

FLORIDA UTILITY SERVICES 1, LLC
3336 GRAND BLVD. SUITE 102
HOLIDAY, FL. 34690.

RECEIVED - FPSC
15 APR - 6 AM 9:19
COMMISSION
CLERK

3/30/15

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

RE: Company response to staff third data request for docket # 140176-W.

Dear Commission clerk:

** original + 4 copies
04/6/15
A.A.*

Please add to the above docket file.

On behalf of the utility,

Mike Smallridge

Company response to staff third data request.

1. See attached spreadsheet.
2. No.
3. Information provided

- A. Four Points Utility Corp. & Bimini Bay Utilities.
- B. Appointed Receiver March of 2012 for both Bimini Bay and Four points.
- C. Both utilities are located in Polk County. Certificate for Four Points is 634-W & 544-s. Bimini Bay does not have certificates. I do not know the reason why not.
- D. Copies are located in Docket # 110254 document # 02089-12.

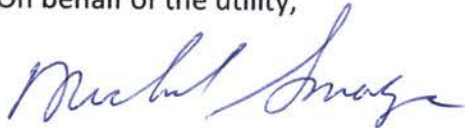
4. See enclosed.

5. The line of credit is in my personal name only and has never been used for any utility. It is for emergency purposes only.

COM _____
 AFD _____
 APA _____
 ECO _____
 ENG _____
 GCL _____
 IDM _____
 TEL _____
 CLK _____

6. Enclosed.
7. The Closing date was 8/27/2014. The extension was done on a verbal agreement.
8. Enclosed.
9. This is reflected on the closing statement.
10. Enclosed.
11. I choose to pay the extra \$ 12.29 per month.
12. Previously sent to docket file.
13. Enclosed Deeds and Title Insurance Policies.

On behalf of the utility,

A handwritten signature in blue ink, appearing to read "Mike Smallridge". The signature is written in a cursive style with a large initial "M".

Mike Smallridge

UTILTIY NAME	COUNTY	# OF CUSTOMERS	OWNER	CERTIFICATE #	SERVICES
West Lakeland Wastewater, Inc.	Polk	314	me	515-s	all
Pinecrest Utilities, LLC	Polk	134	me	588-w	all
East Marion Sanitary Systems, Inc.	Marion	98	Herb Hein	490-W &425-s	Billing Only.
(East Marion Utilities, LLC)	Marion	98	me		all since closing.
Holiday Gardens Utilities, Inc.	Pasco	456	Holiday Gulf Builders	116-w	all since closing
(Holiday Gardens Utilities, LLC)	Pasco	456	me		all since closing
Crestridge Utility Corp.	Pasco	617	Holiday Gulf Builders	117-w	All since closing,
(crestridge Utilities, LLC)	Pasco	617	me		all since closing

Subject: Fw: Holiday/Crestridge Gardens potable deficiencies from 1/27
From: Judy Rivette (judyrivette@yahoo.com)
To: utilityconsultant@yahoo.com;
Date: Wednesday, February 11, 2015 8:42 AM

On Tuesday, February 10, 2015 2:52 PM, "Greenawalt, Ryan" <Ryan.Greenawalt@dep.state.fl.us> wrote:

To all,

Please note the inspection deficiencies observed during my potable water inspections on 1/27/2015. These deficiencies were verbally presented to Mr. Jack Love during the inspections. The Department would like to resolve this informally by offering verbal compliance assistance to address the items below within 30 days from the inspection date:

Crestridge Gardens (651-0403):

1. Well #2 & #4 chlorine barrels not properly sealed
2. Well #2 & #4 flow meter accuracy checks needed
3. Plant #2 & #4 have broken glass windows and not secure. Recommend other options to glass if broken windows are a repeat issue at the plants (bars, screen, plexiglass, etc...)
4. Wellhouse #3 not locked/secure.
5. Tank inspections passed due for both plants

Well #2 check valve unable to verify functionality due to inability to access wellhouse (new lock installed and no key during inspection). Recommendations will include documenting flushing/valve exercising and installing vacuum breakers on the two sample taps in the plant #2 treatment area. Deficiencies at Well/Plant #3 were not closely analyzed due to system being out of service from lightning strike. Recommend well survey and Department inspection prior to reactivating well if that time ever comes.

Holiday Gardens (651-0807):

6. Check valve on Well #2 not working
7. Well #1 chlorine barrel not properly sealed
8. Well #1 & #2 flow meter accuracy checks needed
9. Plant #1 & #2 have broken glass windows and not secure. Recommend other options to glass if broken windows are a repeat issue at the plants (bars, screen, plexiglass, etc...)

Recommendations will include documenting flushing/valve exercising and installing vacuum breaker on the Plant #1 sample tap.

Please let me know when the listed items above are complete and provide photos/documentation showing the corrections. Thank you,

Ryan J. Greenawalt
Environmental Specialist
Compliance Assurance Program

FLORIDA UTILITY SERVICES 1, LLC
3336 GRAND BLVD STE 102
HOLIDAY FL 34690

February 24, 2015

Florida Dept. of Environmental Protection
Southwest District
ATTN: Ryan Greenawalt
13051 N Telecom Pkwy.
Temple Terrace, FL 33637

Dear Ryan,

In response to your inspection deficiencies for Holiday Gardens (651-0807) and Crestridge Utilities (651-0403), the utility reports the following:

Crestridge Utilities (651-0403)

- 1) Completed
- 2) Flow meters were checked on December 3, 2014 by Water Management. Copies enclosed.
- 3) Completed
- 4) Completed
- 5) The last tank inspection for Well #4 was done on June 2012, copy enclosed. Therefore, the next inspection date for this tank should be June 2017.
Well #2 is a new tank installed on January 2013. The date on the tank is 2012, therefore, the next inspection date should be January 1, 2017.
Well #2 check valve will be replaced within the next 180 days.

Holiday Gardens Utilities (651-0807)

- 6) Check valve for Well #2 has been ordered and will be installed upon arrival.
- 7) Completed
- 8) Well #2 has a brand new flow meter installed on November 4, 2014. Well #1 flow meter check, copy enclosed.
- 9) Completed

Flushing and valve exercising is kept in a separate log book maintained by utility staff.

