



*Creativity in Bloom*

Bayshore Gateway Triangle CRA • Bayshore Beautification MSTU  
Haldeman Creek MSTU

## AGENDA

### Bayshore Gateway Triangle Community Redevelopment Area Advisory Board Meeting October 3, 2017 5:00 PM

Chairman Maurice Gutierrez

Karen Beatty, Peter Dvorak, Larry Ingram, Ron Kezeske,  
Steve Main, Shane Shadis, Michael Sherman

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Adoption of Agenda
4. Approval of Minutes
  - a. September 5, 2017
5. Community / Business - Presentations
6. Old Business
  - a. 17 Acres " Invitation to Negotiate" – Staff update
  - b. Redevelopment plan - **Action Item**
  - c. Florida Redevelopment Conference
7. New Business
  - a. Staff update Hurricane Irma
  - b. Proposed lease revision request - TT of Naples
  - c. Review of proposed deed restriction revisions- Single family lots
8. Project Managers Report
  - a. Project List update by BGTCRA staff (Attachment)
9. Other Agencies
10. Public Comment
11. Advisory Board Comments
12. Next meeting date - November 7, 2017
13. Adjournment

Offices: 3570 Bayshore Drive, Unit 102, Naples, Florida 34112  
Phone: 239-643-1115  
Online: [www.bayshorecra.com](http://www.bayshorecra.com)



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**Agenda item 5.b– September 5, 2017 meeting minutes**

**BAYSHORE/GATEWAY TRIANGLE COMMUNITY REDEVELOPMENT LOCAL  
ADVISORY BOARD MINUTES OF THE SEPTEMBER 5, 2017 MEETING**

The meeting of the Bayshore/Gateway Triangle Community Redevelopment Advisory Board was called to order by Chairman, Maurice Gutierrez at 6:00 p.m. at the CRA Office, 3570 Bayshore Drive, Unit 102.

- I. **Roll Call:** Advisory Board Members Present: Maurice Gutierrez, Shane Shadis, Karen Beatty, Mike Sherman and Steve Main. Ron Kezeske, Larry Ingram and Peter Dvorak have excused absences.  
  
**CRA Staff Present:** Shirley Garcia, Operations Coordinator, CRA; Tim Durham, County Managers Office and Debrah Forester, CRA Director.
- II. **Pledge of Allegiance:** The Pledge of Allegiance was lead by Chairman Gutierrez.
- III. Moment of Silence to pay respect to Chuck Gunther, Advisory Board Member.
- IV. **Adoption of Agenda:** A motion to approve the amended agenda was made by Steve Main second by Karen Beatty.
- V. **Adoption of Minutes:** A motion to approve the minutes for June 6<sup>th</sup> CRA meeting was made by Steve Main Second by Karen Beatty. August minutes were informational only.
- VI. **Presentations:**
  - a. **Cirrus Pointe- Vestcor Companies, LLC** – Brian Cougar and Kevin Troup from Vestcor attended to go over the amendments for the existing RPUD on the Cirrus Pointe property. County Staff was present Cormac Giblin and Nancy Gundlach. The two existing low rental income properties that Vestcor owns is Noah's Landing and Tuscan Isles. They explained they try and do quarterly checks on those properties and they are 100 percent rented. They are proposing two alternatives, one option is to keep it as it is, and the other option is to change it to 40 percent below the low median income level. They want to reduce the square footage of the units to 650 sq. ft units. They want to change the parking to all open parking no covered parking as it is in the RPUD. They presented a conceptual site plan with more surface parking, an activity room, pool and other amenities for the tenants. Steve Main wanted to clarify that Vestcor would only want the option b which is essentially only low income rentals for this project.



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There were many questions from the Community as well as concerns that all the low income rentals are being brought back to Bayshore and not being spread out through the County. The area has been changing to increase the values of the properties through home ownership and this would ultimately bring the area back to all low income rentals and not have a positive effect on the current changes being made in this Community. Mike Sherman made a motion for the County to deny the proposed amendments to the RPUD, Second by Shane Shadis. Approved unanimously.

**VII. Old Business:**

- a. Gateway Triangle properties are proceeding along with the Comp Plan Amendment, the owners will be ready to present the project to the CRA Advisory Board.
- b. US41 Street Name Change: item was deferred to the next meeting.
- c. 17 Acre update: Tim Durham updated the Board on the submittals and highlighted the amenities that were included in the proposed site plan and has given them a link to access all three proposals for their review. CRA Director recommended having a special meeting in October to go over the proposals and make a recommendation to the BCC.
- d. Parking lots: Sketch of proposed parking lot on Becca Ave was presented. Discussion about leasing the property on Areca since the current owner feels the appraised value was below what she felt the property was worth. Karen Beatty brought up an idea to put parking in the medians and keeping landscaping on both ends of the parking spots.
- e. Diane Sullivan requested approval by the CRA Board for a mural as presented. Staff created a form to fill out to track and the completed form was submitted to approve. Steve Main made the motion to approve the mural, second by Karen Beatty. Approved unanimously.
- f. Redevelopment Plan Update: CRA Director gave an update on the status expecting to bring the scope of work and contract to the next CRA meeting. The update is anticipated to be done in a year.

**VIII. Project Updates: CRA Director reviewed the Project Manager's Report as provided in the agenda packet.**

- IX. Request for Payments:** None other than routine. All invoices were located in the book on the committee table for review.

**X. New Business:**

- a. Advisory Board vacancy has been posted for the Gateway Triangle resident or business owner.





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- b. Commercial Improvement Grant application submittal: 2248 Tamiami Trl E. Antone Mendez the owner of the property was present to highlight the improvements. Steve Main made the motion to approve second by Mike Sherman. Passed unanimously.
- c. New projects coming into the area staff has been keeping track of and one of the projects will be coming to the CRA will be the Race Trac. The other project is a storage facility off of Tamiami Trl E. and Linwood Way and the Director was asking if the CRA wanted a subcommittee to go over the architectural design and bring the discussions back to the Board.

**XI. Advisory Board General Communications:** The Advisory Board discussed the issues that Ankrolab Microbrewery is having with the owner of 3570 Bayshore Dr. and there was a recommendation for staff to draft a letter to the owner as well as the BCC to approve the use and the business in the district. Maurice Gutierrez made a motion that the Advisory Board supports the use to the Community, second by Shane Shadis. Passed unanimously. Windstar letter to the Collier County Planning Commission was provided to the Advisory Board for their information.

**XII. Citizen Comments:**

**XIII. Next Meeting Date:** The next CRA advisory committee meeting is October 3rd, 2017 at 5p.m. at the East Naples Community Park located at 3500 Thomasson Dr.

**XIV. Adjournment** – The meeting adjourned at 8:30 p.m.

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**ORIGINAL DOCUMENTS CHECKLIST & ROUTING SLIP**  
**TO ACCOMPANY ALL ORIGINAL DOCUMENTS SENT TO**  
**THE BOARD OF COUNTY COMMISSIONERS OFFICE FOR SIGNATURE**

Print on pink paper. Attach to original document. The completed routing slip and original documents are to be forwarded to the County Attorney Office at the time the item is placed on the agenda. All completed routing slips and original documents must be received in the County Attorney Office no later than Monday preceding the Board meeting.

**\*\*NEW\*\* ROUTING SLIP**

Complete routing lines #1 through #2 as appropriate for additional signatures, dates, and/or information needed. If the document is already complete with the exception of the Chairman's signature, draw a line through routing lines #1 through #2, complete the checklist, and forward to the County Attorney Office.

Route to Addressee(s) (List in routing order)	Office	Initials	Date
1.			
2. County Attorney Office	County Attorney Office	JAB	6/22/17
3. BCC Office	Board of County Commissioners	PF by JH/s/	6-23-17
4. Minutes and Records	Clerk of Court's Office	Pm	6/23/17
5. Shirley Garcia	Bayshore CRA		

3:04pm

**PRIMARY CONTACT INFORMATION**

Normally the primary contact is the person who created/prepared the Executive Summary. Primary contact information is needed in the event one of the addressees above, may need to contact staff for additional or missing information.

