

**FIRST AMENDMENT TO ACQUISITION AND UTILITY SERVICE  
PROVISION AGREEMENT**

THIS FIRST AMENDMENT TO ACQUISITION AND UTILITY SERVICE PROVISION AGREEMENT (hereafter referred to as "First Amendment"), made and entered into this 7th day of November, 2023 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 County and the District are the parties to that certain Acquisition And Utility Service Provision Agreement dated as of the 13<sup>th</sup> day of May, 2023 (hereafter referred to as the "Acquisition Agreement"); and

**WHEREAS**, thereafter the District and the County entered into that certain Gateway Services Community Development District Interlocal Agreement - Wholesale Potable Water Service dated July 11, 2003 (the "Wholesale Potable Water Agreement") and that certain Gateway Services Community Development District Interlocal Agreement - Wholesale Wastewater Treatment and Reuse Water Service dated July 11, 2003 (the "Wholesale Wastewater Agreement"); and

**WHEREAS**, the Acquisition Agreement and the Wholesale Potable Water Agreement, in pertinent part, describe, define and identify the District's Service Area, the District's Territory and the District's Customers; and

**WHEREAS**, the District has been requested by the Florida Governmental Utility Authority ("FGUA") to supply potable water for two (2) calendar years from commencement of service, which may be extended upon the County and the District approving an extension by further amendment to the Wholesale Potable Water Agreement, in order for FGUA to be able to supplement its potable water service to the FGUA Lehigh Acres customers; and

**WHEREAS**, the service area of FGUA lies outside of the District's Service Area and the District's Territory as such are described, defined and identified in the Acquisition Agreement and the Wholesale Potable Water Agreement; and

**WHEREAS**, while continuing to fulfill its obligations to the District under the Acquisition Agreement and Wholesale Potable Water Agreement, the County has potable water capacity to temporarily assist the District's resale of the County's potable water to

FGUA, contingent on the County's available capacity to meet its own customer base needs and contingent upon the County's available capacity to fulfill its obligations to the District under the Wholesale Potable Water Agreement; and

**WHEREAS**, by its execution of this First Amendment the County represents and certifies and assures the District that it has and will continue to have the capacity and ability to provide the wholesale potable water supply, treatment, storage, and transmission capacity within the District's Service Area necessary to meet District's and District's Customers' present and future needs;

**WHEREAS**, the District and County agree that the Acquisition Agreement and the Wholesale Potable Water Agreement be amended to provide the District with the ability to supply potable water, received by the District from County, to FGUA for two (2) calendar years from commencement of service, which may be extended upon the County and the District approving an extension by further amendment to the Wholesale Potable Water Agreement.

**NOW THEREFORE**, in consideration of the premises, the covenants, provisions, terms and conditions set forth herein, the District and the County agree as follows:

1. The above recitations are true and correct and are incorporated herein in full.
2. The Acquisition Agreement is hereby amended as follows:
  - A. The attached **Exhibit A** to this First Amendment is substituted in place of the Exhibit A attached to the Acquisition Agreement, and the attached **Exhibit A** to this First Amendment is incorporated into and made a part of the Acquisition Agreement and defines, depicts and describes the boundaries of the District's Territory as of the Effective Date of this First Amendment.
  - B. The attached **Exhibit A** to this First Amendment is substituted in place of the Exhibit A attached to the Acquisition Agreement, and the attached **Exhibit A** to this First Amendment is incorporated into and made a part of the Acquisition Agreement and defines, depicts and describes the boundaries of the District's Service Area as of the Effective Date of this First Amendment.
  - C. All references in the Acquisition Agreement to the Wholesale Potable Water Agreement shall mean and refer to the Gateway Services Community Development District Interlocal Agreement - Wholesale Potable Water Service dated July 11, 2003, and as amended from time to time.

D. All references in the Acquisition Agreement to the Wholesale Wastewater Agreement shall mean and refer to the Gateway Services Community Development District Interlocal Agreement - Wholesale Wastewater Treatment and Reuse Water Service dated July 11, 2003, and as amended from time to time.

