

**FLORIDA PUBLIC SERVICE COMMISSION**

**INSTRUCTIONS FOR COMPLETING EXAMPLE  
APPLICATION FOR ORIGINAL CERTIFICATE OF AUTHORIZATION  
FOLLOWING RESCISSION OF JURISDICTION BY A COUNTY  
(GRANDFATHER CERTIFICATE)**

**(Pursuant to Section 367.171, Florida Statutes, and  
Rule 25-30.035, Florida Administrative Code)**

**General Information**

The attached form is an example application that may be completed by the applicant and filed with the Office of Commission Clerk to comply with Rule 25-30.035, Florida Administrative Code (F.A.C.). Any questions regarding this form should be directed to the Division of Engineering at (850) 413-6910.

**Instructions**

1. Fill out the attached application form completely and accurately.
2. Complete all the items that apply to your utility. If an item is not applicable, mark it "N.A." Do not leave any items blank.
3. Remit the proper filing fee pursuant to Rule 25-30.020, F.A.C., with the application.
4. The completed application and attached exhibits and the proper filing fee should be mailed to:

**Office of Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850**

RECEIVED-PPSC  
2017 NOV 30 PM 3:20  
COMMISSION  
CLERK

**APPLICATION FOR ORIGINAL CERTIFICATE FOLLOWING RESCISSION  
OF JURISDICTION BY A COUNTY (GRANDFATHER CERTIFICATE)**

**(Pursuant to Section 367.171, Florida Statutes, and  
Rule 25-30.035, Florida Administrative Code)**

To: **Office of Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850**

The undersigned hereby makes application for original certificate(s) to operate a water  and/or wastewater  utility in \_\_\_\_\_ County, Florida, and submits the following information:

**PART I APPLICANT INFORMATION**

A) Contact Information for Utility. The utility's name, address, telephone number, Federal Employer Identification Number, and if applicable, fax number, e-mail address, and website address. The utility's name should reflect the business and/or fictitious name(s) registered with the Department of State's Division of Corporations:

LAKE TALQUIN WATER COMPANY, INC.  
Utility Name

24396 Lone Star Court  
Office Street Address

Tallahassee, FL 32310  
City State Zip Code

\_\_\_\_\_  
Mailing Address (if different from Street Address)  
\_\_\_\_\_  
City State Zip Code

850 - 515-9355 ( ) -  
Phone Number Fax Number

59-373 8435  
Federal Employer Identification Number

Smalley, Carla@yahoo.com  
E-Mail Address

Website Address

- B) The contact information of the authorized representative to contact concerning this application:

Carla W. Smalley  
Name

24396 Lone Star Court  
Mailing Address

Tallahassee, FL 32310  
City State Zip Code

850 - 524-4228 ( ) -  
Phone Number Fax Number

Smalley.Carla@yahoo.com  
E-Mail Address

- C) Indicate the nature of the utility's business organization (check one). Provide documentation from the Florida Department of State, Division of Corporations, showing the utility's business name and registration/document number for the business, unless operating as a sole proprietor.

Corporation LAKE TAKVIN WATER COMPANY, INC PO1000075740  
Number

Limited Liability Company \_\_\_\_\_  
Number

Partnership \_\_\_\_\_  
Number

Limited Partnership \_\_\_\_\_  
Number

Limited Liability Partnership \_\_\_\_\_  
Number

Sole Proprietorship

Association

Other (Specify) \_\_\_\_\_

If the utility is doing business under a fictitious name, provide documentation from the Florida Department of State, Division of Corporations showing the utility's fictitious name and registration number for the fictitious name.

Fictitious Name (d/b/a) N/A \_\_\_\_\_  
Registration Number

D) The name(s), address(es), and percentage of ownership of each entity or person which owns or will own more than 5 percent interest in the utility (use an additional sheet if necessary).

Carla Smalley 100%  
24396 Lone Star Court  
Tallahassee, FL 32310

**PART II**

**GRANDFATHER CERTIFICATE**

**A) DESCRIPTION OF SERVICE**

1) Exhibit \_\_\_\_ - Provide a statement indicating whether the application is for water, wastewater, or both. If the applicant is applying only for water or wastewater, the statement shall include how the other service is provided.

Application is for water only.  
Residents have septic tanks.

2) Exhibit \_\_\_\_ - Provide the date the utility was established.

1950 - Unknown exact date

3) Exhibit \_\_\_\_ - Provide a description of the types of customers served, i.e., single family homes, mobile homes, duplexes, golf course clubhouse, or commercial.

Single Family homes & Mobile Homes

4) Exhibit \_\_\_\_ - Provide a schedule showing the number of customers currently served, by class and meter size, as well as the number of customers projected to be served when the requested service territory is fully developed.

**B) TERRITORY DESCRIPTION, MAPS, AND FACILITIES**

- 1) Exhibit \_\_\_\_ - Provide a legal description of the proposed service area in the format prescribed in Rule 25-30.029, F.A.C. The utility must provide documentation of the territory the utility was serving, or was authorized to serve, from the county which had jurisdiction over the utility on the day Chapter 367, Florida Statutes, became applicable to the utility.
- 2) Exhibit \_\_\_\_ - Provide documentation of the utility's right to continued long-term use of the land upon which the utility treatment facilities are located. This documentation shall be in the form of a recorded warranty deed, recorded quit claim deed accompanied by title insurance, recorded long-term lease, such as a 99-year lease, or recorded easement. The applicant may submit an unrecorded copy of the instrument granting the utility's right to access and continued use of the land upon which the utility treatment facilities are or will be located, provided the applicant files a recorded copy within the time prescribed in the order granting the certificate.
- 3) Exhibit \_\_\_\_ - Provide a detailed system map showing existing and proposed lines and treatment facilities with the territory proposed to be served plotted thereon, consistent with the legal description provided in B-1 above. Any territory not served at the time of the application shall be specifically identified on the system map. The map shall be of sufficient scale and detail to enable correlation with the description of the territory proposed to be served.
- 4) Exhibit \_\_\_\_ - Provide an official county tax assessment map or other map showing township, range, and section with a scale such as 1"=200' or 1"=400', with the proposed territory plotted thereon, consistent with the legal description provided in B-1 above.
- 5) Exhibit \_\_\_\_ - Provide a copy of all current permits from the Department of Environmental Protection (DEP) and the water management district.

**C) PROPOSED TARIFF AND RATE INFORMATION**

- 1) Exhibit \_\_\_\_ - Provide a tariff containing all rates, classifications, charges, rules, and regulations, which shall be consistent with Chapter 25-9, F.A.C. See Rule 25-30.035, F.A.C., for information about water and wastewater tariffs that are available and may be completed by the applicant and included in the application.

- 2) Exhibit \_\_\_\_ - Provide documentation, or, if no documentation exists, a statement, specifying on what date and under what authority the current rates and charges were established.

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**PART III**

**SIGNATURE**

Please sign and date the utility's completed application.

APPLICATION SUBMITTED BY:

*Carla N. Smalley*

Applicant's Signature

*CARLA N. SMALLEY*

Applicant's Name (Printed)

*Owner*

Applicant's Title

*11-29-17*

Date



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

## Detail by Entity Name

Florida Profit Corporation

LAKE TALQUIN WATER COMPANY, INC.

### Filing Information

**Document Number** P01000075741  
**FEI/EIN Number** 59-3738435  
**Date Filed** 08/02/2001  
**State** FL  
**Status** ACTIVE

### Principal Address

24396 LONE STAR CT  
 TALLAHASSEE, FL 32310

Changed: 04/11/2006

### Mailing Address

24396 LONE STAR CT  
 TALLAHASSEE, FL 32310

Changed: 04/11/2006

### Registered Agent Name & Address

SMALLEY, CARLA  
 24396 LONE STAR CT  
 TALLAHASSEE, FL 32310

Name Changed: 10/31/2007

Address Changed: 04/11/2006

### Officer/Director Detail

#### **Name & Address**

Title PD

SMALLEY, CARLA  
 24396 LONE STAR CT  
 TALLAHASSEE, FL 32310

### Annual Reports

Report Year	Filed Date
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<del>2015</del>	04/30/2015
2016	04/20/2016
2017	04/18/2017

**Document Images**

<a href="#">04/18/2017 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/20/2016 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/30/2015 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/30/2014 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/29/2013 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/25/2012 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/26/2011 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/29/2010 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/30/2009 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">05/07/2008 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">10/31/2007 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">05/02/2007 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/11/2006 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/28/2005 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/16/2004 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/24/2003 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">05/07/2002 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">08/02/2001 -- Domestic Profit</a>	View image in PDF format



