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October 12, 2010

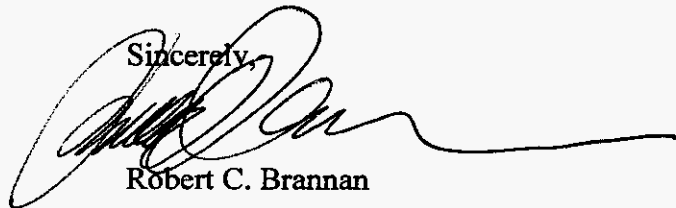
Ann Cole, Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

RE: Docket No. 100388-WS – Application for transfer of water and wastewater facilities to Florida Governmental Utility Authority, and cancellation of Certificate Nos. 353-W and 247-S, by North Fort Myers Utility, Inc., in Lee County

Ms. Ann Cole, Commission Clerk:

Enclosed please find the following documents in response to a letter dated October 5, 2010 from Patti Daniel, Public Utilities Supervisor: (1) Agreement for Purchase and Sale of Water and Wastewater Assets by and between North Fort Myers Utility, Inc., and the Florida Governmental Utility Authority; and (2) a letter to Ms. Daniel providing additional information requested by the Commission Staff.

If you have any questions, or need additional information, please do not hesitate to contact me.

Sincerely,

Robert C. Brannan
For the Firm

Cc: A.A. Reeves
Joel Schenkman

DOCUMENT NUMBER: DATE
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October 12, 2010

Patti Daniel
Public Utilities Supervisor
Bureau of Certification, economics, and Tariffs
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

RE: Docket No. 100388-WS – Application for transfer of water and wastewater facilities to Florida Governmental Utility Authority, and cancellation of Certificate Nos. 353-W and 247-S, by North Fort Myers Utility, Inc., in Lee County

Dear Ms. Daniel:

North Fort Myers Utility, Inc., provides the following information in response to your letter of October 5, 2010:

Transfer Date. The closing date and the transfer date wherein the FGUA took official action to acquire the utility was July 29, 2010.

Additional Clarifying Information. The reference to Aloha on page for of the application was a scrivener's error. The reference should have been to North Fort Myers Utility, Inc.

If you have any questions, or need additional information, please do not hesitate to contact me.

Sincerely,



Robert C. Brannan
For the Firm

Cc: Joel Schenkman

2548 BLAIRSTONE PINES DRIVE, TALLAHASSEE, FLORIDA 32301 (850) 877-6555 FAX (850) 656-4029
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STATE OF FLORIDA



MARSHALL WILLIS, DIRECTOR
DIVISION OF ECONOMIC REGULATION
(850) 413-6900

Public Service Commission

October 5, 2010

Robert C. Brannan, Esquire
Rose, Sundstrom & Bentley, LLP
2548 Blairstone Pines Drive
Tallahassee, FL 32301

Re: Docket No. 100388-WS - Application for transfer of water and wastewater facilities to Florida Government Utility Authority, and cancellation of Certificate Nos. 353-W and 247-S, by North Fort Myers Utility, Inc. in Lee County

Dear Mr. Brannan:

Staff has reviewed the above referenced docket and determined that the following information is necessary to meet the requirements of Commission rules and to clarify the application.

Deficiencies

1. **Contract Document.** In accordance with Rule 25-30.037(4)(c), Florida Administrative Code, an application for transfer to a government authority should include a copy of the contract or other document transferring the utility system to the governmental authority. On page four of the application, item 8 refers to an Agreement for Purchase and Sale of Water and Wastewater Assets, which was approved by Resolution No. 010-23, passed and adopted on June 17, 2010. Although a copy of the Resolution was included with the application, a copy of the agreement was not. Please submit a copy of the Agreement for Purchase and Sale of Water and Wastewater Assets for the Docket File.
2. **Transfer Date.** Rule 25-30.037(4)(f), F.A.C., requires that the application include the date on which the governmental authority proposes to take official action to acquire the utility. The application indicates that the closing date was July 29, 2010. Please confirm whether this was also the transfer date.

Clarification

3. **Additional Clarifying Information.** On page four of the application, at line four, reference is made to the potential impact on Aloha's customers. Staff believes that the name Aloha is a typographical error. Please confirm whether this is, in fact, an error.

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Robert C. Brannan, Esquire

Page 2

October 5, 2010

If you have any questions concerning the above-reference items, please feel free to contact either myself or Ms. Melissa Jones-Alexis, of my staff, by phone at (850) 413-6997 or by e-mail at mjonesal@psc.state.fl.us. To ensure timely processing of your application, the above-referenced documents and statements should be filed on or before October 11, 2010. Please ensure that the transmittal references Docket No. 100388-WS and that it is mailed directly to:

Ann Cole, Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Sincerely,



Patti Daniel
Public Utilities Supervisor
Bureau of Certification, economics, and Tariffs

PD:mkja

cc: Division of Economic Regulation (Jones-Alexis, Brady)
Office of the General Counsel (Fleming)
Office of Commission Clerk (Docket No. 100388-WS)

AGREEMENT FOR PURCHASE AND SALE

OF

WATER AND WASTEWATER ASSETS

By and Between

NORTH FORT MYERS UTILITY, INC.

Seller,

and

FLORIDA GOVERNMENTAL UTILITY AUTHORITY

Purchaser

**Covering the Sale of the Water and Wastewater Systems
of the Seller to the Purchaser**

June 17, 2010

DOCUMENT NUMBER-DATE

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EXHIBITS

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Exhibit "H" (Service Area)

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**AGREEMENT FOR PURCHASE AND SALE OF
WATER AND WASTEWATER ASSETS**

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER AND WASTEWATER ASSETS ("Agreement") is made as of this 17th day of June, 2010 by and between **North Fort Myers Utility, Inc.**, a Florida corporation (hereafter "Seller"), and the **Florida Governmental Utility Authority**, a legal entity and public body created by interlocal agreement pursuant to Section 163.01(7)(g), Florida Statutes ("Purchaser").

WHEREAS, Seller owns and operates domestic wastewater collection, treatment and effluent disposal systems, including reclaimed water facilities, and potable water supply, treatment, storage, transmission, and distribution systems (collectively, the "Utility System"), all of which are located in Lee County, Florida, and commonly known as North Fort Myers Utility, Inc.; and

WHEREAS, Seller had no intention of selling its utility assets, but received the threat of condemnation of its utility assets by a member of the Purchaser, which threat Seller determined it was inadvisable to resist and incur unnecessary time and expenses in defense of such proceedings, but instead, in lieu of condemnation, agreed to negotiate an amicable resolution of the threat of condemnation by entering into this Agreement;

WHEREAS, the Purchaser, pursuant to section 163.01, Florida Statutes (the "Florida Interlocal Cooperation Act") and an interlocal agreement entered into and adopted by Lee County, among other local governments (the "Interlocal Agreement"), agreed to acquire the utility assets of Seller in lieu of condemnation by a member of the Purchaser and the Purchaser has the power and authority to provide potable water and wastewater infrastructure and service throughout the State of Florida;

WHEREAS, Seller agrees to sell under the threat of condemnation, and Purchaser desires to purchase in lieu of condemnation by an Authority Member, the Utility System of Seller for the consideration and on the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, prior to Closing hereon, Purchaser will hold a public hearing as required by law on the proposed purchase contemplated hereby to determine whether or not such purchase is in the public interest.

NOW, THEREFORE, in consideration of the foregoing recitals and benefits to be derived from the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree to sell and purchase the Utility System upon the following terms and conditions:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein.

2. **COVENANT TO PURCHASE AND SELL; DESCRIPTION OF PURCHASED ASSETS.**
 - a. Purchaser shall buy from Seller, and Seller shall sell to Purchaser, the Purchased Assets (as defined below) upon the terms, and subject to the conditions precedent, set forth in this Agreement.

 - b. "Purchased Assets" shall include all assets, business properties, and rights, both tangible and intangible, that Seller owns, or in which it has an interest, regarding the construction, operation or maintenance of the Utility System including, but not limited to:
 - i. The real property and interests in real property owned and held by Seller, in fee simple, and all buildings and improvements located thereon, as identified in **Exhibit "A"** to this Agreement ("Real Property").

 - ii. All easements, licenses, prescriptive rights, rights-of-way and rights to use public and private roads, highways, canals, streets and other areas owned or used by Seller for the construction, operation and maintenance of the Utility System, as identified in **Exhibit "B"** to this Agreement.

 - iii. All water supply, treatment, storage and distribution facilities, wastewater collection, treatment and disposal facilities of every kind and description whatsoever, including but not limited to pumps, plants, wells, tanks, lift stations, transmission mains, distribution mains, supply pipes, collection pipes or facilities, irrigation quality water and effluent disposal facilities; valves, meters, meter boxes, service connections and all other physical facilities, including reclaimed water facilities, equipment and property installations owned by Seller and used in connection with the Utility System, together with all additions or replacements thereto, as identified in **Exhibit "C"** to this Agreement.

 - iv. All certificates, immunities, privileges, permits, license rights, consents, grants, ordinances, leaseholds, and all rights to construct, maintain and operate the Utility System and its plants and systems for the procuring, treatment, storage and distribution of potable water and the collection and disposal of wastewater, including reclaimed water, and every right of every character whatever in

connection therewith, and the obligations thereof (hereinafter referred to as the "Certificates"); all water rights, flowage rights and riparian rights and all renewals, extensions, additions or modifications of any of the foregoing; together with all rights granted to Seller under the Certificates, as identified in **Exhibit "D"** to this Agreement; to the extent that Seller's rights to the foregoing are transferable. **Exhibit "D"** shall also identify any of the foregoing which are not transferable or which require third party consents to transfer.

- v. All items of inventory owned by Seller on the Closing Date, which shall not be unnecessarily depleted prior to that date. Inventory as of the date of signing this Agreement by Seller includes, but is not limited to those items identified in **Exhibit "I"** to this Agreement.
- vi. All supplier lists, customer records, prints, plans, including plans in electronic or digital format, engineering reports, surveys, specifications, shop drawings, equipment manuals, and other information required by Purchaser to construct, operate and maintain the Utility System in Seller's possession, including rights of Seller to obtain copies of such items from engineers, contractors, consultants or other third parties, in paper and electronic form.
- vii. All sets of record drawings, including as-built drawings, showing all facilities of the Utility System, including all original tracings, sepias or other reproducible materials in Seller's possession, including rights of Seller to obtain copies of such items from engineers, contractors, consultants or other third parties, in paper and electronic form.
- viii. All rights of Seller under any Developer Agreements, as identified in **Exhibit "E"** to this Agreement, which are assumed by Purchaser pursuant to Article 10.b.v. **Exhibit "E"** shall identify any of the foregoing which are not transferable or which require third party consents for the assumption by Purchaser.
- ix. All rights of Seller under the Contracts and Leases, as identified in **Exhibit "F"** to this Agreement, which shall include, but not be limited to all agreements with respect to bulk service, effluent disposal and reuse, which are assumed by Purchaser pursuant to Article 10.b.v. **Exhibit "F"** shall contain a schedule identifying any third party consents necessary for the assumption by Purchaser.
- x. All equipment, computers, software, tools, parts, laboratory

equipment, office equipment and other personal property owned by Seller in connection with the construction, operation and maintenance of the Utility System.

- x. All vehicles and rolling stock of the Seller used in connection with the construction, operation and maintenance of the Utility System.
- xi. Accounts receivable to the extent provided for in Article 10.b.viii. of this Agreement.

c. The following assets are excluded from the Purchased Assets:

- i. Cash, accounts receivable (except as provided in Article 10.b.viii), bank accounts, equity and debt securities of any nature, deposits maintained by Seller with any governmental authority, and any prepaid expenses of Seller, which are Seller's sole property as of the Closing Date.
- ii. Escrow and other Seller provisions for payment of federal and state taxes, and other obligations to governmental entities, including regulatory assessment fees, which shall be Seller's responsibility to pay through the Closing Date.
- iii. The name and Florida corporation known as North Fort Myers Utility, Inc.
- iv. The assets of and the corporation Sun River Utilities, Inc., Seller's wholly-owned subsidiary providing water and wastewater utility services in Charlotte County and DeSoto County, Florida.
- v. All debts, liabilities, obligations, or other financial or service obligations of Seller, except as are expressly assumed by Purchaser hereunder or otherwise in writing. Purchaser does not assume and shall not be liable for any expense, assessment, exposure, fine, penalty, liability, act or omission of any kind whatsoever imposed or required by any third party, whether known or unknown, whether contingent, liquidated or unliquidated, including any federal, state, or local authority, whether arising or accruing under contract, tort, or pursuant to statute, rule, ordinance, law, regulation or otherwise, including, but not limited to, the Certificates, Contracts and Leases of Seller, and even as to those liabilities and obligations which Purchaser expressly hereby does assume, and Certificates required by Purchaser pursuant thereto, whether or not based upon, related to, or arising out of any

violation of law, breach of Certificate obligation, breach of contract, occurrence of any tort or other event arising or accruing before or after the Closing Date when the operative act or omission was that of or attributable to the Seller for its actions prior to the Closing Date. Seller shall remain liable for and shall pay, perform or discharge all such liabilities and obligations; provided Seller is not hereby limited in its right to contest in good faith any such liabilities or obligations.

3. **PURCHASE PRICE.** The total consideration intended to be paid for the Utility System is the Purchase Price. By these presents, Seller and Purchaser covenant and agree that the Purchase Price to be paid to Seller is set forth below:

- a. Purchaser shall pay to Seller, subject to the additions, adjustments and prorations referenced in this Agreement, a Cash Payment in the amount of \$55 million on the date of Closing;
- b. In addition, Purchaser recognizes that the Seller has constructed certain valuable capital assets represented by plant and equipment that may be utilized by Purchaser in the future to serve additional customers, both within and/or outside of Seller's Service Area. Purchaser further recognizes that Seller has also expended substantial sums to expand and extend its service territory into areas that have insufficient current service or are not currently served. Therefore, Purchaser, or any subsequent owner, agrees to pay to the Seller the amount of up to \$25 million ("Futures Payments") payable at the rate of fifty percent (50%) of the connection fee collected by Purchaser for each new Equivalent Residential Connection ("ERC") added to the Utility System, whether within or outside of the Seller's Service Area, within the Futures Period as defined below. The respective Futures Payments per ERC shall be increased on a pro-rata basis as the Purchaser or any subsequent owner of the Utility System increases its wastewater connection charge throughout the Futures Period. Such payments shall be for all ERC's added to the Utility System from and after the date of Closing hereof. These payments will not include the approximately 5,000 ERC's associated with the diverted flow to the Del Prado plant, as calculated as of the date of Closing, that take the Lee County Utilities Department Waterway Estates plant off line, or to any future ERC's added to the Utility System from the Waterway Estates service territory as the territory is defined on the date of execution of this Agreement. Such Futures Payments shall continue to be paid to Seller for a period of 20 years from the Closing Date ("Futures Period") or until such time as the total amount of Future Payments shall

aggregate \$25 million, whichever occurs earlier. Such payments shall be made annually with the first such payment being made on the 15th day of February, 2011, based upon the number of connections added to the Utility System from the Closing Date through December 31, 2010. Each year, prior to said payment, Purchaser shall provide to Seller an audit of the connections added to the Utility System during the previous calendar year. Additional Futures Payments shall be made on the 15th of February each ensuing calendar year, until the total Future Payments consideration of the said \$25 million has been made or 20 years has elapsed, whichever occurs earlier. In the event that Seller desires to pay for an independent special audit of Utility System, in an effort to determine the number of ERC's added to the System during a particular calendar year, Seller may do so at its own cost. Purchaser, its successors and assigns, acknowledges its ongoing obligation to fully cooperate with Seller's independent audit and make all necessary documents available to Seller's auditors. If the results of the independent special audit demonstrate that connections have been added to the Utility System, in excess of those provided in Purchaser's audit, then: (1) Purchaser agrees to pay Seller for the additional ERC's within thirty (30) days of the completion of the independent special audit; and (2) if the number of additional ERC's is five percent (5%) or more in excess of the ERC's which Purchaser previously reported, Purchaser shall reimburse Seller for the reasonable cost of the audit.

- c. Seller has advanced from its own funds the sum of \$1,401,534 for the construction of force main and appurtenant facilities on behalf of the U.S. Homes "Stoneybrook North" project. Upon the reactivation of that project, Purchaser shall collect the \$1,401,534 owed by the Developer to Seller and promptly remit said funds to Seller.
- d. Seller shall be entitled to all connection charges received prior to the date of this Agreement except that Seller shall credit Purchaser at Closing for all connection charges received by Seller on or after September 1, 2009.

4. **REPRESENTATIONS AND WARRANTIES OF SELLER.** As a material inducement to Purchaser to execute this Agreement and perform its obligations hereunder, Seller represents and warrants to Purchaser as follows:

- a. Seller is a duly organized, validly existing corporation, and its status is active under the laws of the State of Florida. Seller has all requisite corporate power and authority and has taken all requisite corporate action necessary to (i) enter into this Agreement, and (ii) perform all of

the terms and conditions of this Agreement.

- b. The Board of Directors of Seller has approved Seller entering into this Agreement.
- c. This Agreement constitutes, and all other agreements to be executed by Seller with respect to this Agreement, will constitute when executed and delivered, valid and binding obligations of Seller, enforceable in accordance with their terms.
- d. The execution, delivery and performance of this Agreement will not violate any provision of law, order of any court or agency of government applicable to Seller, the Articles of Incorporation or By-Laws of Seller, nor any Certificate, indenture, agreement, or other instrument to which Seller is a party, or by which it is bound.
- e. Seller has exclusive possession, control and ownership and good and marketable title to all Real Property, including that used or located on property controlled by Seller in its business on the date of this Agreement. To Seller's knowledge, the Real Property is subject to no mortgage, pledge, lien, charge, security interest, encumbrance, or restriction except Permitted Encumbrances, as defined in Article 6 of this Agreement. At Closing, Seller shall deliver title to such Real Property free and clear of all debts, liens, pledges, charges or encumbrances whatsoever, other than Permitted Encumbrances. Seller makes no representation as to the condition of the Real Property, and Purchaser acknowledges that it is accepting the Real Property in accordance with the Title Policy referenced in Article 6 hereof.
- f. Seller has exclusive ownership, possession, control, and good and marketable title to all Purchased Assets other than the Real Property, including those used or located on property controlled by Seller in its business or elsewhere on the date of this Agreement. At Closing the Purchased Assets other than the Real Property are subject to no mortgage, pledge, lien, charge, security interest, encumbrance, or restriction except Permitted Encumbrances. At Closing, Seller shall deliver title to the Purchased Assets other than the Real Property free and clear of all debts, liens, pledges, charges or encumbrances, whatsoever. Seller makes no representation as to the condition of the Purchased Assets other than the Real Property, and Purchaser acknowledges that it is relying on its own investigation in its decision to consummate the transaction contemplated hereby.
- g. Environmental Law Compliance.

i. **Definitions.**

1. "Environmental Law" means any federal, state, or local statute, order, regulation, or ordinance, or common law or equitable doctrine relating to the protection of human health or the environment in effect as of the Closing Date and includes, but is not limited to, The Florida Air and Water Pollution Control Act (Chapter 403, Florida Statutes), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA")(42 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), and the Safe Drinking Water Act (42 U.S.C. § 300f et seq.), as such have been amended or supplemented as of the Closing Date, the regulations promulgated pursuant thereto, and in effect as of the Closing Date and any conditions and requirements contained in any permits possessed by Seller from any federal, state or local agencies necessary to operate the Utility System.
2. "Hazardous Material" means petroleum or any substance, material, or waste which is regulated under any Environmental Law in the jurisdictions in which Seller conducts its business including, without limitation, any material or substance that is defined as or considered to be a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "pollutant," "toxic waste," or "toxic substance" under any provision of Environmental Law.
3. "Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, or dispersal into the environment, at or from any property owned or operated by Seller or related to Hazardous Materials generated by Seller.
4. "Remedial Action" means all actions required to (i) clean up, remove, or treat any Hazardous Material; (ii) prevent the Release or threat of Release, or minimize the further Release of any Hazardous Material so it does not

endanger or threaten to endanger public health or welfare or the environment; or (iii) perform pre-remedial studies and investigations or post-remedial monitoring and care directly related to or in connection with any such remedial action.

ii. Representations. To Seller's knowledge:

1. Seller is in material compliance with all applicable Environmental Laws and has no material liability thereunder, and there is no reasonable basis for Seller to believe in any such liability.
2. Seller has obtained all permits required, or has submitted applications for such permits in a timely manner, under applicable Environmental Laws necessary for the operation of its business as presently conducted as of the date of this Agreement.
3. Except as set forth in this Agreement, Seller has not received within the last three years notice of any currently outstanding violation of applicable federal, state or local statutes, laws and regulations (including, without limitation, any applicable environmental, building, zoning, or other law, ordinance or regulation) relating to the Utility System.
4. No polychlorinated biphenyl or asbestos-containing materials, in violation of Environmental Law are, or have been, present at any Utility System property when owned, operated, or leased by Seller, nor are there any underground storage tanks, active or abandoned, at any Utility System property owned, operated, or leased by Seller.
5. There is no Hazardous Material in violation of Environmental Law located at any Utility System site that is owned, leased, operated, or managed by Seller other than chemicals used for treatment (such as chlorine); no Utility System site that is owned, leased, operated, or managed by Seller is listed or formally proposed for listing under CERCLA, the Comprehensive Environmental Response, Compensation Liability Information System ("CERCLIS") or on any similar state

list that is the subject of federal, state, or local enforcement actions or other investigations that may lead to claims against Seller for clean-up costs, remedial work, damages to natural resources, or for personal injury claims, including, but not limited to, claims under CERCLA; and there is no reasonable basis for Seller to be named in such claims or for any similar action to be brought against Seller.

6. No written or to Seller's knowledge verbal notification of a Release of a Hazardous Material has been filed by or on behalf of Seller or any third party with respect to any Utility System property when owned, operated, or leased by Seller. No such Utility System property is listed or proposed for listing on the National Priority List promulgated pursuant to CERCLA, or CERCLIS, or any similar state list of sites requiring investigation or clean up.
 7. No Hazardous Material has been released in material violation of Environmental Law at, on, or under any Utility System property now owned, operated, or leased by Seller.
- h. Except as provided in **Exhibit "G"** hereto, there are no current actions, suits or proceedings at law or in equity pending or, to Seller's knowledge, threatened against the Seller before any federal, state, municipal or other court, administrative or governmental agency or instrumentality, domestic or foreign, which affect the Utility System or any of the Purchased Assets or the Seller's right and ability to make and perform this Agreement; nor is the Seller aware of any facts which to its knowledge are likely to result in any such action, suit or proceeding. Seller is not in default with respect to any Certificate, permit, order or decree of any court or of any administrative or governmental agency or instrumentality affecting the Utility System or any of the Purchased Assets. Seller agrees and warrants that it shall have a continuing duty to disclose up to and including the Closing Date the existence and nature of all pending judicial or administrative suits, actions, proceedings and orders which in any way relate to the construction, operation or maintenance of the Utility System.
- i. There are no facts known to management, officers or directors of Seller which have or would have a material adverse effect upon the physical condition of the Utility System or the Purchased Assets which are not

readily observable or which have not been disclosed or provided to Purchaser in connection with this transaction.

- j. No representation or warranty made by the Seller in this Agreement contains any untrue statement of material facts or omits to state any material fact required to make the statements herein contained not misleading.

5. **REPRESENTATIONS AND WARRANTIES OF PURCHASER.** As a material inducement to Seller to execute this Agreement and to perform its obligations hereunder, Purchaser represents and warrants to Seller as follows:

- a. Purchaser has been duly organized, and is a validly existing political subdivision under the laws of the State of Florida. Purchaser has all requisite power and authority to (i) enter into this Agreement, and (ii) carry out and perform the terms and conditions of this Agreement.
- b. The Board of Directors of Purchaser has approved Purchaser entering into this Agreement.
- c. This Agreement constitutes, and all other agreements to be executed by Purchaser with respect to this Agreement, will constitute, when executed and delivered, valid and binding obligations of Purchaser, enforceable in accordance with their terms.
- d. The execution, delivery and performance of this Agreement will not violate any provision of law, order of any court or agency of government applicable to Purchaser, nor any indenture, agreement, or other instrument to which Purchaser is a party, or by which it is bound.
- e. All necessary public hearings required to authorize Purchaser's purchase of the Utility System and Purchaser entering into this Agreement will have been duly held prior to the Closing Date and all appropriate governmental actions required to be taken by Purchaser will have been duly taken prior to the Closing Date.
- f. Purchaser shall, subsequent to Closing, and consistent with prudent industry standards applicable thereto, and the requirements of the appropriate governmental agencies having jurisdiction over the assets and businesses of the Utility System:

(1) Provide water and wastewater services to all properties, improvements thereon and the occupants thereof, located within the utility's service area in a uniform and nondiscriminatory manner with

other similarly situated property and property owners.

