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BABCOCK RANCH COMMUNITY

INCREMENT 2

DRI INCREMENTAL DEVELOPMENT ORDER

**BOARD OF COUNTY COMMISSIONERS
CHARLOTTE COUNTY, FLORIDA**

ADOPTED MAY 23, 2023

MIN

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RESOLUTION NO. 2023-080

AN INCREMENTAL DEVELOPMENT ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY FLORIDA FOR INCREMENT 2 OF THE BABCOCK RANCH COMMUNITY (CHARLOTTE COUNTY), A MASTER DEVELOPMENT OF REGIONAL IMPACT

WHEREAS, on December 7, 2020 Babcock Property Holdings, LLC (“Developer”), in accordance with Subsections 380.06(6) and (21), Florida Statutes, filed an Application for Incremental Development Approval (“AIDA”) known as the Babcock Ranch Community, Increment 2 (hereinafter “BRC Increment 2” “Increment 2” or “Project”) with Charlotte County, Florida (“County”) and the Southwest Florida Regional Planning Council (“SWFRPC”); and

WHEREAS, Developer, County, and the SWFRPC entered into a Master DRI Agreement on March 13, 2007 (fully executed March 16, 2007), as required by Section 380.06(21)(b), Florida Statutes (“AMDA Agreement”); and

WHEREAS, in February, 2007, Developer, in accordance with Subsection 380.06(6) and (21), Florida Statutes, filed an Application for Master Development Approval (“AMDA”) of a Development of Regional Impact known as the Babcock Ranch Community (“~~BRC Babcock Charlotte~~”) with Charlotte County and SWFRPC; and

WHEREAS, on December 13, 2007, the Board approved and adopted the ~~BRC Babcock Ranch Community~~ Master Development of Regional Impact Master DRI Development Order under Resolution 2007-196, as subsequently amended on June 17, 2008 by Resolution 2008-063; on December 15, 2009 by Resolution 2009-283; on December 13, 2011 by Resolution 2011-485; on April 24, 2012 by Resolution 2012-024; on July 25, 2017 by Resolution 2017-187; on June 12, 2018 by Resolution 2018-077; and on July 27, 2021 by Resolution 2021—108 (“MDO”); and

~~WHEREAS, in accordance with Condition 22 of the 2007 MDO, the Board of County Commissioners of Charlotte County, Florida and the Babcock Ranch Community Independent Special District (the "District") entered into the "Babcock Ranch Community Fiscal Stabilization Agreement between Board of County Commissioners of Charlotte County, Florida, and the Babcock Ranch Community Independent Special District" on September 23, 2008, ("Fiscal Stabilization Agreement"); and as recorded in Official Records Book 3326, Pages 1412-1439, of the Public Records of Charlotte County, Florida; and said agreement satisfies the MDO requirements; and~~

~~WHEREAS, in accordance with Condition 21 of the 2007 MDO, the Board of County Commissioners of Charlotte County, Florida, Developer, and the District entered into the "Impact Fee Credit and Reimbursement Agreement for Babcock Ranch Community" on November 12, 2008, ("Impact Fee Agreement"); and as recorded in Official Records Book 3337, Pages 1813-1823, of the Public Records of Charlotte County, Florida; and said agreement satisfies the MDO requirements; and~~

WHEREAS, all of the agreements, studies, reports and other documents referenced in this BRC Babcock Ranch Community Increment 2 Incremental Development Order ("IDO") shall be kept on file with Charlotte County; and

WHEREAS, the Board, as the governing body of the unincorporated area of Charlotte County having jurisdiction pursuant to Section 380.06, Florida Statutes, is authorized and empowered to consider amendments to the requested AIDAIDO for the Babcock Charlotte BRC Increment 2; filed on June 30, 2022 ("Amendment"); and

WHEREAS, the public notice requirements of Section 380.06, Florida Statutes, and the Charlotte County Land Development Regulations ("LDR"), which includes the County's Zoning Ordinance, have been satisfied for the AIDA Amendment; and

WHEREAS, the Charlotte County Planning and Zoning Board has reviewed and considered the County's staff report and held a public hearing to consider the AIDA Amendment on ~~July 12, 2021~~; April 10, 2023, and

WHEREAS, the issuance of a development order pursuant to Section 380.06, Florida Statutes, does not constitute a waiver of any powers or rights of County regarding the issuance of other development permits consistent herewith; and

WHEREAS, on ~~July 27, 2021~~ May 23, 2023, the Board, at a public hearing in accordance with Section 380.06, Florida Statutes, having considered the AIDA Amendment submitted by Developer, the AIDA Amendment sufficiency questions from reviewing agencies and Developer's responses thereto, the documentary and oral evidence presented at the hearing before the Board, the report and recommendations of the Charlotte County Planning and Zoning Board, and the recommendations of County staff, makes the Findings of Fact and Conclusions of Law set forth below.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA THAT:

RECITALS

The recitals set forth above are true and correct and are incorporated herein and made a part hereof.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. The real property constituting Increment 2 which is the subject of the AIDA Amendment, consists of approximately 4,021.45 acres, and is legally described as set forth in Exhibit A attached hereto and made a part hereof ("Property" or "Community").
2. The AIDA Amendment is consistent with Section 380.06, Florida Statutes.
3. The AIDA Amendment is consistent with the MDO, which is incorporated herein by reference.
4. The Developer submitted to the County an AIDA Amendment on ~~December 7, 2020~~, June 30, 2022. The representations and commitments of Developer made in the AIDA Amendment which are made conditions of this IDO are identified and set forth herein.
5. The Developer proposes to develop Increment 2 in accordance with the Babcock Master Concept Plan (Map H) attached hereto as Exhibit B and made a part hereof. Map H constitutes a portion of the revised Master Plan for the Babcock Ranch Overlay District in the Charlotte 2050 Comprehensive Plan ("Comprehensive Plan"). The development program for Increment 2 authorized by this IDO, consisting of one phase, is as follows ("Development Program"), subject to the limitations contained herein:
 - (i) ~~6,457,252~~ residential dwelling units (~~4,434,817~~ single family units and ~~2,023,435~~ multi-family units);
 - (ii) ~~297,250~~ square feet of retail;
 - (iii) ~~727,750~~ square feet of office;
 - (ii) ~~200,600~~ Hotel Rooms;
 - (iv)(iii) ~~730,000~~ square feet of ~~industrial~~ retail;

~~(iv)~~ 400650,000 square feet of office;

~~(v)~~ 200 assisted living facility (ALF) beds;

~~(vi)~~(v) 75,000 square feet of ancillary community uses, and

~~(vii)~~(vi) 18-hole golf course and related facilities, including but not limited to maintenance facilities and cart barn;

~~(viii)~~(vii) Supporting community facilities such as the educational service center, schools, university facilities, libraries, places of worship, fire, EMS and sheriff facilities, regional and community park facilities, clubhouses and similar neighborhood amenities, and the necessary utility infrastructure including, but not limited to, water, wastewater and reuse water systems, electric, telephone and cable systems, will not be attributed to the development components set forth above, and will not count towards the maximum thresholds of development as established in this IDO;

~~(ix)~~(viii) All other ancillary facilities, together with the development components set forth above [excluding (viii)] shall not exceed the maximum thresholds established in this IDO, subject to the use of the Land Use Equivalency Matrix contained in Exhibit C the MDO; and-

~~(x)~~(ix) Temporary housing for construction workers and their families will not count against the residential dwelling units allowed herein.

6. The Increment 2 development is not in an area designated as an Area of Critical State Concern pursuant to the Provisions of Section 380.05, Florida Statutes, as amended.

7. The Increment 2 development is consistent with the current land development regulations and the ~~Charlotte 2050~~ Comprehensive Plan, adopted pursuant to Chapter 163, Part II, Florida Statutes. Further, it is orderly, maximizes efficiency of infrastructure, and provides for specific infrastructure improvements needed to meet prescribed levels of service.

8. Increment 2 development as approved herein is consistent with the State Comprehensive Plan.

9. The mitigation provided for Increment 2 development is consistent with the requirements of Section 163.3180(5), F.S.

10. The ~~AIDA~~ Amendment for Increment 2 of the ~~BRC~~ Babcock Ranch Community DRI is hereby approved, subject to compliance with the conditions contained in this IDO and the MDO.

CONDITIONS

1. GROSS RESIDENTIAL DENSITY CONDITION AND DEVELOPMENT PROGRAM

A. Representations and Commitments as Conditions.

(1) The Development Program is approved and may be adjusted by Developer in accordance with the Land Use Equivalency Matrix ~~equivalency matrix~~ attached as Exhibit H hereto, and incorporated herein, as Exhibit C. to the MDO.

(2) The Updated Summary of Land Dedication & Facilities Construction for Increment 2 is attached hereto as Exhibit D ~~and updates a portion of Exhibit D of the MDO.~~

(3) The minimum amount of non-residential development which may be constructed by the end of Increment 2 relative to the cumulative number of residential

units which have been, or are projected to be, developed in Increment 2 shall be 50,000 square feet. The intent is that non-residential uses be allowed to serve the occupancy of dwelling units.

(4) Development within Increment 2 shall be in accordance with Exhibit E.

(5) Current uses within Increment 2 may continue to operate until such time said use is permanently replaced with a use approved herein. Current uses within Increment 2 include, but are not limited to, cattle grazing, agricultural uses, and ecotourism uses. Permits for existing uses can be renewed or modified as an allowed use until said use is permanently replaced by a use approved herein.

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2. **AFFORDABLE HOUSING**

A. Representations and Commitments as Conditions. – None.

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3. **STORMWATER MANAGEMENT, WATER QUALITY, AND FLOOD PLAINS**

A. Representations and Commitments as Conditions.

(1) The Master Drainage Plan for Increment 2 is attached hereto as Exhibit F.

