

LAW OFFICES  
**ROSE, SUNDSTROM & BENTLEY, LLP**

2548 BLAIRSTONE PINES DRIVE  
TALLAHASSEE, FLORIDA 32301

FREDERICK L. ASCHAUER, JR.  
CHRIS H. BENTLEY, P.A.  
ROBERT C. BRANNAN  
DAVID F. CHESTER  
F. MARSHALL DETERDING  
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DIANE D. TREMOR, P.A.  
JOHN L. WHARTON

ROBERT M. C. ROSE, *Of Counsel*  
WAYNE L. SCHEFFELBERG, *Of Counsel*

(850) 877-6555

Fax (850) 656-4029

www.rsbattorneys.com

CENTRAL FLORIDA OFFICE

SANLANDO CENTER

2180 W. STATE ROAD 434, SUITE 2118

LONGWOOD, FLORIDA 32779

(407) 830-6331

FAX (407) 830-8522

REPLY TO CENTRAL FLORIDA OFFICE

MARTIN S. FRIEDMAN, P.A.

VALERIE L. LORD

BRIAN J. STREET

February 13, 2006

VIA: E-FILE

Ms. Blanca Bayo  
Commission Clerk and Administrative Services Director  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399

Re: Docket No. 050902-WS; Application of Gold Coast Utility Corp. for Authority to  
Transfer Assets and Certificate Nos. 590-W and 508-S of Lake Haven Utility  
Associates, Ltd, d/b/a Lake Wales Utility Company in Polk County  
Our File No.: 40057.03

Dear Ms. Bayo:

In response to a recent telephone conference with members of the Staff, Gold Coast  
Utility Corp. submits the following information:

1. Enclosed are original water and wastewater tariff sheets submitted to reflect miscellaneous service charges, including a \$5.00 late fee, service availability charges, and the service availability policy that the Developer builds the onsite collection and distribution systems and contributes those to the Utility. While the service availability charges were granted to the predecessor of Gold Utility Corp., prior to the Florida Public Service Commission obtaining jurisdiction over water and wastewater utilities in Polk County, the service availability charges failed to be included in the original Commission Order and thus, the original tariff. A copy of the Polk County Order setting forth the service availability charges is in the Commission's original certificate docket for the predecessor utility, and apparently neither the Utility, nor the Staff discovered this omission until this transfer proceeding.

Ms. Blanca Bayo, Commission Clerk  
February 13, 2006  
Page 2

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2. Enclosed is a copy of a price sheet from National Waterworks setting forth the cost of the water meter, check valve and meter box to which sales tax will be added. In addition, there are miscellaneous fittings estimated at \$10.00 with labor estimated at \$50.00. Thus, we are proposing a new meter installation fee of \$170.00.
3. Enclosed is a copy of the Lease for the effluent disposal irrigation site along with the Consent of the lessor to the assignment to Gold Coast Utility Corp.
4. Water account number 345 and wastewater account number 395, power operated equipment, consists of two John Deere tractors, a riding lawn mower, two John Deere "Gators," and other smaller equipment.
5. The legal description is attached and designated "Schedule A" on which I have identified the purposes of the respective parcels of real estate.

Very truly yours,



MARTIN S. FRIEDMAN  
For the Firm

MSF/tlc  
Enclosures

cc: Ms. Patti Daniel (w/enclosures)  
Mr. Keith Burge (w/o enclosures)

M:\1 ALTAMONTE\GOLD COAST UTILITY CORP\03) Transfer Docket\PSC Clerk 07.ltr.wpd

Rose, Sundstrom & Bentley, LLP

SANLANDO CENTER, 2180 W. STATE ROAD 434, SUITE 2118, LONGWOOD, FLORIDA 32779

MISCELLANEOUS SERVICE CHARGES

The Company may charge the following miscellaneous service charges in accordance with the terms stated herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company requires multiple actions.

INITIAL CONNECTION - This charge may be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION - This charge may be levied for transfer of service to a new Customer account at a previously served location or reconnection of service subsequent to a Customer requested disconnection.

