

RESOLUTION NO. 89-5719

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A DEVELOPMENT/ANNEXATION AGREEMENT FOR A PLANNED DEVELOPMENT KNOWN AS PARK SHORE UNITS 2 AND 5; AND PROVIDING AN EFFECTIVE DATE.

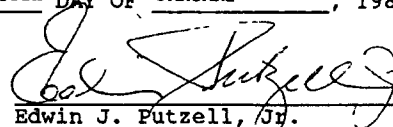
WHEREAS, the petitioner, The Scottsdale Company, has submitted a Development/Annexation Agreement for approval by the City Council for a Planned Development known as Park Shore Units 2 and 5;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NAPLES, FLORIDA:


SECTION 1. That the Mayor and City Clerk are hereby authorized to execute the Development/Annexation Agreement with The Scottsdale Company for a Planned Development known as Park Shore Units 2 and 5, a copy of said agreement is attached hereto and made a part hereof.

SECTION 2. This resolution shall take effect immediately upon adoption.


PASSED IN OPEN AND REGULAR SESSION OF THE CITY COUNCIL OF THE CITY OF NAPLES, FLORIDA, THIS 18TH DAY OF JANUARY, 1989.


Edwin J. Putzell, Jr. Mayor

ATTEST:


Janet Cason
City Clerk

APPROVED AS TO FORM AND LEGALITY BY


David W. Rynders
City Attorney

COUNCIL MEMBERS	M O T I O N	S E C O N D	VOTE		A B S E N T
			Y E S	N O	
Anderson-McDonald	X		X		
Barnett		X	X		
Crawford			X		
Graver			X		
Muenzer			X		
Richardson			X		
Putzell (7-0)			X		

ANNEXATION AGREEMENT

This Agreement, effective as provided herein, is made and entered into by and between THE SCOTTSDALE COMPANY, RAYMOND L. LUTGERT and SCOTT F. LUTGERT, located at 4200 Gulf Shore Boulevard North, Naples, Florida, 33940, hereinafter referred to as "Developer" and the CITY OF NAPLES, a municipal corporation of the State of Florida, hereinafter referred to as the "City".

For and in consideration of the mutual covenants contained herein and the Developer's consent to the annexation of the property hereinafter described and hereinafter referred to as the "Property" into the corporate boundaries of the City, the parties agree as follows:

RECITALS

The Developer holds or controls legal title to the Property located in the unincorporated area of Collier County, Florida described in "Schedule 1" of the Development Agreement hereinafter described and attached hereto. The Mortgage Holders of the Property are set forth in "Schedule 2" attached to the Development Agreement and Developer and Mortgage Holders represent that no obligation or undertaking is barred or prohibited by contractual agreement with any other person or entity. The Property is included in an annexation report titled "Naples Annexation Proposal" dated July 29, 1987, prepared by Paul Piller & Associates, which recommends that certain lands described in the report, including the Property, be annexed

into the City. The City deems the annexation of the Property to be a vital part of its overall annexation plan and that the annexation of the Property will be of substantial benefit to the City. The Developer and the City recognize the benefits of fixing with certainty the development parameters of the Property and that the Developer is operating under a Planned Unit Development issued by Collier County, modified several times, but which has been in effect and binding on the Developer for a period of more than 12 years. The City and Developer have used the County Planned Unit Development regulations as the basis for drafting a Planned Development document for adoption by the City in connection with the annexation of Units 2 and 5 of Park Shore. The new City Planned Development is substantially the same as the County Planned Unit Development but has been amended to conform to the input of the staff of the Planning Department of the City and the Developer. The new City Planned Development, hereinafter referred to as "PD" is attached to the Development Agreement as "Schedule 3".

The Developer consents to the Property being annexed in accordance with the terms of this Annexation Agreement, to the Developer and City entering into a Development Agreement pursuant to the terms of the Florida Local Government Development Agreement Act, hereinafter referred to as the "Act", contained in Florida Statute Section 163.3220 through Section 163.3243 and the Development Agreement between Developer and the City marked "Exhibit A", attached hereto and by reference made a part of this agreement.

It is recognized by the City and the Developer that the Florida Department of Natural Resources (DNR) has scheduled hearings to move landward its Coastal Construction Control Line (CCCL). It is further recognized that the 1988 Florida Legislature has enacted a statute codified as F.S. Sec. 161.053 (17) which allows the Developer and the DNR to contract to allow construction by Developer, which construction is otherwise in compliance with F.S. Sec. 163.053 and landward of the existing CCCL, for a period of no longer than five (5) years to enable Developer to complete its plans based on the existing CCCL prior to its being moved farther landward. The Developer and DNR are currently negotiating to obtain such a contract.

The duration of the Development Agreement is five (5) years from its effective date, which period of time may be extended as provided in the Act in order to provide to the Developer the assurance and certainty of the development as detailed in the PD and as contemplated in the Act as well as to further the other objectives set out in F.S. Section 163.3220 (1) through (5) of the Act.

FINDINGS AND DETERMINATIONS

The City finds and determines as follows:

1. Annexation of the Property is in the public interest.
2. The Development Agreement will encourage proper use of the Property, assist the City in capital improvement planning and comprehensive planning, promote economic use of the land resources of the City and encourage private participation in the comprehensive planning process.

3. The development uses permitted on the Property, including population densities, and building intensities and height are shown in the PD attached hereto as "Schedule 3" of the Development Agreement.

4. The Property is served by existing public facilities, including the City's water and sewer systems. Such facilities are adequate to serve the Property and the Property may be served upon the payment of applicable systems development and other appropriate connection charges in accordance with the rules and regulations of the City Utility Division.

5. The PD provides for a 100 foot wide public beach access strip including parking facilities at the south end of Unit 2 which provides beach access for the general public and for emergency, maintenance and other authorized vehicles together with a 20 foot wide beach access easement at the north end of Unit 5, improved with a pedestrian beach walk which extends from the offstreet parking facilities on Gulf Shore Boulevard to the beach; both of the foregoing access ways are in place and in current public use. The 100 foot wide strip known as Horizon Way has been dedicated and accepted by the City and is shown in the plat of Park Shore Unit 2 recorded in Plat Book 8, pages 54 and 55, Collier County Records. The 20 foot easement located at the north end of Gulf Shore Boulevard is shown in the plat of Park Shore Unit 5 recorded in Plat Book 12, pages 39 and 40 of Collier County Records.

6. All local government permits approved or needed to be approved for the development of the Property shall be those issued

by the City to conform to the requirements of the PD attached to the Development Agreement.

7. The beachfront development pattern in Park Shore Units 2 and 5 is well established, having been initiated in 1968. The City endorses the Developer's intention to complete development of Units 2 and 5 as planned, even though the design standards incorporated in the Units 2 and 5 development plan are substantially at variance with those which have been utilized heretofore in beachfront development elsewhere in the City.

8. The development permitted or proposed to be permitted under the PD is consistent with the City's comprehensive plan and land development regulations.

9. The conditions, terms, restrictions and requirements contained in the PD are intended for the protection of the public health, safety and welfare of the citizens of Naples shall be binding on the Developer.

10. Any failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve Developer of the necessity of complying with the appropriate law which is herein deemed to be the PD, the City's Ordinance approving it and all other applicable city and state laws governing the said permitting, requirements, conditions, terms and restrictions.

11. The parties recognize that the Property being annexed has been platted in the county for many years. Specifically, the land plan as shown on the plat allowed Gulf Shore Boulevard to be extended on the bay side or east side of the Property. Beachfront lots specifically were designed with adjacent common areas to

include parks, parking and other common features. The design and purpose of the beachside development is to provide for the construction of tall buildings using serpentine building corridors where there are wide spaces between the tall buildings that overlook the common areas. In order to achieve that objective the Developer has expended great sums of money and the entire development is built around that plan and design. It is therefore essential to the development that the same plan and design continue. The parties acknowledge that the City has requested and invited the Developer to consent to Developer's property being annexed, that the City has represented to Developer that the terms of the PD will be the terms regulating development of Park Shore Units 2 and 5, that Developer is relying on the City's actions and representations and that the Developer has changed its position in connection with the binding development regulations affecting the Property and would be changing its position to its detriment if Developer would not be able to rely on the actions and representations of the City. The City therefore agrees not to place any additional height, density or other restrictions except those already set forth in the attached PD on the Property to be annexed. The City also recognizes that it is estopped from requiring lower building heights, lower densities or making restrictions other than those already set forth in the PD. The estoppel is based on the City's request and invitation to Developer that Developer consent to Developer's property being annexed, the representation by the City that the terms of the PD will be the terms regulating development in Park Shore Units 2 and 5,

Developer's reliance on the City's actions, the Developer's changing its position in connection with the binding regulations affecting the Property and that such a changed position would be to its detriment if Developer would not be able to rely on the actions and representations of the City.

