

**APPLICATION FOR TRANSFER OF CERTIFICATES OR FACILITIES
FROM A REGULATED UTILITY TO ANOTHER REGULATED UTILITY**

**(Pursuant to Section 367.071, Florida Statutes, and
Rule 25-30.037(2), Florida Administrative Code)**

Pursuant to Rule 25-30.037(1)(a), F.A.C., if a transfer occurs prior to Commission approval, the utility shall submit an application for authority to transfer no later than 90 days after the sale closing date.

To: **Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 323990850**

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward deposit information to Records.

Initials of person who forwarded check:

MTS 12/2/19

The undersigned hereby makes application for the transfer of facilities and transfer or cancellation of Water Certificate No. 589-W and/or Wastewater Certificate No. 507-S and amendment of Water Certificate No. _____ and/or Wastewater Certificate No. _____ in Polk County, Florida, and submits the following information:

PART I

APPLICANT INFORMATION

A) Contact Information for Utility/Seller. The utility/seller's certificated name, address, telephone 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:

Grenelefe Resort Utility, Inc.
Utility Name

3200 State Road 546
Office Street Address

Grenelefe FL 33844-9720
City State Zip Code

5601 Windhover Drive
Mailing Address (if different from Street Address)

Orlando FL 32819
City State Zip Code

RECEIVED-FPSC
DEC - 2 AM 10:47
COMMISSION

(407) 351-3350 (407) 351-3162
Phone Number Fax Number

51-0302822
Federal Employer Identification Number

mark_waltrip@wgresorts.com
E-Mail Address

NA
Website Address

589-W 507-S
Water Certificate No. Wastewater Certificate No.

B) The contact information of the seller's authorized representative to contact concerning this application:

Mark Waltrip
Name

5601 Windhover Drive
Mailing Address

Orlando FL 32819
City State Zip Code

(407) 351-3350 (407) 351-3162
Phone Number Fax Number

mark_waltrip@wgresorts.com
E-Mail Address

C) Contact Information for Buyer. The buyer's name, address, telephone number, Federal Employer Identification Number, and, if applicable, fax number, e-mail address, website address, and new name of the utility if the buyer plans to operate under a different name. The buyer's business name, and if applicable, new utility name, should reflect the business and/or fictitious name(s) registered with the Department of State's Division of Corporations.

Lake Marion Investment LLC
Buyer's Name

8356 Golden Prairie Dr

Office Street Address

Tampa

FL

33647

City

State

Zip Code

N.A.

Mailing Address (if different from Street Address)

City

State

Zip Code

(917) 385-1467

(N.A) -

Phone Number

Fax Number

84-2826325

Federal Employer Identification Number

johnny_cyy@yahoo.com

E-Mail Address

Lake Marion Investment LLC

New Utility Name

- D) The contact information of the buyer's authorized representative to contact concerning this application:

Chong Yo

Name

8356 Golden Prairie Dr.

Mailing Address

Tampa

FL

33647

City

State

Zip Code

(917) 385-1467

(N.A) -

Phone Number

Fax Number

johnny_cyy@yahoo.com

E-Mail Address

- E) The name, address, telephone number, and if available, e-mail address and fax number of the person in possession of the books and records when the application is filed.

Chong Yo
Name

8356 Golden Prairie Dr.
Mailing Address

Tampa FL 33647
City State Zip Code

(917) 385-1467 (N.A) -
Phone Number Fax Number

johnny_cyy@yahoo.com
E-Mail Address

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

- Corporation _____
Number
- Limited Liability Company _____
L19000215329
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

G) 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 additional sheet if necessary).

Lake Marion Investment LLC, 8356 Golden Prairie Dr. Tampa, FL 33647
Ownership %: 100%

H) Provide the date and state of incorporation or organization of the buyer.
Filing Date: August 22, 2019, Florida

PART II **TRANSFER OF CERTIFICATE**

A) DESCRIPTION OF SALE AGREEMENT

1) Exhibit A - Provide a copy of the contract for sale and all auxiliary or supplemental agreements. If the sale, assignment, or transfer occurs prior to Commission approval, the contract shall include a provision stating that the contract is contingent upon Commission approval.

2) Exhibit A - Provide the following documentation of the terms of the transfer:
a) The date the closing occurred or will occur.

March 20, 2020

b) The purchase price and terms of payment.

To be determined upon completion of due diligences

c) A list of and the dollar amount of the assets purchased and liabilities assumed or not assumed, including those of non-regulated operations or entities.

To be determined upon completion of due diligences

- d) A description of all consideration between the parties, including promised salaries, retainer fees, stock, stock options, and assumption of obligations.

To be determined

- e) Provisions regarding the disposition, where applicable, of customer deposits and interest thereon, guaranteed revenue contracts, developer agreements, customer advances, debt of the utility, and leases.

Part II, Exhibit A

- f) A statement that the buyer will fulfill the commitments, obligations, and representations of the seller with regard to utility matters.

(Part II, A-f), Exhibit B

- g) A provision that the buyer has or will obtain the books and records of the seller, including all supporting documentation for rate base additions since the last time rate base was established for the utility.

(Part II, A-g), Exhibit A

- h) A statement that the utility's books and records will be maintained using the National Association of Regulatory Utility Commissioners (NARUC) Uniform System of Accounts (USOA).

(Part II, A-h), Exhibit B

- i) A statement that the utility's books and records will be maintained at the utility's office(s) within Florida, or that the utility will comply with the requirements of Rule 25-30.110(1)(b) and (c), F.A.C., regarding maintenance of utility records at another location or out-of-state. If the records will not be maintained at the utility's office(s), the statement should include the location where the utility intends to maintain the books and records.