VIOLATION RECONNECTION - This charge may be levied prior to reconnection of an existing Customer after disconnection of service for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION) - This charge may be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the Customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

LATE PAYMENT - This charge would be levied when a customer's billing account is not paid within 30 days, and is therefore, delinquent.

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ <u>15.00</u>
Normal Reconnection Fee	\$ <u>15.00</u>
Violation Reconnection Fee	\$ <u>15.00</u>
Premises Visit Fee (in lieu of disconnection)	\$ <u>10.00</u>
Late Payment	\$ <u>5.00</u>

EFFECTIVE DATE - \_\_\_\_\_

TYPE OF FILING - Transfer

Keith Burge  
ISSUING OFFICER

Secretary/Treasurer  
TITLE

SERVICE AVAILABILITY FEES AND CHARGES

<u>Description</u>	<u>Refer to Service Availability Policy</u>
<u>Back-Flow Preventor Installation Fee</u>	<u>Amount</u> <u>Sheet No./Rule No.</u>
5/8" x 3/4" .....	\$
1" .....	\$
1 1/2" .....	\$
2" .....	\$
Over 2" .....	\$ <sup>1</sup>
<u>Customer Connection (Tap-in) Charge</u>	
5/8" x 3/4" metered service .....	\$
1" metered service .....	\$
1 1/2" metered service .....	\$
2" metered service .....	\$
Over 2" metered service .....	\$ <sup>1</sup>
<u>Guaranteed Revenue Charge</u>	
<u>With Prepayment of Service Availability Charges:</u>	
Residential-per ERC/month ( __ GPD) .....	\$
All others-per gallon/month .....	\$
<u>Without Prepayment of Service Availability Charges:</u>	
Residential-per ERC/month ( __ GPD) .....	\$
All others-per gallon/month .....	\$
<u>Inspection Fee</u> .....	\$ <sup>1</sup>
<u>Main Extension Charge</u>	
Residential-per ERC ( __ GPD) .....	\$
All others-per gallon .....	\$
or	
Residential-per lot ( __ foot frontage) .....	\$
All others-per front foot .....	\$
<u>Meter Installation Fee</u>	
5/8" x 3/4" .....	\$ 170.00
1" .....	\$ Actual Cost
1 1/2" .....	\$ Actual Cost
2" .....	\$ Actual Cost
Over 2" .....	\$ <sup>1</sup> Actual Cost
<u>Plant Review Charge</u> .....	\$ <sup>1</sup> Actual Cost
<u>Plant Capacity Charge</u>	
Residential-per ERC ( __ GPD) .....	\$
All others-per gallon .....	\$
<u>System Capacity Charge</u>	
Residential-per ERC (350 GPD) .....	\$ 400.00
All others-per gallon .....	\$

<sup>1</sup>Actual Cost is equal to the total cost incurred for services rendered.

\* Includes Wastewater System Capacity Charge.

EFFECTIVE DATE - \_\_\_\_\_

TYPE OF FILING -                      Transfer

Keith Burge  
ISSUING OFFICER  
Secretary/Treasurer  
TITLE

SERVICE AVAILABILITY POLICY

Developer shall construct and contribute to the Company all on-site water distribution systems required to serve the Developer's property, and those off-site water distribution systems to connect to the Company's existing water distribution system. If the off-site systems can serve areas other than Developer, Company may require that they be oversized to enable service to be provided to other territory, in which case, for a period of seven years, so much of the cost that exceeds the hydraulic share of Developer will be refunded as others connect to the oversized systems.

Keith Burge  
ISSUING OFFICER

Secretary/Treasurer  
TITLE

MISCELLANEOUS SERVICE CHARGES

The Company may charge the following miscellaneous service charges in accordance with the terms stated herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company requires multiple actions.

INITIAL CONNECTION - This charge may be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION - This charge may be levied for transfer of service to a new Customer account at a previously served location or reconnection of service subsequent to a Customer requested disconnection.

VIOLATION RECONNECTION - This charge may be levied prior to reconnection of an existing Customer after disconnection of service for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION) - This charge may be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the Customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

LATE PAYMENT - This charge would be levied when a customer's billing account is not paid within 30 days, and is therefore delinquent.

