

State of Florida



# Public Service Commission

## -M-E-M-O-R-A-N-D-U-M-

---

**DATE:** February 7, 2001

**TO:** Division of Records and Reporting

**FROM:** Patricia Brady, Division of Regulatory Oversight

*pb BS<sup>m</sup> PH*

**RE:** Docket No. 001788-WS - Request for approval of transfer of facilities of AquaSource Utility, Inc. to Charlotte county, and for cancellation of Certificate Nos. 565-W and 493-S held by AquaSource in Charlotte County.

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Please add to the docket file the letter dated February 5, 2001, from Martin S. Friedman, Esq., to Ms. Patricia Brady of Commission staff transmitting the executed closing documents.

cc: (With copy of attachment)  
Division of Legal Services (Crosby)

Division of Records and Reporting (Security File)

DOCUMENT NUMBER-DATE  
01879 FEB-8 2001  
FPSC-RECORDS/REPORTING

LAW OFFICES  
**ROSE, SUNDSTROM & BENTLEY, LLP**  
2548 BLAIRSTONE PINES DRIVE  
TALLAHASSEE, FLORIDA 32301  

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**(850) 877-6555**

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F. MARSHALL DETERDING  
MARTIN S. FRIEDMAN, P.A.  
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JOHN L. WHARTON

MAILING ADDRESS  
POST OFFICE BOX 1567  
TALLAHASSEE, FLORIDA 32302-1567

**February 5, 2001**

TELECOPIER (850) 656-4029

ROBERT M. C. ROSE  
OF COUNSEL

**Ms. Pat Brady**  
**Florida Public Service Commission**  
**Water and Wastewater Division**  
**2540 Shumard Oaks Boulevard**  
**Tallahassee, Florida 32399-0850**

Re: AquaSource Utility, Inc.; ~~Lake Josephine System~~; Docket No. 001585-WU  
Our File No. 33087.06

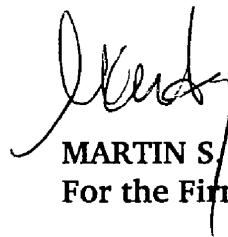
**CHARLOTTE COUNTY SYSTEMS**

**001788-WS**

Dear Pat:

In accordance with your request, enclosed are copies of the executed and recorded documents which were exhibits to the Purchase and Sale Contract. I previously filed with Records & Reporting the originals of the Certificates. It is my understanding that the Staff is not in need of any further documentation regarding this matter and I look forward to an Administrative Order granting the transfer in the near future.

Very truly yours,



MARTIN S. FRIEDMAN  
For the Firm

MSF/brm  
Enclosure

cc: Rick S. Herskovitz, Esquire

**RECEIVED**

**FEB 06 2001**

Florida Public Service Commission  
Division of Regulatory Oversight

RESOLUTION NO. 2000-158

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA, AUTHORIZING THE BORROWING OF NOT TO EXCEED \$24,000,000 FROM THE POOLED COMMERCIAL PAPER LOAN PROGRAM OF THE FLORIDA LOCAL GOVERNMENT FINANCE COMMISSION PURSUANT TO THE TERMS OF THE LOAN AGREEMENT (UTILITY) BETWEEN THE COMMISSION AND THE COUNTY IN ORDER TO FINANCE A PORTION OF THE COSTS AND EXPENSES RELATED TO THE ACQUISITION OF THE AQUASOURCE, INC., ROTONDA WEST UTILITY SYSTEM LOCATED IN THE COUNTY; AUTHORIZING THE EXECUTION OF A LOAN NOTE OR NOTES TO EVIDENCE SUCH BORROWING AND AGREEING TO SECURE SUCH BORROWING WITH A COVENANT TO BUDGET AND APPROPRIATE LEGALLY AVAILABLE NON-AD VALOREM REVENUES AS PROVIDED IN THE LOAN AGREEMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH OTHER DOCUMENTS AS MAY BE NECESSARY TO EFFECT SUCH BORROWING; AND PROVIDING AN EFFECTIVE DATE.

BARBARA T. SCOTT, CLERK  
CHARLOTTE COUNTY  
OR BOOK 1848 PAGE 1464  
RECORDED 12/20/00 @ 04:30 PM  
FILE NUMBER 776937  
RECORDING FEE 33.00

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

**SECTION 1. DEFINITIONS.** Unless the context of use indicates another meaning or intent, the following words and terms as used in this Resolution shall have the following meanings. Capitalized terms not defined herein shall have the meanings ascribed thereto in the hereinafter defined Loan Agreement.

"Act" means, collectively, Part I, Chapter 125, Florida Statutes, Part I, Chapter 163, Florida Statutes, and all other applicable provisions of law.

"Additional Payments" means the payments required to be made by the Public Agency pursuant to Sections 5.02(b), 5.02(c), 5.02(d), 5.05 and 6.06(e) of the Loan Agreement.

"Board" means the Board of County Commissioners of the Public Agency.

"Chairman" means the Chairman or Vice Chairman of the Board and such other person as may be duly authorized to act on his or her behalf.

"Clerk" means the Clerk of the Public Agency, and such other person as may be duly authorized to act on his or her behalf.

CERTIFIED, TRUE COPY  
OF THE ORIGINAL  
BARBARA T. SCOTT  
CLERK OF THE CIRCUIT COURT  
CHARLOTTE COUNTY, FLORIDA

BY [Signature]  
DEPUTY CLERK

IMAGED PD

IMAGED  
AP 11-16-00

#75  
[Signature]  
7

**"Commission"** means the Florida Local Government Finance Commission, and any assigns or successors thereto.

**"Designated Revenues"** means (1) Public Agency Moneys budgeted and appropriated for purposes of payment of the Loan Repayments and any other amounts due under the Loan Agreement, and (2) the proceeds of the Loan pending the application thereof. For purposes of Loan No. A-6-1 only, the Designated Revenues shall not include the Pledged Revenues (as defined in the Loan Agreement) of the Public Agency pledged pursuant to Section 6.03 of the Loan Agreement.

**"Draw Date"** has the meaning set forth in the Loan Agreement.

**"Loan No. A-6-1 "** means the Loan designated as "Loan No. A-6-1" the proceeds of which shall be used to finance a portion of the costs of Project A-6.

**"Loan"** means the loan to be made by the Commission to the Public Agency from proceeds of the Series A Notes in accordance with the terms of this Resolution and of the Loan Agreement.

**"Loan Agreement"** means the Loan Agreement (Utility), dated as of February 10, 1994, between the Public Agency and the Commission, as the same may be amended and supplemented.

**"Loan Rate"** has the meaning set forth in the Loan Agreement.

**"Loan Repayments" or "Repayments"** means the payments of principal and interest at the Loan Rate on the Loan amounts payable by the Public Agency pursuant to the provisions of the Loan Agreement and all other payments, including Additional Payments, payable by the Public Agency pursuant to the provisions of the Loan Agreement.

**"Non-Ad Valorem Revenues"** means all legally available revenues of the Public Agency derived from any source whatsoever other than ad valorem taxation on real and personal property, which are legally available to make the Loan Repayments required in the Loan Agreement, but only after provision has been made by the Public Agency for the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Public Agency or which are legally mandated by applicable law.

**"Program"** means the Pooled Commercial Paper Loan Program established by the Commission.

**"Project A-6"** means the acquisition of the AquaSource, Inc., Rotonda West Utility System located within the Public Agency, which acquisition shall be financed in part with proceeds of Loan No. A-6-1.

**"Public Agency"** means Charlotte County, Florida, a political subdivision of the State of Florida.

**"Public Agency Moneys"** shall mean the moneys budgeted and appropriated by the Public Agency for payment of the Loan Repayments and any other amounts due hereunder from Non-Ad Valorem Revenues pursuant to the Public Agency's covenant to budget and appropriate such Non-Ad Valorem Revenues contained in Section 6.04 of the Loan Agreement.

**"Resolution"** means this Resolution, as the same may from time to time be amended, modified or supplemented.

**"Series A Notes"** means the Commission's Pooled Commercial Paper Notes, Series A (Governmental Issue), to be issued from time to time by the Commission.

The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Resolution; the term "heretofore" shall mean before the date of adoption of this Resolution; and the term "hereafter" shall mean after the date of adoption of this Resolution.

Words importing the masculine gender include every other gender.

Words importing the singular number include the plural number, and vice versa.

**SECTION 2. AUTHORITY FOR RESOLUTION.** This Resolution is adopted pursuant to the provisions of the Act.

**SECTION 3. FINDINGS.** It is hereby ascertained, determined and declared that:

(A) The Commission has been established for the principal purpose of issuing commercial paper notes in order to provide funds to loan to public agencies, such as the Public Agency, desiring to finance and refinance the cost of acquiring, constructing and equipping capital improvements and to finance and refinance other governmental needs.

(B) In furtherance of the foregoing, the Commission shall issue, from time to time, commercial paper notes to be known as "Florida Local Government Finance Commission Pooled Commercial Paper Notes, Series A (Governmental Issue)" and shall loan the proceeds of such Series A Notes to public agencies, including the Public Agency.

(C) Pursuant to the authority of the Act, the Commission has agreed to loan, from time to time, to the Public Agency such amounts as shall be authorized herein and in the Loan Agreement in order to enable the Public Agency to finance, reimburse or refinance the cost of acquisition, construction and equipping of capital improvements, including Project A-6.

(D) There is presently a need by the Public Agency to finance the acquisition of Project A-6 and, if necessary, to reimburse the Public Agency for certain costs incurred in connection therewith, and the most cost effective means by which to finance Project A-6 is by use of moneys obtained pursuant to the Program by means of Loan A-6-1.

(E) The Public Agency hereby determines that the provision of funds by the Commission to the Public Agency in the form of Loan No. A-6-1 pursuant to the terms of the Loan Agreement and the financing of a portion of the costs of Project A-6 will assist in the development and maintenance of the public welfare of the residents of the Public Agency, and shall serve a public purpose by improving the safety, health and living conditions, and providing governmental services, facilities and programs and will promote the most efficient and economical development of such services, facilities and programs.

(F) Loan No. A-6-1 shall be repaid solely from the Designated Revenues. Such Designated Revenues shall include moneys derived from a covenant to budget and appropriate legally available Non-Ad Valorem Revenues. The ad valorem taxing power of the Public Agency will never be necessary or authorized to make the Loan Repayments.

(G) Due to the potential volatility of the market for tax-exempt obligations such as the Note or Notes to be issued evidencing Loan No. A-6-1, the complexity of the transactions relating to such Note or Notes and the uniqueness of the Program, it is in the best interest of the Public Agency to deliver the Note or Notes to the Commission pursuant to the Program by a negotiated sale pursuant to Section 218.385(1), Florida Statutes, allowing the Public Agency to utilize the Program in which it participates from time to time and to enter the market at the most advantageous time, rather than at a specified advertised date, thereby permitting the Public Agency to obtain the best possible price, issuance costs and interest rate for such Note or Notes.

**SECTION 4. TERMS OF LOAN.** The Public Agency hereby approves the Loan in an aggregate amount of not exceeding \$24,000,000, for the purposes of providing the Public Agency with sufficient funds to finance a portion of the costs of Project A-6. The Chairman and the Clerk are hereby authorized to execute, seal and deliver on behalf of the Public Agency the Loan Note and other documents, instruments, agreements and certificates necessary or desirable to effectuate Loan No. A-6-1 as provided in the Loan Agreement. The Loan Note or Notes with respect to Loan No. A-6-1 shall reflect the terms of such Loan and shall be substantially in the form attached to the Loan Agreement as Exhibit I. The Clerk shall make the Draw Request or Requests with respect to Loan No. A-6-1 in accordance with the terms of the Loan Agreement at such time as shall be determined by the Clerk as appropriate to finance Project A-6 and is permitted by the Loan Agreement. Loan No. A-6-1 shall mature in accordance with the provisions described in Schedule I attached hereto or in such other amounts and at such other times as the Clerk may determine. Loan No. A-6-1 shall bear interest at the Loan Rate in accordance with the terms of the Loan Agreement. The Public Agency further agrees to make all Loan Repayments required of it pursuant to the terms of the Loan Agreement. The Letter of Credit fees for Loan No. A-6-1 shall be 35 basis points or such other amount as the Public Agency and First Union National Bank may agree upon.

**SECTION 5. AUTHORIZATION OF FINANCING.** The Public Agency does hereby authorize the financing of the costs of Project A-6 as provided herein.

**SECTION 6. SECURITY FOR THE LOAN.** The Public Agency's obligation to repay Loan No. A-6-1 will be secured by a pledge of and lien upon the Designated Revenues in accordance with the

terms of the Loan Agreement. The obligation of the Public Agency to repay Loan No. A-6-1 shall not be deemed a pledge of the faith and credit or taxing power of the Public Agency and such obligation shall not create a lien on any property whatsoever of or in the Public Agency other than the Designated Revenues.

**SECTION 7. GENERAL AUTHORITY.** The members of the Board and the officers, attorneys and other agents or employees of the Public Agency are hereby authorized to do all acts and things required of them by this Resolution and the Loan Agreement, or desirable or consistent with the requirements of this Resolution and the Loan Agreement, for the full punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Loan Agreement, and each member, employee, attorney and officer of the Public Agency or its Board is hereby authorized and directed to execute and deliver any and all papers and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Resolution and the Loan Agreement.

**SECTION 8. SEVERABILITY.** If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

**SECTION 9. REPEAL OF INCONSISTENT RESOLUTIONS.** All resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

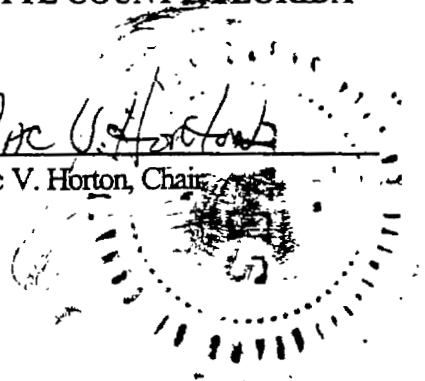
SECTION 10. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED this 14th day of November, 2000.

BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA

(SEAL)

By: Mac V. Horton  
Mac V. Horton, Chair



ATTEST:

Barbara T. Scott  
Barbara T. Scott, Clerk of the Circuit Court and Ex-Officio Clerk of the Board of County Commissioners

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Renee Francis Lee  
Renee Francis Lee, County Attorney  
LR 2000-330



SCHEDULE I

PROPOSED LOAN REPAYMENT SCHEDULE

The principal of Loan No. A-6-1 shall be repaid as follows:

December 4, 2001	\$24,000,000
	(or such lesser amount as is actually borrowed)

Interest on the Loan shall be paid monthly in accordance with the terms and provisions of the Loan Agreement. Additional Payments shall also be made in accordance with the Loan Agreement.

IMAGED

AP  
11-16-00



*WJF  
BCC*

**SETTLEMENT AND  
MODIFICATION TO INTERLOCAL AGREEMENT**

**THIS SETTLEMENT AND MODIFICATION TO INTERLOCAL AGREEMENT** (the "Modification") is made and executed as of December 5, 2000, by and between The Englewood Water District (the "District") a special district created pursuant to Chapter 59-931, Laws of Florida, and AquaSource Utility, Inc., a Texas corporation, as successor by assignment to Rotonda West Utilities, Inc., a Florida corporation (hereinafter collectively "Rotonda").

**WITNESSETH**

**WHEREAS**, the District and Rotonda have previously entered into an Interlocal Agreement dated October 19, 1995, providing for an expansion of the District's Wastewater Treatment Plant No. 4 and a jointly owned wastewater capacity program referenced therein (the "Interlocal Agreement"); and

**WHEREAS**, due to the timing of the rate of growth, development and unanticipated usages of the wastewater treatment capacity created under the Interlocal Agreement which have in fact occurred and which were not entirely anticipated by the parties at the time of execution of the Interlocal Agreement, the parties desire to enter into this Modification in order to resolve and settle any and all disputes relating to or arising from the Interlocal Agreement;

**NOW THEREFORE**, for and in consideration of the mutual premises set forth above and the covenants, obligations, duties and benefits herein set forth, the District and Rotonda agree as follows:

IMAGED PD

**SECTION 1. FINDINGS.** It is hereby ascertained, determined and declared as follows:

(A) Rotonda has installed all facilities necessary to connect to the District's wastewater system and has conducted all investigations and testing as may be required for Rotonda to connect to the District's wastewater system and such connection has occurred, all as required by Section 2.0 of the Interlocal Agreement.

