

2016 DRI/PUD MONITORING FORM
ESPLANADE GOLF & COUNTRY CLUB PUD
SECTION 10, 15, AND 22, TOWNSHIP 48 SOUTH, RANGE 26 EAST
REPORT DUE DATE: April 30, 2016

APPROVAL DATE: April 24, 2001
ORDINANCE NUMBER: 01-20, Repealed
Amended: April 28, 2009, Ordinance 09-21
Amended: November 13, 2012, Ordinance 12-41
Amended: October 14, 2014, Ordinance 14-36

APPLICANT INFORMATION:

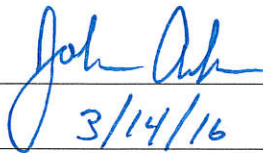
Name and Address of the owner/developer, successor or assigns of persons, firms, or other entity responsible for implementing this development order. Update address and telephone number as necessary, sign and date.

Taylor Morrison Esplanade Naples LLC
551 N. Cattleman Rd, #200
Sarasota, FL 34232

Name:

John Asher

Signature:



Date:

3/14/16

E-Mail: jasher@taylormorrison.com

One entity (hereinafter the Managing Entity) shall be responsible for PUD monitoring until close-out of the PUD, and this entity shall also be responsible for satisfying all PUD commitments until close-out of the PUD. At the time of this PUD amendment approval dated October 14, 2014, the Managing Entity is **Taylor Morrison Esplanade Naples, LLC**. Should the Managing Entity desire to transfer the monitoring and commitments to a successor entity, then it must provide a copy of a legally binding document that needs to be approved for legal sufficiency by the County Attorney. After such approval, the Managing Entity will be released of its obligations upon written approval of the transfer by County staff, and the successor entity shall become the Managing Entity. As Owner and Developer sell off tracts, the Managing Entity shall provide written notice to County that includes an acknowledgement of the commitments required by the PUD by the new owner and the new owner's agreement to comply with the Commitments through the Managing Entity, but the Managing Entity shall not be relieved of its responsibility under this Section. When the PUD is closed-out, then the Managing Entity is no longer responsible for the monitoring and fulfillment of PUD commitments.

AUTHORIZED DENSITY/INTENSITY:

The Esplanade Golf and Country Club of Naples PUD is a residential single family and multi-family golf course community with a maximum of 1,233 dwelling units.

List the total number of single family dwelling units constructed to date:

125

List the total number of multi-family dwelling units constructed to date:

24

List the names and contact information for all homeowners/property owners associations within the PUD, including the Master Association. Attach additional sheets if needed.

Esplanade Golf & Country Club at Naples, Inc.
551 N. Cattleman Road, Suite 200, Sarasota, FL 34232

Flow Way Community Development District
551 N. Cattleman Road, Suite 200, Sarasota, FL 34232

<p><u>DEVELOPER COMMITMENTS:</u> <u>Check the box that indicates the status of each commitment.</u></p> <p><u>If the commitment has been completed, attach documentation to this report (copy of permit, copy of Preserve Management Plan, copy of receipt or canceled check, etc.). For dedications, list O.R. Book and Page Number.</u></p> <p><u>If the commitment has not been completed, please list the estimated completion date.</u></p>	<p>Commitments deleted from the report and considered fulfilled are no longer monitored through the PUD Annual Monitoring process but are subject to compliance through ongoing maintenance and upkeep. Examples of these types of commitments include exotic vegetation removal, littorals and landscaping.</p> <p>Land Development Code and County Ordinance commitments have been removed from the monitoring report but compliance will still be required at development review, inspection, certificate of occupancy, etc.</p>
<p><u>ENGINEERING:</u> All other commitments have been fulfilled or removed.</p>	
	<p>COMPLETE INCOMPLETE</p>
<p>Deviation #14 seeks relief from LDC Section 6.06.02.A, which requires sidewalks on both sides of roadways internal to the site. The requested deviation is to allow for an 8' wide sidewalk on one side of the private spine road as shown on the PUD master plan, and 5' wide sidewalks on one side of all other private, local roadways internal to the development that service residential units on one (1) side of the roadway, and/or terminate in a cul-de-sac up to a maximum length of 2,500 l.f.</p>	<p><input type="checkbox"/> <input checked="" type="checkbox"/></p>
<p><u>ENVIRONMENTAL:</u> All commitments have been fulfilled or removed.</p>	
<p><u>PLANNING:</u></p>	
	<p>COMPLETE INCOMPLETE</p>
<p>The Developer shall complete construction of the golf course and temporary golf pro shop/locker room prior to the issuance of the certificate of occupancy for the 100th dwelling unit. The Developer shall complete construction of the permanent golf pro shop/locker room prior to the issuance of the certificate of occupancy for 50% of the approved units, or 616 units.</p>	<p>Temporary by the 100th CO: <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p>Permanent by the 616th CO: <input type="checkbox"/> <input checked="" type="checkbox"/></p>
<p>The 112 dwelling units added to the Esplanade Golf & Country Club of Naples RPUD through this PUD amendment approval dated October 14, 2014 must be developed within the 19.7-acre parcel to the east of private spine road in Section 22 (Parcel No. 00187360003).</p>	<p><u>Informational Only</u></p> <p>So noted.</p>
<p><u>TRANSPORTATION:</u> All other commitments have been fulfilled or removed.</p>	
	<p>COMPLETE INCOMPLETE</p>
<p>Upon the County's adoption of a CR-951 extension corridor alignment, and within 180 days of the County's request, the Owner, its successors or assigns, shall</p>	<p><input type="checkbox"/> <input checked="" type="checkbox"/></p>

