

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

CIVIL CASE NO. 2:18-cv-87-FtM-38MRM

LODGE/ABBOTT INVESTMENTS
ASSOCIATES LLC, and
LODGE/ABBOTT ASSOCIATES LLC,

Defendants.

CONSENT DECREE

WHEREAS Plaintiff United States of America has filed a Complaint in this action alleging that Defendants Lodge/Abbott Investments Associates LLC and Lodge/Abbott Associates LLC (“Defendants”) violated and remain in violation of the Clean Water Act (“CWA”) section 301(a), 33 U.S.C. § 1311(a);

WHEREAS the Complaint alleges that Defendants’ CWA violations resulted from construction activities occurring between approximately July 10 and October 09, 2016, on real property in Naples, Collier County, Florida, generally known as Kalea Bay, Tower 200;

WHEREAS the Complaint alleges that Defendants’ construction activities resulted in the unauthorized discharge of dredged or fill material into approximately 1.28 acres of waters of the United States in the form of wetlands that, at all relevant times, were part of a larger wetlands complex that abutted or was otherwise adjacent to the traditionally navigable and tidal waters of the Cocohatchee River and Wiggins Pass;

WHEREAS the Complaint requests that the Court award injunctive relief and civil penalties;

WHEREAS Defendants do not admit any liability to the United States arising out of the transactions or occurrences alleged in the Complaint;

WHEREAS the Parties recognize that this Consent Decree has been negotiated by the Parties in good faith and will avoid litigation among the Parties, and the Court by entering this Consent Decree finds that it is fair, reasonable, and in the public interest; and

WHEREAS in light of Defendants' execution of this Consent Decree and additional action, the Jacksonville District of the United States Army Corps of Engineers ("Corps") is withdrawing the cease and desist order issued to Defendants on or about May 30, 2017, with such withdrawal being with prejudice upon both: (a) the United States' execution of this Consent Decree; and (b) the Court's entry of this Consent Decree; and

THEREFORE, before the taking of any trial testimony, and without the adjudication or admission of any issue of fact or law except as provided in Section I of this Consent Decree, and with the consent of the Parties by their authorized representatives, it is hereby ORDERED, ADJUDGED and DECREED as follows:

I. JURISDICTION, VENUE, AND SUFFICIENCY OF COMPLAINT

1. This Court has jurisdiction over the subject matter of the Complaint pursuant to at least 28 U.S.C. §§ 1331 and 1345.
2. Venue is proper in the Middle District of Florida pursuant to CWA section 309(b), 33 U.S.C. § 1319(b), and 28 U.S.C. §§ 1391(b) and (c).
3. For purposes of this Consent Decree, including any action to enforce this Consent Decree, Defendants consent to personal jurisdiction and venue.
4. For purposes of this Consent Decree, including any action to enforce this Consent Decree, the Parties agree, and the Court finds, that the Complaint states claims upon which relief can be granted pursuant to CWA sections 301(a) and 309(d), 33 U.S.C.

§§ 1311(a) and 1319(d).

II. APPLICABILITY

5. This Consent Decree applies to and is binding upon the United States, and upon Defendants and any successors, assigns, or other persons otherwise bound by law whether or not such person has notice of this Consent Decree.

6. No transfer of ownership or control of the Site, of any portion of the Site, or of any less-than-fee-simple interest in the Site or a portion thereof (such as an easement or lease) shall relieve Defendants of any of their obligations in this Consent Decree. As a condition of any such transfer, Defendants shall reserve all rights necessary to comply with this Consent Decree. At the time of such transfer, Defendants shall provide a copy of this Consent Decree to the transferee, shall obtain the transferee's acknowledgement thereof, and shall provide written notice of the transfer and a copy of such acknowledgement to the United States at the addresses specified in Section X of this Consent Decree. Any attempted or actual transfer of any interest in the Site without complying with this Paragraph constitutes a violation of this Consent Decree.

7. Defendants shall provide a copy of this Consent Decree to all officers and agents whose duties might reasonably include compliance with any provision of this Consent Decree. To the extent that Defendants retain any contractor or consultant to perform any obligation required under this Consent Decree, Defendants shall condition any such contract upon performance that conforms to the terms of this Consent Decree.

8. In any action to enforce this Consent Decree, Defendants shall not raise as a defense the failure by any of their officers, directors, employees, agents, contractors, or consultants to take any actions necessary to comply with this Consent Decree.

III. DEFINITIONS

9. Terms used in this Consent Decree that are defined in the CWA or in regulations promulgated pursuant to the CWA shall have the meanings assigned to them in the CWA or such regulations, unless otherwise provided in this Consent Decree.

10. Whenever the terms set forth below are used in this Consent Decree, the following definitions shall apply:

“Complaint” shall mean the pleading filed by the United States that commenced this action;

“Corps” shall mean the United States Army Corps of Engineers, including its Jacksonville District, and any of its successor departments or agencies. Unless the context shows otherwise, all references to the United States herein shall include the Corps.

“Day” whether or not capitalized, shall mean a calendar day unless expressly stated to be a business day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next business day.

“Defendants” shall mean Defendants Lodge/Abbott Investments Associates LLC and Lodge/Abbott Associates LLC.

“Effective Date” shall mean the date on which this Consent Decree is entered by the Court.

“Parties” shall mean the United States and Defendants.