(2) The design of the Increment 2 surface water management system will comply with the MDO "Stormwater Plan," ~~outlined in Subsection A and B in Condition 4 of the MDO.~~

(3) Development of Increment 2 includes conveyance features located outside the Increment 2 boundaries that convey stormwater runoff. Examples of conveyance features include, but are not limited to, swales, ditches, canals and overland flow. Some improvements to these conveyance features will be made as part of Increment 2.

(4) The stormwater management system shall be that system as permitted by the South Florida Water Management District ("SFWMD") Individual Environmental Resource Permit No. 08-00004-S-05, as ~~may be amended~~ ("supplemented by Permit No. 08-105624-P (Application No. 200526-3536) ("Conceptual ERP").

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4. TRANSPORTATION _____

A. Representations and Commitments as Conditions.

~~(1) Increment 2~~

~~In accordance with the MDO, each Incremental traffic study will include any previously evaluated Increment as Project traffic. Mitigation provided by any previously evaluated Increment shall be credited Refer to the overall impact Exhibit G of the Project.~~

~~a. Developer shall be fully responsible for the required site-related roadway and intersection improvements associated with Increment 2 as set forth herein. Site-related improvements include, but are not limited to, the following: site driveways and roads; median cuts made necessary by those driveways or roads; right turn, left turn, and deceleration or acceleration lanes leading to or from those driveways or roads; traffic control measures for those driveways or roads; and roads or intersection improvements whose primary purpose at the time of construction is to provide access to the development. The specific site-related improvements shall be subject to review and approval under the Site Plan Review process as provided in Section 3-9-7.1 of the Code of Laws and Ordinances of Charlotte County, Florida ("Code"), and coordination with FDOT. The cumulative site-related improvements for Increments 1 and 2 are as follows:~~

~~a. SR 31 / Cypress Parkway (D-D)~~

- ~~• Add NB Right Turn Lane~~

- ~~Add SB Left Turn Lane~~
 - ~~Add WB Dual Left Turn Lanes~~
 - ~~Add WB Thru/Right Turn Lane~~
 - ~~Signal, If and When Warranted~~
- b. ~~SR 31 / Horseshoe Road / Lake Babcock Drive (C-C)~~
- ~~Add NB Right Turn Lane~~
 - ~~Add SB Left Turn Lane~~
 - ~~Add WB Dual Left Turn Lanes~~
 - ~~Add WB Thru/Right Turn Lane~~
 - ~~Signal, If and When Warranted~~
- c. ~~SR 31 / Cook Brown Road/Greenway Boulevard (B-B)~~
- ~~Add NB Right Turn Lane~~
 - ~~Add SB Left Turn Lane~~
 - ~~Add WB Left Turn Lane~~
 - ~~Add WB Thru/Right Turn Lane~~
 - ~~Signal, If and When Warranted~~
- d. ~~SR 31 / Increment 1 North Project Entrance/Hercules~~
- ~~Grade~~
- ~~Add NB Right Turn Lane~~
 - ~~Add SB Left Turn Lane~~
 - ~~Add WB Left Turn/Right Turn Lane~~

~~Construction of ingress and egress driveways, as necessary along SR 31.~~

~~b. The cumulative off-site traffic impacts of Increments 1 and 2, through 2033, as estimated by the AIDA traffic analysis are identified in Exhibit J, which is attached hereto and incorporated herein by reference. These off-site traffic impacts have been accepted by FDOT, Charlotte County, Lee County, and the SWFRPC, as the cumulative impacts resulting from Increments 1 and 2.~~

~~1. The mutually agreed upon significantly and adversely impacted roadways for Increments 1 and 2, that are not transportation deficient, and the identified improvements for Increments 1 and 2 are:~~

~~a. SR 31 from SR 78 to Old Rodeo Drive~~

- ~~• Widen from 4 to 6 Lanes~~

~~b. SR 31 from Old Rodeo Drive to North River Road~~

- ~~• Widen from 4 to 6 Lanes~~

~~c. SR 31 from North River Road to Shirley Lane~~

- ~~• Widen from 4 to 6 Lanes~~

~~d. SR 31 from Shirley Lane to Fox Hill Road~~

- ~~• Widen from 4 to 6 Lanes~~

~~e. SR 31 from Fox Hill Road to Busbee Lane~~

- ~~• Widen from 4 to 6 Lanes~~

~~f. SR 31 from Busbee Lane to Charlotte/Lee County Line~~

- ~~• Widen from 2 to 6 Lanes~~

~~g. SR 31 from Charlotte/Lee County Line to Cypress Parkway~~

- ~~• Widen from 2 to 6 Lanes~~

~~h. SR 31 from Cypress Parkway to Lake Babcock Drive~~

- ~~• Widen from 2 to 4 Lanes~~

~~2. The mutually agreed upon significantly and adversely impacted intersections, that are not transportation deficient, and the identified improvements for Increments 1 and 2 are:~~

~~a. SR 78 / Hart Road~~

- ~~• Add SB Right Turn Lane~~

~~b. SR 80 / Orange River Boulevard~~

- ~~• Add NB Left Turn Lane~~

- ~~• Add WB Left Turn Lane~~

~~c. SR 80 / SR 31~~

- ~~• Add NB Left Turn Lane~~

- ~~• Add WB Thru Lane~~

~~d. SR 31 / SR 78~~

- ~~• Add EB Left Turn Lane~~

~~e. SR 31 / North River Road~~

- ~~• Add WB Left Turn Lane~~

~~f. SR 78 / Old Bayshore Road~~

- ~~• Add EB Left Turn Lane~~

~~The Cumulative (with Increment 1 and 2) proportionate share of the improvements, as shown on Exhibit K, has been calculated consistent with F.S. 163.3180. The proportionate share calculation was based on 5,117 pm peak hour two-way external trips and 5,087 pm peak hour two-way net new trips assigned to the external road network established by the AIDA traffic analysis. The calculated cumulative proportionate share for the Incremental DRI with both Increments 1 and 2 is \$50,761,263 based upon the proportionate share percentages as calculated per lane mile for each improvement as shown on Exhibit K. The proportionate share percentages have been accepted by Charlotte County and FDOT for Increments 1 and 2, recognizing that the actual costs may increase or decrease based upon the final actual costs of the agreed upon improvements.~~

~~3. The agreed upon mitigation of the significantly and adversely impacted roadways and intersection improvements identified in Condition 4(A) (1).b.1. and 2., accepted by Charlotte County and FDOT shall be the following schedule of listed improvements and date certain payment provisions:~~

Reference #	Item ⁽⁴⁾	Total Costs Subject to Prop Share Assessment ⁽⁷⁾	Proportionate Share Estimate	Mitigation Commitments ⁽⁸⁾	Mitigation Paid	Anticipated Start Date ⁽²⁾
1.1	Off Site Road Segments	-	-	-	-	-
	SR 31	-	-	-	-	-
	a. SR 78 to CR 78 Widen from 2 to 4 lanes With infrastructure and grading provided for 6 lane expansion	\$11,434,523	\$11,434,523	\$20,960,000	\$0	SR 31 PD&E Study ⁽⁶⁾
	b. CR 78 to Cypress Parkway Widen from 2 to 4 lanes With infrastructure and grading provided for 6 lane expansion	\$34,702,126	\$31,253,395	\$47,170,000	\$0	SR 31 PD&E Study ⁽⁶⁾
	e. Cypress Parkway to Horseshoe Road Widen from 2 to 4 lanes Sidewalk one side	\$7,730,259	\$7,730,259	\$7,730,000	\$0	SR 31 PD&E Study ⁽⁶⁾
	Subtotal	\$53,866,908	\$50,418,177	\$75,860,000	\$0	-
	d. Prior Project Contributions					-
	(1) SEIR/PD&E Contribution	\$0	\$0	\$1,350,000	\$1,350,000	Completed ⁽⁹⁾
	(2) Previously completed design, permitting, and survey associated with SR 31 widening	\$0	\$0	\$2,342,000	\$2,342,000	Completed ⁽⁹⁾
	(3) Previously constructed chain of lakes	\$0	\$0	\$2,500,000	\$2,500,000	Completed ⁽⁹⁾
	SR 31 Subtotal	\$53,866,908	\$50,418,177	\$82,052,000	\$6,192,000	-
1.2	Off-site Intersections					-
	a. SR 78 and Hart Road Add SB Right Turn Lane	\$283,996	\$0	\$0	\$0	Mitigation Satisfied ⁽⁹⁾
	b. SR 80 and Orange Rover Boulevard Add NB Left Turn Lane Add WB Left Turn Lane	\$270,836	\$72,223	\$0	\$0	Mitigation Satisfied ⁽⁹⁾
	c. SR 80 and SR 31 Add NB Left Turn Lane Add WB Thru Lane	\$730,433	\$0	\$0	\$0	Mitigation Satisfied ⁽⁹⁾
	d. SR 31 and SR 78 Add EB Left Turn Lane	\$135,418	\$135,418	\$0	\$0	Mitigation Satisfied ⁽⁹⁾
	e. SR 31 and North River Road Add WB Left Turn Lane	\$135,418	\$0	\$0	\$0	Mitigation Satisfied ⁽⁹⁾
	f. SR 78 and Old Bayshore Road Add EB Left Turn Lane	\$135,418	\$135,418	\$0	\$0	Mitigation Satisfied ⁽⁹⁾
	Off site Intersections Subtotal	\$1,691,519	\$343,059	\$0	\$0	Mitigation Satisfied ⁽⁹⁾
2	SR 31 Traffic Count Stations ⁽⁴⁾	\$0	\$0	\$200,000	\$200,000	Installed at Cypress Parkway, Lake Babcock Drive, and Greenway Boulevard ⁽⁴⁾
-	-	-	-	-	-	-
-	Grand Total	\$55,558,427	\$50,761,236	\$82,252,000	\$6,392,000	-

Footnotes:

- (1) Subject to agreement between FDOT and the Developer, the scope of the schedule of improvements may be increased with credit for any increased cost funded by the Developer reimbursed consistent with Condition 4(A).1.b.6.
- (2) Dates are anticipated and subject to adjustment by Developer and FDOT without a need to amend this IDO. Start dates, as well as the associated mitigation requirements, contained within the IDO are subject to extension under Section 252.263, Florida Statutes.
- (3) The cost of the permanent count station equipment will be credited against the DRI's traffic mitigation obligation per MDO Condition 5.B.(7).
- (4) Traffic Count Stations to be installed at Project Entrances, as the Project Entrances are built.
- (5) These tasks have been mitigated by Developer to facilitate completion of required improvements. The paid mitigation is creditable towards future assessments consistent with Condition 4(A).1.b.6.
- (6) FDOT SR 31 PD&E Study from Cook Brown Road to SR 78 is currently ongoing.
- (7) Total estimated costs for improvements of the significantly and adversely impacted roadways and intersection improvements identified in Condition 4(A)(1).b.1. and 2 which are subject to proportionate share assessment.
- (8) Includes FDOT State Infrastructure Bank Loan Improvement Cost Estimate of \$75,860,197.
- (9) Proportionate share obligations for the off-site intersection improvements are considered to be pipelined towards SR 31 roadway improvements; mitigation paid to date is in excess of proportionate share obligations for the off-site intersection improvements.

