



**ARBORWOOD  
COMMUNITY DEVELOPMENT  
DISTRICT**

**LEE COUNTY  
REGULAR BOARD MEETING  
FEBRUARY 18, 2019  
9:00 A.M.**

Special District Services, Inc.  
27499 Riverview Center Boulevard, #253  
Bonita Springs, FL 33134

[www.arborwoodcdd.org](http://www.arborwoodcdd.org)  
561.630.4922 Telephone  
877.SDS.4922 Toll Free  
561.630.4923 Facsimile

**AGENDA**  
**ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT**  
**Amenity Center Community Room**  
**Somerset at the Plantation**  
**10401 Dartington Drive**  
**Fort Myers, Florida, 33913**  
**REGULAR BOARD MEETING**  
**February 18, 2019**  
**9:00 a.m.**

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
  - 1. January 21, 2018 Regular Board Meeting.....Page 2
- G. Old Business
  - 1. Update Regarding Street Lighting Project
  - 2. Update on Brazilian Pepper Removal
- H. New Business
  - 1. Consider Approval of Proposal and Authorization to Re-Enter into Agreement with AIS for Streetlight Maintenance.....Page 7
  - 2. Consideration of Towercorp Lease Request.....Page 8
  - 3. Consider Approval of Interlocal Agreement with Lee County for Tax Roll Processing.....Page 32
- I. Administrative Matters
  - 1. Manager's Report
    - a. Financials.....Page 34
  - 2. Engineer Report
  - 3. Field Inspectors Report
- J. Board Members Comments
- K. Adjourn

Attn:

**ARBORWOOD CDD  
2501 BURNS RD STE A  
PALM BEACH GARDENS, FL 33410**

STATE OF FLORIDA COUNTY OF LEE:

Before the undersigned authority personally appeared Cheryl Eller, who on oath says that he or she is a Legal Assistant of the News-Press, a daily newspaper published at Fort Myers in Lee County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of

Notice of Meetings

In the Twentieth Judicial Circuit Court was published in said newspaper in the issues of:

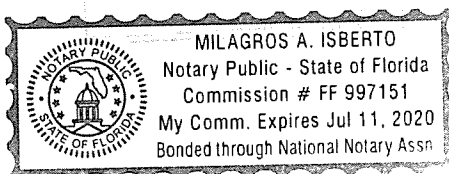
10/05/18

Affiant further says that the said News-Press is a paper of general circulation daily in Lee County and published at Fort Myers, in said Lee County, Florida, and that the said newspaper has heretofore been continuously published in said Lee County, Florida each day and has been entered as periodicals matter at the post office in Fort Myers, in said Lee County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 5th of October 2018, by Cheryl Eller who is personally known to me.

*Milagros A. Isberto*  
\_\_\_\_\_  
Milagros A. Isberto

Notary Public for the State of Florida  
My Commission expires July 11, 2020



ARBORWOOD COMMUNITY  
DEVELOPMENT DISTRICT  
FISCAL YEAR 2018/2019 REGULAR  
MEETING SCHEDULE

Regular Meetings of the Board of Supervisors of the Arborwood Community Development District will be held at 9:00 a.m. in the Amenity Center Community Room at Somerset at The Plantation located at 10401 Dartington Drive, Ft. Myers, Florida 33913 on the following dates:

- October 15, 2018
- November 12, 2018
- December 17, 2018
- January 21, 2019
- February 18, 2019
- March 18, 2019
- April 15, 2019
- May 20, 2019
- June 17, 2019
- July 15, 2019
- August 19, 2019
- September 16, 2019

The meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The meetings may be continued in progress without additional notice to a time, date, and location stated on the record. Copies of the agenda for these meetings may be obtained from the District's website or from the District Manager, Special District Services, located at 2501A Burns Road, Palm Beach Gardens, Florida 33410. There may be occasions when one or more Supervisors will participate by telephone.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in these meetings is asked to advise the District Office at least forty-eight (48) hours before the meeting by contacting the District Manager at 561-630-4922 and/or toll free at 1-877-737-4922. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at a particular meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

Meetings may be cancelled from time to time without advertised notice.

Kathleen Dailey  
District Manager  
Arborwood Community Development District  
AD#3188836, October 5, 2018

**ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING  
JANUARY 21, 2019**

**A. CALL TO ORDER**

The January 21, 2019, Regular Board Meeting of the Arborwood Community Development District was called to order at 10:00 a.m. in the Amenity Center Community Room at Somerset at the Plantation located at 10401 Dartington Drive, Fort Myers, Florida 33913.

**B. PROOF OF PUBLICATION**

Proof of publication was presented that notice of the Regular Board Meeting had been published in the *Fort Myers News-Press* on January 10, 2019, as legally required.

**C. ESTABLISH A QUORUM**

It was determined that the attendance of the following Supervisors constituted a quorum and it was in order to proceed with the meeting:

Chairman	Terry Hammond	Present
Vice Chairman	John Hamilton	Present
Supervisor	Lawrence Carr	Present
Supervisor	Joan Pattison	Present
Supervisor	Gary Franz	Present

Staff members in attendance were:

District Manager	Kathleen Dailey	Special District Services, Inc.
General Counsel	Wes Haber (via phone)	Hopping Green & Sams, P.A.
District Engineer	Josh Evans	JR Evans Engineering
Field Inspector	Bohdan Hirniak	

Others present were: Mike Myers of Passarella & Associates; David Caldwell, WCI Communities, LLC; and the following District residents: Jeff Gordish, Chris Anderson, Roger Bosworth, Ray Holter, Lonnie Lamb, Ed Thomas, Lynn Sullivan and Jack Aycock.

**D. ADDITIONS OR DELETIONS TO THE AGENDA**

Mr. Haber requested the addition of the Woods & Wetland Proposal under New Business.

Mr. Myers requested that he give an update on aquatic weed control under the Engineer's Report.

There was a Board consensus to add both items.

**E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA**

There were no comments from the public for items not on the agenda.

**F. APPROVAL OF MINUTES**

**1. November 12, 2018, Regular Board Meeting**

The November 12, 2018, Regular Board Meeting minutes were presented for approval.

Mrs. Pattison stated that the gavel was passed to her, not Mr. Hammond under Item K-2, 5<sup>th</sup> paragraph. Mr. Carr stated that his comments under Item H, 5<sup>th</sup> line, should read “Mr. Carr pointed out that Pulte *appears* to have planted in the easement.”

A **motion** was then made by Mr. Hamilton, seconded by Mr. Carr and passed unanimously approving the November 12, 2018, Regular Board Meeting minutes, as amended.

**G. OLD BUSINESS**

**1. Update Regarding Street Lighting Project**

Mr. Hammond stated that the District continues the challenge of working with the City, as it is a slow process to get to a level of comfort that they are going to take over the lights once the project has been completed. Mr. Evans stated that he had sent an email to the City Engineer who responded that the City intends to take over the lights once completed. Mr. Haber added that the final step would require City Council action. Mr. Evans explained that they have a land development code that states they will take it over. Ms. Dailey added that the written email of intent is the most staff can give before such action by the City Council. Mr. Evans added that a right-of-way permit will be needed and the contractor will need to submit for one. Mr. Haber noted that the District will need to enter into a contract with OnPower and it was the consensus of the Board to keep moving along on the project.

