

**Lee County Board Of County Commissioners  
Agenda Item Summary**

DATE CRITICAL  
**Blue Sheet No. 20051544**

**1. ACTION REQUESTED/PURPOSE:** Adopt by Resolution Lee County Administrative Code 13-19 pertaining to technical requirements for plat approval.

**2. WHAT ACTION ACCOMPLISHES:** The proposed amendment will update the County platting procedure to reflect statutory requirements and implement recent procedural changes designed to streamline the plat approval process.

**3. MANAGEMENT RECOMMENDATION:**

**4. Departmental Category:** 12

**C12A**

**5. Meeting Date:** 11-22-2005

**6. Agenda:**  
 Consent  
 Administrative  
 Appeals  
 Public  
 Walk-On

**7. Requirement/Purpose: (specify)**  
 Statute  
 Ordinance  
 Admin. Code 13-19  
 Other

**8. Request Initiated:**  
 Commissioner \_\_\_\_\_  
 Department County Attorney  
 Division Land Use  
 By: Dawn E. Perry-Lehnert 10/20/05  
 Dawn E. Perry-Lehnert  
 Assistant County Attorney

**9. Background:** Administrative Code 13-19, pertaining to subdivision plat approval was originally adopted in March 1994 and subsequently amended in 1995, 1996, 1997, and 1998. As originally adopted, the code reiterated many of the requirements contained in Chapter 177 and established a number of "local rules" with respect to the creation and recording of subdivision plats in Lee County.

The proposed amendment is intended to:

1. Act as a supplement to the requirements of F.S. Chapter 177.
2. Eliminate the redundancies between F.S. Chapter 177 and AC 13-19.
3. Recognize the "local rules" so they are more readily found within the code.
4. Provide standards for submittal of surety instruments supporting final plat approval in keeping with the policies set by Risk Management and industry standards.
5. Streamline the submittal and review process applicable to subdivision plats.

**10. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
				Lehnert	RK 10/20	Adm 10/20	Grants 10/20	Mgr. 10/20/05	HS 10/20/05

**11. Commission Action:**

- Approved  
 Deferred  
 Denied  
 Other

RECEIVED BY COUNTY ADMIN 10/20/05 2:30pm

RECEIVED BY COUNTY ADMIN:	RE
	10/20/05
	3:45
COUNTY ADMIN FORWARDED TO:	PL
	10/20
	5:21

Blue Sheet No:

Page 2

Amendment to Administrative Code 13-19

If adopted, the proposed code will serve to repeal and replace AC 13-19 in its entirety.

The proposed Administrative Code has been reviewed and approved to go forward by both the Land Development Code Advisory Committee and the Executive Regulatory Oversight Committee.

County staff recommends approval.

Attachment:

1. Proposed Administrative Code 13-19
2. Proposed Resolution adopting Administrative Code

cc: Mary Gibbs, Director, DCD  
Pete Eckenrode, Director, Development Services  
Mike Harmon, Development Services Surveyor, DCD

**ADMINISTRATIVE CODE  
BOARD OF COUNTY COMMISSIONERS**

<b>CATEGORY: DEVELOPMENT/PLANNING/ZONING</b>	<b>CODE NUMBER: AC-13-19</b>
<b>TITLE: TECHNICAL REQUIREMENTS FOR PLAT APPROVAL</b>	<b>ADOPTED: 3/30/94</b>
	<b>AMENDED: 01/04/95 3/1/95 4/24/96 10/7/97 8/4/98 __/__/05</b>
	<b>ORIGINATING DEPARTMENT: DIVISION OF DEVELOPMENT SERVICES</b>

This Administrative Code repeals and replaces Administrative Code 13-19 as originally adopted on March 30, 1994 and as amended through August 4, 1998.

This amended Administrative Code is effective upon adoption of the Board. All submittals, including resubmittals on active development orders and plat applications, made after January 1, 2006 must comply with the provisions of this Code.

**A. Purpose and Scope**

The purpose of this Administrative Code is to set forth the standards and procedures applicable to submitting and obtaining approval for subdivision plats in Lee County. The regulations contained in this code are in addition to those set forth in Florida Statutes Chapter 177, Part I and Florida Administrative Code 61G.

**B. Sheet Layout [177.091(2)]**

1. *Size.* All plats must be drawn on 24" X 36" sheets for recording purposes. However, plats may be provided on 11" x 17" sheets for purposes of review.
2. *Margins.* All sheets must be drawn with at least a 3" left hand margin and ½" margin on the remaining three sides.
3. *Font.* Lettering must be at least 0.10" in height, unless otherwise stated. The type must be clear and legible. Letters, numbers, and symbols must be properly spaced to avoid touching each other or "bleeding" together.
4. *Line size.* Bearings, distances and lines depicting the plat boundary as legally described must be distinctly different than the balance of the line sizes used on the plat map (i.e. darker or heavier line size). Text related to surrounding property (i.e. references to "unplatted" or platted parcels) must be phantom text.
4. *North Arrow.* The north arrow must be depicted on each page and consistently point to either the top of the page or to the left side of the page.
5. *Key Map.* Plats with more than one sheet of lot layouts must provide a key map depicting the boundary of the platted lands, major blocks of lots, tracts, roadways, street names, matchlines and sheet limits. The key map must fit on one sheet and be prepared at a scale appropriate to show adequate detail.

6. *Scale.* The scale used to draw the plat must be consistent, so that placing each page of the plat together using the matchlines will result in a complete map at the noted scale.
7. *Development Order.* The local development order number and plat number must be included in the lower left hand corner of each sheet within the area of the 3" margin nearest the margin boundary line.
8. *Page numbering.* A space must be provided in the upper right hand corner of each page for the public records instrument number.

**C. Title Block [177.051, 177.091(5), (10)]**

1. *Name.* The subdivision name must be submitted for review and approval by Development Services prior to preliminary plat review.
2. *Font size and type.*
  - a. Subdivision name: bold type, at least 0.5" high
  - b. Section, Township, Range: bold type, at least 0.3" high
  - c. County and State: at least 0.25" high
  - d. Replat recording references: at least 0.25" high

3. *Subdivision references.* Each time the subdivision name is referenced on the face of the plat, all of the information with respect to replatting and location (i.e. S, T, R) must follow the subdivision name.

**D. Legal Description**

1. The boundary dimensions called in the legal description must agree with the bearings and distances depicted on the plat.
2. If the property was previously platted, the legal description must identify the previous plat information, unless the previous plat was vacated in its entirety.
3. The legal description attached to the title opinion or certification must be wholly consistent with the legal description appearing on the face of the plat.

**E. Additional Mapping Requirements**

1. *Location Map.* A location or vicinity sketch must be included on the first sheet of the plat to show the subdivision location relative to one or more arterial or collector roads. Section and township lines must also be shown.
2. *Dimension tables.* Any dimensioning placed in tabular form must be placed on the same sheet as the layout information for the lots, streets or other boundary lines being dimensioned.
3. *Bearings.* Bearing references must be actual references, not assumed.
4. *Distances.* Distances on a record plat may be expressed by either a note defining that all distances are in feet or using foot marks (') at the end of each distance.
5. *Plat boundary calls.* Where a plat dimension call will fit on the course to be dimensioned, the call must be placed on the course and not in a table. To the extent possible, all outbound dimension

calls must be placed on the outbound side of the course.