Vacuum breakers to be installed, per your recommendations within 30 days by operator.

On behalf of the utility


Michael Smallridge

SWFWMD METER TEST WORKSHEET

Date: 12/3/14

PERMITTEE: Crabridge UH WUP #: 513 WELL #: 2
 SITE CONTACT: Mike Smalbridge PHONE: _____

METER INFORMATION

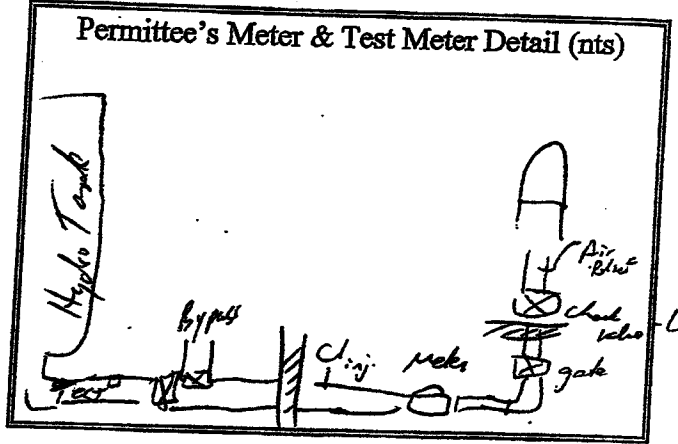
COMMENTS: Extreme leak noise at check valve. water on pump house floor
most likely going back down the well
 BRAND: Master Meter SERIAL#: 6167342 METER SIZE: 4 inch

STRAIGHTENING VANES: Yes No

METER TYPE: Saddle Tube Other

STRAIGHT RUN: -16 Inches Feet

UPSTREAM OBSTRUCTION: 90° Elbow



TEST DATA

PIPE SCHEDULE/CLASS: sch 80

TYPE: Ductile Iron Cast Iron PVC
 Carbon Steel Stainless Steel Other

SIZE: O.D. 4.5 inches (measured w/tape) LINER: No

WALL THICKNESS: 0.337 Chart Gauge TRANSDUCER SPACING: 96.7 mm

STRAIGHT RUN: 25 Inches Feet Inches

FIRST UPSTREAM OBSTRUCTION: gate valve 10 & 5 Diameters 2/3-1/3

Initials: <u>NM</u>	PERMITTEE'S METER	TEST METER (PANAMETRICS)	CALCULATIONS	
	TOTALIZER READING (GALLONS) (A)	TOTALIZER READING (GALLONS) (B) <u>SS: 4987</u>	DIFFERENCE (C)	% ERROR (C/B*100)
Test 1: <i>Open hydrant</i>	END: <u>9400</u>	END: <u>997</u>	<u>197</u>	<u>19.7%</u> Over <input checked="" type="radio"/> Under <input type="radio"/>
	START: <u>035088600</u>	START: <u>0</u>		
	TOTAL: <u>800</u> Flow rate <u>220</u>	TOTAL: <u>997</u> Flow rate <u>282</u>		
Test 2: <i>steady demand flow in system</i>	END: <u>90000</u>	END: <u>607</u>	<u>107</u>	<u>17.6%</u> Over <input checked="" type="radio"/> Under <input type="radio"/>
	START: <u>89500</u>	START: <u>0</u>		
	TOTAL: <u>500</u> Flow rate _____	TOTAL: _____ Flow rate _____		
Test 3:	END: _____	END: _____		Over Under
	START: _____	START: _____		
	TOTAL: _____ Flow rate _____	TOTAL: _____ Flow rate _____		

SWFWMD METER TEST WORKSHEET

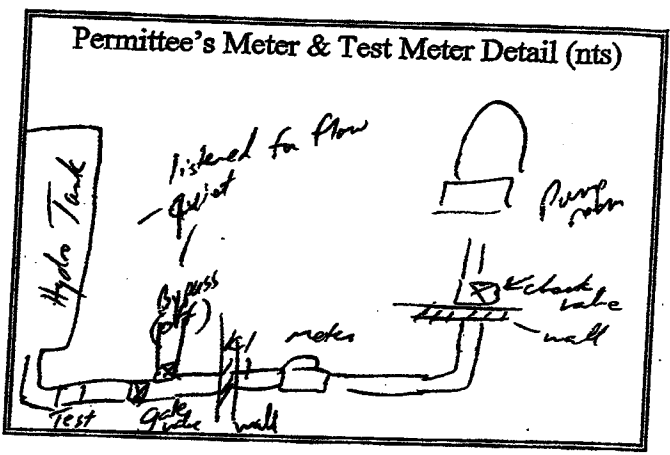
Date: 12/3/14

PERMITTEE: Crestridge Utility Corp. WUP #: 543 WELL #: D/D 4/4

SITE CONTACT: Mike Smallridge PHONE: _____
Judy

METER INFORMATION COMMENTS: Slight noise on check valve. Recruit replacement/rebuild
 BRAND: Kent SERIAL#: unbr METER SIZE: 4" inch

STRAIGHTENING VANES: Yes No
 METER TYPE: Saddle Tube Other T3000 Turbine
 STRAIGHT RUN: 29 inches Feet
 UPSTREAM OBSTRUCTION: 90° elbow



TEST DATA

PIPE SCHEDULE/CLASS: A
 TYPE: Ductile Iron Cast Iron PVC
 Carbon Steel Stainless Steel Other

SIZE: O.D. 4.8 inches (measured w/tape) LINER: No

WALL THICKNESS: 0.42 Chart Gauge TRANSDUCER SPACING: 105.8 mm Inches

STRAIGHT RUN: 5 Inches Feet

FIRST UPSTREAM OBSTRUCTION: gate valve (should be 100% open) 10 & 5 Diameters 2/3-1/3

Initials:	PERMITTEE'S METER	TEST METER (PANAMETRICS)	CALCULATIONS	
<u>NM</u>	TOTALIZER READING (GALLONS) (A)	TOTALIZER READING (GALLONS) (B)	DIFFERENCE (C)	% ERROR (C/B*100)
Test 1:	END: <u>178405</u> START: <u>178398</u> TOTAL: <u>700</u> Flow rate <u>~155</u>	END: <u>727</u> START: <u>0</u> TOTAL: <u>727</u> Flow rate <u>157</u>	<u>27</u>	<u>3.71%</u> Over <u>Under</u>
Test 2:	END: <u>412</u> START: <u>407</u> TOTAL: <u>500</u> Flow rate _____	END: _____ START: <u>0</u> TOTAL: _____ Flow rate _____	<u>Test Interrupted</u>	Over Under
Test 3:	END: <u>417</u> START: <u>412</u> TOTAL: <u>500</u> Flow rate <u>~192</u>	END: <u>516</u> START: <u>0</u> TOTAL: _____ Flow rate <u>194</u>	<u>16</u>	<u>3.1%</u> Over <u>Under</u>

Opened Hydrant across street
wise test

PASCO TESTING LAB & SALES INC.