12. The standards set forth in this Agreement shall govern development of the Property and any conflicting standard in the City of Naples Zoning Ordinance shall not be applicable.

PERMITTED DEVELOPMENT

1. All permits issued by the City to Developer for the Property shall be in conformance with the uses as provided in the PD attached to "Exhibit A" as "Schedule 3". Those permits already issued by the county shall remain valid and in full force. Inspections and certificates of occupancy shall be issued by the county for those permits where they have received the permit fees. If a City certificate of occupancy is additionally needed, same shall be issued on the basis of county approval.

2. There shall be no General Development and Site Plan (GDSP) approval as required by the City zoning ordinance unless two or more lots are combined into one lot by the application for a permit wherein it is shown that the total area of the combined lots without considering any common areas of the Property total five (5) acres or more.

3. The City acknowledges that the County Planned Unit Development was issued to Developer in accordance with the applicable coastal construction setback line of Collier County as

provided in Sec. 7-14 of the Code of Laws and Ordinances of Collier County, Florida, together with the Department of Natural Resources Coastal Construction Control Line as provided in F.S. Sec. 161.053 which lines are the same as provided in the foregoing Sec. 7-14, and the City agrees to accept those same identical lines as the setback and control lines for construction permits to be issued by the City in connection with the Property. The City further recognizes that the DNR may move its CCCL landward of its existing location and that Developer may hereafter enter into an agreement with the Department of Natural Resources as authorized by F.S. Sec. 161.053 (17) which agreement shall allow construction landward of the CCCL existing as of the date of this Agreement to a period of five (5) years from the effective date of the agreement between Developer and the Department of Natural Resources. The City specifically recognizes that Developer has expended considerable capital and effort in obtaining the County Planned Unit Development and complying with its terms, conditions and restrictions over a period of 12 years and in complying with the said coastal construction setback line and the said CCCL. In order to provide Developer and the City assurance, certainty, encouragement for a stronger commitment to comprehensive and capital facilities planning as well as all other benefits contemplated and set out in Sec. 163.3220 of the Act, the City states that it is the City's intention to accept the County Planned Unit Development as modified in the PD and all heretofore applied coastal control and setback lines in connection with all future permitting together with any and all reasonable terms of agreement as authorized by F.S. Sec.

161.053 (17) between Developer and DNR hereinafter entered into in connection with the possible moving of the CCCL landward by DNR.

OTHER TERMS AND CONDITIONS

1. The City shall do what is reasonably necessary and within its governmental powers and authority to grant and allow the necessary developmental permissions for the orderly development of the Property to occur, such development to be in accordance with this Agreement, the Development Agreement and all applicable ordinances and regulations of the City of Naples. It is the intention hereof that the Developer or its authorized representative shall submit to the City such applications and documentation as required by the PD, this agreement and the Development Agreement. The parties agree that the Developer has acted and may act in the future in reliance upon this Agreement and to the degree that such action occurs, the development rights as set forth herein shall be deemed to be vested in the Developer and its successors in title to the degree that such vested development rights are recognized to exist in law. The Developer's consent to the annexation of the Property by the City is expressly conditioned upon the City's compliance with the terms of this Agreement and the Development Agreement. Nothing contained herein shall otherwise preclude or inhibit the City from exercising its proper zoning and development review powers for the protection of the public and in accordance with a legitimate exercise of the police power for the protection of the community insofar as the exercise of such powers does not unduly interfere with the vested development rights

accruing to the Developer arising from the execution of this Agreement and any action in reliance thereon.

3. Developer and the City, by executing this Annexation Agreement, agree that upon the annexation of the Property into the City it is their intention and plan to execute as soon as practicable thereafter, the Development Agreement attached hereto as "Exhibit A".

4. In the event it later is determined, after appropriate studies of traffic flows on Gulf Shore Boulevard and the connecting roadways north of Doctor's Pass, that the Park Shore Drive bridge should be expanded to accommodate additional traffic, in principle, Developer accepts that it would be equitable for Developer to participate in the cost thereof on a reasonable basis subject to the City and Developer being able to work out a mutually equitable and satisfactory agreement.

5. The City Council has adopted Resolution No. 89-5719 on the 18th day of JANUARY, 1989 authorizing the Mayor to execute this Annexation Agreement.

WITNESSES:

Melma C. Galloway
Kathy D. McGuire

THE SCOTTSDALE COMPANY

By: _____

STATE OF FLORIDA
COLLIER COUNTY

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 SCOTT F. LUTGERT, Vice President of THE SCOTTSDALE COMPANY, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this FEBRUARY 13th, 1989.

(SEAL)

Melma C. Galloway
Notary Public

My commission expires: 11-26-91

WITNESSES:

Melma C. Galloway
Kathy D. McGuire

RAYMOND L. LUTGERT

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 RAYMOND L. LUTGERT, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this FEBRUARY 13th, 1989.

(SEAL)

Melma C. Galloway
Notary Public

My commission expires: 11-26-91

WITNESSES

SCOTT F. LUTGERT

Malma C. Galloway
Kathy McQuinn

[Signature]

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 SCOTT F. LUTGERT, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this FEBRUARY 13th, 1989

(SEAL)

Malma C. Galloway
Notary Public

My commission expires: 11-26-91

ATTEST:

[Signature]
City Clerk

THE CITY OF NAPLES

By [Signature]
Edwin J. Putzell, Mayor

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 EDWIN J. PUTZELL, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this February 21, 1989.

(SEAL)

[Signature]
Notary Public

My commission expires:

Approved as to form and legality
By [Signature]
City Attorney

Notary Public, State of Florida
My Commission Expires Aug. 15, 1992
Bonded Thru Troy Fain - Insurance Inc.

DEVELOPMENT AGREEMENT

This Agreement, effective as provided herein, is made and entered into by and between THE SCOTTSDALE COMPANY, RAYMOND L. LUTGERT and SCOTT F. LUTGERT, located at 4200 Gulf Shore Boulevard North, Naples, Florida, 33940, hereinafter referred to as "Developer" and the CITY OF NAPLES, a municipal corporation of the State of Florida, hereinafter referred to as the "City".

For and in consideration of the mutual covenants contained herein and the Developer's consent to the annexation of the property hereinafter described and hereinafter referred to as the "Property" into the corporate boundaries of the City, the parties agree as follows:

RECITALS:

The Developer holds or controls legal title to the Property located in the unincorporated area of Collier County, Florida described in "Schedule 1" attached hereto. The Mortgage Holders of the Property is set forth in "Schedule 2" attached hereto and Developer and Mortgage Holders represent that no obligation or undertaking is barred or prohibited by contractual agreement with any other person or entity. The Property is included in an annexation report titled "Naples Annexation Proposal", dated July 29, 1987, prepared by Paul Piller & Associates, which recommends that certain lands described in the report, including the Property, be annexed into the City. The City deems the annexation of the Property to be a vital part of its overall

annexation plan and that the annexation of the Property will be of substantial benefit to the City. The Developer and the City recognize the benefits of fixing with certainty the development parameters of the Property and that the Developer is operating under zoning in Collier County, modified several times, but which has been in effect and binding on the Developer for a period of more than 12 years. The City and Developer have used the County Planned Unit Development regulations as the basis for drafting a Planned Development document for adoption by the City in connection with the annexation of Units 2 and 5 of Park Shore. The new City Planned Development is substantially the same as the County Planned Unit Development but has been amended to conform to the input of the staff of the Planning Department of the City and the Developer. The new City Planned Development, hereinafter referred to as "PD" is attached hereto as "Schedule 3" and by reference made a part of this Agreement.

The Developer consents to the Property being annexed in accordance with the terms of this Agreement and to the Developer and City entering into this Development Agreement pursuant to the terms of Florida Local Government Development Agreement Act hereinafter referred to as the "Act", contained in Florida Statute Sec. 163.3220 through Sec. 163.3243.

It is recognized by the city and the Developer that the Florida Department of Natural Resources (DNR) has scheduled hearings to move landward its Coastal Construction Control Line (CCCL). It is further recognized that the 1988 Florida Legislature has enacted a statute codified as F.S. Sec. 161.053 (17) which

allows the Developer and the DNR to contract to allow construction by Developer, which construction is otherwise in compliance with F.S. Sec. 161.053 and landward of the existing CCCL, for a period of no longer than five (5) years to enable Developer to complete its plans based on the existing CCCL prior to its being moved farther landward. The Developer and DNR are currently negotiating to obtain such a contract.