(Part II, A-i), Exhibit B

B) FINANCIAL ABILITY

- 1) Exhibit Will be provided - Provide a detailed financial statement (balance sheet and income statement), audited if available, of the financial condition of the applicant, that shows all assets and liabilities of every kind and character. The financial statements shall be for the preceding calendar or fiscal year. The financial statement shall be prepared in accordance with Rule 25-30.115, F.A.C. If available, a statement of the sources and uses of funds shall also be provided.

- 2) Exhibit _____ - Provide a list of all entities, including affiliates, upon which the buyer is relying to provide funding to the utility and an explanation of the manner and amount of such funding. The list need not include any person or entity holding less than 5 percent ownership interest in the utility. The applicant shall provide copies of any financial agreements between the listed entities and the utility and proof of the listed entities' ability to provide funding, such as financial statements.

Will be provided - Buyer is newly formed entity

C) TECHNICAL ABILITY

- 1) Exhibit A - Provide the buyer's experience in the water or wastewater industry.
Will have contract with professional water and utility management company
Inframark LLC

- 2) Exhibit A - Provide the buyer's plans for ensuring continued operation of the utility, such as retaining the existing plant operator(s) and office personnel, or contracting with outside entities.

D) TERRITORY DESCRIPTION, PUBLIC INTEREST, AND FACILITIES

1) Exhibit A - Provide a legal description of the proposed service area in the format prescribed in Rule 25-30.029, F.A.C.

2) Exhibit _____ - Provide a statement explaining why the transfer is in the public interest.

It is in the public's best interest to have a Utility operator that will operate the Utility for both Operational and Financial sustainability. Lake Marion Investment LLC will redevelop the Resort and provide the needed capital investment.

3) Exhibit B - Provide a statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and compliance with all applicable standards set by the DEP, or, if the system is in need of repair or improvement, has any outstanding Notice of Violation of any standard set by the DEP or any outstanding consent orders with the DEP, the buyer shall provide a description of the repairs or improvements that have been identified, the governmental entity that required the repairs or improvements, if applicable, the approximate cost to complete the repairs or improvements, and any agreements between the seller and buyer regarding who will be responsible for any identified repairs or improvements.

See attached (Part II, D, 3) Exhibit B

4) Exhibit C - 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 transfer.

5) Exhibit D - Provide a copy of all of the utility's current permits from the Department of Environmental Protection (DEP) and the water management district.

6) Exhibit E - Provide a copy of the most recent DEP and/or county health department sanitary survey, compliance inspection report, and secondary water quality standards report.

- 7) Exhibit N.A - Provide a copy of all of the utility's correspondence with the DEP, county health department, and water management district, including consent orders and warning letters, and the utility's responses to the same, for the past five years.
- 8) Exhibit N.A - Provide a copy of all customer complaints that the utility has received regarding DEP secondary water quality standards during the past five years.

E) PROPOSED TARIFF

Exhibit A - Provide a tariff containing all rates, classifications, charges, rules, and regulations, which shall be consistent with Chapter 25-9, F.A.C. See Rule 25-30.037, 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.

F) ACCOUNTING INFORMATION

- 1) Exhibit _____ - Provide the proposed net book value of the system as of the date of the proposed transfer, and a statement setting out the reasons for the inclusion of an acquisition adjustment, if one is requested. If rate base has been established by this Commission, provide the docket and the order number. In addition, provide a schedule of all subsequent changes to rate base.

Docket No. 20170218-WS

- 2) Exhibit _____ - Provide a statement from the buyer that it has obtained or will obtain copies of all of the federal income tax returns of the seller from the date the utility was first established or the rate base was last established by the Commission, whichever is later. If the tax returns have not been obtained, provide a description of the steps taken to obtain the tax returns.

All of the federal income taxes returns have been obtained from the seller and in possession.

- 3) Exhibit _____ - Provide a statement regarding the disposition of outstanding regulatory assessment fees, fines, or refunds owed and which entity will be responsible for paying regulatory assessment fees and filing the annual report for the year of the transfer and subsequent years.

N.A.

- 4) Exhibit ____ - If the buyer currently owns other water or wastewater utilities that are regulated by this Commission, provide a schedule reflecting any economies of scale that are anticipated to be achieved within the next three years and the effect on rates for existing customers served by both the utility being purchased and the buyer's other utilities.

N.A.

G) NOTICING REQUIREMENTS

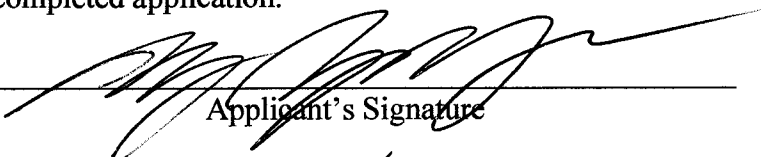
Exhibit - A - Provide proof of noticing pursuant to Rule 25-30.030, F.A.C. This may be provided as a late-filed exhibit.

PART III

SIGNATURE

Please sign and date the utility's completed application.

APPLICATION SUBMITTED BY:



Applicant's Signature

Chong Yo

Applicant's Name (Printed)

Managing Member

Applicant's Title

11-25-2019

Date

Execution Version

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (together with all Exhibits annexed hereto, this "Agreement") is made and entered into as of the Effective Date (as hereinafter defined), by and among **GRENELEFE RESORT, L.L.C.**, a Florida limited liability company ("GR"), **SMOKEY GROVES, LLC**, a Florida limited liability company ("Smokey Groves," and, together with GR, "Seller") and **LAKE MARION INVESTMENT LLC**, a Florida limited liability company ("Buyer").

