

**VIA E-MAIL TRANSMISSION**

January 14, 2016

Ralf Brookes, Esq.  
1217 E. Cape Coral Parkway  
Suite 107  
Cape Coral, Florida 33904  
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Re: ***Estero Council of Community Leaders, Inc., et al. v. Lee County Board of County Commissioners and The Place at Corkscrew, LLC***  
**Settlement Correspondence - Case No. 15-CA-003214**

Dear Ralf:

This correspondence is transmitted to you on behalf of this firm's client, The Place at Corkscrew, LLC and its affiliated companies, and is intended to communicate to your firm's clients, Estero Council of Community Leaders, Inc. and Responsible Growth Management Coalition, Inc., an offer of settlement of the above-referenced litigation. Unlike most offers to settle pending litigation, I need to make it clear to you and your clients that this communication is NOT intended to be confidential and, in fact, our client intends to communicate the contents of this offer, and this correspondence, to third parties unassociated with this litigation.

In consideration for your clients' dismissal of the litigation with prejudice, our client agrees with your clients' desire to have a study completed, by a mutually acceptable consulting firm, which would address residential development designed to be sensitive to wildlife, water quantity/quality, and the environment within the DR/GR district, and would agree to fund such study, up to and including the cost of \$300,000. Other than the payment of funds for the study, our client would exercise no control over the study – this is your clients' study – and would merely pay for it. It would be acceptable to our client should your clients wish to use the proceeds of the funds for payment of your firm's attorney's fees.

The funds shall be placed in a third party escrow account and governed by a mutually acceptable written agreement setting forth the purposes for which the funds can be utilized and how the funds will be distributed. In this regard, we only anticipate one restriction – our client shall not permit any portion of the funds to be used beyond their intended purpose and, other than payment of fees to you, there will be an express prohibition on the funds being placed in the general revenue accounts of the plaintiffs, related parties, or any individuals other than the service providers generating the study. The funds are to be used for a study, not personal enrichment. Our client shall place \$100,000 in an escrow account upon the execution of a settlement agreement, which

shall be completed and executed by February 1, 2016, with the balance of the funds provided in escrow within 14 days of our client obtaining the required permits for the project from the Army Corps of Engineers, US Fish, and Wildlife Service and South Florida Water Management District. Disbursement of funds from the escrow account shall be capped at \$50,000 until the above permits have been obtained.

Our clients arrived at this settlement offer by listening to representatives of the ECCL and RGMC publicly state (at the meeting held on January 8, 2016) that they had no objections to our client's proposed development plan other than the precedent it might set for future development in the DR/GR district. At that meeting, these same representatives heard the comments from April Olsen of the Conservancy of Southwest Florida, which announced the group's non-objection to the development based on the undisputed net benefits associated with the mitigation committed to as part of the development. It should also be noted that the project has been endorsed by Nancy Payton of the Federal Wildlife Federation. This proposal, if accepted, will directly address your clients' stated desire for further evaluation of the future development of the DR/GR district and would allow our client to proceed with the development of a project for which your clients have no real objection other than its impact on the proverbial "trend of development". Conversely, rejection of this offer in my opinion would reveal some type of undisclosed ulterior motive and/or suspect personal animus against our client which, in my opinion, should not be advanced through litigation under Section 163.3215, Florida Statutes.

Neither your clients nor anyone else reading this correspondence should assume for one moment that our client is making this offer because it has concerns about its legal position or that it is worried that the defendants (including the County) will not prevail in this litigation. To the contrary, our client's position is strong, and we hope that you also consider the position we have advanced in our motion to dismiss when you evaluate this offer. Both procedurally, and on the merits, we intend on prevailing, but as your clients are well aware, the economic costs associated with delays from litigation (even when the litigation is successful) require that our clients make this offer to protect their valuable investments to date.

Finally, this offer has a short acceptance window, and shall be deemed withdrawn if not accepted in writing on or before 5:00 p.m. on January 22, 2016. Please also let your clients know that, should the offer not be accepted, our client will diligently defend the lawsuit and reserve all of its rights to protect the important economic interests associated with the zoning approval, which your clients have improperly challenged.

Sincerely,



John K. Shubin, Esq.  
For the Firm

cc: The Place at Corkscrew, LLC