

**LEE COUNTY BOARD OF COUNTY COMMISSIONERS**  
**AGENDA ITEM SUMMARY** **BLUE SHEET NO: 20020882-UTL**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:**

Approval, and recording of, an "Amended and Restated Agreement for the Delivery and Use of Reclaimed Effluent Water" to the Gulf Harbour Yacht and Country Club, Lee County Contract No. C860616, reflecting the name change of owner to Gulf Harbour Golf and Country Club, Inc.; and the current conditions relating to the use of reclaimed water.

**WHY ACTION IS NECESSARY:**

The original Agreement was with Ramar Group Holdings Inc. Gulf Harbour Golf and Country Club Inc. has become the current record title-holder of the property being served with reclaimed water. Since the agreement runs with the land, the name change must be properly filed with the Official Records of Lee County, by recording an amended/restated agreement. Additionally, the amendment will reflect current conditions related to the delivery of reclaimed water from Lee County to the Gulf Harbour Yacht and Country Club.

**WHAT ACTION ACCOMPLISHES:**

Transfers the terms of the agreement to the new name of Gulf Harbour Golf and Country Club, Inc., and amends terms to reflect current conditions.

**2. DEPARTMENTAL CATEGORY: 10 - UTILITIES**  
**COMMISSION DISTRICT #: 3**

C10C

**3. MEETING DATE:**

08-13-2002

**4. AGENDA:**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED: \_\_\_\_\_

**5. REQUIREMENT/PURPOSE:**

- (Specify)*
- STATUTE \_\_\_\_\_
  - ORDINANCE \_\_\_\_\_
  - ADMIN. CODE \_\_\_\_\_
  - OTHER Agreement

**6. REQUESTOR OF INFORMATION:**

- A. COMMISSIONER: \_\_\_\_\_
- B. DEPARTMENT: Lee County Public Works
- C. DIVISION/SECTION: Utilities Division
- BY: Rick Diaz, Utilities Director

[Signature]

DATE: 7/29/02

**7. BACKGROUND:**

On 7-9-87 Ramar Group Holdings Inc. entered into an agreement for reclaimed water use at the Rivers Edge Yacht and Country Club for golf course irrigation.  
 On 12-4-96 Florida Design Communities, Inc., d/b/a Gulf Harbour Yacht and Country Club, a new owner of Rivers Edge, entered into a Letter of Agreement with Lee County for the disposal of effluent from the Fort Myers Beach WWTP to their golf course lake system, in addition to their isolated pond.  
 On 4-30-99 ownership of property served with reclaimed water was changed to Gulf Harbour Golf and Country Club Inc., a non-profit Florida Corporation.  
 On 1-31-01 Lee County Utilities received a permit from the FDEP to operate a Deep Injection Well (alternative disposal method) at the Fort Myers Beach WWTP. With this alternative disposal method in place, Lee County discontinued use of the Gulf Harbour golf course lake system for disposal of effluent, but would continue to deliver to the isolated pond for irrigation.  
 The Reclaimed Water Agreement is being amended to reflect the name change and current conditions, more specifically, instead of reclaimed water being delivered to two points, it is now only delivered to the isolated pond for irrigation (reclaimed water is no longer being discharged to the golf course lake system).  
 Funds are available for recording fees in Account No. OD5360747600.504930. Attachments: 2 Originals

**MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL**

(A) DEPARTMENT DIRECTOR	(B) PURCH. OR CONTRACTS	(C) HUMAN RESOURCES	(D) OTHER	(E) COUNTY ATTORNEY	(F) BUDGET SERVICES			(G) COUNTY MANAGER
 J. Lavender Date: 7-30-02	 Date: 7/30	N/A Date:	 H. Wegis Date: 7/29/02	 D. Owen Date: 7/31/02	OM 8-1-02 8/1/02	Risk 8/10/02	GC 8/1/02	 J. Lavender Date: 7-30-02

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty  
 Date: 7/31/02  
 Time: 11:30am  
 Forwarded To:  
 Budget  
 7/31/02 11:45am

RECEIVED BY  
 COUNTY ADMIN.   
 7/31/02  
 COUNTY ADMIN.  
 FORWARDED TO:  
 8/1/02

**AMENDED AND RESTATED**  
**AGREEMENT FOR THE DELIVERY**  
**AND USE OF RECLAIMED EFFLUENT WATER**  
**LEE COUNTY CONTRACT NO. C860616**

**THIS AMENDED AND RESTATED AGREEMENT** is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between GULF HARBOUR GOLF & COUNTRY CLUB, INC. a non-profit Florida corporation and its assigns and successors-in-interest, (hereinafter referred to as the "USER"), and LEE COUNTY, a political subdivision and charter county of the State of Florida, (hereinafter referred to as "COUNTY").

**WITNESSETH**

**WHEREAS**, COUNTY owns, maintains, and provides for the operation of wastewater treatment facilities in Lee County and produces treated effluent of a quality sufficient for the irrigation of grasses, woodlands, and certain crops; and

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

**WHEREAS**, COUNTY utilizes a reclaimed effluent distribution system in order that delivery can be made under pressure directly to USER's isolated storage pond; and

**WHEREAS**, one of USER's predecessors-in-title to all or part of the land described in Exhibit B-1, hereto, RAMAR GROUP HOLDINGS, INC., A Florida corporation D.B.A., RIVER'S EDGE YACHT AND COUNTRY CLUB (hereinafter referred to as "RAMAR") entered into a long-term agreement with COUNTY entitled "Agreement for the Delivery and Use of Reclaimed Effluent Water" (Lee County Contract No. C860616), dated July 9, 1987, and received effluent water for irrigation; and

**WHEREAS**, On 4/30/99 USER became the current record title owner of the land described in Exhibit B-2 (hereinafter referred to as "USER'S property"); and

**WHEREAS**, both USER and COUNTY desire to amend the aforesaid Lee County Contract No. 860616 to reflect current conditions; and

**WHEREAS**, COUNTY finds that it serves a public purpose to enter into this Amended and Restated Agreement in order to dispose of effluent water from its wastewater treatment facilities.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants contained herein, USER and COUNTY do hereby agree with the following language which will replace in its entirety the language in the July 7, 1987 contract described above:

1. **AREA SERVED, EASEMENTS TO POINTS OF DELIVERY, NON-INTERFERENCE WITH SEPARATE SYSTEMS, RECORDING**

(a) The area to which reclaimed effluent water is to be provided pursuant to this Amended and Restated Agreement (hereinafter called "this Agreement") is that land which is comprised of the original River's Edge Development of Regional impact, as described in Exhibit B-1 hereto, but since renamed by USER as the "Gulf Harbour Yacht & Country Club", with COUNTY to be responsible for providing reclaimed effluent water and maintaining and operating its system to the Point of Delivery described in Exhibit A hereto, and with USER to be responsible for the application of said reclaimed effluent water and the maintenance and operation of the system downstream from the Point of Delivery.

(b) Because the Point of Delivery is within USER's property, USER has granted to COUNTY, easements for operation and maintenance of the delivery system for the reclaimed effluent water to the Point of Delivery on USER's property. The easement agreement itself, and the legal description of the property subject to the easement is incorporated by reference, attached hereto as Exhibit A, and made a part of this Agreement.

