

RESOLUTION NO. 2018-27

A RESOLUTION OF THE COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING RESOLUTION 2009-58, AS AMENDED BY RESOLUTION 2014-37, AS AMENDED BY RESOLUTION 2015-40, RELATING TO THE STEWARDSHIP SENDING AREA WITH A DESIGNATION AS “BCI/BCP SSA 10”; APPROVING THE EXTENSION OF CERTAIN DATES TO MARCH 10, 2021 IN THE STEWARDSHIP SENDING AREA CREDIT AGREEMENT AND THE ESCROW AGREEMENT FOR BCI/BCP SSA 10.

WHEREAS, on March 10, 2009, the Board of County Commissioners created a Stewardship Sending Area with a designation of “BCI/BCP SSA 10” and entered into a Stewardship Sending Area Credit Agreement, a Stewardship Easement Agreement and an Escrow Agreement with Barron Collier Investments, Ltd. and Barron Collier Partnership LLLP; and

WHEREAS, Barron Collier Partnership LLLP is successor by merger to Barron Collier Investments, Ltd. by Articles of Merger recorded on January 6, 2014 in Official Record Book 4998, Page 865, of the Public Records of Collier County, Florida; and

WHEREAS, on February 25, 2014, the Board of County Commissioners adopted Resolution 2014-37 to approve the extension of certain time frames to March 10, 2015 in the Stewardship Sending Area Credit Agreement and the Escrow Agreement for BCI/BCP SSA 10; and

WHEREAS, on March 10, 2015 the Board of County Commissioners adopted Resolution 2015-40 to approve the extension of certain time frames to March 10, 2018 in the Stewardship Sending Area Credit Agreement and the Escrow Agreement for BCI/BCP SSA 10; and

WHEREAS, Barron Collier Partnership LLLP has requested a third extension of certain time frames to March 10, 2021 in the Stewardship Sending Area Credit Agreement and the Escrow Agreement for BCI/BCP SSA 10; and

WHEREAS, the Board of County Commissioners agrees to the requested extensions.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, that:

1. The Third Amendment to the Stewardship Sending Area Credit Agreement for BCI/BCP SSA 10, attached hereto as Exhibit “A”, is hereby approved.
2. The Third Amendment to the Escrow Agreement for BCI/BCP SSA 10, attached hereto as Exhibit “B”, is hereby approved.

This Resolution adopted after motion, second and majority vote, this 27th day of February, 2018.

ATTEST:
DWIGHT E. BROCK, CLERK

By: [Signature]
Deputy Clerk **Attest as to Chairman's signature only.**

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: [Signature]
Andy Solis, Chairman

Approved as to form and legality:
[Signature] 2/6/18
Scott A. Stone
Assistant County Attorney

Attachments:

- Exhibit A – Third Amendment to Stewardship Credit Agreement for BCI/BCP SSA 10
- Exhibit B – Third Amendment to Escrow Agreement for BCI/BCP SSA 10



Exhibit A

**THIRD AMENDMENT TO
STEWARDSHIP SENDING AREA CREDIT AGREEMENT
(BCI/BCP SSA 10)**

THIS AMENDMENT TO STEWARDSHIP SENDING AREA CREDIT AGREEMENT (hereinafter referred to as the "Amendment") is made and entered into this 27th day of February, 2018, by and between **COLLIER COUNTY, a political subdivision of the State of Florida**, hereinafter referred to as "County" whose mailing address is the Harmon Turner Building, 3299 East Tamiami Trail, Naples, Florida 34112, and **BARRON COLLIER PARTNERSHIP, LLLP, a Florida limited liability limited partnership, successor by merger to Barron Collier Investments, Ltd., a Florida limited partnership, by Articles of Merger filed December 30, 2013, and recorded January 6, 2014, in Official Records Book 4998, Page 865, of the Public Records of Collier County, Florida**, hereinafter referred to as "Owner," whose mailing address is 2600 Golden Gate Parkway, Naples, Florida 34105, for the purpose of extending certain dates.

