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REPLY TO CENTRAL FLORIDA OFFICE

July 11, 2007

07 JUL 13 AM 5:03

CENTRAL FLORIDA OFFICE  
SANLANDO CENTER  
2180 W. STATE ROAD 434, SUITE 2118  
LONGWOOD, FLORIDA 32779  
(407) 830-6331  
FAX (407) 830-8522

MARTIN S. FRIEDMAN, P.A.  
VALERIE L. LORD  
BRIAN J. STREET

RECEIVED-FPSC  
07 JUL 13 AM 8:36  
COMMISSION  
CLERK

070000-01

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

Re: North Fort Myers Utility, Inc.; Wastewater Agreement with Win-Del Prado, Ltd. (Walgreens)  
Our File No. 16319.29

Dear Ms. Cole:

Pursuant to 25-30.550, Florida Administrative Code, enclosed is a copy of a Wastewater Agreement entered into between North Fort Myers Utility, Inc., and Win-Del Prado, Ltd., to provide wastewater service to Walgreens at its Shoppes at Del Prado project. North Fort Myers Utility Inc.'s wastewater treatment plant has a permitted capacity of 3.5 mgd. The current treatment plant connected load is approximately 1.6 million gallons a day and this Wastewater Agreement is for 21,868 gpd. There is sufficient capacity in NFMU's existing plant to provide wastewater service pursuant to this Wastewater Agreement. This Wastewater Agreement will have no noticeable impact on the Utility's rates due to the amount of demand being placed on the NFMU wastewater system, and resultant revenues.

CMP \_\_\_\_\_  
COM \_\_\_\_\_ receive notice from the Commission of its intent to disapprove within thirty days. Should you have any  
CTR \_\_\_\_\_ questions regarding this Agreement, please do not hesitate to contact me.

ECR   1  

GCL   1  

OPC \_\_\_\_\_

RCA \_\_\_\_\_

SCR   MSF/mp  

SGA   Enclosure  

SEC   cc:  

OTH \_\_\_\_\_

Mr. Jack Schenkman (w/o enclosure)  
Dr. Joel H. Schenkman (w/o enclosure)  
Dr. Michael H. Schenkman (w/o enclosure)  
Mr. Tony Reeves (w/o enclosure)

Very truly yours,

  
MARTIN S. FRIEDMAN  
For the Firm

DOCUMENT NUMBER-DATE

05890 JUL 13 07

FPSC-COMMISSION CLERK

ORIGINAL

070000-DT

Win-Del Prado Walgreens/Retail  
NAME OF PROJECT

WASTEWATER AGREEMENT

THIS AGREEMENT made and entered into this 28 day of <sup>June</sup> ~~May~~, 2007, by and between WIN-DEL PRADO, LTD., a Florida limited partnership, whose address is 2901 Rigsby Lane, Safety Harbor, Florida 34695 (hereinafter referred to as "Developer"), and NORTH FORT MYERS UTILITY, INC., a Florida corporation, whose address is 5660 Bayshore Road, Suite 35, Fort Myers, FL 33917 (hereinafter referred to as "Service Company").

WHEREAS, Developer owns real property located in Lee County, Florida, and described in Exhibit "A," attached hereto and made a part hereof as if fully set out in this paragraph and hereinafter referred to as the "Property," and Developer intends to develop the Property into commercial units requiring 21,868 gpd of wastewater capacity; and

WHEREAS, the Service Company is willing to provide, in accordance with the provisions of this Agreement and Service Company's Service Availability Policy, central wastewater services to the Property and thereafter operate applicable facilities so that the occupants of the improvements on the Property will receive adequate wastewater collection, treatment and disposal service from Service Company ("Wastewater Service");

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Developer and Service Company hereby covenant and agree as follows:

1.0 The foregoing recitations are true and correct and incorporated herein.

2.0 The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

- (a) "Contribution-in-aid-of-Construction (CIAC)" -  
The sum of money and/or the value of property represented by the cost of the wastewater

DOCUMENT NUMBER-DATE

05890 JUL 13 07

FPSC-COMMISSION CLERK

collection systems including lift stations and treatment plants constructed or to be constructed by an Developer, which Developer transfers, or agrees to transfer, to Service Company at no cost to Service Company to provide utility service to specified property.

