

STATE OF FLORIDA LAND AND WATER ADJUDICATORY COMMISSION

RE: Rulemaking, pursuant to)
Section 190.005(1), Florida)
Statutes, as amended, and)
Rule 42-1, F.A.C., to establish)
a Uniform Community Development)
District)
)
)
)

A M E N D E D
PETITION FOR RULEMAKING TO ESTABLISH
A UNIFORM COMMUNITY DEVELOPMENT DISTRICT

Petitioner, Westinghouse Communities of Naples, Inc., a Florida corporation, files this Amended Petition to the Petition of February 26, 1993 to the Florida Land and Water Adjudicatory Commission (hereinafter, "Commission") pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes (1991), as amended, and Rule 42-1, F.A.C., to adopt a rule to establish a Uniform Community Development District (hereinafter, "District") and to designate the land area for which the District would manage and finance basic systems, facilities, services and improvements as follows:

1. Petitioner, Westinghouse Communities of Naples Inc., is a Florida corporation, with its principal place of business at 801 Laurel Oak Drive, Suite 500, Naples, Florida 33963.

2. The land area to be served by the District is an approximate 2,075 acre tract located in Collier County, Florida bounded on the north by unimproved land, residential subdivisions

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and Immokalee Road (C.R. 846); bounded on the east by unimproved land and the proposed Livingston Road extension; bounded on the south by Vanderbilt Beach Road (C.R. 862), the proposed Vanderbilt Beach Road extension, and the Pine Ridge subdivision; and bounded on the west by North Tamiami Trail (U.S. 41). A map showing the location of the land area to be serviced by the District is attached as Exhibit 1.

3. A metes and bounds legal description of the external boundaries of the District is attached as Exhibit 2. There is no real property within the boundaries of the District which is to be excluded from the District.

4. Attached as Exhibits 3A and 3B, respectively, is documentation constituting written consent to the establishment of the District by the owners and optionee of one hundred (100%) percent of the real property to be included in the land serviced by the District.

5. The five persons designated to serve as the initial members of the Board of Supervisors of the District, who shall serve in that office until replaced by elected members, as provided in Section 190.006, Florida Statutes (1991), as amended, are:

(a) John Pistor, retired County Commissioner of Collier County, whose address is 221 Polynesia Court, Marco Island, Florida 33937.

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(b) Carol Girardin, whose address is Briant & Girardin, 3033 Riviera Drive, Naples, Florida 33940.

(c) Pamela McKie, Esq., whose address is Cummings & Lockwood, 3001 Tamiami Trail, North, Naples, Florida 33940

(d) Edward J. Oates, whose address is 1321 Solana Road, Naples, Florida 33940

(e) John Abbott, Sr. Vice President, whose address is BancFlorida, Special Assets, 5801 Pelican Bay Boulevard, Naples, Florida 33963.

6. The proposed name of the District is the Pelican Marsh Uniform Community Development District.

7. Although there are no major trunk water mains and sewer interceptors within the boundaries of the District as described in Exhibit 2, the County owns and maintains wastewater forcemains, effluent transmission mains and water transmission mains within two (2) roadway corridors that segment the District which were constructed to provide service to the property within the proposed District and which currently transverse and abut the property to be serviced by the District. These are illustrated on Exhibits 4A and 4B, respectively. There does exist upon the property an outfall known as the Pine Ridge Canal Outfall, depicted on Exhibit 4C, which will be serviced by the District. Petitioner has no knowledge of any such facilities as may be proposed by the District as referenced in Rule 42-1.008(1)(b), FAC, because the proposed District is not yet established. Subject to change, Petitioner

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contemplates asking the Board of Supervisors of the District, when established, to provide proposed facilities. The details and specifics of such facilities have not yet been determined.

8. A description of the proposed systems, facilities, services and improvements together with proposed timetables and related estimates of construction costs, based upon available data, are attached as Exhibit 5.

9. Collier County has adopted all mandatory elements of its Local Government Comprehensive Plan in accordance with requirements of the Local Government Comprehensive Planning and Land Development Regulation Act of 1985, as amended in 1986. Collier County has also completed its revised plan for minimum criterion review pursuant to Rule 9J-5, F.A.C., by Ordinance 89-05, which is currently in effect. Ordinance 89-05 designates the land area within the legal description of the land to be serviced by the proposed District as "Urban Residential", "Activity Center", and "Future Activity Center". Exhibit 6-A is a copy of the Future Land Use Map of the Collier County Comprehensive Plan currently in effect pursuant to Ordinance 89-05, a copy of which has been placed on file with the Florida Land and Water Adjudicatory Commission. A copy of the entire Collier County Comprehensive Plan, as amended, has been placed on file with the Florida Land and Water Adjudicatory Commission. Exhibit 6-B is a copy of a letter from the Florida Department of Community Affairs, dated July 22, 1992, reflecting that the Plan is in compliance.

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10. The Florida Legislature, in Special Act 88-499, re-established the Collier County Water-Sewer District (hereinafter, "Water-Sewer District"). The land to be served by the District (Exhibit 2 of this Petition) is within the Water-Sewer District. The Acknowledgment attached hereto as Exhibit 7, by which Petitioner makes certain acknowledgments and agreements regarding the relationship of the District and Water-Sewer District, is hereby incorporated within the Petition. Petitioner proposes that one of the first official substantive acts of the Board of Supervisors of the District be to enter into an Interlocal Agreement with the Water-Sewer District. The Interlocal Agreement shall, among other things, provide as follows:

(a) The Water-Sewer District shall be the permanent purveyor of water, wastewater and irrigation service to the properties within the District.

(b) The District shall and will be obligated to convey, in accordance with standard County procedures, all water, sewer and irrigation facilities to the County and its Water-Sewer District without cost to the County or its Water-Sewer District, and that such facilities will not and shall not serve as security for any form of financing or bond indebtedness prior to said conveyance. If it shall become necessary to supplement the Water-Sewer District irrigation service with ground water from the District, an appropriate rate adjustment shall be made. The District shall design, permit and construct all water, wastewater and irrigation

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facilities to Water-Sewer District standards and, immediately upon completion of such facilities and approval thereof by the Water-Sewer District, dedicate all of the water, wastewater and irrigation facilities constructed by or on behalf of the District to the Water-Sewer District free from any liens or encumbrances pursuant to procedures then in effect. As used in this Agreement, the term "water, wastewater and irrigation facilities" shall include, but not be limited to, all lines, laterals, mains, tanks, lift stations, pump stations, treatment and distribution facilities and other apparatus constructed by or on behalf of the District for the treatment and transmission of potable water, wastewater and irrigation water; provided, however, the term shall not mean or refer to any water, wastewater or irrigation lines or other apparatus constructed within the boundaries of any individual residential or commercial platted lots or golf courses intended to solely serve the individual residential or commercial platted lots or golf course.

(c) The Water-Sewer District currently has master plans for the provision of water, wastewater and irrigation service throughout the Water-Sewer District over the next fifteen years. The plans specifically include expansions to the North County Regional Wastewater Treatment Plant to 7.5 MGD in 1993, to 12.5 MGD in 1998, and to 17.5 MGD in 2005. Annual reviews of these and subsequent expansions will be made in accordance with FAC 17-600.405, which requires yearly reviews of available plant capacity

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and requires that utilities begin the design, construction and planning stages at specified levels of plant capacity usage. The Water-Sewer District currently provides irrigation water via effluent from the wastewater treatment plant. This may be supplemented in the future by a proposed canal irrigation system utilizing waters of the Golden Gate Canal and aquifer storage and recovery technology. The Water-Sewer District is currently constructing a new water treatment plant to add 8 MGD of capacity to the system. Subsequent expansions using reverse osmosis technology are scheduled in 1994 and 1999. Additionally, a new water plant is proposed after the year 2000, based upon demands. Aquifer Storage and Recovery Technology is currently being tested to provide adequate peak capacity subsidies.

(d) In recognition of the importance to the District to avoid interruptions and delays in the delivery of water, wastewater and irrigation service within the District and of the ability of the District to assist in concurrency matters and in the event the Water-Sewer District is unable to provide water, wastewater or irrigation service to those properties lying within the District, the District and Water-Sewer District may agree in writing that the District can construct on behalf of the Water-Sewer District regional treatment, transmission and distribution facilities to service the lands lying within the District boundaries at a site or within easements provided by the Water-Sewer District and if such site or easements are not available, the District can acquire same

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on behalf of the Water-Sewer District in accordance with Collier County Ordinance Nos. 90-86 and 90-87, as amended. The Agreement may also include, among other things, the following matters:

(i) The District shall plan, design, permit and construct the regional facilities in accordance with terms, conditions and specifications established by the Water-Sewer District.

(ii) The District shall construct the regional facilities at a site or within easements provided by the Water-Sewer District or, if such site or easements are not available, the District may acquire a site or easements on behalf of the Water-Sewer District.

(iii) Upon completion of construction, the regional facilities and, if applicable, any site or easements upon which the facilities are constructed, shall be conveyed to the Water-Sewer District free of any liens or encumbrances pursuant to procedures then in effect.

(iv) In return for constructing the regional facilities and, if applicable, acquiring any sites or easements on behalf of the Water-Sewer District, the District shall receive impact fee credits, to the extent permitted by law, in an amount equal to the actual costs of planning, designing, permitting and constructing the regional facilities and actual acquisition costs of acquiring any necessary sites or easements. The parties shall agree upon alternative methods

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of reimbursement to the extent that impact fee credits cannot be awarded to fully reimburse the District for such costs. Any and all impact fee credits awarded to the District may be assigned to any one or more real property owners within the District. District shall notify the County of any and all assignees of the impact fee credits.

(v) If the District and Water-Sewer District agree to have the District plan, design, permit and construct the regional facilities and the Water-Sewer District desires that such facilities have a greater treatment capacity than is necessary to serve the requirements of the District, the Water-Sewer District shall advance directly to the District the funds attributable to the planning, design, permitting and construction of such excess capacity as and when such funding shall be required by the District.

(e) As an alternative to the regional facility described in Subsection (d) above, the District may, but shall not be obligated to, plan, design, permit and construct interim water, wastewater and/or irrigation facilities (hereinafter called "interim facility(ies)") within the boundaries of the District in accordance with the terms and conditions described below. The planning, design and permitting of the interim facility(ies) by the District may be undertaken based upon the District engineer's sole reasonable opinion as to the necessity of such action. Before construction of an interim facility(ies) may commence, however, the

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Board of Commissioners acting as Ex Officio the Governing Board of the Collier County Water-Sewer District (hereinafter, "County Commission") must review and approve such construction at a public hearing. The hearing shall be held as soon as reasonably possible after the District has requested such a hearing. At the hearing, the County Commission shall consider the testimony and evidence of the engineers for the District and Water-Sewer District staff as well as any other testimony and evidence which any interested party may wish to present. Based upon such testimony and evidence, the County Commission shall promptly take the following action: (i) decide whether the construction of interim facility(ies) is necessary to avoid a delay or interruption of any water, wastewater or irrigation service to current or future users within the District within the next twenty-four (24) month period; (ii) if the construction of interim facility(ies) is not deemed to be necessary for the above-stated purpose, the County Commission shall state its reason or reasons for such determination; or (iii) if the construction of interim facility(ies) is deemed to be necessary for the above-stated purpose but, for reasons stated by the County Commission, immediate commencement of such construction is not deemed necessary, the County Commission shall specifically state the date when such construction may commence. The interim facility(ies) may be either purchased or leased by the District and shall be installed, if approved by the County Commission, at the District's expense. After construction of the interim

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facility(ies) has been so approved by the County Commission and completed by or on behalf of the District, the interim facility(ies) shall remain in the ownership or leasehold of the District and shall be managed and operated by the District. The District shall be permitted to use, as and when needed, all water, wastewater and irrigation facilities within the District which had been previously conveyed to the Water-Sewer District as required in Subsection (b) above in connection with its operation of the interim facility(ies). Such use shall be in accordance with and subject to any County ordinances in effect from time to time which govern such use, provided that in no event shall the District be required to pay the County or Water-Sewer District more than nominal charges for such use. Any interim facility(ies) constructed by the District shall be for temporary use only until the Water-Sewer District has repaired or expanded its regional facility to accommodate the water, wastewater and irrigation needs of the District. If, at any time during the construction or operation of the interim facility(ies), the Water-Sewer District determines that it is able to provide adequate water, wastewater or irrigation services within the District to the current and projected future users anticipated to connect in the next twenty-four (24) months without interruption or delay, the District shall immediately cease all further construction upon or operation of the interim facility(ies), as the case may be. The ability of the Water-Sewer District to again provide adequate water, wastewater

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and irrigation services within the District to current and future users without interruption or delay within the next twenty-four (24) month period shall be determined by the County Commission at a public hearing. At such hearing, testimony and evidence may be presented in favor of and against the ability of the Water-Sewer District to provide adequate water, wastewater and irrigation services. In the event the County Commission determines that the Water-Sewer District is able to again serve the District's users from its regional facilities as described above and, as a result of such determination, construction or operation of the interim facility(ies) is ordered by the County Commission to be discontinued, the District shall promptly, at its expense, connect those properties served by the District on an interim basis to the Water-Sewer District's facilities and disassemble and remove the interim facility(ies). The District may levy special assessments, as authorized by Section 190.011(14), Florida Statutes (1991), for the cost of planning, designing, permitting, construction, disassemblage and removal of the interim facility(ies) and for the cost of acquiring the site and easements, if applicable, upon which the interim facility(ies) were constructed. The District shall not levy impact fees or system development charges for connection to the District's interim facility(ies).

(f) The District acknowledges that County impact fees for water, sewer, and irrigation service are required to be paid at the time a building permit application is made and that these impact

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fees are required to be paid even though the District may be providing interim service. Petitioner, Westinghouse Communities of Naples, Inc., as the primary land owner and prime developer of the Pelican Marsh community, shall record a restrictive covenant, which runs with the land, that shall include among other things the following notice:

NOTICE: The Collier County Water-Sewer District ("County") is the permanent water, sewer and irrigation service provider within the District. The County charges impact fees for such services which must be paid at the time a building permit application is made. Should the facilities for such services not be available through the County for current or future residents of Pelican Marsh, the Pelican Marsh Community Development District or a developer may, but shall not be obligated to, provide interim water, wastewater and/or irrigation facilities. The impact fees charged by Collier County are in addition to any fees, charges or other levies the District or a developer may charge users for interim water, sewer, or irrigation service should it be providing such service. Any interim facility(ies) shall be discontinued when the County has the ability to provide adequate water, wastewater or irrigation services within the District to current and future users.

(g) None of the foregoing provisions within Section 10 shall be construed to relieve the Water-Sewer District of its legal

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rights and obligations to supply users within the District with adequate water, wastewater and irrigation services from its regional facilities or to prohibit the District from exercising any authorized powers under Chapter 190, Florida Statutes (1991), including management and financing powers, other than as expressly provided therein to the contrary.

11. A statement of estimated economic impact of the granting of this Amended Petition and the establishment of the District by rule pursuant thereto, in accordance with Section 190.005(1)(b)1, Florida Statutes (1991), as amended, and Rule 42-1.008(1)(c), F.A.C., is attached as Exhibit 8.

12. Prior to the filing of this Petition, the Petitioner submitted a copy of this Petition, together with the required filing fee of \$15,000.00 to Collier County on February 26, 1993. These actions were undertaken upon compliance with Section 190.005(1)(b)1, Florida Statutes (1991), as amended, and other applicable statutory authority, to afford Collier County the opportunity to decide whether to conduct the optional hearing and to make any related decisions about the establishment of the District under Section 190.005(1)(c), Florida Statutes (1991).

WHEREFORE, Petitioner respectfully requests the Commission to:

A. Direct its Secretary to forward this Amended Petition to the Director of the Florida Division of Administrative Hearings

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with a formal request that the Director notice and assign a Hearing Officer to conduct the local public information-gathering hearing pursuant to the uniform procedures set forth in Section 190.005(1)(d), Florida Statutes (1991), as amended, and Rule 42-1.008(2), 42-1.009(1)(b)1, 42-1.011, and 42-1.012, F.A.C., and to prepare a report based upon that local hearing and transmit that report with the record of the hearing to the Commission, pursuant to Section 190.005(1), Florida Statutes (1991), as amended, and Rules 42-1.012(4) and 42-1.013, F.A.C.

B. Upon receipt of the record of the hearing and the report of the Hearing Officer, direct the Secretary to notice and conduct a rule making hearing pursuant to Section 190.005(1)(e), Florida Statutes (1991), as amended, and Rule 42-1.014, F.A.C.


C. Grant the Amended Petition and adopt the rule to establish the District and to designate the land area to be serviced by the District, pursuant to Sections 190.005(1)(e) and 190.005(1)(f), Florida Statutes (1991), as amended, and Rule 42-1.014, F.A.C.


Respectfully submitted this 16th day of April, 1993.

SIGNED, SEALED AND
DELIVERED IN THE
PRESENCE OF:


Louis H. Hoegsted, Executive
Vice President
Westinghouse Communities
of Naples, Inc.
801 Laurel Oak Drive, Suite 500,
Naples, Florida 33963
(813) 597-6061
Petitioner

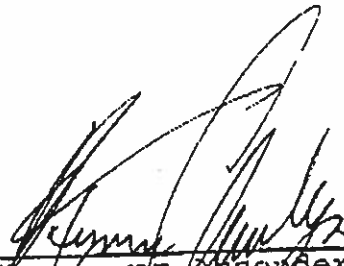
WITNESSES:


FIRST WITNESS

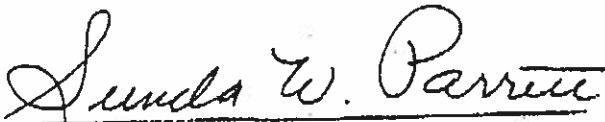

SECOND WITNESS

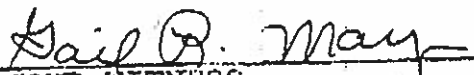
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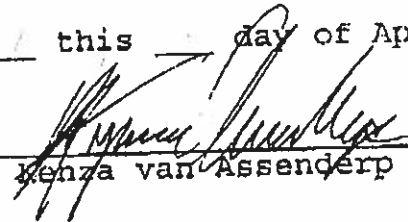
 Kenza van Assenderp
 Young, van Assenderp, Varnadoe
 and Benton, P.A.
 Post Office Box 1833
 Tallahassee, Florida 32302
 (904) 222-7206
 Attorneys for Petitioner,
 Westinghouse Communities of
 Naples, Inc.