Name of Primary Staff Contact / Department	Shirley Garcia	Phone Number	(239) 643-1115
Agenda Date Item was Approved by the BCC	June 13, 2017 ✓	Agenda Item Number	16.B.1 ✓
Type of Document Attached	Amendment 1 to TT of Naples lease agreement with Bayshore CRA ✓	Number of Original Documents Attached	1 ✓
PO number or account number if document is to be recorded	N/A		

**INSTRUCTIONS & CHECKLIST**

	Initial the Yes column or mark "N/A" in the Not Applicable column, whichever is appropriate.	Yes (Initial)	N/A (Not Applicable)
1.	Does the document require the chairman's original signature? <i>Stampok</i>	SMG	
2.	Does the document need to be sent to another agency for additional signatures? If yes, provide the Contact Information (Name; Agency; Address; Phone) on an attached sheet.		N/A
3.	Original document has been signed/initialed for legal sufficiency. (All documents to be signed by the Chairman, with the exception of most letters, must be reviewed and signed by the Office of the County Attorney.	JAB	
4.	All handwritten strike-through and revisions have been initialed by the County Attorney's Office and all other parties except the BCC Chairman and the Clerk to the Board	SMG	N/A
5.	The Chairman's signature line date has been entered as the date of BCC approval of the document or the final negotiated contract date whichever is applicable.	SMG	
6.	"Sign here" tabs are placed on the appropriate pages indicating where the Chairman's signature and initials are required.	SMG	
7.	In most cases (some contracts are an exception), the original document and this routing slip should be provided to the County Attorney Office at the time the item is input into Accela. Some documents are time sensitive and require forwarding to Tallahassee within a certain time frame or the BCC's actions are nullified. <b>Be aware of your deadlines!</b>	SMG	N/A
8.	The document was approved by the BCC on 06/13/2017 and all changes made during the meeting have been incorporated in the attached document. The County Attorney's Office has reviewed the changes, if applicable.	SMG	
9.	Initials of attorney verifying that the attached document is the version approved by the BCC, all changes directed by the BCC have been made, and the document is ready for the Chairman's signature.	JAB	

**FIRST AMENDMENT TO SHORT TERM AT WILL LEASE AGREEMENT FOR  
VEHICLE STORAGE**

**THIS FIRST AMENDMENT TO THE SHORT TERM AT WILL LEASE AGREEMENT FOR VEHICLE STORAGE** entered into this 13<sup>th</sup> day of June, 2017, between TT of Naples, Inc., a Florida for profit corporation, whose mailing address is 1900 Tamiami Trail North, Naples, Florida 34102, hereinafter referred to as "LESSEE", and Collier County Community Redevelopment Agency, also known as the CRA, a political subdivision of the State of Florida, whose mailing address is in care of Real Property Management, 3335 East Tamiami Trail, Suite 101, Naples, Florida 34112, hereinafter referred to as "LESSOR", collectively stated as the "Parties".

**RECITALS**

WHEREAS, on March 14, 2017, the Parties entered into a Short Term At Will Lease Agreement for Vehicle Storage at 1991 Tamiami Trail East, Naples, Florida 34112 (hereinafter referred to as the "Lease"), incorporated herein as Exhibit "A"; and

WHEREAS, the Parties desire to amend the Lease to incorporate additional language that expressly waives all security interest or lien rights the LESSOR may have in motor vehicles or other personal property of LESSEE and/or its employees.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. The foregoing Recitals are true and correct and are incorporated by reference herein.
2. Article 8 is amended as follows:

**Article 8. Indemnity**

LESSEE, in consideration of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, shall indemnify, defend and hold harmless LESSOR, its agents and employees from and against any and all liability (statutory or otherwise), damages, claims, suits, demands, judgments, costs, interest and expenses (including, but not limited to, attorneys' fees and disbursements both at trial and appellate levels) arising, directly or indirectly, from any injury to, or death of, any person or persons or damage to property (including loss of use thereof) related to (A) LESSEE'S use of the Demised Premises, (B) any work or thing whatsoever done, or any conditions created (other than by LESSOR, its employees, agents or contractors) by or on behalf of LESSEE in or about the Demised Premises, (C) any conditions of the Demised Premises due to or resulting from any default by LESSEE in the performance of LESSEE'S obligations under this

Lease, or (D) any act, omission or negligence of LESSEE or its agents, contractors, employees, subtenants, licensee or invitees. In case any action or proceeding is brought against LESSOR by reasons of any one or more thereof, LESSEE shall pay all costs, attorneys' fees, expenses and liabilities resulting therefrom and shall defend such action or proceeding if LESSOR shall so request, at LESSEE'S expense, by counsel reasonably satisfactory to LESSOR.

The LESSOR shall not be liable for any injury or damage to person or property caused by the elements or by other persons in the Demised Premises, or from the street or sub-surface, or from any other place, or for any interference caused by operations by or for a governmental authority in construction of any public or quasi-public works. Police and law enforcement security protection provided by law enforcement agencies to the Property are limited to those provided to any other business or agency situated in Collier County, and LESSEE acknowledges that any special security measures deemed necessary for additional protection of the Demised Premises and of LESSEE'S operation shall be the sole responsibility and cost of LESSEE and shall involve no cost or expense to LESSOR.

The LESSOR shall not be liable for any damages to or loss of, including loss due to petty theft, any property, occurring on the Demised Premises or any part thereof, and the LESSEE agrees to hold the LESSOR harmless from any claims for damages, except where such damage or injury is the result of the gross negligence or willful misconduct of the LESSOR or its employees.

LESSOR acknowledges that it shall not have and hereby expressly waives all security interest or lien rights, if any, whether statutory or otherwise, in motor vehicles or other personal property of LESSEE and/or its employees.

3. Excepting the aforementioned modifications set forth herein, all terms and conditions of the Lease remain in full force and effect. This First Amendment merges any prior written and oral understanding and agreements, if any, between the Parties with respect to the matters set forth herein.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Short Term At Will Lease Agreement for Vehicle Storage on the date and year first above written.

**Signatures follow on next page**

LESSEE:

TT of Naples, Inc.

WITNESSES:

[Signature]  
Print Name: Craig J. Luning

[Signature]  
Print Name: Laura Prescott

By: [Signature]  
Jason Reidel, General Manager

BOARD:

Attest:  
DWIGHT E. BROCK, Clerk

COLLIER COUNTY COMMUNITY  
REDEVELOPMENT AGENCY

By: [Signature] DEPUTY CLERK  
Attest as to Chairman's  
signature only.  
Approved as for form  
and legality

By: [Signature]  
Donna Fiala, CHAIRMAN

[Signature]  
Jennifer A. Belpedio  
Assistant County Attorney

DOB  
4/25/17



EXHIBIT

A

Page

1

of

6

Lease # \_\_\_\_\_

SHORT TERM AT WILL LEASE AGREEMENT

THIS SHORT TERM AT WILL LEASE AGREEMENT ("Lease") entered into this 14<sup>th</sup> day of March, 2017, between TT of Naples Inc., a Florida for profit corporation, whose mailing address is 1720 Collier Blvd, Naples, Florida 34112, hereinafter referred to as "LESSEE," and COLLIER COUNTY COMMUNITY REDEVELOPMENT AGENCY, also known as the CRA, a political subdivision of the State of Florida, whose mailing address is in care of Real Property Management, 3335 East Tamiami Trail, Suite 101, Naples, Florida 34112, hereinafter referred to as "LESSOR."

WITNESSETH

WHEREAS, the property that is the subject of this Lease is presently under contract to be sold to a developer to construct a mixed use land development project that will benefit the citizens of the Bayshore Gateway Triangle Community Redevelopment Area as well as the community of Collier County;

WHEREAS, it serves a valid public purpose for the property to be used without modification to generate revenue while the contract is pending;

WHEREAS, this Lease was publically noticed in accordance with Section 163.380, Florida Statutes on February 10, 2017;

In consideration of the mutual covenants contained herein, and other valuable consideration, the parties agree as follows:

ARTICLE 1. Demised Premises and Use

LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR the property located at 1991 Tamiami Trail East, Naples, Florida 34112, as shown on Exhibit "A," which is attached hereto and made a part hereof this Lease, hereinafter called the "Demised Premises," situated in the County of Collier and the State of Florida, for the sole purpose of vehicle storage. The Demised Premises is accepted by the LESSEE in 'as is' condition, no other use than the use stated above shall be conducted at the Property. LESSEE shall comply with all statutes, ordinances, rules, orders, regulations and the requirements of the federal, state, and city government applicable to its use of the Demised Premises.

ARTICLE 2. Term of Lease

The term shall begin on March 15, 2017 and shall continue on a month-to-month basis.

LESSOR and LESSEE reserve the right to terminate this Lease, with or without cause, by providing the other party with thirty (30) days written notice to the address set forth in Article 13 of this Lease. Said notice shall be effective upon placement of the notice in an official depository of the United States Post Office, Registered or Certified Mail, Postage Prepaid.

If LESSEE does not vacate the Demised Premises upon the expiration or earlier termination of this Lease, LESSEE shall be a tenant at sufferance for the holdover period and all of the terms and provisions of this Lease shall be applicable during that period, except that LESSEE shall pay LESSOR (in addition to any other sums payable under this Lease) as rent for the period of such holdover an amount equal to

540

two times the base rent which would have been payable by LESSEE had the holdover period been a part of the original terms of the Lease without waiver of Landlord's right to remove LESSEE from the Demised Premises and recover money damages and attorney's fees as permitted by law.

ARTICLE 3. Rent

LESSEE hereby covenants and agrees to pay as rent for the Demised Premises the sum of \$30,000 Dollars per annum to be paid in equal monthly installments of \$2,500 each, all in advance on the first day of every calendar month during the term hereof. If the terms of this Lease commence or end on a day other than the first day of the month, LESSEE shall pay rent equal to one thirtieth (1/30th) of the monthly base rent multiplied by the number of rental days of such fractional month. LESSEE will also be responsible for the payment of additional rent as provided for in ARTICLE 4 of this Lease.