(c) Neither party shall interfere with, alter, adjust, trespass on or claim rights in the other party's reclaimed effluent water disposal or use system, it being clearly understood that COUNTY owns the system up to and including the meter with USER owning the system immediately downstream of the meter.

(d) Upon execution by both parties to this Agreement, it shall be recorded in the appropriate record book in the Official Records of Lee County, Florida.

2. **TERMS OF THE AGREEMENT**

COUNTY shall deliver and USER shall accept and use reclaimed effluent water produced by COUNTY from one of its wastewater treatment facilities, and this Agreement shall be effective for a term of twenty (20) years from the last amended date of execution. Notwithstanding the provisions of subsection 9(a) below, the term of this Agreement shall be renewed automatically from year to year beyond the initial twenty-year term, unless terminated by USER by written notice not less than one (1) year (365 days) in advance or by COUNTY written notice not less than one (1) year (365 days) in advance of the anniversary of the commencement of each renewal.

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

(a) USER shall use reclaimed water delivered by 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 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) USER agrees to continue to accept reclaimed water from COUNTY. This Agreement has been signed by COUNTY and COUNTY has accepted and agrees to accept the improvements to be made pursuant to this Agreement up to the point of Delivery as located in Exhibit A hereto, and USER shall be solely responsible for the operation and maintenance of all portions of USER's irrigation system located within the boundaries of USER's property downstream of the Point of Delivery and in accordance with the conditions established in Exhibit C of this Agreement.

**4. WATER QUALITY**

Reclaimed water delivery by COUNTY under this Agreement shall be treated to levels acceptable to meet the requirements of 62-610, (Part III – Slow Rate Land Application Systems: Public Access Areas, Residential Irrigation, and Edible Crops.) Florida Administrative Code, and D.E.P. requirements for irrigation on lands for public access.

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

COUNTY will deliver reclaimed water and USER shall accept and use a volume of gallons of reclaimed water in accordance with the conditions established in Exhibit C. USER has, at its cost, installed a meter at the Point of Delivery so that the volume of reclaimed water delivered can be monitored.

**6. POINT OF DELIVERY**

The Point of Delivery of reclaimed water from COUNTY to USER is located in Exhibit A hereto and is immediately downstream of the meter. COUNTY shall own, operate, and maintain the reclaimed water distribution system, including the aforesaid meter, upstream of the Point of Delivery. USER shall install, own, operate and maintain all irrigation works which are on USER'S property downstream of the Point of Delivery.

USER shall provide, in a manner approved by COUNTY, and in compliance with all applicable government regulations, a positive check-valve between the reclaimed water system and any other pressurized irrigation water source(s). The cost of such check-valve and its installation shall be borne by USER. USER agrees to identify to COUNTY all well(s) connected to the irrigation system. 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.

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

(a) Adverse weather conditions such as drought or prolonged excessive rainfall, or other unforeseen natural circumstances may necessitate modification of the normal delivery schedule. USER has the right to request COUNTY to either increase or permit USER to restrict its use of the reclaimed water and the amount delivered in the event of such adverse weather conditions or unforeseen circumstances, as explained in subparagraphs (b), (c), and (d) below.

(b) During times of excessive rainfall, USER shall not restrict its use of reclaimed water until all legally available and permitted alternate application sites available to USER have been utilized to their maximum capacity. Notice to COUNTY of USER's need to restrict the amount of the reclaimed water used shall be by telephone and followed up with a letter to COUNTY in advance. If advance notice to COUNTY is not practical, USER shall give oral notice of the restriction to COUNTY immediately, to be followed by a written document as soon as it is practical, fully describing the circumstances for the restriction.

(c) Both parties also recognize that drought or other circumstances may result in a need for reclaimed water greater than the volume set forth in Paragraph 5. Therefore, USER shall have the right to draw additional water, subject to availability of reclaimed water supplies, provided, however, that if COUNTY is allowing others to draw additional water from the same reclaimed water supply, COUNTY shall deliver to USER, if USER requests it, the same pro-rata percentage of the total available reclaimed water supply which is delivered during normal conditions to USER by the generating facility serving USER. COUNTY also shall provide USER, upon request, with a list of all customers receiving reclaimed effluent water generated by the facility which is providing treated effluent water for the system serving USER, the amount of such treated water so generated, the amount of such treated water supplied to the system serving USER, the identity of the customer on the same system and the quantities of treated water supplied to each such customer in a ratio approximating that ratio between users under non-adverse conditions.

(d) If COUNTY'S treatment, transmission or distribution system fail for reasons or events beyond COUNTY's reasonable control, which reasons or events specifically shall not include COUNTY's failure or the failure of its agents or contractors to properly maintain and/or operate the facilities, then delivery of reclaimed water under the requirements of this Agreement may be interrupted or limited in quantity, but only for so long as the failure has not been corrected. In the event of any such failure, COUNTY shall notify USER and explain the reason for the failure and the extent and duration of the interrupted or limited service.

**8. EMERGENCY SITUATIONS**

COUNTY shall not be held liable by USER for failure to deliver reclaimed water if an emergency situation preventing such delivery exists, an emergency being defined for purposes of this paragraph as an Act of God or nature and not the consequence of COUNTY's failure or the failure of its agents or operators to properly maintain and/or operate the facilities needed to supply USER with reclaimed effluent water as described in this Agreement.

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

**9. TERMINATION OR ASSIGNMENT**

(a) Subject to the one year notice language set forth in Paragraph 7 above in the case of termination on or after the 20-year term from the last amended date of execution and the ninety (90) day termination option described in Paragraph 13 below, USER shall have the right to terminate its obligations under this Agreement, but only upon two (2) years advance written notice to COUNTY, unless COUNTY has failed to perform its obligations hereunder, in which case USER may terminate this Agreement. USER shall be liable for all reasonable costs and expenses that COUNTY may incur for developing any reasonable alternate method of disposal of the effluent not taken as the result of the USER's termination, unless such termination is the result of COUNTY's non-performance of its obligations hereunder.

(b) 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, or if the non-performance of any of the terms and conditions of this Agreement by USER occurs, but not to include COUNTY's failure to operate its effluent disposal system in compliance with all applicable permits.

(c) 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 either party to perform any of the terms of this Agreement, the affected party shall be excused from its 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: USER's right to sell, transfer or encumber USER's property shall not be restricted by this Agreement, except that immediate written notice of any proposed sale or transfer must be given to COUNTY at the address noted in Section 20 herein, and any subsequent party in interest shall be obligated to receive and use the allocation of reclaimed water described in Paragraph 5 and the buyer or transferee must execute and deliver to

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 Public Records of Lee County, Florida.

**12. INDEMNIFICATION**

(a) To the maximum extent permitted by law, including, but not limited to the limitations as set out in Section 768.28, Florida Statutes, COUNTY shall indemnify and hold harmless USER, including its officers, directors, members, employees and agents, against any and all claims, actions, suits, proceedings, fines, costs, expenses, damages or liabilities (including attorney's fees), arising out of any permit violation filed against COUNTY, its agents or operators, injury, illness, or disease to persons or property alleged to have been caused directly or indirectly, in whole or in part, by the reclaimed water furnished by COUNTY at Florida Department of Environmental Protection (DEP) Standards, to USER hereunder.

