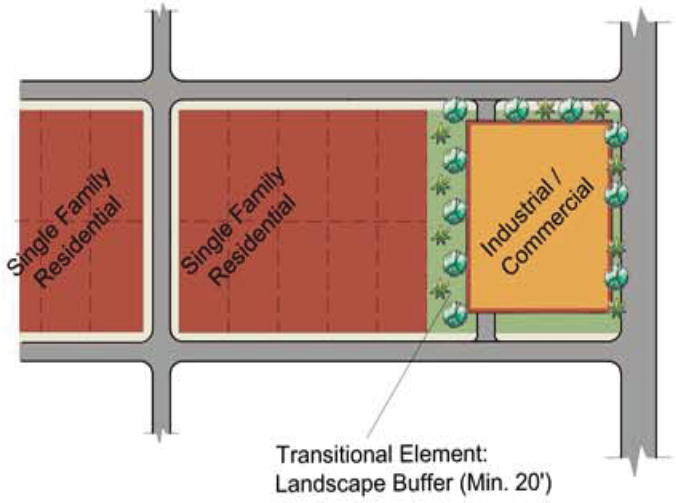
ALLEY

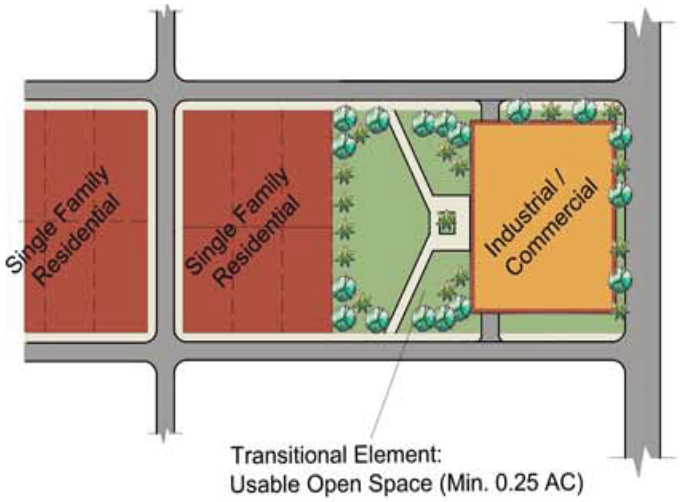


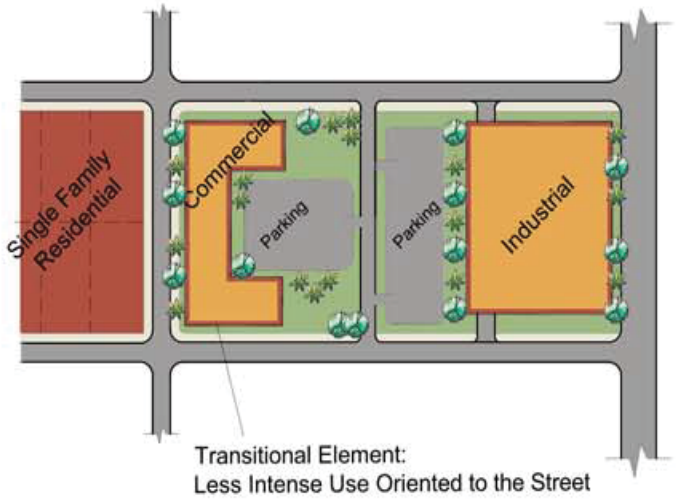
STREET

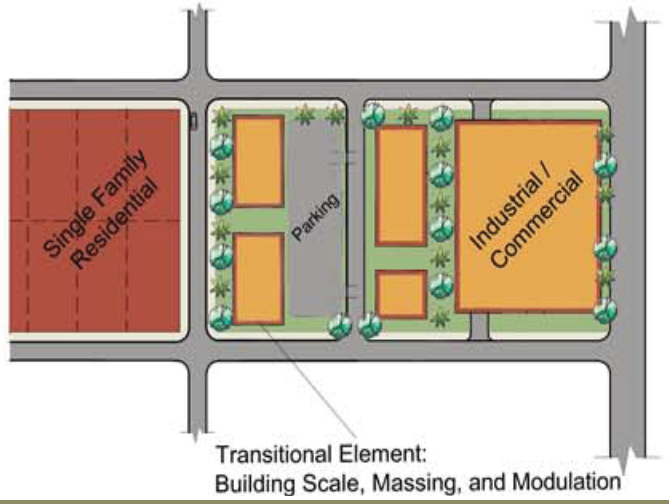
TOWN CENTER USE TRANSITIONS

Transition between intense uses (including industrial, manufacturing, distribution, repair shops, car washes, wholesale, warehouse, processing and packaging, mining, laboratories and clinics, research, design and product development, and gas stations) and residential uses will be addressed through building orientation, site design, landscape buffering or the placement of less intense uses to provide transition, such as commercial, office, civic, institutional, governmental or recreation.

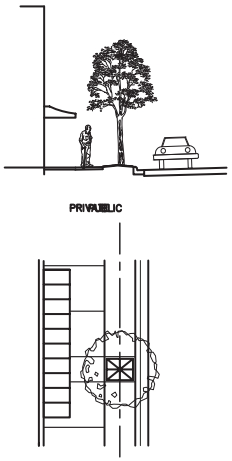








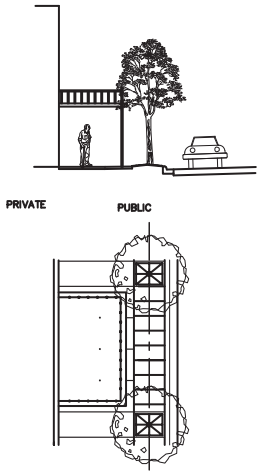
The Town Center will include appropriate mixed use and smart growth urban design principles in generating vibrant walkable communities. This includes pedestrian friendly features such as, but not limited to: the appropriate mix of densities and uses, compact street intersections, greenway trail system, street furniture, landscaping of streets with native canopy trees and neighborhoods that are properly scaled for people.



AWNING

(Mixed Use / Non-Residential)

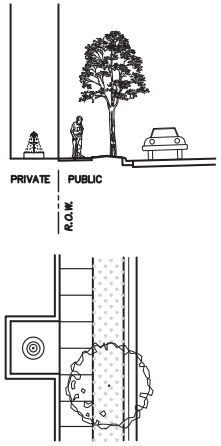
PLANNED STREET TREE LOCATIONS MUST BE CONSIDERED WHILE DETERMINING AWNING/CANOPY SIZE. AWNING/CANOPY SHALL HAVE A MINIMUM DEPTH (DISTANCE FROM FACE OF BUILDING) OF 8'.



COLONNADE

(Mixed Use / Non-Residentall)

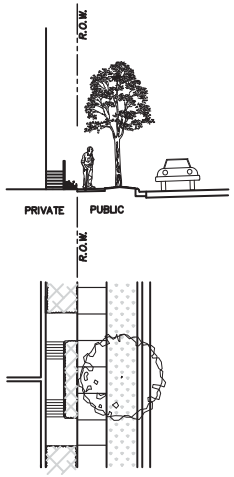
PLANNED STREET THREE LOCATIONS MUST BE CONSIDERED WHEN DETERMINING COLONNADE SIZE. ENCROACHMENT IS SUGGESTED TO HAVE A MINIMUM DEPTH (DISTANCE FROM FACE OF BUILDING) OF 10'.



COURTYARD / PLAZA

(Attached Residential / Non-Residential / Mixed Use)

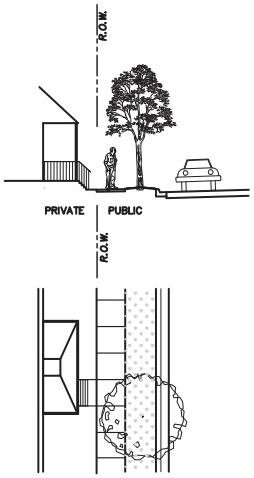
MAXIMUM COURTYARD FRONTAGE NOT TO EXCEED 25% OF THE BUILDING FACE AND BE NO LESS THAN 10' AND NO GREATER THAN 40'.



STOOP

(Attached Residential / Multifamily)

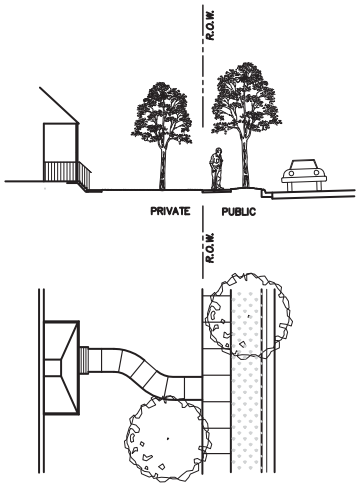
THE BUILDING SETBACK WILL BE BETWEEN 5' AND 10'.



PORCH

(Residential)

THIS SCENARIO ALLOWS FOR A MINIMUM 8' PORCH DEPTH, AND MINIMUM 2' DEPTH FROM EDGE OF SIDEWALK TO FRONT OF PORCH.



PORCH & YARD

(Residential)

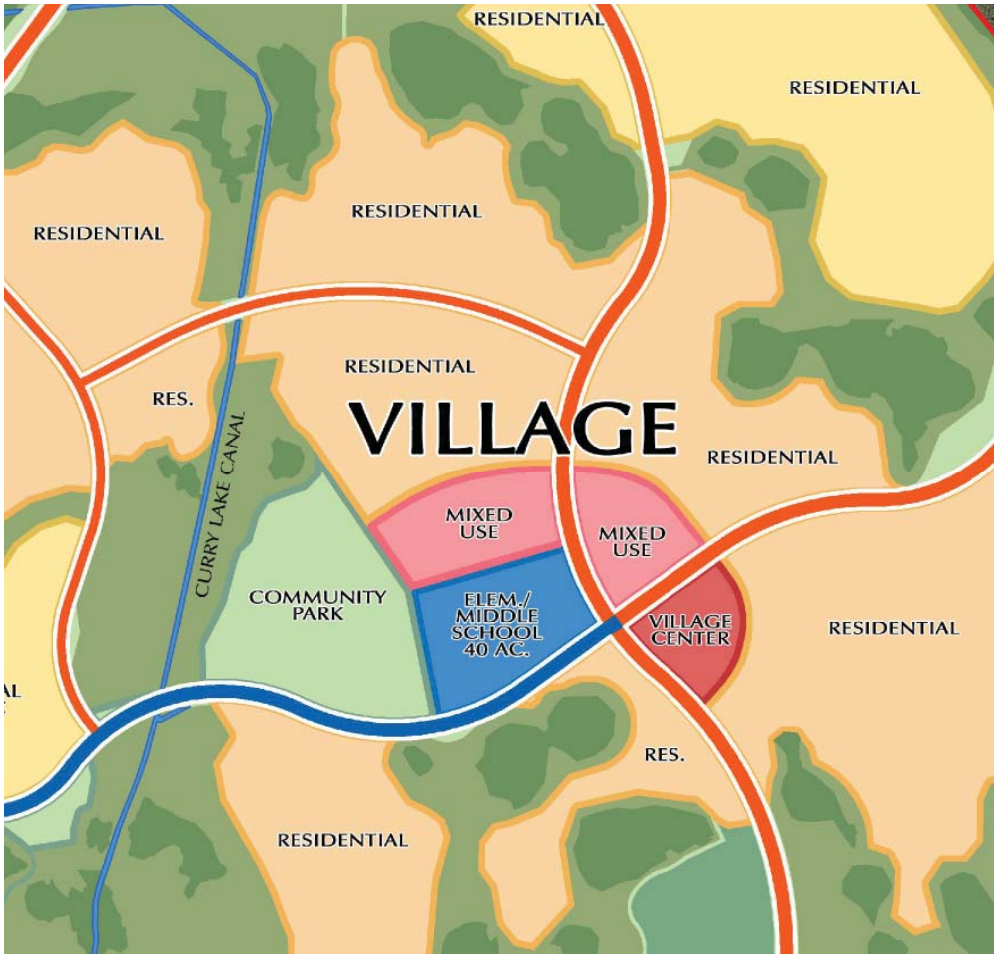
THIS SCENARIO ALLOWS FOR A MINIMUM 8' PORCH DEPTH, AND MINIMUM 5' DEPTH FROM EDGE OF SIDEWALK TO FRONT OF PORCH.

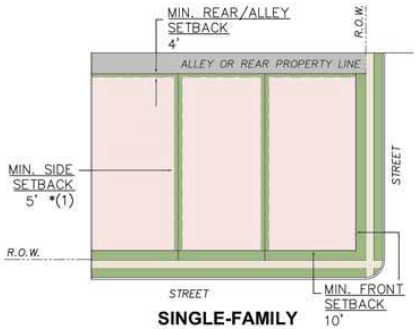
VILLAGE DEVELOPMENT CHARACTERISTICS

Villages will be comprised of residential neighborhoods and a minimum of one Village Center.

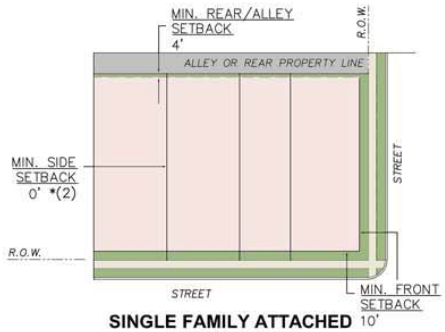
Residential neighborhoods in Villages will provide for a wide-range of energy-efficient housing types, materials and practices, consisting of single-family and multi-family dwelling units that will cater to a wide range of economic levels and age groups, including permanent, as well as seasonal residents. Residential neighborhoods should include a village park or civic space. Elementary and middle schools (subject to State regulations), community parks and neighborhood parks will be sized and located to define neighborhoods or a cluster of neighborhoods. Integration and connection can be achieved by pedestrian, bicycle, or alternative vehicle access ways located within streets, greenways and open space.

Net densities range up to 16 units per acre.

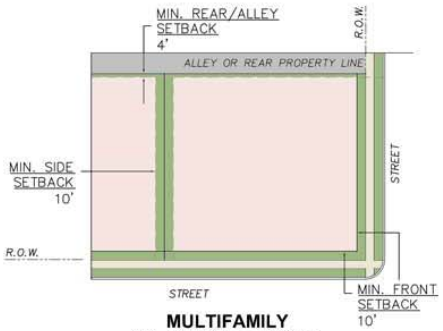




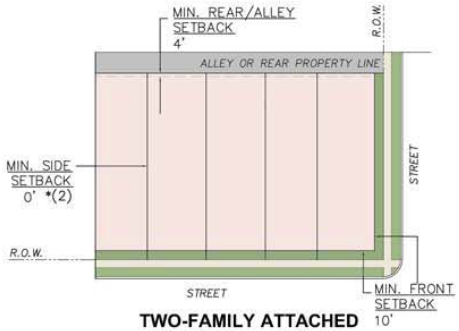
SINGLE-FAMILY DETACHED
MIN. LOT SIZE = 3,000 S.F.
MAX. HEIGHT = 45'



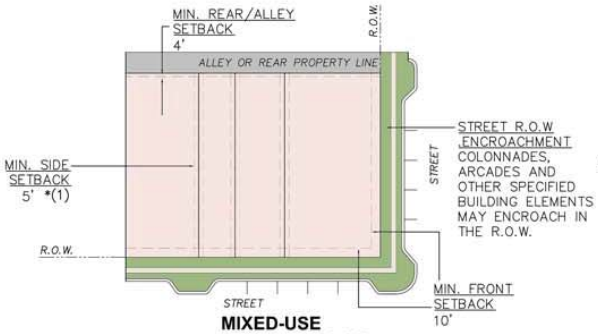
SINGLE FAMILY ATTACHED / TOWNHOUSE
MIN. LOT SIZE = 1,000 S.F.
MAX. HEIGHT = 60'



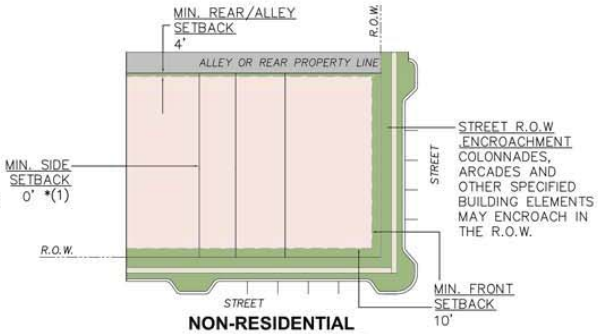
MULTIFAMILY
MIN. LOT SIZE = 1,000 S.F.
MAX. HEIGHT = 100'



TWO-FAMILY ATTACHED
MIN. LOT SIZE = 1,000 S.F.
MAX. HEIGHT = 60'



MIXED-USE
MIN. LOT SIZE = 1,000 S.F.
MAX. HEIGHT = 140'



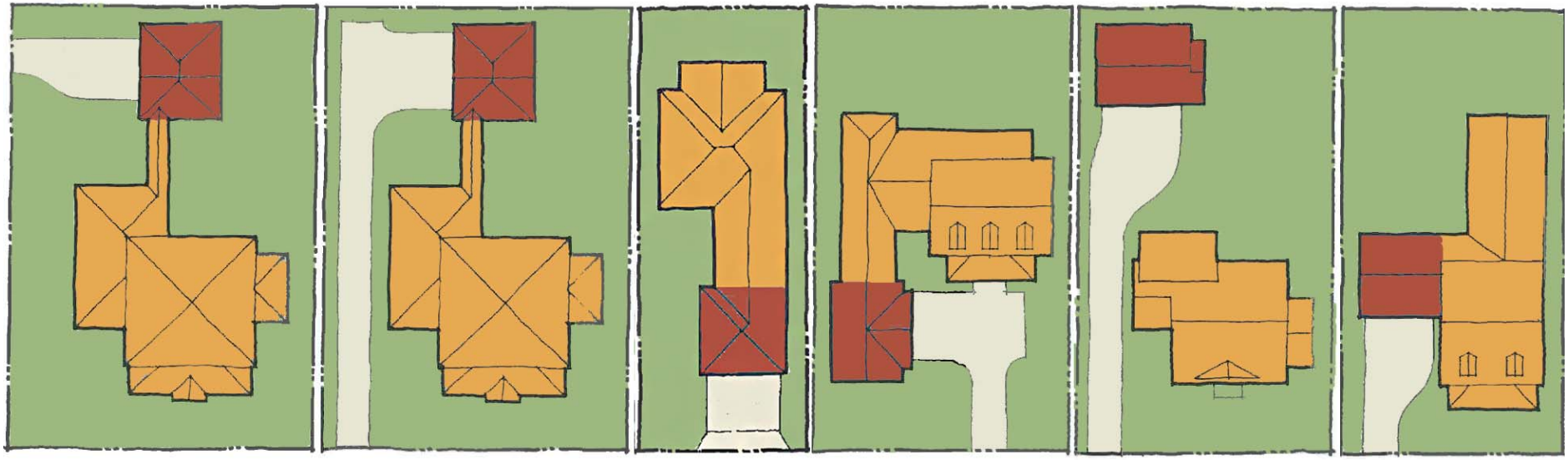
NON-RESIDENTIAL
MIN. LOT SIZE = 1,000 S.F.
MAX. HEIGHT = 140'

Notes:
-These layouts are for illustrative purposes. Final designs may deviate from those depicted.
- Accessory structures may be attached or detached. If detached, a minimum of a 10-foot separation is required.
(1)Subject to access requirements for emergency services and fire code.
(2)Attached two-family and attached single-family units are allowed a distance of 0 feet between attached units, however the terminal unit at the end of a series or pair of attached units must provide a minimum distance of 10 feet to the next principal structure.

VILLAGE COMMERCIAL BUILDING TYPES

Village Centers form an integral part of each Village and are designed to provide for daily and basic needs of the surrounding neighborhoods within the Village. A Village Center will be centrally located to provide for convenient pedestrian access to and from adjacent neighborhoods and those dwelling units located within the Village. The Centers provide for a mix of land uses including, but not limited to, retail, service, office, small-lot single-family detached residential homes, accessory apartments, guesthouses, home occupations, home offices, multi-family uses, schools, civic/governmental uses, neighborhood or community parks and other similar services designed to meet the needs of its respective Village.

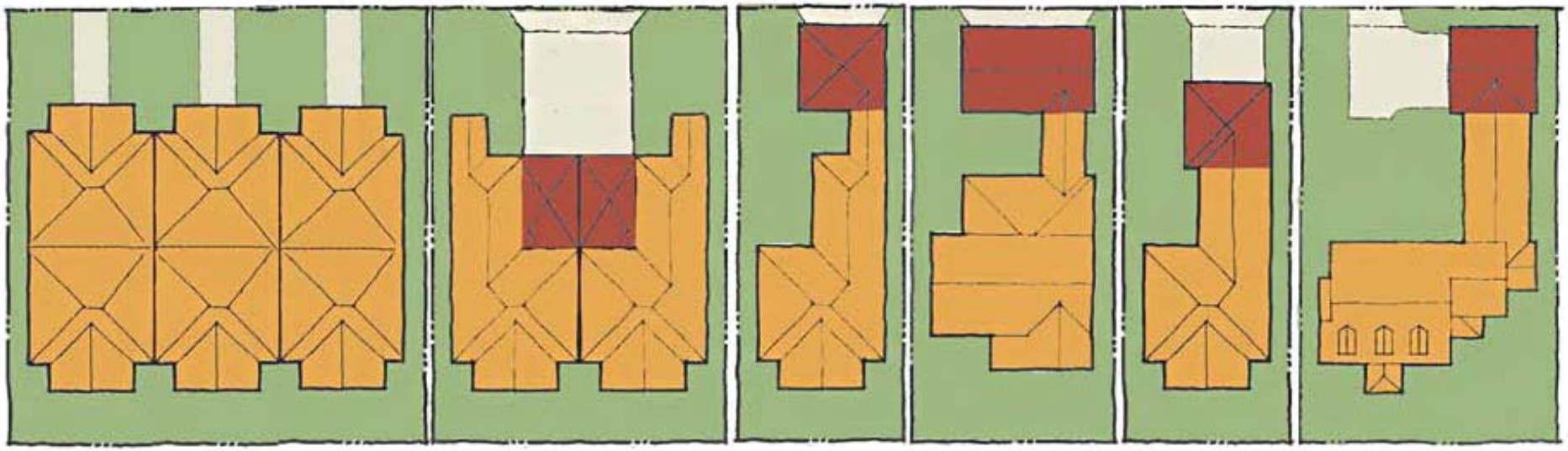
VILLAGE RESIDENTIAL BUILDING TYPES



STREET

VILLAGE RESIDENTIAL BUILDING TYPES

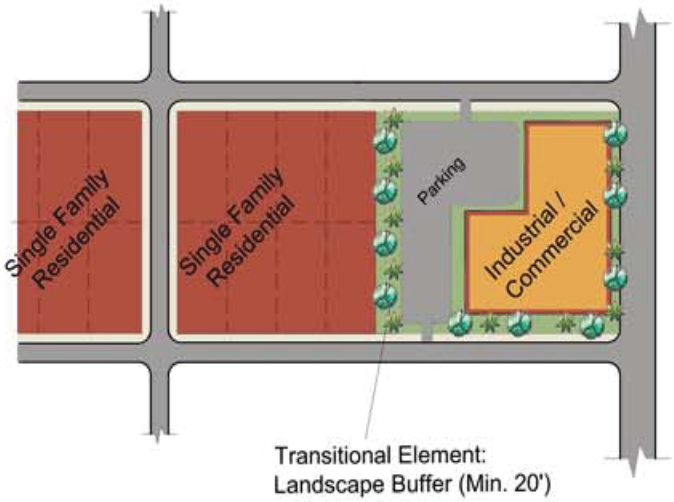
ALLEY

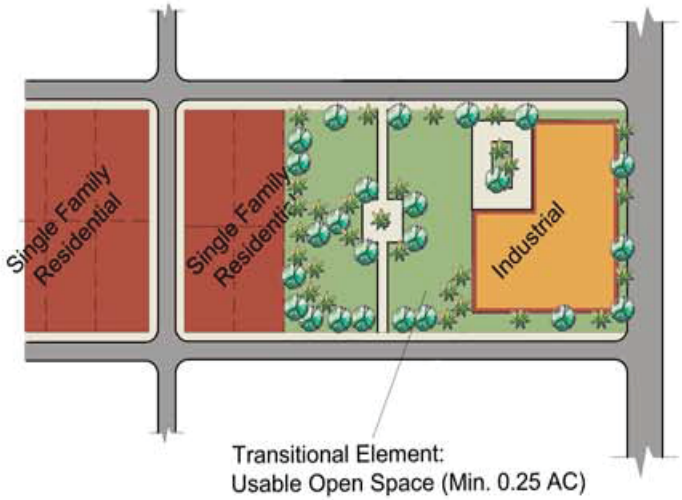


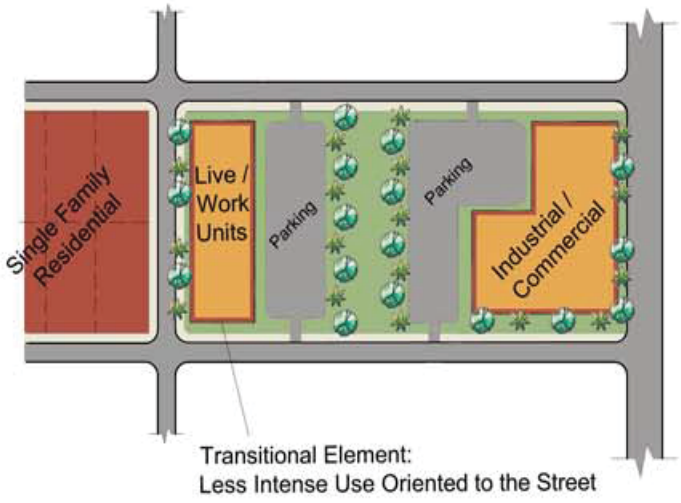
STREET

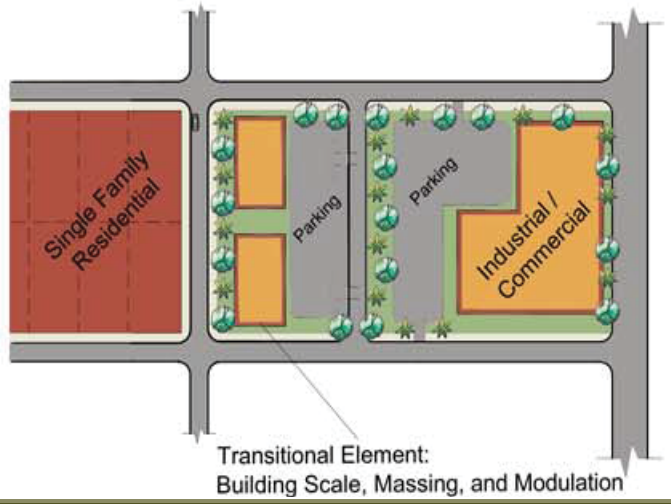
VILLAGE USE TRANSITIONS

Transition between intense uses (including industrial, manufacturing, distribution, repair shops, car washes, wholesale, warehouse, processing and packaging, mining, laboratories and clinics, research, design and product development, and gas stations) and residential uses will be addressed through building orientation, site design, landscape buffering or the placement of less intense uses to provide transition, such as commercial, office, civic, institutional, governmental or recreation.



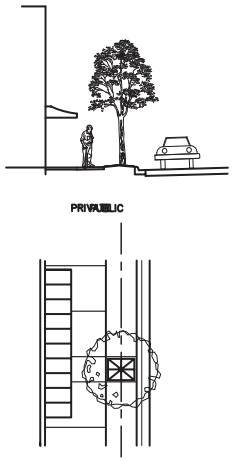






VILLAGE STREETSCAPE

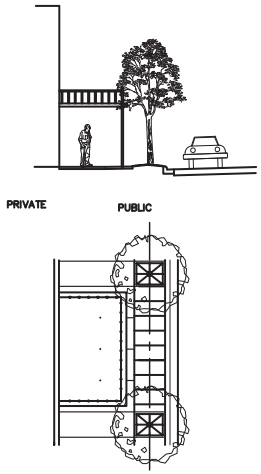
Villages will include appropriate mixed use and smart growth urban design principles in generating vibrant walkable communities. This includes pedestrian friendly features such as, but not limited to: the appropriate mix of densities and uses, compact street intersections, greenway trail system, street furniture, landscaping of streets with native canopy trees and neighborhoods that are properly scaled for people.



AWNING

(Mixed Use / Non-Residential)

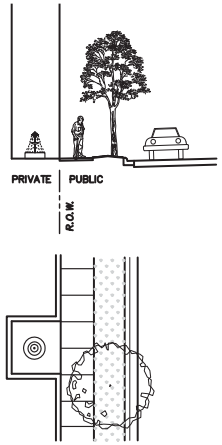
PLANNED STREET TREE LOCATIONS MUST BE CONSIDERED WHILE DETERMINING AWNING/CANOPY SIZE. AWNING/CANOPY SHALL HAVE A MINIMUM DEPTH (DISTANCE FROM FACE OF BUILDING) OF 8'.



COLONNADE

(Mixed Use / Non-Residentall)

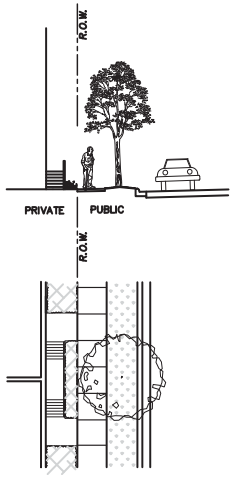
PLANNED STREET THREE LOCATIONS MUST BE CONSIDERED WHEN DETERMINING COLONNADE SIZE. ENCROACHMENT IS SUGGESTED TO HAVE A MINIMUM DEPTH (DISTANCE FROM FACE OF BUILDING) OF 10'.



COURTYARD / PLAZA

(Attached Residential / Non-Residential / Mixed Use)

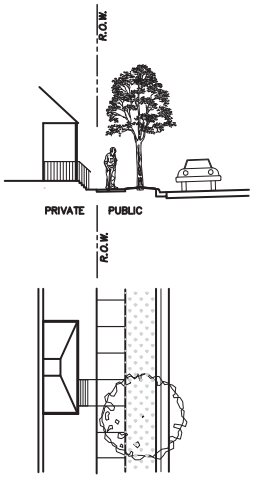
MAXIMUM COURTYARD FRONTAGE NOT TO EXCEED 25% OF THE BUILDING FACE AND BE NO LESS THAN 10' AND NO GREATER THAN 40'.



STOOP

(Attached Residential / Multifamily)

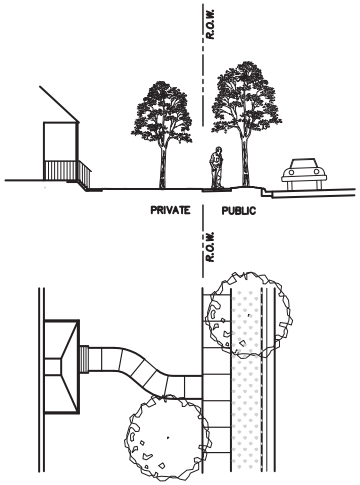
THE BUILDING SETBACK WILL BE BETWEEN 5' AND 10'.



PORCH

(Residential)

THIS SCENARIO ALLOWS FOR A MINIMUM 8' PORCH DEPTH, AND MINIMUM 2' DEPTH FROM EDGE OF SIDEWALK TO FRONT OF PORCH.



PORCH & YARD

(Residential)

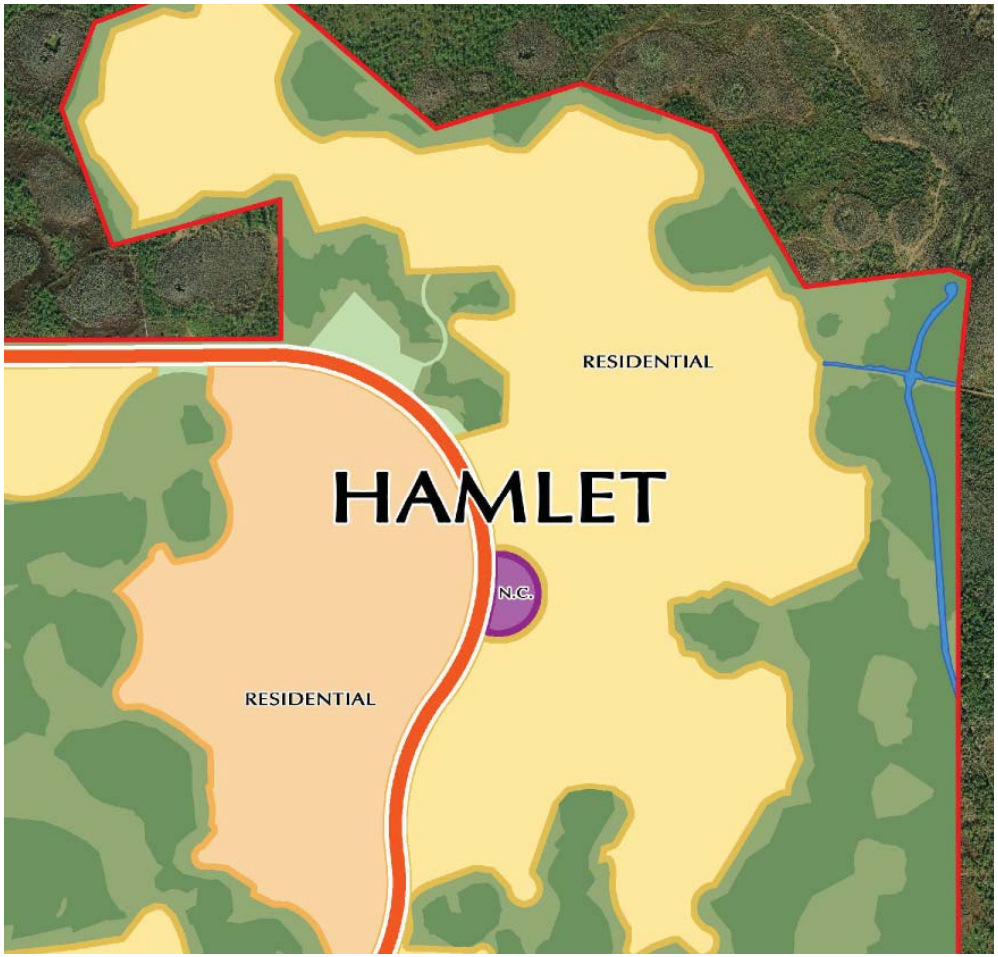
THIS SCENARIO ALLOWS FOR A MINIMUM 8' PORCH DEPTH, AND MINIMUM 5' DEPTH FROM EDGE OF SIDEWALK TO FRONT OF PORCH.

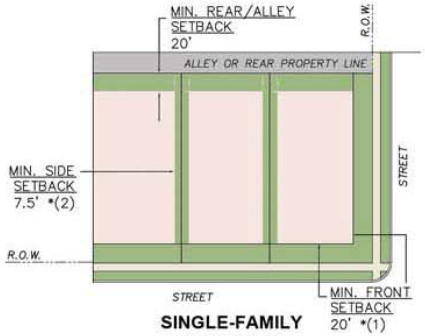
HAMLET DEVELOPMENT CHARACTERISTICS

Hamlets will be comprised of residential neighborhoods and may include, but are not required to include, a Neighborhood Commercial Center sized to serve that particular Hamlet.

