

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

Blue Sheet No. 20041218

1. REQUESTED MOTION:

ACTION REQUESTED: Approve and authorize the Chairman to execute the Interlocal Impact Fee Agreement with the City of Fort Myers for the future use of Roads Impact Fees to be collected from residential development in the City of Fort Myers, but whose primary project access will utilize Palomino Lane in unincorporated Lee County.

WHY ACTION IS NECESSARY: Interlocal agreements require Board approval.

WHAT ACTION ACCOMPLISHES: Approves an interlocal agreement with the City of Fort Myers for the future use of Roads Impact Fees collected in the City, but to be utilized for road improvement in unincorporated Lee County.

2. DEPARTMENTAL CATEGORY: 12
COMMISSION DISTRICT # 2

A12A

3. MEETING DATE:

10-05-2004

4. AGENDA:

CONSENT

ADMINISTRATIVE

APPEALS

PUBLIC

WALK ON

¹⁰
Min **TIME REQUIRED:**

5. REQUIREMENT/PURPOSE:
(Specify)

STATUTE §163.01, F.S.

ORDINANCE

ADMIN. CODE

OTHER

6. REQUESTOR OF INFORMATION:

A. COMMISSIONER _____

B. DEPARTMENT _____

C. DIVISION _____

BY: *John J. Fredyma*
John J. Fredyma
Assistant County Attorney

7. BACKGROUND: The City of Fort Myers anticipates collecting Roads Impact Fees from the planned development of two residential projects (Parker Preserve - 444 acres, and Palomino Estates - 287 acres) within the city limits (both located beyond the north terminus of Palomino Lane). Palomino Lane is located in unincorporated Lee County and is the primary access for the two planned residential developments. The City seeks to direct the future use of collected Road Impact Fees towards the future improvement of Palomino Lane, or other related road segments identified in Exhibit "D" of the Agreement, that will primarily benefit the two residential subdivisions. The Agreement is to be executed in duplicate.

The City of Fort Myers unanimously approved the Interlocal Impact Fee Agreement on July 19, 2004.

The Lee County Department of Transportation participated in the preparation of the Agreement and recommends its approval.

Attachment: Interlocal Impact Fee Agreement

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
N/A	N/A	N/A	N/A	<i>[Signature]</i>	QA	OM	RISK	GC	<i>[Signature]</i> 9-22-04
					<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	

10. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED

OTHER

CO. ATT.
FORWARDED
TO CO. ADMIN.
9/22/04

RECEIVED BY COUNTY ADMIN: <i>[Signature]</i>
<i>9-20-04</i>
<i>2:45</i>
COUNTY ADMIN FORWARDED TO: <i>[Signature]</i>
<i>9-23-04</i>
<i>9am</i>

INTERLOCAL IMPACT FEE AGREEMENT

THIS INTERLOCAL IMPACT FEE AGREEMENT (the "**Agreement**") is entered into as of this _____ day of _____, 2004, the ("**Effective Date**") by and between the CITY OF FORT MYERS, FLORIDA, a municipal corporation of the State of Florida (hereinafter referred to as the "**City**"), and LEE COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "**County**").

W I T N E S S E T H :

WHEREAS, the Florida Interlocal Cooperation Act of 1969, F.S. § 163.01, was promulgated to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, PARKER DANIELS, INC., a Florida corporation (hereinafter referred to as "**Parker Daniels**") is the owner of certain property comprised of approximately 444 acres located in the City, the legal description of which is attached hereto as Exhibit "A" (the "**Parker Daniels Property**"), on which it intends to develop a project known as "Parker Preserve", and

WHEREAS, WORTHINGTON HOLDINGS, LLC, (hereinafter referred to as "**Worthington**") is the owner of certain property comprised of approximately 287 acres located in the City, the legal description of which is attached hereto as Exhibit "B" (the

"**Worthington Property**"), on which it intends to develop a project known as "Palomino Estates," and

WHEREAS, Palomino Lane is an existing two lane road lying within the unincorporated area of Lee County that runs from its intersection with Daniels Parkway to its terminus approximately 8000 feet north at its intersection with Penzance Boulevard, with Parker Preserve located to the west of Palomino Lane and north of Penzance Boulevard and Palomino Estates located at the northern terminus of Palomino Lane, a sketch of which is attached hereto as Exhibit "C" ("**Palomino Lane**"); and