WITNESSETH:

WHEREAS, Barron Collier Partnership, LLLP, and Barron Collier Investments, Ltd., submitted, and the County reviewed, a SSA Designation Application filed with the County on March 8, 2007, for the BCI/BCP SSA 10 land; and

WHEREAS, the County and Barron Collier Partnership, LLLP, and Barron Collier Investments, Ltd., entered into a Stewardship Sending Area Credit Agreement ("BCI/BCP SSA 10") on March 10, 2009 ("Agreement"); and

WHEREAS, the Agreement was amended by the First Amendment to Sending Area Credit Agreement on February 25, 2014, as amended by the Second Amendment to Sending Area Credit Agreement on March 10, 2015; and

WHEREAS, due to the ongoing process with the Federal government to establish a Habitat Conservation Plan applicable to the property, the SRA has been delayed and the parties wish to amend the Agreement to extend certain dates.

NOW THEREFORE in consideration of the above premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants contained herein, the parties agree as follows:

1. Paragraph 8 of the Stewardship Sending Area Credit Agreement (BCI/BCP SSA 10) is amended to read as follows:

8. Restriction on Land Use Amendments.

Upon designation of the land described in Exhibit "A" as an SSA, the Owner shall not seek or request, and the County shall not grant or approve, any increase in the density or any additional uses beyond those specifically authorized in this Agreement. Ninety-

Words ~~struck thru~~ are deleted and words underlined are added.

nine and eight tenths (99.8%) of the lands subject to this Agreement are within an HSA as depicted on the RLSA Overlay Map, officially entitled "Collier County Rural and Agricultural Area Assessment Stewardship Overlay Map". Upon designation of these lands as an SSA, the owner shall neither seek nor request, and the County shall not in violation of Sections 4.08.06 A.2. and 3., thereafter grant or approve any expansion or conversion of agricultural uses. Notwithstanding any condition herein to the contrary, this Agreement and the Stewardship easement shall terminate ~~on March 10, 2018~~ March 10, 2021 unless the BCI/BCP SSA 10 Stewardship Credits have by that date been exchanged for entitlement of an SRA, and the SRA has received all necessary final and non-appealable local, state and federal permits other than a plat, site development plan or building permit, necessary to commence construction of the SRA. All affirmative obligations and negative covenants contained in this Agreement and the Stewardship Easement shall be null and void upon such termination without further action from the parties hereto. Upon such termination the land shall revert to its underlying zoning classification as of the date of this Agreement, free and clear of any encumbrance from the Stewardship Easement. If requested by the Owner, Collier County shall provide a written release and termination of this Agreement and the Stewardship Easement for recording in the public records within fifteen (15) days of the request from the owner. Collier County shall update the overlay map to reflect the termination of BCI/BCP SSA 10 or any SRA.

2. Except as amended herein, the Agreement shall remain in full force and effect.

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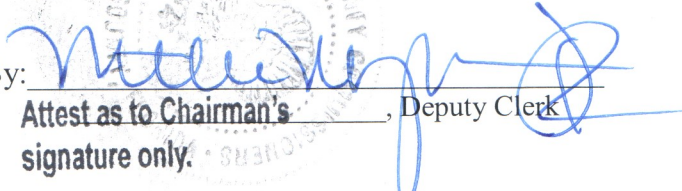
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IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to Stewardship Sending Area Credit Agreement to be executed by their duly authorized officers or representatives and their official seals hereto affixed the day and year first written above.

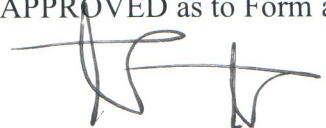
BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: 
ANDY SOLIS, CHAIRMAN

ATTEST:
DWIGHT E. BROCK, Clerk

By: 
Attest as to Chairman's
signature only. _____, Deputy Clerk

APPROVED as to Form and Legality:



Scott Stone, Assistant County Attorney 12/2/18



WITNESS

Priscilla M. Oliva
(Signature)

Priscilla M. Oliva
(Print Full Name)

WITNESS:

Bradley E. Stockham
(Signature)

Bradley E. Stockham
(Print Full Name)

BARRON COLLIER PARTNERSHIP, LLLP
a Florida limited liability partnership

By: Barron Collier Management, LLC
a Florida limited liability company
Its: General Partner