6. *USC&GS or USGS points.* Any USGS or USC&GS points in or near a subdivision boundary must be shown on the plat.
7. *Water lines.* Bulkhead or mean high water lines must be shown on the plat.
8. *Access to the County right-of-way system.* Street access to lots and parcels must comply with LDC requirements. Plats creating lots that do not have access to the County road system via either an improved road meeting county standards or a platted road that is the subject of a valid surety document, will not be approved.
9. *Lots.* Lots or tracts created via the plat must comply with all applicable Land Development Code regulations.
10. *Abutting lands.* Abutting subdivisions must be identified by name and Plat Book/Page or instrument number reference in phantom, dashed, dotted or lighter solid lettering than that used to establish the platted boundary. Likewise, if the land is not platted, it must be identified by the reference "unplatted".

#### **F. Dedication**

1. The dedication must identify the specific purpose of each easement created by the plat and the person or entity with the right to use the easement.
2. All elements of the infrastructure created by the plat (i.e. surface water management, lakes, landscaping, conservation easements, recreational areas, streets, common areas, PUEs, etc.) must be dedicated to an appropriate entity with the power and authority to maintain the improvements. The property owner is not an appropriate entity for purposes of maintenance responsibility.
3. Reservation of rights to the property owner creating the plat is permitted, subject to compliance with 2, above.
4. The dedication must be executed with deed formality. For example, two witnesses to the owner's signature and notarization of the owner's signature.
5. Any easements or rights dedicated to Lee County or the public are deemed accepted upon execution and recording of the plat. However, the County is not responsible for maintenance of the dedicated easements without separate formal action by the Board affirmatively accepting this obligation.

#### **G. Infrastructure Maintenance/Property Owner Association Documents**

1. *Infrastructure to be maintained.* The County requires that an entity responsible for maintaining the infrastructure improvements must be designated and legally existing prior to final plat approval. The improvements that must be maintained include, but are not limited to, the following items: drainage easements, roads, landscaping, utility easements, open space, lighting, common areas, recreational areas, golf course, conservation easements, preservation easements and lakes.
2. *Maintenance entities.*
  - a. *Property Owners Association* (master or neighborhood). A property owners association may be established in accordance with Florida Statutes to provide for the continued

maintenance of the infrastructure supporting the subdivision.

- b. *Community Development District.* An established CDD may be designated as the entity responsible for maintenance of infrastructure improvements. The CDD must affirmatively accept the dedication and corresponding maintenance responsibility. This can be accomplished by either: Having the CDD execute the face of the plat in accordance with section J.2.f. "Notices and Signature blocks"; or, submitting an executed Resolution from the CDD Board of Directors stating acceptance of the designated dedications and corresponding maintenance responsibility. The CDD Resolution must be approved by the CAO and recorded in the public records.
- c. *Property Owner.* The property owner is not an appropriate or acceptable maintenance entity for purposes of final plat approval. However, the owner may reserve rights necessary to continue development of the project, as long as a maintenance entity is also established and is provided the necessary dedicated interest.

3. *Property Owner Association Documents.*

- a. All subdivisions must establish a property owners association in accordance with Florida Statutes. The property owner documents must be reviewed and approved by the County Attorney's Office in conjunction with the plat review and approval. These documents must include, at minimum, provisions addressing the items outlined in the County checklist attached as Exhibit A.
- b. A complete set of property owner association documents consists of: (a) the articles of incorporation; (b) the bylaws; (c) a Declaration; and, (d) the completed county checklist. The checklist must correspond to and accompany the documents submitted in order to be processed for review by the County Attorney's Office.
- c. Once approved by the County Attorney's Office, the documents must be recorded in the public records. Proof as to recording must be provided prior to final execution of the plat by the County Attorney's Office. Appropriate proof of recording includes a reference to the OR Book and Page or Instrument number of the recorded documents; or, including the fully executed documents for recording in conjunction with recording of the plat.

**H. Title Certification and Boundary Survey**

1. *Title Certification.*

- a. *Information to be included.* A document must be submitted to establish the following information concerning the title of the property being platted.
  - (1) The owner or owners of the fee title.
  - (2) Any persons or entities holding a mortgage secured by the property.
  - (3) All easements affecting the property whether recorded or unrecorded.
  - (4) Legal description of the property covered by the title opinion. This description must match, exactly, the legal description on the face of the plat.
- b. *Types of acceptable documents.* One of the following types of documents must be submitted to meet this title certification requirement.

- (1) *Opinion of Title.* An opinion of title is a document, meeting the Florida Title Standards, that is prepared by a licenced Florida attorney. The opinion must be unequivocal. It must be addressed to Lee County.
  - (2) *Certification of Title or Title Certification.* This is a document prepared by an abstractor or title company that specifically certifies the information it contains. The certification must be for the benefit of Lee County.
- c. *Title Binder or Title Insurance Policy.* The County will **not** accept a title binder or title insurance policy to meet the title certification requirement.
  - d. *Age of Title Certification.* The document certifying the title information must be less than 90 days old at the time it is initially submitted to the County in support of the preliminary plat review. Preliminary plat review will be based upon this title certification document.

A request for final plat approval or review must be accompanied by a title certification that is less than 90 days old. If the title certification initially submitted to the County is greater than 90 days old, it must be updated prior to transmittal of the final plat review package to the County Attorney's Office.

- 2. *Boundary Survey.* A boundary survey of the property proposed for platting must be submitted as part of the initial preliminary plat submittal package. The survey must be prepared based upon the title certification document submitted to the County in accordance with paragraph H.1 above. All easements encumbering the property must be specifically shown and identified.

If the property being platted is the subject of a replat and all of the boundaries of the subject property are dimensioned in the original plat, then a boundary survey is not required. The legal description will be the reference to the original plat. However, if the dimensions of the property being replatted differs from those in the original plat, then a boundary survey, including a metes and bounds legal description, will be required.

## I. **Easements**

### 1. *Existing Easements.*

- a. Existing recorded easements must be depicted on the plat with a reference to the OR Book and Page or instrument number, as well as a brief description of the easement (i.e. access, ingress/egress, FPL, PUE etc).
- b. Lots or tracts created over or co-located with existing recorded easements are subordinate to the recorded easement. The use of the lot or tract may not overburden or diminish the rights under the existing recorded easement.

### 2. *Utility Easements.*

- a. Utility review letters. The applicant is solely responsible for submitting the proposed plat to the appropriate utility entities and obtaining written review and recommendation from each entity. A copy of the utility entity response, including plat corrections and letters of review and recommendation, must be received directly from the utility entity by the Lee County Development Services Professional Surveyor and Mapper.
- b. Ten foot wide utility easements must be provided adjacent to the right-of-way on both sides of new roads.

- c. Utility easements must be located in accordance with the utility company requirements as stated in the utility entity review letter.
- d. The reservation of any interest, or co-location of other easements within the area dedicated as a public utility easement, must be specifically subordinated to the public utility easement use. This can be accomplished by including appropriate language in the dedication.

**J. Notices and Signature Blocks**

1. *Notices.* The following notices must appear on the first page of the plat, as follows.

a. In bold, 20 point type or larger (.277 inches):

**NOTICE**

Lands described in this plat may be subdivided by the developer without the roads, drainage, water and sewer facilities being accepted for maintenance by Lee County. Any purchaser of a lot in this subdivision is advised to determine whether the lot may be subject to assessment or called upon to bear a portion or all of the expense of construction, maintenance or improvement of roads, drainage, water and sewer facilities.

b. In bold type:

**NOTICE:** This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this County.

2. *Signature blocks related to Certification and Approval.* The following certifications and signature blocks must appear on the face of the plat, preferably the first page, as follows.

a. *Review by County Professional Surveyor and Mapper.*

Review by the designated County PSM determined that this plat conforms to the requirement of F.S. Ch. 177, Part I.

