

**Lee County Board of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20030483

1. REQUESTED MOTION:

ACTION REQUESTED: Authorize staff to advertise for the Board to conduct a public hearing at 5:00 p.m. on Tuesday, May 13, 2003, pursuant to Section 125.3401, F.S., to consider the adoption of a Resolution of Authorization for the County's proposed purchase of the Gateway Services Community Development District's ("GSD") wastewater facilities and associated lands located within the Gateway Development, Lee County, Florida.

WHY ACTION IS NECESSARY: Board of County Commissioners' approvals are required for the County's purchase of a portion of a unit of another local government's wastewater utility system, pursuant to General Law.

WHAT ACTION ACCOMPLISHES: Provides the appropriate forum for the necessary, required approvals and authorizations for the County to continue with the process for the closing on the purchase of the wastewater treatment infrastructure and associated lands owned by GSD within the Gateway Development.

2. DEPARTMENTAL CATEGORY:

COMMISSION DISTRICT # 5

C12C

3. MEETING DATE:

04-29-2003

4. AGENDA:

CONSENT

ADMINISTRATIVE

APPEALS

PUBLIC

WALK ON

TIME REQUIRED:

5. REQUIREMENT/PURPOSE:

(Specify)

STATUTE §125.3401, F.S.

ORDINANCE

ADMIN. CODE

OTHER

6. REQUESTOR OF INFORMATION:

A. COMMISSIONER

B. DEPARTMENT County Attorney

C. DIVISION General Services

BY: David M. Owen

[Signature]
Chief, Assistant County Attorney

7. BACKGROUND:

(BACKGROUND - NEXT PAGE)

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services	G County Manager								
<i>[Signature]</i> N/A	N/A	N/A	<i>[Signature]</i> N/A	<i>[Signature]</i> 4/17/03	<table border="1"> <tr> <td>OA</td> <td>OM</td> <td>RISK</td> <td>GC</td> </tr> <tr> <td><i>[Signature]</i></td> <td><i>[Signature]</i></td> <td><i>[Signature]</i></td> <td><i>[Signature]</i></td> </tr> </table>	OA	OM	RISK	GC	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i> 4.17.03
OA	OM	RISK	GC											
<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>											

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

RECEIVED BY COUNTY ADMIN. <i>[Signature]</i>
4-17-03
4:15
COUNTY ADMIN. FORWARDED TO:
<i>[Signature]</i>

BACKGROUND:

- August, 1998 - As the result of becoming aware of the City of Fort Myers' intent to acquire the GSD Wastewater Treatment System, the County transmitted a Letter of Interest to GSD and obtained Board approval to begin negotiations with GSD for such potential acquisition.
- September, 1998 to October, 1999 - GSD conducted an RFP for the sale of its wastewater treatment facilities with the City of Fort Myers and the County responding as Proposers.
- November, 1999 - The City of Fort Myers and the County combined their efforts with respect to the acquisition, and submitted a joint City / County Proposal for the proposed purchase, which was accepted by GSD.
- January, 2000 to February, 2002 - Negotiations are conducted among the Parties and documents are "rough-drafted" for the proposed purchase and sale of the GSD Wastewater Treatment System.
- March, 2002 - The GSD Board approves the "deal points" with respect to the County's acquisition of the GSD Wastewater Treatment System (the City of Fort Myers and GSD resolved other service territorial issues. As the result, the City is no longer a part of the acquisition, but will purchase certain treatment capacity (up to 1 m. gpd) from the County for its annexed areas of the Gateway Development).
- April, 2002 to April, 2003 - Documents for the purchase and sale of the Wastewater Treatment System and Sale of Wholesale Potable Water and Wastewater Treatment Services to GSD by the County are finalized and prepared for public hearings to be conducted by both GSD and Lee County pursuant to Chapter 190, F.S., and Chapter 125, F.S., respectively, prior to the closing on the sale.

The appraised purchase price for the GSD Wastewater Treatment Facilities is \$4,858,000.00, consisting of \$1,734,000.00 for the land, and \$3,124,000.00 for the infrastructure, equipment and materials.

The Service Agreements provide for the County's Wholesale sale of Potable Water and Wastewater Treatment Services to GSD at initial negotiated rates with a "ramp up" provision in each to the County's then-established wholesale water and sewer rates (now currently Lee County Resolution No. 02-07-44).

The "wrap around" Agreement provides for the County and GSD to interact on a rolling five-year basis in order to plan for and develop the necessary plant capacity in order to service GSD customers as they are added.

Additionally, the acquired GSD facilities will serve County wastewater customers east of I-75, north and south of Daniels Parkway, to include the new Airport and associated businesses and developments in the vicinity.

LEE COUNTY
NOTICE OF INTENT TO ENACT A COUNTY RESOLUTION

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN that on Tuesday, the 13th day of May, 2003 at 5:00 o'clock, p.m., in the County Commissioners' Meeting Room, Old Lee County Courthouse, 2120 Main Street, Fort Myers, Florida, the Board of County Commissioners of Lee County, Florida, will consider the enactment of a County Resolution pursuant to Chapter 125, Florida Statutes. The title of the proposed County Resolution is as follows:

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, RELATING TO THE COUNTY'S PURCHASE OF THE GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT'S ("GSD") WASTEWATER TREATMENT FACILITIES INFRASTRUCTURE AND ASSOCIATED REAL PROPERTY LYING WITHIN THE GATEWAY DEVELOPMENT, FROM GSD; PROVIDING FOR CERTAIN FINDINGS BY THE BOARD OF COUNTY COMMISSIONERS CONSISTENT WITH THE REQUIREMENTS OF SECTION 125.3401, FLORIDA STATUTES; PROVIDING FOR ADDING THE GSD WASTEWATER TREATMENT FACILITIES AND ASSOCIATED LANDS LYING WITHIN THE GATEWAY DEVELOPMENT INTO THE LEE COUNTY UTILITIES SYSTEM UPON THE CLOSING OF SUCH SALE; PROVIDING FOR AN EFFECTIVE DATE.

1. Copies of this Notice and the proposed Resolution are on file in the Minutes Office of the Clerk of Courts of Lee County. The public may inspect or copy the Resolution during regular business hours at the Office of Public Resources. The Minutes Office and Public Resources are located in the Courthouse Administration Building, 2115 Second Street, Fort Myers, Florida. Public Resources is located on the first floor and the Minutes Office is located on the second floor of the Courthouse Administration Building.
2. Interested parties may appear at the meeting in person or through counsel, and be heard with respect to the adoption of the proposed Resolution.

3. Anyone wishing to appeal the decision(s) made by the Board with respect to any matter considered at this meeting, will need a record of the proceedings for such appeal, and may need a verbatim record, to include all testimony and evidence upon which the appeal is to be based.

4. The Resolution shall take effect immediately upon its adoption by the Board of County Commissioners at the public hearing.

5. If you have a disability that will require special assistance or accommodations for your attendance at the public hearing, please call the Lee County Division of Public Resources at 335-2269 for information.

PLEASE GOVERN YOURSELF ACCORDINGLY.

The text of this Notice is in conformance with Section 125.66, Florida Statutes (2002), and other relevant sections of Florida law.

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Charlie Green, Ex-Officio Clerk
to the Board of County Commissioners
of Lee County, Florida

APPROVED AS TO FORM:

By:  _____
Office of the County Attorney

Ad Size: 2 x 5

Publishing Dates: 4/30/03 & 5/6/03

LEE COUNTY RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, RELATING TO THE COUNTY'S PURCHASE OF THE GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT'S ("GSD") WASTEWATER TREATMENT FACILITIES INFRASTRUCTURE AND ASSOCIATED REAL PROPERTY LYING WITHIN THE GATEWAY DEVELOPMENT, FROM GSD; PROVIDING FOR CERTAIN FINDINGS BY THE BOARD OF COUNTY COMMISSIONERS CONSISTENT WITH THE REQUIREMENTS OF SECTION 125.3401, FLORIDA STATUTES; PROVIDING FOR ADDING THE GSD WASTEWATER TREATMENT FACILITIES AND ASSOCIATED LANDS LYING WITHIN THE GATEWAY DEVELOPMENT INTO THE LEE COUNTY UTILITIES SYSTEM UPON THE CLOSING OF SUCH SALE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is the governing body in and for Lee County, a political subdivision and charter county of the State of Florida; and,

WHEREAS, the Board of County Commissioners is authorized by Florida law to acquire or sell utilities pursuant to Section 125.01 and Section 125.3401, Florida Statutes; and,

WHEREAS, the Gateway Services Community Development District's ("GSD") Wastewater Treatment infrastructure, associated real property and facilities lying within the Gateway Development may be considered or interpreted as a "utility" as contemplated by Section 125.01 and Section 125.3401, F.S.; and,

WHEREAS, the Board of County Commissioners now desires to purchase, and GSD now desires to sell, GSD's wastewater treatment infrastructure, associated real

property and facilities lying within the Gateway Development, Lee County, Florida ("The Property") from GSD, for its subsequent incorporation into the Lee County Utilities System pursuant to the County's authority under Sections 125.01 and 125.3401, F.S.; and,

WHEREAS, the Board of County Commissioners has made certain findings as outlined by the requirements of Section 125.3401, F.S., for the County's purchase of The Property; and,

WHEREAS, the Board of County Commissioners hereby finds that the purchase of The Property, is: 1. consistent with the considerations as outlined in Section 125.3401, F.S., 2. authorized pursuant to Section 125.01, F.S., 3. serves a public purpose, 4. is in the public's interest, 5. and is to the public's benefit.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, that:

1. The above recitals are hereby adopted by the Board of County Commissioners and incorporated herein as if set out at length in this section.
2. The Board of County Commissioners hereby finds that, consistent with the requirements as set out in Section 125.3401, F.S. (Exhibit "A", hereto) as presented and represented by the Lee County Public Works Department, Lee County Division of Utilities and consultants in a public hearing this date (filed briefing documents, Composite Exhibit "B" hereto), and the County's powers under Chapter 125, F.S., the purchase of The Property serves a public purpose, is in the public's interest, is to the public's benefit, and accordingly, is hereby approved and authorized.

3. Upon the closing of the sale of The Property, said Property shall be incorporated into the Lee County Utilities (LCU) System, and become subject to the ownership and jurisdiction of the County, including the application of County rates, rules and regulations and operations from that date forward as they may be structured or implemented, and amended and/or revised by the County from time to time.
4. The Chairman is hereby authorized to execute any and all documents related to the County's purchase of The Property on behalf of the Board of County Commissioners, and Lee County staff is hereby authorized to perform any and all other lawful acts necessary and attendant to the closing of such sale.
5. This Resolution shall take effect immediately upon its adoption by the Board of County Commissioners.

The foregoing Resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and, being put to a vote, the vote was as follows:

DOUGLAS ST. CERNY _____
BOB JANES _____
RAY JUDAH _____
ANDREW COY _____
JOHN ALBION _____

DULY PASSED AND ADOPTED this ___ day of _____, 2002.

ATTEST: CHARLIE GREEN
CLERK OF COURTS

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Chairman

APPROVED AS TO FORM:

By: _____
Office of the County Attorney

EXHIBIT "A"

tions issued by such entity to any public agency as provided in s. 163.01(3)(b) whether or not such agency is a member of the entity. Such entity may have as members, in addition to counties, other public agencies as described in s. 163.01(3)(b) and may lend the proceeds of obligations to such public agencies for purposes of financing or refinancing capital projects or working capital if such agencies are otherwise authorized to incur debt.

History.—s. 3, ch. 96-216.

✓ **125.3401 Purchase, sale, or privatization of water, sewer, or wastewater reuse utility by county.**—No county may purchase or sell a water, sewer, or wastewater reuse utility that provides service to the public for compensation, or enter into a wastewater facility privatization contract for a wastewater facility, until the governing body of the county has held a public hearing on the purchase, sale, or wastewater facility privatization contract and made a determination that the purchase, sale, or wastewater facility privatization contract is in the public interest. In determining if the purchase, sale, or wastewater facility privatization contract is in the public interest, the county shall consider, at a minimum, the following:

(1) The most recent available income and expense statement for the utility;

(2) The most recent available balance sheet for the utility, listing assets and liabilities and clearly showing the amount of contributions-in-aid-of-construction and the accumulated depreciation thereon;

(3) A statement of the existing rate base of the utility for regulatory purposes;

(4) The physical condition of the utility facilities being purchased, sold, or subject to a wastewater facility privatization contract;

(5) The reasonableness of the purchase, sales, or wastewater facility privatization contract price and terms;

(6) The impacts of the purchase, sale, or wastewater facility privatization contract on utility customers, both positive and negative;

(7)(a) Any additional investment required and the ability and willingness of the purchaser, or the private firm under a wastewater facility privatization contract, to make that investment, whether the purchaser is the county or the entity purchasing the utility from the county;

(b) In the case of a wastewater facility privatization contract, the terms and conditions on which the private firm will provide capital investment and financing or a combination thereof for contemplated capital replacements, additions, expansions, and repairs. The county shall give significant weight to this criteria.

(8) The alternatives to the purchase, sale, or wastewater facility privatization contract, and the potential impact on utility customers if the purchase, sale, or wastewater facility privatization contract is not made; and

(9)(a) The ability of the purchaser or the private firm under a wastewater facility privatization contract to provide and maintain high-quality and cost-effective utility service, whether the purchaser is the county or the entity purchasing the utility from the county.

(b) In the case of a wastewater facility privatization contract, the county shall give significant weight to the technical expertise and experience of the private firm in carrying out the obligations specified in the wastewater facility privatization contract.

(10) All moneys paid by a private firm to a county pursuant to a wastewater facility privatization contract shall be used for the purpose of reducing or offsetting property taxes, wastewater service rates, or debt reduction or making infrastructure improvements or capital asset expenditures or other public purpose; provided, however, nothing herein shall preclude the county from using all or part of the moneys for the purpose of the county's qualification for relief from the repayment of federal grant awards associated with the wastewater system as may be required by federal law or regulation.

The county shall prepare a statement showing that the purchase, sale, or wastewater facility privatization contract is in the public interest, including a summary of the purchaser's or private firm's experience in water, sewer, and wastewater reuse utility operation and a showing of financial ability to provide the service, whether the purchaser or private firm is the county or the entity purchasing the utility from the county.

History.—s. 1, ch. 84-84; s. 1, ch. 93-51; s. 6, ch. 96-202.

125.35 County authorized to sell real and personal property and to lease real property.—

(1)(a) The board of county commissioners is expressly authorized to sell and convey any real or personal property, and to lease real property, belonging to the county, whenever the board determines that it is to the best interest of the county to do so, to the highest and best bidder for the particular use the board deems to be the highest and best, for such length of term and such conditions as the governing body may in its discretion determine.

(b) Notwithstanding the provisions of paragraph (a), the board of county commissioners is expressly authorized to:

1. Negotiate the lease of an airport or seaport facility;

2. Modify or extend an existing lease of real property for an additional term not to exceed 25 years, where the improved value of the lease has an appraised value in excess of \$20 million; or

3. Lease a professional sports franchise facility financed by revenues received pursuant to s. 125.0104 or s. 212.20;

under such terms and conditions as negotiated by the board.

(c) No sale of any real property shall be made unless notice thereof is published once a week for at least 2 weeks in some newspaper of general circulation published in the county, calling for bids for the purchase of the real estate so advertised to be sold. In the case of a sale, the bid of the highest bidder complying with the terms and conditions set forth in such notice shall be accepted, unless the board of county commissioners rejects all bids because they are too low. The board of county commissioners may require a deposit to be

**Lee County Board of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20030485

1. REQUESTED MOTION:

ACTION REQUESTED: 1. Conduct a public hearing pursuant to Section 125.3401, F.S., to consider the adoption of a Resolution of Authorization for the County's proposed purchase of the Gateway Services Community Development District's ("GSD") wastewater facilities and associated lands located within the Gateway Development, Lee County, Florida. 2. Approve and authorize the Chairman to execute Purchase and Sale Agreements with GSD for the County's purchase of its wastewater infrastructure lying within the Gateway Development. 3. Consider for approval and authorize the Chairman's execution of Agreements with GSD for the County's sale of wastewater treatment services and potable water services to GSD. 4. Authorize the Chairman or the Vice-Chairman and County staff and consultants to perform all additional authorized, necessary actions, and execute all required documents consistent with the Board's directions for the purchase of, and closing on, the GSD wastewater infrastructure and associated lands within the Gateway Development.

WHY ACTION IS NECESSARY: Board of County Commissioners' approvals are required for the County's purchase of a portion of a unit of another local government's wastewater utility system, pursuant to General Law.

WHAT ACTION ACCOMPLISHES: Provides the appropriate forum for the necessary, required approvals and authorizations for the County to continue with the process for the closing on the purchase of the wastewater treatment infrastructure and associated lands owned by GSD within the Gateway Development.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT # 5

3. MEETING DATE: May 13, 2003

4. AGENDA:

5. REQUIREMENT/PURPOSE:
(Specify)

6. REQUESTOR OF INFORMATION:

CONSENT
 ADMINISTRATIVE
 APPEALS
 PUBLIC
 WALK ON
TIME REQUIRED:
30 minutes

STATUTE §125.3401, F.S.
 ORDINANCE
 ADMIN. CODE
 OTHER

A. COMMISSIONER
B. DEPARTMENT County Attorney
C. DIVISION General Services
BY: David M. Owen
Chief Assistant County Attorney

7. BACKGROUND:

(BACKGROUND - NEXT PAGE)

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
					OA	OM	RISK	GC	
N/A	N/A	N/A	N/A						

10. COMMISSION ACTION:

APPROVED
 DENIED
 DEFERRED
 OTHER

BACKGROUND:

- August, 1998 - As the result of becoming aware of the City of Fort Myers' intent to acquire the GSD Wastewater Treatment System, the County transmitted a Letter of Interest to GSD and obtained Board approval to begin negotiations with GSD for such potential acquisition.
- September, 1998 to October, 1999 - GSD conducted an RFP for the sale of its wastewater treatment facilities with the City of Fort Myers and the County responding as Proposers.
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The appraised purchase price for the GSD Wastewater Treatment Facilities is \$4,858,000.00, consisting of \$1,734,000.00 for the land, and \$3,124,000.00 for the infrastructure, equipment and materials.

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The "wrap around" Agreement provides for the County and GSD to interact on a rolling five-year basis in order to plan for and develop the necessary plant capacity in order to service GSD customers as they are added.

Additionally, the acquired GSD facilities will serve County wastewater customers east of I-75, north and south of Daniels Parkway, to include the new Airport and associated businesses and developments in the vicinity.

Request the Board approve all documents for execution by the Chairman or Vice Chairman prior to closing as appropriate, which is anticipated to be in mid-June, 2003, and authorize staff to conduct all activities necessary to close on the purchase / sale.

All applicable responses to the requirements of Section 125.3401, F.S., are addressed in Composite Exhibit D to the Resolution.

ACQUISITION AND UTILITY SERVICE PROVISION AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2003 by and between Lee County, Florida (hereafter referred to as "County"), and the GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT, an independent community development district, operating under the provisions of Chapter 190, Florida Statutes (hereafter referred to as "District");

WITNESSETH:

WHEREAS, the territory of District (hereafter referred to as "District's Territory") is located entirely within Lee County, Florida, a legal description of District's Territory being attached hereto as Exhibit "A" and by this reference made a part hereof; and,

WHEREAS, a portion of the District's Territory is located within the unincorporated area of Lee County as of the date of this Agreement, said area being more particularly described on the attached Exhibit A-2, and also known and defined to be the District's Service Area hereunder, and,

WHEREAS, District is organized, in part, to provide water supply, treatment, storage, and distribution services and wastewater collection, treatment, and disposal service to the residents, property owners and its customers located in District's Territory; and,

WHEREAS, County owns and operates certain water supply, treatment, storage, transmission, and distribution facilities and wastewater collection, transmission,

treatment, and disposal facilities, all located outside the District's Territory (hereafter referred to as "County's System"); and,

WHEREAS, District and County entered into that certain Interlocal Agreement dated September 7, 1987, (Lee County Contract C870910) [which agreement is simultaneously hereto being repealed and replaced by this Agreement] (hereafter referred to as the "Bulk Water Sale Agreement") pursuant to which the County has been providing potable water to the District for resale by the District to residents, users and properties ("District's Customers") located within the District's Service Area; and,

WHEREAS, County desires to acquire District's wastewater treatment plant; and its associated lands for the purpose of operating and expanding the wastewater treatment plant; and,

WHEREAS, County and District desire to enter into interlocal agreements for the County to provide wholesale water and wastewater service to District and District's Customers at fair, reasonable, nondiscriminatory, and equitable rates in District's Service Area and to anticipate and meet District's and District's customers water and wastewater service requirements in the future; and,

WHEREAS, the County has agreed to provide the District with wholesale potable water and wholesale wastewater service at fair, reasonable, nondiscriminatory, and equitable rates; and,

WHEREAS, District and the County recognize that it is crucial that this Agreement provide for:

- i. adequate assurances that the County has the capacity and ability to provide the wholesale potable water supply, treatment, storage, and transmission

capacity to the Delivery Point and, the wholesale wastewater transmission, treatment, and disposal capacity from the wastewater Point of Connection, and reuse water services as defined herein necessary to meet District's and District's Customers present and future needs; and,

ii. in the event the County cannot provide adequate assurances of the ability to meet District's and District's Customers demands for water and wastewater service, the ability for District to provide or obtain such services from other sources, to obtain specified relief, to provide such water and wastewater services itself, and for District to have such other appropriate remedies as described herein; and,

WHEREAS, District has provided to County its initial 5 Year Plan (at times also referred to as the "Five Year Plan") as described and referenced in the Wholesale Wastewater Treatment Agreement referenced in Paragraph 1D below; and,

WHEREAS, the County has adopted Resolution Number 2003 - _____ making certain findings as required pursuant to the provisions of Section 125.3401, Florida Statutes; and,

WHEREAS, the District has adopted Resolution Number 2003 - _____ making certain findings as required pursuant to the provisions of Section 190.0125, Florida Statutes; and,

WHEREAS, by its execution of this Agreement the County represents and certifies that it has and will continue to have the capacity and ability to provide the wholesale potable water supply, treatment, storage, and transmission capacity and wholesale wastewater transmission, treatment, and disposal capacity and reuse water services within the District's Service Area necessary to meet District's and District's

Customer's present and future needs, including the needs indicated by the District's initial Five Year Plan;

NOW, THEREFORE, in consideration of the undertakings herein contained and assumed and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the District hereby covenant and agree as follows:

DEFINITIONS:

The following terms shall have the following meanings. All other terms not defined shall have their common and ordinary meaning.

WHOLESALE POTABLE WATER : Shall mean and refer to potable water provided to the District at the Point of Delivery and charged at rates reflecting the true and accurate actual cost(s) to the County, all as further defined in the Wholesale Potable Water Agreement as entered into by the parties hereto.

WHOLESALE WASTEWATER TREATMENT: Shall mean and refer to County's treatment and disposal of untreated wastewater provided by the District at the wastewater Point of Connection to the County as a utility and charged, at rates reflecting the cost(s) to the County of providing service based upon the cost determination provisions in the Wholesale Wastewater Agreement as entered into by the parties hereto.

GOVERNMENTAL STANDARDS: Shall mean and refer to existing and applicable standards and practices of the Florida Department of Environmental Protection, Florida Department of Health, Lee County Health Department, U.S. Environmental Protection Agency, South Florida Water Management District (hereafter referred to as "Water District"), all other governmental bodies having regulatory jurisdiction over water and wastewater services, and all applicable federal, state, and local laws, rules and regulations in connection with such matters, including but not limited to standards for water pressure and quality of service.

REUSE OR RECLAIMED WATER: Shall mean and refer to wastewater that has received the treatment established by applicable Governmental Standards as secondary treatment, filtration and high level disinfection prior to entering the reclaimed water system for public use.

1. COVENANT TO PURCHASE AND SELL, DESCRIPTION OF DISTRICT'S WASTEWATER TREATMENT FACILITY.

A. County shall buy from District, and District shall sell to County, the District's Wastewater Treatment Facility and site (as described on the attached Exhibit "B" and hereafter referred to as the "Facility") upon the terms, and subject to the conditions, set forth in this Agreement and in that certain Purchase and Sale Agreement For The Gateway Services Community Development District (GSD) Wastewater System Facilities, Site and Associated Lands, dated as of the date herewith, a which is incorporated herein by reference (the "Purchase and Sale Agreement").

B. In addition, within a period of ten (10) years from the date of the closing of the sale of the Facility, the District shall have the unilateral option to require the County to purchase the District's Wastewater Collection and Transmission System and the potable and reuse water transmission and distribution lines (the District's "System", as described on the attached Exhibit "C") upon the terms, and subject to the conditions, set forth in this Agreement and in the Purchase and Sale Agreement.

C. Simultaneous with the closing of the sale and purchase of the Facility pursuant to the Purchase and Sale Agreement the District and the County will enter into the Gateway Services Community Development District Interlocal Agreement (Wholesale Potable Water Service), hereinafter referred to as the "Wholesale Potable Water Agreement", in the form and content as the agreement attached hereto and made a part hereof as Exhibit "D".

D. Simultaneous with the closing of the sale and purchase of the Facility pursuant to the Purchase and Sale Agreement the District and the County will enter into the Gateway Services Community Development District Interlocal Agreement (Wholesale Wastewater Treatment and Reuse Water Service), hereinafter referred to as the "Wholesale Wastewater Agreement", in the form and content as the agreement attached hereto and made a part hereof as Exhibit "E".

2. Purchase Price.

A. As consideration for the purchase of the Facility, County shall pay to District, subject to the adjustments and prorations referenced in the Purchase and Sale Agreement, a total purchase price of Four Million Eight Hundred Eighty-Six Thousand Nine Hundred Seventy-Three Dollars (\$4,886,973.00), allocated as \$3,126,493.00 for the wastewater treatment facility and \$1,760,500.00 for the agreed upon real property (the "site").