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ 15.00
Normal Reconnection Fee	\$ 15.00
Violation Reconnection Fee	\$ Actual Cost (1)
Premises Visit Fee (in lieu of disconnection)	\$ 10.00
Late Payment	\$ 5.00

(1) Actual Cost is equal to the total cost incurred for services.

EFFECTIVE DATE \_\_\_\_\_

TYPE OF FILING - Transfer

Keith Burge  
ISSUING OFFICER

Secretary/Treasurer  
TITLE

SERVICE AVAILABILITY FEES AND CHARGES

REFER TO SERVICE AVAILABILITY POLICY  
DESCRIPTION AMOUNT SHEET NO./RULE NO.

<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" .....	metered service	\$
1" metered service .....	metered service	\$
1 1/2" metered service .....	metered service	\$
2" metered service .....	metered service	\$
Over 2" metered service .....	metered service	\$
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month ( ) GPD .....		\$
All others-per gallon/month .....		\$
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month ( ) GPD .....		\$
All others-per gallon/month .....		\$
<u>Inspection Fee</u> .....		Actual Cost [1]
<u>Main Extension Charge</u>		
Residential-per ERC ( ) GPD) .....		\$
All others-per gallon .....		\$
or		
Residential-per lot ( ) foot frontage) .....		\$
All others-per front foot .....		\$
<u>Plan Review Charge</u> .....		Actual Cost [1]
<u>Plant Capacity Charge</u>		
Residential-per ERC (280 GPD) .....		\$ 600.00
All others-per gallon .....		\$
<u>System Capacity Charge</u>		
Residential-per ERC (280 GPD) .....		\$
All others-per gallon .....		\$

[1] Actual Cost is equal to the total cost incurred for services rendered.

EFFECTIVE DATE -

TYPE OF FILING - Transfer

Keith Burge  
ISSUING OFFICER

Secretary/Treasurer  
TITLE

SERVICE AVAILABILITY POLICY

Developer shall construct and contribute to the Company all on-site wastewater collection systems required to serve the Developer's property, and those off-site wastewater collection systems to connect to the Company's existing wastewater collection system. If the off-site systems can serve areas other than Developer, Company may require that they be oversized to enable service to be provided to other territory, in which case, for a period of seven years, so much of the cost that exceeds the hydraulic share of Developer will be refunded as others connect to the oversized systems.

Keith Burge  
ISSUING OFFICER

Secretary/Treasurer  
TITLE



# National Waterworks

7374 Commercial Circle  
Ft. Pierce, FL 34951

Phone: 772-466-5955  
Toll Free: 866-225-8485  
Fax: 772-466-5954

Date 2/1/01

[www.nationalwaterworks.com](http://www.nationalwaterworks.com)

To: Keith Re: \_\_\_\_\_  
Fax: 334-6357 No. of Pages \_\_\_\_\_  
Phone: \_\_\_\_\_

Urgent  Review  Reply by Fax  Please reply by phone

Key Information:

*Piers!*

*580 Sq meters = \$38.00/ea*

*Dual Check HHSJ1-323 = \$34.00/ea*

*Single Plastic Meter Box = \$36.28/ea*

Sincerely,

*Pat Jones*

"Local Service Nationwide"

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JAN-05-99 10E 11:20 AM LAKE+HLEST+U... 071 000 000

**L E A S E**

THIS AGREEMENT OF LEASE, entered into the 1st day of July, 1993, by and between LAKE HAVEN ACRES ASSOCIATES, LTD., a Florida Limited Partnership and LAKE HAVEN UTILITY CO. LTD., a Florida Limited Partnership.

**W I T N E S S E T H:**

In consideration of the covenants herein contained on the part of Lessor and Lessee, Lessor hereby leases the real property in Polk County, Florida described on Exhibit "A" attached hereto (the "Property"), for a initial term of ninety nine (99) years beginning as of July 1, 1993 and ending June 30, 2092.