WHEREAS, Palomino Lane will be providing the primary means of access to the residential developments of Parker Preserve and Palomino Estates, as well as access to other developments and individual tracts; and

WHEREAS, Palomino Lane also currently serves the Danforth Lakes development entitled to be developed with 293 single family residential units located in the unincorporated area of Lee County approximately 3/4 of a mile north of Daniels Parkway on the west side of Palomino Lane ("**Danforth Lakes Development**") and the Renaissance development entitled to be developed with up to 500 single family and multi-family residential units located in the unincorporated area of Lee County on the east side of Palomino Lane north of Daniels Parkway ("**Renaissance Development**"); and

WHEREAS, the County is currently contemplating certain improvements to the intersection of Daniels Parkway and Palomino Lane necessitated by other

developments at the intersection and the four-lane extension of Three Oaks Parkway (the “**Committed Improvements**”); and

WHEREAS, Parker Daniels and Worthington have each completed traffic impact statements regarding the impact the Parker Preserve and Palomino Estates developments, respectively, will have on Palomino Lane; and

WHEREAS, the City and the County are desirous of entering into this Interlocal Agreement to ensure that Palomino Lane and other affected roadways operate at an acceptable level of service during and after development of the Parker Preserve and Palomino Estates.

NOW, THEREFORE, it is agreed and understood by and between the parties hereto as follows:

SECTION ONE- RECITALS.

1.1 The “WHEREAS” recitals described above are incorporated herein and made a part of this Agreement.

SECTION TWO - TRANSPORTATION IMPACT

2.1 Roadways Impacted By Local Traffic from Parker Preserve and Palomino Estates.

2.1.1 Both parties agree that the traffic to be generated by the Parker Preserve and Palomino Estates developments will primarily affect County roads, as the nearest City road is approximately 7.3 miles from the intersection of Palomino Lane and Penzance Boulevard. The City and the County hereby agree that the road impact fees generated by the Parker Preserve and Palomino Estates developments will be used for

the roadways identified in attached Exhibit "D" ("**Application of Parker/Palomino Road Impact Fees**") pursuant to this Agreement.

2.2 Improvements to Impacted Areas.

2.2.1 The City will provide that the Parker Preserve and Palomino Estates developments must each provide, through the Planned Unit Development process, all site-related transportation improvements to Palomino Lane and Penznace Boulevard deemed necessary to provide adequate access to the respective developments, for that portion of Palomino Lane that lies between the entrance to Palomino Estates on the north and Renaissance Way to the south and the portion of Penznace Boulevard that lies between the Six Mile Slough and the entrance to Palomino Estates.

2.2.2 Improvements to Palomino Lane that are not site-related must comply with the City's Concurrency Management Program and the County's Concurrency Management Program in accordance with pertinent provisions and the terms of this Agreement, and will be made when necessary.

2.2.3 The Committed Improvements at the intersection of Palomino Lane/Fiddlesticks Boulevard and Daniels Parkway will be made by the County in conjunction with the four-lane extension Three Oaks Parkway.

2.2.4 Each governmental unit is responsible for the maintenance and improvement of the roadways in its jurisdiction.

SECTION THREE - IMPACT FEES

3.1 **Road Impact Fees.**

3.1.1 The City agrees to collect as its traffic impact fees the amount specified by the Lee County Land Development Code for Parker Preserve and Palomino Estates. Accordingly, upon the issuance of a building permit at Parker Preserve and/or Palomino Estates by the City for any improvement which is the subject of this Agreement, the City will collect a road impact fee as required by the Lee County Road Impact Fee Ordinance set forth in Chapter 2, Article VI, Section 2-266 of the Lee County Land Development Code, as amended from time to time, which road impact fees (the "**Parker/Palomino Road Impact Fees**") will be paid by Parker Daniels and/or Worthington in accordance with the terms thereof.

