

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

**DATE CRITICAL
Blue Sheet No. 20070327**

1. ACTION REQUESTED/PURPOSE: Adopt and enact an ordinance known as the Palermo Community Development District Ordinance covering property located in North Fort Myers adjacent to Sabal Springs that is already approved for development pursuant to RPD Resolution Z-04-019 (a/k/a Crane Landing).

2. FUNDING SOURCE: N/A

3. WHAT ACTION ACCOMPLISHES: Creates an independent special district that provides an alternative method to manage and finance basic services for community development. If adopted, the ordinance will create an independent Special District capable of financing and providing the basic services within the District boundary. This district boundary encompasses property rezoned to RPD under Resolution Z-04-019, when the project was known as Crane Landing.

4. MANAGEMENT RECOMMENDATION: Approve

5. Departmental Category: 9:30 PA 1

6. Meeting Date: March 27, 2007

7. Agenda:
 Consent
 Administrative
 Appeals
 Public 9:30 a.m.
 Walk-On

8. Requirement/Purpose: (specify)
 Statute Ch. 190 F.S.
 Ordinance
 Admin. Code
 Other

9. Request Initiated:
Commissioner _____
Department _____ County Attorney
Division _____
By: Dawn E. Perry-Lehnert 3-28-07
 Dawn E. Perry-Lehnert
 Assistant County Attorney

10. Background: Palermo has petitioned the Lee County Board of County Commissioners to adopt an ordinance establishing a Uniform Community Development District (UCDD) in accordance with the Uniform Community Development District Act of Florida, Chapter 190, Florida Statutes ("Act"). Section 190.005(2) sets forth the "exclusive and uniform method for the establishment of a Community Development District of less than 1,000 acres in size." This establishment "shall be pursuant to an ordinance adopted by the County Commission having jurisdiction over the majority of the land in the area in which the district is to be located . . ."

A community development district is a local unit of special purpose government created in accordance with the Act and limited to the performance of those specialized functions authorized by the Act for the delivery of urban community development services. The Act provides an alternative streamlined method for financing the construction, maintenance and operation of major infrastructures necessary for community development. Once a community development district has been established, it serves as an infrastructure management tool that ultimately relieves existing county taxpayers of the financial burden of providing urban services to the landowners in the district.

(continued on page 2)

11. 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>	RK 3/1	<i>[Signature]</i> 3/1/07	RK for RG 3-1-07	<i>[Signature]</i> 3/1/07	<i>[Signature]</i>

12. Commission Action:

- Approved
- Deferred
- Denied
- Other

COUNTY ADMIN
3/1/07 11:00am

RECEIVED BY COUNTY ADMIN:	3/11:45MP
COUNTY ADMIN FORWARDED TO:	<i>[Signature]</i>
	3/2 8:30

The proposed Palermo CDD is located on approximately 394.8 acres of land located in what is known locally as North Fort Myers. The land area is bounded on the north by Del Prado Extension/Mellow Drive; on the south by North Fort Myers Academy of the Arts; on the east by Suncoast Estates; and on the west by Sabal Springs RPD and Island Vista Mobile Home Park. The property is located in Section 22 and 23, Township 43 South, Range 24 East. Approval for this development was granted under zoning Resolution Z-04-019 for a project then known as Crane Landing. The Palermo District will be granted the power to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for the following basic infrastructure: water management; water supplies; sewer and wastewater management; bridges or culvert; district roads; and other projects within and outside the district boundary for which a Development Order may be issued. Additional powers for recreation and security systems will be requested sometime in the future.

The creation of the Palermo District is not a development order within the meaning of Chapter 380, F.S. All county planning, environmental and land development laws, regulations and ordinances will apply to the development of land within the proposed Palermo District, and the District can take no action that is inconsistent with those regulations.

In accordance with Section 190.005(1)(f), F.S., the proposed ordinance:

1. Establishes the external boundaries of the district.
2. Names the five persons designated to be the initial members of the Board of Supervisors. These members are as follows:
 - a. Ray Phillips
13100 Westlinks Terrace
Fort Myers, Florida 33913
 - b. Andy Stilfield
13100 Westlinks Terrace
Fort Myers, Florida 33913
 - c. Jim Puccio
10481 Six Mile Cypress Pkwy.
Fort Myers, Florida 33966
 - d. Scott Edwards
10481 Six Mile Cypress Pkwy.
Fort Myers, Florida 33966
 - e. Tracy Croghan
13100 Westlinks Terrace
Fort Myers, Florida 33913
3. Names the district. (Palermo Community Development District)

Attachments:

1. Proposed ordinance establishing the Palermo Community Development District.
2. Planning Staff Analysis dated January 19, 2007.
3. Palermo CDD Petition, Exhibits, Attachments and Amendment.
4. FAIS.

cc: Paul O'Connor, Director, Planning Division
Joan LaGuardia, Communications Manager, DCD

ORDINANCE NO. ____

AN ORDINANCE ESTABLISHING PALERMO COMMUNITY DEVELOPMENT DISTRICT; PROVIDING A DISTRICT NAME; SETTING FORTH THE AUTHORITY FOR ADOPTING THE ORDINANCE; ESTABLISHING THE EXTERNAL BOUNDARIES OF THE DISTRICT; DESIGNATING THE INITIAL MEMBERS OF THE BOARD OF SUPERVISORS; ESTABLISHING THE GOVERNING DISTRICT CHARTER AS FLORIDA STATUTES CHAPTER 190; PROVIDING FOR NOTICE TO SUBSEQUENT PURCHASERS; PROVIDING FOR CONFLICT, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, CL Ventures, LLC has petitioned the Board of County Commissioners to establish PALERMO COMMUNITY DEVELOPMENT DISTRICT; and

WHEREAS, the Board of County Commissioners, after proper published notice, conducted a local public information-gathering ordinance hearing as required by law and finds as follows:

1. The petition is complete in that it meets the requirements of Section 190.005(1)(a), Florida Statutes; and all statements contained within the petition are true and correct.

2. The costs to the County and government agencies from establishment of the district are nominal. There is no adverse impact on competition or employment from district establishment. The persons affected by establishment are the future landowners, present landowners, Lee County and its taxpayers, and the State of Florida. There is a net economic benefit flowing to these persons from district establishment as the entity to manage and finance the statutory services identified. The impact of district establishment and function on competition and the employment market is marginal and generally positive,

as is the impact on small business. None of the reasonable public or private alternatives, including an assessment of less costly and less intrusive methods and of probable costs and benefits of not adopting the ordinance, are as economically viable as establishing the district. Methodology is set forth in the economic impact statement on file. The statement of estimated regulatory costs of this petition on district establishment is adequate.

3. Establishment of the proposed district, whose charter must be in accordance with the general law as set forth in Sections 190.006 -190.041, Florida Statutes, is not inconsistent with the local Comprehensive Plan of Lee County or the State Comprehensive Plan.

4. The area of land within the proposed district is of sufficient size, is sufficiently compact and is sufficiently contiguous to be developed as one functional interrelated community.

5. The district is the best alternative available for delivering community development services and facilities to the area that will be served by the district.

6. The community development services and facilities of the district will be compatible with the capacity and uses of existing local and regional community development services and facilities.

7. The area that will be served by the district is amenable to separate special district government.

8. The proposed district, once established, may petition the Board of County Commissioners for consent to exercise one or more of the powers granted by charter in Section 190.012(2), Florida Statutes.

9. Upon the effective date of this Ordinance, the proposed Palermo Community Development District will be duly and legally authorized to exist and exercise all of its general and special powers as limited by law; and has the right to seek consent from Lee County for the grant of authority to exercise special powers in accordance with F.S. 190.012(2), without question as to the district's continued right, authority and power to exercise its limited powers as established by this ordinance.

10. All notice requirements of law were met and complete notice was timely given.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA:

SECTION ONE: DISTRICT NAME

The community development district herein established will be known as Palermo Community Development District.

SECTION TWO: AUTHORITY FOR ORDINANCE

This Ordinance is adopted pursuant to Section 190.005(2), Florida Statutes, and other applicable provisions of law governing county ordinances.

**SECTION THREE: ESTABLISHMENT OF
COMMUNITY DEVELOPMENT DISTRICT**

Palermo Community Development District is hereby established within the boundaries of the real property described in Exhibit "A" attached hereto and incorporated by reference.

SECTION FOUR: DESIGNATION OF INITIAL BOARD MEMBERS

The following five persons are designated to be the initial members of the Board of Supervisors:

1. Ray Phillips
13100 Westlinks Terrace
Fort Myers, Florida 33913
2. Andy Stilfield
13100 Westlinks Terrace
Fort Myers, Florida 33913
3. Jim Puccio
10481 Six Mile Cypress Pkwy.
Fort Myers, Florida 33966
4. Scott Edwards
10481 Six Mile Cypress Pkwy.
Fort Myers, Florida 33966
5. Tracy Croghan
13100 Westlinks Terrace
Fort Myers, Florida 33913

SECTION FIVE: STATUTORY PROVISIONS GOVERNING DISTRICT

Palermo Community Development District will be governed by the provisions of Chapter 190, Florida Statutes.

SECTION SIX: NOTICE TO SUBSEQUENT PURCHASERS

Any and all agreements for the sale of property within the boundaries of the Palermo Community Development District must include the disclosure statement required in Florida Statutes §190.048 for the initial sale of the property. This requirement applies to the initial seller of a parcel as well as all subsequent sellers, successors and assigns, for the life of the Palermo Community Development District.

SECTION SEVEN CONFLICT OF SEVERABILITY

In the event this Ordinance conflicts with any other Lee County ordinance or other applicable law, the more restrictive will apply. If any phase or portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed a separate, distinct and independent provision and such holding will not affect the validity of the remaining portion.

SECTION EIGHT: EFFECTIVE DATE

This Ordinance becomes effective upon filing with the Florida Secretary of State.

Commissioner _____ made a motion to adopt the foregoing ordinance, seconded by Commissioner _____. The vote was as follows:

ROBERT P. JANES	_____
BRIAN BIGELOW	_____
RAY JUDAH	_____
TAMMARA HALL	_____
FRANK MANN	_____

DULY PASSED AND ADOPTED THIS _____ day of _____, 2007.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Robert P. Janes, Chair

APPROVED AS TO FORM:

By: _____
Dawn E. Perry-Lehnert
Office of County Attorney

Banks Engineering, Inc.

Professional Engineers, Planners & Land Surveyors
FORT MYERS ♦ NAPLES ♦ SARASOTA

DESCRIPTION
OF A
PARCEL OF LAND
LYING IN
SECTIONS 22 AND 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

(CRANE LANDING)

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTIONS 22 AND 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

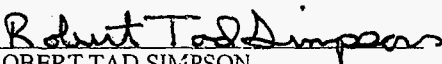
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23; THENCE S.00°12'52"E. FOR 100.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF MELLOW DRIVE (100.00 FEET WIDE PER COUNTY RIGHT-OF-WAY MAP FOR COUNTY PROJECT #4013) AND THE POINT OF BEGINNING; THENCE N.89°59'56"E. (100.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SECTION 23) FOR 2671.79 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23; THENCE N.89°55'22"E. ALONG SAID PARALLEL FOR 185.94 FEET; THENCE S.11°11'14"E. FOR 5333.31 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23; THENCE N.88°39'48"W. ALONG SAID SOUTH LINE FOR 1226.00 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 23; THENCE S.89°50'59"W. ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23 FOR 634.36 FEET; THENCE N.00°02'44"E. FOR 567.97 FEET; THENCE S.89°50'59"W. FOR 505.06 FEET; THENCE S.00°02'44"W. FOR 567.97 FEET TO A POINT OF INTERSECTION WITH SAID SOUTH LINE; THENCE S.89°50'59"W. ALONG SAID SOUTH LINE FOR 1519.93 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE N.00°02'44"E. ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23 FOR 2649.76 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 23 AND TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1174.94 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°57'01" FOR 122.02 FEET; THENCE N.05°59'45"E. FOR 435.43 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1024.94 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°12'37" FOR 111.09 FEET; THENCE N.00°12'52"W. FOR 882.68 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1024.94 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°25'42" FOR 222.33 FEET; THENCE N.12°38'34"W. FOR 387.74 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1174.94 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°25'42" FOR 254.86 FEET; THENCE N.00°12'52"W. FOR 110.54 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°44'43" FOR 78.32 FEET; THENCE S.89°57'35"E. FOR 124.78 FEET TO THE POINT OF BEGINNING.

ASSUMED NORTH BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, AS BEARING N.89°59'56"E.

PARCEL CONTAINS 394.82 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

DESCRIPTION PREPARED: 08-02-05


ROBERT TAD SIMPSON
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATION NO. 5559

S:\Jobs\19xx\1960\SURVEYING\DESCRIPTIONS\1960_SKT.doc
S:\Jobs\19xx\1960\SURVEYING\DESCRIPTIONS\1960_SKT.dwg

10511 Six Mile Cypress Pkwy, Suite 101, Ft Myers, Florida 33912 • (239) 939-5490 • Fax (239) 939-2923

SKETCH OF DESCRIPT.

Banks Engineer, Inc.

OF
A TRACT OR PARCEL OF LAND LYING IN
SECTIONS 22 AND 23,
TOWNSHIP 43 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA
(CRANE LANDING)

PROFESSIONAL ENGINEERS, LAND SURVEYORS & PLANNERS
FLORIDA BUSINESS CERTIFICATION NUMBER LB 6690
10511 SIX MILE CYPRESS PARKWAY - SUITE 101
FORT MYERS, FLORIDA 33912
(239) 939-5490



LINE TABLE

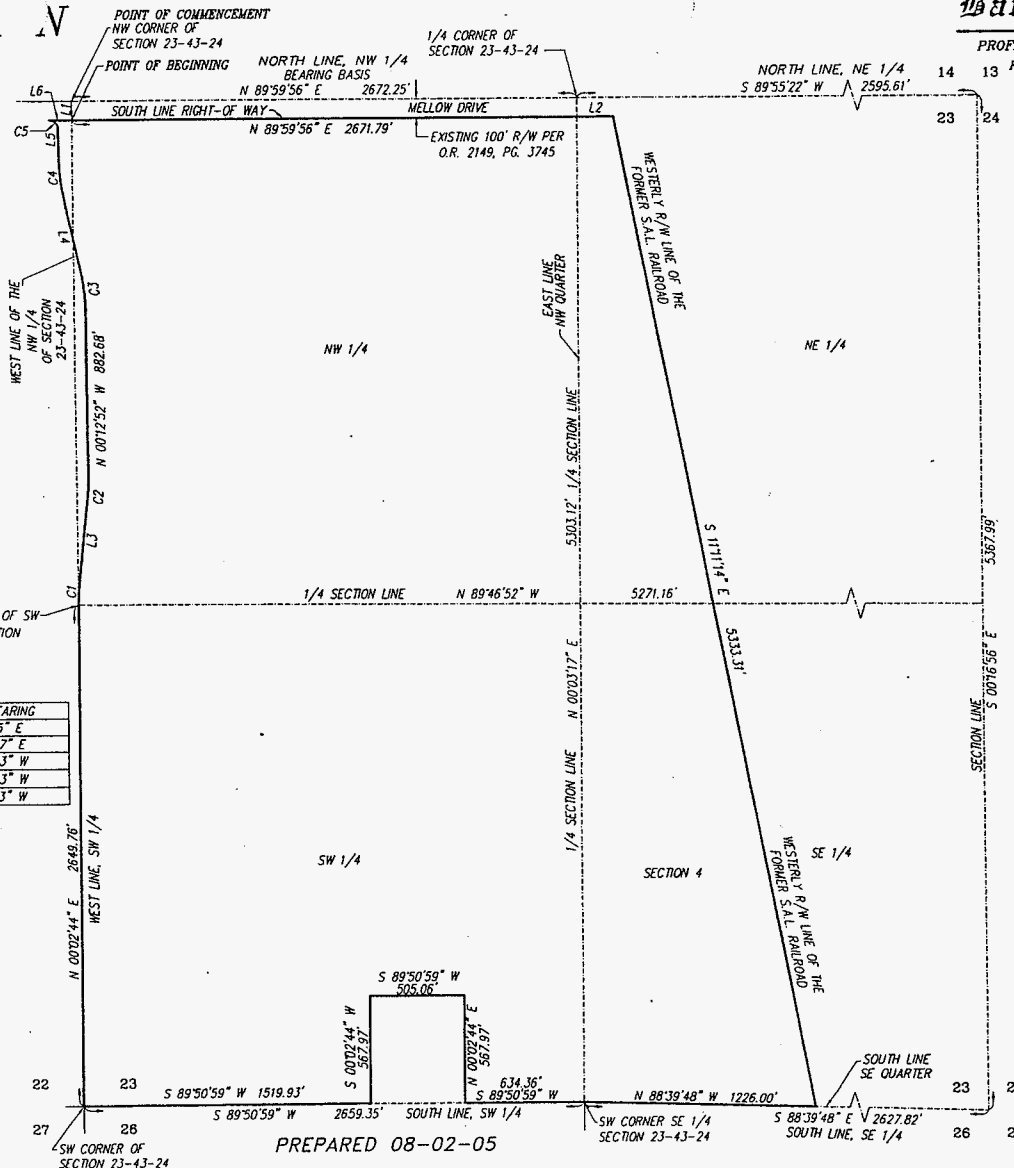
LINE	BEARING	DISTANCE
L1	S 0012'52" E	100.00'
L2	N 89'55'22" E	185.94'
L3	N 05'59'45" E	435.43'
L4	N 12'38'34" W	387.74'
L5	N 0012'52" W	110.54'
L6	S 89'57'35" E	124.78'