\_\_\_\_\_  
Michael Harmon, PSM  
Lee County Designated PSM

b. *Preparing Surveyor's certification.*

I hereby certify that the attached plat of \_\_\_\_\_ (a replat of...as recorded at Plat Book...) was prepared under my direction and supervision and complies with all of the survey requirements of Chapter 177, Florida Statutes. I further certify that the permanent reference monuments (PRMs) have been placed at the locations shown on the plat.

SEAL                    \_\_\_\_\_  
Name of Preparing Surveyor, PSM (Registration number)  
Name of Business Entity        (Business Entity Certificate Number)  
Surveyor's business address



c. *Clerk of Court Certification.*

I hereby certify that the attached plat of \_\_\_\_ (a replat of ... as recorded at Plat Book...), a subdivision located in Section \_\_, Township\_\_ South, Range \_\_ East, Lee County, Florida, was filed for record at \_\_\_\_\_.m., this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and duly recorded as Instrument# \_\_\_\_\_ in the Public Records of Lee County, Florida.

\_\_\_\_\_  
Charlie Green  
Lee County Clerk of Court

d. *County Approvals*

This plat is accepted and approved by the Board of County Commissioners, Lee County, Florida this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Chairman

\_\_\_\_\_  
Name: \_\_\_\_\_  
Clerk of Court

\_\_\_\_\_  
Mary Gibbs, Director  
Department of Community  
Development

\_\_\_\_\_  
Peter Eckenrode, Director  
Division of Development  
Services

\_\_\_\_\_  
Name of reviewing attorney  
Assistant County Attorney

e. *Mortgagee Consent and Joinder.* The mortgage consent and joinder may either appear on the face of the plat or be executed as a separate document that is recorded in conjunction with the plat. A statement similar to the following may be used if the Mortgagee will be signing the face of the plat. The consent and joinder must be executed with the same formality as a deed.

\_\_\_\_\_ Bank hereby joins in and consents to the dedication appearing on the face of the Plat.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Bank Secretary  
(Bank SEAL)

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing consent and joinder was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_ Bank. He/She is personally known to me or has produced the following identification: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

- f. *CDD Acceptance and Acknowledgment.* If portions of the infrastructure are dedicated to a Community Development District (CDD), then the CDD must accept the dedication and affirmatively acknowledge the obligation to maintain the infrastructure that is the subject of the dedication. This may be accomplished either by signing the face of the plat or by separate resolution of the CDD (approved by County Attorney's Office and recorded in conjunction with plat.)

\_\_\_\_\_ CDD hereby accepts the dedication and acknowledges responsibility for maintenance of the infrastructure associated with the dedication.

Community Development District

_____ Name: _____ Secretary  (SEAL)	By _____ Name: _____ President/Vice President
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**K. Monumentation**

1. *Permanent Reference Monuments (PRM).*

- a. *Definition.* These monuments must meet the definition set forth in FS §177.031(15).
- b. *Placement.* PRMs must be set in accordance with FS §177.091(7).
- c. *Timing.* All PRMs must be set prior to recording of the plat.
- d. *Proof.* The surveyors' certification substantiates compliance with this requirement.

2. *Permanent Control Points (PCP).*

- a. *Definition.* These monuments must meet the definition set forth in FS §177.031(13).
- b. *Placement.* PCPs must be set in accordance with the provisions in FS §177.091(8). PCPs must be easily detectable at the time the final Certificate of Compliance is requested using conventional instruments for locating survey monuments.
- c. *Timing.* PCPs must be set prior to the expiration of the on-site infrastructure surety or approval of the final release of this surety document. No partial releases will be approved for setting PCPs.
- d. *Proof.* The surveyor responsible for setting the PCPs must submit an affidavit indicating that the PCPs are set as identified on the recorded plat. This affidavit is required in order to obtain a final Certificate of Compliance from Lee County for the development order supporting the subject plat approval. Multiple affidavits may be submitted if more than one surveyor is involved. However, partial releases of the infrastructure bond based solely upon completion of portions of the monumentation will not be processed.

3. *Lot Corners.*

- a. *Definition.* These monuments must meet the definition set forth in FS §177.031(22).
- b. *Placement.* Lot corners must be set in accordance with the provisions of FS §177.091(9).

- c. *Timing.* Lot corners must be set prior to the expiration of the on-site infrastructure surety or approval of the final release of this surety document. No partial releases will be approved for setting monuments.
- d. *Proof.* The surveyor responsible for setting the lot corners must submit an affidavit indicating that the lot corners are set as identified on the recorded plat. This affidavit is required in order to obtain a final certificate of Compliance from Lee County for the development order supporting the subject plat approval. Multiple affidavits may be submitted if more than one surveyor is involved. However, partial releases of the infrastructure bond based solely upon completion of portions of the monumentation will not be processed.

**L. Infrastructure Surety**

- 1. *Infrastructure to be assured.* The infrastructure necessary to support approval of the plat must be in place or covered by an approved surety instrument prior to final plat approval. For purposes of this Administrative Code, infrastructure includes, but it is not limited to the following: roads, surface water management system, landscaping, utilities, conservation areas and plat monumentation.
- 2. *Minimum elements/criteria of all infrastructure surety documents.*
  - a. Lee County, a political subdivision of the State of Florida, must be a named beneficiary.
  - b. The surety document must provide 110% of the full cost of installing the infrastructure improvements approved by the County.
  - c. If the proposed improvements will not be constructed within one year of the issuance of the final development order, the amount of the surety must be automatically increased by 10% compounded for each year of the life of the surety. In the alternative, the surety may be renewed annually at 110% of the cost of completing the remaining required improvements. (The latter alternative will require submittal and approval of a new instrument annually.)
  - d. The instrument must be printed on the official bond letterhead of the insuring entity or the parent company (ie insurance holding company).

. Acceptable letterhead will include the name, address and phone of the insuring entity. Additionally, if the insuring entity is a subsidiary of a parent corporation or holding entity, then the holding entity must also be identified in the letterhead. In the alternative, the official holding company letterhead may be used with identification of the insuring entity (name address and phone number) in the body of the bond . If the letter head is normally the entity insuring the infrastructure improvements.

- e. The instrument must provide that Florida Law will control action under the instrument.
- f. The instrument must state the name and physical address of the place where demand can be made and provide a valid contact phone number to the institution/department where information can be exchanged regarding action under the instrument.
- h. An approved certified engineer's cost estimate must be an attachment to the instrument.

