

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

Blue Sheet No. 20031331

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Consider executing a development agreement with the owners and developers of the Gulf Coast Town Center DRI that will govern the mitigation of the transportation impacts of the DRI. Direct to second public hearing on December 9, 2003, at 9:30 a.m., or as soon thereafter as may be heard.

**WHY ACTION IS NECESSARY:** Florida Statutes requires at least two public hearings before a local government enters into a development agreement.

**WHAT ACTION ACCOMPLISHES:** Finalizes the terms and conditions of the mitigation of transportation impacts for the Gulf Coast Town Center.

**2. DEPARTMENTAL CATEGORY:**  
COMMISSION DISTRICT # 9:30 #1

**3. MEETING DATE:**  
11-25-2003

**4. AGENDA:**

CONSENT

ADMINISTRATIVE

APPEALS

PUBLIC

WALK ON

**TIME REQUIRED:**

**5. REQUIREMENT/PURPOSE:**  
(Specify)

STATUTE 163.3220

ORDINANCE \_\_\_\_\_

ADMIN. CODE \_\_\_\_\_

OTHER \_\_\_\_\_

**6. REQUESTOR OF INFORMATION:**

**A. COMMISSIONER** \_\_\_\_\_

**B. DEPARTMENT** County Attorney

**C. DIVISION** Land Use

**BY:** Donna Marie Collins  
Donna Marie Collins  
Assistant County Attorney

**7. BACKGROUND:**

The Florida Legislature adopted the Florida Local Government Development Agreement Act to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic costs of development.

Lee County and the owners and developers of the Gulf Coast Town Center (GCTC) DRI propose to enter into the attached development agreement. The agreement outlines the protocol for the mitigation of the transportation impacts of the GCTC DRI.

Attachment: Draft Development Agreement for GCTC DRI

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
				<i>Sumathy</i>	OA	OM	RISK	GC	<i>11-13-03</i>
				<i>June</i>	<i>RK 11/10</i>	<i>11/12/03</i>	<i>11/12/03</i>	<i>11/12/03</i>	

**10. COMMISSION ACTION:**

APPROVED

DENIED

DEFERRED

OTHER

CO. ATTY.  
FORWARDED TO:  
CO. ADMIN.  
11-10-03 2:45

RECEIVED BY  
COUNTY ADMIN: *RK*  
11/10/03  
4:00 pm *SLT*  
COUNTY ADMIN  
FORWARDED TO: *DS*  
11/10/03

## **GULF COAST TOWN CENTER DRI DEVELOPMENT AGREEMENT**

The following agreement is between JG Fort Myers, LLC, hereinafter referred to as the "Developer" and University Club Apartments/Gulf Coast, LLC, a Florida Limited Liability Company, and Alico-Agri, Ltd., a Florida Limited Partnership, and Lee County, a political subdivision of the State of Florida, hereinafter referred to as "County".

### **ARTICLE I. RECITATIONS**

- A. The Developer (JG Fort Myers, LLC) is developing a project known as the Gulf Coast Town Center (GCTC) Development of Regional Impact (DRI) approved by the Lee County Board of County Commissioners on November 1, 2000. GCTC DRI Development Order authorizes the development of 600 dwelling units, 250 hotel rooms, 1,836,000 square feet of gross retail floor area and 80,000 square feet of office gross floor area use in one phase. The development order contemplates buildout of the development parameters by December 31, 2005.
- B. Transportation conditions of approval set forth in the GCTC DRI Development Order present three mitigation options. Option 2 of the three mitigation options requires all development, except the retail component to pay the impact fees in effect at the time of building permit issuance. Option 2 requires a cash payment of \$8,442,819.00 in year 2000 dollars in two equal installments. Option 3 of the three mitigation options requires the Developer to enter into a Development Agreement setting forth the details of payment of the proportionate share obligation intended to mitigate the project's traffic impacts based on the development parameters approved in the DRI Development Order.
- C. The terms set forth in this agreement are to be defined consistent with the definitions set forth in the Lee County Comprehensive Land Use Plan and the Land Development Code. The plain meaning will control the definition of words and terms not otherwise defined in those documents.
- D. Lee County conducted two public hearings prior to the adoption of this agreement. Both public hearings were properly noticed by publication in the News Press and by mailed notice to the affected property owners in accordance with Florida Statutes Section 163.3225(2).