(2) Purchaser shall conduct a public hearing to adopt, impose and enforce the then-current Lee County connection fee schedule. Purchaser shall also conduct a public hearing to adopt, establish, and enforce, a uniform connection charge for all new ERC's added to the Utility System.

(3) Preserve and maintain all necessary plant capacities of the Utility System available at time of Closing.

(4) Continuously and properly operate and maintain the Utility System in a condition no less efficient than its current condition, including the prevention of abnormal or excessive infiltration into the wastewater collection system, in such manner as is consistent with standard and recognized procedures for the operation of wastewater systems in the State of Florida, to the end that the capacities of the water and wastewater systems shall be available at all times to serve the present and future connections thereto.

(5) Continuously keep the Utility System properly insured against all perils, such that it may be promptly replaced and continue in operation subsequent to any damage thereto.

6. TITLE INSURANCE AND PERMITTED ENCUMBRANCES.

- a. At least twenty (20) days prior to the Closing, Seller shall cause to be issued and delivered to Purchaser's counsel a current title insurance commitment in favor of Purchaser issued by a title company licensed to do business in the State of Florida, covering the Real Property, which shall be in an amount equal to \$55,000,000. The cost of the title insurance commitment and title insurance policy shall be borne equally by Seller and Purchaser. The title insurance commitment shall commit the insurer to issue owner's title insurance policies to Purchaser covering the Real Property (substantially in accordance with the ALTA Standard Owner's Form B), reflecting title to the Real Property to be marketable and insurable, except for the Permitted Encumbrances (as defined in Article 6.f. below), the standard printed exceptions usually contained in an owner's title insurance policy, and the standard exclusions from coverage; provided, however, that the title insurance company shall delete the standard exceptions customarily deleted for such items as materialman's liens, survey, and mechanic's liens. Seller shall execute at, or prior to, Closing, in favor of Purchaser and the title insurance company, the appropriate mechanic's lien affidavit and

"Gap" affidavit sufficient to allow the title insurance company to delete all standard exceptions addressed by such affidavits.

Purchaser shall notify Seller in writing no less than ten (10) days after receipt of the title insurance commitment of any alleged material defect in Seller's title to the Real Property, other than those accepted herein and the Permitted Encumbrances (such written notice to include all exceptions, encumbrances, liens, easements, covenants, restrictions or other defects in Seller's title to the Real Property other than the Permitted Encumbrances), which render or may render Seller's title to the Real Property (i) unmarketable in accordance with standards adopted by The Florida Bar, or (ii) uninsurable. Any objections to title to the extent not shown on the notice furnished by Purchaser in accordance with the provisions of this paragraph shall be deemed to have been waived by Purchaser and Purchaser shall not be entitled to any damages or other remedies. Seller shall have thirty (30) days after receipt of Purchaser's notice to eliminate the objections to title set forth in Purchaser's notice. However, in no event shall Seller be required to bring suit or expend any sum in excess of \$500,000 in the aggregate to cure title defects (exclusive of mortgages against the Real Property, which are in a liquidated amount) that Seller has an obligation to discharge on or before Closing pursuant to the terms of this Agreement. If Seller fails to deliver title as herein provided, then Purchaser may:

- i. Accept whatever title Seller is able to convey with no abatement of the Purchase Price; or
 - ii. Reject title and terminate this Agreement with no further liability to either party to the other.
- b. Purchaser may not object to title by reason of the existence of any mortgage, lien, encumbrance, covenant, restriction or other matter that (i) may be satisfied with a payment of money and Seller advises Purchaser, in writing, that Seller elects to do so by paying same at or prior to the Closing Date; (ii) any mechanic's lien or other encumbrance that can be released of record, bonded or transferred of record to substitute security so as to relieve the Real Property from the burden thereof and Seller advises Purchaser, in writing, that Seller elects to do so at or prior to Closing; or (iii) the title insurance company issuing the title insurance commitments affirmatively insures-over.
- c. Purchaser shall have the right, but not the obligation, to do such surveys on the fee parcels as Purchaser desires. Surveys procured by

Purchaser shall be at the sole cost and expense of Purchaser.

- d. If Purchaser desires to have any standard survey exceptions deleted or modified in the Title Policy, Purchaser shall deliver to Seller's attorneys, no later than 10 days prior to the Closing Date, properly certified and current original surveys of the specified fee parcels that comply with Florida Law. As to each such survey timely delivered by Purchaser, Seller shall have included in the Title Policy a "blanket exception" as to the applicable fee parcel /survey.
- e. Seller shall deliver, promptly after Closing, the title insurance policy issued on the binder.
- f. As used above, "Permitted Encumbrances" include the following:
 - i. All present and future building restrictions, zoning regulations, laws, ordinances, resolutions, regulations and orders of any governmental authority having jurisdiction over the Real Property and the use thereof.
 - ii. Easements, restrictions, reservations, rights-of-way, conditions and limitations of record, if any, which are not coupled with any reverter or forfeiture provisions, including (without limitation) any drainage, canal, mineral, road, or other reservations of record in favor of the State of Florida or any of its agencies or governmental or quasi-governmental entities, or as may be set forth in any "Murphy Deeds", none of which, however, shall impair or restrict the use of the Real Property or the operation of the Utility System.
 - iii. Such other matters as are permitted under the terms of this Agreement, including but not limited to the Developer Agreements.

7. **CONDITIONS PRECEDENT TO CLOSING.** The obligations of each party to close the transaction contemplated by this Agreement are subject to the conditions that, at or before the Closing Date:

- a. Neither Party is prohibited by decree or law from consummating the transaction.
- b. There is not pending on the Closing Date any legal action or proceeding that prohibits the acquisition or sale of the Purchased Assets or prohibits Purchaser or Seller from closing the transaction or Purchaser

from paying the Purchase Price, or that inhibits or restricts in any material manner Purchaser's use, title, or enjoyment of the Purchased Assets.

- c. Each of the other parties hereto has performed all of the undertakings required to be performed by them under the terms of this Agreement.
- d. There is no material adverse change in the applicable law, or in the condition or value of the Purchased Assets or the Utility System. For purposes of this Agreement, a "material adverse change" shall mean any event, condition, development or effect that, either individually or in the aggregate, shall have been, or insofar as can reasonably be foreseen will be, materially adverse to the business operations, assets, value or conditions (financial or otherwise) of the Utility System or the Purchased Assets.
- e. All warranties and representations of the other party are true in all material respects as of the Closing Date, except to the extent they specifically refer to another date.
- f. Purchaser has performed each of the requirements and duties and has considered each of the criteria that are required by Florida Statutes, to be performed and considered in connection with the Purchaser's purchase of the Utility System prior to Closing this transaction.
- g. Purchaser has entered into a wastewater treatment agreement with Lee County Utilities Department providing that the FGUA shall accept, treat and dispose of, and Lee County Utilities Department shall deliver, sewage previously treated by the County's Waterway Estates wastewater treatment plant, and pay FGUA for such services at such rates as may be provided in such agreement.

8. **PRE-CLOSING CONDUCT; COVENANTS.** Prior to the Closing Date, the parties covenant to each other, and shall conduct themselves, as follows:

- a. Seller shall either furnish to Purchaser, or continue to provide Purchaser with ready access to inspect and copy the following, to the extent they are in the possession of Seller, its employees, representatives, or agents (including engineers, surveyors and other contractors utilized by Seller):
 - i. Copies, including electronic and digital formats, of all plans and specifications showing the Utility System as now constructed (as-built), including any under construction, together with a

detailed engineering map showing the water supply and distribution, wastewater collection lines, lift stations, effluent disposal facilities, including reclaimed water, and appurtenances as now constructed, and all other facilities constituting the Utility System.

- ii. Copies of all of the developer agreements identified in **Exhibit "E"** together with a schedule identifying (i) committed water and wastewater capacity pursuant to such agreements or any other agreements committing or reserving such capacity to any entity or individual and (ii) any advances for construction, advance facility charges, pre-paid connection charges or other such payments or charges made pursuant to any such agreements.
- iii. Copies of the Contracts and Leases identified in **Exhibit "F."**
- iv. Exhibits identifying substantially all equipment, computers, software, vehicles, tools, parts, laboratory equipment, office equipment, and all other personal property owned or used by Seller in connection with the operation of the Utility System.
- v. A Schedule and copies of documents reflecting the rates, fees, and charges of Seller.
- vi. Copies of permits, applications, or other documents, together with effective dates and expiration dates (if any), demonstrating approval of the facilities of the Utility System by all applicable governmental authorities, including, but not limited to: (a) the Florida Department of Environmental Protection, (b) the United States Environmental Protection Agency, and (c) the South Florida Water Management District.
- vii. A list of customers and customers' deposits or advance facility charges and accounts receivable by name and account number, setting forth the amount of each individual deposit and receivable and their aggregate totals and identifying each deposit as refundable or non-refundable.
- viii. Copies of all warranties held by Seller with respect to completed, or in progress, construction work with respect to the Utility System, in addition to a copy of all warranties relating to the Purchased Assets.

- ix. Copies of any and all effective insurance policies with respect to the Purchased Assets and Utility System.
 - x. If not set forth in **Exhibit "A,"** a legal description of the Real Property owned by Seller in connection with its operation or use of the Utility System.
 - xi. A survey of the Real Property, as prepared by a Florida licensed surveyor, in accordance with the minimum technical standards adopted by the Florida Society of Professional Land Surveyors in accordance with § 472.027, Florida Statutes. The survey(s) shall set forth the area contained in each parcel of property, together with all existing easements, alleys, streets, rights-of-way and roads thereon; show any encroachments upon or protrusions from the property; show all existing improvements constructed thereon and distances to boundary lines; specify thereon all dedicated public streets providing access to the property; and stating whether the property is within any area determined by the Department of Housing and Urban Development to be flood prone under the Federal Flood Protection Act, as amended, except, however, if the title insurer will accept an existing survey plus a "gap" or "bring down" affidavit in lieu of a new survey. If the survey shows any encroachments on the Real Property or that improvements located thereon encroach on any setback lines, easements, lands of others, or violate any restrictions, contract, covenants or applicable governmental regulations, same shall constitute a title defect. To the extent a current survey is not available, Seller shall provide to Purchaser copies of all surveys previously performed on the Real Property.
 - xii. Copies of the easements, licenses, prescriptive rights and rights-of-way owned and used by Seller for the construction, operation and maintenance of the Utility System, as identified in **Exhibit "B."**
 - xiii. A copy of all environmental permits and applications related thereto for Seller's facilities.
- b. During the period between the date of this Agreement and the Closing Date, Seller shall:
- i. Operate and maintain the Utility System and Purchased Assets in a normal and ordinary manner to ensure that the

condition of the Utility System and the Purchased Assets remains in all material respects unchanged, normal wear and tear and usage excepted, and the inventory on hand shall not be materially diminished or depleted;

ii Promptly notify Purchaser of any notification received by Seller from any person, business, or agency of any existing, or potential Environmental Law violation;

iii Make no unbudgeted capital expenditures in excess of \$10,000 without the prior written consent of Purchaser;

iv. Provide Purchaser, or its designated agent(s), with unrestricted access to the business premises, Utility System, Purchased Assets, Seller's books and records, employees, agents, or representatives, on reasonable advance notice and during business hours.

v. Promptly notify Purchaser of any event, activity or occurrence that has, or may have, a material adverse effect upon the Purchased Assets or this transaction.

c. During the period of time between the date of this Agreement and the Closing Date, Seller shall maintain its existing levels of insurance on the Purchased Assets and Utility System and the risk of any loss shall remain with Seller.

d. From the date of execution of this Agreement until Closing, Seller shall not, without the prior written consent of Purchaser, accept any connection charges or other fees from developers, enter into any new developer agreements or modify any existing developer agreements. Copies of any new or modified developer agreements shall be promptly delivered to Purchaser and shall not be signed by Seller without prior written consent from Purchaser.

e. Purchaser, in its discretion, may cause to be performed, at its sole expense, a Phase I Environmental Survey (and a subsequent Phase II, if necessary) of each parcel of Real Property owned by Seller. If such Survey discloses the presence of any Hazardous Material, Seller shall have the right to perform such cleanup and remediation as is necessary hereunder. Upon Seller's failure to perform such cleanup and remediation, prior to the Closing Date, Purchaser may elect to either (i) terminate this Agreement, in which event neither party shall have any liability to the other; or (ii) proceed to Closing without abatement of

the Purchase Price.

9. **TERMINATION OF AGREEMENT.**

a. This Agreement may be terminated (i) by mutual written consent of the parties, (ii) by either party if the transactions contemplated hereby have not closed by August 24, 2010, or (iii) as provided in paragraphs b. and c. below.

b. Purchaser may terminate this Agreement, in its sole discretion, upon the occurrence of any of the following:

i. The failure, in any material respect prior to Closing, of any conditions precedent to closing or pre-closing conduct and covenant set forth in Articles 7 and 8.

ii. Any material breach of this Agreement by Seller, including, but not limited to, a material breach of any representation or warranty, if Seller has not cured such breach within 30 days after notice from Purchaser; provided, however, such breach must in any event be cured ten days prior to the Closing Date unless the date for cure has been extended by Purchaser.

iii. Any other basis for termination on behalf of Purchaser otherwise set forth in this Agreement.

iv. Purchaser cannot issue thirty year revenue bonds within the following parameters: (A) a true interest cost not exceeding 5%; (B) debt proceeds equal to at least \$ 65,000,000; (C) an "A-" rating or better from Moody's Rating Service or Standard and Poor's Rating Service; and (D) standard redemption provisions with an optional redemption price of no greater than par. Subject in each case to the review and approval of the Purchaser's financial advisor that such parameter has been met. In the event that Purchaser is unable to achieve an "A-" rating or other parameters in this subsection, the parties agree that Purchaser, in its sole discretion, has the right, but not the obligation, to finance the purchase using a bank loan or other available financing method, provided that Purchaser determines it is in the long term best interest of Purchaser to do so and Lee County approves the use of such bank loan or other available financing method. In the event that Purchaser exercises the right to terminate this Agreement, Purchaser shall immediately notify Seller in writing of such determination, with such notice setting forth in reasonable detail the basis upon which such

determination was made. In that event, Purchaser and Seller shall have no liabilities and no further obligations to each other under this Agreement.

- c. Seller may terminate this Agreement, in its sole discretion, upon the occurrence of any of the following:
 - i. The failure, in any material respect prior to Closing, of any of the conditions precedent to closing set forth in Article 7.
 - ii. Any material breach of this Agreement by Purchaser, including, but not limited to, a material breach of any representation or warranty, if Purchaser has not cured such breach within 30 days after notice from Seller, provided, however, such breach must in any event be cured prior to the Closing Date unless the date for cure has been extended by Seller.
 - iii. Any other basis for termination on behalf of Seller otherwise set forth in this Agreement.
- d. Upon the occurrence of any of the bases for termination of this Agreement, the party seeking to terminate this Agreement shall provide written notice of its termination of this Agreement to the other by delivering the same as provided in Article 12.c.
- e. Upon the termination of this Agreement, the following shall occur:
 - i. To the extent permitted by Florida law, each party shall return all documents, including copies, in its possession, custody, or control, or in the possession, custody, or control, of its agents and consultants to the other, as the case may be. Each party, its agents and consultants, shall treat any information previously received as confidential, and shall not disclose or use such information, unless required by law. The parties acknowledge that certain information Purchaser has received from Seller has been discussed with and/or reviewed by Lee County and the FGUA, both governmental entities.
 - ii. Except as otherwise set forth in this Agreement, each party shall be responsible for payment of its own attorney and other professional fees and other costs of any nature whatsoever incurred prior to the termination of this Agreement.
 - iii. This Agreement shall forthwith become void and (except for

the willful breach of this Agreement by any party hereto) there shall be no liability on the part of Purchaser or Seller, or their respective members, officers or directors, other than as provided for herein.

10. **CLOSING DATE AND CLOSING.**

- a. The parties shall use their best efforts to close this transaction on or before July 30, 2010, at a location mutually acceptable to both parties. As used in this Agreement, the term "Closing Date" shall mean the date that this transaction is closed, but in no event shall the Closing Date be extended beyond August 24, 2010.
- b. At Closing:
 - i. Purchaser shall pay the Cash Payment, subject to any adjustment as provided for in this Agreement.
 - ii. Purchaser shall execute such documents as are necessary to secure the Future Payments.
 - iii. Title to the Real Property shall be conveyed to Purchaser by Special Warranty Deed free of all claims, liens, or encumbrances whatsoever, other than Permitted Encumbrances. Title to the remaining Purchased Assets shall be conveyed to Purchaser by Bill of Sale free of all claims, liens, or encumbrances, whatsoever, other than Permitted Encumbrances. Seller shall further provide to Purchaser such other instruments of conveyance as shall be, in the reasonable opinion of Purchaser and its counsel, necessary to transfer the Utility System and Purchased Assets in accordance with this Agreement and, when necessary or desirable, in recordable form.
 - iv. Seller shall assign its right, title and interest in those easements, licenses, etc. identified in **Exhibit "B."**
 - v. Seller and Purchaser shall enter into separate Assignment and Assumption Agreements with respect to the (i) Developer Agreements identified in **Exhibit "E"**, and (ii) Contracts and Leases identified in **Exhibit "F."** Notwithstanding the foregoing, other than the Developer Agreements noted above, Purchaser retains the option not to assume any agreements, contracts or leases of any type which Purchaser shall determine, in its sole discretion, are not consistent with the ordinary business practices of Purchaser and Purchaser's best interest, in

which event, however, Seller may elect to terminate this Agreement and refuse to close.

- vi. Real property and personal property taxes on the Purchased Assets and Utility System, and any other applicable taxes, shall be prorated as of the Closing Date and Seller shall be required to pay its pro rata share at Closing. All other taxes, assessments and regulatory assessment fees accrued or owed by Seller as of the date of Closing with respect to the Utility System and Purchased Assets shall remain the obligation of Seller. All other taxes and assessments imposed or attempted to be imposed from and after the date of Closing with respect to the Utility System and Purchased Assets shall be the obligation of Purchaser.
- vii. Recording fees to record the deeds and any other instruments necessary to deliver title to the Purchaser shall be paid by the Purchaser.
- viii. As an adjustment to the Cash Payment, Seller shall receive credit for 95% of its accounts receivable (less than 60 days old) for monthly water and wastewater commodity service revenues, net of any credit balances, due Seller for unpaid water and wastewater service as of the Closing Date to the extent provided in this Article 10.b.viii. Seller shall furnish to Purchaser, at Closing, a listing of its accounts receivable, by customer and individual amounts due. Additionally, an estimate of the gross revenue for water and wastewater services rendered but not yet billed as of the Closing Date shall be rendered to Purchaser three (3) days prior to Closing and, upon approval and acceptance by Purchaser, 95% of such amount shall be credited to Seller, and the adjusted amount shall be applied to the Closing Statement as a credit to the Seller. Purchaser shall be entitled to all revenues collected and derived from the operation of the Utility System after Closing.
- ix. Connection Charges (defined as plant capacity, transmission line capacity, or other unit connection fees paid for the availability of utility capacity) received by Seller prior to Closing shall be retained by Seller, except that Connection Charges paid after September 1, 2009 shall be deducted from the Cash Payment due from Purchaser to Seller at Closing.
- x. All transfers required or necessary to carry out the intent and

purpose of this Agreement shall take place, unless waived or extended by mutual consent.

xi. Each of the parties shall pay the fees of its own attorneys, bankers, engineers, accountants, and other professional advisers or consultants in connection with the negotiation, preparation and execution of this Agreement, and any documents associated with the Closing.

xii. All bills for services, materials and supplies rendered in connection with the construction, operation and maintenance of the Utility System prior to Closing, including but not limited to electricity, phone service, and payroll for a period up to and including the Closing Date, shall be paid by Seller. Purchaser shall be responsible for all such costs and expenses incurred subsequent to Closing.

xiii. Purchaser shall assume the liability for customer deposits, and Seller shall, by electronic transfer, transfer all customer deposits and accrued interest thereon through Closing to Purchaser.

xiv. Purchaser, at Closing, shall reimburse or credit Seller for the cost of any additional capital improvements made to the Utility System on behalf of Purchaser prior to the Closing Date, provided Purchaser has specifically requested that such improvements be made in writing.

xv. Each party shall deliver to the other party a certificate stating that:

1. The party is not prohibited by decree or law from consummating the transaction contemplated hereby.
2. There is not pending on the Closing Date any legal action or proceeding that hinders the ability of either party to close the transaction.
3. All warranties and representations of such party contained in this Agreement are true and correct in all material respects as of the Closing Date.

xvi. Seller shall deliver to Purchaser, in a form reasonably

acceptable to Purchaser, an opinion of Seller's counsel substantially to the effect that:

1. Seller is validly organized, existing and its status is active under the laws of the State of Florida.
2. This Agreement has been duly and validly executed and approved by Seller and is a valid and binding agreement upon Seller.
3. To Seller's counsel's actual knowledge, the execution, delivery and performance of this Agreement will not violate any agreement of or binding on, or any law applicable to, Seller.

xvii. Purchaser shall deliver to Seller in a form acceptable to Seller, an opinion of Purchaser's Counsel substantially to the effect that:

1. Purchaser is validly organized and existing as a political subdivision under the laws of the State of Florida.
2. This Agreement has been duly and validly executed and approved by Purchaser and is a valid and binding agreement upon Purchaser.
3. To Purchaser's Counsel's actual knowledge, the execution, delivery and performance of this Agreement will not violate any agreement of, or binding on, or any law applicable to, Purchaser.

11. **POST CLOSING COOPERATION.**

- a. Seller and Purchaser shall, after the Closing Date, upon reasonable request of the other party and at no cost to the other party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such further documents, acts, deeds, assignments, transfers, powers of attorney and assurances as may be required in order to implement and perform any of the obligations, covenants and agreements of the parties.
- b. Each of the parties hereto shall provide the other with such

assistance as reasonably may be requested in connection with the preparation of any tax return, audit or other examination by any taxing authority or any judicial or administrative proceedings relating to liability for taxes relating to the transactions contemplated by this Agreement. Subject to the provisions of paragraph e. below, each party shall retain and provide the other with any records or information that may be relevant to such return, audit or examination, proceedings or determination. Such assistance shall include making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder and shall include providing copies of any relevant tax returns and supporting work Exhibits.

- c. If, after the Closing Date, any of the parties hereto shall require the participation of the other or of officers and employees employed by the other to aid in the defense or prosecution of litigation or claims, and so long as there exists no conflict of interest between the parties, each party shall use its best efforts to be available or to make such officers and employees reasonably available to participate in such defense or prosecution.
- d. At any time up to the 10th anniversary of the Closing, where there is a legitimate purpose not injurious to the other party and not related to prospective competition by such party with another party hereto, or if there is an audit by the IRS, other governmental inquiry, or litigation or prospective litigation to which Purchaser or Seller is or may become a party, making necessary any access to the records of or relating to Seller held by Purchaser or making necessary Purchaser's access to records of or relating to the operations of Seller held by any entity other than Seller, each of them shall allow representatives of the other party access to such records during regular business hours at such party's place of business for the sole purpose of obtaining information for use as aforesaid.
- e. At any time up to the 10th anniversary of the Closing, either party hereto at any time, upon not less than 90 days' prior written notice to the other party hereto, may dispose of the records in its possession relating to the Purchased Assets and the business related thereto, in accordance with its respective record retention policies and subject to applicable law; provided, however, that a party may, at its own cost and expense, retain,

or make arrangements for the retention of, records in the possession of another party to which it would have a right of access under paragraph d, if it notifies, in writing, such party that it desires to retain such records.

- f. Seller agrees to provide reasonable assistance to the Purchaser to transition the administration and operation of the Utility System and Purchased Assets for a period of One Hundred and Twenty (120) days after the Closing Date.
- g. The party requesting assistance hereunder shall reimburse the other for reasonable out-of-pocket expenses incurred in providing such assistance.
- h. The respective representations and warranties of the parties contained in this Agreement or any document delivered pursuant to this Agreement shall survive the consummation of the transactions contemplated hereby and continue for a period of one year from the Closing Date, and thereafter shall terminate.

12. **MISCELLANEOUS PROVISIONS.**

- a. The Parties agree and acknowledge that time is of the essence with regard to the transactions contemplated herein.
- b. This Agreement, the Documents and the Exhibits hereto, collectively embody the entire agreement and understandings between the parties and there are no other agreements or understandings, oral or written, with reference to this Agreement that are not merged into and superseded by this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be considered an original.
- c. Within 30 days after Closing, Seller shall prepare and the Purchaser and Seller will jointly submit a notice of the impending transfer of the system to the Florida Public Service Commission in a Petition for Termination of the Certificates of Authorization of Seller. Seller shall file reports, if any, required to satisfy its outstanding gross receipts tax, regulatory assessment fees, and other obligations and governmental assessments through the date of Closing. All of Seller's costs

and expense relative to the termination of Seller's relationship with the Florida Public Service Commission, including regulatory assessment fees, shall be borne by Seller. Copies of the Order(s) of the Commission acknowledging sale of the system to Purchaser shall be promptly provided to Purchaser upon Seller's receipt thereof.