P.O. BOX 1064
NEW PORT RICHEY, FL
34656
Phone: 727-848-2591
Fax: 727-848-0003

8/4/12

Attn: Linda Emerick
From: Peter Dewhurst
Ref: Water Tank Inspection Crestridge Gardens Plant #4

The following comments reflect my inspection for your potable water tank:

Tank Exterior: This is a horizontal hydro pneumatic pressure vessel filled by one well on the property but can be filled by others in the system. The tank is painted light blue and surface rust is light. The tank overall appearance consists of several pinhole leaks about the tank but otherwise is well maintained. Inlets and outlets are tight with no visible cracking along the welded seam lines. There is no welded patchwork at this time but as indicated there are several pinhole leaks. The concrete support cradles are well intact. The age of this tank is unknown. There is a sight glass in the building for this tank. There is a four inch blow off on this tank at the east end. There is no pressure relief valve on the tank. There is a sampling port on the outbound side. There is an air inlet with a valve on the tank top. There is an inspection plate (man way) on this tank. The tank is inside a locked fence area.

Dimensions: 72" width X 282.5" length, end of seam to end of seam.

Thickness Measurements: Thickness for this tank ranged from a low of 0.182 to a high of 0.253. Thickness is measured in thousandths of an inch.

Tank Interior: The man way opens easily and seals tight. The interior has been flushed and cleaned of light residual accumulation on the interior bottom. The interior is in below average condition and has heavy surface rust on the entire interior of the tank. The interior has no epoxy coating. This tank should continue to provide service for the immediate future.

Suggestions are as follows:

Based on the metal thickness, interior condition, and the unknown age of this tank it is recommended that it be replaced with a new like for like ASME Code pressure vessel in the next 6 - 9 months. Pinhole leaks should be repaired. In the meantime paint the exterior as needed. Flush tank from its

\$19883-R
\$27.00

FILED FOR RECORD
NOV 16 12 27 PM '67

HOLIDAY GARDENS RESTRICTIONS

BISLICK-RUSAW, INCORPORATED, a Florida Corporation, of 101 First Avenue, Crest Ridge Gardens, Tarpon Springs, Florida, the Developer, does hereby declare that the following constitutes the restrictions for all lots in HOLIDAY GARDENS UNIT ONE, as platted and recorded in Plat Book 9 at page 25 of the Public Records of Pasco County, Florida, and all future units of HOLIDAY GARDENS.

WITNESSETH:

BISLICK-RUSAW, INCORPORATED

[Signature]

By: [Signature]
President

[Signature]

ATTEST: [Signature]
Secretary

CORPORATE SEAL:

The following restrictions are now being recorded by BISLICK-RUSAW, INCORPORATED, a Florida Corporation, as covenants running with the land. These having been made up for the protection, pleasure and enjoyment of all property owners in HOLIDAY GARDENS SUBDIVISION. All purchasers of lots affected hereby are subject to these restrictions.

These restrictions, covenants, easements, conditions, and charges affect all lots in HOLIDAY GARDENS UNIT ONE, as platted and recorded in Plat Book 9 at page 25 of the Public Records of Pasco County, Florida, and all future units of HOLIDAY GARDENS.

1. No more than one dwelling shall be placed on any lot herein.
2. All septic tanks must be installed for each residence, and all plumbing as well as the septic tanks must meet with the standards set by the Florida State Board of Health Department. Each dwelling must be equipped with inside plumbing and sanitation facilities. No outside privies will be allowed. No septic tank or other waste disposal contraption shall be placed on any of the lots closer than 100 feet from any public well.
3. All buildings shall be set back 15 feet from the front lot line and not less than 10 feet from the rear of said lot and no closer than five feet from the sides of said lots, except in case of additions for porches, Florida room, etc., in which cases such additions must be approved in writing by the Developer or its assigns. The said front and side set back requirements shall not be applicable to Lots 19 through 29.

ELZER & EDWARDS
ATTORNEYS AT LAW
P. O. BOX 878
JAY RICHIEY, FLORIDA
1966

378 105

1105 NIM ROAD

4. No water well shall be drilled, maintained or used on this property unless the same is approved in writing by the Developer or its assigns, and then to be used for irrigation purposes only, and not for use in the house and said wells are not to be connected with the central water system.

5. All State, County and local regulations that are now and may in the future be in effect must be complied with.

6. No business of any kind will be permitted on any of said lots, except Lots 19 thru 29, except personal services where the business conducted on the premises is limited to conferences only. In such cases the lot owner may erect an approved sign by the Developer which shall not be larger than 16 inches in height and 24 inches in length.

7. No parking of house trailer shall be permitted at any time on the streets or on the lots in this subdivision without first obtaining permission from the Developer or its assigns.

*Fences
+
Hedges*

8. No wall or fence shall be constructed on any of the lots without the written consent of the Developer or its assigns. Hedges shall not be allowed to grow to a height in excess of four feet, or so high as to obstruct the view of the other lot owners; and all fences must be approved by the Developer or its assigns before installation.

9. The Developer or its assigns specifically reserves a three foot easement running along the front of all lots and a six foot easement running along the rear of all lots.

10. The Developer or its assigns specifically reserves a three foot easement on all sides lines of lots for use of a utility corporation, for use of overhead or underground wiring for street lights. In cases where owners construct homes and other buildings straddling two or more lots this restrictions shall be waived as to the lot lines straddled.

