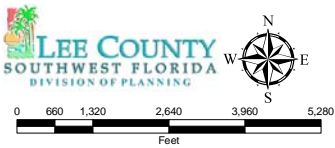
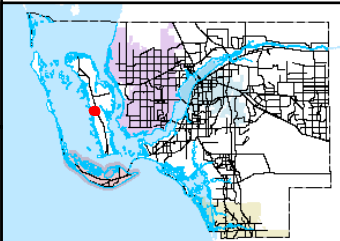


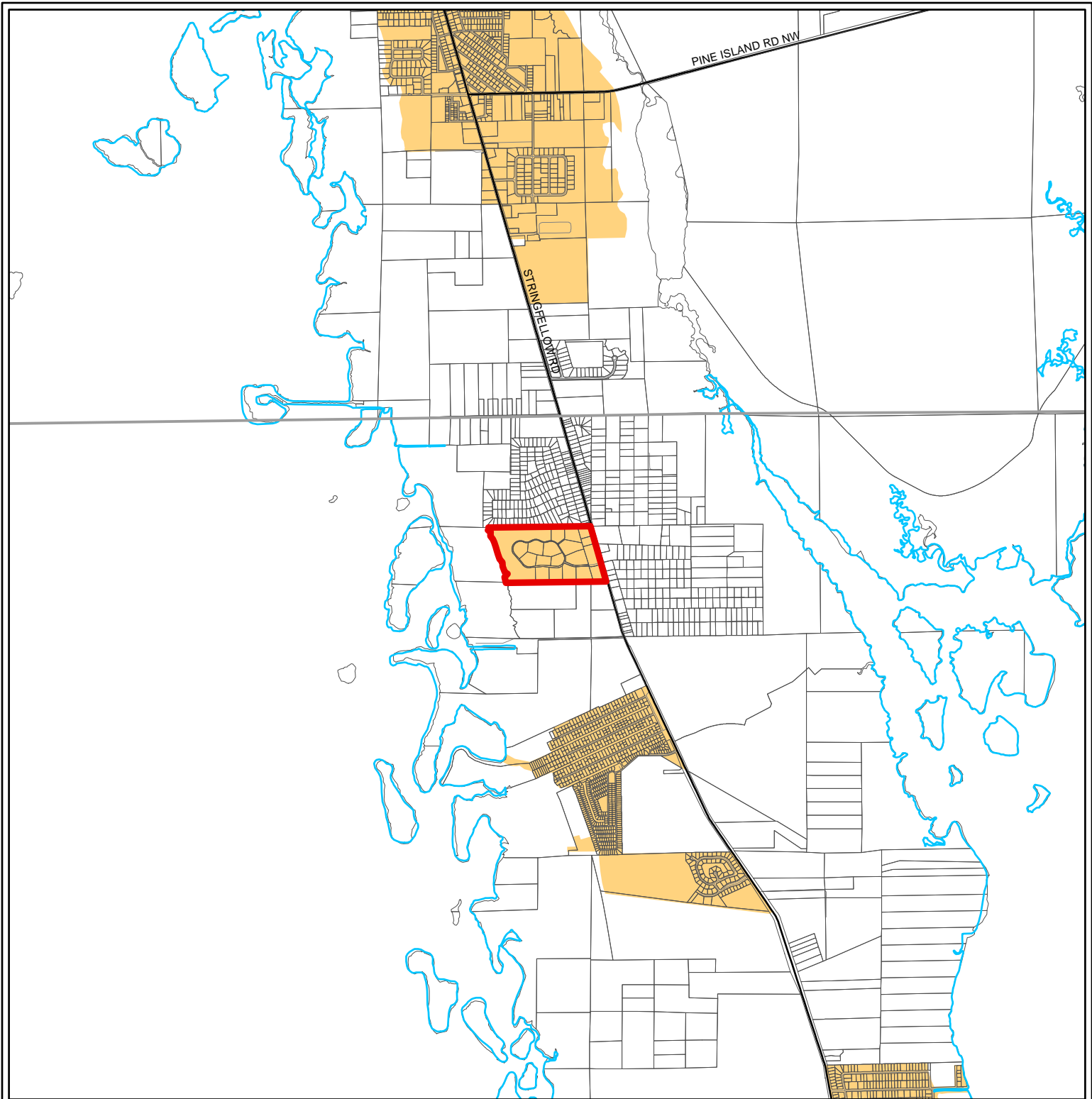
**CPA2010-00004 - VILLAGES OF PINE ISLAND  
EXISTING FUTURE SEWER SERVICE AREA**



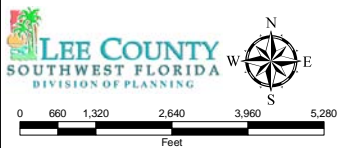
Map Generated February 2011



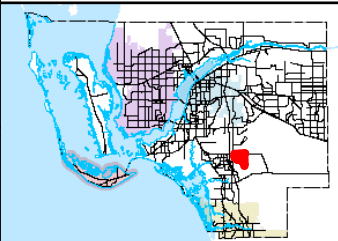
- Future Sewer Service Area
- Subject Property



**CPA2010-00004 - VILLAGES OF PINE ISLAND  
PROPOSED FUTURE SEWER SERVICE AREA**



Map Generated February 2011



- Future Sewer Service Area
- Subject Property

**CPA2010-04**  
**Villages of Pine Island**  
**Amend Future Sewer Service Area Map**

**RECEIVED**  
MAY 24 2011

**COMMUNITY DEVELOPMENT**

**Contents:**

- Original Application & Exhibits
  - Exhibit 1 - Lee County Utilities Future Sewer Service Areas
  - Exhibit 2 - Lee County Future Land Use
  
- Insufficiency Letter - (Dated 08/26/10)
  
- Letter Response to RAI - (Dated 12/22/10)
  - Sanitary Sewer Impact Analysis
  - Lee Plan Discussion
  - Sewer Service Availability Letter
  - Exhibit IV. A.4 - Existing Uses Map
  - Exhibit IV. A.5 - Existing Zoning Map
  - Exhibit IV. A.8 - Aerial Photo Map
  - Legal Description and Sketch
  - Email & Fax - Summary of GPICA Meeting
  
- Staff Report for LPA Hearing

**Original Application & Exhibits**



Lee County Board of County Commissioners
Department of Community Development
Division of Planning
Post Office Box 398
Fort Myers, FL 33902-0398
Telephone: (239) 533-8585
FAX: (239) 485-8319

APPLICATION FOR A
COMPREHENSIVE PLAN AMENDMENT

(To be completed at time of intake)

DATE REC'D \_\_\_\_\_ REC'D BY: \_\_\_\_\_

APPLICATION FEE \_\_\_\_\_ TIDEMARK NO: \_\_\_\_\_

THE FOLLOWING VERIFIED:

Zoning [ ] Commissioner District [ ]

Designation on FLUM [ ]

(To be completed by Planning Staff)

Plan Amendment Cycle: [ ] Normal [ ] Small Scale [ ] DRI [ ] Emergency

Request No: \_\_\_\_\_

APPLICANT PLEASE NOTE:

Answer all questions completely and accurately. Please print or type responses. If additional space is needed, number and attach additional sheets. The total number of sheets in your application is: \_\_\_\_\_

Submit 6 copies of the complete application and amendment support documentation, including maps, to the Lee County Division of Planning. Up to 90 additional copies will be required for Local Planning Agency, Board of County Commissioners hearings and the Department of Community Affairs' packages. Staff will notify the applicant prior to each hearing or mail out.

I, the undersigned owner or authorized representative, hereby submit this application and the attached amendment support documentation. The information and documents provided are complete and accurate to the best of my knowledge.

3/25/10
DATE

[Handwritten Signature]
SIGNATURE OF OWNER OR AUTHORIZED REPRESENTATIVE

**I. APPLICANT/AGENT/OWNER INFORMATION**

Nordic Investment Corp. etal. (see attached exhibit)  
APPLICANT  
6901 Kishwaukee Road  
ADDRESS  
Rockford Illinois 61109  
CITY STATE ZIP  
(239) 263-6000 (239) 263-6757  
TELEPHONE NUMBER FAX NUMBER

John N. Brugger  
AGENT\*  
600 Fifth Avenue South, Suite 207  
ADDRESS  
Naples Florida 34102  
CITY STATE ZIP  
(239) 263-6000 (239) 263-6757  
TELEPHONE NUMBER FAX NUMBER

Nordic Investment Corp. etal. (see attached exhibit)  
OWNER(s) OF RECORD  
6901 Kishwaukee Road  
ADDRESS  
Rockford Illinois 61109  
CITY STATE ZIP  
TELEPHONE NUMBER FAX NUMBER

Name, address and qualification of additional planners, architects, engineers, environmental consultants, and other professionals providing information contained in this application.

Source, Inc. – Timothy E. Pugh, P.E., Vice President; Florida License # 42041  
ENGINEERING CONSULTANT  
1334 Lafayette Street  
ADDRESS  
Cape Coral Florida 33904  
CITY STATE ZIP  
(239) 549-2345 (239) 549-6779  
TELEPHONE NUMBER FAX NUMBER

\* This will be the person contacted for all business relative to the application.

**II. REQUESTED CHANGE (Please see Item 1 for Fee Schedule)**

A. TYPE: (Check appropriate type)

Text Amendment

Future Land Use Map Series Amendment  
(Maps 1 thru 22)

List Number(s) of Map(s) to be amended  
Map 7 – Future Sewer Service Areas

1. Future Land Use Map amendments require the submittal of a complete list, map, and two sets of mailing labels of all property owners and their mailing addresses, for all property within 500 feet of the perimeter of the subject parcel. The list and mailing labels may be obtained from the Property Appraisers office. The map must reference by number or other symbol the names of the surrounding property owners list. The applicant is responsible for the accuracy of the list and map.

At least 15 days before the Local Planning Agency (LPA) hearing, the applicant will be responsible for posting signs on the subject property, supplied by the Division of Planning, indicating the action requested, the date of the LPA hearing, and the case number. An affidavit of compliance with the posting requirements must be submitted to the Division of Planning prior to the LPA hearing. The signs must be maintained until after the final Board adoption hearing when a final decision is rendered.

B. SUMMARY OF REQUEST (Brief explanation):

Request to add the property known as "Villages of Pine Island" to Map 7. This project  
has a valid development order that was amended to provide a connection into the Lee  
County sewer system rather than to construct an individual treatment plant. The map  
amendment must be accomplished to allow Lee County to accept the sewage flow.

**III. PROPERTY SIZE AND LOCATION OF AFFECTED PROPERTY  
(for amendments affecting development potential of property)**

A. Property Location: West side of Stringfellow Rd., 2 ¼ mile south of Pine Island Rd.

1. Site Address: 8379 Stringfellow Road, etal.

2. STRAP(s): Multiple - See Attached Exhibit

B. Property Information

Total Acreage of Property: 76.06± Acres

Total Acreage included in Request: 76.06± Acres

Total Uplands: 76.06± Acres

Total Wetlands: N/A – Wetlands not included in request

Current Zoning: CS-1, & RM-2

Current Future Land Use Designation: Coastal Rural

Area of each Existing Future Land Use Category: Coastal Rural = 76.06± acres

Existing Land Use: Mixed use development under construction - 76.06± acres

C. State if the subject property is located in one of the following areas and if so how does the proposed change effect the area:

*Lehigh Acres Commercial Overlay:* N/A

*Airport Noise Zone 2 or 3:* N/A

*Acquisition Area:* N/A

*Joint Planning Agreement Area (adjoining other jurisdictional lands):* N/A

*Community Redevelopment Area:* N/A

D. Proposed change for the subject property: Allow connection to County sewer system rather than to construct an individual treatment plant.

E. Potential development of the subject property: N/A; No Change to FLUM requested

1. Calculation of maximum allowable development under existing FLUM:

Residential Units/Density N/A

Commercial intensity N/A

Industrial intensity N/A

2. Calculation of maximum allowable development under proposed FLUM:

Residential Units/Density N/A

Commercial intensity N/A

Industrial intensity N/A



#### IV. AMENDMENT SUPPORT DOCUMENTATION

At a minimum, the application shall include the following support data and analysis. These items are based on comprehensive plan amendment submittal requirements of the State of Florida, Department of Community Affairs, and policies contained in the Lee County Comprehensive Plan. Support documentation provided by the applicant will be used by staff as a basis for evaluating this request. To assist in the preparation of amendment packets, the applicant is encouraged to provide all data and analysis electronically. (Please contact the Division of Planning for currently accepted formats)

A. General Information and Maps

*NOTE: For each map submitted, the applicant will be required to provide a reduced map (8.5" x 11") for inclusion in public hearing packets.*

**The following pertains to all proposed amendments that will affect the development potential of properties (unless otherwise specified).**

1. Provide any proposed text changes.
2. Provide a current Future Land Use Map at an appropriate scale showing the boundaries of the subject property, surrounding street network, surrounding designated future land uses, and natural resources.
3. Provide a proposed Future Land Use Map at an appropriate scale showing the boundaries of the subject property, surrounding street network, surrounding designated future land uses, and natural resources.
4. Map and describe existing land *uses* (not designations) of the subject property and surrounding properties. Description should discuss consistency of current uses with the proposed changes.
5. Map and describe existing zoning of the subject property and surrounding properties.
6. The certified legal description(s) and certified sketch of the description for the property subject to the requested change. A metes and bounds legal description must be submitted specifically describing the entire perimeter boundary of the property with accurate bearings and distances for every line. The sketch must be tied to the state plane coordinate system for the Florida West Zone (North America Datum of 1983/1990 Adjustment) with two coordinates, one coordinate being the point of beginning and the other an opposing corner. If the subject property contains wetlands or the proposed amendment includes more than one land use category a metes and bounds legal description, as described above, must be submitted in addition to the perimeter boundary of the property for each wetland or future land use category.

7. A copy of the deed(s) for the property subject to the requested change.
8. An aerial map showing the subject property and surrounding properties.
9. If applicant is not the owner, a letter from the owner of the property authorizing the applicant to represent the owner.

B. Public Facilities Impacts – N/A

*NOTE: The applicant must calculate public facilities impacts based on a maximum development scenario (see Part II.H.).*

1. Traffic Circulation Analysis

The analysis is intended to determine the effect of the land use change on the Financially Feasible Transportation Plan/Map 3A (20-year horizon) and on the Capital Improvements Element (5-year horizon). Toward that end, an applicant must submit the following information:

Long Range – 20-year Horizon:

- a. Working with Planning Division staff, identify the traffic analysis zone (TAZ) or zones that the subject property is in and the socio-economic data forecasts for that zone or zones;
- b. Determine whether the requested change requires a modification to the socio-economic data forecasts for the host zone or zones. The land uses for the proposed change should be expressed in the same format as the socio-economic forecasts (number of units by type/number of employees by type/etc.);
- c. If no modification of the forecasts is required, then no further analysis for the long range horizon is necessary. If modification is required, make the change and provide to Planning Division staff, for forwarding to DOT staff. DOT staff will rerun the FSUTMS model on the current adopted Financially Feasible Plan network and determine whether network modifications are necessary, based on a review of projected roadway conditions within a 3-mile radius of the site;
- d. If no modifications to the network are required, then no further analysis for the long range horizon is necessary. If modifications are necessary, DOT staff will determine the scope and cost of those modifications and the effect on the financial feasibility of the plan;
- e. An inability to accommodate the necessary modifications within the financially feasible limits of the plan will be a basis for denial of the requested land use change;
- f. If the proposal is based on a specific development plan, then the site plan should indicate how facilities from the current adopted Financially Feasible Plan and/or the Official Trafficways Map will be accommodated.

Short Range – 5-year CIP horizon:

- a. Besides the 20-year analysis, for those plan amendment proposals that include a specific and immediated development plan, identify the existing

- roadways serving the site and within a 3-mile radius (indicate laneage, functional classification, current LOS, and LOS standard);
- b. Identify the major road improvements within the 3-mile study area funded through the construction phase in adopted CIP's (County or Cities) and the State's adopted Five-Year Work Program;
    - Projected 2030 LOS under proposed designation (calculate anticipated number of trips and distribution on roadway network, and identify resulting changes to the projected LOS);
  - c. For the five-year horizon, identify the projected roadway conditions (volumes and levels of service) on the roads within the 3-mile study area with the programmed improvements in place, with and without the proposed development project. A methodology meeting with DOT staff prior to submittal is required to reach agreement on the projection methodology;
  - d. Identify the additional improvements needed on the network beyond those programmed in the five-year horizon due to the development proposal.
2. Provide an existing and future conditions analysis for (see Policy 95.1.3):
- a. Sanitary Sewer
  - b. Potable Water
  - c. Surface Water/Drainage Basins
  - d. Parks, Recreation, and Open Space
  - e. Public Schools.

Analysis should include (but is not limited to) the following (see the Lee County Concurrency Management Report):

- Franchise Area, Basin, or District in which the property is located;
- Current LOS, and LOS standard of facilities serving the site;
- Projected 2030 LOS under existing designation;
- Projected 2030 LOS under proposed designation;
- Existing infrastructure, if any, in the immediate area with the potential to serve the subject property.
- Improvements/expansions currently programmed in 5 year CIP, 6-10 year CIP, and long range improvements; and
- Anticipated revisions to the Community Facilities and Services Element and/or Capital Improvements Element (state if these revisions are included in this amendment).
- Provide a letter of service availability from the appropriate utility for sanitary sewer and potable water.

In addition to the above analysis for Potable Water:

- Determine the availability of water supply within the franchise area using the current water use allocation (Consumptive Use Permit) based on the annual average daily withdrawal rate.
- Include the current demand and the projected demand under the existing designation, and the projected demand under the proposed designation.

- Include the availability of treatment facilities and transmission lines for reclaimed water for irrigation.
  - Include any other water conservation measures that will be applied to the site (see Goal 54).
3. Provide a letter from the appropriate agency determining the adequacy/provision of existing/proposed support facilities, including:
    - a. Fire protection with adequate response times;
    - b. Emergency medical service (EMS) provisions;
    - c. Law enforcement;
    - d. Solid Waste;
    - e. Mass Transit; and
    - f. Schools.

*In reference to above, the applicant should supply the responding agency with the information from Section's II and III for their evaluation. This application should include the applicant's correspondence to the responding agency.*

**C. Environmental Impacts – N/A**

Provide an overall analysis of the character of the subject property and surrounding properties, and assess the site's suitability for the proposed use upon the following:

1. A map of the Plant Communities as defined by the Florida Land Use Cover and Classification system (FLUCCS).
2. A map and description of the soils found on the property (identify the source of the information).
3. A topographic map depicting the property boundaries and 100-year flood prone areas indicated (as identified by FEMA).
4. A map delineating the property boundaries on the Flood Insurance Rate Map effective August 2008.
5. A map delineating wetlands, aquifer recharge areas, and rare & unique uplands.
6. A table of plant communities by FLUCCS with the potential to contain species (plant and animal) listed by federal, state or local agencies as endangered, threatened or species of special concern. The table must include the listed species by FLUCCS and the species status (same as FLUCCS map).

**D. Impacts on Historic Resources – N/A**

List all historic resources (including structure, districts, and/or archeologically sensitive areas) and provide an analysis of the proposed change's impact on these resources. The following should be included with the analysis:

1. A map of any historic districts and/or sites, listed on the Florida Master Site File, which are located on the subject property or adjacent properties.
2. A map showing the subject property location on the archeological sensitivity map for Lee County.

E. Internal Consistency with the Lee Plan – N/A

1. Discuss how the proposal affects established Lee County population projections, Table 1(b) (Planning Community Year 2030 Allocations), and the total population capacity of the Lee Plan Future Land Use Map.
2. List all goals and objectives of the Lee Plan that are affected by the proposed amendment. This analysis should include an evaluation of all relevant policies under each goal and objective.
3. Describe how the proposal affects adjacent local governments and their comprehensive plans.
4. List State Policy Plan and Regional Policy Plan goals and policies which are relevant to this plan amendment.

F. Additional Requirements for Specific Future Land Use Amendments – N/A

1. Requests involving Industrial and/or categories targeted by the Lee Plan as employment centers (to or from)
  - a. State whether the site is accessible to arterial roadways, rail lines, and cargo airport terminals,
  - b. Provide data and analysis required by Policy 2.4.4,
  - c. The affect of the proposed change on county's industrial employment goal specifically policy 7.1.4.
2. Requests moving lands from a Non-Urban Area to a Future Urban Area
  - a. Demonstrate why the proposed change does not constitute Urban Sprawl. Indicators of sprawl may include, but are not limited to: low-intensity, low-density, or single-use development; 'leap-frog' type development; radial, strip, isolated or ribbon pattern type development; a failure to protect or conserve natural resources or agricultural land; limited accessibility; the loss of large amounts of functional open space; and the installation of costly and duplicative infrastructure when opportunities for infill and redevelopment exist.
3. Requests involving lands in critical areas for future water supply must be evaluated based on policy 2.4.2.
4. Requests moving lands from Density Reduction/Groundwater Resource must fully address Policy 2.4.3 of the Lee Plan Future Land Use Element.

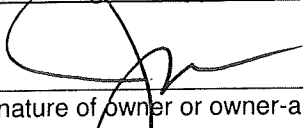
G. Justify the proposed amendment based upon sound planning principles. Be sure to support all conclusions made in this justification with adequate data and analysis.

**Item 1: Fee Schedule**

Map Amendment Flat Fee	\$2,000.00 each
Map Amendment > 20 Acres	\$2,000.00 and \$20.00 per 10 acres
Small Scale Amendment (10 acres or less)	\$1,500.00 each
Text Amendment Flat Fee	\$2,500.00 each

**AFFIDAVIT**

I, John N. Brugger, certify that I am the owner or authorized representative of the property described herein, and that all answers to the questions in this application and any sketches, data, or other supplementary matter attached to and made a part of this application, are honest and true to the best of my knowledge and belief. I also authorize the staff of Lee County Community Development to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made through this application.

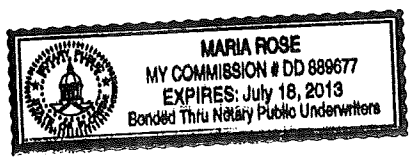

3/25/10  
 \_\_\_\_\_  
 Signature of owner or owner-authorized agent Date


John N. Brugger  
 \_\_\_\_\_  
 Typed or printed name

STATE OF FLORIDA )  
 COUNTY OF LEE )  
                   Collier

The foregoing instrument was certified and subscribed before me this 25<sup>th</sup> day of March ~~19~~ 2010,  
 by John N. Brugger, who is personally known to me, who has produced \_\_\_\_\_ as identification.

(SEAL)



  
 \_\_\_\_\_  
 Signature of notary public  
  
Maria Rose  
 \_\_\_\_\_  
 Printed name of notary public

**Exhibit A**

**Villages of Pine Island Parcels**

Parcel #	STRAP Number	Owner Name	Owner Address
1.	03-45-22-00-00002.004B	Robert B. Smeja, Trustee Jill E. Smeja Gnesda, Trustee Land Trust Agreement 1985-1	6901 Kishwaukee Rd.; Rockford, IL 61109
2.	03-45-22-00-00002.004C	Glenn P. Twigg and Betty Twigg, Tenants in Common	4981 Galt Island Ave.; Saint James City FL 33956
3.	04-45-22-00-00010.1000	Robert B. Smeja, Trustee Jill E. Smeja Gnesda, Trustee Land Trust Agreement 1985-1	6901 Kishwaukee Rd.; Rockford, IL 61109
4.	04-45-22-00-00010.1010	Nordic Investment Corp.	6901 Kishwaukee Rd.; Rockford, IL 61109
5.	04-45-22-00-00010.1020	Nordic Investment Corp.	6901 Kishwaukee Rd.; Rockford, IL 61109
6.	04-45-22-00-00010.1030	Robert B. Smeja, Trustee Jill E. Smeja Gnesda, Trustee Land Trust Agreement 1985-1	6901 Kishwaukee Rd.; Rockford, IL 61109
7.	04-45-22-00-00010.1040	Robert B. Smeja, Trustee Jill E. Smeja Gnesda, Trustee Land Trust Agreement 1985-1	6901 Kishwaukee Rd.; Rockford, IL 61109
8.	04-45-22-00-00010.1050	Nordic Investment Corp.	6901 Kishwaukee Rd.; Rockford, IL 61109
9.	04-45-22-00-00010.1060	Nordic Investment Corp.	6901 Kishwaukee Rd.; Rockford, IL 61109
10.	04-45-22-00-00010.1070	Nordic Investment Corp.	6901 Kishwaukee Rd.; Rockford, IL 61109

The Villages of Pine Island is a mixed use (primarily multi-family residential) development that received its development order approval (DOS 83-07-003.00D) in 1983. The property was rezoned to RM-2 and CS-1 (Z-81-226/226A) in 1981. The property was designated as "Rural" on the original Lee County Future Land Use Map, but was re-designated as "Coastal Rural" by Lee County Ordinance 03-03 (adopted 01/09/2003). The project has been continuing to construct towards a build-out condition based upon the 1983 development order, under the provisions of LDC Sec. 10-115(c).

The original development order approval included private onsite wastewater treatment facilities. Although substantial efforts have already been made to redesign the project to connect the wastewater collection system into the central Lee County Utilities system, rather than to construct the private onsite wastewater treatment facilities, it has been discovered that an amendment to the Lee Plan "Future Sewer Service Areas" Map 7, to depict this property, must be accomplished in order to allow Lee County to accept the sewage flow from this project.



LETTER OF AUTHORIZATION

TO LEE COUNTY COMMUNITY DEVELOPMENT

The undersigned do hereby swear or affirm that they are the fee simple title holders and owners of record of property commonly identified by Lee County STRAP #'s 03-45-22-00-00002.004B, 04-45-22-00-00010.1000, 04-45-22-00-00010.1030, & 04-45-22-00-00010.1040 and legally described in exhibit A attached hereto.

The property described herein is the subject of an application for a comprehensive plan amendment. We hereby designate John N. Brugger, agent as the legal representative of the property and as such, this individual is authorized to legally bind all owners of the property in the course of seeking the necessary approvals related to the comprehensive plan amendment. This authority includes but is not limited to the hiring and authorizing of agents to assist in the preparation of applications, plans, surveys, and studies necessary to obtain a comprehensive plan amendment on the site. This representative will remain the only entity to authorize comprehensive plan amendment activity on the property until such time as a new or amended authorization is delivered to Lee County.

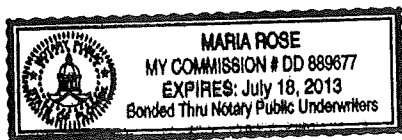
Robert B Smeja
Owner (signature)
Robert B. Smeja, Trustee
Land Trust Agreement 1985-1
Printed Name

Jill E Smeja Gnesda
Owner (signature)
Jill E. Smeja, Trustee
Land Trust Agreement 1985-1
Printed Name

STATE OF FLORIDA
COUNTY OF LEE

Sworn to (or affirmed) and subscribed before me this 25th day of March, 2010, by Robert B Smeja and Jill E. Smeja Gnesda (who is personally known to me or who has produced as identification.