Following the first year of occupancy, the annual rent shall be increased each year thereafter by 3% compounded annually.

ARTICLE 4. Other Expenses and Charges

LESSEE shall pay monthly costs associated with its use of the Demised Premises to include electric, water and sewer services used during the tenure of the lease. LESSEE shall connect utilities into its name beginning the first day of the Lease.

LESSEE shall acquire all government approvals in connection with its use and occupancy of the Demised Premises and provide copies of such approvals to the LESSOR beginning the first day of the Lease.

ARTICLE 5. Modifications to Demised Premises

Changes, alterations, additions or improvements to the Demised Premises are not authorized.

LESSEE covenants and agrees not to use, occupy, suffer or permit said Demised Premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority. The Demised Premises shall only be used for vehicle storage. No buildings or structures shall be utilized in this Lease. Repair and sales are prohibited.

ARTICLE 6. Access to Demised Premises

Only authorized employees of LESSEE are permitted on the Demised Premises.

LESSOR, its duly authorized agents, representatives and employees, shall have the right after reasonable notice to LESSEE, to enter into and upon the Demised Premises or any part thereof at all reasonable hours for the purpose of examining the same and making repairs or providing services therein, and for the purposes of inspection for compliance with the provisions of this Lease.

ARTICLE 7. Assignment and Subletting

LESSEE covenants and agrees not to assign this Lease or to sublet the whole or any part of the Demised Premises, or to permit any other persons to occupy same.

#### ARTICLE 8. Indemnity

LESSEE, in consideration of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, shall indemnify, defend and hold harmless LESSOR, its agents and employees from and against any and all liability (statutory or otherwise), damages, claims, suits, demands, judgments, costs, interest and expenses (including, but not limited to, attorneys' fees and disbursements both at trial and appellate levels) arising, directly or indirectly, from any injury to, or death of, any person or persons or damage to property (including loss of use thereof) related to (A) LESSEE'S use of the Demised Premises, (B) any work or thing whatsoever done, or any conditions created (other than by LESSOR, its employees, agents or contractors) by or on behalf of LESSEE in or about the Demised Premises, (C) any conditions of the Demised Premises due to or resulting from any default by LESSEE in the performance of LESSEE'S obligations under this Lease, or (D) any act, omission or negligence of LESSEE or its agents, contractors, employees, subtenants, licensee or invitees. In case any action or proceeding is brought against LESSOR by reasons of any one or more thereof, LESSEE shall pay all costs, attorneys' fees, expenses and liabilities resulting therefrom and shall defend such action or proceeding if LESSOR shall so request, at LESSEE'S expense, by counsel reasonably satisfactory to LESSOR.

The LESSOR shall not be liable for any injury or damage to person or property caused by the elements or by other persons in the Demised Premises, or from the street or sub-surface, or from any other place, or for any interference caused by operations by or for a governmental authority in construction of any public or quasi-public works. Police and law enforcement security protection provided by law enforcement agencies to the Property are limited to those provided to any other business or agency situated in Collier County, and LESSEE acknowledges that any special security measures deemed necessary for additional protection of the Demised Premises and of LESSEE'S operation shall be the sole responsibility and cost of LESSEE and shall involve no cost or expense to LESSOR.

The LESSOR shall not be liable for any damages to or loss of, including loss due to petty theft, any property, occurring on the Demised Premises or any part thereof, and the LESSEE agrees to hold the LESSOR harmless from any claims for damages, except where such damage or injury is the result of the gross negligence or willful misconduct of the LESSOR or its employees.

#### ARTICLE 9. Insurance

LESSEE shall provide and maintain General Liability and Business Automobile insurance policy(ies), approved by the Collier County Risk Management Division, for not less than One Million Dollars (\$1,000,000.00) combined single limits during the term of this Agreement. LESSOR (Collier County) shall be named as an additional insured on the General Liability policy. Evidence of such insurance shall be provided annually to the Bayshore Gateway Community Redevelopment Agency, 3570 Bayshore Drive, Suite 102, Naples, Florida, 34112, for approval, and shall include a provision requiring ten (10) days prior written notice to Collier County Risk Management Department Director with a copy to the Bayshore Gateway Community Redevelopment Agency, in the event of cancellation.

The LESSEE acknowledges and agrees that no changes or cancellations to the insurance coverage will occur without thirty (30) days prior written notice to LESSOR. LESSEE shall ensure that LESSEE'S insurance provider will be responsible for notifying the LESSOR directly of any changes related to insurance coverage. LESSOR reserves the right to reasonably amend the insurance requirements by issuance of notice in writing to LESSEE, whereupon receipt of such notice, LESSEE shall have thirty (30) days in which to obtain such additional insurance.

ARTICLE 10. Maintenance

LESSEE shall keep the Demised Premises clean and free from weeds, rubbish, dirt, other debris.

ARTICLE 11. Default by LESSEE

Failure of LESSEE to comply with any provision or covenant of this Lease shall constitute a default and LESSOR may, at its option, terminate this Lease after providing written notice to LESSEE, as specified in Article 2 of this Lease, unless the default be cured within the notice period (or such additional time as is reasonably required to correct such default).

ARTICLE 12. Default by LESSOR

LESSOR shall in no event be charged with default in the performance of any of its obligations hereunder unless and until LESSOR shall have failed to perform such obligations within thirty (30) days (or such additional time as is reasonably required to correct such default) after notice to LESSOR by LESSEE properly specifying wherein LESSOR has failed to perform any such obligations.

ARTICLE 13. Notices

Any notice which LESSOR or LESSEE may be required to give to the other party shall be in writing to the other party at the following addresses:

LESSOR:

Board of County Commissioners  
c/o Real Property Management  
3335 East Tamiami Trail, Suite 101  
Naples, Florida 34112  
cc: Office of the County Attorney

LESSEE:

TT of Naples, Inc.  
c/o Terry Taylor, President  
505 S. Flagler Drive., Suite 700  
West Palm Beach, FL 33401

ARTICLE 14. Surrender of Premises

LESSEE shall deliver up and surrender to LESSOR possession of the Demised Premises at the termination of this Lease, or its earlier termination as herein provided, broom clean and in as good condition and repair as the same shall be at the commencement of the term of this Lease or may have been put by LESSOR or LESSEE during the continuance thereof, ordinary wear and tear and damage by fire or the elements beyond LESSEE'S control excepted.

ARTICLE 15. General Provisions

LESSEE expressly agrees to refrain from any use of the Demised Premises which would interfere with or adversely affect the operation or maintenance of LESSOR'S standard operations where other operations share common facilities.

- (a) Rights not specifically granted the LESSEE by this Lease are hereby reserved to the LESSOR.
- (b) LESSEE agrees to pay all sales tax imposed on the rental of the Demised Premises where applicable under law.



- (c) LESSEE agrees to pay all intangible personal property taxes that may be imposed due to the creation, by this Lease, of a leasehold interest in the Demised Premises or LESSEE'S possession of said leasehold interest in the Demised Premises.

ARTICLE 16. Environmental Concerns

No hazardous materials shall be discharged in the air, ground, or sewer. LESSEE represents, warrants and agrees to indemnify, reimburse, defend and hold harmless LESSOR, from and against all costs (including attorneys fees) asserted against, imposed on or incurred by LESSOR directly or indirectly pursuant to or in connection with the application of any federal, state, local or common law relating to pollution or protection of the environment.

ARTICLE 17. Radon Gas

In compliance with Section 404.056, Florida Statutes, all parties are hereby made aware of the following:

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Department.

ARTICLE 18. Extent of Liens

All persons to whom these presents may come are put upon notice of the fact that the interest of the LESSOR in the Demised Premises shall not be subject to liens for improvements made by the LESSEE, and liens for improvements made by the LESSEE are specifically prohibited from attaching to or becoming a lien on the interest of the LESSOR in the Demised Premises or any part of either. This notice is given pursuant to the provisions of and in compliance with Section 713.10, Florida Statutes.

ARTICLE 19. Effective Date

This Lease shall become effective upon execution by both LESSOR and LESSEE.

ARTICLE 20. Governing Law

This Lease shall be governed and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have hereunder set forth their hands and seals.

AS TO LESSEE:

DATED: 3-27-17

[Signature]

WITNESS (signature)

Laura Prescott

(print name)

[Signature]

WITNESS (signature)

BECKY WATTS

(print name)

BY: [Signature]

Jason Reidol, General Manager

AS TO THE LESSOR:

DATED: 3/31/17

ATTEST:

DWIGHT E. BROCK, Clerk

[Signature]

Attest as to Chairman's  
signature only.

