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**BABCOCK RANCH COMMUNITY
INCREMENT 1**

DRI INCREMENTAL DEVELOPMENT ORDER

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

AMENDED JANUARY 28, 2014

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1 RESOLUTION NO. 2014-048

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

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

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

18 WHEREAS, on December 15, 2009, the Board of County Commissioners of
19 Charlotte County, Florida (“Board”) approved and adopted the Babcock Ranch
20 Community Increment 1 DRI Incremental Development Order under Resolution 2009-
21 284, as subsequently amended on December 14, 2010 by Resolution 2010-112 and on
22 April 24, 2012 by Resolution 2012-024 (“IDO”); and

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

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

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

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

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

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

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

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

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

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

6 **RECITALS**

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

9 **FINDINGS OF FACT AND CONCLUSIONS OF LAW**

- 10 1. The real property constituting Increment 1 which is the subject of the NOPC,
11 consists of approximately 4047.98 acres, and is legally described as set forth in Exhibit
12 A attached hereto and made a part hereof ("Property" or "Community").
- 13 2. The NOPC is consistent with Subsections 380.06(6) and (21), Florida Statutes.
- 14 3. The NOPC is consistent with the MDO, which is incorporated herein by
15 reference.
- 16 4. The Developer submitted to the County an NOPC in March 29, 2013 and
17 responses to sufficiency questions on October 16, 2013. The application was deemed
18 sufficient by the SWFRPC on October 28, 2013. The representations and commitments
19 of Developer made in those documents which are made conditions of this IDO are
20 identified and set forth herein.
- 21 5. The Developer proposes to develop Increment 1 in accordance with the Babcock
22 Master Concept Plan (Map H through H-4, collectively referred to herein as Map H)
23 attached hereto as Exhibits B-1 through B-4 and made a part hereof. Map H constitutes
24 a portion of the revised Master Plan for the Babcock Ranch Overlay District in the

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

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

6 (ii) 126,000 square feet of retail,

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

9 (iv) 100 hotel rooms,

10 (v) 90,000 square feet of industrial,

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

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

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

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

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

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

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

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

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

3 **CONDITIONS**

4 **1. GROSS RESIDENTIAL DENSITY CONDITION AND DEVELOPMENT**
5 **PROGRAM**

6 A. Representations and Commitments as Conditions.

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

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

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

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

22 (5) Development within Increment 1 shall be in two phases in accordance with
23 Exhibit E. Phase 1 shall be year 2010 through 2021, and Phase 2 from 2015 through
24 2026. Any development not completed in the Phase 1 may be completed in Phase 2.

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

6 (7) Increment 1 is approved for all conditions herein, with the exception of
7 Transportation impacts, which are approved only for Increment 1-Phase 1, as provided
8 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

1 **4. TRANSPORTATION**

2 A. Representations and Commitments as Conditions.

3 (1) Increment 1-Phase 1.

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5 a. From a transportation perspective, only Babcock Ranch Community
6 Increment 1-Phase 1 (“Increment 1-Phase 1”) is approved by this IDO. Due to
7 the limited development of Increment 1-Phase 1 and its build-out date of March
8 4, 2021, the traffic analysis that has been conducted by the Developer, Florida
9 Department of Transportation (FDOT), County and Lee County is sufficient. Only
10 the residential and non-residential development shown on Exhibit E for Increment
11 1- Phase 1 is authorized by this IDO. However, site related preparation and
12 improvements for Increment 1-Phase 1 and Increment 1-Phase 2 are allowed,
13 such as clearing, grading, infrastructure, water management, mitigation,
14 environmental restoration and landscaping are allowed.

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

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

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

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

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

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

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

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

27
28 2. The mutually agreed upon significantly and adversely
29 impacted intersections and the identified improvements for
30 Increment 1-Phase 1 are:

- 31 a. SR 31 and SR 80
- 32 - 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

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

Reference #	Item	Total Cost	Anticipated Start Date ⁽³⁾
1	Intersection Improvements: - SR31 and SR80	\$243,000	Monitoring ⁽¹⁾
2	SR 31 Widening to 4 Lanes from SR 78 to North River Road <ul style="list-style-type: none"> • Cause to have prepared Project Development and Environment Study 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	

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- (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.

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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

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

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

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

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

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

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

- 1 iii) Coordinate acquisition and funding with either the
2 Babcock Ranch Community Independent Special District,
3 County, Lee County, or FDOT to assemble necessary
4 right-of-way.
- 5 iv) Coordinate with FDOT to construct the four-lane
6 improvement. As identified in Condition 4(A)(1)c.3
7 above, it is anticipated that the PD&E study or SEIR, the
8 preliminary engineering, and the right-of-way acquisition
9 will occur through 2014. Construction of the widening
10 improvement is anticipated to commence in 2015. Of
11 note, the interim intersection improvements may provide
12 additional capacity to the roadway to maintain the
13 roadway level of service standards, subject to biennial
14 monitoring and confirmation after construction of the
15 interim intersection improvements. [NOTE: Dates
16 contained within the IDO, as well as the associated
17 mitigation requirements, are subject to extension in
18 accordance with Section 252.363, Florida Statutes.]
- 19 v) Coordinate with FDOT to construct interim intersection
20 improvements at SR 31 and North River Road and at SR
21 31 and SR 78. Intersection improvements are to be
22 initiated no later than 90 days after the monitoring report

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

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

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

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

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

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

19 d. Satisfaction of the required mitigation in the timeframes as outlined and
20 compliance with the transportation related provisions of this IDO for Increment 1-Phase
21 1 shall satisfy the road or traffic concurrency requirements of the Comprehensive Plan,
22 LDR, and the Charlotte County Concurrency Management System, through March 4,
23 2021 (the build out date of Increment 1-Phase 1). If the Developer proposes to extend

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

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

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

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

21 (2) Increment 1-Phase 2

22 a. Increment 1-Phase 2 transportation impacts and mitigation shall be
23 addressed through an NOPC. All other conditions, other than Transportation, have
24

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

4 (3) The Master Internal Circulation Plan for Increment 1 is attached hereto as
5 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

January 28, 2014

1 Charlotte County Greenways Management Plan, a copy of which was provided to
2 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.

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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.

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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.

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

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

7 **REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY**
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1 **10. ENERGY**

2 A. Representations and Commitments as Conditions.

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

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

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1 **11. MINING OPERATIONS**

2 A. Representations and Commitments as Conditions.

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

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

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

2 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

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

3 **15. COMPLIANCE MONITORING**

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

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

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

15 **17. COMMENCEMENT OF DEVELOPMENT**

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

18 **18. PROJECTED BUILDOUT**

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

21 **19. EXPIRATION DATE**

22 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.

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

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

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

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

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

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

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

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


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

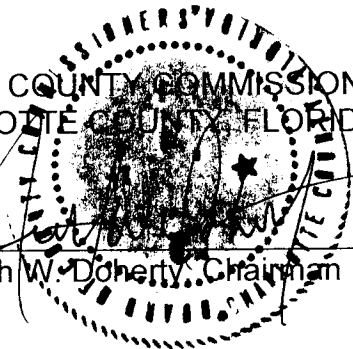
7 J. This Resolution shall be recorded in the Minutes of the Board.

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


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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

EXHIBITS

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- 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.

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- 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

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

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

PROJECT NAME:

SKETCH AND DESCRIPTION FOR:
 INCREMENT 1 - NORTH PARCEL

BOYLE ENGINEERING
 3550 S.W. Corporate Parkway
 Palm City, Florida 34980
 T 772.288.3883 F 772.288.3925
 BPR & FBPE License No's: 2005 & LB 7622
 www.boyle.aecom.com

BOYLE

Scale: N/A

Sheet 1 OF 2

Computed: CHK

Checked: CHK

REVISIONS:

Field Book: N/A

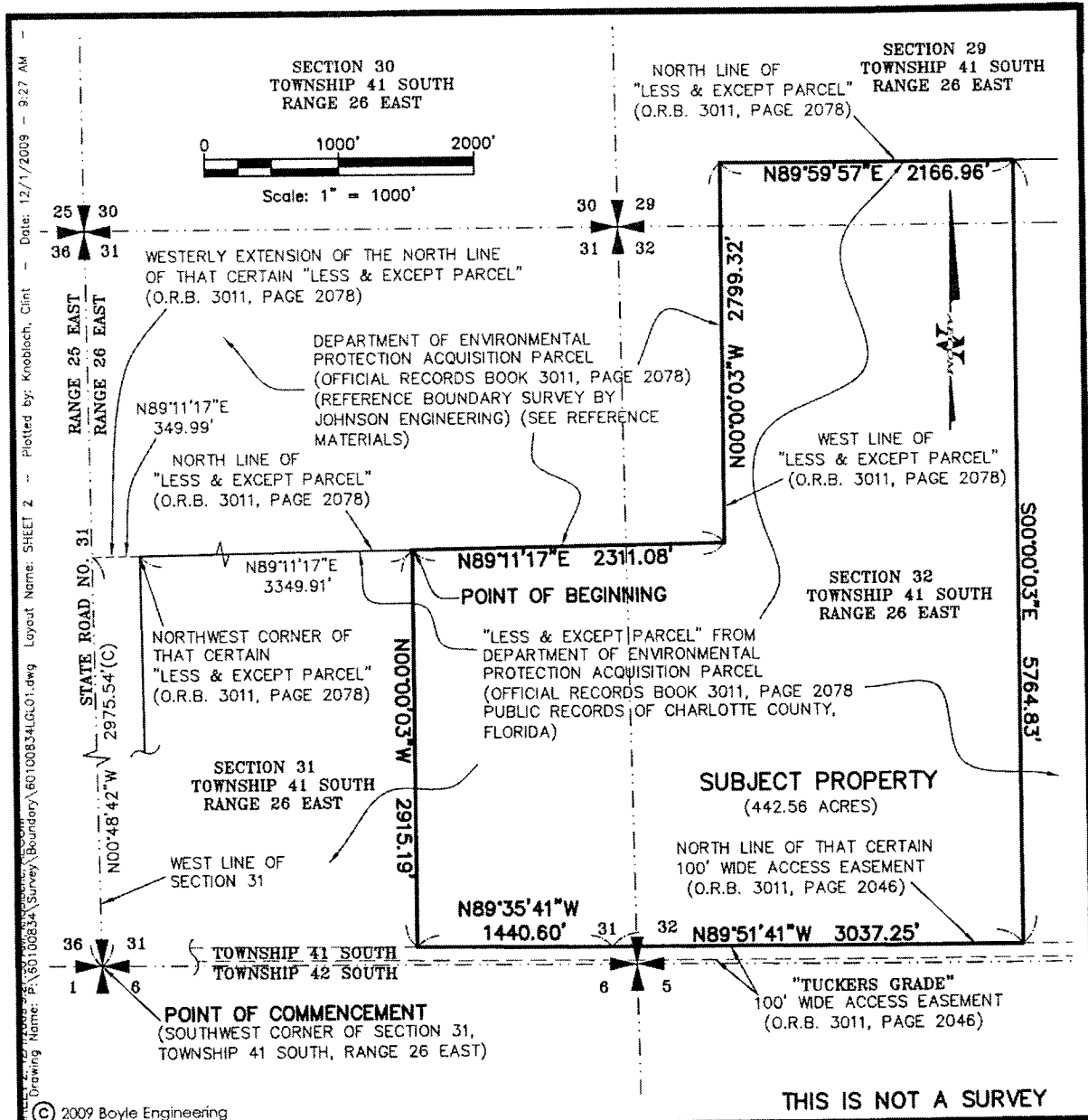
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Field: N/A

Date
 11/23/09

FILE NO.
 60100834LGL01

Project No.
 60100834



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 Drawing Time: 10:58:10 AM

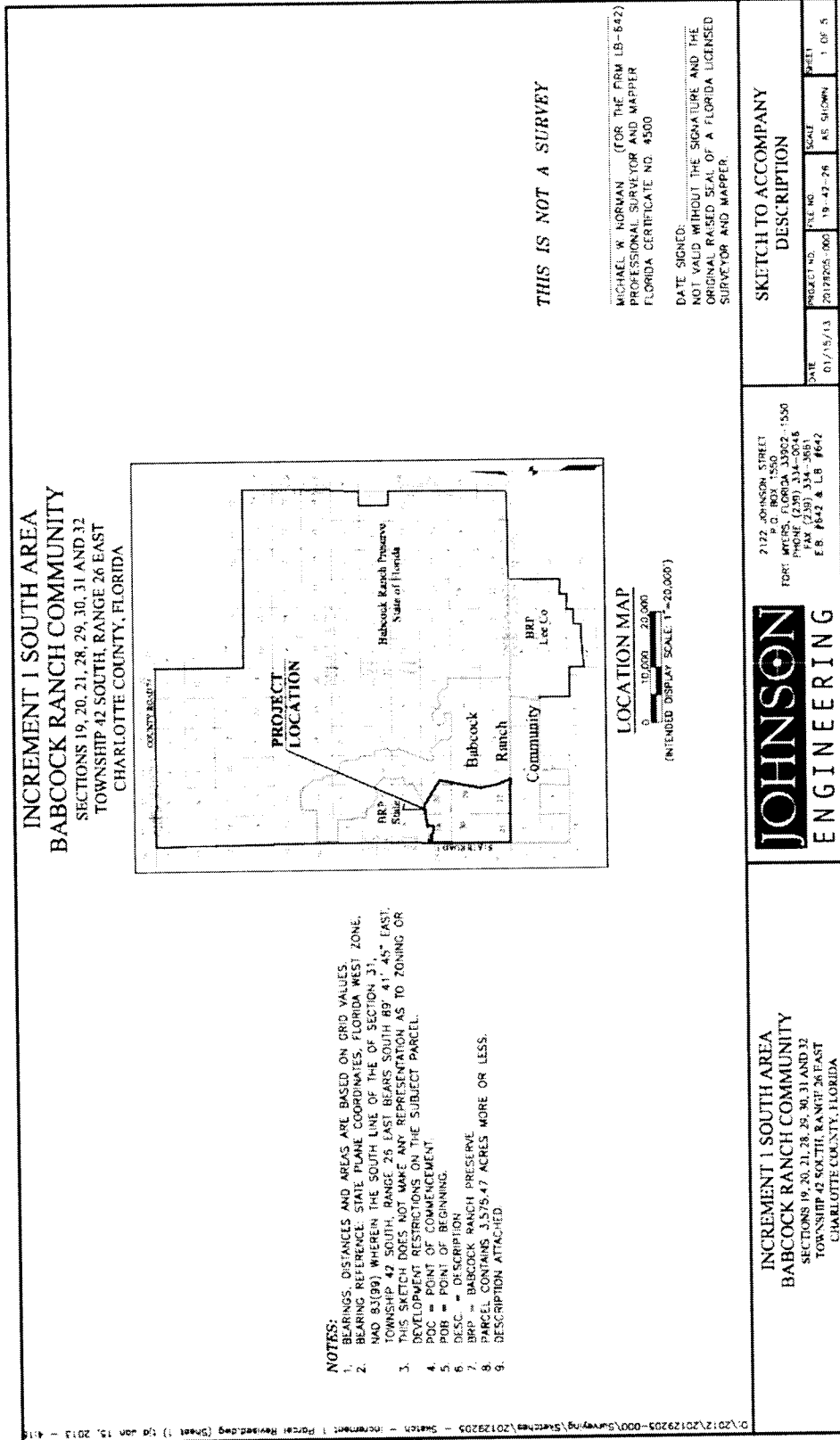
© 2009 Boyle Engineering

THIS IS NOT A SURVEY

<p>BOYLE ENGINEERING 3550 S.W. Corporate Parkway Palm City, Florida 34980 T 772.286.3883 F 772.286.3925 BPR & FBPE License No's: 2005 & LB 7622 www.boyle.oecom.com</p>		<p>Scale: 1"=1000'</p>		<p>REVISIONS:</p>	
		<p>Sheet 2 OF 2</p>	<p>Field Book: N/A</p>	<p>Page: N/A</p>	<p>Field: N/A</p>
<p>Computed: CHK</p>	<p>Date</p>	<p>FILE NO.</p>	<p>Project No.</p>		
<p>Checked: CHK</p>	<p>11/23/09</p>	<p>60100834LGL01</p>	<p>60100834</p>		

PROJECT NAME:

SKETCH AND DESCRIPTION FOR:
 INCREMENT 1 - NORTH PARCEL



**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. DLSC = DESCRIPTION.
 7. BRP = BABCOCK RANCH PRESERVE
 8. PARCEL CONTAINS 3,575.47 ACRES MORE OR LESS.
 9. DESCRIPTION ATTACHED.

THIS IS NOT A SURVEY

MICHAEL W. KORMAN (FOR THE FIRM LB-842)
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.

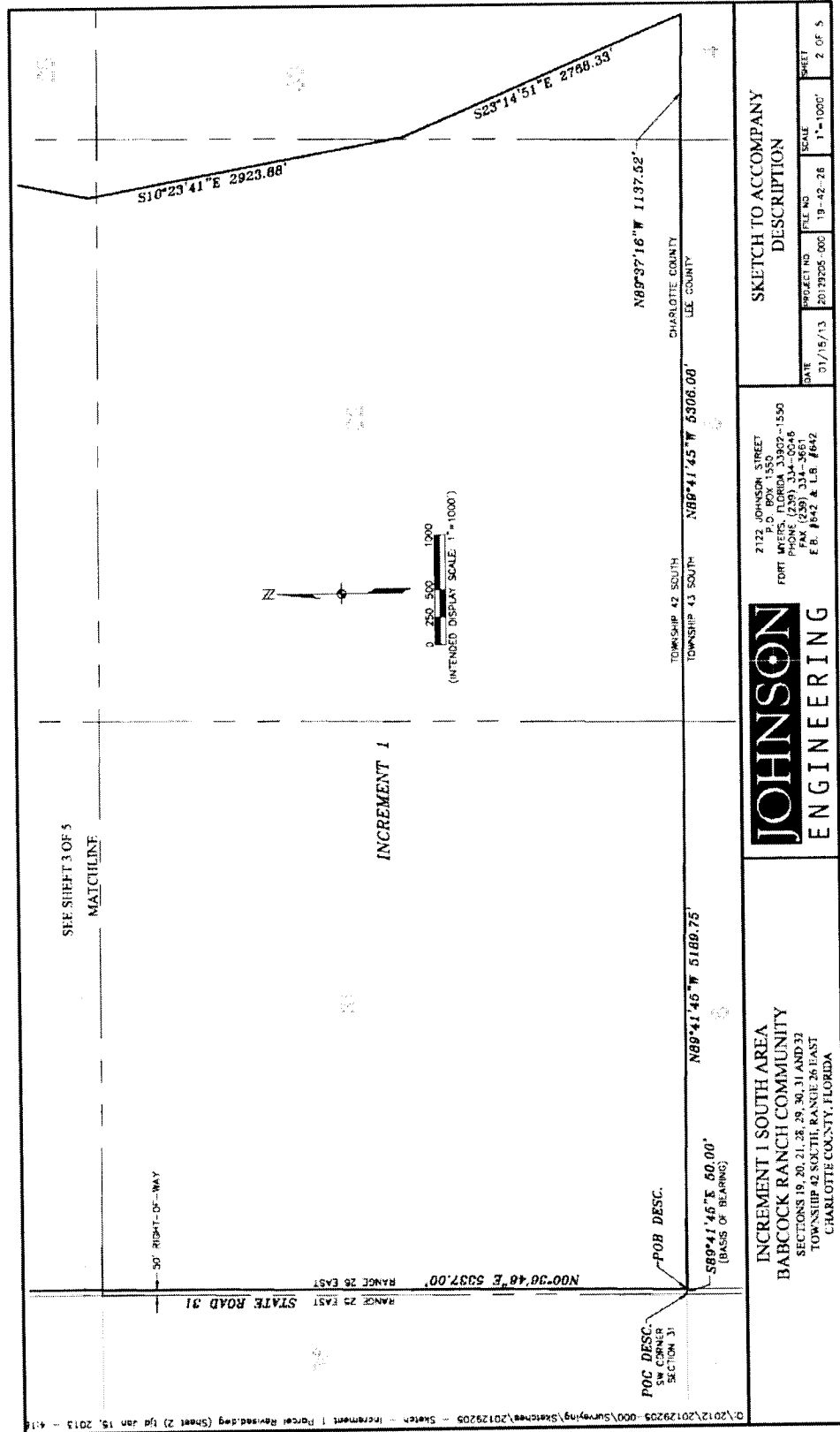
SKETCH TO ACCOMPANY
DESCRIPTION

DATE	PROJECT NO.	SHEET
01/15/13	20129203-000	1 OF 5

2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (813) 334-3024
FAX (813) 334-3851
E.B. #642 & LB #642