In consideration of the mutual covenants and agreements herein set forth, Seller and Buyer agree as follows:

1. Sale and Purchase of Assets. Each Seller, as to the portion of the Assets owned by such Seller as set forth in this Section 1, agrees to sell and convey to Buyer, and Buyer agrees to purchase from such Seller, free and clear of all liens and encumbrances except as set forth herein, on the terms and conditions hereinafter set forth, the following:

A. GR is the owner of certain assets consisting of real and personal property associated with the "Grenelefe Golf and Tennis Resort" located in Polk County, Florida (hereinafter the "Resort"). GR agrees to sell and convey, and Buyer agrees to purchase, the following:

(i) the real property identified on Exhibit "A-1" attached hereto consisting of 845.06 acres containing two (2) operating golf courses, one (1) closed golf course, tennis courts, related facilities, convention center, 432 condominium units (representing all of the condominium units currently owned by GR), of the type listed on Exhibit "A-2" (the "Units"), private roads located within the Resort and other improved and unimproved real property (collectively hereinafter referred to as the "Resort Real Property");

(ii) all items of personal property owned by GR and situated at, or used in connection with, the Resort, including all furniture, furnishings, equipment, machinery, vehicles, golf course maintenance equipment, and all replacements thereof installed in, affixed to and/or placed upon the Real Property as of the date of Closing (collectively, the "Personal Property");

(iii) all golf pro shop inventory, food and beverage inventory, supplies, glassware, plates and similar supplies and all other supplies and inventory of all kinds, whether used, unused, or held in reserve storage for future use in connection with the maintenance or operation of the Resort which are owned by GR at Closing (collectively, the "Consumables");

(iv) the issued and outstanding stock (the "Utility Stock") in Grenelefe Resort Utility, Inc., a Florida corporation ("Utility Company"), which owns the potable water and wastewater treatment facility situated on or about the Resort and the associated real property, as more particularly described on Exhibit "A-4" (the "Utility Real Property") attached hereto and incorporated herein by reference;

(v) all trademarks service marks, trade names, domain names, URL's, websites, brands and copyrights and/or other intellectual property (whether or not registered and, if applicable, including, without limitation, pending applications for registration), owned, used, licensed or controlled by GR or its Affiliates relating to the Resort (including the Utility Company) and the operation thereof, together with all logos and/or other identification and entitlements pertaining thereto, as well as all marketing materials, advertising materials, promotional materials and yellow page or similar directory listing used in the operation of the Resort, together with all marketing databases and contact lists for golf or club memberships and condominium rentals (collectively, the "Intellectual Property");

(vi) all permits, approvals, licenses, liquor licenses, telephone numbers (including facsimile numbers), and other entitlements utilized in connection with the operation of the Resort or the Utility Company, to the extent assignable or transferable (the "Licenses and Permits");

(vii) all right, title and interest of GR in and to any and all bookings, contracts or other reservations (including, without limitation, any booking for which a written proposal has been made by or on behalf of GR and accepted by the recipient thereof or for which a written proposal has been received and accepted by or on behalf of GR, regardless of whether any deposit or other amount has been received with respect thereto) for, and all Vouchers (as hereinafter defined) with respect to the future use of guest rooms, recreational facilities, banquet facilities or meeting rooms or other facilities and services of the Resort or located within improvements located on the Resort Real Property, with respect to any period from and after the Closing Date (as hereafter defined), together with any rents and/or other considerations related thereto (collectively, the "Bookings"), and all cash or cash equivalent deposits for the Bookings (other than any such deposits which have been irrevocably forfeited by the depositing party as of the Closing Date and with respect to which GR is no longer obligated to provide any goods or services). As used herein, the term "Vouchers" means any issued and outstanding certificate, coupon, comp card, promotional allowance, voucher or other writing that entitles the holder or bearer thereof to a credit (whether in a specified dollar amount or for a specified item, e.g., a meal, room night or round of golf) to be applied against the usual charge for rooms, meals, rounds of golf and/or such other goods or services. On or before 11: 59 p.m. of the day before the Closing (the "Effective Time"), GR may, in the ordinary course of business, continue to accept Bookings and issue Vouchers; provided, however, from and after the Effective Date, GR will not enter into any Group Bookings (hereinafter defined) which will be effective beyond the Closing Date unless approved in writing by Buyer, which approval by Buyer shall not be unreasonably withheld, conditioned or delayed. "Group Bookings" shall mean any Bookings of guest rooms or condominiums for groups of more than eight (8) persons or tee time reservations for more than twelve (12) rounds of golf. The revenue and expenses associated with such Bookings shall be allocated pursuant to the terms of Section 15(h) hereof. At the Closing, Buyer shall assume in writing all liability for, and Buyer shall accept title to the Resort Assets subject to, and Buyer shall honor the terms of, all outstanding Bookings (and related Vouchers) in existence at the time of Closing, provided that the Bookings and Vouchers are made in the ordinary course of business and subject to the other provisions of this Paragraph;

(viii) all operating, maintenance and service agreements, golf cart leases, sales agreements, reservation agreements, rental agreements, and licenses and permits, (the "Service Agreements and Leases") related to the ownership, operation, or use of the Resort Assets and the SG Real Property (as hereinafter defined), all of which, subject to Section 13 hereof, shall be assumed by Buyer following Closing; and

(ix) all right, title and interest of GR in and to all dues accruing on or after the Closing, if any, pertaining to any existing memberships in the "Greenelefe Golf and Racquet Club" or any equivalent membership club operating in connection with the Resort (collectively, the "Club").

