

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

Blue Sheet No. 20060703

1. ACTION REQUESTED/PURPOSE: 1) Approve and execute Settlement Agreement between Lee County and Ginn-LA Naples Ltd., LLC to resolve issues related to a South Florida Water Management District (SFWMD) Consumptive Water Use Permit issued to Ginn; and 2) Execute two (2) well easements and one (1) access easement related to the proposed settlement.

2. WHAT ACTION ACCOMPLISHES: Formally resolves issues raised by Lee County concerning the issuance of a Consumptive Water Use Permit issued to Ginn.

3. MANAGEMENT RECOMMENDATION: Approval and execution of Settlement Agreement and easements.

4. Departmental Category: A12B		5. Meeting Date: 06-13-2006
6. Agenda:	7. Requirement/Purpose: (specify)	8. Request Initiated:
<input type="checkbox"/> Consent	<input type="checkbox"/> Statute	Commissioner
<input checked="" type="checkbox"/> Administrative	<input type="checkbox"/> Ordinance	Department <u>County Attorney</u>
<input type="checkbox"/> Appeals	<input type="checkbox"/> Admin. Code	Division <u>General Services</u>
<input type="checkbox"/> Public	<input checked="" type="checkbox"/> Other	By: <u>Scott S. Coovert</u>
<input type="checkbox"/> Walk-On		Assistant County Attorney

9. Background:

On February 1, 2005, Lee County filed a Petition for a Formal Administrative Hearing in response to a Notice of Intended Agency Action from South Florida Water Management District (SFWMD) for a Consumptive Water Use Permit (Permit 36-05078-W) to serve the irrigation needs of the Ginn Development located north of Corkscrew Road. Lee County's objection was based on the potential impacts Ginn's withdrawal would have to Lee County as an existing legal user of water providing potable water to citizens of Lee County at its Corkscrew Wellfield.

Following filing of the petition, representatives from Ginn contacted the County Attorney's Office to engage in a good faith effort to work cooperatively with Lee County to resolve the issues raised in the petition. Representatives from the County Attorney's Office, Lee County Utilities, SFWMD, and Ginn held several meetings to reach an amicable settlement. Negotiations have resulted in the Settlement Agreement being presented to the Board of County Commissioners (BOCC) for approval.

(CONTINUED ON PAGE 2)

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
	N/A CL	N/A	<u>[Signature]</u> 5/24/06	<u>[Signature]</u> 5/23/06	<u>[Signature]</u> 5/24/06	<u>[Signature]</u> 5/24/06	<u>[Signature]</u> 5/24/06	<u>[Signature]</u> 6/1/06	<u>[Signature]</u> 5-24-06

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: <u>RA</u>
5-25-06; 11:00
COUNTY ADMIN FORWARDED TO: <u>RL</u>
<u>6-1-06</u>
<u>3:30 pm</u>

Rec. by CoAtty
Date: <u>5/25/06</u>
Time: <u>10:52 AM</u>
Forwarded To: <u>Admin</u>
<u>5/25/06 10:55 AM</u>

9. Background: (Continued)

As part of the settlement, Ginn has agreed to provide Lee County with two (2) easements for placement of future public water supply wells. The easements are also being presented to the BOCC for approval and execution.

Lee County Utilities and the County Attorney's Office are of the opinion the Settlement Agreement adequately addresses the issues raised by the County in the petition and represents a willingness by Ginn to work cooperatively with Lee County in the future regarding Consumptive Water Use issues in the region.

ATTACHMENTS:

Settlement Agreement (2) - with Grant of Perpetual Public Utility Easements (2)
and Permanent Access Easement Grant (1)

BS 20060703-ATY

2 Packages of the following documents:

Settlement Agreement, Pages 1 – 6 (signatures needed on page 6)

Composite Exhibits Sheet

Grant of Perpetual Public Utility Easement (pages 1-5) with:

Exhibit A, pages 1-2: Legal Description and Sketch

Exhibit B, pages 1-2: Legal Description and Sketch

Exhibit C: Permanent Access Easement Grant with blank Grant of Perpetual Public
Utility Easement

LEE COUNTY

Petitioner,

SFWMD NO. 03-4036

v.

SOUTH FLORIDA WATER
MANAGEMENT DISTRICT AND
GINN-LA NAPLES LTD., LLLC
Respondents.

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into this ___ day of _____, 2006 by and between LEE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, (Lee County) whose address is P. O. Box 398, Fort Myers, FL 33902-0398 and Ginn-LA Naples Ltd., LLLC, whose address is 215 Celebration Place, Suite 200, Celebration, FL 34747.

WHEREAS, Lee County and Ginn are both holders of Consumptive Water Use Permits (CUP or CUPs) from the South Florida Water Management District (SFWMD), being Permits 36-00003-W and 36-05078-W, respectively;

WHEREAS, Lee County submitted a petition for a formal administrative hearing in response to a Notice of Intended Agency Action from the SFWMD on Permit 36-05078-W on February 1, 2005;

WHEREAS, Lee County raised concerns over the adequacy of the SFWMD review of Ginn's CUP Application and the potential impact of the proposed use on the County's proximate wellfield;

WHEREAS, Lee County and Ginn have been engaged in settlement discussions since the filing of the Petition and they desire to settle the Petition by certain clarifications and modifications to Permit 36-05078-W, and other consideration as set forth in this Settlement Agreement; and

WHEREAS, SFWMD staff has advised Lee County and Ginn that the clarifications and/or modifications to the permit can be recommended to the Governing Board for approval, pending review of the application and completion of the application process.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein.
2. Both parties agree to support implementation of the applicable provisions of this Settlement Agreement through CUP special conditions.
3. It is the intent of the parties that the authorizations contained in Permits 36-00102-W, 36-05078-W, and Application 050419-19 (CUP Consolidated Permits), authorizing irrigation use for the common-area residential previously permitted in 36-05078-W, the golf course/recreational irrigation associated with the 18 hole golf course, and the irrigation use for interim agricultural use, previously permitted in 36-00102-W and included in Application 050419-19, as modified herein, be evaluated cumulatively and concurrently as if they were one merged or consolidated into a single CUP. The parties understand that the SFWMD has rejected the concept of one consolidated permit, but has indicated the existing agricultural water use should be permitted under separate permit.
4. In addition to serving as a condition of this Settlement Agreement, the parties hereto shall support SFWMD inclusion of the following special conditions into any and all of the Consolidated Permits.

- (i) To be inserted into agricultural permits:

This permit authorizes an interim agricultural use prior to the completion of the common-area residential and golf course/recreational projects. The calculated annual allocation is 633.72 mg. The calculated maximum day withdrawal for the common-area residential and golf course irrigation is 2.84 mgd, which corresponds to a maximum month allocation of 85.16 mg. Notwithstanding any other terms, conditions, or approvals, the total cumulative withdrawal of water from the water table aquifer for the interim agricultural, common-area residential, and golf course/recreational irrigation shall not exceed these limitations.

The acreage of the interim agricultural use shall decrease as the phases of common area residential and golf course/recreational land use are completed. The permittee shall submit a letter modification request to the District to reduce the quantity of water authorized under the agricultural water use permit, as farming areas are permanently removed from operation.

11/20

(ii) To be inserted into common-area residential, the golf course/recreational irrigation associated with the 18 hole golf course permits:

This permit(s) authorizes common-area residential and golf course/recreational projects. The calculated annual allocation is 633.72 mg. The calculated maximum day withdrawal for the common-area residential and golf course irrigation is 2.84 mgd, which corresponds to a maximum month allocation of 85.16 mg. Notwithstanding any other terms, conditions, or approvals, the total cumulative withdrawal of water from the water table aquifer for the interim agricultural, common-area residential, and golf course/recreational irrigation shall not exceed these limitations.

Prior to increasing the irrigation acreage of the common-area residential and golf course/recreational phases, the permittee shall submit a letter modification advising that the letter modification to reduce the quantity of water authorized under the agricultural water use permit, as farming areas are permanently removed from operation, has been submitted.

5. The parties recognize that Permit 36-00091-W is issued to Rinker Materials Corporation for a commercial sand and limestone mine for industrial water to be used to wash the stone and the loss of water for the transport of the material (tailings) to the settling pond system. Although some of the mining pits are located on Ginn's land, the water withdrawal facilities are not. The mining operations will be phased out as the common-area residential development is phased in.

6. Lee County presently does not have reclaimed water available for delivery to the Ginn property served by Permit 36-05078-W. Ginn and the County support inclusion of a CUP special condition that provides;

By January 12th of each year, the permittee shall submit annual reclaimed water feasibility reports. These reports shall document the availability and flow rates of wastewater treatment and disposal facilities. Such reclaimed water feasibility reports shall be prepared in cooperation with Lee County Utilities, and a draft report shall be provided to the County prior to submittal to the District. The reports shall, among other things, document progress and completion of the golf course/recreational facilities. Should reclaimed water be utilized onsite, the water use permit shall be modified via letter to reduce the allocation(s) to reflect the increased reclaimed water usage. Ginn agrees to provide a copy of the annual report to Lee County Utilities within five days of submittal of the final report to the SFWMD.

7. Should Ginn, or its successor permittee, utilize reclaimed water, it reserves the right to utilize water from the water table aquifer, as a back-up source, so long as the cumulative allocation for the site does not exceed 2.84 mgd, in accordance with Section 373.250(3) F.S. If such authorization is requested, Lee County shall not object.

8. Upon issuance of a permit by the SFWMD that incorporates the applicable conditions in this Settlement Agreement, or conditions that are in substantial conformance to those set forth in this Settlement Agreement, the County shall file with the State Division of Administrative Hearings a Notice of Voluntary Withdrawal of their petition.

