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Division of Corporations

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FLORIDA PROFIT/NON PROFIT CORPORATION

ANDREWS INSTITUTE MEDICAL PARK CONDOMINIUM ASSOCIATI

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**ARTICLES OF INCORPORATION OF
ANDREWS INSTITUTE MEDICAL PARK
CONDOMINIUM ASSOCIATION, INC.**

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned, by these Articles associate themselves for the purpose of forming a corporation not for profit under Chapter 617, *Florida Statutes*, and certify as follows:

ARTICLE I

NAME AND ADDRESS. The name of the corporation shall be "Andrews Institute Medical Park Condominium Association, Inc." (the "Association"), and the street address of its initial principal office is 1040 Gulf Breeze Parkway, Gulf Breeze, Florida 32561.

ARTICLE II

PURPOSE. The purpose for which the Association is organized is as follows:

A. To provide an entity pursuant to the Condominium Act, which is Chapter 718, *Florida Statutes*, 2007, for the operation, management, maintenance and control of Andrews Institute Medical Park Condominium.

B. To provide an entity to operate, manage, maintain and control all or such parts thereof of the fee simple estate property located in Santa Rosa County, Florida, described on Exhibit A hereto together with the recreational, greenspace, ingress and egress, parking, utilities and other related amenities as may be from time to time constructed thereon, all as more particularly described in the Declaration of Condominium (the "Common Elements"). The Association shall make no distribution of income to its members, directors or officers.

ARTICLE III

SUBMISSION TO JURISDICTION. A condominium shall be deemed to be submitted to the jurisdiction of the Association if the declaration of condominium of the condominium provides that the operation of the condominium shall be by the Association.

ARTICLE IV

POWERS. The powers of the Association shall include and be governed by the following provisions:

A. The Association shall have all the common law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles or the declaration of condominium of any condominium operated by the Association.

B. The Association shall have all the powers and duties set forth in these Articles and the declaration of condominium of the condominium operated by the Association and in the Condominium Act except where the Act allows limitations by these Articles or the declaration of condominium of the condominium operated by the Association and all of the powers and duties reasonably necessary to operate a condominium pursuant to the declaration of condominium of the condominium operated by the Association and as it may be amended from time to time, including but not limited to the following:

1. To hold title to and own leasehold estate, fee simple or other lesser interest in real, personal or mixed property, wherever situated, including units in any condominium operated by the Association, and to lease, mortgage and convey same.

2. To make and collect assessments (inclusive of insurance premiums) against the members as unit owners to defray the costs, expenses and losses of any condominium operated by the Association or any costs, expenses or losses of the Association related to the *Common Elements* and to defray the costs, expenses and losses of any other business, enterprise, venture or property interest of the Association.

3. To use the proceeds of the assessments in the exercise of these powers and duties.

4. To maintain, repair, replace and operate the property of any condominium operated by the Association, the *Common Elements* or any other property of the Association.

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5. To purchase insurance upon the property of any condominium operated by the Association, the Common Elements or the other property of the Association and insurance for the protection of the Association and its members.

6. To reconstruct improvements after casualty and to further improve the property of any condominium operated by the Association, the Common Elements or any other property of the Association.

7. To make and amend reasonable regulations respecting the use of the property of any condominium operated by the Association, the Common Elements or the other property of the Association.

8. To enforce by legal means the provisions of the Condominium Act, the declaration of condominium of any condominium operated by the Association, these Articles, the Bylaws of the Association and rules and regulations for the use of the property of any condominium operated by the Association, the Common Elements or the other property of the Association.

9. To contract for the management of the Association, the Common Elements, any condominium operated by the Association or any portion thereof, and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the declaration of condominium of any condominium operated by the Association to have approval of the Board of Directors or the membership of the Association. Without limiting the foregoing, with the unanimous consent of the membership of the Association, the Association may delegate management of the condominium and the condominium property to one or more members of the Association and/or the principals of one or more members of the Association.

10. To contract with the Developer, its successors and assigns, and any of the partners of the Developer, their officers, directors, partners or shareholders.

11. To acquire fee simple title to, to lease, acquire memberships or acquire other possessory or use interest in and to operate lands and facilities, including but not limited to the Common Elements, whether or not contiguous to the lands of any condominium operated by the Association, intended to provide for the enjoyment, recreation or other use or benefit of the members, or a substantial number of the members, of the Association.