COLLIER COUNTY COMMUNITY  
REDEVELOPMENT AGENCY  
COLLIER COUNTY, FLORIDA

BY: [Signature]

PENNY TAYLOR, Chairman

DONNA FIALA

Approved as to form and legality:

[Signature]  
Jennifer A. Delpedio, Assistant County Attorney

**From:** GarciaShirley  
**Sent:** Monday, October 02, 2017 10:32 AM  
**To:** ScottTami  
**Subject:** FW: New Car storage/parking on CRA sight under contract with REPTRS  
**Attachments:** Lease Agreement.pdf

Here is the current lease attached the only thing they are requesting is an amendment to move to 1936 Davis Blvd. Location and increase their storage of cars and the rent amount to 3500.00 from their current amount of 2500.00 a month. They would like to have 100-200 vehicles on site.

Shirley

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**From:** Jerry Starkey [<mailto:js@reptrs.com>]  
**Sent:** Thursday, September 28, 2017 4:24 PM  
**To:** GarciaShirley  
**Cc:** ForesterDebrah; ScottTami  
**Subject:** New Car storage/parking on CRA sight under contract with REPTRS

Shirley,

I hope all is well and that you fared reasonably well with the storm. We had landscape and tree damage, but it could've been much, much worse. I think Collier/Naples dodged a bullet.

You will recall the attached lease with TT of Naples to store cars on the site we have under contract. I received a call that they would like to add more cars to the lot next door which is also on the property we have under contract. We support this request.

The current lease may actually allow this without additional consent, but if not perhaps only the legal description needs to be expanded (maybe it already includes this lot?). Anyway, we would like to expedite the CRA consent for them to put cars on the lot next door, which again is on the property we have under contract, and this would increase the monthly rent to be received by the CRA. I think they expect to store between 100 & 200 cars.

Please let me know the next steps and if as a gesture of good will we can inform TT of Naples that it is ok to start expand the storage now.

Thanks, JS.

Jerry Starkey

RE Partners International, LLC  
1415 Panther Lane  
Naples, Florida 34109  
Tel: 239-514-4001  
Fax: 239-514-4005  
[www.reptrs.com](http://www.reptrs.com)

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size=2 width="100%" align=center>

Under Florida Law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by telephone or in writing.

New location for TT of Naples- 1936 Davis Blvd



Current Location TT of Naples- 1991 Tamiami Trl. E.





Prepared without opinion of title by and return to:

Peter M. Starling, Esq.

STARLING LAW, P.A.

599 9<sup>th</sup> Street North, Suite 203

Naples, Florida 34102

Parcel I.D. (Folio) No:

No Monetary Consideration.

QUIT CLAIM DEED  
REMOVING AND CREATING DEED RESTRICTIONS

THIS QUIT CLAIM DEED REMOVING AND CREATIGN DEED RESTRICTIONS is made this \_\_\_\_ day of October, 2017 by the Collier County Community Redevelopment Agency, whose post office address is 3299 Tamiami Trail E. Naples, Florida 34112, hereinafter called the Grantor, to Love & Legacy, LLC, a Florida limited liability company, whose post office address is 280 Henley Drive, Naples, Florida 34104, hereinafter called the Grantee:

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10 and other valuable consideration, receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all its right, title, and interest that certain land situated in Collier County, Florida, and described as:

SEE ATTACHED EXHIBIT "A"  
ATTACHED HERETO AND MADE A PART HEREOF  
the "Conveyed Property"

SUBJECT TO the following deed restrictions.

1. The Conveyed Property is restricted to residential structures that conform to the design standards of the Bayshore Mixed Use Overlay District;
2. All homes constructed on the Conveyed Property are limited to single family homes of concrete block or a similar method of reinforced building construction.
3. Mobile homes shall not be permitted on the conveyed property.
4. If the Conveyed Property remains unimproved at the time of this conveyance, Grantee shall use its best efforts to make sure that the Conveyed Property is sold such that it will be owner occupied or occupied by seasonal residents; however, nothing contained herein shall restrict the right of any owner to lawfully rent its property.

5. Before the initial construction of a residence upon the Conveyed Property, the Collier County Community Redevelopment Agency may request copies of the building plans, construction schedule, or other related to the type and timing of the proposed home construction from Grantee or its successors and assigns.

6. Grantee shall keep the Collier County Community Redevelopment Agency reasonably informed as to the process of the construction of any home on the Conveyed Property.

7. Grantee agrees to commence and diligently pursue construction of a residence in accordance with the terms of this Deed within 24 months of the date of this conveyance, subject to fire, flood, earthquake, or other similar force majeure or cause to those noted herein, or other written agreement between Grantee and the Collier County Community Redevelopment Agency.

8. Should Grantee or Grantee's successors or assigns not comply with Paragraph 7 above, the Collier County Community Redevelopment Agency may at its option commence a proceeding to enforce the restriction after giving Grantee at least 45 days notice of its intent to take such enforcement action.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, equity and claim whatsoever of the said Grantor, either in law or equity, to the proper use, benefit and profit of the said Grantee forever.

Subject to easements, restrictions, reservations, encumbrances and mortgages of record and taxes hereafter due and payable, except that the prior deed restriction contained in that certain Statutory Deed dated May 13, 2014 and recorded in Official Records Book 5048, Page 725, Public Records of Collier County, Florida, specifically that "parcels not receiving a certificate of occupancy within 24 months of close and settlement shall automatically revert to Seller or its successors or assigns, without the necessity of Seller or its successors or assigns taking any affirmative action to effectuate the transfer as further set forth in Exhibit "B" are deemed removed and replaced with the restrictions contained in this Deed.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed by the Collier County Community Redevelopment Agency, acting through its Chairman, the date and year aforesaid.

Signed, sealed and delivered in our presence:

COLLIER COUNTY COMMUNITY  
REDEVELOPMENT AGENCY

\_\_\_\_\_  
\_\_\_\_\_  
(Printed Name of Witness)

\_\_\_\_\_  
BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(Printed Name of Witness)

STATE OF FLORIDA  
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared \_\_\_\_\_, as \_\_\_\_\_ of the Collier County Community Redevelopment Agency, who was identified by his/her driver's license and who executed the foregoing instrument and acknowledged before me that he/she freely executed the same on behalf of the Collier County Community Redevelopment Agency and did take an oath.

WITNESS my hand and official seal in the County and State aforesaid this \_\_\_\_\_ day of October, 2017.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Printed Name of Notary)  
My commission expires:

BAYSHORE CRA  
Folio Numbers: 61840280003, 61839680009, 61839560006,  
61839440003, 61840320002, 29430240000, 53352920005, 53352880006,  
61839120006, 53351480009, 53351680003, 53351800003, 53350240004,  
29430320001, 53350260000, 53352200000, 53352240002 & 53352160001

Return to: **WEST TITLE** (028-2) 120  
1410-9996 Tamiami Tr N - Suite 120  
Naples FL 34103-3592

Consideration \$271,300  
Doc Stamp \$1,899.10

**STATUTORY DEED**

THIS STATUTORY DEED, made this 13<sup>th</sup> day of May, 2014, by  
**COLLIER COUNTY COMMUNITY REDEVELOPMENT AGENCY**, its successors and  
assigns, whose mailing address is 3299 Tamiami Trail E., Naples, FL 34112,  
hereinafter called the Grantor, to **LOVE & LEGACY LLC**, a Florida limited liability  
company, whose mailing address is 4947 Tamiami Trail North, Suite 106, Naples,  
Florida 34103, hereinafter called the Grantee.

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and their  
respective heirs, successors or assigns.)

WITNESSETH that the Grantor, for and in consideration of the sum of Ten  
Dollars, (\$10.00) to it in hand paid by the Grantee, receipt whereof is hereby  
acknowledged, does hereby grant, bargain and sell unto the Grantee, the following  
described land lying and being in Collier County, Florida:

SEE ATTACHED EXHIBIT "A",  
ATTACHED HERETO AND MADE A PART HEREOF

**SUBJECT TO** the following deed restrictions:

1. Property is restricted to residential structures that conform to the design  
standards of the Bayshore Mixed Use Overlay District;
2. Mobile homes shall not be permitted on this site; and
3. Parcels not receiving a certificate of occupancy within 24 months of close and  
settlement shall automatically revert to Seller or its successors or assigns, without  
the necessity of Seller or its successors or assigns taking any affirmative action to  
effectuate the transfer as further set forth in Exhibit "B".

Further subject to easements, restrictions, and reservations of record.

IN WITNESS WHEREOF the said Grantor has caused these presents to be  
executed by the Collier County Community Redevelopment Agency, acting through its  
Chairman, the day and year aforesaid.

This Conveyance Approved by BCC: May 13, 2014 - Agenda Item # 14B1

ATTEST:  
DWIGHT E. BROCK, Clerk

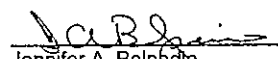
  
Attest as to Chairman Deputy Clerk  
signature only.

