

**STATE OF FLORIDA
LAND AND WATER ADJUDICATORY COMMISSION**

**PETITION TO MERGE MEDITERRA NORTH COMMUNITY DEVELOPMENT
DISTRICT AND MEDITERRA SOUTH COMMUNITY DEVELOPMENT DISTRICT**

Petitioners, Mediterra North Community Development District (“Mediterra North”) and Mediterra South Community Development District (“Mediterra South”) (together, “Petitioners” or “Districts”), both units of special purpose local government established pursuant to the provisions of Chapter 190, Florida Statutes, hereby petition the Florida Land and Water Adjudicatory Commission (“FLWAC”) pursuant to Sections 190.005 and 190.046(3) of the Florida Statutes, and Chapter 42-1 of the Florida Administrative Code, to merge Mediterra North and Mediterra South. In support of this Petition, Petitioners state:

Background

1. Effective September 16, 1999, the Board of Commissioners of Collier County, Florida established Mediterra South adopting Ordinance No. 99-67, for the purposes of planning, financing, constructing, operating and/or maintaining public infrastructure improvements.

2. Effective March 23, 2001, the City Council of the City of Bonita Springs established Mediterra North by adopting Ordinance No. 01-04, for the purposes of planning, financing, constructing, operating and/or maintaining public infrastructure improvements.

3. Mediterra North and Mediterra South were intended to function as a single interrelated community, but were not created as a single district because, at that time, Section 190.003 of the Florida Statutes prohibited the establishment of community development districts across county boundaries.

4. Effective July 1, 2007, Chapter 2007-160 of the Laws of Florida amended Chapter 190 of the Florida Statutes to eliminate that prohibition, and Section 190.005 of the

Florida Statutes now specifically contemplates the establishment of community development districts “across county boundaries.”

5. A merger of Mediterra North and Mediterra South (“Merger”) is in the best interests of both Districts because, among other reasons, the Merger would:

- (a) Eliminate redundant overhead costs and other expenses;
- (b) Promote greater efficiency in the Districts’ existing joint projects;
- (c) Reduce residential assessments; and
- (d) Better achieve the original public infrastructure delivery and maintenance plan for the two Districts.

6. Section 190.046(3) of the Florida Statutes authorizes the merger of community development districts as follows, with emphasis added:

“The district may merge with other community development districts upon filing a petition for merger, which petition shall include the elements set forth in s. 190.005 The government formed by a merger involving a community development district pursuant to this section shall assume all indebtedness of, and receive title to, all property owned by the preexisting special districts, and the rights of creditors and liens upon property shall not be impaired by such merger. . . . Prior to filing the petition, the districts desiring to merge shall enter into a merger agreement and shall provide for the proper allocation of the indebtedness so assumed and the manner in which said debt shall be retired. . . .”

7. On March 1, 2017, Mediterra North adopted Resolution 2017-2 and on March 15, 2017, Mediterra South adopted Resolution 2017-4, each approving a merger agreement (“Merger Agreement”) in the form attached to the resolutions and authorizing the process necessary to accomplish the merger under Chapter 190 of the Florida Statutes. The resolutions are attached hereto as **Exhibit 1**. The Merger Agreement, among other things, makes provision for the filing of this merger petition, for the intent that Mediterra South remain as the surviving district under the name Mediterra Community Development District (“Mediterra CDD”), for the proper allocation of the indebtedness so assumed, and for the manner in which said debt shall be retired.

8. FLWAC has sole jurisdiction to consider this Petition to merge the Districts pursuant to Sections 190.005 and 190.046(3), Florida Statutes. The District filed this Petition in accordance with Section 190.046(3), Florida Statutes, which states the “[merger] petition shall include the elements set forth in s. 190.005(1) and shall be evaluated using the criteria set forth in s. 190.005(1)(e).” Section 190.005(1)(e) calls for FLWAC to consider a variety of factors discussed below when evaluating this Petition. The Merger Agreement further provides that, as the surviving district, Mediterra South will assume all indebtedness of, and receive title to, all property owned by Mediterra North.

9. The Merger Agreement provides that all existing bond indebtedness will continue to be secured by, and allocated in the same manner as, the existing debt assessment liens. The limited offering memorandums attached hereto as **Exhibit 2**, includes, among other documents, the trust indentures and assessment methodologies associated with the various bond issues and describes the debt allocations and manner of retiring the bonds. Mediterra North currently has no bond indebtedness. As of May 11, 2017, the current bond indebtedness for Mediterra South was as follows:

Bond Issue	Current Bond Indebtedness
Mediterra South - \$13,455,000 Capital Improvement Revenue Refunding Bonds, Series 2012	\$ 10,780,000
Mediterra South - \$4,030,000 Capital Improvement Revenue Refunding Bonds, Series 2013	\$ 3,495,000

10. The Merger Agreement provides that the Merger will not adversely affect the rights of creditors of either district or other parties with whom either district has entered into a contractual relationship.

11. The Merger Agreement provides that, as the surviving district, the Board of Supervisors of Mediterra CDD will consist of two (2) Mediterra North Board Members and three (3) Mediterra South Board Members, all of whom will continue to serve on the same terms and with the same election timetable provided for under Section 190.006 of the Florida Statutes.

Criteria for Merger under Sections 190.046(3) and 190.005, Florida Statutes

12. Location and Size. Mediterra North currently covers approximately 521 acres of land located entirely within the City of Bonita Springs, Florida. Mediterra South currently covers approximately 1,154 acres of land located entirely within Collier County, Florida. Mediterra South is generally located on the northern boundary of Collier County contiguous to Mediterra North. Both Districts are generally located east of Old 41 Road and west of I-75. **Exhibit 3** depicts the general locations of the existing Districts. The current metes and bounds descriptions of the external boundaries of the existing Districts are both set forth in **Exhibit 4**. After merger, the surviving district will encompass a total of approximately 1,674.87 acres. A legal description of the lands within the surviving district is set forth in **Exhibit 5**.

13. Excluded Parcels. At the establishment of both of the existing Districts, there were no out-parcels located within the external boundaries of the Districts that were excluded from either District. After the Merger, the boundaries of the surviving district will consist of the combined boundaries of the existing Districts. There are no parcels that are presently within the existing Districts' boundaries that are to be excluded from the surviving district, and no parcels that are not presently within the existing Districts' boundaries that are to be added to the surviving district.

14. Landowner Consent. As noted previously, the Boards of Supervisors of Mediterra North and Mediterra South adopted Resolutions 2017-2 and 2017-4, respectively,

which approved the form of the Merger Agreement and authorized the preparation and filing of this Petition. Pursuant to Section 190.046(3), Florida Statutes, the approval of the Merger Agreement and this Petition constitute consent of all landowners within the Districts.

15. Future Land Uses. The existing designations of the future general distribution, location and extent of public and private land uses for the surviving district are set forth in **Exhibit 6**. The future designations of the future general distribution, location and extent of public and private land uses proposed for the surviving district are the same as provided in **Exhibit 6**, as the development within the Districts is well underway. Merging Mediterra North and Mediterra South in the manner proposed is consistent with both the adopted Collier County Comprehensive Plan and the City of Bonita Springs Comprehensive Plan.

16. Current Major Trunk Water Mains and Sewer Interceptors and Outfalls. Pursuant to Sections 190.046(3) and 190.005(1)(a)5 of the Florida Statutes, **Exhibit 7** is a map of the surviving district showing the current major trunk water mains and sewer interceptors and outfalls.

17. District Facilities and Services. The surviving district would maintain infrastructure construct, acquire or installed by the existing Districts. Such infrastructure includes stormwater management utilities, right-of-way improvements, perimeter landscaping, recreation and parks, and wetland mitigation. The surviving district does not plan to provide any additional infrastructure.

18. Statement of Estimated Regulatory Costs. **Exhibit 8** is the statement of estimated regulatory costs ("SERC") prepared in accordance with the requirements of Section 120.541, Florida Statutes. The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

19. Filing Fee. Prior to the filing of this Petition, the Petitioners have submitted a copy of this Petition with its exhibits and paid the requisite filing fee to Collier County and the City of Bonita Springs, respectively, pursuant to Chapter 190, Florida Statutes.

20. This Petition to merge Mediterra North and Mediterra South should be granted for the following reasons:

a. As with the existing Districts, the surviving district, and all land uses and services planned within the surviving district, are not inconsistent with applicable elements or portions of the adopted State Comprehensive Plan or the effective local Comprehensive Plans.

b. As with the existing Districts, the area of land within the surviving district will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community.

c. As with the existing Districts, the surviving district will continue to prevent the general body of taxpayers in Collier County and the City of Bonita Springs from bearing the burden for installation of the infrastructure and the maintenance of the above-described facilities within the surviving district. The surviving district will continue to be the best alternative for delivering community development services and facilities within the applicable district boundaries without imposing an additional burden on the general population of the local general-purpose governments. The surviving district will continue to allow for a more efficient use of resources as well as providing the opportunity for new growth to pay for itself.

d. The community development services and facilities of the surviving district will not be incompatible with the capacity and use of existing local and regional community development services and facilities. In addition, the surviving district will serve as a perpetual

entity capable of making reasonable provisions for the operation and maintenance of the services and facilities for the district lands.

e. As with the existing Districts, the area of land that will lie in the boundaries of the surviving district is amenable to separate special district government.

WHEREFORE, Petitioners respectfully request that the Florida Land and Water Adjudicatory Commission:

a. Forward this Petition to the Division of Administrative Hearings, requesting that an Administrative Law Judge be appointed to conduct a hearing as required by Section 190.005(1)(d), Florida Statutes, and asking that a hearing be held in Collier County, the county where the majority of the acreage between the Districts lies, as such Districts are currently closely interrelated, having a joint annual budget and sharing various resources through interlocal agreements. In the alternative, Petitioners request that two hearings be held, one in Collier County and the other in the City of Bonita Springs.

b. Receive a report and conclusion from the Administrative Law Judge as to whether the Petition satisfied the provisions of Section 190.005(1)(e), Florida Statutes; and

c. Adopt a rule pursuant to Chapters 120 and 190, Florida Statutes, granting this Petition and merging Mediterra North and Mediterra South as a merger of Mediterra North into and with Mediterra South, as a surviving entity under the name Mediterra Community Development District.