**H. NEW BUSINESS**

**1. Consider Resolution No. 2019-01 – Adopting a Revised State Mutual Aid Agreement**

Resolution No. 2019-01 was presented, entitled:

**RESOLUTION 2019-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ARBORWOOD COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2019/2020 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

Ms. Dailey went over the background and Mr. Haber explained that the agreement allows assistance from assigned parties to help each other in the event of an emergency.

A **motion** was made by Mr. Franz, seconded by Mr. Carr and passed unanimously to adopt Resolution No. 2019-01, as presented.

**2. Consider Approval of Arborwood Preserve Phase 2B Plat**

Mr. Caldwell presented the plat as the last one for Arborwood and indicated it would complete the development. Mr. Haber stated that this was similar to the requests made in the past and no true-up payment was due. Mr. Evans indicated he had reviewed the plat and everything is in proper form.

### **3. Discussion Regarding Brazilian Pepper Removal**

Mr. Hammond stated he had asked Mr. Hirniak to do some research about the removal of Brazilian peppers along the edges of the golf course. He noted that it was difficult to tell whose property it belonged to where the plant is located so he does not know who is responsible for removal. Mr. Hirniak stated that he had identified quite a few locations where it was present and the majority is along the golf course property. Mr. Myers stated that Woods & Wetland maintains the conservation areas and Brazilian pepper is required to be removed. Mr. Evans indicated he could look at the ownership map at the various locations to determine responsibility. Mr. Hirniak also noted that he would speak with the golf course manager and bring back additional information to the board.

### **4. Discussion Regarding Somerset Fountains**

Mr. Hammond stated that this was a request from Jeff Gordish. Mr. Gordish indicated he had received a second notice from Pulte requiring acceptance of ownership of the fountains by the end of the year. He added that it was a hurdle whether the CDD will accept Phases 3, 4 and 5 with the fountains and that he found an easement agreement from 2007. Mr. Haber opined that the CDD was willing to accept the ponds with no responsibility for the fountains, provided the HOA is willing to sign the same agreement that was proposed to Pulte. The Board can then decide if they are willing to enter the agreement with the HOA. Mr. Hammond asked if Somerset was prepared to enter into the same agreement and if the Board was willing to entertain entering into same with the HOA. It was the consensus of the Board to do so and Mr. Hammond asked that the Pulte agreement be provided to the HOA.

### **5. Discussion Regarding Somerset Effluent Water Issue**

Mr. Franz stated he had requested that this be added to the agenda at Jeff Gordish's request. Mr. Gordish noted he was raising the idea, as three years from now effluent irrigation lines will be coming down Treeline and the development will have to convert to that irrigation. He added that he had met with the City and it could cost up to \$2 Million for the infrastructure and he hoped the CDD could help with the costs. Mr. Evans stated, in his experience, the project will be phased in and a full allocation of effluent will never be realized. Furthermore, it is not part of the CDD infrastructure plan or responsibility. Mr. Hammond opined that there is an awareness that the issue is out there, but the exposure is on the HOA side. Ed Thomas of Marina Bay added that Councilwoman Gail Anthony indicated that she is planning on getting all the communities together to discuss the issue.

### **6. (ADDED ITEM) - Woods & Wetlands Proposal**

Mr. Meyers noted that the District had received a non-compliance notice for exotics in Parcel C. He went over the proposal from Woods & Wetlands, previously distributed to the Board, in the amount of \$5,400 to treat the exotics. He also explained that this would bring the parcel into compliance.

A **motion** was made by Mr. Carr, seconded by Mrs. Pattison, and passed unanimously approving the Woods & Wetlands proposal to remove the exotics in Parcel C for the cost of \$5,400, as presented.

## **L. ADMINISTRATIVE MATTERS**

### **1. Manager's Report**

Financials – Ms. Dailey went over the financial information and Mr. Hammond explained a few of the larger expenses to date.

Ms. Dailey indicated that the next meeting was scheduled for February 18, 2019.

### **2. Engineer's Report**

Mr. Myers stated that Aquatic Weed Control finished the first of two treatments of the mitigation parcel. He noted he would be looking at the area on Wednesday and would report back to the Board.

Mr. Evans reported that the pipe jetting and vacuuming was scheduled for February 11, 2019, and there would be no obstructions to traffic.

### **3. Field Inspector Report**

Mr. Hirniak stated that rainfall was 5 to 6 inches below normal and the lake levels had been slowly dropping. He indicated that the algae was almost gone. He further noted that he had looked over the lake bank trimming by the HOA and the appearance was good.

## **J. BOARD MEMBER COMMENTS**

Mr. Hammond reminded the Board that the Bridgetown HOA was to provide reporting on their treatment of the lakes. Ray Holter, who was in the audience representing Bridgetown, stated that he would work on the issue.

Mr. Gordish asked about trimming the spikerush when low. Mr. Hirniak stated that Clarke sprays, it falls over and mats. He added that trimming would be expensive and ongoing, but he could talk to Clarke about doing it. Mr. Hammond stated that the District was not interested in doing more than the current contract calls for with Clarke.

Mr. Gordish reported that Mr. Evans had done a study of the ponds that included red areas that would be fixed. He asked what had been done. Mr. Evans responded that he had done that report last year and all the areas had been fixed. He further stated that the same study would be done again this year, around March or April.

## **K. ADJOURNMENT**

There being no further business to come before the Board, a **motion** was made by Mrs. Pattison, seconded by Mr. Carr and passed unanimously to adjourn the Regular Board Meeting at 10:15 a.m.

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Secretary/Assistant Secretary

Chair/Vice-Chair





11341 Lindbergh Blvd.  
Ft. Myers FL. 33913  
239-206-4411

February 11, 2019

Kathleen Dailey Meneely  
Arborwood CDD  
SW FL District Manager  
Special District Services Inc.  
2501A Burns Road  
Palm Beach Gardens, FL 33410

Dear Kathleen,

American Infrastructure Services (AIS) proposes to provide periodic street light maintenance on as needed basis for the street lighting systems that Arborwood maintains on City of Fort Myers and Lee County roadways. This service will be provided under and hourly rates as follows:

Labor (Normal Working Hours)	\$ 70.00 per hour
Labor (Emergency Hours)	\$ 95.00 per hour
Bucket Truck	\$ 60.00 per hour
Auger Truck	\$ 120.00 per hour

All material needed will be charged at cost plus 20%

Please contact us if you have any questions and we looked forward to continuing our services to the CDD.

Sincerely

A handwritten signature in blue ink, appearing to read 'Doug McIntyre', with a large, stylized initial 'D'.

Doug McIntyre  
President



ARBORWOOD CDD  
Board of Supervisors  
1060 MAITLAND CENTER CMNS #340  
MAITLAND FL 32751

January 16, 2019

RE- Folio ID: 10582462 BRIDGETOWN CE, FORT MYERS FL 33913

Dear Board of Supervisors,

I work to resolve coverage issues for major wireless carriers in problem areas. The entire area in proximity of your property is besieged by resident complaints of poor coverage, lack of data speeds, dropped calls and concerns over E911 call completions. Several carriers have these issues

We are interested in leasing a 70 ft. by 70 ft. ground site and additional landscape rights surrounding the compound if required in the site plan review process.

We are willing to pay an annual rent rate of \$14,400 paid in monthly payments to the CDD. The lease is a long-term lease of five years with nine five-year options to extend and the exact location can be mutually agreed upon on a site visit in the area as shown.