Lake Talquin Water Company  
24396 Lone Star Court  
Tallahassee, FL 32310

PWS 1370077/Blount's Landing Water System  
2 Wells-Blount 1, & Blount 2

Map of water customers & connections

77- Single Family Homes  
13-Mobile Homes  
2-Vacant Mobile Homes  
3- Vacant Lots  
Total 95 Connections

Meter size 5/8x3/4 inches

Single Family Home-Reeves	24344 Lanier Street
Single Family Home-Englert	21004 Lanier Court
Single Family Home-Cook	21006 Lanier Court
Single Family Home-Allen	21010 Lanier Court
Single Family Home-Jones	24291 Lanier Street
Single Family Home-Scoggins	24300 Lanier Street
Single Family Home-Herring	24296 Lanier Street
Single Family Home-Taylor	24292 Lanier Street
Single Family Home-Pridgeon	24288 Lanier Street
Single Family Home-Barfield	24284 Lanier Street
Single Family Home-Deckert	24276 Lanier Street
Single Family Home-Law	24272 Lanier Street
Mobile Home-Kornell	24264 Lanier Street
Single Family Home-Barfield	24260 Lanier Street
Single Family Home-Pilkinton	24256 Lanier Street
Single Family Home-Turner	24252 Lanier Street
Single Family Home-Wicker	24248 Lanier Street
Vacant-Lot	24251 Lanier Street
Single Family Home-Storm	24244 Lanier Street
Single Family Home-McCoy	24240 Lanier Street

Single Family Home-McPherson	24236 Lanier Street
Single Family Home-Poucher	24228 Lanier Street
Single Family Home-Spencer	24220 Lanier Street
Single Family Home-Joyce	24188 Lanier Street
Single Family Home-Fulton	4169 Fred Hatfield Court
Single Family Home-Wells	4151 Fred Hatfield Court
Single Family Home-Marks	4157 Fred Hatfield Court
Single Family Home-Davis	4163 Fred Hatfield Court
Single Family Home-Robinson	24176 Lanier Street
Single Family Home-Ward	3250 Lanier Street
Single Family Home-Bateman	24172 Lanier Street
Single Family Home-Mock	24181 Lanier Street
Single Family Home-Howard	24168 Lanier Street
Mobile Home-Hart	24177 Lanier Street
Single Family Home-Plagge	24164 Lanier Street
Vacant-Lot	24173 Lanier Street
Single Family Home-Dann	24156 Lanier Street
Single Family Home-Thomas	24152 Lanier Street
Single Family Home-Wood	24151 Lanier Street
Single Family Home-Maddox	24148 Lanier Street
Single Family Home-Himmer	24133 Lanier Street
Single Family Home-Powell	24140 Lanier Street
Single Family Home-Stacy	24136 Lanier Street
Single Family Home-Beyer	24124 Lanier Street
Single Family Home-Sauls	Lanier Street
Single Family Home-Stewart	24112 Lanier Street
Single Family Home-Revell	Lanier Street
Single Family Home-Rice	24104 Lanier Street
Single Family Home-Lamia	24100 Lanier Street
Single Family Home-Blount	24096 Lanier Street
Single Family Home-Reetz	24095 Lanier Street
Single Family Home-Lunsford	24092 Lanier Street
Single Family Home-Joyce	24088 Lanier Street
Single Family Home-Watts	24084 Lanier Street
Single Family Home-Hardee	24080 Lanier Street
Single Family Home-Maruszak	24071 Lanier Street
Single Family Home-Dollar	24076 Lanier Street

Single Family Home-Lowe	24072 Lanier Street
Single Family Home-Wheat	24068 Lanier Street
Single Family Home-Stewart	24064 Lanier Street
Single Family Home-Sumner	24057 Lanier Street
Single Family Home-Brown	24060 Lanier Street
Single Family Home-Edwards	24056 Lanier Street
Single Family Home-Jordan	24049 Lanier Street
Single Family Home-Sanders	24052 Lanier Street
Single Family Home-Wiatt	24048 Lanier Street
Single Family Home-Wiatt	24044 Lanier Street
Single Family Home-Shepherd	24040 Lanier Street
Single Family Home-Norton	24036 Lanier Street
Single Family(Blount Cottages)	24036 Lanier Street
Single Family Home-Mueller	4261 Blount Creek
Single Family Home-Pudvah	4263 Blount Creek
Single Family Home-Lovelady	4264 Blount Creek
Single Family Home-Martin	4278 Blount Creek
Single Family Home-Franklin	4277 Blount Creek
Single Family Home-Kooi	4284 Blount Creek
Single Family Home-Vernon	20012 Liahona Road
Single Family Home-Strange	20008 Liahona Street
Single Family Home-McMillian	20002 Liahona Road
Vacant-Lot	4299 Blount Creek Road
Mobile Home-Hancock	4359 Blount Creek Road
Mobile Home-Ruiz	4364 Blount Creek Road
Mobile Home-Stewart	4379 Blount Creek Road
Mobile Home-White	4429 Blount Creek Road
Mobile Home-Whitley	20580 Little Bandit Road
Mobile Home-Thompson	20584 Little Bandit Road
Mobile Home-Seay	20569 Little Bandit Road
Vacant-Mobile Home	20592 Little Bandit Road
Mobile Home-Green	20600 Little Bandit Road
Mobile Home-Jones	4420 Farley Lane
Vacant-Mobile Home	4449 Farley Lane
Mobile Home-Dyal	25033 Thunder Road
Mobile Home-Ayer	25043 Thunder Road
Single Family Home- Samford	25053 Thunder Road

**Edwin G. Brown  
& Associates, Inc.**

SURVEYORS • MAPPERS • ENGINEERS

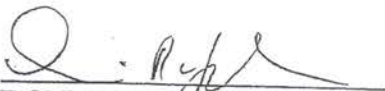
July 25, 2000

0.007 OF AN ACRE

I hereby certify that this is a true and correct representation of the following described property and that this description substantially meets the minimum technical standard for land surveying (Chapter 61G17, Florida Administrative Code).

Commence at a concrete monument marking the Southeast corner of Section 15, Township 1 South, Range 4 West, Leon County, Florida and thence run South 88 degrees 54 minutes 24 seconds West 1334.42 feet, thence run North 00 degrees 26 minutes 15 seconds West 1543.69 feet to an iron pipe on the Northerly right-of-way boundary of State Road No. 20 (Blountstown Highway), thence run South 69 degrees 10 minutes 43 seconds West along said right-of-way boundary 397.22 feet to the Easterly right-of-way boundary of Blount Road, thence run along the Easterly right-of-way boundary of said Blount Road as follows: North 03 degrees 02 minutes 15 seconds West 822.93 feet, thence North 13 degrees 51 minutes 04 seconds West 785.56 feet to an iron pipe, thence North 13 degrees 29 minutes 54 seconds West 449.12 feet to an iron pipe, thence North 13 degrees 32 minutes 32 seconds West 238.31 feet, thence leaving said Easterly right-of-way boundary run North 68 degrees 14 minutes 21 seconds East 176.82 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 68 degrees 14 minutes 21 seconds East 17.80 feet, thence run North 21 degrees 45 minutes 39 seconds West 17.80 feet, thence run South 68 degrees 14 minutes 21 seconds West 17.80 feet, thence run South 21 degrees 45 minutes 39 seconds East 17.80 feet to the POINT OF BEGINNING containing 0.007 of an acre, more or less.

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of records, unrecorded deeds, easements or other instruments which could affect the boundaries.

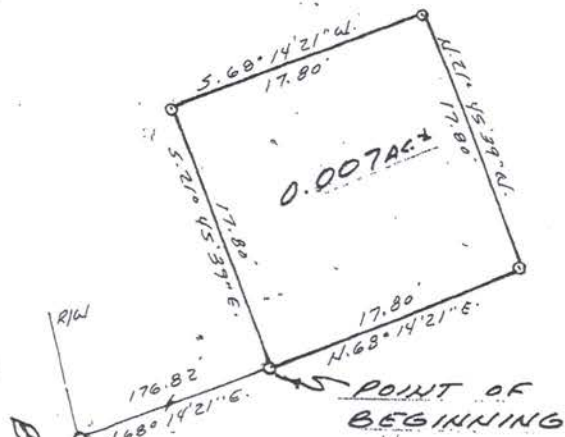
  
DONNIE R. SPARKMAN  
Surveyor & Mapper  
Florida Certificate No. 5147  
(LB 6475)

98-227  
PSC:18508

Blount Well "1" or "A"

C:\OFFICE\LEGALS\18508.0

SKETCH OF WELL PROPERTY

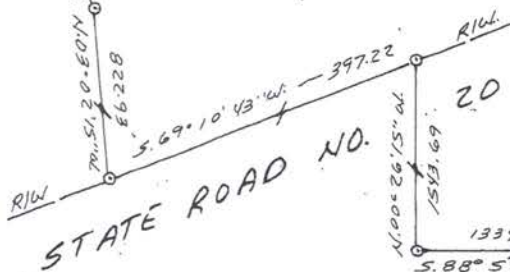


LEGEND

- 1. R/W - RIGHT-OF-WAY.
- 2. F.N.D. - FOUND

NOTES:

- 1. See attached sheet for legal description.
- 2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
- 3. THIS IS NOT A BOUNDARY SURVEY.