The duration of this Agreement is five (5) years from its effective date, which period of time may be extended as provided in the Act in order to provide to the Developer the assurance and certainty of the development and as contemplated in the Act as well as to further the other objectives set out in F.S. Section 163.3220 (1) through (5) of the Act.

FINDINGS AND DETERMINATIONS

The City finds and determines as follows:

1. Annexation of the Property is in the public interest.
2. The Development Agreement will encourage proper use of the Property, assist the City in capital improvement planning and comprehensive planning, promote economic use of the land resources of the City and encourage private participation in the comprehensive planning process.

3. This Agreement has been approved by the City following two public hearings as follows:

- A. The Planning Advisory Board, as the City local planning agency, held a public hearing on _____ pursuant to a notice thereof published in the Naples Daily News, a newspaper of

general circulation in Naples and Collier County, Florida, on the _____ day of _____, 19_____

B. The City Council held a public hearing on _____ pursuant to an advertisement published in the Naples Daily News, a newspaper of general circulation in Naples and Collier County, Florida, on the _____ day of _____ 19,_____.

4. At such hearings, the comments of members of the public were received and considered, and the City Council, having considered such comments, and having considered the recommendations of the Planning Advisory Board, has adopted Resolution No. _____ on _____ authorizing the execution of this Agreement.

5. The development uses permitted on the Property, including population densities, and building intensities and height are shown in the PD attached hereto as "Schedule 3".

6. The Property is served by existing public facilities, including the City's water and sewer systems. Such facilities are adequate to serve the Property and the Property may be served upon the payment of applicable systems development and other appropriate connection charges in accordance with the rules and regulations of the City Utility Division.

7. The PD provides for a 100 foot wide public beach access strip including parking facilities at the south end of Unit 2 which provides beach access for the general public and for emergency, maintenance and other authorized vehicles together with a 20 foot wide beach access easement at the north end of Unit 5, improved

with a pedestrian beach walk which extends from the offstreet parking facilities on Gulf Shore Boulevard to the beach; both of the foregoing access ways are in place and in current public use. The 100 foot wide strip known as Horizon Way has been dedicated to and accepted by the City and is shown in the plat of Park Shore Unit 2 recorded in Plat Book 8, Pages 54 and 55, Collier County Record, The 20 foot wide access easement located at the north end of Gulf Shore Boulevard is shown in the plat of Park Shore Unit 5 recorded in Plat Book 12, Pages 39 and 40 of Collier County Records.

8. All local government permits approved or needed to be approved for the development of the Property shall be those issued by the City to conform to the requirements of the PD attached hereto.

9. The beachfront development pattern in Park Shore Units 2 and 5 is well established, having been initiated in 1968. The City endorses the Developer's intention to complete development of Units 2 and 5 as planned, even though the design standards incorporated in the Units 2 and 5 development plan are substantially at variance with those which have been utilized heretofore in beachfront development elsewhere in the City.

10. The development permitted or proposed to be permitted under the PD is consistent with the City's comprehensive plan and land development regulations.

11. The conditions, terms, restrictions and requirements contained in the PD intended for the protection of the public

health, safety and welfare of the citizens of Naples shall be binding on the Developer.

12. Any failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve Developer of the necessity of complying with the appropriate law which is herein deemed to be the PD, the City's Ordinance approving it and all other applicable city and state laws governing the said permitting, requirements, conditions, terms and restrictions.

13. The parties recognize that the Property being annexed has been platted in the county for many years. Specifically, the land plan as shown on the plat, allowed Gulf Shore Boulevard to be extended on the bay side or east side of the Property. Beachfront lots specifically were designed with adjacent common areas to include parks, parking and other common features. The design and purpose of the beachside development is to provide for the construction of tall buildings using serpentine building corridors where there are wide spaces between the tall buildings that overlook the common areas. In order to achieve that objective the Developer has expended great sums of money and the entire development is built around that plan and design. It is therefore essential to the development that the same plan and design continue. The parties acknowledge that the City has requested and invited the Developer to consent to Developer's property being annexed, that the City has represented to Developer that the terms of the PD will be the terms regulating development of Park Shore Units 2 and 5, that Developer is relying on the City's actions and representations and that the Developer has changed its position in

connection with binding development regulations affecting the Property and would be changing its position to its detriment if Developer would not be able to rely on the actions and representations of the City. The City therefore agrees not to place any additional height, density or other restrictions except those already set forth in the attached PD on the Property to be annexed. The City also recognizes that it is estopped from requiring lower building heights, lower densities or making restrictions other than those already set forth in the PD. The estoppel is based on the City's request and invitation to Developer that Developer consent to Developer's property being annexed, the representation by the City that the terms of the PD will be the terms regulating development in Park Shore Units 2 and 5, Developer's reliance on the City's actions and the Developer's changing its position in connection with the binding regulations affecting the Property and that such a changed position would be to its detriment if Developer would not be able to rely on the actions and representations of the City.

14. The standards set forth in the PD shall govern development of the Property and any conflicting standards in the City of Naples Zoning Ordinance shall not be applicable.

PERMITTED DEVELOPMENT

1. All permits issued by the City to Developer for the Property shall be in conformance with the uses as provided in the PD attached hereto as "Schedule 3". Those permits already issued by the county shall remain valid and in full force. Inspections

and certificates of occupancy shall be issued by the county where they have received the permit fees. If a City certificate of occupancy is additionally needed, same shall be issued on the basis of county approval.

2. There shall be no General Development and Site Plan (GDSP) approval as required by the City zoning ordinance unless two or more lots are combined into one lot in an application for a permit wherein it is shown that the total area of the combined lots without considering any common areas of the Property total five (5) acres or more.

3. The City acknowledges that the County Planned Unit Development was issued to Developer in accordance with the applicable coastal construction setback line of Collier County as provided in Sec. 7-14 of the Code of Laws and Ordinances of Collier County, Florida, together with the Department of Natural Resources Coastal Construction Control Line as provided in F.S. Sec. 161.053 which lines are the same as provided in the foregoing Sec. 7-14, and the City agrees to accept those same identical lines as the setback and control lines for construction permits to be issued by the City in connection with the Property. The City further recognizes that the DNR may move its CCCL landward of its existing location and that Developer may hereafter enter into an agreement with the Department of Natural Resources as authorized by F.S. Sec. 161.053 (17) which agreement shall allow the commencement of construction landward of the CCCL existing as of the date of the agreement between Developer and the Department of Natural Resources. The City recognizes that Developer has expended

considerable capital and effort in obtaining the County Planned Unit Development and complying with its terms, conditions and restrictions over a period of 12 years and in complying with the said coastal construction setback line and the said CCCL. In order to provide Developer and the City assurance, certainty, encouragement for a stronger commitment to comprehensive and capital facilities planning as well as all other benefits contemplated and set out in Sec. 163.3220 of the Act, the City states that it is the City's intention to accept the County Planned Unit Development as modified in the PD and all heretofore applied coastal control and setback lines in connection with all future permitting together with any and all reasonable terms of agreement as authorized by F.S. Sec. 161.053 (17) between Developer and DNR hereinafter entered into in connection with the possible moving of the CCCL landward by DNR.

OTHER TERMS AND CONDITIONS

1. The City shall do what is reasonably necessary and within its governmental powers and authority to grant and allow the necessary permissions for the orderly development of the Property to occur, such development to be in accordance with this Agreement and all applicable ordinances and regulations of the City of Naples. It is the intention hereof that the Developer or its authorized representative shall submit to the City such applications and documentation as required by the PD, and this Agreement. The parties further agree that the Developer has acted and may act in reliance upon this Agreement and to that degree that

such action in reliance occurs, the development rights as set forth herein shall be deemed to be vested in the Developer and its successors in title to the degree that such vested developmental rights are recognized to exist in law. The Developer's consent to the annexation of the Property by City is expressly conditioned upon the City's compliance with the terms of this Agreement. Nothing contained herein shall otherwise preclude or inhibit the City from exercising its proper zoning and development review powers for the protection of the public and in accordance with a legitimate exercise of the police power for the protection of the community insofar as the exercise of such powers do not unduly interfere with the vested development rights accruing to the Developer arising from the execution of this Agreement and any action in reliance thereon.

2. In the event it later is determined, after appropriate studies of traffic flows on Gulf Shore Boulevard and the connecting roadways north of Doctor's Pass, that the Park Shore Drive bridge should be expanded to accommodate additional traffic, in principle, Developer accepts that it would be equitable for Developer to participate in the cost thereof on a reasonable basis subject to the City and Developer being able to work out a mutually equitable and satisfactory agreement.

WITNESSES:

THE SCOTTSDALE COMPANY

By _____

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 SCOTT F. LUTGERT, Vice President of THE SCOTTSDALE COMPANY, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this _____, 1989.