We will pay the rents above based on the minimum size of the parcel and will pay for all Federal approvals, State approvals and all County zoning costs and provide site plans and survey along with all costs necessary for the zoning and the building permitting process. When approved we will construct approximately a 140+- ft. stealth type monopole, either a Pine Tree or a flagpole at the preference of the Lee County staff and the CDD consent.

Attached is an information package showing the property we are interested in I noted above, sample tower photos and a ground lease sample for review.

Sincerely,

A handwritten signature in blue ink that reads "Charles A. Bernardo Jr.".

Charles A. Bernardo Jr. CCIM  
Site Acquisition Director



## Stealth Pine Tree Example





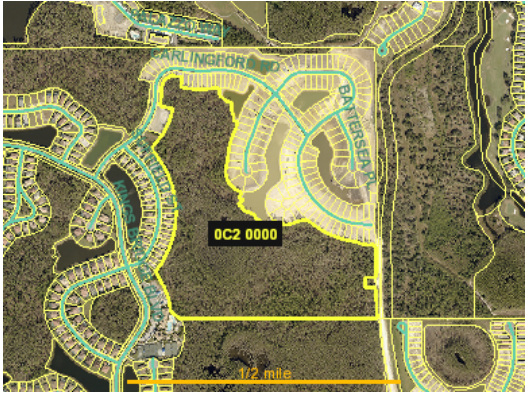

## Stealth Flagpole Example



17117 Gulf Blvd #445, North Redington Beach, Fl. 33708 <http://www.towercorp.us>  
Phones- Office 1-727-575-7594 Cell 1-813-447-2984 Fax 1-786-752-3255

## Property Data

STRAP: 12-45-25-P1-370C2.0000 Folio ID: 10582462

<p style="text-align: center;"><b>Owner Of Record - Sole Owner</b> <span style="float: right;">?</span></p> <p>ARBORWOOD CDD c/o RICK WOODVILLE STE 340 1060 MAITLAND CENTER CMNS MAITLAND FL 32751</p> <p style="text-align: center;"><b>Site Address</b></p> <p>BRIDGETOWN CE FORT MYERS FL 33913</p> <p style="text-align: center;"><b>Property Description</b> <span style="float: right;">?</span> <b>Do not use for legal documents!</b></p> <p>BRIDGEWATER AT THE PLANTATION PHASE FOUR TRACT C-2 AS DESC IN INST 2017-231904</p> <p style="text-align: center;"><b>Classification / DOR Code</b></p> <p>VACANT GOVERNMENTAL / 80</p>	<p style="text-align: center;">[ Tax Map Viewer ]</p>  <p style="text-align: center;">[ Pictometry Aerial Viewer ]</p>																		
<p style="text-align: center;"><b>Current Working Values</b> <span style="float: right;">?</span></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;"><b>Just</b></td> <td style="width: 25%;">61,280</td> <td style="width: 25%;">As Of</td> <td style="width: 25%;">07/16/2018</td> </tr> </table> <p style="text-align: center;"><b>Attributes</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Land Units Of Measure <span style="float: right;">?</span></td> <td style="width: 30%;">AC</td> </tr> <tr> <td>Units <span style="float: right;">?</span></td> <td>61.28</td> </tr> <tr> <td>Total Number of Buildings</td> <td>0</td> </tr> <tr> <td>Total Bedrooms / Bathrooms</td> <td>0</td> </tr> <tr> <td>Total Living Area <span style="float: right;">?</span></td> <td>0</td> </tr> <tr> <td>1st Year Building on Tax Roll <span style="float: right;">?</span></td> <td>N/A</td> </tr> <tr> <td>Historic District</td> <td>No</td> </tr> </table>	<b>Just</b>	61,280	As Of	07/16/2018	Land Units Of Measure <span style="float: right;">?</span>	AC	Units <span style="float: right;">?</span>	61.28	Total Number of Buildings	0	Total Bedrooms / Bathrooms	0	Total Living Area <span style="float: right;">?</span>	0	1st Year Building on Tax Roll <span style="float: right;">?</span>	N/A	Historic District	No	<p style="text-align: center;"><b>Image of Structure</b> <span style="float: right;">?</span></p> 
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Total Living Area <span style="float: right;">?</span>	0																		
1st Year Building on Tax Roll <span style="float: right;">?</span>	N/A																		
Historic District	No																		

## Property Value History

Tax Year	Just	Market Assessed	Capped Assessed	Taxable
2018	61,280	61,280	61,280	0

The **Just** value is the total parcel assessment (less any considerations for the cost of sale). This is the closest value to *Fair Market Value* we produce and is dated as of January 1st of the tax year in question ([F.A.C. 12D-1.002](#)).

The **Market Assessed** value is the total parcel assessment (less any considerations for the cost of sale) based upon the assessment standard. Most parcels are assessed based either upon the *Highest and Best Use* standard or the *Present Use* standard ([F.S. 193.011](#)). For *Agriculturally Classified* parcels (or parts thereof), only agricultural uses are considered in the assessment ([F.S. 193.461 \(6\)\(a\)](#)). The difference between the *Highest and Best Use/Present Use* and the *Agricultural Use* is often referred to as the *Agricultural Exemption*. (i.e. Market Assessed = Just - Agricultural Exemption)

The **Capped Assessed** value is the *Market Assessment* after any *Save Our Homes* or *10% Assessment Limitation* cap is applied. This assessment cap is applied to all properties and limits year-to-year assessment increases to either the *Consumer Price Index* or 3%, whichever is lower for Homestead properties OR 10% for non-Homestead properties.

The **Taxable** value is the *Capped Assessment* after exemptions (*Homestead, etc.*) are applied to it. This is the value that most taxing authorities use to calculate a parcel's taxes. (i.e. Taxable = Capped Assessed - Exemptions)

## Exemptions

Exemption	Amount
Wholly	61,280.00

## Values (2018 Tax Roll)

Property Values		Attributes
Just	61,280	Land Units Of Measure <span style="float: right;">?</span>
Assessed	61,280	Units <span style="float: right;">?</span>
		AC
		61.28

Portability Applied	0	Total Number of Buildings	0
Cap Assessed	61,280	Total Bedrooms / Bathrooms	0
Taxable	0	Total Living Area	0
Cap Difference	0	1st Year Building on Tax Roll	N/A
		Historic District	No

