DEVELOPER AGREEMENT ORANGE BLOSSOM RANCH

THIS DEVELOPER AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into this 11 of December, 2007, by and between The Bryan W. Paul Family Limited Partnership, a Florida limited partnership, (hereinafter referred to as "Paul"), and Pulte Home Corporation, a Michigan corporation (hereinafter referred to as "Pulte"), collectively referred to as the "Developers," and Collier County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"). All capitalized terms not defined herein shall have the same meaning as set forth in the Collier County Consolidated Impact Fee Ordinance, Ordinance No. 2001-13, as amended.

RECITALS:

WHEREAS, the Orange Blossom Ranch MPUD was adopted by the County by Ordinance No. 2004-74 on November 16, 2004 (PUD); and

WHEREAS, Developers warrant and represent to the County that they have full ownership or control with respect to all portions of the land within the PUD (the "Development") which are the subject of this Developer Agreement; and

WHEREAS, LDC Section 10.02.07 C.4. provides that "Upon approval by the Board of County Commissioners, any applicant shall enter into an enforceable development agreement with Collier County pursuant to the provisions of F.S. §§163.3220--163.3242 or other agreement acceptable to the Board of County Commissioners, in conjunction with the approval of a development order and/or a certificate of public facility adequacy. The effect of the development agreement shall be to bind the parties pursuant to the terms and conditions of the development agreement and the certificate of public facility adequacy in order to insure that adequate public facilities are available to serve the proposed development concurrent with when the impacts of the development occur on the public facilities;" and

WHEREAS, the Developers are willing to grant the County certain benefits which the County acknowledges exceeds \$2,200,000 in exchange for the issuance of certificates of public service adequacy, and \$450,000 in road impact fee credits; and

WHEREAS, the County is willing to enter into this Agreement in order to facilitate the building of Oil Well Road; and

WHEREAS, the Transportation Administrator has recommended to the Board of County Commissioners that the conveyance set forth in this Agreement (hereinafter referred to as the "Proposed Plan") is in conformity with contemplated improvements and additions to the County's transportation network; and

WHEREAS, after reasoned consideration by the Board of Commissioners, the Board finds and reaffirms that:

a. The subject Proposed Plan is in conformity with the contemplated improvements and additions to the County's transportation system;

- b. Such Proposed Plan, viewed in conjunction with other existing or proposed plans, including those from other developers, will not adversely impact the cash flow or liquidity of the County's road impact fee trust accounts in such a way as to frustrate or interfere with other planned or ongoing growth-necessitated capital improvements and additions to the County's transportation system; and
- c. The Proposed Plan is consistent with both the public interest and with the comprehensive plan, including the most recently adopted five-year capital improvement program for the County's transportation system, the Long Range Transportation Plan and complies with the requirements of the Collier County Consolidated Impact Fee Ordinance.

WITNESSETH:

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration exchanged amongst the parties, and in consideration of the covenants contained herein, the parties agree as follows:

1. All of the above RECITALS are true and correct and are hereby expressly incorporated herein by reference as if set forth fully below.

Developers' Commitments

- 2. Pulte has recorded the Plat of Orange Blossom Ranch Phase 1A in Plat Book 45, pages 58 through 61 and the Plat of Orange Blossom Ranch Phase 1B in Plat Book 75 Pages 67 through 71 which Developers warrant and represent will result in sufficient drainage easements and rights to County so that the Development will provide water quality treatment and attenuation for storm water run-off in perpetuity from the portion of Oil Well Road Right of Way adjacent to the Development and an additional 21 acres of Oil Well Road Right of Way that does not transverse the Development, within the water management system constructed by Pulte as part of the Development. As set forth in Exhibit A, Pulte, Paul, a successor Homeowner's Association, Property Owner's Association, successor developer(s) or the County will agree to maintain the drainage system in perpetuity. County acknowledges that the water quality treatment and attenuation provided by Pulte is equal to 10 acres of wet detention, resulting in a savings to the County of at least \$2,200,000.
- 3. The County acknowledges that Pulte and Paul have provided all off-site transportation related improvements required by the PUD. If additional turn lanes, not installed as of the date of this Agreement, are proposed by Pulte or Paul, Pulte or Paul shall be obligated to pay for their respective additional turn lane serving the PUD. However, Pulte or Paul is not required to construct additional turn lanes. Pulte and Paul and their successors in interest shall be responsible for 100% of the costs for signalization if and when any access points meets

warrants. Pulte and Paul's (or their successors, as applicable) responsibilities for the percentage of the costs are determined as follows:

- (a) Fifty percent (50%) of the costs shall be paid by Pulte for traffic into that portion of the PUD south of Oil Well Road.
- (b) The remaining fifty percent (50%) shall be paid by Paul and Pulte for traffic into that portion of the PUD north of Oil Well Road with each party's obligation determined by a fraction, the numerator of which is the average daily flow of traffic onto that party's property on the north side of Oil Well Road and the denominator of which is the combined average daily flow of traffic of all traffic onto all property in the PUD on the north side of Oil Well Road, with the average daily flow projected as of the date of signalization by an engineer acceptable to Paul and Pulte. However, the 50% costs for signalization shall be prorated if Collier County parks access is provided through the PUD.
- Paul shall convey to the County a permanent non-exclusive drainage easement thirty (30) feet in width to allow the County to install a drainage pipe or drainage ditch within the County Maintenance portion of the water management system as shown on Exhibit A. In addition to the permanent drainage easement, Paul shall provide a thirty (30) feet wide temporary construction easement east of and contiguous with the permanent drainage easement. The temporary construction easement shall expire after the County completes construction. In the event the County requires a sixty (60) feet wide road right-of-way as contemplated by Section 6.8A of Ordinance 04-74, Paul shall promptly convey and record, at no cost to the County, as the right-of-way, the property on which the permanent drainage easement and temporary construction easement are located thereby vesting in the County/title to a strip of land that is sixty (60) feet in width. Such conveyance shall be by statutory Warranty Deed acceptable to the County free and clear of any encumbrances that as a matter of law and pursuant to their terms can be removed by the payment of money and any encumbrances over which Paul has control and can be removed by Paul without the joinder or consent of any third person. The Developer will assist the County in its efforts to obtain the necessary releases and/or subordinations. The strip thirty feet wide which was the permanent drainage easement will, therefore, upon any such conveyance be within the road right-of-way. Any deed given to convey right-of-way to the County for a road as provided in this paragraph shall provide that if alternative access to Oil Well Road is obtained from outside the boundary of Orange Blossom Ranch, as contemplated by Section 6.8A of Ordinance 04-74, the portion of the road right-of-way that was formerly the land burdened by the temporary construction easement (the east 30 feet of the road right-of-way) shall be abandoned and/or vacated or at the request of Paul conveyed to Paul or its designee for no consideration. The permanent drainage easement and the temporary construction easement are depicted in Exhibit B. Pulte shall prepare the legal description for the permanent drainage easement and temporary construction easement at no cost to the County.
- 5. Pulte shall diligently pursue a modification of its SFWMD permits and attempt to obtain staff approval by February 1, 2008, to allow for the storm water from Oil Well Road to utilize its property. The improvements to be permitted and constructed if required by permit

shall include a temporary ditch within Paul or Pulte property, shown as 4A2 on Exhibit A, a permanent pipe (approximately 245 LF, connecting to the 93 +/- Acre Lake from The Ranch at Orange Blossom Ranch Community) and control structure.

6. Within 120 days of the Effective Date of this Agreement, Pulte shall make a payment in lieu of constructing sidewalks within Oil Well Road right-of-way in the amount of \$250,000.00 as full satisfaction of all sidewalk requirements of the PUD for roadways other than roadways internal to the PUD