SECTION FOUR - SEGREGATED ACCOUNT

4.1 **Segregated Account.** In consideration of the shared duties and obligations of the parties hereunder, the City will deposit the Parker/Palomino Road Impact Fees in a segregated account (the "**Parker/Palomino Road Impact Fee Account**") to be used by the County for improvements deemed necessary by the County to the Eligible Roadways identified in Exhibit "D." Sums collected the prior fiscal year from the Parker/Palomino Road Impact Fee Account will be distributed to the County by March 1 of each year, upon written request of the County by January 1 of each year. In no event will the City be required to transfer or contribute to the County hereunder any amount exceeding the monies contained in the Parker/Palomino Road Impact Fee Account for the costs incurred by the County in improving the Eligible Roadways.

SECTION FIVE-TERM

5.1 This Agreement will remain in effect for a period of twenty (20) years commencing on the Effective Date Prior to final expiration of this agreement and the closeout of the Parker/Palomino Road Impact Fee Account, the City will transfer all remaining funds in the account to Lee County. Any road impact fee collected by the City from the Parker Preserve and Palomino Estates developments after the expiration of this Agreement will be retained by the City and used by the City in accordance with the terms of its Transportation Impact Fee Ordinance.

SECTION SIX- NOTICES

Any and all notices required or permitted to be delivered pursuant to the terms of this Agreement will be effective upon receipt, but in any event no later than three (3) days after posting by United States mail, certified or registered, postage prepaid or one (1) day after delivery to an expedited courier service such as Federal Express to the addressees listed below. Any of the parties described herein may change their address by giving notice to all other parties set forth in this subsection.

If to County: Director
 Department of Transportation
 P.O. Box 398
 Fort Myers, FL 33902

AND

Office of the County Attorney
P.O. Box 398
Fort Myers, FL 33902

Interlocal Impact Fee Agreement
Penzance Boulevard-Palomino Lane
Lee County

If to City: City of Fort Myers, Florida
 2200 Second Street
 Fort Myers, Florida 33901
 Attn: City Attorney

AND

 City of Fort Myers, Florida
 2200 Second Street
 Fort Myers, Florida 33901
 Attn: City Clerk's Office

SECTION SEVEN-APPLICABLE LAW.

This Interlocal Agreement will be construed in accordance with the laws of the State of Florida.

SECTION EIGHT-VENUE.

Any action to enforce the terms of this Agreement must be brought in a court of competent jurisdiction in Lee County, Florida. Each of the parties hereto are authorized to enforce the terms of this Agreement in a court of law and may seek all remedies available at law and in equity. The non-prevailing party in any such litigation will pay the prevailing party's costs and reasonable attorneys' fees, including fees incurred through any appeals.

SECTION NINE-VALIDITY.

In the event any one or more of the provisions contained in this Agreement is for any reason held invalid, illegal or unenforceable in any respect, such invalidity or illegality or unenforceability will not affect any other provision hereof and this Agreement

Interlocal Impact Fee Agreement
Penzance Boulevard-Palomino Lane
Lee County

will be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

SECTION TEN-ENTIRE AGREEMENT.

This Agreement constitutes the entire understanding of the parties and any previous agreements, whether written or oral, are superseded by this Agreement. Any amendment of this Agreement must be reduced to writing and executed with the same formality.

SECTION ELEVEN-EFFECTIVE DATE.

This Agreement becomes effective on the date it is fully executed by both parties.

SECTION TWELVE-RECORDATION.

This Agreement may be recorded in the Public Records of Lee County, Florida.

IN WITNESS WHEREOF, THE PARTIES HERETO have signed this Agreement
as of the Effective Date.

ATTEST:

Print Name: _____

Print Name: _____

LEE COUNTY, a political subdivision of
the State of Florida

By: _____

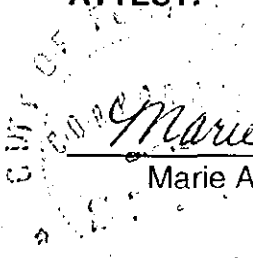
Print Name: _____

Title: _____

Approved as to form for Lee County

John J. Fredyma, Assistant County Attorney

ATTEST:


Marie Adams

Marie Adams, CMC, City Clerk

THE CITY OF FORT MYERS,
FLORIDA, a municipal corporation of
the State of Florida

By: *Jim Humphrey*

Mayor Jim Humphrey

**APPROVED AS TO FORM AND
CORRECTNESS**

Grant Williams Alley

Grant Williams Alley, City Attorney

EXHIBIT "A"
INTERLOCAL IMPACT FEE AGREEMENT

PARKER DANIELS PROPERTY (PARKER PRESERVE)

EXHIBIT "A"
LEGAL DESCRIPTION

The South half (S ½) of Section 9, Township 45 South, Range 25 East, lying and being in Lee County, Florida. Less & except those portions acquired by Lee County in a portion of Deed Book 243, page 483 (said portion being described below), Official Records Book 2137, page 1110, and Official Records Book 2557, page 1284, all in the public records of Lee County, Florida.