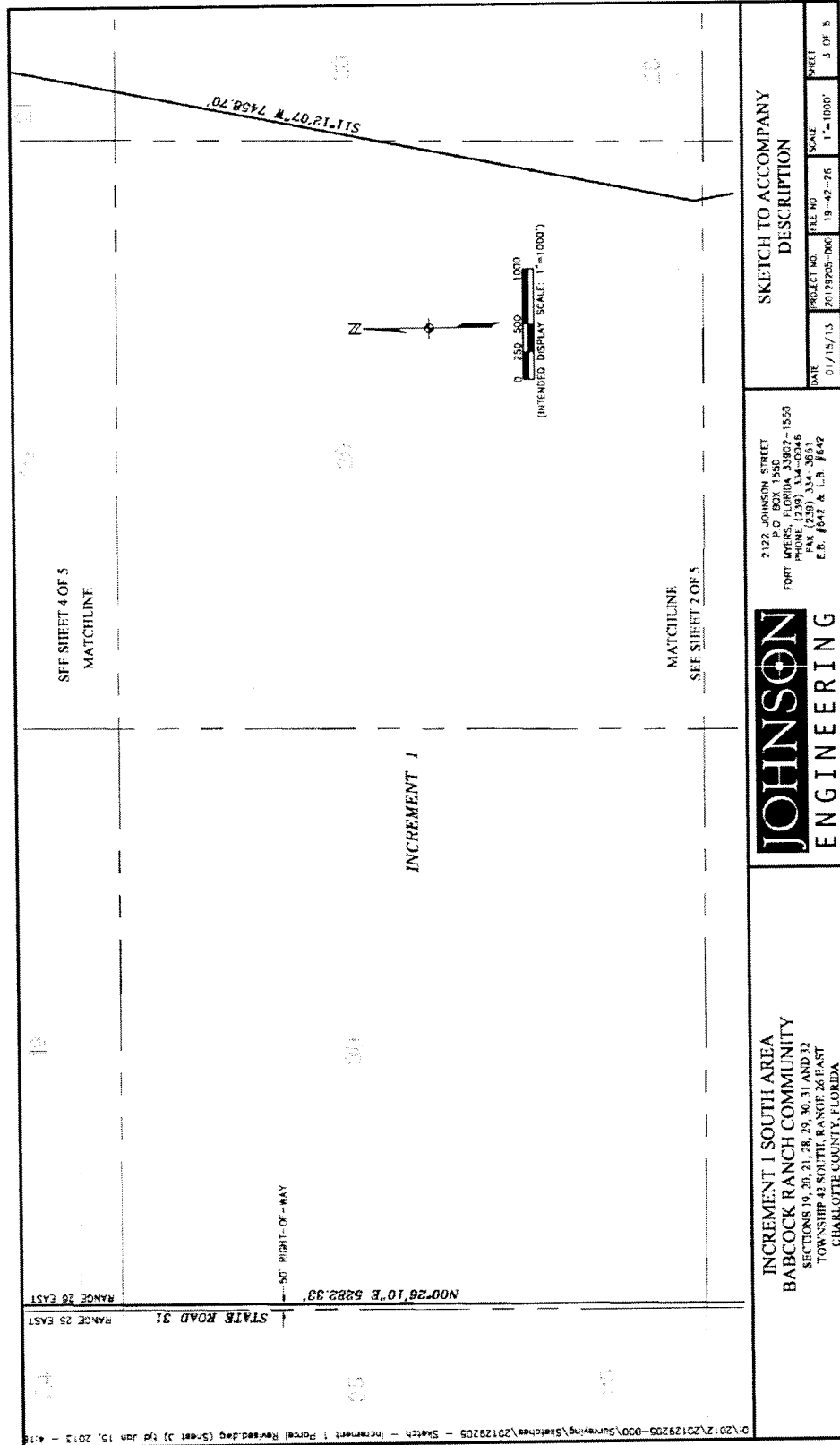


INCREMENT 1 SOUTH AREA
BABCOCK RANCH COMMUNITY
SECTIONS 19, 20, 21, 28, 29, 30, 31 AND 32
TOWNSHIP 42 SOUTH, RANGE 26 EAST
CHARLOTTE COUNTY, FLORIDA



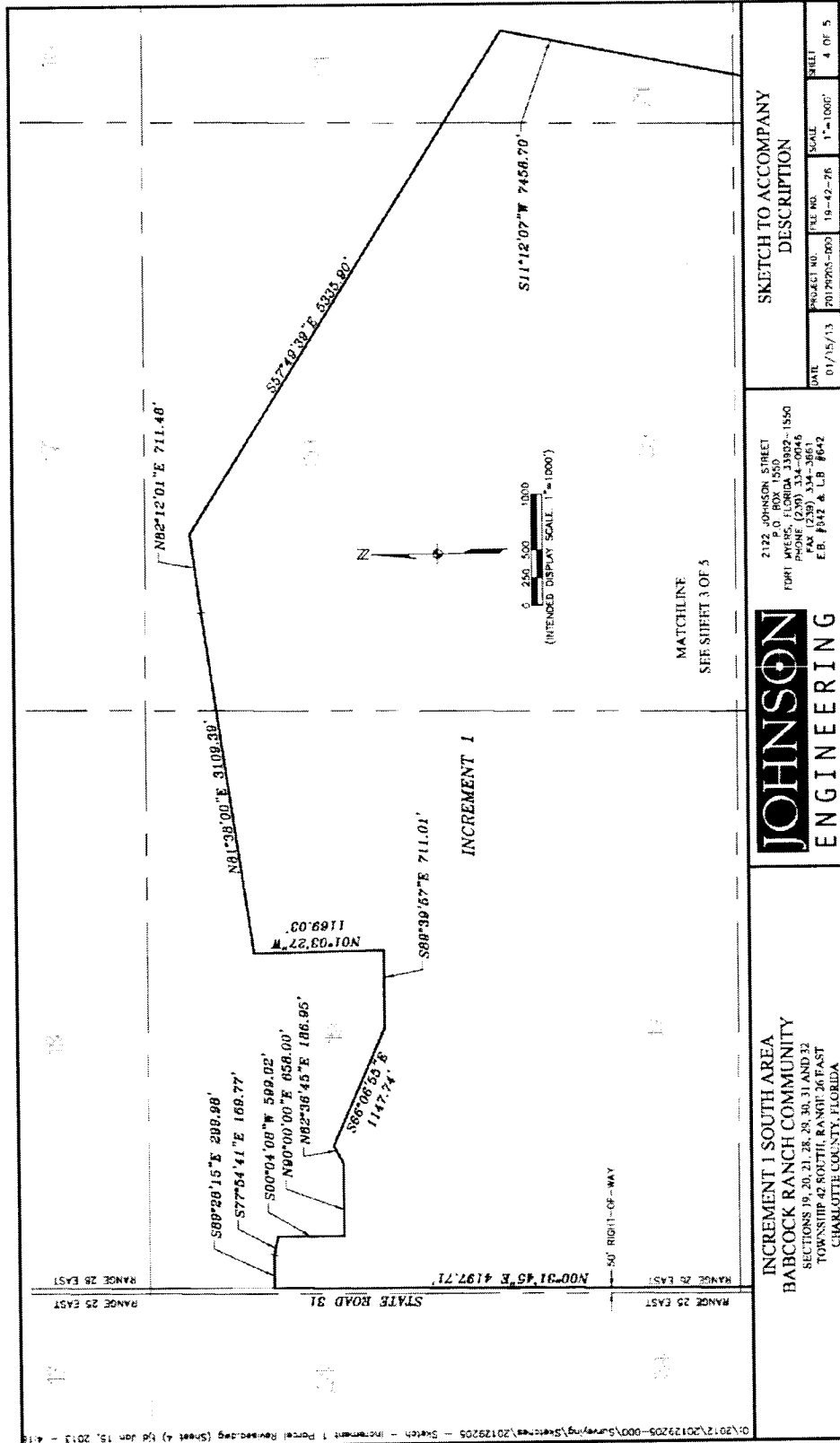
<p>2122 JOHNSON STREET P.O. BOX 1550 FORT WALTERS, FLORIDA 33602-1550 PHONE (336) 334-5655 FAX (336) 334-5651 E.B. #642 & L.B. #642</p>		<p>DATE: 01/15/13</p>	<p>PROJECT NO: 20129205-000</p>	<p>FILE NO: 19-42-28</p>	<p>SCALE: 1"=1000'</p>	<p>SHEET: 2 OF 5</p>
<p>JOHNSON ENGINEERING</p>		<p>SKETCH TO ACCOMPANY DESCRIPTION</p>				
<p>INCREMENT 1 SOUTH AREA BABCOCK RANCH COMMUNITY SECTIONS 19, 20, 21, 28, 29, 30, 31 AND 32 TOWNSHIP 42 SOUTH, RANGE 26 EAST CHARLOTTE COUNTY, FLORIDA</p>		<p>INCREMENT 1</p>				

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<p>INCREMENT 1 SOUTH AREA BABCOCK RANCH COMMUNITY SECTIONS 19, 20, 21, 28, 29, 30, 31 AND 32 TOWNSHIP 43 SOUTH, RANGE 26 EAST CHARLOTTE COUNTY, FLORIDA</p>		<p>JOHNSON ENGINEERING</p>	
<p>2122 JOHNSON STREET P.O. BOX 1550 FORT WALKER, FLORIDA 33852-1550 PHONE: (888) 334-3664 FAX: (888) 334-3664 E.B. #642 & L.B. #642</p>		<p>SKETCH TO ACCOMPANY DESCRIPTION</p>	
DATE	PROJECT NO.	FILE NO.	SCALE
01/15/13	2019225-000	19-47-76	1" = 1000'
			SHEET
			3 OF 5

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<p>INCREMENT 1 SOUTH AREA BABCOCK RANCH COMMUNITY SECTIONS 19, 20, 21, 28, 29, 30, 31 AND 32 TOWNSHIP 42 SOUTH, RANGE 26 EAST CHARLOTTE COUNTY, FLORIDA</p>		<p>JOHNSON ENGINEERING</p>		<p>2122 JOHNSON STREET P.O. BOX 1550 FORT WAREHOUSES, LORRAINE, FLORIDA 33042 PHONE (239) 334-3661 FAX (239) 334-3661 E.B. #042 & L.B. #642</p>		<p>DATE: 01/15/13</p>		<p>PROJECT NO: 20129205-003</p>		<p>SHEET NO: 19-42-26</p>		<p>SCALE: 1"=1000'</p>		<p>SHEET: 4 OF 5</p>	
<p>SKETCH TO ACCOMPANY DESCRIPTION</p>															

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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°28'10" 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 NORTH 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°36'46" 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 2,823.88 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



2122 JOHNSON SHRELT
 P.O. BOX 1550
 FORT MYERS, FLORIDA 33902-1550
 PHONE (813) 334-3030
 FAX (239) 334-3061
 E.B. #642 & L.B. #642

DATE	01/15/13
PROJECT NO.	20129205-000
FILE NO.	19-42-76
SCALE	
SHEET	5 OF 5

SKETCH TO ACCOMPANY
 DESCRIPTION

UTILITY EASEMENT
BABCOCK RANCH COMMUNITY
CHARLOTTE COUNTY, FLORIDA

LEGAL DESCRIPTION

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

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

* THIS IS NOT A SURVEY *

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5621 Banner Drive
 Fort Myers, Florida 33912
 239.276.1992 • FAX 239.276.0922
 E-MAIL: info@tkwonline.com
 Engineering Certification # 5762
 Survey LB # 734

DRAWN BY: KC	JOB NO.:07918.00	SHEET 1 OF 10
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LEGAL DESCRIPTION

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

DATE: DECEMBER 2008	DRAWING: LEGALWM
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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 SB1°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 1,364,710 SQUARE FEET OR 29.95 ACRES, MORE OR LESS.

NOTES:

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



1-28-09
 DATE SIGNED:

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 *

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 E-MAIL: info@tkwonline.com
 Engineering Certification # 5762
 Survey LB # 734

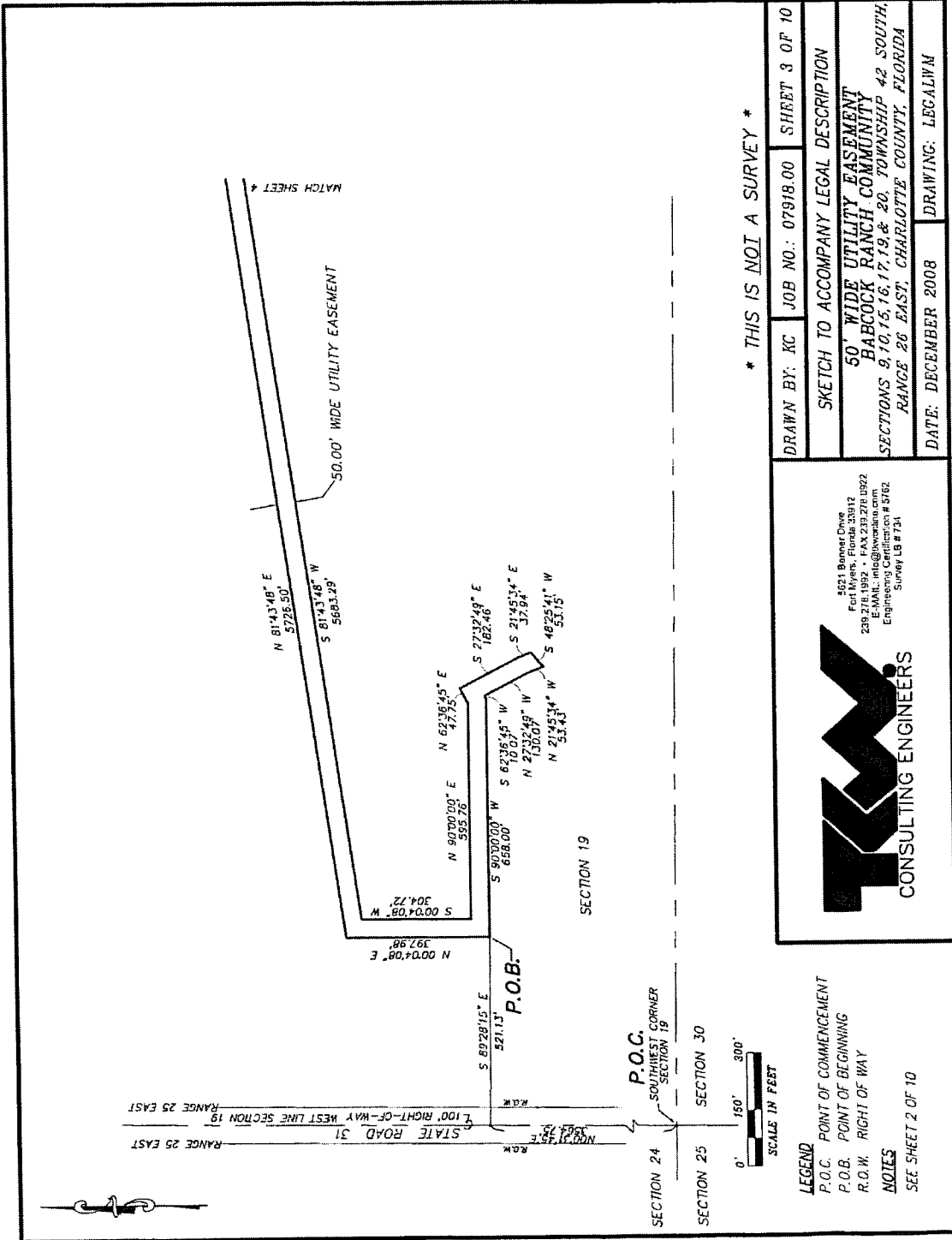
DRAWN BY: KC JOB NO.: 07918.00 SHEET 2 OF 10

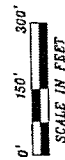
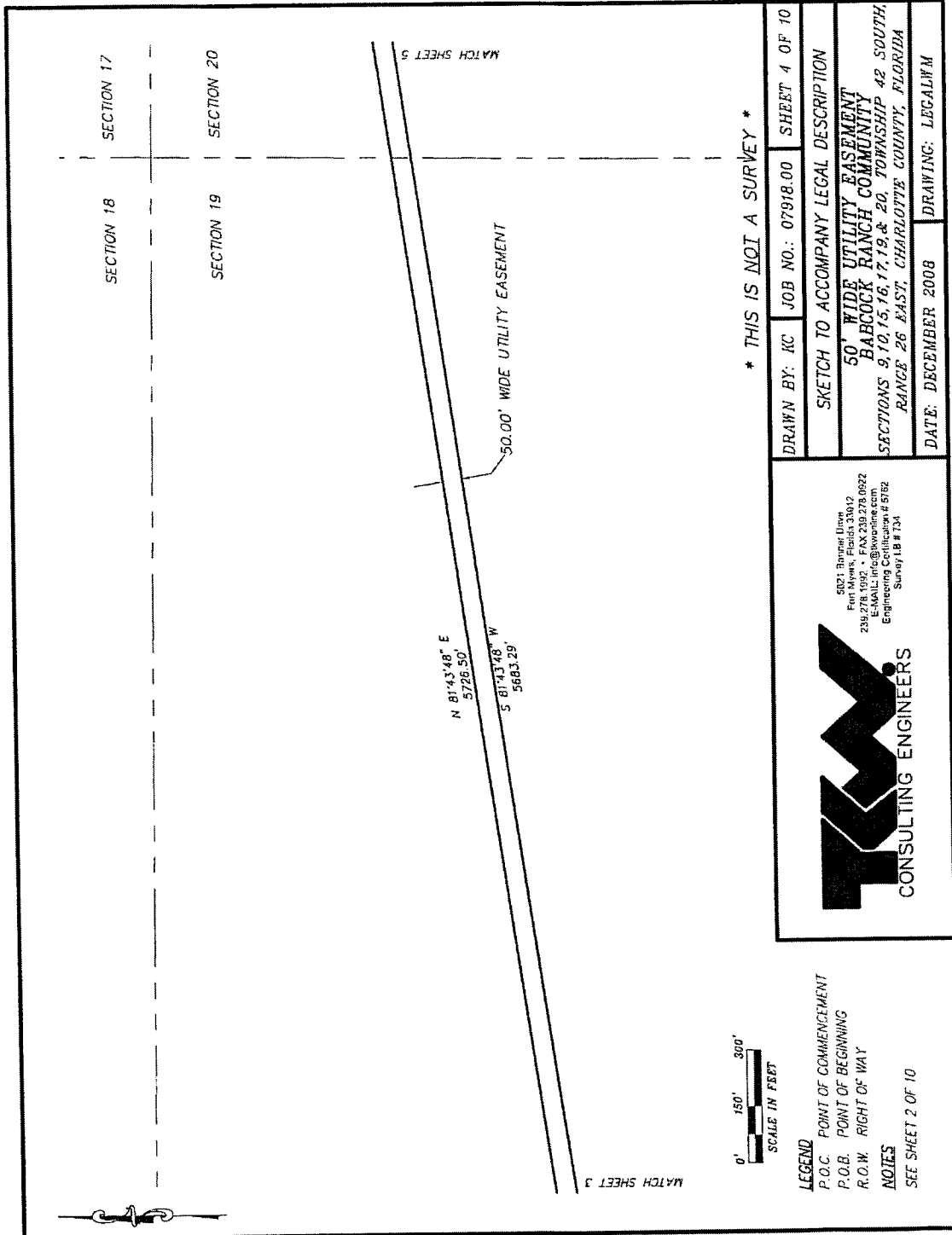
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**50' WIDE UTILITY EASEMENT
 BABCOCK RANCH COMMUNITY
 SECTIONS 9, 10, 15, 16, 17, 19, & 20, TOWNSHIP 42 SOUTH,
 RANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA**

DATE: DECEMBER 2008

DRAWING: LEGALWM





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: LEGALWFM	

5821 Birmah Drive
 Fort Myers, Florida 33612
 238.278.1121 or FAX 239.278.0622
 www.tlw-engineers.com
 Engineering Certificate # 5762
 Surveyor License # 734

