

CITY/ COLONIAL EXTENSION 332 DEVELOPMENT AGREEMENT

Prepared by:
Madden Law Firm, LLC
2277 Main Street
Fort Myers, FL 33901

Development Agreement

This Development Agreement is hereinafter entered into this ____, day of ____, 2019 by Colonial Extension 322, LLC a limited liability company (herein after referred to as "Owner"), whose address is 6908 Erin Marie Court, Fort Myers, FL 33905 and in the City of Fort Myers, Florida a municipal corporation (hereinafter "City"), having it principal office at 2200 Second Street, Fort Myers, FL 33901; Owner and City being referred to hereinafter as the "Parties."

WHEREAS, the Florida Local Development Agreement Act, Florida Statutes §163.3220 - §163.3243, authorizes a local government to enter into a development agreement in order to promote certainty in the development approval process, strengthen the public planning process, encourage sound capital improvement planning and financing, assist in assuring there are adequate capital facilities for the development, encourage private participation in comprehensive planning and reduce the economic cost of development.

This Agreement is entered into for the express terms of providing a mechanism to allow the platting of the Colonial Gateway Commerce subdivision, without the requirement to provide subdivision infrastructure or a surety for such Infrastructure.

Upon execution and recording of this Agreement, all persons dealing with the Owner, its successors and or assigns shall be on Notice of the requirements, duties and obligations contained herein, as they relate to the lands that are platted as part of the Colonial Gateway Commerce Park subdivision.

Now Therefore, in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, the parties hereto agree as followed:

1. Owner shall finalize and bring forward the subdivision plat for the Colonial Gateway Commerce Park for those lands described on Exhibit "A", attached hereto and incorporated herein by reference.
2. Simultaneously with the City's approval of the subdivision plat, this Agreement shall be executed by the Owner and entered into by the City.
3. As a material term of this Agreement, the plat of the Colonial Gateway Commerce Park may be approved and recorded without the streets and other infrastructure being installed, and without the requirement for a bond or other surety being posted for the cost of infrastructure.
4. This Agreement shall only become effective upon recording and shall have a duration of five (5) years from the date of such recording.

5. Based upon the terms of this Agreement, any buyer of lands described in the plat for the Colonial Gateway Commerce Park shall be responsible to properly permit and construct (or provide an approved surety for) any and all infrastructure to connect the property being purchased to surrounding roadways, drainage facilities and utilities facilities, as well as pay for cost of such connections.
6. The subdivision plat and the recorded Property Owner's Declaration of Covenants, Conditions and Restrictions will include a provision advising future owners of requirements of Paragraph 5 above.
7. Nothing contained herein shall relieve any third-party purchaser from complying with all applicable subdivision regulations and land development code requirements set forth in Section 130-99 and all other relevant code sections of the Fort Myers Land Development Code.
8. In the event that all the property in the subdivision is sold and developed earlier than five years from the date of recording of this Agreement, this Agreement shall terminate and be of no further force and effect.
9. In the event that the property is not all sold and or developed five years from the date of recording of this Agreement, then the Owner shall assume the duty to either provide a surety for the improvements necessary for the subdivision to function as designed in the plat or to construct such improvements in a commercially reasonable timely manner, and this Agreement shall automatically terminate.
10. The terms of this Development Agreement shall run with the lands and bind all of the owner's successors and/or assigns.
11. Entire Agreement. This Agreement embodies the whole agreement of the Parties. There are no promises, terms, conditions other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either in verbal or written, regarding this Agreement between the Parties.

Witness
Signature: _____

By: Colonial Extension 322, LLC, a Florida
limited liability company

Witness Name
Printed: _____

Signature: _____

Witness
Signature: _____

Witness Name
Printed: _____

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Colonial Extension 322, LLC, a limited liability company who is personally known to me or {has/has not} produced his driver's license as identification, and that he/she is authorized to execute this agreement on behalf of the company.

Notary Public, State of Florida

Type, Printed, or Stamped Name of Notary Public

CITY OF FORT MYERS, FLORIDA
a Municipal Corporation

ATTEST:

By: _____
Randall P. Henderson, Jr., Mayor

Gwen Carlisle, MMC, City Clerk

Date: _____

By: _____
Saeed Kazemi, P.E., City Manager

Date: _____

APPROVED AS TO FORM:

Grant W. Alley, City Attorney

EXHIBIT "A"

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A PLOT OR PORTION OF LAND SITUATE IN PART OF PARCEL "B", McDONALDS AT CROSSROADS SUBDIVISION AS DESCRIBED IN INSTRUMENT #2013000121110, PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND DEPICTED IN COLONIAL RETAIL-82 SUBDIVISION IN INSTRUMENT #2017000055557, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, ALSO LYING IN PORTIONS OF SECTION 25 AND SECTION 26, TOWNSHIP 44 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, FURTHER DESCRIBED AND SHOWN HEREON AS FOLLOWS:

(PARCEL A)