 FIRST WITNESS


 SECOND WITNESS

I HEREBY CERTIFY that a copy of the foregoing has been mailed
 to _____ this _____ day of April, 1993.



 Kenza van Assenderp

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Kenza van Assenderp
Young, van Assenderp, Varnadoe
and Benton, P.A.
Post Office Box 1833
Tallahassee, Florida 32302
(904) 222-7206
Attorneys for Petitioner,
Westinghouse Communities of
Naples, Inc.

FIRST WITNESS

SECOND WITNESS

I HEREBY CERTIFY that a copy of the foregoing has been mailed
to _____ this ____ day of April, 1993.

Kenza van Assenderp

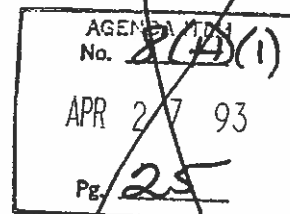
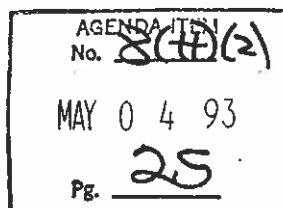
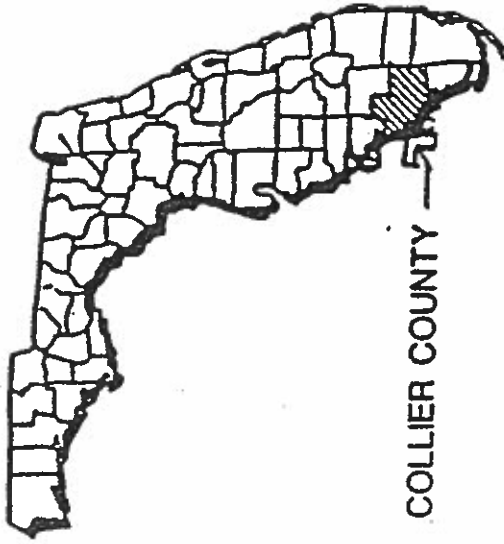


EXHIBIT 1

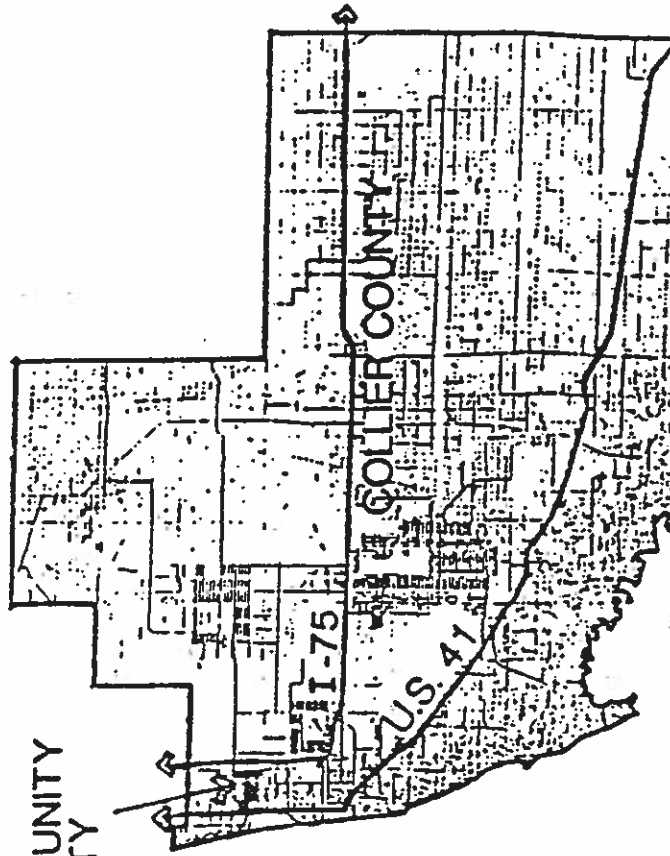
PROJECT LOCATION

WESTINGHOUSE COMMUNITIES OF NAPLES, INC.

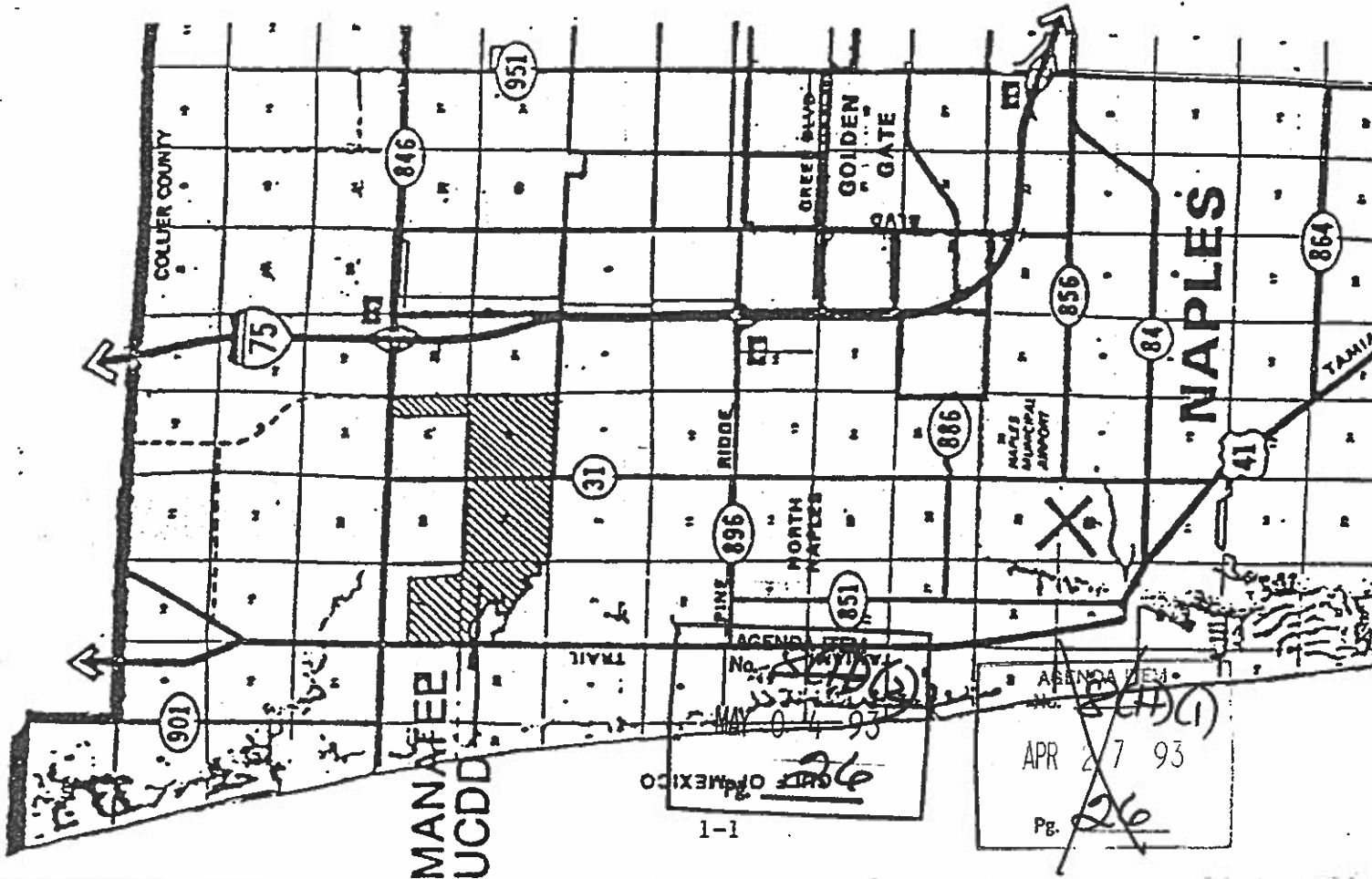
NORTH



COLLIER COUNTY



COMMUNITY VICINITY



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WILSON, MILLER, BARTON & PEEK, INC.

Engineers, Planners, Surveyors, Landscape Architects, Environmental Consultants & Construction Managers
Wilson, Miller, Barton & Peek, Inc., 12700 Ralston Lane at Airport Road, Naples, Florida 34109 • (813) 460-0200 Fax (813) 460-5716

Description of part of Sections 25, 27, 34, 35 and 36,
Township 48 South, Range 25 East, Collier County, Florida
MANATEE D.R.I. DESCRIPTION

BEGINNING at the southwest corner of Section 27, Township 48 South, Range 25 East, Collier County, Florida;
thence along the west line of said Section 27 and the easterly right-of-way line of U.S. 41 North 00°38'20" West 2623.40 feet to the west 1/4 corner of said Section 27;
thence continue along the west line of said Section 27 and said right-of-way North 00°39'12" West 627.69 feet;
thence leaving said line North 89°20'45" East 3844.57 feet to the westerly right-of-way line of proposed Goodlette-Frank Road as recorded in Plat Book 13, page 58, Public Records of Collier County, Florida;
thence along said westerly right-of-way line in the following four (4) described courses;

- 1) South 05°34'48" East 3545.96 feet to the south line of said Section 27;
- 2) South 05°33'10" East 2642.17 feet;
- 3) southerly 620.87 feet along the arc of a circular curve concave westerly having a radius of 2799.93 feet through a central angle of 12°42'18" and being subtended by a chord which bears South 00°47'59" West 619.60 feet;
- 4) South 07°09'08" West 1675.64 feet to the boundary line of the plat of Pine Ridge Second Extension as recorded in Plat Book 10, page 86 of the Public Records of Collier County, Florida;

thence along the boundary of said Pine Ridge Second Extension in the following eight (8) described courses;

- 1) South 89°50'58" West 88.21 feet;
- 2) North 31°34'00" West 120.19 feet;
- 3) North 05°37'10" West 956.47 feet;
- 4) South 74°46'39" West 379.98 feet;
- 5) South 12°04'43" East 23.53 feet;
- 6) South 87°09'43" West 272.40 feet;
- 7) northwesterly 1854.45 feet along the arc of a non-tangential circular curve concave southwesterly having a radius of 1640.26 feet through a central angle of 64°46'40" and being subtended by a chord which bears North 48°50'02" West 1757.26 feet;
- 8) North 81°13'22" West 737.85 feet;

thence leaving said plat boundary North 00°03'39" West 707.85 feet;

thence South 89°33'32" East 336.81 feet;

thence North 00°26'28" East 180.64 feet;

thence northerly 37.60 feet along the arc of a circular curve concave easterly having a radius of 130.00 feet through a central angle of 16°34'19" and being subtended by a chord which bears North 08°43'37" East 37.47 feet;

thence North 17°00'47" East 181.41 feet;

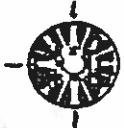
thence northwesterly 654.92 feet along the arc of a circular curve concave southwesterly having a radius of 395.00 feet through a central angle of 94°59'52" and being subtended by a chord which bears North 30°29'09" West 582.44 feet

thence North 77°59'05" West 144.30 feet;

thence northwesterly 418.87 feet along the arc of a circular curve concave northeasterly having a radius of 800.00 feet

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Description of part of Sections 25, 27, 34, 35 and 36,
Township 48 South, Range 25 East, Collier County, Florida
MANATEE D.R.I. DESCRIPTION

through a central angle of 29°59'57" and being subtended by a chord which bears North 62°59'06" West 414.10 feet
 thence North 47°59'08" West 100.03 feet;
 thence westerly 615.18 feet along the arc of a circular curve concave southerly having a radius of 826.09 feet through a central angle of 42°40'04" and being subtended by a chord which bears North 69°19'10" West 601.07 feet;
 thence South 89°20'48" West 204.55 feet to the west line of said Section 34, and the east right-of-way line of U.S. 41;
 thence along said line North 00°39'20" West 665.92 feet to the Point of Beginning;
 containing 577.38 acres more or less;
 subject to easements and restrictions of record;
 AND TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL;
 BEGINNING at the northwest corner of said Section 35;
 thence along the north line of said Section 35 North 89°45'35" East 5231.69 feet to the west right-of-way line of Airport-Pulling Road (C.R. 31);
 thence along said westerly right-of-way line South 00°31'47" East 5258.31 feet to the south line of said Section 35;
 thence along said south line South 89°39'22" West 2541.65 feet to the south 1/4 corner of said Section 35;
 thence continue along said south line South 89°39'32" West 2641.33 feet to the southwest corner of said Section 35;
 thence along the south line of said Section 34 South 89°51'02" West 391.57 feet to the boundary line of a parcel described in O.R. Book 524, page 121 of the Public Records of Collier County, Florida;
 thence along the boundary of said parcel North 01°03'33" West 295.29 feet;
 thence continue along the boundary of said parcel South 89°51'02" West 443.28 feet to the easterly right-of-way line of proposed Goodlette-Frank Road as recorded in Plat Book 13, page 58 of the Public Records of Collier County, Florida;
 thence along said easterly right-of-way line North 07°09'08" East 1729.52 feet;
 thence continue along said easterly right-of-way line northerly 577.63 feet along the arc of a circular curve concave westerly having a radius of 2929.93 feet through a central angle of 11°17'45" and being subtended by a chord which bears North 01°30'16" East 576.70 feet to the southwesterly corner of a parcel described in O.R. Book 1048, page 1800;
 thence along the southerly line of said parcel along a non-tangential line South 89°47'25" East 562.07 feet to the southeasterly corner of said parcel being a point on the easterly line of said Section 34;
 thence along the easterly line of said parcel described in O.R. Book 1048, page 1800 also being the east line of said Section 34, North 01°03'33" West 50.01 feet to the east 1/4 of said Section 34;

AGENDA ITEM
 No. ~~874X2~~
 MAY 04 93
 Pg. 28

AGENDA ITEM
 No. ~~874X(1)~~
 APR 27 93
 Pg. 28



Description of part of Sections 25, 27, 34, 35 and 36,
Township 48 South, Range 25 East, Collier County, Florida
MANATEE D.R.I. DESCRIPTION

thence along the easterly line of said parcel described in O.R. Book 1048, page 1800 also being the east line of said Section 34 North 01°03'33" West 50.01 feet;
thence leaving said section line along the north line of said parcel, North 89°47'25" West 569.06 feet to the easterly right-of-way line of proposed Goodlette-Frank Road as recorded in Plat Book 13, page 58 of the Public Records of Collier County, Florida;
thence along said right-of-way line North 05°33'10" West 2600.08 feet to a point on the north line of said Section 34;
thence leaving said right-of-way line and along the north line of said Section 34 South 89°31'31" East 772.91 feet to the Point of Beginning;

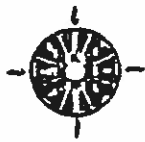
containing 707.09 acres more or less;
subject to easements and restrictions of record;

AND TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL

BEGINNING at the northeast corner of said Section 36;
thence along the east line of said Section, South 02°12'03" East 2671.63 feet to the east 1/4 corner of said Section 36;
thence continue along the east line of said Section 36 South 02°06'28" East 2519.08 feet to a point on the northerly right-of-way line of Vanderbilt Beach Road;
thence along said northerly right-of-way line North 89°39'39" West 2855.35 feet;
thence continue along said line North 89°43'59" West 2544.87 feet to a point on the easterly right-of-way line of Airport-Pulling Road (C.R. 31);
thence along said easterly right-of-way line North 00°31'47" West 4490.03 feet to the southwest corner of the east 15 feet of the west 115 feet of the south 80 feet of the north 619.49 feet of said Section 36;
thence along the south line of said land North 89°28'13" East 15.00 feet;
thence along the east line of said land North 00°31'47" West 80.00 feet;
thence along the north line of said land South 89°28'13" West 15.00 feet to the east right-of-way line of Airport Road (C.R. 31);
thence along said right-of-way North 00°31'47" West 539.49 feet to the north line of said Section 36;
thence along said north line North 89°27'57" East 3914.28 feet to the southwest corner of the east 1/2 of the east 1/2 of said Section 25;
thence along the west line of the east 1/2 of the east 1/2 of said Section 25 North 01°54'09" West 2668.19 feet;
thence continue along the west line of the east 1/2 of the east of said Section 25 North 01°57'16" West 2567.06 feet to a point on the southerly right-of-way line of Immokalee Road (C.R. 846);
thence along said right-of-way North 89°14'36" East 1325.57 feet to the east line of said Section 25;

AGENDA ITEM
No. 2(A)(2)
MAY 04 93
Pg. 29

~~AGENDA ITEM
No. 2(A)(1)
APR 27 93
Pg. 29~~

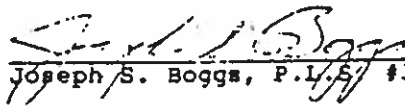


page 4 of 4

Description of part of Sections 25, 27, 34, 35 and 36,
Township 48 South, Range 25 East, Collier County, Florida
MANATEE D.R.I. DESCRIPTION

thence along said east line of Section 25 South 02°06'59" East
2569.75 feet to the east 1/4 corner of Section 25;
thence continue along said east line of Section 25 South
02°00'46" East 2670.97 feet to the Point of Beginning;
containing 789.67 acres more or less;
total parcel contains 2074.14 acres more or less;
subject to easements and restrictions of record;
bearings are based on the State Plane Coordinates 1983 datum 1990
adjustment, the north line of Section 35, being North 89°45'35"
East.

WILSON, MILLER, BARTON & PEEK, INC.
Reg. Engineers and Land Surveyors


Joseph S. Boggs, P.L.S. #3516

Not valid unless embossed with the Professional's seal.