TLW
CONSULTING ENGINEERS

EXHIBIT A-3

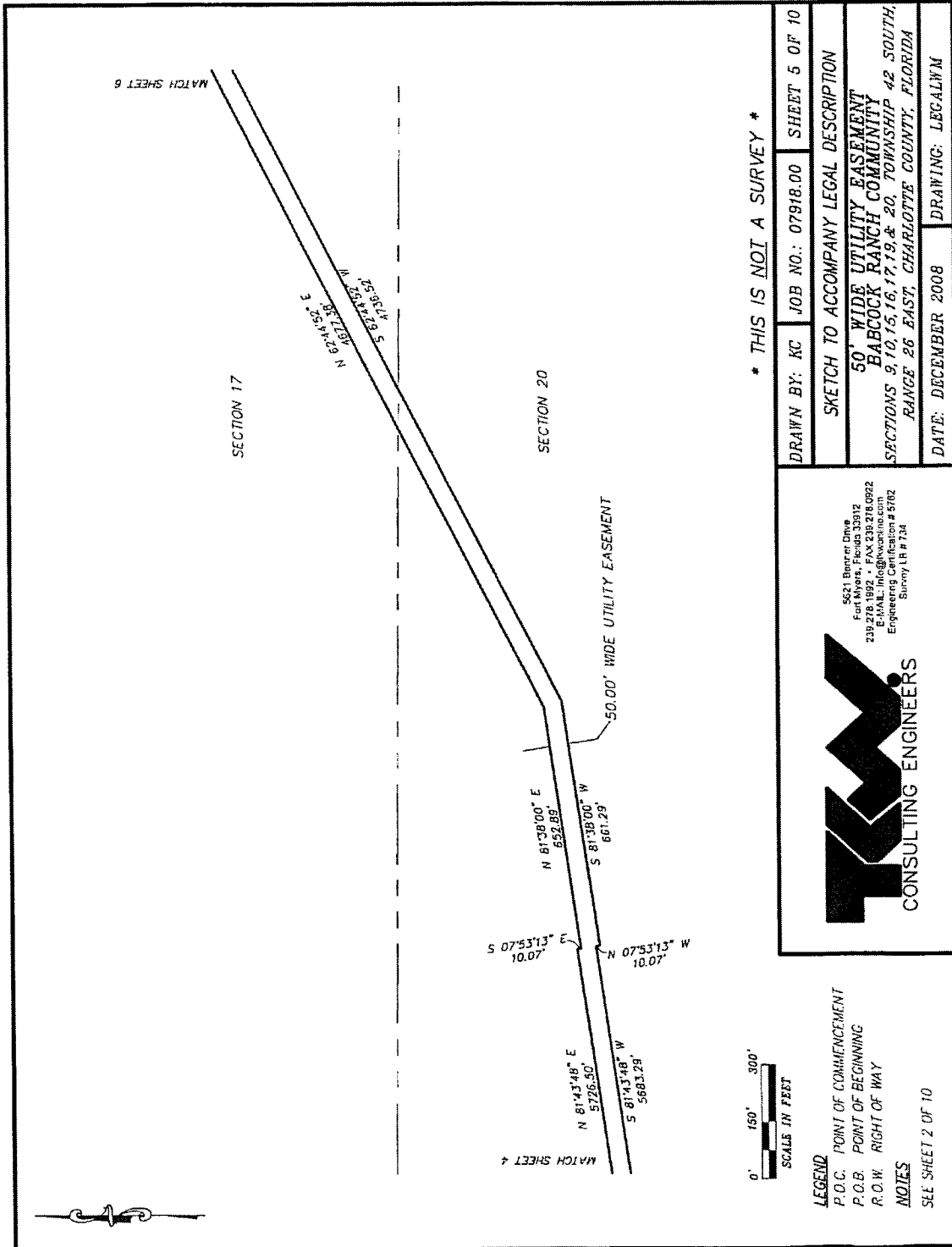
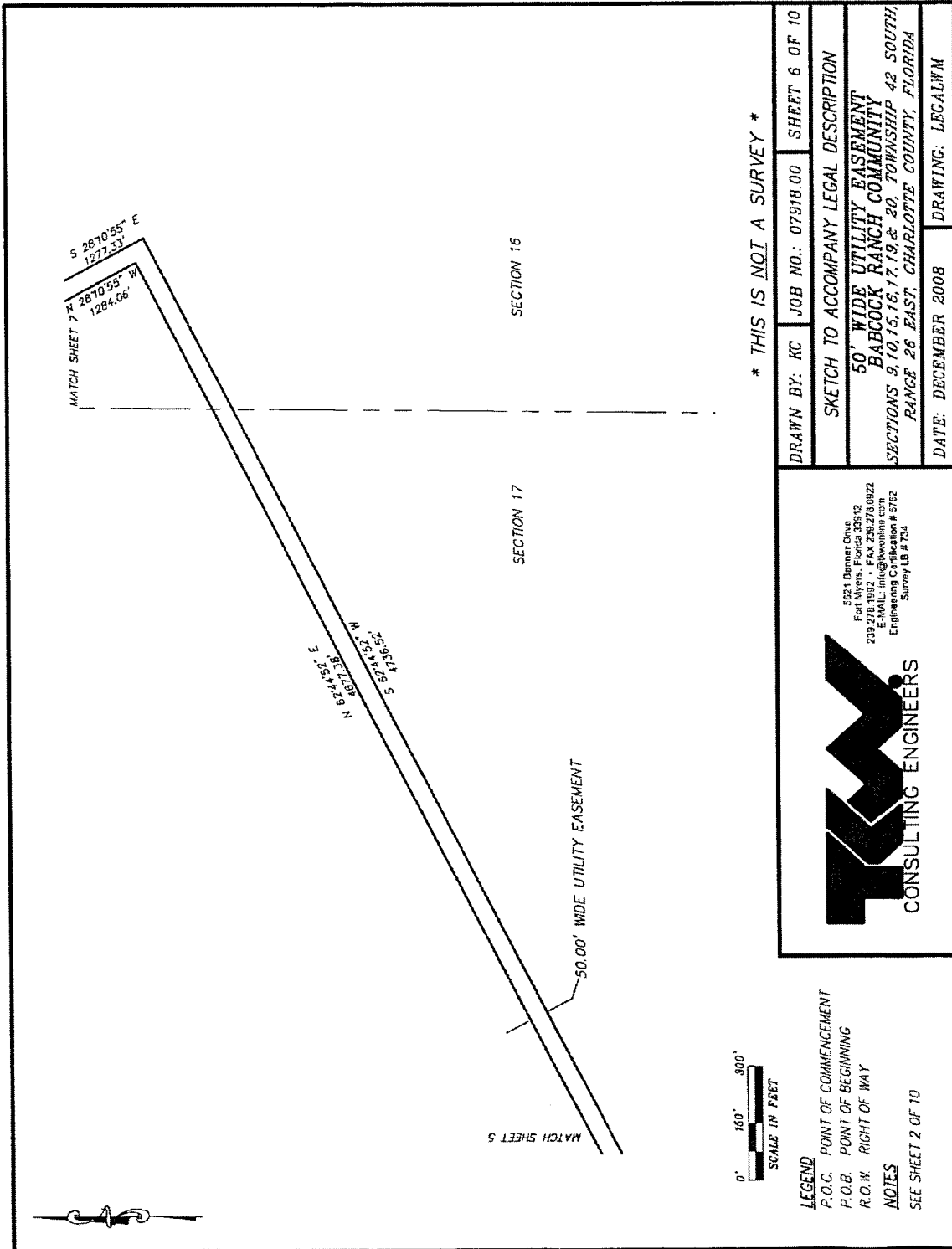


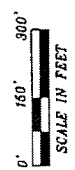
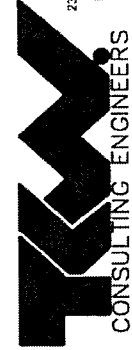
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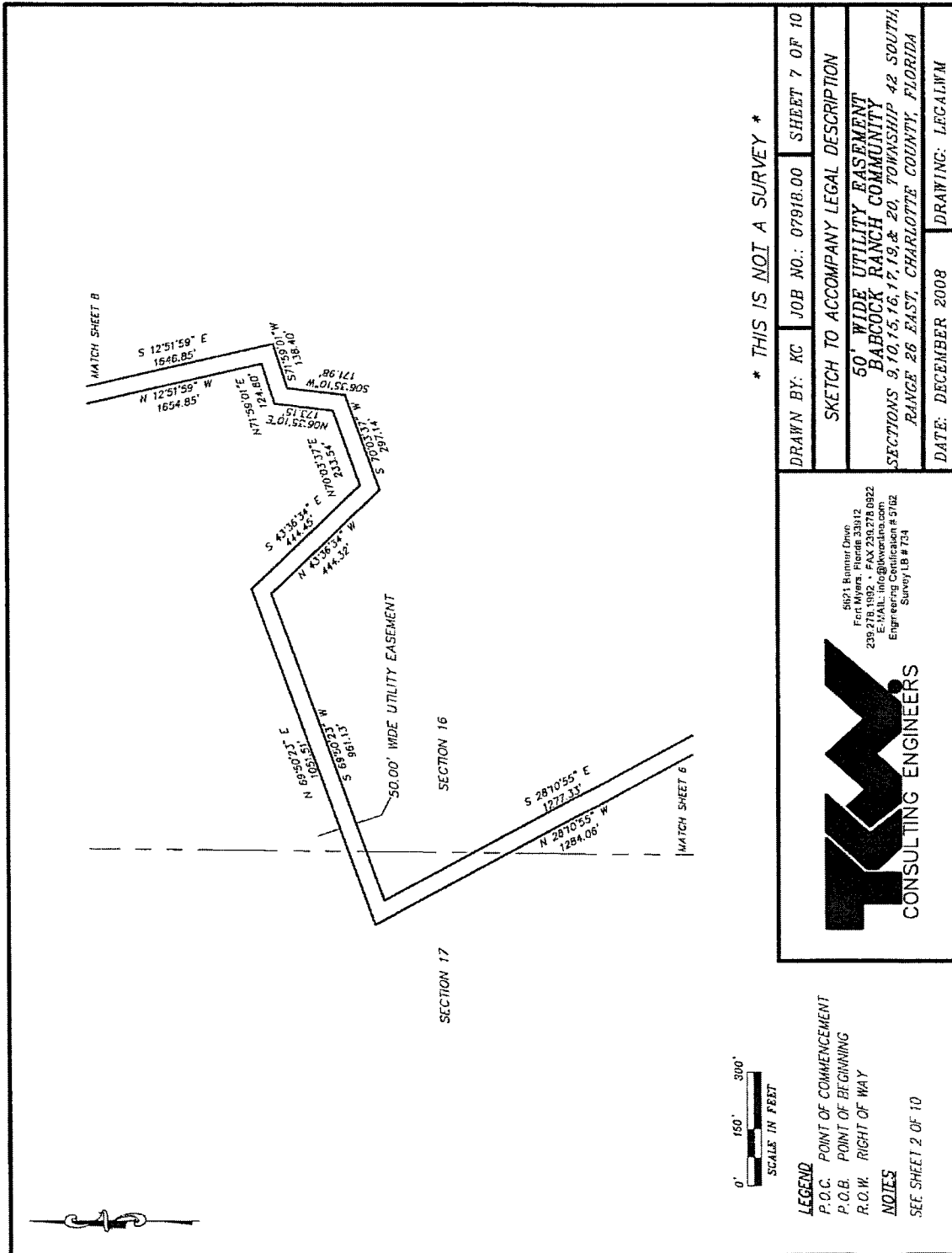
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DATE: DECEMBER 2008		DRAWING: LECALDW

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E-MAIL: info@tmm.com
Engineering Certificate # 5782
Survey License # 734



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



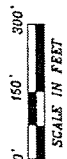
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DATE: DECEMBER 2008		DRAWING: LEGAL/WM

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Survey LB # 734



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

EXHIBIT A-3

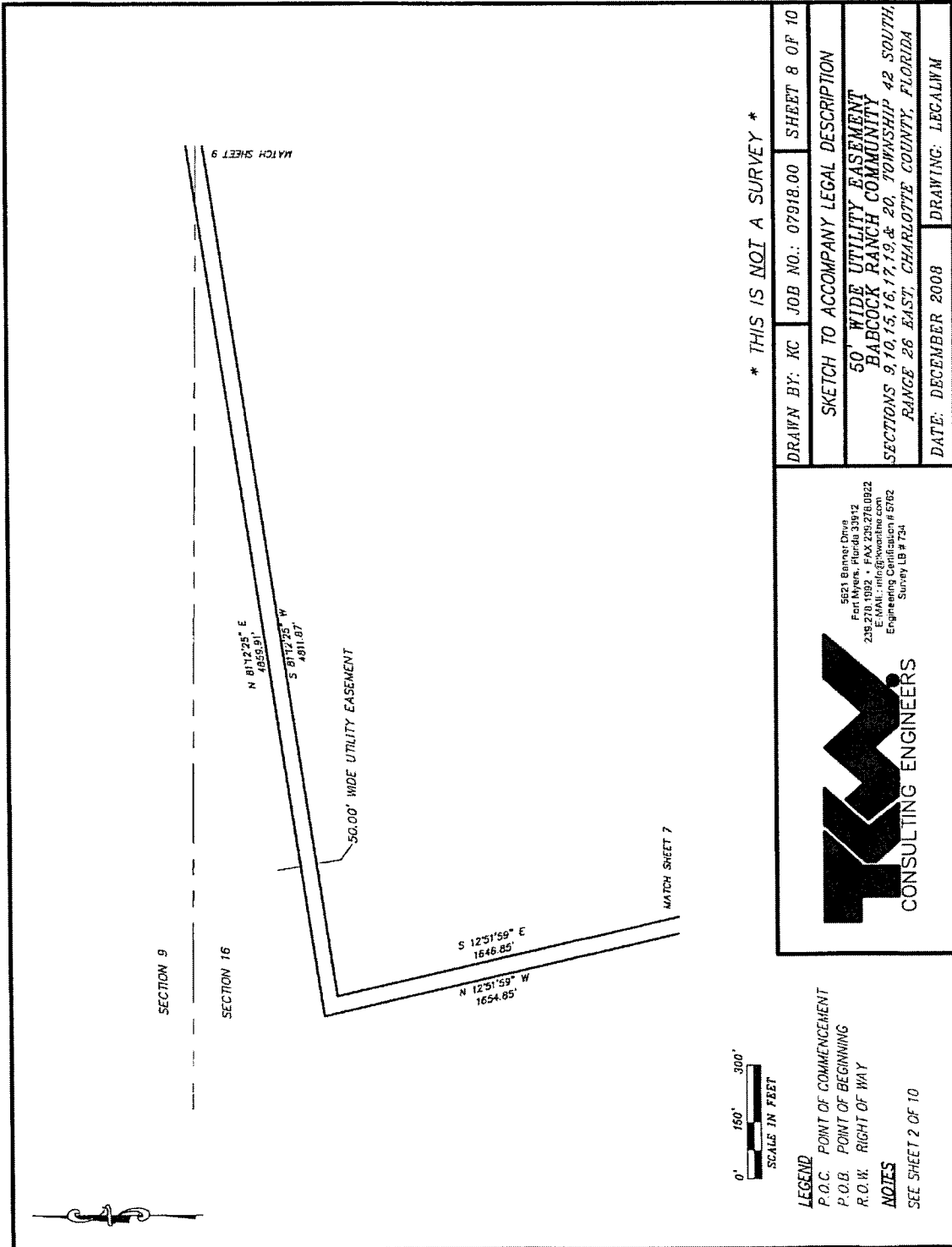
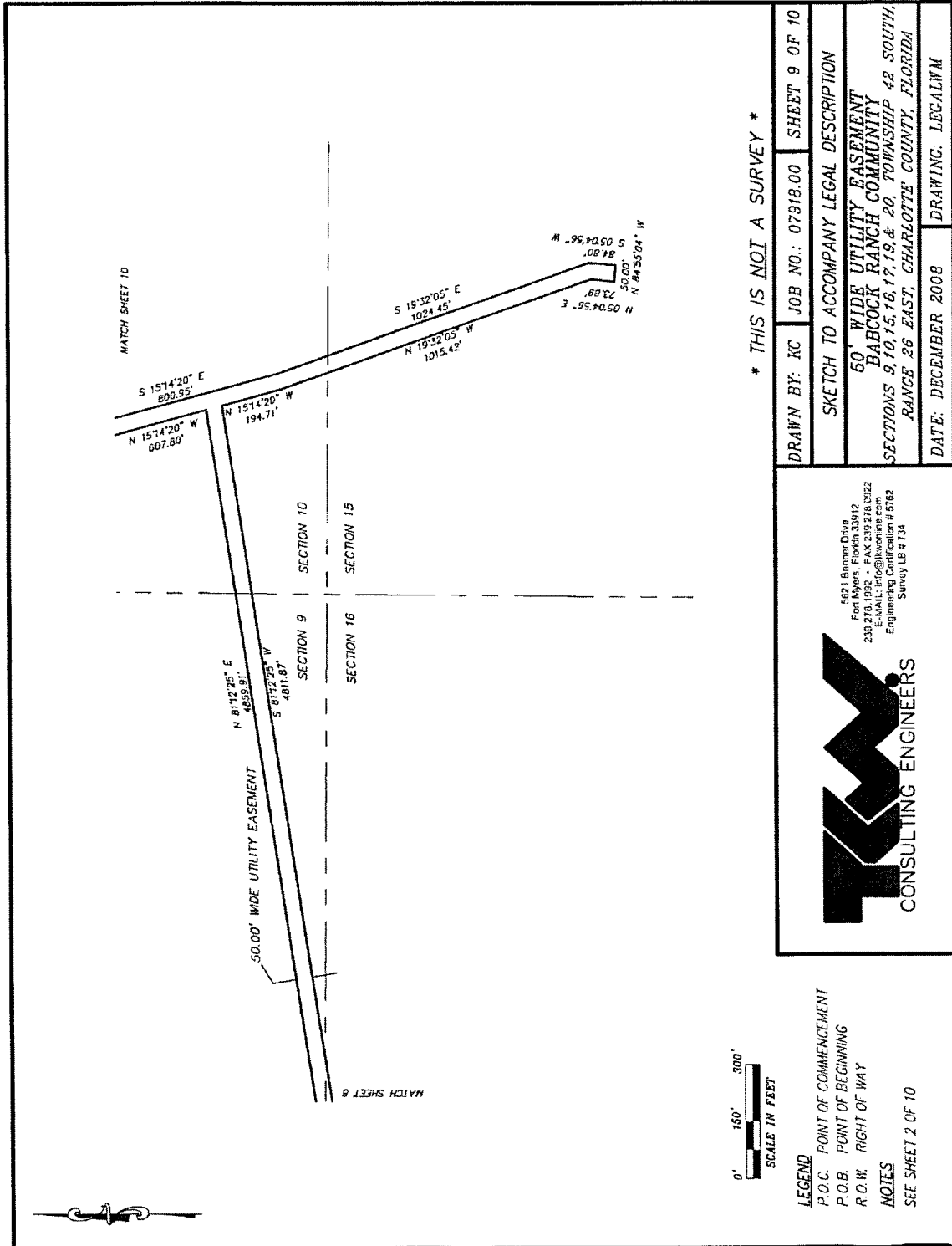


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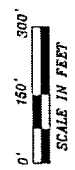


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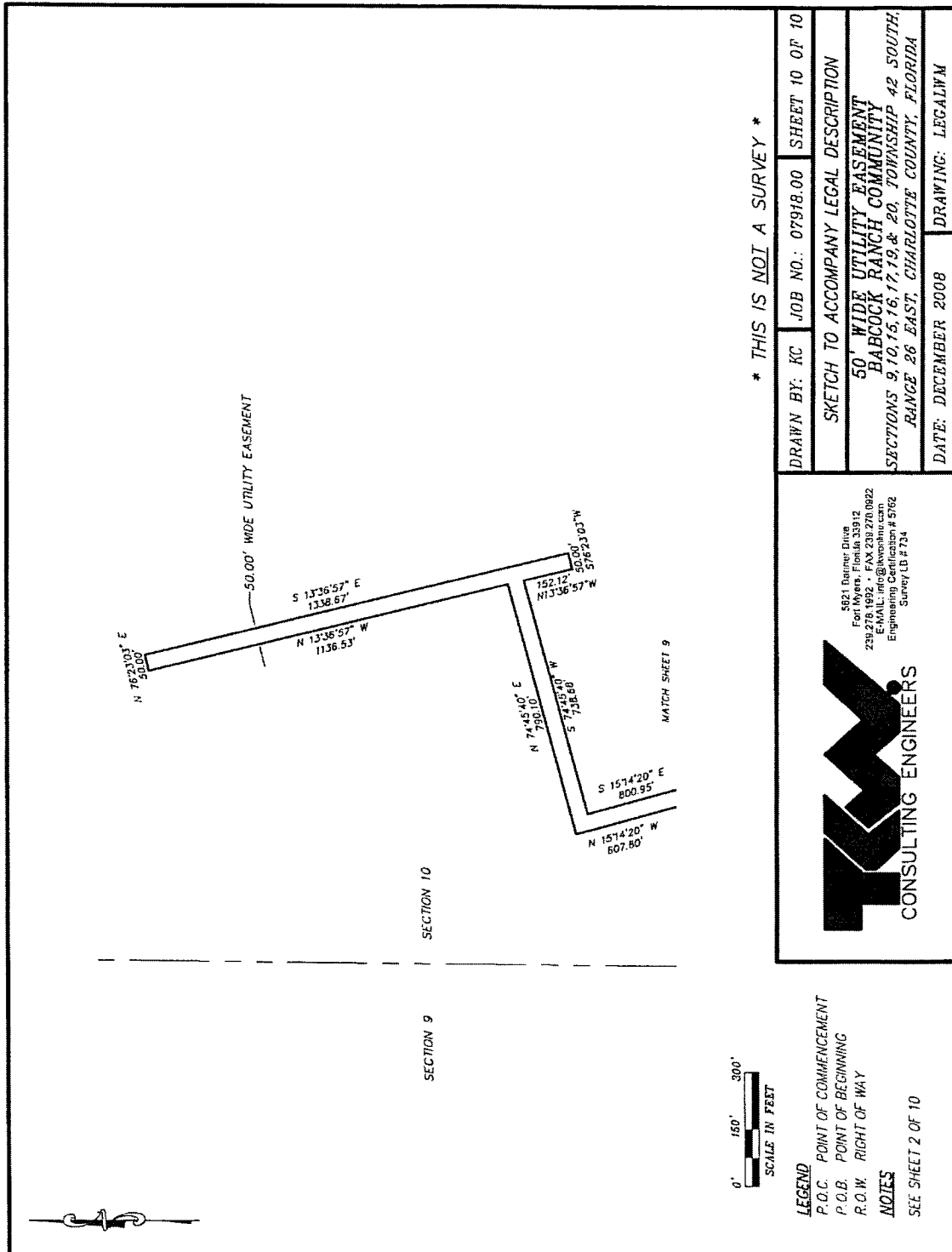
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SECTIONS 9, 10, 15, 16, 17, 18, & 20, TOWNSHIP 42 SOUTH, RANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA		
DATE: DECEMBER 2008		DRAWING: LEGALDW

