

RESOLUTION NO. 2018- 11

A RESOLUTION OF THE COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING RESOLUTION 2010-29, AS AMENDED, RELATING TO THE STEWARDSHIP SENDING AREA WITH A DESIGNATION AS “SUNNILAND FAMILY SSA 12”; APPROVING THE EXTENSION OF CERTAIN DATES TO FEBRUARY 9, 2023 IN THE STEWARDSHIP SENDING AREA CREDIT AGREEMENT AND THE ESCROW AGREEMENT FOR SUNNILAND FAMILY SSA 12.

WHEREAS, on February 9, 2010, the Board of County Commissioners created a Stewardship Sending Area with a designation of “Sunniland Family SSA 12” and entered into a Stewardship Sending Area Credit Agreement, a Stewardship Easement Agreement and an Escrow Agreement with Sunniland Family Limited Partnership; and

WHEREAS, on September 23, 2014, the Board of County Commissioners approved Resolution No. 2014-185 which extended certain dates to February 9, 2018 in the Stewardship Sending Area Credit Agreement and Escrow Agreement; and

WHEREAS, Sunniland Family Limited Partnership, represented by Clay Brooker, Esquire of Cheffy, Passidomo, PA, has requested an additional extension to certain time frames to February 9, 2023 in the Stewardship Sending Area Credit Agreement for Sunniland Family SSA 12 and the Escrow Agreement for Sunniland Family SSA 12; 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 Sunniland Family SSA 12, attached hereto as Exhibit 1, is hereby approved.
2. The Second Amendment to the Escrow Agreement for Sunniland Family SSA 12, attached hereto as Exhibit 2, is hereby approved.

This Resolution adopted after motion, second and majority vote, this 23rd day of January, 2018.

ATTEST:
DWIGHT E. BROCK, CLERK

By: Andy Brock
Attest as to Chairman's
signature only.

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: Andy Solis
ANDY SOLIS, Chairman

Approved as to form and legality:

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

Attachments:

- Exhibit 1 – Second Amendment to Stewardship Credit Agreement for Sunniland Family SSA12
- Exhibit 2 – Second Amendment to Escrow Agreement for Sunniland Family SSA 12

EXHIBIT 1

**SECOND AMENDMENT TO
STEWARDSHIP SENDING AREA CREDIT AGREEMENT
(Sunniland Family SSA 12)**

THIS SECOND AMENDMENT TO STEWARDSHIP SENDING AREA CREDIT AGREEMENT is made and entered into this 23rd day of January, 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 **Sunniland Family Limited Partnership, a Florida limited partnership**, hereinafter referred to as “Owner,” whose mailing address is P.O. Box 930, Immokalee, Florida 34143-930, for the purpose of extending certain dates.

WITNESSETH:

WHEREAS, Owner submitted, and the County reviewed, a SSA Designation Application filed with the County on April 10, 2008, for the Sunniland Family SSA 12 land; and

WHEREAS, the County and Owner entered into a Stewardship Sending Area Credit Agreement (Sunniland Family SSA 12) on February 9, 2010 (“Agreement”); and

WHEREAS, the County and Owner entered into a First Amendment to Stewardship Sending Area Credit Agreement (Sunniland Family SSA 12) on September 23, 2014 (“First Amendment”); and

WHEREAS, due to the change in economic conditions in the State of Florida, the submittal, review and approval of the Alico SRA has been delayed and the parties wish to amend the Agreement and the First Amendment 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 Agreement and the First Amendment 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-eight and five-tenths percent (98.5%) 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 ~~eight (8)~~ thirteen (13)

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

years from its effective date, to wit: on February 9, 2023, unless the Sunniland Family SSA 12 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, or the Owner has decided to record the Stewardship Easement without the approval of an 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 Sunniland Family SSA 12 or any SRA.

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

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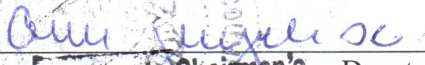
Words ~~struck thru~~ are deleted and words underlined are added.

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.

