

**WOTITZKY & WOTITZKY**  
ATTORNEYS AT LAW

LEO WOTITZKY  
EDWARD L. WOTITZKY  
JOHN B. MIZELL  
HAL F. WOTITZKY  
WARREN R. ROSS

THE PROFESSIONAL CENTER, SUITE 301  
201 WEST MARION AVENUE  
PUNTA GORDA, FLORIDA 33980-4497

FRANK WOTITZKY  
OF COUNSEL  
PLEASE REPLY TO:

(813) 839-2171 FAX (813) 839-8817

\* BOARD CERTIFIED  
REAL ESTATE LAWYER

578 SOUTH INDIANA AVENUE, SUITE 88  
ENGLEWOOD, FLORIDA 34223

(813) 473-1700 FAX (813) 473-2817

Certified Mail/Return Receipt

March 24, 1995

Director  
Division of Records and Reporting  
Florida Public Service Commission  
Division of Water and Wastewater  
101 East Gaines Street  
Tallahassee, FL 32399-0850

ORIGINAL  
FILE COPY

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MAR 28 11 11  
MAR 30 1995

Re: Docket No. ~~941044-WG~~ Request for Exemption for Provision of  
Water and Wastewater Services by Gasparilla Island Water  
Association, Inc.

Gentlemen:

Complying with the request contained in your communication  
dated March 15, 1995 relative to the above matter we enclose  
herewith the following:

1. Affidavit of Darryl Polk, General Manager, Gasparilla  
Island Water Association in response to paragraph 2 of your  
communication.

2. Responding to paragraph 1, we enclose copies of a lease  
and deeds as follows:

a. Deed from Shirley Lucas, Personal Representative,  
dated September 14, 1981, recorded in Official Records Book 678  
at Page 0571, Public Records of Charlotte County, Florida.

b. Warranty Deed from Robert W. Dein and wife, dated  
February 9, 1982, recorded in Official Records Book 690 at Page  
0214 of the Public Records of Charlotte County, Florida.

c. Deed dated March 21, 1974 from Sunset Realty  
Corporation, recorded in Official Records Book 1027 at Page 1932  
of the Public Records of Lee County, Florida.

d. Warranty Deed from George J. Klemm and wife, dated  
July 11, 1967, recorded in Official Records Book 273 at Page 542  
of the Public Records of Charlotte County, Florida.

YCK \_\_\_\_\_  
FA \_\_\_\_\_  
PP \_\_\_\_\_  
AF \_\_\_\_\_  
MU \_\_\_\_\_  
TR \_\_\_\_\_  
AG \_\_\_\_\_  
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EC \_\_\_\_\_  
AS \_\_\_\_\_  
TH \_\_\_\_\_

*Coker*

DOCUMENT NUMBER-DATE

03247 MAR 28 95

FPSC-RECORDS/REPORTING

e. Warranty Deed from Clyde V. Higel and wife dated June 2, 1967, recorded in Official Records Book 273 at Page 540 of the Public Records of Charlotte County, Florida.

f. Warranty Deed from Joseph H. Berkau and wife, dated October 5, 1967 and recorded in Official Records Book 273 at Page 565 of the Public Records of Charlotte County, Florida.

g. Fee Simple Deed dated August 2, 1967 from Sunset Realty Corporation, recorded in Official Records Book 430 at Page 177 of the Public Records of Lee County, Florida.

h. Warranty Deed dated February 8, 1988 from Alka A. Brancucci, dated February 8, 1988, recorded in Official Records Book 960 at Page 1720 of the Public Records of Charlotte County, Florida.

i. Warranty Deed dated September 23, 1988 from Cape Cave Corporation, recorded in Official Records Book 999 at Page 1495 of the Public Records of Charlotte County, Florida.

j. Lease from Gasparilla Inn Incorporated, dated June 10, 1970, recorded in Official Records Book 606 at Page 706 of the Public Records of Lee County, Florida.

The above referenced deeds and lease comprise lands and buildings owned, occupied and used by Gasparilla Island Water Association, Incorporated. Part of the land comprises a water well field, another part comprises a water treatment plant, still another the office and the lease for land on which the sewage treatment plant is situated.

Gasparilla Island Water Association, Inc., was formed quite a number of years ago for the sole purpose of making available to its members water and sewer services on a non-profit basis. It does not sell water or sewer services to non-members nor does it intend to.

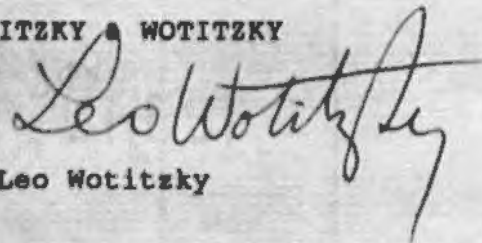
It is hoped that the foregoing information will satisfy your request, but if anything further is required please advise and we will comply without delay.

Very truly yours,

WOTITZKY & WOTITZKY

By:

Leo Wotitzky



LW/kih  
enclosures  
cc: Darrell Polk

AFFIDAVIT

STATE OF FLORIDA  
COUNTY OF LEE

BEFORE ME, the undersigned officer, personally appeared DARRELL POLK, who, after being by me first duly sworn, deposed:

1. My name is Darrell Polk; I am General Manager of GASPARIILA ISLAND WATER ASSOCIATION, INC. (GIWA), a Florida corporation not-for-profit. I make this affidavit on personal knowledge.

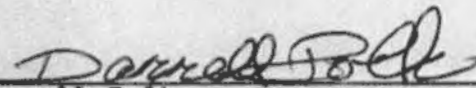
2. GIWA supplies water and wastewater services exclusively to its members, all of whom are property owners on Gasparilla Island and a few nearby areas in Lee and Charlotte Counties.

3. GIWA does not now sell surplus water or provide sewer service to any non-members of GIWA, nor does it intend to make such sales or provide such services in the future.

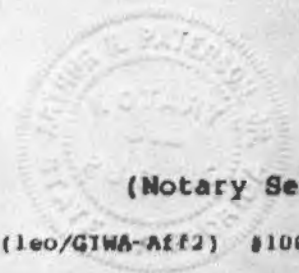
4. There is no developer involved in the control of GIWA, and no developer has ever been so involved.

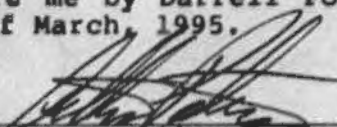
5. GIWA is not a condominium, and is not and never has been a part of a condominium development or project.

IN WITNESS WHEREOF, I hereunto set my hand and seal at Boca Grande, Florida, this 23 day of March, 1995.

