

**RESOLUTION NO. 2017-184**

**A RESOLUTION OF THE COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING RESOLUTION NO. 2008-331, RELATING TO THE STEWARDSHIP SENDING AREA WITH A DESIGNATION AS “CLH SSA 14”; APPROVING THE EXTENSION OF CERTAIN DATES TO NOVEMBER 18, 2020 IN THE STEWARDSHIP SENDING AREA CREDIT AGREEMENT AND THE ESCROW AGREEMENT FOR CLH SSA 14.**

WHEREAS, on November 18, 2008, by Resolution No. 2008-331, the Board of County Commissioners created a Stewardship Sending Area with a designation of “CLH SSA 14” and entered into a Stewardship Sending Area Credit Agreement, a Stewardship Easement Agreement and an Escrow Agreement with Collier Land Holdings, Ltd.; and

WHEREAS, on September 10, 2013, by Resolution No. 2013-199, the Board of County Commissioners approved the extension of certain dates to November 18, 2014 in the Stewardship Sending Area Credit Agreement and the Escrow Agreement for CLH SSA 14; and

WHEREAS, on September 23, 2014, by Resolution No. 2014-186, the Board of County Commissioners approved the extension of certain dates to November 18, 2017 in the Stewardship Sending Area Credit Agreement and Escrow Agreement for CLH SSA 14; and

WHEREAS, Collier Land Holdings, Ltd., represented by Richard Yovanovich, Esquire of Coleman, Yovanovich & Koester, PA, has requested an extension to certain time frames to November 18, 2020 in the Stewardship Sending Area Credit Agreement for CLH SSA 14 and the Escrow Agreement for CLH SSA 14; 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 Credit Agreement for CLH SSA 14, attached hereto as Exhibit 1, is hereby approved.
2. The third amendment to the Escrow Agreement for CLH SSA 14, attached hereto as Exhibit 2, is hereby approved.



This Resolution adopted after motion, second and majority vote, this 10 day of October, 2017.

ATTEST:  
DWIGHT E. BROCK, CLERK

By: *[Signature]*

Attest as to Chairman's  
signature only.

BOARD OF COUNTY COMMISSIONERS  
COLLIER COUNTY, FLORIDA

By: *[Signature]*

PENNY TAYLOR, Chairman

Approved as to form and legality:

*[Signature]* *MFAC 9-16-17*  
Heidi Ashton-Cicko  
Managing Assistant County Attorney

Attachments:

- Exhibit 1 – Third Amendment to Stewardship Credit Agreement for CLH SSA 14
- Exhibit 2 – Third Amendment to Escrow Agreement for CLH SSA 14

**Exhibit 1**

**THIRD AMENDMENT TO**  
**STEWARDSHIP SENDING AREA CREDIT AGREEMENT**  
**(CLH SSA 14)**

**THIS THIRD AMENDMENT TO STEWARDSHIP SENDING AREA CREDIT AGREEMENT** (hereinafter referred to as the "Amendment") is made and entered into this 10<sup>th</sup> day of October, 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 Collier Land Holdings, Ltd., a Florida Limited Partnership ("CLH") 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, a SSA Designation Application filed with the County on May 27, 2008 for the CLH SSA 14 land; and

**WHEREAS**, the County and Owner entered into a Stewardship Sending Area Credit Agreement ("CDC SSA 14") on November 18, 2008 ("Agreement"); and

**WHEREAS**, on September 10, 2013, the County approved an amendment to the Agreement to extend certain dates by one (1) year; and

**WHEREAS**, on September 23, 2014, the County approved the Second Amendment to Agreement, which Second Amendment extended the date by which the SSA 14 stewardship credits must be exchanged for development of the Town of Rural Lands West SRA to November 18, 2017 ("Deadline"); and

**WHEREAS**, due to the complexity of the regulatory regime and the multiple governmental and quasi-governmental actors involved in such approvals, the parties desire to extend the Deadline, as more particularly set forth herein.

**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. The above recitals are true and correct and incorporated herein by reference.
2. Any reference in the Agreement to the "Town of Big Cypress" shall be replaced with the following reference:

"Town of Rural Lands West SRA".

