

This instrument was prepared by
and should be returned to:
George L. Varnadoe, Esq.
Young, van Assenderp & Varnadoe, P.A.
801 Laurel Oak Drive, Suite 300
Naples, Florida 34108
(941)597-2814

DEVELOPMENT AGREEMENT

This Agreement, is made and entered into by and between FACTORY BAY HOLDING COMPANY, INC., CYPRESS LANDING CORPORATION, and A&N OF MARCO, INC., whose addresses are 365 5th Avenue South, Naples, Florida, hereinafter jointly referred to as "Developer", and the CITY OF MARCO ISLAND, a municipal corporation of the State of Florida, hereinafter referred to as "City," pursuant to the Florida Local Government Development Agreement Act (Sections 163.3220-163.3243, Florida Statutes (1997), and City of Marco Island Ordinance 98-5.

RECITALS:

- A. A&N of Marco, Inc. holds fee simple legal title to real property located in the City of Marco Island, Florida, the legal description of which is attached as Schedule "1" hereto, consisting of approximately 9.26 acres, and located at the northwest corner of the intersection of Collier Boulevard and Elkcam Circle on Smokehouse Bay. This property is herein referred to as the "Smokehouse Bay Site".
- B. Factory Bay Holding, Inc. and Cypress Landing Corporation hold fee simple legal title to real property located in the City of Marco Island, Florida, the legal description of which is attached as Schedule "2" hereto, consisting of approximately 5.87 acres, and located on the Marco River at 1079 - 1083 Bald Eagle Drive. This property is herein referred to as the "Pier 81 Site".
- C. All corporations constituting the "Developer" are under common ownership and control.
- D. The Developer represents that no obligation or undertaking is barred or prohibited by any contractual agreement with any other person or entity.
- E. The City of Marco Island Charter provides that the Collier County Comprehensive Plan, also known as Growth Management Plan, and Collier County land development regulations also known as Land Development Code ("LDC") continue to apply to the City until the City adopts its own Comprehensive Plan and Land Development Code and such Plan and Code become effective, which has not yet occurred.

- F. Both the Smokehouse Bay and Pier 81 Sites are zoned Commercial (C-4-MIZO and C-5-MIZO, respectively) by the LDC, and both Sites are waterfront commercial sites. A portion of the currently developed Pier 81 Site is zoned RMF-6-MIZO and has been previously approved and improved for a parking lot to serve commercial uses on the Pier 81 Site. In addition, a single family lot (RSF-3-MIZO) is being added to the Pier 81 Site to provide additional buffer from the residential uses south of the Pier 81 Site.
- G. The Smokehouse Bay Site is within an area designated as Mixed Use Town Center District and the commercial portion of the Pier 81 Site is within an area designated as the Village Commercial District in the Marco Island Master Plan Future Land Use District of the Growth Management Plan ("MIMP"). As a result of these designations, the current zoning of the properties (C-4-MIZO, C-5-MIZO, RMF-6-MIZO, and RSF-3-MIZO, respectively), is consistent with the Growth Management Plan.
- H. A Final Site Development Plan ("FSDP") No. 97-155 has been issued for the Smokehouse Bay Site, pursuant to which Developer has vested rights to construct, among other uses, 122 hotel rooms, a 99 slip full service marina, and a three story parking garage, which uses would be eliminated as a result of the approval and implementation of this Development Agreement. Said FSDP is consistent with the MIMP and the Marco Island Zoning Overlay District Land Development Code regulations ("MIZO") adopted pursuant thereto.
- I. In response to concerns and issues raised by residents of Marco Island regarding the development of both Sites referenced herein, the parties agreed to resolve the issues and concerns by entering into this Development Agreement which will limit the intensity and density of development on both Sites, and allow for transfer of uses and density between the two Sites.
- J. This Development Agreement shall be implemented through the adoption of Planned Unit Development ("PUD") zoning on the Pier 81 Site, which the City agrees to consider at public hearings, provided the PUD is the same as the PUD document attached hereto as Schedule "6".
- K. No PUD or other zoning change is necessary for the Smokehouse Bay Site.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and representations contained herein, the parties agree:

1. The Recitals are true and correct and are incorporated by reference as if repeated verbatim herein.
2. This Development Agreement is entered into pursuant to the authority of Section 163.3220-163.3243, Florida Statutes, the Florida Local Government Development Agreement Act, herein referred to as the "Act" and City of Marco Island Ordinance 98-5, the Marco Island Development Agreement Ordinance.

3. The parties acknowledge that the City represents to Developer that the terms of this Agreement will be the terms regulating development of the Smokehouse Bay Site and the Pier 81 Site, that Developer is relying on the City's actions and representations and that the Developer has changed its position and would be changing its position to its detriment if Developer would not be able to rely on the actions and representations of the City. The City therefore agrees not to place any additional height, density, intensity, use restrictions, or other restrictions on either of the properties that are the subject of this Agreement, except those already set forth in this Agreement. The City also recognizes that it is estopped from requiring lower building heights, lower densities or intensities, or imposing restrictions other than those already set forth herein. The estoppel is based on the existing zoning, existing uses, approved FSDP, consistency of the uses approved herein with the MIMP and MIZO, the representation by the City that the terms of this Agreement will be the terms regulating development on both the Smokehouse Bay and the Pier 81 Sites, Developer's reliance on the City's actions, Developer's changing its position and that such a changed position would be to its detriment if Developer would not be able to rely on the actions and representations of the City.
4. The standards set forth in this Agreement shall govern development of the Smokehouse Bay and Pier 81 Sites and any conflicting standard in Collier County or the City of Marco Island land development regulations shall not be applicable.
5. The duration of this Agreement is five (5) years from its Effective Date, which period of time may be extended as provided for in the Act in order to provide to the Developer the assurance and certainty of the development as detailed in this Agreement and the PUD approved by the City for the Property, and as contemplated in the Act; as well as to further the other objectives set out in Sections 163.3220(1) through 163.3220(5), Florida Statutes.
6. Attached as Schedule "3" is a copy of a Master Development Plan for the Smokehouse Bay Site and attached as Schedule "4" is a Land Use Summary for the Smokehouse Bay Site. Development of the Smokehouse Bay Site shall be limited to the uses, intensities, set-backs, heights and other criteria set forth in Schedule "4", which City hereby approves. The City also approves Schedule "3" as the Master Development Plan for the Smokehouse Bay Site, with the understanding that minor modifications may be made to the Master Development Plan in the Site Development Plan process without requiring additional City Council approval, so long as the Land Use Summary criteria, conditions, limitations, and concepts of the Master Development Plan are not deviated from.
7. Attached as Schedule "5" is a copy of a Master Development Plan for the Pier 81 Site, and attached as Schedule "6" is a Planned Unit Development Document for the Pier 81 Site. The City agrees to consider at public hearings the Planned Unit Development Document as the zoning document for the Pier 81 Site, and subject to final and effective City Council approval of the PUD Developer agrees that

development on the Pier 81 Site shall be limited to the uses set forth in that document, and all other restrictions and limitations contained in the PUD document. The City hereby conceptually approves Schedule "5" as the Master Development Plan for the Pier 81 Site, with the understanding that minor modifications may be made to the Master Development Plan in the Site Development Plan process without requiring additional City Council approval, so long as the Land Use Summary criteria, conditions, limitations and concepts of the Master Development Plan are not deviated from.

8. Prior to certificate of occupancy being issued for any structure on the Smokehouse Bay Site, Developer shall record covenants, conditions, and restrictions (herein "Deed Restrictions") limiting development to that set forth in Schedule "4" to the Development Agreement and imposing the development standards set forth in said Schedule. Said Deed Restrictions shall run in favor of and be enforceable by the City.
9. After due consideration and the requisite public hearings, the City makes the following:

FINDINGS AND DETERMINATIONS

- (a) City Council finds that it is in the public interest and the best welfare of the citizens of Marco Island to enter into this Development Agreement which will limit land use intensities on one waterfront commercially zoned site to less than those currently approved, and transfer to and limit land use intensities and densities on another waterfront commercially zoned property; and that it is also in the public interest to further regulate development of the Sites subject to this Agreement beyond the safeguards set forth in the MIMP and MIZO for the two Sites referenced herein.
- (b) The City Council finds that considering the two Sites covered by this Development Agreement together, the uses, densities and intensities allowed pursuant to the terms of this Development Agreement are considerably less than the uses, densities, and intensities that could be developed on the two Sites under the existing land use designations and zoning and therefore, the uses, densities and intensities authorized by this Agreement are consistent with the MIMP and MIZO; and that the traffic generation comparisons alone show that there will be approximately thirty percent (30%) fewer trips under the development scenarios allowed by this Development Agreement, as opposed to the trips that would be generated by the development allowed under the approved FSDP and the zoning on the properties that is subject to this Development Agreement.
- (c) That the Master Development Plans for the two projects, and the Land Use Summary for the Smokehouse Bay Site and PUD document for the Pier 81

Site adequately address issues related to public health, safety, and welfare; and there is no necessity to place any additional conditions, terms, restrictions, requirements, or limitations of any kind upon the development of either of these properties, other than those to be found in the Schedules attached hereto.