- j. The instrument must state the name of the project, development order number, name of the applicant under the development order, name of the project's developer, if different than the development order applicant, and the estimated date of project completion.
  - k. The venue for any action under the surety instrument will be Lee County, Florida.
3. *Types of Surety Documents.* Lee County has created sample form surety instruments that will be found acceptable to the County if properly executed. The forms are attached to this code.
- a. *Performance Assurance Bond.* The performance assurance bond is the County's preferred type of surety instrument. A sample bond form is attached as Exhibit B. Use of an alternative bond form may prevent or delay approval. The bond must meet the following additional criteria:
    - (1) The Bond company must hold an A.M. Best rating of A- or better as to the general policy holders rating, and Class VII or better as to the financial category. The A.M. Best rating will be determined based upon the information provided at the following website "[www.ambest.com](http://www.ambest.com)".
    - (2) The bond company must be a Florida licensed insurance company. Compliance with the license requirement will be determined based upon review of the information set forth at Florida Department of Financial Services website "[fldfs.com](http://fldfs.com)".
    - (3) The bond must be printed on official letterhead
    - (4) The bond must be accompanied by an affidavit, power of attorney or similar document, embossed with the raised corporate seal of the insurance holding company or the subsidiary entity insuring the improvements, evidencing the authority of the signatory agent to execute the bond.
  - b. *Letters of Credit.* A sample Letter of Credit is attached as Exhibit C. Use of an alternative form may prevent or delay approval. The letter must meet the following additional criteria.
    - (1) The terms of the letter must establish a single location within Lee County where demand can be made and payment will be rendered.
    - (2) The letter must state the name and physical address of the place where demand can be made and provide a valid contact phone number to the institution/department where information can be exchanged regarding action under the letter.
    - (4) The letter must be established as a sight demand letter, or be payable "at sight".
    - (5) The letter must specifically provide that payment will be made to Lee County within three business days after the letter is presented to the identified entity. Payment must be made at the local office of the institution where the demand is made.

- (6) The letter must state that it is subject to the "Uniform Customs and Practice for Documentary Credit", International Chamber of Commerce Publication No. 500 (1993 revision).
    - c. *Escrow Agreement.* An escrow agreement may be established to cover the infrastructure costs. The entity acting as escrow agent must be an institution recognized by the State of Florida, in good standing and specifically approved by Lee County in advance of establishing the account. The form escrow agreement must be used to establish the escrow account. If a bank account is to be used to hold the funds, then the physical address of the institution, along with a phone number and contact person must be included; the bank account number must be specifically stated in the escrow agreement and the funds must be dedicated to the escrow account in a manner that will prevent removal or reduction of the escrow amount without prior county approval. A sample escrow agreement is attached as Exhibit D. Use of an alternative form may prevent or delay approval.
    - d. *Cash escrow with the County.* The applicant may choose to establish a cash escrow account with the County to cover the cost of the outstanding infrastructure improvements required to support final plat approval. In this instance the County will act as the escrow agent.
  4. *Certificate of Compliance.* The infrastructure surety requirement may be satisfied by presentation of a Certificate of Compliance for the infrastructure necessary to support final plat approval. This Certificate of Compliance must cover all of the improvements identified as required by the approved development order supporting the plat approval.  
  
A final Certificate of Compliance is required in order to obtain a full release of the surety instrument approved to cover the infrastructure improvements.
  5. *Releases.* Surety releases will be allowed for improvements as they are constructed based upon approval of a revised engineer's certified cost estimate. However, partial releases will not be reviewed or approved if based solely on completed monumentation.

#### **M. Plat Review Elements**

As a part of each plat review, the County Attorney's Office will prepare a memorandum to the County PSM outlining compliance or noncompliance with respect to the following elements:

1. *Plat*
2. *Title Certification*
3. *Consent and joinders*
4. *Taxes*

Final plat approval will be denied without proof as to payment of all taxes due and owing. Under Florida Statutes §197.333, taxes become due and payable on November 1 of each year.

5. *Road Name Approval*
6. *Property Owner Association documents/CDD resolution*

7. *Certificate of Concurrency*

This contemplates review of the approved development order, including stipulations.

8. *Development Order Compliance*

This element requires written documentation from the Development Services Reviewer.

**N. Preliminary Plat Review Submittal**

At minimum, the following items must be submitted, in a single package, in order to be accepted by the County for preliminary plat review.

1. Six sets of paper prints. The prints may be submitted on 11" x 17" paper (but no smaller). However, a minimum of one full size (24" x 36") set must be submitted.
2. Title Certification meeting the requirements of Section H.1.
3. Two copies of the boundary survey meeting the requirements of Section H.2.
4. Two copies of the Property Owner documents meeting the requirements of Section G.3. (i.e. Declaration, Articles, Bylaws and Checklist). Previously approved and recorded documents covering the proposed plat area, along with the approval letter for these documents, may be submitted in lieu of draft documents. An approval letter issued by the County, without the underlying documents, will not be sufficient.
5. Review fees in accordance with External Fees and Charges Manual.

**O. Final Plat Review Submittal**

The following documents must be included in the package transmitted by Development Services to the County Attorney's Office for final plat review.

1. Two sets of paper prints (one 24" x 36" and one 11" x 17").
2. A list of lot and tract sizes in square feet, if not shown on the plat.
3. Title certification meeting the requirements of Section H.
4. Draft or executed consent and joinder documents, unless the consent is on the face of the plat.
5. Proof as to payment of all taxes due and owing. A map identifying all Strap numbers included within the proposed plat boundary.
6. Road name approval letters.
7. Approved infrastructure surety document. In the alternative, a copy of the Certificate of Completion for the infrastructure improvements included within the boundary of the plat.
8. Approved Property Owners Association documents.
9. A valid Certificate of Concurrency and a copy of the approved development order, along with any stipulations.

10. Letters of review from all applicable utility service providers.
11. A written statement from the development services reviewer indicating the proposed plat complies with the approved development order supporting the plat. This review includes zoning compliance.

**P. Final Plat Approval**

1. Final Plat approval is issued by the County Attorney's Office after all items submitted to obtain final plat review (see Section O) are found to be in compliance with County regulations and the Florida Statutes. Conditional plat approval is prohibited.
2. Upon approval, the applicant is responsible for submission of at least two sets of appropriately executed mylars, an updated title opinion in accord with the County Attorney approval letter and the required recording fees.

**Q. Execution**

1. All signatures must be signed with black permanent waterproof ink.
2. Impression seals must be raised and clearly readable.
3. Ink print seals must be permanent black waterproof ink and clearly readable.
4. All seals for surveyors, notaries, banks, corporations, etc, must be placed within the sheet margins established for the plat. Seals must appear on the same page as the signature to which it relates.
5. *County Routing Order.*
  - a. County Professional Surveyor and Mapper
  - b. Director of Division of Development Services
  - c. Director of Community Development
  - d. County Attorney's Office
  - e. Chairman of the Board of County Commissioners
  - f. Clerk of Court

Exhibits:

- A. County Checklist for Property Owners Association Documents
- B. Performance Assurance Bond Form
- C. Letter of Credit Form
- D. Escrow Agreement Form

**EXHIBIT A**  
**Required**  
**COUNTY CHECKLIST**  
**for review of**

**Infrastructure Maintenance / Property Owner Association Documents**

Plat Name: \_\_\_\_\_  
Plat No. PLT \_\_\_\_\_ Development Order No.: \_\_\_\_\_

Checklist Prepared by: \_\_\_\_\_  
Business Phone No.: \_\_\_\_\_ Date Prepared: \_\_\_\_\_

**DIRECTIONS:**

From the County perspective, the purpose of the Property Owners Association Documents is to provide for the maintenance of all infrastructure necessary to the proper functioning of the development approved for construction under County regulations. For purposes of this review, infrastructure includes, but is not limited to, drainage easements, roads, landscaping, utility easements, open space, development signs, conservation areas/easements, preservation areas/easements, common areas, lighting, recreational areas, golf course areas, lakes, and the surface water management system.