B. Upon the exercise by the District of its option to sell to the County the District's System as outlined in the Purchase and Sale Agreement, the County shall pay to the District the additional consideration as provided for in the Purchase and Sale Agreement.

3. County Provision of Utility Service.

After closing of the sale and purchase by the County of the Facility, County shall provide to and District shall be provided wholesale wastewater treatment and disposal service and reuse water in the quantities and at the service levels required by District in accordance with the terms and conditions of the Wholesale Wastewater Agreement,

and shall operate and maintain the Facility in a manner consistent with best management practices so that none of the operation or activities of the Facility are offensive to the Gateway community or constitute a nuisance. After closing of the sale and purchase by the County of the Facility, County shall provide to and District shall be provided potable water service in the quantities and at the service levels required by District in accordance with the terms and conditions of the Wholesale Potable Water Agreement. Except as otherwise provided herein District shall be provided all potable water for use within the District's Service Area from the County.

4. Identity of County's Customer. Notwithstanding County's actions or any other term or condition of this Agreement, (except paragraph 1B hereof) the Wholesale Potable Water Agreement, the Wholesale Wastewater Agreement, or the Purchase and Sale Agreement (hereinafter collectively referred to as the "Agreements"), the District is County's only customer in District's Service Area. The parties acknowledge and agree that the current and future residential, commercial, industrial, governmental, multidwelling, and other types of water, wastewater, and wastewater reuse service consumers located in District's Service Area are District's Customers (hereafter collectively referred to as "District Customers" and singularly as a "District Customer"). District Customers are not County's customers and County shall neither seek nor obtain any District Customers as County customers, nor shall County serve, on any basis, any persons or properties within the District's Service Area.

5. Points of Delivery and Connection

Points of delivery of potable water from the County to the District, shall be as per the Wholesale Potable Water Agreement.

The Point of Connection of wastewater from the District to the County shall be as per the Wholesale Wastewater Agreement.

The Point of Connection of reuse water from the County to the District shall be as per the Wholesale Wastewater Agreement.

6. Availability of Service Capacity.

A. The County represents and assures the District that it shall maintain and expand its Systems so that the County will furnish the quantity and quality of water and wastewater service required under this Agreement, the Wholesale Potable Water Agreement and the Wholesale Wastewater Agreement. The County shall provide such services with the same level of service and care as all other users and customers of its integrated, unified utility system.

B. The County will expand the Facility and plant as needed in order to serve the needs of the existing and future developments and uses within the District, in accordance with this Agreement and the Wholesale Wastewater Agreement. The County commits to the District that it will expand the Facility in the three phases outlined and described on the attached Exhibit "F", during the time frames outlined and described in said Exhibit "F".

7. Ownership of District's System.

After the closing of the sale of the Facility, the District shall continue to Own, operate, repair and maintain all infrastructure, mains, lines, pipes, and other equipment of District's System, to include all District reuse water system components. The District shall operate and maintain District's System until and unless the District exercises the option in Paragraph 1B herein . District shall expand District's System within District's Service Area as it deems necessary and appropriate. All expansions of District's System by District shall remain the property of District. District shall retain the right to assess District Customers as necessary the appropriate fees, charges, and costs for installation, maintenance, operation, expansion of District's System and for debt service incurred in connection therewith.

8. Ownership of Facility. The Facility is as described on the attached Exhibit "G". County shall purchase and own the Facility. County shall operate and maintain the Facility in the manner provided herein and shall expand the Facility as necessary and appropriate and in accordance with the terms of the Agreements in order to provide the required service levels to District and District's Customers. Except as otherwise provided herein, all expansions of the Facility shall remain the property of County. County acknowledges that District has the right to require District approvals for expansion to the Facility, including but not limited to: architectural approval [which approval may contain requirements for landscaping, buffering, berming and odor and noise control], of all buildings and facilities to be constructed upon the Facility site, and all buildings and facilities to be constructed in District's Service Area, such approval not

to be unreasonably withheld by the District. In the event County requests the construction of facilities in District's Service Area, such facilities may be constructed only with District's prior written approval with such approval not to be unreasonably withheld by the District. County and District shall cooperate to allow construction of necessary infrastructure to connect the County's System to the Facility. County shall coordinate with the District requests for necessary easements or use of right-of-way for such connection of infrastructure between the County's System and the Facility, provided same is at no cost, expense or liability of the District. In the event County defaults, this Agreement expires or is otherwise terminated or concluded, ownership of all facilities constructed by or on behalf of County in District's Service Area shall be transferred to District and District shall pay County for such facilities in accordance with the procedures set forth in Paragraph 15.

9. Application of Rates and Charges.

County's rates, fees, and charges to District and District Customers, shall be fair, reasonable, non-discriminatory and equitable per County procedures, for its integrated, unified utility systems and as outlined in the Agreements.

The County shall be fair, reasonable, nondiscriminatory, just, equitable, and uniform in determining and enforcing classifications, categories, rates, fees, charges, rules and regulations in serving the District.

10. Annexation and Incorporation.

In the event that all or any portion of the property located within District's Service Area is incorporated or annexed into a municipality, this Agreement and the

Agreements shall remain in effect and District shall have the right to assign some or all of its rights and corresponding obligations under the Agreements to such other municipality.

11. Events of Default by County. The occurrence of any one or more of the following events shall constitute a default of the Agreements by County:

(a) The failure of County to take any action required by the Agreements or the taking of any action by County or the failure of County to refrain from taking any action contrary to the Agreements, but County shall have a ninety (90) day opportunity to cure pursuant to Paragraph 14 following County's receipt of written notice from District that District is of the opinion that County has acted contrary to the terms of the Agreements and specifying such contrary action;

(b) The inability or unwillingness of County to provide wholesale potable water service, wholesale wastewater treatment and disposal service, and wholesale reuse water service, or any of such services, in accordance with the requirements of the Agreements;

(c) The adoption or implementation of policies, ordinances, resolutions, or administrative practices that increase any of the water rates, fees, or charges, wastewater rates, fees, or reuse rates, fees or charges, to the District, or District Customers which are not in accordance with the terms of the Agreements including the County levying rates, fees or charges to the District or District Customers inconsistent with the Agreements or higher than the County approved rates, fees or charges as applied to other similarly classified County customers;

(d) Failure of County to provide potable water supply, treatment, storage, and transmission service or wastewater transmission, treatment, and disposal service, or reuse water distribution service, including but not limited to failure to comply with Governmental Standards, but County shall have a thirty (30) day opportunity to cure pursuant to Paragraph 14 following County's receipt of notice by District that County's service is not in conformance with what is required herein or by the Agreements;

(e) County's receipt of a notification by a governmental regulatory agency that all or any portion of County's System used to provide water service, wastewater service, or reuse water service, to the District or District Customers, is not in compliance with Governmental Standards, but County shall have a ninety (90) day opportunity to cure from the date of receipt pursuant to Paragraph 14;

(f) The denial, delay or postponement by the County of any necessary approvals, permits, certificates or the like to commence or complete building, approve occupancy or otherwise plan, permit, or develop property, for a District Customer or within the District's Service Area, due solely to an alleged lack of capacity by County or the alleged lack of compliance with Governmental Standards by County, but County shall have a forty-five (45) day opportunity to cure from the date of notification to County of such denial;

(g) the failure of the County to be in compliance with any term or provision of the Agreements and the failure of the County to cure said noncompliance within the applicable cure period provided in the Agreements.

(h) the failure of the County to timely construct and operate the expansion of the Facility as described on the attached Exhibit "F".

12. Additional Events of Default

The occurrence of any one or more of the following events by the County shall also constitute default of the Agreements:

(a) Failure of County to timely provide notice or the accompanying certifications that the County shall have the ability to provide the quantity and quality of wastewater treatment and disposal capacity and reuse service necessary to meet the present and future needs of District, including the needs indicated by the Five Year Plan in accordance with Governmental Standards, when the County either (i) owns and operates a wastewater treatment and disposal facility sufficient to meet the current and future needs of District, as set forth in the Five Year Plan, in accordance with Governmental Standards or (ii) has an approved, provably fundable plan to expand or improve, if necessary, County's wastewater treatment and disposal facility sufficient to meet the current and future needs of District, as set forth in the Five Year Plan, in accordance with Governmental Standards;

(b) District's receipt of notice from County that County cannot provide the quantity of wastewater treatment and disposal capacity and reuse service necessary to meet the current and future needs of District, as set forth in the Five Year Plan, in accordance with Governmental Standards and does not have an approved, funded plan to expand or improve County's wastewater treatment and disposal capacity or reuse

service to meet the current and future needs of District, as set forth in the Five year plan, in accordance with Governmental Standards and in a timely fashion;

(c) Failure by County to commence design, permitting, or construction of additional facilities or to make improvements to existing facilities in accordance with the dates specified by County in County's certification of ability to provide either water or wastewater service, but County shall have a ninety (90) day opportunity to cure from the date such completion was to have occurred pursuant to Paragraph 14;

(d) Failure by County to commence design, permitting, or construction of additional or expanded facilities or to make improvements to existing facilities in accordance with the dates specified in Exhibit "F", but County shall have a ninety (90) day opportunity to cure from the date such completion was to have occurred pursuant to Paragraph 14;

13. Events of Default by District. The occurrence of any one or more of the following events shall constitute a default of this Agreement by District:

(a) District's failure to timely pay its bills for service provided by County, but District shall have a thirty (30) day opportunity to cure following written notice from County;

(b) District's failure to provide its Five Year Plan(s) on a timely basis, but District shall have a ninety (90) day opportunity to cure following written notice by County pursuant to Paragraph 14; and

(c) Failure of District to take any action required by the Agreements or the taking of any action by District or the failure of District to refrain from taking any action contrary to the Agreements, but District shall have a ninety (90) day opportunity

to cure pursuant to Paragraph 14 following District's receipt of written notice from County that County is of the opinion that District has acted contrary to the terms of the Agreements and specifying such contrary action.

14. Opportunity to Cure. If an event of default provides an opportunity to cure, the party which is not in default because of the event (hereafter referred to as "Non-defaulting Party") shall not exercise any remedy set forth herein during the stated period to cure, said opportunity to cure commencing upon receipt of written notice of default, (a ninety (90) day period except for the thirty (30) day periods as set forth in Paragraph 11(d) and 13(a) so as to allow the party in default any applicable opportunity to cure. If any event of default cannot be reasonably cured within any applicable cure period, then that cure period shall be extended to such time that a reasonable cure can be completed, provided that the Party in default takes all lawfully available steps to cure within the original cure period and also submits to the Non-defaulting Party an outline as to how and when the cure shall be achieved and thereafter diligently pursues a cure. The Party in default may change or alter the outline of the cure's solution provided the Non-defaulting Party and the party in default shall meet not less than annually to review the situation and to revise the outline and proposals for the cure as may be necessary to achieve the cure.

Upon the expiration of the period to cure, the Non-defaulting Party may, pursue any remedy as permitted herein regardless of any ongoing or future opportunity to cure provided to the party in default in the Agreements; provided, however, in the event that County provides a notice of inability to provide water supply, treatment, storage, and transmission capacity or wastewater transmission, treatment, and disposal capacity, or

both, as set forth in Paragraphs 11(b) and 12(b), and County provides District with a Notice within thirty (30) days of its prior Notice of inability that despite such Notice of inability it can provide such service within twelve months after the date such service is required pursuant to the most recent Five Year Plan, District shall have the right to determine whether to allow County to provide such service in accordance with County's subsequent Notice of ability to serve within the herein referenced twelve month period or whether to exercise District's remedies for that portion of service County cannot provide as set forth in its certification or other notification and all projected additional demand thereafter.

15. District's Remedies. In the event that the County is in default under this Agreement or any of the Agreements, District may immediately terminate this Agreement and all or any of the Agreements, and exercise, in any combination or sequence, any one or more of the remedies set forth as follows:

(a) District may require the County to perform in accordance with the Agreements as follows:

i. Require specific performance of obligations of the County by court order (whenever the term "court" is utilized herein, the term shall refer to the appropriate state court of competent jurisdiction in Lee County, Florida);

ii. Enjoin the County by court order from violating its obligations pursuant to this Agreement or any of the Agreements; or

iii. Require the County to perform its obligations pursuant to this Agreement or any of the Agreements by court ordered extraordinary writ.

The County agrees that in the event litigation is initiated by the District under this Agreement or any of the Agreements, that it consents to and will not object to or contest any motions, requests or pleadings by the District to expedite any or all proceedings in said litigation, including, but not limited to: the setting of hearings for consideration of motions; discovery proceedings; setting hearing dates for requests or motions by the District for the appointment of a receiver or receivers; or the setting of trial date(s).

(b) District may pursue monetary damages from the County due to the Default excluding special and consequential damages.

(c) District or a new service provider may (i) provide water, wastewater and reuse water service, or any or all of such services(s) for the portion of the services required to be provided by the County under this Agreement that are in Default as determined by District ; and (ii) pursue, obtain and acquire any governmental authority or permit required to provide water and wastewater service, or either, then not being provided.

(d) In the event District prevails in its efforts to obtain any of the remedies it has available, it may require the County to pay its attorneys' fees and costs and in the event the County prevails in its defense of such efforts, the County may require District to pay its attorneys' fees and costs incurred in its defense.

(e) District may (i) accept a reduced quantity of service which County determines it can provide for a shorter period of time than provided for in this Agreement and (ii) recover from County all revenue charges previously paid for which service is not then being provided regardless of any applicable opportunity to cure;

(f) District may require County to provide a prescribed level of service available to the District on a permanent basis to the extent to which County certified its current and future ability to provide service to District in connection with the last Five Year Plan certified by County;

(g) District may require the County to provide service on a temporary basis for up to two (2) years from (i) the date of District's receipt of County's notice of inability to provide service or lack of an approved, funded plan or, (ii) in the event County fails to provide the notice or accompanying certification, the expiration of one hundred twenty (120) days following the submittal of the uncertified Five Year Plan. County shall provide such service sufficient to meet the current and future needs of District, to the extent to which County certified its current and future ability to provide service to District in connection with the last Five Year Plan certified by County. Such service shall be subject to the terms of the Agreements with respect to the setting and levying of rates, fees and charges;

(h) District may pursue and has the right to obtain some or all of the required service not then being provided by County from sources other than County, including, but not limited to municipalities, counties, or private utility providers and County agrees that it shall not contest, object to, litigate over, interfere with, or hinder such efforts. Specifically, County shall be precluded from raising any claim, that District may not legally provide service either directly or indirectly through sources other than County, and County waives and forgoes any claim that District is within County's wastewater or water service areas as defined by any statute, ordinance, rule, land use plan, comprehensive plan, or any other governmental agency;

(i) Notwithstanding the above provisions, if a default occurs at any time prior to the District exercising its option to sell the District's System to County per Paragraph 1b herein, District may undertake the planning, designing, permitting, construction and operation of its own wastewater collection, transmission, treatment, and disposal facilities, and water withdrawal, treatment, transmission and distribution system, including but not limited to necessary permits and approvals, treatment plants, and other related appurtenances, whether located inside or outside of District's Service Area, for the purpose of providing the necessary water service, wastewater service, or both to District's Service Area not being provided service by the County. County agrees that it shall not contest, object to, interfere with, or hinder such efforts;

(j) District or a new service provider may acquire any governmental authority or permit required to provide such necessary water and wastewater service, or either, not then being provided by the County.

(k) The parties recognize and agree that failure to construct facilities or otherwise plan, design, or provide facilities to meet District's Five Year Plan or failure to provide water or wastewater service otherwise in compliance with the terms of the Agreements, may result in irreparable injuries to District that may not be adequately redressed by a remedy at law. As such, County expressly waives any defense of an adequate remedy at law to any action brought by District to enforce, with reasonable notice to County through either specific performance, injunctive relief, or extraordinary writ, County's obligation to construct facilities to meet District's Five Year Plans and accompanying certifications or County's obligation to provide water and wastewater

service otherwise in compliance with the terms of the Agreements. County hereby consents to the expedition of any legal proceedings instituted by District seeking to compel performance of County's obligations. In the event District institutes litigation seeking such equitable or extraordinary relief, District shall be entitled, to petition for the appointment of a Receiver or Trustee to oversee County's performance of its obligations as set forth herein.

Any Receiver or Trustee shall not have any relationship or affiliation, past or present, with any of the parties to this Agreement and shall be granted all power and authority necessary to compel performance pursuant to the Agreements and may exercise all actions necessary to carry out its duties as granted by the Court in its order appointing such receiver or trustee. Any sums expended by District to acquire any other necessary site(s) and/or to construct facilities to provide services required by County's failure to provide service required by this Agreement, plus the actual interest expense incurred by District in connection with such funds, shall be recoverable by District from County upon the entry of an appropriate favorable final order by a court of competent jurisdiction. County will cooperate with District in obtaining any and all necessary permits for such construction, or siting of such additional facilities, or in connecting such facilities with County's existing facilities and in otherwise correcting County's default.

In the event District institutes litigation against County in accordance with the Agreements, and a final order is entered by the Trial Court in favor of District and County appeals such an order, County hereby agrees to waive its right to an automatic

stay of the final order, as provided pursuant to Fla. R. App. P. 9.310(b)(2), upon the following terms and conditions: a.) The parties shall immediately satisfy the terms of the appealed final order. Construction, planning, design or other necessary action shall be performed in accordance with the procedures set forth therein and under the supervision of the Court or the Court-appointed receiver. Such construction, planning, design or other action shall be undertaken without any prejudice to or waiver of County's right to proceed with its appeal; b.) In the event the final order is affirmed and it is determined that the construction, planning or design of additional facilities were required or that any other acts undertaken at District's directive were necessary or otherwise proper, then County shall be responsible for payment for all acts so affirmed by the Court; c.) If, in the event the order is reversed or it is determined that County was not in breach of the Agreements or obligated to construct additional facilities or otherwise take the action undertaken by District or the Receiver, then County shall only be responsible for the costs of that portion of the additional facilities or other activity, if any, which the Court determines County was obligated to perform, with any additional costs being paid by District (hereafter referred to as the "Excess Costs"). Such Excess Costs shall be repaid by County to District at such time as such excess additional facilities are required or used by County in order to meet any future District Five Year Plan.

District may, either at law or in equity, by suit, action, mandamus, or other proceeding, protect and enforce any and all rights granted hereunder and may enforce and compel the performance of all duties required by this part to be performed by

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County, including the fixing, charging, and collection of rates, fees, and charges for the use of services furnished thereby.

In the event the County fail or refuse to promptly and fully perform any of its obligations with respect to the setting of rates, fees, and charges to be levied and imposed, District shall be entitled to perform a cost of service study, and County shall cooperate in District's preparation of such a study, to determine County's cost of providing service to District, so as to determine the rates, fees and charges by County for service. District shall have the opportunity to present the cost of service study and any other documentation, data, analysis, witnesses or opinions to County in its rate-setting deliberations or any other forum or deliberation wherein County undertakes to set, fix or revise rates, fees and charges to be collected by County from the customers of its system, to include the District, for provision of service and County shall consider the cost of service study and all other documentation and positions put forth by District and any other customers of the County's system in reaching its decision. District shall further have the right to question, cross-examine and elicit testimony from County and/or its agents with respect to any presentation or documentation made to County as to the setting, fixing or revising of such rates, fees and charges.

16. County's Remedies.

In the event the County determine that District is in default of the Agreements, the County may exercise any one or more of the following remedies:

- (a) the County may require District to perform in accordance with the Agreements as follows:

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- i. Require specific performance of obligations of District by court order;
- ii. Enjoin District by court order from violating its obligations pursuant to the Agreements; or
- iii. Require District to perform its obligations pursuant to the Agreements by court ordered extraordinary writ.

(b) In the event the County prevail in its efforts to obtain any of the above remedies, they may require District to pay their attorneys' fees and costs and in the event District prevails in its defense of such efforts, District may require the County to pay its attorneys' fees and costs incurred in its defense.

17. Notices. All notices shall be in writing and delivered by either hand delivery, overnight delivery or certified mail, return receipt requested, addressed to County, and District as follows:

To County: County Manager, Lee County
P O Box 398
Ft. Myers, FL 33902

With copies to: County Attorney, Lee County
P O Box 398
Ft. Myers, FL 33902

To District: James P. Ward, District Manager
G. L. Moyer and Associates
210 N. University Drive
Coral Springs, Florida 33071

With copies to: Anthony P. Pires, Jr.
Woodward, Pires & Lombardo, P.A.
3200 North Tamiami Trail, Suite 200
Naples, Florida 34103

or at such other place and to such other persons as may be hereafter designated in writing. Such notices shall be deemed given whether it has been accepted by the addressees or refused by the addressee.

18. Modification. No change or modification of this Agreement shall be valid or binding upon the parties hereto, nor shall any waiver of any term or condition hereof be deemed a waiver of such term or condition in the future, unless such change, modification, or waiver be in writing signed by the parties hereto.

19. No Waiver. No waiver of any breach of or default under any term, condition, or provision of this Agreement shall be deemed a waiver of such term, condition, or provision or of any subsequent breach or default of any kind. No delay or omission to exercise any right or power accruing upon any breach or default shall impair such right or power or be construed to be a waiver of any such breach or default or an acquiescence therein.

20. Term of This Agreement. This Agreement shall commence on the date that it is fully executed by the parties and shall terminate on September 30, 2033. Provided however, and notwithstanding the foregoing, this Agreement shall be automatically extended for successive thirty (30) year terms, concurrent with the extended terms of the Wholesale Potable Water Agreement or the Wholesale Wastewater Agreement, upon the extension of said agreements. Provided further however that this Agreement shall terminate at an earlier date upon failure of the parties hereto to close the purchase and sale of the Facility under the Purchase and Sale Agreement.

21. Renewal of this Agreement. This Agreement may also be extended or renewed by mutual consent of the Parties.

In the event this Agreement is not renewed, District and County each reserve their respective claims as to service area and rights as provider of water and wastewater service within their claimed service areas.

22. Severability. In the event that a court of competent jurisdiction at any time determines that a particular provision or provisions of this Agreement are invalid, void, or otherwise unenforceable, such provision or provisions shall be severable from the remainder of this Agreement and the remaining provisions shall be upheld and enforced except as provided herein. If the Agreement, in toto, or those provisions with respect to then or future rates is deemed unenforceable, then the parties are released from all future obligations under the Agreement; provided, however, that District and County each reserve their respective claims as to service area and rights as provider of water and wastewater service within their claimed service areas except as provided herein with respect to challenges initiated by District or County.

In the event the City of Fort Myers initiates a legal challenge to the enforceability of the Agreements, or provisions with respect to structure and calculation of the rates and charges, or otherwise takes the position that the Agreements or the provisions with respect to structure and calculation of rates and charges is or are unenforceable, then the County shall be precluded from claiming that District or District Customers are within the County's service area for purposes of providing water service, wastewater service, or both. In the event that District or any third party, excluding any customer of the County, initiates a legal challenge to the enforceability of the Agreements or the

provisions with respect to the structure and calculation of rates and charges, and a court of competent jurisdiction determines that the Agreements, in toto, or provisions as to rates and charges are unenforceable, the County and District may reassert and maintain its claims as to service area and rights as provider of water and wastewater service within its claimed service areas. In any event, the Agreements shall not be considered a presumption that District is within the County's service area or that District is not within the County's service area.

23. Alternate Non-Potable Water Source. District and District Customers may construct or use wells, ponds, lakes, or other sources of water for the purposes of obtaining non-potable water for construction, irrigation, or fire protection. However, District shall be responsible for acceptance and proper disposal of all reuse water it receives from the Facility through its reuse system. The County shall not charge the District for the use of such reuse water in accordance with the terms of the Wholesale Wastewater Agreement.

24. Transition.

At the closing, County and District will take the following actions concurrently:

(a) District and County shall, at least three (3) business days prior to closing read the District master meter with County to establish a starting number for billing purposes.

(b) Each party shall deliver to the other such other reasonable

documents and take such other reasonable actions as necessary to effectuate the terms of the Agreement.

25. Miscellaneous.

(a) Except as to the agreements referenced on the attached Exhibit "H" this Agreement supersedes all previous agreements or representations either oral or written heretofore in effect between and among District and the County and made with respect to matters contained herein, and when duly executed constitutes the complete agreement between District and the County regarding these matters.

(b) The provisions of the Agreements shall not be construed as establishing a precedent in connection with the amount of fees, charges, contributions, or other payments to be made by any other customer of the County.

(c) Notwithstanding any provision of this Agreement to the contrary, this Agreement does not and shall not preclude the County or District from appearing publicly before the other's respective governing body to discuss any aspect of this Agreement or either party's performance thereunder, or to present any proposals relating thereto.

(d) The headings used in the paragraphs of this Agreement are solely for the convenience of the parties, and the parties agree that they shall be so construed in the construction of this Agreement.

(e) The signature of the persons to this Agreement shall be deemed an official representation that he or she has the power and authority to bind any person, corporation, partnership, or governmental agency for which he or she purports to act.

(f) This Agreement was made and executed in Lee County, Florida, and shall be interpreted, construed, and enforced in accordance with the laws of the State of Florida.

(g) Whenever the context permits, singular shall include plural and one gender shall include both.

(h) This Agreement shall inure to the benefit of and be binding upon the respective representatives, successors, and lawful assigns of the parties hereto.

(i) This Agreement and the exhibits attached hereto have been negotiated at arm's length by the County and District, and the parties mutually agree that for the purpose of construing the terms of this Agreement, or said exhibits, neither party shall be deemed responsible for the authorship thereof.

