

APPLICATION FOR PUBLIC LODGING ESTABLISHMENT EXEMPTION
SECTION 367.022(4), FLORIDA STATUTES
RULE 25-30.060(3)(d), FLORIDA ADMINISTRATIVE CODE

NAME OF SYSTEM: Lodge Lodge RV Park + Pavilion Rest. Lodge Lodge Inc.
PHYSICAL ADDRESS OF SYSTEM: 7205 Lodge Lodge Road
Bradenton FL 34202
MAILING ADDRESS (IF DIFFERENT): _____

COUNTY: Manatee

PRIMARY CONTACT PERSON:

NAME: F. DAVID GANSKY
ADDRESS: 7205 Lodge Lodge Road
Bradenton FL 34202
PHONE #: 914 755 2757

NAMES OF OWNER(S): Elaine + Frank + David Gansky

NATURE OF APPLICANT'S BUSINESS ORGANIZATION: (CORPORATION)
PARTNERSHIP, SOLE PROPRIETOR, ETC.)

I believe this system to be exempt from the regulation of the Florida Public Service Commission pursuant to Section 367.022(4), Florida Statutes, for the following reasons:

1. The public lodging establishment will provide utility service solely in connection with service to its guests.
2. The utility services provided are:
Water yes (Yes or No) Wastewater _____ (Yes or No)
For utility service not provided, state how handled:
Manatee County Sewer
3. The service territory is located at: SAME

PUBLIC LODGING ESTABLISHMENT EXEMPTION

I am aware that pursuant to Section 837.06, Florida Statutes, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in S. 775.082, S. 775.083, or S. 775.084.

11-28-95
(Date)

F. David Gansky
Applicant's Signature

F. David Gansky
Applicant's Name (Typed or Printed)

Sec + Treas
Applicant's Title

When you finish filling out the application, the original and four copies should be mailed to:

**Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850**

APPLICATION FOR NON-JURISDICTIONAL ENTITIES
SECTION 367.021(12), FLORIDA STATUTES
RULE 25-30.060(3)(j), FLORIDA ADMINISTRATIVE CODE

Ligra Lodge Inc.

NAME OF SYSTEM: Ligra Lodge Water

PHYSICAL ADDRESS OF SYSTEM: 7205 Ligra Lodge Road
Bradenton FL 34202

MAILING ADDRESS (IF DIFFERENT): _____

COUNTY: Manatee

PRIMARY CONTACT PERSON:

NAME: F DAVID GANSKY

ADDRESS: 7205 Ligra Lodge Road
Bradenton FL 34202

PHONE #: 941 755 2757

NAMES OF OWNER(S): Elaine GANSKY, Frank GANSKY + DAVID GANSKY

NATURE OF APPLICANT'S BUSINESS ORGANIZATION: CORPORATION
(PARTNERSHIP, SOLE PROPRIETOR, ETC.)

I believe this system to be exempt from the regulation of the Florida Public Service Commission pursuant to Section 367, Florida Statutes, for the following reasons:

1. There is no charge for providing utility service.
2. All costs of providing service are treated or recovered as operational expenses.
3. The utility services provided are:
Water YES (Yes or No) Wastewater _____ (Yes or No)

For utility service not provided, state how handled:

Manatee County Sewer

4. The service territory is located at: SAME

DOCUMENT NUMBER-DATE

12097 DEC-4 82

FPSC-90 FORMS/REPORTING

APPLICATION FOR NON-JURISDICTIONAL ENTITIES

I am aware that pursuant to Section 837.06, Florida Statutes, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in S. 775.082, S. 775.083, or S. 775.084.

11-28-95

(Date)

F. David Gamsky

Applicant's Signature

F. DAVID GAMSKY

Applicant's Name (Typed or Printed)

Sec + Tres.

