



Public Service Commission

ORIGINAL
FILE COPY

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

DATE: January 13, 1997
TO: Division of Records and Reporting
FROM: Division of Water and Wastewater (Tomlinson) *CT*
RE: Docket No. 961109-WU; Application for grandfather certificate to operate a water utility in Polk County by Alturas Water Works.

Attached please find a letter dated January 10, 1997, sent to my attention from Mr. Monte J. Tillis, Jr. Please place the correspondence in the above docket file. If you have any questions, please feel free to contact me.

cc: Division of Legal Service (Crosby) w/ Attachments

DOCUMENT NUMBER-DATE

00468 JAN 14 5

FPSC-RECORDS/REPORTING

Monte J. Tillis, Jr.

Attorney at Law

(911) 533-2411

190 South Broadway, P. O. Drawer 37
Barlow, Florida 33831

January 10, 1997

Christine C. Tomlinson, Regulator Analyst
Division of Records & Reporting
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0873

RECEIVED

JAN 15 1997

Florida Public Service Commission
Division of Water and Wastewater

Dear Ms. Tomlinson:

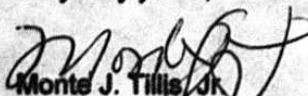
The following documents are enclosed as per your request:

1. Title Insurance Policy #BA961318-0 reflecting Ownership of the property to be in the name of B. B. Register.
2. Territory description, Territory & System Map
These have been revised according to the description prepared by Mr. Richard Redemann.
3. A certificate of Status has been ordered from Tallahassee for B. B. Register and will be forwarded to you upon receipt. (A copy of the Notice Under Fictitious Name Act is enclosed along with a copy of the affidavit of publication.)

Mr. Register recently transferred the property along with the equipment used to operate Alturas Water Works to his son, Michael B. Register. We are in the process of registering Alturas Water Works under the name of Michael B. Register. As soon as it is completed, I will forward a Certificate of Status to you. A copy of the deed from B.B. Register to his son, Michael B. Register, is enclosed.

Please let me know if you have any questions or require any further documents.

Very truly yours,


Monte J. Tillis, Jr.

MJTjr:jj

Enclosures

Docket No. 961109-WU

OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY



Commonwealth.
Land Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Pennsylvania corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest:

James J. Lynch, Jr.
Secretary



By:

[Signature]
President

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the affect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

OWNER'S POLICY
SCHEDULE A

Amount of Insurance: \$10,000.00 Policy No. BA961318-O
Premium:

Date of Policy: September 14, 1996 at 2:25 P.M.

1. Name of Insured:

BROOKS REGISTER III, Trustee and his successors in office as Trustee of the Brooks Register III Trust dated the 9th day of August, 1995

2. The Estate or interest in the land described herein and which is covered by this policy is a fee simple interest, and is at the date of policy hereof vested in the named insured as shown by instrument recorded in Official Records Book 3565, page 0432 and Official Records Book 3578, Page 1704, of the Public Records of Polk County, Florida.

3. The land referred to in this policy is described as follows:

Lot 7, Block 20, TOWNSITE OF ALTURAS, according to the plat thereof recorded in Plat Book 4, Page 62 of the public records of Polk County, Florida.

COMMONWEALTH LAND TITLE INSURANCE COMPANY
205 1/2 South Broadway
P. O. Box 817
Bartow, FL 33830-0817
(941) 533-0891

Countersigned: _____

P. George Joubert
Authorized Officer or Agent

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes for the year 1996 and taxes or assessments which are not shown as existing liens by the public records or which may be levied or assessed subsequent to the date hereof.
2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises.
4. Easements or claims of easements not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Any claim that any part of said land is owned by the State of Florida by right of sovereignty, and riparian rights, if any.
7. Any interest of Ruby S. Register and Wynette R. Register as set forth in Quit Claim Deed recorded January 3, 1972 in Official Records Book 1410, Page 825 of the public records of Polk County, Florida.