## Taxing Authorities

### CITY OF FORT MYERS / 090

Name / Code	Category	Mailing Address
LEE CO GENERAL REVENUE / 044	County	Lee County Office of Management & Budget PO BOX 398 FORT MYERS FL 33902-0398
LEE CO LIBRARY DIST / 052	Dependent District	Lee County Office of Management & Budget PO BOX 398 FORT MYERS FL 33902-0398
LEE CO HYACINTH CONTROL DIST / 051	Independent District	RUSSELL BAKER 15191 HOMESTEAD RD LEHIGH ACRES FL 33971
LEE CO MOSQUITO CONTROL DIST / 053	Independent District	RUSSELL BAKER 15191 HOMESTEAD RD LEHIGH ACRES FL 33971
WEST COAST INLAND NAVIGATION DIST / 098	Independent District	Justin D. McBride EXECUTIVE DIRECTOR 200 MIAMI AVE E VENICE FL 34285-2408
CITY OF FORT MYERS / 031	Municipal	CHRISTINE TENNEY BUDGET MANAGER PO DRAWER 2217 FORT MYERS FL 33902
PUBLIC SCHOOL - BY LOCAL BOARD / 012	Public Schools	AMI DESAMOURS BUDGET DEPARTMENT 2855 COLONIAL BLVD FORT MYERS FL 33966
PUBLIC SCHOOL - BY STATE LAW / 013	Public Schools	AMI DESAMOURS BUDGET DEPARTMENT 2855 COLONIAL BLVD FORT MYERS FL 33966
ARBORWOOD CDD / 248	Special District	SPECIAL DISTRICT SERVICES INC THE OAKS CENTER 2501A BURNS RD PALM BEACH GARDENS FL 33410
CITY OF FORT MYERS FIRE RESCUE SERVICES / 189	Special District	CHRISTINE TENNEY BUDGET MANAGER PO DRAWER 2217 FORT MYERS FL 33902
CITY OF FORT MYERS STORMWATER / 142	Special District	FABIAN BUSTOS 2925 DR MARTIN LUTHER KING JR BLVD FORT MYERS FL 33916
SFWMD-DISTRICT-WIDE / 110	Water District	MICHELLE QUIGLEY 3301 GUN CLUB RD WEST PALM BEACH, FL 33406
SFWMD-EVERGLADES CONSTRUCTION PROJECT / 084	Water District	MICHELLE QUIGLEY 3301 GUN CLUB RD WEST PALM BEACH, FL 33406
SFWMD-OKEECHOBEE BASIN / 308	Water District	MICHELLE QUIGLEY 3301 GUN CLUB RD WEST PALM BEACH FL 33406

## Sales / Transactions

Sale Price	Date	OR Number	Type	Description	Vacant/Improved
0.00	09/18/2017	<a href="#">2017000231904</a>	88	<p><b>Not Classified</b> Plat Book - Subdivision</p> <p>There are 54 additional parcel(s) with this document (may have been split after the transaction date)...  <a href="#">11-45-25-P2-37001.0000</a> <a href="#">12-45-25-P1-37000.000A</a> <a href="#">12-45-25-P1-37000.1098</a> <a href="#">12-45-25-P1-37000.1099</a> <a href="#">12-45-25-P1-37000.1100</a> <a href="#">12-45-25-P1-37000.1101</a> <a href="#">12-45-25-P1-37000.1102</a> <a href="#">12-45-25-P1-37000.1103</a> <a href="#">12-45-25-P1-37000.1104</a> <a href="#">12-45-25-P1-37000.1105</a> <a href="#">12-45-25-P1-37000.1106</a> <a href="#">12-45-25-P1-37000.1107</a> <a href="#">12-45-25-P1-37000.1108</a> <a href="#">12-45-25-P1-37000.1109</a> <a href="#">12-45-25-P1-37000.1110</a></p> <p><i>Remaining parcels not listed.</i></p>	V

## Parcel Numbering History

Prior STRAP	Prior Folio ID	Renumber Reason	Renumber Date
11-45-25-P2-00003.0000	<a href="#">10256071</a>	Split (From another parcel - Delete Occurs)	09/18/2017
11-45-25-P2-00003.0010	<a href="#">10513615</a>	Split (From another parcel - Delete Occurs)	09/18/2017

12-45-25-P1-00001.0010	<a href="#">10513616</a>	Split (From another parcel - Delete Occurs	09/18/2017
12-45-25-P1-00001.0030	<a href="#">10513627</a>	Split (From another parcel - Delete Occurs	09/18/2017

**Location Information**

<b>Township</b>	<b>Range</b>	<b>Section</b>	<b>Block</b>	<b>Lot</b>
45	25E	12	370C2	0000
<b>Municipality</b>		<b>Latitude</b>		<b>Longitude</b>
City of Fort Myers		26.58007		-81.76965

**Links**

[View Parcel on Google Maps](#)      [View Recorded Plat at LeeClerk.org](#)      [View Parcel on GeoView](#)

Use the above link to view recorded plat information on the Lee County Clerk of Courts website.

**Solid Waste (Garbage) Roll Data**

Solid Waste District	Roll Type	Category	Unit / Area	Tax Amount
009 - City of Fort Myers	-			0.00

**Flood and Storm Information**

**Appraisal Details (2018 Tax Roll)**

Land			
Land Tracts			
Use Code	Use Code Description	Number of Units	Unit of Measure
9925	Acreage, Buffer - Conservation, Water Retention	61.28	Acres

**Appraisal Details (Current Working Values)**

Land			
Land Tracts			
Use Code	Use Code Description	Number of Units	Unit of Measure
9925	Acreage, Buffer - Conservation, Water Retention	61.28	Acres

GROUND LEASE

THIS GROUND LEASE ("Lease") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_ ("Landlord"), and **Towercorp, Inc.** ("Tenant").

W I T N E S S E T H:

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows: Landlord hereby demises and leases to Tenant, and Tenant hereby hires from Landlord, for all purposes which Tenant may desire, a portion of the real property located in \_\_\_\_\_, more fully described in **EXHIBIT A** attached hereto and by this reference made a part hereof (the "Property"). The \_\_\_\_ acre portion of the Property leased to Tenant measures approximately \_\_\_\_ x \_\_\_\_\_, together with easements for guy wire paths, guy anchors, access and utilities, more fully described in **EXHIBIT B** annexed hereto and by this reference made a part hereof ("Demised Premises").

TO HAVE AND TO HOLD the Demised Premises, together with all rights, privileges, easements and appurtenances thereunto belonging and attaching, unto Tenant.

This Lease is made upon the covenants and agreements hereinafter set forth with which the parties respectively agree to observe and comply during the Lease Term.

1. **TERM.** The term of this Lease (the "Initial Term") is five (5) years, commencing on the date ("Commencement Date") first set forth above. This Lease will be automatically renewed for nine (9) additional five (5) year terms (each a "Renewal Term" or collectively "Renewal Terms"). Each Renewal Term option shall be deemed exercised and automatically takes effect unless Tenant advises Landlord prior to the expiration of the Initial Term (or any of the Renewal Terms, if applicable) that Tenant does not desire to renew this Lease. The Initial Term and Renewal Term(s) are collectively referred to herein as the "Term."

2. **RENT.**

(a) Tenant shall pay to Landlord monthly rent (the "Rent") of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). The first such payment shall be due on the earlier of the date upon which construction of the Communications Facility (as hereinafter defined) is commenced, or twenty-four (24) months from the Commencement Date. Future payment shall be due on or before the first day of each month thereafter during the Term, partial months to be prorated. Upon execution of this Lease by both parties, Tenant will pay Landlord a one time non-refundable good faith payment in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), which sum shall be credited against the first month's Rent.



(b) Effective upon the commencement of each Renewal Term, the then current monthly Rent payable by Tenant to Landlord shall be increased by an amount equal to ten (10%) percent of the Rent payable by Tenant during the immediately preceding Term.

### **3. USE OF PREMISES; COMPLIANCE WITH LAWS AND REGULATIONS.**

(a) Tenant shall use the Demised Premises for the purpose of constructing, maintaining and operating a Communications Facility (as hereinafter defined) and any related improvements. Tenant shall have the right to use the Communications Facility for its business purposes, which shall include, but not be limited to, the subleasing or licensing to third parties (without Landlord's consent) of space upon and within the Communications Facility and the Demised Premises. Such licensees or sublessees of Tenant shall have full access to the Demised Premises for their business purposes. For the purposes of this Lease, "Communications Facility" shall be defined as one or more communications towers, poles, guy wires and anchors, equipment shelters, associated support buildings and any related improvements.