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

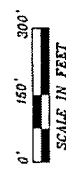


* THIS IS NOI A SURVEY *

DRAWN BY: KC	JOB NO.: 07918.00	SHEET 10 OF 10
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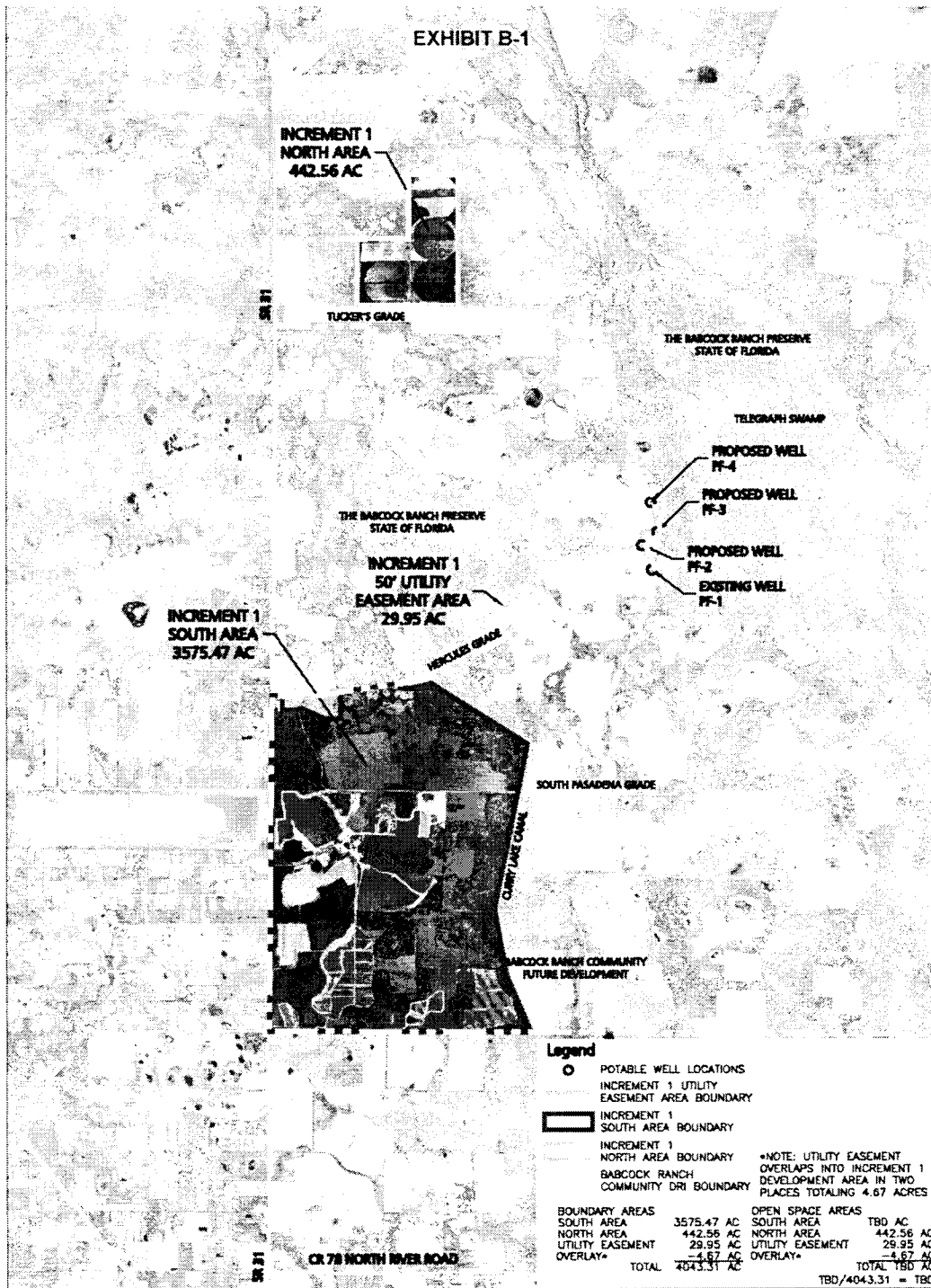


5821 Dunwoody Place
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 Survey License # 734

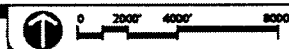


LEGEND
 P.O.C. POINT OF COMMENCEMENT
 P.O.B. POINT OF BEGINNING
 R.O.W. RIGHT OF WAY
NOTES
 SEE SHEET 2 OF 10

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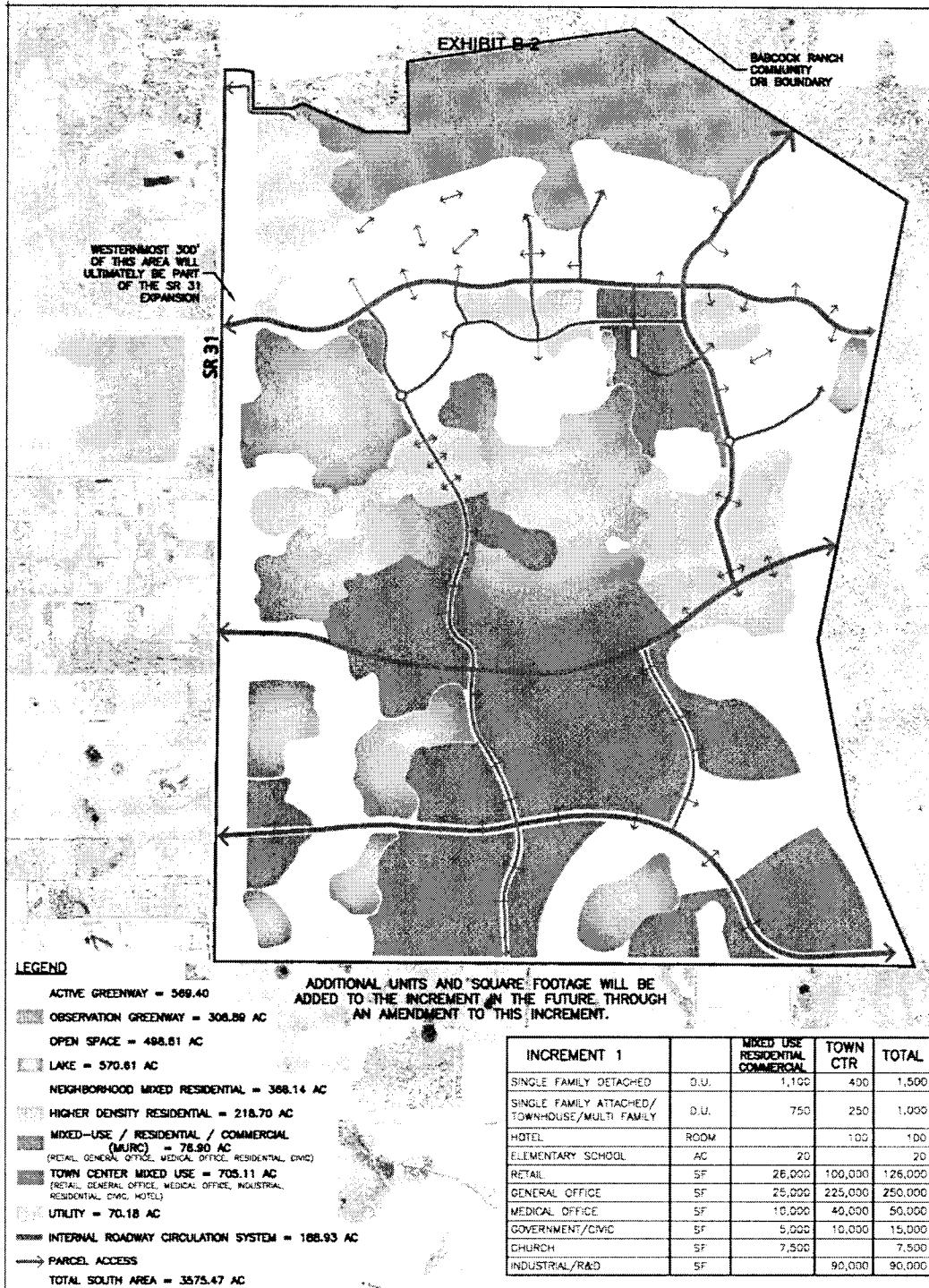


BABCOCK RANCH COMMUNITY MAP H INCREMENT 1 MASTER DEVELOPMENT PLAN



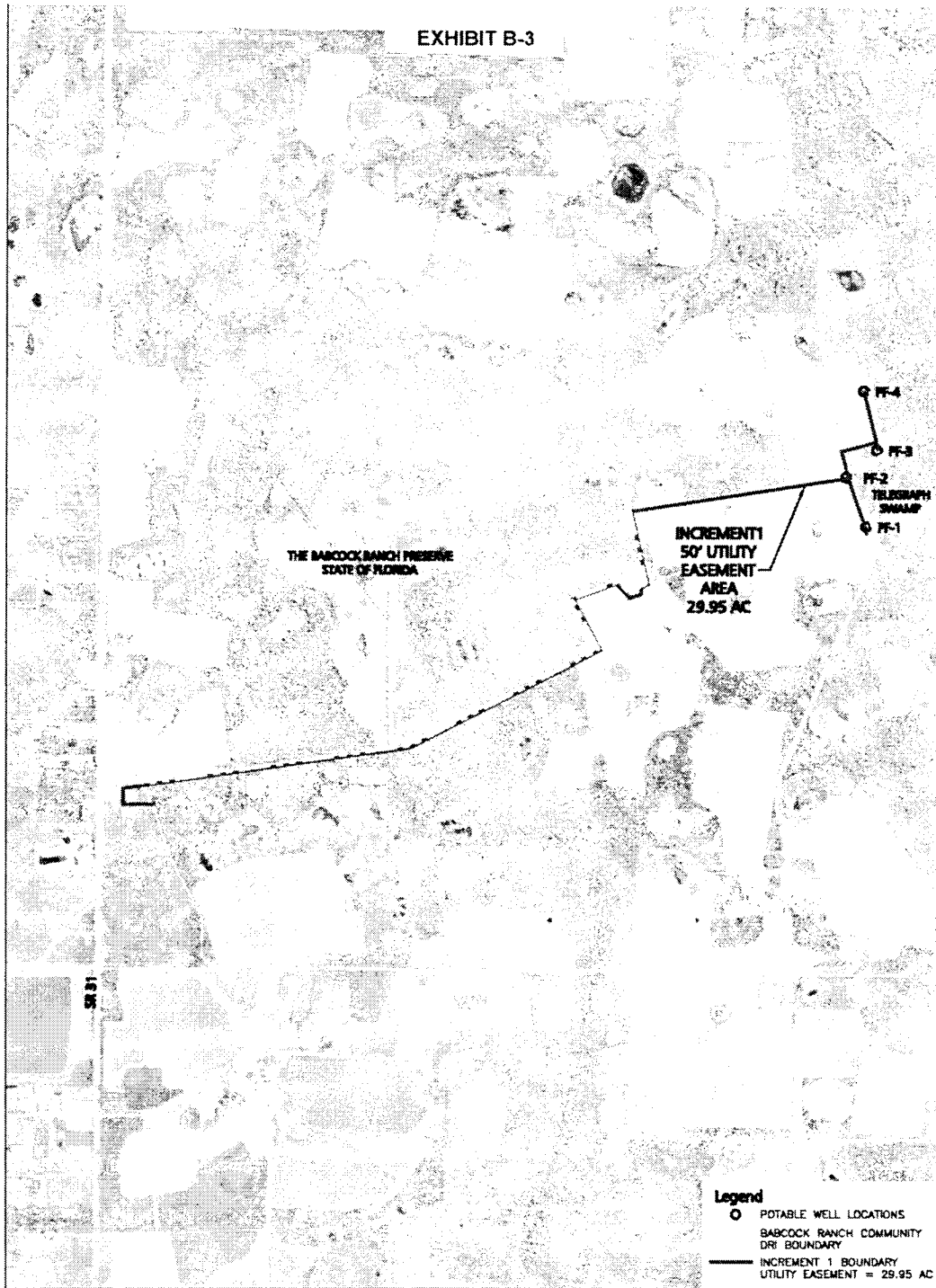
FEBRUARY 2013





BABCOCK RANCH COMMUNITY

MAP H-1 INCREMENT 1 SOUTH AREA MASTER DEVELOPMENT PLAN



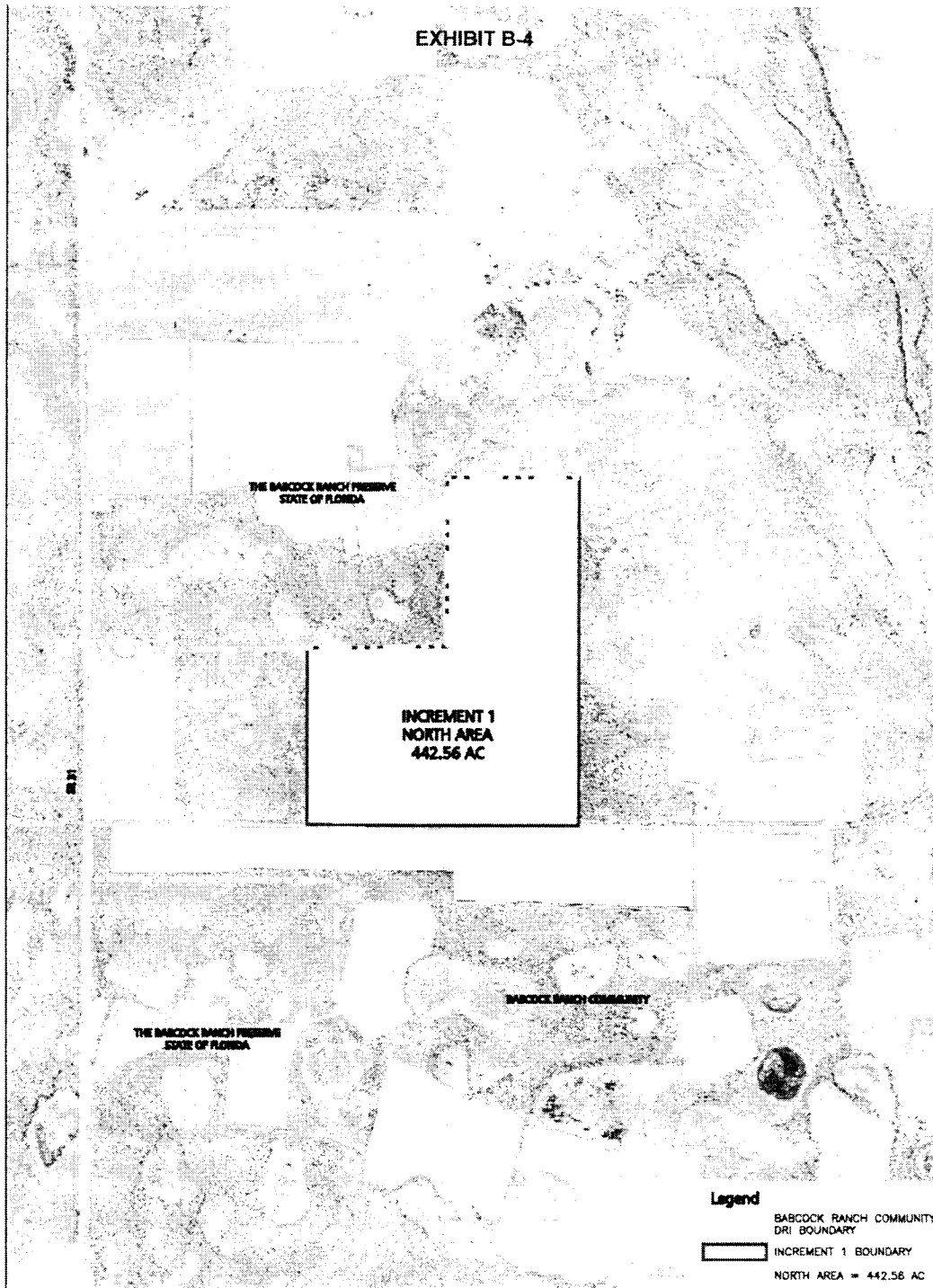
BABCOCK RANCH COMMUNITY

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



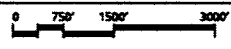
FEBRUARY 2013





BABCOCK RANCH COMMUNITY

MAP H-3 INCREMENT 1 NORTH AREA MASTER DEVELOPMENT PLAN



FEBRUARY 2013



EXHIBIT B-5

FIXED AND VARIABLE DEVELOPMENT CRITERIA FOR BABCOCK RANCH COMMUNITY INCREMENT 1

FIXED DEVELOPMENT CRITERIA

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

VARIABLE DEVELOPMENT CRITERIA

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

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

AUGUST 2013



EXHIBIT C

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

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

NOTE:

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

EXHIBIT D

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

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

Notes to Exhibit D:

- *1 This Exhibit D, as it relates to Increment 1, updates Exhibit D to the MDO.
- *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

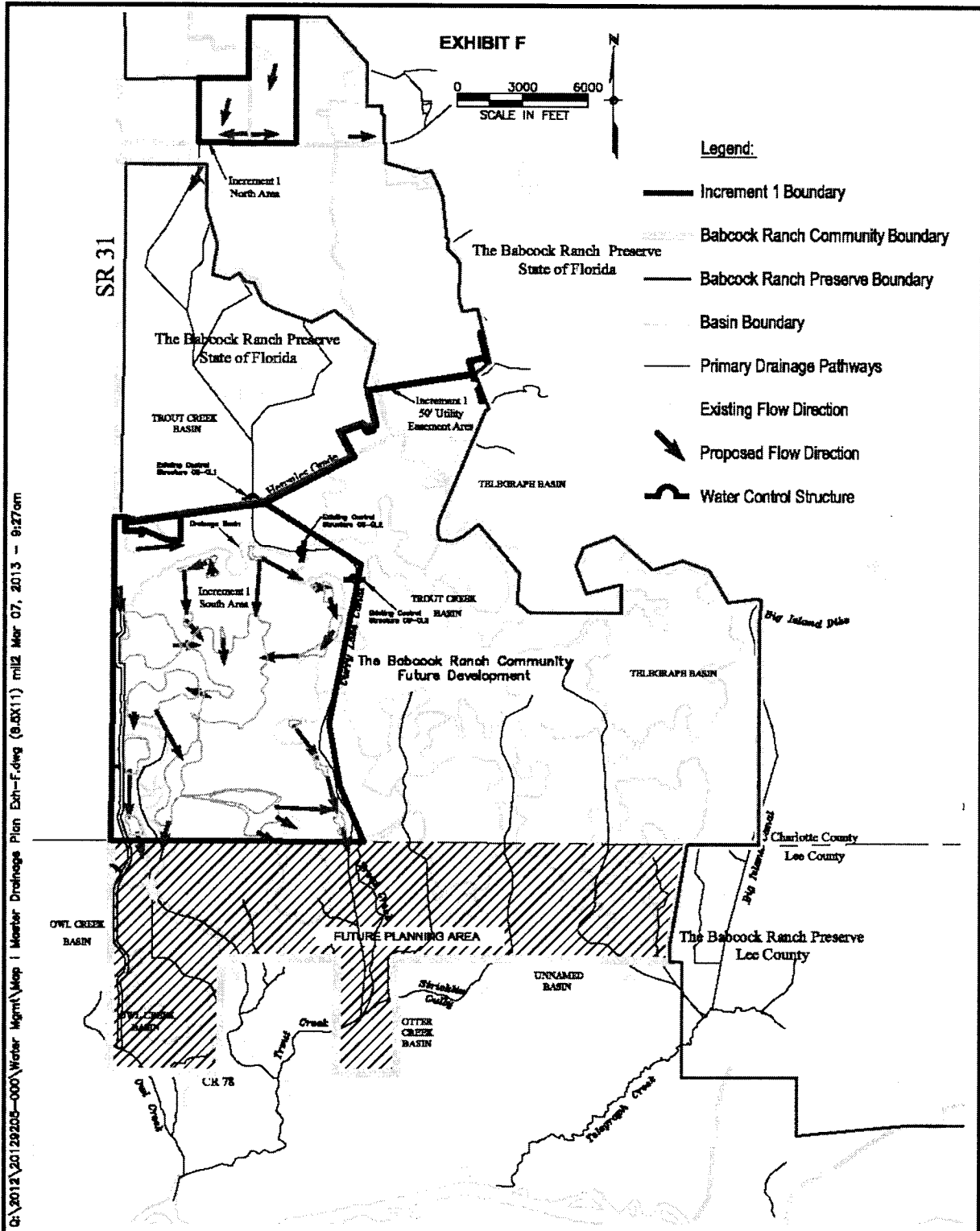
LAND USE	AMOUNT/SIZE	Phase I	Phase II
Residential	2,500 units	1000 units	1,500 units
Retail	126,000 square feet	50,000 square feet	76,000 square feet
General Office	250,000 square feet	150,000 square feet	100,000 square feet
Medical Office	50,000 square feet	0 square feet	50,000 square feet
Industrial	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.