<p>dedicate to County fee simple right-of-way for the roadway and drainage system at the agreed upon appraised value per acre, for those areas located outside the limits of the residential/Golf Course areas depicted as “R/G” on the PUD master plan. <u>Until such time that the right-of-way is dedicated to the County, the Owner may utilize the land for temporary uses during construction as set forth in LDC §5.04.03.</u></p> <p>Upon recordation of the deed or other conveyance instrument in the public records of Collier County for the dedication of the right-of-way, the Developer shall become eligible for Transportation Impact Fee credits in accordance with the consolidated impact Ordinance in effect at the time of recordation of the dedication. If the project is built out or has prepaid transportation Impact Fees to be assessed for the project, then the Developer or its successors or assigns shall be eligible to request cash reimbursement.</p> <p>The Developer shall not be responsible to obtain or modify any permits on behalf of the County related to the extension of CR-951.</p>	
	<div>COMPLETE</div> <div>INCOMPLETE</div>
<p>The Developer, its successors, or assigns, agree that at the time of issuance of a building permit for the 400th residential dwelling unit authorized by this PUD, or commencement of construction of the intersection improvements, the Developer, or its successors or assigns, shall be responsible for their respective fair share of the North leg of the CR-951/Broken Back Road intersection with Immokalee Road based on 1,233 units, which includes modification, replacement, or relocation of the at-grade bridge crossing the Cocohatchee Canal.</p> <p>The Developer agrees that no building permits may be sought for the final 112 residential units, or equivalent per 42 Unadjusted Two-Way PM peak hour trips, until such time that adequate roadway and intersection capacity has been constructed for the intersection of CR 951 extension and Immokalee Road, and is available to accommodate these units. However, if adequate roadway and intersection capacity is not available within four (4) years of this PUD amendment approval, and the Developer has prepaid impact fees in full for all 1,233 residential units, building permits may be sought for the final 112 residential units, or equivalent per 42 Unadjusted Two-Way PM peak hour trips.</p>	<div><input type="checkbox"/></div> <div><input checked="" type="checkbox"/></div>
	<div>COMPLETE</div> <div>INCOMPLETE</div>
<p>At the time that Developer applies for a road right-way-permit for a permanent eastern entrance from Broken Back Road/Collier Boulevard as shown on the master plan, Developer shall construct at its cost the two northbound lanes of a future four lane road design</p>	<div><input type="checkbox"/></div> <div><input checked="" type="checkbox"/></div>

of Broken Back Road/Collier Boulevard (CR-951) from the Quarry's north entrance (alternatively, from its terminus that may be north of the Quarry's entrance as a result of road construction by others for their site specific access needs) to the Esplanade Golf and Country Club of Naples project's eastern entrance. The roadway shall be constructed in accordance with the design standards including drainage features and sidewalks of a two-lane collector roadway as required by the Collier County LDC and Code of Laws and Ordinances at the time of issuance of the road right of way permit. The Developer will be required to construct only those site access improvements such as turn lanes along Broken Back Road/Collier Boulevard (CR-951) that are specific to the Esplanade Golf and Country Club of Naples project. In the event the County at time of issuance of the road right-of-way permit requests improvements to Broken Back Road/Collier Boulevard (CR-951) that exceed the collector standards of the LDC and Code of Laws and Ordinances, then Developer shall be eligible for impact fee credits for those additional improvements. The County will accept the roadway by Resolution for ownership and maintenance one (1) year after acceptance of the construction of the roadway. The Developer shall not be required as part of this PUD to provide for offsite treatment and storage of stormwater for Broken Back Road/Collier Boulevard (CR-951) outside of the County's road right-of-way. The stormwater is planned to be conveyed to the Quarry for storage/treatment or to another off-site location as directed by Collier County.	
<u>UTILITIES:</u>	
All other commitments have been fulfilled or removed.	
	COMPLETE INCOMPLETE
The Developer shall connect to the CCWSD Irrigation Quaility water system at locations to be determined by CCWSD when capacity is available.	<input type="checkbox"/> <input checked="" type="checkbox"/>

LLC AFFIDAVIT

STATE OF Florida)

COUNTY OF Lee) ss:

BEFORE ME, the undersigned officer authorized to administer oaths, on this day personally appeared John Asher, the Authorized Agent (Title) of Taylor Morrison Esplanade Naples, LLC, a Florida limited liability company (the "LLC"), who upon being duly sworn, deposes and says:

1. The undersigned is over the age of 18 years, understands the obligations of an oath, and has personal knowledge of the facts stated herein the Collier County Annual Monitoring Report.
2. The undersigned is the Authorized Agent of the LLC.
3. The LLC was formed under the laws of the State of Florida, is currently in good standing there under, and has not been dissolved.

FURTHER AFFIANT SAYETH NAUGHT.

John Asher AUTHORIZED AGENT
Name, Title
Taylor Morrison Esplanade Naples, LLC,
a, Florida LLC

The foregoing instrument was sworn to, subscribed and acknowledged before me this 14th day of March, 2016, by John Asher, the (Title) Authorized Agent, a Florida LLC, who is personally known to me or has produced _____ as identification.

[Notary Seal]



Jacquelyn Laroque
Notary Public
Printed Name: Jacquelyn Laroque
My Commission Expires: 10/12/16