Benefits to Developers

- 7. Upon payment of the sum set forth in paragraph 6, Pulte shall receive the sum of \$450,000 in Road Impact Fee credits and receive a Certificate of Adequate Public Facilities ("Certificate") vesting the Development to construct fifty dwelling units for the purposes of meeting the County's Transportation Concurrency requirements. A copy of the Impact Fee Ledger, setting forth the amount of Impact Fee Credits granted pursuant to this Agreement, is attached as Exhibit C. The credit for Road Impact Fees identified herein shall run with the Development and shall be reduced by the entire amount of each Road Impact Fee due and may be applied to the payment of Road Impact Fees due at the time of Plat Approval or for each Building Permit issued thereon until the Development project is either completed or the credits are exhausted or otherwise no longer available, or have been assigned by operation of or pursuant to an assignment agreement with County. The foregoing reduction in the Road Impact Fees shall be calculated based on the amount of the Road Impact Fees in effect at the time of Plat Approval or the Building Permit is issued. The credits selforth herein shall be applied solely to Road Impact Fees, and shall not offset, diminish or reduce any other charges, fees or other Impact Fees for which the Developer, its successors and assigns are responsible in connection with the development of their lands. It is expressly understood that the Impact Fee Credits will be utilized at time of Plat Approval or in the order in which the Building Permits are reviewed by the Impact Fee Administration, irrespective of whether Developer assigns all or part of the Development.
- 8. Upon completion of the temporary ditch and approval of the SFWMD permit modification described in paragraph 5, Pulte shall also receive a Certificate vesting the Development to construct 130 dwelling units for the purposes of meeting the County's Transportation Concurrency requirements; and Paul shall receive a Certificate vesting the Development to construct 48,000 square feet of retail development for the purposes of meeting the County's Transportation Concurrency requirements. Issuance of these Certificates, however, will not relieve either Pulte or Paul from their respective obligation to pay road impact fees for these units.
- 9. This Agreement shall not be construed or characterized as a development agreement under the Florida Local Government Development Agreement Act.
- 10. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. Upon giving written notice to the County, Developer may assign all or part of the Road Impact Fee Credits,

utilizing the County's then current form of assignment, to successor owners of all of part of the Development, or as otherwise provided for in the Collier County Consolidated Impact Fee Ordinance.

- 11. Developer acknowledges that the failure of this Agreement to address any permit, condition, term or restriction shall not relieve either the applicant or owner, or its successors or assigns, of the necessity of complying with any law, ordinance, rule or regulation governing said permitting requirements, conditions, terms or restrictions.
- 12. In the event state or federal laws are enacted after the execution of this Agreement, which are applicable to and preclude in whole or in part the parties' compliance with the terms of this Agreement, then in such event this Agreement shall be modified or revoked as is necessary to comply with such laws, in a manner which best reflects the intent of this Agreement.
- 13. Except as otherwise provided herein, this Agreement shall only be amended by mutual written consent of the parties hereto or by their successors in interest. All notices and other communications required or permitted hereunder shall be in writing and shall be sent by Certified Mail, return receipt requested or by a nationally recognized overnight delivery service, and addressed as follows:

To County:

Collier County Transportation

2885 S. Horseshoe Drive

Naples, Florida 34112

Attn: Norman E. Feder, A.Y.C.R.

Transportation Division Administrator

Phone: (239) 774-8872

Facsimile: (239) 774-9370

To Developer:

Pulte Home Corporation
Attn. Richard McCormick

9240 Estero Park Commons Boulevard

Estero, FL 33928

The Bryan W. Paul Family Limited

Partnership

P.O. Box 2357

Highway 78-A

LaBelle, FL 33935

Notice shall be deemed to have been given on the next successive business day to the date of the courier waybill if sent by nationally recognized overnight delivery service.

THE

- 14. Developer shall execute this Agreement prior to it being submitted for approval by the Board of County Commissioners. This Agreement shall be recorded by the County in the Official Records of Collier County, Florida, within fourteen (14) days after the County enters into this Agreement. Developer shall pay all costs of recording this Agreement. The County shall provide a copy of the recorded document to the Developer upon request.
- 15. In the event of a dispute under this Agreement, the parties shall first use the County's then-current Alternative Dispute Resolution Procedure. Following the conclusion of this procedure, either party may file an action for injunctive relief in the Circuit Court of Collier

County to enforce the terms of this Agreement, said remedy being cumulative with any and all other remedies available to the parties for the enforcement of this Agreement.

- 16. Any future reimbursement for excess credits shall come from future receipts by the County of Road Impact Fees. However, no reimbursement shall be paid until such time as all development, as defined by the County Manager or his designee, at the location that was subject to the credit has been completed. Such reimbursement shall be made over a period of five (5) years from the completion of the Development.
- 17. An annual review and audit of performance under this Agreement shall be performed by the County to determine whether or not there has been demonstrated good faith compliance with the terms of this Agreement and to report the credit applied toward payment of road impact fees and the balance of available unused credit. If the Collier County Board of Commissioners finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of this Agreement, the Agreement may be revoked or unilaterally modified by the County.

18. This Agreement is contingent upon County approving PUD Extension petition number PUDEX-2007-AR-11485.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first above written.

