

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

Blue Sheet No. 20050698

1. ACTION REQUESTED/PURPOSE: Adopt resolution updating Administrative Code 13-12, pertaining to the Housing Density Bonus Program.

2. WHAT ACTION ACCOMPLISHES: Updates Administrative Code to reflect current procedures and Land Development Code references.

3. MANAGEMENT RECOMMENDATION: Adopt resolution

4. Departmental Category: *A12E*

5. Meeting Date: *05-31-2005*

6. Agenda:

7. Requirement/Purpose: (specify)

8. Request Initiated:

Consent
 Administrative *new memo 05-19-05*
 Appeals
 Public
 Walk-On

Statute
 Ordinance
 Admin. Code 13-12
 Other

Commissioner
 Department: County/Attorney
 Division: Land Use
 By: *[Signature]*
Donna Marie Collins

9. Background:

Administrative Code 13-12 was recently amended by the Board to reflect the newly adopted fee on cash contributions for bonus density units (\$11,429). In the course of updating the Code to reflect the increase in the cash contribution, it was apparent that the Administrative Code was outdated in many respects. Thereafter, the County Attorney's Office, in collaboration with the Planning Division, revised the text of the Code to reflect updated references to the LDC and include copies of contracts currently in use to implement the Housing Density Bonus Program.

The attached resolution amending the Administrative Code will provide for a more helpful guide to developers desiring to participate in the program.

Attachment: Draft Resolution
 Draft Administrative Code 13-12

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.	
				<i>[Signature]</i>	<i>RKs/16</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>HS 5/11/05</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

CO. ATTY.
FORWARDED
TO CO. ADMIN.
[Signature]

RECEIVED BY
COUNTY ADMIN: *[Signature]*
5-16-05
3:30
COUNTY ADMIN
FORWARDED TO: *[Signature]*
[Signature]

LEE COUNTY RESOLUTION NO. _____

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 ADMINISTRATIVE CODE 13-12 PERTAINING TO THE HOUSING DENSITY BONUS PROGRAM; 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 and provides 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 (13-12, the Housing Density Bonus Program) are now proposed, and the Board of County Commissioners finds that such proposed amendments are acceptable, serve a public

purpose and are 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 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 (13-12, the Housing Density Bonus Program) 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 of the provisions of this Resolution are held unconstitutional by a court of competent jurisdiction, the decision of the court will not affect or impair any of the other remaining provisions of the 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 be 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: _____
Douglas R. St Cerny
Chairman

APPROVED AS TO FORM:

By: _____
Office of the County Attorney

**ADMINISTRATIVE CODE
BOARD OF COUNTY COMMISSIONERS**

CATEGORY: Development/Planning/Zoning	CODE NUMBER: AC-13-12
TITLE: Housing Density Bonus Program	ADOPTED: 2/14/90
	AMENDED: 11/16/94, 5/3/05
	ORIGINATING DEPARTMENT: Community Development

PURPOSE/SCOPE:

Regulations governing the implementation of the Housing Density Bonus Program, the purpose of which is to stimulate the construction of very low and low income housing in Lee County.

POLICY/PROCEDURE:

This Administrative Code (AC) implements Article VII, Division 12, Subdivision III, of the Land Development Code (LDC) (Housing Bonus Density for Provision of Very Low and Low Income Housing). These sections of the LDC apply to the unincorporated areas of Lee County, and to the incorporated area of Lee County to the extent permitted by interlocal agreements. However, the LDC and this AC do not apply to areas where bonus densities are specifically prohibited by the Lee Plan.

The Housing Density Bonus Program is described in Sections 34-1511 to 34-1520 of the LDC.

ATTACHMENT:

- Exhibits:
1. Sample Application
 2. Sample Contracts
 3. Sample Density Bonus Program Summary Report

AC 13-12 Continued

The Planning Division will review the application for consistency with the Lee Plan and the Local Housing Assistance Plan. (Sample application is attached as Exhibit 1.) If consistent, it will be signed by the Division Director. The application will then be forwarded to the Development Review Division where the density bonus and total number of units will be assigned. The application will then be signed by the Development Review Division Director and returned to the Planning Division.