RESPECTFULLY SUBMITTED, this 11 day of May, 2017.

HOPPING GREEN & SAMS, P.A.

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EXHIBIT LIST FOR MERGER PETITION

- Exhibit 1** Merger Resolutions with Merger Agreement
A) Mediterra North Resolution 2017-2
B) Mediterra South Resolution 2017-4
- Exhibit 2** Mediterra South Limited Offering Statements
- Exhibit 3** General Location Maps Showing Both Districts
- Exhibit 4** Metes and Bounds Descriptions (Existing)
A) Mediterra North Boundary
B) Mediterra South Boundary
- Exhibit 5** Metes and Bounds Description for Surviving District
- Exhibit 6** Existing and Future Land Uses Designations
- Exhibit 7** Map of Current Major Water and Wastewater Facilities and
Drainage Outfalls
- Exhibit 8** Statement of Estimated Regulatory Costs

EXHIBIT 1

MEDITERRA NORTH COMMUNITY DEVELOPMENT DISTRICT
District Office – 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431

CERTIFICATE

I, Chesley E. Adams, Jr., Secretary of the Mediterra North Community Development District do hereby Certify that the attached copy of Resolution 2017-2 was adopted at a meeting of the District duly called and held on March 1, 2017, at which quorum was present and acting throughout, and which Resolution has been compared by me with the original thereof and that said Resolution is a true, complete and correct copy thereof, and said Resolution had been duly adopted and has not been modified, amended or supplemented and is in full force and effect on and as of the date hereof in the form attached hereto.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the District this 21 day of APRIL, 2017.

**MEDITERRA NORTH COMMUNITY
DEVELOPMENT DISTRICT**

BY: COE Adams
SECRETARY

RESOLUTION 2017-2

A RESOLUTION OF THE MEDITERRA NORTH COMMUNITY DEVELOPMENT DISTRICT (“MEDITERRA NORTH”) APPROVING A MERGER AGREEMENT BETWEEN MEDITERRA NORTH AND THE MEDITERRA SOUTH COMMUNITY DEVELOPMENT DISTRICT (“MEDITERRA SOUTH”); AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THE MERGER PROCESS; LIMITING THE EFFECTIVE DATE OF ANTICIPATED MERGER; AND PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Mediterra South is a local unit of special-purpose government established pursuant to the Uniform Community Development Act of 1980, as codified in Chapter 190, Florida Statutes (“Uniform Act”), by Collier County, Florida (“County”) by passage of Ordinance No. 99-67 (“Ordinance”), for the purpose of planning, financing, constructing, operating, and/or maintaining public infrastructure improvements; and

WHEREAS, Mediterra North is a local unit of special-purpose government established pursuant to the Uniform Act by the City of Bonita Springs, Florida (“City”) by passage of Ordinance No. 01-04 (“Ordinance”), for the purpose of planning, financing, constructing, operating, and/or maintaining public infrastructure improvements; and

WHEREAS, the Boards of Supervisors of Mediterra South and Mediterra North (together, the “Districts”) have determined that a merger of the Districts (“Merger”) is in the best interests of the Districts because, among other reasons, the Merger would:

- (a) Eliminate redundant overhead costs and other expenses;
- (b) Promote greater efficiency in the Districts’ maintenance and operation of existing projects benefitting both Districts; and
- (c) Better achieve the original public infrastructure delivery and maintenance plans for the Districts; and
- (d) Provide greater access to recreational improvements.

WHEREAS, pursuant to Section 190.046, Florida Statutes, an agreement has been prepared in the form attached hereto as **Exhibit A** (“Merger Agreement”), which Agreement sets forth the terms for effecting the Merger including, among other things, making provision for the filing of the merger petition, for the proper allocation of the indebtedness so assumed, and for the manner in which said debt shall be retired; and

WHEREAS, Section 190.046(3) of the Florida Statutes authorizes the merger of community development districts as follows, with emphasis added:

The district may merge with other community development districts upon filing a petition for merger, which petition shall include the elements set forth in s. 190.005(1). . . . The government formed by a merger involving a community development district pursuant to this section shall assume all indebtedness of, and receive title to, all property owned by the preexisting special districts. . . . Prior to filing the petition, the districts desiring to merge shall enter into a merger agreement and shall provide for the proper allocation of the indebtedness so assumed and the manner in which such debt shall be retired; and

WHEREAS, Section 190.046(3) provides that “the [merger] petition shall state whether a new district is to be established or whether one district shall be the surviving district;” and

WHEREAS, the Board desires to set forth its intent that the Merger result in the abolishment of Mediterra North and the survival of Mediterra South under the name Mediterra Community Development District (“Mediterra”); and

WHEREAS, the Merger Agreement provides that the boundaries of the surviving district will be the combination of the existing boundaries of Mediterra South and Mediterra North; and

WHEREAS, the Merger Agreement provides that, as the surviving district, Mediterra South will assume all indebtedness of, and receive title to, all property owned by Mediterra North and

WHEREAS, the Merger Agreement provides that all existing bond indebtedness continue to be secured by, and allocated in the same manner as, the existing debt assessment liens; and

WHEREAS, the Merger Agreement provides that the Merger will not adversely affect the rights of creditors of either of the Districts or other parties with whom either of the Districts has entered into a contractual relationship; and

WHEREAS, the Merger Agreement provides that, as the surviving district, Mediterra South Board of Supervisors will continue to serve on the same terms, in the same positions, and with the same election timetable provided for under Section 190.006 of the Florida Statutes; and

WHEREAS, as with the existing Districts, the area of land within the surviving district will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

WHEREAS, as with the existing Districts, the surviving district is the best alternative available for delivering community development services and facilities; and

WHEREAS, as with the existing Districts, the area of land that will lie in the amended boundaries of the surviving district is amenable to separate special district government; and

WHEREAS, in order to seek the Merger of Mediterra South and Mediterra North pursuant to Chapter 190, Florida Statutes, the Mediterra North must authorize its staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the merger process; and

WHEREAS, the retention of any necessary consultants and the work to be performed by the Mediterra North staff may require the expenditure of certain fees, costs, and other expenses as authorized by the Mediterra North Board of Supervisors; and

WHEREAS, Mediterra North desires to approve the Merger Agreement and hereby authorize Mediterra North staff to effect the Merger consistent with the Merger Agreement and the procedures and processes described in Chapter 190, Florida Statutes, which processes include the preparation of a petition to the Florida Land and Water Adjudicatory Commission ("FLWAC"), and such other actions as are necessary in furtherance of the merger process.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE MEDITERRA NORTH COMMUNITY DEVELOPMENT DISTRICT:

1. **Recitals.** The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.
2. **Approval of Merger Agreement.** The Board hereby approves for execution the Merger Agreement in the form attached hereto as **Exhibit A**.
3. **Authorization for Merger.** The Board hereby directs the Chairman, Vice Chairman, and all other officers of the District, and District Staff, to proceed as necessary in the preparation and filing of a petition and related materials with the Florida Land and Water Adjudicatory Commission to seek the merger of Mediterra South and Mediterra North consistent with the terms of the Merger Agreement and Chapter 190, Florida Statutes, and further authorizes the prosecution of the procedural requirements detailed in Chapter 190, Florida Statutes, for the Merger.
4. **Effective Date of Merger.** Pursuant to the Merger Agreement, the effective date of the Merger shall be sixty (60) days following FLWAC's adoption of the rule merging the Districts.

5. **Severability.** If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

6. **Effective Date.** This Resolution shall take effect upon its adoption.

ADOPTED THIS 1 DAY OF MARCH, 2017

ATTEST:

**MEDITERRA NORTH COMMUNITY
DEVELOPMENT DISTRICT**


Secretary/Assistant Secretary


Chairman, Board of Supervisors

Exhibit A: Proposed Merger Agreement

**MERGER AGREEMENT BY AND BETWEEN
MEDITERRA NORTH COMMUNITY DEVELOPMENT DISTRICT AND
MEDITERRA SOUTH COMMUNITY DEVELOPMENT DISTRICT**

This Merger Agreement (the “Agreement”) is made and entered into by and between the following:

Mediterra South Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Collier County, Florida (hereinafter “Mediterra South CDD,”).

Mediterra North Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of Bonita Springs, Florida (hereinafter “Mediterra North CDD” and together with Mediterra South CDD, the “Districts”); and

Recitals

WHEREAS, Mediterra South CDD was established as of September 14, 1999, by Ordinance 99-67 adopted by the Board of County Commissioners of Collier County, Florida for the purposes of planning, financing, constructing, operating and/or maintaining public infrastructure improvements; and

WHEREAS, Mediterra North CDD was established as of February 21, 2001, by Ordinance 01-04 adopted by the City Council of the City of Bonita Springs, Florida for the purposes of planning, financing, constructing, operating and/or maintaining public infrastructure improvements; and

WHEREAS, together the Districts serve the residential development known as “Mediterra” located within Lee and Collier Counties, Florida; and

WHEREAS, Section 190.046(3), *Florida Statutes*, authorizes the merger of community development districts and provides that, prior to filing a petition requesting such merger, the districts desiring to merge enter into a merger agreement which provides for the proper allocation of the indebtedness assumed by the merged district and the manner in which such debt shall be retired; and

WHEREAS, Section 190.046(3), *Florida Statutes*, provides that the approval of the merger agreement and the petition by the board of supervisors of each district shall constitute the consent of the landowners within such district with respect to the merger; and

WHEREAS, due to the interrelated nature of the Districts within the Mediterra community, a merger of the Districts (hereinafter the “Merger”) is in the best interests of both Districts because, among other reasons, the Merger would promote greater efficiency in the Districts’ operations, eliminate redundant overhead costs and other expenses, and reduce future operations and maintenance assessments in the aggregate; and

WHEREAS, on _____, 2017, and _____, 2017, the Board of Supervisors (the "Board(s)") of both Mediterra South CDD and Mediterra North CDD adopted Resolutions 2017-____ and 2017-____, respectively, evidencing the Districts' intent to effectuate the Merger between the Districts, directing the Districts' staff to take all actions necessary in effectuating same, and approving the form of an agreement between the Districts related to the merger and of the petition requesting the Merger (collectively, the "Merger Approval Resolutions"); and

WHEREAS, in accordance with Section 190.046(3), *Florida Statutes*, Mediterra South CDD and Mediterra North CDD accordingly desire to set forth their mutual understanding, rights and obligations with respect to the Merger.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals and Authority.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement. This Agreement is entered into pursuant to the provisions of Florida law, including, but not limited to, Chapter 190, *Florida Statutes*.