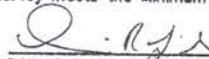
POINT OF COMMENCEMENT  
F.N.D. XXV C.M. MARKING THE SE CORNER OF  
SECTION 15, TOWNSHIP 1 SOUTH, RANGE  
4 WEST, LEON COUNTY, FLORIDA

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of records, unrecorded deeds, easements, or other instruments which could affect the boundaries.

SEAL:

CERTIFICATE:

I hereby certify that this is a true and correct representation of the property shown hereon and that this survey meets the Minimum Technical Standards for Land Surveying (Chapter 61G17 Florida Administrative Code).

  
DONNIE R. SPARKMAN (LB 8475)  
P.S.M. FLA. CERT. NO. 5147

JULY 25, 2000  
DATE

JOB # 98-227  
PSC # 18508 NB# FILE

COUNTY LEON  
SEC. 15 T. 1-S R. 4-W



Parcel Two - Pump "B":

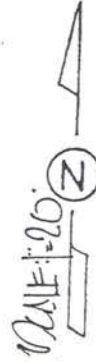
Blount #2

Commence at the Northeast corner of Lot 6, Block "D" of Lone Star Camp, a subdivision as per map or plat thereof of Unit No. 1 of said Lone Star Camp, recorded in Deed Book 182, Page 331 of the Public Records of Leon County, Florida and run South  $48^{\circ} 53$  minutes East (bearing base) along the Southwesterly right-of-way boundary of Lanier Street 241.24 feet, thence run North  $86^{\circ} 03$  minutes 12 seconds East along the Southwesterly right-of-way boundary of said Lanier Street 14.73 feet to an iron pin for the POINT OF BEGINNING. From said POINT OF BEGINNING continue thence North  $86^{\circ} 03$  minutes 12 seconds East along said Southerly right-of-way boundary of Lanier Street 48.12 feet to an iron pin, thence South  $23^{\circ} 27$  minutes West 68.74 feet to an iron pipe, thence North  $66^{\circ}$  degrees 33 minutes West 42.73 feet to an iron pipe, thence North 23 degrees 27 minutes East 46.62 feet to the POINT OF BEGINNING containing 0.06 acres more or less.

Well "2" on "B"

PLAT OF:  
WELL SITE B  
METES & BOUNDS  
DESCRIPTION ATTACHED

NE. COR. LOT 6 BLOCK D  
LONE STAR CAMP UNIT #4  
BOOK



STATIONED TO THE POINT

I HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE REPRESENTATION OF THE PROPERTY SHOWN HEREON AND WAS MADE UNDER MY DIRECT SUPERVISION AND CONTROL. THIS SURVEY MEETS THE MINIMUM REQUIREMENTS AS ESTABLISHED BY CHAPTER 21HH-6 OF THE FLORIDA ADMINISTRATIVE CODE.

*Paul N. Williamson*  
Paul N. Williamson, P.L.S.  
Florida Registration No. 3208

Well # "2" or "B"

PLAT PREPARED FOR:

E.W. LAWRENCE

BY

PAUL N. WILLIAMSON

81072

2956

DATE: 9-7-27



Seller is the owner of easement rights to Blount Well Site No. 2 located on Lot 23. The easement is for the area under fence and is 15 feet by 25 feet. The easement was established in that certain Case No. 94-2116 in the Second Judicial Circuit in Leon County, Florida.

**BLOUNT WELL NO. "2 " or "B"**

This instrument prepared by:  
JAMES O. SHELFER, Attorney  
1300 Thomaswood Drive  
Tallahassee, Florida 32312  
(850) 385-0070

R20000053587  
RECORDED IN  
PUBLIC RECORDS LEON CNTY FL  
BOOK: R2398 PAGE: 01106  
JUL 31 2000 04:15 PM  
DAVE LANG, CLERK OF COURTS



BK: R2398 PG: 01106

Documentary Tax Pd. \$	542.50
Intangible Tax Pd.	
Deve Lang, Clerk, Leon County	
By: <i>[Signature]</i>	Deputy Clerk

**EASEMENT  
(Blount's Water System)**

**THIS EASEMENT** is made and entered into this 27<sup>th</sup> day of July, 2000, by and between ANNE HIERS and MALCOLM BLOUNT, as the duly appointed and acting Co-Personal Representatives of the Estate of Lottie M. Blount, deceased, hereinafter jointly referred to in this Easement as "Blount", and GENE BROWN an undivided 52% interest, SANDRA M. CHASE an undivided 24% interest and MARVIN H. GARRETT an undivided 24% interest, hereinafter jointly referred to in this Easement for convenience simply as "Brown".

**RECITATION OF FACTS**

Blount's Camp is a recorded residential subdivision on Lake Talquin in Leon County, Florida. Anne Hiers and Malcolm Blount are the children of Lottie Blount, deceased. Since approximately 1954 the Blount family, through a fictitious entity known as "Blount's Water System" has supplied water from two wells located in Blount's Camp to the owners of lots within Blount's Camp. Blount has sold Blount's Water System to Brown. This document grants and conveys to Brown the exclusive use of both well sites; the right to vehicular and utility access to both well sites and whatever easement rights that Blount has to access for repair and maintenance of all pipes necessary to convey water from the wells to the customers.

**NOW THEREFORE**, for good and valuable consideration, Blount and Brown agree with each other as follows:

Blount Well "2" & "B"



WELL SITE #1

Blount grants an exclusive easement to Brown, their heirs, successors and assigns for the use of the following described parcel of property, being approximately 18 feet by 18 feet, more particularly described as follows:

Commence at a concrete monument marking the Southeast corner of Section 15, Township 1 South, Range 4 West, Leon County, Florida and thence run South 88 degrees 54 minutes 24 seconds West 1334.42 feet, thence run North 00 degrees 26 minutes 15 seconds West 1543.69 feet to an iron pipe on the Northerly right-of-way boundary of State Road No. 20 (Blountstown Highway), thence run South 69 degrees 10 minutes 43 seconds West along said right-of-way boundary 397.22 feet to the Easterly right-of-way boundary of Blount Road, thence run along the Easterly right-of-way boundary of said Blount Road as follows: North 03 degrees 02 minutes 15 seconds West 822.93 feet, thence North 13 degrees 51 minutes 04 seconds West 785.56 feet to an iron pipe, thence North 13 degrees 29 minutes 54 seconds West 449.12 feet to an iron pipe, thence North 13 degrees 32 minutes 32 seconds West 238.31 feet, thence leaving said Easterly right-of-way boundary run North 68 degrees 14 minutes 21 seconds East 176.82 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 68 degrees 14 minutes 21 seconds East 17.80 feet, thence run North 21 degrees 45 minutes 39 seconds West 17.80 feet, thence run South 68 degrees 14 minutes 21 seconds West 17.80 feet, thence run South 21 degrees 45 minutes 39 seconds East 17.80 feet to the POINT OF BEGINNING.

In addition, Blount grants to Brown a non-exclusive easement for the purposes of ingress, egress and utilities from Blount Road across the property described in Exhibit "A". Provided, however, that Blount reserves unto itself, it's successors and assigns, the right at any time in the future to specifically locate the easement so as not to unreasonable interfere with the future use of the property described in Exhibit "A". If so located, the easement shall be from Blount Road and connect to the property described above and be of sufficient width to allow the movement of vehicular traffic and utilities to the well site.

R20000053587  
RECORDED IN  
PUBLIC RECORDS LEON CNTY FL  
BOOK: R2398 PAGE: 01108  
JUL 31 2000 04:15 PM  
DAVE LANG, CLERK OF COURTS



BK: R2398 PG: 01108

Blount may, at any time in the future, specifically locate the easement by describing the easement in a document to be recorded within the public records of Leon County, Florida referring to this document and the rights reserved herein. In the event Blount establishes the specific easement for ingress, egress and utilities, by metes and bounds description, Blount shall pay any and all costs of relocating the easement if removal is required.