(SEAL)

Notary Public

My commission expires:

WITNESSES:

RAYMOND L. LUTGERT

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 RAYMOND L. LUTGERT, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this _____, 1989.

(SEAL)

Notary Public

My Commission Expires:

WITNESSES:

SCOTT F. LUTGERT

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 SCOTT F. LUTGERT, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this _____, 1989.

(SEAL)

Notary Public

My Commission Expires:

ATTEST:

CITY OF NAPLES

Janet Cason
City Clerk

By: _____
Edwin J. Putzell, Jr.
Mayor

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 EDWIN J. PUTZELL, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this _____, 1989.

(SEAL)

Notary Public

My Commission Expires:

OR BOOK
CONSENT

THE CITIZENS AND SOUTHERN NATIONAL BANK OF FLORIDA, a Florida corporation, the owner and holder of a mortgage dated the _____ day of _____ recorded in Official Record Book _____ Page _____ of the Public Records of Collier County, Florida encumbering a portion of the Property consents to the annexation of the Property into the City of Naples and represents that it has no contractual agreement with any person or entity that bars or prohibits the obligation or undertakings of its mortgagor named in the above described mortgage. Nothing herein shall be construed to alter, diminish or otherwise affect the mortgage held by the undersigned mortgagee or change its priority.

Executed this _____ day of _____ 19_____.

THE CITIZENS AND SOUTHERN NATIONAL BANK OF FLORIDA

By: _____

Signed, sealed and delivered in the presence of:

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this _____ day of _____ 19_____ by _____ as _____ of THE CITIZENS AND SOUTHERN NATIONAL BANK OF FLORIDA on behalf of the corporation.

(SEAL)

Notary Public of Florida at Large

My commission expires:

CONSENT

NAPLES FEDERAL SAVINGS & LOAN ASSOCIATION, a Florida corporation, the owner and holder of a mortgage dated the _____ day of _____ recorded in Official Records Book _____ Page _____ of the Public Records of Collier County, Florida encumbering a portion of the Property consents to the annexation of the Property into the City of Naples and represents that it has no contractual agreement with any person or entity that bars or prohibits the obligation or undertakings of its mortgagor named in the above described mortgage. Nothing herein shall be construed to alter, diminish or otherwise affect the mortgage held by the undersigned mortgagee or change its priority.

Executed this _____ day of _____ 19____.

NAPLES FEDERAL SAVINGS & LOAN ASSOCIATION

By: _____

Signed, sealed and delivered in the presence of:

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this _____ day of _____ 19____ by _____ as _____ of NAPLES FEDERAL SAVINGS & LOAN ASSOCIATION on behalf of the corporation.

(SEAL)

Notary Public of Florida at Large

My commission expires:

CONSENT

CITICORP REAL ESTATE, INC., a Delaware corporation, the owner and holder of a mortgage dated the _____ day of _____ recorded in Official Records Book _____ Page _____ of the Public Records of Collier County, Florida encumbering a portion of the Property consents to the annexation of the Property into the City of Naples and represents that it has no contractual agreement with any person or entity that bars or prohibits the obligation or undertakings of its mortgagor named in the above described mortgage. Nothing herein shall be construed to alter, diminish or otherwise affect the mortgage held by the undersigned mortgagee or change its priority.

Executed this _____ day of _____ 19_____.

CITICORP REAL ESTATE, INC.

By _____

Signed, sealed and delivered in the presence of:

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 19_____ by _____ as _____ of CITICORP REAL ESTATE, INC. on behalf of the corporation.

(SEAL)

Notary Public State of Florida at Large

My commission expires: _____

OWNERS OF BEACHFRONT LOTS

LEGALOWNER

LOT 3, Block 12,
Park Shore Unit 2

The Scottsdale Co.

Lot 4, Block 12,
Park Shore Unit 2

The Scottsdale Co.

Lot 5, Block 12,
Park Shore Unit 2

The Scottsdale Co.

Lot 13&14, Block 12,
Park Shore Unit 2

The Scottsdale Co.

Lot 15, Block 12,
Park Shore Unit 2

The Scottsdale Co.

Lot 16, Block 12,
Park Shore Unit 2,

The Scottsdale Co., (88%), Raymond
L. Lutgert (6%), Scott F. Lutgert
(6%), As Tenants in Common.

Lot 19, Block 12,
Park Shore Unit 2,

The Scottsdale Co. (88%). Raymond
Lutgert (6%), Scott F. Lutgert
(6%), As Tenants in Common.

Lot 22, Block 12,
Park Shore Unit 2,

The Scottsdale Co. (88%), Raymond
L. Lutgert (6%), Scott F. Lutgert
(6%), As Tenants in Common.

Lot 24, Block 12,
Park Shore Unit 2

The Scottsdale Co. (88%), Raymond
L. Lutgert (6%), Scott F. Lutgert
(6%), As Tenants in Common.

Park Shore Unit 2,
Block 16

Raymond L. Lutgert

Venetian Estates Condo
Apt. 3

Scott F. Lutgert

THE MORTGAGE HOLDERS OF THE PROPERTY

CITICORP REAL ESTATE, INC.
2502 Rocky Point Road
Suite 695
Tampa, Florida 33607

NAPLES FEDERAL SAVINGS & LOAN ASSN.
5801 Pelican Bay Boulevard
Naples, Florida 33963

THE CITIZENS AND SOUTHERN NATIONAL
BANK OF FLORIDA
691 Fifth Avenue South
Naples, Florida 33940

Vines & Associates Inc
urban planning · land planning

William R Vines, president
member, AICP

January 12, 1989

715 tenth street south
naples florida 33940
813-262-4164

PARK SHORE UNITS 2 AND 5
PLANNED DEVELOPMENT DOCUMENT

I. BACKGROUND INFORMATION

a. General Description of Project

The essential development components of Park Shore Units 2 and 5 are as follows:

1. Sites for tall elevator apartments, and specifically approved clustered low-rise residential structures, along the gulf.
2. Six large beachfront common areas.
3. Four access commons areas located on the beach side of Gulf Shore Boulevard.
4. Five bayfront residential clusters which extend over water.

"SCHEDULE 3"

5. Two commercial parcels located at the intersection of Park Shore Drive and Gulf Shore Boulevard.
6. A bayfront apartment site.
7. A 100 ft. wide public beach access strip at the south end of Unit 2, platted as Horizon Way. It includes parking facilities and provides beach access for the general public and for emergency, maintenance, and other authorized vehicles.
8. A 20' wide public beach access easement at the north end of Unit 5, improved with a pedestrian beach walk which extends to the offstreet parking facilities on Gulf Shore Boulevard.
9. A 200 ft. wide, 2.7 acre private beachfront recreational use parcel which is owned by the Park Shore property owners association, for use by its members.
10. 230 boat slips, extending into the waters of Venetian Bay adjacent Gulf Shore Boulevard. These slips are accessory to the residential and commercial properties in Park Shore Units 2 & 5.

11. A fuel dock extending into the waters of Venetian Bay from commercially designated Block 17.

12. Portions of Gulf Shore Boulevard and Park Shore Drive.

The above listed project development components are indicated on attached Exhibit "A", the Park Shore Units 2 and 5 Master Development Plan, which is an integral part of this PD document.

b. Development and Sales Mechanism

The basic land improvements within Park Shore Units 2 and 5 have been accomplished by the Scottsdale Company, which is the project development sponsor. Buildings have been and will be developed by the Scottsdale Company and by development groups which have acquired or will acquire building parcels from the Scottsdale Company.

Administrative and sales offices are maintained and operated by the development organization, with locations occurring both within the commercially designated area and on or in close proximity of the site of residential development projects which are being marketed. The Scottsdale Company maintains its own marketing forces and also markets in a conventional manner through all other area real estate organizations.

II. SPECIFIC PROJECT INFORMATIONa. Description of Project Participants

Developer: The Scottsdale Company, 4200 Gulf Shore Blvd.,
North, Naples, Florida 33940

Land Planner: Vines & Associates, Inc., 715 Tenth Street
South, Naples, Florida 33940

Engineer: Wilson, Miller, Barton, Soll & Peek, Inc., 1383
Airport Road, North, Naples, Florida 33942

Traffic Engineer: Barr, Dunlop & Associates, Inc., 1208
Hayes Street, P.O. Box 5885, Tallahassee, Florida 32301

Coastal Engineer: Tackney and Associates, Inc., 9385 North
56th Street, Suite 309, Temple Terrace, Florida 33617

Environmental Consultant: Tropical BioIndustries, Inc., 9869
East Fern Street, Miami, Florida 33157.

Attorney: Vega, Brown, Stanley & Martin, P.A., 2660 Airport
Road, Naples, Florida 33942.

b. Legal Description of Property

Unit 2: Park Shore Unit 2, Plat Book 8, Pages 54 and 55,
Public Records of Collier County, Florida.