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	1174.94'	05'57'01"	122.02'	121.96'	N 03'01'15" E
C2	1024.94'	06'12'37"	111.09'	111.04'	N 02'53'27" E
C3	1024.94'	12'25'42"	222.33'	221.89'	N 06'25'43" W
C4	1174.94'	12'25'42"	254.86'	254.36'	N 06'25'43" W
C5	50.00'	89'44'43"	78.32'	70.55'	N 45'05'13" W

NOTES:

- SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.
- ASSUMED NORTH BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, AS BEARING N.89'59'56"E.



LEGEND:

- PG. INDICATES PAGE
- O.R. INDICATES OFFICIAL RECORDS BOOK
- C INDICATES CENTER LINE
- P.I. INDICATES POINT OF INTERSECTION
- L1 INDICATES LINE 1 OF LINE TABLE
- C1 INDICATES CURVE 1 OF CURVE TABLE

SEE SHEET 1 FOR COMPLETE METES AND BOUNDS DESCRIPTION.
THIS SKETCH OF DESCRIPTION IS NOT A BOUNDARY SURVEY

Robert T. Simpson
ROBERT TAD SIMPSON
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATION NO. 5559

- THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PREPARED 08-02-05

PLANNING DIVISION
M E M O R A N D U M



to: Dawn Lehnert, Assistant County Attorney
from: Paul O'Connor, ^{POC}AICP, Director of Planning
subject: Palermo UCDD
date: Wednesday, January 24, 2007

Planning staff has completed its review of the petition to establish the Palermo Uniform Community Development District. Attached is the staff report being issued by the Lee County Division of Planning recommending approval of the establishment of the UCDD with the basic systems, facilities and services provided under Section 190.012(1), F.S. Also attached are a copy of the wastewater Developer Agreement between North Fort Myers Utilities and CL Ventures, an updated letter from Lee County Utilities indicating potable water availability, and a Future Land Use map for the subject property prepared by planning staff.

Planning staff is requesting that notice of any scheduled hearings or meetings concerning this petition be forwarded to us.

2007 JAN 24 AM 9:06
RECEIVED BY
LEE CO. ATTORNEY

**ANALYSIS OF THE PALERMO
PETITION TO ESTABLISH A
UNIFORM COMMUNITY
DEVELOPMENT DISTRICT**

*Prepared for
BOARD OF COUNTY COMMISSIONERS
by
LEE COUNTY DIVISION OF PLANNING*

January 19, 2007

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INTRODUCTION

CL Ventures, L.L.C. has petitioned the Board of County Commissioners of Lee County, Florida to adopt an ordinance to establish a Uniform Community Development District (UCDD) and to designate the land area within which the UCDD may manage and finance basic infrastructure systems, facilities and services pursuant to the Uniform Community Development District Act of Florida, Chapter 190, Florida Statutes and Rule 42-1, Florida Administrative Code. The Uniform Community Development District Act was originally adopted in 1980. The act sets forth the procedure for the establishment of such a district, the district's powers and duties for public improvements and community facilities, and additional special powers that the district, after its establishment, may petition for.

If approved the district will be granted the power to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems and facilities for the following basic infrastructure: water management; water supply, sewer, and waste water management; bridges or culverts; district roads; and other projects inside or outside the district boundary for which a Development Order is issued.

BACKGROUND

CL Ventures, L.L.C., hereafter called "Petitioner," is a Florida limited liability company with its principal place of business located at 11934 Fairway Lakes Dr., Fort Myers Florida, 33913.

F.S. 190.005(2) sets forth the "exclusive and uniform method for the establishment of a community development district of less than 1,000 acres in size." This establishment "shall be pursuant to an ordinance adopted by the county commission having jurisdiction over the majority of the land in the area in which the district is to be located granting a petition for the establishment of a community development district."

The Petitioner proposes to establish a Uniform Community Development District on approximately three hundred ninety four (394±) acres of land located in Lee County, Florida and lying within Sections 22 and 23, Township 43 South, Range 24 East. The property is located to the North of the North Fort Myers Academy of the Arts, South of Del Prado Boulevard North, to the east of Sabal Springs RPD and Island Vista Estates Mobile Home Park, and to the West of Suncoast Estates in North Fort Myers. A map showing the land area to be served by the District and a metes and bounds description of the external boundaries of the District is set forth in Exhibits 1 and 2 to the petition. There are no parcels within the external boundaries of the proposed District which are to be excluded from the District.

Adopting the ordinance and granting the petition would authorize the district, through its board of supervisors, to manage and finance certain basic infrastructure for the benefit of the landowners in the community. This infrastructure, or basic systems, facilities and

services, under Section 190.012(1), F.S., includes four basic types: water supply; sewers and wastewater management; water control and management (drainage); and, roads, bridges and streetlights, as well as "other projects" as specified under Section 190.012(1)(f), Florida Statutes.

In order to provide the basic systems, facilities and services, the district has certain management and financing powers. However, these powers may be exercised only if the district complies with certain strict and detailed procedural requirements. These include: ethics in government; disclosure; conflict of interest requirements; noticed meetings; government-in-the-sunshine conduct; accounting and reporting requirements to various local and state agencies; consultants competitive negotiations procedures; competitive bidding procedures; and, others. In addition to complying with these many procedural requirements, the district still may not manage and finance any of these services and facilities without a showing that development of the properties complies with all legitimate policies, constraints, authorities, controls or conditions on the development of the land, whether local, regional, state or federal in nature, and whether in the form of policies, laws, rules, regulations or ordinances. The district itself is not considered "development." Rather, the district is an alternative mechanism to assure the County and the landowners of the particular land in question that basic systems, facilities and services will be managed and financed in an efficient and economical way.

In order to provide these services, the district is also given certain eminent domain powers, within the very tight constraints summarized above, as well as the authority to require service charges, fees or taxes for the various services rendered, ranging from installation of capital facilities to long-term maintenance and repair. Without the County's consent by resolution, the aforementioned eminent domain power is limited to the boundaries of the district. The district may also issue non-ad valorem special assessment bonds, revenue and other user bonds, and general obligation bonds. However, no general obligation bonds can be issued without a referendum and without a showing that it will not exceed 35 percent of the assessed valuation of the property within the district.

Accordingly, if the County adopts the ordinance and establishes the district, the Palermo Community Development District will then be an infrastructure management tool. This pinpointed responsibility can benefit the landowners with timely, efficient, reliable and flexible services. It serves as a concurrency management tool for the County, the landowners, the developer and, ultimately, the residents. In addition, the district would be a financing tool providing financial incentives for long-range and high quality service benefits to initial and subsequent landowners without burdening Lee County and its taxpayers.

Finally, such a district may not outlive its practical utility and usefulness. If it ceases to function it will automatically be disbanded by state law. If at any time during its existence Lee County determines by a non-emergency ordinance that it can provide any one of the district services in a more economical manner, over the long term, at lower cost with higher

quality, Lee County may then take that service away from the district and provide the service itself.

THE PETITION

The statutes require that a petition be filed containing the following information:

- a metes and bounds description of the external boundaries of the district and the impact of the proposed district on property within the external boundaries of the district which is excluded from the district;
- the consent of the property owners;
- the designation of the initial members of the board of supervisors;
- the proposed name of the district;
- a map of the proposed district showing current major trunk water mains and sewer interceptors and outfalls if in existence;
- the proposed timetable and estimated cost of constructing the proposed services;
- the designation of the future general distribution, location, and extent of public and private uses of land; and,
- a statement of estimated regulatory costs.

Such a petition was received from the Petitioner by Lee County on October 11, 2005. In order to assist the Commission and its staff in reviewing the petition, supplemental materials were requested and were furnished by the Petitioner. The Petition and supplemental materials have been incorporated into this analysis. Planning staff's review of the petition finds the submittal to be sufficient.

FACTORS TO BE CONSIDERED

In accordance with F.S. 190, Lee County is required to consider the following six factors in making a determination to grant or deny a petition for the establishment of a community development district:

1. Whether all statements contained within the petition have been found to be true and correct.

2. Whether the creation of the district is inconsistent with any applicable element or portion of the state comprehensive plan or of the effective local government comprehensive plan.
3. Whether the area of land within the proposed district is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community.
4. Whether the district is the best alternative available for delivering community development services and facilities to the area that will be served by the district.
5. Whether the community development services and facilities of the district will be incompatible with the capacity and uses of existing local and regional community development services and facilities.
6. Whether the area that will be served by the district is amenable to separate special-district government.

The obligation of the Board of County Commissioners is to consider the six factors using the information in the petition and its attachments, any other documents and information that have been filed. The key decisions to be made by the Board in establishing a district is simply whether it is a reasonable thing to do in view of the six factors which the law requires Lee County to analyze.

It should be noted that these factors are not specific criteria nor are they legal permit requirements or standards. Neither are they the basis for rendering any kind of final order or judgement. In accordance with F.S. 190.004(3) the creation of a community development district is not a development order with the meaning described in Chapter 380. All governmental planning, environmental, and land development laws, regulations, and ordinances apply to the development of the land within a community development district.

STAFF ANALYSIS OF FACTORS

Planning staff has reviewed the petition and accompanied materials. Following is staff's determination of the petition's applicability to each of the six factors.

Concerning Factor #1: Staff concludes that all statements contained within the petition are true and correct. This determination applies to the petition and all of its Exhibits. Concerning petition Exhibit 10, staff agrees with the statement of estimated regulatory costs that there is no adverse impact on small businesses. In fact there could be positive impacts due to the opportunity for small businesses to bid on work within the district. Staff also concurs with the methodology employed in the statement of estimated regulatory costs.

Concerning Factor #2:

Staff concludes that the creation and establishment of the district is not inconsistent with any applicable element or portion of either the state comprehensive plan or the Lee County local government comprehensive plan, the Lee Plan. In fact, the establishment of the district is affirmatively consistent with Section 187.201(21)(b)(2) F.S., which encourages restructuring political jurisdictions with the goal of greater efficiency. It is also consistent with Policy 1.1.4 of the Lee Plan, the Urban Community future land use category. The request is consistent with Objective 2.2, Development Timing, which directs “new growth to those portions of the Future Urban Areas where adequate public facilities exist or are assured and where compact and contiguous development patterns can be created.”

Concerning Factor #3: Planning staff has determined that the area of the land within the proposed district is of sufficient size, is sufficiently compact, and sufficiently contiguous to be developable as one functional interrelated community on the site.

Concerning Factor #4: Under Section 190.005(1)(e)4 of the Florida Statutes, there are three alternatives for financing community development services. The first method is through pure County financing. Under this method, the County is directly responsible for the construction and maintenance of roads, water and sewer services. This would spread the costs of construction and maintenance to all Lee County residents, not just the property owners of the Palermo subdivision. Lee County does not construct “Subdivision level” infrastructure.

The second method is finance infrastructure through private conventional funding. This can be very expensive and difficult to obtain, possibly resulting in reduced levels of service. Also, maintenance may be relegated to a homeowners association without sufficient backing to enforce dues and assessments.

The third method is to create a Community Development District which establishes means to finance the construction and maintenance of community infrastructure and services. Construction and maintenance costs are borne by the property owners who receive the benefits of the new infrastructure.

Planning staff has reviewed these three alternatives with regard to the site and concludes that the establishment of a Uniform Community Development District is one of the best alternatives available for delivering community development services and facilities to the area that will be served by the district. Staff has further concluded that establishment of the district is compatible with the function of existing units of local government or that any issues have been or may be adequately addressed by interlocal agreement.

Concerning Factor #5: Staff has reviewed the issue of the capacity and uses of any existing local and regional community development services and facilities. Currently the subject area is located within Lee County Utilities water service areas. The subject area is within the North Fort Myers Utilities sewer service area. The establishment of the District will not create a conflict with these utilities because it is the intent of the District to construct

and then turn over ownership to Lee County Utilities for operating and maintenance of the water utilities. North Fort Myers Utilities will own, operate and maintain the wastewater utilities. Other services and facilities such as storm water management will be funded and maintained by the district.

Staff has determined that the community development services and facilities of the district will not be incompatible with the capacity and uses of the existing local and regional services and facilities which deal with community development.

Concerning Factor #6: Staff has reviewed the area in question and has determined that it is amenable to separate special district government.

ADDITIONAL ANALYSIS

As in previous reviews, staff has a concern that future purchasers of property or dwelling units within the proposed UCDD are aware that the property they are purchasing will be subject to additional assessments for public services and facilities, beyond those taxes and assessments levied by local governments. Section 190.048, Florida Statutes, contains a provision that requires that a buyer of an "initial" parcel, or the buyer of an "initial" residential unit within a UCDD be notified that the property or dwelling unit being purchased is subject to special assessments from the district. Second and third buyers of property or dwelling units, however, would not be notified that the property is subject to these special assessments. Staff believes that all future purchasers of property within a UCDD should be made aware that they will be subject to additional district assessments. Staff therefore recommends that the disclosure statement provided in Section 190.048, Florida Statutes apply to all subsequent sales within the UCDD, and not just to the initial sale. Staff recommends the inclusion of the following language in the adopting ordinance of the proposed district:

Any and all agreements for the sale of property within the boundaries of the Palermo Community Development District must include the disclosure statement required in Section 190.048, Florida Statutes, for the initial sale of the property. This requirement applies to the initial seller of the property as well as all subsequent sellers, successors and assigns for the life of the Palermo Community Development District.