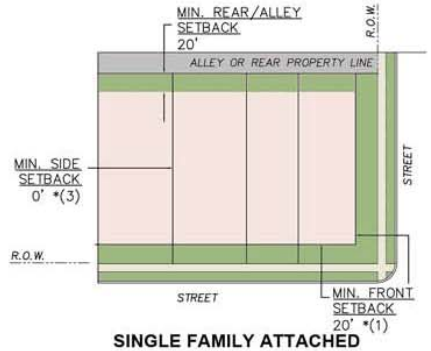
Residential neighborhoods in Hamlets will provide for a wide-range of energy-efficient housing types, materials and practices, consisting of single-family and multi-family dwelling units that will cater to a wide range of economic levels and age groups, including permanent, as well as seasonal residents.

Net densities range up to 16 units per acre.

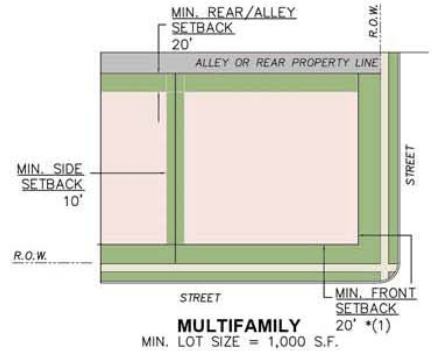




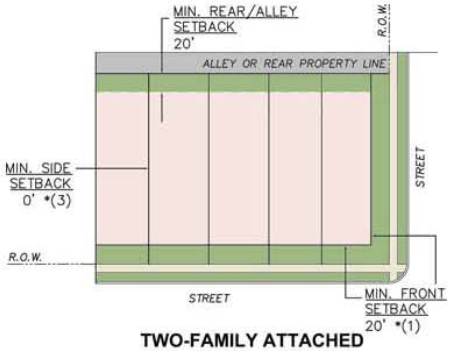
SINGLE-FAMILY DETACHED
MIN. LOT SIZE = 3,000 S.F.
MAX. HEIGHT = 45'



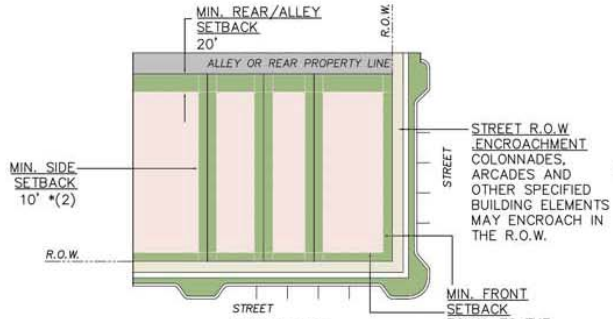
SINGLE FAMILY ATTACHED / TOWNHOUSE
MIN. LOT SIZE = 1,000 S.F.
MAX. HEIGHT = 60'



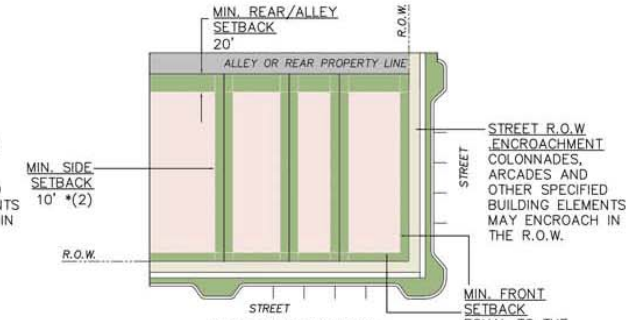
MULTIFAMILY
MIN. LOT SIZE = 1,000 S.F.
MAX. HEIGHT = 60'



TWO-FAMILY ATTACHED
MIN. LOT SIZE = 1,000 S.F.
MAX. HEIGHT = 60'



MIXED-USE
MIN. LOT SIZE MUST BE NO LESS THAN THE MIN. LOT AREA OF THE SMALLEST ABUTTING LOTS.
MAX. HEIGHT = 38'



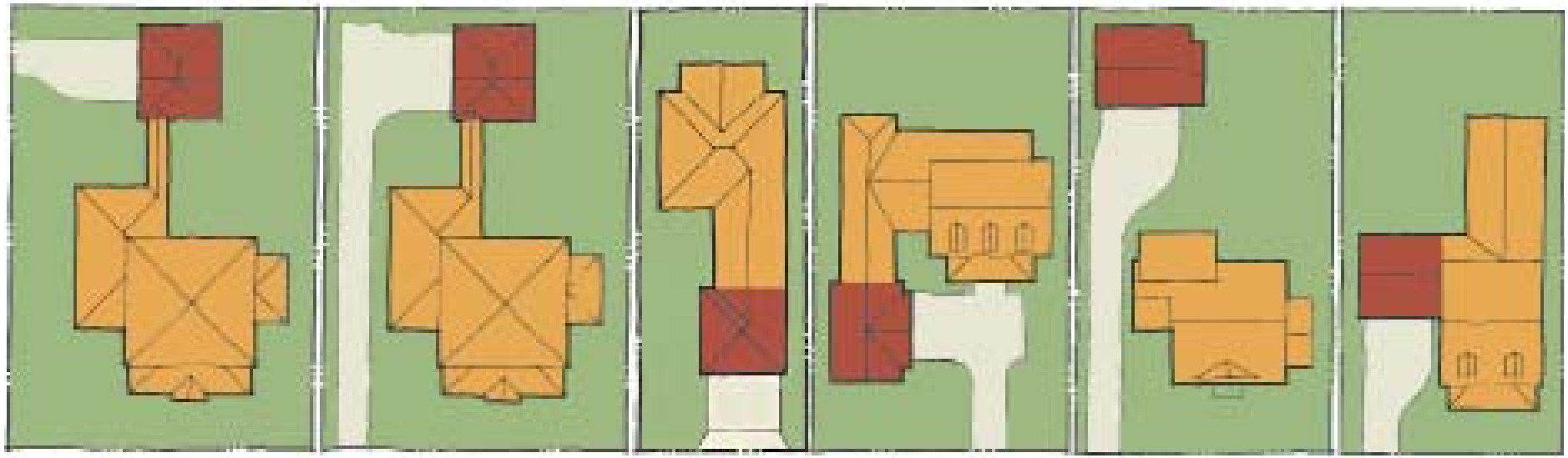
NON-RESIDENTIAL
MIN. LOT SIZE MUST BE NO LESS THAN THE MIN. LOT AREA OF THE SMALLEST ABUTTING LOTS.
MAX. HEIGHT = 45'

Notes:
-These layouts are for illustrative purposes. Final designs may deviate from those depicted.
- Accessory structures may be attached or detached. If detached, a minimum of a 10-foot separation is required.
(1) The applicant must demonstrate that 2 vehicles can be adequately parked on a driveway without overhanging onto the sidewalk or pavement.
(2)Subject to access requirements for emergency services and fire code.
(3)Attached two-family and attached single-family units are allowed a distance of 0 feet between attached units, however the terminal unit at the end of a series or pair of attached units must provide a minimum distance of 10 feet to the next principal structure.

HAMLET COMMERCIAL BUILDING TYPES

Hamlets may contain neighborhood centers to provide a common area for residents to gather, recreate, or access smaller scale services and goods within proximity to residential areas. To keep these centers in context with the scale of the service area, the maximum commercial square footage permitted in one location is 15,000 square feet, and maximum area per commercial use is 3,000 square feet.

HAMLET RESIDENTIAL BUILDING TYPES



STREET

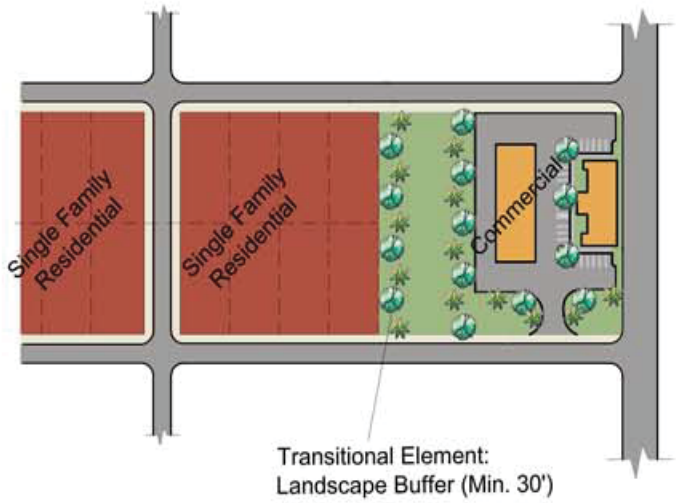
HAMLET RESIDENTIAL BUILDING TYPES

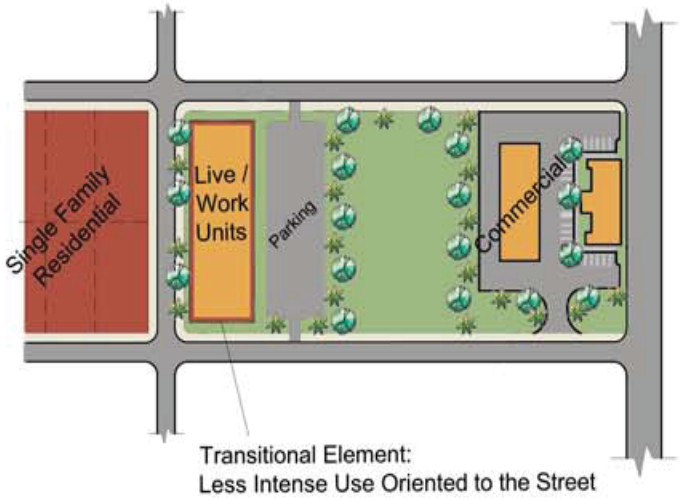
ALLEY

STREET

HAMLET USE TRANSITIONS

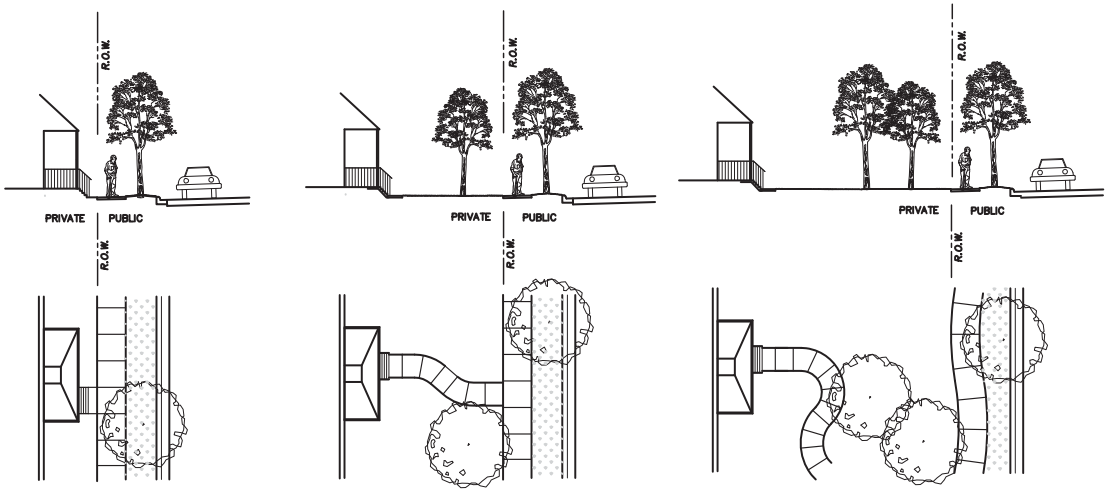
Transition between intense uses (including repair shops, car washes, and gas stations) and residential uses will be addressed through building orientation, site design, landscape buffering or the placement of less intense uses to provide transition, such as commercial, office, civic, institutional, governmental or recreation.





HAMLET STREETSCAPE

Streets within Hamlets will relate to the development pattern by providing travel corridors that accommodate motor vehicles, pedestrians, bicyclists and transit riders where feasible. The Hamlets are less urban in character, therefore streetscapes are less urban with less emphasis on street furnishings in the residential areas. Streetscapes will typically contain sidewalks on one side of the street, and trees either within the right-of-way or in front yard areas along the street.



PORCH
(Residential / Non-Residential / Mixed Use)

THIS SCENARIO ALLOWS FOR A MINIMUM 8' PORCH DEPTH, AND MINIMUM 2' DEPTH FROM EDGE OF SIDEWALK TO FRONT OF PORCH.

PORCH & YARD
(Residential / Non-Residential / Mixed Use)

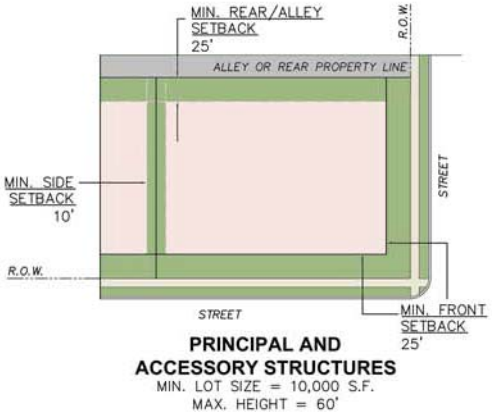
RURAL
(Residential)

NORTH BABCOCK DEVELOPMENT CHARACTERISTICS

The North Babcock Subdistrict is envisioned to be an educational and recreational center with uses that represent a long-term preservation and development plan. The subdistrict is intended to provide opportunities for the public to explore and enjoy ecosystems and natural resources.

Uses allowed within the North Babcock District relate to eco-toursim, education, camping, civic, institutional and small scale stores and other types of commercial uses which are customarily associated with the permitted uses.

NORTH BABCOCK TYPICAL LOTS AND COMMERCIAL BUILDING TYPES



PRINCIPAL AND ACCESSORY STRUCTURES
MIN. LOT SIZE = 10,000 S.F.
MAX. HEIGHT = 60'

From: www.babcockwilderness.com

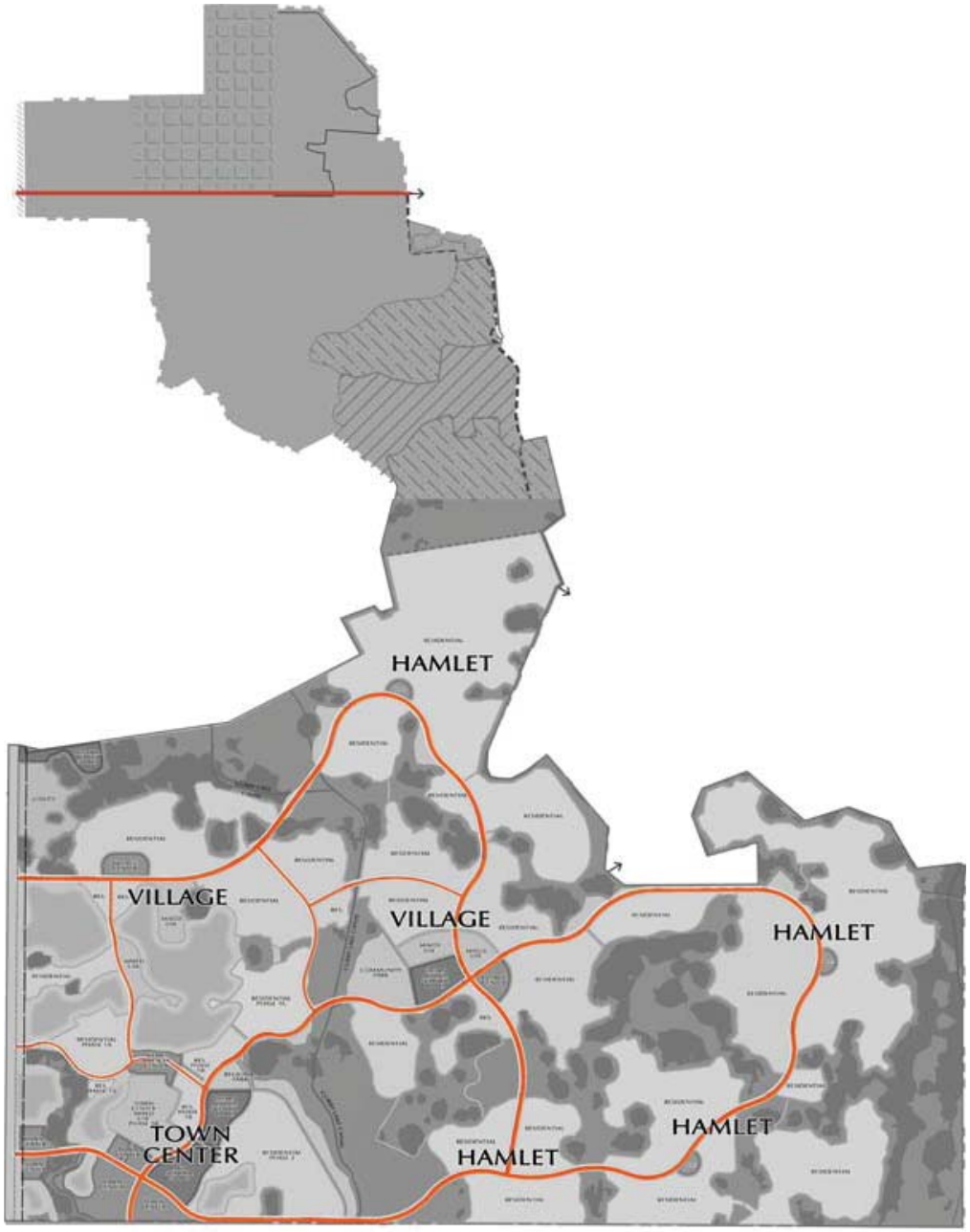
From: www.babcockwilderness.com

Notes:
-These layouts are for illustrative purposes. Final designs may deviate from those depicted.
- Accessory structures may be attached or detached. If detached, a minimum of a 10-foot separation is required.

Babcock is conceived as a master-planned community, built upon a framework that focuses development in a Town Center, Villages and Hamlets that are tied together with a network of transportation facilities that incorporate roadways interconnected with trails, paths, and sidewalks while upholding the quality of critical natural areas and systems.

The transportation system includes the coordination of land uses with the transportation network. The system provides a network which considers the needs of all users including motorists, bicyclists, and pedestrians. Alternative and non-conventional transportation options for personal transportation (such as Electric Urban Vehicles) and other low emissions forms of transportation as well as transit facilities are to be accommodated when and where appropriate.

Babcock is master planned to provide connectivity between various transportation modes. Linkage to off-road trails is anticipated through design of roadways that may accommodate variations of sidewalks, multi-use paths, and multi-use trails where appropriate.

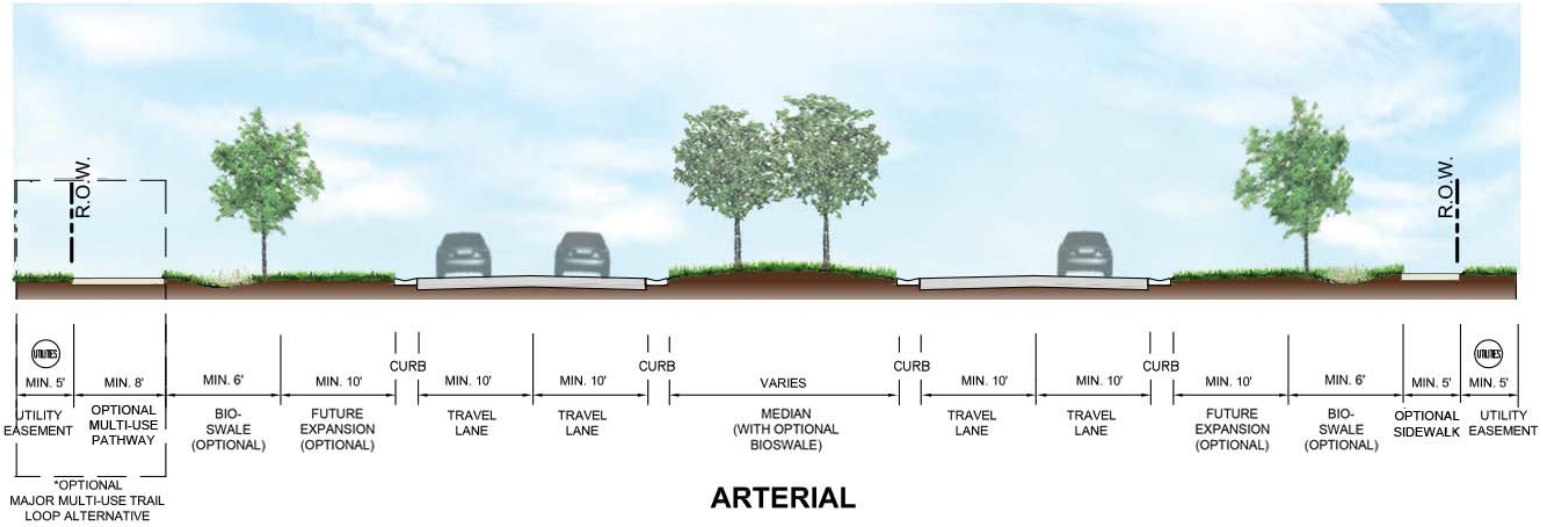


On a smaller scale, the MURC areas may incorporate urban design principles that support walkability. Provision of sidewalks on at least one side of streets in some areas will provide the facilities necessary, while the mix and variety of uses, densities and development types should provide a context supportive to walkability in the Town Center, Villages and Hamlets as appropriate.

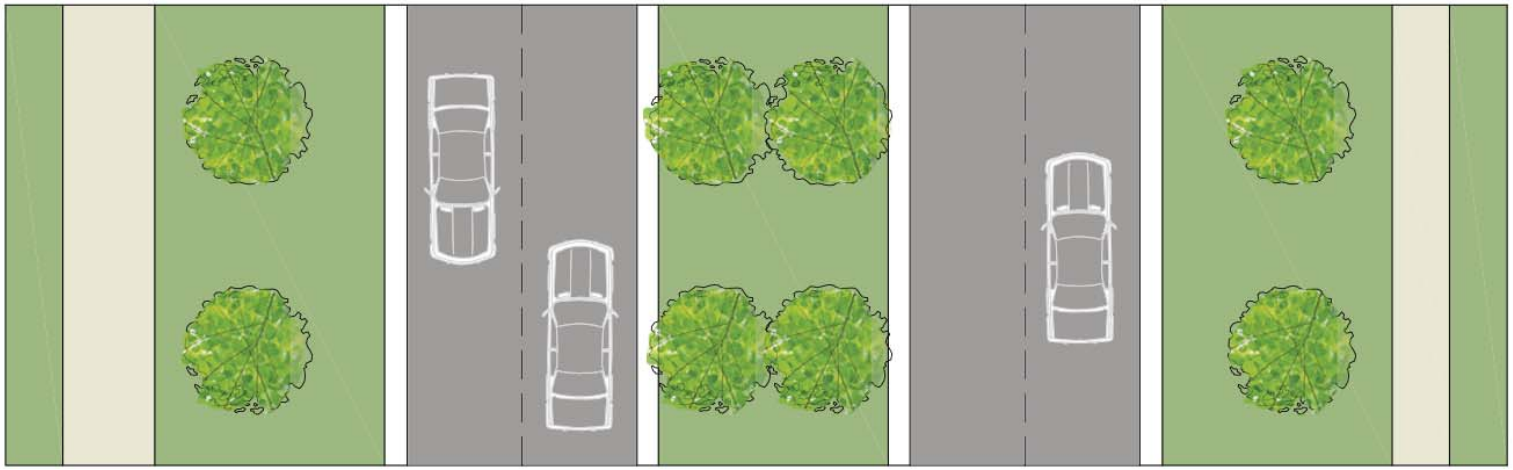
The following pages illustrate roadways that are typical per the identified roadway type. Final design may vary at time of final engineering.

Design of roadways, paths, rights-of-way, or roadway easements shall generally be according to Florida Greenbook standards, with deviations and modifications permitted by approval by the County Engineer or approval of a Pattern Book.

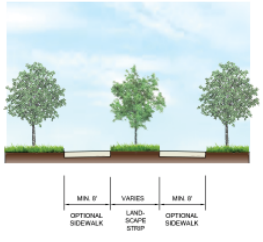
TYPICAL ROADWAYS

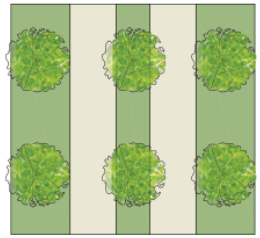


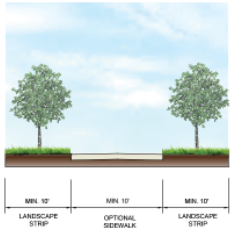
ARTERIAL

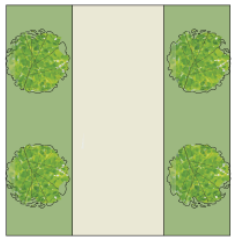


***MAJOR MULTI-USE TRAIL LOOP ALTERNATIVES**









Notes:
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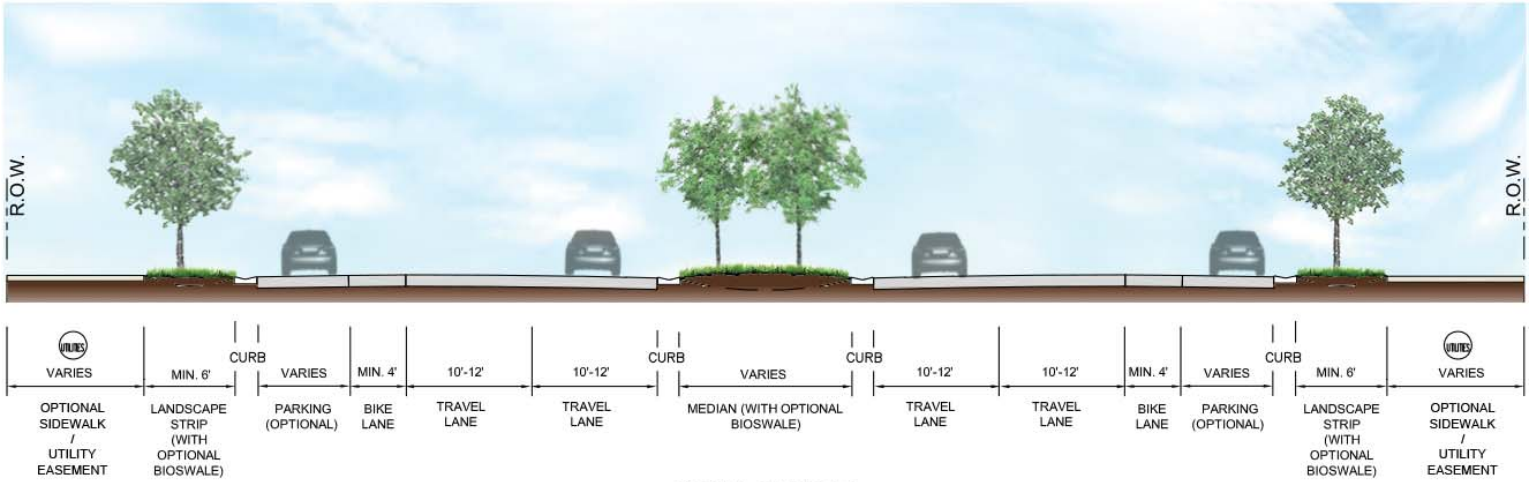
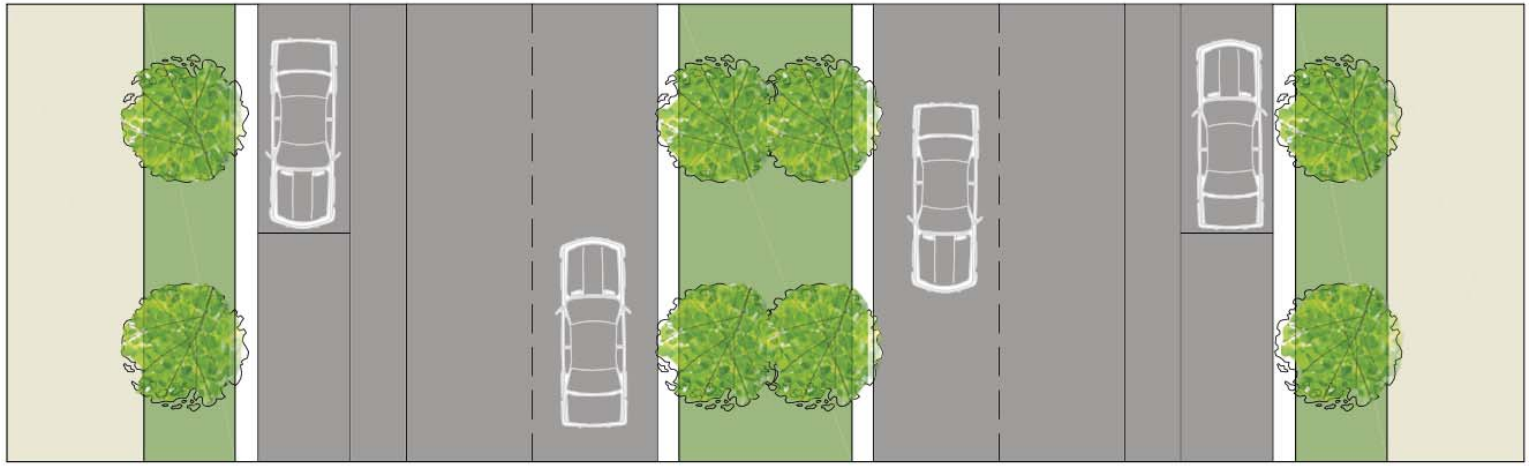
(2) Angle parking may be permitted within the urban and boulevard street sections.
(3) Utility easements may be part of the right-of-way or adjacent to the right-of-way.
(4) On street parking within the residential street section may alternate street sides.
(5) Curb types may vary throughout the project site to best suit the roadside conditions.
(6) Roadways shown are typical per the identified roadway type, and final design may vary at time of final engineering. Design of roadways, paths, rights-of-way, or roadway easements shall be according to Florida Greenbook standards, with deviations and modifications permitted by approval by the county engineer or approval of this pattern book. Sidewalks are required on at least one side of roadways within the Town Center.
(7) Minimum 4-foot wide bike lanes may be incorporated on any roadway.

TYPICAL ROADWAYS



BOULEVARD



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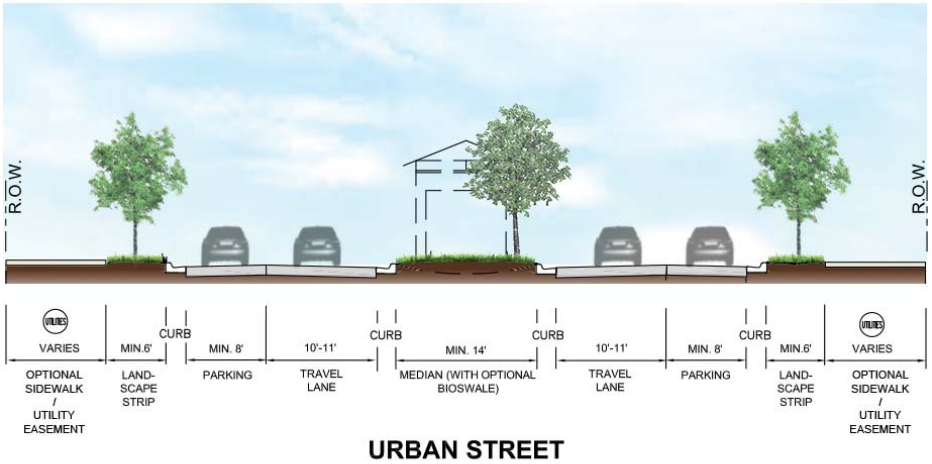
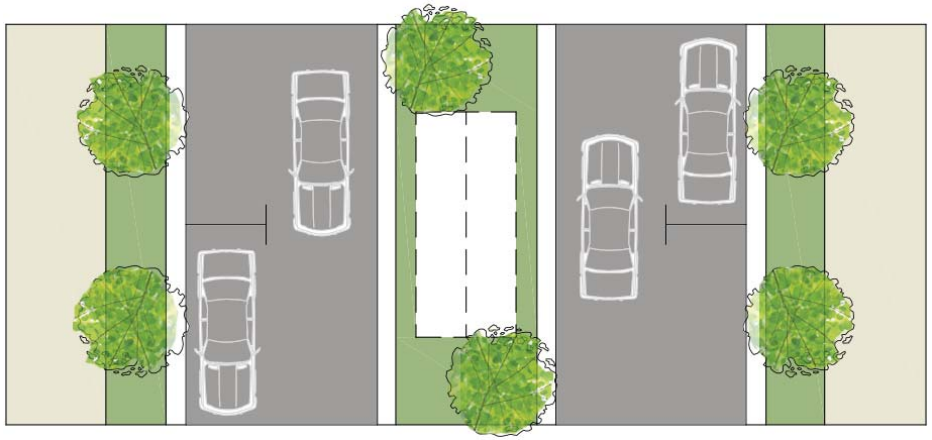
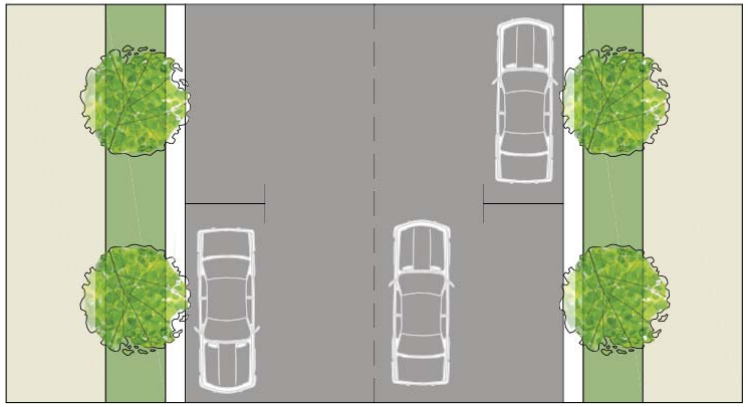
TYPICAL ROADWAYS



URBAN STREET

STANDARD STREET WITH PARKING





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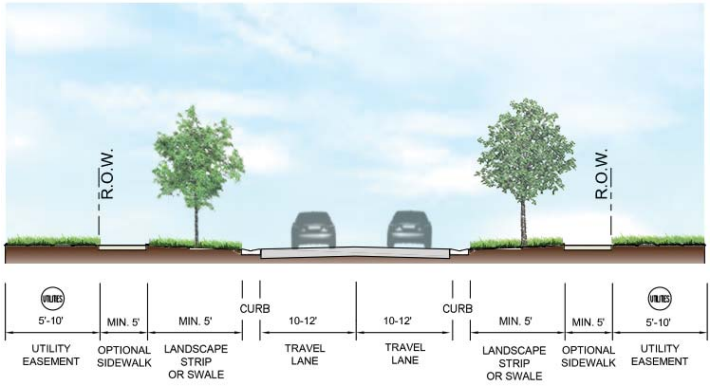
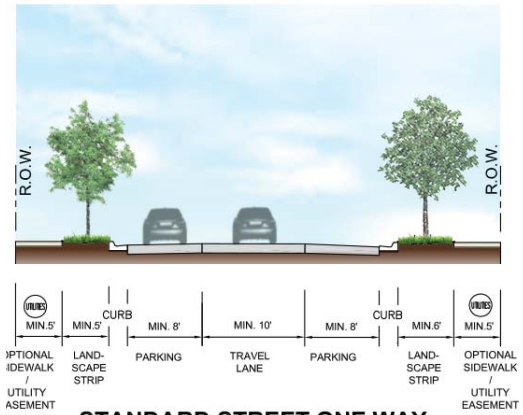
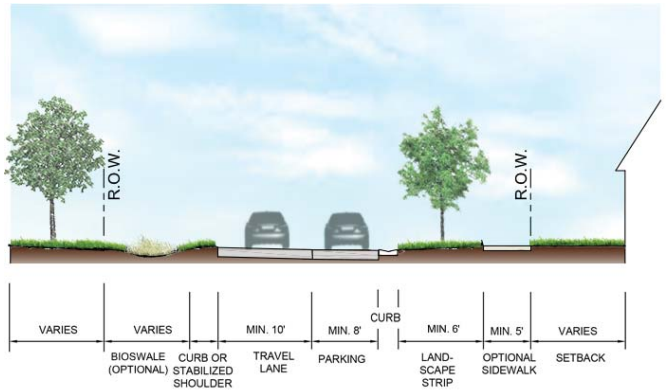
TYPICAL ROADWAYS