(B) Rotonda has installed an appropriate metering device at a point of connection acceptable to the District for the purpose of determining the amount of wastewater service to be provided by the District pursuant to the Interlocal Agreement in conformance with Section 2.1 of the Interlocal Agreement.

(C) Rotonda has connected its wastewater collection system to the District's wastewater system so that the District may provide both wastewater treatment and disposal services to Rotonda as provided in Section 4.0 of the Interlocal Agreement.

IDENTIFIED TRUE COPY  
OF THE ORIGINAL  
BARBARA T. SCOTT  
CLERK OF THE CIRCUIT COURT  
CHARLOTTE COUNTY, FLORIDA

BY: *[Signature]*  
DEPUTY CLERK

FILE 776938 OR BOOK 1848 PAGE 1471 RECORDED 12/20/00 @ 04:30 PM  
CHARLOTTE COUNTY, BARBARA T. SCOTT, CLERK FEES \$73.50

#15  
*[Handwritten signature]*  
IK

(D) The District has completed construction of the expansion to its Wastewater Treatment Plant No. 4 and the parties acknowledge that all necessary facilities are in place so that Rotonda may provide and the District may receive wastewater for treatment at the District's Wastewater Treatment Plant No. 4.

(E) Rotonda has installed and constructed a reuse water meter in conformance with Section 6.1 of the Interlocal Agreement and to the satisfaction of the District.

(F) Rotonda has constructed reuse lines and other facilities necessary to transmit reuse water from the Point of Connection with District reuse facilities to the reuse distribution system of Rotonda in conformance with Section 6.2 of the Interlocal Agreement.

## **SECTION 2. MODIFICATION TO INTERLOCAL AGREEMENT.**

(A) The Interlocal Agreement is hereby amended, modified and revised as follows:

(1) Section 5.0 is revised in its entirety and replaced with the following:

5.0 Monthly Charges. No monthly charges or any other amounts shall be due under Section 5.0 hereof until the first full calendar month commencing January 1, 2001. Thereafter, Rotonda shall pay the District a monthly operating charge of \$13.97 per unit for each equivalent residential connection (ERC), providing sewage flow through the wastewater meter into the District wastewater treatment facility. For the purposes of this Modification, "ERC" shall mean an equivalent fraction or multiple of a residential unit based upon one hundred ninety gallons per day (190 gpd) per equivalent residential connection, the standard unit used by Charlotte County to calculate demand upon its wastewater systems. For each month, the monthly operating charge shall be determined by first dividing the average daily flow for the month as measured through the meter installed at the Point of Connection by 190 gpd to determine the number of ERCs, and then multiplying the number of ERCs by \$13.97. However, in any one month the total operating charge shall never exceed \$29,407 (i.e. 2,105 units x \$13.97) and not be less than \$1,746 (i.e. 125 units x \$13.97). In addition, Rotonda shall pay the District \$2.80 per 1000 gallons of wastewater treated by the District based upon a monthly meter reading of the meter installed at the Point of Connection. Rotonda shall pay the District's monthly invoice in accordance with the Florida Prompt Payment Act, Chapter 218, Part III, Florida Statutes, or its successor in function.

(2) Section 5.2 is hereby added as follows:

5.2 Unless agreed to by the District in writing, the Invested Capacity shall be used by Rotonda to exclusively serve the Rotonda system until December 31, 2002. For the purposes of this Modification the "Rotonda system" shall encompass only the area subject to Florida Public Service Commission, Certificate of Authorization No. 565-W as of October 24, 2000.

(3) Section 8.0 is revised in its entirety and replaced with the following:

8.0 Notice. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by mail or by telecopy, and shall be mailed or delivered to:

District:

Englewood Water District  
 Attention: Administrator  
 Post Office Box 1399  
 201 Selma Avenue  
 Englewood, Florida 34295  
 Phone: 941/474-3217  
 Fax: 941/475-0497

Rotonda:

AquaSource Utility, Inc.  
 Attention: General Counsel  
 AquaSource, Inc.  
 200 Corporate Center Drive  
 Suite 300  
 Moon Township, PA 15108-3186  
 Phone: 412/393-3660  
 Fax: 412/393-3715

with a copy to:

Charlotte County  
 Attention: Utility Director  
 Charlotte County Administration Center  
 18500 Murdock Circle  
 Port Charlotte, Florida 33948-1094  
 Phone: 941/743-1559  
 Fax: 941/743-4530

(B) The foregoing revisions and additions to Sections 5.0, 5.2 and 8.0 of the Interlocal Agreement shall supplant, supercede and replace any corresponding Sections in the Interlocal Agreement and such replaced or modified Sections shall be of no further force and effect.

### **SECTION 3. CONDITIONS; ASSIGNMENT OF INTERLOCAL AGREEMENT TO CHARLOTTE COUNTY.**

(A) This Modification is entered into and shall serve to resolve and settle all disputes between the parties arising from and relating to the Interlocal Agreement. The effectiveness of this Modification is expressly conditioned upon:

(1) the sale of the Rotonda system to Charlotte County, Florida by AquaSource Utility, Inc.; and

(2) the assignment, assumption and transfer of all rights, obligations and duties under the Interlocal Agreement and this Modification from AquaSource Utility, Inc. to Charlotte County, Florida; and

(3) the payment by AquaSource to the District, in immediately available funds, of \$60,000 in settlement of all claims between the parties of any kind or nature whatsoever.

*(B) In the event all of the events identified in (A)(1), (2) and (3) of this Section do not occur prior to December 31, 2000, this Modification shall be null, void and of no force or effect.*

(C) Upon the acquisition of the Rotonda system by Charlotte County, the District shall recognize the County as the successor to Rotonda under the Interlocal Agreement and this Modification.

### **SECTION 4. ESTOPPEL INFORMATION.**

(A) Upon timely occurrence of all of the events identified in Section 3(A)(1), (2) and (3) hereof, this Modification shall be deemed an Estoppel Certificate upon which Charlotte County may rely in acquiring and undertaking the operation of the Rotonda system. Accordingly, and in such event, County shall be deemed a third party beneficiary hereto and the undersigned parties do hereby confirm, represent and warrant the following information to the County as true and correct:

(1) The Interlocal Agreement, as modified herein, is the entire agreement between the parties thereto and there are no other modifications or amendments thereto.

(2) The Interlocal Agreement has not been assigned or assumed by any party other than the parties referenced herein.

(3) Assuming full compliance with this Modification, there currently is no breach nor claim thereof under the Interlocal Agreement and there are no claims, defenses, offsets or monies owed or due as of the date of execution hereof which may be asserted against any party hereto by another, or by their predecessors or successors, as a result of past performance, or lack thereof, under this Interlocal Agreement, and the District and Rotonda hereby ratify and reaffirm the Interlocal Agreement, as modified herein. This representation does not extend to any future breaches or prejudice any rights or remedies whatever in regard to any breach or failure of performance by the District or the County upon the County's acquisition of the Rotonda system.

(B) Effective only upon the consummation of the County's acquisition of the above referenced utility system, AquaSource Utility, Inc. shall have no further obligation or liability under the Interlocal Agreement from and after the date of such consummation.

#### **SECTION 5. ENTIRE AGREEMENT; FILING.**

(A) By entering into this Modification the parties hereto confirm and acknowledge that same is evidence of an offer to compromise a claim or claims which were disputed as to validity or amount, and that any relevant conduct or statements made in negotiations concerning a compromise is inadmissible to prove liability or absence of liability for any such claim or claims or their value. This Modification is executed to facilitate the modification to the Interlocal Agreement in a manner that will resolve dispute and make the terms of the Interlocal Agreement workable between the District and Charlotte County. None of the economic terms hereof are or shall be deemed acceptable to either the District or AquaSource if all of the events identified in (A)(1), (2) and (3) of Section 3 hereof do not occur prior to December 31, 2000.

(B) Except as modified hereby, the Interlocal Agreement shall remain in full force and effect. This Modification constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supercedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no other agreements among the parties in connection with the subject matter hereof except as specifically set forth herein.

(C) The parties acknowledge and agree that the Interlocal Agreement, as modified herein, shall become effective between the District and Charlotte County upon Charlotte County closing upon its acquisition of the Rotonda system and the filing of this Modification, together with a certified copy of the Interlocal Agreement with the Clerk of the Circuit Court in accordance with Section 163.01(11), Florida Statutes, and that thereafter any subsequent amendments to the Interlocal Agreement or this Modification must likewise be filed before they shall become effective.

[remainder of this page intentionally left blank]



IN WITNESS WHEREOF, the District has caused this Settlement and Modification to Interlocal Agreement to be executed and delivered as of day and year first above written.

**ENGLEWOOD WATER DISTRICT**

By: Paul J. Phillips  
Chair

Attest:

By: Aurea Rathbone  
Secretary

IN WITNESS WHEREOF, the Rotonda (by and through AquaSource Utility, Inc., as the successor to Rotonda West Utilities, Inc.) has caused this Settlement and Modification to Interlocal Agreement to be executed and delivered as of day and year first above written.

**AQUASOURCE UTILITY, INC.**

By: David Hoffman  
President


Attest:


By: Veronica Jones  
Secretary

STATE OF FLORIDA

COUNTY OF SARASOTA

On this 6<sup>th</sup> day of December, 2000, I attest that the attached document is a true, exact, complete and unaltered photocopy made by me of the **Interlocal Agreement between Englewood Water District and Rotonda West Utilities, Inc. dated October 19, 1995.**

  
\_\_\_\_\_

 Maureen A Cronk  
My Commission CC787412  
Expires November 3, 2002

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into as of this 19th day of October, 1995, by and between THE ENGLEWOOD WATER DISTRICT ("District"), a special district created pursuant to Chapter 59-931, laws of Florida, and ROTONDA WEST UTILITIES, INC. ("Rotonda"), a Florida corporation.

W I T N E S S E T H :

WHEREAS, the District is planning an expansion of the District wastewater treatment plant No. 4 ("Wastewater Treatment Plant"); and

WHEREAS, the Wastewater Treatment Plant is located in close proximity to Rotonda's service area as certificated by the Florida Public Service Commission; and

WHEREAS, the District has identified a plan to do a "Turn-key" expansion of its Wastewater Treatment Plant No. 4 on a very cost-effective basis, and the parties have agreed to participate jointly in the construction of such facilities with Rotonda owning a portion of the capacity actually so constructed to provide wastewater service to its customers in its Service Area on a cost-effective basis; and

WHEREAS, the District and Rotonda agree that the joint investment philosophy is in the best interest of the customers of both the District and Rotonda by the accomplishment of economies of scale in the expansion of the District Wastewater Treatment Plant, and they therefore agree to the jointly-owned capacity program referenced herein, subject to the conditions and limitations set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, it is mutually agreed by and between the parties hereto as follows:

1.0 Treatment Capacity. Rotonda agrees to invest in 400,000 gallons per day of capacity in the District's Wastewater Treatment Plant ("Invested Capacity") at a cost of \$1.72 per gallon for a total investment of \$688,000.

1.1 Payment for the Invested Capacity shall be evidenced by a Promissory Note in the original principal amount of \$688,000 executed by Rotonda in favor of the District with an amortization period of ten (10) years at a rate of 50 basis points (.5%) over the cost of debt incurred by the District in financing the Wastewater Treatment Plant. The Note shall be secured by a Security Agreement, mutually acceptable to the parties.

1.2 Absent a default on payment of the Note, the Invested Capacity shall be considered Rotonda's sole property and the District will reserve the Invested Capacity for the life of the plant for Rotonda. Such Invested Capacity shall follow the joint investment and ownership in such capacity.

1.3 As between the parties hereto, Rotonda's Invested Capacity shall be treated as personal property which Rotonda may pledge as a contract right, subject to the District's security interest. However, nothing herein contained shall be so construed so as to allow Rotonda to ever place a lien or other encumbrance on the physical facilities of the District. As provided for elsewhere in this Interlocal Agreement, the District shall be the sole and exclusive manager of the District's Wastewater Treatment Plant, and Rotonda shall not be involved in the day-to-day management and operation of the system, other than its contract right to require sound and efficient management of such facility.

2.0 Collection System. Rotonda shall, at its expense, (1) purchase, install, repair and maintain its entire collection system, including all sewer lines, master meters, lift stations and other facilities and appurtenances that may be necessary in order to connect to the District's wastewater system, (2) cause to be conducted all investigations and testing as may be required in order for Rotonda to connect to the District's wastewater system, including but not limited to all design, construction, repair and maintenance, and (3) cause all sewer lines, master meters, and all other facilities required for connection to the District's wastewater system to be repaired and maintained in accordance with industry standards.

2.1 The Point of Connection of Rotonda's wastewater collection system to the District's wastewater system shall be at a mutually agreeable location, and which shall not require the District to construct, own or operate any facilities outside of the District's boundary's. Rotonda shall install an appropriate metering device at the point of connection for the purpose of determining the amount of wastewater service being provided by the District pursuant to this Agreement. It shall be the responsibility of Rotonda to pay all costs associated with the purchase, installation and operation of the meter, and future maintenance that may be required on the meter. Rotonda shall own the meter, but the District shall have the absolute right of access to the meter for testing and reading purposes. The cost of repair and/or replacement of the meter shall be that of Rotonda.

2.2 Rotonda shall be responsible for acquiring all easements and rights of way, which are located within its Service Area, necessary in order to connect Rotonda's wastewater collection system to the District wastewater system at the Point of Connection. The District shall be responsible for acquiring all easements and rights of way, which are located within its Service Area, necessary in order to connect Rotonda's wastewater collection

system from the Point of Connection to the Wastewater Treatment Plant.

2.3 Rotonda and the District shall each be responsible for the cost of additional collection system lines within their respective service areas which are necessary to connect the two systems at the Point of Connection.

3.0 Permits. The District shall have the responsibility of securing and maintaining all necessary permits from all governmental agencies for the expansion and operation of the Wastewater Treatment Plant, as well as the collection system which lies within its service area. Rotonda shall have the responsibility of securing and maintaining all necessary permits from all governmental agencies for the construction and operation of the wastewater collection system required to connect to the District wastewater system.

4.0 Service. Upon Rotonda's connecting its wastewater collection system to the District's wastewater system, the District shall continuously provide bulk wastewater treatment and disposal services to Rotonda in accordance with this Agreement.

5.0 Monthly Charges. Following completion of construction of the expansion to the District's Wastewater Treatment Plant, for each new unit connected to the Rotonda system, Rotonda shall pay the District a monthly operating charge of \$13.97 per unit. In addition, Rotonda shall pay the District \$2.80 per 1000 gallons of wastewater treated by the District based upon a monthly meter reading of the meter installed at the Point of Connection. Rotonda shall pay the District's monthly invoice within thirty (30) days after receipt. In the event that payment is not made within thirty (30) days after receipt of the invoice, Rotonda agrees to pay interest at a rate of one percent (1%) per month on the outstanding balance until paid in full.

5.1 The minimum and gallonage charges are subject to change, but only to the extent rates charged to other bulk customers are changed, and in no event shall the charge exceed the single-family rate.

6.0 Operations. Notwithstanding Rotonda's investment in capacity in the District's Wastewater Treatment Plant, Rotonda shall not participate in the day to day operation of the District's Wastewater Treatment Plant.

6.1 Reuse. The District shall return to Rotonda reuse water for irrigation purposes in an amount equal to the wastewater from Rotonda's collection system as registered on the meter placed at the Point of Connection. Reuse water in excess of that amount may be provided to Rotonda upon the mutual agreement of the parties hereto. In exchange for Rotonda's obligation to store and dispose of such reuse water in the manner it deems necessary, reuse water

shall be returned by the District without charge to Rotonda. Rotonda shall construct and own the meter, but the District shall have the right of access to the meter for testing and reading purposes.