COLLIER COUNTY COMMUNITY  
REDEVELOPMENT AGENCY

BY:

  
DONNA FIALA, Chairman

Approved as to form and legality:

  
Jennifer A. Belpedho  
Assistant County Attorney



## EXHIBIT "A"

PARCEL #1: 3155 Karen Drive (Tax Id # 61840320002), described as: Lot 15, Tarpon Mobile Home, more particularly described as: Beginning at the Northeast corner of Lot 100, Naples Grove and Truck Co's Little Farms No. 2, according to plat in Plat Book 1, Page 27<sub>A</sub> Public Records of Collier County, Florida; thence North 89 degrees 26 minutes 46 seconds West, 480.0 feet to the POINT OF BEGINNING: thence South 00 degrees 09 minutes 00 seconds West, 139.0 feet; thence South 89 degrees 26 minutes 40 seconds East, 60.0 feet; thence North 00 degrees 09 minutes 00 seconds East, 139.0 feet; thence North 89 degrees 26 minutes 40 seconds West, 60.0 feet to the POINT OF BEGINNING.

PARCEL #2: 3175 Karen Drive (Tax Id # 61839440003), described as: Lot 16, of an unrecorded plat: Commencing at the Northeast corner of Lot 100, Naples Grove and Truck Co's Little Farms No. 2, according to plat in Plat Book 1, Page 27<sub>A</sub> Public Records of Collier County, Florida; thence North 89 degrees 26 minutes 40 seconds West, 420.0 feet to the POINT OF BEGINNING: thence South 00 degrees 09 minutes 00 seconds West, 139.0 feet; thence South 89 degrees 26 minutes 40 seconds East, 60.0 feet; thence North 00 degrees 09 minutes 00 seconds East, 139.0 feet; thence North 89 degrees 26 minutes 40 seconds West, 60.0 feet to the POINT OF BEGINNING.

PARCEL #3: 3152 Karen Drive (Tax Id # 61839680009), described as: Lot 37, Tarpon Mobile Homes, more particularly described as follows: Beginning at the Northeast corner of Lot 100, Naples Grove and Truck Co.'s Little Farms No. 2, according to the plat in Plat Book 1, Page 27<sub>A</sub> of the Public Records of Collier County, Florida; thence South 00 degrees, 09 minutes, 50 seconds, West 337.8 feet; thence North 89 degrees, 27 minutes 00 seconds, West 480.0 feet to the POINT OF BEGINNING: thence North 00 degrees, 09 minutes 00 seconds, East 139.0 feet; thence South 89 degrees, 27 minutes 00 seconds, East 60.0 feet; thence South 00 degrees, 09 minutes 00 seconds, West 139.0 feet; thence North 89 degrees, 27 minutes 00 seconds, West 60.0 feet to the POINT OF BEGINNING.

PARCEL #4: 3000 Karen Drive (Tax Id # 61839560006), described as: Lot 28, Tarpon Mobile Homesites, more particularly described as follows: Beginning at the Northwest corner of Lot 100, Naples Grove and Truck Co.'s Little Farms No. 2, according to the Plat Book 1, Page 27<sub>A</sub> of the Public Records of Collier County, Florida; thence South 00 degrees, 09 minutes 00 seconds, West 337.9 feet; thence South 89 degrees, 27 minutes 00 seconds, East 296.81 feet to the POINT OF BEGINNING: thence South 89 degrees, 27 minutes 00 seconds, East 60.0 feet; thence North 00 degrees, 09 minutes 00 seconds, East 139.0 feet; thence North 89 degrees, 26 minutes 40 seconds, West 60.0 feet; thence South 00 degrees, 09 minutes 00 seconds, West 139.0 feet to the POINT OF BEGINNING.

PARCEL #5: 3205 Karen Drive (Tax Id # 61840280003), described as: Lot 18 Tarpon Mobile Homesites, more particularly described as follows: Beginning at the Northeast corner of Lot 100, Naples Grove and Truck Co.'s Little Farms No. 2 Subdivision, according to the Plat Book 1, Page 27<sub>A</sub> of the Public Records of Collier County, Florida; thence North 89 degrees, 26 minutes 40 seconds, West 300.0 feet to the POINT OF BEGINNING: thence South 00 degrees, 09 minutes 00 seconds, West 139.0 feet; thence South 89 degrees, 26 minutes 40 seconds, East 60.0 feet; thence North 00 degrees, 09 minutes 00 seconds, East 139.0 feet; thence North 89 degrees, 26 minutes 40 seconds, West 60.0 feet to the POINT OF BEGINNING.

PARCEL #6: 3258 Lunar Street (Tax Id # 29430240000), described as: Lot 7, Crews Subdivision, in accordance with and subject to the plat recorded in Plat Book 9, Page 48, Public Records of Collier County, Florida.

PARCEL #7: 3029 Lunar Street (Tax Id # 53352920005), described as: Lot 90, Lake Kelly, Unit 2, in accordance with and subject to the plat recorded in Plat Book 3, Page 93, Public Records of Collier County, Florida.

PARCEL #8: 3037 Lunar Street (Tax Id # 53352880006), described as: Lot 89, Lake Kelly, Unit 2, in accordance with and subject to the plat recorded in Plat Book 3, Page 93, Public Records of Collier County, Florida.

PARCEL #9: 3015 Karen Drive (Tax Id # 61839120006), described as: Lot 7, Tarpon Mobile Estates, an unrecorded plat, more particularly described as follows: Beginning at the Northwest corner of Lot 100, Naples Grove and Truck Co's Little Farms No. 2, in accordance with and subject to the plat recorded in Plat Book 1, Page 27A, Public Records of Collier County, Florida; thence South 89 degrees 26 minutes 40 seconds East 356.81 feet to the POINT OF BEGINNING; thence South 89 degrees 26 minutes 40 seconds East 60.0 feet; thence South 00 degrees 09 minutes 50 seconds West 139.0 feet; thence North 89 degrees 27 minutes 00 seconds West 60.0 feet; thence North 00 degrees 09 minutes 00 seconds West, 139.0 feet to the POINT OF BEGINNING.

Lot 100 of Naples Grove and Truck Co's Little Farms No. 2 Subdivision and Lot 100 of Naples Groves and Truck Co's Little Farms No. 2, Section 23 Township 50 South, Range 25 East, as recorded in Plat Book 1, Page 27A, Public Records of Collier County, Florida are one and the same.

PARCEL #10: 3991 New Moon Ct (Tax Id # 53351480009), described as: Lot 43, Lake Kelly, Unit 2, in accordance with and subject to the plat recorded in Plat Book 3, Page 93, Public Records of Collier County, Florida.

PARCEL #11: 3962 Harvest Ct (Tax Id # 53351680003), described as: Lot 48, Lake Kelly, Unit 2, in accordance with and subject to the plat recorded in Plat Book 3, Page 93, Public Records of Collier County, Florida.

PARCEL #12: 4000 Harvest Ct (Tax Id # 53351800003), described as: Lot 51, Lake Kelly, Unit 2, in accordance with and subject to the plat recorded in Plat Book 3, Page 93, Public Records of Collier County, Florida.

PARCEL #13: 4032 Full Moon Ct (Tax Id # 53350240004), described as: Lot 7, Lake Kelly, Unit 2, in accordance with and subject to the plat recorded in Plat Book 3, Page 93, Public Records of Collier County, Florida.

PARCEL #14: 3252 Lunar (Tax Id # 29430320001), described as: Lot 9, Crews Subdivision, in accordance with and subject to the plat recorded in Plat Book 9, Page 48, Public Records of Collier County, Florida.

PARCEL #15: 4048 Full Moon Ct (Tax Id # 53350260000), described as: Lot 8, Lake Kelly, Unit 2, in accordance with and subject to the plat recorded in Plat Book 3, Page 93, Public Records of Collier County, Florida.

PARCEL #16: 3991 Harvest Ct (Tax Id # 53352200000), described as: Lot 66, Lake Kelly, Unit 2, in accordance with and subject to the plat recorded in Plat Book 3, Page 93, Public Records of Collier County, Florida.

PARCEL #17: 3979 Harvest Ct (Tax Id # 53352240002), described as: Lot 67 and the South half (1/2) of Lot 68, Lake Kelly, Unit 2, in accordance with and subject to the plat recorded in Plat Book 3, Page 93, Public Records of Collier County, Florida.

PARCEL #18: 4005 Harvest Ct (Tax Id # 53352160001), described as: Lot 65, Lake Kelly, Unit 2, in accordance with and subject to the plat recorded in Plat Book 3, Page 93, Public Records of Collier County, Florida.

## EXHIBIT "B"

All homes will be single family, concrete block construction. Purchaser will make best efforts to make sure the properties are sold such that they will be owner occupied or occupied by seasonal residents.

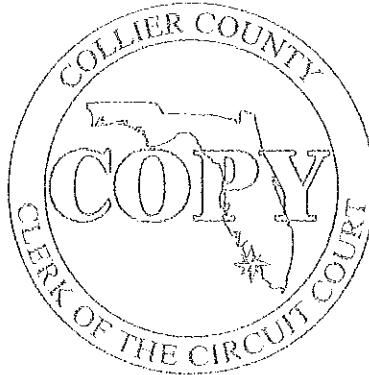
### Building Time-Frame

Phase One:	Building shall commence on first two lots within 30 days of closing.
Phase Two:	Building shall commence on next four lots within 6 months of closing.
Phase Three:	Building shall commence on six additional lots within one year of closing.
Phase Four:	Building shall commence on remaining six lots within 18 months of closing.