12. To determine which persons, in addition to the unit owners and their successors and assigns, shall be entitled to use the Common Elements including all fees, charges and other terms and conditions relating to such use and to enter into such agreements as may be necessary or incidental thereto.

13. To employ personnel to perform the services required for the proper operation, management, maintenance or control of the Association, any condominium operated by the Association, the Common Elements, or any other property of the Association.

14. To hire attorneys or other professionals for the purpose of bringing legal action or enforcing rights in the name of and on behalf of the members of the Association where such actions or rights are common to all members, or a substantial number of the members; and to bring such action in the name of and on behalf of the members.

C. All funds and the title of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the declaration of condominium of any condominium operated by the Association and by the Bylaws of the Association.

ARTICLE V

A. MEMBERS.

1. The members of the Association shall consist of all of the record owners of units in the condominium submitted to the jurisdiction of the Association and after termination of any such condominium, shall consist of those who are members at the time of such termination and their successors and assigns.

2. A change of membership in the Association shall be established by recording in the public records of Santa Rosa County, Florida, a deed or other instrument establishing a record title to a

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unit in the condominium operated by the Association and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

3. The share of a member in the funds or assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

4. The owner of each unit in the condominium operated by the Association shall be entitled to at least one (1) vote as a member of the Association. The exact number of votes to be cast and the manner of exercising voting rights shall be determined by the Bylaws of the Association.

ARTICLE VI

DIRECTORS.

A. The affairs of the Association will be managed by a Board consisting of three (3) directors who shall be designated or elected as hereinafter set forth. Directors need not be members of the Association.

B. The names and addresses of the members of the first Board of Directors who have been designated as such by the Developer and who shall hold office until their successors are designated or elected as herein provided and have qualified or until removed as herein provided are as follows:

NAME

ADDRESS

Joseph G. Felkner

1717 North "E" Street
Pensacola, Florida 32501

Sharon Agar Nobles

1717 North "E" Street
Pensacola, Florida 32501

Mary Matthews

1717 North "E" Street
Pensacola, Florida 32501

C. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

ARTICLE VII

OFFICERS. The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall until serve their successors are designated by the Board of Directors are as follows:

NAME

ADDRESS

Joseph G. Felkner,

1717 North "E" Street
Pensacola, Florida 32501

President/Treasurer

1717 North "E" Street
Pensacola, Florida 32501Sharon Agar Nobles,
Vice President/Treasurer1717 North "E" Street
Pensacola, Florida 32501Mary Matthews
Secretary1717 North "E" Street
Pensacola, Florida 32501

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ARTICLE VIII

INDEMNIFICATION. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and not exclusive of all of the rights to which such director or officer may be entitled. The directors shall be authorized to purchase directors and officers liability insurance providing coverage to the officers and directors of the Association at the expense of the Association.

ARTICLE IX

Bylaws. The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE X

AMENDMENTS. Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

A. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

B. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing provided such approval is delivered to the secretary or assistant secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by not less than two-thirds (2/3) of the vote of the entire membership of the Association.

C. Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members without approval in writing by all members and the joinder of all record owners of mortgages upon any condominium operated by the Association.

D. Provided, further, that no amendment shall abridge, limit or alter the rights reserved by or granted to the Developer, its successors or assigns, or any successor developer, by these Articles or Bylaws without the prior written consent of the Developer, its successors or assigns, or a successor developer.

E. A copy of each amendment shall be certified by the Secretary of State and recorded in the public records of Santa Rosa County, Florida.

ARTICLE XI

TERM. The term of the Association shall be perpetual.

ARTICLE XII

SUBSCRIBERS. The name and address of the subscriber to these Articles of Incorporation is as follows:

NAME

William H. Mitchem

ADDRESSBeggs & Lane, RLLP
501 Commendancia Street
Pensacola, Florida 32502**ARTICLE XIII**

APPOINTMENT OF REGISTERED AGENT AND OFFICE. William H. Mitchem is hereby appointed to serve as Registered Agent of the Association. The street address of the Registered Office of the Registered Agent is Beggs & Lane, RLLP, 501 Commendancia Street, Pensacola, Florida 32502.