- (d) The Development Agreement promotes and guides appropriate use of the property, assists the City in capital improvement planning and comprehensive planning, promotes economic use of the land resources of the City, and encourages private participation in the comprehensive planning process.
 - (e) The proposed development of the Property is consistent with the goals, objectives and policies of the MIMP and other elements of the Growth Management Plan applicable to the City of Marco Island, and the MIZO and other applicable land development regulations.
 - (f) There are adequate public facilities to serve the Property, including water, sewer, drainage, police protection, fire protection, schools, transportation facilities, and recreational facilities. Florida Water Services which holds a certificate from Collier County to serve the property currently has sufficient water and sewer capacity. The City will provide police and fire protection, parks and transportation facilities and the adequacy of the same and schedule of improvements are addressed in the Growth Management Plan for the City. The Developer shall provide on-site water management in accordance with the standards of South Florida Water Management District.
10. This Agreement has been approved by the City following two (2) public hearings as follows:
- (a) The Planning Advisory Board, as the City local planning agency, held a public hearing on August 28, 1998 pursuant to a notice thereof published in the Naples Daily News, a newspaper of general circulation and readership in Collier County, Florida, on the 20th day of August, 1998.
 - (b) The City Council held a public hearing on September 14, 1998 pursuant to an advertisement published in the Naples Daily News, a newspaper of general circulation and readership in Collier County, Florida, on the 6th day of September, 1998, which hearing was continued to September 21, 1998.
 - (c) At such hearings, the comments of members of the public were received and considered, and the City Council, having considered such comments, and having considered the recommendations of the Planning Advisory Board, has on September 21, 1998 approved and authorized the execution of this Agreement.


11. The Property is in the water and sewer service area of Florida Water Services Corporation. Such water and sewer systems is adequate to serve the two Sites, and standard connection charges, rates and fees shall be applicable.
12. All local development permits required for development of the two Sites shall be issued by the City, or coordinated by the City through Collier County, in conformance with the uses allowed under this Development Agreement and attached PUD Ordinance, provided the same do not exceed the uses set forth in the Schedules to this Agreement.
13. The conditions, terms, restrictions and requirements contained herein and in the PUD are intended for the protection of the public health, safety and welfare of the citizens of Marco Island and shall be binding on the Developer.
14. Any failure of this Agreement to address a particular requirement, condition, term or restriction shall not relieve the Developer of the necessity to comply with the appropriate law or regulation which is herein deemed to be the PUD or land development regulations applicable to Marco Island, and environmental and water management permits.
15. This Agreement does not relieve the Developer from obligation to obtain all required federal and state permits necessary to construct the improvements approved hereunder.
16. The standards and requirements set forth in the Schedules attached hereto shall govern development of the two Sites, and any conflicting standards contained in the Collier County or City of Marco Island land development regulations or in any other regulation or ordinances otherwise applicable to the two Sites shall not be applicable thereto.
17. The parties understand and agree that the Developer may act in reliance upon this Agreement and to the degree that such action and reliance occurs, the development rights as set forth herein shall be deemed to vest in the Developer and its successors in title. The City hereby agrees to provide in its Local Comprehensive Plan and the land development regulations the uses intensities and densities set forth herein for the two Sites.
18. The following local development permits for the Pier 81 Site that are needed to be approved are as follows:
 - a) Planned Unit Development Ordinance
 - b) Site Development Plan
 - c) Building Permit(s)

19. The following local development permits for the Smokehouse Bay Site are needed to be approved as indicated:
- a) Final Site Development Plan (approved - needs modification to implement this Agreement)
 - b) Building Permit(s)
20. This Agreement shall become effective as provided in Section 163.3239, Florida Statutes (1997); however, the parties understand and agree, that in the event that the PUD Document attached as Schedule "6" is not approved by the City, or that the PUD or any development order or permit issued in conformance with the provisions of this Agreement shall be overturned or invalidated or otherwise rendered ineffective for any reason whatsoever, this Agreement shall automatically be canceled and terminated and the parties, their successors, assigns, and the Sites shall be deemed to be returned to the status quo which existed immediately prior to the date of this Agreement, specifically including, but not limited to, the validity and effectiveness of: Final Site Development Plan No. 97-155, and the right to maintain, repair and/or rebuild a legal non-conforming waterfront structure on the Pier 81 Site, regardless of whether said structure still exists at the time of such automatic termination or has been removed in reliance upon this Development Agreement or the implementation thereof.
21. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

FACTORY BAY HOLDING COMPANY,
INC.


WITNESSES:



Signature

ROBERT W. LEKO

Printed Name



Signature

GEORGE L VARNADOE

Printed Name

By: 

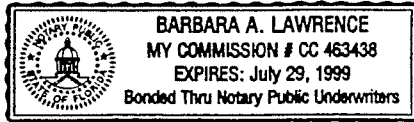
President

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, authorized agent for the _____, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 21st day of September, 1998.

(Affix Seal)



Barbara A. Lawrence
Signature of Notary Public

Printed Name of Notary
Notary Public - State of Florida
Commission No.: _____

Robert W. Lord
Signature
ROBERT W. LORD
Printed Name

CYPRESS LANDING CORPORATION
By: [Signature]
President

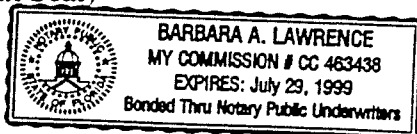
[Signature]
Signature
GEORGE L. VARNADO
Printed Name

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, authorized agent for the _____, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 21st day of September, 1998.

(Affix Seal)



Barbara A. Lawrence
Signature of Notary Public

Printed Name of Notary
Notary Public - State of Florida
Commission No.: _____

A&N OF MARCO, INC.

Robert W. Loke
Signature

ROBERT W. LOKE
Printed Name

Donald
Signature

GEORGE L VARNADOE
Printed Name

By [Signature]
Resident

STATE OF FLORIDA
COUNTY OF COLLIER

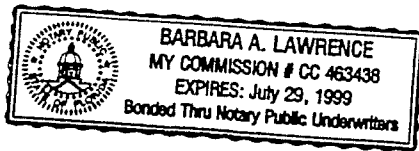
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, authorized agent for the _____, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 21st day of September, 1998.

(Affix Seal)

[Signature]
Signature of Notary Public

Printed Name of Notary
Notary Public - State of Florida
Commission No.: _____

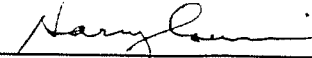


ATTEST:

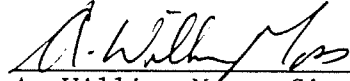
THE CITY OF MARCO ISLAND,
FLORIDA



Laura Litzan, Deputy Clerk

By: 

Harry Cowin, Chairman



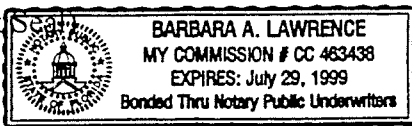
A. William Moss, City Manager/
City Clerk

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the City aforesaid to take acknowledgments, personally appeared Harry Cowin & A. William Moss to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 21st day of September 1998.

(Affix Seal)

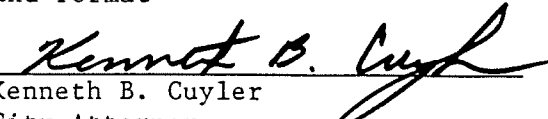




Signature of Notary Public

Printed Name of Notary
Notary Public - State of Florida
Commission No.: _____

Approved as to Form
and Format



Kenneth B. Cuyler
City Attorney

PLANNERS, ENVIRONMENTAL CONSULTANTS, ENGINEERS,
SURVEYORS, LANDSCAPE ARCHITECTS, CONSTRUCTION MANAGERS

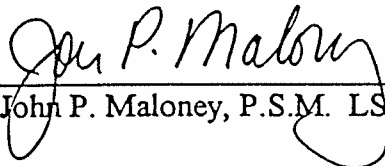
Legal Description of Esplanade

SCHEDULE "1"

All of Tracts "R-A" and "R-B", according to a replat of a portion of Marco Beach Unit Eleven,
Plat book 12, pages 24 through 26, Public Records of Collier County, Florida.

Containing 9.25 acres more or less.
Subject to easements and restrictions of record.
Certificate of authorization #LB-43.

WILSON, MILLER, BARTON & PEEK, INC.
Registered Engineers and Land Surveyors

By: 
John P. Maloney, P.S.M. LS#4493

Date 6-9-98

Ref. 4N-120A

Not valid unless embossed with the Professional's seal.

WILSON, MILLER, BARTON & PEEK, INC.

3200 Bailey Lane, Suite 200, Naples, Florida 34105-8507 • Ph 941-649-4040 Fx 941-643-5716

Web Site: www.wilsonmiller.com

E-mail: naples@wilsonmiller.com

PLANNERS, ENVIRONMENTAL CONSULTANTS, ENGINEERS,
SURVEYORS, LANDSCAPE ARCHITECTS, CONSTRUCTION MANAGERS

Legal Description
Factory Bay
SCHEDULE "2"

South one-half of Lot 7, and all of Lots 8, 9, 10, 11, 12, 13, and 14, Block 19 of the amended plat of Collier City, according to the map or plat thereof recorded in Plat Book 1, page 58, Public Records of Collier County, Florida, together with and including that vacated portion of Jackson Avenue more particularly described as beginning at a point at the northwest property corner of the south one-half of the said Lot 7;
thence North 71°46'36" West, a distance of 30.0 feet;
thence South 18°06'24" West, a distance of 145.24 feet;
thence South 10°38'19" East, a distance of 62.38 feet;
thence North 18°06'24" East, a distance of 199.88 feet to the Point of Beginning; and excepting the right-of-way of State Road S-951, otherwise known as Bald Eagle Drive.