  
\_\_\_\_\_  
Darrell Polk

Subscribed and sworn to before me by Darrell Polk, who is personally known to me, this 23 day of March, 1995.



  
\_\_\_\_\_  
Notary Public  
Arthur E. Peterson  
Print Name of Notary Public  
My Commission Expires: 1/28/97  
Commission No.: CC 255 985

State of Florida

Commissioners:  
SUSAN F. CLARK, CHAIRMAN  
J. TERRY DEASON  
JULIA L. JOHNSON  
DIANE K. KIESLING  
JOE GARCIA



DIVISION OF WATER &  
WASTEWATER  
CHARLES HILL  
DIRECTOR  
(904) 488-8482

**Public Service Commission**

March 15, 1995

Mr. Darrell Polk  
P.O. Box 326  
Boca Grande, FL 33921

RE: Docket No. 941044-WS: Resolution of Board of Commissioners of Charlotte County declaring Charlotte County subject to provisions of Chapter 367, F.S. - Request for exemption for provision of water and wastewater services by Gasparilla Island Water Association.

Dear Mr. Polk:

This letter is to follow up on our telephone conversation of March 7, 1995, regarding Gasparilla Island Water Association's application for exemption. After a subsequent staff meeting with our legal counsel we determined that in order to grant Gasparilla Island Water Association an exemption pursuant to Section 367.022(7), Florida Statutes, as a non-profit organization, the following deficiencies must be corrected:

1. The application did not contain proof of ownership of the utility facilities and the land upon which the facilities will be located or other proof of its right to continued use of the land, as required by Rule 25-30.060(3)(g), Florida Administrative Code. We request that you file proof of ownership pursuant to the above rule. Sufficient proof of ownership is in the form of a warranty deed, or a long term lease, showing the right to continued use of the land. If you are unable to locate a deed, we will accept a deed from an individual unit showing that the unit owner owns a percentage of share of the common elements combined with the Declaration of Condominium which indicates that the utility is a part of the common elements.
2. Section A, Article II, of the Articles of Incorporation indicates that Gasparilla Island Water Association sells any surplus water remaining after the needs of its members have been satisfied. In order to be granted an exemption pursuant to Section 367.022(7), Florida Statute, Gasparilla Island Water Association must provide an affidavit stating that Gasparilla isn't selling surplus water to non-members and doesn't plan to sell such water in the future.

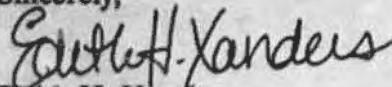
Mr. Darrell Polk  
Page 2  
March 15, 1995

3. Rule 25-30.060(3)(g) requires the Articles of Incorporation and/or bylaws to show the circumstances under which control of the association passes from the developer to non-developer members. To comport with this requirement, the affidavit mentioned in paragraph 2 above should further state that there is no developer involved in the control of the Association, nor ever has been.

In addition, Section 3, Article V of the By Laws states that each member shall be entitled to one vote only, regardless of the number of certificates of membership held. Such language contradicts Rule 25-30.060(3)(g), Florida Administrative Code, which requires one vote for each unit owned. We understand your intention to adopt such a rule for voting rights and your difficulty to amend it at this moment. We are in the middle of determining the best course of action regarding this requirement, and we will inform you of our decision on this issue as soon as it is available.

It is the intention of the Florida Public Service Commission to expedite requests for exemptions. The above deficiencies must be corrected in order for us to complete the non-profit exemption pursuant to Section 367.022(7), Florida Statutes. Therefore, please submit the original and two copies of the above requested information by April 15, 1995, to Director, Division of Records and Reporting, 101 East Gaines Street, Tallahassee, Florida, 32399-0850. Please refer to Docket No. 941044-WS on your response. If you have any additional questions, please do not hesitate to contact Clay Zhang at (904) 488-8482.

Sincerely,



Edith H. Xanders  
Regulatory Analyst

cc: Division of Water and Wastewater (Hill, Zhang)  
Division of Legal Services (Edmonds)  
Division of Records and Reporting  
Leo Wotitzky

This Indenture Made the 14<sup>th</sup> day of September, A. D. 19 81 by

SHIRLEY LUCAS, as personal representative of the Estate of  
ADELL KATZ, deceased,  
hereinafter called the grantor, to GASPARILLA ISLAND WATER ASSOCIATION,  
INC.

whose postoffice address is Post Office Box 326, Boca Grande, Florida 33921,  
hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties in this instrument and  
the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

**Witnesseth:** That the grantor, for and in consideration of the sum of \$ 1.00 and other  
valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, re-  
leases, releases, and transfers unto the grantee, all that certain land situate in Charlotte  
County, Florida, viz:

Tract 27, Unit 2, LEMON BAY GROVES, as recorded in  
Plat Book 3, Page 17, of the Public Records of  
Charlotte County, Florida.

Subject to easements, restrictions, reservations and  
limitations of record, if any.

OR 678 PG 0571

This is a corrective deed. This deed is given to correct  
the identification of the grantor in deed dated March 9,  
1981 and recorded in Official Records Book 663, at page  
1292, of the Public Records of Charlotte County, Florida.



81 SEP 22 AP 21

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in any-  
wise appertaining.

**To Have and to Hold,** the same in fee simple forever.

**In Witness Whereof,** the said grantor has hereunto set her hand and seal the day and year  
first above written.

Signed, sealed and delivered in our presence:

*[Signature]*  
D. W. Elyson

*[Signature]*  
Shirley Lucas, as personal  
representative of the  
Estate of Adell Katz,  
deceased

STATE OF FLORIDA  
COUNTY OF LEE

I HEREBY CERTIFY that on this day, before me, an  
officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared  
SHIRLEY LUCAS, as personal representative of the Estate of Adell  
Katz, deceased  
to me known to be the person described in and who executed the foregoing instrument and she acknowledged  
before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 14<sup>th</sup> day of  
September, A. D. 1981.

RECORD WITHIN Public P. Approved Clerk  
By Calvin P. [Signature] P.S.

