

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

Blue Sheet No. 20030723

1. REQUESTED MOTION:

ACTION REQUESTED: Consider adoption of a County Resolution repealing Lee County Resolution No. 98-06-19, terminating and extinguishing the Water and Sewer Franchise Agreement granted by Lee County to Gulf Environmental System, Inc. (GES) in 1998.

WHY ACTION IS NECESSARY: A County Resolution is required to extinguish a County water and sewer franchise granted by County Resolution.

WHAT ACTION ACCOMPLISHES: Terminates and extinguishes the water and sewer franchise granted by Lee County to GES as the result of the County assuming the operations of GES on July 1, 2003.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT # 5

A12B

3. MEETING DATE:

07-01-2003

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE §125.01, F.S.
- ORDINANCE
- ADMIN. CODE
- OTHER Lee County Resolution No. 98-06-18

6. REQUESTOR OF INFORMATION:

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



7. BACKGROUND:

June 9, 1998 The Board of County Commissioners adopted Lee County Resolution No. 98-06-19 at a duly noticed public hearing (5:00 p.m.) granting a franchise to GES for its operations in unincorporated Lee County.

(BACKGROUND CONTINUED - NEXT PAGE)

08. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL: Administrative and legal staff recommend adoption of the Resolution.

| A Department Director | B Purchasing or Contracts | C Human Resources | D Other | E County Attorney | F Budget Services | G County Manager |
|-----------------------------|------------------------------------|-------------------------|------------|-------------------------|----------------------|---------------------|
| N/A | N/A | N/A | N/A | <i>[Signature]</i> | <i>6/18/03</i> | <i>[Signature]</i> |
| | | | | | OA <i>6/17/03</i> | OM <i>6/18/03</i> |
| | | | | | RISK <i>6/18/03</i> | GC <i>6-19-03</i> |

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

**RECEIVED BY
COUNTY ADMIN. *RK***

**COUNTY ADMIN.
FORWARDED TO: *DS***
6/18/03

CO. ATT. *6/17/03*
FORWARDED
TO CO. ADMIN.
5:00pm

BACKGROUND: (Continued)

- November 19, 2002 The Board of County Commissioners, at a regularly scheduled meeting, granted authorization to County staff to proceed with the transition of the GES assets, real property and customers to the County pursuant to Internal Revenue Ruling No. 63-20.
- May 27, 2003 The Board of County Commissioners adopted Lee County Resolution No. 03-05-37 at a regularly scheduled Board meeting authorizing the County's issuance of its Water and Sewer Refunding Revenue Bonds Series 2003A in the amount of \$56,260,000.00 and Series 2003B in the amount of \$8,505,000.00, and the execution of the Bond Purchase Agreement for the sale of said bonds (attached), to defease the GES bonds pursuant to Internal Revenue Ruling No. 63-20 and provide funding for immediate improvements and expansion to the System, once transitioned.
- June 10, 2003 The Board of County Commissioners adopted Lee County Resolution No. 03-06-17 at a duly noticed public hearing (5:00 p.m.) authorizing the defeasing of the GES Bonds and assuming the operations of the GES System (text of Resolution attached).
- June 30, 2003 The County closed on the transition of the GES facilities, infrastructure, real property and customers, and began operations of the GES System.

With the County's assumption of the GES Utility System on June 30th, a County franchise for GES operations is no longer necessary, and requires the repeal of County Resolution No. 98-06-19, by the adoption of a Resolution extinguishing same.

County staff recommends adoption of the Resolution.