9. Upon issuance of the SFWMD of the Consolidated CUP, Ginn shall withdraw Application 050419-19.

10. Lee County shall not challenge any consumptive use permit(s) authorizing short-term dewatering associated with ERP Permit 36-05075-P, or Application 051209-12.

11. Environmental Resource Permit 36-05075-P, among other things, authorizes conceptual approval of a 27 hole golf course. CUP Application 051209-12 includes an allocation to irrigate a 18 hole golf course. By entering into this Settlement Agreement, neither Ginn or the County waive any rights or objections concerning an increased allocation to accommodate an expanded golf course, and/or additional holes. However, the County shall not object to any application or modification of a consumptive water user permit or permits, or corresponding ERP permits, as long as the cumulative allocation does not exceed 2.84 mgd.

12. Notwithstanding anything herein, Lee County does not waive the right to challenge any increase in allocation or utilization of a different or deeper source of water, should such a request be made in the future. Should Ginn for any reason, seek to increase the allocation authorized herein and/or move the use to a different or deeper source, Ginn shall provide notice to, and coordinate with, Lee County Utilities Department prior to filing an application with the SFWMD.

13. Ginn agrees to provide an easement or other sufficient interest in title to access, construct, and operate two well sites in the approximate location set forth on the Exhibits to Composite Exhibit "1." The proposed easement provisions shall be in substantial conformance with the draft easement attached as Composite Exhibit "1." Ginn reserves the right to modify the locations prior to plat approval, should this be needed to accommodate other changes. In any circumstance, County shall be advised and provided the opportunity to concur with the revised locations. Ginn agrees to execute and record the easement(s) within five days of recording of the first plat or the first phase thereof. By providing the easements, Ginn is making no representations as

to the suitability or permissibility of the property for any intended use by the County. The construction of said well and appurtenant facilities shall be coordinated with and approved by the Ginn Company which approval shall not be unreasonably withheld.

14. The purpose of this Settlement Agreement is for settlement of Case Number 03-4036. If, for any reason, the terms and conditions cannot be implemented or accepted by the SFWMD, then both parties agree the Settlement Agreement is of no force and effect. In such case, Lee County reserves the right to resume its administrative challenge of the Ginn CUP. Should that occur, nothing contained herein and nothing communicated during settlement negotiations between the parties hereto shall be admissible in evidence as an admission against interest in the DOAH proceedings. This provision shall not prevent either party from offering into evidence scientific evidence or opinion testimony which may have been communicated during settlement negotiations and that is otherwise admissible, so long as no claim is made that such evidence or opinion was agreed to by the opposing party.

15. This Settlement Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same instrument and facsimile signatures shall be binding as originals.

16. Each party shall be responsible for their own fees and costs arising from DOAH Case No. 03-4036.

17. This Settlement Agreement shall be binding upon and inure to the benefit of the parties, and their respective successors and assigns, and their successor permittees. For Ginn, this Settlement Agreement shall be binding on its parent company, the present permittee of Permit 36-05078-W, The Ginn Company LLC.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

|

12/1

Wherefore the undersigned have executed this Settlement Agreement on the date(s) set forth below.

Ginn-LA Naples Ltd., LLLC

By: Ginn Naples GP, LLC, its general partner

By: Marty Paul

Dated: 5.17.06

Approved and accepted for and on behalf of Lee County, Florida, this _____ day of _____, 2006.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Tammara Hall, Chairwoman

APPROVED AS TO FORM

BY: _____
Office of the County Attorney
Scott S. Coovert, Esquire

1678

COMPOSITE
EXHIBIT "1"

This Instrument Prepared By:
Lee County Utilities
1500 Monroe Street - 3rd Floor
Fort Myers, Florida 33901

Strap Number:

THIS SPACE RESERVED FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

THIS INDENTURE is made and entered into this ____ day of _____
20__, by and between _____, Owner,
hereinafter referred to as GRANTOR(S), and LEE COUNTY, a political sub-division of
the State of Florida, hereinafter referred to as GRANTEE.

WITNESSETH:

1. For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and accepted, GRANTOR hereby grants, bargains, sells and transfers to the GRANTEE, its successors and assigns, a perpetual well site easement for the extraction of subterranean waters, situated in Lee County, Florida, located and described as set forth in Exhibit "A," attached hereto and made a part hereof.

2. GRANTEE, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, replace, renew, extend and maintain a water well site with attendant facilities for the extraction of subterranean waters to be located upon, on, under and across and through the property described as Exhibit "A" with additional right and privilege and authority to remove, replace, repair and enlarge such system within the easement area but not beyond that and to trim and remove roots, trees, shrubs, bushes and plants and remove fences or other improvements which may affect the operation of the water well(s). Notwithstanding the foregoing, at all times Grantor, as a condition of this easement, reserves the right to maintain landscaping, walls and other screening improvements to make the well location integrate with the surrounding property and to minimize its visibility while enhancing

11/24

the appearance of the area. The parties agree to negotiate in good faith after the execution of this easement agreement a site plan and landscaping and buffering plan for the construction of the initial improvements. At no time shall this easement be interpreted to allow the extraction of water in such a fashion or to such a quantity as to affect the stability of the neighboring properties owned by the Grantor nor shall this well easement be interpreted to allow for drilling and extraction except of subterranean waters.

3. The easement granted herein is nonexclusive. Grantor shall have the right to locate other improvements which are not inconsistent with the rights granted herein to Grantee within the Exhibit "A" property including but not necessarily limited to the co-location of other utility facilities within the easement within the Exhibit "A" property. Notwithstanding the foregoing, houses, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures may not be constructed on or placed within this easement at any time, present or future, by GRANTOR, or its heirs, successors or assigns. Further, in accordance with Rule 62-553.312 (3) Florida Administrative Code (2006), all uses which pose a potentially high risk to ground water quality and public health are prohibited within the area described on Exhibit "B." All uses that pose a moderate risk to ground water quality and public health are prohibited within the area described on Exhibit "A."

4. Title to all utilities constructed and/or placed hereunder by GRANTEE or its agents will remain in the GRANTEE, GRANTEE's successors, appointees, and/or assigns.

5. Subject to any pre-existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, GRANTOR(S) covenant that they are lawfully seized and possessed of the described real property (Exhibit "A"), have good and lawful right and power to sell and convey it, and that the said property is free from any and all liens and encumbrances, except as herein stated, and accordingly, GRANTOR(S) will forever defend the right, title and terms of this said easement and the quiet possession thereof by GRANTEE against all claims and demands of all other entities.

6. GRANTOR(S), its heirs, successors or assigns, agrees to assume all liability for any consequential damages to any houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures subsequently constructed by GRANTOR(S) in violation of Paragraph 3. within the above easement, which result from the required activities of the GRANTEE for any construction, maintenance or repairs to the utilities located within the above-described easement.

7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope

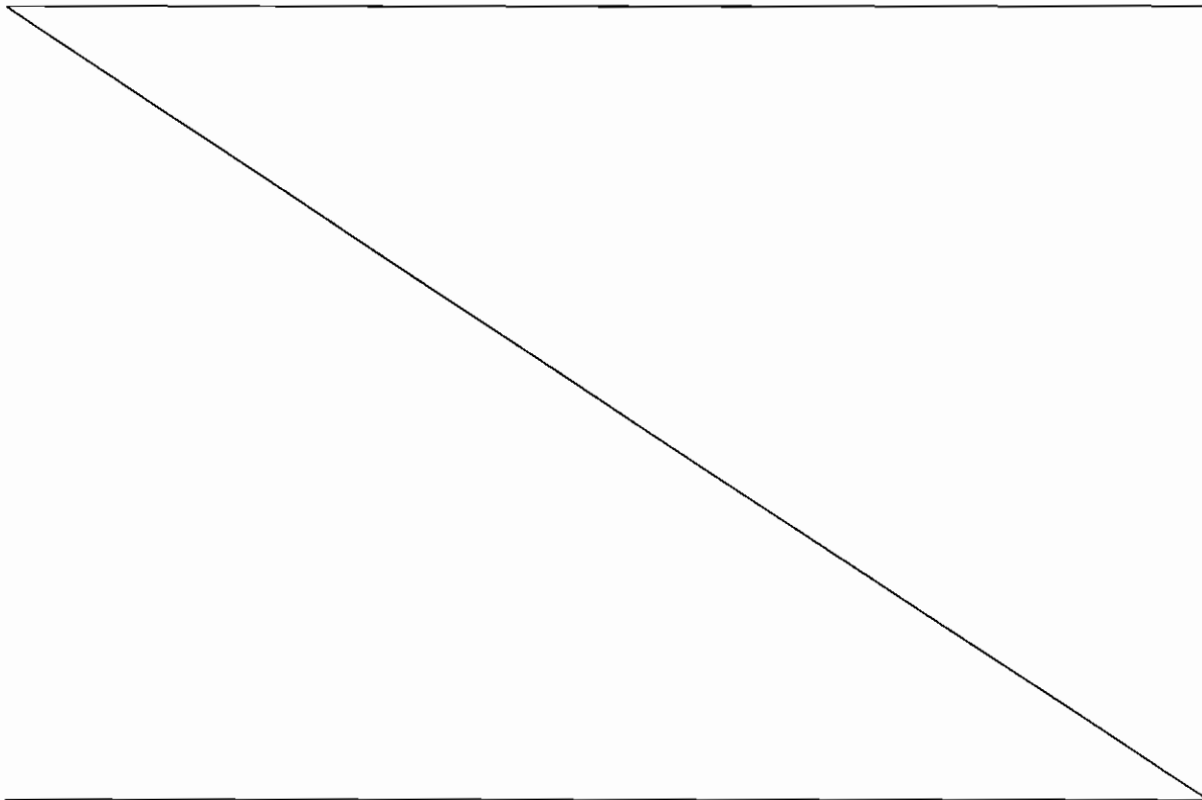
of the official's or employee's office or employment under circumstances in which a private person would be found to be liable in accordance with the general laws of the State of Florida, and subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised, amended or renumbered from time to time.