- (b) "Equivalent Residential Connection (ERC)" - A factor used to convert a given average daily flow (ADF) to the equivalent number of residential connections. For this purpose the average daily flow of one equivalent residential connection (ERC) is 275 gallons per day (gpd). The number of ERC's contained in a given ADF is determined by dividing that ADF by 275 gpd. The determination of the number of ERC's for the Property shall be subject to factoring as outlined in Service Company's Service Availability Policy.
- (c) "Point of Delivery" - The point where the pipes of Service Company are connected with the pipes of the customer, which is generally the customer's property line.
- (d) "Property" - The area or parcel of land described in Exhibit "A."
- (e) "Service" - The readiness and ability on the part of Service Company to furnish and maintain Wastewater Service to the Point of Delivery (pursuant to applicable rules and regulations of applicable regulatory agencies).

3.0 Connection Charges. Developer hereby agrees to pay to Service Company the following connection charges:

**Contributions In Aid Of Construction: System Capacity Charges** - The contribution of a portion of the cost of construction of treatment plants, and collection and disposal systems, described in Exhibit "B."

3.1 Payment of the connection charges does not and will not result in Service Company waiving any of its rates or rules and regulations, and their enforcement shall not be affected in any manner whatsoever by Developer making payment of same. Service Company shall not be obligated to refund to Developer any portion of the value of the connection charges for any reason whatsoever, except in the event that Service Company fails to provide wastewater service in accordance with this Agreement, nor shall Service Company pay any interest or rate of interest upon the connection charges paid.

3.2 Neither Developer nor any person or other entity holding any of the Property by, through or under Developer, or otherwise, shall have any present or future right, title, claim or interest in and to the connection charges paid or to any of the wastewater facilities and properties of Service Company, and all prohibitions applicable to Developer with respect to no refund of connection charges, no interest payment on said connection charges and otherwise, are applicable to all persons or entities.

3.3 Any user or consumer of Wastewater Service shall not be entitled to offset any bill or bills rendered by Service Company for such service or services against the connection charges paid. Developer shall not be entitled to offset the connection charges against any claim or claims of Service Company.

4.0 On-Site Systems. Developer shall be responsible for the construction of all on-site systems. On-site systems shall include all wastewater collection lines, facilities and equipment, including any lift stations located within the boundaries of the Property, and constructed for the purpose of providing Wastewater Service to the Property, and connecting to Service Company's existing force main located on Del Prado Boulevard.

4.1 Developer shall cause to be prepared three (3) copies of the applications for permits and three (3) sets of finalized engineering plans prepared and sealed by a professional engineer registered in the State of Florida. Plans shall show the on-site wastewater systems proposed to be installed to provide service to the Property. Developer shall cause his engineer to submit specifications governing the material to be used and the method and manner of installation. All such plans and specifications submitted to Service Company's engineer shall meet the minimum specifications of Service Company and shall be subject to the approval of Service Company, which approval shall not be unreasonably withheld. No construction shall commence until Service Company and appropriate regulatory agencies have approved such plans and specifications in writing. When permits and approved plans are returned by appropriate regulatory agencies to Developer, Developer shall submit to Service Company one copy of the wastewater permit and approved plans. Plans may be submitted on a phase by phase basis.

4.2 After the approval of plans and specifications by Service Company and appropriate regulatory agencies, Developer, or the engineer of record, shall set up a preconstruction conference with engineer of record, utility contractor, appropriate building official(s), all other utility companies involved in the development of the Property, and Service Company.

4.3 Developer shall provide to Service Company's inspector, twenty-four (24) hours notice prior to commencement of construction. Developer shall cause to be constructed, at Developer's own cost and expense, the on-site wastewater collection systems as shown on the approved plans and specifications.

4.4 During the construction of the on-site systems by Developer, Service Company shall have the right to inspect such installations to determine compliance with the approved plans and specifications. The engineer of record shall also inspect construction to assure compliance with the approved plans and specifications. Service Company, engineer of record and utility contractor shall be present for all standard tests for pressure, exfiltration, line and grade, and all other normal engineering tests to determine that the systems have been installed in accordance with the approved plans and specifications, and good engineering practices. Developer agrees to pay to Service Company, or Service Company's authorized agent, a reasonable sum to cover the cost of inspection of installations made by Developer or Developer's contractor.

