

- 1 Q. When was the first contact between Gulf and the
2 University?
- 3 A. The first meeting was held on January 12, 1994 at
4 Gulf's office. Present at the meeting were myself,
5 Kathy Babcock of Gulf, Tom Taylor and Ned Dewhurst of
6 Hole, Montes and Associates (the university's
7 engineers at that time) and Lewis Everline, of the
8 State University System of Florida. Seven (7)
9 meetings were held from January 1994 through August
10 1995.
- 11 Q. Was this then an arms length contract between
12 disinterested parties?
- 13 A. Yes, it was.
- 14 Q. Would you briefly summarize the contract.
- 15 A. First, it has the provisions of our standard service
16 contracts, namely setting the point of delivery, size
17 of facilities, and the responsibilities of the
18 parties. The contract provides for Gulf to install
19 the facilities to provide service to each of the
20 buildings. The size and location of the mains were
21 negotiated between the parties. FGCU initially
22 considered requesting treatment as a bulk customer,
23 with one meter for all service but from Gulf's point
24 of view, each building is a point of delivery, metered
25 separately and billed at the retail rate.

1 Q. What are some of the factors Gulf took into
2 consideration in entering into this contract with
3 FGCU?

4 A. FGCU will make a major contribution to the improvement
5 of the overall area. It will make higher education
6 available to our local young people (this was the only
7 area of the state without a 4 year state university)
8 bring additional availability of arts and science to
9 the area, and bring stable employment to the area.
10 Unlike other developments that take years to generate
11 significant revenue, the university will be our
12 largest single source of revenue in its first year of
13 operation.

14 To Gulf this means:

- 15 (a) with revenues of approximately \$100,000 and
16 incremental expenses of \$17,800, this one
17 customer will make an important contribution to
18 the overall operations of the Company;
- 19 (b) FGCU will stabilize and improve the quality of
20 revenues of the Company;
- 21 (c) with a customer of this size and stability, it
22 will be important in future financing;
- 23 (d) the economy of scale has demonstrated that
24 overall cost is stabilized forward, benefiting
25 all customers.

1 The above were important factors in the contract
2 identified as Exhibit_(JWM-11). Overall, this is an
3 important customer, making substantial contributions
4 to the area and to the Company.

5 Q. Was the Florida Public Service Commission aware this
6 agreement was being negotiated?

7 A. Yes, they were. According to the University's Vice
8 President for Administration and the Director of
9 Facilities Planning, Public Service Commission Staff
10 met with them in Pt. Myers to discuss service from
11 Gulf prior to the agreement being finalized and
12 executed.

13 Q. Does this conclude your testimony on this subject?

14 A. Yes, it does.

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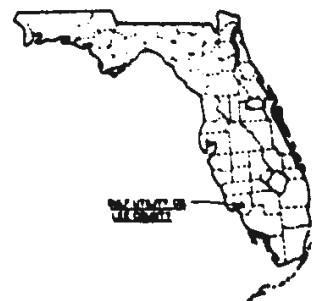
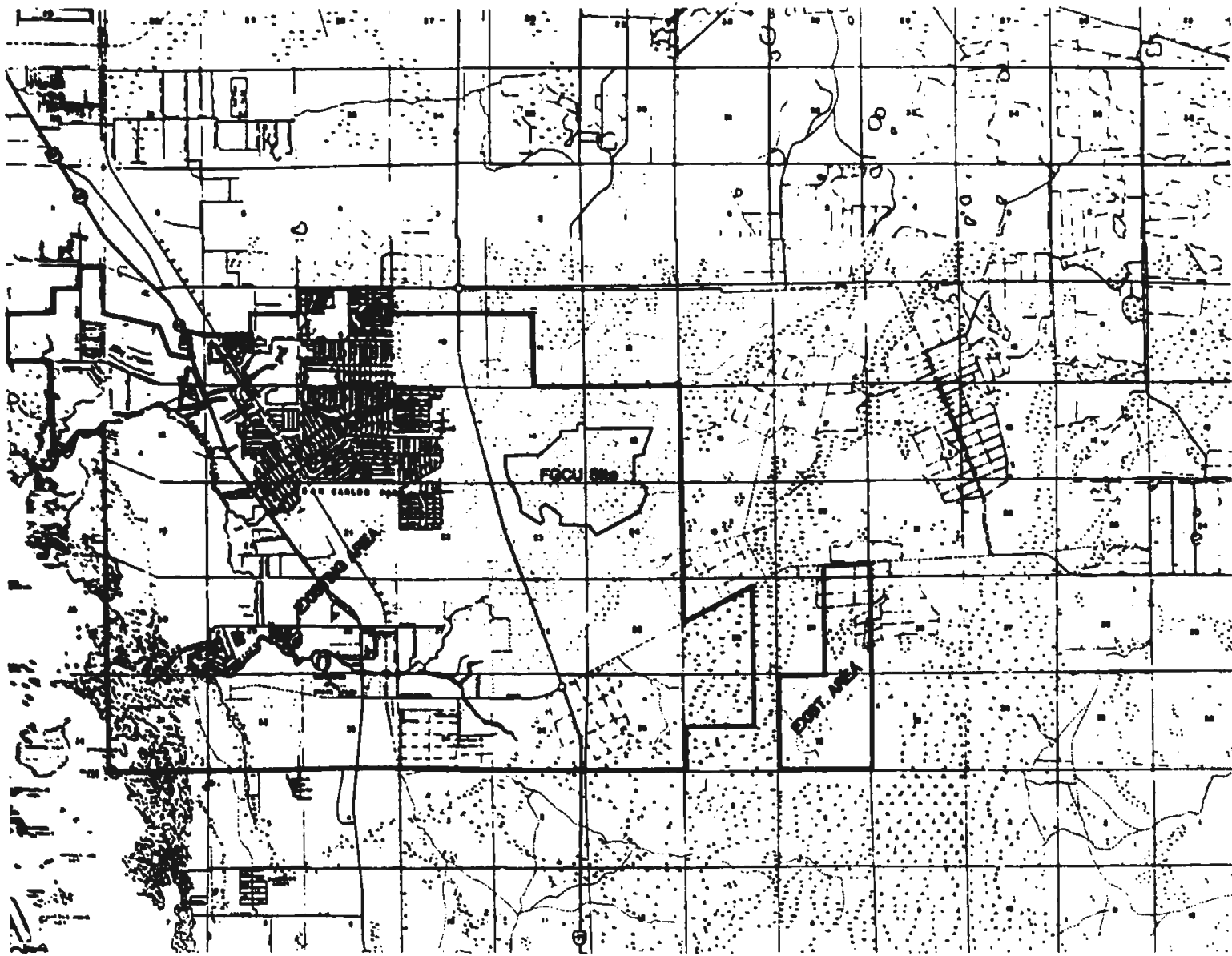
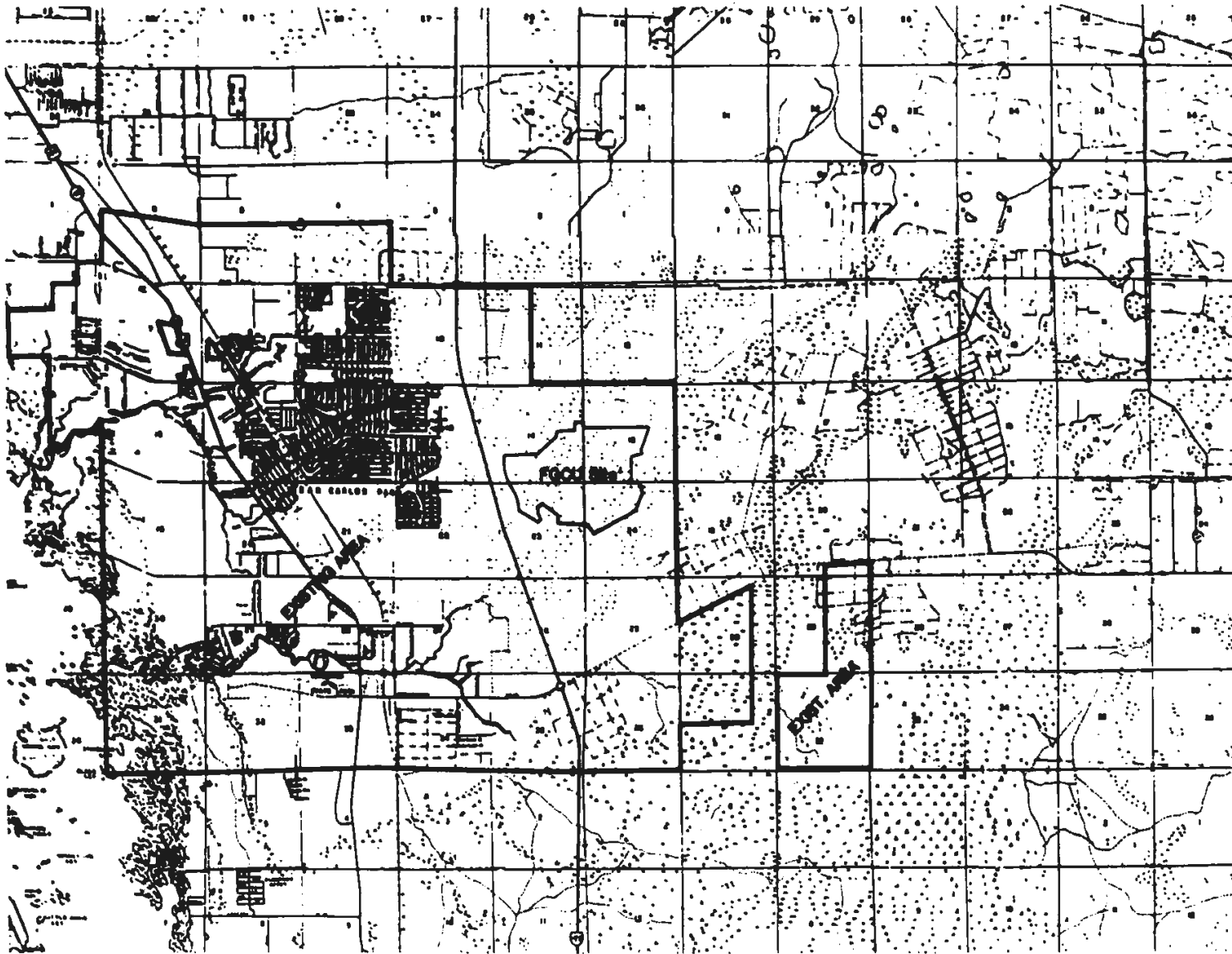


Exhibit - (Twn-9)
Pg. 1 of 2

WATER FRANCHISE AREA
 GULF UTILITY COMPANY
 18813 BARTOW BLVD. S.E.
 PORT MYERS, FLORIDA 33912
 (813) 387-1000

	SOURCE, INC. WATER FRANCHISES PUBLIC UTILITY 1987	SHEET NO. 1
	DATE: 1/1/87	SCALE: 1" = 1 MILE



LEGS
 1/4" = 100' (FRANCHISE AREA)

Exhibit - (SMF)
 Pg. 2 of 2

SEWER FRANCHISE AREA
 GULF UTILITY COMPANY
 18013 BARTON BLVD. S.E.
 FORT MYERS, FLORIDA 33912
 (813) 397-1000

Photos by BRUCE FINE/News-Press

COLLEGE SPROUTING: Florida Gulf Coast University takes shape in south Fort Myers east of Interstate 75 between Alico and Corkscrew roads. Classes begin at the school in August.

Exhibit_(JWM-11)

Witness: Moore

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AGREEMENT BETWEEN
GULF UTILITY COMPANY
AND
FLORIDA GULF COAST UNIVERSITY

AGREEMENT

THIS AGREEMENT, made as of this 12th day of December, 1996, between THE BOARD OF REGENTS OF THE DIVISION OF UNIVERSITIES OF THE DEPARTMENT OF EDUCATION, a body corporate created pursuant to the laws of the State of Florida, its successors and assigns ("OWNER"), and GULF UTILITY COMPANY, a Florida corporation ("UTILITY").

RECITALS

The purpose of this Agreement is to set forth in detail the (i) terms and conditions under which UTILITY will extend and provide water and wastewater service to OWNER's property (as hereinafter defined), which is being developed as Florida Gulf Coast University, and the (ii) obligations and requirements of each party with respect to the installation and maintenance of certain facilities.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. **Definitions** - For the purpose of this Agreement, the following terms shall have the following meanings:

(a) **Active Connection** - A connection to UTILITY's wastewater and/or water system at the Point of Delivery, whether or not service is currently being provided.

(b) **Customer Connection Charges** - Payment made to the UTILITY for the cost of installing a connection from UTILITY's water main or sewer lines, including, but not limited to, the cost of piping, the Meter Installation Fee and any applicable allowance due UTILITY for funds prudently invested.

(c) **CIAC** - The amount or item of money, services, or property received by UTILITY, from OWNER, any portion of which is provided at no cost to UTILITY, which represents an addition or transfer to the capital of the UTILITY, and which is utilized to offset the acquisition, improvement, or construction costs of the UTILITY's property, facilities, or equipment used to provide service to the Property. The term includes System Capacity Charges, Main Extension Charges and Customer Connection Charges.

(d) **Customer Installation** - All facilities on the customer's side of the Point of Delivery.

(e) **ERC** - With respect to water service, 396 gallons per day. With respect to sewer service, 250 gallons per day. The gallonage amounts as to water and sewer service may change from

time to time in accordance with UTILITY's Water and Sewer Tariff's filed with the FPSC.

(f) FPSC - The Florida Public Service Commission.

(g) Governmental Agency - Any governmental or quasi-governmental authority which exercises jurisdiction over or regulates the UTILITY and its operation, the construction and use of the Gulf Facilities, the University Facilities and the Property and/or any improvements which may be constructed thereon.

(h) Intended Use - The proposed use of the Property, which use is for institutional/educational purposes. The Property is being developed as the State of Florida's tenth university, and may be used for any and all such purposes now or hereafter permitted by applicable law.

(i) Main Extension Charge - Charge made by the UTILITY for the purpose of covering all or part of the UTILITY's capital costs in extending or oversizing its off-site facilities to provide service to the Property, determined in accordance with the Rules of the FPSC.

(j) Meter Installation Fee - The amount authorized by the FPSC for installing the water measuring device at the Point of Delivery, including materials and labor required.

(k) Gulf Facilities - The water distribution system and sewer collection system, the purpose of which is to provide water and sewer service to the Property and elsewhere, if anywhere else, to be designed, constructed by, owned and maintained by UTILITY in accordance with the terms of this Agreement and which are identified as the "Gulf Facilities" in the Plans and Specifications. Gulf Facilities shall specifically include the water and sewer mains, lift stations and any and all appurtenances associated with and necessary for the operation of the water distribution system and sewer collection system located on the university entrance road and on the Property, the first Phase of which is more specifically described in Exhibit B attached hereto.

(l) University Facilities - The water distribution system and/or sewage collection system which is to (or may) be constructed, owned and maintained by OWNER, and which are not dedicated to Gulf, and which are identified as the "University Facilities" in the Plans and Specifications. The University Facilities are and shall remain the property of OWNER. At the present time it is anticipated that all of the water distribution system and sewer collection system will be Gulf Facilities, and that such Gulf Facilities shall extend to the Point of Delivery for each building, as necessary, constructed on the Property requiring such services.

(m) Plans and Specifications - The engineering plans and the specifications of materials to be used and method of construction for the Gulf Facilities and University Facilities (if any) prepared by a licensed Florida engineer in compliance with all applicable laws, codes, rules, regulations and the UTILITY's prescribed standards and general construction specifications.

(n) Point of Delivery - The point of delivery of service where the pipes or meters of UTILITY are connected to the various pipes or facilities constructed by OWNER.

(o) Phase - That part of the Property which is being or is to be developed as a unit by OWNER.

(p) Property - The land described in Exhibit A attached hereto and made a part hereof, or any Phase thereof when applicable.

(q) Reservation of Capacity Charge - The charge made by UTILITY for the reservation of water and/or sewage service capacity.

(r) System Capacity Charge - The charge made by UTILITY for each new connection to its system to defray a portion of the cost of the system.

(s) Tax Impact Amount - An amount equal to the tax liability incurred by UTILITY arising from OWNER's taxable contributions and advances for construction to UTILITY, if any, and more particularly defined in paragraph 3N of this Agreement.

(t) Treatment Facility - Facilities owned by the UTILITY for production, treatment and storage of water or the treatment and disposal of sewage.

2. Owner's Grant of Rights and Privileges.

A. Subject to the provisions of this Agreement, OWNER hereby grants and gives to UTILITY, its successors and assigns, the following rights, privileges and easements:

(i) The exclusive right or privilege to furnish potable water and sewage collection service to the Property and to all buildings constructed thereon and to all occupants thereof.

(ii) The exclusive right and privilege to develop, construct, reconstruct, own, repair, replace, maintain, expand and operate the Gulf Facilities in, under, upon, over and across non-exclusive easements granted and to be granted to UTILITY for such purposes. Such easements shall be granted as are reasonably

necessary to permit UTILITY to safely and efficiently develop, construct, reconstruct, own, repair, replace, maintain, expand and operate the Gulf Facilities. Such non-exclusive easements shall provide to UTILITY the right to exclusively perform all the aforesaid activities with respect to the Gulf Facilities; provided, however, that other non-exclusive easements may be granted to other utility providers (except other water and wastewater providers) so long as the rights granted to such other utility providers do not permit such other providers to interfere with, hinder or otherwise impair UTILITY's rights. These easements shall be non-exclusive and unobstructed. OWNER retains the right to engage in any activities on, over, below or across the easement areas which do not unreasonably interfere with UTILITY's exercise of the easements, and OWNER further retains the right to grant compatible uses to third parties (but not other water and sewer utility providers) during the terms of the easements. OWNER agrees that it will not take any actions (including, but not limited to, the construction by OWNER of any building on any easement area), or grant to third parties the right to take any actions, that would unreasonably interfere with UTILITY's exercise of its rights under the easements. UTILITY shall further be granted the right of ingress and egress over and across that portion of the Property reasonably necessary to enable UTILITY to use and enjoy the easements herein provided. The right to grant such easements is held by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, its successors and assigns ("the Internal Improvement Trust"). The Property is owned by the Internal Improvement Trust and is leased by it to the OWNER. The Internal Improvement Trust has agreed to grant non-exclusive easements to UTILITY for the first Phase of the Gulf Facilities, which non-exclusive easements will be in the form attached hereto as Exhibit E. Such easements (and all easements that may be granted to UTILITY in the future) will be on forms provided by or otherwise acceptable to the Internal Improvement Trust. Any and all such easements, although non-exclusive, shall otherwise be free and clear of liens and encumbrances, and, subject to continued use, perpetual in duration; provided, however, that the specific duration of the easements and all of the other terms and conditions thereof shall be subject to the approval of the Internal Improvement Trust. Subject to the preceding sentence, the OWNER agrees that all easements issued in the future may be in the form attached hereto as Exhibit E. The easements so issued shall be recorded by UTILITY in the public records of Lee County, Florida.

3. Representation, Warranties, Covenants and Agreements of Owner. To the extent indicated in each paragraph below, OWNER represents, warrants to, covenants and/or agrees with, UTILITY as follows:

A. OWNER represents and warrants that the Internal Improvement Trust is the owner in fee simple of the Property, has dedicated the Property for the use and benefit of OWNER and has authorized OWNER to enter into and perform the obligations of OWNER hereunder. OWNER is developing the Property for the Intended Use, has acquired the right to develop the Property and has acquired (or is in the process of acquiring) all development permits, licenses and rights necessary to develop the first Phase of the Property for the Intended Use, in accordance with all applicable laws, ordinances, rules and regulations.

B. OWNER represents and warrants that it is a body corporate organized in good standing under the laws of the State of Florida, and the execution, delivery and performance by OWNER of this Agreement are within its authorized powers and have been duly authorized by all requisite action.

C. OWNER represents that it currently intends to develop the Property in Phases, currently estimated to be on the time schedule, and requiring water and sewage collection service, as indicated on Exhibit C attached hereto and made a part hereof. The provisions of this paragraph 3C and of Exhibit C are, however, subject to change as the needs and funding of the OWNER may require, in the OWNER's sole discretion, which changes shall be reported promptly to UTILITY as they occur. Accordingly, the OWNER's needs shall be subject to change, and additional capacity may hereafter be reserved by OWNER as herein provided in such additional increments as OWNER may request, subject to OWNER providing UTILITY with reasonable advance notice of the same and, further, subject to the availability of such additional capacity.

D. OWNER agrees, at its sole cost and expense, that it shall cause to be prepared the Plans and Specifications for the University Facilities, if any, and OWNER shall be responsible for construction and maintenance of the same. OWNER shall provide UTILITY with a set of as-built drawings for any University Facilities that are in proximity to, or that could affect the installation, maintenance, repair or replacement of, the Gulf Facilities, such drawings to be provided to UTILITY following completion of construction of such University Facilities.

E. OWNER agrees that in relation to University Facilities, UTILITY shall have the right to approve the points of connection (i.e., as to location, depth, size, type of components and other relevant information) between the University Facilities and the Gulf Facilities, which approval shall not be unreasonably withheld.

F. OWNER acknowledges and agrees that UTILITY would not construct the Gulf Facilities but for OWNER's agreement to develop the Property for the Intended Use requiring the water and sewer service described in Section 3C hereof.

G. OWNER agrees that it shall be solely responsible for the construction and maintenance of the University Facilities, if any, which construction and maintenance shall be performed in accordance with the laws, rules and regulations of all Governmental Agencies having jurisdiction with respect thereto.

H. Subject to the provisions of paragraphs 6A(iii) and 3N, OWNER shall pay to UTILITY the following sums as CIAC:

A total of \$419,030.29 was paid to UTILITY on December 18, 1995. \$261,350.00 of this sum is a Reservation of Capacity Charge for the reservation of capacity for the total water and wastewater ERC's to be furnished in the first Phase of the Property. \$157,680.29 of this sum represents the Tax Impact Amount on such Reservation of Capacity Charge, and \$-0- represents the amount due UTILITY (for the first Phase of the Gulf Facilities) as an allowance for funds prudently invested pursuant to UTILITY'S Water and Sewer Tariffs filed with the FPSC (with the understanding that some amount may or may not be due for this item in relation to future Phases). \$146,400.00 of the Reservation of Capacity Charge shall be for the reservation of 183 water ERC's and \$114,950.00 of the Reservation of Capacity Charge shall be for the reservation of 209 wastewater ERC's. As OWNER commences development of each subsequent Phase, and provided UTILITY has unreserved capacity available, OWNER shall pay to UTILITY as a Reservation of Capacity Charge an amount equal to UTILITY'S applicable System Capacity Charge for water and wastewater service then in effect for the total amount of ERC's required for such Phase, plus the applicable Tax Impact Amount. OWNER expressly acknowledges and agrees that the Reservation of Capacity Charges and Tax Impact Amounts are for reservations of capacity, that the Reservation of Capacity Charges and Tax Impact Amounts are non-refundable and are fully earned upon UTILITY'S reservation of capacity, and that the Reservation of Capacity Charges do not necessarily reflect the actual amount of System Capacity Charges for which OWNER is

liable. At such time as the System Capacity Charge is determined, the Reservation of Capacity Charge will be applied toward the actual System Capacity Charge. The actual amount of the System Capacity Charge will be determined at the time when the OWNER connection is made and the OWNER begins to take service. At such time, OWNER and UTILITY agree to make adjustments, if any, between the sums paid as a Reservation of Capacity Charge and the actual amount of the System Capacity Charge.

I. OWNER agrees that receipt of CIAC by UTILITY, if any, is not intended to nor shall it be construed as a waiver by UTILITY of any of its rates, rate schedules or rules and regulations, and their enforcement shall not be affected in any manner whatsoever by OWNER making the contribution. UTILITY shall not be obligated to refund to OWNER any portion of the value of the CIAC for any reason whatsoever, nor shall UTILITY pay any interest or rate of interest upon the CIAC. Neither OWNER nor any person or other entity holding any of the Property by, through or under OWNER, or otherwise, shall have any present or future right, title, claim or interest in and to the CIAC or to any of the facilities and properties of UTILITY, and all prohibitions applicable to OWNER with respect to no refund of contributions and no interest payment on the CIAC, are applicable to all persons or entities.

J. OWNER agrees that all Gulf Facilities shall at all times remain in the sole, complete and exclusive ownership of UTILITY, its successors and assigns, and used or held for use by UTILITY in connection for providing water and sewage service to the Property, and any person or entity owning any part of the Property or any improvements constructed or located thereon, shall not have any right, title, claim or interest in and to Gulf Facilities, or any part of them, for any purpose, including the furnishing of water and sewage services to other persons or entities located within or beyond the limits of the Property. OWNER hereby disclaims any right, title or interest in the Gulf Facilities, and agrees that the same are subject to the exclusive ownership of UTILITY. The foregoing provisions of this paragraph 3J to the contrary notwithstanding, this paragraph 3J is expressly subject to the provisions of paragraph 7C below.

K. OWNER agrees that, subject to the provisions of this Agreement, and during the term hereof, it is the intention of the parties hereto that UTILITY shall have the sole and exclusive right and privilege to provide water and sewage service to the Property.

L. OWNER agrees that upon request of UTILITY and Final Approval by OWNER of the relevant Gulf Facilities, the OWNER, subject to the provisions of paragraph 2A(ii) above, shall cause

non-exclusive easements to be issued in favor of UTILITY for recording in the public records as described in paragraph 2A(ii) above. If the OWNER chooses to relocate any of the Gulf Facilities (in accordance with paragraph 6.1F below), the OWNER, subject to the provisions of paragraph 2A(ii) above, shall cause new or amended non-exclusive easements to be issued to UTILITY. In either event, should it ever appear that the easements herein provided for need to be amended, adjusted or modified in any way so as to accurately reflect the location of the Gulf Facilities within such easements, the parties agree to cooperate with one another in seeking to amend, adjust or modify the easements as may be appropriate and necessary for such purpose.

M. OWNER acknowledges that it has had the opportunity to become familiar with the terms and conditions of UTILITY's Water and Sewage Tariffs and Water Service Availability and Main Extension Policy filed with the FPSC, which tariffs and policy are available for inspection at UTILITY's office during normal working hours.

N. Because of the repeal of Section 118(b) of the Internal Revenue Code, UTILITY shall charge OWNER, and OWNER agrees to pay UTILITY at the time OWNER makes taxable contributions and advances for construction (if any), the Tax Impact Amount, as hereinafter defined, on all taxable contributions and advances for construction (if any), as defined in the tax law and received by UTILITY from OWNER on or after the date of this Agreement.

For purposes of this Agreement, "Tax Impact Amount" is defined as follows:

$$\text{TAX IMPACT AMOUNT} = ((\text{CP} - (\text{CP} \times \text{AR})) \times \text{CTR}) \times (1/1-\text{CTR})$$

Where: CP = Contributed Plant
AR = Accelerated Tax Depreciation Rate
CTR = Combined Federal and State Income Tax Rate of 37.63%

Prior to payment of the Tax Impact Amounts, if any, UTILITY shall provide to OWNER actual calculations under which the Tax Impact Amounts have been determined. UTILITY shall hold and apply all Tax Impact Amounts collected by it in accordance with the rules of the FPSC.

O. OWNER agrees that notwithstanding any other provision herein to the contrary, and notwithstanding UTILITY's acknowledgement that the Property may be developed in Phases, all water and/or sewage service planned in subsequent Phases is subject to UTILITY's availability of unreserved capacity at the time of development of any subsequent Phase and that UTILITY is under no obligation to provide such water and/or sewage service until such time as UTILITY has been paid the applicable Reservation of

Capacity Charge for any such subsequent Phase and such available capacity has been confirmed to UTILITY by the applicable Governmental Agencies.

P. In the event the Property or any part thereof is used as a restaurant or any other use involving commercial kitchen facilities, or any other use requiring the utilization of a Grease Trap (as hereinafter defined), OWNER agrees that it shall include as part of the University Facilities, as appropriate, such grease interceptors or grease traps (a "Grease Trap") as may reasonably be required by UTILITY or by applicable law, codes, rules, regulations and standards of Governmental Agencies as the same may from time to time be amended (the "Grease Trap Rules"). Provisions for a Grease Trap shall be included in the Plans and Specifications and shall call for such size, capacity and other specifications as are required by the Grease Trap Rules and any reasonable requirements of UTILITY and the applicable requirements of Governmental Agencies. OWNER shall obtain the necessary permits for the Grease Trap and shall operate and maintain the same in accordance with the Grease Trap Rules and any reasonable requirements of UTILITY and the applicable requirements of Governmental Agencies. OWNER shall furnish UTILITY with copies of all permits, maintenance schedules and service invoices that OWNER is required to provide under the Grease Trap Rules. UTILITY shall have the right, but not the obligation, to inspect and test any Grease Trap in order to ensure OWNER'S compliance with the terms hereof.

Q. OWNER agrees that in the event OWNER installs private fire lines in or about the Property, OWNER shall so advise UTILITY and shall construct such private fire lines in accordance with the requirements of all Governmental Agencies. All such private fire lines shall remain the property of OWNER and OWNER shall be solely responsible for the construction, use, operation, maintenance, repair and replacement of the same. UTILITY assumes no responsibility whatsoever for the condition or quality of OWNER'S private fire lines. UTILITY shall be paid a base facility charge for service to such private fire lines in accordance with UTILITY'S tariff respecting same on file with the FPSC, as such tariff may from time to time be amended or modified. In connection herewith, OWNER shall install and maintain a fire service connection sized to the meter relating to such private fire lines in accordance with UTILITY'S requirements. The private fire service connection shall remain the OWNER'S property. UTILITY agrees that it will provide adequate water pressure and flow to the point of the above described connection to OWNER'S private fire lines to allow them to operate in accordance with applicable requirements of all Governmental Agencies; provided, however, that OWNER agrees that UTILITY shall not be responsible if the water pressure or flow is not adequate as the result of shortages in UTILITY'S water supply due to drought or abnormally high use by other customers of UTILITY, or by any force majeure (as described in paragraph 8 below).

R. Prior to UTILITY furnishing water or sewer service, UTILITY shall install water meter boxes and OWNER agrees that it shall thereupon pay UTILITY a Meter Installation Fee, either based upon the applicable fees listed in UTILITY's tariffs on file with FPSC or, if no fee is listed for the water meter box in question, based upon UTILITY's actual cost for the same (including reasonable material and labor costs), for which OWNER, upon request, shall be entitled to receive substantiating data from UTILITY.

S. Unless UTILITY, at its sole discretion, elects to make the customer connection, responsibility for connecting the Customer Installation to the lines of UTILITY at the Point of Delivery is the OWNER's, or entity other than UTILITY, and as to such connections, it is agreed that:

(i) All Customer Installation connections must be inspected by UTILITY before backfilling and covering of any pipes;

(ii) The type of pipe for Customer Installation shall be first specified by UTILITY;

(iii) Notice to UTILITY requesting an inspection of a Customer Installation connection, and the meter box, if installed by OWNER, is to be given by either the plumber or OWNER, and the inspection will be made by UTILITY within twenty-four (24) hours;

(iv) If the OWNER does not comply with the foregoing inspection provisions, UTILITY may refuse service to a connection that has not been inspected; and

(v) The costs and expenses of constructing all Customer Installations and all costs and expenses of operating, repairing and maintaining any Customer Installation shall be that of OWNER or entity other than UTILITY.