NOW THEREFORE, for and in consideration of the terms set forth below, the parties to this development agreement agree to the following:

## **ARTICLE II. DESCRIPTION OF THE PROJECT**

### **A. PROPERTY SUBJECT TO THIS AGREEMENT.**

The property subject to this agreement consists of 244± acres within a project commonly known as the Gulf Coast Town Center Development of Regional Impact. The property is legally described in Exhibit A.

### **B. OWNERSHIP.**

Agri Insurance Company, Ltd., is the owner or authorized agent for 204 acres of the property. University Club Apartments/Gulf Coast, LLC, is the owner or authorized agent of 40 acres of the property (residential area). All references herein to the Developer is understood to mean JG Fort Myers, LLC, or their successors or assigns.

### **C. FUTURE LAND USE DESIGNATION.**

The future land use designation for the property is University Community, University Village Interchange and Wetlands. Development of the property has been approved pursuant to the GCTC DRI Development Order adopted on November 1, 2000.

### **D. ZONING DISTRICT DESIGNATION.**

The zoning designation of the property is Mixed Use Planned Development (MPD). The property was rezoned on November 1, 2000 by the Board of Lee County Commissioners. The governing zoning resolution is Z-00-024.

### **E. DRI DEVELOPMENT ORDER.**

The 244±-acre parcel is subject to a Development of Regional Impact Development Order approved by the Lee County Board of County Commissioners at a public hearing held on November 1, 2000. The Notice of Adoption of the DRI Development Order is located at OR Book 03355, Pages 0389 through 0393. The DRI Development Order is a public record on file with Lee County, Southwest Florida Regional Planning Council, and the Florida Department of Community Affairs. (Case No. DCI 960994, DRI 960993, and DRI Development Order 08-9798-144.) This Development Agreement does not supercede the DRI Development Order; rather, it sets forth the timing and method of payment of the transportation proportionate share assessment.

### **F. PARAMETERS OF DEVELOPMENT**

GCTC DRI Development Order approves a total of 600 dwelling units, 250 hotel rooms, 270,000 square feet (gfa) of community retail, 1,381,765 square feet (gla) of regional retail center (1,566,000 gfa), 80,000 square feet of office (gfa), of which up to 40,000 square feet may be medical office (gfa), with a buildout in year 2005. The use and densities of the project are summarized in Exhibit B. Maximum height of development within the 244±-acre parcel is as follows:

Commercial (Office or Retail) - 45 feet  
Commercial Accessory Structures - 45 feet  
Hotel - 75 feet  
Residential - 45 feet

#### **G. CONCEPTUAL MASTER PLAN.**

The parties agree that the master plan of development (Map H) for the GCTC DRI is consistent with the Lee Plan. In addition, the parties find that the master plan of development is consistent with local land development regulations.

#### **H. PUBLIC FACILITIES.**

The GCTC DRI will receive water and sanitary sewer service from Lee County Utilities. Fire control and rescue services will be provided by the San Carlos Park Fire Protection and Rescue Service District.

#### **I. RESERVATION, DEDICATION, OR CONVEYANCE OF LAND**

This agreement sets forth all proposed reservations, dedications, or conveyances of land within the project for traffic purposes. If other right-of-way dedications are subsequently required by Lee County, the parties must amend this Development Agreement to reference those dedications.

#### **J. COUNTY DEVELOPMENT PERMITS AND ORDERS.**

The following is a list of the development approvals that have been granted to date and may be required to accommodate development of the 244±-acre portion of the DRI:

1. GCTC DRI Development Order #08-9798-144;
2. Gulf Coast Town Center MPD Zoning Resolution, Case No. DCI960994, DRI960993.
3. DOS2003-00104 (Residential Component)
4. Administrative Amendment #(PD)ADD2003-0095) Project Announcement Signs

#### **K. PROJECT PHASING.**

It is anticipated that the majority of GCTC DRI will be constructed in one phase with project Buildout on December 31, 2005.

