

RESOLUTION NO. 2017- 227

**A RESOLUTION OF THE COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING RESOLUTION 2009-302, RELATING TO THE STEWARDSHIP SENDING AREA WITH A DESIGNATION AS "BCI/BCP/SI SSA 13"; APPROVING THE EXTENSION OF CERTAIN DATES TO DECEMBER 15, 2020 IN THE STEWARDSHIP SENDING AREA CREDIT AGREEMENT AND THE ESCROW AGREEMENT FOR BCI/BCP/SI SSA 13.**

WHEREAS, on December 15, 2009, the Board of County Commissioners created a Stewardship Sending Area with a designation of "BCI/BCP/SI SSA 13" and entered into a Stewardship Sending Area Credit Agreement, a Stewardship Easement Agreement and an Escrow Agreement with Barron Collier Investments, Ltd., Barron Collier Partnership, LLLP and Serenoa Investments, Inc.; and

WHEREAS, on November 18, 2014 by Resolution No. 2014-237, the Board of County Commissioners approved the extension of certain dates to December 15, 2017 in the Stewardship Sending Area Credit Agreement and Escrow Agreement for BCI/BCP/SI SSA 13; and

WHEREAS, Barron Collier Partnership, LLLP and Serenoa Investments, Inc., represented by R. Bruce Anderson, Esquire of Cheffy Passidomo, have requested an extension of certain time frames to December 15, 2020 in the Stewardship Sending Area Credit Agreement for BCI/BCP/SI SSA 13 and the Escrow Agreement for BCI/BCP/SI SSA 13; 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 second amendment to the Stewardship Credit Agreement for BCI/BCP/SI SSA 13, attached hereto as Exhibit 1, is hereby approved.
2. The second amendment to the Escrow Agreement for BCI/BCP/SI SSA 13, attached hereto as Exhibit 2, is hereby approved.

This Resolution adopted after motion, second and majority vote, this 12<sup>th</sup> day of December, 2017.

ATTEST:  
DWIGHT E. BROCK, CLERK

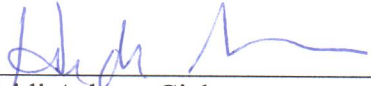
BOARD OF COUNTY COMMISSIONERS  
COLLIER COUNTY, FLORIDA

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

By: [Signature]  
PENNY TAYLOR, Chairman



Approved as to form and legality:

  
\_\_\_\_\_  
Heidi Ashton-Cicko  
Managing Assistant County Attorney

HIFAC  
11-7-17

Attachments:

Exhibit 1 – First Amendment to Stewardship Credit Agreement for BCI/BCP/SI SSA 13

Exhibit 2 – First Amendment to Escrow Agreement for BCI/BCP/SI SSA 13



**SECOND AMENDMENT TO  
STEWARDSHIP SENDING AREA CREDIT AGREEMENT  
(BCI/BCP/SI 13)**

**THIS AMENDMENT TO STEWARDSHIP SENDING AREA CREDIT AGREEMENT** (hereinafter referred to as the "Amendment") is made and entered into this 12<sup>th</sup> day of December, 2017, 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 Partnership ("BCP") and SERENOA INVESTMENTS, LLC, a Florida limited liability company ("SI") hereinafter individually and jointly referred to as "Owner", whose mailing addresses are 2550 Goodlette Road North, Suite 100, Naples, Florida 34103, for the purpose of extending certain dates.

**WITNESSETH:**

**WHEREAS**, Owner submitted, and the County reviewed, an SSA Designation Application filed with the County on December 31, 2008 for the BCI/BCP/SI SSA 13 land; and

**WHEREAS**, the County, Barron Collier Investments, Ltd., Barron Collier Partnership, LLLP and Serenoa Investments, Inc. entered into a Stewardship Sending Area Credit Agreement ("BCI/BCP/SI SSA 13") on December 15, 2009 ("Agreement"); and

**WHEREAS**, Barron Collier Investments, Ltd. merged into Barron Collier Partnership, LLLP 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; and