Unit 5: Park Shore Unit 5, Plat Book 12, Pages 39 and 40,
Public Records of Collier County, Florida.

c. Topographic Modifications

Planned modifications of the original natural topographic conditions in Units 2 and 5 are complete, in accord with all required local, state, and federal permits. The only future topographic modifications which will occur will be finished grading in connection with individual building construction and landscaping projects.

d. Gross Area

Unit 2 contains 92 acres of land, 34 acres of water, for a gross platted area of 126 acres.

Unit 5 contains 88.6 acres of land, 29.4 acres of water, for a gross platted area of 118 acres.

Combined area of Units 2 and 5 is 180.6 acres of land, 63.4 acres of water, for a gross platted area of 244 acres.

e. Density

A maximum of 3,590 multi-family units are planned for Units 2 and 5's 244 acres. These units would produce a gross density of 14.7 dwelling units per acre. Deducting the 8.4 acres of commercial sites from the acreage used in density calculations would increase the gross density to 15.24 dwelling units per acre. If the maximum density is calculated for the platted land area, exclusive of the platted water area, the figure is 19.88 dwelling units per acre.

f. Natural Features

Existing natural features which have been and are to be preserved consist of the gulf beach, foredune, and a sizeable portion of the native cabbage palm hammock which lies landward of the foredune. A low wall and stabilized fill has been placed landward of the natural foredune in Unit 2, broadening the dune and raising its peak elevation. A man-made dune has been constructed along the rear portion of the natural foredune in Unit 5, and stabilized with native vegetation.

g. Traffic Ways

Public streets within Units 2 & 5 consist of Gulf Shore Blvd., Park Shore Dr., and Horizon Way. All other traffic circulation within Unit 2 will occur on private drives. Gulf Shore Blvd. has a 110 ft. wide right of way and has been developed as a divided bayfront boulevard with pedestrian facilities along the bayshore.

h. Fire Protection

Access for fire control equipment, fire resistant construction, and internal fire control features, including standpipes, hoses and pressure pumps, in elevator structures, have been and are to be provided in full compliance with applicable fire codes.

i. Utilities

The entirety of Units 2 and 5 is supplied with central water and sewer service by the City of Naples. Electric power, telephone, and cable television service is underground throughout the project.

III. RECREATIONAL OPEN SPACE LANDS AND FACILITIES

- a. At the southern end of Unit 2, extending from Gulf Shore Blvd. to the Gulf, 100 ft. wide Horizon Way has been platted and dedicated to the general public. Horizon Way functions as a general public beach access point, and has been developed with 43 offstreet parking spaces.
- b. West of the junction of Park Shore Drive and Gulf Shore Blvd., a 200 ft. wide tract of gulf front land, 2.7 acres in area, has been dedicated to the Park Shore property owners association, whose members include both mainland owners (Units 1, 3, and 4) and beach to bay owners (Units 2 and 5). The Developer has installed offstreet parking spaces, lighting and landscaping within the tract. Any additional improvements made to this tract will be an obligation of the Park Shore property owners association.
- c. Platted beachfront park commons "R", "S", "T", "U", "V", and "W" lie between beachfront building sites and the gulf mean high water line. These beachfront commons, owned and/or leased by owners of dwellings in the adjoining building sites, are to be natural sand beach in part, landscaped open space in part, and are to contain no structures other than small recreation shelters, seat benches, walkways, ornamental retaining walls, statuary, fountains, outdoor lighting, etc.

A meandering beachfront promenade extends the length of the beach within the beachfront commons, partially atop the previously mentioned artificial dune.

- d. In the easterly edge of the Gulf Shore Blvd. right of way, the Developer has installed intermittent pods of offstreet parking, along with sidewalks in landscaped strips which front on the bay.
- e. At the north end of Unit 5, the Developer has installed a public beach access walk between the Gulf Shore Blvd. offstreet parking areas and the beach.
- f. Boat slips have been developed in Venetian Bay as shown on Exhibit A.

001609
OR BOOK

001140.
PAGE

IV. USES PERMITTED AND DEVELOPMENT STANDARDS

The following standards govern development in Park Shore Units 2 and 5. Conflicting standards in the City of Naples Zoning Ordinance are not applicable. Definitions of words and terms not defined by this PD document shall be as set forth in the City of Naples Zoning Ordinance at the time of adoption of this PD Document. Any change in definitions applicable to this PD Document shall be effected by modification of this PD Document.

a. Platted Beachfront Commons "R", "S", "T", "U", "V", and "W"

These beachfront commons lands, lying between the beachfront building corridor and the Gulf of Mexico, shall function as permanent gulf-front open space. The lands shall be owned and/or permanently leased in common by owners of the property within the building corridor, shall be commonly used by occupants of buildings in the building corridor, shall be devoted to landscaped open space and recreation facilities, and may only contain such structures as are necessary to their open space and recreational function. No portion of these lands shall be utilized for offstreet parking or access drives. These common lands may contain water management facilities and underground utilities.

001609
OR BOOK

001141
PAGE

b. Lots 1 thru 29, Block 12

These building sites shall be used solely for tall, elevator served multiple family residence structures except for Lots 2 and 26 which have been designated for low-rise, low-density clustered dwelling units. Customary accessory uses and structures are permitted on all 29 lots. Building sites may consist of platted lots, portions of platted lots, or any combination of lots and/or portions of lots.

1. **Setbacks - Principal and Accessory Buildings:**

Lots 1, 3 thru 25, and 27 thru 29, Block 12

Any accessory building which is in excess of two stories in height is defined as a principal building. No building, principal or accessory, shall be closer than 50 feet to a lot line which abuts a beachfront commons. No building, principal or accessory, shall be closer than 50 feet to the Gulf Shore Boulevard right-of-way. No building, principal or accessory, shall be closer to a side yard line than 25 feet. No building, principal or accessory, shall be closer than 50 feet to an access commons lot line. In addition to compliance with the above minimum setbacks, buildings shall be no

001609
OR BOOK

001142
PAGE

closer than 1/2 their building height to Gulf Shore Boulevard or to a side lotline. Buildings on adjoining lots may be closer to their common side lines than required by the above rules so long as they are not closer together than 50 feet or 1/2 of their combined heights, whichever is greater, and so long as the lots are in common ownership or the separate owners are in agreement regarding the planned building separation.

These setback requirements are designed to insure adequate separation between and open space around residential structures, most of which involve tall residential towers which rise above one or two story parking structures, which may or may not be physically connected to the residential towers. In cases where buildings of different heights are physically attached or where single buildings have sections with different heights, required setbacks which are height-related shall be separately determined for each building or portion of a building, i.e., in the case of a 10 story building which has a projecting two story wing, a greater setback shall be required for the 10 story portion of the building than for the two story portion. Tall buildings shall comply with principal building setbacks, while attached lower garage or other

001609
OR BOOK

001143
PAGE

structures may comply with accessory building setbacks. In the case of two or more detached principal buildings on one lot, minimum separation between buildings shall be 1/2 the sum of the required side setbacks, between the two buildings. Below ground and partially below ground structures, principal and accessory, which are covered with landscaping and/or with outdoor recreational facilities which are no higher than 2 feet above the finished grade, may be built within required yards. No building, principal or accessory, shall be constructed seaward of the Coastal Construction Control Line unless necessary variances or agreements from the State of Florida have been secured. In no event shall structures be located closer to the Gulf than a line 75 feet landward of the vegetation line or closer than a line 150 feet landward of the mean high water line.

2. Setbacks - Principal and Accessory Buildings:

Lots 2 and 26

Same as the other Block 12 lots, except that lesser setbacks from side lot lines and/or from beachfront commons or access commons may be authorized via the General Development and Site Plan approval process.

U 1609
OR BOOK

001144
PAGE

3. Maximum Permitted Dwelling Units

As shown on Table Number 1, located at the rear of this document.

4. Minimum Dwelling Unit Floor Area

1,200 square feet for principal dwelling units; 600 square feet for one manager's unit and up to three guest suites per principal residential building.

Useable floor area on covered or uncovered balconies which are integral to dwelling units shall be calculated as a part of the dwelling unit floor area.

5. General Development Site Plan required

In the case of two or more platted lots being combined into a single building site, the GDSP approval process shall be required. The GDSP approval process shall not be required for development of single lots, or for development of adjoining lots which utilize the IV.b.1. provision relating to agreed upon separation of buildings from a common side line.

001609
DR BOOK

001145
PAGE

6. Minimum Offstreet Parking

1.5 spaces per dwelling unit, which may be located on the building site and/or within the adjoining parking commons.