**A final plat will not be approved by the County unless the developer establishes that all elements of the infrastructure will be maintained in accordance with applicable regulations, permits and approvals.** Maintenance can be accomplished through the coordinated efforts of more than one entity. However, the entity responsible must be specifically identified and have the required power and authority to carry out the maintenance over the life of the development. In general, the entity that will be responsible for the maintenance of the infrastructure will be a Property Owners Association, duly incorporated under Florida Law, or, a Community Development District created in accordance with Florida Statutes Chapter 190. Please note, the developer and individual property owners are NOT proper entities for purposes of providing infrastructure maintenance.

If ownership or maintenance responsibilities are shared between entities (e.g., a master association and a neighborhood or community association, or CDD) the entity primarily responsible for the maintenance must be identified in the checklist. If more than one entity receives a dedicated interest in the same property (e.g., a drainage easement), then the respective maintenance responsibility must be clearly delineated in the documents providing the power and authority to maintain the subject infrastructure component.

This checklist is designed to expedite approval of your client's plat by precisely locating the pertinent provisions in the respective documents. A properly completed checklist must accompany the documents submitted for review and approval. A complete set of property owners documents includes: The Declaration, the Articles of Incorporation, and the Bylaws. Review will be delayed if a full set is not provided for review.

**Please Note:**

Developments within CDD's are encouraged to contact the County Attorney's Office for further direction prior to submission of this checklist as generally, a legally sufficient resolution from the CDD's Board of Supervisors will be required.



**Full Name of Responsible Entity**

Association Name (required): \_\_\_\_\_

Master Association Name (if applicable): \_\_\_\_\_

CDD Name (if applicable): \_\_\_\_\_

**Please identify the document and location of the provision that specifically addresses each item outlined below.**

Note: A full set of property owners documents must accompany the checklist. These include: Declaration, Articles of Incorporation and Bylaws.

	Document	Page	Article/Section
1.	establishes that the entity will exist in perpetuity.		
2.	provides the entity with the power and authority to: a. own and convey property, b. establish rules and regulations, c. assess members and enforce assessments, d. sue and be sued, and e. contract for services necessary to operate and maintain property dedicated to the entity and any corresponding infrastructure.		
3.	indicates that membership in the entity is comprised of <u>all</u> homeowners, lot owners, property owners or unit owners.		
4	For plats encompassing a golf course or golf course tracts, the provision establishing the owner/operator of a golf course as a member of the entity. If elements of the infrastructure, for example surface water management or roads, are included in the golf course, then the golf course property must be either be included as part of the property subject to the Declaration establishing maintenance responsibility or of the association documents applicable to the golf course property maintenance must be reviewed and approved prior to final plat approval.		
5.	establishes an initial effective period of at least 25 years, with automatic renewal periods thereafter.		

	Document	Page	Article/Section
6.	provides that in the event the entity is dissolved, the dedicated property and corresponding infrastructure will be conveyed or dedicated to a similar non-profit organization or entity to assure continued maintenance and operation.		
7.	establishes that the entity receiving the dedicated interest in the tract or easement has the power, authority and responsibility for maintenance and operation of:		
	a. the surface/storm water management system, including dedicated lake tracts, lake maintenance or drainage easements, and corresponding infrastructure.		
	b. rights-of-way, roads, street or access easements.		
	c. utility easements/tracts or facilities.		
	d. conservation or preservation easements/areas.		
	e. common landscape areas.		
	f. recreational areas.		
	g. common areas.		
	requires any amendment to the Declaration that will affect the water management portions of common areas must receive prior approval from South Florida Water Management District.		
	provides a method of assessing and collecting assessments for maintenance and operation of dedicated property and corresponding infrastructure.		
	grants individual property owners within the subdivision a meaningful legal right to take action against the responsible entity (ie. Association) to enforce the maintenance covenants.		

EXHIBIT B

**THIS IS A SAMPLE FORM.  
IT MUST BE RETYPED AND PRINTED ON ISSUING SURETY'S  
OFFICIAL BOND STATIONERY IN ORDER TO BE ACCEPTED BY  
LEE COUNTY.**

**PERFORMANCE ASSURANCE BOND**

**NO: \_\_\_\_\_**

Beneficiary: Lee County, a Political Subdivision of the State of Florida

D.O. #[XX-XX-XXX.XXX]

Expiration Date: [MM DD YY]

Project Name:

Developer/Applicant:

U.S. Funds \$[XX,XXX/XX]

KNOW ALL ME BY THESE PRESENTS that we,  [Name and Address of Developer/Applicant], ("Developer") and  [Name of surety company] a corporation certified to do business in the State of Florida as a surety insurer and duly organized under the laws of the State of  [State name], with its home office located at  [mailing address of home office] ("Surety") are held and firmly bound unto Lee County, a political subdivision of the State of Florida in the amount of \$ \_\_\_\_\_ USD.

NOW, THEREFORE, the Developer has agreed to complete certain improvements identified in the Project Engineer's Certified Cost Estimate attached as Exhibit A, and required as a condition of approval for the local development order identified above. If the Developer promptly completes the improvements required by the Development Order on or before the Estimated Date of Completion set forth in attached Exhibit A, then this obligation will be null and void; otherwise, it will remain in full force and effect, subject only to the following conditions:

1. If the improvements are not complete by the Estimated Date of Completion set forth in Exhibit A, the amount of this Bond will automatically increase by 10 percent compounded annually, for each year the Bond remains in effect.
2. Partial releases of the aggregate face value of this Bond will only be permitted when accompanied by written approval from the Office of the County Administrator verifying completion of a portion of the improvements. The effect of partial releases will be to reduce the face value of this Bond. No other terms will be effected or altered.
3. If the Developer fails to complete the required improvements in accordance with the Development Order, applicable regulations and this agreement, the Surety must, upon written demand by the County, promptly pay over to the County the unreleased portion of the Bond so that the County, or its agent, can complete the unfinished improvements in accordance with the terms and conditions of the Development Order.
4. The County may make a demand for payment by the Surety at the following Florida address: \_\_\_\_\_

[Name entity, physical address in Florida and valid contact telephone number] .

5. Action in response to Lee County's request for payment must be completed within three business days after the demand for payment is made at the location identified above.
6. No right of action will accrue on this Bond to or for the use of any person or entity other than Lee County.
7. The Surety waives prior notice of any alteration or extension of time for completion of the improvements that may be permitted or made by Lee County.

#### **EXECUTION REQUIREMENTS**

1. **Developer Execution.** This Bond must be executed by the Developer as follows:
  - a. If a Sole owner, Partner or Trustee, in accordance with Execution Example A.
  - b. If a Corporation, in accordance with Execution Example B.
2. **Surety Endorsement.** The Surety must endorse the Bond as indicated on Execution Example C.
3. **Affidavit of Authority .** The Surety must provide evidence of the Authority to execute the Bond by providing either:
  - a. An original notarized affidavit indicating the signing party has appropriate authority to execute the Bond on behalf of the insuring entity. See Evidence of Authority Example.
  - OR**
  - b. An original power of attorney must be attached to the Bond. This power of attorney must be imprinted with the appropriate Surety company's corporate seal.
4. **Cost Estimate.** A copy of the approved Project Engineer's Certified Cost Estimate, including the estimated date of completion, must be attached to the Bond.
5. **Direction.** Directions with respect to creation and execution of this sample are provided to aid in proper execution. They should not be reproduced in the official Bond submitted to the County for review and approval.

8. The venue for any action under this Bond is Lee County, Florida. Florida law will control any action taken under the terms of this Bond.