2. **The Merger.** Pursuant to the Merger Approval Resolutions, the Districts shall cause to be filed with FLWAC a petition ("Merger Petition") requesting that FLWAC adopt a rule of the Florida Administrative Code (hereinafter "District Merger Rule") that would effectuate the Merger of Mediterra North CDD into and with Mediterra South CDD as the surviving entity under the name Mediterra Community Development District. The Merger shall become effective sixty (60) days following FLWAC's adoption of the District Merger Rule (the "Merger Effective Date"). The sixty (60) day period preceding the Merger Effective Date shall be referred to as the "Interim Merger Period." On the Merger Effective Date, Mediterra North CDD shall be merged into and with Mediterra South CDD under the name Mediterra Community Development District as the surviving entity, and Mediterra North CDD shall thereafter cease to exist. It is the intent of the Districts that the transfer, assignment, vesting, and assumption of all rights, property, assets, assessments, contracts, agreements, insurance, debts, and liabilities from Mediterra North CDD into Mediterra South CDD shall automatically occur on the Merger Effective Date, by virtue of the Merger pursuant to Section 190.046(3), *Florida Statutes*.

3. **Delegation of Authority; Cooperation.** This Agreement supplements, as necessary, the authorization, direction and delegation of authority to the Districts' Chairpersons, Vice Chairpersons, and District officers and/or staff (collectively, "District Staff") as provided in the Merger Approval Resolutions to further authorize and delegate to District Staff the authority to effectuate the transfer of powers, duties, liabilities, claims and assets, etc. as may be necessary to effectuate the Merger. The Districts agree to continue to cooperate and take all actions reasonably necessary and in a timely manner to permit a prompt response in all proceedings relating to the Merger.

4. **Funding.** The Districts recognize that in order to seek a Merger pursuant to Chapter 190, *Florida Statutes*, District Staff, including but not limited to legal, engineering, financial and managerial staff, among others, must provide certain services necessary to the effectuate the same. Accordingly, the Districts agree to provide the funding necessary for the effectuation of the Merger. The Districts hereby agree to share the costs associated with such Merger as follows: the each District shall be responsible for its proportionate share of the costs of the merger in accordance with the Interlocal Agreement between the Mediterra North and Mediterra South Districts Regarding the Annual Combined General Fund Budget dated September 2, 2015.

5. **Legal Opinions.** The Districts shall cause to be provided, or otherwise obtain, any legal opinions necessary to effectuate the Merger.

6. **District Name and Boundaries.** Upon the Merger, the name of the surviving District shall be the “Mediterra Community Development District,” (the “Mediterra CDD”). The Mediterra North CDD shall cease to exist. As of the Merger Effective Date, the boundaries of Merged District shall be as set forth in **Exhibit A**, attached hereto and incorporated herein by reference.

7. **Board Members.** Upon the Merger Effective Date, the Board of the Mediterra North CDD shall cease to exist and the Mediterra North Board members shall cease to hold office. The Board of Mediterra South CDD shall continue to operate as the Board of the Merged District. To facilitate the Merger, Dallas Luby and John Henry who currently occupy Seats 1 and 5 on the Mediterra South CDD Board have placed their irrevocable resignations in escrow with the District Manager to be effective upon the Merger Effective Date. Within thirty (30) days after the Merger Effective Date, the Mediterra South CDD Board agrees to appoint Mediterra North CDD Board Members as of the date prior to the Merger Effective Date, David Risley and Brian Neary, who have been elected in a general election by the residents of the Mediterra North CDD to Seats 1 and 5, to fulfill the terms of the seats. In the event David Risley or Brian Neary are no longer Mediterra North CDD Board Members as of the date of appointment or are otherwise unable or unwilling to accept such appointment, the Mediterra South CDD Board shall appoint two other Mediterra North Board Members as of the date prior to the Merger Effective Date to Seats 1 and 5. The election timetable provided for under Section 190.006, *Florida Statutes*, shall continue to apply. Seats 3, 4, and 5 of the Merged District shall hold terms expiring in November 2020, and Seats 1 and 2 of the Merged District shall hold terms expiring in November 2018

8. **Property & Assets.** Effective as of the Merger Effective Date, Mediterra North CDD passes all title, rights, ownership of property, moneys, uncollected taxes and/or assessments, dues, receivables, claims, and judgments held and owned by Mediterra North CDD (the “Mediterra North CDD Assets”) to Mediterra South CDD. By execution of this Agreement, and as of the Merger Effective Date, Mediterra South CDD accepts and is hereby vested with the authority necessary to effect such transfer from or on behalf of Mediterra North CDD, and receive such title, rights, ownership of property, moneys, uncollected taxes and/or assessments, dues, receivables, claims and judgments.

9. **Assessments.** Effective as of the Merger Effective Date, all non-ad valorem or special assessments levied by Mediterra North CDD against property in Mediterra North CDD (the “Mediterra North CDD Assessments”) shall be payable when due to Mediterra South CDD. By execution of this Agreement, and as of the Merger Effective Date, the Mediterra North CDD delegates, and the Mediterra South CDD accepts, the authority to collect upon and enforce any such assessment liens, whether under the Uniform Method of Collection or any other method under Florida law. Following the Merger Effective Date, there shall be no change in the assessment liens on the specific lands securing the outstanding Mediterra South Community Development District (Collier County, Florida), Capital Improvement Revenue Refunding Bonds, Series 2012 (the Series 2012 Bonds”) and Mediterra South Community Development District (Collier County, Florida) Capital Improvement Revenue Refunding Bonds, Series 2013 (the “Series 2013 Bonds”) issued by the Mediterra South CDD by virtue of the Merger contemplated herein, except that the liens shall be in favor of the Mediterra South CDD.

10. **Contracts.** Effective as of the Merger Effective Date, Mediterra South CDD shall be responsible for, and bound by, all contracts to which Mediterra North CDD is a party (the “Mediterra North CDD Contracts”). Mediterra South CDD shall assume the liabilities arising from the Mediterra North CDD Contracts and be entitled to the benefits of the same by operation of law. In addition, this Agreement shall effect the assignment, if needed, of the Mediterra North CDD Contracts to Mediterra South CDD as of the Merger Effective Date with no further action required on behalf of the Districts unless consent by assignment is required by a third party. If such consent is required by a third party, Mediterra South CDD shall obtain such consent to assignment or terminate the contract in accordance with its terms. By execution of this Agreement, Mediterra North CDD delegates, and Mediterra South CDD accepts, the authority to enforce and/or effect the disposition of all Mediterra North CDD Contracts, including but not limited to the assignment, amendment, and/or termination of the same.

11. **Interlocal Agreements Between the Districts.** As of the Merger Effective Date, Mediterra North CDD shall cease to exist and shall merge into Mediterra South CDD. As Mediterra South CDD is the surviving entity of the Districts, there is no longer a need for interlocal agreements between Mediterra North CDD and Mediterra South CDD (collectively, the “District Interlocal Agreements”) which exist now or which may be entered into between the Districts before the Merger Effective Date. Therefore, each of the District Interlocal Agreements shall be terminated as of the Merger Effective Date; provided, however, that Mediterra South CDD shall be entitled to levy special assessments against lands formerly within the Mediterra North CDD for any payments outstanding and due to the Mediterra South CDD pursuant to any District Interlocal Agreement.

12. **Other Interlocal Agreements.** Effective as of the Merger Effective Date, Mediterra South CDD shall be responsible for, and be bound by, all other interlocal agreements to which Mediterra North CDD is a party, including any with Collier County or the City of Bonita Springs (“Other Interlocal Agreements”). Mediterra South CDD shall assume the liabilities arising from such interlocal agreements and be entitled to the benefit of the same by operation of law. In addition, this Agreement shall effect the assignment, if needed, of the Other Interlocal Agreements by Mediterra North CDD to Mediterra South CDD as of the Merger Effective Date with no further action required by the Districts. To the extent necessary, if any,

Mediterra North CDD delegates, and Mediterra South CDD accepts, the authority to enforce and/or effect the disposition of all such interlocal agreements, including but not limited to the assignment, amendment and/or termination of the same.

13. Debts & Liabilities. Effective as of the Merger Effective Date, Mediterra South CDD shall be responsible for and have the obligation of all debts and liabilities of Mediterra North CDD (the “Mediterra North CDD Debts & Liabilities”) by operation of law. The Districts agree that, pursuant to Section 190.046, *Florida Statutes*, the Merger shall not impair the rights of creditors and liens upon Mediterra North CDD property, if any. Moreover, Mediterra South CDD may be substituted for Mediterra North CDD in any claim existing, or action or proceeding pending by or against Mediterra North CDD. To the extent necessary, the Mediterra North CDD delegates, and Mediterra South CDD accepts, the authority to satisfy, fulfill, and pay all Mediterra North CDD Debts & Liabilities and defend against any claim or action proceeding by or against Mediterra North CDD.