END OF SCHEDULE B

This Indenture

This Instrument Was Prepared By
MONTE J. TILLIS, JR.
Post Office Box 37
Bartow, Florida 33630

Made this 5th day of January A. D. 19 72
Between Ruby S. Register, a widow; John Lee Register and Burma Lee Register, his wife; and Wynette R. Register, as Executrix of the Estate of Emory Register, deceased; and Brooks B. Register, III,

Polk and State of Florida of the County of Polk party of the first part,

Brooks B. Register, III and Ann H. Register, husband and wife,
Post Office Box 207, Alturas, of the County of Polk
and State of Florida party of the second part,

Witnesseth, that the said party of the first part, for and in consideration of the sum of **Ten Dollars and other valuable considerations** Dollars, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto the said party of the second part all the right, title, interest claim and demand which the said party of the first part has in and to the following described lot, piece or parcel of land, situate lying and being in the County of Polk State of Florida, to wit:

WATER WORKS: Lot 7, Block 20, Townsite of Alturas, as shown by map or plat thereof recorded in the office of the Clerk of the Circuit Court in and for Polk County, Florida, in Plat Book 4, page 62.
AND

FairBanks Morse Pump - FairBanks Morse Motor - 3000 gallon pressure tank - all main lines - 40 water meters

Parties of the second part do hereby agree that Ruby S. Register and Wynette R. Register are to have water furnished free of charge by the Water Works for and during their life time.

To Have and to Hold the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part.

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

Signed, Sealed and Delivered in Our Presence
Sharon T. Clark
Antonia K. Nelson
Sara C. Adams
FIELD RECORDED AND RECORD VERIFIED
POLK COUNTY, FLA.
EX E.C. J.C.
Ruby S. Register
John Lee Register
Burma Lee Register
Wynette R. Register
Brooks B. Register III

State of Florida, County of Polk
I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Ruby S. Register, a widow, John Lee Register and Burma Lee Register, his wife; Wynette R. Register, as Executrix of the Estate of Emory Register, deceased; and Brooks B. Register, III

to me well known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.
WITNESS my hand and official seal at Bartow
County of Polk and State of Florida, this 5th day of January A. D. 19 72

Notary Public, State of Florida at Large
My Commission Expires Jan. 1, 1975
Bonded by Fidelity Insurance Co.

Sharon T. Clark
Notary Public
My Commission Expires

STATE OF FLORIDA
DOCUMENTARY
RECORDS
POLK COUNTY
JAN 7 1972
0240

72 JAN 3 AM 11:32

IN THE CIRCUIT COURT OF THE TENTH JUDICIAL CIRCUIT
IN AND FOR POLK COUNTY, FLORIDA

2640 1758
POLK OFF. REC. PAGE

1988 JUN 15 AM 7:36

IN RE: THE MARRIAGE OF
BROOKS REGISTER,

Husband,

and

CASE NO.: GC-F-87-2060

ANN REGISTER,

Wife.

FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE

THIS CAUSE came on for final hearing on March 1, 1988, upon the pleadings filed by the Wife and Husband. The Wife, ANN REGISTER, appeared with counsel, J. MASON WINES, and the Husband, BROOKS REGISTER, appeared with counsel, MONTE J. TILLIS. Having heard the testimony of the parties and the argument of counsel and being fully advised in the premises the Court finds that it has absolute jurisdiction of the parties, their minor child, and the subject matter of this action. The Court further finds that the parties are Husband and Wife, that the marriage is irretrievably broken, that both have been continuous residents of the State of Florida for more than six months before this action was commenced, that both have complied with the financial disclosure requirements of Fla. R. Civ. Pro. 1.611, that the Wife has complied with the filing requirements of the Uniform Child Custody Jurisdiction Act and both parties and both parties have been represented by independent counsel of their own choice and only after fully and complete financial disclosure they have entered into a comprehensive Property Settlement and Support Agreement which is attached hereto and made a part of this Final Judgment. The Court has reviewed the same and being fully advised, it is thereupon,

ADJUDGED AS FOLLOWS:

1. DISSOLUTION. That the marriage heretofore existing between the Wife, ANN REGISTER and the Husband, BROOKS REGISTER, be and is hereby dissolved, a vinculo matrimonii because it is irretrievably broken.

061152

A ✓

DOCKETED - 18

2. **AGREEMENT:** That the Property Settlement and Support Agreement executed by the parties is accepted into evidence, ratified, approved, and incorporated within the terms of this Final Judgment of Dissolution of Marriage as if the same were set forth herein verbatim. The parties are ordered to comply with each and every term and condition set forth in the Property Settlement and Support Agreement and jurisdiction is reserved to enforce the same.

