



BOARD OF COUNTY COMMISSIONERS

P.O. Box 398
Fort Myers, Florida 33902-0398
(941) 335-2111
(941) 335-2236

Writer's Direct Dial Number

February 7, 1996

John E. Manning
District One

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

James G. Yeager
County Attorney

Diana M. Parker
County Hearing
Examiner

Blanca S. Bayo, Director
Division of Records & Reporting
Florida Public Service Commission
101 East Gaines Street, Fletcher Building
Tallahassee, Florida 32399-0850

BY: FEDERAL EXPRESS

RE: LEE COUNTY'S OBJECTION TO SAND DOLLAR PROPERTIES, INC.
APPLICATION FOR TRANSFER OF WASTEWATER CERTIFICATE
NO. 271-S IN LEE COUNTY

ORIGINAL
FILE COPY

960063-50

~~960144-50~~

Dear Ms. Bayo:

Enclosed are an original and twelve (12) copies of Lee County's Objection to Sand Dollar Properties, Inc. Application for Transfer of Wastewater Certificate No. 271-S in Lee County.

Please acknowledge receipt of the foregoing by stamping the enclosed extra copy of this letter and returning same to me. Also, please provide me with a copy of the applicant's original Petition.

Thank you for your assistance in this matter.

Cordially,

David M. Owen
Assistant County Attorney

add per
Raj 2/9

DMO:dm
Enclosures

- ACK
- AFA
- APP
- CAF
- CMU
- CTR
- EAG
- LEG
- LIN
- OPC
- RCH
- SEC

BAYO

RECEIVED & FILED
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

01487 FEB-8 96

FPSC-RECORDS/REPORTING

ORIGINAL
FILE COPY

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for Transfer of Wastewater)
Certificate No. 271-S from CAPITAL SUNBELT/)
FUND '84 LTD. to SAND DOLLAR PROPERTIES,)
INC., Providing Service to a Certain Described)
Area in Lee County, Florida)

960063-SU
~~960144-SU~~

**LEE COUNTY'S OBJECTION TO SAND DOLLAR PROPERTIES, INC.
APPLICATION FOR TRANSFER OF WASTEWATER
CERTIFICATE NO. 271-S IN LEE COUNTY.**

COMES NOW LEE COUNTY, by and through its undersigned County Attorney, and makes its formal objection to Sand Dollar Properties, Inc.'s ("Sand Dollar") Application for the transfer of Wastewater Certificate No. 271-S, for providing wastewater service to a certain described area in Lee County, and states as follows:

1. On or about January 13, 1996, Sand Dollar filed its Notice and Application for the transfer of Wastewater Certificate No. 271-S in Lee County, Florida, with the Florida Public Service Commission (FPSC).
2. On January 13, 1996, the Notice of Application publication as required by Section 367.045, Florida Statutes, and Rule 25-30.030, Florida Administrative Code, was made by Sand Dollar in the Fort Myers News Press (Exhibit "A").
3. The Lee County Board of County Commissioners is the governing body in and for unincorporated Lee County, a political subdivision of the State of Florida, and a governmental authority as defined by Chapter 367, Florida Statutes.
4. The Lee County Board of County Commissioners as the governing body and governmental authority for unincorporated Lee County pursuant to Chapter 125,

Florida Statutes, has the exclusive authority to provide water and wastewater service in those areas of unincorporated Lee County not regulated by the FPSC.

5. The Sand Dollar application for the transfer of Wastewater Certificate No. 271-S is inappropriate, as a certain entity being proposed to be served by Sand Dollar within the described territory is currently being served for bulk wastewater treatment by the Lee County Department of Utilities through the Fort Myers Beach Central Sewer System ("FMBSS").
6. The Sand Dollar application for the transfer of Wastewater Certificate No. 271-S designating certain areas to be served, is also inconsistent with the FPSC's November 6, 1989 Order No. 22153 which exempts the Pine Ridge Palms Association, Inc. of the Pine Ridge Palms RV Owners Park (Pine Ridge Palms) from FPSC jurisdiction, and recognizes Pine Ridge Palms connection to Lee County's Central Wastewater Treatment System (the FMBSS) for wastewater treatment service (Exhibit "B").
7. The Lee County Department of Utilities has certain infrastructure already in place with respect to Pine Ridge Palms wastewater treatment, to wit: a lift station for connection, and central wastewater transmission lines adjacent to the Pine Ridge Palms RV Park.
8. Historically, the County entered into a Connection Agreement with Capital Sunbelt Fund '84 Ltd. ("Capital") for the providing of bulk wastewater treatment services for several developments in lieu of an existing package treatment plant. The Connection Agreement was entered into as of June 28, 1988 (Exhibit "C").