6.2 Rotonda shall be responsible for the construction, at its own expense, reuse lines, and other facilities necessary to transmit the reuse water from the Point of Connection to Rotonda's reuse distribution system.

6.3 The District shall provide reuse water to Rotonda in a quality that meets all state standards for reuse on public access areas.

7.0 Binding Effect of Agreement. This Agreement shall be binding upon and shall inure to the benefit of the District, Rotonda and their respective assigns and successors by merger, consolidation, conveyance or otherwise.

8.0 Notice. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by mail or by telecopy, and shall be mailed or delivered to:

Englewood Water District  
 Attention: James A. Elder, P.E.  
 Administrator  
 Englewood Water District  
 Post Office Box 1399  
 201 Selma Avenue  
 Englewood, Florida 34295  
 Phone: 941\474-3217  
 Fax: 941\475-0497

with a copy to:

Wellbaum & McLennon  
 Attention: Thomas P. McLennon  
 1160 S. McCall Rd. Suite B  
 Englewood, Florida 34223  
 Phone: 941-474-3241  
 Fax: 941-475-2927

with a copy to:

Mr. Gary D. Littlestar  
 Rotonda West Utility Corp.  
 4445 Cape Haze Drive  
 Cape Haze, FL 33946  
 Phone: 941-697-1300 or 4683  
 Fax: 941-350-4641

with a copy to:

Rose, Sundstrom & Bentley  
2548 Blairstone Pines Drive  
Tallahassee, Florida 32301  
Attention: Wm. E. Sundstrom, P.A.  
Phone: 904-877-6555  
Fax: 904-656-4029

9.0 Laws of Florida. This Agreement shall be governed by the laws of the State of Florida and it shall be and become effective immediately upon execution by both parties hereto, subject to any approvals which must be obtained from governmental authority, if applicable.

10.0 Attorneys Fees and Costs. In the event the District or Rotonda is required to enforce this Agreement by Court proceedings or otherwise, by instituting suit or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorney's fees, including such fees and costs of any appeal.

11.0 Force Majeure. In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to Act of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, sinkhole or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities, governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order or decree or judgment or restraining order or injunction of any court, said party shall not be liable for such non-performance.

12.0 Term. The initial term of this Agreement shall be for a term of 30 years from the date first written above, and shall automatically renew for a successive 30 year term, unless within 6 months prior to the conclusion of the initial term, either party gives notice to the other of its intent not to renew this Inter-local Agreement.

### 13.0 Miscellaneous Provisions.

13.1 This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between the District and Rotonda, made with respect to the matters herein contained, and when duly executed, constitutes the

agreement between the District and Rotonda. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed.

13.2 Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine, feminine and neuter genders shall each include the others.

13.3 Whenever approvals of any nature are required by either party to this Agreement, it is agreed that same shall not be unreasonably withheld or delayed.

13.4 Failure to insist upon strict compliance of any of the terms, covenants, or conditions herein shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or times be deemed a waiver or relinquishment of such right or power at any other time or times.

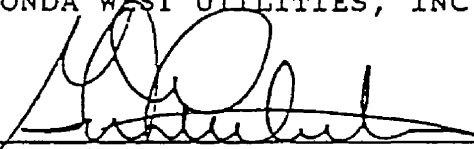
IN WITNESS WHEREOF, the District and Rotonda have executed or have caused this Agreement to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

ATTEST:


\_\_\_\_\_  
Secretary

(Corp. Seal)

ROTONDA WEST UTILITIES, INC.

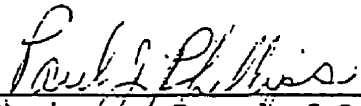
By:   
President

ATTEST:

  
Secretary VICE CHAIR

(Seal)

THE ENGLEWOOD WATER DISTRICT

By:   
Chairman, Board of Supervisors



STATE OF FLORIDA )  
COUNTY OF CHARLOTTE )

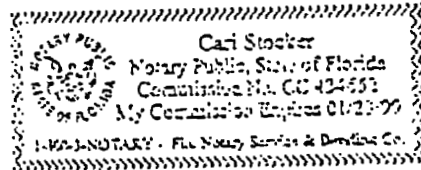
The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of October, 1995, by Gary D. Littlestar as President of Rotonda West Utilities, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

*Cari Stocker*

Print Name: \_\_\_\_\_  
Notary Public  
State of Florida at Large

My Commission Expires:

STATE OF FLORIDA )  
COUNTY OF CHARLOTTE )

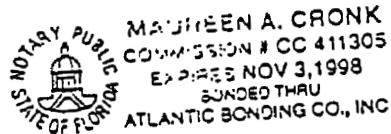


The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of October, 1995, by Paul Phillips as Chairman of The Englewood Water District, Inc., a special district created pursuant to Chapter 59-931, Laws of Florida, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

*Maureen A. Cronk*

Print Name: \_\_\_\_\_  
Notary Public

My Commission Expires:



rotonda\linterloc.sgr  
10/10/95

PROMISSORY NOTE AND SECURITY AGREEMENT

October 1, 1996

FOR VALUE RECEIVED, the undersigned, (called "Maker"), promises to pay to the order of Englewood Water District, (herein called "District") at its offices at 201 Selma Avenue, Englewood, Florida 34223, the sum of Six Hundred Eighty-Eight Thousand, (\$688,000) plus interest at a rate of six and one-half percent (6.50%) per annum, payable monthly over a term of ten (10) years based on level debt service with such monthly payments to begin the first day of the month following execution of this Promissory Note with a monthly payment of \$7,812.11. The rate of interest herein is subject to change based upon the District's cost of debt for the financing of the Wastewater Treatment Plant, as that term is defined in that certain "Interlocal Agreement" between the parties hereto, dated October 19, 1995, which Agreement is incorporated herein by specific reference.

The undersigned waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold it, and also waives all rights of exemption to personal property allowed under the Constitution and laws of Florida, or any other state in the United States. Further, in the event of default in the payment of said obligation, it agrees to pay all of the District's costs of collecting or securing, or attempting to collect or secure the payment of said indebtedness, including reasonable attorney's fees, and expenses, whether incurred out of court, in trial, on appeal, or in bankruptcy proceedings.

This note shall be prepayable in whole or in part without penalty. Any prepayment shall be applied against principal or accrued interest, or both, in such manner as the District in its sole discretion shall determine, including application to the installments of principal last maturing hereunder. No prepayments should affect or impair the right of the District to pursue all remedies available to it under this Promissory Note and Security Agreement or any other document executed in connection with this indebtedness.

SECURITY: Maker also grants and conveys to District a security interest in the 400,000 gallons per day of wastewater treatment plant capacity acquired by Maker from District pursuant to that certain Interlocal Agreement between the parties of even date herewith.

Maker acknowledges receipt of a copy of this Promissory Note and Security Agreement at the time of its execution.

ROTONDA WEST UTILITIES, INC.

(SEAL)

BY: [Signature]  
Gary D. Littlestar, President

96 OCT -3 PM 12:20  
RECEIVED  
ENGLEWOOD WATER DISTRICT

STATE OF FLORIDA )  
COUNTY OF CHARLOTTE )

The foregoing instrument was acknowledged before me this 1st day of October, 1996, by Gary D. Littlestar, President of Rotonda West Utilities, Inc., who is personally known to me.

[Signature]  
Print Name

Notary Public, State of Florida, at Large  
My Commission Expires:



THOMAS P. MCLENNON  
MY COMMISSION # CC 237326 EXPIRES  
October 20, 1996  
BONDED THRU TROY FAIR INSURANCE, INC.

copy  
BCC

# AFFIDAVIT

FILE 776939 OR BOOK 1848 PAGE 1487 RECORDED 12/20/00 @ 04:30 PM  
CHARLOTTE COUNTY, BARBARA T. SCOTT, CLERK FEES \$6.00

In Re: Estate or interest described in the Rotonda West Utility System Asset Acquisition Agreement dated October 24, 2000, and Attorneys' Title Insurance Fund, Inc.'s Commitment No. CF-0249144; AquaSource Utility, Inc. sale to Charlotte County, Florida.

The undersigned affiant (the "Affiant"), being first duly sworn, deposes and says, that:

1. I am a duly elected and authorized <sup>Vice</sup> President of AquaSource Utility, Inc., a Texas corporation.

2. AquaSource Utility, Inc. is in fact a Texas corporation and is not a Florida corporation as erroneously referred to in that certain Grant of Easement recorded in O. R. Book 1808, Page 1765, Public Records of Charlotte County, Florida.

The Affiant has been duly authorized to execute, and executes, this affidavit in the capacity of a corporate officer.

Martin J. Staeck  
Vice President,  
AquaSource Utility, Inc.  
a Texas Corporation

STATE OF Florida  
COUNTY OF Charlotte

IMAGED PD

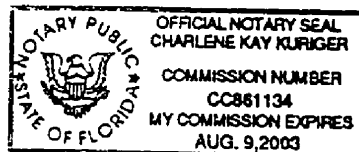
The foregoing Affidavit was sworn to and subscribed before me this 13<sup>th</sup> day of December, 2000 by Martin J. Staeck Vice, President, AquaSource Utility, Inc., a Texas corporation, on behalf of the corporation. He ~~is personally known to me or has produced driver's license as identification and did take an oath.~~

Charlene Kay Kuriger  
Printed Name: Charlene Kay Kuriger  
Notary Public, State of Florida  
My Commission Expires: 8-4-03  
Commission No.: 02801134

J:\BONDS\2000\3376\Closing Docs\Aff6.wpd

CERTIFIED, TRUE COPY  
OF THE ORIGINAL  
BARBARA T. SCOTT  
CLERK OF THE CIRCUIT COURT  
CHARLOTTE COUNTY, FLORIDA

BY [Signature]  
DEPUTY CLERK



#75  
Muntz



Chy  
BCC

BARBARA T. SCOTT, CLERK  
CHARLOTTE COUNTY  
OR BOOK 1848 PAGE 1488  
RECORDED 12/20/00 @ 04:30 PM  
FILE NUMBER 776940  
RECORDING FEE 37.50

This Instrument prepared by:

Mark G. Lawson, Esq.  
Bryant, Miller and Olive, P.A.  
201 South Monroe Street  
Suite 500  
Tallahassee, FL 32301

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED** made and executed this 13th day of December, 2000 by AquaSource Utility, Inc., a Texas corporation, whose address is 200 Corporate Center Drive, Suite 300, Coraopolis , PA 15108, hereinafter called the grantor, to Charlotte County, Florida, a political subdivision of the State of Florida, whose address is 18500 Murdock Circle, Port Charlotte, Florida 33948-1094, hereinafter called the grantee;

**WITNESSETH:** That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all of grantor's rights, title and interest in and to that certain land and appurtenant easements situate in Charlotte County, Florida and more particularly described on Exhibit A attached hereto and incorporated herein.

**TOGETHER** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, including but not limited to, all water and wastewater facilities of every kind and nature lying within said land and all appurtenant or in gross easement rights for the operation, installation and maintenance of said facilities.

**TO HAVE AND TO HOLD**, the same in fee simple forever.

**AND** the grantor, for itself and its successors, hereby covenants with said grantee and the grantee's successors and assigns that grantor is lawfully seized of said land in fee simple or as otherwise provided on Exhibit A hereto; that grantor has good, right and lawful authority to sell and convey said land and appurtenant easements; that grantor hereby fully warrants the title to said land and appurtenant easements and will defend the same against the lawful claims of all persons claiming by, through or under the grantor, but not otherwise.

**SUBJECT TO** the Permitted Exceptions (as such term is defined in the Rotonda West Utility System Asset Acquisition Agreement dated October 24, 2000) affecting same.

CERTIFIED, TRUE COPY  
OF THE ORIGINAL  
BARBARA T. SCOTT  
CLERK OF THE CIRCUIT COURT  
CHARLOTTE COUNTY, FLORIDA

BY: [Signature]  
DEPUTY CLERK

IMAGED PD

#75  
✓ [Signature]

IN WITNESS WHEREOF the grantor has caused this Special Warranty Deed in favor of Charlotte County, Florida to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officer thereunto duly authorized, the day and year first above written.

AquaSource Utility, Inc.,  
a Texas Corporation

By: Martin J Stanek  
Vice President



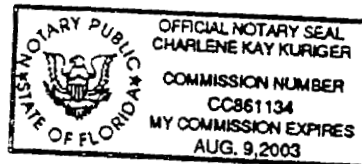
ATTEST:

[Signature]  
Asst. Secretary

STATE OF Florida  
COUNTY OF Charlotte

The foregoing Special Warranty Deed was sworn to and subscribed before me this 17th day of December, 2000, by Martin J. Stanek, Vice, President, AquaSource Utility, Inc., a Texas corporation, on behalf of the corporation. He is ~~personally known to me~~ or has produced driver's license as identification and did take an oath.

Charlene Kay Kuriger  
Printed Name: Charlene Kay Kuriger  
Notary Public, State of Florida  
My Commission Expires: 8-9-03  
Commission No. CC861134



### Exhibit A

(A) All real property and interests, whether recorded in the public records or not, in real property owned, used or available to AquaSource Utility, Inc. relating to the Rotonda or Rotonda West water and wastewater utility system, and located in Charlotte County, Florida, including, but not limited to, the following:

(1) The parcel of land being the same lands as described as Parcel 1 in Special Warranty Deed recorded in Official Record Book 1665, at page 0186, Public Records of Charlotte County, Florida. (Fee Simple Parcel 1 - Utility Office Site)

(2) The parcel of land being the same lands as described as Parcel 2 in Special Warranty Deed recorded in Official Record Book 1665, at page 0186, Public Records of Charlotte County, Florida. (Fee Simple Parcel 2 - Sewage Treatment Plant Site)

(3) The parcel of land being the same lands as described as Parcel 3 in Special Warranty Deed recorded in Official Record Book 1665, at page 0186, Public Records of Charlotte County, Florida. (Fee Simple Parcel 3 - Vacant Sands Trade)

(4) The parcel of land being the same lands as described as Parcel 4 in Special Warranty Deed recorded in Official Record Book 1665, at page 0186, Public Records of Charlotte County, Florida. (Fee Simple Parcel 4 - Oakland Hills Wellfield Site)

(5) The parcel of land being the same lands as described as Parcel 5 in Special Warranty Deed recorded in Official Record Book 1665, at page 0186, Public Records of Charlotte County, Florida. (Fee Simple Parcel 5 - Core Area)

(6) The parcel of land being the lands as described as Parcel 6 in Special Warranty Deed recorded in Official Records Book 1870, at page 1282, Public Records of Charlotte County, Florida. (Fee Simple Parcel 6 - Rotonda West Association Quit-Claim)

(7) The parcel of land being the same lands as described as Parcel 7 in Special Warranty Deed recorded in Official Record Book 1665, at page 0186, Public Records of Charlotte County, Florida. (Fee Simple Parcel 7)

(B) All rights, privileges, easements, licenses, prescriptive rights, rights-of-way, and rights to use public and private roads, highways, streets, railroads and other areas owned, used, or available to be used by AquaSource Utility, Inc. in connection with the construction, reconstruction, installation, expansion, maintenance and operation of the Utility System and the Purchased Assets described in that certain Rotonda West Utility System Asset Acquisition Agreement adopted October 24, 2000. All dedicated or platted easements available to or used by AquaSource Utility, Inc. or its predecessor in Charlotte County,

Florida relating to the Rotonda or Rotonda West water and wastewater utility system, as of the date hereof, and the following described easements:

(1) Easement from William H. Vanderbilt and Anne Colby Vanderbilt, husband and wife, and also Alfred G. Vanderbilt, also known as Alfred Gwynne Vanderbilt, and Jean Harvey Vanderbilt, husband and wife to Cape Haze Water Company, Inc. as recorded in Official Record Book 256, Page 549, assigned to AquaSource Utility, Inc by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 8)

(2) Easement from Cape Haze Water Corporation to Cape Haze Water Company, Inc. as recorded in Official Record Book 256, Page 544, assigned to AquaSource Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 9)

(3) Easement from Cape Cave Corporation to Rotonda West Utility Corporation as recorded in Official Record Book 1050, Page 716, assigned to AquaSource Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 10)