4. Final Approval.

A. Final approval ("Final Approval") by UTILITY of a Phase or of a relocation shall occur upon satisfaction of all of the following:

(i) Completion of construction of any University Facilities, any relocated Gulf Facilities or any Gulf Facilities constructed pursuant to paragraphs 6.1M and 6.1A(i) hereof, in accordance with the respective Plans and Specifications applicable to the same;

(ii) Delivery to UTILITY by OWNER of four (4) complete sets of as-built Plans and Specifications for the University Facilities, any relocated Gulf Facilities or any Gulf Facilities constructed pursuant to paragraphs 6.1M and 6.1A(i) hereof, as the case may be;

(iii) Delivery to UTILITY of a survey or surveys, prepared and sealed by a registered Florida surveyor, showing (a) the final locations of all easements within the Property to be granted UTILITY for any relocated Gulf Facilities or any Gulf Facilities constructed pursuant to paragraphs 6.1M and 6.1A(i) hereof, and (b) with reasonable specificity, the location of any relocated Gulf Facilities or any Gulf Facilities constructed pursuant to paragraphs 6.1M and 6.1A(i) hereof within such easements and the Property;

(iv) Any applicable engineering tests and evaluations have been completed to the reasonable satisfaction of UTILITY; and

(v) Delivery to UTILITY of the easements described in paragraphs 2A(ii), 3L and 6.1F hereof.

B. Final Approval ("Final Approval") by OWNER (whether in relation to a whole Phase, or to relocations, if any, within an existing Phase) shall occur upon satisfaction of the following:

(i) Completion of construction of the Gulf Facilities in accordance with the Plans and Specifications for the Gulf Facilities; and

(ii) Delivery to OWNER of four (4) complete sets of as-built Plans and Specifications for the Gulf Facilities.

5. Conditions to Parties' Obligation. The parties shall not be obligated under this Agreement unless UTILITY receives all necessary approvals and authorizations from the applicable Governmental Agencies to provide water and sewer service to the Property and to use the Gulf Facilities for such purposes. UTILITY agrees that it will diligently make the necessary and proper applications to all applicable Governmental Agencies. OWNER agrees to cooperate with UTILITY in its effort to obtain the requisite approvals and will prepare and deliver such information, instruments and other matters reasonably needed by UTILITY with respect of making such applications.

6. Representations, Warranties, Covenants and Agreements of Utility. UTILITY represents and warrants to, and covenants and agrees with, OWNER as follows:

A. Upon payment of the Reservation of Capacity Charge and Tax Impact Amount, if any, pursuant to paragraph 3H above, UTILITY shall reserve the necessary plant capacity to provide OWNER with water and sewer service specified in paragraph 3C for the applicable Phase for which payment has been made, with such reservation commencing from the date of such payment and continuing for the period of this Agreement. Except for the first Phase (for which UTILITY hereby confirms the availability of capacity), the

provisions of this paragraph are subject to capacity being available (as the same is also described in paragraph 3C above).

Upon satisfaction of the conditions precedent to UTILITY'S obligations under this Agreement (or UTILITY'S written waiver thereof), and provided an Event of Default (as defined in paragraph 7) has not occurred, UTILITY, subject to its Water and Sewage Tariffs filed with the FPSC and the following terms and conditions, shall furnish water and/or sewer service to the Property and to each Phase thereof:

(i) The rates to be charged OWNER, its successors and assigns, for water and sewer service shall be those in effect at the time of customer connection and then existing in the tariff of UTILITY as approved by the applicable Governmental Agencies; provided, however, that UTILITY, its successors and assigns, may establish, amend or revise, from time to time thereafter, and enforce, modified rates for such service subject to approval of the applicable Governmental Agencies;

(ii) UTILITY may establish, amend or revise from time to time hereafter, and enforce, reasonable rules and regulations concerning water and sewer service to the Property, subject to the approval of the applicable Governmental Agencies;

(iii) Notwithstanding anything in this Agreement to the contrary, the applicable Governmental Agencies may from time to time hereafter authorize an increase (or require a decrease) in the amount UTILITY may collect for System Capacity Charges and the Main Extension Charges for each ERC to be provided to the Property, in which event, the unpaid portion of such charges paid as a Reservation of Capacity Charge shall be adjusted to reflect such increase in an amount equal to the ERC'S reserved by this Agreement but not furnished to OWNER at the time of increase. Any increase shall be paid by OWNER to UTILITY within forty-five (45) days of notice to OWNER of such increase. If a decrease is required, the applicable amount of the same shall be credited to the OWNER'S account on the next regular statement;

(iv) UTILITY agrees that OWNER, its successors or assigns, shall have the right, subject to the non-exclusive easements to be granted to UTILITY, to grant (or to seek to have the Internal Improvement Trust grant) non-exclusive or exclusive (in OWNER'S sole discretion) easements to other persons, firms or corporations to provide the Property with utility services other than water and sewer service; and

(v) Provided UTILITY has available unreserved capacity, when UTILITY has received payment of the applicable Reservation of Capacity Charge for each Phase, UTILITY agrees to complete that part of DEP Form 17-1.205(a), or its equivalent, as related to the reservation of capacity under this Agreement for

such Phase. It is understood and agreed, however, that while such capacity may be reserved, UTILITY is obligated to provide such service in accordance with the terms of this Agreement.

B. UTILITY is a body corporate organized and in good standing under the laws of the State of Florida, and the execution, delivery and performance by UTILITY of this Agreement are within its authorized powers and have been duly authorized by all requisite action. Moreover, UTILITY is and shall remain in material compliance with all applicable laws, rules, regulations and requirements of Governmental Agencies in relation to any and all services and actions to be undertaken by UTILITY in connection with this Agreement; provided, however, that UTILITY shall not be deemed to have violated this covenant if UTILITY is not so in compliance in any particular respect so long as UTILITY shall be actively taking reasonable measures to correct such non-compliance and such non-compliance and the measures being taken to correct the same do not materially interfere with the water and wastewater services to be provided by UTILITY as described herein.

6.1 Design, Construction and Operational Matters. Owner and Utility agree as follows:

A(i) The first Phase of the Gulf Facilities has been designed and constructed by the OWNER (i.e., by a designer and a contractor retained by the OWNER). The first Phase of the Gulf Facilities consists of all of the goods, materials and equipment described on Exhibit B hereto. The UTILITY has had the opportunity to review the Plans and Specifications for the first Phase of the Gulf Facilities and to observe construction of the same. UTILITY hereby acknowledges its approval of such Plans and Specifications. The OWNER desires to transfer title to the first Phase of the Gulf Facilities and UTILITY wishes to purchase the same, all in accordance with this paragraph. Accordingly:

(a) The first Phase of the Gulf Facilities shall be subject to Final Approval pursuant to paragraph 4A above;

(b) Upon all conditions to Final Approval of the first Phase of the Gulf Facilities occurring pursuant to paragraph 4A above, then UTILITY, within three (3) business days of such occurrence, shall pay to OWNER the sum of Seven Hundred Fifty-Six Thousand Six Dollars (\$756,006.00) ("the First Phase Purchase Price");

(c) Subject to the provisions of the next sentence, the OWNER hereby sells, transfers and assigns to UTILITY all of OWNER's right, title and interest in and to the first Phase of the Gulf Facilities including, but not limited to, all water

supply, storage and treatment facilities of every kind and description whatsoever, together with all water distribution facilities of every kind and description whatsoever, including, but not limited to, wells, pumps, tanks, transmission mains, distribution mains, supply pipes, valves, meters, meter boxes and service connections, water lines and all other physical facilities and property installations described on Exhibit B hereto; as well as the sewage collection, treatment and disposal facilities of every kind and description whatsoever, including, but not limited to, service connections, laterals, collection mains, manholes, pumping stations and transmission force mains, together with all additions, extensions and improvements to the same described on Exhibit B hereto. Such sale, transfer and assignment shall be deemed to occur upon payment by UTILITY to OWNER of the First Phase Purchase Price, upon the payment of which title to the first Phase of the Gulf Facilities shall pass automatically from OWNER to UTILITY, together with the warranties described in the next paragraph;

(d) OWNER represents and warrants to UTILITY that the first Phase of the Gulf Facilities is free and clear of all liens, encumbrances, interests and other charges; that title and right to sell the first Phase of the Gulf Facilities is vested in the OWNER; and that the execution and delivery of title to the first Phase of the Gulf Facilities pursuant to this Agreement has been duly authorized and is legally binding and effective against OWNER in accordance with the terms hereof. OWNER hereby assigns to UTILITY all warranties applicable to the first Phase of the Gulf Facilities, which assignment shall take effect upon OWNER's receipt of the First Phase Purchase Price. OWNER shall deliver copies of all such warranties to UTILITY at such time; and

(e) If, hereafter, UTILITY shall make a reasonable request to OWNER to execute and deliver to UTILITY additional documents to effectuate the sale, transfer and assignment of the first Phase of the Gulf Facilities from OWNER to UTILITY, and such documents are reasonably required for such purpose, OWNER agrees to execute and deliver the same to UTILITY.

A(ii) UTILITY agrees, at its sole cost and expense (i.e., at no direct cost or expense to OWNER, and subject only to

the amounts which OWNER is obligated to pay as expressly set forth in this Agreement), to design and construct the Gulf Facilities for each subsequent Phase in accordance with the Plans and Specifications therefor. OWNER and UTILITY agree that, based upon the approved Plans and Specifications for each subsequent Phase of the Gulf Facilities, UTILITY shall be responsible for staking out the Gulf Facilities at UTILITY's sole cost and expense. After construction of the Gulf Facilities is completed and Finally Approved by OWNER (in accordance with paragraph 4B above), OWNER, at OWNER's sole cost and expense, shall have a survey performed and, subject to the provisions of paragraph 2A(ii) above, shall cause non-exclusive easements to be issued to UTILITY based upon such survey.

B. If the OWNER has any existing Plans and Specifications prepared for any of the facilities which may comprise the Gulf Facilities in any subsequent Phase of the Property, the OWNER shall provide the same to UTILITY for its review and reference, and UTILITY may, if it chooses, utilize the same, but shall not be obligated to utilize the same if it does not choose to do so. If UTILITY desires to utilize such Plans and Specifications, it may do so at no additional cost or expense. In any event, UTILITY shall otherwise be responsible, at its sole cost and expense, for the selection of consultants, engineers and contractors for the design of the Plans and Specifications for all aspects of the Gulf Facilities in all subsequent Phases of the Property. The design of the Gulf Facilities shall be in accordance with the standard specifications then utilized by the UTILITY; shall be in compliance with all applicable laws, rules, regulations and requirements of Governmental Agencies and, subject to such compliance, shall also be in compliance with the standards of the American Water Works Association.

C. UTILITY and OWNER agree to coordinate with one another as to the time schedules and chronological order of each parties' construction and development work as each Phase is developed. Each party agrees to use commercially reasonable efforts to adhere to the time schedules established by the parties pursuant to this paragraph 6.1C and to notify one another of any changes in any such time schedules. Specifically in relation to the first Phase of the Gulf Facilities, UTILITY agrees that it shall provide potable water and sanitary sewer service to the core campus of the Property within five (5) days of the latest of (i) Lee County or UTILITY completing construction of the UTILITY's water and sewer lines on Treeline Road adjacent to the entry road to the Property; (ii) the issuance of all final permits from the Florida Department of Environmental Protection authorizing UTILITY to put such water and sewer lines in service; (iii) the execution of this Agreement; and (iv) the execution of an appropriate utility service agreement. Inasmuch as UTILITY is required by its tariff to have all of its customers, including OWNER, execute a utility service agreement, OWNER and UTILITY shall execute such an

agreement; provided, however, that in the event of any inconsistency or discrepancy between any such utility service agreement and this Agreement, the provisions of this Agreement shall govern, unless any such utility service agreement shall specifically identify this Agreement, and shall further specifically and expressly provide that it is intended to modify some particular provision or provisions of this Agreement.

D. UTILITY shall, before commencing construction of the Gulf Facilities for subsequent Phases, provide a true and correct copy of the final Plans and Specifications for each subsequent Phase of the Gulf Facilities to the OWNER for its review. UTILITY shall provide such Plans and Specifications to OWNER as promptly as possible after the same have been completed and, in any event, so as to afford OWNER a reasonable time to review the same (but, in no event, more than thirty (30) days) without delaying the schedule for the commencement of construction. The design for the Gulf Facilities contained in the Plans and Specifications so provided to the OWNER shall be subject to the reasonable approval of the OWNER, which approval shall not be unreasonably withheld.

E. Upon completion of the Gulf Facilities within each subsequent Phase, the UTILITY shall notify the OWNER of the same for purposes of paragraph 4B above, and the UTILITY shall otherwise comply with the requirements thereof.

F. The UTILITY agrees that after the completion, in whole or in part, of the Gulf Facilities within any Phase of the Property, the OWNER shall have the right to require the relocation of the Gulf Facilities, in whole or in part, in order to accommodate the OWNER'S needs, in the OWNER'S sole and absolute discretion, concerning the construction, reconstruction, renovation, remodeling, relocation and/or addition to any Phase of the Property. In the event the OWNER requests the relocation of any of the Gulf Facilities, the OWNER shall have the right to so relocate the affected Gulf Facilities at the OWNER'S sole cost and expense. The OWNER shall be responsible for the Plans and Specifications necessary to accomplish any such relocation, as well as be responsible for any and all costs and expenses incurred in connection with construction necessary to accomplish such relocation. In order to accomplish any such relocation of Gulf Facilities as required by the OWNER, the following procedure shall apply: (a) the OWNER shall notify UTILITY of its desire to relocate some portion or portions of the Gulf Facilities and provide the UTILITY with all information reasonably available in relation to the same (e.g., a description of the reason for the relocation, the structures to be constructed, remodeled, etc., necessitating the relocation of the Gulf Facilities, the new proposed location of the Gulf Facilities, etc.); (b) the OWNER shall confer with and accommodate UTILITY relating to any reasonable concerns and reasonable requests UTILITY may have in connection with the relocation of the affected portions of the Gulf

Facilities; (c) the OWNER shall provide the UTILITY with Plans and Specifications detailing all aspects of the proposed relocation of the affected Gulf Facilities, which Plans and Specifications shall have been prepared in accordance with the same requirements set forth herein applicable to Gulf Facilities and University Facilities; (d) UTILITY shall have a right of approval of such Plans and Specifications, which approval shall not be unreasonably withheld; (e) upon completion of construction of such relocated portions of the Gulf Facilities, the same shall be subject to Final Approval by UTILITY in accordance with paragraph 4A; (f) title to the relocated Gulf Facilities shall be transferred to UTILITY by bill of sale and other appropriate documentation reasonably acceptable to UTILITY, together with the assignment or transfer of any guaranties or warranties relating to the relocated Gulf Facilities; (g) upon transfer of the relocated Gulf Facilities to UTILITY, the same shall be free and clear of any liens or encumbrances, and OWNER shall warrant title to the same as being free and clear of any liens or encumbrances; (h) upon transfer of the relocated Gulf Facilities to UTILITY, the OWNER shall reimburse UTILITY for any costs or expenses reasonably and necessarily incurred by UTILITY as a result of or in connection with the relocation of the Gulf Facilities, and shall pay to UTILITY any Tax Impact Amount that may result therefrom; and (i) the OWNER, subject to the provisions of paragraph 2A(ii) above, shall cause non-exclusive easements for the relocated Gulf Facilities to be issued to UTILITY. As an alternative to the foregoing, if OWNER and UTILITY are able to then agree upon applicable terms and conditions, the parties may agree that UTILITY perform such relocation(s). If the parties are unable to so agree upon applicable terms and conditions for UTILITY to design and construct any such relocated Gulf Facilities, then the procedures described above in this paragraph 6.1F(a-i) shall apply. In either event, upon completion of construction of such portions of the Gulf Facilities as have been relocated, the OWNER, subject to the provisions of paragraph 2A(ii) above, shall cause non-exclusive easements relating to such relocated Gulf Facilities to be issued to UTILITY, and UTILITY agrees to simultaneously record in favor of OWNER in the Public Records a release, discharge and vacation of all easements previously granted UTILITY relating to all of those aspects of the Gulf Facilities which have been relocated (and for which easements are therefore no longer required in favor of the UTILITY).

G. Upon request of OWNER, UTILITY shall provide to OWNER a statement as to UTILITY's then existing capacity and then proposed future capacity for water and wastewater services as such capacity may relate to the Property. UTILITY shall also provide to OWNER such other materials and information concerning such existing and proposed future capacity as OWNER may from time to time reasonably request. OWNER acknowledges that any statement by UTILITY, or any furnishing of materials or other information by UTILITY to OWNER, as to capacity shall not obligate UTILITY to

develop or otherwise make available to OWNER any capacity, and that in no event shall UTILITY be obligated to reserve or set aside any capacity (whether existing or proposed) until such time as the applicable Reservation of Capacity Charges have been paid and such capacity is otherwise available as set forth elsewhere in this Agreement.

H. UTILITY agrees that OWNER may, in addition to the provisions of this Agreement pertaining to reservation of water and/or sewage service capacity, reserve future capacity in increments (e.g., Phase by Phase increments; three-year increments; etc.).

I. UTILITY shall install meters at each building located on the Property to which the Gulf Facilities are connected. Despite such separate meters, however, UTILITY's bills to OWNER shall be consolidated.

J. Attached hereto as Exhibit D is a certificate reflecting the insurance coverages maintained by UTILITY. The UTILITY agrees to hereafter maintain the types of coverages, and the minimal limits of coverage, as may from time to time be required by applicable laws, rules and regulations of Governmental Agencies or, in the absence thereof, in limits of no less than those currently maintained as reflected in Exhibit D hereto. Such insurance shall be written by an insurance company or companies licensed to do business in the State of Florida, and such coverages shall be maintained at the sole cost and expense of UTILITY.

K. UTILITY agrees, in relation to the designing, construction, maintenance and operation of the Gulf Facilities, and in relation to all services to be provided or performed by UTILITY pursuant to this Agreement, that it shall indemnify and hold harmless the OWNER from and against any and all liability, costs, expenses and fees, including reasonable attorneys' fees and costs, arising out of or resulting from any negligent act or omission of UTILITY in relation thereto.

L. Paragraph L has been deleted.

M. Notwithstanding the provisions of this Section 6.1 and any other provisions herein contained to the contrary, UTILITY and OWNER agree that OWNER may, in OWNER's sole discretion, and in accordance with and subject to the provisions of this paragraph 6.1M, undertake to design and construct the Gulf Facilities for any particular Phase (i.e., OWNER shall have the right, but not the obligation, to do so). In order to exercise such right, OWNER shall notify UTILITY by written notice that OWNER desires to undertake the design and construction of the Gulf Facilities for a particular Phase, which notice shall set forth all information reasonably available in relation to the same (e.g., a description of the Phase, the Gulf Facilities for such Phase, the structures

and improvements to be constructed, the time schedule and other such information may be relevant). OWNER shall confer with and accommodate UTILITY relating to any reasonable concerns and reasonable requests that UTILITY may have in connection with the development of such Phase and the construction of the Gulf Facilities with respect thereto. Upon receipt of OWNER's notice and information concerning the Gulf Facilities needed for the applicable Phase, UTILITY shall notify OWNER of the amount (the "Stipulated Amount") UTILITY is prepared to pay OWNER for the design and construction of such Gulf Facilities, which amount shall be based on the reasonable estimates of UTILITY's consultants, engineers and contractors. The Stipulated Amount may include unit prices, and will include contingencies for unforeseen conditions and such change orders as may be reasonably necessary to complete the specified Gulf Facilities. If the parties cannot agree upon the Stipulated Amount, including the timing and method of payment of the Stipulated Amount, then OWNER shall not be entitled to construct the Gulf Facilities for such Phase pursuant to this paragraph 6.1M. If OWNER and UTILITY agree to the Stipulated Amount, including the timing and method of payment of the Stipulated Amount, then OWNER shall provide UTILITY with the Plans and Specifications dealing with all aspects of the Gulf Facilities for such Phase, which Plans and Specifications shall be prepared in accordance with the requirements of UTILITY (including its standard specifications) and Governmental Agencies. UTILITY shall have the right of approval of such Plans and Specifications, which approval shall not be unreasonably withheld. Upon completion of construction of such Gulf Facilities, the same shall be subject Final Approval by UTILITY in accordance with paragraph 4A. Title to such Gulf Facilities shall be transferred to UTILITY by bill of sale and other appropriate documentation reasonably acceptable to UTILITY, together with the assignment or transfer of any guaranties or warranties relating to such Gulf Facilities. Upon transfer of the Gulf Facilities to UTILITY (i) the same shall be free and clear of any liens or encumbrances and OWNER shall warrant title to the same as being free and clear of any liens and encumbrances, (ii) the OWNER shall pay UTILITY any Tax Impact Amount that may result therefrom as well as all other charges and fees called for by this Agreement, and (iii) OWNER, subject to the provisions of paragraph 2A(ii) above, shall cause non-exclusive easements to be issued to UTILITY. Upon Final Approval of such Gulf Facilities and satisfaction of the above requirements, UTILITY shall pay OWNER the Stipulated Amount (or balance of the Stipulated Amount, in accordance with the parties' agreement in that regard). If OWNER and UTILITY cannot agree upon the Stipulated Amount or the timing and method of payment of the Stipulated Amount, then the foregoing provisions of this paragraph shall not apply, and UTILITY shall be responsible to design and construct the necessary Gulf Facilities to accommodate such Phase in accordance with paragraph 6.1 above.

7. Event of Default.

A. The term "Event of Default" as used in this Agreement shall mean the occurrence from time to time of any one or more of the following:

(i) As to UTILITY and its obligations hereunder, a substantial and material breach of UTILITY's obligations pursuant to this Agreement, including, but not limited to, the failure by UTILITY to comply (in relation to the Property) with the requirements of applicable laws, rules and regulations that may affect the health, safety or welfare of the OWNER and its invitees; and

(ii) As to OWNER and its obligations hereunder, a substantial and material breach of OWNER's obligations pursuant to this Agreement, including, but not limited to, the failure to timely make payments required to be made hereunder, or the negligent or willful interference by OWNER with UTILITY or UTILITY's ability to provide its services (i.e., such as an interference with the Gulf Facilities). It is agreed that if OWNER ever disagrees with any amount (or any portion of any amount) which it is charged by UTILITY, OWNER may, in addition to all other rights OWNER may have, pay such disputed amount under protest and with the right to thereafter seek a refund of the same.

B. OWNER's obligations to make payments hereunder are subject to applicable provisions of Florida law, including, but not limited to, Section 215.422, Florida Statutes. Upon the occurrence of an Event of Default by OWNER which Event of Default results from failure of OWNER to make timely payments required to be made hereunder, and which Event of Default remains uncured for a period of sixty (60) days after receipt of written notice of the same by OWNER from UTILITY, or upon the occurrence of an Event of Default by OWNER, which Event of Default is a result of a breach of OWNER's obligations hereunder not relating to the failure to make timely payments of monies required to be made hereunder, and which Event of Default remains uncured for a period of ninety (90) days following receipt of written notice of the same by OWNER from UTILITY, then UTILITY, in addition to any other remedy it may have, may at its option refuse to provide water and/or sewer service to the Property and terminate this Agreement, except as may be otherwise provided in the rules and regulations of the Governmental Agencies in effect from time to time. In addition to all other remedies UTILITY may have, including a suit for damages and/or equitable relief, upon an Event of Default by OWNER which remains uncured as described above, UTILITY shall, pursuant to the rules of the FPSC, be entitled to retain the amounts received under 3H, 3J, 3Q, 3S and 6A(iii) hereof and any other sums paid or payable hereunder and to sell all or a portion of the capacity reserved hereunder without obligation, at any time, to provide alternate or substitute capacity. Notwithstanding the above, UTILITY shall only

be obligated to provide those notices as are called for in UTILITY's water and sewer tariffs on file with the FPSC.

C. Upon the occurrence of an Event of Default by UTILITY which remains uncured for a period of ninety (90) days following receipt of written notice of the same by UTILITY from OWNER, OWNER may bring suit for damages and/or equitable relief, or, in the alternative, the OWNER may terminate this Agreement. The foregoing notwithstanding, if within any such ninety (90) day period the OWNER reasonably believes it must take any action to protect the health, safety and/or welfare of persons utilizing the Property, then, as between OWNER and UTILITY, OWNER shall have the right, but not the obligation, to do so; provided, however, that in the event OWNER elects to cure such Event of Default, and does in fact cure such Event of Default, then OWNER shall only be entitled to be reimbursed by UTILITY for OWNER's costs and expenses related to such cure, plus an administrative fee equal to ten percent (10%) of the total amount of such costs and expenses, but OWNER shall not have any other rights as may herein be provided as a result of such Event of Default by UTILITY. In the event OWNER terminates this Agreement as above provided, OWNER shall be entitled to (and shall have the right to receive if it requests, but OWNER shall not have the obligation to request) the following:

(i) To receive from UTILITY such documents (which will have been prepared by OWNER) executed by UTILITY as may be reasonably necessary to transfer title to the Gulf Facilities to OWNER, to which OWNER shall be entitled upon paying to UTILITY an amount determined in accordance with the following: Upon notification, UTILITY will provide OWNER, within 30 days of OWNER's request, a schedule of all Gulf Facilities, as the same may have been expanded, relocated, repaired or replaced. This schedule will include a description of each item, its date of installation, relocation, expansion, repair or replacement, its original cost, and its current depreciated value. Depreciated value shall be calculated using the average service life depreciation rates established by the rules of the Florida Public Service Commission (FPSC) as set forth in Chapter 25 of the Florida Administrative Code (FAC), as amended. Upon receipt of the calculation of the current depreciated value of the Gulf Facilities to be repurchased, the OWNER will establish a date for closing to take place within 30 days. In the event OWNER exercises this option, OWNER must purchase all (not part) of the Gulf Facilities, unless UTILITY agrees otherwise. At closing the OWNER will deliver to the UTILITY in good funds the repurchase price of all of the Gulf Facilities. That price will be the then current depreciated value of the Gulf Facilities plus 10% of that value. Concurrently, the UTILITY will deliver to the OWNER a bill of sale (or other appropriate documentation reasonably acceptable to OWNER) transferring title to the Gulf Facilities to OWNER, together with the assignment or transfer of any guaranties or warranties relating to the Gulf Facilities. The transfer of title to the Gulf Facilities to OWNER

shall be free and clear of any liens or encumbrances, and UTILITY shall warrant title to the same as being free and clear of any liens or encumbrances;

(ii) To receive from UTILITY at closing such a document (which will have been prepared by OWNER) executed by UTILITY, by which UTILITY will vacate and extinguish any and all easements or rights to easements which it has theretofore been granted pursuant to this Agreement; and

(iii) If OWNER exercises its right to receive the items set forth in subparagraphs (i) and (ii) above, neither party shall have any further obligation to the other (except for liabilities which have theretofore arisen and which remain unresolved as of such date), and OWNER shall have the right to own and utilize the Gulf Facilities in whatever manner deemed necessary by the OWNER in order to provide water and sewer service to the Property.

8. Force Majeure. OWNER and UTILITY shall not be liable or responsible to one another by reason of the failure or inability of either to take any action it is required to take or to comply with the obligations imposed hereby, or for any injury, which failure, inability or injury is caused by a force majeure. The term "force majeure" as employed herein shall mean Acts of God; strikes; acts of public enemies, wars, blockades, riots, and acts of Armed Forces; epidemics; breakdown of or damage to machinery, pumps, or pipelines caused by earthquakes, fires, storms, floods or washouts; withdrawal of governmental approval or permits or restraints or moratoriums imposed by a Governmental Agency (provided the same are not caused by, or in response to, the improper, unauthorized or unlawful act of the party against whom such action is taken); civil disturbances; explosions or accidents (provided the same are not caused by the negligent act or omission of the defaulting party); inability to obtain necessary materials, supplies, labor or permits due to unanticipated future rules, regulations, orders, laws or proclamations, either federal, state or county, civil or military; or by any other causes, whether or not of the same kind as enumerated herein, not within the sole control of OWNER or UTILITY and which by the exercise of due diligence OWNER or UTILITY, respectively, is unable to overcome (each in relation to forces majeure which they respectively may assert as a reason for a failure to act or an inability to comply).

9. Miscellaneous.

A. This Agreement shall be effective and its terms and conditions binding on the parties unless (i) UTILITY receives a notice of disapproval from the FPSC, in which event this Agreement shall be null and void, or (ii) the FPSC requires any modifications or amendments of the terms of this Agreement, in which event the parties shall be required to negotiate in good faith to agree upon

such modifications or amendments as may be necessary to receive the FPSC's unconditional approval.

B. This Agreement shall be binding upon and shall inure to the benefit of OWNER, UTILITY and their respective assigns and successors by merger, consolidation or conveyance.

C. Until further written notice by either party to the other, all notices provided for herein shall be in writing and delivered by telecopier, hand delivery or U.S. mail, and if to OWNER, at:

The Board of Regents of the Division
of Universities of the Department of
Education
Florida Gulf Coast University
17595 S. Tamiami Trail, Suite 200
Fort Myers, FL 33908-4500
Attn: President

and if to UTILITY, at:

Gulf Utility Company
19910 South Tamiami Trail
Estero, FL 33928
Attention: Mr. James W. Moore, President

D. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between OWNER and UTILITY, made with respect to the matters herein contained. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed by both parties.

E. In the event either the UTILITY or OWNER enforces this Agreement by Court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees, regardless of whether the relief sought was legal, equitable and/or declaratory.

F. All of OWNER's and UTILITY's representations, warranties and obligations to fully perform all of their respective covenants and promises in this Agreement shall survive and continue subsequent to UTILITY providing water and sewer service in accordance with the terms of this Agreement.

G. If the Property is developed in Phases (as is anticipated), the terms and conditions of this Agreement shall apply with respect of each such Phase.

H. Any failure by either party to insist upon the strict performance by the other party of any of the terms and provisions of this Agreement shall not be deemed to be a waiver of any of the terms or provisions of this Agreement, and such party failing to require such strict performance shall have the right thereafter to insist upon strict performance by the other party of any and all of them.

I. The use of any gender shall include all other genders. The singular shall include the plural and the plural the singular where the context so requires or admits.

J. The paragraph headings contained in this Agreement are for reference only and shall not in any way affect the meaning, content or interpretation hereof.


K. This Agreement may be executed in separate counterpart copies and so long as each party executes separate counterpart copies or the same copies, this Agreement shall become binding and enforceable as a contract.


L. All instruments, documents and other matters which either party is at any time obligated to deliver to the other shall be in form and substance reasonably satisfactory to the receiving party and its counsel.

M. Nothing contained in this Agreement is intended or shall be construed to benefit any third party. Rather, this Agreement is made solely for the benefit of the OWNER and UTILITY. UTILITY acknowledges that OWNER, as a public entity, has certain rights and immunities granted to it. Nothing in this Agreement shall be deemed to be a waiver of any such rights or immunities in favor of any third party, nor of any such rights or immunities in relation to UTILITY, except to the extent expressly set forth in this Agreement.