All of the foregoing items described in this Section 1.A. are collectively referred to as the "Resort Assets."

B. Smokey Groves agrees to sell, and Buyer agrees to buy, 277 +/- acres of unimproved real property located at Kokomo Road (C.R. 546), Haines City, Florida, more particularly described on Exhibit "A-3" attached hereto and incorporated herein by reference, together with all entitlements, licenses, permits, and heridaments appertaining thereto (the "SG Real Property").

C. At the time of Closing, Smokey Groves will convey to Buyer by Quit Claim Deed(s) the property obtained by Smokey Groves from Alcoma Corporation by Quit Claim Deed dated April 24, 2007, a copy of which is attached hereto as Schedule 1 and GR will convey to Buyer the property obtained by GR by Quit-Claim Deed from Arrowhead Golf and Country Club, Inc. dated April 24, 2007, a copy of which is attached hereto as Schedule 2 (together, the "Gap Parcels"). Buyer expressly acknowledges and agrees that the conveyance of the Gap Parcels shall be made without representations and/or warranties of any kind whatsoever and the form of such deeds shall be identical to those attached hereto as Schedule 1 and Schedule 2. Further, Buyer acknowledges and agrees that Smokey Groves and GR make no representations and/or warranties with respect to Buyer's ability to obtain title insurance with respect to the Gap Parcels and Smokey Groves and GR shall have no liability in the event Buyer is unable to obtain such insurance coverage nor shall any such insurance coverage constitute a condition to Buyer's obligation to close on the transaction or the purchase of the Assets (as hereinafter defined) The conveyance of the Gap Parcels is being made by Smokey Groves and GR as an accommodation only.

The Resort Real Property, the Utility Real Property, and the SG Real Property are hereinafter collectively referred to as the "Real Property," and the Resort Assets together with , the Utility Real Property and the SG Real Property are hereinafter collectively referred to as the "Assets."

2. Purchase Price and Payment. The purchase price to be paid by Buyer to Seller for the Assets is Thirty-One Million and 00/100 Dollars (\$31,000,000.00) (the "Purchase Price"), which shall be payable to Seller in immediately available U.S. funds as follows:

A. Deposits. On the Effective Date, Buyer shall deposit in escrow as earnest money the sum of One Hundred Thousand Dollars (\$100,000.00) (hereinafter "Deposit") in cash with Greenspoon Marder LLP (the "Escrow Agent"), 201 E. Pine Street, Suite 500, Orlando, Florida, telephone: 407-425-6559. Thereafter, within two (2) Business Days following the expiration of the Inspection Period, Buyer shall make an additional deposit to Escrow Agent in the amount of Nine Hundred Thousand Dollars (\$900,000.00) (the "Additional Deposit"). The Initial Deposit and the Additional Deposit are collectively referred to herein as the "Deposit."

B. Balance to Close. The balance of the Purchase Price, subject to credit, debit, and adjustment as otherwise specifically provided for in this Agreement, shall be paid to Seller at the time of Closing of the transaction as set forth herein.

3. Application of Deposits/Liquidated Damages. If the sale of the Assets is closed on or before the date of Closing (or any extension date provided herein or provided for by the mutual written consent of the parties hereto), the Deposit, together with accrued interest, if any, shall be applied (and paid over to Seller) on the date of Closing, as a credit against the amount otherwise payable under Paragraph 2B at the Closing. If the sale of the Assets is not closed by the date of Closing (or any extension date provided herein or provided for by the mutual written consent of the parties hereto) due to failure of performance by Seller, the Deposit made hereunder, together with accrued interest, if any, shall be returned and refunded to Buyer and Buyer's sole remedy for such a default shall be to receive a refund of the Deposit. If the sale of the Assets is not closed on or before the date of the Closing (or any extension date provided for herein or provided for by the mutual written consent of the parties hereto) due to failure of performance by Buyer (other than the termination by Buyer of this Agreement as provided herein), the Deposit shall be forfeited by Buyer, and the sum thereof shall be paid to Seller by the Escrow Agent as liquidated damages and as Seller's sole and exclusive remedy against Buyer; Buyer and Seller hereby agreeing that inasmuch as actual damages, if any, to Seller would be speculative and difficult to ascertain, the Deposit constitutes a good faith estimate of Seller's damages and shall serve as complete liquidated damages to Seller in the event of such a default by Buyer and Buyer shall have no further obligation or other liability hereunder. Upon request, Buyer shall update Seller as to the status of its diligence efforts.

4. Inspection Period. Buyer shall have ninety (90) days following the Effective Date (the "Inspection Period") in which to perform all of its due diligence with respect to the Assets in order to determine whether it wishes to proceed with the transaction. Buyer shall be entitled to terminate this Agreement, receive a refund of all Deposits made hereunder, and the parties shall be relieved of all liability and obligation hereunder in the event Buyer, for any reason whatsoever, determines that it does not wish to proceed with this transaction and provides written notice of same to Seller and Escrow Agent in accordance with the notice provision contained herein on or before 5:00 pm EST on the last day of the Inspection Period (the "Termination Deadline"). In the event that Buyer fails to provide to Seller written notice of termination of this Agreement on or before the Termination Deadline, the Deposit shall be deemed earned and non-refundable, except in the case of a default by Seller.