8. GRANTEE will have reasonable right of access for the purposes of reaching the described easement (Exhibit "A") and installing appurtenant works as set forth on Exhibit "C," Access to Well Site. Any damage to the Access to Well Site property or improvements thereon as the result of such access to the described easement or the construction, maintenance, or repairs located within the described easement shall be restored by GRANTEE, to the condition in which it existed prior to the damage, as is reasonably practicable.

9. By acceptance of this easement, the GRANTEE assumes no responsibility for ownership or maintenance of any associated roads. The easement is strictly for utility purposes.

10. This easement will be binding upon the parties hereto, their successors in interest and any assigns.

(Balance of Page Left Intentionally Blank)



MSB

IN WITNESS WHEREOF, the GRANTOR has caused this document to be signed on the date and year first above written.

_____	BY: _____
[1 st Witness' Signature]	[Signature Grantor's/Owner's]
_____	_____
[Type or Print Name]	[Type or Print Name]
_____	_____
[2 nd Witness' Signature]	[Title]

[Type or Print Name]	

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this ____ day of 20____, by _____ who produced the following as identification _____ or is personally know to me, and who did/did not take an oath.

[stamp or seal]

[Signature of Notary]

[Typed or Printed Name]

NSD

Approved and accepted for and on behalf of Lee County, Florida, this _____ day of _____, 20____.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chairman

APPROVED AS TO FORM

BY: _____
Office of the County Attorney

AW

**LEGAL DESCRIPTION
LAGO
LCU UTILITY AND ACCESS EASEMENT NO. 1
SECTION 19, TOWNSHIP 46 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA**

A parcel of land lying in Section 19, Township 46 South, Range 26 East, Lee County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 19; thence along the South line of said Section 19, N.89°21'56"E., 565.00 feet, to an intersection with the East line of an existing 125 foot wide Florida Power and Light easement as recorded in Official Records Book 730, Page 622 of the Public Records of Lee County, Florida, thence, along said East line of the aforementioned Florida Power and Light easement, N.00°48'26"W., 2645.82 feet to the **POINT OF BEGINNING**; thence, continue along said East line of the aforementioned Florida Power and Light easement, N.00°48'26"W., 30.00 feet, thence N.90°00'00"E., 21.86 feet, thence N.00°00'00"E., 30.00 feet, thence N.90°00'00"E., 100.00 feet, thence S.00°00'00"W., 100.00 feet, thence N.90°00'00"W., 100.00 feet; thence N.00°00'00"E., 40.00 feet; thence N.90°00'00"W., 21.44 feet to the **POINT OF BEGINNING**.

Said parcel contains 10,649 square feet, more or less.

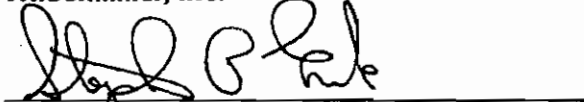
SEE ATTACHED FOR SKETCH

This legal description and the attached sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

Bearings shown hereon are based on the State Plane Coordinate System, North American Datum of 1983/1990 Adjustment (NAD83/90), Florida West Zone. The reference bearing is the South line of Section 19, Township 46 South, Range 26 East, Lee County, Florida, being N.89°21'56"E.

Prepared by:

WilsonMiller, Inc.



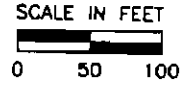
Stephen P. Ereik
Professional Surveyor and Mapper No. LS3273
State of Florida

4/19/2006
Date

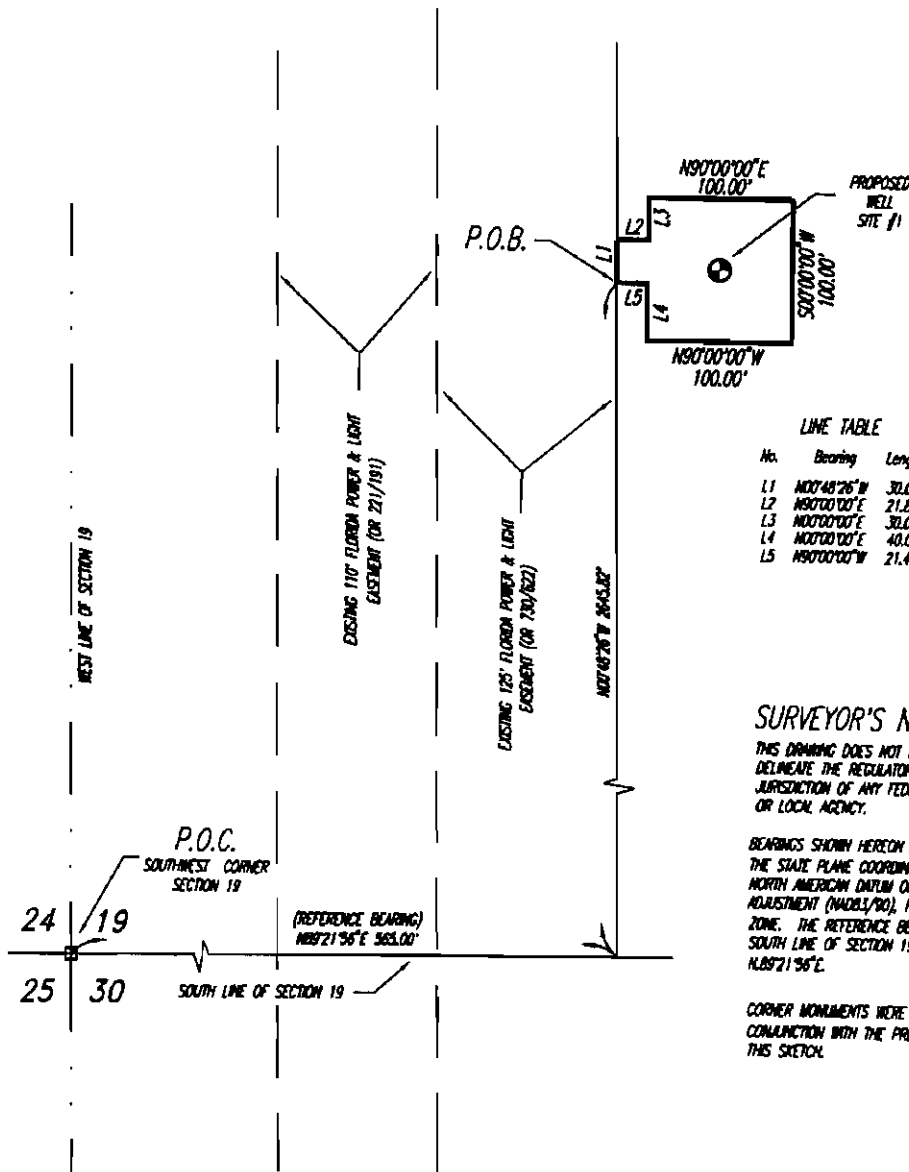
P.I.N.: 03552-004-002 GCP00
Ref.: A-03552-088
Date: April 18, 2006

Offices strategically located to serve our clients 800.649.4336
Fort Myers Office 4571 Colonial Boulevard • Fort Myers, Florida 33912 • 239.939.1020 • Fax 239.939.3412
wilsonmiller.com

****THIS IS NOT A SURVEY.****
****SEE ATTACHED FOR LEGAL DESCRIPTION****



LEGEND
P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCEMENT



LINE TABLE

No.	Bearing	Length
L1	N00°48'26"W	30.00'
L2	N50°00'00"E	21.86'
L3	N00°00'00"E	30.00'
L4	N00°00'00"E	40.00'
L5	N50°00'00"W	21.44'

SURVEYOR'S NOTES
THIS DRAWING DOES NOT PURPORT TO DELINEATE THE REGULATORY JURISDICTION OF ANY FEDERAL, STATE OR LOCAL AGENCY.
BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/1990 ADJUSTMENT (NAD83/90), FLORIDA WEST ZONE. THE REFERENCE BEARING IS THE SOUTH LINE OF SECTION 19, BEING N48°21'56"E.
CORNER MONUMENTS WERE NOT SET IN CONJUNCTION WITH THE PREPARATION OF THIS SKETCH.

FOR: GINN DEVELOPMENT
Apr 18, 2006 - 13:19:37 SMARTIN\K\SUR\03552\Section1906\03552-088002.dwg

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
LAGO-LCU UTILITY AND ACCESS EASEMENT NO. 1
SEC. 19, TWP 48 S., RGE 26 E.
LEE COUNTY, FLORIDA

Wilson Miller
Planners • Engineers • Architects • Surveyors • Landscape Architects • Transportation Consultants
Wilson Miller, Inc.
407 Colonial Blvd. Suite 202, Fort Myers, Florida 33901 Phone 888-888-8888 Fax 941-938-2400 web-site www.wilsonmiller.com

DRAWN BY: 2143	CHECKED BY: 1223	CAD FILE: 43461.v3	PIPC: 03552-004-002	TASK: GCP00	SHEET 1 of 1	DRAWING INDEX NO: A-03552-088	REV: 2
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DESCRIPTION:

A PORTION OF SECTION 20, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 20-46-26; THENCE ALONG THE EAST LINE OF SECTION 20-46-26 NORTH 01°09'17" WEST, A DISTANCE OF 875.79 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF CORKSCREW ROAD; THENCE ALONG SAID NORTH RIGHT OF WAY LINE SOUTH 86°32'28" WEST, A DISTANCE OF 1095.67 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE NORTH 03°26'16" WEST, A DISTANCE OF 131.16 FEET TO THE RADIUS POINT OF THIS CIRCULAR DESCRIPTION; SAID CIRCLE HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 360°00'00"; THENCE 628.32 FEET ALONG THE PERIMETER OF SAID CIRCLE BEING A CLOSED FIGURE.