ALSO INCLUDING THE FOLLOWING:

Vacated portion of right-of-way of Bald Eagle Drive, per Resolution No. 91-480, O.R. Book 1633, page 1413-1415.

A portion of the right-of-way for Bald Eagle Drive (also known as State Road S-951), being more particularly described as follows:

Commence at the southwest corner of Lot 14, Block 19 according to the "Amended Plat of Collier City" as recorded in Plat Book 1, page 58, Public Records of Collier County, Florida;
thence along the west line of said Lot 14, North 18°06'24" East 61.32 feet to the Point of Beginning;

thence along the west line of Lots 14, 13, 12, and 11 of said Block 19, North 18°06'24" East 154.64 feet to the easterly right-of-way line of Bald Eagle Drive (as shown on the Florida Department of Transportation's right-of-way Map for State Road S-951, Section No. 0303-0351-250), said point being South 18°06'24" West, 25.64 feet from the northwest corner of said Lot 11;

thence along said easterly right-of-way line South 10°38'19" East 41.59 feet;

thence South 18°06'24" West 118.18 feet;

thence leaving said easterly right-of-way line North 71°53'36" West 20.00 feet to the Point of Beginning.

ALSO INCLUDING THE FOLLOWING:

All of Lots 1 and 2, Block 4, according to the plat of Old Marco Village as recorded in Plat Book 6, page 3 of the Public Records of Collier County, Florida;
Containing a net acre of 1.91 net acres more or less.

WILSON, MILLER, BARTON & PEEK, INC.

3200 Bailey Lane, Suite 200, Naples, Florida 34105-8507 • Ph 941-649-4040 Fx 941-643-5716

Web Site: www.wilsonmiller.com

E-mail: naples@wilsonmiller.com

Subject to easements and restrictions of record.
Certificate of authorization #LB-43.

WILSON, MILLER, BARTON & PEEK, INC.
Registered Engineers and Land Surveyors

By: John P. Maloney
John P. Maloney, P.S.M. LS#449B

Date 6-9-98

Ref. 5N-50

Not valid unless embossed with the Professional's seal.

Legal Description
Pier 81/O'Sheas

All of Lots 3, 4, 5, 6 and the north one-half of Lot 7, Block 19, according to the "Amended Plat of Collier City" as recorded in Plat Book 1, page 58, Collier County, Florida and all of Lot 49, Block 18, according to the "Amended Plat of Collier City as recorded in Plat book 1, page 58, Collier County, Florida and that portion of vacated Jackson Avenue according to said plat and being more particularly described as follows:

Beginning at the northwest corner of said Lot 3;
thence along the northerly line of said Lot 3, South 71°53'36" East 140.00 feet to the northeast corner of said Lot 3;
thence along the easterly line of said Block 19, South 18°06'24" West 225.00 feet to the southeast corner of the north one-half of said Lot 7;
thence along the southerly line of the north one-half of said Lot 7, North 71°53'36" West 170.00 feet to the centerline of said vacated Jackson Avenue;
thence along said centerline South 18°06'24" West 27.55 feet;
thence South 83°15'17" West 56.94 feet to a point on the easterly right-of-way of Bald Eagle Drive;
thence along said right-of-way North 10°43'16" West 155.06 feet to the northwest corner of Lot 49, Block 18;
thence along the northerly line of said Lot 49, North 79°16'44" East 110.08 feet to the westerly right-of-way of said vacated Jackson Avenue;
thence along said vacated right-of-way North 18°06'24" East 87.38 feet;
thence leaving said line South 71°53'36" East 60.00 feet to the Point of Beginning.

AND ALSO INCLUDING:

All of Lots 3 through 10, inclusive of Block 4, according to the plat of Old Marco Village as recorded in Plat Book 6, page 3, of the Public Records of Collier County, Florida.

Subject to easements and restrictions of record.

Bearings are based on the right-of-way of Jackson Avenue being North 18°06'24" East.

Certificate of authorization #LB-43.

Containing 3.53 net acres more or less.

WILSON, MILLER, BARTON & PEEK, INC.

Registered Engineers and Land Surveyors

By: 
John P. Maloney, P.S.M. LS#4493

Date 6-9-98

Ref. 5N-51

Not valid unless embossed with the Professional's seal.

WILSON, MILLER, BARTON & PEEK, INC.

3200 Bailey Lane, Suite 200, Naples, Florida 34105-8507 • Ph 941-649-4040 Fx 941-643-5716

Web Site: www.wilsonmiller.com

E-mail: naples@wilsonmiller.com

Legal Description

All of Lot 1, Block 134, according to the plat of Marco Beach Unit Four, as recorded in Plat Book 6, pages 32 through 37, Public Records of Collier County, Florida.

Containing 0.36 acres more or less.
Subject to easements and restrictions of record.
Certificate of authorization #LB-43.

WILSON, MILLER, BARTON & PEEK, INC.
Registered Engineers and Land Surveyors

By: John P. Maloney
John P. Maloney, P.S.M. LS#4493

Date 6.9.98

Ref. 3N-74

Not valid unless embossed with the Professional's seal.

SCHEDULE "4"

LAND USE SUMMARY

SMOKEHOUSE BAY SITE

Development of the Smokehouse Bay Site (herein "Site") shall be in accordance with and limited to uses, intensities, heights, and other limitations and restrictions specified herein. To the extent this Land Use Summary fails to provide developmental standards, provisions of the MIZO, or other land development regulations applicable to Marco Island shall apply.

SECTION I - SIZE AND MAXIMUM SQUARE FOOTAGE

A maximum of 98,750 square feet of gross leasable area may be constructed on the 9.26 acre Site.

SECTION II - USES PERMITTED

No building or structure or part thereof shall be erected, altered, or used, or lands used in whole or part for other than the following (references are to the Standard Industrial Classification, where applicable):

A. Permitted Uses:

1. All permitted uses in the C-3 Zoning District of the Collier County Land Development Code except:
 - a. Auto and Home Supply Stores (5531)
 - b. Group Care Facilities
 - c. Membership Organizations (8611-8699)
 - d. Miscellaneous Repair Services (7629-7631)
 - e. Public Administration (9111-9199, 9229, 9311, 9411-9451, 9511-9532, 9611-9661)
 - f. Retail Nurseries, Lawn and Garden Supply Stores (5261)
 - g. Veterinary Services (0742, 0752)
 - h. Gasoline Service Stations (5541)
2. Marinas (4493 excluding dry boat storage, marine supply sales, charter or rental boat services, fuel dispensing and marine repair services). Maximum of 80 wet slips of which a maximum of 60 slips available for lease. Twenty (20) of the identified floating boat slips, or twenty-five percent (25%) of the identified floating boat slips, whichever is greater, shall be available to the public for temporary docking.

3. Physical Fitness Facilities (7991)
4. Antique Stores (5932)
5. Membership, Sports and Recreation Clubs (7997)
6. Eating and Drinking Establishments (5812, 5813, excluding bottle clubs and drive-through restaurants). Indoor and Outdoor Eating and Drinking Establishments shall not exceed 30% of the total project square footage.
7. Engineering, Accounting, Research, Management and Related Services (8711-8748)
8. Kiosks and Movable Vending Carts
9. Offices, general and professional

B. Uses Accessory to Permitted Uses:

Accessory Uses and Structures.

1. Uses and structures that are accessory and incidental to the permitted uses.
2. Integral caretakers residence.
3. Temporary outdoor display of merchandise during business hours, provided no merchandise is visible from adjacent public road rights-of-way.
4. Gazebos, arbors or similar identifying feature as an accessory to the boat docks as shown on the Master Development Plan.

C. Prohibited Uses:

1. Hotels and Motels
2. Parking Garages
3. The following are specifically prohibited as principal or accessory uses to said Marina:
 - a. Gas or fuel sales

- b. Rental Boats
- c. Charter Boats
- d. Tour Boats originating at the Site
- e. Boat Sales

SECTION III - DEVELOPMENT STANDARDS

A. Set-backs

All yards and setbacks shall be in relation to external property boundaries

- 1. From public rights-of-way: 75 feet
- 2. From seawall on Smokehouse Bay: 25 feet
- 3. From residential property: 75 feet

B. Off Street Parking: Parking shall be as required by the Land Development Code ("LDC") for shopping centers given the definitions contained herein, provided that the 20 boat slips reserved for public docking shall qualify and count as parking spaces.

C. Maximum Height:

- 1. Principal and Accessory Structures: 40 feet
- 2. Architectural Feature: There may be one (1) architectural feature limited to sixty (60) feet in height as a non-occupiable building feature.