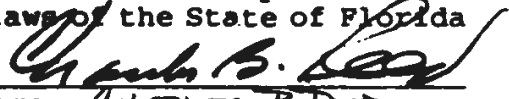
IN WITNESS WHEREOF, OWNER and UTILITY have executed and delivered this Agreement as of the day and year first above written.

Signed, sealed and delivered
in the presence of:


Name: Hope H. WESTBROOK


Name: M. M. GREEN

THE BOARD OF REGENTS OF THE
DIVISION OF UNIVERSITIES OF THE
DEPARTMENT OF EDUCATION, a body
corporate created pursuant to
the laws of the State of Florida

By: 
Name: CHARLES B. REED
Title: CHANCELLOR

STATE OF FLORIDA)
COUNTY OF Leon

THE FOREGOING INSTRUMENT was acknowledged before me this 13th day of December, 1996, by CHARLES D. GEDD of The Board of Regents of the Division of Universities of the Department of Education, on behalf of the said Board of Regents. He is personally known to me or has produced Personally Known as identification and did not take an oath.



Sandra B. George, Notary Public
Commission Expiration Date: May 4, 1999
Commission No: 459433

GULF UTILITY COMPANY

Barbara A. Bray

Name: BARBARA A. BRAY

By: Kathleen Babcock
Kathleen Babcock
Vice President

James Nalman
Name: James Nalman

STATE OF FLORIDA)
COUNTY OF Leon

THE FOREGOING INSTRUMENT was acknowledged before me this 12th day of December, 1996, by KATHLEEN BABCOCK, as Vice President of GULF UTILITY COMPANY, a Florida corporation, on behalf of the corporation. She is personally known to me or has produced a Florida Driver's License as identification and did not take an oath.



Barbara A. Bray
MY COMMISSION # CC688615 EXPIRES
July 25, 2000
BONDED THRU TROY FARM INSURANCE, INC.

Barbara A. Bray, Notary Public
Commission Expiration Date: _____
Commission No: _____

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Prepared by:
Lloyd G. Hendry, Attorney
P.O. Box 1509
Fort Myers, Florida 33902

3586055

Documentary Tax \$ 20
Intangible Tax Pa.
L. WOOD, CLERK, LEE COUNTY
Deputy Clerk

WARRANTY DEED

THIS INDENTURE, made this 21 day of SEPTEMBER, A.D. 1993, from ALICO, INC., a corporation organized and existing under the laws of the State of Florida, having its principal place of business in the County of Hendry and State of Florida, Grantor, to the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, whose post office address is c/o Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 115, Tallahassee, Florida 32399, Grantee,

495191/CH76

WITNESSETH:

That the said Grantor, for and in consideration of Grantor's concern for the cause of higher education within the State of Florida, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, has granted and does hereby convey as a full and completed gift to the said Grantee, Grantee's successors and assigns forever, the following described land, situate, lying and being in the County of Lee, State of Florida, to-wit:

All that part of Sections 13, 14, 23, and 24, of Township 46 South, Range 25 East, Lee County, Florida being more particularly described as follows:
COMMENCING at the west 1/4 corner of Section 14, Township 46 South, Range 25 East; thence N. 88°41'21" W. along a grid bearing based on State Plane Coordinates West Zone 1983/90 Adjustments for 354.67 feet to a 5/8" rebar set; thence continue along said grid system in the following 35 courses;
thence S. 14°12'35" E. 1348.50 feet to a 5/8" rebar set;
thence N. 88°27'56" E. 961.61 feet to a 5/8" rebar set, the POINT OF BEGINNING of the parcel herein described;
thence N. 88°27'56" E. 1930.23 feet to a 5/8" rebar set;
thence N. 47°45'12" E. 1504.15 feet to a 5/8" rebar set;
thence N. 01°42'48" W. 306.16 feet to a 5/8" rebar set;
thence N. 88°17'12" E. 1027.78 feet to a 5/8" rebar set;
thence N. 03°10'23" W. 430.68 feet to a 5/8" rebar set;
thence N. 89°01'42" E. 450.44 feet to a 5/8" rebar set;
thence S. 00°58'18" E. 320.18 feet to a 5/8" rebar set;
thence N. 88°44'00" E. 3706.20 feet to a 5/8" rebar set;
thence S. 19°49'36" W. 1336.16 feet to a 5/8" rebar set;
thence S. 02°55'16" E. 211.28 feet to a 5/8" rebar set;
thence S. 75°24'23" W. 644.69 feet to a 5/8" rebar set;
thence S. 01°12'51" E. 1175.90 feet to a 5/8" rebar set;
thence S. 40°23'38" W. 337.56 feet to a 5/8" rebar set;
thence N. 88°17'12" E. 566.82 feet to a 5/8" rebar set;
thence S. 41°03'57" E. 465.85 feet to a 5/8" rebar set;
thence S. 02°13'31" E. 339.07 feet to a 5/8" rebar set;
thence S. 21°20'50" W. 1025.84 feet to a 5/8" rebar set;
thence S. 62°11'53" W. 2704.19 feet to a 5/8" rebar set;
thence N. 31°47'37" W. 631.23 feet to a 5/8" rebar set;
thence S. 88°17'12" W. 233.76 feet to a 5/8" rebar set;
thence N. 87°48'55" W. 1464.69 feet to a 5/8" rebar set;
thence N. 05°08'14" E. 497.70 feet to a 5/8" rebar set;
thence N. 54°09'13" W. 1057.64 feet to a 5/8" rebar set;
thence S. 49°19'44" W. 344.73 feet to a 5/8" rebar set;
thence S. 03°26'59" E. 196.03 feet to a 5/8" rebar set;
thence S. 20°50'23" E. 471.34 feet to a 5/8" rebar set;

• HENRY HENDRY, CLERK OF COURTS, LEE COUNTY, FLORIDA
• LLOYD G. HENDRY, ATTORNEY

thence S. 38°37'17" W. 273.32 feet to a 5/8" rebar set;
 thence N. 59°16'15" W. 1233.78 feet to a 5/8" rebar set;
 thence N. 03°31'24" W. 140.92 feet to a 5/8" rebar set;
 thence northerly, 851.92 feet along the arc of a circular
 curve concave to the west through a central angle of
 24°24'21" having a radius of 2,000.00 feet and being
 subtended by a chord which bears N. 15°43'35" W. 845.50
 feet to a 5/8" rebar set;
 thence N. 27°55'45" W. 854.72 feet to a 5/8" rebar set;
 thence northerly, 851.92 feet along the arc of a circular curve
 concave to the east through a central angle of 24°24'21" having
 a radius of 2,000.00 feet and being subtended by a chord which
 bears N. 15°43'35" W. 845.50 feet to a 5/8" rebar set;
 thence N. 03°31'24" W. 574.66 feet to the Point of Beginning of
 the parcel herein described.

OR2497 PG1565

This conveyance is subject to the Memorandum and Release recorded in Official Records Book 2200, Page 1458, of the Public Records of Lee County, Florida

And said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused these presents to be signed in its name by its President and its corporate seal to be affixed, the day and year above written.

(CORPORATE SEAL)

ALICO, INC., a Florida corporation

WITNESSES:

W. Samuel Costa
W. Samuel Costa
 Attest: *Jefferson C. Barrow, Jr.*
 Jefferson C. Barrow, Jr.
 Assistant Secretary

BY: *Ben Hill Griffin, III*
 Ben Hill Griffin, III,
 President
 P.O. Box 338
 LaBelle, FL 33935

94 MAY -4 PM 4:54

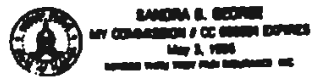
STATE OF FLORIDA
 COUNTY OF _____

2/27/93
 BEFORE ME personally appeared BEN HILL GRIFFIN, III, President of Alico, Inc., a Florida corporation, ~~and _____~~ *personally known to me* or who produced *personally known* as identification and who executed the foregoing instrument and acknowledged to and before me that they executed said instrument, for the uses and purposes therein expressed, for and on behalf of said corporation.

WITNESS my hand and official seal this 2/27 day of SEPTEMBER 1993.

My Commission Expires:

Sandra B. George
 Notary Public
 Print Name Sandra B. George
 Commission No. _____

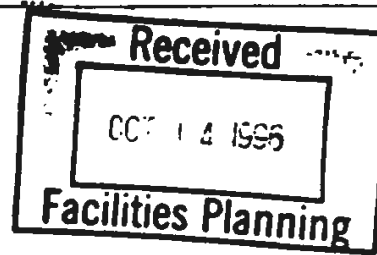




Brown & Root Building Company

10500 Allico Road
Fort Myers, FL 33913

(941) 481-9922
FAX: (941) 481-0116
CGCA06998



October 14, 1996

Attn: Kathy Babcock
GULF UTILITY COMPANY
19910 South Tamiami Trail
Estero, FL 33908

**RE: FLORIDA GULF COAST UNIVERSITY, BC66/BR1004
GULF UTILITY COMPANY CONNECTION DOCUMENTATION**

Dear Kathy:

Following our meeting of October 8, 1996, we are enclosing the revised Contractor's Certified List of material (certified) for the Water and Wastewater Systems for the Entrance Road. Corrections have been made by Guymann Construction to comply with the "as-built" drawings. A second set of "as-built" drawings is also enclosed for your files.

We understand that Apac will have all relevant documentation to your office week of 10/14/96 to enable you to apply for the HRS and DEP permit approvals. We understand that you require this documentation prior to allowing us to connect into the permanent system to enable our own testing to begin. We are presently proposing to start this testing week of 10/21/96.

Please provide written confirmation as to when we will be able to commence our test procedures.

Yours sincerely,

James P. Sutherland
Senior Project Manager

cc: Jack Fenwick
Laurie Swanson
Richard Ibach w/out enclosure

CONTRACTOR'S CERTIFIED LIST OF

INSTALLED MATERIALS AND COSTS - WASTEWATER SYSTEM

SYSTEM NAME: FLORIDA GULF COAST UNIVERSITY (Per Regulatory Agency Permit Name)

DATE: 10/11/96

ENTRANCE ROAD

MATERIAL LIST INSTRUCTIONS

Please list each and/or all materials separately by item or material description, size, etc. Then show quantity installed, unit cost installed, and total cost installed. Please specify lump total costs for service, meter vaults, pumping stations, etc. with quantity. However, with full description, and sizes, etc.

Table with 7 columns: ITEM DESCRIPTION, GRAVITY, FORCE MAIN, SIZE, QUANTITY, UNIT COST, TOTAL. Contains rows for PVC DR25, DR14, Plug Valve, Blow off, and Steel Casing, ending with a TOTAL LUMP SUM PRICE of \$3,660.

(If this space is not large enough, then continue with added exhibits or sheets, however, with proper page numbers shown at bottom of sheet, with system name complete on each page.)

I do hereby certify the above described list of materials, quantities of materials, kinds of materials, including installation and all costs as installed, to be complete, true and accurate as per the final pay estimate and/or all invoices or statement of (by or from) this certifying contractor and as per the project and/or design Engineer's Certified Record Drawings of this wastewater system as described by name shown as of this date.

CERTIFYING: [Signature] (Name and Title of Certifying Agent) Fred Russell, Vice Pres of: OUYMANN CONSTRUCTION OF FLORIDA INC

10/11/96 (Date)

(Affix Corporate Seal Here)

STATE OF FLORIDA COUNTY OF LEE

Before me personally appeared Fred Russell, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that Fred Russell executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 11th day of OCTOBER, A.D., 19 96.

[Signature] Beverly R. Harris Notary Public, State of Florida - Signature

(SEAL)

Beverly R. HARRIS Notary Public - Type/Print/Stamp Name CC 509201 Commission Number 1-16-00 Commission Expiration Date

Personally Known X or Type of Identification Produced:



CONTRACTOR'S CERTIF: LIST OF

INSTALLED MATERIALS AND COSTS - WATER SYSTEM

SYSTEM NAME: FLORIDA GULF COAST UNIVERSITY
(Per Regulatory Agency Permit Name)

DATE: 10/11/96

ENTRANCE ROAD

MATERIAL LIST INSTRUCTIONS

Please list each and/or all materials separately by item or material description, sizes, etc. Then show quantity installed, unit cost installed, and total cost installed. Please specify lump total costs for service, meter vaults, pumping stations, etc. with quantity. However, with full description, and sizes, etc.

Table with 5 columns: ITEM DESCRIPTION, SIZE, QUANTITY, UNIT COST, TOTAL. Rows include PVC DR18 w/fittings (12", 10", 8"), Ductile Iron Pipe w/fittings (12", 10", 8"), Gate Valve w/box (12", 10", 8"), Blowoffs, Steel Casing, and TOTAL LUMP SUM PRICE \$90,998.90.

(If this space is not large enough, then continue with added exhibits or sheets, however, with proper page numbers shown at bottom of sheet, with system name complete on each page.)

I do hereby certify the above described list of materials, quantities of materials, kinds of materials, including installation and all costs as installed, to be complete, true and accurate as per the final pay estimate and/or all invoices or statement of (by or from) this certifying contractor and as per the project and/or design Engineer's Certified Record Drawings of this water system as described by Name shown as of this date.

CERTIFYING:

[Signature]

(Name and Title of Certifying Agent) Fred Russell, VICE PRES

10/11/96

(Date)

of: GUYMANN CONSTRUCTION OF FLORIDA INC

(Affix Corporate Seal Here)

STATE OF FLORIDA
COUNTY OF LEE

Before me personally appeared Fred Russell, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that Fred Russell executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 11th day of October, A.D., 1996

(SEAL)

[Signature] Beverly R. Harris
Notary Public, State of Florida - Signature

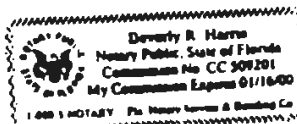
Beverly R. Harris
Notary Public - Type/Print/Stamp Name

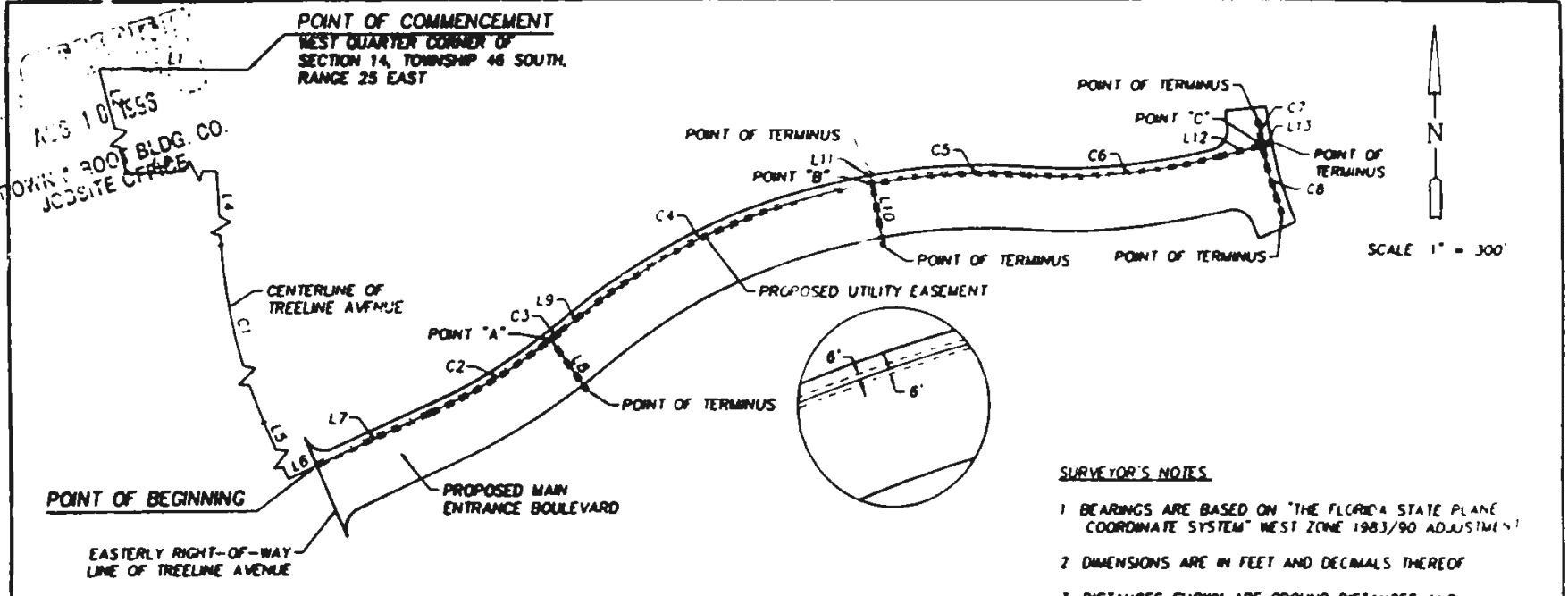
Personally Known X or
Type of Identification
Produced:

CC 509201
Commission Number

1-16-00
Commission Expiration Date

Revised January 4, 1995





LINE DATA

L1	N 88°41'31"W	354.67
L2	S 147°35'E	1348.50
L3	N 80°27'56"E	1036.61
L4	S 03°31'24"E	585.63
L5	S 24°04'27"E	940.87
L6	N 65°55'33"E	75.00
L7	N 65°55'33"E	299.74
L8	S 38°41'10"E	147.15
L9	N 52°06'12"E	69.96
L10	S 107°18'44"E	150.60
L11	N 107°18'44"W	32.54
L12	N 75°36'04"E	104.64
L13	N 75°36'04"E	29.04

CURVE DATA

	DELTA	RADIUS	ARC	CHORD	CHORD BEARING
C1	20°33'03"	1925.00	690.46	686.76	S 13°47'56"E
C2	12°53'45"	1475.00	331.98	331.28	N 59°28'41"E
C3	00°55'36"	1475.00	23.85	23.85	N 52°34'00"E
C4	27°50'32"	1585.00	770.21	762.66	N 66°01'28"E
C5	13°48'41"	1585.00	382.07	381.15	N 86°51'05"E
C6	187°33'32"	1475.00	469.19	467.21	N 84°38'40"E
C7	03°35'08"	974.00	60.95	60.94	S 09°22'08"E
C8	100°3'11"	974.00	170.90	170.68	S 16°11'18"E

SURVEYOR'S NOTES

- 1 BEARINGS ARE BASED ON "THE FLORIDA STATE PLANE COORDINATE SYSTEM" WEST ZONE 1983/90 ADJUSTMENT
- 2 DIMENSIONS ARE IN FEET AND DECIMALS THEREOF
- 3 DISTANCES SHOWN ARE GROUND DISTANCES AND NOT GRID DISTANCES

NOT A SURVEY

for **FLORIDA GULF COAST UNIVERSITY**
 title **SKETCH AND DESCRIPTION OF A PROPOSED UTILITY EASEMENT ACROSS SECTION 23, TOWNSHIP 46 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA**

AGNOLI BARBER & BRUNDAGE, INC.
 Professional engineers, planners, & land surveyors

bk:	pg	date
		AUG 8, 1996
		scale
		1" = 300'
		cogo #

College Campy Suite 800, 7400 Tusculum Trail, North, Naples, FL 34103 (tel) 887-3111
 Lee County: Suite 101, 1825 Broadway Street, Fort Myers, FL 33901 (tel) 337-3111
 Fax (tel) 888-3203

design
 drawn JAN
 checked GPH
 acad # 5883-SDJ
 view
 LIMITS
 project # 6794S
 sheet #
 1 of 1
 File # 5663

SEE DESCRIPTION ATTACHED HERETO.

DESCRIPTION OF A PROPOSED UTILITY EASEMENT

A 12' WIDE UTILITY EASEMENT OVER, UNDER AND ACROSS ALL THAT PART OF SECTION 23, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, LYING 6' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 14, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA;

**THENCE NORTH 88°41'31" WEST 354.67 FEET;
THENCE SOUTH 14°12'35" EAST 1348.50 FEET;
THENCE NORTH 88°27'56" EAST 1036.61 FEET TO AN INTERSECTION WITH THE CENTERLINE OF TREELINE AVENUE;
THENCE SOUTH 3°31'24" EAST ALONG SAID CENTERLINE A DISTANCE OF 585.63 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1925.00 FEET;
THENCE SOUTHERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID CENTERLINE THROUGH A CENTRAL ANGLE OF 20°33'03" AN ARC DISTANCE OF 690.46 FEET,
THENCE SOUTH 24°04'27" EAST ALONG SAID CENTERLINE A DISTANCE OF 940.87 FEET;
THENCE LEAVING SAID CENTERLINE NORTH 65°55'33" EAST A DISTANCE OF 75.00 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF TREELINE AVENUE SAID INTERSECTION BEING THE POINT OF BEGINNING OF THE CENTERLINE HEREIN BEING DESCRIBED;**

**THENCE CONTINUE NORTH 65°55'33" EAST A DISTANCE OF 299.74 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1475.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°53'45" AN ARC DISTANCE OF 331.98 FEET TO POINT "A";
THENCE CONTINUE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0°55'36" AN ARC DISTANCE OF 23.85 FEET;
THENCE NORTH 52°06'12" EAST A DISTANCE OF 69.96 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1585.00 FEET; THENCE NORTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°50'32" AN ARC DISTANCE OF 770.21 FEET TO POINT "B";**

**THENCE CONTINUE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°48'41" AN ARC DISTANCE OF 382.07 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1475.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°13'32" AN ARC DISTANCE OF 469.19 FEET;
THENCE NORTH 75°36'04" EAST A DISTANCE OF 104.64 FEET TO POINT "C";**

THENCE CONTINUE NORTH 75°36'04" EAST A DISTANCE OF 29.04 FEET TO A POINT OF TERMINUS;

AND

BEGINNING AT THE AFOREMENTIONED POINT "A"; THENCE SOUTH 36°41'10" EAST A DISTANCE OF 147.15 FEET TO A POINT OF TERMINUS;

AND

BEGINNING AT THE AFOREMENTIONED POINT "B"; THENCE SOUTH 10°18'44" EAST A DISTANCE OF 150.60 FEET TO A POINT OF TERMINUS;

AND

BEGINNING AT THE AFOREMENTIONED POINT "B"; THENCE NORTH 10°18'44" WEST A DISTANCE OF 32.54 FEET TO A POINT OF TERMINUS;

AND

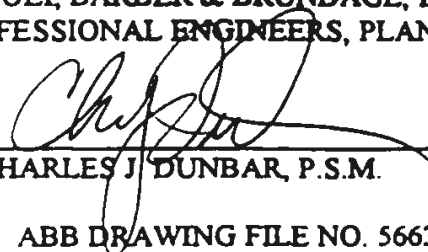
BEGINNING AT THE AFOREMENTIONED POINT "C" SAID POINT ALSO BEING ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, WHOSE RADIUS POINT BEARS NORTH 78°50'18" EAST A DISTANCE OF 974.00; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°03'11" AN ARC DISTANCE OF 170.90 FEET TO A POINT OF TERMINUS;

AND

BEGINNING AT THE AFOREMENTIONED POINT "C"; THENCE NORTHERLY ALONG THE ARC OF THE AFOREMENTIONED CURVE THROUGH A CENTRAL ANGLE OF 3°35'08" AN ARC DISTANCE OF 60.95 FEET TO A POINT OF TERMINUS;

CONTAINING 0.830 OF AN ACRE OF LAND MORE OR LESS;
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

AGNOLI, BARBER & BRUNDAGE, INC.
PROFESSIONAL ENGINEERS, PLANNERS AND LAND SURVEYORS

BY 
CHARLES J. DUNBAR, P.S.M. NO. 4096

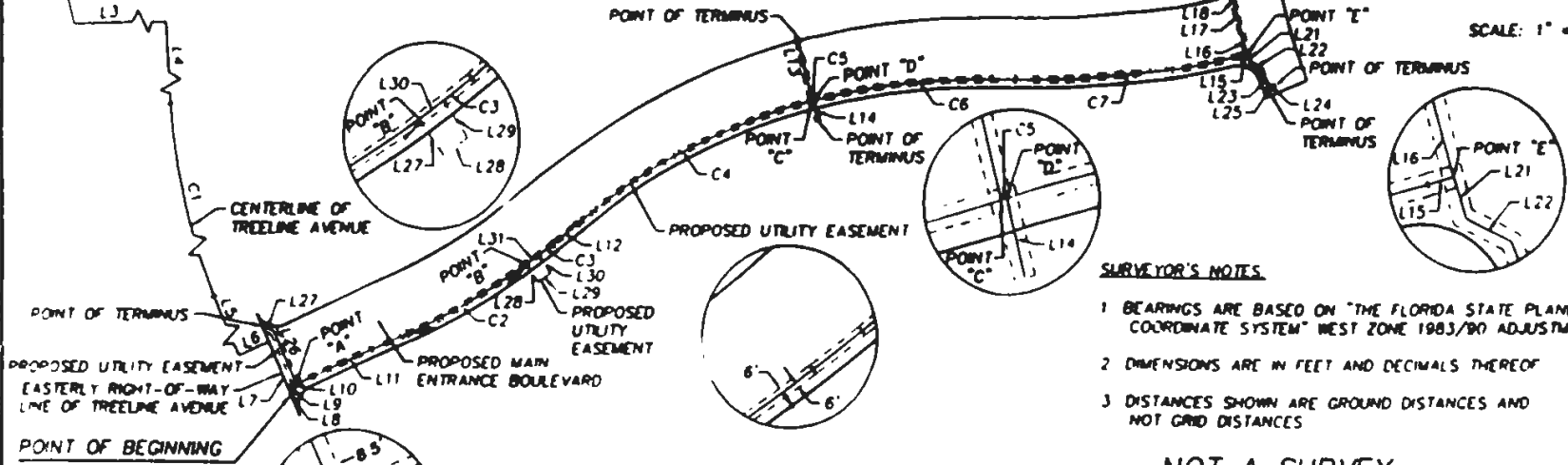
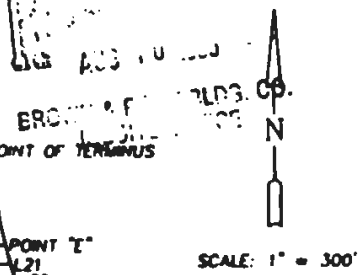
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CJD/GWH/lr
08-278K6.DES

CURVE DATA

	DELTA	RADIUS	ARC	CHORD	CHORD BEARING
C1	20°33'03"	1925.00	690.46	686.76	S 13°47'54"E
C2	11°08'30"	1587.00	308.61	308.12	N 60°21'14"E
C3	02°40'50"	1587.00	74.25	74.24	N 53°26'38"E
C4	23°39'06"	1473.00	608.05	603.75	S 63°55'46"W
C5	00°07'56"	1473.00	3.40	3.40	S 75°49'17"W
C6	17°52'11"	1473.00	459.41	457.55	S 84°49'20"W
C7	18°25'31"	1587.00	310.35	308.18	N 84°32'40"E

POINT OF COMMENCEMENT
WEST QUARTER CORNER OF
SECTION 14, TOWNSHIP 46 SOUTH,
RANGE 25 EAST



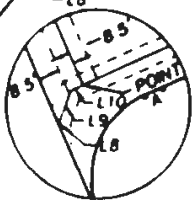
SURVEYOR'S NOTES

- 1 BEARINGS ARE BASED ON "THE FLORIDA STATE PLANE COORDINATE SYSTEM" WEST ZONE 1983/80 ADJUSTMENT
- 2 DIMENSIONS ARE IN FEET AND DECIMALS THEREOF
- 3 DISTANCES SHOWN ARE GROUND DISTANCES AND NOT GRID DISTANCES

NOT A SURVEY

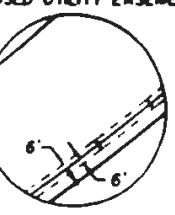
LINE DATA

L1	N 88°41'31"W	354.67
L2	S 14°12'35"E	1348.90
L3	N 88°27'56"E	1036.61
L4	S 03°31'24"E	585.63
L5	S 24°04'27"E	940.87
L6	N 65°55'33"E	75.00
L7	S 24°04'27"E	127.88
L8	N 01°34'27"W	4.43
L9	N 20°55'33"E	16.68
L10	N 65°55'33"E	7.19
L11	N 65°55'33"E	270.06



LINE DATA

L12	N 52°06'12"E	69.96
L13	N 13°23'37"W	142.53
L14	S 13°23'37"E	44.82
L15	N 75°36'45"E	15.32
L16	N 16°01'13"W	55.28
L17	N 12°58'07"W	55.28
L18	N 10°45'56"W	24.54
L19	N 26°36'57"E	33.32
L20	N 07°05'04"W	58.38
L21	S 18°10'50"E	22.99



LINE DATA

L22	S 63°23'03"E	28.17
L23	S 21°03'14"E	41.00
L24	N 67°53'50"E	16.77
L25	S 21°58'24"E	9.00
L26	N 24°04'27"W	129.50
L27	N 69°04'27"W	29.24
L28	S 35°03'58"E	48.05
L29	N 54°56'02"E	34.00
L30	N 35°03'58"W	48.51
L31	S 54°10'15"W	34.00

for FLORIDA GULF COAST UNIVERSITY		Design
Title SKETCH AND DESCRIPTION OF A PROPOSED UTILITY EASEMENT ACROSS SECTION 23, TOWNSHIP 46 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA		Drawn JAN
		Checked GTR
		Acad # 5883-SDR
		Notes LIMITS
		Project # 07945
		Sheet #
AGNOLI BARBER & BRUNDAGE, INC. Professional engineers, planners & land surveyors Lee County Suite 300 7400 Technican Trail North, Egmont FL 32003 (904)287-3111 Lee County Suite 100 1600 Bandy Street Fort Myers FL 32901 (813)287-3111		Date AUG. 8, 1998 Scale 1" = 300' Cogo #

DESCRIPTION OF A PROPOSED UTILITY EASEMENT

A 12' WIDE UTILITY EASEMENT OVER, UNDER AND ACROSS ALL THAT PART OF SECTION 23, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, LYING 6' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 14, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA;

**THENCE NORTH 88°41'31" WEST 354.67 FEET;
THENCE SOUTH 14°12'35" EAST 1348.50 FEET;
THENCE NORTH 88°27'56" EAST 1036.61 FEET TO AN INTERSECTION WITH THE CENTERLINE OF TREELINE AVENUE;
THENCE SOUTH 3°31'24" EAST ALONG SAID CENTERLINE A DISTANCE OF 585.63 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1925.00 FEET;
THENCE SOUTHERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID CENTERLINE THROUGH A CENTRAL ANGLE OF 20°33'03" AN ARC DISTANCE OF 690.46;
THENCE SOUTH 24°04'27" EAST ALONG SAID CENTERLINE A DISTANCE OF 940.87 FEET;
THENCE LEAVING SAID CENTERLINE NORTH 65°55'33" EAST A DISTANCE OF 75.00 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF TREELINE AVENUE;
THENCE SOUTH 24°04'27" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 127.88 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE HEREIN BEING DESCRIBED;**

**THENCE LEAVING SAID RIGHT-OF-WAY LINE NORTH 01°34'27" WEST A DISTANCE OF 4.43 FEET;
THENCE NORTH 20°55'33" EAST A DISTANCE OF 16.68 FEET;
THENCE NORTH 65°55'33" EAST A DISTANCE OF 7.19 FEET TO POINT "A";
THENCE CONTINUE NORTH 65°55'33" EAST A DISTANCE OF 279.06 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1587.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°08'30" AN ARC DISTANCE OF 308.61 FEET TO POINT "B"; THENCE CONTINUE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2°40'50" AN ARC DISTANCE OF 74.25 FEET;
THENCE NORTH 52°06'12" EAST A DISTANCE OF 69.96 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1473.00 FEET;
THENCE NORTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE**

