State of Florida



Public Service Commission

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

DATE: February 7, 2001

TO: Division of Records and Reporting

FROM: Patricia Brady, Division of Regulatory Oversight

RE: Docket No. 990256-WU - Application for transfer of facilities of Gem Estates

Utilities, Inc. in Pasco County to Gem Estates Mobile Home Village

Association, Inc., and cancellation of Certificate No. 563-W.

Please add to the docket file the attached documents received February 5, 2001, from Mr. Lester Ott, President of Gem Estates Mobile Home Village Association, Inc. The documents represent the closing on the sales agreement which occurred on January 23, 2001.

cc: (With copy of attachment)

Division of Legal Services (Crosby)

Division of Records and Reporting (Security File)

These are all the Japers
we received from the lawyer. I
also enclosed the sale agreement
amything also I can help you
with give me a Call

Much These

RECEIVED

FEB 05 2001

Florida Public Service Commission Division of Regulatory Oversight

95 95 324

BANK #, MARKET #, BRANCH #

DATE

JANUARY 23, 2001

\$ ***13,271.53****

BY
AUTHORIZED SIGNATURE THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK. THE FRONT OF THE DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE ABSENCE OF THESE FLATURES WILL INDICATE OF THE

SouthTrust Bank NA

REMITTER GEM ESTATES MOBILE HOME VILLAGE ASSOCIATION INC

ISTUED BY TRAY LITERS EXPRESS COMPANY, INC. CHAYLEE FIRSTAL BANK OF MINNESOTA NA ST PAUL MIN

PAY

SOI III.

TO THE ORDER OF

HERSCH & KELLY P.A. TRUST ACCOUNT***

" 106 26663" 1:0960167651:0160010278385"

Charles D. Waller

_ ATTORNEY AT LAW _

417 EAST LIVE OAK AVENUE POST OFFICE BOX 1668 DADE CITY, FLORIDA 33526 1668 TELEPHONE AREA CODE 904 587-4890

RECEIPT FOR DEPOSIT - OFFER TO PURCHASE and CONTRACT FOR SALE

-March-22,-2000
RECEIPT is hereby acknowledged by
hereinafter called Agent, of the sum of Five Hundred and 00/100
hereinafter called Agent, of the sum ofFive_Hundred and 00/100==== DOLLARS (\$\frac{1}{500.00}\$)
from GEM_ESTATES_MOBILE_HOME_OWNERS_ASSOCINChereinafter called Buyer, as a
earnest money deposit and as a part of the purchase price on account of offer to purchase the property of
CAHILL TRUST hereinafter called Seller, said
property being situated in the County of, and State ofFlorida
and being more particularly described as follows, to-wit:
Parcels 1, 2 and 3 (as referenced in the appraisal furnished to Buyers prepared by Balseiro and Associates, Inc., dated January 3, 2000, being File No. 9902887-C), together with the pie-shaped lot which is not on tappraisal. This contract is contingent on approval by no less than 170 homeowners in the association, as well as the removal of the present written conditions, satisfactory to the Association which are presently in effect with some 80 homeowners. The result will subject the Association and subject to all covenants, restrictions and assessments of the Association.
Seller is to immediately turn over any surveys in Seller's possession.
upon the terms and conditions as follows. THE FULL PURCHASE PRICE IS \$_287,000.00 and
shall be paid as follows: 1,000.00 HJM
shall be paid as follows: Cash Deposit (Above) Cash on Closing Existing Mortgage or Liens Assumed S 275 200 Total S 287 200 1,000 A *All closing funds must be in cash or certified checks. *All closing funds must be in cash or certified checks. *All closing funds must be in cash or certified checks. *All closing funds must be in cash or certified checks. *All closing funds must be in cash or certified checks.
The deferred payments shall be payable as follows:
Balance of \$275,000.00 to be paid off in ten annual payments of
\$27,400.00 beginning one year from closing and interest free for two
years. Thereafter the payments will be the sum of \$27,400.00 plus
interest at the rate of 7.9% starting to accumulate at the time of
the /SECONDRESTRYMENT: It is understood and agreed that the above mentioned property is being sold and purchased subject to the zoning ordinances and restrictions and limitations of record and subject to any easements for public utilities which may be of record, or any lien regulation, easement or serviced that may now exist, or shall be fixed by public agencies subsequent to execution by Buyer
ABSTRACT — TITLE INSUIGANCE POLICY - The Seller is to furnish, at his cost, a complete abstract from the Government extended and certified down to date, showing his ritle to be marketable or insurable. OR commitment (upon recording Deed from Seller to Bover) to issue Tibe Insurance Policy in a recognite of its formulation standard composition and established agency in the locality said abstract or
Title Insurance Policy to be delivered to the Buver, or his designated agent whose name is Charles D. Waller within days from the execution of this instrument
EXAMINATION OF TITLE - Time to Cure Defects - The Buser or his agent shall have to the Cure Defects of title Oil the Title Insurar e Policy and to signify his willingness to accept same, whereupon this transaction shall be immediately concluded in the event examination of a cracl of title process the title to be unincrebantable or uninsurable, the Seller shall have
, days or a reasonable period of time we can which to cure the designated defects in the title that render same unmerchantable or uninsurable in the opinion of the Buyer or his said A ₁ int, and the Seller hereby agrees to use reasonable diligence in curing said defects, and upon