RECOMMENDATION

Planning staff recommends that the Board of County Commissioners adopt and enact the Ordinance establishing the Palermo Uniform Community Development District. In accordance with Section 190.005(1)(f), F.S., the Ordinance enacts the following:

1. It establishes the external boundaries of the district which are set forth in ordinance Attachment A;

2. It names the five persons designated to be the initial members of the board of supervisors who shall be:

Scott Osmond
Norman Hash
Kirk Czahor
Brian Sabeau
Darin McMurray

3. It establishes the name of the district which shall be: The Palermo Community Development District.
4. It establishes the inclusion of the disclosure statement of Section 190.048, F.S. to subsequent land purchase agreements within the boundaries of the district.



5660 Bayshore Road, Suite 36 • North Fort Myers, Florida 33917

Mailing Address: P.O. Box 2547 • Fort Myers, Florida 33902

(239) 543-1005

Fax (239) 543-2226

July 19, 2006

Andrea Guerrero
Banks Engineering
10511 Six Mile Cypress Parkways
Suite 101
Fort Myers, Fl. 33912

RE: Palermo

Dear Ms Guerrero:

Enclosed is an executed original and a copy of the Wastewater Developer Agreement between North Fort Myers Utility, Inc. and CL Ventures, LLC, for you and your client.

Should you have questions or need additional information, please contact me at (239) 543-1005.

Sincerely,

A.A. Reeves
Utility Director

Executed Agreement

Palermo
NAME OF PROJECT

WASTEWATER AGREEMENT

THIS AGREEMENT made and entered into this 12th day of June, 2006, by and between CL VENTURES, LLC, a Florida limited liability company, whose address is 13100 Westlinks Terrace, Fort Myers, FL (hereinafter referred to as "Developer"), and NORTH FORT MYERS UTILITY, INC., a Florida corporation, whose address is 5660 Bayshore Road, Suite ~~35~~, Fort Myers, FL 33917 (hereinafter referred to as "Service Company"), 34 AAR

WHEREAS, Developer owns real property located in Lee County, Florida, and described in Exhibit "A," attached hereto and made a part hereof as if fully set out in this paragraph and hereinafter referred to as the "Property," and Developer intends to develop the Property into 427 single-family homes, 802 multi-family units, and commercial units requiring 11,426 gpd of wastewater capacity ("Palermo Development"); and

WHEREAS, Developer is presently seeking the establishment of a Community Development District pursuant to Chapter 190, F.S., which will include all or portions of the Property. ("CDD"); and

WHEREAS, the Service Company has adequate system capacity and is willing to provide, in accordance with the provisions of this Agreement and Service Company's Service Availability Policy, central wastewater services to the Property as described in Exhibit "A" and thereafter operate applicable facilities so that the occupants of the improvements on the Property will receive an adequate wastewater collection, treatment and disposal service from Service Company ("Wastewater Service");

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Developer and Service Company hereby covenant and agree as follows:

1.0 The foregoing recitations are true and correct.

2.0 The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

- (a) "Contribution-in-aid-of-Construction (CIAC)"
The sum of money and/or the value of property represented by the cost of the wastewater collection systems including lift stations and treatment plants constructed or to be constructed by Developer, which Developer transfers, or agrees to transfer, to Service Company at no cost to Service Company to provide utility service to specified property.
- (b) "Equivalent Residential Connection (ERC)" -
A factor used to convert a given average daily flow (ADF) to the equivalent number of residential connections. For this purpose the average daily flow of one equivalent residential connection (ERC) is 275 gallons per day (gpd). The number of ERC's contained in a given ADF is determined by dividing that ADF by 275 gpd. The determination of the number of ERC's for the Property shall be subject to factoring as outlined in Service Company's Service Availability Policy.
- (c) "Point of Delivery" - The point where the pipes of Service Company are connected with the pipes of the customer, which is generally the customer's property line.
- (d) "Property" - The area or parcel of land described in Exhibit "A."
- (e) "Service" - The readiness and ability on the part of Service Company to furnish and maintain Wastewater Service to the Point of Delivery (pursuant to applicable rules and regulations of applicable regulatory agencies).

3.0 Connection Charges. Developer hereby agrees to pay to Service Company the following connection charges:

Contributions In Aid Of Construction: System Capacity Charges. The contribution of a portion of the cost of construction of treatment plants, and collection and disposal systems, described in Exhibit "B."

3.1 Payment of the connection charges does not and will not result in Service Company waiving any of its rates or rules and regulations, and their enforcement shall not be affected in any manner whatsoever by Developer making payment of same. Service Company shall not be obligated to refund to Developer any portion of the value of the connection charges for any reason whatsoever, nor shall Service Company pay any interest or rate of interest upon the connection charges paid.

3.2 Neither Developer nor any person or other entity holding any of the Property by, through or under Developer, or otherwise, shall have any present or future right, title, claim or interest in and to the connection charges paid or to any of the wastewater facilities and properties of Service Company, and all prohibitions applicable to Developer with respect to no refund of connection charges, no interest payment on said connection charges and otherwise, are applicable to all persons or entities.

3.3 Any user or consumer of Wastewater Service shall not be entitled to offset any bill or bills rendered by Service Company for such service or services against the connection charges paid. Developer shall not be entitled to offset the connection charges against any claim or claims of Service Company.

4.0 On-Site Systems. Developer shall be responsible for the construction of all on-site systems. On-site systems shall include all wastewater collection lines, facilities and equipment, including any lift stations located within the boundaries of the Property constructed for the purpose of providing Wastewater Service to the proposed units on the Property.

4.1 Developer shall cause to be prepared three (3) copies of the applications for permits and three (3) sets of finalized engineering plans prepared and sealed by a professional engineer registered in the State of Florida. Plans shall show the on-site wastewater systems proposed to be installed to provide service to the Property. Developer shall cause his engineer to submit

specifications governing the material to be used and the method and manner of installation. All such plans and specifications submitted to Service Company's engineer shall meet the minimum specifications of Service Company and shall be subject to the approval of Service Company, which approval shall not be unreasonably withheld. No construction shall commence until Service Company and appropriate regulatory agencies have approved such plans and specifications in writing. When permits and approved plans are returned by appropriate regulatory agencies to Developer, Developer shall submit to Service Company one copy of the wastewater permit and approved plans. Plans may be submitted on a phase by phase basis.

4.2 After the approval of plans and specifications by Service Company and appropriate regulatory agencies, Developer, or the engineer of record, shall set up a preconstruction conference with engineer of record, utility contractor, appropriate building official(s), all other utility companies involved in the development of the Property, and Service Company.

4.3 Developer shall provide to Service Company's inspector, twenty-four (24) hours notice prior to commencement of construction. Developer shall cause to be constructed, at Developer's own cost and expense, the on-site wastewater collection systems as shown on the approved plans and specifications.

4.4 During the construction of the on-site systems by Developer, Service Company shall have the right to inspect such installations to determine compliance with the approved plans and specifications. The engineer of record shall also inspect construction to assure compliance with the approved plans and specifications. Service Company, engineer of record and utility contractor shall be present for all standard tests for pressure, exfiltration, line and grade, and all other normal engineering tests to determine that the systems have been installed in accordance with the approved plans and specifications, and good engineering practices. Developer agrees to pay to Service Company, or Service Company's authorized agent, a reasonable sum to cover the cost of inspection of installations made by Developer or his contractor.

4.5 Upon completion of construction, Developer's engineer of record shall submit to Service Company a copy of the signed certification of completion submitted to the appropriate regulatory agencies. The engineer of record shall also submit to Service Company ammonia mylars and, if available, computerized (digital) drawings of the as-built plans prepared and certified by the engineer of record.

4.6 By these presents, Developer hereby transfers to Service Company, title to the on-site systems. Such conveyance shall take effect at the time Service Company issues its final letter of acceptance, which may be on a phase by phase basis. As further evidence of said transfer of title, upon the completion of the installation, but prior to the issuance of the final letter of acceptance and the rendering of service by Service Company, Developer shall:

- (a) Convey to Service Company, by bill of sale in form satisfactory to Service Company's counsel, the on-site systems as constructed by Developer and approved by Service Company.
- (b) Provide Service Company with copies of invoices from contractor for such systems.
- (c) Provide to the Service Company Releases of Lien for all contractor's invoices and an executed notarized affidavit in a form satisfactory to Service Company's counsel of Developer's right to convey the property and assuring that work has been fully paid for such utility systems installed by Developer by reason of work performed or services rendered in connection with the on-site systems.
- (d) Assign any and all warranties and/or maintenance bonds and the rights to enforce same to the Service Company which Developer obtains from any contractor constructing such utility systems. Developer hereby warrants and guarantees for one year from the date of transfer that the system is free of defects, and functions or will function as designed. Developer shall immediately repair any defects or Service Company may make repair at Developer's expense.
- (e) Provide Service Company with all appropriate operation/maintenance and parts manuals and shop drawings.
- (f) Further cause to be conveyed to Service Company, free and clear of all encumbrances, non-exclusive easements and/or rights-of-way covering areas in which such systems are installed, by recordable document in form satisfactory to Service Company's counsel, unless such systems are located in dedicated utility easements.

4.7 Service Company agrees that the issuance of the final letter of acceptance for such systems installed by Developer shall constitute the assumption of responsibility by Service Company for the continuous operation and maintenance of such systems from that date forward.

5.0 Agreement to Serve. Upon the completion of construction of the on-site wastewater collection system, and in accordance with the other terms of this Agreement and Service Company's Service Availability Policy, Service Company covenants and agrees that it will connect or oversee the connection of the on-site wastewater collection system to the central facilities of Service Company in accordance with the terms and intent of this Agreement. Such connection shall at all times be in accordance with rules, regulations and orders of the applicable governmental authorities. Service Company agrees that once it provides Wastewater Service to the Property and Developer or others have connected to its system, that thereafter Service Company will continuously provide, at its cost and expense, but in accordance with the other provisions of this Agreement, including rules and regulations and rate schedules, Wastewater Service to the Property in a manner to conform with all requirements of the applicable governmental authority having jurisdiction over the operations of Service Company.

6.0 Application for Service: Developer shall not have the right to and shall not connect to the facilities of Service Company until formal written application has been made to Service Company and right to proceed with connections of the phases of on-site system in accordance with the then effective rules and regulations of Service Company and approval for such connection has been granted.

6.1 If a commercial kitchen, cafeteria, restaurant or other commercial food preparation or dining facility is constructed within the Property, the Service Company shall have the right to require that a grease trap be constructed, installed and connected so that all wastewater from any grease producing equipment within such facility, including floor drains in food preparation areas, shall first enter the grease trap for pretreatment before the wastewater is delivered to the lines of the Service Company. Size, materials and construction of such grease trap to be approved by Service Company.

6.2 No substance other than domestic wastewater will be placed into the wastewater system and delivered to the lines of the Service Company. Should any non-domestic wastes, grease or oils, including, but not limited to, floor wax or paint, be delivered to the lines, the customer responsible for the discharge will be responsible for payment of the cost and expense required in correcting or repairing any resulting damage.

7.0 Exclusive Right to Provide Service. Developer, as a further and essential consideration of this Agreement, agrees that Developer, or the successors and assigns of Developer, shall not (the words "shall not" being used in a mandatory definition) engage in the business or businesses of providing Wastewater Service to the Property during the period of time Service Company, its successors and assigns, provide Wastewater Service to the Property, it being the intention of the parties hereto that under the foregoing provision and also other provisions of this Agreement, Service Company shall have the sole and exclusive right and privilege to provide Wastewater Service to the Property and to the occupants of such residence, building or unit constructed thereon. Service Company represents and warrants that (i) it has adequate system capacity to serve the Palermo Development; (ii) it has reserved said capacity to the Developer; (iii) it is duly licensed to provide Wastewater Service to Developer and (iv) it will take all necessary steps in order to keep in good standing all permits necessary to carry out this Agreement.

8.0 Rates. Service Company agrees that the rates to be charged to Developer shall be those set forth in the tariff of Service Company approved by the applicable governmental agency. However, notwithstanding any provision in this Agreement, Service Company, its successors and assigns, may establish, amend or revise, from time to time in the future, and enforce rates or rate schedules so established and enforced and shall at all times be reasonable and subject to regulations by the applicable governmental agency, or as may be provided by law.

Rates charged to Developer or consumers located upon the Property shall at all times be identical to rates charged for the same classification of service, as are or may be in effect throughout the service area of Service Company.

8.1 Notwithstanding any provision in this Agreement to the contrary, Service Company may establish, amend or revise, from time to time, in the future, and enforce rules and regulations covering Wastewater Service to the Property. However, all such rules and regulations so established by Service Company shall at all times be reasonable and subject to such regulations as may be provided by law or contract.

8.2 Any such initial or future lower or increased rates, rate schedules, and rules and regulations established, amended or revised and enforced by Service Company from time to time in the future, as provided by law, shall be binding upon Developer; upon any person or other entity holding by, through or under Developer; and upon any user or consumer of the Wastewater Service provided to the Property by Service Company.

9.0 Binding Effect of Agreement. This Agreement shall be binding upon and shall inure to the benefit of Developer, Service Company and their respective assigns and successors by merger, consolidation, conveyance or otherwise. Any assignment or transfer by Developer shall be approved in writing by Service Company, which approval shall not be unreasonably withheld. Any assignment or transfer by NFMU shall be approved in writing by the Developer, which approval shall not be unreasonably withheld.

10.0 Notice. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by mail or by telegram, and if to Developer, shall be mailed or delivered to Developer as follows:

CL Ventures, LLC
13100 Westlinks Terrace
Fort Myers, FL 33913
ATTN: _____

with a copy to:

Henderson Franklin Starnes & Holt, P.A.
1715 Monroe Street
Fort Myers, FL 33901
ATTN: Charles J. Basinait, Esquire

Pavese Law Firm
1833 Hendry Street
Fort Myers, FL 33901
ATTN: Steven C. Hartsell

US Home Corporation
10481 Ben C. Pratt Parkway
Fort Myers, FL 33912
ATTN: Brian Sabean

and if to the Service Company, at:

North Fort Myers Utility, Inc.
Post Office Box 2547
Ft. Myers, Florida 33902

ATTN: A. A. Reeves, III

with a copy to:

Rose, Sundstrom & Bentley, LLP
Sanlando Center
2180 W. State Road 434, Suite 2118
Longwood, FL 32779
ATTN: Martin S. Friedman, Esquire

11.0 Laws of Florida. This Agreement shall be governed by the laws of the State of Florida and it shall be and become effective immediately upon execution by both parties hereto, subject to any approvals which must be obtained from governmental authority.

12.0 Costs and Attorney's Fees. In the event the Service Company or Developer is required to enforce this Agreement by Court proceedings or otherwise, by instituting suit or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorney's fees for administrative proceedings, trials and appeals.

13.0 Force Majeure. In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of such party, including but not limited to Act of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, sinkhole or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities, governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order or decree or judgment or restraining order or injunction of any court, said party shall not be liable for such non-performance, so long as said Party uses its best efforts to perform in the event of said disaster.

14.0 Indemnification. Each party agrees to indemnify and hold the other harmless from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney's fees for administrative proceedings, trials and appeals) to which the party may become subject by reason of or arising

out of the other party's performance of this Agreement. This indemnification provision shall survive the actual connection to Service Company's wastewater system.

MISCELLANEOUS PROVISIONS

15.0 This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Developer and Service Company, made with respect to the matters herein contained, and when duly executed, constitutes the entire agreement between Developer and Service Company. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed.

16.0 Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine, feminine and neuter genders shall each include the others.

17.0 Whenever approvals of any nature are required by either party to this Agreement, it is agreed that same shall not be unreasonably withheld or delayed.

18.0 The submission of this Wastewater Agreement by Service Company for examination by Developer does not constitute an offer but becomes effective only upon execution thereof by both parties.

19.0 Failure to insist upon strict compliance of any of the terms, covenants, or conditions herein shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or times be deemed a waiver or relinquishment of such right or power at any other time or times.

