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COMMISSION  
CLERK

APPLICATION FOR TRANSFER TO GOVERNMENTAL AUTHORITY

(Pursuant to Section 367.071(4)(a), Florida Statutes)

TO: Office of Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850

The undersigned hereby makes application for the approval of the transfer of (all or part) of the facilities operated under Water Certificate No. N/A and/or Wastewater Certificate No. 207-S located in LEE County, Florida, and submits the following:

PART I APPLICANT INFORMATION

- A) The full name (as it appears on the certificate), address and telephone number of the seller (utility):

SANIBEL BAYOUS UTILITY CORPORATION  
Name of utility  
(305) 864-2283 (305) 864-2285  
Phone No. Fax No.  
300 71st. STREET, SUITE 303  
Office street address  
MIAMI BEACH FLORIDA 33141  
City State Zip Code  
SAME  
Mailing address if different from street address  
nidc@bellsouth.net  
Internet address if applicable

B) The name, address and telephone number of a representative of the utility to contact concerning this application:

WILLIAM BROEDER (305) 864-2283  
Name Phone No.

300 71st. STREET, SUITE 303  
Street address

MIAMI BEACH FLORIDA 33141  
City State Zip Code

C) The full name, address and telephone number of the governmental authority:

CITY OF SANIBEL  
Name of utility

(239) 472-3700 (239) 472-3065  
Phone No. Fax No.

800 DUNLAP ROAD  
Office street address

SANIBEL FLORIDA 33957  
City State Zip Code

\_\_\_\_\_  
Mailing address if different from street address

\_\_\_\_\_  
Internet address if applicable

D) The name, address and telephone number of a representative of the governmental authority to contact concerning this application:

KEN CUYLER ESQ. ( CITY ATTORNEY) ( 239 ) 472-3700  
Name Phone No.

800 dunlap road  
Street address

SANIBEL FLORIDA 33957  
City State Zip Code

**PART II      FINANCIAL INFORMATION**

- A)      Exhibit see att. - A copy of the contract pursuant to Rules 25-30.037(4)(c) and (d), Florida Administrative Code.
- B)      Exhibit see att. - A statement regarding the disposition of customer deposits and the accumulated interest thereon.
- C)      Exhibit none - A statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.
- D)      Exhibit see att. A statement that the buyer (governmental authority) obtained from the utility or the Commission the utility's most recent available income and expense statement, balance sheet and statement of rate base for regulatory purposes and contributions-in-aid-of-construction.
- E)      Indicate the date on which the buyer proposes to take official action to acquire the utility:

March 15 2008

If only a portion of the utility's facilities is being transferred, a revised territory description and map of the utility's remaining territory must be provided, as discussed in PART III, below.

**IF THE UTILITY'S ENTIRE FACILITIES ARE BEING TRANSFERRED, PLEASE DISREGARD PART III OF THIS APPLICATION FORM.**

**PART III      CERTIFICATION**

A)      **TERRITORY DESCRIPTION**

Exhibit \_\_\_\_\_ - An accurate description of the utility's revised territory. If the water and wastewater territory is different, provide separate descriptions.

Note: Use the Survey of Public Lands method (township, range, section, and quarter section), if possible, or a metes and bounds description. Give the subdivision or project name. The description should **NOT** refer to land grants or plat books, but may use geographic boundaries (i.e., road right-of-ways, railroads, rivers, creeks, etc). The object is to make the description as brief, but as accurate as possible.

B) **TERRITORY MAPS**

Exhibit \_\_\_\_\_ - One copy of an official county tax assessment map or other map showing township, range and section with a scale such as 1"=200' or 1"=400' on which the remaining territory is plotted by use of metes and bounds or quarter sections and with a defined reference point of beginning. If the water and wastewater territory is different, provide separate maps.

C) **TARIFF SHEETS**

Exhibit \_\_\_\_\_ - The original and two copies of tariff sheet(s) revised to show correct service territory. Please refer to Rules 25-9.009 and 25-9.010, Florida Administrative Code, regarding page numbering of tariff sheets before preparing the tariff revisions. (Pages 11-12.) Sample tariff sheets are attached. (Pages 13-16.)

**PART IV    AFFIDAVIT**

I WILLIAM BROEDER (applicant) do solemnly swear or affirm that the facts stated in the forgoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitutes a complete statement of the matter to which it relates.

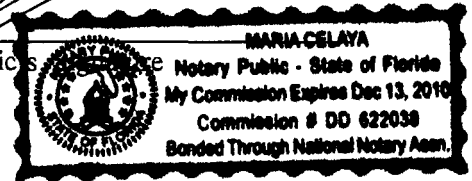
BY: *William Broeder*  
Applicant's Signature

WILLIAM BROEDER  
Applicant's Name (Typed)

PRESIDENT  
Applicant's Title \*

Subscribed and sworn to before me this 2nd day of April, 2008 by \_\_\_\_\_ who is personally known to me  or produced identification customer.  
(Type of Identification Produced)

*Maria Celaya*  
Notary Public



Print, Type or Stamp Commissioned  
Name of Notary Public

\* If applicant is a corporation, the affidavit must be made by the president or other officer authorized by the by-laws of the corporation to act for it. If applicant is a partnership or association, a member of the organization authorized to make such affidavit shall execute same.

DOCUMENT NUMBER - DATE

02619 APR -4 8

FPSC-COMMISSION CLERK

This Instrument prepared by:  
Howard Freidin, Esq.  
2245 McGregor Blvd.  
Fort Myers, FL 33901  
239-337-1918

## BILL OF SALE

**THIS BILL OF SALE** evidencing the sale and conveyance of the Purchased Assets, as described in that certain Agreement to Purchase Wastewater System and Real Property, dated the 15<sup>th</sup> day of January, 2008, is made and executed this 3<sup>rd</sup> day of MARCH, 2008, by Sanibel Bayous Utility Company, a Florida corporation, whose address 300 71<sup>st</sup> Street, Suite 303, Miami Beach, Florida 33141, hereinafter called the seller, to the City of Sanibel, Florida, a municipal corporation of the State of Florida, whose address is 800 Dunlop Road, Sanibel, Florida 33957, 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 such term is described in Agreement to Purchase Wastewater System and Real Property (the "Purchase Agreement")) 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 wastewater facilities of every kind and nature lying within the areas served by the Wastewater System (as such term is described in the Purchase Agreement) as 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.

**THIS CONVEYANCE IS SUBJECT TO THE** Permitted Exceptions set forth on Exhibit B and the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of the Purchased Assets in fee simple; that the Grantor has good right and lawful authority to sell and convey said assets; that the Grantor hereby fully warrants the title to said assets and will defend the same against the lawful claims of all persons claiming by, through or under Grantors, but not otherwise.

DOCUMENT NUMBER-DATE


02619 APR-4 8

FPSC-COMMISSION CLERK

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

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.

(SEAL)


  
\_\_\_\_\_  
William Broeder, President  
Sanibel Bayous Utility Corporation,  
a Florida corporation

ATTEST:

  
\_\_\_\_\_  
Secretary

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing Instrument was sworn to and subscribed before me this 22<sup>nd</sup> day of February 2008, by William Broeder, as President, of Sanibel Bayous Utility Corporation, a Florida corporation, on behalf of the Corporation. He is personally known to me or has produced a driver's license as identification and did take an oath.