11. HOLIDAY GARDENS UTILITIES, INCORPORATED, a Florida Corporation, or its assigns, and contractors or agents, shall have the right to install water laterals to service said lots and shall have the easement and right to repair, maintain or replace such laterals at any time without being liable for damages to said lot owners, it being understood that installation and repair of laterals running from the shut-off valve at the water main to dwellings or other water outlets shall become the obligation of each individual lot owner. HOLIDAY GARDENS UTILITIES, INCORPORATED, a Florida corporation, or its assigns shall have the exclusive right to supply the water to all lots and it shall be entitled to receive a minimum of Five and No/100th (\$5.00) Dollars per month for such services, which will entitle each lot owner the right to 5,000 gallons of water, with the lot owner paying 25¢ per thousand gallons above the said 5,000 gallons. This provision is in the interest of public health and safety. Said monthly charge of Five and No/100th (\$5.00) Dollars shall remain in effect on all lots.

12. In the event that the water charges herein set forth are not paid when due HOLIDAY GARDENS UTILITIES, INCORPORATED or its assigns, shall have the right to shut-off the water on such lots and shall not be required to continue service until water charges and assessments are paid, and if not paid upon demand, the corporation shall have the right to file a lien against said lots, having the same effect as a mechanic's lien in accord with the Statutes of the State of Florida.

13. All buildings shall be constructed of masonry or similar materials, the plans and specifications shall be first approved by the Developer or its assigns before construction shall begin.

14. All buildings shall be reasonable maintained and shall be kept painted or plastered to maintain a nice appearance of the subdivision.

15. Nothing shall be placed on lands reserved for easement. In the event any structure or vegetation interferes with construction, maintenance or repair, the same may be removed without cost to the utility companies or developer or its assigns.

16. The burning of garbage is prohibited on lots.

17. These lots are to be kept clean, mowed when weeds are high and kept free of all unsightly structures or debris, the developer or its assigns shall have the right at any time to clean up any lots so that this restriction is complied with and make a reasonable charge for such services to the owners, and if the owner refuses to pay, to file a lien therefor.

18. All household pets must be kept on owner's land or on leashes, the number of household pets to be within reason.

19. The majority of the lot owners may at any time select a committee consisting of at least three people elected by a majority vote, who shall act as a committee and which committee shall have the power to prevent any persons from occupying any lots in the subdivision. Such committee shall also have the power at any time to purchase the property of any owner in the subdivision providing such owner possesses characteristics that cause disturbances or other characteristics which make such owners or occupants of the owners objectionable people to have as inhabitants of said subdivision. The action of such committee to be valid shall have to be confirmed by a majority vote of the lot owners, each lot owner being entitled to one vote per lot. The Developer, or its assigns, shall act as such committee until a formal committee has been selected by a majority vote of the lot owners. The purchase price of such property to be purchased from such undesirable owner or occupant shall be the cost of the property and its improvements by said owner or occupant, plus 10% or the reasonable market value of such real estate together with the improvements thereon, plus 10%, whichever is higher. The purpose of this restrictions is to promote a pleasant and harmonious subdivision.

WILLIAM B. OWARDS
ATTORNEY AT LAW
P. O. BOX 278
PORT RICHEY, FLORIDA
33569

20. No goats, horses, cattle, fowl or other such type creatures shall be kept on these lots. Dogs, cats and pet birds are permitted.

21. All buildings to be erected on said lots shall not be more than one story high, except split levels, the plan of which shall be approved by the Developer or its assigns.

22. Lots, except as hereinbefore set forth, shall be used for residential purposes only.

23. Subject to the written approval of the developer, or its assigns, the lot owners may at any time change any of the restrictions and make additions thereto or eliminate any of them or have new additions, provided that such proposed changes and additions shall be subscribed to by a majority of the lots owners in writing, which changes or new additions shall then be put in proper form, so as to entitle the same to be recorded in the Public Records of Pasco County, Florida as covenants running with the land. Any changes in charges for water deposits, water charges, street lighting and garbage collection shall be approved by HOLIDAY GARDENS UTILITIES, INCORPORATED.

24. Subject to the written approval of the Developer, or its assigns, if any changes in the restrictions are made as above set forth, which will necessitate assessments against lot owners, and such assessments are voted by a majority, such assessments shall be binding upon all lots in the subdivision in conformity with such assessments, and if the owner refuses to pay, a lien may be filed therefor.

25. No more than one "For Sale" sign of real estate broker's sign advertising property for sale, or "For Rent" sign of a size not greater than 16 inches high and 24 inches long shall be placed on any one property, unless otherwise expressly agreed to by the Developer or its assigns, builder's signs excepted.

26. The Developer, or its assigns, shall not be required to keep the streets in repair.

27. All grantees, heirs, successors, legal representatives and assigns, taking any lot or lots shall be subject to these covenants and charges.

28. If other covenants are breached by the owner, his assigns, tenants or agents, the Developer, or its assigns, or other owners may bring such action as may be necessary to enforce these covenants, the losing party to pay all costs thereof.

29. The provisions contained herein shall run with and bind the land, shall inure to the benefit of and be enforceable by any owner of land at HOLIDAY GARDENS SUBDIVISION, their assigns, agent, heirs, successors and personal representatives.

30. If any lot owner or persons in lawful possession at HOLIDAY GARDENS SUBDIVISION, shall violate or attempt to violate any of the covenants hereof, it shall be lawful for any person or

persons owning any real estate in said development of HOLIDAY GARDENS SUBDIVISION, to prosecute any proceeding at law or equity against the person or persons violating any such covenant, either to prevent him from so doing or to obtain such other relief which in the judgment of the Court seems proper.

31. The failure of any land owner to enforce any restrictions, conditions, covenants, or agreements herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

32. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2020. A.D. at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots, it is agreed that it is to the best interests of the subdivision that changes shall be made, in which cases such changes shall then be evidenced.

33. It is distinctly understood that in the event there shall be an appreciable devaluation of the value of the American Dollar that the charges set forth herein may be increased proportionately and the charges for water, garbage, collection and street lighting may be appreciated accordingly therewith.

34. The Developer reserves the right to nullify restrictions on any lots which are to be used for a community purpose or well sites.