“Site” shall mean the area containing approximately 1.28 acres of wetlands and 0.45 acres of uplands (for a total area of approximately 1.73 acres) in the location shown in Appendix A to this Consent Decree and having a legal description as set forth in Appendix B to this Consent Decree.

IV. SCOPE, EFFECT, AND RESERVATION OF RIGHTS

11. This Consent Decree resolves the civil claims of the United States for the violations of the CWA alleged in the Complaint, subject to Defendants' compliance with this Consent Decree.

12. It is the express purpose of the Parties in entering this Consent Decree to further the objectives set forth in CWA section 101, 33 U.S.C. § 1251.

13. Defendants' obligations under this Consent Decree are joint and several.

14. The Parties acknowledge that, as of the Effective Date of this Consent Decree, Nationwide Permit 32, 82 Fed. Reg. 1,992 (Jan. 6, 2017), provides CWA section 404 authorization, subject to the conditions provided in Nationwide Permit 32 and this Consent Decree, for any dredged or fill material that Defendants placed at the Site in conjunction with discharges alleged to be violations of the CWA in this Complaint.

15. This Consent Decree is not and shall not be interpreted to be a permit, or modification of any permit, under any federal, state, or local laws or regulations. Defendants are responsible for compliance with all applicable federal, state, and local laws, regulations, and permits; and Defendants' compliance with this Consent Decree shall be no defense to any action commenced pursuant to any such laws, regulations, or permits, except as set forth in this Consent Decree. The United States does not warrant that Defendants' compliance with any aspect of this Consent Decree will result in compliance with any provision of federal, state, or local laws, regulations, or permits. Further, in any Clean Water Act permit application, Defendants may not rely upon (a) any provision of this Consent Decree as part of any avoidance and minimization measures demonstration; or (b) any provision of this Consent Decree, including off-Site compensatory mitigation, as part of any compensatory mitigation proposal.

16. Except as provided in Paragraph 14, nothing in this Consent Decree shall limit the ability of the Corps to issue, modify, suspend, revoke, or deny any individual permit or

any nationwide or regional general permit, nor shall this Consent Decree limit the United States Environmental Protection Agency's ability to exercise its authority pursuant to CWA section 404(c), 33 U.S.C. § 1344(c).

17. This Consent Decree in no way affects the rights of the United States against any other person not a party to this Consent Decree.

18. The United States reserves all legal and equitable remedies available to enforce this Consent Decree and applicable law, except as expressly stated in Paragraph 11 of this Consent Decree. This Consent Decree shall not be construed to limit the rights of the United States to obtain remedies under the CWA or its implementing regulations, or under other federal laws, regulations, or permit conditions, except as expressly specified in Paragraph 11 of this Consent Decree.

V. REMEDIAL PROVISIONS

A. CIVIL PENALTY

19. Within thirty (30) Days of the Effective Date of this Consent Decree, Defendants shall pay a civil penalty to the United States in the amount of three hundred fifty thousand dollars (\$350,000).

20. Payment to the United States shall be made in accordance with written instructions to be provided to Defendants by the United States Department of Justice following entry of this Consent Decree. Promptly upon payment, Defendants shall provide written notice thereof to the United States at the addresses specified in Section X of this Consent Decree.

21. Defendants shall not deduct any penalties paid under this Consent Decree (whether pursuant to this Section or the Section regarding stipulated penalties) in calculating any federal income tax owed.

B. INJUNCTIVE RELIEF

22. Prohibitory Injunction. Defendants and their agents, successors, and assigns and all persons having actual or constructive notice of this Consent Decree are permanently enjoined from disturbing any and all wetlands outside the boundary of the Site by any dredging, filling, land clearing, tillage, construction work, or activity involving the discharge of dredged or fill material unless Defendants, before initiating any such work, provide written notification to the Corps fully describing the proposed work and obtain from the Corps: (1) a determination that no CWA section 404 permit is required for the proposed work; or (2) a verification of the applicability of a nationwide or regional CWA section 404 permit; or (3) an individual CWA section 404 permit.

23. Mitigation. Defendants shall effect compensatory mitigation by purchasing 0.60 freshwater, herbaceous mitigation credit from Panther Island Mitigation Bank within thirty (30) days of the Effective Date of this Consent Decree. Promptly upon completing this obligation, Defendants shall provide written notice thereof to the United States at the addresses specified in Section X of this Consent Decree.

VI. RETENTION OF RECORDS AND ACCESS

24. Until three (3) years after termination of this Consent Decree pursuant to Section XIV, Defendants shall retain, and shall instruct their contractors, consultants, and other agents to preserve, all non-identical copies of all documents, records, or other information (including electronically stored information) in their or their contractors' or other agents' possession or control, or that come into their contractors' or other agents' possession or control, and that relate in any manner to Defendants' performance of its obligations under this Consent Decree. At any time during this information-retention period, upon request by the United States, Defendants shall provide copies of any documents, records, or other information required to be maintained under this Paragraph. If Defendants assert that any information is protected from disclosure under any privilege or protection recognized by

federal law, and the United States disputes such assertion, the dispute may be resolved in accordance with Section VII of this Consent Decree.

25. The United States, including its contractors and/or consultants, shall have the right to access the Site, at all reasonable times, with reasonable advance notice, in order to:

- a. monitor the progress of activities required under this Consent Decree;
- b. verify any data or information submitted;
- c. obtain samples;
- d. obtain documentary evidence, including photographs and similar data;

and

- e. assess compliance with this Consent Decree.