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

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

1. Claims related to USER's construction, erection, location, operation, maintenance, repair, installation, replacement or removal of that part of the system controlled by USER for effluent disposal and reuse; and
2. Claims arising out of USER's negligence upon any areas controlled by COUNTY that are contained within USER's property, or claims arising out of USER's negligence within an area controlled, operated, or maintained by USER.

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

Nothing contained 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, provided, however, that if COUNTY increases its rates for reclaimed water delivery to a rate that exceeds its potable water rate, USER may terminate this Agreement by providing written notice thereof to COUNTY

within ninety (90) days of the date when such rate increase is approved by COUNTY, the termination date to be no later than thirty (30) calendar days after the date when such notice is received by COUNTY.

**14. CHARGES AND RELATED CONSIDERATIONS**

For reclaimed water delivered to USER, as metered, to the delivery point shown on Exhibit A hereto (hereinafter "Delivery Point "), USER shall pay COUNTY such charges as may be imposed, from time to time, by law. COUNTY shall bill USER monthly based on the number of gallons received at Delivery Point as determined by meter readings. Payment shall be made to COUNTY within 30 days following receipt of the bill.

**15. ACCESS**

COUNTY shall have the right, at any reasonable time and upon notice to USER in advance, to enter upon the property of USER beyond the limit of the easements described in Exhibit A hereto to review and inspect the practices of USER with respect to conditions agreed to herein, to include compliance with any and all Local, State and Federal regulatory practices.

Such entry shall be for the specific purpose of review of the operation of USER's reclaimed water irrigation system and for sampling of any monitoring wells located on the property of USER. USER has the option of having a representative accompany 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, Florida 33902

USER:             GULF HARBOUR GOLF & COUNTRY CLUB, INC.  
                      c/o James Cullen  
                      24301 Walden Center Drive  
                      Bonita Springs, FL 34134

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

USER acknowledges having been informed of his rights under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. 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**

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

Exhibit A:       Utility Easement

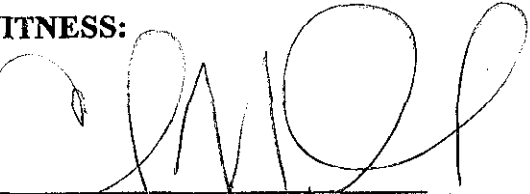

Exhibit B-1:     Legal Description of Property to be Served

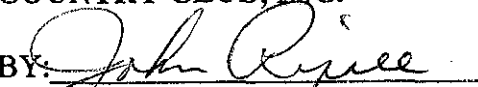
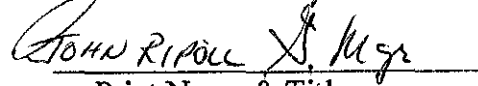
Exhibit B-2:     Legal Description of Property acquired GULF HARBOUR GOLF & COUNTRY CLUB, INC.

Exhibit C:       Contract Conditions between LEE COUNTY and GULF HARBOUR GOLF & COUNTRY CLUB, INC.

IN WITNESS WHEREOF, this Agreement with its attached Exhibits 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.

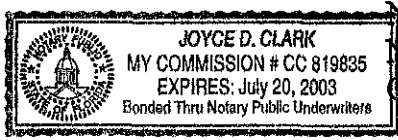
SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:


WITNESS:  
  
\_\_\_\_\_  
1<sup>st</sup> Witness  
  
\_\_\_\_\_  
2<sup>nd</sup> Witness

GULF HARBOUR GOLF &  
COUNTRY CLUB, INC.  
BY:   
\_\_\_\_\_  
  
\_\_\_\_\_  
Print Name & Title

STATE OF FLORIDA ) SS:  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 17 day of  
July, 2002 by JOHN RIPOLL, who is personally  
(Print or type name)  
known to me ~~or who has produced~~ \_\_\_\_\_ and who (did)  
(type of identification and number)  
(did not) take an oath.



  
\_\_\_\_\_  
Notary Public  
Name: \_\_\_\_\_  
Commission No. \_\_\_\_\_

ATTEST:  
CHARLIE GREEN, CLERK  
By: \_\_\_\_\_  
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA  
By: \_\_\_\_\_  
Chairman

Approved as to Form:  
\_\_\_\_\_  
Office of the County Attorney

**EXHIBIT A**

**UTILITY EASEMENT**

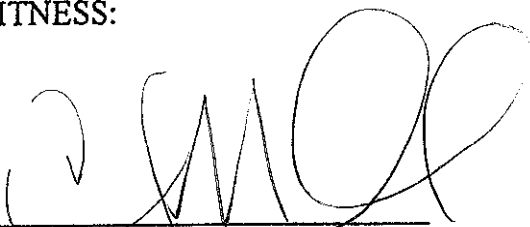
GULF HARBOUR GOLF & COUNTRY CLUB, INC., a non-profit Florida corporation, whose mailing address is 24301 Walden Center Drive, Bonita Springs, FL 34134, hereinafter referred to as "GRANTOR", in consideration of the mutual benefits to be derived, hereby grants and sets over to the COUNTY OF LEE, a political subdivision of the State of Florida, with its mailing address being Post Office Box 398, Fort Myers, Florida 33902-0398, hereinafter referred to as "GRANTEE", an easement for the use and benefit of the Lee County Public Utilities Department for the delivery of reclaimed effluent water, and the use of public utility facilities and equipment in connection with the delivery of said reclaimed effluent water, through and across real property located in Lee County, Florida, being more particularly described in Figures A-1 and A-2 attached hereto and made of part hereof.


This is a non-exclusive easement with the GRANTOR reserving unto itself, its heirs, successors, or assigns, the right to the continued free use and enjoyment of the property herein described, for any purposes which are not inconsistent or restrictive of the rights and uses granted herein unto the GRANTEE.

At such time as the facilities of GRANTEE are removed or abandoned, this easement shall terminate and all rights shall revert to the GRANTOR, its heirs, successors, or assigns.

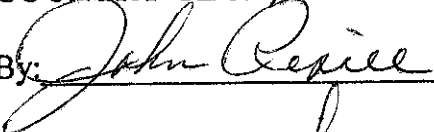
IN WITNESS WHEREOF, the GRANTOR, and GRANTEE have caused these presents to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 2002

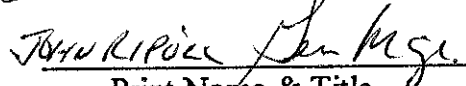
WITNESS:

  
\_\_\_\_\_  
1<sup>st</sup> Witness

  
\_\_\_\_\_  
2<sup>nd</sup> Witness

**GULF HARBOUR GOLF &  
COUNTRY CLUB, INC.**

By:   
\_\_\_\_\_

  
\_\_\_\_\_  
Print Name & Title

ATTEST:  
CHARLIE GREEN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

By: \_\_\_\_\_  
Chairman

Approved as to Form:

\_\_\_\_\_  
Office of the County Attorney

EXHIBIT A  
DELIVERY POINT



ENGINEERS • SCIENTISTS • SURVEYORS  
Formerly A&T Survey Group, Inc.