- d. Any notice or other document required or allowed to be given pursuant to this Agreement by either party to the other shall be in writing and shall be delivered personally, or by recognized overnight courier or sent by certified mail, postage prepaid, return receipt requested, or by electronic or facsimile transmission with written confirmation.

If to Seller, such notice shall be delivered at:

Joel Schenkman, President
Old Bridge Park Corp.
10800 Lakeside Drive
Coral Gables, Florida 33156

schenkmanj@aol.com

with a copy to:

Rose, Sundstrom & Bentley, LLP
2548 Blairstone Pines Drive
Tallahassee, Florida 32301
Attn: William E. Sundstrom, P.A.
850-877-6555
(Fax) 850-656-4029
wes@rsbattorneys.com

If to Purchaser, such notice shall be delivered at:

Florida Governmental Utility Authority
c/o Government Services Group, Inc.
Attention: Robert Sheets
1500 Mahan Drive, Suite 250
Tallahassee, FL 32308
Fax: (850) 224-7206
rsheets@govserv.com

with a copy to:

Nabors, Giblin & Nickerson, P.A.
Attention: Brian Armstrong, Esq.
1500 Mahan Drive, Suite 200
Tallahassee, FL 32308
850-224-4070
(Fax) 850-224-4073
barmstrong@ngn.com

- e. The headings used are for convenience only, and they shall be disregarded in the construction of this Agreement.
- f. The drafting of this Agreement was a joint effort of the parties, and in the interpretation hereof, it shall be assumed that no party had any more input or influence than any other.
- g. This Agreement is solely for the benefit of the parties hereto and no other causes of action shall accrue upon or by reason hereof to or for the benefit of any third party (other than successors and assigns), who or which is not a formal party hereto.
- h. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted, as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.
- i. In the event of any litigation that arises between the parties with respect to this Agreement, the prevailing party shall be entitled to reasonable attorney fees at all trial and appellate levels, except as may be restricted by Florida law.
- j. This Agreement may be amended or modified only if executed in writing and with the same formality as the original.
- k. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida.
- l. All words, terms, and conditions herein contained are to be read in concert, each with the other, and a provision contained under

one heading may be considered to be equally applicable under another heading in the interpretation of this Agreement.

- m. Except as provided for herein, this Agreement may not be assigned without the prior written consent of the non-assigning party. If properly assigned, this Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns.
- n. For purposes of this Agreement, an individual is deemed to have "knowledge" of a particular fact or other matter if such individual has actual awareness of such fact or matter, or a prudent individual could be expected to discover or otherwise become aware thereof in the ordinary course of conducting his business.
- o. Seller hereby agrees that it shall, to the fullest of its ability, require any affiliate or commonly-held corporation to provide to Purchaser, prior or subsequent to Closing, easements, consents, or other things or acts as may be reasonably required by Purchaser in order to operate the Utility System subsequent to Closing hereof.
- p. Notwithstanding anything to the contrary contained herein or in any other instrument or document execute by or on behalf of the Purchaser or Seller in connection herewith, no stipulation, covenant, agreement or obligation contained herein or therein shall be deemed or construed to be a stipulation, covenant, agreement, or obligation of any present or future member, officer, employee, contractor or agent of the Purchaser or Seller, or of any incorporator, member, director, trustee, officer, employee or agent of any successor to the Purchaser or Seller, in any such Person's individual capacity, and no such Person, in an individual capacity, shall be liable personally for any breach or non-observance of or for any failure to perform, fulfill or comply with any such stipulations, covenants, agreements or obligations, nor shall any recourse be had for the payment of the Purchase Price or for any claim based hereon or on any such stipulation, covenant, agreement, or obligation, against any such Person, in an individual capacity, either directly or through the Purchaser or Seller or any successor to the Purchaser or Seller, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such Person, in an individual capacity, is

hereby expressly waived and released. All references to the Purchaser in this paragraph shall be deemed to include the Purchaser, its Government members, Board members, officers, employees, contractors and agents. The provisions of this Section shall survive the termination of this Agreement.

- q. Purchaser shall bear no liability for accrued or current salaries or benefits of any kind related to Sellers construction, operation, or maintenance of the Utility System up to and including Closing.
- r. This Agreement shall be binding upon the successors and assigns of the parties hereto. Purchaser may collaterally assign its rights hereunder to any financial institution providing financing in connection with the transaction contemplated hereby. Seller may assign part or all of its rights hereunder to a qualified intermediary in connection with a like-kind exchange, and the parties hereto agree that Seller may, for its business purposes, structure the disposition of all or sum of its Property as a like-kind exchange under Internal Revenue Code Section 1031, at Seller's sole cost and expense, and Purchaser hereby agrees that Seller may structure the transaction in that manner.
- s. The Purchaser shall not be obligated to pay any liability arising out of or in any connection whatsoever with this Agreement from any funds except from the net revenues realized by the Purchaser after Closing from its ownership and operation of the Utility System. As to matters for the pre-Closing activities of its consultants and agents, Purchaser shall require that adequate insurance is in place to protect Seller from any property damage or personal injury as may be caused by said Consultants and Agents during such pre-Closing period. It is further agreed between the Purchaser and the Seller that this Agreement and any obligations arising in connection therewith, whether for payment of the Purchase Price, or for any claim of liability, remedy for breach or otherwise, shall not constitute a lien on the Utility System or any other property owned or operated by Purchaser, or any governmental member of the Florida Governmental Utility Authority.

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[EXECUTION PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed the day and year aforesaid in counterparts, each counterpart to be considered an original.

ATTEST:

NORTH FORT MYERS UTILITY, INC.

Randy H. Schenkman
R.H. SCHENKMAN
Secretary

Joel H. Schenkman
JOEL H. SCHENKMAN
President

(SEAL)

ATTEST:

FLORIDA GOVERNMENTAL UTILITY
AUTHORITY

Patricia Doyle
PATRICIA DOYLE
Board
SEAL
FLORIDA GOVERNMENTAL UTILITY AUTHORITY

By: *Robert Knight*
~~LEA ANN THOMAS~~ Robert Knight
Vice Chair

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 9th day of June, 2010 by JOEL H. SCHENKMAN, as President of North Fort Myers Utility, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me.

Jacquelyn M. Tribble
Notary Public



JACQUELYN M. TRIBBLE
Commission DD 646218
Expires June 5, 2011
Renewal Fee: \$100.00

My Commission Expires:

STATE OF FLORIDA
COUNTY OF PASCO *LLC*

The foregoing instrument was acknowledged before me this 17th day of June, 2010, by ~~Lea Ann Thomas~~ on behalf of the Board of the Florida Governmental Utility Authority. ~~She~~ *He* is personally known to me.

Robert Knight

Notary Public

Janelle D. Kusiolek

My Commission Expires:

9/18/2011



EXHIBIT "A"

Real Property

PARCEL I - WATER TREATMENT FACILITY

A PARCEL OF LAND LYING IN THE SOUTH HALF (SOUTH-1/2) OF SECTION 8, TOWNSHIP 43 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF SAID SECTION 8 RUN NORTH 00 DEG. 11' 10" EAST ALONG THE EAST LINE OF SAID SECTION FOR 2,200.00 FEET; THENCE RUN SOUTH 88 DEG. 31' 00" WEST PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER (SOUTHEAST 1/4) OF SAID SECTION FOR 2,349.44 FEET; THENCE RUN NORTH 88 DEG. 31' 33" WEST PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER (SOUTHWEST 1/4) OF SAID SECTION FOR 52.52 FEET; THENCE RUN SOUTH 00 DEG. 00' 00" EAST FOR 237.52 FEET; THENCE RUN NORTH 90 DEG. 00' 00" EAST FOR 110.00 FEET; THENCE RUN SOUTH 00 DEG. 00' 00" EAST FOR 12.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, FROM SAID POINT OF BEGINNING CONTINUE SOUTH 00 DEG. 00' 00" EAST FOR 88.00 FEET; THENCE RUN SOUTH 90 DEG. 00' 00" WEST FOR 115.00 FEET; THENCE RUN NORTH 00 DEG. 00' 00" WEST FOR 13.30 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE RUN NORTHEASTERLY ALONG AN ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 182.00 FEET (DELTA 16 DEG. 15' 05") (CHORD BEARING NORTH 16 DEG. 50' 06" EAST) (CHORD 51.45 FEET) FOR AN ARC LENGTH OF 51.63 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN NORTHEASTERLY ALONG AN ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET (DELTA 81 DEG. 17' 27") (CHORD BEARING NORTH 49 DEG. 21' 16" EAST) (CHORD 39.08 FEET) FOR AN ARC LENGTH OF 42.56 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 90 DEG. 00' 00" EAST FOR 70.44 FEET TO THE POINT OF BEGINNING. BEARINGS HEREINABOVE MENTIONED ARE DERIVED FROM THE PLAT OF INDIAN PINES UNIT ONE AS RECORDED IN PLAT BOOK 29 AT PAGES 65 THROUGH 72, PUBLIC RECORDS OF LEE COUNTY, FLORIDA. THE SOUTH LINE OF TRACT "A" AS SHOWN ON SAID PLAT BEARS SOUTH 64 DEG. 05' 00" WEST.

PARCEL II - SEWAGE TREATMENT FACILITY

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER (SOUTHWEST-1/4) OF SECTION 8, TOWNSHIP 43 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS: FROM THE SOUTH QUARTER CORNER OF SAID SECTION 8 RUN WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 8, NORTH 88 DEG. 31' 33" WEST FOR 750.28 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING CONTINUE WESTERLY ALONG SAID SOUTH LINE NORTH 88 DEG. 31' 33" WEST FOR 862.20 FEET TO THE SOUTHERLY END OF A LINE THAT INTERSECTS THE SOUTH LINE OF SAID SECTION 8 AND IS PARALLEL WITH THE EAST LINE OF SAID SECTION 8; THENCE RUN ALONG SAID PARALLEL LINE NORTH 00 DEG. 11' 10" EAST LINE FOR 831.50 FEET; THENCE RUN SOUTHEASTERLY ALONG AN ARC OF A CURVE, THE NORTH END OF SAID CURVE BEING TANGENT WITH THE LAST MENTIONED "PARALLEL LINE", SAID CURVE HAVING A RADIUS OF 480.75 FEET (DELTA 44 DEG. 11' 14") (CHORD BEARING SOUTH 21 DEG. 54' 27" EAST) (CHORD 361.64 FEET) FOR AN ARC LENGTH OF 370.76 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 44 DEG. 00' 03" EAST FOR 72.34 FEET TO A POINT OF CURVE; THENCE RUN ALONG AN ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 461.32 FEET (DELTA 13 DEG. 04' 28") (CHORD BEARING SOUTH 50 DEG. 32' 17" EAST) (CHORD 105.44 FEET) FOR AN ARC LENGTH OF 105.27 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 57 DEG. 04' 31" EAST FOR 45.34 FEET TO A POINT OF CURVE; THENCE RUN ALONG AN ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 254.02 FEET (DELTA 20 DEG. 19' 30") (CHORD BEARING SOUTH 46 DEG. 54' 46" EAST) (CHORD 89.64 FEET) FOR AN ARC

LENGTH OF 90.11 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 36 DEG. 45' 02" EAST FOR 92.20 FEET TO A POINT OF CURVE; THENCE RUN ALONG AN ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 439.30 FEET (DELTA 13 DEG. 45' 45") (CHORD BEARING SOUTH 43 DEG. 37' 54" EAST) (CHORD 105.27 FEET) FOR AN ARC LENGTH OF 105.52 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 50 DEG. 30' 41" EAST FOR 81.54 FEET TO A POINT OF CURVE; THENCE RUN ALONG AN ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 489.48 FEET (DELTA 38 DEG. 00' 52") (CHORD BEARING SOUTH 69 DEG. 31' 07" EAST) (CHORD 318.83 FEET) FOR AN ARC LENGTH OF 324.76 FEET TO THE SOUTH LINE OF SAID SECTION 8 AND THE POINT OF BEGINNING. BEARINGS HEREINABOVE MENTIONED ARE DERIVED FROM THE PLAT OF INDIAN PINES UNIT ONE, AS RECORDED IN PLAT BOOK 29, PAGES 65 THROUGH 72, PUBLIC RECORDS OF LEE COUNTY, FLORIDA. THE SOUTH LINE OF TRACT "A" AS SHOWN ON SAID PLAT BEARS SOUTH 64 DEG. 05' 00" WEST.

PARCEL III - EFFLUENT POND

A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 43 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

FROM THE SOUTH 1/4 CORNER OF SAID SECTION 8, RUN WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 8, NORTH 88 DEG. 31' 33" WEST FOR 1612.48 FEET TO THE SOUTHERLY END A LINE THAT INTERSECTS THE SOUTH LINE OF SAID SECTION 8 AND IS PARALLEL WITH THE EAST LINE OF SAID SECTION 8; THENCE RUN ALONG SAID PARALLEL LINE NORTH 00 DEG. 11' 10" EAST FOR 362.27 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING, RUN NORTH 89 DEG. 53' 39" WEST FOR 392.28 FEET; THENCE RUN NORTH 02 DEG. 16' 40" WEST FOR 151.98 FEET; THENCE RUN NORTH 87 DEG. 39' 32" EAST FOR 267.27 FEET; THENCE RUN NORTH 41 DEG. 55' 05" EAST FOR 48.86 FEET; THENCE RUN SOUTH 85 DEG. 16' 56" EAST FOR 99.59 FEET TO AN INTERSECTION WITH SAID PARALLEL LINE; THENCE RUN SOUTH 00 DEG. 11' 10" WEST ALONG SAID LINE FOR 191.67 FEET TO THE POINT OF BEGINNING. BEARINGS HEREINABOVE MENTIONED ARE DERIVED FROM THE PLAT OF INDIAN PINES UNIT ONE, RECORDED IN PLAT BOOK 29, PAGES 65 THROUGH 72, PUBLIC RECORDS OF LEE COUNTY, FLORIDA. THE SOUTH LINE OF TRACT "A" AS SHOWN ON SAID PLAT BEARS SOUTH 64 DEG. 05' 00" WEST.

PARCEL IV: EASEMENT

STRIPS OF LAND IN SECTION 8, TOWNSHIP 43 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA LYING EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINES:

A STRIP OF LAND, 30.00 FEET WIDE, LYING 15.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: FROM THE NORTHWEST CORNER OF THE THIRD PARCEL DESCRIBED IN DEED RECORDED IN OFFICIAL RECORD BOOK 1086, PAGE 797, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; RUN SOUTH 88 DEG. 31' 33" EAST ALONG THE NORTH LINE OF SAID PARCEL FOR 1526.99 FEET; THENCE RUN SOUTH 01 DEG. 29' 27" WEST PERPENDICULAR TO SAID NORTH LINE FOR 48.85 FEET TO A POINT ON THE CENTERLINE OF THE EXISTING PAVED LOOP ROAD AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE.

FROM SAID POINT OF BEGINNING, RUN EASTERLY ALONG THE EXISTING CENTERLINE OF A PAVED ROADWAY THE FOLLOWING COURSES: ALONG AN ARC OF CURVE TO THE LEFT OF RADIUS 679.36 FEET (DELTA 02 DEG. 55' 56") (CHORD BEARING SOUTH 84 DEG. 32' 25" EAST) (CHORD 34.76 FEET) FOR 34.77 FEET TO A POINT DESIGNATED "A", CONTINUE EASTERLY ALONG SAID ARC OF A CURVE TO THE LEFT OF RADIUS 679.36 FEET (DELTA 08 DEG. 50' 01") (CHORD BEARING NORTH 89 DEG. 34' 36" EAST) (CHORD 104.64 FEET) FOR 104.74 FEET TO A POINT OF TANGENCY, NORTH 85 DEGREES 09' 36" EAST FOR 69.50 FEET TO A POINT OF CURVATURE; EASTERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 5801.85 FEET (DELTA 03 DEG. 21' 24") (CHORD BEARING NORTH 86 DEG. 50' 18" EAST) (CHORD 339.85 FEET) FOR 339.90 FEET TO A POINT OF TANGENCY; NORTH 88 DEG. 31' 00" EAST FOR 436.51 FEET TO A POINT OF CURVATURE; EASTERLY ALONG AN ARC OF A CURVE TO THE

RIGHT OF RADIUS 940.51 FEET (DELTA 07 DEG. 54' 25") (CHORD BEARING SOUTH 87 DEG. 31' 47" EAST) (CHORD 129.69 FEET) FOR 129.79 FEET TO A POINT OF TANGENCY, SOUTH 83 DEG. 34' 35" EAST FOR 75.80 FEET TO A POINT OF CURVATURE; EASTERLY ALONG AN ARC OF A CURVE TO THE LEFT OF RADIUS 511.67 FEET (DELTA 21 DEG. 21' 45") (CHORD BEARING NORTH 85 DEG. 44' 33" EAST) (CHORD 189.67 FEET) FOR 190.77 FEET TO A POINT OF REVERSE CURVATURE; EASTERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 352.84 FEET (DELTA 13 DEG. 27' 20") (CHORD BEARING NORTH 81 DEG. 47' 20" EAST) (CHORD 82.67 FEET) FOR 82.86 FEET TO A POINT OF TANGENCY, NORTH 88 DEG. 31' 00" EAST FOR 754.85 FEET TO A POINT OF CURVATURE; SOUTHEASTERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 190.17 FEET (DELTA 86 DEG. 28' 20") (CHORD BEARING SOUTH 48 DEG. 14' 50" EAST) (CHORD 260.53 FEET) FOR 287.00 FEET TO A POINT OF COMPOUND CURVATURE; SOUTHERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 427.69 FEET (DELTA 13 DEG. 38' 27") (CHORD BEARING SOUTH 01 DEG. 48' 34" WEST) (CHORD 101.58 FEET) FOR 101.82 FEET TO A POINT ON A NON-TANGENT LINE; SOUTH 08 DEG. 10' 12" WEST FOR 94.12 FEET TO A POINT OF CURVATURE; SOUTHERLY ALONG AN ARC OF A CURVE TO THE LEFT OF RADIUS 423.53 FEET (DELTA 17 DEG. 27' 01") (CHORD BEARING SOUTH 00 DEG. 33' 19" EAST) (CHORD 128.50 FEET) FOR 128.99 FEET TO A POINT OF TANGENCY; SOUTH 09 DEG. 16' 49" EAST FOR 53.24 FEET TO A POINT OF CURVATURE; SOUTHERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 101.63 FEET (DELTA 05 DEG. 21' 02") (CHORD BEARING SOUTH 06 DEG. 36' 18" EAST) (CHORD 9.49 FEET) FOR 9.49 FEET TO A POINT DESIGNATED "B"; THENCE CONTINUE SOUTHERLY ALONG SAID ARC OF A CURVE TO THE RIGHT OF RADIUS 101.63 FEET (DELTA 26 DEG. 58' 56") (CHORD BEARING SOUTH 09 DEG. 33' 41" WEST) (CHORD 47.42 FEET) FOR 47.86 FEET TO A POINT OF REVERSE CURVATURE; SOUTHERLY ALONG AN ARC OF A CURVE TO THE LEFT OF RADIUS 599.87 FEET (DELTA 38 DEG. 53' 01") (CHORD BEARING SOUTH 03 DEG. 36' 38" WEST) (CHORD 399.33 FEET) FOR 407.10 FEET TO A POINT OF TANGENCY; SOUTH 15 DEG. 49' 52" EAST FOR 78.26 FEET TO A POINT OF CURVATURE; SOUTHERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 381.79 FEET (DELTA 19 DEG. 19' 26") (CHORD BEARING SOUTH 06 DEG. 10' 09" EAST) (CHORD 128.16 FEET) FOR 128.77 FEET TO A POINT OF TANGENCY; SOUTH 03 DEG. 29' 34" WEST FOR 84.62 FEET TO A POINT OF CURVATURE; SOUTHERLY ALONG AN ARC OF A CURVE TO RIGHT OF RADIUS 402.56 FEET (DELTA 06 DEG. 23' 53") (CHORD BEARING SOUTH 06 DEG. 41' 31" WEST) (CHORD 44.93 FEET) FOR 44.95 FEET TO A POINT OF TANGENCY; SOUTH 09 DEG. 53' 27" WEST FOR 35.40 FEET TO A POINT OF CURVATURE; SOUTHERLY ALONG AN ARC OF A CURVE TO THE LEFT OF RADIUS 447.37 FEET (DELTA 18 DEG. 38' 26") (CHORD BEARING SOUTH 00 DEG. 34' 14" WEST) (CHORD 144.91 FEET) FOR 145.55 FEET TO A POINT OF TANGENCY; SOUTH 08 DEG. 44' 59" EAST FOR 90.38 FEET TO A POINT OF CURVATURE; SOUTHERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 292.37 FEET (DELTA 41 DEG. 14' 09") (CHORD BEARING SOUTH 11 DEG. 52' 05" WEST) (CHORD 205.91 FEET) FOR 210.42 FEET TO A POINT OF TANGENCY; SOUTH 32 DEG. 29' 10" WEST FOR 284.86 FEET TO A POINT OF CURVATURE; SOUTHWESTERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 206.75 FEET (DELTA 56 DEG. 01' 50") (CHORD BEARING SOUTH 60 DEG. 30' 05" WEST) (CHORD 194.22 FEET) FOR 202.18 FEET TO A POINT OF TANGENCY; SOUTH 88 DEG. 31' 00" WEST FOR 362.96 FEET TO A POINT OF CURVATURE; WESTERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 758.98 FEET (DELTA 08 DEG. 17' 22") (CHORD BEARING NORTH 87 DEG. 20' 19" WEST) (CHORD 109.71 FEET) FOR 109.81 FEET TO A POINT OF REVERSE CURVATURE; WESTERLY ALONG AN ARC OF A CURVE TO THE LEFT OF RADIUS 796.94 FEET (DELTA 15 DEG. 18' 37") (CHORD BEARING SOUTH 89 DEG. 09' 04" WEST) (CHORD 212.32 FEET) FOR 212.95 FEET TO A POINT OF TANGENCY; SOUTH 81 DEG. 29' 45" WEST FOR 45.70 FEET TO A POINT OF CURVATURE; WESTERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 692.81 FEET (DELTA 07 DEG. 01' 15") (CHORD BEARING SOUTH 85 DEG. 00' 23" WEST) (CHORD 84.84 FEET) FOR 84.89 FEET TO A POINT OF TANGENCY; SOUTH 88 DEG. 31' 00" WEST FOR 1092.98 FEET TO A POINT OF CURVATURE; WESTERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 525.67 FEET (DELTA 10 DEG. 00' 08") (CHORD BEARING NORTH 86 DEG. 28' 56" WEST) (CHORD 91.65 FEET) FOR 91.77 FEET TO A POINT OF REVERSE CURVATURE; WESTERLY ALONG AN ARC OF A CURVE TO THE LEFT OF RADIUS 757.28 FEET (DELTA 11 DEG. 11' 07") (CHORD BEARING NORTH 87 DEG. 04' 26" WEST) (CHORD 147.60 FEET) FOR 147.84 FEET TO A POINT OF TANGENCY; SOUTH 87 DEG. 20' 01" WEST FOR 84.70 FEET TO A POINT OF CURVATURE; WESTERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 760.73 FEET (DELTA 04 DEG. 08' 26") (CHORD BEARING

SOUTH 89 DEG. 24' 14" WEST) (CHORD 54.96 FEET) FOR 54.98 FEET TO POINT OF TANGENCY; NORTH 88 DEG. 31' 33" WEST FOR 421.29 FEET TO A POINT OF CURVATURE; WESTERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 463.48 FEET (DELTA 38 DEG. 00' 52") (CHORD BEARING NORTH 69 DEG. 31' 07" WEST (CHORD 301.90 FEET) FOR 307.51 FEET TO A POINT OF TANGENCY; NORTH 50 DEG. 30' 41" WEST FOR 81.53 FEET TO A POINT OF CURVATURE; NORTHWESTERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 413.30 FEET (DELTA 13 DEG. 45' 45") (CHORD BEARING NORTH 43 DEG. 37' 49" WEST) (CHORD 99.04 FEET) FOR 99.28 FEET TO A POINT ON A NON-TANGENT LINE; NORTH 36 DEG. 45' 02" WEST FOR 92.20 FEET TO A POINT OF CURVATURE; NORTHWESTERLY ALONG AN ARC OF A CURVE TO THE LEFT OF RADIUS 280.02 FEET (DELTA 20 DEG. 19' 30") (CHORD BEARING NORTH 46 DEG. 54' 47" WEST) (CHORD 98.81 FEET) FOR 99.33 FEET TO A POINT OF TANGENCY; NORTH 57 DEG. 04' 32" WEST FOR 45.34 FEET TO A POINT OF CURVATURE; NORTHWESTERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 435.32 FEET (DELTA 13 DEG. 04' 28") (CHORD BEARING NORTH 50 DEG. 32' 18" WEST) (CHORD 99.12 FEET) FOR 99.34 FEET TO A POINT OF TANGENCY; NORTH 44 DEG. 00' 03" WEST FOR 72.39 FEET TO A POINT OF CURVATURE, AND NORTHERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 454.75 FEET (DELTA 44 DEG. 10' 52") (CHORD BEARING NORTH 21 DEG. 54' 37" WEST) (CHORD 342.04 FEET) FOR 350.66 FEET TO THE END OF THE HEREIN DESCRIBED CENTERLINE.