9. Subsequent to that Agreement and prior to the actual connection of service by the County, Pine Ridge Palms was exempt from FPSC jurisdiction through FPSC Order No. 22153 of November 6, 1989.
10. Lee County was advised of the FPSC Order and the nature of the prior contractual relationship between Capital and Pine Ridge Palms by its counsel on February 14, 1990 (Exhibit "D").
11. Based upon the information provided, Lee County connected Pine Ridge Palms to the FMBSS and accepted same as a bulk treatment customer of Lee County on or about February 21, 1990, via master meter.
12. As part of its connection program, the County provided for the payment of the County's wastewater connection fees via the levy of an assessment to be paid over a fixed period of time. Such connection fees were to be paid by the developer/owner of the mobile home or RV parks, or by the individual owners of lots/units, depending on the specific ownership nature of the parks.
13. In the case of the Pine Ridge Palms RV Park, the assessments for the connection fees have been billed by Lee County, and were (are) being paid by the individual lot/unit owners. Wastewater treatment service, however, is billed directly to the Park through the Park's Association via a master meter, and not to the individual units.
14. At no time has Lee County accepted into its Utilities System, the internal collection system for the Pine Ridge Palms RV Park, nor has it ever accepted the residents of the Pine Ridge Palms RV Park as individual customers of the

Department of Lee County Utilities for purposes of billing or providing individually metered service.

For the foregoing reasons, Lee County hereby requests a Section 120.57, Florida Statutes hearing relative to Lee County's objections, and other such relief as may be deemed appropriate by the Commission.

Lee County respectfully requests that Sand Dollar's application for transfer of its Wastewater Certificate No. 271-S, as specifically objected to by Lee County, be denied.

Respectfully Submitted this th 7 day
of February, 1996

JAMES G. YAEGER
LEE COUNTY ATTORNEY
FLORIDA BAR NO. 121712

By: 

David M. Owen
Assistant County Attorney
Florida Bar No. 380547
2115 Second Street, 6th Floor
Post Office Box 398
Fort Myers, Florida 33902-0398
(941) 335-2236

EXHIBIT "A"

NEWS-PRESS
Published every morning — Daily and Sunday
Fort Myers, Florida

Affidavit of Publication

STATE OF FLORIDA
COUNTY OF LEE

Before the undersigned authority, personally appeared _____
Brenda Leighton

who on oath says that he/she is the _____
Legal Coordinator _____ of the News-Press, a

daily newspaper, published at Fort Myers, in Lee County, Florida; that the
attached copy of advertisement, being a _____
legal notice

in the matter of Application of Transfer of
Wastewater Certificate No. 271-S

in the _____ Court

was published in said newspaper in the issues of _____
January 13, 1996

Affiant further says that the said News-Press is a paper of general circulation daily in Lee, Charlotte, Collier, Glades and Hendry Counties and published at Fort Myers, in said Lee County, Florida and that said newspaper has heretofore been continuously published in said Lee County, Florida, each day, and has been entered as a second class mail matter at the post office in Fort Myers in said Lee County, Florida, for a period of one year next preceding the first publication of the attached copy of the advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Brenda Leighton

Sworn to and subscribed before me this
26th _____ day of _____

January _____, 19 96 by
Brenda Leighton

who is personally known to me or who has produced _____

as identification, and who did or did not take an oath.

