

MEMORANDUM

June 9, 1997

TO: DIVISION OF RECORDS AND REPORTING

FROM: DIVISION OF LEGAL SERVICES (CROSBY)

RE: DOCKET NO. 970093-WS - APPLICATION FOR TRANSFER OF MAJORITY ORGANIZATIONAL CONTROL OF CERTIFICATES 517-W AND 450-S IN BREVARD COUNTY BY AQUARINA DEVELOPMENTS, INC.

Attached is Title Insurance and a Warranty Deed in the name of Aquarina Developments, Inc. which have been provided by the utility as proof that it owns the land upon which its facilities are located as required by Rule 25-30.037(3), Florida Administrative Code. PLEASE PLACE THESE DOCUMENTS IN THE ABOVE-REFERENCED DOCKET FILE. Thanks.

alc

Attachments

cc: Division of Water and Wastewater (Redemann)

- ACK \_\_\_\_\_
- AFA \_\_\_\_\_
- APP \_\_\_\_\_
- CAF \_\_\_\_\_
- CMU \_\_\_\_\_
- CTR \_\_\_\_\_
- EAG \_\_\_\_\_
- LEG \_\_\_\_\_
- LIN \_\_\_\_\_
- OPC \_\_\_\_\_
- RCH \_\_\_\_\_
- SEL 1 \_\_\_\_\_
- WAS \_\_\_\_\_
- OTH \_\_\_\_\_

DOCUMENT NUMBER-DATE  
 05764 JUN 10 5  
 FPSC-RECORDS/REPORTING



POLICY NO. AW 062627

AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY  
FORM A - 1970 (Amended 10-17-70)



TITLE INSURANCE COMPANY OF MINNESOTA

a Stock Company, of Minneapolis, Minnesota

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF,

TITLE INSURANCE COMPANY OF MINNESOTA 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, and costs, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by the Insured by reason of:

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

IN WITNESS WHEREOF, the said Title Insurance Company of Minnesota has caused its corporate name and seal to be hereunto affixed by its duly authorized officers as of the date shown in Schedule A, the policy to be valid when countersigned by an authorized officer or agent of the Company.

TITLE INSURANCE COMPANY OF MINNESOTA

Countersigned:

Authorized Officer or Agent

President

Secretary

## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy:

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
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 and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (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. The refusal of any person to purchase, lease or lend money on the estate or interest covered hereby in the land described in Schedule A.

### CONDITIONS AND STIPULATIONS

#### 1. Definition of Terms

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage hereunder.

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.

(d) "land": the land described, specifically or by reference in Schedule A, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(f) "public records": those records which by law impart constructive notice of matters relating to said land.

#### 2. Continuation of Insurance after Conveyance of Title

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured so long as such insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

#### 3. Defense and Prosecution of Actions - Notice of Claim to be given by an Insured Claimant

(a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in all litigation consisting of actions or proceedings commenced against such insured to the extent that such litigation is founded upon an alleged defect, lien, encumbrance, or other matter insured against by this policy.

(b) The insured shall notify the Company promptly in writing (i) in the event any action or proceeding is begun or set forth in (a) above, and in the knowledge that such action is insured hereunder or (ii) in the event any such action or proceeding is set forth in the public records of any jurisdiction which is subject to the title to the

THE COMPANY'S 6/76 POLICY 2000 B

File No.

Policy No. NH 062627

Policy Amount \$ 3,691,500.00

File No.

Policy No. NM 062627

Policy Amount \$ 3,691,500.00

## SCHEDULE A

1. Policy Date December 15, 1978 at 11:55 A.M. o'clock.
2. The insured hereunder, in whom title to the fee simple estate is vested at the date hereof, is:

**AQUARINA DEVELOPMENTS, INC., a Florida Corporation**

3. The land referred to in this policy is situated in the County of **Brevard**  
State of **Florida** and is described as follows:

**Government Lots 4 and 5, SECTION 25, Township 29 South, Range 38 East,  
Brevard County, Florida, LESS the right-of-way for State Road A1A;**

and

**Government Lot 1, Section 35, Township 29 South, Range 38 East,  
Brevard County, Florida;**

and

**Government Lots 1, 2 and 3, Section 36, Township 29 South,  
Range 38 East, Brevard County, Florida, LESS the right of way for  
State Road A1A, the South 50.00 feet of said Government Lots 1, 2  
and 3 lying West of State Road A1A, and that portion of said  
Government Lot 1 parallel with and adjacent to the existing West  
right of way line of State Road A1A to a depth of 20.00 feet,  
as recorded in Official Record Book 1338 at Page 26, public records  
of Brevard County, Florida.**

**TOGETHER with all submerged land, shore rights, littoral rights  
and riparian rights in the waters of the Atlantic Ocean and  
Indian River adjacent to said properties.**

1. Right of way as shown in Official Record Book 1141, Page 197, public records of Brevard County, Florida.
2. Right of way as shown in Official Record Book 1141, Page 197, public records of Brevard County, Florida.
3. Right of way as shown in Official Record Book 1141, Page 197, public records of Brevard County, Florida.
4. Right of way as shown in Official Record Book 1141, Page 197, public records of Brevard County, Florida.
5. Right of way as shown in Official Record Book 1141, Page 197, public records of Brevard County, Florida.
6. Right of way as shown in Official Record Book 1141, Page 197, public records of Brevard County, Florida.
7. Right of way as shown in Official Record Book 1141, Page 197, public records of Brevard County, Florida.
8. Right of way as shown in Official Record Book 1141, Page 197, public records of Brevard County, Florida.
9. Right of way as shown in Official Record Book 1141, Page 197, public records of Brevard County, Florida.
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11. Right of way as shown in Official Record Book 1141, Page 197, public records of Brevard County, Florida.
12. Right of way as shown in Official Record Book 1141, Page 197, public records of Brevard County, Florida.
13. Right of way as shown in Official Record Book 1141, Page 197, public records of Brevard County, Florida.
14. Right of way as shown in Official Record Book 1141, Page 197, public records of Brevard County, Florida.
15. Right of way as shown in Official Record Book 1141, Page 197, public records of Brevard County, Florida.
16. Right of way as shown in Official Record Book 1141, Page 197, public records of Brevard County, Florida.
17. Right of way as shown in Official Record Book 1141, Page 197, public records of Brevard County, Florida.



Government Lots 1, 2 and 3, Section 36, Township 29 South, Range 38 East, Brevard County, Florida, LESS the right of way for State Road A1A, the South 50.00 feet of said Government Lots 1, 2 and 3 lying West of State Road A1A, and that portion of said Government Lot 1 parallel with and adjacent to the existing West right of way line of State Road A1A to a depth of 20.00 feet, as recorded in Official Record Book 1338 at Page 26, public records of Brevard County, Florida.

TOGETHER with all submerged land, shore rights, littoral rights and riparian rights in the waters of the Atlantic Ocean and Indian River adjacent to said properties.

COMMITMENT AND BINDER TO  
INSURE TITLE (MORTGAGE)

CROWELL, RENSEN, PFaffenBERGER, GORDON & DAHLMEIER  
Attorneys at Law of Florida

Community Federal Building

Address

Riviera Beach Florida

Lawyers' Title Guaranty Fund

Qualified with and supervised by Insurance Commissioner of Florida

ORLANDO, FLORIDA

To: BANKERS LIFE & CASUALTY COMPANY, an Illinois corporation

Amount \$ 2,800,000.00 Effective Date September 25, 1975 at \$100 A. M

LAWYERS' TITLE GUARANTY FUND, hereinafter referred to as The Fund, hereby commits and binds itself to insure the above named:

That the title to the land described in Schedule A below was, on the effective date shown above, vested in fee simple in