(SEAL)



Notary Public
Maria Rose
(Name typed, printed or stamped)



Prepared by and return to:

INSTR # 6864872  
OR BK 04772 Pgs 0971 - 979; (9pgs)  
RECORDED 06/27/2005 03:54:27 PM  
CHARLIE GREEN, CLERK OF COURT  
LEE COUNTY, FLORIDA  
RECORDING FEE 78.00  
DEED DOC 10,500.00  
DEPUTY CLERK K Cartwright

(a)

Forsyth & Brugger, P.A.  
600 5th Ave. South Suite 207  
Naples, FL 34102  
239-263-6000  
File Number: 2005-053  
Will Call No.:

[Space Above This Line For Recording Data]

## Special Warranty Deed

This Special Warranty Deed made this 22 day of August 2005, Hilton-Pine Island Limited Partnership, a Florida Limited Partnership whose post office address is c/o Caloosa Realty Inc, 931 Cape Coral Parkway E., Cape Coral, FL 33904 hereinafter called the grantor, and Robert B. Smeja and Jill E. Smeja Gnesda, as Trustees under Land Trust Agreement 1985-1 whose post office address is 6901 Kishwaukee Road, Rockford, IL 61109, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth**, that said grantors, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantees heirs and assigns forever, the following described land, situate, lying and being in Lee County, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

Parcel I.D. # 04-45-22-00-00010.1000  
# 04-45-22-00-00010.1040

The Grantee, as trustee, has the full power and authority to protect, conserve, sell, convey, lease, encumber, and to otherwise manage and dispose of said real property pursuant to F.S. 689.071.

The subject land being conveyed is Vacant Land.

Full power and authority is hereby granted to Trustees to improve, subdivide, protect, conserve, sell, lease, encumber and otherwise manage and dispose of the property or any part thereof and to deal with the property and every part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to convey either with or without consideration, to convey the property or any part thereof to a successor or successors in trust and to grant such successor or successors in trust of all the title, estate, powers and authorities vested in the Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber the property, or any part thereof, to lease the property or any part thereof, from time to time, in possession or reversion, by leases to commence in present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or in any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange the property, or any part thereof, for other real or

personal property, to submit the property to condominium, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to the Property or any part thereof, and to deal with the property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with the property shall be as Trustees of an express trust and not individually and the Trustee shall have no obligation or indebtedness except only so far as the trust property in the actual possession of the Trustees shall be applicable for the payment and discharge thereof; and it shall be expressly understood that any representations, warranties, covenants, undertakings and agreements hereinafter made on the part of the Trustese, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of the Trustees, are nevertheless made and intended not as personal representations, warranties, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding the Trustees personally, but are made and intended for the purpose of binding only the trust property specifically described herein; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Trustee individually on account of any instrument executed by or on account of any representation, warranty, covenant, undertaking or agreement of the Trustee, either expressed or implied, all such personal liability, if any, being expressly waived and released and all persons and incorporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

In no case shall any party dealing with the Trustee in relation to the property, or to whom the property or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by the Trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on the property, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustee, or be obliged or privileged to inquire into any of the terms of the trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by the Trustee in relation to the property shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of delivery thereof the trust created by this Deed and by the trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Deed and in the trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that the Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each beneficiary under the trust agreement hereunder and of all persons claiming under them or any of them shall be only in the possession, earnings, avails and proceeds arising from the sale or other disposition of the property, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable in or to the real estate as such, but only as interest in the possession, earnings, avails and proceeds thereof as aforesaid.

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.


**To Have and to Hold**, the same in fee simple forever.


**And** the grantors hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

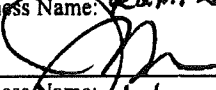
**In Witness Whereof**, grantors have hereunto set grantors' hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:

Hilton-Pine Island Limited Partnership  
By Hilton Investment Corporation,  
Its General Partner,  
By Daniel Greene, President of Hilton  
Investment Corporation, General Partner

  
Witness Name: Camille Cabral


  
Daniel Greene, President

  
Witness Name: John N. Brugger

State of Florida  
County of Lee

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of July, 2005 by Daniel Greene, as Trustee, who  is personally known or  has produced a driver's license as identification.

[Notary Seal]

  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

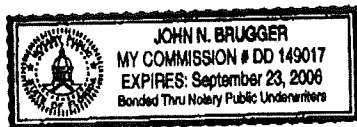


Exhibit "A"

SITUATED IN LEE COUNTY, FLORIDA

A parcel of land lying in the Southwest Quarter of Section 3, Township 45 South, Range 22 East, lying west of Pine Island Boulevard, being more particularly described as follows:

FROM the Southwest corner of Section 3, Township 45 South, Range 22 East, run Northerly along the westerly line of said Section 3 N 00°23'20" E for 1353.31 feet to the Point of Beginning. From said Point of Beginning continue northerly along said westerly line of Section 3 N 00°23'20" E for 1312.23 feet to the westerly right-of-way line of Pine Island Boulevard (66 feet wide); thence run along said westerly right-of-way line S 15°56'10" E for 1359.97 feet; thence run S 89°19'35" W for 382.33 feet to the Point of Beginning. AND

All of that part of the Southeast Quarter of Section 4, Township 45 South, Range 22 East, being more particularly described as follows:

From the southeast corner of said Section 4, Township 45 South, Range 22 East, run north along the east line of said Section 4 N 00°23'20" E for 1353.31 feet to the Point of Beginning of the herein described property. From said Point of Beginning run S 89°19'35" W to the waters of Lower 35 Bay (a branch of Pine Island Sound); thence run northwesterly along said waters to a point where the east-west quarter section line of said Section 4 intersects said waters; thence run easterly along said quarter section line N 89°14'40" E to the westerly right-of-way line of Pine Island Boulevard (66 feet wide); thence run southerly along said right-of-way line S 15°56'10" E for 46.00 feet to the easterly line of said Section 4; thence run along said easterly section line S 00°23'20" W 1312.23 feet to the Point of Beginning.

Less and except Parcels "A", "B", "C", "D" and "P"

EXHIBIT "A" CONTINUED

PARCEL "B"  
IN PART OF THE SE-1/4 OF SECTION 4  
AND  
PART OF THE SW-1/4 OF SECTION 3, T. 45 S., R. 22 E.  
PINE ISLAND, LEE COUNTY, FLORIDA

A parcel of land being part of the southeast quarter (SE-1/4) of Section 4, Township 45 South, Range 22 East and part of the southwest quarter (SW-1/4) of Section 3, Township 45 South, Range 22 East, Pine Island, Lee County, Florida being more particularly described as follows:

From a concrete monument marking the southwest corner of said Section 3 run northerly along the division line between said Section 3 and said Section 4, N 00° 21' 20" E for 1353.31 feet; thence run N 89° 19' 35" E for 61.43 feet to the Point of Beginning.

From said Point of Beginning run S 89° 19' 35" W for 421.28 feet; thence run N 00° 40' 25" W for 370.22 feet to a point on a 197.00 feet radius curve to the left; thence run along the arc of said curve (chord bearing S 82° 08' 39" E) (chord 34.50 feet) (delta 04° 58' 48") for 34.51 feet to a point of tangency; thence run N 89° 21' 37" E for 266.87 feet to a point of curvature; thence run along the arc of a 25.00 feet radius curve to the right (chord bearing S 74° 18' 01" E) (chord 19.49 feet) (delta 32° 40' 44") for 19.96 feet; thence run S 15° 36' 10" E for 376.26 feet to the Point of Beginning.

Bearings mentioned are Plane Coordinates for the Florida Meridian.

EXHIBIT "A" CONTINUED

PARCEL "A"  
 PARCEL IN THE SE-1/4 OF SECTION 4, T. 45 S., R. 22 E.  
 PINE ISLAND, LEE COUNTY, FLORIDA

A parcel of land being part of the southeast quarter (SE-1/4) of section 4, Township 45 South, Range 22 East, Pine Island, Lee County, Florida being more particularly described as follows:

From a concrete monument marking the southwest corner of Section 3, Township 45 South, Range 22 East run northerly along the division line between said Section 3 and said Section 4, N 00° 23' 20" E for 1353.31 feet; thence run N 89° 19' 35" E for 61.43 feet; thence run N 15° 56' 10" W for 176.26 feet to a point on a curve; thence run along the arc of a curve to the left of radius 35.00 feet (chord bearing N 74° 18' 01" W) (chord 19.63 feet) (delta 32° 40' 44") for 19.96 feet to a point of tangency; thence run S 89° 21' 37" W for 368.87 feet to a point of curvature; thence run along the arc of a curve to the right of radius 397.00 feet (chord bearing N 88° 08' 59" W) (chord 34.50 feet) (delta 04° 58' 48") for 34.51 feet to the Point of Beginning. From said Point of Beginning run S 00° 40' 25" E for 370.22 feet; thence S 89° 19' 35" W for 330.00 feet; thence run W 00° 40' 25" N for 412.42 feet to a point on a curve; thence run along the arc of a curve to the left of radius 211.00 feet (chord bearing N 43° 43' 21" E) (chord 50.66 feet) (delta 13° 47' 27") for 50.79 feet to a point of reverse curvature; thence run along the arc of a curve to the right of radius 35.00 feet (chord bearing N 75° 07' 42" E) (chord 43.39 feet) (delta 76° 36' 09") for 46.79 feet to a point of tangency; thence run S 66° 34' 14" E for 137.00 feet to a point of curvature; thence run along the arc of a curve to the left of radius 397.00 feet (chord bearing S 76° 06' 54" E) (chord 131.66 feet) (delta 19° 05' 21") for 132.27 feet to the Point of Beginning.

Bearings are Plane Coordinates for the Florida West Zone.

EXHIBIT "A" CONTINUED

PARCEL "C"  
PART OF THE SE-1/4  
SECTION 4, T. 45 S., R. 22 E.  
PINE ISLAND, LEE COUNTY, FLORIDA

A tract or parcel of land being part of the southeast quarter (SE-1/4) of Section 4, Township 45 South, Range 22 East, Pine Island, Lee County, Florida being more particularly described as follows:

From a concrete monument marking the southeast corner of said Section 4 run N 00° 21' 20" E along the east line of said Section 4 for 1353.31 feet; thence run S 89° 19' 35" W for 751.27 feet to the Point of Beginning.

From said Point of Beginning continue S 89° 19' 35" W for 339.68 feet; thence run N 00° 40' 25" W for 384.05 feet; thence run S 85° 12' 00" E for 178.42 feet to a point of curvature; thence run along the arc of a curve to the left of radius 211.00 feet (chord bearing N 72° 42' 32" E) (chord 158.71 feet) (delta 44° 10' 35") for 162.71 feet; thence run S 00° 40' 25" E for 412.42 feet to the Point of Beginning.

Bearings hereinabove mentioned are Plane Coordinates for the Florida West Zone.

PARCEL "D"  
PART OF THE SE-1/4  
SECTION 4, T. 45 S., R. 22 E.  
PINE ISLAND, LEE COUNTY, FLORIDA

A tract or parcel of land being part of the southeast quarter (SE-1/4) of Section 4, Township 45 South, Range 22 East, Pine Island, Lee County, Florida being more particularly described as follows:

From a concrete monument marking the southeast corner of said Section 4 run N 00° 21' 20" E along the east line of said Section 4 for 1353.31 feet; thence run S 89° 19' 35" W for 1080.98 feet to the Point of Beginning.

From said Point of Beginning continue S 89° 19' 35" W for 330.00 feet; thence run N 00° 40' 25" W for 377.11 feet; thence run N 81° 05' 37" E for 139.37 feet to a point of curvature; thence run along the arc of a curve to the right of radius 189.00 feet (chord bearing N 87° 56' 59" E) (chord 45.09 feet) (delta 17° 42' 03") for 45.20 feet to a point of tangency; thence run S 85° 12' 00" E for 147.67 feet; thence run E 00° 40' 25" E for 284.05 feet to the Point of Beginning.

Bearings hereinabove mentioned are Plane Coordinates for the Florida West Zone.



EXHIBIT "A" CONTINUED

PARCEL "B"  
PARCEL IN THE SE-1/4 OF SECTION 4, T. 45 S., R. 22 E.  
PINA ISLAND, LEE COUNTY, FLORIDA

A parcel of land lying in the southeast quarter (SE-1/4) of Section 4, Township 45 South, Range 22 East, Pina Island, Lee County, Florida being more particularly described as follows:

From a concrete monument marking the southwest corner of Section 3, Township 45 South, Range 22 East run northerly along the division line between said Section 3 and said Section 4, N 00° 23' 20" E for 1353.31 feet; thence run N 88° 18' 35" E for 61.43 feet; thence run N 15° 56' 10" W for 447.38 to the Point of Beginning.

From said Point of Beginning run along a curve to the right of radius 35.00 feet (chord bearing S 52° 17' 35" W) (chord 30.92 feet) (delta 52° 25' 13") for 32.02 feet to a point of tangency; thence run S 89° 21' 37" W for 244.28 feet to a point of curvature; thence run along the arc of a curve to the right of radius 353.00 feet (chord bearing N 78° 38' 19" W) (chord 147.20 feet) (delta 24° 04' 09") for 148.29 feet to a point of tangency; thence run N 66° 34' 14" W for 107.00 feet to a point of curvature; thence run along the arc of a curve to the right of radius 35.00 feet (chord bearing N 28° 16' 10" W) (chord 43.39 feet) (delta 76° 36' 09") for 46.78 feet to a point of reverse curvature; thence run along the arc of a curve to the left of radius 211.00 feet (chord bearing N 05° 43' 10" W) (chord 114.56 feet) (delta 31° 30' 09") for 118.01 feet; thence run the following courses: N 68° 31' 48" E for 320.16 feet, N. 74° 02' 50" E for 171.38 feet, S 15° 56' 10" E for 392.87 feet to the Point of Beginning.

Bearings hereinabove mentioned are Plane Coordinates for the Florida West Zone.

Also less and except:

EXHIBIT "A" CONTINUED

Part of the SE 1/4 of Section 4 and the SW 1/4 of Section 3, Township 45 South, Range 22 East, Pine Island, Lee County, Florida

Part of the Southeast Quarter (SE 1/4) of Section 4, Township 45 South, Range 22, East, and part of the Southwest Quarter (SW 1/4) of Section 3, Township 45 South, Range 22, East, being more particularly described as follows:

Commence at the Southwest corner of said Section 3 and run Northerly along the division line between Section 3 and Section 4, Township 45 South, Range 22 East, N. 00 degrees 23 minutes 20 seconds E. for 1,357.31 feet; thence run N. 89 degrees 19 minutes 35 seconds E. for 382.33 feet to the Westerly right-of-way line of Pine Island Boulevard (66 feet wide) and the Point of Beginning of the herein described parcel.

From said Point of Beginning run S. 89 degrees 19 minutes 35 seconds W. for 320.90 feet; thence run N. 15 degrees 56 minutes 10" W. parallel with the Westerly line of Pine Island Boulevard for 1,408.11 feet to the East-West Quarter Section line of said Section 4; thence run N. 89 degrees 14 minutes 40 seconds E. along the aforesaid quarter section line for 321.474 feet to the Westerly line of Pine Island Boulevard (66 feet wide); thence run along said right-of-way line S. 15 degrees 56 minutes 10 seconds for 1,405.97 to the Point of Beginning. EXCEPT that certain roadway easement described as follows:

Part of the Southeast Quarter (SE 1/4) of Section 4 and part of the Southwest Quarter (SW 1/4) of Section 3, Township 45 South, Range 22 East, Pine Island, Lee County, Florida.

From a concrete monument marking the southwest corner of said Section 3 run Northerly along the division line between said Section 3 and said Section 4, N. 00 degrees 23 minutes 20 seconds E. for 1,353.31 feet; thence run N. 89 degrees 19 minutes 35 seconds E. for 61.43 feet; thence run N. 15 degrees 56 minutes 10 seconds W. for 376.26 feet to the Point of Beginning.

From said Point of Beginning continue N. 15 degrees 56 minutes 10 seconds W. for 71.32 feet; thence run S. 82 degrees 03 minutes 45 seconds E. for 62.08 feet; thence run N. 89 degrees 21 minutes 37 seconds E. for 22.92 feet to a point of curvature; thence run along the arc of a curve to the left of radius 193.00 feet (chord bearing N. 81 degrees 42 minutes 44 seconds E.) (chord 51.37 feet) (delta 15 degrees 17 minutes 47 seconds) for 51.53 feet to a point of tangency; thence run N. 74 degrees 03 minutes 50 seconds E. for 131.79 feet to a point of curvature; thence run along the arc of a curve to the left of radius 50.00 feet (chord bearing N. 57 degrees 02 minutes 10 seconds E.) (chord 29.28 feet) (delta 34 degrees 03 minutes 21 seconds) for 29.72 feet to the Southwesterly line of Pine Island Boulevard (S.R. 767) being 33.00 feet from the centerline (as measured on a perpendicular); thence run along said Southwesterly line S. 15 degrees 56 minutes 10 seconds E. for 81.16 feet to a point on a curve; thence run along the arc of a curve to the left of radius 50.00 feet (chord bearing N. 88 degrees 54 minutes 30 seconds W.) (chord 29.28 feet) (delta 34 degrees 03 minutes 21 seconds) for 29.72 feet to a point of tangency; thence run S. 74 degrees 03 minutes 50 seconds W. for 131.79 feet to a point of curvature; thence run along the arc of a curve to the right of radius 257.00 feet (chord bearing S. 81 degrees 42 minutes 43 seconds W.) (chord 68.41 feet) (delta 15 degrees 17 minutes 47 seconds) for 68.61 feet to a point of tangency; thence run N. 86 degrees 44 minutes 38 seconds W. for 65.64 feet to the Point of Beginning.

Bearings are Plane Coordinate for the Florida West Zone.



Prepared by and return to:

Forsyth & Brugger, P.A.  
600 5th Ave. South Suite 207  
Naples, FL 34102  
239-263-6000  
File Number: 2005-053  
Will Call No.:

INSTR # 6714677  
OR BK 04646 Pgs 0436 - 440; (5pgs)  
RECORDED 03/30/2005 01:49:17 PM  
CHARLIE GREEN, CLERK OF COURT  
LEE COUNTY, FLORIDA  
RECORDING FEE 44.00  
DEED DOC 4,337.90  
DEPUTY CLERK P Haywood

[Space Above This Line For Recording Data]

## Trustee's Deed

This Trustee's Deed made this 22 day of Feb, 2005, Robert Lindahl, Trustee of the F.B.L. Land Trust, under Trust Dated 4/21/97, whose post office address is 1505 S. E. 40<sup>th</sup> Street, Cape Coral, Florida 33904, grantor, and Robert B. Smeja and Jill E. Smeja Gnesda, as Trustees under Land Trust Agreement 1985-1 whose post office address is 6901 Kishwaukee Road, Rockford, IL 61109, grantee:

(5)

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth**, that said grantors, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantees heirs and assigns forever, the following described land, situate, lying and being in Lee County, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

Parcel I.D. # 03-45-22-00-00002.004B

The Grantee, as trustee, has the full power and authority to protect, conserve, sell, convey, lease, encumber, and to otherwise manage and dispose of said real property pursuant to F.S. 689.071.

The subject land being conveyed is Vacant Land.

Full power and authority is hereby granted to Trustees to improve, subdivide, protect, conserve, sell, lease, encumber and otherwise manage and dispose of the property or any part thereof and to deal with the property and every part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to convey either with or without consideration, to convey the property or any part thereof to a successor or successors in trust and to grant such successor or successors in trust of all the title, estate, powers and authorities vested in the Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber the property, or any part thereof, to lease the property or any part thereof, from time to time, in possession or reversion, by leases to commence in present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or in any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange the property, or any part thereof, for other real or personal property, to submit the property to condominium, to grant easements or

charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to the Property or any part thereof, and to deal with the property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with the property shall be as Trustees of an express trust and not individually and the Trustee shall have no obligation or indebtedness except only so far as the trust property in the actual possession of the Trustees shall be applicable for the payment and discharge thereof; and it shall be expressly understood that any representations, warranties, covenants, undertakings and agreements hereinafter made on the part of the Trustee, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of the Trustees, are nevertheless made and intended not as personal representations, warranties, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding the Trustees personally, but are made and intended for the purpose of binding only the trust property specifically described herein; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Trustee individually on account of any instrument executed by or on account of any representation, warranty, covenant, undertaking or agreement of the Trustee, either expressed or implied, all such personal liability, if any, being expressly waived and released and all persons and incorporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

In no case shall any party dealing with the Trustee in relation to the property, or to whom the property or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by the Trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on the property, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustee, or be obliged or privileged to inquire into any of the terms of the trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by the Trustee in relation to the property shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of delivery thereof the trust created by this Deed and by the trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Deed and in the trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that the Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each beneficiary under the trust agreement hereunder and of all persons claiming under them or any of them shall be only in the possession, earnings, avails and proceeds arising from the sale or other disposition of the property, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable in or to the real estate as such, but only as interest in the possession, earnings, avails and proceeds thereof as aforesaid.

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold**, the same in fee simple forever.

**And** the grantors hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

**In Witness Whereof**, grantors have hereunto set grantors' hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:

Robert Lindahl, Trustee of the F.B.L.  
Land Trust, under Trust Dated 4/21/97

[Signature]  
Witness Name: KEITH MITCHELL  
[Signature]  
Witness Name: DENISE HOLDEN

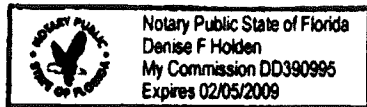
[Signature]

State of Florida  
County of Lee

The foregoing instrument was acknowledged before me this 22 day of Feb, 2005 by Robert Lindahl, as Trustee, who  is personally known or  has produced a driver's license as identification.

[Signature]

[Notary Seal]



Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**SCANNER'S MEMO**  
Best Image Available

Exhibit "A"

Part of the SE 1/4 of Section 4 and the SW 1/4 of Section 3, Township 45 South, Range 22 East, Pine Island, Lee County, Florida

Part of the Southeast Quarter (SE 1/4) of Section 4, Township 45 South, Range 22, East, and part of the Southwest Quarter (SW 1/4) of Section 3, Township 45 South, Range 22, East, being more particularly described as follows:

Commence at the Southwest corner of said Section 3 and run Northerly along the division line between Section 3 and Section 4, Township 45 South, Range 22 East, N. 00 degrees 23 minutes 20 seconds E. for 1,353.31 feet; thence run N. 89 degrees 19 minutes 35 seconds E. for 382.33 feet to the Westerly right-of-way line of Pine Island Boulevard (66 feet wide) and the Point of Beginning of the herein described parcel.

From said Point of Beginning run S. 89 degrees 19 minutes 35 seconds W. for 320.90 feet; thence run N. 15 degrees 56 minutes 10" W. parallel with the Westerly line of Pine Island Boulevard for 1,408.11 feet to the East-West Quarter Section line of said Section 4; thence run N. 89 degrees 14 minutes 40 seconds E. along the aforesaid quarter section line for 321.474 feet to the Westerly line of Pine Island Boulevard (66 feet wide); thence run along said right-of-way line S. 15 degrees 56 minutes 10 seconds for 1,405.97 to the Point of Beginning, EXCEPT that certain roadway easement described as follows:

Part of the Southeast Quarter (SE 1/4) of Section 4 and part of the Southwest Quarter (SW 1/4) of Section 3, Township 45 South, Range 22 East, Pine Island, Lee County, Florida.

From a concrete monument marking the southwest corner of said Section 3 run Northerly along the division line between said Section 3 and said Section 4, N. 00 degrees 23 minutes 20 seconds E. for 1,353.31 feet; thence run N. 89 degrees 19 minutes 35 seconds E. for 61.43 feet; thence run N. 15 degrees 56 minutes 10 seconds W. for 376.26 feet to the Point of Beginning.

From said Point of Beginning continue N. 15 degrees 56 minutes 10 seconds W. for 71.32 feet; thence run S. 82 degrees 03 minutes 45 seconds E. for 62.08 feet; thence run N. 89 degrees 21 minutes 37 seconds E. for 22.92 feet to a point of curvature; thence run along the arc of a curve to the left of radius 193.00 feet (chord bearing N. 81 degrees 42 minutes 44 seconds E.) (chord 51.37 feet) (delta 15 degrees 17 minutes 47 seconds) for 51.53 feet to a point of tangency; thence run N. 74 degrees 03 minutes 50 seconds E. for 151.79 feet to a point of curvature; thence run along the arc of a curve to the left of radius 50.00 feet (chord bearing N. 57 degrees 02 minutes 10 seconds E.) (chord 29.28 feet) (delta 34 degrees 03 minutes 21 seconds) for 29.72 feet to the Southwesterly line of Pine Island Boulevard (S.R. 767) being 33.00 feet from the centerline (as measured as a perpendicular); thence run along said Southwesterly line S. 15 degrees 56 minutes 10 seconds E. for 81.16 feet to a point on a curve; thence run along the arc of a curve to the left of radius 50.00 feet (chord bearing N. 88 degrees 54 minutes 30 seconds W.) (chord 29.28 feet) (delta 34 degrees 03 minutes 21 seconds) for 29.72 feet to a point of tangency; thence run S. 74 degrees 03 minutes 50 seconds W. for 151.79 feet to a point of curvature; thence run along the arc of a curve to the right of radius 257.00 feet (chord bearing S. 81 degrees 42 minutes 43 seconds W.) (chord 68.41 feet) (delta 15 degrees 17 minutes 47 seconds) for 68.61 feet to a point of tangency; thence run N. 86 degrees 44 minutes 38 seconds W. for 65.64 feet to the Point of Beginning

Bearings are Plane Coordinate for the Florida West Zone.

EXHIBIT "A" CONTINUED

SCANNER'S MEMO  
Best Image Available

ALSO LESS AND EXCEPT:

Situate in the County of Lee, State of Florida:

A parcel of land being part of the Southeast Quarter (SE ¼) of Section 4, Township 45 South, Range 22 East and part of the Southwest Quarter (SW ¼) of Section 3, Township 45 South, Range 22 East, being more particularly described as follows:

From a concrete monument marking the Southwest corner of Section 3 run Northerly along the division line between said Section 3 and said Section 4 North 00° 23' 20" East for 1353.31 feet, thence run North 89° 19' 35" East for 61.43 feet to the Point of Beginning.

From said Point of Beginning run North 15° 56' 10" West for 376.26 feet; thence South 86° 44' 38" East for 65.64 feet to a point of curvature, thence run along the arc of a curve to the left of a radius 257.00 feet (chord bearing North 81° 42' 43" East) (chord 68.41 feet) (delta 15° 17' 47") for 68.61 feet to a point of tangency; thence run North 74° 03' 50" East for 151.79 feet to a point of curvature, thence run along the arc of a curve to the right of a radius of 50.00 feet (chord bearing South 88° 54' 30" East) (chord 29.28 feet) (delta 34° 03' 21") for 29.72 feet to the Westerly right of way of State Road 767, thence South 15° 56' 10" East for 421.48 feet to a concrete monument; thence South 89° 19' 35" West for 320.90 feet to the Point of Beginning.