#### WELL SITE #2

Well #2 is located on Lot 23 of Blount's Camp Subdivision, Unit 2 as per map or plat thereof recorded in Deed Book 169, Page 1 of the Public Records of Leon County, Florida. Lot #23 is owned by Danny F. Farley. Blount owns an easement that is 15' X 20' wide as established in that final declaratory judgment in the case of Annie B. Hiers, as Guardian for Lottie Blount, Plaintiff vs. Danny F. Farley, Defendant, being Case No. 94-2116 in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida. Blount grants to Brown all of its right, title and interest in and to that easement.

#### EASEMENT FOR WATER LINE

Blount grants to Brown all of its right, title and interest in and to any easement or prescriptive easements to access for repair, replacement or maintenance of pipes used to convey water from the well sites to the customers located throughout Blount's Camp Subdivision.



IN WITNESS WHEREOF, the Grantor has executed this Easement the day and year first above written.

**WITNESSES**

(Please Print or Type Names of Witnesses):

Witness:

*Don May*

Witness:

*JAMES O. Shelfer*

Witness:

*Don May*

Witness:

*JAMES O. Shelfer*

*Anne B Hiers*

ANN HIERS, as Co-Personal Representative of the Estate of Lottie M. Blount

*Malcolm Blount*  
MALCOLM BLOUNT, as Co-Personal Representative of the Estate of Lottie M. Blount

STATE OF FLORIDA,  
COUNTY OF LEON.

The foregoing Easement was acknowledged before me by ANNE HIERS, as Co-Personal Representative of the Estate of Lottie M. Blount, who is personally known to me, or who produced \_\_\_\_\_ as proper identification, and who did not take an oath, on this 27<sup>th</sup> day of July, 2000.

*James O. Shelfer*  
NOTARY PUBLIC

My Commission Expires:



James O. Shelfer  
MY COMMISSION # CC581091 EXPIRES  
October 8, 2000  
BONDED THRU TROY FAIN INSURANCE, INC.

STATE OF FLORIDA,  
COUNTY OF LEON.

The foregoing Easement was acknowledged before me by MALCOLM BLOUNT, as Co-Personal Representative of the Estate of Lottie M. Blount, who is personally known to me, or who produced \_\_\_\_\_ as proper identification, and who did not take an oath, on this 27<sup>th</sup> day of July, 2000.

*James O. Shelfer*  
NOTARY PUBLIC  
My Commission Expires:



James O. Shelfer  
MY COMMISSION # CC581091 EXPIRES  
October 8, 2000  
BONDED THRU TROY FAIN INSURANCE, INC.

R20000053587  
RECORDED IN  
PUBLIC RECORDS LEON CNTY FL  
BOOK: R2398 PAGE: 01110  
JUL 31 2000 04:15 PM  
DAVE LANG, CLERK OF COURTS



BK: R2398 PG: 01110

Commence at a concrete monument marking the Southeast corner of Section 15, Township 1 South, Range 4 West, Leon County, Florida and thence run South 88 degrees 54 minutes 24 seconds West 1334.42 feet, thence run North 00 degrees 26 minutes 15 seconds West 1543.69 feet to an iron pipe on the Northerly right-of-way boundary of State Road No. 20 (Blountstown Highway), thence run South 69 degrees 10 minutes 43 seconds West along said right-of-way boundary 397.22 feet to the Easterly right-of-way boundary of Blount Road, thence run along the Easterly right-of-way boundary of said Blount Road as follows: North 03 degrees 02 minutes 15 seconds West 822.93 feet, thence North 13 degrees 51 minutes 04 seconds West 785.56 feet to an iron pipe, thence North 13 degrees 29 minutes 54 seconds West 449.12 feet to an iron pipe for the POINT OF BEGINNING. From said POINT OF BEGINNING run North 13 degrees 32 minutes 32 seconds West 534.68 feet to an iron pipe, thence leaving said Easterly right-of-way boundary run North 53 degrees 23 minutes 18 seconds West along the Northeasterly right-of-way boundary of Lanier Street a distance of 19.00 feet, thence run North 53 degrees 39 minutes 31 seconds East 166.05 feet to the approximate ordinary high water line of Lake Talquin, thence run along said approximate ordinary high water line as follows: thence South 23 degrees 16 minutes 21 seconds East 189.18 feet, thence North 68 degrees 43 minutes 49 seconds East 8.75 feet, thence South 22 degrees 50 minutes 49 seconds East 179.28 feet, thence leaving said approximate ordinary high water line run South 50 degrees 44 minutes 43 seconds West 123.77 feet to a concrete monument, thence South 27 degrees 16 minutes 48 seconds East 40.14 feet to a concrete monument, thence run South 41 degrees 10 minutes 35 seconds East 43.31 feet to a concrete monument, thence run South 57 degrees 12 minutes 13 seconds East 15.39 feet to a concrete monument, thence run South 31 degrees 56 minutes 34 seconds West 108.18 feet to a concrete monument, thence run South 07 degrees 31 minutes 43 seconds West 39.33 feet to a concrete monument, thence run South 80 degrees 24 minutes 20 seconds West 48.10 feet to the POINT OF BEGINNING containing 2.10 acres, more or less.

Subject to a roadway easement over and across a portion of the above described property.

EXHIBIT "A"

THIS INSTRUMENT PREPARED BY:  
Gene D. Brown  
3838 Killearn Court  
Tallahassee, FL 32309  
(850) 668-6103

R20020088045  
RECORDED IN  
PUBLIC RECORDS LEON CNTY FL  
BK: R2739 PG: 01174  
OCT 03 2002 01:35 PM  
BOB INZER, CLERK OF COURTS

DOCUMENTARY TAX PD  
\$ 0.70  
INTANGIBLE TAX PD  
\$ 0.00

### AMENDMENT TO EASEMENT

THIS AMENDMENT TO EASEMENT ("Amendment to Easement") is made, given, and entered into this 27<sup>th</sup> day of September 2002, by ANNE HIERS and MALCOLM BLOUNT, as the duly appointed and acting Co-Personal Representatives of the Estate of Lottie M. Blount, deceased, whose mailing address is 3102 Land Harbor, Newland, NC 28657 (collectively "Blount") and GENE BROWN, SANDRA CHASE and MARVIN H. GARRETT, whose mailing address is 3848 Killearn Court, Tallahassee, Florida 32309 (collectively "Brown") and LAKE TALQUIN WATER COMPANY, INC., a Florida corporation, whose mailing address is 3848 Killearn Court, Tallahassee, Florida 32309 ("TWC").

#### **Background Facts:**

On July 27, 2000, Blount granted Brown certain easement rights pertaining to "Blount's Water System" which are reflected in that certain Easement recorded in Official Records Book 2398, at Page 1106 of the Public Records of Leon County, Florida ("the Easement"). In particular, the Easement granted Brown with respect to Well Site #1 a non-exclusive easement for purposes of ingress, egress and utilities from Blount Road across the property described in Exhibit "A" to the Easement (the "General Ingress, Egress and Utilities Easement") and provided Blount the right at any time in the future to specifically locate the General Ingress, Egress and Utilities Easement. Blount now wishes to specifically locate said ingress, egress and utilities easement pursuant to the terms of the Easement. As of the date of this Amendment to Easement, Brown has transferred all of Brown's right, title and interest in the subject water system and the easements pertaining to the subject water system to TWC. The parties now wish to specifically

locate the General Ingress, Egress and Utilities Easement and desire to clarify the terms thereof as provided below.

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RECORDED IN  
PUBLIC RECORDS LEON CNTY FL  
BK: R2739 PG: 01175  
OCT 03 2002 01:35 PM  
BOB INZER, CLERK OF COURTS

**Terms and Conditions:**

IN CONSIDERATION of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Background Facts. The Background Facts set forth above are agreed to be true and correct and are incorporated into the terms and conditions of this Amendment To Easement.
2. Specific Location of Ingress, Egress and Utilities Easement. Blount hereby grants to TWC a perpetual non-exclusive easement for ingress, egress and utilities ("Specific Ingress, Egress and Utilities Easement") over and across the property described on the attached Exhibit "A." The Specific Ingress, Egress and Utilities Easement hereby replaces the General Ingress, Egress and Utilities Easement. TWC shall maintain the Specific Ingress, Egress and Utilities Easement property at its sole expense. Notwithstanding the foregoing, Blount shall not remove the asphalt identified on the attached Exhibit "A." TWC shall not store any vehicles, materials or equipment on the Specific Ingress, Egress and Utilities Easement property; provided, however, that TWC may store such equipment and materials in the well house as may be necessary and appropriate to the continued operation of the well.
3. Severability. All provisions of this Amendment to Easement are intended to be severable. If any provision of this Amendment to Easement is deemed void or unenforceable by any court of competent jurisdiction, then the remaining provisions shall continue in full force and effect.
4. Successors and Assigns. The terms and conditions of this Amendment to Easement





shall apply to and bind the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Amendment to Easement the day and year first above written.