3. **CUSTODY OF MINOR CHILD:** That the parties shall have shared parental responsibility with their minor child, MICHAEL REGISTER, born November 13, 1976, and the Wife shall be the primary physical residential parent of said child except at such times as the child is residing with the Husband for visitation purposes. The Husband shall have liberal and reasonable visitation with the minor child.

Each of the parties shall have free and open access to the child and concerning all matters of policy involving him such as health and education they shall confer with a view toward adopting a harmonious attitude best calculated to promote the child's welfare. Additionally each of the parties shall notify the other promptly of any serious illnesses or accidents befalling the child and use all reasonable efforts to maintain free access to them and to create a feeling of love and affection between themselves and their child. Neither of the parties shall in any manner attempt to alienate the affections of the child of this marriage towards the other party and each of them shall make every reasonable effort to encourage their offspring to love and respect the other party. Neither party shall do anything to hamper the natural development of the child's love and affection for the other party.

4. **CHILD SUPPORT:** That the Husband shall pay to the Wife as child support \$350.00 per MONTH until said minor child attains the age of 18 years, should die, marry or becomes self-supporting or until further Order of this Court.

5. **ALIMONY:** That the Husband shall pay to the Wife as alimony \$400.00 per MONTH until the Wife should die, remarries or until further Order of this Court.

6. **MARITAL HOME.** That the Husband is awarded sole possession of the marital home located at Alturas, Polk County, Florida, more particularly described as:

Lot 4, Block 8, Alturas, according to Plat thereof recorded in Plat Book 4, Page 62, Public Records of Polk County, Florida, and that part of vacated Shore Blvd. adjacent to said lot and East 1/2 of 4th Street closed by resolution recorded in O. R. Book 930, Page 469, said public records.

The Husband shall be responsible for the monthly mortgage payments and hold the Wife harmless for any liability therefor. The Wife shall assign all her right title and interest in said marital home to the Husband within ten (10) days from the date of this Final Judgment or said Final Judgment shall act as such conveyance.

7. **PERSONAL PROPERTY:** That the Husband is awarded all the furniture, fixtures and appliances of the marital home other than the items listed below which are awarded to the Wife:

- a. Oak dining room table and chairs.
- b. Two china cabinets.
- c. Oak library table.
- d. Channel back beige chair.
- e. Wife's mother's china.
- f. Oak rocking chair.
- g. All of Wife's personal items.

8. **LIFE INSURANCE.** Husband shall maintain a policy of life insurance with a face value at least equal to the amount of child support remaining unpaid. The minor child, MICHAEL REGISTER, shall be named as the beneficiary of said policy.

9. **MEDICAL INSURANCE FOR CHILD:** That the Husband shall continue to maintain the health insurance policy on the minor child of the parties. Each party shall be responsible for one-half of all medical, pharmaceutical, orthodontic, dental, ocular or other health care expenses for the minor child of the parties which are not reimbursed by the Husband's insurance.

10. **AUTOMOBILE:** The Wife is awarded the 1986 Buick automobile as lump sum alimony. The Husband is to pay off the amount owed to GMAC on said automobile. The Husband is to also

2640 1760
POLK OFFICIAL REC. PAGE

assign all his right, title and interest in said automobile to the Wife within ten (10) days from the date of this Final Judgment or said Final Judgment shall act as such conveyance.

11. WIFE'S EQUITABLE DISTRIBUTION: The Wife is awarded the following marital assets:

- a. Lump sum alimony in the amount of \$118,000.00 payable in 5 equal installments of \$23,600.00 per year commencing May 1, 1989. These payments shall not be deductible by the Husband or included as income to the Wife.
- b. Citrus & Chemical bank account in the approximate amount of \$8,869.00.
- c. Florida Federal savings account in the approximate amount of \$15,083.00.
- d. Southeast Bank savings account in the approximate amount of \$1,111.00.
- e. 1,100 shares of Scotty's stock with a value of approximately \$18,644.00.
- f. Goltry mortgage and promissory note of approximately \$29,000.00.
- g. \$25,000.00 from the sale of the 1987-88 fruit crop.