*[Signature]*  
Notary Public  
My commission expires: \_\_\_\_\_

This instrument prepared by:  
Address WOTITZKY, WOTITZKY, MANDELLI, HATSEL & WILKINS  
This instrument was prepared by  
LEO WOTITZKY OF  
WOTITZKY, WOTITZKY, MANDELLI, HATSEL & WILKINS

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES SEPTEMBER 22, 1981

81 544753

# This Indenture,

Made this 9th day of MARCH  
BETWEEN

A.D. 19 81

OR 663 PG 1292

ESTATE OF ADELL KATZ, SHIRLEY LUCAS, PERSONAL REPRESENTATIVE

of the County of LEE, State of FLORIDA, party of the first part, and  
GASPARILLA ISLAND WATER ASSOCIATION, INC.

of the County of CHARLOTTE, State of FLORIDA, whose post office address is

P.O. Box 326, Boca Grande, Florida  
parties of the second part,

Witnesseth, that the said party of the first part, for and in the sum of  
TEN DOLLARS and NO/100, AND OTHER GOOD AND VALUABLE CONSIDERATIONS  
to her in hand paid by the said parties of the second part, the receipt whereof is hereby  
acknowledged, has granted, bargained, and sold to the said parties of the second part, their  
heirs and assigns forever, the following described land, situate, and being in the County of CHARLOTTE,  
State of FLORIDA, to wit:

Tract 27, Unit 2, LEMON BAY GROVES, as recorded in Plat Book 3, P. 17,  
Public Records of CHARLOTTE COUNTY, FLORIDA.

81  
APR 16 1981  
OFFICIAL RECORDS  
RECORD VERIFIED - Buddy C. Alexander, Clerk  
By: [Signature] P.S. [Signature]

Subject to easements, restrictions, reservations and limitations of record,  
if any.

And the party of the first part does hereby fully warrant the title to said land, and will defend the same  
against the lawful claims of all persons whomsoever,

In Witness Whereof, The said party of the first part has hereunto set hand and seal  
the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]  
WITNESS

ESTATE OF ADELL KATZ.....

[Signature]  
WITNESS

[Signature]  
BY: SHIRLEY LUCAS, Personal Representative

STATE OF FLORIDA  
COUNTY OF LEE

I hereby certify that on this day, before me, an officer duly authorized in the State  
aforesaid and in the County aforesaid to take acknowledgments, personally appeared

SHIRLEY LUCAS, Personal Representative

to me known to be the person described in and who executed the foregoing instrument and she  
acknowledged before me that she executed the same. WITNESS my hand and official seal in the  
County and State last aforesaid this 1st day of APRIL A.D. 19 81



[Signature]  
NOTARY  
My Commission Expires:

81 526064

WARRANTY DEED FROM INDIVIDUAL TO CORPORATION

This Warranty Deed Made the 7th day of February A. D. 1985 by ROBERT W. DEIN AND BARBARA P. DEIN, HUSBAND AND WIFE hereinafter called the grantor, to GASPARIILA ISLAND WATER ASSOCIATION, INC., a corporation existing under the laws of the State of Florida with its permanent postoffice address at Rt. 1, Box 326, Lecra Creek, FL 33421 hereinafter called the grantee:

Wherever used herein the terms "grantee" and "grantor" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations

Witnesseth: That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, alien, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Charlotte County, Florida, viz:

Tract 5, LEMON BAY GROVES, Unit No. 1, as per plat thereof recorded in Plat Book 3, Page 5, of the Public Records of Charlotte County, Florida.

RECORDED BY... 1985 FEB 11 10 50 AM

Subject to all valid restrictions, reservations and easements of record,

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any-wise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1981.

RECORD VERIFIED - Buddy C. Alexander, Clerk

By [Signature] B.C. Joan Keeney

In Witness Whereof, the said grantor has hereunto set their hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

[Signatures of Robert W. Dein and Barbara P. Dein] ROBERT W. DEIN BARBARA P. DEIN STATE OF FLORIDA, COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared to me ROBERT W. DEIN AND BARBARA P. DEIN, HUSBAND AND WIFE knows to be the persons described in and who executed the foregoing instrument and they acknowledged that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 7th day of February, A. D. 1985

Notary Public, State of Florida My Commission Expires Nov 2, 1985. This Instrument prepared by: Address:

[Signature of Nancy Zealand] NOTARY PUBLIC [Notary Seal]

4.00 200. 125.00

82 560099

CHELSEA TITLE & GUARANTY COMPANY 2200 S. TAMiami TRAIL - VENICE, FL 33503 INCIDENTAL TO THE ISSUANCE OF TITLE INSURANCE. RETURN TO SAME.

OR 690 P6 0214





This Warranty Deed Made the 30th day of January A. D. 1981 by HELEN T. KLEMM, Personal Representative of GEORGE J. KLEMM, deceased, and individually hereinafter called the grantor, to GASPARILLA ISLAND WATER ASSOCIATION, INC.

a corporation existing under the laws of the State of Florida with its permanent postoffice address at P.O. Box 326, Boca Grande, Florida 33921 hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, releases, conveys and confirms unto the grantee, all that certain land situate in Charlotte County, Florida, viz:

Lot 21, LEMON BAY GROVES, Unit No. 2, according to the Plat thereof recorded in Plat Book 3, Page 17, of the Public Records of Charlotte County, Florida.

Subject to taxes for 1981; subject also to restrictions as shown in Plat of above described land in Plat Book 3, Page 17.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any-wise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1980

FILED 1:27 PM 1981 Buddy C. Alexander CLERK CIRCUIT COURT

In Witness Whereof, the said grantor has hereunto set first and last day of January 1981

Signed, sealed and delivered in our presence:

Margaret Brechin 1st witness Augusta Schiller 2nd witness

Helen T. Klemm Helen T. Klemm, Personal Representative of George J. Klemm, deceased, and individually

STATE OF FLORIDA, NEW JERSEY COUNTY OF BURLINGTON

I HEREBY CERTIFY that on this day, before me, an

officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared HELEN T. KLEMM, Personal Representative of GEORGE J. KLEMM, deceased, and individually, to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 30th day of January, A. D. 1981.

Margaret Brechin Notary Public My commission expires January 31, 1985

Margaret Brechin Notary Public My commission expires January 31, 1985

This Instrument prepared by Instrument Was Prepared By FRANK WOTITZKY OF WOTITZKY, WOTITZKY, MANDELL, BATSEL & WILKINS Attorneys at Law

12080

81 517877



And the said part y of the first part, for it and for its successors and assigns warrants the above described and hereby granted and released premises, and every part and parcel thereof, with the appurtenances, unto the said party of the second part its successors and assigns, and assigns, against the said part y of the first part, its successors and assigns, and against all and every person or persons whomsoever lawfully claiming or to claim the same, by, through and under the grantor herein, shall and will warrant and by these presents forever defend.