Buildings shall be deemed complete when a certificate of occupancy is issued.

Subject to force majeure, parcels not receiving a certificate of occupancy within 24 months of close and settlement shall automatically revert to Seller or its successors or assigns, without the necessity of Seller or its successors or assigns taking any affirmative action to effectuate the reverter.

Force Majeure: Fire, flood, earthquake or hurricane or for any other cause similar to those enumerated.



BAYSHORE CRA  
 Folio Numbers: 61840280003, 61839580009, 61839560006,  
 61839440003, 61840320002, 29430240000, 53352920005, 53352880006,  
 61839120006, 53351480009, 53351680003, 53351800003, 53350240004,  
 29430320001, 53350280000, 53352200000, 53352240002 & 53352160001

### PURCHASE AND SALE AGREEMENT

THIS PURCHASE AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between COLLIER COUNTY COMMUNITY REDEVELOPMENT AGENCY, its successors and assigns, whose mailing address is 3299 Tamiami Trail E., Naples, FL 34112 (hereinafter referred to as "Seller"), and LOVE & LEGACY LLC, a Florida limited liability company, its successors and assigns, whose mailing address is 4947 Tamiami Trail North, Suite 106, Naples, Florida 34103, (hereinafter referred to as "Purchaser");

WHEREAS, Seller is the owner of those certain parcels of real property (hereinafter collectively referred to as "Property"), located in Collier County, State of Florida, and being more particularly described in Exhibit "A", attached hereto and made a part hereof by reference.

Subject to easements, restrictions, and reservations of record.

WHEREAS, Seller desires to convey the Property "as is" to Purchaser for the stated purposes and Purchaser desires to acquire the Property "as is", on the terms and conditions set forth herein; and

WHEREAS, Purchaser has agreed to compensate Seller for conveyance of the Property;

NOW THEREFORE, in consideration of these premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, it is agreed by and between the parties as follows:

1. Seller shall convey the Property to Purchaser via Statutory Deed for the sum of TWO HUNDRED SEVENTY ONE THOUSAND THREE HUNDRED and no/100 Dollars (\$271,300), payable by wire transfer (said transaction hereinafter referred to as the "Closing"). Said payment shall be full compensation for the Property conveyed. This is a cash transaction with no contingencies for financing.
2. Purchaser shall deliver a deposit of TWENTY SEVEN THOUSAND ONE HUNDRED THIRTY and no/100 Dollars (\$27,130) together with this Agreement signed by Purchaser. The deposit will be held in escrow by Michael Baviell, Jr., P.A., ("Escrow Agent") subject to clearance. Escrow Agent's address is 800 Seagate Dr., #204, Naples, FL 34103; Phone: (239) 434-6644.
3. The effective date of the Agreement shall be the date the CRA Chairman signs the Agreement ("Effective Date").
4. Seller shall provide Purchaser with a copy of their existing Owner's Title Insurance Policies as title evidence. Purchaser, at their expense, will be responsible for obtaining their own title insurance commitment and Owner's Policy of Title Insurance.
5. The Closing of the transaction shall be held on or before thirty (30) days from the Effective Date. At Closing, Purchaser shall deliver the wire transfer to Seller and Seller shall deliver the fully executed Statutory Deed to the Purchaser. Purchaser shall be entitled to full possession of the Property at Closing.
6. Seller shall convey a marketable fee simple title free of any liens, encumbrances, exceptions, or qualifications. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar and in accordance with law.
7. Each party shall be responsible for the payment of its own attorney's fees, if any. Purchaser, at its sole cost and expense, shall pay at Closing all documentary stamp taxes due relating to the recording of the Statutory Deed, in accordance with Chapter 201.01, Florida Statutes, and the cost of the title commitment and the title policy. Purchaser shall pay for the cost of recording the Statutory Deed. The cost of recording any instruments necessary to clear Seller's title to the Property will be paid by Seller.
8. Ad Valorem and Non-Ad Valorem property taxes shall be prorated between Seller and Purchaser on a 365-day calendar or fiscal year, as appropriate, and shall be based on the current year's tax. If Closing occurs at a date which the current year's tax is not fixed, taxes will be prorated based upon such prior year's tax. In determining prorations, the closing date shall be allocated to Purchaser.
9. Brokerage commissions in the amount of SIXTEEN THOUSAND TWO HUNDRED AND SEVENTY EIGHT and no/100 Dollars (\$16,278) shall be paid out of the Seller's proceed at the time of closing.
10. Purchaser acknowledges there shall be covenants that run with the lands of the property within the Community Redevelopment Plan and herein described that will be fully binding on any successors, heirs, and assigns of owners who may acquire any right, title, or interest in or to the property: A) Mobile homes shall not be permitted on this site; and B) Construction must commence as outlined in Exhibit "B".
11. Conveyance of the Property by Seller is contingent upon no other provisions, conditions, or premises other than those so stated herein; and the written Agreement shall constitute the

*Cay*



## Purchase Agreement

Page 2

entire Agreement and understanding of the parties, and there are no other prior or written or oral agreements, undertakings, promises, warranties, or covenants not contained herein.

12. This Agreement and the provisions hereof shall be effective as of the date this Agreement is executed by both parties and shall inure to the benefit of and be binding upon both parties hereto and their respective heirs, executors, personal representatives, successors, successor trustees, and/or assignees, whenever the context so requires or admits.
13. Any amendment to this Agreement shall not bind any of the parties hereto unless such amendment is in writing and executed and dated by Purchaser and Seller. Any amendment to this Agreement shall be binding upon Purchaser and Seller as soon as it has been executed by both parties.
14. No waiver of any provision of this Agreement shall be effective unless it is in writing signed by the party against whom it is asserted, and any waiver of any provision of this Agreement shall be applicable only to the specific instance to which it is related and shall not be deemed to be a continuing or future waiver as to such provision or a waiver as to any other provision.
15. This Agreement is governed and construed in accordance with the laws of the State of Florida.
16. The terms of the contract must be performed within the times specified herein as time is of the essence.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth herein below.

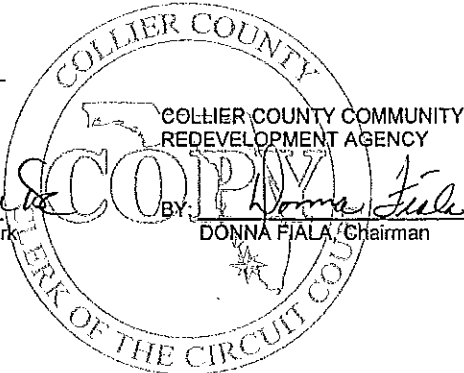
Date Property conveyance approved by BCC: 5/13/14

AS TO SELLER:

DATED: 5/19/14

ATTEST:  
DWIGHT E. BROCK, Clerk

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



COLLIER COUNTY COMMUNITY  
REDEVELOPMENT AGENCY

BY: *Donna Fiala*  
DONNA FIALA, Chairman

AS TO PURCHASER:

DATED: \_\_\_\_\_

Witness (Signature) \_\_\_\_\_

Name: \_\_\_\_\_  
(Print or Type)

Witness (Signature) \_\_\_\_\_

Name: \_\_\_\_\_  
(Print or Type)

LOVE & LEGACY LLC, a Florida  
limited liability company

By: *Galixto Montenegro*  
Galixto Montenegro, as Manager

Approved as to form and legality:

*Jennifer A. Belpedio*  
Jennifer A. Belpedio  
Assistant County Attorney



**EXHIBIT "A"**

PARCEL #1: 3155 Karen Drive (Tax Id # 61840320002), described as: Lot 15, Tarpon Mobile Home, more particularly described as: Beginning at the Northeast corner of Lot 100, Naples Grove and Truck Co's Little Farms No. 2, according to plat in Plat Book 1, Page 27A Public Records of Collier County, Florida; thence North 89 degrees 26 minutes 46 seconds West, 480.0 feet to the POINT OF BEGINNING; thence South 00 degrees 09 minutes 00 seconds West, 139.0 feet; thence South 89 degrees 26 minutes 40 seconds East, 60.0 feet; thence North 00 degrees 09 minutes 00 seconds East, 139.0 feet; thence North 89 degrees 26 minutes 40 seconds West, 60.0 feet to the POINT OF BEGINNING.