7. Minimum Recreational Open Space

750 square feet for efficiency or one bedroom apartments, 150 additional square feet for each additional bedroom. Recreational open space includes landscaped ground area; ground and roof area which has been developed for recreational use by apartment residents; and open apartment balconies. Open space credited to each apartment project includes that which is on the building site plus that which occurs in the fractional commons areas assigned to that building site. (See Table Number 1)

8. Minimum Lot Coverage

None. Lot coverage is controlled by setbacks and recreational open space requirements.

001609
OR BOOK

001146
PAGE

9. Maximum Building Height

As shown on Table 2. Building height is measured from the minimum permitted elevation for the first habitable floor. Chimneys, elevator shafts, television and radio antennae, rooftop heating, ventilating, and air conditioning equipment and ornamental screens, stair towers and small cupolas used as architectural ornamentation may extend a maximum of 20 feet above the maximum permitted building height, and shall not be included in the building height measurement .

10. Maximum Horizontal Dimension of Principal Buildings

250 feet, measured by straight horizontal line between the end points of the longest perimeter wall of a principal building. This standard does not apply to privacy walls or other accessory structures.

c. The Southerly 200 ft. of Platted Lot 13, Block 12.

This tract of land shall be owned and used by Park Shore property owners for beach access, offstreet parking, landscaping, and outdoor recreation facilities. A beach club, pavilion, or other recreation structure may be

001609
OR BOOK

001147
PAGE

and Site Plan approval process.

d. Access Commons "A","B","C", and "D".

These tracts are to be used for vehicular access drives, covered or uncovered vehicular parking, landscaping, ornamental entry structures and signage, statuary, fountains, walks, and public utilities facilities. Each access commons will be owned, improved, and maintained by the owners of the abutting lots. Parking spaces developed within the commons may be credited as part of the required parking for any adjoining building, so long as each parking space is credited only once. The commons parking spaces shall be utilized as an overflow parking pool for all abutting sites, and are not to be marked for use by a particular apartment or building. No covered parking structures within the access commons shall be taller than one story, nor closer to Gulf Shore Blvd. right of way than 50 ft., nor closer to any other boundary of the access commons than 25 ft. Upon issuance of a Temporary Use Permit, temporary sales facilities may occur in an access commons adjacent a Block 12 building site on which dwelling units are being marketed by the site developer.

U U I 6 U Y
O R B O O K

0 0 1 1 4 8
P A G E

e. Blocks 14, 15, 36, 37, and 38.

These blocks are in part land and in part man-made waters within Venetian Bay. These blocks shall be used for single or multiple family residential structures, offstreet parking, and accessory recreational facilities. The residential structures may extend on pilings from the land mass within the blocks over the waters of Venetian Bay, so long as the structures extend no further than the platted building limit lines. Each of the blocks constitutes a site for either a multiple family complex not exceeding 33 dwelling units and not exceeding 3 stories in height, or a maximum of 5 single family detached residences, not exceeding 3 stories in height. Each dwelling unit shall be provided a minimum of 2 on site parking spaces. No more than 72 on site parking spaces per block may be developed. Minimum dwelling unit floor area shall be 1,500 sq. ft., except for one manager's apartment per block which shall be a minimum of 600 sq. ft. Detached principal buildings within each block shall be no closer to each other than 25 ft.

f. Platted Blocks 16 and 17.

These two tracts may be utilized for development of an integrated commercial complex, comprising retail shops,

001609
OR BOOK

001149
PAGE

offices, restaurants, cocktail lounges, (no facilities for dancing or staged entertainment other than solo performances shall be permitted) personal service establishments, financial institutions, clinics, private clubs, boat docking and fueling facilities, and uses which are customarily accessory in commercial areas. Structures may extend over the waters of Venetian Bay so long as they do not extend past the platted property and building limit lines. Blocks 16 and 17 may be connected by internal vehicular and pedestrian pathways, so that upon completion of development they will function as a single commercial complex.

1. Minimum Setbacks

10 ft. from Park Shore Drive right of way within 100 ft. of the pedestrian walkway under the bridge approach; 25 ft. from all other right of way lines.
Minimum separation between detached principal buildings: 12 feet.

2. Maximum Building Height

3 stories

3. Minimum Offstreet Parking

1 space per 300 square feet of retail or office g.l.a.
1 space per 100 square feet of restaurant or lounge

U 1 0 U 3
OR BOOK

0.01150
PAGE

g.l.a. In the case of restaurants and/or cocktail lounges which are located above the ground floor, the ground floor entry area, stairway, and elevator areas which serve the restaurant and/or lounge shall be excluded from the g.l.a. calculation.

1 space per 300 square feet of g.l.a. for all other uses.

4. Outdoor Lighting

Shall be indirect or of such low intensity as to avoid glare or other interference with the enjoyment of nearby residential properties. No flashing or moving lights shall be permitted.

g. Platted Block 11

This building site shall be used solely for multiple-family residence development and customary multi-family residence accessory uses and structures.

1. Minimum Setbacks

Front yard: 30 ft. plus 1 ft. for each 2 ft. over 45 ft.

001609
OR BOOK

001151
PAGE

Side yard: 15 ft. plus 1 ft. for each 2 ft. over 45 ft.

Rear yard: 25 ft. from the seawall plus 1 ft. for each
2 ft. over 45 ft.

2. Minimum Floor Area

720 sq. ft. per unit

3. Maximum Building Height

55 ft.

4. Minimum Offstreet Parking

2 spaces per dwelling unit

5. Minimum Recreational Open Space

750 sq.ft. for 1 bedroom dwellings, 150 additional sq.
ft. for each additional bedroom.

h. Landscaping Requirements in Offstreet Parking Areas

Blocks 14, 15, 36, 37 and 38: None

Development of all other offstreet parking areas in Park
Shore Units 2 and 5 shall comply with City offstreet parking
area landscape requirements in force at the time the Park
Shore Units 2 & 5 PD document is approved by the City.

i. Sign Regulations

Signs in Park Shore Units 2 and 5 shall comply with the City Zoning Regulations in force at the time sign permits are requested.

j. Overnight Parking Prohibited

No commercial vehicle, mobile home, motor home, or recreational camper shall be parked overnight within Park Shore Units 2 and 5 except when such vehicle is parked on a construction site and is legitimately associated with permitted construction activity.

k. Boat Docking Facilities

Boat docking facilities may be developed in the waters of Venetian Bay extending from the seawall adjacent Gulf Shore Boulevard and from Blocks 11, 14, 15, 16, 17, 36, 37, and 38. Construction, reconstruction, modification or expansion of docking facilities shall be authorized by applicable permit issuing agencies.

1. Residential Docking Facilities:

All docking facilities except those which are associated with commercially designated Blocks 16 and 17 shall be limited to use by residents of Park Shore Units 2 & 5 and shall be limited to 219 boat slips. Boat slip

maintenance responsibilities will be that of the owner. Boat slips shall be owned or leased, and exclusively used, by residents of Units 2 and 5. Slip facilities may be constructed either by the Park Shore development organization, by condominium associations or by bay front single family homeowners in Units 2 and 5. The minimum slip lease period shall be 3 months. Subleases are prohibited. Overnight lodging on boats is prohibited. Charter or other commercial fishing operations are prohibited.

2. Blocks 16 and 17 Docking Facilities:

Two boat slips are permitted at the junction of commercially designated Block 16 and Gulf Shore Boulevard. These slips may be utilized by the owner and/or by visitors to commercial properties in Block 16. A dock is permitted to extend from commercially designated Block 17 as shown on Exhibit A. The Block 17 dock may accommodate up to nine boat slips; may accommodate fueling and marine convenience item sales; may be utilized in connection with a boat rental operation; and may be briefly utilized by persons who visit the Block 17 commercial complex by boat. Charter fishing or other commercial fishing operations are prohibited.

001609
OR BOOK

001154
PAGE

The following table provides statistical data on the various building sites within Park Shore Units 2 and 5.