Notary Public _____

Print Name _____

My Commission Expires: _____

CLASS-16



LEGAL NOTICE
Notice is hereby given on Saturday, January 13, 1996, pursuant to Section 367.043, Florida Statutes, of the application for transfer of Wastewater Certificate No. 271-S from Capital Sunbelt/Fund '84, Ltd. to Sand Dollar Properties, Inc., providing service to the following described territory in Lee County, Florida, in Township 46 South - Range 24 East - Section 6
Starting at an iron pin in the center of Pine Ridge Road making the southeast corner of the northeast 1/4 of said section; Thence North 00 degrees, 38 minutes 50 seconds East a distance of 810.42 feet along the center line of Pine Ridge Road said center line being the east boundary line of said Section 6; Thence North 89 degrees, 50 minutes, 19 seconds West a distance of 2513.52 feet; Thence North 00 degrees, 36 minutes, 02 seconds West a distance of 492.98 feet; Thence North 89 degrees, 51 minutes, 42 seconds East a distance of 2518.16 feet; Thence South 00 degrees 55 minutes, 50 seconds East a distance of 493.22 feet to the POINT OF BEGINNING.
Any objection to the said application must be made in writing within thirty (30) days from this date to the Director, Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850. A copy of said objection should be mailed to the applicant whose address is: Sand Dollar Properties, Inc., c/o Gerald T. Buhr, P.A., P.O. Box 1647, Lutz, Florida 33549-1647
Jan 13 15661

LEE COUNTY UTILITIES

JAN 16 1996

ADMINISTRATION

LEGAL NOTICE

Notice is hereby given on **Saturday, January 13, 1996**, pursuant to Section 367.043, Florida Statutes, of the application for transfer of Wastewater Certificate No. 271-S from Capital Sunbelt/Fund '84, Ltd. to Sand Dollar Properties, Inc., providing service to the following described territory in Lee County, Florida.

Township 46 South - Range 24 East

Section 6

Starting at an iron pin in the center of Pine Ridge Road marking the southeast corner of the northeast 1/4 of said section; Thence North 00 degrees, 38 minutes 50 seconds East a distance of 810.42 feet along the center line of Pine Ridge Road said center line being the east boundary line of said Section 6; Thence North 89 degrees, 50 minutes, 19 seconds West a distance of 33 feet to a point on the westerly right of way line of Pine Ridge Road to a POINT OF BEGINNING; Thence continue North 89 degrees, 50 minutes, 19 seconds West a distance of 2513.52 feet; Thence North 00 degrees, 36 minutes, 02 seconds West a distance of 492.98 feet; Thence North 89 degrees, 51 minutes, 42 seconds East a distance of 2518.16 feet; Thence South 00 degrees 55 minutes, 50 seconds East a distance of 493.22 feet to the POINT OF BEGINNING.

Any objection to the said application must be made in writing within thirty (30) days from this date to the Director, Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850. A copy of said objection should be mailed to the applicant whose address is:

Sand Dollar Properties, Inc.
C/O Gerald T. Buhr, P.A.
P.O. Box 1647
Lutz, Florida 33549-1647

EXHIBIT "B"

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Request by PINE RIDGE PALMS ASSOCIATION, INC. for exemption from FPSC regulation for a sewer system in Lee County)	DOCKET NO. 890849-SU
)	ORDER NO. 22153
)	ISSUED: 11-6-89
)	
)	

The following Commissioners participated in the disposition of this matter:

MICHAEL McK. WILSON, Chairman
THOMAS M. BEARD
BETTY EASLEY
GERALD L. GUNTER
JOHN T. HERNDON

ORDER INDICATING THE EXEMPT STATUS OF
PINE RIDGE PALMS ASSOCIATION, INC.

BY THE COMMISSION:

Pine Ridge Palms Park (Park) is a recreational vehicle owners' park in Lee County, Florida. The Park has been in existence since 1982. Pine Ridge Palms Association, Inc. (Pine Ridge) is a nonprofit association which was organized to operate, govern, administer and manage the property and affairs of the lot owners.

Currently, water service is provided to the Park by Florida Cities Water Company and wastewater service is provided by Capital Sunbelt/Fund '84, Ltd; however, Pine Ridge wishes to be designated as an exempt entity and tie its facilities into the County's wastewater system. Accordingly, by letter dated June 29, 1989, Pine Ridge requested that it be found exempt from this Commission's regulation pursuant to the nonprofit association exemption. Under Section 367.022(7), Florida Statutes, nonprofit corporations, associations or cooperatives which provide service solely to members who own and control them are exempt from our regulation. Attached to Pine Ridge's letter was an affidavit reciting the facts upon which its asserted status is based.

Upon request of the Staff of the Commission, Pine Ridge provided copies of its Articles and Amended Articles of Incorporation, its bylaws and revised bylaws and the Declaration of Covenants and Restrictions for the Park.