Applicant's Title

When you finish filling out this application, the original and four copies should be mailed to:

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

APPLICATION FOR LANDLORD-TENANT EXEMPTION
SECTION 367.022(5), FLORIDA STATUTES
RULE 25-30.060(3)(e), FLORIDA ADMINISTRATIVE CODE

NAME OF SYSTEM: Linger Lodge RV Park + Pavilion Rest *Linger Lodge INC.*
PHYSICAL ADDRESS OF SYSTEM: 7205 Linger Lodge Road
Bradenton FL 34202
MAILING ADDRESS (IF DIFFERENT): SAME

COUNTY: Manatee

PRIMARY CONTACT PERSON:

NAME: F. DAVID GAMSKY
ADDRESS: 7205 Linger Lodge Road
Bradenton FL 34202
PHONE #: 914 755 2757

NAMES OF OWNER(S): Frank Elaine + DAVID GAMSKY

NATURE OF APPLICANT'S BUSINESS ORGANIZATION: (CORPORATION,
PARTNERSHIP, SOLE PROPRIETOR, ETC.)

I believe this system to be exempt from regulation of the Florida Public Service Commission pursuant to Section 367.022(5), Florida Statutes, for the following reasons:

1. The landlord will provide utility service solely to its tenants.
2. Charges for service are non-specifically contained in rental charges.
3. The utility services provided are:
Water YES (Yes or No) Wastewater _____ (Yes or No)

Manatee County Sewer

For utility service not provided, state how handled:

APPLICATION FOR LANDLORD-TENANT EXEMPTION

4. The service territory is located at: 7205 Lignite Ledge Road
Bradenton FL 34202
5. Attached is a copy of the landlord's most recent version of a standard lease or rental agreement.

I am aware that pursuant to Section 837.06, Florida Statutes, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in S. 775.082, S. 775.083, or S. 775.084.

11.28.95
(Date)

F. David Gamsky
Applicant's Signature **

F. DAVID GAMSKY
Applicant's Name (Typed or Printed)

Sec. + Pres.
Applicant's Title

- ** If applicant is not the Owner of property for which the exemption is being requested, a Letter of Authorization from the Owner must be attached to application.

When you finish filling out the application, the original and four copies of application and lease or rental agreement should be mailed to:

Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850



LINGER LODGE

R.V. RESORT & PAVILION RESTAURANT

Lease Agreement

Dear Linger Lodge resident:

Florida law (Section 83.695, Florida Statutes) requires that managers of mobile home / park model resorts offer written leases to mobile home tenants. Accordingly, we have prepared a lease pertaining to the lot you now occupy at Linger Lodge R.V. Resort.

We are enclosing two copies of the lease and ask that you sign both copies, witness both copies and return them to us for signature. We will then return a copy of the completed lease, for your records.

Enclosed you will find a copy of the Linger Lodge R.V. Resort Rules and Regulations. If you have any questions concerning the lease agreement or rules and regulations, please discuss them with me.

Again, please return the signed lease at your earliest convenience.

Very truly yours,

Frank Gamsky
Linger Lodger R.V. Resort, Inc.





LINGER LODGE

R. V. RESORT & PAVILION RESTAURANT

Lease Agreement

THIS LEASE, made and entered into on this _____ day of _____, 19____, by and between Linger Lodge R.V. Resort, Inc. hereinafter referred to as LANDLORD, and _____ hereinafter referred to as TENANT.

WITNESSETH: That in consideration of the rent, covenants and agreements to be kept and performed by TENANT hereunder, LANDLORD rents to TENANT and TENANT leases from LANDLORD the premises subject to the terms and conditions as hereinafter set forth.

1. It is specifically understood and agreed by and between the parties hereto that this is a bona fide offer to lease for a specified term upon the same terms and conditions as leases offered to other tenants in the resort, excepting only rent variations based upon lot location, lot size, services offered to said lot, or other economic factors.

2. It is specifically understood and agreed by and between the parties hereto that part III of Chapter 83, Florida Statutes, governs this Lease Agreement.

3. LANDLORD hereby leases to TENANT for installation thereon of TENANT's mobile home / park model that certain property described as: _____

to be occupied solely as a private dwelling only by TENANT and TENANT'S family, consisting of _____ adult(s) and _____ child(ren). In no event shall the total number of occupants exceed that permitted by this agreement.