12. HUSBAND'S EQUITABLE DISTRIBUTION: The Husband is awarded the following marital assets:

- a. All the family groves known by the names of the Mill Grove; R & R Grove; Korman Grove; Waverly Grove; McLendon Grove; Trask Grove and the 10 acre Grapefruit grove.
- b. Virginia property described as:
That certain tract or parcel of land, being Lot 4, containing 3.002 + acres, together with all rights, privileges and appurtenances thereto, belonging or otherwise appurtenant, lying and being in the Seddon Magisterial District, Bland County, Virginia fronting on State Highway 601, as shown on the plat made by H. L. Louthen, C.L.S., dated April 19, 1985 and revised April 30, 1985.
- c. Southeast Bank IRA - approximate amount of \$18,149.60.
- d. Deferred Compensation account - approximate amount of \$52,373.72.
- e. Growth Industries stock - approximate \$4,325.02.
- f. 288 shares of Selco stock.
- g. 72 shares of Maxxina stock.
- h. Boat.
- i. A. G. Edwards account - approximate \$20,771.49.
- j. Husband's pension plan.

k. Husband's life insurance policies.

l. Alturas Water works described as:

Lot 7, Block 20, Townsite of Alturas, as shown by map or plat thereof recorded in the office of the Clerk of the Circuit Court in and for Polk County, Florida, in Plat Book 4, Page 62.

13. ATTORNEY'S FEES AND COSTS: That both the Husband and Wife shall be responsible for their own attorney's fees and costs.

14. JURISDICTION: That this Court does retain jurisdiction of the parties and of the subject matter herein to enter such other and further orders as justice and equity may require.

DONE AND ORDERED in Chambers at Bartow, Polk County, Florida, this 6 day of ~~May~~ June, 1988.

June

DENNIS P. MALONEY
Circuit Judge

Copies furnished to:

J. Mason Wines, Esquire
Monte J. Tillis, Esquire
Brooks Register
Ann Register

2640 1762
POLK OFF. REC. PAGE

FILED, RECORDED AND
RECORD VERIFIED
E D "Dud" DUNN, CL. CR. CL.
POLK COUNTY, FLA.
BY *PT* D.C.

Monte J. ..., Attorney at Law
180 S. Broadway - P. O. Drawer 87

Bartow, Florida 33830 DEPT 15 5.00
DEPT 91 1.00
DEPT 51 0.53
295 H
CHECKS 6.55
07/12/88 861BA

This Indenture

Wherever used herein, the term "party" shall include the heirs, personal representatives, successors and assigns of the respective parties herein, the use of the singular number shall include the plural, and the plural the singular, the use of any gender shall include all genders, and, if used, the term "and" shall include all the other terms described of more than one

Made this 20th day of June A. D. 1988
Between ANN REGISTER the former wife of BROOKS B. REGISTER, III

Polk and State of Florida, party of the first part,
and BROOKS B. REGISTER, III
P. O. Box 257, Alturas, Florida 33820-0257

Polk and State of Florida, party of the second part,
Witnesseth, that the said party of the first part, for and in consideration of the sum of Ten and no/100----- (\$10.00)----- Dollars, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto the said party of the second part all the right, title, interest claim and demand which the said party of the first part has in and to the following described lot, piece or parcel of land, situate lying and being in the County of Polk, State of Florida, to wit:

WATER WORKS: Lot 7, Block 20, Townsite of Alturas, as shown by map or plat thereof recorded in the office of the Clerk of the Circuit Court in and for Polk County, Florida, in Plat Book 4, page 62 and FairBanks Morse Pump - FairBanks Morse Motor - 3000 gallon pressure tank - all main lines - 40 water meters

NO TITLE SEARCH REQUESTED. DESCRIPTION FURNISHED BY GRANTOR.

Documentary Tax Pd. \$ 55
Intangible Tax Pd. \$ _____
E. D. "Bud" Dixon, Clerk, Polk County

⁵⁵ **To Have and to Hold** *MDT* ^{MDT} Deputy Clerk
the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part.

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

Signed, Sealed and Delivered in Our Presence:

Judith M. Williams
Mary E. Mason

Ann Register
ANN REGISTER
FILED, RECORDED, AND RECORD VERIFIED
E. D. "Bud" Dixon, Clerk, Polk County, FLA.
BY: *[Signature]* D.C.

