

Agenda Item 11  
Meeting of 5/19/99

ORDINANCE 99-8537

AN ORDINANCE GRANTING REZONE PETITION 99-R7 IN ORDER TO REZONE A 9.14 ACRE TRACT FROM "R3-12," MULTIFAMILY, TO "PD," PLANNED DEVELOPMENT, IN ORDER TO PERMIT, AS AN ALTERNATIVE, A 43 UNIT RESIDENTIAL TOWER WITH A DENSITY OF 4.7 DWELLINGS PER ACRE, NORTH OF THE INTERSECTION OF SEAGATE DRIVE AND GULF SHORE BOULEVARD NORTH (NAPLES CAY), MORE PARTICULARLY DESCRIBED HEREIN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Bay Colony Gateway, owner of said property, has petitioned to rezone the subject property from R3-12, Multifamily, to PD, Planned Development; and

WHEREAS, following a public hearing, the Planning Advisory Board has considered the recommendation of the staff and the public input and has recommended by a vote of 7 to 0 that Rezone Petition 99-R7 be approved subject to a number of conditions; and

WHEREAS, after considering the recommendation of the Planning Advisory Board and City staff, following a public hearing on the subject, and providing the petitioner an opportunity to speak, the City Council has determined that the petition should be granted;

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NAPLES, FLORIDA:

Section 1. That Rezone Petition 99-R7 is hereby granted, in order to rezone the subject property from "R3-12," Multifamily, to "PD," Planned Development, in order to permit, as an alternative, a 43 unit residential tower with a density of 4.7 dwellings per acre, north of the intersection of Seagate Drive and Gulf Shore Boulevard North (Naples Cay), more particularly described in the attached Exhibit "A".

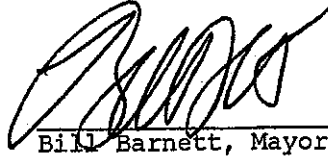
Section 2. That development shall be in compliance with standards set forth in the Planned Development Document, attached as Exhibit B, and the following conditions in addition to those set forth in the attached Planned Development Document:

- A. The final mitigation program is subject to review and approval by the City's Natural Resources Manager.
- B. The petitioner shall submit detailed stormwater management plans to the Engineering Division for review and approval prior to the issuance of building permits.
- C. Prior to the issuance of building permits, the petitioner shall deed restrict the property to limit density to a total of 43 units, 3 guest suites and 1 manager suite.

Section 3. This ordinance shall take effect immediately upon adoption at second reading.

APPROVED AT FIRST READING THIS 5TH DAY OF MAY, 1999.

PASSED AND ADOPTED AT SECOND READING AND PUBLIC HEARING IN OPEN AND REGULAR SESSION OF THE CITY COUNCIL OF THE CITY OF NAPLES, FLORIDA THIS 19TH DAY OF MAY, 1999.



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Bill Barnett, Mayor

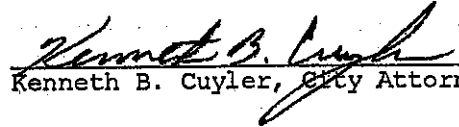
Attest:



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Tara A. Norman, City Clerk  
M:\REF\COUNCIL\ORD\99-8537

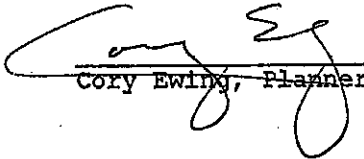
Approved as to form and legality:



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Kenneth B. Cuyler, City Attorney

Approved as to accuracy:



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Cory Ewing, Planner

## Exhibit "A"

PROPERTY DESCRIPTION

ALL THAT PART OF GOVERNMENT LOT 1, SECTION 16, TOWNSHIP 49 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 88 AS SHOWN ON THE PLAT OF SEAGATE SUBDIVISION UNIT ONE, RECORDED IN PLAT BOOK 3 AT PAGE 85 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA;  
 THENCE RUN S 89°24'40" W, ALONG A LINE 70.00' NORTHERLY OF AND PARALLEL TO THE SOUTH LINE OF GOVERNMENT LOT 1, SECTION 16, TOWNSHIP 49 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA, FOR A DISTANCE OF 112.23 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID LINE, S 89°24'40" W FOR A DISTANCE OF 375.89 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, WHOSE RADIUS POINT BEARS S 57°35'34" W A DISTANCE OF 88.00 FEET THEREFROM; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 88.00 FEET, THROUGH A CENTRAL ANGLE OF 41°05'33", SUBTENDED BY A CHORD OF 61.77 FEET AT A BEARING OF N 52°57'73" W, FOR AN ARC LENGTH OF 63.11 FEET TO THE END OF SAID CURVE; THENCE RUN N 73°30'00" W FOR A DISTANCE OF 142.03 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 18°37'11", SUBTENDED BY A CHORD OF 16.18 FEET AT A BEARING OF N 64°11'25" W, FOR AN ARC LENGTH OF 16.25 FEET TO THE END OF SAID CURVE; THENCE RUN N 04°41'19" W FOR A DISTANCE OF 221.07 FEET; THENCE RUN N 59°00'00" E FOR A DISTANCE OF 169.39 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 175.00 FEET, THROUGH A CENTRAL ANGLE OF 31°00'00", SUBTENDED BY A CHORD OF 93.53 FEET AT A BEARING OF N 43°30'00" E, FOR AN ARC LENGTH OF 94.68 FEET TO THE END OF SAID CURVE; THENCE RUN N 28°00'00" E FOR A DISTANCE OF 130.97 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 61°30'00", SUBTENDED BY A CHORD OF 102.26 FEET AT A BEARING OF N 58°45'00" E, FOR AN ARC LENGTH OF 107.34 FEET TO THE END OF SAID CURVE; THENCE RUN N 89°30'00" E FOR A DISTANCE OF 313.56 FEET; THENCE RUN S 13°00'00" E FOR A DISTANCE OF 131.04 FEET; THENCE RUN S 04°00'00" W FOR A DISTANCE OF 40.00 FEET; THENCE RUN S 23°30'00" W FOR A DISTANCE OF 34.00 FEET; THENCE RUN S 48°00'00" W FOR A DISTANCE OF 92.00 FEET; THENCE RUN S 37°00'00" W FOR A DISTANCE OF 43.58 FEET; THENCE RUN S 00°35'20" E, ALONG THE EASTERLY LINE OF PARCEL 9 (AS DESCRIBED IN O.R. BOOK 2222 AT PAGES 2202-2203), AND ALONG THE EASTERLY LINE OF PARCEL 8 (AS DESCRIBED IN O.R. BOOK 2222, AT PAGES 2210-2212), FOR A DISTANCE OF 332.42 FEET TO THE POINT OF BEGINNING, CONTAINING 7.333 ACRES, MORE OR LESS.

EXHIBIT B to 99-8537

**NAPLES CAY  
PARCELS 7, 8, AND  
A PORTION OF PARCEL 9**

PLANNED DEVELOPMENT DOCUMENT

Prepared for:

**WCI COMMUNITIES**

**APPROVED**

Date Submitted \_\_\_\_\_

Date Approved \_\_\_\_\_

Ordinance No. 99-8537

## DEVELOPMENT CRITERIA AND STANDARDS

### SECTION ONE: Introduction and Purpose

Naples Cay is an unplatted area which lies between the platted Seagate Subdivision, the Gulf of Mexico, and on the south by Park Shore, and on the north by the City Limit line. Three parcels of land adjacent to the southwest corner of Naples Cay were created and developed prior to the establishment of Naples Cay. These are the sites for Sea House, a 6-story over ground level parking, condominium; the Seagate Property Owners Beach Park; and Villas Raphael, an 11 unit, 2-story over ground level parking condominium. Though not a part of the Naples Cay development, these three parcels are informally a part of the Naples Cay community, and share the Naples Cay security gate and access drives. Development in the Naples Cay area has occurred incrementally over many years by various developers. Except for Parcels 7, 8, and 9, the Naples Cay community is complete and currently includes 5 buildings and 256 residential units. The purpose of this PD application is to permit development of Parcels 7, 8 and a portion of Parcel 9 to occur pursuant to the terms of the existing March 20, 1995 Development agreement between the City of Naples and Resort Acquisitions, Inc. or in the alternative pursuant to the development standards set forth in Section Three B.