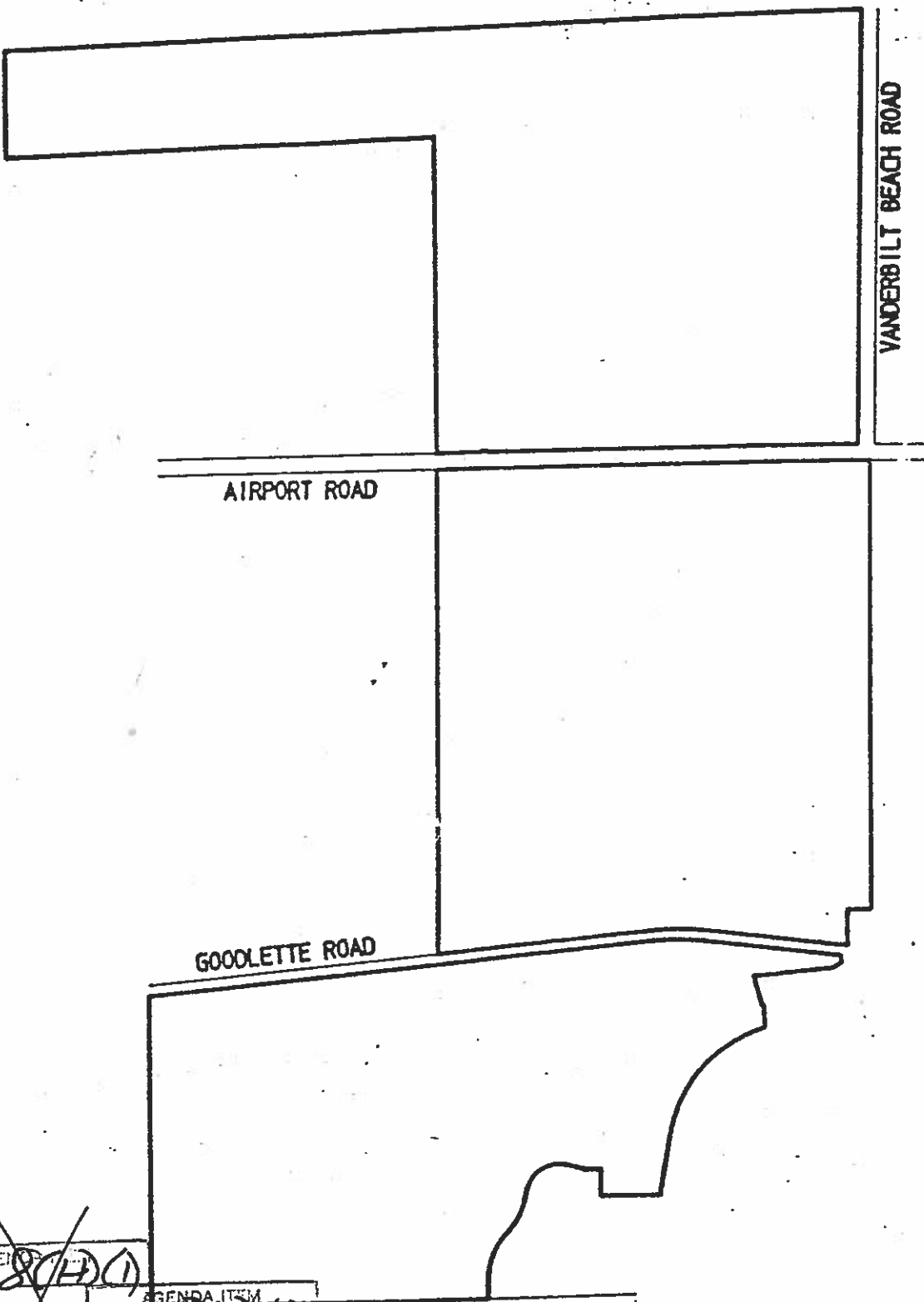
W.O. 12931
Ref. 2L-362 (JPM:kjd)
Date: October 10, 1991

AGENDA ITEM
No. 8CH(2)
MAY 04 93
Pg. 30

10/15/91-01360001.kjd

~~AGENDA ITEM
No. 8CH(1)
APR 27 93
Pg. 30~~

EXHIBIT 2 DISTRICT BOUNDARIES

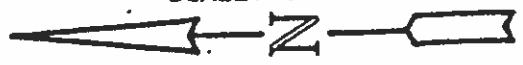


~~AGENDA~~
No. ~~80(H)(1)~~
APR 27 03
Pg. ~~31~~

AGENDA ITEM
No. ~~80(H)(2)~~
MAY 04 93
Pg. ~~31~~

U.S. 41

SCALE: 1" = 2000'



'2/93

EXHIBIT 3A

CONSENT TO ESTABLISHMENT OF DISTRICT

I, Louis H. Hoegsted, hereby certify that I am the Executive Vice-President of Westinghouse Communities of Naples, Inc., which owns certain real property located in Collier County, Florida more particularly described as follows:

All of Section 36 and the east one-quarter of Section 25 of Township 48 South, Range 25 East; and

A part of Section 34, Township 48 South, Range 25 East, as more particularly described in Exhibit A attached hereto; and

A part of Section 27, Township 48 South, Range 25 East, as more particularly described in Exhibit B attached hereto,

and which has control, by Contract for Sale and Purchase with Option, dated July 26, 1991, over the following real property located in Collier County, Florida more particularly described as follows:

A part of Sections 27 and 34, Township 48 South, Range 25 East, as more particularly described in Exhibit C attached hereto,

and by signing below hereby give my full consent to establishment by rulemaking of the PELICAN MARSH UNIFORM COMMUNITY DEVELOPMENT DISTRICT in accordance with Section 190.005, Florida Statutes, and to the inclusion of the above-described property within the proposed boundaries of the said District.

IN WITNESS WHEREOF, I hereunto set my hand on this 24th day of February, 1993.

WITNESSES:

Lisa C. Sparda
Carol

WESTINGHOUSE COMMUNITIES OF
NAPLES, INC., a Florida
corporation

By: *Louis H. Hoegsted*
Louis H. Hoegsted
Executive Vice-President

10297-1.rvm
2/23/93/pm

~~AGENDA ITEM
No. 8(CH)(1)
APR 27 93
Pg. 32~~

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AGENDA ITEM
No. 8(CH)(2)
MAY 04 93
Pg. 32

STATE OF FLORIDA)
COUNTY OF MANATEE)

I HEREBY CERTIFY that on this day before me, an office duly authorized in the State of Florida-at-large to take acknowledgments, personally appeared LOUIS H. HOEGSTED, the Executive Vice-President of WESTINGHOUSE COMMUNITIES OF NAPLES, INC., known to me to be the person who executed the foregoing instrument and acknowledged before me that he executed the same in such capacity and in the name and on behalf of said Corporation. He is personally known to me. ~~or produced xx as identification and did xxxxxxxx did not xx~~ take an oath.

WITNESS my hand and official seal this 24th day of February, 1993.

Julia S. Hernandez
Notary Public
Print: Julia S. Hernandez
My Comm. Expires: _____
Comm. No.: _____

[SEAL]



10297-1.rvm
2/23/93/pa

~~AGENDA ITEM
No. 8(A)(1)
APR 27 93
Pg. 33~~

3-2

AGENDA ITEM
No. 8(A)(2)
MAY 04 93
Pg. 33



OF DEED OF *January 15, 1992*
BY LAMAR GABLE, ET AL, ETC. TO
WESTINGHOUSE COMMUNITIES OF
NAPLES, INC., A FLORIDA CORPORATION

Description of the Land
(comprising the aggregate interests
of all the Grantors under said Deed)

Legal description of part of Section 34,
Township 48 South, Range 25 East,
Collier County, Florida

000167

PAGE

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OR BOOK

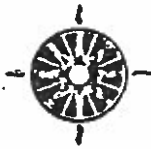
The following described parcel;
Commencing at the northeast corner of Section 34, Township 48 South,
Range 25 East;
thence along the north line of said Section 34 (also being the south
line of Section 27, Township 48 South, Range 25 East) North
89°-32'-23" West 903.55 feet to the westerly right-of-way of
proposed Goodlette-Frank Road as recorded in Plat Book 13, page 58,
Public Records of Collier County, Florida;
thence along said westerly right-of-way South 05°-34'-11" East
1815.74 feet to the POINT OF BEGINNING;
thence continue along said westerly right-of-way in
the following three (3) described courses;
1) South 05°34'11" East 826.32 feet;
2) southerly 620.90 feet along the arc of a circular curve
concave westerly having a radius of 2799.93 feet through a
central angle of 12°42'20" and being subtended by a chord
which bears South 00°46'59" West 619.62 feet;
3) South 07°08'09" West 1675.54 feet to the boundary line of
Pine Ridge Second Extension as recorded in Plat Book 10,
page 86 of the Public Records of Collier County, Florida;
thence along the boundary of said Pine Ridge Second Extension
in the following eight (8) described courses;
1) South 89°50'01" West 88.21 feet;
2) North 31°34'52" West 120.19 feet;
3) North 05°37'59" West 956.45 feet;
4) South 74°45'41" West 379.97 feet;
5) South 12°05'39" East 23.53 feet;
6) South 87°08'45" West 272.39 feet;
7) northwesterly 1854.39 feet along the arc of a
non-tangential circular curve concave southwesterly having
a radius of 1640.16 feet through a central angle of
64°46'46" and being subtended by a chord which bears North
48°50'55" West 1757.19 feet;
8) North 81°14'19" West 737.85 feet;
thence leaving said plat boundary;
thence North 00°04'27" West 707.83 feet;
thence South 89°34'20" East 336.82 feet;
thence North 00°25'40" East 180.64 feet;
thence northerly 37.60 feet along the arc of a circular curve
concave easterly having a radius of 130.00 feet through a
central angle of 16°34'20" and being subtended by a chord which
bears North 08°42'50" East 37.47 feet;
thence North 17°00'00" East 17.96 feet;
thence South 89°-32'-23" East 2719.44 feet to the westerly
right-of-way of said Goodlette-Frank Road and the Point of
Beginning;

together with the following described parcel;

(continued on page 2)

AGENDA ITEM
No. 8(A)(2)
MAY 04 93
Pg. 34

AGENDA ITEM
No. 8(A)(1)
APR 27 93
Pg. 34



Legal description of part of Section 34,
Township 48 South, Range 25 East,
Collier County, Florida
(continued from page 1)

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Commencing at the northeasterly corner of Section 34, Township 48 South, Range 25 East, Collier County, Florida;
thence along the east line of said Section 34, South 1°04'34" East 2583.94 feet to the northeasterly corner of a parcel described in O.R. 1048, page 1800 of the Public Records of Collier County, Florida and the POINT OF BEGINNING;

thence along the northerly line of the parcel described in said O.R. 1048, page 1800, North 89°48'26" West 568.51 feet to the easterly right-of-way line of proposed Goodlette-Frank Road as recorded in Plat Book 13, page 58 of the Public Records of Collier County, Florida;

thence along the said easterly right-of-way line of Goodlette Frank Road, North 5°34'11" West 784.30 feet;

thence leaving said easterly right-of-way South 89°-32'-23" East 630.51 feet to the easterly line of said Section 34;

thence along said east line of Section 34, South 01°-04'-34" East 777.59 feet to the Point of Beginning;

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OR BOOK

and together with the following described parcel;

Commencing at the northeasterly corner of Section 34, Township 48 South, Range 25 East, Collier County, Florida;
thence along the east line of said Section 34, South 1°04'34" East 2683.94 feet to the southeasterly corner of a parcel described in O.R. 1048, page 1800 of the Public Records of Collier County, Florida and the POINT OF BEGINNING;

thence continue along the east line of said Section 34, South 01°04'34" East 2583.93 feet to the southeast corner of said Section 34;

thence along the south line of said Section 34, South 89°50'15" West 391.49 feet to the boundary line of a parcel described in O.R. 524, page 121 of the Public Records of Collier County, Florida;

thence along the boundary line of the said parcel described in O.R. 524, page 121, North 1°04'34" West 295.29 feet;

thence along the boundary line of the said parcel described in O.R. 524, page 121, South 89°50'15" West 443.18 feet to the easterly right-of-way line of proposed Goodlette Frank Road as recorded in Plat Book 13, page 58 of the Public Records of Collier County, Florida;

thence along the said easterly right-of-way line of Goodlette Frank Road, North 7°08'09" East 1729.46 feet;

thence continue along said easterly right-of-way line of Goodlette Frank Road, 577.59 feet along the arc of a circular curve concave northwesterly, having a radius of 2929.93 feet, through a central angle of 11°17'42" and being subtended by a chord which bears North 1°29'18" East 576.65 feet to the southwesterly corner of the said parcel described in O.R. 1048, page 1800;

thence along the southerly line of the said parcel described in O.R. 1048, page 1800, South 89°-48'-26" East 561.87 feet to the

(continued on page 3)

AGENDA ITEM
No. 8(A)(2)
MAY 04 93
Pg. 35

~~AGENDA ITEM
No. 8(A)(1)
APR 27 93
Pg. 35~~



Legal description of part of Section 34,
Township 48 South, Range 25 East,
Collier County, Florida
(continued from page 2)

southeasterly corner of the said parcel described in O.R. Book
1048, page 1800 and the Point of Beginning;
the above described parcel contains 163.78 acres more or less;
subject to easements and restrictions of record;
bearings are based and assumed on the north line of Section 34,
being South 89°-32'-23" East.

WILSON, MILLER, BARTON & PEEK, INC.
Reg. Engineers and Land Surveyors

BY *Joseph S. Boggs* DATE 10/1/91
Joseph S. Boggs, P.L.S. #3516

Not valid unless embossed with the Professional's seal.

W.O. 12491
Ref: 4L-857 (JP:kjd option parcel a)
Date: August 12, 1991
Revised: October 1, 1991

OR BOOK 1679
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AGENDA ITEM
No. 2(H)(2)
MAY 04 93
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~~AGENDA ITEM
No. 2(H)(1)
APR 27 93
Pg. 36~~

Recorded and Indexed
in Official Records of
COLLIER COUNTY, FLORIDA
G.I.S. Clerk

LEGAL DESCRIPTION

BARRON COLLIER CO.
FILE NUMBER
7956

All that part of the northeast quarter of Section 34, Township 48 South, Range 25 East, Collier County, Florida, being more particularly described as follows:

Commencing at the northeast corner of said Section 34; thence North 89°31'29" West along the northerly line of said section a distance of 752.70 feet to the Point of Beginning of the following described easement;

thence continue along said northerly line North 89°31'29" West 20.11 feet to an intersection with the easterly right-of-way line of Frank Boulevard as recorded in Plat Book 13, page 58, Public Records of Collier County, Florida;

thence South 5°33'29" East along said right-of-way line a distance of 1,656.93 feet;

thence leaving said right-of-way line North 84°26'31" East 20.00 feet;

thence North 5°33'29" West 1,654.82 feet to the Point of Beginning of the easement herein described;

containing 0.76 of an acre of land more or less; subject to easements and restrictions or record.

OR BOOK
1762

PAGE
000364

~~AGENDA ITEM
No. 8(A)(1)
APR 27 93
Pg. 32~~

AGENDA ITEM
No. 8(A)(2)
MAY 04 93
Pg. 32



U U ' 37 7950
WILSON, MILLER, BARTON & PEEK, INC.

Engineers, Planners, Surveyors, Landscape Architects, Environmental Consultants & Construction Managers
Wilson Professional Center, Suite 200, 3200 Bailey Lane at Airport Road, Naples, Florida 33962 • (813) 649-4040 Fax (813) 643-5716

EXHIBIT B

Page 1 of 2

OF DEED OF OCTOBER 1, 1992
BY LAMAR GABLE, ET AL, ETC. TO
WESTINGHOUSE COMMUNITIES OF
NAPLES, INC., A FLORIDA CORPORATION

Description of the Land

(comprising the aggregate interests
of all the Grantors under said Deed)

Legal description of part of Section 34,
Township 48 South, Range 25 East,
Collier County, Florida
(Option Parcel #1, less portion of
Parcel described in O.R. 1747, page 1149)

Commencing at the southwest corner of Section 27, Township 48 South, Range 25 East, Collier County, Florida;

thence along the west line of Section 34, Township 48 South, Range 25 East, Collier County, Florida, South 00°-40'-08" East 645.07 feet to the POINT OF BEGINNING;

thence leaving said west line South 89°-32'-23" East 4205.58 feet to the westerly right-of-way of proposed Goodlette-Frank Road as recorded in Plat Book 13, page 58, Public Records of Collier County, Florida;

thence along said westerly right-of-way South 05°-34'-11" East 1167.20 feet;

thence leaving said westerly right-of-way North 89°-32'-23" West 2719.44 feet;

thence North 17°-00'-00" East 163.42 feet;

thence northwesterly 654.93 feet along the arc of a circular curve concave southwesterly having a radius of 395.00 feet through a central angle of 95°00'00" and being subtended by a chord which bears North 30°30'00" West 582.45 feet;

thence North 78°00'00" West 144.25 feet;

thence northwesterly 418.88 feet along the arc of a circular curve concave northeasterly having a radius of 800.00 feet through a central angle of 30°00'00" and being subtended by a chord which bears North 63°00'00" West 414.11 feet;

thence North 48°00'00" West 100.00 feet;

thence westerly 615.20 feet along the arc of a circular curve concave southerly having a radius of 826.09 feet through a central angle of 42°40'08" and being subtended by a chord which bears North 69°20'04" West 601.08 feet;

thence South 89°19'52" West 204.53 feet to the westerly line of said Section 34 and the easterly right-of-way line of said U.S. 41;

thence along the westerly line of said Section 34 and the easterly right-of-way line of said U.S. 41, North 00°40'08" West 20.84 feet to the Point of Beginning;

together with the following described parcel;

Commencing at the northeast corner of said Section 34;
thence along the east line of said Section 34, South 01°-04'-34" East 645.19 feet to the POINT OF BEGINNING;

thence continue along said east line South 01°-04'-34" East 1161.16 feet;

thence leaving said east line North 89°-32'-23" West 630.51 feet to the easterly right-of-way of said proposed Goodlette-Frank Road;

thence along said right-of-way North 05°-34'-11" West 1167.20 feet;

thence leaving said right-of-way South 89°-32'-23" East 721.99 feet to the east line of said Section 34 and the Point of Beginning;

AGENDA ITEM
No. 8(A)(2)
MAY 0 4 93
Pg. 38

AGENDA ITEM
No. 8(A)(1)
APR 27 93
Pg. 38



WILSON • MILLER • BARTON & PEEK, INC.

EXHIBIT B

OF DEED OF OCTOBER 1, 1992
BY LAMAR GABLE, ET AL, ETC. TO
WESTINGHOUSE COMMUNITIES OF
NAPLES, INC., A FLORIDA CORPORATION

Description of the Land
(comprising the aggregate interests
of all the Grantors under said Deed)

Legal description of part of Section 34,
Township 48 South, Range 25 East,
Collier County, Florida
(Option Parcel #1, less portion of
Parcel described in O.R. 1747, page 1149)
(continued)

containing 98.29 acres more or less;
subject to easements and restrictions of record;
bearings are based and assumed on the north line of Section 34, being South 89°-32'-23" East.
LESS AND EXCEPTING that portion of land as described in O.R. 1747, page 1149 of the
Public Records of Collier County, Florida, that lies within the above described parcel.