~~4. These conditions and satisfaction of mitigation supersede Master Development Order for the Cumulative Incremental Transportation Conditions of Increment 1 IDO (Resolution 2020-070, as may be amended from time to time), as transportation analyses are cumulative. After the effective date of this IDO, the Developer shall (or indicate completion of):~~

~~a. Initiate the below improvements of SR 31 to eventually (during the full development of Babcock Ranch) result in the four-laning of SR 31 from SR 78 to Horseshoe Road/Lake Babcock Drive (Reference #2 above and i-ii below). The improvements will consist of the following:~~

- ~~• Funding in the amount of \$1,000,000 has been provided to the FDOT to facilitate the preparation of the Project Development and Environment Study (PD&E) and/or State Environmental Impact Report (SEIR) for SR31 from SR 78 to North River Road. This funding is being used by the FDOT to prepare a complete PD&E Study or SEIR Study of SR 31 from SR 78 to North River Road.~~
- ~~• Coordinating with FDOT to fund, continue and complete the Project Development and Environment Study (PD&E) or State Environmental~~

Impact Report (SEIR) for SR 31 from North River Road to Cook Brown Road.

b. ~~Permanent traffic count stations were installed at Greenway Boulevard, Lake Babcock Drive, and Cypress Parkway.~~

5. ~~FDOT has maintenance authority for SR 31 and the intersection improvements set forth above. Developer shall be responsible for the guaranteed construction of the above improvements, in accordance with the above schedule, and in accordance with the binding and enforceable commitment by the Developer in this IDO, to assure construction or improvement of these facilities.~~

6. ~~If the cost of the mitigation provided by the Developer for Increments 1 and 2 exceeds the proportionate share of the impacts resulting from mitigation by Increments 1 and 2 of \$50,761,263 (as adjusted up or down in accordance with actual costs and based upon the accepted proportionate share percentages shown on Exhibit K), the Developer shall be entitled to a credit toward the overall impact of the Project for the cost of improvements beyond the proportionate share amount and receive mitigation credit for subsequent increments or phases, as provided in the MDO and applicable law. Developer, FDOT, and/or County may enter into a Transportation Credit Agreement to further delineate the terms and procedures for implementing~~

~~credits for identified improvements set forth above in excess of the proportionate share of Increments 1 and 2. Credit for the cost of additional improvements as set forth above shall be analyzed as part of the transportation analysis for future increments and be included in subsequent incremental development orders.~~

~~c. Satisfaction of the required mitigation in the timeframes as outlined and compliance with the transportation related provisions of this IDO for Increment 2 shall satisfy the road or traffic concurrency requirements of the Charlotte 2050 Comprehensive Plan, LDR, and the Charlotte County Concurrency Management System, through December 31, 2033 (the buildout date of Increment 2). If the Developer proposes to extend the buildout date of Increment 2 beyond December 31, 2033, the Developer and the County, during the development order amendment process pursuant to Section 380.06(7), Florida Statutes, shall re-evaluate the future traffic impact of Increment 2 in a manner consistent with the MDO, and shall re-evaluate the concurrency status of Increment 2 on all roadway segments and intersections listed in Conditions 4(A)(1)b.1. and 2., above.~~

~~d. DEO has determined that SR 31 is a Regionally Significant Roadway.~~

~~e. County, by approving this IDO, has exercised its discretion to accept this mitigation for Increment 2.~~

~~f.(1) _____ Improvements to the facilities outlined above shall be mitigated at the time that a road segment or intersection is expected to operate below the~~

~~level of service standard adopted in County's Comprehensive Plan. If the road or the intersection operates below the adopted level of service, no building permits for residential and non-residential development shown on Exhibit E for Increment 2 shall be issued unless the improvements are: a) complete, b) under construction, c) the subject of a clearly identified, executed and recorded local government development agreement consistent with Sec. 163.3220 through 163.3423, F.S., ensuring completion concurrent with impacts; d) the subject of a binding commitment ensuring completion concurrent with impacts or e) the DRI's proportionate share mitigation may be pipelined into specific improvements as deemed necessary and mutually agreed upon between FDOT and the developer.~~

- (2) The Master Internal Circulation Plan for Increment 2 is attached hereto as Exhibit G

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5. VEGETATION, WILDLIFE, AND WETLANDS

A. Representations and Commitments as Conditions.

(1) ~~Additional~~ FDEP State 404 Permit No. 396574-001 issued November 19, 2021 ("State 404 Permit"), provides specific conditions to address both State and federally listed species have been documented within Increment 2 over those identified in. These permit conditions incorporate by reference the MDO. An updated Biological Opinion ~~Opinions~~ for the BRC Babcock Ranch Community will be provided to the County with the first biennial report for Increment 2.

(2) Development within Increment 2 shall comply with the threatened and endangered management plan ("T&E Plan") provided for in the Conceptual ERP and ~~United States Army Corps of Engineers Permit SAJ 2006-6656 (IP-MJD) ("AGOEP"),~~ State 404 Permit as may be modified.

(3) Development within Increment 2 shall comply with the mitigation requirements provided for in the ERP and ~~AGOEP~~ State 404 Permit, as may be modified.

(4) Mitigation for wetlands and listed species within the Increment 2 boundary may occur outside the Increment 2 boundary in accordance with the MDO, and the approved T&E Plan and Mitigation Plan referenced in the MDO, and included in the state and federal permits.

(5) Any amendments to the T&E Plan and Mitigation Plan will be provided to the County as part of the applicable Biennial Report for Increment 2 ~~to the County~~.

(6) Copies of any conservation easements that have been recorded relative to Increment 2 that were not provided in a previously submitted Biennial Report will be

provided to the County as part of the applicable Biennial Report for Increment 2 ~~to the~~
County.

(7) A Greenway Map for Increment 2 is attached hereto as Exhibit H.

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6. **WASTEWATER MANAGEMENT AND WATER SUPPLY**

A. Representations and Commitments as Conditions.

(1) The Primary Utility Corridor map for Increment 2 is attached hereto as Exhibit I.

(2) The source of raw water for potable service within Increment 2 will be groundwater. MSKP Town and Country Utility, LLC or its successors and assigns will provide water service for Increment 2.

(3) MSKP Town and Country Utility, LLC or its successors and assigns will provide wastewater service for Increment 2.

(4) All effluent suitable for Public Access Reuse will be stored and distributed as needed into an irrigation system which will include residential, commercial, median and other green areas. After storage has been maximized, excess effluent will be disposed of consistent with Florida Department of Environmental Protection permitting. Irrigation systems will use best management practices to minimize overspray onto impervious systems that could lead to the stormwater management system.

(5) Babcock Ranch Irrigation, LLC, or its successors and assigns, will provide reclaimed water service for Increment 2.

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7. EDUCATION

A. Representations and Commitments as Conditions.

(1) The Developer shall comply with the School Site Dedication Agreement. ~~Delivery of the school site(s) as set forth on the schedule in Exhibit "D" may be revised by agreement of Developer and the Charlotte County School Board.~~

(2) The Developer, District, ~~Charlotte County~~ and ~~The~~the School Board of Charlotte County entered into an Addendum to the ~~Babcock Ranch~~ School Site Dedication Agreement on January 8, 2018 ("Agreement") addressing school concurrency for development. ~~Should~~If the Agreement is not be utilizedimplemented to address school concurrency ~~in the future~~, the Developer and Charlotte County School Board shall ~~either amend the Agreement, enter into a new agreement to address school concurrency or comply with the updated Interlocal Agreement for Coordinated Planning and School Concurrency dated May 2018~~ accordingly.

(3) Age-restricted communities will not be subject to school concurrency requirements.

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8. **POLICE AND FIRE**

A. Representations and Commitments as Conditions.

(1) All law enforcement, fire, and EMS impact fees collected from the Development (not including any interest earned by County) shall be provided to Developer or District in the form of reimbursements as set forth in the Impact Fee Agreement.

(2) Fire protection may be served by appropriately pressurized irrigation water.

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9. **SOLID/HAZARDOUS/MEDICAL WASTE**

A. Representations and Commitments as Conditions.

(1) Solid waste in Increment 2 will be collected by the District. Increment 2 is not intended to be part of the County's Sanitation District; however, solid waste will be sent to the Charlotte County Landfill.

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10. **OPEN SPACE AND PARKS**

A. **Representations and Commitments as Conditions.**

(1) Renewable energy and energy storage resource facilities and systems shall be allowed throughout Increment 2. If constructed within Active Greenways, such facilities shall not count as open space.