14. Insurance. Mediterra North CDD shall terminate its insurance coverage effective thirty (30) days from the Merger Effective Date. Mediterra South CDD shall ensure that payment of the premium for that coverage is made so as to prevent any lapse in coverage, and shall be entitled to receive any refund of any overpayment for such insurance due to the cancellation.

15. Audits. Effective as of the Merger Effective Date, Mediterra North CDD hereby authorizes the Mediterra South CDD to conduct, approve, and submit to appropriate authorities a final audit of Mediterra North CDD’s financial records pursuant to Section 190.007(2), *Florida Statutes*, and the submittal of any additional financial reports or statements required by law. By execution of this Agreement, Mediterra South CDD agrees to conduct, approve, and submit to appropriate authorities a final audit of Mediterra North CDD’s records pursuant to Section 190.007(2), *Florida Statutes*, and to submit all required additional financial reports or statements required by law. The Districts agree that the preparation of the above-referenced audit shall not commence until after the Merger Effective Date.

16. Accounts. Effective as of the Merger Effective Date, the Mediterra North CDD authorizes Mediterra South CDD to assume control of all bank accounts held in the name of Mediterra North CDD (the “Bank Accounts”), and to take any actions necessary to utilize such funds to pay obligations of Mediterra North CDD which may become due after the Merger Effective Date or to transfer any funds remaining in such accounts into Mediterra South CDD accounts. Such actions may include, but are not limited to, the expenditure of funds from the Bank Accounts for payment of services rendered to Mediterra North CDD prior to the Merger Effective Date, the transfer of such funds from Mediterra North CDD to Mediterra South CDD, and the closing of such Bank Accounts which shall occur within forty-five (45) days of the Merger Effective Date. By execution of this Agreement, and as of the Merger Effective Date, the Mediterra South CDD accepts such control over the Bank Accounts.

17. Budgets. By execution of this Agreement, and effective as of the Merger Effective Date, the Mediterra North CDD delegates to Mediterra South CDD the authority to

consolidate the Mediterra North CDD budget with the Mediterra South CDD budget for the then-current fiscal year, and Mediterra South CDD agrees to take any and all such actions with respect to the consolidation of the Districts' budgets. As the Districts acknowledge that the necessary amendments to Mediterra South CDD's budget to reflect the Merger must occur after the closing of the financial accounts and records of Mediterra North CDD, Mediterra South CDD agrees to amend the Mediterra South CDD budget to reflect the Merger, including amendments to both revenues and expenses, within sixty (60) days of the Merger Effective Date.

18. Rules and Policies. At the time of this Agreement, Mediterra North CDD and Mediterra South CDD have identical Rules of Procedure. Any additional rules, rates, or policies adopted by Mediterra South CDD shall remain in place upon the Merger unless and until Mediterra South CDD finds, in its sole discretion, that it is in its best interests to amend such rules, rates, or policies.

19. Powers. At the time of this Agreement, Mediterra South CDD shall continue to have all of its existing general and special powers. Effective as of the Merger Effective Date, Mediterra South CDD shall be additionally vested with any and all of the general and special powers of Mediterra North CDD.

20. Default and Protection Against Third Party Interference. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Each party shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair a party's right to protect its rights from interference by a third party to this Agreement.

21. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing approved by the Boards of Supervisors of both Districts.

22. Authorization. The execution of this Agreement has been duly authorized by the Boards of Supervisors for both Mediterra North CDD and Mediterra South CDD, both parties have complied with all the requirements of law, and both parties have full power and authority to comply with the terms and provisions of this instrument.

23. Arm's Length Transaction. This Agreement has been negotiated fully between the parties as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel of their choosing. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either party.

24. Third Party Beneficiaries. This Agreement is solely for the benefit of the parties and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the

parties any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement.

25. **Assignment.** Neither party may assign any part of this Agreement without the prior written approval of the other. Any purported assignment without such written consent shall be void.

26. **Controlling Law; Venue.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Collier County, Florida.

27. **Severability.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

28. **Sovereign Immunity.** Nothing in this Agreement shall constitute or be construed as a waiver of either party's limitations on liability, as set forth in Section 768.28, *Florida Statutes*, or other applicable statute or law.

29. **Enforcement of Agreement.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, the parties agree that the prevailing party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

30. **Headings for Convenience Only.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

31. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original. However, all such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

32. **Effective Date; Merger Effective Date and Termination.** This Agreement shall be effective upon the execution by a majority of the Board of Supervisors of both the Mediterra North CDD and Mediterra South CDD, and upon the recordation of a fully-executed copy of the Agreement in the Official Records of Collier and Lee Counties, Florida. The Agreement shall continue to be effective until the earlier of either: (a) the date following the Merger Effective Date upon which all obligations and requirements set forth under this Agreement have been satisfied; or (b) termination of this Agreement upon sixty (60) days written notice by the terminating party. The terminating party shall record a Notice of Termination of this Agreement immediately after the effective date of termination.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned executed this Agreement as of the _____ day of _____, 2017.

Attest:

**MEDITERRA SOUTH COMMUNITY
DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS**

Secretary

By: _____
Its Chairman

Witness: _____

By: _____
Its Vice-Chairman

Printed Name

By: _____
Its Assistant Secretary

Witness: _____

By: _____
Its Assistant Secretary

Printed Name

By: _____
Its Assistant Treasurer

STATE OF FLORIDA
COUNTY OF _____

SUBSCRIBED AND SWORN to me, before a Notary Public in the State and County aforesaid, this ___ day of _____, 2017.

Notary Public, State of Florida

Name of Notary Public
Print, Stamp or Type as Commissioned

Personally known to me or Produced Identification:

Type of Identification Produced

IN WITNESS WHEREOF, the undersigned executed this Agreement as of the _____ day of _____, 2017.

Attest:

**MEDITERRA NORTH COMMUNITY
DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS**

Secretary

By: _____
Its Chairman

Witness:

By: _____
Its Vice-Chairman

Printed Name

By: _____
Its Assistant Secretary

Witness:

By: _____
Its Assistant Secretary

Printed Name

By: _____
Its Assistant Secretary

STATE OF FLORIDA
COUNTY OF _____

SUBSCRIBED AND SWORN to me, before a Notary Public in the State and County aforesaid, this ___ day of _____, 2017.

Notary Public, State of Florida

Name of Notary Public
Print, Stamp or Type as Commissioned

Personally known to me or Produced Identification:

Type of Identification Produced

IN WITNESS WHEREOF, the undersigned as District Manager of _____ CDD Community Development District accepts the authority delegated by this Agreement as of the _____ day of _____, 2017.

Attest:

WRATHELL, HUNT & ASSOCIATES, INC.

Secretary

By: _____
Its Director

Witness:

Printed Name

Witness:

Printed Name

STATE OF FLORIDA
COUNTY OF _____

SUBSCRIBED AND SWORN to me, before a Notary Public in the State and County aforesaid, this ___ day of _____, 2017.

Notary Public, State of Florida

Name of Notary Public
Print, Stamp or Type as Commissioned

Personally known to me or Produced Identification:

Type of Identification Produced

Exhibit A: Mediterra South CDD Boundaries as of Merger Effective Date

MEDITERRA SOUTH COMMUNITY DEVELOPMENT DISTRICT
District Office – 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431

CERTIFICATE

I, Chesley E. Adams, Jr., Secretary of the Mediterra South Community Development District do hereby Certify that the attached copy of Resolution 2017-4 was adopted at a meeting of the District duly called and held on March 15, 2017, at which quorum was present and acting throughout, and which Resolution has been compared by me with the original thereof and that said Resolution is a true, complete and correct copy thereof, and said Resolution had been duly adopted and has not been modified, amended or supplemented and is in full force and effect on and as of the date hereof in the form attached hereto.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the District this 21 day of April, 2017.

**MEDITERRA SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

BY: Chesley E. Adams, Jr.
SECRETARY

RESOLUTION 2017-4

A RESOLUTION OF THE MEDITERRA SOUTH COMMUNITY DEVELOPMENT DISTRICT (“MEDITERRA SOUTH”) APPROVING A MERGER AGREEMENT BETWEEN MEDITERRA SOUTH AND THE MEDITERRA NORTH COMMUNITY DEVELOPMENT DISTRICT (“MEDITERRA NORTH”); AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THE MERGER PROCESS; LIMITING THE EFFECTIVE DATE OF ANTICIPATED MERGER; AND PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Mediterra South is a local unit of special-purpose government established pursuant to the Uniform Community Development Act of 1980, as codified in Chapter 190, Florida Statutes (“Uniform Act”), by Collier County, Florida (“County”) by passage of Ordinance No. 99-67 (“Ordinance”), for the purpose of planning, financing, constructing, operating, and/or maintaining public infrastructure improvements; and

WHEREAS, Mediterra North is a local unit of special-purpose government established pursuant to the Uniform Act by the City of Bonita Springs, Florida (“City”) by passage of Ordinance No. 01-04 (“Ordinance”), for the purpose of planning, financing, constructing, operating, and/or maintaining public infrastructure improvements; and

WHEREAS, the Boards of Supervisors of Mediterra South and Mediterra North (together, the “Districts”) have determined that a merger of the Districts (“Merger”) is in the best interests of the Districts because, among other reasons, the Merger would:

- (a) Eliminate redundant overhead costs and other expenses;
- (b) Promote greater efficiency in the Districts’ maintenance and operation of existing projects benefitting both Districts; and
- (c) Better achieve the original public infrastructure delivery and maintenance plans for the Districts; and
- (d) Provide greater access to recreational improvements.