35. If any provision of this indenture or the application of such provisions to any person or circumstances shall be held invalid, the remainder of this indenture, or the application of provisions to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

36. Where the word "Developer" or "Developers" is used herein, it is construed that same means developer, developers or their lawful assignees, beneficiaries of a trust, or their assignees, heirs, personal representatives and assigns.

37. If HOLIDAY GARDENS UTILITIES, INCORPORATED, or its assigns, installs street lights, the owner of each lot shall pay One and No/100th (\$1.00) Dollars per month toward the cost of street lights.

38. The HOLIDAY GARDENS UTILITIES, INCORPORATED or its assigns shall collect Two (2) 20 gallon cans per pick-up, garbage bi-weekly and the owner of each lot shall pay the said corporation or its assigns, the sum of One and 75/100th (\$1.75) Dollars per month therefor.

39. No dwelling shall be built on any lot that has less than 600 square feet of living space, measured by outside dimensions, exclusive of utility room, enclosed porch, garage, carport, etc.

40. In the event that the street lighting, water or garbage collection charge herein referred to is not paid, The Developer or its

assigns, shall have the right to file a lien against the lot, which shall be enforceable like mechanic's lein in accord with the Statutes of the State of Florida.

41. Each lot owner, before using any water, shall deposit with HOLIDAY GARDENS UTILITIES, INCORPORATED, a deposit of Thirty-five and No/100th (\$35.00) Dollars, which deposit shall be transferable but not refundable, and which deposit shall not bear interest. There shall be a transfer charge as each property is sold of Five and No/100th (\$5.00) Dollars.

42. The Developer, or its assigns, reserves the right to make reasonable modifications and clarifications to any and all restrictions set forth herein.

43. All grantees, heirs, successors, legal representatives or assigns, taking any lot or lots shall purchase and take said lots subject to these covenants and charges and specifically agrees to pay to the Developer, or its assigns, or HOLIDAY GARDENS UTILITIES INCORPORATED, or its assigns, all fees for water deposits, water service, street lights and garbage collections as set forth herein.

BISLICK-RUSAW, INCORPORATED

CORPORATE SEAL:

By: [Signature]
President

Attest: [Signature]
Secretary

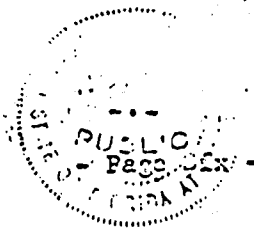
STATE OF FLORIDA)
)
COUNTY OF PASCO)

I HEREBY CERTIFY that on this 14th day of November, A.D. 1967, before me personally appeared DONALD J. BISLICK, President, and ERNEST S. RUSAW, Secretary, of BISLICK-RUSAW, INCORPORATED, a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing indentures, and they severally acknowledged that the execution of same to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said indenture is the act and deed of such corporation.

WITNESS my signature and affix my seal at Port Richey in the County of Pasco and State of Florida the day and year last mentioned: aforesaid.

[Signature]

PORT RICHEY, FLORIDA
33368



NOTARY PUBLIC STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES APR. 22, 1968
BONDED THROUGH FRED W. BILLETMORF

6

\$425,000.00 New Port Richey, Florida

August 22, 2014

PROMISSORY NOTE

FOR VALUE RECEIVED, Holiday Gardens Utilities, LLC, a Florida Limited Liability Company and Crestridge Utilities, LLC, a Limited Liability Company, jointly and severally, as Maker or Borrower, PROMISES TO PAY TO THE ORDER OF Holiday Gardens Utilities, Incorporated and Crestridge Utility Corporation, as Holder, AT PAYMENTS ELECTRONICALLY TRANSFERRED TO: HOLIDAY GULF BUILDERS ACCOUNT # [REDACTED] LOCATED AT GREENFIELD BANKING GREENFIELD IN 46140 OR SUCH OTHER PLACE AS THE HOLDER MAY DESIGNATE IN WRITING, THE SUM OF FOUR HUNDRED TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$425,000.00), TOGETHER WITH INTEREST AT THE RATE OF SEVEN POINT FIVE PER CENT (7.5%) PER ANNUM ON THE PRINCIPAL BALANCE REMAINING FROM TIME TO TIME UNPAID, PAYABLE IN THE FOLLOWING MANNER:

144 equal monthly payments of \$4,484.71 accruing from the 22nd day of August, 2014. The first monthly installment shall become due and payable on the 22nd day of September 2014, with a like installment due on the day of each month thereafter and the final installment due on August 22, 2026, when the entire principal balance plus accrued interest shall be due.

There shall be a balloon payment of \$20,000.00 due on or before January 31, 2015 and the monthly installments shall be re-amortized at such time based on the remaining term of the note.

There shall be a 5% late charge if payment of the balloon payment or any monthly payment shall not be made within 10 days of due date.

Should any installment called for hereunder be not paid within ten (10) days after same shall have become due and payable, then the entire unpaid principal balance shall become immediately due and payable at the election of the holder hereof. All parties hereto, whether makers, endorsers, sureties, or otherwise, hereby waive notice, protest and demand.

RIGHT TO PREPAY; NO PENALTIES OR PREPAYMENT. Right is reserved in the Maker to make payments of all of any portion of principal at any time before they are due. A payment of principal before it is due is called a "prepayment". When Maker makes a prepayment, Maker will tell the Holder in writing that Maker is doing so. The Holder may require that any partial prepayment be made on the same date that a payment is due. Maker may make a full or partial prepayment without paying any prepayment

charge. If Maker make a partial prepayment there will be no changes in the due dates or amounts of the payments unless the Holder agrees in writing to those changes.

APPLICATION OF MAKER'S PAYMENTS. Notwithstanding anything to the contrary contained within this Promissory Note, and unless the law requires otherwise. Holder will apply each of the payments hereunder in the following order and for the following purposes:

- 1) To accrued interest
- 2) Monthly billed principal
- 3) Late charges
- 4) Any other fees assessed
- 5) Additional principal reduction

SECURITY. This note is secured by a Mortgage UCC Financing Statement and Security Agreement of even date herewith, the terms and provisions of which are made a part hereof by reference thereto, and all persons to whom this instrument may come are referred to such mortgage for its effect upon the within note and the application of any amounts paid pursuant to the mortgage for the procuring of release of property from the lien of the mortgage on the indebtedness evidenced hereby.