(4) Easement from Cape Cave Corporation to Rotonda West Utility Corporation as recorded in Official Record Book 1050, Page 736, assigned to AquaSource Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 11)

(5) Easement from Cape Cave Corporation to Rotonda West Utility Corporation as recorded in Official Record Book 1050, Page 726, assigned to AquaSource Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 12)

(6) Easement from Jacob, Herbert H., Trustee to Rotonda West Utility Corporation as recorded in Official Record Book 1111, Page 1546, assigned to AquaSource Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 13)

(7) Easement from Cape Cave Corporation to Rotonda West Utility Corporation as recorded in Official Record Book 1112, Page 143, assigned to AquaSource Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 14)



(8) Easement from Cape Cave Corporation to Rotonda West Utility Corporation as recorded in Official Record Book 1050, Page 720, assigned to AquaSource Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 15)

(9) Easement from Cape Cave Corporation to Rotonda West Utility Corporation as recorded in Official Record Book 1050, Page 738, assigned to AquaSource Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 16)

(10) Easement from Cape Cave Corporation to Rotonda West Utility Corporation as recorded in Official Record Book 1050, Page 712, assigned to AquaSource Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 17)

(11) Easement from Cape Cave Corporation to Rotonda West Utility Corporation as recorded in Official Record Book 1023, Page 1503, assigned to AquaSource Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 18)

(12) Easement from Cape Cave Corporation to Rotonda West Utility Corporation as recorded in Official Record Book 1050, Page 710, assigned to AquaSource Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 19)

(13) Easement from Cape Cave Corporation to Rotonda West Utility Corporation as recorded in Official Record Book 1050, Page 714, assigned to AquaSource Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 20)

(14) Easement from Rotonda Golf and Country Club Corporation to Rotonda West Utility Corporation as recorded in Official Record Book 1300, Page 1203, as assigned by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 21)

(15) Easement from Cape Cave Corporation to Rotonda West Utility Corporation as recorded in Official Record Book 1050, Page 728, assigned to AquaSource Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 22)

(16) Easement from Cape Cave Corporation to Rotonda West Utility Corporation as recorded in Official Record Book 1050, Page 718, assigned to AquaSource Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 23)

(17) Easement from Cape Cave Corporation to Rotonda West Utility Corporation as recorded in Official Record Book 1050, Page 722, assigned to AquaSource Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 24)

(18) Easement from Cape Haze Corporation to Rotonda West Utility Corporation as recorded in Official Record Book 1293, Page 1256, assigned to AquaSource Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 25)

(19) Easement from Cape Cave Corporation to Rotonda West Utility Corporation as recorded in Official Record Book 1050, Page 737, assigned to AquaSource Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 26)

(20) Easement from Cape Cave Corporation to Rotonda West Utility Corporation as recorded in Official Record Book 1050, Page 735, assigned to AquaSource Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 27)

(21) Easement from Cape Cave Corporation to Rotonda West Utility Corporation as recorded in Official Record Book 1050, Page 734, as assigned by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 28)

(22) Easement from Cape Cave Corporation to Rotonda West Utility Corporation as recorded in Official Record Book 1050, Page 724, as assigned by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 29)

(23) Easement from Cape Cave Corporation to Rotonda West Utility Corporation as recorded in Official Record Book 1050, Page 733, as assigned by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 30)

(24) Easement from Cape Haze Corporation to Rotonda West Utility Corporation as recorded in Official Record Book 1274, Page 1722, assigned to AquaSource

Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 31)

(25) Easement from Windward Patio Association, Inc. to Rotonda West Utility Corporation as recorded in Official Record Book 1277, Page 2009, assigned to AquaSource Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 32)

(26) Easement from Cape Haze Windward Property Owners Association, Inc. to Rotonda West Utility Corporation as recorded in Official Record Book 1277, Page 2078, assigned to AquaSource Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 33)

(27) Easement from Cape Haze Corporation to Rotonda West Utility Corporation as recorded in Official Record Book 1277, Page 2056, assigned to AquaSource Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 34)

(28) Easement from Cape Haze Corporation to Rotonda West Utility Corporation as recorded in Official Record Book 1277, Page 2118, assigned to AquaSource Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 35)

(29) Easement from Cape Haze Corporation to Rotonda West Utility Corporation as recorded in Official Record Book 1277, Page 2038, assigned to AquaSource Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 36)

(30) Easement from Cape Haze Corporation to Rotonda West Utility Corporation as recorded in Official Record Book 1050, Page 732, assigned to AquaSource Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 37)

(31) Easement from Cape Haze Corporation to Rotonda West Utility Corporation as recorded in Official Record Book 1050, Page 730, assigned to AquaSource Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 38)

(32) Easement from Cape Haze Golf and Country Club Corporation to

Rotonda West Utility Corporation as recorded in Official Record Book 1277, Page 2017, assigned to AquaSource Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 39)

(33) Easements from Cape Cave Corporation to Rotonda West Utility Corporation as recorded in Official Record Book 1377, Page 1250; as amended by Partial Termination of Easement recorded in Official Record Book 1665, Page 0183, assigned to AquaSource Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 40)

(34) Easement from Cape Cave Corporation to AquaSource Utility, Inc. as recorded in Official Record Book 1665, Page 0180, assigned to AquaSource Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 41)

(35) Easement from Cape Haze Corporation, Cape Cave Corporation, Rotonda Services Corporation and Gary D. Littlestar, as successor Trustee of the Cape Cave Land Preservation Trust dated August 20, 1992 to AquaSource Utility, Inc. as recorded in Official Record Book 1808, Page 1765, Public Records of Charlotte County, Florida. (Easement Parcel 42)

*Copy  
BCC*

BARBARA T. SCOTT, CLERK  
CHARLOTTE COUNTY  
OR BOOK 1848 PAGE 1496  
RECORDED 12/20/00 @ 04:30 PM  
FILE NUMBER 776941  
RECORDING FEE 55.50

This Instrument prepared by:

Mark G. Lawson, Esq.  
Bryant, Miller and Olive, P.A.  
201 South Monroe Street  
Suite 500  
Tallahassee, FL 32301

**BILL OF SALE**

**THIS BILL OF SALE** evidencing the sale and conveyance of the Purchased Assets, as described in that certain Rotonda West Utility System Asset Acquisition Agreement dated October 24, 2000, is made and executed this 13<sup>th</sup> day of December, 2000, by AquaSource Utility, Inc., a Texas corporation, whose address is 200 Corporate Center Drive, Suite 300, Coraopolis, PA 15108, hereinafter called the seller, to Charlotte County, Florida, a political subdivision of the State of Florida, whose address is 18500 Murdock Circle, Port Charlotte, Florida 33948-1094, hereinafter called the buyer;

**WITNESSETH:** That the seller, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the buyer, all those certain Purchased Assets as shown and more particularly described on Exhibit A attached hereto and incorporated herein.

**SAID** Purchased Assets also include all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, including but not limited to, all water and wastewater facilities of every kind and nature lying within the lands described on Exhibit B attached hereto and incorporated herein and all appurtenant and in gross easement rights for the operation, installation and maintenance of said facilities.

**TO HAVE AND TO HOLD**, the same in fee simple forever.

**AND** the seller, for itself and its successors, hereby covenants with said buyer and the buyer's successors and assigns that it is the lawful owner of said Purchased Assets in fee simple; that it has good, right and lawful authority to sell and convey said Purchased Assets; that it hereby fully warrants the title to said Purchased Assets and will defend the same against the lawful claims of all persons claiming by, through or under the seller, but not otherwise.

**SUBJECT TO** the Permitted Exceptions (as such term is defined in the Rotonda West Utility System Asset Acquisition Agreement, dated October 24, 2000) affecting same.

CERTIFIED, TRUE COPY  
OF THE ORIGINAL  
BARBARA T. SCOTT  
CLERK OF THE CIRCUIT COURT  
CHARLOTTE COUNTY, FLORIDA

BY *Jerica Mitchell*  
DEPUTY CLERK

IMAGED PD

*★ # 175  
✓ M...  
1A*

IN WITNESS WHEREOF the seller has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.



AquaSource Utility, Inc.,  
a Texas corporation

By: Martin J Stanek  
Vice President

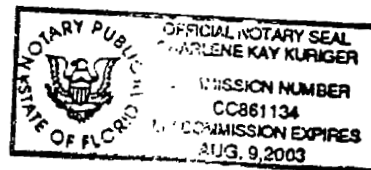
ATTEST:

[Signature]  
TSSL Secretary

STATE OF Florida  
COUNTY OF Charlotte

The foregoing Bill of Sale was sworn to and subscribed before me this 13<sup>th</sup> day of December, 2000 by Martin J. Stanek, Vice, President, AquaSource Utility, Inc., a Texas corporation, on behalf of the corporation. He ~~is personally known to me or~~ has produced driver's license as identification and did take an oath.

Charlene Kay Kuriger  
Printed Name: Charlene Kay Kuriger  
Notary Public, State of Florida  
My Commission Expires: 8-9-03  
Commission No.: CC 861134



**Exhibit A**  
**Bill of Sale**

(A) The Purchased Assets (exclusive of the Excluded Assets hereinafter identified in paragraph (B) below) shall include those assets, business properties, and rights both tangible and intangible, that AquaSource Utility, Inc. ("AquaSource") owns or uses in conjunction with the operation of the Rotonda or Rotonda West Utility System which provides services in Charlotte County, Florida ("Utility System"), or any ownership interest which it has or hereafter acquires, relating thereto, including the following:

(1) All real property and interests, whether recorded in the public records or not, in real property owned, used or available to AquaSource as described in Exhibit B hereof.

(2) All water and wastewater, including reuse and reclaimed water, treatment plants, wells, collection, transmission, distribution, pumping, effluent and disposal facilities of every kind and description whatsoever including without limitation, all trade fixtures, leasehold improvements, lift stations, pumps, generators, controls, tanks, distribution, collection or transmission pipes or facilities, valves, meters, service connections, and all other physical facilities and property installations used in the operation of the Utility System, together with an assignment of all existing and assignable third party warranties that relate to completed or in progress construction, if any.

(3) All equipment, vehicles, tools, parts, laboratory equipment, and other personal property owned or used by AquaSource in connection with the operation of the Utility System including, without limitation the personalty described in Appendix G to the Rotonda West Utility System Asset Acquisition Agreement adopted October 24, 2000.

(4) All Easements in favor of AquaSource or its predecessors in interest to the Utility System, including but not limited to, the Easements more particularly described in Exhibit B of this Bill of Sale.

(5) All current customer records and supplier lists, as-built surveys and water, wastewater and reuse plans, plats, engineering and other drawings, designs, blueprints, plans and specifications, maintenance and operating manuals, engineering reports, calculations, computer models and studies, accounting, budget and business records and all other information controlled by or in the possession of AquaSource, in each case to the extent such item specifically relates to the description and operation of the Utility System, inclusive of all pertinent computer records which are used in the operation of the Utility System for billing or customer record keeping purposes. All information referred to in this subsection (A)(5) shall be provided by original format or readily reproducible or delivered in a reproducible format.

(6) To the extent assignable, all necessary regulatory approvals subject to all conditions, limitations or restrictions contained therein; all existing permits and other governmental authorizations and approvals of any kind necessary to construct, operate, expand, and maintain the Utility System according to all governmental requirements, including those more specifically described in Appendix E to the Rotonda West Utility System Asset Acquisition Agreement adopted October 24, 2000.

(7) All rights and obligations of AquaSource relating to the Purchased Assets or the Utility System under any existing or proposed agreements and contracts specifically disclosed to the County in the Rotonda West Utility System Asset Acquisition Agreement which the County assumes at closing.

(B) The Purchased Assets do not and shall not include the following assets, business properties, rights, liabilities, or obligations (the "Excluded Assets") which shall not and are not being sold, conveyed, transferred to, or assumed by the County pursuant to this Bill of Sale or the Rotonda West Utility System Asset Acquisition Agreement adopted October 24, 2000:

(1) Cash, bank accounts, notes or accounts receivable in the possession of or in favor of AquaSource which are AquaSource's sole property and which are not subject to refund to customers or performance by AquaSource. Used in this context, the term "accounts receivable" does not include potential future income from assets considered recovery capable as a consequence of installation by AquaSource of distribution, transmission, or collection lines or other facilities abutting or serving the property of customers who have not yet connected to the Utility System. The term "cash" shall be deemed to include customer deposits or unused application fees or charges as Section 5.03(B) of the Rotonda West Utility System Asset Acquisition Agreement provides that the buyer will receive a credit at closing for such obligations.

(2) Notwithstanding anything which might be deemed to the contrary in Section 5.05 of the Rotonda West Utility System Asset Acquisition Agreement, all accounts receivable in the possession of or in favor of AquaSource which may be due from or owed to AquaSource by any parent, subsidiary or sister entity of AquaSource, including without limitation AquaSource, Inc.

(3) Escrowed funds for payment of federal income taxes, state income taxes and other tax liabilities of AquaSource or tax refunds due AquaSource for the period through the date of closing in 2000 and for the year ending 1999 and all prior years.

(4) The off-site leasehold interest used by AquaSource to house its customer service operations located in Sarasota County, Florida.



(5) The corporate name of AquaSource Utility, Inc. or AquaSource, Inc., the name "AquaSource", including any derivative thereof, or any use thereof, and any signage, including the name "AquaSource" used in connection with the Utility System.

(6) All telephone numbers used in the operation of the Utility System.

(7) All propriety software owned or used by AquaSource.

(8) Unless otherwise expressly assumed by the buyer, all of the liabilities of AquaSource, including all accounts payable and all other payables of AquaSource incurred or accruing prior to closing.

(9) Any employment agreement.

(10) With respect to the period during which any employee was employed, all workers compensation claims, health insurance or other employee benefits, accrued vacation pay and sick leave, pension or retirement plan obligations or responsibilities, collective bargaining agreements or any other employment-related claims, obligations or liability related to any past or present employee of AquaSource and with respect to the period during which such employees were employed by AquaSource.

(11) All construction claims liability for work completed prior to closing or work in progress performed prior to closing. All construction claims liability for work undertaken by AquaSource relative to the Utility System, whether performed prior to or after closing.

(12) All other obligations, liabilities or responsibilities of AquaSource not expressly assumed by the buyer at closing or not otherwise expressly addressed in the Rotonda West Utility System Asset Acquisition Agreement.

(13) The following personal property:

- (a) 1 - Battery Pack; Backup Pro
- (b) 1 - Calculator, Sharp EL-11992G
- (c) 1 - Fax; Sharp FO-120
- (d) 1 - Printer; Hewlett Packard - Deskjet 672C
- (e) 1 - Dell Computer, Hard Drive, Keyboard, Mouse and related software
- (f) 1 - Mosler Safe
- (g) 1 - Vehicle used in operation of the Utility System owned by another AquaSource affiliate (1998 Ford Pickup , VIN# 1FTYR1OU4WUA25289)

- (h) Vehicle used in operation of the Utility System not in good working condition (1991 Ford Pickup, VIN# 1FTCR11T9MUB40502),
- (i) All cell phones used by employees of AquaSource in connection with the operation of the Utility System.