D. Access:

- 1. Motor vehicle access to the Site shall be limited to the access points shown on the Master Development Plan. The southernmost access point on S.R. 951 (Collier Boulevard) will be a right turn out only, and provision of this access is subject to Florida Department of Transportation permitting.
- 2. Pedestrian Access: Sidewalks will be as shown on the Master Development Plan to provide public access to the linear boardwalk/promenade along Smokehouse Bay. Sidewalks may be located

within landscape buffers.

3. Developer shall provide compensating right-of-way for any required turn lanes at site accesses. Turn lanes and right-of-way are site impacts and not subject to impact fee credits.
- E. Signage: All signage shall be consistent with the provisions of Division 2.2.26.10 of the Marco Island Zoning Overlay District (MIZO) except as provided below:
1. Project Identification Sign: The property shall be permitted one (1) project identification sign not to exceed thirty-two (32) square feet. Architectural treatments consistent with building architecture on site, such as arches, columns, cupolas and other such treatments shall not be included within the thirty-two (32) square foot limitation.
 2. Ground Signs: One ground sign shall be permitted for each road frontage. Each ground sign shall be limited to no more than one hundred (100) square feet.
 3. Pole Signs: Pole signs shall be prohibited.
 4. Directional Signs (Vehicle): Information or directional signs may be erected in accordance with a unified sign plan. Such signs may include the name and/or logo of the project, directional arrows, and up to three lines of text. Vehicle information or directional signs shall not exceed eight (8) square feet.
 5. Directional Signs or Kiosks (Pedestrian): Information or directional signs and kiosks not visible from a public way shall be permitted in accordance with a unified sign plan.
 6. Wall Signs: A single wall sign shall be permitted for each frontage wall for each establishment.
 7. Under Canopy Signs: an under canopy sign shall be permitted for each frontage of each establishment.
 8. Projecting Signs: One projecting sign shall be permitted for each frontage of each establishment.
 9. Awning Signs: One awning sign shall be permitted for each frontage of each establishment, awning signs shall consist of letters no more than eight (8) inches in height stenciled on the vertical drip edge of an awning.

F. Boat Docks: The boat docks shall be constructed as floating concrete boat docks located as shown on the Master Development Plan, except that Plan may be altered to conform to permitting requirements of state or federal environmental agencies.

G. Definition: Gross Leasable Area ("GLA")

Because of the unique nature of the proposed center, with open walkways, expansive common areas, and other features most closely representing a Mediterranean village center, it is important to define what constitutes GLA for purposes of the Development Agreement. This definition shall be used in place of the term "floor area", where such term is used in the LDC. Gross Leasable Area shall be the sum of the gross horizontal areas of the several floors of a building or buildings measured from the interior faces of the exterior walls, excluding attic areas, enclosed or unenclosed stairs or fire escapes, elevator structures, cooling towers, areas devoted to air conditioning, ventilating or heating, or other building machinery and equipment, outdoor seating and walkways (even if covered), and enclosed common areas serving more than one business, such as bathrooms and other public areas.

H. Lighting

1. Developer will develop a lighting plan for the parking lot, which will be subject to administrative approval during the Site Development Plan Process.
2. Developer shall be allowed to provide low level pedestrian lighting along promenade or linear boardwalk paralleling Smokehouse Bay.
3. Developer shall pay its fair share towards the cost of signalization of the intersection of Elkcam Circle and Collier Boulevard, when the Florida Department of Transportation determines that such a signal is warranted.
4. Developer shall provide arterial level street lighting at project accesses, as applicable. Lighting shall be operated and maintained by Developer. Lighting is a site impact and not subject to impact fee credits.

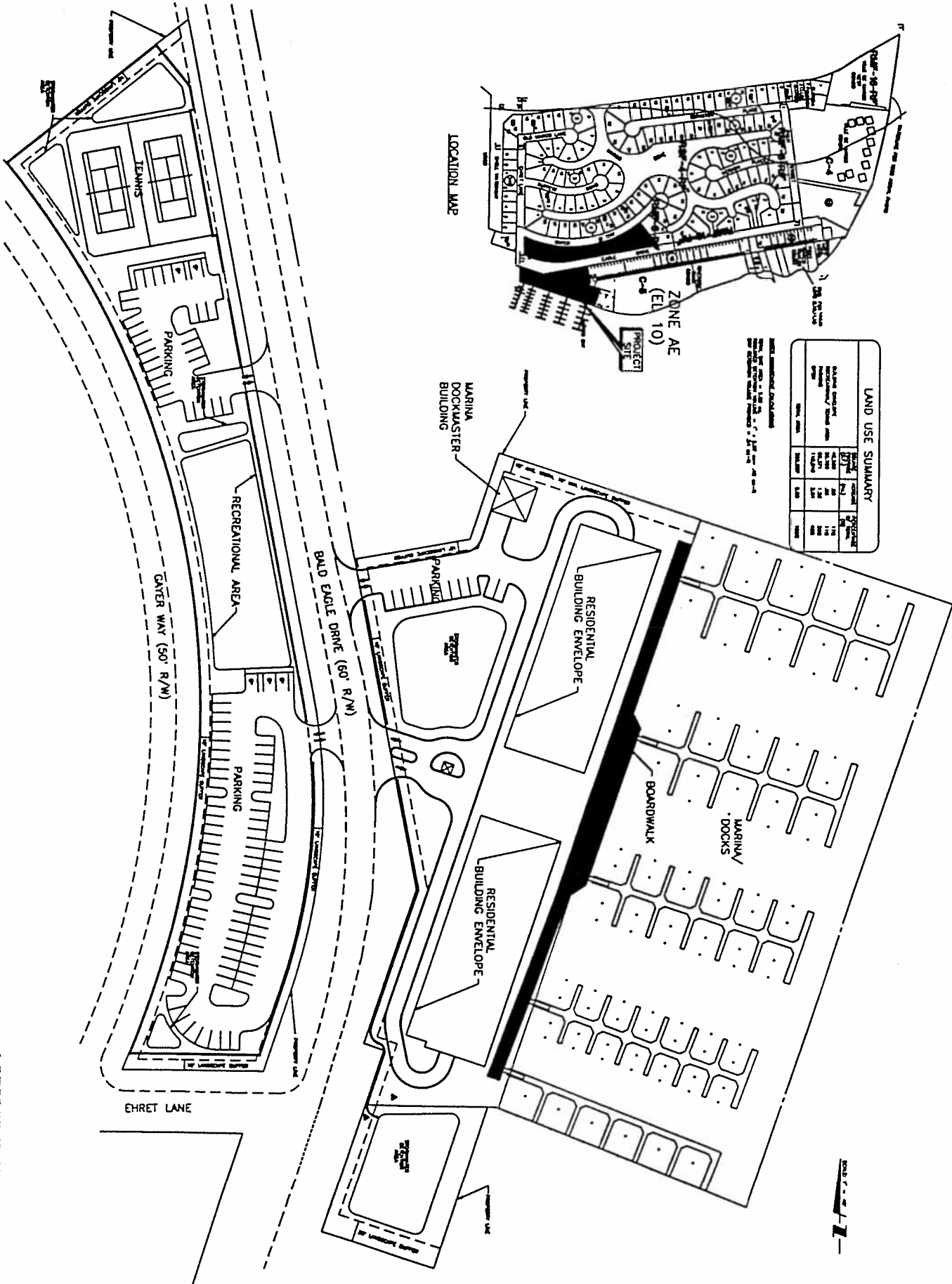
I. Landscaping

All landscaping shall be consistent with Division 2.4, Landscaping and Buffering of the LDC, except as provided below:

1. All minimum Code required trees shall be at least 12' in height at the time of planting.
2. A minimum 5' wide sidewalk shall be permitted within the side and waterfront landscape buffer areas.

J. Sidewalks

1. At such time as the City specifies minimum widths and is ready to implement a plan for bike paths and sidewalks on Collier Boulevard and Elkcarn Circle adjacent to the Smokehouse Bay Site, Developer agrees to pay its fair share of any upgrades to meet the widths uniformly applied by the City. In the interim, sidewalks fronting (or within) Collier Boulevard and Elkcarn Circle shall be a minimum of six (6') feet in width. Collier Boulevard improvements associated with applicable permit approvals from the Florida Department of Transportation are considered site impacts and are not subject to impact fee credits, unless specified herein.
2. Developer shall provide pedestrian sidewalks from Collier Boulevard and Elkcarn Circle to the Promenade along Smokehouse Bay in order to provide public pedestrian access to the Promenade during all normal hours of operation of businesses on the Smokehouse Bay Site.