DEFAULT. Maker will be in default if any of the following happens: (a) Maker fails to make any payment when due; (b) Maker breaches, defaults or breaks any written promise, term or condition Maker has made to Holder in the Mortgage, Security Agreement or UCC Financing Statement, or Maker fails to perform promptly at the time and strictly in the manner provided in this Note; (f) Maker becomes insolvent, a receiver is appointed for any part of Maker's property, Maker makes any assignment for the benefit of creditors; or any proceeding is commenced either by Maker or against Maker under any bankruptcy or insolvency laws; (g) Any creditor tries to take any of Maker's property on or in which Holder has a lien or security interest. This includes a garnishment of any of Maker's accounts with Holder; (h) Failure of Maker to furnish Holder within thirty (30) days after written request by Holder, current financial statements, including income tax returns, or to permit inspection of any of Maker's books or records; (i) The issuance of any tax levy or lien against Maker or Maker's failure to pay, withhold, collect or remit any tax when assessed or due; (j) the filing of formal charges under any federal or state law against Maker or Maker's assets which forfeiture is a potential penalty

HOLDER'S RIGHTS. Upon default. Holder may declare the entire unpaid principal balance on this Note and all accrued unpaid interest, costs and fees immediately due, without notice, and then Maker will pay that amount. Upon default, or if this Note is not paid at final maturity. Holder, at its option, may add any unpaid interest accrued by reason of default, and such sum will bear interest there from until paid, at the rate provided in this Note but in no event at an effective total interest rate on this Note greater than the rate permitted by applicable law. Holder may hire or pay someone else to help collect this Note if Maker does not pay. Maker also will pay Holder the amount of these costs and expenses, which includes, subject to any limits under applicable law. Holder's reasonable attorneys' fees and Holder's legal expenses, including reasonable attorneys'

fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post judgment collection services. Maker also will pay any court costs, in addition to all other sums provided by law. This Note shall be governed by and construed in accordance with the laws of the State of Florida.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Maker does not agree or intend to pay, and Holder does not agree or intend to contract for, charge, collect, take, reserve or receive (collectively referred to herein as "charge or collect") any amount in the nature of interest or in the nature of a fee for this loan, which would in any way or event (including demand, prepayment, or acceleration) cause Holder to charge or collect more for this loan than the maximum Holder would be permitted to charge or collect by federal law or the law of the State of Florida (as applicable). Any such excess interest or unauthorized fee shall, instead of anything stated to the contrary, be applied first to reduce the principal balance of this loan, and when the principal has been paid in full, be refunded to Maker. Holder may delay or forego enforcing any of its rights or remedies under this Note without losing them. Maker and any other person who signs or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice of dishonor and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Note. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, accommodation maker or endorser, shall be released from liability. All rights, powers, privileges and immunities of Maker hereunder may not in any way be assigned, transferred or sold. Holder at any time is authorized to correct patent errors herein with Maker's written consent. All such parties agree that Holder may renew, modify, substitute, consolidate or extend (repeatedly and for any length of time) this loan, or release any party of guarantor or collateral; or impair, fail to realize upon or perfect Holder's security interest in the collateral; and take any other action deemed necessary by Holder without the consent of or notice to, acknowledgment or agreement by anyone. All such parties also agree that Holder may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. This Note constitutes the entire understanding and agreement of the parties as to the matters set forth in this Note and supersedes all prior understandings and correspondence, oral or written, with respect to the subject matter hereof. No alteration of or amendment to this Note shall be effective unless given in writing and signed by Holder. Maker acknowledges that this Note evidences an obligation incurred made primarily for business, commercial purposes and not primarily for personal, family or household purposes. When this Note becomes due, by default, demand or maturity. Holder may, at its option, demand, sue for, collect, or make any compromise or settlement it deems desirable with reference to any collateral pledged or granted for this Note. Holder shall not be bound to take any steps necessary to preserve any rights in any such collateral against prior parties. Holder shall have no duty with respect to collection or protection of any such collateral or of any income of any such on the collateral as to the preservation of any rights pertaining to any such collateral beyond safe custody. Maker agrees to indemnify and hold Holder harmless against liability for the payment for documentary tax stamps and intangible taxes (including

interest and penalties) (if applicable), which may be determined to be payable with respect to this transaction.

Holiday Gardens Utilities, LLC,
a Florida limited liability company

BY: Michael Smallridge
Michael Smallridge, Manager

Crestridge Utilities, LLC,
a Florida limited liability company

BY: Michael Smallridge
Michael Smallridge, Manager

Closing Statement

FILE NUMBER: 14-042-1

Buyer

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF A COPY OF THE FOREGOING SETTLEMENT STATEMENT, AGREES TO THE CORRECTNESS THEREOF, AND AUTHORIZES AND APPROVES THE DISBURSEMENTS SET FORTH.

Crestridge Utilities, LLC
a Florida Limited Liability Company

By: 

Michael Smallridge
Manager

Holiday Gardens Utilities, LLC
a Florida Limited Liability Company

By: 

Michael Smallridge
Manager

Seller

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF A COPY OF THE FOREGOING SETTLEMENT STATEMENT, AGREES TO THE CORRECTNESS THEREOF, AND AUTHORIZES AND APPROVES THE DISBURSEMENTS SET FORTH.

Crestridge Utility Corporation
a Florida corporation

By: _____

Linda Emerick
President

(Corporate Seal)

Holiday Gardens Utilities, Incorporated
a Florida corporation

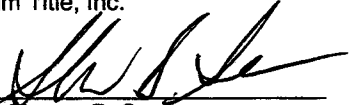
By: _____

Linda Emerick
President

(Corporate Seal)

The Closing Statement which I have prepared is a true and accurate account of this transaction. I have caused, or will cause, the funds to be disbursed in accordance with this statement.

Premium Title, Inc.