In Witness Whereof, The said part y of the first part has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in presence of us:

*Michael J. Noonan*  
*Francis Siegra*

SUNSET REALTY CORP.  
By: *Henry L. Schwartz*  
Henry I. Schwartz,  
President

State of ~~NEW YORK~~ NEW YORK  
County of NEW YORK

ATTEST: *S. Hoyt Sayer*  
S. Hoyt Sayer, Assistant Secretary  
HENRY L. SCHWARTZ  
and S. HOYT SAYER,

SEAL)

On this day personally appeared before me, President & Secretary, respectively, to me well known and known to me to be the individual described in and who executed the foregoing deed of conveyance, and acknowledged that they executed the same for the purpose therein expressed, whereupon it is prayed that the same may be recorded.

In Witness Whereof, I have hereunto affixed my hand and official seal, this 21st day of MARCH, A. D. 1974

*William Whitford*  
Notary Public - State of New York

County of NEW YORK  
State of NEW YORK  
County of NEW YORK

My Commission Expires:  
LOUISE T. WHITFORD  
NOTARY PUBLIC, State of New York  
No. 31-5640276  
Qualified in New York County  
Commission Expires March 30, 1974

I, Norman Goodman, County Clerk and Clerk of the Supreme Court of the State of New York, in and for said County and State, do certify that on the

NEW YORK COUNTY  
State of New York  
County of New York

No. 46640 Form

I, NORMAN GOODMAN, County Clerk and Clerk of the Supreme Court of the State of New York, in and for the County of New York, a Court of Record, having by law a seal, DO HEREBY CERTIFY pursuant to the Executive Law of the State of New York, that

*William T. Whitford*

whose name is subscribed to the annexed affidavit, deposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York duly commissioned, sworn and qualified to act as such; that pursuant to law, a commission or a certificate of his official character, with his autograph signature has been filed in my office; that at the time of taking such proof, acknowledgment or oath, he was duly authorized to take the same; that I am well acquainted with the handwriting of such NOTARY PUBLIC or have compared the signature on the annexed instrument with his autograph signature deposited in my office, and I believe that such signature is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this

FEE PAID \$3.00

*Norman Goodman*  
County Clerk and Clerk of the Supreme Court, New York County

Warrenty Feed

SPECIAL

STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE MAR2774 00.30

FLORIDA DOCUMENTARY SUR TAX DEPT. OF REVENUE MAR2774 00.55

REC'D REGRS. ORIDA LEE COUNTY RECORDED MAR 21 5 41 PM '74

Dated

ABST

# This Indenture.

Made this 17th day of July A. D. 1967

Between **GEORGE J. KLEMM and HELEN TREMBACK KLEMM, husband and wife**

of the County of *Charlotte* and State of New Jersey  
parties of the first part, and

**GASPARILLA ISLAND WATER ASSOCIATION, INC.** P.O. Box 326, Boca Grande  
a corporation existing under the laws of the State of Florida 33921  
having its principal place of business in the County of **Lee** and  
State of **Florida** party of the second part,

**Witnesseth**, that the said parties of the first part, for and in consideration of the sum of Ten Dollars and Other Valuable Consideration ~~therefor~~ to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, remised, released, enfeoffed, conveyed and confirmed and by these presents do grant, bargain, sell, alien, remise, release, enfeoff, convey and confirm unto the said party of the second part and its successors and assigns forever, all that certain parcel of land lying and being in the County of **Charlotte** and State of **Florida**, more particularly described as follows:

Tract #22, Lemon Bay Groves, Unit #2 according to the plat thereof recorded in Plat Book 3, Page 5, Public Records of Charlotte County, Florida.

SUBJECT TO easements, restrictions, and reservations of record and taxes for 1967.



FILED

**Together** with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining:

**To Have and to Hold** the same in fee simple forever.

And the said parties of the first part do covenant with the said party of the second part that they are lawfully seized of the said premises, that they are free of all incumbrance, and that they have good right and lawful authority to sell the same; and that said parties of the first part doth hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

**In Witness Whereof**, the said parties of the first part have hereunto set their hands and seals the day and year above written.

Signed, Sealed and Delivered in Our Presence:

*Betty S. ...*  
*Chairman ...*

*George J. Klemm*  
George J. Klemm  
*Helen Tremback Klemm*  
Helen Tremback Klemm

State of Florida, *New Jersey* }  
County of *Burlington*

BOOK *273* PAGE *543*

I HEREBY CERTIFY, That on this *11<sup>th</sup>* day of July A. D. 19 *67*, before me personally appeared

GEORGE J. KLEMM and HELEN TREMBACK KLEMM, husband and wife to me known to be the persons described in and who executed the foregoing conveyance to

GASPARILLA ISLAND WATER ASSOCIATION, INC. and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned: ~~and~~

WITNESS my signature and official seal at in the County of *Burlington* and State of ~~Florida~~ *New Jersey*, the day and year last aforesaid. (Seal)

My Commission Expires *✓*  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires May 24, 1972

*[Signature]*  
Notary Public  
(Impress Notary Seal)

*Muller & Whaley  
P.O. Drawer #11  
Jefferson, N.J.*

**Warranty deed**  
TO CORPORATION  
TO  
Date  
ABSTRACT OF DESCRIPTION

*note will field*

# This Indenture.

Made this 10th day of July 1967 A. D. 1967

Between

CHARLES H. DUTTWEILER and MARGARET G. DUTTWEILER, husband and wife

of the County of Sarasota and State of Florida  
parties of the first part, and

GASPARILLA ISLAND WATER ASSOCIATION, INC P.O. Box 326  
a corporation existing under the laws of the State of Florida Boca Grande  
having its principal place of business in the County of Lee 33921  
State of Florida party of the second part,

Witnesseth, that the said parties of the first part, for and in consideration of the sum of Ten Dollars and other valuable consideration ~~to them~~ in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, remised, released, enfeoffed, conveyed and confirmed and by these presents do grant, bargain, sell, alien, remise, release, enfeoff, convey and confirm unto the said party of the second part and its successors and assigns forever, all that certain parcel of land lying and being in the County of Charlotte and State of Florida, more particularly described as follows:

Tract #28, Lemon Bay Groves, Unit #2 according to the plat thereof recorded in Plat Book 3, Page 17, Public Records of Charlotte County, Florida.

SUBJECT TO easements, restrictions, and reservations of record and taxes for 1967.



FILED



CHARLOTTE COUNTY

Together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining:

To Have and to Hold the same in fee simple forever.

And the said parties of the first part do covenant with the said party of the second part that they are lawfully seized of the said premises, that they are free of all incumbrance, and that they have good right and lawful authority to sell the same; and that said part of the first part doth hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day and year above written.