**WHEREAS**, Serenoa Investments, LLC is the successor by conversion to Serenoa Investments, Inc. by Certificate of Conversion filed August 30, 2012 with the State of Florida Secretary of State; and

**WHEREAS**, due to the ongoing process with the Federal government to establish a Habitat Conservation Plan applicable to the property, the review and approval of 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/SI SSA 13) is amended to read as follows:

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 nor approve, any increase in the density or any additional uses beyond those specified in this Agreement. Sixty-five and two tenths (75.2%) of the lands subject to this Agreement are within an HSA or FSA 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 ~~five (5)~~ eight (8) years from its effective date on December 15, 2017 2020 unless the BCI/BCP/SI 13 Stewardship Credits have 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/SI SSA 13 or any SRA.

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

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

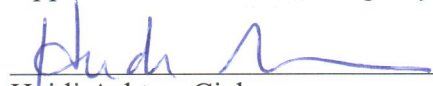
ATTEST:  
DWIGHT E. BROCK, CLERK

BOARD OF COUNTY COMMISSIONERS  
COLLIER COUNTY, FLORIDA

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

By:   
PENNY TAYLOR, Chairman

Approved as to form and legality:

  
Heidi Ashton-Cicko  
Managing Assistant County Attorney

**WITNESS**

Priscylla M. Oliva  
(Signature)

Priscylla 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

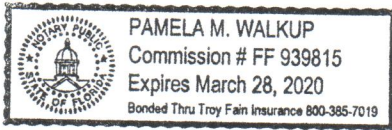
Its: COO

STATE OF Florida

COUNTY OF Collier

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of December, 2017 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]



Pamela M. Walkup  
Notary Public

Print Name \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



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: Blake Gable

Printed Name: Blake Gable

Its: President

STATE OF Florida

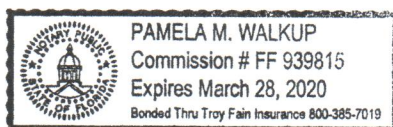
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of December, 2017 by Blake Gable as President (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]

Pamela M. Walkup  
Notary Public

Print Name \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**WITNESS:**

[Signature]  
(Signature)

Amanda Goebel  
(Print Full Name)

**WITNESS:**

[Signature]  
(Signature)

Bradley E. Stockham  
(Print Full Name)

**SERENOA INVESTMENTS, LLC**  
a Florida limited liability company

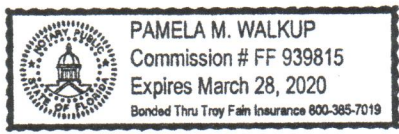
By: [Signature]  
Katherine G. Sproul, Manager

STATE OF Florida

COUNTY OF Collier

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of December, 2017 by Katherine G. Sproul, as Manager on behalf of SERENOA INVESTMENTS, LLC, a Florida limited liability company, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[Notary Seal]



[Signature]  
Notary Public

Print Name \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**SECOND AMENDMENT TO**  
**ESCROW AGREEMENT**  
**(BCI/BCP/SI SSA 13)**

THIS AMENDMENT TO ESCROW AGREEMENT is made as of the 12<sup>th</sup> day of December, 2017, by and between COLLIER COUNTY, a political subdivision of the State of Florida ("County"), BARRON COLLIER PARTNERSHIP, LLLP, a Florida limited liability limited partnership ("BCP"), SERENOA INVESTMENTS, LLC ("SI"), a Florida liability company (BCP and SI are hereinafter individually and jointly referred to as "BCP/SI" or "Owner"), ROETZEL & ANDRESS, a legal professional association (the "Prior Escrow Agent"), and Cheffy Passidomo, P.A. (the "New Escrow Agent").