4. The term of this lease shall be for a period of _____ commencing on the _____ day of _____, 19____. The rental for said term shall be \$_____ per month, payable in advance on the _____ day of each month. All rental payments are payable to Linger Lodge R.V. Resort, Inc.

5. Upon reaching the termination date, this Lease shall automatically be extended for an additional period of one year and for additional one year periods thereafter, unless the TENANT shall notify the LANDLORD in writing thirty (30) days prior to the expiration date of TENANT'S intention to vacate the premises.

6. The LANDLORD, in his sole discretion, may raise the amount of rental for any extended term or change other provisions of this lease by giving the TENANT notice not less than sixty (60) days prior to the expiration of the current lease term. The increased rental rate and changed lease provisions shall automatically become a part of the extended Lease unless the TENANT shall advised the LANDLORD in writing thirty (30) days prior to the expiration of the current term of TENANT'S intention to vacate the premises and not enter into a new term.

7. The TENANT also agrees to pay the following fees, charges and assessments in addition to the rent: _____

LANDLORD may change fees, charges and assessments after thirty (30) days written notice to TENANT.

8. The TENANT agrees to abide by all Rules and Regulations of the LANDLORD and agrees that violation thereof shall be grounds for eviction from Linger Lodge R.V. Resort. TENANT acknowledges receipt prior to signing this Lease or entering into a rental agreement, of a copy of the current Rules and Regulations which are attached hereto and incorporated herein by reference, and the parties hereto agree that said Rules and Regulations as from time to time amended are covenants and provisions of this Lease and are reasonable and necessary for the proper and efficient operation of the park/resort and for the health, safety and welfare of the residents of the park/resort.

9. LANDLORD and TENANT agree that the Rules and Regulations may be amended from time to time by the LANDLORD. LANDLORD agrees that the Rules and Regulations will not be changed without written notification to the TENANT at least thirty (30) days prior to implementation of any such changes.

10. TENANT shall not assign this Lease, or any interest therein, and shall not sublet the leased premises or any part thereof, or allow any other person or persons to occupy or use the leased premises without the specific, written consent of the LANDLORD, any assignment or subletting without LANDLORD'S consent shall be void, and shall constitute a default by TENANT under this Lease.

11. LANDLORD may evict TENANT for non-payment of rent; conviction of a violation of some federal or state law or local ordinance, which violation may be deemed by the LANDLORD to be detrimental to the health, safety, or welfare of other residents of the park / resort violation of any Rule or Regulation established by the LANDLORD; a change in the use of the land comprising the mobile home / park model resort or a portion thereof; upon twelve (12) months notice without cause; or for materially failing to comply with material provisions of this Lease which are hereby established as cumulative grounds for eviction.

12. LANDLORD may evict TENANT for the first violation of any rule or regulation when such violation is an act which endangered the life, health, safety, property or peaceful enjoyment of Linger Lodge R.V. Resort, Inc. or its occupants, or for the second violation of any rule or regulation within twelve (12) months. TENANT will be notified in writing within thirty (30) days of the first violation specifying the action of TENANT causing the violation.

13. The parties agree that if LANDLORD determines that TENANT is to be evicted for violating a Rule or Regulation of the resort, LANDLORD will deliver written notice of the grounds upon which TENANT is to be evicted, at least thirty (30) days prior to the time TENANT is to vacate the premises.

14. If the TENANT shall fail to pay the rent specified herein at the time and manner stated, or fail to keep and perform any of the other conditions or agreements of this Lease, the LANDLORD may, at his or her option, terminate this Lease and all rights of the TENANT hereunder, at which time the TENANT agrees to vacate the premises. If the TENANT fails to voluntarily vacate the premises after termination, the LANDLORD may bring an action for possession in the appropriate court.

15. The names and address of the LANDLORD or persons authorized by the LANDLORD to receive notices are Frank Gamsky, Elaine Gamsky, Dave Gamsky or Sue Gamsky, Linger Lodge R.V. Resort, Inc., 7205 Linger Lodge Road, Bradenton, Florida 34202. Any written notice by LANDLORD to TENANT shall be mailed or delivered to TENANT at TENANT's address in the resort, or by posting the notice on the door of TENANT's mobile home / park model.

