

ORIGINAL

YOUNG, VAN ASSENDERP, VARNADOE & ANDERSON, P. A.
ATTORNEYS AT LAW

REPLY TO:

R. BRUCE ANDERSON
TASHA O. BUFORD
DANIEL H. COX
TIMOTHY S. FRANKLIN
DAVID P. HOPSTETTER*
C. LAURENCE KEESEY
KENZA VAN ASSENDERP
GEORGE L. VARNADOE
ROY C. YOUNG

February 11, 2003

GALLIE'S HALL
225 SOUTH ADAMS STREET, SUITE 200
POST OFFICE BOX 1833
TALLAHASSEE, FLORIDA 32302-1833
TELEPHONE (850) 222-7206
TELECOPIER (850) 561-6834

SUNTRUST BUILDING
801 LAUREL OAK DRIVE, SUITE 300
POST OFFICE BOX 7907
NAPLES, FLORIDA 34101-7907
TELEPHONE (941) 597-2814
TELECOPIER (941) 597-1060

*BOARD CERTIFIED REAL ESTATE LAWYER
OF COUNSEL
DAVID B. ERWIN
A.J. JIM SPALLA

Katherine Echternact
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

RECEIVED FPSC
03 FEB 11 PM 1:51
COMMISSION
CLERK

In re: Application for transfer of Certificate No. 281-S from RealNor Hallandale, Inc.
to Bonita Springs Utilities, Inc. - Docket No. 020707-SU

Dear Ms. Echternact:

At your request, I am submitting the following documents that were delivered at the closing:

- 1. Special Warranty Deed - recorded in Lee County
- 2. Assignment of Easements - recorded in Lee County
- 3. Bill of Sale of Wastewater System

Please let me know if there is anything else you need to prepare your staff recommendation.

Sincerely,

David B. Erwin

Attachment

Copy: Blanca Bayo ✓
Roy Young
Helen Athan

AUG
CAF
CMP
COM
CTR
ECK
GCL
GPC
MMS
SEC
OTH

DOCUMENT NUMBER-DATE

01398 FEB 11 8

FPSC-COMMISSION CLERK

This instrument prepared by
G. Helen Athan, Esquire
Grant, Fridkin, Pearson,
Athan & Crown, P.A.
5551 Ridgewood Drive, Suite 501
Naples, Florida 34108
Telephone: 239-514-1000



INSTR # 5687220
OR BK 03826 PG 3639
RECORDED 01/17/2003 02:24:06 PM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY
RECORDING FEE 6.00
DEED DOC 3,500.00
DEPUTY CLERK FOR OFFICIAL USE ONLY

3

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 6 day of January, 2003, by and between REALNOR HALLANDALE, INC., a Florida corporation (*Grantor*), whose address is 700 Brickell Avenue, Miami, Florida 33131, and BONITA SPRINGS UTILITIES, INC., a Florida not-for-profit corporation (*Grantee*) whose mailing address is 11860 East Terry Street, S.E., Bonita Springs, Florida 33923.

WITNESSETH: That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains, and sells to the Grantee, the Grantee's heirs, successors and assigns forever, the following described land, situate and being in the County of Lee, State of Florida, to wit:

SEE ATTACHED EXHIBIT "A"

Property ID Number: 14-47-25-B4-00500-001A

SUBJECT TO conditions, limitations, restrictions, reservations and easements of record which are common to the subdivision in which the property is located and taxes for the year 2003 and subsequent years.

AND the Grantor does hereby specially warrant the title to said land, and will defend the same against any lawful claims against the Grantor, but not against the claims of any other persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed as provided by law, on this, the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

Witness #1

Melinda A. Sweet

Printed Name of Witness #1

Witness #2

REALNOR HALLANDALE, INC.,
a Florida corporation

By:

Title: Authorized Signer

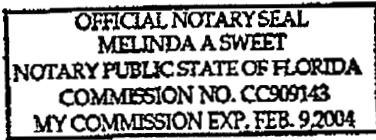
Suzanne S. Lane

Printed Name of Witness #2

STATE OF FLORIDA)
)
COUNTY OF COLLIER)

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me on this 3rd day of January, 2003, by Lloyd N. Liggett as Authorized Signer of RealNor Hallandale, Inc., a Florida corporation, who is personally known to me OR who produced _____ as identification.