WHEREAS, pursuant to Section 190.046, Florida Statutes, an agreement has been prepared in the form attached hereto as **Exhibit A** (“Merger Agreement”), which Agreement sets forth the terms for effecting the Merger including, among other things, making provision for the filing of the merger petition, for the proper allocation of the indebtedness so assumed, and for the manner in which said debt shall be retired; and

WHEREAS, Section 190.046(3) of the Florida Statutes authorizes the merger of community development districts as follows, with emphasis added:

The district may merge with other community development districts upon filing a petition for merger, which petition shall include the elements set forth in s. 190.005(1). . . . The government formed by a merger involving a community development district pursuant to this section shall assume all indebtedness of, and receive title to, all property owned by the preexisting special districts. . . . Prior to filing the petition, the districts desiring to merge shall enter into a merger agreement and shall provide for the proper allocation of the indebtedness so assumed and the manner in which such debt shall be retired; and

WHEREAS, Section 190.046(3) provides that “the [merger] petition shall state whether a new district is to be established or whether one district shall be the surviving district;” and

WHEREAS, the Board desires to set forth its intent that the Merger result in the abolishment of Mediterra North and the survival of Mediterra South under the name Mediterra Community Development District (“Mediterra”); and

WHEREAS, the Merger Agreement provides that the boundaries of the surviving district will be the combination of the existing boundaries of Mediterra South and Mediterra North; and

WHEREAS, the Merger Agreement provides that, as the surviving district, Mediterra South will assume all indebtedness of, and receive title to, all property owned by Mediterra North and

WHEREAS, the Merger Agreement provides that all existing bond indebtedness continue to be secured by, and allocated in the same manner as, the existing debt assessment liens; and

WHEREAS, the Merger Agreement provides that the Merger will not adversely affect the rights of creditors of either of the Districts or other parties with whom either of the Districts has entered into a contractual relationship; and

WHEREAS, the Merger Agreement provides that, as the surviving district, Mediterra South Board of Supervisors will continue to serve on the same terms, in the same positions, and with the same election timetable provided for under Section 190.006 of the Florida Statutes; and

WHEREAS, as with the existing Districts, the area of land within the surviving district will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

WHEREAS, as with the existing Districts, the surviving district is the best alternative available for delivering community development services and facilities; and

WHEREAS, as with the existing Districts, the area of land that will lie in the amended boundaries of the surviving district is amenable to separate special district government; and

WHEREAS, in order to seek the Merger of Mediterra South and Mediterra North pursuant to Chapter 190, Florida Statutes, the Mediterra South must authorize its staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the merger process; and

WHEREAS, the retention of any necessary consultants and the work to be performed by the Mediterra South staff may require the expenditure of certain fees, costs, and other expenses as authorized by the Mediterra South Board of Supervisors; and

WHEREAS, Mediterra South desires to approve the Merger Agreement and hereby authorize Mediterra South staff to effect the Merger consistent with the Merger Agreement and the procedures and processes described in Chapter 190, Florida Statutes, which processes include the preparation of a petition to the Florida Land and Water Adjudicatory Commission (“FLWAC”), and such other actions as are necessary in furtherance of the merger process.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE MEDITERRA SOUTH COMMUNITY DEVELOPMENT DISTRICT:

1. **Recitals.** The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.
2. **Approval of Merger Agreement.** The Board hereby approves for execution the Merger Agreement in the form attached hereto as **Exhibit A**.
3. **Authorization for Merger.** The Board hereby directs the Chairman, Vice Chairman, and all other officers of the District, and District Staff, to proceed as necessary in the preparation and filing of a petition and related materials with the Florida Land and Water Adjudicatory Commission to seek the merger of Mediterra South and Mediterra North consistent with the terms of the Merger Agreement and Chapter 190, Florida Statutes, and further authorizes the prosecution of the procedural requirements detailed in Chapter 190, Florida Statutes, for the Merger.
4. **Effective Date of Merger.** Pursuant to the Merger Agreement, the effective date of the Merger shall be sixty (60) days following FLWAC’s adoption of the rule merging the Districts.

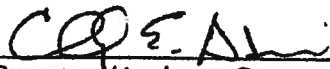
5. **Severability.** If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

6. **Effective Date.** This Resolution shall take effect upon its adoption.

ADOPTED THIS 15 DAY OF MARCH, 2017

ATTEST:

**MEDITERRA SOUTH COMMUNITY
DEVELOPMENT DISTRICT**


Secretary/Assistant Secretary

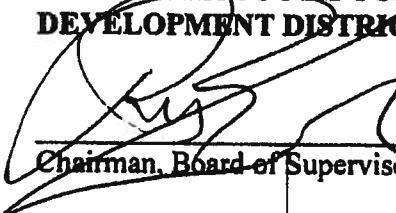

Chairman, Board of Supervisors

Exhibit A: Proposed Merger Agreement

**MERGER AGREEMENT BY AND BETWEEN
MEDITERRA NORTH COMMUNITY DEVELOPMENT DISTRICT AND
MEDITERRA SOUTH COMMUNITY DEVELOPMENT DISTRICT**

This Merger Agreement (the "Agreement") is made and entered into by and between the following:

Mediterra South Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Collier County, Florida (hereinafter "Mediterra South CDD,");

Mediterra North Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of Bonita Springs, Florida (hereinafter "Mediterra North CDD" and together with Mediterra South CDD, the "Districts"); and

Recitals

WHEREAS, Mediterra South CDD was established as of September 14, 1999, by Ordinance 99-67 adopted by the Board of County Commissioners of Collier County, Florida for the purposes of planning, financing, constructing, operating and/or maintaining public infrastructure improvements; and

WHEREAS, Mediterra North CDD was established as of February 21, 2001, by Ordinance 01-04 adopted by the City Council of the City of Bonita Springs, Florida for the purposes of planning, financing, constructing, operating and/or maintaining public infrastructure improvements; and

WHEREAS, together the Districts serve the residential development known as "Mediterra" located within Lee and Collier Counties, Florida; and

WHEREAS, Section 190.046(3), *Florida Statutes*, authorizes the merger of community development districts and provides that, prior to filing a petition requesting such merger, the districts desiring to merge enter into a merger agreement which provides for the proper allocation of the indebtedness assumed by the merged district and the manner in which such debt shall be retired; and

WHEREAS, Section 190.046(3), *Florida Statutes*, provides that the approval of the merger agreement and the petition by the board of supervisors of each district shall constitute the consent of the landowners within such district with respect to the merger; and

WHEREAS, due to the interrelated nature of the Districts within the Mediterra community, a merger of the Districts (hereinafter the "Merger") is in the best interests of both Districts because, among other reasons, the Merger would promote greater efficiency in the Districts' operations, eliminate redundant overhead costs and other expenses, and reduce future operations and maintenance assessments in the aggregate; and

WHEREAS, on March 15, 2017, and March 1, 2017, the Board of Supervisors (the “Board(s)”) of both Mediterra South CDD and Mediterra North CDD adopted Resolutions 2017-4 and 2017-2, respectively, evidencing the Districts’ intent to effectuate the Merger between the Districts, directing the Districts’ staff to take all actions necessary in effectuating same, and approving the form of an agreement between the Districts related to the merger and of the petition requesting the Merger (collectively, the “Merger Approval Resolutions”); and

WHEREAS, in accordance with Section 190.046(3), *Florida Statutes*, Mediterra South CDD and Mediterra North CDD accordingly desire to set forth their mutual understanding, rights and obligations with respect to the Merger.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals and Authority. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement. This Agreement is entered into pursuant to the provisions of Florida law, including, but not limited to, Chapter 190, *Florida Statutes*.

2. The Merger. Pursuant to the Merger Approval Resolutions, the Districts shall cause to be filed with FLWAC a petition (“Merger Petition”) requesting that FLWAC adopt a rule of the Florida Administrative Code (hereinafter “District Merger Rule”) that would effectuate the Merger of Mediterra North CDD into and with Mediterra South CDD as the surviving entity under the name Mediterra Community Development District. The Merger shall become effective sixty (60) days following FLWAC’s adoption of the District Merger Rule (the “Merger Effective Date”). The sixty (60) day period preceding the Merger Effective Date shall be referred to as the “Interim Merger Period.” On the Merger Effective Date, Mediterra North CDD shall be merged into and with Mediterra South CDD under the name Mediterra Community Development District as the surviving entity, and Mediterra North CDD shall thereafter cease to exist. It is the intent of the Districts that the transfer, assignment, vesting, and assumption of all rights, property, assets, assessments, contracts, agreements, insurance, debts, and liabilities from Mediterra North CDD into Mediterra South CDD shall automatically occur on the Merger Effective Date, by virtue of the Merger pursuant to Section 190.046(3), *Florida Statutes*.

3. Delegation of Authority; Cooperation. This Agreement supplements, as necessary, the authorization, direction and delegation of authority to the Districts’ Chairpersons, Vice Chairpersons, and District officers and/or staff (collectively, “District Staff”) as provided in the Merger Approval Resolutions to further authorize and delegate to District Staff the authority to effectuate the transfer of powers, duties, liabilities, claims and assets, etc. as may be necessary to effectuate the Merger. The Districts agree to continue to cooperate and take all actions reasonably necessary and in a timely manner to permit a prompt response in all proceedings relating to the Merger.

4. **Funding.** The Districts recognize that in order to seek a Merger pursuant to Chapter 190, *Florida Statutes*, District Staff, including but not limited to legal, engineering, financial and managerial staff, among others, must provide certain services necessary to the effectuate the same. Accordingly, the Districts agree to provide the funding necessary for the effectuation of the Merger. The Districts hereby agree to share the costs associated with such Merger as follows: the each District shall be responsible for its proportionate share of the costs of the merger in accordance with the Interlocal Agreement between the Mediterra North and Mediterra South Districts Regarding the Annual Combined General Fund Budget dated September 2, 2015.

5. **Legal Opinions.** The Districts shall cause to be provided, or otherwise obtain, any legal opinions necessary to effectuate the Merger.