COMMENCING AT THE NORTH CORNER OF PARCEL "B", McDONALDS AT CROSSROADS, AS RECORDED IN INSTRUMENT No. 2013000121110, PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF IMMOKALEE ROAD, (S.R. 82) (200 FEET WIDE) FOR A POINT OF BEGINNING; THENCE RUN S.46°08'00"E. ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE TO AN INTERSECTION WITH THE NORTHERLY LINE OF TRACT "A" WAVA AT CROSSROADS AS DESCRIBED IN INSTRUMENT NUMBER 201500016829, PUBLIC RECORDS OF LEE COUNTY, FLORIDA FOR 686.81 FEET; THENCE RUN S.43°51'58"W. ALONG THE NORTHERLY LINE SAID TRACT "A" TO A POINT OF CURVATURE FOR 314.77 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO LEFT FOR 12.56 FEET, SAID CURVE HAVING THE FOLLOWING ELEMENTS A RADIUS OF 8.00 FEET, A CENTRAL DELTA ANGLE OF 89°57'45", A CHORD THAT BEARS S.01°08'02"E. AND A CHORD DISTANCE OF 11.31 FEET; THENCE RUN S.46°08'02"E. TO A POINT OF CURVATURE FOR 180.19 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT FOR 39.26 FEET, SAID CURVE HAVING THE FOLLOWING ELEMENTS, A RADIUS OF 25.00 FEET, A CENTRAL DELTA ANGLE OF 89°58'58", A CHORD THAT BEARS S.01°08'10"E., A CHORD DISTANCE OF 35.35 FEET; THENCE RUN S.43°51'42"W. TO A POINT OF CURVATURE FOR 77.33 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT FOR 44.35 FEET, SAID CURVE HAVING THE FOLLOWING ELEMENTS, A RADIUS OF 55.00 FEET, A CENTRAL DELTA ANGLE OF 46°12'12", A CHORD THAT BEARS S.66°57'39"W. AND A CHORD DISTANCE OF 43.16 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN ALONG THE ARC OF A CURVE TO LEFT FOR 84.66 FEET, SAID CURVE HAVING THE FOLLOWING ELEMENTS, A RADIUS OF 105.00 FEET A CENTRAL DELTA ANGLE OF 46°12'12", A CHORD THAT BEARS S.66°57'39"W. AND A CHORD DISTANCE OF 82.39 FEET THENCE RUN S.43°52'00"W. TO A POINT OF CURVATURE FOR 679.42 FEET; THENCE RUN N.46°08'00"W. FOR 850.75 FEET; THENCE RUN N.43°52'00"E. FOR 220.00 FEET; THENCE RUN N.46°08'00"W. FOR 1160.00 FEET; THENCE RUN N.43°52'00"E. TO A POINT ALONG THE AFORESAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF IMMOKALEE ROAD (S.R. 82) (200 FEET WIDE) FOR 1000.00 FEET; THENCE RUN S.46°08'00"E. ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY FOR 1160.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

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AND (PARCEL B)

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF S.R. 82 (ALSO KNOWN AS IMMOKALEE ROAD, 200 FEET WIDE) AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF COLONIAL BOULEVARD (250 FEET WIDE); THENCE RUN S.43°52'00"W. ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE COLONIAL BOULEVARD (250 FEET WIDE) FOR 787.27 FEET TO THE POINT OF BEGINNING; THENCE RUN S.43°52'00"W. ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE FOR 401.23 FEET; THENCE RUN N.46°08'00"W. FOR 349.25 FEET; THENCE RUN N.43°52'00"E. FOR 401.23 FEET; THENCE RUN S.46°08'00"E. TO A POINT ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE COLONIAL BOULEVARD (250 FEET WIDE) FOR 349.25 FEET TO THE POINT OF BEGINNING.

AND (PARCEL C)

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF S.R. 82 (ALSO KNOWN AS IMMOKALEE ROAD, 200 FEET WIDE) AND THE NORTHWESTERLY RIGHT-OF-WAY OF COLONIAL BOULEVARD (250 FEET WIDE); THENCE RUN N.46°08'02"W. ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE S.R. 82 (200 FEET WIDE) FOR 274.00 FEET TO THE POINT OF BEGINNING; THENCE RUN S.43°51'58"W. FOR 278.00 FEET; THENCE RUN N.46°08'02"W. FOR 26.00 FEET; THENCE RUN S.43°51'58"W. TO A POINT ON THE CUSP OF A CURVE FOR 49.76 FEET; THENCE RUN ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST FOR 83.19 FEET, SAID CURVE HAVING THE FOLLOWING ELEMENTS, A RADIUS OF 65.94 FEET, A CENTRAL DELTA ANGLE OF 72°17'15", A CHORD THAT BEARS N.01°08'22"W., AND A CHORD DISTANCE OF 77.78 FEET; THENCE RUN N.46°08'02"W. TO A POINT OF CURVATURE FOR 133.17 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT FOR 39.27 FEET, SAID CURVE HAVING THE FOLLOWING ELEMENTS, A RADIUS OF 25.00 FEET, A CENTRAL DELTA ANGLE OF 90°00'00", A CHORD THAT BEARS N.01°08'02"W., A CHORD DISTANCE OF 35.36 FEET; THENCE RUN N.43°51'58"E. FOR 161.05 FEET; THENCE RUN S.46°08'02"E. FOR 30.45 FEET; THENCE RUN N.43°51'58"E. FOR 50.00 FEET; THENCE RUN N.46°08'02"W. TO POINT OF CURVATURE FOR 6.45 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT FOR 37.70 FEET, SAID CURVE HAVING THE FOLLOWING ELEMENTS, A RADIUS OF 24.00 FEET, A CENTRAL DELTA ANGLE OF 90°00'00", A CHORD THAT BEARS N.01°08'02"W., A CHORD DISTANCE OF 33.94 FEET; THENCE RUN N.43°51'58"E. TO A POINT ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE S.R. 82 (ALSO KNOWN AS IMMOKALEE ROAD, 200 FEET WIDE) FOR 12.72 FEET; THENCE RUN S.46°08'00"E. ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE FOR 239.18 FEET TO THE POINT OF BEGINNING. CONTAINING 2,216,868.85 SQUARE FEET, OR 50.89 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF COLONIAL BOULEVARD AS BEING S.43°52'00"W.