E. 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 potable water service required under this Agreement and the Wholesale Potable Water 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. The County shall provide such services with the same level of service and care as all other users and customers of the County's integrated, unified utility system.

3. All other terms, provisions and conditions of the Acquisition And Utility Service Provision Agreement not specifically amended hereby shall remain in full force and effect.

4. This First Amendment shall become effective upon the execution by both parties.

IN WITNESS WHEREOF, the parties hereunto have executed this First Amendment to the Acquisition And Utility Service Provision Agreement by their proper officials, duly authorized to do so on the dates specified below.

GATEWAY SERVICES COMMUNITY  
DEVELOPMENT DISTRICT

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

By: [Signature]  
Chair  
Dated: 10/19/2023

By: [Signature]  
Vice Chairman  
Dated: 11/09/2023

ATTEST: [Signature]  
Secretary/Asst. Secy.



CLERK OF CIRCUIT COURT  
ATTEST: [Signature]  
Clerk/Deputy Clerk

APPROVED AS TO FORM AND LEGAL EFFICIENCY:  
[Signature]  
DISTRICT COUNSEL

APPROVED AS TO FORM AND LEGAL EFFICIENCY:  
[Signature]  
OFFICE OF THE COUNTY ATTORNEY

**EXHIBIT "A"**  
**TO MAY 13, 2003**  
**ACQUISITION AND UTILITY SERVICE PROVISION AGREEMENT, AS AMENDED**

Map and graphic of District Territory and District Service Area

**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.

*Rulemaking Authority 190.005 FS. Law Implemented 190.005 FS. History—New 5-22-86, Amended 7-29-02.*

**42F-1.002 Boundary.**

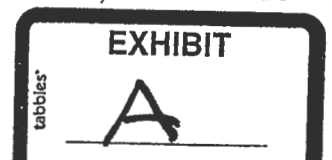
The boundaries of the district are as follows:

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)  
(REVISED 01-26-2004)

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 1,361.42 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 540.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 89°38'27" E ALONG SAID SOUTH LINE FOR 2,223.90 FEET TO AN INTERSECTION WITH THE WEST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER 1 OF SAID SECTION 35; 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 FRACTION FOR 1,324.86 FEET TO THE SOUTHEAST CORNER OF SAID FRACTION; THENCE RUN S 03°20'25" E FOR 1,284.37 FEET TO THE QUARTER CORNER ON THE EAST LINE OF SAID SECTION 35; THENCE RUN S 00°01'59" E ALONG SAID EAST LINE FOR 2,635.65 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 2,642.98 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 2,523.38 FEET TO THE NORTHEAST CORNER OF SAID SECTION 1; THENCE RUN N 00°57'01" W ALONG THE WEST LINE OF SAID SECTION 31 FOR 2,644.12 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 1,705.47 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 6,215.51 FEET TO



AN INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 31; THENCE CONTINUE S 46°07'29" E ALONG SAID SOUTHWESTERLY LINE FOR 1,227.27 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 1,535.36 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 5,824.88 FEET (DELTA 18°13'21") (CHORD BEARING S 55°14'10" E) (CHORD 1,844.76 FEET) FOR 1,852.55 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 2,271.81 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 3,028.35 FEET; THENCE RUN N 89°33'57" E FOR 605.03 FEET; THENCE RUN S 01°02'02" E FOR 1,800.10 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 1,238.52 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 2,110.83 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 19; THENCE RUN N 00°54'13" W ALONG THE WEST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 18 FOR 2,643.95 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 18; THENCE RUN N 00°57'26" W ALONG THE WEST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 7 FOR 2,645.00 FEET TO THE QUARTER CORNER COMMON TO SAID SECTIONS 7 AND 12; THENCE RUN S 89°55'48" W ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 12 FOR 2,524.10 FEET TO THE WEST LINE OF THE EAST 2,524.14 FEET OF SAID NORTHEAST QUARTER (NE 1/4); THENCE RUN N 01°05'49" W ALONG SAID WEST LINE FOR 2,646.14 FEET TO THE SOUTH LINE OF SAID SECTION 1; THENCE RUN S 89°55'59" W ALONG SAID SOUTH LINE FOR 2,663.14 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 1, PASSING THROUGH THE QUARTER CORNER ON THE SOUTH LINE OF SAID SECTION AT 69.26 FEET; THENCE RUN S 89°03'32" W ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 2 FOR 2,645.22 FEET; THENCE RUN S 89°04'48" W ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 2 FOR 451.46 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY OF TREELINE AVENUE; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING BEARINGS AND DISTANCES: THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2,625.00 FEET (DELTA 04°23'58") (CHORD BEARING N 01°39'04" W) (CHORD 201.51 FEET) FOR 201.56 FEET TO A POINT OF TANGENCY; THENCE RUN N 03°51'03" W FOR 959.31 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2,675.06 FEET (DELTA 05°12'07") (CHORD BEARING N 01°14'59" W) (CHORD 242.79 FEET) FOR 242.87 FEET; THENCE RUN N 88°38'56" W FOR 125.00 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY OF TREELINE AVENUE; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING BEARINGS AND DISTANCES: THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2,800.06 FEET (DELTA 05°12'08")