6. **District Name and Boundaries.** Upon the Merger, the name of the surviving District shall be the “Mediterra Community Development District,” (the “Mediterra CDD”). The Mediterra North CDD shall cease to exist. As of the Merger Effective Date, the boundaries of Merged District shall be as set forth in **Exhibit A**, attached hereto and incorporated herein by reference.

7. **Board Members.** Upon the Merger Effective Date, the Board of the Mediterra North CDD shall cease to exist and the Mediterra North Board members shall cease to hold office. The Board of Mediterra South CDD shall continue to operate as the Board of the Merged District. To facilitate the Merger, Dallas Luby and John Henry who currently occupy Seats 1 and 5 on the Mediterra South CDD Board have placed their irrevocable resignations in escrow with the District Manager to be effective upon the Merger Effective Date. Within thirty (30) days after the Merger Effective Date, the Mediterra South CDD Board agrees to appoint Mediterra North CDD Board Members as of the date prior to the Merger Effective Date, David Risley and Brian Neary, who have been elected in a general election by the residents of the Mediterra North CDD to Seats 1 and 5, to fulfill the terms of the seats. In the event David Risley or Brian Neary are no longer Mediterra North CDD Board Members as of the date of appointment or are otherwise unable or unwilling to accept such appointment, the Mediterra South CDD Board shall appoint one or two, as the case may be, other Mediterra North Board Members as of the date prior to the Merger Effective Date to Seats 1 and 5. The election timetable provided for under Section 190.006, *Florida Statutes*, shall continue to apply. Seats 3, 4, and 5 of the Merged District shall hold terms expiring in November 2020, and Seats 1 and 2 of the Merged District shall hold terms expiring in November 2018

8. **Property & Assets.** Effective as of the Merger Effective Date, Mediterra North CDD passes all title, rights, ownership of property, moneys, uncollected taxes and/or assessments, dues, receivables, claims, and judgments held and owned by Mediterra North CDD (the “Mediterra North CDD Assets”) to Mediterra South CDD. By execution of this Agreement, and as of the Merger Effective Date, Mediterra South CDD accepts and is hereby vested with the authority necessary to effect such transfer from or on behalf of Mediterra North CDD, and receive such title, rights, ownership of property, moneys, uncollected taxes and/or assessments, dues, receivables, claims and judgments.

9. **Assessments.** Effective as of the Merger Effective Date, all non-ad valorem or special assessments levied by Mediterra North CDD against property in Mediterra North CDD (the “Mediterra North CDD Assessments”) shall be payable when due to Mediterra South CDD. By execution of this Agreement, and as of the Merger Effective Date, the Mediterra North CDD delegates, and the Mediterra South CDD accepts, the authority to collect upon and enforce any such assessment liens, whether under the Uniform Method of Collection or any other method under Florida law. Following the Merger Effective Date, there shall be no change in the assessment liens on the specific lands securing the outstanding Mediterra South Community Development District (Collier County, Florida), Capital Improvement Revenue Refunding Bonds, Series 2012 (the Series 2012 Bonds”) and Mediterra South Community Development District (Collier County, Florida) Capital Improvement Revenue Refunding Bonds, Series 2013 (the “Series 2013 Bonds”) issued by the Mediterra South CDD by virtue of the Merger contemplated herein, except that the liens shall be in favor of the Mediterra South CDD.

10. **Contracts.** Effective as of the Merger Effective Date, Mediterra South CDD shall be responsible for, and bound by, all contracts to which Mediterra North CDD is a party (the “Mediterra North CDD Contracts”). Mediterra South CDD shall assume the liabilities arising from the Mediterra North CDD Contracts and be entitled to the benefits of the same by operation of law. In addition, this Agreement shall effect the assignment, if needed, of the Mediterra North CDD Contracts to Mediterra South CDD as of the Merger Effective Date with no further action required on behalf of the Districts unless consent by assignment is required by a third party. If such consent is required by a third party, Mediterra South CDD shall obtain such consent to assignment or terminate the contract in accordance with its terms. By execution of this Agreement, Mediterra North CDD delegates, and Mediterra South CDD accepts, the authority to enforce and/or effect the disposition of all Mediterra North CDD Contracts, including but not limited to the assignment, amendment, and/or termination of the same.

11. **Interlocal Agreements Between the Districts.** As of the Merger Effective Date, Mediterra North CDD shall cease to exist and shall merge into Mediterra South CDD. As Mediterra South CDD is the surviving entity of the Districts, there is no longer a need for interlocal agreements between Mediterra North CDD and Mediterra South CDD (collectively, the “District Interlocal Agreements”) which exist now or which may be entered into between the Districts before the Merger Effective Date. Therefore, each of the District Interlocal Agreements shall be terminated as of the Merger Effective Date; provided, however, that Mediterra South CDD shall be entitled to levy special assessments against lands formerly within the Mediterra North CDD for any payments outstanding and due to the Mediterra South CDD pursuant to any District Interlocal Agreement.

12. **Other Interlocal Agreements.** Effective as of the Merger Effective Date, Mediterra South CDD shall be responsible for, and be bound by, all other interlocal agreements to which Mediterra North CDD is a party, including any with Collier County or the City of Bonita Springs (“Other Interlocal Agreements”). Mediterra South CDD shall assume the liabilities arising from such interlocal agreements and be entitled to the benefit of the same by operation of law. In addition, this Agreement shall effect the assignment, if needed, of the Other Interlocal Agreements by Mediterra North CDD to Mediterra South CDD as of the Merger Effective Date with no further action required by the Districts. To the extent necessary, if any,

Mediterra North CDD delegates, and Mediterra South CDD accepts, the authority to enforce and/or effect the disposition of all such interlocal agreements, including but not limited to the assignment, amendment and/or termination of the same.

13. Debts & Liabilities. Effective as of the Merger Effective Date, Mediterra South CDD shall be responsible for and have the obligation of all debts and liabilities of Mediterra North CDD (the “Mediterra North CDD Debts & Liabilities”) by operation of law. The Districts agree that, pursuant to Section 190.046, *Florida Statutes*, the Merger shall not impair the rights of creditors and liens upon Mediterra North CDD property, if any. Moreover, Mediterra South CDD may be substituted for Mediterra North CDD in any claim existing, or action or proceeding pending by or against Mediterra North CDD. To the extent necessary, the Mediterra North CDD delegates, and Mediterra South CDD accepts, the authority to satisfy, fulfill, and pay all Mediterra North CDD Debts & Liabilities and defend against any claim or action proceeding by or against Mediterra North CDD.

14. Insurance. Mediterra North CDD shall terminate its insurance coverage effective thirty (30) days from the Merger Effective Date. Mediterra South CDD shall ensure that payment of the premium for that coverage is made so as to prevent any lapse in coverage, and shall be entitled to receive any refund of any overpayment for such insurance due to the cancellation.

15. Audits. Effective as of the Merger Effective Date, Mediterra North CDD hereby authorizes the Mediterra South CDD to conduct, approve, and submit to appropriate authorities a final audit of Mediterra North CDD’s financial records pursuant to Section 190.007(2), *Florida Statutes*, and the submittal of any additional financial reports or statements required by law. By execution of this Agreement, Mediterra South CDD agrees to conduct, approve, and submit to appropriate authorities a final audit of Mediterra North CDD’s records pursuant to Section 190.007(2), *Florida Statutes*, and to submit all required additional financial reports or statements required by law. The Districts agree that the preparation of the above-referenced audit shall not commence until after the Merger Effective Date.

16. Accounts. Effective as of the Merger Effective Date, the Mediterra North CDD authorizes Mediterra South CDD to assume control of all bank accounts held in the name of Mediterra North CDD (the “Bank Accounts”), and to take any actions necessary to utilize such funds to pay obligations of Mediterra North CDD which may become due after the Merger Effective Date or to transfer any funds remaining in such accounts into Mediterra South CDD accounts. Such actions may include, but are not limited to, the expenditure of funds from the Bank Accounts for payment of services rendered to Mediterra North CDD prior to the Merger Effective Date, the transfer of such funds from Mediterra North CDD to Mediterra South CDD, and the closing of such Bank Accounts which shall occur within forty-five (45) days of the Merger Effective Date. By execution of this Agreement, and as of the Merger Effective Date, the Mediterra South CDD accepts such control over the Bank Accounts.

17. Budgets. By execution of this Agreement, and effective as of the Merger Effective Date, the Mediterra North CDD delegates to Mediterra South CDD the authority to

consolidate the Mediterra North CDD budget with the Mediterra South CDD budget for the then-current fiscal year, and Mediterra South CDD agrees to take any and all such actions with respect to the consolidation of the Districts' budgets. As the Districts acknowledge that the necessary amendments to Mediterra South CDD's budget to reflect the Merger must occur after the closing of the financial accounts and records of Mediterra North CDD, Mediterra South CDD agrees to amend the Mediterra South CDD budget to reflect the Merger, including amendments to both revenues and expenses, within sixty (60) days of the Merger Effective Date.

18. **Rules and Policies.** At the time of this Agreement, Mediterra North CDD and Mediterra South CDD have identical Rules of Procedure. Any additional rules, rates, or policies adopted by Mediterra South CDD shall remain in place upon the Merger unless and until Mediterra South CDD finds, in its sole discretion, that it is in its best interests to amend such rules, rates, or policies.

19. **Powers.** At the time of this Agreement, Mediterra South CDD shall continue to have all of its existing general and special powers. Effective as of the Merger Effective Date, Mediterra South CDD shall be additionally vested with any and all of the general and special powers of Mediterra North CDD.

20. **Default and Protection Against Third Party Interference.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Each party shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair a party's right to protect its rights from interference by a third party to this Agreement.

21. **Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing approved by the Boards of Supervisors of both Districts.

22. **Authorization.** The execution of this Agreement has been duly authorized by the Boards of Supervisors for both Mediterra North CDD and Mediterra South CDD, both parties have complied with all the requirements of law, and both parties have full power and authority to comply with the terms and provisions of this instrument.