### SECTION TWO: Legal Description

The legal description of Parcels 7 and 8 and portions of Parcel 9 are attached to this application as Exhibit "A".

### SECTION THREE: Development Standards

A. Development may occur pursuant to the terms and conditions set forth in the March 20, 1995 Development Agreement between Resort Acquisition, Inc. and the City of Naples attached hereto and incorporated herein as Exhibit "B".

B. As an alternative to the development standards set forth in Sub-Section A above, development can occur on the property described in Exhibit "A" under the following development standards.

1. Permitted Uses.

- (a) No building or structure, or part thereof, shall be erected, altered or used, or land or water used, in whole or in part, for other than the following:
- (b) Multi-family residences, which may include a manager's unit and guest suites;
- (c) Tennis courts, and other recreation facilities which may serve residents of Parcels 7, 8 and a portion of Parcel 9 and other residents within the larger Naples Cay community;
- (d) Off-street parking facilities which may serve residential structures on Parcels 7, 8 and a portion of Parcel 9 and other residential structures within the larger Naples Cay Community, and a specific parking area for public beach access;
- (e) Security gate and gate house, which may serve the entire Naples Cay Community;
- (f) Landscaping/Open Buffer Areas
- (g) Storm Water Management
- (h) Accessory structures which are incidental to and customarily associated with multi-family residences and/or recreation facilities.

2. Maximum Dwelling Units.

No more than 43 multi-family residential dwelling units may be constructed. In addition, a Manager's unit and 3 guest suites may also be constructed.

3. Maximum Height

Maximum height shall be 225 feet measured from +/-10'-0" N.G.V.D.

4. Minimum Yards and Minimum Separation Between Residential Buildings

No residential building shall be closer than 60 feet to a Naples Cay property line. Minimum separation between multi-story residential buildings, both within and without Naples Cay, shall be as shown on the General Site Plan.

5. Minimum Dwelling Floor Area

1500 sq. ft. for a principal residential dwelling unit; 1000 sq. ft. for a Manager's unit; and 400 sq. ft. for a guest suite.

6. Minimum Off-Street Parking

See Chapter 106 of the City of Naples Comprehensive Development Code for parking requirements for all uses.

7. Maximum Lot Coverage

Maximum lot coverage for the residential building shall be limited to twelve percent (12%) of the property.

8. Landscaping

See Chapter 106 of the City of Naples Comprehensive Development Code for landscaping requirements for all uses. With the exception of the wetland mitigation area which has its own set of landscape mitigation requirements, special consideration shall be given to the height, density and species of landscaping along the eastern edge of the property line at the time of specific site development plan review.

9. General Site Plan

The attached General Site Plan is an integral part of this PD document. Residential and recreational structures and facilities permitted by the PD document are indicated in the approximate locations where they are to be constructed. Location and shapes of structures and facilities are approximate, and may be adjusted and refined as required by detailed architectural and engineering plans and permitting requirements.

10. Additional Development Commitments.

- A. The property owner shall relocate the existing Collier County beach parking facility.
- B. The property owner shall construct a pedestrian pathway interconnecting the Naples Cay development with the existing sidewalk on the east side of Gulfshore Boulevard North.
- C. The existing emergency access to the Naples Cay Development at the terminus of Gulfshore Boulevard North shall remain.
- D. The City of Naples has the right, but not the obligation, to request the developer to remove the existing gates at the area of the emergency access as a condition to the approval of the specific Site Development Plan.
- E. Brick pavers shall not be installed in waste collection areas.