State of Florida,
County of POLK

I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,

ANN REGISTER the former Wife of BROOKS B. REGISTER, III

to me well known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at the town of Bartow
County of Polk, and State of Florida, this 20th day of June A. D. 1988

Judith M. Williams
Notary Public
My Commission Expires: 7-10-88

1988 JUL 12 AM 8:28

070779

2648 1025

DEPT 115 13.00
DEPT 291 2.00
DEPT 125 1.00
CHECKS 16.00
0623A

08/14/95

1995 AUG 14 AM 11:08

093697

QUIT CLAIM DEED

THIS INDENTURE made this 9th day of August, A. D., 1995, BETWEEN BROOKS B. REGISTER III, party of the first part, and BROOKS REGISTER III, TRUSTEE, AND HIS SUCCESSORS IN OFFICE AS TRUSTEE OF THE BROOKS REGISTER III TRUST DATED THE 9th DAY OF August, 1995, (Social Security Number 262-46-4168), whose mailing address is Box 257, Alturas, Florida 33820, County of Polk and State of Florida, party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of LOVE AND AFFECTION given by the said party of the second part, the receipt whereof is hereby acknowledged, has remise, released and quitclaimed, and by these presents does remise, release and quitclaim unto the said party of the second part all the right, title, interest claim and demand which the said party of the first part has in and to the following described lots, pieces or parcels of land, situate lying and being in the County of Polk, State of Florida, to wit:

Parcel I.D. No. 163026-694500-020390
Lot 39 and 40 in Block 20 of the Town of Alturas, Polk County, Florida, according to plat thereof recorded in Plat Book 4, page 62 of the public records of Polk County, Florida.

-and-

Parcel I.D. No. 043026-000000-022010
The E 1/2 of SE 1/4 of SE 1/4 of Section 4, Township 30 South, Range 26 East

Parcel I.D. No. 143026-000000-042020
The W 1/2 of SE 1/4 of SW 1/4 of Section 14, Township 30 South, Range 26 East

Parcel I.D. No. 153026-000000-023010
The N 1/2 of NW 1/4 of SE 1/4 of Section 15, Township 30 South, Range 26 East

Part of Parcel I.D. No. 103026-000000-043010
The West 3/4 of the N 1/4 of SW 1/4 and Begin 450 feet East of SW corner of SW 1/4 of NW 1/4, run North 200 feet, East 260 feet, South 200 feet, West to beginning in Section 10, Township 30 South, Range 26 East

Parcel I.D. No. 102927-000000-021010
The N 1/2 of the NE 1/4 of the SE 1/4 of Section 10, Township 29 South, Range 27 East, LESS AND EXCEPT all roadways.

-and-

Parcel I. D. No. 103026-000000-043010
The S 1/2 of the N 1/2 of the N 1/2 of the NW 1/4 of the SW 1/4, Section 10, Township 30 South, Range 26 East, Polk County, Florida

-and-

THIS INSTRUMENT PREPARED BY:
ROBERT R. CRITTENDEN
Post Office Drawer 152
Winter Haven, Florida 33882-0152
(813) 293-2161

Record and return to:
CRITTENDEN & CRITTENDEN, P.A.
Post Office Drawer 152
Winter Haven, Florida 33882-0152

13.00
3.00
5.00
21.00

Parcel I. D. No. 223026-000000-032010

Beginning 330 feet West of the SE corner of the NW 1/4 of Section 22, Township 30 South, Range 26 East; thence West along the South line of said NW 1/4 a distance of 600 feet; thence North to a point in a line (said line being drawn from a point 800 feet North of the SW corner of the NW 1/4 of said Section 22 to a point 485.7 feet due South of the NE corner of the NW 1/4 of said Section 22); thence in a northeasterly direction along said line to a point due North of point of beginning; thence South to point of beginning.

-and-

Parcel I. D. No. 223026-000000-031010

Begin at the NW corner of the W 1/2 of the NE 1/4 of the NW 1/4 of Section 23, Township 30 South, Range 26 East, Polk County, Florida; run thence East to the NE corner of the W 1/2 of the NE 1/4 of the NW 1/4; thence run South 101.5 feet West to a point 69.5 feet South of beginning; run thence north to the point of beginning. Parcel I. D. No. 223026-000000-031010

-and-

Parcel I.D. No. 093026-000000-021010

The SW 1/4 of the NE 1/4 of the SE 1/4, less road right of way, all in Section 9, Township 30 South, Range 26 East, Polk County, Florida

-and-

Parcel I.D. No. 163026-694500-020070

Lot 7, Block 20, Townsite of Alturas, as shown by map or plat thereof recorded in the office of the Clerk of the Circuit Court in and for Polk County, Florida, in Plat Book 4, page 62, and FairBanks Morse Pump, FairBanks Morse Motor, 3000 gallon pressure tank, all main lines, 40 water meters.