(2) Park sites shall be conveyed to the District or a property owner's association (POA) with exotic plants removed and infrastructure provided.

(3) District or Developer shall prepare the master plan(s) for the permanent park site(s) required within Increment 2. The Developer, District or POA shall develop and operate the parks within Increment 2.

(4) General agricultural operations may be conducted throughout Increment 2 in accordance with the ~~Charlotte 2050~~ Comprehensive Plan and the LDR.

(5) All parks and library impact fees collected from the Development within Increment 2 shall be provided to the Developer or District in accordance with the Impact Fee Agreement.

(6) Common recreational areas and common open spaces within Increment 2, if any, will be maintained by a POA or the District.

(7) Some recreation and parks may be provided as temporary uses in Increment 2 that might be replaced by future development as other facilities are provided.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

11. **ENERGY**

A. Representations and Commitments as Conditions - None.

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12. **MINING OPERATIONS**

A. Representations and Commitments as Conditions – None.

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CONSISTENCY WITH THE LOCAL COMPREHENSIVE PLAN

County has determined that the Increment 2 project is consistent with its Charlotte 2050 the Comprehensive Plan.

BIENNIAL REPORTS

The Developer of Increment 2, or its successor(s)-in-title to the undeveloped portions of Increment 2, must submit a biennial report to the County. The Developer of Increment 2 must inform successors-in-title to any undeveloped portion of the real property covered by this IDO of this reporting requirement.

COMPLIANCE MONITORING

The County Administrator, or his or her designee, shall be the local official responsible for assuring compliance with the IDO. Monitoring procedures will include County's site plan review and code enforcement procedures, and the Biennial Reports.

EXEMPTION FROM DOWNZONING AND DENSITY/INTENSITY REDUCTION

Pursuant to Subsection 380.06(4)(a), Florida Statutes, this Increment 2 project is exempt from down zoning, intensity reduction, or unit density reduction until May 8, 2043, unless County can demonstrate that substantial changes in the conditions underlying the approval of this IDO have occurred or this IDO was based on substantially inaccurate information provided by the Developer or that the change is clearly established by local government to be essential to the public health, safety, or welfare.

COMMENCEMENT OF DEVELOPMENT

Development shall commence in accordance with the deadline(s) established in this IDO.

PROJECTED BUILDOUT

Buildout of Increment 2 is projected to occur on or about ~~December 31, 2033~~ April 30, 2035 ("Buildout Date").

EXPIRATION DATE

The expiration date for this IDO is ~~December 31, 2040~~ April 30, 2042.

DEVELOPMENT PERMITS

Subsequent requests for development permits within Increment 2 shall not require further review pursuant to Section 380.06, Florida Statutes. Amendments to this IDO shall be processed in accordance with Charlotte County Code 3-9-10.1, as may be amended.

GENERAL PROVISIONS

The approval granted by this IDO is limited. Such approval shall not be construed to relieve the Developer of the duty to comply with all other applicable local, state, or federal permitting regulations.

A. Developer and County shall work together in a cooperative manner to ensure that the necessary applications to County, the issuance of permits and the conduct of inspections occur expeditiously and that development is not impeded by unnecessary delays associated with such applications, permit issuances, and inspections.

B. It is understood that any reference herein to any governmental agency shall be construed to mean any future entity which may be created or be designated or succeed in interest to, or which otherwise possesses any of the powers and duties of, any referenced governmental agency in existence on the effective date of this IDO.

C. Appropriate conditions and commitments contained herein may be assigned to or assumed by the District.

D. If there is a conflict between a provision in this IDO and a provision in the MDO, the provision in this IDO shall prevail for Increment 2, except that this IDO must comply with the Land Use Equivalency Matrix in Exhibit H of the MDO. Exhibit D, attached hereto and made a part hereof by reference, is an updated version of Exhibit D to the MDO entitled "Summary of Land Dedication and Facilities Construction" as to the Increment 2 property. ~~Said updated Exhibit D amends Exhibit D to the MDO as to the Increment 2 property.~~

E. Appropriate conditions and commitments contained herein may be assigned to or assumed by District. ~~If the Developer is required by this IDO to provide, pay for, or otherwise cause to be provided, infrastructure, projects, systems, or facilities, then the District may independently satisfy such obligations. To the extent that any such obligation under this IDO is met or performed by the District, then such obligation shall be deemed satisfied and the Developer shall no longer be subject to such obligation.~~

F. If there is a conflict between a provision in this IDO and a provision in an ERP, a Consumptive Use Permit ("CUP"), ~~Florida Department of Environmental Permitting ("FDEP")~~ FDEP 404 Permit or ACOEP, the provision in the ERP, CUP, FDEP 404 Permit or ACOEP shall prevail.

G. In the event that any portion or section of this IDO is determined to be invalid, illegal, or unconstitutional by a court or agency of competent jurisdiction, such decision shall in no manner affect the remaining portions of this development order which shall remain in full force and effect.

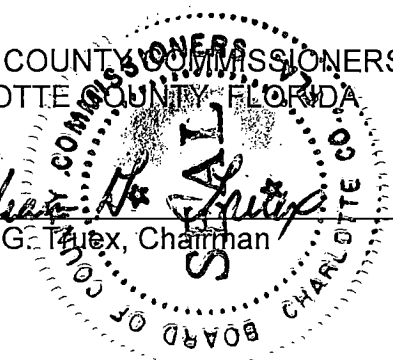
H. This IDO shall be binding upon the County and the Developer, its assignees or successors-in-interest.

- I. This IDO shall become effective as provided by law.
- J. The County may provide certified copies of this IDO to DEO and the SWFRPC.
- K. This Resolution shall be recorded in the Public Records of Charlotte County, Florida. Notice of the adoption of this IDO shall be recorded by the Developer, in accordance with F.S. 28.222 with the Clerk of the Circuit Court for Charlotte County.

PASSED AND DULY ADOPTED this 23rd day of May, 2023.

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By: William G. Tulex
William G. Tulex, Chairman



ATTEST:
Roger D. Eaton, Clerk of the Circuit Court
and Ex-Officio Clerk to the
Board of County Commissioners

By: Roger D. Eaton
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: Janette S. Knowlton
Janette S. Knowlton, County Attorney
LR#2023-0107

EXHIBITS

- Exhibit A Increment 2 Babcock Ranch Community Legal Description
- Exhibit B Babcock Ranch Community Map H Increment 2 Master Development Plan and Fixed and Variable Development Criteria
- Exhibit C ~~Babcock Ranch Community Increment 2 Equivalency Matrix~~ Reserved
- Exhibit D Updated Summary of Land Dedications and Facilities Construction
- Exhibit E Babcock Ranch Community Increment 2 Parameters
- Exhibit F Increment 2 Master Drainage Plan
- Exhibit G Increment 2 Master Internal Circulation Plan
- Exhibit H Increment 2 Primary Greenway Map and Trails Plan
- Exhibit I Increment 2 Primary Utility Corridor Map
- ~~Exhibit J Increment 2, Future (2033) Traffic Conditions with Project Directional Peak Hour Peak Season~~
- ~~Exhibit K Increment 2, Future (2033) Traffic Conditions with Project Proportionate Share Calculation~~