20.0 Because of inducements offered by Developer to Service Company, Service Company has agreed to provide wastewater services to Developer's project. Developer understands and agrees that capacity reserved hereunder cannot and shall not be assigned by Developer to Third Parties without the written consent of Service Company, except in the case of a bona-fide sale of Developer's Property, or part thereof, in which case, such approval shall not be unreasonably withheld. Moreover, Developer agrees that this contract is a superior instrument to any

other documents, representations, and promises made by and between Developer and Third Parties, both public and private, as regards the provisions of Wastewater Service to Developer's property.

21.0 It is agreed by and between the parties hereto that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement.

22.0 It is expressly understood and agreed that any obligation imposed upon the Developer may be met or fulfilled by the CDD, or other similar entity, and if so met or fulfilled by the CDD, the Developer shall be relieved of such obligation just as if the obligation were fulfilled directly by the Developer.

IN WITNESS WHEREOF, Developer and Service Company have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

WITNESSES:

NORTH FORT MYERS UTILITY, INC.

Print Name: Jenny M. Castelletto
Jenny M. CASTELLITTO

BY: A. A. Reeves III
A. A. REEVES, III
Vice President

Print Name: Sheila Hull
Sheila Hull

CL VENTURES, LLC

Print Name: Kirk Czahor

BY: Norm Hash
Its: Norm Hash
Treasurer
CL Ventures, LLC

Print Name: Shannon Fitz

[NOTARY ATTESTATIONS ON PAGE 11]

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 19 day of July, 2006, by A.A. REEVES, III as Vice President & Utility Manager of North Fort Myers Utility, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.



Patricia E. Horse
My Commission DD199116
Expires March 31, 2007

Patricia E. Horse
NOTARY PUBLIC - STATE OF FLORIDA
Printed Name: Patricia E. Horse
My Commission Expires: 3-31-07

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 13 day of JUNE, 2006, by NORMAN HAST, TREASURER, as of CL VENTURES, LLC, a Florida limited liability company. He/she is personally known to me or has produced _____ as identification.

George D. Seifert
NOTARY PUBLIC - STATE OF FLORIDA
Printed Name: _____
My Commission Expires: _____

OFFICIAL NOTARY SEAL
GEORGE D SEIFERTH
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. DD153401
MY COMMISSION EXP. SEPT 28, 2006

Banks Engineering, Inc.

Professional Engineers, Planners & Land Surveyors
FORT MYERS ♦ NAPLES ♦ SARASOTA

DESCRIPTION
OF A
PARCEL OF LAND
LYING IN
SECTIONS 22 AND 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

(CRANE LANDING)

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTIONS 22 AND 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

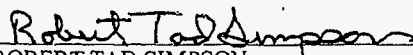
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23; THENCE S.00°12'52"E. FOR 100.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF MELLOW DRIVE (100.00 FEET WIDE PER COUNTY RIGHT-OF-WAY MAP FOR COUNTY PROJECT #4013) AND THE POINT OF BEGINNING; THENCE N.89°59'56"E. (100.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SECTION 23) FOR 2671.79 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23; THENCE N.89°55'22"E. ALONG SAID PARALLEL FOR 185.94 FEET; THENCE S.11°11'14"E. FOR 5333.31 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23; THENCE N.88°39'48"W. ALONG SAID SOUTH LINE FOR 1226.00 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 23; THENCE S.89°50'59"W. ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23 FOR 634.36 FEET; THENCE N.00°02'44"E. FOR 567.97 FEET; THENCE S.89°50'59"W. FOR 505.06 FEET; THENCE S.00°02'44"W. FOR 567.97 FEET TO A POINT OF INTERSECTION WITH SAID SOUTH LINE; THENCE S.89°50'59"W. ALONG SAID SOUTH LINE FOR 1519.93 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE N.00°02'44"E. ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23 FOR 2649.76 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 23 AND TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1174.94 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°57'01" FOR 122.02 FEET; THENCE N.05°59'45"E. FOR 435.43 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1024.94 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°12'37" FOR 111.09 FEET; THENCE N.00°12'52"W. FOR 882.68 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1024.94 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°25'42" FOR 222.33 FEET; THENCE N.12°38'34"W. FOR 387.74 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1174.94 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°25'42" FOR 254.86 FEET; THENCE N.00°12'52"W. FOR 110.54 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°44'43" FOR 78.32 FEET; THENCE S.89°57'35"E. FOR 124.78 FEET TO THE POINT OF BEGINNING.

ASSUMED NORTH BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, AS BEARING N.89°59'56"E.

PARCEL CONTAINS 394.82 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

DESCRIPTION PREPARED: 08-02-05


ROBERT TAD SIMPSON
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATION NO. 5559

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10511 Six Mile Cypress Pkwy, Suite 101, Ft Myers, Florida 33912 • (239) 939-5490 • Fax (239) 939-2923

SHEET 1 OF 2

EXHIBIT "A"

SKETCH OF DESCRIPTION

OF
A TRACT OR PARCEL OF LAND LYING IN
SECTIONS 22 AND 23,
TOWNSHIP 43 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA
(CRANE LANDING)

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 00°12'52" E	100.00'
L2	N 89°55'22" E	185.94'
L3	N 05°59'45" E	435.43'
L4	N 12°38'34" W	387.74'
L5	N 00°12'52" W	110.54'
L6	S 89°57'35" E	124.78'

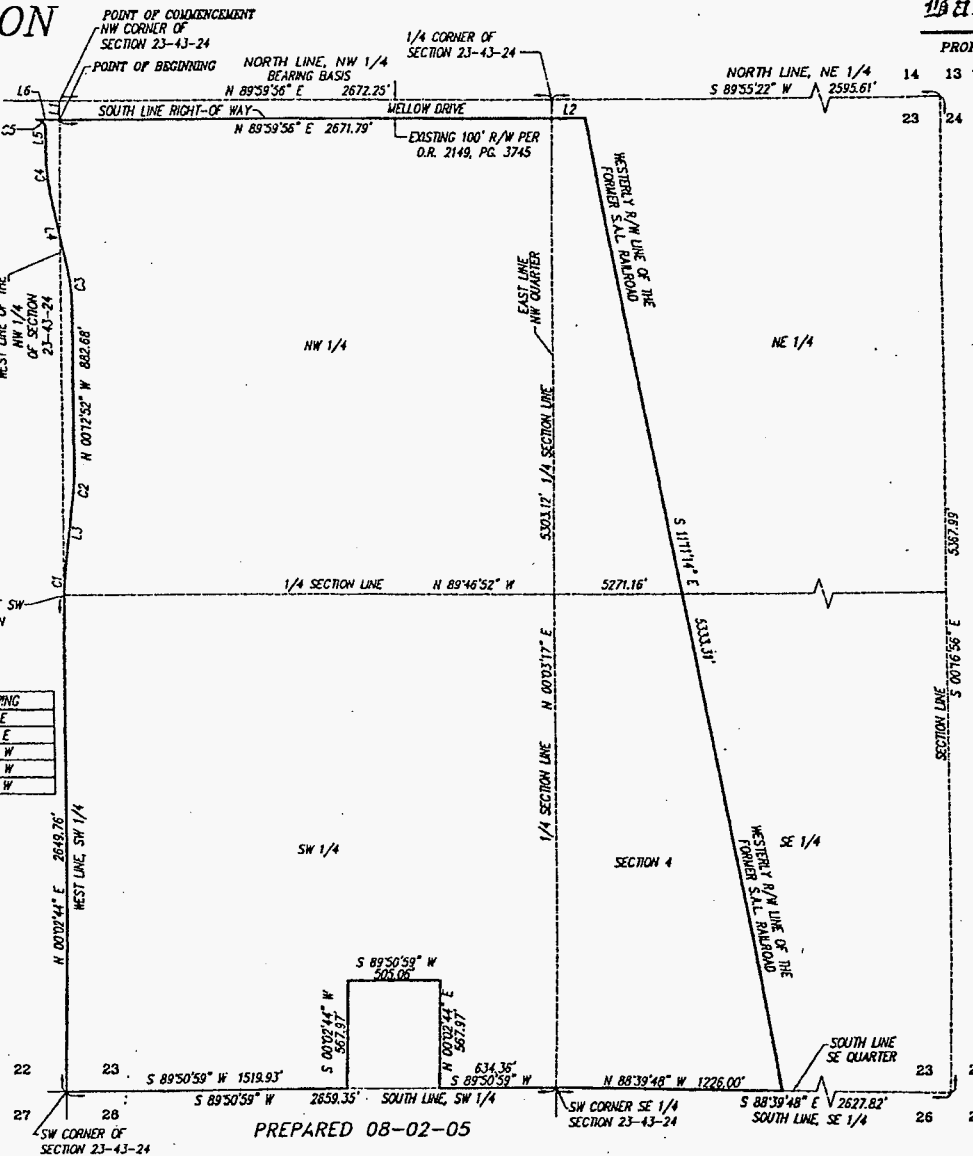
CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	1174.94'	05°57'01"	123.02'	121.96'	N 03°01'15" E
C2	1024.94'	06°12'37"	111.09'	111.04'	N 02°53'27" E
C3	1024.94'	12°25'42"	222.33'	221.89'	N 06°25'43" W
C4	1174.94'	12°25'42"	254.86'	254.36'	N 06°25'43" W
C5	50.00'	89°44'43"	78.32'	70.55'	N 45°05'13" W

NOTES:

- 1.) SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.
- 2.) ASSUMED NORTH BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, AS BEARING N.89°59'56"E.

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S:\JOBS\19XX\1960\SURVEYING\DESCRIPTIONS\1960_SKT.DWG



PREPARED 08-02-05

Banks Engineering, Inc.

PROFESSIONAL ENGINEERS, LAND SURVEYORS & PLANNERS
FLORIDA BUSINESS CERTIFICATION NUMBER LB 6690
10511 SIX MILE CYPRESS PARKWAY - SUITE 101
FORT MYERS, FLORIDA 33912
(239) 939-6460



1" = 800'

LEGEND:

- PG. INDICATES PAGE
- O.R. INDICATES OFFICIAL RECORDS BOOK
- C INDICATES CENTER LINE
- P.I. INDICATES POINT OF INTERSECTION
- L1 INDICATES LINE 1 OF LINE TABLE
- C1 INDICATES CURVE 1 OF CURVE TABLE

SEE SHEET 1 FOR COMPLETE METES AND BOUNDS DESCRIPTION.
THIS SKETCH OF DESCRIPTION IS NOT A BOUNDARY SURVEY

Robert Tad Simpson
ROBERT TAD SIMPSON
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATION NO. 5559

- THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

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EXHIBIT "B"

SYSTEM CAPACITY CHARGES

Developer, upon execution hereof, shall pay Service Company One-Third (1/3) of the total capacity fees set forth below. Developer shall pay the remaining amount within twelve (12) months of the date of this Agreement or upon Service Company's execution of DEP Permit Applications, whichever shall occur first. Developer shall not have to pay any increase in System Capacity Charges for those ERCs for which system capacity charge has been paid and a connection made. System capacity charges to be paid by Developer are those which are set forth in Service Company's Service Availability Policy approved by the Florida Public Service Commission and, accordingly, these charges may be changed from time to time with the approval of the Commission. Capacity is not reserved until System Capacity Charges have been paid.

Wastewater:

<u>Customer Category</u>	<u>Number of Units</u>	<u>Charge Per Unit</u>	<u>Total Charge</u>
Single Family	427	\$ 635.00	\$271,145.00
Multi-Family	802	\$ 520.00	\$417,040.00
General Service	11,426 gpd	\$ 2.31 per gpd	\$ 26,394.06
			\$714,579.00



LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: (239)479-8181

Bob Janes
District One
August 30, 2006

Douglas R. St. Cerny
District Two
Andrea Guerrero
Banks Engineering, Inc.
10511 Six Mile Cypress Parkway
Fort Myers, Fl. 33912

Ray Judah
District Three

Tammy Hall
District Four

**RE: POTABLE WATER SERVICE AVAILABILITY
PALERMO FKA CRANE LANDING, DEL PRADO EXTENSION
STRAP #S: 23-43-24-00-00001.0000**

John E. Albion
District Five

Dear Ms Guerrero:

Donald D. Stilwell
County Manager

Lee County Utilities owns and maintains potable water lines in the vicinity of the proposed project mentioned above. However, in order to provide service to the subject parcel, developer funded system enhancements such as line extensions will be required.

David M. Owen
County Attorney

Your firm has indicated that this project will consist of 1,229 single family residential and multi-family units, with an estimated flow demand of approximately 273,189 gallons per day. Based on these estimated flows, Lee County Utilities presently has sufficient capacity to provide potable water service as estimated above.

Diana M. Parker
County Hearing Examiner

Availability of potable water service is contingent upon final acceptance of the infrastructure to be constructed by the developer. Upon completion and final acceptance of this project, potable water service will be provided through Lee County Utilities' North Lee County Water Treatment Plant

The Lee County Utilities Operations Manual requires the project engineer to perform hydraulic computations to determine what impact this project will have on our existing system.

This letter should not be construed as a commitment to serve, but only as to the availability of service. Lee County Utilities will commit to serve only upon receipt of all appropriate connection fees, a signed request for service and/or an executed service agreement, the approval of all State and local regulatory agencies.

Sincerely,

LEE COUNTY UTILITIES

Mary McCormic
Senior Engineering Technician
Utilities Engineering Division

VIA FACSIMILE
Original Mailed

PALERMO

Banks Engineering, Inc.