THE ABOVE DESCRIBED PROPERTIES CONSTITUTE NO PORTION OF THE HOMESTEAD OF THE GRANTOR.

THIS INSTRUMENT WAS PREPARED FROM INFORMATION FURNISHED BY THE PARTIES. NO TITLE ASSURANCE WAS REQUESTED OR RECEIVED.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said parties of the first part, either in law or equity, to the proper use, benefit and behoof of the said party of the second part.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of these witnesses:

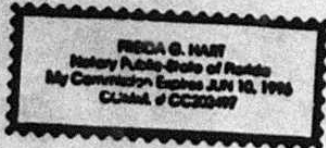
Robert B. Crittenden
Robert B. Crittenden
Freida Hart
Freida Hart

Brooks B. Register III
BROOKS B. REGISTER III
Box 257
Alturas, Florida 33820

STATE OF FLORIDA:

COUNTY OF POLK:

The foregoing instrument was acknowledged before me this
9th day of August, 1995, by BROOKS B. REGISTER III, who is
personally known to me or who has produced Florida driver's license
as identification.



Notary Public

Freida G. Hart

Freida G. Hart
State of Florida at Large
Commission Number : CC202797
My Commission Expires: 6/10/96

95 SEP 14 PM 2:25

108316

E.D. "BUD" DIXON, CLERK OF COURT		
09/14/95	10:10	456
115	09310	\$13.00
291	09311	\$2.00
TOTAL		\$15.00
CHECK#	000596	\$15.00

CORRECTIVE QUIT CLAIM DEED

THIS INSTRUMENT made this 12th day of September, A. D., 1995, BETWEEN BROOKS B. REGISTER III, party of the first part, and BROOKS REGISTER III, TRUSTEE, AND HIS SUCCESSORS IN OFFICE AS TRUSTEE OF THE BROOKS REGISTER III TRUST DATED THE 9TH DAY OF AUGUST, 1995, (Social Security Number 262-46-4168), whose mailing address is Box 257, Alturas, Florida 33820, County of Polk and State of Florida, party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of LOVE AND AFFECTION given by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto the said party of the second part all the right, title, interest claim and demand which the said party of the first part has in and to the following described lots, pieces or parcels of land, situate lying and being in the County of Polk, State of Florida, to wit:

Parcel I.D. No. 163026-694500-020390
Lot 39 and 40 in Block 20 of the Town of Alturas, Polk County, Florida, according to plat thereof recorded in Plat Book 4, page 62 of the public records of Polk County, Florida.

-and-

Parcel I.D. No. 043026-000060-022010
The E 1/2 of SE 1/4 of SE 1/4 of Section 4, Township 30 South, Range 26 East

Parcel I.D. No. 143026-000000-042020
The W 1/2 of SE 1/4 of SW 1/4 of Section 14, Township 30 South, Range 26 East

Parcel I.D. No. 153026-000000-023010
The N 1/2 of NW 1/4 of SE 1/4 of Section 15, Township 30 South, Range 26 East

Parcel I.D. No. 103026-000000-043010
The S 1/2 of N 1/2 of N 1/2 of NW 1/4 of SW 1/4 and the S 1/2 of N 1/2 of NW 1/4 of SW 1/4 of Section 10, Township 30 South, Range 26 East, Polk County, Florida.

Parcel I.D. No. 102927-000000-021010
The N 1/2 of the NE 1/4 of the SE 1/4 of Section 10, Township 29 South, Range 27 East, LESS AND EXCEPT all roadways.