192 CO., a Florida corporation

SEE ATTACHED CONTINUATION SHEET

subject only to the defects, objections, liens and encumbrances, as shown in Schedules B and C hereof.  
That upon compliance with the requirements, satisfaction of any liens and removal of any other objections set forth in Schedule B herein, and upon payment of the fee, The Fund will issue to you, as the insured, by title insurance policy, MP form, in the sum of the principal amount of twelve-thousand dollars shown above, covering under Schedule B of the policy only such exceptions as appear in Schedule C hereof, provided, for the benefit of you, your heirs, assigns, devisees, legatees, assignees, mortgagees, lienholders, successors, assigns, and assigns, that the title to the land described in Schedule A herein shall be insured to you and your heirs, assigns, devisees, legatees, assignees, mortgagees, lienholders, successors, assigns, and assigns, in fee simple, and that the title insurance policy Form MP which are hereby incorporated by reference and are made a part of this commitment and binder.  
This Commitment is delivered and accepted upon the understanding that you have no personal knowledge or information of any defect, objection, lien, or encumbrance affecting said premises other than those shown herein, Schedules B and C hereof, and your failure to disclose any such personal information shall render this Commitment and any policy issued hereon, null and void as to such defect, objection, lien, or encumbrance.  
This Commitment shall not be binding until it shall have been countersigned by a member or members of The Fund and shall expire six (6) months from the effective date set forth above.  
IN WITNESS WHEREOF, The Fund has caused its name and seal to be hereunto affixed by its President and Executive Secretary, by direction of its Board of Trustees.



Lawyers' Title Guaranty Fund

By Paul B. Cornsberg  
Paul B. Cornsberg  
President and Executive Secretary

479 MHC- No 121504  
(INSURER NO.)

Countersigned: Frederick W. Dahlmeier/nds  
Date: Nov. 11, 1975

SCHEDULE A

1. The real estate on which this commitment and binder is given is located in Brevard County, Florida, and is described as  
SEE SCHEDULE ATTACHED HERETO AND MADE A PART HEREOF MARKED EXHIBIT A

SCHEDULE B

- Showing requirements to be complied with, defects and objections to be removed or eliminated, and liens and encumbrances to be satisfied or otherwise discharged or released before policy of title insurance will be issued without exception thereon.
- Item 1. Payment to us for the amount of the premium or discharge of the full consideration for the estate or interest to be insured.
  - Item 2. Proper instrument creating the estate or interest to be insured must be executed and duly filed for record, to wit:
    - (a) Mortgage from 192 CO., a Florida corporation, to Bankers Life & Casualty Company, an Illinois corporation, in the amount of \$2,800,000.00;
    - (b) Satisfaction of mortgage with respect to that certain mortgage from 192 CO. to Cameron-Brown Investment Group, as recorded August 4, 1972, in Official Record Book 1267, page 219, public records of Brevard County, Florida, in the original principal amount of \$2,400,000.00.

SCHEDULE C

- Showing defects, objections, liens and encumbrances, if any, to be shown as exceptions under Schedule B of the policy (such as easements, restrictive covenants, liens, unpaid taxes and assessments) subject to payment of the full amount of the policy fee and the amount of the policy fee and the amount of the policy fee and the amount of the policy fee.
- 1. General Taxes for the year of the effective date of this commitment, and taxes or special assessments which are not shown as existing liens by the public records.
  - 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 could be disclosed by an accurate survey and inspection of the premises.
  - 4. Easements or claims of easements not shown by the public records.
  - 5. Any lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas systems serving the lands described herein.

SEE ATTACHED CONTINUATION SHEET

This Special Warranty Deed Made the 12th day of December, A. D. 1978 by

FIRST NATIONAL BANK & TRUST COMPANY OF RIVIERA BEACH, TRUSTEE

a corporation existing under the laws of State of Florida and having its principal place of business at 3700 Broadway, Riviera Beach, Florida hereinafter called the grantor, to

AQUARINA DEVELOPMENTS, INC., a Florida Corporation, AS TRUSTEE

whose postoffice address is post Office Box 757, Cocoa Beach, Florida 32931

hereinafter called the grantee:

(Wherever used herein the term "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, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Brevard County, Florida, viz:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT THE SCRIVENER'S ERROR WHICH OMITTED THE WORDS "AS TRUSTEE", FROM THE GRANTEE'S NAME. THEREFORE THE RECORD SHALL REFLECT THE CORRECT GRANTEE'S NAME AS BEING "AQUARINA DEVELOPMENTS, INC. FLORIDA CORPORATION, AS TRUSTEE".