Signed, Sealed and Delivered in Our Presence:

E. M. Whaley  
G. M. H. H. H.

Charles H. Duttweiler  
Margaret G. Duttweiler

State of Florida,

County of *CHARLOTTE*

BOOK 275 PAGE 539

I HEREBY CERTIFY, That on this *10th* day of *October*

A. D. 1967, before me personally appeared CHARLES H. DUTTWEILER and MARGARET G. DUTTWEILER, husband and wife to me known to be the persons described in and who executed the foregoing conveyance to

GASPARILLA ISLAND WATER ASSOCIATION, INC.

and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned;

WITNESS my signature and official seal at *Pinetown* in the County of *Charlotte* and State of Florida, the day and year last aforesaid. (Seal)

*E. M. Whaley*  
Notary Public  
(Impress Notary Seal)

NOTARY PUBLIC, STATE OF FLORIDA, ex LAROE  
MY COMMISSION EXPIRES AUG. 26, 1970  
CORDED THROUGH FRED W. DISTELHORST

*My Commission expires 8/26/70*  
*Notary Public E. M. Whaley*  
*Notary Public, Charlotte*

**Warranty deed**

TO CORPORATION

TO

Date

ABSTRACT OF DESCRIPTION



BOOK 273 PAGE 540

# This Indenture.

Made this 21<sup>st</sup> day of JUNE A. D. 1967

Between CLYDE V. HIGEL and RUTH H. HIGEL, husband and wife

of the County of Sarasota and State of Florida  
part les of the first part, and GASPARILLA ISLAND WATER ASSOCIATION, INC. P.O. Box 326  
Roca Grande,  
a corporation existing under the laws of the State of Florida 33921  
having its principal place of business in the County of Lee and  
State of Florida party of the second part,

**Witnesseth**, that the said parties of the first part, for and in consideration of the sum of Ten Dollars and other valuable consideration ~~XXXXXXXX~~, to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, remised, released, enfeoffed, conveyed and confirmed and by these presents do grant, bargain, sell, alien, remise, release, enfeoff, convey and confirm unto the said party of the second part and its successors and assigns forever, all that certain parcel of land lying and being in the County of Charlotte and State of Florida, more particularly described as follows:

Tract #12, Lemon Bay Groves, Unit #1, according to the plat thereof recorded in Plat Book 3, Page 5, Public Records of Charlotte County, Florida.

SUBJECT to easements, restrictions, and reservations of record and taxes for 1967.



FILED



Together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining:

**To Have and to Hold** the same in fee simple forever.

And the said parties of the first part do covenant with the said party of the second part that they lawfully seized of the said premises, that they are free of all incumbrance, and that they have good right and lawful authority to sell the same; and that said parties of the first part doth hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said parties of the first part have hereunto set their hand and seal the day and year above written.

Signed, Sealed and Delivered in Our Presence:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Clyde V. Higel  
CLYDE V. HIGEL  
Ruth H. Higel  
RUTH H. HIGEL

add  
to fd  
25 Rev  
55

CHARLOTTE  
COUNTY

State of Florida,

County of Sarasota

BOOK 275 PAGE 541

I HEREBY CERTIFY, That on this 27th day of JUNE A. D. 1967, before me personally appeared CLYDE V. HIGEL and RUTH H. HIGEL, husband and wife

to me known to be the persons described in and who executed the foregoing conveyance to GASPARILLA ISLAND WATER ASSOCIATION, INC., a Florida corporation

and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned.

WITNESS my signature and official seal at 2:00 PM in the County of Sarasota and State of Florida, the day and year last aforesaid.

My Commission Expires

Notary Public, State of Florida  
at large. My commission expires  
Nov. 6, 1968. Issued by United States

William M. Eddy  
Notary Public  
Impress Notary Seal



**Mortgage First**

TO CORPORATION

CLYDE V. and RUTH H. HIGEL

TO

GASPARILLA ISLAND WATER ASSN.

Date JUNE , 1967

ABSTRACT OF DESCRIPTION

Tract #12, Lemon Bay Groves,

Unit #1.

WHALEY

MELLOR & MELLOR

ATTORNEYS AT LAW

P. O. BOX 1000

FORT MYERS, FLORIDA

# This Indenture.

Made this 574 day of October A. D. 1967

Between JOSEPH H. BERKAU and ROSE J. BERKAU, husband and wife

of the County of Sarasota and State of Florida  
parties of the first part, and  
GASPARILLA ISLAND WATER ASSOCIATION, INC. P.O. Box 326, Boca Grande,  
a corporation existing under the laws of the State of Florida 33921  
having its principal place of business in the County of Lee and  
State of Florida party of the second part,

**Witnesseth**, that the said parties of the first part, for and in consideration of the sum of Ten Dollars and other valuable consideration to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, remised, released, enfeoffed, conveyed and confirmed and by these presents do grant, bargain, sell, alien, remise, release, enfeoff, convey and confirm unto the said party of the second part and its successors and assigns forever, all that certain parcel of land lying and being in the County of Charlotte and State of Florida, more particularly described as follows:

Tract #8, Lemon Bay Groves, Unit #1, according to the plat thereof recorded in Plat Book 3, Page 5, Public Records of Charlotte County, Florida.

SUBJECT to easements, restrictions, and reservations of record and taxes for 1967.



STATE OF FLORIDA  
DOCUMENTARY STAMP TAX  
OCT 12 1967  
COMPTROLLER  
P.B. 196143  
750

FILED

Together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining:

To Have and to Hold the same in fee simple forever.

And the said parties of the first part do covenant with the said party of the second part that they lawfully seized of the said premises, that they are free of all incumbrance, and that they have good right and lawful authority to sell the same; and that said parties of the first part doth hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day and year above written.

Signed, Sealed and Delivered in Our Presence:

Joyce E. McPhee  
Mary L. White

Joseph H. Berkau  
JOSEPH H. BERKAU

Alfred J. Lundwall  
as to Ros. J. Berkau

Rose J. Berkau  
ROSE J. BERKAU

0370 Ros. J. Berkau

25 28  
11-28  
50

1967

CHARLOTTE COUNTY

State of Florida,

County of *Sarasota*

RECORDED IN  
BOOK 273 PAGE 537

I HEREBY CERTIFY, That on this *5th* day of *October*  
A. D. 1967, before me personally appeared

~~JOSEPH H. BERKAU and ROSE J. BERKAU, husband and wife~~  
to me known to be the persons described in and who executed the foregoing  
conveyance to  
GASPARILLA ISLAND WATER ASSOCIATION, INC., a Florida corporation  
*and severally acknowledged*  
the execution thereof to be their free act and deed for the uses and purposes  
therein mentioned.

WITNESS my signature and official seal at *Venice, Florida*  
in the County of *Sarasota* and State of Florida, the day and  
year last aforesaid.