By: Bradley A. Boaz

Printed Name: Bradley A. Boaz

Its: CFO

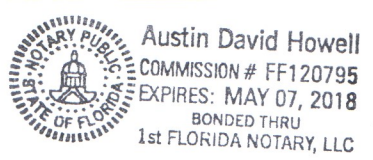
STATE OF FL

COUNTY OF Collier

The foregoing instrument was acknowledged before me this 30 day of January, 2018 by Bradley A. Boaz as CFO (title), on behalf of Barron Collier Management, LLC, a Florida limited liability company, as General Partner of BARRON COLLIER PARTNERSHIP, LLLP, a Florida limited liability limited partnership, who is personally known to me or who has produced _____ as identification.

[Notary Seal]

Austin David Howell
Notary Public



Print Name _____
My Commission Expires: _____



WITNESS

Ariscylla M. Oliva
(Signature)

Ariscylla M Oliva
(Print Full Name)

WITNESS:

Bradley E. Stockham
(Signature)

Bradley E. Stockham
(Print Full Name)

BARRON COLLIER PARTNERSHIP, LLLP
a Florida limited liability partnership

By: Barron Collier Management, LLC
a Florida limited liability company

Its: General Partner

By: Brian Goguen

Printed Name: Brian Goguen

Its: COO

STATE OF FL

COUNTY OF Collier

The foregoing instrument was acknowledged before me this 30 day of January, 2018 by Brian Goguen as COO (title), on behalf of Barron Collier Management, LLC, a Florida limited liability company, as General Partner of BARRON COLLIER PARTNERSHIP, LLLP, a Florida limited liability limited partnership, who is personally known to me or who has produced as identification.

[Notary Seal]

Austin David Howell

Notary Public

Print Name

My Commission Expires: _____

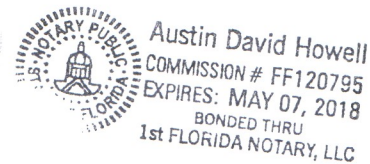


Exhibit B

THIRD AMENDMENT TO ESCROW AGREEMENT (BCI/BCP SSA 10)

THIS AMENDMENT TO ESCROW AGREEMENT is made as of the 27th day of February, 2018, by and between **Collier County, a political subdivision of the State of Florida** ("County"), **BARRON COLLIER PARTNERSHIP, LLLP, a Florida limited liability limited partnership, successor by merger to Barron Collier Investments, Ltd., a Florida limited partnership, by Articles of Merger filed December 30, 2013, and recorded January 6, 2014, in Official Records Book 4998, Page 865, of the Public Records of Collier County, Florida,** (hereinafter "Owner"), and **Cheffy Passidomo, P.A.**, (the "Escrow Agent").

RECITALS

WHEREAS, Collier County, Barron Collier Partnership, LLLP, and Barron Collier Investments, Ltd., and Escrow Agent entered into an Escrow Agreement on March 10, 2009, as amended by the First Amendment to Escrow Agreement dated February 25, 2014 and as amended by the Second Amendment to Escrow Agreement dated March 10, 2015, pertaining to the Stewardship Sending Area designated as BCI/BCP SSA 10; and

WHEREAS, due to the ongoing process with the Federal government to establish a Habitat Conservation Plan applicable to the property, the SRA has been delayed and the parties wish to amend the Escrow Agreement dated March 10, 2009, as amended by the First Amendment to Escrow Agreement dated February 25, 2014 and as amended by the Second Amendment to Escrow Agreement dated March 10, 2015 to extend certain dates.

AGREEMENTS

NOW THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. Paragraph 3 of the Escrow Agreement is amended to read as follows:
 3. The Escrow Agent shall deliver the original documents to the County for recording in the public records of Collier County upon presentment of the following Owner:
 - a. An approved SRA for the Barron Collier SRA which requires the exchange of Stewardship Credits from BCI/BCP SSA 10 for the additional residential and non-residential entitlements; and
 - b. All necessary final and non-appealable local, state and federal permits other than a plat, site development plan or building permit, necessary to construct the Barron Collier SRA consistent with the provisions of Section 4.08.07 of the Collier County Land Development Code; and

Words ~~struck thru~~ are deleted and words underlined are added.