(CHORD BEARING N 03°57'08" E) (CHORD 254.15 FEET) FOR 254.23 FEET TO A POINT OF TANGENCY; THENCE RUN N 06°33'12" E FOR 1,166.54 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1,000.00 FEET (DELTA 43°02'48") (CHORD BEARING N 14°58'12" W) (CHORD 733.76 FEET) FOR 751.31 FEET TO A POINT OF TANGENCY; THENCE RUN N 36°29'36" W FOR 266.36 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2,000.00 FEET (DELTA 37°40'00") (CHORD BEARING N 17°39'36" W) (CHORD 1,291.27 FEET) FOR 1,314.81 FEET TO A POINT OF TANGENCY; THENCE RUN N 01°10'24" E FOR 245.53 FEET; THENCE S 89°25'36" W FOR 114.69 FEET; THENCE N 00°02'17" W FOR 68.12 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SECTION 35; THENCE N 01°00'06" W FOR 2,642.68 FEET; THENCE N 00°58'02" W FOR 1,048.01 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,050.00 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 FOR 721.50 FEET; THENCE N 45°21'33" E FOR 42.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 4377.44 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 11, TOWNSHIP 45 SOUTH, RANGE 25 EAST, AS BEARING S 89°03'50" 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 ONE-QUARTER (NW 1/4) OF SAID SECTION 3 FOR 2,477.68 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 ONE-QUARTER (NW 1/4) OF SAID SECTION 3; THENCE RUN S 00°49'05" E ALONG SAID EAST LINE FOR 1,299.77 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 ONE-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 1,474.99 FEET TO A POINT OF CURVATURE; THENCE RUN SOUTHERLY ALONG AN ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 22,800.31 FEET (CHORD BEARING S 13°33'28" E) (CHORD 1,013.23 FEET) (DELTA 02°32'47") FOR 1,013.31 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 HAVING A RADIUS OF 22,685.31 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 HAVING A RADIUS OF 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 1,133.06 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;

N35°18'42" E FOR 275.49 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THE NORTHWEST ONE-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.

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" E WHICH BEARING IS DERIVED FROM PLANE COORDINATE FOR THE FLORIDA WEST ZONE (1979 ADJUSTMENT).

TOTAL AREA FOR ALL PARCELS 4,488.58 ACRES, MORE OR LESS.