THROUGH A CENTRAL ANGLE OF 23°39'06" AN ARC DISTANCE OF 608.05 FEET TO POINT "C";

THENCE CONTINUE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0°07'56" AN ARC DISTANCE OF 3.40 FEET TO POINT "D";

THENCE CONTINUE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°52'11" AN ARC DISTANCE OF 459.41 FEET TO THE BEGINNING OF REVERSE CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1587.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°25'31" AN ARC DISTANCE OF 510.35 FEET;

THENCE NORTH 75°36'45" EAST A DISTANCE OF 15.32 FEET TO POINT "E";
THENCE SOUTH 18°10'50" EAST A DISTANCE OF 22.99 FEET;
THENCE SOUTH 63°23'03" EAST A DISTANCE OF 28.17 FEET;
THENCE SOUTH 21°03'14" EAST A DISTANCE OF 41.00 FEET TO POINT "F";
THENCE SOUTH 21°58'24" EAST A DISTANCE OF 9.00 FEET TO A POINT OF TERMINUS;

AND

BEGINNING AT THE AFOREMENTIONED POINT "C",
THENCE NORTH 13°23'37" WEST A DISTANCE OF 142.53 FEET TO A POINT OF TERMINUS;

AND

BEGINNING AT THE AFOREMENTIONED POINT "D";
THENCE SOUTH 13°23'37" EAST A DISTANCE OF 44.82 FEET TO A POINT OF TERMINUS;

AND

BEGINNING AT THE AFOREMENTIONED POINT "E";
THENCE NORTH 16°01'13" WEST A DISTANCE OF 55.28 FEET;
THENCE NORTH 12°58'07" WEST A DISTANCE OF 55.28 FEET;
THENCE NORTH 10°45'56" WEST A DISTANCE OF 24.54 FEET;
THENCE NORTH 26°36'57" EAST A DISTANCE OF 33.32 FEET;
THENCE NORTH 7°05'04" WEST A DISTANCE OF 58.38 FEET TO A POINT OF TERMINUS;

AND

BEGINNING AT THE AFOREMENTIONED POINT "F"; THENCE NORTH 67°53'50" EAST A DISTANCE OF 16.77 FEET TO A POINT OF TERMINUS;

AND

A 17 FOOT WIDE UTILITY EASEMENT LYING 8.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;
BEGINNING AT THE AFOREMENTIONED POINT "A";
THENCE NORTH 24°04'27" WEST A DISTANCE OF 129.50 FEET;
THENCE NORTH 69°04'27" WEST A DISTANCE OF 29.24 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF TREELINE AVENUE AND THE POINT OF TERMINUS;

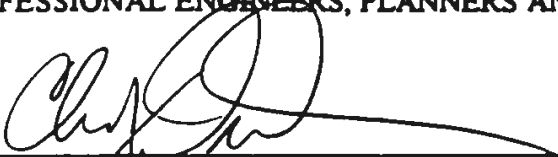
AND

A UTILITY EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE AFOREMENTIONED POINT "B";
THENCE SOUTH 35°03'58" EAST A DISTANCE OF 48.05 FEET;
THENCE NORTH 54°56'02" EAST A DISTANCE OF 34.00 FEET,
THENCE NORTH 35°03'58" WEST A DISTANCE OF 48.51 FEET;
THENCE SOUTH 54°10'15" WEST A DISTANCE OF 34.00 FEET TO THE POINT BEGINNING OF THE EASEMENT HEREIN DESCRIBED;

CONTAINING 0.875 OF AN ACRE OF LAND MORE OR LESS;
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

AGNOLI, BARBER & BRUNDAGE, INC.
PROFESSIONAL ENGINEERS, PLANNERS AND LAND SURVEYORS

BY



CHARLES J. DUNBAR, P.S.M. NO. 4096

REF: ABB DWG. FILE NO. 5663

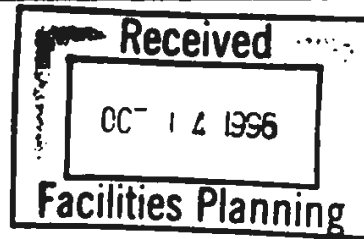
CJD/GWH/rt
08-279K6.DES



Brown & Root Building Company

10500 Allico Road
Fort Myers, FL 33913

(941) 481-9922
FAX: (941) 481-0116
CCCA06996



October 8, 1996

Attn: Kathy Babcock
GULF UTILITY COMPANY
19910 South Tamiami Trail
Estero, FL 33908

**RE: FLORIDA GULF COAST UNIVERSITY, BC66/BR1004
GULF UTILITY COMPANY CONNECTION DOCUMENTATION**

Dear Kathy:

Referencing our letter dated August 30, 1996 and your subsequent letters dated September 10 & 11, 1996 to Richard Ibach, we are enclosing the documents that required further clarification and/or information. These are:

1. Certified list of materials - Water and Wastewater, (1 each original and two copies). Please note that Guymann Construction was issued a lump sum contract and was not required to provide unit prices. As a result, the unit costs provided in our August 30, 1996 letter were Guymann's best estimate of the unit rates. The change in material quantities does not change the overall cost.
2. Revised Drawing Mylars as noted in the attached PBS&J letter dated September 23, 1996, with four bluelines, all signed and sealed.
3. Revised Utility Easement Legal Descriptions and Sketches revised per your comments.

Referencing our letter dated August 30, 1996 and your subsequent letter dated September 25, 1996, we are enclosing:

4. Three (3) original easement descriptions revised per your comments.

We understand that the strap numbers were provided directly to you under separate cover, by the Engineers.

Referencing your letter dated September 25 and October 3, 1996, we confirm that a meeting is scheduled for October 8, 1996 to discuss the as-built information.



Ms. Kathy Babcock
October 8, 1996
Page 2

At this time, Gulf Utility Company has all of the required documentation to enable us to connect to the permanent water and wastewater lines. Please advise us when we can do so to provide potable water to the University.

Yours sincerely,

James P. Sutherland
Sr. Project Manager

cc: Jack Fenwick w/out enclosure
Laurie Swanson w/out enclosure
Richard Ibach w/out enclosure

INSTALLED MATERIALS AND COSTS - WATER SYSTEM

SYSTEM NAME: FLORIDA GULF COAST UNIVERSITY DATE: 10/4/96
ON-SITE UTILITIES
 (Per Regulatory Agency Permit Name)

MATERIAL LIST INSTRUCTIONS

Please list each and/or all materials separately by item or material description, sizes, etc. Then show quantity installed, unit cost installed, and total cost installed. Please specify lump total costs for service, meter vaults, pumping stations, etc. with quantity. However, with full description, and sizes, etc.

ITEM DESCRIPTION	SIZE	QUANTITY	UNIT COST	TOTAL
Existing Tie-In	12"	3 EA	NA	NA
CL51 D.I.P. Water Main	12"	80 LP	NA	NA
C-900 DR 14 PVC Water Main	12"	1185 LP	NA	NA
C-900 DR 18 PVC Water Main	12"	4820 LP	NA	NA
C-900 DR 14 PVC Water Main	10"	55 LP	NA	NA
C-900 DR 18 PVC Water Main	10"	550 LP	NA	NA
M.J. Gate Valve w/box	12"	14 EA	NA	NA
M.J. Gate Valve w/box	10"	1 EA	NA	NA
Fire Hydrant Assembly w/O.V.	6"	15 EA	NA	NA
Temporary Blow-off	12"	4 EA	NA	NA
Water Services	3/4"	1 EA	NA	NA
Water Services	1 1/2"	4 EA	NA	NA
Water Services	2"	3 EA	NA	NA
Fire Service	6"	1 EA	NA	NA
TOTAL LUMP SUM PRICE			Total:	\$193,633.1

(If this space is not large enough, then continue with added exhibits or sheets, however, with proper page numbers shown at bottom of sheet, with system name complete on each page.)

I do hereby certify the above described list of materials, quantities of materials, kinds of materials, including installation and all costs as installed, to be complete, true and accurate as per the final pay estimate and/or all invoices or statement of (by or from) this certifying contractor and as per the project and/or design Engineer's Certified Record Drawings of this water system as described by Name shown as of this date.

CERTIFYING:

Fred Russell
 (Name and Title of Certifying Agent) Fred Russell
 Vice President
 of GUYMANN CONSTRUCTION OF FLORIDA INC

10/4/96
 (Date)

(Affix Corporate Seal Here)

STATE OF FLORIDA
 COUNTY OF LEE

Before me personally appeared Fred Russell, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that Fred Russell executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 4 day of OCTOBER, A.D., 1996.

(SEAL)

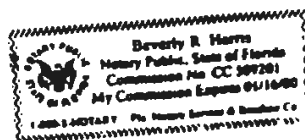
Beverly R. Harris
 Notary Public, State of Florida - Signature

Beverly R. Harris
 Notary Public - Type/Print/Stamp Name

CC 509201
 Commission Number

1-16-00
 Commission Expiration Date

Personally Known X or
 Type of Identification
 Produced:



CONTRACTOR'S CERTIFIED LIST OF

INSTALLED MATERIALS AND COSTS - WASTEWATER SYSTEM

SYSTEM NAME: FLORIDA GULF COAST UNIVERSITY DATE: 10/4/96
ON-SITE UTILITIES
 (Per Regulatory Agency Permit Name)

MATERIAL LIST INSTRUCTIONS

Please list each and/or all materials separately by item or material description, sizes, etc. Then show quantity installed, unit cost installed, and total cost installed. Please specify lump total costs for service, meter vaults, pumping stations, etc. with quantity. However with full description, and sizes, etc.

ITEM DESCRIPTION	GRAVITY	FORCE MAIN	SIZE	QUANTITY	UNIT COST	TOTAL
SDR 35 Gravity Main	X		8"	3704 LP	NA	NA
Manhole 0-6 ft deep	X		4'	1 EA	NA	NA
Manhole 6-8 ft deep	X		4'	3 EA	NA	NA
Manhole 8-10 ft deep	X		4'	8 EA	NA	NA
Manhole 10-12 ft deep	X		4'	3 EA	NA	NA
Manhole 12-14 ft deep	X		4'	3 EA	NA	NA
Lift Station #1				1 EA	NA	NA
C-900 DR 25 PVC F.M.		X	8"	550 LP	NA	NA
C-900 DR 14 PVC F.M.		X	8"	178 LP	NA	NA
Existing tie in		X	8"	1 EA	NA	NA
Plug Valve		X	8"	1 EA	NA	NA
Sewer Services	X		6"	14 EA	NA	NA
TOTAL LUMP SUM PRICE					Total:	\$260.

(If this space is not large enough, then continue with added exhibits or sheets, however with proper page numbers shown at bottom of sheet, with system name complete on each page)

I do hereby certify the above described list of materials, quantities of materials, kinds of materials, including installation and all costs as installed, to be complete, true and accurate as per the final pay estimate and/or all invoices or statement of (by or from) the certifying contractor and as per the project and/or design Engineer's Certified Record Drawings of this wastewater system as described by Name shown as of this date.

CERTIFYING: [Signature] 10/4/96
 (Name and Title of Certifying Agent) Fred Russell, Vice Pres (Date)

of: GUYMANN CONSTRUCTION OF FLORIDA INC
 (Affix Corporate Seal Here)

STATE OF FLORIDA
 COUNTY OF LEE

Before me personally appeared Fred Russell, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that Fred Russell execute said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 4 day of October, A.D., 1996

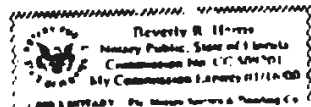
(SEAL)

[Signature]
 Notary Public, State of Florida - Signature
 Beverly R. Harris
 Notary Public - Type/Print/Stamp Name
 CC 509201
 Commission Number

Personally Known X or
 Type of Identification Produced:

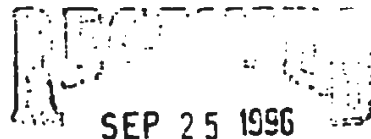
1-16-00
 Commission Expiration Date

Revised January 4, 1995



September 23, 1996

Mr. Jim Sutherland
Brown and Root Building Company
10500 Alico Road
Fort Myers, Florida 33913



BROWN & ROOT BLDG. CO.
JOBSITE OFFICE

Re: Florida Gulf Coast University - Phase I

Dear Jim:

Enclosed, please find the following information for the resubmittal to Gulf Utility Company for acceptance and ownership of the utilities:

1. Record Drawing Mylars - One (1) set of revised sheets CU3.1, CU3.2, CU4.0, CU5.0, CU6.0, CU7.0, CU8.0, CU8.1, and CU 8.2.
2. Record Drawing Prints - Four (4) sets, same sheets as above.
3. Utility Easement Legal Descriptions and Sketches - One (1) copy (25 pages) signed and sealed per Gulf Utility request.

We have also enclosed 1 (one) copy each of the Utility Easement Legal Description and Record Drawings for your files.

If you have any questions, please do not hesitate to contact me.

Sincerely,

POST, BUCKLEY, SCHUH & JERNIGAN, INC.

Ed Kyle

EK/krj

08-733 32 ja0923 let

**LEGAL DESCRIPTION
FLORIDA GULF COAST UNIVERSITY
UTILITY EASEMENT**

A parcel of land lying within sections 13,14,23 & 24, township 46 south, range 25 east, Lee County, Florida, being more particularly described as follows:

COMMENCE at the west one-quarter corner of said section 14; thence N88°41'31"W, 354.67 feet; thence S14°12'35"E, 1348.50 feet; thence N88°27'56"E, 961.61 feet; thence N88°27'56"E, 1930.23 feet; thence N47°45'12"E, 1504.15 feet; thence N01°42'48"W, 306.16 feet; thence N88°17'12"E, 1027.78 feet; thence N03°10'23"W, 430.68 feet; thence N89°01'42"E, 450.44 feet; thence S00°58'18"E, 320.18 feet to a point hereinafter referred to as Reference Point 'A';

UTILITY EASEMENT NO. 1

thence, continue, S00°58'18"E, 3014.15 feet; thence S89°01'42"W, 776.27 feet to the POINT OF BEGINNING; thence N80°33'24"W, 21.88 feet; thence N55°34'53"W, 28.57 feet; thence S78°15'11"W, 28.78 feet; thence N11°44'49"W, 15.00 feet; thence S78°15'11"W, 165.00 feet; thence N56°44'49"W, 125.10 feet; thence S78°58'35"W, 347.02 feet; thence S75°33'26"W, 84.82 feet; thence N14°26'34"W, 12.00 feet; thence N75°33'26"E, 53.67 feet to a point on the arc of a non-tangent circular curve concave to the northeast, (a radial line through said point bears N68°00'42"E); thence northerly along the arc of said curve, having for its elements a radius of 980.71 feet, a central angle of 00°52'27", a chord distance of 14.96 feet, a chord bearing of N21°33'05"W, an arc distance of 14.96 feet; thence N68°51'06"E, 12.00 feet to a point on the arc of a non-tangent circular curve concave to the northeast, (a radial line through said point bears N68°53'11"E); thence southerly along the arc of said curve, having for its elements a radius of 968.71 feet, a central angle of 00°58'07", a chord distance of 16.38 feet, a chord bearing of S21°35'53"E, an arc distance of 16.38 feet; thence N75°33'26"E, 19.40 feet; thence N78°58'35"E, 350.55 feet; thence N11°44'49"W, 15.14 feet; thence N78°15'11"E, 12.00 feet; thence S56°44'49"E, 112.51 feet; thence N78°15'11"E, 785.68 feet; thence S11°44'48"E, 164.44 feet; thence S37°59'49"E, 125.53 feet; thence S48°34'36"E, 63.08 feet; thence S66°35'57"E, 82.16 feet; thence S51°48'43"E, 50.57 feet; thence S37°25'35"E, 63.11 feet; thence S03°45'28"E, 48.85 feet; thence S23°01'07"W, 223.21 feet; thence N66°58'53"W, 22.88 feet; thence S37°08'55"W, 71.49 feet; thence N52°51'05"W, 20.00 feet; thence N37°08'55"E, 121.76 feet; thence N23°01'07"E, 163.52 feet; thence N30°15'08"W, 90.85 feet; thence N59°53'00"W, 153.66 feet; thence N37°59'49"W, 163.36 feet; thence N11°44'48"W, 127.67 feet; thence N57°33'43"W, 19.75 feet; thence S78°15'11"W, 440.75 feet; thence S44°11'01"W, 88.40 feet to the POINT OF BEGINNING.

RECORDED
SEP 24 1986
BROWN & BROWN INC. CO.
JOURNAL OFFICE

SURVEYOR'S CERTIFICATION

WE HEREBY CERTIFY TO THE BEST OF OUR KNOWLEDGE AND BELIEF THAT THIS SKETCH TRULY AND CORRECTLY REPRESENTS THE PROPERTY DESCRIBED ON SHEETS 1 THRU 9 ATTACHED HERETO. WE FURTHER CERTIFY THIS SKETCH WAS PREPARED IN ACCORDANCE WITH APPLICABLE PROVISIONS OF CHAPTER 610 FLORIDA ADMINISTRATIVE CODE.

PORT, BUCKLEY, SCHWAB & JERNIGAN.



RICHARD L. MCCARRION
PROFESSIONAL SURVEYOR AND MAPPER
L33878
STATE OF FLORIDA

TOGETHER WITH:

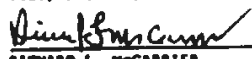
UTILITY EASEMENT NO. 2

COMMENCE at the aforementioned Reference Point 'A'; thence S00°55'18"E, 3009.86 feet; thence S89°01'42"W, 1478.23 feet to a point on the arc of a tangent circular curve concave to the northeast and the POINT OF BEGINNING; thence southeasterly along the arc of said curve, having for its elements a radius of 970.71 feet, a central angle of 21°17'42", a chord distance of 358.71 feet, a chord bearing of S33°25'45"E, an arc distance of 360.78 feet; thence S44°04'36"E, 37.00 feet; thence N45°55'24"E, 31.00 feet; thence S44°04'36"E, 12.00 feet; thence S45°55'24"W, 31.00 feet; thence S44°04'36"E, 48.33 feet; thence southeasterly along the arc of a tangent circular curve concave to the southwest, having for its elements a radius of 530.00 feet, a central angle of 02°00'00", a chord distance of 18.50 feet, a chord bearing of S43°04'40"E, an arc distance of 18.50 feet; thence S47°55'24"W, 12.00 feet to a point on the arc of a non-tangent circular curve concave to the northeast, (a radial line through said point bears S47°55'24"W); thence northwesterly along the arc of said curve, having for its elements a radius of 518.00 feet, a central angle of 02°00'00", a chord distance of 18.08 feet, a chord bearing of N43°04'36"W, an arc distance of 18.08 feet; thence N44°04'36"W, 97.33 feet; thence northwesterly along the arc of a tangent circular curve concave to the northeast, having for its elements a radius of 982.71 feet, a central angle of 21°23'51", a chord distance of 364.87 feet, a chord bearing of N33°22'41"W, an arc distance of 367.00 feet; thence N75°33'26"E, 12.13 feet, to the POINT OF BEGINNING.

SURVEYOR'S CERTIFICATION

WE HEREBY CERTIFY TO THE BEST OF KNOWLEDGE AND BELIEF THAT THIS SKETCH TRUE AND CORRECT REPRESENTATION OF THE PROPERTY DESCRIBED ON SHEETS 1 THRU 9 C ATTACHED HERETO. WE FURTHER CERTIFY THIS SKETCH WAS PREPARED IN ACCORDANCE APPLICABLE PROVISIONS OF CHAPTER 610: FLORIDA ADMINISTRATIVE CODE.

POST, BUCKLEY, SCHUM & JERNIGAN,


RICHARD L. MCCARRIER
PROFESSIONAL SURVEYOR AND MAPPER
LS3818
STATE OF FLORIDA

TOGETHER WITH:

UTILITY EASEMENT NO. 3

COMMENCE at the aforementioned Reference Point 'A'; thence S00°58'18"E, 3014.15 feet; thence S89°01'42"W, 776.27 feet to the POINT OF BEGINNING; thence S33°21'33"W, 180.31 feet; thence S77°18'15"W, 275.44 feet; thence N12°41'45"W, 20.00 feet; thence N77°18'15"E, 267.37 feet; thence N33°21'33"E, 163.37 feet; thence S80°33'24"E, 21.88 feet, to the POINT OF BEGINNING.

SURVEYOR'S CERTIFICATION

WE HEREBY CERTIFY TO THE BEST OF KNOWLEDGE AND BELIEF THAT THIS SKETCH TRUE AND CORRECT REPRESENTATION OF THE PROPERTY DESCRIBED ON SHEETS 1 THRU 3 ATTACHED HERETO. WE FURTHER CERTIFY THIS SKETCH WAS PREPARED IN ACCORDANCE APPLICABLE PROVISIONS OF CHAPTER 61 FLORIDA ADMINISTRATIVE CODE.

POST, BUCKLEY, SCAM & JERNIGAN.



RICHARD L. MCCARRIER
PROFESSIONAL SURVEYOR AND MAPPER
LS3873
STATE OF FLORIDA

TOGETHER WITH:

UTILITY EASEMENT NO. 4

COMMENCE at the aforementioned Reference Point 'A'; thence S00°58'18"E, 2915.29 feet; thence S89°01'42"W, 1107.70 feet to the POINT OF BEGINNING; thence S78°15'11"W, 12.00 feet; thence N11°44'49"W, 227.11 feet; thence N78°15'11"E, 12.00 feet; thence S11°44'49"E, 227.11 feet, to the POINT OF BEGINNING.

SURVEYOR'S CERTIFICATION

WE HEREBY CERTIFY TO THE BEST OF KNOWLEDGE AND BELIEF THAT THIS SKETCH TRUE AND CORRECT REPRESENTATION OF THE PROPERTY DESCRIBED ON SHEETS 1 THRU 3 ATTACHED HERETO. WE FURTHER CERTIFY THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 61C, FLORIDA ADMINISTRATIVE CODE.

POST, BUCKLEY, SCHUB & JENNIGAN,



RICHARD L. MCCARRIER
PROFESSIONAL SURVEYOR AND MAPPER
L33873
STATE OF FLORIDA

TOGETHER WITH:

UTILITY EASEMENT NO. 5

COMMENCE at the aforementioned Reference Point 'A'; thence S00°58'18"E, 2469.83 feet; thence S89°01'42"W, 473.91 feet to the POINT OF BEGINNING; thence S11°44'49"E, 398.67 feet; thence S78°15'11"W, 30.00 feet; thence N11°44'49"W, 398.67 feet; thence N78°15'11"E, 30.00 feet, to the POINT OF BEGINNING.

SURVEYOR'S CERTIFICATION

WE HEREBY CERTIFY TO THE BEST OF KNOWLEDGE AND BELIEF THAT THIS SKETCH TRUE AND CORRECT REPRESENTATION OF THE PROPERTY DESCRIBED ON SHEETS 1 THRU 5 ATTACHED HERETO. WE FURTHER CERTIFY THIS SKETCH WAS PREPARED IN ACCORDANCE APPLICABLE PROVISIONS OF CHAPTER 611, FLORIDA ADMINISTRATIVE CODE.

POST, BUCKLEY, SCHUB & JERNIGAN,



RICHARD L. MCCARRIER
PROFESSIONAL SURVEYOR AND MAPPER
LS3679
STATE OF FLORIDA

TOGETHER WITH:


UTILITY EASEMENT NO. 6

COMMENCE at the aforementioned Reference Point 'A'; thence S00°58'18"E, 2091.17 feet; thence S89°01'42"W, 138.70 feet to the POINT OF BEGINNING; thence S16°52'09"E, 19.87 feet; thence S79°29'58"W, 37.17 feet; thence S56°09'37"W, 201.31 feet; thence S08°02'23"E, 200.04 feet; thence N78°15'11"E, 58.22 feet; thence S11°44'49"E, 12.00 feet; thence S78°15'11"W, 59.00 feet; thence S08°02'23"E, 3.01 feet; thence S78°15'11"W, 546.18 feet; thence S11°44'49"E, 1.50 feet; thence S78°15'11"W, 9.00 feet; thence N11°44'49"W, 4.50 feet; thence S78°15'11"W, 240.00 feet; thence S11°44'49"E, 95.00 feet; thence S78°15'11"W, 379.95 feet; thence S39°15'16"W, 95.19 feet; thence S78°55'07"W, 19.18 feet; thence N11°04'53"W, 12.00 feet; thence N78°55'07"E, 14.85 feet; thence N39°15'16"E, 95.11 feet; thence N78°15'11"E, 372.20 feet; thence N11°44'49"W, 95.00 feet; thence N78°15'11"E, 243.74 feet; thence N31°40'56"E, 20.65 feet; thence N78°15'11"E, 521.12 feet; thence N08°02'23"W, 205.77 feet; thence N56°09'37"E, 255.32 feet; thence S78°50'23"E, 35.23 feet; thence S53°52'15"W, 20.20 feet to the POINT OF BEGINNING.

SURVEYOR'S CERTIFICATION

WE HEREBY CERTIFY TO THE BEST OF KNOWLEDGE AND BELIEF THAT THIS SKETCH TRUE AND CORRECT REPRESENTATION OF THE PROPERTY DESCRIBED ON SHEETS 1 THRU 9 ATTACHED HERETO. WE FURTHER CERTIFY THIS SKETCH WAS PREPARED IN ACCORDANCE APPLICABLE PROVISIONS OF CHAPTER 61C FLORIDA ADMINISTRATIVE CODE.

POST, BUCKLEY, SCHEM & JERNIGAN.


RICHARD L. MCCARTER
PROFESSIONAL SURVEYOR AND MAPPER
L33873
STATE OF FLORIDA

TOGETHER WITH:


UTILITY EASEMENT NO. 7

COMMENCE at the aforementioned Reference Point 'A'; thence S00°58'18"E, 2512.33 feet; thence S89°01'42"W, 857.69 feet to the POINT OF BEGINNING; thence S31°40'56"W, 20.65 feet; thence N43°51'09"W, 372.16 feet; thence N46°08'51"E, 20.00 feet; thence S43°51'09"E, 367.00 feet, to the POINT OF BEGINNING.

SURVEYOR'S CERTIFICATION

WE HEREBY CERTIFY TO THE BEST OF KNOWLEDGE AND BELIEF THAT THIS SKETCH TRUE AND CORRECT REPRESENTATION OF THE PROPERTY DESCRIBED ON SHEETS 1 THRU 9 ATTACHED HERETO. WE FURTHER CERTIFY THIS SKETCH WAS PREPARED IN ACCORDANCE APPLICABLE PROVISIONS OF CHAPTER 61, FLORIDA ADMINISTRATIVE CODE.

POST, BUCKLEY, SCHUB & JERNIGAN,


RICHARD L. MCCARRIER
PROFESSIONAL SURVEYOR AND MAPPER
LS3878
STATE OF FLORIDA

TOGETHER WITH:

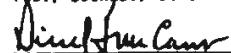
UTILITY EASEMENT NO. 8

COMMENCE at the aforementioned Reference Point 'A'; thence S00°58'18"E, 2303.36 feet; thence S89°01'42"W, 1123.67 feet to the POINT OF BEGINNING; thence S27°59'59"W, 12.00 feet; thence N62°00'01"W, 260.00 feet; thence S74°40'30"W, 20.40 feet; thence N62°00'01"W, 48.02 feet to a point on the arc of a non-tangent circular curve concave to the southeast, (a radial line through said point bears S61°18'13"E); thence southwesterly along the arc of said curve, having for its elements a radius of 968.71 feet, a central angle of 36°14'24", a chord distance of 602.55 feet, a chord bearing of S10°34'35"W, an arc distance of 612.72 feet; thence S82°27'23"W, 12.00 feet to a point on the arc of a non-tangent circular curve concave to the east, (a radial line through said point bears N82°27'23"E); thence northerly along the arc of said curve, having for its elements a radius of 980.71 feet, a central angle of 49°55'20", a chord distance of 827.73 feet, a chord bearing of N17°25'03"E, an arc distance of 854.50 feet; thence S47°37'17"E, 12.00 feet to a point on the arc of a non-tangent circular curve concave to the southeast, (a radial line through said point bears S47°37'17"E); thence southwesterly along the arc of said curve, having for its elements a radius of 968.71 feet, a central angle of 12°58'21", a chord distance of 218.86 feet, a chord bearing of S35°53'33"W, an arc distance of 219.33 feet; thence S62°00'01"E, 43.03 feet; thence N74°40'30"E, 20.40 feet; thence S62°00'01"E, 264.77 feet, to the POINT OF BEGINNING.

SURVEYOR'S CERTIFICATION

WE HEREBY CERTIFY TO THE BEST OF KNOWLEDGE AND BELIEF THAT THIS SKETCH TRUE AND CORRECT REPRESENTATION OF THE PROPERTY DESCRIBED ON SHEETS 1 THRU 9 ATTACHED HERETO. WE FURTHER CERTIFY THIS SKETCH WAS PREPARED IN ACCORDANCE APPLICABLE PROVISIONS OF CHAPTER 61, FLORIDA ADMINISTRATIVE CODE.

POST, BUCKLEY, SCHUM & JERNIGAN,


RICHARD L. MCCARTER
PROFESSIONAL SURVEYOR AND MAPPER
LS3875
STATE OF FLORIDA

TOGETHER WITH:

UTILITY EASEMENT NO. 9


COMMENCE at the aforementioned Reference Point 'A'; thence S00°58'18"E, 2091.17 feet; thence S89°01'42"W, 138.70 feet to the POINT OF BEGINNING; thence N53°52'15"E, 20.20 feet to a point on the arc of a non-tangent circular curve concave to the northwest, (a radial line through said point bears N39°37'00"W); thence northeasterly along the arc of said curve, having for its elements a radius of 166.00 feet, a central angle of 28°20'11", a chord distance of 81.26 feet, a chord bearing of N36°12'55"E, an arc distance of 82.10 feet; thence N22°02'49"E, 277.77 feet; thence N57°21'36"E, 28.93 feet; thence N24°03'40"E, 88.12 feet; thence S65°56'20"E, 12.00 feet; thence S24°03'40"W, 62.83 feet; thence S64°59'48"E, 16.39 feet; thence S25°00'12"W, 12.00 feet; thence N64°59'48"W, 16.19 feet; thence S24°03'40"W, 18.05 feet; thence S67°21'36"W, 28.68 feet; thence S22°02'49"W, 272.76 feet; thence southerly along the arc of a tangent circular curve concave to the northwest, having for its elements a radius of 178.00 feet, a central angle of 33°16'03", a chord distance of 101.91 feet, a chord bearing of S38°40'51"W, an arc distance of 103.35 feet; thence S34°41'08"E, 26.01 feet; thence S78°16'33"E, 197.00 feet; thence S11°43'27"W, 12.00 feet; thence N78°16'33"W, 201.80 feet; thence N34°41'08"W, 24.00 feet; thence N16°52'09"W, 19.87 feet, to the POINT OF BEGINNING.

Containing 3.799 acres, more or less.