A portion of Deed Book 243, page 483

A 50 foot strip of land, the centerline of which is described as follows to-wit:
Beginning at the SW. Corner of Section 9, Township 45 South, Range 25 East; thence proceed east on the southerly boundary of said Section 9 for 2,640 feet, to the center line of said Section 9, and the end of said 50 foot strip.

Official Records Book 2137, page 1110-1113:

A tract or parcel of land lying in the South half (S ½) of Section 9, Township 45 South, Range 25 East, Lee County, Florida which tract or parcel is described as follows: beginning at the Southwest corner of said fraction and said Section run North 01°42'49" West, along the west line of said fraction and said Section for 2652.74 feet, to the northwest corner of said fraction; thence run North 88°48'54" East, along the north line of said fraction for 1913.00 feet; thence run South 17°28'25" West, for 81.59 feet; thence run South 88°30' West, for 335 feet; thence run South 11°30' West for 590 feet; thence run South 25°45' West for 705 feet; thence run South 30°00' West for 1600 feet, to a intersection with the south line of said fraction and said Section; thence run South 88°41'12" West, along said south line for 250 feet, to the point of beginning. Containing 62.21 acres more or less.

Official Records Book 2557, page 1284:

The south 30 feet. of the Southeast 1/4, of Section 9, Township 45 South, Range 25 East, said land situate, lying and being in Lee County, Florida.

The above described all lying within Section 9, Township 45 South, Range 25 East, and contains 254.80 acres.

-and-

The South one half (S 1/2), of the Southwest one-quarter (SW 1/4) of the Southwest one-quarter (SW 1/4), of the Southwest one-quarter (SW 1/4), of Section 10, Township 45 South, Range 25 East, Lee County, Florida

The above described all lying within Section 10, Township 45 South, Range 25 East, and contains 4.894 acres

-and-

The Northeast 1/4 of Section 9, Township 45 South, Range 25 East, Lee County, Florida, less and except a parcel deeded to Lee County as recorded in Official Records Book 1482, page 801; together with an easement recorded in Official Records Book 2315, Page 242, over, upon and under the following described property;

The south 60 feet of the west 690 feet of the Southwest 1/4 of the Northwest 1/4 in Section 10, Township 45 South, Range 25 East, Lee County, Florida;

And

The north 5 feet of the east 30 feet of the North ½ of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 10, Township 45 South, Range 25 East, Lee County, Florida;

Interlocal Impact Fee Agreement
Penzance Boulevard-Palomino Lane
Lee County

And

The north 5 feet of the west 30 feet of the North ½ of the Northeast ¼ of the Northwest ¼ of the Southwest ¼ of Section 10, Township 45 South, Range 25 East, Lee County, Florida.

The less-out from Official Records Book 1482, page 801, being described as follows:

A tract of parcel of land lying in the North half (N ½), of the Northeast quarter (NE ¼), Section 9, Township 45 South, Range 25 East, Lee County, Florida which tract of parcel is described as follows:

Beginning at the northwest corner of said fraction of a section, run North 88°54'33" East, along the north line of said fraction for 745 feet; thence run South 34°15' West, for 115 feet; thence run South 52°30' West, for 675 feet; thence run South 34°45' West, for 227.02 feet, to an intersection with the west line of said fraction; thence run North 01°17'12" West, along said west line for 678.48 feet, to the point of beginning.

Containing 5.55 acres, more or less.

Subject to easements, restrictions and reservations of record.

And subject to and including the mutual easement for ingress and egress as described in Official Records Book 2234, page 3800-3805, Lee County public records.

And subject to an easement for ingress and egress as described in Official Records Book 1888, pages 1044-1045, Lee County public records.