ATTEST
Charlie Green, Clerk of Courts

LEE COUNTY, FLORIDA

By: _____
Print: _____

By: _____
Print: _____

ATTEST

GATEWAY SERVICES DISTRICT

Print _____

By: _____
Print _____
Chairman, Board of Supervisors

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

OFFICE OF THE COUNTY ATTORNEY

BY: _____
COUNTY ATTORNEY

DISTRICT COUNSEL

EXHIBIT LIST

ACQUISITION AND UTILITY SERVICE PROVISION AGREEMENT

<u>EXHIBIT</u>	<u>DOCUMENT/ITEM</u>
A	Legal Description of District
A-2	Unincorporated Portion of District
B	Purchase and Sale Agreement for the Gateway Services Community Development District Wastewater System
C	Description of District's Wastewater Collection and Transmission System
D	Wholesale Potable Water Agreement
E	Wholesale Wastewater Agreement
F	Phased Expansion Plan
G	Description of Wastewater Treatment Facility and Site
H	List of Agreements Not Superseded

42F GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT

CHAPTER 42F-1 GATEWAY SERVICES DISTRICT

42F-1.001 Creation.
42F-1.002 Boundary.
42F-1.003 Supervisors.

42F-1.001 Creation.

The Gateway Services Community Development District is hereby created.

Specific Authority 120.53(1), 190.005 FS. Law Implemented 190.005 FS. History—New 5-22-86, Amended 7-29-02.

42F-1.002 Boundary.

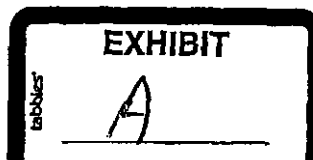
The boundaries of the district are as follows:

DESCRIPTION OF A PARCEL OF LAND LYING IN
SECTION 35, TOWNSHIP 44 SOUTH RANGE 25 EAST,
AND SECTIONS 1, 2, 3, 11 AND 12 TOWNSHIP 45 SOUTH, RANGE 25 EAST,
AND SECTION 31, TOWNSHIP 44 SOUTH, RANGE 26 EAST,
AND SECTIONS 5, 6, 7, 8, 17, 18 AND 19, TOWNSHIP 45 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA
(NEW DISTRICT BOUNDARY)

PARCEL "A"

A TRACT OR PARCEL OF LAND LYING IN SECTION 35 TOWNSHIP 44 SOUTH, RANGE 25 EAST, SECTIONS 1, 2, 11 AND 12, TOWNSHIP 45 SOUTH, RANGE 25 EAST; SECTION 31, TOWNSHIP 44 SOUTH, RANGE 26 EAST AND IN SECTIONS 5, 6, 7, 8, 17, 18 AND 19, TOWNSHIP 45 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 35 RUN N 00°47'42" W ALONG THE WEST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION FOR 2643.18 FEET TO THE QUARTER CORNER ON THE WEST LINE OF SAID SECTION; THENCE RUN N 00°43'47" W ALONG THE WEST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION FOR 1361.42 FEET; THENCE RUN N 35°45'29" E FOR 947.82 FEET; THENCE RUN N 56°15'44" E FOR 690.61 FEET TO THE SOUTH LINE OF THE COLONIAL BOULEVARD RIGHT-OF-WAY (STATE ROAD 884) (250 FEET WIDE); THENCE RUN S 89°38'27" E ALONG SAID SOUTH LINE FOR 539.91 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 89°38'27" E ALONG SAID SOUTH LINE FOR 2224.05 FEET TO AN INTERSECTION WITH THE WEST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION; THENCE RUN S 02°16'01" E ALONG SAID WEST LINE FOR 1168.38 FEET TO THE SOUTHWEST CORNER OF SAID FRACTION; THENCE RUN N 89°54'24" E ALONG THE SOUTH LINE OF SAID SECTION FOR 1324.86 FEET TO THE SOUTHEAST CORNER OF SAID FRACTION; THENCE RUN S 03°20'25" E FOR 1284.37 FEET TO THE QUARTER CORNER ON THE EAST LINE OF SAID SECTION; THENCE RUN S 00°01'59" E ALONG SAID EAST LINE FOR 2635.65 FEET TO THE NORTHWEST CORNER OF SAID SECTION 1; THENCE RUN N 89°28'42" E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 1 FOR 2642.98 FEET TO THE QUARTER CORNER ON SAID NORTH LINE; THENCE RUN S 89°57'06" E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 1 FOR 2523.38 FEET TO THE NORTHEAST CORNER OF SAID SECTION; THENCE RUN N 00°57'01" W ALONG THE WEST LINE OF SAID SECTION 31 FOR 2644.12 FEET TO THE QUARTER CORNER ON SAID WEST LINE; THENCE RUN N 00°35'02" W ALONG SAID WEST LINE OF SAID SECTION 31 FOR 1705.47 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY LINE OF IMMOKALEE ROAD (STATE ROAD 82) (200 FEET WIDE); THENCE RUN S 46°07'29" E ALONG SAID SOUTHWESTERLY LINE FOR 6215.51 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 31; THENCE CONTINUE S 46°07'29" E ALONG SAID SOUTHWESTERLY LINE FOR 1227.27 FEET TO AN INTERSECTION WITH A LINE COMMON TO SAID SECTIONS 5 AND 6; THENCE CONTINUE S 46°07'29" E ALONG SAID SOUTHWESTERLY LINE FOR 1535.36 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE ALONG THE ARC OF A CURVE TO THE LEFT OF RADIUS 5824.88 FEET (DELTA 18°13'21") (CHORD BEARING S 55°14'10" E) (CHORD 1844.76 FEET) FOR 1852.55 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHWESTERLY LINE S 64°20'50" E FOR 22.21 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE WEST HALF (W 1/2) OF SAID SECTION 5; THENCE RUN S 00°06'33" E ALONG SAID EAST LINE FOR 2271.81 FEET TO THE QUARTER CORNER COMMON TO SAID SECTIONS 5 AND 8; THENCE RUN S 01°02'00" E ALONG THE EAST LINE OF THE WEST HALF (W 1/2) OF SAID SECTION 8 FOR



3028.35 FEET; THENCE RUN N 89°33'57" E FOR 605.03 FEET; THENCE RUN S 01°02'02" E FOR 1800.10 FEET; THENCE S 89°33'57" W FOR 605.03 FEET; THENCE RUN S 01°02'00" E FOR 500.03 FEET TO THE QUARTER CORNER COMMON TO SAID SECTIONS 8 AND 17; THENCE RUN S 01°00'12" E ALONG THE EAST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 17 FOR 926.76 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF A FLORIDA POWER & LIGHT COMPANY SUBSTATION SITE AS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORD BOOK 1606 AT PAGE 1286, LEE COUNTY RECORDS; THENCE RUN N 37°57'04" W ALONG SAID NORTHEASTERLY LINE FOR 361.70 FEET; THENCE RUN S 52°02'56" W ALONG THE NORTHWESTERLY LINE OF SAID SITE FOR 361.70 FEET; THENCE RUN S 37°57'04" E ALONG THE SOUTHWESTERLY LINE OF SAID SITE FOR 741.48 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY LINE OF DANIELS ROAD EXTENSION (200 FEET WIDE) AS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORD BOOK 1644 AT PAGE 1739, LEE COUNTY RECORDS; THENCE RUN N 68°38'13" E ALONG SAID NORTHWESTERLY LINE FOR 64.84 FEET TO AN INTERSECTION WITH SAID EASTERLY LINE OF SAID NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 17; THENCE RUN S 01°00'12" E ALONG SAID EAST LINE FOR 1238.52 FEET TO THE SOUTHEAST CORNER OF SAID FRACTION; THENCE RUN S 89°30'38" W ALONG THE SOUTH LINE OF SAID FRACTION AND A NORTH LINE OF THE SOUTHWEST FLORIDA REGIONAL AIRPORT FOR 2110.83 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY LINE OF SAID DANIELS ROAD EXTENSION; THENCE RUN S 54°00'05" W THROUGH SAID SECTIONS 17, 18, AND 19 ALONG THE SOUTHEASTERLY LINE OF A ROAD RIGHT-OF-WAY (200 FEET WIDE) FOR 7032.17 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID SECTION 19; THENCE RUN N 00°55'36" W ALONG SAID WEST LINE FOR 1477.45 FEET TO THE NORTHWEST CORNER OF SAID SECTION; THENCE RUN N 00°54'13" W ALONG THE WEST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 18 FOR 2643.95 FEET TO THE QUARTER CORNER OF SAID WEST LINE; THENCE RUN N 00°39'39" W ALONG THE WEST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 18 FOR 2647.35 FEET TO THE NORTHWEST CORNER OF SAID SECTION; THENCE RUN N 00°57'26" W ALONG THE WEST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 7 FOR 2645.34 FEET TO THE QUARTER CORNER COMMON TO SAID SECTIONS 7 AND 12; THENCE RUN S 89°55'12" W ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 12 FOR 2524.67 FEET TO THE WEST LINE OF THE EAST 2524.14 FEET OF SAID NORTHEAST QUARTER (NE 1/4); THENCE RUN N 01°05'33" W ALONG SAID WEST LINE FOR 2646.07 FEET TO THE SOUTH LINE OF SAID SECTION 1; THENCE RUN S 89°56'14" W ALONG SAID SOUTH LINE FOR 2663.19 FEET TO THE SOUTHWEST CORNER OF SAID SECTION, PASSING THROUGH THE QUARTER CORNER ON THE SOUTH LINE OF SAID SECTION AT 69.26 FEET; THENCE RUN S 89°03'50" W ALONG THE SOUTH LINE OF SAID SECTION 2 FOR 3096.18 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY OF PROPOSED TREELINE BOULEVARD; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING BEARING AND DISTANCES: THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2625.00 FEET (DELTA 29°13'02") (CHORD BEARING S 15°09'16" W) (CHORD 1324.12 FEET) FOR 1338.58 FEET TO A POINT OF TANGENCY; THENCE RUN S 29°45'46" W FOR 618.63 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1487.50 FEET (DELTA 28°50'26") (CHORD BEARING S 15°20'33" W) (CHORD 740.87 FEET) FOR 748.75 FEET TO A POINT OF TANGENCY; THENCE RUN S 00°55'22" W FOR 166.10 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 11; THENCE RUN S 88°33'56" W ALONG SAID LINE FOR 125.11 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY OF PROPOSED TREELINE BOULEVARD; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING BEARING AND DISTANCES: THENCE RUN N 00°55'22" E FOR 171.23 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1612.50 FEET (DELTA 28°50'26") (CHORD BEARING N 15°20'33" E) (CHORD 803.13 FEET) FOR 811.67 FEET TO A POINT OF TANGENCY; THENCE N 29°45'46" E FOR 618.63 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2500.00 FEET (DELTA 33°36'51") (CHORD BEARING N 12°57'22" W) (CHORD 1445.75 FEET) FOR 1466.69 FEET TO A POINT OF TANGENCY; THENCE N 03°51'03" W FOR 959.31 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2800.06 FEET (DELTA 10°24'15") (CHORD BEARING N 01°21'04" E) (CHORD 507.76 FEET) FOR 508.45 FEET TO A POINT OF TANGENCY; THENCE N 06°33'12" E FOR 1166.54 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1000.00 FEET (DELTA 43°02'49") (CHORD BEARING N 14°58'12" W) (CHORD 733.76 FEET) FOR 751.31 FEET TO A POINT OF TANGENCY; THENCE N 36°29'36" W FOR 266.36 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2000.00 FEET (DELTA 37°40'00") (CHORD BEARING N 17°39'36" W) (CHORD 1291.27 FEET) FOR 1314.81 FEET TO A POINT OF TANGENCY; THENCE N 01°10'24" E FOR 245.33 FEET; THENCE S 89°25'36" W LEAVING SAID WEST LINE FOR 114.67 FEET TO A POINT ON THE EAST LINE OF TREELINE BOULEVARD (TO BE RE-ALIGNED) AS DESCRIBED IN OFFICIAL RECORD BOOK 1529 BEGINNING AT PAGE 412 OF THE PUBLIC RECORDS OF LEE COUNTY; THENCE N 00°02'17" W FOR 68.31 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SECTION 34, TOWNSHIP 44 SOUTH, RANGE 25 EAST; THENCE N 01°00'06" W ALONG SAID EAST LINE OF TREELINE BOULEVARD (TO BE RE-ALIGNED) FOR 2642.68 FEET; THENCE N 00°58'02" W ALONG SAID EAST LINE OF TREELINE BOULEVARD (TO BE RE-ALIGNED) FOR 1048.01 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1050.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS S 47°49'01" E; SAID POINT ALSO BEING ON THE EAST LINE OF A ROAD RIGHT-OF-WAY AS

DESCRIBED IN OFFICIAL RECORD BOOK 2581 BEGINNING AT PAGE 4060 OF THE LEE COUNTY RECORDS; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1050.00 FEET (DELTA 41°49'26") (CHORD BEARING N 21°16'16" E) (CHORD 749.56 FEET) FOR 766.46 FEET TO A POINT OF TANGENCY; THENCE N 00°21'33" E ALONG SAID EAST LINE FOR 721.50 FEET; THENCE N 45°21'33" E FOR 42.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,390 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN)

BEARINGS ARE BASED ON THE NORTH LINE OF SECTION 10, TOWNSHIP 45 SOUTH, RANGE 25 EAST AS BEARING S88°57'32"W.

TOGETHER WITH:

DESCRIPTION
SECTION 3, TOWNSHIP 45 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

PARCEL "B"

A TRACT OR PARCEL OF LAND LYING IN SECTION 3, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA WHICH TRACT OR PARCEL IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 3 RUN N 88°37'17" E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 3 FOR 2477.68 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 75 (I-75) (STATE ROAD NO. 93) (324 FEET WIDE) AND THE POINT OF BEGINNING; THENCE RUN S 14°49'52" E ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR 677.94 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 3; THENCE RUN S 00°49'05" E ALONG SAID EAST LINE FOR 1299.77 FEET TO THE NORTHWEST CORNER OF THE WEST HALF (W 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION; THENCE RUN N 88°12'52" E ALONG THE NORTH LINE OF SAID FRACTION FOR 323.06 FEET TO AN INTERSECTION WITH SAID WESTERLY LINE OF STATE ROAD NO. 93; THENCE RUN S 14°49'52" E ALONG SAID WESTERLY LINE FOR 2.67 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID FRACTION; THENCE RUN S 00°37'05" E ALONG SAID EAST LINE FOR 650.21 FEET TO THE SOUTHEAST CORNER OF SAID FRACTION; THENCE RUN N 88°09'46" E ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 3 FOR 163.88 FEET TO AN INTERSECTION WITH SAID WESTERLY RIGHT-OF-WAY LINE; THENCE RUN S 14°49'52" E ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR 1474.99 FEET TO A POINT OF CURVATURE; THENCE RUN SOUTHERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 22800.31 FEET (CHORD BEARING S 13°33'28" E) (CHORD 1013.23 FEET) (DELTA 02°32'47") FOR 1013.31 FEET TO A POINT ON A NON-TANGENT LINE; THENCE RUN N 82°23'52" W FOR 122.32 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE RUN NORTHERLY ALONG AN ARC OF A CURVE TO THE LEFT OF RADIUS 22685.31 FEET (CHORD BEARING N 13°36'38" W) (CHORD 966.55 FEET) (DELTA 02°26'29") FOR 966.63 FEET TO A POINT OF TANGENCY; THENCE RUN N 14°49'52" W FOR 542.01 FEET TO A POINT OF CURVATURE; THENCE RUN NORTHWESTERLY ALONG AN ARC OF A CURVE TO THE LEFT OF RADIUS 250.00 FEET (CHORD BEARING N 54°04'24" W) (CHORD 316.30 FEET) (DELTA 78°29'05") FOR 342.45 FEET TO A POINT OF TANGENCY; THENCE RUN S 86°41'03" W FOR 1133.06 FEET; THENCE RUN N 02°10'37" W FOR 387.06 FEET; THENCE RUN N 87°40'37" W FOR 838.00 FEET; THENCE RUN N 01°19'23" E FOR 243.00 FEET; THENCE RUN S 88°09'46" W FOR 190.18 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY LINE OF SIX MILE CYPRESS PRESERVE, AS RECORDED IN OFFICIAL RECORD BOOK 1741 AT PAGE 1241 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING THIRTEEN (13) COURSES ALONG SAID SOUTHEASTERLY LINE;

N 15°42'08" E FOR 184.34 FEET;
N 20°55'23" E FOR 222.23 FEET;
N 45°09'19" E FOR 183.23 FEET;
N 31°07'36" E FOR 305.01 FEET;
N 32°55'08" E FOR 155.78 FEET;
N 17°03'28" E FOR 110.45 FEET;

N 26°26'47" E FOR 300.81 FEET;
N 18°42'17" E FOR 150.86 FEET;
N 04°51'19" W FOR 340.19 FEET;
N 12°09'34" E FOR 251.79 FEET;
N 27°12'34" E FOR 210.15 FEET;
N 14°53'31" E FOR 323.53 FEET;
N 35°18'42" E FOR 275.49 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 3; THENCE RUN N 88°37'17" E ALONG SAID NORTH LINE FOR 530.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 111.14 ACRES, MORE OR LESS.

TOTAL AREA FOR BOTH PARCELS 4,501.14 ACRES, MORE OR LESS.

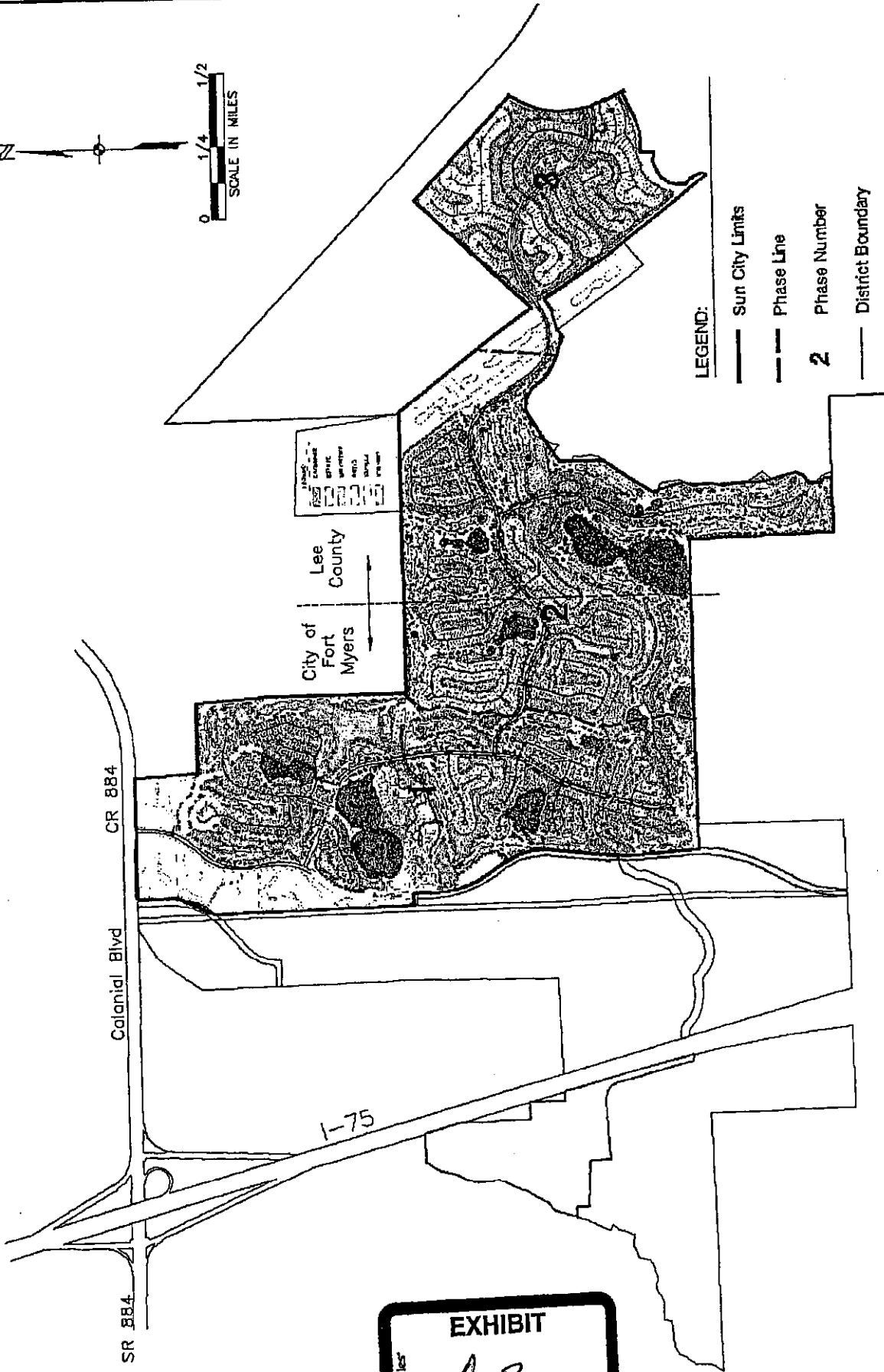
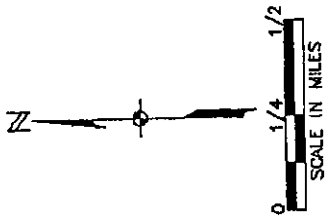
BEARINGS HEREINABOVE MENTIONED ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 3 TO BEAR N 88°37'17" W WHICH BEARING IS DERIVED FROM PLANE COORDINATE FOR THE FLORIDA WEST ZONE (1979 ADJUSTMENT).

Specific Authority 120.53(1), 190.005, 190.046 FS. Law Implemented 190.004, 190.005, 190.046 FS. History--New 5-22-86, Amended 7-29-02, 11-12-02.

42F-1.003 Supervisors.

The following five persons are designated as the initial members of the Board of Supervisors: Steven R. Whitley, Roger G. Nooe, Andre J. Patrone, Douglas Brown, and W. Harmon Turner.

Specific Authority 120.53(1), 190.005 FS. Law Implemented 190.005, 190.006 FS. History--New 5-22-86.



Lee County
City of Fort Myers

LEGEND:

- Sun City Limits
- - - Phase Line
- 2 Phase Number
- District Boundary

EXHIBIT
A-2

JOHNSON
ENGINEERING

2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (941) 334-0046
FAX (941) 334-3661
E.B. #642 & L.B. #642

Sun City Center
Fort Myers, Florida

Land Use Map

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
04/05/02	20023085		As Shown	Fig 3

**Description of Gateway Services Community Development
District Water System and Sewer System**

The Gateway water system is a dual pipe system with dedicated lines for potable water and separate dedicated lines for irrigation water. Irrigation water is a mixture of treated wastewater effluent and groundwater mixed together. The pipes run parallel to each other and generally follow the main and subdivision roadways right-of-ways. Each residential lot has it's own water and irrigation meters with some master meters installed on the multi-family parcels. Potable water is supplied to Gateway through a master meter located at the southwest corner of Gateway along Daniels Parkway. Line sizes range from 4" up to 24".

The Gateway sewer system is made up of gravity collection lines which are connected into wastewater pump stations (both area wide and master stations). The pump stations are connected to the wastewater treatment plant at the utility site with pressure force mains. The gravity lines range in size from 4" up to 12" and are generally installed down the center of the roadways. The force mains are sized from 4" up to 20" and run within the roadway right-of-ways or easements. The pump stations are of the submersible type with dual pumps and slide rails.

EXHIBIT C

Gateway Wastewater Treatment Plant Proposed Expansion

The existing Gateway Service District (GSD) Wastewater Treatment Plant has a design capacity of 1.0MGD and a permitted capacity of 0.6 MGD. Lee County is proposing to purchase the existing facility from GSD and expand the plant in order to serve the existing and future developments within the area called the Airport Sewer District. The Airport service area is located to the south of Colonial Blvd., east of I-75, north of Alico Rd. and west of SR 82.

The proposed plant expansion will be completed in three phases described as follows:

Phase I: This phase will increase the treatment capacity to the plant by an additional 2.0 MGD. The design required for this phase of the project will commence immediately after the acquisition of the existing facility and its construction completion is expected to be by the end of 2004. The improvements on this phase consist of the addition of the following plant components.

- Pre-Treatment facility
- Odor control system
- Mechanical room
- Two digesters
- Two Sequential Batch Reactors Basins (SBR)
- Filtration system
- Chlorine contact basin
- Chemical addition and storage facility

Phase II: This phase will expand the plant capacity by an additional 2 MGD for a total of 5 MGD. The design required for this phase of the project will commence on 2006 and its construction completion is expected to be by the end of 2008. The improvements on this phase consist of the addition of the following plant components.

- Mechanical room expansion
- One digesters
- Two additional Sequential Batch Reactors Basins (SBR)
- Filtration system additions
- Chlorine contact basin additions
- Administration building
- Deep injection well

Phase III: This phase will expand the plant capacity by an additional 2 MGD for a total of 6 MGD. The design required for this phase of the project will commence on 2008 and its construction completion is expected to be by the end of 2012. The improvements on this phase consist of the addition of the following plant components.

- Mechanical room expansion
- One digesters
- Two additional Sequential Batch Reactors Basins (SBR)



- Filtration system additions
- Chlorine contact basin additions
- 5 MG capacity effluent reuse tank

Description of Wastewater Treatment Plant and Site

The Gateway Utility Site consists of a 47-acre parcel located adjacent to the District Soccer fields in the southeast portion of Gateway. The parcel is subject to an FP&L power line easement with a major transmission line running through it. The site contains the wastewater treatment plant consisting of a 1.0 MGD (currently operated as a 0.5 MGD) facility, a 2.0 MG effluent ground storage tank, high service irrigation pumps and pressure tank, evaporation/percolation and substandard storage ponds, irrigation wells and wellheads, associated electrical systems, access roads, fencing and buffering, the GSD office and the landscaping maintenance building. The site is cleared and maintained.

EXHIBIT 6

**PURCHASE AND SALE AGREEMENT FOR THE
GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT (GSD)
WASTEWATER SYSTEM
FACILITIES, SITE AND ASSOCIATED LANDS**

THIS AGREEMENT for the purchase and sale of certain real property interests and improvements, is made on this ____ day of _____, 2003, by and between **LEE COUNTY**, a political subdivision of the State of Florida ("Buyer" or "County") and **GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT**, a Chapter 190, Florida Statutes, Special Services District ("Seller" or "District"), collectively, the "Parties" hereto.