SURVEYOR'S CERTIFICATION

WE HEREBY CERTIFY TO THE BEST OF OUR KNOWLEDGE AND BELIEF THAT THIS SKETCH IS A TRUE AND CORRECT REPRESENTATION OF THE PROPERTY DESCRIBED ON SHEETS 1 THRU 9 ATTACHED HERETO. WE FURTHER CERTIFY THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 610, FLORIDA ADMINISTRATIVE CODE.

POST, BUCKLEY, SCHUM & JERNIGAN,



RICHARD L. MCCARRIER
PROFESSIONAL SURVEYOR AND MAPPER
L33873
STATE OF FLORIDA

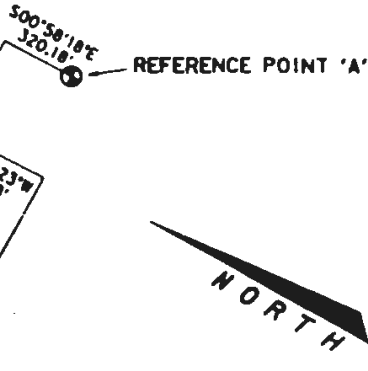
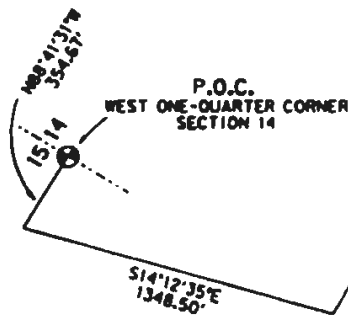
SEC 13, 14, 23 & 24, TWP 46 S, RGE 25 E
LEE COUNTY, FLORIDA

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

SURVEYOR'S NOTES

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THIS DRAWING OR ANY PART THEREOF MAY NOT BE REPRODUCED WITHOUT THE WRITTEN CONSENT OF THE UNDERSIGNED OR POST, BUCKLEY, SCHUB & JERNIGAN, INC.
2. THE SKETCH SHOWN HEREON IS FOR GRAPHICAL REPRESENTATION ONLY AND DOES NOT REPRESENT A BOUNDARY SURVEY.
3. THIS SKETCH DOES NOT PURPORT TO DELINEATE THE LIMITS OF REGULATORY JURISDICTION OF ANY FEDERAL, STATE OR LOCAL AGENCY.
4. CORNER MONUMENTS WERE NOT SET IN CONJUNCTION WITH THE PREPARATION OF THIS SKETCH.
5. BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE SURVEY PERFORMED BY WILSON, MILLER, BARTON & PEER, INC. DATED AUGUST 10, 1993, PROVIDED TO THE SURVEYOR BY THE CLIENT.

THIS SKETCH IS NOT A RECORD DRAWING. WHILE THE EASEMENT HAS BEEN PREPARED BASED ON FIELD DATA THE DRAFTING SYMBOLS USED TO REPRESENT THE UTILITIES ON THIS SKETCH HAVE BEEN INCLUDED FOR CLARITY ONLY AND, DUE TO THE SCALE OF THE DRAWING, MAY NOT BE DEPICTED HEREON IN THEIR TRUE RELATIONSHIP TO THE EASEMENT LINE.



MAGNITUDE
150AL15E

N88°21'55\"/>

N88°21'55\"/>

S14°12'35\"/>

SURVEYOR'S NOTES

WE HEREBY CERTIFY TO THE BEST OF OUR KNOWLEDGE AND BELIEF THAT THIS SKETCH IS A TRUE AND ACCURATE REPRESENTATION OF THE REAL PROPERTY DESCRIBED ON SHEETS 1 THRU 9 OF 13 ATTACHED HERETO. WE FURTHER CERTIFY THAT THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 6101-6, FLORIDA ADMINISTRATIVE CODE.

POST, BUCKLEY, SCHUB & JERNIGAN, INC.

Richard L. McCarther
RICHARD L. MCCARTHER
PROFESSIONAL SURVEYOR AND MAPPER NO. L5381
STATE OF FLORIDA

LEGEND

- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- OR - OFFICIAL RECORD BOOK/PAGE
- RGE - RANGE
- SEC - SECTION
- TWP - TOWNSHIP

THIS IS NOT A SURVEY	DATE: 5 AUG 96	PROJECT:
JOB NO:	FILENAME: FU_UAPOC.DGN	FLORIDA GULF COAST UNIVERSITY UTILITY EASEMENTS
SCALE: 1" = 600'	REV:	
DRAWN: MDM	REV:	
CHECKED: RLM	REV:	
SHEET 10 OF 25	REV:	



POST BUCKLEY SCHUB & JERNIGAN, INC.
6306 PRESIDENTIAL COURT
FORT MYERS, FLORIDA 33919
10412-082-1275
FLORIDA LICENSED BUSINESS NO. 1874

SEE SHEET 13 OF 25

SEC 13, 14, 23 & 24, TWP 46 S, RGE 25 E
LEE COUNTY, FLORIDA

REFERENCE POINT 'A'
SEE SHEET 10 OF 25

S00°30'18"E
3014.15'

S09°01'02"W
778.27'

NORTH

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SURVEYOR'S CERTIFICATION

WE HEREBY CERTIFY TO THE BEST OF OUR KNOWLEDGE AND BELIEF THAT THIS SKETCH IS TRUE AND CORRECT REPRESENTATION OF THE AC PROPERTY DESCRIBED ON SHEETS 1 THRU 9 OF ATTACHED HERETO. WE FURTHER CERTIFY THAT THIS SKETCH WAS PREPARED IN ACCORDANCE WITH APPLICABLE PROVISIONS OF CHAPTER 61G11, FLORIDA ADMINISTRATIVE CODE.

POST, BUCKLEY, SCHWAB & JERNIGAN, INC

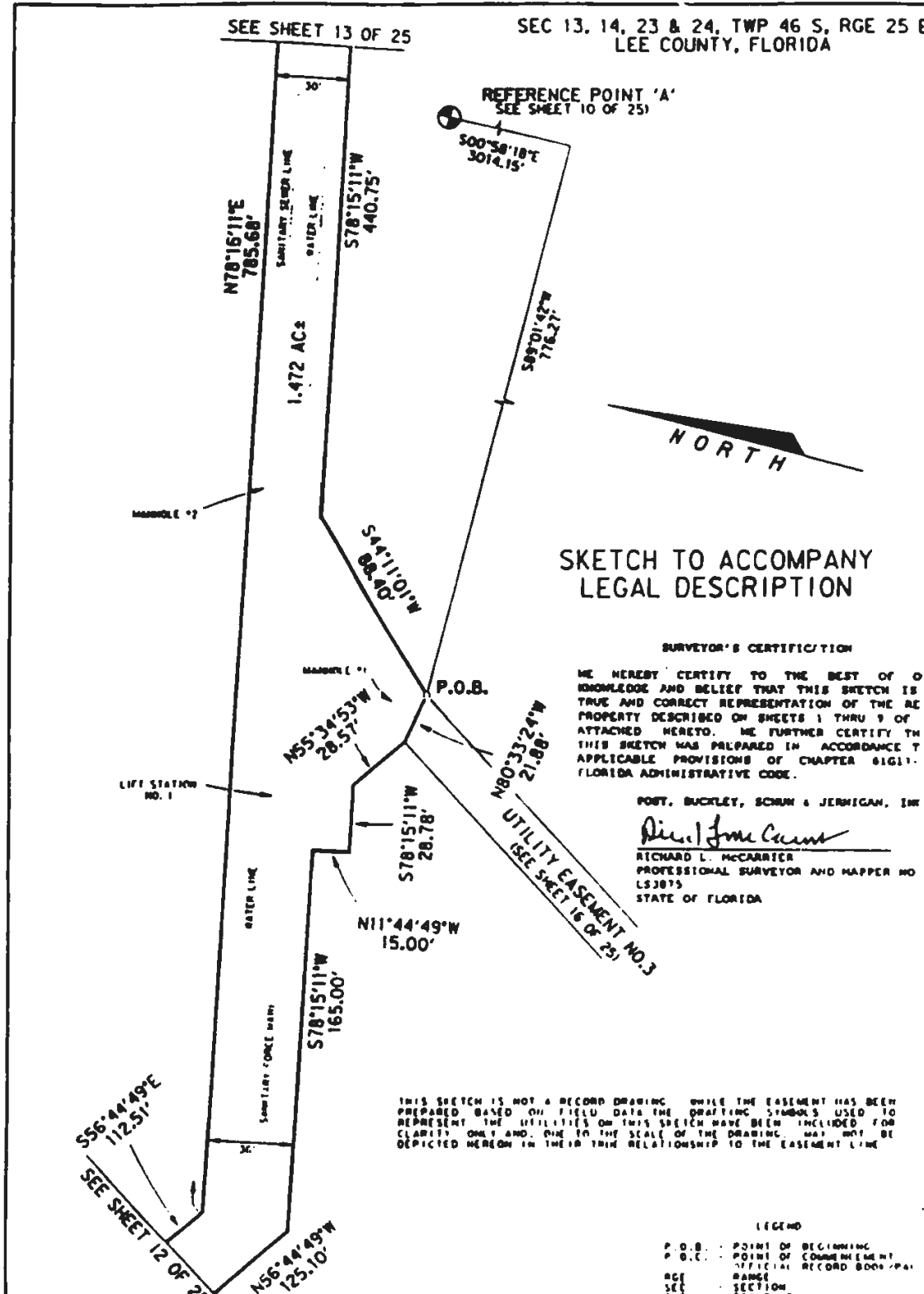
Richard L. McCarrier
RICHARD L. MCCARRIER
PROFESSIONAL SURVEYOR AND MAPPER NO
LS3875
STATE OF FLORIDA

UTILITY EASEMENT NO. 3
SEE SHEET 16 OF 25

THIS SKETCH IS NOT A RECORD DRAWING. WHILE THE EASEMENT HAS BEEN PREPARED BASED ON FIELD DATA THE DRAFTING SYMBOLS USED TO REPRESENT THE UTILITIES ON THIS SKETCH HAVE BEEN INCLUDED FOR CLARITY ONLY AND, DUE TO THE SCALE OF THE DRAWING, MAY NOT BE DEPICTED HEREON IN THEIR TRUE RELATIONSHIP TO THE EASEMENT LINE.

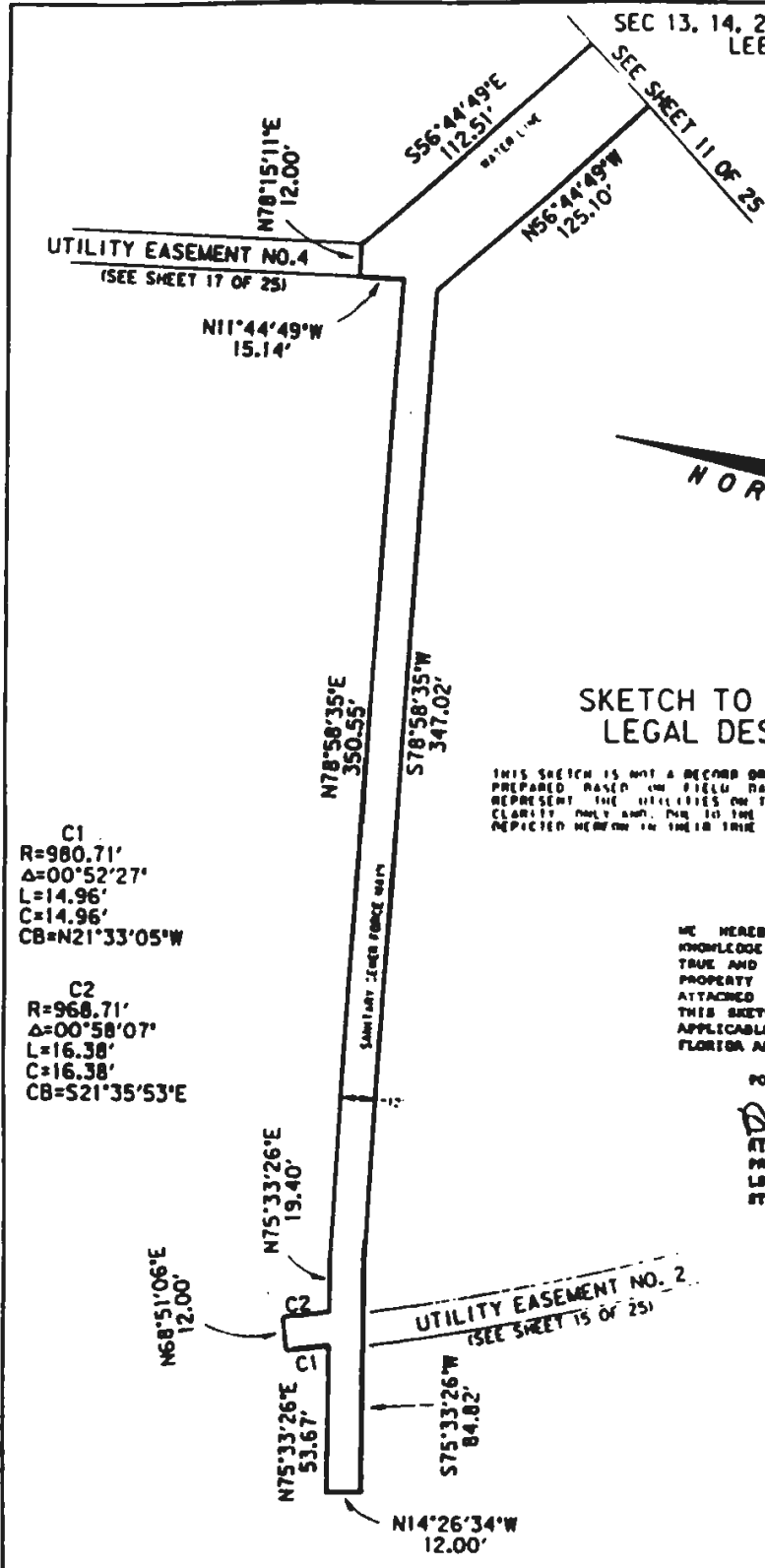
LEGEND

- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- OFFICIAL RECORD BOOK/PAGE
- RGE - RANGE
- SEC - SECTION
- TWP - TOWNSHIP



THIS IS NOT A SURVEY		DATE:	5 AUG 96	PROJECT:	FLORIDA GULF COAST UNIVERSITY UTILITY EASEMENT NO. 1
JOB NO.		FILENAME:	FU161A.DGN		
SCALE:	1" = 50'	REV.			
DRAWN:	MTH	REV.			
CHECKED:	RLM	REV.			
SHEET 11 OF 25					POST, BUCKLEY, SCHWAB & JERNIGAN, INC 6326 PRESIDENTIAL COURT FORT MYERS, FLORIDA 33919 (888) 882-7777 FAX (888) 882-7777

SEC 13, 14, 23 & 24, TWP 46 S, RGE 25
LEE COUNTY, FLORIDA



**SKETCH TO ACCOMPANY
LEGAL DESCRIPTION**

THIS SKETCH IS NOT A RECORD DRAWING. WHILE THE EASEMENT HAS BEEN PREPARED BASED ON FIELD DATA THE DRAFTING SYMBOLS USED TO REPRESENT THE UTILITIES ON THIS SKETCH HAVE BEEN INCLUDED FOR CLARITY ONLY AND, FOR THE SCALE OF THE DRAWING, MAY NOT BE DEPICTED HEREIN IN THEIR TRUE RELATIONSHIP TO THE EASEMENT LINE.

C1
R=980.71'
Δ=00°52'27"
L=14.96'
C=14.96'
CB=N21°33'05"W

C2
R=968.71'
Δ=00°58'07"
L=16.38'
C=16.38'
CB=S21°35'53"E

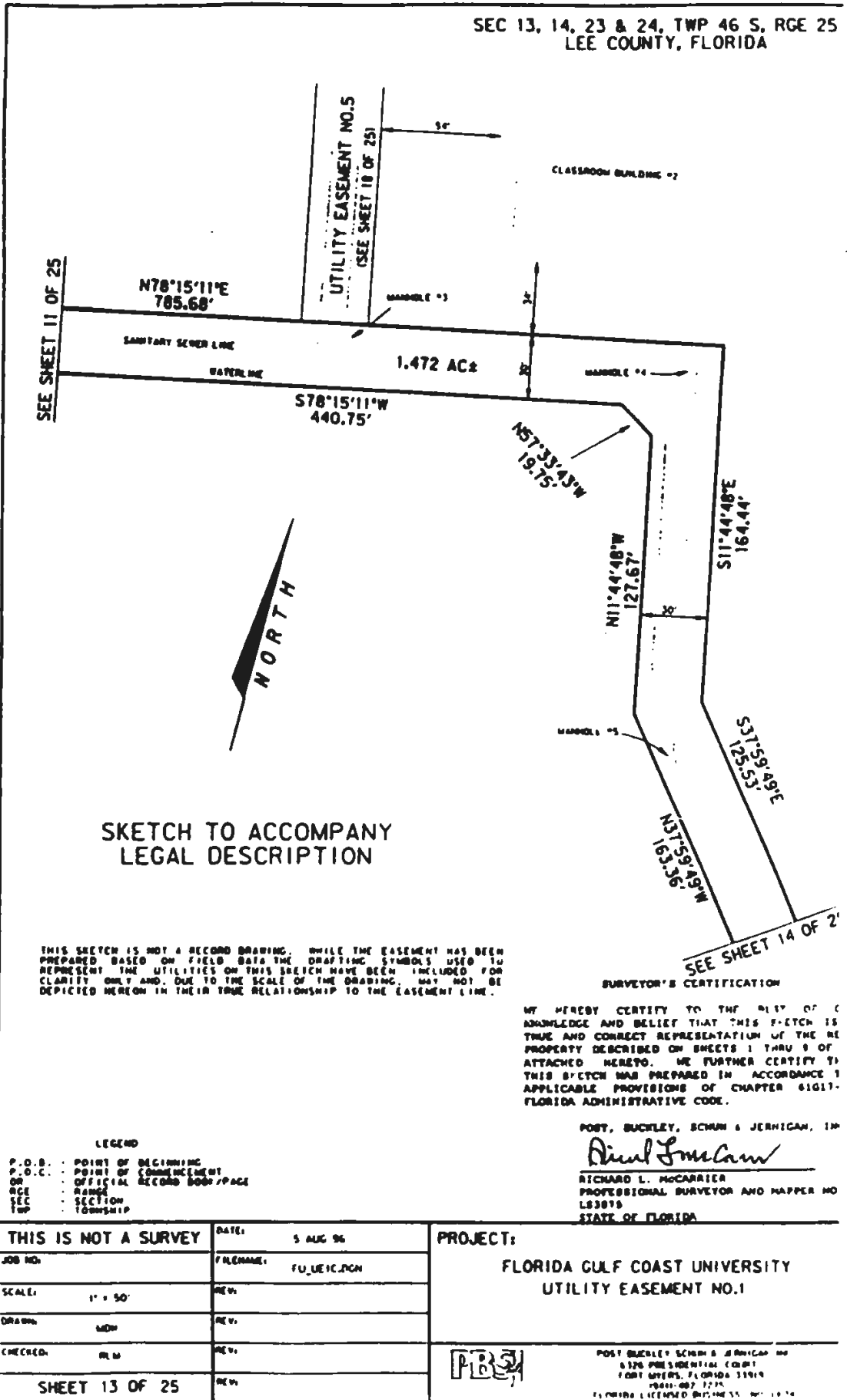
SURVEYOR'S CERTIFICATION

WE HEREBY CERTIFY TO THE BEST OF OUR KNOWLEDGE AND BELIEF THAT THIS SKETCH IS TRUE AND CORRECT REPRESENTATION OF THE REAL PROPERTY DESCRIBED ON SHEETS 1 THRU 9 OF ATTACHED HERETO. WE FURTHER CERTIFY THAT THIS SKETCH WAS PREPARED IN ACCORDANCE WITH APPLICABLE PROVISIONS OF CHAPTER 61G17-FLORIDA ADMINISTRATIVE CODE.

POST, BUCKLEY, SCHUM & JERNIGAN, INC.
Richard L. McCarter
RICHARD L. MCCARTER
PROFESSIONAL SURVEYOR AND MAPPER NO. LB3875
STATE OF FLORIDA

LEGEND
P.O.B. : POINT OF BEGINNING
P.O.C. : POINT OF COMMENCEMENT
OR : OFFICIAL RECORD BOOK NO.
RGE : RANGE
SEC : SECTION
TWP : TOWNSHIP

THIS IS NOT A SURVEY		DATE: 5 AUG 06	PROJECT: FLORIDA GULF COAST UNIVERSITY UTILITY EASEMENT NO. 1
JOB NO.	PREPARED BY: FU, ME, B, CH		
SCALE: 1" = 50'	REV.		
DRAWN: MFM	REV.		
CHECKED: RLM	REV.		
SHEET 12 OF 25		REV.	



SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

THIS SKETCH IS NOT A RECORD DRAWING. WHILE THE EASEMENT HAS BEEN PREPARED BASED ON FIELD DATA THE DRAFTING SYMBOLS USED TO REPRESENT THE UTILITIES ON THIS SKETCH HAVE BEEN INCLUDED FOR CLARITY ONLY AND, DUE TO THE SCALE OF THE DRAWING, MAY NOT BE DEPICTED HEREON IN THEIR TRUE RELATIONSHIP TO THE EASEMENT LINE.

SURVEYOR'S CERTIFICATION

WE HEREBY CERTIFY TO THE BEST OF OUR KNOWLEDGE AND BELIEF THAT THIS SKETCH IS TRUE AND CORRECT REPRESENTATION OF THE PROPERTY DESCRIBED ON SHEETS 1 THRU 9 OF ATTACHED HEREON. WE FURTHER CERTIFY THAT THIS SKETCH WAS PREPARED IN ACCORDANCE WITH APPLICABLE PROVISIONS OF CHAPTER 61G17, FLORIDA ADMINISTRATIVE CODE.

POST, BUCKLEY, SCHWAB & JERNIGAN, INC.

Richard L. McCarrier

RICHARD L. MCCARRIER
PROFESSIONAL SURVEYOR AND MAPPER NO. L83875
STATE OF FLORIDA

LEGEND

- P.O.B. : POINT OF BEGINNING
- P.O.C. : POINT OF COMMENCEMENT
- OR : OFFICIAL RECORD BOOK/PAGE
- RGE : RANGE
- SEC : SECTION
- TWP : TOWNSHIP

THIS IS NOT A SURVEY		DATE:	5 AUG 96	PROJECT: FLORIDA GULF COAST UNIVERSITY UTILITY EASEMENT NO.1
JOB NO:		FILENAME:	FU_UTIL.EAS.DGN	
SCALE:	1" = 50'	REV:		
DRAWN:	MDM	REV:		
CHECKED:	RLM	REV:		
SHEET 13 OF 25		REV:		

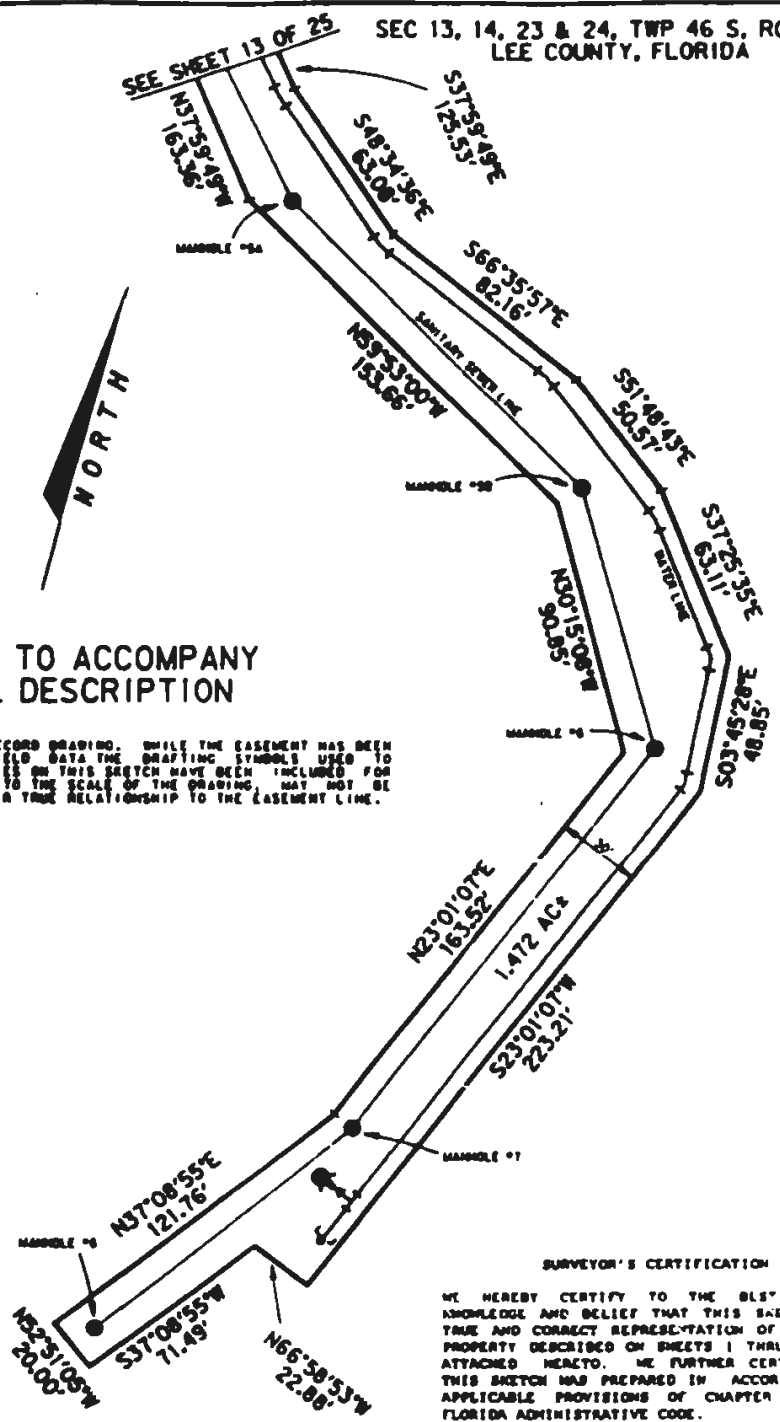
SEC 13, 14, 23 & 24, TWP 46 S. RGE 25
LEE COUNTY, FLORIDA

SEE SHEET 13 OF 25



**SKETCH TO ACCOMPANY
LEGAL DESCRIPTION**

THIS SKETCH IS NOT A RECORD GRADING. WHILE THE EASEMENT HAS BEEN PREPARED BASED ON FIELD DATA THE DRAFTING SYMBOLS USED TO REPRESENT THE UTILITIES ON THIS SKETCH HAVE BEEN INCLUDED FOR CLARITY ONLY AND, DUE TO THE SCALE OF THE GRADING, MAY NOT BE DEPICTED HEREON IN THEIR TRUE RELATIONSHIP TO THE EASEMENT LINE.



SURVEYOR'S CERTIFICATION

WE HEREBY CERTIFY TO THE BEST OF OUR KNOWLEDGE AND BELIEF THAT THIS SKETCH IS TRUE AND CORRECT REPRESENTATION OF THE PROPERTY DESCRIBED ON SHEETS 1 THRU 9 OF ATTACHED HEREON. WE FURTHER CERTIFY THAT THIS SKETCH WAS PREPARED IN ACCORDANCE WITH APPLICABLE PROVISIONS OF CHAPTER 61G17, FLORIDA ADMINISTRATIVE CODE.

POST, BUCKLEY, SCHUM & JERNIGAN, INC.

Richard L. McCarrier

RICHARD L. MCCARRIER
PROFESSIONAL SURVEYOR AND MAPPER NO
LS3675
STATE OF FLORIDA

- LEGEND**
- P.O.B. - POINT OF BEGINNING
 - P.O.C. - POINT OF COMMENCEMENT
 - OR - OFFICIAL RECORD BOOK/PAGE
 - RGE - RANGE
 - SEC - SECTION
 - TWP - TOWNSHIP

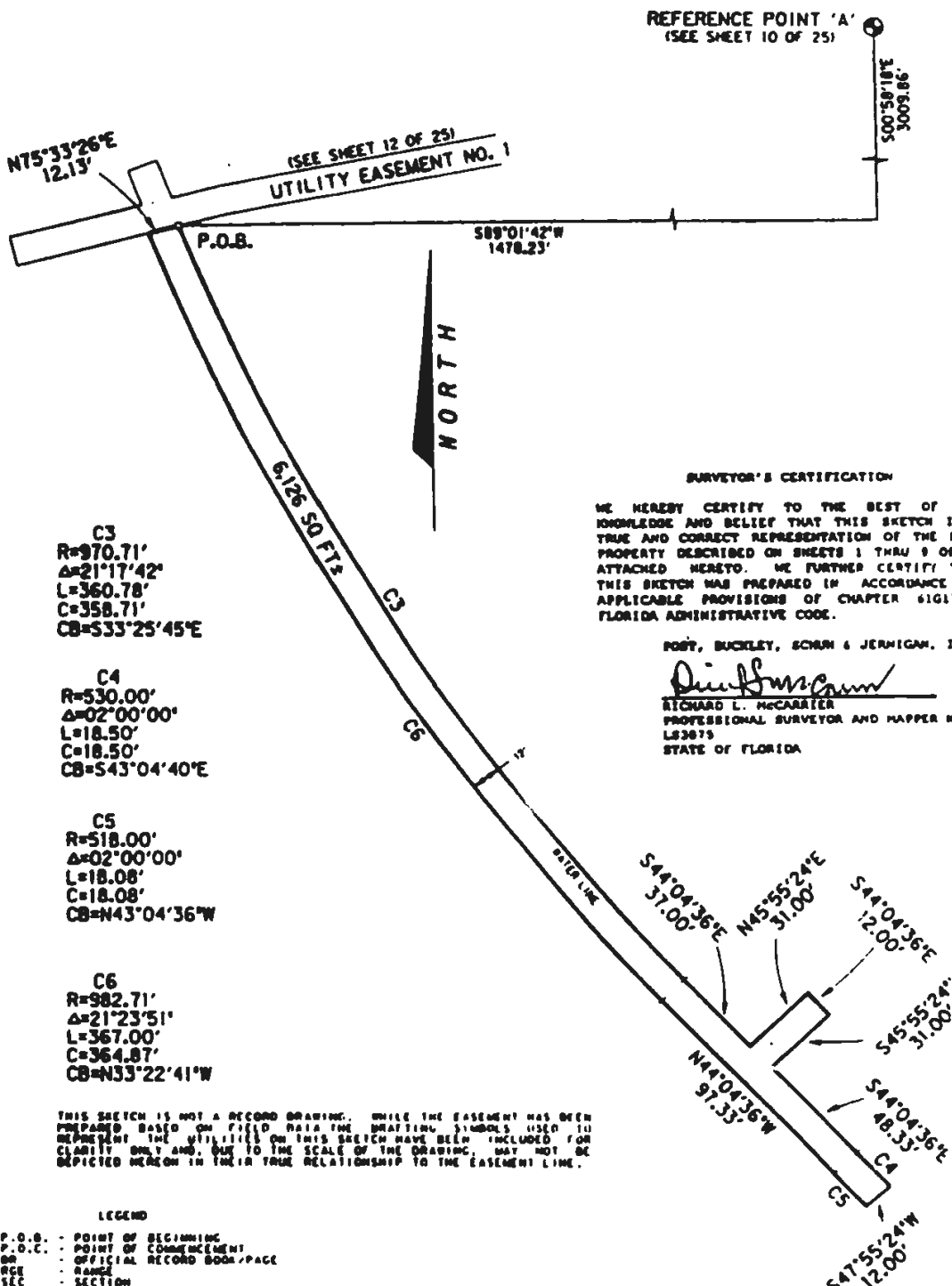
THIS IS NOT A SURVEY		DATE: 5 AUG 06	PROJECT: FLORIDA GULF COAST UNIVERSITY UTILITY EASEMENT NO. 1
JOB NO:	FILENAME: FU_LEE@.DGN		
SCALE: 1" = 50'	REV: 17 SEP 06		
DRAWN: WDM	REV:		
CHECKED: RLM	REV:		
SHEET 14 OF 25	REV:		



POST BUCKLEY SCHUM & JERNIGAN, INC.
6320 PRESIDENTIAL COURT
FORT WORTH, FLORIDA 35043
817-335-7775
FLORIDA LICENSED SURVEYOR NO. 18274

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

SEC 13, 14, 23 & 24, TWP 46 S, RGE 25 E
LEE COUNTY, FLORIDA



SURVEYOR'S CERTIFICATION

WE HEREBY CERTIFY TO THE BEST OF OUR KNOWLEDGE AND BELIEF THAT THIS SKETCH IS TRUE AND CORRECT REPRESENTATION OF THE REAL PROPERTY DESCRIBED ON SHEETS 1 THRU 9 OF ATTACHED HERETO. WE FURTHER CERTIFY THAT THIS SKETCH WAS PREPARED IN ACCORDANCE WITH APPLICABLE PROVISIONS OF CHAPTER 61G17, FLORIDA ADMINISTRATIVE CODE.