(Seal)



Melinda A. Sweet

Notary Public - State of Florida
Melinda A. Sweet

Typed, stamped, or Printed Name of Notary
My Commission Expires:

EXHIBIT A

TRACT "A"
(Freehold Estate)

(PART OF BONITA SPRINGS COUNTRY CLUB, UNIT 2, LOT 1)

A PARCEL OF LAND, BEING PART OF LOT 1 OF BONITA SPRINGS COUNTRY CLUB UNIT 2, A SUBDIVISION ACCORDING TO MAP OR PLAT THEREOF AND RECORDED IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, IN PLAT BOOK 30, PAGES 128-132, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 14, TOWNSHIP 47S, RANGE 25E AND LOT 1, PER THE RECORDED PLAT OF BONITA SPRINGS COUNTRY CLUB UNIT 2;

THENCE NORTHERLY ALONG THE WEST PROPERTY LINE OF SAID LOT 1, N 00 46'57" E, A DISTANCE OF 502.35 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE WEST SIDE OF LOT 1 N 00 46'57" E, A DISTANCE OF 164.19 FEET;

THENCE N 88 03'31" E, A DISTANCE OF 674.93 FEET;

THENCE S 00 44'16" W, A DISTANCE OF 164.18 FEET;

THENCE SOUTH 88 03'31" W, A DISTANCE OF 675.06 FET TO THE POINT OF BEGINNING.

CONTAINING 2.541 ACRES OF LAND, MORE OR LESS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.



2

This Instrument was prepared by:
Martin S. Friedman, Esq.
Rose, Sundstrom & Bentley, LLP
600 S. North Lake Boulevard, Suite 160
Altamonte Springs, FL 32751
(407) 830 6331

INSTR # 5687221
OR BK 03826 PG 3640
RECORDED 01/17/2003 02:24:06 PM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY
RECORDING FEE 19.50
DEPUTY CLERK V Fuller

(A)

ASSIGNMENT OF EASEMENTS

KNOW ALL MEN BY THESE PRESENTS, that REALNOR HALLANDALE, INC., a Florida corporation, whose address is 700 Brickell Avenue, Miami, Florida 33131 (*Assignor*) for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by BONITA SPRINGS UTILITIES, INC., a Florida not-for-profit corporation, whose address is 11860 East Terry Street, S.E., Bonita Springs, Florida 33923 (*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 Lee County, Florida, including, but not limited to, easements identified in platted, dedicated rights-of-way and utility easements affecting the property described in Exhibit "A", attached hereto and incorporated herein for all purposes.

Assignor hereby covenants that it has the lawful right to assign the above interests and does hereby assign the same to the Assignee, and that it will warrant and defend the same against any lawful claims and demands against the Grantor, but not against the claims of any other persons whomsoever.

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 3rd day of January, 2003.

REALNOR HALLANDALE, INC.)

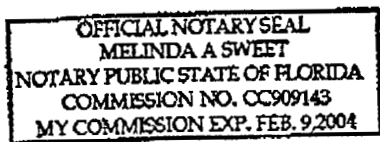
By: *Richard N. Suggitt*
Authorized Signer

(Seal)

STATE OF FLORIDA)

COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me this 3rd day of January, 2003, by Lloyd N. Liggett, as Authorized Signer pursuant to the Corporate Resolution adopted on January 24, 2002, of the Board of Directors of Realnor Hallandale, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.



Melinda A. Sweet

Notary Public
My Commission Expires

EXHIBIT A

(Description of Territory Served according to
Florida Public Service Commission Order Nos. 9544 and PSC-96-1086-FOF-SU)

SECTION 14

The Southwest less and except the North 330 feet.

SECTION 22

Beginning at the Southeast corner of Section 22, T47S, R25E, run West along the South line of said Section 22 for 192.31 feet to an intersection with the northeasterly right-of-way line of State Road 45 (Tamiami Trail); thence run Northwesterly along said Northeasterly right-of-way line (50 feet from the center line) from 550.0 feet; thence run Northeasterly perpendicular to said Northeasterly right-of-way line for 806.62 feet to the East line of said Section 22; thence run South along said East line for 932.28 feet to said Southeast corner of said Section 22 and the point of beginning;

SECTION 23

The West ½ of the Northwest and the Northeast of the Northwest, the Northwest of the Northwest, the North ½ of the Southwest of the Northeast, and the Northwest of the Southwest, and the North ½ of the Southwest of the Southwest.