Prepared by and return to:

Forsyth & Brugger, P.A.  
600 5th Ave. South Suite 207  
Naples, FL 34102  
239-263-6000  
File Number: 2005-053  
Will Call No.:

[Space Above This Line For Recording Data]

## Trustee's Deed

This Trustee's Deed made this \_\_\_ day of \_\_\_\_\_, 2005 between Michael Wilkins, Viscount, Executive Office of the Royal Court of Jersey, as trustee/administrator over Barakot Limited en désastre (a Jersey company, in bankruptcy in Jersey), whose post office address is Royal Court House, Royal Square, St. Helier, Jersey JE1 1JG and John H.C. Lee, as Trustee in bankruptcy for Ian Geoffrey Bell, debtor, pending in the United Kingdom, whose post office address is Horsefields, 8 Manchester Road, BURY, BL9 OED, grantors, and Robert B. Smeja and Jill E. Smeja Gnesda, as Trustees under Land Trust Agreement 1985-1 with full power and authority to either protect, conserve and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the real property described herein whose post office address is 6901 Kishwaukee Road, Rockford, IL 61109, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantors, for and in consideration of the sum TEN DOLLARS (\$10.00) and other good and valuable considerations to said grantors in hand paid by said grantee, the receipt whereof is hereby acknowledged, have granted, bargained, and sold to the said grantee, and grantees heirs and assigns forever, the following described land, situate, lying and being in Lee County, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

Parcel I.D. # 04-45-22-00-00010.1030 and 04-45-22-00-00010.1010 and 04-45-22-00-00010.1020 and 04-45-22-00-00010.1050 and 04-45-22-00-00010.1060

The Grantee, as trustee, has the full power and authority to protect, conserve, sell, convey, lease, encumber, and to otherwise manage and dispose of said real property pursuant to F.S. 689.071.

The land being conveyed is vacant land.

This sale is made pursuant to an Order made in The United States Bankruptcy Court for the Middle District of Florida, Case No. 9:03-bk-15593-ALP, Section 304 and Case Mo. 9:03-bk-22875-ALP, Jointly Administered.

Together with all the tenement, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantors hereby convey and transfer all right, title and interest which the grantors have in and to the land to the grantees.



In Witness Whereof, grantors have hereunto set grantors' hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:

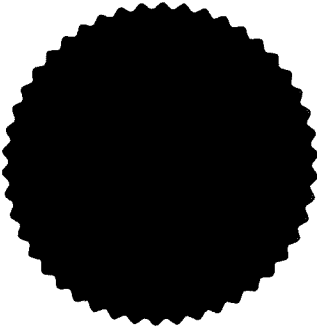
Michael Wilkins, Viscount, Executive Office of the Royal Court of Jersey, as trustee/administrator for Barakot Limited en désastre

[Signature]  
Witness Name: BELINDA JANICE OWE  
[Signature]  
Witness Name: CHRISTINA BLANCHARD

[Signature]

Ward  
State of Jersey  
Town St Helier County of St Helier

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of June, 2005 by Michael Wilkins, who  is personally known or  has produced a driver's license as identification.



Notary Public

Printed Name:

My Commission Expires:

[Signature]  
ROBERT HARMAN  
NOTARY PUBLIC  
12-14 D'ARVILLE  
ST. HELIER, J  
TEL: 01534 780169

WITH LIFE

Signed, sealed and delivered in our presence:

Witness Name: \_\_\_\_\_

Witness Name: \_\_\_\_\_

John H.C. Lee, as Trustee in bankruptcy  
For Ian Geoffrey Bell, debtor, pending in the United Kingdom

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005 by John H. C. Lee,  
who  is personally known or  has produced a driver's license as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

6/16/2005

SCHEDULE "A"

DESCRIPTION

PARCEL "A"  
IN PART OF THE SE-1/4 OF SECTION 4  
AND  
PART OF THE SW-1/4 OF SECTION 3, T. 45 S., R. 22 E.  
PINE ISLAND, LEE COUNTY, FLORIDA

A parcel of land being part of the southeast quarter (SE-1/4) of Section 4, Township 45 South, Range 22 East and part of the southwest quarter (SW-1/4) of Section 3, Township 45 South, Range 22 East, Pine Island, Lee County, Florida being more particularly described as follows:

From a concrete monument marking the southwest corner of said Section 3 run northerly along the division line between said Section 3 and said Section 4, N 00° 23' 20" E for 1353.31 feet; thence run N 89° 19' 35" E for 61.43 feet to the Point of Beginning.

From said Point of Beginning run S 89° 19' 35" W for 421.28 feet; thence run N 00° 40' 25" W for 370.22 feet to a point on a 397.00 foot radius curve to the left; thence run along the arc of said curve (chord bearing S 88° 08' 59" E) (chord 34.50 feet) (delta 04° 58' 48") for ~~34.51 feet to a point of tangency~~; thence run N 89° 21' 37" E for 268.87 feet to a point of curvature; thence run along the arc of a 35.00 foot radius curve to the right (chord bearing S 74° 18' 01" E) (chord 19.69 feet) (delta 32° 40' 44") for 19.96 feet; thence run S 15° 56' 10" E for 376.26 feet to the Point of Beginning.

Containing 3.14 acres more or less.

Bearings mentioned are Plane Coordinate for the Florida West Zone.

PARCEL "B"  
 PARCEL IN THE SE-1/4 OF SECTION 4, T. 45 S., R. 22 E.  
 PINE ISLAND, LEE COUNTY, FLORIDA

A parcel of land being part of the southeast quarter (SE-1/4) of Section 4, Township 45 South, Range 22 East, Pine Island, Lee County, Florida being more particularly described as follows:

From a concrete monument marking the southwest corner of Section 3, Township 45 South, Range 22 East run northerly along the division line between said Section 3 and said Section 4, N 00° 23' 20" E for 1353.31 feet; thence run N 89° 19' 35" E for 61.43 feet; thence run N 15° 56' 10" W for 376.26 feet to a point on a curve; thence run along the arc of a curve to the left of radius 35.00 feet (chord bearing N 74° 18' 01" W) (chord 19.69 feet) (delta 32° 40' 44") for 19.96 feet to a point of tangency; thence run S 89° 21' 37" W for 268.87 feet to a point of curvature; thence run along the arc of a curve to the right of radius 397.00 feet (chord bearing N 88° 08' 59" W) (chord 34.50 feet) (delta 04° 58' 48") for 34.51 feet to the Point of Beginning. From said Point of Beginning run S 00° 40' 25" for 370.22 feet; thence S 89° 19' 35" W for 330.00 feet; thence run N 00° 40' 25" W for 412.42 feet to a point on a curve; thence run along the arc of a curve to the left of radius 211.00 feet (chord bearing N 43° 43' 21" E) (chord 50.66 feet) (delta 13° 47' 27") for 50.79 feet to a point of reverse curvature; thence run along the arc of a curve to the right of radius 35.00 feet (chord bearing N 75° 07' 42" E) (chord 43.39 feet) (delta 76° 36' 09") for 46.79 feet to a point of tangency; thence run S 66° 34' 14" E for 137.00 feet to a point of curvature; thence run along the arc of a curve to the left of radius 397.00 feet (chord bearing S 76° 06' 54" E) (chord 131.66 feet) (delta 19° 05' 21") for 132.27 feet to the Point of Beginning.

Containing 3.15 acres more or less.

Bearings are Plane Coordinate for the Florida West Zone.

PARCEL "C"  
PARCEL OF THE SE-1/4  
SECTION 4, T. 45 S., R. 22 E.  
PINE ISLAND, LEE COUNTY, FLORIDA

A tract or parcel of land being part of the southeast quarter (SE-1/4) of Section 4, Township 45 South, Range 22 East, Pine Island, Lee County, Florida being more particularly described as follows:

From a concrete monument marking the southeast corner of said Section 4 run N 00° 23' 20" E along the east line of said Section 4 for 1353.31 feet; thence run S 89° 19' 35" W for 751.27 feet to the Point of Beginning.

From said Point of Beginning continue S 89° 19' 35" W for 329.68 feet; thence run N 00° 40' 25" W for 384.05 feet; thence run S 85° 12' 00" E for 178.42 feet to a point of curvature; thence run along the arc of a curve to the left of radius 211.00 feet (chord bearing N 72° 42' 32" E) (chord 158.71 feet) (delta 44° 10' 55") for 162.71 feet; thence run S 00° 40' 25" E for 412.42 feet to the Point of Beginning.

Containing 2.85 acres more or less.

Bearings hereinabove mentioned are Plane Coordinate for the Florida West Zone.

PARCEL "D"  
PARCEL OF THE SE-1/4  
SECTION 4, T. 45 S., R. 22 E.  
PINE ISLAND, LEE COUNTY, FLORIDA

A tract or parcel of land being part of the southeast quarter (SE-1/4) of Section 4, Township 45 South, Range 22 East, Pine Island, Lee County, Florida being more particularly described as follows:

From a concrete monument marking the southeast corner of said Section 4 run N 00° 23' 20" E along the east line of said Section 4 for 1353.31 feet; thence run S 89° 19' 35" W for 1080.96 feet to the Point of Beginning.

From said Point of Beginning continue S 89° 19' 35" W for 330.00 feet; thence run N 00° 40' 25" W for 377.11 feet; thence run N 81° 05' 57" E for 139.37 feet to a point of curvature; thence run along the arc of a curve to the right of radius 189.00 feet (chord bearing N 87° 56' 59" E) (chord 45.09 feet) (delta 13° 42' 03") for 45.20 feet to a point of tangency; thence run S 85° 12' 00" E for 147.67 feet; thence run S 00° 40' 25" E for 384.05 feet to the Point of Beginning.

Containing 2.96 acres more or less.

Bearings hereinabove mentioned are Plane Coordinate for the Florida West Zone.

PARCEL "P"  
PARCEL IN THE SE-1/4 OF SECTION 4, T. 45 S., R. 22 E.  
PINE ISLAND, LEE COUNTY, FLORIDA

A parcel of land lying in the southeast quarter (SE-1/4) of Section 4, Township 45 South, Range 22 East, Pine Island, Lee County, Florida being more particularly described as follows:

From a concrete monument marking the southwest corner of Section 3, Township 45 South, Range 22 East run northerly along the division line between said Section 3 and said Section 4, N 00° 23' 20" E for 1353.31 feet; thence run N 89° 19' 35" E for 61.43 feet; thence run N 15° 56' 10" W for 447.58 to the Point of Beginning.

From said Point of Beginning run along a curve to the right of radius 35.00 feet (chord bearing S 52° 17' 55" W) (chord 30.92 feet) (delta 52° 25' 13") for 32.02 feet to a point of tangency; thence run S 89° 21' 37" W for 244.28 feet to a point of curvature; thence run along the arc of a curve to the right of radius 353.00 feet (chord bearing N 78° 36' 19" W) (chord 147.20 feet) (delta 24° 04' 09") for 148.29 feet to a point of tangency; thence run N 66° 34' 14" W for 137.00 feet to a point of curvature; thence run along the arc of a curve to the right of radius 35.00 feet (chord bearing N 28° 16' 10" W) (chord 43.39 feet) (delta 76° 36' 09") for 46.79 feet to a point of reverse curvature; thence run along the arc of a curve to the left of radius 211.00 feet (chord bearing N 05° 43' 10" W) (chord 114.56 feet) (delta 31° 30' 09") for 116.01 feet; thence run the following courses: N 68° 31' 46" E for 320.26 feet, N. 74° 03' 50" E for 171.38 feet, S 15° 56' 10" E for 392.87 feet to the Point of Beginning.

Containing 3.65 acres more or less.

Bearings hereinabove mentioned are Plane Coordinate for the Florida West Zone.

LETTER OF AUTHORIZATION

TO LEE COUNTY COMMUNITY DEVELOPMENT

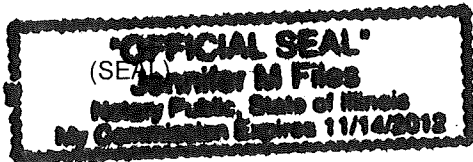
The undersigned do hereby swear or affirm that they are the fee simple title holders and owners of record of property commonly identified by Lee County STRAP #'s 04-45-22-00-00010.1010, 04-45-22-00-00010.1020, 04-45-22-00-00010.1050, 04-45-22-00-00010.1060, & 04-45-22-00-00010.1070 and legally described in exhibit A attached hereto.

The property described herein is the subject of an application for a comprehensive plan amendment. We hereby designate John N. Brugger, agent as the legal representative of the property and as such, this individual is authorized to legally bind all owners of the property in the course of seeking the necessary approvals related to the comprehensive plan amendment. This authority includes but is not limited to the hiring and authorizing of agents to assist in the preparation of applications, plans, surveys, and studies necessary to obtain a comprehensive plan amendment on the site. This representative will remain the only entity to authorize comprehensive plan amendment activity on the property until such time as a new or amended authorization is delivered to Lee County.

James Smeja, Pres. (signature)
Owner (signature)
James Smeja, President
Nordic Investment Corp.
Printed Name

IL
STATE OF FLORIDA
COUNTY OF LEE - WINNEBAGO

Sworn to (or affirmed) and subscribed before me this 1 day of April, 2010, by James Smeja, who is personally known to me or who has produced WI Drivers License as identification.



Jennifer Files (signature)
Notary Public
Jennifer Files
(Name typed, printed or stamped)



Prepared by and return to:

John Brugger  
Attorney at Law  
Forsyth & Brugger, P.A.  
600 5th Ave. South Suite 207  
Naples, FL 34102  
239-263-6000

File Number:

Will Call No.:

Consideration: \$ 480,000.00

[Space Above This Line For Recording Data]

THIS INSTRUMENT WAS PREPARED WITHOUT THE BENEFIT OF LEGAL OPINION OR TITLE EXAMINATION.

## Trustee's Deed

**This Indenture** made this 12th day of January, 2009 between Robert B. Smeja and Jill E. Smeja Gnesda, as Trustees under Land Trust Agreement 1985-1 with full power and authority to either protect, conserve and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the real property described herein whose post office address is 6901 Kishwaukee Road, Rockford, IL 61109 of the County of Winnebago, State of Illinois, grantor\*, and Nordic Investment Corp., an Illinois corporation, whose post office address is 6901 Kishwaukee Road, Rockford, IL 61109 of the County of Winnebago, State of Illinois, grantee\*,

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth** that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lee County, Florida, to-wit:

**SEE EXHIBIT 'A' ATTACHED HERETO**

**\*The grantee, as trustee, has the full power and authority to protect, conserve, sell, convey, lease, encumber, and to otherwise manage and dispose of said real property pursuant to F.S. 689.071.**

**The land being conveyed is vacant land.**

**Subject to taxes and assessments for 2008 and subsequent years; covenants, conditions, easements, restrictions, reservations and limitations of record, if any.**

**Together with all the tenement, hereditaments and appurtenances thereto belonging or in anywise appertaining.**

**To Have and to Hold**, the same in fee simple forever.

**And** the grantor hereby conveys and transfers all rights, title and interest which the grantors have in and to the land to the grantee.

**Said grantor** does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

\* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: John V. Benson  
Witness Name: Nadia Jamhour

Robert B Smeja  
Robert B. Smeja, Trustee

Signed, sealed and delivered in our presence:

Witness Name: John V. Benson  
Witness Name: Nadia Jamhour

Jill E. Smeja Gnesda  
Jill E. Smeja Gnesda, Trustee

State of Florida  
County of Collier

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of January, 2009 by Robert B. Smeja and Jill E. Smeja Gnesda, as Trustees under Land Trust Agreement 1985-1, who  are personally known or  have produced a driver's license as identification.

[Notary Seal]

[Signature]  
Notary Public  
Printed Name: Nadia Jamhour  
My Commission Expires: \_\_\_\_\_

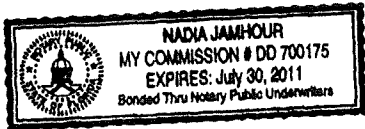


EXHIBIT "A"

DESCRIPTION

PARCEL "A"  
IN PART OF THE SE-1/4 OF SECTION 4  
AND  
PART OF THE SW-1/4 OF SECTION 3, T. 45 S., R. 22 E.  
PINE ISLAND, LEE COUNTY, FLORIDA

A parcel of land being part of the southeast quarter (SE-1/4) of Section 4, Township 45 South, Range 22 East and part of the southwest quarter (SW-1/4) of Section 3, Township 45 South, Range 22 East, Pine Island, Lee County, Florida being more particularly described as follows:

From a concrete monument marking the southwest corner of said Section 3 run northerly along the division line between said Section 3 and said Section 4, N 00° 23' 20" E for 1353.31 feet; thence run N 89° 19' 35" E for 61.43 feet to the Point of Beginning.

From said Point of Beginning run S 89° 19' 35" W for 421.28 feet; thence run N 00° 40' 25" W for 370.22 feet to a point on a 397.00 feet radius curve to the left; thence run along the arc of said curve (chord bearing S 88° 08' 59" E) (chord 34.50 feet) (delta 04° 58' 48") for ~~34.51 feet to a point of tangency;~~ thence run N 89° 21' 37" E for 268.87 feet to a point of curvature; thence run along the arc of a 35.00 feet radius curve to the right (chord bearing S 74° 18' 01" E) (chord 19.69 feet) (delta 32° 40' 44") for 19.96 feet; thence run S 15° 56' 10" E for 376.26 feet to the Point of Beginning.

Containing 3.14 acres more or less.

Bearings mentioned are Plane Coordinate for the Florida West Zone.

EXHIBIT "A"

PARCEL "B"  
PARCEL IN THE SE-1/4 OF SECTION 4, T. 45 S., R. 22 E.  
PINE ISLAND, LEE COUNTY, FLORIDA

A parcel of land being part of the southeast quarter (SE-1/4) of Section 4, Township 45 South, Range 22 East, Pine Island, Lee County, Florida being more particularly described as follows:

From a concrete monument marking the southwest corner of Section 3, Township 45 South, Range 22 East run northerly along the division line between said Section 3 and said Section 4, N 00° 23' 20" E for 1353.31 feet; thence run N 89° 19' 35" E for 61.43 feet; thence run N 15° 56' 10" W for 376.26 feet to a point on a curve; thence run along the arc of a curve to the left of radius 35.00 feet (chord bearing N 74° 18' 01" W) (chord 19.69 feet) (delta 32° 40' 44") for 19.96 feet to a point of tangency; thence run S 89° 21' 37" W for 268.87 feet to a point of curvature; thence run along the arc of a curve to the right of radius 397.00 feet (chord bearing N 88° 08' 59" W) (chord 34.50 feet) (delta 04° 58' 48") for 34.51 feet to the Point of Beginning. From said Point of Beginning run S 00° 40' 25" for 370.22 feet; thence S 89° 19' 35" W for 330.00 feet; thence run N 00° 40' 25" W for 412.42 feet to a point on a curve; thence run along the arc of a curve to the left of radius 211.00 feet (chord bearing N 43° 43' 21" E) (chord 50.66 feet) (delta 13° 47' 27") for 50.79 feet to a point of reverse curvature; thence run along the arc of a curve to the right of radius 35.00 feet) (chord bearing N 75° 07' 42" E) (chord 43.39 feet) (delta 76° 36' 09") for 46.79 feet to a point of tangency; thence run S 66° 34' 14" E for 137.00 feet to a point of curvature; thence run along the arc of a curve to the left of radius 397.00 feet (chord bearing S 76° 06' 54" E) (chord 131.66 feet) (delta 19° 05' 21") for 132.27 feet to the Point of Beginning.

Containing 3.15 acres more or less.

Bearings are Plane Coordinate for the Florida West Zone.

Prepared by and return to:

John N. Brugger  
Attorney at Law  
Forsyth & Brugger, P.A.  
600 5th Avenue South, Suite 207  
Naples, FL 34102  
239-263-6000

[Space Above This Line For Recording Data]

THIS INSTRUMENT WAS PREPARED WITHOUT THE BENEFIT OF LEGAL OPINION OR TITLE EXAMINATION

## Quit Claim Deed

**This Quit Claim Deed made this 23rd day of December, 2009, between Robert B. Smeja and Jill E. Smeja Gnesda, as Trustees under Land Trust Agreement 1985-1, hereinafter called Grantor\*, and Nordic Investment Corp. an Illinois Corporation, hereinafter called Grantee\*:**

\* Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees). "Grantor" and "Grantee" are used for singular or plural, as the context may require.

**Witnesseth**, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in **Lee County, Florida** to-wit:

COMMENCE AT A CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SECTION 4, TOWNSHIP 45 S., RANGE 22E., AND RUN ALONG THE EAST LINE OF SECTION 4, N00°23'20"E 1353.31'; **THENCE N89°19'35"E 61.43'**; THENCE S89°19'35"W 751.27' TO THE POINT OF BEGINNING; THENCE S89°19'35"W 329.68; THENCE N00°40'25"W 384.05'; THENCE S85°12'00"E 178.42' TO A POINT OF CURVATURE; THENCE BY A CURVE TO THE LEFT OF RADIUS 211.00' AN ARC DISTANCE OF 162.71', SAID ARC BEING SUBTENDED BY A CHORD BEARING N72°42'32"E 158.71' ; THENCE S00°40'25"E 412.42 ' TO THE POINT OF BEGINNING. CONTAINING 2.85 ACRES MORE OR LESS.

And

COMMENCE AT A CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SECTION 4, TOWNSHIP 45 S., RANGE 22E., AND RUN ALONG THE EAST LINE OF SECTION 4, N00°23'20"E 1353.31'; **THENCE N89°19'35"E 61.43'**; THENCE S89°19'35"W 1080.96' TO THE POINT OF BEGINNING; THENCE S89°19'35"W 330.00'; THENCE N00°40'25"W 377.11'; THENCE N81°05'57"E 139.37' TO A POINT OF CURVATURE; THENCE BY A CURVE TO THE RIGHT OF RADIUS 189.00' AN ARC DISTANCE OF 45.20', SAID ARC BEING SUBTENDED BY A CHORD BEARING N87°56'59"E 45.09' TO A POINT OF TANGENCY; THENCE S85°12'00"E

147.67' ; THENCE S00°40'25"E 384.05' TO THE POINT OF BEGINNING.  
CONTAINING 2.96 ACRES MORE OR LESS.

This Deed is given to correct an error in the legal descriptions on the original Trustee's Deeds recorded in Instrument Number 2009000012426, and Instrument Number 2009000012427, Public Records of Lee County, Florida.

Said property is not the homestead of the Grantor under the laws and constitution of the State of Florida in that neither Grantor nor any members of the household of the Grantor reside thereon.

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantee forever.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: Nadia Jamhour  
*[Signature]*

Robert B. Smeja  
Robert B. Smeja

Witness Name: Maria Rose  
*[Signature]*

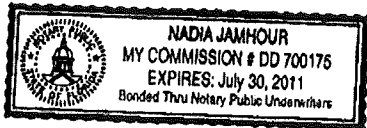
Witness Name: Nadia Jamhour  
*[Signature]*

Jill E. Smeja Gnesda  
Jill E. Smeja Gnesda

Witness Name: Maria Rose  
*[Signature]*

State of Florida County of Collier

The foregoing instrument was acknowledged before me this 23rd day of December, 2009 by Robert B. Smeja and Jill E. Smeja., who  are personally known or  have produced a driver's license as identification.



[Signature]  
Notary Public

Printed Name: Nadia Jamhour

My Commission Expires \_\_\_\_\_

LETTER OF AUTHORIZATION

TO LEE COUNTY COMMUNITY DEVELOPMENT

The undersigned do hereby swear or affirm that they are the fee simple title holders and owners of record of property commonly identified by Lee County STRAP # 03-45-22-00-00002.004C and legally described in exhibit A attached hereto.

The property described herein is the subject of an application for a comprehensive plan amendment. We hereby designate John N. Brugger, agent as the legal representative of the property and as such, this individual is authorized to legally bind all owners of the property in the course of seeking the necessary approvals related to the comprehensive plan amendment. This authority includes but is not limited to the hiring and authorizing of agents to assist in the preparation of applications, plans, surveys, and studies necessary to obtain a comprehensive plan amendment on the site. This representative will remain the only entity to authorize comprehensive plan amendment activity on the property until such time as a new or amended authorization is delivered to Lee County.

Glenn P. Twigg  
Owner (signature)  
Glenn P. Twigg  
Printed Name

Betty Twigg  
Owner (signature)  
Betty Twigg  
Printed Name

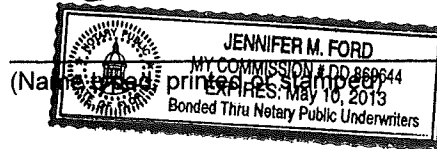
STATE OF FLORIDA  
COUNTY OF LEE

Sworn to (or affirmed) and subscribed before me this 30th day of April, 2010, by

Glenn P. Twigg and Betty Twigg who is personally known to me or who has produced \_\_\_\_\_ as identification.

(SEAL)

Jennifer M. Ford  
Notary Public





INSTR # 6492730  
 OR BK 04470 Pgs 0177 - 179; (3pgs)  
 RECORDED 10/20/2004 09:38:52 AM  
 CHARLIE GREEN, CLERK OF COURT  
 LEE COUNTY, FLORIDA  
 RECORDING FEE 27.00  
 DEED DOC 0.70  
 DEPUTY CLERK P Haywood

Prepared by and return to:  
 Timothy J. Bruehl

Waggoner & Bruehl, P.A.  
 5400 Pine Island Road, Suite D  
 Bokeelia, FL 33922

Will Call No.: 105

Parcel Identification No. 03-45-22-00-00002.004C

[Space Above This Line For Recording Data]

3

**Warranty Deed**  
 (STATUTORY FORM - SECTION 689.02, F.S.)

**This Indenture** made this 13th day of October, 2004 between Glenn P. Twigg and Betty Twigg, husband and wife whose post office address is 4981 Galt Island Avenue, Saint James City, FL 33956 of the County of Lee, State of Florida, grantor\*, and Glenn P. Twigg and Betty Twigg, tenants in common whose post office address is 4981 Galt Island Avenue, Saint James City, FL 33956 of the County of Lee, State of Florida, grantee\*,

**Witnesseth** that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lee County, Florida, to-wit:

See Exhibit "A" attached hereto and made a part hereof as if fully set forth herein.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

\* "Grantor" and "Grantee" are used for singular or plural, as context requires.

**In Witness Whereof**, grantor has hereunto set grantor's hand and seal the day and year first above written.

DoubleTime®



EXHIBIT "A"

Situate in the County of Lee, State of Florida:

A parcel of land being part of the Southeast Quarter (SE ¼) of Section 4, Township 45 South, Range 22 East and part of the Southwest Quarter (SW ¼) of Section 3, Township 45 South, Range 22 East, being more particularly described as follows:

From a concrete monument marking the Southwest corner of Section 3 run Northerly along the division line between said Section 3 and said Section 4 North  $00^{\circ} 23' 20''$  East for 1353.31 feet, thence run North  $89^{\circ} 19' 35''$  East for 61.43 feet to the Point of Beginning.

From said Point of Beginning run North  $15^{\circ} 56' 10''$  West for 376.26 feet; thence South  $86^{\circ} 44' 38''$  East for 65.64 feet to a point of curvature, thence run along the arc of a curve to the left of a radius 257.00 feet (chord bearing North  $81^{\circ} 42' 43''$  East) (chord 68.41 feet) (delta  $15^{\circ} 17' 47''$ ) for 68.61 feet to a point of tangency; thence run North  $74^{\circ} 03' 50''$  East for 151.79 feet to a point of curvature, thence run along the arc of a curve to the right of a radius of 50.00 feet (chord bearing South  $88^{\circ} 54' 30''$  East) (chord 29.28 feet) (delta  $34^{\circ} 03' 21''$ ) for 29.72 feet to the Westerly right of way of State Road 767, thence South  $15^{\circ} 56' 10''$  East for 421.48 feet to a concrete monument; thence South  $89^{\circ} 19' 35''$  West for 320.90 feet to the Point of Beginning.