ROBT. BUCKLEY, SCHWAB & JERNIGAN, INC.
Richard L. McCarter
RICHARD L. MCCARTER
PROFESSIONAL SURVEYOR AND MAPPER IN
LR3875
STATE OF FLORIDA

THIS SKETCH IS NOT A RECORD DRAWING. WHILE THE EASEMENT HAS BEEN PREPARED BASED ON FIELD DATA THE DRAFTING SYMBOLS USED TO REPRESENT THE UTILITIES ON THIS SKETCH HAVE BEEN INCLUDED FOR CLARITY ONLY AND, DUE TO THE SCALE OF THE DRAWING, MAY NOT BE DEPICTED HEREON IN THEIR TRUE RELATIONSHIP TO THE EASEMENT LINE.

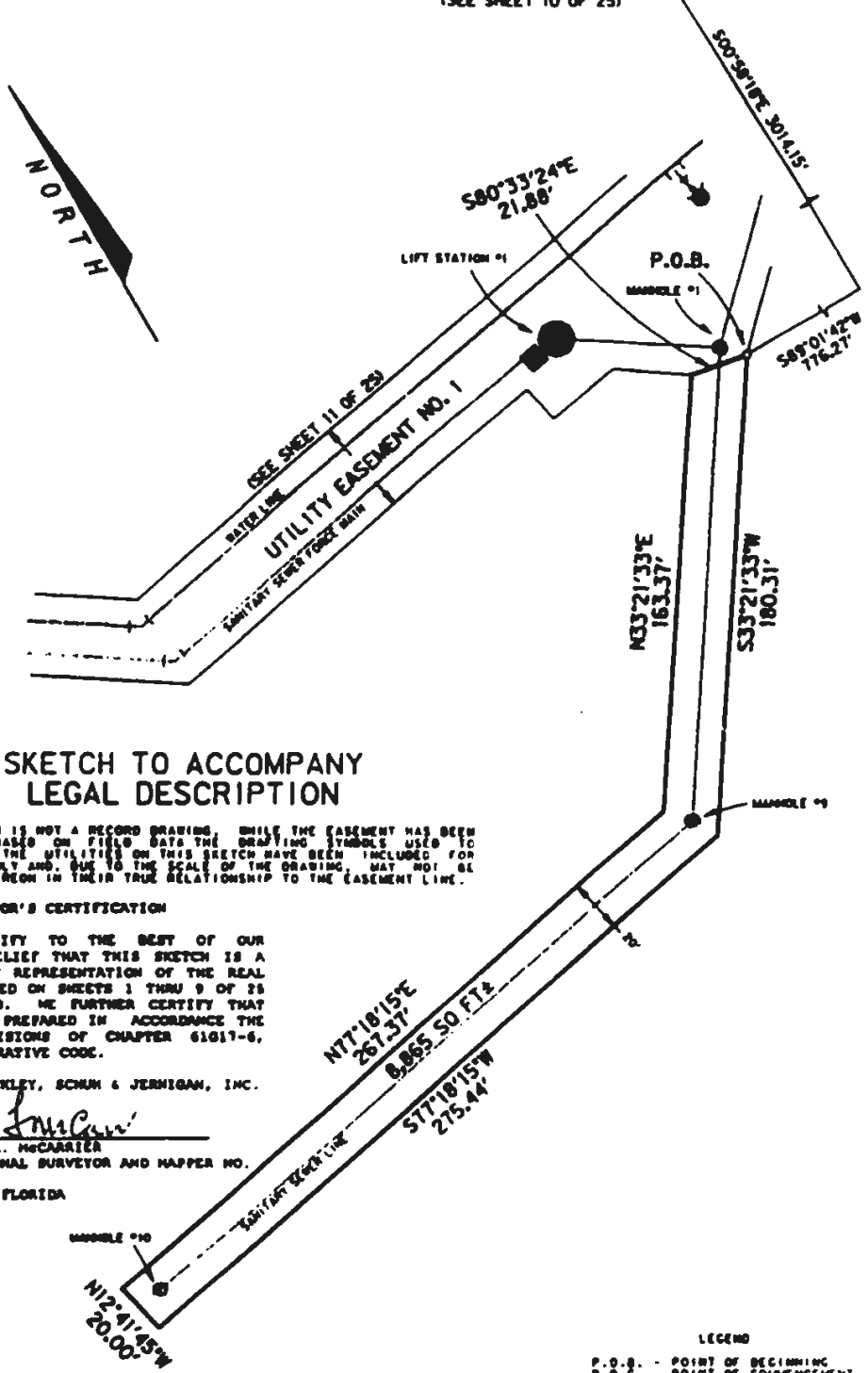
LEGEND

P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCEMENT
OR - OFFICIAL RECORD BOOK/PAGE
RGE - RANGE
SEC - SECTION
TWP - TOWNSHIP

THIS IS NOT A SURVEY	DATE: 5 MAR 06	PROJECT:
JOB NO:	FILENAME: 13_15E2.DGN	FLORIDA GULF COAST UNIVERSITY UTILITY EASEMENT NO. 2
SCALE: 1" = 30'	REV:	
DRAWN: MDM	REV:	
CHECKED: PLM	REV:	
SHEET 15 OF 25	REV:	
FBS		ROBT. BUCKLEY, SCHWAB & JERNIGAN, INC. 5326 P.O. BOX 10001 FORT WALTERS, FLORIDA 32019 (904) 482-1215 FLORIDA LICENSED SURVEYOR NO. 1879

SEC 13, 14, 23 & 24, TWP 46 S, RGE 25 E
LEE COUNTY, FLORIDA

REFERENCE POINT 'A'
(SEE SHEET 10 OF 25)



**SKETCH TO ACCOMPANY
LEGAL DESCRIPTION**

THIS SKETCH IS NOT A RECORD DRAWING. WHILE THE EASEMENT HAS BEEN PREPARED BASED ON FIELD DATA THE DRAFTING SYMBOLS USED TO REPRESENT THE UTILITIES ON THIS SKETCH HAVE BEEN INCLUDED FOR CLARITY ONLY AND, DUE TO THE SCALE OF THE DRAWING, MAY NOT BE DEPICTED HEREON IN THEIR TRUE RELATIONSHIP TO THE EASEMENT LINE.

SURVEYOR'S CERTIFICATION

WE HEREBY CERTIFY TO THE BEST OF OUR KNOWLEDGE AND BELIEF THAT THIS SKETCH IS A TRUE AND CORRECT REPRESENTATION OF THE REAL PROPERTY DESCRIBED ON SHEETS 1 THRU 9 OF 25 ATTACHED HERETO. WE FURTHER CERTIFY THAT THIS SKETCH WAS PREPARED IN ACCORDANCE THE APPLICABLE PROVISIONS OF CHAPTER 61017-6, FLORIDA ADMINISTRATIVE CODE.

POST, BUCKLEY, SCHM & JERNIGAN, INC.

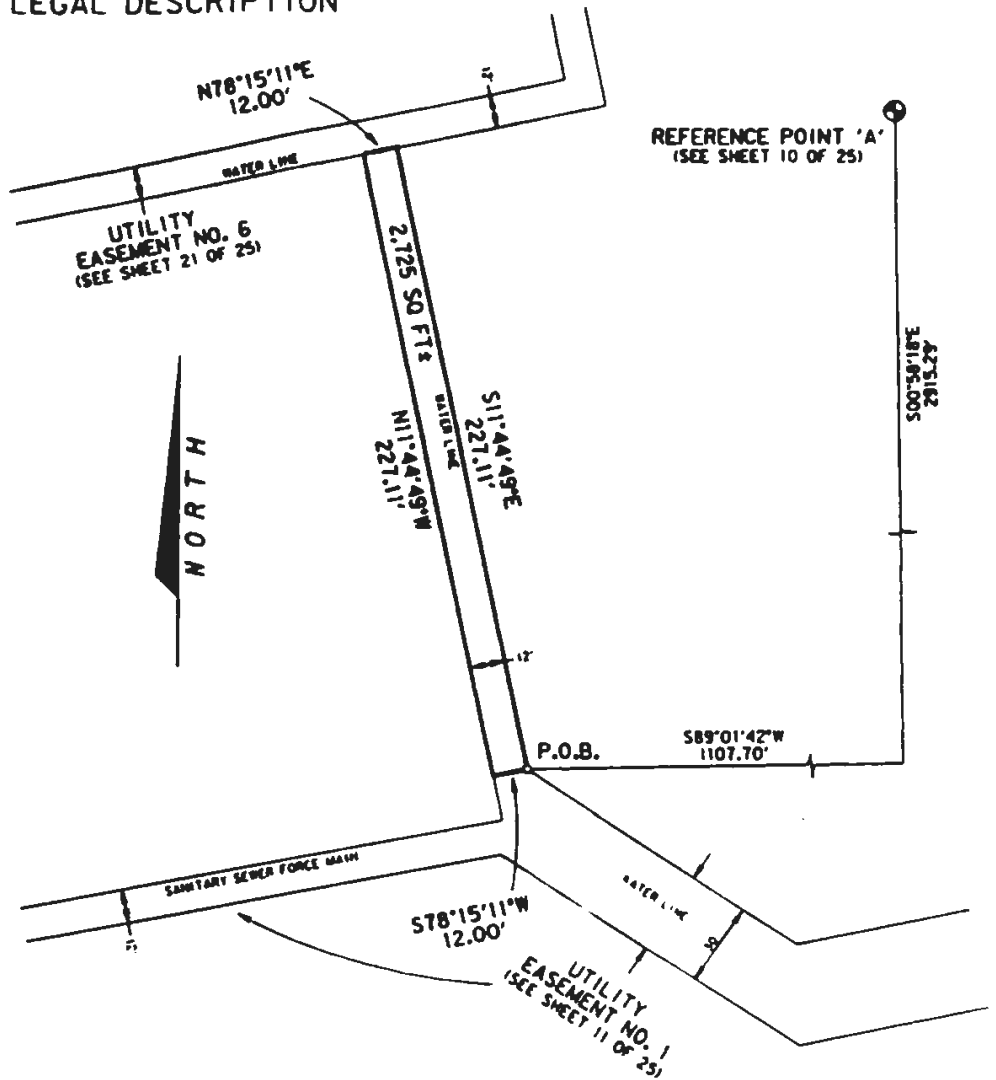
Richard L. McCarrier
RICHARD L. MCCARRIER
PROFESSIONAL SURVEYOR AND MAPPER NO.
LS3878
STATE OF FLORIDA

- LEGEND**
- P.O.B. - POINT OF BEGINNING
 - P.O.C. - POINT OF COMMENCEMENT
 - OR - OFFICIAL RECORD BOOK/P.P.
 - RGE - RANGE
 - SEC - SECTION
 - TWP - TOWNSHIP

THIS IS NOT A SURVEY		DATE: 5 AUG 96	PROJECT: FLORIDA GULF COAST UNIVERSITY UTILITY EASEMENT NO. 3
JOB NO:	FILENAME: FU_L1E3.DGN		
SCALE: 1" = 50'	REV: 12 SEP 96		
DRAWN: MCH	REV:		
CHECKED: RLW	REV:		
SHEET 16 OF 25	REV:		
		POST BUCKLEY SCHM & JERNIGAN INC. 6328 PRESIDENTIAL COURT FORT MYERS, FLORIDA 3,919 941-487-7775 FLORIDA LICENSED BUSINESS NO. L874	

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

SEC 13, 14, 23 & 24, TWP 46 S, RGE 25 E
LEE COUNTY, FLORIDA



THIS SKETCH IS NOT A RECORD DRAWING. WHILE THE EASEMENT HAS BEEN PREPARED BASED ON FIELD DATA THE DRAFTING SYMBOLS USED TO REPRESENT THE UTILITIES ON THIS SKETCH HAVE BEEN INCLUDED FOR CLARITY ONLY AND, DUE TO THE SCALE OF THE DRAWING, MAY NOT BE DEPICTED HEREON IN THEIR TRUE RELATIONSHIP TO THE EASEMENT LINE.

SURVEYOR'S CERTIFICATION


WE HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS SKETCH IS TRUE AND CORRECT REPRESENTATION OF THE PROPERTY DESCRIBED ON SHEETS 1 THRU 9 OF ATTACHED HEREON. WE FURTHER CERTIFY THAT THIS SKETCH WAS PREPARED IN ACCORDANCE WITH APPLICABLE PROVISIONS OF CHAPTER 61G17-FLORIDA ADMINISTRATIVE CODE.

POST, BUCKLEY, SCHUM & JERNIGAN, INC.

Richard L. McCarrier
RICHARD L. MCCARRIER
PROFESSIONAL SURVEYOR AND MAPPER MC
L23078
STATE OF FLORIDA

LEGEND

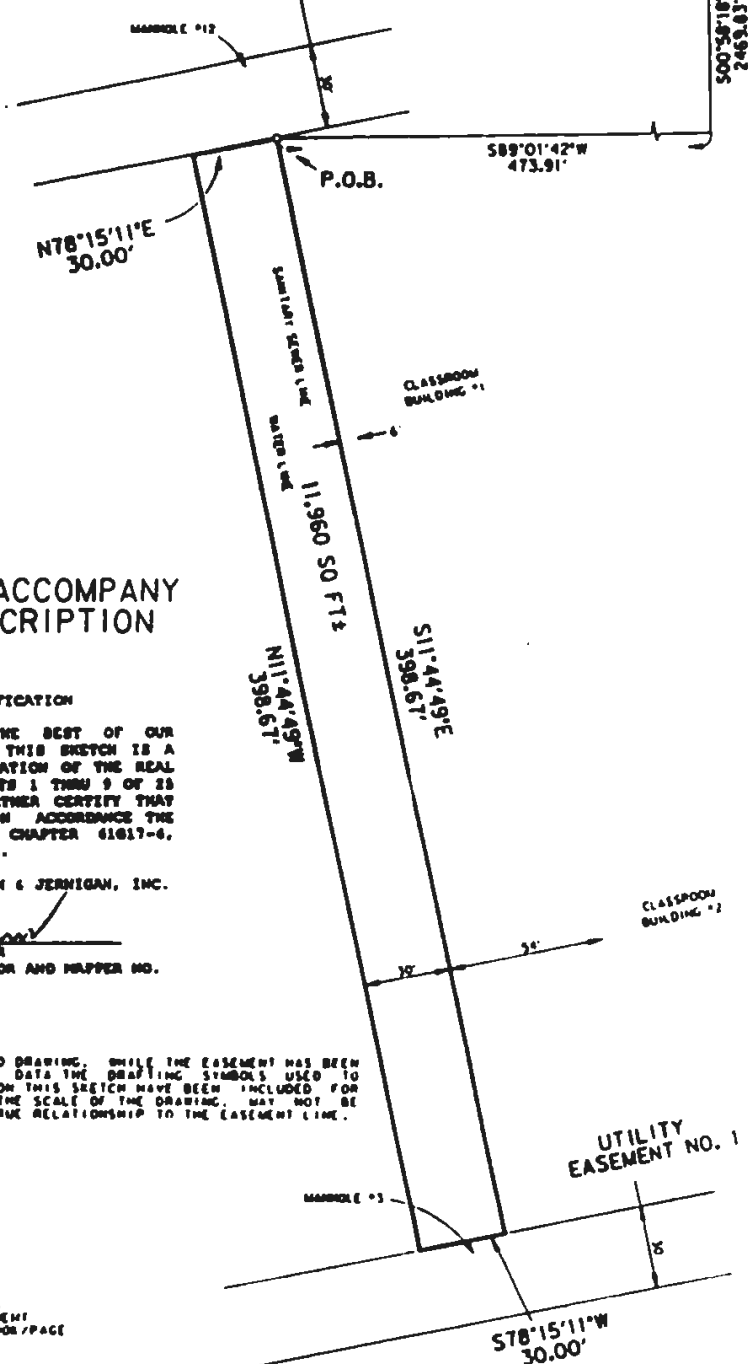
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- OR - OFFICIAL RECORD BOOK/PAGE
- RGE - RANGE
- SEC - SECTION
- TWP - TOWNSHIP

THIS IS NOT A SURVEY		DATE: 5 AUG 96	PROJECT: FLORIDA GULF COAST UNIVERSITY UTILITY EASEMENT NO. 4
JOB NO:		FILENAME: FU_LIE 4.DGN	
SCALE: 1" = 50'		REV:	
DRAWN: MEW		REV:	
CHECKED: RLH		REV:	
SHEET 17 OF 25		REV:	 POST BUCKLEY SCHUM & JERNIGAN, INC. 6320 PRESIDENTIAL COURT FORT WARD, FLORIDA 32914 (904) 487-1771 FLORIDA LICENSED BUSINESS NO. 11724



UTILITY EASEMENT NO. 6
(SEE SHEET 19 OF 25)

REFERENCE POINT 'A'
(SEE SHEET 10 OF 25)



**SKETCH TO ACCOMPANY
LEGAL DESCRIPTION**

SURVEYOR'S CERTIFICATION

WE HEREBY CERTIFY TO THE BEST OF OUR KNOWLEDGE AND BELIEF THAT THIS SKETCH IS A TRUE AND CORRECT REPRESENTATION OF THE REAL PROPERTY DESCRIBED ON SHEETS 1 THRU 9 OF 25 ATTACHED HERETO. WE FURTHER CERTIFY THAT THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 61017-6, FLORIDA ADMINISTRATIVE CODE.

POST, BUCKLEY, SCHUL & JERNIGAN, INC.

Richard L. McCarther

RICHARD L. MCCARTHER
PROFESSIONAL SURVEYOR AND MAPPER NO.
123878
STATE OF FLORIDA

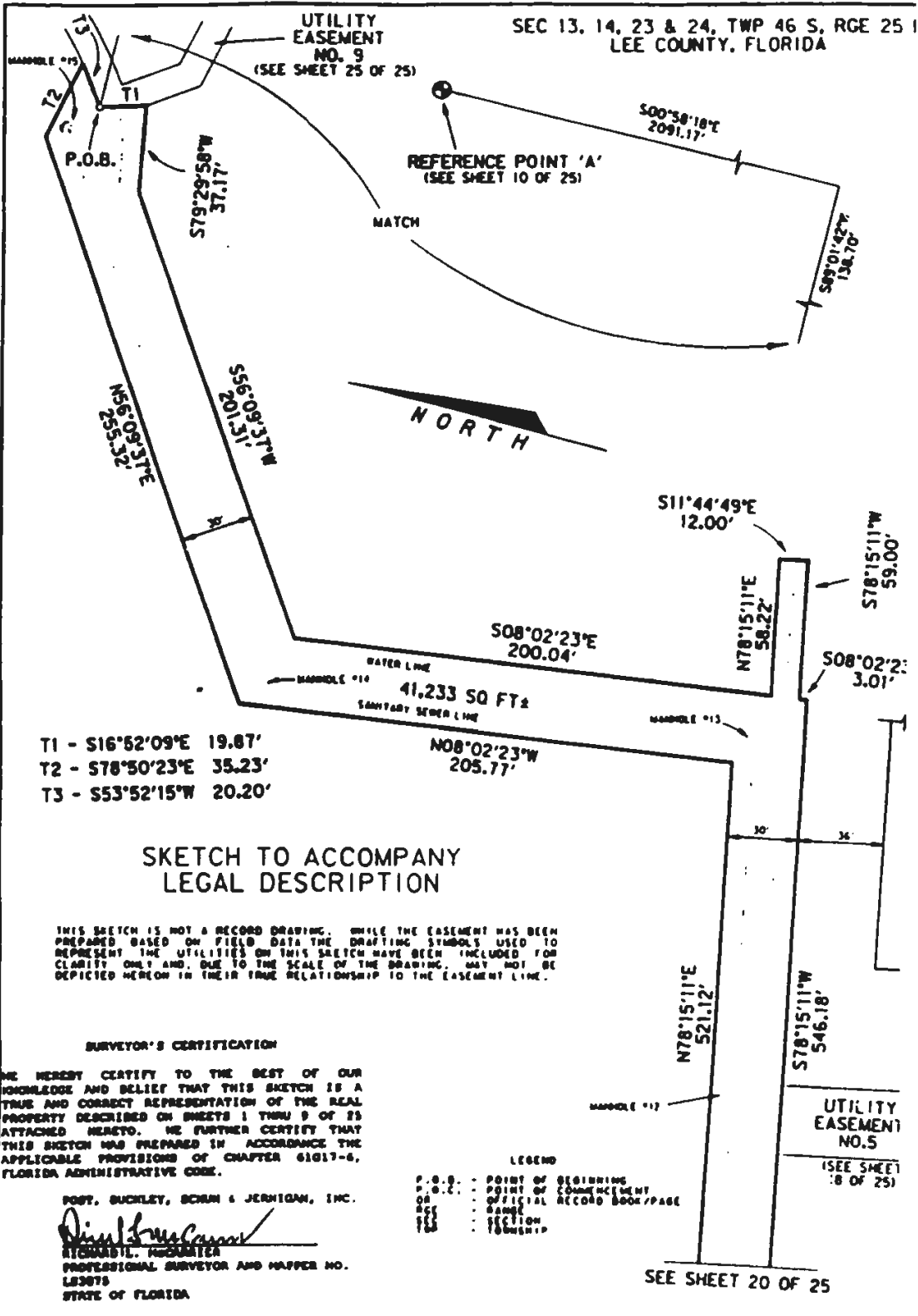
THIS SKETCH IS NOT A RECORD DRAWING. WHILE THE EASEMENT HAS BEEN PREPARED BASED ON FIELD DATA THE DRAFTING SYMBOLS USED TO REPRESENT THE UTILITIES ON THIS SKETCH HAVE BEEN INCLUDED FOR CLARITY ONLY AND, DUE TO THE SCALE OF THE DRAWING, MAY NOT BE DEPICTED HEREON IN THEIR TRUE RELATIONSHIP TO THE EASEMENT LINE.

LEGEND

- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- OR - OFFICIAL RECORD BOOK/PAGE
- RGE - RANGE
- SEC - SECTION
- TWP - TOWNSHIP

THIS IS NOT A SURVEY		DATE: 5 AUG 94	PROJECT: FLORIDA GULF COAST UNIVERSITY UTILITY EASEMENT NO. 5
JOB NO:	FILENAME: FU.LIES.DGN		
SCALE: 1" = 50'	REV:		
DRAWN: MEM	REV:		
CHECKED: RLM	REV:		
SHEET 18 OF 25	REV:		
		PBS	POST BUCKLEY SCHUL & JERNIGAN INC 6326 PRESIDENTIAL CIRCLE FORT MYERS, FLORIDA 33919 (888) 402-7275 FLORIDA LICENSED BUSINESS NO. 1274

SEC 13, 14, 23 & 24, TWP 46 S, RGE 25 E
LEE COUNTY, FLORIDA



SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

THIS SKETCH IS NOT A RECORD DRAWING. WHILE THE EASEMENT HAS BEEN PREPARED BASED ON FIELD DATA THE DRAFTING SYMBOLS USED TO REPRESENT THE UTILITIES ON THIS SKETCH HAVE BEEN INCLUDED FOR CLARITY ONLY AND, DUE TO THE SCALE OF THE DRAWING, MAY NOT BE DEPICTED HEREON IN THEIR TRUE RELATIONSHIP TO THE EASEMENT LINE.

SURVEYOR'S CERTIFICATION

WE HEREBY CERTIFY TO THE BEST OF OUR KNOWLEDGE AND BELIEF THAT THIS SKETCH IS A TRUE AND CORRECT REPRESENTATION OF THE REAL PROPERTY DESCRIBED ON SHEETS 1 THRU 9 OF 25 ATTACHED HERETO. WE FURTHER CERTIFY THAT THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 61017-6, FLORIDA ADMINISTRATIVE CODE.

POST, BUCKLEY, SCHUM & JERNIGAN, INC.
David L. Schum
REGISTERED PROFESSIONAL SURVEYOR AND MAPPER NO. 183875
STATE OF FLORIDA

- LEGEND
- P.O.B. - POINT OF BEGINNING
 - P.O.C. - POINT OF COMMENCEMENT
 - OR - OFFICIAL RECORD BOOK/PAGE
 - SEC - RANGE
 - TWP - TOWNSHIP

SEE SHEET 20 OF 25

THIS IS NOT A SURVEY		DATE: 5 AUG 96	PROJECT: FLORIDA GULF COAST UNIVERSITY UTILITY EASEMENT NO. 6
JOB NO:	FILENAME: F11_UE6A.DWG		
SCALE: 1" = 50'	REV:		
DRAWN: WOH	REV:		
CHECKED: RLM	REV:		
SHEET 19 OF 25		REV:	

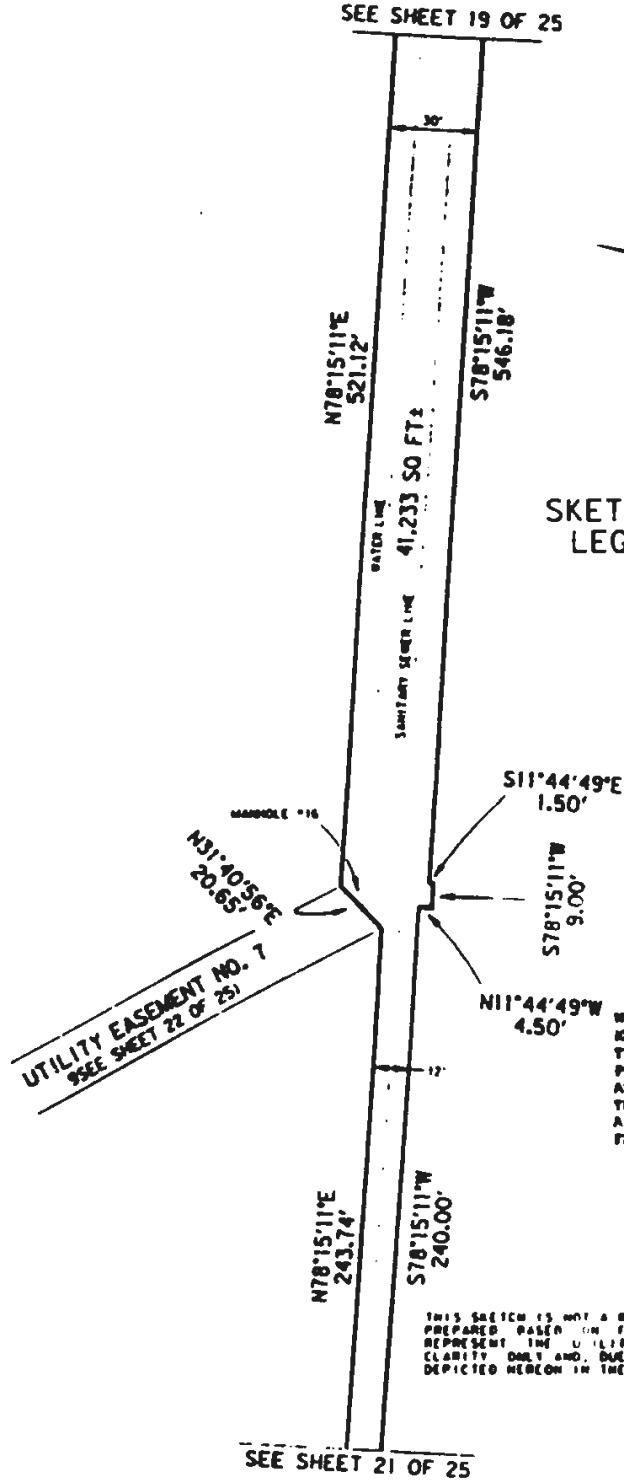


POST BUCKLEY SCHUM & JERNIGAN, INC.
6320 PRESIDENTIAL COURT
FORT WORTH, FLORIDA 33119
(817) 491-1211

SEE SHEET 19 OF 25



SKETCH TO ACCOMPANY
LEGAL DESCRIPTION



SURVEYOR'S CERTIFICATION

WE HEREBY CERTIFY TO THE BEST OF
KNOWLEDGE AND BELIEF THAT THIS SKETCH IS
TRUE AND CORRECT REPRESENTATION OF THE
PROPERTY DESCRIBED ON SHEETS 1 THRU 9 OF
ATTACHED HERE TO. WE FURTHER CERTIFY
THIS SKETCH WAS PREPARED IN ACCORDANCE
APPLICABLE PROVISIONS OF CHAPTER 61G1,
FLORIDA ADMINISTRATIVE CODE.

POFF, BUCKLEY, SCHWAB & JERNIGAN, P.A.

Richard L. McCarter
RICHARD L. MCCARTER
PROFESSIONAL SURVEYOR AND MAPPER IN
FLORIDA
STATE OF FLORIDA

THIS SKETCH IS NOT A RECORD DRAWING. WHILE THE EASEMENT HAS BEEN
PREPARED BASED ON FIELD DATA THE DRAFTING SYMBOLS USED
REPRESENT THE UTILITIES ON THIS SKETCH HAVE BEEN INCLUDED FOR
CLARITY ONLY AND, DUE TO THE SCALE OF THE DRAWING, MAY NOT
DEPICTED HEREON IN THEIR TRUE RELATIONSHIP TO THE EASEMENT LINE

LEGEND

- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- OR - OFFICIAL RECORD SYMBOL
- RGE - RANGE
- SEC - SECTION
- TWP - TOWNSHIP

SEE SHEET 21 OF 25

THIS IS NOT A SURVEY		DATE: 5 AUG 98	PROJECT: FLORIDA GULF COAST UNIVERSITY UTILITY EASEMENT NO. 6
JOB NO:	FILENAME: FU_1800.DGN		
SCALE: 1" = 50'	REV:		
DRAWN: MDM	REV:		
CHECKED: RLM	REV:		
SHEET 20 OF 25	REV:		



POFF, BUCKLEY, SCHWAB & JERNIGAN, P.A.
6126 PRESIDENTIAL COURT
FORT MYERS, FLORIDA 33919
8891-00 • 7275
FLORIDA LICENSED SURVEYOR NO. 1874

SEE SHEET 20 OF 25

SEC 13, 14, 23 & 24, TWP 46 S, RGE 25 E
LEE COUNTY, FLORIDA



**SKETCH TO ACCOMPANY
LEGAL DESCRIPTION**

THIS SKETCH IS NOT A RECORD DRAWING. WHILE THE EASEMENT HAS BEEN PREPARED BASED ON FIELD DATA THE DRAFTING SYMBOLS USED TO REPRESENT THE UTILITIES ON THIS SKETCH HAVE BEEN INCLUDED FOR CLARITY ONLY AND, DUE TO THE SCALE OF THE DRAWING, MAY NOT BE DEPICTED HEREON IN THEIR TRUE RELATIONSHIP TO THE EASEMENT LINE.