2726 SWANY CARRAGE COURT  
FORT MYERS, FL 33901

941-274-0991 FAX  
941-274-0992 FLX  
SURVEY@BCIENGINE.COM

DESCRIPTION OF AN EASEMENT  
LYING IN SECTION 31, T-45-S, R-24-E,  
LEE COUNTY, FLORIDA

A 10.00 FOOT WIDE UTILITY EASEMENT SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 31, TOWNSHIP 45 SOUTH, RANGE 24 EAST, OVER, ACROSS AND THROUGH A PART OF TRACT Q, GULF HARBOUR YACHT AND COUNTRY CLUB PLAY BOOK 55, PAGE 6, LEE COUNTY PUBLIC RECORDS, THE SIDELINES OF SAID EASEMENT LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHERLYMOST CORNER OF SAID TRACT Q, GULF HARBOUR YACHT AND COUNTRY CLUB; THENCE N.40°33'21"W. ALONG THE EASTERLY RIGHT OF WAY LINE OF WESTPORT DRIVE (TRACT "F", SAID GULF HARBOUR YACHT AND COUNTRY CLUB), BEING THE COMMON LINE BETWEEN SAID TRACTS "Q" & "F", FOR 99.48 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE; THENCE N.50°55'08"E. ALONG SAID CENTERLINE FOR 84.12 FEET TO THE TERMINUS OF SAID CENTERLINE AND SAID EASEMENT.

SAID EASEMENT CONTAINS 841 SQUARE FEET, MORE OR LESS.

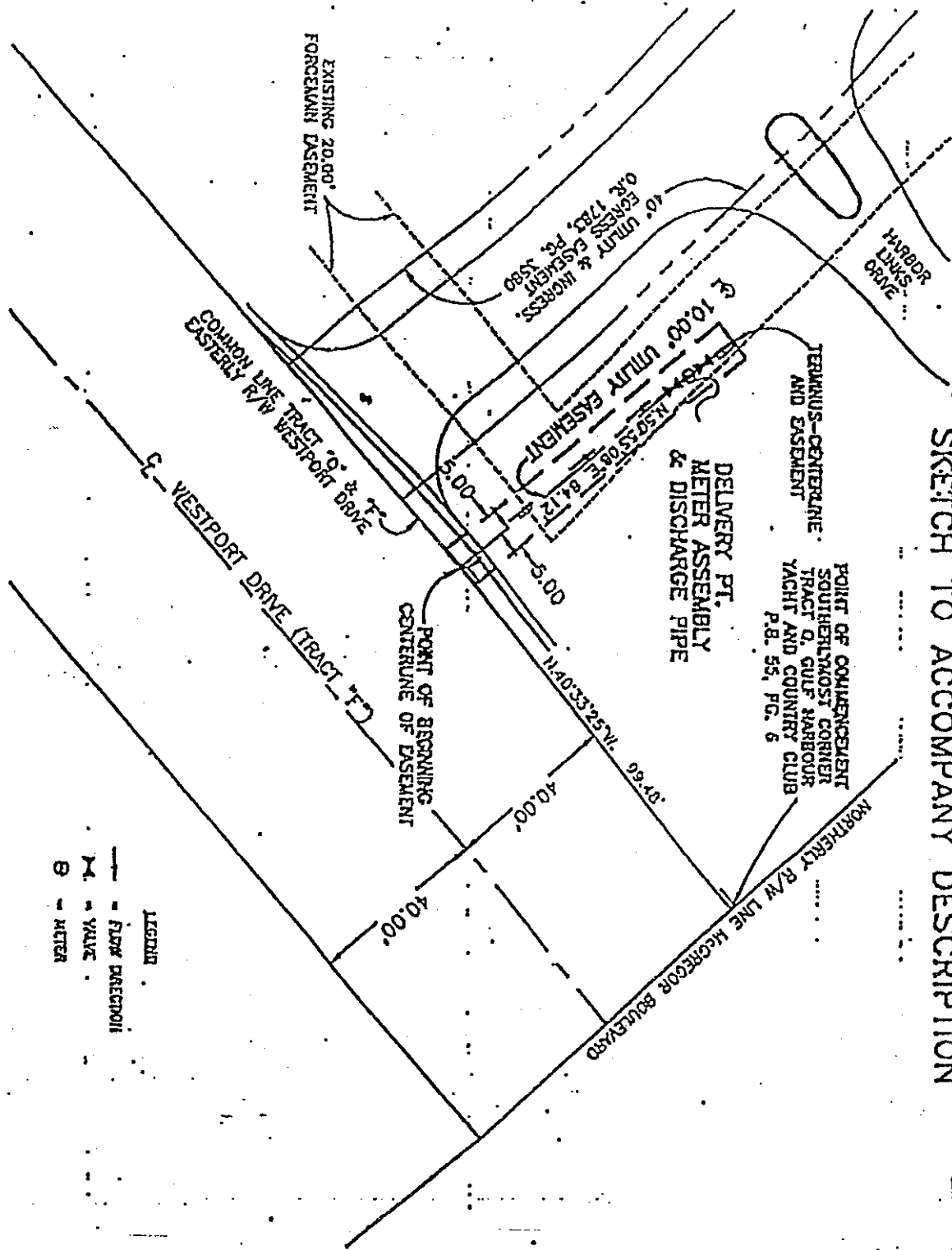
BEARINGS ARE BASED ON THE CENTERLINE OF SAID WESTPORT DRIVE AS BEARING N.40°33'25"W.

SAID EASEMENT SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD.

BCI ENGINEERS & SCIENTISTS, INC.  
FLORIDA CERTIFICATE NO. 6668

AUGUST 25, 1998

SCOTT M. SHORE  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 5743



SKETCH TO ACCOMPANY DESCRIPTION

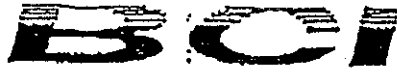
LEGEND  
 - - - - - FLDW BOUNDARY  
 - - - - - VALVE  
 ⊙ - - - - - METER

CLIENT:	FLORIDA DESCH COMPANIES
DATE:	8-25-88
DRAWN BY:	KT / SLS
SCALE:	1" = 30'

**BCI**  
 ENGINEERS - SCIENTISTS - SURVEYORS  
 11000 N. W. 12th St., Suite 100, Ft. Lauderdale, FL 33309  
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THIS IS NOT A BOUNDARY SURVEY

*John M. [Signature]*



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Formerly A&T Survey Group, Inc.