Professional Engineers, Planners & Land Surveyors
FORT MYERS ♦ NAPLES ♦ SARASOTA

DESCRIPTION
OF A
PARCEL OF LAND
LYING IN
SECTIONS 22 AND 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

(CRANE LANDING)

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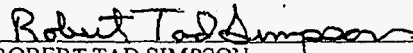
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PARCEL CONTAINS 394.82 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

DESCRIPTION PREPARED: 08-02-05


ROBERT TAD SIMPSON
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATION NO. 5559

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10511 Six Mile Cypress Pkwy, Suite 101, Ft Myers, Florida 33912 • (239) 939-5490 • Fax (239) 939-2923

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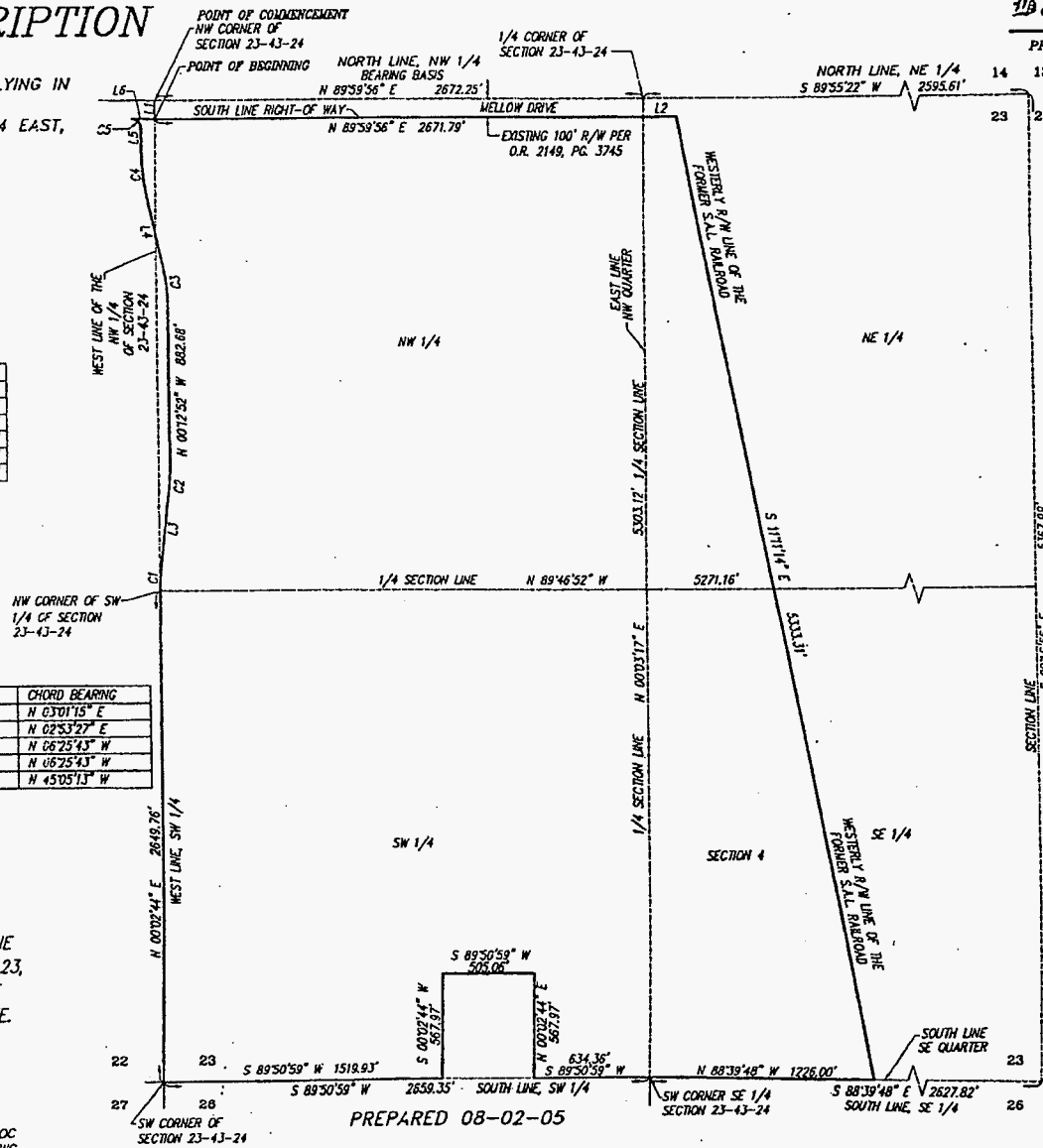
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NOTES:

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PREPARED 08-02-05

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**BEFORE THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA**

**AMENDMENT TO PETITION TO ESTABLISH THE PALERMO COMMUNITY
DEVELOPMENT DISTRICT**

Petitioner, CL Ventures, LLC (hereafter "Petitioner"), a Florida limited liability company, hereby submits its Amendment to the Petition to Establish the Palermo Community Development District. In support of this Amendment, Petitioner states:

Petitioner hereby requests to amend paragraph four of its Petition to Establish the Palermo Community Development District (the "Petition"). The Petition designated the following five individuals as the initial board members of the District: Scott Osmond, Norman Hash, Kirk Czahor, Brain Sabean and Darin McMurray.

This Amendment seeks to replace these members with the following individuals:

Name: Ray Phillips
Address: 13100 Westlinks Terrace
Fort Myers, Florida 33913

Name: Andy Stilfield
Address: 13100 Westlinks Terrace
Fort Myers, Florida 33913

Name: Jim Puccio
Address: 10481 Six Mile Cypress Pkwy.
Fort Myers, Florida 33966

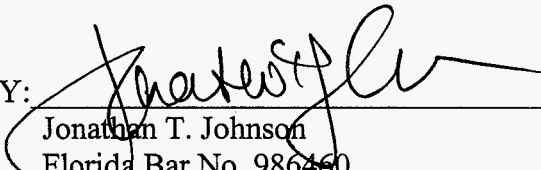
Name: Scott Edwards
Address: 10481 Six Mile Cypress Pkwy.
Fort Myers, Florida 33966

Name: Tracy Croghan
Address: 13100 Westlinks Terrace
Fort Myers, Florida 33913

All of the above-listed persons are residents of the state of Florida and citizens of the United States of America.

WHEREFORE, Petitioner respectfully requests the Lee County Board of County Commissioners, Lee County, Florida grant this Amendment to the Petition.

RESPECTFULLY SUBMITTED, this 6th day of February, 2007.

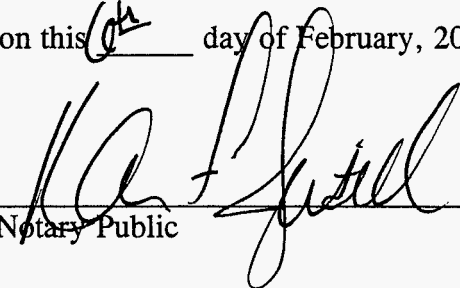
BY: 
Jonathan T. Johnson
Florida Bar No. 986460
HOPPING GREEN & SAMS, P.A.
123 South Calhoun Street
Tallahassee, Florida 32301
(850) 222-7500 Telephone
(850) 224-8551 Facsimile

Attorneys for Petitioner

STATE OF FLORIDA
COUNTY OF LEON

SWORN TO and SUBSCRIBED before me on this 6th day of February, 2007.

 **Karen F. Jusevitch**
Commission # DD599752
Expires November 25, 2010
Bonded Tray Pain Insurance, Inc. 800-365-7019


Notary Public

(SEAL)

Personally known ✓
Type of Identification produced _____

PETITION TO ESTABLISH CRANE'S LANDING COMMUNITY DEVELOPMENT DISTRICT

Submitted By:

Jonathan Johnson
Florida Bar No. 986460
123 South Calhoun Street
Post Office Box 6526
Tallahassee, Florida 32314
Telephone: (850)222-7500
Telephone: (850)224-8551
Attorney for Petitioner

BEFORE THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS

**PETITION TO ESTABLISH THE CRANES LANDING
COMMUNITY DEVELOPMENT DISTRICT**

Petitioner, CL Ventures, LLC, a Florida limited liability company, (hereafter "Petitioner"), hereby petitions the Lee County Board of County Commissioners pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes, to establish a Community Development District (hereinafter "District") with respect to the land described herein. In support of this petition, Petitioner states:

1. Location and Size. The proposed District is located entirely within Lee County, Florida ("County"). **Exhibit 1** depicts the general location of the project. The proposed District covers approximately 394.8 acres of land. It is located on a site East of U.S. 41, South of the Del Prado Extension and immediately North of the San Souci Lakes development. The metes and bounds description of the external boundaries of the District is set forth in **Exhibit 2**.

2. Excluded Parcels. There is no land within the external boundaries of the proposed District, which is to be excluded from the proposed District.

3. Landowner Consent. Petitioner has obtained written consent to establish the proposed District from the owners of one hundred percent of the real property located within the proposed District. Documentation of this consent is contained in **Exhibit 3**.

4. Initial Board Members. The five persons designated to serve as initial members of the Board of Supervisors of the proposed District are as follows:

Name: Scott Osmond
Address: 13100 Westlinks Terrace
Ft. Myers, Florida 33913

Name: Norman Hash
Address: 13100 Westlinks Terrace
Ft. Myers, Florida 33913

Name: Kirk Czahor
Address: 13100 Westlinks Terrace
Ft. Myers, Florida 33913

Name: Brian Sabean
Address: 10481 Ben C. Pratt & Six Mile Cypress Parkway
Ft. Myers, Florida 33912

Name: Darin McMurray
Address: 10481 Ben C. Pratt & Six Mile Cypress Parkway
Ft. Myers, Florida 33912

All of the above-listed persons are residents of the State of Florida and citizens of the United States of America.

5. Name. The proposed name of the District is Cranes Landing Community Development District.

6. Existing Land Uses. The existing land uses within and abutting the proposed District are depicted in **Exhibit 4**.

7. Future Land Uses. The future general distribution, location, and extent of the public and private land uses proposed for the District are depicted in **Exhibit 5**. The proposed development within the proposed District currently contemplates the construction of approximately 1229 single-family residential units and two and three story condominium and duplexes. Development is projected to occur over an estimated eight year period.

8. Major Water and Wastewater Facilities and Outfalls. **Exhibit 6** depicts the pre-development drainage outfalls and existing major trunk water mains and sewer interceptors for the lands to be included within the proposed District.

9. District facilities and services. **Exhibit 7** identifies the type of facilities Petitioner presently expects the proposed District to finance, construct, acquire or install. The estimated costs of these facilities are shown in **Exhibit 7**. At present, these improvements are estimated to be made, constructed and installed in three phases over the time period from 2005 through 2012. Actual construction timetables and expenditures will likely vary, due in part to the effects of future changes in the economic conditions upon costs such as labor, services, materials, interest rates and market conditions.

10. Statement of Estimated Regulatory Costs. **Exhibit 8** is the statement of estimated regulatory costs ("SERC") prepared in accordance with the requirements of section 120.541, Florida Statutes. The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

11. Authorized Agent. The Petitioner is authorized to do business in Florida. The authorized agents for the Petitioner are listed in **Exhibit 9**.

12. This petition to establish the Cranes Landing Community Development District should be granted for the following reasons:

a. Establishment of the District and all land uses and services planned within the proposed District are not inconsistent with applicable elements or portions of the effective State Comprehensive Plan or the local Comprehensive Plan.

b. The area of land within the proposed District is part of a planned community. It is of a sufficient size and is sufficiently compact and contiguous to be developed as one functional and interrelated community.

c. The establishment of the proposed District will prevent the general body of taxpayers in Lee County from bearing the burden for installation of the infrastructure and the maintenance of the above-described facilities within the development encompassed by the proposed District. The proposed District is the best alternative for delivering community development services and facilities to the proposed community without imposing an additional burden on the general population of the local general-purpose government. Establishment of the proposed District in conjunction with a comprehensively planned community, as proposed, allows for a more efficient use of resources.

d. The community development services and facilities of the proposed District will not be incompatible with the capacity and use of existing local and regional community development services and facilities. In addition, the establishment of the proposed District will provide a perpetual entity capable of making reasonable provisions for the operation and maintenance of the proposed District services and facilities.

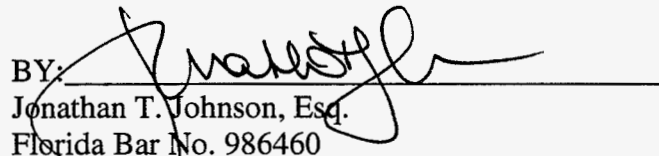
e. The area to be served by the proposed District is amenable to separate special-district government.

WHEREFORE, Petitioner respectfully requests the Lee County Board of County Commissioners to:

- a. schedule a public hearing in accordance with the requirements of Section 190.005(2)(b), Florida Statutes (2004);
- b. grant the petition and adopt an ordinance establishing the District pursuant to Chapter 190, Florida Statutes;
- c. grant such other relief as appropriate.

RESPECTFULLY SUBMITTED, this 22^d day of September, 2005.

HOPPING GREEN & SAMS, P.A.

BY: 
Jonathan T. Johnson, Esq.
Florida Bar No. 986460
123 South Calhoun Street
Post Office Box 6526
Tallahassee, FL 32314
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Attorney for Petitioner

Banks Engineering, Inc.

Professional Engineers, Planners & Land Surveyors
FORT MYERS ♦ NAPLES ♦ SARASOTA

DESCRIPTION
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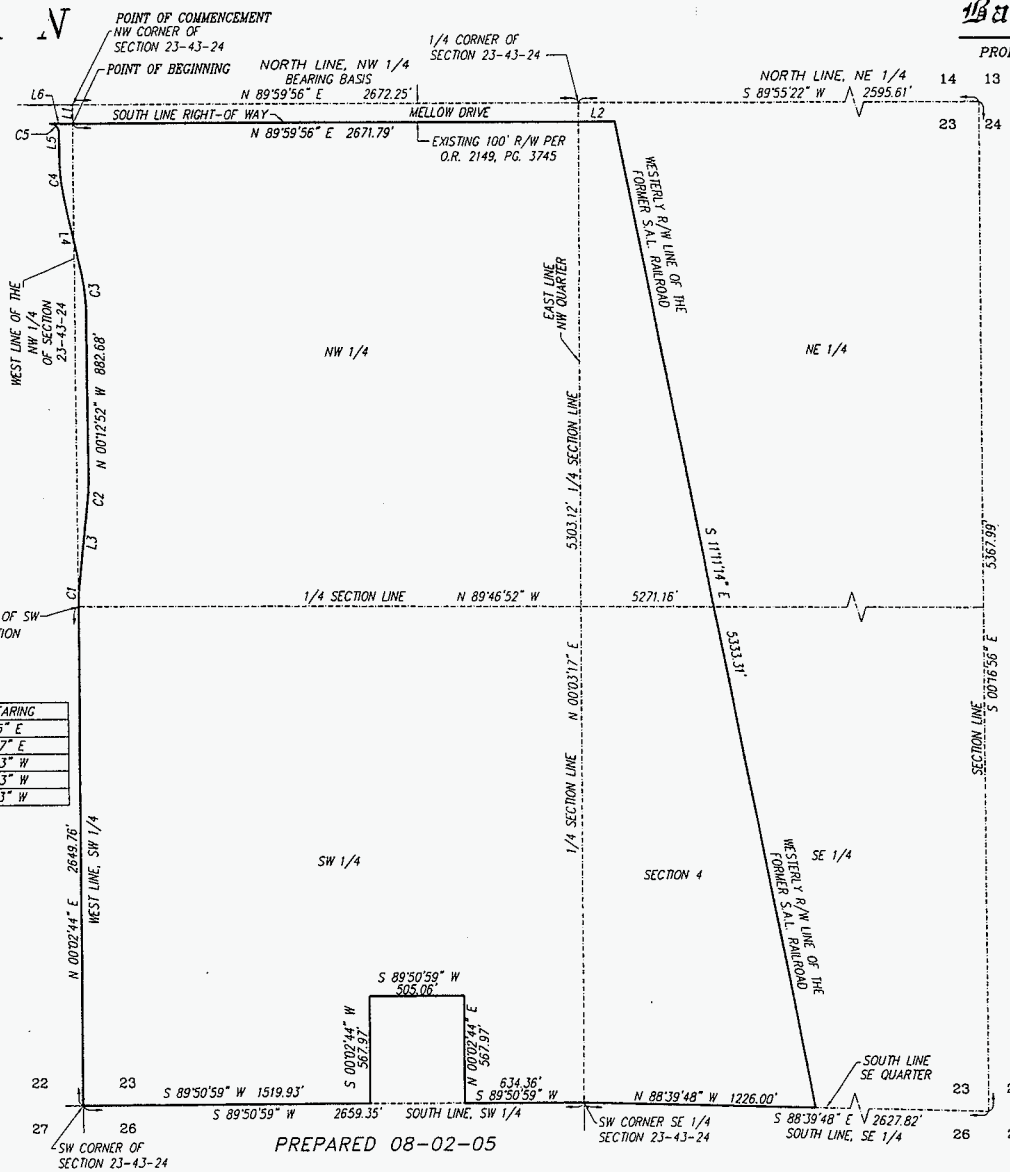
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REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATION NO. 5559

- THIS SKETCH OF DESCRIPTION IS NOT VALID
WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PREPARED 08-02-05

Consent and Joinder of Landowners
for Establishment of a Community Development District

The undersigned is the owner of certain lands portions of which are more fully described in Exhibit A hereto (the "Property").

The undersigned understands and acknowledges that Petitioner intends to submit a petition to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes.