**Exhibit B**  
**Bill of Sale**

(A) All real property and interests, whether recorded in the public records or not, in real property owned, used or available to AquaSource Utility, Inc. relating to the Rotonda or Rotonda West water and wastewater system, and located in Charlotte County, Florida, including, but not limited to, the following:

(1) The parcel of land being the same lands as described as Parcel 1 in Special Warranty Deed recorded in Official Record Book 1665, at page 0186, Public Records of Charlotte County, Florida. (Fee Simple Parcel 1 - Utility Office Site)

(2) The parcel of land being the same lands as described as Parcel 2 in Special Warranty Deed recorded in Official Record Book 1665, at page 0186, Public Records of Charlotte County, Florida. (Fee Simple Parcel 2 - Sewage Treatment Plant Site)

(3) The parcel of land being the same lands as described as Parcel 3 in Special Warranty Deed recorded in Official Record Book 1665, at page 0186, Public Records of Charlotte County, Florida. (Fee Simple Parcel 3 - Vacant Sands Trade)

(4) The parcel of land being the same lands as described as Parcel 4 in Special Warranty Deed recorded in Official Record Book 1665, at page 0186, Public Records of Charlotte County, Florida. (Fee Simple Parcel 4 - Oakland Hills Wellfield Site)

(5) The parcel of land being the same lands as described as Parcel 5 in Special Warranty Deed recorded in Official Record Book 1665, at page 0186, Public Records of Charlotte County, Florida. (Fee Simple Parcel 5 - Core Area)

(6) The parcel of land being the lands as described as Parcel 6 in Special Warranty Deed recorded in Official Records Book 1870, at page 1282, Public Records of Charlotte County, Florida. (Fee Simple Parcel 6 - Rotonda West Association Quit-Claim)

(7) The parcel of land being the same lands as described as Parcel 7 in Special Warranty Deed recorded in Official Record Book 1665, at page 0186, Public Records of Charlotte County, Florida. (Fee Simple Parcel 7)

(B) All rights, privileges, easements, licenses, prescriptive rights, rights-of-way, and rights to use public and private roads, highways, streets, railroads and other areas owned, used, or available to be used by AquaSource Utility, Inc. in connection with the construction, reconstruction, installation, expansion, maintenance and operation of the Utility System and the Purchased Assets described in Exhibit A hereof. All dedicated or platted easements

available to or used by AquaSource Utility, Inc. or its predecessor, relating to the Rotonda or Rotonda West water and wastewater system in Charlotte County, Florida as of the date hereof and the following described easements:

(1) Easement from William H. Vanderbilt and Anne Colby Vanderbilt, husband and wife, and also Alfred G. Vanderbilt, also known as Alfred Gwynne Vanderbilt, and Jean Harvey Vanderbilt, husband and wife to Cape Haze Water Company, Inc. as recorded in Official Record Book 256, Page 549, assigned to AquaSource Utility, Inc by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 8)

(2) Easement from Cape Haze Water Corporation to Cape Haze Water Company, Inc. as recorded in Official Record Book 256, Page 544, assigned to AquaSource Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 9)

(3) Easement from Cape Cave Corporation to Rotonda West Utility Corporation as recorded in Official Record Book 1050, Page 716, assigned to AquaSource Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 10)

(4) Easement from Cape Cave Corporation to Rotonda West Utility Corporation as recorded in Official Record Book 1050, Page 736, assigned to AquaSource Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 11)

(5) Easement from Cape Cave Corporation to Rotonda West Utility Corporation as recorded in Official Record Book 1050, Page 726, assigned to AquaSource Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 12)

(6) Easement from Jacob, Herbert H., Trustee to Rotonda West Utility Corporation as recorded in Official Record Book 1111, Page 1546, assigned to AquaSource Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 13)

(7) Easement from Cape Cave Corporation to Rotonda West Utility Corporation as recorded in Official Record Book 1112, Page 143, assigned to AquaSource Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 14)

(8) Easement from Cape Cave Corporation to Rotonda West Utility Corporation as recorded in Official Record Book 1050, Page 720, assigned to AquaSource Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 15)

(9) Easement from Cape Cave Corporation to Rotonda West Utility Corporation as recorded in Official Record Book 1050, Page 738, assigned to AquaSource Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 16)

(10) Easement from Cape Cave Corporation to Rotonda West Utility Corporation as recorded in Official Record Book 1050, Page 712, assigned to AquaSource Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 17)

(11) Easement from Cape Cave Corporation to Rotonda West Utility Corporation as recorded in Official Record Book 1023, Page 1503, assigned to AquaSource Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 18)

(12) Easement from Cape Cave Corporation to Rotonda West Utility Corporation as recorded in Official Record Book 1050, Page 710, assigned to AquaSource Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 19)

(13) Easement from Cape Cave Corporation to Rotonda West Utility Corporation as recorded in Official Record Book 1050, Page 714, assigned to AquaSource Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 20)

(14) Easement from Rotonda Golf and Country Club Corporation to Rotonda West Utility Corporation as recorded in Official Record Book 1300, Page 1203, as assigned by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 21)

(15) Easement from Cape Cave Corporation to Rotonda West Utility Corporation as recorded in Official Record Book 1050, Page 728, assigned to AquaSource Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 22)

(16) Easement from Cape Cave Corporation to Rotonda West Utility Corporation as recorded in Official Record Book 1050, Page 718, assigned to AquaSource Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 23)

(17) Easement from Cape Cave Corporation to Rotonda West Utility Corporation as recorded in Official Record Book 1050, Page 722, assigned to AquaSource Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 24)

(18) Easement from Cape Haze Corporation to Rotonda West Utility Corporation as recorded in Official Record Book 1293, Page 1256, assigned to AquaSource Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 25)

(19) Easement from Cape Cave Corporation to Rotonda West Utility Corporation as recorded in Official Record Book 1050, Page 737, assigned to AquaSource Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 26)

(20) Easement from Cape Cave Corporation to Rotonda West Utility Corporation as recorded in Official Record Book 1050, Page 735, assigned to AquaSource Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 27)

(21) Easement from Cape Cave Corporation to Rotonda West Utility Corporation as recorded in Official Record Book 1050, Page 734, as assigned by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 28)

(22) Easement from Cape Cave Corporation to Rotonda West Utility Corporation as recorded in Official Record Book 1050, Page 724, as assigned by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 29)

(23) Easement from Cape Cave Corporation to Rotonda West Utility Corporation as recorded in Official Record Book 1050, Page 733, as assigned by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 30)

(24) Easement from Cape Haze Corporation to Rotonda West Utility Corporation as recorded in Official Record Book 1274, Page 1722, assigned to AquaSource Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 31)

(25) Easement from Windward Patio Association, Inc. to Rotonda West Utility Corporation as recorded in Official Record Book 1277, Page 2009, assigned to AquaSource Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 32)

(26) Easement from Cape Haze Windward Property Owners Association, Inc. to Rotonda West Utility Corporation as recorded in Official Record Book 1277, Page 2078, assigned to AquaSource Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 33)

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(28) Easement from Cape Haze Corporation to Rotonda West Utility Corporation as recorded in Official Record Book 1277, Page 2118, assigned to AquaSource Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 35)

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(31) Easement from Cape Haze Corporation to Rotonda West Utility Corporation as recorded in Official Record Book 1050, Page 730, assigned to AquaSource Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 38)

(32) Easement from Cape Haze Golf and Country Club Corporation to Rotonda West Utility Corporation as recorded in Official Record Book 1277, Page 2017, assigned to AquaSource Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 39)

(33) Easements from Cape Cave Corporation to Rotonda West Utility Corporation as recorded in Official Record Book 1377, Page 1250; as amended by Partial Termination of Easement recorded in Official Record Book 1665, Page 0183, assigned to AquaSource Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 40)

(34) Easement from Cape Cave Corporation to AquaSource Utility, Inc. as recorded in Official Record Book 1665, Page 0180, assigned to AquaSource Utility, Inc. by Assignment of Easements recorded in Official Record Book 1665, page 0193, Public Records of Charlotte County, Florida. (Easement Parcel 41)

(35) Easement from Cape Haze Corporation, Cape Cave Corporation, Rotonda Services Corporation and Gary D. Littlestar, as successor Trustee of the Cape Cave Land Preservation Trust dated August 20, 1992 to AquaSource Utility, Inc. as recorded in Official Record Book 1808, Page 1765, Public Records of Charlotte County, Florida. (Easement Parcel 42)



my  
BCC

BARBARA T. SCOTT, CLERK  
CHARLOTTE COUNTY  
OR BOOK 1848 PAGE 1508  
RECORDED 12/20/00 @ 04:30 PM  
FILE NUMBER 776942  
RECORDING FEE 127.50

This Instrument was Prepared by:  
Larry B. Alexander, Esquire  
Jones, Foster, Johnston & Stubbs, P.A.  
505 South Flagler Drive, Suite 1100  
West Palm Beach, FL 33401

FURTHER ASSIGNMENT OF EASEMENTS

IMAGED PD

KNOW ALL MEN BY THESE PRESENTS, that ROTONDA WEST UTILITY CORPORATION, a Florida corporation, whose address is 4005 Cape Haze Drive, Cape Haze, Florida 33947, hereinafter referred to as the "Assignor," by Assignment of Easements dated December 11, 1998 and recorded in Official Record Book 1665, Page 0193 of the Charlotte County, Florida Public Records (the "Assignment"), assigned certain easements and easements rights to AQUASOURCE UTILITY, INC., a Texas corporation ("AQUASOURCE"); and

WHEREAS, AQUASOURCE has agreed to sell the assets known as the Rotonda West Utility System to Charlotte County, Florida, a political subdivision of the State of Florida, whose address is 18500 Murdock Circle, Port Charlotte, Florida 33948-1094 ("Assignee"); and

WHEREAS, AQUASOURCE has requested Assignor to quit claim, alien, remise, release and assign to the Assignee, all of Assignor's remaining right, title, and interest in and to all easements, recorded and unrecorded, rights of access, ingress and egress, permits, licenses, and rights-of-way owned or used by Assignor, whether in public or private property located in Charlotte County, Florida, including, but not limited to, easements identified in platted, dedicated rights-of-way, utility easements, and easements identified in the Assignment.

NOW THEREFORE, for ten dollars and other good and valuable consideration, and at the specific request of AQUASOURCE, Assignor does hereby quit claim, alien, remise, release and assign to the Assignee, all of Assignor's remaining right, title, and interest, if any, in and to all easements, recorded and unrecorded, rights of access, ingress and egress, permits, licenses, and rights-of-way

CERTIFIED, TRUE COPY  
OF THE ORIGINAL  
BARBARA T. SCOTT  
CLERK OF THE CIRCUIT COURT  
CHARLOTTE COUNTY, FLORIDA  
BY: *Barbara T. Scott*  
DEPUTY CLERK

#75  
*Minutes*  
JS

owned or used by Assignor, whether in public or private property located in Charlotte County, Florida, including, but not limited to, easements identified in platted, dedicated rights-of-way, utility easements, and easements identified in the Assignment.

Assignor, its successors and assigns, hereby covenant that it has the lawful right to assign the above interests and does hereby assign the same to the Assignee.

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns forever.

IN WITNESS WHEREOF, the Assignor has hereunto set its hand and seal this 12<sup>th</sup> day of December, 2000.

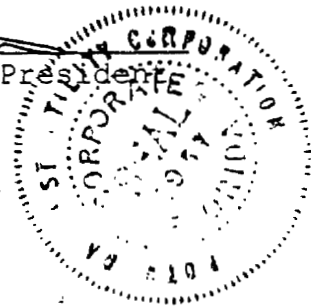
WITNESSES

[Signature]  
Print Name PETER TRAVEL

[Signature]  
Print Name Sandra L. Rodriguez

ROTONDA WEST UTILITY CORPORATION

By: [Signature]  
Gary Littlestar, President  
(SEAL)



STATE OF FLORIDA )

COUNTY OF CHARLOTTE )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of December, 2000, by Gary Littlestar, as President of Rotonda West Utility Corporation, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

(SEAL)



Cari Ann Piper  
Commission # CC 794917  
Expires JAN. 23, 2003  
BONDED THRU  
ATLANTIC BONDING CO., INC.

[Signature]  
Notary Public

My Commission Expires

RETURN TO:  
④ JONES FOSTER JOHNSTON  
★ PO Box 3475  
WEST PALM BEACH FL 33402-3475

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

BARBARA T. SCOTT, CLERK  
CHARLOTTE COUNTY  
OR BOOK 1665 PAGE 0193  
RECORDED 12/17/98 @ 09:27 AM  
FILE NUMBER 610399  
RECORDING FEE 118.50  
DEED DOC 0.70

This Instrument was Prepared by:  
Daren L. Shippy, Esq.  
Rose, Sundstrom & Bentley, LLP  
2548 Blainstone Pines Drive  
Tallahassee, FL 32301

IMAGED GK

ASSIGNMENT OF EASEMENTS

KNOW ALL MEN BY THESE PRESENTS, that ROTONDA WEST UTILITY CORPORATION, a Florida corporation, whose address is 9494 Placida Road, Cape Haze, Florida 33946, hereinafter referred to as the "Assignor," for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations paid by AQUASOURCE UTILITY, INC., a Texas corporation whose address is 5008 Burleson Road, Austin, Texas 78744, hereinafter referred to as "Assignee," has granted, bargained, sold, transferred, assigned and delivered, and by these presents does grant, bargain, sell, transfer, assign and deliver unto the Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to all easements, recorded and unrecorded, rights of access, ingress and egress, permits, licenses, and rights-of-way owned or used by Assignor, whether in public or private property located in Charlotte County, Florida, including, but not limited to, easements identified in platted, dedicated rights-of-way, utility easements, and easements identified in Schedule "A" attached.

Assignor, its successors and assigns, hereby covenant that it has the lawful right to assign the above interests and does hereby assign the same to the Assignee.

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns forever.

IN WITNESS WHEREOF, the Assignor has hereunto set its hand and seal this 11 day of December, 1998.

WITNESSES

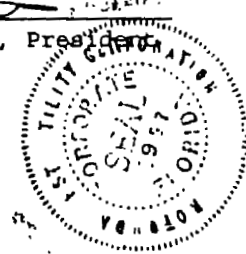
Kathy M. Sheridan  
Print Name Kathy M. Sheridan

Sandra Rodriguez  
Print Name Sandra Rodriguez

ROTONDA WEST UTILITY CORPORATION

By: [Signature]  
Gary Littlestar, President

(SEAL)

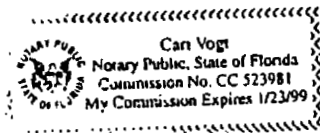


STATE OF FLORIDA )  
COUNTY OF CHARLOTTE )

11/11 The foregoing instrument was acknowledged before me this day of December, 1998, by Gary Littlestar, as President of Rotonda West Utility Corporation, a Florida corporation, on behalf of the corporation. He is (personally known to me) or has produced \_\_\_\_\_ as identification.

(SEAL)

Carri Vogt  
Notary Public



My Commission Expires

## EXHIBIT "A"

## Parcel 8

A parcel of land 50 feet wide, lying 25 feet right and 25 feet left of the following center line: Begin at a point which is 2380.0 feet South and 1200 feet East of the Northwest corner of Section 26, Township 41 South, Range 20 East, Charlotte County, Florida; thence North 45°00' West, 3850.0 feet; thence North 31°00' West, 2530.0 feet to a point that is 2535.15 feet North and 2480.78 feet East of the Southwest corner of Section 22, Township 41, Range 20 East; thence North 3°46' 55" East, 900.0 feet more or less to the Southerly shore of Buck Creek.

All lying and being in Sections 22, 26 and 27, Township 41 South, Range 20 East, Charlotte County, Florida. Containing 2.02 acres in Section 26; 1.93 acres in Section 27 and 4.48 acres in Section 22.

## ALSO:

A parcel of land 50 feet wide, lying 25 feet right and 25 feet left of the following center line: Begin at the Southeast corner of the Northeast 1/4 of Section 34, Township 41 South, Range 20 East, Charlotte County, Florida; thence Northwesterly by traversing existing Sancassa Trail through said Northeast 1/4 of Section 34, continuing through Section 27, to the connecting ditch which interconnects Coral Creek and Buck Creek.

All lying and being in Sections 27 and 34, Township 41 South, Range 20 East, Charlotte County, Florida. Containing 3.1 acres in Section 34; and 5.62 acres in Section 27.

**ALSO:**

The West 50 feet of the East 1/2 of Section 27, Township 41 South, Range 20 East; and the West 50 feet of the Northeast 1/4 of Section 34, Township 41 South, Range 20 East.

**ALSO:**

A parcel of land 200 feet wide, lying 100 feet right and 100 feet left of the following center line: Begin at the Northwest corner of the South 1/4 of Section 1, Township 42 South, Range 20 East; thence Easterly along the North boundary of said South 1/4 of Section 1 to the East Section line; thence Southerly along said East Section line to the Southeast corner of Section 1; thence Easterly along the South Section line of Sections 6 and 5, Township 42 South, Range 21 East to the Southeast corner of said Section 5; thence Southerly along the West section line of Section 9, Township 42 South, Range 21 East to the North boundary of the South 1/4 of said Section 9; thence Easterly along the North boundary of the South 1/4 of Section 9 and 10, Township 42 South, Range 21 East to the East Section line of Section 10; thence Northerly along the East Section line of Section 10 to the Northwest corner of Section 10; thence Easterly along the South Section line of Section 2, Township 42 South, Range 21 East to the Southeast corner of Section 2; thence Northerly along the East Section line of Section 2, Township 42 South, Range 21 East and Section 35; thence Westerly along the North Section line of Section 35 to the Northwest corner of the Northeast quarter of Section 35.