23. **Arm's Length Transaction.** This Agreement has been negotiated fully between the parties as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel of their choosing. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either party.

24. **Third Party Beneficiaries.** This Agreement is solely for the benefit of the parties and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the

parties any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement.

25. **Assignment.** Neither party may assign any part of this Agreement without the prior written approval of the other. Any purported assignment without such written consent shall be void.

26. **Controlling Law; Venue.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Collier County, Florida.

27. **Severability.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

28. **Sovereign Immunity.** Nothing in this Agreement shall constitute or be construed as a waiver of either party's limitations on liability, as set forth in Section 768.28, *Florida Statutes*, or other applicable statute or law.

29. **Enforcement of Agreement.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, the parties agree that the prevailing party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

30. **Headings for Convenience Only.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

31. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original. However, all such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

32. **Effective Date; Merger Effective Date and Termination.** This Agreement shall be effective upon the execution by a majority of the Board of Supervisors of both the Mediterra North CDD and Mediterra South CDD, and upon the recordation of a fully-executed copy of the Agreement in the Official Records of Collier and Lee Counties, Florida. The Agreement shall continue to be effective until the earlier of either: (a) the date following the Merger Effective Date upon which all obligations and requirements set forth under this Agreement have been satisfied; or (b) termination of this Agreement upon sixty (60) days written notice by the terminating party. The terminating party shall record a Notice of Termination of this Agreement immediately after the effective date of termination.

~~{SIGNATURES ON NEXT PAGE}~~

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned executed this Agreement as of the 15 day of MARCH, 2017.

Attest:

**MEDITERRA SOUTH COMMUNITY
DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS**

C. Adams
Secretary

By: [Signature]
Its Chairman

Witness: [Signature]

By: [Signature]
Its Vice-Chairman

Cleo Adams
Printed Name

By: [Signature]
Its Assistant Secretary

Witness: [Signature]

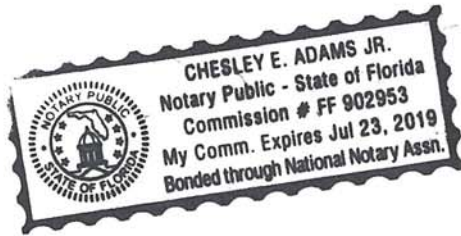
By: [Signature]
Its Assistant Secretary

Andrew D. Tilton
Printed Name

By: [Signature]
Its Assistant Secretary

STATE OF FLORIDA
COUNTY OF LEE

SUBSCRIBED AND SWORN to me, before a Notary Public in the State and County aforesaid, this 15 day of MARCH, 2017.



C. Adams
Notary Public, State of Florida

Name of Notary Public
Print, Stamp or Type as Commissioned

Personally known to me or Produced Identification:

Type of Identification Produced

IN WITNESS WHEREOF, the undersigned executed this Agreement as of the 1 day of MARCH, 2017.

Attest:

MEDITERRA NORTH COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS

Copey
Secretary

By: [Signature]
Its Chairman

[Signature]
Witness:

By: [Signature]
Its Vice-Chairman

Cleo Adams
Printed Name

By: [Signature]
Its Assistant Secretary

Witness:

By: [Signature]
Its Assistant Secretary

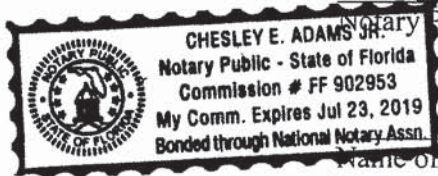
[Signature]
Printed Name
CRAIG WRATHELL

By: VACANT
Its Assistant Secretary

STATE OF FLORIDA
COUNTY OF LEE

SUBSCRIBED AND SWORN to me, before a Notary Public in the State and County aforesaid, this 1 day of MARCH, 2017.

Copey



Notary Public, State of Florida
Name of Notary Public
Print, Stamp or Type as Commissioned

Personally known to me or Produced Identification:

Type of Identification Produced

IN WITNESS WHEREOF, the undersigned as District Manager of MEDITERRA SOUTH CDD Community Development District accepts the authority delegated by this Agreement as of the 15 day of MARCH, 2017.

Attest:

WRATHELL, HUNT & ASSOCIATES, INC.

ASST. Secretary [Signature]

By: [Signature]
Its Director of Operations

Witness: [Signature]

Cleo Adams
Printed Name

Witness: [Signature]

CRATG Wrathell
Printed Name

STATE OF FLORIDA
COUNTY OF Collier

SUBSCRIBED AND SWORN to me, before a Notary Public in the State and County aforesaid, this 15 day of March, 2017.

[Signature]
Notary Public, State of Florida

Cleo Adams
Name of Notary Public
Print, Stamp or Type as Commissioned

Personally known to me or Produced Identification:

Type of Identification Produced

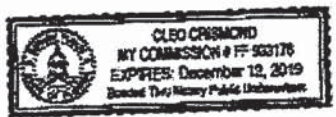


Exhibit A: Mediterra South CDD Boundaries as of Merger Effective Date

IN WITNESS WHEREOF, the undersigned as District Manager of MEDITERRA ^{North} ~~South~~ CDD Community Development District accepts the authority delegated by this Agreement as of the 15 day of MARCH, 2017.

Attest:

WRATHELL, HUNT & ASSOCIATES, INC.

[Signature]
ASST. Secretary

By: [Signature]
Its Director of OPERATIONS

Witness: [Signature]
Cleo Adams
Printed Name

Witness: [Signature]
Daphne Gillyard
Printed Name

STATE OF FLORIDA
COUNTY OF Collier

SUBSCRIBED AND SWORN to me, before a Notary Public in the State and County aforesaid, this 15 day of March, 2017.

[Signature]
Notary Public, State of Florida

Cleo Adams
Name of Notary Public
Print, Stamp or Type as Commissioned

[Signature]
Personally known to me or Produced Identification:

Type of Identification Produced

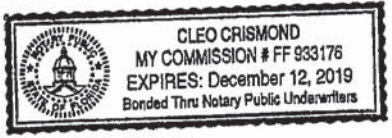


Exhibit A: Mediterra ~~South~~ CDD Boundaries as of Merger Effective Date

Mediterra CDD
Part of Sections 1 and 2 of Township 48
South, Range 25 East, Lee County, Florida
AND
Part of Sections 11, 12 and 13 of Township
48 South, Range 25 East, Collier County,
Florida

All that part of Sections 1 and 2 of Township 48 South, Range 25 East, Lee County, Florida being more particularly described as follows:

Beginning at the southwest corner of said Section 2; thence North 01°03'16" West 1186.43 feet to the southeasterly right-of-way line of Old U.S. 41; thence along said line, North 31 17'51" East 2682.22 feet to a point on the south line of an easement described in O.R. Book 1108, page 732, Public Records of Lee County, Florida; thence along said line, North 88°48'03" East 1211.40 feet to the north and south ¼ section line of said Section 2; thence along said line, South 01°08'51" East 803.77 feet to the north line of the northwest ¼ of the southeast ¼ of Section 2; thence along said line, North 88°49'49" East 1323.85 feet to the northeast corner of the northwest ¼ of the southeast ¼ of said Section 2; thence along the east line of the northwest ¼ of the southeast ¼ of Section 2, South 01°09'59" East 1328.28 feet to the north line of the southeast ¼ of the southeast ¼ of Section 2; thence along said line, North 88°55'01" East 1324.99 feet to the east line of the southeast ¼ of Section 2; thence along said line, North 01°12'10" West 1329.85 feet to the east ¼ corner of Section 2; thence along the west line of the south ½ of the northwest ¼ of said Section 1, North 01°11'32" West 1328.50 feet to the northwest corner of the north ½ of the south ½ of the northwest ¼ of Section 1; thence along the north line of the south ½ of the northwest ¼ of Section 1, North 89°19'11" East 1990.49 feet; thence leaving said line, South 01°14'00" East 400.02 feet; thence North 89°19'11" East 584.93 feet to a point on the west right of way line of Livingston Road; thence along said right of way line in the following eight described courses;

- 1) southerly 18.93 feet along the arc of a circular curve concave to the west having a radius of 2008.48 feet through a central angle of 00°32'24" and being subtended by a chord which bears South 10°25'38" West 18.93 feet to a point of reverse curvature;

- 2) southerly 439.83 feet along the arc of a circular curve concave to the east having a radius of 2158.48 feet through a central angle of $11^{\circ}40'31''$ and being subtended by a chord which bears South $04^{\circ}51'34''$. West 439.07 feet;
- 3) North $89^{\circ}10'44''$ East 9.98 feet;
- 4) South $01^{\circ}13'58''$ East 463.59 feet;
- 5) southerly 210.24 feet along the arc of a circular curve concave to the east having a radius of 2148.48 feet through a central angle of $05^{\circ}36'24''$ and being subtended by a chord which bears South $04^{\circ}02'10''$ East 210.16 feet to a point of reverse curvature;
- 6) southerly 197.84 feet along the arc of a circular curve concave to the west having a radius of 2018.48 feet through a central angle of $05^{\circ}36'57''$ and being subtended by a chord which bears South $04^{\circ}01'54''$ East 197.76 feet;
- 7) South $88^{\circ}46'35''$ West 10.00 feet;
- 8) South $01^{\circ}13'25''$ East 2244.76 feet to a point on the south line of said Section 1; thence along the south line of the southwest quarter of Section 1 South $88^{\circ}58'39''$ West 2546.95 feet; thence along the south line of Section 2, South $88^{\circ}57'42''$ West 5302.86 feet to the southwest corner of Section 2 and the Point of Beginning of the Lee County parcel herein described.

Subject to easements and restrictions of record. Containing 521.1 acres more or less.