WITNESSES:  
Jo-Lyn Palmer  
Print Name: Jo-Lyn Palmer

Ann Hiers  
ANN HIERS, As Co-Personal Representative of the Estate of Lottie M. Blount

Barbara Neumann  
Print Name: Barbara Neumann

Bruce T. Wiener  
Print Name: Bruce T. Wiener

Malcolm Blount  
MALCOLM BLOUNT, As Co-Personal Representative of the Estate of Lottie M. Blount

Jo-Lyn Palmer  
Print Name: Jo-Lyn Palmer

U.C. Parramore  
Print Name: U.C. Parramore

Gene D. Brown  
GENE D. BROWN

Terri L. Walker  
Print Name: Terri L. Walker

Sandra M. Chase  
SANDRA M. CHASE

U.C. Parramore  
Print Name: U.C. Parramore

Terri L. Walker  
Print Name: Terri L. Walker

U.C. Parramore  
Print Name: U.C. Parramore

Marvin H. Garrett  
MARVIN H. GARRETT

Jill C. Marmo  
Print Name: Jill C. Marmo



W. C. Parsonare  
Print Name: W. C. Parsonare

LAKE TALQUIN WATER COMPANY, INC.,  
a Florida corporation

Temi L. Walker  
Print Name: Temi L. Walker

By: [Signature]  
GENE D. BROWN, as its President

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing Amendment to Easement was acknowledged before me this 23<sup>rd</sup> day of September 2002, by ANN HIERS, as Co-Personal Representative of the Estate of Lottie M. Blount. She is ( ) personally known to me or has (  ) produced NC Drivers License as identification.

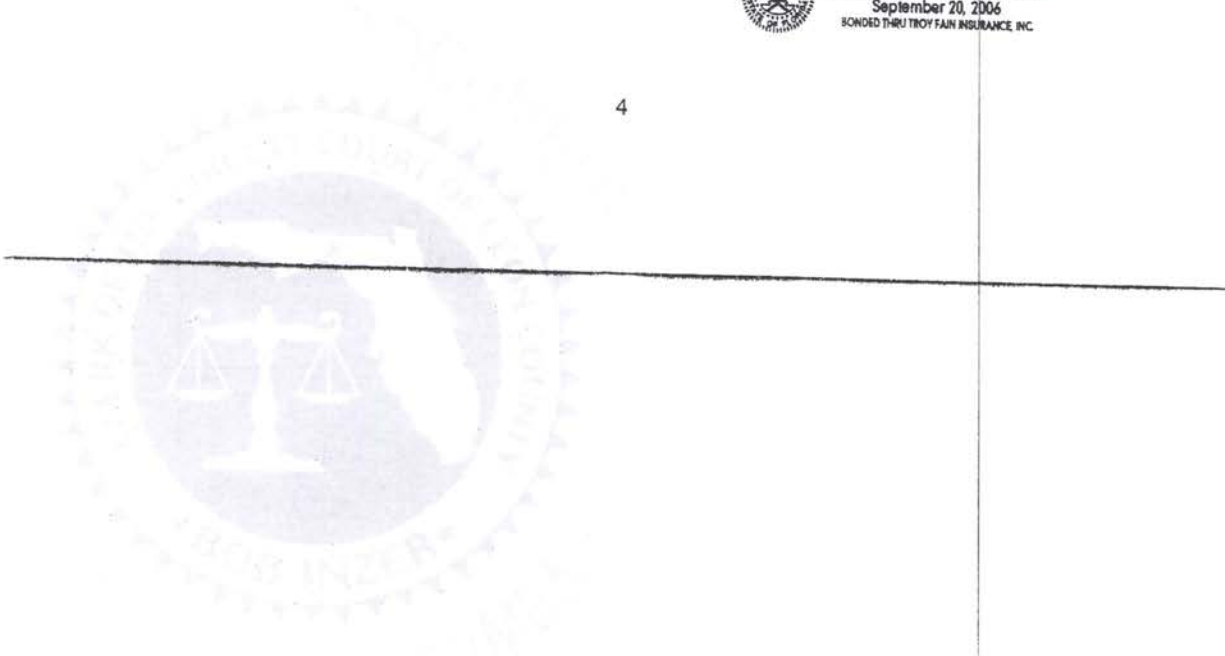
[Signature]  
NOTARY PUBLIC  
My Commission Expires:



STATE OF FLORIDA  
COUNTY OF LEON

The foregoing Amendment to Easement was acknowledged before me this 23<sup>rd</sup> day of September 2002, by MALCOLM BLOUNT, as Co-Personal Representative of the Estate of Lottie M. Blount. He is ( ) personally known to me or has (  ) produced FL Drivers License as identification.

[Signature]  
NOTARY PUBLIC  
My Commission Expires:



STATE OF FLORIDA  
COUNTY OF LEON

The foregoing Amendment to Easement was acknowledged before me this 27<sup>th</sup> day of September 2002, by GENE D. BROWN, who is () personally known to me or has () produced \_\_\_\_\_ as identification.



Michelle L. Parramore  
MY COMMISSION # CC889324 EXPIRES  
November 18, 2003  
BONDED THRU TROY FAIN INSURANCE, INC.

Michelle L. Parramore  
NOTARY PUBLIC  
My Commission Expires:

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing Amendment to Easement was acknowledged before me this 27 day of September 2002, by SANDRA M. CHASE, who is () personally known to me or has () produced \_\_\_\_\_ as identification.



Michelle L. Parramore  
MY COMMISSION # CC889324 EXPIRES  
November 18, 2003  
BONDED THRU TROY FAIN INSURANCE, INC.

Michelle L. Parramore  
NOTARY PUBLIC  
My Commission Expires:

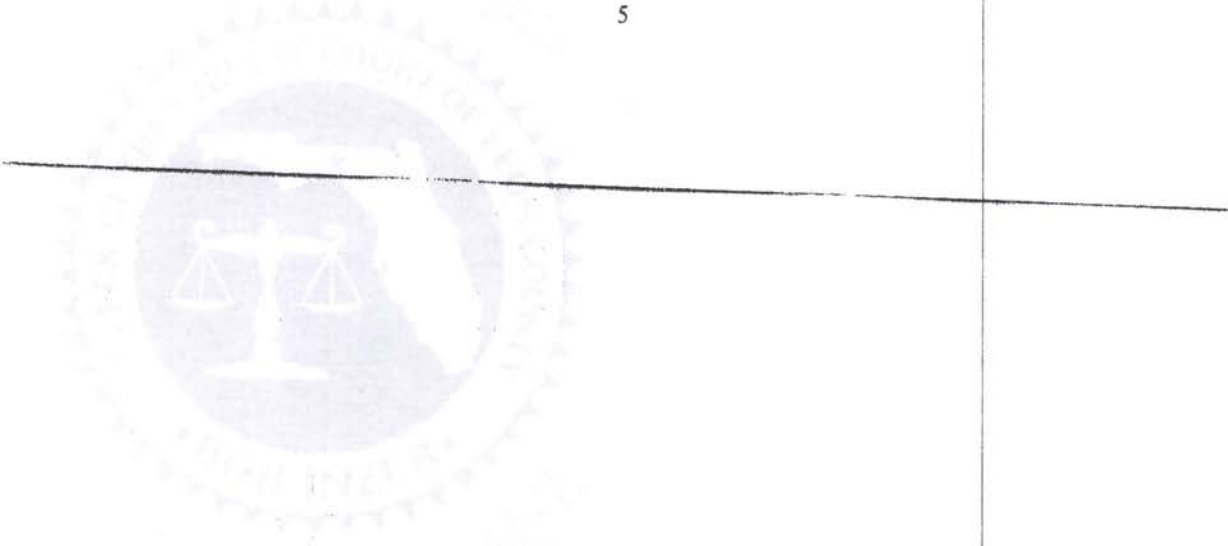
STATE OF FLORIDA  
COUNTY OF LEON

The foregoing Amendment to Easement was acknowledged before me this 26<sup>th</sup> day of September 2002, by MARVIN H. GARRETT, who is () personally known to me or has () produced FDL 6630588642930 as identification.



Michelle L. Parramore  
MY COMMISSION # CC889324 EXPIRES  
November 18, 2003  
BONDED THRU TROY FAIN INSURANCE, INC.