WHEREAS, the Parties wish to enter into a Purchase and Sale Agreement for the Buyer's purchase of the Seller's real property interests and certain improvements to real property consisting of wastewater system infrastructure, real property in fee, easements, treatment facility site and associated lands commonly known as the Gateway Services Community Development District (GSD) Wastewater Treatment Plant and Site ("Facility") located within Lee County and as more particularly described on the attached Exhibit "A"; and,

WHEREAS, Buyer has adopted Resolution Number 2003-____ making certain findings as required pursuant to the provisions of Section 125.3401, Florida Statutes; and,

WHEREAS, Seller has adopted Resolution Number 2003-_____ making certain findings as required pursuant to the provisions of Section 190.0125, Florida Statutes; and,

WHEREAS, the sale of the Facility to the Buyer serves a public purpose, and is to the public's benefit; and,

WHEREAS, the District and the County agree that the Facility site is zoned and suitable for the expansion of the wastewater treatment facility to a maximum of 6 million gallons per day (MGD) capacity, expressed on a maximum consecutive three (3) month average daily flow basis.

NOW THEREFORE, and in consideration of the above, Ten Dollars (\$10.00), other good and valuable consideration hereinafter recited, and the mutual promises as herein made, the sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. The Seller agrees to sell, and the Buyer agrees to purchase, with conveyance to be by Warranty Deed, the Facility, located within Section 8, Township 45S, Range 26E, Lee County, Florida, and as more particularly described in Composite Exhibit "A" attached hereto.

2. In addition, from the date of this Agreement through September 30, 2012 the Seller has the option to sell, and the Buyer agrees to buy upon being offered by Seller, all of Seller's water and wastewater utility assets and improvements (including water distribution system, wastewater collection system and reuse water distribution

system, buildings and associated lands), commonly known as the Gateway Services Community Development District (GSD) Water System and Sewer System ("Systems"), located within the unincorporated portion of GSD, as of the date of this Agreement, in Sections 5, 6, 7,8, 18 and 19, Township 45S, Range 26E, Lee County, Florida, and as more particularly described in Composite Exhibit "B". Upon being offered the Systems, the Buyer shall purchase the Systems at a purchase price calculated in accordance with the Debt Capacity Formula described in composite Exhibit "I", along with the terms and conditions of this Agreement outlined below with the conveyance to occur by Bill of Sale. The Seller is under no obligation to exercise this option, but shall provide a minimum of twelve (12) months written notice to the Buyer prior to exercising this option.

3. The Parties agree to coordinate the date of closing of the sale of the Facility so as to coordinate the closing with the refinancing of the existing bonds of Seller as described on the attached Exhibit "C ", but in no event no later than _____, 2003, at which time of closing, the Buyer agrees to pay to the Seller, the principal sum of \$4,886,973.00 (Four Million Eight Hundred Eighty-six Thousand Nine Hundred Seventy Three Dollars) as the complete and full purchase price for the acquisition of the Facility. Payment of the above stated purchase price less any adjustments, deposits or earnest money payments shall be by County warrant to be paid at closing. Buyer shall pay all recording costs associated with the recording of documents necessary to close the transaction, and Buyer shall pay all documentary stamp taxes on the Warranty

Deed. Buyer and Seller shall pay the allocated portion of closing costs outlined on the attached Schedule 1. Within ten (10) business days from the date of the execution of this Agreement by Buyer, the Buyer shall deliver to an Escrow Agent agreed upon by the Parties, an earnest money deposit of five percent (5%) of the purchase price in the amount of \$244,348.65. An additional earnest money deposit of \$244,348.65 shall be delivered to Escrow Agent within five (5) calendar days of receipt of the title commitment. These sums shall be held by the Escrow Agent in an interest-bearing trust account, as the Buyer's earnest money deposit for the purchase of the Facility. In the event that the sale of the Facility as contemplated by this Agreement is closed in accordance with the terms and conditions hereof, the Escrow Agent shall apply the earnest money deposit and any interest thereon to the purchase price due on the date of closing. In the event the Buyer defaults under this Agreement or fails to close within 15 days from the established closing date as set out above for any reason other than a default by the Seller or a catastrophic event beyond the reasonable control of the Buyer, the Escrow Agent shall release the earnest money to the Seller as actual damages for the Buyer's failure to close, and the Parties shall have no further obligation to one another under this Agreement. In the event the Seller fails to close within 15 days from the established closing date as set out above for any reason, to include any failure to deliver good and marketable title to the real property, the Escrow Agent shall release the earnest money to the Buyer and the Parties shall have no further obligation to one another under this Agreement.

4. Within twenty (20) days from the execution hereof, the Seller shall obtain at the Buyer's expense, a Title Commitment for the Facility's real property described in Exhibit "A", herein, and at closing, provide a Title Insurance Owner's Policy in the amount of \$4,886,973.00, from a title company acceptable to the Buyer, with a copy being provided to Seller. Such title commitment shall be accompanied by a copy of all documents which constitute exceptions to the title commitment. Such commitment shall also show title to be good and marketable with legal access, subject only to real estate taxes for the current year, zoning and use restrictions imposed by governmental authority, and restrictions and other easements (recorded or unrecorded) common to the area, which restrictions and easements are listed as Permitted Exceptions on the attached Exhibit "D".

5. A. Upon the closing of the sale of the Facility hereunder, the Buyer will become solely responsible for the ownership, operations and maintenance of the Facility. In furtherance thereof, the Seller will cause to be transferred to the Buyer on the closing date [as described in the Acquisition And Utility Service Provision Agreement of even date hereof], all permits for the operation of the Facility, all records (including electronic files) and keys, and those easements for the Facility held by the Seller as described on the attached Exhibit "E".

B. At closing, Buyer shall execute, grant and deliver to Seller such necessary easements as determined by Seller in its discretion, including but not limited to ingress and egress, drainage and utility service easements to provide Seller with

unencumbered legal access to and from the approximately 2 acre parcel described on the attached Exhibit "A-2" and all such other easements, documents and instruments necessary to provide Seller with unencumbered legal access, and such easements as necessary to operate Seller's offices and operations on said 2 acre parcel, to provide drainage for said parcel and to provide utility (i.e. water, sewer, telephone, irrigation water, electric, cable television) service to and from the parcel described on the attached Exhibit "A-2", as well as the ability to use, operate and maintain the storage tanks, wells and pumps depicted on the survey attached hereto as Exhibit "F" and Exhibit "G-2".

C. At closing, Seller and Buyer shall enter into a temporary license agreement wherein the Seller will authorize the Buyer's continued use of the real property denoted and depicted on the attached Exhibit "G", which currently includes the Seller's maintenance trailers. The license shall provide that the Seller shall have the exclusive use of the referenced property for a term of not less than two (2) years. Seller shall pay Buyer a fee of \$10.00 for the term; which license may be terminated by the Seller at any time prior to the end of the term and with said license agreement to be in the form and with the substance as outlined in the attached Exhibit "H".

D. At closing, Seller and Buyer shall enter into a lease agreement wherein the Seller will lease the real property denoted and depicted on the attached Exhibit "G-2" for a storage tank for supplemental well water to be utilized by Seller for irrigation purposes. The lease shall provide that the Seller shall have the exclusive use

of the referenced property and improvements for a term of not less than thirty (30) years; that Seller shall be responsible for routine maintenance, with Buyer being responsible for major maintenance, repairs and replacement. Seller shall pay Buyer rent not to exceed \$10.00 per year for each year of the term; which lease may be terminated by the Seller at any time prior to the end of the term and with said lease agreement to be in the form and with the substance as outlined in the attached Exhibit "H-2".

6. The Buyer has inspected the Facility and, except as is otherwise provided for herein, accepts the Facility in the condition it existed at the time of such inspection. The Parties agree that the Facility as sold by the Seller to the Buyer is being conveyed, and will be accepted by the Buyer, as is, in its condition existing at the time of the inspection referenced above herein, including the deficiencies identified in the inspection.

7. The Seller agrees to provide to the Buyer, all such legal rights and interest in any of Seller's easements for the placement and location of the Facility infrastructure as the Seller owns or holds at the time of closing, and as such are further described in *Composite Exhibit "E", hereto*.

8. After receipt of the documents referred to in paragraph 4, above, the Buyer shall have twenty (20) days to examine the title and documents establishing legal access to the Facility. If title or legal access is found to be defective utilizing title standards established by major title insurance underwriters such as Chicago Title Insurance Company, the Buyer shall notify the Seller in writing of any such defects

within ten (10) days from the delivery of the title commitment. The Seller shall make a prompt and diligent effort to correct any such defects. If the Seller fails to make such corrections within thirty (30) days after such notice, the Buyer may elect to either: a) accept the Facility in its existing condition with an appropriate reduction in the purchase price as may be agreed to by the Parties, or b) terminate this Agreement without further obligation and be entitled to the refund of its earnest money with the interest accrued thereon as if a default by the Seller had occurred.

9. Title to all wastewater infrastructure facilities in the Facility as outlined in Exhibit "A" of this Agreement together with the associated personalty, supplies and inventory directly associated with the operation of the Facility, including, but not limited to chemicals, spare parts and supplies at the Facility shall vest in the Buyer at closing, at which time the Buyer shall become liable for all operations and maintenance of the Facility and its associated infrastructure. Provided that the Buyer's anticipated expansion of the wastewater treatment facility is not materially adverse to the Seller's interests or the interests of the property owners and residents within Seller's boundaries, as determined by Seller; and with the recognition by Buyer that Seller's architectural approval is required [which approval will contain requirements for landscaping, buffering, berming and odor and noise control], of all buildings and facilities Seller agrees to reasonably cooperate with Buyer in Buyer's permitting efforts to expand the wastewater treatment facility on the existing site up to the maximum zoned capacity of 6 MGD as previously defined.

^ → Add: "BACT" for odor control

* Add facilities to be used
Solely for W/W treatment.

10. To the extent provided for by law, in particular, Section 768.28, Florida Statutes, the limits of which shall neither be increased nor altered by this Agreement and which relate to the limits of the Buyer's liability, the Seller and the Buyer shall not hold the other liable as the result of the other party's operations and maintenance of the System as of the date of the closing of the purchase of the Facility. Except as to the acceptance by Buyer of the identified deficiencies, the Seller will remain liable for any and all liabilities associated with the Seller's ownership, construction, operation and maintenance of the Facility prior to the closing date of this sale.

11. A Phase I Environmental Assessment has been obtained by Buyer at Buyer's expense from an independent environmental consulting firm. In the event Buyer desires a Phase II assessment, then such Phase II assessment shall be completed not less than twenty (20) days prior to closing, and if performed shall be at the Buyer's expense. If the Phase II assessment determines and recommends that any remedial work be performed to bring the site into regulatory conformity, then the Seller, at its sole discretion shall either (1) cause such remedial work to be completed at its expense, or (2) elect to terminate this Agreement in which event, neither Party shall have any further rights or obligations hereunder, and the Buyer shall be entitled to the refund of its earnest money with any interest accrued thereon, and payment by Seller of one half of the cost of the Phase II Environmental Assessment upon delivery to Seller of Buyer's copy of said assessment, as if a default by the Seller had occurred. All

audits shall be certified to both the Buyer and the Seller, and copies shall be furnished to the Parties.

12. If the Seller exercises its option to sell the Systems, the rates of all customers in the Systems will be converted upon sale of the Systems to the Buyer to the then current system-wide retail County water and sewer rates and classifications, to be phased in over a three (3) year term and subsequently, adjusted from time to time through the County's rate hearing process as required to recover the County's Utility System costs.

13. The purchase price of the Systems will be calculated based on the Debt Capacity of the Systems with revenues and expenses based on the latest available twelve (12) month audited financial statements. The revenues will be adjusted based on the Lee County Utility rates at that time, and the expenses will be adjusted for any changes due to Lee County operations. The method of calculating the Debt Capacity is shown by the formula included in Exhibit "I" "Debt Capacity Formula". This formula includes an adjustment for any remaining allocated principal cost of the District's *Committed Capacity in the wastewater treatment plant portion of the Facility*, as *Committed Capacity* is defined in that certain Gateway Services Community Development District Interlocal Agreement (Wholesale Wastewater Treatment and Reuse Water) described on the attached Exhibit "J".

14. This Agreement may be amended only upon the concurrence of the Parties,

with such amendment(s) reduced to writing and adopted with the same formalities as this Agreement.

15. This Agreement shall be controlled and interpreted according to the laws and administrative rules of the State of Florida.

16. This Agreement is for the exclusive benefit of the Parties hereto, and as such conveys no rights, title or interest to any third parties claiming under same.

17. The Seller shall be charged for real estate taxes and personal property taxes (if applicable) up to, but not including, the date of closing.

18. The Buyer may order the Facility surveyed at the Buyer's expense. The Seller agrees to provide access to the Facility for such survey, if performed. If such survey shows a discrepancy in the size or dimensions of the Facility, or shows unauthorized encroachments onto the Facility property or that improvements located on the Facility property improperly encroach onto adjacent lands, or if the survey identifies violations of recorded covenants and/or covenants of this Agreement, upon notice to the Seller, the Buyer may elect to treat such discrepancies, violations and/or encroachments as a defect in the title, with the opportunity for Seller to cure as provided in Paragraph 8 above.

19. Time is of the essence for closing this transaction. The Buyer's and Seller's written acceptance of this offer shall constitute an Agreement for the purchase and sale of the Facility which shall bind the Parties, their successors and assigns.

20. The closing of this transaction shall be held at the office of the District's

counsel at 3200 Tamiami Trail North, Suite 200, Naples, Florida 34103. The time and location of closing may be changed as required, by mutual agreement of the Parties.

21. The prevailing party in any litigation concerning this Agreement shall be entitled to recover reasonable attorneys' fees and costs.

22. The Seller warrants that there are no parties in possession of the Facility other than the Seller, unless otherwise stated herein. The Seller agrees to delivery possession of the Facility to the Buyer at the time of closing unless otherwise stated herein.

23. Typewritten provisions inserted herein or attached hereto as addenda or exhibits and initialed by all Parties, and shall control over the other printed provisions of this Agreement.

24. Any special conditions shall be attached to this Agreement as Schedule 2 hereto, and be signed by the Parties to this Agreement.

WHEREFORE, the Parties have indicated their acceptance of the terms and conditions as outlined herein by the signatures of their respective, duly authorized representatives as indicated below.

ATTEST:

GATEWAY SERVICES COMMUNITY
DEVELOPMENT DISTRICT

BY: _____
SECRETARY

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____
District Counsel

ATTEST: CHARLIE GREEN
CLERK OF COURT

LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman or Vice Chairman
Board of County Commissioners

APPROVED AS TO FORM:

By: _____
Office of the County Attorney

**EXHIBIT LIST
FOR
PURCHASE AND SALE AGREEMENT**

<u>EXHIBIT</u>	<u>DOCUMENT/ITEM</u>
A	Description of Wastewater Treatment Plant and Site [including legal description]
A-2	Sketch and Legal of approx. 2.0 Acre Parcel
B	Description of Gateway Services Community Development District Water System and Sewer System
C	Description of Proposed Refinancing of Gateway Services Community Development District Bonds
D	List of Permitted Exceptions from Title Commitment
E	Permits for Facilities
F	Survey depicting location of lines, easements
G	Survey depicting area for License Agreement
G-2	Survey depicting area of storage tank
H	Form of License Agreement
H-2	Form of Lease Agreement
I	Debt Capacity Formula
J	Wholesale Wastewater Agreement

Description of Wastewater Treatment Plant and Site

The Gateway Utility Site consists of a 45-acre parcel located adjacent to the GSD Soccer fields in the southeast portion of Gateway. The parcel is subject to an FP&L power line easement with a major transmission line running through it. The site contains the wastewater treatment plant consisting of a 1.0 MGD (currently operated as a 0.5 MGD) facility, a 2.0 MG effluent ground storage tank, evaporation/percolation and substandard storage ponds, associated electrical systems, access roads, fencing and buffering, and the GSD landscaping maintenance building. The site is cleared and maintained.



JOHNSON ENGINEERING, INC.

CIVIL ENGINEERS AND LAND SURVEYORS

April 22, 1991

2158 JOHNSON STREET
TELEPHONE (813) 334-0048
TELECOM (813) 334-3661
POST OFFICE BOX 1650
FORT MYERS, FLORIDA
33902-1950

CARLE JOHNSON
1911-1988

DESCRIPTION

PARCEL IN

SECTION 8, T. 45 S., R. 26 E.
LEE COUNTY, FLORIDA
(G.S.D. PURCHASE)

A tract or parcel of land lying in Section 8, Township 45 South, Range 26 East, Lee County, Florida which tract or parcel is described as follows:

Beginning at the southeast corner of the southwest quarter (SW-1/4) of said Section 8 run S 89 33' 57" W along the south line of said fraction for 702.32 feet to an intersection with the southwesterly line of a Florida Power & Light Company transmission line easement as described in Official Record Book 1606 at Page 1275 and Official Record Book 258 at Page 378 and Official Record Book 728 at Page 113 of the public records of Lee County, Florida; thence run N 37 57' 04" W along said southwesterly line for 1709.54 feet to a non-tangent curve; thence run northeasterly along the arc of a curve to the left of radius 1410.15 feet (chord bearing N 48 46' 27" E) (chord 565.95 feet) (delta 23 09' 09") for 569.83 feet to an intersection with a non-tangent line and the northeasterly line of said Florida Power & Light Company transmission line easement; thence run S 37 57' 04" E along said northeasterly line for 156.89 feet; thence run N 88 58' 00" E for 1202.60 feet to an intersection with the east line of the southwest quarter (SW-1/4) of said Section 8; thence run S 01 02' 00" E along said east line for 1613.93 feet to the Point of Beginning.

Containing 47.04 acres more or less.

Bearings hereinabove mentioned are Plane Coordinate for the Florida West Zone (1979 Adjustment).

OR2228

CHARLIE GREEN LEE CITY FL
91 JUN 20 AM 9:46

CHAIRMAN
ARCHIE T. GRANT, JR


PRESIDENT
FORREST H. BANKS

JOSEPH W. EBNER
STEVEN K. MORRISON
ANDREW D. TILTON
JEFFREY C. COONER

DAN W. DICKEY
KENTON R. KEILING
GEORGE J. KALAL
MICHAEL L. HARMON
THOMAS L. FENDLEY
W. DAVID KEY, JR.
W. BRITT POMEROY
CARL A. BARRACO
GARY R. BULL
KEVIN M. WINTER

CONSULTANT
LESTER L. BULSON

WEP/pd
18921a


W. BRITT POMEROY, JR.
Professional Land Surveyor
Florida Certificate No. 4448

 **LEE COUNTY**
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: 239-479-8375

Bob James
District One

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stowell
County Manager

James G. Yeager
County Attorney

Diana M. Parker
County Hearing
Examiner

October 14, 2002

DEBI PENDLEBURY
JOHNSON ENGINEERING
2158 JOHNSON STREET
FORT MYERS, FL 33902

RE: GATEWAY SERVICES LOT SPLIT
LDO2002-00269 - TYPE 05 Limited Review (commercial lot split)
LP1 Appl (paperwrk LDO resub)

Dear DEBI PENDLEBURY :

Your application for a Land Development Code TYPE 05 Limited Review (commercial lot split) has been approved for a Development Order for a commercial lot split for the following:

Lot split to create the parcel known as GSD parcel containing 1.92 Acres, remainder of Parent parcel is 45.12 Acres. (See approved site plan.)

NOTE: Development Services Lot Split verifies that the lot complies with applicable Zoning and Development Standards as outlined in the Lee County Land Development Codes.

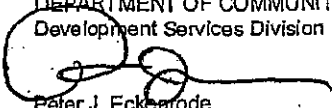
It is the responsibility of the property owner to record deeds in the public records of Lee County to properly execute the subdivision (splitting) of land approved by the LDC Limited Review Development Order within six (6) years from the date of this approval.

This approval does not relieve the development from the responsibility to obtain all necessary Federal, State and local permits.

If you have any questions concerning this matter, please contact this office.

Sincerely,

DEPARTMENT OF COMMUNITY DEVELOPMENT
Development Services Division


Peter J. Eckenrode
Development Services Director

PJE/ SAM

Attachments: 4 Sets of Plans



April 15, 2002

DESCRIPTION

**GSD PARCEL
SECTION 8, T. 45 S., R. 26 E.
LEE COUNTY, FLORIDA**

A tract or parcel of land lying in Section 8, Township 45 South, Range 26 East, Lee County, Florida which tract or parcel is described as follows:

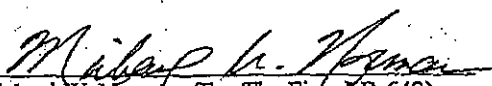
From the southeast corner of the southwest quarter (SW-1/4) of said Section 8 run S 89° 33' 57" W along the south line of said fraction for 702.32 feet to an intersection with the southwesterly line of a Florida Power & Light Company transmission line easement as described in Official Record Book 1606 at Page 1275 and Official Record Book 258 at Page 378 and Official Record Book 728 at Page 113 of the public records of Lee County, Florida; thence run N 37° 57' 04" W along said southwesterly line for 1709.54 feet to an intersection with the southerly curved right-of-way line of Commerce Lake Drive as described in deed recorded in Official Record Book 2259 at Page 976 said Public Records being a non-tangent curve; thence run northeasterly along said curved right-of-way line to the left of radius 1410.15 feet (chord bearing N 48° 46' 27" E) (chord 565.95 feet) (delta 23° 09' 09") for 569.83 feet to an intersection with a non-tangent line and the northeasterly line of said Florida Power & Light Company transmission line easement; thence run S 37° 57' 04" E along said northeasterly line for 156.89 feet; thence run N 88° 58' 00" E departing said line for 50.03 feet to the Point of Beginning.

From said Point of Beginning continue N 88° 58' 00" E for 378.04 feet; thence run S 01° 02' 00" E for 286.45 feet; thence run S 52° 02' 56" W for 130.18 feet; thence run N 37° 57' 04" W for 456.09 feet to the Point of Beginning.

Containing 83,832 square feet (1.92 acres), more or less.

SUBJECT TO easements, restrictions and reservations of record.

Bearings hereinabove mentioned are Plane Coordinate for the Florida West Zone (NAD 83/90 Adjustment), wherein the south line of Section 8, Township 45 South, Range 26 East, Lee County, Florida bears S 89° 33' 57" W.


Michael W. Norman (For The Firm LB-642)
Professional Surveyor and Mapper
Florida Certificate No. 4500

20023394/Description 081602

August 16, 2002

DESCRIPTION

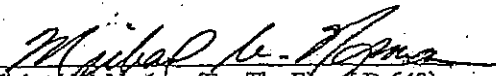
**REMAINING PARENT PARCEL
SECTION 8, T. 45 S., R. 26 E.
LEE COUNTY, FLORIDA**

A tract or parcel of land lying in Section 8, Township 45 South, Range 26 East, Lee County, Florida which tract or parcel is described as follows:

Beginning at the southeast corner of the southwest quarter (SW-1/4) of said Section 8 run S 89° 33' 57" W along the south line of said fraction for 702.32 feet to an intersection with the southwesterly line of a Florida Power & Light Company transmission line easement as described in Official Record Book 1606 at Page 1275 and Official Record Book 258 at Page 378 and Official Record Book 728 at Page 113 of the public records of Lee County, Florida; thence run N 37° 57' 04" W along said southwesterly line for 1709.54 feet to an intersection with this southerly curved right-of-way line of Commerce Lake Drive as described in deed recorded in Official Record Book 2259 at Page 976 said Public Record being a non-tangent curve; thence run northeasterly along said curved right-of-way line to the left of radius 1410.15 feet (chord bearing N 48° 46' 27" E) (chord 565.95 feet) (delta 23° 09' 09") for 569.83 feet to an intersection with a non-tangent line and the northeasterly line of said Florida Power & Light Company transmission line easement; thence run S 37° 57' 04" E along said northeasterly line for 156.89 feet; thence run N 88° 58' 00" E for 50.03 feet; thence run S 37° 57' 04" E for 456.09 feet; thence run N 52° 02' 56" E for 130.18 feet; thence run N 01° 02' 00" W for 286.45 feet; thence run N 88° 58' 00" E for 824.56 feet to an intersection with the east line of the southwest quarter (SW-1/4) of said Section 8; thence run S 01° 02' 00" E along said east line for 1613.93 feet to the Point of Beginning.

Containing 45.12 acres more or less.

Bearings hereinabove mentioned are Plane Coordinate for the Florida West Zone (1979 Adjustment).