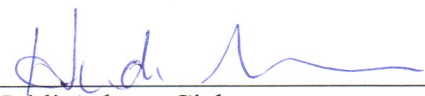
BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: 
ANDY SOLIS, Chairman

ATTEST:
DWIGHT E. BROCK, Clerk

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

APPROVED as to Form and Legality:


Heidi Ashton-Cicko
Managing Assistant County Attorney

Signed, sealed and delivered in the presence of:

Jennifer S. Saldukas
Witness: Jennifer S. Saldukas

Clay C. Brooker
Witness: CLAY C. BROOKER

SUNNILAND FAMILY LIMITED PARTNERSHIP, a Florida limited partnership

By: SUNNILAND PARTNERS, LLC, a Florida limited liability company

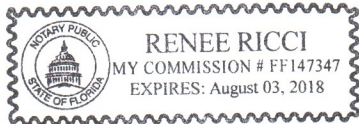
Its: General Partner

By: Aliese P. Priddy
Aliese P. Priddy, its Managing Member

STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 15th day of December, 2017 by Aliese P. Priddy, Managing Member of Sunniland Partners, LLC, a Florida limited liability company, general partner of Sunniland Family Limited Partnership, a Florida limited partnership, on behalf of the company, who is personally known to me or who has produced Florida Drivers License as identification.



Renee Ricci
Notary Public

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My Commission Expires: _____



EXHIBIT 2

SECOND AMENDMENT TO
ESCROW AGREEMENT
(Sunniland Family SSA 12)

THIS SECOND AMENDMENT TO ESCROW AGREEMENT is made as of the 23rd day of January, 2018, by and between **Collier County, a political subdivision of the State of Florida** ("County"), **Sunniland Family Limited Partnership, a Florida limited partnership** ("Owner"), and **Cheffy Passidomo, P.A.**, (the "Escrow Agent").

RECITALS

WHEREAS, County, Owner and Escrow Agent entered into an Escrow Agreement on February 9, 2010, pertaining to the Stewardship Sending Area designated as Sunniland Family SSA 12 ("Escrow Agreement"); and

WHEREAS, County, Owner and Escrow Agent entered into a First Amendment to Escrow Agreement on September 23, 2014, pertaining to the Stewardship Sending Area designated as Sunniland Family SSA 12 ("First Amendment"); and

WHEREAS, due to the change in economic conditions in the State of Florida, the Alico SRA has been delayed and the parties wish to amend the Escrow Agreement and the First Amendment as set forth below.

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 and the First Amendment 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 the occurrence of either of the two events, a or b, below:
 - a. The Owner presents to the Escrow Agent and the County evidence of the following:
 - i. An approved SRA for the Alico SRA Land which requires the exchange of Stewardship Credits from Sunniland Family SSA 12 for the additional residential and non-residential entitlements; and
 - ii. 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 Alico SRA Land consistent with the provisions of Section 4.08.07 of the Collier County Land Development Code.

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

- b. The Owner notifies the Escrow Agent and the County of its decision and consent to record the Stewardship Easement without the approval of an SRA.

In the event neither of the above two events occur on or before February 9, ~~2018~~2023, this Escrow Agreement and the First Amendment shall terminate and the original Documents shall be returned to Owner. If a challenge and/or appeal of a 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 February 9, 2010~~ and the First Amendment 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 Second 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:

**BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA**

COLLIER COUNTY CLERK OF COURTS

By: *Ann J. Jurese, C.*
Deputy Clerk

**Attest as to Chairman's
signature only.**

APPROVED as to Form and Legality:

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

By: *Andy Solis*
ANDY SOLIS, Chairman

WITNESSES:

Witness: *Jennifer S. Saldukas*

Witness: *Renee Ricci*

ESCROW AGENT:

CHEFFY PASSIDOMO, P.A.

Clay C. Brooker
Clay C. Brooker, Partner

Date: *DEC 15, 2017*



**SUNNILAND FAMILY LIMITED
PARTNERSHIP, a Florida limited partnership**

By: SUNNILAND PARTNERS, LLC, a
Florida limited liability company

Its: General Partner

By: *Aliese P. Priddy*
Aliese P. Priddy, its Managing Member

STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 15th day of December, 2017 by Aliese P. Priddy, Managing Member of Sunniland Partners, LLC, a Florida limited liability company, general partner of Sunniland Family Limited Partnership, a Florida limited partnership, on behalf of the company, who is personally known to me or who has produced Florida Drivers License as identification.



Renee Ricci
Notary Public

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My Commission Expires: _____