26. This Consent Decree in no way limits or affects the United States' or the Corps' otherwise existing rights of entry and inspection or any right to obtain information, nor does it limit or affect any otherwise existing duty or obligation of Defendants to maintain documents, records, or other information.

VII. DISPUTE RESOLUTION

27. Unless otherwise expressly provided for in this Consent Decree, the Parties shall attempt to resolve any and all disputes arising under or with respect to this Consent Decree through the dispute resolution procedures of this Section ("Dispute Resolution").

28. A dispute shall be considered to have arisen when a written Notice of Dispute is transmitted to the opposing party at the addresses specified in Section X. Such Notice of Dispute shall state clearly the matter in dispute.

29. If after 30 Days of transmittal of the Notice of Dispute, the complainant concludes that the Parties have reached an impasse, then the complainant may seek resolution of the dispute by the Court. The Parties may continue to attempt to resolve the Notice of Dispute while the matter is pending before the Court.

30. The invocation of Dispute Resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of Defendants under this Consent Decree, unless and until final resolution of the dispute so provides. Stipulated penalties and interest, if applicable to the disputed matter, shall continue to accrue from the first Day of violation, but payment shall be stayed pending resolution of the dispute as provided in Section X of this Consent Decree. If Defendants do not prevail on the disputed issue, stipulated penalties and interest, if applicable, shall be assessed and paid as provided in Section X of this Consent Decree. If determined by the Court that Defendants did not violate the Consent Decree, no stipulated penalty or interest shall be assessed.

VIII. FORCE MAJEURE

31. “Force majeure,” for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of Defendants, of any person controlled by Defendants, or of Defendants’ contractors or consultants that delays or prevents the performance of any obligation under this Consent Decree despite Defendants’ best efforts to fulfill the obligation.

32. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Decree, whether or not caused by a force majeure event, Defendants shall provide notice to the United States, at the addresses specified in Section X, within a reasonable time after Defendants first know or should know that the event might cause a delay. Defendants shall also provide an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Defendants’ rationale for attributing such delay to a force majeure event if they intend to assert such a defense; and a statement as to whether, in the opinion of Defendants, such event may cause or contribute to an

endangerment to public health, welfare or the environment. Defendants shall include with any written notice required by this Section all relevant documentation.

33. If the United States agrees in writing that the delay or anticipated delay is attributable to a force majeure event, the time for performance of the obligations under this Consent Decree that are affected by the force majeure event may be extended for such additional time as may be necessary to complete those obligations under the circumstances.

34. If the United States does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, or does not agree to the extension of time sought by Defendants, then Defendants may invoke Dispute Resolution procedures of this Consent Decree.

35. If Defendants invoke Dispute Resolution procedures of this Consent Decree, Defendants shall have the burden of demonstrating that the delay or anticipated delay has been or will be caused by a force majeure event; the number of Days of delay or anticipated delay that was or will be caused by such force majeure event; that the duration of the delay or the extension sought was or will be warranted under the circumstances; that Defendants could not have foreseen and prevented such delay; that Defendants exercised best efforts to prevent, avoid, minimize and mitigate the delay and its effects; and that Defendants complied with the requirements of this Section.

IX. STIPULATED PENALTIES

36. Defendants shall be liable for stipulated penalties to the United States for violations of this Consent Decree in accordance with this Section, unless excused under Section VIII (Force Majeure). A violation includes failing to perform any obligation required by this Consent Decree within the specified time schedules established by or approved under this Consent Decree.

37. Stipulated penalties shall accrue for violating this Consent Decree in the amount of three thousand dollars (\$3,000) per Day for each Day that the violation persists.

38. Stipulated penalties under this Section shall begin to accrue on the Day a violation occurs and shall continue to accrue until the violation ceases.

39. Except as provided in this Section, Defendants shall pay any stipulated penalty within thirty (30) Days of receiving the United States' written demand. Defendants shall make any such payment in accordance with written instructions to be provided by the United States. Upon such payment, Defendants shall provide written notice thereof to the United States at the addresses specified in Section X of this Consent Decree.

40. The United States may, in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due it under this Consent Decree.

41. Any disputes concerning the amount of stipulated penalties or the underlying violation that gives rise to the assessment of stipulated penalties are subject to the Dispute Resolution provisions of this Consent Decree. Stipulated penalties disputed by Defendants and any applicable interest shall continue to accrue as provided in this Consent Decree, but need not be paid until the following:

a. If the dispute is resolved by agreement between the Parties, Defendants shall pay the amount due under such agreement, together with any applicable interest, to the United States within thirty (30) Days of the effective date of the agreement.

b. If the dispute is taken to this Court, Defendants shall pay all accrued penalties determined by the Court to be owing, together with any applicable interest, to the United States within thirty (30) Days of receiving the Court's decision, except as provided in subparagraph c, below.

c. If any party appeals the Court's decision, Defendants shall pay all accrued penalties determined to be owing, together with any applicable interest, to the United States within fifteen (15) Days of receiving the final appellate decision.

42. If Defendants fail to pay stipulated penalties according to the terms of this Consent Decree, Defendants shall be liable for interest on such penalties, as provided for in

28 U.S.C. § 1961, accruing as of the date payment became due. Nothing in this Paragraph shall be construed to limit the United States from seeking any remedy otherwise provided by law for Defendants' failure to pay any stipulated penalties.

43. The payment of stipulated penalties and interest, if any, shall not alter in any way Defendants' obligation to complete performance of the requirements of this Consent Decree.

