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ROSE, SUNDBSTROM & BENTLEY

A PARTNERSHIP INCLUDING PROFESSIONAL ASSOCIATIONS

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March 20, 1996

Blanca S. Bayo, Director  
Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

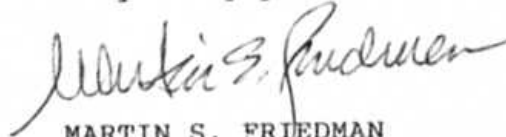
Re: Forest Utilities, Inc.; Docket No. 960229-SU  
Application for Amendment of Certificate No. 300-S in Lee  
County by Forest Utilities, Inc.  
Our File No. 25052.07

Dear Ms. Bayo:

In accordance with Patricia Brady's March 13, 1996  
correspondence to me, enclosed are five copies of amended Exhibit  
"A" to the above-referenced application. This amended Exhibit  
consists of a Quit Claim Deed to Forest Utilities, Inc. for the  
wastewater treatment plant site property and a title insurance  
policy from Chicago Title Insurance Company showing title vested in  
Forest Utilities, Inc.

Should you have any questions regarding the enclosed, please  
do not hesitate to contact me.

Very truly yours,



MARTIN S. FRIEDMAN  
For The Firm

MSF/bsr  
Enclosures

cc: Ms. Judy Mallett (without enclosure)  
Ms. Pat Brady (without enclosure)  
Alice Crosby, Esquire (without enclosure)

MAR 21 8 28 AM '96

RECEIVED

DOCUMENT NUMBER-DATE

03365 MAR 21 8

FPSC-RECORDS/REPORTING



# This Indenture

1770992

Lee, Florida

Made this 30th day of December A. D. 1983.

Between

TIMBERLAKES LIMITED PARTNERSHIP, a Florida limited partnership, 1713 N2514

Lee and State of Florida, party of the first part, and THE FOREST UTILITIES, INC., a Florida corporation, 1723 N1712

Witnesseth, that the said party of the first part, for and in consideration of the sum of Ten (\$10.00) and O.G. & V.C. Dollars,

in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto the said party of the second part all the right, title, interest claim and demand which the said party of the first part has in and to the following described lot, piece or parcel of land, situate lying and being in the County of Lee, State of Florida, to wit:

A part of the Southwest Quarter of Section 1, Township 46 South, Range 24 East, further described as follows: Begin at the Southwest corner of Section 1, Township 46 South, Range 24 East; thence N 0°22'48" W along the west line of said Section 1, 800.0'; thence N 73°57'27.5" E, 250.82'; thence N 29°02'14.3" E, 30.0'; thence S 0°18'15" E, 239.90'; thence S 19°38'44" E, 99.31'; thence S 32°29'07.4" E, 120.0'; thence S 44°40'30" W, 67.0'; thence N 41°19'30" W, 125.0'; thence S 44°10'30" W, 140.0'; thence S 45°15'00" E, 180.0'; thence N 89°40'30" E, 35.36'; thence N 14°40'30" E, 115.0'; thence S 45°19'30" E, 135.0'; thence S 44°10'30" W, 68.29'; thence S 03°12'51" E, 197.82'; thence N 17°55'42" E, 45.57' to a point on a curve to the southeast, said curve having a central angle of 7°41'09", a radius of 235', a chord 31.5' bearing S 66°43'04" E; thence southeastward along the arc of said curve 31.52'; thence S 19°26'22" W, 154.23'; thence S 0°51'29" E, 30.0' to the southerly line of Section 1, Township 46 South, Range 24 East; thence S 99°08'21" W along said southerly line, 714.70' to the southwest corner of said Section 1 and the Point of Beginning.

Subject to easements, reservations and restrictions of record and shown for the current and all subsequent years.

To Have and to Hold the same, together with all and singular the appurtenances thereto belonging or in anywise appertaining, unto the said party of the second part, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Delivered and Brought to Our Presence: TIMBERLAKES LIMITED PARTNERSHIP, a Florida limited partnership. DAVID W. SMOR, a General Partner. JOHN BASTIENI, a General Partner.