BY: Sharon B. Sumner

Dated: 8/22/14

REDACTED

\$425,000.00 New Port Richey, Florida

August 22, 2014

PROMISSORY NOTE

FOR VALUE RECEIVED. Holiday Gardens Utilities, LLC, a Florida Limited Liability Company and Crestridge Utilities, LLC, a Limited Liability Company, jointly and severally, as Maker or Borrower, PROMISES TO PAY TO THE ORDER OF Holiday Gardens Utilities, Incorporated and Crestridge Utility Corporation, as Holder, AT PAYMENTS ELECTRONICALLY TRANSFERRED TO: HOLIDAY GULF BUILDERS ACCOUNT # [REDACTED] [REDACTED] LOCATED AT GREENFIELD BANKING GREENFIELD IN 46140 OR SUCH OTHER PLACE AS THE HOLDER MAY DESIGNATE IN WRITING, THE SUM OF FOUR HUNDRED TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$425,000.00), TOGETHER WITH INTEREST AT THE RATE OF SEVEN POINT FIVE PER CENT (7.5%) PER ANNUM ON THE PRINCIPAL BALANCE REMAINING FROM TIME TO TIME UNPAID, PAYABLE IN THE FOLLOWING MANNER:

PAY \$4500⁰⁰ Per Mike 9/8/14
Monthly

~~120 equal monthly payments of \$4,784.71~~ accruing from the 22nd day of August, 2014. The first monthly installment shall become due and payable on the 22nd day of September 2014, with a like installment due on the day of each month thereafter and the final installment due on August 22, 2026, when the entire principal balance plus accrued interest shall be due.

~~There shall be a balloon payment of \$20,000.00 due on or before January 31, 2015~~ and the monthly installments shall be re-amortized at such time based on the remaining term of the note.

There shall be a 5% late charge if payment of the balloon payment or any monthly payment shall not be made within 10 days of due date.

Should any installment called for hereunder be not paid within ten (10) days after same shall have become due and payable, then the entire unpaid principal balance shall become immediately due and payable at the election of the holder hereof. All parties hereto, whether makers, endorsers, sureties, or otherwise, hereby waive notice, protest and demand.

RIGHT TO PREPAY; NO PENALTIES OR PREPAYMENT. Right is reserved in the Maker to make payments of all of any portion of principal at any time before they are due. A payment of principal before it is due is called a "prepayment". When Maker makes a prepayment, Maker will tell the Holder in writing that Maker is doing so. The Holder may require that any partial prepayment be made on the same date that a payment is due. Maker may make a full or partial prepayment without paying any prepayment



2014149819

Prepared by and return to:
Sharon B. Sumner

Rcpt: 1630335 Rec: 18.50
DS: 74.20 IT: 0.00
09/18/14 E. Munguia, Dpty Clerk

Premium Title, Inc.
14150 Sixth Street
Dade City, FL 33525
352-567-5658
File Number: 14-142E
Will Call No.:

PAULA S. O'NEIL, Ph. D. PASCO CLERK & COMPTROLLER
09/18/14 03:58pm 1 of 2
OR BK 9087 PG 2231

T
R

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Warranty Deed

This Warranty Deed made this 9th day of August, 2014 between Holiday Gardens Utilities, Incorporated, a Florida corporation whose post office address is 4804 Mile Stretch Drive, Holiday, FL 34690, grantor, and Holiday Gardens Utilities, LLC, a Florida Limited Liability Company whose post office address is 1902 Barton Park Rd, #201, Auburndale, FL 33823, grantee:

(Whenever used herein the terms "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, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Pasco County, Florida to-wit:

Lot 30, Holiday Gardens Unit One, a subdivision according to the plat thereof recorded at Plat Book 9, Page 25, Public Records of Pasco County, Florida.

Parcel Identification Number: 29-26-16-0060-00000-0300

Subject to easements, restrictions and reservations shown of record.

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 said 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 and special assessments accruing subsequent to December 31, 2013, zoning and/or restrictions imposed by governmental authority, and easements, restrictions, and reservations of record, if any, however, this reference shall not serve to reimpose the same..

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

x Dee A. Goble
Witness Name: Dee A. Goble

x Carole Buck
Witness Name: CAROLE BUCK

Holiday Gardens Utilities, Incorporated, a Florida corporation

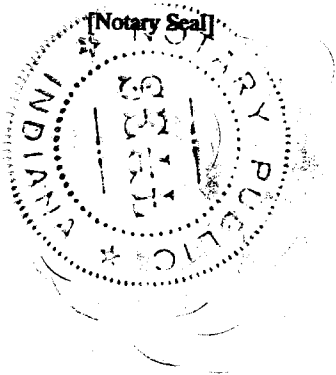
By Linda Emerick
Linda Emerick, President

(Corporate Seal)

State of Florida Indiana
County of Pasco Johnson

The foregoing instrument was acknowledged before me this 17th day of August, 2014 by Linda Emerick, President of Holiday Gardens Utilities, Incorporated, a Florida corporation, on behalf of the corporation. She is personally known to me or has produced a driver's license as identification.

[Notary Seal]



x Carole Buck
Notary Public

Printed Name: CAROLE BUCK

My Commission Expires: 9-10-2017

10,648



Rcpt:1630335 Rec: 18.50
DS: 74.90 IT: 0.00
09/18/14 E. Munguia, Dpty Clerk

Prepared by and return to:
Sharon B. Sumner

R

Premium Title, Inc.
14150 Sixth Street
Dade City, FL 33525
352-567-5658
File Number: 14-142F
Will Call No.:

PAULA S. O'NEIL, PH.D. PASCO CLERK & COMPTROLLER
09/18/14 03:58pm 1 of 2
OR BK 9087 PG 2233

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Warranty Deed

This Warranty Deed made this 8th day of August, 2014 between Holiday Gardens Utilities, Incorporated, a Florida corporation whose post office address is 4804 Mile Stretch Drive, Holiday, FL 34690, grantor, and Holiday Gardens Utilities, LLC, a Florida Limited Liability Company whose post office address is 1902 Barton Park Rd, #201, Auburndale, FL 33823, grantee:

(Whenever used herein the terms "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, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Pasco County, Florida to-wit:

~~Lot 100~~ Holiday Gardens Unit One, a subdivision according to the plat thereof recorded at Plat ~~Book 9~~, Page 25, Public Records of Pasco County, Florida.

Parcel Identification Number: 29-26-16-0060-00000-1300

Subject to easements, restrictions and reservations as shown of record.