  
\_\_\_\_\_  
Printed Name: Jessica L. King  
Notary Public, State of Florida  
My Commission Expires: August 1, 2011  
Commission No.: DD700869



**EXHIBIT A  
BILL OF SALE**

**PURCHASED ASSETS**

1. All of SBUC's interest in the Plant, the Easements, and interests relating to the Wastewater System.
2. All wastewater collection, treatment and disposal facilities of every kind and description whatsoever, including but not limited to pumps, plants, tanks, lift stations, transmission mains, distribution mains, supply pipes, collection pipes or facilities, irrigation quality water and effluent disposal facilities, valves, meters, meter boxes, service connections and all other physical facilities, equipment and property installations owned by SBUC and used in connection with the Wastewater System.
3. All equipment, vehicles, tools, parts, laboratory equipment, and other personal property owned, leased or used by SBUC in connection with the operation of the Wastewater System.
4. All Easements in favor of SBUC, Wulfert, or their predecessors in interest to the Wastewater System or Plant Site.
5. To the extent available, all current customer records and supplier lists, customer correspondence relating to the current level or quality of service which have not been addressed or resolved as of closing, as-built surveys, plats, engineering and other drawings, designs, blueprints, plans and specifications, maintenance and operating manuals, engineering reports, calculations, computer models and studies, accounting, budget and non-proprietary business records and all other information controlled by or in the possession of SBUC or Wulfert that relates to the description and operation of the Wastewater System, inclusive of all pertinent computer records and the lawful use of all computer software and/or digital files (in any form and/or format including but not limited to Auto-CADD) which is or was used in the operation of the Wastewater System for billing or customer record keeping purposes. The lawful use of any licensed software or proprietary software developed for SBUC or Wulfert shall be limited to the recovery and transfer of data to City computers. In any event, SBUC or Wulfert shall provide, to the extent available, or cause to be provided, all computer records in a format which enables the City's information technology professionals or consultants to successfully transfer to and utilize such data on the City's computer system.
6. 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 Wastewater System according to all governmental requirements; including any 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 and every right or every character whatsoever in connection therewith, and the obligations thereof.



## EXHIBIT "B"

### PERMITTED EXCEPTIONS

(A) Any parcel or interest not the subject of a survey dated thirty (30) days or less prior to closing, shall be subject to standard exceptions of title insurance coverage concerning easements or claims of easement not shown by the public records, encroachments, overlays, boundary line disputes, or any other adverse matter which would be disclosed by an accurate survey.

(B) Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the property, including submerged, filled and artificially exposed lands and lands accreted to such lands.

(C) Any law, ordinance or governmental regulation, including, without limitation, building restrictions and zoning regulations heretofore or hereafter adopted by any municipal or other public authority.

(D) Any matter shown on a title insurance commitment which does not or will not materially impair the ability of the Net Plant Site or Retained Acreage Lease to be used by the City for the purpose of providing wastewater services or facilities in the normal course of business, or subsequent restoration and use of the Net Plant Site.

(E) The parties acknowledge and understand that SBUC and Wulfert will, at a minimum, quit claim all Easements together with any right, title or interest SBUC or Wulfert may have in any Easements used or available to use by the SBUC or Wulfert in conjunction with the operation of the Wastewater System or Plant Site without any warranty, subject to all matters of record.

(F) Any and all assessments becoming liens subsequent to the date of closing, and in addition, if at the date of closing the property or any part thereof shall be or shall have been affected by any assessment or assessments which are payable in installments or may be paid in installments without penalty, the City shall pay all such installments which shall become due and payable or which may be paid without penalty after the date of closing.

(G) Taxes for the year closing and subsequent years.

## TRANSFER, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT is made and entered into this 3<sup>RD</sup> day of MARCH, 2008, by and between the City of Sanibel, Florida, a municipal corporation of the State of Florida (the "City") and Sanibel Bayous Utility Corporation, a Florida corporation ("SBUC"), and Wulfert Properties, LLC, a Florida limited liability company ("Wulfert")(collectively, the "Sellers").

### WITNESSETH:

**WHEREAS**, Sellers have as of even date conveyed to the City, pursuant to that certain Agreement to Purchase Wastewater System and Real Property (the "Purchase Agreement") between Sellers and the City, all of the real and personal property, both tangible and intangible, which comprises the Purchased Assets and certain real property, identified as the Plant Site, all as described therein.

**NOW THEREFORE**, in consideration of the mutual promises, covenants, representations and agreements contained herein, together with \$10 and other good and valuable consideration exchanged between the parties, the parties do undertake, promise and agree for themselves, their permitted successors and assigns as follows:

**SECTION 1. PURPOSES AND DEFINITIONS.** This Agreement is intended to (A) supplementally transfer and respectively assign SBUC's rights, remedies, powers, title and interest in the Purchased Assets, arising by virtue of the authorizations to provide service granted by the Florida Public Service Commission, any permits or other authorizations relating to the Wastewater System, supplementally convey, transfer and assign respectively any interest of Wulfert in the Wastewater System, Purchased Assets, and Plant Site to the City, arising by virtue of the City assuming the operation and control over the Wastewater System, the Purchased Assets, and the Plant Site, (B) establish certain post closing relationships of the parties, and (C) provide for the assumption by the City the operation of the Utility System.

### **SECTION 2. REPRESENTATIONS.**

(A) The representations and warranties of Sellers and the City in the Purchase Agreement are true and correct in all material respects as of the date hereof with the same effect as if such representations and warranties were made or given by each respective party on the date hereof.

DOCUMENT NUMBER-DATE

02619 APR-4 8

FPSC-COMMISSION CLERK

(B) To the best of each party's knowledge and belief, SBUC, Wulfert, and the City have performed in all material respects all of their obligations and have complied with all of the covenants and agreements required by the Purchase Agreement to be performed or complied with by SBUC, Wulfert and the City prior to or on the date of closing, unless waived in writing.

(C) To the best of SBUC's and Wulfert's knowledge and belief, neither SBUC nor Wulfert has been notified of any claim, demand, breach, or default under any agreement to be assumed under Section 5(A)(b)(i) hereof.

**SECTION 3. TRANSFER AND ASSIGNMENT.** SBUC and Wulfert shall, and do hereby, transfer, transfer, assign, convey, and grant, bargain and sell unto the City all of SBUC's and Wulfert's respective rights, remedies, powers, title or interest in the Purchased Assets, including any rights, remedies, powers, title or interest arising by virtue of the authorizations to provide service granted by the Florida Public Service Commission or arising by virtue of the City assuming the operation and control of the Wastewater System, Purchased Assets, and Plant Site. The foregoing transfer and assignment is supplemental to all other instruments and actions necessary to convey the Wastewater System, Purchased Assets, and Plant Site close pursuant to the Purchase Agreement.

**SECTION 4. POST CLOSING RELATIONSHIP.** From time to time after closing, each party hereto shall, upon request of the other, execute, acknowledge and deliver, or shall cause to be executed, acknowledged and delivered without additional expense to the parties, all such further acts, deeds, assignments, transfers or other documentation for (1) confirming or correcting title in the name of the City or perfecting undisputed and unencumbered possession by the City any or all of the Wastewater System, Purchased Assets or Plant Site including, but not limited to, the establishment or conveyance of record of utility easements for all wastewater utility facilities which are a part of the Wastewater System and in existence at the time of closing, or (2) otherwise fulfilling the obligations of the parties under the Purchase Agreement.