LEE COUNTY RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY RELATING TO LEE COUNTY'S ASSUMPTION OF THE OPERATIONS AND SERVICES OF THE GULF ENVIRONMENTAL SYSTEM, INC.'S ("GES") WATER AND WASTEWATER UTILITY; REPEALING LEE COUNTY RESOLUTION NO. 98-06-19, WHICH GRANTED A LEE COUNTY FRANCHISE TO GES FOR PROVIDING WATER AND WASTEWATER SERVICES IN LEE COUNTY; PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Board is also authorized and empowered by Florida law to grant and terminate utility franchises to qualifying utility providers for so long as they serve a public purpose; and,

WHEREAS, on June 9, 1998, the Board by County Resolution, granted to GES, a County franchise to provide water and wastewater utility services in Lee County; and,

WHEREAS, on June 10, 2003, the Board adopted Lee County Resolution No. 03-06-17, authorizing the County's acquisition of the GES assets and customers pursuant to IRS Ruling No. 63-20; and,

WHEREAS, on June 30, 2003, the Board closed the transfer of, and accepted the GES facilities, real property and customers for operations and the providing of utility services in place of GES, pursuant to an IRS Ruling No. 63-20 transition; and,

WHEREAS, inasmuch as the County has assumed the assets and customers of GES, a County franchise for GES operations is no longer necessary nor in the County's best interest.

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. Lee County Resolution No. 98-06-19 (attached hereto as Exhibit A), is hereby repealed, thereby terminating and extinguishing the Water and Wastewater Services Utility Franchise granted by Lee County to GES on June 9, 1998, and giving same no further force or effect.
3. 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 _____, 2003.

ATTEST: CHARLIE GREEN
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM:

By: _____
Office of the County Attorney

Lee County Contract No. C-180619

LEE COUNTY RESOLUTION NO. 98-06-19

FRANCHISE AGREEMENT
BY AND BETWEEN
GULF ENVIRONMENTAL SERVICES, INC.
AND LEE COUNTY, FLORIDA

A RESOLUTION OF LEE COUNTY GRANTING TO GULF ENVIRONMENTAL SERVICES, INC., ITS SUCCESSORS AND ASSIGNS, THE EXCLUSIVE RIGHT, PRIVILEGE AND FRANCHISE, FOR A PERIOD OF THIRTY YEARS, TO CONSTRUCT, EXPAND, MAINTAIN, AND OTHERWISE OPERATE A WATER SUPPLY, TREATMENT AND DISTRIBUTION SYSTEM, AND A SEWER COLLECTION, TREATMENT AND DISPOSAL SYSTEM, AND GRANTING THE EXCLUSIVE RIGHT, PRIVILEGE, AND FRANCHISE TO PROVIDE WATER AND SEWER SERVICES TO CERTAIN PROPERTY IN LEE COUNTY, FLORIDA.

WHEREAS, Gulf Environmental Services, Inc. ("Grantee"), a Florida not-for-profit corporation, will operate within Lee County, Florida ("County"), (a) a water supply, treatment and distribution system, and (b) a sewer collection, treatment and disposal system (collectively "Utility System");

WHEREAS, Grantee has petitioned the Board of County Commissioners of Lee County, Florida ("Board"), to grant to Gulf Environmental Services, Inc., the exclusive right, privilege, and franchise to provide water and sewer services within the area described in Exhibit "A" ("Franchise Area"); and

WHEREAS, the laws of Florida authorize the granting of such franchise;

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

1. Grant of Franchise. (a) Subject to certain conditions

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EXHIBIT A

precedent as set out below being fully met and satisfied, Grantee is granted the exclusive right, privilege and franchise to construct, expend, modify, maintain, repair, and operate the Utility system in, under, upon, over and across the present and future streets, easements, alleys, bridges, easements and other public places located anywhere within the Franchise Area. The Franchise Area may be expanded upon petition by Grantee and approval of the Board. Grantee may dispose of effluent within or without the Franchise Area.

(b) This grant of franchise is expressly conditioned upon Grantee's: (1) issuance of its bonds as referenced in Lee County Resolution NO. 98-06-18, (2) satisfying all other terms and conditions as set out in Lee County Resolution No. 98-06-18, (3) closing on the sale for the purchase of the assets of Gulf Utility Company, and (4) exemption from the Florida Public Service Commission's jurisdiction.