Attest: DWIGHT E: BROCK, Clerk	BOARD OF COUNTY COMMISSIONERS COLLIER COUNTY, FLORIDA
By Music Polaski & Deputy Clerk stocket at to Chairman	By: JAMES COLETTA, Chairman
Approved Isto form and legal subjective: Jeffrey W. Katzkow Chief Assistant County Attorney	COUNTY
AS TO DEVELOPER PULTE: Signed, sealed and Pul	te Home Corporation, a Michigan Corporation
delivered in the presence of: Kulky— Signature	By Rulami
Printed Name Signature	Title: ATTORNEY-IN-FACT
CHUS HASTY Printed Name	
STATE OF FLORIDA COUNTY OF COLLIER	
The foregoing instrument was ack of 2007, by Richard McCa Home Corporation who is personally known to as identification.	chowledged before me this 19 day of Pulte me or has produced



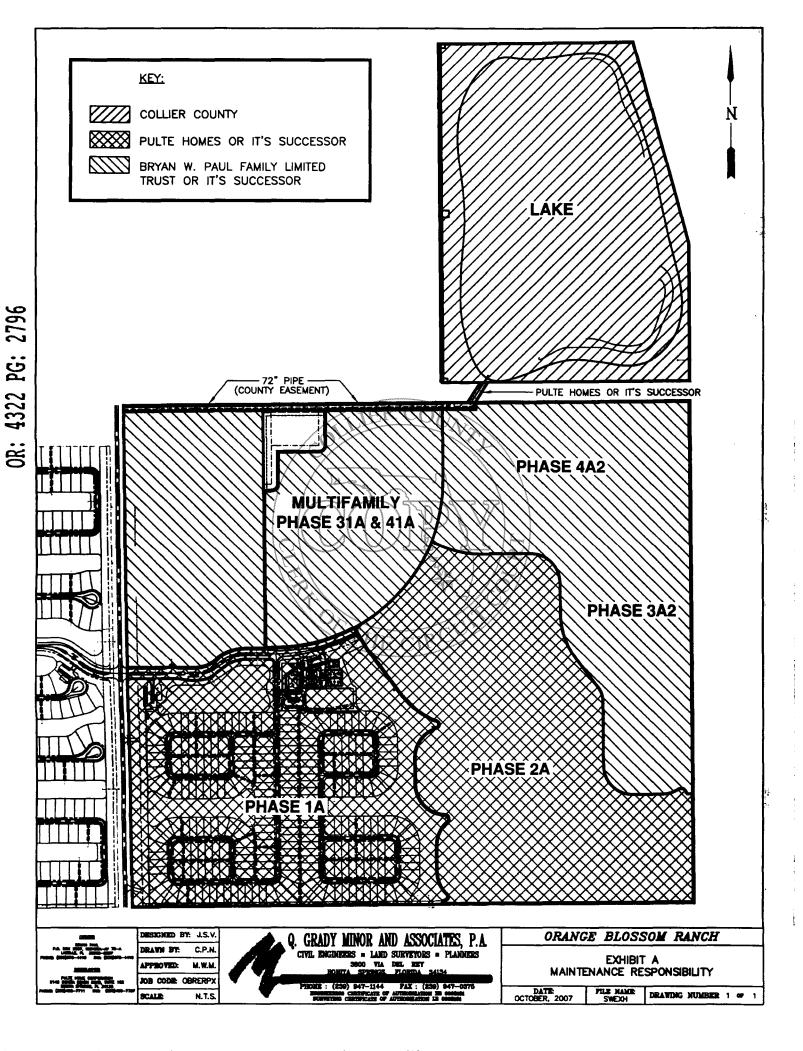
Christal Scolura
Notary Public
Print Name: Christel Spellmeyer
My Commission Expires: 2010