EXHIBIT A

**Increment 2 Babcock Ranch Community Legal
Description**



DESCRIPTION

BABCOCK RANCH COMMUNITY INCREMENT 2 LYING IN

SECTIONS 15, 16, 17, 20, 21, 22, 26, 27, 28, 29, 32, 33,
TOWNSHIP 42 SOUTH, RANGE 26 EAST
CHARLOTTE COUNTY, FLORIDA

COMMENCING AT A POINT OF INTERSECTION WITH THE NORTHWESTERLY CORNER OF PARCEL 1 (AREA 6) AND THE EAST LINE OF PARCEL 2 (300' STRIP), AS RECORDED IN OFFICIAL RECORDS BOOK 3010, PAGE 105, PUBLIC RECORDS, CHARLOTTE COUNTY, FLORIDA; THENCE ON THE NORTHERLY LINE OF SAID PARCEL 1, FOR THE FOLLOWING THREE (3) COURSES; (1) S.77°54'41"E., FOR 707.32 FEET; (2) N.81°38'00"E., FOR 5,167.82 FEET; (3) N.82°12'01"E., FOR 711.48 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ON SAID NORTHERLY LINE FOR THE FOLLOWING SIX (6) COURSES; (1) N.62°45'03"E., FOR 4,638.30 FEET; (2) N.28°10'55"W., FOR 1,272.60 FEET; (3) N.69°50'23"E., FOR 1,104.27 FEET; (4) S.45°00'57"E., FOR 266.60 FEET; (5) N.71°59'01"E., FOR 448.53 FEET; (6) N.12°51'59"W., FOR 1,654.85 FEET; THENCE N.81°12'25"E., DEPARTING SAID LINE, FOR 4,859.91 FEET; THENCE N.85°04'00"E., FOR 129.81 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY LINE OF SAID PARCEL 1; THENCE ON SAID EASTERLY LINE FOR THE FOLLOWING FOURTEEN (14) COURSES; (1) S.21°59'06"E., FOR 1,739.17 FEET; (2) S.55°42'26"W., FOR 195.73 FEET; (3) S.22°47'49"W., FOR 5,490.82 FEET; (4) S.05°03'05"W., FOR 533.35 FEET; (5) S.20°54'51"E., FOR 336.86 FEET; (6) S.80°06'18"E., FOR 334.84 FEET; (7) N.89°59'33"E., FOR 307.20 FEET; (8) N.62°56'46"E., FOR 516.42 FEET; (9) N.52°01'16"E., FOR 818.34 FEET; (10) S.42°01'35"E., FOR 1,162.94 FEET; (11) S.39°20'59"E., FOR 1,779.16 FEET; (12) S.04°14'12"W., FOR 1,329.59 FEET; (13) S.51°39'36"E., FOR 782.53 FEET; (14) N.89°45'02"E., FOR 3,471.81 FEET; THENCE S.00°00'00"E., DEPARTING SAID EASTERLY LINE, FOR 346.72 FEET; THENCE S.29°19'24"W., FOR 26.86 FEET; THENCE S.04°37'49"W., FOR 7.78 FEET; THENCE ON THE ARC OF A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 661.19 FEET, (DELTA 03°10'41") (CHORD BEARING N.71°49'45"W.), (CHORD 36.67 FEET) FOR 36.68 FEET; THENCE S.61°23'22"W., FOR 308.04 FEET; THENCE S.38°34'17"W., FOR 438.56 FEET; THENCE S.20°30'08"W., FOR 454.57 FEET; THENCE N.85°45'27"E., FOR 6.50 FEET; THENCE S.41°20'52"E., FOR 344.79 FEET; THENCE S.13°34'11"E., FOR 393.26 FEET; THENCE ON THE ARC OF A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 134.61 FEET, (DELTA 95°45'46") (CHORD BEARING S.45°42'26"W.), (CHORD 199.70 FEET) FOR 224.98 FEET; THENCE ON THE ARC OF A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 9,808.43 FEET, (DELTA 01°37'53") (CHORD BEARING S.46°35'13"W.), (CHORD 279.26 FEET) FOR 279.26 FEET; THENCE S.05°18'09"E., FOR 283.91 FEET; THENCE S.01°55'28"W., FOR 574.50 FEET; THENCE S.02°15'23"E., FOR 376.41 FEET; THENCE N.87°56'27"E., FOR 102.23 FEET; THENCE S.68°32'26"E., FOR 184.58 FEET; THENCE S.59°33'15"E., FOR 245.11 FEET; THENCE S.50°54'05"E., FOR 309.70 FEET; THENCE S.18°36'38"E., FOR 49.44 FEET; THENCE S.01°22'46"E., FOR 266.68 FEET; THENCE S.56°14'45"W., FOR 32.59 FEET; THENCE S.10°10'32"E., FOR 217.99 FEET; THENCE S.04°12'55"W., FOR 154.81 FEET; THENCE S.39°06'34"E., FOR 58.79 FEET; THENCE S.39°30'30"W., FOR 164.97 FEET; THENCE ON THE ARC OF A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 124.06 FEET, (DELTA 69°32'40") (CHORD BEARING S.40°13'32"W.), (CHORD 141.51 FEET) FOR 150.59 FEET; THENCE S.72°40'47"W., FOR 567.54 FEET; THENCE S.42°10'27"W., FOR 62.63 FEET; THENCE S.00°28'50"W., FOR 448.95 FEET; THENCE S.38°02'18"W., FOR 118.40 FEET; THENCE S.80°58'57"W., FOR 481.97 FEET; THENCE S.83°40'09"W., FOR 1,019.45 FEET; THENCE N.54°07'16"W., FOR 108.20

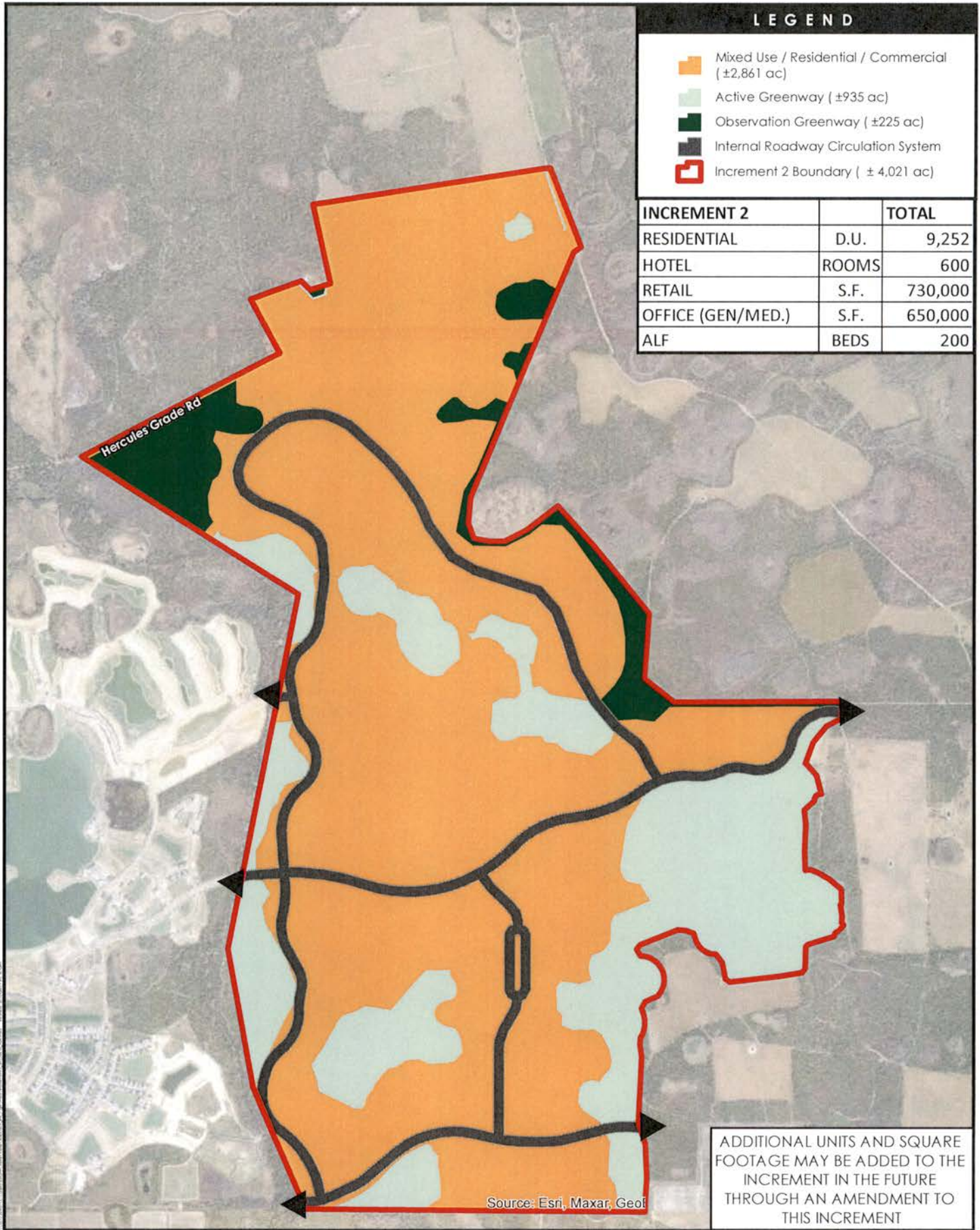
FEET; THENCE N.11°38'08"W., FOR 344.38 FEET; THENCE N.36°31'29"W., FOR 221.80 FEET; THENCE N.87°23'51"W., FOR 91.28 FEET; THENCE ON THE ARC OF A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 443.18 FEET, (DELTA 58°51'33") (CHORD BEARING N.48°10'08"W.), (CHORD 435.51 FEET) FOR 455.27 FEET; THENCE N.18°03'07"W., FOR 140.72 FEET; THENCE N.69°29'26"W., FOR 172.06 FEET; THENCE N.85°07'59"W., FOR 168.82 FEET; THENCE S.68°18'22"W., FOR 836.36 FEET; THENCE S.39°51'17"W., FOR 125.06 FEET; THENCE S.32°37'17"E., FOR 161.39 FEET; THENCE ON THE ARC OF A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 497.26 FEET, (DELTA 131°11'40") (CHORD BEARING S.23°32'53"E.), (CHORD 905.67 FEET) FOR 1,138.61 FEET; THENCE S.65°57'47"W., FOR 294.69 FEET; THENCE S.26°55'45"W., FOR 161.56 FEET; THENCE S.19°22'16"E., FOR 128.56 FEET; THENCE ON THE ARC OF A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 623.05 FEET, (DELTA 45°12'57") (CHORD BEARING S.06°00'15"W.), (CHORD 479.03 FEET) FOR 491.69 FEET; THENCE S.61°08'43"W., FOR 12.30 FEET; THENCE S.05°47'00"W., FOR 153.29 FEET; THENCE S.08°22'36"E., FOR 246.42 FEET; THENCE S.03°02'02"W., FOR 1,355.26 FEET; THENCE S.17°58'48"E., FOR 5.20 FEET; THENCE S.17°58'42"E., FOR 485.85 FEET; THENCE S.02°35'12"E., FOR 717.60 FEET; THENCE S.04°41'29"W., FOR 513.66 FEET; THENCE S.00°11'48"W., FOR 182.44 FEET; TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SECTION 34, THENCE N.89°35'44"W., ON SAID SOUTH LINE, FOR 2,902.61 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 34; THENCE N.89°37'16"W., ALONG THE SOUTH LINE OF SECTION 33, FOR 4,151.59 FEET; THENCE N.23°14'51"W., DEPARTING SAID SOUTH LINE, FOR 2,768.33 FEET; THENCE N.10°23'41"W., FOR 2,923.88 FEET; THENCE N.11°12'07"E., FOR 7,458.70 FEET; THENCE N.57°49'39"W., FOR 5,335.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 4021.45 ACRES, MORE OR LESS.

BEARINGS MENTIONED HEREIN ABOVE ARE BASED ON THE NORTHERLY LINE OF PARCEL 1 (AREA 6) AS RECORDED IN OFFICIAL RECORDS BOOK 3010, PAGE 105, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, WHEREIN SAID NORTHERLY LINE BEARS N81°38'00"E.