2. Term. The term of this Franchise Agreement shall be (a) for thirty (30) years, (b) until the County acquires Grantee's assets, or (c) until defeasance or satisfaction of any bonds issued by Grantee, or the County's assumption thereof, whichever first occurs.

3. Authority of Grantee.

a. In consideration of the exclusive right, privilege, and franchise granted by this Franchise Agreement, Grantee may enter into such developer, utility service, refundable advance, effluent disposal, management, and other agreements as it deems

necessary to construct, expand, modify, maintain, repair, and operate the Utility System and to provide service within the franchise Area. Such agreements may include obligations on the part of the person or entity connecting to the Utility System to make payments of contributions-in-aid-of-construction, capacity reservation charges, connection charges, main extension, service rates, and other charges.

b. Grantee may do all other things it deems necessary to properly and efficiently construct, expand, modify, maintain, repair, and operate the Utility System, and to otherwise carry out the terms, conditions, and intent of this Franchise Agreement.

4. Police Power and Duty of Board.

a. Grantee is subject to the lawful exercise of the Board's police power and regulatory authority. The Board may adopt all applicable resolutions as it deems necessary, and proper in exercising its police power; provided, however, such regulations must be reasonable and not in conflict with Grantee's rights under this Franchise Agreement or the laws of State of Florida or the United States.

b. Upon reasonable advance notice and request, the Board, or its designated agent(s), may review any agreements to which Grantee is, or will become, a party.

c. The Board shall (1) adopt all resolutions, and (2) take all lawful action(s) necessary to enable Grantee to receive the full benefit of the exclusive right, privilege, and franchise granted by this Franchise Agreement.

5. Grantee's Duty to Provide Service.

a. Grantee shall promptly furnish water and sewer service to all persons or entities within the Franchise Area making reasonable request therefor; provided, however, providing such service is financially feasible to Grantee and upon such terms and conditions as are reasonable and acceptable to Grantee.

b. If Grantee is not providing water or sewer service to a portion of the Franchise Area, the Board, after providing Grantee the right of first refusal, may grant such right to any other person or entity that is ready, willing and able to provide water or sewer service to such area. In such an event, the Franchise Area shall be modified accordingly.

c. Grantee shall provide water and sewer service to the Franchise Area in a manner that conforms with the requirements of all public or governmental agencies or bodies having jurisdiction over Grantee.

d. No person or other entity may connect to the Utility System, or otherwise obtain water or sewer service from Grantee, except upon (a) the consent of Grantee, (b) full compliance with Grantee's rules and regulations, and (c) payment of any required contribution in aid of construction, capacity reservation charges, connection charges, fees, rates, or other fees or charges that may be imposed by Grantee.

6. Location or Construction of Utility System.

a. The Utility System shall be constructed and located within property to which Grantee has fee simple title or in

dedicated rights-of-ways or properly recorded easements and shall also be constructed so as not to obstruct or interfere with other existing utility lines.

b. All work done by Grantee in, under, upon, over and across the present and future streets, avenues, alleys, highways, bridges, easements, and other public places of the County, shall be done and performed in a good and workmanlike manner. All excavations or damage caused by Grantee shall, within a reasonable time, be replaced or repaired by Grantee to the same or similar condition as existed prior to the excavation or damage.

c. Grantee shall (1) not create any obstructions or conditions that are, or may become, dangerous to the travelling public; (2) hold harmless the Board and County for any damage caused by Grantee; (3) upon notification from the County, move or remove Grantee's water or sewer lines, at no cost to the County, in the event the County widens, repairs, or reconstructs any street, avenue, road, alley, or highway.

7. Financing of Utility System. Any bonds issued by Grantee shall not be construed to create any obligation or pledge of credit, whether direct, indirect, or contingent, on the Board or County to pay any costs or expenses related to the purchase, financing, operation, maintenance, or debt service related to the Utility System, unless the County acquires Grantee's assets and assumes the obligation of any such bonds.