<u>PARCEL</u>		<u>AREA (Acres)</u>	<u>PRINCIPAL USE</u>	<u>MAXIMUM NO. OF D.U.'S</u>	<u>11/88 ACTUAL D.U.'S</u>
Access Commons	A	2.26	Parking	-	
" "	B	4.27	"	-	
" "	C	2.88	"	-	
" "	D	2.41	"	-	
Beach Commons	R	5.25	Recreational Open Space	-	
" "	S	6.50	" " "	-	
" "	T	4.25	" " "	-	
" "	U	4.71	" " "	-	
" "	V	7.14	" " "	-	
" "	W	6.62	" " "	-	
Block 11		2.51	Multiple Family Dwelling	60	60
Block 14, within building limit line		3.09	Dwelling Units	33	33
Block 15, within building limit line		3.07	Dwelling Units	33	3
Block 16, within building limit line		3.94	Commercial	-	-
Block 17, within building limit line		4.46	"	-	-
Block 36, within building limit line		3.09	Dwelling Units	33	33
Block 37, within building limit line		2.60	"	33	33
Block 38, within building limit line		2.60	"	<u>6</u>	<u>6</u>
TOTAL				198	168

Commons "A" area is distributed equally among Lots 5, 6, 7, 8.
 Commons "B" area is distributed 1/4 to Lot 11, 1/4 to Lot 12,
 1/2 to fractional Lot 13 and Lot 14.
 Commons "C" area is distributed equally among Lots 17, 18, 19, and 20.
 Commons "D" area is distributed equally among Lots 23, 24, 25, and 26.
 Commons "R" area is distributed equally among Lots 1, 2, 3, 4, 5, and 6.
 Commons "S" area is distributed equally among Lots 7, 8, 9, 10, 11, and 12.
 Commons "T" area is distributed 1/2 to fractional Lot 13 and Lot 14, 1/2 to
 Lot 15.
 Commons "U" area is distributed equally among Lots 16, 17, and 18.
 Commons "V" area is distributed equally among Lots 19, 20, 21, 22, 23, and
 24.
 Commons "W" area is distributed equally among Lots 25, 26, 27, 28, and 29.

Lot No. (Blk. 12)	Lot Area (Acres)	Fractional Commons Area (Acres)	Lot Area & Fractional Commons Area (Acres)	Principal Use	Maximum No. Of D.U.'s	Actual D.U.'s Aug. '88
1	2.77	.875	3.65	Residential	78	78
2	2.5	.875	3.37	"	12	12
3	2.29	.875	3.17	"	79	
4	2.43	.875	3.31	"	83	
5	3.14	1.44	4.58	"	115	
6	2.96	1.44	4.4	"	113	113
7	3.17	1.65	4.82	"	113	113
8	3.38	1.65	5.03	"	126	
9	2.75	1.08	3.83	"	96	
10	2.89	1.08	3.97	"	99	77
11	3.85	2.15	6.0	"	150	142
12	3.81	2.15	5.96	"	148	105
S 200 ft.						
13	2.7	-	2.7	Beach Park	-	
Remainder 13						
14	4.88	4.26	9.14	Residential	229	
15	3.21	2.12	5.33	"	134	
16	3.37	1.57	4.94	"	123	
17	4.91	2.29	7.20	"	180	76*
18	4.21	2.29	6.50	"	162	91
19	4.19	1.91	6.10	"	152	
20	4.37	1.91	6.28	"	156	138
21	3.09	1.19	4.28	"	107	107
22	3.12	1.19	4.31	"	107	
23	4.54	1.79	6.33	"	158	122
24	3.88	1.79	5.67	"	142	
25	3.52	1.92	5.44	"	136	132
26	4.21	1.92	6.13	"	27	27
27	3.0	1.32	4.32	"	108	118
28	3.52	1.32	4.84	"	121	85
29	<u>4.2</u>	<u>1.32</u>	<u>5.52</u>	"	<u>138</u>	<u>79</u>
	100.86	46.25	147.11		3392	1615

NOTE: The "Maximum Number of D.U.'s" column in the above table is based on a maximum of 25 dwelling units per acre, except in the case of Lots 2 and 26 which have been approved for low-rise low density cluster development. To accommodate definitive building and site plans, permitted dwelling units may be transferred from one Block 12 lot to another, so long as the total number of dwelling units in Lots 1 through 29, Block 12, does not exceed 3392. Except for the specifically authorized low rise cluster developments on lots 2 and 26, the number of dwellings listed in the above table for the various lots in Block 12 was computed on the basis of the lot area, plus the fractional area of the abutting commons assigned to that lot, times 25, rounded to the nearest whole number.

* Partial lot development only. The remaining development will occur at a later date.

TABLE NUMBER 2
(Page 1 of 2)

BUILDING HEIGHTS
PARK SHORE UNITS 2 AND 5

001157
PAGE

001609
OR BOOK

<u>LOT #</u>	<u>BUILDING</u>	<u>MAXIMUM HEIGHT</u>
1	HORIZON HOUSE	130' *
2	CASA MAR	60' *
3		180'
4		180'
5		180'
6	SURFEDGE	130' *
7	GULFSIDE	130' *
8		200'
9		200'
10	ALLEGRO	137' *
11	SAVOY	170' *
12	LA MER	149' *
14		245'
15		200'
16		200'
17	P.S. TOWERS	174' *
18	PARK PLAZA	190' *
19		245'
20	MONACO	160' *

TABLE NUMBER 2
(Page 2 of 2)

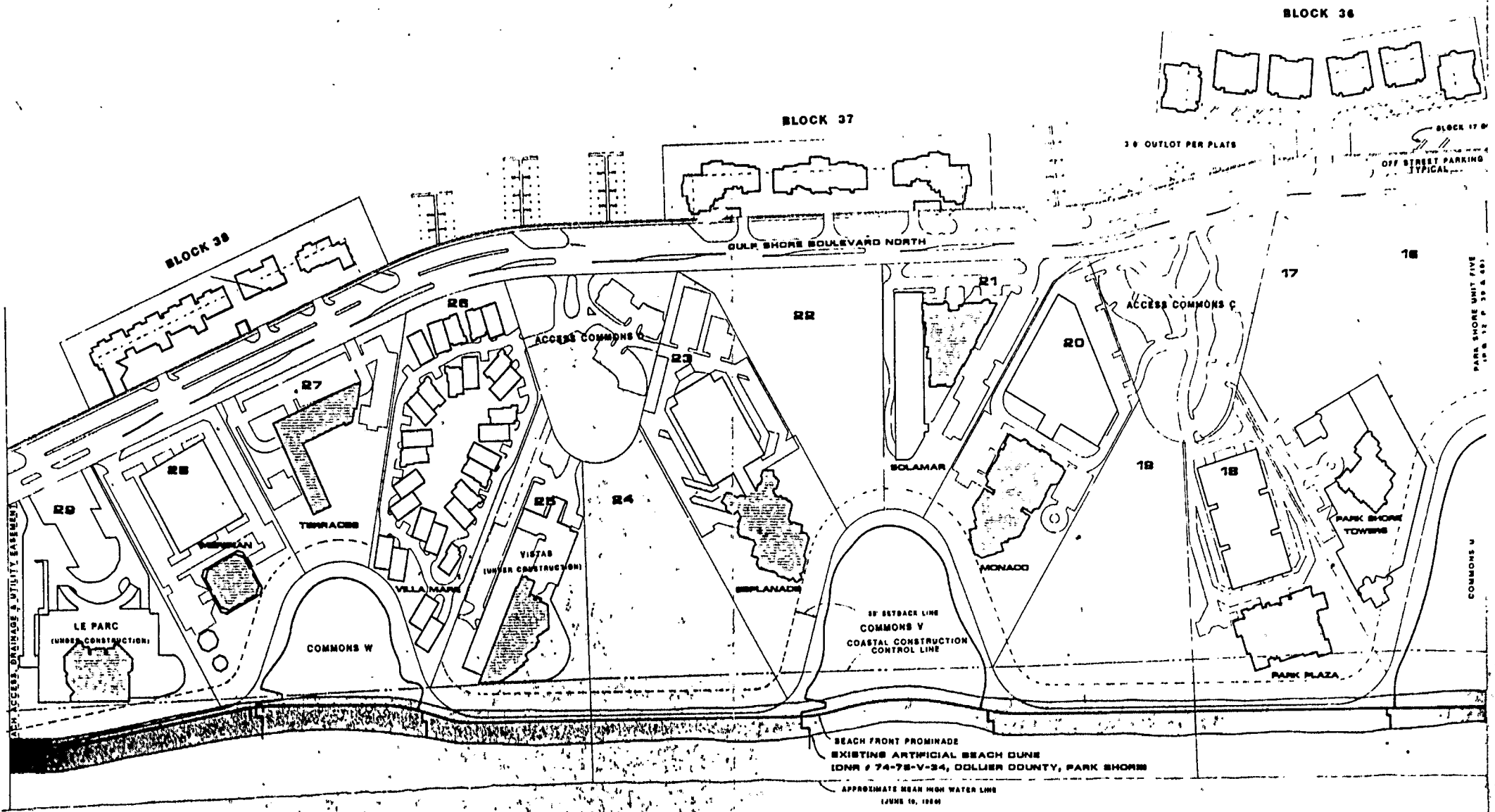
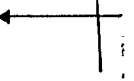
21	SOLAMAR	166' *
22		200'
23	ESPLANADE	158' *
24		277'
25	VISTAS	185' *
26	VILLA MARE'	60' *
27	TERRACES	158' *
28	MERIDIAN	198' *
29	LE PARC	245' *

001609
OR BOOK

001158
PAGE

* Existing building height, rounded to the next highest foot.