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 said 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 and special assessments accruing subsequent to December 31, 2013, zoning and/or restrictions imposed by governmental authority, and easements, restrictions, and reservations of record, if any, however, this reference shall not serve to reimpose the same.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

x Dee A. Goble
Witness Name: Dee A. Goble

Holiday Gardens Utilities, Incorporated, a Florida corporation

By: Linda Emerick
Linda Emerick, President

(Corporate Seal)

x Carole Buck
Witness Name: CAROLE BUCK

State of ~~Florida~~ Indiana
County of ~~Passo~~ Johnson

The foregoing instrument was acknowledged before me this 7th day of August, 2014 by Linda Emerick, President of Holiday Gardens Utilities, Incorporated, a Florida corporation, on behalf of the corporation. She is personally known to me or has produced a driver's license as identification.

[Notary Seal]



Carole Buck
Notary Public

Printed Name: CAROLE BUCK

My Commission Expires: 9-10-2017

OWNER'S POLICY OF TITLE INSURANCE

(with Florida Modifications)



Policy Number **OXFL-08336086** File Number: 14-042E

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.

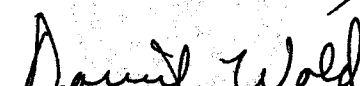
Countersigned:

Policy Issuer:
PREMIUM TITLE, INC.
14150 6TH STREET
DADE CITY, FL 33525
PHONE: 352-567-5658

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

Attest  Secretary

Old Republic National Title Ins. Co.

OWNER'S POLICY Schedule A

Policy No.:
OXFL-8336086

Date of Policy:
September 18, 2014 @ 03:58 PM

Agent's File Reference:
14-042E

Amount of Insurance: \$10,559.00

Premium: \$100.00

Address Reference: 2223 Pamela Drive, Holiday, FL 34690

1. Name of Insured: Holiday Gardens Utilities, LLC, a Florida Limited Liability Company
2. The estate or interest in the Land that is insured by this policy is: Fee Simple as shown by instrument recorded as Document No. 2014149819 in Official Records Book 9087, Page 2231, of the Public Records of Pasco County, Florida.
3. Title is vested in: Holiday Gardens Utilities, LLC, a Florida Limited Liability Company
4. The Land referred to in this policy is described as follows:

Lot 30, Holiday Gardens Unit One, a subdivision according to the plat thereof recorded at Plat Book 9, Page 25, Public Records of Pasco County, Florida.

Old Republic National Title Ins. Co.

1410 N. West Shore Boulevard, Suite 800, Tampa, Florida 33607 (612) 371-1111

Agent No.: B09371

Issuing Agent:

Premium Title, Inc.
14150 Sixth Street
Dade City, FL 33525



Agent's Signature
Sharon B. Sumner

Old Republic National Title Ins. Co.

OWNER'S POLICY Schedule B

Policy No.:
OXFL-8336086

Agent's File Reference:
14-042E

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

1. General or special taxes and assessments required to be paid in the year 2014 and subsequent years.
2. Rights or claims of parties in possession not recorded in the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
4. Easements, or claims of easements, not recorded in the Public Records.
5. Any lien, or right to a lien, for services, labor, or material furnished, imposed by law and not recorded in the Public Records.
6. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land(s) insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
7. Zoning and/or restrictions imposed by governmental authority.
8. Title to personal property is neither guaranteed, nor insured.
9. Any lien provided by County Ordinance or by Ch. 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
10. Subject to restrictions, easements, reservations shown on plat recorded in Plat Book 9, Page 25, Public Records of Pasco County, Florida.
11. Subject to restrictions as contained in instrument filed in Official Records Book 379, Page 165, Public Records of Pasco County, Florida.
12. Items 2 and 5 above are hereby deleted.

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.

CONDITIONS (con't)

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.

OWNER'S POLICY OF TITLE INSURANCE

(with Florida Modifications)



Policy Number **OXFL-08336089** File Number: **14-042F**

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:
PREMIUM TITLE, INC.
14150 6TH STREET
DADE CITY, FL 33525
PHONE: 352-567-5658

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

Attest  Secretary

Old Republic National Title Ins. Co.

OWNER'S POLICY Schedule A

Policy No.:
OXFL-8336089

Date of Policy:
September 18, 2014 @ 03:58 PM

Agent's File Reference:
14-042F

Amount of Insurance: \$10,648.00

Premium: \$100.00

Address Reference: 2221 Prestige Drive, Holiday, FL 34690

1. Name of Insured: Holiday Gardens Utilities, LLC, a Florida Limited Liability Company
2. The estate or interest in the Land that is insured by this policy is: Fee Simple as shown by instrument recorded as Document No. 2014149820 in Official Records Book 9087, Page 2233, of the Public Records of Pasco County, Florida.
3. Title is vested in: Holiday Gardens Utilities, LLC, a Florida Limited Liability Company
4. The Land referred to in this policy is described as follows:

Lot 130, Holiday Gardens Unit One, a subdivision according to the plat thereof recorded at Plat Book 9, Page 25, Public Records of Pasco County, Florida.

Old Republic National Title Ins. Co.

1410 N. West Shore Boulevard, Suite 800, Tampa, Florida 33607 (612) 371-1111

Agent No.: B09371

Issuing Agent:

Premium Title, Inc.
14150 Sixth Street
Dade City, FL 33525



Agent's Signature
Sharon B. Sumner

Old Republic National Title Ins. Co.

OWNER'S POLICY

Schedule B

Policy No.:
OXFL-8336089

Agent's File Reference:
14-042F

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

1. General or special taxes and assessments required to be paid in the year 2014 and subsequent years.
2. Rights or claims of parties in possession not recorded in the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
4. Easements, or claims of easements, not recorded in the Public Records.
5. Any lien, or right to a lien, for services, labor, or material furnished, imposed by law and not recorded in the Public Records.
6. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land(s) insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
7. Zoning and/or restrictions imposed by governmental authority.
8. Title to personal property is neither guaranteed, nor insured.
9. Any lien provided by County Ordinance or by Ch. 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
10. Subject to easements, restrictions and reservations shown on Plat Book 9, Page 25, Public Records of Pasco County, Florida.
11. Subject to restrictions contained in instrument filed in Official Records Book 379, Page 165, Public Records of Pasco County, Florida.
12. Items 2 and 5 above are hereby deleted.

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.

CONDITIONS (con't)

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.