WILSON, MILLER, BARTON & PEEK, INC.
Reg. Engineers and Land Surveyors

BY Joseph S. Boggs DATE 9/23/92
Joseph S. Boggs, P.L.S. #3516

Not valid unless embossed with the Professional's seal.

W.O. 12491
Ref: 4L-857 (JP:kjd)
Date: August 12, 1991
Revised: September 23, 1992

~~AGENDA ITEM
No. 8(A)(1)
APR 27 93
Pg. 39~~

AGENDA ITEM
No. 8(A)(2)
MAY 04 93
Pg. 39



WILSON, MILLER, BARTON & PEEK, INC.

Engineers, Planners, Surveyors, Landscape Architects, Environmental Consultants & Construction Managers
Wilson Professional Center, Suite 200, 3200 Bailey Lane at Airport Road, Naples, Florida 33942 • (813) 649-4040 Fax (813) 643-5716

EXHIBIT C

Page 1 of 4

**Legal description of part of Sections 27 and 34,
Township 48 South, Range 25 East,
Collier County, Florida
(Option Parcel #2 Westinghouse)**

BEGINNING at the southwest corner of Section 27, Township 48 South, Range 25 East, Collier County, Florida; thence along the west line of said Section 27 and the easterly right-of-way line of U.S. 41, North 00°-39'-21" West 226.34 feet; thence leaving said west line of Section 27, North 89°-19'-47" East 4122.75 feet to the westerly right-of-way of proposed Goodlette Frank Road as recorded in Plat Book 13, page 58, Public Records of Collier County, Florida; thence along said westerly right-of-way South 05°-35'-39" East 309.36 feet to the south line of said Section 27, Township 48 South, Range 25 East, Collier County, Florida; thence continue along said westerly right-of-way, South 05°-34'-11" East 648.54 feet; thence leaving said right-of-way, North 89°-32'-23" West 4205.58 feet to the west line of Section 34, Township 48 South, Range 25 East and the easterly right-of-way line of U.S. 41; thence along said west line of Section 34, North 00°-40'-08" West 645.07 feet to the southwest corner of said Section 27 and the Point of Beginning;

together with the following described parcel;

BEGINNING at the northeast corner of said Section 34; thence along the east line of said Section 34, South 01°-04'-34" East 645.19 feet; thence leaving said east line, North 89°-32'-23" West 721.99 feet to the easterly right-of-way of said proposed Goodlette-Frank Road; thence along said easterly right-of-way, North 05°-34'-11" West 648.54 feet to the north line of said Section 34 also being the south line of said Section 27; thence along said north line of Section 34, South 89°-32'-23" East 772.82 feet to the northeast corner of said Section 34 and the Point of Beginning;

containing 98.29 acres more or less;
subject to easements and restrictions of record;
bearings are based and assumed on the north line of Section 34,
being South 89°-32'-23" East.

WILSON, MILLER, BARTON & PEEK, INC.
Reg. Engineers and Land Surveyors

BY Joseph S. Boggs
Joseph S. Boggs, P.E., S. #3516

DATE 8/15/91

Not valid unless embossed with the Professional's seal.

AGENDA ITEM
No. 2(A)(2)
MAY 04 93
Pg. 40

AGENDA ITEM
No. 2(A)(1)
APR 27 93
Pg. 40

W.O. 12491
Ref: 4L-857 (JP:kjd option parcel 2 westinghouse)
Date: August 12, 1991



Legal description of part of Section 27,
Township 48 South, Range 25 East,
Collier County, Florida
(Option Parcel #3 Westinghouse)

Commencing at the southwest corner of Section 27, Township 48 South, Range 25 East, Collier County, Florida;
thence along the west line of said Section 27 and the easterly right-of-way line of U.S. 41, North 00°-39'-21" West 226.34 feet to the POINT OF BEGINNING of the parcel herein described;
thence continue along said west line of Section 27, North 00°-39'-21" West 1050.06 feet;
thence leaving said line North 89°-19'-47" East 4032.02 feet to the westerly right-of-way of proposed Goodlette-Frank Road as recorded in Plat Book 13, page 58, Public Records of Collier County, Florida;
thence along said right-of-way South 05°-35'-39" East 1053.95 feet;
thence leaving said right-of-way, South 89°-19'-47" West 4122.75 feet to the easterly right-of-way line of U.S. 41 and the Point of Beginning of the parcel herein described;
containing 98.29 acres more or less;
subject to easements and restrictions of record;
bearings are based and assumed on the north line of Section 34, being South 89°-32'-23" East.

WILSON, MILLER, BARTON & PEEK, INC.
Reg. Engineers and Land Surveyors

BY Joseph S. Boggs DATE 8/15/91
Joseph S. Boggs, P.L.S. #3516

Not valid unless embossed with the Professional's seal.

W.O. 12491
Ref: 4L-857 (JP:kjd option parcel 3 westinghouse)
Date: August 12, 1991

~~AGENDA ITEM
No. 3C(1)
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Pg. 41~~

AGENDA ITEM
No. 3C(2)
MAY 04 93
Pg. 41



WILSON, MILLER, BARTON & PEEK, INC.

Engineers, Planners, Surveyors, Landscape Architects, Environmental Consultants & Construction Managers
Wilson Professional Center, Suite 200, 1270 Bailey Lane at Airport Road, Naples, Florida 33942 • (813) 649-4040 Fax (813) 643-5716

EXHIBIT C

Page 3 of 4

**Legal description of part of Section 27,
Township 48 South, Range 25 East,
Collier County, Florida
(Option Parcel #4 Westinghouse)**

Commencing at the southwest corner of Section 27, Township 48 South, Range 25 East, Collier County, Florida;
thence along the west line of said Section 27 and the easterly right-of-way line of U.S. 41, North 00°-39'-21" West 1276.40 feet to the POINT OF BEGINNING of the parcel herein described;
thence continue along said west line of Section 27, North 00°-39'-21" West 1074.24 feet;
thence leaving said west line North 89°-19'-47" East 3939.21 feet to the westerly right-of-way of proposed Goodlette-Frank Road as recorded in Plat Book 13, page 58, Public Records of Collier County, Florida;
thence along the right-of-way of said Goodlette-Frank Road, South 05°-35'-39" East 1078.22 feet;
thence leaving said right-of-way, South 89°-19'-47" West 4032.02 feet to the easterly right-of way of U.S. 41 and the Point of Beginning of the parcel herein described;
containing 98.29 acres more or less;
subject to easements and restrictions of record;
bearings are based and assumed on the north line of Section 34, being South 89°-32'-23" East.

WILSON, MILLER, BARTON & PEEK, INC.
Reg. Engineers and Land Surveyors

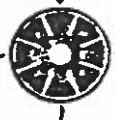
BY Joseph S. Boggs DATE 8/15/91
Joseph S. Boggs, P.E. S. #3516

Not valid unless embossed with the Professional's seal.

W.O. 12491
Ref: 4L-857 (JP:kjd option parcel 4 westinghouse)
Date: August 12, 1991

~~AGENDA ITEM
No. 8(A)(1)
APR 27 93
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AGENDA ITEM
No. 8(A)(2)
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WILSON, MILLER, BARTON & PEEK, INC.

Engineers, Planners, Surveyors, Landscape Architects, Environmental Consultants & Construction Managers
Wilson Professional Center, Suite 200, 3200 Bailey Lane at Airport Road, Naples, Florida 33942 • (813) 649-4040 Fax (813) 643-5716

EXHIBIT C

Page 4 of 4

Legal description of part of Section 27,
Township 48 South, Range 25 East,
Collier County, Florida
(Option Parcel #5 Westinghouse)

Commencing at the southwest corner of Section 27, Township 48 South, Range 25 East, Collier County, Florida;
thence along the west line of said Section 27 and the easterly right-of-way line of U.S. 41, North 00°-39'-21" West 2350.64 feet to the POINT OF BEGINNING of the parcel herein described;
thence continue along said west line of Section 27, North 0°-39'-21" West 272.65 feet to the west 1/4 corner of said Section 27;
thence continue along said west line of Section 27, North 00°-40'-13" West 827.66 feet;
thence leaving said west line of Section 27, North 89°-19'-47" East 3844.35 feet to the westerly right-of-way of proposed Goodlette-Frank Road as recorded in Plat Book 13, page 58, Public Records of Collier County, Florida;
thence along the westerly right-of-way of said Goodlette-Frank Road, South 05°-35'-39" East 1104.39 feet;
thence leaving said right-of-way, South 89°-19'-47" West 3939.21 feet to the easterly right-of-way line of U.S. 41 and the Point of Beginning of the parcel herein described;
containing 98.30 acres more or less;
subject to easements and restrictions of record;
bearings are based and assumed on the north line of Section 34, being South 89°-32'-23" East.

WILSON, MILLER, BARTON & PEEK, INC.
Reg. Engineers and Land Surveyors

BY Joseph S. Boggs DATE 8/15/91
Joseph S. Boggs, P.E. #3516

Not valid unless embossed with the Professional's seal.

W.O. 12491
Ref: 4L-857 (JP:kjd option parcel 5 westinghouse)
Date: August 12, 1991

~~AGENDA ITEM
No. 8(A)(1)
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CONSENT TO ESTABLISHMENT OF DISTRICT

I, WALTER L. PRESTON, hereby certify that I am the President of Manatee Fruit Company, which owns certain real property located in Collier County, Florida, more particularly described as follows:

All of Section 35 of Township 48 South, Range 25 East,

and by signing below hereby give my full consent to establishment by rulemaking of the PELICAN MARSH UNIFORM COMMUNITY DEVELOPMENT DISTRICT in accordance with Section 190.005, Florida Statutes, and to the inclusion of the above-described property within the proposed boundaries of the said District.

IN WITNESS WHEREOF, I hereunto set my hand on this 23rd day of February, 1993.

WITNESSES:

[Signature]
[Signature]

MANATEE FRUIT COMPANY a
Florida Corporation
By: [Signature]
Walter L. Preston, President

STATE OF FLORIDA)
COUNTY OF MANATEE)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State of Florida-at-large to take acknowledgments, personally appeared WALTER L. PRESTON, the President of MANATEE FRUIT COMPANY, known to me to be the person who executed the foregoing instrument and acknowledged before me that he executed the same in such capacity and in the name and on behalf of said Corporation. He is personally known to me or produced personally known as identification and did not X take an oath.

WITNESS my hand and official seal this 23rd day of February, 1993.

[Signature]
Notary Public
Print: Barbara Weddle
My Comm. Expires: 6/3/93
Comm. No.: AA 675278

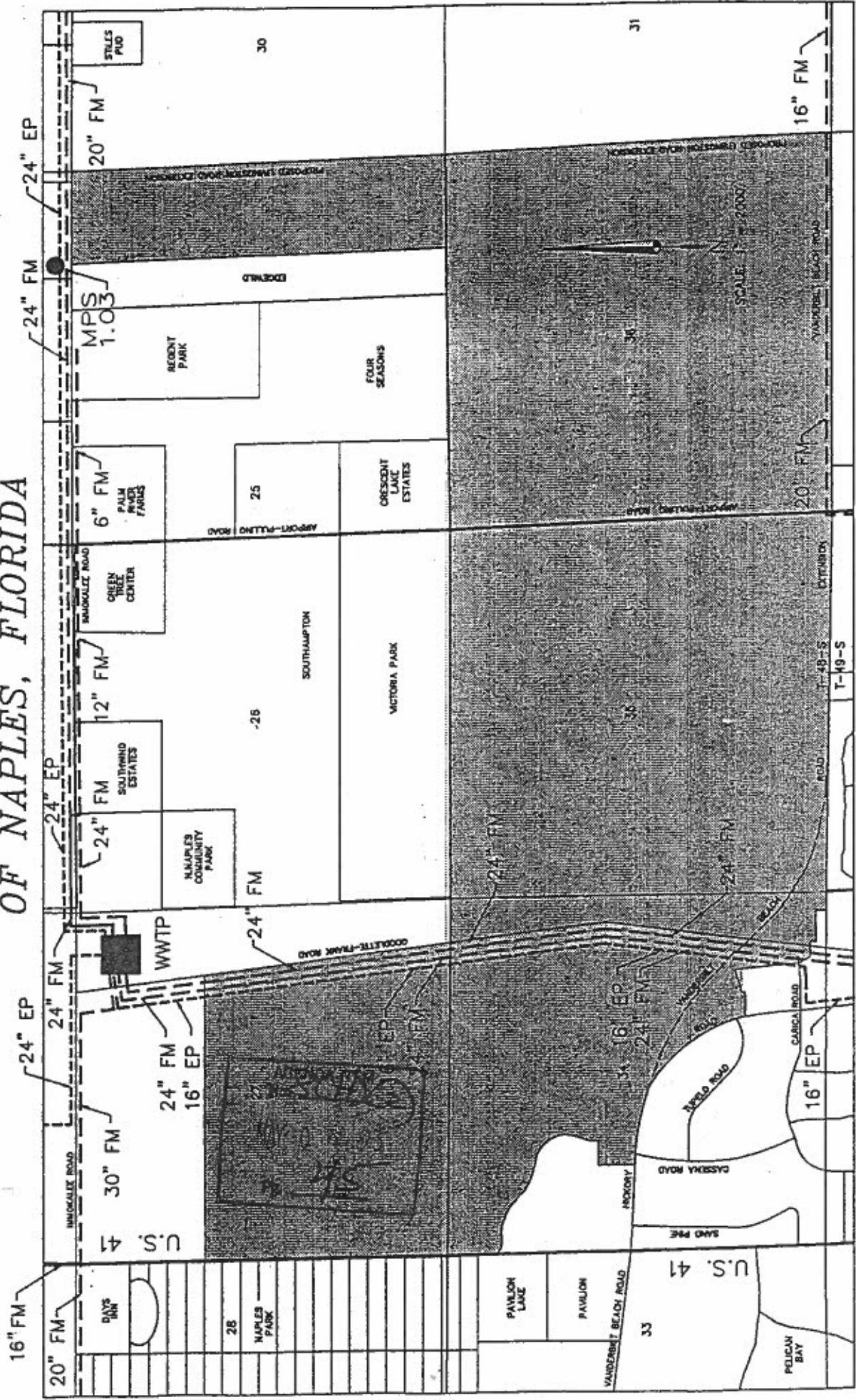
[SEAL]

C:\WP51\BWF\FILES\MANFRU\CONSENT

AGENDA ITEM
No. 8(A)(2)
MAY 0 4 93
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PELICAN MARSH U.C.D.D. FOR WESTINGHOUSE COMMUNITIES OF NAPLES, FLORIDA

AGENDA ITEM
No. ~~8015~~ (1)
APR 27 1993
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**COLLIER COUNTY
WASTEWATER SERVICE
EXHIBIT NO. 4A**

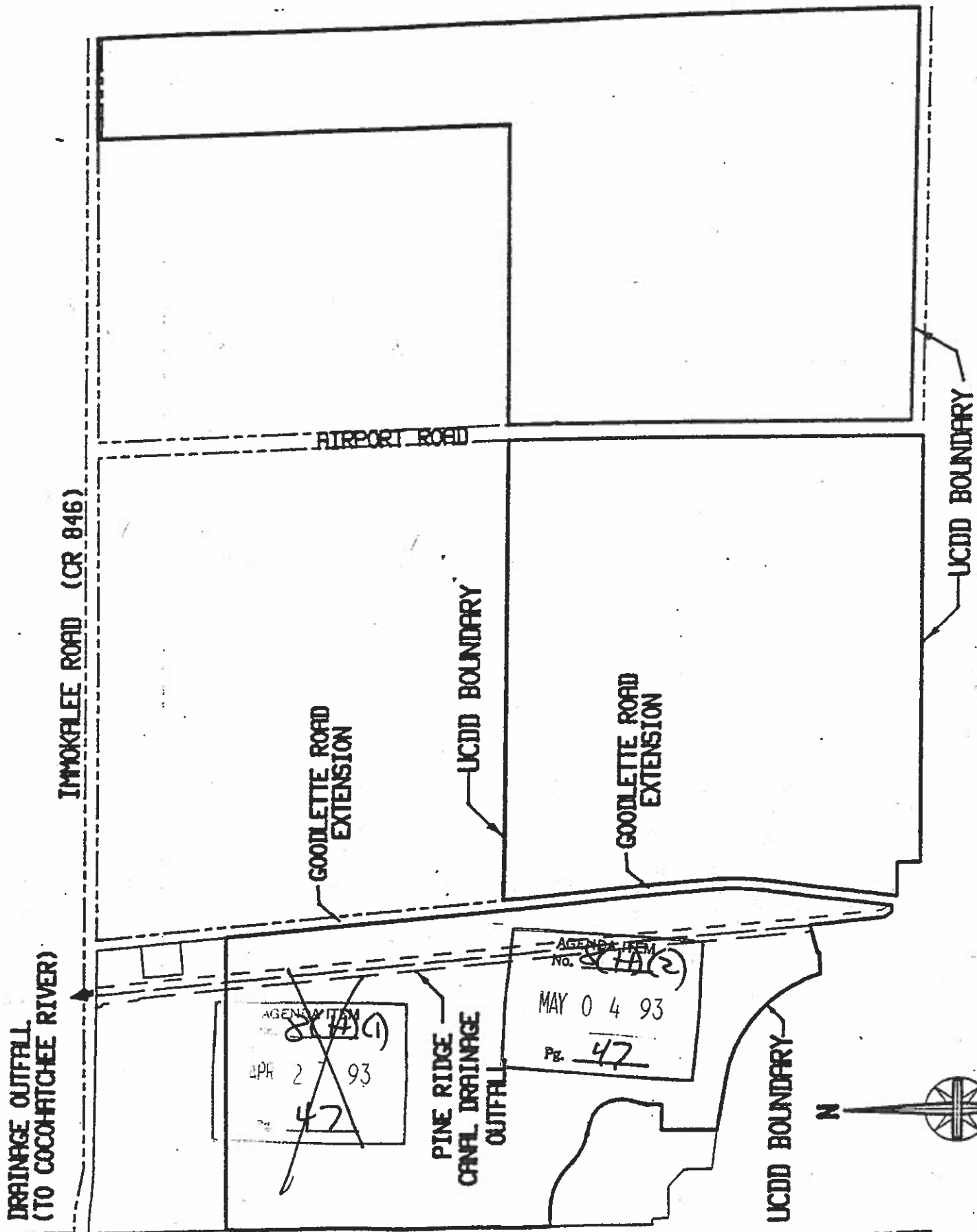
LEGEND

- WASTEWATER TREATMENT PLANT
- EXISTING FORCE MAIN FACILITIES
- - - FUTURE FORCE MAIN FACILITIES
- - - EXISTING EFFLUENT MAIN FACILITIES

H&M
HOLE, MONTES & ASSOCIATES
ENGINEERS - PLANNERS - SURVEYORS
NAPLES - FORT MYERS - BONITA SPRINGS

REFERENCE NO.	PAUC000-4A
PROJECT NO.	90131

EXHIBIT 4C



~~AGENDA ITEM
No. 8(A)(1)
APR 27 93
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AGENDA ITEM
No. 8(A)(2)
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UCDD DRAINAGE NITFAI 1 MAP

EXHIBIT 5

PELICAN MARSH UNIFORM COMMUNITY DEVELOPMENT DISTRICT PROPOSED INFRASTRUCTURE CONSTRUCTION COST ESTIMATE AND TIMING

<u>Item</u>	<u>Anticipated Schedule</u>	<u>Estimated Cost</u>
<u>Water Mangement</u>		
Phase 1	1992-1998	\$4,100,000
Phase 2	1998-2003	\$4,100,000
Phase 3	2003-2008	\$4,100,000
Phase 4	2008-2013	\$4,100,000
<u>Utilities</u>		
Phase 1-2	1992-2003	\$6,300,000
Phase 3-4	2003-2013	\$8,700,000
<u>Roads</u>		
Phase 1	1993-1998	\$9,800,000
Phase 2	1998-2003	\$9,800,000
Phase 3	2003-2008	\$7,300,000
Phase 4	2008-2013	\$7,300,000
<u>Landscaping and Street Lighting</u>		
Phase 1	1992-1998	\$2,100,000
Phase 2	1998-2003	\$ 400,000
Phase 3	2003-2008	\$ 800,000
Phase 4	2008-2013	\$ 400,000
<u>Totals</u>		
Phase 1	1992-1998	\$19,150,000
Phase 2	1998-2003	\$17,450,000
Phase 3	2003-2008	\$16,550,000
Phase 4	2008-2013	\$16,150,000

Notes:

- (1) The estimates are based upon the best available information available at this time.
- (2) The estimates do not include financing costs and they are expressed in 1992 dollars.
- (3) Mitigation costs are unknown at this time. Should such costs occur, the estimated costs for water management or roads may increase.