## SECTION 5. ASSUMPTION.

(A) The City hereby assumes the operation of the Wastewater System and those obligations, duties and liabilities (1) accruing thereto after the City takes possession of the Purchased Assets and Plant Site, (2) assumed by the City in the Purchase Agreement and (3) including those expressly assumed as follows:

(a) the obligation to return customer deposits in due course; and

(b) the rights and obligations of SBUC and/or Wulfert under the following agreements.

(i) **Insert list of applicable agreements.** ~~—~~ *NONE*

(ii) All obligations and liabilities of SBUC, not to exceed the aggregate amount of **[\$5,000]**, for outstanding and unfulfilled purchase orders or other unfulfilled contracts for materials, supplies and services reasonably ordered by SBUC relative to the operation of the Wastewater System in the ordinary course of business but not delivered prior to the date of closing.

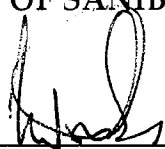
(D) Upon closing pursuant to the Purchase Agreement and the transfer of possession of the Wastewater System, Purchased Assets and the Plant Site to the City thereunder, SBUC's authorization to provide wastewater services to the Wastewater System by the Florida Public Service Commission granted within the City shall be deemed terminated and SBUC shall be released from any further obligation or responsibility to act or serve as a provider of water or wastewater services for the Utility System. Notwithstanding the foregoing, SBUC shall prior to or immediately upon closing apply for termination of all certificates of authorization issued by the Florida Public Service Commission, which shall be issued as a matter of right pursuant to Section 367.071(4)(a), Florida Statutes. Accordingly, upon execution and delivery hereof, the City acknowledges and accepts the responsibility and obligation to provide wastewater services, as a governmentally owned and controlled service provider within the area of the City previously served by SBUC.

**SECTION 6. BINDING EFFECT.** This Agreement shall inure to the benefit of and be binding upon SBUC and the City and their successors and assigns.

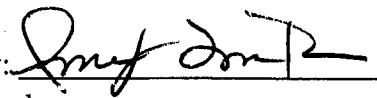
IN WITNESS WHEREOF, the City of Sanibel, Sanibel Bayous Utility Corporation and Wulfert Properties, LLC have caused this Agreement to be duly executed and entered into on the date first above written.

**CITY OF SANIBEL, FLORIDA**

(SEAL)

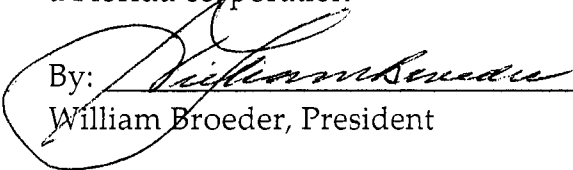
By:   
Mick Denham, Mayor

ATTEST:

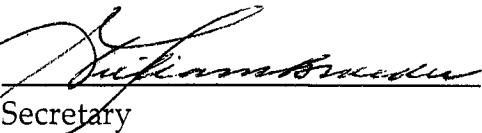
By:   
Clerk

**SANIBEL BAYOUS UTILITY CORPORATION,**  
a Florida corporation

(SEAL)

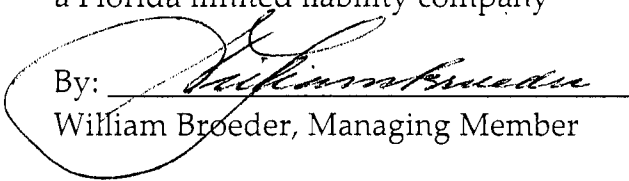
By:   
William Broeder, President

ATTEST:

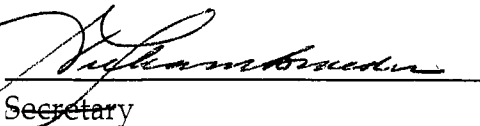
  
Secretary

**WULFERT PROPERTIES, LLC,**  
a Florida limited liability company

(SEAL)

By:   
William Broeder, Managing Member

ATTEST:

  
Secretary

**CERTIFICATE RELATING TO  
OUTSTANDING WATER AND WASTEWATER SERVICE OBLIGATIONS**

**WHEREAS**, the City of Sanibel, Florida, a municipal corporation of the State of Florida (the "City"), and Sanibel Bayous Utility Corporation, a Florida corporation ("SBUC"), entered into that certain Agreement to Purchase Wastewater System and Real Property on the 15<sup>th</sup> day of January, 2008 (the "Agreement"); and

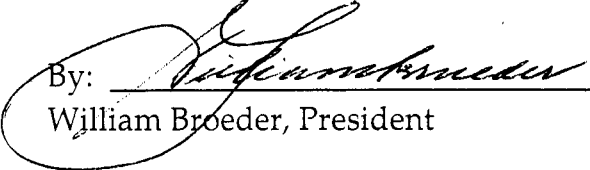
**WHEREAS**, Section 4.03 of the Agreement provides that SBUC deliver one or more certificates to the City which reasonably identifies information necessary for the City to perform its final due diligence.

**NOW, THEREFORE**, to comply with the Agreement, SBUC does hereby certify to the City that the attached information is provided in compliance with Section 4.03 of the Agreement and is a schedule, with respect to all executory agreements under which SBUC as the owner of the Wastewater System has any continuing or outstanding water or wastewater service obligations as of date of Agreement to Purchase Wastewater Assets and Real Property, which shows the total number of (1) contractual connections; (2) contractual connections paid for and not yet connected; (3) contractual connections not yet paid for and not yet connected; and (4) any contractual connections for which SBUC has or expects to begin collecting a periodic minimum or base charge prior to closing.

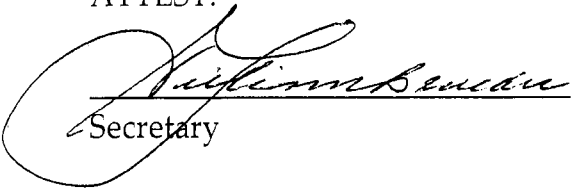
**IN WITNESS WHEREOF**, Sanibel Bayous Utility Corporation has executed this certificate as of this 14<sup>th</sup> day of FEBRUARY, 2008.

**SANIBEL BAYOUS UTILITY  
CORPORATION**

(SEAL)

By:   
William Broeder, President

ATTEST:

  
Secretary

DOCUMENT NUMBER-DATE

02619 APR-4 08

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**ATTACHMENT TO  
CERTIFICATE RELATING TO  
OUTSTANDING WATER AND  
WASTEWATER SERVICE OBLIGATIONS**