-and-

Parcel I. D. No. 223026-000000-012010
Beginning 330 feet West of the SE corner of the NW 1/4 of Section 22, Township 30 South, Range 26 East; thence West along the South line of said NW 1/4 a distance of 600 feet; thence North to a point in a line (said line being drawn

THIS INSTRUMENT PREPARED BY:
ROBERT R. CRITTENDEN
Post Office Drawer 152
Winter Haven, Florida 33882-0152
(813) 293-2161

Record and return to:
CRITTENDEN & CRITTENDEN, P.A.
Post Office Drawer 152
Winter Haven, Florida 33882-0152

44

AID
1300
200
1500

from a point 800 feet North of the SW corner of the NW 1/4 of said Section 22 to a point 485.7 feet due South of the NE corner of the NW 1/4 of said Section 22); thence in a northeasterly direction along said line to a point due North of point of beginning; thence South to point of beginning.

-and-

Parcel I. D. No. 233026-000000-031010

Begin at the NW corner of the W 1/2 of the NE 1/4 of the NW 1/4 of Section 23, Township 30 South, Range 26 East, Polk County, Florida; run thence East to the NE corner of the W 1/2 of the NE 1/4 of the NW 1/4; thence run South 101.5 feet West to a point 69.5 feet South of beginning; run thence north to the point of beginning. Parcel I. D. No. 233026-000000-031010

-and-

Parcel I.D. No. 093026-000000-021020

The SE 1/4 of the NE 1/4 of the SE 1/4, less road right of way, all in Section 9, Township 30 South, Range 26 East, Polk County, Florida

-and-

Parcel I.D. No. 163026-694500-020070

Lot 7, Block 20, Townsite of Alturas, as shown by map or plat thereof recorded in the office of the Clerk of the Circuit Court in and for Polk County, Florida, in Plat Book 4, page 62, and FairBanks Morse Pump, FairBanks Morse Motor, 3000 gallon pressure tank, all main lines, 40 water meters.

THIS IS A CORRECTIVE QUIT CLAIM DEED GIVEN TO CORRECT THE LEGAL DESCRIPTION OF PARCEL 103026-000000-043010 AND LEGAL DESCRIPTION OF PARCEL 093026-000000-021010 IN THE DEED ORIGINALLY RECORDED ON AUGUST 14, 1995, IN POLK COUNTY OFFICIAL RECORDS BOOK 3565, PAGES 0432-0434, INCLUSIVE.

THE ABOVE DESCRIBED PROPERTIES CONSTITUTE NO PORTION OF THE HOMESTEAD OF THE GRANTOR.

THIS INSTRUMENT WAS PREPARED FROM INFORMATION FURNISHED BY THE PARTIES. NO TITLE ASSURANCE WAS REQUESTED OR RECEIVED.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said parties of the first part, either in law or equity, to the proper use, benefit and behoof of the said party of the second part.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of these witnesses:

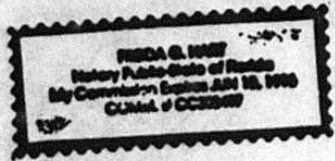
Robert L. Thompson
Robert L. Thompson
Freida Hart
Freida Hart

Brooks B. Register III
BROOKS B. REGISTER III
Box 257
Alturas, Florida 33820

STATE OF FLORIDA:

COUNTY OF POLK:

The foregoing instrument was acknowledged before me this
12th day of September, 1995, by BROOKS B. REGISTER III, who is
personally known to me or who has produced (personally known)
as identification.



Notary Public

Freida G. Hart
Freida G. Hart
State of Florida at Large
Commission Number : CC202497
My Commission Expires: 6/10/96

CONDITIONS AND STIPULATIONS

7. DETERMINATION AND EXTENT OF LIABILITY.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT.

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

(Continued)

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION.

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the insured. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY.

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to Commonwealth Land Title Insurance Company, Eight Penn Center, Philadelphia, Pennsylvania 19103-2198.

Inquires regarding policy coverage and assistance in resolving complaints, should be directed to the Company at (407) 425-6121. Claims must be reported in accordance with Conditions and Stipulations.