Once the "DEVELOPER" agrees to participate in the program with the assigned density bonus, they will sign the applicable Agreement, either for the "cash contribution" or the "site specific" option. (Sample agreements are attached as Exhibit 2 and 2A.) The "DEVELOPER" will either deliver to the Planning Division the bond required by the site specific option or the cash contribution for the cash contribution option. The bond requirement may be waived by the Board of County Commissioners for non-profit sponsors of very low or low income housing.

The cash contribution is \$11,429 per density bonus unit subject to Board of County Commissioners approval of the Agreement. The cash contribution may be by cash, cashier's check, or money order made payable to: The Lee County Board of County Commissioners. The funds must be deposited into the County's Affordable Housing Trust Fund.

After review by the County Attorney's Office, the Agreement will then be sent to the Board of County Commissioners. Once approved, the "DEVELOPER" must provide a copy of the Agreement to the Division of Development Review in order to obtain a final development order in cases where required. Once a "DEVELOPER" receives a final development order, they may apply for building permits.

If the Board of County Commissioners does not approve the Density Bonus Agreement, the "DEVELOPER" will receive a refund of the bond or cash contribution.

The Planning Division will be the custodian of records pertaining to the Housing Density Bonus program. The developer or subsequent owners are responsible for annual verification of the housing quality standards and the income of the housing occupants in rental units obtained through the Density Bonus Program. (Sample form is attached as Exhibit 3.) Verification forms are available from the Planning Division. In the case of owner-occupied units, there must be provided at the time of sale a deed restriction requiring that the unit remain in compliance with the terms of the ordinance and "DEVELOPER" contract for a ten-year period. All subsequent owners during the ten-year period are bound by the deed restriction.

EXHIBIT 1

APPLICATION FOR PARTICIPATION IN
LEE COUNTY'S HOUSING DENSITY BONUS PROGRAM

1. Application for a Housing Bonus Density must be made in conjunction with application for a Final Development Order or a Building Permit in the case of a duplex, whichever is most applicable.
2. The Lee County Department of Community Development will review the application for a Bonus Density for compliance with the Lee Plan. Proposed developments inconsistent with the Lee Plan will not be eligible for bonus density. Those approved for a bonus density and who designate appropriate levels of residential units for very low and low income families may be eligible for a density above the standard density range.
3. Signed agreements for the Bonus Density must be attached and become conditions of any Final Development Order or Building Permit issued for developments receiving density above the Standard Density Range.
4. Very low, low, and moderate income are defined as follows:
 - VERY LOW - Up to 50% of Lee County Median income as established by HUD
 - LOW - 51% to 80% of Lee County Median income as established by HUD
 - MODERATE - 81% to 120% of Lee County Median income as established by HUD

5. Guidelines for Bonus Density Range:

GUIDELINES FOR BONUS DENSITY*

Lee Plan Land Use Category	Standard Density Range (in dwelling units per acre)	Maximum Bonus Density (in dwelling units per acre)
Intensive Development Area	8-14	8
Central Urban Area	5 to 10	5
Urban Community Area	1 to 6	4

**Applications and information including the Housing Density Bonus Ordinance and Administrative Procedures are available at the Lee County Planning Division.*

AC 13-12 Continued

Date of Application: _____

Name of Project (if known): _____

Developer (If non-profit, include copy of certification): _____

I. LOCATION OF PROPERTY

A. Strap Number (s): _____

B. General Location (road(s) fronted upon): _____

C. Land Use Map Classification Per Lee Plan: _____

D. Present Zoning: _____

II. NET AREA AVAILABLE FOR DEVELOPMENT

_____ Acres

III. TYPE AND DENSITY OF HOUSING UNITS

1. Total Number of dwelling units proposed: No Bonus Units

2. Type of units or structures proposed: _____

a. _____ Single Family (detached)

b. _____ Single Family (attached),
Duplex _____, Townhouses _____

c. _____ Multi-family Units

d. _____ Other (type and number)