Michael W. Norman (For The Firm LB-642)
Professional Surveyor and Mapper
Florida Certificate No. 4500

20023394/Parent Parcel 081602

August 16, 2002

DESCRIPTION

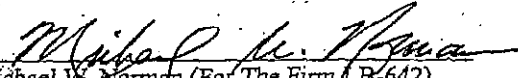
**PARENT PARCEL
(OR 2228, PG. 3393)
SECTION 8, T. 45 S., R. 26 E.
LEE COUNTY, FLORIDA**

A tract or parcel of land lying in Section 8, Township 45 South, Range 26 East, Lee County, Florida which tract or parcel is described as follows:

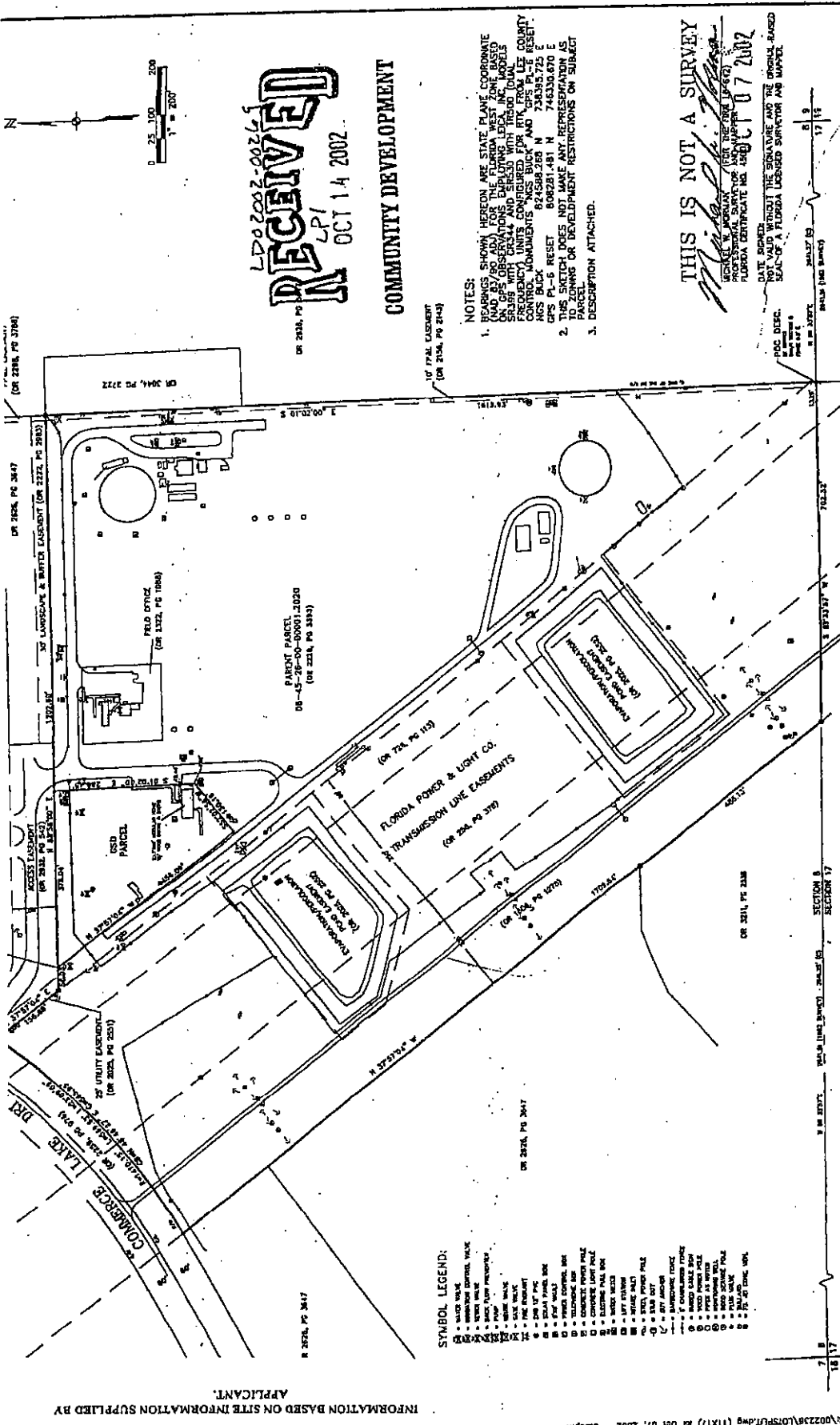
Beginning at the southeast corner of the southwest quarter (SW-1/4) of said Section 8 run S 89° 33' 57" W along the south line of said fraction for 702.32 feet to an intersection with the southwesterly line of a Florida Power & Light Company transmission line easement as described in Official Record Book 1606 at Page 1275 and Official Record Book 258 at Page 378 and Official Record Book 728 at Page 113 of the public records of Lee County, Florida; thence run N 37° 57' 04" W along said southwesterly line for 1709.54 feet to a non-tangent curve; thence run northeasterly along the arc of a curve to the left of radius 1410.15 feet (chord bearing N 48° 46' 27" E) (chord 565.95 feet) (delta 23° 09' 09") for 569.83 feet to an intersection with a non-tangent line and the northeasterly line of said Florida Power & Light Company transmission line easement; thence run S 37° 57' 04" E along said northeasterly line for 156.89 feet; thence run N 88° 58' 00" E for 1202.60 feet to an intersection with the east line of the southwest quarter (SW-1/4) of said Section 8; thence run S 01° 02' 00" E along said east line for 1613.93 feet to the Point of Beginning.

Containing 47.04 acres more or less.

Bearings hereinabove mentioned are Plane Coordinate for the Florida West Zone (1979 Adjustment).


Michael W. Norman (For The Firm LB-642)
Professional Surveyor and Mapper
Florida Certificate No. 4500

20023394/Parent Parcel 081602



LDO 2002-00269
RECEIVED
 LPI
 OCT 14 2002

COMMUNITY DEVELOPMENT

- NOTES:**
1. BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE (NAD 83/90 AD) FOR THE FLORIDA WEST ZONE, BASED ON THE 1983 DATUM AND SHOWN WITH ROUND END LABELS. FREQUENCY UNITS CONFIGURED FOR CITY FROM LEE COUNTY CONTROL MONUMENTS 6 INGS BUCK AND 3 INGS PL-E RESET. ALL PL-E RESET 868281.481 N 746330.437 E. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
 2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
 3. DESCRIPTION ATTACHED.

THIS IS NOT A SURVEY
 MICHAEL W. JOHNSON
 REGISTERED PROFESSIONAL SURVEYOR AND LICENSED SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 10897
 DATE SIGNED: 09/10/02
 DATE OF SURVEY: 09/10/02

INFORMATION BASED ON SITE INFORMATION SUPPLIED BY APPLICANT.

ZONING: PUD
 REVIEW TYPE: 5
 DO: LDO2002-00269
 BY: SAM
 DATE: October 14, 2002

FOR: Lot split to create the parcel known as GSD parcel containing 1.92 Acres, remainder of Parent parcel is 45.12 Acres. (See approved site plan).

JOHNSON	ENGINEERING	2158 JOHNSON STREET FORT MYERS, FLORIDA 33802-1550 FAX: (813) 334-0048 P.O. BOX 6041 LEE COUNTY, FLORIDA 33902
LEE COUNTY UTILITIES/ GATEWAY SERVICE DISTRICT SECTION 8, TWP. 45 S., RGL. 26 E. LEE COUNTY, FLORIDA		LOT SPLIT
DATE: 09/10/02 PROJECT NO.: 20023394 FILE NO.: 8-45-28 SCALE: 1" = 200' SHEET: 1 OF 1		

- SYMBOL LEGEND:**
- = CENTER POINT
 - = POINT OF INTERSECTION
 - = POINT OF BEGINNING
 - = POINT OF ENDING
 - = POINT OF CURVATURE
 - = POINT OF TANGENCY
 - = POINT OF SIGHT
 - = POINT OF VISION
 - = POINT OF VIEW
 - = POINT OF INTERSECTION
 - = POINT OF BEGINNING
 - = POINT OF ENDING
 - = POINT OF CURVATURE
 - = POINT OF TANGENCY
 - = POINT OF SIGHT
 - = POINT OF VISION
 - = POINT OF VIEW

5:\002239\0\SPUR.dwg (11/17) 14 Oct 07, 2002 - 1:30pm

**Description of Gateway Services Community Development
District Water System and Sewer System**

The Gateway water system is a dual pipe system with dedicated lines for potable water and separate dedicated lines for irrigation water. Irrigation water is a mixture of treated wastewater effluent and groundwater mixed together. The pipes run parallel to each other and generally follow the main and subdivision roadways right-of-ways. Each residential lot has it's own water and irrigation meters with some master meters installed on the multi-family parcels. Potable water is supplied to Gateway through a master meter located at the southwest corner of Gateway along Daniels Parkway. Line sizes range from 4" up to 24".

The Gateway sewer system is made up of gravity collection lines which are connected into wastewater pump stations (both area wide and master stations). The pump stations are connected to the wastewater treatment plant at the utility site with pressure force mains. The gravity lines range in size from 4" up to 12" and are generally installed down the center of the roadways. The force mains are sized from 4" up to 20" and run within the roadway right-of-ways or easements. The pump stations are of the submersible type with dual pumps and slide rails.

EXHIBIT B

**A.L.T.A. COMMITMENT
CHICAGO TITLE INSURANCE COMPANY
SCHEDULE B - Section 2**

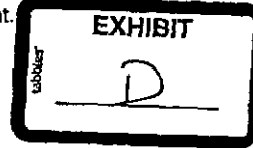
Commitment Number

ii. *Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.*

1. *Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.*

2. *Standard Exceptions:*

- a. *Rights or claims of parties in possession not shown by the Public Records.*
- b. *Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.*
- c. *Easements, or claims of easements, not shown by the Public Records.*
- d. *Any lien, or right to a lien, for service, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.*
- e. *Taxes or special assessments which are not shown as existing liens by the Public Records.*
- f. *Any claim that any portion of said lands are sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands and lands accreted to such lands.*
- g. *Taxes and assessments for the year 2002 and subsequent years.*



3. *Standard exceptions (b) and (c) may be removed from the policy when a satisfactory survey and surveyor's report and inspection of the premises is made.*
4. *Standard exceptions (a) and (d) may be removed upon receipt of a satisfactory affidavit-indemnity from the party shown in title and in possession stating who is in possession of the lands and whether there are improvements being made at date of commitment or contemplated to commence prior to the date of closing which will not have been paid for in full prior to the closing.*
5. *Reservation of one-half of the royalty rights in any oil, gas or other minerals by Consolidated-Tomoka Land Co., in that certain Mineral Deed recorded in Official Records Book 707, Page 741, and re-recorded in Official Records Book 710, Page 793, Public Records of Lee County, Florida.*
6. *Notice of Adoption of Development Order recorded in Official Records Book 1803, Page 718 and Amendments recorded in Official Records Book 1874, Page 4779, Official Records Book 1978, Page 2734, Official Records Book 2227, Page 4620, Official Records Book 2652, Page 1553, Official Records Book 3488, Page 4430, Public Records of Lee County, Florida.*
7. *Notice of Development Order recorded in Official Records Book 1869, Page 3568, Public Records of Lee County, Florida.*
8. *Ordinance number 85-15 for Gateway Planned Unit Development.*
9. *Covenant of Unified Control recorded in Official Records Book 3053, Page 3286, Public Records of Lee County, Florida.*
10. *Grant of Easement to Florida Power and Light Company recorded in Official Records Book 2156, Page 2143,*

Standard exceptions (b) and (c) may be removed from the policy when a satisfactory survey and surveyor's report and inspection of the premises is made.

CHICAGO TITLE INSURANCE COMPANY
SCHEDULE B - Section 2

Commitment Number

Public Records of Lee County, Florida.

11. Grant of Easement to Florida Power and Light Company recorded in Official Records Book 2933, Page 1483, Public Records of Lee County, Florida.
12. Grant of Easement to Florida Power and Light Company by Instrument recorded in Official Records Book 258, Page 378, Official Records Book 728, Page 113 and Official Records Book 1606, Page 1275, Public Records of Lee County, Florida.
13. Terms, provisions, conditions, easements, assessments and restrictions which includes a right to repurchase, created by and set forth in the Declaration recorded in Official Records Book 2228, Page 3375, Public Records of Lee County, Florida.
14. Subject property lies within the boundaries of Gateway Services District.

Standard Exception 2(f) of Schedule B - Section 2 is hereby deleted.

GSD 1642-6



Department of Environmental Protection

COPY

Jeb Bush
Governor

South District
P.O. Box 2549
Fort Myers, Florida 33902-2549

David B. Struhs
Secretary

CERTIFIED MAIL NO.: 7001 2510 0001 0872 2440
RETURN RECEIPT REQUESTED

RECEIVED
JUL 3 2003
Johnson 2:38 PM

In the Matter of an
Application for Permit by:

Gateway Services District
Mr. Lee Menzies, Chairman
13240 Commerce Lakes Drive
Fort Myers, FL 33913

Lee County - DW
Gateway Services Community Development District WWTP
PA File No. FLA014542-001-DWTP
Caloosahatchee to Lee Coast EMA

Enclosed is Permit Number FLA014542 to operate an existing domestic wastewater treatment plant (WWTP), issued under section(s) 403.087, Florida Statutes.

The Department's proposed agency action shall become final unless a timely petition for an administrative hearing is filed under Sections 120.569 and 120.57, Florida Statutes, within fourteen days of receipt of notice. The procedures for petitioning for a hearing are set forth below.

A person whose substantial interests are affected by the Department's proposed permitting decision may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, Florida Statutes. The petition must contain the information set forth below and must be filed (received by the clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000.

Under Rule 62-110.106(4), Florida Administrative Code, a person may request enlargement of the time for filing a petition for an administrative hearing. The request must be filed (received by the clerk) in the Office of General Counsel before the end of the time period for filing a petition for an administrative hearing.

Petitions by the applicant or any of the persons listed below must be filed within fourteen days of receipt of this written notice. Petitions filed by any persons other than those entitled to written notice under Section 120.60(3), Florida Statutes, must be filed within fourteen days of publication of the notice or within fourteen days of receipt of the written notice, whichever occurs first. Under Section 120.60(3), Florida Statutes, however, any person who has asked the Department for notice of agency action may file a petition within fourteen days of receipt of such notice, regardless of the date of publication.

The petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. The failure of any person to file a petition or request for enlargement of time within fourteen days of receipt of notice shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, Florida Statutes. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, Florida Administrative Code.

EXHIBIT "E"

Gateway Services Commun. Development District WWTP
PA File No.: FLA014542-001-DWIP

A petition that disputes the material facts on which the Department's action is based must contain the following information:

- (a) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any; the Department permit identification number and the county in which the subject matter or activity is located;
- (b) A statement of how and when each petitioner received notice of the Department action;
- (c) A statement of how each petitioner's substantial interests are affected by the Department action;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A statement of facts that the petitioner contends warrant reversal or modification of the Department action;
- (f) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wants the Department to take.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this notice. Persons whose substantial interests will be affected by any such final decision of the Department have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

In addition to requesting an administrative hearing, any petitioner may elect to pursue mediation. The election may be accomplished by filing with the Department a mediation agreement with all parties to the proceeding (i.e., the applicant, the Department, and any person who has filed a timely and sufficient petition for a hearing). The agreement must contain all the information required by Rule 28-106.404, Florida Administrative Code. The agreement must be received by the clerk in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, within ten days after the deadline for filing a petition, as set forth above. Choosing mediation will not adversely affect the right to a hearing if mediation does not result in a settlement.

As provided in Section 120.573, Florida Statutes, the timely agreement of all parties to mediate will toll the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, for holding an administrative hearing and issuing a final order. Unless otherwise agreed by the parties, the mediation must be concluded within sixty days of the execution of the agreement. If mediation results in settlement of the administrative dispute, the Department must enter a final order incorporating the agreement of the parties. Persons seeking to protect their substantial interests that would be affected by such a modified final decision must file their petitions within fourteen days of receipt of this notice, or they shall be deemed to have waived their right to a proceeding under Sections 120.569 and 120.57, Florida Statutes. If mediation terminates without settlement of the dispute, the Department shall notify all parties in writing that the administrative hearing processes under Sections 120.569 and 120.57, Florida Statutes, remain available for disposition of the dispute, and the notice will specify the deadlines that then will apply for challenging the agency action and electing remedies under those two statutes.

This permit is final and effective on the date filed with the clerk of the Department unless a petition (or request for enlargement of time) is filed in accordance with the above. Upon the timely filing of a petition (or request for enlargement of time) this permit will not be effective until further order of the Department.

Gateway Services Community Development District WWTP
PA File No.: FLA014542-001-DWIP

Any party to this permit has the right to seek judicial review under Section 120.68, Florida Statutes, by the filing of a notice of appeal under Rules 9.110 and 9.190, Florida Rules of Appellate Procedure with the clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399-3000; and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within 30 days from the date when this permit is filed with the clerk of the Department.

Executed in Fort Myers, FL, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



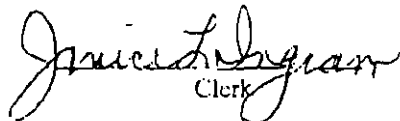
Richard W. Cantrell
Director of
District Management

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this NOTICE OF PERMIT ISSUANCE and all copies were mailed before the close of business on July 30, 2002, to the listed persons.

FILING AND ACKNOWLEDGMENT

FILED, on this date, under Section 120.52, Florida Statutes, with the designated deputy clerk, receipt of which is hereby acknowledged.

 7-30-02
Clerk Date

RWC/EJP/jli

Copies furnished to:

- Steven K. Morrison, P.E
- Keith Kleinmann, FDEP
- Rick Orth, P.G. FDEP



Jeb Bush
Governor

Department of Environmental Protection

South District
P.O. Box 2549
Fort Myers, Florida 33902-2549

David B. Struhs
Secretary

STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT

PERMITTEE:

Gateway Services District

PERMIT NUMBER: FLA014542
PA FILE NUMBER: FLA014542-001-DW1F
ISSUANCE DATE: July 30, 2002
EXPIRATION DATE: July 29, 2007

RESPONSIBLE AUTHORITY:

Mr. Lee Menzies, Chairman
13240 Commerce Lakes Drive
Fort Myers, FL 33913

(239) 561-1313

FACILITY:

Gateway Services Community Development District WWTP
13240 Commerce Lakes Drive
Fort Myers, FL 33913
Lee County
Latitude: 26° 34' 08" N Longitude: 81° 44' 12" W

This permit is issued under the provisions of Chapter 403, Florida Statutes, and applicable rules of the Florida Administrative Code. The above named permittee is hereby authorized to operate the facilities shown on the application and other documents attached hereto or on file with the Department and made a part hereof and specifically described as follows:

TREATMENT FACILITIES:

Operate a 0.5 MGD Annual Average Daily Flow (AADF), permitted capacity extended aeration process domestic wastewater treatment plant (WWTP), consisting of an influent structure, dual aeration zones, dual clarifiers, dual traveling bridge filters, dual chlorine contact chambers with gaseous chlorine facility, dual chlorinators with auto-switchovers, an aerobic digester with 37,000 gallons lime stabilization tank, triplex blowers, an effluent pump station with dual pumps, substandard pump station with dual pumps, an emergency generator, and a 2.0 MG ground storage reuse tank.

REUSE:

Land Application (R-001): An existing 1.0 MGD Annual Average Daily Flow (AADF design capacity limited to a permitted capacity of 0.500 MGD slow-rate public access land application system, (R-001). R-001 consists of 5000 acres of public access residential, common areas, parks and playgrounds, landscape areas, construction dust control, fire protection, golf courses and road right-way sites within the Gateways Services District Regional Reuse Service boundary.

The following ground water sources may be used to augment the supply of reclaimed water: An existing on-site ground water system established back in 1988, consisting of three (3) wells along with three (3) pumps supplements the reuse water supply.

FACILITY:	Gateway Services Community Development District WWTP	PERMIT NUMBER:	FLA014542
PERMITTEE:	Gateway Services District 13240 Commerce Lakes Drive Fort Myers, FL 33913	PA FILE NUMBER	FLA014542-001-DWIP

Land Application (LAL-01): An existing 0.08 mgd annual average daily flow (AADF) permitted capacity rapid infiltration basin LAL-01 permitted under Rule 62-610.525, F.A.C. LAL-01 consists of an existing 0.080 MGD AADF permitted capacity rapid-rate evaporation/percolation pond with a reuse backup disposal (storage) capacity of 1.0 MG and a 1.0 MG lined substandard (reject) storage pond located at the plant site, approximately at latitude 26° 34' 08" N, longitude 81° 44' 12" W.

IN ACCORDANCE WITH: The limitations, monitoring requirements and other conditions set forth in Pages 1 through 26 of this permit.

LEGEND:
 1/1" = 1' = 120' = 1200" = 12000"
 1/4" = 1' = 30" = 300" = 3000"
 1/8" = 1' = 15" = 150" = 1500"
 1/16" = 1' = 7.5" = 75" = 750"
 1/32" = 1' = 3.75" = 37.5" = 375"
 1/64" = 1' = 1.875" = 18.75" = 187.5"
 1/128" = 1' = 0.9375" = 9.375" = 93.75"
 1/256" = 1' = 0.46875" = 4.6875" = 46.875"
 1/512" = 1' = 0.234375" = 2.34375" = 23.4375"
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TEMPORARY LICENSE AGREEMENT

This Temporary License Agreement ("License Agreement"), is made and entered into as of this ___ day of _____, 2003 by and between Lee County, a charter County and political subdivision of the State of Florida (hereinafter called the "Licensor"), and the Gateway Services Community Development District, a uniform community development district established pursuant to the provisions of Chapter 190, Florida Statutes (hereinafter called the "Licensee"),

W I T N E S S E T H

WHEREAS, Licensor is the owner of that certain real property described on the attached Exhibit "A" (hereinafter referred to as the "Lands"); and,

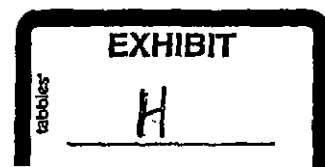
WHEREAS, Licensee has, by virtue of its previous ownership of the Lands, constructed and placed certain structures and improvements on the Lands utilized for Licensee's operations, said facilities and improvements denoted on the attached Exhibit "A" and referred to as the "Facilities"; and,

WHEREAS, Licensee desires to temporarily continue to utilize the Lands for the use and benefit of the Licensee; and,

WHEREAS, Licensee agrees to operate and maintain said Facilities pursuant to this Agreement; and

WHEREAS, Licensor agrees to grant to Licensee a temporary non-exclusive license for the purpose of the use, maintenance and operation of the Facilities; and

WHEREAS, Licensor is willing to grant to Licensee, the full right and authority to enter on, over and upon the Lands for such purposes, in accordance with the terms,



provisions and conditions hereinafter stated.

NOW THEREFORE, for and in consideration of the above premises, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, and of the mutual covenants, terms and conditions herein contained, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereto do hereby mutually covenant and agree as follows:

1. The above recitals are hereby acknowledged by the parties hereto to be true and accurate and are incorporated herein by this reference.
2. Licensors hereby grants to Licensee, its employees and agents, an exclusive license of use on, under, across and upon the Lands for the purpose of maintenance and operation of the Licensee's Facilities, for the term hereof.
3. The term of this License shall be for a period of two (2) years from the date of execution as stated above.
4. Licensee shall have the right to cancel and terminate this License Agreement at any time upon thirty (30) days' written notice to Licensors, at which time the rights granted to Licensee by this License Agreement shall terminate.
5. By executing this License Agreement, Licensee agrees to repair and/or replace any landscaping which it may disturb, damage or destroy in connection with Licensee's actual exercise of its rights under this License Agreement.
6. If any mechanics' liens are filed against the Property by Licensee's exercise of its rights under this License Agreement, Licensee shall cause such liens to be released, satisfied and discharged of record, or transferred to cash or surety bond in

accordance with applicable law within thirty (30) calendar days from the date Licensee receives notice and confirmation that such liens have been filed or recorded. Licensee agrees to defend Licensor from any mechanics' liens arising out of Licensee's exercise of any of its rights under this License Agreement.

7. For the term of this License Agreement, Licensee shall obtain such appropriate general liability insurance coverage (as determined by Licensor), in policy amounts which shall not be less than \$1,000,000.00 each occurrence, which shall name Licensor as additional insured. Upon Licensor's request, Licensee shall deliver to Licensor a Certificate of Insurance naming Licensor as an additional insured which shall be kept in full force and effect for the duration of this License Agreement.

8. This License Agreement shall create the relationship of Licensee and Licensor between the parties hereto, and no estate or title interest shall pass out of Licensor or to Licensee. This License Agreement shall not be construed to constitute an easement between the parties.

9. This License Agreement or any notice thereof, will not be recorded in the public records of any county in the State of Florida.

10. In the event of any litigation hereunder, the same shall be brought in the appropriate State Court in and for Lee County, Florida having jurisdiction (the jurisdiction of which Court the parties hereby consent to) and the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees, including those incurred during appeal.

11. In the event of any dispute over interpretation or construction of this

License Agreement, the laws and the Administrative Rules of the State of Florida shall apply.

12. This License Agreement shall be binding upon and inure to the benefit of the successors, assigns, legal representatives, executors and administrators of the respective parties hereto.

13. Licensor and Licensee hereby agree that neither has made any statement, promise or agreement, or taken upon itself any engagement whatsoever, either verbally or in writing, in conflict with the terms of this License Agreement, or in which in any way modifies, varies, alters, enlarges or invalidates any of its provisions. This License Agreement sets forth the entire understanding between Licensor and Licensee and shall not be changed, modified or amended except by instrument in writing signed by the party against whom the enforcement of any such change, modification or amendment is sought.

IN WITNESS WHEREOF, Licensor and Licensee have set their hands and seals, the day and year first above written.

ATTEST:
CHARLIE GREEN,
CLERK OF COURTS

FOR LICENSOR:

LEE COUNTY, a charter County and
political subdivision of the State of
Florida

By: _____
DEPUTY CLERK

By: _____
H. RAY JUDAH, CHAIRMAN
LEE COUNTY BOARD OF
COUNTY COMMISSIONERS

ATTEST:

LICENSEE:

GATEWAY SERVICES COMMUNITY
DEVELOPMENT DISTRICT, a
uniform community development
district

By: _____, Chairman

LEASE AGREEMENT

THIS LEASE, made as of the ___ day of _____, 2003 by and between Lee County, Florida, a charter County and political subdivision of the State of Florida, hereinafter called "Lessor", and Gateway Services Community Development District, a special purpose unit of local government established pursuant to the provisions of Chapter 190, Florida Statutes, hereinafter called "Lessee",

WITNESSETH:

1. LEASE TERM. The term of this Lease shall begin on the ___ day of _____, 2003 and shall terminate thirty (30) years thereafter on or about the ___ day of _____, 2033.

2. DESCRIPTION OF LEASED PROPERTY. Lessor hereby leases to the Lessee the following described real and personal property, improvements and fixtures:

the real property as described in Exhibit "A", and storage tank thereon (the "Improvements"), as said Improvements are further described and depicted on the survey and sketches attached hereto and made a part hereof as Exhibit "A", and any alterations, modifications and additions thereto.