LAND USE SUMMARY

Category	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)
Residential	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000
Commercial	500,000	500,000	500,000	500,000	500,000	500,000
Public Use	200,000	200,000	200,000	200,000	200,000	200,000
Open Space	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Other	100,000	100,000	100,000	100,000	100,000	100,000
Total	2,900,000	2,900,000	2,900,000	2,900,000	2,900,000	2,900,000

**PIER 81
PUD MASTER PLAN
SCHEDULE 5**

**WILSON
MILLER
BARTON
& PEEK
INC.**



Planning
& Landscape
Architecture
Division

Project: Schedules
Environmental Document
Review
Landscape Analysis
Construction Impacts

Date of Schedule 5
and Schedule 6: 11/11/11
Date of Schedule 7:
11/11/11
Date of Schedule 8:
11/11/11

Project: PIER 81 PUD
Schedule 5
Date: 11/11/11
Author: JMB
Checked: JMB
Approved: JMB
Date: 11/11/11
Scale: 1" = 100'
Sheet 5 of 5

PIER 81
A PLANNED UNIT DEVELOPMENT
IN
CITY OF MARCO ISLAND

PREPARED FOR:
PIER 81 DEVELOPMENT CORPORATION
365 5TH AVENUE SOUTH
NAPLES, FLORIDA 34102

PREPARED BY:
George L. Varnadoe, Esq.
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801 Laurel Oak Drive, Suite 300
Naples, Florida 34108
941/597-2814

June 1998

DATE FILED _____
DATE REVIEWED BY PB _____
DATE APPROVED BY MICC _____
ORDINANCE NUMBER _____

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LIST OF EXHIBITS

MASTER DEVELOPMENT PLAN (WMB&P, Inc. File No. D-0283-01)	EXHIBIT "A"
LEGAL DESCRIPTION	EXHIBIT "B"
BUILDING ELEVATION	EXHIBIT "C"

STATEMENT OF COMPLIANCE

The purpose of this section is to express the intent of Pier 81 Development Corporation herein after referred to as the "Developer" to create a Planned Unit Development ("PUD") on 5.87± acres of land located in the City of Marco Island, Collier County, Florida. The name of this Planned Unit Development shall be Pier 81. The development of Pier 81 will be in general compliance with the planning goals and objectives of the City of Marco Island as set forth in the Growth Management Plan applicable thereto. The development will be consistent with the growth policies and land development regulations adopted pursuant to the Growth Management Plan Future Land Use Element and other applicable regulations for the following reasons:

This downzoning from C-5-MIZO, the most intense commercial zoning district and which allows outdoor storage and display of merchandise, to a mixed use PUD for residential and water dependent uses will be more compatible with the residential development that exists on 3 sides of the subject property than development in accordance with C-5-MIZO zoning. This PUD assists in the implementation of the Marco Island Master Plan ("MIMP") by providing a mixture of residential and appropriate commercial uses in the Village Commercial District. It also furthers the Countywide Future Land Use Element priorities for development of water-dependent and water related uses at sites that are already developed for such uses.

Setbacks for principal structures are increased on the subject property from that which exists or is allowed under existing zoning: from 15 - 25 feet side yard setbacks to 50 feet on one side and over 100 feet on the other side, and from no setback in the waterfront yard to 25 feet. Approval of this PUD with these setbacks provides open view corridors of the waterfront and increases open space as encouraged by the MIMP, and also results in the elimination of the legal non-conforming structure that presently extends out over the Big Marco River blocking the waterfront view corridor of the adjacent Riverside condominiums.

The project development is compatible with and complementary to existing land uses as required in Policy 5.4 of the Marco Island Master Plan.

The project development will result in an efficient and economical extension of community facilities and services as required in Policies 3.1.H and L of the Future Land Use Element.

The project will further the objectives in the Village Commercial District of the Marco Island Master Plan by providing a mixture of residential and commercial uses.

Through the utilization of a Development Agreement for the subject property and another site, both zoned for commercial waterfront uses, commercial uses and intensities are reduced and residential density is transferred from the other site to the subject property, with the result that the uses, densities, and intensities that could be developed on the transferring site and the subject property (and resultant traffic impacts) are decreased from that which would be allowed under existing land use designations and zoning regulations. Specifically, 122 hotel rooms, a 99 slip full service marina

and 3 story parking garage are eliminated from the transferring site; and the potential for at least 58,000 square feet of retail or industrial-type commercial uses are eliminated from the subject property. As a result of the implementation of the Development Agreement by adoption of this Planned Unit Development, traffic impacts are reduced by over 70% on a daily basis, open spaces are significantly increased and there is a more compatible land use relationship with surrounding uses.

SHORT TITLE

This ordinance shall be known and cited as the “PIER 81 PLANNED UNIT DEVELOPMENT ORDINANCE”.

SECTION I

LEGAL DESCRIPTION, PROPERTY OWNERSHIP, AND GENERAL DESCRIPTION

1.1 PURPOSE

The purpose of this Section is to set forth the legal description and ownership of Pier 81, and to describe the existing condition of the property proposed to be developed.

1.2 LEGAL DESCRIPTION

The legal descriptions for the three separate properties constituting the Pier 81 project are set forth in composite Exhibit "B" hereto.

1.3 PROPERTY OWNERSHIP

Legal title is currently held by Factory Bay Holding Company and Cypress Landing Corporation. The subject property is under the equitable ownership or control of Pier 81 Development Corporation whose address is 365 Fifth Avenue South, Naples, Florida, 34102.

1.4 GENERAL DESCRIPTION OF PROPERTY

- A. The project site is located in the City of Marco Island, Florida and is in the Village Commercial District, bordered on the west by Gayer Way and RSF-3-MIZO zoning, on the north by the Riverside Condominium, on the east by the Marco River, and on the South by a developed RSF-3-MIZO lot.
- B. The current zoning classifications of the subject property are C-5-MIZO, RMF-6-MIZO, and RSF-3-MIZO.
- C. Elevation of the site is approximately five feet (5') above mean sea level, and the flood elevation is ten feet (10').
- D. Soil types are not included, since all of the site has been filled, and a majority of the property is currently developed with commercial buildings, parking, and accessory uses (Pier 81 Marina and Restaurant, Factory Bay Marina and Shopping Center).
- E. Current Shoreline improvements include 122 boat slips, sea walls of various types, and structures extending over the water.

SECTION II

PROJECT DEVELOPMENT

2.1 PURPOSE

The purpose of this Section is to generally describe the plan of development for Pier 81, and to identify relationships to applicable City or County ordinances, policies, and procedures.

2.2 GENERAL DESCRIPTION

Pier 81, a private community, will include a maximum of the following: two multi-family residential structures containing not more than 80 units, a private commercial marina with a maximum of 104 boat slips and 2,500 square foot dockmaster building, 5,000 square foot clubhouse, two (2) tennis courts, two (2) swimming pools, and associated open spaces, parking, stormwater management systems, and landscaped buffers.

The Master Development Plan is illustrated graphically on Exhibit "A" attached hereto. A Land Use Summary indicating approximate land use acreages is shown on the Plan, along with an approximate location of the building parcels.

2.3 GENERAL COMPLIANCE WITH COUNTY ORDINANCES

- A. Regulations for development of Pier 81 shall be in accordance with the contents of this PUD Ordinance and applicable sections of the Land Development Code for the City of Marco Island (to the extent they are not inconsistent with this PUD Ordinance) which are in effect at the time of issuance of any development order to which said regulations relate which authorizes the construction of improvements, such as but not limited to Final Site Development Plan. Where this PUD Ordinance or subsequently adopted amendment fails to provide developmental standards, then the provisions of the most similar zoning district or section of the Land Development Code applicable for the City of Marco Island shall apply.
- B. Unless otherwise defined herein, or as necessarily implied by context, the definitions of all terms shall be the same as the definitions set forth in the Land Development Code for the City of Marco Island in effect at the time of development order application.
- C. Development permitted by the approval of this PUD will not be subject to a concurrency review under the applicable Adequate Public Facilities Ordinance in that the site is vested by virtue of being a developed site.
- D. Unless modified, waived or excepted by this PUD or by subsequent request, the

provisions of other applicable land development codes remain in effect with respect to the development of the land which comprises this PUD.

- E. All conditions imposed herein or as represented on the Master Development Plan are part of the regulations which govern the manner in which the land may be developed.

2.4 USE OF RIGHTS-OF-WAY

Lands within all project rights-of-way may be utilized for landscaping, decorative entrance ways, and signage subject to review and administrative approval by the Developer and the City of Marco Island Development Services Director for engineering and safety considerations during the development review process and prior to any installations.

2.5 SALES CENTER

A sales center and other temporary uses and structures related to the promotion and sale of residential units such as, but not limited to, pavilions, viewing platforms, gazebos, parking areas, tents, and signs, shall be permitted principal uses on the site subject to requirements of Article 2, Division 2.6, Section 2.6.33.4, and Article 3, Division 3.2, Section 3.2.6.3.6, of the Collier County Land Development Code, or applicable Code of the City of Marco Island.

2.6 OPEN SPACE REQUIREMENTS

The PUD will provide at least thirty percent (30%) open space, and this calculation will be provided on the Preliminary Site Development Plan.

2.7 CHANGES AND AMENDMENTS TO PUD DOCUMENT OR PUD MASTER DEVELOPMENT PLAN

Changes and amendments may be made to this PUD Ordinance or PUD Master Development Plan as provided in Article 2, Division 2.7, Section 2.7.3.5 of the Collier County Land Development Code. Minor changes and refinements as described in Section 8.3 of this PUD document may be made in connection with any type of development or permit application required by the Land Development Code applicable to the City of Marco Island.