A. Buyer's Investigation of the Assets. During the term of this Agreement, Buyer and its agents, contractors or employees shall have the right to enter upon the Real Property for the purpose of performing its due diligence, provided said activities shall not in any way permanently damage, nor unduly interfere with the use, ownership, and/or operation of the Real Property or the Assets. Buyer may not perform any testing of the Real Property as part of its due diligence work without first delivering to Seller a certificate of insurance issued by an insurance company reasonably acceptable to Seller certifying that Buyer is covered by a commercial general liability insurance policy in the amount of at least \$1,000,000 and naming Seller as an additional insured. Buyer shall give Seller reasonable prior notice before Buyer enters upon the Real Property. If Buyer elects to terminate this Agreement in accordance with this Section 4, Buyer shall return the Real Property to the condition the Real Property was in prior to such test, inspection or investigation, and Buyer shall indemnify and hold Seller harmless against all liens (whether common law or statutory), claims, demands and causes of action, including reasonable attorneys' fees and court costs, whether incurred before or during the trial or during any appellate or bankruptcy proceeding, for non-payment for labor, services or materials rendered to, or for the benefit of, Buyer in connection with the completion or conduct of its due diligence and against liability for damage or injuries to persons or property arising directly or indirectly from any activity on or in connection with the Real Property or Assets by Buyer, or any agent, employee or independent contractor of Buyer. Such indemnification and hold harmless obligation shall not extend to the discovery or disturbance of pre-existing conditions, including, without limitation, environmental contamination of the Real Property. The obligation to restore or repair the Real Property and the indemnification obligations set forth above shall survive the termination or expiration of this Agreement.

During the term of this Agreement, Buyer, and Buyer's agents, employees, contractors, surveyors, engineers, architects and other consultants, shall have the right, at Buyer's expense, to contact any federal, state, county, municipal or other governmental or quasi-governmental department, entity, authority, commission, board, bureau, court, agency, or other instrumentality of any of them, or any utility franchisee, having jurisdiction over (or providing services to) the Assets, or any portion thereof, including, without limitation, the U.S. Environmental Protection Agency, U.S. Army Corps of Engineers, the Department of Environmental Protection, the Water Management District(s) with jurisdiction over the Real Property, the Public Service Commission, and the state, county and/or municipality in which the Land is located (a "Governmental Authority," or "Governmental Authorities") regarding the Assets or the Real Property. Following the expiration of the Inspection Period and provided Seller has delivered the Additional Deposit to Escrow Agent as required hereunder, Buyer shall be entitled, subject to Seller's reasonable approval and at no cost to Seller, to submit applications or requests with governmental or quasi-governmental agencies for site plan approval for the Real Property and/or the Resort Assets ("Zoning Approval") and for PSC approval of the transfer of the Utility Stock (as hereafter described) ("PSC Approval"); provided, however, Buyer shall not, without Seller's prior written consent, take any action, which would lead to any final change in zoning, parcelization, licenses, permits or other entitlements or any restriction on the use of the Resort Assets or the Real Property or the transfer of the Utility Stock prior to Closing or which cannot otherwise be abandoned by Seller if Buyer fails to Close hereunder. In no event shall Buyer make or file any applications, or take any other action, which would preclude, inhibit, restrict or

modify in any substantial and adverse manner Seller's ability to use and operate the Resort Assets, the Real Property, or the Utility Company as it is currently used and operated as of the Effective Date. Seller shall be entitled to notice of and representation at any meeting with Governmental Authorities dealing with Zoning Approval or PSC Approval.

During the Inspection Period, Seller shall use its commercially reasonable best efforts to allow Buyer or its agents or representatives to inspect the interiors of all Resort Real Property, including, but not limited to, the Units; provided, however, Buyer and its agents and representatives shall not conduct any activities pursuant to such inspections which would inappropriately interfere with or disturb any tenant under any Unit lease ("Tenant"). Seller shall be entitled to have a representative attend any inspection of a leased Unit. Except as otherwise permitted herein, Buyer shall not communicate with any Tenant or any homeowner without Seller's express written consent.

B. Seller's Information. Within five (5) Business Days following the Effective Date, to the extent not previously delivered or made available to Buyer, Seller shall provide Buyer with true, correct and complete copies of or access to all information concerning the Assets ("Seller's Information") in Seller's possession or control, including, but not limited to, copies of permits, surveys, environmental reports, existing owner's title insurance policies for all of the Real Property, contracts, leases (including a current rent roll and a copy of the TIIF Lease), schedule of employees and contract labor for the Resort (including hire date, salary, benefits, status and reviews), schedule of condominium or other HOA assessments against the Resort Real Property), minutes of condominium association and other HOA, if any, minutes for prior two (2) years, and a 12-month history of Bookings (hereafter defined), and the due diligence items for the Utility Company described on Exhibit "A-5" attached hereto and incorporated herein by reference (the "Utility Due Diligence Items"). If any items comprising the Seller's Information are too voluminous or too cumbersome to copy, Seller shall make available to Buyer and its agents and consultants, such voluminous/cumbersome items of the Seller's Information at the Seller's offices or at the offices of Seller's consultants, for review and copying at Buyer's expense. Buyer expressly acknowledges and agrees that, if this transaction does not close for any reason, Buyer shall, within five (5) Business Days of such termination or failure to close, return to Seller all copies of all Seller's Information or other documents provided by Seller to Buyer under this Agreement. Moreover, in the event this transaction fails to close for any reason other than Seller Default, Buyer shall provide Seller, at no cost to Seller, any and all surveys, environmental reports, soil reports, and other reports related to the physical condition of the Assets, generated, or otherwise created by Buyer or its consultants, engineers, employees and/or agents in connection with its review of the Resort Assets and/or the Real Property; provided, however, Buyer shall not be obligated to provide Seller with copies of any feasibility studies, market analyses, site plans, construction plans, preliminary plats, appraisals, traffic studies, or any other reports or information that discloses or depends upon Buyer's prospective plans for the use of the Assets.