EXHIBIT B

**Babcock Ranch Community Map H Increment 2 Master
Development Plan and Fixed and Variable
Development Criteria**



ADDITIONAL UNITS AND SQUARE FOOTAGE MAY BE ADDED TO THE INCREMENT IN THE FUTURE THROUGH AN AMENDMENT TO THIS INCREMENT

Source: Esri, Maxar, Geoi



Disclaimer: Stantec assumes no responsibility for data supplied in electronic format. The recipient accepts full responsibility for verifying the accuracy and completeness of the data. The recipient releases Stantec, its officers, employees, consultants and agents, from any and all claims arising in any way from the content or provision of the data.

Babcock Ranch Community
Increment 2 - Map H
June 2022

Stantec Consulting Services Inc.
6920 Professional Parkway East
Sarasota, FL 34240
tel: 941.907.6900
fax: 941.907.6911



0 1,000 2,000 Feet

FIXED AND VARIABLE DEVELOPMENT CRITERIA FOR BABCOCK RANCH COMMUNITY INCREMENT 2

FIXED DEVELOPMENT CRITERIA

1. THE ALLOCATION OF DWELLING UNITS AND SQUARE FOOTAGE IDENTIFIED ON THE LAND USE TABLE ON MAP H MAY BE MODIFIED CONSISTENT WITH THE EQUIVALENCY MATRIX. ANCILLARY FACILITIES INCLUDED IN INCREMENT 2 SUCH AS EDUCATIONAL SERVICE CENTERS, SCHOOLS, UNIVERSITY RESEARCH FACILITIES, LIBRARIES, PLACES OF WORSHIP, FIRE, EMS, SHERIFF FACILITIES, REGIONAL AND COMMUNITY PARK FACILITIES, AND CLUBHOUSES WILL NOT BE ATTRIBUTED TO OTHER DEVELOPMENT COMPONENTS AND WILL NOT REQUIRE USE OF THE EQUIVALENCY MATRIX.
2. AGRICULTURAL USES, UTILITY INFRASTRUCTURE, RENEWABLE ENERGY SYSTEMS AND FACILITIES SHALL BE PERMITTED THROUGHOUT INCREMENT 2 AND WILL NOT BE ATTRIBUTED TO OTHER DEVELOPMENT PROGRAMS AND WILL NOT BE SUBJECT TO THE EQUIVALENCY MATRIX.
3. ALL DEVELOPMENT OF THE SUBJECT PROPERTY, AS IT RELATES TO THE DEFINED DEVELOPMENT FORMS, DESIGN STANDARDS AND PROVISIONS AND USES COMMON TO THE DISTRICT, SHALL BE IN CONFORMANCE WITH THE BABCOCK RANCH OVERLAY ZONING DISTRICT (ORDINANCE NO. 2014-077), AS MAY BE AMENDED.
4. OPEN SPACE SHALL BE TABULATED AND UPDATED AS A RESULT OF FINAL PERMITTING FOR THE PURPOSE OF MONITORING THE MINIMUM OF 35% OPEN SPACE REQUIRED OVERALL FOR THE BABCOCK RANCH COMMUNITY. OPEN SPACE/GREENWAY AREAS SUBJECT TO CONSERVATION EASEMENTS IDENTIFIED IN THIS INCREMENT SHALL BE RECORDED IN THE PUBLIC RECORDS FOLLOWING FINAL PERMITTING.

VARIABLE DEVELOPMENT CRITERIA

1. THE FOLLOWING ITEMS WILL BE DEFINED DURING DETAILED SITE PLANNING AND PERMITTING:
 - a. FINAL CONFIGURATIONS OF OPEN SPACE, GREENWAYS, DEVELOPMENT PODS, AND UTILITY CORRIDORS, INCLUDING POTENTIAL RELOCATION AND RECONFIGURATION OF OPEN SPACE, GREENWAYS, UTILITY CORRIDORS AND NEIGHBORHOOD MIXED USE/RESIDENTIAL/COMMERCIAL (MURC).
 - b. FINAL ACREAGES OF ALL PROPOSED USES.
 - c. NATIVE HABITAT PRESERVATION, ALTERATION, ENHANCEMENT, MITIGATION AND CONSERVATION ACREAGES MAY BE MODIFIED BASED ON FINAL LAND PLANNING, STORMWATER LAKE DESIGN, OTHER ENGINEERING REQUIREMENTS AND FINAL PERMITTING. MITIGATION MAY OCCUR OUTSIDE THE BOUNDARIES OF THE INCREMENT SUBJECT TO FINAL PERMITTING APPROVALS.
 - d. STORMWATER MANAGEMENT FACILITIES MAY OCCUR OUTSIDE THE BOUNDARIES OF THE INCREMENT SUBJECT TO FINAL ENGINEERING AND PERMITTING.
 - e. THE FINAL LOCATION, SIZE AND ALLOCATION OF CIVIC FACILITIES (I.E. INTERNAL PARKS, SCHOOLS, CHURCHES, EMERGENCY SERVICES BUILDINGS, ETC.).
 - f. THE INTERNAL ROAD ALIGNMENTS AND CIRCULATION (LOCAL ROADS WITHIN DEVELOPMENT PODS WILL BE PROVIDED AS PART OF FINAL SITE PLANNING AND PERMITTING).
 - g. THE CONFIGURATION AND DETAIL ASSOCIATED WITH THE AGRICULTURE AREAS.
 - h. THE FINAL LOCATION, ALLOCATION, ALIGNMENT AND USE OF THE MULTI-MODAL TRAIL SYSTEM AND THE EXACT LOCATIONS AND FUTURE INTERCONNECTIONS OF THE MULTI-MODAL TRAIL SYSTEM WITH THE NEIGHBORHOOD TRAIL/PATH/SIDEWALK SYSTEM.
 - i. THE LOCATION OF VEHICULAR ACCESS POINTS, INCLUDING EXISTING TEMPORARY ENTRYWAYS, TO EXTERNAL PUBLIC ROADWAYS.
2. FURTHER ADJUSTMENTS TO THE BOUNDARIES OF DEVELOPMENT PODS FOR SPECIFIC LAND USE CLASSIFICATIONS MAY OCCUR AS A RESULT OF FINAL LAND PLANNING AND PERMITTING. SPECIFIC USES TO SUPPORT DEVELOPMENT SUCH AS PARKING, STORMWATER LAKES, PARKS OR OTHER SPACES MAY BE IDENTIFIED AND REFINED THROUGH SUBSEQUENT PERMITTING CONSISTENT WITH LOCAL LAND DEVELOPMENT REGULATIONS.
3. ADDITIONAL UNITS AND SQUARE FOOTAGE MAY BE ADDED TO THE INCREMENT IN THE FUTURE THROUGH AN AMENDMENT TO THIS INCREMENT.
4. GOLF COURSE/RECREATION IS ALLOWED IN MIXED USE RESIDENTIAL COMMERCIAL (MURC).

EXHIBIT C
RESERVED

EXHIBIT D

**Updated Summary of Land Dedications and Facilities
Construction**

Exhibit D

SUMMARY OF LAND DEDICATION & FACILITIES CONSTRUCTION

SITE & BUILDING DEDICATION/CONSTRUCTION TIME LINE

The criteria for determining public facility shell completion and/or land dedication shall be by population or residential certificate of occupancy ("C/O") referenced below.

Public Facilities Required	Aggregate Site Dedication (acre)	Number of Sites (#)	Shell Building Required (s.f.)	Commencement of Operations
Community Services Library Component	4	1	12,000 *1 (8,000 optional County participation)	12,000 SF- prior to reaching 17,500 persons 8,000 SF optional County participation- prior to reaching 20,000 persons
Fire/Rescue/ Law Enforcement Site #2 Fire	2	1	8,500	2nd Fire Station by 12,500 persons or 400,000 square feet of non-residential within Increment 2, whichever will be achieved first.
Public Facilities County Annex - "County Hall"	n/a	n/a	20,000	By 17,500 persons*2

12,000 SF *3 8,000 SF optional County participation *3

*3

*3

SUMMARY OF LAND DEDICATION & FACILITIES CONSTRUCTION

SITE & BUILDING DEDICATION TIME LINE

Public Facilities Required	Aggregate Site Dedication (acre)	Number of Sites (#)	Shell Building Required (s.f.)	Commencement of Operations
Schools				
*9 4 Elementary Schools	Up to 60 (20 per school)	3	n/a	*9
Middle Schools	Up to 30.0	4	n/a	
High Schools	Up to 50.0	4	n/a	
Educational Service Center	25	4	n/a	

The criteria for determining public facility shell completion and/or land dedication shall be by residential certificate of occupancy ("C/O")

School Board criteria for land dedication per the School Site Dedication Agreement.

School Board criteria for land dedication per the School Site Dedication Agreement.

School Board criteria for land dedication per the School Site Dedication Agreement.

School Board criteria for land dedication per the School Site Dedication Agreement.

Notes to Exhibit 'D'

*1 Phased Library option. The County and the Developer and/or District agree to cooperate with respect to the design, construction, and funding of this library facility. The developer shall be required to fund the construction of a 12,000 SF library shell building. The County may desire to construct a library facility totaling 20,000 SF. If so, the developer shall fund the library shell building costs for 12,000 SF and the County shall fund the construction of the library shell building costs for 8,000 SF in addition to the construction completion of the library facility described herein.

*2 A County Annex building will be constructed on County owned land. This facility will be designed as a gathering place for community residents, and as County Commission and key staff satellite offices. Appropriate operations shall be served from this facility. The County, at its option, may increase the size of the County Annex and fund said expansion.

*3 County and Developer shall meet bi-annually to discuss the next five (5) years of development projections, such projections shall include the projected population and square footage for non-residential development, including but not limited to retail, office, industrial, ancillary facilities, etc. The population projection shall be based on 2.5 persons per unit. The development projections shall also be coordinated with the emergency response zones to meet the service requirements. The site and building dedication/construction timing for each public facility will be agreed upon in writing as part of the bi-annual meetings.

*4 School Board criteria for land dedication per the School Site Dedication Agreement.