**EXECUTION EXAMPLE A**

Name of Developer  
Address  
City, State and Zip Code

\_\_\_\_\_  
1<sup>st</sup> Witness Signature

By:

\_\_\_\_\_  
[Authorized Signature]

\_\_\_\_\_  
1<sup>st</sup> Witness Printed Name

\_\_\_\_\_  
[Printed Name]  
Owner, Partner, Trustee

\_\_\_\_\_  
2<sup>nd</sup> Witness Signature

\_\_\_\_\_  
2<sup>nd</sup> Witness Printed Name

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The forgoing instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ [name of Developer] \_\_\_\_\_, \_\_\_\_\_ [Title if appropriate] \_\_\_\_\_. He/She is personally known to me or has produced the following identification \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**EXECUTION EXAMPLE B**

Name of Developer  
Street Address  
City, State and Zip Code

[Affix Bank Seal Here]  
**[Bank Seal Required]**

By: \_\_\_\_\_  
[Authorized Signature]

[Title of Officer]  
**[Must be the Bank President, any Vice President, or Chief Executive Officer]**

**OR**

Name of Developer  
Address  
City, State and Zip Code

\_\_\_\_\_  
1<sup>st</sup> Witness Signature

By: \_\_\_\_\_  
[Authorized Signature]

\_\_\_\_\_  
1<sup>st</sup> Witness Printed Name

\_\_\_\_\_  
[Printed Name]  
Owner, Partner, Trustee

\_\_\_\_\_  
2<sup>nd</sup> Witness Signature

\_\_\_\_\_  
2<sup>nd</sup> Witness Printed Name

**ACKNOWLEDGMENT**

STATE OF  
COUNTY OF

The forgoing instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ [name of corporate officer] \_\_\_\_\_, \_\_\_\_\_ [Title of officer] \_\_\_\_\_ on behalf of \_\_\_\_\_ [name of Corporation] \_\_\_\_\_. He/She is personally known to me or has produced the following identification \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**EXECUTION EXAMPLE C**  
**SURETY ENDORSEMENT**

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Surety Agent Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Affix Surety  
Corporate Seal

**EVIDENCE OF AUTHORITY EXAMPLE**

**PERFORMANCE ASSURANCE BOND  
EVIDENCE OF AUTHORITY**

DATED: \_\_\_\_\_

This document certifies that \_\_\_\_\_ (Name of Surety Officer or Agent signing Performance Bond)  
\_\_\_\_\_, (Title of Surety or Agent) for \_\_\_\_\_ (Name of Surety), has the necessary authority to  
execute Performance Assurance Bond Number \_\_\_\_\_, in the amount of \$ \_\_\_\_\_  
USD issued on \_\_\_\_\_ (Date issued) for the benefit of Lee County, Florida, Board of County  
Commissioners and under the account of \_\_\_\_\_ (Developer/Applicant).

Surety Corporate Seal

Surety Name

BY: \_\_\_\_\_  
[Signature of Surety officer]  
[Typed Name and Title]

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The forgoing instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ [name of  
surety officer] \_\_\_\_\_, \_\_\_\_\_ [Title of officer] \_\_\_\_\_ on behalf of \_\_\_\_\_ [name of insurer] \_\_\_\_\_. He/She is  
personally known to me or has produced the following identification \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**THIS PAGE COMPLETED BY LEE COUNTY OFFICIALS**

---

COUNTY MANAGER ON BEHALF OF THE  
BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

By: \_\_\_\_\_  
County Manager

The foregoing Agreement is approved and accepted by, for and on behalf of Lee County, Florida, this \_  
\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

ATTEST:  
CHARLIE GREEN, COURT CLERK

By: \_\_\_\_\_  
Deputy Clerk Signature

AFFIX  
CLERK'S SEAL  
HERE

APPROVED AS TO FORM:

By: \_\_\_\_\_  
County Attorney's Office



EXHIBIT C

**THIS IS A SAMPLE FORM.  
IT MUST BE RETYPED AND PRINTED ON ISSUING BANK'S  
OFFICIAL BOND STATIONERY IN ORDER TO BE ACCEPTED BY  
LEE COUNTY.**

**IRREVOCABLE  
STANDBY LETTER OF CREDIT  
NO: \_\_\_\_\_**

Beneficiary: Lee County, a Political Subdivision of the State of Florida

D.O. #[XX-XX-XXX.XXX]

Expiration Date: [MM DD YY]

Project Name:

Developer/Applicant:

U.S. Funds \$[XX,XXX/XX]

1. We hereby open Irrevocable Standby Letter of Credit # \_\_\_\_\_ in favor of Lee County in the aggregate amount not to exceed \$ \_\_\_\_\_ USD. This amount represents 110% of the estimated costs necessary to complete/construct improvements approved under Lee County Development Order # \_\_\_\_\_ for [project name] as reflected in the attached "Project Engineer's Certified Cost Estimate of Improvements".
2. The funds are payable to Lee County at sight when accompanied by the following:
  - a. The original letter of credit and any amendments approved by Lee County.
  - b. A document, executed by an authorized representative of the Board of County Commissioners of Lee County, Florida, stating:

The Developer/Applicant has failed to construct the improvements identified in the attached Cost Estimate in accordance with the terms and conditions of Lee County Development Order # \_\_\_\_\_.  
As a result of this default, Lee County requests a draw under Letter of Credit # \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ USD.
3. All sight drafts drawn under this Letter must bear upon their face the words: "DRAWN UNDER \_\_\_\_\_ [Name of Bank] \_\_\_\_\_ IRREVOCABLE STANDBY LETTER OF CREDIT # \_\_\_\_\_ ISSUED TO LEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA." Any partial amounts drawn under this Letter will be endorsed on its reverse side by the negotiating, issuing, confirming or honoring bank.

4. Presentation and payment under this Letter of Credit is restricted to the following location in Lee County, Florida: [name entity, physical address in Lee County and valid contact telephone number].
5. Action, whether payment or dishonor, in response to Lee County's request for a sight draft must be completed within three business days after the Letter is presented at the location identified above.
6. It is a condition of this Letter that the reasons for dishonor will be clearly explained in writing by the dishonoring party within three business days after the Letter is presented at the location identified above.
7. This Letter will expire on [MM DD YY], which is at least 30 days after the Estimated Completion Date stated in the Project Engineer's Certified Cost Estimate unless extended as provided herein.
8. The term of this Letter will be automatically extended without amendment for successive one year periods; and, the aggregate amount of the face value of this Letter is to be automatically increased, without amendment, in the amount of 10% compounded for each annual renewal unless, not less than 60 days prior to the then-relevant expiration date, we notify you by Registered Mail at the address and in the manner set forth below, that we elect not to extend this Letter for any additional period or in any additional amount:

Lee County  
c/o Development Services Division  
P.O. Box 398  
Fort Myers, Florida 33902-0398  
Notice: Expiration of Letter of Credit

9. Partial releases of the aggregate face value of the Letter will only be permitted when accompanied by written approval from the Office of County Administrator verifying completion of a portion of the improvements. The effect of partial releases will be to reduce the face value of this Letter. No other terms will be affected or altered.
10. This Letter of Credit is subject to the "Uniform Customs and Practice for Documentary Credits," International Chamber of Commerce Publication No. 500 (1993) revision, and to the provisions of Florida law. If a conflict between the Uniform Customs and Practice for Documentary Credits and Florida law should arise, then Florida law will prevail. If a conflict between the law of another State or country and Florida law should arise, then Florida law will prevail.
11. Florida law will control any action taken under this Letter.
12. The venue for any action under this Letter of Credit is Lee County, Florida.
13. This Letter sets forth in full the terms of our undertaking, and may not be modified.