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ARTICLE XIV

DISPOSITION. Upon dissolution of the Association, the assets, both real and personal of the Association, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same those to which they were required to be devoted by the Association. In the event that such dedication is refused, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association.

No disposition of Andrews Institute Medical Park Condominium Association, Inc., properties shall be effective to divest or diminish any right or title of any member vested in him under the recorded declaration of condominium for any condominium operated by the Association, unless made in accordance with the provisions of any applicable declaration.

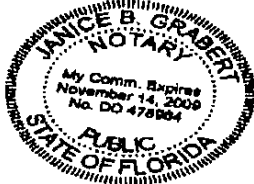
IN WITNESS WHEREOF, the subscriber has affixed his signature this 21st day of September, 2007.


William H. Mitchem

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of September, 2007, by William H. Mitchem, who is personally known to me or who has produced a Florida Driver's License as identification.

NOTARY SEAL MUST BE AFFIXED


Notary Public

My Commission Expires: _____

Commission Number: _____

My Commission Expires: _____

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CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

In pursuance of Section 48.091, *Florida Statutes*, the following is submitted, in compliance with said Act:

First -- That Andrews Institute Medical Park Condominium Association, Inc. desiring to organize under the laws of the State of Florida with its principal office, as indicated in the Bylaws in the City of Gulf Breeze, County of Santa Rosa, State of Florida, has named William H. Mitchem, located at 501 Commendencia Street, City of Pensacola, County of Escambia, State of Florida, as its agent to accept service of process within this state.

ACKNOWLEDGMENT:

Having been named to accept service of process for the above stated corporation, at place designated in this Certificate, I hereby accept the appointment as agent for service of process and agree to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office, and that I am familiar with the requirements of said Act.


William H. Mitchem

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TALLAHASSEE, FLORIDA

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EXHIBIT "A" - (Continued)

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DESCRIPTION SKETCH
NOT A BOUNDARY SURVEY

DESCRIPTION OF EXTERIOR OF THE APEO BUILDING AS PREPARED BY THE UNDERSIGNED AT CLIENT'S REQUEST.