Signed, sealed and delivered in our presence:

Kathleen C. Myers  
Witness Name: Kathleen C. Myers

Deborah J. Scheid  
Witness Name: Deborah J. Scheid

By: Glenn P. Twigg  
Glenn P. Twigg

By: Betty Twigg  
Betty Twigg

State of Florida  
County of Lee

The foregoing instrument was acknowledged before me this 13th day of October, 2004 by Glenn P. Twigg and Betty Twigg,  are personally known to me or  has produced a driver's license as identification.

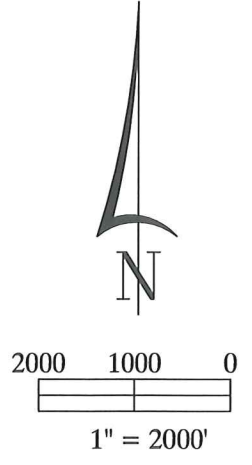
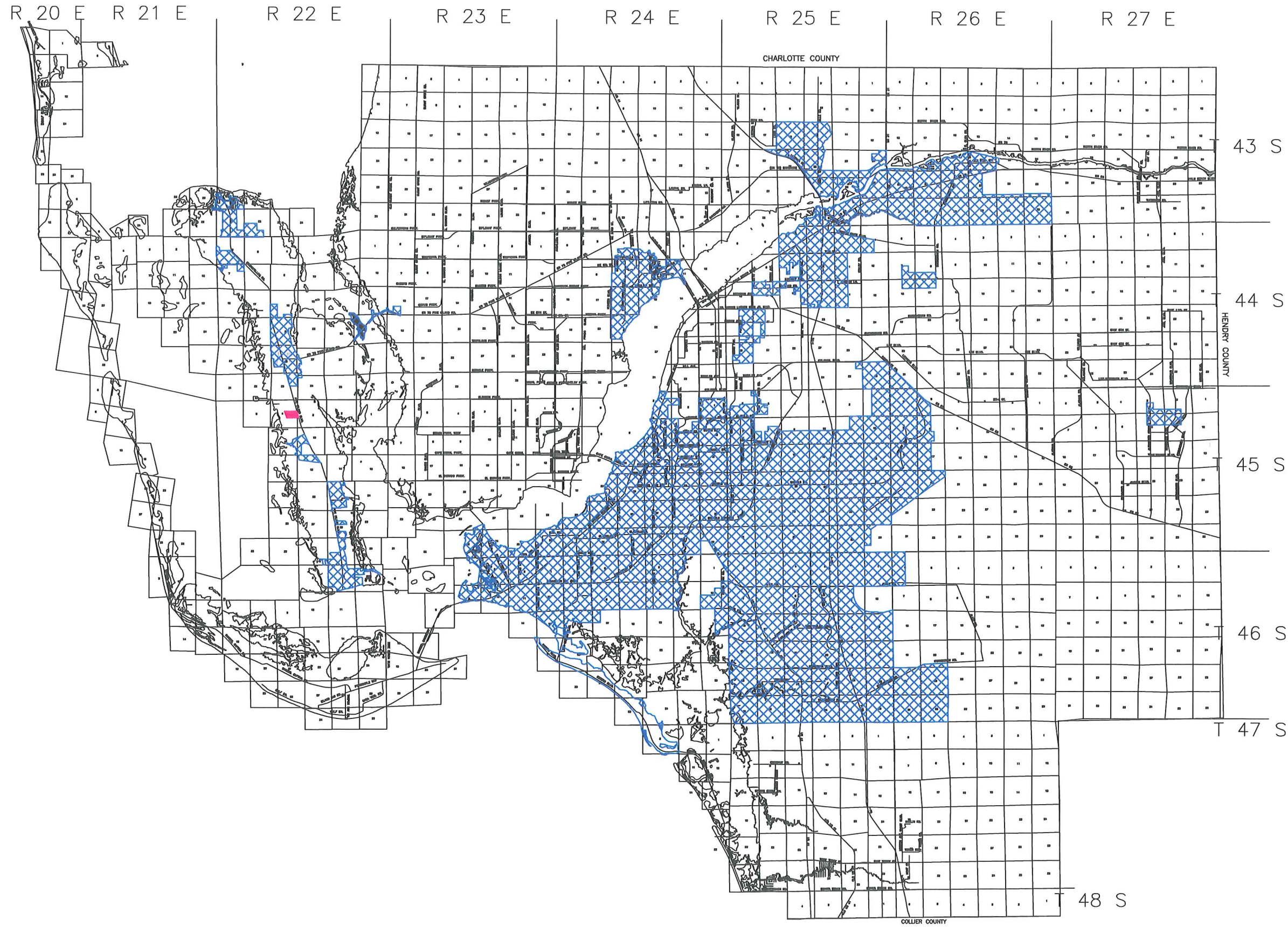
[Notary Seal]

Kathleen C. Myers  
Notary Public



Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_





LEGEND

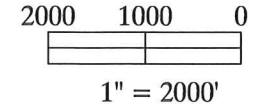
-  FUTURE SEWER SERVICE AREA
-  PROPOSED ADDITION TO FUTURE SEWER SERVICE AREA

**LEE COUNTY  
UTILITIES  
FUTURE SEWER  
SERVICE AREAS**

Feb 15, 2011 - 3:21pm C.O. Nojima  
Z:\Current Projects\706\706-01-05 Villages of Pine Island\Lee Plan Amendment\EXHIBITS\Exhibit 1 Future Sewer Areas.dwg

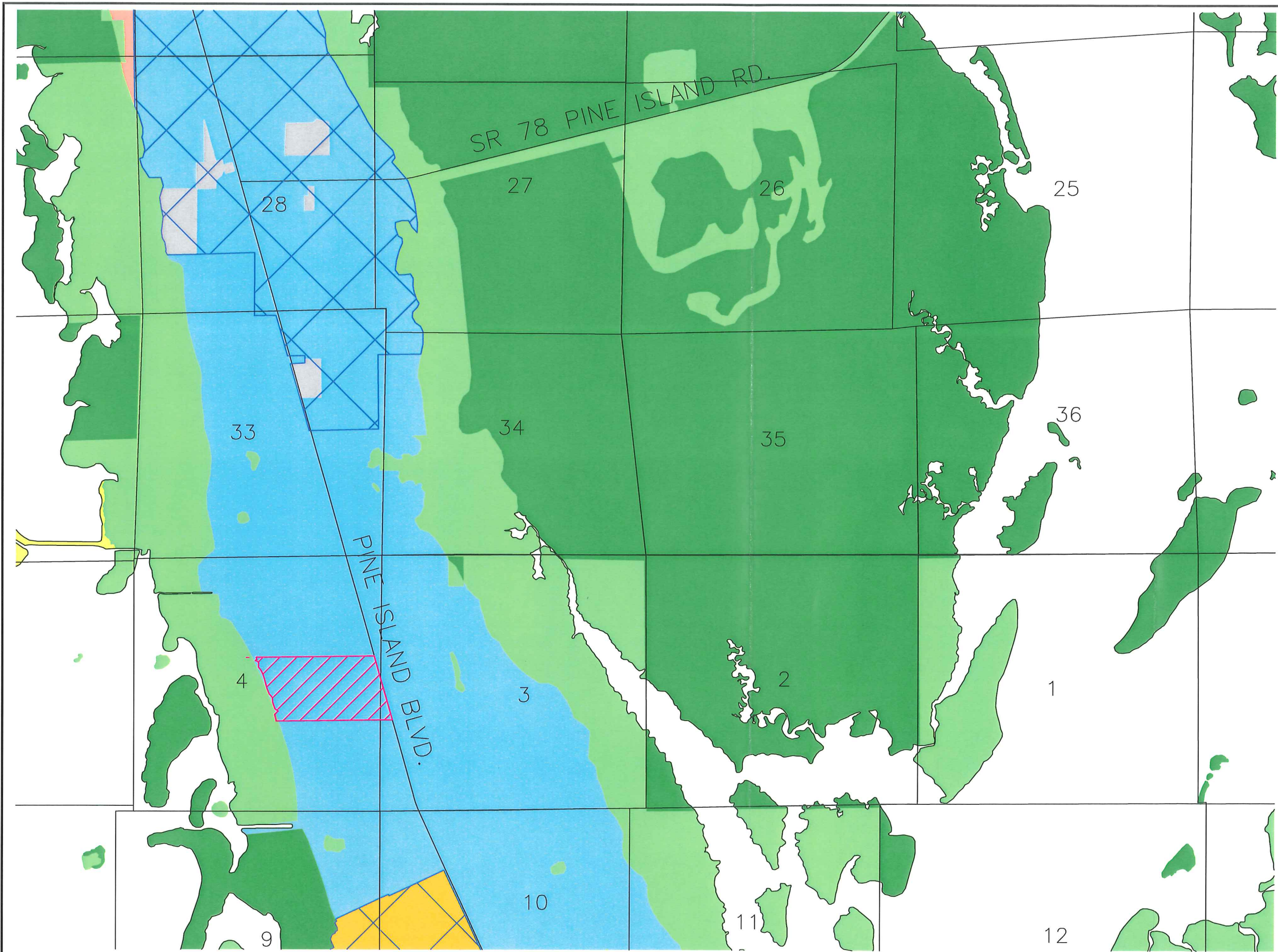
 <b>SOURCE, INC.</b> <small>ENGINEERS - PLANNERS Engineering Business #2627</small>	JOB NO. 706-01-05	SHEET NO. 1
	DATE 01-08-10	DRAWN BY: CON
<small>1334 LAFAYETTE STREET • CAPE CORAL, FL 33904 TELEPHONE (239)549-2345 FAX (239)549-0779</small>		FILE NAME: 01-706.DWG

EXHIBIT 2



LEGEND

- COASTAL RURAL
- SUBURBAN
- URBAN COMMUNITY
- CONSERVATION WET LAND
- WETLANDS
- OUTER ISLAND
- PUBLIC FACILITIES
- FUTURE SEWER SERVICE AREA
- PROPOSED ADDITION TO FUTURE SEWER SERVICE AREA



LEE COUNTY  
FUTURE LAND USE

<p><b>SOURCE, INC.</b> ENGINEERS - PLANNERS Engineering Division #2527</p>	JOB NO. 706-01-05	SHEET NO. <b>2</b>
	DATE 01-08-10	DRAWN BY: COON
1334 LAFAYETTE STREET • CAPE CORAL, FL 33904 TELEPHONE (239)549-2345 FAX (239)549-8779		FILE NAME: 01-706.DWG

Feb 15, 2011 - 3:21pm C.O. Nojima  
Z:\Current Projects\706\706-01-05 Villages of Pine Island\Lee Plan Amendment\DWG\BTS\Exhibit 2 Future Land Use.dwg

**Insufficiency Letter - (Dated 08/26/10)**



**LEE COUNTY**  
SOUTH WEST FLORIDA  
BOARD OF COUNTY COMMISSIONERS

John E. Manning  
*District One*

A. Brian Bigelow  
*District Two*

Ray Judah  
*District Three*

Tammy Hall  
*District Four*

Frank Mann  
*District Five*

Karen B. Hawes  
*County Manager*

David Owen  
*County Attorney*

Diana M. Parker  
*County Hearing Examiner*

August 26, 2010

JOHN BRUGGER  
600 FIFTH AVENUE  
SUITE 207  
NAPLES, FL 34102

Re: VILLAGES OF PINE ISLAND  
CPA2010-00004  
CPL Application (Large Map)

Dear JOHN BRUGGER:

Planning staff finds the above mentioned submittal is insufficient and further information is needed. The following comments pertain to the section of the application indicated.

**IV A. 4. General Information and Maps, Map and describe existing land uses**

Please provide a map that identifies the existing uses of the subject site and surrounding properties.

**IV A. 5. General Information and Maps, Map and describe existing zoning**

Please provide a map that identifies the existing zoning category of the subject site and surrounding properties.

**IV A. 6. General Information and Maps, The legal description(s) for the property**

The application did not include the required certified legal descriptions and sketch of the subject property. Please provide certified description(s) and sketch(s) to describe the entire perimeter boundary of the property. The sketch must be tied to the state plane coordinate system for the Florida West Zone (North America Datum of 1983/1990 Adjustment) with two coordinates, one coordinate being the point of beginning and the other an opposing corner. If the subject property contains wetlands or the proposed amendment includes more than one land use category a metes and bounds legal description, as described above, must be submitted in addition to the perimeter boundary of the property for each wetland or future land use category.

Per a request by the County Attorney's Office, please tie each legal description and sketch to a color coded map for ease of verification.

**IV A. 8. General Information and Maps, An aerial map showing the subject property**

Please provide an aerial map showing the subject site and surrounding properties.

**IV B. 2. a. Public Facilities Impacts, Provide an Existing and Future Conditions Analysis for, Sanitary Sewer**

Please provide an analysis of the impacts to the Sanitary Sewer system based on the maximum development scenario.

Analysis should include (but is not limited to) the following (see the Lee County Concurrency Management Report):

- 1) Franchise Area, Basin, or District in which the property is located;
- 2) Current LOS, and LOS standard of facilities serving the site;
- 3) Projected 2030 LOS under existing designation;
- 4) Projected 2030 LOS under proposed designation;
- 5) Existing infrastructure, if any, in the immediate area with the potential to serve the subject property.
- 6) Improvements/expansions currently programmed in 5 year CIP, 6-10 year CIP, and long range improvements; and
- 7) Anticipated revisions to the Community Facilities and Services Element and/or Capital Improvements Element (state if these revisions are included in this amendment).
- 8) Provide a letter of service availability from the appropriate utility for sanitary sewer.

**IV E. 1. Internal Consistency with the Lee Plan, Discuss how the proposal affects population projections, Table 1(b), and the population capacity of the Lee Plan Future Land Use Map.**

Please provide the discussion required above.

**IV E. 2. Internal Consistency with the Lee Plan, List goals and objectives of the Lee Plan. Include an evaluation of all relevant policies under each goal and objective.**

Please provide the discussion required above.

**IV E. 3. Internal Consistency with the Lee Plan, Describe how the proposal affects adjacent local governments and their comprehensive plans.**

Please provide the discussion required above.

JOHN BRUGGER  
VILLAGES OF PINE ISLAND  
CPA2010-00004  
August 26, 2010  
Page: 3

**IV E. 4. Internal Consistency with the Lee Plan, List State Policy Plan and Regional Policy Plan goals and policies which are relevant to this plan amendment**

Please provide the discussion required above.

**Miscellaneous Comments**

Please address the following requirements and concerns:

1) Objective 14.7, and subsequent Policies of the Lee Plan, as amended during the 2008/2009 regular amendment cycle, requires that prior to and during the review and adoption of any Lee Plan provision the applicant must solicit input from the Greater Pine Island Community. Prior to being found sufficient, the applicant must conduct one public input meeting within the community and provide a summary of the discussion.

2) Please provide a narrative of the project that includes a detailed justification for the proposed map amendment.

If I can be of any assistance or if you have any questions, please do not hesitate to call me at (239) 533-8585.

Sincerely,  
DEPARTMENT OF COMMUNITY DEVELOPMENT  
Planning Division



Brandon D Dunn, Senior Planner

Cc: Planning file: CPA2010-00004



**Letter Response to RAI - (Dated 12/22/10)**



**SOURCE, INC.**  
**Engineers - Planners**  
FL Eng. Business #2627

James P. Elliott, P.E., President  
Timothy Pugh, P.E., Vice Pres.

1334 Lafayette Street  
Cape Coral, FL 33904  
(239) 549-2345

Fax (239) 549-6779

e-mail: mail@Source-Inc.com

Visit our Website @ [www.Source-Inc.com](http://www.Source-Inc.com)

December 22, 2010

Mr. Brandon D. Dunn, Senior Planner  
Lee County Department of Community Development  
1500 Monroe Street, 2<sup>nd</sup> Floor  
Fort Myers, Florida 33901

Re: Villages of Pine Island - **CPA2010-00004**  
Response to RAI Letter  
S.I. Project Number: 706-01-05

Dear Brandon:

The following is in response to your correspondence of August 26, 2010. Requested information from your letter will be repeated below, followed by our response, *shown in italics*.

**IV A. 4. General Information and Maps, Map and describe existing land uses**

Please provide a map that identifies the existing uses of the subject site and surrounding properties.

*We have included a map, labeled as Exhibit IV.A.4, that identifies the existing uses of the subject site and surrounding properties.*

**IV A. 5. General Information and Maps, Map and describe existing zoning**

Please provide a map that identifies the existing zoning category of the subject site and surrounding properties.

*We have included a map, labeled as Exhibit IV.A.5, that identifies the zoning category of the subject site and surrounding properties.*

**IV A. 6. General Information and Maps, The legal description(s) for the property**

The application did not include the required certified legal descriptions and sketch of the subject property. Please provide certified description(s) and sketch(s) to describe the entire perimeter boundary of the property. The sketch must be tied to the state plane coordinate system for the Florida West Zone (North America Datum of 1983/1990 Adjustment) with two coordinates, one coordinate being the point of beginning and the other an opposing corner. If the subject property contains wetlands or the proposed amendment includes more than one land use category a metes and bounds legal description, as described above, must be submitted in addition to the perimeter boundary of the property for each wetland or future land use category.

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*The provided legal description and sketch of the subject property includes only the property proposed to be added to the "Future Sewer Service Area". It includes only the "upland" portion of property included within the ten (10) parcels, identified in the previously provided Exhibit A. We have not and do not intend to include a separate legal description for "wetland" portions of property owned by the applicant, that are not subject to this application request. This application for a Comprehensive Plan Amendment has not requested any revisions to the future land use category. The entire subject property (76.06± acre), falls within the "Coastal Rural" future land use category. We have included an updated legal description and sketch, that is now tied to the requested state plane coordinate system.*

Per a request by the County Attorney's Office, please tie each legal description and sketch to a color coded map for ease of verification.

*Since we are only providing the one (1) legal description and sketch, we do not see any need for a color coded map to necessitate ease of verification.*

**IV A. 8. General Information and Maps, An aerial map showing the subject property**

Please provide an aerial map showing the subject site and surrounding properties.

*We have included a map, labeled as Exhibit IV.A.8, that includes an aerial photograph of the subject site and surrounding properties.*

**IV B. 2.a. Public Facilities Impacts, Provide an Existing and Future Conditions Analysis for, Sanitary Sewer**

Please provide an analysis of the impacts to the Sanitary Sewer system based on the maximum development scenario.

Analysis should include (but is not limited to) the following (see the Lee County Concurrency Management Report):

- 1) Franchise Area, Basin, or District in which the property is located;

*See attached Sanitary Sewer Impact Analysis.*

- 2) Current LOS, and LOS standard of facilities serving the site;

*See attached Sanitary Sewer Impact Analysis.*

- 3) Projected 2030 LOS under existing designation;

*See attached Sanitary Sewer Impact Analysis.*

- 4) Projected 2030 LOS under proposed designation;

*See attached Sanitary Sewer Impact Analysis.*

- 5) Existing infrastructure, if any, in the immediate area with the potential to serve the subject property.
-

*See attached Sanitary Sewer Impact Analysis.*

- 6) Improvements/expansions currently programmed in 5 year CIP, 6-10 year CIP, and long range improvements; and

*See attached Sanitary Sewer Impact Analysis.*

- 7) Anticipated revisions to the Community Facilities and Services Element and/or Capital Improvements Element (state if these revisions are included in this amendment).

*See attached Sanitary Sewer Impact Analysis.*

- 8) Provide a letter of service availability from the appropriate utility for sanitary sewer.

*See attached letter from Ivan Velez, Lee County Utilities, dated December 12, 2003.*

**IV E. 1. Internal Consistency with the Lee Plan, Discuss how the proposal affects population projections, Table 1(b), and the population capacity of the Lee Plan Future Land Use Map.**

Please provide the discussion required above.

*This Lee Plan Amendment application is to amend Map 7 to include the subject 76.06± acre property area into the "Lee County Utilities - Future Sewer Service Area". This subject property area was originally issued a Development Order on December 12, 1984. That development order (provided for 49,800 square feet of commercial space (nine buildings) and 480 residential units in 120 four-plex buildings. Under the provisions of the Lee County Land Development Code Sec 10-115 (c), a development order remains active and valid through build-out, assuming that the construction activity is actively pursued, as defined. Based upon these provisions, the maximum development scenario that can currently exist for the subject property area are those stated in the "actively pursued" development order listed above. However population projections utilizing a maximum density per Lee Plan Policy 1.4.7, assuming that 70% of the subject 76.06± acre upland land is permanently preserved or restored as native habitat would yield a maximum of 23 residential units. This proposed amendment to Map 7, in no way affects the population projections and/or the population capacity of the Lee Plan Future Land Use Map, it will only provide for the ability of Lee County Utilities to provide the connection of the sanitary sewer service into a central system rather than an individual sewage treatment system for whatever development scenario is ultimately constructed on the subject property area.*

**IV E. 2. Internal Consistency with the Lee Plan, List goals and objectives of the Lee Plan. Include an evaluation of all relevant policies under each goal and objective.**

Please provide the discussion required above.

*See attached Lee Plan discussion.*

---

**IV E. 3. Internal Consistency with the Lee Plan, Describe how the proposal affects adjacent local governments and their comprehensive plans.**

Please provide the discussion required above.

*This proposed amendment to Map 7, in no way affects adjacent local governments and their comprehensive plans, it will only provide for the ability of Lee County Utilities to provide the connection of the sanitary sewer service into a central system rather than an individual sewage treatment system for whatever development scenario is ultimately constructed on the subject property area.*

**IV E. 4. Internal Consistency with the Lee Plan, List State Policy Plan and Regional Policy Plan goals and policies which are relevant to this plan amendment**

Please provide the discussion required above.

*See attached Lee Plan discussion.*

**Miscellaneous Comments**

Please address the following requirements and concerns:

- 1) Objective 14.7, and subsequent Policies of the Lee Plan, as amended during the 2008/2009 regular amendment cycle, requires that prior to and during the review and adoption of any Lee Plan provision the applicant must solicit input from the Greater Pine Island Community. Prior to being found sufficient, the applicant must conduct one public input meeting within the community and provide a summary of the discussion.

*This proposed Lee Plan Amendment has been scheduled on the agenda to be discussed by the applicant at the 1/4/2011 Greater Pine Island Civic Association Meeting.*

- 2) Please provide a narrative of the project that includes a detailed justification for the proposed map amendment.

*This proposed Map 7 amendment is fully in compliance with the goals of the Lee Plan, most specifically Objective 56.2 (and subsequent policies). The Villages of Pine Island is a mixed use (primarily multi-family residential) development that received its development order approval (DOS 83-07-003.00D) in 1983. The property was rezoned to RM-2 and CS-1 (Z-81-226/226A) in 1981. The property was designated as "Rural" on the original Lee County Future Land Use Map, but was re-designated as "Coastal Rural" by Lee County Ordinance 03-03 (adopted 01/09/2003). The project has been continuing to construct towards a build-out condition based upon the 1983 development order, under the provisions of LDC Sec. 10-115(c).*

*The original development order approval included private onsite wastewater treatment facilities. Although substantial efforts have already been made to redesign the project to connect the wastewater collection system into the central Lee County Utilities system, rather than to construct the private onsite wastewater treatment facilities, it has been discovered that an*

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Response to RAI Letter

**CPA2010-00004**

Page 5 of 5

*amendment to the Lee Plan "Future Sewer Service Areas" Map 7, to depict this property, must be accomplished in order to allow Lee County to accept the sewage flow from this project.*

We trust that this additional information is sufficient to allow you to complete your review, and approve the referenced comprehensive plan amendment. If you have any questions or require further information, please do not hesitate to call.

Sincerely,

**SOURCE, INC.**



Timothy Pugh, P.E.

Vice President

c: Jack Brugger, Smokey Smeja



## Sanitary Sewer Impact Analysis

This Lee Plan Amendment application is to amend Map 7 to include the subject 76.06± acre property area into the “Lee County Utilities - Future Sewer Service Area”. This subject property area was originally issued a Development Order on December 12, 1984. That development order ( provided for 49,800 square feet of commercial space (nine buildings) and 480 residential units in 120 four-plex buildings. Under the provisions of the Lee County Land Development Code Sec 10-115 (c), a development order remains active and valid through build-out, assuming that the construction activity is actively pursued, as defined. Based upon these provisions, the maximum development scenario that currently exists for the subject property area are those stated in the “actively pursued” development order listed above.

Based on that maximum development scenario, the projected wastewater flow would be:

- 480 residential units @ 200 GPD/unit = 96,000 GPD
- 49,800 SF commercial @ 15 GPD/ 100 SF = 7,470 GPD
- Total = 120,000 GPD + 7,470 GPD = 103,470 GPD

Based on a maximum development scenario utilizing the maximum density of Lee Plan Policy 1.4.7, assuming that 70% of the subject 76.06± acre upland land is permanently preserved or restored as native habitat would yield a maximum of 23 residential units. The projected wastewater flow from this development scenario would be:

- 23 residential units @ 200 GPD/unit = 4,600 GPD

The subject property is located on Pine Island, within Section 4, Township 45 South, Range 22 East, Lee County, Florida. The property is not currently located within the “Lee County Utilities - Future Sewer Service Area”. However, wastewater transmission and effluent disposal facilities have been permitted, constructed, and are ready to make the sewer service connection from this property into the Lee County Utilities sewer system.

Currently, no residential units have been constructed and the portion of the existing commercial development within this parcel was developed utilizing a septic tank and drainfield. Lee County Utilities has indicated that their Pine Island Wastewater Treatment Facilities have sufficient capacity to serve the development under the current active and valid development scenario. Even under this current difficult economic climate, we would anticipate that this development scenario would reach final build out and occupancy within the next ten (10) years. Once final commitments and connections are made, Lee County Utilities will be obligated to maintain this level of sewer service connection well beyond a 2030 date.

This proposed Map 7 amendment is fully in compliance with the goals of the Lee Plan, specifically Objective 56.2 (and subsequent policies). Other than the amendment of Map 7 to include the subject 76.06± acre property area into the “Lee County Utilities - Future Sewer Service Area”, we do not anticipate any need to propose any revisions to the Community Facilities and Services Element and/or Capital Improvements Element of the Plan.

## Lee Plan Discussion

**Pine Island** - This community includes Greater Pine Island as described under Goal 14 along with surrounding smaller islands and some unincorporated enclaves near Cape Coral. Its future, as seen by Pine Islanders, will be a matter of maintaining an equilibrium between modest growth, a fragile ecology, and a viable and productive agricultural community.

- *This Lee Plan Amendment application is to amend Map 7 to include the subject 76.06± acre property area into the “Lee County Utilities - Future Sewer Service Area”. There is no conflict in providing the ability for even modest development to be provided sewer service from an existing central system such as Lee County Utilities, in order to minimize the use of other means of wastewater disposal (such as septic systems, and individual sewage treatment plants).*

**POLICY 1.4.7:** The Coastal Rural areas will remain rural except for portions of properties where residential lots are permitted in exchange for permanent preservation or restoration of native upland habitats or a commitment, in the form of a perpetual easement, to preserve agricultural activity on existing farmland, on the remainder of the property.

