

State of Florida



# Public Service Commission

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

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**DATE:** July 1, 2002

**TO:** Division of the Commission Clerk and Administrative Services

**FROM:** Patricia Brady, Division of Economic Regulation *PB*

**RE:** Docket No. 020403-SU - Application for transfer of wastewater facilities of Country Run Wastewater Utility Company in Orange County to Orange County Utilities, and request for cancellation of Certificate No. 490-S.

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Please add to the docket file the attached Quitclaim Bill of Sale and Special Warranty Deed both dated August 7, 1998. These documents evidence the transfer of utility facilities from the Federal Deposit Insurance Corporation to Mr. James E. Guildi.

Attachments:

cc: Division of Economic Regulation (Brady, Brinkley)  
Office of the General Counsel (Holley)  
Division of the Commission Clerk and Administrative Services (Security File)

DOCUMENT NUMBER-DATE

06802 JUL-18

FPSC-COMMISSION CLERK

02 JUN 20 11:23 AM  
FEDERAL DEPOSIT INSURANCE CORPORATION

**QUITCLAIM BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS:

THAT FEDERAL DEPOSIT INSURANCE CORPORATION, in the following capacity:

- as Manager of the FSLIC Resolution Fund
- As Manager of the FSLIC Resolution Fund, as Receiver for \_\_\_\_\_
- As Receiver for \_\_\_\_\_, which pursuant to 12 U.S.C. § 1441a(m)(1) succeeded the Resolution Trust Corporation as Receiver for said Institution
- As Receiver for Numerica Savings Bank
- In its corporate capacity regarding the liquidation of \_\_\_\_\_

("Seller"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in lawful money and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to it paid by James E. Guidl, whose mailing address is P.O. Box 192061, Casselberry, Florida 32718-2061 ("Buyer"), hereby remises, releases and quitclaims to Buyer, without recourse, warranty or representation of any kind, all of Seller's right, title and interest in and to the furniture, fixtures, machinery, equipment, furnishings and other tangible personal property ("Transferred Property"), which is located on that certain parcel of real property located in Orange County, Florida, more particularly described in attached Exhibit A.


TO HAVE AND TO HOLD the Transferred Property unto Buyer, its heirs, successors and assigns, forever.


SELLER HEREBY TRANSFERS THE TRANSFERRED PROPERTY TO BUYER IN ITS "AS IS" CONDITION "WITH ALL FAULTS". IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT SELLER HAS MADE NO REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, BY LAW, STATUTE, DECISION, OR OTHERWISE, AS TO THE CONDITION OF ANY OF THE TRANSFERRED PROPERTY, ITS SUITABILITY OR USEFULNESS FOR ANY PARTICULAR PURPOSE, OR ITS COMPLIANCE WITH ANY FEDERAL, STATE OR LOCAL STATUTE, ORDINANCE, RULE, REGULATION OR ORDER.


IN WITNESS WHEREOF, this Quitclaim Bill of Sale has been executed by Seller's duly authorized representative on the 11<sup>th</sup> day of August, 1998.

WITNESSES:

FEDERAL DEPOSIT INSURANCE CORPORATION, in the capacity stated above

  
Print Name: James J. Pinter

By:   
its Authorized Agent and Attorney-in-Fact  
Print Name: DOUGLAS E. WOODWARD  
Title: ATTORNEY-IN-FACT

  
Print Name: Mary L. Ellis

Address: 1910 Pacific Avenue Suite 1300  
Dallas, TX 75201

STATE OF TEXAS

COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 7 <sup>August</sup> day of July, 1998, by DOUGLAS E WOODWARD (name), as ATTORNEY-IN-FACT (title) of Federal Deposit Insurance Corporation, in the capacity herein above set forth on behalf of said entity. He/She (please check as applicable) HE is personally known to me, or has produced 1 his/her (state) driver's license, or 1 his/her (type) of identification as identification.

Lamargo Brown  
(Signature)  
Lamargo BROWN  
(Printed Name)

NOTARY PUBLIC, STATE OF TEXAS

(AFFIX NOTARIAL SEAL)



(Commission Expiration Date)

(Serial Number, if Any)

Recording requested by  
and when recorded return to:  
Carroll Ball, Legal Assistant  
Carlton Fields  
P.O. Box 3239  
Tampa, FL 33601

Lamis No. 440800435864

Tax Folio No.: 03-22-28-1818-00-002  
Grantec's Taxpayer I.D. No.: \_\_\_\_\_

space above this line for Recorder's use

**SPECIAL WARRANTY DEED**

The undersigned, the FEDERAL DEPOSIT INSURANCE CORPORATION, in the following capacity:

- as Manager of the FSLIC Resolution Fund
- as Manager of the FSLIC Resolution Fund, as Receiver for \_\_\_\_\_
- as Receiver for \_\_\_\_\_, which pursuant to 12 U.S.C. § 1441a(m)(1) succeeded the Resolution Trust Corporation as Receiver for said institution
- as Receiver for Numerica Savings Bank
- in its corporate capacity regarding the liquidation of \_\_\_\_\_

(herein called "Grantor"), whose mailing address is 1910 Pacific Avenue, Suite 1200, City and County of Dallas, Texas 75201, for and in consideration of the sum of Ten AND NO/100 DOLLARS (\$10.00) to said Grantor paid by Grantee named herein, the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto James E. Galdi (an individual) ~~FOR THE USE OF~~ \_\_\_\_\_ (herein called "Grantee"), whose mailing address is P.O. Box 182061, Casselberry, Florida 32718-2061, the real property situated in Orange County, Florida, described on Exhibit "A" attached hereto and made a part hereof for all purposes, together with all and singular the rights and appurtenances pertaining thereto (the "Subject Property"), subject however to all exceptions, easements, rights-of-way, covenants, conditions, restrictions, reservations, encroachments, encumbrances, access limitations, and any

and all other matters or conditions affecting the Subject Property, as well as standby fees, real estate taxes, and assessments on the Subject Property and subsequent taxes and assessments due to change in land usage or ownership (all of the foregoing being collectively referred to as the "Permitted Encumbrances"). Grantee, by acceptance of delivery of this Deed, assumes and agrees to perform all of Grantor's obligations under the Permitted Encumbrances.

FURTHER, GRANTEE, BY ACCEPTANCE OF DELIVERY OF THIS DEED, ACKNOWLEDGES THAT (I) EXCEPT FOR THE SPECIAL WARRANTY OF TITLE CONTAINED HEREIN, GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY, OR CONDITION OF THE SUBJECT PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE SUBJECT PROPERTY, (C) THE SUITABILITY OF THE SUBJECT PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE SUBJECT PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SUBJECT PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE SUBJECT PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE SUBJECT PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO, (H) THE EXISTENCE, QUALITY, NATURE, ADEQUACY, OR PHYSICAL CONDITION OF ANY UTILITIES SERVING THE SUBJECT PROPERTY, OR (I) ANY OTHER MATTER WITH RESPECT TO THE SUBJECT PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, THE DISPOSAL OR EXISTENCE, IN OR ON THE SUBJECT PROPERTY, OF ANY HAZARDOUS MATERIALS; (II) GRANTEE HAS FULLY INSPECTED THE SUBJECT PROPERTY AND THAT THE CONVEYANCE AND DELIVERY HEREUNDER OF THE SUBJECT PROPERTY IS "AS IS" AND "WITH ALL FAULTS"; AND (III) NO WARRANTY HAS ARISEN THROUGH TRADE, CUSTOM, OR COURSE OF DEALING WITH GRANTOR.

Further, by acceptance of delivery of this Deed, Grantee or anyone claiming by, through, or under Grantee, hereby fully releases Grantor, its employees, officers, directors, representatives, and agents from any and all claims, costs, losses, liabilities, damages, expenses, demands, actions, or causes of action that it may now have or hereafter acquire, whether direct

or indirect, known or unknown, suspected or unsuspected, liquidated or contingent, arising from or related to the Subject Property in any manner whatsoever. This covenant releasing Grantor shall be a covenant running with the Subject Property and shall be binding upon Grantee, its successors and assigns.

TO HAVE AND TO HOLD the Subject Property together with all and singular the rights and appurtenances thereon or in any wise belonging, unto Grantee, its heirs, personal representatives, successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Subject Property unto Grantee, its heirs, personal representatives, successors and assigns, against every person whomsoever lawfully claims or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, subject, however, to the Permitted Encumbrances set forth above.

All ad valorem taxes and assessments for the Subject Property for the year in which this Deed is executed have been prorated by the parties hereto as of the date of this Deed and Grantee hereby expressly assumes liability for the payment thereof and for subsequent years.

EXECUTED as of the 7<sup>th</sup> day of August, 1998.

FEDERAL DEPOSIT INSURANCE CORPORATION,  
in the capacity set forth hereinabove

[Signature]  
Witness  
Print Name: Fanni S. Pintar

By: [Signature]

[Signature]  
Witness  
Print Name: Maey L. Ellis

Name: Douglas E. Woodward

Title: Attorney in Fact

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on the 7<sup>th</sup> day of August, 1998, by Douglas E. Woodward, Attorney in Fact of the Federal Deposit Insurance Corporation, in the capacity hereinabove set forth, on behalf of said entity.

[Signature]  
Notary Public, State Of Texas

Prepared by:

Michael Jack Haney, Senior Attorney  
Federal Deposit Insurance Corporation  
1910 Pacific Avenue, Suite 1300 4<sup>th</sup> Floor  
Dallas, Texas 75201



(972) 761-8150