16. The rights of the LANDLORD contained herein are cumulative, and failure of the LANDLORD to exercise any right shall not operate to forfeit any other rights of the LANDLORD. No waiver by the LANDLORD of any condition or covenant shall be deemed to constitute or imply a further waiver of that or any other conditions or covenants.

17. This Lease shall be binding upon, and ensure to the benefit of LANDLORD and TENANT, and their respective heirs, personal representatives, successors and assigns.

18. This mobile home / park model resort is zoned CRV/WP-E/ST. The zoning authority is Manatee County.

19. A purchaser of TENANT's mobile home or park model must qualify with the requirements for entry into the resort under the resort's rules and regulations, and must be approved in writing by the LANDLORD.

20. In the event that during the term of this Lease Agreement any portion of the premises is taken by eminent domain power, TENANT shall have the right to terminate this Lease Agreement as of the date of taking; however, in no event shall TENANT be entitled to or have any right in the proceeds awarded to LANDLORD in such proceeding. LANDLORD agrees to prorate any rent received by LANDLORD from TENANT as of the date of taking as long as the TENANT is in full compliance with the Rules and Regulations and the payment of rent and charges as set forth herein.

21. This agreement represents the entire understanding of the parties with respect to the subject matter hereof. It supersedes all prior or contemporaneous agreements, understanding, inducements or conditions, express, implied, or written. No termination, revocation, waiver, modification or amendment of this agreement shall be binding unless in writing and signed by all of the parties hereto.

22. Where used herein, the singular shall be deemed to include the plural, and vice versa, and the masculine to include the feminine and the neuter and vice versa.

23. In the event that any section, paragraph, or subparagraph of this Agreement is held unenforceable by any court, this Agreement shall be deemed to have been executed by the parties hereto with such sections, paragraph, or subparagraphs not having been included herein, and the remainder of the Agreement shall not be void thereby.

In Witness whereof, the parties have executed this Lease as of the day and year first above written.

TENANT

TENANT

LANDLORD

WITNESS

WITNESS



LINGER LODGE

R. V. RESORT & PAVILION RESTAURANT

Lot Rental Rates 95

1. Short Term

Daily Rate: \$15 + \$1.50 tax = \$16.50

Weekly Rate: \$90 + \$9.00 tax = \$99.00

Rates include water, sewer, garbage, cable television hookup and electricity. Rental rates apply to two people. Each additional person is charged \$1 per night.

2. Six Months or Less (Electricity Included)

Electric included: \$242.00 + \$24.00 tax = \$266.20 per month

Monthly rent includes water, sewer, cable television hookup, and garbage.

Electricity is included up to \$40. A \$30 security deposit for Linger Lodge is required which will be refunded on the day of checkout if the lot is clean and in proper order.

Rental rates apply to two people. Each additional person is charged \$1 per night.

3. Six Months or Less (Electricity in Your Own Name)

Riverfront: \$193.00 + \$19.30 tax = \$212.30 per month

Regular: \$184.00 + \$18.40 tax = \$202.40 per month

Monthly rent includes water, sewer, cable television hookup, and garbage. There is a \$240 deposit required with Peace River Electric Company. It includes a \$5 refundable membership fee, \$35 hook up fee and \$200 refundable deposit. A \$30 security deposit for Linger Lodge is required which will be refunded on the day of checkout if the lot is clean and in proper order. Rental rates apply to two people. Each additional person is charged \$1 per night.