- *This Lee Plan Amendment application is to amend Map 7 to include the subject 76.06± acre property area into the “Lee County Utilities - Future Sewer Service Area”. There is no conflict in providing the ability for Coastal Rural areas to be provided sewer service from an existing central system such as Lee County Utilities, in order to minimize the use of other means of wastewater disposal (such as septic systems, and individual sewage treatment plants). This proposed amendment to Map 7 is to include an area that contains a currently active and valid development order. Policy 1.4.7 will not be affected in any way as it will provide for the development scenario that may occur if and when the current development order were to no longer be active and valid.*

**OBJECTIVE 56.2:** The county will maintain and enforce such ordinances as are necessary to require the connection of commercial and larger residential establishments to such public or private central utility systems when those systems are available for service.

- *This Lee Plan Amendment application is to amend Map 7 to include the subject 76.06± acre property area into the “Lee County Utilities - Future Sewer Service Area”. This objective is met at this location, as the facilities have adequate capacity and are already substantially in place to provide the sewer service connection from this area that contains a currently active and valid development order, into the Lee County Utilities system.*

**POLICY 56.2.1:** It is hereby declared that in the interests of preserving public health and of preserving and enhancing environmental quality, it is in the public interest to abate and cease use of septic tanks and wastewater treatment package plants where and when central sewer is available.

- *This Lee Plan Amendment application is to amend Map 7 to include the subject 76.06± acre property area into the “Lee County Utilities - Future Sewer Service Area”. This policy is met by this location, as the proposed (and approved) revisions to the Villages of Pine Island project, replace the previously proposed wastewater treatment package plant with a connection to the Lee County Utilities central sewer system. In addition, the facilities have adequate capacity and are already substantially in place to provide for this sewer service connection.*





**LEE COUNTY**  
SOUTHWEST FLORIDA

**BOARD OF COUNTY COMMISSIONERS**

Bob Janes  
*District One*  
  
Douglas R. St. Cery  
*District Two*  
  
Ray Judah  
*District Three*  
  
Andrew W. Coy  
*District Four*

John E. Albion  
*District Five*  
  
Donald D. Stilwell  
*County Manager*  
  
James G. Yaeger  
*County Attorney*  
  
Diana M. Parker  
*County Hearing Examiner*

December 12, 2003

Mr. John N. Bruger  
600 Fifth Ave. South; Suite 207  
Naples, FL 34102

**SUBJECT: Sewer Service for The Villas of Pine Island**

Dear Mr. Bruger:

Thank you for your letter dated December 8, 2003 regarding the availability of sewer service for the proposed project, The Villas of Pine Island. Please be advised that, at the present time, County staff is in the process of negotiating an agreement with Mr. Gunther to secure a site for effluent irrigation. If the agreement is successfully negotiated and the spray field is developed, then it is expected that the plant's disposal capacity will be increased to its maximum capacity of 500,000 gpd.

Once this project is completed and approved by the FDEP, it will allow for the connection of Mr. Gunther's proposed development as well as other existing developments with sewage treatment plants within the Island. Most of the existing development have already submitted a Letter of Intent to connect to the County's system when the treatment capacity and transmission lines becomes available.

Along with the Agreement for Sewer Service, Lee County's staff is requiring that all of the proposed developments accept reuse water for irrigation from the County's treatment plant. The amount of reuse water to be used must be at least equal the amount of sewage generated by that development. This will allow for an amendment of the facility's operating permit to increase of the plant's disposal capacity.

Cordially,

**LEE COUNTY UTILITIES**

S. Ivan Velez, P.E.  
Deputy Director

cc: File/Scan Copy  
Rick Diaz, P.E.  
David Owen

(239) 479-8181

Writer's Direct Dial Number: \_\_\_\_\_

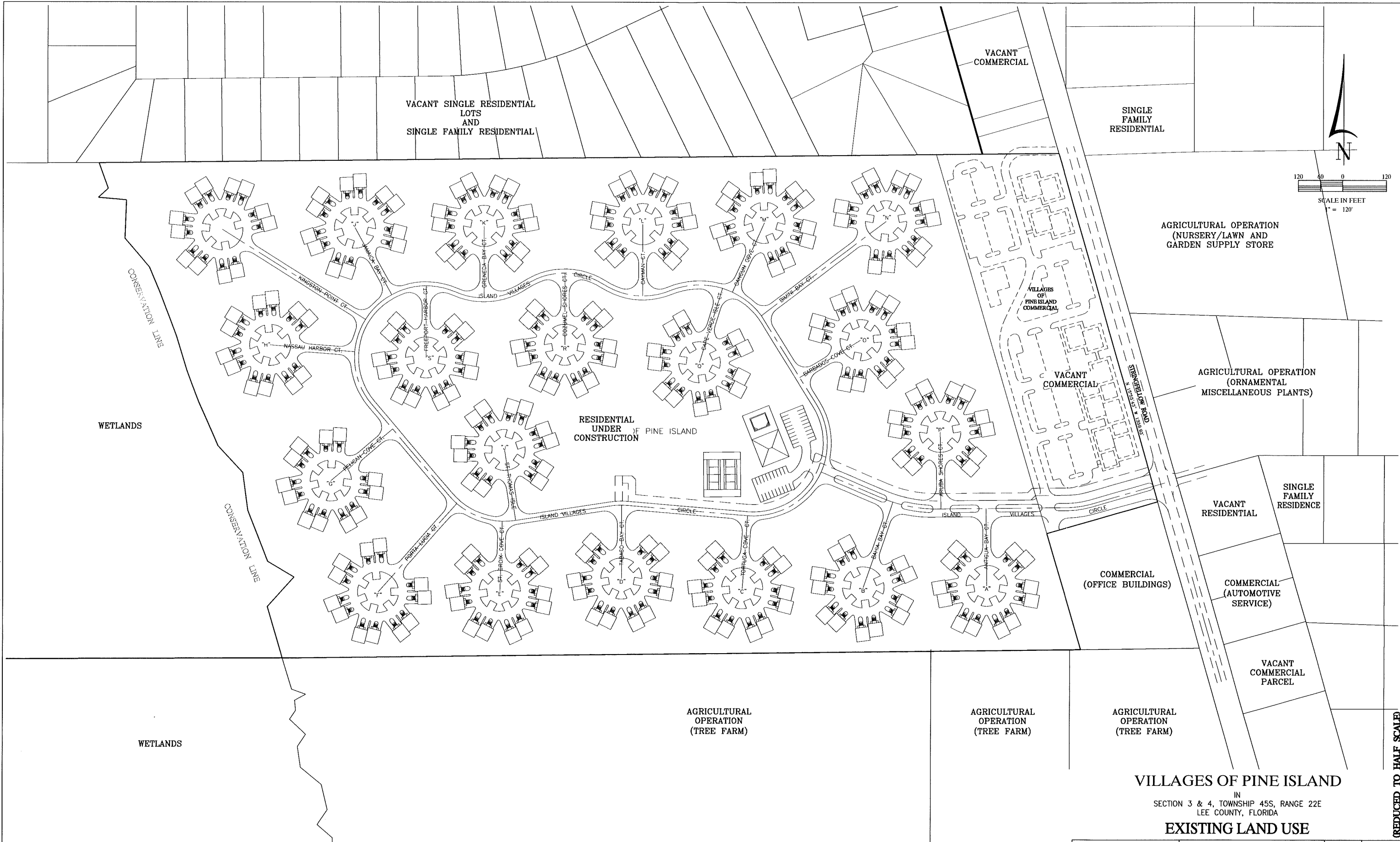
*File*  
*Villas of Pine Island*  
*th*  
*R.*

kwiktag® 030 013 347




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Feb 15, 2011 - 3:17pm C.O. Nojima  
2: Current Projects\706-01-05 Villages of Pine Island\Lee Plan Amendment\Exhibits 2\VP1 Existing Land Use.dwg



REVISION	DATE	REMARKS	CHG. BY

**EXHIBIT IV. A. 4.**

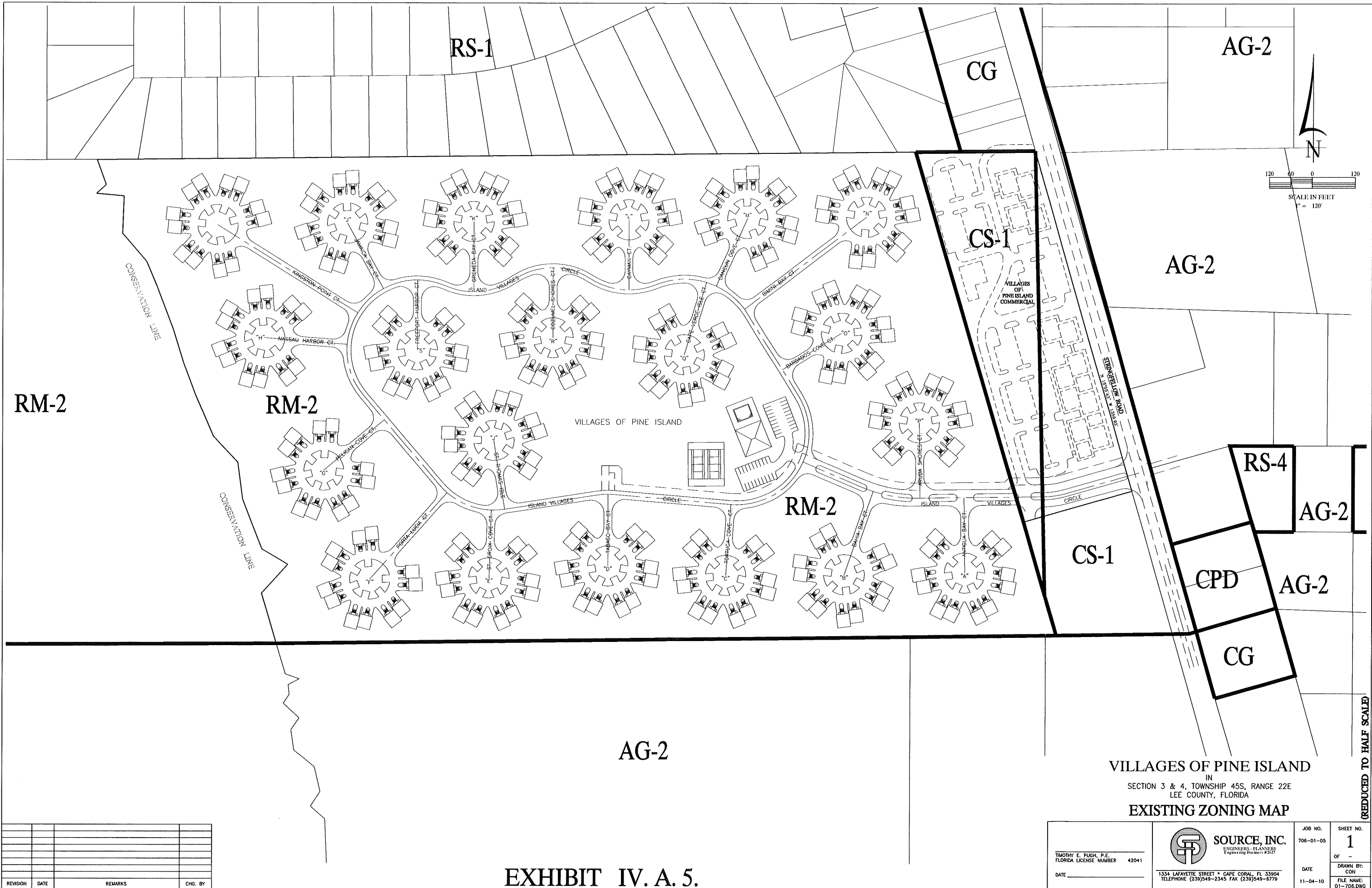
TIMOTHY E. PUGH, P.E. FLORIDA LICENSE NUMBER 42041 DATE _____	 <b>SOURCE, INC.</b> ENGINEERS - PLANNERS <small>Engineering Since 1957</small> 1334 LAFAYETTE STREET • CAPE CORAL, FL 33904 TELEPHONE (239)549-2345 FAX (239)549-6779	JOB NO. 706-01-05	SHEET NO. <b>1</b>
		DATE 11-04-10	OF - DRAWN BY: CON FILE NAME: 01-706.DWG

REDUCED TO HALF SCALE


Feb 15, 2011 - 3:18pm C.O. Nojima  
 Z:\Current Projects\700's\700-720\706-01-05 Villages of Pine Island\Lee Plan Amendment\EXHIBITS 2\VP1 Existing Zoning Map.dwg

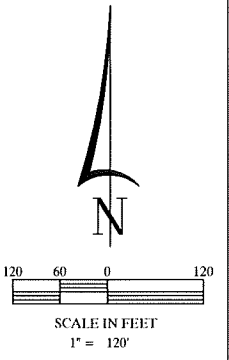
REVISION	DATE	REMARKS	CHG. BY

**EXHIBIT IV. A. 5.**



REDUCED TO HALF SCALE

TIMOTHY E. PUGH, P.E. FLORIDA LICENSE NUMBER 42041 DATE _____	 <b>SOURCE, INC.</b> ENGINEERS - PLANNERS <small>Engineering Since 1927</small> 1334 LAFAYETTE STREET • CAPE CORAL, FL 33904 TELEPHONE (239)549-2345 FAX (239)549-8779	JOB NO. 706-01-05 DATE 11-04-10	SHEET NO. <b>1</b> OF - DRAWN BY: CON FILE NAME: 01-706.DWG
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**EXHIBIT IV. A. 8.**

**VILLAGES OF PINE ISLAND**  
 IN  
 SECTION 3 & 4, TOWNSHIP 45S, RANGE 22E  
 LEE COUNTY, FLORIDA  
**EXISTING AERIAL MAP**

Feb 15, 2011 - 3:16pm C.O. Negerro  
 Z:\Current Projects\700\A\700-720\706-01-05 Villages of Pine Island\Lee Plan Amendment\EXHIBITS 2\VP1 Existing Aerial Map.dwg

REVISION	DATE	REMARKS	CHG. BY

TIMOTHY E. PUGH, P.E.  
 FLORIDA LICENSE NUMBER 42041  
 DATE \_\_\_\_\_

**SOURCE, INC.**  
 ENGINEERS - PLANNERS  
 Engineering Builders #267  
 1334 LAFAYETTE STREET • CAPE CORAL, FL 33904  
 TELEPHONE (239)549-2345 FAX (239)549-6779

JOB NO. 706-01-05  
 SHEET NO. **1**  
 OF -  
 DRAWN BY: CON  
 DATE 11-04-10  
 FILE NAME: 01-706.DWG

**(REDUCED TO HALF SCALE)**

# EXHIBIT "A"

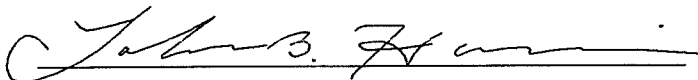
## DESCRIPTION:

A TRACT OR PARCEL OF LAND LYING IN SECTIONS 3 AND 4, TOWNSHIP 45 SOUTH, RANGE 22 EAST, PINE ISLAND, LEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE AFORESAID SECTION 4; THENCE RUN N.00°23'20"E. ALONG THE EAST LINE OF SAID SECTION 4 FOR 1353.31 FEET TO THE POINT OF BEGINNING; THENCE RUN S.89°19'35"W. FOR 2071.50 FEET; THENCE RUN N.14°06'33"W. FOR 142.76 FEET; THENCE RUN N.44°32'21"E. FOR 106.07 FEET; THENCE RUN N.56°53'50"W. FOR 82.13 FEET; THENCE RUN N.18°46'35"W. FOR 146.34 FEET; THENCE RUN N.05°12'37"W. FOR 101.43 FEET; THENCE RUN N.40°20'37"W. FOR 99.28 FEET; THENCE RUN N.20°58'33"W. FOR 123.25 FEET; THENCE RUN N.16°10'51"W. FOR 93.01 FEET; THENCE RUN N.14°46'57"W. FOR 97.44 FEET; THENCE RUN N.18°11'50"W. FOR 122.70 FEET; THENCE RUN N.24°39'03"W. FOR 85.00 FEET; THENCE RUN N.38°12'48"W. FOR 99.78 FEET; THENCE RUN N.04°24'36"E. FOR 101.52 FEET; THENCE RUN N.62°29'48"W. FOR 75.47 FEET; THENCE RUN N.50°45'32"E. FOR 35.91 FEET; THENCE RUN N.20°24'28"W. FOR 47.07 FEET; THENCE RUN N.89°14'40"E. FOR 2495.76 FEET TO THE SOUTH-WESTERLY RIGHT-OF-WAY LINE OF STRINGFELLOW ROAD (COUNTY ROAD 767); THENCE RUN S.15°56'10"E. ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE FOR 1405.98 FEET; THENCE RUN S.89°19'35"W. FOR 382.32 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 76.055 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE EAST LINE OF THE AFORESAID SECTION 4 AS BEING N.00°23'20"E.



JOHN B. HARRIS  
PLS #4631  
FEBRUARY 10, 2010

STATE PLANE COORDINATES  
FLORIDA WEST ZONE  
N. 818150.31  
E. 618111.94

N.89°14'40"E. 2495.76'  
2174.55'

321.21'

SOUTHWESTERLY  
R/W LINE

STRINGFELLOW ROAD  
(66' R/W)  
(C.R. 767)

**LINE TABLE**

Line	Bearing	Distance
L1	N.14°06'33"W.	142.76'
L2	N.44°32'21"E.	106.07'
L3	N.56°53'50"W.	82.13'
L4	N.18°46'35"W.	146.34'
L5	N.05°12'37"W.	101.43'
L6	N.40°20'37"W.	99.28'
L7	N.20°58'33"W.	123.25'
L8	N.16°10'51"W.	93.01'
L9	N.14°46'57"W.	97.44'
L10	N.18°11'50"W.	122.70'
L11	N.24°39'03"W.	85.00'
L12	N.38°12'48"W.	99.78'
L13	N.04°24'36"E.	101.52'
L14	N.62°29'48"W.	75.47'
L15	N.50°45'32"E.	35.91'
L16	N.20°24'28"W.	47.07'
L17	S.86°44'38"E.	66.09'
L18	N.74°03'50"E.	151.79'

**VILLAGES OF PINE ISLAND  
(UNRECORDED)**

1029.21'  
N15°56'10"W. 1405.50'

EAST LINE OF SECTION 4

L17

(2)

L18

(1)

376.29'

421.48'

2132.49'

S.89°19'35"W. 2071.50'

321.33'

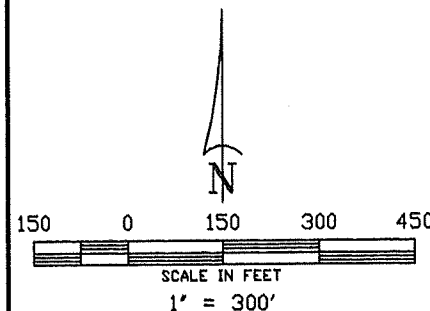
S.89°19'35"W.

POINT OF BEGINNING  
STATE PLANE COORDINATES  
FLORIDA WEST ZONE  
N. 816826.79  
E. 620611.22

N00°23'20"E. 1353.31'

POINT OF COMMENCEMENT  
SOUTHEAST CORNER OF  
SECTION 4-45-22

THIS TRACT NOT OWNED  
BY THIS APPLICANT  
(C.R. BOOK 4470, PAGE 179)



Curve number 1	Curve number 2
Radius= 50.00'	Radius= 257.00'
Delta= 34°03'05"	Delta= 15°17'48"
Arc= 29.72'	Arc= 68.61'
Chord= 29.28'	Chord= 68.41'
Chord Brg.= N.88°54'30"W.	Chord Brg.= S.81°42'43"W.

HARRIS - JØRGENSEN, INC.  
2706 S.E. SANTA BARBARA PLACE  
CAPE CORAL, FLORIDA  
PHONE: (239) 772-9939  
FAX: (239) 772-1315

SKETCH OF LEGAL DESCRIPTION  
**VILLAGES OF PINE ISLAND  
(UNRECORDED)**

SECTIONS 3 & 4, TOWNSHIP 45 SOUTH, RANGE 22 EAST  
PINE ISLAND  
LEE COUNTY, FLORIDA

**SEE EXHIBIT "A" FOR  
LEGAL DESCRIPTION**

PROJECT # VPI
JOB #: VPI SLD
SKETCH DATE: 2/10/10
STATE PLANE COORDS: 12/20/10

*John B. Harris*  
*February 15, 2011*


JOHN B. HARRIS, PSM  
FLORIDA LAND SURVEYOR #4631  
FLORIDA CERTIFICATE OF AUTHORIZATION LB #6921

**TEPugh Email**

---

**From:** "TEPugh Email" <TEPugh@Source-Inc.com>  
**To:** "Dunn, Brandon" <bdunn@leegov.com>  
**Cc:** "Brugger, Jack" <jbrugger@forsythbrugger.com>; "Smeja, Smokey" <smokeysmeja@netscape.net>  
**Sent:** Thursday, January 13, 2011 9:21 AM  
**Subject:** RE: Villages of Pine Island (CPA2010-00004)  
 Brandon,

Please see the copy of the email from Phil Buchanan to Matt Noble (below).

	<b>Timothy E. Pugh, P.E.</b> <b>Vice President</b> <b>Source, Inc</b>
1334 Lafayette Street Cape Coral, Florida 33904 Phone: (239) 549 2345 Fax: (239) 549-6779 <a href="mailto:tepugh@source-inc.com">tepugh@source-inc.com</a>	

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----- Original Message -----

**From:** Dunn, Brandon  
**To:** TEPugh Email  
**Sent:** Wednesday, January 12, 2011 8:33 AM  
**Subject:** RE: Villages of Pine Island (CPA2010-00004)

Was the proposed plan amendment discussed at the Greater Pine Island Civic Association Meeting on January 4<sup>th</sup>? Can you provide a summary of the discussion?

Thank you,

Brandon Dunn

----- Original Message -----

**From:** Smokey  
**To:** JPElliott@Source-Inc.com  
**Sent:** Wednesday, January 12, 2011 8:02 PM  
**Subject:** Fwd: The Villages

-----Original Message-----

**From:** Phil Buchanan <[coolcherookee@comcast.net](mailto:coolcherookee@comcast.net)>  
**To:** Noble, Matt <[NobleMA@leegov.com](mailto:NobleMA@leegov.com)>  
**Cc:** Smeja, Smokey <[SmokeySmeja@netscape.net](mailto:SmokeySmeja@netscape.net)>  
**Sent:** Wed, Jan 12, 2011 6:03 pm  
**Subject:** The Villages

To Matt Noble, Lee County DCD Land Planning

On January 4, 2011, Smokey Smeja, owner of the proposed Villages development on Stringfellow Road briefed the GPICA membership on his need for a change to the Pine

Island Utilities Service Area Map in the Lee Plan so he can get central sewer service for his development. The membership unanimously approved his request, and we recommend that you ask the BOCC and DCA to approve the change.

The GPICA membership was not briefed on the details of the 1982 Development Order for that development and was not asked to review or approve same. We only agreed at this time that whatever gets built at that site should be served by central sewer.

Thanks,

Phil Buchanan  
3861 Galt Island Avenue  
St James City, FL 33956  
Phone/fax: 239-283-4067  
email: [coolcherokee@comcast.net](mailto:coolcherokee@comcast.net)



Ballots for election of board members (copy below) were distributed members who were current in their dues.

2011 GPICA Board Of Directors Ballot

Board members whose terms run for one more year:

Aaron Adams, Kathryn Aldridge, Cathy Hendrickson

Board candidates for 2 year terms (vote for up to eight)

- Jim Fors
- Greg Lehman
- Bill Mantis
- Roger Wood
- Nancy Hindenach (floor nomination)

Meeting was called to order at 7:07 PM by Bill Mantis (standing in for president Cathy Hendrickson). Pledge of allegiance was recited.

Board nominations were solicited from the floor. Nancy Hindenach was added to the ballot. Members voted and ballots were collected.

Speaker for the evening was Aaron Adams who discussed the likely effects of the oil spill in the Gulf on fish and wildlife in Charlotte Harbor, as well as the likely effects of the impact of the fresh water runoff from Cape Coral canals in light of the Ceitus Boat Lift issue.

Given the usual circulation of currents in the Gulf and barring some unusual onshore winds, Aaron never felt that Charlotte Harbor was likely to suffer major pollution. While NOAA tracked the surface oil, the agency could not properly assess or track the amount of oil at greater depths. Since the effect of the damage to critters at the bottom of the food chain is likely to be reflected in their reproductive rates over the long term, demonstrating negative effects to game fish at the top of the food chain is an even longer-term, more-tentative proposition, a problem compounded by the fact that research into such phenomena is seriously underfunded and much of what funding does exist goes to northeastern US and other areas.

More problematic for species like tarpon, however, is what occurs in their fresh-water-creek nursery grounds. Nutrient- and coliform bacteria-laden runoff is very destructive, on top of which when large swings in salinity occur, the mix becomes even more toxic. As development occurs, both polluted runoff and salinity swings increase. Many sea-grasses cannot survive drastic salinity changes and require some 6 months of stable levels to reestablish.

Before development in Cape Coral, runoff into Matlacha pass following rains was gradual, was dispersed along the length of the shoreline, and was filtered by the action of mangroves and other plant life. But with canals and residential development comes sudden and concentrated freshwater releases. The original purpose of the barrier created by the Ceitus Boat Lift was to mitigate the dramatic swings caused by freshwater surges and to reestablish the historic patterns of runoff and its natural treatment. Failure to replace the lift would, of course, guarantee the return of the more recent pattern of runoff surge and pollution. The seeming reluctance of the DEP to require replacement of the lift is very troubling.

Dave Lukasek wondered why the coverage of the problem in the News-Press and local TV had

been so sparse and why Lee County's response to the problem seemed to be so lackadaisical. Dave made a motion to have the board contact WGPU to encourage them to improve their coverage. Nancy Hindenach, a Matlacha resident who has been helping to coordinate her community's response to the prospective ecological destruction, assured Dave that her group has been in touch with all local news media, has written letters to the editor and guest opinion columns. She said she had contacted the EPA at the federal level in hopes of getting them involved. Phil Buchanan suggested the News-Press seemed to be assigning a new reporter to the issue every time it resurfaced contributing to the incoherence of the accounts. He also warned about tarring the county's response with too broad a brush, in view of the fact that all commissioners were fully onboard regarding the need to replace the barrier. Other members speculated that because such a large portion of the News-Press' readership was in Cape Coral, it was not surprising that the newspaper would take a noncommittal stance on the replacement question. The motion to contact WGPU passed unanimously, and Aaron Adams agreed to act upon it.