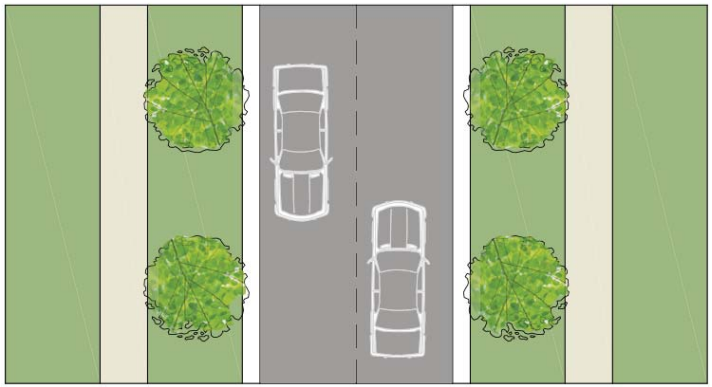
STANDARD STREET

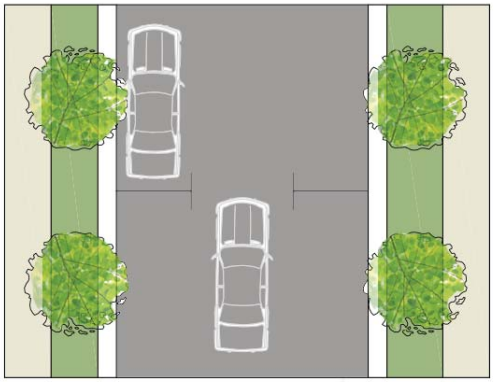


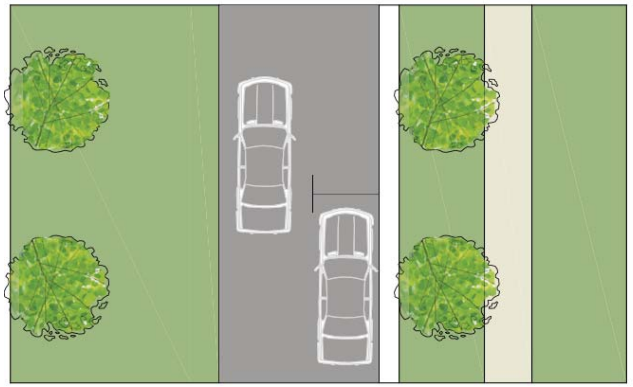
STANDARD STREET ONE WAY



ONE WAY, PARK ONE SIDE







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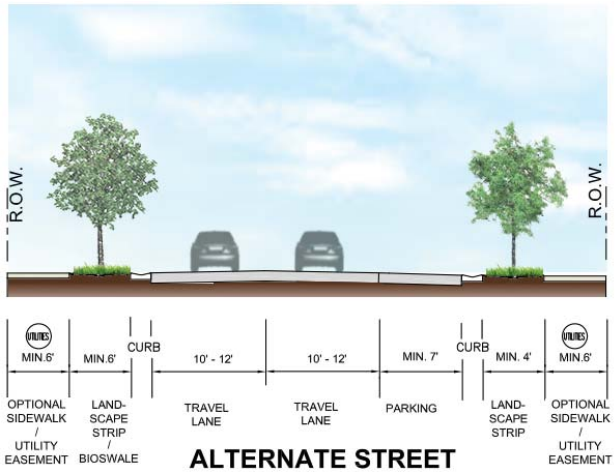
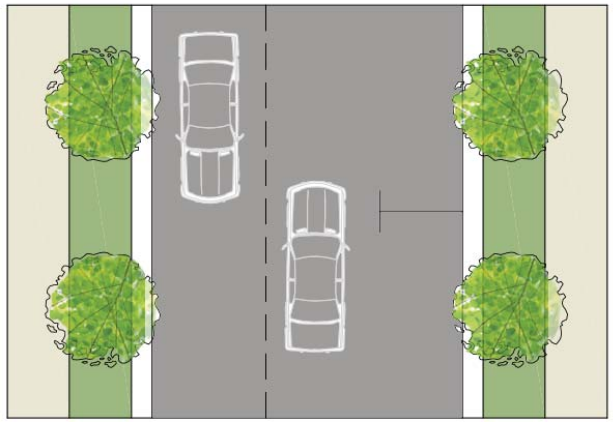
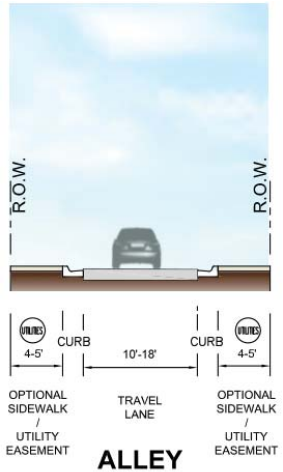
TYPICAL ROADWAYS

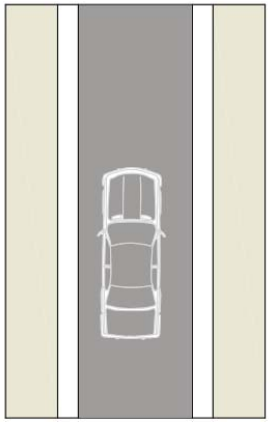


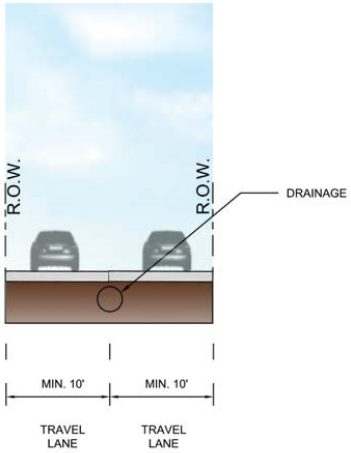
ALTERNATE STREET



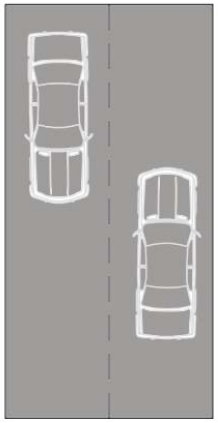


ALLEY ONE-WAY

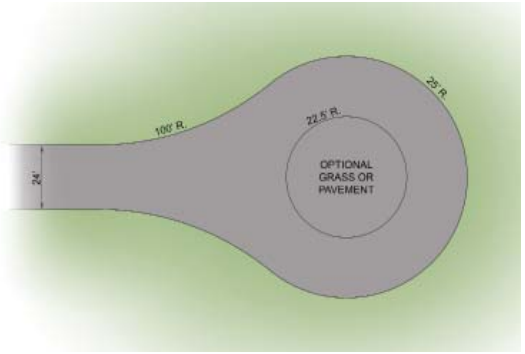




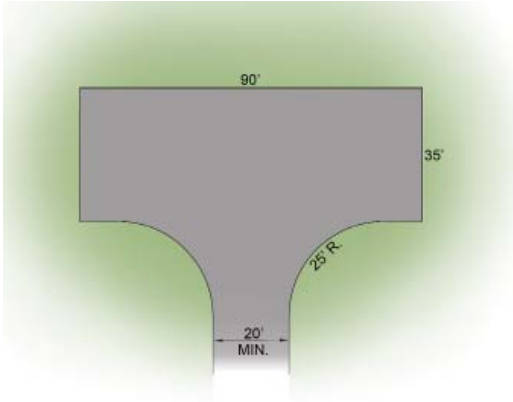
ALLEY TWO-WAY



TYPICAL CUL-DE-SAC



TYPICAL HAMMERHEAD



*Alleys may be inverted for drainage without curbs.

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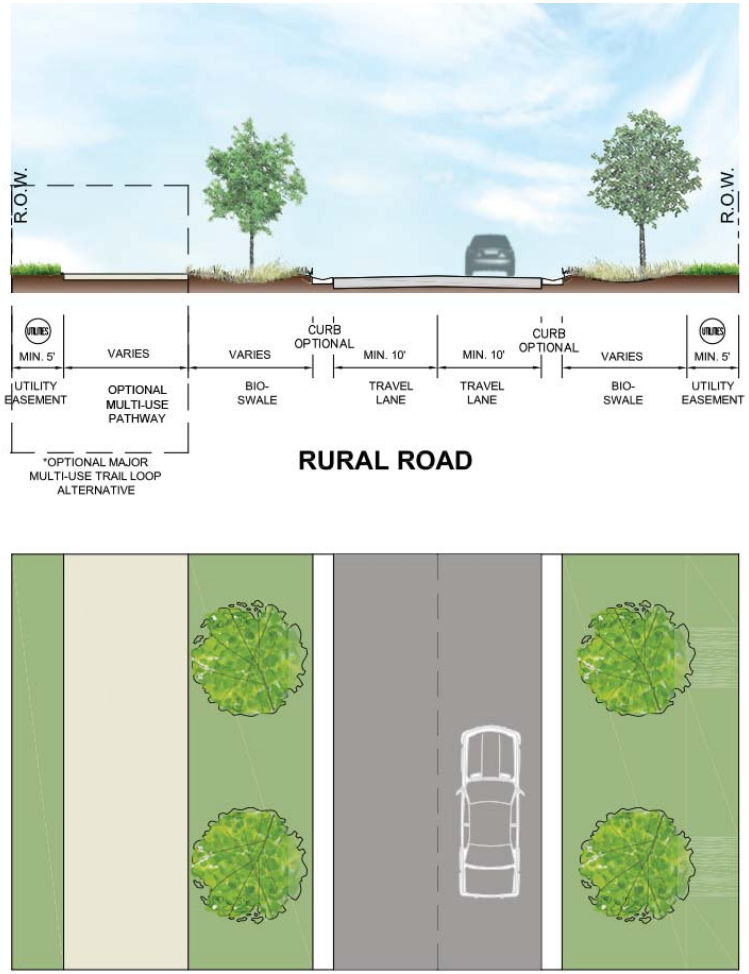
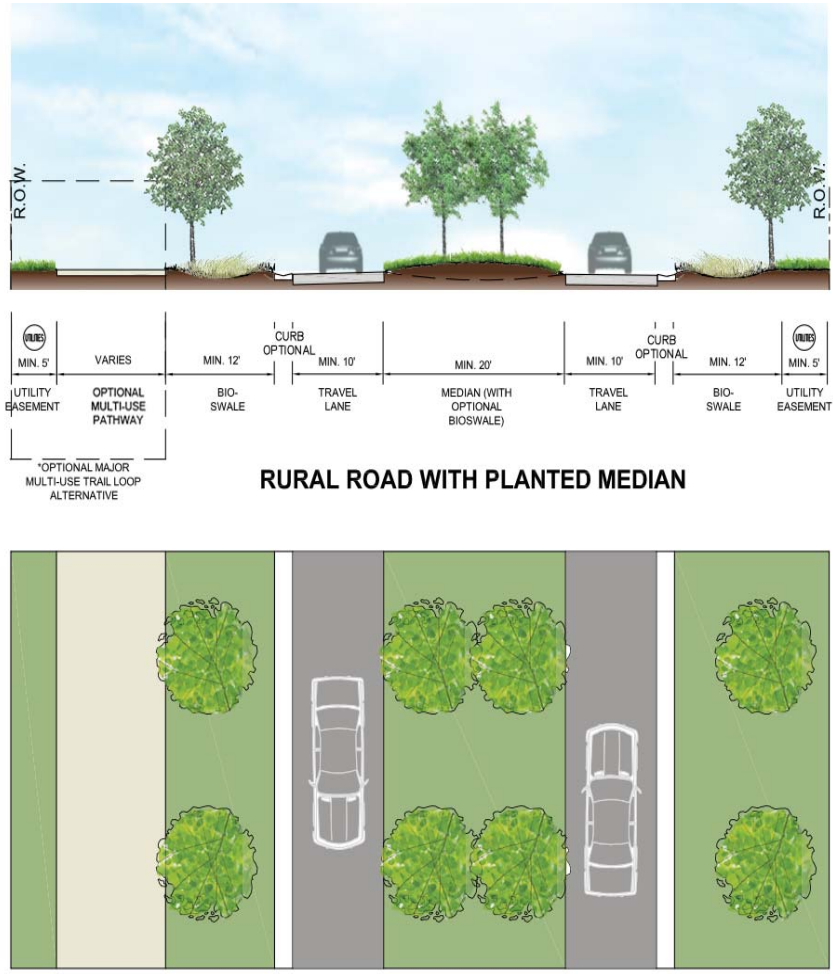
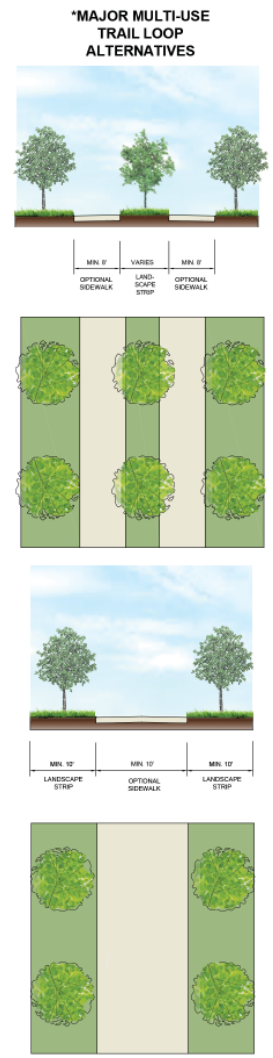
TYPICAL ROADWAYS







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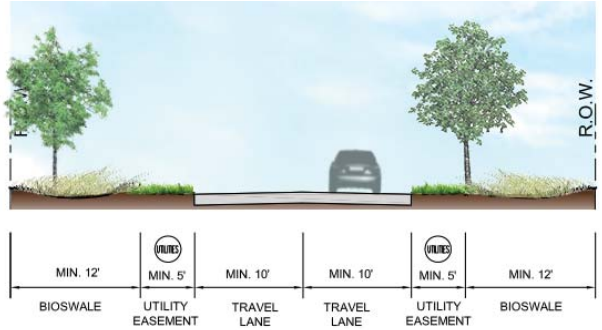
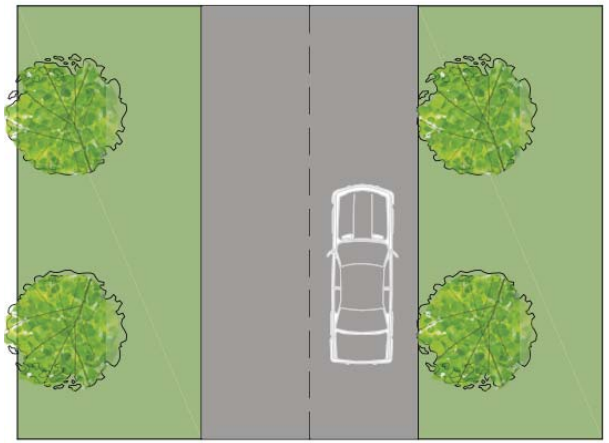
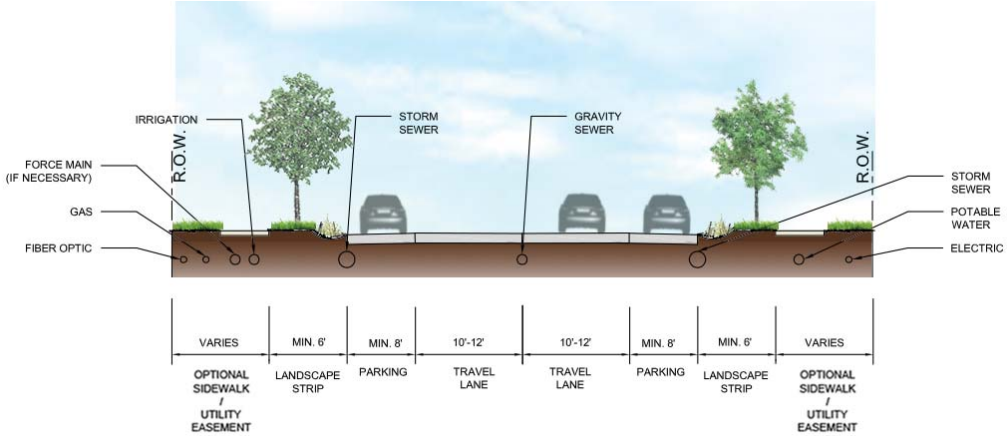
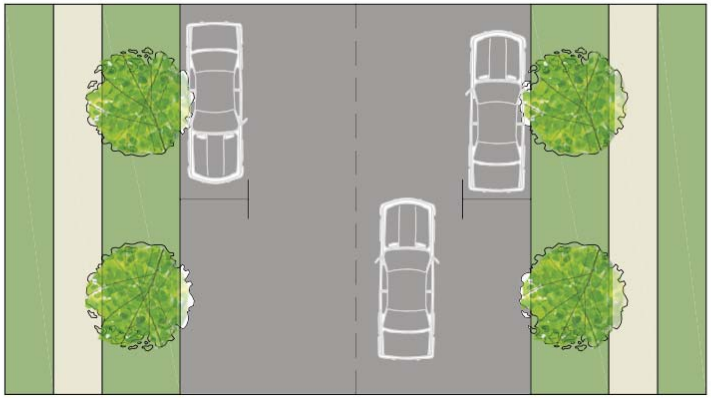


RURAL SECONDARY ROADWAY





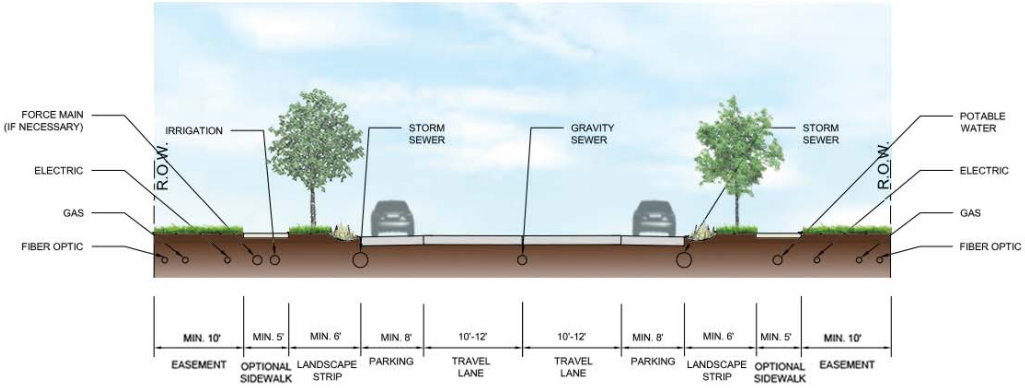
UTILITY OPTION



*Utility locations to be determined with the various utlity providers.

Notes:
(1)These typical cross sections are for illustrative purposes. Final roadway designs may deviate from these designs.
(2) Angle parking may be permitted within the urban and boulevard street sections.
(3) Utility easements may be part of the right-of-way or adjacent to the right-of-way.
(4) On street parking within the residential street section may alternate street sides.
(5) Curb types may vary throughout the project site to best suit the roadside conditions.
(6) Roadways shown are typical per the identified roadway type, and final design may vary at time of final engineering. Design of roadways, paths, rights-of-way, or roadway easements shall be according to Florida Greenbook standards, with deviations and modifications permitted by approval by the county engineer or approval of this pattern book. Sidewalks are required on at least one side of roadways within the Town Center.
(7) Minimum 4-foot wide bike lanes may be incorporated on any roadway.

TYPICAL ROADWAYS



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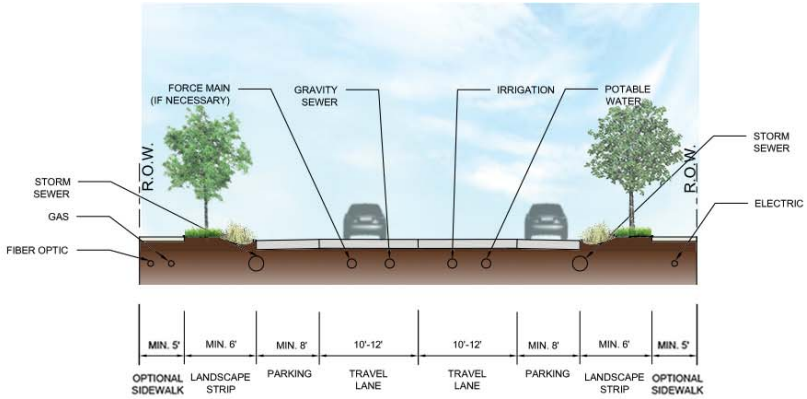

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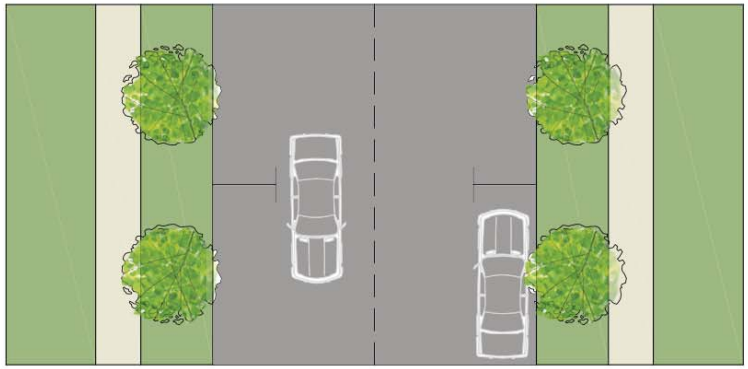
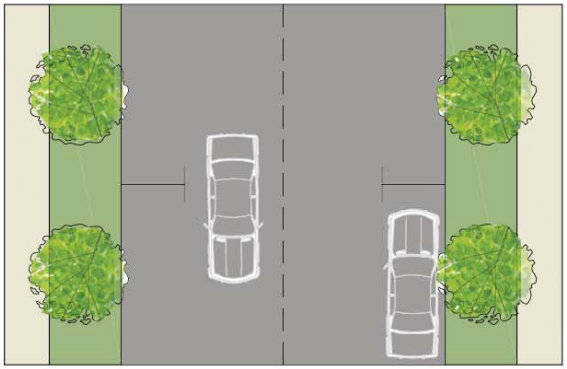




Notes:
(1)These typical cross sections are for illustrative purposes. Final roadway designs may deviate from these designs.
(2) Angle parking may be permitted within the urban and boulevard street sections.
(3) Utility easements may be part of the right-of-way or adjacent to the right-of-way.
(4) On street parking within the residential street section may alternate street sides.
(5) Curb types may vary throughout the project site to best suit the roadside conditions.
(6) Roadways shown are typical per the identified roadway type, and final design may vary at time of final engineering. Design of roadways, paths, rights-of-way, or roadway easements shall be according to Florida Greenbook standards, with deviations and modifications permitted by approval by the county engineer or approval of this pattern book. Sidewalks are required on at least one side of roadways within the Town Center.
(7) Minimum 4-foot wide bike lanes may be incorporated on any roadway.

SPECIAL PROVISIONS

An inter-departmental review team may be established to ensure orderly consideration of all applications subject to review and to streamline the review process for projects within the District.

Subdivision Plats/Construction Plans.
1. Submission, review, and approval of subdivision plats for the project may be accomplished in phases to correspond with the planned development of the property.
2. Construction plans may be submitted, reviewed, and approved concurrently with plat applications.
3. Preliminary and final plat applications may be concurrently reviewed and processed for approval.
4. Determination of the adequacy of public facilities may be stipulated at time of construction plan approval and plat approval on the condition that connection to water and sewer service facilities is demonstrated at time of Certificate of Occupancy.

Assurance of completion of improvements. Subdivision plats may be accepted if all infrastructure is not constructed, provided that security in the form of a surety or cash performance bond is posted with the Board of County Commissioners and made payable to the County in an amount equal to 110 percent of the full cost of installing the remaining required improvements approved by the County for each phase of development. Upon County acceptance of any portion of the infrastructure, the surety or cash performance bond may be adjusted and renewed at any time at 110 percent of the cost of completing remaining required improvements until completion. The Board may also accept letters of credit or escrow account agreements or other forms of security provided the County Attorney approves the document.

Construction trailers, sales centers and model homes. Model homes, sales centers, sales offices, construction offices, and other uses and structures related to the promotion and sale of real estate shall be permitted as either “wet” or “dry” facilities. A “dry” facility allows for the issuance of a building permit for a structure to be used temporarily under a conditional certificate of occupancy for sales, display and promotion before connections to a central water and wastewater utility are available. “Dry” facilities are not to be occupied by sales staff. Connections to a central water and wastewater utility are required for a “dry” facility to be converted for permanent certificate of occupancy as a dwelling unit. A “wet” facility is equipped with water and wastewater and can be occupied by sales staff and used for sales, display and promotion under a conditional certificate of occupancy. “Wet” facilities may use septic tanks or holding tanks for waste disposal subject to the Florida Administrative Code, and may use potable or irrigation wells. Connections to a central water and wastewater utility are required for a “wet” model home to be converted for permanent certificate of occupancy as a dwelling unit.
1. For each subdivision, the maximum allowable number of model homes is ten (10) or ten percent (10%) of proposed dwelling units within the subdivision, whichever is greater.
2. Both “wet” and “dry” facilities may be constructed upon building permit approval following the first round of County review for plat approval, prior to final plat.
3. A “wet” facility may be served by a temporary utility system with ultimate connection to the central system. Interior fire protection facilities in accordance with NFPA requirements are required unless a permanent water system is available.
4. A water management plan shall be provided which accommodates water run-off from the facility, parking areas, access road/driveway and other impervious surfaces.
5. Site Plan approval is required for sales centers and for “wet” models to function as sales offices. Site Plan approval is not required for single family “dry” models or construction trailers.
v

Babcock Overlay Zoning District
Pattern Book

Phase 1A
and
Subdivision Approval

June 2015

As approved by the Board of County Commissioners, the Babcock Ranch Pattern Book is a flexible and innovative planning tool that outlines some of the possible parameters for the implementation of development approvals for Babcock Ranch. Pursuant to the Babcock Overlay Zoning District, Section 3-9-51.(a)(E), "Pattern Books may be submitted to define development parameters and design standards applicable within a defined site, area or subdistrict to establish some or all of the governing design parameters and standards, which may constitute waivers of submittal requirements and deviations, including but not limited to: setbacks, building heights, building orientation, parking, loading, landscaping, lighting, signage, density, intensity, lot sizes, coverages, and standards for roadway design and rights-of-way. Approval of Pattern Books shall be issued by the Zoning Official or designee (Zoning Official) upon finding that standards, waivers, and deviations are consistent with public health, safety and welfare."

Development of Phase 1A is the initial portion of the Babcock Ranch development, consisting of residential and non-residential development in the Town Center. Concurrently with the development of Phase 1A, there will be development of the Town and County Utility water, wastewater, and irrigation facilities; the development of the FPL Solar Array; and the FPL substation adjacent to the utility site. The completion of the utility plants and related infrastructure is scheduled to coincide with the completion of the initial development of model homes and Town Center non-residential development.

The Grand Opening of Phase 1A is scheduled for February 2017. In order to meet this scheduled event, construction must begin on Phase 1A in the summer of 2015. This Pattern Book provides development parameters for Phase 1A as described in

Exhibit "A", recognizing the unique characteristics of the project, and extensive permitting that has occurred though State and Federal Agencies to get to the point that development can commence on site.

The following procedures are approved:

A. Final Site Plan Approval. In order to keep development approvals moving in a timely manner, the Developer may submit the final site plan application for Site Plan review upon approval of the preliminary plat by the Planning and Zoning Board. Final Site Plan approval may contain a condition that the approval is conditioned upon preliminary plat approval by the Board of County Commissioners.

B. Grading. The County will issue clearing and grading permits upon approval of the preliminary plat by the Planning and Zoning Board. Developer acknowledges it will undertake no clearing and grading until it has obtained all necessary State and Federal permits for the clearing and grading. This approval will include any county approvals necessary for Gopher Tortoise Relocation.

C. Building Permits. Developer can submit building permit applications for review upon approval of the preliminary plat by the Planning and Zoning Board. Building permits can be issued upon approval of the preliminary plat by the Board of County Commissioners. Temporary Certificates of Occupancy can be issued prior to completion of the utility infrastructure, but Final Certificates of Occupancy for structures, other than "dry" model homes, will only be issued upon completion of necessary utility infrastructure.

D. Common Area Buildings and Model Homes. Building permits may be issued for Common Area Buildings and Model Homes upon approval of the preliminary plat by the Board of County Commissioners. Common Area Buildings include non-residential buildings in the Town Square area, Neighborhood Center, Welcome Centers, clubhouses and buildings that will house schools and other institutions.

Approved this 8th day of June, 2015.

Zoning Official

EXHIBIT "A"

[LEGAL DESCRIPTION AND SKETCH]

A PARCEL OF LAND LYING IN SECTION 30 AND SECTION 31, TOWNSHIP 42 SOUTH, RANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

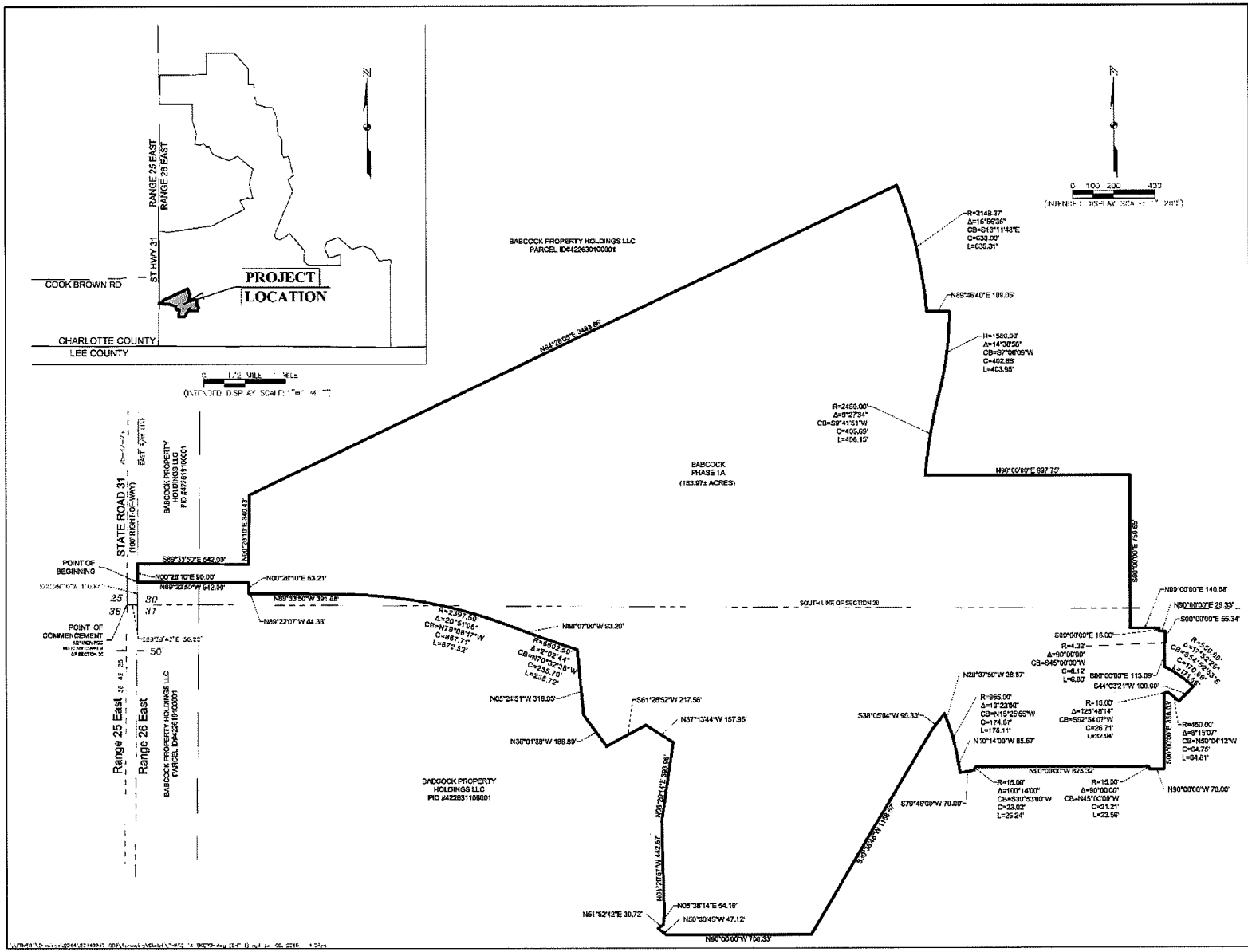
COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 30, THENCE S89°39'43"E, ON THE SOUTH LINE OF SAID SECTION 30, A DISTANCE OF 50.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 31, THENCE ON SAID RIGHT-OF-WAY LINE, N00°26'10"E, A DISTANCE OF 110.64 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ON SAID RIGHT-OF-WAY LINE, N00°26'10"E, A DISTANCE OF 90.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, S89°33'50"E, A DISTANCE OF 542.00 FEET; THENCE N00°26'10"E, A DISTANCE OF 340.43 FEET; THENCE N64°28'05"E, A DISTANCE OF 3,493.66 FEET; THENCE ON THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING: A RADIUS OF 2,148.37 FEET, A CENTRAL ANGLE OF 16°56'36", A CHORD BEARING OF S13°11'48"E, AND A CHORD DISTANCE OF 633.00 FEET, FOR AN ARC DISTANCE OF 635.31 FEET; THENCE N89°46'40"E, A DISTANCE OF 109.05 FEET; THENCE ON THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING: A RADIUS OF 1,580.00 FEET, A CENTRAL ANGLE OF 14°38'58", A CHORD BEARING OF S07°06'09"W, AND A CHORD DISTANCE OF 402.88 FEET, FOR AN ARC DISTANCE OF 403.98 FEET; THENCE ON THE ARC OF A REVERSE CURVE TO THE LEFT HAVING: A RADIUS OF 2,460.00 FEET, A CENTRAL ANGLE OF 09°27'34", A CHORD BEARING OF S09°41'51"W, AND A CHORD DISTANCE OF 405.69 FEET, FOR AN ARC DISTANCE OF 406.15 FEET; THENCE N90°00'00"E, A DISTANCE OF 997.75 FEET; THENCE S00°00'00"E, A DISTANCE OF 750.65 FEET; THENCE N90°00'00"E, A DISTANCE OF 140.68 FEET; THENCE S00°00'00"E, A DISTANCE OF 18.00 FEET; THENCE N90°00'00"E, A DISTANCE OF 29.33 FEET; THENCE S00°00'00"E, A DISTANCE OF 55.34 FEET; THENCE ON THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING: A RADIUS OF 4.33 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S45°00'00"W, AND A CHORD DISTANCE OF 6.12 FEET, FOR AN ARC DISTANCE OF 6.80 FEET; THENCE S00°00'00"E, A DISTANCE OF 113.09 FEET; THENCE ON THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING: A RADIUS OF 550.00 FEET, A CENTRAL ANGLE OF 17°52'29", A CHORD BEARING OF S54°52'53"E, AND A CHORD DISTANCE OF 170.89 FEET, FOR AN ARC DISTANCE OF 171.58 FEET; THENCE S44°03'21"W, A DISTANCE OF 100.00 FEET; THENCE ON THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING: A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 08°15'07", A CHORD BEARING OF N50°04'13"W, AND A CHORD DISTANCE OF 64.75 FEET, FOR AN ARC DISTANCE OF 64.81 FEET; THENCE ON THE ARC OF A COMPOUND CURVE TO THE LEFT HAVING: A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 125°48'14", A CHORD BEARING OF S62°54'07"W, AND A CHORD DISTANCE OF 26.71 FEET, FOR AN ARC DISTANCE OF 32.94 FEET; THENCE S00°00'00"E, A DISTANCE OF 358.03 FEET; THENCE S90°00'00"W, A DISTANCE OF 70.00 FEET; THENCE ON THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING: A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF N45°00'00"W, AND A CHORD DISTANCE OF 21.21 FEET, FOR AN ARC DISTANCE OF 23.56 FEET; THENCE S90°00'00"W, A

DISTANCE OF 825.32 FEET; THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING: A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 100°14'00", A CHORD BEARING OF S39°53'00"W, AND A CHORD DISTANCE OF 23.02 FEET, FOR AN ARC DISTANCE OF 26.24 FEET; THENCE S79°46'00"W, A DISTANCE OF 70.00 FEET; THENCE N10°14'00"W, A DISTANCE OF 85.67 FEET; THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING: A RADIUS OF 965.00 FEET, A CENTRAL ANGLE OF 10°23'50", A CHORD BEARING OF N15°25'55"W, AND A CHORD DISTANCE OF 174.87 FEET, FOR AN ARC DISTANCE OF 175.11 FEET; THENCE N20°37'50"W, A DISTANCE OF 38.67 FEET; THENCE S38°05'04"W, A DISTANCE OF 96.33 FEET; THENCE S30°38'46"W, A DISTANCE OF 1,158.57 FEET; THENCE S90°00'00"W, A DISTANCE OF 708.33 FEET; THENCE N50°30'45"W, A DISTANCE OF 47.12 FEET; THENCE N51°52'42"E, A DISTANCE OF 30.72 FEET; THENCE N05°38'14"E, A DISTANCE OF 54.19 FEET; THENCE N01°29'57"W, A DISTANCE OF 442.67 FEET; THENCE N08°20'14"E, A DISTANCE OF 393.95 FEET; THENCE N57°13'44"W, A DISTANCE OF 157.96 FEET; THENCE S61°28'52"W, A DISTANCE OF 217.56 FEET; THENCE N36°01'38"W, A DISTANCE OF 188.89 FEET; THENCE N05°24'51"W, A DISTANCE OF 318.05 FEET; THENCE ON THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING: A RADIUS OF 6,602.50 FEET, A CENTRAL ANGLE OF 02°02'44", A CHORD BEARING OF N70°32'38"W, AND A CHORD DISTANCE OF 235.70 FEET, FOR AN ARC DISTANCE OF 235.72 FEET; THENCE N69°07'00"W, A DISTANCE OF 93.20 FEET; THENCE ON THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING: A RADIUS OF 2,397.50 FEET, A CENTRAL ANGLE OF 20°51'06", A CHORD BEARING OF N79°08'17"W, AND A CHORD DISTANCE OF 867.71 FEET, FOR AN ARC DISTANCE OF 872.52 FEET; THENCE N89°33'50"W, A DISTANCE OF 391.88 FEET; THENCE N89°22'07"W, A DISTANCE OF 44.38 FEET; THENCE N00°26'10"E, A DISTANCE OF 53.21 FEET; THENCE N89°33'50"W, A DISTANCE OF 542.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 183.97 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON STATE PLANE COORDINATE, FLORIDA WEST ZONE, NORTH AMERICAN DATUM 83(99) U.S. SURVEY FEET. THE SOUTH LINE OF SECTION 30, TOWNSHIP 42 SOUTH, RANGE 26 EAST, BEING S89°39'43"E.