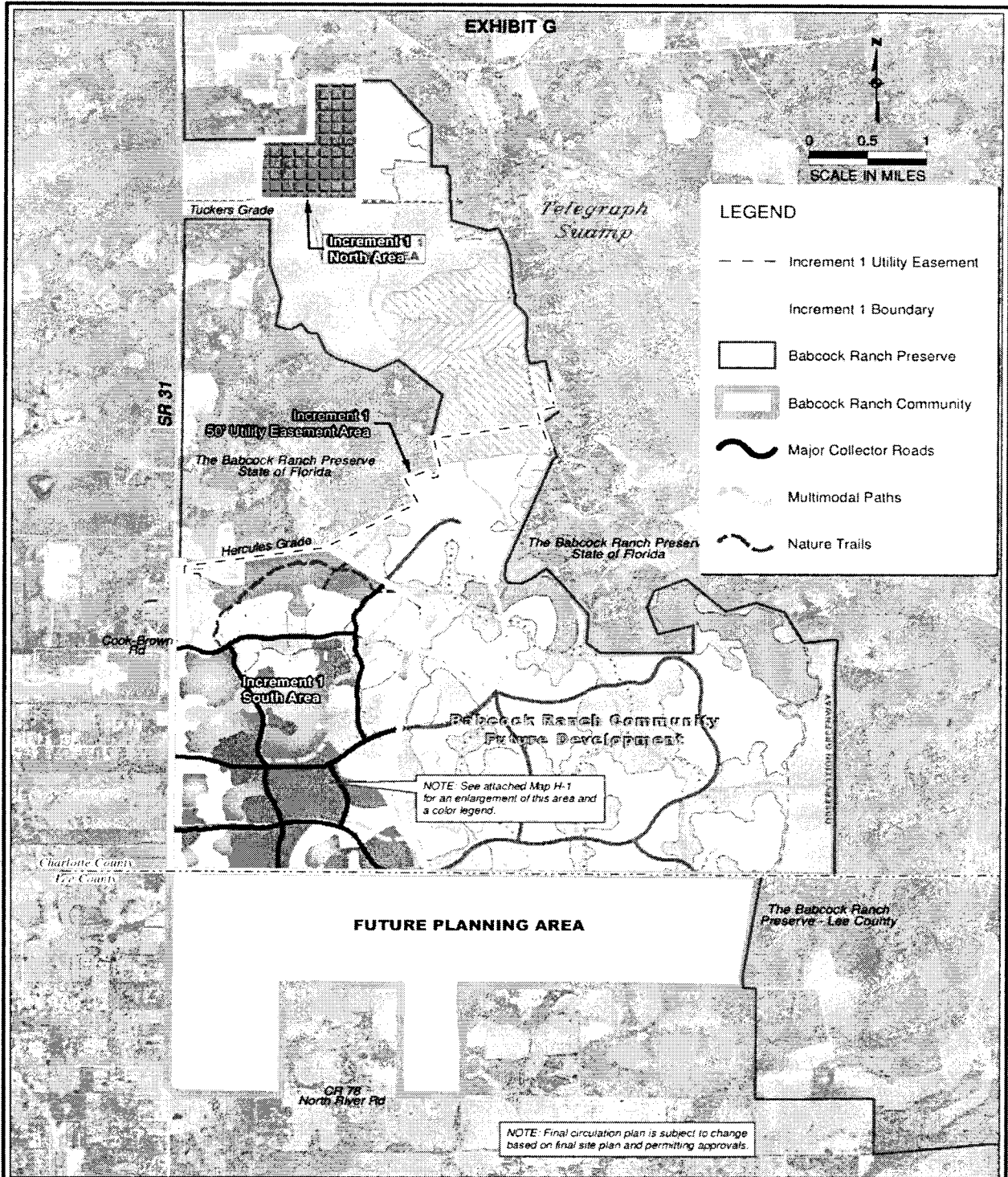


G:\2012\20129205-000\Water Mgmt\Map 1 Master Drainage Plan Exh-F.dwg (8.8X11) m12 Mar 07, 2013 - 9:27am

JOHNSON
ENGINEERING

2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0048
FAX (239) 334-3981
E.B. #842 & L.B. #842

Increment 1 Proposed Master Drainage Plan				
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
January 2013	20129206	00-00-00	As Shown	Exh F



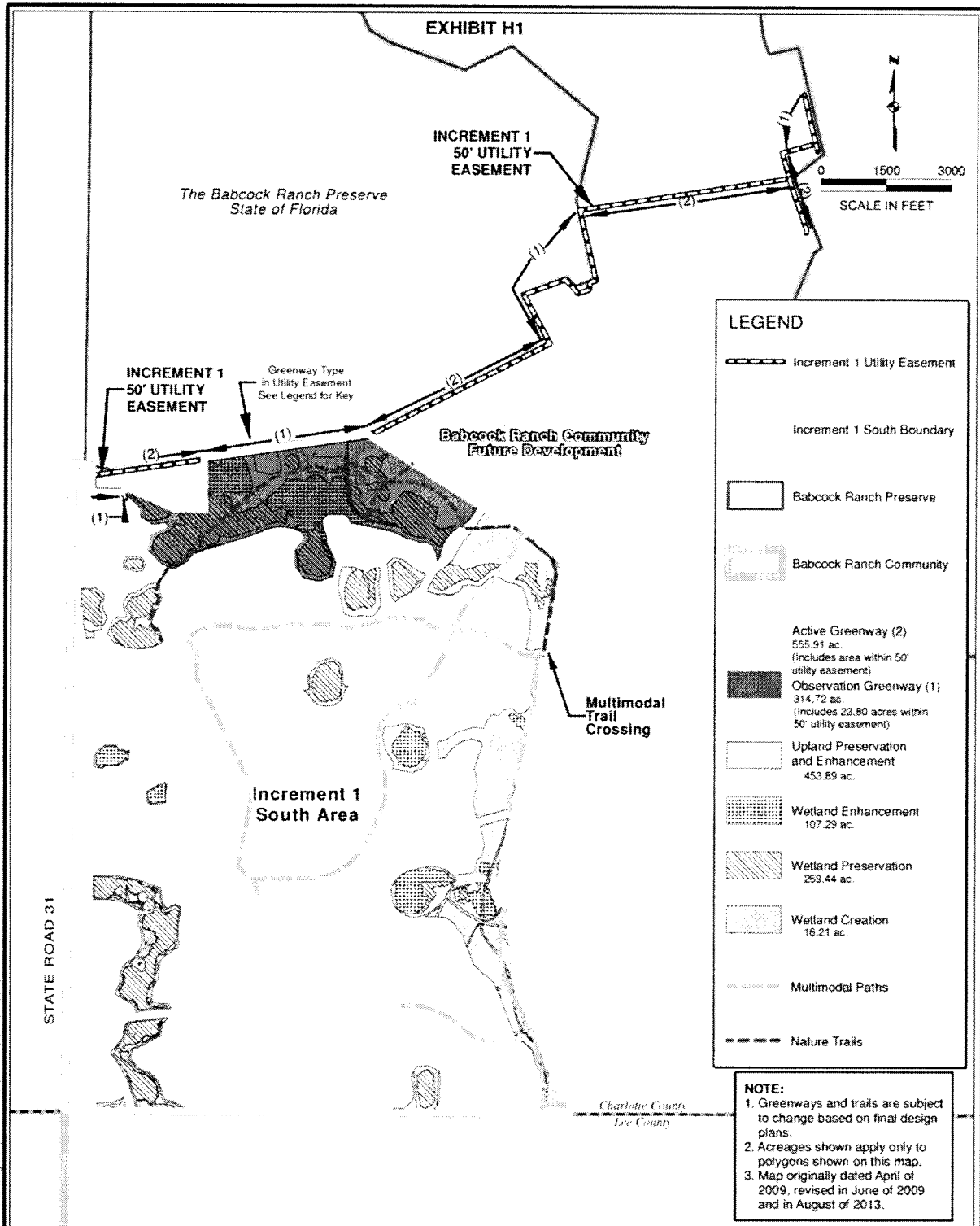
Q:\2012\20129205-000-ArcGIS\Exhibit G - PrimaryTrams.mxd



2122 JOHNSON STREET
 P.O. BOX 1550
 30426 WYOMING, ALABAMA 35921-1550
 PHONE: 205-224-2045
 FAX: 205-224-1662
 TOLL FREE: 1-800-664-6641

**Increment 1
 Master Internal Circulation Plan**

DATE	PROJECT	FILE NO.	SCALE	SHEET
Aug 2013	20129205-00		As Shown	2 of 3



LEGEND

- Increment 1 Utility Easement
- Increment 1 South Boundary
- Babcock Ranch Preserve
- Babcock Ranch Community
- Active Greenway (2)
555.91 ac.
(Includes area within 50' utility easement)
- Observation Greenway (1)
314.72 ac.
(Includes 23.80 acres within 50' utility easement)
- Upland Preservation and Enhancement
453.89 ac.
- Wetland Enhancement
107.29 ac.
- Wetland Preservation
269.44 ac.
- Wetland Creation
16.21 ac.
- Multimodal Paths
- Nature Trails

NOTE:
 1. Greenways and trails are subject to change based on final design plans.
 2. Acreages shown apply only to polygons shown on this map.
 3. Map originally dated April of 2009, revised in June of 2009 and in August of 2013.

JOHNSON ENGINEERING

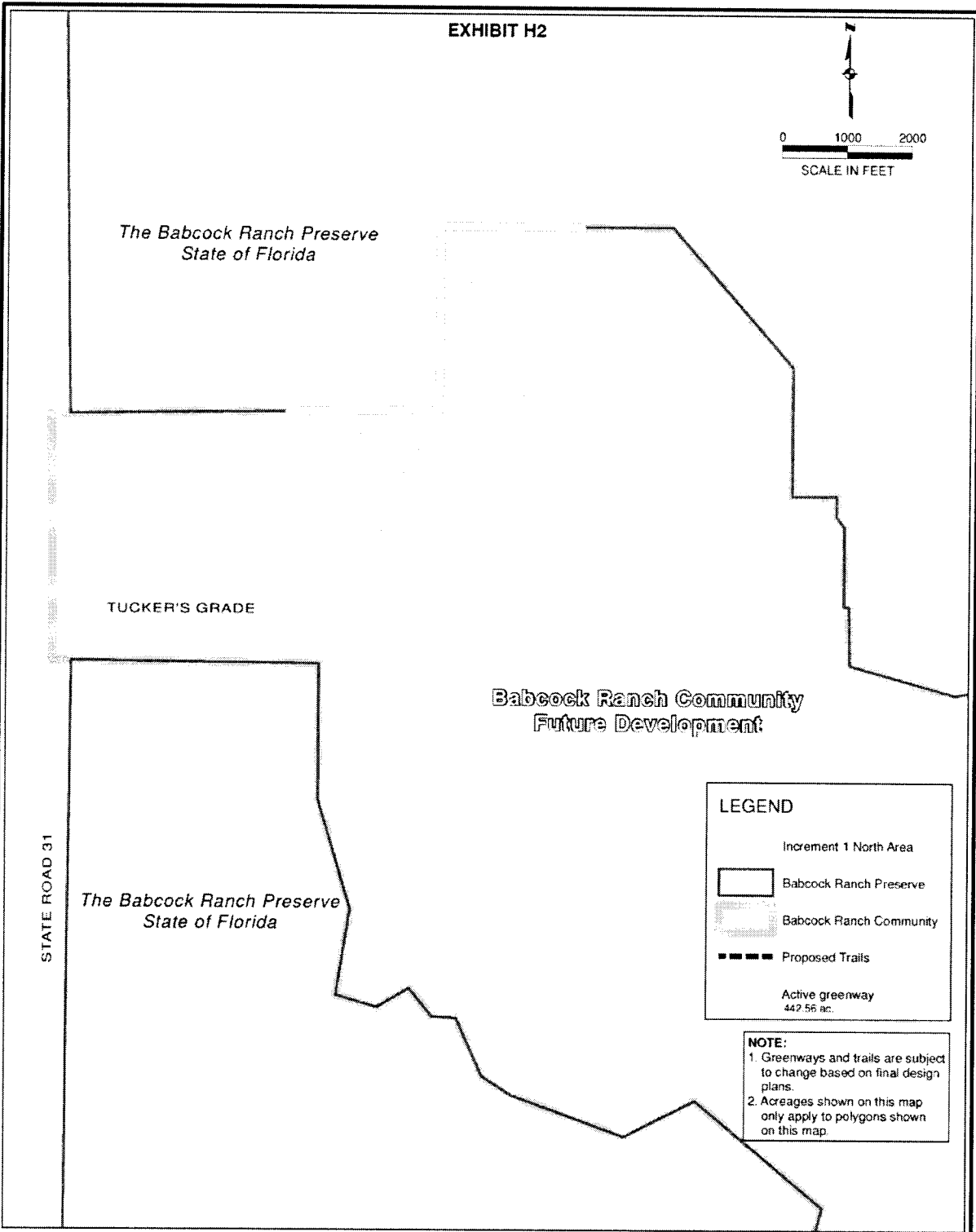
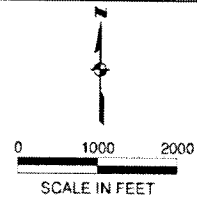
3100 JOHNSON STREET
 FORT MYER, FL 34901
 PHONE: (813) 734-1100
 FAX: (813) 734-0199
 WWW.JOHNSON-ENG.COM

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

DATE	PROJECT	DRAWING NO.	DRAWN	CHECKED
AUG 2013	21390017-01	---	AS SHOWN	EXHIBIT H1

G:\2013\21390017-001\Drawings\Map\H1\JohnsonAndEng.dwg: PLOT: mxd

EXHIBIT H2



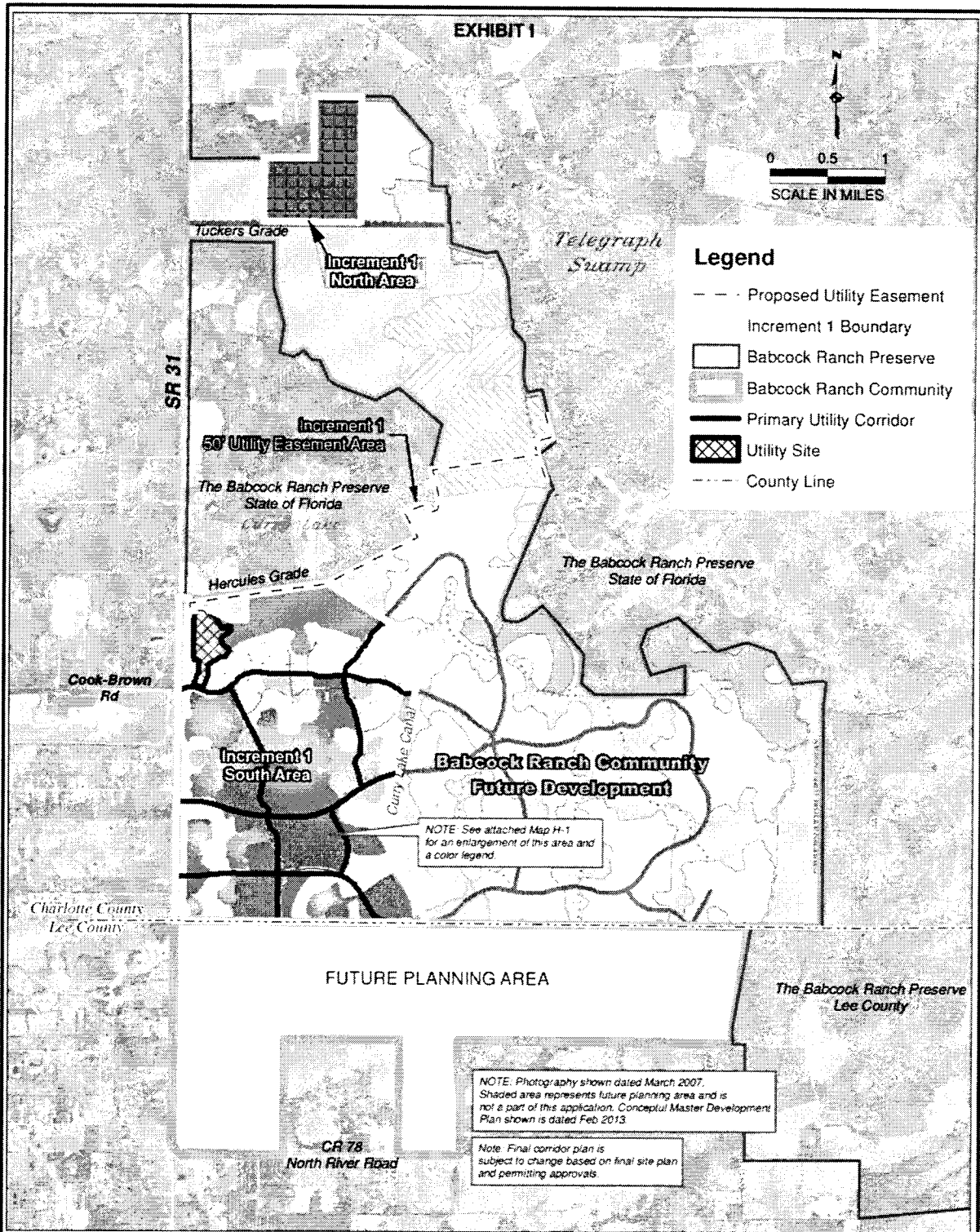
V:\rms01\proj\p0120066201-0501\Env\AMDA_DRIT\Drawg\8.5x11\Map_H2_GreenwaysAndTrails_8.5x11.mxd

JOHNSON
ENGINEERING

2120 JOHNSON STREET
P.O. BOX 1000
FORT MYERS, FLORIDA 33902-1000
PHONE (239) 334-0044
FAX (239) 334-3881
C.E. #642 & L.P. #642

Increment 1 North Area
Primary Greenway Map and Trails Plan

DATE	PROJECT	FILE NO.	SHEET	SHEET
Aug 2013	2005A201	--	As Shown	EXHIBIT H2



C:\2012\20129205_000\ArcGIS\SE\Exhibit 1 - Prim Utility Corridor Plan.mxd

	11011 JOHNSON STREET SUITE 101 BOYD WALK, FLORIDA 33411-1101 PHONE: (561) 774-1044 FAX: (561) 774-5557 E-MAIL: JES@JOHNSON-ENG.COM	Increment 1 Primary Utility Corridor Plan		DATE Aug 21'13	PROJECT 20129205	FILE NO. ---	DRAWN A. J. ...	SHEET 001
	Note: Final corridor plan is subject to change based on final site plan and permitting approvals.							

Exhibit J Page 1 of 3
 Charlotte-Mecklenburg Schools
 2013-2014 School Year
 Instructional Staff Compensation Schedule
 Schedule of Compensation Rates
 Instructional Staff Compensation Schedule
 Charlotte-Mecklenburg Schools
 2013-2014 School Year
 Instructional Staff Compensation Schedule
 Schedule of Compensation Rates

Grade	Step	Rate
K-1	1	\$18,000
	2	\$18,500
	3	\$19,000
	4	\$19,500
	5	\$20,000
	6	\$20,500
	7	\$21,000
	8	\$21,500
	9	\$22,000
	10	\$22,500
	11	\$23,000
	12	\$23,500
	13	\$24,000
2-3	1	\$24,500
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	8	\$232,000

EXHIBIT J (Page 2 of 3)
 BARCOON RANCH COMMUNITY - INCUBWENT 1, Phase 1
 PLANNED DEVELOPMENT TO BE SUBMITTED TO THE BOARD OF SUPERVISORS WITH THE ENVIRONMENTAL CAPTURE
 APPLICATION FOR A MINERAL RIGHTS INTEREST
 LEE HENSON COUNTY

Block	Section	Area	Acres	Owner	Address	City	County	State	Zip	Phone	Fax	Notes
1	1	1	1.00
2	2	2	2.00
3	3	3	3.00
4	4	4	4.00
5	5	5	5.00
6	6	6	6.00
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8	8	8	8.00
9	9	9	9.00
10	10	10	10.00
11	11	11	11.00
12	12	12	12.00
13	13	13	13.00
14	14	14	14.00
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16	16	16	16.00
17	17	17	17.00
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19	19	19	19.00
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21	21	21	21.00
22	22	22	22.00
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90	90	90	90.00
91	91	91	91.00
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96	96	96	96.00
97	97	97	97.00
98	98	98	98.00
99	99	99	99.00
100	100	100	100.00

EXHIBIT L

*CLG
ACC # 14*

RESOLUTION
NUMBER 2010 - 112

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

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

RECITALS

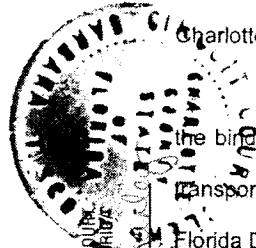
WHEREAS, on December 13, 2007, the Board of County Commissioners of Charlotte County, Florida, passed and approved Resolution 2007-196, constituting the Master Development Order for a development known as Babcock Ranch Community; and

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

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

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

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



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

IMAGED
12-21-10
AP

58
★
Mina

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:

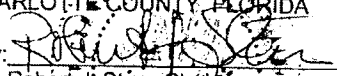
1. The attached "Babcock Ranch Community Increment 1 – Phase 1 Master Roadway Improvement Agreement" is added to the Increment 1 Development Order as Exhibit L, replacing the original Exhibit L.
2. The amendment incorporated herein does not constitute a substantial deviation of the Increment 1 Development 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,

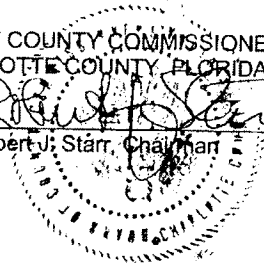
EXHIBIT L

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

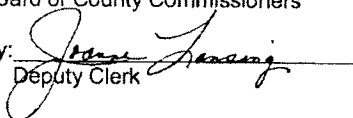
PASSED AND DULY ADOPTED this 14th day of December, 2010.