8. Tariffs, Rates, Charges, and Rules and Regulations.

a. Grantee shall submit a copy of its water and sewer

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tariffs to the Board for its review, comment and approval.

b. Grantee may fix, establish, and maintain such rates, fees, charges and collect such fees, rates or other charges for the products, services and facilities of the Utility System, and revise the same from time to time, whenever necessary, subject to Board approval; provided, however, such rates and Board approval shall at all times be sufficient to pay reasonable operating and maintenance expenses of the system, to include, but not be limited to, debt service and debt coverage obligations under Grantee's Series 1998 bond resolution.

c. Within its tariffs, and as approved by the Board, Grantee may establish such rules, regulations and service availability policy, and amend such rules, regulations and service availability policy, as Grantee may determine are reasonably necessary to properly and efficiently construct, expand, modify, maintain, repair, and operate the Utility System.

9. Complaints.

a. Upon the request of any affected person, as that term may be defined by law, the Board shall give Grantee written notice of any alleged deficiency, default, objection, or complaint ("Complaint") regarding current or proposed rates, fees, charges, operation of the Utility System, defects in the Utility System, discharge of Grantee's duties, the quality of services furnished, or such other matter as may come before the Board. Such notice shall give Grantee a reasonable time within which to respond to such Complaint.

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b. If the Complaint is not amicably resolved between the affected person and Grantee, the Board may, upon reasonable advance notice, schedule a public hearing on the Complaint, at which both the affected person and Grantee may be heard.

c. The decision of the Board on any such matter shall constitute the affected party's final administrative remedy with respect to the Complaint.

10. Accounting and Inspection of Utility System.

a. Grantee shall maintain its books and records in accordance with generally accepted accounting principles (GAAP) for public agencies.

b. The Board, or its designated agent(s), may, upon reasonable advance notice to Grantee, inspect the (1) books and records of Grantee, and (2) Utility System.

11. Insurance.

a. Grantee, or its management contract operator, shall maintain business automobile liability, comprehensive general liability, and broad form comprehensive general liability insurance, including broad form contractual and personal injury coverage.

b. Grantee, or its management contract operator, shall also maintain property and boiler and machinery coverage with respect to the Utility System for replacement value against all risk of loss, including, if available, coverage for underground facilities.

c. The amount of coverage for the insurance described

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in sub-paragraphs a. and b. above shall be in such amounts as are in accordance with good business practice for the protection of Grantee, the Board, Lee County, purchasers of Grantee's Series 1998 bonds, and the general public.

d. If the Utility System is damaged or destroyed, in whole or in part, all insurance proceeds shall be applied towards payment of the cost of repair, rebuilding, restoration or replacement of the Utility System.

12. Transfer of Franchise. This Franchise Agreement may not be sold, assigned, or transferred by Grantee, except as may be permitted by law and subject to written Board approval.

13. Board Acquisition of Grantee's Assets.

a. During such time as any bonds issued by Grantee remain outstanding, the County may purchase Grantee's assets for an amount equal to Grantee's then outstanding indebtedness.

b. Upon the retirement or assumption of all of Grantee's bonds, the County shall acquire legal title to Grantee's assets.

14. Default and Termination.

a. If Grantee fails to substantially comply with the terms and conditions of this Franchise Agreement for a period of 90 days after written notice from the County, the exclusive right, privilege, and franchise granted hereunder, may be forfeited by Grantee, at a public hearing conducted by the Board for such purpose. The decision of the Board at the public hearing shall constitute Grantee's final administrative remedy with respect to

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the termination of this Franchise Agreement.

b. Assuming no default by Grantee, this Franchise Agreement shall, nevertheless, terminate upon the earlier of (1) the expiration of thirty (30) years, (2) the Board's acquisition of Grantee's assets, or (3) the defeasance or satisfaction of any bonds issued by Grantee, or the County's assumption thereof.