4. Long Term

Riverfront: \$193.00

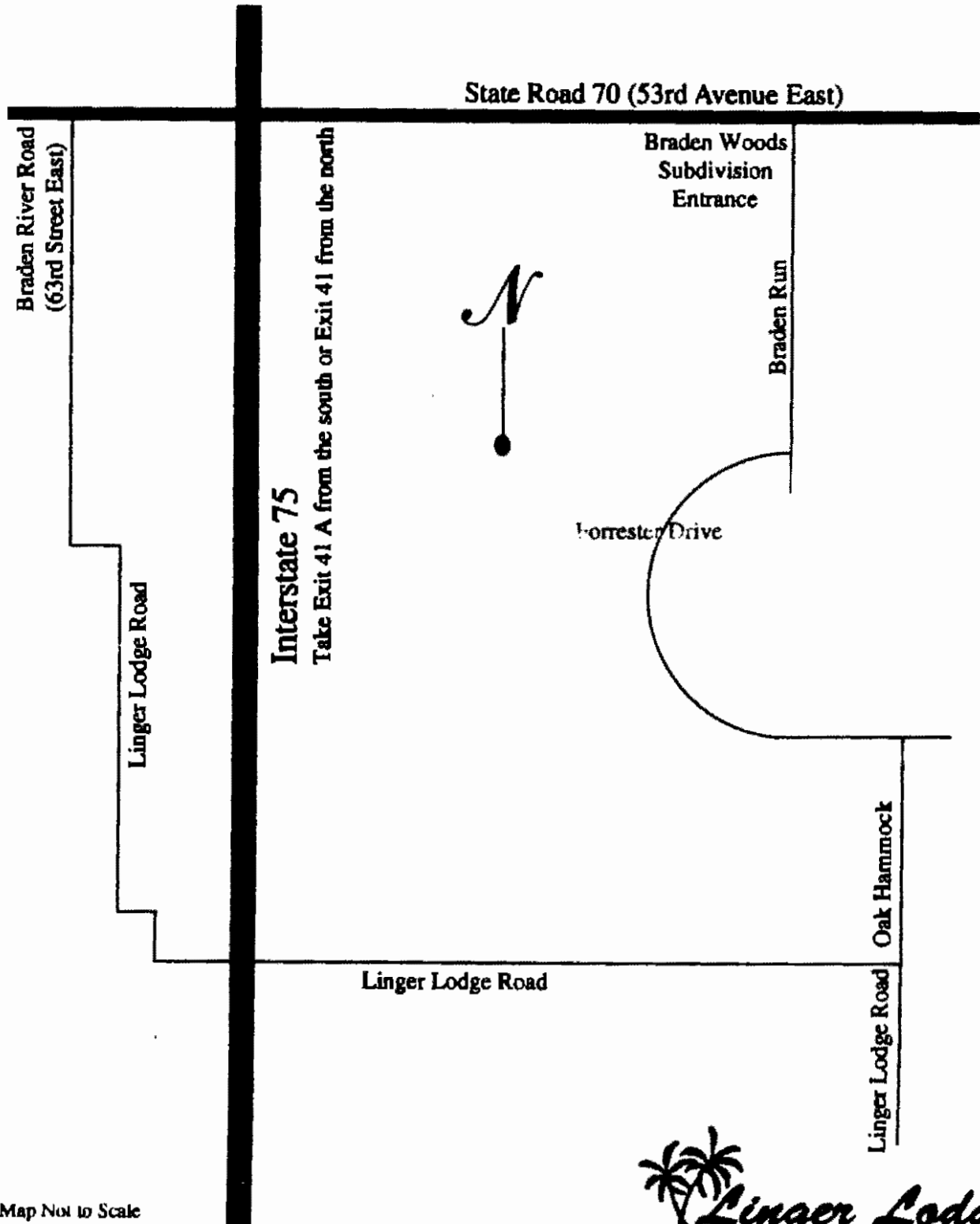
Regular: \$184.00

Monthly rent includes water, sewer, cable television hookup, and garbage. There is a \$240 deposit required with Peace River Electric Company. It includes a \$5 refundable membership fee, \$35 hook up fee and \$200 refundable deposit. A \$130 security deposit for Linger Lodge is required. \$100 will be returned after six months. The remaining \$30 will be refunded on the day of checkout if the lot is clean and in proper order.

Rental rates apply to two people. Each additional person is charged \$1 per night.



Map to Linger Lodge



Map Not to Scale