44. Stipulated penalties are not the United States' exclusive remedy for violations of this Consent Decree. Subject to the provisions of Section IV, the United States expressly reserves the right to seek any other relief it deems appropriate for Defendants' violation of this Consent Decree or applicable law, including but not limited to an action against Defendants for statutory penalties, additional injunctive relief, mitigation or offset measures, and/or contempt. However, the amount of any statutory penalty assessed for a violation of this Consent Decree shall be reduced by an amount equal to the amount of any stipulated penalty assessed and paid pursuant to this Consent Decree.

X. NOTICES AND COMMUNICATIONS

45. All notices and communications required under this Consent Decree shall be made to the Parties through each of the following persons and addresses:

a. TO THE UNITED STATES:

i. TO THE DEPARTMENT OF JUSTICE:

Chief, Environmental Defense Section
Attention: Andrew J. Doyle, Attorney
United States Department of Justice
Environment & Natural Resources Division
P.O. Box 7611
Washington, DC 20044
(202) 514-4427 (p)
(202) 514-8865 (f)
andrew.doyle@usdoj.gov
efile_eds.enrd@usdoj.gov

ii. TO THE CORPS:

Joshua Holmes
Principal Assistant District Counsel for Regulatory
U.S. Army Corps of Engineers, Jacksonville District
701 San Marco Boulevard
Jacksonville, FL 32207
(904) 232-2015 (t)
Joshua.R.Holmes@usace.army.mil

Cynthia Ovdenk
Regulatory Division, Enforcement Section
U.S. Army Corps of Engineers, Jacksonville District
1520 Royal Palm Square Boulevard, Suite 310
Fort Myers, FL 33919
(239) 334-1975, extension 0010
cynthia.D.ovdenk@usace.army.mil

b. TO DEFENDANTS:

Michelle Diffenderfer
Lewis, Longman and Walker, P.A.
515 North Flagler Drive
Suite 1500
West Palm Beach, FL 33401
(561) 640-0820 (t)
(561) 640-8202 (f)
mdiffenderfer@llw-law.com

Richard T. Brockhaus
Nico Schultz
Edward R. Schonberg
3400 East Layette
Detroit, MI 48207
(313) 567-7000

46. Any Party may, by written notice to the Parties, change its designated notice recipient or notice address provided above.

47. Notices submitted pursuant to this Section shall be deemed submitted upon mailing, unless otherwise provided in this Consent Decree or by mutual agreement of the Parties in writing.

XI. COSTS OF SUIT

48. The Parties shall bear their own costs of this action, including attorneys' fees, except that the United States shall be entitled to collect the costs (including reasonable attorneys' fees) incurred in any action necessary to collect any portion of the civil penalty or any stipulated penalties due but not paid by Defendants.

XII. PUBLIC PARTICIPATION

49. This Consent Decree shall be lodged with the Court for a period of not less than 30 Days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations indicating that the Consent Decree is inappropriate, improper, or inadequate. Defendants consent to entry of this Consent Decree without further notice and agree not to withdraw from or oppose entry of this Consent Decree by the Court or to challenge any provision of the Decree, unless the United States has notified Defendants in writing that it no longer supports entry of the Decree.

XIII. MODIFICATION

50. The terms of this Consent Decree may be modified only by a subsequent written agreement signed by all the Parties. Where the modification constitutes a material change to any term of this Consent Decree, it shall be effective only upon the Court's approval.

XIV. TERMINATION

51. This Consent Decree terminates once Defendants complete their obligations under Paragraphs 19, 20, and 23 of this Consent Decree.

52. Irrespective of Paragraph 51 above, termination of this Consent Decree does not extinguish the prohibitory injunction set forth in Paragraph 22 above.

XV. SIGNATURES/SERVICE

53. Each undersigned representative of Defendants and the United States Department of Justice certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind the party he represents to this document.

54. This Consent Decree may be signed in counterparts, such counterpart signature pages shall be given full force and effect, and its validity shall not be challenged on that basis. Defendants agree to accept service of process by mail with respect to the Complaint and all matters arising under or relating to this Consent Decree and to waive the formal service requirements set forth in the Federal Rules of Civil Procedure and any applicable Local Rules of this Court including, but not limited to, service of a summons.

XVI. INTEGRATION

55. This Consent Decree constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the Consent Decree and supersedes any prior agreements and understandings, whether oral or written, concerning the settlement embodied herein. Other than Appendices hereto and modifications made effective in accordance with Section XIII of this Consent Decree, the Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Consent Decree.

XVII. FINAL JUDGMENT AND RETENTION OF JURISDICTION

56. Upon its approval and entry by the Court, this Consent Decree shall constitute a final judgment of the Court as to the United States and Defendants. The Parties waive any rights to appeal such final judgment.

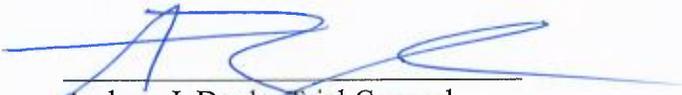
57. This Court retains jurisdiction over this action for the purpose of resolving disputes arising under this Consent Decree, or entering orders modifying this Consent Decree, or effectuating or enforcing compliance with the terms of this Consent Decree.

XVIII. APPENDICES

58. Appendices A and B, which show the location of the Site and provide a legal description for it, are attached to and part of this Consent Decree.