CONTAINING 0.72 ACRES (31,415 SQUARE FEET), MORE OR LESS.

In accordance with CH-61G17-6
of the Florida Administrative Code,
this Description and Sketch of Description
bears the notation:
THIS IS NOT A SURVEY.

SHEET 1 OF 2
SEE SHEET 2 OF 2 FOR SKETCH

BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE
OF SECTION 20-46-26 AS BEING N01°09'17"W. ASSUMED.

SKETCH OF DESCRIPTION
OF
LCU RADIUS EASEMENT NO. 2

LEE COUNTY, FLORIDA SECTION 20-46-26




AMERICAN SURVEYING & MAPPING
CERTIFICATION OF AUTHORIZATION NUMBER LB#6393
1030 N. ORLANDO AVE, SUITE B
WINTER PARK, FLORIDA
32789 (407) 426-7979

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND
2. NO UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.
3. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Exhibit B
Page 1 of 2

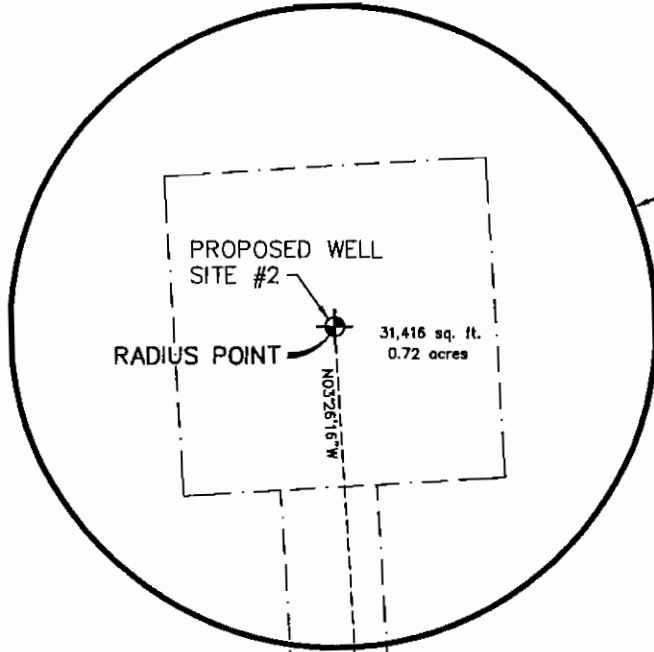
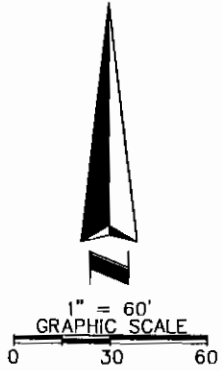
DATE: 05/02/06
SCALE: N/A
APPROVED BY: BAM
JOB NO. ASM
DRAWN BY: UB


DAVID M. DEFILIPPO, VPSM #5038
DATE: May 2, 2006

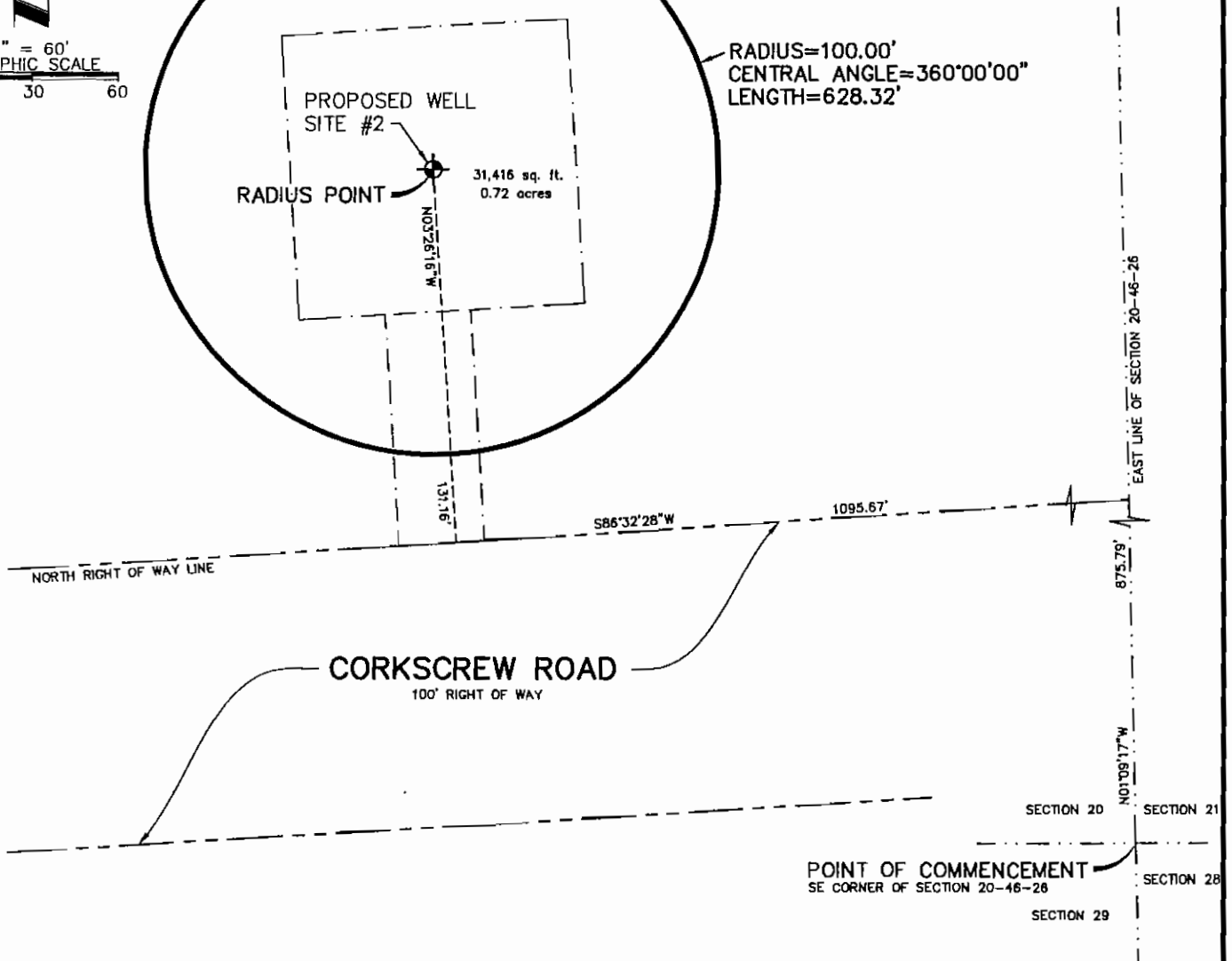
NR

SKETCH OF DESCRIPTION:

LCU RADIUS EASEMENT NO. 2



RADIUS=100.00'
CENTRAL ANGLE=360°00'00"
LENGTH=628.32'



SHEET 2 OF 2
SEE SHEET 1 OF 2 FOR DESCRIPTION

DATE: 05/02/06

SCALE: 1"=60'

APPROVED BY: BAM

JOB NO. ASM

DRAWN BY: UB

REVISED:

Exhibit B
Page 2 of 2



AMERICAN SURVEYING & MAPPING
CERTIFICATION OF AUTHORIZATION NUMBER LB#6393
1030 N. ORLANDO AVE, SUITE B
WINTER PARK, FLORIDA
32789 (407) 426-7979

LEGEND
LCU= LEE COUNTY UTILITY

Handwritten initials

This instrument prepared by: C. Dennis Luettich, Jr., Esquire
Paves Law Firm, LLP
P. O. Box 1507
Fort Myers, Florida 33902-1507

Parcel:
Project:
STRAP No.:

This Space for Recording

PERMANENT ACCESS EASEMENT GRANT

This document, made and entered into between ALICO, INC., a Florida corporation ("Alico"), whose address is P.O. Box 338, Labelle, Florida 33935 as owner(s), hereinafter referred to as GRANTOR; and LEE COUNTY, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, FL 33902-398, hereinafter referred to as COUNTY.

WITNESSETH

1. For good and valuable consideration, receipt of which is hereby acknowledged, GRANTOR does hereby grant to the COUNTY, its successors and assigns, a permanent access easement for the purpose of providing access to GRANTOR'S property so that COUNTY'S employees, consulting engineers, contractors and other representatives' vehicles and equipment may have ingress and egress for construction and maintenance of a well site located on Exhibit "A". Furthermore, Grantor grants to COUNTY the right to construct, maintain and operate raw water distribution lines and associated underground electric lines within the Easement described on Exhibit "B".

2. GRANTOR covenants that subject to existing easements, if any, for public highways or roads, railroads, ditches, pipelines, electrical transmission or distribution lines, telephone and telegraph lines covering the land herein described, GRANTOR is lawfully seized and possessed of the lands, having good and lawful right and power to convey them, and that the lands are free and clear of mortgages, liens, easements and encumbrances except those of record; and GRANTOR will forever warrant and defend the title and terms to this easement and the quiet possession thereof against the lawful claims and demands of all persons.