SECTION 26

Area D: Sandy Hollow

A tract or parcel of land lying in Section 26, T47S, Lee County, Florida. Being Lot 1 of Helfenstein Estate, Plat Book 8, Page 40 of the Public Records of Lee County, Florida, more particularly described as follows:

From the Northwest corner of Section 26, T47S, R25E, run South 0 30'00" East, a distance of 173.32 feet to the Northerly right-of-way line of State Road 45 (US 41); thence run South 44 29'16" East along said right-of-way line a distance of 36.00 feet to the point of beginning; thence run South 44 29'16" East along said right-of-way line a distance of 1301.00 feet; thence run North 45 30'44" East a distance of 1971.40 feet to the Southerly right-of-way boundary of Shangrila Road; thence run South 83 07'00" West a distance of 2336.43 feet along said Southerly right-of-way boundary; thence run South 0 30'00" East a distance of 173.32 feet to the point of beginning.

COMMUNITIES SERVED LISTING
All in Lee County, Florida

Gulfmar Development (Golf Villas)
Gulfside Development (Arlington Park Apartments)
The Greens of Bonita Springs
Hope Lutheran Church
Bonita Springs Golf and Country Club
Cypress Plantation
Bonita Pines
Fairway Pines
Eagle Pointe

BILL OF SALE OF WASTEWATER SYSTEM
BY REALNOR HALLANDALE, INC.
TO BONITA SPRINGS UTILITIES, INC.

KNOW ALL MEN BY THESE PRESENTS that REALNOR HALLANDALE, INC. (*Seller*) for the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations paid by BONITA SPRINGS UTILITIES, INC. (*Purchaser*), the receipt of which is hereby acknowledged, pursuant to an Agreement for Purchase and Sale of Wastewater Assets between the parties dated effective April 26, 2002 (*Agreement*), which Agreement is incorporated herein by specific reference, has granted, bargained, sold, transferred, set over and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver, unto the Purchaser, its successors and assigns, each and every portion of the wastewater systems (*Wastewater System*) owned by Seller, both tangible and intangible, and such rights and obligations, whether contractual or not, as more fully set forth in Exhibit "A" and located over about the property more particularly described in Exhibit "B", attached hereto and incorporated herein for all purposes, and in the following paragraphs, which assets of the Seller, more specifically identified as the "Purchased Assets" in the Agreement, include, but are not limited to, the following personalty:

1. All easements, licenses, prescriptive rights, rights-of-way and rights to use public and private roads, highways, streets and other areas owned or used by Seller for the construction, operation and maintenance of the Wastewater System.

1. All wastewater collection, treatment and disposal facilities of every kind and description whatsoever, including but not limited to pumps, plants, tanks, lift stations, supply pipes, collection pipes or facilities, effluent disposal facilities, valves, service connections and all other physical facilities, equipment and property installations owned by Seller and used primarily in connection with the Wastewater System, together with all additions or replacements thereto.

2. All equipment, tools, parts, laboratory equipment, and other personal property used in connection with the Wastewater System.

3. All certificates, immunities, privileges, permits, license rights, consents, grants, ordinances, leaseholds, and all rights to construct, maintain and operate the Wastewater System and its plants and systems for the collection and disposal of wastewater and every right of every character whatever in connection therewith, and the obligations thereof; all agencies for the supply of water to the Wastewater System or others; together with all rights granted to Seller under the Certificate (as defined in the Agreement); to the extent that Seller's rights to the foregoing are transferable.

4. All items of inventory owned by Seller on the Closing Date.

5. All supplier lists, customer records, prints, plans, engineering reports, surveys, specifications, shop drawings, equipment manuals, maps, books, and other information reasonably required by Purchaser to operate the Wastewater System in Seller's possession.

6. All sets of record drawings, including as-built drawings, showing all facilities of the Wastewater System, including all original tracings, sepias or other reproducible materials in Seller's possession.

7. All warranties by third parties in favor of Seller, including those related to completed or in-progress construction work, including professional engineering warranties.

8. All other personal property owned by Seller, except as may be specifically excluded in the Agreement.

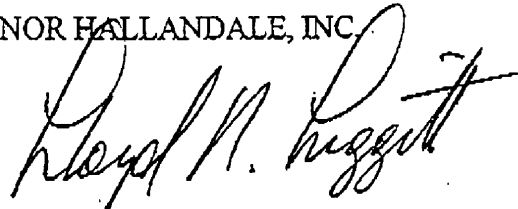
Seller represents and warrants that it has exclusive ownership, possession, control, and marketable title to the above-referenced property (other than Real Property, as defined in the Agreement), and the above-referenced property (other than Real Property, as defined in the Agreement), is subject to no mortgage, pledge, lien, charge, security interest, encumbrance, or restriction except the Permitted Encumbrances, as that term is defined in the Agreement.

It is the intent of the parties hereto that this Bill of Sale not merge with the Agreement.