- F. At the time a building permit is obtained for the construction of the development of the residential building authorized pursuant to Section Three B, the property owner shall record a deed restriction limiting density on the property to 43 dwelling units, 1 manager's suite and 3 guest suites. The deed restriction shall be for the benefit of the residents within Naples Cay.
- G. The property owner shall record a beach access easement for the use of the residents of the Seagate Subdivision to access the Seagate Beach Club. This easement shall be depicted on the specific Site Development Plan.
- H. If the location, size and type of repeater station are mutually acceptable to the property owner and the City of Naples, the City of Naples may install, at its expense, a repeater station on the roof of the residential building authorized pursuant to Section Three B.
- I. No boat houses or boat docks shall be constructed.

#### 11. Future Approvals

Final development of the property described in Exhibit "A" shall be pursuant to a specific Site Development Plan. The specific Site Development Plan shall be reviewed and approved by the City of Naples Planning Advisory Board. The development pursuant to the standards set forth in Section Three B is conditioned upon obtaining any necessary local, state and federal environmental permits and Collier County agreeing to the relocation of the existing beach parking facility. The property owner shall request authorization from Collier County to install a gate at the entrance of the Collier County Beach Parking Facility which will be opened and closed by the security personnel for Naples Cay during established beach parking hours. Approval of the development set forth in Section Three B is not contingent upon Collier County agreeing to the installation of a gate at its beach parking facility.

## Exhibit "A"

PROPERTY DESCRIPTION

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## EXHIBIT B TO PLANNED DEVELOPMENT DOCUMENT

**DEVELOPMENT AGREEMENT**

This Agreement is made and entered into by and between **RESORT ACQUISITIONS, INC.**, a Louisiana corporation authorized to transact business in the State of Florida, of 101 LaRue France, Suite 500, Lafayette, Louisiana 70508 (hereinafter, the "Developer"); **JOHN J. RAYMOND, JR.**, as Trustee of the Naples Cay Land Trusts dated July 31, 1986, of **RAYMOND & BAUMEL**, 1200 North Federal Highway, Suite 411, Boca Raton, Florida, 33432 (hereinafter, the "Trustee"); and the **CITY OF NAPLES**, a municipal corporation of the State of Florida (hereinafter, "City").

**W I T N E S S E T H :**

**WHEREAS**, the Trustee's predecessors in title entered into a Development Agreement with the City (the "Development Agreement") for the development and annexation of the properties commonly known as Naples Cay. Execution of the Development Agreement was authorized by Resolution No. 89-5754, which resolution was recorded in Official Records Book 1603, Page 1551, of the Public Records of Collier County, Florida.

**WHEREAS**, over the years some of the parcels of property comprising Naples Cay have been developed by the Trustee's predecessors in title.

**WHEREAS**, the only parcels of property at Naples Cay not already developed, or under development, are the parcels of property commonly known as Parcels 7 and 8 of Naples Cay, which property is described in the legal description (Exhibit "A") attached hereto and incorporated herein by virtue of this reference (hereinafter, the "Property").

**WHEREAS**, the Trustee holds title to the Property.

**WHEREAS**, the Developer is the contract vendee to purchase the Property from the Trustee.

**WHEREAS**, the Trustee and the Developer have requested, and the City has agreed, to extend said Development Agreement for an additional term of five (5) years, subject to the terms and conditions herein described.

**NOW, THEREFORE**, in consideration of the mutual premises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. The above-captioned recitals are true and correct.
2. The Developer, the Trustee and the City are entering into

this Agreement pursuant to the terms of the Florida Local Government Agreement Act (the "Act"), as set forth in Section 163.322, et seq., of the Florida Statutes (1993).

3. The Developer, the Trustee and the City each recognize and acknowledge the benefits that each derives by fixing with certainty the development parameters of the Property based upon the vested development rights of the Trustee and/or the Developer.

4. In order to develop the Property, the City and the Developer have agreed upon alternative land development standards and exceptions to the Court Order and the standards contained in the City's Zoning Ordinance, as set forth in the attached Schedule "3", which by reference is made a part of this Agreement.