**(CUSTOMER LIST ATTACHED)**

305-864-2283  
PJ FAX  
803-9106 cell  
Sheet2

Active Status	Name contains...	Balance	Balance Total	Bill to 2	Bill to 3	Bill to 4	Bill to 5	Terms	Rep
Active	Abbot, Steve - #4 H/L2	0.00	0.00	5391 Shearwater Drive	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Almack, Lorné - #88 S/B 1	0.00	0.00	2090 Wild Lime Dr.	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Altieri, Michael - #106 S/B 2	0.00	0.00	7062 Bayview Dr.	Sodus Point, NY 14555			Next Due 04/01/2008	
Active	Arbuckle, Robert - #94 S/B 1	0.00	0.00	2042 Wild Lime Dr.	Sanibel, FL 33957-2406			Next Due 04/01/2008	
Active	Badaich, Diane - #10 H/L 1	0.00	0.00	14380 RIVA DEL LAGO DR.	UNIT 2104S	FT. MYERS, FL 33907		Next Due 04/01/2008	
Active	Bakely, Carol - #108 S/B 1	0.00	0.00	4563 Brainard Bayou	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Barba, Robert - #119 S/B1	0.00	0.00	2065 Wild Lime Dr	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Bell, Wayne #148 S/B 1	0.00	0.00	3445 Cathryn Drive	Columbus, GA 31906			Next Due 04/01/2008	
Active	Bennett, John O. #213 S/B 2	0.00	0.00	55 Windward Way	Red Bank, NJ 07701-2479			Next Due 04/01/2008	
Active	Blanda, Joe - #159 S/B1	0.00	0.00	5996 Ledgeview Dr	Peninsula, OH 44264			Next Due 04/01/2008	
Active	Blind Pass Condo Assoc. - CONDO 107-08	0.00	0.00	C/O Benson's. Inc. <i>KENT BENSON</i>	12650 Whitehall Dr.	Ft. Myers, FL 33907-3619		Next Due 04/01/2008	
Active	Bock, D.M. #120 S/B1	0.00	0.00	6727 Apache Rd.	Edina, MN 55439			Next Due 04/01/2008	
Active	Bonter, Jamie #91 S/B1	0.00	0.00	2066 Wild Lime Dr.	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Breda, William #22 H/L 1	0.00	0.00	5422 Osprey Ct.	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Buck, Jeff & Joanne	67.09	67.09	4542 Bowen Bayou Road	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Burnsed, Joseph #126 S/B1	67.09	67.09	4596 Brainard Bayou Rd.	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Campean, Lynn #137 S/B 1	0.00	0.00	4576 Buck Key Road	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Cantalupo, Rocco #96 S/B 1	0.00	0.00	2026 Wild Lime Dr.	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Capps, R.V. #115 S/B 1	0.00	0.00	4639 Brainard Bayou Road	P O Box 719	Sanibel, FL 33957		Next Due 04/01/2008	
Active	Costello, Michael & Linda #215 S/B 2	437.07	437.07	5300 Umbrella Pool RD	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Cattell, Donald #154 S/B 1	0.00	0.00	4515 Bowen Bayou Road	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Clary, Marcus #221 S/B 2	0.00	0.00	1834 Long Point Lane	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Collen, Bruce #21 H/L 1	67.09	67.09	5418 Osprey Court	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Connor, John #23 H/L 1	0.00	0.00	5107 Vinings Estates Way	Mabelton, GA 30126			Next Due 04/01/2008	
Active	Corke, Mark #121 S/B 1	67.09	67.09	2045 Wild Lime Dr	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Coughlin, Charles #148 S/B 1	0.00	0.00	4631 Bowen Bayou Rd	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Culverhouse, Martyn E TR #24 H/L 1	62.09	62.09	5430 OSPREY CT	SANIBEL, FL 33957			Next Due 04/01/2008	
Active	Cummings, John #118 S/B 1	0.00	0.00	228 Emily Drive	Park Ridge, NJ 07656-1011			Next Due 04/01/2008	
Active	Davies, Duncan #162 S/B 1	0.00	0.00	4556 BOWEN BAYOU ROAD	SANIBEL, FL 33957			Next Due 04/01/2008	
Active	Downey, William - A H/P	0.00	0.00	5423 Shearwater Dr	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Downing, George #173 S/B 2	0.00	0.00	1900 E. 9th St	3200 National City Ctr.	Cleveland, OH 44114		Next Due 04/01/2008	
Active	Ely, R. Grosvenor #6 H/L 1	0.00	0.00	Att. Lynn Anderson	95 Rowayton Avenue	Rowayton, CT 06853-1405		Next Due 04/01/2008	
Active	Enders, Kenneth #167 S/B 1	0.00	0.00	6 Royal Hapmton Ct.	Sugarland, TX 77479			Next Due 04/01/2008	
Active	Finnell, Phillip #129 S/B 1	0.00	0.00	4626 Brainard Bayou	Sanibel, FL 33957-2401			Next Due 04/01/2008	
Active	Fitzpatrick, Denise m #155 S/B 1	0.00	0.00	323 Crooked Billet Rd	Hatboro, PA 19040			Next Due 04/01/2008	
Active	Frese, Janie #92 S/B 1	0.00	0.00	2058 Wild Lime Dr.	Sanibel, FL 33957			Next Due 04/01/2008	



Active Status	Name contains...	Balance	Balance Total	Bill to 2	Bill to 3	Bill to 4	Bill to 5	Terms	Rep
Active	Fulk, Mr & Mrs Bill #124 S/B 1	0.00	0.00	P O Box 1050	Sanibel, FL 33957-1167			Next Due 04/01/2008	
Active	Gardner, Tim #7 H/L 1	0.00	0.00	5415 Osprey Ct.	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Gemundsen, Dennis #112 S/B 1	0.00	0.00	N70 W26458 Thousand Oaks Dr.	Sussex, WI 53089			Next Due 04/01/2008	
Active	Gestwicki, Ron #170 S/B 2	0.00	0.00	1957 Sanibel Bayous Rd.	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Ginipro, Andrew #113 S/B 1	0.00	0.00	4619 Brainard Bayous Rd	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Glenn, William & Marjorie #3 H/L 2	0.00	0.00	POB 688	10325 North Shore Rd.	Ephraim, WI 54211, WI 54211		Next Due 04/01/2008	
Active	Green, Robert #164 S/B 1	46.00	46.00	4570 Bowen Bayou Rd.	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Greenfield, B #123 S/B 1	0.00	0.00	2015 Wild Lime Drive	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Greenfield, Barry #125 S/B 1	0.00	0.00	2015 Wild Lime Dr.	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Greten, Kevin #141 S/B 1	0.00	0.00	P.O. Box 1342	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Gumbert, Karen J. #168 S/B 1	0.00	0.00	1254 Broadway	San Francisco, CA 94109			Next Due 04/01/2008	
Active	Gutierrez, Mr. & Mrs Francis #9 H/L2	0.00	0.00	175 Spring Lane	Winnetka, IL 60093			Next Due 04/01/2008	
Active	Halliday, John #214 S/B 2	77.09	77.09	Kilkenny House	35 Morningfield Rd.	Aberdeen AB154AP	Scotland	Next Due 04/01/2008	
Active	Hanson, Marguerite #87 S/B 1	0.00	0.00	764 NH Rte 123A	Alstead, NH 03602			Next Due 04/01/2008	
Active	Harlow, Charlotte #224 S/B 2	0.00	0.00	1821 Long Point Lane	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Harpham, Malcolm #D H/P	0.00	0.00	5431 Shearwater Dr.	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Hazel, Mark and Sarah #C H/P	0.00	0.00	5429 Shearwater Drive	Unit C	Sanibel, FL 33957		Next Due 04/01/2008	
Active	Heaney, Thomas #152 S/B 1	0.00	0.00	P O Box 1064	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Henner, Murray #175 S/B 2	0.00	0.00	7675 E SOARING EAGLE WAY	SCOTTSDALE, AZ 85262			Next Due 04/01/2008	
Active	Heron's Landing H.O.A. - 2 Pools	0.00	0.00	Attention: Jeanette MacKesy	703 Tarpon Bay Road	Sanibel, FL 33957		Next Due 04/01/2008	
Active	Hoberman, Lori #134 S/B 1	0.00	0.00	95 Dogwood Avenue	Roslyn Harbor, NY 11576			Next Due 04/01/2008	
Active	Hooper, Linda #4 H/L 1	0.00	0.00	5427 Osprey Ct.	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Igo, Terence #114 S/B 1	0.00	0.00	4629 Brainard Bayou Rd.	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Jacobs, Lana S. Trust #17 HL 1	0.00	0.00	7431 Wetherington Dr.	West Chester, OH 45069			Next Due 04/01/2008	
Active	Janku, Sieglinde #147 S/B 1	0.00	0.00	4619 Bowen Bayou	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Johns, David #111 S/B 1	129.18	129.18	4599 Brainard Bayou Road	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Johnson, Elizabeth G #197 S/B 2	0.00	0.00	5268 LADYFINGER LAKE RD	SANIBEL, FL 33957-2422			Next Due 04/01/2008	
Active	Kirby, Don #104 S/B 1	0.00	0.00	10164 NORELL AVE.	STILLWATER, MN 55082			Next Due 04/01/2008	
Active	Kirchner, Matt #176 S/B 2	0.00	0.00	5279 Ladyfinger Lake Rd.	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Knaus, Robert #110 S/B 1	67.09	67.09	P.O. Box 1009	Southbury, CT 06488			Next Due 04/01/2008	
Active	Kremer, Amy #127 S/B 1	0.00	0.00	218 State Street 4N	New Haven Ct. 06510			Next Due 04/01/2008	
Active	Ladd, David #H H/P	0.00	0.00	5422 Shearwater Dr	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Ladner & Meier Sanibel Property #15 H/L 1	67.09	67.09	2621 East 23rd Street	Tulsa, OK 74114			Next Due 04/01/2008	
Active	Langton, Stuart #98 S/B 1	0.00	0.00	2010 Wild Lime Dr.	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Larson, William A. #145 S/B 1	0.00	0.00	501 Ayr Hill Avenue	Vienna, VA 22180			Next Due 04/01/2008	
Active	Law, Jack R. # B H/P	0.00	0.00	5425 Shearwater Dr.	Sanibel, FL 33957			Next Due 04/01/2008	