## **EXECUTION REQUIREMENTS**

1. **Execution.** The Letter of Credit must be executed as follows:
  - a. The Letter of Credit must be signed by either the Bank President, any Vice President or the Bank's Chief Executive Officer **and** sealed with the Bank's corporate seal (See bank execution example),  
  
**OR**
  - b. The Letter of Credit must be signed by either the Bank President, any Vice President or the Bank's Chief Executive Officer **and** two subscribing witnesses (See bank execution example);  
  
**AND**
  - c. Evidence of Authority to execute the Letter of Credit must be provided. Acceptable proof of authority is an original notarized affidavit indicating the signing party has appropriate authority to execute the Letter on behalf of the bank. (See evidence of authority example.)
2. **Cost Estimate.** A copy of the approved Engineer's Certified Cost Estimate, including the estimated date of completion, must be attached to the Letter.
3. **Directions.** Directions with respect to creation and execution of this sample are provided to aid in proper execution. They should not be reproduced in the official letter of credit submitted to the County for review and approval.

**BANK EXECUTION EXAMPLE**

Name of Bank

[Affix Bank Seal Here]  
**[Bank Seal Required]**

By: \_\_\_\_\_  
[Authorized Signature]

\_\_\_\_\_  
[Title of Officer]  
**[Must be the Bank President, any Vice President, or Chief Executive Officer]**

\_\_\_\_\_  
[Type of Print Name]  
[Bank Name & Mailing Address]

**OR**

Name of Bank

\_\_\_\_\_  
1<sup>st</sup> Witness Signature

By: \_\_\_\_\_  
[Authorized Signature]

\_\_\_\_\_  
1<sup>st</sup> Witness Printed Name

\_\_\_\_\_  
[Title of Officer]  
**[Must be the Bank President, any Vice President, or Chief Executive Officer]**

\_\_\_\_\_  
2<sup>nd</sup> Witness Signature

\_\_\_\_\_  
[Type or Print Name]  
[Bank Name & Mailing Address]

\_\_\_\_\_  
2<sup>nd</sup> Witness Printed Name

**EVIDENCE OF AUTHORITY EXAMPLE**

**IRREVOCABLE BANK LETTER OF CREDIT  
EVIDENCE OF AUTHORITY**

DATED: \_\_\_\_\_

This document certifies that  (Name of Bank Officer or Agent signing Letter of Credit) ,  (Title of Bank Officer or Agent)  for  (Name of Bank) , has the necessary authority to execute Irrevocable Standby Letter of Credit Number \_\_\_\_\_, in the amount of \$ \_\_\_\_\_ USD issued on \_\_\_\_\_ (Date LOC issued) for the benefit of Lee County, Florida, Board of County Commissioners and under the account of  (Developer/Applicant) .

BANK SEAL

BANK NAME: \_\_\_\_\_

BY: \_\_\_\_\_  
[Signature of bank officer]

\_\_\_\_\_  
[Typed Name]

\_\_\_\_\_  
[Title]

**ACKNOWLEDGMENT**

STATE OF  
COUNTY OF

The forgoing instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  [name of bank officer] ,  [Title of officer]  on behalf of  [name of bank] . He/She is personally known to me or has produced the following identification \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**THIS PAGE COMPLETED BY LEE COUNTY OFFICIALS**

---

COUNTY MANAGER ON BEHALF OF THE  
BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

By: \_\_\_\_\_  
County Manager

The foregoing Agreement is approved and accepted by, for and on behalf of Lee County, Florida, this \_  
\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

ATTEST:  
CHARLIE GREEN, COURT CLERK

By: \_\_\_\_\_  
Deputy Clerk Signature

AFFIX  
CLERK'S SEAL  
HERE

APPROVED AS TO FORM:

By: \_\_\_\_\_  
County Attorney's Office

EXHIBIT D

**THIS IS A SAMPLE FORM.  
IT MUST BE RETYPED AND PRINTED ON ESCROW AGENT'S  
OFFICIAL BOND STATIONERY IN ORDER TO BE ACCEPTED BY  
LEE COUNTY.**

**ESCROW AGREEMENT**

D.O. #[XX-XX-XXX.XXX]

Date Created: [MM DD YY]

Project Name:

Developer/Company Name:

Developer Mailing Address:

Escrow Agent Name:

Escrow Agent Mailing Address:

Amount of Initial Escrow Fund Deposit (U.S. Funds): \$[XX,XXX.XX]

Account Number and Name:

Estimated Completion Date of Improvements: [MM DD YY]

WHEREAS, \_\_\_\_\_ [Developer/Company Name], ("Developer,") has made application to Lee County, a political subdivision of the State of Florida, ("County,") for approval of a proposed development located in Lee County, Florida, under the above-referenced Development Order; and

WHEREAS, the Developer, as a condition precedent to initiating construction of the development must provide Assurance for Completion of certain required development improvements described in the Project Engineer's Certified Cost Estimate of Improvements (Improvements) attached as Exhibit "A"; and

WHEREAS, the Land Development Code requires that 110% of the Project Engineer's Certified Cost Estimate of Improvements be placed into and held in escrow, and that on or before each anniversary of this agreement, the total amount of funds deposited into escrow will be increased by ten percent (10%) compounded annually; and that in the event that the required improvements have not been certified complete by the County prior to the Estimated Date of Completion or any extension therefrom, the escrowed funds may be paid to the County for use in completing the required improvements.

NOW, THEREFORE, in consideration of these recitals the undersigned parties agree that the Escrow Agent holds the Developer's escrow funds, for the benefit of the County, as assurance for the completion of the required improvements.

The parties agree that if the Developer: (1) complies with the terms and conditions of the Development Order; (2) completes the improvements in the Project Engineer's Certified Cost Estimate; and (3) indemnifies, saves and holds the County harmless against or from all claims, costs, expenses, damages, injury or loss, including engineering, legal and contingent costs that the County may sustain on account of the Developer's failure to carry out all of the provisions of the Land Development Code and Development Order; the County will authorize the release of the escrow funds to the Developer. Once a Certificate of Compliance covering the required improvements is issued by the County, this Escrow Agreement will be null and void. Otherwise, this Escrow Agreement remains in effect. If the Developer

fails to complete the improvements as required by the development order and in accordance with this agreement, the Escrow Agent will, upon written demand, release the escrowed funds to the County for the construction of the required improvements. The County may make its demand upon the escrow agent at the following Florida address: \_\_\_\_\_

The parties agree that the Escrow Agent will hold the escrowed amount for the benefit of the County. The Escrow Agent may release and disburse all or a portion of the escrowed funds to the Developer after issuance of a Certificate of Compliance and upon written approval from the County Administrator.

The parties agree that the: (1) initial escrowed amount is one hundred and ten percent (110%) of the Project Engineer's Certified Cost Estimate of Improvements; (2) developer will deposit funds sufficient to increase the escrowed amount by 10% annually, for each year the improvements remain incomplete beginning from the date of this agreement; (3) Escrow Agent will notify the Developer and the County, in writing, at least sixty (60) days prior to each anniversary of this Agreement, that the additional escrowed amounts are due to be deposited and, upon Developer's deposit of the required funds, provide written confirmation of deposit to the County.