4.5 Upon completion of construction, Developer's engineer of record shall submit to Service Company a copy of the signed certification of completion submitted to the appropriate regulatory agencies. The engineer of record shall also submit to Service Company ammonia mylars and, if available, computerized (digital) drawings of the as-built plans prepared and certified by the engineer of record.

4.6 By these presents, and once the systems have been fully constructed and certified complete, Developer hereby transfers to Service Company, title to the on-site systems. Such conveyance shall take effect at the time Service Company issues its final letter of acceptance, which may be on a phase by phase basis. As further evidence of said transfer of title, upon the completion of the installation, but prior to the issuance of the final letter of acceptance and the rendering of service by Service Company, Developer shall:

- (a) Convey to Service Company, by bill of sale in form satisfactory to Service Company's counsel, the on-site system as constructed by Developer and approved by Service Company.
- (b) Provide Service Company with copies of invoices from contractor for such systems, or an affidavit from the project engineer setting forth the installed costs and quantities of material and engineering

services, so that Service Company may account for this project in accordance with PSC requirements.

- (c) Provide to the Service Company Releases of Lien for all contractor's invoices and an executed notarized affidavit in a form satisfactory to Service Company's counsel of Developer's right to convey the property and assuring that work has been fully paid for such utility systems installed by Developer by reason of work performed or services rendered in connection with the on-site systems.
- (d) Assign any and all warranties and/or maintenance bonds and the rights to enforce same to the Service Company which Developer obtains from any contractor constructing such utility systems. Developer hereby warrants and guarantees for one year from the date of transfer that the system is free of defects, and functions or will function as designed. Developer shall immediately repair any defects or Service Company may make repair at Developer's expense, following ten (10) days prior written notice.
- (e) Provide Service Company with all appropriate operation/maintenance and parts manuals and shop drawings.
- (f) Further cause to be conveyed to Service Company, free and clear of all encumbrances, all easements and/or rights-of-way covering areas in which such systems are installed, by recordable document in form satisfactory to Service Company's counsel, unless such systems are located in dedicated utility easements.

4.7 Service Company agrees that the issuance of the final letter of acceptance for such systems installed by Developer shall constitute the assumption of responsibility by Service Company for the continuous operation and maintenance of such systems from that date forward.

5.0 Agreement to Serve. Upon the completion of construction of the on-site wastewater collection system, and in accordance with the other terms of this Agreement and Service Company's Service Availability Policy, Service Company covenants and agrees that it will connect or oversee the connection of the on-site wastewater collection system to the central facilities of Service Company in accordance with the terms and intent of this Agreement. Such connection shall at all times be in accordance with rules, regulations and orders of the applicable governmental authorities. Service Company agrees that once it provides Wastewater Service to the Property and Developer or others have connected to its system, that thereafter Service Company will continuously provide,

at its cost and expense, but in accordance with the other provisions of this Agreement, including rules and regulations and rate schedules, Wastewater Service to the Property in a manner to conform with all requirements of the applicable governmental authority having jurisdiction over the operations of Service Company.

6.0 Application for Service: Developer shall not have the right to and shall not connect to the facilities of Service Company until formal approval written application has been made to Service Company and right to proceed with connections of the on-sites systems in accordance with the then effective rules and regulations of Service Company and approval for such connection has been granted.

6.1 If a commercial kitchen, cafeteria, restaurant or other commercial food preparation or dining facility is constructed within the Property, the Service Company shall have the right to require that a grease trap be constructed, installed and connected so that all wastewater from any grease producing equipment within such facility, including floor drains in food preparation areas, shall first enter the grease trap for pretreatment before the wastewater is delivered to the lines of the Service Company. Size, materials and construction of such grease trap to be approved by Service Company.

6.2 No substance other than domestic wastewater will be placed into the wastewater system and delivered to the lines of the Service Company. Should any non-domestic wastes, grease or oils, including, but not limited to, floor wax or paint, be delivered to the lines, the customer responsible for the discharge will be responsible for payment of the cost and expense required in correcting or repairing any resulting damage.