JOHNSON ENGINEERING
BABCOCK PROPERTY HOLDINGS LLC
BABCOCK PHASE 1A
SECTIONS 30 & 31, TOWNSHIP 42 SOUTH, RANGE 26 EAST
CHARLOTTE COUNTY, FLORIDA
REVISIONS
DATE
DESCRIPTION
DATE JUNE 2015
PROJECT NO. 20149849-008
FIELD 31-42-23
SCALE: AS SHOWN
SKETCH OF DESCRIPTION
SHEET NUMBER
1 OF 1
PROJECT LOCATION
COOK BROWN RD
ST HWY 31
RANGE 25 EAST
RANGE 26 EAST
CHARLOTTE COUNTY
LEE COUNTY
STATE ROAD 31
(100' RIGHT-OF-WAY)
POINT OF BEGINNING
POINT OF COMMENCEMENT
Range 25 East
Range 26 East
BABCOCK PROPERTY HOLDINGS LLC
PARCEL ID#422630100001
BABCOCK PROPERTY HOLDINGS LLC
PID #422631100001
BABCOCK PHASE 1A
(183.97± ACRES)
SOUTH LINE OF SECTION 30
S89°33'50"E 642.09'
N00°28'10"E 90.00'
N89°33'50"W 642.09'
N00°28'10"E 53.21'
N89°33'50"W 391.68'
N89°22'07"W 44.38'
N00°28'10"E 840.42'
N64°28'05"E 348.65'
N89°07'00"W 93.20'
N05°24'51"W 318.05'
N36°01'39"W 188.89'
S61°26'52"W 217.56'
N57°13'44"W 157.96'
N05°20'14"E 393.95'
N51°52'42"E 30.72'
N05°38'14"E 64.18'
N50°30'45"W 47.12'
N90°00'00"W 736.33'
S37°30'46"W 1166.67'
S79°48'00"W 70.00'
S38°05'04"W 99.33'
N22°37'50"W 38.87'
N10°14'00"W 85.67'
N90°00'00"W 825.32'
N90°00'00"E 997.75'
S00°00'00"E 750.65'
N89°46'40"E 109.05'
N90°00'00"E 140.58'
N90°00'00"E 29.33'
S00°00'00"E 55.34'
S00°00'00"E 16.00'
S00°00'00"E 113.09'
S44°03'21"W 100.00'
S00°00'00"E 135.53'
N90°00'00"W 70.00'
SCALE 1/2 MILE
0 100 200 400

Attachment 13:

Babcock Ranch Community Fiscal Stabilization Agreement between Board of County Commissioners of Charlotte County, Florida, and the Babcock Ranch Community Independent Special District

&

Chapter 2007-306

CLY BCC #14

AGR 2008-041
8-13-08

CLERK'S OFFICE
COMMISSION MINUTES
MURDOCK ANNEX

BABCOCK RANCH COMMUNITY FISCAL STABILIZATION AGREEMENT BETWEEN BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA, AND THE BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT

THIS AGREEMENT is made and entered as of this 23RD day of SEPTEMBER, 2008, by and between the **BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA**, a political subdivision of the State of Florida ("Board" or "County"), and the **BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT** ("District").

Recitals

WHEREAS, the Board and District recognize the following:

A. The Babcock Ranch Community ("Babcock") located on approximately 13,630 acres of land generally located in the southeast corner of County adjacent to State Road 31, a legal description of which is provided in Exhibit "A" ("Property"), attached hereto and by reference made a part hereof.

B. The Property is located within the Babcock Ranch Overlay District as established in County's Comprehensive Plan in Ordinance No. 2006-030.

C. The development program for Babcock has been approved in the Babcock Ranch Community Master Development of Regional Impact Maser DRI Development Order ("Master DRI") and will be developed pursuant to subsequent Incremental Development Orders.

D. The Property is owned by Babcock Property Holdings, LLC, and will be developed by Babcock Property Holdings, LLC, and its successors and assigns (collectively "Developer").

E. District and County wish to guarantee that the development of the Property will not create a negative fiscal impact on County. To that end, District and County enter into this Fiscal Agreement to establish a fiscal stabilization program.

F. On Sept 23, 2008, the Board held a public meeting on this Fiscal Agreement after providing notice in accordance with law.

NOW, THEREFORE, in consideration of the mutual covenants entered between the parties, and in consideration of the benefits to accrue to each, it is agreed as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein and made a part hereof.

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

BARBARA T. SCOTT, CLERK, CHARLOTTE COUNTY
OR BOOK 3326, PGS 1412-1439 28 pg(s)
INSTR # 1796426
Doc Type AGR, Recorded 09/25/2008 at 04:38 PM
Rec. Fee: $239.50
Cashiered By: MARIANNE Doc. #:1

OCT 01 2008

28.

2. Definitions.

(a) Babcock Ranch Community Independent District shall mean the Special District established by the Florida legislature pursuant to Chapter 2007-306 (Laws of Florida), with boundaries encompassing all of the Property for the purpose of designing, financing, constructing, maintaining, and operating infrastructure to support the development on the Property.

(b) Governmental Authority shall mean the federal and any state government, and any other political subdivision thereof (including, without limitation, the County), and any other agency, board, department, commission, board, bureau, court or other instrumentality or entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

(c) Governmental Requirement shall mean any law, enactment, statute, code, ordinance, order, rule, regulation, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, determination, or other direction or requirement of any Governmental Authority now existing or hereafter enacted, adopted, promulgated, entered, or issued applicable to the Property, the County, and/or District.

(d) Stabilization Fund shall mean a separate identifiable County account for the funds provided by District and County pursuant to the requirement of this Agreement.

3. Purposes.

(a) To ensure that the development of Babcock will not create a negative fiscal impact on County;

(b) To provide for fiscal monitoring;

(c) To provide a budget stabilization process.

4. Fiscal Stabilization Process.

(a) Beginning in the first April after the issuance of the 5000th certificate of occupancy on the Property ("Commencement of Stabilization") and continuing annually thereafter in each April, the representatives of District and County shall meet to implement the fiscal stabilization process outlined herein ("Annual Reconciliation Meeting").

(b) District and County shall meet as necessary prior to the Annual Reconciliation Meeting to establish a collaborative process to develop the following information and analyses to be documented in a draft report prior to that meeting:

(1) Identify the amounts of development by general types having occurred in the Babcock Ranch development;

(2) Estimate the resident and functional populations of the Babcock Ranch development;

(3) Calculate the Charlotte County per capita operating costs and operating revenues that will be attributed to the Babcock Ranch Development;

(4) Establish the per unit capital costs and revenues that will be attributed to the Babcock Ranch development;

(5) Gather Ad Valorem taxable value data for the Babcock Ranch Development from the offices of the Charlotte County Property Appraiser;

(6) Prepare documentation of any other cost or revenue item that is believed to be relevant to the net fiscal balance of the Babcock Ranch Development; and

(7) Prepare documentation of any ad valorem taxes committed by Charlotte County to capital improvements that should be considered to be capital revenues attributable to the Babcock Ranch Development.

(c) The County Administrator or his/her designee shall convene the Annual Reconciliation Meeting and shall chair the group. The County Administrator or his/her designee shall have the responsibility to produce the draft report and to convey the results of the Reconciliation Meeting and the finalized report ("Annual Reconciliation Report") to the Board of County Commissioners and to receive, deposit, and allocate or appropriate any contributions made resulting from this procedure. The Annual Reconciliation Report shall identify any issues of disagreement between County and District and shall include a discussion by each with regard to the issue of disagreement.

5. Babcock Ranch Development Activity Report.

(a) Each March after Commencement of Stabilization, District shall prepare a summary of development that has occurred by the issuance of Certificates of Occupancy within the Babcock Ranch development during the prior calendar year and cumulatively since the outset of development. This summation is to include:

(1) Residential Dwelling Units;

i. Number of single family dwelling units
ii. Number of multifamily dwelling units
iii. Number of mobile home units
iv. Number of hotel or motel rooms

(2) Non-Residential Square Feet of Floor Area;

i. Banks and other financial institutions
ii. Mini-Warehouse
iii. Movie Theatre
iv. Church/Synagogue
v. Day Care Centers
vi. Quality Restaurants
vii. High-Turnover Sit-Down Restaurants

viii. Car Sales
ix. Offices
x. Medical Offices
xi. Hospitals
xii. Nursing Homes
xiii. General Industrial
xiv. Warehouse/Storage
xv. Commercial/Retail
xvi. Pharmacy with Drive-Thru
xvii. Fast Food Restaurant
xviii. Service Station per Fueling Station
xix. Convenience Retail

(b) These magnitudes are to be used in establishing the resident and functional populations of the Babcock Ranch development. The residential and functional populations of the Babcock Ranch development will be used in estimating the costs and revenues associated with the Babcock Ranch development as discussed below.

6. Basis of the Revenues and Costs.

(a) Adopted County Budget for the Applicable Fiscal Year

The adopted County budget for the currently applicable fiscal year is the basis for the analysis.

(b) Division of Financial Services Format with Account Codes

Pursuant to Chapter 218.32, F.S, all local governments must submit their budgets to the Florida Division of Financial Services using the Uniform Chart of Accounts. The analysis will use the Uniform Chart of Accounts.

7. Revenues.

The two general categories of revenues that are to be considered are capital and operating.

(a) Ad Valorem Operating Revenues

The Taxable Value of all property within the Babcock Ranch development, as reported by the Charlotte County Property Appraiser as of January 1 of the current calendar year, shall be the base for calculating ad valorem revenues. The Babcock Ranch Taxable Value will be reduced by 5% and then multiplied by the Charlotte County general fund ad valorem rate to arrive at **Total Ad Valorem Operating Revenues**.

(b) Non-Ad Valorem Operating Revenues

(1) The non-ad valorem operating revenues to be included are those Charlotte County non-ad valorem revenues that vary with the size of the population or the level

of development. The Charlotte County non-ad valorem revenues by line item are to be divided by the Charlotte County resident or peak population as of April of that year to arrive at per capita non-ad valorem revenues. For example, July 2007 resident and peak population are shown in Exhibit "B1", attached hereto and incorporated herein by reference. The Charlotte County per capita non-ad valorem revenues will be multiplied by the Babcock Ranch appropriate resident or functional population, as reported by District, to arrive at **Total Non-Ad Valorem Operating Revenues** for the subject year.

(2) Charlotte County budgetary line item revenues are attached as Exhibit "C1" hereto in the Uniform Chart of Accounts format. Those line items that are to be included as operating revenues attributable to the Babcock Ranch development are so noted. Any operating revenue item not so indicated will not be included unless there is a specific showing that such revenues have been received by Charlotte County from the Babcock Ranch development. The line items are to be divided by the appropriate resident or peak population as shown in Exhibit "C1" hereto in establishing the per capita revenue. The appropriate non-ad valorem revenue multiplier is shown in Exhibit "C1" hereto.

(c) Capital Revenues

(1) The capital revenues to be considered are the payments of impact fees to Charlotte County for Roads, Parks & Recreation, Law enforcement, Fire protection and rescue, Public buildings, and Public libraries. All developer contributions or District special assessments, the proceeds of which were devoted to Charlotte County capital improvements shall be included in Capital Revenues. Impact fees paid, developer contributions made, and District special assessments paid during the prior calendar year shall be summed. This is **Total Capital Revenues**.

(2) To the extent that Charlotte County has committed ad valorem tax revenues to the financing of capital improvements not reflected in the Charlotte County budgetary categories attached hereto, the taxable value of Babcock Ranch Property, reduced by 5%, shall be multiplied by the appropriate ad valorem tax rate, as reported by the County Administrator, and the result shall be added to Total Capital Revenues.

(3) To the extent that Charlotte County has committed sales tax revenues to the finance of capital improvements not reflected in the Charlotte County budgetary categories attached hereto, the per capita (functional population) sales taxes devoted to such capital allocations shall be multiplied by the Babcock Ranch functional population and the result shall be added to Total Capital Revenues.

(d) Total Revenues

Total Revenues for the subject year will be the sum of **Total Capital Revenues** for that year, **Total Non-Ad Valorem Revenues** for that year, and **Total Ad-Valorem Revenues** for that year. The capital, non-ad valorem operating and ad valorem operating and total revenues shall be shown for each individual year and cumulated since the first year.

8. Costs.

There are two general categories of costs to be considered: capital and operating.

(a) Capital Costs

(1) The capital costs of relevance are:

i. Roads,
ii. Parks and recreation,
iii. Law enforcement,
iv. Fire protection and rescue,
v. Public buildings, and
vi. Public libraries.

(2) In the absence of Babcock Ranch specific data, these costs will be those identified in the "Technical Memorandum on the Methods of Updating Charlotte County Impact Fees", dated March 24, 2006, or subsequent memoranda that have been approved by the Board of County Commissioners, updated pursuant to the method established in Chapter 3-3.5-13 of the Charlotte County Code of Ordinances. Where there are Babcock Ranch specific cost data, such data will be used in lieu of impact fee data but only after such use has been approved by the County Administrator. However, all Babcock Ranch specific cost data included in the Master DRI shall be used herein.

(3) An example of this calculation might be helpful. Assume that in year x, 100 single family and 100 multifamily dwellings were issued certificates of occupancy. Also assume that 75,000 feet of offices and 75,000 feet of general retail were completed. Reference to the March 24, 2006 impact fee report yields the following capital costs:

Cost Type	**Single Family**	**Multi-Family**	**Office**	**Retail**
	Per Dwelling	**Per Dwelling**	**Per 1,000 FT²**	**Per 1,000 FT²**
Roads	$10,752	$7,550	$10,739	$14,388
Library	$175	$120	$0	$0
Parks	$2,042	$1,401	$0	$0
Law	$515	$353	$329	$363
Fire	$286	$196	$182	$201
Public Buildings	$571	$391	$364	$402
Total	$14,340	$10,012	$11,615	$15,356

These facility costs are without any reductions for outstanding debt, grants, or sales tax allocations. The totals would be multiplied by the magnitudes of development to arrive at capital cost for the particular year:

Cost Type	Single Family Per Dwelling	Multi-Family Per Dwelling	Office Per 1,000 FT²	Retail Per 1,000 FT²
Roads	$10,752	$7,550	$10,739	$14,388
Library	$175	$120	$0	$0
Parks	$2,042	$1,401	$0	$0
Law	$515	$353	$329	$363
Fire	$286	$196	$182	$201
Public Buildings	$571	$391	$364	$402
Total	$14,340	$10,012	$11,615	$15,356
Units Permitted	100	100	75	75
Capital Costs	$1,434,022	$1,001,171	$871,108	$1,151,678

(4) Costs from the most recent impact fee study would be used to make these calculations unless Babcock Ranch specific data is available as described above.

The individual categories of costs shall be summed to **Total Capital Cost** for the subject year.

(b) Operating Costs

(1) The operating costs to be included are those Charlotte County costs that vary with the size of the population or the level of development. The Charlotte County costs by line item will be divided by the Charlotte County resident or peak population as of April of that year to arrive at per capita operating costs. The Charlotte County per capita cost will be multiplied by the Babcock Ranch residential or functional population, as reported by the District as of April of that year, to arrive at **Total Operating Costs** for the subject year.

(2) Charlotte County budgetary line item expenditures are attached as Exhibit "C2" hereto and incorporated herein by reference in the Uniform Chart of Accounts format. Those that are to be included as operating costs attributable to the Babcock Ranch development are so noted. Any operating cost item not so indicated will not be included unless there is a specific showing that such costs have been incurred by Charlotte County in serving the Babcock Ranch development. The line items are to be divided by the appropriate resident or peak population as shown in Exhibit "C2" hereto in establishing the per capita costs. The appropriate non-ad valorem cost multiplier is shown in Exhibit "C2" hereto.

(c) Total Costs

Total Costs are the sum of Total Capital Costs and Total Operating Costs for the subject year. The capital, operating and total costs shall be shown for each individual year and cumulated since the first year.

9. Net Fiscal Balance.

(a) The Babcock Ranch net fiscal balance will be determined by subtracting **Total Costs** for the subject year from **Total Revenues** for that year. The goal of the Babcock Ranch Fiscal Stabilization Program is to have the net fiscal balance for each year after Commencement of Stabilization be zero, that is, for revenues to equal cost.

(b) At the Annual Reconciliation Meeting the cumulative fiscal balance will be addressed. If the cumulative balance is in deficit, a contribution will be made by District to the Stabilization Fund to compensate for such deficit. Any such contribution shall be made by District no later than thirty (30) days after the Board reviews the Annual Reconciliation Report at a meeting of the Board. This process will continue until December 31, 2037, the Buildout Date of the Babcock Ranch Community Master DRI, or as otherwise provided in provision 9(c) below.

(c) When the fiscal monitoring indicates that the development of the Property has generated a fiscal surplus for three years in succession, County will begin to replenish the Stabilization Fund by depositing 50% of the net fiscal surplus generated in the prior fiscal year ending September 30. Any such replenishment shall be made by County no later than thirty (30) days after the Board reviews the Annual Reconciliation Report at a meeting of the Board. County's obligation to replenish the Stabilization Fund is strictly limited to net fiscal surplus revenues generated by development of the Property. The total amount of replenishment will be no more than the amount drawn down by County to offset any negative fiscal impacts ("Replenishment Amount"). When the Replenishment Amount has accrued in the Stabilization Fund, this Agreement shall terminate without any further action being required of the parties hereto except as provided in provision 14 below.

(d) District and County will resolve any disagreements concerning the Annual Reconciliation Report within 90-days. If County and District cannot resolve a disagreement concerning the results of the Annual Reconciliation Report, the issue will be sent to an independent review committee ("Review Committee"). The Review Committee will be composed of three members with substantial experience in fiscal analysis. One member will be appointed by County, one by District and those two representatives shall agree on a third member. If the two appointed members cannot agree on the third member they shall request from the American Arbitration Association ("Association") a list of three persons who would be willing to serve on the Committee. Each of the two appointed members shall strike one of the three persons proposed by the Association and the remaining person shall be the third member of the Committee. The decision of the Review Committee will be binding on County and District.

10. Construction.

(a) Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include legally recognized entities, including, without limitation, corporations, partnerships, limited liability companies, and trusts. The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this

Agreement; the term "heretofore" shall mean before the date this Agreement is executed; and the term "hereafter" shall mean after the date this Agreement is executed.

(b) All parties have provided input and participated in the drafting and preparation of this Agreement or are a successor to the authors and a beneficiary hereof, and the provisions hereof shall not be construed for or against any party executing or joining into this Agreement by reason of authorship.

(c) Nothing herein is intended to, or shall be construed to, limit the power of local self-government of a charter county, or conflict with the Constitution of the State of Florida, or the Charlotte County Home Rule Charter, or any amendments thereto, initially approved by vote of the electors on November 3, 1992 and which became effective January 1, 1993.

(d) The provisions of this Agreement may contemplate that County and/or any of County's boards or departments, acting in their governmental capacity, will consider taking governmental actions as set forth in this Agreement or as otherwise reasonably anticipated in connection with the development of the Property. Nothing in this Agreement shall be construed to limit or restrict County from undertaking all such considerations and actions in accordance with applicable law in the exercise of police powers. The parties recognize that County retains sole discretion as to the exercise of police powers or otherwise in the exercise of their governmental authority.

(e) This Agreement shall not be construed as a waiver of any sovereign immunity pursuant to Section 768.28, Florida Statutes.

11. Section Headings. Any headings preceding the texts of the several Paragraphs or Sections of this Agreement and any table of contents or marginal notes appended to copies hereof shall be solely for convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

12. Representations of the County. As of the Effective Date, County makes the following representations to District as the basis for the undertaking on the part of the District herein contained:

(a) County is duly organized and validly existing as a political subdivision of the State of Florida.

(b) County has full power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

(c) County is not in default under any provisions of the laws of the State which are material to the performance of its obligations under this Agreement.

(d) County has duly authorized the execution and delivery of this Agreement and assuming the due authorization, execution and delivery by District, this Agreement constitutes a valid and legally binding obligation of County, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable

bankruptcy, insolvency, moratorium (instituted by other than County), reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

(e) The authorization, execution and delivery of this Agreement and the compliance by County with the provisions hereof will not conflict with or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State relating to County or its affairs, or any ordinance, resolution, agreement, lease or other instrument to which County is subject or by which it is bound.

(f) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the actual knowledge of County, threatened against or affecting County, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated, or which, in any way, would materially adversely affect the validity of this Agreement or any agreement or instrument to which County is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

(g) There is no moratorium in effect or contemplated which would affect the Property.

13. Representations of District. As of the Effective Date, District makes the following representations to County and as the basis for the undertaking on the part of the County herein contained:

(a) District is duly organized and validly existing as an independent special district under the laws of the State as established by the Florida Legislature under Chapter 2007-306, (Laws of Florida).

(b) District has full power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

(c) District is not in default under any provisions of the laws of the State which are material to the performance of its obligations under this Agreement.

(d) District has duly authorized the execution and delivery of this Agreement and assuming the due authorization, execution and delivery by the County, this Agreement constitutes a valid and legally binding obligation of the District, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium (instituted by other than County), reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

(e) The authorization, execution and delivery of this Agreement and the compliance by District with the provisions hereof will not conflict with or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State relating to District or its affairs, or any

ordinance, resolution, agreement, lease or other instrument to which District is subject or by which it is bound.

(f) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the knowledge of District, threatened against or affecting District, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby or which, in any way, would materially adversely affect the validity of this Agreement or any agreement or instrument to which District is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

14. Duration. This Agreement shall terminate on December 31, 2037, the buildout date of the Master DRI, or as provided in provision 9(c) of this Agreement, or any earlier date as may be mutually agreed upon in writing by the parties. The parties contemplate that the term of this Agreement may be extended by mutual written agreement if market conditions or other factors have not enabled the Master DRI Development Program to be completed within said Master DRI buildout date.

15. Documentation to Effectuate Purpose of Agreement. County agrees to provide documentation and enter into additional agreements to effectuate the purposes of this Agreement including, but not limited to, that required to support the issuance of bonds by the District and the creation of a separate accounting district.

16. Recording. The Clerk to the Board shall record this Agreement and any subsequent termination under provision 9(c) or 14 of this Agreement in the Public Records of Charlotte County.

17. Effective Date. This Agreement shall be effective upon the signing of the agreement by the last party to execute the agreement.

18. Default/Enforcement.

(a) A party hereto shall be deemed to be in default of its obligations under this Agreement, if such party fails to perform any covenant, agreement, obligation, term or condition set forth herein, for a period of thirty (30) days following receipt of written notice of such failure by the other party(ies) hereto; provided, however, that if such default is of such a nature that it cannot reasonably be cured within such thirty (30) day period, then a default shall not be considered to have occurred so long as such party commences such cure within the aforesaid thirty (30) day period and thereafter pursues the same diligently to completion.

(b) If any party defaults in performing its obligations pursuant to the terms of this Agreement, the non-defaulting party shall be entitled to all rights and remedies afforded under Florida law, whether at law or in equity, and, if applicable, may obtain appropriate injunctive relief. In the event County or District is required to seek enforcement of the provisions of this Agreement, each party shall bear its own costs of such action, including attorney's fees.

19. Notices.

(a) All notices, demands, requests and other communications hereunder will be in writing and will be deemed to have been given (i) on the same business day if delivered personally, (ii) three (3) business days following mailing by registered or certified mail, return receipt requested, postage pre paid, (iii) on the following business day if delivered by Federal Express or other similar reputable national overnight delivery service, to either party at its address set forth below, or (iv) on the same business day, if received by facsimile transmission (provided that a copy shall be delivered by the next business day, by a national overnight delivery service or personal delivery):

County:	Charlotte County Budget Director 18500 Murdock Circle Port Charlotte, FL 33948
With a copy to:	County Attorney 18500 Murdock Circle Port Charlotte, FL 33948
District:	c/o Kitson & Partners 17837 Murdock Circle Port Charlotte, Florida 33948 ATTN: Charles W. DeSanti, Senior Managing Partner Ph. No.: 941-235-6900 Fax No.: 941-235-6919
With a copy to:	c/o Kitson & Partners 17837 Murdock Circle Port Charlotte, FL 33948 ATTN: President Ph. No.: 941-235-6900 Fax No.: 941-235-6919
With a copy to:	Gunster, Yoakley & Stewart, P.A. 777 S. Flagler Drive, Suite 500 East West Palm Beach, FL 33401 ATTN: James R. Brindell, Esq. Ph. No.: 561-655-1980 Fax No.: 561-655-5677
With a copy to:	Hopping, Green & Sams, P.A. 123 South Calhoun Street Tallahassee, FL 32314 ATTN: Jonathan T. Johnson, Esq. Ph. No.: 850-222-7500 Fax No.: 850-224-8551

(b) Either of the parties may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. The attorneys for County and District shall each have the right to send and receive notices on behalf of their respective clients.

20. Binding Effect, Successors, Assigns, and Assignments.

(a) It is intended that each of the covenants, conditions, restrictions, rights and obligations set forth herein shall be covenants running with, touching and concerning the land and create equitable servitudes in favor of the real property benefited thereby. In furtherance of this intent, it is agreed that County has an interest in the satisfaction of each of the covenants, conditions, restrictions, rights and obligations set forth in this Agreement, notwithstanding that County may not own property benefited by this Agreement, and accordingly, in such event, the rights of County under this Agreement are personal to County and it shall retain its rights to enforce this Agreement. This Agreement and all of the provisions of this Agreement shall inure to the benefit of and be binding upon the parties set forth herein and their respective successors and permitted assigns.

21. Estoppel Certificates. Upon the written request of either party, the other party shall, within ten (10) business days of the date of receipt of such written request, provide to the requesting party, a written estoppel certificate, certifying to the extent true that to the best of such party's knowledge, no party is in default under this Agreement and no event has occurred that with the giving of time or passage of notice would cause a default under this Agreement. The parties acknowledge and agree that any estoppel certificate given pursuant to this Section may only be relied upon by the party(ies) identified thereon as the recipient(s) of the certificate. In the event that County is requested to sign the estoppel certificate, it will be sufficient that it is signed by the County Administrator or the County Administrator's designee.

22. Modification of Agreement.

(a) This Agreement may not be amended or modified in any respect whatsoever or terminated or rescinded, in whole or in part, except by the agreement of the parties hereto and then only by written instrument duly executed with the formality of a deed, acknowledged and recorded in the Public Records of Charlotte County, Florida.

(b) No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, unless otherwise expressly provided. Neither the failure or any delay by any party hereto in exercising any right or power under this Agreement nor any course of dealing between or among the parties will operate as a waiver of such right or power, and no single or partial exercise of any such right or power will preclude any other or further exercise of such right or power or the exercise of any other right or power.

23. Acknowledgments of Satisfaction of Obligations. Upon written request of one party, the other party will provide, within ten (10) business days of the date of receipt of such written request, a written confirmation in a recordable form that a particular obligation(s) under this Agreement specified in the request has been satisfied and is no longer an outstanding

obligation under the Agreement, provided the party from whom the confirmation is sought agrees that said obligation has been fully satisfied. In the event that the County is requested to sign the confirmation, it will be sufficient that it is signed by the County Administrator or the County Administrator's designee.

24. Relationship of Parties. Nothing contained in this Agreement or the activities contemplated hereby shall be construed to create the relationship of principal and agent, partnership, joint venture, trust, tenants in common, or any other relationship between the parties hereto other than separate and distinct entities dealing at arm's length respectively for their own separate interests and benefits.

25. Jury Waiver; Advice of Counsel.

(a) In any civil action, counterclaim, or proceeding, whether at law or in equity, which arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, trial shall be to a court of competent jurisdiction and not to a jury. Each party hereby irrevocably waives any right it may have to a trial by jury. Any party may file a copy of this Agreement with any court, as written evidence of the consent of the parties hereto of the waiver of their right to trial by jury. Neither party has made or relied upon any oral representations to or by any other party regarding the enforceability of this provision. Each party has read and understands the effect of this jury waiver provision.

(b) Each party acknowledges that it has been advised by its own counsel with respect to the transaction governed by this Agreement, and specifically with respect to the terms of provision 25(a), above, which concerns the waiver of each party's right to trial by jury.

26. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, unless such invalid provision was a material provision of this Agreement, in which event this Agreement shall terminate.

27. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action or proceeding to construe or enforce the provisions of this Agreement shall be in the Circuit Court in and for Charlotte County, Florida.

28. Further Assurances. Each of the parties hereto covenants and agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, any and all such further acts, instruments, papers and documents as may be reasonably necessary to carry out and effectuate the intent and purposes of this Agreement so long as there is no additional cost to such party.

29. Business Day. If any date herein set forth for the performance of any obligations by the County or District or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any state or federal holiday for

which financial institutions or post offices are generally closed in the State of Florida for observance thereof.

30. Entire Agreement. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements understandings, negotiations, and discussions of the parties, whether oral or written, and there are no warranties, representations or other agreements among the parties in connection with the subject matter hereof, expect as specifically set forth herein.

[THIS SPACE WAS LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement by their duly authorized officials as of the day and year first above written.

ATTEST:

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
CHARLOTTE COUNTY, FLORIDA

By:
Thomas C. D'Aprile, Chairman

APPROVED AS TO FORM AND CORRECTNESS

By:
Janette S. Knowlton, Esq., County Attorney

LR 2007-642
RB

Signed, sealed and delivered in the presence of:

Elizabeth A. Andres

Theresa A. Jurca

BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT

By:
Neal Blackketter, Chairman, Board of Supervisors

STATE OF FLORIDA

COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by _____, the Chairman of the Board of County Commissioners of Charlotte County, Florida, who is _____ personally known to me, or _____ who has produced _____ as identification and who _____ did/ ____ not take an oath.

Notary Seal

_____
Notary Public, State of Florida
Print Name: _____
My Commission Expires: _____

STATE OF FLORIDA

COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 25 day of AUGUST, 2008, by Neal Blackketter, the Chairman, Board of Supervisors, of THE BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT, who is ✓ personally known to me, or _____ who has produced _____ as identification and who _____ did/ ✓ not take an oath.