1. RENT. In consideration of the leasing of the aforesaid premises, Lessee does hereby covenant and agree with Lessor to pay a total annual rental of Eighteen Thousand Dollars (\$18,000.00) as follows:

Lessee shall pay monthly installments of One Thousand Five Hundred Dollars (\$1,500.00) on the first of each and every month during the term of this lease with the first such payment being due on July 1, 1993. In addition, Tenant shall pay all applicable State sales tax. All sums due hereunder shall be paid in lawful currency of the United States of America. Beginning in

Five (5) year increments starting July 1, 1998 the rent shall be adjusted according to the Consumer Price Index. This adjustment shall be done once every five (5) years.

2. TAX ESCROW. In addition to the rent, Lessee shall also pay the ad valorem real property taxes.

3. USE. Lessee may use the property solely for the purpose of spray field in conjunction with Lake Wales Utility. Lessee agrees not to utilize the demised premises in any manner which could or might be deemed detrimental to the premises or the comfort and peace of the inhabitants of the vicinity of the demised premises.

4. COMPLIANCE WITH LAWS, ETC. Lessee shall utilize and occupy the property in accordance with and subject to the statutes rules, regulations and ordinances of any and all municipal or other governmental authorities having jurisdiction over the use of the property.

5. INDEMNITY. Lessee shall hold lessor harmless from any and all liens or charges resulting from the claims of mechanics, materialmen and others which claims arise due to Lessee's presence upon the property, and Lessor and Lessee agree and understand that this Lease shall be regarded as notice to all prospective lienors

Page 3

that Lessor is not responsible for any such liens or claims. Lessee shall hold Lessor harmless from any and all claims for the injury of persons or property arising out of the use and occupation of the property by Lessee. Further provided that Lessee at Lessee's expense shall carry public liability insurance in the amount of \$1,000,000.00 per person and \$1,000,000.00 per accident with an insurance company acceptable to Lessor and Lessee shall deliver copies of insurance policies indicating same to Lessor.

6. NO ASSIGNMENT. Lessee's rights under this Lease may not be assigned, sublet or transferred without the express prior written consent of Lessor.

7. COSTS AND FEES. If the services of an attorney are required by Lessor or Lessee to enforce the provisions of this Lease, the prevailing party shall be paid by the other party any and all costs incurred, including but not limited to reasonable attorney's fees, and court costs.

8. NET LEASE. It is the understanding and agreement of the parties hereto that this is a clear "Net" lease obligations, the Lessee to bear all expenses and make all payments consistent with the principal of the "Net" Lease; and the Lessee hereby assumes and agrees to perform all duties and obligations with relation to the demised premises, the improvements thereon, and the

Page 4

appurtenances thereto, and the use, operation and maintenance thereof, even though such duties and obligations would otherwise be construed to be those of the Lessor. Without in any way limiting the foregoing, all real estate taxes and assessments will be paid by Lessee during the term of this Lease. In addition, all charges for insurance and any other charges incurred in connection with the use, rental or maintenance of the property shall be borne by Lessee.

9. IMPROVEMENTS. Lessee is hereby granted the right to improve the property but all such improvements shall become the property of Lessor upon the expiration or termination of this Lease. Lessor shall have the right to approve any improvements made to the property.

10. NOTICE. When Notice is desired or required to be given by one party to the other, it shall be deemed when either personally delivered and receipted for, or when sent via Certified Mail, Return Receipt Requested, containing sufficient postage prepaid to carry same to it's addressed destination, and addressed as follows:

TO LESSOR:

Mr. Mark R. Rubin

P. O. Box 402279

Miami Beach, Florida 33140

TO LESSEE:

Mr. David K. Pearce  
Lake Wales Utility Co.  
P. O. Box 9076  
Fedhavan, Florida 33854

11. SUBORDINATION TO MORTGAGEE. Lessee agrees that this Lease shall be subject and subordinate to any mortgage or deed of trust now on the demised premises, or which may hereafter be made on account of any proposed loan to be placed on said demised premises by the lessor to the full extent of all debts and charges secured thereby; and to any renewals and extensions of all or any part thereof which said Lessor may hereafter at any time elect to place on said demised premises, and said Lessee agrees upon request to hereafter execute any paper or papers which counsel for the Lessor may deem necessary to accomplish that end, and in default of the Lessee's so doing, that the Lessor is hereby empowered to execute such paper or papers in the name of the Lessee and as the act and deed of said Lessee and this authority is declared to be coupled with an interest and not revocable. No estate for years is created by this Lease.