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**Staff Report for LPA Hearing**

**CPA2010-04  
VILLAGES OF PINE ISLAND  
SEWER SERVICE  
PRIVATELY SPONSORED  
AMENDMENT  
TO THE**

---

**LEE COUNTY COMPREHENSIVE PLAN**

---

**THE LEE PLAN**

---

**LPA Public Hearing Document  
for the  
February 28<sup>th</sup>, 2011 Public Hearing**

---

*Lee County Planning Division  
1500 Monroe Street  
P.O. Box 398  
Fort Myers, FL 33902-0398  
(239) 533-8585*

**February 14, 2011**



**LEE COUNTY  
DIVISION OF PLANNING  
STAFF REPORT FOR  
COMPREHENSIVE PLAN AMENDMENT  
CPA2009-00005**

Text Amendment

Map Amendment

<b>This Document Contains the Following Reviews:</b>	
<input checked="" type="checkbox"/>	<b>Staff Review</b>
<input type="checkbox"/>	<b>Local Planning Agency Review and Recommendation</b>
<input type="checkbox"/>	<b>Board of County Commissioners Hearing for Transmittal</b>
<input type="checkbox"/>	<b>Staff Response to the DCA Objections, Recommendations, and Comments (ORC) Report</b>
<input type="checkbox"/>	<b>Board of County Commissioners Hearing for Adoption</b>

STAFF REPORT PREPARATION DATE: February 14, 2011

**PART I - BACKGROUND AND STAFF RECOMMENDATION**

**A. SUMMARY OF APPLICATION**

**1. APPLICANT/REPRESENTATIVE:**

NORDIC INVESTMENT CORPORATION  
6901 Kishwaukee Road  
Rockford Illinois, 61109

REPRESENTED BY JOHN N. BRUGGER  
600 Fifth Avenue South, Suite 207  
Naples Florida, 34102

**2. REQUEST:**

Amend Map 7 of the Lee Plan, the Future Sewer Service Areas Map, to provide sanitary sewer service to an approved multi-family residential development and two commercial properties.

**B. STAFF RECOMMENDATION AND FINDINGS OF FACT SUMMARY:**

**1. RECOMMENDATION:**

Staff recommends that the Board of County Commissioners *transmit* the proposed amendment to the Lee County Utilities Future Sewer Service Areas Map, Map 7, of the Lee Plan.

## **2. BASIS AND RECOMMENDED FINDINGS OF FACT:**

- The Future Sewer Service Areas depicted on Map 7 reflect the portion of Lee County anticipated to be served by wastewater infrastructure by Lee County Utilities within the Planning Horizon (2030)
- The Pine Island Waste Water Treatment Plant has capacity available to serve the approved development at build-out.
- The proposed amendment to Map 7 of the Lee Plan will not increase allowable densities and intensities of the subject site.
- Lee County Utilities has a 12 inch diameter sewage force main that abuts the subject property within the right-of-way of Stringfellow Road. The force main has been demonstrated through hydraulic calculations on record with Lee County Utilities to have the available capacity to provide adequate service to this project at build-out.
- The addition of the subject site to Map 7 of the Lee Plan will allow Lee County Utilities to serve the mixed use development that includes multi-family residential and commercial development approved through Development Order DOS 83-07-003-00D.
- Consistent with Policy 56.2.1, it is in the public interest of preserving public health and of preserving and enhancing environmental quality to have commercial and larger residential developments connect to central sewer when it is available.
- The developer has signed a wastewater reuse agreement with Lee County Utilities.

## **C. BACKGROUND INFORMATION**

### **1. EXISTING CONDITIONS**

**SIZE OF PROPERTY:** There are 76.06 acres subject to the requested Lee Plan Amendment. The applicant has only requested to include the uplands portions of the subject parcels. The wetlands portions of the property are not included in the proposed map amendment.

**PROPERTY LOCATION:** The subject site is located in the west side of Stringfellow Road, approximately 2.3 miles south of Pine Island Road.

**EXISTING LAND USE:** The southern commercial parcel along Stringfellow Road contains an existing commercial office building. The northern commercial parcel and the multi-family portion of the development remain vacant. Both commercial parcels contain constructed infrastructure improvements, and construction activities are ongoing in the multi-family parcel.

**CURRENT ZONING:** RM-2 and CS-1 (Z-81-226/226A)

**CURRENT FUTURE LAND USE CATEGORY:** Coastal Rural (only the uplands are proposed to be added to the Future Sewer Service Area)

## **2. LAND USE/ZONING/DEVELOPMENT ORDER HISTORY**

The subject property has valid approvals for a mixed use development consisting of multi-family residential and commercial portions. The development is known as The Villages of Pine Island. The Villages of Pine Island was approved with Development Order DOS 83-07-003.00D in 1984. The subject property was rezoned to RM-2 and CS-1 (Z-81-226/226A) in 1981.

The subject property was designated as "Rural" on the original Lee County Future Land Use Map. Subsequently the subject site was re-designated as "Coastal Rural" by Lee County Ordinance 03-03 (adopted 01/09/2003). The developer has continued to construct the project to build-out condition based upon the 1983 Development Order, keeping the Development Order active under the provisions of Lee County Land Development Code Section 10-115(c).

The original Development Order included private onsite wastewater treatment facilities. In 2007 the developer applied for and received an approved Minor Change to the Development Order to redesign the project to remove the on-site wastewater treatment plant. The new project design permits the development to connect the wastewater collection system into the central Lee County Utilities system, rather than to construct the private onsite wastewater treatment facilities. However, Lee County Utilities is not permitted to accept wastewater flow from the subject site because it is not located within the Future Sewer Service Area, as identified on Map 7 of the Lee Plan.

## **PART II - STAFF DISCUSSION**

### **A. STAFF DISCUSSION**

#### **SURROUNDING ZONING LAND USES, AND FUTURE LAND USE CATEGORIES**

The surrounding future land use categories consist of Coastal Rural and Wetlands. The Coastal Rural designated lands occur to the north, south and east of the subject site. The Wetlands designated lands are located west of the subject site.

North of the subject site is a mostly vacant platted single family residential subdivision with RS-1 zoning and vacant commercial properties with CG zoning directly adjacent to Stringfellow Road. South of the subject property is an operating tree farm with AG-2 zoning. East of the subject site, on the opposite side of Stringfellow Road the property is zoned AG-2 and Commercial Planned Development (CPD) the AG-2 property consists of two vacant parcels, a single family residence, and a nursery. The CPD consists of open and enclosed storage facilities.

#### **INTERNAL CONSISTENCY WITH THE LEE**

This Lee Plan Amendment application is to amend Map 7 to include 76.06 acres of uplands into the Lee County Utilities Future Sewer Service Area. This property was originally issued a Development Order on December 12, 1984. That development order permitted 49,800 square feet of commercial space in nine buildings, and 480 residential units in 120 four-plex buildings. Under the provisions of the Lee County Land Development Code Sec 10-115 (c), this is still a valid Development Order so long as construction activity is actively pursued, with no gap greater than 18 months. Based upon these provisions, the maximum development scenario for this property is that which is approved by

the existing Development Order. The densities and intensities permitted with the DOS 83-07-003.00D would not be permitted by the current Lee Plan.

There are several provisions within the Lee Plan that speak to the validity and accommodation of previously approved developments. Policy 2.2.3 and Policy 14.2.2 speak to giving “preference” and “priority” to valid development approvals when capacity of public facilities is a concern. To address consistency with the Lee Plan, Chapter 13: Procedures and Administration states that when a development order or final development order has been issued and determined to be consistent with the 1979 Lee Plan as amended, “such development, to the extent it cannot be reasonably comply with the standards established in the Lee Plan, will be deemed consistent with the Lee Plan.” Therefore the previously approved development is deemed consistent with the Lee Plan.

### **Greater Pine Island Community Plan**

Development cannot occur on Pine Island that is not consistent with the “810” and “910” rules identified in Policy 14.2.2 of the Lee Plan. Staff found Policy 14.2.2 to be “the main mechanism currently protecting Pine Island from over development that would worsen the existing congestion and evacuation hazard” during the Greater Pine Island Community Plan Update.

The “810” rule requires that:

*“When traffic on Pine Island Road reaches 810 peak hour, annual average two-way trips, the regulations will restrict further rezonings which would increase traffic on Pine Island Road through Matlacha. These regulations shall provide reasonable exceptions for minor rezonings on infill properties surrounded by development at similar intensities and those with inconsequential or positive effects on peak traffic flows through Matlacha, and may give preference to rezonings for small enterprises that promote the nature and heritage of Greater Pine Island.”*

The “910” rule requires that:

*“When traffic on Pine Island Road reaches 910 peak hour, annual average two-way trips, the regulations will provide restrictions on the further issuance of residential development orders (pursuant to chapter 10 of the Land Development Code), or other measures to maintain the adopted level of service, until improvements can be made in accordance with this plan. The effect of these restrictions on residential densities must not be more severe than restricting densities to one-third of the maximum density otherwise allowed on that property.”*

The thresholds for both the 810 and 910 rules have been reached, however the Villages of Pine Island Development Order, as long as it stays active, permits the 49,800 square feet of commercial space in nine buildings, and 480 residential units in 120 four-plex buildings. This development and the proposed Lee Plan amendment, to permit the connection the Lee County Utilities central sewer system, is consistent with Lee Plan Policy 14.2.2.

### **Public Participation**

Objective 14.7 of the Lee Plan requires that any applicant requesting an amendment to the Lee Plan within the Pine Island Planning Community must present the proposed amendment to the public within

the planning community. The applicant presented the proposed amendment to the public on January 4<sup>th</sup>, 2011. At this meeting the public expressed their support of adding the subject site to Map 7 of the Lee Plan. The proposed amendment is consistent with the public participation requirements of Objective 14.7 of the Lee Plan.

### **Community Facilities and Services**

The original development order approval included private onsite wastewater treatment facilities to provide the necessary sanitary sewer service. In 2007 the developer applied for and received a Minor Change to the Development Order to redesign the project to remove the on-site wastewater treatment plant. The new project design permits the development to connect the wastewater collection system into the central Lee County Utilities system, rather than to construct the private onsite wastewater treatment facilities. Lee County Utilities has adequate capacity at the Pine Island Waste Water Treatment Plant (WWTP), and in the adjacent 12 inch force main.

Lee County Utilities has provided the following analysis:

*The LCU Pine Island WWTP is currently permitted for .492 M.G.D. annual average daily flow and the expiration date is 2/28/20014. Our monthly operating report shows that our maximum monthly average daily flow over the last 12 month period to be .16 M.G.D. during the month of March, 2010. The maximum three- month average daily flow over the last 12 month period is .148 M.G.D. ,therefore, providing .344 M.G.D. of available capacity.*

*The above referenced project is currently approved for 480 multifamily units @ 200 G.P.D. which equates to 96,000 G.P.D. plus 50,000 square feet (S.F.) of commercial office space at 15 G.P.D. per 100 S.F. equals 7,500 G.P.D. for a total of 103,500 G.P.D. or .103 M.G.D., leaving a total of .241 M.G.D., available capacity at our plant.*

*LCU has a 12" diameter sewage force main that abuts the subject property within the right-of-way of Stringfellow Road and that main has the available capacity to provide adequate service to this project at build- out as demonstrated in the approved hydraulic calculations on record with LCU.*

*LCU has a reuse agreement with the developer addressing disposal...*

Policy 56.2.1 of the Lee Plan encourages connection to central sewer system for environmental reasons. Policy 56.2.1 is reproduced below:

***POLICY 56.2.1:*** *It is hereby declared that in the interests of preserving public health and of preserving and enhancing environmental quality, it is in the public interest to abate and cease use of septic tanks and wastewater treatment package plants where and when central sewer is available.*

As previously stated, a 12 inch diameter sanitary force main and a 12 inch diameter wastewater reuse line is adjacent to the subject site, and Lee County Utilities does have adequate treatment capacity at the Pine Island Waste Water Treatment Plant. Connection to the Lee County Utilities central sewer

system would abate the future use of the wastewater treatment package plant that the approved development would otherwise be forced to use. Connection to a centralized sewer system, and the identification of the subject property within the Future Sewer Service Area on Map 7 of the Lee Plan is consistent with Policy 56.2.1 of the Lee Plan and “is in the interest of preserving public health and preserving and enhancing environmental quality.”

Planning and Utilities staff finds that connection to the central sewer system that is available is desirable both ecologically and financially in the long term. The average expected life of a private wastewater treatment package plant is approximately 30 years. As these facilities approach the anticipated life expectancy, repairs and maintenance can become expensive. Alternatively, if not properly maintained unauthorized discharge can occur that result in negative impacts to the environment and financial penalties levied by state and/or federal agencies. In the past Lee County has been forced to take over and remove failing private wastewater treatment package plants at considerable expense to the public. Allowing the already approved development to connect to the available facilities would assure that this issue would be avoided in the future.

#### **CONSISTENCY WITH REGIONAL PLANS**

The proposed Lee Plan amendment is consistent with the goals of the Southwest Florida Regional Planning Council. On October 18<sup>th</sup>, 2007 the Southwest Florida Regional Planning Council passed a resolution “supporting the reduction and elimination of surface water discharges from small wastewater treatment facilities.” In this resolution the Regional Planning Council recommended that “no new package plants should be permitted on Barrier Islands, Bay Islands, Sound Islands, Pass Islands or the like.”

Amending the Lee County Utilities Future Sewer Service Area to include the subject site would allow the approved development to connect to the Lee County Utilities force main and eliminate the need for a new package plant on Pine Island.

#### **B. SUMMARY**

The applicant, Nordic Investment Corporation, has submitted an application that would add the subject property to the Future Sewer Service Areas identified on Map 7 of the Lee Plan. The subject site has approved zoning and valid Development Orders that permits 49,800 square feet of commercial space in nine buildings, and 480 residential units in 120 four-plex buildings. These approvals remain valid, however if the approvals were allowed to lapse or expire the site would only be permitted 23 residential units under today’s Land Development Code and Lee Plan.

Zoning and Development Order approvals for Village of Pine Island remain active and valid in accordance with Lee County Land Development Code Section 10-115(c). Because these approvals were granted prior to the establishment of the “810” and “910” rules by Policy 14.2.2 of the Lee Plan, these rules are not a valid concern for the already approved development.

Lee County Utilities has provided a memo concerning this connection. There is adequate capacity to serve the approved development at the Pine Island Wastewater Treatment Plant. Lee County Utilities is not permitted to accept wastewater flow from the subject site because it is not located within the Future Sewer Service Area, as identified on Map 7 of the Lee Plan.

Identifying the subject property on Map 7 of the Lee Plan, the Future Sewer Service Areas, would permit the previously approved Villages of Pine Island to connect to the Lee County Utilities central sewer system and reuse lines. This would result in development that is more consistent with the Lee Plan than currently exist. The proposed connection to the 12" sanitary force main is consistent with Objective 56.2 and Policy 56.2.1 of the Lee Plan.

**C. STAFF RECOMENDATION**

Staff recommends that the Board of County Commissioners *transmit* the proposed amendment to the Lee County Utilities Future Sewer Service Areas Map, Map 7, of the Lee Plan.

**PART III - LOCAL PLANNING AGENCY  
REVIEW AND RECOMMENDATION**

DATE OF PUBLIC HEARING: February 28, 2011

**A. LOCAL PLANNING AGENCY REVIEW**

**B. LOCAL PLANNING AGENCY RECOMMENDATION AND FINDINGS OF FACT  
SUMMARY**

**1. RECOMMENDATION:**

**2. BASIS AND RECOMMENDED FINDINGS OF FACT:**

**C. VOTE:**

**NOEL ANDRESS**

\_\_\_\_\_

**CINDY BUTLER**

\_\_\_\_\_

**CARIE CALL**

\_\_\_\_\_

**JIM GREEN**

\_\_\_\_\_

**MITCH HUTCHCRAFT**

\_\_\_\_\_

**RONALD INGE**

\_\_\_\_\_

**JACK MEEKER**

\_\_\_\_\_



**PART IV - BOARD OF COUNTY COMMISSIONERS  
HEARING FOR TRANSMITTAL OF PROPOSED AMENDMENT**

DATE OF TRANSMITTAL HEARING: \_\_\_\_\_

**A. BOARD REVIEW:**

**B. BOARD ACTION AND FINDINGS OF FACT SUMMARY:**

**1. BOARD ACTION:**

**2. BASIS AND RECOMMENDED FINDINGS OF FACT:**

**C. VOTE:**

<b>BRIAN BIGELOW</b>	_____
<b>TAMMARA HALL</b>	_____
<b>RAY JUDAH</b>	_____
<b>FRANK MANN</b>	_____
<b>JOHN MANNING</b>	_____

**PART V - DEPARTMENT OF COMMUNITY AFFAIRS OBJECTIONS,  
RECOMMENDATIONS, AND COMMENTS (ORC) REPORT**

DATE OF ORC REPORT: \_\_\_\_\_

**A. DCA OBJECTIONS, RECOMMENDATIONS AND COMMENTS**

**B. STAFF RECOMMENDATION**

**PART VI - BOARD OF COUNTY COMMISSIONERS  
HEARING FOR ADOPTION OF PROPOSED AMENDMENT**

DATE OF ADOPTION HEARING: \_\_\_\_\_

**A. BOARD REVIEW:**

**B. BOARD ACTION AND FINDINGS OF FACT SUMMARY:**

**1. BOARD ACTION:**

**2. BASIS AND RECOMMENDED FINDINGS OF FACT:**

**C. VOTE:**

<b>BRIAN BIGELOW</b>	_____
<b>TAMMARA HALL</b>	_____
<b>RAY JUDAH</b>	_____
<b>FRANK MANN</b>	_____
<b>JOHN MANNING</b>	_____

Minutes of GPICA General Membership Meeting Jan 4, 2011

Ballots for election of board members (copy below) were distributed members who were current in their dues.

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2011 GPICA Board Of Directors Ballot

Board members whose terms run for one more year:

Aaron Adams, Kathryn Aldridge, Cathy Hendrickson

Board candidates for 2 year terms (vote for up to eight)

\_\_\_\_\_ Jim Fors \_\_\_\_\_

\_\_\_\_\_ Greg Lehman \_\_\_\_\_

\_\_\_\_\_ Bill Mantis \_\_\_\_\_

\_\_\_\_\_ Roger Wood \_\_\_\_\_

nomination)

\_\_\_\_\_ Nancy Hindenach (floor

Meeting was called to order at 7:07 PM by Bill Mantis (standing in for president Cathy Hendrickson). Pledge of allegiance was recited.

Board nominations were solicited from the floor. Nancy Hindenach was added to the ballot. Members voted and ballots were collected.

Speaker for the evening was Aaron Adams who discussed the likely effects of the oil spill in the Gulf on fish and wildlife in Charlotte Harbor, as well as the likely effects of the impact of the fresh water runoff from Cape Coral canals in light of the Ceitus Boat Lift issue.

Given the usual circulation of currents in the Gulf and barring some unusual onshore winds, Aaron never felt that Charlotte Harbor was likely to suffer major pollution. While NOAA tracked the surface oil, the agency could not properly assess or track the amount of oil at greater depths. Since the effect of the damage to critters at the bottom of the food chain is likely to be reflected in their reproductive rates over the long term, demonstrating negative effects to game fish at the top of the food chain is an even longer-term, more-tentative proposition, a problem compounded by the fact that research into such phenomena is seriously underfunded and much of what funding does exist goes to northeastern US and other areas.

More problematic for species like tarpon, however, is what occurs in their fresh-water-creek nursery grounds. Nutrient- and coliform bacteria-laden runoff is very destructive, on top of which when large swings in salinity occur, the mix becomes even more toxic. As development occurs, both polluted runoff and salinity swings increase. Many sea-grasses cannot survive drastic salinity changes and require some 6 months of stable levels to reestablish.

Before development in Cape Coral, runoff into Matlacha pass following rains was gradual, was dispersed along the length of the shoreline, and was filtered by the action of mangroves and other plant life. But with canals and residential development comes sudden and concentrated freshwater releases. The original purpose of the barrier created by the Ceitus Boat Lift was to mitigate the dramatic swings caused by freshwater surges and to reestablish the historic patterns of runoff and its natural treatment. Failure to replace the lift would, of course, guarantee the return of the more recent pattern of runoff surge and pollution. The seeming reluctance of the DEP to require replacement of the lift is very troubling.

Dave Lukasek wondered why the coverage of the problem in the News-Press and local TV had

been so sparse and why Lee County's response to the problem seemed to be so lackadaisical. Dave made a motion to have the board contact WGPU to encourage them to improve their coverage. Nancy Hindenach, a Matlacha resident who has been helping to coordinate her community's response to the prospective ecological destruction, assured Dave that her group has been in touch with all local news media, has written letters to the editor and guest opinion columns. She said she had contacted the EPA at the federal level in hopes of getting them involved. Phil Buchanan suggested the News-Press seemed to be assigning a new reporter to the issue every time it resurfaced contributing to the incoherence of the accounts. He also warned about tarring the county's response with too broad a brush, in view of the fact that all commissioners were fully onboard regarding the need to replace the barrier. Other members speculated that because such a large portion of the News-Press' readership was in Cape Coral, it was not surprising that the newspaper would take a noncommittal stance on the replacement question. The motion to contact WGPU passed unanimously, and Aaron Adams agreed to act upon it.

-The business portion of the meeting followed the standard format.

Treasurer Bill Mantis reported the last month's activity in the current account. \$150 had been collected in membership dues, \$27.57 had been spent to provide treats and beverages for the December meeting, leaving a checking account balance of \$5,818.52.

Dave Lukasek sought to make a motion to revert to the earlier method of billing for membership dues whereby members would be informed in the month their membership expired and billed at that time. The chair ruled his motion out of order. Dave accused the GPICA of operating as a tyranny and stomped out of the meeting.

Phil Buchanan apologized for his failure to bring up an issue earlier that required a ruling from the Civic Association. Developer Robert "Smokey" Smeja was informed by the county that he would be required to hook his future development into the island sewer system. However, the proposed development does not fall within the utility department's sewer service area map. In order for the map to be extended to the proposed development, the action would need to be endorsed by the community/GPICA. Phil Buchanan made a motion to endorse the service area enlargement. The motion passed unanimously. Mr Smeja offered to brief the membership on the details of his development, but the hour was late and he therefore agreed to do so at a later time. Since Mr. Smeja did not solicit the GPICA's opinion on the design or suitability of his development, none was offered. Accordingly, endorsement of the sewer area enlargement, should not be construed as an endorsement of the development itself.

The slate of board candidates was elected unanimously.

Bill Mantis, temporary secretary.

## Dunn, Brandon

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**From:** Osterhout, Thom  
**Sent:** Thursday, February 10, 2011 9:44 AM  
**To:** Dunn, Brandon  
**Cc:** Wegis, Howard; Noble, Matthew; Meurer, Douglas; Hill, Thomas  
**Subject:** FW: Villages of Pine Island Service Area Map Amendment  
**Attachments:** RPC\_Final\_Package\_Plant\_Res\_101807.pdf; Villages of Pine Island-Nordic Invest Corp 4-3-07.pdf

The LCU Pine Island WWTP is currently permitted for .492 M.G.D. annual average daily flow and the expiration date is 2/28/2014. Our monthly operating report shows that our maximum monthly average daily flow over the last 12 month period to be .16 M.G.D. during the month of March, 2010. The maximum three-month average daily flow over the last 12 month period is .148 M.G.D. ,therefore, providing .344 M.G.D. of available capacity.

The above referenced project is currently approved for 480 multifamily units @ 200 G.P.D. which equates to 96,000 G.P.D. plus 50,000 square feet (S.F.) of commercial office space at 15 G.P.D. per 100 S.F. equals 7,500 G.P.D. for a total of 103,500 G.P.D. or .103 M.G.D., leaving a total of .241 M.G.D., available capacity at our plant.

LCU has a 12" diameter sewage force main that abuts the subject property within the right-of-way of Stringfellow Road and that main has the available capacity to provide adequate service to this project at build-out as demonstrated in the approved hydraulic calculations on record with LCU.

LCU has a reuse agreement with the developer addressing disposal and we have attached that to this e-mail along with the RPC Plant Resolution for your convenience.

Should you have any further questions, or if I have not addressed all the issues, do not hesitate in contacting me.

Thom Osterhout  
Senior Manager  
Development  
Lee County Utilities  
1500 Monroe Street  
Fort Myers, Florida 33901  
[TOsterhout@leegov.com](mailto:TOsterhout@leegov.com)  
(239) 533-8165  
Fax (239) 485-8385

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Please note: Florida has a very broad public records law. Most written communications to or from County Employees and officials regarding County business are public records available to the public and media upon request. Your email communication may be subject to public disclosure.

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

This Instrument Prepared By:

Lee County Utilities  
P. O. Box 398  
Fort Myers, Florida 33902-0398

Strap Nos. 04-45-22-00-00000.0000  
(Villages of Pine Island)

INSTR # 2007000153217, Pages 16  
Doc Type AGR, Recorded 05/10/2007 at 04:24 PM,  
Charlie Green, Lee County Clerk of Circuit Court  
Rec. Fee \$137.50  
Deputy Clerk AFURNIER  
#1

(THIS SPACE RESERVED FOR RECORDING) - LCU 500283

**AGREEMENT FOR THE DELIVERY  
AND USE OF RECLAIMED EFFLUENT WATER**

THIS AGREEMENT is made and entered into on this 3<sup>rd</sup> day of April 2007; between Nordic Investment Corp. an Illinois Corporation and its assigns and successors in interest, hereinafter referred to as the "USER," and LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY."

**WITNESSETH:**

WHEREAS, the COUNTY owns, maintains, and operates wastewater treatment facilities in Lee County and intends to produce treated effluent of a quality for the irrigation of grasses, woodlands, and certain crops; and

WHEREAS, the USER desires an allocated capacity at the COUNTY's wastewater treatment facility to serve it's development and the USER agrees to accept an equal amount of treated effluent to be used for irrigation purposes; and

WHEREAS the COUNTY must remain in compliance with the Florida Department of Environmental Protection Regulation by expanding it's utilization of reclaimed water within the service area of the COUNTY's wastewater treatment facility.

WHEREAS, the COUNTY desires to deliver this treated effluent for irrigation use by others as a means of effluent disposal; and

WHEREAS, the COUNTY intends to utilize a reclaimed effluent distribution system in order that delivery can be made under pressure directly to USER in a closed system; and

WHEREAS, USER now owns or otherwise controls the land upon which the reclaimed effluent water is to be used for irrigation purposes; and

WHEREAS, the County believes that it is in the best public interest to enter into this Agreement in order to further dispose of effluent water from its wastewater treatment facilities.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the USER and COUNTY do hereby agree as follows:

BS 20070092-UTL

C10a

4-3-07

## **BACKGROUND**

As one of the conditions to the USER obtaining their Development Order for Villages of Pine Island (DO#DOS 83-07-00300D) the development must provide a means for treatment and disposal of its generated wastewater. In order for the COUNTY's Pine Island Wastewater Treatment Facility to accept wastewater from the development there must be the ability to dispose of the treated wastewater. The intent of this agreement is to ensure the USER will be responsible for accepting at least the same amount of reclaimed water as the wastewater generated by the USER's development.

### **1. EASEMENTS** (N/A - USING EASEMENT RECORDED 2-15-07, INSTRUMENT #2007000052176)

(a) If the Point of Delivery is within the USER'S property, the USER will grant to the COUNTY, an easement for operation and maintenance of the delivery system for the reclaimed effluent water on the USER'S property. The easement agreement itself, and the legal description of the property subject to the easement are incorporated by reference, attached hereto as Exhibit A, and made a part of this Agreement.

(b) Upon execution by both parties of Exhibit A, it shall be recorded in the appropriate record book in the official records of Lee County, Florida.

### **2. TERM OF THE AGREEMENT**

(a) The COUNTY shall deliver and the USER shall accept and use reclaimed effluent water produced by the COUNTY from one of its wastewater treatment facilities, and this Agreement shall be effective on the date of the execution and for a term of twenty (20) years from date of Board approval. The term of this Agreement shall be renewed automatically for two (2) additional twenty (20) year terms beyond the initial twenty-year term. In the event the USER and the COUNTY mutually agree to terminate this agreement, the USER shall provide an acceptable alternative as determined by the COUNTY for the disposal of reclaimed water in the amount specified in this agreement.