Notary Public, State of Florida at Large  
My Commission Expires June 14, 1968  
Granted by U. S. F. & G.

*Jayce E. Velle*  
Notary Public  
State of Florida at Large

My Commission Expires \_\_\_\_\_  
(Impress Notary Seal)

STATE OF FLORIDA

County of *Charlotte*

I HEREBY CERTIFY, That on this 5th day of October A.D. 1967,  
before me personally appeared ROSE J. BERKAU, to me known to be  
the person described in and who executed the foregoing conveyance to  
GASPARILLA ISLAND WATER ASSOCIATION, INC., a Florida Corporation  
*and severally acknowledged*  
the execution thereof to be her free act and deed for the uses  
and purposed therein mentioned.

WITNESS my signature and official seal at Englewood  
in the County of Charlotte and State of Florida, the day and  
year last aforesaid.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES NOV. 22, 1968  
Granted Through Field W. Commissioner

*Albert J. Lindwall*  
Notary Public

**Mortgage Book**  
TO CORPORATION

Date \_\_\_\_\_  
TO \_\_\_\_\_  
ABSTRACT OF DESCRIPTION

MELLOR & *W. Faber*  
ATTORNEYS AT LAW  
P. O. *DeWitt*  
FORT MYERS, FLORIDA

*Substitution*

149218

FEE SIMPLE DEED

THIS INDENTURE, made this 2nd day of August,  
 A.D., 1967, between SUNSET REALTY CORP., a corporation existing  
 under the laws of the State of Florida, having its principal  
 place of business in the County of Lee, State of Florida, party  
 of the first part; and 'GASPARILLA ISLAND WATER ASSOCIATION, INC.,  
 whose post office address is <sup>P.O. Box 226</sup> Boca Grande, Lee County, Florida,  
 party of the second part:

W I T N E S S E T H:

That the said party of the first part, for and in consid-  
 eration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERA-  
 TIONS, to it in hand paid, the receipt whereof is hereby acknow-  
 ledged, has granted, bargained, sold and transferred, and by  
 these presents does grant, bargain, sell and transfer unto the  
 said party of the second part, and its successors and assigns  
 forever, all that certain parcel of land lying and being in  
 the County of Lee, and State of Florida, more particularly  
 described as follows:

Lots 1, 2, 3, and 4, Block 70, Revised plat  
 of Boca Grande, according to the plat thereof  
 recorded in Plat Book 7, page 1-A, of the  
 Public Records of Lee County, Florida.

The following covenants and restrictions shall run  
 with the land:



*4.00 LL  
 8.30 LL  
 5.25 Fee  
 8.05*



LAW OFFICES  
 FARR, FARR  
 AND HAYMANS  
 118 W. GULFVIEW AVE.  
 PUNTA GORDA, FLA.

1. The property shall be used and occupied as a site for a pumping station and reservoir which shall be constructed and landscaped substantially in accordance with a plan now on file in the GASPARILLA ISLAND WATER ASSOCIATION, INC. ENGINEERS OFFICE. It is further agreed that no equipment or materials shall be stockpiled on the said property nor shall any other unsightly condition be permitted to exist on said property.

2. This deed is also subject to the covenants and restrictions set forth in the option, dated the 18th day of May, 1967, between the grantor and the grantee of this deed, which covenants and restrictions shall survive this conveyance and be a part thereof.

3. That all the conditions, restrictions and covenants above expressed shall be binding upon the grantees, their heirs, successors and assigns, and shall be held to run with and bind the land and premises hereby conveyed and all subsequent owners and occupants thereof.

TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining:

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

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its

President, and its corporate seal to be affixed, attested by its Secretary, the day and year above written.

(Corporate Seal)

Attest: *[Signature]* SUNSET REALTY CORP.  
 Secretary

By *[Signature]*  
 President

Signed, sealed and delivered in our presence:

*[Signature]*  
 (1st witness)

*[Signature]*  
 (2nd witness)

STATE OF NEW YORK

COUNTY OF NEW YORK

I HEREBY CERTIFY, That on this 2<sup>nd</sup> day of August, A.D. 1967, before me personally appeared Henry R. Khunty and Benjamin A. Schunty President and Secretary respectively of

**SUNSET REALTY CORP.**

a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing conveyance to

**GASPARILLA ISLAND WATER ASSOCIATION, INC.**

and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at New York, in the County of New York and State of New York, the day and year last aforesaid.

E. Hoyt Sayer  
Notary Public State of New York

My Commission Expires:  
Mar. 30, 1968

**E. HOYT SAYER**  
Notary Public, State of New York  
No. 60-8776900  
Qualified in Westchester County  
Term Expires March 30, 1968

(affix Notary Seal)

RECORDED IN OFFICIAL RECORDS  
LEE COUNTY, FLORIDA  
AFFIDAVIT VERIFIED

OCT 12 3 49 PM '67

D. T. PARABEE  
CLERK CIRCUIT COURT

BY M. J. Smith D.C.





This Warranty Deed Made the 8th day of February A. D. 1988 by ALTA A. BRANCUCCI, hereinafter called the grantor, to GASPARILLA ISLAND WATER ASSOCIATION, INC., a corporation existing under the laws of the State of Florida with its permanent postoffice address at P. O. Box 326, Boca Grande, Florida 33921, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, releases, conveys and confirms unto the grantee, all that certain land situate in Charlotte County, Florida, viz:

Lot 62, Block 1, of ROTONDA SANDS, North Replat Unit/Segment 1, according to plat recorded in Plat Book 11 at page 4-I of the Public Records of Charlotte County, Florida.

Subject to restrictive covenants recorded in Official Records Book 380, at Page 460, of the Public Records of Charlotte County, Florida.

Documentary Tax Pd. \$ 41.25
Intangible Tax Pd. \$
Notary Public, Charlotte County, Fla. D.C.

RECORDED FEB 17 PM 4:45

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 19 87.