DOCUMENT NUMBER DATE

10874 NOV-6 1989

FPSC-RECORDS/REPORTING

ORDER NO. 22153
DOCKET NO. 890849-SU
PAGE 2

According to these documents, Pine Ridge is a nonprofit corporation which will provide wastewater service solely to members who own and control it. The documents further indicate that Pine Ridge will hook its wastewater collection system to Lee County's wastewater system and that Pine Ridge will be responsible for billing its members for wastewater service.

Based upon the facts as represented, we find that Pine Ridge is exempt from our regulation pursuant to Section 367.022(7), Florida Statutes, as a nonprofit association providing service solely to members who own and control it. However, should there be any change in circumstances or method of operation, Pine Ridge, or its successor(s) in interest, must inform this Commission within thirty days of such change, so that we may reevaluate its regulatory status.

It is, therefore,

ORDERED by the Florida Public Service Commission that, based upon the facts as represented, Pine Ridge Palms Association, Inc., 16300 Pine Ridge Road, Fort Myers, Florida, is exempt from this Commission's regulation pursuant to Section 367.022(7), Florida Statutes, as a nonprofit association providing service solely to members who own and control it. It is further

ORDERED that should there be any change in circumstances or method of operation, Pine Ridge Palms Association, Inc., or its successor(s) in interest, shall inform this Commission within thirty days of such change. It is further

ORDERED that Docket No. 890849-SU be and is hereby closed.

By ORDER of the Florida Public Service Commission
this 6th day of NOVEMBER, 1989.


STEVE TRIBBLE, Director
Division of Records and Reporting

(S E A L)

RJP

ORDER NO. 22153
DOCKET NO. 890849-SU
PAGE 3

83 P. 11. 11. 11. 11.

Y. 11. 11. 11. 11.

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.59(4), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Director, Division of Records and Reporting within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or 2) judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water or sewer utility by filing a notice of appeal with the Director, Division of Records and Reporting and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

EXHIBIT "C"

COPY

CONTRACT 880709

LETTER OF AGREEMENT
(SEWER CONNECTION)



TO: George E. Reilly, P.E.
Acting Administrative Director
Department of Lee County Utilities
2178 McGregor Boulevard
Fort Myers, Florida 33901

FROM: CAPITAL SUNBELT INVESTMENTS, INC.
The Financial Center
Second Floor, Suite 200
5015 South Florida Avenue
Lakeland, FL 33807-5318

- I. The Owners of CAPITAL SUNBELT/FUND '84, LTD., d/b/a/ FORT MYERS BEACH RV RESORT (hereinafter referred to as "CAPITAL SUNBELT/FUND '84, LTD."), hereby indicate their intent to connect to the Fort Myers Beach Sewer System within 60 days after being notified by the DEPARTMENT OF LEE COUNTY UTILITIES that capacity is available and the connection is permitted. The total connection fee shall not exceed that charged to other grant eligible customers. The user fee for the system will be the existing commercial rate in effect at the time of the actual connection. Other than this one time connection fee and the county's user fee, there will be no additional charges or fees associated with connection to the Fort Myers Beach Sewer System.
- II. The Owners of CAPITAL SUNBELT/FUND '84, LTD. hereby agree that the execution of this letter shall indicate a binding obligation upon both the Owners and the County and their respective successors and assigns for the connection of CAPITAL SUNBELT/FUND '84, LTD. to the Fort Myers Beach Sewer System within the time period as specified above in Provision I.
- III. This Agreement, including any incorporated exhibits, constitutes the entire agreement between the parties and shall supersede and replace any and all prior agreements or understandings, whether written or oral, relating to the above matter.
- IV. Upon connecting to the Regional Sewer System, the Owners shall retain all ownership rights, interest, title and equity in the wastewater treatment facility (package plant) that is to be removed from service.
- V. The Owner shall be responsible for all costs associated with the disposition of the wastewater treatment

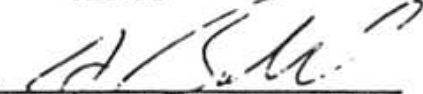
facility no longer in service; to include, but not be limited to shut-down, dismantling, removal, sale transfer or any expense associated with any loss of equity in the facility as the result of connecting to the Regional Sewer System.