2726 SWAMP CABBAGE COURT  
FORT MYERS, FL 33901

EXHIBIT K-1

941-274-8991 FAX  
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BAYVIEW@bcicad.com

DESCRIPTION OF A PARCEL  
LYING IN SECTIONS 29, 30 AND 31, T-45-S, R-24-E,  
LEE COUNTY, FLORIDA

ALL THAT PART OF THE WEST HALF (W 1/2) OF THE WEST HALF (W 1/2) OF SECTION 29, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LYING WESTERLY OF GRIFFIN BOULEVARD AND NORTHWESTERLY OF MCGREGOR BOULEVARD, LESS THE NORTH 100 FEET THEREOF;

GOVERNMENT LOT 1 OF SECTION 30, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LESS THE NORTH 100 FEET THEREOF;

THAT PART OF THE EAST HALF (E 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 30, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LOCATED NORTHWESTERLY OF MCGREGOR BOULEVARD;

ALL THAT PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 31, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LYING NORTHWESTERLY OF MCGREGOR BOULEVARD;

GOVERNMENT LOTS 2, 3 AND 4, OF SECTION 30, TOWNSHIP 45 SOUTH, RANGE 24 EAST; AND EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4), AND, THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4), AND

ALL THAT PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 31, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LYING NORTHWESTERLY FROM MCGREGOR BOULEVARD,

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL: FROM THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 31, RUN NORTH 88°57'36" EAST ALONG THE SOUTH LINE OF SAID FRACTION OF A SECTION FOR 542.85 FEET; THENCE NORTH 01°07'16" WEST FOR 28.29 FEET TO A STEEL PIN AND THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING CONTINUE NORTH 01°07'16" WEST FOR 190.44 FEET TO A CONCRETE MONUMENT; THENCE RUN NORTH 85°11'40" EAST FOR 182.71 FEET TO A CONCRETE MONUMENT; THENCE RUN SOUTH 40°34'21" EAST FOR 204.09 FEET TO A STEEL PIN MARKING THE INTERSECTION WITH THE NORTHWESTERLY LINE (40 FEET FROM THE CENTERLINE) OF MCGREGOR BOULEVARD (STATE ROAD 8-857); THENCE RUN SOUTH 48°25'36" WEST FOR 154.71 FEET TO A NAIL MARKING THE INTERSECTION WITH THE NORTHERLY LINE OF IONA ROAD; THENCE RUN SOUTH 88°54'23" WEST ALONG SAID NORTHERLY LINE FOR 159.21 FEET TO THE POINT OF BEGINNING.



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EXHIBIT B-2

DESCRIPTION OF A PARCEL  
LYING IN SECTIONS 29, 30 AND 31, T-45S, R-24-E,  
LEE COUNTY, FLORIDA

A TRACT OF LAND LYING IN SECTIONS 29, 30, AND 31, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING:

ALL THAT PART OF THE WEST HALF (W 1/2) OF THE WEST HALF (W 1/2) OF SECTION 29, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LYING WESTERLY OF GRIFFIN BOULEVARD AND NORTHWESTERLY OF MCGREGOR BOULEVARD, LESS THE NORTH 100 FEET THEREOF;

GOVERNMENT LOT 1 OF SECTION 30, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LESS THE NORTH 100 FEET THEREOF;

ALL OF GOVERNMENT LOT 2 AND PART OF GOVERNMENT LOTS 3 AND 4 OF SECTION 30, TOWNSHIP 45 SOUTH, RANGE 24 EAST;

PART OF THE EAST HALF (E 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 30, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LOCATED NORTHWESTERLY OF MCGREGOR BOULEVARD;

PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 31, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LYING NORTHWESTERLY OF MCGREGOR BOULEVARD;

PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LYING NORTHWESTERLY OF MCGREGOR BOULEVARD;

PART OF THE EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 31, TOWNSHIP 45 SOUTH, RANGE 24 EAST;

PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 31, TOWNSHIP 45 SOUTH, RANGE 24 EAST;

AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 30; THENCE S89°19'35"W (BEARINGS BASED ON THE FLORIDA COORDINATE SYSTEM, WEST ZONE) ALONG THE SOUTH LINE OF SAID SECTION 30 FOR 425.34 FEET TO THE INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF MCGREGOR BOULEVARD (80 FEET FROM CENTERLINE), BEING THE NORTHWESTERLY LINE OF LANDS CONVEYED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 1837, PAGE 2882 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE N49°27'05"E ALONG SAID RIGHT-OF-WAY LINE FOR 558.64 FEET TO THE INTERSECTION WITH THE EAST LINE OF SAID SECTION 30; THENCE CONTINUING N49°27'05"E ALONG SAID RIGHT-OF-WAY LINE INTO SAID SECTION 29 FOR 202.49 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST AND ALONG SAID RIGHT-OF-WAY LINE FOR 141.67 FEET, RADIUS 2212.00 FEET, CHORD OF 141.85 FEET BEARING N47°37'00"E; THENCE N45°48'55"E ALONG SAID RIGHT-OF-WAY LINE FOR 1444.31 FEET; THENCE N00°44'41"W, LEAVING SAID RIGHT-OF-WAY LINE, ALONG THE WESTERLY LINE OF TRACT "B", PALMETTO POINT, AS RECORDED IN PLAT BOOK 21, PAGES 21 THROUGH 23 OF SAID PUBLIC RECORDS, AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF GRIFFIN BOULEVARD (50 FEET WIDE) FOR 3603.97 FEET; THENCE N89°37'45"W, LEAVING SAID RIGHT-OF-WAY LINE, PARALLEL WITH AND 100 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 29 FOR 1278.65 FEET TO THE INTERSECTION WITH THE EASTERLY LINE OF SAID SECTION 30; THENCE N89°37'45"W PARALLEL WITH AND 100 FEET SOUTH OF THE NORTHERLY LINE OF SAID SECTION 30 FOR 554 FEET, MORE OR LESS, TO THE WATERS OF THE CALOOSAHATCHEE RIVER; THENCE SOUTHWESTERLY AND WESTERLY ALONG THE WATERS OF THE CALOOSAHATCHEE RIVER FOR 6690 FEET, MORE OR LESS, TO THE INTERSECTION WITH THE WESTERLY LINE OF SAID SECTION 30 WHICH BEARS N01°03'43"W FROM THE SOUTHWEST CORNER OF SAID SECTION 30; THENCE S01°03'43"E ALONG SAID WESTERLY LINE OF SECTION 30 FOR 2049 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID SECTION 30; THENCE N28°45'47"E ALONG THE SOUTHERLY LINE OF SAID SECTION 30 FOR 1317.12 FEET TO THE SOUTHEAST CORNER OF GOVERNMENT LOT 2; THENCE N00°02'47"E ALONG THE WESTERLY BOUNDARY LINE OF THE LANDS OF RIVERS EDGE 3, A CONDOMINIUM, AS RECORDED IN OFFICIAL RECORD BOOK 1783, PAGE 3709 OF SAID PUBLIC RECORDS, FOR 18.83 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE SOUTH AND ALONG THE NORTHERLY BOUNDARY LINE OF SAID CONDOMINIUM LANDS FOR 187.34 FEET, RADIUS 2080.00 FEET, CHORD OF 187.27 FEET BEARING S88°48'51"E TO A POINT OF NON-TANGENT CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST AND ALONG THE