Active Status	Name contains...	Balance	Balance Total	Bill to 2	Bill to 3	Bill to 4	Bill to 5	Terms	Rep
Active	Lederman, George #107 S/B 1	0.00	0.00	1985 Wild Lime Dr.	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Maloñe, Patrick #103 S/B 1	0.00	0.00	Indian Beach Harbor	12835 134th Ave. NE	Spicer, MN 56288		Next Due 04/01/2008	
Active	Marx, William #18 H/L 1	0.00	0.00	2521 Broadway Street	Boulder, CO 80304			Next Due 04/01/2008	
Active	Maudlin, Don #109 S/B 1	0.00	0.00	4577 Brainard Bayou Rd.	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Mazzullo, Patrick #122 S/B 1	67.09	67.09	164 Dahlia Dr.	Mahopac, NY 10451			Next Due 04/01/2008	
Active	McLaughlin, Michael #227 S/B 2	0.00	0.00	5280 Umbrella Pool Rd.	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Meardon, Dave #140 S/B 1	0.00	0.00	P.O. Box 1213	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Mehlig, Dana #216 S/B 2	0.00	0.00	5298 Umbrella Pool Rd.	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Meller, Jr., Robert #157 S/B 1	0.00	0.00	1800 Major Dr.	Golden Valley, MN 55422			Next Due 04/01/2008	
Active	Mergler, Kent #220 S/B 2	0.00	0.00	6306 SE OAKMONT PLACE	Stuart, FL 34997			Next Due 04/01/2008	
Active	Michie, Sharon #93 S/B 1	0.00	0.00	P.O. Box 693	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Miller, Ed #5 H/L 1	0.00	0.00	5423 Osprey Ct.	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Miller, Richard #10 H/L 2	0.00	0.00	5415 Shearwater Dr.	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Mirowsky, John #E H/P	0.00	0.00	4 Inwood Circle	Austin, TX 78746			Next Due 04/01/2008	
Active	Moore, Mitch #89 S/B 1	0.00	0.00	2082 Wild Lime Dr.	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Moore, Robert W #97 S/B 1	0.00	0.00	Areil Hoover	46 Bulter Ave.	MAYNARD, MA 01754		Next Due 04/01/2008	
Active	Morey, Hartley #14 H/L 1	0.00	0.00	1986 My Tern Ct.	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Morgan, Bill #F H/P	0.00	0.00	5438 Shearwater Dr.	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Morgan, George/Jones, Virginia #143 S/B 1	0.00	0.00	4573 Bowen Bayou Rd	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Mucciga, Andrea #228 S/B 2	0.00	0.00	5274 Umbrella Pool Rd.	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Muhler, Hans #217 S/B 2	0.00	0.00	113 Beacon Blvd.	Sea Grit, NJ 08750			Next Due 04/01/2008	
Active	Nichols, Dr. J. #19 H/L 1	0.00	0.00	5234 Netherland Ave.	Bronx, NY 10471			Next Due 04/01/2008	
Active	Ogden, Gary #130 S/B 1	0.00	0.00	144 RIVERSIDE AVE	RIVERSIDE, CN 06878			Next Due 04/01/2008	
Active	Ogden, Robert #8 H/L 1	67.09	67.09	5411 Osprey Ct	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Ohl, Ken #117 S/B 1	0.00	0.00	2099 Wild Lime Dr.	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Parker, Ronald #158 S/B 1	0.00	0.00	4518 Bowen Bayou	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Pendleton/Ayers #135 S/B 1	0.00	0.00	4596 Buck Key Rd.	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Plate, David #13 H/L 1	0.00	0.00	229 Taylor James Blvd	Wadsworth, OH 44281			Next Due 04/01/2008	
Active	Rankin, Dean #101 /B 1	0.00	0.00	1986 Wild Lime Dr	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Rauschert, Richard #222 S/B 2	0.00	0.00	1830 Long Point Lane	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Richmond, H & R #174 S/B 2	750.57	750.57	1901 Sanibel Bayous Rd	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Robison, Frank H #1 H/L 2	813.27	813.27	5379 Shearwater dr.	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Rose, Janine #172 S/B 2	72.09	72.09	200 Esat 71 Street	Apt. 6J	New York, NY 10021		Next Due 04/01/2008	
Active	Rosenberg, Herbert #2 H/L 1	67.09	67.09	5435 Osprey Ct.	Sanibel, FL 33957			Next Due 04/01/2008	
Active	Ryan, Thomas #95 S/B 1	0.00	0.00	25621 Timber Cove	N. Olmsted, OH 44070			Next Due 04/01/2008	
Active	Salisbury, Dr Richard #3 H/L 1	0.00	0.00	Courtings, 301A Hills Rd.	Cambridge CB2 2QS	UK		Next Due 04/01/2008	