In Witness Whereof, the said grantor has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Mary Jane Brancucci, Alta A. Brancucci
Sandra Bowen

STATE OF FLORIDA, NEVADA
COUNTY OF CLARK

RECORD VERIFIED - Barbara T. Brant, Notary Public
BY CARMEN PLACIO

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared ALTA A. BRANCUCCI

to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of February

A. D. 19 88
NOTARY PUBLIC
STATE OF NEVADA
County of Clark
LINDA J. HALL

NOTARY PUBLIC
Linda J. Hall

My commission expires: Sep 10 1989

This instrument prepared by: LEO WOITZY, ESQ.
WITZY, WOITZY, WILFIE, BRONLICH & JONES
The Professional Center

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
LINDA J. HALL

6.00
41.25
47.25

FILE 88-875949

OR 960 PG 1720

165.00 Docs  
10.50 Rec



This Instrument Prepared By:  
C. Guy Batsel  
Batsel, McKinley & Ittersagen, P.A.  
1861 Placida Road - Suite 104  
Englewood, Florida 34224

Documentary Tax Pd. 165.00  
Intangible Tax Pd. \_\_\_\_\_  
By: [Signature]  
Bureau T. Scott, North Charlotte County

**WARRANTY DEED**

THIS WARRANTY DEED made and executed this 23rd day of September, 1988, by CAPE CAVE CORPORATION, a Delaware corporation, having its principal place of business in the County of Charlotte, State of Florida, hereinafter called the Grantor, to GASPARILLA ISLAND WATER ASSOCIATION, INC., a Florida corporation, whose address is P.O. Box 326, Boca Grande, Lee County, Florida 33921, hereinafter called the Grantee: (Wherever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

**WITNESSETH:**

That the Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in Charlotte County, Florida, viz:

Lots 3 & 12, Block 24, and Lot 7, Block 1, ROTONDA SANDS NORTH REPLAT, Unit 1, as per plat thereof recorded in Plat Book 11, Pages 4A through 4-Z-2, Public Records of Charlotte County, Florida,

subject to easements, reservations and restrictions of record and taxes for the year 1988 and subsequent years, together with all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, to have and to hold the same in fee simple forever.

Grantor hereby covenants with the Grantee that it is lawfully seized of said land in fee simple; that it has a good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

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

Signed, sealed and delivered in the presence of:

Will E. Pe  
First Witness

Sally Spivey Leiber  
Second Witness

CAPE CAVE CORPORATION, a Delaware corporation

By: [Signature]  
James P. Penzell, President

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OR BOOK

001495  
PAGE

88 OCT -4 PM 4:31  
RECORDED

ALHONDA COUNTY  
201072

RECORDED BY: [Signature]  
Dr. R. J. [Signature] J.C.

REC'D OCT - 4 1988

STATE OF FLORIDA  
COUNTY OF CHARLOTTE

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JAMES P. PENZELL, well known to me to be the President of the corporation named as Grantor in the foregoing Deed, and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State aforesaid this 23<sup>rd</sup> day of September, 1988.

*Wm Lee McNeil*  
Notary Public  
My Commission Expires:

Notary Public, State of Florida  
My Commission Expires June 4, 1989  
Bonded thru Troy Tice - Insurance, Inc.



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OR BOOK

001496  
PAGE

Lease with Inn covering  
 Property used for sewage  
 disposal plant and  
 effluent pond.

LEA S E

THIS AGREEMENT OF LEASE, made and entered into this 10<sup>th</sup> day of JUNE, 1970, by and between GASPARILLA INN, INC., hereinafter referred to as THE INN, and GASPARILLA ISLAND WATER ASSOCIATION, INC., a corporation organized and existing under the laws of the State of Florida, hereinafter referred to as THE ASSOCIATION.

THE INN does hereby lease unto THE ASSOCIATION, those certain premises located, lying and being in Lee County, Florida, more particularly described as follows:

COMMENCE AT THE INTERSECTION OF THE N'LY R/W LINE OF 12TH ST. -50' R/W (AS SHOWN ON THE REVISED PLAT OF BOCA GRANDE RECORDED IN P.B. 7, PG. 1A OF THE PUBLIC RECORDS OF LEE COUNTY, FLA.) EXTENDED E'LY AND THE EAST LINE OF SEC. 14, TWP. 43S, RGE. 20E; THENCE SOUTH ALONG SAID SECTION LINE, 499.97'; THENCE S77° 19' 29"W, 372.49' FOR A POINT OF BEGINNING; THENCE CONTINUE S77° 19' 29"W, 575.00'; THENCE N68° 59' 29"W, 180.20'; THENCE N12° 40' 31"W, 100.00'; THENCE N77° 19' 29"E, 725.00'; THENCE S12° 40' 31"E, 200.00' TO THE P.O.B. ALL LYING AND BEING IN SEC. 14, TWP. 43S, RGE. 20E, LEE COUNTY, FLA.

The term of this lease shall be for a period of sixty (60) years from the date hereof. Provided, however, that should the Lessee fail to construct a sewerage plant as shown in the attached drawings within three (3) years from the date hereof, or should the Lessee, having constructed such plant, fail to maintain the same in accordance with the terms and provisions hereunder for a period of sixty (60) consecutive days, the Lessor shall have the right to terminate this lease. If Lessor claims that Lessee has failed to comply with any provisions of this lease, Lessor shall first give Lessee and the Farmers Home Administration written notice thereof and the Lessee shall have a period of sixty (60) days in which to comply with same.

In consideration for the execution of this lease by THE INN to THE ASSOCIATION, THE ASSOCIATION covenants that THE INN

shall be entitled to the exclusive use of the water processed by THE ASSOCIATION'S sewerage plant as initially installed or as expanded in the future without any charge of any kind for such processed water and the compliance of the terms and provisions hereof by THE ASSOCIATION.

The terms and provisions of this lease arrangement as agreed to between Lessor and Lessee are as follows:

1. Lessee's use of the property hereby leased shall not interfere with or impede with use of the golf course premises upon which it is located by the construction or operation thereof in such fashion that existing tees, greens, fairways, or rough areas will not be interfered with nor will structures placed thereon be of such height or dimensions that it would create an unnatural hazard in such golf course area.

2. Lessee covenants that an access route for delivery of supplies, materials, and service shall be established, whereby such access route will be of the minimum inconvenience to Lessor in its operation of the golf course. Lessees shall, once such access route has been determined, agree to blacktop a 10 foot wide strip throughout the entire length thereof, with an adequate turning area at the plant site for delivery of material by motor vehicle to avoid damage to the course by deliverymen not familiar with the route, or others, and once blacktopped, Lessor covenants to make no change in the location thereof for a period of ten (10) years; however, Lessor retains and reserves the right at such ten (10) year intervals to shift or alter such access route in order to meet any change in conditions which may arise from time to time, of such access route, and when moved, Lessee shall forthwith and immediately proceed to blacktop such new access route on like terms and conditions.