PARCEL #2: 3175 Karen Drive (Tax Id # 61839440003), described as: Lot 16, of an unrecorded plat: Commencing at the Northeast corner of Lot 100, Naples Grove and Truck Co's Little Farms No. 2, according to plat in Plat Book 1, Page 27A Public Records of Collier County, Florida; thence North 89 degrees 26 minutes 40 seconds West, 420.0 feet to the POINT OF BEGINNING; thence South 00 degrees 09 minutes 00 seconds West, 139.0 feet; thence South 89 degrees 26 minutes 40 seconds East, 60.0 feet; thence North 00 degrees 09 minutes 00 seconds East, 139.0 feet; thence North 89 degrees 26 minutes 40 seconds West, 60.0 feet to the POINT OF BEGINNING.

PARCEL #3: 3152 Karen Drive (Tax Id # 61839680009), described as: Lot 37, Tarpon Mobile Homes, more particularly described as follows: Beginning at the Northeast corner of Lot 100, Naples Grove and Truck Co's Little Farms No. 2, according to the plat in Plat Book 1, Page 27A of the Public Records of Collier County, Florida; thence South 00 degrees, 09 minutes 50 seconds, West 337.8 feet; thence North 89 degrees, 27 minutes 00 seconds, West 480.0 feet to the POINT OF BEGINNING; thence North 00 degrees, 09 minutes 00 seconds, East 139.0 feet; thence South 89 degrees, 27 minutes 00 seconds, East 60.0 feet; thence South 00 degrees, 09 minutes 00 seconds, West 139.0 feet; thence North 89 degrees, 27 minutes 00 seconds, West 60.0 feet to the POINT OF BEGINNING.

PARCEL #4: 3000 Karen Drive (Tax Id # 61839560006), described as: Lot 28, Tarpon Mobile Homesites, more particularly described as follows: Beginning at the Northwest corner of Lot 100, Naples Grove and Truck Co's Little Farms No. 2, according to the Plat Book 1, Page 27, of the Public Records of Collier County, Florida; thence South 00 degrees, 09 minutes 00 seconds, West 337.9 feet; thence South 89 degrees, 27 minutes 00 seconds, East 296.81 feet to the POINT OF BEGINNING; thence South 89 degrees, 27 minutes 00 seconds, East 60.0 feet; thence North 00 degrees, 09 minutes 00 seconds, East 139.0 feet; thence North 89 degrees, 26 minutes 40 seconds, West 60.0 feet; thence South 00 degrees, 09 minutes 00 seconds, West 139.0 feet to the POINT OF BEGINNING.

PARCEL #5: 3205 Karen Drive (Tax Id # 61840280003), described as: Lot 18 Tarpon Mobile Homesites, more particularly described as follows: Beginning at the Northeast corner of Lot 100, Naples Grove and Truck Co's Little Farms No. 2 Subdivision, according to the Plat Book 1, Page 27A of the Public Records of Collier County, Florida; thence North 89 degrees, 26 minutes 40 seconds, West 300.0 feet to the POINT OF BEGINNING; thence South 00 degrees, 09 minutes 00 seconds, West 139.0 feet; thence South 89 degrees, 26 minutes 40 seconds, East 60.0 feet; thence North 00 degrees, 09 minutes 00 seconds, East 139.0 feet; thence North 89 degrees, 26 minutes 40 seconds, West 60.0 feet to the POINT OF BEGINNING.

PARCEL #6: 3258 Lunar Street (Tax Id # 29430240000), described as: Lot 7, Crews Subdivision, in accordance with and subject to the plat recorded in Plat Book 9, Page 48, Public Records of Collier County, Florida.

PARCEL #7: 3029 Lunar Street (Tax Id # 53352920005), described as: Lot 90, Lake Kelly, Unit 2, in accordance with and subject to the plat recorded in Plat Book 3, Page 93, Public Records of Collier County, Florida.

PARCEL #8: 3037 Lunar Street (Tax Id # 53352880006), described as: Lot 89, Lake Kelly, Unit 2, in accordance with and subject to the plat recorded in Plat Book 3, Page 93, Public Records of Collier County, Florida.

CM CAO

## Purchase Agreement

Page 4

PARCEL #9: 3015 Karen Drive (Tax Id # 61839120006), described as: Lot 7, Tarpon Mobile Estates, an unrecorded plat, more particularly described as follows: Beginning at the Northwest corner of Lot 100, Naples Grove and Truck Co's Little Farms No. 2, in accordance with and subject to the plat recorded in Plat Book 1, Page 27A, Public Records of Collier County, Florida; thence South 89 degrees 26 minutes 40 seconds East 356.81 feet to the POINT OF BEGINNING: thence South 89 degrees 26 minutes 40 seconds East 60.0 feet; thence South 00 degrees 09 minutes 50 seconds West 139.0 feet; thence North 89 degrees 27 minutes 00 seconds West 60.0 feet; thence North 00 degrees 09 minutes 00 seconds West, 139.0 feet to the POINT OF BEGINNING.

Lot 100 of Naples Grove and Truck Co's Little Farms No. 2 Subdivision and Lot 100 of Naples Groves and Truck Co's Little Farms No. 2, Section 23 Township 50 South, Range 25 East, as recorded in Plat Book 1, Page 27A, Public Records of Collier County, Florida are one and the same.

PARCEL #10: 3991 New Moon Ct (Tax Id # 53351480009), described as: Lot 43, Lake Kelly, Unit 2, in accordance with and subject to the plat recorded in Plat Book 3, Page 93, Public Records of Collier County, Florida.

PARCEL #11: 3962 Harvest Ct (Tax Id # 53351680003), described as: Lot 48, Lake Kelly, Unit 2, in accordance with and subject to the plat recorded in Plat Book 3, Page 93, Public Records of Collier County, Florida.

PARCEL #12: 4000 Harvest Ct (Tax Id # 53351800003), described as: Lot 51, Lake Kelly, Unit 2, in accordance with and subject to the plat recorded in Plat Book 3, Page 93, Public Records of Collier County, Florida.

PARCEL #13: 4032 Full Moon Ct (Tax Id # 53350240004), described as: Lot 7, Lake Kelly, Unit 2, in accordance with and subject to the plat recorded in Plat Book 3, Page 93, Public Records of Collier County, Florida.

PARCEL #14: 3252 Lunar (Tax Id # 29430320001), described as: Lot 9, Crews Subdivision, in accordance with and subject to the plat recorded in Plat Book 9, Page 48, Public Records of Collier County, Florida.

PARCEL #15: 4048 Full Moon Ct (Tax Id # 53350260000), described as: Lot 8, Lake Kelly, Unit 2, in accordance with and subject to the plat recorded in Plat Book 3, Page 93, Public Records of Collier County, Florida.

PARCEL #16: 3991 Harvest Ct (Tax Id # 53352200000), described as: Lot 66, Lake Kelly, Unit 2, in accordance with and subject to the plat recorded in Plat Book 3, Page 93, Public Records of Collier County, Florida.

PARCEL #17: 3979 Harvest Ct (Tax Id # 53352240002), described as: Lot 67 and the South half (1/2) of Lot 68, Lake Kelly, Unit 2, in accordance with and subject to the plat recorded in Plat Book 3, Page 93, Public Records of Collier County, Florida.

PARCEL #18: 4005 Harvest Ct (Tax Id # 53352160001), described as: Lot 65, Lake Kelly, Unit 2, in accordance with and subject to the plat recorded in Plat Book 3, Page 93, Public Records of Collier County, Florida.

## EXHIBIT "B"

All homes will be single family, concrete block construction. Purchaser will make best efforts to make sure the properties are sold such that they will be owner occupied or occupied by seasonal residents.

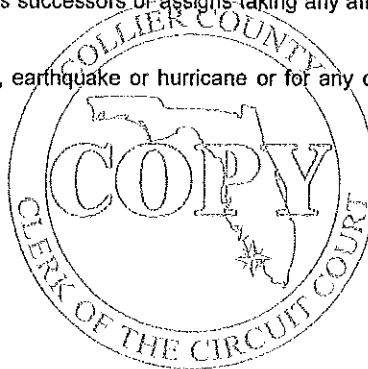
### Proposed Building Time-Frame

Phase One:	Building shall commence on first two lots within 30 days of closing.
Phase Two:	Building shall commence on next four lots within 6 months of closing.
Phase Three:	Building shall commence on six additional lots within one year of closing.
Phase Four:	Building shall commence on remaining six lots within 18 months of closing.

Buildings shall be deemed complete when a certificate of occupancy is issued.

Subject to force majeure, parcels not receiving a certificate of occupancy within 24 months of close and settlement shall automatically revert to Seller or its successors or assigns, without the necessity of Seller or its successors or assigns taking any affirmative action to effectuate the reverter.

Force Majeure: Fire, flood, earthquake or hurricane or for any other cause similar to those enumerated.



CM



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**Agenda item 8, a: CRA PROJECT UPDATES**

To: CRA Advisory Board  
From: Tami Scott Senior Project Manager  
Date: October 3, 2017

• **CRA PROJECTS**

**Redevelopment Plan update:**

A final draft agreement between Trindel Oliver Design of Orlando Florida and Bayshore Gateway Community Redevelopment has been completed and is pending approval, item is scheduled for the October 24 BCC meeting.