Except as may be required in order to permit Buyer to complete its due diligence work, all information set forth in the documents delivered by Seller to Buyer, or otherwise obtained by Buyer in connection with its due diligence, reviewed by Buyer or its agents shall be deemed

“Confidential Information” held in confidence until Closing and, in the event that Closing does not occur, after the Closing Date; provided, however, the foregoing restrictions shall not be construed as preventing Buyer from disclosing pertinent information to its lender(s) and/or partner(s) or investors or financial advisors, attorneys or accountants or as otherwise required by applicable law.

C. Environmental Reports. Buyer, at its option, may obtain, review and approve (as satisfactory to Buyer, in its sole discretion) a Phase I (and Phase II, if applicable) environmental study with respect to the Property prepared by environmental consultants reasonably acceptable to Buyer and addressed to Buyer (the "Environmental Study"). Any such Environmental Study shall be conducted at Buyer's sole cost and expense. In the event Buyer elects not to close on the transaction, Buyer shall provide Seller with the original of such Phase I (and Phase II, if applicable) report at Seller's request and Seller shall (provided that Seller has requested a copy of such reports) reimburse Buyer for the cost of such reports thereof. Buyer shall obtain such Environmental Study and approve such report and inspection (or disapprove the same and thereby terminate this Agreement) prior to the expiration of the Inspection Period.

5. Title and Survey. At the Closing, each Seller shall convey to Buyer, by statutory special warranty deed, valid, good, marketable and insurable title in fee simple to the portion of the Real Property owned by such Seller, together with all improvements located thereon, free and clear of any and all liens, encumbrances, conditions, easements, assessments, restrictions and other conditions except only the following (collectively, the "Permitted Exceptions"): (a) general real estate taxes and special assessments for the year of Closing and subsequent years not yet due and payable; (b) covenants, conditions, easements, dedications, rights-of-way and matters of record; and (c) any other matter shown on the Title Commitment (defined in Section 5.A. below) to which Buyer fails to object, or which Buyer agrees to accept, pursuant to Sections 5.A. and B. hereof.

A. Title Insurance. Within twenty (20) Business Days following the Effective Date, Seller shall, at Seller's sole expense, deliver to Buyer a commitment or commitments (hereinafter, collectively, the "Commitment") for an Owner's policy of title insurance covering the Resort Real Property, the Utility Real Property, and the SG Real Property from a nationally recognized title insurer ("Title Agent"), each in an insured amount equal to the portion of the Purchase Price allocable to such real property (the "Allocable Amount"), which Allocable Amount shall be agreed upon by Seller and Buyer prior to the expiration of the Inspection Period. So long as Seller orders the Commitment promptly after the Effective Date, if the Commitment is not received from the title company by the deadline for delivery to Buyer, Seller shall not be in default for its failure to deliver the Commitment by the stated deadline; but in such event, the Title Objection Deadline (defined below) shall be extended day for day for each day that the delivery of the Commitment is delayed. On or before the date that is ten (10) calendar days prior to the expiration of the Inspection Period ("Title Objection Deadline"), Buyer agrees to approve or disapprove in its sole discretion the Commitment, including the exceptions thereon. If Buyer fails to give written notice of objection to Seller on or before the Title Objection Deadline, all matters reflected on the Commitment (other than Monetary Encumbrances, as hereafter defined),

including the Permitted Exceptions, shall be deemed to be acceptable encumbrances to title to the Real Property.

If Buyer timely files a written objection to any item appearing on the Commitment or Survey (other than the Permitted Exceptions) on or before the expiration of the Title Objection Deadline, then Seller shall have the right, but not the obligation, to use reasonable diligence to remove, discharge or correct such liens, encumbrances or objections and shall have a period of twenty (20) days after receipt of notice thereof in which to do so (and if necessary, in Seller's sole discretion, Seller may extend the Closing Date to allow Seller to accomplish same). Seller shall not in any event be obligated to pay any sums of money or to litigate any matter in order to remove, discharge or correct any lien, encumbrance or objection raised by Buyer pursuant to this section. Notwithstanding the foregoing, Seller shall discharge and release at or prior to Closing any mortgages, security interests and other monetary liens encumbering the Real Property and any improvements thereon, including, without limitation, claims and liens against the Real Property and any improvements thereon made by contractors, suppliers or workers for work performed upon, or materials supplied to, the Real Property (collectively, "Monetary Encumbrances"). If Seller is unwilling or unable to remove or discharge liens, encumbrances or objections other than Monetary Encumbrances within such 20-day period, then Buyer may, at its option, no later than five (5) days after Seller notifies Buyer in writing of Seller's unwillingness or inability, either terminate this Agreement with respect to all of the Real Property and receive the return of the Deposit or accept title to all of the Real Property subject to such matters without reduction of the Purchase Price. If Buyer fails to make an election within such 5-day period, Buyer shall be deemed to have elected to terminate this Agreement in which event the Deposit, together with accrued interest thereon, shall be refunded to Buyer, and thereafter neither Seller nor buyer shall have any further rights or obligations hereunder except that Buyer shall remain obligated with respect to the indemnities and obligations of this Agreement which specifically survive termination.