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:

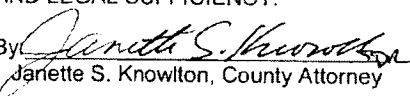
By: 
Jariette S. Knowlton, County Attorney

EXHIBIT L

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

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

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

A. FACTUAL BASIS

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

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Exhibit E of IDO-1 for Phase 1 transportation conditions as shown in Attachment B); and

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

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

B. ROADWAY IMPROVEMENT PHASES

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

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

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

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

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

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under eminent domain. Any other interest owned by the Developer and needed for the transportation facility may be utilized by FDOT at its option under a separate agreement with the Developer.

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

C. GENERAL TERMS

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

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

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undertake the obligation(s). An authorized representative of the Entity must provide written consent to undertake the obligation(s).

c. FDOT has provided written consent to the transfer and/or assignment upon verification of the Entity's legal capacity and financial ability and written consent to undertake the obligation(s). Upon verification of these items by FDOT, such written consent will not be unreasonably withheld.

10. DEVELOPER'S OBLIGATIONS. Any transfer and/or assignment(s) shall not relieve Developer of its obligations under this Master Agreement and/or Sub-agreement(s), unless specifically agreed by the parties in writing.

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

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themselves of any legal or administrative remedies available to them at law or in equity in the courts in the State of Florida.

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

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received written notice specifying the nature of such failure and said party fails to cure same within ten (10) business days of receipt of such written notice or, if such failure cannot be cured within ten (10) business days, said party fails to commence curing same within ten (10) business days of receipt of such written notice.

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

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D. ATTACHMENTS

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

ATTACHMENTS

Attachment A: Increment 1 Legal Description..... 1, 15

Attachment B: Increment 1- Phase 1 Transportation Conditions and Related Attachment 2, 16

Attachment C: Drainage Easement Agreement Provisions for Any Joint Use Ponds..... 4, 17

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FLORIDA DEPARTMENT OF TRANSPORTATION

SIGNED AND ACKNOWLEDGED IN THE
PRESENCE OF:

WITNESS #1

Nancy J. Pleyer 2/18/10
SIGN HERE DATE

WITNESS #2

Melanie A. Bridgford 2/18/10
SIGN HERE DATE

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

BY Stanley M. Gann
FOR STANLEY M. GANN,
DISTRICT SECRETARY,
FLORIDA DEPARTMENT OF
TRANSPORTATION,
DISTRICT ONE

2/18/10
DATE

FDOT DEPARTMENTS REVIEWED & APPROVED BY:

Marlon J. Bizerra 02/19/10
PD&E/MARLON BIZERRA DATE

Bernie Masing 2-17-10
DESIGN/BERNIE MASING DATE

Tom Small 2-17-10
RIGHT OF WAY/TOM SMALL DATE

Jon Sands 02/18/10
CONSTRUCTION/JON SANDS DATE

Sharon Harris 2/18/10
MAINTENANCE/SHARON HARRIS DATE

FDOT LEGAL REVIEW:

Anjant Givver 02/18/10
DATE

STATE OF FLORIDA)
COUNTY OF Polk) ss.

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

(Notary Seal)

Geraldynne McCants
Signature of Notary Public

Geraldynne McCants
Print Name

My commission expires on 5/3/2011

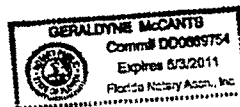


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ATTACHMENT A
Increment 1 Legal Description

(After Attachment C)

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ATTACHMENT B

Increment 1- Phase 1 Transportation Conditions and Related Attachments

(After Attachment C)

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Attachment C

Drainage Easement Agreement Provisions for Any Joint Use Ponds

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

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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.

EXHIBIT L

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

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

EXHIBIT L

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

surface and ground waters.

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

EXHIBIT L

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

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

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

EXHIBIT L

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

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

<p>TO DEVELOPER DEVELOPER Address Phone # Email</p>	<p>TO FDOT FDOT Address Phone # Email</p>
--	--

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

EXHIBIT L

ATTACHMENT "A"
[LEGAL DESCRIPTIONS]

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

EXHIBIT L

EXHIBIT A-1, Page 1 of 2

Drawing Number: FA 10100001 (Survey) (Subarea) (60) 00834LGL01.dwg Layout Name: SHEET 1 - Parcel by Facebook, CHH - Date: 12/17/2008 - 8:37 AM	<p>LEGAL DESCRIPTION:</p> <p>BEING A PARCEL OF LAND LYING OVER A PORTION OF SECTIONS 29, 31, AND 32, TOWNSHIP 41 SOUTH, RANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31; PROCEED NORTH 00°48'42" WEST, ALONG THE WEST LINE OF SAID SECTION 31, A DISTANCE OF 2975.54 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE NORTH LINE OF THAT CERTAIN "LESS & EXCEPT PARCEL" AS DESCRIBED IN OFFICIAL RECORDS BOOK 3011, PAGE 2078, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA; THENCE NORTH 89°11'17" EAST, DEPARTING SAID WEST LINE, AND ALONG SAID WESTERLY EXTENSION, A DISTANCE OF 349.99 FEET TO THE NORTHWEST CORNER OF SAID "LESS & EXCEPT PARCEL"; THENCE CONTINUE NORTH 89°11'17" EAST, ALONG THE NORTH LINE OF SAID "LESS & EXCEPT PARCEL", A DISTANCE OF 3,349.91 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°11'17" EAST, ALONG THE NORTH LINE OF SAID "LESS & EXCEPT PARCEL", A DISTANCE OF 2,311.08 FEET TO A POINT ON THE WEST LINE OF SAID "LESS & EXCEPT PARCEL"; THENCE NORTH 00°00'03" WEST, DEPARTING SAID NORTH LINE, AND ALONG SAID WEST LINE, A DISTANCE OF 2,799.32 FEET TO A POINT ON THE NORTH LINE OF SAID "LESS & EXCEPT PARCEL"; THENCE NORTH 89°59'57" EAST, DEPARTING SAID WEST LINE, AND ALONG SAID NORTH LINE, A DISTANCE OF 2,166.96 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.</p> <p>SAID PARCEL CONTAINING 442.56 ACRES, MORE OR LESS.</p> <p>SURVEYOR'S NOTES:</p> <p>THE BEARINGS AND DISTANCES SHOWN ON THIS SKETCH AND DESCRIPTION ARE "GRID" AND BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION, FLORIDA WEST ZONE, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT.</p> <p>BEARING BASE:</p> <p>THE WEST LINE OF SECTION 31, TOWNSHIP 41 SOUTH, RANGE 26 EAST, IS TAKEN TO BEAR NORTH 00°48'42" WEST, AND ALL OTHER BEARINGS SHOWN HEREON, ARE RELATIVE THERETO.</p> <p>LEGEND:</p> <p>O.R.B. = OFFICIAL RECORDS BOOK</p> <p>⊕ = SECTION CORNER</p> <p>© 2009 Boyle Engineering THIS IS NOT A SURVEY</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;"> <p>SURVEYOR AND MAPPER'S SIGNATURE</p> <p>1. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.</p> <p>2. NO SEARCH/OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.</p> <p><i>(Signature)</i></p> <p>CLINTON H. KNOBLOCH, PROFESSIONAL SURVEYOR & MAPPER STATE OF FLORIDA NO. 9053</p> </td> <td style="width: 50%; padding: 2px;"> <p>PROJECT NAME:</p> <p>SKETCH AND DESCRIPTION FOR: INCREMENT I - NORTH PARCEL</p> </td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse; font-size: 8px;"> <tr> <td style="width: 30%; padding: 2px;"> <p>BOYLE ENGINEERING</p> <p>3500 S.W. Corporate Parkway Palm City, Florida 34980 T 772.286.3823 F 772.286.3825 BPR & FBPE License No's 2006 & LB 7822 www.boyle.com</p> </td> <td style="width: 20%; padding: 2px;"> <p>Scale: N/A</p> <p>Sheet 1 OF 2</p> <p>Computed: CHK</p> <p>Checked: CHK</p> </td> <td style="width: 50%; padding: 2px;"> <p>REVISIONS:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Field Book: N/A</td> <td style="width: 25%;">Page: N/A</td> <td style="width: 25%;">Field: N/A</td> <td style="width: 25%;"></td> </tr> <tr> <td>Date: 11/23/09</td> <td>FILE NO. 60100834LGL01</td> <td>Project No. 60100834</td> <td></td> </tr> </table> </td> </tr> </table>	<p>SURVEYOR AND MAPPER'S SIGNATURE</p> <p>1. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.</p> <p>2. 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Field Book: N/A	Page: N/A	Field: N/A												
Date: 11/23/09	FILE NO. 60100834LGL01	Project No. 60100834												

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

LOCATION MAP
0 10000 20000
1"=20000'

NOTES:

1. BEARINGS, DISTANCES AND AREAS ARE BASED ON GRID VALUES.
2. BEARING REFERENCE: STATE PLATS, FLORIDA WEST ZONE, NAD 83(98) WHEREIN WEST LINE OF THE CORNER QUARTER (NW-1/4) OF SECTION 31, TOWNSHIP 42 SOUTH, RANGE 26 EAST BEARS SOUTH 00° 38' 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. BRP = BOUNDARY REFINING
6. BRP = BABCOCK RANCH PRESERVE
7. PARCEL CONTAINS 2,583.52 ACRES MORE OR LESS
8. DESCRIPTION ATTACHED.

THIS IS NOT A SURVEY

Michael M. Johnson
MICHAEL M. JOHNSON (FOR FILE #19-11-26)
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.

**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 1530
PORT CHARLOTTE, FLORIDA 33902-1530
PHONE (337) 332-3161
FAX (337) 332-3161
E.B. #42 & L.B. #42

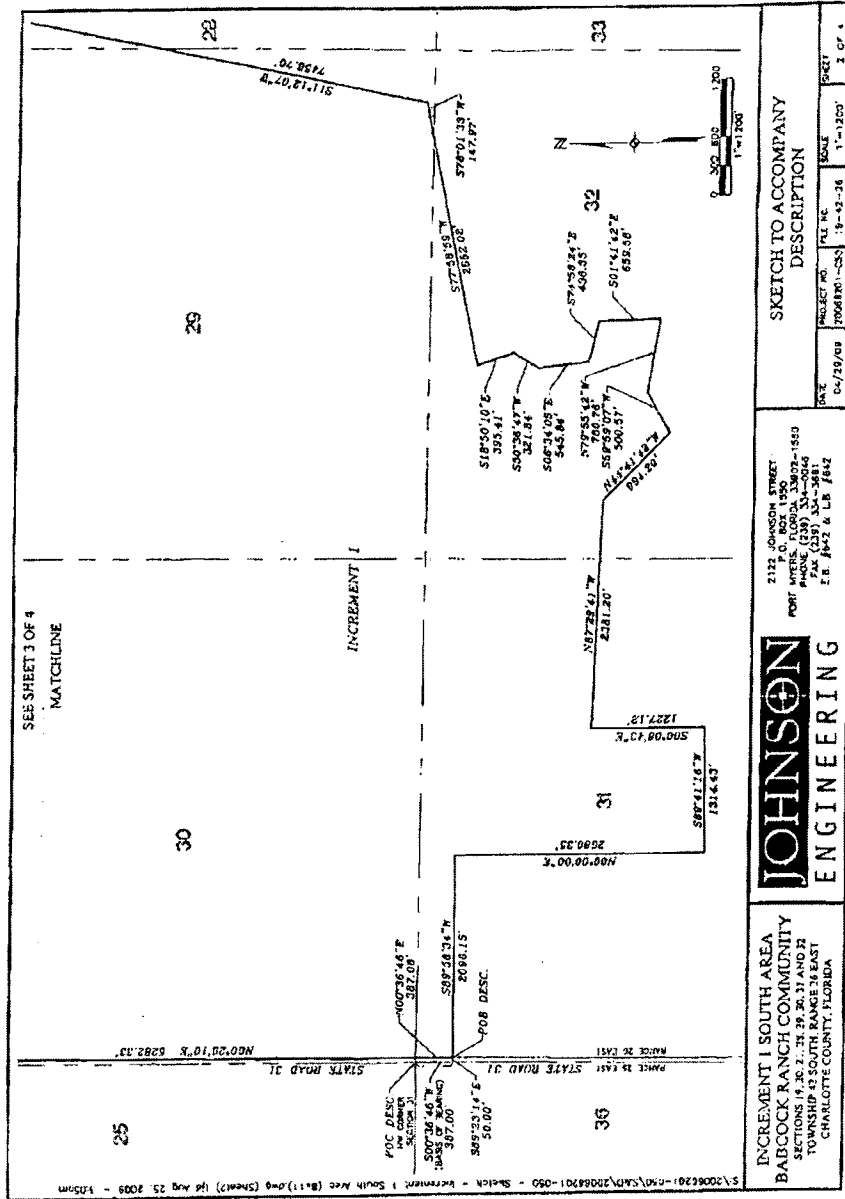
SKETCH TO ACCOMPANY DESCRIPTION

DATE	04/28/09	PROJECT NO.	19-11-26	SCALE	AS SHOWN	SHEET	1 OF 4
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EXHIBIT L

Exhibit A-2

Page 2 of 4

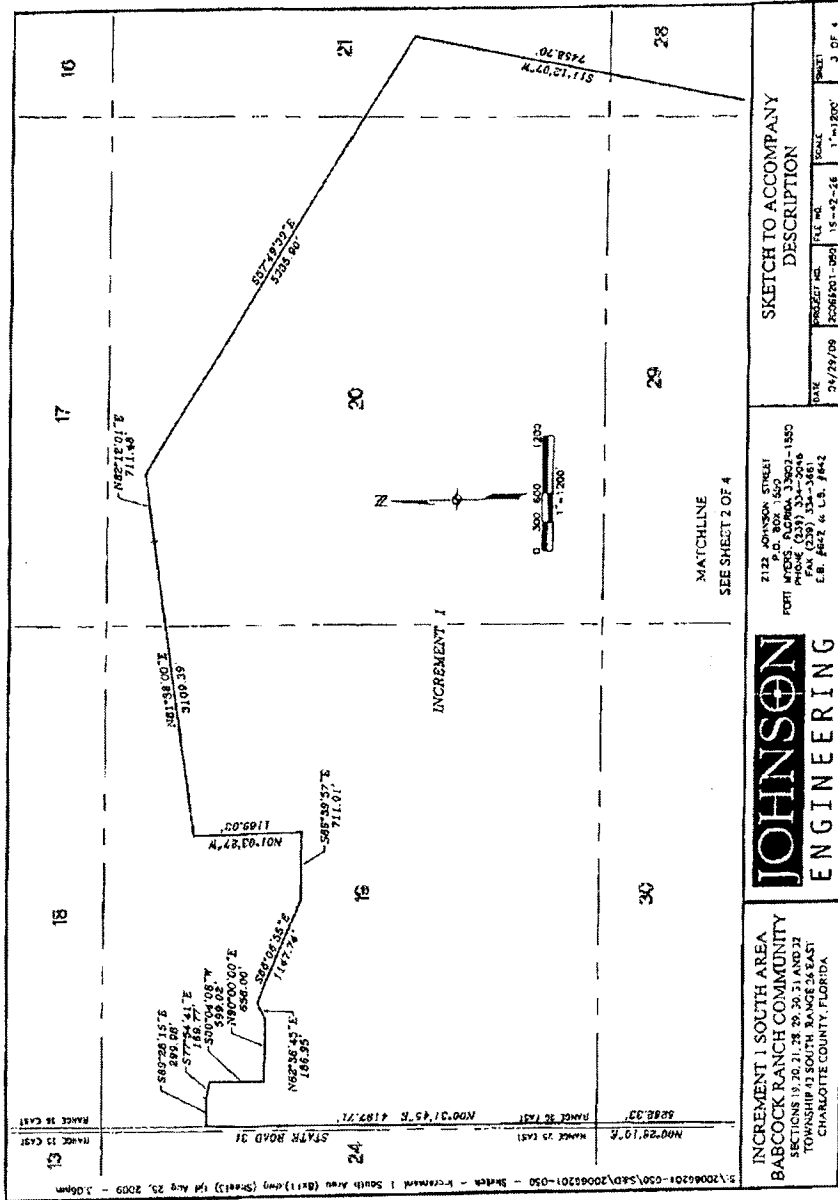


JOHNSON ENGINEERING 2122 JOHNSON STREET PORT WORTH, FLORIDA 33052-1553 PHONE (352) 333-3881 FAX (352) 333-3881 E.B. #652 & L.B. #642		SKETCH TO ACCOMPANY DESCRIPTION	
DATE	02/28/08	PROJECT NO.	2008001-035
SCALE	1" = 1250'	FILE NO.	19-42-26
SHEET	1 OF 4		

EXHIBIT L

Exhibit A-2

Page 3 of 4



JOHNSON
ENGINEERING

INCREMENT 1 SOUTH AREA
BARCOCK RANCH COMMUNITY
SECTIONS 13, 20, 21, 28, 29, 30, 31 AND 32
TOWNSHIP 13 SOUTH RANGE 36 EAST
CHARLOTTE COUNTY, FLORIDA

SKETCH TO ACCOMPANY DESCRIPTION

2122 JOHNSON STREET
P.O. BOX 3500
FORT MITCHELL, ALABAMA 36002-1550
PHONE (334) 334-3444
FAX (334) 334-3441
E.B. #422 & L.B. #442

DATE: 2/4/2009
PROJECT NO.: 2008001-000
SCALE: 1"=1200'
SHEET: 3 OF 4

EXHIBIT L

Exhibit A-2

Page 4 of 4

DESCRIPTION

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

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

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 31 RUN SOUTH 00°36'48" WEST ALONG THE WEST LINE OF NORTHWEST QUARTER (NW-1/4) OF SAID SECTION 31 FOR 387.00 FEET; THENCE RUN SOUTH 89°23'14" EAST DEPARTING SAID LINE FOR 50.00 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 31 AND THE POINT OF BEGINNING;
 FROM SAID POINT OF BEGINNING RUN THE FOLLOWING THREE (3) BEARINGS AND DISTANCES ALONG SAID RIGHT-OF-WAY LINE: NORTH 00°26'46" 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°28'13" EAST DEPARTING SAID RIGHT-OF-WAY LINE FOR 299.98 FEET; THENCE RUN SOUTH 77°54'41" EAST FOR 189.77 FEET; THENCE RUN SOUTH 00°04'08" WEST FOR 598.02 FEET; THENCE RUN NORTH 80°00'00" EAST FOR 638.00 FEET; THENCE RUN NORTH 62°35'45" EAST FOR 188.95 FEET; THENCE RUN SOUTH 88°06'55" EAST FOR 1,147.74 FEET; THENCE RUN SOUTH 89°36'57" EAST FOR 711.0; FEET; THENCE RUN NORTH 0°02'27" WEST FOR 1,189.03 FEET; THENCE RUN NORTH 82°2'01" EAST FOR 1,108.39 FEET; THENCE RUN NORTH 87°2'01" EAST FOR 711.48 FEET; THENCE RUN SOUTH 77°58'59" EAST FOR 5,335.50 FEET; THENCE RUN SOUTH 11°12'07" WEST FOR 7,486.70 FEET; THENCE RUN SOUTH 78°01'33" WEST FOR 147.97 FEET; THENCE RUN SOUTH 08°34'05" WEST FOR 2,652.02 FEET; THENCE RUN SOUTH 18°50'10" EAST FOR 395.41 FEET; THENCE RUN SOUTH 30°35'47" WEST FOR 321.84 FEET; THENCE RUN SOUTH 08°34'05" WEST FOR 545.84 FEET; THENCE RUN SOUTH 74°58'24" EAST FOR 436.35 FEET; THENCE RUN SOUTH 01°45'42" EAST FOR 899.98 FEET; THENCE RUN NORTH 79°55'42" WEST FOR 780.76 FEET; THENCE RUN SOUTH 98°59'07" WEST FOR 500.57 FEET; THENCE RUN NORTH 46°14'22" WEST FOR 854.20 FEET; THENCE RUN NORTH 87°29'41" WEST FOR 2,381.20 FEET; THENCE RUN SOUTH 00°06'43" EAST FOR 1,227.2 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 2,583.82 ACRES, MORE OR LESS.