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 MAY 04 93
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EXHIBIT 6B

RECEIVED *fil*

JUL 20 1992

Board of County Commissioners



STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

2740 CENTERVIEW DRIVE • TALLAHASSEE, FLORIDA 32399-2100

LINDA LOOMIS SHELLEY

LAWTON CHILES
Governor

Secretary

July 16, 1992

The Honorable Michael J. Volpe
Chairman, Collier County Board
of Commissioners
3301 East Tamiami Trail
Naples, Florida 33962

Dear Commissioner Volpe:

The Department has completed its review of the adopted comprehensive plan amendment (Ordinance No. 92-34; DCA No. 92-1) for Collier County as adopted on May 19, 1992, and determined that it meets the requirements of Chapter 163, Part II, Florida Statutes, for compliance, as defined in Subsection 163.3184(1)(b). The Department is issuing a Notice of Intent to find the plan amendment in compliance. The Notice of Intent has been sent to the Naples Daily News for publication on July 17, 1992.

Please note that a copy of the amended Collier County Comprehensive Plan, the Department's Objections, Recommendations and Comments Report dated January 26, 1992, and the Notice of Intent must be available for public inspection Monday through Friday, except for legal holidays, during normal business hours, at the Collier County Growth Management Department, 2800 North Horseshoe Drive, Naples, Florida 33942.

~~AGENDA ITEM
No. 8(A)(2)
APR 7 93
50~~

- Goodnight
- Hasse
- Saunders
- Shanahan
- Volpe

Misc. Corres:

Date: _____

Item# _____

Copies To: *7/23*
~~Stanley~~
Frank Brutt

AGENDA ITEM
No. 8(A)(2)
MAY 0 4 93
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STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS
NOTICE OF INTENT TO FIND THE
COLLIER COUNTY
COMPREHENSIVE PLAN AMENDMENT(S) IN COMPLIANCE
DOCKET NO. 92-1-NOI-1101-(A)-(I)

The Department gives notice of its intent to find the Amendment(s) to the Comprehensive Plan for Collier County, adopted by Ordinance No(s). 92-34 on May 19, 1992, IN COMPLIANCE, pursuant to Sections 163.3184 and 163.3187, F.S.

The adopted Collier County Comprehensive Plan Amendment(s) and the Department's Objections, Recommendations, and Comments Report, (if any), are available for public inspection Monday through Friday, except for legal holidays, during normal business hours, at the Collier County Growth Management Department, 2800 North Horseshoe Drive, Naples, Florida 33942.

Any affected person, as defined in Section 163.3184, F.S., has a right to petition for an administrative hearing to challenge the proposed agency determination that the Amendment(s) to the Collier County Comprehensive Plan are In Compliance, as defined in Subsection 163.3184(1), F.S. The petition must be filed within twenty-one (21) days after publication of this notice, and must include all of the information and contents described in Rule 9J-11.012(8), F.A.C. The petition shall be filed with the Agency Clerk, Department of Community Affairs, 2740 Centerview Drive, Tallahassee, Florida 32399-2100, and a copy mailed or delivered to the local government. Failure to timely file a petition shall constitute a waiver of any right to request an administrative proceeding as a petitioner under Section 120.57, F.S. If a petition is filed, the purpose of the administrative hearing will be to present evidence and testimony and forward a recommended order to the Department. If no petition is filed, this Notice of Intent shall become final agency action.

If a petition is filed, other affected persons may petition for leave to intervene in the proceeding. A petition for intervention must be filed at least five (5) days before the final hearing and must include all of the information and contents described in Rule 22I-6.010, F.A.C. A petition for leave to intervene shall be filed at the Division of Administrative Hearings, Department of Administration, 1230 Apalachee Parkway, Tallahassee, Florida 32399-1550. Failure to petition to intervene within the allowed time frame constitutes a waiver of any right such a person has to request a hearing under Section 120.57, F.S., or to participate in the administrative hearing.

~~AGENCY FILE NO. (S)(H)(C1)
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FILED No. 2(H)(2)
MAY 04 93
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Mary Anne McMulle
for Charles G. Pattison, Director
Department of Community Affairs
Division of Resource Planning
and Management
2740 Centerview Drive
Tallahassee, Florida 32399-2100

The Honorable Michael J. Volpe
July 16, 1992
Page Two

If you have any questions, please contact me, Maria Abadal,
Plan Review Administrator, or Bob Dennis, Community Program
Administrator, at (904) 487-4545.

Sincerely,

for *Mary Anne McMullen*
Charles G. Pattison, Director
Division of Resource Planning
and Management

CGP/tcm

Enclosures: Notice of Intent

cc: Frank Brutt, Community Development Administrator
Wayne Daltry, Executive Director, Southwest Florida
Regional Planning Council

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EXHIBIT 7

ACKNOWLEDGMENT

The Uniform Community Development District Act, Chapter 190 of the Florida Statutes, expressly restricts the exercise by a Community Development District of its special powers. The Petitioner acknowledges that the proposed Community Development District's Board of Supervisors will be legally and ethically bound to develop the district consistent with the laws and regulations contained in the Collier County Water-Sewer District Special Act. Accordingly, the proposed district cannot and will not act in such a manner as to erode the Collier County Water-Sewer District's customer base, as this would be inconsistent with Collier County laws and regulations and Chapter 190 of the Florida Statutes. In no way does Pelican Marsh seek expressly or impliedly, directly or indirectly, to evade or do anything other than honor these requirements as a legal duty on the developer governing the development.

In light of the statutory restrictions and mandates upon the powers and functions of a community district discussed below, the proposed Pelican Marsh Community Development District will not and cannot diminish the customer base of the Collier County Water-Sewer District. It is uncontroverted that Collier County is to be the permanent provider of water and sewer service to the Pelican Marsh community on which the proposed Community Development District will be established.

The 1988 Special Act, reestablishing the Collier County Water-Sewer District, makes clear in Section 21 that: (1) Collier County can mandate connection to its water and sewer facilities; (2) Collier County can require installation and dedication of water and sewer facilities to the County; and (3) no water and sewer facilities can be built within the water-sewer district unless the district board (Collier County Commissioners) gives its consent and approval.

The Pelican Marsh community is within the jurisdiction of the dependent Collier County Water-Sewer District and is subject therefore to the terms of the 1988 Special Act. In addition, the community is also subject to Collier County Ordinance Nos. 78-10, 79-33, 88-76, 90-86 and 90-87 which set forth general water and sewer utility facilities requirements. The community is also subject to the state, regional and local comprehensive plans, permitting agencies and all related land development regulations.

ACKNOW. RWM
4/19/93/am

~~AGENDA ITEM
No. 8(11)(1)
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7-MAY 04 93
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All of these jurisdictional and binding documents on the Pelican Marsh community in effect constitute the clear operative base of all applicable State and Collier County laws, rules, regulations, policies and ordinances governing the planning and permitting of the Pelican Marsh community to be serviced by the community development district as proposed. The exclusivity of the Collier County Water-Sewer District is uncontroverted. The proposed district is not exempt.

The Florida Legislature in Section 190.002(1)(a), Florida Statutes (1991), has stated as a finding that a Community Development District is a solution to the management and capital infrastructure financing problems faced by counties. In solving these problems, Community Development Districts also provide a method of servicing projected growth without over burdening other local governments and their taxpayers. In other words, the legislature has found Community Development Districts, as management entities, to be a legitimate solution to infrastructure delivery.

It is also the expressed policy of the legislature that Community Development Districts are "a legitimate alternative method available for use by the private and public sectors, as authorized by state law, to manage and finance basic services for community development". Fla. Stat. Section 90.002(2)(b) (1991). (Emphasis supplied). This language means that the district is a management tool for both Collier County and the Petitioner. This management tool is to be used by both the developer and the County as authorized in Chapters 190 and 189 of the Florida Statutes.

In Section 190.002(1)(b), Florida Statutes (1991), the Legislature has also found that it is in the public interest that "the operation of such a district and the exercise by the district of its powers be consistent with applicable due process, disclosure, accountability, ethics and government-in-the-sunshine requirements". (Emphasis supplied). This means that no decision of the Board of Supervisors can be made in secret, and that Collier County will be given ample noticed opportunities to monitor the exercise of the Board of Supervisors' special limited management powers, including those dealing with water and sewer services. In

other words, this language mandates that the District Board of Supervisors work with the Collier County government.

In regard to possible conflicts between local government laws and actions of a Community Development District, the Legislature

ACTION. RWM
2/23/93/pm

NO. ~~8(H)(1)~~
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No. ~~8(H)(2)~~
MAY 04 1993
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has expressly stated as its policy that the exercise by a district of its powers "comply with all applicable governmental laws, rules, regulations and policies governing planning and permitting of the development to be serviced by the district" in order "to insure that neither the establishment nor operation of such a district is a development order under Chapter 380, and that the district so established does not have any zoning or permitting powers governing developments". (Emphasis supplied) Fla. Stat. Section 190.002(2)(c) (1991). In addition, Section 190.003, Florida Statutes (1991), provides that a community development district function in such a manner "that all applicable planning and permitting, rules, regulations and policies control the development of the land to be serviced by the district". (Emphasis supplied). These are expressions by the Legislature of direct intent that a Community Development District have absolutely no power to order development, including water and sewer facilities, and that the district must comply with any laws, rules, or regulations governing the land the district will service.

Even more illustrative of the Legislature's intent is the dispositive language in the "preemptive and sole authority" section of the Uniform Community Development District Act. Fla. Stat. 190.004(3) (1991).

First, the statute specifically states that "all governmental, planning, environmental and land use development laws, regulations and ordinances apply to all development of the land within a Community Development District". Id. Since the Collier County Water-Sewer District Special Act is a law of Florida, everything contained in these documents applies to all development within the land to be serviced by the proposed Community Development District. Therefore, since "all development" includes by definition utility and other services, the Collier County water and sewer requirements apply to all development of the Pelican Marsh community, even after the establishment of the Community Development District.

Second, the preemption section directly and specifically mandates that "a district shall take no action which is inconsistent with applicable comprehensive plans, ordinances, or regulations of the applicable local general purpose governments". Id. (Emphasis supplied). This direct mandate is to the Board of Supervisors of the proposed Community Development District that it shall take no action inconsistent with the Collier County Water-Sewer District Special Act.

ACKNOW. RWM
2/23/93/pm

~~AGENDA ITEM
No. 8(CH)(1)
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Last, the special powers of the Community Development District, which become available upon its establishment by rule, are also severely limited by Section 190.012, Florida Statutes (1991). This section provides in pertinent part that the district Board of Supervisors "may exercise [its special powers] subject to the regulatory jurisdiction and permitting authority of all applicable governmental bodies, agencies and Special Districts having authority to any area included herein..." Here, the Legislature has answered directly the question of whether the proposed district can act inconsistent with the regulations of the Collier County Water-Sewer District. The exercise of the proposed district's powers are unquestionably "subject to those of the Collier County Water-Sewer District."

All of the foregoing language expresses the Legislature's intent that the proposed Community Development District be managed in a manner consistent with the laws and regulations of both Collier County and the State of Florida. Therefore, the state and local laws, rules, and regulations applicable to the land of the proposed district must be examined in order to determine what powers regarding water and sewer service the proposed development district will have or be able to exercise once established.

Notwithstanding any provision contained in this Acknowledgment to the contrary, any interlocal agreement entered into between the Pelican Marsh Community Development District and Collier County, including the interlocal agreements with the Collier County Water-Sewer District as referred to in the Petition for the Establishment of the Pelican Marsh Community Development District, shall be valid and enforceable in accordance with their terms.

~~AGENDA ITEM
No. 8(A)(1)
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No. 8(A)(2)
MAY 0 4 93
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EXHIBIT 8

PELICAN MARSH
COMMUNITY DEVELOPMENT DISTRICT
ECONOMIC IMPACT STATEMENT

Prepared By

Fishkind & Associates, Inc.
12124 Research Parkway, Suite 275
Orlando, Florida 32826
(407) 382-3256

AGENDA
No. 8(A)(2)
MAY 04 93
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~~AGENDA
No. 8(A)(1)
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Revised February 10, 1993

1.0 Introduction

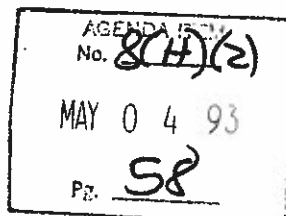
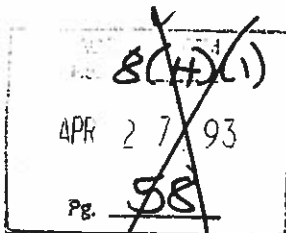
The following economic impact statement is submitted as an exhibit to the petition to establish the Pelican Marsh Community Development District ("Pelican Marsh CDD" or "District"). The petitioner and developer of the lands to be serviced by the District is Westinghouse Communities of Naples, Inc., a Florida corporation ("Petitioner" or "Developer"). The purpose of this economic impact statement, as required by Section 190.005(1)(a)8 and described in Section 120.54(2), is to examine the economic consequences of the establishment of the Pelican Marsh CDD [all code sections references are to 1991 Florida Statutes unless otherwise indicated]. The contents and observations of this economic impact statement are consistent with Section 120.54(2) and are based on an analysis of all factors associated with establishment of the District.

1.1 District Purpose and Scope

A Community Development District ("CDD") is an independent special taxing district created and authorized by Chapter 190. The statutory purpose of a CDD is to plan, finance, construct and/or acquire, operate, and maintain community-wide infrastructure in planned community developments. In accordance with Chapter 190 the Pelican Marsh CDD may be empowered to manage and finance: (1) water management and control systems; (2) water and wastewater systems; (3) District roads; (4) parks and facilities for indoor and outdoor recreational, cultural, and educational uses; (5) other infrastructure as required by the development order on the developer or by interlocal agreement between the district and the county; and (6) district services required by residents. CDDs provide a "solution to the state's planning, management, and financing needs for delivery of capital infrastructure in order to service projected growth without overburdening other governments and their taxpayers." Section 190.002(1)(a).

A CDD is not, however, a substitute for the local general-purpose governmental unit (i.e., the county in which the CDD lies). The 1984 Florida Legislature revised Chapter 190 and emphasized that:

"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 Land 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." (Ch. 84-360, S. 3, 1984 Fla. Sess. Law Serv. 701, 707) codified at Section 190.004(3).



A CDD, as a limited special-purpose local government, has no permitting, zoning, police nor many of the other powers possessed by local general-purpose governments. A CDD's powers and functions are strictly limited to its special purpose of managing and financing specific infrastructure for community development.

It is therefore evident that a community development district is solely an alternative means of managing, financing, constructing and/or acquiring, operating, and maintaining community-wide infrastructure for planned developments.

1.2 Economic Impact Statement Purpose and Scope

Based on the limitations of power and function of the District described above, the scope of this economic impact statement is limited to evaluating the costs and benefits of establishing the Pelican Marsh CDD. The limitations on the scope of an economic impact statement for a proposed CDD are explicitly set out in Section 120.54(2) and further described in Section 190.002(2)(d) as follows:

"That the process of establishing such a district pursuant to uniform general law be fair and based only on the 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 (emphasis added)."

In addition, State law is very specific in terms of what is required in an economic impact statement. Chapter 120.54, F.S. as recently amended by the Legislature requires the following eight items:

- (1) An estimate of the cost to the agency, and to any other state or local government entities, of implementing and enforcing the proposed action, including the estimated amount of paper work, and any anticipated effect on state or local revenues;
- (2) An estimate of the cost or the economic benefit to all persons directly affected by the proposed action;
- (3) An estimate of the impact of the proposed action on competition and the open market for employment, if applicable;
- (4) An analysis of the impact on small business as defined in the Florida Small and Minority Business Assistance Act of 1985;
- (5) A comparison of the probable costs and benefits of the proposed rule to the probable costs and benefits of not adopting the rule;

AGENDA ITEM No. <u>8(4)(2)</u>
MAY 04 93
Pg. <u>59</u>

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- (6) A determination of whether less costly methods or less intrusive methods exist for achieving the purpose of the proposed rule where reasonable alternative methods exist which are not precluded by law;
- (7) A description of any reasonable alternative methods, where applicable for achieving the purpose of the proposed rule which were considered by the agency, and a statement of the reasons for rejecting those alternatives in favor of the proposed rule; and
- (8) A detailed statement of the data and methodology used in making the estimates required by this paragraph.