Subject to the terms and conditions of that certain first mortgage to Bankers Life and Casualty Company dated November 13, 1975 recorded November 19, 1975 in Official Record Book 1575 at Page 160, public records of Brevard County Florida; which mortgage was modified by Agreement dated March 28, 1978 and recorded on May 16, 1978 in Official Record Book 1885 at Page 692 and further modified by Agreement of even date herewith.

STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE DEC 15 78 900.00

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

To Have and to Hold, the same for said grantee forever.

And the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple; that it has 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 claiming by, through or under the said grantor.

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 officers thereunto duly authorized, the day and year first above written.

(CORPORATE SEAL)

ATTEST W. Jayne Tarrall Corporate Secretary

FIRST NATIONAL BANK AND TRUST COMPANY OF RIVIERA BEACH, TRUSTEE

Signed, sealed and delivered in the presence of:

By [Signature] ASST. VP. & TRUST OFFICER

STATE OF FLORIDA COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared [Signature]

well known to me to be the ASST. V. President and TRUST OFFICER respectively of the corporation named as grantor in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them 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 last aforesaid this 24th day of December, A. D. 1978.

This instrument prepared by: FRANCIS T. RYAN Ryan, Ryan & Fitzgerald P.O. Box 14615

(NOTARY SEAL) North Palm Beach, Fla. 33402

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE My Commission Expires: [Signature]

STATE OF FLORIDA DEPARTMENT OF REVENUE

BREVARD COUNTY 12571

RECORDED AND VERIFIED CLERK OF CIRCUIT COURT

307248

1979 MAR 15 PM 1:33

282416

1970 DEC 15 AM 11:55



EXHIBIT A

LEGAL DESCRIPTION

Government Lots 4 and 5, SECTION 25, Township 29 South, Range 38 East, Brevard County, Florida, LESS the Right of way for State Road 1A1A;

AND

Government Lot 1, Section 35, Township 29 South, Range 38 East, Brevard County, Florida;

AND

Government Lots 1, 2 and 3, Section 36, Township 29 South, Range 38 East, Brevard County, Florida, LESS the right of way for State Road 1A1A, the South 50.00 feet of said Government Lots 1, 2 and 3 lying West of State Road 1A1A, and that portion of said Government Lot 1 parallel with and adjacent to the existing West right of way line of State Road 1A1A to a depth of 20.00 feet, as recorded in Official Record Book 1338 at Page 26, public records of Brevard County, Florida.

TOGETHER with all submerged land, shore rights, littoral rights and riparian rights in the waters of the Atlantic Ocean and Indian River adjacent to said properties.

STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE DEC 15 78 PB 11121 900.00

012571 AIN-106 CUF720B

STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE DEC 15 78 PB 11121 900.00

STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE DEC 15 78 PB 11121 900.00

STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE DEC 15 78 PB 11121 900.00

BREVARD COUNTY 221798 FLORIDA DOCUMENTARY SUR TAX DEPT. OF REVENUE DEC 15 78 PB 10821 900.00

BREVARD COUNTY 175203 STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE DEC 15 78 PB 11121 900.00

BREVARD COUNTY 221799 FLORIDA DOCUMENTARY SUR TAX DEPT. OF REVENUE DEC 15 78 PB 10821 960.65

BREVARD COUNTY 175204 STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE DEC 15 78 PB 11121 900.00

BREVARD COUNTY 75201 STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE DEC 15 78 PB 11121 900.00

BREVARD COUNTY 175205 STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE DEC 15 78 PB 11121 900.00

BREVARD COUNTY 175202 STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE DEC 15 78 PB 11121 900.00

BREVARD COUNTY 175206 STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE DEC 15 78 PB 11121 900.00

AIN-106 CUF720B

STATE OF FLORIDA  
COUNTY OF BREVARD

I HEREBY CERTIFY that the foregoing is a true and correct  
copy of the original instrument.

Sworn and subscribed before me this 23rd day of December,  
1983.

  
Notary Public, State of Florida

My Commission expires:

Notary Public, State of Florida at Large  
My Commission Expires June 2, 1984  
Successor By Appointment of the State Company