### **ARTICLE III. TERMS OF THE AGREEMENT**

#### **A. DEVELOPER RESPONSIBILITIES**

##### **1. GENERAL**

- a) The proportionate share obligation of this DRI is \$10,257,039 in year 2000 dollars. The proportionate share was derived from the Project's anticipated transportation impacts based on the development parameters set forth in Exhibit B.
- b) A significant change in the approved uses or mix of uses will require a re-evaluation of the DRI transportation impacts. A significant change is one that would increase the external project traffic by 5% or more or that would change the projected distribution and assignment of project traffic so as to result in a net increase in road miles of significantly and adversely impacted road links.
- c) If the Developer modifies the development parameters so as to reduce the density or intensity of development approved to date and also seeks a reduction in transportation mitigation, the Developer will file a Notice of Proposed Change to the GCTC DRI Development Order in accordance with Florida Statutes. In the event the Developer reduces the density or intensity of development approved to date, but does not seek a modification to the transportation mitigation outlined in the DRI Development Order, no Notice of Proposed Change will be necessary.

##### **2. PAYMENTS**

- a) Coincident with the first building permit for vertical construction of the regional mall, the Developer of the retail component will pay Lee County \$4,221,409.50 in year 2000 dollars as the first installment of the transportation proportionate share for the retail component of the DRI.

The Developer of the office and hotel components of the project will pay road impact fees in accordance with the impact fee schedule in effect at the time of building permit issuance.

- b) Twelve months after the first payment, or prior to the first certificate of occupancy for the retail center, whichever occurs first, the

Developer of the retail component will make a payment to Lee County of \$4,221,409.50 in year 2000 dollars in the form of cash, impact fee payments, credits, and offset against the proportionate share payment as described below.

The payment(s) will take the form of the following.

- 1) Widening of Ben Hill Griffin Parkway from four lanes to six lanes, including design, permitting, construction and other standard construction features from Alico Road to the south property line of the GCTC DRI. The widening will include a roadway transition to four lanes. The entire length of the transition will occur south of the southern project entrance. The transition geometry, signing and marking will be based on FDOT roadway and traffic design standards. The pavement will be widened to three lanes (to a full lane width) in each direction through the entire length of the transition. The roadway signs and markings will direct vehicles through the transition. The southern end of the transition will be located approximately one-quarter mile south of the southern project entrance. The design plans must conform to County standards and must be submitted to Lee County DOT staff for review and approval at the 30%, 60%, 90%, and 100% stages.
- 2) The cost of design and construction of the Ben Hill Griffin Parkway widening described above will be estimated by the developer. The estimate must be reviewed and approved by Lee County DOT prior to the initiation of design, permitting or construction. The actual cost will be established through the review of invoices for the work performed once the roadway is completed and accepted for maintenance. The actual cost will be verified by Lee County. All site related improvements and improvements performed at the option of the Developer that are not part of a typical County roadway widening may not be included in the estimate or deducted from the payment. Items not eligible for credit/offset will be identified by DOT during the evaluation of the estimates, if possible.
- 3) The actual cost of widening will be established when the road is complete based on the invoices for work performed. Actual cost will exclude site related improvements and improvements performed at the option of the Developer that are not part of a typical County roadway widening effort. The value of construction eligible for offset against the payment will be calculated on the actual cost to widen the roadway to six lanes, without additional site-related improvements or quantity

increases at the option of the developer. The value eligible for offset will be determined based on the bid construction contract. The amount may be based on structuring the bid items to separately identify quantities and unit prices for additional improvements, or a tabulation based on one overall bid. The tabulation will consist of the increase or decrease in effected pay item quantities resulting from the site-related improvements multiplied by the actual unit costs for each pay item in the six laning.

Actual costs will be deducted from the second installment of the transportation proportionate share assessment if the roadway is complete and accepted for maintenance prior to the date the second installment must be made to the County.

If the roadway improvements are not completed and accepted for maintenance before the second payment is due, then there will be no offset to the amount of the second installment. In that instance, the final cost accounting will occur when the roadway improvements are complete and accepted for maintenance. The County will review the application for road maintenance and acceptance in a reasonable and timely fashion. The County will issue road impact fee credits to the Developer for the approved costs in accordance with the Lee County Land Development Code.

- 4) The construction of Ben Hill Griffin Parkway will be conducted coincident with the construction of the Retail Center and will be substantially complete within 18 months from the initiation of construction, barring unforeseen actions or occurrences. The County will not issue a final certificate of occupancy for the first building permit on the regional retail center building(s) until the second installment has been paid in full.
- c) The Developer will be able to obtain building permits for up to \$1,000,000 in roads impact fees for non-regional mall uses prior to the first cash payment. Roads impact fees paid will be offset against the second installment of the transportation proportionate share assessment.
- d) Prior to payment of the first installment of the transportation proportionate share, the Developer will have the right to terminate this Development Agreement and utilize traffic mitigation Option 1 or Option 2 as described in the DRI Development Order. Developer must provide written notice of this election to the county. The project

will then be subject to the County's concurrency management regulations as outlined in each of those options.