ALSO:

A STRIP OF LAND, 24.00 FEET WIDE, LYING 12.00 FEET EACH SIDE OF THE HEREIN DESCRIBED CENTERLINE: BEGINNING AT THE ABOVE-DESCRIBED POINT DESIGNATED "A", RUN SOUTH 00 DEG. 09' 39" WEST ALONG THE CENTERLINE OF THE EXISTING PAVED ROADWAY OF CONGRESSIONAL COURT, N.W. FOR 196.59 FEET TO A POINT OF CURVATURE; THENCE CONTINUE SOUTHERLY ALONG SAID CENTERLINE AND ALONG A CURVED LINE PARALLEL AND CONCENTRIC WITH A CURVED NORTHWESTERLY LINE OF PARCEL I AS DESCRIBED IN INSTRUMENT RECORDED IN OFFICIAL RECORD BOOK 1591, PAGE 2025, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, ON AN ARC OF A CURVE TO THE RIGHT OF RADIUS 170.00 FEET (DELTA 24 DEG. 48' 00") (CHORD BEARING SOUTH 12 DEG. 33' 39" WEST) (CHORD 73.01 FEET) FOR 73.58 FEET TO THE END OF THE HEREIN DESCRIBED CENTERLINE.

ALSO:

A STRIP OF LAND 100.00 WIDE, LYING IN 50.00 FEET EACH SIDE OF THE HEREIN DESCRIBED CENTERLINE: BEGINNING AT THE ABOVE-DESCRIBED POINT DESIGNATED "B", RUN SOUTH 89 DEG. 48' 50" EAST ALONG THE CENTERLINE OF A WESTERLY PROLONGATION OF LAKE FAIRWAYS BOULEVARD FOR 29.76 FEET TO THE WEST END OF SAID LAKE FAIRWAYS BOULEVARD (FORMERLY INDIAN PINES BOULEVARD) (100.00 FEET WIDE) AS SHOWN ON THE PLAT OF INDIAN PINES UNIT ONE, RECORDED IN PLAT BOOK 29, PAGES 65 THROUGH 72, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND THE END OF THE HEREIN DESCRIBED CENTERLINE. BEARINGS HEREIN ABOVE MENTIONED ARE DERIVED FROM THE PLAT OF INDIAN PINES UNIT ONE RECORDED IN PLAT BOOK 29, PAGES 65 THROUGH 72, PUBLIC RECORDS OF LEE COUNTY, FLORIDA. THE SOUTH LINE OF TRACT "A" AS SHOWN ON SAID PLAT BEARS SOUTH 64 DEG. 05' 00" WEST.

PARCEL V:

A PARCEL OR TRACT OF LAND SITUATED IN THE SOUTH HALF OF SECTION 14, TOWNSHIP 43 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST (SW) CORNER OF SAID SECTION 14; THENCE RUN S 80 DEG. 58' 37" E, ALONG THE SOUTH LINE OF SAID SECTION FOR 2940.15 FEET TO A CONCRETE MONUMENT MARKING THE EAST LINE OF THE FORMER SEABOARD COAST LINE (SCL) RAILROAD RIGHT OF WAY AND THE POINT OF BEGINNING; THENCE RUN N 11 DEG. 21' 24" W, ALONG SAID EAST LINE OF RIGHT OF WAY FOR 1632.08 FEET; THENCE RUN S 89 DEG. 58' 37" E, PARALLEL WITH THE SOUTH LINE OF SAID SECTION 14 FOR 1247.76 FEET; THENCE RUN S 00 DEG. 08' 53" E, ALONG A LINE PARALLEL WITH THE

WEST LINE OF SAID SECTION 14 FOR 1600.00 FEET TO THE SOUTH LINE OF SAID SECTION; THENCE
RUN N 89 DEG. 58' 17" W, ALONG SAID SOUTH LINE FOR 930.51 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

LANDS DESCRIBED IN CORPORATE WARRANTY DEED, BETWEEN NORTH FORT MYERS UTILITY, INC.,
AND LEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, DATED APRIL 11, 2001,
RECORDED APRIL 24, 2001 IN O.R. BOOK 3400, PAGE 1548,

AND

LANDS DESCRIBED IN QUIT-CLAIM DEED, BY NORTH FORT MYERS UTILITY, INC., A FLORIDA
CORPORATION, AND LEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, DATED
APRIL 11, 2001, RECORDED APRIL 24, 2001 IN O.R. BOOK 3400, PAGE 1550, IN THE PUBLIC RECORDS
OF LEE COUNTY, FLORIDA.

EXHIBIT "B"

Easements, licenses, etc.

EASEMENTS

Snowbird Vistas, Inc. & MHC-DeAnza Financing Limited Partnership, August 24, 1998

Colonial Bank, January 21, 2009

LB & JP Wash, Inc., May 5, 2007

RAJ Land 8, LLC, February 12, 2008

CL Ventures, LLC, July 8, 2008

GH & G Slater, LLC, April 15, 2008

Bayshore Petroleum Developers, LLC, April 15, 2008

Larry R. Belanger and K. Laurine Belanger, May 5, 2007

North Fort Myers Utility, Inc., July 5, 1992

Upriver Partners, December 19, 2006

Calvin Gaeta Development Inc., June 25, 1998

Phyllis D. Grisi, April 30, 1998

Joseph A. Webb, November 14, 2005

MHC The Heritage, LLC, January 24, 2006

Lee County Electric Cooperative, Inc., January 20, 2006

Selim Kassar & Nevenka Kassar, March 9, 2007

Florida Power & Light Company, May 8, 2007

Realmark Group, LLC, September 30, 2005

Mike Dersa, May 14, 2007

Eparchy of Passiac, May 11, 2007

That Gadsden Management, Inc., May 18, 2000

EASEMENTS (cont.)

That Gadsden Management, Inc., July 31, 1998

The Southland Corporation, April 20, 1998

Robert & Maria A. Rodde, April 13, 1999

S.W. Florida Land 411, LLC, November 22, 2005

Charles Hanning & Sandy L. Bell, April 18, 2005

Bayshore 42, LLC, April 14, 2005

North Fort Myers Lodge #2742 Benevolent and Protective Order of Elks, April 28, 2005

Eloise Stearns, December 20, 2004

George W. Vallet, Jr. & James D. Vallet, January 7, 2003

Lee County, March 15, 2005

Daniel Greenhauff, November 4, 2004

Spring Woods Mobile Home Subdivision Homeowner's Ass'n, Inc., October 25, 2004

Richard C. Swift, dba Swift's Trailer Park, Inc., January 25, 1999

MHC The Heritage, LLC, October 17, 2005

Shirley Ann Mobley, March 13, 2002

Joseph H. Miller & Hazel P. Miller, April 8, 2002

Ronald E. Youngblood & Donna L. Youngblood, February 19, 2002

Robert G. Archer & Donna J. Archer, March 21, 2002

John N. Dushek & Mary E. Dushek, February 18, 2002

Turpeinen Brothers, Inc., April 22, 2002

NHC-FL17, LP, December 27, 2006

Hoi Sang Yeung & Hing Yu Yeung, December 6, 2006

EASEMENTS (cont.)

RAJ Land 8, LLC, October 23, 2006

Del Tura Phase I, LLC & Del Tura Phase II, LLC, October 17, 2006

Del Tura Phase I, LLC & Del Tura Phase II, LLC, October 17, 2006 (Mortgagee's Consent & Subordination)

Taylor Woodrow Communities at Herons Glen, LLC, September 26, 2006

Habitat for Humanity of Lee County, Inc., September 26, 2006

Tad M. Yeatter & Randall P. Henderson, Jr., September 20, 2006

Coolidge-Ft. Myers Realty Limited Partnership, May 5, 2005

Tom Wadzuk, August 10, 2006

Richard C. Davis & Barbara J. Davis, October 14, 2005

Brian H. Young & Brenda G. Young, October 14, 2005

Lee County, June 27, 2006

Visually Impaired Persons of Southwest Florida, Incorporated, June 26, 2006

S.W. Florida Land 163, LLC, March 2, 2006

Billy Whidden, March 14, 2003

Gatorland Vistas, Inc., June 2, 2003

Peter & Heather Ennis, February 4, 2004

Geneva Snyder & Charles B. Snyder, August 3, 1993

Gatorland Vistas, Inc., February 29, 2000

Gatorland Vistas, Inc. and MHC Operating Limited Partnership, February 20, 2000

Sabal Springs Golf and Racquet Club, June 18, 1993

Flagler 251, Inc., June 18, 1993

EASEMENTS (cont.)

Mohamed H. Jebai, June 18, 1993

Flagler 251, Inc., June 18, 1993

EXHIBIT "C"

Treatment Plants, etc.

EXHIBIT "C"

TREATMENT PLANTS, ETC.

WASTEWATER

Del Prado WWTP

Structures and Improvements including the Office and Control Building;

Treatment & Disposal Equipment

3.5 MGD AADF treatment facility

Rotary Drum thickener, Aerated sludge lime stabilization tanks, lime storage and feed facilities; Polymer storage and feed system; Sludge loading facility; headworks facility with mechanical screening; grit removal; raw wastewater transfer pumping; two .5 MG aerated equalization tanks; 2 90 ft. diameter secondary clarifiers; RAS/WAS pumping; 1 traveling bridge filter; 1 reject water chlorine contact chamber; 1 skid mounted sodium hypochlorite feed system; 1 1.0 MF ground storage tank for reuse water storage; 1 reuse high service pumping station; 1 .4 MG aerobic sludge storage tank for sludge holding and partial stabilization.

Outfall Sewer Lines

Deep Wells

Del Prado Main Lift Station

Wet Well

Pumping Equipment

Odor Control

Del Prado Other Pump Stations

Wet Well

Pumping Equipment

Del Prado Pipelines

Collection Systems – Force Main

Collection System – Gravity Lines

Manholes

Reuse Distribution Mains

105 Pump Stations & associated pumping equipment

Lake Fairways WWTP

Structures & Improvements

Miscellaneous Equipment

Lake Fairways/Pine Lakes Pump Stations & pumping equipment

Lake Fairways/Pine Lakes Pipelines

Collection Systems – Force Main

Collection System – Gravity lines

Manholes

WATER

Lake Fairways WTP

Structures & Improvements

Wells & Springs

Supply Mains

Treatment Equipment

Gate Valve

Miscellaneous Equipment

Lake Fairways Pump Equipment

Pine Lakes Pipelines, Etc.

Transmission and Distribution Lines

Meters

Hydrants

EXHIBIT "D"

Certificates, permits, etc.

1. PSC Certificate Number 247-S
2. PSC Certificate Number 353-W
3. Del Prado WWTP DEP operating permit, Permit Number FLA014548
4. Del Prado WWTP DEP Well #1 - operating permit, Permit Number 128646-002-UO/1MM
5. Del Prado WWTP DEP Lime Silo operating permit, Permit Number 0710120-003-AO
6. PL/LF WWTP DEP operating permit, Permit Number FLA014463
7. Lake Fairways SFWMD Water use permit, Permit Number 36-00081-W

EXHIBIT "E"

Developer Agreements

EXHIBIT "E"

DEVELOPER AGREEMENTS

Name of Project	Date	Customer Category	ERC's
1. Herons Glen	May 10, 2005	Single Family	1,900
2. Stoneybrook North	Sept. 22, 2004	Residential	1,275
3. Oak Creek	Feb. 28, 2005		1,120
4. Bayshore Commons	April 25, 2005	Commercial	49.45
5. Northside Pavilion	November, 1993	Commercial	25
6. Tara Woods	Jan. 7, 1994	Mobile Home	378
7. Enclaves of Eagle Nest	Nov. 28, 2005	Single Family General Service	271 54.55
8. Bayshore Station Center	Nov. 28, 2005	General Service	5.64
9. Estates of Entrada	Jan. 10, 2006	Single Family Multi-Family General Service	283 1,182 61.84
10. River Bend	Feb. 23, 2006	Residential	20
11. Diplomat Mixed	March 17, 2006	Residential Commercial Service	464 10.91
12. Fountain Bridge	June 15, 2006	Residential Commercial Service	90 1
13. Bayshore Village Market Square	March 30, 2006	General Service	63.66
14. 11270 Bayshore Rd	May 16, 2006	Residential	47
15. Raymond Building Supply	Nov. 17, 2006	General Service	15.13

16. Bayshore Self Storage	Dec. 6, 2006	General Service	4.62
17. Bayshore Road Convenience Store	April 13, 2007	General Service	2.45
18. Yeatter and Henderson	Jan. 27, 1998	Assisted Living Center	21.56
		Retail Stores	30
		Carwash/store	14.55
		Retail Store	5
19. Win-Del Prado Walgreens	June 28, 2007	General Service	79.55
20. Palermo	June 12, 2006	Single Family	427
		Multi-Family	802
		General Service	41.56
21. Sunseekers RV Park	Feb. 11, 2009	RV Sites	77
22. Adult Day Care	March 19, 2009	General Service	5.4
23. Upriver RV Resort	March 22, 2006	RV Sites	53
		Commercial	1
24. Bayshore Commons Commercial Park	Feb. 28, 2006	General Service	22.2
25. Pioneer Village RV Resort	Dec. 27, 2006	RV Sites	189
		Manufactured Homes	145
26. Del Tura Phase I & II	Oct. 17, 2006	Commercial	19.7
		Mobile Home Sites	977
27. Del Tura Plaza Shopping Center	Nov. 19, 1993	General Service	198
28. Merchants Crossing Shopping Center	March 23, 1992	Commercial	235.4
29. American Legion Post 336	May 6, 2010	Commercial	2.5

EXHIBIT "F"

Contracts and Leases

1. LCU Purchase Water Agreement dated October 1, 2002
2. Verizon Wireless Land Lease Agreement dated March 8, 2004
3. Verizon Wireless Non-Disturbance Agreement dated March 8, 2004
4. Embarq Florida, Inc. Cable Easement dated April 15, 2008
5. Seminole Gulf RR license agreement dated July 7, 2005
6. Karle Enviro-Organic agreement dated August 13, 2008
7. State of FL Sovereignty submerged land easement dated January 11, 2008
8. City of Cape Coral bulk WW service agreement and addendum dated December 15, 2003
9. City of Cape Coral WW reuse agreement December 6, 2004
10. Pine Lake MHC Systems, Inc. reuse agreement dated November 1, 1994
11. Herons Glen Recreation District reuse agreement dated March 29, 2007
12. Magnolia Landing reuse agreement dated May 10, 2005
13. Del Tura reuse agreement dated October 17, 2006
14. CL Ventures (Palezno) reuse agreement dated October 18, 2006
15. Six Lakes Country Club reuse agreement dated December 8, 1992
16. Seago Properties (River Bend) reuse agreement dated January 8, 1982
17. Rick & Cheryl Joyce (Treefarm) reuse agreement dated April 23, 2001
18. Sabal Springs Golf and Raxquet Club reuse agreement dated September 7, 1989

EXHIBIT "G"

Pending Legal Actions

NONE

EXHIBIT "H"

Service Area

NORTH FORT MYERS UTILITY, INC.
WASTEWATER TARIFF

EIGHTH REVISED SHEET NO. 3.1
CANCELS SEVENTH REVISED SHEET NO. 3.1

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

Order No. 19059 in Docket No. 871306-SU extended territory, and included a complete rewrite of the territory description. In the rewrite, this order included the territory in Orders Nos. 8025, 11300, 12572, and 15659. The service areas certificated by the Florida Public Service Commission to Forest Park Mobile Home Park/Vista Villages, Inc., Mobile Land and Title Company/Carriage Village, Sun-up South/Lazy Days Village, Laurel Estates Mobile Village, Inc./Lake Arrowhead Village, Tamiami Village, Florida Cities Water Company and Buccaneer Estates had been excluded from Order No. 19059, because the utilities had their own wastewater treatment plant, and collection system. Also, Order No. 19059 excluded the territory commonly known as the Del Tura Shopping Center. The Del Tura territory was granted to the utility in Docket No. 920037-SU. Certain property West of U.S. Highway 41, North of County Road 78A, and South of State Road 78 was included in Docket No. 931040-SU. The territory on the following pages includes that granted by Order No. 19059, all of the area utilities excluded in the order above except for Florida Cities Water Company, which was purchased by Lee County. The service area was also extended to the Del Tura Shopping Center, the Fountain View RV Resort and the Northside Pavilion. In Docket No. 991494-SU the utility acquired the Forest Park collection system. The utility had already been serving these customers wastewater service, which was authorized in Docket No. 920273-SU.

(Continued on Sheet No. 3.2)

Jack Schenkman
ISSUING OFFICER

NORTH FORT MYERS UTILITY, INC.
WASTEWATER TARIFF
(Continued from Sheet No. 3.1)

FIFTH REVISED SHEET NO. 3.2
CANCELS FOURTH REVISED SHEET NO. 3.2

DESCRIPTION OF TERRITORY SERVED

That part of Lee County, Florida lying north of the Caloosahatchee River, west of I-75 and east and north of a line running from the Caloosahatchee River along River Road to its intersection with Pondella Road, thence west along Pondella Road to Yellow Fever Creek, then north along Yellow Fever Creek to Pine Island Road (SR 78), then west along Pine Island Road to the city limits of Cape Coral in Section 4, T44S, R24E, then following the municipal boundary of Cape Coral north until reaching the Southwest corner of Section 21, T43S, R24E, then east to the Southeast corner of the said Section 21, T43S, R24E, then north to the Northeast corner of the said Section 21, T43S, R24E, then east to U.S. 41, then north along U.S. 41 to the northern Section line of Section 16, T43E, R24E, then west along said section line to the northwest corner of Section 17, then north along the line separating Sections 7 and 8 to the northwest corner of Section 8, then east along the northern section of Sections 8 and 9 to U.S. 41, then north along U.S. 41 to the Charlotte County line, less that area west of I-75 designated as "general interchange" at Bayshore Road and I-75 in the Lee County Land Use Map, the service areas certificated by the Florida Public Service Commission to Florida Cities Water Company, and less and except the following described property:

A parcel of land in Sections 2, 3, 4, 5, & 10, Township 43 South, Range 24 East, Lee County, Florida, more particularly described as follows:

Commence at the Northeast corner of Section 3, Township 43 South, Range 24 East; thence N.89°57'30"W. along the north line of the northeast one quarter of said Section 3 for 355.01 feet to an intersection with the westerly right of way line of the former S.A.L. Railroad and the Point of Beginning of the herein described parcel of land; thence continue N.89°57'30"W. along said north line for 2313.55 feet to the northeast corner of the northwest one quarter of said Section 3; thence S.89°48'38"W. along the north line of said northwest one quarter for 2667.53 feet to the northwest corner of said Section 3; thence N.89°42'40"W. along the north line of Section 4, Township 43 South, Range 24 East for 5335.96 feet to the northwest corner of said section 4; thence S.89°33'20"W. along the north line of the northeast one quarter of Section 5, Township 43 South, Range 24 East for 1871.76 feet to an intersection with the northeasterly line of North Fort Myers Park according to the plat thereof as recorded in Plat Book 9, Page 113 of the Public Records of Lee County, Florida; thence S.26°03'40"E. along said northeasterly line for 318.64 feet to an intersection with the southeasterly line of Lot 3 of said plat of North Fort Myers Park; thence S.63°56'20"W. along said southeasterly line for 300.77 feet to an intersection with the northeasterly right of way line of Tamiami Trail (S.R. 45, U.S. 41) being a point on the arc of a

(Continued on Sheet No. 3.3)

Jack Schenkman
ISSUING OFFICER

President
TITLE

NORTH FORT MYERS UTILITY, INC.
WASTEWATER TARIFF

FIRST REVISED SHEET NO. 3.3
CANCELS ORIGINAL SHEET NO. 3.3

WASTEWATER TARIFF

(Continued from Sheet No. 3.2)

circular curve concave to the southwest said point bearing N.63-13'24"E. from the radius point of said curve; thence southeasterly along the arc of said curve having for its elements a radius of 7739.44 feet and a central angle of 0-42'56" for 96.66 feet to the point of tangency; thence S.26-03'40"E. along said northeasterly right of way line for 1943.40 feet to an intersection with the southeasterly line of the northwesterly one half of Lot 24 of the aforementioned plat of North Fort Myers Park; thence N.63-56'20"E. along said southeasterly line for 300.17 feet to an intersection with the aforementioned northeasterly line of North Fort Myers Park; thence N.26-03'40"W. along said northeasterly line for 4.46 feet to an intersection with the southerly line of that certain parcel of land described in Official Records Book 1032 at Page 707 of the aforementioned public records; thence N.89-48'47"E. along said southerly line for 3357.09 feet to an intersection with the east line of that certain parcel of land described in Official Record Book 410 at Page 690 of the aforementioned Public Records; thence S.0-06'41"E. along said east line for 2040.37 feet to an intersection with the south line of that certain parcel of land described in Deed Book 224 at Page 437 of the aforementioned Public Records; thence S. 89-48'47"W. along said south line for 2698.40 feet to an intersection with the aforementioned northeasterly right of way line of Tamiami Trail; thence S.26-03'40"E. along said northeasterly right of way line for 370.00 feet; thence N.89-48'47"E. for 3845.26 feet; thence N.0-11'13"W. for 332.91 feet to an intersection with the aforementioned south line of that certain parcel of land described in Deed Book 224 at Page 437 of the aforementioned Public Records; thence N.89-48'47"E. along said south line for 4368.87 feet to an intersection with the northerly extension of the west line of that certain parcel of land described in Official Record Book 388 at Page 80 of the aforementioned Public Records; thence S.0-02'36"W. along said northerly extension and along the west line of said parcel for 2553.91 feet; thence S.89-56'45"E. along the south line of said parcel for 1711.91 feet; thence N.0-02'36"E. along the east line of said parcel for 16.72 feet to an intersection with the south line of that certain parcel of land described in Official Record Book 1516 at Page 1802 of the aforementioned Public Records; thence S.89-56'45"E. along said south line for 441.17 feet; thence N.0-02'36"E. along the east line of said parcel for 2546.26 feet to an intersection with the aforementioned south line of that certain parcel of land described in Deed Book 224 at Page 437 of the aforementioned Public Records; thence N.69-48'47"E. along said south line for 775.85 feet to an intersection with the aforementioned westerly right of way line of the former S.A.L. Railroad; thence N. 11-11'01"W. along said westerly right of way line for 4190.51 feet to the Point of Beginning.