Michelle L. Parramore  
NOTARY PUBLIC  
My Commission Expires:



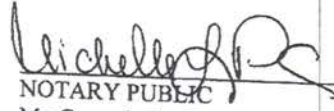
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COUNTY OF LEON

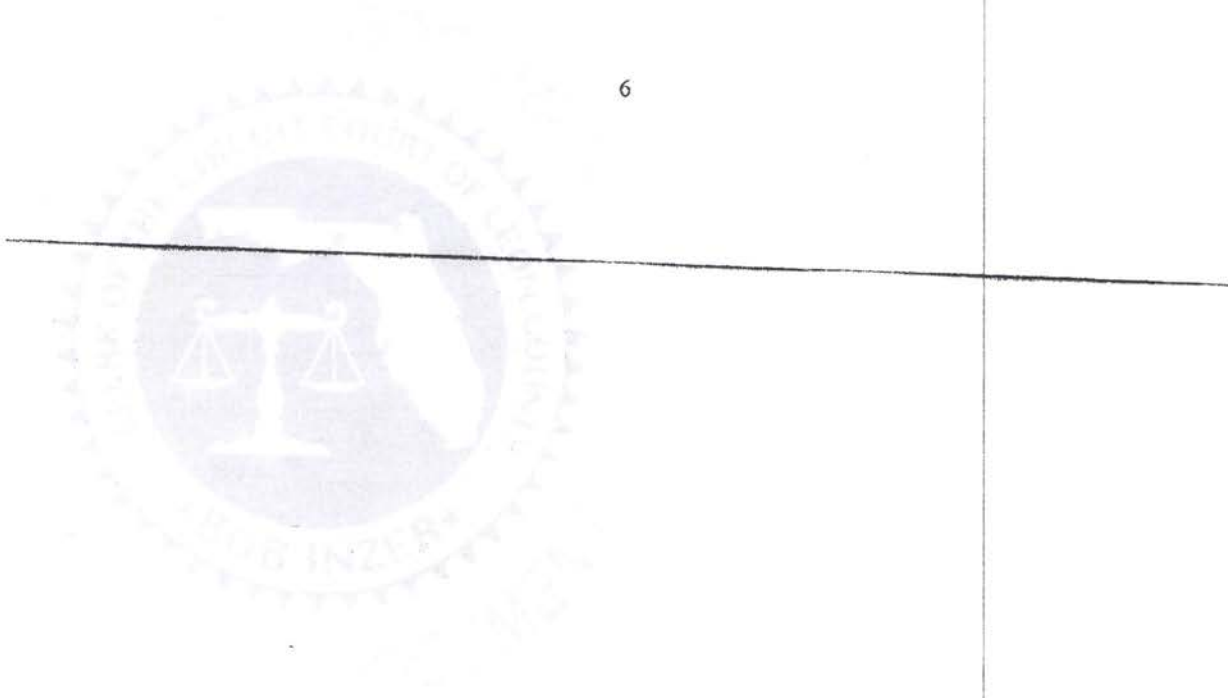
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BK: R2739 PG: 01179  
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BOB INZER. CLERK OF COURTS

The foregoing Amendment to Easement was acknowledged before me this 07 day of September 2002, by GENE D. BROWN, as President of Lake Talquin Water Company, Inc., a Florida corporation, on behalf of the corporation. He is () personally known to me or has () produced \_\_\_\_\_ as identification.



Michelle L. Parramore  
MY COMMISSION # CC889324 EXPIRES  
November 18, 2003  
BONDED THRU TROY FAIN INSURANCE, INC

  
NOTARY PUBLIC  
My Commission Expires:



**LEGEND**

- ① P.M. PLANNED DEVELOPMENT
- ② EX. EXISTING
- ③ P.M. P.M. PLANNED DEVELOPMENT
- ④ P.M. P.M. PLANNED DEVELOPMENT
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**DESCRIPTION FOR INGRESS EGRESS AND UTILITY EASEMENT**

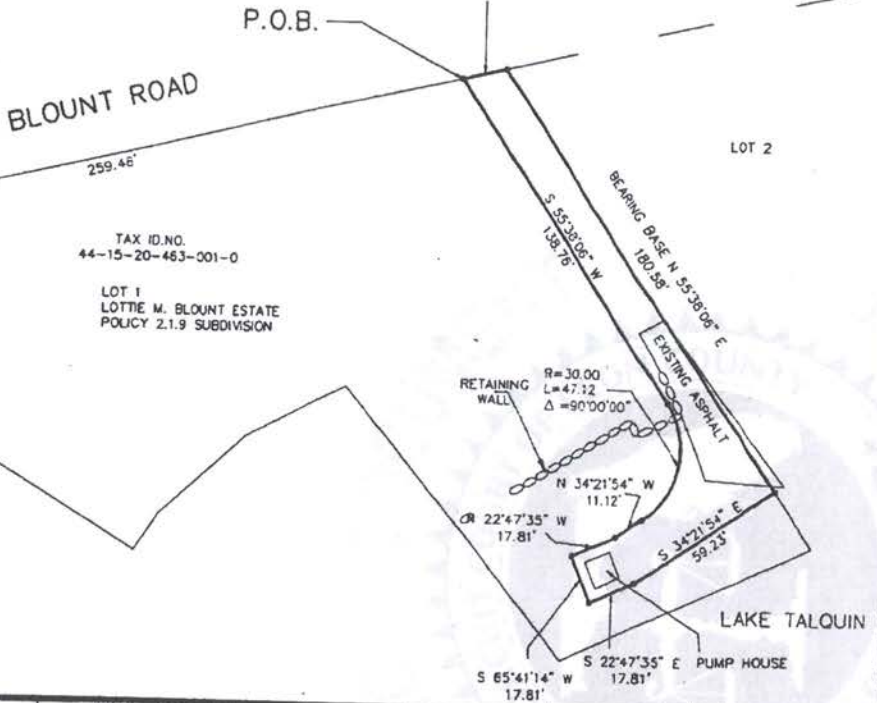
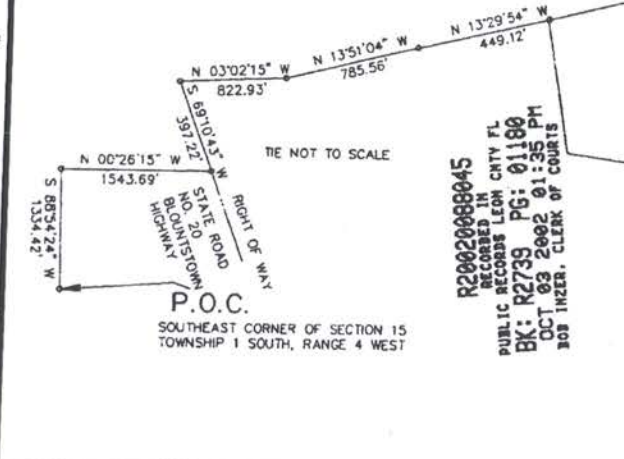
COMMENCE AT THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 4 WEST, LEON COUNTY, FLORIDA, AND RUN THENCE SOUTH 88 DEGREES 54 MINUTES 24 SECONDS WEST 1334.42 FEET THENCE NORTH 00 DEGREES 26 MINUTES 15 SECONDS WEST 1543.69 FEET TO THE NORTHERN RIGHT-OF-WAY OF STATE ROAD 20, THENCE SOUTH 69 DEGREES 10 MINUTES 43 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY 397.22 FEET TO THE EASTERN RIGHT-OF-WAY OF BLOUNT ROAD THENCE ALONG SAID EASTERN RIGHT-OF-WAY AS FOLLOWS: NORTH 03 DEGREES 02 MINUTES 15 SECONDS WEST 822.93 FEET, THENCE NORTH 13 DEGREES 51 MINUTES 04 SECONDS WEST 785.56 FEET, THENCE NORTH 13 DEGREES 29 MINUTES 54 SECONDS WEST 449.12 FEET, THENCE NORTH 13 DEGREES 32 MINUTES 32 SECONDS WEST 259.46 FEET TO THE POINT OF BEGINNING, FROM THE POINT OF BEGINNING CONTINUE NORTH 13 DEGREES 32 MINUTES 32 SECONDS WEST 16.05 FEET, THENCE LEAVING SAID EASTERN RIGHT-OF-WAY NORTH 55 DEGREES 38 MINUTES 06 SECONDS EAST 180.58 FEET, THENCE SOUTH 34 DEGREES 21 MINUTES 54 SECONDS EAST 59.23 FEET THENCE SOUTH 22 DEGREES 47 MINUTES 35 SECONDS EAST 17.81 FEET THENCE SOUTH 65 DEGREES 41 MINUTES 14 SECONDS WEST 17.81 FEET THENCE SOUTH 22 DEGREES 47 MINUTES 35 SECONDS WEST 17.81 FEET THENCE NORTH 34 DEGREES 21 MINUTES 54 SECONDS WEST 11.12 FEET TO A POINT OF CURVE TO THE LEFT THENCE ALONG SAID CURVE HAVING A RADIUS OF 30 FEET, THROUGH A CENTRAL ANGLE OF 90 DEGREES FOR AN ARC LENGTH OF 47.12 FEET THENCE SOUTH 55 DEGREES 38 MINUTES 06 SECONDS WEST 138.76 FEET TO THE POINT OF BEGINNING.