### **3. CREDITS**

Offsets against the proportionate share obligation will only be provided for capital improvements that are identified as eligible for offset in this agreement. Capital improvements include right-of-way, design, permitting and construction. If the Developer performs all or a portion of capital improvements not identified in this agreement, then the issue of whether it is appropriate to allow offset must be mutually agreed to by the Developer and Lee County.

### **4. IMPACT FEE PAYMENTS**

- a) The builders or contractors of the retail component of the project are not obligated to pay road impact fees. The payment of the proportionate share in accordance with this agreement addresses the impacts of the retail center on the transportation network, and is in lieu of the payment of road impact fees for that component of the DRI.
- b) When builders or the Developer apply for building permits for retail uses, Lee County will not issue building permits until the Developer provides notarized documentation from the Developer of GCTC, which states that credits have been granted to the applicant consistent with the sample statement attached as Exhibit C. Lee County will issue building permits for the type and amount of development authorized in the documentation. The Developer may assign the benefit of this agreement to a third party. Assignments must be in writing, with two witnesses, and notarized. The Developer must provide written evidence of assignment to Lee County. Specifically, it is understood that only the Developer, or its designee, is permitted to proceed through the building permit process for the regional retail center without paying impact fees.
- c) Builders or contractors of the residential, office and hotel components must pay road impact fees in accordance with the LDC in effect at the time of permitting. Pursuant to a private arrangement between the Developer and University Club Apartments/Gulf Coast, LLC, the Developers of the residential component must pay the higher of 1.25 times the roads impact fee in effect in the year 2000 or at the current rate.

### **5. FAILURE TO COMPLY WITH REQUIREMENTS**



- a) If the Developer fails to comply with the terms of this agreement after notice and an opportunity to cure the non-compliance, and the developer is in material default of the agreement, then the Developer shall lose concurrency vesting for the balance of the project.
- b) All notices required by this agreement must be provided in writing and sent by certified mail to:

James G. Yaeger, County Attorney  
Lee County  
2115 Second Street  
P. O. Box 398  
Fort Myers, FL 33902-0398

Frank P. Potestio, Jr., Managing Member  
University Club Apartments/Gulf Coast, LLC  
7995B Preserve Circle  
Naples, FL 34119

Dr. W. Bernard Lester, President, Alico, Inc.  
General Partner of Alico-Agri, Ltd.  
P. O. Box 338  
640 South Main Street  
LaBelle, FL 33935

Thomas P. Schmitz, Vice President  
JG Ft. Myers, LLC  
25425 Center Ridge Road  
Cleveland, OH 44145-4122

Notice of changes in the person authorized to receive notice must be sent to the authorized agent for the parties hereto in writing.

## **B. COUNTY RESPONSIBILITIES**

### **1. CASH PAYMENTS**

- a) Lee County agrees that all proportionate share payments will be used exclusively for the design, engineering, land acquisition, construction, and other related capital costs necessary for the completion of the road improvements set forth in Section II.C.1. of the GCTC Development of Regional Impact Development Order adopted by the Board of County Commissioners on November 1, 2000.

If the above improvements are constructed (all or in part) using other funds and portions of the GCTC payments remain after the above improvements are complete, it is agreed by both parties that Lee County may also use the money to make improvements to roadways that will directly benefit the improvements identified in the DRI Development Order.

- b) The parties acknowledge that pursuant to Section III.Q. of the GCTC DRI Development Order, a Community Development District may fund all or any portion of the road improvements identified in the DRI Development Order. Contributions made by the Community Development District will be credited against the mitigation set forth herein.

## **2. CONCURRENCY**

If the transportation mitigation is provided in accordance with Article III.A of this Agreement, GCTC will be deemed concurrent as to transportation for the retail component of the GCTC DRI (1,651,765 gla) through December 31, 2005 for the build-out level of development set forth in Exhibit B or for the life of any Concurrency Certificate issued prior to December 31, 2005, whichever is later.

## **ARTICLE IV. OTHER PROVISIONS**

### **A. EFFECT OF AGREEMENT**

The failure of the Development Agreement to address a particular permit, condition, term or restriction, does not relieve the Developer of the necessity of complying with the law governing those permitting requirements, conditions, terms or restrictions.