-and-

The Northwest quarter (NW ¼) of Section 9, Township 45 South, Range 25 East, Lee County, Florida, less the parcel for road right of way as legally described in Official Record Book 1149 page 1746, containing approximately 5.62 acres;

And

Less the acquisition parcel of Six Mile Cypress as legally described in Official Records Book 1666 page 3669, containing 124.84 acres more or less;

And

Less that portion of the Northwest quarter (NW ¼) of Section 9, Township 45 South, Range 25 East, lying west of the westerly right of way of six mile cypress parkway (State Road 80b), Lee County Florida.

(from Official Records Book 1666, page 3669, Lee County records)

A tract or parcel of land lying in the Northwest quarter (NW ¼), of Section 9, Township 45 South, Range 25 East, Lee County, Florida which tract or parcel is described as follows:

Beginning at the northeast corner of said fraction, run South 01°17'12" East, along the east line of said fraction for 445 feet; thence run South 54°15' West for 138 feet; thence run South 23°38' West for 156 feet; thence run South 32°50' West for 333 feet; thence run South 45°48' West for 116 feet; thence run South 10°11'22" West for 145.26 feet; thence run South 35°11'22" West for 391.20 feet; thence run South 42°54' West for 198 feet; thence run South 16°37' West for 137 feet; thence run South 18°19' East for 116 feet; thence run South 64°29'06" East for 374.25 feet; thence run South 17°28'25" West for 620.57 feet; thence run North 76°21'58" West for 268.08 feet; thence run South 69°31'50" West for 105.28 feet; thence run South 42°27'53" West for 89.83 feet, to an intersection with the south line of said fraction; thence run South 88°48'54" West along said south line for 1502.99 feet, to the southwest corner of said fraction; thence run North 01°42'49" West, along the west line of said fraction and said Section for 1631.64 feet, to an intersection with the Southeasterly line of Six Mile Parkway (250 feet wide); thence run northeasterly, along said southeasterly line along the arc of a curve to the right of radius 5604.58 feet (chord bearing North 32°45'28" East) for 569.60 feet, to a point of tangency; thence continue along said southeasterly line, North 35°40'10" East for 684.23 feet to an intersection with the north line of said fraction and said Section; thence run North 88°54'33" East along said north line, for 1930.02 feet to the point of beginning.

Interlocal Impact Fee Agreement
Penzance Boulevard-Palomino Lane
Lee County

Containing 124.84 acres, more or less.

Bearings herein above-mentioned are plane coordinate for the Florida west zone.

Interlocal Impact Fee Agreement
Penzance Boulevard-Palomino Lane
Lee County

The above-described tracts of land contain 444.013 acres.

EXHIBIT "B"
INTERLOCAL IMPACT FEE AGREEMENT

WORTHINGTON PROPERTY (PALOMINO ESTATES)

A tract or parcel of land situated in the State of Florida, County of Lee, lying in Sections 3 & 10, Township 45 South, Range 25 East, being further described as follows:

Beginning at the Northwest corner of Section 10, Township 45 South, Range 25 East; thence S 00°48'34" E along the west line of said Section 10 for 2643.88 feet; thence N 89°29'50" E along the east-west quarter section line of said Section 10 for 2616.97 feet to the center of said Section 10; thence continue N 89°29'50" E along said east-west quarter section line for 1497.40 feet to a point on the westerly right-of-way line of Interstate 75 (I-75), said point being on a non tangent curve to the left, of which the radius point lies S 85°09'33" W, a radial distance of 22,800.31 feet; thence northerly along the arc, through a central angle of 07°26'36" for 2962.03 feet; thence N 82°23'52" W for 15.95 feet to the point of curve of a non tangent curve to the right, of which the radius point lies S 77°42'08" W, a radial distance of 22,785.31 feet; thence southerly along the arc, through a central angle of 01°21'29" for 540.07 feet; thence S 74°21'17" W for 105.38 feet; thence S 26°54'10" E for 8.60 feet; thence S 30°06'07" W for 89.05 feet; thence S 33°23'02" W for 60.01 feet; thence S 26°49'40" W for 121.62 feet; thence S 34°21'40" W for 65.69 feet; thence S 29°07'34" W for 38.16 feet; thence S 19°15'19" E for 57.99 feet; thence S 15°41'14" W for 117.87 feet; thence S 10°54'24" W for 39.43 feet; thence S 06°03'05" W for 384.78 feet; thence S 65°00'10" W for 68.01 feet; thence S 37°13'53" W for 25.53 feet; thence S 27°08'53" W for 77.15 feet; thence S 88°45'49" W for 80.91 feet; thence S 23°18'41" W for 13.82 feet; thence S 42°36'36" W for 34.05 feet; thence N 89°57'06" W for 33.94 feet; thence S 42°36'36" W for 16.71 feet; thence S 00°46'31" W for 68.87 feet; thence S 07°12'50" E for 10.32 feet; thence S 75°10'14" E for 8.35 feet to the point of curve of a non tangent curve to the right, of which the radius point lies S 11°34'00" W, a radial distance of 28.08 feet; thence southeasterly along the arc, through a central angle of 47°46'34" for 23.41 feet; thence S 24°03'10" E for 3.29 feet; thence S 14°28'57" E for 5.20 feet; thence S 06°42'56" E for 9.73 feet; thence S 00°43'14" W for 24.49 feet; thence S 04°28'53" W for 20.12 feet; thence S 04°14'24" W for 27.74 feet; thence S 02°14'51" W for 17.43 feet; thence S 01°10'12" E for 16.74 feet to the point of curve of a non tangent curve to the left, of which the radius point lies N 88°49'48" E, a radial distance of 130.23 feet; thence southerly along the arc, through a central angle of 12°40'57" for 28.83 feet; thence S 13°37'32" E for 22.49 feet to the beginning of a curve to the right having a radius of 120.42 feet; thence along the arc of said curve through a central angle of 08°29'27" for 17.85 feet; thence S 01°54'39" E for 46.14 feet; thence S 03°06'22" E for 28.39 feet; thence S 05°16'43" E for 11.15 feet; thence S 08°10'19" E for 39.68 feet; thence S 06°52'10" E for 18.58 feet; thence S 02°50'12" E for 17.27 feet; thence S 04°27'18" E for 28.61 feet; thence S 05°56'33" E for 21.46 feet; thence S 08°57'11" E for 37.34 feet; thence S 10°51'24" E for 29.04 feet; thence S 08°51'56" E for 13.31 feet; thence S 03°54'13" E for 7.53 feet to the beginning of a curve to the right having a radius of 62.52 feet; thence along the arc of said curve through a central angle of 36°30'29" for 39.84 feet; thence S 90°00'00" W for 862.35 feet; thence N 89°51'41" W for 34.70 feet; thence N 44°02'27" E for 70.37 feet; thence N 66°54'01" E for 44.70 feet; thence N 64°16'19" W for 13.57 feet; thence N 55°36'40" E for 92.55 feet; thence N 68°37'29" E for 48.53 feet; thence N 16°17'51" E for 55.77 feet; thence N 62°40'28" E for 44.30 feet; thence N 13°02'50" E for 49.55 feet; thence N 30°08'32" E for 54.22 feet; thence N 04°45'20" E for 60.33 feet; thence N 71°25'23" E for 72.31 feet; thence N 48°29'00" E for 56.52 feet; thence N 56°03'32" E for 45.63 feet; thence N 22°41'53" E for 59.86 feet; thence N 23°42'43" E for 88.27 feet; thence N 52°20'59" E for 62.55 feet; thence N 40°08'04" E for 75.73 feet; thence N 04°48'51" E for 39.43 feet; thence N 13°22'07" W for 60.38 feet; thence N 05°21'49" W for 29.58 feet; thence N 45°47'45" W for 33.31 feet; thence N 05°17'52" W for 49.60 feet; thence N 08°45'56" E for 66.97 feet; thence N 32°05'06" E for 32.89 feet; thence N 34°35'30" W for 43.59 feet; thence N 22°59'39" W for 85.07 feet; thence N 60°04'00" W for 76.52 feet; thence N 16°17'09" W for 32.98 feet; thence S 58°45'11" W for 50.36 feet; thence N 71°26'26" W for 127.89 feet; thence N 53°27'03" W for 98.15 feet; thence N 10°52'05" E for 60.94 feet; thence N 74°27'02" W for 97.02 feet; thence N 66°58'47" E for 65.96 feet; thence N 38°56'22" W for 14.34 feet; thence N 35°41'38" W for 62.70 feet; thence N 29°21'07" W for 38.85 feet; thence N 62°27'16" W for 25.86 feet; thence N 45°42'54" W for 69.44 feet; thence N 19°23'05" E for 72.91 feet; thence N 69°36'24" E for 90.44 feet; thence S 80°53'08" E for 39.53 feet; thence N 86°18'58" E for 32.22 feet; thence N 46°29'29" E for 38.00 feet; thence N 73°03'24" E for 62.33 feet; thence N 44°15'30" E for 23.74 feet; thence N