3. Bedroom size distribution:

___ 1 Bd, ___ 2 Bd, ___ 3 Bd, ___ 4 + Bd. *(Applicable for site specific Density Bonus Option only)*

4. Proposed rental or sales price of Density Bonus Units:

___ 1 Bd, ___ 2 Bd, ___ 3 Bd, ___ 4 Bd. *(Applicable for site specific Density Bonus Option only)*

5. Net Density: _____ units per acre without Bonus

Net Density: _____ units per acre with Bonus

AC 13-12 Continued

- IV. A. Total number of dwelling units proposed for the development: _____
- B. Total number of bonus density units proposed for the development: _____
- C. Total number of dwelling units designed for very low and low income families (relevant for site density bonus specific option only): _____

V. OPTION SELECTED BY DEVELOPER

- A. ___ Site specific option
- B. ___ Cash contribution option

VI. DATES

- A. Date expected to apply for building permit/final development order: _____
- B. Date expected to receive certificate of occupancy: _____
- C. Date bond received (site specific option only): _____
- D. Board Approval of Agreement Date: _____
- E. Development Order Number: _____
- F. Building Permit Number: _____
- G. Date Received Certificate of Occupancy: _____
- H. Date Due for Annual Report (rental-site specific only): _____

Signature, Developer or Authorized Agent Date

Signature, Planning Division Director Date

Signature, Development Services Division Director Date

Signature, Community Development Department Director Date

EXHIBIT 2

DEVELOPMENT CONTRACT

between

THE BOARD OF COUNTY COMMISSIONERS
Lee County, Florida

and

The Site Specific Density Option
of the
Housing Bonus Density Program

SAMPLE
AGREEMENT

This Agreement is made and entered into this ____ day of _____, 20____, between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and _____ hereinafter referred to as the "DEVELOPER."

WITNESSETH, that for a consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, "COUNTY" and the "DEVELOPER" hereby agree as follows:

ARTICLE I

For the purpose of this Agreement and the various covenants, conditions, terms and provisions which follow, the DEFINITIONS and IDENTIFICATIONS set forth in this Agreement will be the same as those given in the Lee County LDC.

ARTICLE II

In order to establish the background, context and frame of reference for this agreement, and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations, and explanations are set forth. Such statements, representations, and explanations will be accepted as predicates for the undertakings and commitments included within the provisions which follow, and will be relied upon by the parties as essential elements of the mutual considerations upon which the Agreement is based.

- 2.1 The "COUNTY", by Lee County Ordinance 89-02, adopted a Comprehensive Plan pursuant to Chapter 125, Florida Statutes.
- 2.2 The Housing Element of the aforesaid Comprehensive Plan, in order to meet the general housing goal of said plan, requires the "COUNTY" to, in part, develop mechanisms in order to encourage the provision of very low and low income housing.
- 2.3 The "COUNTY", through the Lee County LDC, created a Housing Bonus Density Program to stimulate the construction of very low and low income housing in Lee County. (See LDC Sections 34-1511 to 34-1520.)
- 2.4 The "DEVELOPER" will contribute funds to the Housing Bonus Density Program to support very low and low income housing.
- 2.5 The "COUNTY", by virtue of the Lee County LDC, will grant to the "DEVELOPER" bonus density units.

ARTICLE III
Implementation and Timetable

- 3.1 The development will be completed by the "DEVELOPER" according to the timetable in the development order that will control the time frames for construction of the units. The development order is hereby incorporated by reference.
- 3.2 No work may begin until the is approved and permits are issued.