1.3 Pelican Marsh CDD Overview

The Pelican Marsh Development of Regional Impact ("DRI") will be under consideration by the Southwest Florida Regional Planning Council ("Council"). This proposed development is designed to be a master planned, amenitized, mixed-use community in the North Naples area of Collier County, Florida.

Petitioner has proposed the establishment of the Pelican Marsh CDD in order to provide an alternative mechanism to manage, construct and/or acquire the infrastructure and community facilities needed to serve the property owners and eventually the residents in the District. As noted previously, the District will be empowered to own, operate, and maintain: (1) water management and control systems; (2) water and wastewater systems; (3) District roads, (4) parks and facilities for indoor and outdoor recreational, cultural, and educational uses, and; (5) other infrastructure as required by the development order on the developer or by interlocal agreement between the district and the county. Table 1 outlines the proposed plan by the petitioner for ownership, operation, maintenance, and financing of the infrastructure for consideration by the proposed District when established. Table 2 shows a proposed timetable and estimated construction costs for the same infrastructure and community facilities.

A few words of explanation are in order concerning Table 2. First, with regard to the roads, the proposed District will construct the necessary internal private roads which will be retained by the District for maintenance.

Second, as to the water and wastewater systems, it is envisioned that the Collier County Water-Sewer District will provide water and sewer services to the District. The proposed District will construct, operate and maintain the distribution and collection systems within the District. The District will then convey to the County those portions of the system for which the County can provide capacity.

Third, the proposed District will own, operate and maintain its surface water management system. However, should the County need easements this can be accommodated.

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Finally, the petitioner contemplates that the proposed District will request authority from the county to provide recreation and parks and security services in the District. The District would construct, operate and maintain these facilities.

It is expected that the petitioner will ask the District to issue revenue or special assessment or revenue special assessment bonds to be used exclusively to provide the capital to construct and/or acquire the total infrastructure program from Table 2. These capital costs may be defrayed through the levy of a non-ad valorem assessment (special assessment) on all specially benefitted properties within the District (sometimes referred to as "benefit special assessments"). The bonds can then be repaid from the proceeds of the special assessments. Funds for District infrastructure operations and maintenance can also be generated via such non-ad valorem assessments upon a showing of special benefits to the property from such service. The use of special non-ad valorem assessments has an advantage in that the property which receives the direct benefits of District infrastructure and services is the only property which will be obligated to pay for those facilities and services. Use of assessments also does not limit the current or future taxing capacity of the local general-purpose government. The uniform process for the notice, roll preparation, collection, and enforcement of such non-ad valorem assessments has been established in Sections 197.3632 and 197.3635 and is recognized in Section 190.021.

2.0 Costs and Benefits of Establishing the Pelican Marsh Community Development District

2.1 Agency Costs to Implement the Proposed Action

Since the Pelican Marsh CDD is larger than 1,000 acres, it will require establishment by the Florida Land and Water Adjudicatory Commission (the Governor and Cabinet). Two types of costs will be incurred by the County if the proposed District is established as requested by this petition.

First, the County will expend staff time reviewing this petition prior to establishing the District. However, the cost of this review will be offset by the \$15,000 processing fee paid to the County by Petitioner. Second, the County may incur a small annual cost to review the reports required under the Uniform Special District Accountability Act of 1989 ("Act") for an independent special district (see Appendix A). Currently, 16 reports are filed with the local government for informational purposes only (8 reports annually and 8 reports only as required). Since these reports are informational in purpose and do not require further action, this cost is considered negligible.

The Act also created the Special District Information Program ("SDIP") under the auspice of the Department of Community Affairs

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("DCA"). According to the Act, the District is also required to submit reports to the SDIP which will cause the DCA to incur a cost for processing and review. The Act, however, empowered the DCA to charge each special district a fee not to exceed \$175 annually to be used for payment of part of the costs incurred for the administration of the Act. Since there are approximately 950 existing special districts, the marginal impact of the addition of the Pelican Marsh CDD is negligible.

In addition, other State agencies will incur annual costs. Along with all other units of government, pursuant to Chapter 218, the Pelican Marsh CDD will be required to submit annual financial reports to the Bureau of Local Government Finance, Office of the Comptroller. In fiscal year 1990-91, the Bureau of Local Government processed more than 1,000 budgets. The marginal cost of processing one additional report also will be negligible.

2.2 Costs and Benefits to all Directly Affected Persons

Section 120.54(2)(b) requires that all economic impact statements examine the costs and benefits to each person directly affected by the establishment of the Pelican Marsh CDD. From an economic perspective, the persons determined to be directly affected include: local and state governments, developers, landowners, consumers, and taxpayers.

2.2.1 The State of Florida and Its Citizens - Costs

Other than the administrative costs described in Section 2.1 of this statement, there will be no additional cost incurred by either the State of Florida ("State") or the general citizenry as a result of the establishment of the Pelican Marsh CDD. The Pelican Marsh CDD will be established to serve the needs of its landowners and both the State and Collier County by managing, constructing and/or acquiring, financing, operating, and maintaining the infrastructure and urban services needed by the District landowners. The District will require no subsidies from the State or its citizens for these improvements.

2.2.2 The State of Florida and Its Citizens - Benefits

The State and its citizens will receive several types of benefits from the proposed District. First, establishment of this CDD satisfies the intent of the Legislature in enacting Chapter 190, the law governing community development districts. Section 190.002(1)(a) states:

"There is a need for uniform, focused, and fair procedures in state law to provide a reasonable alternative for the establishment, power, operation, and duration of independent districts to manage and finance basic community development services; and that, based upon a

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proper and fair determination of applicable facts, an independent district can constitute a timely, efficient, effective, responsive, and economic way to deliver these basic services, thereby providing a solution to the state's planning, management, and financing needs for delivery of capital infrastructure in order to service projected growth without overburdening other governments and their taxpayers."

An additional benefit which the State and its citizens receive is that the CDD will be the management and financing mechanism by which substantial investment in roads, proper drainage, water and wastewater systems are provided and sustained. This investment assures the placement of major infrastructure prior to or in accordance with proper development. This will help to satisfy the state and local requirements for concurrency.

Finally, the CDD provides an improved level of planning and coordination between government and development, which is a benefit to the State and its citizens.

2.2.3 Collier County and Its Citizens - Costs

As outlined in Section 2.1 of this economic impact statement, the County will incur a cost for the review of the petition to establish the Pelican Marsh CDD. As an offset to this cost, Petitioner must provide the County with the applicable processing fee of \$15,000.

The structure of CDDs are such that the citizens of Collier County, other than landowners in the District as consumers, will incur no additional costs from its establishment or operation. Chapter 190 explicitly states that the debt and obligations of the District shall not become obligations of the County or State. Section 190.002(3) states:

"It is further the purpose and intent of the Legislature that no debt or obligation of a district shall constitute a burden on any local general-purpose government without its consent."

Any debt incurred by the District will therefore remain a District obligation and will not be a cost to Collier County or its citizens.

Once established, the District can issue bonds to finance the construction and/or acquisition of the planned community infrastructure. The annual debt service for these bonds can be paid by District property taxes or non-ad valorem assessments. (special assessments) levied on District landowners.

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However, the State or the County will never be obligated to pay the debt service of the District. This assurance is provided in Chapter 190.016(15) which states:

"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."

A non-ad valorem assessment will also cover other costs for operating and maintaining District facilities upon a showing of special benefit to the property. It should be noted that in the beginning stages of the development, the Developer will be the largest landowner in the District and will be required to pay a reasonably apportioned share of all assessments or taxes. The Developer's ownership and obligations will subsequently decline as the project sales progress. The District's maintenance budget will not suffer, however, if sales of the development's lots or parcels are slower than expected. Instead, the Developer will be required to pay a greater proportion of the non-ad valorem assessment than expected. The District's revenues will not decrease because of the structure of the financing. At no time will operating and maintenance costs become an obligation of the County and its citizens.

Finally, the District will contract with the Collier County Tax Collector to collect its taxes and/or non-ad valorem assessments. The costs for this service will be defrayed through the fees and commission charged by the Tax Collector. The District may also contract with the Property Appraiser for certain services for a fee. These costs will not be borne by the residents of Collier County but will be borne by the landowners of the District.

Additional legal buffers serve to protect the citizens of Collier County and District landowners. Briefly, there are limitations on both the amount of millage the District can levy and the amount of general obligation debt it can issue. Specifically, Section 190.016(9)(a) states:

"The district shall have the power from time to time to issue general obligation bonds to finance or refinance capital projects or to refund outstanding bonds in an aggregate principal amount of bonds outstanding at any one time not in excess of 35 percent of the assessed value of the taxable property within the district...."

Furthermore, part of Section 190.021(1) requires that:

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"An ad valorem tax levied by the board for operating purposes, exclusive of debt service on bonds, shall not exceed 3 mills, except that a district authorized by a local general-purpose government to exercise one or more powers specified in s. 190.012(2) may levy an additional 2 mills for operating purposes, exclusive of debt service on bonds."

The District will also be required to publish a notice in advance of any meeting of the District's governing body. All members of the District's Board of Supervisors ("Board") are also subject to Florida's "government in the sunshine" rules and must adhere to the same high standards of ethical conduct required of other public officials.

In addition, the District must validate the issuance of bonds in Circuit Court, a process by which the Court determines the District's power to issue bonds. During each step above, the citizens of Collier County and the State have an opportunity to express their opinions regarding District operations.

Despite these clear statutory protections, there are always concerns over what might happen if the primary landowner and developer were to go bankrupt in the early years of the project. Clearly, the debts of the proposed District shall not become obligations of the County unless the County so chose. It is bondholders who are financial risk.

Any existing residents of the community can be assured that the infrastructure to be constructed by the District will be so constructed even if the developer/landowner goes bankrupt. This is because the proceeds of the bond issue used to fund infrastructure construction are held by the trustee for this purpose. There is the certainty that the infrastructure program will be conducted as planned regardless of the status of the developer. In this situation the residents and the County are in fact better off with a CDD in place than they would be if there were no CDD. Under the no CDD option with the developer providing his own financing a bankruptcy would be likely to preclude completion of the community's infrastructure thereby making any residents, and the County as a whole, worse off.

Finally, there is concern that a bankruptcy of the developer would put pressure on the County to operate and maintain the District. With a CDD this is less likely than in the situation without a CDD. With a CDD and its outstanding bonds, the bondholders have a large interest in assuring that the District is properly operated and maintained. Compare this to the situation where there is no CDD, but a home owners association exists instead. In this case a bankruptcy of the developer would put the association's budget into

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jeopardy with no third party likely to intervene. In this case it is more likely, than under the CDD case, that residents would petition the County for services.

2.2.4 Collier County and Its Citizens - Benefits

The proposed Pelican Marsh CDD will provide a number of economic benefits to the County and its citizens. First, since residents of Collier County are also citizens of the State, they receive the same benefits as outlined in Section 2.2.2 of this statement. In fact, since the development is to occur in Collier County, its citizens benefit to a greater degree than do other citizens living elsewhere in the State from the enhanced value of the development from the District operation.

The structure of the District also lends itself to a well-planned, well-managed, and well-financed community. Such communities are extremely attractive locations for new residents and new or expanding businesses. The availability of such communities will therefore enhance the quality of life and economic development in Collier County when and as enhanced by the use of the District.

The landowners, as citizens of Collier County, will also benefit from the structure of the government of the District. The District will be run by landowner-elected supervisors for no less than eight years following the appointment of the initial board. In the sixth year, after there are 250 qualified electors, supervisors will begin to be elected by the District's qualified electors. At the same time, this structure also allows the Pelican Marsh CDD landowners to directly control the entity which provides the services and levies the taxes or assessments to pay for those services. The linking of the payment obligation to those who receive the benefit of District facilities and services creates an environment for efficient management of the District. The County and its citizens are not involved in the management or financing of the District and the District shall be subject to and shall not function inconsistent with all County land use decisions regarding the DRI.

Although the District has independent powers and functions, its activities are subject to both procedural and substantive limitations, such as complying with zoning, permitting, and the County's Comprehensive Plan requirements which have been adopted to benefit the citizens of the County. The County therefore does not lose control over the use of the land, but by the same token, the County is not obligated in any way to pay debt of the District. Should the County wish to take over any CDD service, Chapter 190.046 details the requirements for such a transfer. However, such a plan must provide for the assumption and guarantee of the

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District debt that is related to the service as well as demonstrate the County's ability to provide such a service.

A substantial benefit which accrues to the County and its citizens is that a CDD is the sole mechanism by which the County is completely freed from management or administrative burdens regarding the provision of community development infrastructure. Since the District is an independent special-purpose and limited form of government, it has an independent management board and budget mechanism accounting for its own administration (see Sections 190.007-.008). This arrangement for governing and administrating the District results in a cost savings to the County over other forms of arrangements. All other forms of financial structures would make the County at least partially responsible, if not ultimately answerable for, the District's services and obligations.

The County tax base will also improve from the establishment of the District. Infrastructure provision and management by the District provides improved quality which enhances the intrinsic value of the property tax revenue to the County.

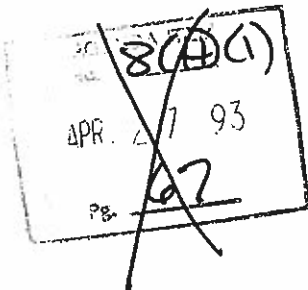
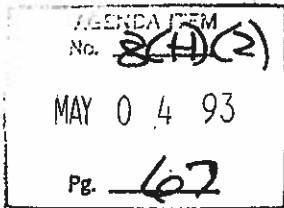
Finally, by virtue of Chapter 190 compliance with conditions of the development order, as they relate to the District infrastructure, decisions are made by the District Board of Supervisors at public meetings. This societal benefit has positive economic consequences.

In conclusion, establishing a CDD can be the best way to assure that growth pays for itself. The District mechanism provides for a self sustaining land development process. The costs of the District are imposed upon those who benefit from the services provided.

2.2.5 Petitioner - Costs

Petitioner, as developer and initial landowner, will incur substantial costs from this petition and from the proposed District if it is established. These costs can be grouped into five categories: (1) planning and petitioning for the District; (2) contributions of management and technical assistance; (3) District taxes and special assessments; (4) provision of required rights-of-way and easements; and (5) landowners' participation in the governmental process.

Petitioning for a CDD is costly and time consuming to plan. Petitioner's working group includes attorneys, investment bankers, engineers, economists, planners, and experienced district managers. A significant amount of time and effort has been expended in preparing this petition.



Additionally, in the early stages of the operation, the District will require managerial and technical assistance from the Developer from time to time. The Developer stands ready to provide such assistance without charge.

Over the life of the project, District landowners will pay District taxes and assessments to cover debt service and general operating expenditures. The District also is authorized to determine and collect fees for the facilities and services furnished by the District and to recover the costs of making connection with any District facility.

As the major initial landowner in the District, the Developer will be the District's largest taxpayer. In addition, the Developer will provide the preponderance of certain rights-of-ways and easements.

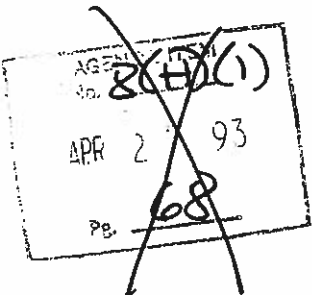
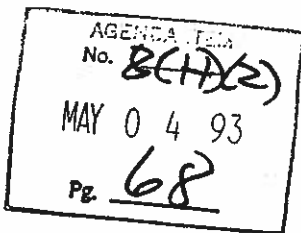
Under FS 190.006(9), all District Board meetings are open to the public. Without the District, the Developer decision making process would be like that of any other enterprise.

2.2.6 Petitioner - Benefits

Petitioner receives certain general economic benefits through the exercise by the District of its management function. The petitioner benefits in the long run by the establishment of a District because, as the development project progresses, subsequent components of the management function will receive the complete focused attention of the District Board and its staff. Such subsequent components of the management function include the implementation and efficient operation of the District's infrastructure and the provision of a perpetual entity to operate and maintain the community's infrastructure. The economic benefit to Petitioner is encompassed in a more efficient cost of management of the District's infrastructure, both up front and long term, and to sustained reliability of quality service delivery. This will also allow the Developer and Collier County public policy flexibility in meeting the changing demands of the marketplace.

The Pelican Marsh CDD can provide Petitioner with three other economic benefits. First, in today's financial market conditions, the Pelican Marsh CDD could provide access to otherwise unavailable tax exempt financing for a portion of the project's infrastructure. The value to Petitioner of tax exempt financing for infrastructure improvements amounts to an annual financing cost difference in today's market of approximately 2 percentage points.

Second, much of the benefit from the availability of tax exempt financing ultimately accrues to the end user of the land within the CDD. Lower cost infrastructure, all things being equal, especially over the long term, may mean lower



operations costs for users. Third and most important, the CDD provides the developer with an assured source of long term capital for the project. Pelican Marsh is a large scale project which will take a number of years to complete. While a complete development program is not yet available, the project will certainly take more than ten years to complete and possibly as many as 20 years depending upon the market. The infrastructure investment in the project totals over \$70 million (see Table 2), and this investment is phased over time. A key benefit of the proposed District is to provide an assured funding source for the entire project over its life. In today's credit markets is this availability of capital which allows the developer to undertake this long range multi phased project.

One concluding note is relevant here, the District will be operated for the benefit of the Pelican Marsh CDD landowners and qualified electors, immediate and future. This helps assure that the high standards which Petitioner can set for the Pelican Marsh CDD can be preserved through the life of the project and beyond, so long as the District government serves its legitimate functions, including management, even after the Developer is no longer involved.

2.2.7 Consumer - Costs

Consumers are people and businesses who will purchase land, housing or commercial space in the Pelican Marsh CDD. Should the proposed CDD be established, District landowners will be required to pay District taxes and assessments over and above their County taxes and assessments. District Taxes and assessments do not affect or offset County taxes and do not count against the County's millage cap. Therefore, this increment of expenses on top of general County taxes and assessments which is the cost of the CDD to the consumers.