BEARINGS, DISTANCES AND AREAS ARE BASED ON GRID VALUES. BEARING REFERENCE: STATE PLANE COORDINATES, FLORIDA WEST ZONE, NAD 83 (95) 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

212 JOHNSON STREET
 FORT WORTH, FLORIDA 33602-1356
 PHONE: (335) 334-0044
 FAX: (335) 334-0044
 E.B. #122 & L.B. #147

DESCRIPTION

DATE: 01/23/09 PROJECT NO.: 2008F01-00C FILE NO.: 19-02-26 SCALE: AS SHOWN SHEET: 4 OF 4

S:\2008\20-090\5407\2008F01-00C - State - Increment 1 South Area (Bart) (dwg) (Sheet) 19 Aug 25, 2008 - 1:06pm

EXHIBIT L

Exhibit A-3

Page 1 of 10

P:\survey\070915\072118.00 BARCOCK RANCH\BARCOCK.dwg\ACAD-FINAL_LEGAL.dwg, 1/16/2009 9:01:18 AM, WTS01\KAR B&L

UTILITY EASEMENT
BARCOCK RANCH COMMUNITY
CHARLOTTE COUNTY, FLORIDA
LEGAL DESCRIPTION

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


COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 19, THENCE RUN N00°31'45"E ALONG THE WEST LINE OF SAID SECTION 19 FOR A DISTANCE OF 3565.42 FEET, THENCE DEPARTING FROM SAID WEST LINE RUN S89°28'15"E FOR A DISTANCE OF 521.48 FEET TO THE INTERSECTION OF THE SUBJECT 50.00 FOOT WIDE UTILITY EASEMENT AND THE POINT OF BEGINNING;

THENCE RUN N00°04'08"E FOR A DISTANCE OF 397.98 FEET; THENCE RUN N81°43'46"E FOR A DISTANCE OF 5726.50 FEET; THENCE RUN S07°53'13"E FOR A DISTANCE OF 10.07 FEET; THENCE RUN N81°38'00"E FOR A DISTANCE OF 652.98 FEET; THENCE RUN N62°44'52"E FOR A DISTANCE OF 4677.58 FEET; THENCE RUN N28°10'55"W FOR A DISTANCE OF 1284.13 FEET; THENCE RUN N69°50'20"E FOR A DISTANCE OF 1051.27 FEET; THENCE RUN S43°36'34"E FOR A DISTANCE OF 444.54 FEET; THENCE RUN N70°03'37"E FOR A DISTANCE OF 233.54 FEET; THENCE RUN N06°35'10"E FOR A DISTANCE OF 173.24 FEET; THENCE RUN N71°59'01"E FOR A DISTANCE OF 125.04 FEET; THENCE RUN N12°51'59"W FOR A DISTANCE OF 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°36'00"W FOR A DISTANCE OF 661.29 FEET;

(CONTINUE DESCRIPTION ON SHEET 2 OF 10)

* THIS IS NOT A SURVEY *

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



8811 Spinnery Drive
Fort Meade, Florida 32812
239.278.1992 • FAX 239.278.0972
E-MAIL: tkw@tkwinc.com
Geotechnical & Surveying
Survey License # 134

EXHIBIT L

Exhibit A-3

Page 2 of 10

UTILITY EASEMENT
BABCOCK RANCH COMMUNITY
CHARLOTTE COUNTY, FLORIDA

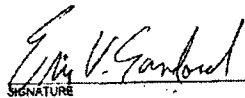
LEGAL DESCRIPTION

(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.

 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 *



5611 Manor Drive
 Fort Myers, Florida 33917
 239.278.1852 • FAX 239.978.0822
 E-MAIL: info@tkw.com
 Engineering Classification # 5752
 Survey LB # 734

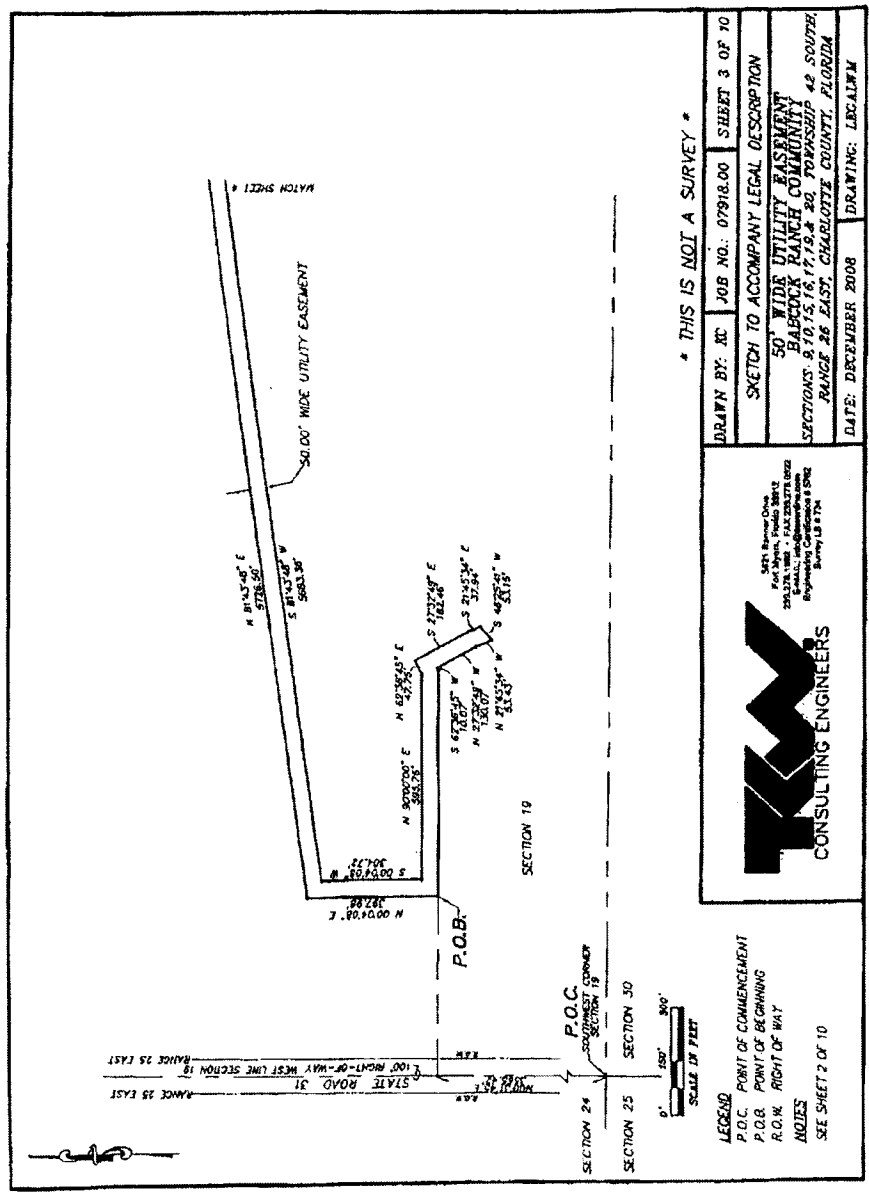
DRAWN BY: KC	JOB NO. 07918.00	SHEET 2 OF 10
LEGAL DESCRIPTION		
50' WIDE UTILITY EASEMENT BABCOCK RANCH COMMUNITY SECTIONS 9, 10, 15, 16, 17, 18, & 20, TOWNSHIP 42 SOUTH, RANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA		
DATE: DECEMBER 2008	DRAWING: LEGAL/FW	

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EXHIBIT L

Exhibit A-3

Page 3 of 10



* THIS IS NOT A SURVEY *

DRAWN BY: XC	JOB NO.: 07918.00	SHEET 3 OF 10
SKETCH TO ACCOMPANY LEGAL DESCRIPTION		
50' WIDE UTILITY EASEMENT		
BARBECUE RANCH COMMUNITY		
SECTIONS 9, 10, 15, 16, 17, 19, & 20, TOWNSHIP 43 SOUTH		
RANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA		
DATE: DECEMBER 2008	DRAWING: LOCALPW	

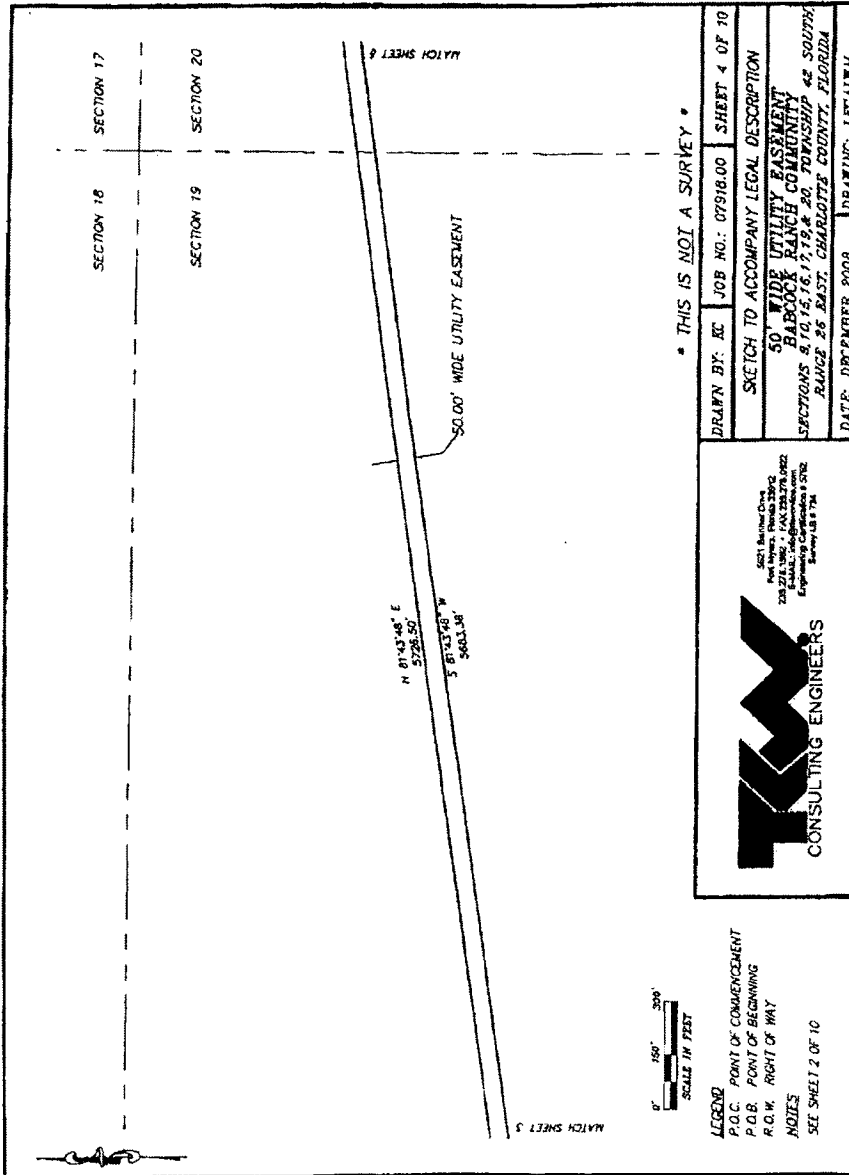


LEGEND
 P.O.C. POINT OF COMMENCEMENT
 P.O.B. POINT OF BEGINNING
 R.O.W. RIGHT OF WAY
 NOTES
 SEE SHEET 2 OF 10

EXHIBIT L

Exhibit A-3

Page 4 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
 BARBROCK RANCH COMMUNITY
 SECTIONS 8, 10, 15, 16, 17, 18, 19, 20, TOWNSHIP 42S, RANGE 25E EAST, CHARLOTTE COUNTY, FLORIDA

DATE: DECEMBER 2008 DRAWING: LFCALW

5021 North Oak
 Fort Myers, Florida 33912
 209 271 1000 • FAX 239 778 9822
 Engineering Corporation # 5742
 Survey License # 734