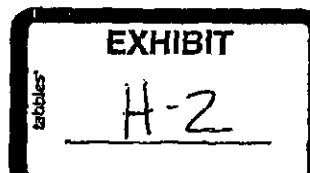
The above-described Improvements shall be utilized by Lessee as part of the Lessee's supplemental well water irrigation system.

Lessor warrants and represents to Lessee that Lessor is the sole owner of the Improvements and that the Improvements are owned free and clear of any liens or encumbrances.

3. RENT. The rent for the above described premises shall be payable as follows:

The rental rate shall be fixed at \$10.00 per year.

Said rental of \$10.00 shall be payable to Lessor without notice or demand and without abatement, deduction or set off, unless expressly stated otherwise in the provisions of this Lease, on or before the ___ of _____ of each year of this Lease, to Lessor or its authorized agent at such place as the Lessor may from time to time direct in writing.



4. CONDITION OF LEASED PREMISES. At the commencement of the Lease term, Lessee shall accept the Improvements in their existing conditions.

The Lessor has not made any representations with respect to the Improvements, or the land upon which it is erected except as expressly set forth herein, and no rights, easements or licenses are acquired by the Lessee by implication or otherwise except as expressly set forth in the provisions of this Lease.

5. A. LESSEE OR AGREES TO PAY FOR THE FOLLOWING:

All routine repairs, alterations to and maintenance of the Improvements during the Lease term and Lessee specifically agrees to maintain the Improvements in good order, condition and repair at all times.

B. LESSOR AGREES TO PAY FOR THE FOLLWING:

All major maintenance, repairs and replacements as may be necessary for Lessee to derive the reasonable use of the improvements as contemplated in Paragraph 2 above.

6. TERMINATION BECAUSE OF DEFAULT. If, at any time during the term of this Lease, Lessee fails to comply with any of the terms and conditions of this Lease, and such default continues without reasonable justification for one (1) month after notice to Lessee to cure such default, Lessor shall notify Lessee in writing, providing in detail the nature of the alleged beach. Lessee shall have a period of thirty (30) days thereafter to address the alleged breach and effect any cure thereof.

Notices as provided for in this paragraph shall be in writing, delivered to Lessee by Certified Mail, Return Receipt Requested or by posting on the premises, and shall run from the date delivered, or the date delivery is attempted, should delivery be refused. No assent by Lessor, express or implied, to any breach of any of the covenants contained herein shall be deemed to be a waiver of any succeeding breach of the same or any other covenant contained herein.

7. DESTRUCTION OF PREMISES. This Lease shall terminate at the option of either Lessor or Lessee should the Improvements become unfit for use or unusable for their intended and customary purposes for a period in excess of ninety (90) days because of any casualty, in which case the Improvements shall be removed by the party terminating this Lease, at said party's expense.

8. ALTERATIONS. Lessee has the authority to make any

alterations; additions or modifications to the Improvements, after consulting with and having first obtained the consent of Lessor in writing.

Lessor may make alterations in and additions to the Improvements at Lessor's sole cost and expense after consulting with and obtaining the written consent of the Lessee, provided that any such proposed Lessor alterations or additions shall not interfere with Lessee's use and operation of the Improvements.

9. USE, CARE, QUIET ENJOYMENT, LOCAL LAWS. Lessee covenants that it will use the premises in compliance with all laws and ordinances and governmental regulations applicable thereto. Lessor covenants that Lessee on complying with the terms of this Lease and on paying the rent required hereby, shall peaceably and quietly have, hold, and enjoy the Improvements for the full term of this Lease.

10. TIME IS OF THE ESSENCE. Time is of the essence in the matter of possession of the premises, and the failure of either party to permit possession thereof shall entitle the offended party to any damages provided by law.

11. ATTORNEYS' FEES. In the event either party must engage the services of an attorney to enforce any of the terms of this Lease, it is expressly contracted, covenanted and agreed by and between Lessor and Lessee that the non-prevailing party shall bear the cost of any such services and expenses incurred by the prevailing party, as well as the court costs which might be incident to a suit brought for the enforcement of any or all of the terms of this Lease Agreement.

12. TERMINATION OF LEASE. The Lessee shall, on or before the expiration of the Lease term, surrender the Improvements, less alterations, additions, and improvements which may have been made.

No act or thing done by the Lessor or its agents during the term of this Lease shall be deemed an acceptance of the surrender of the leased property and no agreement to accept such surrender shall be valid unless in writing signed by the Lessor or its agent. No employee or agent of the Lessor shall have any power to accept the keys of the leased property prior to the termination of this Lease and the delivery of the keys to any employee or agent of the Lessor shall not operate as a termination of this Lease or a surrender of the leased property.

Lessee shall have the right to terminate this Lease at any time upon providing thirty (30) days written notice to Lessor of such termination.

13. NO ENCUMBRANCES Lessor covenants with the lessee that the Improvements are not encumbered by any lien or security interest and that Lessor holds unencumbered title to the Improvements.

IN WITNESS WHEREOF, the parties hereunto executed this Lease the day and year first written above.

ATTEST:
CHARLIE GREEN,
CLERK OF COURTS

LEE COUNTY, FLORIDA

By: _____
DEPUTY CLERK

BY: _____
H. RAY JUDAH, CHAIRMAN
LEE COUNTY BOARD OF
COUNTY COMMISSIONERS

GATEWAY SERVICES COMMUNITY
DEVELOPMENT DISTRICT

WITNESS AS TO LESSEE

BY: _____

WITNESS AS TO LESSEE

EXHIBIT I

GENERAL BASIS OF FUTURE ACQUISITION VALUE OF DISTRICT UTILITY SYSTEM

If the purchase of the District's remaining water, wastewater and reclaimed water system (the "System") were to occur at a future date, the following formula shall be used to calculate the estimated debt capacity of the System which shall serve as the basis for the determination of an equitable acquisition value of the System.

$$NR = R - (DOM + CSOM + IOM + RR + D + T)$$

$$DC = NR (1 - 1 / (1 + I)^N) / I - A$$

Whereby:

DC = Debt Capacity is the amount of bonded debt that can be obtained at a fixed interest rate and fixed term, whereby the acquired System can financially support itself in relation to the acquisition price paid by the purchaser.

NR = Revenues available after the payment of all other System expenditure requirements (i.e., operating expenditures, required transfers, debt coverage requirements, etc.).

R = Revenues generated from the rates and charges to be applied by the System's purchaser to the utility customers of the District for the providing of water, wastewater and reclaimed water services. Such revenues would include, but not be limited to, monthly user fees, capacity reservation fees, miscellaneous charges (i.e., meter installation fees, service initiation fees, etc.) and other revenue sources available to fund the expenditure needs of the System.

DOM = The direct operation and maintenance expenses associated with the providing of water, wastewater and reclaimed water service associated with those facilities utilized for serving the District's service area. Such expenses shall include, but shall not be limited to, budgetary classifications of expenses directly associated with the operation, maintenance, repairs, regulatory compliance and direct capital outlay for machinery, equipment vehicle, and fixtures (the "direct capital outlay") associated with the water and wastewater treatment and effluent disposal facilities serving the District.

CSOM = The allocable share of the annual operating expenses and direct capital outlay associated with the customer service, billing, and accounting costs required for service to the District by the purchaser.

IOM = The allocable share of the annual indirect operation and maintenance expenses and direct capital outlay incurred by the purchaser for providing service to the District. Such costs include, but will not be limited to, administrative, utility engineering, supervisory, insurance, allowances for contingencies and other related costs. Such amounts will be based on allocation procedures using standard ratemaking factors (e.g., salaries and wages, fixed asset relationships, etc.) to recognize the indirect operating expenses required for service.



- RR = Transfers to the Renewal and Replacement Fund (R&R Fund) as required by the County's authorizing Bond Resolution for disbursement to pay the cost of unusual or extraordinary maintenance repairs, the cost of renewals and replacements, the cost of acquiring, installing, or replacing equipment. The R&R Fund requirement shall be as determined in the purchaser's annual budget, but in no event shall be less than five percent (5%) of the revenues derived from water, wastewater and reclaimed water service for the current fiscal year.
- D = The annual amount of allocable or assumed debt, loan, note or capitalized lease payments ("debt service") associated with providing service to the District.
- T = Any transfers or requirements as budgeted by the purchaser which are not reflected in the above-referenced expenditure components and which are required for wholesale wastewater service. Such annual expenditures may include, but not be limited to, establishment of fleet reserves, transfer to capital accounts for additional system improvements debt coverage requirements, and other related transfers.
- I = Estimated prevailing rate of interest to be paid on assumed principal amount of bonds issued for the purpose of acquiring the System.
- N = Number of anticipated annual debt service payments equal to the term of the bonds (30 years) issued for the purpose of acquiring the System.
- A = Cost adjustments such as bond issuance costs, purchase of debt service surety, system deficiencies, etc. which effectively reduce the net amount of proceeds available to be remitted to the District in the form of a cash distribution. Cost adjustments will include the remaining principal amount of the wastewater treatment plant capital cost allocated to the District's committed capacity.

GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT
INTERLOCAL AGREEMENT

Wholesale Potable Water Service

THIS AGREEMENT made and entered into this ____ day of _____ 2003, by and between the Gateway Services Community Development District, a special purpose unit of local government established pursuant to Ch. 190, F.S., acting through and by its Board of Supervisors (hereinafter referred to as "District") and Lee County, a political subdivision of the State of Florida (hereinafter referred to as "County").

WITNESSETH

WHEREAS, the District, by the virtue of the authority granted to it under Chapter 190 of the Laws of the State of Florida, as amended, has the exclusive right and obligation to provide and distribute potable water to the properties and land located within its boundaries at the time of this Agreement said boundaries being described on the attached Exhibit "A-1" and as hereafter defined as being the District's Territory; and

WHEREAS, the District, is obligated to plan all necessary facilities for the distribution of potable water to the current and future residents, Users and properties within the District; and

WHEREAS, a portion of the District's Territory is located within the unincorporated area of the County at the time of this Agreement, said area being more particularly described on the attached Exhibit A-2, and hereafter referred to and defined as the District's Service Area for purposes of this Agreement; and,

WHEREAS, the County has an operating and functioning water system with excess capacity, and will continue, during the term of this Agreement, to have the capacity and ability to provide potable water to the District's Service Area; and

WHEREAS, the District wishes to purchase wholesale potable water from the County during the term of this Agreement and the County wishes to sell wholesale potable water to the District for all current and future residents and development of properties within the District's Service Area; and,

WHEREAS, the District has the right and ability to enter into Interlocal Agreements with the County for purchasing of potable water on a wholesale basis to provide potable water to the residents, Users and properties within the District's Territory and the District's Service Area; and

WHEREAS, the District and the County have previously entered into an Interlocal Agreement (Lee County Contract C 870910), as amended; and

WHEREAS, the County has the right and ability to enter into Interlocal Agreements with the District for the sale of potable water under the terms and conditions contained herein; and

WHEREAS, this is a sale of potable water to an independent District authorized under Chapter 190, Florida Statutes; and

WHEREAS, it is the desire of the County and the District to repeal and replace Interlocal Agreement Contract C 870910, with this amended and restated Interlocal Agreement as to the provision of potable water on a wholesale basis to the District for the District to utilize to provide retail potable water service to the District's Service Area; and,

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

DEFINITIONS: The following terms shall have the following meanings for purposes of this Agreement. Other terms, words and phrases herein not specifically defined herein shall have the meanings ascribed to them in the Definitions contained within that certain Acquisition and Utility Service Provision Agreement dated the ____ day of _____, 2003 between the parties hereto (the "Acquisition Agreement"), which Definitions are incorporated into and made a part of this Agreement. All other terms not defined either herein or in the Acquisition Agreement shall have their common and ordinary meaning.

" Wholesale Rate" is defined as a special wholesale rate charged by the County to the District as a utility, or distributor of potable water for resale to the residents, Users, customers and properties within the District's Service Area for compensation, which rate is the most favorable rate of and within the County for similar service. Such rates for wholesale service shall reflect the true and accurate actual cost to the County and reflecting no costs for District provided services such as retail meter reading, billing, retail distribution system operations, repair and maintenance, retail billing administration, and customer service activities.

ARTICLE I - GENERAL CONDITIONS

1.1 The District is and shall remain the sole retail provider and utility for the delivery and sale of potable water on a retail basis to the property owners, residents, customers and properties ("Users") within the District's Service Area.

The County will provide potable water on a wholesale basis to the District pursuant to the terms and conditions of this Agreement. The County agrees to provide to the District and the District agrees to accept, pursuant to the terms and conditions set forth herein, a quantity of potable water, sufficient for the full requirements of all the District's present and future Users and development of the properties within the District's Service Area. The potable water to be delivered and provided to the District shall be treated in accordance with and conforming to Governmental Standards, as modified from time to time. The County represents to the District that its water treatment facilities presently operate and produce potable water in accordance with existing Governmental Standards, or are working within an existing allotted time frame to correct any deficiencies as indicated by an appropriate regulatory agency(ies). The County further agrees that during the life of this Agreement, the water quality shall be maintained at a level to conform with present and future Governmental Standards, or in the event there are any changes in the Governmental Standards, the County shall have use of all of the time that is properly allotted by the regulatory agency(ies), to bring the water quality to the new Governmental Standards.

1.2 The District has, at its expense, completed a tap-in to the existing potable water line of the County and installed a transmission line within the Daniels Road right-of-way from the tap-in point to the District's internal water distribution system, (the "Point of Delivery"). The District has also provided and connected to the aforesaid existing County potable water line, at its expense, a master meter of a type approved by the County at the Point of Delivery located within the boundary of the District at the location depicted on Exhibit "B".

1.3 At the closing of the sale of the wastewater treatment Facility, the potable water transmission line located within the Daniels Road right-of-way and master meter, shall be conveyed by the District to the County and accepted by the County and become property of the County. The County shall maintain the transmission line and master meter.

1.4 The County shall have the responsibility of expanding the transmission line capacity upstream of the master meter Point of Delivery, including but not limited to additional lines along the north side of Daniels Parkway just west of Gateway that would connect the existing County 16" waterline into the existing District 16" waterline resulting in parallel 16" lines along Daniels Parkway west of Gateway necessary to loop the

existing system, to provide necessary potable water to the District pursuant to this Agreement at proper flows and pressure as required by this Agreement and Governmental Standards. For so long as the District owns and maintains the potable water distribution system within the District the County shall not have the responsibility of expanding the potable water distribution system within the District's Territory.

1.5 Until and unless the County owns the potable water distribution lines currently owned by the District within the District's Territory, the County shall not be assume any financial responsibility for the operation and maintenance of the District's water lines within the District's Territory.

1.6 Annually on or about October 1 of each calendar year, District shall provide to County a current schedule of residential units and commercial uses, which are projected to be added to the District's system within the District's Service Area for the next succeeding five-year period (hereinafter the "5 year plan"), which information the County may rely upon in expanding its facilities to provide potable water to the District and in addition, District will provide an estimate of water utilized within the District's Service Area for routine flushing of its distribution lines which may include flushing of lines resulting from new construction. Within 90 days of receipt of the afore-referenced schedule, the County shall notify District if the County determines that it cannot provide the required quantity of water in the amount of capacity projected by the District in the 5 year plan at acceptable flows and pressure as determined by Governmental Standards and shall initiate a plan to expand its capacity to meet the terms of this Agreement. County shall provide these services at no less a level of care as the other portions of the County's system. Upon receipt of a written notice from County that it cannot meet the needs identified in the District's 5 year plan and if the County does not submit a plan within 12 months to expand its water capacity to meet the District's needs, the District shall have the option to follow one or more of the courses outlined in Section 15 of the Acquisition Agreement either in combination or sequence, and shall keep the County apprised of its intentions by written notice thereof.

1.7 The District shall provide to the County, following a written request, customer meter reading results as necessary for the County to prepare utility bills to the District, upon any failure of the respective master meters.

ARTICLE II - GENERAL ASSURANCES AND REPRESENTATIONS

2.1 The County hereby represents to the District that it has and will continue to have the ability to provide the District and District's Users with sufficient potable water of the quality and quantity required by Article 1 of this Agreement for the District's Service Area.

2.2 It is understood by the County that the District has no plans at this time for storing potable water in the first development area as depicted in the attached Exhibit "A-3". The County shall provide the potable water to the District at a minimum pressure at the Point of Delivery at a minimum of 50 psig that meets all Governmental Standards. For so long as the District owns and maintains the potable water distribution system the County shall not have the responsibility for the potable water distribution system infrastructure beyond the Point of Delivery.

2.3 The County represents to the District that it will, during the term of this Agreement, have sufficient raw water supply capacity, and water treatment capacity, to furnish the potable water in sufficient quantity and required quality referred to herein in compliance with the terms of this Agreement, except for those events beyond the County's reasonable, lawful control, to include, but not be limited to: mechanical failure, repairs, routine maintenance, acts of God, rationing, or additional Governmental Standards which would potentially alter the quantity an/or the quality of the delivered water. The County will notify District of any of the aforesaid events which would adversely affect the County's ability to provide potable water to the District within 15 calendar days of County's becoming aware of any of said events along with an appraisal of the effect of said event upon the County's ability to provide potable water to the District. In the event the County or District conclude that the County can no longer provide potable water to the District as required by this Agreement, the County and District shall have the same rights and obligations as set out in Section 1.6 hereunder to apply after a notice of inability to serve is delivered.

ARTICLE III - CHARGES AND MAINTENANCE

3.1 During the period of this Agreement prior to September 30, 2007, the District shall pay the County's previously agreed upon rate of \$2.10 per 1,000 gallons of metered water consumption measured at the Point of Delivery.

3.2 During the period of this Agreement prior to September 30, 2007, the District shall receive a credit in the amount of \$.54 per 1,000 gallons of water consumption, representing the District's cost of providing services which are included in the County's prior rate but which will be provided by the District and not the County. These costs include meter reading, billing and line maintenance for the District's internal potable water distribution system.

3.3 The County has established a system-wide wholesale rate for wholesale potable water service. Nonetheless:

A. From October 1, 2007 to September 30, 2008 (FY 2008), the District shall pay a rate equal to the rate on September 30, 2007, plus one-third of the difference between the rates for September 30, 2007 and the County's system-wide wholesale potable water rate on October 1, 2007. From October 1, 2008 to September 30, 2010 (FY 2011), the District shall pay a rate equal to the rate on September 30, 2007, plus two-thirds of the difference between the rates for September 30, 2007 and the County's system-wide wholesale potable water rate on October 1, 2008. In no event shall the rate charged to the District based on the formula exceed the rate charged by the County for wholesale potable water service.

B. After October 1, 2009, (FY 2010), the District shall pay the County's system-wide wholesale potable water customer rate for wholesale potable water service.

3.4 The determination or establishment of County's rates, fees, and charges to District shall not result from or be determined by transfers of funds to County's General Fund or any fund other than County's Utility Fund for the purpose of any of the following activities: police, fire, rescue, roads and public works (other than actual utility costs), parks and recreation, library, non-utility debt service, solid waste, natural gas, or other like service departments unless such other department directly and unequivocally provides necessary services to the County's Utility Fund for the direct benefit of such Utility Fund. County General Fund expenditures which provide services and benefits to County's System shall be allocable to County's rates to the extent appropriate under existing legal standards on rates imposed by Florida law, and verifiable pursuant to cost allocation analysis. County may utilize connection fees collected pursuant to this Agreement only for utility purposes for the providing of utility service to new customers within the County's service area and for County potable water facilities that service the District's Service Area, including but not limited to: production, treatment, pumping and transmission components of the potable water system.

For any proposed increase in rates or charges, including connection charges, which is applicable to District, County shall provide to District upon District's request, documentation, data, and other evidence certified by a professional consultant, who specializes in water utility operations and the establishment of rates for services, which is sufficient to establish County's basis for establishing such increases in rates, fees, or charges; and notice of the hearings scheduled by County's commission to consider such increases at least thirty (30) days prior to the hearings. County shall document such costs and increases in such costs, which documentation shall be certified by a professional consultant who specializes in water utility operations and the establishment of rates for services. Any such increase in rates, fees, or charges shall be uniformly

applied to all of County's customers in a similar service class, including the District. County shall not charge District or any District Customer any rate, charge, or fee it does not charge any other County Customer in the similar service class. County shall be fair, reasonable, nondiscriminatory, equitable, and uniform in determining and enforcing classifications, categories, rates, fees, charges, rules and regulations.

3.5 In the event of a failure of the master meter which causes a lower water reading of greater than 15% compared to the meter after it is repaired or re-calibrated: i.) for the first two (2) years of this agreement, the wholesale potable water bill will be adjusted based on the historical average District's retail sales of potable water meter readings for the period in the prior two (2) years; and thereafter, ii) will be adjusted based on the District's retail sales of potable water meter readings for the period in the last two (2) years. Adjustments shall be for no more than twelve (12) months.

3.6 Within fifteen (15) days after the end of each month, District shall provide County with a monthly report of requests for service or building permits by District customers with a reconciliation of connection charges paid by District customers. In the event that the County denies a building permit or certificate of occupancy request made by District or a District customer solely because County allegedly cannot provide utility service or assurances thereof sufficient to meet the permit or certificate requirements, County shall repay the applicable connection charge to District within thirty (30) days after notification to County by District's customer of the denial of the building permit or certificate of occupancy by Lee County.

3.7 The District shall collect the potable water "Connection Fee" as defined by Lee County Utilities ("LCU"), for each new structure that is connected to the District's internal potable water distribution system within the District's Service Area. The amount of the fee shall be the same as that paid by similar customers of the County's potable water system as it may be increased or decreased system-wide by the County from time to time. The principal amount of all such water connection fees shall be remitted by the District to the County monthly along with an accounting identifying each residential or commercial connection. The principal amount of all previously collected potable water connection fees which currently are maintained by the District in accordance with the provisions of Section 3.3 of the original agreement, Lee County Contract C870910, as amended, shall be remitted to the County within 30 calendar days of the effective date of this Agreement.

3.8 The County shall be responsible for all maintenance, testing and repairs to the master meter. Testing shall be performed at least annually.

3.9 Payment for all charges assessed against the District shall be made to the County on a monthly basis during the term of this Agreement within required due dates as established by the County.

3.10 County hereby recognizes that the District as a Chapter 190 Florida Statutes provider is a large volume bulk or wholesale customer of potable water, and shall not be subject to the County's stepped "conservation rate schedule". The District recognizes the need for conservation and hereby agrees to adopt its own stepped conservation rate structure for its customers. The stepped rate charges so collected shall be retained by the District.

3.11 The County agrees that the District may "paydown" the potable water rates of its Users as follows upon the exercising of the District's option to sell to the County, and closing of the County's purchase of the water and sewer systems from the District. Annually, prior to the start of each fiscal year, the District can prepay, with proceeds from said sale any amounts that it wishes to the County to paydown the impact of County rates upon the Users within the District's Territory or Service Area. Upon receipt of such prepayment, the County will calculate a credit per equivalent residential connection (ERC) to be issued against the fixed monthly charge portion of the water and wastewater bills of District Users in the District's Service Area respectively for the next fiscal year, that in the aggregate will equal the prepayment made to the County respectively by the District on its Users' behalf. The District is not obligated to make any such prepayments under this agreement, however, the County will be obligated to apply any such prepayments that the District makes as credits to District Users in the District's Service Area respectively. If the District desires to paydown its Users' rates with the District's Service Area in any fiscal year it must notify the County in writing no less than ninety (90) days prior to the start of the fiscal year in which the credits are to be effective. Prepayment of the paydown amount must then be received from the District no less than sixty (60) days prior to the start of the fiscal year in which the credits are to be effective. This Section shall continue in full force and effect during the stated term of this agreement, and shall succeed any early termination of the agreement.

ARTICLE IV - LENGTH OF AGREEMENT

4.1 This Agreement shall remain in full force and effect from the date of this agreement for a period of thirty (30) years from the date first approved until September 30, 2033, unless it is otherwise terminated as provided for herein or in the Acquisition Agreement. This Agreement shall thereafter, unless earlier terminated as provided herein, be renewed for consecutive, successive thirty (30) year terms, unless, five (5)

years prior to the expiration of the original term of this Agreement [and if automatically renewed, prior to the expiration of such renewal term the District notifies the County in writing that District elects not to renew the Agreement. In the event this Agreement is not renewed, District and County each reserve their respective claims as to service area and rights as provider of water and wastewater service within their respective defined service areas and District shall have the rights contained herein and in the Acquisition Agreement including but not limited to reacquisition of a portion of the Facility Site; obtaining a consumptive use and other permits and other governmental authority; and certain other remedies if District prevails on its claims to exercise District's right to provide service to District Customers. Notwithstanding any other right District may have pursuant to this Agreement, if the District still retains ownership of wastewater collection or reclaimed water distribution lines, District may exercise such rights in the final five (5) years of this Agreement and such rights and obligations shall survive the expiration or termination of this Agreement. Upon expiration of the term of this Agreement, the parties may mutually negotiate a new or extended Agreement.

4.2 This Agreement shall automatically terminate after exercising of the District's option to sell to the County, at the time of closing of the County's purchase of the potable water system within the District's Service Area, pursuant to and in accordance with the Purchase Agreement.

4.3 This Agreement shall be binding on and inure to the benefit of the successors and assigns of the County and the District. This Agreement may only be amended by a mutual agreement of the parties hereto, which amendment shall be reduced to writing and executed with the same formalities as the execution of this Agreement.

4.4 This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

4.5 Any litigation concerning this Agreement shall be in the appropriate state court having jurisdiction, in Lee County, Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officials, duly authorized to do so the date above first written.