COMMENCE AT THE NORTHEAST CORNER OF GOVERNMENT LOT 4, SECTION 4, TOWNSHIP 3 SOUTH, RANGE 29 WEST, SANTA ROSA COUNTY, FLORIDA; THENCE RUN SOUTH 00 DEGREES 07 MINUTES 48 SECONDS WEST ALONG THE EAST LINE THEREOF, A DISTANCE OF 1359.27 FEET TO A FOUR INCH SQUARE CONCRETE MONUMENT STAMPED #4882 AT THE SOUTHEAST CORNER OF PLANTATION HILLS UNIT 5, A SUBDIVISION OF A PORTION OF SAID SECTION, ACCORDING TO A PLAT RECORDED IN PLAT BOOK G, AT PAGE 8 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE RUN SOUTH 71 DEGREES 18 MINUTES 02 SECONDS WEST ALONG THE SOUTH LINE OF SAID PLANTATION HILLS UNIT 5, A DISTANCE OF 833.98 FEET; THENCE DEPART SAID SOUTH LINE SOUTH 18 DEGREES 43 MINUTES 58 SECONDS EAST, A DISTANCE OF 85.11 FEET TO THE NORTHEAST EXTERIOR CORNER OF THE APEO BUILDING FOR THE POINT OF BEGINNING; THENCE RUN SOUTH 18 DEGREES 41 MINUTES 59 SECONDS EAST ALONG THE EXTERIOR OF SAID BUILDING, A DISTANCE OF 17.00 FEET; THENCE RUN SOUTH 71 DEGREES 18 MINUTES 01 SECONDS WEST ALONG THE EXTERIOR OF SAID BUILDING, A DISTANCE OF 2.10 FEET; THENCE RUN SOUTH 18 DEGREES 41 MINUTES 59 SECONDS EAST ALONG THE EXTERIOR OF SAID BUILDING, A DISTANCE OF 38.30 FEET; THENCE RUN NORTH 71 DEGREES 18 MINUTES 01 SECONDS EAST ALONG THE EXTERIOR OF SAID BUILDING, A DISTANCE OF 15.70 FEET; THENCE RUN SOUTH 18 DEGREES 41 MINUTES 59 SECONDS EAST ALONG THE EXTERIOR OF SAID BUILDING, A DISTANCE OF 38.80 FEET; THENCE RUN SOUTH 71 DEGREES 18 MINUTES 01 SECONDS WEST ALONG THE EXTERIOR OF SAID BUILDING, A DISTANCE OF 15.70 FEET; THENCE RUN SOUTH 18 DEGREES 41 MINUTES 59 SECONDS EAST ALONG THE EXTERIOR OF SAID BUILDING, A DISTANCE OF 59.30 FEET; THENCE RUN SOUTHWESTERLY ALONG THE EXTERIOR OF SAID BUILDING ON THE ARC OF A CURVE TO THE LEFT, A DISTANCE OF 46.40 FEET (SAID CURVE HAVING A RADIUS OF 49.97 FEET, A CENTRAL ANGLE OF 83 DEGREES 18 MINUTES 40 SECONDS, A CHORD OF 44.74 FEET, AND A CHORD BEARING OF SOUTH 44 DEGREES 53 MINUTES 06 SECONDS WEST); THENCE RUN SOUTH 71 DEGREES 18 MINUTES 01 SECONDS WEST ALONG THE EXTERIOR OF SAID BUILDING, A DISTANCE OF 38.83 FEET; THENCE RUN SOUTH 18 DEGREES 41 MINUTES 59 SECONDS EAST ALONG THE EXTERIOR OF SAID BUILDING, A DISTANCE OF 22.92 FEET; THENCE RUN SOUTH 71 DEGREES 18 MINUTES 01 SECONDS WEST ALONG THE EXTERIOR OF SAID BUILDING, A DISTANCE OF 13.10 FEET; THENCE RUN SOUTH 26 DEGREES 15 MINUTES 48 SECONDS WEST ALONG THE EXTERIOR OF SAID BUILDING, A DISTANCE OF 18.00 FEET; THENCE RUN SOUTH 71 DEGREES 18 MINUTES 01 SECONDS WEST ALONG THE EXTERIOR OF SAID BUILDING, A DISTANCE OF 18.55 FEET; THENCE RUN NORTH 83 DEGREES 30 MINUTES 47 SECONDS WEST ALONG THE EXTERIOR OF SAID BUILDING, A DISTANCE OF 18.00 FEET; THENCE RUN SOUTH 71 DEGREES 18 MINUTES 01 SECONDS WEST ALONG THE EXTERIOR OF SAID BUILDING, A DISTANCE OF 13.10 FEET; THENCE RUN NORTH 18 DEGREES 41 MINUTES 59 SECONDS WEST ALONG THE EXTERIOR OF SAID BUILDING, A DISTANCE OF 25.00 FEET; THENCE RUN SOUTH 71 DEGREES 18 MINUTES 01 SECONDS WEST ALONG THE EXTERIOR OF SAID BUILDING, A DISTANCE OF 0.70 FEET; THENCE RUN NORTH 71 DEGREES 18 MINUTES 01 SECONDS EAST ALONG THE EXTERIOR OF SAID BUILDING, A DISTANCE OF 40.10 FEET; THENCE RUN NORTH 71 DEGREES 18 MINUTES 01 SECONDS EAST ALONG THE EXTERIOR OF SAID BUILDING, A DISTANCE OF 0.70 FEET; THENCE RUN NORTH 18 DEGREES 41 MINUTES 59 SECONDS WEST ALONG THE EXTERIOR OF SAID BUILDING, A DISTANCE OF 11.40 FEET; THENCE RUN NORTH 71 DEGREES 18 MINUTES 01 SECONDS EAST ALONG THE EXTERIOR OF SAID BUILDING, A DISTANCE OF 0.70 FEET; THENCE RUN NORTH 18 DEGREES 41 MINUTES 59 SECONDS WEST ALONG THE EXTERIOR OF SAID BUILDING, A DISTANCE OF 97.83 FEET; THENCE RUN SOUTH 71 DEGREES 18 MINUTES 01 SECONDS WEST ALONG THE EXTERIOR OF SAID BUILDING, A DISTANCE OF 2.00 FEET; THENCE RUN NORTH 18 DEGREES 41 MINUTES 59 SECONDS WEST ALONG THE EXTERIOR OF SAID BUILDING, A DISTANCE OF 17.00 FEET; THENCE RUN NORTH 71 DEGREES 18 MINUTES 01 SECONDS EAST ALONG THE EXTERIOR OF SAID BUILDING, A DISTANCE OF 17.00 FEET; THENCE RUN SOUTH 18 DEGREES 41 MINUTES 59 SECONDS EAST ALONG THE EXTERIOR OF SAID BUILDING, A DISTANCE OF 2.00 FEET; THENCE RUN NORTH 71 DEGREES 18 MINUTES 01 SECONDS EAST ALONG THE EXTERIOR OF SAID BUILDING, A DISTANCE OF 2.30 FEET; THENCE RUN NORTH 18 DEGREES 41 MINUTES 59 SECONDS WEST ALONG THE EXTERIOR OF SAID BUILDING, A DISTANCE OF 0.70 FEET; THENCE RUN SOUTH 71 DEGREES 18 MINUTES 01 SECONDS EAST ALONG THE EXTERIOR OF SAID BUILDING, A DISTANCE OF 40.10 FEET; THENCE RUN SOUTH 18 DEGREES 41 MINUTES 59 SECONDS EAST ALONG THE EXTERIOR OF SAID BUILDING, A DISTANCE OF 0.70 FEET; THENCE RUN NORTH 71 DEGREES 18 MINUTES 01 SECONDS EAST ALONG THE EXTERIOR OF SAID BUILDING, A DISTANCE OF 35.40 FEET; THENCE RUN NORTH 18 DEGREES 41 MINUTES 59 SECONDS WEST ALONG THE EXTERIOR OF SAID BUILDING, A DISTANCE OF 0.70 FEET; THENCE RUN NORTH 71 DEGREES 18 MINUTES 01 SECONDS EAST ALONG THE EXTERIOR OF SAID BUILDING, A DISTANCE OF 40.10 FEET; THENCE RUN SOUTH 18 DEGREES 41 MINUTES 59 SECONDS EAST ALONG THE EXTERIOR OF SAID BUILDING, A DISTANCE OF 0.70 FEET; THENCE RUN NORTH 71 DEGREES 18 MINUTES 01 SECONDS EAST ALONG THE EXTERIOR OF SAID BUILDING, A DISTANCE OF 2.10 FEET; THENCE RUN NORTH 18 DEGREES 41 MINUTES 59 SECONDS WEST ALONG THE EXTERIOR OF SAID BUILDING, A DISTANCE OF 2.00 FEET; THENCE RUN NORTH 71 DEGREES 18 MINUTES 01 SECONDS EAST ALONG THE EXTERIOR OF SAID BUILDING, A DISTANCE OF 17.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL BEING 28,953.31 SQUARE FEET IN AREA OR 0.62 ACRES, MORE OR LESS.