**RECORDING NOTICE**

Document legibility unsatisfactory  
for clear reproduction in the public records.

**EXHIBIT**

A



**R20020088045**  
RECORDED IN LEON COUNTY FL  
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DCT 03 2002 01:35 PM  
BOB INZER, CLERK OF COURTS

THE UNDERGROUND SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OF ANY KIND. THE SURVEYOR'S RESPONSIBILITY IS LIMITED TO THE SURVEY WORK SHOWN ON THIS PLAN AND THE DEED OF RECORD THEREON. NO WARRANTIES ARE MADE BY THE SURVEYOR AS TO THE ACCURACY OF ANY RECORDS OR PLANS. THE SURVEYOR'S ONLY LIABILITY IS AS STATED IN HIS CONTRACT AND DEED OF RECORD.	DRAWN BY: LMC	I HEREBY CERTIFY THAT THIS IS A CORRECT AND ACCURATE REPRESENTATION OF A SKETCH OF PROPERTY DONE UNDER MY DIRECTION WHICH COMPLIES WITH MINIMUM TECHNICAL STANDARDS ESTABLISHED BY RULE 61G017-6, ADMINISTRATIVE CODE.  LARRY M. COBB FLORIDA P.S.U. 2007, 9013420 VOID WITHOUT EMBOSSED SEAL	NORTH	<b>LARRY M. COBB</b> <b>PROFESSIONAL SURVEYOR AND MAPPER</b>	SKETCH OF PROPERTY FOR AN INGRESS EGRESS UTILITY EASEMENT FOR BLOUNT'S WATER SYSTEM LEON COUNTY, FLORIDA	SHEET NO. <b>1</b> OF 1
	CHECKED BY: LMC					
	DATE: 7-30-02					
	REVISIONS:					
	SCALE: 1" = 40'					
THIS DEED WAS FILED BY ME ON DATE OF RECORDING 7-30-02. DATE OF SURVEY 7/27/02. BY JOHN G. BROWN AND ME:		2255 OLD CARROUTH PATH TALLAHASSEE, FLORIDA 32303 OFFICE: (850) 907-0056 FAX: (850) 536-8442 WEBSITE: WWW.LMCOBB.COM		2002 02112		

NOTE: STREETS ARE IMPROVED UNLESS SHOWN OTHERWISE.

COPY

**HAYWARD TITLE GROUP**  
2121-G KILLARNEY WAY  
TALLAHASSEE, FLORIDA 32309

TELEPHONE (850) 386-4400  
FACSIMILE (850) 386-7444

January 23, 2017

Lake Talquin Water Company  
various

Re: Deed and Owner's Title Insurance Policy  
Our File # 16-068

Dear Lake Talquin Water Company:

Enclosed please find the original Warranty Deed from your closing handled in our office. This document has been recorded in Official Records Book 5017, Page 1247 of the Public Records of Leon County, Florida. If this property is your primary residence, please remember to contact the Leon County Property Appraiser to apply for your homestead exemption.

Enclosed also find your Owner's Title Insurance Policy, OXFL-08527645, issued through Old Republic National Title Insurance Company.

If you have any questions or need any additional information, please feel free to contact our office.

Sincerely,



Blake Hayward

Enclosures

# OWNER'S POLICY OF TITLE INSURANCE

(with Florida Modifications)



Policy Number **OXFL-08527645** File Number: 16-068

Issued by Old Republic National Title Insurance Company

**Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.**

## COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:


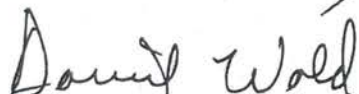
1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

*In Witness Whereof*, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory of the Company.

Countersigned:  
**Policy Issuer:**  
**THE HAYWARD GROUP, LLC**  
**D/B/A HAYWARD TITLE GROUP**  
**2121-G KILLARNEY WAY**  
**TALLAHASSEE, FL 32309**  
**PHONE: (850) 385-4400**

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

  
Authorized Officer or Licensed Agent

By  President  
 Secretary

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

## 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 that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
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 that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.



# CONDITIONS

## 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
  - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to

purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

## 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

## 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

## 4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

## 5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

**6. DUTY OF INSURED CLAIMANT TO COOPERATE**

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

**7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this

policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

**8. 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.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

**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 Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(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, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the 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 Insurance by the amount of the payment.

**11. LIABILITY NONCUMULATIVE**

The Amount of Insurance shall be reduced by any amount the Company pays 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 executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

**12. PAYMENT OF LOSS**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

**13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. 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 and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

**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 at the time of a controversy or claim. 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, and 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 to it 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 that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

**16. SEVERABILITY**

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

**17. CHOICE OF LAW; FORUM**

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**18. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499, Phone: 612-371-1111.

**SCHEDULE A**

Name and Address of Title Insurance Company: Old Republic National Title Insurance Company

Policy Number: OXFL-08527645

File Number: 16-068

Address Reference: various

Amount of Insurance: \$ 5,000.00

Premium: \$ 100.00

Date of Policy: January 17, 2017 at 03:40 PM

1. Name of Insured:

Lake Talquin Water Company, Inc

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

Lake Talquin Water Company, Inc., a Florida corporation, by instrument recorded in Official Records Book 5017, Page 1247 in the Public Records of Leon County, Florida.

4. The Land referred to in this policy is described as follows:

A part of Lot 11, Block A, Lone Star Camp Unit No. 1, a subdivision as per map or plat thereof recorded in Deed Book 182 at Page 331 of the Public Records of Leon County, Florida, being more particularly described as follows: Begin at the Southeast corner of said Lot 11 and run thence North 81°48' West along the Southerly boundary of said Lot 11, 118.4 feet to an iron pipe, thence run North 08°12' East 24 feet to an iron pipe, thence South 81°48' East 24 feet to an iron pipe, thence South 08°12' West 12 feet to an iron pipe, thence South 81°48' East 94.4 feet to an iron pipe on the Easterly boundary of said Lot 11, thence run South 08°12' West along said Easterly boundary 12.0 feet to the Point of Beginning.

Commence at the Northeast corner of Lot 6, Block D, Lone Star Camp, Unit One, a subdivision as per map or plat thereof recorded in Deed Book 182 at Page 331 of the Public Records of Leon County, Florida and run South 48°53' East (bearing base) along the Southwesterly right-of-way boundary of Lanier Street 241.24 feet, thence run North 86°03'12" East along the Southwesterly right-of-way boundary of said Lanier Street 14.73 feet to an iron pin for the Point of Beginning. From Point of Beginning continue thence North 86°03'12" East along said Southerly right-of-way boundary of Lanier Street 48.12 feet to an iron pin, thence South 23°27' West 68.74 feet to an iron pipe, thence North 66°33' West 42.73 feet to an iron pipe, thence North 23°27' East 46.62 feet to the Point of Beginning.

Begin at the Southwest corner of said Lot 33 of Lone Star Camp Unit No. 4, according to plat thereof recorded in Plat Book 3 at Page 240 of the Public Records of Leon County, Florida and run thence South 24°04' East a distance of 21 feet to a point which is the Point of Beginning. From said Point of Beginning continue thence South 24°04' East along the East side of Lanier Street a distance of 22 feet to a point, thence run North 65°07' East a distance of 31 feet to a point, thence run North 24°04' West a distance of 22 feet to a point, thence run South 65°56' West 31 feet to the Point of Beginning.