Active Status	Name contains...	Balance	Balance Total	Bill to 2	Bill to 3	Bill to 4	Bill to 5	Terms	Rep	
Active	Sands-Ring, Joan #156 S/B 1	65.14	65.14	4506 Bowen Bayou RD.	Sanibel, FL 33957			Next Due 04/01/2008		
Active	Santiva Group LP #171 S/B 2	0.00	0.00	903 Commerce Dr.	Suite 333	Oak Brook, IL 60523-8723		Next Due 04/01/2008		
Active	Savage/Creedon/Regan #128 S/B 1	0.00	0.00	96 High Road	Newbury, MA 09151			Next Due 04/01/2008		
Active	Schneider, Richard #218 S/B 2	0.00	0.00	5294 Umbrella Pool Rd.	Sanibel, FL 33957			Next Due 04/01/2008		
Active	Scuteri, Jeff & Jennifer #219 S/B 2	67.09	67.09	171 Essex Street	Hamilton, MA 01982	<b>SBUC: LOT 219 S/B 2</b> OWNER OF RECORD CALAMINICI, JOSEPH 5 LAPIS CIR WEST ORANGE, NJ 07052		Next Due 04/01/2008		
Active	Segerdahi, Anders #11 H/L 1	0.00	0.00	800 N. Marshall Street	Milwaukee, WI 53202				Next Due 04/01/2008	
Active	Shimberg, Orlene #163 S/B 1	0.00	0.00	4562 BOWEN BAYOU RD	SANIBEL, FL 33957-2425				Next Due 04/01/2008	
Active	Smart, Paul #G H/P	0.00	0.00	5424 Shearwater Dr.	Sanibel, FL 33957				Next Due 04/01/2008	
Active	Smith, Raymond #153 S/B 1	0.00	0.00	4 Glenn Lane	New City, NY 10956-3012				Next Due 04/01/2008	
Active	Steven, Kulina Meri #169 s/b 1	750.57	750.57	70 bluff ave	Norwalk, CT 06853				Next Due 04/01/2008	
Active	Strobel, Manfred #150 S/B 1	0.00	0.00	1985 Sanibel Bayou Rd.	Sanibel, FL 33957-2329			Next Due 04/01/2008		
Active	Taylor, Al #11 H/L 2	0.00	0.00	5419 Shearwater Dr.	Sanibel, FL 33957			Next Due 04/01/2008		
Active	Taylor, Merrill #5-#6 H/L 2	0.00	0.00	5395 Shearwater Dr	Sanibel, FL 33957			Next Due 04/01/2008		
Active	The Ridge - 29 lots & 3 rec.	0.00	0.00	C/O Island Management Group	P.O. Box 100	Sanibel, FL 33957		Next Due 04/01/2008		
Active	Thompson, Robert #211 S/B 2	0.00	0.00	5308 Umbrella Pool Rd.	Sanibel, FL 33957			Next Due 04/01/2008		
Active	Thornley, Peter #7 H/L 2	0.00	0.00	5403 Shearwater Dr.	Sanibel, FL 33957	<b>SBUC:#5/6 H/L 2</b> LOTS 5 & 6 ARE COMBINED - LOT 6 HAS SWIMMING POOL		Next Due 04/01/2008		
Active	Trainor, Charles #20 H/L1	0.00	0.00	5414 Osprey Ct.	Sanibel, FL 33957				Next Due 04/01/2008	
Active	Trevor Alexander & Ellen #12 H/L1	687.87	687.87	P.O. BOX 6	Sanibel, FL 33957				Next Due 04/01/2008	
Active	Van Bokkelen, Roxanne #146 S/B 1	0.00	0.00	54 Ancient Highway	Hampton, NH 03842			Next Due 04/01/2008		
Active	Van Laere, John #131 S/B 1	0.00	0.00	4636 Buck Key Rd	Sanibel, FL 33957			Next Due 04/01/2008		
Active	Von Haase, Dale #141 S/B 1	0.00	0.00	4585 Bowen Bayou	Sanibel, FL 33957			Next Due 04/01/2008		
Active	Wigand, Jeannie #90 S/B 1	139.74	139.74	3705 Commodore Point Ct.	Midlothian, VA 23112	<b>SBUC: THE RIDGE</b> PLEASE SEE ATTACHED LIST FOR LOT NUMBERS AND HOMES		Next Due 04/01/2008		
Active	Wixey, Barry #212 S/B 2	67.09	67.09	5306 Umbrella Pool Rd.	Sanibel, FL 33957				Next Due 04/01/2008	
Active	Wolf, Robert #198 S/B 2	0.00	0.00	146 Cherry Street	Northport, NY 11768-3118				Next Due 04/01/2008	
Active	Wood, Samuel #102 S/B 1	0.00	0.00	15 Highland Avenue	Arlington, MA 02476				Next Due 04/01/2008	
Active	Zurbruggen, Rick #226 S/B 2	62.09	62.09	1813 Long Point Lane	Sanibel, FL 33957			Next Due 04/01/2008		
	H/L 1 & H/L 2 = HERON'S LANDING PHASE 1 OR 2									
	S/B 1 & S/B 2 = SANIBEL BAYOUS PHASE 1 OR 2									
	BLIND PASS = 107/08 UNITS									
	H/P = HERON'S POINT TOWNHOMES									
	THE RIDGE = LOTS 177 -210 LESS LOT 208 +(191,192,204 REC- AREA)									
	SANIBEL BAYOUS PHASE 1 & 2 VACANT LOTS			99,100,105,116,132,133,136,138,139,142,149,160,165,166,208						
	SANIBEL BAYOUS PHASE 1 LOT #151 APPLIED FOR HOOK-UP									
	HERON'S LANDING PHASE 1 VACANT LOTS			1,9,16						
	HERON'S LANDING PHASE 2 VACANT LOTS			2,8						

DATE: 2/20/08 TIME: 11:01 AM

## The RIDGE

Page: 1

## OWNER/RESIDENT LISTING AS OF 02/20/08

OWNER/RESIDENT TYPE CODES: (H)=Current Owner (P)=Prev Owner (R)=Resident/Tenant (V)=Developer (\*)=No Owner on Record

Account No	PROPERTY ADDRESS	OWNER	TYPE
177	5285 LADYFINGER LAKE ROAD	BOND	
178	5289 LADYFINGER LAKE ROAD	HASSELMAN	
179	5295 LADYFINGER LAKE ROAD	SULTAR	
180	5297 LADYFINGER LAKE ROAD	CRAIG	
181	5299 LADYFINGER LAKE ROAD	ADKINS	
182	5301 LADYFINGER LAKE ROAD	COOPER	
183	5303 LADYFINGER LAKE ROAD	MANN	
184	5305 LADYFINGER LAKE ROAD	KOSTKA	
185	5307 LADYFINGER LAKE ROAD	TALCOTT	
186	5312 LADYFINGER LAKE ROAD	HARBY	
187	5308 LADYFINGER LAKE ROAD	SEGURA	
188	5306 LADYFINGER LAKE ROAD	DEVGIC	
189	5304 LADYFINGER LAKE ROAD	TRUELSEN	
190	5302 LADYFINGER LAKE ROAD	RANFORD	
193	5284 LADYFINGER LAKE ROAD	RAUH	
194	5280 LADYFINGER LAKE ROAD	GUGGINO	
195	5276 LADYFINGER LAKE ROAD	OPSAL	
196	5272 LADYFINGER LAKE ROAD	BRANDY	
199	5278 UMBRELLA POOL ROAD	GEIS	
200	5286 UMBRELLA POOL ROAD	KYROS	
201	5289 UMBRELLA POOL ROAD	CURETON	
202	5293 UMBRELLA POOL ROAD	DONOVAN	
203	5297 UMBRELLA POOL ROAD	MILLER	
205	5299 UMBRELLA POOL ROAD	BRAMPTON	
206	5303 UMBRELLA POOL ROAD	SCUTERI	
207	5305 UMBRELLA POOL ROAD	BRODHEAD	
209	5309 UMBRELLA POOL ROAD	TRACY	
210	5312 UMBRELLA POOL ROAD	KELLY	