3. The easement, rights and privileges granted herein are non-exclusive, and GRANTOR reserves the right to convey similar rights and easements to other persons except those rights and easements that may interfere with and prevent the use by County of the easement. GRANTOR also retains, reserves and will continue to enjoy use of the property for purposes that do not interfere with and prevent the use by GRANTEE of the easement.

Exhibit C

117

4. This instrument is binding on, and inures to the benefit of, the successors and assigns of the parties.

IN WITNESS WHEREOF this instrument is executed this _____ day of May, 2006.

TWO SEPARATE WITNESSES:

ALICO, INC., a Florida corporation

1st Witness Signature

Signature _____

By: _____

Printed Name of 1st Witness

2nd Witness Signature

Printed Name of 2nd Witness

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this _____ day of May, 2006, by _____ as _____ of ALICO, INC., a Florida corporation. He/She is personally known to me or has produced _____ as identification and did not take an oath.

Signature of Notary Public

My Commission Expires: _____

Printed Name of Notary Public

12/2

Approved and accepted for and on behalf of LEE COUNTY, FLORIDA, this _____ day of May, 2006.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS OF
LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

Date: _____

Approved as to form by:

County Attorney's Office

Printed Name of 2nd Witness

STATE OF FLORIDA)
COUNTY OF LEE

The foregoing instrument was acknowledged before me this _____ day of May 2006, by _____ (name of person acknowledged) who is personally known to me or who has produced _____ (type of _____ as identification. _____ identification)

(SEAL)

Signature of Notary Public

(Name typed, printed or stamped)
(Title or Rank)
(Serial Number, if any)

MSD

**LEGAL DESCRIPTION
LAGO
LCU UTILITY AND ACCESS EASEMENT NO. 1
SECTION 19, TOWNSHIP 46 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA**

A parcel of land lying in Section 19, Township 46 South, Range 26 East, Lee County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 19; thence along the South line of said Section 19, N.89°21'56"E., 565.00 feet, to an intersection with the East line of an existing 125 foot wide Florida Power and Light easement as recorded in Official Records Book 730, Page 622 of the Public Records of Lee County, Florida, thence, along said East line of the aforementioned Florida Power and Light easement, N.00°48'26"W., 2645.82 feet to the **POINT OF BEGINNING**; thence, continue along said East line of the aforementioned Florida Power and Light easement, N.00°48'26"W., 30.00 feet, thence N.90°00'00"E., 21.86 feet, thence N.00°00'00"E., 30.00 feet, thence N.90°00'00"E., 100.00 feet, thence S.00°00'00"W., 100.00 feet, thence N.90°00'00"W., 100.00 feet; thence N.00°00'00"E., 40.00 feet; thence N.90°00'00"W., 21.44 feet to the **POINT OF BEGINNING**.

Said parcel contains 10,649 square feet, more or less.

SEE ATTACHED FOR SKETCH

This legal description and the attached sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

Bearings shown hereon are based on the State Plane Coordinate System, North American Datum of 1983/1990 Adjustment (NAD83/90), Florida West Zone. The reference bearing is the South line of Section 19, Township 46 South, Range 26 East, Lee County, Florida, being N.89°21'56"E.

Prepared by:

WilsonMiller, Inc.



Stephen P. Ereka
Professional Surveyor and Mapper No. LS3273
State of Florida

4/19/2006
Date

P.L.N.: 03552-004-002 GCP00
Ref.: A-03552-088
Date: April 18, 2006

Offices strategically located to serve our clients 800.649.4336

Fort Myers Office 4571 Colonial Boulevard • Fort Myers, Florida 33912 • 239.939.1020 • Fax 239.939.3412

wilsonmiller.com

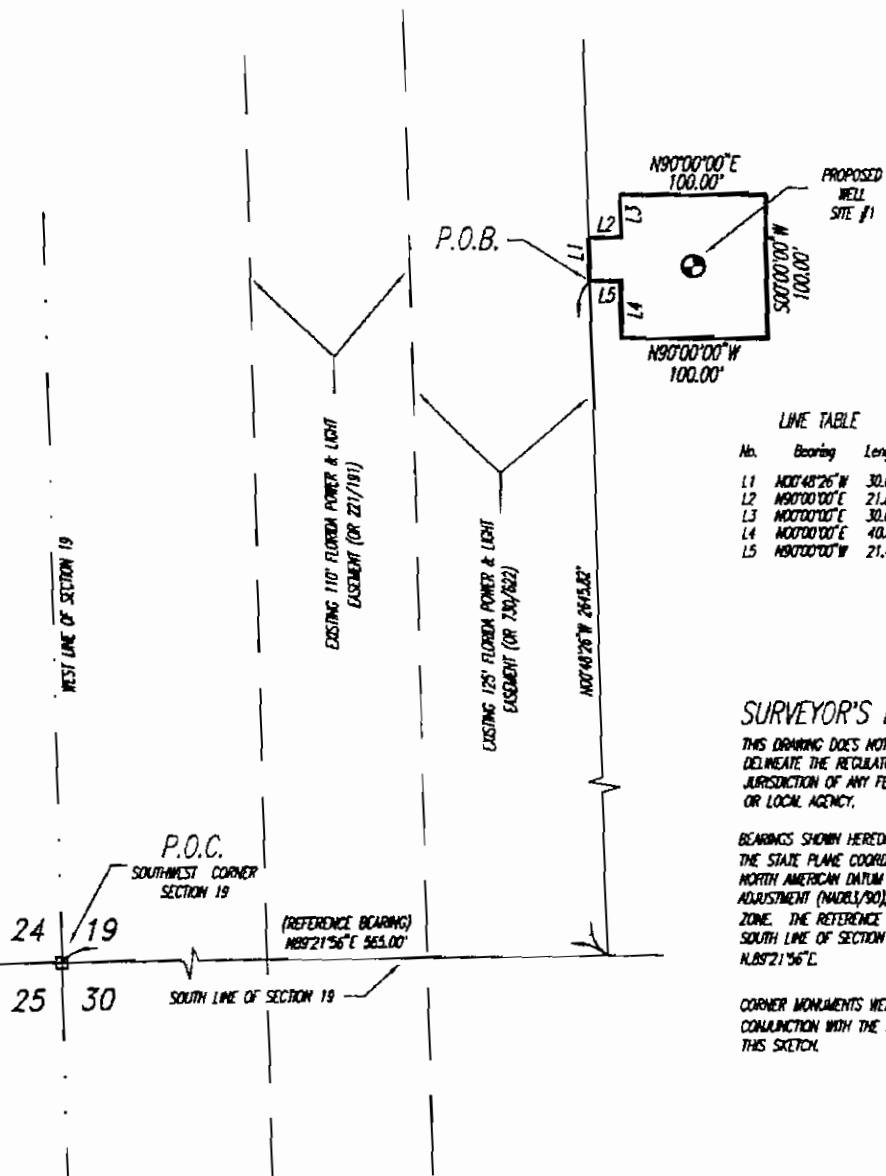
****THIS IS NOT A SURVEY.****
****SEE ATTACHED FOR LEGAL DESCRIPTION****



SCALE IN FEET
 0 50 100

LEGEND

P.O.B. - POINT OF BEGINNING
 P.O.C. - POINT OF COMMENCEMENT



LINE TABLE

No.	Bearing	Length
L1	N00°48'26\"/>	
L2	N90°00'00\"/>	
L3	N00°00'00\"/>	
L4	N00°00'00\"/>	
L5	N90°00'00\"/>	

SURVEYOR'S NOTES

THIS DRAWING DOES NOT PURPORT TO DELINEATE THE REGULATORY JURISDICTION OF ANY FEDERAL, STATE OR LOCAL AGENCY.

BEARINGS SHOWN HEREIN ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/1990 ADJUSTMENT (NAD83/90), FLORIDA WEST ZONE. THE REFERENCE BEARING IS THE SOUTH LINE OF SECTION 19, BEING N89°21'56\"/>

CORNER MONUMENTS WERE NOT SET IN CONJUNCTION WITH THE PREPARATION OF THIS SKETCH.

POR: GINN DEVELOPMENT Apr 18, 2006 - 13:19:37 SMARTIN\K\SUR\03552\Section19GC\03552-088002.dwg

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
 LAGO-LCU UTILITY AND ACCESS EASEMENT NO. 1
 SEC. 19, TWP 48 S., RGE 26 E.
 LEE COUNTY, FLORIDA

Wilson Miller

Planners • Engineers • Surveyors • Estimators • Landscape Architects • Transportation Consultants

Wilson Miller, Inc.
 401 Central Blvd., Suite 200, Fort Myers, Florida 33902 Phone: 888-888-2800, Fax: 888-888-2400 Web: www.wilsonmiller.com

DRAWN BY: 2143	CHECKED BY: 1223	CAD FILE: 43461.v3	PRJ: 03552-004-002	TASK: GCPOO	SHEET 1 OF 1	DRAWING INDEX NO: A-03552-088	REV: 2
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**LEGAL DESCRIPTION
LAGO
LCU 15' WIDE ACCESS EASEMENT
SECTION 19, TOWNSHIP 46 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA**

A parcel of land lying in Section 19, Township 46 South, Range 26 East, Lee County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 19; thence along the South line of said Section 19, N.89°21'56"E., 550.00 feet to the **POINT OF BEGINNING**, also being a 15 foot offset of the East line of an existing 125 foot wide Florida Power and Light easement as recorded in Official Records Book 730, Page 622 of the Public Records of Lee County, Florida, thence, along said 15 foot offset of the East line of the aforementioned Florida Power and Light easement, N.00°48'26"W., 2675.82 feet; thence, N.90°00'00"E., 15 feet, to an intersection with the East line of the aforementioned Florida Power and Light easement; thence, along said East line S.00°48'26"E., 2675.82 feet to an intersection with the aforementioned South line of Section 19; thence, along said South line of Section 19, S.89°21'56"W., 15.00 feet to the **POINT OF BEGINNING**.