As noted above, Petitioner plans to ask the district Board to manage and finance: (1) water management and control systems; (2) water and wastewater systems; (3) District roads; (4) facilities for outdoor recreational and cultural uses; and (5) other infrastructure as required by the development order on the developer or by interlocal agreement between the District and the County. Petitioner's current plans identify four categories of expenses which District landowners will pay:

- (1) monthly water and wastewater utility charges to defray operating and capital costs as levied by the County; and
- (2) any taxes and/or non-ad valorem assessments, as applicable, collected for the County or School Board by the Tax Collector or by other collection entity; and

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- (3) non-ad valorem special assessments to pay for the District's capital costs; and
- (4) non-ad valorem special assessments or property taxes to pay for operating and maintaining the District facilities and services.

The first two of these cost categories would exist regardless of whether the Pelican Marsh CDD is established. The proposed development will require water and wastewater services, roads, and drainage and landowners may pay County taxes and assessments notwithstanding the existence of a CDD. These costs therefore cannot properly be viewed as costs which arise from the CDD itself. The point is that landowners would pay these taxes, assessments, and fees in any event. The remaining two categories represent costs for the higher level of services resulting from District infrastructure.

A CDD therefore provides landowners with the option of having higher levels of services sustained over the long term and managed and financed through the use of self-imposed taxes, charges, and assessments. Thus, the District is an alternative means by which necessary community services are managed and financed. District management and financing is no more expensive, and often less expensive, than the alternatives of a Municipal Service Taxing Unit, Municipal Service Benefit Unit, a dependent district, neighborhood association, County provision, or through other private financing.

2.2.8 Consumers - Benefits

District landowners can receive three major classes of benefits if the CDD is established. First, those in the District may receive a higher level of public services and amenities than would otherwise be the case. The proposed development is designed as a mixed-use project with high service demands. To be successful, Petitioner believes that a mechanism is needed to help assure consistently high levels of public facilities and services sustained for the long term. A CDD can be the best vehicle for this purpose and also result in enhanced property values.

Additionally, the CDD is a mechanism for assuring that the community services and amenities will be completed concurrently with development of the remaining portion of the land. Thereby satisfying the intent of growth management legislation by assuring that growth pays for itself without placing an undue burden on other consumers.

Finally, a CDD is the sole form of governance, subject to the County plans and land development regulations, which

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allows District landowners to determine the type, quality, and expense of District facilities and services.

It should be clear that, on net, the establishment of the Pelican Marsh CDD will benefit its landowners. The District will be controlled by District landowners and electors, and it will be operated for the benefit of District landowners and electors. The CDD will help insure that the high standards Petitioner has set for its development will be met for the benefit of District landowners.

3.0 Impact of Establishing the Pelican Marsh CDD on Competition and Employment Markets

Pelican Marsh is a large-scale, master planned, heavily amenitized, in land, up scale, mixed use, development. It is designed as the in land successor to Pelican Bay. Westinghouse Communities of Naples, the developer, has a long and successful track record with these types of community developments in Collier County and elsewhere on Florida's southwest coast.

The developer recognizes that there is substantial competition in this market niche including projects such as Grey Oaks, Lely, Eagle Creek, and Quail Creek. While there are a number of strong competitors in this niche, the demand for product positioned in the up scale market, is also robust. Westinghouse is confident that it can continue to compete successfully.

Westinghouse plans for an array of specific amenities and design characteristics which will set its project apart from the competition. Some of these are still under design and consideration while others have been determined. However, Westinghouse is not at liberty to divulge these at this time so as to retain its competitive advantage. Even so, Westinghouse's track record speaks for itself.

The issue for this section of the petition is what will be the impacts of the proposed CDD on competition and employment. In terms of competition if the CDD is established for Westinghouse and the County for use at Pelican Marsh, this will provide a secure long term source of infrastructure management and financing for the entire project life. This is very important to Westinghouse given the vagaries of the capital markets. The securing of long term financing allows Westinghouse to move forward with this long term project which will unfold over many years with a number of phases. Without such a source of long term funding the project might not be feasible.

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With the district and its financing capacity Westinghouse does obtain a competitive advantages in a number of ways. First, to the extent that the availability of district financing increases the probability that Westinghouse would go forward with the project, this increases the competition for customers in this price/product niche. Certainly, some of Westinghouse's competitors would be

better off if the County opposed and the Governor and Cabinet did not establish the district and if Westinghouse decided to cancel the project. However, it is important to recognize that the competition for customers is not a zero sum game. The promotion and advertisement that Westinghouse and its competitors produce tends to increase growth in this market niche. This has benefits for the market in general and for the County.

Second, some of the most recent entrants into the market, such as Grey Oaks, have chosen not to establish CDDs. There was nothing to preclude them from forming CDDs, they simply chose not to. Thus, there is no unique competitive advantage that Westinghouse obtained compared to what was available to any of the other larger scale competitors.

Third, our experience across the State, and in Collier County, indicates that if a developer has the need for financing at least \$5,000,000 in infrastructure a CDD is an economical option. This would include most any project with 300 or more units. At less than 300 units or their equivalent, or for a financing of less than \$5,000,000 a CDD is often not economical. Thus, for small developments a CDD is usually not a viable financing option. These developments then may be at some disadvantage compared to the developments with a CDD. But, these disadvantages may be limited only to financing. A small development may choose a CDD for infrastructure management and maintenance and still receive significant benefits.

Even so, it must be recognized that small projects have their niche too. There are some purchasers who do not wish to be in a large, master planned, community with its relatively expensive home owners associations and or CDDs. They prefer more intimate communities. This factor mitigates the competitive impacts of establishing a CDD at Pelican Marsh in terms of the impacts on smaller developers. To a certain extent the market niches are simply different, so the impacts are reduced.

Finally, the developer of a community using a CDD is required to make extensive disclosure of the CDD's existence and of its estimated costs. This disclosure can also be an obstacle to sales in CDDs, and it too serves to limit any competitive advantage that a CDD may confer on a development.

Based upon these facts, and our experience elsewhere, it is concluded that the establishment of a CDD at Pelican Marsh would confer some positive benefits upon the landowner and the project. However, the magnitude of these is limited and applies mostly against the smaller developments which compete directly with the larger, master planned, projects.

In terms of the open market for employment, the proposed CDD is a unit of local government. As such, all of its meetings are public, and all of its business is conducted in the sunshine. In addition, all significant contracts must be put out to bid. These provisions

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promote competition and the open market for employment in ways that non CDD service provision do not.

Establishment of the Pelican Marsh CDD will have a modest affect on competition in the market for commercial real estate in Collier County and in those areas where there are development projects similar to the proposed development. To understand the nature of these competitive effects, it is important to recognize the type of project envisioned at the Pelican Marsh CDD. The project is designed as a high quality mixed-use real estate development. As such, it competes with other developments serving this same market niche.

While establishment of the Pelican Marsh CDD does provide some competitive advantage, this same advantage can be obtained by any other landowner who decides to go through this same petition process. In other words, there is no unique competitive advantage conferred upon the Pelican Marsh CDD which is not available to everyone else in the market competing in the niche the Pelican Marsh CDD will serve.

4.0 Small Business Impacts

The establishment of the Pelican Marsh CDD will have no adverse impacts on small businesses. Small businesses that decide to locate in the District will be subject to CDD taxes and assessments above and beyond those paid by small businesses located outside the boundaries of the Pelican Marsh CDD. Locating in the District, however, is completely voluntary. Small businesses can determine for themselves whether the additional taxes and assessments make it worthwhile to locate within the CDD. In exchange for the increased taxes and assessments, landowners or lessees will benefit from higher level of services than those located outside the District. Furthermore, owners with fee simple title will have the right to vote in CDD elections.

In addition, the District must operate according to Florida's "sunshine" laws requiring the District to seek competitive bids or negotiations for the purchase of certain goods and services. Consequently, small businesses will be better able to compete for business in the development because of the District.

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5.0 Probable Costs and Benefits of the Proposed Petition Compared To Not Adopting the Proposed Rule

Some of the probable costs and benefits of promulgating the proposed rule to establish the district were discussed above. In summary the proposed District would plan, finance, construct, operate and maintain the community's infrastructure and landscaping. The District will charge its landowners non ad valorem special assessment to pay for the capital program and a maintenance tax for operations and maintenance purposes.

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If the proposed rule is not adopted, the developers would have to obtain other long term financing in a most difficult capital market environment. This may, or may not, be possible. Certainly, the use of a district is preferable from the developer's perspective. Furthermore, it is likely to be less costly, ultimately, for both the landowner and the ultimate homeowner to utilize district financing. Long term fixed rate financing, similar to that available through the proposed district, is simply not available in the amounts needed or on the terms available from most lending institutions. If alternative financing were available on a long term fixed rate basis, the interest cost would be significantly higher than the interest rates on district bonds. In today's market if such non district financing were available, it would be priced between 100 and 200 basis points over comparable district financing.

In addition, the proposed District provides the developer with a governmental entity to assure that the community and its facilities are operated and maintained at the very highest levels. The developer believes that this assurance is important for purchasers at this price/product niche. Without the establishment of the proposed CDD the developer would have to utilize the home owners association for this purpose. Since a home owners association is not a unit of local government, it cannot enforce its decisions the way a CDD can.

In addition, a CDD is better able to assure the long term maintenance of the community's facilities, especially its roads and drainage systems, than is any other alternative. The other alternatives would be a home owners association or some mechanism established by the County. Without taxing authority or the dignity and power of a unit of local government a home owners association is obviously inferior to a community controlled unit of government like a CDD.

Furthermore, for the limited purposes of operating and maintaining community infrastructure at Pelican Marsh, a CDD is also superior to any mechanism local general purpose government could set up. Only the CDD provides for local control without the necessity of County manpower or Board supervision. An MSTU/MSBU or similar mechanism to accomplish the same outcome would be far more costly to the County.

Based upon these discussions it is clear that establishing the proposed CDD is superior to not approving its formation. The CDD confers benefits upon the ultimate landowners in the community and on the developer. It enhances the probability that the community will be constructed by making long term fixed rate funds available. It provides an assured system for planning, constructing, implementing, operating, and maintaining community facilities without cost to the County. No other option provides this combination of properties.

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6.0 Do Less Costly Or Less Intrusive Methods Exist For Achieving The Same Purpose As The Proposed Ordinance?

The proposed rule would allow the developer to obtain long term fixed rate development funding for Pelican Marsh project. No less costly or less intrusive method exists to accomplish this in today's financial market environment.

Chapter 190 is the sole mechanism under general law by which the landowners can establish a district. The County could establish a district for the landowners under a variety of procedures including, but not limited to: (1) MSBU or dependent district under Chapter 125, (2) a special assessment district under Chapter 170, (3) tailor made independent districts created under Chapter 189, and (4) using home rule powers. However, each of these alternatives is inferior to the proposed CDD. Only with a CDD will the County be freed from administration of the district.

7.0 A Description Of Reasonable Alternatives To Achieve The Same Purpose As The Proposed District

As noted above in Section 7, there are no other reasonable alternatives to the proposed ordinance which can achieve the same purpose. All of the other alternatives either: (1) require the developer to obtain private funding, which will be very difficult and expensive; (2) make the County responsible for these; or (3) do not provide for the long term efficient management and operations of the works of the community at sustained high levels of quality. Only a CDD provides an independent mechanism to provide full infrastructure and its long term management within the proposed CDD boundaries.

8.0 Detailed Statement Of Data And Methodology

Section 2 Costs These were estimated directly from the filing fees and from agency records concerning the volume of filings.

Sections 3 through 7 These discussions relied upon standard microeconomic theory and our knowledge and experience with CDDs and with other special taxing districts.

A complete and thorough pro forma was developed by Fishkind & Associates, Inc. based on the proposed structure of the District and existing market conditions. From this analysis, it was observed that the proposed financial structure of the Pelican Marsh CDD is reasonable and the establishment of the District is economically feasible. In addition, an examination of the underlying assumptions with regard to the proposed buildout schedule and timing and amount of infrastructure improvements was conducted. Since the data used in this analysis contains project sales information, it is considered proprietary and is not included in this statement.

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TABLE 1
PELICAN MARSH COMMUNITY DEVELOPMENT DISTRICT
PROPOSED INFRASTRUCTURE PLAN

Facility	Comments
Surface Water Management	Capital Costs: District Ownership: District Op/Maint: District Financing: Non Ad Valorem Assessments/User Fees
District Roads	Capital Costs: District Ownership: District Op/Maint: District Financing: Non Ad Valorem Assessments/User Fees
Water Distribution System	Capital Costs: District Ownership: District/County Op/Maint: District/County Financing: Non Ad Valorem Assessments/User Fees
Wastewater System	Capital Costs: District Ownership: District/County Op/Maint: District/County Financing: Non Ad Valorem Assessments/User Fees
Recreation, Parks, Other	Capital Costs: District Ownership: District Op/Maint: District Financing: Non Ad Valorem Assessments/User Fees

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**TABLE 2
 PELICAN MARSH COMMUNITY DEVELOPMENT DISTRICT
 PROPOSED INFRASTRUCTURE CONSTRUCTION
 COST ESTIMATE AND TIMING**

<u>Item</u>	<u>Anticipated Schedule</u>	<u>Estimated Cost</u>
<u>Water Management</u>		
Phase 1	1992-1998	\$6,400,000
Phase 2	1998-2003	\$4,500,000
Phase 3	2003-2008	\$5,000,000
Phase 4	2008-2013	\$4,500,000
<u>Utilities</u>		
Phase 1-2	1992-2003	\$6,300,000
Phase 3-4	2003-2013	\$8,700,000
<u>Roads</u>		
Phase 1	1993-1998	\$9,800,000
Phase 2	1998-2003	\$9,800,000
Phase 3	2003-2008	\$7,300,000
Phase 4	2008-2013	\$7,300,000
<u>Recreation & Parks and Security</u>		
Phase 1	1992-1998	\$2,000,000
Phase 2	1998-2003	\$2,000,000
Phase 3	2003-2008	\$2,000,000
Phase 4	2008-2013	\$2,000,000
<u>Totals</u>		
Phase 1	1992-1998	\$24,500,000
Phase 2	1998-2003	\$16,300,000
Phase 3	2003-2008	\$31,800,000
Phase 4	2008-2013	\$13,800,000

Notes:

- (1) The estimates are based upon the best information available at this time.
- (2) The estimates do not include financing costs and they are expressed in 1992 dollars.
- (3) Mitigation costs are unknown at this tie. Should such costs occur the estimated costs for water management or roads may increase.

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Pelican Marsh UCDD Economic Impact Statement
Table 2 - Cost Estimate and Timing, cont.

Estimated costs of construction are for those special powers permitted under Section 190.012(1), Florida Statutes, as amended. The authority to use those optional powers under Section 190.012(2), Florida Statutes (here recreation and parks, and security) lies with Collier County as the applicable local general purpose government within whose jurisdiction such powers are to be exercised, upon petition by the proposed District when it is established.

Until such determination is or may be made, upon any petition by the Board of Supervisors of the District, no estimates or costs for these optional services shall be prepared.

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MEMORANDUM OF AGREEMENT BETWEEN WCN AND COLLIER COUNTY
INDUCING COLLIER COUNTY TO SUPPORT THE CREATION OF
A COMMUNITY DEVELOPMENT DISTRICT

THIS AGREEMENT is made and entered into this _____ day of April, 1993, by and between the WESTINGHOUSE COMMUNITIES OF NAPLES, INC., a Florida Corporation (WCN), and the BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, as the Governing body of Collier County (County).

R E C I T A L S:

WHEREAS, WCN has petitioned the Governor and Cabinet sitting as the Florida Land and Water Adjudicatory Commission to establish a community development district in the unincorporated urban area of Collier County on a portion of the lands generally referred to as "Pelican Marsh"; and

WHEREAS, at the optional local county hearing, held on April 27, 1993 by the Board of County Commissioners, to consider the creation of the subject community development district, the Board of County Commissioners resolved to support WCN's petition for the establishment of a community development district (Petition), provided the foregoing Memorandum of Agreement, which satisfies certain concerns of the County with respect to the water, wastewater and irrigation facilities and services within Pelican Marsh, is executed by WCN.

W I T N E S S E T H:

NOW THEREFORE, in consideration of the covenants hereinafter contained the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein.

2. WCN, as the primary landowner and developer of Pelican Marsh, agrees to use its best efforts to cause the Board of Supervisors of the Pelican Marsh Community Development District, as its first substantive act, to enter into an interlocal agreement with Collier County and the Collier County Water-Sewer District, in the form attached to this Agreement as Exhibit "A".

3. WCN agrees that it will conspicuously include the Notice set forth in Paragraph 10(f) of the Interlocal Agreement (Exhibit "A") in the general restrictive covenants which run with the land

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and affect all land conveyed within the Pelican Marsh Community Development District.

4. Any obligation under this agreement by the parties shall terminate if the Petition is not granted by the Florida Land and Water Adjudicatory Commission, after exhaustion of appeal, if any.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date and year first above written.

WITNESSED

WESTINGHOUSE COMMUNITIES OF NAPLES, INC.

Robert W. McCann
Witness: Flastig

BY: [Signature]
ITS: Executive Vice President

ATTEST:
Dwight E. Brock, Clerk

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA AS
THE GOVERNING BODY OF COLLIER
COUNTY

BY: Burt L. Saunders, Chairman

Approved as to form:

Assistant County Attorney

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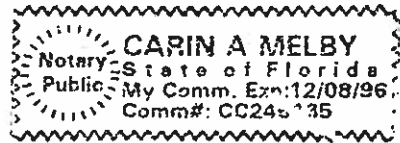
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STATE OF FLORIDA)
) SS
COUNTY OF COLLIER)

The foregoing Memorandum of Agreement was acknowledged before me by LOUIS H. HOEGSTED, EXEC. VICE PRESIDENT, of Westinghouse Communities of Naples, Inc., a Florida corporation, on behalf of this Corporation. He is personally known to me and did not take an oath.

WITNESS my hand and official seal this 16th day of APRIL, 1993.

Carin A. Melby
Notary Public
Print: CARIN A. MELBY
My Comm. Expires: 12-8-96
Comm. No.: CC 245135



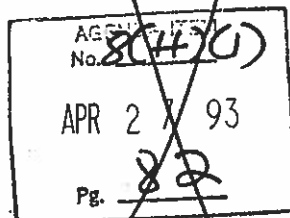
STATE OF FLORIDA)
) SS:
COUNTY OF COLLIER)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Burt L. Saunders, the Chairman of the Board of County Commissioners, Collier County, Florida, as the Governing Body of Collier County, being authorized so to do, executed the foregoing Memorandum of Agreement for the purposes therein contained under authority duly invested by the Board of County Commissioners, and that the seal affixed thereto is the true seal of said Board. He is personally known to me and did not take an oath.