2.8 REQUIRED ENVIRONMENTAL PERMITS

Where the development of land within this Planned Unit Development requires a permit from a local, state, or Federal Agency with jurisdiction over the property (regulating agency) proposed for development, then the Developer shall obtain such permits as may be required prior to the commencement of construction or alteration of the land specifically requiring such permit. Where such regulating agency issues a permit, the City of Marco Island shall not impose conditions, exactions or modifications that are in conflict with or exceed the

requirements of the issued permit, provided that the City of Marco Island may impose conditions that exceed and are not in conflict with the issued permit if the City of Marco Island regulatory jurisdiction as provided in the City of Marco Island Growth Management Plan and Land Development Code exceeds that of the other regulating agencies. In such a case, the City of Marco Island's environmental permitting guidelines and requirements shall control relative to the specific City permit only.

SECTION III
RESIDENTIAL USE

3.1 PURPOSE

The purpose of this Section is to identify permitted uses and development standards for residential development and accessory uses within Pier 81.

3.2 MAXIMUM DWELLING UNITS

A maximum of eighty (80) multi-family residential dwelling units may be constructed within the area designated as "Building Envelope".

3.3 PERMITTED USES AND STRUCTURES

No building of structure, or part thereof, shall be erected, altered or used, or lands used, in whole or part, for other than the following:

A. Principal Use

1. Two multi-family structures, containing not more than eighty (80) units.

B. Accessory Uses and Structures

1. Recreational clubhouse not to exceed 5,000 sq.ft. as shown on the attached Exhibit "A".
2. Two (2) tennis courts, which shall not be lighted.
3. Swimming pools, not to exceed two (2) in number.
4. Accessory uses and structures customary and associated with multi-family development on Marco Island, including attached covered parking.
5. Any other accessory use which is comparable in nature with the foregoing uses in which the City of Marco Island Development Services Director determines to be compatible.

3.4 DEVELOPMENT STANDARDS

- A. General: All yards and setbacks shall be in relation to external PUD boundaries.

B. Minimum yards for Principal Structure:

Front yard: 30 feet

Side yard:

North Side: 50 feet for principal structures

South Side: 207 feet for principal structure

Rear Yard: From rear property line on Marco River: 25 feet

C. Minimum Yards for Attached Parking Structures:

Front yard: 30 feet

Side yard:

North Side: 40 feet

South Side: 197 feet

D. Minimum Yards for Accessory Structures:

Front yard: 30 feet

Side yard: 15 feet

Rear yard: 25 feet

E. Minimum Separation Between Structures:

Principal Structures: 110 feet

Attached Parking Structures: 70'

F. Minimum Floor Area: 1,500 square feet

G. Off-Street Parking and Loading Requirements: One and one-half (1½) parking spaces per unit will be paved. An additional one-half (½) parking space per unit will be provided through stabilized base, which will be paved at the request of the City of Marco Island.

H. Maximum Height:

Height shall be measured as provided in the Collier County Land Development Code as of the date of approval of this PUD.

1. Principal structures - 120 feet
2. Accessory structures including attached parking structures - 35 feet.

I. Roof Design

The roof of the residential structures shall be an articulated design, with reduced width (massing) at the higher elevations similar to the artist's rendering attached hereto as Exhibit "C".

SECTION IV

MARINA USE

4.1 PURPOSE

The purpose of this Section is to identify the specific development standards for the boat docks and associated dockmaster building as shown on Exhibit "A".

4.2 USES PERMITTED

No building or structure, or part thereof shall be erected, altered or uses, or lands used in whole or in part, for other than the following:

A. Principal Uses:

1. Boat Docks, not to exceed 104 in number
2. Dockmaster Building

B. Accessory Uses: Customary Accessory uses incident to a marina.

C. Prohibited Uses:

The following uses are specifically prohibited in the PUD, as being originated or based at Pier 81.

1. Rental Boats
2. Tour Boats (see #5)
3. Charter Boats
4. Public gas or fuel sales
5. Excursion Boats
6. Boat Sales
7. Public Marina Stores

4.3 DEVELOPMENT STANDARDS

- A. General: All yards and setbacks shall be in relation to external PUD boundaries.
- B. Maximum Size of Dockmaster Building: The dockmaster building shall not exceed 2,500 square feet in gross floor area.
- C. Minimum Yards for Dockmaster Building:
 - Front yard: N/A
 - Side yard: 15 feet
 - Rear yard: 25 feet
- D. Off-street Parking and Loading Requirements: There will be a minimum of 42 parking spaces provided for the boat docks and dockmaster building.
- E. Maximum Height
 - Principal and Accessory Structures: 35 feet

4.4 USES OF THE DOCKS AND DOCKMASTER BUILDING

- A. The docks and dockmaster building will be owned and operated as a private commercial marina, separate from the residential development. The boat slips may be sold or leased to any private boat owner wishing to keep their boat at this facility, on a non-exclusive basis. The dockmaster building will be utilized by the Dock Master, who will be responsible for security of the boats, and for providing assistance to owners and/or lessees. The boat slips will be private in nature, and access to the boat docks will be limited to owners, lessees, and their guests. The dockmaster building may provide incidentals such as: ice, beverages, boating accessories, and the like, but the sale of these will be limited to owners, lessees, and guests of owners and lessees, and shall be incidental to the use of the boat docks for a private commercial marina. Gas or fuel sales shall be limited to owners, lessees and guests of owners and lessees. Storage lockers for owners and lessees may be provided within said structure or on the boat docks.

SECTION V

GENERAL DEVELOPMENT COMMITMENTS

5.1 PURPOSE

The purpose of this Section is to set forth the general commitments for development of the project.

5.2 PUD MASTER DEVELOPMENT PLAN

All facilities shall be constructed in accordance with final site development plans, final subdivision plans and all applicable state and local laws, codes and master regulations except where specifically noted.

- A. The PUD Master Development Plan (Exhibit "A") is an illustrative preliminary development plan.
- B. The design criteria and layout illustrated on the Master Development Plan and the exhibits supporting this project shall be understood as flexible.
- C. Master Development Plan design changes shall be permitted subject to City of Marco Island staff administrative approval, when subject changes are consistent with the intent of site development plan and PUD Master Development Plan requirements of this project.
- D. All necessary easements, dedications, or other instruments shall be granted to insure the continued operation and maintenance of all service utilities.
- E. Agreements, provisions, or covenants which govern the use, maintenance and continued protection of the PUD and common areas, will be provided.

5.3 SOLID WASTE DISPOSAL

Arrangements and agreements shall be with the approved waste disposal service to provide for solid waste collection service to all areas of the project.

5.4 TRANSPORTATION

- A. The developer shall provide appropriate left and/or right turn lanes at all community access points to public rights-of-way at the time of construction of each access.

- B. The developer shall provide arterial level street lighting at all community access points to public rights-of-way at the time of construction of each access. Lighting shall be operated and maintained by the Developer.
- C. Developer shall install warning signage, pavement markings, and a clearly designated crosswalk on Bald Eagle Drive between the entrance to the multi-family structures on the east and the recreational and parking facilities to the west. The developer shall coordinate with the applicable public safety official and City engineering staff regarding pedestrian crossing of Bald Eagle Drive, cautionary signage and paving requirements to ensure safety at such crossing.
- D. At such time as the City specifies minimum widths and is ready to implement a plan for bike paths and sidewalks on Bald Eagle Drive adjacent to Pier 81, Developer agrees to pay its fair share of any upgrades to meet the widths uniformly applied by City. Pier 81 may be eligible for credits to be applied towards fair share pro-rata contribution for construction of sidewalks adjacent to its project. In the interim, Developer shall provide sidewalks consistent with existing widths on Bald Eagle frontage.
- E. If gate houses are to be used, they shall be designed and located so as not to impact traffic on Bald Eagle Drive.
- F. Road impact fees shall be in accordance with the schedule contained in Ordinance 92-22, or as it may be amended, and shall be paid at the time building permits are issued unless otherwise approved by the Marco Island City Council; however, road impact fee credits or a reduction of such fees shall be applied to the Pier 81 Site to account for previously existing traffic impacts from the previously developed Pier 81 property.
- G. There shall be a maximum of two (2) driveway connections on each side on both the east and west sides of Bald Eagle Drive. The driveway serving the residential structure and the residential parking area shall be aligned, as applicable.

5.5 WATER MANAGEMENT

- A. Detailed site drainage plans shall be submitted to Project Review Services for review. No construction permits shall be issued unless and until approval of the proposed construction in accordance with the submitted plans is granted by Project Review Services.
- B. Design and construction of all improvements shall be subject to compliance with the appropriate provisions of the Collier County Land Development Code.

5.6 ENVIRONMENTAL

- A. The project shall not be subject to Division 3.9, Vegetation Removal, Protection and Preservation of the Land Development Code, since this site has been previously developed. This is a redevelopment activity, and there is no native vegetation on site.
- B. A landscaping plan for the site will be submitted to the Community Development Division and for its review and approval.
- C. If during the course of site clearing, excavation, or other constructional activities, any archaeological or historical site, artifact, or other indicator is discovered, all development at that location shall be immediately stopped and the Collier County Natural Resources Department notified. Development will be suspended for a sufficient length of time to enable Natural Resources Management Department or a designated consultant to assess the find and determine the proper course of action in regard to its salvageability. The Natural Resources Management Department shall respond to any such notification in a timely and efficient manner so as to provide only a minimal interruption to any constructional activities.
- D. Any future proposed dock construction shall comply with the Collier County Manatee Protection Plan.