Bearings for the lands described in Lee County are based on the south line of Section 2, Township 48 South, Range 25 East, Lee County, Florida bearing South $88^{\circ}57'42''$ West

TOGETHER WITH

All that part of Sections 11, 12 and 13, Township 48 South, Range 25 East, Collier County, Florida being more particularly described as follows:

PIPER PARCEL (Collier County)

The north half (N 1/2) of the west half (W 1/2) of the west half (W 1/2) of Section 11, Township 48 South, Range 25 East, Collier County, Florida. Containing 80.57 acres more or less.

And;

KHACHANE PARCEL

North ½ of the north ½ of the northwest ¼ of the southwest ¼ of Section 11, Township 48 South, Range 25 East, Collier County, Florida. Containing 10.09 acres more or less

And;

KHACHANE PARCEL

North ½ of the south ½ of the northwest ¼ of the southwest ¼ of Section 11, Township 48 South, Range 25 East, Collier County, Florida. Containing 10.09 acres more or less.

And;

MONTANUE PARCEL

The south ½ of the north ½ of the northwest ¼ of the southwest ¼ of Section 11, Township 48 South, Range 25 East, Collier County, Florida. Containing 10.09 acres more or less.

And;

STAPLETON PARCEL

The south ½ of the south ½ of the northwest ¼ of the southwest ¼ of Section 11, Township 48 South, Range 25 East, saving and reserving the west 50 feet thereof for roadway purposes for ingress and egress of grantors and grantees and adjacent property owners. Containing 10.09 acres more or less.

And;

DYNABEL PARCEL

The Southeast ¼ of the Southwest ¼, less the South 30 feet of thereof, of Section 11, Township 48 South, Range 25 East, Collier County, Florida.

And;

DYNABEL PARCEL continued

The Southeast ¼ of the Northwest ¼; The Southwest ¼ of the Northeast ¼; The Northwest ¼ of the Southeast ¼; and the Northeast ¼ of the Southwest ¼; less the North ½ of the of the Southwest ¼ of the Northeast ¼ of the Southwest ¼ of Section 11, Township 48 South, Range 25 East, Collier County, Florida, containing 195 acres more or less.

And;

FIDELITY PARCEL

The North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$, of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 11, Township 48 South, Range 25 East, Collier County, Florida. Containing 5 acres more or less.

And;

VOGEL PARCEL

The Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the Northwest $\frac{1}{4}$ of the Northeast 1.4 of Section 11, Township 48 South, Range 25 East, Collier County, Florida. Containing 80.40 acres more or less.

And;

LIVINGSTON PARCEL

A parcel of land location in Sections 11, 12 and 13, township 48 South, Range 25 East, Collier County, Florida, being more particularly described as follow;

Beginning at the southeast corner of the southwest $\frac{1}{4}$ of Section 12, Township 48 South, Range 25 East, Collier County, Florida; thence run North $00^{\circ}52'07''$ West along the east line of said southwest $\frac{1}{4}$ of Section 12, for a distance of 2631.75 feet to the center of said Section 12; thence continue North $00^{\circ}52'07''$ West along the east line of the southeast $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of said Section 12, for a distance of 1316.77 feet to the northeast corner of the southeast $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of said Section 12; thence run South $88^{\circ}54'06''$ West along the south line of the southeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of said Section 12, for a distance of 662.28 feet to the southwest corner of the southeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of said section 12; thence run north $00^{\circ}50'22''$ West along the west line of the southeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of said Section 12, for a distance of 658.71 feet to the northwest corner of the southeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of said Section 12; thence run North $88^{\circ}55'45''$ East along the north line of the southeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of said Section 12, for a distance of 661.95 feet to the northeast corner of the southeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of said Section 12; thence run North $00^{\circ}52'07''$ West along the east line of the northwest $\frac{1}{4}$ of said Section 12, for a distance of 658.39 feet to the northeast corner of the northwest $\frac{1}{4}$ of said Section 12; thence run South $88^{\circ}57'20''$ West along the north line of the northwest $\frac{1}{4}$ of said Section 12, for a distance of 2646.45 feet to the northwest corner of the northwest $\frac{1}{4}$ of said Section 12; thence run South $00^{\circ}45'07''$ East along the west line of the northwest $\frac{1}{4}$ of said Section 12, for a distance of 1319.36

feet to the northeast corner of the southeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of Section 11, Township 48 South, Range 25 East; thence run South $88^{\circ}54'42''$ West along the north line of the southeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of said Section 11, for a distance of 1325.63 feet to the northwest corner of the southeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of said Section 11; thence run South $00^{\circ}45'23''$ East along the west line of the southeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of said Section 11, for a distance of 1320.39 feet to the southwest corner of the southeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of said Section 11; thence run South $00^{\circ}45'04''$ East along the west line of the northeast $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of said Section 11, for a distance of 1321.73 feet to the southwest corner of the northeast $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of said Section 11; thence run South $88^{\circ}46'47''$ West along the north line of the southwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of said Section 11, for a distance of 1325.33 feet to the northwest corner of the southwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of said Section 11; thence run South $00^{\circ}45'39''$ East along the west line of the southwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of said Section 11, for a distance of 1323.80 feet to the southwest corner of the southeast $\frac{1}{4}$ of said Section 11; thence run North $88^{\circ}41'15''$ East along the south line of the southeast $\frac{1}{4}$ of said Section 11, for a distance of 2650.25 feet to the northwest corner of Section 13, Township 48 South, Range 25 East; thence run South $00^{\circ}43'28''$ East along the west line of the northwest $\frac{1}{4}$ of said Section 13, for a distance of 675.60 feet to the southwest corner of the northwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of said Section 13; thence run North $88^{\circ}38'13''$ East along the south line of the northwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of said Section 13, for a distance of 664.12 feet to the southeast corner of the northwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of said Section 13; thence run North $00^{\circ}41'49''$ West along the east line of the northwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of said Section 13, for a distance of 675.07 feet to the northeast corner of the northwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of said Section 13; thence run North $88^{\circ}41'00''$ East along the south line of the southwest $\frac{1}{4}$ of Section 12, Township 48 south, Range 25 East, for a distance of 1993.31 feet to the Point of Beginning. Less and excepting therefrom the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 13. Containing 472 acres more or less

And;

ZEHNER PARCEL

The Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 11, Township 48 South, Range 25 East, Collier County, Florida O.R. Book 2211, page 606. Containing 40 acres more or less.

And;

WILSON 10 ACRE PARCEL

The North ½ of the North ½ of the Southwest ¼ of the Southwest ¼ of Section 11, Township 48 South, Range 25 East, Collier County, Florida. Containing 10 acres more or less.

And;

AMSTER PARCEL

The South ½ of the North ½ of the Southwest ¼ of the Southwest ¼ of Section 11, Township 48 South, Range 25 East, Collier County, Florida. Containing 10 acres more or less.

And;

PAGE PARCEL

The North ½ of the South ½ of the Southwest ¼ of the Southwest ¼ of Section 11, Township 48 South, Range 25 East, Collier County, Florida. Containing 10 acres more or less.

AND TOGETHER WITH:

Commencing at the southeast corner of said Section 12; thence along the east line of said Section 12, North 00°59'01" West 200.00 feet to the Point of Beginning of the parcel herein described; thence leaving said Section line South 88°40'16" West 2576.35 feet; thence North 58°38'42" West 55.56 feet; thence North 02°55'41" West 51.18 feet; thence North 00°53'22" East 168.77 feet; thence North 00°04'47" East 782.63 feet; thence North 00°51'30" West 83.55 feet; thence South 88°45'49" West 50.00 feet to the north-south ¼ line of said Section 12; thence along said line North 00°51'12" West 1316.19 feet to the center of said Section 12; thence along the east-west ¼ line, North 88°51'44" East 1160.07 feet; thence leaving said east-west ¼ line and along the west line of that land described in O.R. Book 2641, page 3405, Public Records of Collier County, Florida, North 00°53'36" West 657.34 feet to a point on the south line of the North ½ of the SW ¼ of the NE ¼ of said Section 12; thence along said south line, North 88°54'36" East 165.65 feet to a point on the west line of that land as described in O.R. Book 1439, page 1770, Public Records of Collier County, Florida; thence along said west line North 00°54'01" West 30.03 feet to a point on the south line of that land as described in O.R. Book 1952, page 284,

Public Records of Collier County, Florida; thence along said south line, South 88°54'36" West 1325.19 feet to the north-south ¼ line of said Section 12; thence along said north-south ¼ line, North 00°50'59" West 628.30 feet to the northwest corner of that land as described in O.R. Book 1952, page 284, Public Records of Collier County, Florida; thence along the north line of said land, North 88°55'21" East 1324.63 feet to the northwest corner of that land as described in O.R. Book 1439, page 1770, Public Records of Collier County, Florida; thence along said line, North 88°55'21" East 1059.38 feet to a point that is 265 feet west of as measured at right angles to the east line of said Section 12; thence along said line South. 00°57'34" East 657.27 feet; thence continue along said line South 00°58'26" East 656.84 feet to the east- west ¼ line of said Section 12; thence along said line North 88°51'44" East 264.89 feet to the east ¼ corner of said Section 12; thence along the east line of said Section 12, South 00°59'11" East 2422.79 feet to the Point of Beginning of the Collier County parcel herein described; Subject to easements and restrictions of record. Containing 200.42 acres more or less.

ALONG WITH QUINN PARCELS FURTHER DESCRIBED HEREON

Beginning at the aforementioned Point "B"; thence South 88°54'42" West 662.19 feet; thence North 00°50'17" West 658.93 feet; thence North 88°55'53" East 662.05 feet; thence South 00°50'59" East 658.70 feet to the Point of Beginning of the parcel herein described; containing 10.02 acres more or less. Containing 210.44 net acres more or less

Bearings for the Collier County lands described are based on the west line of said Section 11 being North 00°43'24" West.

Lands described in Lee County total 521.1 acres, more or less. Lands described in Collier County total 1153.77 acres, more or less. Lands described in Lee and Collier Counties total 1674.87 acres, more or less.