As an owner of lands that are intended to constitute a Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, Florida Statutes, Petitioner is required to include the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District that will include the Property within the lands to be a part of a Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the establishment of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established or three years from the date hereof, which ever shall first occur. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, consent to establishment of the Community Development District in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

Executed this 25 day of April, 2005



Witnessed:



Scott J. Osmond
Division President
Ft. Myers

Print Name: _____
Ft. Myers

Norman Hash

Print Name: Vice President - Finance
Its: FT. Myers

Print Name: _____

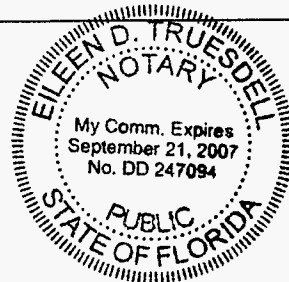


Notary Public

Personally Known: _____

Produced Identification: _____

Type of Identification: _____



First American Title Insurance Company

EXHIBIT 2

Schedule A (Continued)

Agent File No.: **Crane Landing**

PARCEL 1:

A TRACT OR PARCEL OF LAND LYING IN SECTION 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE AFORESAID SECTION 23; THENCE RUN S.00°13'38"E. ALONG THE WEST LINE OF SAID SECTION 23 FOR 100.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF MELLOW DRIVE (100.00 FEET WIDE PER COUNTY RIGHT-OF-WAY MAP FOR COUNTY PROJECT #4013); THENCE RUN N89°59'07" E (100.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE AFORESAID SECTION 23) FOR 125.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.89°59'07"E. (100.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SECTION 23) FOR 2546.80 FEET; THENCE RUN N.89°54'44"E. FOR 186.46 FEET; THENCE RUN S11°11'47"E. FOR 5333.51 FEET TO A POINT ON THE SOUTH LINE OF THE AFORESAID SECTION 23; THENCE RUN N.88°39'56"W. ALONG THE SOUTH LINE OF SAID SECTION 23 FOR 1226.12 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (S.E. 1/4) OF SAID SECTION 23, THENCE RUN S 89°49'54"W. ALONG THE SOUTH LINE OF SAID SECTION 23 FOR 634.40 FEET TO THE EAST RIGHT-OF-WAY LINE OF GARDEN STREET (60.00 FEET WIDE); THENCE RUN N.00°01'02"E. ALONG SAID EAST RIGHT-OF-WAY LINE FOR 568.00 FEET; THENCE RUN S.89°49'54"W., FOR 505.00 FEET; THENCE RUN S.00°01'02"W. FOR 568.00 FEET TO THE SOUTH LINE OF THE AFORESAID SECTION 23; THENCE RUN S.89°49'54"W. ALONG THE SOUTH LINE OF SAID SECTION 23 FOR 1519.91 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE RUN N.00°01'31"E. ALONG THE WEST LINE OF SAID SECTION 23 FOR 568.00 FEET; THENCE RUN N.89°49'54"E. FOR 150.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF A COUNTY ROAD (150.00 FEET WIDE); THENCE RUN N.00°01'31"E. ALONG THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD FOR 2081.69 FEET TO A POINT OF CURVATURE; THENCE RUN NORTHEASTERLY ALONG SAID EAST RIGHT-OF-WAY LINE FOR 106.54 FEET ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY, WITH A RADIUS OF 1025.00 FEET, A DELTA OF 05°57'19", A CHORD BEARING OF N.03°00'10"E., AND A CHORD DISTANCE OF 106.49 FEET TO A POINT OF TANGENCY; THENCE RUN N.05°58'50"E. ALONG SAID EAST RIGHT-OF-WAY LINE FOR 435.69 FEET TO A POINT OF CURVATURE; THENCE RUN NORTHEASTERLY ALONG SAID EAST RIGHT-OF-WAY LINE FOR 127.31 FEET ALONG THE ARC OF A CURVE CONCAVE NORTHWESTERLY, WITH A RADIUS OF 1175.00 FEET, A DELTA OF 06°12'28", A CHORD BEARING OF N.02°52'36"E. AND A CHORD DISTANCE OF 127.24 FEET TO A POINT OF TANGENCY; THENCE RUN N.00°13'38"W, ALONG SAID EAST RIGHT-OF-WAY LINE FOR 882.73 FEET TO A POINT OF CURVATURE; THENCE RUN NORTHWESTERLY ALONG SAID EAST RIGHT-OF-WAY LINE FOR 255.26 FEET ALONG THE ARC OF A CURVE CONCAVE SOUTHWESTERLY, WITH A RADIUS OF 1175.00 FEET, A DELTA OF 12°26'49"W. AND A CHORD DISTANCE OF 254.76 FEET TO A POINT OF TANGENCY; THENCE RUN N.12°40'27"W, ALONG SAID EAST RIGHT-OF-WAY LINE FOR 386.42 FEET TO A POINT OF CURVATURE; THENCE RUN NORTHWESTERLY ALONG SAID EAST RIGHT-OF-WAY LINE FOR 222.67 FEET ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY, WITH A RADIUS OF 1025 FEET, A DELTA OF 12°26'49", A CHORD BEARING OF N.06°27'02"W. AND A CHORD DISTANCE OF 222.23 FEET TO A POINT OF TANGENCY; THENCE RUN N.00°13'38"W. ALONG SAID EAST RIGHT-OF-WAY LINE FOR 109.54 FEET TO A POINT OF CURVATURE; THENCE RUN NORTHEASTERLY FOR 78.72 FEET ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY, WITH A RADIUS OF 50.00 FEET, A DELTA OF 90°12'29", A CHORD BEARING OF N.44°52'53"E. AND A CHORD DISTANCE OF 70.84 FEET TO THE POINT OF BEGINNING.

First American Title Insurance Company

PARCEL 2:

A PARCEL OF LAND IN SECTIONS 22 & 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST; THENCE N.0°03'08"E. ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 23 FOR 2650.76 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND, AND THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 23, AND THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 1175.00 FEET AND A CENTRAL ANGLE OF 5°57'01" FOR 122.02 FEET TO THE POINT OF TANGENCY; THENCE N.6°00'09"E. FOR 435.69 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 1025.00 FEET AND A CENTRAL ANGLE OF 6°12'28" FOR 111.05 FEET TO THE POINT OF TANGENCY; THENCE N.0°12'19"W. ALONG A LINE PARALLEL WITH AND 60.00 FEET EASTERLY OF AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 23 FOR 882.73 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 1025.00 FEET AND A CENTRAL ANGLE OF 12°26'49" FOR 222.67 FEET TO THE POINT OF TANGENCY; THENCE N.12°39'08"W. FOR 386.43 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 1175.00 FEET AND A CENTRAL ANGLE OF 12°26'49" FOR 255.26 FEET TO THE POINT OF TANGENCY; THENCE N.0°12'19"W. ALONG A LINE PARALLEL WITH AND 75.00 FEET WESTERLY OF AS MEASURED AT RIGHT ANGLES TO THE AFOREMENTIONED WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 23 FOR 110.55 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHERLY, NORTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 89°44'43" FOR 78.32 FEET TO THE CUSP OF SAID CURVE BEING A POINT ON A LINE PARALLEL WITH AND 100.00 FEET SOUTHERLY OF AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF THE NORTHEAST 1/4 OF THE AFOREMENTIONED SECTION 22; THENCE S.89°57'02"E. ALONG SAID PARALLEL LINE FOR 124.37 FEET; THENCE S.89°59'50"E. ALONG A LINE PARALLEL WITH AND 100.00 FEET SOUTHERLY OF AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF THE NORTHWEST 1/4 OF THE AFOREMENTIONED SECTION 23 FOR 0.41 FEET; THE S.0°12'19"E. ALONG THE AFOREMENTIONED WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 23 FOR 160.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 1100.00 FEET AND A CENTRAL ANGLE OF 12°26'49" FOR 238.97 FEET TO THE POINT OF TANGENCY; THENCE S.12°39'08"E. FOR 386.43 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 1100.00 FEET AND A CENTRAL ANGLE OF 12°26'49" FOR 238.97 FEET TO THE POINT OF TANGENCY; THENCE S.0°12'19" E., ALONG A LINE PARALLEL WITH AND 135.00 FEET EASTERLY OF AS MEASURED AT RIGHT ANGLES TO THE AFOREMENTIONED WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 23 FOR 1549.31 FEET; THENCE N89°51'07"W FOR 135.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND SITUATE LYING AND BEING IN LEE COUNTY, FLORIDA.

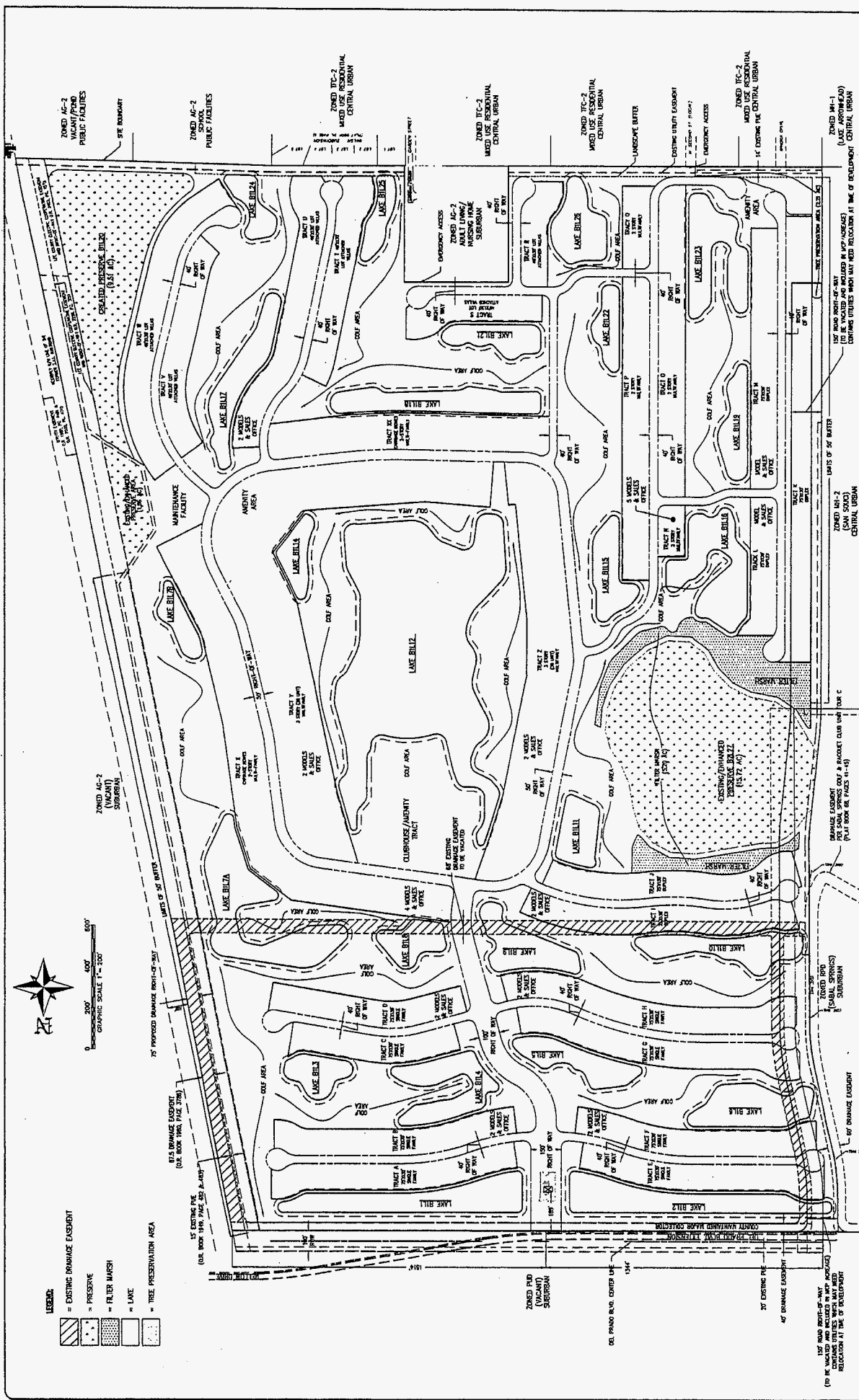
PARCEL 3:

A PARCEL OF LAND IN SECTION 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST;

First American Title Insurance Company

THENCE N.0°03'08"E. ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 23 FOR 568.00 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTH 568.00 FEET OF SAID SECTION 23 AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE N.0°03'08"E. ALONG SAID WEST LINE FOR 2082.76 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE S.89°51'07"E. FOR 135.00 FEET; THENCE N.0°12'17"W. ALONG A LINE PARALLEL WITH 135.00 FEET EASTERLY OF AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 23 FOR 1549.31 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 110.00 FEET AND A CENTRAL ANGLE OF 12°26'47" FOR 238.97 FEET TO THE POINT OF TANGENCY; THENCE N.12°39'08"W. FOR 386.43 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 1100.00 FEET AND A CENTRAL ANGLE OF 12°26'49" FOR 238.97 FEET TO THE POINT OF TANGENCY WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE N.0°12'19"W. ALONG SAID WEST LINE FOR 160.00 FEET; THENCE S.89°59'50"E. ALONG A LINE PARALLEL WITH AND 100.00 FEET SOUTHERLY OF AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF THE NORTHWEST 1/4 OF THE AFOREMENTIONED SECTION 23 FOR 125.18 FEET TO THE CUSP OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; THENCE WESTERLY, SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90°12'29" FOR 78.72 FEET TO THE POINT OF TANGENCY; THENCE S.0°12'19"E. ALONG A LINE PARALLEL WITH AND 75.00 FEET EASTERLY OF AS MEASURED AT RIGHT ANGLES TO THE AFOREMENTIONED WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 23 FOR 109.54 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 1025.00 FEET AND A CENTRAL ANGLE OF 12°26'49" FOR 222.67 FEET TO THE POINT OF TANGENCY; THENCE S.12°39'08"E. FOR 386.43 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 1175.00 FEET AND A CENTRAL ANGLE OF 12°26'49" FOR 255.26 FEET TO THE POINT OF TANGENCY; THENCE S.0°12'19"E. ALONG A LINE PARALLEL WITH AND 210.00 FEET EASTERLY OF AS MEASURED AT RIGHT ANGLES TO THE AFOREMENTIONED WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 23 FOR 882.73 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE SOUTHERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 1175.00 FEET AND A CENTRAL ANGLE OF 6°12'28" FOR 127.30 FEET TO THE POINT OF TANGENCY; THENCE S.6°00'09"W. FOR 435.69 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 1025.00 FEET AND A CENTRAL ANGLE OF 5°57'01" FOR 106.45 FEET TO THE POINT OF TANGENCY; THENCE S.0°03'08"W. ALONG A LINE PARALLEL WITH AND 150.00 FEET EASTERLY OF AS MEASURED AT RIGHT ANGLES TO THE AFOREMENTIONED WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 23 FOR 2082.21 FEET TO AN INTERSECTION WITH THE AFOREMENTIONED NORTH LINE OF THE SOUTH 568.00 FEET OF SAID SECTION 23; THENCE S.89°50'33"W. ALONG SAID NORTH LINE FOR 150.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND SITUATE LYING AND BEING IN LEE COUNTY, FLORIDA.