(b) Tenant shall have the right to fence the Demised Premises and each of any guy anchor locations. It is also understood and agreed that Tenant shall have the right to relocate said guy wires and anchors in the event Tenant desires to increase or decrease the height of the aforementioned tower or relocate the same within the boundaries of the Demised Premises. Tenant may enter upon the Demised Premises and adjacent lands of Landlord from and after the date and execution of this Lease by Landlord for the purpose of making surveys and conducting soil, engineering and other tests and may cut or trim the trees on the Demised Premises or any adjacent lands of Landlord in connection therewith. Tenant shall have the right to clear and thereafter to keep clear the Demised Premises, the right of way, guy anchor locations and any utility easement areas, of trees, bushes, rocks and crops and to install upon any adjacent lands of Landlord temporary anchors and guys in connection with the construction of the tower on the Demised Premises. If the construction or maintenance of the tower results in damage to any adjacent lands of Landlord (other than as set forth herein) Tenant shall pay Landlord for such damage.

(c) Tenant will at all times during the Term observe and conform to, in all material respects, all laws, ordinances, orders, rules and regulations now or hereafter made by any governmental authority for the time being applicable to the Demised Premises or any improvement thereon or use thereof.

(d) Notwithstanding anything in this Lease to the contrary, Tenant shall have the right to cancel this Lease upon thirty (30) days written notice to Landlord in the event that Tenant determines in its sole discretion that the Demised Premises are no longer appropriate for Tenant's intended use. Upon the exercise of such right by Tenant this Lease shall become null and void and neither party shall have any further obligation to the other.

**4. ACCESS.** Landlord hereby grants to Tenant, its licensees, subtenants, and assigns, the non-exclusive right seven (7) days a week, twenty-four (24) hours a day, for ingress and egress on foot or by motor vehicle (including trucks), for the installation and maintenance of

communications equipment, utility wires, poles, cables, conduits, and pipes over, under or along, a reasonable right-of-way ("Right of Way") that will accommodate Tenant's intended uses for the Demised Premises extending from the nearest public right-of-way, over and across any property of Landlord to reach the Demised Premises. The Right of Way is a non-exclusive right of way for Tenant, its agents, employees, sublessees, licensees and business visitors. Tenant shall have the right to construct, maintain and repair a roadway over the aforementioned easements, including such work as may be necessary for slope and drainage, and to install such poles, wires pipes, cables, conduits and related appurtenances as shall be necessary for the proper conduct of Tenant's business and for electricity, water, telephone and gas. Landlord represents and warrants that Tenant's intended use of the Right of Way and Demised Premises does not conflict with any agreements, restrictions, covenants, conditions, easements or licenses, whether or not of record, that affect the Property or Demised Premises.

**5. ASSIGNMENT AND SUBLETTING.** Tenant shall have the right, at any time, and from time to time, during the term of this Lease (or any renewal or extension hereof) to assign this Lease or sublet the Demised Premises, in whole or in part, to any entity or third party, without Landlord's consent, provided that any such assignee agrees to assume Tenant's obligations hereunder. In the event of such assignment to such entity or third party, Tenant shall be released from all obligations under this Agreement as of the date of such assignment.

**6. INSURANCE.** Tenant will, at its own cost and expense, obtain and maintain during the Lease Term, a policy or policies of comprehensive general liability insurance, or its equivalent, with minimum limits of not less than (a) \$1,000,000 for injury to one or more persons in any one occurrence and (b) \$1,000,000 for property damage in any one accident.

**7. TAXES.** Landlord shall be responsible for all real property taxes and assessments regarding the Demised Premises and shall cause the same to be paid when due. Tenant shall be responsible for property taxes on personal property of Tenant at the Demised Premises and shall cause the same to be paid when due.

#### **8. INDEMNIFICATION.**

(a) Tenant shall indemnify and hold harmless Landlord (regardless of any covenant to insure by Tenant or Landlord) against and from any and all claims, liabilities and damages of every nature arising from any breach by Tenant of its covenants, warranties and obligations under this Lease, and from any loss or liability incurred by Landlord as a result of the negligence or misconduct of Tenant or Tenant's agents, employees, contractors, servants, or licensees.

(b) Landlord shall indemnify and hold harmless Tenant (regardless of any covenant to insure by Tenant or Landlord) against and from any and all claims, liabilities and damages of every nature arising from any breach by Landlord of its covenants, warranties and obligations under this Lease, and from any loss or liability incurred by Tenant as a result of the negligence or misconduct of Landlord or Landlord's agents, employees, contractors, or servants.

#### **9. ENVIRONMENTAL WARRANTIES.**

(a) Being familiar with the Demised Premises, including all soil, air, surface and ground water and after physical inspection thereof, including review of the relevant records of the Demised Premises and the Right-Of-Way including ownership, tax records and any other records pertaining to environmental matters, Landlord warrants that the Demised Premises and the Right-Of-Way contain none of the following: (1) Hazardous Substances, Pollutants or Contaminants as defined in the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), or other similar state or federal environmental legislation; or (2) underground storage tanks. Landlord agrees to defend and save Tenant harmless from any and all losses, claims, liabilities, judgements, damages, penalties, expenditures, costs, including reasonable attorneys' fees, or other expenses which Tenant may suffer or incur as a result of a breach of the foregoing warranty.

(b) Tenant warrants that it shall not (a) bury underground or discharge into the sewage system at the Demised Premises any Hazardous Materials, or (b) use the Demised Premises as a storage site for Hazardous Materials, except minimal quantities used in the ordinary course of Tenant's Business and its sublessees' and licensees' business.

#### **10. QUIET ENJOYMENT.**

(a) Landlord covenants that Tenant, upon paying the Rent and performing the covenants hereof on the part of Tenant to be performed shall and may peaceably and quietly have, hold and enjoy the Demised Premises and all related appurtenances, rights, privilege and easements throughout the term hereof without any lawful hindrance by Landlord and any person claiming by, through or under Landlord.

(b) If Landlord controls land adjacent to any Leased Premises, Landlord agrees for itself and all future holders of such adjacent land that no use shall be made of the adjacent land during the Initial and any Renewal Term that would interfere with Tenant's use of the Demised Premises as described herein. Landlord further represents, agrees and covenants that during the Term of this Lease Landlord will not use, or permit others to use, any part of any real property currently owned, or hereafter acquired, by Landlord within five (5) miles of the Communications Facility for any type of communications tower; Landlord shall execute a recordable covenant reciting this restriction upon Tenant's request, which Tenant may record among the applicable land records. Tenant acknowledges that Landlord may grant or may have granted a mortgage or deed of trust on some or all of the Demised Premises to certain institutions or persons ("Mortgagees"). Within thirty (30) days after this Lease is executed Landlord shall obtain a non-disturbance agreement from all applicable Mortgagees agreeing to honor the Site Lease even in the event of foreclosure under the mortgage.