Commence at the Southeast corner of Section 11, Township 1 South, Range 4 West; thence run South 89°44' West 2079.72 feet along the South line of said Section to a concrete monument; thence South 0°18' West 1096.83 feet to a concrete monument on the Northeasterly right-of-way of Ben Stoutamire Road, thence with said right-of-way North 66°28' West 477.43 feet to an iron pin on said right-of-way, being the Point of Beginning; thence continue with said right-of-way North 66°28' West 180.0 feet to an iron pin; thence North 15°19' East 350.21 feet to an iron pin; thence South 00°15' East 150.0 feet to an iron pin; thence South 10°43' West 339.57 feet to an iron pin on the right-of-way of Ben Stoutamire Road and the Point of Beginning.

and a water well easement on the following described property:

Commence at the Northwest corner of Section 11, Township 2 South, Range 1 West, Leon County, Florida, and run thence East along said section line 76.0 feet to a point on the East right-of-way boundary of State

**SCHEDULE A**  
(Continued)

File Number: 16-068

Policy Number: OXFL-08527645

Road No. 61, thence run South along said right-of-way boundary a distance of 178.89 feet to an iron pipe (found) at the intersection with the North boundary of Tomberlin Road (a private roadway); thence run East along said North boundary a distance of 559.51 feet to an iron pipe (found) at the Southwest corner of Lot 6 of Macau Manor, unrecorded; thence continue East 94.46 feet; thence South 4.44 feet to the Point of Beginning. From said Point of Beginning, run East 17.00 feet; thence South 17.00 feet; thence West 17.00 feet; thence North 17.00 feet to the Point of Beginning.

Hayward Title Group

By:   
Blake Hayward

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Old Republic National Title Insurance Company

**SCHEDULE B**

File Number: 16-068

Policy Number: OXFL-08527645

**EXCEPTIONS FROM COVERAGE**

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. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on adjoining land.
2. Rights or claims of parties in possession.
3. Construction, Mechanic's, Contractors' or Materialmen's lien claims, if any, where no notice thereof appears of record.
4. Easements or claims of easements not shown by the public records.
5. General or special taxes and assessments required to be paid in the year 2016 and subsequent years.
6. All matters contained on the Plat of Lone Star Camp Unit No. 4, as recorded in Plat Book 3 at Page 240.
7. Oil, gas and mineral right reservations, if any.
8. Covenants, conditions, and restrictions (but deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin), and easements, if any, appearing in the public records.

THIS INSTRUMENT PREPARED BY:

John A. Grant  
2121-C Killarney Way  
Tallahassee, FL 32309

THIS DOCUMENT HAS BEEN  
RECORDED IN THE PUBLIC RECORDS  
OF  
LEON COUNTY FL  
BK: 5017 PG:1247, Page1 of 2  
01/17/2017 at 03:40 PM,  
D DOCUMENTARY TAX PD \$0.70  
GWEN MARSHALL, CLERK OF COURTS

This deed is being executed and recorded to correct that certain Warranty Deed recorded October 1, 2003, in Official Records Book 2965, Page 835 of the Public Records of Leon County, Florida.

**CORRECTIVE WARRANTY DEED**

THIS INDENTURE, made this 31<sup>st</sup> day of March, 2016, between Talquin Water Company, Inc., a dissolved Florida corporation winding up its affairs, whose postal address is P.O. Box 15543, Tallahassee, FL 32317, Grantor, and Lake Talquin Water Company, Inc., a Florida corporation, whose postal address is 24396 Lone Star Court, Tallahassee, FL 32310, Grantee,

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid by the Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold unto the Grantee, its heirs and assigns forever, the following described land, to-wit:

Commence at the Northwest corner of Section 11, Township 2 South, Range 1 West, Leon County, Florida, and run thence East along said section line 76.0 feet to a point on the East right-of-way boundary of State Road No. 61, thence run South along said right-of-way boundary a distance of 178.89 feet to an iron pipe (found) at the intersection with the North boundary of Tomberlin Road (a private roadway); thence run East along said North boundary a distance of 559.51 feet to an iron pipe (found) at the Southwest corner of Lot 6 of Macau Manor, unrecorded; thence continue East 94.46 feet; thence South 4.44 feet to the Point of Beginning. From said Point of Beginning, run East 17.00 feet; thence South 17.00 feet; thence West 17.00 feet; thence North 17.00 feet to the Point of Beginning

SUBJECT to reservations, restrictions and easements of record, if any.

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

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

AND the Grantor hereby covenants with Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2015.

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

Signed, sealed and delivered in our presence:

WITNESSES:

Sandra M. Chase  
Sign Name

Sandra M. Chase  
Print Witness Name

Talquin Water Company, Inc.

By: Gene D. Brown  
Gene D. Brown, as President

Jessica C. Blankenship  
Sign Name

Jessica C. Blankenship  
Print Witness Name

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of March, 2016 by Gene D. Brown as President of Talquin Water Company, Inc , who is personally known to me ~~or who has produced~~ \_\_\_\_\_ as ~~identification.~~

Sandra M. Chase  
Notary Public





# Drinking Water Annual Operating License Fee Account Statement

"More Protection, Less Process"  
www.dep.state.fl.us



E-mail: SMALLEY.CARLA@YAHOO.COM

Statement of Account as of 10/2/2017  
Receipt/Statement

Subject: 2017-2018 Receipt/Statement PWS 1370077  
CARLA SMALLEY  
LAKE TALQUIN WATER COMPANY, INC.  
24396 LONESTAR COURT  
TALLAHASSEE, FL 32310

Thank you for your payment. Your balance due to DEP is \$0.  
If there is an amount in the gray box to the right, please contact  
Municipal Services Bureau <https://www.msbselfserve.com/Faq.aspx>

This is a current statement of your Drinking Water Annual Operating License Fee  
account. All fees on this statement were assessed pursuant to Rule 62-4.053, Florida  
Administrative Code. A copy of the rule may be found at  
<https://www.flrules.org/gateway/ChapterHome.asp?Chapter=62-4>.

**Delinquent Amounts:** The Florida  
Department of Environmental Protection  
accepts only payments for the current invoice  
cycle. Please pay any delinquent amounts to  
the department's contracted collection agency.  
The following delinquent amount (if any) is  
shown for information purposes only.

Municipal Services Bureau  
(800) 866-9436

<i>PWS Number</i>	<i>System Name</i>		
<b>1370077</b>	<b>BLOUNT'S LANDING WATER SYSTEM</b>		
07/13/2017	2018 INVOICE #50438 (7/1/2017-6/30/2018)		500.00
09/07/2017	PAYMENT		-500.00
10/02/2017	<b>2018 Invoice Amount Due to DEP</b>		<b>\$0.00</b>

**No payment due at this time.**

Florida Department of Environmental Protection  
Bureau of Finance & Accounting  
P.O.Box 3070  
Tallahassee, FL 32315-3070

PWS Number: **1370077**  
Amount Due: **\$0**

**Accounting Information**

Object Code : 002216  
Org code: 37 35 40 60 000  
Expansion Option: M7  
FLAIR Code: 37202526001373502000000020000

Lake Talquin Water Company, Inc.  
Water Rates

2007

Water Service \$27.00 per month and \$2.00 per thousand gallons used.  
\$7.00 late fee  
\$100.00 Deposit (New Service)  
\$40.00 connection fee, if water is off. (New Service).

2012

Water Service \$30.00 per month and \$2.00 per thousand gallons used  
\$10.00 late fee  
\$125.00 Deposit (New Service)  
\$45.00 connection fee, if water is off. (New service).

2016

Water Service \$34.00 per month and \$3.00 per thousand gallons used.  
\$10.00 late fee  
\$125.00-140.00 Deposit (New Service)  
\$45.00 connection fee, if water is off. (New Service)

We leave notices at the residence if the water is past due. We normally do not disconnect for delinquent accounts. The notice that we leave states reconnection fee \$40.00.

Copy

**LAKE TALQUIN WATER COMPANY INC**

24396 LONE STAR COURT  
TALLAHASSEE, FL 32310

850-575-9355

TO INSURE PROPER CREDIT, PLEASE RETURN THIS PORTION WITH YOUR PAYMENT. IF NOT PAID BY THE 25TH YOU WILL BE CHARGED A \$10 LATE FEE AND A RECONNECT FEE WILL BE CHARGED TO RESTORE SERVICE.

Bill To: DAVIS, PAULA  
570 TERRY PLACE  
MERRITT ISLAND FL 32952

Service Address: DAVIS, PAULA  
4163 FRED HATFIELD CT  
TALLAHASSEE FL 32310

Account #:195      Route#:173  
Bill Date: 11/29/17

Service from: 10/22/17      to: 11/26/17  
Due by: 12/25/17      Amount Due: 34.03

Water		Total	
Water fixed charge:	34.00	Previous Balance:	34.00
Gallons Used:	10	Payments - Thank You	34.00
Usage Charge:	0.03	Balance Forward:	0.00
Sub Total:	<u>34.03</u>	Arrearage:	<u>0.00</u>
		Late Fee:	0.00
Meter Readings:      Prior:      Current:		Current Water Charge:	34.03
	632070      632080	Adjustments:	0.00
		Miscellaneous Charges:	0.00
		Tax:	0.00
		Current Bill Total:	34.03
			<b>Amount Due: 34.03</b>

NO CASH PAYMENTS ACCEPTED  
CHECK OR MONEY ORDER ONLY