State of Florida, County of Lee

I Herby Certify That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, DAVID W. SMOR and JOHN BASTIENI, General Partners of TIMBERLAKES LIMITED PARTNERSHIP, a Florida limited partnership,

to me well known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

Witness my hand and official seal at Fort Myers, County of Lee and State of Florida, this 30th day of December A. D. 1983

Notary Public My Commission Expires 10-23-84

THIS INSTRUMENT WAS PREPARED BY PAMEL D'AVELLA, GUYTON, BOSTON, DAVID S. HALL, 307 N. MONROE ST., FT. MYERS, FL 33901

720

AMERICAN LAND TITLE ASSOCIATION  
LOAN POLICY (10-17-92)  
(WITH FLORIDA MODIFICATIONS)

10 2510 107 00000016

CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land;
5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage;
7. Lack of priority of the lien of the insured mortgage over any statutory lien for services, labor or material:
  - (a) arising from an improvement or work related to the land which is contracted for or commenced prior to Date of Policy; or
  - (b) arising from an improvement or work related to the land which is contracted for or commenced subsequent to Date of Policy and which is financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance;
8. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

*In Witness Whereof*, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

CHICAGO TITLE INSURANCE COMPANY

By:

Issued by: EDWARDS &  
SMOOT, ADAMS, JOHNSON, GREEN,  
~~WILSON, HODGSON, KASSELBERG~~, P.A.  
12800 UNIVERSITY DRIVE, SUITE 600  
FORT MYERS, FLORIDA 33907  
(813) 489-1776

*Richard L. Pella*  
President

By:



*Thomas J. Adams*  
Secretary

SCHEDULE A

OFFICE FILE NUMBER	POLICY NUMBER	DATE OF POLICY	AMOUNT OF INSURANCE
1 2023.0085 NB/Forest	2 10 2510 107 00000016	3 February 13, 1996 at 4:35 P.M.	4 \$ 400,000.00

1. Name of Insured: **NationsBank, N.A. (South), a national banking association, f/k/a NCNB National Bank of Florida**
2. The estate or interest in the land which is encumbered by the insured mortgage is:  
  
Fee Simple
3. Title to the estate or interest in the land is vested in: **Forest Utilities, Inc., a Florida corporation.**
4. The insured mortgage and assignments thereof, if any, are described as follows:  
**Mortgage Modification Agreement by and between Forest Utilities, Inc., a Florida corporation, and NationsBank, N.A. (South), a national banking association, f/k/a NCNB National Bank of Florida, as to that certain Junior Lien Mortgage recorded in O.R. Book 2240, Page 2372, as recorded in O.R. Book 2676, Page 1563, Public Records of Lee County, Florida on February 1, 1996, with a current principal balance pf \$400,000.00.**
5. The land referred to in this Policy is described as follows:  
  
**See legal description attached.**

SCHEDULE B

Policy Number: 10 2510 107 00000016

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

**General Exceptions:**

- (1) Rights or claims of parties in possession not shown by the public records.
- (2) Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
- (3) Easements or claims of easements not shown by the public records.
- (4) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- (5) Taxes or special assessments which are not shown as existing liens by the public records.

**Special Exceptions:** The mortgage, if any, referred to in Item 4 of Schedule A., if this schedule is attached to an Owner's Policy.

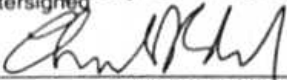
- (6) Any claim that any portion of said lands are sovereignty lands of the State of Florida, including submerged, filled or artificially exposed lands and lands accreted to such lands.
- (7) Taxes and assessments for the year **1996** and subsequent years, **which are not yet due and payable.**
- (8) General Exceptions 1 and 4 are hereby deleted.**

**Smoot Adams Edwards & Green, P.A.**

**P.O. Box 60259**

**Fort Myers, FL 33906-6259**

Countersigned



**Charles B. Edwards**  
Authorized Signatory

Note: If this schedule is attached to a Loan Policy, junior and subordinate matters, if any, are not reflected herein.

Note: This Policy consists of insert pages labeled Schedules A and B. This Policy is of no force and effect unless both pages are included along with any added pages incorporated by reference.

**SCHEDULE B**

Loan or Owners

Reorder Form No. 1535

LOAN

SCHEDULE B - PART II

Policy Number: 10 2510 107 00000016

EXCEPTIONS FROM COVERAGE

In addition to the matters set forth in Part I of this Schedule, the title to the estate or interest in the land described or referred to in Schedule A is subject to the following matters, if any be shown, but the Company insures that these matters are subordinate to the lien or charge of the insured mortgage upon the estate or interest:

- (9) Mortgage which was executed by Forest Utilities, Inc., a Florida corporation, to NCNB National Bank of Florida in the principal amount of \$100,000.00, dated December 29, 1988, recorded August 14, 1989 in O.R. Book 2090, Page 169;
- (10) Collateral Assignment of Leases and Rents as security for loan recorded in O.R. Book 2090, Page 174, and UCC Financing Statement recorded in O.R. Book 2090, Page 177; as modified by Mortgage Modification Agreement recorded in O.R. Book 2240, Page 2377, on August 14, 1991, all in the Public Records of Lee County, Florida.
- (11) Security Agreement by and between Forest Utilities, Incorporated and NCNB National Bank of Florida, recorded in O.R. Book 2305, Page 3662, on June 15, 1992, Public Records of Lee County, Florida.
- (12) UCC Financing Statement from Forest Utilities, Incorporated to NCNB National Bank of Florida, recorded in O.R. Book 2240, Page 2379, on August 14, 1991, Public Records of Lee County, Florida.
- (13) UCC Financing Statement from Forest Utilities, Incorporated to NCNB National Bank of Florida, recorded in O.R. Book 2306, Page 3671, on June 15, 1992, Public Records of Lee County, Florida.
- (14) UCC Financing Statement recorded in O.R. Book 2676, Page 1566, Public Records of Lee County, Florida, on February 13, 1996.
- (15) UCC Financing Statement filed with the Secretary of State of the State of Florida, under Filing No. 960000030074, on February 12, 1996.
- (16) Temporary easement recorded in O.R. Book 1430, Page 90, Public Records of Lee County, Florida.



(17) Water Pipeline easement recorded in O.R. Book 1887, Page 3823, Public Records of Lee County, Florida.

(18) Iona drainage district canal over and across South boundary of subject land.

Smoot Adams Edwards & Green, P.A.  
Post Office Box 60259  
Fort Myers, FL 33906-6259



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Charles B. Edwards  
Authorized Signatory

Schedule B of this Policy consists of 3 pages.

EXHIBIT "A"

A part of the Southwest quarter (SW $\frac{1}{4}$ ) of Section 1, Township 46 South, Range 24 East, Lee County, Florida, further described as follows:

Begin at the Southwest corner of Section 1, Township 46 South, Range 24 East; thence N 0° 22' 48" W along the West line of said Section 1, 800.0'; thence N 73° 57' 27.5" E, 230.82'; thence N 29° 02' 14.3" E, 30.0'; thence S 40° 18' 15" E, 239.90'; thence S 19° 38' 44" E, 99.31'; thence S 32° 29' 07.4" E, 120.0'; thence S 44° 40' 30" W, 60.0'; thence N 45° 19' 30" W, 125.0'; thence S 44° 40' 30" W, 180.0'; thence S 45° 19' 30" E, 180.0'; thence N 89° 40' 30" E, 35.36'; thence N 44° 40' 30" E, 115.0'; thence S 45° 19' 30" E, 135.0'; thence S 44° 40' 30" W, 68.29'; thence S 68° 42' 51" E, 197.82'; thence N 17° 55' 42" E, 45.57' to a point on a curve to the Southeast, said curve having a central angle of 7° 41' 09", a radius of 235', a chord 31.5' bearing S 66° 43' 04" E; thence Southeastward along the arc of said curve 31.52'; thence S 19° 26' 22" W, 154.17'; thence S 0° 51' 29" E, 50.0' to the Southerly line of Section 1, Township 46 South, Range 24 East; thence S 89° 08' 31" W along said Southerly line, 714.70' to the Southwest corner of said Section 1 and the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY.

A tract lying in the Southwest Quarter (SW $\frac{1}{4}$ ) of Section 1, Township 46 South, Range 24 East, Lee County, Florida, more particularly described as follows:

Beginning at the Southwest corner of Lot 3, Block 10, The Forest, Unit One, thence run S 89° 08' 31" W along the North line of I.D.D. Drainage Canal "T" for 410.00 feet; thence run N 0° 51' 29" W for 241.00 feet; thence run N 79° 09' 00" E for 59.00 feet; thence run S 81° 05' 00" E for 194.00 feet; thence run N 72° 00' E for 81.46 feet to a point on the southerly right of way line of Deer Run S.W. as shown on the plats of The Forest, Unit One; thence run S 45° 19' 30" E along said southerly line for 58.75 feet; thence run southeasterly for 103.50 feet along said southerly line on the arc of a curve to the left having a radius of 235.00 feet (chord bearing S 57° 56' 34" E, chord distance 102.67 feet) to the Northwest corner of said Lot 3; thence run S 19° 26' 22" W along the West line of said Lot 3 for 154.17 feet to the point of beginning.