Jack Schenkman
ISSUING OFFICER

President
TITLE

NORTH FT. MYERS UTILITY, INC.
WASTEWATER TARIFF

(continued from sheet no. 3.3)

LESS AND EXCEPT:

(JUDD CREEK EAST UTILITY ANNEX PARCEL)

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 3 AND 4, TOWNSHIP 44 SOUTH, RANGE 24 EAST, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 3, ALSO BEING THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE N.89°58'48"E. ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 3, FOR 360.00 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE APPROXIMATE CENTERLINE OF YELLOW FEVER CREEK FOR THE FOLLOWING 19 CALLS: THENCE S.00°01'31"W., FOR 163.86 FEET; THENCE S.16°42'38"E., FOR 274.23 FEET; THENCE S.12°48'47"E., FOR 174.29 FEET; THENCE S.28°50'55"E., FOR 196.92 FEET; THENCE S.46°53'44"E., FOR 196.92 FEET; THENCE S.73°58'38"E., FOR 145.68 FEET; THENCE N.71°23'52"E., FOR 145.68 FEET; THENCE N.57°39'00"E., FOR 143.63 FEET; THENCE N.73°42'57"E., FOR 143.63 FEET; THENCE S.69°49'14"E., FOR 152.01 FEET; THENCE S.16°41'16"E., FOR 152.01 FEET; THENCE S.21°35'27"E., FOR 89.92 FEET; THENCE S.86°48'43"E., FOR 89.92 FEET; THENCE N.58°26'58"E., FOR 48.26 FEET; THENCE N.63°57'47"E., FOR 68.76 FEET; THENCE S.81°44'18"E., FOR 68.76 FEET; THENCE S.84°26'51"E., FOR 87.41 FEET; THENCE N.30°21'00"E., FOR 87.41 FEET; THENCE N.22°59'32"E., FOR 69.57 FEET; THENCE N.75°02'36"E., FOR 183.08 FEET; THENCE S.84°10'13"E., FOR 86.12 FEET; THENCE N.02°50'09"W., LEAVING SAID APPROXIMATE CENTERLINE, ALONG A NORTHERLY PROLONGATION OF THE WEST LINE OF JUDD PARK, AS DESCRIBED IN DEED BOOK 302, PAGE 181, LEE COUNTY PUBLIC RECORDS, FOR 158.97 FEET; THENCE S.89°33'46"E., PARALLEL WITH AND 25.00 FEET NORTHERLY OF (AS MEASURED ON A PERPENDICULAR) THE NORTHERLY LINE OF SAID JUDD PARK, FOR 370.00 FEET; THENCE N.02°19'16"W., ALONG THE WEST RIGHT-OF-WAY LINE OF BROWN ROAD, BEING A 50 FOOT WIDE COUNTY ROAD AS DESCRIBED IN DEED BOOK 273 AT PAGE 447, SAID PUBLIC RECORDS, FOR 325.39 FEET; THENCE N.89°25'56"W., ALONG THE SOUTHERLY BOUNDARY OF MARIANA PARK THIRD ADDITION, A SUBDIVISION, AS RECORDED IN PLAT BOOK 12, PAGE 61, SAID PUBLIC RECORDS, FOR 751.45 FEET; THENCE N.03°22'16"W., PARALLEL WITH AND 25.00 FEET WESTERLY OF (AS MEASURED ON A PERPENDICULAR) THE WEST LINE OF LOT 34, SAID MARIANA PARK THIRD ADDITION, FOR 300.24 FEET; THENCE N.89°26'21"W., ALONG THE SOUTHERLY RIGHT OF WAY LINE OF EVERGREEN ROAD, FOR 25.00 FEET; THENCE N.05°18'56"W., ALONG THE WESTERLY RIGHT OF WAY LINE OF HERRON ROAD, FOR 50.26 FEET; THENCE N.89°26'21"W., ALONG THE NORTH LINE OF LOT 33A, SAID MARIANA PARK THIRD ADDITION, FOR 326.72 FEET; THENCE N.05°18'56"W., FOR 831.50 FEET ALONG THE WESTERLY LINE OF SAID MARIANA PARK THIRD ADDITION; THENCE N.84°41'04"E., ALONG THE SOUTH LINE OF LOT 27, SAID MARIANA PARK THIRD ADDITION. FOR 325.00 FEET; THENCE N.05°18'56"W., ALONG SAID WESTERLY RIGHT OF WAY LINE OF HERRON ROAD, FOR 149.96 FEET; THENCE S.84°42'04"W., ALONG THE NORTH LINE OF SAID LOT 27, FOR

(continued to sheet no. 3.5)

Jack Schenkman
President

NORTH FT. MYERS UTILITY, INC.
WASTEWATER TARIFF

(continued from sheet no. 3.4)

325.00 FEET; THENCE N.05°18'56"W., ALONG SAID WESTERLY LINE OF SAID MARIANA PARK THIRD ADDITION, FOR 619.86 FEET; THENCE N.84°41'04"E., PARALLEL WITH AND 20.00 FEET NORTHERLY OF (AS MEASURED ON A PERPENDICULAR) THE SOUTH LINE OF LOT 22, SAID MARIANA PARK THIRD ADDITION, FOR 325.00 FEET; THENCE N.05°18'56"W., ALONG SAID WESTERLY RIGHT OF WAY LINE OF HERRON ROAD, FOR 130.00 FEET; THENCE S.84°41'04"W., ALONG THE NORTH LINE OF SAID LOT 22, FOR 325.00 FEET; THENCE N.05°18'56"W., ALONG SAID WESTERLY LINE OF MARIANA PARK THIRD ADDITION, FOR 949.34 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF PINE ISLAND ROAD (STATE ROAD 78); THENCE N.89°57'42"W., ALONG SAID SOUTHERLY RIGHT OF WAY LINE, FOR 1171.62 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 2814.79 FEET, A CENTRAL ANGLE OF 01°52'49", A CHORD BEARING OF S.89°05'53"W. AND A CHORD LENGTH OF 92.38 FEET; THENCE ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, AN ARC LENGTH OF 92.38 FEET TO THE END OF SAID CURVE; THENCE S.01°45'25"E., ALONG SAID RIGHT OF WAY LINE, FOR 31.67 FEET TO A POINT ON A CURVE TO THE LEFT, HAVING: A RADIUS OF 1879.27 FEET, A CENTRAL ANGLE OF 19°08'41", A CHORD BEARING OF S.78°40'51"W. AND A CHORD LENGTH OF 625.02 FEET; THENCE ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, AN ARC LENGTH OF 627.94 FEET; THENCE ALONG SAID APPROXIMATE CENTERLINE OF YELLOW FEVER CREEK THE FOLLOWING 15 CALLS: THENCE S.69°04'29"E., FOR 194.50 FEET; THENCE N.75°26'01"E., FOR 144.58 FEET; THENCE S.35°03'06"E., FOR 297.25 FEET; THENCE N.76°42'00"E., FOR 156.46 FEET; THENCE S.21°22'54"E., FOR 384.26 FEET; THENCE S.17°34'11"W., FOR 203.67 FEET; THENCE S.85°57'28"W., FOR 244.08 FEET; THENCE S.03°14'07"E., FOR 371.64 FEET; THENCE S.39°18'19"E., FOR 333.39 FEET; THENCE N.67°35'43"E., FOR 290.07 FEET; THENCE S.65°10'59"E., FOR 247.45 FEET; THENCE S.08°35'18"E. FOR 179.58 FEET; THENCE S.21°19'44"W., FOR 147.46 FEET; THENCE S.02°54'45"W., FOR 395.84 FEET; THENCE S.06°38'13"W., FOR 383.24 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 4770541 SQUARE FEET OR 109.52 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 44 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, AS BEARING S.89°58'48"W

(continued to sheet no. 3.6)

Jack Schenkman
President

NORTH FORT MYERS UTILITY, INC.
WASTEWATER TARIFF

(continued from sheet no. 3.3)

DESCRIPTION OF TERRITORY SERVED

Order No. 12225, July 12, 1983

Township 43 South - Range 24 E

Section 8 and 9

Beginning at the Southeast corner of said Section 8, and continuing South 88 degrees 31 minutes 00 seconds West, 2349.44 feet; thence North 88 degrees, 31 minutes 33 seconds West, 1612.48 feet; thence North 0 degrees 11 minutes 10 seconds East, 2200.0 feet; thence South 88 degrees 31 minutes 00 seconds East, 2349.44 feet; thence North 0 degrees 11 minutes 10 seconds East, 362.19 feet; thence South 89 degrees 51 minutes 50 seconds East, 1360.22 feet; thence North 64 degrees 05 minutes 00 seconds East, 380.0 feet; to the West right of way line of US 41; thence South 25 degrees 55 minutes 00 seconds East along said right of way line 1420.27 feet; thence South 25 degrees 57 minutes 31 seconds East, 349.0 feet; thence South 64 degrees 48 minutes 12 seconds West, 380.03 feet to a point on the FP&L easement; thence North 25 degrees 57 minutes 37 seconds West along said easement 30.72 feet; thence South 63 degrees 06 minutes 52 seconds West, 2210.55 feet; thence North 89 degrees 59 minutes 48 seconds West, 154.91 feet; to the POINT OF BEGINNING.

JACK SCHENKMAN
ISSUING OFFICER

PRESIDENT
TITLE

(continued from sheet no. 3.4)

DESCRIPTION OF TERRITORY SERVED

Order NO. 17020, December 24, 1986

SECTION 8, T. 43 S., R. 24 E.
LEE COUNTY, FLORIDA

A tract or parcel of land lying in Section 8, Township 43 South, Range 24 East, Lee County, Florida which tract or parcel is described as follows:

Beginning at the northeast corner of that parcel described in deed recorded in Official Record Book 1086 at page 797, Lee County Records run S 88° 31' 00" W parallel with the south line of the southeast quarter (SE-1/4) of said Section 8 along the north line of said parcel for 2,349.30 feet to an intersection with a line parallel with and 2,200 feet north of (as measured on a line parallel with the east line of Section 8) the south line of the southwest quarter (SW-1/4) of said Section 8 said point being at the directional change on the north line of said parcel; thence run N 88° 31' 33" W along said parallel line along the north line of said parcel for 1612.32 feet to the northwest corner of said parcel; thence run S 00° 11' 10" W, parallel with the east line of said Section 8 along the west line of said parcel for 2,200.00 feet to the south line of said Section 8; thence run N 88° 31' 33" W along said south line for 1032.12 feet to the southwest corner of said Section 8; thence run N 02° 22' 02" W along the west line of the southwest quarter (SW-1/4) of said Section 8 for 2,689.76 feet to the northwest corner of said fraction of a section; thence run N 02° 13' 44" E along the west line of the northwest quarter (NW-1/4) for 1,979.63 feet to the southwest corner of the north half (N-1/2) of the north half (N-1/2) of the north half (N-1/2) of said Section 8; thence run along the south line of said fraction of a section, S 89° 31' 02" E for 2,339.65 feet, S 89° 51' 51" E for 2,701.74 feet to the southeast corner of said fraction of a section; thence run S 00° 11' 10" W along the east line of said Section 8 for 2,446.83 feet to the Point of Beginning.

Containing 344.37 acres of land more or less.

JACK SCHENKMAN
ISSUING OFFICER

PRESIDENT
TITLE

NORTH FORT MYERS UTILITY, INC.
WASTEWATER TARIFF

(continued from sheet no. 3.5)

DESCRIPTION OF TERRITORY SERVED

SECTION 9, T. 43 S., R. 24 E.
LEE COUNTY, FLORIDA
WOLFF PARCEL

A tract or parcel of land lying in Section 9, Township 43 South, Range 24 East, Lee County, Florida which tract or parcel is described as follows:

From the intersection of the north line of said Section 9 and the former westerly right-of-way line (100 feet from the centerline) of State Road 45 run S 25° 53' 00" E along said former right-of-way line for 400.00 feet; thence run S 64° 07' 00" W, perpendicular with said former right-of-way line, for 60.00 feet, to the new westerly right-of-way line (160 feet from the centerline) of State Road 45, as described in instrument recorded in Official Record book 1080 at page 190, Lee County Records and the Point of Beginning.

From said Point of Beginning run S 25° 53' 00" E along said new right-of-way line for 360.53 feet to a point of transitional right-of-way width of said State Road 45; thence run S 25° 30' 05" E along said transitional right-of-way line for 239.47 feet; thence run S 64° 07' 00" W, perpendicular with the former right-of-way line of said State Road 45, for 1,002.93 feet to the west line of said Section 9; thence run N 00° 11' 10" E along said west line for 667.96 feet to an intersection with a line perpendicular to said former right-of-way line passing through the Point of Beginning; thence run N 64° 07' 00" E along said perpendicular line for 710.98 feet to the Point of Beginning.

SUBJECT TO a 100 foot Florida Power & Light Company Transmission Line Easement, the centerline of which being parallel with and 500 feet southwesterly of the former right-of-way line (100 feet from the centerline) of said State Road 45.

JACK SCHENKMAN
ISSUING OFFICER
PRESIDENT
TITLE

NORTH FORT MYERS UTILITY, INC.
WASTEWATER TARIFF

(continued from sheet no. 3.6)

DESCRIPTION OF TERRITORY SERVED

SECTION 9, T. 43 S., R. 24 E.
LEE COUNTY, FLORIDA
SALVATORE PARCEL

A tract or parcel of land lying in Section 9, Township 43 South, Range 24 East, Lee County, Florida which tract or parcel is described as follows:

From the intersection of the north line of said Section 9 and the former westerly right-of-way line (100 feet from the centerline) of State Road 45 run S 25° 53' 00" E along said former right-of-way line for 1,000.00 feet; thence run S 64° 07' 00" W, perpendicular with said former right-of-way line, for 61.60 feet to a point on the new right-of-way line as described in instrument recorded in Official Record book 1001 at page 781, Lee County Records and the Point of Beginning. From said Point of Beginning continue S 64° 07' 00" W along said perpendicular line for 1,002.93 feet to the west line of said Section 9; thence run S 00° 11' 10" W along said west line for 293.45 feet to the southwest corner of the north half (N-1/2) of the northwest quarter (NW-1/4) of the southwest quarter (SW-1/4) of the northwest quarter (NW-1/4) of said Section 9; thence run S 89° 51' 49" E along the south line of said fraction of a section for 827.35 feet to an intersection with a line parallel with and 450 feet southwesterly of said former right-of-way line; thence run N 25° 53' 00" W along said parallel line for 376.53 feet to an intersection with a southwesterly prolongation of the southeasterly line of that parcel of land recorded in Deed Book 247 at page 447 of the land records of Lee County, Florida; thence run N 64° 07' 00" E along said southwesterly prolongation for 386.74 feet to an intersection with the new right-of-way line of said State Road 45; thence run N 25° 30' 05" W along said new right-of-way line for 250.01 feet to the Point of Beginning.

SUBJECT TO a 100 foot Florida Power & Light Company Transmission Line Easement, the centerline of which being parallel with and 500 feet southwesterly of the former right-of-way line (100 feet from the centerline) of said State Road 45.

JACK SCHENKMAN
ISSUING OFFICER
PRESIDENT
TITLE

NAME OF COMPANY: NORTH FT. MYERS UTILITY, INC.

WASTEWATER TARIFF

(continued from Sheet No. 3.9)

**DESCRIPTION OF TERRITORY SERVED
ORDER NO. PSC-02-0481-POF-SU**

That part of Lee County, Florida, lying in Township 43 South, Range 25 East, north of the Caloosahatchee River and northeasterly of 1-75 more particularly described as follows:

In Township 43 South, Range 25 East, Lee County:

From an intersection with the north line of Section 18 and 1-75, run east along the north line of Sections 18, 17, 16, and 15, to the north quarter section corner of said Section 15; thence run south along the north-south quarter section line of said Section 15 and continuing south along the north-south quarter section line of Section 22, to an intersection with the line that is 500 feet north of (as measured on a perpendicular) and parallel with Bayshore Road; thence run easterly and northeasterly along said line that is 500 feet north of (as measured on a perpendicular) and parallel with Bayshore Road, to the east line of Township 43 South, Range 25 East; thence run southwesterly along the Caloosahatchee River to 1-75; thence run northwesterly along 1-75 to the north line of said Section 18, to the point of beginning.

AND

That part of Lee County, Florida, lying in Section 21, Township 43 South, Range 25 East, west of 1-75 and north of Bayshore Road and designated as general interchange at Bayshore Road and 1-75 on the Lee County Land Use Map.

LESS AND EXCEPT the South 500 feet of the Northwest quarter of the Southeast quarter, and the South 500 feet of the West quarter of the Northeast quarter of the Southeast quarter, all in Section 23, Township 43 South, Range 25 East.

That part of Lee County, Florida, lying in Township 43 South, Range 24 East, west of U. S. Highway 41, more particularly described as follows:

In Township 43 South, Range 24 East, Lee County:

That part of Section 4 lying south and west of U. S. Highway 41 as it is now established; the East half of Section 5, lying south and west of U. S. Highway 41 as it is now established.

(Continued on Sheet No. 3.11)

Jack Schenkman
President

(Continued from Sheet No. 3.10)

DESCRIPTION OF TERRITORY SERVED
ORDER NO. PSC-06-0055-PAA-SU

Township 43 South, Range 24 East
Sections 2, 3, 4, 5, & 10

A parcel of land in Sections 2, 3, 4, 5, & 10, Township 43 South, Range 24 East, Lee County, Florida, more particularly described as follows:

Commence at the NE corner of Section 3, Township 43 South, Range 24 East; thence N.89°57'30"W., along the north line of the NE 1/4 of said Section 3 for a distance of 355.01 feet to an intersection with the westerly right of way line of the former S.A.L. Railroad and the Point of Beginning of the herein described parcel of land; thence continue N.89°57'30"W., along said north line for a distance of 2,313.55 feet to the NE corner of the NW 1/4 of said Section 3; thence S.89°48'38"W., along the north line of said NW 1/4 for a distance of 2,667.53 feet to the NW corner of said Section 3; thence N.89°42'40"W., along the north line of Section 4, Township 43 South, Range 24 East, for a distance of 5,335.96 feet to the NW corner of said Section 4; thence S.89°33'20"W., along the north line of the NE 1/4 of Section 5, Township 43 South, Range 24 East, for a distance of 1,871.76 feet to an intersection with the northeasterly line of North Fort Myers Park according to the plat thereof as recorded in Plat Book 9, Page 113 of the public records of Lee County, Florida; thence S.26°03'40"E., along said northeasterly line for a distance of 318.66 feet to an intersection with the southeasterly line of Lot 3 of said plat of North Fort Myers Park; thence S.63°56'20"W., along said southeasterly line for a distance of 300.77 feet to an intersection with the northeasterly right of way line of Tamiami Trail (State Road 45, U.S. 41) being a point on the arc of a circular curve concave to the southwest, said point bearing N.63°13'24"E., from the radius point of said curve; thence southeasterly along the arc of said curve having for its elements a radius of 7,739.44 feet and a central angle of 0°42'56" for a distance of 96.66 feet to the point of tangency; thence S.26°03'40"E., along said northeasterly right of way line for a distance of 1,943.40 feet to an intersection with the southeasterly line of the northwesterly one half of lot 24 of the aforementioned plat of North Fort Myers Park; thence N.63°56'20"E., along said

(Continued on Sheet No. 3.12)

Jack Schenkman
ISSUING OFFICER
President

TITLE

(Continued from Sheet No. 3.11)

southeasterly line for a distance of 300.17 feet to an intersection with the aforementioned northeasterly line of North Fort Myers Park; thence N.26°03'40"W., along said northeasterly line for a distance of 4.46 feet to an intersection with the southerly line of that certain parcel of land described in Official Record Book 1032 at Page 707 of the aforementioned public records; thence N.89°48'47"E., along said southerly line for a distance of 3,357.09 feet to an intersection with the east line of that certain parcel of land described in Official Record Book 410 at Page 690 of the aforementioned public records; thence S.00°06'41"E., along said east line for a distance of 2,040.37 feet to an intersection with the south line of that certain parcel of land described in Deed Book 224 at Page 437 of the aforementioned public records; thence S.89°48'47"W., along said south line for a distance of 2,698.40 feet to an intersection with the aforementioned northeasterly right of way line of Tamiami Trail; thence S.26°03'40"E., along said northeasterly right of way line for a distance of 370.00 feet; thence N.89°48'47"E., for a distance of 3,845.26 feet; thence N.00°11'13"W., for a distance of 332.91 feet to an intersection with the aforementioned south line of that certain parcel of land described in Deed Book 224 at Page 437 of the aforementioned public records; thence N.59°48'47"E., along said south line for a distance of 4,368.87 feet to an intersection with the northerly extension of the west line of that certain parcel of land described in Official Record Book 388 at Page 80 of the aforementioned public records; thence S.00°02'36"W., along said northerly extension and along the west line of said parcel for a distance of 2,553.91 feet; thence S.89°56'45"E., along the south line of said parcel for a distance of 1,711.91 feet; thence N.00°02'36"E., along the east line of said parcel for a distance of 16.72 feet to an intersection with the south line of that certain parcel of land described in Official Record Book 1516 at Page 1802 of the aforementioned public records; thence S.89°56'45"E., along said south line for a distance of 441.17 feet; thence N.00°02'36"E., along the east line of said parcel for a distance of 2,546.26 feet to an intersection with the aforementioned south line of that certain parcel of land

(Continued on Sheet No. 3.13)

Jack Schenkman
ISSUING OFFICER
President
TITLE

(Continued from Sheet No. 3.12)

described in Deed Book 224 at Page 437 of the aforementioned public records; thence N.89°48'47"E., along said south line for a distance of 775.85 feet to an intersection with the aforementioned westerly right of way line of the former S.A.L. Railroad; thence N.11°11'01"W., along said westerly right of way line for a distance of 4,190.51 feet to the Point of Beginning.

Township 43 South, Range 24 East

Section 4 A tract or parcel of land lying in Section 4, Township 43 South, Range 24 East, Lee County, Florida, which tract or parcel is described as follows:

From the SE corner of Lot 45 of Unit No. 1, North Fort Myers Park according to a plat thereof recorded in Plat Book 9 at Page 113 public records of Lee County, Florida, run S.89°59'E., along the south line of the lands conveyed by Deed recorded in Deed Book 224 at Page 437 of said public records and along the south line of Section No. 1, Unit No. 1, Lakeville, according to a plat thereof recorded in Plat Book 10, Page 48 of said public records and Section No. 1, Unit No. 2, Lakeville, according to a plat thereof recorded in Deed Book 298 at Pages 303 to 306, inclusive, of said public records for a distance of 1,940 feet to the SE corner of said Section No. 1, Unit No. 2 and the Point of Beginning of the lands herein described:

From said Point of Beginning continue S.89°59'E. along the south line of the lands conveyed by said Deed recorded in Deed Book 224 at Page 437, for a distance of 425 feet to a concrete monument at the SW corner of the lands described in and conveyed by Deed recorded in Deed Book 300, Page 633, of said public records; thence run N.00°01'E., along the west line of said lands for a distance of 2,040 feet to a point in the centerline of a roadway easement 80 feet wide which point is marked by a concrete monument; thence run N.89°59'W., along said centerline for a distance of 500 feet to a point on a prolongation of the east line of said Section No. 1, Unit No. 2, Lakeville, which point is 40 feet north of the NE corner of said Section No. 1, Unit No. 2; thence run south along said prolongation and along the easterly boundary of said Section No. 1, Unit No. 2, S.00°01'W., for a distance of 335 feet, thence run S.89°59'E., for a distance of 60 feet, thence run

(Continued on Sheet No. 3.14)

Jack Schenkman
ISSUING OFFICER
President
TITLE

NORTH FORT MYERS UTILITY, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 3.13)

S.00°01'W., for a distance of 600 feet to a point of curvature; thence run southeasterly along the arc of a curve of radius 236.25 feet for a distance of 131.72 feet, thence run S.89°59'E., for a distance of 39.71 feet, thence run S.00°01'W., for a distance of 125 feet, thence run N.89°59'W., for a distance of 35.48 feet, thence run S.00°01'W., for a distance of 650 feet, thence run N.89°59'W., for a distance of 25 feet, and thence run S.00°01'W., for a distance of 205 feet to the SE corner of said Section No. 1, Unit No. 2, Lakeville, and the Point of Beginning.

Subject to roadway easements over and along the north 40 feet and over and along the north 80 feet of the south 855 feet being an extension of Lakeville Drive as shown on said plat of Section No. 1, Unit No. 2, Lakeville. Also granting an easement for roadway purposes over and along a strip of land 40 feet in width north of and adjacent to the northern boundary of the above described lands* and an easement for roadway purposes 80 feet in width extending from the westerly boundary of the above described lands westerly along the northern boundaries of said Section No. 1, Unit No. 2, and Section No. 1, Unit No. 1 of Lakeville and through Lot 24 of said Unit No. 1, Fort Myers Park to the Tamiami Trail (State Road No. 45).

(Continued to Sheet No. 3.15)

Jack Schenkman
ISSUING OFFICER
President
TITLE

NORTH FORT MYERS UTILITY, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 3.14)

DESCRIPTION OF TERRITORY SERVED

Del Tura Territory

Order No. 10310

A parcel of land lying in Section 16, Township 43 South, Range 24 East, Lee County, Florida, more particularly described as follows:

Commence at the Southwest corner of said Section 16, said point being the Point of Beginning, thence run east along said south boundary line of Section 16, 5,180.40 feet more or less to a point, thence N. 26°05'06" W. 2258.80 feet more or less to a point, thence N. 63°56'08" E. 491.26 feet more or less to a point on the west right-of-way line of State Road 45, thence N. 26°05'06" W. along said westerly right-of-way line 66 feet more or less to a point, thence S. 63°56'08" W. 491.26 feet more or less to a point, thence N. 26°05'06" W. 300.05 feet more or less to a point, thence N. 63°56'08" E. 476.30 feet more or less to a point on the westerly right-of-way line of State Road 45, thence northwesterly along said westerly right-of-way line 1721.75 feet more or less to a point, thence leaving said westerly right-of-way line run S. 63°56'08" W. 800 feet more or less to a point, thence N. 25°58'00" W. 268.78 feet more or less to a point, thence S. 67°14'48" W. 3089.60 feet more or less to a point on the westerly section line of said Section 16, thence south along said westerly section line of Section 16, 2851.06 feet more or less to the Point of Beginning.

AND

Order No. 19115

A parcel of land lying in the North half of Section 16, Township 43 South, Range 24 East, Lee County, Florida, more particularly described as follows:

Commencing at the North Quarter Corner of Section 16, thence South 89°49'58" West (basis of bearings being the Florida State Plane Coordinate system) along the north line of said Section 16, a distance of 2,155.39 feet to the Point of Beginning; thence continuing South 89°49'58" West, a distance of 338.42 feet; thence South 65°24'12" West, a distance of 312.69 feet to the west line of said Section 16, being 130.00 feet south of the northwest corner of said Section 16, thence South 0°26'28" East a distance of 1453.89 feet along said west line; thence North 75°41'23" East a distance of 1028.03 feet; thence North 14°18'37" West a distance of 523.30 feet; thence North 17°11'09" West a distance of 862.68 feet to the Point of Beginning.