ATTEST: CHARLIE GREEN
CLERK OF COURT

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____

By: _____
Chairman

ATTEST: SECRETARY

GATEWAY SERVICES DISTRICT

BY: _____

BY: _____
Chairman

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

OFFICE OF THE
COUNTY ATTORNEY

DISTRICT COUNSEL

COUNTY ATTORNEY

EXHIBIT LIST

WHOLESALE POTABLE WATER SERVICE AGREEMENT

<u>EXHIBIT</u>	<u>DOCUMENT/ITEM</u>
A-1	Map of District Boundaries
A-2	Map of District, in Unincorporated Areas
B	Location of Point of Delivery

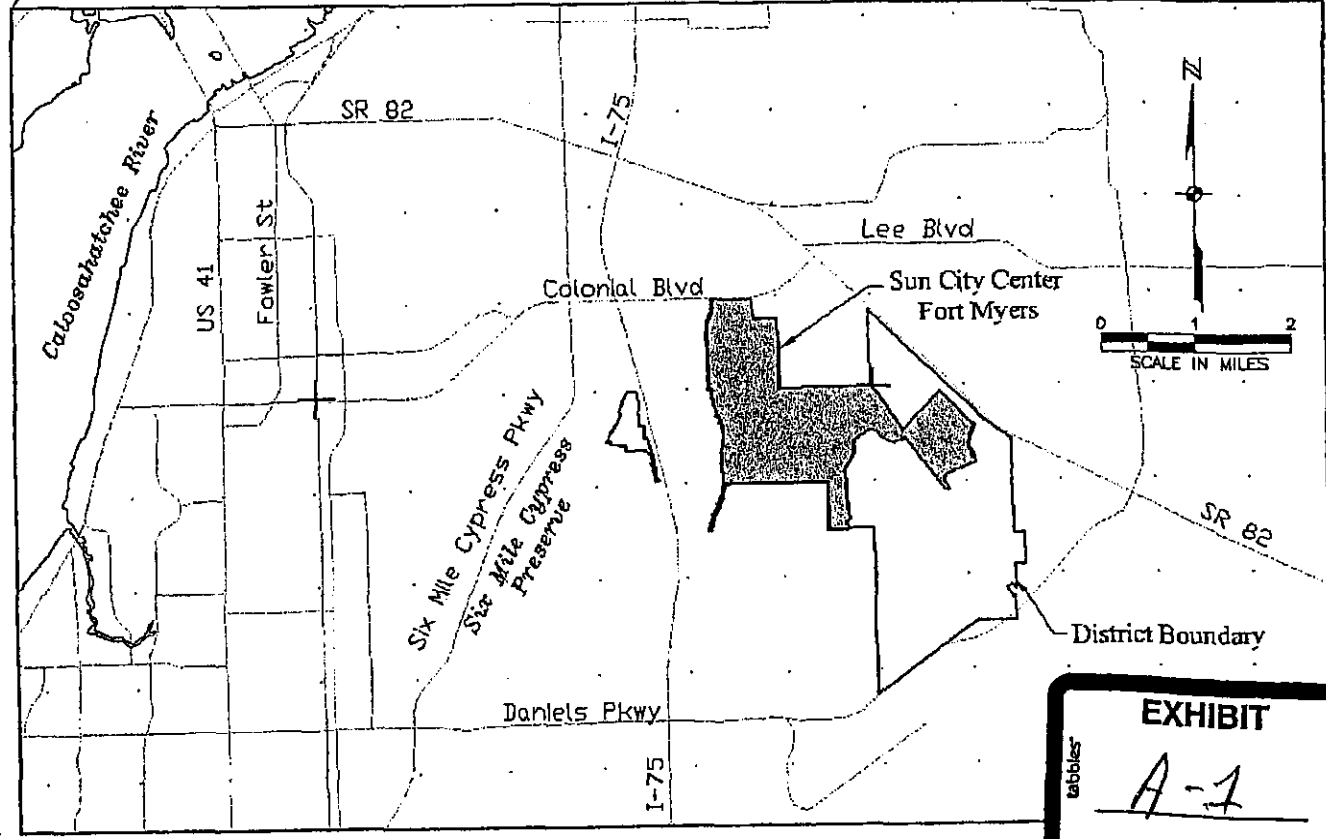
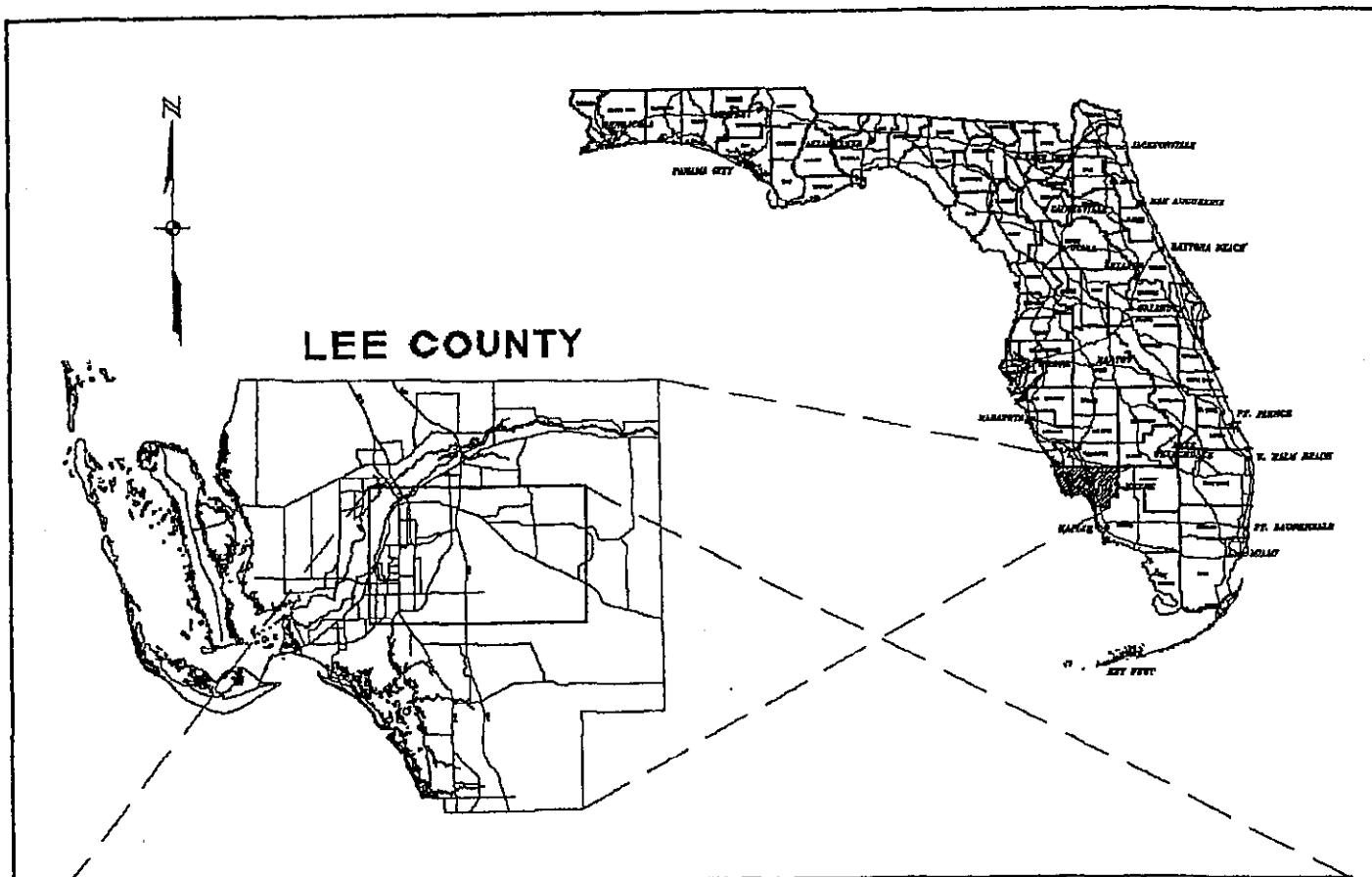


EXHIBIT
 A-1

J:\20023085\02308501.dwg Cover

JOHNSON
ENGINEERING

2158 JOHNSON STREET
 P.O. BOX 1550
 FORT MYERS, FLORIDA 33902-1550
 PHONE (941) 334-0046
 FAX (941) 334-3661
 E.B. #642 & L.B. #642

Location Map

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
04/05/02	20023085		As Shown	Fig 1

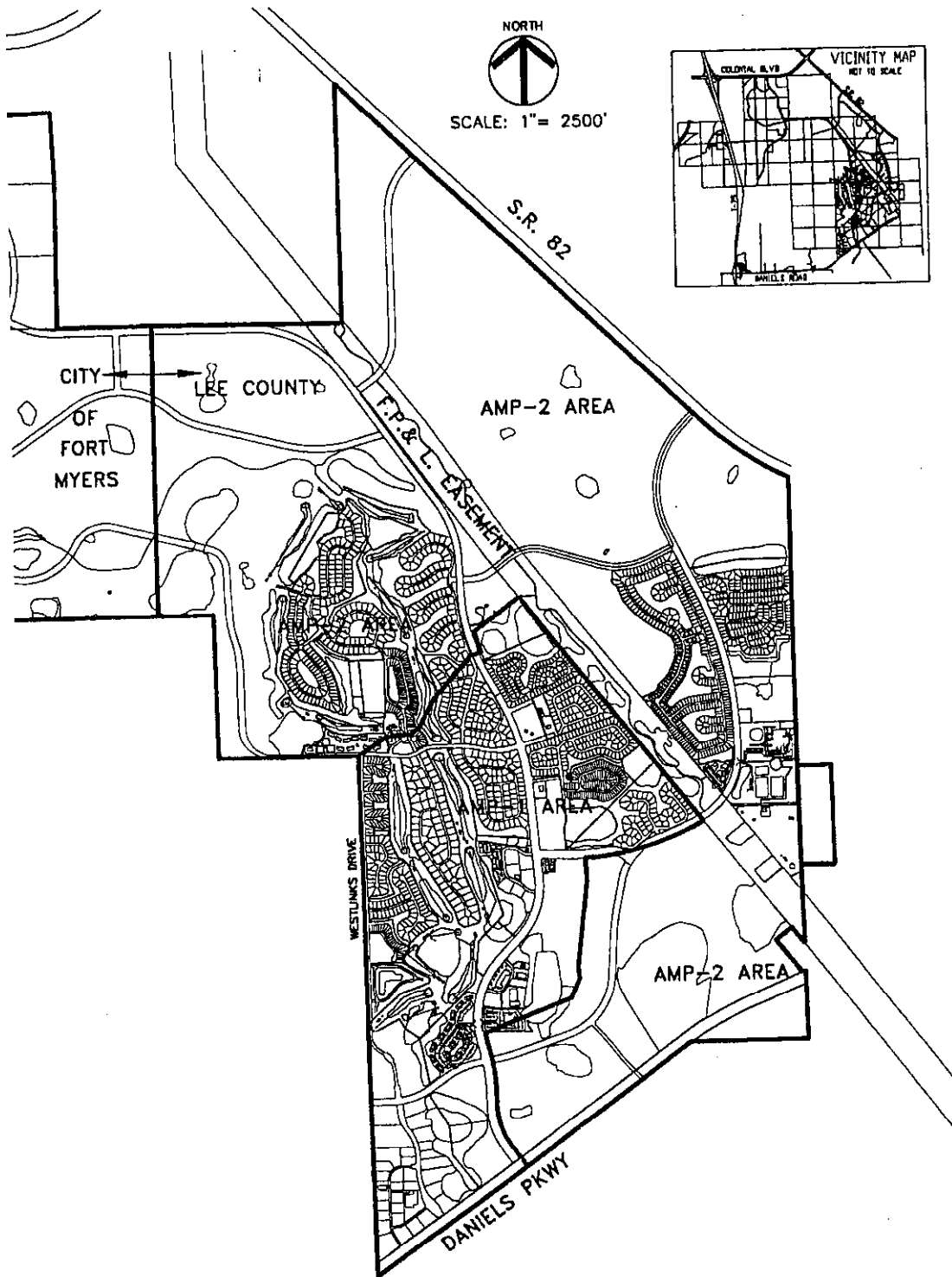
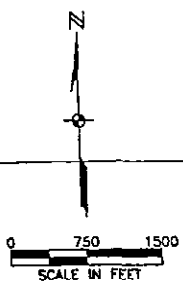


Exhibit A-2
 Map of District in Unincorporated Areas
 ("District's Service Area")

J:\16426\1-28-03 Bx11 gateway map.dwg (BX11 MAP) CER Jan 29, 2003 - 2:53pm

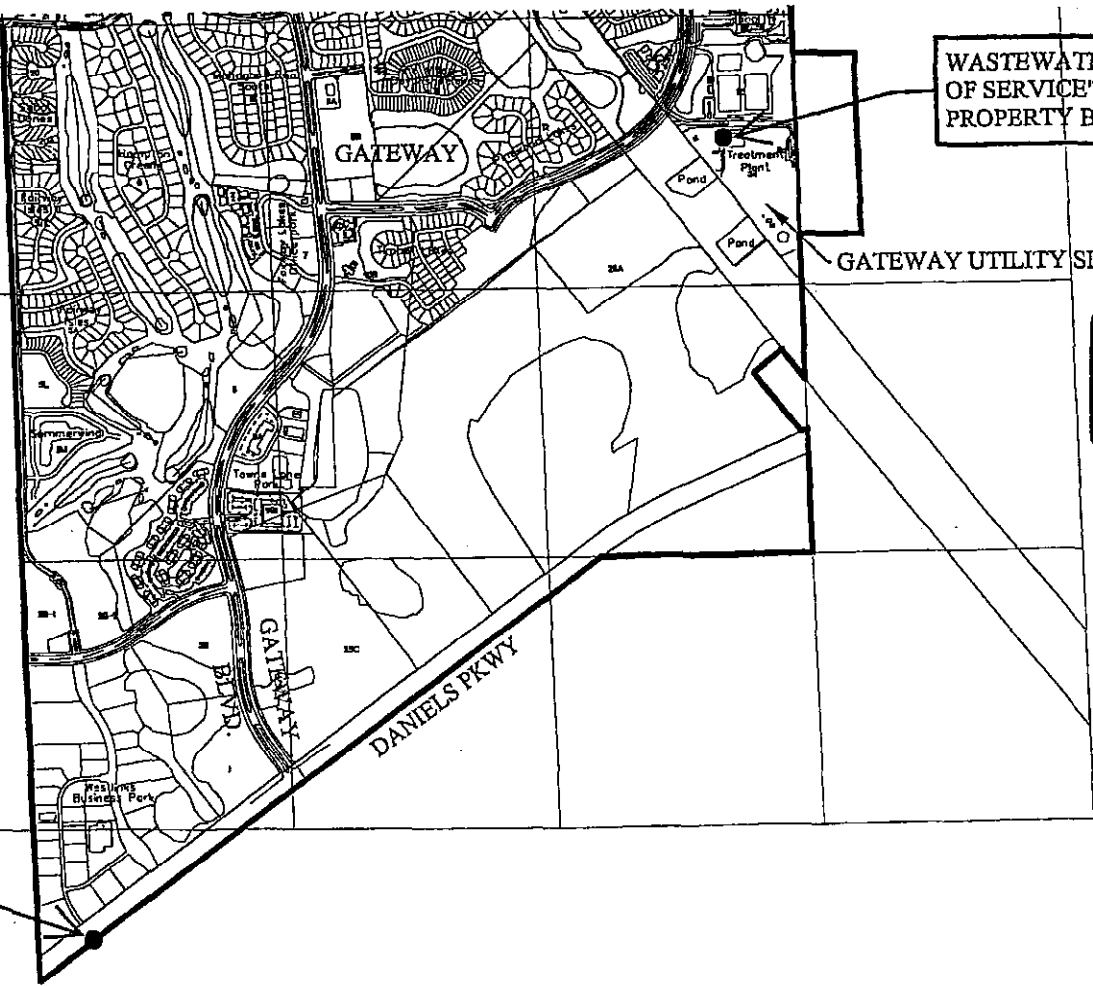


POTABLE WATER "POINT OF SERVICE" (DOWNSTREAM OF COUNTY'S MASTER METER)

WASTEWATER "POINT OF SERVICE" (AT COUNTY PROPERTY BOUNDARY)

GATEWAY UTILITY SITE

EXHIBIT
B



Gateway
Fort Myers, Florida

JOHNSON
ENGINEERING

2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
FAX (239) 334-3881
E.B. #642 & L.B. #642

Point of Connections
(Potable Water & Wastewater)

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
1-29-03	16426	35-44-25	As Shown	1

GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT
INTERLOCAL AGREEMENT

Wholesale Wastewater Treatment and Reuse Water Service

THIS AGREEMENT made and entered into this ___ day of _____, 2003, by and between the Gateway Services Community Development District, a special purpose unit of local government established pursuant to Chapter 190, F.S. acting through and by its Board of Supervisors (hereinafter referred to as "District") and Lee County, a political subdivision of the State of Florida (hereinafter referred to as "County").

WITNESSETH

WHEREAS, the District, by the virtue of the authority granted to it under Chapter 190 of the Laws of the State of Florida, as amended, has the exclusive right and obligation to collect, treat and dispose of wastewater and distribute reuse water to the properties and land located within its boundaries, said boundaries at the time of this Agreement being described on the attached Exhibit "A-1" areas herein defined as being the "District's Territory"; and,

WHEREAS, the District is obligated to plan all necessary facilities for the collection, treatment and disposal of wastewater and distribution of reuse water to the current and future residents, users and properties within the District's Territory; and,

WHEREAS, a portion of the District's Territory at the time of this Agreement is located within the unincorporated area of the County, said area being more particularly described on the attached Exhibit A-2, and hereafter referred to and defined as the District's Service Area for purposes of this Agreement; and,

WHEREAS, the County has purchased from the District an operating and functioning wastewater treatment plant and facility with reuse water treatment capability as licensed by the Florida Department of Environmental Protection ("DEP") with a present design capacity of 1.0 MGD (the "Present Facility Capacity"); and,

WHEREAS, the Facility is currently rated and permitted to operate at 0.50 MGD; and will continue, during the term of this Agreement, to have sufficient capacity and ability to provide wholesale wastewater treatment and reuse water (as reuse water is defined herein) to the District's Service Area; and,

WHEREAS, the District desires to purchase wastewater treatment and reuse water services on a permanent basis during the term of this Agreement, and the County desires to sell wastewater treatment and reuse water services to the District, on a wholesale basis, for all current and future residents and development of properties within the District's Service Area; and,

WHEREAS, the County has committed and the District has reserved 0.743 MGD of wastewater treatment capacity and reuse water service capacity from the above referenced Present Facility Capacity for the District's purposes; and,

WHEREAS, the County has agreed to expand the Facility as necessary and appropriate to continue to provide high quality wastewater treatment services and reuse water service to the District and the District's Users; and,

WHEREAS, the District has the right and ability to enter into interlocal agreements with the County for purchasing of wastewater treatment and reuse water service on a wholesale basis for the provision of sewage collection/wastewater treatment services and reuse water service to the residents, users and properties within its boundaries; and,

WHEREAS, the County has the right and ability to enter into interlocal agreements with the District for the collection, treatment and disposal of wastewater and reuse water service under the terms and conditions contained herein; and;

WHEREAS, as to the District, this is a provision of wholesale wastewater treatment and wholesale sale of reuse water service to an independent water District authorized under Chapter 190, Florida Statutes,

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

DEFINITIONS: The following terms shall have the following meanings for purposes of this Agreement. Other terms, words and phrases herein not specifically defined herein shall have the meanings ascribed to them in the Definitions contained within that certain Acquisition and Utility Service Provision Agreement dated the ____ day of _____, 2003 among the parties hereto (the "Acquisition Agreement"), which Definitions are incorporated into and made a part of this Agreement. All other terms not defined either herein or in the Acquisition Agreement shall have their common and ordinary meaning

"EQUIVALENT RESIDENTIAL CONNECTION (ERC)" is defined as 200 gallons per day (gpd) expressed on an average daily flow basis, or one detached single family dwelling unit. ERC equivalencies for all other uses and classifications shall be those utilized by the District and the District's

definitions of ERC as contained within the adopted rules and regulations of the District.

"USED CAPACITY" is defined as (1) the maximum continuous three-month average daily flow or (2) the maximum daily flow divided by 1.5, whichever is higher, for the last 60 months for which data is available, on a rolling basis.

"WASTEWATER TREATMENT FACILITY": Shall mean the Facility.

"WHOLESALE WASTEWATER RATE": Shall mean the rate charged on a per thousand gallon basis of wastewater delivered developed to capture the full recovery of actual costs incurred by the County for the provision of wholesale wastewater service applied and calculated on a consistent basis.

ARTICLE I - GENERAL CONDITIONS

1.1 The District is and shall remain the sole retail provider and utility for the collection of wastewater and distribution of treated wastewater, reuse water and irrigation water on a retail basis to the future and present property owners, residents, customers and properties ("Users") within the District's Service Area.

1.2 A. The District has requested and the County hereby reserves and commits to the District 0.743 Million Gallons per Day (MGD) of wastewater treatment capacity of the Present Facility Capacity, which shall be defined to be the "District's Present Committed Capacity", from the County's Facility, which the County purchased from the District, in accordance with the Acquisition and Utility Service Agreement ("Agreement") of _____, 2003. _____ 0.257 MGD of wastewater treatment capacity of the Facility, is the "County's Present Committed Capacity" from the Facility. The County agrees to provide wastewater treatment services to the District for its "Used Capacity" equal to the "District's Present Committed Capacity", and to expand the Facility as may be necessary to assure that the District will have its wastewater treatment "Committed Capacity" as needed and as required under this Agreement to provide wastewater service to its service areas and to the District's Users.

B. Until such time as District's Used Capacity equals the District's Committed Capacity, and provided that the County is not in default of this Agreement, the County may from time to time have a "Used Capacity" of the Facility that exceeds the "County's Committed Capacity" provided that:

1. it notifies the District in writing not less than 60 days prior to the time it intends to increase its Used Capacity; and,

2. the additional Used Capacity does not adversely impact the District's "Used Capacity"; and,
3. the total County Used Capacity does not exceed 90% of the permitted capacity less the "District's Used Capacity "; and,
4. the County decreases its Used Capacity to lower levels upon written notification from District that the additional capacity then being used by County is needed by the District; and,
5. the County pays an increased portion of the operation and maintenance costs of the Facility and an increased portion of the debt service commensurate with the additional utilized capacity, with a concomitant deduction in the amount of the District's debt service obligation.

1.3 The District agrees to provide and the County agrees to accept, treat, dispose of reuse wastewater for the full requirements of all the District's Users , pursuant to the terms and conditions set forth herein. The District shall be responsible for the collection and transmission of wastewater within the District's Service Area to the Facility boundary which shall be defined to be the "Point of Delivery". The County shall be responsible for the treatment of wastewater received from the District's Service Area, reuse water processing, and distribution to the District's irrigation system of the reuse water, by delivery to the District's ground storage tank located as depicted on the attached Exhibit "B" and, until such time as the County owns the irrigation distribution system, the District shall be responsible for supplemental irrigation water supply from existing on-site wells at the Facility, and distribution of the reuse water and supplemental reuse water.

1.4 Wastewater treatment services shall be performed in accordance with and conforming to all Governmental Standards as modified from time to time. The County represents to the District that the Facility presently operates and treats wastewater in accordance with existing Governmental Standards, or that the County is working within an allotted time frame to correct any deficiencies as indicated by an appropriate regulatory agency.

The County further agrees that during the term of this Agreement, the wastewater effluent quality shall be maintained at a level to conform with all present and future Governmental Standards, or in the event there are any changes in the Governmental Standards, the County shall have use of all of the time that is properly allotted by the applicable regulatory agency(ies), to bring the wastewater effluent quality to the new Governmental Standards.

1.5 The District shall have the right to add wastewater connections within the District's Service Area without paying additional connection fees to the County, up to the District's Present Committed Capacity (i.e. 0.743 MGD), as described herein.

1.6 The County shall provide, at no charge to the District or District's Users, and the District shall accept for use, subject to generally acceptable landscape

maintenance standards in the community for use and acceptance, and subject to health, safety and welfare considerations, wholesale reuse water for all Users in the District's Service Area up to the full amount available from the Facility.

1.7 The District shall cooperate with the County to expand the District's use of reuse water, if needed to meet expanded wastewater treatment plant capacities, within the District's Service Area using reuse water.

1.8 The District shall cooperate with the County to provide easements on District property, or access to rights-of-way within the District, as needed for the interconnection of the County's wastewater force main from Daniels Road to the Facility.

1.9 Annually on or about October 1 of each calendar year, the District shall provide to the County a current schedule of residential units and commercial uses, projections of connections, wastewater "Used Capacity", required "Committed Capacity" and irrigation water demands which are to be added to the District's system within the District's Service Area for the next succeeding five-year period (hereinafter the "5 year plan"), which information the County may rely upon in expanding its facilities to provide wastewater treatment capacity to the District. Within 90 days of receipt of the above-referenced schedule, the County shall notify the District if the County determines that it cannot provide the required quantity of wastewater treatment capacity in the amount projected by the District in the 5 year plan, and the County shall initiate a plan to expand its capacity to meet the terms of this Agreement. The County shall provide the increased additional needed "Committed Capacity" to the District as required by the District.

Upon receipt of a notice from the County that it cannot meet the needs identified in the District's 5 year plan and if the County does not submit a plan within 12 months to expand its wastewater treatment capacity to meet the District's needs, the District shall have the option to follow one or more of the courses outlined in Section 15 of the Acquisition Agreement either in combination or sequence, and shall keep the County apprised of its intentions by written notice thereof.

1.10 In accordance with the existing terms of the County's Development Order, all wastewater collection lines within the District's Service Area shall be installed, operated and maintained by the prime developer, WCI Communities, Inc./Bay Colony-Gateway, Inc., and/or the District. Until and unless the County acquires the District's wastewater collection system, the County shall not, at any time, assume any financial responsibility for the operation and maintenance of the wastewater collection system within the District's Service Area, as part of this Agreement.

ARTICLE II - GENERAL ASSURANCES AND REPRESENTATIONS

2.1 The County hereby represents to the District that it has and will continue to have the ability to provide the District with sufficient wastewater treatment capacity of the quality required by Article 1 of this Agreement for the District's Service Area.