5. The City agrees not to place any additional height, density or other restrictions except those already set forth in this Agreement on the Property. The City also recognizes that it is estopped from requiring lower building heights, lower densities or making restrictions other than those already set forth herein. The estoppel is based on the representation by the City that the terms of this Agreement will be the terms regulating development on the Property, the Developer's reliance on the City's actions, the Developer's changing its position in connection with the binding regulations affecting the Property and that such a changed position would be to its detriment if the Developer would not be able to rely on the actions and representations of the City.

6. The standards set forth in this Agreement shall govern development of the Property and any conflicting standard in the City of Naples Zoning Ordinance shall not be applicable.

7. The duration of this Agreement is five (5) years from its effective date, which period of time may be extended as provided in the Act in order to provide to the Developer the assurance and certainty of the development as detailed in this Agreement and as contemplated in the Act, as well as to further the other objective set out in F.S. Section 163.3220(1) through (5) of the Act. By agreeing to the limited time period for this Agreement as set forth in the Act, the Developer is not waiving any of its existing vested rights or rights which may vest in reliance upon this Agreement.

#### FINDINGS AND DETERMINATIONS

The City finds and determines as follows:

8. The Development Agreement will encourage proper use of the Property, assist the City in capital improvement planning and comprehensive planning, promote economic use of the land resources of the City and encourage private participation in the comprehensive planning process.

9. This Agreement is authorized pursuant to applicable Florida Statutes.

(a) The Planning Advisory Board, as the City's local planning agency, held a public hearing on October 12, 1994, pursuant to a notice thereof published in the Naples Daily News, a newspaper of general circulation in Naples and Collier County, Florida, on the 5th day of October, 1994.

(b) The City Council held a public hearing on the 2nd day of November, 1994, pursuant to an advertisement published in the Naples Daily News, a newspaper of general circulation in Naples and Collier County, Florida, on the 26th day of October, 1994.

In addition to the public hearings conducted as required by law, this Agreement was discussed by the City Council of the City of Naples and public input elicited on September 7, 1994, September 12, 1994, and discussed at the Planning Advisory Board on July 13, 1994, and August 10, 1994.

10. 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 adopted Resolution No. 94-7306 on November 2, 1994, authorizing the execution of this Agreement.

11. The development standards permitted on the Property, and maximum height are as provided in the R3-12 Zoning District of the City, however, recognizing that the maximum number of residential units to be built is 199 except as the same may be modified by this Agreement, including the Schedules hereto.

12. The Property is served by the existing public facilities, including City water and sewer systems. Such water and sewer systems have sufficient capacity and level of service available to serve the Property and the Property may be served upon the payment of applicable systems development charges in accordance with the rules and regulations of the City Utility Department. There are adequate other public facilities to serve the Property, including fire protection, transportation and recreational facilities. The adequacy of same and schedule of improvements are addressed in the City's Comprehensive Plan.

13. All local development permits approved or needed to be approved for the development of the Property shall be issued by the City in conformance with the requirements of this Agreement.

14. The development permitted under this Agreement is compatible with existing development in the area and is consistent with the goals, objectives and policies of the City's Comprehensive Plan and the City's land development regulations, other than vested rights which may be inconsistent.

15. The conditions, terms, restrictions and requirements contained in this Agreement for the protection of the public health, safety and welfare of the citizens of Naples shall be binding on the Developer and the City.

16. Except where inconsistent with the purposes and provisions of this Agreement, any failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the Developer of the necessity of complying with all other applicable city, state and federal laws governing the said permitting requirements, conditions, terms and restrictions.

17. The City agrees not to place any height restrictions other than those set forth in Schedule "3", on the Property.

18. The City has determined that there are no conditions which would cause the Property to be currently identified as an "Area of Public Concern" and the proposed uses and development set forth herein would not, in and of itself, cause the Property to be identified as an "Area of Public Concern."

#### PERMITTED DEVELOPMENT

19. All permits issued by the City to the Developer for the Property shall be in conformance with the uses as provided in this Agreement.

20. Attached to and by reference made a part of Schedule "3" and this Agreement is the Conceptual Site Development Plan ("SDP") for the Property which the City hereby approves. If the Developer follows said SDP, there shall be no site plan approval as otherwise required in the Zoning Ordinance.