AND

(Continued to Sheet No. 3.16)

Jack Schenkman
ISSUING OFFICER
President
TITLE

NORTH FORT MYERS UTILITY, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 3.15)

Order No. 20513

A parcel of land in Section 16, Township 43 South, Range 24 East, Lee County, Florida more particularly described as follows:

Commence at the Northwest corner of Section 16, Township 43 South, Range 24 East thence N. 89°50'24" E. along the north line of the Northwest one quarter of said Section 16 for 624.33 feet; thence S. 17°10'19" E. along the westerly line of Fountain View according to the plat thereof as recorded in Plat Book 34 Pages 165-172 of the Public Records of Lee County, Florida for 862.80 feet; thence S. 14°18'16" E. along the westerly line of Fountain View Unit 1-A according to the plat thereof as recorded in Plat Book 36 at Pages 50-51 of the aforementioned Public Records for 35.04 feet to the Point of Beginning of the herein described parcel of land; thence along the southerly boundary of Fountain View Unit 1-A for the following described two (2) courses; (1) N. 75°14'50" E. for 487.93 feet; (2) thence N. 89°58'28" E. for 301.37 feet; thence along the southerly boundary of the aforementioned plat of Fountain View for the following described three (3) courses; (1) S. 14°18'10" E. for 190.56 feet; (2) thence N. 75°41'50" E. for 889.91 feet; (3) thence N. 63°52'50" E. for 739.60 feet to an intersection with the westerly right-of-way line of S.R. 45 (U.S. 41 Tamiami Trail) Section 12010-2511; thence S. 26°07'10" E. along said westerly right-of-way for 937.54 feet; thence S. 63°52'50" W. for 739.79 feet; thence N. 26°07'10" W. for 268.69 feet; thence S. 67°06'54" W. for 3089.60 feet to an intersection with the west line of the Northwest one quarter of the aforementioned Section 16; thence N. 0°26'20" W. along said west line for 919.07 feet; thence N. 75°41'50" E. for 1028.11 feet; thence N. 14°18'16" W. for 523.40 feet to the Point of Beginning.

Jack Schenkman
ISSUING OFFICER
President
TITLE

NORTH FORT MYERS UTILITY, INC.
WASTEWATER TARIFF

(continued from Sheet No. 3.16)

DESCRIPTION OF TERRITORY SERVED

A Tract or parcel of land lying in Sections 15 and 16, Township 43 South, Range 24 East, Lee County, Florida, which tracts or parcels are described as follows:

Beginning at the southwest corner of Section 15 run North 90° 00' 00" East along the south line of Section 15 for 47.20 feet to the westerly right-of-way of Tamiami Trail (State Road 45); thence run North 26° 07' 10" West along said westerly right-of-way for 2,569.69 feet; thence run North 28° 59' 23" West along said westerly right-of-way for 297.16 feet to an intersection with the northeasterly corner of a parcel as described in a deed as recorded in Official Records Book 3163, Page 1954, Public Records of Lee County, Florida; thence run South 63° 52' 50" West along the northerly line of said parcel for 476.42 feet to the northwesterly corner of said parcel; thence run South 26° 07' 10" East for 2,624.93 feet to southwesterly most corner of a parcel as described in a deed as recorded in Instrument Number 2005000075143, Public Records of Lee County, Florida also being the a point on the south line of Section 16; thence run South 89° 55' 59" East along the south line of said section for 500.27 feet to the Point of Beginning.

Bearings mentioned hereon are based on the south line of Section 16 to bear North 89° 55' 59" West.

AND

A portion of Sections 18 and 19, Township 43 south, Range 26 east, Lee County, Florida, being more particularly described as follows:

PARCEL 1

Commence at the southwest corner of the southwest quarter of Section 18, Township 43 south, Range 26 east, Lee County, Florida, said point being a point on the westerly right-of-way line of State Road 31; thence run S.88°45'47"E., along the south line of the southwest quarter of said Section 18, for a distance of 100.00 feet to a point on the easterly right-of-way line of State Road 31 and the point of beginning of the parcel of land herein described; thence run N.00°26'33"W., along said easterly right-of-way line, for a distance of 1,380.98 feet; thence run S.88°52'26"E., for a distance of 1,289.95 feet; thence run S:88°52'02"E., for a distance of 1,200.01 feet to a point on the east line of the southwest quarter of said section 18; thence run S.00°17'01"W., along the east line of the southwest quarter of said Section 18, for a distance of 1,177.03 feet to a point on the approximate top of bank of a manmade ditch; thence run southeasterly, along the approximate top of bank of said ditch the following calls:

1. S.66°57'30"E. for a distance of 51.84 feet;

(continued to Sheet No. 3.18)

A. A. Reeves, III
ISSUING OFFICER
Utility Director
TITLE

NORTH FORT MYERS UTILITY, INC.
WASTEWATER TARIFF

(continued from Sheet No. 3.17)

2. Thence run S.62°42'59"E. for a distance of 34.22 feet;
3. Thence run S.71°07'07"E. for a distance of 40.46 feet;
4. Thence run S.75°05'44"E. for a distance of 54.64 feet;
5. Thence run S.53°48'26"E. for a distance of 60.20 feet;
6. Thence run S.40°53'39"E. for a distance of 33.01 feet;
7. Thence run S.45°59'51"E. for a distance of 43.84 feet;
8. Thence run S.32°06'08"E. for a distance of 30.67 feet;
9. Thence run S.28°20'46"E. for a distance of 39.90 feet;
10. Thence run S.12°43'52"E. for a distance of 39.18 feet;
11. Thence run S.08°54'45"E. for a distance of 28.95 feet;
12. Thence run S.06°50'11"E. for a distance of 34.61 feet;
13. Thence run S.03°48'12"E. for a distance of 29.62 feet;
14. Thence run S.24°12'11"E. for a distance of 91.43 feet;
15. Thence run S.47°23'44"E. for a distance of 64.61 feet;
16. Thence run S.17°16'30"E. for a distance of 63 feet, more or less, to the mean high water line of the old river bed of the Caloosahatchee River; thence run southwesterly, along the mean high water line of the Caloosahatchee River, for a distance of 3,500 feet, more or less, to a point on the southerly boundary of that parcel of land described in the warranty deed recorded in Instrument #2007000297026 of the public records of Lee County, Florida; thence run S.81°50'47"W., along the southerly line of said parcel, for a distance of 186 feet, more or less, to a point on the easterly right-of-way line of said State Road 31; thence run N.08°09'14"W., along said easterly right-of-way line, for a distance of 22.61 feet to the beginning of a tangential circular curve, concave to the east; thence run northerly, along said easterly right-of-way line and along the arc of said curve to the right, having a radius of 5356.41 feet, through a central angle of 03°17'19", subtended by a chord of 307.40 feet at a bearing of N.06°30'35"W., for a distance of 307.44 feet to the end of said curve; thence run S.85°08'07"W., along said easterly right-of-way line, for a distance of 10.00 feet to a point on a circular curve, concave to the east, from which the radius point bears N.85°08'05"E., a distance of 5,366.41 feet therefrom; thence run northerly, along said easterly right-of-way line and along the arc of said curve to the right, having a radius of 5,366.41 feet, through a central angle of 08°19'10", subtended by a chord of 778.53 feet at a bearing of N.00°42'20"W., for a distance of 779.21 feet to the end of said curve; thence run N.03°27'15"E., along said easterly right-of-way line, for a distance of 855.44 feet to the beginning of a tangential circular curve, concave to the west; thence run northerly, along said easterly right-of-way line and along the arc of said curve to the left, having a radius of 1,959.86 feet, through a central angle of 03°55'00", subtended by a chord of 133.95 feet at a bearing of N.01°29'45"E., for a distance of 133.97 feet to the end of said curve; thence run N.00°27'54"W., along said easterly right-of-way line, for a distance of 519.39 to the point of beginning. Parcel contains 170.0 acres, more or less.

(Continued to Sheet No. 3.19)

A.A. Reeves, III
ISSUING OFFICER
Utility Director
TITLE

NORTH FORT MYERS UTILITY, INC.
WASTEWATER TARIFF

(continued from Sheet No. 3.18)

And

Parcel 2

Commence at the southeast corner of the southeast quarter of section 18, township 43 south, range 26 east, Lee County, Florida; thence run N.88°45'47"W., along the south line of the southeast quarter of said section 18, for a distance of 1257.89 feet to a point on a line 30 feet easterly of, as measured at right angles to and parallel with, the centerline of an existing paved drive as described in residence parcel "a" recorded in official records book 2290 at page 3479 of the public records of Lee County, Florida, and the point of beginning of the parcel of land herein described; thence run southerly, along said parallel line, the following courses:

1. S.44°37'10"E. For a distance of 331.91 feet;
2. Thence run S.15°00'10"E. For a distance of 53.03 feet;
3. Thence run N.74°59'50"E. For a distance of 18.55 feet;
4. Thence run S.15°00'10"E. For a distance of 137.17 feet;
5. Thence run S.28°49'50"W. For a distance of 219.46 feet;
6. Thence run S.37°56'50"W. For a distance of 235.27 feet;
7. Thence run S.48°53'50"W. For a distance of 266.81 feet;
8. Thence run S.44°50'41"W. For a distance of 140.42 feet;
9. Thence run S.03°40'10"E. For a distance of 86.00 feet;
10. Thence run S.42°11'10"E. For a distance of 184.68 feet;
11. Thence run S.48°06'50"W. For a distance of 270 feet, more or Less, to the mean high water line of the old river bed of the Caloosahatchee River; thence run northwesterly, along the mean high water line of the Caloosahatchee River, for a distance of 975 feet, more or less, to a point on the southerly mean high water line of an unnamed tributary of trout creek; thence run easterly, along the southerly mean high water line of said tributary, for a distance of 1000 feet, more or less; thence run northerly, along the mean high water line of said tributary, for a distance of 80 feet, more or less; thence run westerly, along the mean high water line of said tributary, for a distance of 950 feet, more or less, to a point on the southerly mean high water line of trout creek; thence run northerly and northeasterly, along the southerly mean high water line of trout creek, for a distance of 1500 feet, more or less, to a point on a line 30 feet easterly of, as measured at right angles to and parallel with, the centerline of an existing paved drive as described in residence parcel "a" recorded in official records book 2290 at page 3479 of the public records of Lee County, Florida; thence run southerly, along said parallel line, the following courses:
 1. S.13°28'44"E. For a distance of 190 feet, more or less;
 2. thence run S.24°50'50"W. For a distance of 318.05 feet;
 3. thence run S.29°52'10"E. For a distance of 128.59 feet;
 4. thence run S.44°37'10"E. For a distance of 134.63 feet to the point of beginning.

Bearings refer to south line of the southwest quarter of section 18, township 43 south, range 26 east, Lee County, Florida, as being S.88°45'47"E.

A. A. Reeves, III
ISSUING OFFICER
Utility Director
TITLE

NAME OF COMPANY: NORTH FORT MYERS UTILITY, INC.
WASTEWATER TARIFF

DESCRIPTION OF TERRITORY SERVED
NORTH RIVER VILLAGE

MAIN PARCEL

A PORTION OF SECTIONS 16, 17, 18, AND 19, TOWNSHIP 43 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 43 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN S.88°52'16"E., ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 18, FOR A DISTANCE OF 1377.37 FEET; THENCE RUN S.00°17'01"W., FOR A DISTANCE OF 50.00 FEET, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 78, A 100.0 FOOT RIGHT-OF-WAY AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN S.88°52'16"E., ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 78, FOR A DISTANCE OF 1200.00 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE RUN S.88°52'29"E., ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 78, FOR A DISTANCE OF 2,396.18 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE TO THE NORTH, FROM WHICH THE RADIUS POINT BEARS N.01°06'36"E., A DISTANCE OF 11,509.16 FEET THEREFROM; THENCE RUN EASTERLY, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 78, AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 11,509.16 FEET, THROUGH A CENTRAL ANGLE OF 01°47'00", SUBTENDED BY A CHORD OF 358.21 FEET AT A BEARING OF S.89°46'54"E., FOR A DISTANCE OF 358.22 FEET TO THE END OF SAID CURVE; THENCE RUN N.89°20'19"E., ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 78, FOR A DISTANCE OF 2,369.32 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE TO THE SOUTH, FROM WHICH THE RADIUS POINT BEARS S.00°38'45"E., A DISTANCE OF 11,409.16 FEET THEREFROM; THENCE RUN EASTERLY, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 78 AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 11,409.16 FEET, THROUGH A CENTRAL ANGLE OF 00°34'14", SUBTENDED BY A CHORD OF 113.60 FEET AT A BEARING OF N.89°38'22"E., FOR A DISTANCE OF 113.61 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 43 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN S.00°26'50"W., ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17, FOR A DISTANCE OF 1,295.15 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 17; THENCE RUN S.89°42'51"E., ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 17, FOR A DISTANCE OF 1,336.16 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 17; THENCE RUN S.00°25'09"W., ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 17, FOR A DISTANCE OF 1,340.40 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 17; THENCE RUN S.89°56'37"E., ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 17, FOR A

Continued from Sheet No. 3.19

A.A. Reeves, III
ISSUING OFFICER

Utility Director
TITLE

NAME OF COMPANY: NORTH FORT MYERS UTILITY, INC.
 WASTEWATER TARIFF

DISTANCE OF 1,336.84 FEET TO THE WEST QUARTER CORNER OF SECTION 16, TOWNSHIP 43 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.89°59'02"E., ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 16, FOR A DISTANCE OF 1,986.81 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 16; THENCE RUN S.00°23'49"W., ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 16, FOR A DISTANCE OF 1,337.98 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 16; THENCE RUN S.89°55'52"E., ALONG THE SOUTH LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 16, FOR A DISTANCE OF 602.26 FEET TO A POINT 60.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 16; THENCE RUN S.00°23'49"W., PARALLEL WITH THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 16, FOR A DISTANCE OF 653.59 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF DUKE HIGHWAY AND A POINT ON A CIRCULAR CURVE, CONCAVE TO THE SOUTHEAST, FROM WHICH THE RADIUS POINT BEARS S.32°01'41"E., A DISTANCE OF 370.00 FEET THEREFROM; THENCE RUN SOUTHWESTERLY, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID DUKE HIGHWAY AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 370.00 FEET, THROUGH A CENTRAL ANGLE OF 37°28'59", SUBTENDED BY A CHORD OF 237.76 FEET AT A BEARING OF S.39°13'49"W., FOR A DISTANCE OF 242.06 FEET TO THE END OF SAID CURVE; THENCE RUN S.20°29'19"W., ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID DUKE HIGHWAY FOR A DISTANCE OF 314.11 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE TO THE NORTHWEST; THENCE RUN SOUTHWESTERLY, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID DUKE HIGHWAY AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 270.00 FEET, THROUGH A CENTRAL ANGLE OF 69°39'29", SUBTENDED BY A CHORD OF 308.41 FEET AT A BEARING OF S.55°19'03"W., FOR A DISTANCE OF 328.26 FEET TO THE END OF SAID CURVE; THENCE RUN N.89°50'47"W., ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID DUKE HIGHWAY, FOR A DISTANCE OF 2,079.72 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 16; THENCE RUN N.89°40'34"W., ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID DUKE HIGHWAY FOR A DISTANCE OF 2,006.87 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 17; THENCE RUN N.00°26'05"E., ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 17, FOR A DISTANCE OF 635.18 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 17; THENCE RUN N.89°44'35"W., ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 17, FOR A DISTANCE OF 668.84 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 17; THENCE RUN S.00°26'50"W., ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 17, FOR A DISTANCE OF 634.40 FEET TO A POINT OF THE NORTHERLY RIGHT-OF-WAY LINE OF SAID DUKE

Continued from Sheet No. 3.20

A.A. Reeves, III
 ISSUING OFFICER

Utility Director
 TITLE

NAME OF COMPANY: NORTH FORT MYERS UTILITY, INC.
WASTEWATER TARIFF

HIGHWAY; THENCE RUN N.89°57'11"W., ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID DUKE HIGHWAY, FOR A DISTANCE OF 698.60 FEET TO THE WESTERLY TERMINUS OF SAID DUKE HIGHWAY; THENCE RUN S.00°02'49"W., ALONG THE WESTERLY TERMINUS OF SAID DUKE HIGHWAY, FOR A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 43 SOUTH, RANGE 26 EAST, LEE COUNTY FLORIDA; THENCE RUN N.89°57'11"W., ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20, FOR A DISTANCE OF 1,959.09 FEET TO THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE RUN S.00°18'24"W., ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20, FOR A DISTANCE OF 2,480.74 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF CANAL 43; THENCE RUN S.71°02'37"W., ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID CANAL 43, FOR A DISTANCE OF 384.59 FEET TO A POINT ON THE MEAN HIGH WATER LINE OF THE OLD RIVER BED OF THE CALOOSAHATCHEE RIVER, HAVING ELEVATION 0.23' NAVD '88 (NORTH AMERICAN VERTICAL DATUM OF 1988) AS LOCATED OCTOBER 2007; THENCE RUN NORTHERLY, ALONG SAID MEAN HIGH WATER LINE, FOR THE FOLLOWING COURSES:

1. N.62°00'27"E. FOR A DISTANCE OF 12.90 FEET;
2. THENCE RUN N.63°48'04"E. FOR A DISTANCE OF 22.92 FEET;
3. THENCE RUN N.56°16'29"E. FOR A DISTANCE OF 25.40 FEET;
4. THENCE RUN N.35°28'50"E. FOR A DISTANCE OF 29.67 FEET;
5. THENCE RUN N.21°43'47"E. FOR A DISTANCE OF 64.73 FEET;
6. THENCE RUN N.06°40'56"W. FOR A DISTANCE OF 27.79 FEET;
7. THENCE RUN N.01°11'31"W. FOR A DISTANCE OF 25.87 FEET;
8. THENCE RUN N.12°13'59"W. FOR A DISTANCE OF 24.56 FEET;
9. THENCE RUN N.15°27'17"W. FOR A DISTANCE OF 17.55 FEET;
10. THENCE RUN N.28°59'14"W. FOR A DISTANCE OF 33.58 FEET;
11. THENCE RUN N.37°59'53"W. FOR A DISTANCE OF 60.81 FEET;
12. THENCE RUN N.41°49'33"W. FOR A DISTANCE OF 36.42 FEET;
13. THENCE RUN N.35°43'54"W. FOR A DISTANCE OF 23.76 FEET;
14. THENCE RUN S.53°54'27"E. FOR A DISTANCE OF 49.94 FEET;
15. THENCE RUN S.34°50'17"E. FOR A DISTANCE OF 48.29 FEET;
16. THENCE RUN N.89°27'51"E. FOR A DISTANCE OF 36.90 FEET;
17. THENCE RUN S.83°43'14"E. FOR A DISTANCE OF 37.81 FEET;
18. THENCE RUN N.87°31'58"E. FOR A DISTANCE OF 40.04 FEET;
19. THENCE RUN N.58°14'10"E. FOR A DISTANCE OF 42.56 FEET;
20. THENCE RUN N.59°22'02"E. FOR A DISTANCE OF 71.03 FEET;
21. THENCE RUN N.07°59'41"E. FOR A DISTANCE OF 90.11 FEET;
22. THENCE RUN N.05°59'57"E. FOR A DISTANCE OF 58.53 FEET;
23. THENCE RUN N.00°35'18"W. FOR A DISTANCE OF 88.38 FEET;
24. THENCE RUN N.02°16'31"W. FOR A DISTANCE OF 36.93 FEET;
25. THENCE RUN N.58°58'35"W. FOR A DISTANCE OF 81.85 FEET;
26. THENCE RUN S.84°44'10"W. FOR A DISTANCE OF 71.41 FEET;
27. THENCE RUN N.80°59'30"W. FOR A DISTANCE OF 124.50 FEET;

Continued from Sheet No. 3.21

A.A. Reeves, III
ISSUING OFFICER

Utility Director
TITLE

NAME OF COMPANY: NORTH FORT MYERS UTILITY, INC.
WASTEWATER TARIFF

28. THENCE RUN S.70°11'51"W. FOR A DISTANCE OF 57.54 FEET;
29. THENCE RUN S.60°53'44"W. FOR A DISTANCE OF 67.66 FEET;
30. THENCE RUN S.15°32'51"W. FOR A DISTANCE OF 61.39 FEET;
31. THENCE RUN S.17°02'12"W. FOR A DISTANCE OF 87.20 FEET;
32. THENCE RUN S.35°30'57"W. FOR A DISTANCE OF 33.43 FEET;
33. THENCE RUN S.83°43'22"W. FOR A DISTANCE OF 30.96 FEET;
34. THENCE RUN S.79°49'36"W. FOR A DISTANCE OF 23.56 FEET;
35. THENCE RUN N.49°11'10"W. FOR A DISTANCE OF 32.66 FEET;
36. THENCE RUN N.40°46'22"W. FOR A DISTANCE OF 26.29 FEET;
37. THENCE RUN N.51°51'41"W. FOR A DISTANCE OF 34.64 FEET;
38. THENCE RUN N.35°50'45"W. FOR A DISTANCE OF 29.40 FEET;
39. THENCE RUN N.27°23'29"W. FOR A DISTANCE OF 20.36 FEET;
40. THENCE RUN N.33°02'26"W. FOR A DISTANCE OF 35.57 FEET;
41. THENCE RUN N.34°18'53"W. FOR A DISTANCE OF 31.47 FEET;
42. THENCE RUN N.13°04'44"W. FOR A DISTANCE OF 31.40 FEET;
43. THENCE RUN N.21°25'16"W. FOR A DISTANCE OF 22.76 FEET;
44. THENCE RUN N.22°33'16"W. FOR A DISTANCE OF 27.06 FEET;
45. THENCE RUN N.32°32'59"W. FOR A DISTANCE OF 24.95 FEET;
46. THENCE RUN N.25°30'33"W. FOR A DISTANCE OF 42.85 FEET;
47. THENCE RUN N.36°46'10"W. FOR A DISTANCE OF 31.25 FEET;
48. THENCE RUN N.15°12'52"W. FOR A DISTANCE OF 40.28 FEET;
49. THENCE RUN N.42°40'17"W. FOR A DISTANCE OF 25.89 FEET;
50. THENCE RUN N.34°33'59"W. FOR A DISTANCE OF 39.39 FEET;
51. THENCE RUN N.42°15'41"W. FOR A DISTANCE OF 54.72 FEET;
52. THENCE RUN N.64°00'30"W. FOR A DISTANCE OF 36.61 FEET;
53. THENCE RUN N.67°30'21"W. FOR A DISTANCE OF 49.36 FEET;
54. THENCE RUN N.72°00'01"W. FOR A DISTANCE OF 27.37 FEET;
55. THENCE RUN N.54°25'04"W. FOR A DISTANCE OF 28.60 FEET;
56. THENCE RUN N.67°12'55"W. FOR A DISTANCE OF 48.33 FEET;
57. THENCE RUN S.68°17'21"W. FOR A DISTANCE OF 25.38 FEET;
58. THENCE RUN N.75°55'29"W. FOR A DISTANCE OF 24.82 FEET;
59. THENCE RUN N.67°06'13"W. FOR A DISTANCE OF 69.23 FEET;
60. THENCE RUN N.73°07'47"W. FOR A DISTANCE OF 24.15 FEET;
61. THENCE RUN N.72°50'33"W. FOR A DISTANCE OF 42.04 FEET;
62. THENCE RUN N.76°27'59"W. FOR A DISTANCE OF 25.97 FEET;
63. THENCE RUN N.72°10'16"W. FOR A DISTANCE OF 24.87 FEET;
64. THENCE RUN N.59°40'44"W. FOR A DISTANCE OF 32.18 FEET;
65. THENCE RUN N.61°39'06"W. FOR A DISTANCE OF 27.84 FEET;
66. THENCE RUN N.58°06'50"W. FOR A DISTANCE OF 39.18 FEET;
67. THENCE RUN N.61°41'34"W. FOR A DISTANCE OF 23.82 FEET;
68. THENCE RUN N.68°18'43"W. FOR A DISTANCE OF 28.71 FEET;
69. THENCE RUN N.66°02'51"W. FOR A DISTANCE OF 29.11 FEET;
70. THENCE RUN N.42°36'53"W. FOR A DISTANCE OF 22.78 FEET;
71. THENCE RUN N.65°09'40"W. FOR A DISTANCE OF 26.83 FEET;