T&W
 CONSULTING ENGINEERS

EXHIBIT L

Exhibit A-3

Page 5 of 10

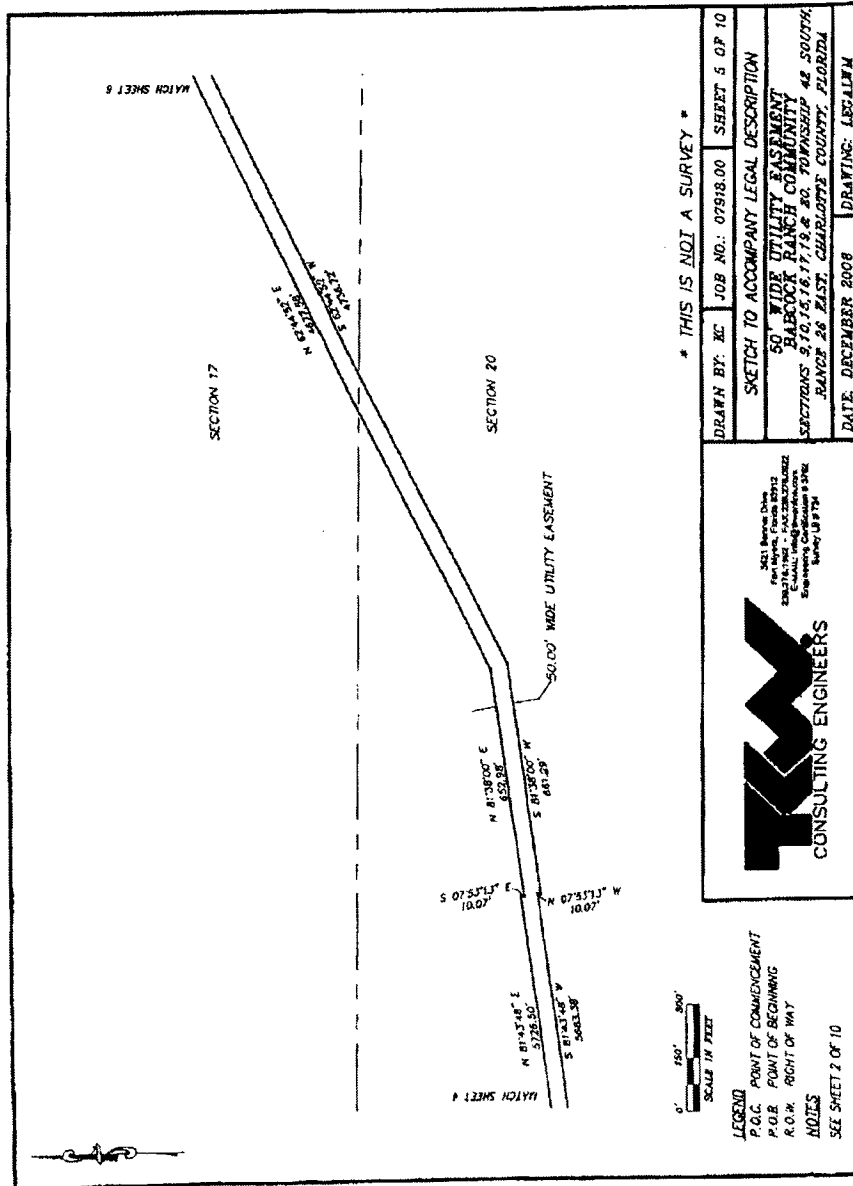


EXHIBIT L

Exhibit A-3

Page 6 of 10

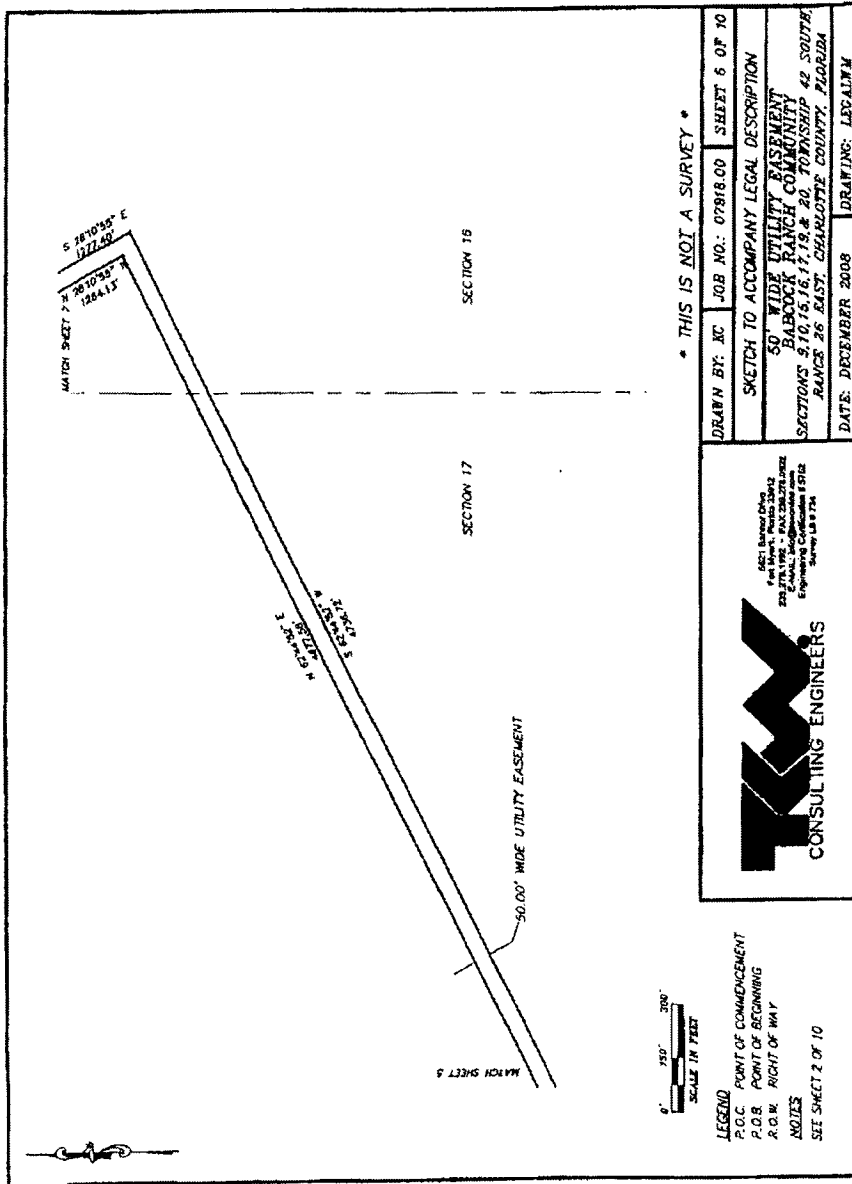


EXHIBIT L

Exhibit A-3

Page 7 of 10

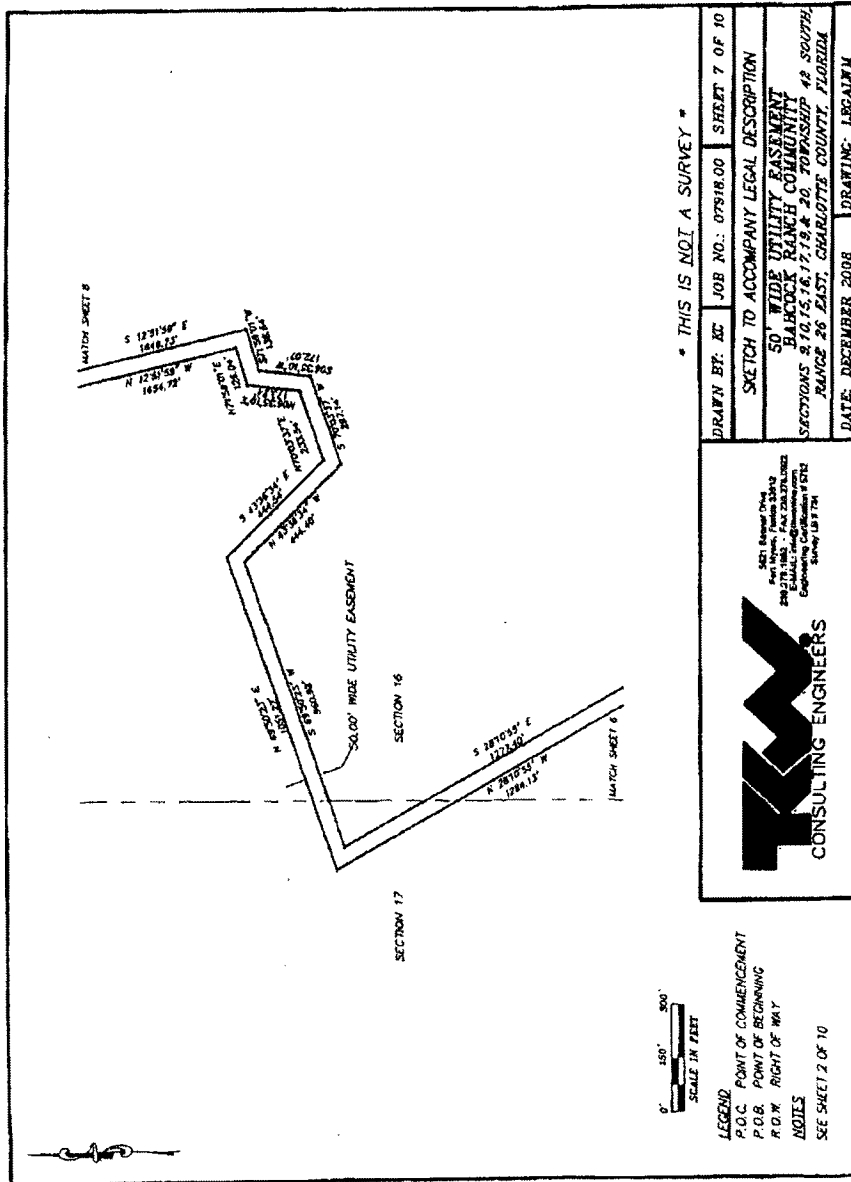


EXHIBIT L

Exhibit A-3

Page 9 of 10

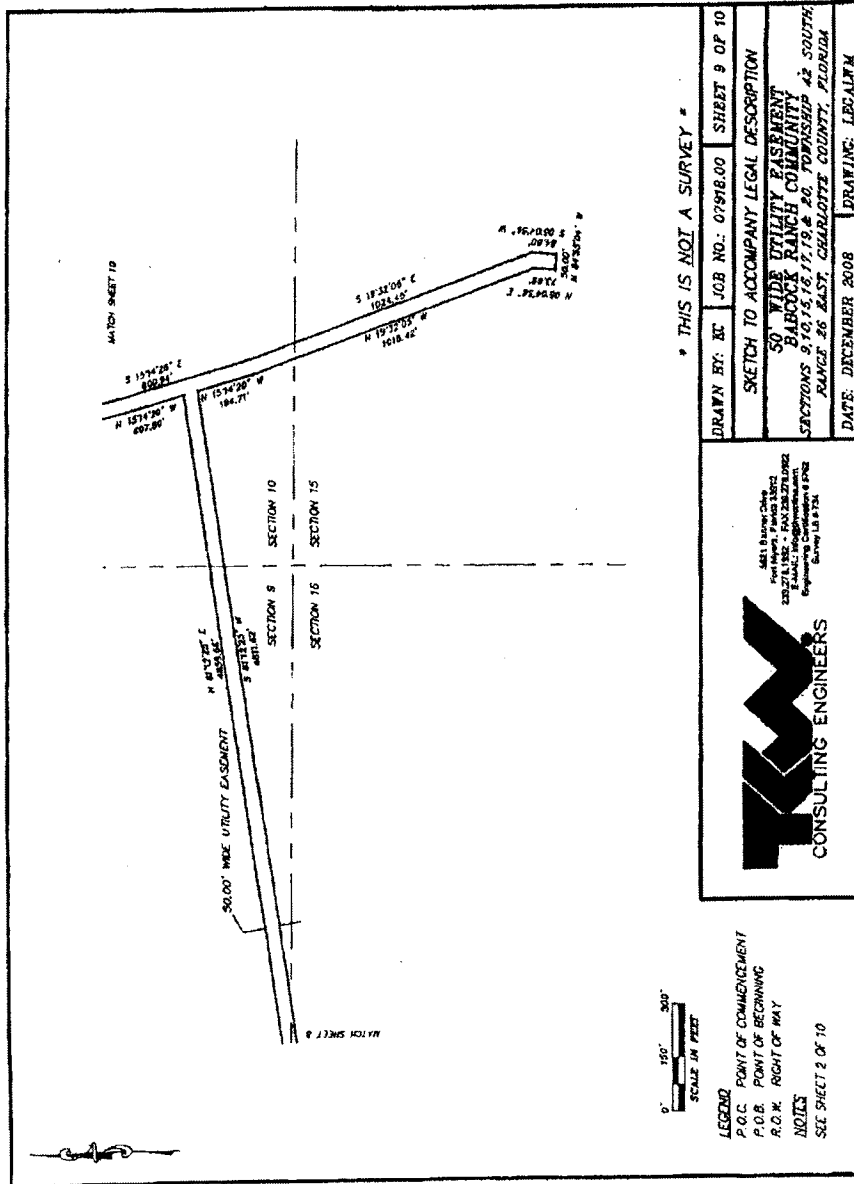


EXHIBIT L

Exhibit A-3

Page 10 of 10

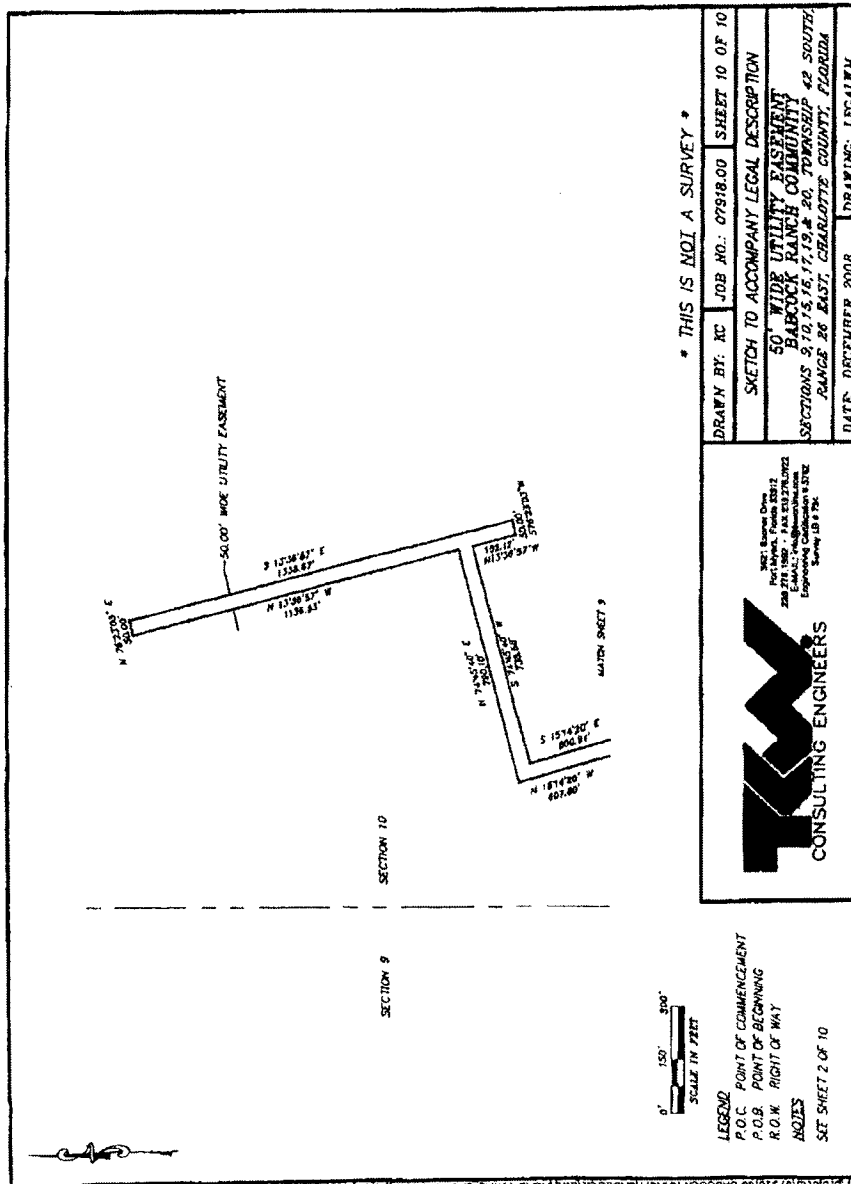


EXHIBIT L

ATTACHMENT "B"

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

EXHIBIT L

(B-1)

1 4. TRANSPORTATION

2 A. Representations and Commitments as Conditions.

3 (1) Increment 1-Phase 1.

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

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

EXHIBIT L

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

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

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

15 Construction of ingress and egress driveways, as necessary along
16 SR 31.
17

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

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

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

28 2. The mutually agreed upon significantly and adversely impacted
29 intersections and the identified improvements for Increment 1-Phase 1
30 are:
31

EXHIBIT L

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- a. SR 31 and SR 80
 - Add Second Southbound Left-Turn Lane
 - Add Second Eastbound Left-Turn Lane
 - Signal Retiming
- b. SR 31 and SR 78
 - Add Second Eastbound Left-Turn Lane
 - Signal Retiming
- c. SR 31 and North River Road
 - Add Westbound Left-Turn Lane
 - Signalization, If and When Warranted

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

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

EXHIBIT L

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

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

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

EXHIBIT L

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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

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

EXHIBIT L

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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

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

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

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

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

EXHIBIT L

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

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

12 (2) Increment 1-Phase 2

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

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

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

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 J

- Page 1 of 3

EXHIBIT L

EXHIBIT J

- Page 3 of 3

EXHIBIT J
 1. NAME: [Name]
 2. ADDRESS: [Address]
 3. CITY: [City]
 4. STATE: [State]
 5. ZIP: [Zip]

DATE	TIME	TYPE	DESCRIPTION	AMOUNT	BALANCE
1/1/14	10:00	DEPOSIT	STATE CHECK	100.00	100.00
1/2/14	11:00	DEPOSIT	FEDERAL RESERVE	200.00	300.00
1/3/14	12:00	DEPOSIT	AMERICAN EXPRESS	150.00	450.00
1/4/14	13:00	DEPOSIT	WELLS FARGO	300.00	750.00
1/5/14	14:00	DEPOSIT	CITIBANK	250.00	1000.00
1/6/14	15:00	DEPOSIT	CHASE	100.00	1100.00
1/7/14	16:00	DEPOSIT	BANK OF AMERICA	50.00	1150.00
1/8/14	17:00	DEPOSIT	PNC	20.00	1170.00
1/9/14	18:00	DEPOSIT	TD BANK	10.00	1180.00
1/10/14	19:00	DEPOSIT	US BANK	5.00	1185.00
1/11/14	20:00	DEPOSIT	WELLS FARGO	2.50	1187.50
1/12/14	21:00	DEPOSIT	CITIBANK	1.25	1188.75
1/13/14	22:00	DEPOSIT	CHASE	0.62	1189.37
1/14/14	23:00	DEPOSIT	BANK OF AMERICA	0.31	1189.68
1/15/14	24:00	DEPOSIT	PNC	0.15	1189.83
1/16/14	25:00	DEPOSIT	TD BANK	0.08	1189.91
1/17/14	26:00	DEPOSIT	US BANK	0.04	1189.95
1/18/14	27:00	DEPOSIT	WELLS FARGO	0.02	1189.97
1/19/14	28:00	DEPOSIT	CITIBANK	0.01	1189.98
1/20/14	29:00	DEPOSIT	CHASE	0.00	1189.98
1/21/14	30:00	DEPOSIT	BANK OF AMERICA	0.00	1189.98
1/22/14	31:00	DEPOSIT	PNC	0.00	1189.98
1/23/14	32:00	DEPOSIT	TD BANK	0.00	1189.98
1/24/14	33:00	DEPOSIT	US BANK	0.00	1189.98
1/25/14	34:00	DEPOSIT	WELLS FARGO	0.00	1189.98
1/26/14	35:00	DEPOSIT	CITIBANK	0.00	1189.98
1/27/14	36:00	DEPOSIT	CHASE	0.00	1189.98
1/28/14	37:00	DEPOSIT	BANK OF AMERICA	0.00	1189.98
1/29/14	38:00	DEPOSIT	PNC	0.00	1189.98
1/30/14	39:00	DEPOSIT	TD BANK	0.00	1189.98
1/31/14	40:00	DEPOSIT	US BANK	0.00	1189.98
2/1/14	41:00	DEPOSIT	WELLS FARGO	0.00	1189.98
2/2/14	42:00	DEPOSIT	CITIBANK	0.00	1189.98
2/3/14	43:00	DEPOSIT	CHASE	0.00	1189.98
2/4/14	44:00	DEPOSIT	BANK OF AMERICA	0.00	1189.98
2/5/14	45:00	DEPOSIT	PNC	0.00	1189.98
2/6/14	46:00	DEPOSIT	TD BANK	0.00	1189.98
2/7/14	47:00	DEPOSIT	US BANK	0.00	1189.98
2/8/14	48:00	DEPOSIT	WELLS FARGO	0.00	1189.98
2/9/14	49:00	DEPOSIT	CITIBANK	0.00	1189.98
2/10/14	50:00	DEPOSIT	CHASE	0.00	1189.98
2/11/14	51:00	DEPOSIT	BANK OF AMERICA	0.00	1189.98
2/12/14	52:00	DEPOSIT	PNC	0.00	1189.98
2/13/14	53:00	DEPOSIT	TD BANK	0.00	1189.98
2/14/14	54:00	DEPOSIT	US BANK	0.00	1189.98
2/15/14	55:00	DEPOSIT	WELLS FARGO	0.00	1189.98
2/16/14	56:00	DEPOSIT	CITIBANK	0.00	1189.98
2/17/14	57:00	DEPOSIT	CHASE	0.00	1189.98
2/18/14	58:00	DEPOSIT	BANK OF AMERICA	0.00	1189.98
2/19/14	59:00	DEPOSIT	PNC	0.00	1189.98
2/20/14	60:00	DEPOSIT	TD BANK	0.00	1189.98
2/21/14	61:00	DEPOSIT	US BANK	0.00	1189.98
2/22/14	62:00	DEPOSIT	WELLS FARGO	0.00	1189.98
2/23/14	63:00	DEPOSIT	CITIBANK	0.00	1189.98
2/24/14	64:00	DEPOSIT	CHASE	0.00	1189.98
2/25/14	65:00	DEPOSIT	BANK OF AMERICA	0.00	1189.98
2/26/14	66:00	DEPOSIT	PNC	0.00	1189.98
2/27/14	67:00	DEPOSIT	TD BANK	0.00	1189.98
2/28/14	68:00	DEPOSIT	US BANK	0.00	1189.98
2/29/14	69:00	DEPOSIT	WELLS FARGO	0.00	1189.98
2/30/14	70:00	DEPOSIT	CITIBANK	0.00	1189.98
3/1/14	71:00	DEPOSIT	CHASE	0.00	1189.98
3/2/14	72:00	DEPOSIT	BANK OF AMERICA	0.00	1189.98
3/3/14	73:00	DEPOSIT	PNC	0.00	1189.98
3/4/14	74:00	DEPOSIT	TD BANK	0.00	1189.98
3/5/14	75:00	DEPOSIT	US BANK	0.00	1189.98
3/6/14	76:00	DEPOSIT	WELLS FARGO	0.00	1189.98
3/7/14	77:00	DEPOSIT	CITIBANK	0.00	1189.98
3/8/14	78:00	DEPOSIT	CHASE	0.00	1189.98
3/9/14	79:00	DEPOSIT	BANK OF AMERICA	0.00	1189.98
3/10/14	80:00	DEPOSIT	PNC	0.00	1189.98
3/11/14	81:00	DEPOSIT	TD BANK	0.00	1189.98
3/12/14	82:00	DEPOSIT	US BANK	0.00	1189.98
3/13/14	83:00	DEPOSIT	WELLS FARGO	0.00	1189.98
3/14/14	84:00	DEPOSIT	CITIBANK	0.00	1189.98
3/15/14	85:00	DEPOSIT	CHASE	0.00	1189.98
3/16/14	86:00	DEPOSIT	BANK OF AMERICA	0.00	1189.98
3/17/14	87:00	DEPOSIT	PNC	0.00	1189.98
3/18/14	88:00	DEPOSIT	TD BANK	0.00	1189.98
3/19/14	89:00	DEPOSIT	US BANK	0.00	1189.98
3/20/14	90:00	DEPOSIT	WELLS FARGO	0.00	1189.98
3/21/14	91:00	DEPOSIT	CITIBANK	0.00	1189.98
3/22/14	92:00	DEPOSIT	CHASE	0.00	1189.98
3/23/14	93:00	DEPOSIT	BANK OF AMERICA	0.00	1189.98
3/24/14	94:00	DEPOSIT	PNC	0.00	1189.98
3/25/14	95:00	DEPOSIT	TD BANK	0.00	1189.98
3/26/14	96:00	DEPOSIT	US BANK	0.00	1189.98
3/27/14	97:00	DEPOSIT	WELLS FARGO	0.00	1189.98
3/28/14	98:00	DEPOSIT	CITIBANK	0.00	1189.98
3/29/14	99:00	DEPOSIT	CHASE	0.00	1189.98
3/30/14	100:00	DEPOSIT	BANK OF AMERICA	0.00	1189.98
3/31/14	101:00	DEPOSIT	PNC	0.00	1189.98
4/1/14	102:00	DEPOSIT	TD BANK	0.00	1189.98
4/2/14	103:00	DEPOSIT	US BANK	0.00	1189.98
4/3/14	104:00	DEPOSIT	WELLS FARGO	0.00	1189.98
4/4/14	105:00	DEPOSIT	CITIBANK	0.00	1189.98
4/5/14	106:00	DEPOSIT	CHASE	0.00	1189.98
4/6/14	107:00	DEPOSIT	BANK OF AMERICA	0.00	1189.98
4/7/14	108:00	DEPOSIT	PNC	0.00	1189.98
4/8/14	109:00	DEPOSIT	TD BANK	0.00	1189.98
4/9/14	110:00	DEPOSIT	US BANK	0.00	1189.98
4/10/14	111:00	DEPOSIT	WELLS FARGO	0.00	1189.98
4/11/14	112:00	DEPOSIT	CITIBANK	0.00	1189.98
4/12/14	113:00	DEPOSIT	CHASE	0.00	1189.98
4/13/14	114:00	DEPOSIT	BANK OF AMERICA	0.00	1189.98
4/14/14	115:00	DEPOSIT	PNC	0.00	1189.98
4/15/14	116:00	DEPOSIT	TD BANK	0.00	1189.98
4/16/14	117:00	DEPOSIT	US BANK	0.00	1189.98
4/17/14	118:00	DEPOSIT	WELLS FARGO	0.00	1189.98
4/18/14	119:00	DEPOSIT	CITIBANK	0.00	1189.98
4/19/14	120:00	DEPOSIT	CHASE	0.00	1189.98
4/20/14	121:00	DEPOSIT	BANK OF AMERICA	0.00	1189.98
4/21/14	122:00	DEPOSIT	PNC	0.00	1189.98
4/22/14	123:00	DEPOSIT	TD BANK	0.00	1189.98
4/23/14	124:00	DEPOSIT	US BANK	0.00	1189.98
4/24/14	125:00	DEPOSIT	WELLS FARGO	0.00	1189.98
4/25/14	126:00	DEPOSIT	CITIBANK	0.00	1189.98
4/26/14	127:00	DEPOSIT	CHASE	0.00	1189.98
4/27/14	128:00	DEPOSIT	BANK OF AMERICA	0.00	1189.98
4/28/14	129:00	DEPOSIT	PNC	0.00	1189.98
4/29/14	130:00	DEPOSIT	TD BANK	0.00	1189.98
4/30/14	131:00	DEPOSIT	US BANK	0.00	1189.98
5/1/14	132:00	DEPOSIT	WELLS FARGO	0.00	1189.98
5/2/14	133:00	DEPOSIT	CITIBANK	0.00	1189.98
5/3/14	134:00	DEPOSIT	CHASE	0.00	1189.98
5/4/14	135:00	DEPOSIT	BANK OF AMERICA	0.00	1189.98
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5/6/14	137:00	DEPOSIT	TD BANK	0.00	1189.98
5/7/14	138:00	DEPOSIT	US BANK	0.00	1189.98
5/8/14	139:00	DEPOSIT	WELLS FARGO	0.00	1189.98
5/9/14	140:00	DEPOSIT	CITIBANK	0.00	1189.98
5/10/14	141:00	DEPOSIT	CHASE	0.00	1189.98
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5/12/14	143:00	DEPOSIT	PNC	0.00	1189.98
5/13/14	144:00	DEPOSIT	TD BANK	0.00	1189.98
5/14/14	145:00	DEPOSIT	US BANK	0.00	1189.98
5/15/14	146:00	DEPOSIT	WELLS FARGO	0.00	1189.98
5/16/14	147:00	DEPOSIT	CITIBANK	0.00	1189.98
5/17/14	148:00	DEPOSIT	CHASE	0.00	1189.98
5/18/14	149:00	DEPOSIT	BANK OF AMERICA	0.00	1189.98
5/19/14	150:00	DEPOSIT	PNC	0.00	1189.98
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5/22/14	153:00	DEPOSIT	WELLS FARGO	0.00	1189.98
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5/24/14	155:00	DEPOSIT	CHASE	0.00	1189.98
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5/26/14	157:00	DEPOSIT	PNC	0.00	1189.98
5/27/14	158:00	DEPOSIT	TD BANK	0.00	1189.98
5/28/14	159:00	DEPOSIT	US BANK	0.00	1189.98
5/29/14	160:00	DEPOSIT	WELLS FARGO	0.00	1189.98
5/30/14	161:00	DEPOSIT	CITIBANK	0.00	1189.98
5/31/14	162:00	DEPOSIT	CHASE	0.00	1189.98
6/1/14	163:00	DEPOSIT	BANK OF AMERICA	0.00	1189.98
6/2/14	164:00	DEPOSIT	PNC	0.00	1189.98
6/3/14	165:00	DEPOSIT	TD BANK	0.00	1189.98
6/4/14	166:00	DEPOSIT	US BANK	0.00	1189.98
6/5/14	167:00	DEPOSIT	WELLS FARGO	0.00	1189.98
6/6/14	168:00	DEPOSIT	CITIBANK	0.00	1189.98
6/7/14	169:00	DEPOSIT	CHASE	0.00	1189.98
6/8/14	170:00	DEPOSIT	BANK OF AMERICA	0.00	1189.98
6/9/14	171:00	DEPOSIT	PNC	0.00	1189.98
6/10/14	172:00	DEPOSIT	TD BANK	0.00	1189.98
6/11/14	173:00	DEPOSIT	US BANK	0.00	1189.98
6/12/14	174:00	DEPOSIT	WELLS FARGO	0.00	1189.98
6/13/14	175:00	DEPOSIT	CITIBANK	0.00	1189.98
6/14/14	176:00	DEPOSIT	CHASE	0.00	1189.98
6/15/14	177:00	DEPOSIT	BANK OF AMERICA	0.00	1189.98
6/16/14	178:00	DEPOSIT	PNC	0.00	1189.98
6/17/14	179:00	DEPOSIT	TD BANK	0.00	1189.98</