NORTHEASTERLY BOUNDARY OF SAID CONDOMINIUM LANDS FOR 147.84 FEET, RADIUS 229.88 FEET, CHORD OF 145.30 FEET BEARING S21°32'15"E TO A POINT OF TANGENCY; THENCE S40°18'38"E ALONG THE NORTHEASTERLY BOUNDARY OF SAID CONDOMINIUM LANDS FOR 584.49 FEET; THENCE S00°03'04"E ALONG THE EASTERLY BOUNDARY OF SAID CONDOMINIUM LANDS FOR 66.59 FEET TO THE INTERSECTION WITH THE SOUTHERLY LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 31; THENCE N33°31'11"E ALONG SAID FRACTIONAL SECTION LINE FOR 65.45 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 31; THENCE S01°09'19"E ALONG THE WESTERLY LINE OF SAID FRACTION OF SECTION 31 FOR 660.27 FEET TO THE SOUTHWEST CORNER OF SAID FRACTION OF SECTION 31; THENCE N38°35'32"E ALONG THE SOUTHERLY LINE OF SAID FRACTION OF SECTION 31 FOR 659.51 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 31; THENCE N39°11'55"E ALONG THE SOUTHERLY LINE OF SAID FRACTIONAL SECTION FOR 542.83 FEET; THENCE N01°07'54"W ALONG THE WESTERLY BOUNDARY LINE OF LANDS CONVEYED BY DEED RECORDED IN OFFICIAL RECORD BOOK 2125, PAGE 2439, FOR 221.20 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE N55°09'03"E ALONG THE NORTHWESTERLY BOUNDARY LINE OF SAID LANDS FOR 133.03 FEET TO THE MOST NORTHERLY CORNER OF SAID LANDS; THENCE S40°32'55"E ALONG THE NORTHEASTERLY BOUNDARY LINE OF SAID LANDS, ALONG A LINE PERPENDICULAR WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF McGREGOR BOULEVARD FOR 104.14 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF McGREGOR BOULEVARD (80 FEET FROM CENTERLINE), BEING THE NORTHWESTERLY LINE OF LANDS CONVEYED BY DEED RECORDED IN OFFICIAL RECORD BOOK 1237, PAGE 2382 OF SAID PUBLIC RECORDS; THENCE N40°27'05"E ALONG SAID RIGHT-OF-WAY LINE FOR 1828.43 FEET TO THE SOUTH LINE OF SAID SECTION 30 AND THE POINT OF BEGINNING;

LESS THE LANDS OF RIVER'S EDGE 1, A CONDOMINIUM, PHASES 1, 2 AND 3, AS RECORDED IN OFFICIAL RECORDS BOOK 1783, PAGE 3580 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE S29°19'35"W (BEARINGS BASED ON THE FLORIDA COORDINATE SYSTEM, WEST ZONE) ALONG THE SOUTH LINE OF SAID SECTION 30 FOR 425.34 FEET TO THE INTERSECTION WITH NORTHWESTERLY RIGHT-OF-WAY LINE OF McGREGOR BOULEVARD (80 FEET FROM CENTERLINE), BEING THE NORTHWESTERLY LINE LANDS CONVEYED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 1237, PAGE 2382 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE S40°27'05"W ALONG SAID RIGHT-OF-WAY LINE FOR 1271.44 FEET; THENCE N40°33'20"W, LEAVING SAID RIGHT-OF-WAY LINE, FOR 138.97 FEET; THENCE N49°28'20"E FOR 83.10 FEET THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST FOR 203.20 FEET, RADIUS 200.00 FEET, CHORD OF 202.85 FEET BEARING N42°10'04"E; THENCE N55°08'31"W ALONG A RADIAL LINE TO SAID CURVE FOR 20.00 FEET; THENCE N37°24'34"W FOR 82.25 FEET; THENCE N11°09'47"E FOR 197.13 FEET; THENCE N18°48'11"E FOR 113.07 FEET THENCE N22°58'53"E FOR 48.12 FEET TO A POINT OF NON-TANGENT CURVATURE AND THE SOUTHWESTERLY CORNER OF THE LANDS OF RIVER'S EDGE 1, A CONDOMINIUM, PHASES 1, 2, AND 3, AND THE POINT OF BEGINNING; THENCE NORTHERLY AND NORTHWESTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST FOR 218.81 FEET, RADIUS 250.00 FEET, CHORD OF 210.53 FEET BEARING N18°14'04"W TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY ALONG A CURVE CONCAVE TO THE EAST FOR 99.83 FEET, RADIUS 80.00 FEET, CHORD 88.71 FEET BEARING N05°32'39"E; THENCE N53°12'43"E FOR 115.49 FEET; THENCE N19°55'58"E FOR 84.11 FEET; THENCE N42°03'04"W FOR 62.87 FEET; THENCE N85°23'20"W FOR 87.89 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST FOR 85.18 FEET, RADIUS 72.00 FEET, CHORD OF 80.39 FEET BEARING N31°29'50"W; THENCE N17°35'20"W FOR 121.40 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST FOR 157.55 FEET, RADIUS 102.00 FEET, CHORD OF 142.35 FEET BEARING N25°38'40"E; THENCE N70°53'40"E FOR 32.21 FEET; THENCE N47°55'58"E FOR 78.10 FEET; THENCE N85°58'58"E FOR 45.89 FEET; THENCE S88°05'04"E FOR 124.00 FEET; THENCE S31°33'04"E FOR 72.94 FEET; THENCE S00°03'04"E FOR 80.00 FEET; THENCE S88°30'12"E FOR 51.00 FEET; THENCE S42°03'04"E FOR 88.20 FEET; THENCE S58°13'04"E FOR 69.89 FEET; THENCE S42°03'04"E FOR 81.93 FEET; THENCE S19°17'27"W FOR 330.85 FEET; THENCE S88°25'58"W FOR 160.80 FEET; THENCE S18°00'53"W FOR 117.41 FEET; THENCE S82°55'56"W FOR 105.47 FEET TO THE POINT OF BEGINNING.

LESS THE LANDS OF RIVER'S EDGE 2, A CONDOMINIUM, PARCEL A, AS RECORDED IN OFFICIAL RECORDS BOOK 1783, PAGE 3849 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE S 89°19'35"W (BEARINGS BASED ON THE FLORIDA COORDINATE SYSTEM, WEST ZONE) ALONG THE SOUTH LINE OF SAID SECTION 30 FOR 425.34 FEET TO THE INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF McGREGOR



BOULEVARD (80 FEET FROM CENTERLINE), BEING THE NORTHWESTERLY LINE OF LANDS CONVEYED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 1837, PAGE 2982 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE S49°27'05"W ALONG THE RIGHT-OF-WAY LINE FOR 1271.44 FEET; THENCE N40°33'20"W, LEAVING SAID RIGHT-OF-WAY LINE, FOR 832.37 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST FOR 652.32 FEET, RADIUS 650.00 FEET, CHORD OF 825.23 FEET BEARING N89°19'20"W; THENCE S08°03'20"E FOR 40.00 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF THE LANDS OF PARCEL A OF RIVER'S EDGE 2, A CONDOMINIUM, AND THE POINT OF BEGINNING; THENCE S81°56'40"W FOR 100.00 FEET; THENCE S08°03'20"E FOR 295.92 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST FOR 311.41 FEET, RADIUS 195.00 FEET, CHORD OF 279.36 FEET BEARING S53°43'26"E; THENCE N80°28'40"E FOR 88.51 FEET; THENCE NORTHEASTERLY AND NORTHERLY ALONG A CURVE CONCAVE TO THE NORTHWEST FOR 254.81 FEET, RADIUS 127.00 FEET, CHORD OF 214.22 FEET BEARING N22°58'40"E; THENCE N34°33'19"W FOR 52.22 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE TO THE EAST FOR 58.48 FEET, RADIUS 85.00 FEET, CHORD OF 57.33 FEET BEARING N14°50'48"W; THENCE N04°51'43"E FOR 127.14 FEET TO A POINT OF NONTANGENT CURVATURE; THENCE WESTERLY ALONG A CURVE CONCAVE TO THE SOUTH FOR 310.49 FEET, RADIUS 610.00 FEET, CHORD OF 307.15 FEET BEARING N83°28'25"W, TO THE POINT OF BEGINNING.