3. Paragraph 8 of the Stewardship Sending Area Credit Agreement (CLH SSA 14) is amended to read as follows:

Restriction on Land Use Amendments.

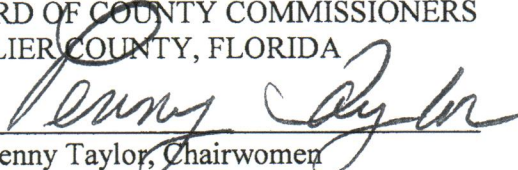
Upon designation of the land described in Exhibit "A" as an SSA, the Owner shall not seek or request, and the County shall not grant nor approve, any increase in the density or any additional uses beyond those specified in this Agreement. Six hundred sixty five and two tenths (665.2) acres of the lands subject to this Agreement are within a Habitat Stewardship Area (HSA) and one thousand forty eight and two tenths (1,048.2) acres of the lands subject to this Agreement are within a Flow Way Stewardship Area (FSA) and one tenth (0.1) acres of Water Retention Area (WRA) 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 land uses. Notwithstanding any condition herein to the contrary, this Agreement and the Stewardship easement shall terminate on ~~November 18, 2017~~ November 18, 2020 unless the CLH SSA 14 Stewardship Credits have been exchanged for the ~~Town of Big Cypress SRA~~ Town of Rural Lands West SRA, and the ~~Town of Big Cypress SRA~~ Town of Rural Lands West 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 Town. 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 CLH SSA 14 or any SRA.

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

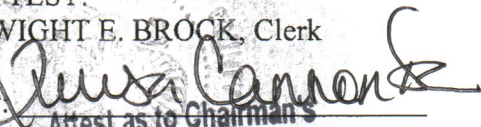
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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers or representatives and their official seals hereto affixed the day and year first written above.


BOARD OF COUNTY COMMISSIONERS  
COLLIER COUNTY, FLORIDA

By:   
Penny Taylor, Chairwomen

ATTEST:  
DWIGHT E. BROCK, Clerk

By:   
Attest as to Chairman's  
signature only.

APPROVED as to Form and  
Legal sufficiency:

  
Heidi Ashton-Cicko, Managing Assistant County Attorney

*Signatures continue on the following pages.*

WITNESS:

COLLIER LAND HOLDINGS, LTD.  
a Florida Limited Partnership

Sandra Mahoney  
(Signature)

By: Collier Enterprises, Inc. a  
Florida Corporation,  
it's General Partner

SANDRA MAHONEY  
(Print full name)

By: Patrick L. Utter  
Printed Name: Patrick L. Utter  
Title: Vice President

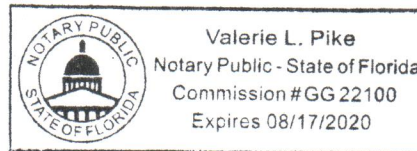
Val L. Pike  
(Signature)

Valerie Pike  
(Print full name)

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing Amendment to Stewardship Sending Area Credit Agreement was executed before me this 6<sup>th</sup> day of SEPTEMBER, 2017, by PATRICK L. UTTER, as VICE PRESIDENT of Collier Enterprises, Inc., the general partner of Collier Land Holdings, Ltd., a Florida limited partnership, said person being personally know to me or produced Val L. Pike as identification.

Val L. Pike  
Notary Public  
Name: Valerie L. Pike



## Exhibit 2

### THIRD AMENDMENT TO ESCROW AGREEMENT (CLH SSA 14)

This THIRD AMENDMENT TO ESCROW AGREEMENT (“Amendment”) is made as of the 10<sup>th</sup> day of October, 2017 by and between Collier County, a political subdivision of the State of Florida (“County”), Collier Land Holdings, Ltd., a Florida limited partnership (“CLH”) and COLEMAN, YOVANOVICH & KOESTER, P.A., (the “Escrow Agent. The County, CLH, and Escrow Agent are collectively referred to herein as the “Parties”).