12. TIME IS OF THE ESSENCE. It is understood and agreed between the parties hereto that time is of the essence of all the terms and conditions of this lease.

13. CONDEMNATION. In the event any portion of the premises is taken by condemnation or eminent domain proceedings, the monthly rental herein specified shall be ratably reduced according to the area of the leased premises which is taken, and Lessee shall be entitled to no other consideration by reason of such taking, and any damages suffered by Lessee on account of the taking of any portion of said premises and any damage to any structures erected on said premises, respectively, that shall be awarded to Lessee in such proceedings shall be paid to and received by Lessor and Lessee shall have no right therein or thereto, or to any part thereof, and Lessee does hereby relinquish and assign to Lessor all of Lessee's rights and equities in and to any such damages. Provided, however, that in the event that 20% or more of the subject premises are taken by condemnation or eminent domain within 90 days after said taking, at the option of Lessor, this lease may be terminated, and in such event, Lessee shall be entitled to no damages or any consideration by reason of such taking, except the cancellation and termination of this lease as of the date of said taking.

14. BEVERABILITY. It is agreed that the invalidity or unenforceability, in whole or in part, or any paragraph or provision of this lease shall not affect the validity or enforceability of any one or more of the other paragraphs or provisions; and that the parties hereto will execute any further instruments or perform any acts which are or may be necessary to

effectuate all and each of the terms and provisions of this Lease.

15. GOVERNING LAW. This Lease shall be interpreted and construed in accordance with the laws of the State of Florida, both substantive and remedial.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the day first written above.

WITNESSES:

*Elaine M. ...*  
*Lee ...*

*Elaine M. ...*  
*Lee ...*

LESSOR

BY:

*[Signature]*

LESSEE

BY:

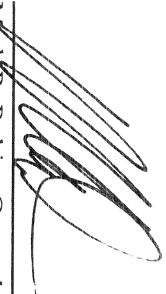
*[Signature]*



Prepared By:  
Martin S. Friedman, Esquire  
Rose, Sundstrom & Bentley, LLP  
2180 W. State Road 434, Suite 2118  
Longwood, FL 32779

**CONSENT TO ASSIGNMENT OF LEASE**

KNOW ALL MEN BY THESE PRESENTS, that LAKE HAVEN ACRES ASSOCIATES, LTD. as Lessor of certain property located in Polk County, Florida, pursuant to that Lease dated July 1, 1993 between LAKE HAVEN ACRES ASSOCIATES, LTD. and LAKE HAVEN UTILITY CO., LTD., hereby consents to the Assignment of LAKE HAVEN UTILITY CO., LTD.'S rights under the Lease to GOLD COAST UTILITY CORP.

By:   
Mark R. Rubin, General Partner

# First American Title Insurance Company

## Schedule A

Agent File No.:

*Vacant*  
*(future wall site?)*  
Beginning at a concrete monument set on the South line of a roadway 80.00 feet wide, said concrete monument being 3430.54 feet North and 2700.00 feet East of the Southwest corner of Section 21, Township 30 South, Range 29 East, and run South 880.54 feet; thence West 70.39 feet to a point on the Northerly line of a roadway 60 feet wide; thence Northwesterly along said Northerly line on a curve concave to the Southwest, having a radius of 315.00 feet, a central angle of 08°33'31" and a chord bearing North 39°02'04" West, an arc distance of 47.05 feet; thence North 163.49 feet; thence East 60.00 feet; thence North 670.58 feet to a point on the South line of a roadway 80 feet wide; thence Northeasterly along said South line on a curve concave to the Northwest, having radius of 2040.00 feet, a central angle of 01°09'28" and chord bearing North 76°00'57" East, an arc of 41.22 feet to the POINT OF BEGINNING;