15. Effective Date. This Franchise Agreement shall take effect from the date of its adoption by the Board, and its acceptance in writing by Grantee.

16. Miscellaneous Provisions.

a. This Franchise Agreement embodies the entire agreement and understandings between the Board and Grantee and there are no other agreements or understandings, either oral or written, with reference to this Franchise Agreement that are not merged into or superseded by this Franchise Agreement.

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

c. The headings used are for convenience only, and they shall be disregarded in the construction of this Franchise Agreement.

d. The drafting of this Franchise Agreement constituted a joint effort of the Board and Grantee, and in the interpretation

hereof it shall be assumed that no party had any more input or influence than any other. All words, terms, and conditions herein contained are to be read in concert, each with the other, and a provision contained under one heading may be considered to be equally applicable under another heading in the interpretation of this Franchise Agreement.

c. This Franchise Agreement is solely for the benefit of the Board and Grantee, and no other causes of action shall accrue upon or by reason of this Franchise Agreement, to or for the benefit of any third party, who is not a formal party to this Franchise Agreement.

f. In the event any term or provision of this Franchise Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted, as such authority determines, and the remainder of this Franchise Agreement shall be construed to remain in full force and effect.

g. In the event of any litigation that arises between the parties with respect to this Franchise Agreement, the prevailing party shall be entitled to reasonable attorney fees and court costs at all trial and appellate levels.

h. This Franchise Agreement may be amended or modified only if executed in writing by both parties hereto. Grantee may seek a modification of this Franchise Agreement by filing a petition with the Board, after which, the Board shall publish notice and conduct a public hearing on such petition.

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1. This Franchise Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida and the United States.

2. This Franchise Agreement shall be binding upon and inure to the benefit of the Board and grantee's successors and assigns.

ADOPTED this 9th day of June, 1998.

LEE COUNTY, A political subdivision
of the State of Florida

Attest:

Charlie Green
Clerk of the Court

By: [Signature]
Deputy Clerk

By: [Signature]
John Manning
Chairman

Approved as to legal form and
sufficiency

[Signature]
James Yaeger
County Attorney
Date: 9 June 98

Accepted this 10th day of June, 1998.

Witnesses:

[Signature]
[Signature]
Witness

GULF ENVIRONMENTAL SERVICES, INC.
By: [Signature]
J.W. French, P.E.
President

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WATER SERVICE TERRITORY

TOWNSHIP 46 SOUTH, RANGE 24 EAST

SECTION 12

The South one-half ($\frac{1}{2}$) of said Section and that part of the East one-half ($\frac{1}{2}$) of the Northeast one-quarter ($\frac{1}{4}$) of said Section situated East of the Easterly E.O.V. of Island Park Road and the Southwest one-quarter ($\frac{1}{4}$) of the Northeast one-quarter ($\frac{1}{4}$) of said Section situated West of Island Park Road.

SECTION 13

That part of the East one-half ($\frac{1}{2}$) of said Section situated North of the North bank of Mallock Creek.