Dated: February 8, 2018

JEFFREY H. WOOD
Acting Assistant Attorney General



Andrew J. Doyle, Trial Counsel
Florida Bar No. 84948
United States Department of Justice
Environment and Natural Resources Division
P.O. Box 7611
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Attorneys for the United States

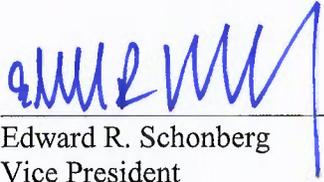
Dated: January 31, 2018



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John W. Wallace
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jwallace@llw-law.com
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*Attorneys for Defendants
Lodge/Abbott Investments Associates LLC and
Lodge/Abbott Associates LLC*

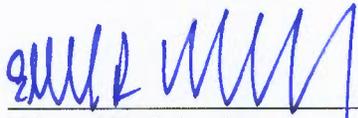
Dated: Jan. 31, 2018



Edward R. Schonberg
Vice President
Lodge/Abbott Investments Associates LLC
3400 East Lafayette
Detroit, MI 48207
(313) 567-7000

*for Defendant Lodge/Abbott Investments
Associates LLC*

Dated: Jan. 31, 2018



Edward R. Schonberg
Vice President
Lodge/Abbott Associates LLC
3400 East Lafayette
Detroit, MI 48207
(313) 567-7000

for Defendant Lodge/Abbott Associates LLC

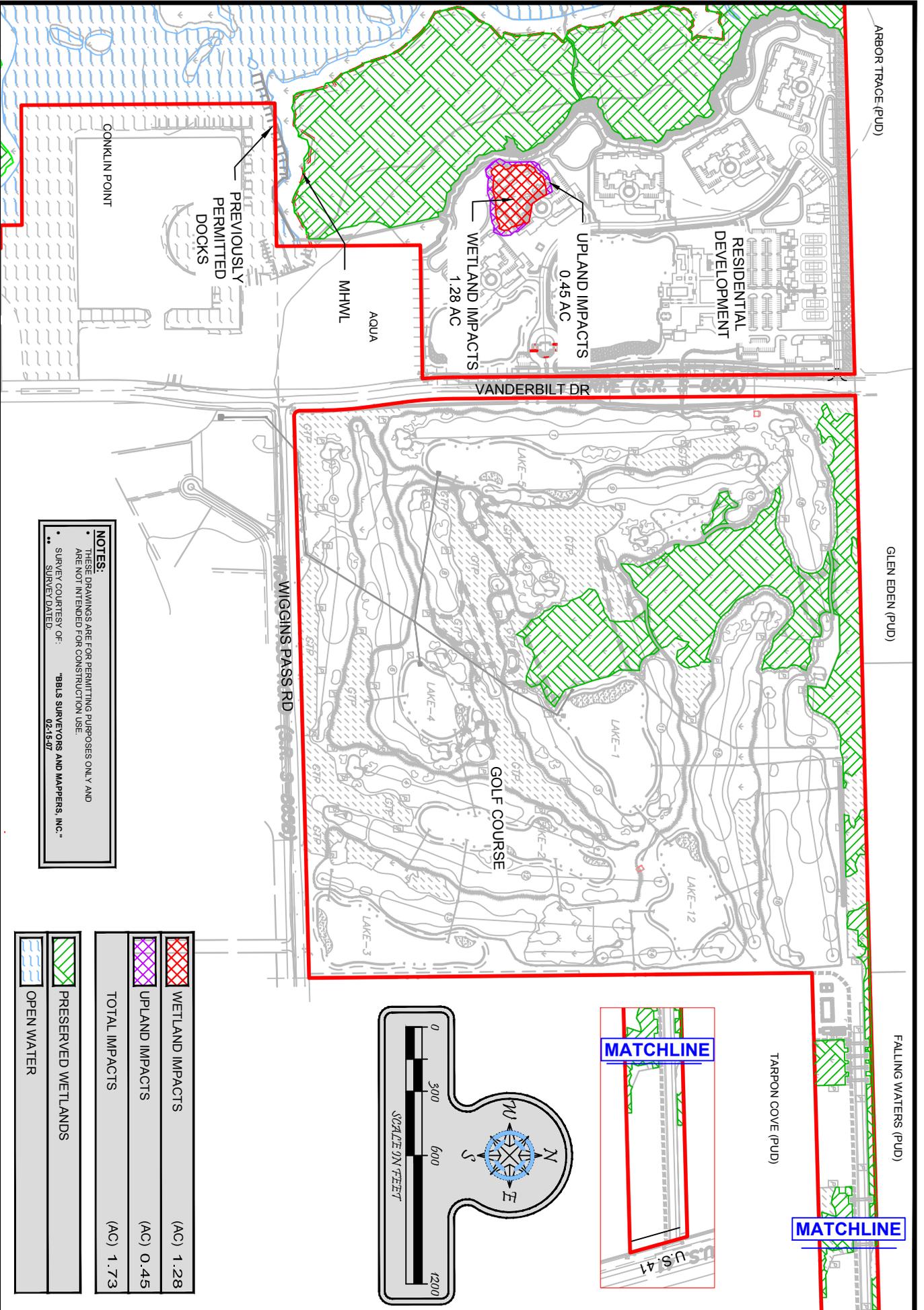
IT IS SO ORDERED

Dated, entered, and made effective this _____ day of _____, 201____.