**Invitation to Negotiate - 17 acres:**

Special meeting scheduled for October 5, 2017 from 6:00 pm to 8:00 pm  
3299 Tamiami Trail East, (5th floor training room) Naples, FL 34112  
Developers will present their projects and answers questions from the public.

**Karen Drive Stormwater:**

Staff is working on the final punch list and close out for the project. BGTCRA Staff, Justin Frederiksen Engineer of Record and Lief Metsch Construction Engineering Inspected the site for a final walk through and have develop a punch list. BGTCRA staff is working on a close out package.

**Alternative Parking :**

BGTCRA staff is working on a schematic design for alternative parking within the median along Bayshore Drive.

**Fire Suppression System:**

Project was approved at the September 12, 2017 BCC meeting, Staff is working on getting the notice to proceed package with Quality Enterprises.



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**Sugden Pathway Connection:**

BGTCRA staff is waiting for the 17 Acre submission to determine how to proceed with the pathway, staff has is meeting with the Community and Human Services Department to discuss the grant and how it will be affected if the project is delayed.

**Trio Property:**

The developer had submitted an amendment to the approved Site Development Plan, the changes include the number of hotel unit rooms, they have doubled from 24 – 48 the commercial footprint has grown from 12,000 square feet to 16,000 square feet. This project is being designed within the parameters of the GTMUD-MXD (C-4) zoning district. Approval of the project is through the Site Development Plan.

**Gateway Triangle purchase & development: PL20160003084/CPss-2016-3:**

Project is steadily moving forward. Hole Montes will hold a neighborhood Information meeting October 18 at 5:30 pm at the Naples Bay Resort, 1500 5<sup>th</sup> Avenue south. The developers team is scheduled to give the BGTCRA a presentation at the November 7, 2017 meeting. The developer's team anticipates a Planning Board meeting in December 2017 and Board of County Commissioner in January 2018.

**Cell Tower Relocation:**

The BGTCRA staff is working with the County Manager's office to finalize the schedule of values, legal agreement and the project schedule. A team conference call is being rescheduling due to hurricane Irma.

**Commercial Improvement Grants:**

The CRA office has received 18 CBIG inquiries regarding commercial improvement grants, Applications have been distributed and to date no applications have been returned to the Community Redevelopment Agency office for processing.

• **BAYSHORE MSTU PROJECTS**

**Thomasson Drive:**

60 % Construction Documents and Opinion of Cost received June 30, 2017.  
60% Construction Documents sent to stakeholders (utility providers) for review and comment, comments due back September 1, 2017.

BGTCRA has forward the \$2,400.00 deposit check to FPL for an estimate on the underground utilities at the roundabout. No word on the progress, FPL is flat out with the Hurricane Irma.





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The exemption has been granted from SFWMD South Florida Water Management Department.

Michael McGee, Landscape Architect for the Thomason Drive project will be at the October 4, 2017 MSTU meeting to give the group a presentation on the landscaping around and in the roundabout.

**Street Banners:**

BGTCRA staff is working with Collier County Facilities Management to install the banner arms and hardware, anticipated installation is September 2017.

- **HALDEMAN CREEK MSTU PROJECTS**

**Landscape project:**

Exotics removal and mangrove trimming complete.

- **COMMERCIAL ACTIVITY**

**Food Truck Park:**

BGTCRA staff attended a Collier County Growth Management Department meeting regarding the Traffic Impact Study (TIS). The GMD has agreed to the information provided by the applicants design professional. Approval of the project is imminent.

**Ankrolab Micro Brewery:**

Property owner of 3570 has filed a formal appeal to the zoning; the business owner is scheduled to go before the Board of County Commissioners on October 24, 2017.

**Wood Springs Suites:**

Project has received its approval letter from Growth Management Department, no word on a construction start. No Additional information.

**MedExpress:**

Project was submitted to Growth Management Department for review on June 6, 2017. No additional information.

**Veterinary Clinic:**

BGTCRA staff met with Collier County Storm water management department to discuss option for the projects storm water discharge. They have an option of Davis Boulevard or tying into Linwood Avenue which eventually fins it way to our stormwater pond.





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**RaceTrac:**

RaceTrac has submitted a Site Development Plan to the Growth Management Department, the proposed location is made up of several lots with road frontage on both Tamiami Trail and Shadowlawn Drive. The developer is scheduled to give the BGTCRA a presentation at the November 7, 2017 meeting, this meeting will be both a presentation to the CRA and a NIMS meeting.

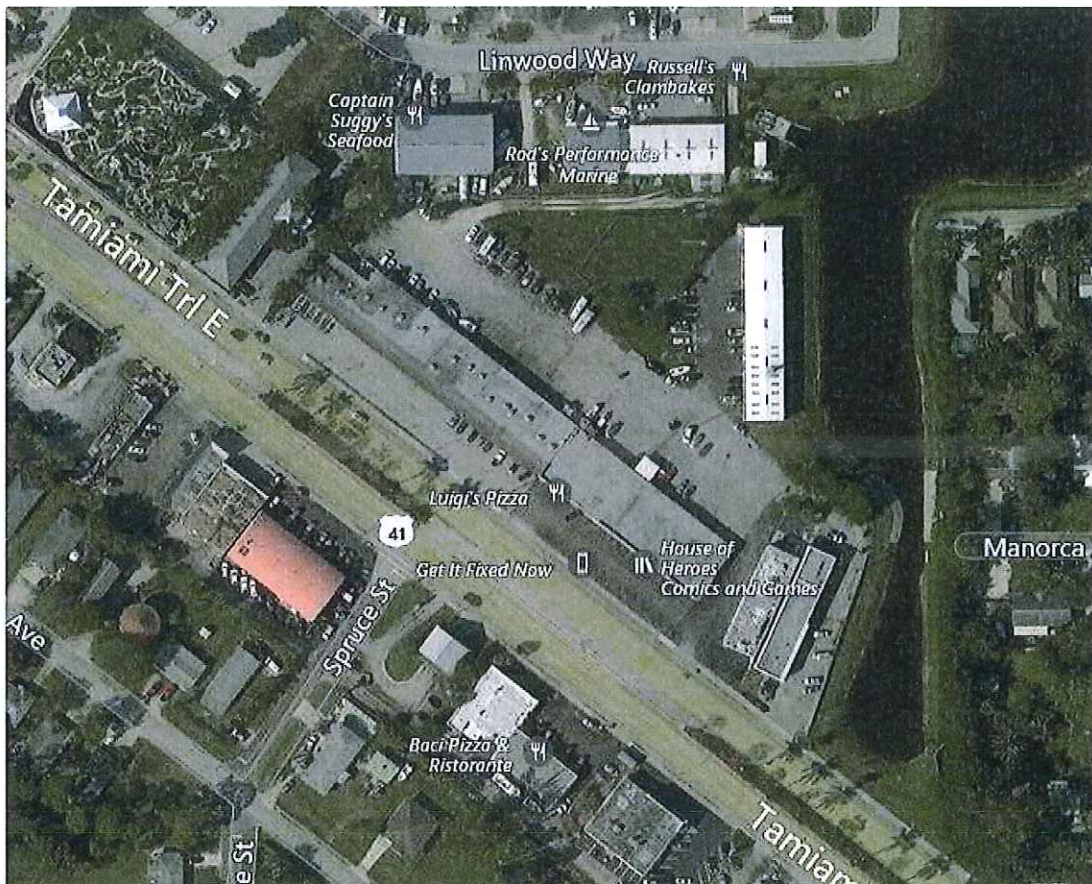




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**New Storage Facility:**

JR Evans Engineering of Naples Florida had a pre-application meeting with the Growth Management staff to discuss a new Storage facility at the corner of Tamiami Trail and Linwood Way. The BGTCRA staff has reached out to the design professional to schedule a presentation of the project for the November 7, 2017 meeting.







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- **RESIDENTIAL ACTIVITIES**

**Compass Point:**

Phoenix Construction has submitted the growth management department additional information for the compass point project located on Thomason Drive. (Next to Del's). The project is still awaiting DEP approval regarding the wetland area. The BGTCRA staff has reached out to the design professional to schedule a presentation of the project for our November 7, 2017 meeting. (Staff still trying to confirm the November 7<sup>th</sup> date, unable to reach developer due to Hurricane Irma)

**Cirrus Point:**

The Cirrus Pointe RPUD amendment request will be heard on October 5<sup>th</sup> at the Collier County Planning Commission at 9am. Board of County Commissioner's Meeting Room, located on the Third Floor of the Administration Building at the Collier County Government Center, 3299 Tamiami Trail East, Naples, Florida

**Mattamy Homes:**

Project was approved by the Board of County Commissioners on June 20, 2017.

Q. Grady Minor is wrapping up the concept planning and zeroing in on a final plan and hope to have the documents finalized in approximately 2 weeks and will begin the Site Development Plan ( SDP ) process. The Site Development Plan will be submitting sometime in mid-September, approval should take approximately six months with construction starting soon thereafter. Total of 244 units proposed made up of Four plex and Six plex buildings.