3. Both parties recognize that the premises leased hereby shall be used as a sewerage plant, and in connection therewith it shall be necessary that certain piping and electrical facilities be installed. All piping leading to the plant or emanating from the plant, must be buried throughout the property of Lessor to a depth of 24 inches so as not to interfere with the periodic aeration of the soil by deep disking or ploughing, and Lessee specifically, by execution hereof, releases Lessor from any and all damage to the facilities of Lessee arising from or as a result of such disking and ploughing. All electric service must be run underground at a minimum depth of 24 inches for like reasons. The general arrangement of piping and electric service are shown on the attached drawing prepared by Bennett & Bishop, Engineers, dated December 9, 1969, revised December 11, 1969, and this lease specifically provides easements along those pipe and electric lines. Lessee agrees to route such lines in such a manner as to not unduly interfere with fairways, green<sup>N</sup><sub>A</sub> or tees.

4. General access to the area will presently be over a bridge owned by Lessor, at which a gate is installed, and Lessee specifically covenants that Lessee, its agents and employees and representatives will at all times keep such gate closed and locked. Lessee further acknowledges that it has been informed that the weight limit on such bridge is presently 36,000 pounds representing the combined weight of vehicle and load, and if such bridge is damaged or injured as a result of overloading or other causes by the use or misuse thereof by Lessee, that Lessee assumes the full costs and expense for repair thereof. Lessor covenants that if repairs are effected by Lessor's employees, in the event of damage, such repairs will be billed to Lessee at cost. Lessee acknowledges that upon receipt of notice in writing of injury or damage to such

bridge as a result of Lessee's activities, Lessee will forthwith and immediately within ten (10) days from the date of the receipt of such notice, proceed without delay to repair same, and failure of Lessee to effectuate such repairs as promptly as possible shall constitute grounds for the termination of this lease agreement without in any manner relieving Lessee from its liability for the costs and expense thereof. Lessee further acknowledges that through the nature and construction of the bridge same may not be traversed by certain types of equipment such as trucks and trailers, and that any and all vehicles using such bridge must do so with extreme caution or the very lowest speed, and agrees to notify all personnel, tradesmen, suppliers, and all others to such effect.

5. It is contemplated that the construction of the sewerage plant facility shall be commenced within twelve (12) months from the date hereof, but in no event shall such construction commence before May 1, 1970, nor extend beyond November 1, 1970, inasmuch as Lessor's golf course will be open for play between the 1st day of November and the 1st day of May, and no equipment or vehicles or other activity at the plant site can be permitted to interfere with golf course play during such period, and that the times described herein as the periods of play on such golf course are subject to change by Lessor, and construction work, expansion work or other activity during the period that such golf course is open will require specific approval by Lessor.

6. Lessee covenants that all pond areas in the area hereby demised shall be graded to permit mowing and that the entire leased area will be maintained in a comparable condition as the adjacent golf course and surrounding property, and that all exposed equipment such as tanks, buildings, etc., will be neatly and attractively painted and maintained at all times.

7. Since the major consideration for the granting of this lease is use of the water processed by the plant, Lessor shall be permitted to install such pumps, pipes, electric service, and other items necessary to effectively utilize such water, and disseminate or disburse same throughout the golf course area, at such places as Lessor may desire, to accomplish such purpose without any charge therefor.

8. Lessee covenants that the operation of such sewerage plant will be inoffensive and should such processed water in the ponds give off an offensive odor due to any cause other than an emergency breakdown, Lessee, its successors or assigns, will upon receipt of written notice concerning same from Lessor, take immediate steps to correct the condition without regard to costs. If, after receipt of appropriate notice, the Lessee fails to correct the condition within a thirty (30) day period, Lessor shall be authorized to correct such condition at the expense of Lessee in accordance with normal business practices at the cost and expense of Lessee.

9. In the event of any increase in taxes on the premises hereby demised, over and beyond those levied or assessed for the calendar year 1969, Lessee agrees to pay such increase.

10. Lessee covenants to hold Lessor harmless from any and all claims arising from or as a result of Lessee's use or misuse of such premises for the use of the access route or bridge, and to maintain adequate insurance therefor designating Lessor as an insured, and to furnish an appropriate certificate to such insurance at annual intervals coinciding with the anniversary date of this lease agreement to Lessor, and regardless of whether any claim or demand arising from or as a result of Lessee's use is covered by insurance, Lessee covenants to hold Lessor blameless and defend any and all actions in law or equity.



11. In the event of any dispute arising from or as a result of the terms and provisions hereof, such dispute shall be determined by arbitration of three (3) individuals, one selected by the Lessor, and one by the Lessee, and a third by the two so selected, and the decision of such arbiters shall be binding upon all parties.

12. Any other provisions of this lease to the contrary notwithstanding, the following shall obtain:

(a) The Lessee's interest under this lease shall not be subject to summary forfeiture or cancellation.

(b) The Farmers Home Administration shall have the right to foreclose its security interest in this lease; to bid at foreclosure sales; to accept voluntary conveyance of the security in lieu of foreclosure; and should the leasehold interest be acquired by the Farmers Home Administration through foreclosure, voluntary conveyance, abandonment, or otherwise to occupy the property, sublet it or to sell it for cash or credit.

(c) The Lessee shall have the right to sell or otherwise transfer the leasehold.

(d) The Farmers Home Administration shall be given at least sixty (60) days notice of the Lessor's intention to cancel, terminate, or foreclose upon this Lease, so as to permit the Farmers Home Administration to take appropriate action.

13. The terms "Lessor" and "Lessee" as herein used, shall be binding upon the heirs, successors and assigns of all parties, where applicable.

IN WITNESS WHEREOF the parties hereto have caused this Lease Agreement to be executed the day and year first above mentioned.

Signed, Sealed and Delivered in our Presence:

GASPARILLA INN, INC.

By: [Signature]  
President

[Signature]  
A. W. Willis

GASPARILLA ISLAND-WATER ASSOCIATION, INC.

By: [Signature]  
President

STATE OF FLORIDA *Delaware*  
COUNTY OF LEE *New Castle*

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, *Barry Sharp* President of GASPARILLA INN, INC., a corporation, to me well known to be the person described in and who executed the foregoing Lease, and he duly acknowledged before me that he executed the same for the purposes therein expressed as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at *Wilmington*, said County and State, this 10<sup>th</sup> day of Jan, 1970.

[Signature]  
Notary Public

My Commission Expires: My commission expires September 4, 1977

STATE OF FLORIDA  
COUNTY OF LEE

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, *W. CAREY JOHNSON*, President of GASPARILLA ISLAND WATER ASSOCIATION, INC., a corporation, to me well known to be the person described in and who executed the foregoing Lease, and he duly acknowledged before me that he executed the same for the purposes therein expressed as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at, *Boon Grande*, said County and State, this 21<sup>th</sup> day of July, 1970.

[Signature]  
Notary Public

My Commission Expires: \_\_\_\_\_