Notary Seal

Elizabeth A. Andres

Notary Public, State of Florida

Print Name: ELIZABETH A. ANDRES

My Commission Expires: _____

ELIZABETH A. ANDRES
MY COMMISSION # DD 663677
EXPIRES: April 16, 2011
Bonded Thru Budget Notary Services

EXHIBITS

Exhibit "A"	Legal Description of Property
Exhibit "B1"	Resident and Functional Population Divisors
Exhibit "B2"	Resident and Functional Population by Land Use Multipliers
Exhibit "C1"	Revenues
Exhibit "C2"	Expenditures

EXHIBIT "A"

Legal Description of Property

JOHNSON ENGINEERING

Since 1946

BABCOCK RANCH COMMUNITY

CHARLOTTE COUNTY PARCEL:
A parcel of land lying within Sections 29, 31 through 33, Township 41 South, Range 26 East, AND, Sections 4 through 10, Sections 15 through 17 and Sections 19 through 36, Township 42 South, Range 26 East, Charlotte County, Florida, being more particularly described as follows: Commence at the Southwest corner of Section 31, Township 42 South, Range 26 East and run S89°41'45"E, along the South line of said Section 31, a distance of 50.00 feet to a point on the East right-of-way line of State Road No. 31, said point also being the Point of Beginning of the parcel of land herein described; Thence continue S89°41'45"E a distance of 5,189.75 feet to the Southwest corner of Section 32, Township 42 South, Range 26 East; Thence S89°41'45"E a distance of 5,306.08 feet to the Southeast corner of Section 32, Township 42 South, Range 26 East; Thence S89°37'16"E a distance of 5,289.11 feet to the Southwest corner of Section 34, Township 42 South, Range 26 East; Thence S89°35'44"E a distance of 5,294.60 feet to the Southeast corner of Section 34, Township 42 South, Range 26 East; Thence S89°35'44"E a distance of 5,294.60 feet to the Southwest corner of Section 36, Township 42 South, Range 26 East; Thence S89°35'44"E, along the South line of Section 36, Township 42 South, Range 26 East, a distance of 3,430.66 feet; Thence N00°00'40"W a distance of 10,185.53 feet; Thence N05°46'23"E a distance of 1,058.56 feet; Thence N66°40'38"W a distance of 200.62 feet; Thence S83°12'47"W a distance of 1,373.33 feet; Thence N30°17'33"W a distance of 1,686.63 feet; Thence N70°02'41"W a distance of 1,332.41 feet; Thence S72°42'44"W a distance of 1,430.81 feet; Thence N49°18'31"W a distance of 2,362.25 feet; Thence S69°00'57"W a distance of 1,518.19 feet; Thence S21°08'17"W a distance of 865.44 feet; Thence S20°29'11"E a distance of 1,376.91 feet; Thence N74°38'25"E a distance of 1,635.69 feet; Thence S00°18'50"E a distance of 1,309.92 feet; Thence S89°45'02"W a distance of 4,154.48 feet; Thence N51°39'36"W a distance of 782.53 feet; Thence N04°14'12"E a distance of 1,329.59 feet; Thence N39°20'59"W a distance of 1,779.16 feet; Thence N42°01'35"W a distance of 1,162.94 feet; Thence S52°01'16"W a distance of 818.34 feet; Thence S62°56'46"W a distance of 516.42 feet; Thence S89°59'33"W a distance of 307.20 feet; Thence N80°06'18"W a distance of 334.84 feet; Thence N20°54'51"W a distance of 336.86 feet; Thence N05°03'05"E a distance of 533.35 feet; Thence N22°47'49"E a distance of 5,490.82 feet; Thence N55°42'26"E a distance of 195.73 feet; Thence N21°59'06"W a distance of 1,739.17 feet; Thence N52°37'55"E a distance of 867.75 feet; Thence N13°36'57"W a distance of 2,507.33 feet; Thence S78°50'16"W a distance of 687.95 feet; Thence N19°48'25"W a distance of 366.25 feet; Thence N08°01'21"W a distance of 493.32 feet; Thence N03°43'40"E a distance of 687.22 feet; Thence N00°28'20"E a distance of 674.51 feet; Thence N25°12'33"W a distance of 261.13 feet; Thence N42°54'55"W a distance of 643.19 feet; Thence N07°19'37"W a distance of 171.40 feet; Thence N13°05'30"E a distance of 201.96 feet; Thence N32°40'01"W a distance of 186.12 feet; Thence N05°04'15"W a distance of 1,832.77 feet; Thence N19°47'08"W a distance of 527.20 feet; Thence N26°13'22"W a distance of 802.13 feet; Thence S79°06'55"W a distance of 475.20 feet; Thence N74°19'19"W a

251 West Hickpochee Avenue (S.R. 80) ; LaBelle, Florida 33935-4757
(863) 612-0594 ; Fax (863) 612-0341

EXHIBIT "A"

Legal Description of Property, cont.

distance of 1,689.05 feet; Thence N01°26'06"W a distance of 897.42 feet; Thence N89°51'42"W a distance of 67.91 feet; Thence N00°00'03"W a distance of 1,218.37 feet; Thence N39°50'11"W a distance of 190.86 feet; Thence N00°00'29"W a distance of 324.62 feet; Thence N89°59'52"W a distance of 688.20 feet; Thence N00°00'00"E a distance of 1,967.22 feet; Thence N41°13'25"W a distance of 2,825.17 feet; Thence S89°59'57"W a distance of 3,566.80 feet; Thence S00°00'03"E a distance of 2,799.34 feet; Thence S89°11'17"W a distance of 5,960.98 feet to a point on the East right-of-way line for State Road No. 31; Thence along the East right-of-way line for State Road No. 31, the following courses and distances: S00°48'43"E a distance of 2,976.13 feet and S00°34'01"W a distance of 786.25 feet; Thence S89°25'59"E a distance of 4,104.32 feet; Thence S00°01'22"E a distance of 2,084.04 feet; Thence S16°46'15"E a distance of 1,740.24 feet; Thence S09°11'59"W a distance of 1,325.85 feet; Thence S73°15'18"E a distance of 661.15 feet; Thence N59°20'29"E a distance of 577.75 feet; Thence S38°10'48"E a distance of 551.46 feet; Thence S86°25'58"E a distance of 385.80 feet; Thence S24°01'11"E a distance of 975.12 feet; Thence S57°46'34"E a distance of 530.20 feet; Thence S70°04'12"E a distance of 1,843.47 feet; Thence N63°01'21"E a distance of 1,214.99 feet; Thence S50°03'22"E a distance of 2,565.56 feet; Thence S13°56'09"W a distance of 1,953.90 feet; Thence S12°51'59"E a distance of 1,862.33 feet; Thence S71°59'01"W a distance of 448.53 feet; Thence N45°00'57"W a distance of 266.60 feet; Thence S69°50'23"W a distance of 1,104.27 feet; Thence S28°10'55"E a distance of 1,272.60 feet; Thence S62°45'03"W a distance of 4,638.30 feet; Thence S82°12'01"W a distance of 711.48 feet; Thence S81°38'00"W a distance of 5,167.82 feet; Thence N77°54'41"W a distance of 707.32 feet; Thence N89°28'15"W a distance of 299.98 feet to a point on the East right-of-way line for State Road No. 31; Thence along the East right-of-way line for State Road No. 31, the following courses and distances: S00°31'45"W a distance of 4,197.71 feet, S00°26'10"W a distance of 5,282.33 feet and S00°36'46"W a distance of 5,337.00 feet to the Point of Beginning.
Containing 13,630.60 acres, more or less.
Dimensions and acreage shown are grid values.
Bearings hereinabove mentioned are based on the South line of Section 31, Township 42 South, Range 26 East to bear S89°41'45"E.

Mark G. Wentzel

Mark G. Wentzel (For The Firm LB 642)
Professional Surveyor and Mapper
Florida Certificate No. 5247
Date signed: 8/27/08

EXHIBIT B1 RESIDENT AND FUNCTIONAL POPULATIONS

The 2007 county-wide resident and functional population estimates are shown below.

County Resident Population Estimate - April 2007	163,430
County Peak Population Estimate - 2007 (118.68% of Resident)	193,959

EXHIBIT B2. FUNCTIONAL POPULATION BY LAND USE 2007

Land Use	Unit	Resident Population	Functional Population
Residential Population:			
Single Family Detached	Dwelling Unit	2.25	1.338
Multi Family	Dwelling Unit	1.54	0.918
Mobile Home	Dwelling Unit	1.63	0.968
Non-Residential Population:			
Walk-in Bank per 1,000 FT^2	1,000 FT^2 of Floor Area	0	1.688
Drive-Thru Bank per Lane	1,000 FT^2 of Floor Area	0	1.856
Mini-Warehouse per 1,000 FT^2	1,000 FT^2 of Floor Area	0	0.095
Hotel/Motel per Room	Room to be Occupied	0.50	1.047
Movie Theatre per 1,000 FT^2	1,000 FT^2 of Floor Area	0	8.034
Church/Synagogue per 1,000 FT^2	1,000 FT^2 of Floor Area	0	0.514
Day Care Center per 1,000 FT^2	1,000 FT^2 of Floor Area	0	1.100
Quality Restaurant per 1,000 FT^2	1,000 FT^2 of Floor Area	0	4.258
High-Turnover Sit-Down Restaurant per 1,000 FT	1,000 FT^2 of Floor Area	0	5.307
Car Sales 1,000 FT^2	1,000 FT^2 of Floor Area	0	2.234
Offices per 1,000 FT^2 :			
Under 100,000 FT^2	1,000 FT^2 of Floor Area	0	0.854
100,000 -199,999 FT^2	1,000 FT^2 of Floor Area	0	0.769
200,000 - 399,999 FT^2	1,000 FT^2 of Floor Area	0	0.751
400,000 FT^2 & Over	1,000 FT^2 of Floor Area	0	0.708
Medical Buildings:			
Medical Offices per 1,000 FT^2	1,000 FT^2 of Floor Area	0	1.172
Hospitals per 1,000 FT^2	1,000 FT^2 of Floor Area	0	1.276
Nursing Homes per 1,000 FT^2	1,000 FT^2 of Floor Area	0	0.562
Industrial Buildings:			

Gen. Industrial per 1,000 FT^2	1,000 FT^2 of Floor Area	0	0.473
Warehouse/Storage per 1,000 FT^2	1,000 FT^2 of Floor Area	0	0.244
Commercial/Retail per 1,000 FT^2:			
Under 100,000 FT^2	1,000 FT^2 of Floor Area	0	0.944
100,000 -199,999 FT^2	1,000 FT^2 of Floor Area	0	1.314
200,000 - 399,999 FT^2	1,000 FT^2 of Floor Area	0	1.778
400,000 FT^2 & Over	1,000 FT^2 of Floor Area	0	1.634
Pharmacy with Drive-Thru	1,000 FT^2 of Floor Area	0	0.858
Fast Food Restaurant	1,000 FT^2 of Floor Area	0	5.308
Service Station per Fueling Station	Fueling Station	0	1.494
Convenience Retail	1,000 FT^2 of Floor Area	0	4.263

EXHIBIT C1. Revenues

Account Number	Account Description	Decision	Divisor	Multiplier
311000	Ad Valorem Taxes	[redacted]		
312100	Local Option Tourist Development Tax	Include	Peak	Funtional
3124-4	Local Option Fuel Taxes	Include	Peak	Funtional
312600	Local Option Sales Tax	Include	Peak	Funtional
313500	Cable Television-Franchise Fees	Include	Peak	Funtional
313700	Solid Waste-Franchise Fees	Include	Peak	Funtional
314100	Electricity-Utility Services	Include	Peak	Funtional
314200	Telecommunications-Utility Sevices	Include	Peak	Funtional
314300	Water-Utility Services	Include	Peak	Funtional
314400	Gas-Utility Services	Include	Peak	Funtional
314700	Fuel Oil-Utility Services	Include	Peak	Funtional
314800	Propane-Utility Services	Include	Peak	Funtional
315000	Communication Services Tax	Include	Peak	Funtional
319000	Other Taxes	Include	Peak	Funtional
320000	Licenses & Permits	Include	Peak	Funtional
321000	Occupational Licenses	Include	Peak	Funtional
322000	Building Permits	Include	Peak	Funtional
329000	Other Licenses, Permits, Fees	Include	Peak	Funtional
331200	Public Safety-Federal Grants	[redacted]		
331500	Economic Environment-Federal Grants			
331620	Public Assistance			
332000	Federal Shared Revenues			
333000	Federal Payments In Liu Of Taxes			
334200	Public Safety-State Grants			
334390	Other Physical Environment-State Grants			
334490	Other Transportation-State Grants			
334500	Economic Environment-State Grants			
334610	Health or Hospitals-State Grants			
334620	Public Welfare-State Grants			
334690	Other Human Services-State Grants			
334700	Culture/Recreation-State Grants			
334820	Article V Trust Fund-(Court-Related)-State Grants			
335000	Other State Grants			
335120	State Revenue Sharing Proceeds	Include	Resident	Resident
335130	Insurance Agents Licenses	Include	Peak	Funtional
335140	Mobile Home Licenses	Include	Peak	Funtional
335150	Alcoholic Beverage Licenses	Include	Peak	Funtional
335160	Pari-Mutuel Distribution Replacement	Include	Resident	Resident
335180	Local Government Half-Cent Sales Tax	Include	Peak	Funtional
335200	Public Safety-State Shared	Include	Peak	Funtional
335390	Other Physical Environment-State Shared	Include	Peak	Funtional
335400	Constitutional & County Gas Tax	Include	Peak	Funtional
335500	Economic Environment-State Shared	Include	Peak	Funtional
335610	Health or Hospitals-State Shared	Include	Peak	Funtional
335690	Other Human Services-State Shared	Include	Peak	Funtional
336000	State Payments in Lieu of Taxes	[redacted]		
337100	General Government Shared	Include	Resident	Funtional
337500	Economic Environment-Local Grants	Include	Resident	Funtional
337600	Human Services-Local Grants	[redacted]		
338000	Shared Revenue From Other Local Units			
338300	One Cent Voted Gas Tax	Include	Peak	Funtional

Account Number	Account Description	Decision	Divisor	Multiplier
341100	Recording Fees--Charges for Services	Include	Peak	Funtional
341200	Internal Services Fees and Charges	Include	Peak	Funtional
341550	Supervisor of Election-Charges for Services	Include	Peak	Funtional
341800	County Officer Commission and Fees	Include	Peak	Funtional
341900	Other General Government Charges and Fees	Include	Peak	Funtional
342100	Police-Charges for Services	Include	Peak	Funtional
342200	Fire Protection-Charges for Services	Include	Peak	Funtional
342300	Housing for Prisoners-Charges for Services	Include	Peak	Funtional
342400	Emergency Fees-Charges for Services	Include	Peak	Funtional
342500	Protective Inspections-Charges for Services	Include	Peak	Funtional
342600	Ambulance Fees-Public Safety-Charges for Services	Include	Peak	Funtional
342900	Other Public Safety Charges and Fees-Public Safety	Include	Peak	Funtional
343100	Electricity-Utility Services			
343200	Gas-Utility Services			
343300	Water-Utility Services			
343400	Garbage/Solid Waste-Physical Environment			
343600	Water/Sewer Combination Utility-Physical Environment			
343700	Conservation and Resource Management-Physical Environment	Include	Peak	Funtional
343900	Other Physical Environment Charges-Physical Enviroment	Include	Peak	Funtional
344000	Transportation-Charges for Services	Include	Peak	Funtional
344500	Parking Charges-Transportation-Charges for Services	Include	Peak	Funtional
345100	Housing-Charges for Services	Include	Peak	Funtional
345900	Other Economic Environment-Charges for Services	Include	Peak	Funtional
346300	Clinic Fees-Human Services-Charges for Services	Include	Peak	Funtional
346400	Animal Control and Shelter Fees-Charges for Services	Include	Peak	Funtional
347100	Library-Charges for Services	Include	Peak	Funtional
347200	Parks and Recreation-Charges for Services	Include	Peak	Funtional
347500	Special Recreation Facilities--Charges for Services	Include	Peak	Funtional
347900	Other Culture / Recreation-Charges for Services	Include	Peak	Funtional
348110	Filing Fees-County Court Criminal	Include	Peak	Funtional
348120	Service Charges-County Court Criminas	Include	Peak	Funtional
348130	Court Costs-County Court Criminal	Include	Peak	Funtional
348140	Additonal Court Costs-County Court Criminal	Include	Peak	Funtional
348150	Court Improvement Fund-County Court Criminal	Include	Peak	Funtional
348210	Filing Fees-Circuit Court Criminal	Include	Peak	Funtional
348220	Service Charges-Circuit Court Criminal	Include	Peak	Funtional
348230	Court Costs-Circuit Court Criminal	Include	Peak	Funtional
348240	Additonal Court Costs-Circuit Court Criminal	Include	Peak	Funtional
348250	Court Improvement Fund-County Circuit Criminal	Include	Peak	Funtional
348310	Filing Fees-County Court Civil-Court Related Revenues	Include	Peak	Funtional
348320	Services Charges-County Court Civil-Court Related Revenues	Include	Peak	Funtional
348350	Court Facility Fees-County Court Civil-Court Related Revenues	Include	Peak	Funtional
348410	Filing Fees-Circuit Court Civil-Court Related Revenues	Include	Peak	Funtional
348420	Service Charges-Circuit Court Civil-Court Related Revenues	Include	Peak	Funtional
348450	Court Facility Fees-Circuit Court Civil	Include	Peak	Funtional
348480	Child Support-Circuit Court Civil-Court Related Revenues	Include	Peak	Funtional
348510	Traffic Court Filing Fees-Court Related Revenues	Include	Peak	Funtional
348520	Service Charges-Traffic Court (Criminal and Civil)	Include	Peak	Funtional
348530	Court Costs-Traffic Court (Criminal and Civil)	Include	Peak	Funtional
348540	Additional Court Costs-Traffic Court (Criminal and Civil)	Include	Peak	Funtional
348550	Court Improvement Fund-Traffic Court (Criminal and Civil)			
348660	Mediation and Arbitration (Alt Dispute Res)	Include	Peak	Funtional
348670	Public Defender Liens-Court Service Reimbursement	Include	Peak	Funtional
348710	Filing Fees-Probate-Court Related Revenues	Include	Peak	Funtional
348720	Service Charges-Probate-Court Related Revenues	Include	Peak	Funtional
348750	Court Facility Fees-Probate-Court Related Revenues	Include	Peak	Funtional
349000	Other Charges for Services	Include	Peak	Funtional
351000	Judgments and Fines-Fines-Fines and Forfeitures	Include	Peak	Funtional
352000	Library Fines	Include	Peak	Funtional
353000	Polution Control Violations	Include	Peak	Funtional
354000	Violations of Local Ordinances-Fines	Include	Peak	Funtional
359000	Other Fines and/or Forfeitures	Include	Peak	Funtional
361000	Interest-Interest and Other Earnings	Include	Peak	Funtional
362000	Rents and Royalties	Include	Resident	Resident
363100	Special Assessment/Impact Fees			
363220	Public Safety-Impact Fees			
363230	Physical Environment-Impact Fees			
363240	Transportation-Impact Fees			
363250	Economic Environment-Impact Fees			
363270	Culture/Recreation Impact Fees			
363260	Human Services-Assessment/Impact Fees			
364000	Disposition of Fixed Assets-Sales-Sales	Include	Peak	Funtional
365000	Sale of Surplus Materials and Scrap-Sales-Sales	Include	Peak	Funtional
366000	Contributions and Donations from Private Sources			
367000	Gain or Loss on Sale of Investments-Sales-Miscellaneous	Include	Peak	Funtional
369000	Other Miscellaneous Revenues	Include	Peak	Funtional
381-384	Interfund Transfers In-Non-Operating-Other Sources	Include	Peak	Funtional
383000	Install Purchases Proceeds/Capital Leases-Proceeds	Include	Peak	Funtional
384000	Debt Proceeds-Proceeds			
390-399	Internal Services & Depreciation			

EXHIBIT C2. Expenditures

Account Number	Account Description	Decision	Divisor	Multiplier
511	Legislative-General	Include	Peak	Functional
512	Executive-General	Include	Peak	Functional
513	Financial and Administrative	Include	Peak	Functional
514	Legal Counsel	Include	Peak	Functional
515	Comprehensive Planning	Include	Peak	Functional
516	Judicial	Include	Peak	Functional
517	Court Reporting / Recording	Include	Peak	Functional
519	Other General Government	Include	Peak	Functional
521	Law Enforcement	Include	Peak	Functional
521-60	Law Enforcement - Capital	[redacted]		
522	Fire Control	Include	Peak	Functional
522-60	Fire Control - Capital	[redacted]		
523	Detention/Corrections	Include	Peak	Functional
524	Protective Inspections	Include	Peak	Functional
525	Emergency and Disaster Relief	Include	Peak	Functional
526	Ambulance & Rescue Services	Include	Peak	Functional
527	Medical Examiners	Include	Peak	Functional
528	Consumer Affairs	Include	Peak	Functional
529	Other Public Safety	Include	Peak	Functional
531	Electric Utility Services	Include	Peak	Functional
532	Gas Utiltity Services	Include	Peak	Functional
533	Water Utility Services	[redacted]		
534	Garbage/Solid Waste			
535	Sewer Services			
536	Water/Sewer Services			
537	Conservation/Resource Management	Include	Peak	Functional
538	Flood Control/Stormwater Control	Include	Peak	Functional
539	Other Physical Environment	Include	Peak	Functional
541	Road/Street Facilities	Include	Peak	Functional
541-60	Road/Street Facilities	[redacted]		
544	Mass Transit	Include	Peak	Functional
549	Other Transportation	Include	Peak	Functional
550	Economic Environment	Include	Peak	Functional
551	Employment Opportunity	Include	Peak	Functional
552	Industry Development	Include	Peak	Functional
553	Veterans Services	Include	Peak	Functional
554	Housing and Urban Development	Include	Peak	Functional
559	Other Economic Development	Include	Peak	Functional
561	Hospitals	Include	Peak	Functional
562	Health	Include	Peak	Functional
563	Mental Health	Include	Peak	Functional
564	Public Assistance	Include	Peak	Functional
565	Developmental Disabilities	Include	Peak	Functional
569	Other Human Services	Include	Peak	Functional
571	Libraries	Include	Peak	Functional
572	Parks/Recreation	Include	Peak	Functional
572-60	Parks/Recreation	[redacted]		
573	Cultural Services	Include	Peak	Functional
579	Other Culture/Recreation	Include	Peak	Functional

Account Number	Account Description	Decision	Divisor	Multiplier
580-583	Interfund Transfers Out	Include	Peak	Functional
590	Other Non-Operating Disbursements			
602	State Attorney Administration	Include	Peak	Functional
603	Public Defender Administration	Include	Peak	Functional
604	Clerk of Court Administration	Include	Peak	Functional
606	Trial Court Law Clerks/Legal Support	Include	Peak	Functional
608	Jury Management	Include	Peak	Functional
611	Court Administration	Include	Peak	Functional
612	State Attorney	Include	Peak	Functional
613	Public Defender	Include	Peak	Functional
614	Clerk of Court	Include	Peak	Functional
615	Court Reporter	Include	Peak	Functional
617	Court Interpreters	Include	Peak	Functional
618	Witness Coordination/Management	Include	Peak	Functional
619	Expert Witness Fees	Include	Peak	Functional
621	Public Defender Conflicts	Include	Peak	Functional
631	Court Administration	Include	Peak	Functional
634	Clerk of Court	Include	Peak	Functional
635	Court Reporter Services	Include	Peak	Functional
637	Court Interpreters	Include	Peak	Functional
638	Witness Coordination/Management	Include	Peak	Functional
639	Expert Witness Fees	Include	Peak	Functional
651	Court Administration	Include	Peak	Functional
654	Clerk of Court	Include	Peak	Functional
655	Court Reporter Services	Include	Peak	Functional
657	Court Interpreters	Include	Peak	Functional
658	Witness Coordination/Management	Include	Peak	Functional
659	Expert Witness Fees	Include	Peak	Functional
662	Alternative Dispute Resolutions	Include	Peak	Functional
671	Court Administration	Include	Peak	Functional
672	State Attorney	Include	Peak	Functional
673	Public Defender	Include	Peak	Functional
674	Clerk of Court	Include	Peak	Functional
675	Court Reporter Services	Include	Peak	Functional
677	Court Interpreters	Include	Peak	Functional
678	Witness Coordination/Management	Include	Peak	Functional
679	Expert Witness Fees	Include	Peak	Functional
681	Public Defender Conflicts	Include	Peak	Functional
682	Alternative Dispute Resolutions	Include	Peak	Functional
684	Juvenile Drug Court-Operating	Include	Peak	Functional
691	Court Administration	Include	Peak	Functional
694	Clerk of Court	Include	Peak	Functional
695	Court Reporter Services	Include	Peak	Functional
697	Court Interpreters	Include	Peak	Functional
698	Witness Coordination/Management	Include	Peak	Functional
699	Expert Witness Fees	Include	Peak	Functional
711	Courthouse Security	Include	Peak	Functional
712	Courthouse Facilities	Include	Peak	Functional
713	Information Systems	Include	Peak	Functional
719	Other Operating Court Costs	Include	Peak	Functional
721	Court Administration	Include	Peak	Functional
722	State Attorney	Include	Peak	Functional
723	Public Defender	Include	Peak	Functional
724	Clerk of Court	Include	Peak	Functional
725	Court Reporter Services	Include	Peak	Functional
727	Court Interpreters	Include	Peak	Functional
728	Witness Coordination/Management	Include	Peak	Functional
729	Expert Witness Fees	Include	Peak	Functional
731	Public Defender Conflicts	Include	Peak	Functional
741	Court Administration	Include	Peak	Functional
744	Clerk of Court	Include	Peak	Functional
745	Court Reporter Services	Include	Peak	Functional
747	Court Interpreters	Include	Peak	Functional
748	Witness Coordination/Management	Include	Peak	Functional
749	Expert Witness Fees	Include	Peak	Functional
752	Alternative Dispute Resolutions	Include	Peak	Functional
761	Court Administration	Include	Peak	Functional
762	State Attorney	Include	Peak	Functional
763	Public Defender	Include	Peak	Functional
764	Clerk of Court	Include	Peak	Functional
765	Traffic Court Hearing Officers	Include	Peak	Functional

** All Expenditures with object code of 60 would be excluded as this indicates Capital Expenses

CHAPTER 2007-306

Council Substitute for House Bill No. 1515

An act relating to Charlotte County; creating the Babcock Ranch Community Independent Special District; providing a short title; providing legislative findings and intent; providing definitions; stating legislative policy regarding creation of the district; establishing compliance with minimum requirements in s. 189.404(3), F.S., for creation of an independent special district; providing for creation and establishment of the district; establishing the legal boundaries of the district; providing for the jurisdiction and charter of the district; providing for a governing board and establishing membership criteria and election procedures; providing for board members' terms of office; providing for board meetings; providing for administrative duties of the board; providing a method for transition of the board from landowner control to control by the resident electors of the district; providing for a district manager and district personnel; providing for a district treasurer, selection of a public depository, and district budgets and financial reports; providing for the general powers of the district; providing for the special powers of the district to plan, finance, and provide community infrastructure and services within the district; providing for bonds; providing for borrowing; providing for future ad valorem taxation; providing for special assessments; providing for issuance of certificates of indebtedness; providing for tax liens; providing for competitive procurement; providing for fees and charges; providing for amendment to charter; providing for required notices to purchasers of residential units within the district; defining district public property; providing severability; providing for a referendum; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. This act may be cited as the "Babcock Ranch Community Independent Special District Act."

Section 2. Legislative findings and intent; definitions; policy.—

(1) LEGISLATIVE FINDINGS AND INTENT.—

(a) The unincorporated area of southeastern Charlotte County, including the Babcock Ranch lands, are unique and special with a need towards protecting natural resources and retaining a viable agricultural system while protecting private property rights and promoting a sound economy.

(b) The Board of Trustees of the Internal Improvement Trust Fund, the Florida Fish and Wildlife Conservation Commission, and Lee County have purchased approximately 73,500 acres of the approximately 91,000-acre Babcock Ranch for the perpetual preservation of such lands and for establishing a contiguous wildlife protection area from Lake Okeechobee to the Charlotte Harbor Estuary Project.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

(c) The Department of Community Affairs, Charlotte County, Lee County, and the then contract purchaser of the Babcock Ranch have entered into an Interlocal Planning Agreement for the Babcock Ranch, dated January 24, 2006, which outlines the steps necessary to achieve the sale and preservation of approximately 73,500 acres of the entire Babcock Ranch and development of the remaining approximately 17,800 acres (the "Babcock Ranch Community") with a new, sustainable, compact, and mixed-use community that will provide residents with a balance of living, working, educational, civic, and recreational opportunities incorporating greenways, pedestrian ways, and transit corridors.

(d) The district and the district charter, as created by this act, with its general and special powers are essential and, for the reasons set forth herein, the best alternative for planning, constructing, maintaining, operating, financing, and improving the provision of systems, facilities, and services necessary to meet the infrastructure needs of the Babcock Ranch Community.

(e) There is a particular need to implement a specialized and limited single-purpose independent special district unit of local government in connection with the development of the Babcock Ranch Community, in order to prevent urban sprawl by providing sustaining and freestanding infrastructure and to prevent the needless duplication, fragmentation, and proliferation of local government services.

(f) Management of conservation, environmental, agricultural, and economic challenges and opportunities in the Babcock Ranch area transcends the boundaries and responsibilities of both private landowners and individual units of government.

(g) There are two alternatives for the creation of independent special districts for properties of this size: the establishment by rule of the Governor and Cabinet of one or more uniform community development districts over the property; and the establishment by special act of the Legislature of a single independent special district meeting the minimum requirements of chapter 189, Florida Statutes, the applicable district accountability general law. Use of this special act, created under chapter 189, Florida Statutes, is the better of the two alternatives in this case because it will allow for use of a single special district, with longer involvement and responsibility on the part of the initial landowner, which will result in better intergovernmental coordination and lower administrative costs for Charlotte County and the district, including its landowners and residents. Additionally, use of this special act will provide the flexibility to include within the district, at a later date, contiguous Babcock Ranch lands within Lee County, whereas chapter 190, Florida Statutes, would prevent a single uniform community development district from crossing county lines. Additionally, use of this special act updates the charter of a uniform community development district under chapter 190, Florida Statutes, eliminates potential for its abuse, clarifies and sets forth certain uniform procedures for liens on property, and makes other substantial reforms to the benefit of the people of Charlotte County and future landowners, residents, and visitors.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

(h) A longer involvement of the initial landowner with regard to the provision of systems, facilities, and services for the Babcock Ranch Community, coupled with a severely limited and highly specialized single purpose of the district, is in the public interest.

(i) Any public or private system to provide infrastructure improvements, systems, facilities, and services to the Babcock Ranch Community must be established through a highly specialized, innovative, responsive, and accountable mechanism to provide the components of infrastructure at sustained levels of high quality over the long term.

(j) The existence and use of such a limited, specialized single-purpose local government for the Babcock Ranch Community, subject to the Charlotte County comprehensive plan and land development regulations, will result in a higher propensity to provide for orderly development and prevent urban sprawl; protect and preserve environmental and conservation uses and assets; potentially enhance the market value for both present and future landowners of the property consistent with the need to protect private property; potentially enhance the net economic benefit to Charlotte County, including an enhanced tax base to the benefit of all present and future taxpayers in Charlotte County; and result in the sharing of costs of providing certain systems, facilities, and services in an innovative, sequential, and flexible manner within the area to be serviced by the district.

(k) The creation and establishment of the district will encourage local government financial self-sufficiency in providing public facilities and in identifying and implementing fiscally sound, innovative, and cost-effective techniques to provide and finance public facilities while encouraging development, use, and coordination of capital improvement plans by all levels of government, pursuant to chapter 187, Florida Statutes.

(l) The creation and establishment of the district will encourage and enhance cooperation among communities that have unique assets, irrespective of political boundaries, to bring the private and public sectors together to establish an orderly and environmentally and economically sound plan for current and future needs and growth.

(m) The creation and establishment of the district is a legitimate alternative method available to manage, own, operate, construct, and finance capital infrastructure systems, facilities, and services.

(n) In order to be responsive to the critical timing required through the exercise of its special management functions, an independent district requires financing of those functions, including bondable, lienable, and nonlienable revenue, with full and continuing public disclosure and accountability, funded by landowners, both present and future, and funded also by users of the systems, facilities, and services provided to the land area by the district, without burdening the taxpayers and citizens of the state, Charlotte County, or any municipality therein.

(o) The district created and established by this act shall not exercise or have any comprehensive planning, zoning, or development permitting

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power; the establishment of the district shall not be considered a development order within the meaning of chapter 380, Florida Statutes; and all applicable planning and permitting laws, rules, regulations, agreements, and policies of Charlotte County shall control the development of the land within the district.

(p) The creation by this act of the Babcock Ranch Community Independent Special District is not inconsistent with the Charlotte County comprehensive plan.

(q) Charlotte County does not object to the creation of the district.

(r) It is the legislative intent and purpose that no debt or obligation of the district constitute a debt or obligation on any local general-purpose government without its consent.

(s) It is the legislative intent and purpose that no local general-purpose government shall be under any obligation or duty to assume any obligation or commitment made by the developer or the district.

(2) DEFINITIONS.—As used in this act:

(a) "Ad valorem bonds" means bonds that are payable from the proceeds of ad valorem taxes levied on real and tangible personal property and that are generally referred to as general obligation bonds.

(b) "Assessable improvements" means, without limitation, any and all public improvements and community facilities that the district is empowered to provide in accordance with this act that provide a special benefit to property within the district.

(c) "Assessment bonds" means special obligations of the district that are payable solely from proceeds of the special assessments or benefit special assessments levied for assessable improvements, provided that, in lieu of issuing assessment bonds to fund the costs of assessable improvements, the district may issue revenue bonds for such purposes payable from special assessments.

(d) "Assessments" means those nonmillage district assessments that include special assessments, benefit special assessments, and maintenance special assessments and a nonmillage, non-ad valorem maintenance tax if authorized by general law.

(e) "Babcock Ranch" means the approximately 91,000 acres of contiguous lands generally located in southeastern Charlotte County and in the northeastern portion of Lee County, the majority of which, approximately 73,500 acres, has been purchased pursuant to that certain Agreement for Sale and Purchase entered into by the Board of Trustees of the Internal Improvement Trust Fund, the Florida Fish and Wildlife Conservation Commission, and Lee County, as authorized pursuant to the Babcock Ranch Preserve Act, chapter 2006-231, Laws of Florida, and the remainder of which, approximately 17,800 acres, known as "Area 6," is to be developed as the Babcock Ranch Community.

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(f) "Babcock Ranch Community" means that portion of the Babcock Ranch to be developed with a new, sustainable, compact, mixed-use community pursuant to that certain Interlocal Planning Agreement for the Babcock Ranch, dated January 24, 2006, among the Florida Department of Community Affairs, Lee and Charlotte Counties, and the then contract purchaser of the Babcock Ranch, and pursuant to development approvals issued or to be issued by Lee County and Charlotte County, consisting of approximately 17,800 acres. The subject of this act is that portion of the Babcock Ranch Community located in Charlotte County, consisting of approximately 13,631 acres, as described in section 4.

(g) "Babcock Ranch Community Independent Special District" means the unit of special and single-purpose local government created and chartered by this act, including the creation of its charter, and limited to the performance, in implementing its single purpose, of those general and special powers authorized by its charter under this act, the boundaries of which are more specifically set forth in this act, the governing head of which is created and authorized to operate with legal existence by this act, and the purpose of which is as set forth in this act.

(h) "Benefit special assessments" are district assessments imposed, levied, and collected pursuant to the provisions of section 6(12)(b).

(i) "Bond" includes "certificate," and the provisions that are applicable to bonds are equally applicable to certificates. The term "bond" includes any general obligation bond, assessment bond, refunding bond, revenue bond, and other such obligation in the nature of a bond as provided for in this act.

(j) "Cost" or "costs," when used with reference to any project, includes, but is not limited to:

1. The expenses of determining the feasibility or practicability of acquisition, construction, or reconstruction.

2. The cost of surveys, estimates, plans, and specifications.

3. The cost of improvements.

4. Planning, engineering, designing, fiscal, legal, and other professional and consultant expenses and charges.

5. The cost of all labor, materials, machinery, and equipment.

6. The cost of all lands, properties, rights, easements, and franchises acquired.

7. Financing charges.

8. The creation of initial reserve and debt service funds.

9. Working capital.

10. Interest charges incurred or estimated to be incurred on money borrowed prior to and during construction and acquisition and for such reason-

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able period of time after completion of construction or acquisition as the board may determine.

11. The cost of issuance of bonds pursuant to this act, including advertisements and printing.

12. The cost of any bond or tax referendum held pursuant to this act and all other expenses of issuance of bonds.

13. The discount, if any, on the sale or exchange of bonds.

14. Administrative expenses.

15. The costs and expenses associated with the use, operation, maintenance, and repair of improvements.

16. Such other expenses as may be necessary or incidental to the acquisition, disposition, transfer, construction, operation, maintenance, or reconstruction of any project or to the financing thereof, or to the development of any lands within the district.

17. Payments, contributions, dedications, and any other exactions required as a condition of receiving any governmental approval or permit necessary to accomplish any district purpose.

(k) "District" means the Babcock Ranch Community Independent Special District.

(l) "District manager" means the manager of the district.