7.0 Exclusive Right to Provide Service. Developer, as a further and essential consideration of this Agreement, agrees that Developer, or the successors and assigns of Developer, shall not (the words "shall not" being used in a mandatory definition) engage in the business or businesses of providing Wastewater Service to the Property during the period of time Service Company, its successors and assigns, provide Wastewater Service to the Property, it being the intention of the parties hereto that under the foregoing provision and also other provisions of this Agreement, Service Company shall have the sole and exclusive right and privilege to provide Wastewater Service to the Property and to the occupants of such residence, building or unit constructed thereon. Service Company represents and warrants that it is duly licensed to provide Wastewater Service to Developer and that it will take all necessary steps in order to keep in good standing all permits necessary to carry out this Agreement.

8.0 Rates. Service Company agrees that the rates to be charged to Developer shall be those set forth in the tariff of Service Company approved by the applicable governmental agency. However, notwithstanding any provision in this Agreement, Service Company, its successors and assigns, may establish, amend or revise, from time

to time in the future, and enforce rates or rate schedules so established and enforced and shall at all times be reasonable and subject to regulations by the applicable governmental agency, or as may be provided by law. Rates charged to Developer or consumers located upon the Property shall at all times be identical to rates charged for the same classification of service, as are or may be in effect throughout the service area of Service Company.

8.1 Notwithstanding any provision in this Agreement to the contrary, Service Company may establish, amend or revise, from time to time, in the future, and enforce rules and regulations covering Wastewater Service to the Property. However, all such rules and regulations so established by Service Company shall at all times be reasonable and subject to such regulations as may be provided by law or contract.

8.2 Any such initial or future lower or increased rates, rate schedules, and rules and regulations established, amended or revised and enforced by Service Company from time to time in the future, as provided by law, shall be binding upon Developer; upon any person or other entity holding by, through or under Developer; and upon any user or consumer of the Wastewater Service provided to the Property by Service Company.

9.0 Binding Effect of Agreement. This Agreement shall be binding upon and shall inure to the benefit of Developer, Service Company and their respective assigns and successors by merger, consolidation, conveyance or otherwise. Any assignment or transfer by Developer shall be approved in writing by Service Company, which approval shall not be unreasonably withheld.

10.0 Notice. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by mail or by telegram, and if to Developer, shall be mailed or delivered to Developers as follows:

Win-Del Prado, Ltd.  
2901 Rigsby Lane  
Safety Harbor, FL 34695  
ATTN: Spiro A. Comitos, Vice President

with a copy to:

Forlizzo Law Group, P.A.  
2903 Rigsby Lane  
Safety Harbor, FL 34695  
ATTN: Robert A. Forlizzo



and if to the Service Company, at:

North Fort Myers Utility, Inc.  
Post Office Box 2547  
Ft. Myers, Florida 33902  
ATTN: A. A. Reeves, III

with a copy to:

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

11.0 Laws of Florida. This Agreement shall be governed by the laws of the State of Florida and it shall be and become effective immediately upon execution by both parties hereto, subject to any approvals which must be obtained from governmental authority.

12.0 Costs and Attorney's Fees. In the event the Service Company or Developer is required to enforce this Agreement by Court proceedings or otherwise, by instituting suit or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorney's fees for administrative proceedings, trials and appeals.

13.0 Force Majeure. In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of such party, including but not limited to Act of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, sinkhole or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities, governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order or decree or judgment or restraining order or injunction of any court, said party shall not be liable for such non-performance, so long as said Party uses its best efforts to perform in the event of said disaster.

14.0 Indemnification. Each party agrees to indemnify and hold the other harmless from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney's fees for administrative proceedings, trials and appeals) to which the party may become subject by reason of or arising out of the other party's performance of this Agreement. This indemnification provision shall survive the actual connection to Service Company's wastewater system.

#### MISCELLANEOUS PROVISIONS

15.0 This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Developer and Service Company, made with respect to the matters herein contained, and when duly executed, constitutes the entire agreement between Developer and Service Company. 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.

16.0 Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine, feminine and neuter genders shall each include the others.

17.0 Whenever approvals of any nature are required by either party to this Agreement, it is agreed that same shall not be unreasonably withheld or delayed.

18.0 The submission of this Wastewater Agreement by Service Company for examination by Developer does not constitute an offer but becomes effective only upon execution thereof by both parties.

19.0 Failure to insist upon strict compliance of any of the terms, covenants, or conditions herein shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or times be deemed a waiver or relinquishment of such right or power at any other time or times.