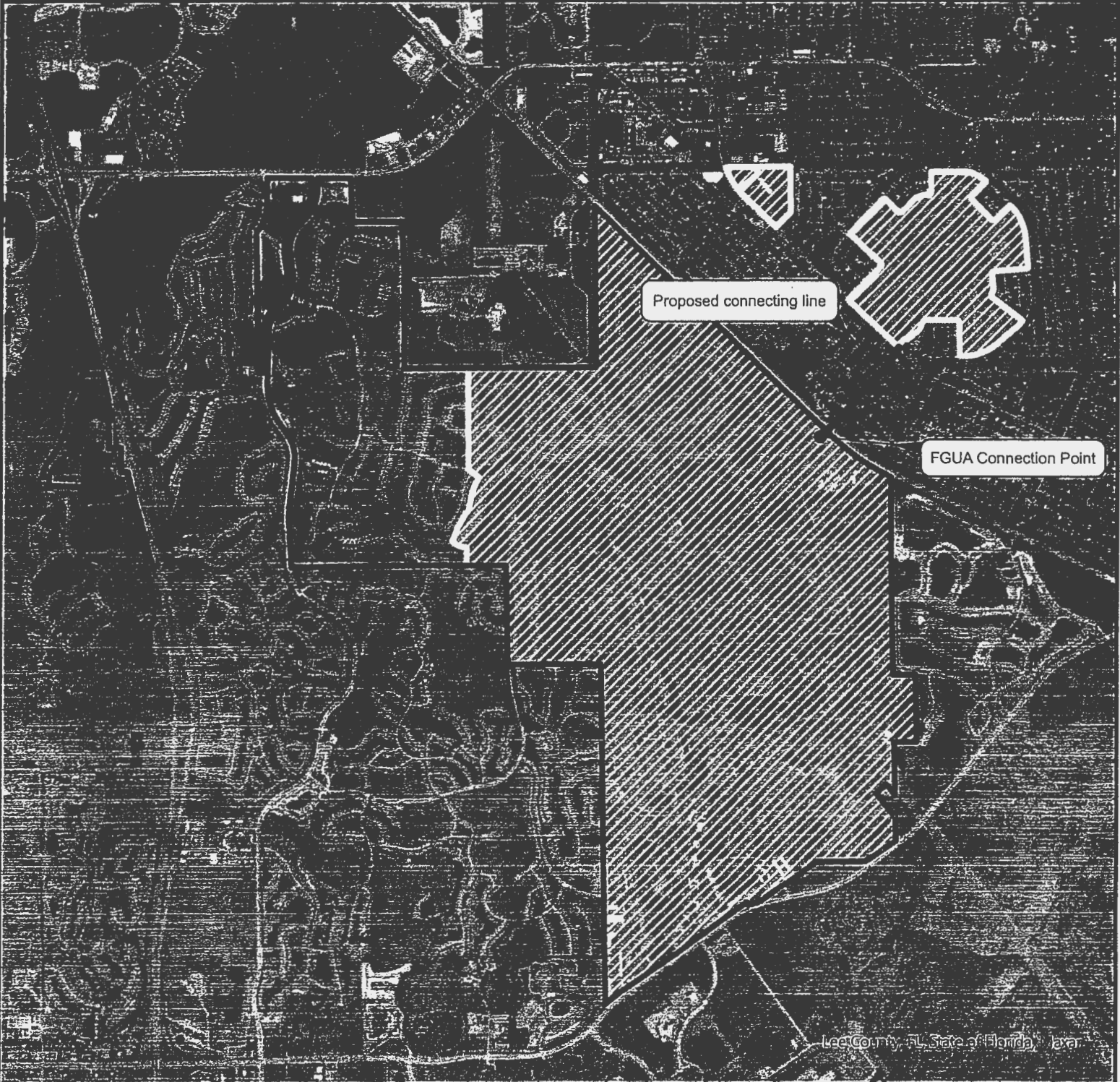
*Rulemaking Authority 190.005, 190.046 FS. Law Implemented 190.004, 190.005, 190.046 FS. History--New 5-22-86. Amended 7-29-02, 11-12-02, 3-24-05.*

**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.





*Rulemaking Authority 190.005 FS. Law Implemented 190.005, 190.006 FS. History--New 5-22-86.*

EXHIBIT "A"  
 TO MAY 13, 2003  
 ACQUISITION AND UTILITY SERVICE PROVISION AGREEMENT, AS AMENDED



Lee County, FL, State of Florida, Java

**Legend**

-  District Service Area
-  District Territory
-  FGUA Connection Point
-  Interconnect Between  
GSCDD and FGUA  
Systems