5.7 FIRE PROTECTION

The project development shall comply with all applicable fire codes and regulations. Fire hydrants shall be installed in accordance with current regulations at the time of construction.

5.8 ENGINEERING AND UTILITIES

- A. Work within Collier County right-of-way shall meet the requirements of Collier County right-of-way Ordinance 82-91.
- B. Water distribution, sewage collection and transmission and interim water and/or sewage treatment facilities to serve the project are to be designed, constructed, conveyed, owned and maintained in accordance with Collier County Ordinance No. 88-76, as amended, and other applicable County rules and regulations.
- C. Construction drawings, technical specifications and all pertinent design information shall be submitted, in accordance with Collier County Ordinance 97-17 or amendments thereto, and shall be approved prior to the issuance of development construction approval.

- D. Developer shall remove all existing structures from the upland portions of the property prior to commencement of construction of any residential structures. No walls or partial structures shall be allowed to remain.

5.9 EASEMENTS

Easements shall be provided for water management areas, utilities and other purposes as required.

5.10 SIGNAGE

A. GENERAL

1. All sign regulations, pursuant to the MIZO Section of the Collier County Land Development Code, in force at the time of approval of this PUD shall apply unless such regulations are in conflict with the conditions set forth in this section, in which case the PUD Document shall govern.
2. Should any of the signs be requested to be placed within a County dedicated right-of-way, a right-of-way permit must be applied for and obtained.
3. All signs shall be located so as not to cause sight line obstructions.
4. All project signage shall reflect a consistent architecture, typography, graphics and color scheme.

B. PROJECT IDENTIFICATION SIGNS

1. The project shall be permitted a maximum of four project identification signs. Such signs shall be integral to a fence or wall and shall only contain copy identifying the project name, and the insignia or motto of the development.
2. No sign face area may exceed 80 square feet. The sign face area shall not exceed the height or length of the wall or monument upon which it is located.
3. The setback for the signs from Bald Eagle Drive right-of-way, and any perimeter property line shall be 5 feet.
4. Project Identification signs may not exceed a height of 8 feet above the finished ground level of the sign site. For the purpose of this provision, finished grade shall be considered to be no greater than 18 inches above the highest crown elevation of the nearest road, unless the wall or monument is

constructed on a perimeter landscape berm.

C. DIRECTIONAL OR IDENTIFICATION SIGNS

1. One on-premises sign providing direction to or identification of uses such as parking, recreation facilities, deliveries, entry or exit, and the like shall be permitted at each project entrance.
2. Directional or identification signs shall be restricted to a maximum of four square feet in size and shall identify the location of the use and may feature the logo or insignia of the development.

D. BOUNDARY MARKERS

1. One single-sided boundary marker or monument may be located at each property corner, adjacent Bald Eagle Drive. The boundary marker may contain the name of the project, and the insignia or motto of the development.
2. The sign face area may not exceed 12 square feet in area and may not exceed the height or length of the monument upon which it is located.
3. Sign face square footage is calculated by total square footage of name, insignia, and motto only.
4. The setback from Bald Eagle Drive right-of-way and any perimeter property line shall be 10 feet.

5.11 LANDSCAPE BUFFERS, BERMS, FENCES AND WALLS

All landscape buffers, berms, fences and walls shall be in compliance with Division 2.4, Landscaping and Buffering of the Collier County Land Development Code, except as provided herein.

- A. A six foot (6') high masonry wall shall be installed along the project's western property boundary adjacent to the Gayer Way road right-of-way. A minimum of 50% of the required perimeter landscape buffer vegetative material shall be installed on the western side of the wall.
- B. A landscape buffer averaging fifteen feet (15') in width, but not less than ten feet (10') wide at any point, planted with trees spaced on an average 25' center shall be installed along the northern boundary.
- C. A minimum 20' wide landscape buffer shall be provided along the southern property

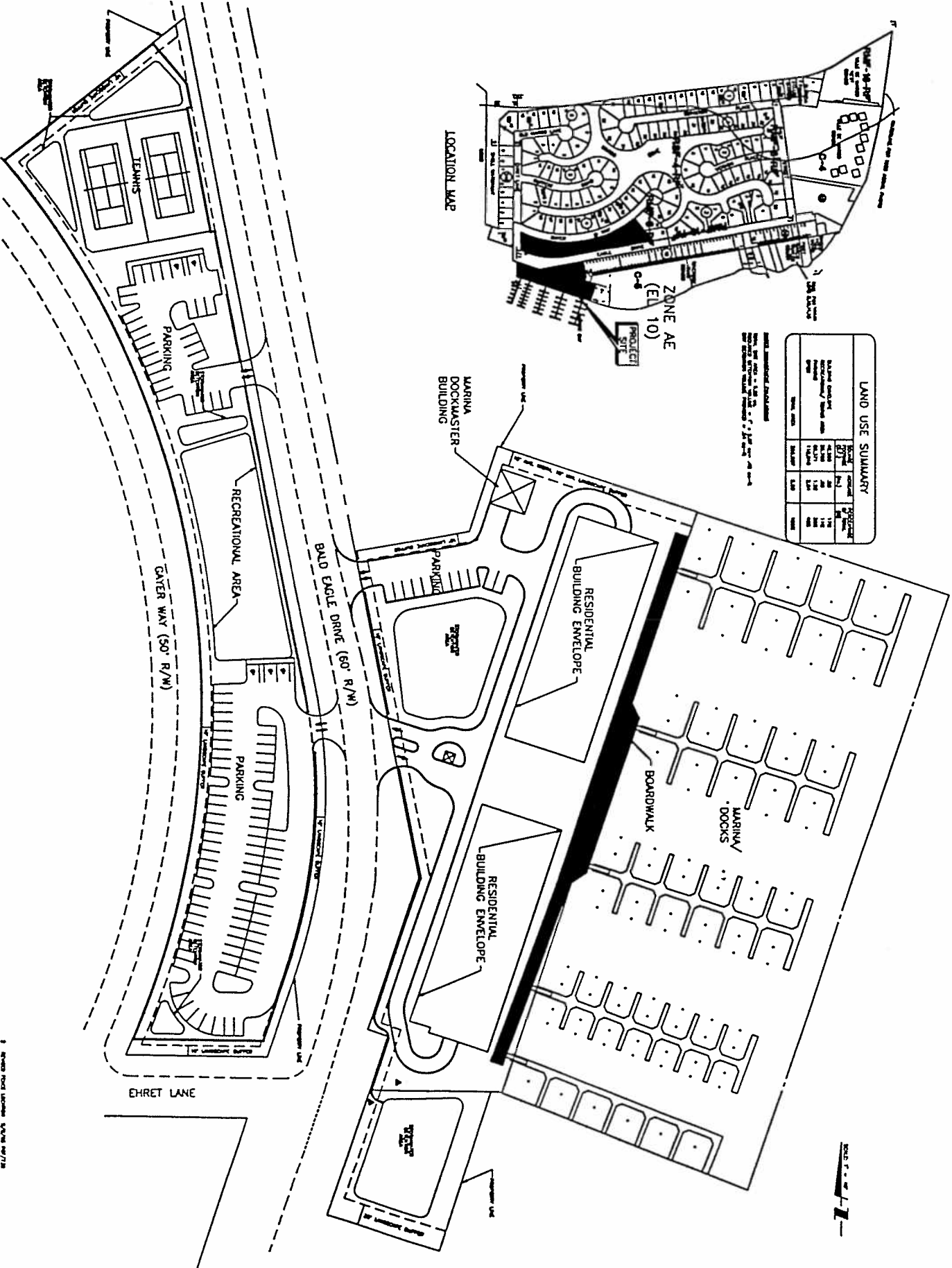
boundary. This buffer shall be vegetated consistent with Type C buffer requirements of the Land Development Code.

- D. All required trees shall be a minimum of 12' tall at the time of planting and shall have a minimum 2" caliper.
- E. Fences, walls, pedestrian pathways and project signage are permitted within landscape buffer areas. Wall height shall be measured from the maximum site pavement elevation.
- F. In order to provide a view corridor of the Marco River, Developer shall not install a fence or wall on at least the south 100' of the Pier 81 Site, as measured along the frontage on Bald Eagle Drive. However, since this portion of the Site may be landscaped, views may be filtered. In addition, any decorative wall or fence on the remainder of the east side of Bald Eagle Drive shall not be solid, and at least twenty percent (20%) of the linear space of said wall shall be occupied only by decorative treatment, allowing filtered views to the east.
- G. Developer shall provide public access to Marco River by providing a six foot (6') wide hard surfaced pedestrian walkway from the sidewalk on the east side of Bald Eagle Drive to the seawall on Marco River. Adjacent to the seawall, Developer shall construct a small hard surfaced area and provide limited seating. The intention is to provide a small, pedestrian only, passive recreation feature for the neighborhood. Public access shall be limited to the hard surfaced areas so as to protect the privacy of the residences both north and south of the public access. Developer (or its assigns) shall maintain the area as part of the PUD and public access shall be granted until such time as said public access becomes a nuisance or causes undue disturbance to the adjoining residences. Access shall be limited to daylight hours.