Not more than ten (10) days, nor fewer than five (5) days, before the Closing, Seller shall, at its sole cost and expense, deliver to Buyer an update to the Title Commitment (the "Title Update") covering the Real Property. If the Title Update contains any new matters which did not appear on the original Title Commitment, and such items have not been approved or waived by Buyer in accordance with this Agreement, Buyer shall have the right to object to such new or different conditions in writing prior to the Closing. If Buyer so objects, the Closing shall be postponed and Seller shall have five (5) days after receipt of Buyer's new title objections in which to notify Buyer whether Seller agrees to attempt to cure the objections to Buyer's satisfaction, it being understood and agreed that Seller shall have no obligation to do so except for Monetary Encumbrances. All rights and obligations of the parties with respect to objections arising from the Title Update shall be the same as objections to items appearing in the Commitment, subject to the provisions of this Section.

B. Survey. Prior to the Title Objection Deadline, Buyer shall have the right, at its own cost and expense, to order and approve, as satisfactory to Buyer in its discretion, an updated survey or a new survey of the Real Property (the "Survey"). In order to allow the Title Agent to delete the survey exception from the Commitment, the Survey shall verify the location of the

Real Property, shall verify the legal descriptions on Exhibit "A-1," Exhibit "A-3" and Exhibit "A-" attached hereto as the accurate legal description of the Real Property, shall show the accurate location of improvements, easements and restrictions identifying the easements and restrictions by applicable recording data, shall show building (including designated expansion areas) and land areas, public and private setback lines, widths of adjacent public streets, all parking spaces (and shall show the number thereof) and utility availability through dedicated easements or public rights of way, shall certify that the Real Property is not located in a special flood hazard area, shall certify as to the square footage of the Real Property and of the improvements thereon, shall be prepared by a surveyor licensed in the State of Florida, shall be accompanied by an ALTA Minimum Survey Standards Certificate and Certificate of Conformity with the Joint Standards established by ALTA and ACSM, and shall be certified to Buyer, Title Agent and such other persons as Buyer may direct. Buyer agrees to review and approve the Survey and certificates or disapprove same prior to the Title Objection Deadline, and any matter objected to by Buyer prior to the expiration of the Title Objection Deadline (other than a matter stemming from a Permitted Exception) shall be treated in the same manner as a title objection under Section 5.A. above.

6. Reserved.

7. Utility Stock. Buyer hereby acknowledges that the transfer of the Utility Stock pursuant to this Agreement is subject to the provisions of Florida Statutes § 367.071. While such section provides in pertinent part that the transfer of stock of any utility is subject to Public Service Commission ("PSC") approval, Buyer expressly acknowledges and agrees that the transfer of the Utility Stock at Closing shall be an absolute transfer of such Utility Stock at the Closing. In accordance with Florida Statutes § 367.071(1), the transfer of the Utility Stock is a condition precedent to Buyer's obligation to close hereunder. Buyer agrees that following the Effective Date, Buyer shall use reasonable diligence in preparing for filing any and all applications (the "PSC Application") necessary for transfer of the Utility Stock or the permits associated with the operation of the Utility; and Seller agrees to cooperate in such applications, at no expense to Seller, provided, however, Buyer shall not be entitled to take any action with respect to the Utility Stock or Utility permits which would or could lead to any final change in ownership, licenses, permits or other entitlements or any other restriction on the use of the Utility or the Utility Real Property prior to Closing or which cannot otherwise be abandoned by Seller in the event Buyer fails to close on the purchase contemplated by this Agreement. In the event that Buyer has not obtained PSC Approval as of the Closing Date, provided that Buyer has submitted the PSC Application within thirty (30) days after receipt from Seller of the Utility Company Due Diligence Items and has promptly and diligently responded to any requests by the PSC and pursued the PSC Application in good faith, Buyer shall have the right to elect via written notice to Seller to either (i) move forward and close on the Closing Date, with \$1,500,000.00 of the sales proceeds held back and placed in escrow with the closing agent pursuant to a mutually agreed escrow agreement, which escrowed funds shall be (a) released to Seller upon such time as the PSC Approval is obtained by Buyer; or (b) released to Buyer in the event that the PCS denies the PSC Application; or (ii) extend the Closing Date for one (1) thirty (30) day period, and if the PSC Approval is not obtained by the extended Closing Date, the parties shall move forward and close on the extended Closing Date, with \$1,500,000.00 of the sales proceeds held back and

placed in escrow with the closing agent, which escrowed funds shall be (a) released to Seller upon such time as the PSC Approval is obtained by Buyer; or (b) released to Buyer in the event that the PCS denies the PSC Application. Seller shall have the right, but not the obligation, upon advance written notice to Buyer, to participate in the PSC Application process in order to facilitate the PSC Approval. The provisions of this Section 7 shall supersede the provisions of Section 2 hereof with respect to the amounts to be delivered at Closing.

Buyer hereby agrees to indemnify and hold Seller harmless from and against any and all claims, debts, duties, obligations, fines, penalties, suits, demands, causes of action, damages, losses, fees and expenses (including, without limitation, attorneys' fees and expenses and court costs) (collectively the "Claims") arising from, or related to, the ownership, use, or operation of the utility or any facilities, land, or other property, real or personal related thereto after the Closing, and Seller hereby agrees to indemnify and hold Buyer (or its designee to hold title to the Utility Stock) harmless from and against any and all Claims with respect to the ownership, use, or operation of the utility or any facilities, land, or other property, real or personal related thereto arising from or related to the period that Seller owned the Utility Stock. The foregoing indemnification provision shall survive the Closing.

8. Liquor Licenses. Buyer shall apply for and obtain any and all the retail beverage licenses (collectively, "Liquor Licenses") necessary for the operation of the restaurants, lounges and bars presently located within the Resort. Seller shall cooperate with Buyer, at no expense to Seller, as reasonably requested in connection with Buyer's application(s) for the Liquor Licenses.