#### RECITALS

**WHEREAS**, Collier County, CLH and Escrow Agent’s Successor entered into an Escrow Agreement on November 18, 2008, as subsequently amended, pertaining to the Stewardship Sending Area designated as CLH SSA 14 (“Escrow Agreement”); and

**WHEREAS**, on September 10, 2013 the County approved the First Amendment to the Escrow Agreement to extend certain dates by one (1) year; and

**WHEREAS**, and on September 23, 2014, the County approved the Second Amendment to Escrow Agreement, which Second Amendment extended the date by which CLH must deliver certain approvals to Escrow Agent to November 18, 2017 (“Deadline”); and

**WHEREAS**, due to the complexity of the regulatory regime and the multiple governmental and quasi-governmental actors involved in such approvals, the Parties desire to extend the Deadline, as more particularly set forth herein.

#### 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. Any reference in the Escrow Agreement to the “Town of Big Cypress” shall be replaced with the following reference:

“Town of Rural Lands West SRA”.

3. Paragraph 3 of the Escrow Agreement is amended to read as follows (words ~~struck thru~~ are deleted and words added are underlined):

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 CLH:

- a. An approved SRA for the ~~Town of Big Cypress~~ Town of Rural Lands West SRA which requires the exchange of Stewardship Credits from CLH SSA 14 for the additional residential and non-residential entitlements; and
- b. All necessary final and non-appealable development orders, permits, or other discretionary approvals necessary to construct the ~~Town of Big Cypress~~ Town of Rural Lands West 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 are not delivered to the Escrow Agent on or before ~~November 18, 2017~~ November 18, 2020, this Escrow Agreement shall terminate and the original Documents shall be returned to CLH. If a challenge and/or appeal of a necessary development order, permit or other discretionary approval are filed, CLH 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 CLH, CLH may within 180 days of the final disposition of the challenge or appeal terminate this Escrow Agreement.

4. Except as amended herein, the Escrow Agreement dated November 18, 2008 remains in full force and affect.
5. 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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IN WITNESS WHEREOF, the parties hereto have executed this Amendment Escrow Agreement by their duly authorized officers or representatives and their official seals hereto affixed the day and year first written above.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
COLLIER COUNTY, FLORIDA

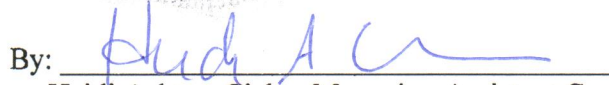
COLLIER COUNTY CLERK OF COURTS

By: 

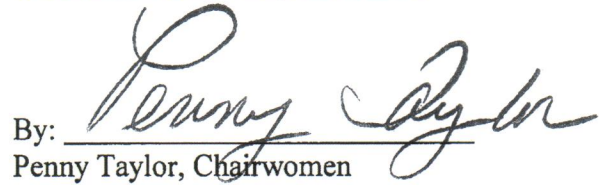
Attest as ~~notary~~ Brook

signature only

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: 

Heidi Ashton-Cicko, Managing Assistant County Attorney

By:   
Penny Taylor, Chairwomen

*Signatures continue on the following pages.*

WITNESS:

COLLIER LAND HOLDINGS, LTD.  
a Florida Limited Partnership

Sandra Mahoney  
(Signature)

By: Collier Enterprises, Inc. a  
Florida Corporation,  
it's General Partner

SANDRA MAHONEY  
(Print full name)

By: Patrick L. Utter  
Printed Name: Patrick L. Utter  
Title: Vice President

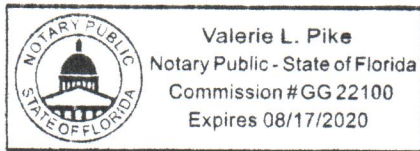
Valerie Pike  
(Signature)

Valerie Pike  
(Print full name)

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing Escrow Agreement was executed before me this 6<sup>th</sup> day of September,  
2017, by Patrick L. Utter, as Vice President of Collier Enterprises, Inc., the  
general partner of Collier Land Holdings, Ltd., a Florida limited partnership, said person being  
personally known to me or produced \_\_\_\_\_ as identification.

Valerie L. Pike



Notary Public  
Name: Valerie L. Pike  
Certificate No. GG22100  
My Commission expires: 8.17.2020

ESCROW AGENT:  
COLEMAN, YOVANOVICH & KOESTER, P.A.

Richard D. Yovanovich  
By: Richard D. Yovanovich, Esq.  
Its: Vice President  
Date: 9/6/17