Interlocal Impact Fee Agreement
Penzance Boulevard-Palomino Lane
Lee County

37°46'52" E for 51.90 feet; thence N 20°35'50" W for 72.29 feet; thence N 09°26'06" W for 152.22 feet; thence N 19°48'12" E for 103.64 feet; thence N 53°38'34" E for 77.47 feet; thence N 44°18'41" E for 138.97 feet; thence N 74°54'39" E for 116.67 feet; thence S 89°10'05" E for 45.34 feet; thence N 44°28'37" E for 96.75 feet; thence N 08°17'31" E for 16.66 feet; thence N 12°11'44" W for 88.51 feet; thence N 45°48'38" E for 85.12 feet; thence N 08°05'12" W for 67.64 feet; thence N 02°53'00" E for 73.22 feet; thence N 51°12'51" E for 72.56 feet; thence N 52°01'33" E for 54.00 feet; thence N 18°13'56" E for 42.67 feet; thence N 50°58'07" E for 52.18 feet; thence N 30°16'40" E for 25.54 feet; thence N 39°20'29" W for 51.08 feet; thence N 05°04'23" E for 64.19 feet; thence N 12°54'25" E for 108.15 feet; thence N 33°42'21" E for 18.47 feet; thence N 45°02'26" W for 28.31 feet; thence N 53°10'09" W for 26.44 feet; thence S 90°00'00" W for 57.55 feet; thence S 53°08'30" W for 414.36 feet; thence S 58°13'17" W for 457.84 feet; thence S 88°07'32" W for 181.19 feet; thence N 89°20'08" W for 400.58 feet; thence N 44°03'53" W for 300.76 feet; thence N 37°03'54" W for 168.37 feet; thence N 05°32'05" E for 234.11 feet; thence N 00°44'50" E for 56.98 feet to the point of curve of a non tangent curve to the left, of which the radius point lies N 02°23'24" E, a radial distance of 176.45 feet; thence northerly along the arc, through a central angle of 183°17'08" for 564.46 feet; thence N 00°44'50" E for 23.77 feet; thence N 00°21'53" W for 473.89 feet; thence N 00°41'48" E for 103.99 feet; thence S 82°53'06" W for 55.49 feet; thence S 77°55'19" W for 56.41 feet; thence N 79°42'34" W for 44.05 feet; thence N 81°52'52" W for 55.72 feet; thence S 90°00'00" W for 82.74 feet; thence S 74°04'34" W for 57.36 feet; thence S 90°00'00" W for 74.86 feet; thence N 78°42'20" W for 80.35 feet; thence N 67°11'43" W for 81.21 feet; thence N 67°00'03" W for 41.11 feet; thence N 05°16'04" E for 2.52 feet; thence N 82°06'14" W for 64.55 feet; thence S 32°15'59" W for 1,036.13 feet; thence S 02°19'50" W for 891.66 feet; thence S 31°35'32" W for 68.03 feet; thence S 19°51'08" W for 177.93 feet; thence S 29°27'32" W for 88.08 feet; thence S 55°10'26" W for 261.30 feet to the point of beginning.

Containing 287.93 acres, more or less.

Subject to easements, restrictions, reservations and rights-of-way (recorded and unrecorded, written and unwritten)

Bearings are based on the north line of Section 10, Township 45 South, Range 25 East as bearing S 88°57'32" W.