### **3. USE OF RECLAIMED WATER: USER'S IRRIGATION SYSTEM**

(a) The USER shall use reclaimed water delivered by the COUNTY for agricultural or urban irrigation; to include, but not be limited to, golf courses, lawns, and roadway right-of-way, or other purposes in any manner determined by the USER, except that use of the reclaimed water shall be consistent with all local, state, and federal regulations, and in such a manner as not to require a federal wastewater discharge permit.

(b) The USER agrees to receive reclaimed water within thirty (30) days of receipt of written notice from the COUNTY that deliveries will commence. The USER shall be solely responsible for the operation and maintenance of all portions of the USER'S irrigation system located within the boundaries of USER'S property and in accordance with the conditions established in Exhibit B of this Agreement.

### **4. WATER QUALITY**

Reclaimed water delivered under this Agreement shall be treated to levels acceptable to meet the requirements of Chapter 62-6 Florida Administrative Code and F.D.E.P. requirements for irrigation on lands for public access.



5. **VOLUME OF WATER: DELIVERY SCHEDULE**

The COUNTY will deliver reclaimed water and the USER shall accept and use a volume of gallons of reclaimed water per day in accordance with the conditions established in Exhibit B. The COUNTY will require the USER to install appropriate meters at the Point of Delivery so that the volume of reclaimed water delivered will be monitored.

6. **POINT(S) OF DELIVERY**

The Point(s) of Delivery of reclaimed water from the COUNTY to the USER is immediately downstream of the meter. The COUNTY shall own, operate, and maintain the reclaimed water distribution system upstream of the Point(s) of Delivery. The USER shall own, operate, and maintain all works downstream of the Point(s) of Delivery.

The USER shall provide, in a manner approved by the appropriate regulatory agencies, a positive check-valve between the reclaimed water irrigation system and any other irrigation water source(s). The cost of such check-valve and its installation shall be borne by the USER, and the complete operation of the check-valve shall be the responsibility of the USER. The USER agrees to identify to the COUNTY all well(s) connected to the irrigation system. The USER may continue to use its existing well(s) and/or lake or pond water source(s) for its irrigation system, provided that the two are not operated simultaneously.

It shall be the USER'S responsibility to construct all lines, meters, etc., necessary to extend reclaimed water lines from existing COUNTY facilities. Construction shall be in accordance with COUNTY Standards. Record drawings shall be submitted to the COUNTY, as well as a Certificate of Contributory Assets, covering all facilities on the upstream side of, and including, the meter. A Release of Lien and a One-Year Warranty shall be furnished prior to the Utilities Department forwarding the project to the Board of County Commissioners for final acceptance of the portion of the line upstream of the meter.

7. **DELIVERY OF RECLAIMED WATER UNDER ADVERSE CONDITIONS**

(a) Adverse weather conditions or unforeseen circumstances may necessitate modification of the normal delivery schedule. Their USER may have the right to restrict the use of the reclaimed water to be delivered in the event of adverse weather conditions or unforeseen circumstances. The USER shall not restrict the use of reclaimed water until all alternate application sites available to the USER have been utilized to their capacity. Notice to the COUNTY of the USER'S intent to restrict the use of the reclaimed water shall be in writing and accepted by the COUNTY in advance. If advance notice to the COUNTY is not practical, then the USER shall give oral notice of the restriction to the COUNTY immediately, to be followed by a written document as soon as it is practical, fully describing the circumstances for the restriction.

(b) Both parties also recognize that adverse weather conditions or unforeseen circumstances may result in a need for reclaimed water greater than the volume set forth in Paragraph 5. Each USER shall have the right to draw additional water, subject to availability of reclaimed water supplies. During any period in which more than one USER exercises the right to draw additional reclaimed water, the COUNTY will furnish water, if available, as the transmission and delivery systems are capable of handling.

(c) If the COUNTY'S transmission or distribution system fails for reasons or events beyond the COUNTY'S control, then delivery of reclaimed water under the requirements of this Agreement may be interrupted or limited in quantity.

## 8. EMERGENCY SITUATIONS

The COUNTY shall not be held liable by the USER for failure to deliver reclaimed water if an emergency situation preventing such delivery exists.

If and when emergency situations occur, the COUNTY will notify the USER by telephone and follow up with a letter stating the nature of the emergency and the anticipated duration.

## 9. TERMINATION OR ASSIGNMENT

(a) In the event the COUNTY and the USER mutually agree to terminate this agreement subject to the limitations in paragraph two (2), the USER shall be liable for all costs and expenses that the COUNTY may incur for developing any alternate method of disposal of the effluent not taken as the result of the USER'S termination, unless such termination is mandated by a State or Federal regulatory agency.

(b) The COUNTY shall have the express right to collect from USER, all costs expended by the COUNTY that are associated with any alternate method of disposal of the effluent not taken as the result of the USER'S termination, subject to the condition in Part 9(a) above.

(c) The COUNTY shall have the right to terminate this Agreement if performance is prevented by third-party litigation or any other event beyond the control of the COUNTY.

(d) The COUNTY shall have the right to transfer all or any part of the treatment or distribution facilities to others and to assign all or any part of its rights and obligations under this Agreement to others who shall be bound by and accept, and be exclusively responsible for all applicable terms and conditions of this Agreement.

## 10. EXCUSE FROM PERFORMANCE BY GOVERNMENTAL ACTS

If for any reason during the term of this Agreement, Local, State or Federal governments or agencies shall fail to issue necessary permits, grant necessary approvals, or shall require any change in the operation of the treatment, transmission and distribution systems or the application and use of reclaimed water, then to the extent that such requirements shall affect the ability of any party to perform any of the terms of this Agreement, the affected party shall be excused from the performance thereof and a new Agreement shall be negotiated by the parties hereto in conformity with such permits, approvals, or requirements.

## 11. TRANSFER OR MODIFICATION OF USER'S COMMITMENT

Sale of Land: The USER'S right to sell, transfer or encumber the land described in Exhibit A shall not be restricted by this Agreement, except that immediate written notice of any proposed sale or transfer must be given to the COUNTY at the address noted in Section 20 herein, and the buyer or transferee must execute and deliver to the COUNTY prior to the sale or transfer, an acknowledgement and acceptance of the prior USER'S commitment under the same terms and conditions of this Agreement. In effect, this Agreement shall run with the land, and as such, shall be properly filed with the Property Records of Lee County, Florida.

## 12. INDEMNIFICATION

(a) The COUNTY will be liable for money damages in tort for any injuries to or losses of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or

employee of the County while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be held to be liable in accordance with the general laws of the State of Florida, subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised or amended from time to time.

(b) The obligation of the COUNTY to indemnify the USER to the extent provided by Section 768.28, Florida Statutes, shall be conditioned upon the compliance of the USER with all regulatory agency requirements and regulations for the use of the reclaimed water from the point of the USER'S control, provided that the noncompliance with the said regulations by the USER is the primary or proximate cause of the alleged injury, illness or disease to persons or to property.

(c) The USER shall save and hold harmless and indemnify COUNTY, its agents, representatives, servants and employees, insofar as it legally may from all claims costs, penalties, damages and expenses (including attorney's fees) arising out of the following:

1. Claims related to the USER'S construction, erection, location, operation, maintenance, repair, installation, replacement or removal of that part of the system controlled by the USER for efficient disposal and reuse;
2. Claims arising out of USER'S negligence or omissions upon any areas controlled by COUNTY that are contained within, adjoining or abutting USER'S property, or claims arising out of USER'S negligence or omissions within an area controlled, operated, or maintained by USER;
3. Claims or demands that the use of the reclaimed irrigation water by the USER in the manner set forth in this Agreement constitutes a nuisance, or is in violation of Statutes or regulations, within or upon any areas controlled, operated, or maintained by USER.

USER'S indemnification of the COUNTY in the above listed claims are subject to the terms and conditions contained in Paragraphs 7 and 8 of this Agreement.

### **13. RIGHT TO SET RATES, FEES AND CHARGES**

Nothing in this Agreement shall be construed as affecting in any way COUNTY'S right and obligation to set fees, rates and charges, and its authority to regulate the delivery, storage, use, or spraying of effluent. COUNTY specifically, and without limitation, reserves the right to set rates, fees and charges for the provision of treated effluent in accordance with the authority vested in COUNTY and in accordance with the rules, regulations, and procedures prescribed for COUNTY under the Laws of Florida.

### **14. CHARGES AND RELATED CONSIDERATIONS**

The COUNTY will charge the USER monthly for the number of gallons used at the current rate per 1,000 gallons. Payment shall be made to the COUNTY within 30 days following receipt of the bill.

### **15. ACCESS**

The COUNTY shall have the right, at any reasonable time and upon written notice to the USER in advance, to enter upon the property of the USER to review and inspect the practices of the USER with respect to conditions agreed to herein, to include compliance with any and all Local, State and Federal regulatory agencies.

Such entry shall normally be for the purpose of review of the operation of reclaimed water irrigation

system, for inspection of COUNTY-owned mains and appurtenances, and for sampling at any monitoring wells located on the property of the USER. The USER has the option of having a representative accompany the COUNTY personnel. All such on-site monitoring will be at COUNTY'S expense.

**16. DISCLAIMER OF THIRD PARTY BENEFICIARIES**

This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto.

**17. SEVERABILITY**

If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared to be severable.

**18. LAND USE APPROVALS**

This Agreement shall not be construed as a basis for (1) granting or assuring or indicating or (2) denying, refusing to grant or preventing any future grant of land use or zoning approvals, permissions, variances, special exceptions, or rights with respect to the real property in the irrigated area.

**19. APPLICABLE LAW**

This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

**20. NOTICES**

All notices required or authorized under this Agreement shall be given in writing and shall be served by mail on the parties at the addresses below:

COUNTY: LEE COUNTY UTILITIES  
Post Office Box 398  
Fort Myers, FL 33902-0398

USER: Nordic Investment Corp. an Illinois Corporation  
6901 Kishwaukee Road  
Rockford, IL 61109

**21. WAIVER OF RIGHTS AFFORDED BY THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970**

The USER acknowledges having been informed of his rights under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. The USER also acknowledges receipt of a copy of EPA Regulations and Implementation of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and hereby voluntarily waives these rights.

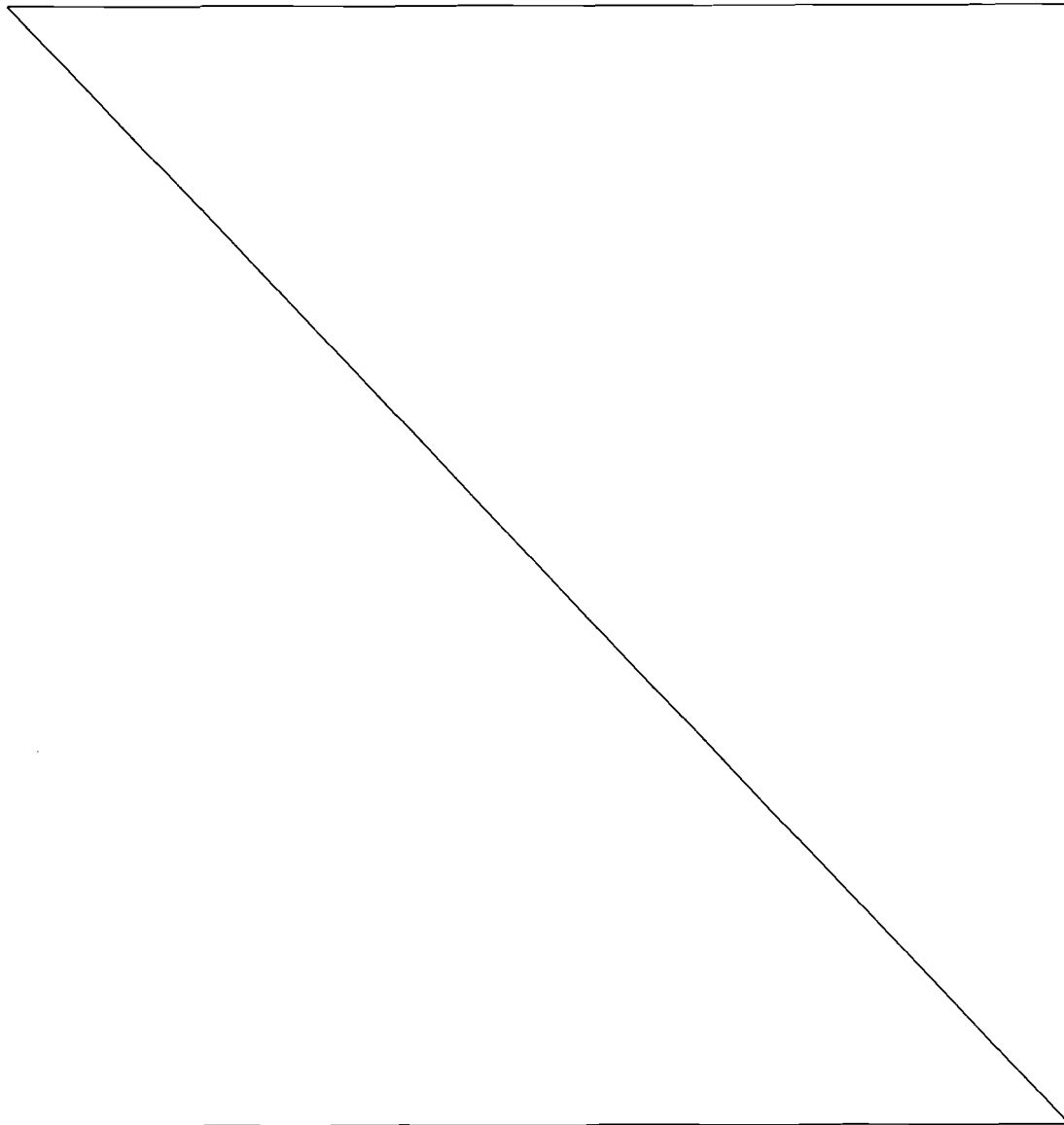
**22. EXHIBITS AND ADDENDUMS**

This Agreement incorporates the following exhibits and addendums which are specifically made a part of this Agreement:

- Exhibit A: Delivery and Use of Reclaimed Water Easement (Easement Not Required/Using Previously recorded Easement)
- Exhibit B: Contract Conditions between LEE COUNTY and

Nordic Investment Corp. an Illinois Corporation  
(Villages of Pine Island)

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IN WITNESS WHEREOF, this AGREEMENT, with its attached Exhibits and/or Addendums, constitutes the entire Agreement between the parties and has been entered into voluntarily and with independent advice and legal counsel, and has been executed by the authorized representative of each party on the date written herein. Modifications to and waivers of the provisions herein shall be made in writing by the parties hereto.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

WITNESS:

[Handwritten Signature]  
[1st Witness' Signature]

John N. Bruyer  
[Type or Print Name]

\_\_\_\_\_  
[2nd Witness' Signature]

\_\_\_\_\_  
[Type or Print Name]

Robert Smejka  
["User's" Signature]

Robert Smejka  
[Type or Print Name]

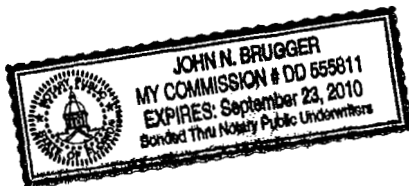
trustee  
[Title]

STATE OF FLORIDA

COUNTY OF Collier

The foregoing instrument was signed and acknowledged before me this 11th day of December, 2006 by Robert B. Smejka who produced the following as identification \_\_\_\_\_ or is personally known to me, and who did/did not take an oath.

[Notary Seal]



[Handwritten Signature]  
[Signature of Notary]

\_\_\_\_\_  
[Typed or Printed Name]

The foregoing **AGREEMENT** was approved and accepted for and on behalf of Lee County, Florida, this 3rd day of April, 2007.

ATTEST:  
CHARLIE GREEN, CLERK

BY: Kathleen A. Metz  
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS OF  
LEE COUNTY, FLORIDA

BY: [Signature]  
Chair



APPROVED AS TO FORM

BY: [Signature]  
Office of the County Attorney

**EXHIBIT A  
(FIGURE A-1)**

NORDIC INVESTMENT CORPORATION  
(NAME OF ASSOCIATION)  
(VILLAGES OF PINE ISLAND)

**PUBLIC UTILITY EASEMENT (N/A)**

(INSERT/ATTACH HERE, EASEMENT DESCRIPTION, AND SITE SKETCH WITH “POINT OF DELIVERY” AT METER STATION INDICATED WITHIN THE EASEMENT)

NOTE: **NO EASEMENT IS ATTACHED** FROM NORDIC INVESTMENT CORPORATION FOR VILLAGES OF PINE ISLAND BECAUSE THE POINT OF DELIVERY IS IN THE SAME EASEMENT PREVIOUSLY RECORDED ON 2-15-07 UNDER INSTRUMENT NO. 2007000052176, FOR THE WINDJAMMER POINT DEVELOPMENT-

(SEE ATTACHED SITE SKETCH SHOWING POINT OF DELIVERY)



**EXHIBIT A**  
**FIGURE A-1**

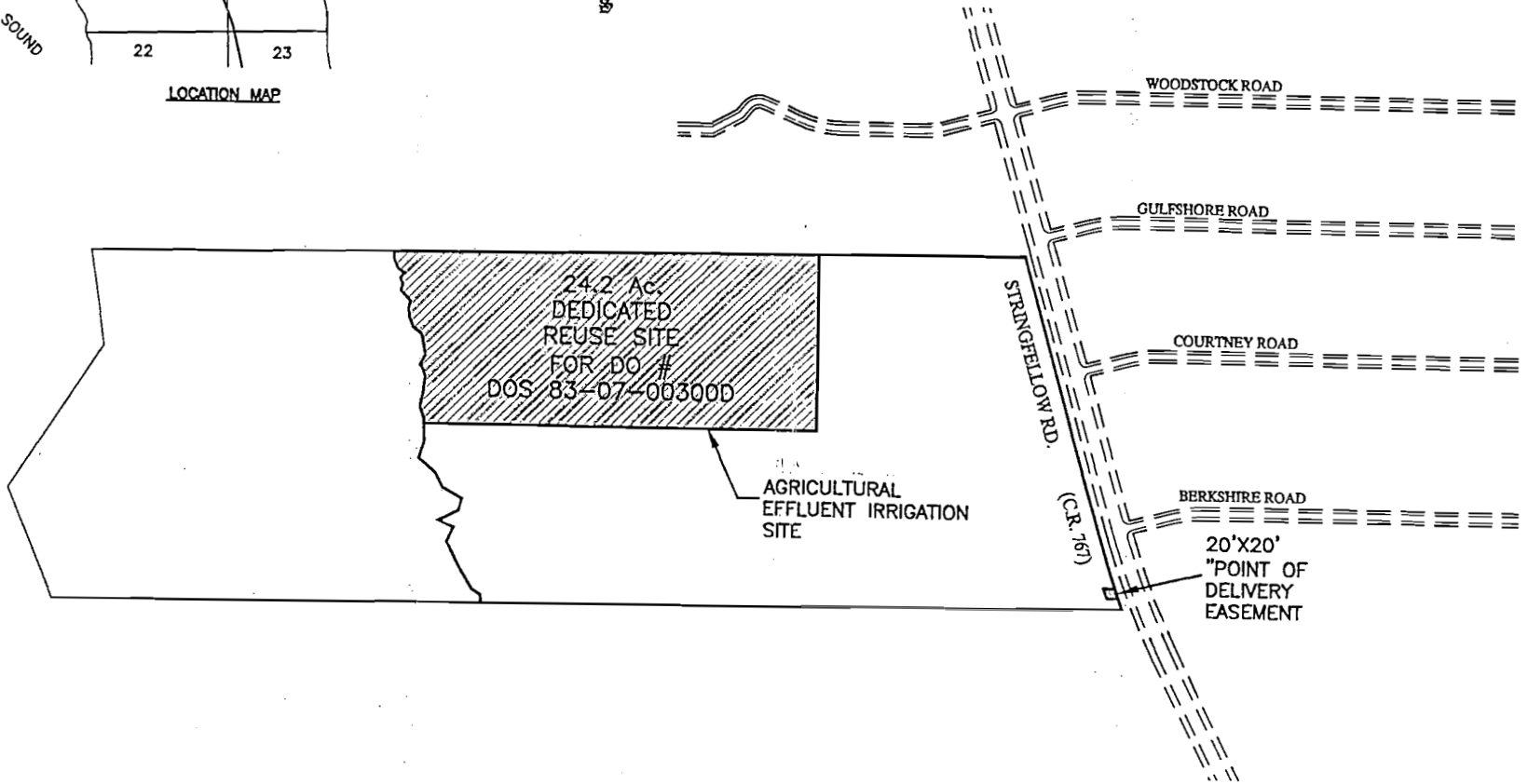
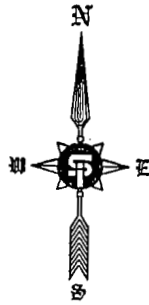
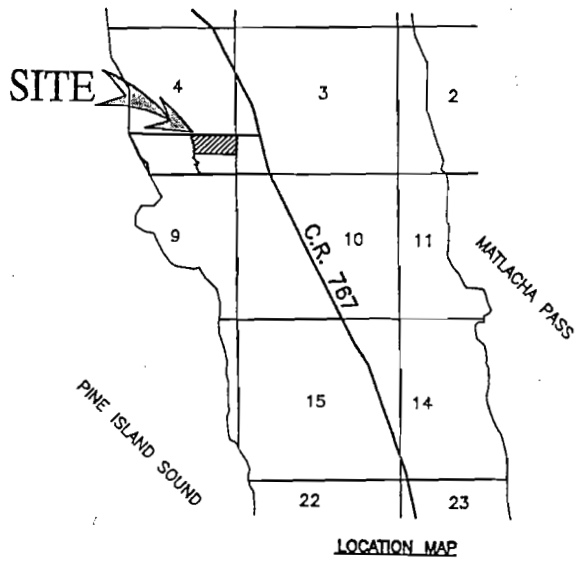
NORDIC INVESTMENT CORP., an Illinois Corporation  
(NAME OF ASSOCIATION)

**PUBLIC UTILITY EASEMENT**

LEGAL DESCRIPTION OF POINT-OF-DELIVERY EASEMENT  
(EASEMENT PREVIOUSLY RECORDED)

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 45 SOUTH, RANGE 22 EAST, AND RUNNING THENCE ALONG THE SOUTH LINE OF SECTION 3 N89°27'37"E FOR 784.66'; THENCE BY A CURVE TO THE RIGHT OF RADIUS 1942.86', AN ARC DISTANCE OF 21.29', SAID ARC BEING SUBTENDED BY A CHORD BEARING N20°34'41"W FOR 21.29' TO THE POINT OF BEGINNING; THENCE S89°27'37"W FOR 21.23'; THENCE N19°44'45" W FOR 21.18'; THENCE N89°27'37" E FOR 21.15' TO THE SOUTHWEST RIGHT OF WAY OF STRINGFELLOW ROAD; THENCE BY A CURVE TO THE LEFT OF RADIUS 1942.86', AN ARC DISTANCE OF 21.21', SAID ARC BEING SUBTENDED BY A CHORD BEARING S19°57'05" E FOR 21.21' TO THE POINT OF BEGINNING. CONTAINING 424 SQUARE FEET OR 0.01 ACRES +/-.

7/1/96



(VILLAGES OF PINE ISLAND)

SITE SKETCH  
FIGURE A-1

EXHIBIT A



SOURCE, INC.  
ENGINEERS - PLANNERS  
Engineering Business #2627

**EXHIBIT A  
(FIGURE A-2)**

Nordic Investment Corp. an Illinois Corporation  
(NAME OF ASSOCIATION)

**LEGAL DESCRIPTION OF PROPERTY TO BE SERVED:**

(INSERT/ATTACH LEGAL DESCRIPTION HERE OF PROPERTY WHICH IS  
SUBJECT TO IRRIGATION WITH RECLAIMED WATER)

**EXHIBIT A**  
**FIGURE A-2**

NORDIC INVESTMENT CORP., an Illinois Corporation  
(NAME OF ASSOCIATION)

**LEGAL DESCRIPTION OF PROPERTY TO BE SERVED**

DESCRIPTION:

AGRICULTURAL REUSE SITE FOR DOS83-07-00300D  
SECTIONS 3 & 4, TOWNSHIP 45 SOUTH, RANGE 22 EAST  
PINE ISLAND, LEE COUNTY, FLORIDA

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 4, TOWNSHIP 45 SOUTH, RANGE 22 EAST, AND RUNNING THENCE; N00°24'02" 1353.90'; THENCE S89°19'49" W 379.92' TO THE POINT OF BEGINNING; THENCE S00°34'34" E 652.03'; THENCE S89°25'26" W 1586.96'; THENCE N17°25'44" W 50.88'; THENCE N09°54'38" E 85.06'; THENCE N10°25'35" E 27.76'; THENCE N12°55'09" W 30.02'; THENCE N43°14'51" W 21.78'; THENCE N27°30'38" E 16.96'; THENCE N29°04'50" E 32.13'; THENCE N07°25'20" W 31.24'; THENCE N12°53'28" W 53.08'; THENCE N50°01'26" W 39.76'; THENCE N18°41'36" W 39.57'; THENCE N06°27'47" W 35.73'; THENCE N19°45'12" E 29.66'; THENCE N48°38'05" W 37.29'; THENCE N37°06'08" W 29.26'; THENCE N15°54'53" E 24.90'; THENCE N24°48'58" W 19.33'; THENCE N07°26'17" E 11.51'; THENCE N46°39'56" E 20.88'; THENCE N56°57'00" W 26.12'; THENCE N18°41'45" W 40.77'; THENCE N05°56'57" W 29.79'; THENCE N89°19'48" E 1688.09' TO THE POINT OF BEGINNING.

CONTAINING 24.2 ACRES +/-

7/1/96

**EXHIBIT B**  
**CONTRACT CONDITIONS BETWEEN**  
**USER AND LEE COUNTY**

THE FOLLOWING conditions are agreed to by Nordic Investment Corp. an Illinois Corporation, (hereinafter referred to as "USER"), and LEE COUNTY (hereinafter referred to as "COUNTY"), for the use of reclaimed effluent water. Conditions set forth in this Exhibit B are in accordance with the Agreement and are meant to meet the specific needs of the individual USER and the COUNTY.

All conditions of this Exhibit B are specifically added to and made part of this Agreement.

**Location of Distribution Point and Property:**

The distribution point (or Point of Delivery) to the meter station where the County is to deliver the reclaimed water shall be considered a point inside the easement shown in Figure A-1, of Exhibit A of the Agreement.

The property identified by the USER to receive reclaimed water is described in Exhibit A of the Agreement, and shown in Figure A-2 of Exhibit A of the Agreement.

**Quantity of Reclaimed Water:**

The COUNTY will deliver and the USER shall accept a monthly average flow of 0.110465 million gallons per day (MGD) reclaimed water. Availability of the reclaimed water shall be determined by the COUNTY based upon: flow into the treatment facility, quality of the reclaimed water, and/or priority level as established in the Agreement. The maximum rate available to the USER, pursuant to adverse conditions under Section 7 (b) will be twice the average daily flow rate of 0.110465 MGD, or 0.22093 MGD.