ARTICLE IV
Assurances

- 4.1 "DEVELOPER" agrees to comply with the provisions of the Lee County LDC.
- 4.2 The "DEVELOPER" enters into this contract as a condition for issuance of a building permit or development order, as applicable.
- 4.3 The "DEVELOPER" agrees to fulfill all pre-contract conditions as a pre-requisite for participating in the Housing Density Bonus Program.
- 4.4 The "DEVELOPER" agrees to construct _____ bonus density units for either rental or sale to very low or low income families, as defined in the Housing Bonus Density regulations set forth in the Lee County LDC.
- (a) Monthly payments for rent or mortgage payments will be limited to the terms as set out in the Housing Bonus Density regulations set forth in the Lee County LDC.
 - (b) The "DEVELOPER" will acknowledge and waive any and all objections to remedies reserved to the "COUNTY" in Section _____ of the Lee County LDC.
 - (c) The "DEVELOPER" will agree to comply with all federal, state and local fair housing laws, rules, regulations, or orders applicable to the development.
 - (d) In the case of a rental unit, all bonus units must be exclusively used for very low or low income families.
 - (1) All of the bonus units must be used for this purpose at a minimum of ten (10) years from the date the Certificate of Occupancy is issued for that unit.
 - (2) If the income of a family should rise above the standards for very low or low income determination, the "DEVELOPER" must designate another unit as very low or low in order to maintain the required level of units.
 - (3) The "DEVELOPER" will be responsible for submitting an annual report based on occupancy of rental units and income levels of tenants as of January 1 of each year for the duration of this Agreement. This report is due by November 1 each year.
 - (e) In the case of a bonus density owner-occupied unit, the unit must be sold to a family whose income is very low or low at the time of purchase of the dwelling unit.
 - (1) The conveyance at the time of sale must include a recorded deed of restriction prohibiting transfer through rental or sale to anyone other than a person with a very low or low income who has never

owned a bonus density owner-occupied unit.

- (2) The deed of restriction must be recorded by the Lee County Clerk of Courts and will be limited for a period of ten (10) years from the date of the instrument of conveyance.
- (f) Unless waived for non-profit sponsors of very low and low income housing, in addition to the above terms, the "DEVELOPER" must also agree to deliver a bond to the "COUNTY" to assure performance of the above.
- (1) The bond must equal 110% of the cash contribution per unit as required by Section 5.02 of the Housing Bonus Density regulations set forth in the Lee County LDC.
 - (2) The bond must guarantee the "DEVELOPER'S" performance, even if the "DEVELOPER" should become bankrupt, sell the property, or die.
 - (3) The surety must be a recognized company and will direct payment to Lee County, Florida.
 - (4) Bond will provide that payment will be in the amount of the contribution rate as set forth in the Lee County LDC, plus cost of litigation including attorney's fees and interest.
- (g) In addition to the "COUNTY'S" right to enforce payment under the bond, the County is also entitled to any other legal and equitable relief necessary to enforce the Ordinance.

ARTICLE V
Assignability

The right to develop the Housing Bonus Density Units will run with the building permit or development order, as applicable, and does not run with the land. The development of units pursuant to this Agreement may be assigned subject to approval by the Board of County Commissioners.

ARTICLE VI
Breach

Enforcement of this Agreement will be as provided by Lee County Ordinances as they apply, as well as the Lee County Code. Waiver by the "COUNTY" of a breach of any provision of this Agreement by the "DEVELOPER" will not be deemed to be a waiver of any other breach and will not be construed to be a modification of the terms of this Agreement.

ARTICLE VII
Miscellaneous Provisions

7.1 This document incorporates and includes all prior negotiation, correspondence, conversation, and understanding applicable to the matters contained herein and that the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document unless specifically referred to and incorporated by reference. Accordingly, it is agreed that no deviation from the terms hereof will be predicated upon any prior representations or agreements whether oral or written.

- 7.2 The "DEVELOPER" agrees to indemnify and hold harmless the "COUNTY" from or on account of any injuries, damages, omissions, commissions, actions or causes of action accruing as a result of services performed, or not performed, pursuant to this Agreement. "DEVELOPER" will be liable for all claims, suits, judgments, or damages arising from the services or lack of services provided pursuant to this Agreement.