(m) "General obligation bonds" means bonds that are secured by, or provide for their payment by, the pledge of the full faith and credit and taxing power of the district, in addition to those special taxes levied for their discharge and such other sources as may be provided for their payment or pledged as security under the resolution authorizing their issuance, and for payment of which recourse may be had against the general fund of the district.

(n) "Governing board" or "board" means the governing board of the district or, if such board has been abolished, the board, body, or commission assuming the principal functions thereof or to whom the powers given to the board by this act have been given by law.

(o) "Governing board member" means any member of the governing board.

(p) "Land development regulations" means those regulations of general purpose local government, adopted under the Local Government Comprehensive Planning and Land Development Regulation Act, part II of chapter 163, Florida Statutes, to which the district is subject and as to which the district may not do anything that is inconsistent. Land development regulations shall not mean specific management, engineering, planning, operating, and other criteria and standards needed in the daily management, implementation, and provision by the district of systems, facilities, services,

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works, improvements, projects, or infrastructure, including design criteria and standards, so long as they remain subject to and are not inconsistent with the applicable land development regulations.

(q) "Landowner" means the owner of a freehold estate as it appears on the deed record, including a trustee, a private corporation, and an owner of a condominium unit. "Landowner" does not include a reversioner, remainderman, mortgagee, or any governmental entity, who shall not be counted and need not be notified of proceedings under this act. "Landowner" also means the owner of a ground lease from a governmental entity, which leasehold interest has a remaining term, excluding all renewal options, in excess of 50 years.

(r) "General-purpose local government" means a county, municipality, or consolidated city-county government.

(s) "Maintenance special assessments" are assessments imposed, levied, and collected pursuant to the provisions of section 6(12)(d).

(t) "Non-ad valorem assessment" means only those assessments that are not based upon millage and that can become a lien against a homestead as permitted in s. 4, Art. X of the State Constitution.

(u) "Powers" means powers used and exercised by the governing board to accomplish the single, limited, and special purpose of the district, including:

1. "General powers," those organizational and administrative powers of the district as provided in its charter in order to carry out its single special purpose as a local government public corporate body politic.

2. "Special powers," those powers enumerated by the district charter to implement its specialized systems, facilities, services, projects, improvements, and infrastructure and related functions in order to carry out its single specialized purpose.

3. Any other powers, authority, or functions set forth in this act or in chapter 189 or chapter 190, Florida Statutes.

(v) "Project" means any development, improvement, property, power, utility, facility, enterprise, service, system, works, or infrastructure now existing or hereafter undertaken or established under the provisions of this act.

(w) "Qualified elector" means any person at least 18 years of age or older, who is a citizen of the United States, a legal resident of the state and the district, and who registers to vote with the Supervisor of Elections in Charlotte County.

(x) "Refunding bonds" means bonds issued to refinance outstanding bonds of any type and the interest and redemption premium thereon. Refunding bonds shall be issuable and payable in the same manner as refinanced bonds, except that no approval by the electorate shall be required unless required by the State Constitution.

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(y) "Revenue bonds" means obligations of the district that are payable from revenues, including, but not limited to, special assessments and benefit special assessments, derived from sources other than ad valorem taxes on real or tangible personal property, and that do not pledge the property, credit, or general tax revenue of the district.

(z) "Sewer system" means any plant, system of pipes or lines, facility, or property and additions, extensions, and improvements thereto at any future time constructed or acquired as part thereof, useful or necessary or having the present capacity for future use in connection with the collection, treatment, purification, or disposal of sewage, including, but not limited to, industrial wastes resulting from any process of industry, manufacture, trade, or business or from the development of any natural resource. "Sewer system" also includes treatment plants, pumping stations, lift stations, valves, force mains, intercepting sewers, laterals, pressure lines, mains, and all necessary appurtenances and equipment; all sewer mains, laterals, and other devices for the reception and collection of sewage from premises connected therewith; and all real and personal property and any interest therein, and rights, easements, and franchises of any nature relating to any such system and necessary or convenient for operation thereof.

(aa) "Special assessments" means assessments as imposed, levied, and collected by the district for the costs of assessable improvements pursuant to the provisions of this act, chapter 170, Florida Statutes, and the additional authority under section 197.3631, Florida Statutes, or other provisions of general law that provide or authorize a supplemental means to impose, levy, or collect special assessments.

(bb) "Tax" or "taxes" means those levies and impositions of the governing board that support and pay for government and the administration of law and that may be:

1. Ad valorem or property taxes based upon both the appraised value of property and millage, at a rate uniform within the jurisdiction; or

2. If and when authorized by general law, non-ad valorem maintenance taxes not based on millage that are used to maintain district systems, facilities, and services.

(cc) "Water system" means any plant, system of pipes or lines, facility, or property, and any addition, extension, or improvement thereto at any future time constructed or acquired as a part thereof, useful, necessary, or having the present capacity for future use in connection with the development of sources, treatment, purification, or distribution of water. "Water system" also includes lakes, canals, ditches, reservoirs, dams, impoundments, storage tanks, mains, lines, valves, pumping stations, laterals, and pipes for the purpose of carrying water to the premises connected with such system, and all rights, easements, and franchises of any nature relating to any such system and necessary or convenient for the operation thereof.

(3) POLICY.—Based upon its findings, ascertainments, determinations, intent, purpose, and definitions, the Legislature states its policy expressly:

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(a) The district and the district charter, with its general and special powers, as created in this act, are essential and the best alternative for the residential, commercial, and other community uses, projects, or functions in the included portion of Charlotte County consistent with the effective comprehensive plans and serve a lawful public purpose.

(b) The district, which is a government of special purpose, is limited to its special purpose as expressed in this act, with the power to provide, plan, implement, construct, maintain, and finance as a government of special purpose for its systems, facilities, services, improvements, infrastructure, and projects and possessing financing powers to fund its management powers over the long term and with sustained levels of high quality.

(c) The creation of the Babcock Ranch Community Independent Special District by and pursuant to this act, and its exercise of its management and related financing powers to implement its limited, single, and special purpose, does not constitute a development order and does not invoke any provision within the meaning of chapter 380, Florida Statutes, and all applicable governmental planning, environmental, and land development laws, regulations, rules, policies, and ordinances apply to all development of the land within the jurisdiction of the district as created by this act.

(d) The district shall operate and function subject to, and not inconsistent with, the Charlotte County comprehensive plan and any applicable development orders, zoning regulations, and other land development regulations.

(e) The special and single purpose Babcock Ranch Community Independent Special District will not have the powers of a general-purpose local government to adopt a comprehensive plan or related land development regulations as those terms are defined in the Local Government Comprehensive Planning and Land Development Regulation Act, part II of chapter 163, Florida Statutes.

(f) This act may be amended, in whole or in part, only by subsequent special act of the Legislature. No amendment to this act that alters the district boundaries or the general or special powers of the district may be considered by the Legislature unless it is accompanied by a resolution or official statement as provided for in section 189.404(2)(e)4., Florida Statutes.

Section 3. Creation and establishment; jurisdiction; construction; charter with legal description.—

(1) The Babcock Ranch Community Independent Special District, which also may be referred to as the "district," is created and incorporated as a public body corporate and politic, an independent, limited, special purpose local government, an independent special district under section 189.404, Florida Statutes, and as defined in this act and section 189.403(3), Florida Statutes, in and for a certain portion of Charlotte County. Any amendments to chapter 190, Florida Statutes, after January 1, 2007, granting additional general powers, special powers, authorities, or projects to a community development district by amendment to its uniform charter, sections 190.006-190.041, Florida Statutes, shall constitute a general power, special power,

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authority, or function of the Babcock Ranch Community Independent Special District. All notices for the enactment by the Legislature of this special act have been provided pursuant to the State Constitution, laws of the state, and the Rules of the Florida House of Representatives and of the Florida Senate.

(2) The territorial boundary of the district shall embrace and include all of that certain real property as described in section 4.

(3) The jurisdiction of this district, in the exercise of its general and special powers, and in the carrying out of its special purposes, is both within the external boundaries of the legal description of this district and extraterritorially only when expressly authorized by this act or by applicable general law. This special purpose district is created as a public body corporate and politic, with local government authority and power limited by its charter, this act, and subject to the provisions of other general laws, in particular chapter 189, Florida Statutes, except that in the event that a conflict arises between the provisions of applicable general laws and this act, the provisions of this act will control, and the district has jurisdiction to perform such acts and exercise such authorities, functions, and powers as shall be necessary, convenient, incidental, proper, or reasonable for the implementation of its limited, single, and specialized purpose regarding the sound planning, provision, acquisition, development, operation, maintenance, and related financing of those public systems, facilities, services, improvements, projects, and infrastructure works as authorized herein, including those necessary and incidental thereto.

(4) The exclusive charter of the "Babcock Ranch Community Independent Special District" is this act, which may be amended, terminated, or repealed only by special act of the Legislature.

Section 4. Legal description of the Babcock Ranch Community Independent Special District.—

LEGAL DESCRIPTION. The metes and bounds legal description of the district, within which there are no parcels of property owned by those who do not wish their property to be included within the district, is as follows:

CHARLOTTE COUNTY PARCEL:

A parcel of land lying within Sections 29, 31 through 33, Township 41 South, Range 26 East, AND, Sections 4 through 10, Sections 15 through 17 and Sections 19 through 36, Township 42 South, Range 26 East, Charlotte County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 31, Township 42 South, Range 26 East and run S89°41′45″E, along the South line of said Section 31, a distance of 50.00 feet to a point on the East right-of-way line of State Road No. 31, said point also being the Point of Beginning of the parcel of land herein described; Thence continue S89°41′45″E a distance of 5,189.75 feet to the Northeast corner of Section 6, Township 43 South, Range 26 East; Thence S89°41′45″E a distance of 5,306.08 feet to the Northeast corner of Section 5, Township 43 South, Range 26 East;

Thence S89°37′16″E a distance of 5,289.11 feet to the Northeast corner of Section 4, Township 43 South, Range 26 East; Thence S89°35′44″E a distance of 5,294.60 feet to the Northeast corner of Section 3, Township 43 South, Range 26 East; Thence S89°35′44″E a distance of 5,294.60 feet to the Northeast corner of Section 2, Township 43 South, Range 26 East; Thence S89°35′44″E, along the North line of Section 1, Township 43 South, Range 26 East, a distance of 3,430.66 feet; Thence N00°00′40″W a distance of 10,185.53 feet; Thence N05°46′23″E a distance of 1,058.56 feet; Thence N66°40′38″W a distance of 200.62 feet; Thence S83°12′47″W a distance of 1,373.33 feet; Thence N30°17′33″W a distance of 1,686.63 feet; Thence N70°02′41″W a distance of 1,332.41 feet; Thence S72°42′44″W a distance of 1,430.81 feet; Thence N49°18′31″W a distance of 2,362.25 feet; Thence S69°00′57″W a distance of 1,518.19 feet; Thence S21°08′17″W a distance of 865.44 feet; Thence S20°29′11″E a distance of 1,376.91 feet; Thence N74°38′25″E a distance of 1,635.69 feet; Thence S00°18′50″E a distance of 1,309.92 feet; Thence S89°45′02″W a distance of 4,154.48 feet; Thence N51°39′36″W a distance of 782.53 feet; Thence N04°14′12″E a distance of 1,329.59 feet; Thence N39°20′59″W a distance of 1,779.16 feet; Thence N42°01′35″W a distance of 1,162.94 feet; Thence S52°01′16″W a distance of 818.34 feet; Thence S62°56′46″W a distance of 516.42 feet; Thence S89°59′33″W a distance of 307.20 feet; Thence N80°06′18″W a distance of 334.84 feet; Thence N20°54′51″W a distance of 336.86 feet; Thence N05°03′05″E a distance of 533.35 feet; Thence N22°47′49″E a distance of 5,490.82 feet; Thence N55°42′26″E a distance of 195.73 feet; Thence N21°59′06″W a distance of 1,739.17 feet; Thence N52°37′55″E a distance of 867.75 feet; Thence N13°36′57″W a distance of 2,507.33 feet; Thence S78°50′16″W a distance of 687.95 feet; Thence N19°48′25″W a distance of 366.25 feet; Thence N08°01′21″W a distance of 493.32 feet; Thence N03°43′40″E a distance of 687.22 feet; Thence N00°28′20″E a distance of 674.51 feet; Thence N25°12′33″W a distance of 261.13 feet; Thence N42°54′55″W a distance of 643.19 feet; Thence N07°19′37″W a distance of 171.40 feet; Thence N13°05′30″E a distance of 201.96 feet; Thence N32°40′01″W a distance of 186.12 feet; Thence N05°04′15″W a distance of 1,832.77 feet; Thence N19°47′08″W a distance of 527.20 feet; Thence N26°13′22″W a distance of 802.13 feet; Thence S79°06′55″W a distance of 475.20 feet; Thence N74°19′19″W a distance of 1,689.05 feet; Thence N01°26′06″W a distance of 897.42 feet; Thence N89°51′42″W a distance of 67.91 feet; Thence N00°00′03″W a distance of 1,218.37 feet; Thence N39°50′11″W a distance of 190.86 feet; Thence N00°00′29″W a distance of 324.62 feet; Thence N89°59′52″W a distance of 688.20 feet; Thence N00°00′00″E a distance of 1,967.22 feet; Thence N41°13′25″W a distance of 2,825.17 feet; Thence S89°59′57″W a distance of 3,566.80 feet; Thence S00°00′03″E a distance of 2,799.34 feet; Thence S89°11′17″W a distance of 5,960.98 feet to a point lying 50.00 feet East of the East right-of-way line for State Road No. 31; Thence along a line 50.00 feet East of, and parallel with, the East right-of-way line for State Road No. 31, the following courses and distances: S00°48′43″E a distance of 2,976.13 feet and S00°34′01″W a distance of 786.25 feet; Thence S89°25′59″E a distance of 4,104.32 feet; Thence S00°01′22″E a distance of 2,084.04 feet; Thence S16°46′15″E a distance of 1,740.24 feet; Thence S09°11′59″W a distance of 1,325.85 feet; Thence S73°15′18″E a distance

of 661.15 feet; Thence N59°20′29″E a distance of 577.75 feet; Thence S38°10′48″E a distance of 551.46 feet; Thence S86°25′58″E a distance of 385.80 feet; Thence S24°01′11″E a distance of 975.12 feet; Thence S57°46′34″E a distance of 530.20 feet; Thence S70°04′12″E a distance of 1,843.47 feet; Thence N63°01′21″E a distance of 1,214.99 feet; Thence S50°03′22″E a distance of 2,565.56 feet; Thence S13°56′09″W a distance of 1,953.90 feet; Thence S12°51′59″E a distance of 1,862.33 feet; Thence S71°59′01″W a distance of 448.53 feet; Thence N45°00′57″W a distance of 266.60 feet; Thence S69°50′23″W a distance of 1,104.27 feet; Thence S28°10′55″E a distance of 1,272.60 feet; Thence S62°45′03″W a distance of 4,638.30 feet; Thence S82°12′01″W a distance of 711.48 feet; Thence S81°38′00″W a distance of 5,167.82 feet; Thence N77°54′41″W a distance of 707.32 feet; Thence N89°28′15″W a distance of 299.98 feet to a point lying 50.00 feet East of the East right-of-way line for State Road No. 31; Thence along a line 50.00 feet East of, and parallel with, the East right-of-way line for State Road No. 31, the following courses and distances: S00°31′45″W a distance of 4,197.71 feet, S00°26′10″W a distance of 5,282.33 feet and S00°36′46″W a distance of 5,337.00 feet to the Point of Beginning.

Containing 13,630.64 acres, more or less.

Bearings hereinabove mentioned are based on the North line of Section 6, Township 43 South, Range 26 East to bear S89°41′45″E.

Section 5. Governing board; members and meetings; organization; powers; duties; terms of office; related election requirements.—

(1) The board shall exercise the powers granted to the district pursuant to this act. The board shall consist of five voting members. Each voting member shall hold office for a term of 4 years, except as otherwise provided herein for initial board members, and until a successor is chosen and qualified. Additionally, Charlotte and Lee Counties, acting through their respective boards of county commissioners, are each entitled, but under no obligation, to appoint one person to act as a representative for the appointing county and liaison to the board. Such person may be appointed to serve as liaison to the board at any time after the initial landowner's meeting and may serve until replaced or removed by the appointing county. Only Charlotte and Lee Counties may appoint liaisons to the board, and only landowners and qualified electors may elect voting members to the board. All members of the board must be residents of the state and citizens of the United States. A board liaison is entitled to receive all meeting notices and board meeting materials in the same manner as a voting member of the board and shall be entitled to be heard at board meetings in the same manner as board members, except that such person shall not be a member of the governing board nor be entitled to vote.

(2)(a) Within 90 days following the effective date of this act, there shall be held a meeting of the landowners of the district for the purpose of electing five members for the district. Notice of the landowners' meeting shall be published once a week for 2 consecutive weeks in a newspaper that is in general circulation in the area of the district, the last day of such publication to be not less than 14 days or more than 28 days before the date of the

election. The landowners, when assembled at such meeting, shall organize by electing a chair, who shall conduct the meeting. The chair may be any person present at the meeting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. The landowners present at the meeting, in person or by proxy, shall constitute a quorum. At any landowners' meeting, 50 percent of the district acreage shall not be required to constitute a quorum, and each governing board member elected by landowners shall be elected by a majority of the acreage represented either by owner or proxy present and voting at said meeting.

(b) At such meeting, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the district for each person to be elected. A landowner may vote in person or by proxy in writing. Each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property, or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy need not be notarized. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. The two candidates receiving the highest number of votes shall be elected for terms expiring November 30, 2010, and the three candidates receiving the next largest number of votes shall be elected for terms expiring November 30, 2008, with the term of office for each successful candidate commencing upon election. The members of the first board elected by landowners shall serve their respective terms; however, the next election of board members shall be held on the first Tuesday after the first Monday in November 2008. Thereafter, there shall be an election by landowners for the district every 2 years on the first Tuesday after the first Monday in November, which shall be noticed pursuant to paragraph (a). The second and subsequent landowners' election shall be announced at a public meeting of the board at least 90 days prior to the date of the landowners' meeting and shall also be noticed pursuant to paragraph (a). Instructions on how all landowners may participate in the election, along with sample proxies, shall be provided during the board meeting that announces the landowners' meeting. Each member elected in or after November 2008 shall serve a 4-year term.

(3)(a)1. The board may not exercise the ad valorem taxing power or general obligation bond power authorized by this act until such time as all members of the board, except for nonvoting members, are qualified electors who are elected by qualified electors of the district.

2.a. Regardless of whether the district has proposed to levy ad valorem taxes or issue general obligation bonds, board members initially elected by landowners shall be elected by qualified electors of the district as the district becomes populated with qualified electors. The transition shall occur such that the composition of the board, after the first general election following a trigger of the qualified elector population thresholds set forth below, shall be as follows:

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(I) Once 4,600 qualified electors reside within the district, one voting board member shall be a person who was elected by the qualified electors, and four voting board members shall be persons who were elected by the landowners.

(II) Once 8,900 qualified electors reside within the district, two voting board members shall be persons who were elected by the qualified electors, and three voting board members shall be persons elected by the landowners.

(III) Once 22,000 qualified electors reside within the district, three voting board members shall be persons who were elected by the qualified electors and two voting board members shall be persons who were elected by the landowners.

(IV) Once 24,000 qualified electors reside within the district, four voting board members shall be persons who were elected by the qualified electors and one voting board member shall be a person who was elected by the landowners.

(V) Once 25,000 qualified electors reside within the district, all five voting board members shall be persons who were elected by the qualified electors.

Nothing in this sub-subparagraph is intended to require an election prior to the expiration of an existing board member's term.

b. On or before June 1 of each year, the board shall determine the number of qualified electors in the district as of the immediately preceding April 15. The board shall use and rely upon the official records maintained by the supervisor of elections and property appraiser or tax collector in and for Charlotte County in making this determination. Such determination shall be made at a properly noticed meeting of the board and shall become a part of the official minutes of the district.

c. All governing board members elected by qualified electors shall be elected at large at an election occurring as provided in subsection (2) and this subsection.

d. Once the district qualifies to have any of its board members elected by the qualified electors of the district, the initial and all subsequent elections by the qualified electors of the district shall be held at the general election in November. The board shall adopt a resolution if necessary to implement this requirement. The transition process described herein is intended to be in lieu of the process set forth in section 189.4051, Florida Statutes.

(b) Elections of board members by qualified electors held pursuant to this subsection shall be nonpartisan and shall be conducted in the manner prescribed by law for holding general elections. Board members shall assume the office on the second Tuesday after their election.

(c) Candidates seeking election to office by qualified electors under this subsection shall conduct their campaigns in accordance with the provisions of chapter 106, Florida Statutes, and shall file qualifying papers and qualify

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for individual seats in accordance with section 99.061, Florida Statutes. Candidates shall pay a qualifying fee, which shall consist of a filing fee and, if applicable, an election assessment or, as an alternative, shall file a petition signed by not less than 1 percent of the registered voters of the district, and take the oath required in section 99.021, Florida Statutes, with the supervisor of elections in the county affected by such candidacy. The amount of the filing fee is 3 percent of $4,800; however, if the electors have provided for compensation, the amount of the filing fee is 3 percent of the maximum annual compensation so provided. The filing fee and election assessment, if applicable, shall be distributed as provided in section 105.031(3), Florida Statutes.

(d) The supervisor of elections shall appoint the inspectors and clerks of elections, prepare and furnish the ballots, designate polling places, and canvass the returns of the election of board members by qualified electors. The county canvassing board shall declare and certify the results of the election.

(4) Voting members of the board shall be public officers, shall be known as members and, upon entering into office, shall take and subscribe to the oath of office as prescribed by section 876.05, Florida Statutes. Voting members of the board shall be subject to ethics and conflict of interest laws of the state that apply to all local public officers. Voting members of the board shall hold office for the terms for which they were elected and until their successors are chosen and qualified. If, during the term of office, a voting member vacancy occurs, the remaining voting members of the board shall fill each vacancy by an appointment for the remainder of the unexpired term.

(5) Any member of the board may be removed by the Governor for malfeasance, misfeasance, dishonesty, incompetency, or failure to perform the duties imposed upon him or her by this act, and any vacancies that may occur in such office for such reasons shall be filled by the Governor as soon as practicable.

(6) A majority of the voting members of the board constitutes a quorum for the purposes of conducting its business and exercising its powers and for all other purposes. Action taken by the district shall be upon a vote of a majority of the voting members present unless general law or a rule of the district requires a greater number.

(7) As soon as practicable after each election or appointment, the board shall organize by electing one of its voting members as chair and by electing a secretary, who need not be a member of the board, and such other officers as the board may deem necessary.

(8) The board shall keep a permanent record book entitled "Record of Proceedings of Babcock Ranch Community Independent Special District," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, bonds given by all employees, and any and all corporate acts. The record book and all other district records shall at reasonable times be opened to inspection in the same manner as state, county, and municipal records pursuant to chapter 119, Florida Statutes. The record book shall be

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kept at the office or other regular place of business maintained by the board in a designated location in Charlotte County.

(9) Each voting member of the board shall be entitled to receive for his or her services an amount not to exceed $200 per meeting of the board, not to exceed $4,800 per year per member, or an amount established by the electors at referendum. In addition, each voting member of the board shall receive travel and per diem expenses as set forth in section 112.061, Florida Statutes.

(10) All meetings of the board shall be open to the public and governed by the provisions of chapter 286, Florida Statutes.

Section 6. Governing board; general duties.—

(1) DISTRICT MANAGER AND EMPLOYEES.—The board shall employ and fix the compensation of a district manager, who shall have charge and supervision of the works of the district and shall be responsible for preserving and maintaining any improvement or facility constructed or erected pursuant to the provisions of this act, for maintaining and operating the equipment owned by the district, and for performing such other duties as may be prescribed by the board. It shall not be a conflict of interest under chapter 112, Florida Statutes, for a board member, the district manager, or another employee of the district to be a stockholder, officer, or employee of a landowner. The district manager may hire or otherwise employ and terminate the employment of such other persons, including, without limitation, professional, supervisory, and clerical employees, as may be necessary and authorized by the board. The compensation and other conditions of employment of the officers and employees of the district shall be as provided by the board.

(2) TREASURER.—The board shall designate a person who is a resident of the state as treasurer of the district, who shall have charge of the funds of the district. Such funds shall be disbursed only upon the order of or pursuant to a resolution of the board by warrant or check countersigned by the treasurer and by such other person as may be authorized by the board. The board may give the treasurer such other or additional powers and duties as the board may deem appropriate and may fix his or her compensation. The board may require the treasurer to give a bond in such amount, on such terms, and with such sureties as may be deemed satisfactory to the board to secure the performance by the treasurer of his or her powers and duties. The financial records of the board shall be audited by an independent certified public accountant at least once a year.

(3) PUBLIC DEPOSITORY.—The board is authorized to select as a depository for its funds any qualified public depository as defined in section 280.02, Florida Statutes, that meets all the requirements of chapter 280, Florida Statutes, and has been designated by the treasurer as a qualified public depository upon such terms and conditions as to the payment of interest by such depository upon the funds so deposited as the board may deem just and reasonable.

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(4) BUDGET; REPORTS AND REVIEWS.—

(a) The district shall provide financial reports in such form and manner as prescribed pursuant to this act and chapter 218, Florida Statutes.

(b) On or before July 15 of each year, the district manager shall prepare a proposed budget for the ensuing fiscal year to be submitted to the board for board approval. The proposed budget shall include at the direction of the board an estimate of all necessary expenditures of the district for the ensuing fiscal year and an estimate of income to the district from the taxes and assessments provided in this act. The board shall consider the proposed budget item by item and may either approve the budget as proposed by the district manager or modify the same in part or in whole. The board shall indicate its approval of the budget by resolution, which resolution shall provide for a hearing on the budget as approved. Notice of the hearing on the budget shall be published in a newspaper of general circulation in the area of the district once a week for 2 consecutive weeks, except that the first publication shall be not fewer than 15 days prior to the date of the hearing. The notice shall further contain a designation of the day, time, and place of the public hearing. At the time and place designated in the notice, the board shall hear all objections to the budget as proposed and may make such changes as the board deems necessary. At the conclusion of the budget hearing, the board shall, by resolution, adopt the budget as finally approved by the board. The budget shall be adopted prior to October 1 of each year.

(c) At least 60 days prior to adoption, the board of the district shall submit to the Charlotte County Board of County Commissioners, for purposes of disclosure and information only, the proposed annual budget for the ensuing fiscal year, and the board of county commissioners may submit written comments to the board of the district solely for the assistance and information of the board of the district in adopting its annual district budget.

(d) The board of the district shall submit annually to the Charlotte County Board of County Commissioners its district public facilities report under section 189.415(2), Florida Statutes, which report the board of county commissioners shall use and rely on in the preparation or revision of its comprehensive plan, specifically under section 189.415(6), Florida Statutes.

(5) DISCLOSURE OF PUBLIC FINANCING.—The district shall, in accordance with all applicable general law, provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by the district. Such information shall be made available to all existing residents and all prospective residents of the district. The district shall furnish each developer of a residential development within the district with sufficient copies of that information to provide each prospective initial purchaser of property in that development with a copy. Any developer of a residential development within the district, when required by law to provide a public offering statement, shall include a copy of such information relating to the public financing and maintenance of improvements in the public offering statement. The Division of Florida Land Sales, Condominiums, and Mobile Homes of the Department of Business and Professional Regulation shall ensure that disclosures made by develop-

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ers pursuant to chapter 498, Florida Statutes, meet the requirements of section 190.009(1), Florida Statutes.

(6) GENERAL POWERS.—The district shall have, and the board may exercise, the following general powers:

(a) To sue and be sued in the name of the district; to adopt and use a seal and authorize the use of a facsimile thereof; to acquire, by purchase, gift, devise, or otherwise, and to dispose of, real and personal property, or any estate therein; and to make and execute contracts and other instruments necessary or convenient to the exercise of its powers.

(b) To apply for coverage of its employees under the Florida Retirement System in the same manner as if such employees were state employees, subject to necessary action by the district to pay employer contributions into the Florida Retirement System Trust Fund.

(c) To contract for the services of consultants to perform planning, engineering, legal, or other appropriate services of a professional nature. Such contracts shall be subject to public bidding or competitive negotiation requirements as set forth in general law applicable to independent special districts.

(d) To borrow money and accept gifts; to apply for and use grants or loans of money or other property from the United States, the state, a unit of local government, or any person for any district purposes and enter into agreements required in connection therewith; and to hold, use, and dispose of such moneys or property for any district purposes in accordance with the terms of the gift, grant, loan, or agreement relating thereto.

(e) To adopt and enforce rules and orders pursuant to the provisions of chapter 120, Florida Statutes, prescribing the powers, duties, and functions of the officers of the district; the conduct of the business of the district; the maintenance of records; and the form of certificates evidencing tax liens and all other documents and records of the district. The board may also adopt and enforce administrative rules with respect to any of the projects of the district and define the area to be included therein. The board may also adopt resolutions that may be necessary for the conduct of district business.

(f) To maintain an office at such place or places as the board designates in Charlotte County, and within the district when facilities are available.

(g) To hold, control, and acquire by donation or purchase, or dispose of, any public easements, dedications to public use, platted reservations for public purposes, or any reservations for those purposes authorized by this act and to make use of such easements, dedications, or reservations for the purposes authorized by this act.

(h) To lease as lessor or lessee to or from any person, firm, corporation, association, or body, public or private, any projects of the type that the district is authorized to undertake and facilities or property of any nature for the use of the district to carry out the purposes authorized by this act.

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(i) To borrow money and issue bonds, certificates, warrants, notes, or other evidence of indebtedness as hereinafter provided; to levy such taxes and assessments as may be authorized; and to charge, collect, and enforce fees and other user charges.

(j) To raise, by user charges or fees authorized by resolution of the board, amounts of money necessary for the conduct of district activities and services and to enforce their receipt and collection in the manner prescribed by resolution not inconsistent with law.

(k) To cooperate with, or contract with, other governmental agencies as may be necessary, convenient, incidental, or proper in connection with any of the powers, duties, or purposes authorized by this act.

(l) To assess and to impose upon lands in the district ad valorem taxes as provided by this act.

(m) If and when authorized by general law, to determine, order, levy, impose, collect, and enforce maintenance taxes.

(n) To determine, order, levy, impose, collect, and enforce assessments pursuant to this act and the general laws of the state.

(o) To hold, control and acquire by donation, purchase, or condemnation (subject to the limitation on the district's eminent domain powers as set forth below), or dispose of, any public easements, dedications to public use, platted reservations for public purposes, or any reservations for those purposes authorized by this act, both within and outside the boundaries of the district, and to make use of such easements, dedications, or reservations for the purposes authorized by this act.

(p) To exercise within the district, or beyond the district with prior approval by resolution of the governing body of the county in which the taking will occur, the right and power of eminent domain, pursuant to the provisions of chapters 73 and 74, Florida Statutes, over any property within the state, except municipal, county, state, and federal property, for the uses and purposes of the district relating solely to water, sewer, transportation improvements as outlined in subsection (7), and water management, specifically including, without limitation, the power for the taking of easements for the drainage of the land of one person over and through the land of another.

(q) To exercise such special powers and other express powers as may be authorized and granted by this act in the charter of the district, including powers as provided in any interlocal agreement entered into pursuant to chapter 163, Florida Statutes, or that shall be required or permitted to be undertaken by the district pursuant to any development order or development of regional impact, or any other agreement with Charlotte County or other governmental entities, including, without limitation, any school district, sheriff, fire district, drainage district, and health care district for proportionate, fair-share, or pipelining capital construction funding for any certain capital facilities or systems required from the development pursuant to any applicable development order or agreement.

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(r) To exercise all of the powers necessary, convenient, incidental, or proper in connection with any other powers or duties or the special purpose of the district authorized by this act.

(s) To carry out any conditions of any development approval, development order, or agreement applicable to the development of the Babcock Ranch Community that relates to the provisions of infrastructure, including roads and other on-site and off-site improvements and any surety obligations relating thereto.

The provisions of this subsection shall be construed liberally in order to carry out effectively the specialized purpose of this act.

(7) SPECIAL POWERS.—The district shall have, and the board may exercise, the following special powers to implement its lawful and special purpose and to provide, pursuant to that purpose, systems, facilities, services, improvements, projects, works, and infrastructure, each of which constitutes a lawful public purpose when exercised pursuant to this charter, subject to, and not inconsistent with, the regulatory jurisdiction and permitting authority of all other applicable governmental bodies, agencies, and any special districts having authority with respect to any area included therein, and to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, finance, fund, and maintain improvements, systems, facilities, services, works, projects, and infrastructure, including, without limitation, any obligations pursuant to a development order or agreement. Any or all of the following special powers are granted by this act in order to implement the special purpose of the district:

(a) To provide water management and control for the lands within the district and to connect some or any of such facilities with roads and bridges. In the event that the board assumes the responsibility for providing water management and control for the district that is to be financed by benefit special assessments, the board shall adopt plans and assessments pursuant to law or may adopt water management and control plans, assess for benefits, and apportion and levy special assessments, as follows:

1. The board shall cause to be made by the district's engineer, or such other engineer or engineers as the board may employ for that purpose, complete and comprehensive water management and control plans for the lands located within the district that will be improved in any part or in whole by any system of facilities that may be outlined and adopted, and the engineer shall make a report in writing to the board with maps and profiles of said surveys and an estimate of the cost of carrying out and completing the plans.

2. Upon the completion of such plans, the board shall hold a hearing thereon to hear objections thereto; shall give notice of the time and place fixed for such hearing by publication once each week for 2 consecutive weeks in a newspaper of general circulation in the general area of the district; and shall permit the inspection of the plan at the office of the district by all persons interested. All objections to the plan shall be filed at or before the time fixed in the notice for the hearing and shall be in writing.

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3. After the hearing, the board shall consider the proposed plan and any objections thereto and may modify, reject, or adopt the plan or continue the hearing until a day certain for further consideration of the proposed plan or modifications thereof.

4. When the board approves a plan, a resolution shall be adopted and a certified copy thereof shall be filed in the office of the secretary and incorporated by him or her into the records of the district.

5. The water management and control plan may be altered in detail from time to time until the appraisal record herein provided is filed but not in such manner as to affect materially the conditions of its adoption. After the appraisal record has been filed, no alteration of the plan shall be made, except as provided by this act.

6. Within 20 days after the final adoption of the plan by the board, the board shall proceed pursuant to section 298.301, Florida Statutes.

(b) To provide for water supply, sewer, and wastewater management, reclamation, and reuse, or any combination thereof, and any irrigation systems, facilities, and services and to construct and operate connecting intercepting or outlet sewers and sewer mains and pipes and water mains, conduits, or pipelines in, along, and under any street, alley, highway, or other public place or ways, and to dispose of any effluent, residue, or other byproducts of such system or sewer system.

1. The district may not purchase or sell a water, sewer, or wastewater reuse utility that provides service to the public for compensation, or enter into a wastewater facility privatization contract for a wastewater facility, until the governing body of the district has held a public hearing on the purchase, sale, or wastewater facility privatization contract and made a determination that the purchase, sale, or wastewater facility privatization contract is in the public interest.

2. In determining if the purchase, sale, or wastewater facility privatization contract is in the public interest, the district shall consider, at a minimum, the following:

a. The most recent available income and expense statement for the utility.

b. The most recent available balance sheet for the utility, listing assets and liabilities and clearly showing the amount of contributions in aid of construction and the accumulated depreciation thereon.

c. A statement of the existing rate base of the utility for regulatory purposes.

d. The physical condition of the utility facilities being purchased or sold or subject to a wastewater facility privatization contract.

e. The reasonableness of the purchase, sale, or wastewater facility privatization contract price and terms.