The terms of this Development Agreement may not supersede the procedural requirements of State law under Chapter 380.06 and 163.3220 *et seq.*

### **B. DURATION OF AGREEMENT**

#### **1) GENERAL**

This Agreement will be effective upon execution of all parties and will continue in force until December 31, 2010. It may only be terminated, amended, or extended as provided herein.

#### **2) FUTURE EXTENSIONS OF AGREEMENT CONTEMPLATED**

This Agreement is executed in order to address the concurrency requirements of the Project through build out. Section 163.3229, Florida Statutes, currently limits a Development Agreement to a maximum term of ten (10) years. The Development Agreement may be extended by mutual consent of the governing body and the developer, subject to a public hearing in accordance with Section 163.3225, Florida Statute.

If the Developer has fully complied with the terms of this agreement upon the termination date, and Lee County has not yet performed its obligations on the termination date, Lee County is obligated to perform in accordance with the terms of the agreement as though it had not expired.

**C. AMENDMENT OF AGREEMENT**

This agreement may be amended or canceled by mutual consent of the parties or by their successors in interest. If State or Federal laws are enacted after the execution of this agreement that are applicable to, and preclude the parties's compliance with the terms of the Development Agreement, the agreement will be modified or revoked as necessary to comply with the relevant State or Federal laws after a public hearing.

**D. TIME EXTENSIONS**

Except as otherwise provided herein, extensions of the time of performance of any time-certain commitment in this Agreement may be granted provided the time extensions comply with the terms of Section 380.06 Florida Statutes.

**E. ANNUAL REVIEW**

This Agreement will be reviewed annually by Lee County and the Developer, commencing one (1) year after its effective date, as follows:

**1) INITIATION OF REVIEW**

The annual review will be initiated by the Developer submitting the Annual Monitoring Report to the Lee County Director of Community Development. The Annual Monitoring Report must be submitted one year after the acceptance of this Development Agreement by Lee County and will analyze peak season conditions.

**2) REVIEW PROCESS**

The Director of Community Development must commence the review upon receipt of the Annual Report and complete it within thirty (30) calendar days.

**3) COMPLIANCE DETERMINATION**

If the Director of Community Development concludes that the Developer has complied in good faith with the terms and conditions of the Agreement during the period under review, the Director will conclude the review and provide written notice of this determination if, and only if, the project is not in compliance.

**4) BREACH OF AGREEMENT; PUBLIC HEARINGS REQUIRED TO REVOKE OR MODIFY**

If the Director of Community Development makes a preliminary finding that there has been a failure to comply with the terms of this Agreement, the Director will provide written notification of failure to the Developer. The Developer will have a reasonable time ( 90 days) to resolve the alleged non-compliance. If the Developer refuses to address the non-compliance, or if the Developer disagrees with the findings of the Director of Community Development, then the finding, and any written response of the Developer, will be referred to the Lee County Board of County Commissioners. The County Commission will conduct a public hearing, at which the Developer may demonstrate good faith compliance with the terms of the Agreement. The County will provide the Developer with reasonable notice (30 days) of the date and time of the public hearing. If the County Commission concludes during the public hearings, on the basis of substantial competent evidence, that the Developer has not complied with the terms and conditions of the Agreement during the period under review, the County Commission may revoke the Agreement, consider a mutual amendment to the agreement, or provide additional time to cure the breach.

**F. REVOCATION OR TERMINATION OF AGREEMENT**

This Agreement will terminate upon the first to occur of the following events:

- a) Revocation of the Agreement by the County Commission as provided in E.4) above; or
- b) Revocation, abandonment or termination of the Development Order approving the Project; or
- c) Final buildout or declared buildout of the Project, provided all monies or credits have been paid; or
- d) Mutual consent of the Parties; or

- e. If prior to the payment of the first installment of the transportation proportionate share, the Developer elects to implement traffic mitigation Option 1 or Option 2 of the DRI Development Order.

**G. SEVERABILITY**

If any part, term, or provision of this Agreement is found by a court of competent jurisdiction to be illegal, the validity of the remaining portions and provisions will not be affected and the rights and obligations of the parties will be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid.

**H. BINDING EFFECT**

All terms, conditions, responsibilities, duties, promises and obligations of the parties are binding upon the parties, their successors and assigns.