ARTICLE VIII
Amendments

The covenants, terms, and provisions contained in this Agreement may be amended upon the mutual acceptance thereof, in writing, by both parties to this Agreement. The Chairman of the Lee County Board of County Commissioners, or his designated representative, will act on behalf of the "COUNTY" in executing Amendment(s) to the Agreement. The "DEVELOPER" named herein above as a party to this Agreement, as an individual, or if a corporation by its corporate president or vice president, will act in executing Amendment(s) to the Agreement. In the event of any conflicts between the requirements, provisions, and terms of the Agreement and any written Amendment(s), the requirements, provisions, and terms of the latest executed Amendment(s) will take precedence.

ARTICLE IX
Modifications

- 9.1 No modification, waiver, or termination of this Agreement or of any terms thereof will impair the "COUNTY'S" rights with respect to any liabilities, whether or not liquidated, of the "DEVELOPER" to the "COUNTY" therefore accrued.
- 9.2 Any changes in the terms of this Agreement are subject to the approval of the County Attorney.

ARTICLE X
Acceptance

Acceptance of this Agreement will be indicated by the signature of the duly authorized representative of the hereinabove named parties in the space provided hereinafter and being attested and witnessed as indicated.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year first written above.

AC 13-12 Continued

ATTEST:

CLERK OF CIRCUIT COURT
Charlie Green, Clerk

By: _____

ATTEST:

(Witness)

(Witness)

CORPORATE SEAL:

LEE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: _____
Chairman

DATE: _____

Developer

By: _____
(Authorized Signature)

By: _____
(Title)

DATE: _____

APPROVED AS TO FORM

COUNTY ATTORNEY

EXHIBIT 2A

DEVELOPMENT CONTRACT

between

THE BOARD OF COUNTY COMMISSIONERS
Lee County, Florida

and

The Cash Contribution Option
of the
Housing Bonus Density Program

SAMPLE
AGREEMENT

This Agreement is made and entered into this _____ day of _____, 20____, between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and hereinafter referred to as the "DEVELOPER."

WITNESSETH, that for a consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, "COUNTY" and the "DEVELOPER" hereby agree as follows:

ARTICLE I

For the purpose of this Agreement and the various covenants, conditions, terms and provisions which follow, the DEFINITIONS and IDENTIFICATIONS set forth in this Agreement will be the same as those given in Lee County Land Development Code (LDC).

ARTICLE II

In order to establish the background, context and frame of reference for this Agreement, and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations, and explanations are set forth. Such statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which the Agreement is based.

- 2.1 The "COUNTY", by Lee County Ordinance 89-02, adopted a Comprehensive Plan pursuant to Chapter 125, Florida Statutes.
- 2.2 The Housing Element of the aforesaid Comprehensive Plan, in order to meet the general housing goal of said plan, requires the "COUNTY" to, in part, develop mechanisms in order to encourage the provision of very low and low income housing.
- 2.3 The "COUNTY" created a Housing Bonus Density Program in its LDC to stimulate the construction of very low and low income housing in Lee County.
- 2.4 The "DEVELOPER" will contribute funds to the Housing Bonus Density Program to support very low and low income housing.
- 2.5 The "COUNTY", by virtue of Lee County Ordinance 89-45, as amended, will grant to the "DEVELOPER" bonus density units pursuant to LDC Sections 34-1511 to 34-1520.

ARTICLE III
Implementation and Timetable

- 3.1 The development will be completed by the "DEVELOPER" according to the timetable in the development order that will control the time frames for construction of the units. The development order is hereby incorporated by reference.
- 3.2 No work may begin until the development order is approved and permits are issued.