the defects being cured and notice of that fact being—ven to the Buyer or his said agent, this transaction shall be closed within the flar days of delivery of said notice. Upon Scilier's failine—i nability to correct the unmerchantability of the title within the time limit of a least nability to enter the unmerchantability of the title within the time limit of a least nability to provide the unmerchantability of the title within the time limit of a least nability time at the option of least nability to enter the units cysting condition, otherwise the Agent, or the Scilic, holding the herein mentioned earnest money post about the little in six cysting condition, otherwise the Agent, or the Scilic and His Buyer and all rights and habilities on the part of the Buyer and the Buyer and all rights and habilities on the part of the Buyer at the marketability of the lith, the Scilic and offer the binds of a reputable adviced little Insurance Company, agreeng to many soil title which shall be conclusive that said title to merchantable, or the question of the mirchantability of the title may be submitted to and their attorney to be designated by the parties hereto by unicable at rement or designated of the scilic and designation. The opinion of such attorney shall be deemed final and binding on all parties hereto. Upon return of auch deposit of the resular commission, the stitler shall pay the Agent the commission, specified here under or a the option of the Agent, an agreed sum not exceeding the resular commission, to cover expenses in current in the event the Scilic shall refuse or fail to correct to defects found in such title with due the reasonable cost thereof from the bilance of proceeding the resular commission, to cover expenses in current in the event the Scilic shall refuse or fail to correct to defects and deduct the reasonable cost thereof from the bilance of proceeding the remaining

Jonuary 5 2000 JM

TIME OF CLOSING - Subject to the Foregoing this transaction shall close on or kernex January 1, 2001 or within RISK OF LOSS — In the event of a casualty loss, the Seller shall have a reasonable time to repair the damage and if he fails to do so, the Buyer shall have the option of (1) taking the property as is, together with insurance proceeds, if any, or (2) cancelling the contract, and all deposits are to be forthwith returned to the Buyer and all parties shall be released of any and all obligations and liabilities the contract, and the date of closing, the property and improvements shall be maintained by the Seller in the condition as it existed as of the date of the PRORATION OF TAXES, LIENS, ETC. — All adjustments of taxes, liens, insurance premimums, interests, rents or other items on said property are to be made on a pro-rata basis as of the specified time or date of closing, or, if the time or date of closing is extended for the benefit of or at the request or fault of either party, then the proration of all such items shall be as of the date on which the other party shall be ready to close and notice thereof shall have been given (If taxes and other items are not to be prorated, specify agreement to such items). EMPLOYMENT OF REALTOR — COMMISSION — DISPOSITION OF DEPOSIT — The Seller acknowledges that he has employed N/A
applicable on the sale of this type of property, or such sum as may have heretofore been agreed to in writing. If the said Buyer fails to perform the covenants herein contained within the time specified, and the Seller elects not to require a specific performance thereof, or such or of damages, the aforesaid deposit made by the Buyer may be forfeited as liquidated damages upon ten days' notice to the Buyer or his said Agent), and one-half thereof shall be retained by or paid to said Realtor and the remainder to the Seller, unless, because of expense incurred, the latter shall agree or has agreed in writing to a greater percentage being paid to the Realtor; provided, however, that the Realtor's proportion shall not exceed the full amount of the commission herein stipulated. Realtor's commission ____NONE____%. DEFINITIONS — The words "Buyer", "Seller", and "Agent" herem employed shall be construed to include the plural as well as the singular and this contract shall be binding upon their heirs, administrators, executors, successors and assigns, and the masculine shall include the feminine and nueter, where the context so admits or requires. CLOSING COSTS. The items of expense hereinafter set forth, designated by the letter "B" immediately following, shall be paid by the Buyforth, which are unmarked, shall be borne equally by the parties unless otherwise indicated. Preparation of Deed S. . . Intangible Tax on Mortgage B Cost of preparation of contract of sale . . B . . Revenue Stamps on Deed Abstract of Title Recording of Deed B. Termite Inspection . B., . . i f . any Recording of Mortgage S Survey Costs ... B. if any ...