PARK SHORE UNIT FIVE
(PLAT BOOK 12, PAGES 39 AND 40)



#1
19-
5719

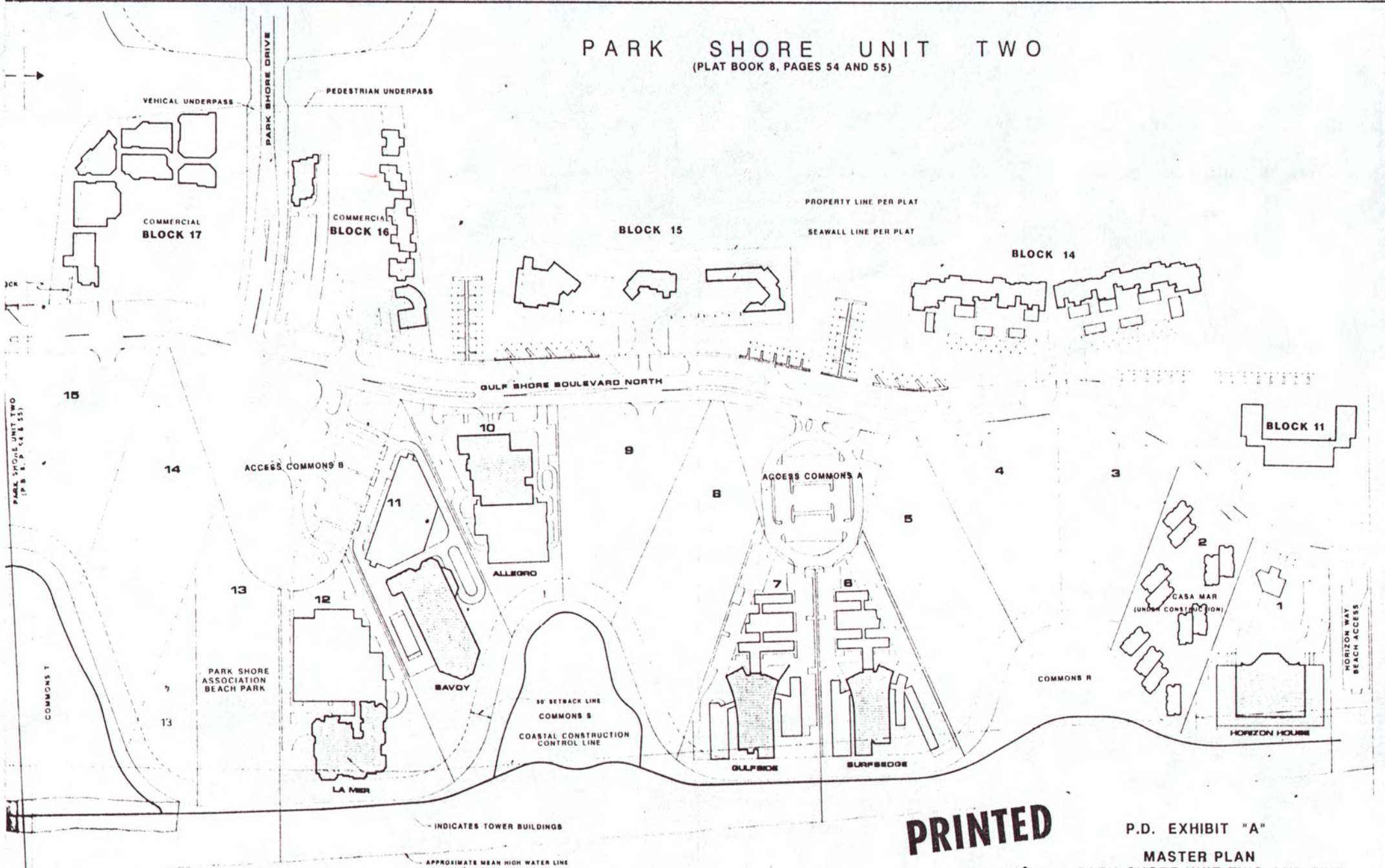
001159
PAGE
OR BOOK

GULF OF

42
89-
5719

PARK SHORE UNIT TWO

(PLAT BOOK 8, PAGES 54 AND 55)



001160
PAGE

001609
OR BOOK

COLLETT COUNTY, FLORIDA
Recorder and Verifier of
DEEDS, C. GILES, CLERK

PRINTED

JAN 13 1989

P.D. EXHIBIT "A"
MASTER PLAN
PARK SHORE UNIT TWO AND FIVE

MEXICO

NOT A SURVEY
NOTE: PATTERN OF BUILDING, DOCKS AND PAVEMENT
ARE A VISUAL REPRESENTATION EXISTING AS
OF NOVEMBER, 1988 AND HAVE NOT BEEN FIELD VERIFIED

WILSON, MILLER, BARTON, SOLL & PERK, INC.
REGISTERED ENGINEERS AND LAND SURVEYORS

PREPARED FOR
SCOTTSDALE COMPANY

PREPARED BY
WILSON, MILLER, BARTON, SOLL & PERK, INC.
REGISTERED ENGINEERS AND LAND SURVEYORS

DATE: NOVEMBER, 1988 FILE NO. SC 184

193 11-00 PARK SHORE UNIT 2 131201 250 001 PLAT 78 03 54 55 55 11 12 13 14 15 16 17

LAW OFFICES

VEGA, BROWN, STANLEY & MARTIN, P. A.

THOMAS R BROWN
JOHN F HOOLEY
LAWRENCE D MARTIN
HAROLD S SMITH, II
JOHN F STANLEY
GEORGE VEGA, JR
THEODORE ZELMAN
VICTORIA M HO
THOMAS J WOOD

2660 AIRPORT ROAD SOUTH
NAPLES, FLORIDA 33962-4899
TELECOPIER (813) 774-6420
TELEPHONE (813) 774-3333

April 13, 1989

David W. Rynders, Esquire
City Attorney for the City of Naples
City Hall
Naples, Florida 33940

Re: Park Shore Development Agreement.

Dear Dave:

I have enclosed two original copies of the Development Agreement that have been signed by all parties on behalf of the developer.

Also enclosed are copies of my earlier letters outlining the changes that have been made in conformance with our previous discussions for your convenience. The enclosed letters are dated February 6, 1989 and two letters dated March 6, 1989.

Please have the Mayor sign both copies of the enclosed agreements so that we may have a fully executed copy for our files. If you will let me know when the Mayor has signed them I will be glad to come by and pick up our copy.

I have enjoyed working with you on this matter.

Sincerely,



Robert F. Lyle

RFL/sss

Encl.

cc: Richard J. Baker
Scott F. Lutgert



City of Naples

JANET CASON, CMCIAAE
CITY CLERK

OFFICE OF CITY CLERK
(813) 649-3404

May 16, 1989

Robert F. Lyle, Esquire
Vega, Brown, Stanley & Martin, P.A.
2660 Airport Road South
Naples, Florida 33962-4899

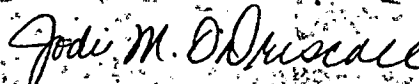
Re: Park Shore Development Agreement

Dear Mr. Lyle:

Enclosed please find an executed original copy of the Development Agreement between the Scottsdale Company, et. al., and the City of Naples.

Should you require additional information or have any questions, please feel free to contact this office at the above number.

Sincerely,



Jodie M. O'Driscoll
Deputy Clerk

/jo

Enclosure as stated



City of Naples

--- MEMO ---



TO: HONORABLE EDWIN J. PUTZELL, JR., MAYOR
FROM: DAVID W. RYNDERS, CITY ATTORNEY
SUBJECT: EXECUTION OF PARK SHORE DEVELOPMENT AGREEMENT
DATE: MAY 9, 1989

You may recall that George Vega requested that the Development Agreement approval for Park Shore (and his other clients) be handled by adoption of two agreements for each area: an Annexation Agreement and a Development Agreement. The Annexation Agreement was designed to provide that the Development Agreement was also approved and was attached as an Exhibit "A". The Annexation Agreement would be executed after annexation.

Vega's office has now forwarded executed copies of the Development Agreement signed by all parties on behalf of Park Shore, so that they are ready for execution by you and the Clerk. I have reviewed the Agreements and approved them as to form and legality. Park Shore has sold a couple of parcels and, consequently, additional signatories were added to the Development Agreement that were not on the original form of the Development Agreement. Otherwise, the Agreement comports with the original Agreement approved by Council.

David W. Rynders
City Attorney

DWR/vv