**Parcel 9**

That part of the West 50 feet of the Southeast 1/4 of Section 34, Township 41 South, Range 20 East, lying North of the North Boundary of Cape Haze East, First Addition, according to the plat thereof recorded in Plat Book 3, Page 28, of the Public Records of Charlotte County, Florida.

**ALSO:**

A parcel of land 50 feet wide extending from the Southeast 1/4 of the Northeast 1/4 of Section 34, Township 41 South, Range 20 East, (being the Southerly terminus of Sancassa Trail) on and over Cape Haze Drive extended (unplatted) to the Northeasterly line of Cape Haze East, according to the plat thereof, recorded in Plat Book 3, Page 10, of the Public Records of Charlotte County, Florida.

**Parcel 10**

Portions of Tract G, ROTONDA WEST BROADMOOR SUBDIVISION, as recorded in Plat Book 8 on Pages 18A through 18L, inclusive, of the Public Records of Charlotte County, Florida, more particularly described as follows:

A fifteen foot wide tract of land centered on a line

commencing at the rear lot corner of Lots 888 and 889; thence S 36°25'51" West, a distance of 1697.04 feet to a point, said point being designated as point "A"; thence South 37°56'53" West, a distance of 1564.50 feet to a point, said point being designated as point "B"; thence along a curve to the left having a central angle of 79°58'12" and a radius of 362.50 feet, a distance of 505.95 feet to a point on said curve; thence South 30°30'30" West, a distance of 529.93 feet to a point; thence North 64°41'43" West, a distance of 190.02 feet to the rear lot corner of Lots 732 and 733, said corner also being the point of termination.

## TOGETHER WITH:

A fifteen foot wide tract of land centered on a line commencing at point "B" hereinabove described; thence North 65°42'12" West, a distance of 290.45 feet to the rear lot corner of Lots 769 and 770, said corner also being the point of termination.

## TOGETHER WITH:

A fifteen foot wide tract of land centered on a line commencing at point "A" hereinabove described; thence South 53°44'30" East, a distance of 354.61 feet to a point; thence along a curve to the right having a central angle of 6°02'27" and a radius of 5832.50 feet, a distance of 614.93 feet, to a point on said curve; thence South 84°49'46" East, a distance of 16.08 feet to a point; thence North 50°10'22" East, a distance of 70.44 feet to the point of termination.

## TOGETHER WITH:

A fifteen foot wide tract of land centered on a line commencing at point "A" hereinabove described; thence North 69°12'33" West, a distance of 1190.48 feet to a point on a curve to the left having a central angle of 6°23'02" and a radius of 5832.50 feet; thence continue along said curve, a distance of 649.85 feet to a point; thence North 39°50'07" West, a distance of 16.24 feet to a point; thence North 5°10'14" East, a distance of 310.68 feet to a point, said point also being the point of termination.

**Parcel 11**

Portions of ROTONDA HEIGHTS SUBDIVISION as recorded in Plat Book 8 on Pages 26-A through 26-Z, inclusive, of the Public Records of Charlotte County, Florida, more particularly described as follows:

All of Lots 461 and 1681.

TOGETHER WITH:

The Southwesterly 20 feet of Lot 1287.

Parcel 12

Portions of ROTONDA LAKES SUBDIVISION as recorded in Plat Book 8 on Pages 22-A through 22-2 3, inclusive, of the Public Records of Charlotte County, Florida, more particularly described as follows:

Commence at the intersection of the center lines of Arch Drive and Ingram Boulevard; thence South 89°53'53" West a distance of 1055.00 feet to a point; thence North 00°06'07" West a distance of 190 feet, more or less to property line of Block 64, said property line also being the right-of-way line of the circle of the intersection of Ingram Boulevard and David Boulevard for a point of beginning; thence continue North 00°06'07" West a distance of 35.00 feet to a point; thence South 89°53'53" West, a distance of 25.00 feet, more or less, to the East right-of-way line of David Boulevard; thence Southerly and Easterly along said right-of-way line 60 feet, more or less, to the point of beginning.

TOGETHER WITH:

A fifteen foot wide tract of land being a portion of Block 64 in said subdivision, the Southwesterly boundary of which is the right-of-way line/property line of Block 64 lying between the East right-of-way line of David Boulevard and the North right-of-way of Ingram Drive and not included in the above-described parcel.

TOGETHER WITH:

Commence at the common lot corner of Parcels 25 and 26, Block 59 on the Westerly right-of-way line of Basswood Drive for a point of beginning; thence South 39°00'16" East along said right-of-way line a distance of 30.00 feet; thence South 50°59'49" West a distance of 30.00 feet, to a point; thence North 39°00'16" West, a distance of 30.00 feet to a point on the common lot line between said parcels 25 and 26; thence North 50°59'49" East along said common lot line a distance of 30.00 feet to the point of beginning.

Parcel 13

The Easterly 6 feet of Lot 1, Block 2, ROTONDA LAKES UNIT NO. 2, as recorded in Plat Book 8, Pages 25-A through 25-G, inclusive, Public Records of Charlotte County, Florida.

Parcel 14



The Easterly 6 feet of the following described lots in ROTONDA LAKES UNIT NO. 2 as recorded in Plat Book 8, Pages 25-A through 25-G, inclusive, Public Records of Charlotte County, Florida;

Lot 8, Block 2; Lots 1 and 8, Block 3; Lots 1 and 8, Block 4; Lots 1 and 8, Block 5.

Parcel 15

Portions of Tract "G" in ROTONDA WEST LONG MEADOW SUBDIVISION as recorded in Plat Book 8 on Pages 19A through 19K, inclusive, of the Public Records of Charlotte County, Florida, more particularly described as follows:

A tract of land lying 10 feet either side of a line which commences at the rear corner of Lots 628 and 629 and terminates at the rear corner of Lots 656 and 657.

TOGETHER WITH:

A tract of land lying 10 feet either side of a line which commences at the rear corner of Lots 725 and 726 and terminates at the rear corner of Lots 1097 and 1098.

TOGETHER WITH:

A tract of land lying 10 feet either side of a line which commences at the rear corner of Lots 1147 and 1148 and terminates at the rear corner of Lots 780 and 781.

TOGETHER WITH:

A tract of land lying 10 feet either side of a line which commences at the rear corner of Lots 842 and 843 and terminates at the rear corner of Lots 512 and 513.

Parcel 16

Lot 12, Block 53, Lot 6, Block 80 and Lot 7, Block 84, all in ROTONDA MEADOWS SUBDIVISION as recorded in Plat Book 10, Pages 15-A through 15-Z 18, inclusive, of the Public Records of Charlotte County, Florida.

Parcel 17

Portions of Tract G, ROTONDA WEST OAKLAND HILLS SUBDIVISION as recorded in Plat Book 8 on Pages 15A through 15K, inclusive, of the Public Records of Charlotte County, Florida more particularly described as follows:

A ten foot wide tract of land centered on a line commencing at the rear lot corner of Lots 692 and 693 and terminating at the rear lot corner of Lots 810 and 811 all in said OAKLAND HILLS SUBDIVISION.

## TOGETHER WITH:

A ten foot wide tract of land centered on a line commencing at the rear lot corner of Lots 603 and 604 and terminating at the rear lot corner of Lots 683 and 684 all in said OAKLAND HILLS SUBDIVISION.

## TOGETHER WITH:

A fifteen foot wide tract of land centered on a line commencing at the rear lot corner of Lots 806 and 807 which is the point of beginning; thence North 66°33'51" West a distance of 293.91 feet to a point; thence North 28°40'44" West, a distance of 224.65 feet to a point; thence North 21°03'04" West, a distance of 154.82 feet to the rear lot corner of Lots 699 and 700, which said corner also being the point of termination.

## TOGETHER WITH:

A fifteen foot wide tract of land centered on a line which commences at a point of beginning lying 272.73 feet North 34°16'06" West of the rear lot corner of Lots 806 and 807; thence South 31°26'01" West, a distance of 140.22 feet to a point; thence South 40°34'42" West, a distance of 37.12 feet to a point; thence South 61°18'26" West, a distance of 151.60 feet to a point; thence South 68°05'40" West, a distance of 231.63 feet to rear lot corner of Lots 1127 and 1128, said corner also being the point of termination.

## TOGETHER WITH:

A fifteen foot wide tract of land centered on a line commencing at the rear lot corner of Lot 816 and 817 which is also the point of beginning; thence South 16°48'24" East, a distance of 157.50 feet to a point; thence North 78°51'21" East, a distance of 289.32 feet to the rear lot corner of Lots 540 and 541, said corner also being the point of termination.

## Parcel 18

A portion of Tract "G", Pebble Beach Subdivision, as recorded in Plat Book 8, Pages 13A through 13L, inclusive, in the Public Records of Charlotte County, Florida, more particularly described as follows:

An easement being 12 feet wide lying 6 feet on either side of the following described line: commence at the intersection of the rear lot lines of Lots number 733 and 734 in said Pebble Beach Subdivision with their common side lot line for a Point of Beginning; thence Westerly along said common side lot line extended a distance of

150.00 feet, more or less, to a point, said point being on the common side lot line extended Southeasterly of Lots 705 and 706; thence N 47°32'47" W, along said common side lot line extended, a distance of 128 feet, more or less, to the rear lot corner of said Lots 705 and 706, which said lot corner is the point of termination.

TOGETHER WITH:

An easement being 12 feet wide lying 6 feet on either side of a line which commences at the intersection of rear lot line of Lots 374 and 375 with the common side lot line of said lots; thence Northwesterly along said common side lot line, extended a distance of 150 feet to its termination.

TOGETHER WITH:

An easement being 12 feet wide lying 6 feet either side of a line which commences at the rear lot corner of Lots 684 and 685; thence S 45°00'00" W, a distance of 185 feet, more or less, to its intersection with the common side lot line of Lots 679 and 680, extended Southeasterly; thence N 55°40'39" W, a distance of 25 feet, more or less, to the rear lot corner of said Lots 679 and 680, which said lot corner is the point of termination.

TOGETHER WITH:

An easement being 12 feet wide lying 6 feet either side of a line which commences at the rear lot corner of Lots 786 and 787; thence North a distance of 32 feet, more or less, along the common side lot line extended, of said Lots 786 and 787 to its intersection with the common side lot line, extended Southeasterly, of Lots 789 and 790; thence N 77°28'02" W, a distance of 30 feet, more or less, to the rear lot corner of said Lots 789 and 790, which said lot corner is the Point of Termination.

TOGETHER WITH:

The Southwesterly 20 feet of Lot 1081 in said Pebble Beach Subdivision.

Parcel 19

A 10 foot wide easement for water line lying 5 feet on either side of the following described centerline:

Commence at the Northeast corner of Lot 883 and the Northwest corner of Tract "B", of PEBBLE BEACH SUBDIVISION as recorded in Plat Book 8, Pages 13A to 13L, of the Official Records of Charlotte County, Florida;

thence along a curve concave to the Northwest having a radius of 7655 feet and a central angle of  $00^{\circ}30'05''$ , a distance of 67.00 feet, to the point of beginning; thence South  $70^{\circ}02'39''$  East, a distance of 211.10 feet; thence along a curve to the left, having a radius of 333.00 feet, and a central angle of  $23^{\circ}29'01''$ , a distance of 136.48 feet; thence North  $86^{\circ}28'40''$  East, a distance of 121.28 feet; thence along a curve to the right, having a radius of 367.00 feet, and a central angle of  $15^{\circ}25'16''$ , a distance of 98.77 feet; thence South  $78^{\circ}06'05''$  East, a distance of 168.66 feet; thence South  $87^{\circ}38'55''$  East, a distance of 65.00 feet; thence North  $81^{\circ}25'37''$  East, a distance of 145.00 feet, to the point of termination.

**Parcel 20**

A 10 foot wide easement for sanitary sewer lying 5 feet on either side of the following described centerline:

Commence at the Northeast corner of Lot 883 and the Northwest corner of Tract "B", of PEBBLE BEACH SUBDIVISION, as recorded in Plat Book 8, Pages 13A to 13L, of the Official Records of Charlotte County, Florida; thence South  $68^{\circ}45'06''$  East, a distance of 5.00 feet to the point of beginning; thence along a curve concave to the Northwest having a radius of 7650.00 feet and a central angle of  $00^{\circ}14'50''$ , a distance of 33.00 feet; thence South  $70^{\circ}05'05''$  East, a distance of 207.10 feet; thence along a curve to the left having a radius of 367.00 feet and a central angle of  $23^{\circ}29'01''$ , a distance of 150.42 feet; thence North  $86^{\circ}28'40''$  East, a distance of 121.28 feet; thence along a curve to the right, having a radius of 333.00 feet and a central angle of  $15^{\circ}25'14''$ , a distance of 89.63 feet; thence South  $78^{\circ}06'05''$  East, a distance of 133.66 feet; thence North  $11^{\circ}53'55''$  East, a distance of 150.00 feet; thence North  $56^{\circ}53'55''$  East, a distance of 50.00 feet; thence South  $78^{\circ}06'05''$  East, a distance of 213.00 feet; thence along a curve to the right, having a radius of 240.00 feet and a central angle of  $28^{\circ}52'52''$ , a distance of 120.97 feet to the point of termination.

**Parcel 21**

A portion of land in PEBBLE BEACH SUBDIVISION as recorded in Plat Book 8, Pages 13-A through 13-L, Public Records of Charlotte County, Florida, being more particularly described as follows:

Commence at the common rear lot corner of Lots 734 and 735; thence North  $63^{\circ}39'42''$  West a distance of 33.67 feet to the point of beginning. Thence South  $20^{\circ}58'33''$  West a distance of 77.52 feet to the P.C. of a curve concave to the East, said curve having a radius of 94.00 feet and a central angle of  $32^{\circ}06'29''$ ; thence continue along said

curve an arc distance of 52.68 feet to the end of said curve; thence South 10°04'38" East a distance of 119.58 feet to the P.C. of a curve concave to the Northwest, said curve having a radius of 140.00 feet and a central angle of 80°04'36"; thence continue along said curve an arc distance of 195.66 feet to the point of compound curve concave to the North, said curve having a radius of 95.00 feet and a central angle of 90°00'00"; thence continue along said curve an arc distance of 149.22 feet to the end of said curve; thence North 13°13'45" West a distance of 152.49 feet to the P.C. of a curve concave to the Southwest, said curve having a radius of 30.00 feet and a central angle of 76°22'15"; thence continue along said curve an arc distance of 39.99 feet to the end of said curve; thence North 89°24'59" West a distance of 97.93 feet to the P.C. of a curve concave to the Northeast, said curve having a radius of 80.00 feet and a central angle of 66°53'05"; thence continue along said curve an arc distance of 93.39 feet to the point of compound curve concave to the East, said curve having a radius of 155.00 feet and a central angle of South 58°49'40"; thence continue along said curve an arc distance of 159.14 feet to the end of said curve; thence North 24°55'40" East a distance of 54.38 feet; thence North 34°02'49" East a distance of 107.58 feet; thence North 52°58'02" East a distance of 110.84 feet; thence North 68°17'45" East a distance of 108.35 feet to the P.C. of a curve concave to the South, said curve having a radius of 90.00 feet and a central angle of 47°15'39"; thence continue along said curve an arc distance of 74.23 feet to the end of said curve; thence South 52°04'03" East a distance of 111.45 to the P.C. of a curve concave to the Southwest, said curve having a radius of 120.00 feet and a central angle of 30°00'00"; thence continue along said curve an arc distance of 62.83 feet to the end of said curve; thence South 09°46'48" East a distance of 100.00 feet to the P.C. of a curve concave to the West, said curve having a radius of 110.00 feet and a central angle of 30°45'22"; thence continue along said curve an arc distance of 59.05 feet to the end of said curve, said point also being the point of beginning.