UNITED STATES DISTRICT JUDGE

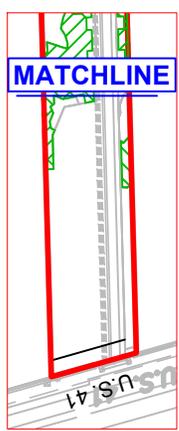
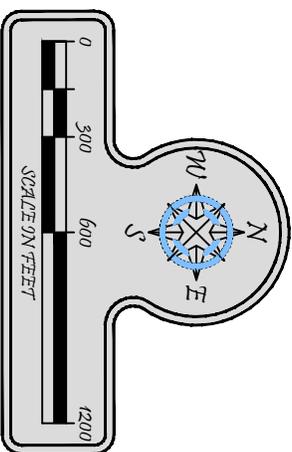
Appendix A:

Map Showing Location of Filled Wetlands



NOTES:
 • THESE DRAWINGS ARE FOR PERMITTING PURPOSES ONLY AND ARE NOT INTENDED FOR CONSTRUCTION USE.
 • SURVEY COURTESY OF: "BBS SURVEYORS AND MAPPERS, INC." 02.15.07
 • SURVEY DATED:

	PRESERVED WETLANDS	
	WETLAND IMPACTS	(AC) 1.28
	UPLAND IMPACTS	(AC) 0.45
	TOTAL IMPACTS	(AC) 1.73
	OPEN WATER	



Turrell, Hall & Associates, Inc.
 Marine & Environmental Consulting
 3584 Exchange Ave. Suite B. Naples, FL 34104-3732
 Phone: (239) 643-0166 Fax: (239) 643-6632
 Email: thm@turrell-associates.com

KALIEA BAY
 CURRENT SITEPLAN IMPACTS MAP

DESIGNED BY:	TH	DATE:	CHK BY:	DATE:
DRAWN BY:	RMU	10-09-17		
CREATED:		09-11-19		
JOB NO.:	99119			
SHEET NO.:	06 OF 08			

SECTION - 8, 16, 17, 20 TOWNSHIP - 48 S RANGE - 25 E

Appendix B:

Legal Description of the Site

BBLs
SURVEYORS, INC.
8860 TERRENE COURT
BONITA SPRINGS, FLORIDA 34135
TELEPHONE: 239-597-1315
FAX: 239-597-5207

EXHIBIT
SITE
(KALEA BAY)

A PORTION OF SECTION 17, TOWNSHIP 48 SOUTH, RANGE 25 EAST,
COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED
AS FOLLOWS;

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER
OF SAID SECTION 17; THENCE S.88°25'32"W., ALONG THE NORTH LINE OF
SAID NORTHEAST QUARTER, A DISTANCE OF 902.17 FEET; THENCE
S.00°00'00"W., A DISTANCE OF 1,387.26 FEET TO THE **POINT OF**
BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE
S.26°31'22"E., A DISTANCE OF 60.67 FEET; THENCE S.35°20'02"E., A
DISTANCE OF 49.17 FEET; THENCE S.80°51'11"E., A DISTANCE OF 84.10
FEET; THENCE S.39°34'21"E., A DISTANCE OF 27.58 FEET; THENCE
S.43°06'52"E., A DISTANCE OF 42.29 FEET; THENCE S.06°58'45"E., A
DISTANCE OF 18.34 FEET; THENCE S.43°35'00"E., A DISTANCE OF 22.76
FEET; THENCE S.04°18'58"E., A DISTANCE OF 35.43 FEET; THENCE
S.21°33'05"W., A DISTANCE OF 47.75 FEET; THENCE N.84°39'11"W., A
DISTANCE OF 29.58 FEET; THENCE S.56°48'56"W., A DISTANCE OF 18.03
FEET; THENCE S.80°45'14"W., A DISTANCE OF 48.62 FEET; THENCE
N.90°00'00"W., A DISTANCE OF 50.51 FEET; THENCE S.76°44'05"W., A
DISTANCE OF 15.06 FEET; THENCE S.69°21'38"W., A DISTANCE OF 25.15
FEET; THENCE S.88°41'13"W., A DISTANCE OF 18.60 FEET; THENCE
N.87°25'25"W., A DISTANCE OF 40.85 FEET; THENCE N.78°51'27"W., A
DISTANCE OF 11.06 FEET; THENCE S.43°15'13"W., A DISTANCE OF 11.39
FEET; THENCE S.81°02'14"W., A DISTANCE OF 33.82 FEET; THENCE
N.45°33'06"W., A DISTANCE OF 45.28 FEET; THENCE N.29°04'37"W., A
DISTANCE OF 37.08 FEET; THENCE N.28°56'02"E., A DISTANCE OF 36.09
FEET; THENCE N.01°27'57"W., A DISTANCE OF 130.26 FEET; THENCE
N.29°37'33"E., A DISTANCE OF 28.52 FEET; THENCE N.71°47'18"E., A
DISTANCE OF 19.99 FEET; THENCE N.36°20'59"E., A DISTANCE OF 39.99
FEET; THENCE N.70°18'35"E., A DISTANCE OF 31.07 FEET; THENCE
N.77°41'41"E., A DISTANCE OF 56.09 FEET TO THE **POINT OF BEGINNING**.
PARCEL CONTAINS 1.73 ACRES, MORE OR LESS.

BEARINGS SHOWN HEREON REFER TO THE NORTH LINE OF THE
NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 48 SOUTH, RANGE 26
EAST, COLLIER COUNTY, FLORIDA, AS BEING S.88°25'32"W.