Examination of Abstract Other Each .to pay own attorney's Preparation of Note and Mortage . POSSESSION — Seller warrants that he is in possession of the property hereinabove described and that there are no claims for labor or discloses deficiencies or encroachment, such deficiencies or encroachments will be resarded as defects in the title, and shall be subject to the same provisions as hereinabove applicable to defects in title with regard to the correction thereof. THIS INSTRUMENT THIS Type effective as a contract when signed by Agent, Buyer, and Seller II not executed by all parties on or before ... April 17, 2000 any monies deposited shall be refunded and the proposed transaction shall terminate MAKING TIME OF ESSENCE AND NOTICE - Time may be made the essence of this contract by notice in writing, stipulating a reasonnotified. I, or we, agree to purchase the above described property on the terms and conditions stated in the foregoing instrument. Witnesses: GEM_ESTATES_MOBILE_HOME____(Seal) OWNERS ASSOC. INC. (Seal) ____Lester_A. Ott/Pres.____(Seal) I, or we, agree to sell the above mentioned property to the above named Buyer or his nominee on the terms and conditions stated in the above instrument, and to pay the commission to the agent as stipulated therein, and by the signatures attached on the __ day of _____, 19___ signify our acceptance and approval of the proposed sale. Witnesses: Principals: Hole Mulhery, Trustee of HOLLIS MALBERG, TRUSTEE (Seal) CAHILL TRUST (Seal)

ASSIGNMENT OF INTEREST AND COVENANTS

COMES NOW Hollis Malberg, as Trustee of the Marjorie Ruth Cahill Trust, and for good and valuable consideration and the sum of One Dollar (\$1.00), paid by GEM ESTATES MOBILE HOME VILLAGE ASSOCIATION, INC., to The Marjorie Ruth Cahill Trust, the receipt of which is hereby acknowledged, does hereby grant, bargain, convey, sell and guit claim all interest that The Trust may have in the Agreement for Amendment of Covenants recorded in Official Record Book 1996, Pages 378, 379, 380, and attachments thereto.

It is the understanding and agreement of the parties that GEM ESTATES MOBILE HOME VILLAGE ASSOCIATION, INC., will now have the ability, as did The Trust, to waive compliance with the Agreement for Amendment of Covenants which affects the water and amenities in GEM ESTATES relative to the eighty-seven (87) people and/or lots affected by said covenants. The parties stipulate and agree that GEM ESTATES MOBILE HOME VILLAGE ASSOCIATION, INC., may continue to enforce said covenants or may dissolve said covenants, as it sees fit.

WITNESS my hand and seal this & day of JANUARY, 2001.

HOLLIS MALBERG, as Trustee of the Marjorie Ruth Cahill Trust

Signed, sealed and

delivered in the presence of:

Hersch Witness

m Mc Dowell Margaret M. McDowell -STATE OF FLORIDA

COUNTY OF PASCO

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared HOLLIS MALBERG, known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that she is the Trustee of the Marjorie Ruth Cahill Trust and that she executed the foregoing Assignment, and that an oath was not taken.