20.0 Because of inducements offered by Developer to Service Company, Service Company has agreed to provide wastewater services to Developer's project. Developer understands and agrees that capacity reserved hereunder cannot and shall not be assigned by Developer to Third Parties without the written consent of Service Company, except in the case of a bona-fide sale of Developer's property, in which case, such approval shall not be unreasonably withheld. Moreover, Developer agrees that this contract is a superior instrument to any other documents, representations, and promises made by and between Developer and Third Parties, both public and private, as regards the provisions of Wastewater Service to Developer's property.

21.0 It is agreed by and between the parties hereto that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement.

IN WITNESS WHEREOF, Developer and Service Company have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

WITNESSES:

NORTH FORT MYERS UTILITY, INC.

Jenny M. Castellitto  
Print Name: Jenny M. CASTELLITTO

BY: A. A. Reeves III  
A. A. REEVES, III  
Vice President

Rhonda L. Dixon  
Print Name: Rhonda L. Dixon

WIN-DEL PRADO, LTD., a Florida limited partnership

BY: PDG-IV, INC., a Florida corporation, its General Partner

Michelle R. Fair  
Print Name: MICHELLE R. FAIR

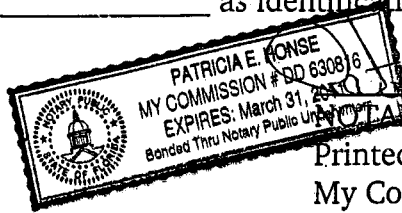
Spiro A. Comitatos  
SPIRO A. COMITOS  
Vice President

Kathleen A. Brown  
Print Name: Kathleen A. Brown

[NOTARY ATTESTATIONS ON PAGE 11]

STATE OF FLORIDA  
COUNTY OF LEE

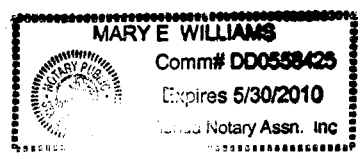
The foregoing instrument was acknowledged before me this 28 day of ~~May~~ <sup>June</sup>, 2007, by A.A. REEVES, III as Vice President & Utility Manager of North Fort Myers Utility, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me ~~or has produced~~ \_\_\_\_\_ as identification.



Patricia E. Nonse  
Printed Name: Patricia E. Nonse  
My Commission Expires: 3-31-2011

STATE OF FLORIDA  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of ~~May~~ <sup>June</sup>, 2007, by SPIRO A. COMITOS, as Vice President of PDG-IV, INC., General Partner of WIN-DEL PRADO, LTD., a Florida limited partnership. He/she is personally known to me or has produced \_\_\_\_\_ as identification.



Mary E. Williams  
NOTARY PUBLIC - STATE OF FLORIDA  
Printed Name: Mary E. Williams  
My Commission Expires: 5/30/2010

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

**EXHIBIT "A"**

WIN-DEL PRADO LEGAL DESCRIPTION:

Part of Lots 1,2,3,4,5,6, 7, 8, 9 and 10, Block 2, Tamiami City Subdivision as recorded in Plat Book 9, Page 7, Public Records of Lee County, Florida and part of the Northwest Quarter of Section 22, Township 43 South, Range 24 East, Lee County, Florida, described as follows:

Beginning at the Northwest corner of Tract "A", Sabal Springs Golf & Racquet Club, Unit Two, as recorded in Plat Book 43, Pages 74 through 82, Public Records of Lee County, Florida; thence run S.00010'42"E. along the West line of said Tract "A" and the West line of Block 14 of said Sabal Springs Golf & Racquet Club, Unit Two for 190.12 feet to a point of curvature; thence run Southeasterly along the Westerly line of said Block 14 for 96.32 feet long the arc of a curve concave Northeasterly, with a radius of 322.50 feet, a delta of 17°06'42", a chord bearing of S.08°44'08"E. and a chord distance of 95.96 feet to a point of tangency; thence run S.17°17'28"E. along the Westerly line of said Block 14 for 78.01 feet to a point of curvature; thence run Southeasterly along the Westerly line of said Block 14 for 18.67 feet along the arc of a curve concave Southwesterly, with a radius of 62.50 feet, a delta of 17°06'47", a chord bearing of S.08°44'05"E. and a chord distance of 18.60 feet to a point of reverse curvature; thence run Southeasterly along the easterly line of said Block 14 for 307.99 feet along the arc of a curve concave Northeasterly, with a radius of 902.50 feet, a delta of 19°33'10", a chord bearing of S.09°57'17"E. and a chord distance of 306.50 feet to a point of tangency; thence run S.19°43'52"E. along the Westerly line of said Block 14 for 218.49 feet to a point of curvature; thence run Southwesterly along the Northwesterly line of said Block 14 for 75.57 feet along the arc of a curve concave Northwesterly, with a radius of 52.50 feet, a delta of 82°28'08", a chord bearing of S.21°30'12"W. and a chord distance of 69.21 feet to a point of tangency; thence run S.62°44'16"W. along the Northwesterly line of said Block 14 for 143.04 feet to a point of curvature; thence run Southwesterly along the Northwesterly line of said Block 14 for 56.45 feet along the arc of a curve concave Northwesterly, with a radius of 77.50 feet, a delta of 41°44'00", a chord bearing of S.83°36'16"W. and a chord distance of 55.21 feet to a point of tangency; thence run N.75°31'44"W. along the Northerly line of said Block 14 for 250.64 feet to a point of curvature; thence run Northwesterly along the Northwesterly line of said Block 14 for 101.94 feet along the arc of a curve concave Southwesterly, with a radius of 222.50 feet, a delta of 26°15'00", a chord bearing of N.88°39'18"W. and a chord distance of 101.05 feet; thence run N.71°20'03"W. for 185.92 feet; thence run N.87°26'38"W. for 64.45 feet to a point on the West line of the East Half (E.1/2) of the Northwest Quarter (N.W.1/4) of the aforesaid Section 22; thence run S.00049'52"W. along said West line for 83.26 feet to the Southeast corner of Lot 10, Block 2 of the aforesaid Tamiami Subdivision; thence run S.74°21'50"W. along the South line of said Lot 10 for 571.23 feet to the Easterly right-of-way line (as recorded in Official Records Book 1156, Page 1792, Public Records of Lee County, Florida) of State Road 45 (Tamiami Trail) (U.S. Highway No. 41); thence run N.15°38'10"W. along said Easterly right-of-way line for 161.31 feet; thence run N.13°43'41"W. for 150.15 feet to a point on a non-tangent curve; thence run Northwesterly along said Easterly right-of-way line for 723.60 feet along the arc of a curve concave Southwesterly, with a radius of 5884.58 feet, a delta of 07°02'43", a chord bearing of N.19°09'32"W. and a chord distance of 723.14 feet to a point on the Southerly line of Del Prado Boulevard (Mellow Drive, as shown on Lee County right-of-way map of Mellow Drive, sheet 4 of 20 for County Project #4013); thence run N.74°19'39"E. for 267.56 feet to a point of curvature; thence run Northeasterly along said Southerly right-of-way line for 527.33 feet along the arc of a curve concave Southeasterly, with a radius of 1950.00 feet, a delta of 15°29'39", a chord bearing of N.82°04'28"E. and a chord distance of 525.72 feet to a point of tangency; thence run N.89°49'18"E. along said Southerly right-of-way line for 713.14 feet to the point of beginning. Said tract contains 31.871 acres, more or less and is subject to easements, restrictions and reservations of record Bearings are based on the North line of the aforesaid Section 22 as being N.89°49'18"E.

" EXHIBIT A "

SYSTEM CAPACITY CHARGES

Developer, upon execution of this Agreement, shall pay to Service Company one-third (1/3) of the System Capacity Charges below. Upon Service Company's execution of DEP Permit Applications, Developer shall pay Service Company the remaining System Capacity Charges to induce Service Company to reserve the following system capacities for Developer's connections. System capacity charges to be paid by Developer are those which are set forth in Service Company's Service Availability Policy approved by the Florida Public Service Commission and, accordingly, these charges may be changed from time to time with the approval of the Commission. Capacity is not reserved unless and to the extent of actual payment of System Capacity Charges.

Wastewater:

<u>Customer Category</u>	<u>Number of Units</u>	<u>Charge Per Unit</u>	<u>Total Charge</u>
General Service	21,868	2.31 per gpd	\$ 50,515.00
			=====
			\$ 50,515.00

EXHIBIT "B"