- VI. Lee County shall not be financially liable to Owners for any future compensation for any reason from U.S. E.P.A. Grant Funding, once the Owners have connected to the Regional Sewer System.
- VII. Lee County agrees the Owner shall retain its exclusive sewer franchise granted by the Florida Public Service Commission. The County agrees to honor this franchise and to not solicit or accept any of the Owner's sewer customers as direct sewer customers of the County without the written consent of the Owner.
- VIII. This connection agreement shall become effective upon the signing of this Letter of Agreement by the Owners or the appropriate representatives of CAPITAL SUNBELT/FUND '84, LTD., and its signing and filing with the Clerk of the Court. This letter shall then constitute a binding agreement between the aforementioned parties until such time as the connection is completed by the Owner.

DEPARTMENT OF LEE COUNTY
UTILITIES

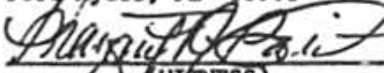
CAPITAL SUNBELT/FUND '84, LTD.
d/b/a PORT MYERS BEACH RV
RESORT

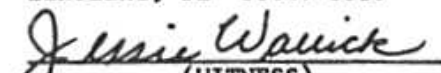

(AUTHORIZED REPRESENTATIVE)


(AUTHORIZED REPRESENTATIVE)

c/o George E. Reilly, P.E.
Acting Administrative Director
2178 McGregor Boulevard
Fort Myers, FL 33901

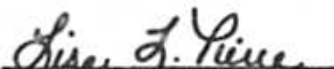
The Financial Center
Second Floor, Suite 200
5015 South Florida Avenue
Lakeland, FL 33807-5318


(WITNESS)


(WITNESS)
June 6, 1988
(DATE)

ATTEST: CHARLIE GREEN,
CLERK OF THE COURT

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY

By: 
(WITNESS)


Vice-CHAIRMAN

6-28-88
(DATE)

APPROVED AS TO FORM


OFFICE OF COUNTY ATTORNEY

EXHIBIT "D"

PAVESE, GARNER, HAVERFIELD, DALTON, HARRISON & JENSEN

ATTORNEYS AND COUNSELORS AT LAW

4635 SOUTH DEL PRADO BOULEVARD
POST OFFICE BOX 88
CAPE CORAL, FLORIDA 33910
(813) 542-3148
FAX (813) 542-6953

1833 HENDRY STREET
POST OFFICE DRAWER 1507
FORT MYERS, FLORIDA 33902
(813) 334-2195
FAX (813) 332-2243

420 LEE BOULEVARD
POST OFFICE BOX 1217
LEHIGH ACRES, FLORIDA 33970
(813) 369-5871
FAX (813) 369-7008

FRANK A. PAVESE, SR.
(813) 336-6228

PLEASE REPLY TO:
FORT MYERS OFFICE

February 14, 1990

Dave Owens, County Attorney
Lee County Courthouse
Post Office Box 399
Fort Myers, FL 33902

RE: Pine Ridge Palms Association, Inc.
(formerly known as F.M.B. Kampground Association, Inc.)
Connection to FMB Sewer System

Dear Dave:

First I would like to take this opportunity to thank you for meeting with me concerning the above-referenced matter.

Please find enclosed copies of the following instruments, to-wit:

1. Order indicating exempt status of Pine Ridge Palms Association, Inc. signed by the Public Service Commission on the 6th day of November, 1989, which document is self-explanatory;
2. Agreement between Harry D. Cutcher (Cutcher), FMBC Utilities, Inc. (FMBCU), FM Beach Campgrounds (FMBC), FMB Kampground Association, Inc. (FMBKA) and Capital Sunbelt Fund/84 Ltd. (Capital) which was signed by all the parties on December 15, 1986. This Agreement among other matters covered the sewer disposal of all parties and the anticipation in the future of Lee County taking over sewer responsibilities from the parting signing this Agreement.

I would like to point out to you in the said Agreement, Paragraph 11 which pertains to sewer use on the Lee County system. More particularly I would like to point out to you Paragraphs 11 (d) and 11(e), which I am going to reiterate as follows:

Dave Owens, County Attorney
February 14, 1990
Page 2

"(d) At such time as Lee County shall make wastewater treatment available for use by Capital for the benefit of Fort Myers Beach RV Resort, Love's Ice Cream Shop, Coastal Estates Mobile Home park and FMBKA, Inc. and shall make such use mandatory, Capital may propose intended use or uses of the utility area to FMBKA, approval of such use to not unreasonably be withheld. If Capital's intended use is endorsed by FMBKA, Capital shall cause the sewer plant and all associated equipment to be dismantled and removed from the utility area and shall further cause the wastewater retention pond to be filled in and graded to ground level within 120 days after approval by FMBKA.