Said parcel contains 39,687 square feet, more or less.

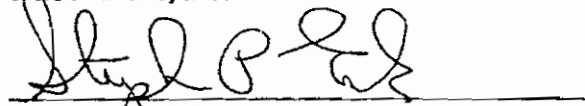
SEE ATTACHED FOR SKETCH

This legal description and the attached sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

Bearings shown hereon are based on the State Plane Coordinate System, North American Datum of 1983/1990 Adjustment (NAD83/90), Florida West Zone. The reference bearing is the South line of Section 19, Township 46 South, Range 26 East, Lee County, Florida, being N.89°21'56"E.

Prepared by:

WilsonMiller, Inc.



Stephen P. Erek
Professional Surveyor and Mapper No. LS3273
State of Florida

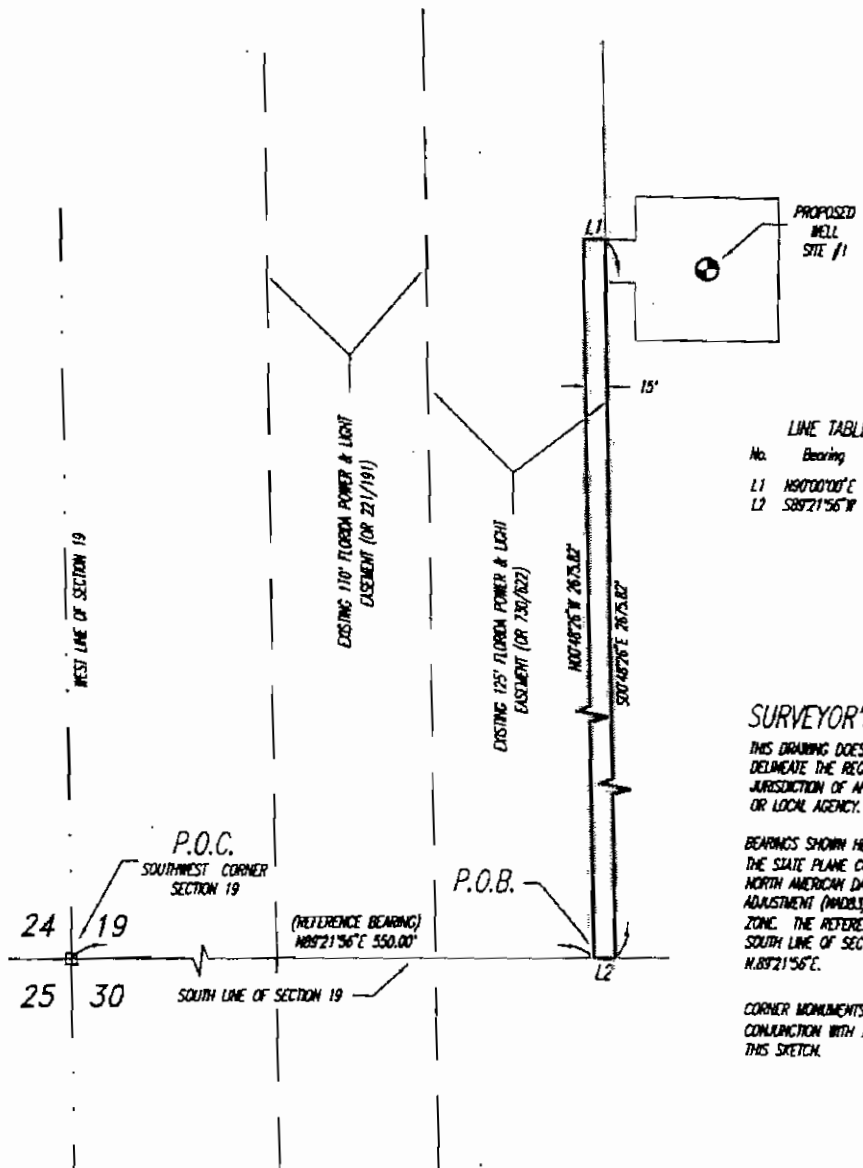
4/18/2006
Date

P.L.N.: 03552-004-002 GCP00
Ref.: A-03552-091
Date: April 18, 2006

THIS IS NOT A SURVEY.
 SEE ATTACHED FOR LEGAL DESCRIPTION



LEGEND
 P.O.B. - POINT OF BEGINNING
 P.O.C. - POINT OF COMMENCEMENT



LINE TABLE

No.	Bearing	Length
L1	N89°00'00\"E	15.00'
L2	S89°21'56\"W	15.00'

SURVEYOR'S NOTES

THIS DRAWING DOES NOT PURPORT TO DELINEATE THE REGULATORY JURISDICTION OF ANY FEDERAL, STATE OR LOCAL AGENCY.

BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/1990 ADJUSTMENT (NAD83/90), FLORIDA WEST ZONE. THE REFERENCE BEARING IS THE SOUTH LINE OF SECTION 19, BEING N.89°21'56\"E.

CORNER MONUMENTS WERE NOT SET IN CONJUNCTION WITH THE PREPARATION OF THIS SKETCH.

FOR: GINN DEVELOPMENT

Apr 18, 2008 - 08:21:02 SMARTIN\X:\SUR\03552\Section 19\03552-091001.dwg

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
 LAGO-LCU 15' WIDE ACCESS EASEMENT
 SEC. 19, TWP 46 S., RGE 26 E.
 LEE COUNTY, FLORIDA

Wilson Miller

Surveyors - Engineers - Designers - Surveyors - Landmarks Architects - Transportation Consultants

Wilson Miller, P.C.

1000 Colonial Blvd, Suite 200 Fort Myers, Florida 33908 Phone 941-939-8888 Fax 941-939-7428 www.wilsonmiller.com

DRAWN BY: 2143	CHKD BY: 1223	CAD FILE: 43827.v1	PIN: 03552-004-002	TASK: GCP00	SHEET 1 OF 1	DRAWING INDEX NO: A-03552-091	REV:
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This Instrument Prepared By:
Lee County Utilities
1500 Monroe Street - 3rd Floor
Fort Myers, Florida 33901

Strap Number:

THIS SPACE RESERVED FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

THIS INDENTURE is made and entered into this ____ day of _____
20__, by and between _____, Owner,
hereinafter referred to as GRANTOR(S), and LEE COUNTY, a political sub-division of
the State of Florida, hereinafter referred to as GRANTEE.

WITNESSETH:

1. For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and accepted, GRANTOR hereby grants, bargains, sells and transfers to the GRANTEE, its successors and assigns, a perpetual well site easement for the extraction of subterranean waters, situated in Lee County, Florida, located and described as set forth in Exhibit "A," attached hereto and made a part hereof.

2. GRANTEE, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, replace, renew, extend and maintain a water well site with attendant facilities for the extraction of subterranean waters to be located upon, on, under and across and through the property described as Exhibit "A" with additional right and privilege and authority to remove, replace, repair and enlarge such system within the easement area but not beyond that and to trim and remove roots, trees, shrubs, bushes and plants and remove fences or other improvements which may affect the operation of the water well(s). Notwithstanding the foregoing, at all times Grantor, as a condition of this easement, reserves the right to maintain landscaping, walls and other screening improvements to make the well location integrate with the surrounding property and to minimize its visibility while enhancing

10/8

the appearance of the area. The parties agree to negotiate in good faith after the execution of this easement agreement a site plan and landscaping and buffering plan for the construction of the initial improvements. At no time shall this easement be interpreted to allow the extraction of water in such a fashion or to such a quantity as to affect the stability of the neighboring properties owned by the Grantor nor shall this well easement be interpreted to allow for drilling and extraction except of subterranean waters.

3. The easement granted herein is nonexclusive. Grantor shall have the right to locate other improvements which are not inconsistent with the rights granted herein to Grantee within the Exhibit "A" property including but not necessarily limited to the co-location of other utility facilities within the easement within the Exhibit "A" property. Notwithstanding the foregoing, houses, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures may not be constructed on or placed within this easement at any time, present or future, by GRANTOR, or its heirs, successors or assigns. Further, in accordance with Rule 62-553.312 (3) Florida Administrative Code (2006), all uses which pose a potentially high risk to ground water quality and public health are prohibited within the area described on Exhibit "B." All uses that pose a moderate risk to ground water quality and public health are prohibited within the area described on Exhibit "A."

4. Title to all utilities constructed and/or placed hereunder by GRANTEE or its agents will remain in the GRANTEE, GRANTEE's successors, appointees, and/or assigns.

5. Subject to any pre-existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, GRANTOR(S) covenant that they are lawfully seized and possessed of the described real property (Exhibit "A"), have good and lawful right and power to sell and convey it, and that the said property is free from any and all liens and encumbrances, except as herein stated, and accordingly, GRANTOR(S) will forever defend the right, title and terms of this said easement and the quiet possession thereof by GRANTEE against all claims and demands of all other entities.

6. GRANTOR(S), its heirs, successors or assigns, agrees to assume all liability for any consequential damages to any houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures subsequently constructed by GRANTOR(S) in violation of Paragraph 3. within the above easement, which result from the required activities of the GRANTEE for any construction, maintenance or repairs to the utilities located within the above-described easement.