**11. AUTHORITY TO ENTER INTO AGREEMENT; NO RESTRICTIVE COVENANTS.** Landlord represents to Tenant that Landlord is the owner of the Demised Premises and the lands immediately adjacent thereto which comprise the easements, rights of way and the guy anchor locations, and that such ownership is free and clear of all liens and encumbrances other than those which do not interfere with Tenant's use and operation of the

Demised Premises, and that Landlord has the lawful right and authority to execute this Lease and grant such easements and rights of way. Tenant may, after the execution of this Lease by Tenant, obtain an abstract or preliminary title report from a title insurance company of its choice. If the state of title as indicated by said abstract or preliminary title report shall show any liens or encumbrances which interfere with Tenant's use and operation of the Demised Premises, Tenant shall have the right to either (a) discharge such liens or encumbrances of record, if possible, and deduct the cost thereof from the payments of rent to become due hereunder, or (b) cancel this Lease upon written notice to Landlord. Landlord agrees to cooperate with Tenant in curing such title defects.

**12. OWNERSHIP OF COMMUNICATIONS FACILITY / REMOVAL UPON**

**TERMINATION.** The Communications Facility shall be the property of and owned by Tenant. Landlord covenants and agrees that neither the Communications Facility nor any part of the improvements constructed, erected or placed by Tenant on the Demised Premises shall become or be considered as being affixed to or a part of, the Demised Premises, any and all provisions and principles of law to the contrary notwithstanding, it being the specific intention of Landlord that the Communications Facility and all improvements of every kind and nature constructed, erected or placed by Tenant on the Demised Premises shall be and remain the property of Tenant. Tenant shall remove the Communications Facility and related improvements from the Demised Premises within one hundred eighty (180) days of the termination this Lease. Upon termination this Lease, the Demised Premises shall be restored to a condition reasonably matching the condition existing prior to the Commencement Date of this Lease (except for any tree, shrub or other vegetation that was removed), normal wear and tear excepted.

**13. NOTICES.** All notices, demands, requests, or other communications which are required to be given, served or sent by one party to the other pursuant to this Agreement shall be in writing, and shall be mailed, postage prepaid, by certified mail, or by a reliable overnight courier service with delivery verification, to the following addresses or at such other address as may be designated in writing by either party:

***If to Landlord:      If to Tenant:***

_____	Towercorp, Inc.
_____	17117 Gulf Blvd #445
_____	N. Redington Beach, Fl 3370817
Phone # _____	Attn: Legal Dept.

Notice given by certified mail or by reliable overnight courier shall be deemed delivered on the date of receipt (or on the date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or such courier service.

**14. RIGHT OF FIRST REFUSAL.**

(a) If at any time during the Lease Term Landlord receives a bona fide offer from a third party to purchase the Demised Premises, and/or this Lease and/or seeking an assignment of the rental stream associated with this Lease (the "Offer"), which Offer Landlord is prepared to accept, Landlord shall promptly transmit to Tenant its written offer (the "First Refusal Notice") to sell the Demised Premises to Tenant on the same terms and conditions specified in the Offer including but not limited to the total property contemplated in the Offer Tenant shall have ten (10) business days within which to accept such offer. If Tenant shall accept such offer by written notice (the "Acceptance Notice") to Landlord within said ten day period (such Acceptance Notice shall specify a closing date which is the earlier of thirty (30) days from the date thereof or the closing date specified in the Offer), such offer and acceptance shall constitute a contract between them for the sale by Landlord and the purchase by Tenant of the Demised Premises and shall not thereafter be subject to rejection by either party.

(b) If the Offer is not so accepted by Tenant, Landlord may sell the Demised Premises to such bona fide third party purchaser on the terms contained in the Offer. If the Demised Premises are sold to such third party, the sale shall be subject to this Lease and all of the provisions hereof, except the right of first refusal provided in this Section 14, which shall expire upon such conveyance.

15. **DEFAULT.** Either party hereunder shall be in default ("Default") under this Lease in the event that such party fails to perform any of its material obligations under this Lease and such failure continues for thirty (30) days ("Cure Period") after the other party gives written notice thereof to the defaulting party, provided, however, that in the event that more than thirty (30) days shall be required in order to cure any such Default, the defaulting party shall have an additional thirty (30) days ("Additional Cure Period") to cure such a default hereunder if the defaulting party shall have commenced and is diligently pursuing corrective action within the Cure Period.

16. **SHORT FORM OF LEASE.** At the request of either party, the other party shall duly execute and acknowledge for recording purposes a short form or memorandum of this Lease (**EXHIBIT C**), which shall recite the names of the parties, describe the Demised Premises, specify the Lease Term, and any options to extend the Lease Term or purchase the Demised Premises, and provide that this Lease is made upon the rents, terms, covenants and conditions contained herein.

17. **PARTIES.** This Lease and the terms and conditions contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

18. **CONDEMNATION.** If there is a condemnation of the Demised Premises (or a portion sufficient to render the Demised Premises unsuitable for Tenant's purposes), including, without limitation, a transfer of the Demised Premises by consensual deed in lieu of condemnation, then this Lease shall terminate upon transfer of title to the condemning authority, without further liability to either party hereunder. Landlord and Tenant shall be entitled to pursue their own separate condemnation awards with respect to any such taking.

**19. MORTGAGEE PROTECTION.** Tenant shall have the right, at any time, and from time to time, during the term of this Lease (or any renewal or extension hereof) to mortgage this Lease, in whole or in part, to any entity or third party, without Landlord's consent. The following provisions shall be effective at any time that Landlord has received notice that Tenant has mortgaged its leasehold interest under this Lease:

(a) After receipt by Tenant of a notice of default under this Lease and the expiration of any applicable period of cure given to Tenant hereunder, Landlord shall deliver an additional notice ("Mortgagee's Notice") to Tenant's leasehold mortgagee ("Leasehold Mortgagee") specifying the default and stating that Tenant's period of cure has expired. Leasehold Mortgagee shall thereupon have the additional period(s) of time to cure any uncured default, as set forth below, without payment of default charges, fees, late charges or interest that might otherwise be payable by Tenant. Landlord shall not terminate the Lease or exercise its other remedies under the Lease if:

(i) Within thirty (30) days after Leasehold Mortgagee's receipt of the Mortgagee's Notice, Leasehold Mortgagee (A) cures the default, or (B) if the default reasonably requires more than thirty (30) days to cure, commences to cure said default and diligently prosecutes the same to completion; or

(ii) Where the default cannot be cured by payment or expenditure of money or without possession of the Property or otherwise, Leasehold Mortgagee shall have the right to access the Demised Premises and any other Tenant rights under this Lease necessary to effectuate a cure of the default.

(b) Landlord agrees to accept performance by Leasehold Mortgagee of all cures, conditions and covenants as though performed by Tenant, and agrees to permit Leasehold Mortgagee access to the Property to take all such actions as may be necessary or useful to perform any condition or covenants of the Lease or to cure any default of Tenant.

(c) Upon Leasehold Mortgagee's acquisition of the Lease by foreclosure, whether by power of sale or otherwise or by deed or assignment in lieu of foreclosure, or if a receiver be appointed, the Lease shall continue in full force and effect. Leasehold Mortgagee or any other purchaser at a foreclosure sale of the leasehold mortgage (or Leasehold Mortgagee or its nominee if one of them enters into a new lease with Landlord) shall succeed to all the rights of Tenant in any security or other deposits or other impound payments.