General Notes:

1) All dedications and construction, required under this schedule, shall be completed and turned over based on a population or residential dwelling unit certificate of occupancy use threshold required above or as otherwise agreed to by the parties.

2) The shell building construction required above shall be completed by the Developer one (1) year prior to the trigger referenced in the column entitled 'Commencement of Operations'.

3) Subject to agreement with the County and Developer, public facilities may be located in other increments without the requirement to amend Exhibit D. Biennial Report monitoring and subsequent amendments to the DRI will incorporate such changes, as appropriate.

EXHIBIT E

Babcock Ranch Community Increment 2 Parameters

EXHIBIT E

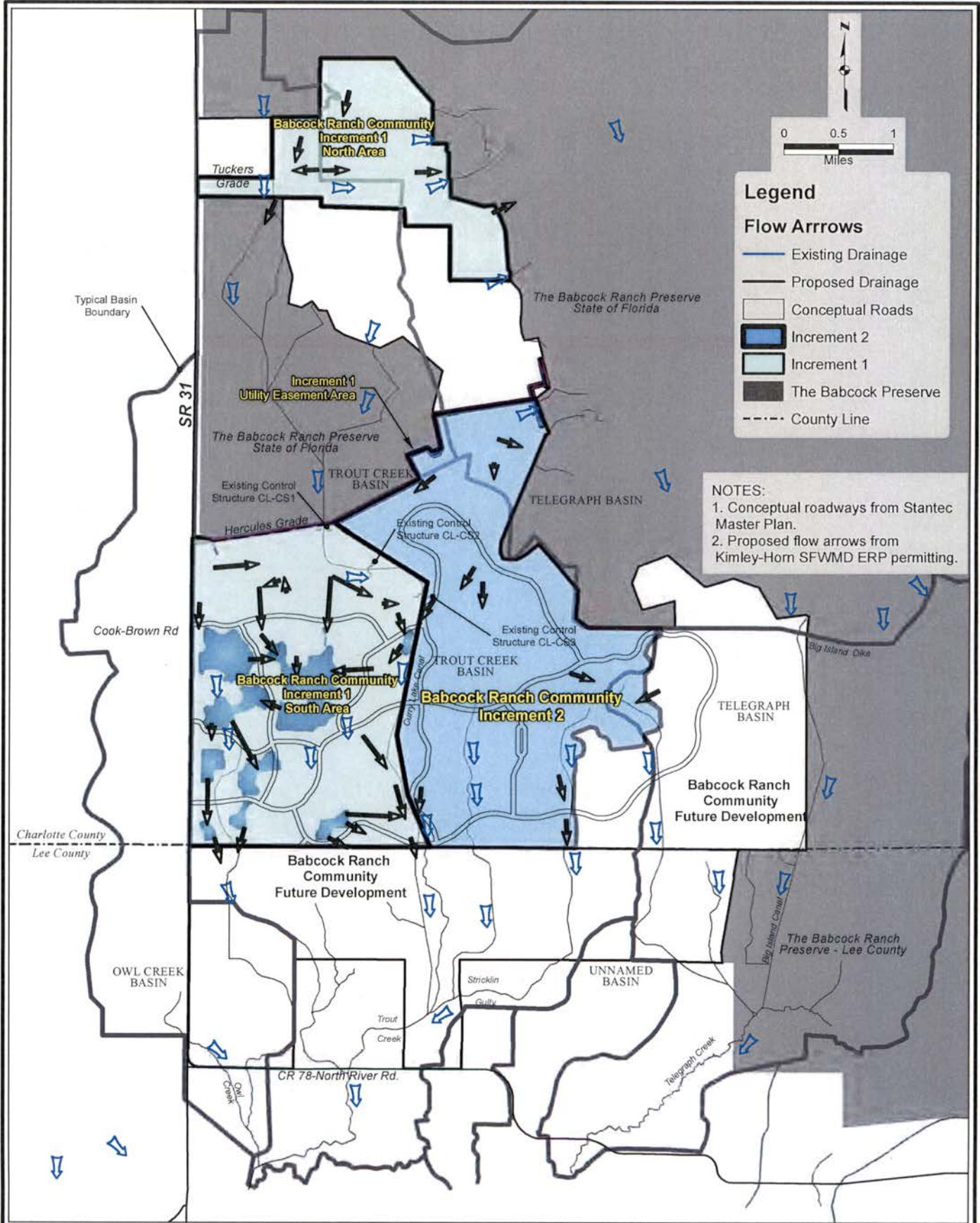
Table 1. INCREMENT 2 PARAMETERS

Increment 2		Total
RESIDENTIAL	D.U.	<u>9,2526,457</u>
HOTEL	ROOMS	<u>600</u>
RETAIL	S.F.	<u>730,000</u> 297,250
OFFICE (GEN/MED)	S.F.	<u>650,000</u> 727,750
INDUSTRIAL	S.F.	<u>200,000</u>
ALF	BEDS	<u>2400</u>
CIVIC/GOVT/CHURCH	S.F.	<u>75,000</u>

Note:

- 1) Utilities, agriculture, and ecotourism are permitted throughout Increment 2.
- 2) Table 1 can be adjusted and interchanged in accordance with the equivalency matrix set forth in Exhibit C hereto ~~H~~ of the MDO, subject to the external vehicle trip limitations set forth in Section 4 ~~Exhibit G of this IDO~~ the MDO.
- 3) Supporting community and other facilities are subject to Findings of Fact and Conclusions of Law Sections 5 (~~xvii~~) and (~~xviii~~).

EXHIBIT F
Increment 2 Master Drainage Plan



Legend

Flow Arrows

- Existing Drainage
- Proposed Drainage
- Conceptual Roads
- Increment 2
- Increment 1
- The Babcock Preserve
- County Line

NOTES:

1. Conceptual roadways from Stantec Master Plan.
2. Proposed flow arrows from Kimley-Horn SFWMD ERP permitting.

w:\fms01\drawings\2012\20129205-006\Environmental\Increment 2\Exhibit F - Proposed Master Drainage.mxd



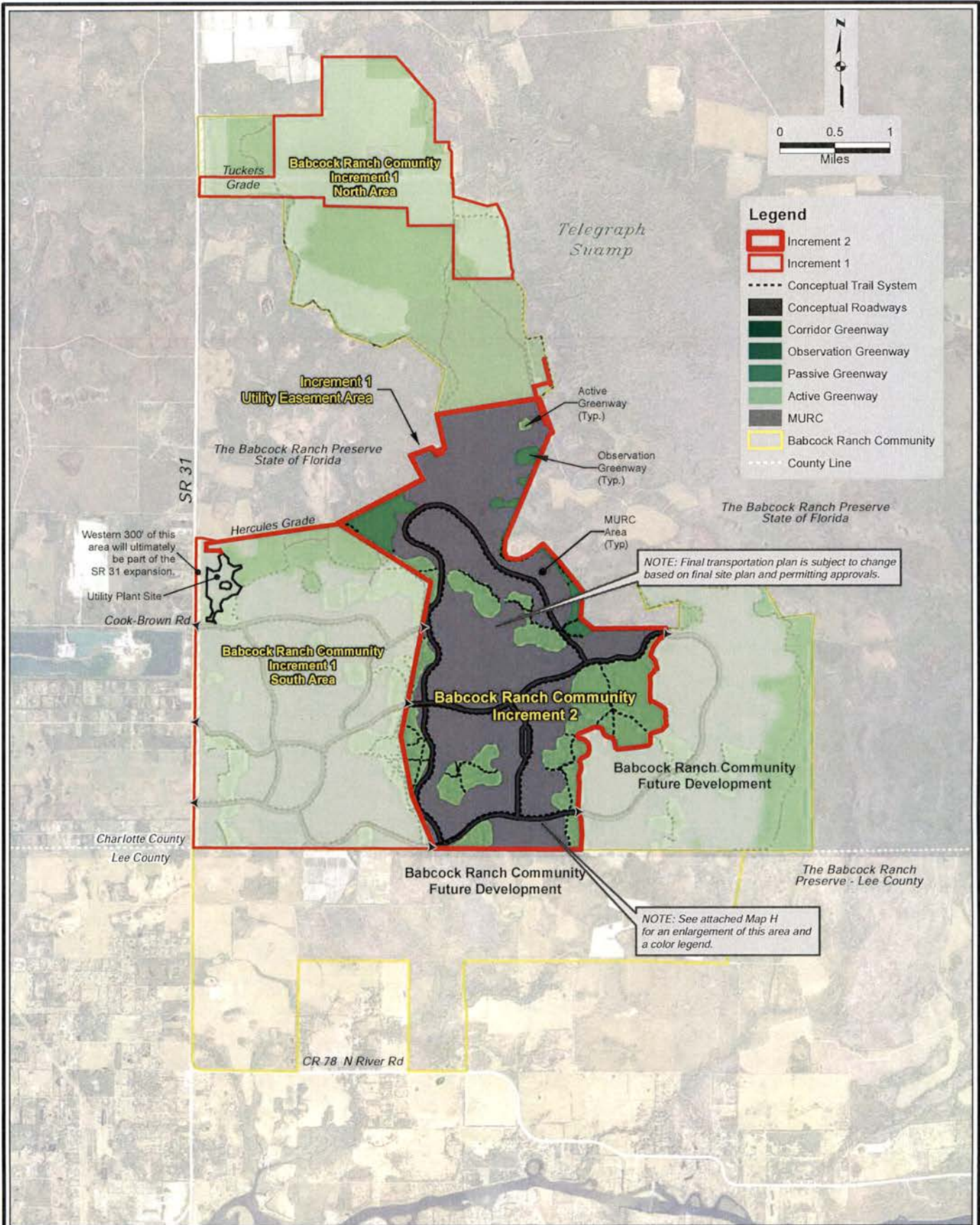
JOHNSON ENGINEERING, INC.
 2122 JOHNSON STREET
 P.O. BOX 1550
 FORT MYERS, FLORIDA 33902-1550
 PHONE (239) 334-0046
 FAX (239) 334-3661
 E.B. #642 & L.B. #642