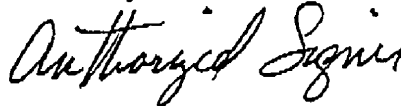
IN WITNESS WHEREOF, the Seller has caused its name to be hereunto subscribed this 3RD day of January, 2003.

REALNOR HALLANDALE, INC.

By:



Its:



(Corporate Seal)

EXHIBIT A

ANY AND ALL BUILDINGS AND OTHER IMPROVEMENTS, AND ALL FIXTURES IN OR ON SUCH BUILDINGS AND OTHER IMPROVEMENTS, NOW SITUATED ON THE PROPERTY, INCLUDING ALL PERSONAL PROPERTY, THE HEATING AND AIR CONDITIONING UNITS, EQUIPMENT, MACHINERY, DUCTS AND CONDUITS, WHETHER DETACHABLE OR NOT, NOW LOCATED IN AND ABOUT THE PROPERTY; AND

TOGETHER WITH ALL AND SINGULAR THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THERETO BELONGING OR IN ANYWISE THEREUNTO APPERTAINING, INCLUDING RIPARIAN AND/OR LITTORAL RIGHTS, ALL PERMITS AND LICENSES FOR MAINTAINING AND USING THE PREMISES, ANY EASEMENTS BENEFITTING OR SERVING THE PROPERTY, ANY REVERSIONARY INTEREST IN ANY ROADS OR STREETS, AND ANY RIGHTS IN ANY EASEMENTS BENEFITTING AND SERVING THE PROPERTY OR ANY PORTIONS THEREOF, AND THE RENTS, ISSUES AND PROFITS THEREOF, INCLUDING, BUT NOT LIMITED TO, ALL RENTS, ISSUES, PROFITS, REVENUES, ROYALTIES, RIGHTS AND BENEFITS DERIVED FROM THE PREMISES FROM TIME TO TIME ACCRUING, AND NOW EXISTING.

TOGETHER WITH ANY AND ALL IMPROVEMENTS (COLLECTIVELY THE "IMPROVEMENTS") ATTACHED TO OR PLACED, ERECTED, CONSTRUCTED OR DEVELOPED ON THE REAL PROPERTY ("PROPERTY"); (B) ALL FIXTURES, FURNISHINGS, EQUIPMENT, INVENTORY, AND OTHER ARTICLES OF PERSONAL PROPERTY (COLLECTIVELY THE "PERSONAL PROPERTY") THAT ARE ATTACHED TO OR USED IN OR ABOUT THE IMPROVEMENTS OR THAT ARE NECESSARY OR USEFUL FOR THE COMPLETE AND COMFORTABLE USE AND OCCUPANCY OF THE IMPROVEMENTS FOR THE PURPOSES FOR WHICH THEY WERE OR ARE TO BE ATTACHED, PLACED, ERECTED, CONSTRUCTED OR DEVELOPED, OR THAT ARE OR MAY BE USED IN OR RELATED TO THE OPERATION OF THE IMPROVEMENTS, (C) ALL WATER AND WATER RIGHTS, TIMBER, CROPS, AND MINERAL INTERESTS PERTAINING TO THE PROPERTY; (D) ALL PLANS AND SPECIFICATIONS FOR THE IMPROVEMENTS; (E) ALL CONTRACTS RELATING TO THE PROPERTY, THE IMPROVEMENTS OR THE PERSONAL PROPERTY; (F) ALL PERMITS, LICENSES, FRANCHISES, CERTIFICATES, AND OTHER RIGHTS AND PRIVILEGES OBTAINED IN CONNECTION WITH THE PROPERTY, THE IMPROVEMENTS OR THE PERSONAL PROPERTY; (G) ALL RIGHT, TITLE AND INTEREST OF REALNOR HALLANDALE, INC. IN AND TO ALL STREETS, ROADS, PUBLIC PLACES, EASEMENTS AND RIGHTS-OF-WAY, EXISTING OR PROPOSED, PUBLIC OR PRIVATE, ADJACENT TO OR USED IN CONNECTION WITH, BELONGING OR PERTAINING TO THE PROPERTY; (H) ALL OF THE LEASES, LICENSES, DEVELOPER AGREEMENTS, RENTS, ROYALTIES, BONUSES, ISSUES, PROFITS, REVENUES OR OTHER BENEFITS OF THE PROPERTY, THE IMPROVEMENTS OR THE PERSONAL PROPERTY; (I) ALL RIGHTS, HEREDITAMENTS AND APPURTENANCES PERTAINING TO THE FOREGOING.

EXHIBIT B

Description of Territory Served according to
Florida Public Service Commission Order Nos. 9544 and PSC-96-1086-FOF-SU

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