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESTRICTIONS AND
RESERVATIONS OF RECORD.

(SEE ATTACHED SKETCH-SHEETS 3 & 4 OF 4)

SHEET 2 OF 4

NOTES

1.) BEARINGS SHOWN HEREON REFER TO THE N. LINE OF THE N.E. 1/4 OF SECTION 17, TOWNSHIP 48 S. RANGE 25 E., COLLIER COUNTY, FLORIDA, AS BEING S88°25'32"W

2.) THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.

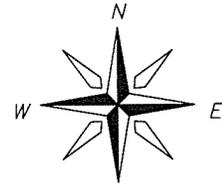
3. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

LEGEND

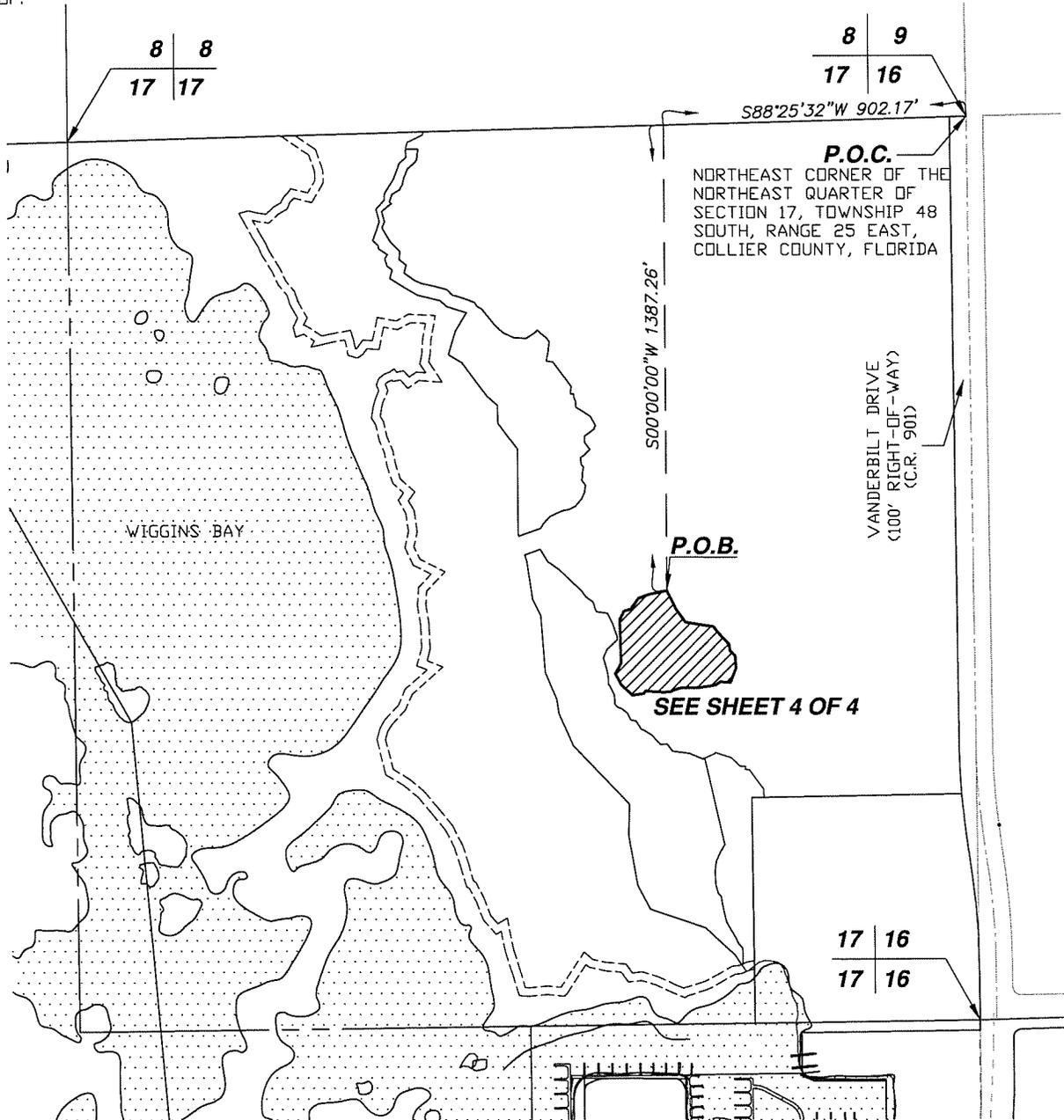
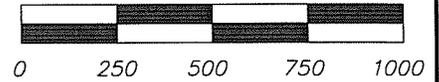
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- C.R. COUNTY ROAD
- P.B. PLAT BOOK

 WATER

 SITE AREA 1.73 ACRES ±



SCALE: 1" = 500'



KEYMAP

**SHEET 3 OF 4
THIS IS NOT A SURVEY**

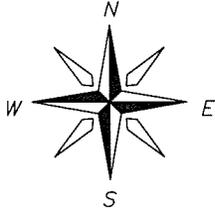
N:\Projects\2014\14.35 COCOHATCHEE STAKEOUT\CONSERVATION EASEMENT & 2.15\REV 01.15\EXHIBIT_KETMAP.dwg 1/24/2018 10:32:20 AM EST