7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope

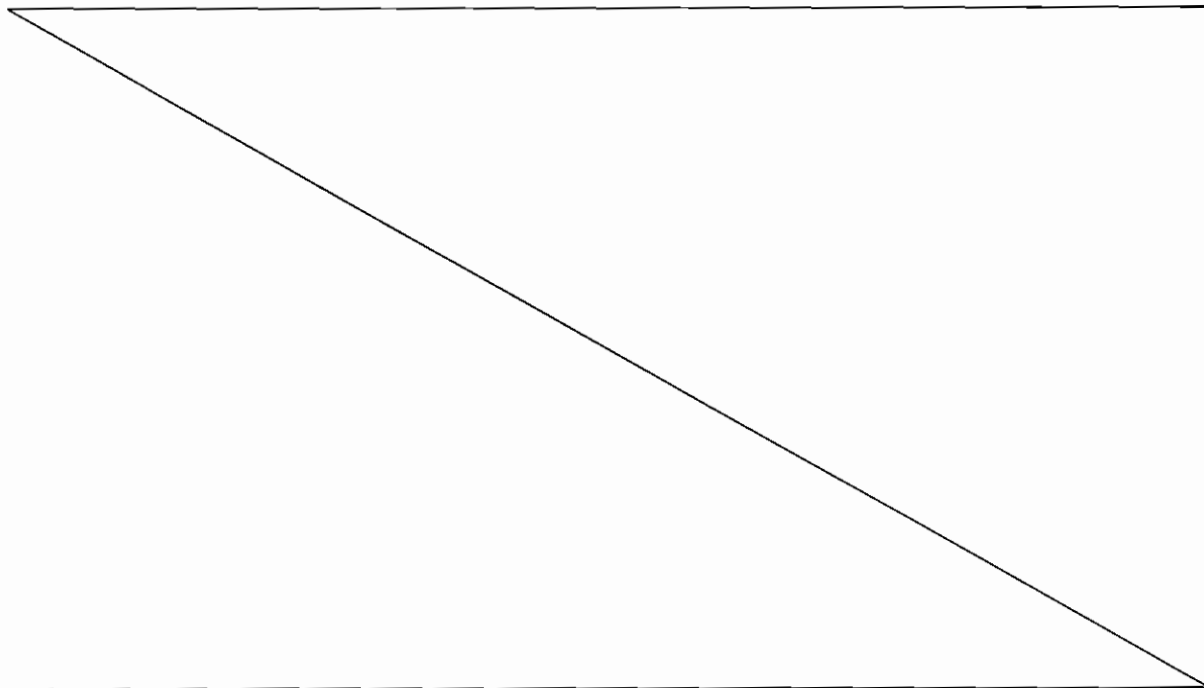
of the official's or employee's office or employment under circumstances in which a private person would be found to be liable in accordance with the general laws of the State of Florida, and subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised, amended or renumbered from time to time.

8. GRANTEE will have reasonable right of access across GRANTOR's property for the purposes of reaching the described easement (Exhibit "A") as set forth on Exhibit "C," Access to Well Site. Any damage to GRANTOR's property or permitted improvements thereon as the result of such access to the described easement or the construction, maintenance, or repairs located within the described easement shall be restored by GRANTEE, to the condition in which it existed prior to the damage, as is reasonably practicable.

9. By acceptance of this easement, the GRANTEE assumes no responsibility for ownership or maintenance of any associated roads. The easement is strictly for utility purposes.

10. This easement will be binding upon the parties hereto, their successors in interest and any assigns.

(Balance of Page Left Intentionally Blank)



IN WITNESS WHEREOF, the GRANTOR has caused this document to be signed on the date and year first above written.

_____	BY: _____
[1 st Witness' Signature]	[Signature Grantor's/Owner's]
_____	_____
[Type or Print Name]	[Type or Print Name]
_____	_____
[2 nd Witness' Signature]	[Title]

[Type or Print Name]	

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this ____ day of 20__, by _____ who produced the following as identification _____ or is personally know to me, and who did/did not take an oath.

[stamp or seal]

[Signature of Notary]

[Typed or Printed Name]

Handwritten mark

Approved and accepted for and on behalf of Lee County, Florida, this _____ day of _____, 20____.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chairwoman

APPROVED AS TO FORM

BY: _____
Office of the County Attorney

Handwritten mark

DESCRIPTION:

A PORTION OF SECTION 20, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 20-46-26; THENCE ALONG THE EAST LINE OF SECTION 20-46-26 NORTH 01°09'17" WEST, A DISTANCE OF 875.79 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF CORKSCREW ROAD; THENCE ALONG SAID NORTH RIGHT OF WAY LINE SOUTH 86°32'28" WEST, A DISTANCE OF 1045.67 FEET; THENCE DEPARTING SAID NORTH LINE NORTH 03°26'16" WEST, A DISTANCE OF 81.14 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 86°33'44" WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 03°26'16" WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 86°33'44" EAST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 03°26'16" EAST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.23 ACRES (10,000 SQUARE FEET), MORE OR LESS.

In accordance with CH-61G17-6
of the Florida Administrative Code,
this Description and Sketch of Description
bears the notation:

THIS IS NOT A SURVEY.

SHEET 1 OF 2
SEE SHEET 2 OF 2 FOR SKETCH

BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE
OF SECTION 20-46-26 AS BEING N01°09'17"W. ASSUMED.

SKETCH OF DESCRIPTION
OF
LCU UTILITY EASEMENT NO. 2

LEE COUNTY, FLORIDA SECTION 20-46-26

DATE: 05/02/06

REVISED:

SCALE: N/A

APPROVED BY: BAM

JOB NO. ASM

DRAWN BY: UB

Exhibit A
Page 1 of 2



AMERICAN SURVEYING & MAPPING
CERTIFICATION OF AUTHORIZATION NUMBER LB#6393
1030 N. ORLANDO AVE, SUITE B
WINTER PARK, FLORIDA
32789 (407) 426-7979

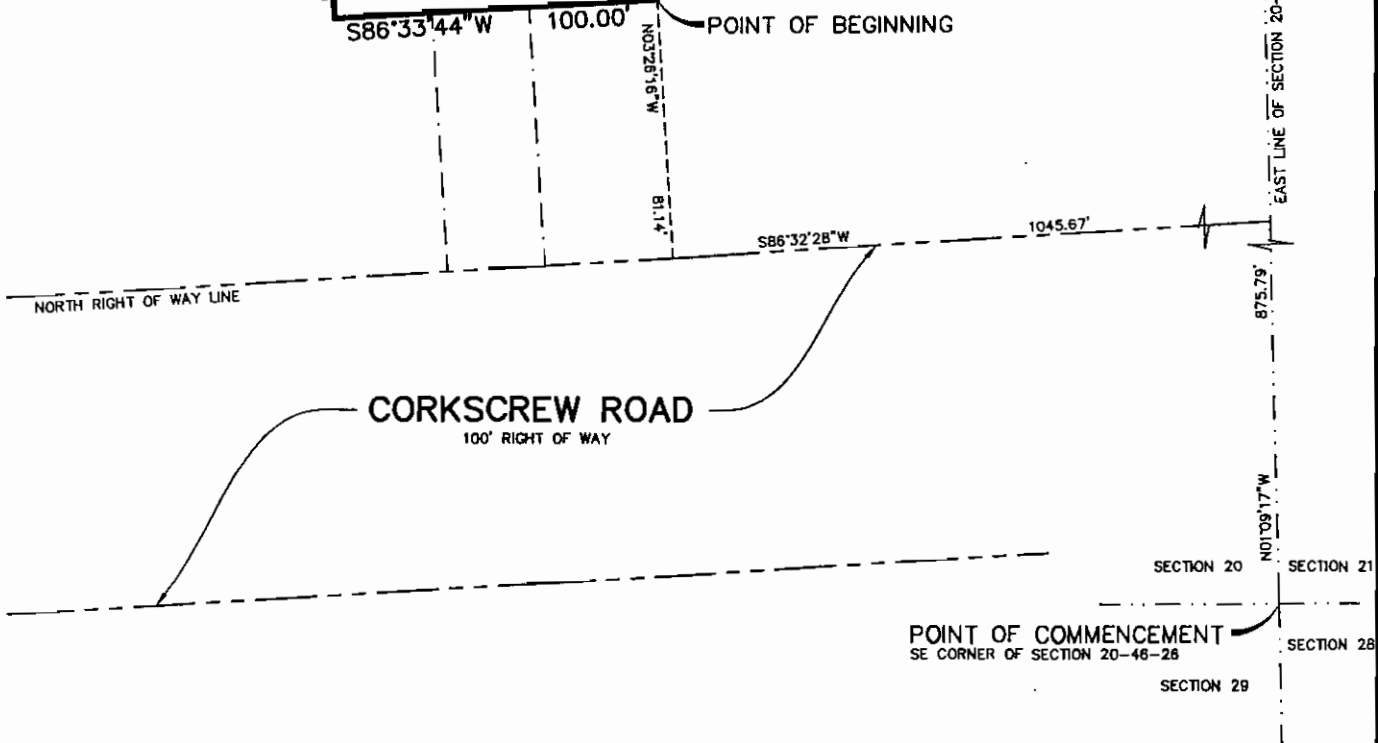
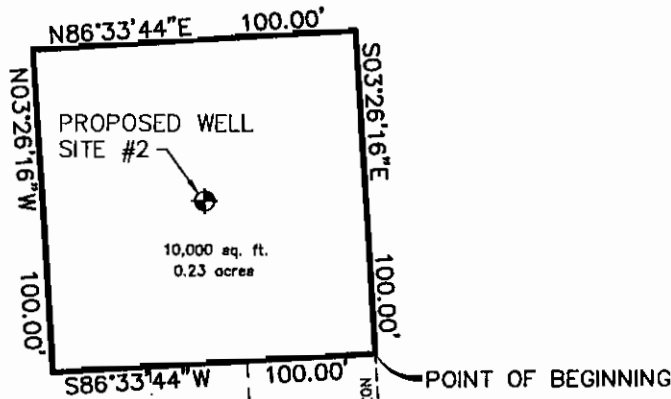
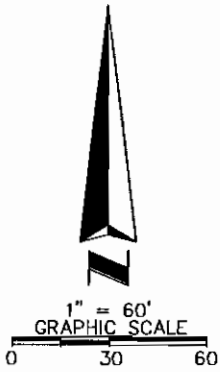
1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND
2. NO UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.
3. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