LESS THE LANDS OF RIVER'S EDGE 2, A CONDOMINIUM, PARCEL B, AS RECORDED IN OFFICIAL RECORDS BOOK 1789, PAGE 3849 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE S89°19'35"W (BEARINGS BASED ON THE FLORIDA COORDINATE SYSTEM, WEST ZONE) ALONG THE SOUTH LINE OF SAID SECTION 30 FOR 425.34 FEET TO THE INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF MCGREGOR BOULEVARD (80 FEET FROM CENTERLINE), BEING THE NORTHWESTERLY LINE OF LANDS CONVEYED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 1837, PAGE 2982 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE S49°27'05"W ALONG SAID RIGHT-OF-WAY LINE FOR 1271.44 FEET; THENCE N40°33'20"W, LEAVING SAID RIGHT-OF-WAY LINE, FOR 832.37 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST FOR 652.32 FEET, RADIUS 650.00 FEET, CHORD OF 825.23 FEET BEARING N89°19'20"W; THENCE S08°03'20"E FOR 40.00 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF THE LANDS OF PARCEL A OF RIVER'S EDGE 2, A CONDOMINIUM; THENCE S81°56'40"W FOR 150.00 FEET TO THE NORTHEASTERLY CORNER OF THE LANDS OF PARCEL B OF RIVER'S EDGE 2, A CONDOMINIUM, AND THE POINT OF BEGINNING; THENCE CONTINUE S81°56'40"W FOR 260.09 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE TO THE NORTH FOR 534.07 FEET, RADIUS 2040.00 FEET, CHORD OF 532.55 FEET BEARING S33°28'40"W; THENCE N83°03'20"W FOR 10.51 FEET; THENCE S08°41'12"E FOR 75.93 FEET; THENCE S54°57'57"E FOR 475.77 FEET; THENCE S78°18'20"E FOR 70.83 FEET; THENCE N78°52'08"E FOR 454.16 FEET; THENCE N08°03'29"W FOR 331.33 FEET TO THE POINT OF BEGINNING.

LESS THE LANDS OF RIVER'S EDGE 4, A CONDOMINIUM PHASES 2 AND 4, AS RECORDED IN OFFICIAL RECORDS BOOK 1841, PAGE 1465 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE S89°19'35"W (BEARINGS BASED ON THE FLORIDA COORDINATE SYSTEM, WEST ZONE) ALONG THE SOUTH LINE OF SAID SECTION 30 FOR 425.34 FEET TO THE INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF MCGREGOR BOULEVARD (80 FEET FROM CENTERLINE), BEING THE NORTHWESTERLY LINE OF LANDS CONVEYED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 1837, PAGE 2982 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE S49°27'05"W ALONG SAID RIGHT-OF-WAY LINE FOR 1271.44 FEET; THENCE N40°33'20"W, LEAVING SAID RIGHT-OF-WAY LINE, FOR 832.37 FEET; THENCE N49°28'40"E FOR 40.00 FEET TO THE SOUTHEASTERLY CORNER OF THE LANDS OF RIVER'S EDGE 4, A CONDOMINIUM, PHASES 2 AND 4, AND THE POINT OF BEGINNING; THENCE N40°33'20"W FOR 229.00 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST FOR 430.19 FEET, RADIUS 650.00 FEET, CHORD OF 423.25 FEET BEARING N58°24'58"W; THENCE N13°43'22"E FOR 87.29 FEET; THENCE N66°53'41"W FOR 35.00 FEET TO A POINT OF NONTANGENT CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST FOR 140.00 FEET, RADIUS 240.00 FEET, CHORD OF 138.02 FEET BEARING N39°43'56"E TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST FOR 91.93 FEET, RADIUS 153.00 FEET, CHORD OF 80.84 FEET BEARING N39°25'40"E TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST FOR 149.23 FEET, RADIUS 450.00 FEET, CHORD OF 143.54 FEET BEARING N31°56'40"E TO A POINT OF COMPOUND CURVATURE; THENCE EASTERLY AND SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST FOR 297.23 FEET, RADIUS 130.00 FEET, CHORD OF 236.59

FEET BEARING S73°03'20"E TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST FOR 115.19 FEET, RADIUS 300.00 FEET, CHORD OF 114.49 FEET BEARING S18°33'20"E TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST FOR 183.50 FEET, RADIUS 400.00 FEET, CHORD OF 188.78 FEET BEARING S16°03'20"E; THENCE S87°26'40"W FOR 25.00 FEET; THENCE S54°58'58"W FOR 21.10 FEET; THENCE S07°03'04"E FOR 19.00 FEET; THENCE S88°56'58"W FOR 62.00 FEET; THENCE S44°58'58"W FOR 50.00 FEET; THENCE S45°03'04"E FOR 227.14 FEET; THENCE N88°26'40"E FOR 28.89 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE SOUTHERLY ALONG A CURVE CONCAVE TO THE WEST FOR 86.39 FEET, RADIUS 450.00 FEET, CHORD OF 86.28 FEET BEARING S01°58'40"W TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST FOR 109.98 FEET, RADIUS 150.00 FEET, CHORD OF 107.51 FEET BEARING S28°26'40"W; THENCE S49°26'40"W FOR 13.00 FEET TO THE POINT OF BEGINNING.

LESS THE LANDS OF RIVER'S EDGE 4, A CONDOMINIUM, PHASE 8, AS RECORDED IN OFFICIAL RECORDS BOOK 1841, PAGE 1488 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE S89°19'25"W (BEARINGS BASED ON THE FLORIDA COORDINATE SYSTEM, WEST ZONE) ALONG THE SOUTH LINE OF SAID SECTION 30 FOR 425.34 FEET TO THE INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF MCGREGOR BOULEVARD (80 FEET FROM CENTERLINE), BEING THE NORTHWESTERLY LINE OF LANDS CONVEYED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 1837, PAGE 2982 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE S49°27'05"W ALONG SAID RIGHT-OF-WAY LINE FOR 1271.44 FEET; THENCE N40°33'20"W, LEAVING SAID RIGHT-OF-WAY LINE, FOR 603.37 FEET; THENCE N49°26'40"E FOR 40.00 FEET TO THE SOUTHEASTERLY CORNER OF THE LANDS OF RIVER'S EDGE 4, A CONDOMINIUM, PHASES 2 AND 4, AS RECORDED IN OFFICIAL RECORDS BOOK 1841, PAGE 1485 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE N49°26'40"E FOR 16.00 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST FOR 109.98 FEET, RADIUS 150.00 FEET, CHORD OF 107.51 FEET BEARING N28°26'40"E TO A POINT OF COMPOUND CURVATURE; THENCE NORTHERLY ALONG A CURVE CONCAVE TO THE WEST FOR 86.39 FEET, RADIUS 450.00 FEET, CHORD OF 86.28 FEET BEARING N01°58'40"E TO THE POINT OF BEGINNING; THENCE CONTINUE NORTHERLY ALONG SAID CURVE FOR 149.23 FEET, RADIUS 450.00 FEET, CHORD OF 148.54 FEET BEARING N13°03'20"W; THENCE N87°28'54"W FOR 59.83 FEET; THENCE N07°03'04"W FOR 30.00 FEET; THENCE S86°58'58"W FOR 82.00 FEET; THENCE S44°58'58"W FOR 50.00 FEET; THENCE S45°03'04"E FOR 227.14 FEET; THENCE N88°26'40"E FOR 28.89 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL OF 518.23 ACRES, MORE OR LESS.