Witness my hand and official seal in the County and State last aforesaid this day of JANUARY, 2001.

STATEMENT

COMES NOW Hollis Malberg, as Trustee of the Marjorie Ruth Cahill Trust, and for good and valuable consideration and the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, agrees as follows:

- 1. That the Trust is the owner of a piece of property commonly known as 39410 Elgin Drive, Zephyrhills, Florida.
- 2. That a sale of properties, not including this property, has been made to GEM ESTATES MOBILE HOME VILLAGE ASSOCIATION, INC.
- 3 That as Trustee for the Trust which is the owner of this property, the Trustee hereby acknowledges and agrees that this property shall be subject to the same terms, conditions, covenants and restrictions promulgated by GEM ESTATES MOBILE HOME VILLAGE ASSOCIATION, INC., and that the parties understand that this is a covenant running with the land.

WITNESS my hand and seal this 23th day of JANUARY, 2001

HOLLIS MALBERG, as Trustee of the Marjorie Ruth Cahill Trust

Signed, sealed and delivered in the presence of:

delivered in the presence of:

Larry S. Hersch Witnes

Maighet M. Mc Dowell Witness

STATE OF FLORIDA

COUNTY OF PASCO

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared HOLLIS MALBERG, known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that she is the Trustee of the Marjorie Ruth Cahill Trust and that she executed the foregoing Statement, and that an oath was not taken.

Witness my hand and official seal in the County and State last aforesaid this Annual State of JANUARY, 2001.

Margaret M. McDowell,
Notary Public

B. Type of Loan			
	File Number	7 Loan Number 8 Morigage Insurance	Case Number
4 🗍 VA 5 🗎 Conv Ins.			
marked "(poc)" were paid outside the o	losing, they are shown	nt costs. Amounts paid to and by the settlement agent here for informational purposes and are not included it	are shown, items in the totals,
D Name and Address of Borrower GEM ESTATES MOBILE HOME	Name and Address of Seller HOLLIS MALBERG	F Name and Address of Lender	
VILLAGE ASSOCIATION, INC.	of the Marjori	· I	
39412 Elgin Drive	Trust		
Zephyrhills, Florida 33540	Post Office Bo	x 2016	
Zepnythitis, Flotida 33340	Zephyrhills, E		
		2016	
G Property Location		H Sellement Agent	
A portion of Gem Estates Mobi		Larry S. Hersch	
park located in Zephyrhills,	Florida	Place of Southernent 12249 U. S. Highway 301 Dade City, Florida 33525	I Settlement Date
J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower		400 Gross Amount Due To Seller	
101 Contract sales price	287,000.00	401 Contract sales price	287,000.00
102 Personal property		402 Personal property	
103 Settlement charges to borrower (line 1400)	1,522.00	403	
104		404	
105		405	
Adjustments for items paid by seller in adva	ince	Adjustments for Items paid by seiler in advance	
106 City/town taxes to		406 City/town taxes to	
107 County laxes to		407 County taxes to	
108 Assessments to		408 Assessments to	
109		409	
110		410	
111		411	
112.		412	
120. Gross Amount Due From Borrower	288,522.00	420. Gross Amount Due To Seiler	
200. Amounts Paid By Or In Behalf Of Borrowe	Г	500 Reductions in Amount Due To Seller	
201 Deposit or earnest money	1,000.00	501 Excess deposit (see instructions)	
202 Principal amount of new loan(s)	274,000.00	502 Settlement charges to seller (line 1400)	4,322.50
203 Existing loan(s) taken subject to		503 Existing loan(s) taken subject to	-
204		504 Payoff of first mortgage loan	
205		505 Payoff of second mortgage loan	
206		506 Mortgage from Buyer	274,000.00
207		507 Deposit - P.O.C.	1,000.00
208		508	
209		509	1
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210 City/town laxes to		510 City/lown taxes to	
211. County laxes 1/1/01 to 1/23/01	250.47	511 County taxes 1/1/01 to 1/23/01	250.47
212 Assessments to		512 Assessments to	
213		513	
214		514	ļ
215		515	ļ
216.		516	ļ
217		517	ļ
218 ·		518	
219		519	
220. Total Paid By/For Borrower	275,250.47	520. Total Reduction Amount Due Seller	279,572.97
300. Cash At Settlement From/ MBorrower		600. Cash At Settlement To/From Seller	
301 Gross amount due from borrower (line 120)	288,522.00	601 Gross amount due to seller (line 420)	287,000.00
302 Less amounts paid by/for borrower (line 220	275,250.47	602. Less reductions in amt due seller (line 520)	279,572.97
303. Cash 🛣 From 🗋 18 Borrower	13,271.53	603 Cash XXTo 【] 数社秘 Seller	7,427.03