2.2 The County represents to the District that it will, during the term of this Agreement, have sufficient wastewater treatment and disposal capacity, to treat and properly dispose of the quantity of wastewater required by the District to the quality required herein, except for those events beyond the County's reasonable, lawful control, to include, but not be limited to: mechanical failure, repairs, routine maintenance, Acts of God, rationing, or additional regulation by any State or Federal agencies which would potentially alter the quantity and/or the quality of the wastewater effluent.

The County will notify the District of any of the aforesaid events which would adversely affect the County's ability to provide wastewater treatment services to the District within 15 calendar days along with an appraisal of the effect of said event upon the County's ability to provide wastewater treatment services to the District and a schedule when such services will be available. In the event the County concludes it cannot provide sufficient wastewater treatment services to the District as required by this Agreement, the County and the District shall have the same rights and obligations as set out under Section 1.8 hereof to apply after a notice of inability to serve is delivered.

ARTICLE III - CHARGES AND MAINTENANCE

3.1 A. The current total annual debt service for the financing of the wastewater treatment plant acquisition and initial improvements **\$231,944**. Subject to adjustments upon the County's utilization of capacity in excess of its committed capacity as per Section 1.1B above, allocation of this annual debt service to the County and District based upon their respective committed capacities results in annual debt service commitments as follows:

<u>Entity</u>	<u>Committed Capacity in GPD</u>	<u>Percent of Total Capacity</u>	<u>Annual Debt Service Commitment</u>
Lee County	257,000	25.70%	\$59,609
Gateway Services District	743,000	74.30%	\$172,335
Total	1,000,000	100.00%	\$231,944

The District shall pay its aforesaid annual debt service commitment to the County in 12 equal monthly installments, unless otherwise requested and approved by the County.

B. The capital costs for expansion of the wastewater treatment plant to

meet increases in Committed Capacity requirements of the District or County above 1.0 MGD shall be allocated and charged to the parties based on the respective increase in Committed Capacity of the parties. The District shall have the option of paying its proportionate share for the cost of said expansion by either: 1.) paying its proportionate share in full at the time of completion of the additional Facility capacity; 2.) paying its proportionate share of any additional debt service associated with additional Facility capacity through an annual debt service commitment payable in 12 equal installments; or 3.) payment of the County's wastewater connection fees for all connections in excess of the initial District Committed Capacity calculated on the basis of the District's proportionate share of the cost of such additional Facility capacity up to the actual proportionate share attributable to the District's requirements. The expansion of the wastewater treatment plant will be the sole responsibility of the County, and except as otherwise provided in the Agreements, the County will retain ownership of the Facility assets.

3.2 The District will not pay wastewater connection fees to the County for additional connections to the wastewater system within the District's Service Area for so long as the total Equivalent Residential Connections (ERC's) of the District within the District's Service Area are less than 3,715 ERC's, which corresponds to the initial District Present Committed Capacity of 0.743 MGD. Thereafter, the District shall remit to the County the then current wastewater connection fees for all additional connections to the District's system in the District's Service Area in excess of 3,715 ERC's, unless the District has previously paid its proportionate share of debt service or capital cost as provided in Paragraph 3.1 above herein. The initial number of existing actually connected ERC's in the District's Service Area for purposes of this Agreement shall be established as of the closing date of the sale of the Facility to the County.

3.3. The District shall pay to the County a monthly payment for operations and maintenance (O&M) costs, based on actual costs for wastewater treatment and disposal from that Facility. The initial rate shall be \$1.77 per 1,000 gallons of potable water at the District's potable wholesale water master meter, such rate to be adjusted annually if necessary, to reflect the actual costs of the subject wastewater treatment plant system for the previous twelve (12) months. Allocations of Actual Costs among the County and District shall be based on the District's wholesale potable water master meter minus 10% for loss; with the County's allocation consisting of the balance after accounting for the District's usage, which for purposes of this calculation shall not be less than 92,000 gallons per day. The basis for the wholesale wastewater O&M rate will be per the attached calculation method titled "Basis For Volumetric Component Of Wholesale Wastewater Rate" which is attached hereto and made a part hereof as Exhibit "C". In no event shall the County administrative overhead attributable to the Facility (including the cost of any outside vendor) exceed the amount of \$40,000.00 per year, beginning with Fiscal Year 2003-2004 adjusted annually for inflation.

3.4 The Parties recognize that the County has recently adopted uniform wholesale utility rates (potable water service and wastewater treatment service) for all "bulk"

customer users of its Systems, to include governmental entities. The County wholesale rates for potable water and wastewater services shall be developed in order to capture only the full recovery of the actual costs attributable to the wholesale water and wastewater service functions. As the result, 1. the District may, at its sole option, and at any time during the term of this Agreement, upon thirty (30) days notice to the County, request that the County's then-adopted wholesale wastewater treatment rate be applied to the District in lieu of the rate as otherwise calculated in this Section, in which event the County will provide service at the County 's wholesale wastewater rate; or 2. after the first ten (10) years of this Agreement, and only when the calculated wastewater treatment rate in this Section is equal to the then-adopted County wholesale wastewater treatment rate, the District will be charged the County wholesale wastewater treatment rate for the balance of the term of this Agreement; and any renewal term. Should the District exercise its option to convert, or is phased on to the County's uniform wholesale utility rates, the County agrees that the wholesale rates charged the District will be the lowest rate offered to any wholesale or bulk customer of the County's system receiving comparable service. The County further agrees that the calculation of the uniform wholesale rates charged to the District shall be limited to a proportionate share of the County's costs of providing those services used by, and the investments made to, serve the County's wholesale customers.

3.5 Payment for all charges to the District shall be made to the County on a monthly basis during the term of this Agreement within required due dates as established by the County.

3.6 The District shall pay the County for wholesale reuse water, requested by the District above the District's Committed Capacity, at the County's then current wholesale reuse water rate (currently \$0.25/1000 gallons), as that rate may be modified from time to time system wide.

3.7 The County agrees that the District may "paydown" wastewater rates of its Users as follows, upon the exercising of the District's option to sell to the County and closing of the County's purchase of the Wastewater Systems from the District. The District can, annually, prior to the start of each fiscal year, prepay any amounts that it wishes to the County to pay down the impact of County retail rates upon its Users. Upon receipt of such prepayment, the County will calculate a credit per ERC to be issued against the fixed monthly charge portion of the wastewater bills of District Users' in the District's Service Area respectively for the next fiscal year, that in the aggregate will equal the prepayment made to the County. The County will be obligated to apply any such prepayments that the District makes as credits to District Users in the District's Service Area as described herein. If the District desires to paydown its Users' rates with the County in any fiscal year it must notify the County in writing no less than ninety (90) days prior to the start of the fiscal year in which the credits are to be effective. Prepayment of the paydown amount must then be received from the District no less than sixty (60) days prior to the start of the fiscal year in which the credits are to be

effective.

This section shall continue in full force and effect during the stated term of this Agreement, and shall succeed the early termination of the Agreement.

ARTICLE IV - LENGTH OF AGREEMENT

4.1 This Agreement shall remain in full force and effect for a period of thirty (30) years from the date first approved until September 30, 2033, unless it is otherwise terminated as provided for herein or in the Acquisition Agreement. This Agreement shall thereafter, unless earlier terminated as provided herein, be renewed for consecutive, successive thirty (30) year terms, unless five (5) years prior to the expiration of the original term of this agreement, [and if automatically renewed, prior to the expiration of each renewal term] the District notifies the County in writing that District elects not to renew the Agreement. In the event this Agreement is not renewed, District and County each reserve their respective claims as to service area and rights as provider of water wastewater and reuse water service within their respective defined service areas, obtaining a consumptive use permit for supplemental wells and other permits and other governmental authority; and certain other remedies if District prevails on its claims to exercise District's right to provide service to District Users. Notwithstanding any other right District may have pursuant to this Agreement, if the District still retains ownership of wastewater collection or reclaimed water distribution lines, District may exercise such rights in the final five (5) years of this Agreement and such rights and obligations shall survive the expiration or termination of this Agreement. Upon expiration of this Agreement, the parties may negotiate a new or amended Agreement.

4.2 This Agreement shall automatically terminate after the exercising of the District's option to sell to the County and at the time of closing of the County's purchase of the wastewater collection and reclaimed water distribution systems within the unincorporated portion of the District (County Service Area) to the County, in accordance with the Purchase Agreement.

4.3 This Agreement shall be binding on and inure to the benefit of the successors and assigns of the County and the District. This Agreement may only be amended by a mutual agreement of the parties hereto, which amendment shall be reduced to writing and executed with the same formalities as the execution of this Agreement.

4.4 This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

4.5 Any litigation concerning this Agreement shall be in the appropriate state court having jurisdiction, in Lee County, Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officials, duly authorized to do so the date above first written.

GATEWAY SERVICES COMMUNITY
DEVELOPMENT DISTRICT

BOARD OF COUNTY
COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____
Chairman

By: _____
Chairman

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

DISTRICT COUNSEL

OFFICE OF THE COUNTY ATTORNEY

EXHIBIT LIST

WHOLESALE WASTEWATER TREATMENT AND REUSE WATER SERVICE

<u>EXHIBIT</u>	<u>DOCUMENT/ITEM</u>
A-1	Map of District Boundaries
A-2	Map of District in Unincorporated Areas ("District's Service Area")
B	Map/Sketch Depicting Ground Storage Tank

JOHNSON ENGINEERING

2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (941) 334-0046
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DATE	04/05/02
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SCALE	As Shown
SHEET	Fig 1

Location Map

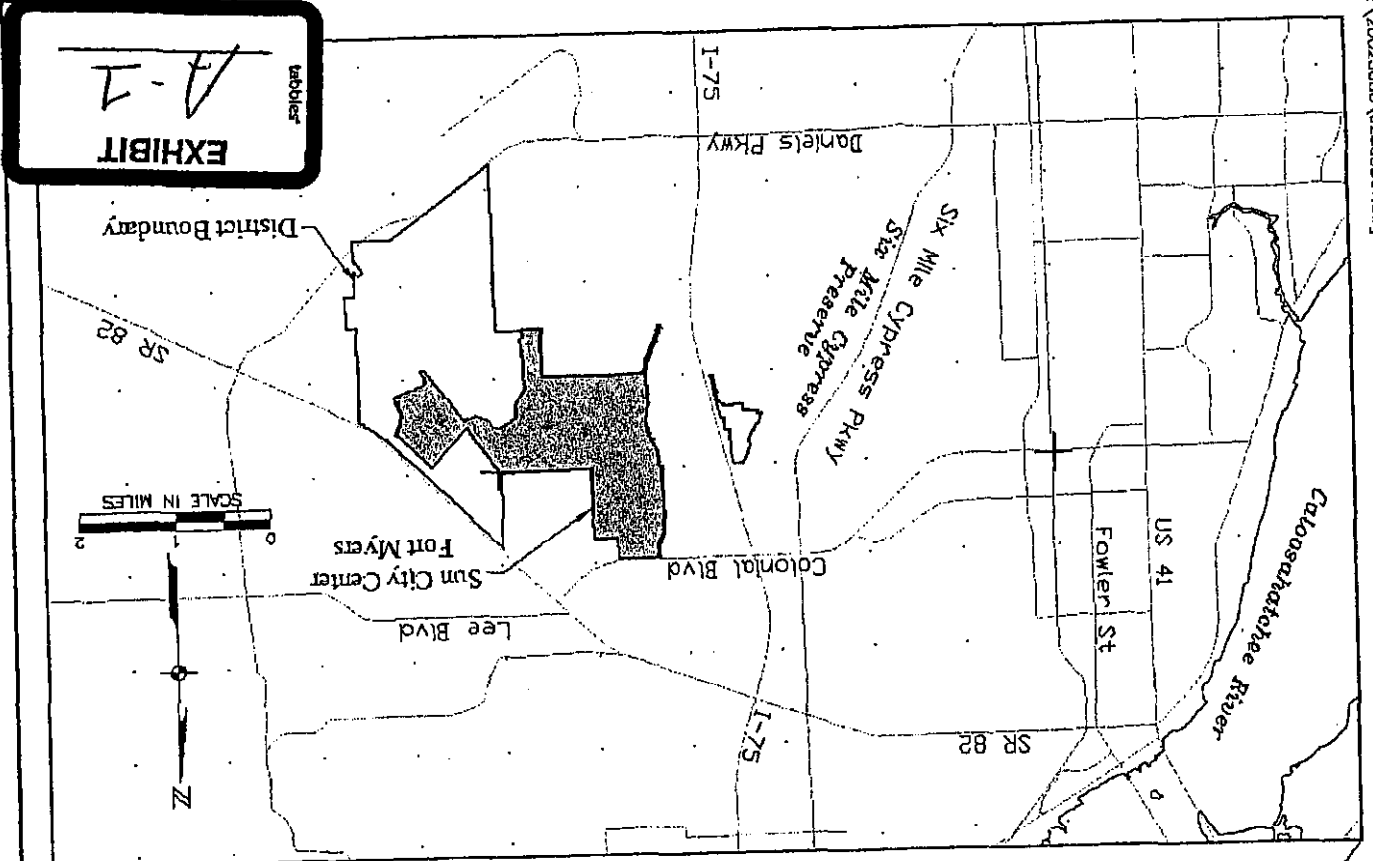
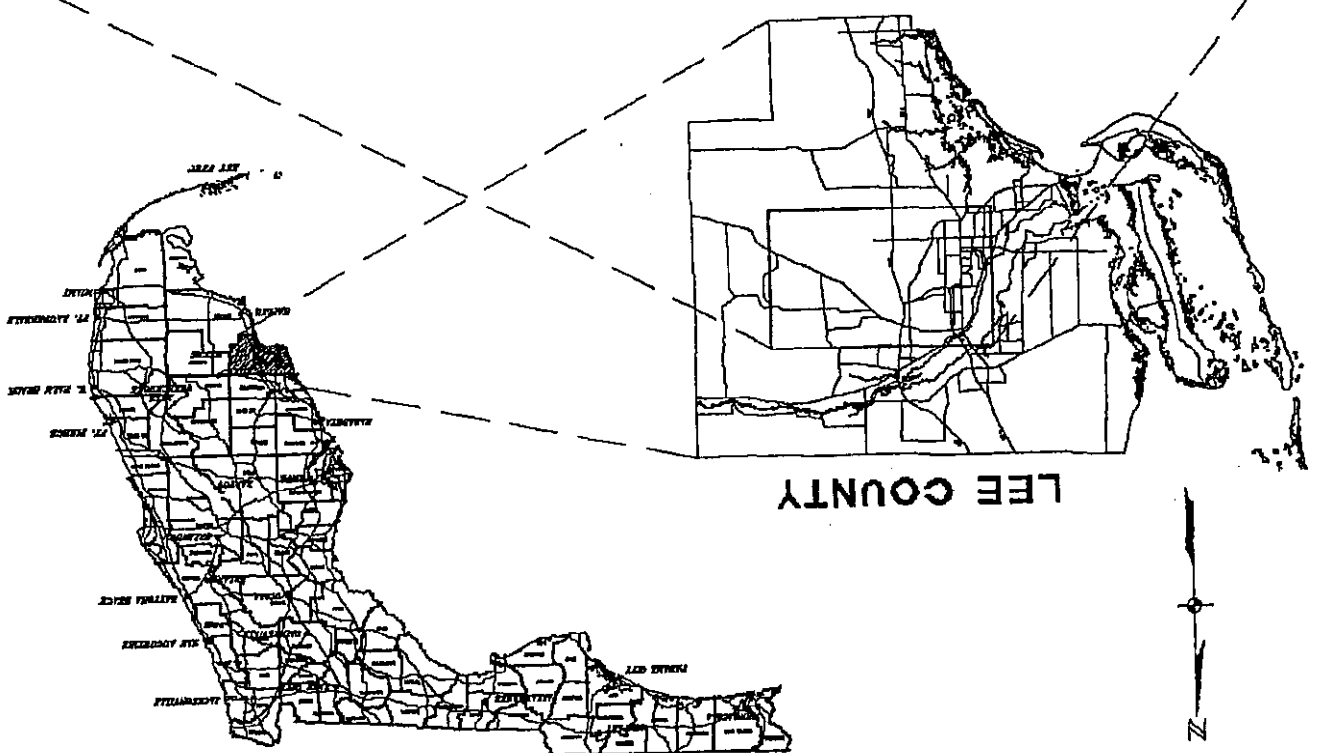


EXHIBIT
A-1



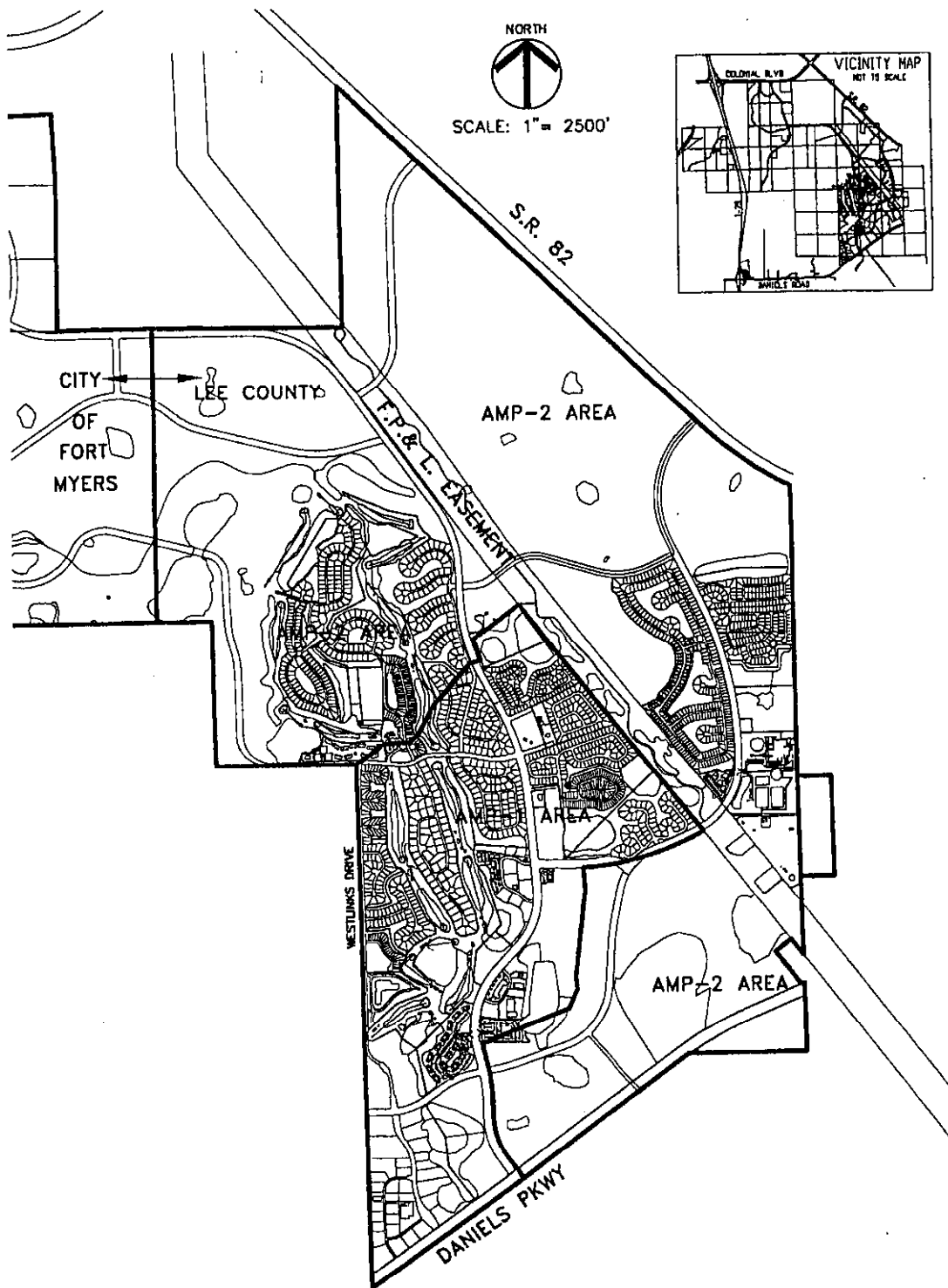


Exhibit A-2

Map of District in Unincorporated Areas
("District's Service Area")

LEGEND:

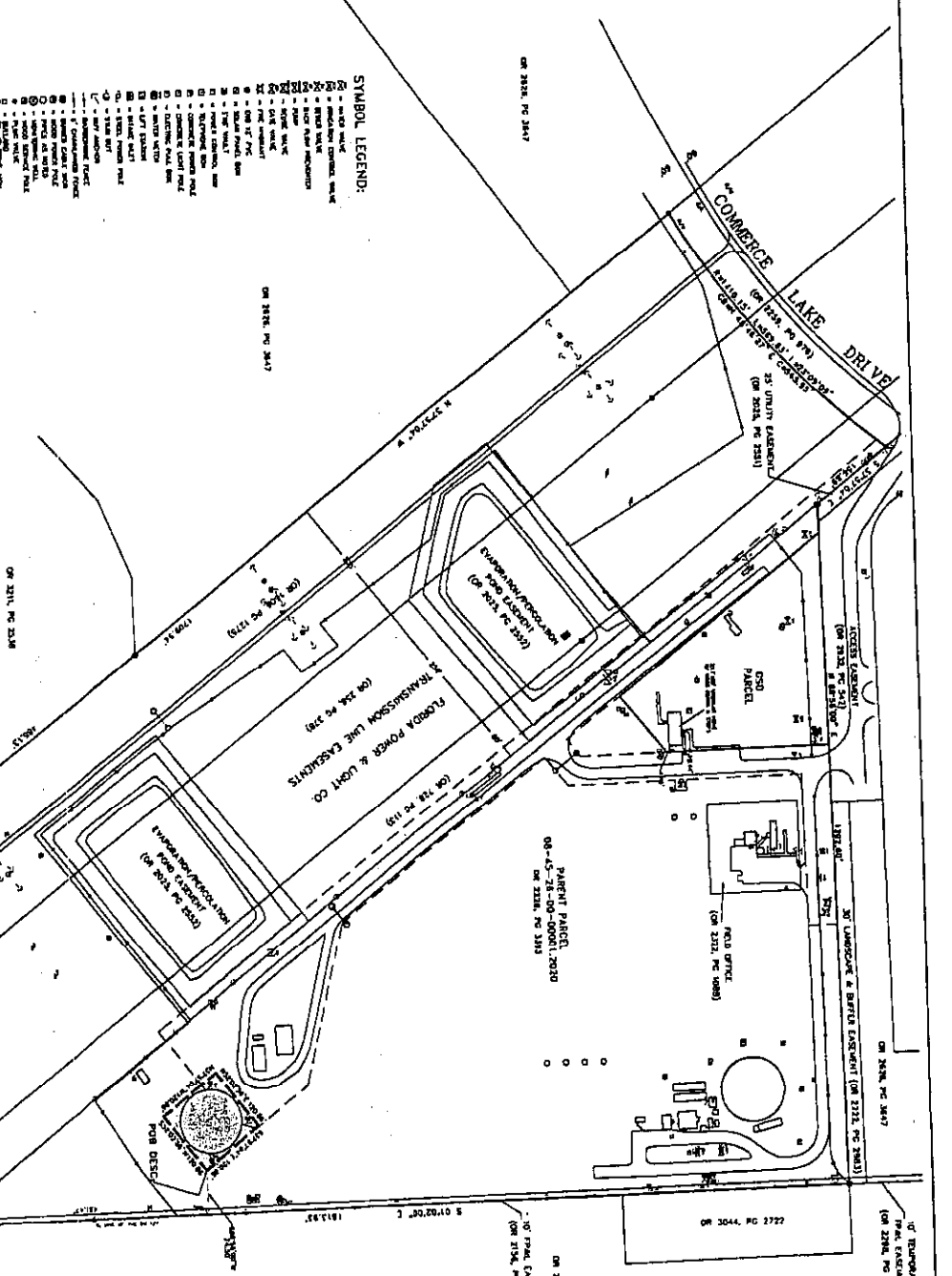
PL - PLUMBING	PC - PORT OF COMMERCIAL
EL - ELECTRICAL	ME - MECHANICAL
CV - CIVIL	RE - RECONSTRUCTION
SM - STRUCTURAL	CP - CONCRETE
PA - PAVEMENT	LP - LANDSCAPE
PO - POWER	DR - DRIVE
FM - FENCE	AD - ADJACENT PROPERTY

LEE COUNTY UTILITIES/
GATEWAY SERVICE DISTRICT
SECTION 8, TWP. 45 S., RGE. 26 E.
LEE COUNTY, FLORIDA

JOHNSON
ENGINEERING

2156 JOHNSON STREET
FORT MYERS, FLORIDA 33902-1560
PHONE (813) 334-0046
FAX (813) 334-0047
E-MAIL: J.E.H. @ JOHNSON-ENG.COM

DATE: 08/01/02
PROJECT NO: 20002238
SHEET NO: B-43-26
SCALE: 1" = 200'
SHEET: 1 OF 1



SYMBOL LEGEND:

- - 6" DIA. MANHOLE
- - 12" DIA. MANHOLE
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NOTES:

1. BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE (NAD 83) OBSERVATIONS EMPLOYING LEICA, INC. MODELS SR330 WITH C3144 AND SR330 FOR RITE FROM LEE COUNTY (FEDERALLY OWNED) STATIONING AND GPS PL-6 RESET. NCS BLOCK 824586, 268 N 743035, 2725 E GPS PL-6 RESET 808281, 481 N 743030, 679 E
2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION TO ANYTHING OR DEVELOPMENT RESTRICTIONS ON SUBJECT DESCRIPTION ATTACHED.



THIS IS NOT A DRAWING

DATE: 08/01/02
PROJECT NO: 20002238
SHEET NO: B-43-26
SCALE: 1" = 200'
SHEET: 1 OF 1

SKETCH TO ACCOMPANY DESCRIPTION

DATE: 08/01/02
PROJECT NO: 20002238
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SHEET: 1 OF 1