ARTICLE IV
Assurances

- 4.1 "DEVELOPER" agrees to comply with the provisions of the Lee County LDC.
- 4.2 The "DEVELOPER" enters into this contract as a condition for issuance of a building permit or development order, as applicable.
- 4.3 The "DEVELOPER" agrees to fulfill all pre-contract conditions as a pre-requisite for participating in the Housing Density Bonus Program.
- 4.4 The "DEVELOPER" agrees to comply with all other legal requirements imposed by current or future federal, state, or local laws and regulations.
- 4.5 The "DEVELOPER" agrees to pay:
\$ _____ = \$11,429 x _____ units
\$ _____ total non-refundable contribution by cash, cashier's check or money order made payable to:
The Lee County Board of County Commissioners Affordable Housing Trust Fund.
- 4.6 The "COUNTY" hereby agrees to permit the development of _____ bonus density units as long as:
- (a) the bonus density units do not exceed those units permitted in the Housing Bonus Density regulations set forth in the Lee County LDC.
 - (b) a building permit or development order, as applicable, has been approved; and
 - (c) the Developer has met all the terms and conditions of this Agreement.

ARTICLE V
Assignability

The bonus density approved by virtue of this agreement is limited to the development plan stamped received _____, 20____. This plan was submitted and approved by the County concurrent with the request for rezoning the property from _____ to _____ and the request for ____ bonus density units. The development plan is attached to this Agreement as Exhibit B. This Agreement may be assigned and will bind all successors in interest and future owners to the terms and conditions stated herein.

ARTICLE VI
Breach

Enforcement of this Agreement will be as provided by Lee County Ordinances as they apply as well as the Lee County Code. Waiver by the "COUNTY" of a breach of any provision of this breach and will not be construed to be a modification of the terms of this Agreement.

ARTICLE VII
Miscellaneous Provisions

- 7.1 It is understood and agreed that this document incorporates and includes all prior negotiation, correspondence, conversation, or understanding applicable to the matters contained herein and that the parties agree that there are no commitments, agreements, or understanding concerning the subject matter of this Agreement that are not contained in this document unless specifically referred to and incorporated by reference. Accordingly, it is agreed that no deviation from the terms hereof will be predicated upon any prior representations or agreements whether oral or written.
- 7.2 For "DEVELOPERS" utilizing the cash contribution program, it is understood that the "COUNTY" will not be held responsible for refunding any portion of the contribution for the "COUNTY'S" termination of the Agreement due to the "DEVELOPER'S" failure to abide by the provisions of the Agreement or any conditions imposed by the Lee County LDC, which is incorporated by reference.
- 7.3 The "DEVELOPER" agrees to indemnify and hold harmless the "COUNTY" from or on account of any injuries, damages, omissions, commissions, actions or causes of action accruing as a result of services performed, or not performed, pursuant to this Agreement. "DEVELOPER" will be liable for all claims, suits, judgments or damages arising from the services or lack of services provided pursuant to this Agreement.

ARTICLE VIII
Amendments

The covenants, terms and provisions contained in this Agreement may be amended upon the mutual acceptance thereof, in writing, by both parties to this Agreement. The Chairman of the Lee County Board of County Commissioners, or his designated representative, will act in behalf of the "COUNTY" in executing Amendment(s) to the Agreement. The "DEVELOPER" named hereinabove as a party to this Agreement, as an individual, or if a corporation by its corporate president or vice president, will act in executing Amendment(s) to the Agreement. In the event of any conflicts between the requirements, provisions, and terms of the Agreement and any written Amendment(s), the requirements, provisions, and terms of the latest executed Amendment(s) will take precedence.

ARTICLE IX
Modifications

- 9.1 No modifications, waiver, or termination of this Agreement or of any terms thereof will impair the "COUNTY'S" rights with respect to any liabilities, whether or not liquidated, of the "DEVELOPER" to the "COUNTY" therefore occurred.
- 9.2 Any changes in the terms of this Agreement are subject to the approval of the County Attorney.

ARTICLE X
Acceptance

Acceptance of this Agreement will be indicated by the signature of the duly authorized representative of the hereinabove named parties in the space provided hereinafter and being attested and witnessed as indicated.

AC 13-12 Continued

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year first written above.

