FILED 1/3/2023 DOCUMENT NO. 00032-2023 FPSC - COMMISSION CLERK

## SGI WASTEWATER SERVICES, INC.

January 3, 2023

Office of Commission Clerk Florida Public Service Commission Public Service Commission 2540 Shumard Oak Blvd. Tallahassee, FL 32399

*Re: Docket No. 20220057-SU – Application for original wastewater certificate for existing utility currently charging for service in Franklin County, by SGI Wastewater Services, Inc. – Recorded Special Warranty Deed* 

Dear Commission Clerk,

SGI Wastewater Services, Inc. hereby submits the attached Recorded Special Warranty Deed in the above referenced docket.

Respectfully Submitted,

Kell.

Troy Rendell Vice President Investor Owned Utilities // for SGI Wastewater Services, Inc.

This instrument was prepared without opinion of title by:

Michael S. Yashko, Esq. Roetzel & Andress 850 Parkshore Dr. Third FL Naples, FL 34103

Strap Nos.:

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## SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this <u>1474</u> day of <u>Necember</u> 2022, by SUNSET BEACH OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("Grantor"), to SGI WASTEWATER SERVICES, INC., a Florida corporation, whose address is 4939 Cross Bayou Blvd., New Port Richey, FL 34652 ("Grantee").

(Wherever used herein, the terms "Grantors" and "Grantee" include all 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 Dollars (\$10.00) and other valuable considerations, receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all the right, title, interest, claim and demand which the Grantors have in the following described property ("Property") situated in Franklin County, Florida:

See Exhibit "A" attached hereto and incorporated herein by reference.

**EXCEPTING AND RESERVING** to Grantor, its successors and assigns an easement for encroachment of Grantor's fence across the western boundary of the Property and the right for Grantee to enter upon the Property at reasonable times for the purpose of maintaining, repairing, and replacing said fence.

SUBJECT TO: (i) all applicable zoning ordinances, highways, rights of way, taxes and assessments, if any, not yet due and payable, (ii) all exceptions, restrictions, conditions, limitations, rights of way, estates, reservations, reversionary interests and easements of record; and (iii) conditions apparent from an inspection of the Property or from a survey thereof

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# FURTHER SUBJECT TO THE FOLLOWING REVERSIONARY INTEREST AND POSSIBILITY OF REVERSION:

At the time of the execution and delivery of this deed, the Property is being used as a wastewater treatment plant servicing the unit owners in Sunset Beach Condominium and St. George Townhomes. The Grantor and Grantee intend that the Property will continue to be used as such. Given the Property's beachfront location, and the possibility of discontinuing the present use and repurposing the Property, Grantee desires to reassure Grantor that the Property will continue to be used as a wastewater treatment plant. Accordingly, Grantee covenants that should the Property cease to be used as a wastewater treatment plant in the future, then all right, title and interest in the Property shall at that time automatically revert to Grantor without any further act or deed being required of any party, with the sole exceptions being that, within one hundred and eighty (180) days from the date of such reversion, Grantor shall pay to Grantee the sum of Fifty-Eight Thousand Dollars (\$58,000.000) and Grantee shall execute and deliver to Grantor a deed quit-claiming any interest of Grantee in the Property to Grantor.

**FURTHER SUBJECT TO** the following conditions, covenants and restrictions, which shall run with and burden the Property: Grantee shall maintain the Property in good condition and repair at all times, and all maintenance, repairs and/or replacements shall be performed promptly as the need arises. The Property shall be maintained clean and neat condition, and no rubbish, refuse or garbage shall be allowed to accumulate, nor shall any fire hazard, or nuisance be allowed to exist.

The forgoing reversionary interest and possibility of reversion, reservations, covenants and restrictions shall run with the land and shall be binding upon Grantee, its successors and assigns. Grantor, its successors and assigns, shall have the right to enforce the same at law or in equity.

Otherwise, Grantor covenants with Grantee that the Property is free from encumbrances made by Grantor and that Grantor will warrant and defend the Property against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other.

IN WITNESS WHEREOF, Grantor has signed these presents the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

rint Name: Klieft Print Name: DSSK

#### GRANTOR:

SUNSET BEACH OWNERS ASSOCIATION, INC.

By: Print name: Sean

16860900 2 143512.0003

## STATE OF FLORIDA COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me by means of  $\square$  physical presence or  $\square$  online notarization, this <u>147</u><sup>th</sup> day of <u>Seconder</u> 2022, by <u>Seconder</u> as <u>Received</u> of <u>Seconder</u>, a Florida not-for-profit corporation, who  $\square$ is <u>personally</u> known to me or  $\square$  has produced as identification.

Notary Public - Signature

Notary Public - Signature Printed Name: <u>Los Leon</u> My Commission Expires: <u>5/10/2025</u>



#### EXHIBIT "A"

Commence at a 4 inch by 4 inch concrete monument (marked #4261) marking the Northwest corner of Sunset Beach, Phase I, a subdivision as per map or plat thereof recorded in Plat Book 6, Page 6 of the Public Records of Franklin County, Florida; thence run North 68 degrees 01 minutes 05 seconds East along the Southerly right-of-way boundary of State Road No. 300 a distance of 1479.00 feet to a 4 inch by 4 inch concrete monument (marked #4261), marking the Northeast corner of said Sunset Beach, and marking the Point of Beginning. From said Point of Beginning continue North 68 degrees 01 minutes 05 seconds East along seconds East along said right-of-way boundary 195.00 feet to a 4 inch by 4 inch concrete monument (marked #1072); thence leaving said right-of-way boundary run South 21 degrees 55 minutes 01 seconds East 421.44 feet to the approximate mean high water line of the Gulf of Mexico; thence run South 54 degrees 56 minutes 26 seconds West along said mean high water line 199.85 feet; thence leaving said m