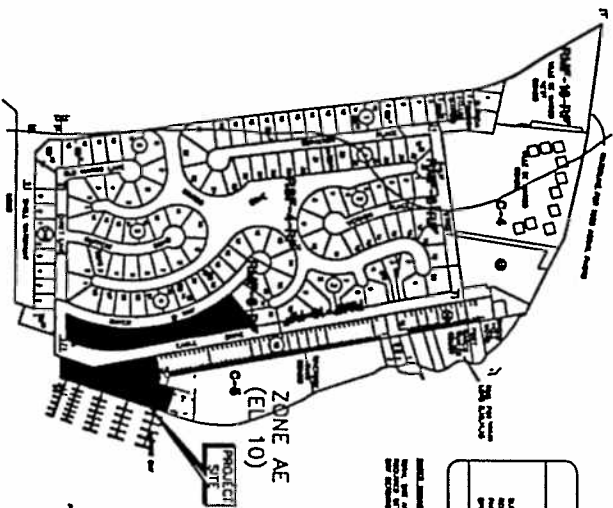
5.12 ESSENTIAL SERVICES

Essential services are considered as an acceptable permitted use on all land use categories within the project as approved via the site development plan approval process.

G:\USERS\LANA\Wp8\PIER81\Pud rev 915.wpdSeptember 17, 1998



LOCATION MAP



LAND USE SUMMARY

Category	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)
Residential	1,200,000	1,200,000	1,200,000	1,200,000
Marina	100,000	100,000	100,000	100,000
Parking	500,000	500,000	500,000	500,000
Recreational	200,000	200,000	200,000	200,000
Boardwalk	100,000	100,000	100,000	100,000
Other	100,000	100,000	100,000	100,000
Total	2,100,000	2,100,000	2,100,000	2,100,000

**PIER 81
PUD MASTER PLAN**

EXHIBIT A



**WILSON
MILLER
BARTON
& PEEK
INC.**

Planning
& Landscape
Architecture
Division

Specialty Services:
Environmental Consulting
Project Management
Landscape Architecture
Construction Management

Project No. 08-01
Date: 08/12/08
Scale: 1" = 100'
Author: J. Smith
Checked: M. Jones
Approved: K. Lee
Title: PUD Master Plan
Project: PIER 81

Legal Description
Factory Bay

South one-half of Lot 7, and all of Lots 8, 9, 10, 11, 12, 13, and 14, Block 19 of the amended plat of Collier City, according to the map or plat thereof recorded in Plat Book 1, page 58, Public Records of Collier County, Florida, together with and including that vacated portion of Jackson Avenue more particularly described as beginning at a point at the northwest property corner of the south one-half of the said Lot 7;
thence North $71^{\circ}46'36''$ West, a distance of 30.0 feet;
thence South $18^{\circ}06'24''$ West, a distance of 145.24 feet;
thence South $10^{\circ}38'19''$ East, a distance of 62.38 feet;
thence North $18^{\circ}06'24''$ East, a distance of 199.88 feet to the Point of Beginning; and excepting the right-of-way of State Road S-951, otherwise known as Bald Eagle Drive.

ALSO INCLUDING THE FOLLOWING:

Vacated portion of right-of-way of Bald Eagle Drive, per Resolution No. 91-480, O.R. Book 1633, page 1413-1415.

A portion of the right-of-way for Bald Eagle Drive (also known as State Road S-951), being more particularly described as follows:

Commence at the southwest corner of Lot 14, Block 19 according to the "Amended Plat of Collier City" as recorded in Plat Book 1, page 58, Public Records of Collier County, Florida; thence along the west line of said Lot 14, North $18^{\circ}06'24''$ East 61.32 feet to the Point of Beginning;

thence along the west line of Lots 14, 13, 12, and 11 of said Block 19, North $18^{\circ}06'24''$ East 154.64 feet to the easterly right-of-way line of Bald Eagle Drive (as shown on the Florida Department of Transportation's right-of-way Map for State Road S-951, Section No. 0303-0351-250), said point being South $18^{\circ}06'24''$ West, 25.64 feet from the northwest corner of said Lot 11;

thence along said easterly right-of-way line South $10^{\circ}38'19''$ East 41.59 feet;

thence South $18^{\circ}06'24''$ West 118.18 feet;

thence leaving said easterly right-of-way line North $71^{\circ}53'36''$ West 20.00 feet to the Point of Beginning.

ALSO INCLUDING THE FOLLOWING:

All of Lots 1 and 2, Block 4, according to the plat of Old Marco Village as recorded in Plat Book 6, page 3 of the Public Records of Collier County, Florida;

Containing a net acre of 1.91 net acres more or less.

WILSON, MILLER, BARTON & PEEK, INC.

3200 Bailey Lane, Suite 200, Naples, Florida 34105-8507 • Ph 941-649-4040 Fx 941-643-5716

Web Site: www.wilsonmiller.com

E-mail: naples@wilsonmiller.com

Subject to easements and restrictions of record.
Certificate of authorization #LB-43.

WILSON, MILLER, BARTON & PEEK, INC.
Registered Engineers and Land Surveyors

By: John P. Maloney
John P. Maloney, P.S.M. LS#449B

Date 6-9-98

Ref. 5N-50

Not valid unless embossed with the Professional's seal.

Legal Description
Pier 81/O'Sheas

All of Lots 3, 4, 5, 6 and the north one-half of Lot 7, Block 19, according to the "Amended Plat of Collier City" as recorded in Plat Book 1, page 58, Collier County, Florida and all of Lot 49, Block 18, according to the "Amended Plat of Collier City as recorded in Plat book 1, page 58, Collier County, Florida and that portion of vacated Jackson Avenue according to said plat and being more particularly described as follows:

Beginning at the northwest corner of said Lot 3;

thence along the northerly line of said Lot 3, South 71°53'36" East 140.00 feet to the northeast corner of said Lot 3;

thence along the easterly line of said Block 19, South 18°06'24" West 225.00 feet to the southeast corner of the north one-half of said Lot 7;

thence along the southerly line of the north one-half of said Lot 7, North 71°53'36" West 170.00 feet to the centerline of said vacated Jackson Avenue;

thence along said centerline South 18°06'24" West 27.55 feet;

thence South 83°15'17" West 56.94 feet to a point on the easterly right-of-way of Bald Eagle Drive;

thence along said right-of-way North 10°43'16" West 155.06 feet to the northwest corner of Lot 49, Block 18;

thence along the northerly line of said Lot 49, North 79°16'44" East 110.08 feet to the westerly right-of-way of said vacated Jackson Avenue;

thence along said vacated right-of-way North 18°06'24" East 87.38 feet;

thence leaving said line South 71°53'36" East 60.00 feet to the Point of Beginning.

AND ALSO INCLUDING:

All of Lots 3 through 10, inclusive of Block 4, according to the plat of Old Marco Village as recorded in Plat Book 6, page 3, of the Public Records of Collier County, Florida.

Subject to easements and restrictions of record.

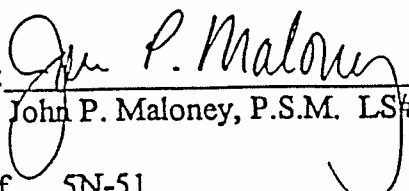
Bearings are based on the right-of-way of Jackson Avenue being North 18°06'24" East.

Certificate of authorization #LB-43.

Containing 3.53 net acres more or less.

WILSON, MILLER, BARTON & PEEK, INC.

Registered Engineers and Land Surveyors

By: 
John P. Maloney, P.S.M. LS#4493

Date 6-9-98

Ref. 5N-51

Not valid unless embossed with the Professional's seal.

WILSON, MILLER, BARTON & PEEK, INC.

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Web Site: www.wilsonmiller.com

E-mail: naples@wilsonmiller.com

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Naples

Fort Myers

Sarasota

Bradenton

EXHIBIT "B"

Page 3

PLANNERS, ENVIRONMENTAL CONSULTANTS, ENGINEERS,
SURVEYORS, LANDSCAPE ARCHITECTS, CONSTRUCTION MANAGERS

Legal Description

All of Lot 1, Block 134, according to the plat of Marco Beach Unit Four, as recorded in Plat Book 6, pages 32 through 37, Public Records of Collier County, Florida.

Containing 0.36 acres more or less.
Subject to easements and restrictions of record.
Certificate of authorization #LB-43.

WILSON, MILLER, BARTON & PEEK, INC.
Registered Engineers and Land Surveyors

By: John P. Maloney
John P. Maloney, P.S.M. LS#4493

Date 6.9.98

Ref. 3N-74

Not valid unless embossed with the Professional's seal.

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6/9/98-C207 Ver. 011-M/Sak
PLANNING DEPARTMENT
N0130-003-004-0

Naples

Fort Myers

Sarasota

Bradenton

EXHIBIT "B"

Page 4



FRONT ELEVATION

Waltham Central and Associates, P.A.
Architects and Engineers

FRONT
ELEVATION

PIER 81

EXHIBIT "C"