David M. DeFilippo
DAVID M. DEFILIPPO, PSM #5038
DATE: May 2, 2006

1034

SKETCH OF DESCRIPTION:

LCU UTILITY EASEMENT NO. 2



SHEET 2 OF 2
SEE SHEET 1 OF 2 FOR DESCRIPTION

DATE: 05/02/06
 SCALE: 1"=60'
 APPROVED BY: BAM
 JOB NO. ASM
 DRAWN BY: UB

REVISED: _____

Exhibit A
Page 2 of 2

LEGEND
LCU= LEE COUNTY UTILITY

AMERICAN SURVEYING & MAPPING
 CERTIFICATION OF AUTHORIZATION NUMBER LB#6393
 1030 N. ORLANDO AVE, SUITE B
 WINTER PARK, FLORIDA
 32789 (407) 428-7979

Handwritten initials

DESCRIPTION:

A PORTION OF SECTION 19, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 19-46-26; THENCE ALONG THE SOUTH LINE OF SECTION 19-46-26 NORTH 89°21'56" EAST, A DISTANCE OF 565.00 FEET TO A POINT ON THE EAST LINE OF A 125' FLORIDA POWER AND LIGHT EASEMENT PER OR BOOK 730, PAGE 622; THENCE DEPARTING SAID SOUTH LINE OF SECTION 19-46-26 ALONG SAID EAST EASEMENT LINE NORTH 00°48'26" WEST, A DISTANCE OF 2584.97 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST EASEMENT LINE NORTH 00°48'26" WEST, A DISTANCE OF 139.68 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 271°24'11" AND A CHORD DISTANCE OF 139.68 FEET WHICH BEARS SOUTH 00°48'26" EAST; THENCE DEPARTING SAID EAST EASEMENT LINE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 473.69 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.66 ACRES (28,683 SQUARE FEET), MORE OR LESS.

In accordance with CH-61G17-6
of the Florida Administrative Code,
this Description and Sketch of Description
bears the notation:

THIS IS NOT A SURVEY.

SHEET 1 OF 2
SEE SHEET 2 OF 2 FOR SKETCH

BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE
OF SECTION 19-46-26 AS BEING N89°21'56"E. ASSUMED.

SKETCH OF DESCRIPTION

OF
LCU RADIUS EASEMENT NO. 1

LEE COUNTY, FLORIDA

SECTION 19-46-26

DATE: 05/02/06

REVISED:

SCALE: N/A

APPROVED BY: BAM

JOB NO. ASM

DRAWN BY: UB

Exhibit B
Page 1 of 2



AMERICAN SURVEYING & MAPPING
CERTIFICATION OF AUTHORIZATION NUMBER LB#6393
1030 N. ORLANDO AVE, SUITE B
WINTER PARK, FLORIDA
32789 (407) 428-7878

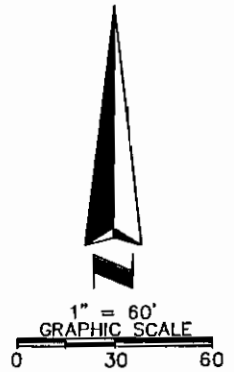
1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND
2. NO UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.
3. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

David M. DeFilippo
DAVID M. DEFILIPPO, PSM #5038
DATE: May 2, 2006

MSD

SKETCH OF DESCRIPTION:

LCU RADIUS EASEMENT NO. 1



EXISTING 125' FLORIDA POWER & LIGHT
EASEMENT (OR BOOK 730, PAGE 822)

NO0°48'26"W

EAST LINE OF 125' FLORIDA POWER & LIGHT EASEMENT

139.68'

NO0°48'26"W

2584.97'

PROPOSED WELL
SITE #1

28,683 sq. ft.
0.66 acres

$\Delta=271'24'11''$
 $L=473.69'$
 $R=100.00'$
 $CB=S00°48'26''E$
 $C=139.68'$

POINT OF COMMENCEMENT
SW CORNER OF SECTION 19-46-26

SECTION 24

SECTION 19

N89°21'56"E

565.00'

SOUTH LINE OF SECTION 19-46-26

SECTION 30

SECTION 25

SHEET 2 OF 2
SEE SHEET 1 OF 2 FOR DESCRIPTION

DATE: 05/02/06

REVISED:

SCALE: 1"=60'

APPROVED BY: BAM

JOB NO. ASM

Exhibit B
Page 2 of 2

DRAWN BY: UB

LEGEND

LCU= LEE COUNTY UTILITY



AMERICAN SURVEYING & MAPPING
 CERTIFICATION OF AUTHORIZATION NUMBER LB#6393
 1030 N. ORLANDO AVE, SUITE B
 WINTER PARK, FLORIDA
 32789 (407) 428-7979

1620

DESCRIPTION:

A PORTION OF SECTION 20, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 20-46-26; THENCE ALONG THE EAST LINE OF SECTION 20-46-26 NORTH 01°09'17" WEST, A DISTANCE OF 875.79 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF CORKSCREW ROAD; THENCE ALONG SAID NORTH RIGHT OF WAY LINE SOUTH 86°32'28" WEST, A DISTANCE OF 1085.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH RIGHT OF WAY LINE SOUTH 86°32'28" WEST, A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE NORTH 03°26'16" WEST, A DISTANCE OF 81.17 FEET; THENCE NORTH 86°33'44" EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 03°26'16" EAST, A DISTANCE OF 81.16 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.06 ACRES (2,435 SQUARE FEET), MORE OR LESS.

In accordance with CH-61G17-6
of the Florida Administrative Code,
this Description and Sketch of Description
bears the notation:

THIS IS NOT A SURVEY.

SHEET 1 OF 2
SEE SHEET 2 OF 2 FOR SKETCH

BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF SECTION 20-46-26 AS BEING N01°09'17"W. ASSUMED.

SKETCH OF DESCRIPTION

OF
LCU ACCESS EASEMENT NO. 2

LEE COUNTY, FLORIDA SECTION 20-46-26



AMERICAN SURVEYING & MAPPING
CERTIFICATION OF AUTHORIZATION NUMBER LB#6393
1030 N. ORLANDO AVE, SUITE B
WINTER PARK, FLORIDA
32789 (407) 426-7979

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND
2. NO UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.
3. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DATE: 05/02/06
SCALE: N/A
APPROVED BY: BAM
JOB NO. ASM
DRAWN BY: UB

REVISED: _____

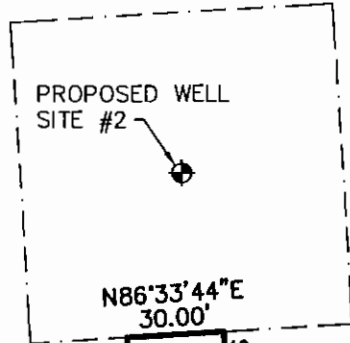
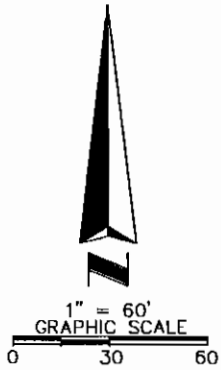
Exhibit C
Page 1 of 2

David M. DeFilippo
DAVID M. DEFILIPPO, PSM #5038
DATE: May 2, 2006

157

SKETCH OF DESCRIPTION:

LCU ACCESS EASEMENT NO. 2



N86°33'44"E
30.00'

N03°26'16"W
81.17'

2,435 sq. ft.
0.06 acres

S03°26'16"E
81.16'

NORTH RIGHT OF WAY LINE

30.00' POINT OF BEGINNING
S86°32'28"W

1085.67'

CORKSCREW ROAD
100' RIGHT OF WAY

EAST LINE OF SECTION 20-46-26

N01°09'17"W

SECTION 20

SECTION 21

POINT OF COMMENCEMENT
SE CORNER OF SECTION 20-46-26

SECTION 28

SECTION 29

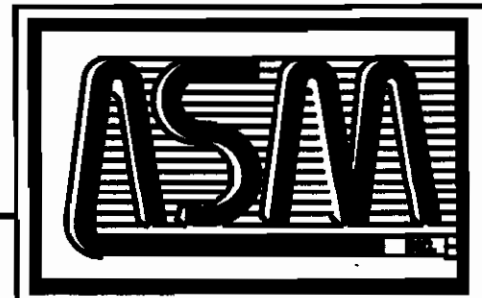
SHEET 2 OF 2
SEE SHEET 1 OF 2 FOR DESCRIPTION

DATE: 05/02/06
SCALE: 1"=60'
APPROVED BY: BAM
JOB NO. ASM
DRAWN BY: UB

REVISED:

Exhibit C
Page 2 of 2

LEGEND
LCU- LEE COUNTY UTILITY



AMERICAN SURVEYING & MAPPING
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1030 N. ORLANDO AVE, SUITE B
WINTER PARK, FLORIDA
32789 (407) 426-7979

Handwritten initials