RECITALS

**WHEREAS**, Collier County, Barron Collier Investments, Ltd., Barron Collier Partnership, LLLP, Serenoa Investments, LLC, and Escrow Agent entered into an Escrow Agreement on December 15, 2009 (the "Escrow Agreement"), pertaining to the Stewardship Sending Area designated as BCI/BCP/SI SSA 13; and

**WHEREAS**, Barron Collier Investments, Ltd. merged into Barron Collier Partnership, LLLP 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; and

**WHEREAS**, Serenoa Investments, LLC is the successor by conversion to Serenoa Investments, Inc. by Certificate of Conversion filed August 30, 2012 with the State of Florida Secretary of State; 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 to extend certain dates; and

**WHEREAS**, the Prior Escrow Agent will hereby resign and be replaced by the New Escrow Agent.

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 by Owner:



- a. An approved SRA which requires the exchange of Stewardship Credits from BCI/BCP/SI SSA 13 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 SRA consistent with the provisions of Section 4.08.07 of the Collier County Land Development Code; and

In the event the approvals referenced above in the recitals are not delivered to the Escrow Agent on or before December 15, ~~2017~~ 2020, 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.

4. New Escrow Agent shall serve as Escrow Agent under the Escrow Agreement effective as of the date hereof. Prior Escrow Agent hereby resigns as Escrow Agent as of the date hereof. The County acknowledges and agrees that New Escrow Agent represents BCP/SI and may continue to do so while serving as Escrow Agent and notwithstanding any present or future dispute arising under this Agreement. The parties hereto do not object to such services by New Escrow Agent as Escrow Agent and such representation of BCP/SI by New Escrow Agent in this and other matters, and agree that such service and such representation does not adversely affect the independent professional judgment of New Escrow Agent on behalf of any such party, or the ability of New Escrow Agent to adequately represent the interest of any such party.
5. Except as amended herein, the Escrow Agreement is dated March 10, 2009 remains in full force and effect.
6. 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.

{Remainder of Page Intentionally Left Blank}

IN WITNESS WHEREOF, the parties hereto have executed this First 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:  
DWIGHT E. BROCK, CLERK

BOARD OF COUNTY COMMISSIONERS  
COLLIER COUNTY, FLORIDA

By: *Dwight Brock*  
Attest as to Chairman's  
signature only

By: *Penny Taylor*  
PENNY TAYLOR, Chairman

Approved as to form and legality:

*Heidi Ashton-Cicko*  
Heidi Ashton-Cicko  
Managing Assistant County Attorney

PRIOR ESCROW AGENT:

ROETZEL & ANDRESS,  
A legal professional association

*Paul K. Heuerman* For the firm  
(Print Full Name) Shareholder  
Paul K. Heuerman  
(Print Full Title)

Date: 12/14/17

NEW ESCROW AGENT:

CHEFFY PASSIDOMO, P.A.

By: *John Passidomo*  
Its: President  
Date: 12.27.17



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: Brian Goguen

Printed Name: Brian Goguen

Its: COO

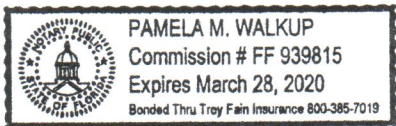
STATE OF Florida  
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of December, 2017 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]

Pamela M. Walkup  
Notary Public

Print Name \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



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: Blake Gable

Printed Name: Blake Gable

Its: President

STATE OF Florida

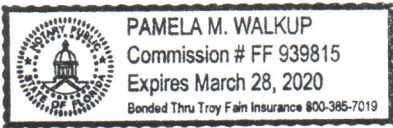
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of December, 2017 by Blake Gable as President (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]

Pamela M. Walkup  
Notary Public

Print Name  
My Commission Expires: \_\_\_\_\_



**WITNESS**

[Signature]  
(Signature)

Amanda Goebel  
(Print Full Name)

**SERENOA INVESTMENTS, LLC**

a Florida limited liability company

By: [Signature]  
Katherine G. Sproul, Manager

**WITNESS:**

[Signature]  
(Signature)

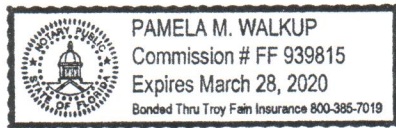
Bradley E. Stockham  
(Print Full Name)

STATE OF Florida

COUNTY OF Collier

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of December, 2017 by Katherine G. Sproul, as Manager on behalf of SERENOA INVESTMENTS, LLC, a Florida limited liability company, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[Notary Seal]



[Signature]  
Notary Public

Print  
My Commission Expires: \_\_\_\_\_