#### OTHER TERMS AND CONDITIONS

21. The City commits to grant and allow the necessary developmental permissions for the orderly development of the Property to occur, and agrees to amend the City's Future Land Use Map and any other applicable provisions of the Comprehensive Plan during the first Comprehensive Plan amendment cycle to accommodate the development in accordance with this Agreement, together with all other applicable ordinances and regulations of the City of Naples. In the event of conflict between the Agreement and any existing or future ordinance or regulation of the City, this Agreement and the ordinance adopting this Agreement shall prevail and apply. It is the intention hereof that the Developer or its authorized representative shall submit to the City such applications and documentation as required by this Agreement and the annexation ordinance approving this Agreement. The parties agree that the Developer may act in reliance upon this Agreement and to the degree that such action in reliance occurs, the development rights as set forth herein shall deem to be vested in the Developer and its

successors in title to the degree that such vested development rights are recognized to exist in law. Nothing contained herein shall otherwise preclude or inhibit the City from exercising its proper zoning and development review powers for the protection of the public and in accordance with a legitimate exercise of the police power for the protection of the community insofar as the exercise of such powers do not unduly interfere with the vested development rights accruing to the Developer arising from the execution of this Agreement and any action in reliance thereon.

21. This Agreement, which shall become effective immediately, shall be fully assignable, and shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date and year written opposite their signatures.

(Corporate Seal)

RESORT ACQUISITIONS, INC., a Louisiana corporation authorized to transact business in the State of Florida

March 17, 1995

BY: Thomas Becnel  
THOMAS BECNEL, as President

March 20th, 1995

BY: John J. Raymond Jr  
JOHN J. RAYMOND, JR.,  
as Trustee of the Naples  
Cay Land Trusts dated  
July 31, 1986

CITY OF NAPLES, a municipal corporation of the State of Florida

MARCH 14, 1995

BY: Paul W. Muenzer  
PAUL W. MUENZER, Mayor

ATTEST:

Janet Cason  
JANET CASON, Clerk

Approved as to form and





**SCHEDULE 3**  
**NAPLES CAY**

**Alternative Land Development Standards  
and Exceptions to City  
of Naples Zoning Ordinance**

The following listed matters are the alternative land development standards for Lots 7 and 8 of Naples Cay and exceptions to the City's Zoning Ordinance and any amendments or successor ordinances thereto:

1. **Density:** Overall density for the project is 124 dwelling units which may be allocated among the parcels at Developer's discretion.
2. **Building Heights:**  
Parcel 7 North: 12 living floors over 2 stories parking;  
Parcel 7 South: 8 living floors over 2 stories parking;  
Parcel 8: 3 living floors over 1 story parking.
3. **Other Permitted Uses:**  
Recreational facilities including non-commercial boat launching facilities;  
Private boat houses and docks on Inner Clam Bay;  
Private or semi-private clubhouse with liquor and food services.
4. **Roadways and Hurricane Evacuation:**  
The streets within Naples Cay are private; therefore, no sidewalks are required. Upon the request of the City, in the event of a hurricane evacuation, the entrance at Gulf Shore Boulevard shall be temporarily opened to permit an additional emergency evacuation route for City residents through the Property to Seagate Drive. If Park Shore Units 2 and 5 are annexed into the City, the City and the Developer agree that any private access to Gulf Shore Boulevard for Naples Cay property owners shall be solely within the discretion of the City of Naples.
5. **Site Development Plan:**  
The Conceptual Site Development Plan which has been approved by the City is attached hereto and incorporated herein by reference as Exhibit "B".
6. Lot 8 of the Property shall be limited to a building height of 30 feet above the established 100-year flood elevation or three (3) living floors, plus appropriate roof line, over ground level parking, whichever is greater, and shall comply with zoning regulations for the R3-12 District.