NOTE: UNLESS STATED OTHERWISE, NO TITLE SEARCH HAS BEEN FURNISHED NOR PERFORMED BY THE UNDERSIGNED TO DETERMINE ANY DEFECTS AND/OR AMBIGUITIES IN TITLE. THIS SURVEY DOES NOT REPEL OR AFFECT ANY OWNERSHIP, UNDERGROUND FOOTINGS OF BUILDINGS AND THE SAME OVERLAP THEREOF, UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND HAPPEN THIS DRAWING, ERECTED PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

jhi lehle-halstead, nc
Consulting Engineering Services

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(850) 434-0058 Fax (850) 434-3529
www.jhi-inc.com
Engineering Certificate of Authorization No. 0000483
Surveying Certificate of Authorization No. 000443

SURVEYORS CERTIFICATE

I CERTIFY THAT THE SURVEY SHOWN HEREON TO BE CORRECT AND ACCORDS WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING PER CHAPTER 61007-6, FLORIDA ADMINISTRATIVE CODE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND HAPPENS PURSUANT TO SECTION 478.047, FLORIDA STATUTES.

Ed A. Pelt 7/30/07
STEVEN J. RYAN
PROFESSIONAL LAND SURVEYOR, LICENSE NO. 4005 DATE

PROJECT ANDREWS INSTITUTE

COUNTY SANTA ROSA JOB NO. 0300000 DATED 4/10/07

TYPE DESCRIPTION SKETCH BY SGR

FIELD SHEET 5120 FIELD DATE 4/10/07

REVISIONS LEGAL DESCRIPTION DATE 7/27/07

REVISIONS DATE SHEET 2 OF 2

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