TOWNSHIP 46 SOUTH, RANGE 23 EAST

SECTION 7

That part of the Southeast one-quarter ($\frac{1}{4}$) of said Section 7 situated East of the centerline of State Road 45 (U.S. 41) and the South one-half ($\frac{1}{2}$) of said section lying West of a line lying 1,000 feet Westerly of the Westerly right of way of State Road 45 (U.S. 41) and a portion of the South half of the Southeast one-quarter ($\frac{1}{4}$) more particularly described as follows: Commencing at the Southeast corner of the Southeast one-quarter ($\frac{1}{4}$) of said Section 7; thence N 01° 05' 06" W for 636.23 feet, along the East line thereof, to the Southeast corner of the South half of the South half of the Southeast one-quarter ($\frac{1}{4}$) of said Section 7; thence N 87° W for 460.73 feet, along the North line of the South half of the South half of the Southeast one-quarter ($\frac{1}{4}$) of said Section 7, to the Westerly right of way line of State Road 45 (U.S. 41), and the Point of Beginning; thence N 87° 36' 36" W for 400.00 feet; thence S 01° 07' E for 479.08 feet, perpendicular to the South line of said Section 7, to a point which is 225.00 feet North of said South line; thence S 88° 52' 11" W for 499.67 feet, parallel to the South line of the Southeast Quarter of said Section 7; thence N 20° 35' 30" E for 1,368.37 feet, along a line lying 1,000 feet Westerly of the Westerly right of way of State Road 45 (U.S. 41); thence S 84° 45' 19" E for 1,111.06 feet, along the North line of the South half of the Southeast one-quarter ($\frac{1}{4}$) of said Section 7, to the Westerly right of way line of State Road 45 (U.S. 41); thence S 20° 35' 30" E for 753.20 feet, along said right of way line to the Point of Beginning.

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SECTION 8

The South one-half (1/2) of said Section and the East one-quarter (1/4) of the Northeast one-quarter (1/4) of said Section and the Eastern one-half (1/2) of the Southwest one-quarter (1/4) of the Northeast one-quarter (1/4) of said Section.

SECTION 9

All of said Section.

SECTION 10

The South one-half (1/2) and the South one-half (1/2) of the North one-half (1/2) of said Section.

SECTION 11

The South one-half (1/2) of the Northwest one-quarter (1/4) and the Southwest one-quarter (1/4) of said Section.

SECTION 12

All of said Section.

SECTION 13

All of said Section.

SECTION 14

All of said Section.

SECTION 15

All of said Section.

SECTION 16

All of said Section.

SECTION 17

All of said Section.

SECTION 18

All of said Section less the following described portion:
Commencing at the Northwest corner of Section 18; thence run S 88° 32' 30" W a distance of 218.18 feet to the Point of Beginning of tract herein described; thence run S 20° 34' 20" E along the boundary right-of-way line of U.S. 41, a distance of 1,151.78 feet; thence run S 75° 41' 20" W a distance of 1,127.96 feet; thence run S 81° 00' 30" W a distance of 1,221.39 feet to a point on the South line of Section 18; thence run S 82° 30' E along said South line a distance of 1,131.66 feet to the Point of Beginning.

SECTION 19

All of said Section.

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SECTION 20
All of said Section.

SECTION 21
All of said Section.

SECTION 22
All of said Section.

SECTION 23
All of said Section.

SECTION 24
All of said Section.

SECTION 25
All of said Section.

SECTION 26
All of said Section.

SECTION 27
All of said Section.

SECTION 28
All of said Section.

SECTION 29
All of said Section.

SECTION 30
All of said Section.

SECTION 31
All of said Section.

SECTION 32
All of said Section.

SECTION 33
All of said Section.

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All of said Section.

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SECTION 25

All of said Section.

SECTION 26

All of said Section.

TOWNSHIP 46 SOUTH, RANGE 26 EAST

SECTION 20

That part of the South one-half (1/2) of the Southeast one-quarter (1/4) of said Section 20 situated South of Corkscrew Road as it now runs.

SECTION 29

The East one-half (1/2) of said Section.

SECTION 30

The West one-half (1/2) and the West one-half (1/2) of the East one-half (1/2) of said Section situated South of Corkscrew Road as it now runs.

SECTION 31

The Northwest one-quarter (1/4) and the West one-half (1/2) of the Northeast one-quarter (1/4) of said Section.

SECTION 32

All of said Section.

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WASTEWATER SERVICE TERRITORY

TOWNSHIP 46 SOUTH, RANGE 24 EAST

SECTION 11

The South one-half (1/2) of said Section and that part of the East one-half (1/2) of the Northeast one-quarter (1/4) of said Section situated East of the Easterly R.O.W. of Island Park Road and the Southeast one-quarter (1/4) of the Northeast one-quarter (1/4) of said Section situated West of Island Park Road.