CL VENTURES LLC
 13100 WESTBURN TERRACE
 FORT WORTH, TEXAS 76135

Banka Engineering, Inc.
 Professional Engineers, Planners & Land Surveyors
 10111 DE LA CROIX PARKWAY - SUITE 101
 FORT WORTH, TEXAS 76133
 PHONE: (817) 336-3333 FAX: (817) 336-3333
 WWW: WWW.BANKAENGINEERING.COM

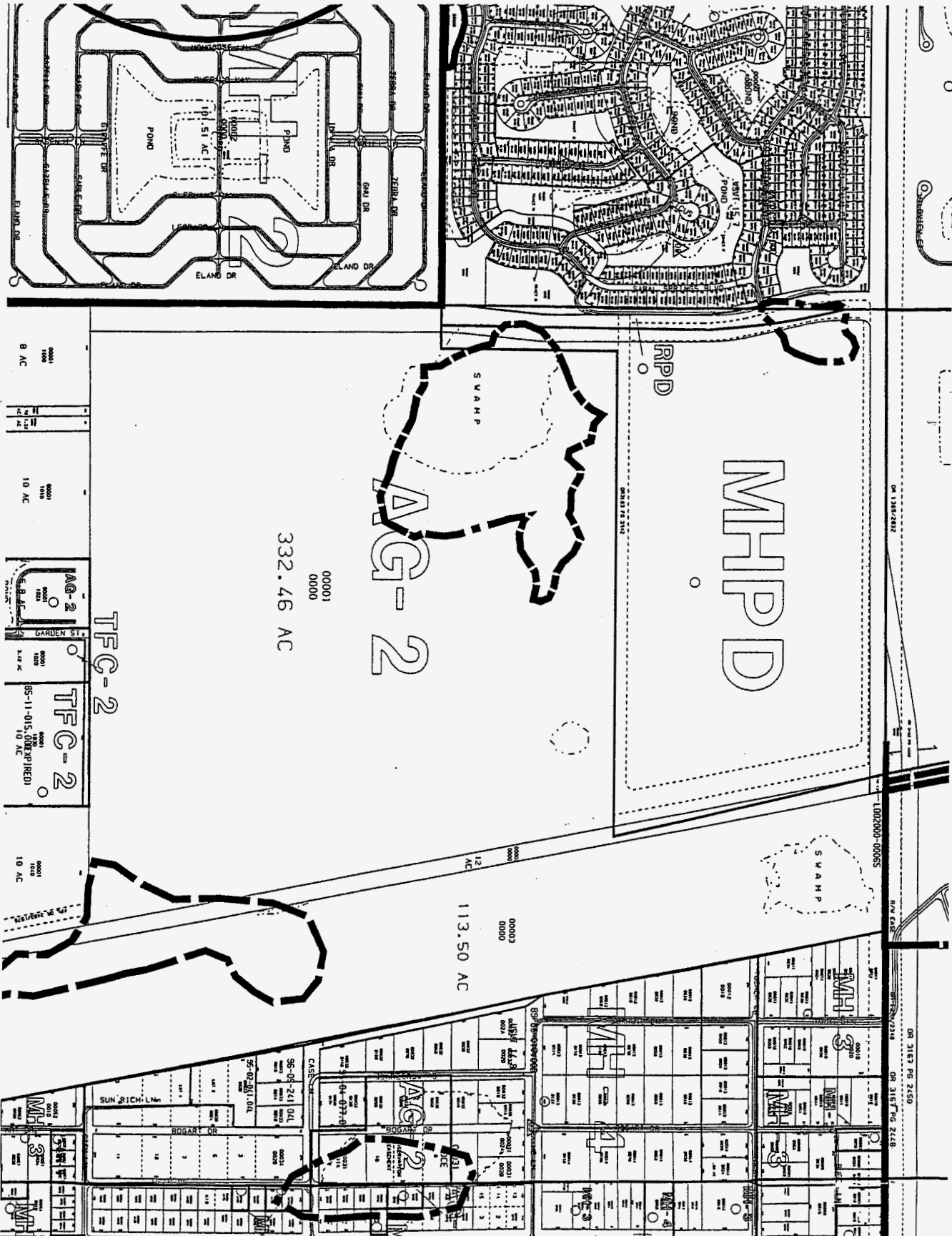
**MASTER CONCEPT PLAN
 CRANE LANDING
 TARRANT COUNTY, TEXAS**

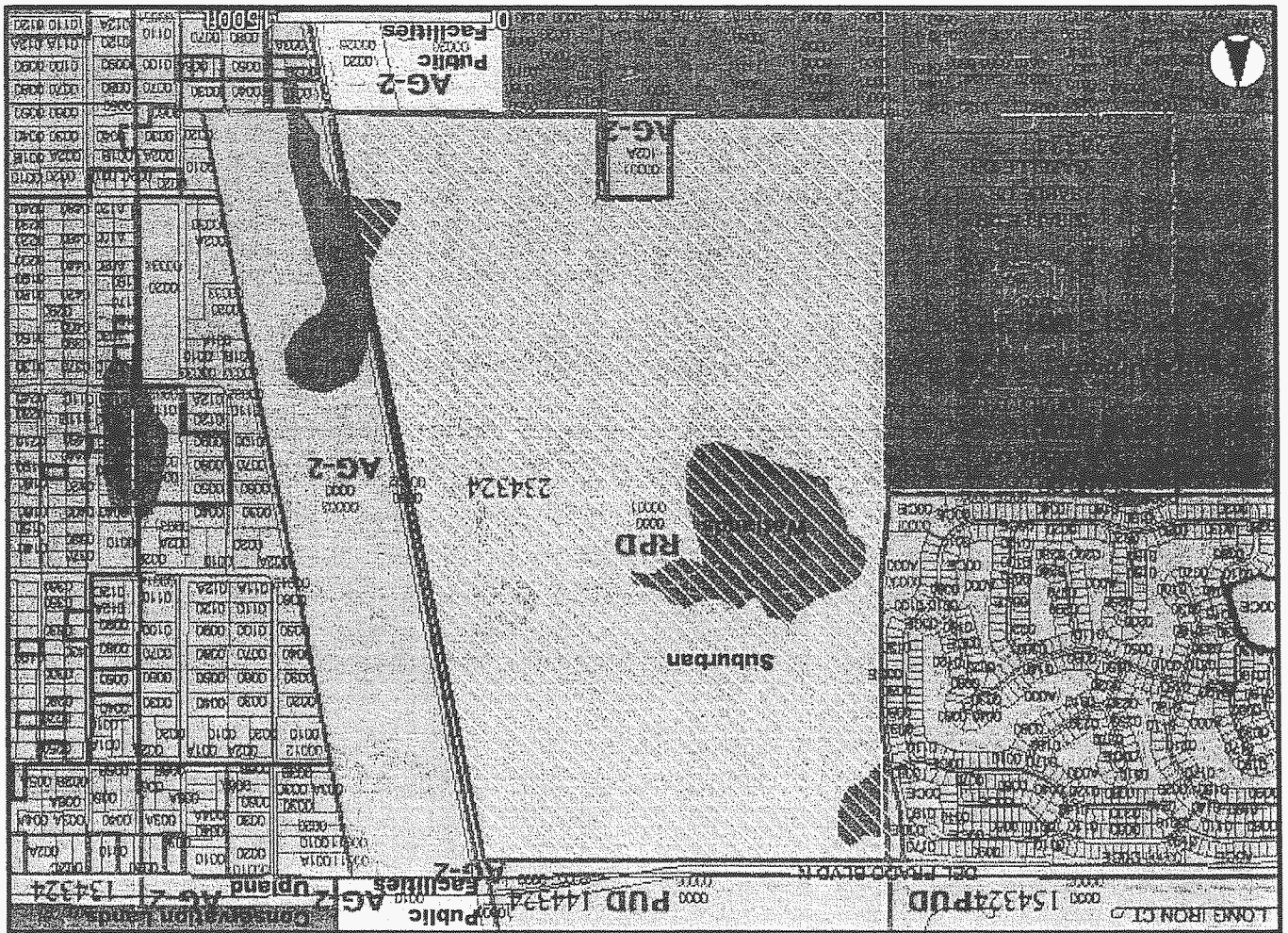
DATE	07/09/20	PROJECT	CRANE LANDING	SCALE	1"=300'	SHEET	1	TOTAL SHEETS	1
BY	...	CHECKED	...	DATE	...	BY	...	DATE	...

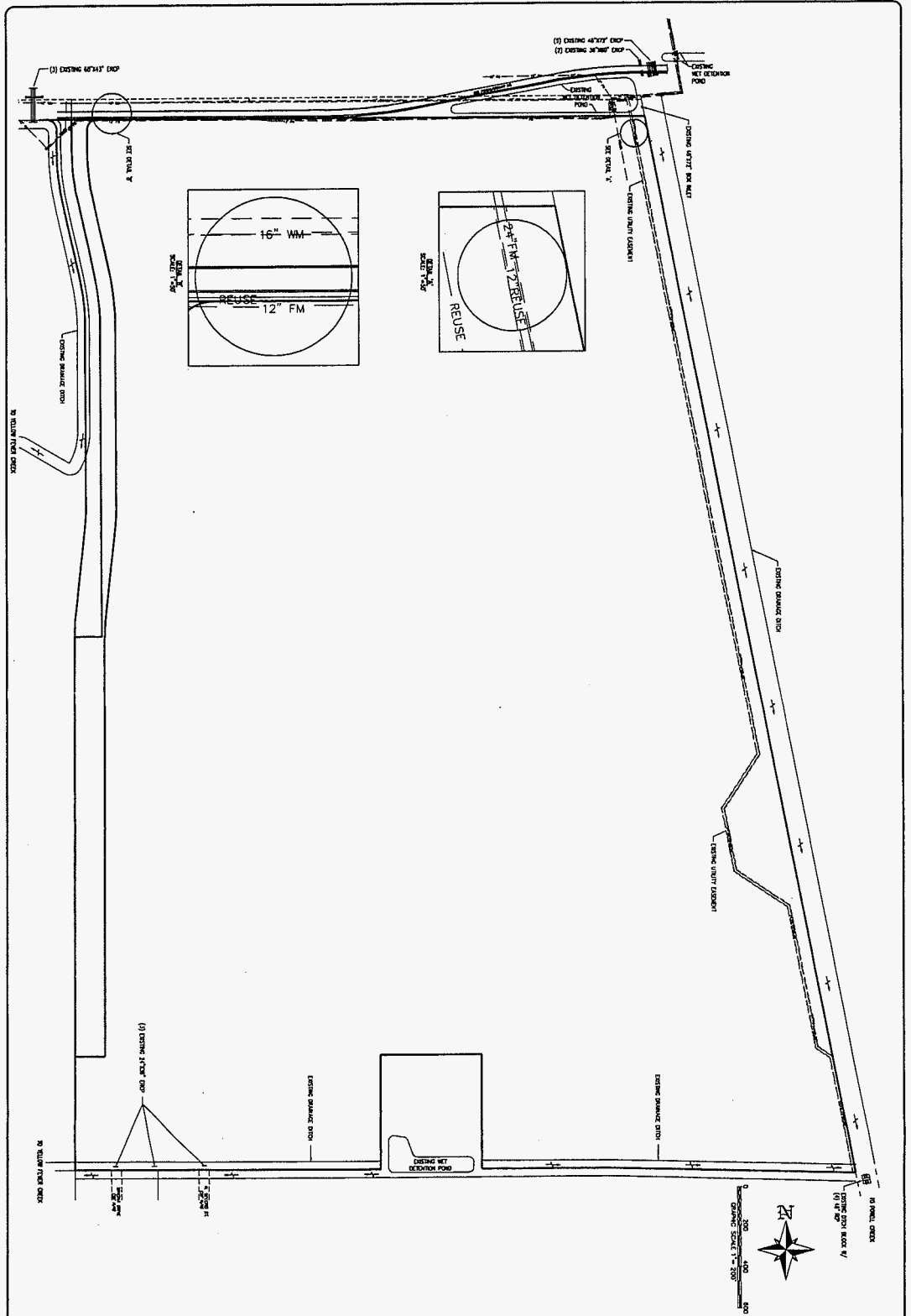
LEGEND:
 [Symbol] = EXISTING DRAINAGE EXHIBIT
 [Symbol] = PRESERVE
 [Symbol] = FILTER MARSH
 [Symbol] = LAKE
 [Symbol] = TREE PRESERVATION AREA

NOTES:
 1. USE ROAD RIGHTS-OF-WAY TO BE MARKED AND INCLUDED IN MAP PRODUCE REDUCED AT TIME OF DEVELOPMENT

EXHIBIT 5







<p>EXISTING DRAINAGE AND UTILITY CONDITIONS CRANE LANDING LEE COUNTY, FLORIDA</p>										<p>Mustek Engineering, Inc. Professional Engineers, Planners & Land Surveyors <small>1100 N. W. 10th Street, Suite 100 Fort Lauderdale, Florida 33443 Phone: (305) 441-1111 Fax: (305) 441-1111</small></p>		<p>DATE: 04-15-03 PROJECT: 1100 SHEET: 02 SCALE: 1"=200' SHEET OF: 1 FILE NO.: 03-11</p>		<p>PROVIDED FOR: BEAZER HOMES <small>17100 WILLOW BLVD. FORT MYERS, FLORIDA 33913 PHONE: (239) 641-2400 FAX: (239) 641-2400</small></p>	
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0 100 200 300 400 500
 1" = 100' SCALE
 1" = 200' SCALE

0 100 200 300 400 500
 1" = 100' SCALE
 1" = 200' SCALE

**Estimated Construction Costs
Crane's Landing Community Development District**

<u>Category</u>	<u>Cost *</u>	<u>Estimated Construction Date</u>
Roads	\$4,318,600	2006-2012
Stormwater Management	\$8,036,000	2006-2012
Utilities	<u>\$3,938,040</u>	2006-2012
TOTAL	\$16,292,640	

STATEMENT OF ESTIMATED REGULATORY COSTS

FOR

**CRANE'S LANDING
COMMUNITY DEVELOPMENT DISTRICT**

PREPARED BY:

RIZZETTA & COMPANY, INC.

3434 Colwell Avenue

Suite 200

Tampa, Florida 33614

(813) 933-5571

July 26, 2005

RIZZETTA & COMPANY
INCORPORATED

CRANE'S LANDING
COMMUNITY DEVELOPMENT DISTRICT

STATEMENT OF ESTIMATED REGULATORY COSTS

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CRANE'S LANDING COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF ESTIMATED REGULATORY COSTS

I. INTRODUCTION

1. PURPOSE AND SCOPE

This Statement of Estimated Regulatory Costs has been prepared as a component of the petition filed with the Board of County Commissioners of Lee County, Florida to establish the Crane's Landing Community Development District ("District") in accordance with Chapter 190.005, Florida Statutes ("F.S."). Specifically, Section 190.005(1) (a) 8, F.S., requires, as part of the petition, a Statement Of Estimated Regulatory Costs prepared pursuant to Section 120.541 F.S.

A community development district ("CDD") is established under the Uniform Community Development District Act of 1980, Chapter 190 of the Florida Statutes, as amended (the "Act"). A CDD is a local unit of special-purpose government that is limited to the performance of those specialized functions authorized by the Act. Those specialized functions consist of the planning, financing, constructing and maintaining of certain public infrastructure improvements and community development services. As an independent special district, the CDD's governing body establishes its own budget and, within the scope of its authorized powers, operates independently of the local general-purpose governmental entity (i.e., the county or the city) whose boundaries include the CDD.

However, a CDD cannot regulate land use or issue development orders; those powers reside with the local general-purpose government. The Legislature has, in Section 190.004(3), F.S., made this clear by stating:

"The establishment of an independent community development district as provided in this act is not a development order within the meaning of chapter 380. All governmental planning, environmental, and land development laws, regulations, and ordinances apply to all development of the land within a community development district. Community development districts do not have the power of a local government to adopt a comprehensive plan, building code, or land development code, as those terms are defined in the Local Government Comprehensive Planning and Local Development Regulation Act. A district shall take no action which is inconsistent with applicable comprehensive plans, ordinances, or regulations of the applicable local general-purpose government."