Continued from Sheet No. 3.22

A.A. Reeves, III
ISSUING OFFICER

Utility Director
TITLE

NAME OF COMPANY: NORTH FORT MYERS UTILITY, INC.
WASTEWATER TARIFF

- 72. THENCE RUN N.63°49'40"W. FOR A DISTANCE OF 23.67 FEET;
- 73. THENCE RUN N.60°55'38"W. FOR A DISTANCE OF 22.49 FEET;
- 74. THENCE RUN N.74°35'57"W. FOR A DISTANCE OF 29.13 FEET;
- 75. THENCE RUN N.71°05'34"W. FOR A DISTANCE OF 29.39 FEET;
- 76. THENCE RUN N.50°39'32"W. FOR A DISTANCE OF 7.35 FEET;

THENCE RUN N.48°06'50"E., FOR A DISTANCE OF 270.39 FEET; THENCE RUN N.42°11'10"W., FOR A DISTANCE OF 184.68 FEET; THENCE RUN N.03°40'10"W., FOR A DISTANCE OF 86.00 FEET; THENCE RUN N.44°50'41"E., FOR A DISTANCE OF 140.42 FEET; THENCE RUN N.48°53'50"E., FOR A DISTANCE OF 266.81 FEET; THENCE RUN N.37°56'50"E., FOR A DISTANCE OF 235.27 FEET; THENCE RUN N.28°49'50"E., FOR A DISTANCE OF 219.46 FEET; THENCE RUN N.15°00'10"W., FOR A DISTANCE OF 137.17 FEET; THENCE RUN S.74°59'50"W., FOR A DISTANCE OF 18.55 FEET; THENCE RUN N.15°00'10"W., FOR A DISTANCE OF 53.03 FEET; THENCE RUN N.44°37'10"W., FOR A DISTANCE OF 466.55 FEET; THENCE RUN N.29°52'10"W., FOR A DISTANCE OF 128.59 FEET; THENCE RUN N.24°50'50"E., FOR A DISTANCE OF 318.05 FEET; THENCE RUN N.13°28'44"W., FOR A DISTANCE OF 177.41 FEET TO A POINT ON THE MEAN HIGH WATER LINE OF THE SOUTHERLY BANK OF TROUT CREEK HAVING ELEVATION 0.03' NAVD '88 (NORTH AMERICAN VERTICAL DATUM OF 1988); THENCE RUN EASTERLY, ALONG SAID MEAN HIGH WATER LINE, FOR THE FOLLOWING COURSES:

- 1. S.52°00'18"E. FOR A DISTANCE OF 43.55 FEET;
- 2. THENCE RUN S.82°21'30"E. FOR A DISTANCE OF 8.79 FEET;
- 3. THENCE RUN S.58°00'20"E. FOR A DISTANCE OF 13.35 FEET;
- 4. THENCE RUN S.81°00'44"E. FOR A DISTANCE OF 13.22 FEET;
- 5. THENCE RUN S.50°58'42"E. FOR A DISTANCE OF 18.40 FEET;
- 6. THENCE RUN S.81°32'11"E. FOR A DISTANCE OF 24.39 FEET;
- 7. THENCE RUN N.71°28'30"E. FOR A DISTANCE OF 18.86 FEET;
- 8. THENCE RUN N.77°55'39"E. FOR A DISTANCE OF 17.45 FEET;
- 9. THENCE RUN S.30°28'47"E. FOR A DISTANCE OF 24.96 FEET;
- 10. THENCE RUN S.19°46'13"E. FOR A DISTANCE OF 19.05 FEET;
- 11. THENCE RUN S.73°47'25"E. FOR A DISTANCE OF 10.14 FEET;
- 12. THENCE RUN N.27°15'59"E. FOR A DISTANCE OF 26.27 FEET;
- 13. THENCE RUN N.20°47'30"E. FOR A DISTANCE OF 23.02 FEET;
- 14. THENCE RUN N.39°33'56"E. FOR A DISTANCE OF 35.67 FEET;
- 15. THENCE RUN N.53°30'20"E. FOR A DISTANCE OF 19.26 FEET;
- 16. THENCE RUN N.72°39'18"E. FOR A DISTANCE OF 37.54 FEET;
- 17. THENCE RUN S.71°39'43"E. FOR A DISTANCE OF 33.60 FEET;
- 18. THENCE RUN N.46°22'41"E. FOR A DISTANCE OF 57.59 FEET;
- 19. THENCE RUN N.67°38'28"E. FOR A DISTANCE OF 44.70 FEET;
- 20. THENCE RUN N.43°03'23"E. FOR A DISTANCE OF 43.65 FEET;
- 21. THENCE RUN N.47°02'00"E. FOR A DISTANCE OF 48.24 FEET;
- 22. THENCE RUN N.41°32'29"E. FOR A DISTANCE OF 29.34 FEET;
- 23. THENCE RUN N.75°41'22"E. FOR A DISTANCE OF 54.95 FEET;

Continued from Sheet No. 3.23

A.A. Reeves, III
ISSUING OFFICER

Utility Director
TITLE

NAME OF COMPANY: NORTH FORT MYERS UTILITY, INC.
WASTEWATER TARIFF

24. THENCE RUN N.78°28'52"E. FOR A DISTANCE OF 120.04 FEET;
25. THENCE RUN N.74°44'44"E. FOR A DISTANCE OF 21.33 FEET;
26. THENCE RUN N.85°39'04"E. FOR A DISTANCE OF 31.66 FEET;
27. THENCE RUN N.75°33'06"E. FOR A DISTANCE OF 97.06 FEET;
28. THENCE RUN N.69°47'15"E. FOR A DISTANCE OF 43.50 FEET;
29. THENCE RUN N.80°00'31"E. FOR A DISTANCE OF 34.17 FEET;
30. THENCE RUN N.73°01'18"E. FOR A DISTANCE OF 127.36 FEET;
31. THENCE RUN N.65°31'45"E. FOR A DISTANCE OF 110.79 FEET;
32. THENCE RUN N.66°06'38"E. FOR A DISTANCE OF 27.49 FEET;
33. THENCE RUN N.64°50'31"E. FOR A DISTANCE OF 84.74 FEET;
34. THENCE RUN N.79°49'19"E. FOR A DISTANCE OF 25.62 FEET;
35. THENCE RUN N.60°53'21"E. FOR A DISTANCE OF 60.88 FEET;
36. THENCE RUN N.63°52'57"E. FOR A DISTANCE OF 81.38 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 43 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.00°20'51"E., ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18, FOR A DISTANCE OF 82.08 FEET TO A POINT ON THE MEAN HIGH WATER LINE OF THE NORTHERLY BANK OF TROUT CREEK HAVING ELEVATION 0.03' NAVD '88 (NORTH AMERICAN VERTICAL DATUM OF 1988); THENCE RUN WESTERLY, ALONG SAID MEAN HIGH WATER LINE, FOR THE FOLLOWING COURSES:

1. S.62°08'17"W. FOR A DISTANCE OF 67.02 FEET;
2. THENCE RUN S.67°41'25"W. FOR A DISTANCE OF 63.88 FEET;
3. THENCE RUN S.65°12'54"W. FOR A DISTANCE OF 42.04 FEET;
4. THENCE RUN S.66°13'26"W. FOR A DISTANCE OF 54.32 FEET;
5. THENCE RUN S.75°59'09"W. FOR A DISTANCE OF 29.68 FEET;
6. THENCE RUN S.71°28'03"W. FOR A DISTANCE OF 48.27 FEET;
7. THENCE RUN S.72°23'04"W. FOR A DISTANCE OF 26.44 FEET;
8. THENCE RUN S.85°21'17"W. FOR A DISTANCE OF 23.99 FEET;
9. THENCE RUN N.75°49'37"W. FOR A DISTANCE OF 33.11 FEET;
10. THENCE RUN S.75°16'14"W. FOR A DISTANCE OF 22.22 FEET;
11. THENCE RUN N.12°52'51"E. FOR A DISTANCE OF 28.50 FEET;
12. THENCE RUN N.28°56'37"E. FOR A DISTANCE OF 24.27 FEET;
13. THENCE RUN N.21°22'40"E. FOR A DISTANCE OF 23.80 FEET;
14. THENCE RUN N.28°25'39"E. FOR A DISTANCE OF 34.34 FEET;
15. THENCE RUN N.06°57'10"E. FOR A DISTANCE OF 76.76 FEET;
16. THENCE RUN N.13°28'15"W. FOR A DISTANCE OF 38.30 FEET;
17. THENCE RUN N.08°39'14"W. FOR A DISTANCE OF 38.54 FEET;
18. THENCE RUN N.00°16'27"E. FOR A DISTANCE OF 34.92 FEET;
19. THENCE RUN N.18°34'53"E. FOR A DISTANCE OF 63.15 FEET;
20. THENCE RUN N.39°54'02"E. FOR A DISTANCE OF 44.70 FEET;
21. THENCE RUN N.18°34'53"E. FOR A DISTANCE OF 63.15 FEET;
22. THENCE RUN N.52°36'46"W. FOR A DISTANCE OF 66.61 FEET;
23. THENCE RUN N.74°00'42"W. FOR A DISTANCE OF 81.06 FEET;
24. THENCE RUN S.47°11'24"W. FOR A DISTANCE OF 44.93 FEET;

Continued from Sheet No. 3.24

A.A. Reeves, III
ISSUING OFFICER

Utility Director
TITLE

NAME OF COMPANY: NORTH FORT MYERS UTILITY, INC.
WASTEWATER TARIFF

25. THENCE RUN S.56°55'47"W. FOR A DISTANCE OF 60.22 FEET;
26. THENCE RUN N.85°08'24"W. FOR A DISTANCE OF 74.22 FEET;
27. THENCE RUN S.23°13'08"W. FOR A DISTANCE OF 54.30 FEET;
28. THENCE RUN S.30°08'07"W. FOR A DISTANCE OF 18.19 FEET;
29. THENCE RUN S.04°15'46"E. FOR A DISTANCE OF 55.28 FEET;
30. THENCE RUN S.00°54'46"W. FOR A DISTANCE OF 49.18 FEET;
31. THENCE RUN S.37°36'43"W. FOR A DISTANCE OF 51.79 FEET;
32. THENCE RUN S.55°46'37"W. FOR A DISTANCE OF 49.29 FEET;
33. THENCE RUN S.33°10'49"W. FOR A DISTANCE OF 35.30 FEET;
34. THENCE RUN S.46°22'21"W. FOR A DISTANCE OF 65.91 FEET;
35. THENCE RUN S.05°25'59"W. FOR A DISTANCE OF 22.96 FEET;
36. THENCE RUN S.03°12'27"W. FOR A DISTANCE OF 29.13 FEET;
37. THENCE RUN S.13°17'50"W. FOR A DISTANCE OF 30.36 FEET;
38. THENCE RUN S.22°44'33"W. FOR A DISTANCE OF 39.04 FEET;
39. THENCE RUN S.66°39'28"W. FOR A DISTANCE OF 31.56 FEET;
40. THENCE RUN N.78°15'49"W. FOR A DISTANCE OF 42.32 FEET;
41. THENCE RUN N.88°38'12"W. FOR A DISTANCE OF 39.12 FEET;
42. THENCE RUN S.80°47'16"W. FOR A DISTANCE OF 49.09 FEET;
43. THENCE RUN S.50°38'17"W. FOR A DISTANCE OF 21.44 FEET;
44. THENCE RUN S.45°42'19"W. FOR A DISTANCE OF 27.32 FEET;
45. THENCE RUN S.36°53'04"W. FOR A DISTANCE OF 23.27 FEET;
46. THENCE RUN S.03°22'04"E. FOR A DISTANCE OF 27.73 FEET;
47. THENCE RUN S.05°02'54"W. FOR A DISTANCE OF 30.08 FEET;
48. THENCE RUN S.57°35'13"W. FOR A DISTANCE OF 27.90 FEET;
49. THENCE RUN S.68°40'32"W. FOR A DISTANCE OF 22.60 FEET;
50. THENCE RUN S.54°20'25"W. FOR A DISTANCE OF 27.17 FEET;
51. THENCE RUN S.50°09'23"W. FOR A DISTANCE OF 65.54 FEET;
52. THENCE RUN S.73°16'33"W. FOR A DISTANCE OF 34.34 FEET;
53. THENCE RUN S.66°13'34"W. FOR A DISTANCE OF 23.80 FEET;
54. THENCE RUN S.73°47'30"W. FOR A DISTANCE OF 24.27 FEET;
55. THENCE RUN S.57°43'45"W. FOR A DISTANCE OF 28.50 FEET;
56. THENCE RUN N.80°35'16"W. FOR A DISTANCE OF 26.03 FEET;
57. THENCE RUN S.64°20'44"W. FOR A DISTANCE OF 27.66 FEET;
58. THENCE RUN S.67°59'16"W. FOR A DISTANCE OF 34.14 FEET;
59. THENCE RUN S.84°22'39"W. FOR A DISTANCE OF 22.64 FEET;
60. THENCE RUN S.61°36'34"W. FOR A DISTANCE OF 54.51 FEET;
61. THENCE RUN S.38°23'32"W. FOR A DISTANCE OF 10.59 FEET;
62. THENCE RUN N.89°16'27"W. FOR A DISTANCE OF 20.59 FEET;
63. THENCE RUN N.86°19'33"W. FOR A DISTANCE OF 107.15 FEET;
64. THENCE RUN N.86°34'25"W. FOR A DISTANCE OF 30.08 FEET;
65. THENCE RUN N.86°14'00"W. FOR A DISTANCE OF 12.12 FEET;
66. THENCE RUN N.84°47'54"W. FOR A DISTANCE OF 18.86 FEET;
67. THENCE RUN S.63°25'34"W. FOR A DISTANCE OF 165.22 FEET;
68. THENCE RUN S.38°49'39"W. FOR A DISTANCE OF 25.77 FEET;

Continued from Sheet No. 3.25

A.A. Reeves, III
ISSUING OFFICER

Utility Director
TITLE

NAME OF COMPANY: NORTH FORT MYERS UTILITY, INC.
WASTEWATER TARIFF

69. THENCE RUN S.77°21'20"W. FOR A DISTANCE OF 19.54 FEET;
 70. THENCE RUN N.72°22'06"W. FOR A DISTANCE OF 24.27 FEET;
 71. THENCE RUN S.60°33'03"W. FOR A DISTANCE OF 36.82 FEET;
 72. THENCE RUN S.51°52'41"W. FOR A DISTANCE OF 25.98 FEET;
 73. THENCE RUN S.55°25'15"W. FOR A DISTANCE OF 105.88 FEET;
 74. THENCE RUN S.41°29'04"W. FOR A DISTANCE OF 17.67 FEET;
 75. THENCE RUN S.44°35'57"W. FOR A DISTANCE OF 63.36 FEET;
 76. THENCE RUN S.17°51'59"W. FOR A DISTANCE OF 64.26 FEET;
 77. THENCE RUN S.09°10'03"W. FOR A DISTANCE OF 72.96 FEET;
 78. THENCE RUN S.04°23'39"W. FOR A DISTANCE OF 26.59 FEET;
 79. THENCE RUN S.04°50'52"E. FOR A DISTANCE OF 13.59 FEET;
 80. THENCE RUN S.10°42'03"W. FOR A DISTANCE OF 28.99 FEET;
 81. THENCE RUN S.11°57'24"W. FOR A DISTANCE OF 50.36 FEET;
 82. THENCE RUN S.16°00'12"W. FOR A DISTANCE OF 33.43 FEET;
 83. THENCE RUN S.19°03'59"W. FOR A DISTANCE OF 20.90 FEET;
 84. THENCE RUN S.14°12'59"W. FOR A DISTANCE OF 28.58 FEET;
 85. THENCE RUN S.11°40'12"W. FOR A DISTANCE OF 28.88 FEET;
 86. THENCE RUN S.14°22'04"W. FOR A DISTANCE OF 24.31 FEET;
 87. THENCE RUN S.22°28'18"W. FOR A DISTANCE OF 31.24 FEET;
 88. THENCE RUN S.18°12'44"W. FOR A DISTANCE OF 36.03 FEET;
 89. THENCE RUN S.14°07'55"W. FOR A DISTANCE OF 19.02 FEET;
 90. THENCE RUN S.19°18'50"W. FOR A DISTANCE OF 16.08 FEET;
 91. THENCE RUN S.19°07'38"W. FOR A DISTANCE OF 59.80 FEET;
 92. THENCE RUN S.06°32'49"W. FOR A DISTANCE OF 53.56 FEET;
 93. THENCE RUN S.22°49'39"W. FOR A DISTANCE OF 61.99 FEET;
 94. THENCE RUN S.16°30'59"W. FOR A DISTANCE OF 30.36 FEET;
 95. THENCE RUN S.20°49'04"W. FOR A DISTANCE OF 116.82 FEET;
 96. THENCE RUN S.05°06'07"W. FOR A DISTANCE OF 18.58 FEET TO A POINT OF THE APPROXIMATE TOP OF BANK OF AN APPARENT MAN-MADE DITCH; THENCE RUN NORTHWESTERLY, ALONG SAID APPROXIMATE TOP OF BANK, THE FOLLOWING COURSES:

1. N.17°16'30"W. FOR A DISTANCE OF 22.73 FEET;
 2. THENCE RUN N.47°23'44"W. FOR A DISTANCE OF 64.61 FEET;
 3. THENCE RUN N.24°12'11"W. FOR A DISTANCE OF 91.43 FEET;
 4. THENCE RUN N.03°48'12"W. FOR A DISTANCE OF 29.62 FEET;
 5. THENCE RUN N.06°50'11"W. FOR A DISTANCE OF 34.61 FEET;
 6. THENCE RUN N.08°54'45"W. FOR A DISTANCE OF 28.95 FEET;
 7. THENCE RUN N.12°43'52"W. FOR A DISTANCE OF 39.18 FEET;
 8. THENCE RUN N.28°20'46"W. FOR A DISTANCE OF 39.90 FEET;
 9. THENCE RUN N.32°06'08"W. FOR A DISTANCE OF 30.67 FEET;
 10. THENCE RUN N.45°59'51"W. FOR A DISTANCE OF 43.84 FEET;
 11. THENCE RUN N.40°53'39"W. FOR A DISTANCE OF 33.01 FEET;
 12. THENCE RUN N.53°48'26"W. FOR A DISTANCE OF 60.20 FEET;

Continued from Sheet No. 3.26

A.A. Reeves, III
ISSUING OFFICER

Utility Director
TITLE

NAME OF COMPANY: NORTH FORT MYERS UTILITY, INC.
WASTEWATER TARIFF

13. THENCE RUN N.75°05'44"W. FOR A DISTANCE OF 54.64 FEET;
14. THENCE RUN N.71°07'07"W. FOR A DISTANCE OF 40.46 FEET;
15. THENCE RUN N.62°42'59"W. FOR A DISTANCE OF 34.22 FEET;
16. THENCE RUN N.66°57'30"W. FOR A DISTANCE OF 51.84 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18; THENCE RUN N.00°17'01"E., ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18, FOR A DISTANCE OF 1,177.03 FEET; THENCE RUN N.88°52'02"W., FOR A DISTANCE OF 1,200.01 FEET; THENCE RUN N.88°52'26"W., FOR A DISTANCE OF 1,289.95 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 31; THENCE RUN N.00°26'33"W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 2,450.06 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE TO THE EAST, FROM WHICH THE RADIUS POINT BEARS N.89°26'15"E., A DISTANCE OF 68,704.96 FEET THEREFROM; THENCE RUN NORTHERLY, ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 68,704.96 FEET, THROUGH A CENTRAL ANGLE OF 00°05'37", SUBTENDED BY A CHORD OF 112.20 FEET AT A BEARING OF N.00°30'56"W., FOR A DISTANCE OF 112.20 FEET; THENCE RUN S.88°51'20"E., FOR A DISTANCE OF 1,322.57 FEET; THENCE RUN N.00°17'01"E., FOR A DISTANCE OF 1,314.76 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 1,182.295 ACRES, MORE OR LESS.

AND

DUKE HIGHWAY PARCEL 1

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 43 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 43 SOUTH, RANGE 26 EAST; THENCE RUN N.00°23'49"E., ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 16, FOR A DISTANCE OF 471.06 FEET; THENCE RUN S.89°23'44"W., FOR A DISTANCE OF 60.01 FEET TO A POINT THAT IS 60.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 16 AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE S.89°23'44"W, FOR A DISTANCE OF 96.74 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF DUKE HIGHWAY; THENCE RUN N.20°29'19"E., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 11.60 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE TO THE SOUTHEAST; THENCE RUN NORTHEASTERLY, ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 310.00 FEET, THROUGH A CENTRAL ANGLE OF 30°07'05", SUBTENDED BY A CHORD OF 161.09 FEET AT A BEARING OF N.35°32'53"E., FOR A DISTANCE OF 162.95 FEET TO A POINT 60.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 16; THENCE RUN S.00°23'49"W., PARALLEL WITH THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 16,

Continued from Sheet No. 3.27

A.A. Reeves, III
ISSUING OFFICER

Utility Director
TITLE

NAME OF COMPANY: NORTH FORT MYERS UTILITY, INC.
WASTEWATER TARIFF

FOR A DISTANCE OF 140.91 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 0.188 ACRE, MORE OR LESS.

AND

DUKE HIGHWAY PARCEL 2

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 43 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 43 SOUTH, RANGE 26 EAST; THENCE RUN N.89°50'47"W., ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 16, FOR A DISTANCE OF 297.43 FEET AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.89°50'47"W., ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 16, FOR A DISTANCE OF 134.38 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF DUKE HIGHWAY, THE SAME BEING A POINT ON A CIRCULAR CURVE, CONCAVE TO THE NORTHWEST, FROM WHICH THE RADIUS POINT BEARS N.24°27'59"W., A DISTANCE OF 330.00 FEET THEREFROM; THENCE RUN NORTHEASTERLY, ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 330.00 FEET, THROUGH A CENTRAL ANGLE OF 24°24'48", SUBTENDED BY A CHORD OF 139.55 FEET AT A BEARING OF N.53°19'37"E., FOR A DISTANCE OF 140.61 FEET; THENCE RUN S.15°01'01"E., FOR A DISTANCE OF 86.67 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 0.113 ACRE, MORE OR LESS.

AND

DUKE HIGHWAY PARCEL 3

A PORTION OF GOVERNMENT LOT 1 OF SECTION 20, TOWNSHIP 43 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 43 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN S.00°23'54"W., ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20, FOR A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DUKE HIGHWAY AS THE SAME IS SHOWN ON THE LEE COUNTY DEPARTMENT OF TRANSPORTATION AND ENGINEERING RIGHT-OF-WAY MAP FOR DUKE HIGHWAY, DATED MAY OF 1988; THENCE RUN N.89°40'34"W., ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, PARALLEL WITH AND 30 FEET SOUTH OF THE NORTH LINE OF GOVERNMENT LOT 1 OF SAID SECTION 20, FOR A DISTANCE OF 330.00 FEET TO A POINT 330.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF GOVERNMENT LOT 1 OF SAID SECTION 20 AND THE POINT OF BEGINNING OF THE PARCEL OF LAND

Continued from Sheet No. 3.28

A.A. Reeves, III
ISSUING OFFICER

Utility Director
TITLE

NAME OF COMPANY: NORTH FORT MYERS UTILITY, INC.
WASTEWATER TARIFF

HEREIN DESCRIBED; THENCE RUN S.00°23'54"W., PARALLEL WITH THE EAST LINE OF GOVERNMENT LOT 1 OF SAID SECTION 20, FOR A DISTANCE OF 734.86 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF CANAL 43; THENCE RUN S.77°07'55"W., ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID CANAL 43, FOR A DISTANCE OF 213.42 FEET; THENCE RUN S.86°59'22"W., ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID CANAL 43, FOR A DISTANCE OF 1,130.97 FEET TO A POINT 1666.69 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF GOVERNMENT LOT 1 OF SAID SECTION 20; THENCE RUN N.00°23'54"E., PARALLEL WITH THE EAST LINE OF GOVERNMENT LOT 1 OF SAID SECTION 20, FOR A DISTANCE OF 849.34 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID DUKE HIGHWAY; THENCE RUN S.89°40'34"E., ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 1,336.69 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 24.781 ACRES, MORE OR LESS.

AND

DUKE HIGHWAY PARCEL 4

A PORTION OF GOVERNMENT LOT 1 AND THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 43 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 43 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THE SAME BEING THE NORTHWEST CORNER OF GOVERNMENT LOT 1 OF SAID SECTION 20; THENCE RUN S.00°20'36"W., ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20 AND ALONG THE WEST LINE OF SAID GOVERNMENT LOT 1, FOR A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DUKE HIGHWAY AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN S.89°40'34"E., ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 839.08 FEET; THENCE RUN S.00°24'32"W. FOR A DISTANCE OF 859.27 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF CANAL 43; THENCE RUN S.86°59'22"W., ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID CANAL 43, FOR A DISTANCE OF 139.41 FEET; THENCE RUN S.56°48'56"W., ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID CANAL 43, FOR A DISTANCE OF 672.60 FEET; THENCE RUN N.33°12'38"W. FOR A DISTANCE OF 250.08 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20 AND A POINT ON THE WEST LINE OF SAID GOVERNMENT LOT 1; THENCE RUN N.00°20'36"E., ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20 AND ALONG THE WEST LINE OF SAID GOVERNMENT LOT 1, FOR A DISTANCE OF 1,030.23 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 19.922 ACRES, MORE OR LESS.