MLS HUD 1

Division of Commission (line 700) as follow 701 \$	10		Paid From Borrower's Funds at Settlement	Paid Florm Selfers Funds at Selfernen
702 \$	to			
703 Commission paid at Settlement 704				
800 Items Payable In Connection With Loan				
B01 Loan Origination Fee	0/0			
302 Loan Discount	0/0			
303 Appraisal Fee	to			
804 Credit Report	lo			
805 Lender's Inspection Fee				
806 Mortgage Insurance Application Fee to				
807 Assumption Fee				
808				
809				
810 811				
900 Items Required By Lender To Be Paid In	Advance			
901 Interest from to	@\$	/day		
902 Mortgage Insurance premium for		months to		
903 Hazard Insurance premium for		years to		
904		years to		
905				
1000 Reserves Deposited With Lender				
1001 Hazard Insurance	months @ \$	per month		
1002 Mortgage Insurance	months @ \$	per month		
1003 City property taxes	months 🕸 \$	per month		
1004 County property taxes	months @ \$	per month		
1005 Annual assessments	months @ \$	per month		
1006	months @ \$	per month		
1007	months @ \$	per month		
1008	months ay \$	per month		
1100 Title Charges				
1101 Settlement or closing fee	to Herson & Ko			(1.)
1102 Abstract or title search	lo Attorneys'	Title Insurance Fund		
1103 Title examination	to Hersch & Ke	IIIy, P.A.		
1104 Title insurance binder 1105 Document preparation	to VI l a VI-	11		!(i) . J
1106 Notary fees	to Hersch & Ke	PILLY, P.A.		
1107 Attorney's fees	to Hersch & Ke	Oly. P.A.	i	150.0
(includes above items numbers	10 1142347 4 113)		
1108 Title insurance	to Hersch & Ke			
(includes above items numbers)		
1109 Lender's coverage	\$ 274,000.00			E
1110 Owner's coverage	\$ 287,000.00			1,510
1111				
1112				
1113				
1200. Government Recording and Transfer C	harges			
1201 Recording fees Deed \$ 15.00	, Mortgage \$ 28,50	, Releases \$	15.00	. 3.3
1202 City/county tax/stamps Deed \$1,309		age \$ 959.00	959.00	1,309.0
1203 State tax/stamps Deed \$	Intangible-Mong	age \$ 548.00	548.00	
1204	· -			
1205		<u> </u>		
1300 Additional Settlement Charges	ol 6 h	1		
1301 Survey to C. Fred Den 1302 Pest inspection to	el & Associates,	lnc.	P.O.C.	
1302 Pest hispection to				
1304				
1305				
				
1400, Total Settlement Charges (enter on lin	es 103, Section J and 502	2, Section K)	1,522.00	1,3'2.5
I have carefully roviewed the HUD-1 Settlement and disbursements made on my account or by GEM ESTATES MOBILE HOME VILLED TO SEE A. Ott, President Set: Au. H. Lutt Se	me in this transaction. I fur:	ther certify that I have received a co	opy of the HUD-1 Se	ement of all leastlen ent State
Alico Muelett, Secretary	creary		Sellers	
manufactor, storectur		•		
The HUD 1 Settlement Statement which I have be disbursed in accordance with this statement	e prepared is a true and acc	curate account of this transaction. I January 23, 2		il cause re un

WARNING, It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a line part transcription. For tetals see: Title 18 U.S. Code Section 1001, and Section 1000.