(d) If Leasehold Mortgagee commences enforcement of the Leasehold Mortgage, then upon Leasehold Mortgagee's acquisition of the Lease, Leasehold Mortgagee shall cure all prior defaults of Tenant under the Lease that are reasonably capable of being cured by Leasehold Mortgagee within the time set forth in Section 19(a)(ii) above, and Landlord shall treat Leasehold Mortgagee as Tenant under the Lease. If Leasehold Mortgagee cures all defaults by Tenant and does not acquire the Lease, or if Leasehold Mortgagee commences enforcement under its leasehold mortgage, and thereafter Tenant cures such defaults (which cure Landlord shall be obligated to accept) and Leasehold Mortgagee then terminates its enforcement remedies, then the Lease shall

remain in full force and effect between Landlord and Tenant.

(e) Landlord consents to the grant by Tenant to Leasehold Mortgagee of (and hereby subordinates any such lien it may have to) the lien on and security interest in all assets and personal property of Tenant located on the Demised Premises, including, but not limited to, inventory, goods, machinery and equipment (the "Personal Property") and agrees that the same, even if deemed "fixtures" under applicable law, shall not become the property of Landlord upon Lease termination or expiration. In connection with any foreclosure or similar action relating to the Personal Property, Leasehold Mortgagee (or its representatives) may enter the Demised Premises to implement such action without liability therefor; provided that (a) rent is paid during occupancy by Leasehold Mortgagee and (b) Leasehold Mortgagee pays for damages caused by Leasehold Mortgagee or its representatives in removing the Personal Property.

(f) Landlord agrees to provide any such Leasehold Mortgagee with any information or document reasonably requested, including but not limited to an estoppel statement or a non-disturbance, subordination and attornment agreement, within ten (10) days after Landlord receives a request to do so. Landlord shall be conclusively deemed to have approved any requested estoppel statement if the same is not returned to Tenant within the ten (10) day period.

(g) No modification or termination of the Lease shall be effective without Leasehold Mortgagee's prior written consent. No notice of default by Landlord shall be effective unless a copy thereof is delivered concurrently to Leasehold Mortgagee.

## **20. MISCELLANEOUS.**

(a) This Lease contains the entire agreement between Landlord and Tenant with respect to the subject matter hereof. There are merged herein all prior and collateral representations, promises, and conditions in connection with the subject matter hereof. Any representation, promise, or condition not incorporated herein shall not be binding upon either party. This Lease supersedes and is in lieu of all existing agreements or arrangements between the parties.

(b) The unenforceability of any provision hereof shall not affect the remaining provisions of this Lease, but rather such provision shall be severed and the remainder of this Lease shall remain in full force and effect.

(c) This Lease shall not be modified, extended or terminated (other than as set forth herein) except by an instrument duly signed by Landlord and Tenant.

(d) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but which together shall constitute a single instrument.

(e) This Lease shall be governed by the laws of the State in which the Demised Premises are located.

**[Remainder of page intentionally left blank]**



IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate as of the day and year first above written.

**Landlord:** \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Tax ID/S.S. Number:** \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, personally appeared before me \_\_\_\_\_, as the Landlord named herein, and he/she acknowledged that he/she executed this Lease as his/her free act and deed in such capacity.

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

My commission expires: \_\_\_\_\_

**Tenant: Towercorp, Inc.**

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, as Vice President of the Tenant named herein, and he acknowledged that he executed this Lease as his free act and deed in such capacity.

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

My commission expires: \_\_\_\_\_

**EXHIBIT A**

**Property**

[The attached sketch is for reference purposes only and will be replaced at Tenant's option by a scale drawing and/or legal description.]

## **EXHIBIT B**

### **Demised Premises**

[The attached sketch is for reference purposes only and will be replaced at Tenant's option by a scale drawing and/or legal description.]

**EXHIBIT C**

**Memorandum of Lease**

CLERK: Please return this document to: Towercorp, Inc.  
26 Yolanda Drive

Edison, NJ 08817  
Attn: Legal Dept.

This Memorandum of Lease is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between \_\_\_\_\_, with an address at \_\_\_\_\_, (hereinafter referred to as "Landlord") and **Towercorp, Inc.**, a Delaware limited liability company with an address at \_\_\_\_\_ (hereinafter referred to as "Tenant").

1. Landlord and Tenant entered into a Ground Lease ("Agreement") on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The term of the Agreement is for \_\_\_\_ ( ) years commencing on \_\_\_\_\_, 20 \_\_, ("Commencement Date"), with \_\_\_\_ ( ) successive \_\_\_\_ ( ) year options to renew.

3. The property which is the subject of the Agreement is described in **Exhibit 1** annexed hereto ("Property"). The portion of the Property being leased to Tenant (the "Demised Premises") is described in **Exhibit 2** annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

**Landlord:** \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On the \_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me \_\_\_\_\_, as the Landlord named herein, and he/she acknowledged that he/she executed this Lease as his/her free act and deed in such capacity.

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

My commission expires: \_\_\_\_\_

**Tenant: Clearview Tower Company, LLC**

\_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, as Vice President of the Tenant named herein, and he acknowledged that he executed this Lease as his free act and deed in such capacity.

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

My commission expires: \_\_\_\_\_

**EXHIBIT 1**

**Property**

[The attached sketch is for reference purposes only and will be replaced at Tenant's option by a scale drawing and/or legal description.]



## **EXHIBIT 2**

### **Demised Premises**

[The attached sketch is for reference purposes only and will be replaced at Tenant's option by a scale drawing and/or legal description.]

## UNIFORM COLLECTION INTERLOCAL AGREEMENT

This Agreement, made and entered into this 18<sup>th</sup> day of February, 2019 (“Agreement”), by and between Arborwood Community Development District, (“Local Government”), and **Kenneth M. Wilkinson, Lee County Property Appraiser**, a constitutional officers of the State of Florida, whose address is 2480 Thompson Street, Fort Myers, Florida 33901-3074

1. Section 197.3632, Florida Statutes, authorizes non-ad valorem special assessments of Local Governments may be collected using the “Uniform Method” provided in that section. Pursuant to that opinion, the Property Appraiser and the Local Government shall enter into an agreement providing for reimbursement to the Property Appraiser of administration costs, including costs of inception and maintenance, incurred as a result of such inclusion.

2. Pursuant to section 197.3632(2), the Property Appraiser agrees to provide in compatible electronic medium (1) the legal description of the property within the boundaries described by the resolution adopted by the Local Government, (2) the names and addresses of the owners of such property, and (3) the property identification numbers of such property contained in the ad valorem tax roll submitted to the Department of Revenue.

3. The parties herein agree that commencing with the 2019 assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to him by the Arborwood Community Development District.

4. This agreement shall continue from year to year unless cancelled by either party by giving written notice prior to January 1 of the year that the agreement shall stand terminated.

5. Local Government shall comply with all relevant requirements of Chapter 197, Florida Statutes, and all related Florida Administrative Code rules relating to, but not limited to, compliance with advertising and notices required for the use of the Uniform Method provided in 197.3632.

6. Local Government shall use its best efforts in furnishing the Property Appraiser with up-to-date data concerning its boundaries, proposed assessments and other information as requested from time to time by the Property Appraiser. The Property Appraiser shall, using the information provided by the Local Government, place the non ad valorem special assessments, as made from time to time and certified to him, on properties within the assessment district boundaries. The assessments shall, as far as practicable, be uniform (e.g. one uniform assessment for maintenance, etc.) to facilitate the making of the assessments by the mass data techniques utilized by the Property Appraiser.