CRANE'S LANDING COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF ESTIMATED REGULATORY COSTS

In addition, the parameters for the review and evaluation of community development district petitions are clearly set forth in Section 190.002(2) (d), F.S., as follows:

"That the process of establishing such a district pursuant to uniform general law be fair and based only on factors material to managing and financing the service-delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant."

Therefore, the scope of this Statement of Estimated Regulatory Costs is limited to an evaluation of those factors pertinent to the establishment of a CDD as defined by the Legislature and outlined in Section 120.541(2), F.S.

The purpose of Chapter 190, F.S. is to provide another tool to government and private landowners in their efforts to comply with comprehensive plans which require adequate public facilities and services as a pre-condition for future development. See Section 163.3177(10) (h) (the "concurrency" requirement), F.S.

The CDD is a special purpose unit of local government that is established for the purpose of providing an alternative mechanism for financing the construction of public infrastructure. A CDD must be structured to be financially independent as intended by the Legislature. The cost of any additional public improvements to be constructed or any additional services to be provided by the county as a result of this development will be incurred whether the infrastructure is financed through a CDD or any other alternative financing method. These costs have already been evaluated by all appropriate agencies during the approval process for the development. The annual operations and administrative costs of the CDD will be borne entirely by the District and will not require any subsidy from the State of Florida, Lee County or the City of Ft. Myers, nor will it place any additional economic burden on those persons not residing within the District.

2. CRANE'S LANDING COMMUNITY DEVELOPMENT DISTRICT

The proposed District will contain approximately 395 acres. If established, a CDD is empowered, as outlined in Section 190.012 F.S., to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain systems, facilities and basic infrastructure that may include, but is not limited to: water management and control, water supply, sewer, wastewater management,

CRANE'S LANDING COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF ESTIMATED REGULATORY COSTS

bridges or culverts, District roads and street lights, transportation facilities, parking improvements, environmental remediation and cleanup, conservation areas, or any other project, within or without the boundaries of the District, required by a development order issued by a local government or subject of an agreement between the District and a governmental entity.

If approved, the District will be authorized to finance these types of infrastructure improvements through special or non-ad valorem assessment revenue bonds. Repayment of these bonds will be through special or non-ad valorem assessments levied against all benefited properties within the District. On-going operation and maintenance for District owned facilities is expected to be funded through maintenance assessments levied against all benefited properties within the District.

II. STATUTORY ITEMS:

Section 120.541(2), F.S. (2002), defines the elements a Statement of Estimated Regulatory Costs must contain, as follows:

- (a) A good faith estimate of the number of individuals and entities likely to be required to comply with the ordinance, together with a general description of the types of individuals likely to be affected by the ordinance;
- (b) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed ordinance, and any anticipated effect on state and local revenues;
- (c) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the ordinance;
- (d) An analysis of the impact on small businesses as defined by Section 288.703, F.S. and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.;
- (e) Any additional information that the agency determines may be useful.

CRANE'S LANDING COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF ESTIMATED REGULATORY COSTS

The estimated regulatory impacts for the establishment of the District are summarized below.

1. A GOOD FAITH ESTIMATE OF THE NUMBER OF INDIVIDUALS AND ENTITIES LIKELY TO BE REQUIRED TO COMPLY WITH THE ORDINANCE, TOGETHER WITH A GENERAL DESCRIPTION OF THE TYPES OF INDIVIDUALS LIKELY TO BE AFFECTED BY THE ORDINANCE.

The individuals and entities likely to be required to comply with the ordinance or affected by the proposed action (i.e., adoption of the ordinance) can be categorized, as follows: A) The State of Florida and its residents, B) Lee County and its residents, C) current property owners and D) future property owners.

A. THE STATE OF FLORIDA

The State of Florida and its residents and general population of will not incur any compliance costs related to the establishment and on-going administration of the District and will only be affected to the extent that the State incurs those nominal administrative costs outlined in Section 2. A. 2 below. The cost of any additional administrative services provided by the state as a result of this development will be incurred whether the infrastructure is financed through a CDD or any alternative financing method.

B. LEE COUNTY

Lee County and its residents not residing within the boundaries of the District will not incur any compliance costs related to the on-going administration of the CDD other than any one-time administrative costs outlined in Section 2. A. 1 below. Once the District is established, these residents will not be affected by adoption of the ordinance. The cost of any additional administrative services provided by the county as a result of this development will be incurred whether the infrastructure is financed through a CDD or any alternative financing method.

C. CURRENT PROPERTY OWNERS

The current property owners of the lands within the boundaries of the proposed District will be affected by the proposed ordinance to the extent that the District issues debt for the construction of infrastructure and undertakes operation and maintenance responsibility for that infrastructure.

CRANE'S LANDING COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF ESTIMATED REGULATORY COSTS

D. FUTURE PROPERTY OWNERS

The future property owners are those who will own property in the proposed District. These future property owners will be affected by the proposed ordinance to the extent that the District issues debt for the construction of infrastructure and undertakes operation and maintenance responsibility for that infrastructure.

2. A GOOD FAITH ESTIMATE OF THE COST TO THE AGENCY, AND TO ANY OTHER STATE AND LOCAL ENTITIES, OF IMPLEMENTING AND ENFORCING THE PROPOSED ORDINANCE, AND ANY ANTICIPATED EFFECT ON STATE AND LOCAL REVENUES

A. COSTS TO GOVERNMENTAL AGENCIES OF IMPLEMENTING AND ENFORCING THE ORDINANCE

1. Lee County.

Because the proposed CDD encompasses less than 1,000 acres, this petition is being submitted to Lee County (i.e., the "Agency" under Section 120.541(2), Florida Statutes) for approval in accordance with Section 190.005(2) Florida Statutes. The Agency may incur certain one-time administrative costs involved with the review of this petition.

Once the proposed District is established, Lee County will not incur any quantifiable on-going costs resulting from the on-going administration of the District. As previously stated, the CDD operates independently from the county and all administrative and operating costs incurred by the District relating to the financing and construction of infrastructure are borne entirely by the District. The proposed District will submit, for informational purposes, its annual budget, financial report, audit and public financing disclosures to the County. Since there are no legislative requirements for review or action, any costs incurred by Lee County are within its control. The Agency may, however, choose to review these documents. To offset these one time administrative costs, the petitioner will submit a filing fee of \$15,000 to Lee County.

2. State of Florida.

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STATEMENT OF ESTIMATED REGULATORY COSTS

Once the District is established, the State of Florida will incur only nominal administrative costs to review the periodic reports required pursuant to Chapters 190, 189, F.S., and other law. These reports include the annual financial report, annual audit and public financing disclosures. To offset these costs, the Legislature has established a maximum fee of \$175 per District per year to pay the costs incurred by the Special Districts Information Program to administer the reporting requirements of Chapter 189, F.S. Because the proposed District, as defined in Chapter 190, F.S., is designed to function as a self-sufficient special-purpose governmental entity, it is responsible for its own management. Therefore, except for the reporting requirements outlined above, or later established by law, no additional burden is placed on the State once the District has been established.

3. The District.

The proposed District will also incur costs for operations and maintenance of its facilities and for its administration. These costs will be completely paid for from annual assessments against all properties within the District benefiting from its facilities and its services

B. IMPACT ON STATE AND LOCAL REVENUES

It is anticipated that approval of this petition will not have any negative effect on state revenues. There is however, the potential for an increase in state sales tax revenue resulting from a stimulated economy although it is not possible to estimate this increase with any degree of certainty. In addition, local ad valorem tax revenues may be increased due to long-lasting increases in property values resulting from the District's construction of infrastructure and on-going maintenance services. Similarly, private development within the District, which will be facilitated by the District's activities, should have a positive impact on property values and therefore ad valorem taxes.

In addition, impact fee and development permit revenue is expected to be generated by private development within the District and, accordingly, should also increase local revenues.

Lastly, some express a concern that a District obligation could become a state or county obligation thereby negatively effecting state or local revenues. This cannot occur as Chapter 190 specifically addresses this issue and expressly states: "It is further the purpose and intent of the Legislature that no debt or obligations of a

CRANE'S LANDING COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF ESTIMATED REGULATORY COSTS

district constitute a burden on any local general-purpose government without its consent." Section 190.002(3), F.S. "A default on the bonds or obligations of a district shall not constitute a debt or obligation of a local general-purpose government or the state. "Section 190.016(15), F.S.

In summary, establishment of the proposed Crane's Landing Community Development District will not create any significant economic costs for the State of Florida or for Lee County.

3. A GOOD FAITH ESTIMATE OF THE TRANSACTIONAL COSTS LIKELY TO BE INCURRED BY INDIVIDUALS AND ENTITIES, INCLUDING LOCAL GOVERNMENT ENTITIES, REQUIRED TO COMPLY WITH THE REQUIREMENTS OF THE ORDINANCE.

The transactional costs associated with adoption of an ordinance to establish the District are primarily related to the financing of infrastructure improvements. The District will determine what infrastructure it considers prudent to finance through the sale of bonds. Once the decision is made to issue bonds it is expected that assessments will be levied against benefited property owners within the proposed District. The revenue generated by payment of these assessments will be used to repay the bonds. The obligation to pay the assessments will "run with the land" and will be transferred to new property owners upon sale of any portions of the property.

To fund the cost of maintaining infrastructure that the District maintains, operation and maintenance assessments may be imposed on the District property owners. As with the special assessments for infrastructure acquisition and construction, the property owner will be responsible for payment of these assessments on the basis of the amount of benefited property owned.

All persons choosing to acquire property in the District will be responsible for such assessments in addition to the taxes or assessments imposed by Lee County.

In exchange for the payment of these special assessments, there are benefits to be derived by the future property owners. Specifically, these persons can expect to receive a higher level of services because they, the property owners, will elect the members of the Districts' Board of Supervisors. Further, the District is limited in jurisdiction and responsibility to this single development. Therefore, the District should be extremely responsive to the needs of the property owners within the District.

CRANE'S LANDING COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF ESTIMATED REGULATORY COSTS

4. AN ANALYSIS OF THE IMPACT ON SMALL BUSINESSES AS DEFINED BY SECTION 288.703, F.S., AND AN ANALYSIS OF THE IMPACT ON SMALL COUNTIES AND SMALL CITIES AS DEFINED BY SECTION 120.52 F.S.

Establishment of the proposed District should not have any negative impact on small businesses. Any business, large or small, has the option of locating in a community development district provided the local governmental authority has issued the appropriate land use approvals. Those that choose this option will be subjected to the financial obligations imposed by the District and will accrue the benefits resulting from being in the District.

Furthermore, the District must operate according to Florida's "Sunshine" laws and must follow competitive bidding requirements for certain goods and services it will purchase. As a result, small businesses should be better able to compete for District business serving the lands to be included within the District.

Establishment of the District should have a positive impact on the small businesses of the local economy. As outlined above, success of the development should generate increased employment and stimulate economic activity in the area through increased construction expenditures related to infrastructure and private development, thus providing enhanced opportunity for small businesses.

Lee County is not a small county for purposes of this requirement.

In addition, establishment of a CDD should not have a negative impact on small cities or counties, because the cost to construct the infrastructure is borne entirely by the property owners within the District.

5. ANY ADDITIONAL INFORMATION THAT THE AGENCY DETERMINES MAY BE USEFUL

Certain data utilized in this report was provided by the developer/petitioner and represents the best information available at this time. Other data was provided by Rizzetta & Company and was based on observations, analysis and experience with private development and other CDDs in various stages of existence.

**Analysis Of Alternatives For Delivering Community
Development Services And Facilities
To The Area To Be Served By The Proposed
Palermo Community Development District**

(Section 190.005(1)(e) 4, Florida Statutes)

Alternative	Description	Analysis
1. County Financing	The County is responsible for the management of the construction of the roadways, sewer services, water services and all other infrastructure associated with the development. In addition, the County is responsible for maintenance of the roadways, utilities and common areas.	Regardless of the specific mechanism (i.e., MSTU / MSBU / Dependent District) employed, Lee County will incur costs associated with the financing and management of the construction. The source of the necessary construction funds would be the County's general revenue fund or issuance of additional debt. Therefore, these costs, along with annual maintenance costs, will be borne by all Lee County residents, not just property owners within the District. However, Lee county, as do many other counties, has a policy prohibiting the construction of "Subdivision level" infrastructure.
2. Private Conventional Financing	The cost of constructing the infrastructure is financed through conventional bank financing or a combination of private financing and equity financing.	Private financing is difficult to obtain and when available, is very expensive. This may result in housing that is less affordable or a decrease in the level of services provided. In addition, annual maintenance would likely be delegated to a homeowners association which does not have the same legal backing to enforce dues and assessments as does the CDD.
3. Community Development District	A combination of public and private entities establish a mechanism to finance, construct, maintain and manage community development services and facilities.	The District will incur the cost of issuing Bonds necessary to finance the construction of the necessary infrastructure, will oversee and manage all phases of construction and will be responsible for the maintenance and management of the common areas on an ongoing basis. All costs associated with these activities will be borne only by property owners within the District that benefit from the improvements. No county general funds will be used and no costs will be incurred by any county resident outside of the District. RECOMMENDED ALTERNATIVE

Authorization of Agent

This letter shall serve as a designation of Scott Osmond, Norman Hash and/or Jonathan Johnson to act as agent for CL Ventures, LLC, with regard to any and all matters pertaining to the Petition to Lee County, Florida to establish a Community Development District pursuant to Chapter 190, Florida Statutes. The petition is true and correct. This authorization shall remain in effect until revoked in writing.

DATE: 4/21/05

[Signature]
Norman Hash
Title Vice President - Finance
FT. Myers

STATE OF FL
COUNTY OF Lee

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Norman Hash, Vice President - of Beazer Homes - Ft Myers who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of Lee and State of FL this 21st day of April, 2005.

[Signature]
Notary Public



Personally known:
Produced Identification: _____
Type of Identification: _____

**LEE COUNTY, FLORIDA
FINANCIAL & ADMINISTRATIVE IMPACT STATEMENT
PROPOSED COUNTY ORDINANCE**

NAME OF ORDINANCE: **Palermo Community Development District**

I. DESCRIPTION OF ORDINANCE

A. Statement of Purpose

Establishment of the Palermo Community Development District.

B. Narrative Summary of Ordinance (Several Sentence Summary)

Ordinance creates a new community development district, which is a special unit of local government. The primary purpose of the District is to provide infrastructure for the development.

C. Principal Division(s) or Department(s) Affected (List)

N/A

**LEE COUNTY, FLORIDA
 FINANCIAL & ADMINISTRATIVE IMPACT STATEMENT
 PROPOSED COUNTY ORDINANCE:
 Palermo UCDD Under 1000 Acres**

I. FISCAL IMPACT ON COUNTY AGENCIES/COUNTY FUNDS.

A. What is estimated Demand? (Develop Indicators) N/A

B. What is estimated Workload? (Develop Indicators) N/A

C. What are estimated costs?

	<u>1st Year \$'s</u>		<u>2nd Year \$'s</u>	
	<u>Existing</u>	<u>New</u>	<u>Existing</u>	<u>New</u>
Personnel				
	N/A		N/A	
Fringe				
Operating				
Capital Outlay				
Total				

D. List the anticipated revenues to cover costs identified in II., C., above. If a fee is to be charged, answer the following:

1. What is the basis (rationale) for the fee? N/A
2. Do the anticipated fees cover the full cost of operation? If not, what percentage of the costs are covered? N/A

E. Give a brief narrative analysis of the information contained in II., A. through D., above.

No financial or administrative impact. The ordinance authorizes creation of a Community Development District in response to a petition to request establishment. The District will be responsible for managing and financing basic infrastructure and service needs for the District.