In the event the approvals referenced above in the recitals are not delivered to the Escrow Agent on or before March 10, ~~2018~~ 2021 this Escrow Agent Agreement shall terminate and the original Documents shall be returned to Owner. If a challenge and/or appeal of necessary development order, permit or other discretionary approval is filed, Owner and County may elect to extend the Escrow Agreement by written agreement until the challenge or appeal is finally resolved. If the challenge or appeal is not resolved such that the construction may commence under terms acceptable to Owner, Owner may within 180 days of the final disposition of the challenge or appeal terminate this Escrow Agreement.

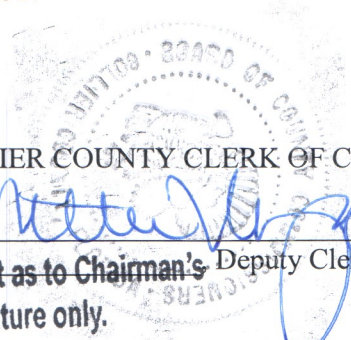
3. Except as amended herein, the Escrow Agreement dated March 10, 2009, as amended by the First Amendment to Escrow Agreement dated February 25, 2014 and as amended by the Second Amendment to Escrow Agreement dated March 10, 2015, remains in full force and effect.
4. Executed counter-part copies of the original of this document shall be treated as if the originals were so executed and shall bind the executing party and shall have the same force and effect as the original. Execution of this Agreement by facsimile shall be treated as an original.

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Words ~~struck thru~~ are deleted and words underlined are added.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Escrow Agreement by their duly authorized officers or representatives and their official seals hereto affixed the day and year first written above.

ATTEST:



COLLIER COUNTY CLERK OF COURTS

By: [Signature]
Attest as to Chairman's signature only. Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: [Signature]
ANDY SOLIS, CHAIRMAN

APPROVED as to Form and Legality:

By: [Signature] 11/2/18
Scott Stone, Assistant County Attorney

WITNESSES:

[Signature]
Witness: Michelle Bondy

[Signature]
Witness: Carrie J. Filthaut

ESCROW AGENT:

CHEFFY PASSIDOMO, P.A.

[Signature]
Clay C. Brooker
Its: SHAREHOLDER/PARTNER
Date: 1/31/18



WITNESS

Priscilla M. Oliva
(Signature)

Priscilla M. Oliva
(Print Full Name)

WITNESS:

Bradley E. Stockham
(Signature)

Bradley E. Stockham
(Print Full Name)

BARRON COLLIER PARTNERSHIP, LLLP

a Florida limited liability partnership

By: Barron Collier Management, LLC
a Florida limited liability company

Its: General Partner

By: Bradley A. Boaz

Printed Name: Bradley A. Boaz

Its: CFO

STATE OF FL

COUNTY OF Collier

The foregoing instrument was acknowledged before me this 30 day of January, 2018 by Bradley A. Boaz as CFO (title), on behalf of Barron Collier Management, LLC, a Florida limited liability company, as General Partner of BARRON COLLIER PARTNERSHIP, LLLP, a Florida limited liability limited partnership, who is personally known to me or who has produced _____ as identification.

[Notary Seal]

Austin David Howell
Notary Public

Print Name _____
My Commission Expires: _____



WITNESS

Arisceyella M. Oliva
(Signature)

Arisceyella M. Oliva
(Print Full Name)

WITNESS:

Bradley E. Stockham
(Signature)

Bradley E. Stockham
(Print Full Name)

BARRON COLLIER PARTNERSHIP, LLLP

a Florida limited liability partnership

By: Barron Collier Management, LLC
a Florida limited liability company

Its: General Partner

By: Brian Goguen

Printed Name: Brian Goguen

Its: COO

STATE OF FL

COUNTY OF Collier

The foregoing instrument was acknowledged before me this 30 day of January, 2018 by Brian Goguen as COO (title), on behalf of Barron Collier Management, LLC, a Florida limited liability company, as General Partner of BARRON COLLIER PARTNERSHIP, LLLP, a Florida limited liability limited partnership, who is personally known to me or who has produced _____ as identification.

[Notary Seal]

Austin David Howell
Notary Public

Print Name _____
My Commission Expires: _____