The parties agree that the Escrow Agent will not be liable to the Developer for disbursement of escrow funds to the County upon an improper demand by the County, so long as the Escrow Agent acts in good faith. The sole obligation of the Escrow Agent is to honor the terms and conditions of this Escrow Agreement.

The Escrow Agent waives notice of any changes or extensions of time, requested by Developer or granted by the County, except as set forth above. The responsibility of the Escrow Agent will be discharged when it disburses all of the escrowed funds following demand by the County or upon receipt of the County's written approval and release.

- | EXECUTION REQUIREMENTS |  |
|------------------------|--|
| 1.                     | <b>Developer Execution.</b> This Escrow Agreement must be executed by the Developer as follows:<br>a. If a Sole owner, Partner or Trustee, in accordance with Execution Example A.<br>b. If a Corporation, in accordance with Execution Example B. |
| 2.                     | <b>Agent Execution.</b> The Agent must execute and endorse the Agreement as indicated on Execution Example C.  |
| 3.                     | <b>Cost Estimate.</b> A copy of the approved Project Engineer's Certified Cost Estimate, including the estimated date of completion, must be attached to the Bond.   |
| 4.                     | <b>Direction.</b> Directions with respect to creation and execution of this sample are provided to aid in proper execution. They should not be reproduced in the official Bond submitted to the County for review and approval.                    |



**EXECUTION EXAMPLE A**

Name of Owner/Developer  
Address  
City, State and Zip Code

\_\_\_\_\_  
1<sup>st</sup> Witness Signature

By: \_\_\_\_\_  
[Authorized Signature]

\_\_\_\_\_  
1<sup>st</sup> Witness Printed Name

\_\_\_\_\_  
[Printed Name]  
Owner, Partner, Trustee

\_\_\_\_\_  
2<sup>nd</sup> Witness Signature

\_\_\_\_\_  
2<sup>nd</sup> Witness Printed Name

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The forgoing instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by name of Owner \_\_\_\_\_, \_\_\_\_\_ [Title if appropriate] \_\_\_\_\_. He/She is personally known to me or has produced the following identification \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**EXECUTION EXAMPLE B**

Name of Developer  
Street Address  
City, State and Zip Code

[Affix Bank Seal Here]  
**[Bank Seal Required]**

By: \_\_\_\_\_  
[Authorized Signature]

[Title of Officer]  
**[Must be the Bank President, any Vice President, or Chief Executive Officer]**

**OR**

Name of Developer  
Address  
City, State and Zip Code

\_\_\_\_\_  
1<sup>st</sup> Witness Signature

By: \_\_\_\_\_  
[Authorized Signature]

\_\_\_\_\_  
1<sup>st</sup> Witness Printed Name

\_\_\_\_\_  
[Printed Name]  
Owner, Partner, Trustee

\_\_\_\_\_  
2<sup>nd</sup> Witness Signature

\_\_\_\_\_  
2<sup>nd</sup> Witness Printed Name

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The forgoing instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ [name of corporate officer] \_\_\_\_\_, \_\_\_\_\_ [Title of officer] \_\_\_\_\_ on behalf of \_\_\_\_\_ [name of Corporation] \_\_\_\_\_. He/She is personally known to me or has produced the following identification \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**EXECUTION EXAMPLE C**  
**ESCROW AGENT ENDORSEMENT**  
**EVIDENCE OF AUTHORITY**

DATED: \_\_\_\_\_

This document certifies that \_\_\_\_\_ (Name of Escrow Agent signing Agreement), has the necessary authority to enter into Escrow Agreements on behalf of [Developer Name] and currently holds \$ \_\_\_\_\_ USD, representing the initial escrow amount, in escrow for the benefit of Lee County, Florida.

\_\_\_\_\_  
Witness Signature

Escrow Agent  
Address  
City, State and Zip Code

\_\_\_\_\_  
Printed Name

BY: \_\_\_\_\_  
[Signature of Surety officer]  
[Typed Name and Title]

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The forgoing instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ [name of Escrow Agent] \_\_\_\_\_, [Title if applicable] \_\_\_\_\_. He/She is personally known to me or has produced the following identification \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**THIS PAGE COMPLETED BY LEE COUNTY OFFICIALS**

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COUNTY MANAGER ON BEHALF OF THE  
BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

By: \_\_\_\_\_  
County Manager

The foregoing Agreement is approved and accepted by, for and on behalf of Lee County, Florida, this \_  
\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

ATTEST:  
CHARLIE GREEN, COURT CLERK

By: \_\_\_\_\_  
Deputy Clerk Signature

AFFIX  
CLERK'S SEAL  
HERE

APPROVED AS TO FORM:

By: \_\_\_\_\_  
County Attorney's Office

LEE COUNTY RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS RELATING TO AMENDMENTS TO THE LEE COUNTY ADMINISTRATIVE CODE AS ADOPTED BY LEE COUNTY ORDINANCE NO. 97-23; PROVIDING FOR APPROVAL OF CERTAIN AMENDMENTS TO THE LEE COUNTY ADMINISTRATIVE CODE (TECHNICAL REQUIREMENTS FOR PLAT APPROVAL); PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Board of County Commissioners is the governing body in and for Lee County, a political subdivision of the State of Florida; and,

WHEREAS, the Board of County Commissioners has previously enacted Lee County Ordinance No. 96-01, creating a charter form of government for Lee County pursuant to Section 125.80, Florida Statutes, and which was approved and ratified by the Electorate of Lee County on November 5, 1996; and,

WHEREAS, the Board of County Commissioners has previously enacted Lee County Ordinance No. 97-23, which adopted the Lee County Administrative Code pursuant to Section 2.2.E. of Ordinance No. 96-01, the Lee County Charter; and,

WHEREAS, Lee County Ordinance No. 97-23 at Section III allows for amendments to the Lee County Administrative Code to be made by Resolution of the Board of County Commissioners at a regularly scheduled Board of County Commissioners' meeting; and,

WHEREAS, certain amendments to the Lee County Administrative Code are now proposed, specifically to include a code establishing the technical requirements for plat approval. The Board of County Commissioners finds that the proposed addition to the Lee

County Administrative Code is acceptable, serves a public purpose, and is consistent with the terms and conditions of Lee County Ordinance No. 96-01, the Lee County Charter.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS that:

1. The above preamble is hereby accepted and approved as true and accurate, and is adopted and incorporated herein as if set out further at length.
2. The proposed amendment to the Lee County Administrative Code is to include a new code addressing the technical requirements for plat approval (attached hereto as Exhibit "A"). The proposed amendment to incorporate these code provisions into the County Administrative Code is approved and is hereby directed to be incorporated into the Lee County Administrative Code as indicated in the amendment.
3. The provisions of this Resolution are severable, and it is the intention to confer to the whole or any part of this Resolution, the powers herein provided for. If any provision of this Resolution is held unconstitutional by any court of competent jurisdiction, the decision of the court will not affect or impair the remaining provisions of this Resolution. It is hereby declared to be the Board's legislative intent that this Resolution would have been adopted had such an unconstitutional provision not been included herein.
4. This Resolution will become effective immediately upon its adoption by the Board of County Commissioners.

The foregoing Resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_, and, being put to a vote, the vote was as follows:

ROBERT P. JANES  
DOUGLAS R. ST. CERNY  
RAY JUDAH  
TAMMY HALL  
JOHN E. ALBION

DULY PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2005.

ATTEST:  
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chairman

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Dawn E. Perry-Lehnert  
Office of the County Attorney