AND:

*WTP*  
Beginning at a concrete monument on the North line of a roadway 80.00 feet wide, said concrete monument being 3513.31 feet North and 2700.00 feet East of the Southwest corner of Section 21, Township 30 South, Range 29 East, and run North 1236.69 feet; thence West 100.00 feet; thence South 200.00 feet; thence East 60.00 feet; thence South 501.74 feet; thence West 230.00 feet; thence South 33°01'26" West 238.54 feet; thence South 400.00 feet to a point on the North line of a roadway 80 feet wide; thence Northeasterly along said North line on a curve concave to the Northwest, having a radius of 1960.00 feet, a central angle of 11°52'05" and a chord bearing North 80°45'46" East, and arc distance of 405.99 feet to the POINT OF BEGINNING.

AND:

*Access*  
*CaseMENT*  
A Right-of-Way 15 feet wide, through Section 21, Township 30 South, Range 29 East, Polk County, Florida, said Right-of-Way being 5 feet to the right (South) of and 10 feet to the left (North) of the centerline described as: Begin for the same at a point North 3455.17 feet, and East 2700.00 feet from the Southwest corner of Section 21, thence Easterly along a curve concave to the North having a radius of 2035.00 feet, a central angle of 11°26'02" and a chord bearing and distance of North 69°41'01" East 405.43 feet, an arc distance of 406.10 feet to the end of said curve, thence North 63°58'00" East, 598.00 feet; thence North 86°28'00" East 78.39 feet; thence North 63°58'00" East 117.59 feet; thence Easterly along a curve concave to the North having a radius of 865.00 feet, a central angle of 07°44'00" and a chord bearing and distance of North 60°06'00" East 116.66 feet, and arc distance of 116.75 feet to the end of said curve, thence North 56°14'00" East 146.67 feet, thence North 78°44'00" East 20.00 feet; thence South 89°32'00" East 1293.00 feet more or less to the East line of said Section 21;

AND:

Part of Sections 15 and 22, Township 30 South, Range 29 East, described as:

*WTP*  
Begin at the Northeast corner of Section 22 and run thence along the North line of said Section 22 North 89°32'34" West, 453.79 feet; thence South 45°49'30" West 944.89 feet; thence North

# First American Title Insurance Company

44°10'30" West 127.28 feet; thence North 00°49'30" East 102.84 feet; thence North 45°49'30" East 700.22 feet; thence South 44°10'30" East 100.00 feet; thence South 45°49'30" East 213.01 feet; thence South 89°32'34" East 494.89 feet, more or less, to the East line of Section 15; thence South along the East line of said Section 15, 100.00 feet, more or less, to the POINT OF BEGINNING.

AND:

A Right-of-Way 15.00 feet wide through Section 22, Township 30 South, Range 29 East Polk County, Florida, said Right-of-Way being 5.00 feet to the left (South) of and 10.00 feet to the right (North) of the centerline described as: Begin for the same at a point located 1,215.26 feet West of the Northeast corner of Section 22, measured along the North line of Section 22, and 528.95 feet South of said North line of Section 22, measured along a line perpendicular to said North line of Section 22, said POINT OF BEGINNING also South 66°56'43" West 1325.38 feet from said Northeast corner of Section 22; thence North 89°32'00" West 450.16 feet; thence South 45°28'00" West 1021.84 feet; thence North 89°32'00" West, parallel to and 1,250.00 feet South of the North line Section 22, a distance of 2,899.00 feet more or less to the West line Section 22.

AND:

A Right-of-Way 15 feet wide through Section 22, Township 30 South, Range 39 East, Polk County, Florida, said Right-of-Way being 7.50 feet on either side of the centerline hereinafter described: Begin at a point on the North 89°32'00" West 2,899 foot line described above, 254.00 feet from the beginning thereof; thence South 00°28'00" West 642.00 feet; thence South 46°53'00" West 125 feet more or less.

*Access  
Easement*

*Access  
Easement*