EXHIBIT A

All that part of Government Lot 1, Section 16, Township 49 South, Range 25 East, Collier County, Florida being more particularly described as follows:

Commencing at the southwest corner of Lot 88 on the north line of Seagate Drive as shown on the plat of Unit One, Seagate Subdivision as recorded in Plat Book 3, page 85, Collier County Public Records, Collier County, Florida; thence along a line lying 70 feet northerly of (as measured at right angles to) and parallel with the south line of said Government Lot 1 and the boundary of that land as described in O.R. Book 246, page 477, Collier County Public Records, Collier County, Florida, South 89°-24'-40" West 488.12 feet to a point on a curve; thence leaving said boundary northwesterly 63.11 feet along the arc of a non-tangential circular curve concave to the southwest, having a radius of 88.00 feet, through a central angle of 41°-05'-33" and being subtended by a chord which bears North 52°-57'-13" West 61.77 feet; thence North 73°-30'-00" West 3.91 feet to the POINT OF BEGINNING of the parcel herein described; thence continue North 73°-30'-00" West 138.12 feet; thence northwesterly 16.25 feet along the arc of a circular curve concave to the northeast, having a radius of 50.00 feet, through a central angle of 18°-37'-11" and being subtended by a chord which bears North 64°-11'-25" West 16.18 feet to a point on said curve and the east line of that land as described in said O.R. Book 246, page 477; thence leaving said curve along a non-tangential line and along said easterly line North 04°-40'-20" West 221.07 feet; thence leaving said line North 59°-00'-00" East 169.39 feet; thence northeasterly 94.68 feet along the arc of a circular curve concave to the northwest, having a radius of 175.00 feet, through a central angle of 31°-00'-00" and being subtended by a chord which bears North 43°-30'-00" East 93.53 feet; thence North 28°-00'-00" East 130.97 feet; thence northeasterly and easterly 107.34 feet along the arc of a circular curve concave to the southeast, having a radius of 100.00 feet, through a central angle of 61°-30'-00" and being subtended by a chord which bears North 58°-45'-00" East 102.26 feet; thence North 89°-30'-00" East 313.56 feet; thence South 13°-00'-00" East 131.04 feet; thence South 04°-00'-00" West 40.00 feet; thence South 23°-30'-00" West 34.00 feet; thence South 48°-00'-00" West 92.00 feet; thence South 37°-00'-00" West 97.00 feet; thence South 64°-00'-00" West 16.00 feet; thence North 89°-15'-00" West 318.00 feet; thence South 45°-00'-00" West 24.00 feet; thence South 16°-30'-00" West 45.00 feet; thence South 05°-00'-00" East 31.68 feet; thence South 89°-24'-40" West 47.18 feet; thence South 04°-40'-20" East 160.86 feet to the Point of Beginning of the parcel herein described; containing 4.58 acres more or less; subject to easements and restrictions of record.

All that part of Government Lot 1, Section 16, Township 49 South, Range 25 East, Collier County, Florida being more particularly described as follows;

Commencing at the southwest corner of Lot 88 on the north line of Seagate Drive as shown on the plat of Unit One, Seagate Subdivision, as recorded in Plat Book 3, page 85, Collier County Public Records, Collier County, Florida; thence along a line lying 70 feet northerly of (as measured at right angles to) and parallel with the south line of said Government Lot 1 and the boundary of that land as described in O.R. Book 246, page 477, Collier County Public Records, Collier County, Florida, South 89°-24'-40" West 112.23 feet to the POINT OF BEGINNING of the parcel herein described; thence along said boundary continue South 89°-24'-40" West 375.89 feet to a point on a curve; thence leaving said boundary northwesterly 63.11 feet along the arc of a non-tangential circular curve concave to the southwest, having a radius of 88.00 feet, through a central angle of 41°-05'-33" and being subtended by a chord which bears North 52°-57'-13" West 61.77 feet; thence North 73°-30'-00" West 3.91 feet; thence North 04°-40'-20" West 160.86 feet; thence North 89°-24'-40" East 440.00 feet; thence South 0°-35'-20" East 199.31 feet to the Point of Beginning of the parcel herein described; containing 1.95 acres more or less; subject to easements and restrictions of record.

SEE CLERK'S FILE FOR  
LARGER SIZE SKETCH

Exhibit B to  
Development Agreement