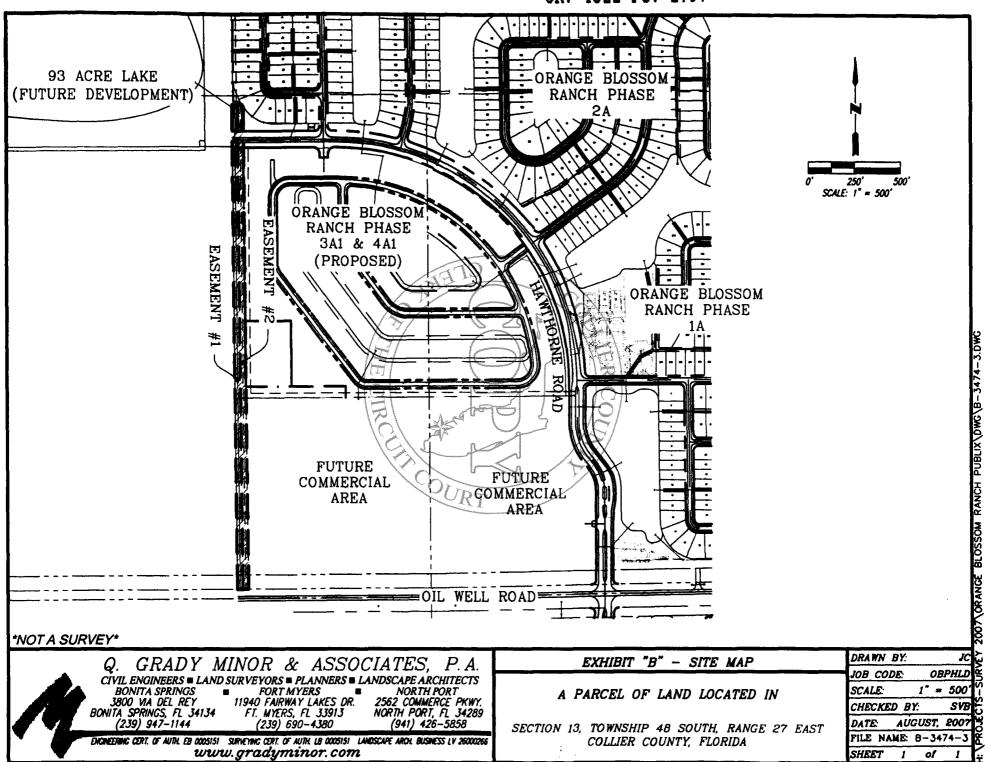
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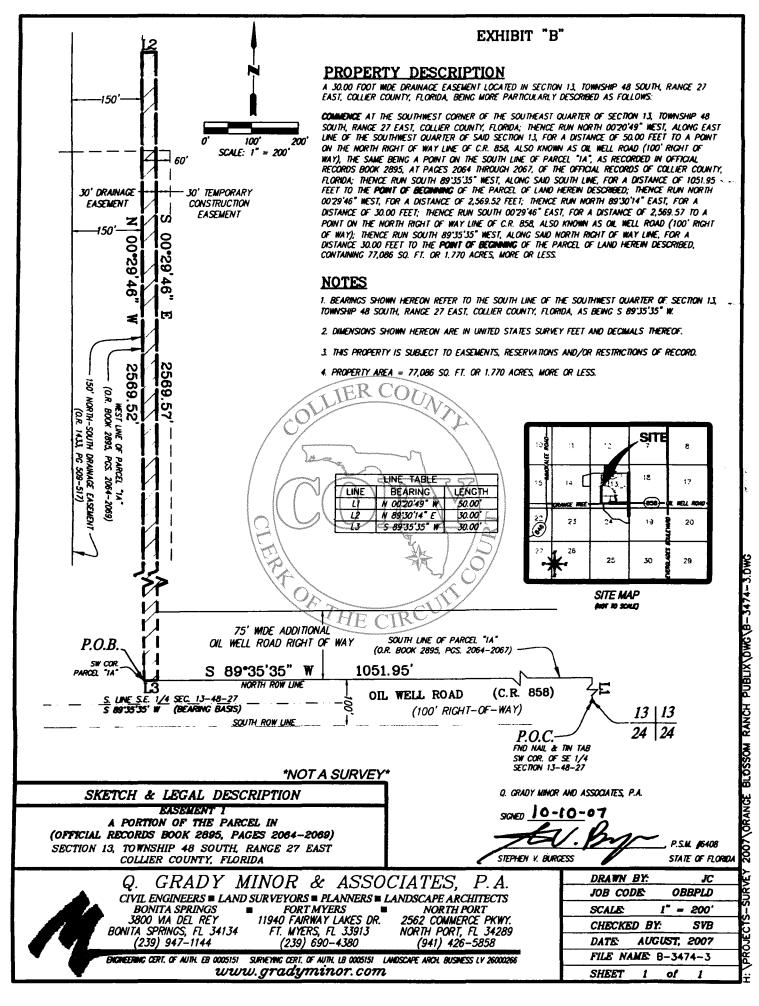
Signed, sealed and delivered in the presence of:	The Bryan W. Paul Family Limited Partnership
	By:
Signature	B. 434
	Printed Name:
Printed Name	IER Title (A)
Signature	
Printed Name	graffity and the second
STATE OF FLORIDA COUNTY OF COLLIER	DE See next page
The foregoing instrument w	as acknowledged before me this day
of, 2007, by	who is personally known to me or has produced
	who is personally known to me or has produced
	Notary Public
	Print Name:
	My Commission Expires:

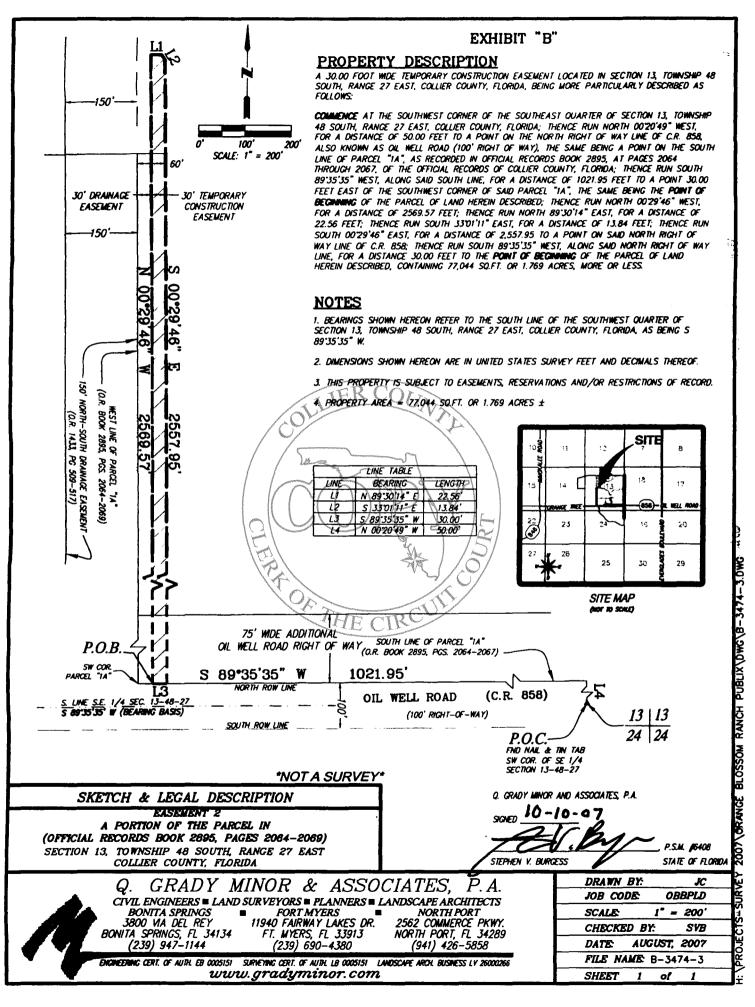
	Print Name:
	My Commission Expires:
AS TO DEVELOPER PAUL	
Signed, sealed and	The Bryan W. Paul Family Limited Partnership
delivered in the presence of:	
	Ву:
Signature / Volle	Printed Name: CRI AV PAN
Printed Name	JER Fife: General Partner
Signature ANU / DWUNS	
STATE OF FLORIDA COUNTY OF COLLIER Hendry	OPPRI-
land of the state	1/5/
of vec., 2007, by BRYAN Pau	as acknowledged before me this <u>20</u> day 1 , as <u>Seneral Pather</u> of The Bryan
W. Paul Family Limited Partnership,	who is personally known to me or has produced
as identification	
	Notary Public Nancy W. Kell
	Print Name: iana w. Keel
NANCY W. KEEL	My Commission Expires: 8-19-08
Notary Public - State of Florida MyCommission Biplies Aug 19, 2008 Commission # DD 323093 Bonded By National Notary Assn.	

Notary Public









*** OR: 4322 PG: 2800 ***

EXHIBIT C

DEVELOPER CONTRIBUTION AGREEMENT ROAD IMPACT FEE CREDIT LEDGER

Beginning Balance	\$450,000.00

DATE	PERMIT #	CREDIT AMT	BALANCE	COMMENTS
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