(e) If Ft. Myers Beach RV Resort is unable to utilize the utility property because of objections by FMBKA, then FMBKA must purchase the utility area at a fair market price, if asked to do so by Capital."

You can readily see that there is nothing in 11(d) or 11(e) that requires or even makes any mention that the FMBKA, now known as Pine Ridge Palms Association, Inc., has anything to do with Capital Sunbelt as to future sewer use after the County makes wastewater treatment available to the park. As to the present site where the sewer plant is located on FMBKA's property, it specifically sets out that if Capital wants to use it for some other use which use FMBKA objects, then FMBKA must purchase the utility area at a fair market price if asked to do so by Capital, thereby settling all of their problems as to the former site.

There is nothing in this Agreement that would require Pine Ridge Palm Association, Inc. to continue any sewer relationship with Capital Sunbelt.

Also would like to point out to you that Capital Sunbelt, whom I understand owns the RV park, have their own water service from Florida Cities Water Co. which is separate from Pine Ridge Palms who also obtain their water service from Florida Cities Water Company, and each pays their own water fees directly to Florida Cities Water Company.

I would also like to point out to you that Palm Ridge Palms Association, Inc. provided to the County easements for the lift station and any necessary connections to said easement at no cost to the County with the understanding that we would be connecting directly to County sewer service.

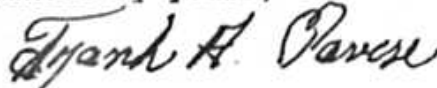
Dave Owens, County Attorney
February 14, 1990
Page 3

After reading all of the documents I have enclosed to you, you can come to no other legal conclusion but that Pine Ridge Palms Association, Inc. has no obligation to do business with Capital Sunbelt in order to connect to the Lee County Sewer System.

If you have any questions or wish to discuss this matter further, please do not hesitate to contact my office at your convenience.

Thank you for your cooperation. With kindest regards, I am,

Sincerely yours,



FRANK A. PAVESE, SR.

FAP:1km
F#-430572/KAI

cc: Bill Miller, President

AGREEMENT BETWEEN HARRY D. CUTCHER, ("CUTCHER"),
FMBC UTILITIES, INC., ("FMBCU"),
FM BEACH CAMPGROUND, ("FMBC"), INC.
FMB KAMPGROUND ASSOCIATION, INC. ("FMBKA"),
AND CAPITAL SUNBELT/FUND '84, LTD. ("CAPITAL")

1. No party is admitting to any allegations by any other party.
2. Capital and Cutcher will use their best efforts to expeditiously obtain refinancing for the Ft. Myers Beach RV Resort property, at C&S National Bank or such other lending institution that will do so, on terms and conditions acceptable to all parties concerned.
3. Case No. 85-6584-CA-RTS presently pending in the Circuit Court of Lee County, Florida, will be dismissed, with prejudice, both as to the claims asserted by Harry Cutcher, F.M.B.C. Utilities, Inc., and F.M. Beach Campground, Inc., and the counter-claim filed therein by Capital Sunbelt/Fund '84, Ltd. and each party does hereby release all other parties from any and all claims and demands which were made by any party in said suit and no party will bring suit in the future for any events or failures to perform up through this date.
4. Upon refinance of the property, Cutcher's mortgage loan would be satisfied by the payment of the principal balance in the amount of \$485,799.96, less \$50,000.00, less the amount of escrow funds received by Cutcher (per the next paragraph), plus interest at the note rate from October 7, 1985, through to and including the date of payoff, less any mortgage loan payments under Paragraph 6 below.
5. Upon agreement to these conditions and upon obtaining the necessary court order modifying the present order and releasing the court-ordered escrow payments, one half of the escrow balance will be distributed to Cutcher and one half will be distributed to Capital. Both parties will cooperate in entering this new court order stipulating the distribution of escrow funds and further stipulating that no further payments are required pursuant to the order.
6. If the refinance of the property is not accomplished prior to February 7, 1987, then on such date Capital will resume \$5,000.00 per month payments directly to Cutcher against Cutcher's mortgage loan.
7. Each side will pay its own attorneys' fees.
8. Capital will reimburse Cutcher the \$500.00 paid Naples Federal Savings & Loan in connection with an application to refinance the property.
9. Capital will reimburse Cutcher \$500.00 for sod purchased in connection with drainage and grading work around the wastewater treatment plant.