**I. RECORDATION IN PUBLIC RECORDS AND EFFECTIVE DATE**

In accordance with Florida Statutes Section 163.3239, the County will record this Development Agreement with the Clerk of the Circuit Court promptly after the Chairman's signature, but in no event later than 14 days of its execution. The County will submit a copy of the recorded agreement to the Department of Community Affairs. This Development Agreement is not effective until it is properly recorded in the public records of Lee County and until 30 days after receipt by the Department of Community Affairs.

**J. ENFORCEMENT**

The following persons/agencies may file an action for injunctive relief in the Twentieth Judicial Circuit Court to enforce the terms of this Development Agreement or to challenge compliance of the agreement with the provisions of the Florida Local Government Development Agreement Act:

Any party;  
Any aggrieved party;  
Any adversely affected person as defined in Section 163.3215(2); or  
The Florida Department of Community Affairs.

IN WITNESS WHEREOF, the undersigned have executed this agreement below on \_\_\_\_\_, 2003.

ATTEST:

LEE COUNTY BOARD OF  
COUNTY COMMISSIONERS

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

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

Approved as to form:

\_\_\_\_\_  
Donna Marie Collins  
Assistant County Attorney

Alico-Agri, Ltd., by its General Partner,  
Alico, Inc.

By: \_\_\_\_\_  
Dr. W. Bernard Lester  
President

STATE OF FLORIDA  
County of \_\_\_\_\_

The foregoing Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 200\_\_  
by Bernard Lester as President of Alico, Inc., the General Partner of Alico-Agri, Ltd. He  
is either personally known to me OR has produced Identification. The type of identification  
produced was:

Stamp:

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed name of Notary Public

JG Ft. Myers, LLC  
By its Managing Member, JG Manager,  
LLC

By: \_\_\_\_\_  
Thomas P. Schmitz  
Vice President

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ by Thomas P. Schmitz of JG Manager, LLC, the Managing Member of the JG Ft. Myers, LLC. He is either personally known to me OR has produced Identification. The type of identification produced was:

Stamp:

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed name of Notary Public

\_\_\_\_\_  
University Club Apartments/Gulf Coast  
LLC

\_\_\_\_\_  
By: \_\_\_\_\_  
Frank P. Potestio, Jr., Managing Member

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ by Frank P. Potestio, Jr., as Managing Member of University Club Apartments/Gulf Coast LLC. He is either personally known to me OR has produced Identification. The type of identification produced was:

Stamp:

\_\_\_\_\_  
Signature of Notary Public

Exhibits:

- A. Legal Description of 244±-acre parcel subject to the agreement
- B. Development Parameters of the GCTC DRI
- C. Access Plan
- D. Form Authorization to Obtain Building Permits

**EXHIBIT A**

**LEGAL DESCRIPTION**

**244± ACRES WITH SKETCH**



**EXHIBIT B**

**Gulf Coast Town Center DRI**

**Development Parameters and Phasing Schedule**

		<u>Buildout</u>
Regional Retail Commercial	1,566,000 sq. ft. *	2005
Community Retail	270,000 sq. ft. ***	2005
Office	80,000 sq. ft. **	2005
Hotel	250 rooms	2005
Residential †	600 d.u.	2005

\*Gross floor area (up to 1,381,765 sq. ft. Gross Leasable Area)

\*\*Up to 40,000 sq. ft. may be medical office.

\*\*\*Gross leasable area is assumed to be equivalent to gross square footage for community retail.

† Residential component of the DRI is not subject to this development agreement.

**EXHIBIT C**

**GCTC DRI**

**AUTHORIZATION TO OBTAIN NON-RESIDENTIAL BUILDING PERMIT  
WITHOUT THE PAYMENT OF ROAD IMPACT FEES  
(SAMPLE)**

The XYZ Corporation is hereby authorized by \_\_\_\_\_ to obtain a building permit in Tract \_\_\_\_\_ of the GCTC DRI. A legal description of this parcel is set forth in Exhibit A, attached hereto. The building permit is limited to \_\_\_\_\_ square footage. Building permits in excess of the square footage identified or for uses other than identified above are expressly prohibited.

The square footage is for:

- \_\_\_\_\_ Service/Office
- \_\_\_\_\_ General Retail
- \_\_\_\_\_ Other:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Developer's Representative

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ by \_\_\_\_\_ who is personally known to me or has produced \_\_\_\_\_ as identification.

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

(SEAL)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Commission Expiration Date