Total Properties Listed: 28

## ASSIGNMENT OF EASEMENTS

**KNOW ALL MEN BY THESE PRESENTS:** That (I) (WE) **WULFERT PROPERTIES, LLC, a Florida Limited Liability Company, SANIBEL BAYOUS UTILITY CORPORATION, a Florida corporation, NATIONWIDE REALTY CORP, a Florida corporation, and NATIONAL INVESTMENT & DEVELOPMENT CORPORATION, a Florida corporation,**

parties of the first part,

in consideration of the sum of Ten Dollars, and other good and valuable consideration, received from or on behalf of **CITY OF SANIBEL, a Florida municipal corporation,**

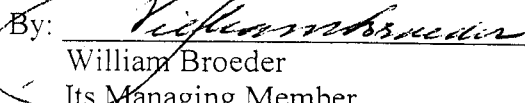
party of the second part,

receipt of which is hereby acknowledged, do hereby grant, bargain, sell, assign, transfer and set over unto the said party of the second part, without warranty, all existing claims, rights, privileges, easements, licenses, prescriptive rights, right-of-ways, claims or rights to use public and private roads, highways, streets and other areas respectively owned, available for use, or used by either Wulfert or SBUC in connection with the construction, reconstruction, installation, expansion, maintenance and operation of all or any part of the Wastewater System operated by Sanibel Bayous Utility Corporation and sold to the City of Sanibel. Such easements shall include, but shall not be limited to, the following:

All easements rights and privileges as described above with respect to the roadways, right-of-ways and utility easements existing within, or evidenced upon the Plats of, Saanibel Bayous Phase I, Sanibel Bayous Phase II, Heron's Landing Phase I and Heron's Landing Phase II, all lying within Section 13, Township 46 South and Range 21 East, within the City of Sanibel, with all maintenance rights but no maintenance obligation granted, assigned or transferred; and Easement as described in O.R. Book 2103, Page 1318, Easement as described in O.R. Book 2220, Page 4213, and Easement as described in O.R. Book 1995, Page 2739.

Party of the second part, as a condition of said assignment(s), specifically acknowledges and agrees to accept said assignment and accepts any conditions, restrictions, obligation or limitations said easements may create on the use of the property described in the Exhibit A "Legal Description" attached hereto.

**WULFERT PROPERTIES, LLC,  
a Florida Limited Liability Company**

By:   
William Broeder  
Its Managing Member

DOCUMENT NUMBER-DATE

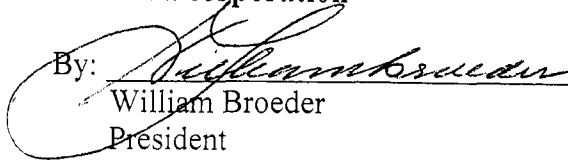
02619 APR-4 8

CDSC-COMMISSION CLERK

ATTEST:

NATIONWIDE REALTY CORP,  
a Florida corporation

  
Secretary

By:   
William Broeder  
President

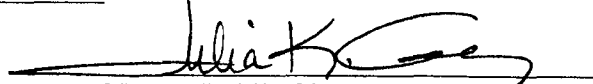
STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of MARCH, 2008, by William Broeder, President, of Nationwide Realty Corp, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

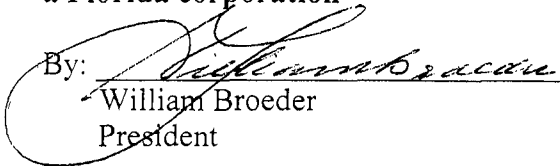
(Affix Stamp/Seal)



**Julia K. Guernsey**  
Commission # DD451786  
Expires September 10, 2009  
Bonded Troy Fair - Insurance, Inc 800-365-7019

  
Notary Public Signature  
JULIA K GUERNSEY  
Notary Printed Name  
My Commission Expires: 9-10-09

NATIONAL INVESTMENT &  
DEVELOPMENT CORPORATION,  
a Florida corporation

By:   
William Broeder  
President

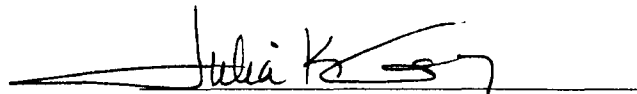
STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of MARCH, 2008, by William Broeder, President, of National Investment & Development Corporation, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

(Affix Stamp/Seal)



**Julia K. Guernsey**  
Commission # DD451786  
Expires September 10, 2009  
Bonded Troy Fair - Insurance, Inc 800-365-7019

  
Notary Public Signature  
JULIA K GUERNSEY  
Notary Printed Name  
My Commission Expires: 9-10-09

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of \_\_\_\_\_, 2008, by William Broeder, Managing Member, of Wulfert Properties, LLC, a Florida Limited Liability Company on behalf of the LLC. He is personally known to me or has produced \_\_\_\_\_ as identification.

(Affix Stamp/Seal)



**Julia K. Guernsey**  
Commission # DD451786  
Expires September 10, 2009  
Bonded Troy Fain - Insurance, Inc. 800-365-7019

Julia K. Guernsey  
Notary Public Signature  
JULIA K GUERNSEY  
Notary Printed Name  
My Commission Expires: 9-10-09

**SANIBEL BAYOUS UTILITY,  
CORPORATION, a Florida corporation**

By: William Broeder  
William Broeder  
President

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of MARCH, 2008, by William Broeder, President, of Sanibel Bayous Utility Corporation, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

(Affix Stamp/Seal)



**Julia K. Guernsey**  
Commission # DD451786  
Expires September 10, 2009  
Bonded Troy Fain - Insurance, Inc. 800-365-7019

Julia K. Guernsey  
Notary Public Signature  
JULIA K GUERNSEY  
Notary Printed Name  
My Commission Expires: 9-10-09

**CERTIFICATE RELATING TO  
MAP OF UTILITY SYSTEM**

**WHEREAS**, the City of Sanibel, Florida, a municipal corporation of the State of Florida (the "City"), and Sanibel Bayous Utility Corporation, a Florida corporation ("SBUC"), entered into that certain Agreement to Purchase Wastewater System and Real Property on the 15 day of JANUARY, 2008 (the "Agreement"); and

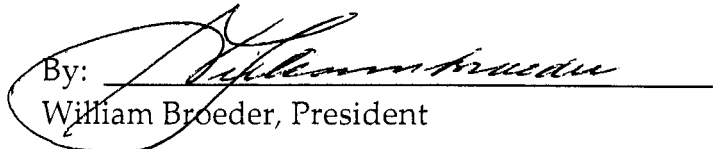
**WHEREAS**, Section 4.03 of the Agreement provides that SBUC deliver one or more certificates to the City which reasonably identifies information necessary for the City to perform its final due diligence.

**NOW, THEREFORE**, to comply with the Agreement, SBUC does hereby certify to the City that the attached information is provided in compliance with Section 4.03 of the Agreement and is a location map of the Wastewater System which generally depicts the areas served by SBUC.