**Parcel 22**

A portion of Tract "G", PEBBLE BEACH SUBDIVISION, as recorded in Plat Book 8, Pages 13A through 13L, inclusive, in the Public Records of Charlotte County, Florida, more particularly described as follows:

An easement being 12 feet wide lying 6 feet on either side of the following described line: commence at the intersection of the rear lot lines of Lots number 734 and 735 in said PEBBLE BEACH SUBDIVISION with their common side lot line for a point of beginning; thence Westerly

along said common side lot line extended a distance of 150.00 feet, to a point; thence North 47°32'47" West, along the common side lot line of Lots 705 and 706, extended, a distance of 258 feet, more or less, to the rear lot corner of said Lots 705 and 706, which said lot corner is the point of termination.

TOGETHER WITH:

An easement being 12 feet wide lying 6 feet on either side of a line which commences at the rear lot corner of Lots 684 and 685; thence South 45°00'00" West, a distance of 185 feet, more or less, to its intersection with the common side lot line of Lots 679 and 680, extended Southeasterly; thence North 55°40'39" West, a distance of 25 feet, more or less, to the rear lot corner of said Lots 679 and 680, which said lot corner is the point of termination.

TOGETHER WITH:

An easement being 12 feet wide lying 6 feet on either side of a line which commences at the rear lot corner of Lots 786 and 787; thence North a distance of 32 feet, more or less, along the common side lot line extended, of said Lots 786 and 787 to its intersection with the common side lot line, extended Southeasterly of Lots 789 and 790; thence North 77°28'02" West, a distance of 30 feet, more or less, to the rear lot corner of said Lots 789 and 790, which said lot corner is the point of termination.

TOGETHER WITH:

The Southwesterly 20 feet of Lot 1081 in said PEBBLE BEACH SUBDIVISION.

Parcel 23

Portions of Tract "G" in ROTONDA WEST PINEHURST SUBDIVISION as recorded in Plat Book 8 on Pages 12A through 12K, inclusive, in the Public Records of Charlotte County, Florida, more particularly described as follows:

A tract of land lying 6 feet either side of a line which commences at the rear corner of Lots 625 and 626; thence Northwesterly to the rear corner of Lots 659 and 660 where said line terminates.

TOGETHER WITH:

A tract of land lying 6 feet either side of a line which commences at the rear corner of Lots 512 and 513; thence Northeasterly to the rear corner of Lots 842 and 843 where said line terminates.

## TOGETHER WITH:

A tract of land lying 6 feet either side of a line which commences at the rear lot corner of Lots 1145 and 1146; thence Southwesterly to the rear lot corner of Lots 784 and 785 where said line terminates.

## TOGETHER WITH:

A tract of land lying 10 feet either side of a line which commences at the rear lot corner of Lots 694 and 695; thence Westerly along the extended common lot line of said lots to a point where said line intersects the Easterly extension of the common lot line of Lots 808 and 809; thence along said line to the rear corner of said Lots 808 and 809 where said line terminates.

## TOGETHER WITH:

A tract of land lying 10 feet either side of a line which commences at the rear corner of Lots 692 and 693; thence Southwesterly along their common lot line extended to its intersection with the common lot line extended Easterly of Lots 810 and 811; thence along said Easterly extended common lot line to the rear corner of said Lots 810 and 811 where said line terminates.

## TOGETHER WITH:

A tract of land lying 10 feet either side of a line which commences at the rear corner of Lots 568 and 569; thence Northerly to its intersection with the common lot line extended Easterly of Lots 810 and 811 and its intersection with the common lot line extended Southwesterly of Lots 692 and 693 where said line terminates.

## Parcel 24

Portions of Tract "G" in ROTONDA WEST PINE VALLEY SUBDIVISION as recorded in Plat Book 8 on Pages 16A through 16K, inclusive, of the Public Records of Charlotte County, Florida, more particularly described as follows:

A tract of land lying 10 feet either side of a line which commences at the rear corner of Lots 618 and 619 and terminates at the rear corner of Lots 666 and 667.

## TOGETHER WITH:

A tract of land lying 10 feet either side of a line which commences at the rear corner of Lots 722 and 723 and terminates at the rear corner of Lots 1099 and 1100.

## TOGETHER WITH:

A tract of land lying 10 feet either side of a line which commences at the rear corner of Lots 1148 and 1149 and terminates at the rear lot corner of Lots 778 and 779.

## TOGETHER WITH:

A tract of land lying 10 feet either side of a line which commences at the rear corner of Lots 833 and 834 and terminates at the rear corner of Lots 521 and 522.

## Parcel 25

A portion of land in ST. ANDREWS SUBDIVISION as recorded in Plat Book 8, Pages 21-A through 21-O, Public Records of Charlotte County, Florida, being more particularly described as follows:

Commence at the common rear lot corner of Lots 236 and 237, said point being the point of beginning and a point on a curve concave to the Northeast having a radius of 7960.00 feet and a central angle of  $0^{\circ}6'29''$ , thence continue Westerly along said curve an arc distance of 15.00 feet; thence North  $37^{\circ}53'28''$  East a distance of 50.00 feet to a point on a curve concave to the Northeast, said curve having a radius of 7910.00 feet and a central angle of  $0^{\circ}13'02''$ ; thence continue Easterly along said curve an arc distance of 30.00 feet; thence South  $37^{\circ}53'28''$  West a distance of 50.00 feet to a point on a curve concave to the Northeast said curve having a radius of 7960.00 feet and a central angle of  $0^{\circ}6'29''$ ; thence continue along said curve an arc distance of 15.00 feet to the point of beginning.

## Parcel 26

Lot 13, 14, 23, 24, 91, 92, 93, 94 and 95, Block 16, ROTONDA SANDS NORTH REPLAT UNIT 1 as recorded in Plat Book 11, Pages 4A through 4Z2, inclusive, of the Public Records of Charlotte County, Florida.

## Parcel 27

A parcel of land in ROTONDA SHORES SUBDIVISION as recorded in Plat Book 10, Pages 7A through 7N, inclusive, of the Public Records of Charlotte County, Florida, more particularly described as follows:

Commence at the Northwest corner of Lot 159 for a point of beginning; thence Southeasterly along the rear line of said Lot 159 a distance of 65.23 feet to the North right-of-way line of Indiana Road; thence North  $90^{\circ}00'00''$  West 100 feet more or less to the intersection of the North side lot line of Lot 159 extended Southwesterly with said North right-of-way line; thence North  $46^{\circ}50'15''$  East, a distance of 70 feet, more or less, to the point of



beginning.

**Parcel 28**

The Westerly 25 feet of Lot 5 ROTONDA WEST ST. ANDREWS SUBDIVISION as recorded in Plat Book 8, Pages 21A through 21L, inclusive, of the Public Records of Charlotte County, Florida.

**Parcel 29**

A portion of Lot 252, ST. ANDREWS SUBDIVISION, as recorded in Plat Book 8, Pages 21-A through 21-L, inclusive, in the Public Records of Charlotte County, Florida, more particularly described as follows:

Commence at the Southeasterly corner (rear) of said Lot 252 for a point of beginning; thence Northwesterly along the rear lot line of said Lot 252, a distance of 81.33 feet to the Southwesterly corner of said lot; thence North 43°09'39" East along the common side lot line of Lots 251 and 252, a distance of 20 feet; thence Southeasterly along a line parallel to the rear line of said Lot 252 to its intersection with the common side lot line between Lots 252 and 253; thence South 42°36'19" West, a distance of 20 feet to the point of beginning.

**Parcel 30**

A portion of Tract "G" in ROTONDA WEST WHITE MARSH SUBDIVISION as recorded in Plat Book 8 on Pages 17A through 17L, inclusive, of the Public Records of Charlotte County, Florida, more particularly described as follows:

A tract of land lying 10 feet either side of a line which commences at the rear corner of Lots 670 and 671 and terminates at the rear corner of Lots 799 and 800.

**Parcel 31**

The Northerly 20.00 feet of the Southerly 60.00 feet of Lot 393, CAPE HAZE WINDWARD SUBDIVISION, as recorded in Plat Book 15, Pages 59-A through 59-O, inclusive, of the Public Records of Charlotte County, Florida.

**Parcel 32**

A portion of land in CAPE HAZE WINDWARD SUBDIVISION as recorded in Plat Book 15, Pages 59A through 59O, Public Records of Charlotte County, Florida.

Commence at the Northeast corner of Lot 131; thence South 05°40'45" West a distance of 150.00 feet to the Point of Beginning; thence South 04°19'15" East a distance of 50.00 feet; thence South 05°40'45" West a distance of 10.00 feet; thence North 84°19'15"

West a distance of 50.00 feet; thence North 05°40'45" East a distance of 10.00 feet to the Point of Beginning.

**Parcel 33**

A portion of land in CAPE HAZE WINDWARD SUBDIVISION as recorded in Plat Book 15, Pages 59A through 590, Public Records of Charlotte County, Florida, being more particularly described as follows:

Commence at the common rear lot corner of Lots 265 and 266; thence North 87°30'00" East a distance of 53.70 feet to the point of beginning; thence South 47°30'00" a distance of 14.14 feet; thence North 87°30'00" East a distance of 84.0 feet; thence North 51°50'27" West a distance of 15.35 feet; thence South 87°30'00" West a distance of 82.35 feet to the point of beginning.

A portion of an undesignated parcel of land in CAPE HAZE WINDWARD SUBDIVISION as recorded in Plat Book 15, Pages 59A through 590, Public Records of Charlotte County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Lot 303, said point is also on the Southwesterly right-of-way of Arlington Drive, said point also being the point of beginning. Thence South 42°30'00" West a distance of 50.00 feet; thence North 47°30'00" West a distance of 61.17 feet; thence North 38°09'33" East a distance of 23.17 feet to the P.C. of a curve concave to the Southeast, having a radius of 25.00 feet and a central angle of 94°20'27", continue along said curve an arc distance of 41.16 feet to the P.T. of said curve; thence South 42°30'00" West a distance of 38.00 feet to the point of beginning.

A portion of land in CAPE HAZE WINDWARD SUBDIVISION as recorded in Plat Book 15, Pages 59A through 590, Public Records of Charlotte County, Florida being more particularly described as follows:

Commence at the common rear lot corner of Lots 267 and 268; thence South 02°30'00" East a distance of 60.77 feet to the Point of Beginning; thence South 45°04'10" East a distance of 50.12 feet; thence South 43°44'00" West a distance of 10.00 feet; thence North 45°04'10" West a distance of 49.91 feet; thence North 42°30'00" West a distance of 10.00 feet to the point of beginning.

A portion of land in CAPE HAZE WINDWARD SUBDIVISION as recorded in Plat Book 15, Pages 59A through 590, Public Records of Charlotte County, Florida, being more particularly described as follows:

Commence at the common rear lot corner or Lots 278 and 277; thence South 01°16'00" East a distance of 60.77 feet to the point of beginning; thence South 01°16'00" East a distance of 91.73; thence South 74°10'00" West a distance

of 2.69 feet; thence South 29°10'00" West a distance of 14.60 feet; thence North 01°16'00" East a distance of 95.04 feet; thence North 43°44'00" East a distance of 14.14 feet to the point of beginning.

A portion of land in CAPE HAZE WINDWARD SUBDIVISION as recorded in Plat Book 15, Pages 59A through 590, Public Records of Charlotte County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Lot 292; thence South 29°10'00" West a distance of 10.00 feet; thence North 60°50'00" West a distance of 45.01 feet; thence North 29°10'00" East a distance of 10 feet; thence South 60°50'00" East a distance of 45.01 feet to the point of beginning.

Commence at the Northeast corner of Lot 161, CAPE HAZE WINDWARD SUBDIVISION as recorded in Plat Book 15, Pages 59A through 590, Public Records of Charlotte County, Florida, said point also being the point of beginning. Thence South 84°19'16" East a distance of 49.19; thence South 5°40'45" West a distance of 10.00 feet; thence North 84°19'16" West a distance of 49.24 feet; thence North 05°55'48" East a distance of 10.00 feet to the point of beginning.

A portion of land in CAPE HAZE WINDWARD SUBDIVISION as recorded in Plat Book 15, Pages 59A through 590, Public Records of Charlotte County, Florida, being more particularly described as follows:

Commence at the common rear lot corner of Lots 208 and 209, said point also being the point of beginning. Thence North 84°04'04" East a distance of 60.00 feet to a point on the rear lot line of Lot 210, said point also being the point of terminus.

A portion of land in CAPE HAZE WINDWARD SUBDIVISION as recorded in Plat Book 15, Pages 59A through 590, Public Records of Charlotte County, Florida, being more particularly described as follows:

Commence at the common rear lot corner of Lots 206 and 207, said point also being the point of beginning. Thence South 84°04'04" East a distance of 60.00 feet to a point on the rear lot line of Lot 212, said point also being the point of terminus.

A portion of land in CAPE HAZE WINDWARD SUBDIVISION as recorded in Plat Book 15, Pages 59A through 590, Public Records of Charlotte County, Florida, being more particularly described as follows:

Commence at the common rear lot corner of Lots 204 and 205, said point also being the point of beginning. Thence South 84°04'04" East a distance of 60.00 feet to a point on the rear lot line of Lot 214, said point also being the point of terminus.

A portion of land in CAPE HAZE WINDWARD SUBDIVISION as recorded in Plat Book 15, Pages 59A through 590, Public Records of Charlotte County, Florida, being more particularly described as follows:

Commence at the common rear lot corner of Lots 202 and 203, said point also being the point of beginning. Thence South  $80^{\circ}26'56''$  East a distance of 53.82 feet to the common rear lot corner of Lots 216 and 217, said point also being the point of terminus.

A portion of land in CAPE HAZE WINDWARD SUBDIVISION as recorded in Plat Book 15, Pages 59A through 590, Public Records of Charlotte County, Florida, being more particularly described as follows:

Commence at the common lot corner of Lots 200 and 201, said point also being the point of beginning. Thence South  $39^{\circ}15'44''$  East a distance of 94.49 feet to the common rear lot corner of Lots 220 and 221, said point also being the point of terminus.

A portion of land in CAPE HAZE WINDWARD SUBDIVISION as recorded in Plat Book 15, Pages 59A through 590, Public Records of Charlotte County, Florida, being more particularly described as follows:

Commence at the common lot corner of Lots 198 and 199, said point also being the point of beginning. Thence South  $47^{\circ}14'45''$  East a distance of 127.42 feet to the common rear lot corner of Lots 222 and 223, said point also being the point of terminus.

A portion of land in CAPE HAZE WINDWARD SUBDIVISION as recorded in Plat Book 15, Pages 59A through 590, Public Records of Charlotte County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Lot 195; thence South  $46^{\circ}11'01''$  West a distance of 5.00 feet to the point of beginning; thence South  $42^{\circ}30'00''$  East a distance of 43.00 feet to a point on the rear lot line of Lot 224, said point also being the point of terminus.

A portion of land in CAPE HAZE WINDWARD SUBDIVISION as recorded in Plat Book 15, Pages 59A through 590, Public Records of Charlotte County, Florida, being more particularly described as follows:

The Northwesterly 10.00 feet of the greenbelt lying between Lots 179 and 181, the Northwesterly line of which commences at the Northwest corner of Lot 179 and terminates on the rear property line of Lot 181, said Northwesterly line between Lot 179 and Lot 181 having a bearing of South  $50^{\circ}03'09''$  West.

Parcel 34

A portion of land in CAPE HAZE WINDWARD SUBDIVISION as recorded in

Plat Book 15, Pages 59A through 590, Public Records of Charlotte County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Lot 109; said point also being the point of beginning; thence North 54°00'00" West a distance of 14.52 feet; thence North 10°28'46" West a distance of 37.93 feet; thence South 41°10'00" East a distance of 19.59 feet; thence South 10°28'46" East a distance of 31.61 feet to the point of beginning.

Commence at the Southwest corner of Lot 120 of CAPE HAZE WINDWARD SUBDIVISION as recorded in Plat Book 15, Pages 59A through 590, Public Records of Charlotte County, Florida; thence South 19°50'00" East a distance of 52.50 feet to the point of beginning; thence South 25°10'00" West a distance of 7.07 feet; thence South 19°50'00" East a distance of 57.50 feet; thence South 64°50'00" East a distance of 7.07 feet to the point of termination.