EXHIBIT "C"
INTERLOCAL IMPACT FEE AGREEMENT

EXISTING PALOMINO LANE

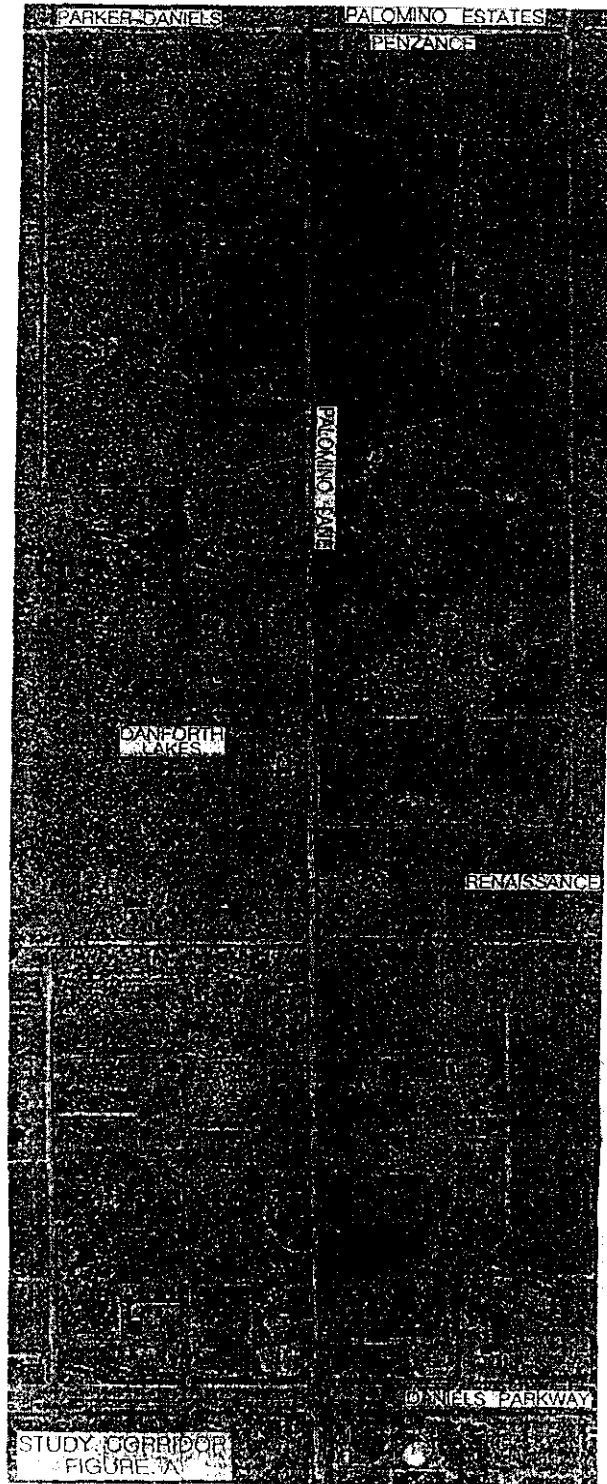


EXHIBIT "D"
INTERLOCAL IMPACT FEE AGREEMENT

APPLICATION OF PARKER/PALOMINO ROAD IMPACT FEES

Eligible Application of Funds Within First 5 Years of Agreement:

- Palomino Road 4-laning, from north of Daniels Parkway to Penzance Boulevard.
- Six Mile Cypress Parkway 4-laning from north of Daniels Parkway to south of Winkler Extension.
- Three Oaks Parkway North 4-lane extension, from Alico Road to Daniels Parkway.

Eligible Application of Funds in Years 5-10:

- The above roads, and any other County-maintained roads that need a capacity-increasing improvement and fall within a 5-mile radius of the Parker Preserve/Palomino Estates Developments. If the 4-laning of Palomino Road from north of Daniels Parkway to Penzance Boulevard is identified as a needed improvement in this time frame and is scheduled for construction in the County's five-year capital improvement program, the County will apply any funds collected from the Parker/Palomino Road Impact Fee Account in this time frame toward the Palomino Road improvement.

Eligible Application of Funds Beyond Year 10:

- The above roads, and any other County-maintained roads within the Central Road Impact Fee District (as those boundaries are defined in Lee County's Land Development Code) requiring a capacity-increasing improvement.