**IN WITNESS WHEREOF**, Sanibel Bayous Utility Corporation has executed this certificate as of this 14<sup>th</sup> day of FEBRUARY, 2008.

**SANIBEL BAYOUS UTILITY  
CORPORATION**

(SEAL)

By:   
William Broeder, President

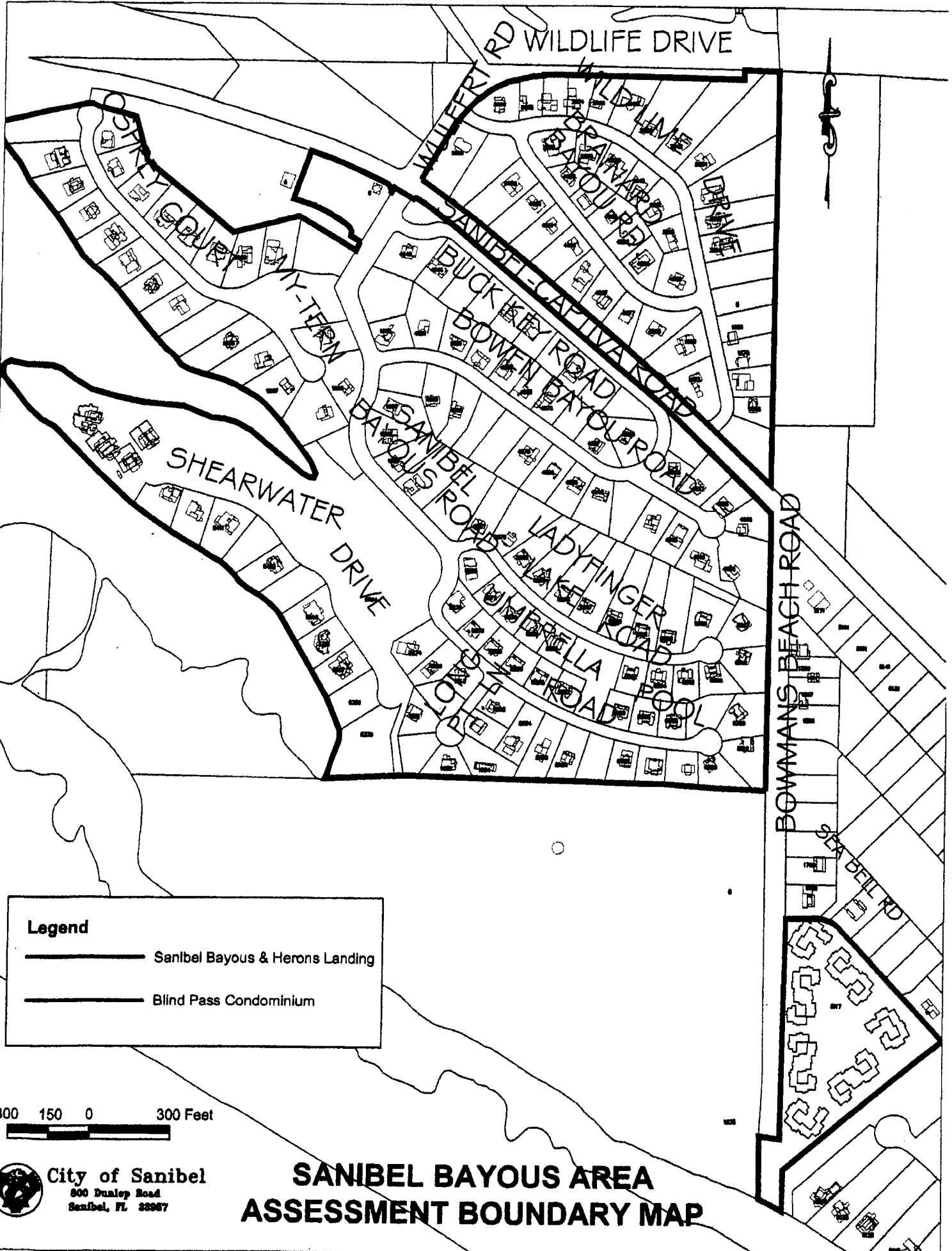
ATTEST:

  
Secretary





**ATTACHMENT TO  
CERTIFICATE RELATING TO  
MAP OF UTILITY SYSTEM**

**(BOUNDARY MAP ATTACHED)**



**Legend**

-  Sanibel Bayous & Herons Landing
-  Blind Pass Condominium

300 150 0 300 Feet



**City of Sanibel**  
 800 Dunlop Road  
 Sanibel, FL 33957

**SANIBEL BAYOUS AREA  
 ASSESSMENT BOUNDARY MAP**

**RECEIPT  
FROM CITY OF SANIBEL  
TO SANIBEL BAYOUS UTILITY CORPORATION  
FOR PURCHASE OF THE  
WASTEWATER SYSTEM AND REAL PROPERTY  
PURSUANT TO THE AGREEMENT TO PURCHASE  
WASTEWATER SYSTEM AND REAL PROPERTY  
BY AND AMONG THE CITY OF SANIBEL,  
SANIBEL BAYOUS UTILITY CORPORATION  
AND WULFERT PROPERTIES, LLC**

I, WILLIAM BROEDER, President, of SANIBEL BAYOUS UTILITY CORPORATION, do hereby acknowledge receipt of the payment of One Dollar and 00/100 (\$1.00) from the CITY OF SANIBEL, said amount representing the Purchase Price for the Sanibel Bayous Wastewater System and Real Property pursuant to Section 3.02 of the Agreement to Purchase Wastewater System and Real Property by and among the CITY OF SANIBEL, SANIBEL BAYOUS UTILITY CORPORATION, and WULFERT PROPERTIES, LLC, dated the 15th day of January, 2008.

ACKNOWLEDGED AND RECEIVED on this 3rd day of March, 2008.

SANIBEL BAYOUS UTILITY  
CORPORATION

By: 

William Broeder,  
President

DOCUMENT NUMBER-DATE

02619 APR -4 8

FPSC-COMMISSION CLERK

CITY OF SANIBEL  
PO

INVOICE

ACCOUNT

PROJ

CHECK NO. 004155

02/27/2008

PURCH WW SYSTEM 46235005356100

AMOUNT  
1.00

SANIBEL BAYOUS UTILITY SYSTEM

3500

TOTAL ▶ \*\*\*\*\*1.00



CITY OF SANIBEL

800 DUNLOP ROAD  
SANIBEL, FLORIDA 33957

TAX EXEMPT NO. 85-8012644102C-7

Bank of America  
SANIBEL, FLORIDA

054155

63-27  
631

VENDOR NUMBER  
3500

DATE  
02/28/2008

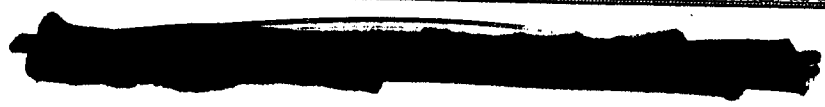
CHECK NUMBER  
54155

NET AMOUNT  
\$\*\*\*\*\*1.00

ONE AND 00/100 DOLLARS

PAY  
TO THE  
ORDER  
OF

SANIBEL BAYOUS UTILITY SYSTEM



REDACTED

DOCUMENT NUMBER-DATE

02619 APR-4 8

FPSC-COMMISSION CLERK