AGREEMENT - PAGE 2

10. Capital will reimburse Cutcher for the cost of the plants used in relandscaping around the wastewater treatment plant, in the amount of \$1,500.

11. It is agreed that F.M.B. Kampground Association, Inc., shall furnish Capital Sunbelt with a deed granting an easement for ingress and egress from the RV Park, owned by Capital, over Stardust Drive to the existing wastewater treatment plant and sewer lift station subject to the following conditions:

(a) The utility area (the area in which the wastewater treatment plant and trash compactor are located) and the sewer lift station shall be maintained in a neat and clean manner, and free from excessively offensive odors.

(b) The aforesaid utility area shall be used for the purposes of wastewater treatment, trash disposal and for other business and recreational purposes not inconsistent with the goals and intent of F.M.Kampground Association, Inc., but only to the extent allowed by Lee County Zoning ordinances.

(c) FMBKA shall have the right to utilize, by one person or persons trained and authorized by Ft. Myers Beach RV Resort personnel, the trash compactor to dispose of their authorized trash and garbage which is generated within the Association's park and shall pay Capital only such additional hauling and disposal charges as are incurred by Capital by reason thereof, based on an equitable formula. For calendar 1987, such amount shall be \$ 4076 per month. Prior to the commencement of each new year, FMBKA and Capital shall agree upon the amount to be paid during the new year. *per charges total*
RLM

(d) At such time as Lee County shall make wastewater treatment available for use by Capital for the benefit of Fort Myers Beach RV Resort, Love's Ice Cream Shop, Coastal Estates Mobile Home Park and FMBKA, Inc. and shall make such use mandatory, Capital may propose intended use or uses of the utility area to FMBKA, approval of such use to not unreasonably be withheld. If Capital's intended use is endorsed by FMBKA, Capital shall cause the sewer plant and all associated equipment to be dismantled and removed from the utility area and shall further cause the wastewater retention pond to be filled in and graded to ground level within 120 days after approval by FMBKA.

(e) If Ft. Myers Beach RV Resort is unable to utilize the utility property because of objections by FMBKA, then FMBKA must purchase the utility area at a fair market price, if asked to do so by Capital.

12. Cutcher and Capital will jointly arrange a meeting with FMBKA's Board of Directors to establish an amicable basis by which FMBKA's park and Capital's park can coexist in the future.

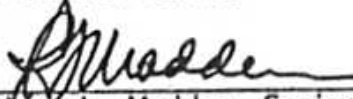
466-7690

AGREEMENT - PAGE 3

13. With regard to the existing gate which has been installed between the two parks, it is agreed that the parties hereto will make an amicable arrangement whereby (other than utilization of the easement for the purpose of servicing, maintaining and operating the facilities and equipment located within the utility area) pedestrian traffic only shall be allowed to pass through said gate. However; if necessary in the future, either party may close off the gate (other than utilization of the easement) or both parties may agree to expanded use of the gate.

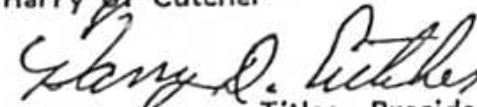
CAPITAL SUNBELT/FUND '84, LTD. by
Capital Sunbelt Investments, Inc.,
its General Partner

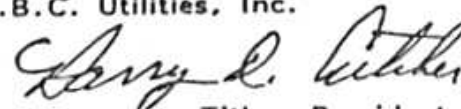
Date: 12-15-86

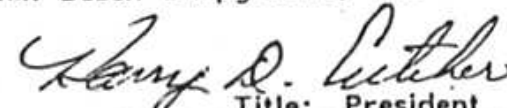
By: 
Robert L. Madden, Senior Vice President

Date: Dec. 11, 1986


Harry D. Cutcher


Title: President
F.M.B.C. Utilities, Inc.


Title: President
F.M. Beach Campground, Inc.


Title: President
FM Kampground Association, Inc.