SECTION 12

That part of the East one-half (1/2) of said Section situated North of the North bank of Mullock Creek.

TOWNSHIP 46 SOUTH, RANGE 23 EAST

SECTION 4

The South one-half (1/2) of said Section.

SECTION 5

The South one-half (1/2) of said Section.

SECTION 6

The South one-half (1/2) of said Section.

SECTION 7

The North one-half (1/2) of said Section 7 and that part of the Southeast one-quarter (1/4) of said Section 7 situated East of the centerline of State Road 45 (U.S. 41) and the South one-half (1/2) of said Section lying West of a line lying 1,000 feet West of the Easterly right of way of State Road 45 (U.S. 41) and a portion of the South half of the Southeast one-quarter (1/4) more particularly described as follows: Commencing at the Southeast corner of the Southeast one-quarter (1/4) of said Section 7; thence N 01° 05' 06" W for 636.23 feet, along the East line thereof, to the Northeast corner of the South half of the South half of the Southeast one-quarter (1/4) of said Section 7; thence N 27° W for 466.73 feet, along the North line of the South half of the South half of the Southeast one-quarter (1/4) of said Section 7, to the

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Westerly right of way line of State Road 45 (U.S. 41), and the Point of Beginning; thence N 87° 56' 30" W for 400.00 feet; thence S 01° 07' E for 479.06 feet, perpendicular to the South line of said Section 7, to a point which is 225.00 feet North of said South line; thence S 88° 32' 11" W for 499.67 feet, parallel to the South line of the Southeast Quarter of said Section 7; thence N 20° 35' 30" E for 1,360.57 feet, along a line lying 1,000 feet West of the Westerly right of way line of State Road 45 (U.S. 41); thence S 84° 45' 19" E for 1,111.06 feet, along the North line of the South half of the Southeast one-quarter (1/4) of said Section 7, to the Westerly right of way line of State Road 45 (U.S. 41); thence S 10° 33' 30" E for 753.20 feet, along said right of way line to the Point of Beginning.

SECTION 8

All of said Section.

SECTION 9

All of said Section.

SECTION 10

All of said Section.

SECTION 11

The West one-half of said Section.

SECTION 12

All of said Section.

SECTION 13

All of said Section.

SECTION 14

All of said Section.

SECTION 15

All of said Section.

SECTION 16

All of said Section.

SECTION 17

All of said Section.

SECTION 18

All of said Section.

SECTION 19

All of said Section.

Exhibit "A"
Page 6 of 8

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SECTION 21

All of said Section.

SECTION 22

All of said Section.

SECTION 23

All of said Section.

SECTION 24

All of said Section.

SECTION 25

All of said Section.

SECTION 26

All of said Section.

SECTION 27

All of said Section.

SECTION 28

All of said Section.

SECTION 29

All of said Section.

SECTION 30

All of said Section.

SECTION 31

All of said Section.

SECTION 32

All of said Section.

SECTION 33

All of said Section.

SECTION 34

All of said Section.

Exhibit "A"
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SECTION 24

All of said Section.

SECTION 25

All of said Section.

SECTION 26 SOUTH, RANGE 26 EAST

SECTION 20

That part of the South one-half (1/2) of the Southeast one-quarter (1/4) of said Section 20 situated South of Corkscrew Road as it now runs.

SECTION 21

The East one-half (1/2) of said Section.

SECTION 22

The West one-half (1/2) and the West one-half (1/2) of the East one-half (1/2) of said Section situated South of Corkscrew Road as it now runs.

SECTION 23

The Northwest one-quarter (1/4) and the West one-half (1/2) of the Northeast one-quarter (1/4) of said Section.

SECTION 24

All of said Section.

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