7. The Property Appraiser shall be reimbursed for all necessary administrative costs incurred, including but not limited to the costs of personnel, forms, supplies, data processing, computer equipment, postage and programming. The parties agree the administrative costs shall be reimbursed at the rate of \$1 per parcel as identified by the unique parcel identification number (STRAP or FolioID) for each year in which such assessments are placed on the tax rolls. Local

Government shall pay Property Appraiser within forty-five days of receipt of invoice from Property Appraiser.

8. If the actual costs of performing the services under this Agreement exceed the compensation provided for in Paragraph 7, the amount of compensation shall be the actual costs of performing the services under the Agreement.

9. The parties agree to consult and cooperate with one another as necessary for the efficient and timely delivery of the information to be provided in Paragraphs 2 and 6.

10. In performing the services provided in this agreement, the Property Appraiser shall not in any way, express or implied, directly or indirectly, be responsible for proposing, imposing, certifying or levying any non-ad valorem special assessment or determining whether any such any non-ad valorem special assessment is authorized, constitutional, legal or valid. Local Government is solely responsible to levy the assessments, certify its roll and to ensure ~~they~~ all assessments are authorized, constitutional, legal and valid.

11. Local Government shall be responsible for all changes and adjustments to the non-ad valorem special assessments and will provide all such changes or adjustments to the Property Appraiser. All questions regarding any assessments will be handled by Local Government and Property Appraiser will refer all communications and questions regarding the assessments to Local Government.

12. To the extent permitted by law, Local Government shall indemnify, defend and hold harmless the Property Appraiser against any claims, judgments, expenses, liabilities and, including attorney's fees, arising from Local Government's actions or omissions regarding the imposition, levy, roll preparation and certification of the assessments.

13. Information provided by the Property Appraiser may contain information that is confidential and exempt from disclosure under Chapter 119, Fla. Stat., Florida's Public Records Law. Local Government shall familiarize its staff with the applicable statutory provisions and rules governing the Public Records Law and the applicable exemptions and provisions regarding confidentiality. Local Government shall comply with the Public Records Law and all applicable exemptions and provisions regarding confidentiality.

EXECUTED on the date first above written.

Kenneth M. Wilkinson, CFA  
Lee County Property Appraiser

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**Arborwood Community Development District**  
**Budget vs. Actual**  
**October 2018 through January 2019**

	<u>Oct '18 - Jan 19</u>	<u>FY 18-19 Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
<b>Revenues</b>				
01-3100 · O & M Assessments (On-Roll)	319,279.43	361,306.00	-42,026.57	88.37%
01-3300 · O & M Assessments (Off-Roll)	0.00	14,589.00	-14,589.00	0.0%
01-3812 · Debt Assessments (2018)	2,329,804.15	2,637,660.00	-307,855.85	88.33%
01-3818 · Debt Assessments (2014)	371,536.35	420,596.00	-49,059.65	88.34%
01-3822 · Debt Assess-Pd To Trustee-2018	-2,233,202.00	-2,552,510.00	319,308.00	87.49%
01-3829 · Debt Assess-Pd To Trustee-2014	-356,131.40	-1,278,793.00	922,661.60	27.85%
01-3830 · Assessment Fees	-9,559.90	-10,000.00	440.10	95.6%
01-3831 · Assessment Discounts	-115,686.15	-136,782.00	21,095.85	84.58%
01-3912 · Debt Assessments - Off Roll	0.00	895,377.00	-895,377.00	0.0%
01-9420 · Carryover Balance	0.00	140,000.00	-140,000.00	0.0%
<b>Total Revenues</b>	<b>306,040.48</b>	<b>491,443.00</b>	<b>-185,402.52</b>	<b>62.27%</b>
<b>Expenditures</b>				
01-1130 · Payroll Tax Expense	153.00	912.00	-759.00	16.78%
01-1131 · Supervisor Fees	2,000.00	12,000.00	-10,000.00	16.67%
01-1310 · Engineering	11,867.00	35,000.00	-23,133.00	33.91%
01-1311 · Management Fees	11,813.64	35,441.00	-23,627.36	33.33%
01-1313 · Website Management	500.00	1,500.00	-1,000.00	33.33%
01-1315 · Legal Fees	2,449.50	38,000.00	-35,550.50	6.45%
01-1318 · Assessment/Tax Roll	0.00	5,000.00	-5,000.00	0.0%
01-1320 · Audit Fees	0.00	5,500.00	-5,500.00	0.0%
01-1330 · Arbitrage Rebate Fee	0.00	3,500.00	-3,500.00	0.0%
01-1332 · Amortization Schedule Fee	0.00	500.00	-500.00	0.0%
01-1450 · Insurance	13,480.00	15,000.00	-1,520.00	89.87%
01-1480 · Legal Advertisements	520.60	5,500.00	-4,979.40	9.47%
01-1512 · Miscellaneous	458.09	2,800.00	-2,341.91	16.36%
01-1513 · Postage and Delivery	128.24	1,300.00	-1,171.76	9.87%
01-1514 · Office Supplies	293.80	2,200.00	-1,906.20	13.36%
01-1540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
01-1555 · Trustee Fees	15,000.00	37,000.00	-22,000.00	40.54%
01-1743 · Continuing Disclosure Fee	0.00	5,000.00	-5,000.00	0.0%
01-1811 · Professional Fee & Permits (GF)	0.00	2,000.00	-2,000.00	0.0%
01-1814 · Electricity	56.68	1,000.00	-943.32	5.67%
01-1816 · Treeline Preserve Maint-Exotics	5,400.00	4,000.00	1,400.00	135.0%
01-1819 · Environmentl Cnsltng-Passarella	7,614.92	15,000.00	-7,385.08	50.77%

**Arborwood Community Development District  
Budget vs. Actual  
October 2018 through January 2019**

	<u>Oct '18 - Jan 19</u>	<u>FY 18-19 Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
01-1820 · Panther Mitigation Mnt-Exotics	55,568.54	110,000.00	-54,431.46	50.52%
01-1821 · Mitigation Monitoring-Parcel C	0.00	6,200.00	-6,200.00	0.0%
01-1822 · Street Lighting-Utility & Maint	1,479.87	21,000.00	-19,520.13	7.05%
01-1824 · Field Inspector - Somerset Only	7,623.52	28,000.00	-20,376.48	27.23%
01-1825 · Lake Maintenance-Somerset Only	15,356.00	46,100.00	-30,744.00	33.31%
01-1826 · Preserve Maint - Somerset Only	0.00	35,000.00	-35,000.00	0.0%
01-1827 · Flowway Maintenance	0.00	4,600.00	-4,600.00	0.0%
01-1828 · Preserve Maint (Parcel C Only)	0.00	10,800.00	-10,800.00	0.0%
01-1850 · Capital Outlay - Small	0.00	1,000.00	-1,000.00	0.0%
<b>Total Expenditures</b>	<u>151,938.40</u>	<u>491,028.00</u>	<u>-339,089.60</u>	<u>30.94%</u>
<b>Net Revenue</b>	<u><b>154,102.08</b></u>	<u><b>415.00</b></u>	<u><b>153,687.08</b></u>	<u><b>37,133.03%</b></u>

<b>Bank Balance As Of 1/31/19</b>	\$ 397,931.52
<b>Accounts Payable As Of 1/31/19</b>	\$ 31,892.18
<b>Other Assets As Of 1/31/19</b>	\$ 4,169.23
<b>Total Fund Balance As Of 1/31/19</b>	\$ 370,208.57