AND

WILLIAM'S ISLAND SOUTHEASTERLY PARCEL

Continued from Sheet No. 3.29

A.A. Reeves, III
ISSUING OFFICER

Utility Director
TITLE

NAME OF COMPANY: NORTH FORT MYERS UTILITY, INC.
WASTEWATER TARIFF

A PORTION OF GOVERNMENT LOT 8 OF SECTION 19, TOWNSHIP 43 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 43 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.01°29'40"W., ALONG THE QUARTER SECTION LINE OF SAID SECTION 19, FOR A DISTANCE OF 1,099.34 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF CANAL 43, AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.01°29'40"W., ALONG THE QUARTER SECTION LINE OF SAID SECTION 19, FOR A DISTANCE OF 223.42 FEET TO THE NORTHWEST CORNER OF GOVERNMENT LOT 8 OF SAID SECTION 19; THENCE RUN S.88°17'40"E. ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 8, FOR A DISTANCE OF 509.98 FEET TO A POINT ON THE MEAN HIGH WATER OF THE OLD RIVER BED OF THE CALOOSAHATCHEE RIVER, HAVING AN ELEVATION 0.23' NAVD '88 (NORTH AMERICAN VERTICAL DATUM OF 1988), AS LOCATED OCTOBER OF 2007; THENCE RUN SOUTHERLY, ALONG SAID MEAN HIGH WATER LINE, FOR THE FOLLOWING COURSES:

1. S.07°39'58"E. FOR A DISTANCE OF 11.67 FEET;
2. THENCE RUN S.12°19'31"E. FOR A DISTANCE OF 34.29 FEET;
3. THENCE RUN S.09°37'41"E. FOR A DISTANCE OF 33.67 FEET;
4. THENCE RUN S.27°02'16"E. FOR A DISTANCE OF 41.73 FEET;
5. THENCE RUN S.38°09'18"E. FOR A DISTANCE OF 27.38 FEET;
6. THENCE RUN S.56°11'00"E. FOR A DISTANCE OF 16.78 FEET;
7. THENCE RUN S.47°30'40"E. FOR A DISTANCE OF 19.86 FEET;
8. THENCE RUN S.13°24'25"E. FOR A DISTANCE OF 26.45 FEET;
9. THENCE RUN S.26°21'44"W. FOR A DISTANCE OF 24.86 FEET;
10. THENCE RUN S.30°11'50"W. FOR A DISTANCE OF 22.95 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID CANAL 43; THENCE RUN N.88°02'20"W., ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID CANAL 43, FOR A DISTANCE OF 566.78 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 2.817 ACRES, MORE OR LESS.

AND

WILLIAM'S ISLAND SOUTHWESTERLY PARCEL

~~A PORTION OF GOVERNMENT LOTS 6 AND 7 OF SECTION 19, TOWNSHIP 43 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:~~

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 43 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.01°29'40"W., ALONG THE QUARTER SECTION LINE OF SAID SECTION 19, FOR A DISTANCE OF 1,099.34 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF CANAL 43; THENCE RUN N.88°02'20"W., ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF

Continued from Sheet No. 3.30

A.A. Reeves, III
ISSUING OFFICER

Utility Director
TITLE

NAME OF COMPANY: NORTH FORT MYERS UTILITY, INC.
WASTEWATER TARIFF

SAID CANAL 43, FOR A DISTANCE OF 300.55 FEET TO A POINT 300.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE QUARTER SECTION LINE OF SAID SECTION 19 AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.88°02'20"W, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID CANAL 43, FOR A DISTANCE OF 1,330.73 FEET TO A POINT ON THE MEAN HIGH WATER LINE OF THE OLD RIVER BED OF THE CALOOSAHATCHEE RIVER HAVING AN ELEVATION 0.23' NAVD '88 (NORTH AMERICAN VERTICAL DATUM OF 1988), AS LOCATED OCTOBER OF 2007; THENCE RUN NORTHERLY AND EASTERLY ALONG SAID MEAN HIGH WATER LINE, FOR THE FOLLOWING COURSES:

1. N.15°58'10"W. FOR A DISTANCE OF 7.94 FEET;
2. THENCE RUN N.01°41'18"E. FOR A DISTANCE OF 17.89 FEET;
3. THENCE RUN N.40°32'22"E. FOR A DISTANCE OF 23.76 FEET;
4. THENCE RUN N.44°09'58"E. FOR A DISTANCE OF 26.63 FEET;
5. THENCE RUN N.08°49'38"E. FOR A DISTANCE OF 28.89 FEET;
6. THENCE RUN N.27°15'31"E. FOR A DISTANCE OF 28.33 FEET;
7. THENCE RUN N.43°36'36"E. FOR A DISTANCE OF 29.66 FEET;
8. THENCE RUN N.29°49'37"E. FOR A DISTANCE OF 29.29 FEET;
9. THENCE RUN N.23°56'50"E. FOR A DISTANCE OF 32.05 FEET;
10. THENCE RUN N.14°54'49"E. FOR A DISTANCE OF 20.81 FEET;
11. THENCE RUN N.48°43'12"E. FOR A DISTANCE OF 47.25 FEET;
12. THENCE RUN N.58°40'27"E. FOR A DISTANCE OF 18.60 FEET;
13. THENCE RUN N.76°41'42"E. FOR A DISTANCE OF 66.72 FEET;
14. THENCE RUN S.50°31'58"E. FOR A DISTANCE OF 26.11 FEET;
15. THENCE RUN S.51°14'01"E. FOR A DISTANCE OF 24.09 FEET;
16. THENCE RUN S.47°38'56"E. FOR A DISTANCE OF 26.92 FEET;
17. THENCE RUN S.54°53'49"E. FOR A DISTANCE OF 19.34 FEET;
18. THENCE RUN N.85°21'54"E. FOR A DISTANCE OF 16.74 FEET;
19. THENCE RUN N.74°00'57"E. FOR A DISTANCE OF 48.02 FEET;
20. THENCE RUN N.61°51'01"E. FOR A DISTANCE OF 72.57 FEET;
21. THENCE RUN S.55°38'59"E. FOR A DISTANCE OF 77.54 FEET;
22. THENCE RUN S.59°31'52"E. FOR A DISTANCE OF 33.99 FEET;
23. THENCE RUN N.76°03'42"E. FOR A DISTANCE OF 27.37 FEET;
24. THENCE RUN N.87°50'27"E. FOR A DISTANCE OF 36.13 FEET;
25. THENCE RUN N.36°05'12"E. FOR A DISTANCE OF 50.66 FEET;
26. THENCE RUN N.88°36'39"E. FOR A DISTANCE OF 35.39 FEET;
27. THENCE RUN N.70°21'57"E. FOR A DISTANCE OF 49.72 FEET;
28. THENCE RUN N.26°55'40"E. FOR A DISTANCE OF 17.31 FEET;
29. THENCE RUN N.70°37'41"E. FOR A DISTANCE OF 39.73 FEET;
30. THENCE RUN N.80°02'38"E. FOR A DISTANCE OF 28.96 FEET;
31. THENCE RUN N.79°21'36"E. FOR A DISTANCE OF 26.29 FEET;
32. THENCE RUN N.60°35'14"E. FOR A DISTANCE OF 56.67 FEET;
33. THENCE RUN N.55°05'27"E. FOR A DISTANCE OF 20.76 FEET;
34. THENCE RUN N.23°52'13"E. FOR A DISTANCE OF 23.90 FEET;

Continued from Sheet No. 3.31

A. A. Reeves, III
ISSUING OFFICER

Utility Director
TITLE

NAME OF COMPANY: NORTH FORT MYERS UTILITY, INC.
WASTEWATER TARIFF

35. THENCE RUN N.26°22'36"E. FOR A DISTANCE OF 27.78 FEET;
36. THENCE RUN N.11°17'15"E. FOR A DISTANCE OF 32.93 FEET;
37. THENCE RUN N.40°12'30"E. FOR A DISTANCE OF 44.39 FEET;
38. THENCE RUN N.55°04'30"E. FOR A DISTANCE OF 42.13 FEET;
39. THENCE RUN N.64°29'28"E. FOR A DISTANCE OF 61.62 FEET;
40. THENCE RUN S.83°16'04"E. FOR A DISTANCE OF 28.59 FEET;
41. THENCE RUN N.64°50'23"E. FOR A DISTANCE OF 33.85 FEET;
42. THENCE RUN N.78°22'01"E. FOR A DISTANCE OF 82.47 FEET;
43. THENCE RUN N.75°43'09"E. FOR A DISTANCE OF 37.09 FEET;
44. THENCE RUN N.60°31'22"E. FOR A DISTANCE OF 39.83 FEET;
45. THENCE RUN N.63°16'34"E. FOR A DISTANCE OF 62.80 FEET;
46. THENCE RUN N.49°25'12"E. FOR A DISTANCE OF 57.39 FEET TO A POINT ON A LINE LOCATED 300.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO THE NORTH-SOUTH QUARTER SECTION LINE OF SAID SECTION 19;

THENCE RUN S.01°29'40"E., PARALLEL WITH THE NORTH-SOUTH QUARTER SECTION LINE OF SAID SECTION 19, FOR A DISTANCE OF 671.77 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 10.766 ACRES, MORE OR LESS.

AND

WILLIAM'S ISLAND NORTHERLY PARCEL

A PORTION OF GOVERNMENT LOT 6 OF SECTION 19, TOWNSHIP 43 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 43 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.01°29'40"W., ALONG THE QUARTER SECTION LINE OF SAID SECTION 19, FOR A DISTANCE OF 1,099.34 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF CANAL 43; THENCE RUN N.88°02'20"W., ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID CANAL 43, FOR A DISTANCE OF 300.55 FEET TO A POINT 300.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE QUARTER SECTION LINE OF SAID SECTION 19; THENCE RUN N.01°29'40"W., PARALLEL WITH THE QUARTER SECTION LINE OF SAID SECTION 19, FOR A DISTANCE OF 1,626.16 FEET TO A POINT ON THE MEAN HIGH WATER LINE OF THE OLD RIVER BED OF THE CALOOSAHATCHEE RIVER HAVING ELEVATION 0.23' NAVD '88 (NORTH AMERICAN DATUM 1988) AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN, ALONG SAID MEAN HIGH WATER LINE, FOR THE FOLLOWING COURSES:

1. S.67°11'49"W. FOR A DISTANCE OF 8.19 FEET;
2. THENCE RUN N.81°04'31"W. FOR A DISTANCE OF 36.37 FEET;
3. THENCE RUN N.72°22'16"W. FOR A DISTANCE OF 53.77 FEET;
4. THENCE RUN S.70°43'07"W. FOR A DISTANCE OF 32.56 FEET;

Continued from Sheet No. 3.32

A.A. Reeves, III
ISSUING OFFICER

Utility Director
TITLE

NAME OF COMPANY: NORTH FORT MYERS UTILITY, INC.
WASTEWATER TARIFF

5. THENCE RUN S.68°12'27"W. FOR A DISTANCE OF 32.86 FEET;
6. THENCE RUN S.58°28'14"W. FOR A DISTANCE OF 73.97 FEET;
7. THENCE RUN S.67°31'54"W. FOR A DISTANCE OF 54.34 FEET;
8. THENCE RUN S.55°31'31"W. FOR A DISTANCE OF 29.18 FEET;
9. THENCE RUN S.60°37'55"W. FOR A DISTANCE OF 30.71 FEET;
10. THENCE RUN S.44°55'12"W. FOR A DISTANCE OF 77.54 FEET;
11. THENCE RUN S.34°30'17"W. FOR A DISTANCE OF 33.61 FEET;
12. THENCE RUN S.41°10'53"W. FOR A DISTANCE OF 46.49 FEET;
13. THENCE RUN S.54°19'31"W. FOR A DISTANCE OF 20.40 FEET;
14. THENCE RUN S.23°28'13"W. FOR A DISTANCE OF 48.08 FEET;
15. THENCE RUN S.61°28'41"W. FOR A DISTANCE OF 43.49 FEET;
16. THENCE RUN S.41°15'42"W. FOR A DISTANCE OF 32.21 FEET;
17. THENCE RUN S.34°58'19"W. FOR A DISTANCE OF 33.67 FEET;
18. THENCE RUN S.39°45'05"W. FOR A DISTANCE OF 55.04 FEET;
19. THENCE RUN S.40°43'08"W. FOR A DISTANCE OF 42.99 FEET;
20. THENCE RUN N.33°38'57"E. FOR A DISTANCE OF 44.00 FEET;
21. THENCE RUN N.31°33'27"E. FOR A DISTANCE OF 35.62 FEET;
22. THENCE RUN N.46°33'15"E. FOR A DISTANCE OF 21.41 FEET;
23. THENCE RUN N.33°23'31"E. FOR A DISTANCE OF 33.52 FEET;
24. THENCE RUN N.53°54'14"E. FOR A DISTANCE OF 32.46 FEET;
25. THENCE RUN N.45°16'00"E. FOR A DISTANCE OF 43.47 FEET;
26. THENCE RUN N.35°54'23"E. FOR A DISTANCE OF 41.10 FEET;
27. THENCE RUN N.52°22'04"E. FOR A DISTANCE OF 21.42 FEET;
28. THENCE RUN N.42°11'29"E. FOR A DISTANCE OF 46.78 FEET;
29. THENCE RUN N.32°18'28"E. FOR A DISTANCE OF 34.55 FEET;
30. THENCE RUN N.48°07'11"E. FOR A DISTANCE OF 37.55 FEET;
31. THENCE RUN N.38°39'40"E. FOR A DISTANCE OF 41.16 FEET;
32. THENCE RUN N.59°11'18"E. FOR A DISTANCE OF 30.98 FEET;
33. THENCE RUN N.55°06'41"E. FOR A DISTANCE OF 29.72 FEET;
34. THENCE RUN N.67°08'56"E. FOR A DISTANCE OF 35.19 FEET;
35. THENCE RUN N.57°57'46"E. FOR A DISTANCE OF 21.91 FEET;
36. THENCE RUN N.64°50'06"E. FOR A DISTANCE OF 32.90 FEET;
37. THENCE RUN N.59°31'35"E. FOR A DISTANCE OF 39.36 FEET;
38. THENCE RUN N.65°02'10"E. FOR A DISTANCE OF 31.63 FEET;
39. THENCE RUN N.71°30'59"E. FOR A DISTANCE OF 36.32 FEET;
40. THENCE RUN N.82°00'53"E. FOR A DISTANCE OF 43.91 FEET;
41. THENCE RUN N.86°42'40"E. FOR A DISTANCE OF 43.63 FEET;
42. THENCE RUN S.82°50'54"E. FOR A DISTANCE OF 6.67 FEET TO A POINT 300.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH-SOUTH QUARTER SECTION LINE OF SAID SECTION 19;

THENCE RUN S.01°29'40"E., PARALLEL WITH THE NORTH-SOUTH QUARTER SECTION LINE OF SAID SECTION 19, FOR A DISTANCE OF 35.34 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 0.160 ACRE, MORE OR LESS.

Continued from Sheet No. 3.33

A. A. Reeves, III
ISSUING OFFICER

Utility Director
TITLE

NAME OF COMPANY: NORTH FORT MYERS UTILITY, INC.

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

Order No. 12225, July 12, 1983

Township 43 South, Range 24 East, Section 8 and 9

Beginning at the southeast corner of said Section 8, and continuing South 88°31'00" W 2349.44 feet; thence North 88°31'33"W 1612.48 feet; thence N 0°11'10" E, 2200.0 feet; thence South 88°31'00" E 2349.44 feet; thence North 0°11'10"E 362.19 feet; thence South 89°51'50" East 1360.22 feet; thence North 64°05'00" East 380.00 feet to the West right of way line of US 41; thence South 25°55'00" East along said right of way line 1420.27 feet; thence South 25°57'31" East 349.0 feet; thence South 64°48'12" West 380.03 feet to a point on the FP&L easement; thence North 25°57'37" West along said easement 30.72 feet; thence South 63°06'52" West 2210.55 feet; thence North 89°59'48" West 154.91 feet; to the POINT OF BEGINNING.

(Continued to Sheet No. 3.2)

JACK SCHENKMAN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: NORTH FORT MYERS UTILITY, INC.

WATER TARIFF

(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED

Section 8, T. 43 S., R. 24 E.
Lee County, Florida
Order No. 17020, December 24, 1986

A tract or parcel of land lying in Section 8, Township 43 South, Range 24 East, Lee County, Florida, which tract or parcel is described as follows:

Beginning at the northeast corner of that parcel described in deed recorded in Official Record Book 1086 at page 797, Lee County Records run S88°31'00" W parallel with the south line of the southeast quarter (SE -1/4) of said Section 8 along the north line of said parcel for 2,349.30 feet to an intersection with a line parallel with and 2,200 feet north of (as measured on a line parallel with the east line of Section 8) the south line of the southwest quarter (SW-1/4) of said Section 8 said point being at the directional change on the north line of said parcel; thence run N88°31'33" W along said parallel line along the north line of said parcel for 1612.32 feet to the northwest corner of said parcel; thence run S00°11'10"W parallel with the east line of said Section 8 along the west line of said parcel for 2,200.00 feet to the south line of said Section 8; thence run N88°31'33" W along said south line for 1032.12 feet to the southwest corner of said Section 8; thence run N02°22'02"W along the west line of the southwest quarter (SW-1/4) of said Section 8 for 2,639.76 feet to the northwest corner of said fraction of a section; then run N02°13'44"E along the west line of the northwest quarter (NW-1/4) for 1,979.63 feet to the southwest corner of the north half (N-1/2) of the north half (N-1/2) of the north half (N-1/2) of said Section 8; thence run along the south line of said fraction of a section S89°31'02"E for 2,339.65 feet; S89°51'51"E for 2,701.74 feet to the southeast corner of said fraction of a section; thence run S00°11'10" W along the east line of said Section 8 for 2,446.83 feet to the Point of Beginning.

Containing 344.37 acres of land more or less.

(Continued to Sheet No. 3.3)

JACK SCHENKMAN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: NORTH FORT MYERS UTILITY, INC.

WATER TARIFF

(Continued from Sheet No. 3.2)

DESCRIPTION OF TERRITORY SERVED, CONTINUED

Section 9, T. 43 S., R. 24 E.

Lee County, Florida

Woff Parcel

A tract or parcel of land lying in Section 9, Township 43 South, Range 24 East, Lee County, Florida, which tract or parcel is described as follows:

From the intersection of the north line of said Section 9 and the former westerly right-of-way line (100 feet from the centerline) of State Road 45 run S 25°53'00" E along said former right-of-way line for 400.00 feet; thence run S. 64°07'00" W, perpendicular with said former right-of-way line, for 60.00 feet to the new westerly right-of-way line (160 feet from the centerline) of State Road 45 as described in instrument recorded in Official Record book 1080 at page 190, Lee County Records and the Point of Beginning. From said Point of Beginning run S 25°53'00" E along said new right-of-way line for 360.53 feet to a point of transitional right-of-way width of said State Road 45; thence run S25°30'05" E along said transitional right-of-way line for 239.47 feet; thence run S64°07'00" W, perpendicular with the former right-of-way line of said State Road 45, for 1,002.93 feet to the west line of said Section 9; thence run N00°41'40" E along said west line for 667.96 feet to an intersection with a line perpendicular to said former right-of-way line passing through the Point of Beginning; thence run N64°07'00" E along said perpendicular line for 710.98 feet to the Point of Beginning.

SUBJECT TO a 100 foot Florida Power & Light Company Transmission Line Easement, the centerline of which being parallel with and 500 feet southwesterly of the former right-of-way line (100 feet from the centerline) of said State Road 45.

(Continued to Sheet No. 3.4)

JACK SCHENKMAN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: NORTH FORT MYERS UTILITY, INC.

WATER TARIFF

(Continued from Sheet No. 3.3)

DESCRIPTION OF TERRITORY SERVED

Section 9, T. 43 S., R. 24 E.

Lee County, Florida

Salvatore Parcel

A tract or parcel of land lying in Section 9, Township 43 South, Range 24 East, Lee County, Florida, which tract or parcel is described as follows:

From the intersection of the north line of said Section 9 and the former westerly right-of-way line (100 feet from the centerline) of State Road 45 run S 25°53'00" E along said former right-of-way line for 1,000.00 feet; thence run S. 64°07'00" W, perpendicular with said former right-of-way line, for 61.60 feet to a point on the new right-of-way line as described in instrument recorded in Official Record book 1001 at page 781, Lee County Records and the Point of Beginning. From said Point of Beginning continue S 64°07'00" W along said perpendicular line for 1,002.93 feet to the west line of said Section 9; thence run S. 00°11'10" W along said west line for 293.45 feet to the southwest corner of the north half (N-1/2) of the northwest quarter (NW-1/4) of the southwest quarter (SW-1/4) of the northwest quarter (NW-1/4) of said Section 9; thence run S89° 51'49" E along the south line of said fraction of a section for 827.35 feet to an intersection with a line parallel with and 450 feet southwesterly of said former right-of-way line; thence run N25°53'00" W along said parallel line for 376.53 feet to an intersection with a southwesterly prolongation of the southeasterly line of that parcel of land recorded in Deed Book 247 at page 447 of the land records of Lee County, Florida; thence run N64°07'00" E along said southwesterly prolongation for 386.74 feet to an intersection with the new right-of-way line of said State Road 45; thence run N25°30'05" W along said new right-of-way line for 250.01 feet to the Point of Beginning.

SUBJECT TO a 100 foot Florida Power & Light Company Transmission Line Easement, the centerline of which being parallel with and 500 feet southwesterly of the former right-of-way line (100 feet from the centerline) of said State Road 45.

JACK SCHENKMAN
ISSUING OFFICER

PRESIDENT
TITLE

EXHIBIT "I"

Inventories

Group: 390-05 OFF FURN & EQUIP

310	Hanging Blue Print Cabinet	3/31/92
319	Blue Print Cabinet	4/30/92
337	File Cabinet	8/30/92
347	File Cabinet	9/30/92
357	Blue Print Cabinet	11/30/92
366	File Cabinet	4/30/93
393	TV/VCR	8/24/93
552	File Cabinet	10/26/95
	Office Computer	
	Billing System	

Group: 397-05 MISCELLAN EQUIP

29	Other General Equipment	5/01/82
572	Telemetering System	1/17/96
684	Lighting & Misc Electrical	5/01/97

Group: 396-05 COMMUNICAT EQUIP

578	Sensaphone Model 4100	2/24/96
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Group: 394-05 LABORATORY EQUIP

225	Lab Equipment	5/31/90
449	Microscope	10/12/94
457	Oxygen Electrode	10/31/94
458	Bod Probe & PH Meter	10/31/94
459	Misc Lab Supplies	10/31/94
461	Mercury Thermometer	11/07/94
463	Incubator	12/12/94
471	Casserole Petri Dish & Etc	12/21/94
472	Autoclave & Dryer	12/24/94
479	12 Cabinets	2/08/95
490	Water Bath	4/06/95
491	Conductivity Meter	4/06/95
513	Colony Counter	5/31/95
514	Water Purifier	5/31/95

Group: 393-05 TOOL SHOP & GARAGE

326	Crane	6/19/92
342	Ladder	9/28/92
348	Chart Recorder	10/08/92
349	Tool Box	10/13/92
350	Recorder Meter	10/26/92
356	Flow Meter	11/04/92
358	Clamp Meter	12/29/92
368	Safety Equipment	5/04/93
390	Tripod & Strap	7/06/93
392	Safety Equipment	8/10/93
405	4 Ton Body Frame Kit	2/15/94
432	Magnetic Locator	7/15/94
525	Capacitor Meter	6/28/95
539	Pump & Suction Hose	8/11/95
573	Air Pack	1/29/96
618	Kubota Diesel Tractor	8/23/96
747	A.A. Audit Adjustment	12/31/97
751	EMS Marker Locator	8/17/98
1276	Scotts Lawn Mower	10/10/02
1347	Husqvarna 48" hydrostatic	1/13/04
1666	3" Diaphragm Pump #PDT3A Mod F	2/14/06

Group: 395-05 PWR OPERATED EQUIP

362	Gasoline Blower	2/28/93
363	Chain Saw	3/23/93
419	Sewer Cleaner	3/25/94
1325	Generator Mtd on Trailer 3 Phase	9/04/03
1412	2 Portable Generators	12/31/04
1481	Portable Generator	6/01/05
1647	Generator - 100 KW Main L/Sta	10/01/05
1708	Generators L/S - Foxmeer & OBP	4/06/06
1709	Generators L/S - Brooks, Tamiami &	9/01/06