**Increment 2 - Babcock Ranch Community
 Master Drainage Plan**

DATE	PROJECT	FILE NO.	SCALE	SHEET
JUNE 2022	20129205-006	--	AS SHOWN	EXH. F

EXHIBIT G

Increment 2 Master Internal Circulation Plan



\\fms01\drawings\2012\20129205-006\Environmental\Increment 2\Exhibit G - Primary\Trans.mxd



JOHNSON ENGINEERING, INC.
 2122 JOHNSON STREET
 P.O. BOX 1550
 FORT MYERS, FLORIDA 33902-1550
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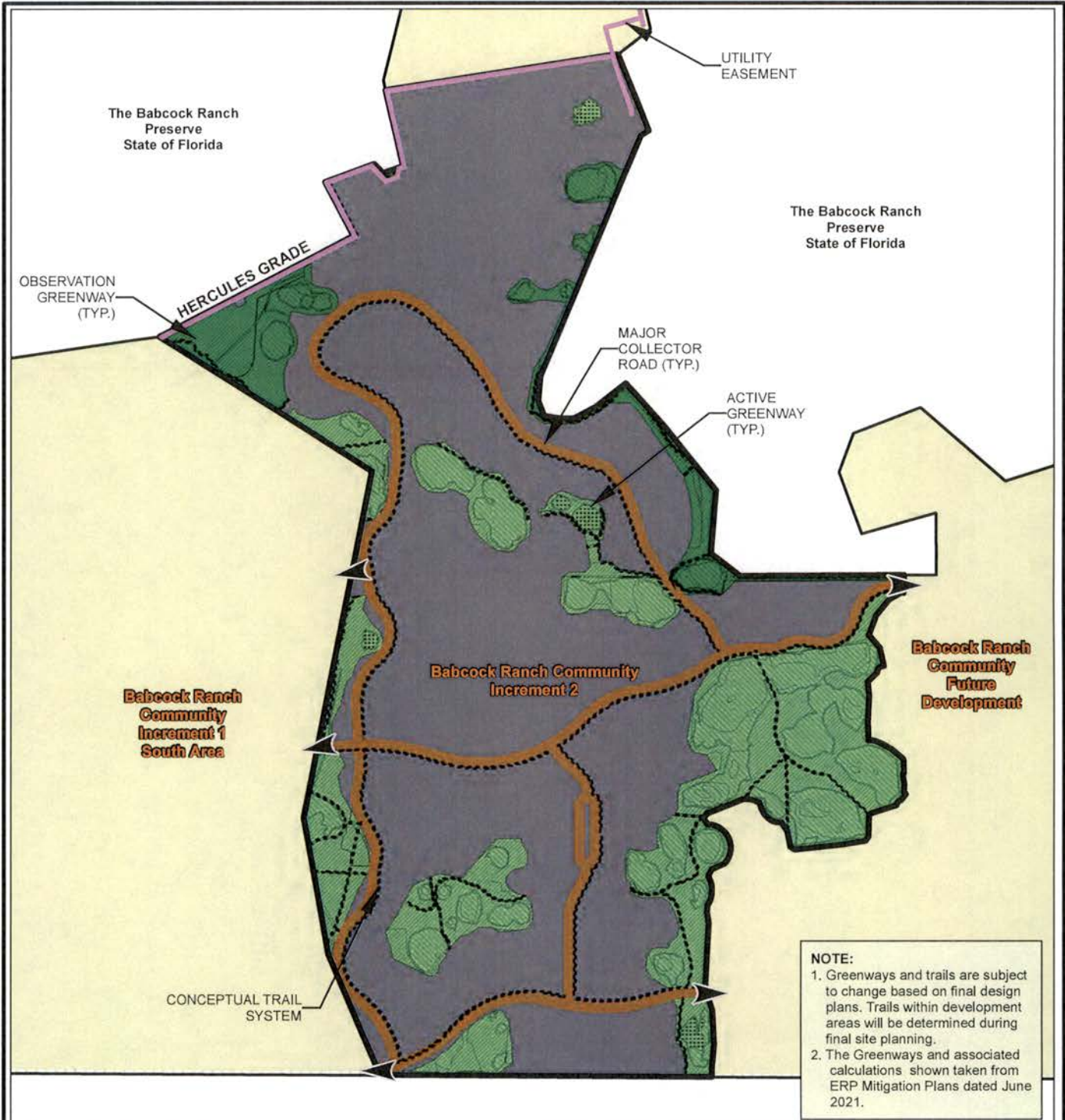
Increment 2 - Babcock Ranch Community Master Internal Circulation Plan

DATE	PROJECT	FILE NO.	SCALE	SHEET
JUNE 2022	20129205-006	--	AS SHOWN	EXH. G

EXHIBIT H

Increment 2 Primary Greenway Map and Trails Plan

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NOTE:
 1. Greenways and trails are subject to change based on final design plans. Trails within development areas will be determined during final site planning.
 2. The Greenways and associated calculations shown taken from ERP Mitigation Plans dated June 2021.

LEGEND					
	Babcock Ranch Community		Observation Greenway (225.4 ac.)		Upland Preservation and Enhancement (669.9 ac.)
	Conceptual Trail System		Active Greenway (917.0 ac.)		Wetland Enhancement (18.4 ac.)
					Wetland Preservation 407.9 ac.
					Wetland Creation (none)
					Utility Easement
					Major Collector Roads

Babcock Ranch Community Future Development

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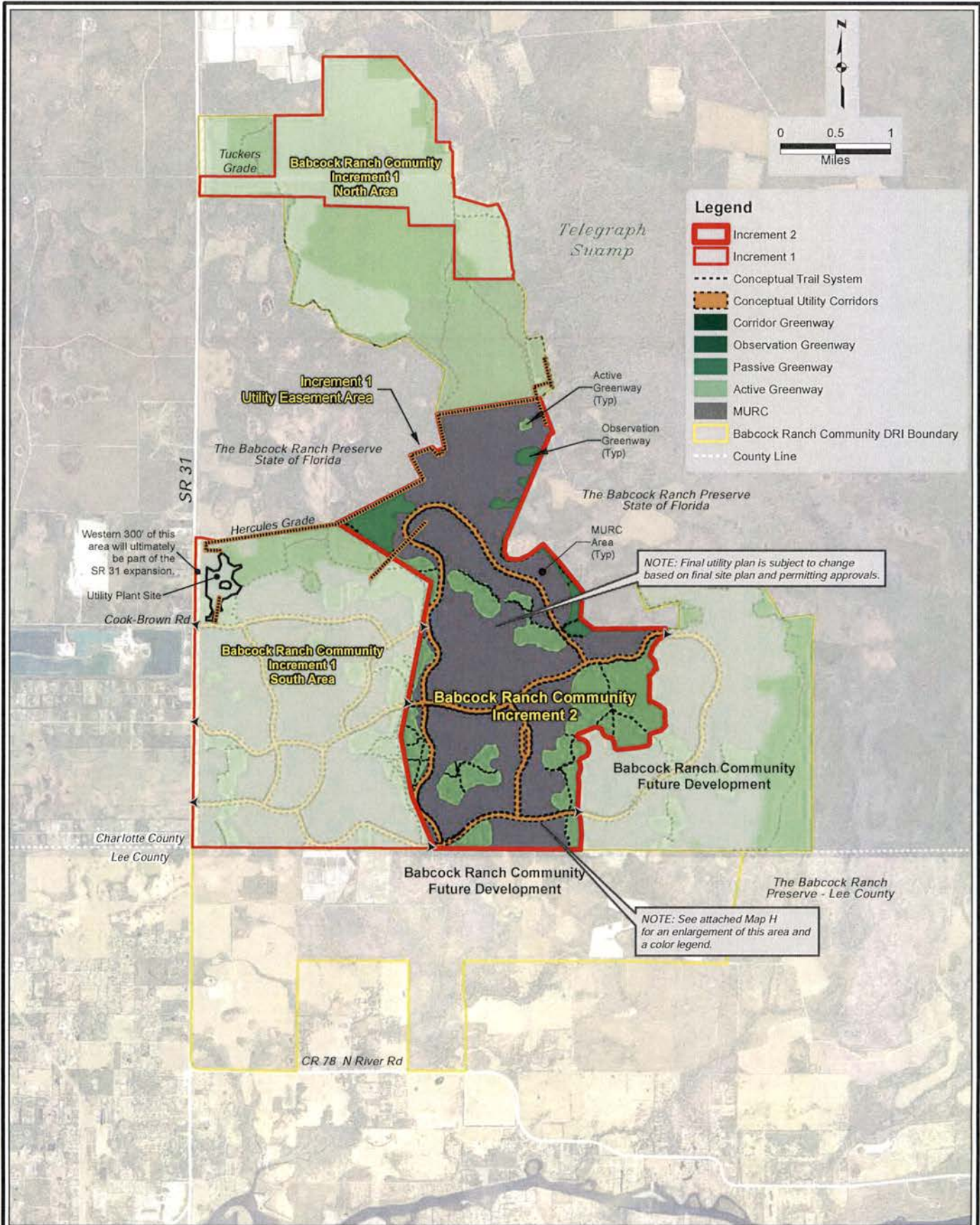
Increment 2 - Babcock Ranch Community Primary Greenways & Trails

DATE	PROJECT	FILE NO.	SCALE	SHEET
JUNE 2022	20129205-006	--	As Shown	EXH. H

EXHIBIT I

Increment 2 Primary Utility Corridor Map

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Increment 2 - Babcock Ranch Community Primary Utility Corridor Plan

DATE	PROJECT	FILE NO.	SCALE	SHEET
JUNE 2022	20129205-006	--	AS SHOWN	EXH I