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f. The impacts of the purchase, sale, or wastewater facility privatization contract on utility customers, both positive and negative.

g. Any additional investment required and the ability and willingness of the purchaser or the private firm under a wastewater facility privatization contract to make that investment, whether the purchaser is the district or the entity purchasing the utility from the district.

h. In the case of a wastewater facility privatization contract, the terms and conditions on which the private firm will provide capital investment and financing or a combination thereof for contemplated capital replacements, additions, expansions, and repairs.

i. The alternatives to the purchase, sale, or wastewater facility privatization contract and the potential impact on utility customers if the purchase, sale, or wastewater facility privatization contract is not made.

j. The ability of the purchaser or the private firm under a wastewater facility privatization contract to provide and maintain high-quality and cost-effective utility service, whether the purchaser is the district or the entity purchasing the utility from the district.

k. In the case of a wastewater facility privatization contract, the district shall give significant weight to the technical expertise and experience of the private firm in carrying out the obligations specified in the wastewater facility privatization contract.

1. All moneys paid by a private firm to a district pursuant to a wastewater facility privatization contract shall be used for the purpose of reducing or offsetting property taxes, wastewater service rates, or debt reduction or making infrastructure improvements or capital asset expenditures or other public purpose, provided, however, that nothing herein shall preclude the district from using all or part of the moneys for the purpose of the district's qualification for relief from the repayment of federal grant awards associated with the wastewater system as may be required by federal law or regulation. The district shall prepare a statement showing that the purchase, sale, or wastewater facility privatization contract is in the public interest, including a summary of the purchaser's or private firm's experience in water, sewer, or wastewater reuse utility operation and a showing of financial ability to provide the service, whether the purchaser or private firm is the district or the entity purchasing the utility from the district.

(c) To provide for bridges or culverts that may be needed across any drain, ditch, canal, floodway, holding basin, excavation, public highway, tract, grade, fill, or cut and roadways over levees and embankments, and to construct any and all of such works and improvements across, through, or over any public right-of-way, highway, grade, fill, or cut.

(d) To provide for transportation and transportation-related improvements equal to or exceeding the specifications of the county in which such transportation improvements are located, which specifications may include, but not be limited to, those outlined in conditions of development approval. Such transportation and transportation-related improvements may include,

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but are not limited to, highways, streets, roads, alleys, trails, pathways, sidewalks, parkways, bicycle lanes, jogging paths, interchanges, bridges, thoroughfares of all kinds and descriptions, landscaping, hardscaping, irrigation, storm drains, street lighting, traffic signals, regulatory or informational signage, road striping, underground conduit, underground cable or fiber or wire, parking facilities, and all other related elements of a functioning transportation system in general or as related to the conditions of a development approval affecting the Babcock Ranch Community. Such transportation improvements may be located on-site or off-site; provided, however, that any off-site transportation improvements must be required or approved by the local general purpose government in which they are located.

(e) To provide buses, trolleys, transit shelters and services, ridesharing facilities and services, parking improvements, and related signage.

(f) To provide investigation and remediation costs associated with the cleanup of actual or perceived environmental contamination within the district under the supervision or direction of a competent governmental authority unless the covered costs benefit any person who is a landowner within the district and who caused or contributed to the contamination.

(g) To provide for observation areas, conservation areas, mitigation areas, wildlife areas and wildlife habitat within or outside the district, including the maintenance of any plant or animal species, and any related interest in real or personal property.

(h) To provide for parks and facilities for indoor and outdoor recreational, cultural, educational, and library uses.

(i) To provide for fire prevention and control, including fire stations, water mains and plugs, fire trucks, and other vehicles and equipment.

(j) To establish and maintain emergency medical and rescue response services, and acquire and maintain rescue, medical, and other emergency equipment.

(k) To provide for school buildings and related structures, which may be leased, sold, or donated to the school district, for use in the educational system when authorized by the affected school board. The district is granted the special power to contract with the school boards of Charlotte and Lee counties and, as applicable, the boards of county commissioners of Charlotte and Lee Counties, and with the applicable landowner developer of the lands within the district, to assess the school district educational facilities plan, and to implement a management and financing plan for timely construction, maintenance, and acquisition, at the option of the district, of school facilities, including facilities identified in the facilities work programs or those proposed by charter schools. The district is granted the special power to determine, order, levy, impose, collect, or arrange for the collection and enforcement of assessments, as defined in and pursuant to this act, for such school facilities. The district is eligible for the financial enhancements available to educational facility benefit districts to provide for financing the construction and maintenance of educational facilities pursuant to section 1013.356, Florida Statutes, and, if and when authorized by general law, to

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acquire such educational facilities. This act, in the place of an educational facilities benefit district, authorizes the affected school board to designate the district. The district is authorized to enter into an interlocal agreement with the affected school board and, as applicable, the affected county, and applicable private landowners and developers in order to provide for such construction, maintenance, and acquisition and in order to receive the applicable financial enhancements provided by section 1013.356, Florida Statutes. The interlocal agreement shall consider, among other things, absorption rates, sales rates, and related data of existing and projected schools; racial, ethnic, social, and economic balance within the affected school district under applicable state and federal law; and the provision of school attendance zones to allow students residing within a reasonable distance of the facilities constructed and financed through the interlocal agreement to attend such facilities. Because these facilities are funded by assessments and not by taxes of any type, the provision of these facilities may be multiuse and, consistent with the provisions of this act, shall be first liens on the property upon a showing of special and peculiar benefits that flow to the property within the jurisdiction of the district as a logical connection from the systems, facilities, and services, resulting in added use, enhanced enjoyment, decreased insurance premiums, or enhanced value in marketability so that the Legislature finds that the provisions of the Florida Constitution for free public schools is implemented and enhanced. Nothing herein requires any change in the method of election of the governing board of the district provided for in section 5.

(l) To provide for security, including, but not limited to, guardhouses, fences, and gates, electronic intrusion-detection systems, and patrol cars, when authorized by proper governmental agencies; provided, however, the district may not exercise any powers of a law enforcement agency but may contract with the appropriate local general-purpose government agencies for an increased level of such services within the district boundaries. The district may operate guardhouses for the limited purpose of providing security for the residents of the district and that serve a predominate public, as opposed to private, purpose. Such guardhouses shall be operated by the district or any other unit of local government pursuant to procedures designed to serve such security purposes as set forth in rules adopted by the board, from time to time, following the procedures set forth in chapter 120, Florida Statutes.

(m) To provide control and elimination of mosquitoes and other arthropods of public health importance.

(n) To provide waste collection and disposal.

(o) To enter into impact fee credit agreements with Charlotte and Lee Counties and their respective school boards. Under such agreements, if the district constructs or makes contributions for public systems, facilities, services, projects, improvements, works, and infrastructures for which impact fee credits would be available to the landowner developer under the applicable impact fee ordinance, the agreement authorized by this act shall provide that such impact fee credit shall inure to the landowners within the district in proportion to assessments or other burdens levied and imposed upon the

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landowners with respect to assessable improvements giving rise to such impact fee credits, and the district shall from time to time execute such instruments, such as assignments of impact fee credits, as may be necessary, appropriate, or desirable to accomplish or to confirm the foregoing.

(p) To provide buildings and structures for district offices, maintenance facilities, meeting facilities, town centers, or any other project authorized or granted by this act.

(q) To establish and create, at noticed meetings, such governmental departments of the governing board of the district, as well as committees, task forces, boards, or commissions, or other agencies under the supervision and control of the district, as from time to time the members of the board may deem necessary or desirable in the performance of the acts or other things necessary to exercise the board's general or special powers to implement an innovative project to carry out the special purpose of the district as provided in this act and to delegate the exercise of its powers to such departments, boards, task forces, committees, or other agencies and such administrative duties and other powers as the board may deem necessary or desirable, but only if there is a set of expressed limitations for accountability, notice, and periodic written reporting to the board that shall retain the powers of the board.

(r) To provide for any facilities or improvements that may otherwise be provided for by any county or municipality, including, but not limited to, libraries, annexes, substations, and other buildings to house public officials, staff, and employees.

(s) To provide for affordable housing and affordable housing assistance in accordance with section 189.4155(6), Florida Statutes, and other provisions of general law.

(t) To provide for the construction and operation of communications systems and related infrastructure for the carriage and distribution of communications services, and to enter into joint ventures, public-private partnerships, and other agreements and to grant such easements as may be necessary to accomplish the foregoing. Communications systems shall mean all facilities, buildings, equipment, items, and methods necessary or desirable in order to provide communications services, including, without limitation, wires, cables, conduits, wireless cell sites, computers, modems, satellite antennae sites, transmission facilities, network facilities, and appurtenant devices necessary and appropriate to support the provision of communications services. Communications services includes without limitation internet, voice telephone or similar services provided by voice over internet protocol, cable television, data transmission services, electronic security monitoring services, and multi-channel video programming distribution services.

(u) To provide electricity and related infrastructure and to enter into public-private partnerships and agreements as may be necessary to accomplish the foregoing.

(v) To provide health care facilities and to enter into public-private partnerships and agreements as may be necessary to accomplish the foregoing.

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(w) To coordinate, work with, and, as the board deems appropriate, enter into interlocal agreements with any public or private entity for the provision of an institution or institutions of higher education.

(x) To exercise its general and special powers as set forth in this act within or without the boundaries of the district when the subject of such exercise is approved or required by a development order, or is the subject of an agreement with the county, school district, or with any other applicable public or private entity, and is not inconsistent with the effective local comprehensive plans.

The enumeration of special powers herein shall not be deemed exclusive or restrictive but shall be deemed to incorporate all powers, express or implied, necessary or incident to carrying out such enumerated special powers, including the general powers provided by this special act charter to the district to implement its single purpose. Further, the provisions of this subsection shall be construed liberally in order to carry out effectively the special purpose of this district under this act. However, nothing contained herein shall relieve the district of its obligation to obtain a resolution from the affected county prior to exercising its eminent domain authority outside of the district boundaries pursuant to section 6.

(8) ISSUANCE OF BOND ANTICIPATION NOTES.—In addition to the other powers provided for in this act, and not in limitation thereof, the district shall have the power, at any time and from time to time after the issuance of any bonds of the district shall have been authorized, to borrow money for the purposes for which such bonds are to be issued in anticipation of the receipt of the proceeds of the sale of such bonds and to issue bond anticipation notes in a principal sum not in excess of the authorized maximum amount of such bond issue. Such notes shall be in such denomination or denominations, bear interest at such rate as the board may determine not to exceed the maximum rate allowed by general law, mature at such time or times not later than 5 years from the date of issuance, and be in such form and executed in such manner as the board shall prescribe. Such notes may be sold at either public or private sale or, if such notes shall be renewal notes, may be exchanged for notes then outstanding on such terms as the board shall determine. Such notes shall be paid from the proceeds of such bonds when issued. The board may, in its discretion, in lieu of retiring the notes by means of bonds, retire them by means of current revenues or from any taxes or assessments levied for the payment of such bonds, but, in such event, a like amount of the bonds authorized shall not be issued.

(9) BORROWING.—The district at any time may obtain loans, in such amount and on such terms and conditions as the board may approve, for the purpose of paying any of the expenses of the district or any costs incurred or that may be incurred in connection with any of the projects of the district, which loans shall bear interest as the board determines, not to exceed the maximum rate allowed by general law, and may be payable from and secured by a pledge of such funds, revenues, taxes, and assessments as the board may determine, subject, however, to the provisions contained in any proceeding under which bonds were theretofore issued and are then outstanding. For the purpose of defraying such costs and expenses, the district

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may issue negotiable notes, warrants, or other evidences of debt to be payable at such times and to bear such interest as the board may determine, not to exceed the maximum rate allowed by general law, and to be sold or discounted at such price or prices not less than 95 percent of par value and on such terms as the board may deem advisable. The board shall have the right to provide for the payment thereof by pledging the whole or any part of the funds, revenues, taxes, and assessments of the district. The approval of the electors residing in the district shall not be necessary except when required by the State Constitution.

(10) BONDS.—

(a) Sale of bonds.—Bonds may be sold in blocks or installments at different times, or an entire issue or series may be sold at one time. Bonds may be sold at public or private sale after such advertisement, if any, as the board may deem advisable but not in any event at less than 90 percent of the par value thereof, together with accrued interest thereon. Bonds may be sold or exchanged for refunding bonds. Special assessment and revenue bonds may be delivered by the district as payment of the purchase price of any project or part thereof, or a combination of projects or parts thereof, or as the purchase price or exchange for any property, real, personal, or mixed, including franchises or services rendered by any contractor, engineer, or other person, all at one time or in blocks from time to time, in such manner and upon such terms as the board in its discretion shall determine. The price or prices for any bonds sold, exchanged, or delivered may be:

1. The money paid for the bonds.

2. The principal amount, plus accrued interest to the date of redemption or exchange, or outstanding obligations exchanged for refunding bonds.

3. In the case of special assessment or revenue bonds, the amount of any indebtedness to contractors or other persons paid with such bonds, or the fair value of any properties exchanged for the bonds, as determined by the board.

(b) Authorization and form of bonds.—Any general obligation bonds, special assessment bonds, or revenue bonds may be authorized by resolution or resolutions of the board that shall be adopted by a majority of all the voting members thereof then in office. Such resolution or resolutions may be adopted at the same meeting at which they are introduced and need not be published or posted. The board may, by resolution, authorize the issuance of bonds and fix the aggregate amount of bonds to be issued; the purpose or purposes for which the moneys derived therefrom shall be expended, including, but not limited to, payment of costs as defined in this act; the rate or rates of interest, not to exceed the maximum rate allowed by general law; the denomination of the bonds; whether or not the bonds are to be issued in one or more series; the date or dates of maturity, which shall not exceed 40 years from their respective dates of issuance; the medium of payment; the place or places within or without the state at which payment shall be made; registration privileges; redemption terms and privileges, whether with or without premium; the manner of execution; the form of the bonds, including any interest coupons to be attached thereto; the manner of execution of

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bonds and coupons; and any and all other terms, covenants, and conditions thereof and the establishment of revenue or other funds. Such authorizing resolution or resolutions may further provide for the contracts authorized by section 159.825(1)(f) and (g), Florida Statutes, regardless of the tax treatment of such bonds being authorized, subject to the finding by the board of a net saving to the district resulting by reason thereof. Such authorizing resolution may further provide that such bonds may be executed in accordance with the Registered Public Obligations Act, except that bonds not issued in registered form shall be valid if manually countersigned by an officer designated by appropriate resolution of the board. The seal of the district may be affixed, lithographed, engraved, or otherwise reproduced in facsimile on such bonds. In case any officer whose signature shall appear on any bonds or coupons shall cease to be such officer before the delivery of such bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes the same as if he or she had remained in office until such delivery.

(c) Interim certificates; replacement certificates.—Pending the preparation of definitive bonds, the board may issue interim certificates or receipts or temporary bonds, in such form and with such provisions as the board may determine, exchangeable for definitive bonds when such bonds have been executed and are available for delivery. The board may also provide for the replacement of any bonds that become mutilated, lost, or destroyed.

(d) Negotiability of bonds.—Any bond issued under this act or any temporary bond, in the absence of an express recital on the face thereof that it is nonnegotiable, shall be fully negotiable and shall be and constitute a negotiable instrument within the meaning and for all purposes of the law merchant and the laws of the state.

(e) Defeasance.—The board may make such provision with respect to the defeasance of the right, title, and interest of the holders of any of the bonds and obligations of the district in any revenues, funds, or other properties by which such bonds are secured as the board deems appropriate and, without limitation on the foregoing, may provide that when such bonds or obligations become due and payable or shall have been called for redemption and the whole amount of the principal and interest and premium, if any, due and payable upon the bonds or obligations then outstanding shall be held in trust for such purpose, and provision shall also be made for paying all other sums payable in connection with such bonds or other obligations, then and in such event the right, title, and interest of the holders of the bonds in any revenues, funds, or other properties by which such bonds are secured shall thereupon cease, terminate, and become void; and the board may apply any surplus in any sinking fund established in connection with such bonds or obligations and all balances remaining in all other funds or accounts other than moneys held for the redemption or payment of the bonds or other obligations to any lawful purpose of the district as the board shall determine.

(f) Issuance of additional bonds.—If the proceeds of any bonds are less than the cost of completing the project in connection with which such bonds were issued, the board may authorize the issuance of additional bonds, upon such terms and conditions as the board may provide in the resolution autho-

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rizing the issuance thereof, but only in compliance with the resolution or other proceedings authorizing the issuance of the original bonds.

(g) Refunding bonds.—The district shall have the power to issue bonds to provide for the retirement or refunding of any bonds or obligations of the district that at the time of such issuance are or subsequent thereto become due and payable, or that at the time of issuance have been called or are or will be subject to call for redemption within 10 years thereafter, or the surrender of which can be procured from the holders thereof at prices satisfactory to the board. Refunding bonds may be issued at any time that in the judgment of the board such issuance will be advantageous to the district. No approval of the qualified electors residing in the district shall be required for the issuance of refunding bonds except in cases in which such approval is required by the State Constitution. The board may by resolution confer upon the holders of such refunding bonds all rights, powers, and remedies to which the holders would be entitled if they continued to be the owners and had possession of the bonds for the refinancing of which such refunding bonds are issued, including, but not limited to, the preservation of the lien of such bonds on the revenues of any project or on pledged funds, without extinguishment, impairment, or diminution thereof. The provisions of this act pertaining to bonds of the district shall, unless the context otherwise requires, govern the issuance of refunding bonds, the form and other details thereof, the rights of the holders thereof, and the duties of the board with respect to them.

(h) Revenue bonds.—

1. The district shall have the power to issue revenue bonds from time to time without limitation as to amount. Such revenue bonds may be secured by, or payable from, the gross or net pledge of the revenues to be derived from any project or combination of projects; from the rates, fees, or other charges to be collected from the users of any project or projects; from any revenue-producing undertaking or activity of the district; from special assessments; or from benefit special assessments; or from any other source or pledged security. Such bonds shall not constitute an indebtedness of the district, and the approval of the qualified electors shall not be required unless such bonds are additionally secured by the full faith and credit and taxing power of the district.

2. Any two or more projects may be combined and consolidated into a single project and may hereafter be operated and maintained as a single project. The revenue bonds authorized herein may be issued to finance any one or more of such projects, regardless of whether or not such projects have been combined and consolidated into a single project. If the board deems it advisable, the proceedings authorizing such revenue bonds may provide that the district may thereafter combine the projects then being financed or theretofore financed with other projects to be subsequently financed by the district and that revenue bonds to be thereafter issued by the district shall be on parity with the revenue bonds then being issued, all on such terms, conditions, and limitations as shall have been provided in the proceeding which authorized the original bonds.

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(i) General obligation bonds.—

1. Subject to the limitations of this charter, the district shall have the power from time to time to issue general obligation bonds to finance or refinance capital projects or to refund outstanding bonds in an aggregate principal amount of bonds outstanding at any one time not in excess of 35 percent of the assessed value of the taxable property within the district as shown on the pertinent tax records at the time of the authorization of the general obligation bonds for which the full faith and credit of the district is pledged. Except for refunding bonds, no general obligation bonds shall be issued unless the bonds are issued to finance or refinance a capital project and the issuance has been approved at an election held in accordance with the requirements for such election as prescribed by the State Constitution. Such elections shall be called to be held in the district by the Board of County Commissioners of Charlotte County upon the request of the board of the district. The expenses of calling and holding an election shall be at the expense of the district, and the district shall reimburse the county for any expenses incurred in calling or holding such election.

2. The district may pledge its full faith and credit for the payment of the principal and interest on such general obligation bonds and for any reserve funds provided therefor and may unconditionally and irrevocably pledge itself to levy ad valorem taxes on all taxable property in the district, to the extent necessary for the payment thereof, without limitation as to rate or amount.

3. If the board determines to issue general obligation bonds for more than one capital project, the approval of the issuance of the bonds for each and all such projects may be submitted to the electors on one and the same ballot. The failure of the electors to approve the issuance of bonds for any one or more capital projects shall not defeat the approval of bonds for any capital project that has been approved by the electors.

4. In arriving at the amount of general obligation bonds permitted to be outstanding at any one time pursuant to subparagraph 1., there shall not be included any general obligation bonds that are additionally secured by the pledge of:

a. Any assessments levied in an amount sufficient to pay the principal and interest on the general obligation bonds so additionally secured, which assessments have been equalized and confirmed by resolution of the board pursuant to this act or section 170.08, Florida Statutes.

b. Water revenues, sewer revenues, or water and sewer revenues of the district to be derived from user fees in an amount sufficient to pay the principal and interest on the general obligation bonds so additionally secured.

c. Any combination of assessments and revenues described in sub-subparagraphs a. and b.

(j) Bonds as legal investment or security.—

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1. Notwithstanding any provisions of any other law to the contrary, all bonds issued under the provisions of this act shall constitute legal investments for savings banks, banks, trust companies, insurance companies, executors, administrators, trustees, guardians, and other fiduciaries and for any board, body, agency, instrumentality, county, municipality, or other political subdivision of the state and shall be and constitute security that may be deposited by banks or trust companies as security for deposits of state, county, municipal, or other public funds or by insurance companies as required or voluntary statutory deposits.

2. Any bonds issued by the district shall be incontestable in the hands of bona fide purchasers or holders for value and shall not be invalid because of any irregularity or defect in the proceedings for the issue and sale thereof.

(k) Covenants.—Any resolution authorizing the issuance of bonds may contain such covenants as the board may deem advisable, and all such covenants shall constitute valid and legally binding and enforceable contracts between the district and the bondholders, regardless of the time of issuance thereof. Such covenants may include, without limitation, covenants concerning the disposition of the bond proceeds; the use and disposition of project revenues; the pledging of revenues, taxes, and assessments; the obligations of the district with respect to the operation of the project and the maintenance of adequate project revenues; the issuance of additional bonds; the appointment, powers, and duties of trustees and receivers; the acquisition of outstanding bonds and obligations; restrictions on the establishing of competing projects or facilities; restrictions on the sale or disposal of the assets and property of the district; the priority of assessment liens; the priority of claims by bondholders on the taxing power of the district; the maintenance of deposits to ensure the payment of revenues by users of district facilities and services; the discontinuance of district services by reason of delinquent payments; acceleration upon default; the execution of. necessary instruments; the procedure for amending or abrogating covenants with the bondholders; and such other covenants as may be deemed necessary or desirable for the security of the bondholders.

(l) Validation proceedings.—The power of the district to issue bonds under the provisions of this act may be determined, and any of the bonds of the district maturing over a period of more than 5 years shall be validated and confirmed, by court decree, under the provisions of chapter 75, Florida Statutes, and laws amendatory thereof or supplementary thereto.

(m) Tax exemption.—To the extent allowed by general law, all bonds issued hereunder and interest paid thereon and all fees, charges, and other revenues derived by the district from the projects provided by this act are exempt from all taxes by the state or by any political subdivision, agency, or instrumentality thereof; however, any interest, income, or profits on debt obligations issued hereunder are not exempt from the tax imposed by chapter 220, Florida Statutes. Further, the district is not exempt from the provisions of chapter 212, Florida Statutes.

(n) Application of section 189.4085, Florida Statutes.—Bonds issued by the district shall meet the criteria set forth in section 189.4085, Florida Statutes.

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(o) Act furnishes full authority for issuance of bonds.—This act constitutes full and complete authority for the issuance of bonds and the exercise of the powers of the district provided herein. No procedures or proceedings, publications, notices, consents, approvals, orders, acts, or things by the board, or any board, officer, commission, department, agency, or instrumentality of the district, other than those required by this act, shall be required to perform anything under this act, except that the issuance or sale of bonds pursuant to the provisions of this act shall comply with the general law requirements applicable to the issuance or sale of bonds by the district. Nothing in this act shall be construed to authorize the district to utilize bond proceeds to fund the ongoing operations of the district.

(p) Pledge by the state to the bondholders of the district.—The state pledges to the holders of any bonds issued under this act that it will not limit or alter the rights of the district to own, acquire, construct, reconstruct, improve, maintain, operate, or furnish the projects or to levy and collect the taxes, assessments, rentals, rates, fees, and other charges provided for herein and to fulfill the terms of any agreement made with the holders of such bonds or other obligations and that it will not in any way impair the rights or remedies of such holders.

(q) Default; dissolution.—A default on the bonds or obligations of the district shall not constitute a debt or obligation of any local general purpose government or the state. In the event of a default or dissolution of the district, no local general-purpose government shall be required to assume the property of the district, the debts of the district, or the district's obligations to complete any infrastructure improvements or provide services to the district.

(11) TRUST AGREEMENTS.—Any issue of bonds shall be secured by a trust agreement by and between the district and a corporate trustee or trustees, which may be any trust company or bank having the powers of a trust company within or without the state. The resolution authorizing the issuance of the bonds or such trust agreement may pledge the revenues to be received from any projects of the district and may contain such provisions for protecting and enforcing the rights and remedies of the bondholders as the board may approve, including, without limitation, covenants setting forth the duties of the district in relation to: the acquisition, construction, reconstruction, improvement, maintenance, repair, operation, and insurance of any projects; the fixing and revising of the rates, fees, and charges; and the custody, safeguarding, and application of all moneys and for the employment of consulting engineers in connection with such acquisition, construction, reconstruction, improvement, maintenance, repair, or operation. It shall be lawful for any bank or trust company within or without the state that may act as a depository of the proceeds of bonds or of revenues to furnish such indemnifying bonds or to pledge such securities as may be required by the district. Such resolution or trust agreement may set forth the rights and remedies of the bondholders and of the trustee, if any, and may restrict the individual right of action by bondholders. The board may provide for the payment of proceeds of the sale of the bonds and the revenues of any project to such officer, board, or depository as it may designate for the custody thereof and may provide for the method of disbursement thereof

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with such safeguards and restrictions as it may determine. All expenses incurred in carrying out the provisions of such resolution or trust agreement may be treated as part of the cost of operation of the project to that such trust agreement pertains.

(12) AD VALOREM TAXES; ASSESSMENTS, BENEFIT SPECIAL ASSESSMENTS, MAINTENANCE SPECIAL ASSESSMENTS, AND SPECIAL ASSESSMENTS; MAINTENANCE TAXES.—

(a) Ad valorem taxes.—A board elected by and consisting of qualified electors of the district shall have the power to levy and assess an ad valorem tax on all the taxable property in the district to construct, operate, and maintain assessable improvements; to pay the principal of, and interest on, any general obligation bonds of the district; and to provide for any sinking or other funds established in connection with any such bonds. An ad valorem tax levied by the board for operating purposes, exclusive of debt service on bonds, shall not exceed the maximum amount authorized by law. The ad valorem tax provided for herein shall be in addition to county and all other ad valorem taxes provided for by law. Such tax shall be assessed, levied, and collected in the same manner and at the same time as county taxes. The levy of ad valorem taxes must be approved by referendum as required by Section 9 of Article VII of the State Constitution.

(b) Benefit special assessments.—The board annually shall determine, order, and levy the annual installment of the total benefit special assessments for bonds issued and related expenses to finance assessable improvements. These assessments may be due and collected during each year that county taxes are due and collected, in which case such annual installment and levy shall be evidenced to and certified to the property appraiser by the board not later than August 31 of each year. Such assessment shall be entered by the property appraiser on the county tax rolls and shall be collected and enforced by the tax collector in the same manner and at the same time as county taxes, and the proceeds thereof shall be paid to the district. However, this subsection shall not prohibit the district in its discretion from using the method prescribed in section 197.3632 or chapter 173, Florida Statutes, for collecting and enforcing these assessments. Each annual installment of benefit special assessments shall be a lien on the property against which assessed until paid and shall be enforceable in like manner as county taxes. The amount of the assessment for the exercise of the district's powers under subsections (6) and (7) shall be determined by the board based upon a report of the district's engineer and assessed by the board upon such lands, which may be part or all of the lands within the district benefited by the improvement, apportioned between benefited lands in proportion to the benefits received by each tract of land. The board may, if it determines it is in the best interests of the district, set forth in the proceedings initially levying such benefit special assessments or in subsequent proceedings a formula for the determination of an amount, which when paid by a taxpayer with respect to any tax parcel, shall constitute a prepayment of all future annual installments of such benefit special assessments and that the payment of which amount with respect to such tax parcel shall relieve and discharge such tax parcel of the lien of such benefit special assessments and any subsequent annual installment thereof. The board

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may provide further that upon delinquency in the payment of any annual installment of benefit special assessments, the prepayment amount of all future annual installments of benefit special assessments as determined in this paragraph shall be and become immediately due and payable together with such delinquent annual installment.

(c) Non-ad valorem maintenance taxes.—If and when authorized by general law, to maintain and preserve the physical facilities and services constituting the works, improvements, or infrastructure provided by the district pursuant to this act; to repair and restore any one or more of them, when needed; and to defray the current expenses of the district, including any sum that may be required to pay state and county ad valorem taxes on any lands that may have been purchased and that are held by the district under the provisions of this act, the governing board may, upon the completion of said systems, facilities, services, works, improvements, or infrastructure, in whole or in part, as may be certified to the board by the engineer of the board, levy annually a non-ad valorem and nonmillage tax upon each tract or parcel of land within the district, to be known as a "maintenance tax." This non-ad valorem maintenance tax shall be apportioned upon the basis of the net assessments of benefits assessed as accruing from the original construction and shall be evidenced to and certified by the governing board of the district not later than June 1 of each year to the property appraiser of Charlotte County and shall be extended by the property appraiser on the tax roll of the property appraiser, as certified by the property appraiser to the tax collector, and collected by the tax collector on the merged collection roll of the tax collector in the same manner and at the same time as county ad valorem taxes, and the proceeds therefrom shall be paid to the district. This non-ad valorem maintenance tax shall be a lien until paid on the property against which assessed and enforceable in like manner and of the same dignity as county ad valorem taxes.

(d) Maintenance special assessments.—To maintain and preserve the facilities and projects of the district, the board may levy a maintenance special assessment. This assessment may be evidenced to and certified to the property appraiser by the governing board not later than August 31 of each year and shall be entered by the property appraiser on the county tax rolls and shall be collected and enforced by the tax collector in the. same manner and at the same time as county taxes, and the proceeds therefrom shall be paid to the district. However, this subsection shall not prohibit the district in its discretion from using the method prescribed in section 197.363, section 197.3631, or section 197.3632, Florida Statutes, for collecting and enforcing these assessments. These maintenance special assessments shall be a lien on the property against which assessed until paid and shall be enforceable in like manner as county taxes. The amount of the maintenance special assessment for the exercise of the district's powers under this section shall be determined by the board based upon a report of the district's engineer and assessed by the board upon such lands, which may be all of the lands within the district benefited by the maintenance thereof, apportioned between the benefited lands in proportion to the benefits received by each tract of land.

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(e) Special assessments.—To levy and impose any special assessments pursuant to this subsection.

(f) Enforcement of taxes.—The collection and enforcement of all taxes levied by the district shall be at the same time and in like manner as county taxes, and the provisions of general law relating to the sale of lands for unpaid and delinquent county taxes; the issuance, sale, and delivery of tax certificates for such unpaid and delinquent county taxes; the redemption thereof; the issuance to individuals of tax deeds based thereon; and all other procedures in connection therewith shall be applicable to the district to the same extent as if such statutory provisions were expressly set forth herein. All taxes shall be subject to the same discounts as county taxes.

(g) When unpaid tax is delinquent; penalty.—All taxes provided for in this act shall become delinquent and bear penalties on the amount of such taxes in the same manner as county taxes.

(h) Status of assessments.—Benefit special assessments, maintenance special assessments, and special assessments are hereby found and determined to be non-ad valorem assessments as defined by section 197.3632, Florida Statutes. Maintenance taxes are non-ad valorem taxes and are not special assessments.

(i) Assessments constitute liens; collection.—Any and all assessments, including special assessments, benefit special assessments, and maintenance special assessments authorized by this section, and including special assessments as defined in this act and granted and authorized by this subsection, and including maintenance taxes if authorized by general law, shall constitute a lien on the property against which assessed from the date of levy and imposition thereof until paid, coequal with the lien of state, county, municipal, and school board taxes. These assessments may be collected, at the district's discretion, under authority of section 197.3631, Florida Statutes, by the tax collector pursuant to the provisions of sections 197.3632 and 197.3635, Florida Statutes, or in accordance with other collection measures provided by law. In addition to, and not in limitation of, any powers otherwise set forth herein or in general law, these assessments may also be enforced pursuant to the provisions of chapter 173, Florida Statutes.

(j) Land owned by governmental entity.—Except as otherwise provided by law, no levy of ad valorem taxes or non-ad valorem assessments under this act, chapter 170, or chapter 197, Florida Statutes, or otherwise, by a board of a district, on property of a governmental entity that is subject to a ground lease as described in section 190.003(13), Florida Statutes, shall constitute a lien or encumbrance on the underlying fee interest of such governmental entity.

(13) SPECIAL ASSESSMENTS.—

(a) As an alternative method to the levy and imposition of special assessments pursuant to chapter 170, Florida Statutes, pursuant to the authority of section 197.3631, Florida Statutes, or pursuant to other provisions of general law, now or hereafter enacted, which provide a supplemental means or authority to impose, levy, and collect special assessments as otherwise

authorized under this act, the board may levy and impose special assessments to finance the exercise of any of its powers permitted under this act using the following uniform procedures:

1. At a noticed meeting, the governing board of the district may consider and review an engineer's report on the costs of the systems, facilities, and services to be provided, a preliminary assessment methodology, and a preliminary roll based on acreage or platted lands, depending upon whether platting has occurred.

a. The assessment methodology shall address and discuss and the board shall consider whether the systems, facilities, and services being contemplated will result in special benefits peculiar to the property, different in kind and degree than general benefits, as a logical connection between the systems, facilities, and services themselves and the property, and whether the duty to pay the assessments by the property owners is apportioned in a manner that is fair and equitable and not in excess of the special benefit received. It shall be fair and equitable to designate a fixed proportion of the annual debt service, together with interest thereon, on the aggregate principal amount of bonds issued to finance such systems, facilities, and services that give rise to unique, special, and peculiar benefits to property of the same or similar characteristics under the assessment methodology so long as such fixed proportion does not exceed the unique, special, and peculiar benefits enjoyed by such property from such systems, facilities, and services.

b. The engineer's cost report shall identify the nature of the proposed systems, facilities, and services, their location, a cost breakdown plus a total estimated cost, including cost of construction or reconstruction, labor, and materials, lands, property, rights, easements, franchises, or systems, facilities, and services to be acquired, cost of plans and specifications, surveys of estimates of costs and revenues, costs of engineering, legal, and other professional consultation services, and other expenses or costs necessary or incident to determining the feasibility or practicability of such construction, reconstruction, or acquisition, administrative expenses, relationship to the authority and power of the district in its charter, and such other expenses or costs as may be necessary or incident to the financing to be authorized by the governing board.

c. The preliminary assessment roll to be prepared will be in accordance with the method of assessment provided for in the assessment methodology and as may be adopted by the governing board; the assessment roll shall be completed as promptly as possible and shall show the acreage, lots, lands, or plats assessed and the amount of the fairly and reasonably apportioned assessment based on special and peculiar benefit to the property, lot, parcel, or acreage of land; and, if the assessment against each such lot, parcel, acreage, or portion of land is to be paid in installments, the number of annual installments in which the assessment is divided shall be entered into and shown upon the assessment roll.