SURVEYOR'S CERTIFICATION

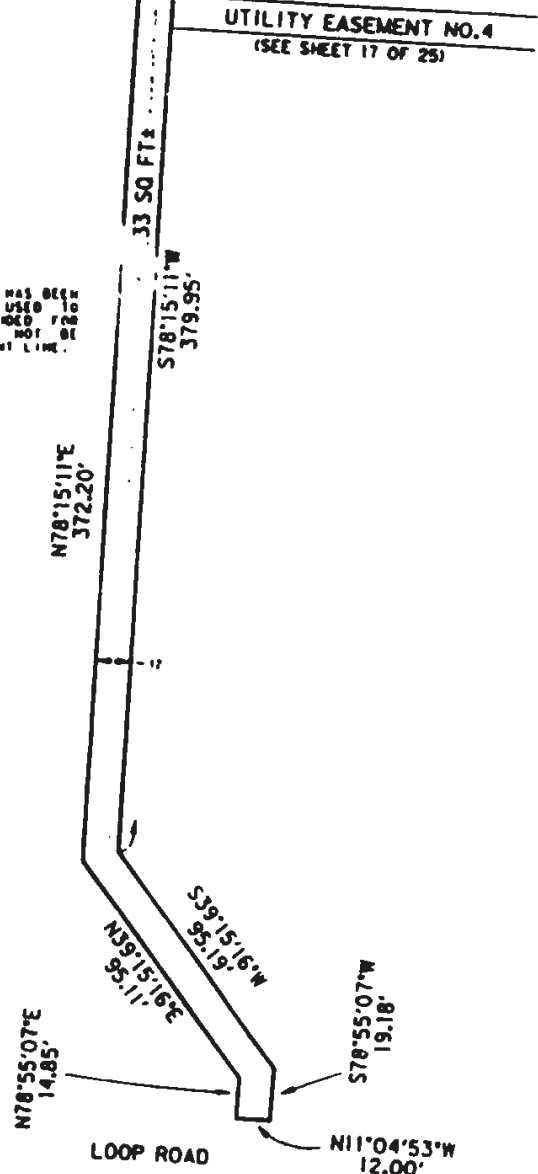
WE HEREBY CERTIFY TO THE BEST OF OUR KNOWLEDGE AND BELIEF THAT THIS SKETCH IS A TRUE AND CORRECT REPRESENTATION OF THE REAL PROPERTY DESCRIBED ON SHEETS 1 THRU 9 OF 25 ATTACHED HERETO. WE FURTHER CERTIFY THAT THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 61017-6, FLORIDA ADMINISTRATIVE CODE.

POST, BUCKLEY, SCHEM & JENNIGAN, INC.


Richard L. McCarrier
RICHARD L. MCCARRIER
PROFESSIONAL SURVEYOR AND MAPPER NO.
L83678
STATE OF FLORIDA

LEGEND

- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- OR - OFFICIAL RECORD BOOK/PAGE
- ACE - RANGE
- SEC - SECTION
- TWP - TOWNSHIP

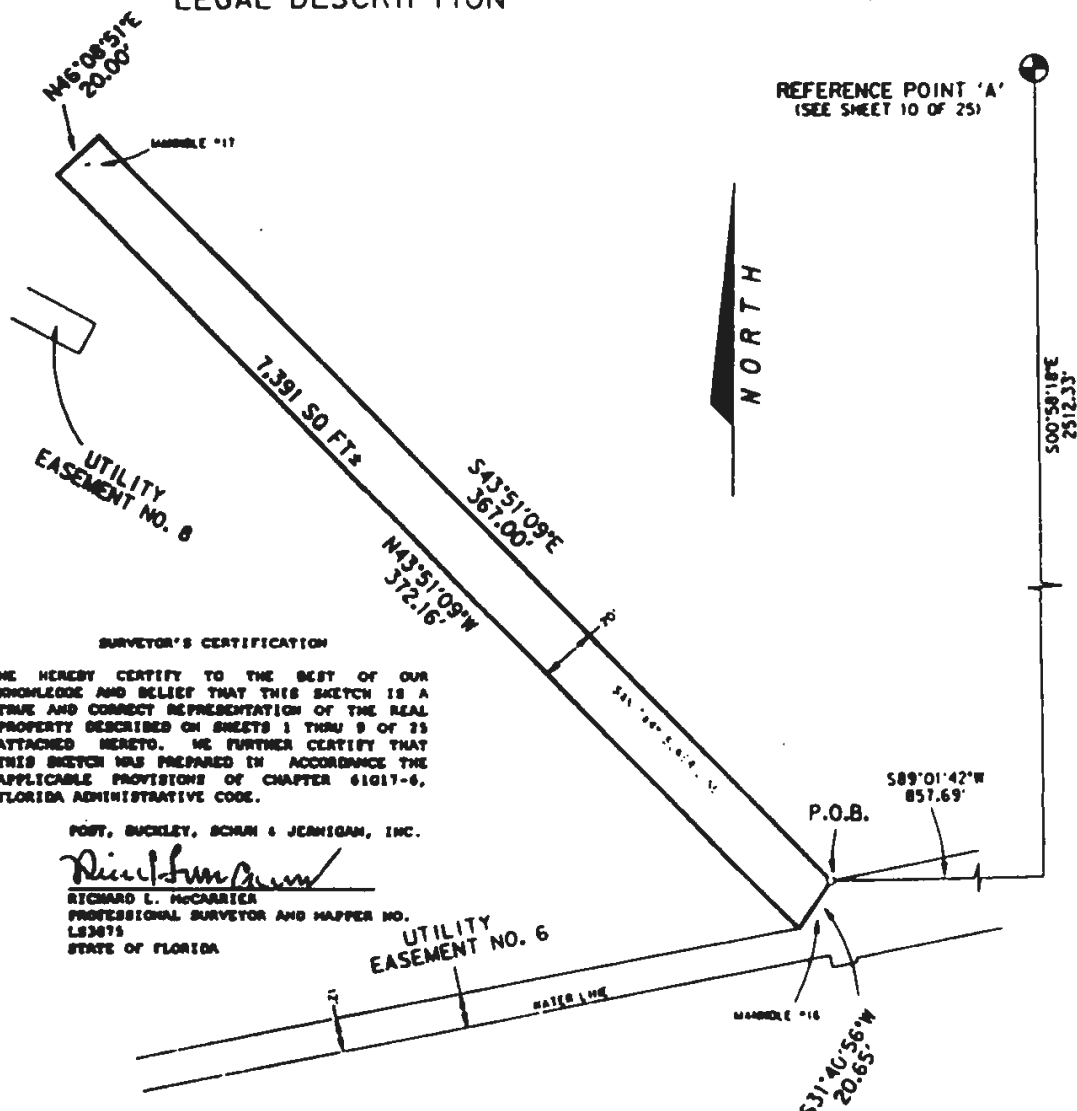


LOOP ROAD

THIS IS NOT A SURVEY		DATE: 5 AUG 96	PROJECT: FLORIDA GULF COAST UNIVERSITY UTILITY EASEMENT NO. 6
JOB NO.	FILENAME:	FU_UTIL6.DGN	
SCALE: 1" = 50'	REV:		
DRAWN: MTH	REV:		
CHECKED: RLW	REV:		
SHEET 21 OF 25		REV:	 <p>POST BUCKLEY SCHEM & JENNIGAN, INC. 4320 PRESIDENTIAL COURT FORT WALTER, FLORIDA 32019 (904) 402-7295 FLORIDA LICENSED BUSINESS UNIT 1 P 2</p>

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SEC 13, 14, 23 & 24, TWP 46 S, RGE 25 E
LEE COUNTY, FLORIDA




SURVEYOR'S CERTIFICATION
 WE HEREBY CERTIFY TO THE BEST OF OUR KNOWLEDGE AND BELIEF THAT THIS SKETCH IS A TRUE AND CORRECT REPRESENTATION OF THE REAL PROPERTY DESCRIBED ON SHEETS 1 THRU 9 OF 25 ATTACHED HERETO. WE FURTHER CERTIFY THAT THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE.

POST, BUCKLEY, SCHMID & JERNIGAN, INC.

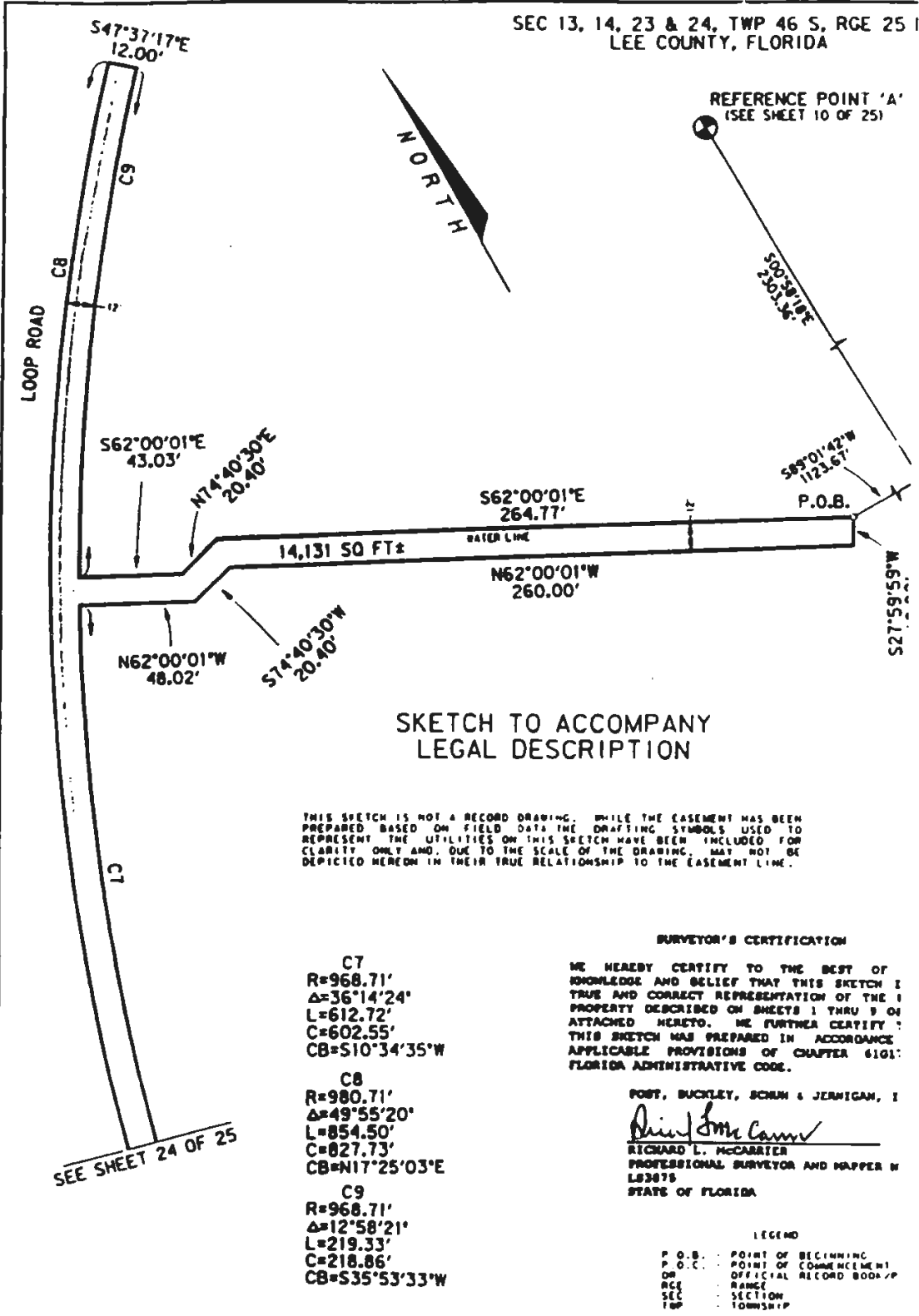
Richard L. McCarrick
 RICHARD L. MCCARRICK
 PROFESSIONAL SURVEYOR AND MAPPER NO.
 L83875
 STATE OF FLORIDA

THIS SKETCH IS NOT A RECORD DRAWING. WHILE THE EASEMENT HAS BEEN PREPARED BASED ON FIELD DATA THE DRAFTING SYMBOLS USED TO REPRESENT THE UTILITIES ON THIS SKETCH HAVE BEEN INCLUDED FOR CLARITY ONLY AND, DUE TO THE SCALE OF THE DRAWING, MAY NOT BE DEPICTED HEREON IN THEIR TRUE RELATIONSHIP TO THE EASEMENT LINE.

LEGEND
 P.O.B. - POINT OF BEGINNING
 P.O.C. - POINT OF COMMENCEMENT
 OR - OFFICIAL RECORD BOOK/PAGE
 RGE - RANGE
 SEC - SECTION
 TWP - TOWNSHIP

THIS IS NOT A SURVEY		DATE: 5 AUG 96	PROJECT: FLORIDA GULF COAST UNIVERSITY UTILITY EASEMENT NO. 7
JOB NO:	FILENAME: FU_UE7.DGN		
SCALE: 1" = 50'	REV:		
DRAWN: MDH	REV:		
CHECKED: RLW	REV:		
SHEET 22 OF 25		REV:	 POST BUCKLEY SCHMID & JERNIGAN, INC. 6326 PRESIDENTIAL COURT FORT MYERS, FLORIDA 33919 (941) 682-1211 FLORIDA LICENSED P. ENG'G. NO. 1074

SEC 13, 14, 23 & 24, TWP 46 S, RGE 25 E
LEE COUNTY, FLORIDA



SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS SKETCH IS NOT A RECORD DRAWING. WHILE THE EASEMENT HAS BEEN PREPARED BASED ON FIELD DATA THE DRAFTING SYMBOLS USED TO REPRESENT THE UTILITIES ON THIS SKETCH HAVE BEEN INCLUDED FOR CLARITY ONLY AND, DUE TO THE SCALE OF THE DRAWING, MAY NOT BE DEPICTED HEREON IN THEIR TRUE RELATIONSHIP TO THE EASEMENT LINE.

SURVEYOR'S CERTIFICATION

WE HEREBY CERTIFY TO THE BEST OF KNOWLEDGE AND BELIEF THAT THIS SKETCH IS TRUE AND CORRECT REPRESENTATION OF THE PROPERTY DESCRIBED ON SHEETS 1 THRU 9 OF ATTACHED HERETO. WE FURTHER CERTIFY THAT THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 6101, FLORIDA ADMINISTRATIVE CODE.

POST, BUCKLEY, SCHUM & JERNIGAN, I

Richard L. McCarrick
RICHARD L. MCCARRICK
 PROFESSIONAL SURVEYOR AND MAPPER IN
 LS3875
 STATE OF FLORIDA

LEGEND

- P. O. B. : POINT OF BEGINNING
- P. O. C. : POINT OF COMMENCEMENT
- OR : OFFICIAL RECORD BODY/P
- RGE : RANGE
- SEC : SECTION
- TWP : TOWNSHIP

SEE SHEET 24 OF 25

- C7**
 R=968.71'
 Δ=36°14'24"
 L=612.72'
 C=602.55'
 CB=S10°34'35"W
- C8**
 R=980.71'
 Δ=49°55'20"
 L=854.50'
 C=827.73'
 CB=N17°25'03"E
- C9**
 R=968.71'
 Δ=12°58'21"
 L=219.33'
 C=218.86'
 CB=S35°53'33"W

THIS IS NOT A SURVEY		DATE: 5 AUG 98	PROJECT: FLORIDA GULF COAST UNIVERSITY UTILITY EASEMENT NO. 8
JOB NO:	FILENAME: FU_UE8A.DGN		
SCALE: 1" = 50'	REV:		
DRAWN: MWN	REV:		
CHECKED: RLW	REV:		
SHEET 23 OF 25		REV:	



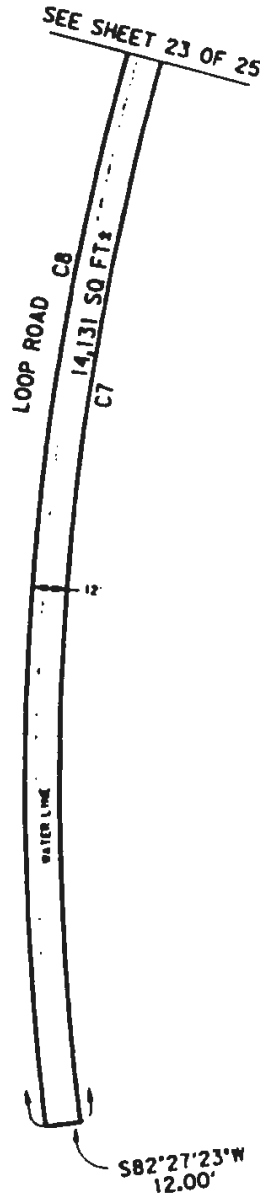
POST BUCKLEY SCHUM & JERNIGAN, INC.
 4326 PRESIDENTIAL CIRCUIT
 FORT MIERS, FLORIDA 33919
 (888) 482-7777
 FLORIDA LICENSED SURVEYOR NO. 12174

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

THIS SKETCH IS NOT A RECORD DRAWING. WHILE THE EASEMENT HAS BEEN PREPARED BASED ON FIELD DATA THE DRAFTING SYMBOLS USED TO REPRESENT THE UTILITIES ON THIS SKETCH HAVE BEEN INCLUDED FOR CLARITY ONLY AND, DUE TO THE SCALE OF THE DRAWING, MAY NOT BE DEPICTED HEREON IN THEIR TRUE RELATIONSHIP TO THE EASEMENT LINE.

C7
R=968.71'
Δ=36°14'24"
L=612.72'
C=602.55'
CB=S10°34'35"W

C8
R=980.71'
Δ=49°55'20"
L=854.50'
C=827.73'
CB=N17°25'03"E



SURVEYOR'S CERTIFICATION

WE HEREBY CERTIFY TO THE BEST OF KNOWLEDGE AND BELIEF THAT THIS SKETCH IS TRUE AND CORRECT REPRESENTATION OF THE PROPERTY DESCRIBED ON SHEETS 1 THRU 9 OF ATTACHED HERETO. WE FURTHER CERTIFY THIS SKETCH WAS PREPARED IN ACCORDANCE APPLICABLE PROVISIONS OF CHAPTER 61011 FLORIDA ADMINISTRATIVE CODE.

POST, BUCKLEY, SCHUM & JERNIGAN, I

Richard L. McCarrick
RICHARD L. MCCARRICK
PROFESSIONAL SURVEYOR AND MAPPER N
L83875
STATE OF FLORIDA

LEGEND

- P.B.B. - POINT OF BEGINNING
- P.D.C. - POINT OF COMMENCEMENT
- OR - OFFICIAL RECORD BOOK #P
- RGE - RANGE
- SEC - SECTION
- TWP - TOWNSHIP

THIS IS NOT A SURVEY		DATE: 3 AUG 06	PROJECT:
JOB NO:	FILENAME: FU_UE08.DGN		FLORIDA GULF COAST UNIVERSITY UTILITY EASEMENT NO. 8
SCALE: 1" = 50'	REV:		
DRAWN: MDH	REV:		
CHECKED: RLM	REV:		
SHEET 24 OF 25	REV:		

POST BUCKLEY SCHUM & JERNIGAN, INC.
6370 PRESIDENTIAL COURT
FORT MYERS, FLORIDA 33919
(941) 487-1775
FLORIDA LICENSED SURVEYOR NO. 183875

SEC 13, 14, 23 & 24, TWP 46 S, RGE 25 E
LEE COUNTY, FLORIDA

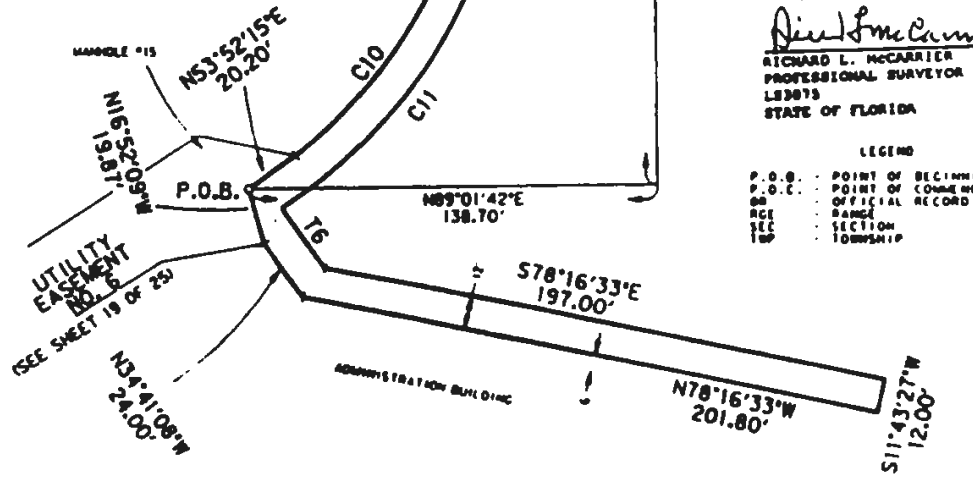
SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

THIS SKETCH IS NOT A RECORD DRAWING. WHILE THE EASEMENT HAS BEEN PREPARED BASED ON FIELD DATA THE DRAFTING SYMBOLS USED TO REPRESENT THE UTILITIES ON THIS SKETCH HAVE BEEN INCLUDED FOR CLARITY ONLY AND, DUE TO THE SCALE OF THE DRAWING, MAY NOT BE DEPICTED HEREON IN THEIR TRUE RELATIONSHIP TO THE EASEMENT LINE.

C10
R=166.00'
Δ=28°20'11"
L=82.10'
C=81.26'
CB=N36°12'55"E

C11
R=178.00'
Δ=33°16'03"
L=103.35'
C=101.91'
CB=S38°40'51"W

COURSE	BEARING	DISTANCE
T4	S24°03'40"W	18.05'
T5	S67°21'36"W	28.68'
T6	S34°41'08"E	26.01'



SURVEYOR'S CERTIFICATION
WE HEREBY CERTIFY TO THE BEST OF OUR KNOWLEDGE AND BELIEF THAT THIS SKETCH IS TRUE AND CORRECT REPRESENTATION OF THE PROPERTY DESCRIBED ON SHEETS 1 THRU 9 OF ATTACHED HERETO. WE FURTHER CERTIFY THAT THIS SKETCH WAS PREPARED IN ACCORDANCE WITH APPLICABLE PROVISIONS OF CHAPTER 61G17 FLORIDA ADMINISTRATIVE CODE.

POST, BUCKLEY, SCHUH & JERNIGAN, I
Richard L. McCarrier
RICHARD L. MCCARRIER
PROFESSIONAL SURVEYOR AND MAPPER
L83875
STATE OF FLORIDA

LEGEND
P.O.B. : POINT OF BEGINNING
P.O.C. : POINT OF COMMENCEMENT
OB : OFFICIAL RECORD BOOK/PAGE
RGE : RANGE
SEC : SECTION
TWP : TOWNSHIP

THIS IS NOT A SURVEY	DATE: 5 AUG 96	PROJECT:
JOB NO.	FILENAME: FU_UET9.DC	FLORIDA GULF COAST UNIVERSITY UTILITY EASEMENT NO. 9
SCALE: 1" = 50'	REV:	
DRAWN: MCH	REV:	
CHECKED: RLW	REV:	
SHEET 25 OF 25	REV:	

POST, BUCKLEY, SCHUH & JERNIGAN, INC.
6326 PRESIDENTIAL COURT
FORT MYERS, FLORIDA 33919
(941) 482-1215
FLORIDA LICENSED SURVEYOR NO. 12714

DESCRIPTION OF A PROPOSED UTILITY EASEMENT

A 12' WIDE UTILITY EASEMENT OVER, UNDER AND ACROSS ALL THAT PART OF SECTION 23, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, LYING 6' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 14, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA;

THENCE NORTH 88°41'31" WEST 354.67 FEET;

THENCE SOUTH 14°12'35" EAST 1348.50 FEET;

THENCE NORTH 88°27'56" EAST 1036.61 FEET TO AN INTERSECTION WITH THE CENTERLINE OF TREELINE AVENUE;

THENCE SOUTH 3°31'24" EAST ALONG SAID CENTERLINE A DISTANCE OF 585.63 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1925.00 FEET;

THENCE SOUTHERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID CENTERLINE THROUGH A CENTRAL ANGLE OF 20°33'03" AN ARC DISTANCE OF 690.46;

THENCE SOUTH 24°04'27" EAST ALONG SAID CENTERLINE A DISTANCE OF 940.87 FEET;

THENCE LEAVING SAID CENTERLINE NORTH 65°55'33" EAST A DISTANCE OF 75.00 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF TREELINE AVENUE;

THENCE SOUTH 24°04'27" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 127.88 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE HEREIN BEING DESCRIBED;

THENCE LEAVING SAID RIGHT-OF-WAY LINE NORTH 01°34'27" WEST A DISTANCE OF 4.43 FEET;

THENCE NORTH 20°55'33" EAST A DISTANCE OF 16.68 FEET;

THENCE NORTH 65°55'33" EAST A DISTANCE OF 7.19 FEET TO POINT "A";

THENCE CONTINUE NORTH 65°55'33" EAST A DISTANCE OF 279.06 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1587.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°08'30" AN ARC DISTANCE OF 308.61 FEET TO POINT "B"; THENCE CONTINUE EASTERLY ALONG THE ARC OF SAID CURVE

THROUGH A CENTRAL ANGLE OF 2°40'50" AN ARC DISTANCE OF 74.25 FEET;

THENCE NORTH 52°06'12" EAST A DISTANCE OF 69.96 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1473.00 FEET;

THENCE NORTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE

THROUGH A CENTRAL ANGLE OF 23°39'06" AN ARC DISTANCE OF 608.05 FEET TO POINT "C";

THENCE CONTINUE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0°07'56" AN ARC DISTANCE OF 3.40 FEET TO POINT "D";

THENCE CONTINUE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°52'11" AN ARC DISTANCE OF 459.41 FEET TO THE BEGINNING OF REVERSE CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1587.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°25'31" AN ARC DISTANCE OF 510.35 FEET;

THENCE NORTH 75°36'45" EAST A DISTANCE OF 15.32 FEET TO POINT "E";
THENCE SOUTH 18°10'50" EAST A DISTANCE OF 22.99 FEET;
THENCE SOUTH 63°23'03" EAST A DISTANCE OF 28.17 FEET;
THENCE SOUTH 21°03'14" EAST A DISTANCE OF 41.00 FEET TO POINT "F";
THENCE SOUTH 21°58'24" EAST A DISTANCE OF 9.00 FEET TO A POINT OF TERMINUS;

AND

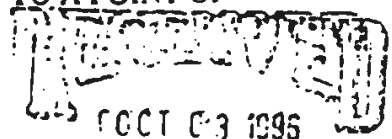
BEGINNING AT THE AFOREMENTIONED POINT "C";
THENCE NORTH 13°23'37" WEST A DISTANCE OF 142.53 FEET TO A POINT OF TERMINUS;

AND

BEGINNING AT THE AFOREMENTIONED POINT "D";
THENCE SOUTH 13°23'37" EAST A DISTANCE OF 44.82 FEET TO A POINT OF TERMINUS;

AND

BEGINNING AT THE AFOREMENTIONED POINT "E";
THENCE NORTH 16°01'13" WEST A DISTANCE OF 55.28 FEET;
THENCE NORTH 12°58'07" WEST A DISTANCE OF 55.28 FEET;
THENCE NORTH 10°45'56" WEST A DISTANCE OF 24.54 FEET;
THENCE NORTH 26°36'57" EAST A DISTANCE OF 33.32 FEET;
THENCE NORTH 7°05'04" WEST A DISTANCE OF 58.38 FEET TO A POINT OF TERMINUS;



AND

BEGINNING AT THE AFOREMENTIONED POINT "F"; THENCE NORTH 67°53'50" EAST A DISTANCE OF 16.77 FEET TO A POINT OF TERMINUS;

AND

A 17 FOOT WIDE UTILITY EASEMENT LYING 8.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;
BEGINNING AT THE AFOREMENTIONED POINT "A";
THENCE NORTH 24°04'27" WEST A DISTANCE OF 129.50 FEET;
THENCE NORTH 69°04'27" WEST A DISTANCE OF 29.24 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF TREELINE AVENUE AND THE POINT OF TERMINUS;

AND

A UTILITY EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE AFOREMENTIONED POINT "B";
THENCE SOUTH 35°03'58" EAST A DISTANCE OF 48.05 FEET;
THENCE NORTH 54°56'02" EAST A DISTANCE OF 34.00 FEET;
THENCE NORTH 35°03'58" WEST A DISTANCE OF 48.51 FEET;
THENCE SOUTH 54°10'15" WEST A DISTANCE OF 34.00 FEET TO THE POINT BEGINNING OF THE EASEMENT HEREIN DESCRIBED;

CONTAINING 0.875 OF AN ACRE OF LAND MORE OR LESS;
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

AGNOLI, BARBER & BRUNDAGE, INC.
PROFESSIONAL ENGINEERS, PLANNERS AND LAND SURVEYORS

BY 
CHARLES J. DUNBAR, P.S.M. NO. 4096

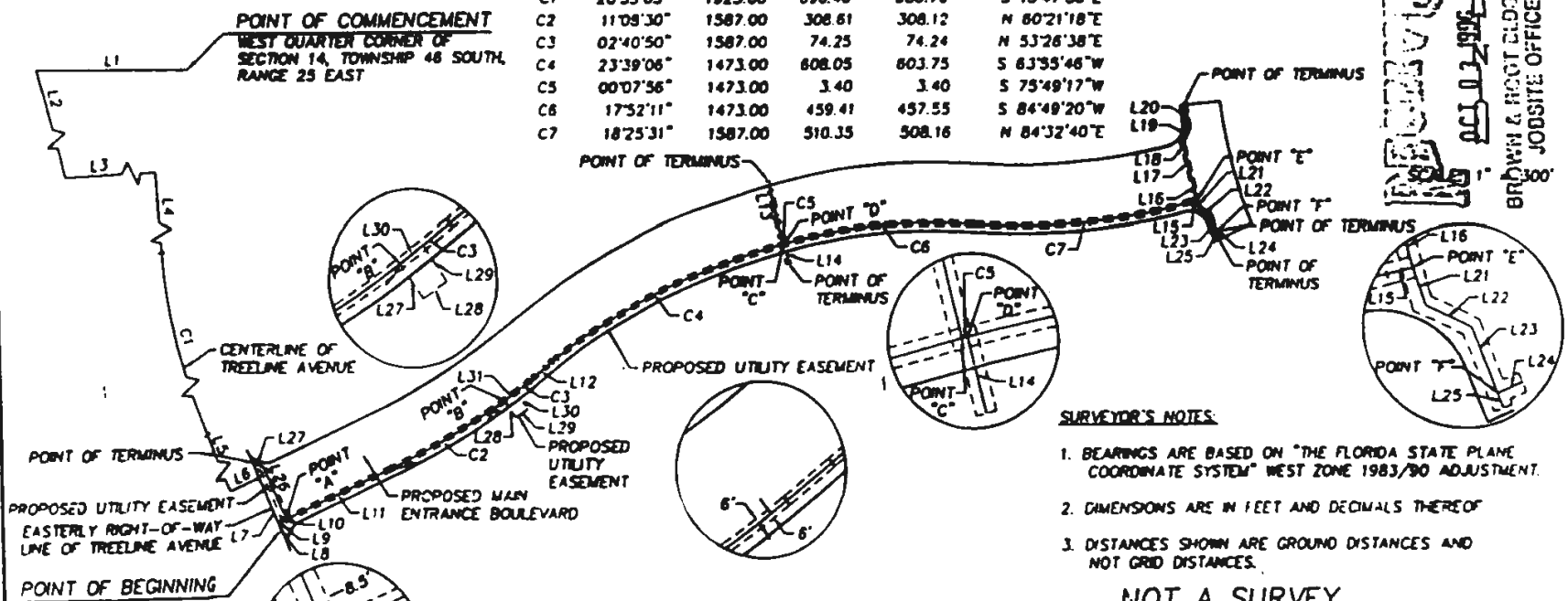
REF: ABB DWG. FILE NO. 5663

CJD/GWH:z
08-279K6.DES

RECEIVED
OCT 03 1995
BROWN & POT FLDG. CO.
SUCRETE OFFICE

CURVE DATA

	DELTA	RADIUS	ARC	CHORD	CHORD BEARING
C1	20°33'03"	1925.00	690.48	686.76	S 13°47'56"E
C2	11°09'30"	1587.00	308.81	308.12	N 80°21'18"E
C3	02°40'50"	1587.00	74.25	74.24	N 53°26'38"E
C4	23°39'06"	1473.00	608.05	603.75	S 83°55'46"W
C5	00°07'56"	1473.00	3.40	3.40	S 75°49'17"W
C6	17°52'11"	1473.00	459.41	457.55	S 84°49'20"W
C7	18°25'31"	1587.00	510.35	508.16	N 84°32'40"E



AUG 12 1988
 BROWN & ROOT BLDG. CO.
 JOBSITE OFFICE

LINE DATA

L1	N 88°41'31"W	354.67
L2	S 14°12'35"E	1348.50
L3	N 88°27'56"E	1038.61
L4	S 03°31'24"E	585.63
L5	S 24°04'27"E	940.87
L6	N 85°55'33"E	75.00
L7	S 24°04'27"E	127.88
L8	N 01°34'27"W	4.43
L9	N 20°55'33"E	15.68
L10	N 65°55'33"E	7.19
L11	N 65°55'11"E	279.06

LINE DATA

L12	N 52°06'12"E	69.96
L13	N 13°23'37"W	142.53
L14	S 13°23'37"E	44.82
L15	N 75°36'45"E	15.32
L16	N 16°01'13"W	55.28
L17	N 12°58'07"W	55.28
L18	N 10°45'56"W	24.54
L19	N 26°36'57"E	33.32
L20	N 07°05'04"W	58.38
L21	S 18°10'50"E	22.99

LINE DATA

L22	S 63°23'03"E	28.17
L23	S 21°03'14"E	41.00
L24	N 67°53'50"E	16.77
L25	S 21°58'24"E	9.00
L26	N 24°04'27"W	129.50
L27	N 69°04'27"W	29.24
L28	S 35°03'58"E	48.05
L29	N 54°56'02"E	34.00
L30	N 35°03'58"W	48.51
L31	S 54°10'15"W	34.00

SURVEYOR'S NOTES:

1. BEARINGS ARE BASED ON "THE FLORIDA STATE PLANE COORDINATE SYSTEM" WEST ZONE 1983/90 ADJUSTMENT.
2. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF
3. DISTANCES SHOWN ARE GROUND DISTANCES AND NOT GRID DISTANCES.