**Operation and Maintenance Practices:**

The USER will apply reclaimed water in accordance with all appropriate Local, State, and Federal rules and regulations.

Reclaimed water irrigation systems shall protect human health and the environment, which includes, but is not limited to, the following:

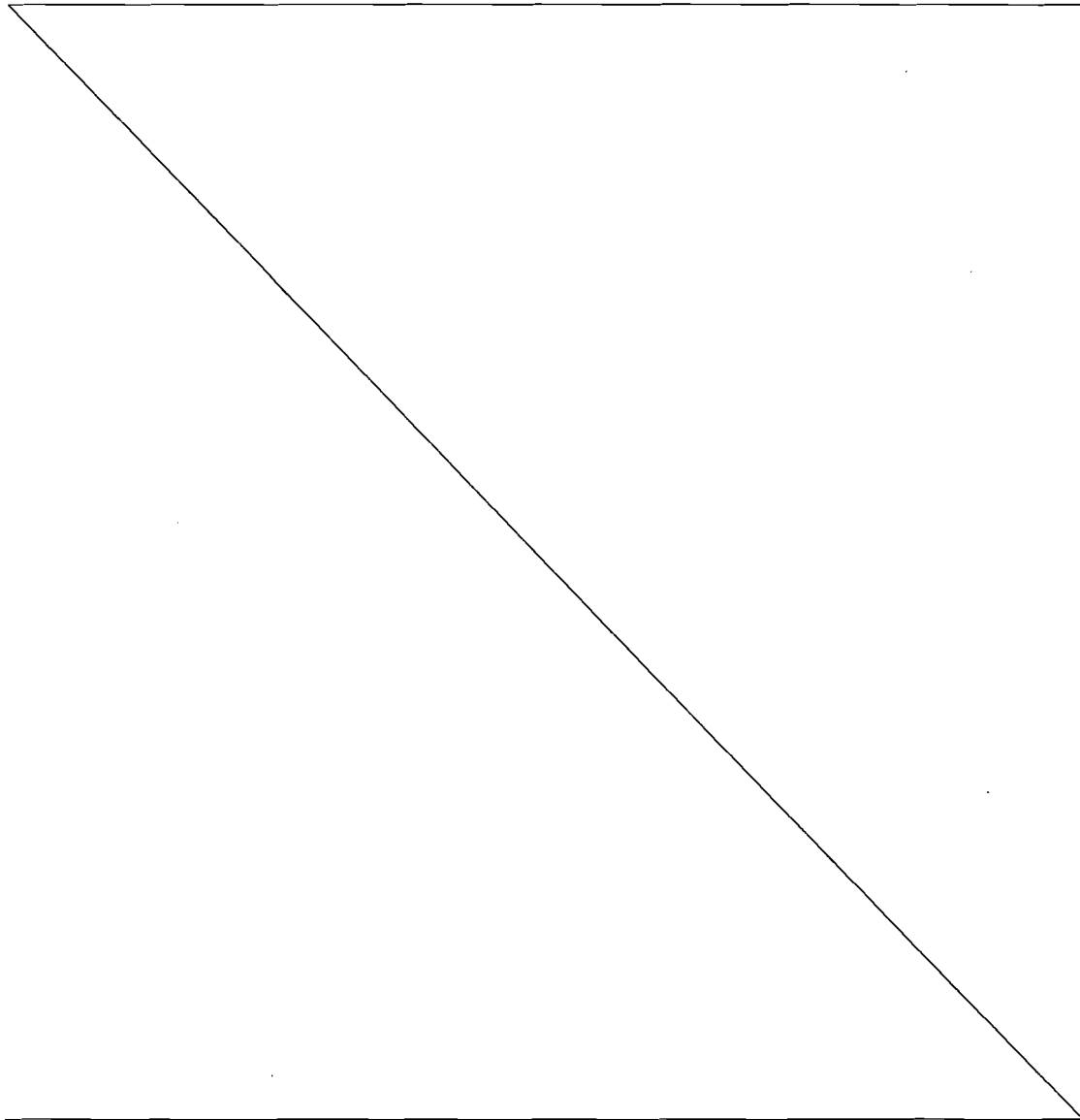
1. Appropriate warning signs shall be posted around the sites utilizing reclaimed water by the USER to designate the nature of the water and its non-potability.
2. The USER will also take all reasonable precautions, including signs and labeling, to clearly identify reclaimed water systems to prevent inadvertent human consumption.
3. The USER shall ensure that no inter-connections are made between the reclaimed water system and other water systems, which includes the installation of irrigation check valves on existing wells that are to remain connected to the irrigation system for reclaimed water.
4. A distance of 500 feet should be maintained between the periphery of the reclaimed water irrigation system application site and any existing or approved (but not yet constructed) shallow drinking water wells.
5. A distance of 1,000 feet shall be maintained between potable water wells and holding ponds which are incorporated into the irrigation system.

6. The USER shall give approval to the COUNTY to conduct soil borings and locate monitoring wells at the perimeter of the property in areas agreeable to the USER so as not to interfere with USER'S operations. These monitoring wells shall be installed and sampled at periodic intervals by the COUNTY at the COUNTY'S expense.

**COST ALLOCATION**

All costs for operating and maintaining the USER'S irrigation distribution system shall be exclusively paid by the USER.

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**Lee County Board Of County Commissioners  
Agenda Item Summary**

**Blue Sheet No. 20070092-UTL**

**1. ACTION REQUESTED/PURPOSE:**

Authorize Chair, on behalf of the BOCC, to execute and approve recording of the "Agreement for the Delivery and Use of Reclaimed Effluent Water" between Lee County and Nordic Investment Corp. to serve the Villages of Pine Island development. The property is located on Stringfellow Road between Pine Island Center and Saint James City.

**2. FUNDING SOURCE:**

No funds required.

**3. WHAT ACTION ACCOMPLISHES:**

Provides for beneficial reuse of treated effluent from the Pine Island Wastewater Treatment Plant.

**4. MANAGEMENT RECOMMENDATION:** Approval.

**5. Departmental Category:** 10 - Utilities **CIDA** **6. Meeting Date:** APR 03 2007

<b>7. Agenda:</b> <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	<b>8. Requirement/Purpose: (specify)</b>		<b>9. Request Initiated:</b>	
	<input type="checkbox"/> Statute	<input type="checkbox"/> Ordinance	<b>Commissioner</b>	
	<input type="checkbox"/> Admin. Code	<input type="checkbox"/> Other	<b>Department</b>	<b>Pub. Works</b>
	<input checked="" type="checkbox"/> Approval		<b>Division</b>	<b>Utilities</b>
			<b>By:</b> Douglas L. Meurer, P.E., Director	

**10. Background:**

Nordic Investment Corp. desires reclaimed water from Lee County's Pine Island Wastewater Treatment Plant and has agreed to receive reclaimed water, which will provide for disposal capacity at the Pine Island Wastewater Treatment Plant.

No Easement is included in this Agreement as Villages of Pine Island will be using the same reuse meter station in the same easement as the Windjammer Point development, previously recorded 2-15-07 under Instrument No. 2007000052176.

Funds are available for document recording fees in:

Account No. OD5360748700.504930  
(Util-Util Eng-Dep Clerk Fees for Recording & Filing)

**Attachments:** Project Location Map  
Effluent Reuse Agreement (w/o Easement) – 1 Original

**11. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Res.	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>G. Lavender</i> Date: 3-21-07	N/A Date:	N/A Date:	<i>KPW</i> Date: 3/21/07	<i>Andrew Paver</i> S/Cooper Date: 3/21/07	<i>KRW</i> 3/21	<i>MR</i> 3/21/07	<i>M</i> 3/21/07	<i>J</i> 3-21-07	<i>G. Lavender</i> Date: 3-21-07

**12. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: *lf*  
3/21/07  
3:30pm  
COUNTY ADMIN FORWARDED TO:

Rec. by CoAtty  
Date: 3/21/07  
Time: 3:30PM

## **SWFRPC Resolution #2007-05**

# **Wastewater Package Plant Resolution**

**Plants with Less than 100,000GPD Capacity**

### **Southwest Florida Regional Planning Council**

#### **A RESOLUTION SUPPORTING THE REDUCTION AND ELIMINATION OF SURFACE WATER DISCHARGES FROM SMALL WASTEWATER TREATMENT FACILITIES, PROVIDING RECOMMENDED EXEMPTIONS;**

**WHEREAS**, Southwest Florida is a region where the water quality of the bays, estuaries, rivers, lakes wetlands, bayous and the Gulf of Mexico is critical to the region's environmental, economic, and recreational prosperity and to the health, safety and welfare of the citizens of this region, and

**WHEREAS**, recent increased frequency and duration of red tide blooms and increased accumulation of red drift algae on local beaches and other algae and water related problems have heightened community concerns about water quality and cultural eutrophication of surrounding waters; and

**WHEREAS**, this resolution is part of a multi-pronged effort by the Southwest Florida Regional Planning council to reduce nutrient leaching and runoff problems by actions including, but not limited to, stormwater management, water conservation, septic systems, central sewage treatment, public education, restoration of surface and groundwater levels, and regional drainage of native habitats; and

**WHEREAS**, nutrients are essential elements for plant growth and are constituents in treated wastewater effluent; and

**WHEREAS**, nutrients from treated wastewater effluent can contribute to nitrogen and phosphorus loading within Southwest Florida's water resources;

**NOW, THEREFORE, BE IT RESOLVED** by the Southwest Florida Regional Planning council that the following provisions are recommended to local government jurisdictions in Southwest Florida as a basis for reducing and eliminating discharges of treated wastewater effluent nutrient constituents to open waters and to areas with groundwater transport of constituents of nutrients to open waters or conveyance to same.



## **SECTION 1: PURPOSE AND INTENT**

- A. The Southwest Florida Regional Planning council declares its support for the reasonable regulation and control of surface water and adjacent area discharges of treated wastewater effluent containing nitrogen and phosphorus and hereby provides specific guidance for treatment and disposal of its disposal in order to minimize the negative environmental effects said discharges have in and on Southwest Florida lakes, canals, estuaries, interior wetlands, rivers and near shore waters of the Gulf of Mexico. Collectively these water bodies are a natural asset, which are critical to the environmental, recreational, cultural and economic well being of this region and the surrounding areas and contribute to the general health and welfare of the public. Recent red tide blooms, accumulation of red drift algae on local beaches, and the freshwater releases from Lake Okeechobee via the Caloosahatchee River have heightened community concerns about water quality and eutrophication of estuary, bay, river and coastal waters. Reduction of nutrients within the treated wastewater stream and or reduction of the stream itself into water bodies and adjacent areas affected by groundwater transport are a crucial step towards improving and maintaining water and habitat quality.
- B. The purpose of this Resolution is to provide specific recommendations and guidelines to be considered by local government jurisdictions in Southwest Florida for the regulation and control of treated wastewater discharges containing nitrogen and/or phosphorus.

## **SECTION 2: RECOMMENDED DEFINITIONS**

The following are the minimum recommended definitions and the words; terms and phrases when used in this Resolution shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*AA residuals* - "Class AA residuals" means Class A residuals that meet all the requirements of Rule 62-640.850, F.A.C. § 62-640.200(9), F.A.C.

*Advanced Wastewater Treatment (AWT)* - Advanced Wastewater Treatment (AWT) means treatment of Domestic Wastewater to achieve an effluent after disinfection containing not more than are 5 mg/l Biochemical Oxygen Demand (BOD), 5 mg/l of Total Suspended Solids (TSS), 3 mg/l Total Nitrogen, and 1 mg/l Total Phosphorus. § 403.086(4), F.S.

*Application Site* - "Application site" means a property (such as a farm, a ranch or a mining property) where residuals are applied to land. Application sites are identified as either agricultural sites or reclamation sites. § 62-640.200(5)

*Department* – "Department" means the Florida Department of Environmental Protection.

*Disposal System* - "Disposal system" means injection wells, effluent outfalls, subsurface drain systems, and other facilities utilized for the release of effluents into the environment. § 62-600.200(22), F.A.C.

*Domestic Wastewater* - "Domestic wastewater" means wastewater derived principally from dwellings, business buildings, institutions, and the like; sanitary wastewater; sewage. Where wastewater from sources other than typical domestic sources (e.g., industrial sources) is combined and treated with wastes from

domestic sources, the determination of whether or not the wastewater treatment plant is designated as “domestic” shall be made by the Department considering any or all of the following: residuals classification; whether wastewaters have been pretreated or contain constituents within 50-150%, by concentration, of typical domestic wastewater; and whether the permittee, when not required to provide more stringent or otherwise specific levels of treatment, can provide assurance of facility compliance with domestic wastewater treatment standards contained in Chapter 62-600, F.A.C. § 62-600.200(25), F.A.C.

*Effluent* - “Effluent”, unless specifically stated otherwise, means water that is not reused after flowing out of any wastewater treatment facility or other works used for the purpose of treating, stabilizing, or holding wastes. § 62-600.200(27), F.A.C.

*Effluent Limitation* - “Effluent limitation” means any restriction established by the Department on quantities, rates, or concentrations of chemical, physical, biological, or other constituents which are discharged from sources into waters of the State. § 62-600.200(28), F.A.C.

*Holding Pond* - “Holding pond” means a storage tank or artificial impoundment or pond constructed above, on, below, or partly below the ground surface that is designed and maintained to store a specific volume of fluid and minimize fluid losses other than those primarily occurring by evaporation; generally, holding ponds are not intended to provide a mechanism for pollutant reduction. When used in conjunction with rapid-rate land application systems or other systems described in Chapter 62-610, F.A.C., holding ponds can also provide a mechanism to accomplish nitrogen reduction. § 62-600.200(36), F.A.C.

*Loading Capacity* - “Loading capacity” is the greatest amount of a pollutant loading (in terms of mass per time or mass per volume) that a water body can receive without violating water quality standards. Such loading shall be established at a level necessary to implement the applicable water quality standards with a margin of safety which takes into account any lack of knowledge concerning the relationship between effluent limitations and water quality. § 62-600.200(40), F.A.C.

*Nitrate* - “Nitrate (NO<sub>3</sub>)” means the nitrogen content present in water or wastewater attributable to the nitrate (NO<sub>3</sub>) ion and expressed as elemental nitrogen, N, as determined using approved methods. § 62-600.200(53), F.A.C.

*Nitrite* - “Nitrite (NO<sub>2</sub>)” means the nitrogen content present in water or wastewater attributable to the nitrite (NO<sub>2</sub>) ion and expressed as elemental nitrogen, N, as determined using approved methods. § 62-600.200(54), F.A.C.

*Total Ammonia* - “Total ammonia” means the sum of nitrogen content present as un-ionized ammonia (NH<sub>3</sub>) and the nitrogen content present as ammonium (NH<sub>4</sub><sup>+</sup>) and expressed as elemental nitrogen, N, as determined using approved methods. § 62-600.200(77), F.A.C.

*Land Application* - “Land application” means the reuse of reclaimed water or the disposal of effluent on, above, or into the surface of the ground through spray irrigation, other irrigation techniques, rapid-rate systems, absorption fields, overland flow systems, or other methods. § 62-600.200(39), F.A.C.

*Ocean Outfall* - “Ocean outfall” means the outlet or structure through which effluent is finally discharged to the marine environment which includes the territorial sea, contiguous zone and the ocean. § 62-600.200(55), F.A.C.

*Outfall* - “Outfall” means the outlet or structure through which effluent is finally discharged to receiving water. § 62-600.200(58), F.A.C.

*Percolation Pond* - “Percolation pond” means an artificial impoundment similar to a holding pond for which the design and operation provides for fluid losses through percolation/seepage in addition to evaporative losses. § 62-610.200(38), F.A.C.

*Pollution* - "Pollution" means the presence in the outdoor atmosphere or waters of the state of any substances, contaminants, noise, or man-made or man-induced alteration of the chemical, physical, biological, or radiological integrity of air or water in quantities or levels which are or may be potentially harmful or injurious to human health or welfare, animal or plant life, or property, including outdoor recreation. § 62-600.200(65), F.A.C.

*Reclaimed Water* - "Reclaimed water" means water that has received at least secondary treatment and is reused after flowing out of a wastewater treatment facility. § 62-600.200(67), F.A.C.

*Residuals* - "Residuals" or "domestic wastewater residuals" means the solid, semisolid, or liquid residue generated during the treatment of domestic wastewater in a domestic wastewater treatment facility. Not included is the treated effluent or reclaimed water from a domestic wastewater treatment plant. Also not included are solids removed from pump stations and lift stations, screenings and grit removed from the preliminary treatment components of domestic wastewater treatment facilities, other solids as defined in Rule 62-640.200(24), F.A.C., and ash generated during the incineration of residuals. § 62-640.200(31), F.A.C.

*Reuse* - "Reuse" means the deliberate application of reclaimed water, in compliance with Department and District rules, for a beneficial purpose. § 62-600.200(68), F.A.C.

(a) Where appropriate, said uses may encompass:

1. Landscape irrigation (such as irrigation of golf courses, cemeteries, highway medians, parks, playgrounds, school yards, retail nurseries and residential properties);
2. Agricultural irrigation (such as irrigation of food, fiber, fodder and seed crops, wholesale nurseries, sod farms, and pastures);
3. Aesthetic uses (such as decorative ponds and fountains);
4. Ground water recharge (such as slow-rate, rapid-rate, and absorption field land application systems) but not including disposal methods described in paragraph (b), below;
5. Industrial uses (such as cooling water, process water, and wash waters);
6. Environmental enhancement of surface waters resulting from discharge of reclaimed water having received at least advanced wastewater treatment or from discharge of reclaimed water for wetlands restoration;
7. Fire protection; or
8. Other useful purpose.

(b) Overland flow land application systems, rapid-rate land application systems providing continuous loading to a single percolation cell, other land application systems involving less than secondary treatment prior to application, septic tanks, and ground water disposal systems using Class I wells injecting effluent or wastes into Class G-IV waters shall be excluded from the definition of reuse.

*Secondary Treatment* - "Secondary Treatment" means treatment of Domestic Wastewater to achieve an effluent after disinfection containing not more than 20 mg/L CBOD5 and 20 mg/L TSS, or 90% removal of each of these pollutants from the wastewater influent, whichever is more stringent. These facilities shall be subject to provisions of Rule 62-600.110, F.A.C., regarding the applicability of the above requirements, and Rules 62-600.440, 62-600.445 and 62-600.740, F.A.C., regarding compliance with these requirements. Appropriate disinfection and pH control of effluents is also required. § 62-600.200(69), F.A.C.

*Treatment* - "Treatment" means any method, technique, or process which changes the physical, chemical, or biological character or composition of wastewater and thereby reduces its potential for polluting waters of the state. § 62-600.200(85), F.A.C.

*Total Kjeldahl Nitrogen* - "Total Kjeldahl nitrogen (TKN)" means the sum of free ammonia and organic nitrogen compounds in water or wastewater and expressed as elemental nitrogen, N, as determined using approved methods. § 62-600.200(80), F.A.C.

*Total Nitrogen* - "Total nitrogen (TN)" means the total content of the nitrogen species of organic nitrogen, ammonia, nitrate and nitrite present in water or wastewater and expressed as elemental nitrogen, N, as determined using approved methods. § 62-600.200(81), F.A.C.

*Total Phosphorus* - “Total phosphorus (TP)” means the total phosphate content of water or wastewater including all of the orthophosphates and condensed phosphates, both soluble and insoluble, and organic and inorganic species and expressed as elemental phosphorus, P, as determined using approved methods. § 62-600.200(83), F.A.C.

*Underground injection* - “Underground injection” means effluent disposal or reuse by well injection into underground geologic formations. § 62-600.200(91), F.A.C.

*Wastewater treatment facility* - “Wastewater facility” or “facility” means any facility which discharges wastes into waters of the State or which can reasonably be expected to be a source of water pollution and includes any or all of the following: the collection and transmission system, the wastewater treatment works, the reuse or disposal system, and the residuals management facility. § 62-600.200(96), F.A.C.

*Water Quality-Based Effluent Limitations (WQBELs)*. – “Water Quality-Based Effluent Limitations (WQBELs)” means an effluent limitation, which may be more stringent than a technology-based effluent limitation, that has been determined necessary by the Department to ensure that water quality standards in a receiving body of water will not be violated. § 62-600.200(99), F.A.C.

**SECTION 3: RECOMMENDATIONS RELATING TO REDUCTION OF NUTRIENT LEVELS AND VOLUME OF THE DISCHARGE OF TREATED EFFLUENT TO OPEN WATERS.**

Municipal wastewater treatment facilities represent many advantages over package plants: 24-hour supervision, secondary and tertiary treatment levels, consistency, and varied disposal methods. Enhanced effluent monitoring capacity allows for greater environmental compliance.

Existing Standards provides that type III domestic wastewater facilities are required, at a minimum, to provide Secondary Treatment of wastewater. Secondary Standard Requirements are dependent upon disposal type (see attachment #1), but absolute minimum standards are as follows:

Parameter	Annual Average	Monthly Average	Weekly Average	Single Sample Max.
TSS (mg/l)	20	30	45	60
BOD (mg/l)	20	30	45	60
Basic Disinfection (mg/l)				0.5

Standards can be significantly higher, as in the Florida Keys 2010 requirements: Any new type III facilities located in the Monroe County are required to meet Best Available Technology (BAT) standards and all type III facilities must meet BAT standards by July 2010. The BAT requirements are as follows:

Parameter	Annual Average	Monthly Average	Weekly Average	Single Sample Max.
TSS (mg/l)	10	12.5	15	20
BOD (mg/l)	10	12.5	15	20
Basic Disinfection (mg/l)				0.5
Total Nitrogen (mg/l)	10	12.5	15	20
Total Phosphorus (mg/l)	1	1.25	1.50	2.0

Type III facilities discharge effluent to ground surface, percolation ponds, and shallow wells. Nutrient loading can exceed the assimilative capacity for soil types commonly found on barrier islands, bay islands, sand islands, pass islands or the like.

Treatment shall be provided such that effluent limitations are met prior to disinfection (paragraph 62-600.440(5) (e), F.A.C., shall be achieved before disinfection regardless of the actual reclaimed water or effluent compliance monitoring location).

Package plants are generally located near the back of the development they serve, often bordering wetlands. The collection system lines are typically gravity flow oriented towards the plant. This development profile increases costs for the residents of the development when central wastewater collection lines become available at the entry to the development.

In addition, there have been instances where the collection system and plant ownership has in itself caused issues in later conversion to a municipal facility.

## RECOMMENDATIONS

- A. No new package plants should be permitted on Barrier Islands, Bay Islands, Sound Islands, Pass Islands or the like
- B. No new package plants should be permitted on the mainland unless there is no available connection to a centralized sewer system. In the event that a new package plant is constructed it shall meet Best Available Technology (BAT) Standards.

- C. When centralized wastewater collection systems are in or come into contact with package plants, the package plant service area will hook up to the Central Wastewater Treatment System.
- D. Existing package plants within the service area of an existing Central Wastewater Treatment System will hook up to that Central Wastewater Treatment System.
- E. Where existing package plants are not within or adjacent to a central wastewater treatment system, substandard plants will be replaced or improved to Best Available Technology (BAT) Standards with no discharge to surface waters.
- F. Post development ownership of collection systems shall be passed to the homeowners in a given service area. Developers shall be held liable for engineering and construction shortfalls of these systems, up until the point of this transfer.
- G. Ownership of collection systems shall be passed to the Utility upon the hook up of the system to the Utilities centralized sewer. The homeowners shall be held liable for maintenance of these systems up until the point of this transfer.
- H. New facilities will be constructed in such a way as to minimize the cost and logistical problems for later hook-ups to centralized systems at such time as this option becomes available. New developments will run dry pipe for force main from the main lift station to the service front, or locate the treatment plant at the service front of the development.
- I. New facilities and modifications of existing facilities shall be designed to achieve an effluent prior to disinfection containing not more than 20 mg/L CBOD5 and 20 mg/L TSS (single sample parameter), or 90% removal of each of these pollutants from the wastewater influent, whichever is more stringent. All facilities shall be operated to achieve, at a minimum, the specified effluent limitations (20 mg/L). All facilities shall be subject to provisions of Rule 62-600.110, F.A.C., regarding the applicability of the above requirements, and Rules 62-600.440, 62-600.445 and 62-600.740, F.A.C., regarding compliance with these requirements. Appropriate disinfection and pH control of effluents shall also be required.

Attachment #1

Existing Standards provides that type III domestic wastewater facilities are required, at a minimum, to provide secondary treatment and basic disinfection. Secondary standards are as follows:

Parameter	Annual Average	Monthly Average	Weekly Average	Single Sample Max.
TSS (mg/l)	20	30	45	60
BOD (mg/l)	20	30	45	60
Basic Disinfection (mg/l)				0.5

The following adjustments are made to the above regulations based on disposal type.

Absorption fields/Drain fields

Parameter	Annual Average	Monthly Average	Weekly Average	Single Sample Max.
TSS (mg/l)*				5
BOD (mg/l)	20	30	45	60
Basic Disinfection (mg/l)				0.5
Total Nitrogen (mg/l)*				12

Percolation Ponds

Parameter	Annual Average	Monthly Average	Weekly Average	Single Sample Max.
TSS (mg/l)	20	30	45	60
BOD (mg/l)	20	30	45	60
Basic Disinfection (mg/l)				0.5
Total Nitrogen (mg/l)*				12

\*adjustments made from Secondary Standards

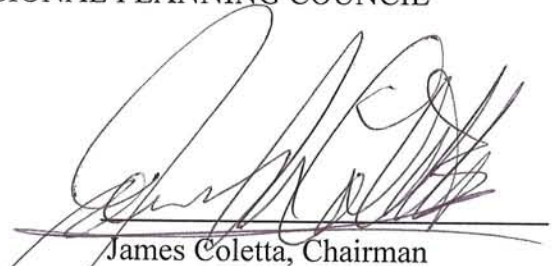
Existing Type III facilities located in the Monroe County discharging via Class V injection wells are required to meet secondary standards and basic disinfection requirements. Any new type III facilities are required to meet Best Available Technology

(BAT) standards and all type III facilities must meet BAT standards by July 2010. The BAT requirements are as follows:

Parameter	Annual Average	Monthly Average	Weekly Average	Single Sample Max.
TSS (mg/l)	10	12.5	15	20
BOD (mg/l)	10	12.5	15	20
Basic Disinfection (mg/l)				0.5
Total Nitrogen (mg/l)	10	12.5	15	20
Total Phosphorus (mg/l)	1	1.25	1.50	2.0

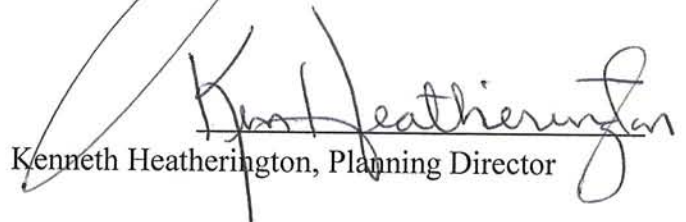
**PASSED AND DULY ADOPTED BY THE SOUTHWEST FLORIDA REGIONAL PLANNING COUNCIL this 18<sup>th</sup> day of October, 2007.**

SOUTHWEST FLORIDA REGIONAL PLANNING COUNCIL



James Coletta, Chairman

ATTEST:

Kenneth Heatherington, Planning Director