**EXHIBIT C**  
**CONTRACT CONDITIONS BETWEEN**  
**GULF HARBOUR GOLF & COUNTRY CLUB, INC.**  
**AND LEE COUNTY**

THE FOLLOWING conditions are agreed to by GULF HARBOUR GOLF & COUNTRY CLUB, INC., a non-profit Florida 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 C are in accordance with the Agreement to which this Exhibit is attached.

**Location of Property and Distribution Points:**

The property identified by USER to receive reclaimed water is described in Exhibit B-1 to the Agreement. The Points of Delivery to where the County is to deliver the reclaimed water shall be a point inside a public utility easement described in Exhibit A to the Agreement. The Point of Delivery described in Exhibit A already exists. USER has constructed an isolated storage pond, distribution pipelines, and meter necessary for receiving reclaimed water from the Point of Delivery described in Exhibit A, which meet applicable governmental regulations. COUNTY will deliver reclaimed water according to COUNTY's daily operation schedule without having to provide USER with a delivery schedule.

**Quantity of Reclaimed Water:**

COUNTY will deliver and USER shall accept an annual average flow of 1.0 million gallons per day (MGD) of reclaimed water at the Point of Delivery (Exhibit A). Availability of the reclaimed water shall be determined by the COUNTY based upon: flow into the treatment facility, quality of the reclaimed water, and the pro-rata allocation of additional water described in Paragraph 7(b). The maximum volume available to USER, under adverse conditions described in Paragraph 7(c) of the Agreement, will be USER's pro-rata percentage of the total available reclaimed water supply delivered to USER during normal conditions.

**Operation and Maintenance Practices:**

USER will use reclaimed water in accordance with all appropriate Local, State, and Federal Rules and Regulations. This shall specifically include those requirements of 62-610, Part III (Slow-Rate Land Application Systems; Public Access Areas, Residential Irrigation and Edible Crops) of the Florida Administrative Code. The following are specifically taken from 62-610, Part II (Effective 8-8-99).

1. Notification and Advisory Signs

- a. The public shall be notified of the use of reclaimed water. This shall be accomplished by the posting of advisory signs designating the nature of the reuse project area where reuse is practiced, notes on scorecards, or by other methods.
- b. Use of purple as a prominent color on advisory signs and written notices related to a reuse project is recommended, but shall not be required.
- c. Advisory signs shall include the following text in English and Spanish: "Do not drink" together with the equivalent standard international symbol.
- d. Advisory signs shall be posted adjacent to lakes or ponds used to store reclaimed water that are not located at the domestic wastewater treatment facilities. Advisory signs shall be posted at decorative water features that use reclaimed water. Advisory signs at storage ponds or decorative water features shall include the following text in English and Spanish: "Do not drink" and "Do not swim" together with the equivalent standard international symbols.
- e. The permittee shall ensure that users of reclaimed water are informed about the origin, nature, and characteristics of reclaimed water; the manner in which reclaimed water can be safely used; and limitations on the use of reclaimed water. Notification is required at the time of initial connection to the reclaimed water distribution system and annually after the reuse system is placed into operation.

2. Setback Distances:

- a. There shall be a setback distance of 75 feet from the edge of the wetted area of the public access land application area to potable water supply wells that are existing or have been approved by the Department or by the Department of Health (*but not yet constructed*).
- b. No setback distance is required to any nonpotable water supply well.
- c. A 75-foot setback distance shall be provided from a reclaimed water transmission facility to a public water supply well. No setback distance is required to other potable water supply wells or to nonpotable water supply wells.
- d. Setback distances are not required for surface waters or developed areas.
- e. Within 100 feet from outdoor public eating, drinking and bathing facilities, low trajectory nozzles, or other means to minimize aerosol formation shall be used.

f. No setback distances are required for private swimming pools, hot tubs, spas, saunas, picnic tables, or barbecue pits or grills.

g. A setback distance of 100 feet shall be maintained from indoor aesthetic features (such as decorative pools or fountains) using reclaimed water to adjacent indoor public eating and drinking facilities where the aesthetic features and eating and drinking facilities are within the same room or building space.

h. A setback distance of 200 feet shall be provided from unlined storage ponds to potable water supply wells. This setback distance shall be reduced, but in no case to less than 75 feet, if the applicant provides an affirmative demonstration in the engineering report that reclaimed water will not migrate to the potable water well.

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

#### **COST ALLOCATION**

All costs for operating, expanding, and maintaining USER's irrigation distribution system shall be exclusively paid by USER.

TO: LEE COUNTY FINANCE DEPARTMENT

FROM: UTILITIES ENGINEERING  
(Department)

SUE GULLEDGE

A. AUTHORIZATION:

This transmittal authorizes the UTIL. ENGINEERING office to incur expenses for filing/records against:

Purchase Order # N/A for GULF HARBOUR (AMENDED EFFLUENT REUSE AGREEMENT) project. BS 20020882-UTL  
ACCOUNT NO. OD5360748700.504930

TWO ORIGINAL AGREEMENTS RECEIVED, ONE FOR MINUTES, RETURN ONE ORIGINAL TO SUE GULLEDGE, UTILITIES

*Sue Gullledge*  
SUE GULLEDGE Signature Authorization

B. SERVICE RECEIVED:

RECORDING \_\_\_\_\_

O. R. COPIES \_\_\_\_\_

PLAT COPIES \_\_\_\_\_

CASE #/INDEX FEE \_\_\_\_\_

DESCRIPTION OF SERVICE \_\_\_\_\_

AMOUNT OF FEE INCURRED \$ \_\_\_\_\_

(date)

(DEPUTY CLERK)

(CUSTOMER) (DEPT.)

THIS FORM GOES TO CASHIER WITH REGULAR RECEIPT ATTACHED

C. INVOICE INFORMATION: (FOR CLERK'S DEPARTMENT ONLY)

REC'D \_\_\_\_\_

ENTERED \_\_\_\_\_

CUST. # \_\_\_\_\_

INV. # \_\_\_\_\_

PLEASE REMIT TO: Clerk's Accounting  
P.O. BOX 2396  
FORT MYERS, FLORIDA 33902-2396

White - FINANCE Yellow - DEPT FISCAL OFFICER Pink - CLERK'S OFFICE