NOT A SURVEY

for:	FLORIDA GULF COAST UNIVERSITY		design:
title:	SKETCH AND DESCRIPTION OF A PROPOSED UTILITY EASEMENT ACROSS SECTION 25, TOWNSHIP 48 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA		dra. n: checked GFB acad # 5883-SD2 view: LDOTS project # 6794S sheet # 1 of 1
AGNOLI BARBER & BRUNDAGE, INC. Professional engineers, planners, & land surveyors Lee County: Suite 101, 1628 Broadway Street, Fort Myers, FL 33901 (941)389-3111 Collier County: Suite 101, 1628 Broadway Street, North Naples, FL 33943 (941)389-3111		BE: PG: date: AUG. 6, 1988 scale: 1" = 300' cogo #	

Table 9-2
YEAR 1 POTABLE WATER PROJECTIONS
 1997 - 1998

Yearly Flow

250 days x (1,000 FTE students + 254 staff) x 20 GPD	=	6,270,000	Gal.	(S/F/S/V)
115 days x 63 FTE students + staff x 15 GPD	=	108,675	Gal.	(S/F/S/V)
8 months x 35,040 GPD x 20 days/month	=	5,606,400	Gal.	(Chiller)
8 months x 17,520 GPD x 10 days/month	=	1,401,600	Gal.	(Chiller)
4 months x 17,520 GPD x 20 days/month	=	1,401,600	Gal.	(Chiller)
4 months x 7,008 GPD x 10 days/month	=	<u>280,320</u>	Gal.	(Chiller)
		15,068,595	Gal.	

Peak Daily Flow (Spring/Fall w/100% S/F/S/V)

35,040 GPD + 1,254 x 20 GPD x 1.5 = 72,660 Gal.

Peak Flow Rate Using a peaking factor

58.4 GPM + 1,254 x 20 GPD x 3 x 1.5
1440 = 136.8 GPM

Fire Flow

= 2,500 GPM

Average Daily Flow

35,040 GPD + 1,254 x 20 GPD = 60,120 GPD

DRAFT DATE: August, 1994
ISSUE DATE: September, 1994

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Table 9-3
YEAR 3 POTABLE WATER PROJECTIONS
 1999 - 2000

Yearly Flow

250 days x (1,898 FTE students + 265 staff) x 20 GPD	=	10,815,000	Gal	(S/F/S/V)
115 days x 108 FTE students + staff x 15 GPD	=	186,300	Gal.	(S/F/S/V)
8 months x 52,680 GPD x 20 days/month	=	8,428,800	Gal.	(Chiller)
8 months x 26,340 GPD x 10 days/month	=	2,107,200	Gal.	(Chiller)
4 months x 26,340 GPD x 20 days/month	=	2,107,200	Gal.	(Chiller)
4 months x 10,536 GPD x 10 days/month	=	<u>421,440</u>	Gal.	(Chiller)
		24,065,940	Gal.	
<u>Peak Daily Flow (Spring/Fall w/100% S/F/S/V/Δ)</u>				
52,680 GPD + 2,163 x 20 GPD x 1.5	=	117,570	Gal.	
<u>Peak Flow Rate Using a peaking factor</u>				
87.8 GPM + $\frac{2,163 \times 20 \text{ GPD} \times 3 \times 1.5}{1440}$ GPM	=	3.0		
			=	223 GPM
<u>Fire Flow</u>	=	2,500	GPM	
<u>Average Daily Flow</u>	=	95,940	GPD	
52,680 GPD + 2,163 x 20 GPD				

DRAFT DATE: August, 1994
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Table 9-4
YEAR 5 POTABLE WATER PROJECTIONS
2001 - 2002

Yearly Flow

250 days x (2,956 FTE students + 281 staff) x 25 GPD	=	20,231,250	Gal	(S/F/S/V)
115 days x 162 FTE students + staff x 20 GPD	=	372,600	Gal.	(S/F/S/V)
8 months x 69,600 GPD x 20 days/month	=	11,136,000	Gal.	(Chiller)
8 months x 34,800 GPD x 10 days/month	=	2,784,000	Gal.	(Chiller)
4 months x 34,800 GPD x 20 days/month	=	2,784,000	Gal.	(Chiller)
4 months x 13,920 GPD x 10 days/month	=	<u>556,800</u>	Gal.	(Chiller)
		37,864,650	Gal.	

Peak Daily Flow (Spring/Fall w/100% S/F/S/V)

69,600 GPD + 3,237 x 25 GPD x 1.5 = 190,988 Gal.

Peak Flow Rate Using a peaking factor

116 GPM + $\frac{3,237 \times 25 \text{ GPD} \times 3 \times 1.5}{1440}$ = 369 GPM

Fire Flow

= 2,500 GPM

Average Daily Flow

69,600 GPD + 3,237 x 25 GPD = 150,525 GPD8

DRAFT DATE: August, 1994
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Table 9-5
YEAR 10 POTABLE WATER PROJECTIONS
 2006 - 2007

Yearly Flow

250 days x (4,500 FTE students + 370 staff) x 25 GPD	=	30,437,500	Gal	(S/F/S/V)
115 days x 244 FTE students + staff x 20 GPD	=	561,200	Gal.	(S/F/S/V)
8 months x 118,440 GPD x 20 days/month	=	18,950,400	Gal.	(Chiller)
8 months x 59,220 GPD x 10 days/month	=	4,737,600	Gal.	(Chiller)
4 months x 59,220 GPD x 20 days/month	=	4,737,600	Gal.	(Chiller)
4 months x 23,688 GPD x 10 days/month	=	<u>947,520</u>	Gal.	(Chiller)
		60,371,820	Gal.	

Peak Daily Flow (Spring/Fall w/100% S/F/S/V/)

118,440 GPD + 4,870 x 25 GPD x 1.5 = 301,065 Gal.

Peak Flow Rate Using a peaking factor = 3.0
 197.4 GPM + 4,870 x 25 GPD x 3 x 1.5 = 578 GPM
 1440

Fire Flow = 2,500 GPM

Average Daily Flow

118,440 GPD + 4,870 x 25 GPD = 240,190 GPD

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Table 9-6
YEAR 25 POTABLE WATER PROJECTIONS
 2021 - 2022

Yearly Flow

250 days x (9,000 FTE students + 795 staff) x 25 GPD	=	61,218,750	Gal	(S/F/S/V)
115 days x 490 FTE students + staff x 20 GPD	=	1,127,000	Gal	(S/F/S/V)
8 months x 239,760 GPD x 20 days/month	=	38,361,600	Gal	(Chiller)
8 months x 119,880 GPD x 10 days/month	=	9,590,400	Gal	(Chiller)
4 months x 119,880 GPD x 20 days/month	=	9,590,400	Gal	(Chiller)
4 months x 47,952 GPD x 10 days/month	=	<u>1,918,080</u>	Gal	(Chiller)
		121,806,230	Gal	

Peak Daily Flow (Spring/Fall w/100% S/F/S/V)

239,760 GPD + 9,795 x 25 GPD x 1.5 = 607,073 Gal

Peak Flow Rate Using a peaking factor

399.6 GPM + $\frac{9,795 \times 25 \text{ GPD} \times 3 \times 1.5}{1440}$ = 1,164.5 GPM

Fire Flow = 2,500 GPM

Average Daily Flow

239,760 GPD + 9,795 x 25 GPD = 484,635 GPD

DRAFT DATE: August, 1994
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Table 9-8
YEAR 1 SEWER PROJECTIONS
 1997 - 1998

<u>Yearly Flow</u>			
250 days x (1,000 FTE students + 254 staff) x 20 GPD	=	6,270,000 Gal.	(S/F/S/V)
115 days x 63 FTE students + staff x 15 GPD	=	108,675 Gal.	(S/F/S/V)
8 months x 14,640 GPD x 20 days/month	=	2,342,400 Gal.	(Chiller Blowdown)
8 months x 7,320 GPD x 10 days/month	=	585,600 Gal.	(Chiller Blowdown)
4 months x 7,320 GPD x 20 days/month	=	585,600 Gal.	(Chiller Blowdown)
4 months x 2,928 GPD x 10 days/month	=	<u>117,120</u> Gal.	(Chiller Blowdown)
		10,009,395 Gal.	
<u>Peak Daily Flow (Spring/Fall w/100% S/F/S/V/)</u>			
14,640 GPD + 1,254 x 20 GPD x 1.5	=	52,260 Gal.	
<u>Peak Flow Rate Using a peaking factor</u>			
24.4 GPM + <u>1,254 x 20 GPD x 3 x 1.5</u>	=	3.0	
1440	=	102.8 GPM	
<u>Average Daily Flow</u>			
14,640 GPD + 1,254 x 20 GPD	=	39,720 GPD	

Note: 1. Student enrollment figures are based on updated projections of May 19, 1994.

2. Flow rates are based on Chapter 6A-2.070 Florida Administrative Code, without Gymnasium.

DRAFT DATE: August 1994
ISSUE DATE: September 1994

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Table 9-9
YEAR 3 SEWER PROJECTIONS
 1999 - 2000

Yearly Flow

250 days x (1,898 FTE students + 265 staff) x 20 GPD	=	10,815,000	Gal.	(S/F/S/V)
115 days x 108 FTE students + staff x 15 GPD	=	186,300	Gal.	(S/F/S/V)
8 months x 21,960 GPD x 20 days/month	=	3,513,600	Gal.	(Chiller Blowdown)
8 months x 10,980 GPD x 10 days/month	=	878,400	Gal.	(Chiller Blowdown)
4 months x 10,980 GPD x 20 days/month	=	878,400	Gal.	(Chiller Blowdown)
4 months x 4,392 GPD x 10 days/month	=	<u>175,680</u>	Gal.	(Chiller Blowdown)
		16,447,380	Gal.	

Peak Daily Flow (Spring/Fall w/100% S/F/S/V/Δ)

21,960 GPD + 2,163 x 20 GPD x 1.5 = 86,850 Gal.

Peak Flow Rate Using a peaking factor = 3.0
 36.6 GPM + $\frac{2,163 \times 20 \text{ GPD} \times 3 \times 1.5}{1440}$ GPM = 171.8 GPM

Average Daily Flow

21,960 GPD + 2,163 x 20 GPD = 65,220 GPD

- Note: 1. Student enrollment figures are based on updated projections of May 19, 1994.
 2. Flow rates are based on Chapter 6A-2.070 Florida Administrative Code, without Gymnasium.

DRAFT DATE: August, 1994
ISSUE DATE: September, 1994

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Table 9-10
YEAR 5 SEWER PROJECTIONS
2001 - 2002

Yearly Flow

250 days x (2,956 FTE students + 281 staff) x 25 GPD	=	20,231,250	Gal.	(S/F/S/V)
115 days x 162 FTE students + staff x 20 GPD	=	372,600	Gal.	(S/F/S/V)
8 months x 29,010 GPD x 20 days/month	=	4,641,600	Gal.	(Chiller Blowdown)
8 months x 14,505 GPD x 10 days/month	=	1,160,400	Gal.	(Chiller Blowdown)
4 months x 14,505 GPD x 20 days/month	=	1,160,400	Gal.	(Chiller Blowdown)
4 months x 5,802 GPD x 10 days/month	=	<u>232,080</u>	Gal.	(Chiller Blowdown)
		27,798,330	Gal.	
<u>Peak Daily Flow (Spring/Fall w/100% S/F/S/V)</u>				
29,010 GPD + 3,237 x 20 GPD x 1.5	=	150,398	Gal.	
<u>Peak Flow Rate Using a peaking factor</u>				
48.4 GPM + $\frac{3,237 \times 20 \text{ GPD} \times 3 \times 1.5}{1440}$	=	301.3	GPM	
<u>Average Daily Flow</u>				
29,010 GPD + 3,237 x 20 GPD	=	109,935	GPD	

- Note: 1. Student enrollment figures are based on updated projections of May 19, 1994.
2. Flow rates are based on Chapter 6A-2.070 Florida Administrative Code, with Gymnasium.

DRAFT DATE: August, 1994
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Table 9-11
YEAR 10 SEWER PROJECTIONS
 2006 - 2007

<u>Yearly Flow</u>	
250 days x (4,500 FTE students + 370 staff) x 25 GPD	= 30,437,500 Gal (S/F/S/V)
115 days x 244 FTE students + staff x 20 GPD	= 561,200 Gal (S/F/S/V)
8 months x 49,380 GPD x 20 days/month	= 7,900,800 Gal (Chiller Blowdown)
8 months x 24,690 GPD x 10 days/month	= 1,975,200 Gal (Chiller Blowdown)
4 months x 24,690 GPD x 20 days/month	= 1,975,200 Gal (Chiller Blowdown)
4 months x 9,876 GPD x 10 days/month	= <u>395,040</u> Gal (Chiller Blowdown)
	43,244,940 Gal
<u>Peak Daily Flow (Spring/Fall w/100% S/R/S/V/D)</u>	
49,380 GPD + 4,870 x 25 GPD x 1.5	= 232,005 Gal
<u>Peak Flow Rate Using a peaking factor</u>	= 3.0
82.3 GPM + $\frac{4,870 \times 25 \text{ GPD} \times 3 \times 1.5}{1440}$	= 462.8 GPM
<u>Average Daily Flow</u>	= 171,130 GPD

- Note: 1. Student enrollment figures are based on updated projections of May 19, 1994.
2. Flow rates are based on Chapter 6A-2.070 Florida Administrative Code, with Gymnasium.

DRAFT DATE: August, 1994
ISSUE DATE: September, 1994

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Table 9-12
YEAR 25 SEWER PROJECTIONS
 2021 - 2022

Yearly Flow

250 days x (9,000 FTE students + 795 staff) x 25 GPD	=	61,218,750	Gal	(S/F/S/V)
115 days x 490 FTE students + staff x 20 GPD	=	1,127,000	Gal	(S/F/S/V)
8 months x 99,900 GPD x 20 days/month	=	15,984,000	Gal	(Chiller)
8 months x 49,950 GPD x 10 days/month	=	3,996,000	Gal	(Chiller)
4 months x 49,950 GPD x 20 days/month	=	3,996,000	Gal	(Chiller)
4 months x 19,980 GPD x 10 days/month	=	<u>799,200</u> 87,120,950	Gal Gal	(Chiller)

Peak Daily Flow (Spring/Fall w/100% S/F/S/V)

99,900 GPD + 9,795 x 25 GPD x 1.5 = 467,213 Gal

Peak Flow Rate Using a peaking factor = 3.0
 $166.5 \text{ GPM} + \frac{9,795 \times 25 \text{ GPD} \times 3 \times 1.5}{1440}$ = 931.7 GPM

Average Daily Flow

99,900 GPD + 9,795 x 25 GPD = 344,775 GPD

Note: 1. Student enrollment figures are based on updated projections of May 19, 1994.

2. Flow rates are based on Chapter 6A-2.070 Florida Administrative Code, with Gymnasium.

DRAFT DATE: August, 1994
ISSUE DATE: September, 1994

Florida Gulf Coast University
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ADOPTED DATE:
REVISION DATE:

ACORD CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YY) 10/18/96

PRODUCER
HESTON-FIELDING & ASSOCIATES, INC.
 P.O. BOX 10579
 JACKSONVILLE FL 32247-0579
 904-398-2301

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
GULF UTILITY CO., INC. & CALOOSA GROUP, INC.
 19910 S. TAMIAKI TRAIL
 ESTERO FL 33928-8350
 941-498-1000

COMPANIES AFFORDING COVERAGE

COMPANY A HARTFORD INSURANCE COMPANY OF THE SOUTHEAST

COMPANY B HARTFORD CASUALTY INSURANCE COMPANY

COMPANY C RISCORP INSURANCE COMPANY

COMPANY D

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CD LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS' & CONTRACTORS' PROT	21 MUN LC3228	12/31/95	12/31/96	GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 300,000 MED EXP (Any one person) \$ 10,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	21 MUN LC3276	12/31/95	12/31/96	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: \$ EACH ACCIDENT \$ AGGREGATE \$
B	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	21 RWU LB9922	12/31/95	12/31/96	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 SIR \$ 10,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> THE PROPRIETOR/PARTNER/EXECUTIVE OFFICERS ARE INCL <input type="checkbox"/> OTHER ENCL	16828	11/10/95	12/31/96	EL EACH ACCIDENT \$ 500,000 EL DISEASE - POLICY LIMIT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 M/A OF CERTIFICATE HOLDER: FLORIDA GULF COAST UNIVERSITY
 1795 S. TAMIAKI TRAIL, SUITE 200
 FT. MYERS, FL 33909-4600

CERTIFICATE HOLDER
 THE BOARD OF REGENTS OF THE DIVISION OF
 OF UNIVERSITIES OF THE
 DEPARTMENT OF EDUCATION

ENDORSEMENT
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Raise D. Fielding

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA

EASEMENT

Easement No. _____

THIS EASEMENT, made and entered into this _____ day of _____ 199____, between THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, acting pursuant to its authority set forth in Section 253.03, Florida Statutes, hereinafter referred to as "GRANTOR," and Gulf Utility Company, a Florida corporation, whose address is 19910 South Tamiami Trail, Estero, Florida 33928, its successors and assigns, hereinafter referred to as "GRANTEE."

WHEREAS, GRANTOR is the owner of the hereinafter described real property, which is managed by the Board of Regents of the Division of Universities of the Department of Education, a body corporate created pursuant to the laws of the State of Florida (the "Board of Regents"), under Lease No. 4051;

WHEREAS, GRANTEE desires an easement across the hereinafter described real property for the safe and efficient development, construction, reconstruction, ownership, repair, replacement, maintenance, expansion and operation of a water distribution and sewer collection utility service, including collection and disposal facilities, transmission mains, pipes, fixtures, machinery and equipment and related and appurtenant improvements for the purpose of furnishing such utility service to property, properties, persons, corporations or other entities within or beyond the boundaries of the hereinafter described real property; and

WHEREAS, the managing agency has agreed to the proposed use of this land under this instrument.

NOW THEREFORE, GRANTOR, for good and valuable consideration and mutual covenants and agreements hereinafter contained, has granted, and by these presents does grant, a non-exclusive and unobstructed easement unto GRANTEE is, under, upon, over and across the following described real property in Lee County, Florida, together with the right to GRANTEE, its successors and assigns, of ingress and egress, to and over said real property, and for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted, including the right of removing at any time any and all of said improvements upon, over, under or in said real property, together also with the rights and easements, privileges and appurtenances in and to said land which may be required for the enjoyment of the rights herein granted, to wit:

(See Exhibit "A" attached)

subject to the following terms and conditions:

1. DELEGATIONS OF AUTHORITY: GRANTOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, Department of Environmental Protection.
2. TITLE DISCLAIMER: GRANTOR does not warrant or guarantee any title, right or interest in or to the property described in Exhibit "A" attached hereto.
3. TERM: The term of this easement shall be for so long as the easement area is used for water and wastewater utility purposes as described in Paragraph 4 hereof, unless sooner terminated pursuant to the provisions of this easement.
4. USE OF PROPERTY AND UNDUPLICATE WASTE: This easement shall be limited to the safe and efficient development, construction,

reconstruction, ownership, repair, replacement, maintenance, expansion and operation of a water distribution and sewer collection utility service, including collection and disposal facilities, transmission mains, pipes, fixtures, machinery and equipment and related and appurtenant improvements, for the purpose of furnishing such utility service to property, properties, persons, corporations or other entities as GRANTEE shall determine (including properties outside the boundaries of the property managed by the Board of Regents under the aforementioned Lease), in, under, upon, over and across the real property described in Exhibit "A" during the term of this easement, together with the right to GRANTEE, its successors and assigns, of ingress and egress, to and over said real property, and for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted, including the right of removing at any time any and all of said improvements upon, over, under or in said real property, together also with the rights and easements, privileges and appurtenances in and to said land which may be required for the enjoyment of the rights herein granted. This easement shall be non-exclusive and unobstructed. GRANTOR retains the right to engage in any activities on, over, below or across the easement area which do not unreasonably interfere with GRANTEE'S exercise of this easement and further retains the right to grant compatible uses to third parties (but not other water and sewer utility providers) during the term of this easement. GRANTOR agrees that it will not take any action (including, but not limited to, the construction by GRANTOR of any building on the easement area), or to grant to third parties the right to take any action, that would unreasonably interfere with GRANTEE'S exercise of its rights under this easement.

In connection with the exercise of its rights pursuant to this Easement, GRANTEE shall be liable for any damage or injury caused as a result of GRANTEE'S negligence. Notwithstanding the preceding sentence, GRANTEE shall be liable for (without regard to fault) and shall repair any road, drive or right-of-way located within the easement areas described in Exhibit "A" which may be damaged as a result of the exercise of GRANTEE'S rights therein.

GRANTEE shall dispose of, to the satisfaction of GRANTOR, all brush and refuse resulting from the clearing of the land for the uses authorized hereunder. If timber is removed in connection with clearing the easement area, and Grantee receives any proceeds from the sale of any such timber, then the net proceeds from such sale shall accrue to Grantor. GRANTEE shall comply with all applicable permits regarding the control of soil erosion and degradation of the real property described in Exhibit "A" during the term of this easement. Grantee shall comply with all applicable permits in connection with the removal of water from any source on the easement area, including, but not limited to, a watercourse, reservoir, spring or well. In connection with Grantee's development, construction, repair, maintenance or replacement of its utility facilities, GRANTEE shall clear, remove and pick up all debris including, but not limited to, containers, papers, discarded tools and trash foreign to the work locations and dispose of the same in a satisfactory manner as to leave the work locations clean and free of any such debris. GRANTEE shall not dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents produced or used in GRANTEE'S operations, on this easement or on any adjacent state land or in any manner not permitted by law.

Upon termination or expiration of this Easement, GRANTEE shall restore the lands over which the easement is granted to substantially the same condition as it was upon the effective date of this easement. GRANTEE agrees that upon termination of this easement, all authorization granted hereunder shall cease and terminate.

5. JOINDER: As evidenced by its joinder herein, GRANTEE has obtained the consent to this easement of the Board of Regents of the Division of Universities of the Florida Department of Education, which is leasing the area subject to the easement pursuant to the aforementioned Lease.

6. ASSIGNMENT: This easement shall not be assigned in whole or in part without the prior written consent of GRANTOR. Any assignment made either in whole or in part without the prior written consent of GRANTOR shall be void and without legal effect; provided, however, that this easement may be assigned by GRANTEE, without the consent of GRANTOR, to any successor utility provider. GRANTOR'S obligations hereunder shall run with the land and be binding upon GRANTOR'S successors in title to the subject property.

7. RIGHT OF INSPECTION: GRANTOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect the easement and the works and operations of GRANTEE in any matter pertaining to this easement.

8. BINDING EFFECT AND INCIDENT: This easement shall be binding on and shall inure to the benefit of the heirs, executors, administrators and assigns of the parties hereto, but nothing contained in this paragraph shall be construed as a consent by GRANTOR to any assignment of this easement or any interest therein by GRANTEE.

9. NON-DISCRIMINATION: GRANTEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicaps, or marital status with respect to any activity occurring within this easement or upon lands adjacent to and used as an adjunct of this easement.

10. INDEMNITY: GRANTEE hereby covenants and agrees to indemnify, protect, defend, save and hold harmless GRANTOR, the Board of Regents and the State of Florida from any and all claims, actions, lawsuits and demands of any kind or nature arising out of this easement.

11. COMPLIANCE WITH LAWS: GRANTEE agrees that this easement is contingent upon and subject to GRANTEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

12. VENUE PRIVILEGES: GRANTOR and GRANTEE agree that GRANTOR has venue privilege as to any litigation arising from matters relating to this easement. Any such litigation between GRANTOR and GRANTEE shall be initiated and maintained only in Leon County, Florida.

13. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this easement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources.

14. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the lands underlying this easement is held by GRANTOR. GRANTEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property of GRANTOR including, but not limited to, mortgages or construction liens against the real property described in Exhibit "A" or against any interest of GRANTOR therein.

15. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this easement shall be ruled by a court of competent

jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

16. SOVEREIGNTY SUBMERGED LANDS: This easement does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

17. ENTIRE UNDERSTANDING: This easement sets forth the entire understanding between the parties and shall only be amended with the prior written approval of both parties.

18. TIME: Time is expressly declared to be of the essence of this easement.

19. RIGHT OF AUDIT: GRANTEE shall make available to GRANTOR all financial and other records relating to this easement and GRANTOR shall have the right to audit such records relating to this easement at any reasonable time. This right shall be continuous until this easement expires or is terminated.

20. PAYMENT OF TAXES AND ASSESSMENTS: GRANTEE shall assume full responsibility for and shall pay all liabilities that accrue to its improvements in the easement area including any and all taxes and drainage and special assessments of every kind, and all mechanic's and materialman's liens, relating to its installed facilities which may be hereafter lawfully assessed and levied against this easement.

21. AUTOMATIC REVERSION: This easement is subject to automatic termination and reversion to Grantor when, in the reasonable opinion of GRANTOR, this easement is not used for the purposes outlined herein.

22. GOVERNING LAW: This easement shall be governed by and interpreted according to the laws of the State of Florida.

23. SECTION CAPTIONS: Articles, subsections and other captions contained in this easement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this easement or any provisions thereof.

IN WITNESS WHEREOF, the parties have caused this easement to be executed on the day and year first above written.

BOARD OF TRUSTEES OF THE
INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

By _____ (SEAL)
Gloria C. Nelson, Planning
Manager, Bureau of Land
Management Services,
Division of State Lands,
Department of Environmental
Protection

"GRANTOR"

Witness

Print/Type Witness Name

Witness

Print/Type Witness Name

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me this day of _____, 199__, by Gloria C. Nelson, Planning Manager, Bureau of Land Management Services, Division of State Lands, Department of Environmental Protection, acting as an agent on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

(SEAL)

Print/Type Notary Name

Commission Number:
Commission Expires:

Approved as to Form and Legality

By _____
DEP Attorney

GULF UTILITY COMPANY, a
Florida corporation

Witness

Print/Type Witness Name

Witness

Print/type Witness Name

By _____
James W. Moore, President

"GRANTEE"

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this ___ day of _____, 199___, by James W. Moore, as President of Gulf Utility Company, acting on behalf of the corporation. He is personally known to me.

Notary Public, State of Florida

(SEAL)

Print/Type Notary Name

Commission Number:
Commission Expires:

JOINER OF LESSEE

The undersigned hereby joins in this easement for the purpose of evidencing its consent and agreement to the same, the undersigned being the party managing the subject property pursuant to the Lease from the Grantor referenced in the preamble hereof.

**THE BOARD OF REGENTS OF THE DIVISION
OF UNIVERSITIES OF THE DEPARTMENT OF
EDUCATION, a body corporate created
pursuant to the laws of the State of
Florida**

By _____
Name: _____
Its _____

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