2. The governing board of the district may determine and declare by an initial assessment resolution to levy and assess the assessments with respect to assessable improvements stating the nature of the systems, facilities, and services, improvements, projects, or infrastructure constituting

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such assessable improvements, the information in the engineer's cost report, the information in the assessment methodology as determined by the board at the noticed meeting and referencing and incorporating as part of the resolution the engineer's cost report, the preliminary assessment methodology, and the preliminary assessment roll as referenced exhibits to the resolution by reference. If the board determines to declare and levy the special assessments by the initial assessment resolution, the board shall also adopt and declare a notice resolution that shall provide and cause the initial assessment resolution to be published once a week for a period of 2 weeks in a newspaper of general circulation published in Charlotte County and said board shall by the same resolution fix a time and place at which the owner or owners of the property to be assessed or any other persons interested therein may appear before said board and be heard as to the propriety and advisability of making such improvements, as to the costs thereof, as to the manner of payment therefor, and as to the amount thereof to be assessed against each property so improved. Thirty days' notice in writing of such time and place shall be given to such property owners. The notice shall include the amount of the assessment and shall be served by mailing a copy to each assessed property owner at his or her last known address, the names and addresses of such property owners to be obtained from the record of the property appraiser of the county political subdivision in which the land is located or from such other sources as the district manager or engineer deems reliable, and proof of such mailing shall be made by the affidavit of the manager of the district or by the engineer, said proof to be filed with the district manager, provided that failure to mail said notice or notices shall not invalidate any of the proceedings hereunder. It is provided further that the last publication shall be at least 1 week prior to the date of the hearing on the final assessment resolution. Said notice shall describe the general areas to be improved and advise all persons interested that the description of each property to be assessed and the amount to be assessed to each piece, parcel, lot, or acre of property may be ascertained at the office of the manager of the district. Such service by publication shall be verified by the affidavit of the publisher and filed with the manager of the district. Moreover, the initial assessment resolution with its attached, referenced, and incorporated engineer's cost report, preliminary assessment methodology, and preliminary assessment roll, along with the notice resolution, shall be available for public inspection at the office of the manager and the office of the engineer or any other office designated by the governing board in the notice resolution. Notwithstanding the foregoing, the landowners of all of the property that is proposed to be assessed may give the district written notice of waiver of any notice and publication provided for in this subparagraph and such notice and publication shall not be required, provided, however, that any meeting of the governing board to consider such resolution shall be a publicly noticed meeting.

3. At the time and place named in the noticed resolution as provided for in subparagraph 2., the governing board of the district shall meet and hear testimony from affected property owners as to the propriety and advisability of making the systems, facilities, services, projects, works, improvements, or infrastructure and funding them with assessments referenced in the initial assessment resolution on the property. Following the testimony and questions from the members of the board or any professional advisors to the

district of the preparers of the engineer's cost report, the assessment methodology, and the assessment roll, the governing board shall make a final decision on whether to levy and assess the particular assessments. Thereafter, the governing board shall meet as an equalizing board to hear and to consider any and all complaints as to the particular assessments and shall adjust and equalize the assessments on the basis of justice and right.

4. When so equalized and approved by resolution or ordinance by the governing board, to be called the final assessment resolution, a final assessment roll shall be filed with the clerk of the board and such assessment shall stand confirmed and remain legal, valid, and binding first liens on the property against which such assessments are made until paid, equal in dignity to the first liens of ad valorem taxation of county and municipal governments and school boards. However, upon completion of the systems, facilities, service, project, improvement, works, or infrastructure, the district shall credit to each of the assessments the difference in the assessment as originally made, approved, levied, assessed, and confirmed and the proportionate part of the actual cost of the improvement to be paid by the particular special assessments as finally determined upon the completion of the improvement; but in no event shall the final assessment exceed the amount of the special and peculiar benefits as apportioned fairly and reasonably to the property from the system, facility, or service being provided as originally assessed. Promptly after such confirmation, the assessment shall be recorded by the clerk of the district in the minutes of the proceedings of the district, and the record of the lien in this set of minutes shall constitute prima facie evidence of its validity. The governing board, in its sole discretion, may, by resolution, grant a discount equal to all or a part of the payee's proportionate share of the cost of the project consisting of bond financing cost, such as capitalized interest, funded reserves, and bond discounts included in the estimated cost of the project, upon payment in full of any assessments during such period prior to the time such financing costs are incurred as may be specified by the governing board in such resolution.

5. District assessments may be made payable in installments over no more than 30 years from the date of the payment of the first installment thereof and may bear interest at fixed or variable rates.

(b) Notwithstanding any provision of this act or of chapter 170 or section 170.09, Florida Statutes, which provide that assessments may be paid without interest at any time within 30 days after the improvement is completed and a resolution accepting the same has been adopted by the governing authority, such provision shall not be applicable to any district assessments, whether imposed, levied, and collected pursuant to the provisions of this act or other provisions of general law, including, but not limited to, chapter 170, Florida Statutes.

(c) In addition, the district is authorized expressly in the exercise of its rulemaking power to adopt a rule or rules that provide for notice, levy, imposition, equalization, and collection of assessments.

(14) ISSUANCE OF CERTIFICATES OF INDEBTEDNESS BASED ON ASSESSMENTS FOR ASSESSABLE IMPROVEMENTS; ASSESSMENT BONDS.—

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(a) The board may, after any special assessments or benefit special assessments for assessable improvements are made, determined, and confirmed as provided in this act, issue certificates of indebtedness for the amount so assessed against the abutting property or property otherwise benefited, as the case may be, and separate certificates shall be issued against each part or parcel of land or property assessed, which certificates shall state the general nature of the improvement for which the assessment is made. The certificates shall be payable in annual installments in accordance with the installments of the special assessment for which they are issued. The board may determine the interest to be borne by such certificates, not to exceed the maximum rate allowed by general law, and may sell such certificates at either private or public sale and determine the form, manner of execution, and other details of such certificates. The certificates shall recite that they are payable only from the special assessments levied and collected from the part or parcel of land or property against which they are issued. The proceeds of such certificates may be pledged for the payment of principal of and interest on any revenue bonds or general obligation bonds issued to finance in whole or in part such assessable improvement, or, if not so pledged, may be used to pay the cost or part of the cost of such assessable improvements.

(b) The district may also issue assessment bonds, revenue bonds, or other obligations payable from a special fund into which such certificates of indebtedness referred to in the preceding subsection may be deposited or, if such certificates of indebtedness have not been issued, the district may assign to such special fund for the benefit of the holders of such assessment bonds or other obligations, or to a trustee for such bondholders, the assessment liens provided for in this act unless such certificates of indebtedness or assessment liens have been theretofore pledged for any bonds or other obligations authorized hereunder. In the event of the creation of such special fund and the issuance of such assessment bonds or other obligations, the proceeds of such certificates of indebtedness or assessment liens deposited therein shall be used only for the payment of the assessment bonds or other obligations issued as provided in this section. The district is authorized to covenant with the holders of such assessment bonds, revenue bonds, or other obligations that it will diligently and faithfully enforce and collect all the special assessments, and interest and penalties thereon, for which such certificates of indebtedness or assessment liens have been deposited in or assigned to such fund; to foreclose such assessment liens so assigned to such special fund or represented by the certificates of indebtedness deposited in the special fund, after such assessment liens have become delinquent, and deposit the proceeds derived from such foreclosure, including interest and penalties, in such special fund; and to make any other covenants deemed necessary or advisable in order to properly secure the holders of such assessment bonds or other obligations.

(c) The assessment bonds, revenue bonds, or other obligations issued pursuant to this section shall have such dates of issue and maturity as shall be deemed advisable by the board; however, the maturities of such assessment bonds or other obligations shall not be more than 2 years after the due date of the last installment that will be payable on any of the special assessments for which such assessment liens, or the certificates of indebtedness

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representing such assessment liens, are assigned to or deposited in such special fund.

(d) Such assessment bonds, revenue bonds, or other obligations issued under this section shall bear such interest as the board may determine, not to exceed the maximum rate allowed by general law, and shall be executed, shall have such provisions for redemption prior to maturity, shall be sold in the manner, and shall be subject to all of the applicable provisions contained in this act for revenue bonds, except as the same may be inconsistent with the provisions of this section.

(e) All assessment bonds, revenue bonds, or other obligations issued under the provisions of this section shall be, shall constitute, and shall have all the qualities and incidents of negotiable instruments under the law merchant and the laws of the state.

(15) TAX LIENS.—All taxes of the district provided for in this act, except together with all penalties for default in the payment of the same and all costs in collecting the same, including a reasonable attorney's fee fixed by the court and taxed as a cost in the action brought to enforce payment, shall, from January 1 for each year the property is liable to assessment and until paid, constitute a lien of equal dignity with the liens for state and county taxes and other taxes of equal dignity with state and county taxes upon all the lands against which such taxes shall be levied. A sale of any of the real property within the district for state and county or other taxes shall not operate to relieve or release the property so sold from the lien for subsequent district taxes or installments of district taxes, which lien may be enforced against such property as though no such sale thereof had been made. In addition to, and not in limitation of, the preceding, for purposes of section 197.552, Florida Statutes, the lien of all special assessments levied by the district shall constitute a lien of record held by a municipal or county governmental unit. The provisions of sections 194.171, 197.122, 197.333, and 197.432, Florida Statutes, shall be applicable to district taxes with the same force and effect as if such provisions were expressly set forth in this act.

(16) PAYMENT OF TAXES AND REDEMPTION OF TAX LIENS BY THE DISTRICT; SHARING IN PROCEEDS OF TAX SALE.—

(a) The district shall have the power and right to:

1. Pay any delinquent state, county, district, municipal, or other tax or assessment upon lands located wholly or partially within the boundaries of the district.

2. Redeem or purchase any tax sales certificates issued or sold on account of any state, county, district, municipal, or other taxes or assessments upon lands located wholly or partially within the boundaries of the district.

(b) Delinquent taxes paid, or tax sales certificates redeemed or purchased, by the district, together with all penalties for the default in payment of the same and all costs in collecting the same and a reasonable attorney's fee, shall constitute a lien in favor of the district of equal dignity with the liens of state and county taxes and other taxes of equal dignity with state

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and county taxes upon all the real property against which the taxes were levied. The lien of the district may be foreclosed in the manner provided in this act.

(c) In any sale of land pursuant to section 197.542, Florida Statutes, the district may certify to the clerk of the circuit court of the county holding such sale the amount of taxes due to the district upon the lands sought to be sold, and the district shall share in the disbursement of the sales proceeds in accordance with the provisions of this act and under the laws of the state.

(17) FORECLOSURE OF LIENS.—Any lien in favor of the district arising under this act may be foreclosed by the district by foreclosure proceedings in the name of the district in a court of competent jurisdiction as provided by general law in a like manner as provided in chapter 173, Florida Statutes, and the provisions of that chapter shall be applicable to such proceedings with the same force and effect as if those provisions were expressly set forth in this act. Any act required or authorized to be done by or on behalf of a municipality in foreclosure proceedings under chapter 173, Florida Statutes, may be performed by such officer or agent of the district as the governing board may designate. Such foreclosure proceedings may be brought at any time after the expiration of 1 year from the date any tax, or installment thereof, becomes delinquent; however, no lien shall be foreclosed against any political subdivision or agency of the state. Other legal remedies shall remain available.

(18) MANDATORY USE OF CERTAIN DISTRICT SYSTEMS, FACILITIES, AND SERVICES.—To the full extent permitted by law, the district shall require all lands, buildings, premises, persons, firms, and corporations within the district to use the water management and control facilities and water and sewer facilities of the district.

(19) COMPETITIVE PROCUREMENT; BIDS; NEGOTIATIONS; RELATED PROVISIONS REQUIRED.—

(a) No contract shall be let by the board for any goods, supplies, or materials to be purchased when the amount thereof to be paid by the district shall exceed the amount provided in section 287.017, Florida Statutes, for category four, unless notice of bids shall be advertised once in a newspaper in general circulation in Charlotte County. Any board seeking to construct or improve a public building, structure, or other public works shall comply with the bidding procedures of section 255.20, Florida Statutes, and other applicable general law. In each case, the bid of the lowest responsive and responsible bidder shall be accepted unless all bids are rejected because the bids are too high or the board determines it is in the best interests of the district to reject all bids. The board may require the bidders to furnish bond with a responsible surety to be approved by the board. Nothing in this section shall prevent the board from undertaking and performing the construction, operation, and maintenance of any project or facility authorized by this act by the employment of labor, material, and machinery.

(b) The provisions of the Consultants' Competitive Negotiation Act, section 287.055, Florida Statutes, apply to contracts for engineering, architec-

ture, landscape architecture, or registered surveying and mapping services let by the board.

(c) Contracts for maintenance services for any district facility or project shall be subject to competitive bidding requirements when the amount thereof to be paid by the district exceeds the amount provided in section 287.017, Florida Statutes, for category four. The district shall adopt rules, policies, or procedures establishing competitive bidding procedures for maintenance services. Contracts for other services shall not be subject to competitive bidding unless the district adopts a rule, policy, or procedure applying competitive bidding procedures to said contracts. Nothing herein shall preclude the use of requests for proposal instead of invitations to bid as determined by the district to be in its best interest.

(20) FEES, RENTALS, AND CHARGES; PROCEDURE FOR ADOPTION AND MODIFICATIONS; MINIMUM REVENUE REQUIREMENTS.—

(a) The district is authorized to prescribe, fix, establish, and collect rates, fees, rentals, or other charges, hereinafter sometimes referred to as "revenues," and to revise the same from time to time, for the systems, facilities, and services furnished by the district, within the limits of the district, including, but not limited to, recreational facilities, water management and control facilities, water, sewer, and reuse systems, and solid waste collection and disposal; to recover the costs of making connection with any district service, facility, or system; and to provide for reasonable penalties against any user or property for any such rates, fees, rentals, or other charges that are delinquent.

(b) No such rates, fees, rentals, or other charges for any of the facilities or services of the district shall be fixed until after a public hearing at which all the users of the proposed facility or services or owners, tenants, or occupants served or to be served thereby and all other interested persons shall have an opportunity to be heard concerning the proposed rates, fees, rentals, or other charges. Rates, fees, rentals, and other charges shall be adopted under the administrative rulemaking authority of the district, but shall not apply to district leases. Notice of such public hearing setting forth the proposed schedule or schedules of rates, fees, rentals, and other charges shall have been published in a newspaper of general circulation in Charlotte County at least once and at least 10 days prior to such public hearing. The rulemaking hearing may be adjourned from time to time. After such hearing, such schedule or schedules, either as initially proposed or as modified or amended, may be finally adopted. A copy of the schedule or schedules of such rates, fees, rentals, or charges as finally adopted shall be kept on file in an office designated by the board and shall be open at all reasonable times to public inspection. The rates, fees, rentals, or charges so fixed for any class of users or property served shall be extended to cover any additional users or properties thereafter served that shall fall in the same class, without the necessity of any notice or hearing.

(c) Such rates, fees, rentals, and charges shall be just and equitable and uniform for users of the same class, and when appropriate may be based or

computed either upon the amount of service furnished, upon the average number of persons residing or working in or otherwise occupying the premises served, or upon any other factor affecting the use of the facilities furnished, or upon any combination of the foregoing factors, as may be determined by the board on an equitable basis.

(d) The rates, fees, rentals, or other charges prescribed shall be such as will produce revenues, together with any other assessments, taxes, revenues, or funds available or pledged for such purpose, at least sufficient to provide for the items hereinafter listed, but not necessarily in the order stated:

1. To provide for all expenses of operation and maintenance of such facility or service.

2. To pay when due all bonds and interest thereon for the payment of which such revenues are, or shall have been, pledged or encumbered, including reserves for such purpose.

3. To provide for any other funds that may be required under the resolution or resolutions authorizing the issuance of bonds pursuant to this act.

(e) The board shall have the power to enter into contracts for the use of the projects of the district and with respect to the services, systems, and facilities furnished or to be furnished by the district.

(21) RECOVERY OF DELINQUENT CHARGES.—In the event that any rates, fees, rentals, charges, or delinquent penalties shall not be paid as and when due and shall be in default for 60 days or more, the unpaid balance thereof and all interest accrued thereon, together with reasonable attorney's fees and costs, may be recovered by the district in a civil action.

(22) DISCONTINUANCE OF SERVICE.—In the event the fees, rentals, or other charges for water and sewer services, or either of them, are not paid when due, the board shall have the power, under such reasonable rules and regulations as the board may adopt, to discontinue and shut off both water and sewer services until such fees, rentals, or other charges, including interest, penalties, and charges for the shutting off and discontinuance and the restoration of such water and sewer services or both, are fully paid; and, for such purposes, the board may enter on any lands, waters, or premises of any person, firm, corporation, or body, public or private, within the district limits. Such delinquent fees, rentals, or other charges, together with interest, penalties, and charges for the shutting off and discontinuance and the restoration of such services and facilities and reasonable attorney's fees and other expenses, may be recovered by the district, which may also enforce payment of such delinquent fees, rentals, or other charges by any other lawful method of enforcement.

(23) ENFORCEMENT AND PENALTIES.—The board or any aggrieved person may have recourse to such remedies in law and at equity as may be necessary to ensure compliance with the provisions of this act, including injunctive relief to enjoin or restrain any person violating the provisions of this act or any bylaws, resolutions, regulations, rules, codes, or orders

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adopted under this act. In case any building or structure is erected, constructed, reconstructed, altered, repaired, converted, or maintained, or any building, structure, land, or water is used, in violation of this act or of any code, order, resolution, or other regulation made under authority conferred by this act or under law, the board or any citizen residing in the district may institute any appropriate action or proceeding to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance, or use; to restrain, correct, or avoid such violation; to prevent the occupancy of such building, structure, land, or water; and to prevent any illegal act, conduct, business, or use in or about such premises, land, or water.

(24) SUITS AGAINST THE DISTRICT.—Any suit or action brought or maintained against the district for damages arising out of tort, including, without limitation, any claim arising upon account of an act causing an injury or loss of property, personal injury, or death, shall be subject to the limitations provided in section 768.28, Florida Statutes.

(25) EXEMPTION OF DISTRICT PROPERTY FROM EXECUTION.—All district property shall be exempt from levy and sale by virtue of an execution, and no execution or other judicial process shall issue against such property, nor shall any judgment against the district be a charge or lien on its property or revenues; however, nothing contained herein shall apply to or limit the rights of bondholders to pursue any remedy for the enforcement of any lien or pledge given by the district in connection with any of the bonds or obligations of the district.

(26) TERMINATION, CONTRACTION, OR EXPANSION OF DISTRICT.—

(a) The board may ask the Legislature through its local legislative delegations in and for Charlotte County to amend this act to contract, to expand or to contract, and to expand the boundaries of the district.

(b) The district shall remain in existence until:

1. The district is terminated and dissolved pursuant to amendment to this act by the Legislature.

2. The district has become inactive pursuant to section 189.4044, Florida Statutes.

(27) INCLUSION OF TERRITORY.—The inclusion of any or all territory of the district within a municipality does not change, alter, or affect the boundary, territory, existence, or jurisdiction of the district.

(28) SALE OF REAL ESTATE WITHIN THE DISTRICT; REQUIRED DISCLOSURE TO PURCHASER.—Subsequent to the creation of this district under this act, each contract for the initial sale of a parcel of real property and each contract for the initial sale of a residential unit within the district shall include, immediately prior to the space reserved in the contract for the signature of the purchaser, the following disclosure statement in boldfaced and conspicuous type that is larger than the type in the remaining

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text of the contract: "THE BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC SYSTEMS, FACILITIES, AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW."

(29) NOTICE OF CREATION AND ESTABLISHMENT.—Within 30 days after the election of the first governing board of the district, the district shall cause to be recorded in the grantor-grantee index of the property records in the county in which it is located a "Notice of Creation and Establishment of the Babcock Ranch Community Independent Special District." The notice shall, at a minimum, include the legal description of the property covered by this act.

(30) DISTRICT PROPERTY PUBLIC; FEES.—Any system, facility, service, works, improvement, project, or other infrastructure owned by the district, or funded by federal tax exempt bonding issued by the district, is public; and the district by rule may regulate, and may impose reasonable charges or fees for, the use thereof but not to the extent that such regulation or imposition of such charges or fees constitutes denial of reasonable access.

Section 7. If any provision of this act is determined unconstitutional or otherwise determined invalid by a court of law, all the rest and remainder of the act shall remain in full force and effect as the law of this state.

Section 8. In the election provided for in section 9, each landowner present in person or by proxy shall be entitled to cast one vote for each assessable acre or fraction of an acre of land owned by him or her and located within the district.

Section 9. This section and section 8 shall take effect upon this act becoming law, and the remaining sections shall take effect upon approval by a majority vote of the owners of land within the district who are not exempt from ad valorem taxes or non-ad valorem assessments and who are present in person or by proxy at a landowners' meeting to be held within 90 days after the effective date of this act. Such landowners' meeting shall be noticed as provided in section 5 for the initial landowners' meeting and may be combined with such meeting. However, the provisions of this act that authorize the levy of ad valorem taxation and issuance of general obligation bonds shall take effect only upon express approval by a majority vote of those qualified electors of the Babcock Ranch Community Independent Special District voting in a referendum election held at such time as all members of the board are qualified electors who are elected by qualified electors of the district as provided in this act.

Approved by the Governor June 27, 2007.

Filed in Office Secretary of State June 27, 2007.

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Attachment 14:

Lee County Ordinance No. 10-03

LEE COUNTY ORDINANCE NO. 10-03
(Babcock)
(CPA2006-08)

AN ORDINANCE AMENDING THE LEE COUNTY COMPREHENSIVE PLAN, COMMONLY KNOWN AS THE "LEE PLAN," ADOPTED BY ORDINANCE NO. 89-02, AS AMENDED, SO AS TO ADOPT AMENDMENT CPA2006-08 (PERTAINING TO BABCOCK RELATED TRANSPORTATION IMPROVEMENTS) APPROVED DURING THE COUNTY'S 2008/2009 REGULAR COMPREHENSIVE PLAN AMENDMENT CYCLE; PROVIDING FOR PURPOSE, INTENT, AND SHORT TITLE; AMENDMENTS TO ADOPTED TEXT; LEGAL EFFECT OF "THE LEE PLAN"; GEOGRAPHICAL APPLICABILITY; SEVERABILITY, CODIFICATION, SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE.

WHEREAS, the Lee County Comprehensive Plan ("Lee Plan") Policy 2.4.1. and Chapter XIII, provides for adoption of amendments to the Plan in compliance with State statutes and in accordance with administrative procedures adopted by the Board of County Commissioners ("Board"); and,

WHEREAS, the Board, in accordance with Section 163.3181, Florida Statutes, and Lee County Administrative Code AC-13-6 provide an opportunity for the public to participate in the plan amendment public hearing process; and,

WHEREAS, the Lee County Local Planning Agency ("LPA") held a public hearing on the proposed amendment in accordance with Florida Statutes and the Lee County Administrative Code on February 23, 2009 and July 27, 2009; and,

WHEREAS, the Board held a public hearing for the transmittal of the proposed amendment on September 23 and October 28, 2009. At that hearing, the Board approved a motion to send, and did later send, proposed amendment CPA2006-08 pertaining to the Babcock Ranch Transportation Improvements to the Department of Community Affairs ("DCA") for review and comment; and,

WHEREAS, at the October 29, 2009 meeting, the Board announced its intention to hold a public hearing after the receipt of DCA's written comments commonly referred to as the "ORC Report." DCA issued their ORC report on January 15, 2010; and,

WHEREAS, on March 3, 2010, the Board held a public hearing and adopted the proposed amendment to the Lee Plan set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA, THAT:

SECTION ONE: PURPOSE, INTENT AND SHORT TITLE

The Board of County Commissioners of Lee County, Florida, in compliance with Chapter 163, Part II, Florida Statutes, and with Lee County Administrative Code AC-13-6, conducted public hearings to review proposed amendments to the Lee Plan. The purpose of this ordinance is to adopt the amendments to the Lee Plan discussed at those meetings and approved by a majority of the Board of County Commissioners. The short title and proper reference for the Lee County Comprehensive Land Use Plan, as hereby amended, will continue to be the "Lee Plan." **This amending ordinance may be referred to as the "2008/2009 Regular Comprehensive Plan Amendment Cycle CPA2006-08, Babcock Related Transportation Improvements Ordinance."**

SECTION TWO: ADOPTION OF LEE COUNTY'S 2008/2009 REGULAR COMPREHENSIVE PLAN AMENDMENT CYCLE

The Lee County Board of County Commissioners amends the existing Lee Plan, adopted by Ordinance Number 89-02, as amended, by adopting an amendment, as revised by the Board on March 3, 2010, known as CPA2006-08.

The corresponding Staff Reports and Analysis, along with all attachments for this amendment are adopted as "Support Documentation" for the Lee Plan.

Note: All text set forth below represents addition to the Lee Plan

OBJECTIVE 36.3: BABCOCK RANCH COMMUNITY. To minimize the development impacts of the Babcock Ranch Community (BRC) in Charlotte County on the Lee County transportation system, with the goal of protecting the rural nature of northeastern Lee County, and to assure the transportation impacts in Lee County, generated by the Babcock Ranch Community (BRC) approved in Charlotte County, are funded entirely by the BRC Independent Service District (ISD) or other BRC related funding mechanism. In addition, to provide a process by which these identified improvements are added to the Lee Plan Transportation Map Series and the Capital Improvement Program (CIP).

POLICY 36.3.1: Lee County views as a priority the proposed East-West Connector roadway and related interstate interchange and any other transportation/mobility improvements that will minimize the impacts in Lee County from the development of the BRC in Charlotte County. Lee County supports the use of the Lee County and Charlotte County MPO plan update processes in a comprehensive, coordinated, cooperative fashion to consider the need for, and location of, an East-West Connector roadway and related interstate interchange, as well as evaluation of transportation alternatives that might serve the projected need related to development of the BRC while minimizing the impacts to the rural nature of northeast Lee County. Upon inclusion in the appropriate MPO plan(s), funding for

the East-West Connector roadway or transportation/mobility alternatives will be allocated in accordance with Policy 36.3.3(c) below.

POLICY 36.3.2: The comprehensive transportation analysis of the BRC has identified the potential need for numerous transportation/mobility improvements in Lee County. In order to address the impacts of the development of the BRC in Charlotte County, additions to the Lee Plan Transportation Map Series and the CIP may be necessary.

a. Lee County does not have the responsibility to fund the capital transportation/mobility improvements required by the development of the BRC in Charlotte County.

b. As contemplated in the Interlocal Planning Agreement dated March 13, 2006, and the Babcock Ranch Community Road Planning Agreement dated May 23, 2006, the capital transportation/mobility improvements required by the development of the BRC will be funded entirely by the BRC Independent Service District (ISD) or other BRC related funding mechanism (hereinafter the Developer).

POLICY 36.3.3: Analysis of the development of the Babcock Ranch Community in Charlotte County identified potential transportation/mobility improvements beyond the financially feasible improvements currently reflected in the Lee Plan Transportation Map Series; therefore any future amendments to the Lee Plan Transportation Map Series related to the BRC will be consistent with the procedures set forth below:

a. The funding necessary to construct the transportation/mobility improvements resulting from BRC development may exceed the proportionate share contribution anticipated from the BRC DRI increments. Developer contributions exceeding the DRI proportionate share assessment for a given increment may be necessary to satisfy the financially feasible standard required to support an amendment to the Lee Plan Transportation Map Series, as well as future amendments to the CIP.

b. Prior to Lee County amending the Lee Plan Transportation Map Series and the CIP to include specific BRC-related transportation/mobility improvements, the ISD, or other BRC-related funding mechanism, will have to commit to fully funding these improvements if the proportionate share assessment does not fully fund these identified improvements.

c. Developer contributions in excess of its DRI proportionate share assessment may be applied directly toward identified improvements through pipelining. The funding necessary to justify inclusion in the Lee Plan will be delivered via development agreements, interlocal agreements, or other mechanisms

acceptable to Lee County, which mechanisms will coincide with each increment of the BRC. Upon execution of a development agreement, interlocal agreement, or other mechanism acceptable to Lee County providing for full funding of the identified transportation/mobility improvement, the County will include the transportation/mobility improvement on the Lee Plan Transportation Map Series and the transportation/mobility improvements will be included in the Capital Improvements Program (CIP) as funded by developer contributions.

d. Failure of the developer of the BRC to fully fund the transportation/mobility improvements necessary to serve the BRC will prevent the inclusion of those transportation/mobility improvements as amendments to the Lee Plan Transportation Map Series and the CIP.

POLICY 36.3.4: In recognition of the environmentally sensitive nature of the area, any transportation/mobility improvements in Lee County or within two miles of the Lee County border must include an analysis of the location and design of wildlife crossings. The wildlife crossings must be coordinated with the appropriate federal, state and local agencies including: South Florida Water Management District (SFWMD), Florida Fish and Wildlife Conservation Commission (FWC), Charlotte County, U.S. Fish and Wildlife Service (USFWS), and Lee County Division of Environmental Sciences.

SECTION THREE: LEGAL EFFECT OF THE "LEE PLAN"

No public or private development will be permitted except in conformity with the Lee Plan. All land development regulations and land development orders must be consistent with the Lee Plan as amended.

SECTION FOUR: GEOGRAPHIC APPLICABILITY

The Lee Plan is applicable throughout the unincorporated area of Lee County, Florida, except in those unincorporated areas included in joint or interlocal agreements with other local governments that specifically provide otherwise.

SECTION FIVE: SEVERABILITY

The provisions of this ordinance are severable and it is the intention of the Board of County Commissioners of Lee County, Florida, to confer the whole or any part of the powers herein provided. If any of the provisions of this ordinance are held unconstitutional by a court of competent jurisdiction, the decision of that court will not affect or impair the remaining provisions of this ordinance. It is hereby declared to be the legislative intent of the Board that this ordinance would have been adopted had the unconstitutional provisions not been included therein.

SECTION SIX: INCLUSION IN CODE, CODIFICATION, SCRIVENERS' ERROR

It is the intention of the Board of County Commissioners that the provisions of this ordinance will become and be made a part of the Lee County Code. Sections of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or other appropriate word or phrase in order to accomplish this intention; and regardless of whether inclusion in the code is accomplished, sections of this ordinance may be renumbered or relettered. The correction of typographical errors that do not affect the intent, may be authorized by the County Manager, or his or her designee, without need of public hearing, by filing a corrected or recodified copy with the Clerk of the Circuit Court.

SECTION SEVEN: EFFECTIVE DATE

The plan amendments adopted herein are not effective until a final order is issued by the DCA or Administrative Commission finding the amendment in compliance with Section 163.3184(9), Florida Statutes, or until the Administrative Commission issues a final order determining the adopted amendment to be in compliance in accordance with 163.3184(10), Florida Statutes, whichever occurs earlier. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before the amendment has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status. A copy of such resolution will be sent to the DCA, Bureau of Local Planning, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.

THE FOREGOING ORDINANCE was offered by Commissioner Judah, who moved its adoption. The motion was seconded by Commissioner Hall. The vote was as follows:

Robert P. Janes	Aye*
Brian Bigelow	Nay
Ray Judah	Aye
Tammara Hall	Aye
Frank Mann	Nay

* By telephone.

DONE AND ADOPTED this 3rd day of March 2010.

ATTEST:
CHARLIE GREEN, CLERK

BY: Marcia Wilson
Deputy Clerk

LEE COUNTY
BOARD OF COUNTY COMMISSIONERS

BY: By Judas for
Tammara Hall, Chairwoman

DATE: 3/3/10

Approved as to form by:

Donna Marie Collins
County Attorney's Office

FLORIDA DEPARTMENT *of* STATE

CHARLIE CRIST
Governor

STATE LIBRARY AND ARCHIVES OF FLORIDA

KURT S. BROWNING
Secretary of State

March 15, 2010

Honorable Charlie Green
Clerk of Court
Lee County
Post Office Box 2469
Fort Myers, Florida 33902-2469

Attention: Ms. Marcia Wilson, Deputy Clerk

Dear Mr. Green:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your letter dated March 11, 2010 and certified copies of Lee County Ordinance Nos. 10-03 through 10-21, which were received in this office on March 12, 2010.

Sincerely,

Liz Cloud

Liz Cloud
Program Administrator

LC/srd

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2010 MAR 17 PM 1:24

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R.A. Gray Building • 500 South Bronough Street • Tallahassee, Florida 32399-0250
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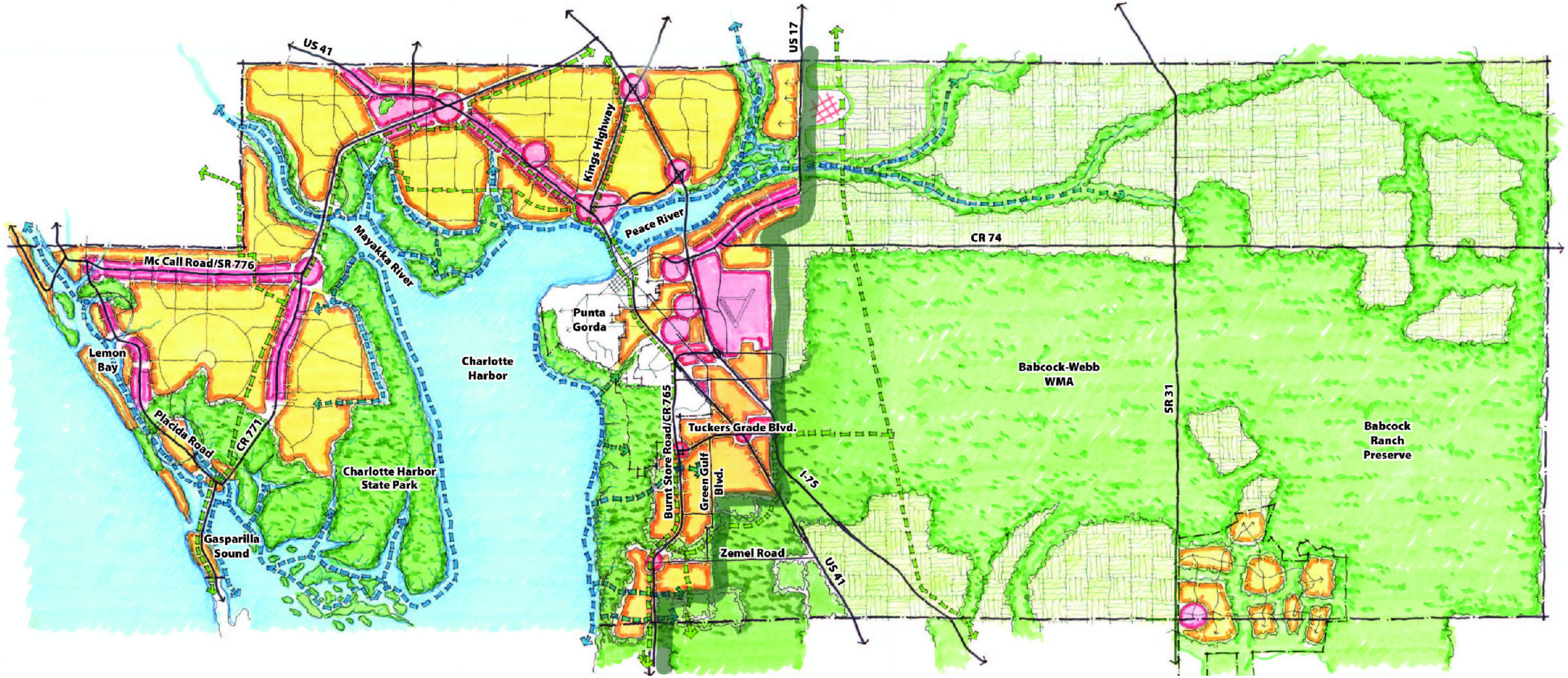
ADMINISTRATIVE CODE AND WEEKLY
850.245.6270 • FAX: 850.245.6282

Attachment 15:

Revised SPAM Series Map 1

Community Development

CHARLOTTE COUNTY
Supporting Policy and Analysis Map Series
Map #1: 2050 Planning Concept Plan



Created: 04/2010, Updated 09/2015

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