Commence at the Southeast corner of Lot 125 of CAPE HAZE WINDWARD SUBDIVISION as recorded in Plat Book 15, Pages 59A through 590, Public Records of Charlotte County, Florida; thence South 19°50'00" East a distance of 52.50 feet to the point of beginning; thence South 64°50'00" East a distance of 7.07 feet; thence South 19°50'00" East a distance of 57.50 feet; thence South 25°10'00" West a distance of 7.07 feet to the point of termination.

Commence at the Northeast corner of Lot 131 of CAPE HAZE WINDWARD SUBDIVISION as recorded in Plat Book 15, Pages 59A through 590, Public Records of Charlotte County, Florida; thence South 05°40'45" West a distance of 150.00 feet to the point of beginning; thence South 05°40'45" West a distance of 10.00 feet; thence North 84°19'15" West a distance of 10.00 feet; thence North 84°19'15" West a distance of 272.18 feet; thence South 70°10'00" West a distance of 84.69 feet; thence North 19°50'00" West a distance of 10.00 feet; thence North 70°10'00" East a distance of 86.51 feet; thence South 84°19'15" East a distance of 274.89 feet to the point of beginning.

A portion of land in CAPE HAZE WINDWARD SUBDIVISION as recorded in Plat Book 15, Pages 59A through 590, Public Records of Charlotte County, Florida.

Commence at the Northwest corner of Lot 132; thence South 05°40'45" West a distance of 150.00 feet to the point of beginning; thence North 84°19'15" West a distance of 10.00 feet; thence South 05°40'45" a distance of 60.00 feet; thence South 84°19'15" West a distance of 10.00 feet; thence North 05°40'45" East a distance of 60.00 feet to the point of beginning.

A portion of land in CAPE HAZE WINDWARD SUBDIVISION as recorded in Plat Book 15, Pages 59A through 590, Public Records of Charlotte County, Florida.

Commence at the common rear lot corner of Lots 135 and 136; thence

North 84°19'15" West a distance of 85.00 feet to the point of beginning; thence North 39°19'15" West a distance of 14.15 feet; thence North 84°19'15" West a distance of 84.99 feet; thence North 05°40'45" West a distance of 145.00 feet; thence North 84°19'15" West a distance of 10.00 feet; thence South 05°40'45" West a distance of 155.00 feet; thence South 84°19'15" East a distance of 105.00 feet to the point of beginning.

Commence at the Northwest corner of Lot 150 of CAPE HAZE WINDWARD SUBDIVISION as recorded in Plat Book 15, Pages 59A through 590, Public Records of Charlotte County, Florida; thence North 84°19'15" West a distance of 60.00 feet to the point of beginning; thence South 05°40'45" West a distance of 365.00 feet; thence North 84°19'15" West a distance of 105.00 feet; thence North 50°40'45" East a distance of 14.15 feet; thence South 84°19'15" East a distance of 84.99 feet; thence North 05°40'45" East a distance of 355.00 feet; thence South 84°19'15" East a distance of 10.00 feet to the point of beginning.

A portion of an undesignated parcel of land in CAPE HAZE WINDWARD SUBDIVISION as recorded in Plat Book 15, Pages 59A through 590, Public Records of Charlotte County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Lot 390, said point also being the point of beginning and the P.C. of a curve concave to the East, said curve having a radius of 195.10 feet, a central angle of 54°54'56"; thence continue Northerly along said curve an arc distance of 186.99 feet to the P.T. of said curve; thence continue due North a distance of 76.32 feet to the South right-of-way of Eastwind Drive, said point also being the point of termination. Said 10 foot easement being bounded to the Southwest by the above described line and to the Northeast by said undesignated parcel of land.

A portion of land in CAPE HAZE WINDWARD as recorded in Plat Book 15, Pages 59A through 590, Public Records of Charlotte County, Florida, being more particularly described as follows:

The Northeasterly 10.00 feet of Lot 381 as it abuts the South right-of-way of Windsor Drive.

A portion of land in CAPE HAZE WINDWARD SUBDIVISION as recorded in Plat Book 15, Pages 59A through 590, Public Records of Charlotte County, Florida, being more particularly described as follows:

Commence at the centerline intersection of Cape Haze Drive and Eastwind Drive; thence South 84°19'15" East a distance of 609.98 feet; thence North 02°25'05" East a distance of 30.05 feet, to the point of beginning. Thence North 02°25'05" East a distance of 64.71 feet to the point of terminus. Said 8 foot easement being centered on the above described line.

**Parcel 35**

Commence at the Northwest corner of Lot 122 of CAPE HAZE WINDWARD SUBDIVISION as recorded in Plat Book 15, Pages 59A through 590, Public Records of Charlotte County, Florida.

Thence South 19°50'00" East a distance of 66.00 feet to the point of beginning; thence continue along said line a distance of 10.00 feet; thence North 70°10'00" East, a distance of 360.00 feet; thence North 19°50'00" West a distance of 10.00 feet; thence South 70°10'00" West a distance of 360.00 feet to the point of beginning.

**Parcel 36**

A portion of land in CAPE HAZE WINDWARD SUBDIVISION as recorded in Plat Book 15, Pages 59A through 590, Public Records of Charlotte County, Florida, being more particularly described as follows:

Commence at the centerline intersection of Cape Haze Drive and Eastwind Drive; thence North 05°40'45" a distance of 176.19 feet; thence South 84°19'15" East a distance of 40.00 feet; thence South 05°40'45" West a distance of 32.00 feet to the point of beginning; thence South 84°19'15" East a distance of 10.00 feet; thence South 05°40'45" West a distance of 24.00 feet; thence North 84°19'15" West a distance of 10.00 feet; thence North 05°40'45" East a distance of 24.00 feet to the point of beginning.

**Parcel 37**

The North 30 feet of Lot Number 393, CAPE HAZE WINDWARD SUBDIVISION, as recorded in Plat Book 15, Pages 59-A through 59-O, inclusive, of the Public Records of Charlotte County, Florida.

**Parcel 38**

A 20 foot wide easement crossing a portion of Tract "D" of the Cape Haze Windward subdivision, as recorded in Plat Book 15, Pages 59A through 590, inclusive, of the Public Records of Charlotte County, Florida, more particularly described as follows:

Commence at a concrete monument that is the southeast corner of the northwest quarter of section 35, Township 41 South Range 20 East; thence N 89 degrees 26'14"E a distance of 1,126.39 feet to the point of tangency of a curve on the easterly right-of-way line of Arlington Drive which said point is also a corner of said Tract "D" and the point of beginning; thence continue N 89 Degree, 36'14" E a distance of 342.31 feet to the northeast corner of Tract "D" thence S. 02 Degrees 17'36" e, a distance of 25.00 feet to a point on the east line of said Tract; thence S. 89 Degrees 26'14" W a distance of 342 feet, more or less, to the easterly right-of-way line

of Arlington Drive; thence northerly along said right-of-way line to the point of beginning.

Together with:

The easterly 25.00 feet of said Tract "D" less the north 25.00 feet thereof.

Together with:

That portion of said tract "D" being 25 feet wide the centerline of which is described as follows: Commence at the intersection of Cape Haze Drive and Eastwind Drive in said Cape Haze Windward Subdivision, thence N 05 Degrees 40'45" E a distance of 30.00 feet, thence S 84 degrees 19'15" E along the north right-of-way line of Eastwind drive a distance of 613.49 feet to the point of beginning of said centerline; thence N 05 Degrees 40'45" E, a distance of 130.00 feet, thence N. 82 degrees 40'45"E a distance of 607.24 feet to a point, which point is 25.00 feet west of the easterly boundary of said tract "D"; and which point is the terminus of the centerline of said 25 foot wide easement.

Together with:

The northerly 20 feet of the southerly 60 feet of lot number 393 in said Cape Haze Windward Subdivision.

Together with the free right of ingress and egress over and across such property, insofar as such right of ingress and egress is necessary for the proper use of any right granted herein.

Parcel 39

(E)

A portion of land in Cape Haze Windward Subdivision as recorded in Plat Book 15, Pages 59A through 59O, Public Records of Charlotte County, Florida being more particularly described as follows:

Commence at the Southwest corner of Lot 117, said point also being the Point of Beginning, thence South 59°33'43" West a distance of 77.09 feet, thence North 41°10'00" West a distance of 10.00 feet, thence North 48°50'00" East a distance of 77.09 feet, thence South 41°10'00" East a distance of 10.00 feet to the Point of Beginning.

(JJ)

A portion of land in Cape Haze Windward Subdivision as Recorded in Plat Book 15, Page 59N, Public Records of Charlotte County, Florida, being more particularly described as follows:

Commence at the Centerline of Cul-de-sac Coral Creek Circle, thence North 77°04'33" West a distance of 20.00 feet, thence North



12°55'27" East a distance of 77.13 feet, thence south 77°04'33" East a distance of 30.00 feet to the Point of Beginning, thence South 77°04'33" East a distance of 35.27 feet to a point on a curve concave to the Southwest, said curve having a radius of 2988.62 feet and a central Angle of 0°14'33", thence continue along said curve an Arc distance of 12.65 feet to the end of said curve, thence North 77°04'33" West a distance of 41.87 feet to a point on a curve concave to the East, said curve having a Radius of 44.36 feet and a Central Angle of 13°01'30", thence continue along said curve an Arc distance of 10.08 feet to the Point of Beginning.

## G-1

A portion of land in Cape Haze Windward Subdivision as Recorded in Plat Book 15, Pages 59A through 590, Public Records of Charlotte County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Lot 120, thence South 19°50'00" East a distance of 52.50 feet to the Point of beginning thence South 25°10'00" West a distance of 7.07 feet, thence North 70°10'00" East a distance of 5.00 feet, thence North 19°50'00" West a distance of 56.00 feet to the Point of Termination.

## G-2

A portion of land in Cape Haze Windward subdivision as Recorded in Plat Book 15, Pages 59A through 590, Public Records of Charlotte County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Lot 121, said point also being the Point of Beginning, thence South 70°10'00" West a distance of 5.00 feet, thence South 64°50'00" East a distance of 7.07 feet, thence North 19°50'00": West a distance of 5.00 feet to the Point of Beginning.

## I-1

A portion of land in Cape Haze Windward Subdivision as recorded in Plat Book 15, Pages 59A through 590, Public Records of Charlotte County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Lot 125, thence south 19°50'00" East a distance of 52.50 feet to the Point of Beginning, thence South 64°50'00" East a distance of 7.07 feet, thence south 70°10'00' West a distance of 5.00 feet, thence North 19°50'00" West a distance of 5.00 feet to the Point of Beginning.

## I-2

A portion of land in Cape Haze Windward Subdivision as recorded in Plat Book 15, Pages 59A through 590, Public Records of Charlotte County, Florida, being more particularly described as follows:

Commence at the southeast corner of Lot 124, said point also being

the Point of Beginning, thence North 70°10'00" East a distance of 5.00 feet, thence south 64°50'00" East a distance of 7.07 feet, thence North 19°50'00" West a distance of 5.00 feet to the Point of Beginning.

## M-1

A portion of land in Cape Haze Windward Subdivision as recorded in Plat Book 15, Pages 59A through 590, Public Records of Charlotte County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Lot 149, said point also being the Point of Beginning, thence North 84°19'15" West a distance of 65.00 feet, thence North 05°40'45" East a distance of 6.00 feet, thence south 84°19'15" East a distance of 65.00 feet, thence South 05°40'45" West a distance of 6.00 feet to the Point of Beginning.

## M-2

A portion of land in Cape Haze Windward Subdivision as recorded in Plat Book 15, Pages 59A through 590, Public Records of Charlotte County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Lot 108, said point also being the Point of Beginning, thence North 84°19'15" West a distance of 15.00 feet, thence North 05°40'45" East a distance of 85.00 feet, thence South 84°19'15" East a distance of 15.00 feet, thence South 05°40'45" East a distance of 85.00 feet, thence North 84°19'15" West a distance of 15.00 feet to the point of beginning.

## N

A portion of land in Cape Haze Windward Subdivision as recorded in Plat Book 15, Pages 59A through 590, Public Records of Charlotte County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Lot 147, thence South 05°40'45" West a distance of 24.02 feet to the Point of Beginning, thence South 05°40'45" West a distance of 17.17 feet to the P.C. of a curve concave to the Northwest said Curve having a Radius of 25.00 feet, a central angle of 90°00'/00" and an Arc distance of 39.27 feet, thence continue along said curve a chord Bearing of South 50°45'00" West and a chord distance of 35.36 feet to the P.T. of said curve, thence North 84°19'15" West a distance of 49.62 feet, thence North 05°40'45" East a distance of 42.17 feet, thence South 84°19'15" East a distance of 74.62 feet to the Point of Beginning.

## N-2

A portion of land in Cape Haze Windward Subdivision as recorded in Plat Book 15, Pages 59A through 590, Public Records of Charlotte County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Lot 149, thence south

054°40'45" West a distance of 15.00 feet to the Point of Beginning, thence South 05°40'45" West a distance of 26.19 feet to the P.C. of a curve concave to the Northwest said curve having a Radius of 25.00 feet and a Central Angle of 90°00'00" thence continue along said curve an Arc distance of 39.27 feet to the P.T. of said curve, thence North 84°19'15" West a distance of 125.00 feet, thence North 05°40'45" East a distance of 51.19 feet, thence South 84°19'15" East a distance of 150.00 feet to the Point of Beginning.

## Q

A portion of Cape Haze Windward Golf Course, Cape Haze Windward Subdivision as recorded in Plat Book 15, Pages 59A through 590, Public Records of Charlotte County, Florida, being more particularly described as follows:

The Northerly 10 feet of the golf course, bounded on the east by Lot 381 on the West by Lot 237 and on the North by Windsor Drive.

## R

A portion of land in Cape Haze Windward Subdivision as recorded in Plat Book 15, Pages 59A through 590, Public Records of Charlotte County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Lot 244 thence south 05°55'56" West a distance of 41.20 feet, thence North 51°50'27" West a distance of 11.82 feet, thence North 05°55'56" East a distance of 34.89 thence south 84°04'04" East a distance of 10.00 feet to the Point of Beginning.

## Y

A portion of land in Cape Haze Windward Subdivision as recorded in Plat Book 15, Pages 59A through 590, Public Records of Charlotte County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Lot 363, thence North 59°22'57" East a distance of 5.00 feet to the Point of Beginning, thence South 32°52'01" East a distance of 104.14 feet, thence South 18°10'46" West a distance of 93.90 feet to the P.C. of a curve concave to the Southeast, said curve having a Radius of 2163.88 and a Central Angle of 5°23'16", to the end of said curve, thence south 77°04'33" East a distance of 154.73 feet to the Point of Termination.

**PARCEL 40**

Parcel A. A 30 foot wide parcel lying 15 feet either side of the following described centerline: Commence at the centerline intersection of Parade and Rotonda Boulevard West, as shown on said plat of Rotonda West Pebble Beach; thence east a distance of 50 feet to a point on the east right-of-way line of Parade for a Point of Beginning; thence continue east along the centerline extended of Rotonda Boulevard West, a distance of 950.00 feet to a point. Said point being the end of the centerline of said Parcel A, together with:

Parcel B. A 30 foot wide parcel lying 15 feet to either side of the following described centerline: Commence at the centerline intersection of Parade and Rotonda Boulevard West, as shown on said plat of Rotonda West Pebble Beach; thence east along the centerline extended of said Rotonda Boulevard West, a distance of 1500 feet to the Point of Beginning; thence continue east 950 feet to a point on the west right-of-way line of Parade. Said point being the end of centerline of said Parcel B, together with:

Parcel C. A 30 foot wide parcel lying 15 feet to either side of the following described centerline: Commence at the centerline intersection of Parade and Rotonda Boulevard North; as shown on said plat of Rotonda West Pinehurst; thence south along the centerline extended of said Rotonda Boulevard North, a distance of 50 feet to the south right-of-way of Parade for a Point of Beginning; thence continue south along said centerline extended a distance of 1075 feet to a point. Said point being the end of the centerline of said Parcel C.