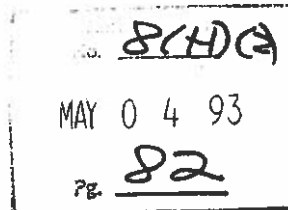
WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 1993.

Notary Public
Print: _____
My Comm. Expires: _____
Comm. No.: _____

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3



INTERLOCAL AGREEMENT

This Interlocal Agreement is entered into on this ___ day of April, 1993, by and between the BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, as the governing body of Collier County, and ex-officio the governing board of the Collier County Water-Sewer District (hereinafter "County"), and BOARD OF SUPERVISORS OF THE PELICAN MARSH UNIFORM COMMUNITY DEVELOPMENT DISTRICT, as the governing body of the Pelican Marsh District, a political subdivision of the State of Florida (hereinafter "Pelican Marsh District").

RECITALS:

WHEREAS, Westinghouse Communities of Naples, Inc., a Florida corporation, (hereinafter "Petitioner") petitioned the Governor and Cabinet sitting as the Florida Land and Water Adjudicatory Commission ("FLAWAC") to establish a Community Development District in the unincorporated urban area of Collier County on February 26, 1993 in accordance with Section 190.005, Florida Statutes (hereinafter "Petition"); and

WHEREAS, at the optional local county hearing held on April 27, 1993 relative to the Pelican Marsh District, the County adopted a resolution in support of the establishment of the Pelican Marsh District; and

WHEREAS, at the mandatory local hearing by a state hearing officer, the above-referenced resolution was put into the record.

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WHEREAS, after receiving the favorable Report and Conclusions from the Hearing Officer of the Division of Administrative Hearings, FLAWAC duly established the Pelican Marsh District on or about _____, 1993; and

WHEREAS, after careful consideration and duly held public hearings on this matter by both the County and Pelican Marsh District, the County and Pelican Marsh District have found that:

(a) This Interlocal Agreement furthers the public purpose of the Pelican Marsh District and the Collier County Water-Sewer District, their constituents, ratepayers, local owners and residents, both present and future, and the Collier County community as a whole; and

(b) The parties have entered into this Interlocal Agreement in good faith to promote cooperation in providing and creating certain utility infrastructure which will serve the area encompassed by the Pelican Marsh District and which will be owned and operated by Collier County or the Collier County Water-Sewer District; and

(c) The public will reap significant advantages associated with and emanating from this Interlocal Agreement.

W I T N E S S E T H :

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other valuable consideration exchanged amongst the parties hereto and the covenants hereinafter contained, the parties agree as follows:

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1. The above recitals are true and correct and are incorporated herein.

2. This Interlocal Agreement is entered into pursuant to the provisions of Section 163.01, Florida Statutes.

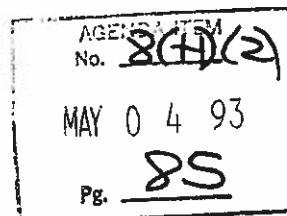
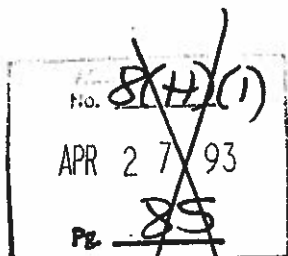
3. The parties have entered into this Agreement in good faith and covenant to cooperate with each other in order to construct, manage, finance and provide water, sewer and irrigation utility facilities to serve the landowners and residents within the Pelican Marsh District which shall be owned by Collier County or the Collier County Water-Sewer District.

4. The parties confirm, ratify and acknowledge that the Acknowledgments in Exhibit 7 of the Petition are true and correct.

5. With respect to water, wastewater and irrigation facilities and service within the Pelican Marsh District, the parties agree as follows:

(a) The Water-Sewer District shall be the permanent purveyor of water, wastewater and irrigation service to the properties within the District.

(b) The District shall and will be obligated to convey, in accordance with standard County procedures, all water, sewer and irrigation facilities to the County and its Water-Sewer District without cost to the County or its Water-Sewer District, and that such facilities will not and shall not serve as security for any form of financing or bond indebtedness prior to said conveyance. If it shall become necessary to supplement the Water-Sewer District



irrigation service with ground water from the District, an appropriate rate adjustment shall be made. The District shall design, permit and construct all water, wastewater and irrigation facilities to Water-Sewer District standards and, immediately upon completion of such facilities and approval thereof by the Water-Sewer District, dedicate all of the water, wastewater and irrigation facilities constructed by or on behalf of the District to the Water-Sewer District free from any liens or encumbrances pursuant to procedures then in effect. As used in this Agreement, the term "water, wastewater and irrigation facilities" shall include, but not be limited to, all lines, laterals, mains, tanks, lift stations, pump stations, treatment and distribution facilities and other apparatus constructed by or on behalf of the District for the treatment and transmission of potable water, wastewater and irrigation water; provided, however, the term shall not mean or refer to any water, wastewater or irrigation lines or other apparatus constructed within the boundaries of any individual residential or commercial platted lots or golf courses intended to solely serve the individual residential or commercial platted lots or golf course.

(c) The Water-Sewer District currently has master plans for the provision of water, wastewater and irrigation service throughout the Water-Sewer District over the next fifteen years. The plans specifically include expansions to the North County Regional Wastewater Treatment Plant to 7.5 MGD in 1993, to 12.5 MGD

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in 1998, and to 17.5 MGD in 2005. Annual reviews of these and subsequent expansions will be made in accordance with FAC 17-600.405, which requires yearly reviews of available plant capacity and requires that utilities begin the design, construction and planning stages at specified levels of plant capacity usage. The Water-Sewer District currently provides irrigation water via effluent from the wastewater treatment plant. This may be supplemented in the future by a proposed canal irrigation system utilizing waters of the Golden Gate Canal and aquifer storage and recovery technology. The Water-Sewer District is currently constructing a new water treatment plant to add 8 MGD of capacity to the system. Subsequent expansions using reverse osmosis technology are scheduled in 1994 and 1999. Additionally, a new water plant is proposed after the year 2000, based upon demands. Aquifer Storage and Recovery Technology is currently being tested to provide adequate peak capacity subsidies.

(d) In recognition of the importance to the District to avoid interruptions and delays in the delivery of water, wastewater and irrigation service within the District and of the ability of a District to assist in concurrency matters and in the event the Water-Sewer District is unable to provide water, wastewater or irrigation service to those properties lying within the District, the District and Water-Sewer District may agree in writing that the District can construct on behalf of the Water-Sewer District regional treatment, transmission and distribution facilities to

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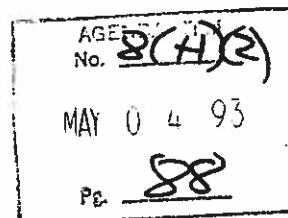
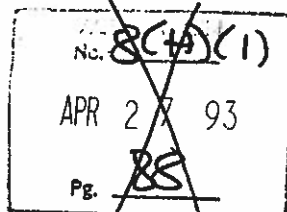
service the lands lying within the District boundaries at a site or within easements provided by the Water-Sewer District and if such site or easements are not available, the District can acquire same on behalf of the Water-Sewer District in accordance with Collier County Ordinance Nos. 90-86 and 90-87, as amended. The Agreement may also include, among other things, the following matters:

(i) The District shall plan, design, permit and construct the regional facilities in accordance with terms, conditions and specifications established by the Water-Sewer District.

(ii) The District shall construct the regional facilities at a site or within easements provided by the Water-Sewer District or, if such site or easements are not available, the District may acquire a site or easements on behalf of the Water-Sewer District.

(iii) Upon completion of construction, the regional facilities and, if applicable, any site or easements upon which the facilities are constructed, shall be conveyed to the Water-Sewer District free of any liens or encumbrances pursuant to procedures then in effect.

(iv) In return for constructing the regional facilities and, if applicable, acquiring any sites or easements on behalf of the Water-Sewer District, the District shall receive impact fee credits, to the extent permitted by law, in an amount



equal to the actual costs of planning, designing, permitting and constructing the regional facilities and actual acquisition costs of acquiring any necessary sites or easements. The parties shall agree upon alternative methods of reimbursement to the extent that impact fee credits cannot be awarded to fully reimburse the District for such costs. Any and all impact fee credits awarded to the District may be assigned to any one or more real property owners within the District. District shall notify the County of any and all assignees of the impact fee credits.

(v) If the District and Water-Sewer District agree to have the District plan, design, permit and construct the regional facilities and the Water-Sewer District desires that such facilities have a greater treatment capacity than is necessary to serve the requirements of the District, the Water-Sewer District shall advance directly to the District the funds attributable to the planning, design, permitting and construction of such excess capacity as and when such funding shall be required by the District.

(e) As an alternative to the regional facility described in Subsection (d) above, the District may, but shall not be obligated to, plan, design, permit and construct interim water, wastewater and/or irrigation facilities (hereinafter called "interim facility(ies)") within the boundaries of the District in accordance with the terms and conditions described below. The planning,

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design and permitting of the interim facility(ies) by the District may be undertaken based upon the District engineer's sole reasonable opinion as to the necessity of such action. Before construction of an interim facility(ies) may commence, however, the Board of Commissioners acting as Ex Officio the Governing Board of the Collier County Water-Sewer District (hereinafter, "County Commission") must review and approve such construction at a public hearing. The hearing shall be held as soon as reasonably possible after the District has requested such a hearing. At the hearing, the County Commission shall consider the testimony and evidence of the engineers for the District and Water-Sewer District staff as well as any other testimony and evidence which any interested party may wish to present. Based upon such testimony and evidence, the County Commission shall promptly take the following action: (i) decide whether the construction of interim facility(ies) is necessary to avoid a delay or interruption of any water, wastewater or irrigation service to current or future users within the District within the next twenty-four (24) month period; (ii) if the construction of interim facility(ies) is not deemed to be necessary for the above-stated purpose, the County Commission shall state its reason or reasons for such determination; or (iii) if the construction of interim facility(ies) is deemed to be necessary for the above-stated purpose but, for reasons stated by the County Commission, immediate commencement of such construction is not deemed necessary, the County Commission shall specifically state

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the date when such construction may commence. The interim facility(ies) may be either purchased or leased by the District and shall be installed, if approved by the County Commission, at the District's expense. After construction of the interim facility(ies) has been so approved by the County Commission and completed by or on behalf of the District, the interim facility(ies) shall remain in the ownership or leasehold of the District and shall be managed and operated by the District. The District shall be permitted to use, as and when needed, all water, wastewater and irrigation facilities within the District which had been previously conveyed to the Water-Sewer District as required in Subsection (b) above in connection with its operation of the interim facility(ies). Such use shall be in accordance with and subject to any County ordinances in effect from time to time which govern such use, provided that in no event shall the District be required to pay the County or Water-Sewer District more than nominal charges for such use. Any interim facility(ies) constructed by the District shall be for temporary use only until the Water-Sewer District has repaired or expanded its regional facility to accommodate the water, wastewater and irrigation needs of the District. If, at any time during the construction or operation of the interim facility(ies), the Water-Sewer District determines that it is able to provide adequate water, wastewater or irrigation services within the District to the current and projected future users anticipated to connect in the next twenty-

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four (24) months without interruption or delay, the District shall immediately cease all further construction upon or operation of the interim facility(ies), as the case may be. The ability of the Water-Sewer District to again provide adequate water, wastewater and irrigation services within the District to current and future users without interruption or delay within the next twenty-four (24) month period shall be determined by the County Commission at a public hearing. At such hearing, testimony and evidence may be presented in favor of and against the ability of the Water-Sewer District to provide adequate water, wastewater and irrigation services. In the event the County Commission determines that the Water-Sewer District is able to again serve the District's users from its regional facilities as described above and, as a result of such determination, construction or operation of the interim facility(ies) is ordered by the County Commission to be discontinued, the District shall promptly, at its expense, connect those properties served by the District on an interim basis to the Water-Sewer District's facilities and disassemble and remove the interim facility(ies). The District may levy special assessments, as authorized by Section 190.011(14), Florida Statutes (1991), for the cost of planning, designing, permitting, construction, disassemblage and removal of the interim facility(ies) and for the cost of acquiring the site and easements, if applicable, upon which the interim facility(ies) were constructed. The District shall not levy impact fees or system development charges for connection to

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the District's interim facility(ies).

(f) The District acknowledges that County impact fees for water, sewer, and irrigation service are required to be paid at the time a building permit application is made and that these impact fees are required to be paid even though the District may be providing interim service.

Petitioner, Westinghouse Communities of Naples, Inc., as the primary land owner and prime developer of the Pelican Marsh community, shall record a restrictive covenant, which runs with the land, that shall include among other things the following notice:

NOTICE: The Collier County Water-Sewer District ("County") is the permanent water, sewer and irrigation service provider within the District. The County charges impact fees for such services which must be paid at the time a building permit application is made. Should the facilities for such services not be available through the County for current or future residents of Pelican Marsh, the Pelican Marsh Community Development District or a developer may, but shall not be obligated to, provide interim water, wastewater and/or irrigation facilities. The impact fees charged by Collier County are in addition to any fees, charges or other levies the District or a developer may charge users for interim water, sewer, or irrigation service should it be providing such service. Any interim facility(ies) shall be discontinued when the County has the ability to provide adequate water,

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wastewater or irrigation services within the District to current and future users.

(g) None of the foregoing provisions within this Section 5 shall be construed to relieve the Water-Sewer District of its legal rights and obligations to supply users within the District with adequate water, wastewater and irrigation services from its regional facilities or to prohibit the District from exercising any authorized powers under Chapter 190, Florida Statutes (1991), including management and financing powers, other than as expressly provided therein to the contrary.

6. The parties specifically acknowledge that the special act creating the Collier County Water-Sewer District and all amendments thereto, the Collier County Utility Standards and Procedures Ordinance and the Collier County Subdivision Regulations, all as amended and their successors-in-function, are "governmental, planning, environmental and land development regulation" and will be so recognized in light of any future analysis of Section 190.00(3), Florida Statutes.

7. The parties confirm, agree and acknowledge that all entities or persons, whether private or public, including the Pelican Marsh District, shall and will be obligated to convey, in accordance with standard County procedures, all water and sewer facilities to the County and its Water-Sewer District without cost to the County or its Water-Sewer District, and that any such facilities will not and shall not serve as security for any form of

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financing or bond indebtedness prior to said conveyance.

8. The parties confirm, agree and acknowledge that the provisions of Section 190.046, Florida Statutes, will and shall have no effect concerning the transfer of water and sewer facilities, in accordance with standard County procedures, to the County and its Water-Sewer District.

9. The parties confirm, agree and acknowledge that, to the extent not contrary to or inconsistent with this Agreement, the special act creating the Collier County Water-Sewer District, the Collier County Utility Standards and Procedures Ordinance and Collier County's Land Development Regulations, all as amended and their successors in function, will and shall control over the provisions of Chapter 190, Florida Statutes, whenever there is a potential that any of the County statutes, ordinances, or regulations conflict with the provisions of Chapter 190; and, that the parties will and shall take action to harmonize the statutes and regulations in a way that is advantageous to the concept of providing regional water, sewer, irrigation, and stormwater management services and facilities by Collier County or its Water-Sewer District to the areas encompassed by the Pelican Marsh District.

10. Pelican Marsh District confirms, agrees and acknowledges that if irrigation or dual water facilities are implemented within the Pelican Marsh District, that (i) any such facilities will not and shall not serve as security for any form of financing or bond

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indebtedness, and that (ii) any such facilities and operation thereof, will and shall be conveyed to the County or its Water-Sewer District, at the request of the County, for the nominal consideration of Ten Dollars at such time as the County embarks upon and gives reasonable notice that it is willing and able to provide irrigation services to individual residential and non-residential properties within the Pelican Marsh District.

11. The duration of this Interlocal Agreement shall be for so long as the Pelican Marsh District, or its successor-in-function, is functional and/or in existence. Otherwise, this Interlocal Agreement shall only be amended or terminated by the parties hereto upon mutual written agreement.

12. This Interlocal Agreement shall be binding upon all the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the date and year first above written.

ATTEST:

Dwight E. Brock, Clerk

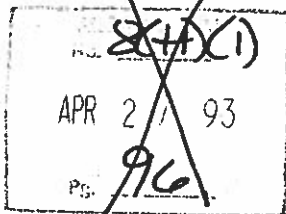
BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA, AS
THE GOVERNING BODY OF COLLIER
COUNTY AND AS EX-OFFICIO THE
GOVERNING BOARD OF THE COLLIER
COUNTY WATER-SEWER DISTRICT

By: BURT L. SAUNDERS, CHAIRMAN

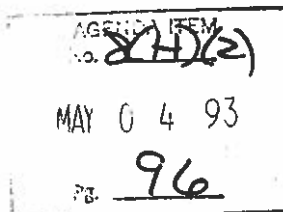
Approved as to form and
legal sufficiency:

Assistant County Attorney

c:\sr\10498.rwm
4/8/93/pm



14



ATTEST:

Secretary

BOARD OF SUPERVISORS OF THE
PELICAN MARSH UNIFORM COMMUNITY
DEVELOPMENT DISTRICT AS
THE GOVERNING BODY OF THE
PELICAN MARSH UNIFORM COMMUNITY
DEVELOPMENT DISTRICT

By: _____

Its: _____

STATE OF FLORIDA)
) SS:
COUNTY OF COLLIER)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Burt L. Saunders, well known to me to be the Chairman of the Board of County Commissioners, Collier County, Florida, As the Governing Body of Collier County and as Ex-Officio the Governing Board of the Collier County Water-Sewer District, being authorized to do so, executed the foregoing Interlocal Agreement for the purposes therein contained under authority duly invested by the Board of County

Commissioners, and that the seal affixed thereto is the true seal of said Board. He/She is personally known to me or produced _____ as identification and did _____ did not _____ take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 1993.

Notary Public
Print: _____
My Comm. Expires: _____
Comm. No.: _____

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8(H)(2)
MAY 04 93
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STATE OF FLORIDA)
) SS:
COUNTY OF COLLIER)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared _____, well known to me to be the Chairman of the Board of Supervisors of the Pelican Marsh District, being authorized to do so, executed the foregoing Interlocal Agreement for the purposes therein contained under authority duly invested by the Board of Supervisors, and that the seal affixed thereto is the true seal of said Board. He/She is personally known to me or produced _____ as identification and did _____ did not _____ take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 1993.

Notary Public
Print: _____
My Comm. Expires: _____
Comm. No.: _____

~~8(H)(1)
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