Valid Only If Face Page, Schedules A and B Are Attached

Scale - 6 inches Equals 1 mile
1 Inch Equals 10 Chains, 660 Feet, 40 Rods or 220 Yards

One Rod = 16.5 feet; 1/4 Chain or 25 Links
One Link = 7.92 Inches;
One Chain = 66 feet, 4 Rods or 100 Links
One Mile = 5,280 feet, 320 Rods or 80 Chains
All Measurements in Government Surveys are indicated by Links and Chains
One Square Rod Contains 272.5 Square Feet
One Acre is about 208.25 Feet Square
One Acre Contains 43,560 Square Feet, or 160 Square Rods.
1/2 an Acre (Homestead within City limits) Contains 21,780 Square Feet.
Ten Square Chains = One Acre
One Section of Land is one Square Mile and Contains 640 Acres.
1/4 Section Contains 160 Acres.
One township Area is 36 Square Miles and Contains 23,040 Acres

Sectional Map of a Township
With Adjoining Sections

36	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6
12	7	8	9	10	11	12	7
13	18	17	16	15	14	13	18
24	19	20	21	22	23	24	19
25	30	29	28	27	26	25	30
36	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6

Star Lake and SE 1/4 of SE 1/4 of NW 1/4 and The N 480 feet of the SE 1/4 of
the E 672 feet of the SE 1/4 Less the S 672 feet.

NOTICE UNDER FICTITIOUS NAME ACT

Notice is hereby given that the undersigned, pursuant to the provisions of the Fictitious Name Act, Section 865.09, Florida Statutes, as amended, intends to register with the Secretary of State of the State of Florida the fictitious name of

Alturas Water Works

under which the undersigned is engaged or will engage in business at:

2565 Oak Drive in the City of Alturas
(Street Address)

Florida 33820
(zip code)

That the party/parties interested in said business enterprise is/are as follows:

B.B. Register

Person authorizing publication: Monte J. Tillis, Jr.

Today's Date: 10-21-96 Telephone Number: 533-2411

Mailing address, if different from above address:

P.O. Drawer 37, Bartow, Florida 33831

Prepayment of \$14.00 Required

The Polk County Democrat
P.O.Box 120
Bartow, FL 33831-0120
533-4183

AFFIDAVIT OF PUBLICATION
The Polk County Democrat

Published Semi-Weekly
Bartow, Polk County, Florida

Case No. _____

STATE OF FLORIDA
COUNTY OF POLK

Before the undersigned authority personally appeared _____
Mary G. Frisbie, who on oath says that (s)he is
Treasurer of The Polk County Democrat, a newspaper
published at Bartow, Polk County, Florida; that the attached copy of advertisement,
being a Fictitious Name in the
matter of Alturas Water Works

in the _____ Court, was published in said newspaper in the issues
of Oct. 24, 1996

Affiant further says that The Polk County Democrat is a newspaper published at
Bartow, in said Polk County, Florida, and that said newspaper has heretofore been continu-
ously published in said Polk County, Florida, each Monday and Thursday, and has been
entered as second class matter at the post office in Bartow, in said Polk County, Florida, for a
period of one year next preceeding the first publication of the attached copy of advertise-
ment; and affiant further says that he has neither paid nor promised any person, firm, or
corporation any discount, rebate, commission, or refund for the purpose of securing this
advertisement for publication in said newspaper.

Signed Mary G. Frisbie

Sworn to and subscribed before me this 28th day of Oct., 1996,

by Mary G. Frisbie,

who is personally known to me.

C. Joanne Ethington
(Signature of Notary Public)

C. Joanne Ethington

(Printed or typed name of Notary Public)

Notary Public

My Commission Expires:



who executed the forgoing instrument, who acknowledged before me that he executed the same, and an oath was not taken.
(Check one:) Said person(s) is/are personally known to me. Said person(s) provided the following type of identification:

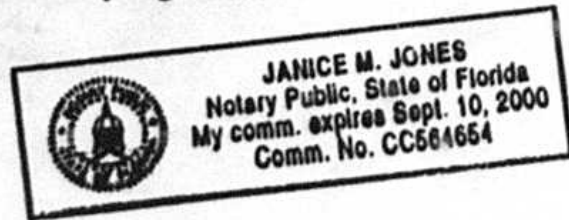
Notary Rubber Stamp Seal

Witness my hand and official seal in the County and State
last aforesaid this 13th day of December, A.D., 1996.

Janice M. Jones
Notary Signature

Janice M. Jones
Printed Notary Signature

Documentary Tax Pd. \$ 126.60
Intangible Tax Pd. \$ _____
E.D "Bud" Dixon, Clerk, Polk Co.
By: [Signature] Deputy Clerk



[Handwritten initials]
A/D