SCALE:	1" = 500'
APPROVED:	SEB
DRAWN BY:	MAC
FILE:	SEE DAYSTAMP
DATE:	01/24/18

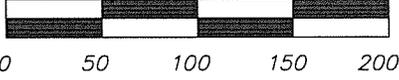
**EXHIBIT
SITE (KALEA BAY)**

**A PORTION OF SECTION 17,
TOWNSHIP 48 SOUTH, RANGE 25 EAST,
COLLIER COUNTY, FLORIDA.**

BBLs SURVEYORS, INC.
8860 TERRENE COURT,
BONITA SPRINGS, FLORIDA, 34135
(239) 597-1315



SCALE: 1" = 100'



LEGEND

P.O.B. POINT OF BEGINNING
 P.O.C. POINT OF COMMENCEMENT



SITE
 (1.73 ACRES ±)

S88°25'32"W 902.17'

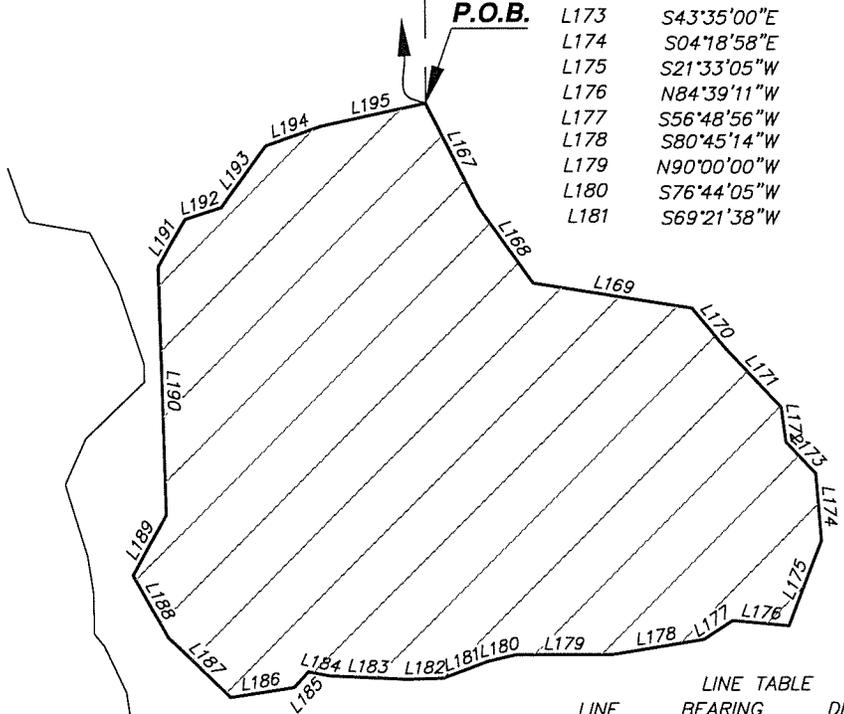
8 9
 17 16

P.O.C.

NORTHEAST CORNER OF THE
 NORTHEAST QUARTER OF SECTION
 17, TOWNSHIP 48 SOUTH, RANGE
 25 EAST, COLLIER COUNTY,
 FLORIDA

S00°00'00"W 1387.26'

P.O.B.



LINE TABLE

LINE	BEARING	DISTANCE
L167	S26°31'22"E	60.67
L168	S35°20'02"E	49.17
L169	S80°51'11"E	84.10
L170	S39°34'21"E	27.58
L171	S43°06'52"E	42.29
L172	S06°58'45"E	18.34
L173	S43°35'00"E	22.76
L174	S04°18'58"E	35.43
L175	S21°33'05"W	47.75
L176	N84°39'11"W	29.58
L177	S56°48'56"W	18.03
L178	S80°45'14"W	48.62
L179	N90°00'00"W	50.51
L180	S76°44'05"W	15.06
L181	S69°21'38"W	25.15

LINE TABLE

LINE	BEARING	DISTANCE
L182	S88°41'13"W	18.60
L183	N87°25'25"W	40.85
L184	N78°51'27"W	11.06
L185	S43°15'13"W	11.39
L186	S81°02'14"W	33.82
L187	N45°33'06"W	45.28
L188	N29°04'37"W	37.08
L189	N28°56'02"E	36.09
L190	N01°27'57"W	130.26
L191	N29°37'33"E	28.52
L192	N71°47'18"E	19.99
L193	N36°20'59"E	39.99
L194	N70°18'35"E	31.07
L195	N77°41'41"E	56.09

NOTES

- 1.) BEARINGS SHOWN HEREON REFER TO THE N. LINE OF THE N.E. 1/4 OF SECTION 17, TOWNSHIP 48 S. RANGE 25 E., COLLIER COUNTY, FLORIDA. AS BEING S88°25'32"W
- 2.) THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.
3. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

**SHEET 4 OF 4
 THIS IS NOT A SURVEY**

N:\Projects\2018\18-035 COCOHATCHEE STAKEOUT\CONSERVATION EASEMENT 6 2 18.dwg 1/24/2018 10:42:35 AM EST

SCALE: 1" = 100'
 APPROVED: SEB
 DRAWN BY: MAC
 FILE: SEE DAYSTAMP
 DATE: 01/24/18

**EXHIBIT
 SITE (KALEA BAY)**
**A PORTION OF SECTION 17,
 TOWNSHIP 48 SOUTH, RANGE 25 EAST,
 COLLIER COUNTY, FLORIDA.**

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