ATTEST:

CLERK CLERK OF CIRCUIT COURT
Charlie Green, Clerk

By: _____

LEE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: _____
Chairman

DATE: _____

ATTEST:

Developer

(Witness)

By: _____
(Authorized Signature)

(Witness)

By: _____
(Title)

CORPORATE SEAL:

DATE: _____

APPROVED AS TO FORM

COUNTY ATTORNEY

EXHIBIT 3

LEE COUNTY DENSITY BONUS PROGRAM

Project Name and Address: _____

Date of Report: _____

This form must be used for all sales applications upon initiation of sale and annually for each tenant in a rental project. The form does not apply to the cash contribution option.

Check one: Ownership ___ Rental ___

Unit Number or Street Address: _____

Proposed Sales Price: _____ (attach Good Faith Estimate)

Monthly Rent: _____ No. Bedrooms: ___ Est. Cost of Utilities (water, sewer, electric): _____

Family's Name: _____

Mailing Address: _____

City/State/Zip: _____

Telephone: _____

A. Please list all members in your household, beginning with the head of household.

Family Member Number	Name	Social Security Number	Relationship to Family Head	Age	Sex
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					

AC 13-12 Continued

B. Please list all income received by each member of household, such as gross wages, self-employment, benefits (Social Security, VA, Unemployment, Workmen's Compensation, Pension), child support, alimony, welfare.

Family Member Number	Types of Income (If wages, please list names and addresses of employers)	Gross Monthly Income
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

C. Please list all assets of each household member, such as checking accounts, savings accounts, C.D.'s, stocks, bonds, lots.

Family Member Number	Description of Assets	Present Balance of Value	% Rate of Int. of Div. Earned Yearly
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

I hereby swear and affirm that the above information I have provided is true and correct to the best of my knowledge.

Signature of Head of Household

Date

Signature of Spouse

***** OFFICE USE ONLY - APPLICANT SHOULD NOT COMPLETE *****

Household size: _____ Household's gross yearly income: \$ _____

<input type="checkbox"/>	VERY LOW INCOME	<input type="checkbox"/>	LOW INCOME
--------------------------	-----------------	--------------------------	------------

Checked by: _____ Date: _____

***** OFFICE USE ONLY - APPLICANT SHOULD NOT COMPLETE *****

EXHIBIT 4

**LEE COUNTY DENSITY BONUS PROGRAM SUMMARY REPORT
To Be Filed Annually**

Date of Report:

Report should reflect the occupancy of the facility on September 30. The report must be received by Lee County Planning Division on or before November 1 of each year.

Property: _____

Location: _____

Total: _____

Total Bonus Density Units Awarded: _____

Total Units Occupied: _____

Submitted by (Owner/Manager): _____

Total Units Occupied by Very Low and Low Income Families: _____

Complete Below for all Bonus Units that are Occupied: _____

Unit No. Tenant Name Annual Income Verification Report Attached

1.	11.	21.	31.	41.	51.	61.	71.	81.	91.
2.	12.	22.	32.	42.	52.	62.	72.	82.	92.
3.	13.	23.	33.	43.	53.	63.	73.	83.	93.
4.	14.	24.	34.	44.	54.	64.	74.	84.	94.
5.	15.	25.	35.	45.	55.	65.	75.	85.	95.
6.	16.	26.	36.	46.	56.	66.	76.	86.	96.
7.	17.	27.	37.	47.	57.	67.	77.	87.	97.
8.	18.	28.	38.	48.	58.	68.	78.	88.	98.
9.	19.	29.	39.	49.	59.	69.	79.	89.	99.
10.	20.	30.	40.	50.	60.	70.	80.	90.	100.

CERTIFICATION

I/We hereby certify that I/We am/are the owner(s)/manager(s) of the above property and that to the best of my/our knowledge, all the information is true and correct.

Owner's Signature: _____ Date: _____

Owner's Signature: _____ Date: _____

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 who produced _____ as identification and who did not take an oath.

Notary Public

My Commission Expires: _____