9. Submerged Lands Lease. GR discloses to Buyer that GR is the lessee under that certain Sovereignty Submerged Lands Lease with the Trustees of the Internal Improvement Fund dated effective as of October 22, 2016, which has a current termination date of October 22, 2021 (the "TIIF Lease"). To the extent assignable, GR agrees to assign, and Buyer agrees to assume, the TIIF Lease at the Closing. GR agrees to indemnify and hold Buyer harmless from and against any claims arising under the TIIF Lease prior to Closing and during the period that GR has owned the Resort Property, and Buyer agrees to indemnify and hold Seller harmless from and against any claims arising under the TIIF Lease from and after Closing and during the period that Buyer or its designee owns the Resort Property. Any rent due under the TIIF Lease shall be prorated at Closing.

10. Tenant Leases. Buyer hereby agrees to assume at Closing all of the leases then in effect for condominium units or other residential units within the Resort and comprising a part of the Assets, copies of which shall be made available to Buyer as part of the Seller's Information (the "Tenant Leases"). GR does not represent or warrant that any particular Tenant Lease will be in force or effect at Closing or that the tenants under the Tenant Leases will have performed their obligations thereunder. The termination of any Tenant Lease prior to Closing by reason of the Tenant's default shall not affect the obligations of Buyer under this Agreement in any manner or entitle Buyer to an abatement of or credit against the Purchase Price or give rise to any other claim on the part of Buyer. Seller shall pay all amounts due under any Tenant Lease which accrue prior to the Effective Time, and Buyer shall pay all amounts accruing after the Effective Time. Rents (including advance rents) under the Tenant Leases shall be pro rated as of the

Effective Time. Buyer shall promptly pay to GR any rent actually collected by Buyer which is applicable to the period preceding the Effective Time, and Seller shall promptly pay to Buyer any rent actually collected by Seller which is applicable to the period on or after the Effective Time. All rent received by Seller or Buyer shall be applied first to then current rent and then to delinquent rent, if any, in the inverse order of maturity. After Closing, Buyer shall exercise commercial reasonable diligence to collect all rent arrearages in accordance with Buyer's normal collection practices; provided, however, that, unless Buyer is also instituting litigation to collect rent under a Tenant Lease due after the Closing, Buyer need not institute litigation to collect rent due under such Tenant Lease prior to Closing. Seller shall be permitted to pursue its legal and equitable remedies for collection of any rent arrearages applicable to the period prior to the date of Closing, at Seller's cost, and Buyer shall cooperate with Seller's efforts, provided that Buyer shall incur no cost or expense in connection therewith. Buyer expressly acknowledges and agrees that until the Closing, Seller shall have the right to enter into such Tenant Leases and/or renewals of existing Tenant Leases as Seller may deem necessary and/or appropriate; provided, however, that any such new or renewed Tenant Leases shall not be for a term in excess of one (1) year from the date of the execution of such new or renewed Tenant Lease. All refundable deposits under Tenant Leases in effect at the Closing as well as all non-refundable deposits paid under such Tenant Leases for clean-up, repair, pet or other purposes shall be credited to Buyer on the closing statement.

11. Employment and Employee Benefit Matters.

A. WARN Act. Seller shall cause the employment of all employees of Seller at or from the Resort Real Property and the SG Real Property (collectively, "Employees"), to be terminated as of the Effective Time and to use reasonable efforts to encourage such Employees to accept employment with Buyer, if requested by Buyer to do so, and Seller shall be responsible for any notice or other requirements applicable to the transaction under the Worker Adjustment and Retraining Notification Act (or similar local or state laws or regulations) (collectively, the "WARN Act"). Seller shall be solely responsible for, and shall cash out by payment, all employee wages, salaries, vacations, sick leaves, benefits and other payments, if any, due the Employees through the Effective Time. Seller discloses to Buyer that it may choose to find alternate positions with Affiliates of Seller for some or all of the Employees hired by an Affiliate of Seller, and therefore cannot and does not represent or guaranty to Buyer that any of the Employees will be available for rehire after Closing by Buyer. Subject to the foregoing caveat, Buyer or one of its Affiliates may rehire Employees upon such terms and for such compensation as Buyer may elect in its sole and absolute discretion. Within ten (10) Business Days after the Effective Date (as part of Seller's Information), Seller shall provide Buyer with a list of all Employees, together with all relevant compensation, benefit and other information related to such Employees. Seller shall provide Buyer with an updated list of Employees no later than seven (7) calendar days prior to the Closing. Buyer will not divulge to the Employees that Buyer is purchasing the Assets more than ten (10) days prior to the Closing.

B. Indemnification.

(i) Seller hereby agrees to indemnify, defend and hold harmless Buyer, its Affiliates, and their respective shareholders, partners, directors, officers, employees, representatives and agents, successors and assigns, from and against any and all claims, demands, liabilities, obligations, actions, suits, proceedings, losses, damages, costs, expenses, assessments, judgments, recoveries and deficiencies, including interest, penalties and reasonable attorney's fees of every kind and description, contingent or otherwise, occasioned by, arising out of or resulting from Seller's failure to discharge any of the obligations and liabilities of Seller under subsections A and C of this Section 11, including, without limitation, from all liability under the WARN Act.

(ii) Buyer hereby agrees to indemnify, defend and hold harmless Seller, its Affiliates, and their respective shareholders, partners, directors, officers, employees, representatives and agents, successors and assigns, from and against any and all claims, demands, liabilities, obligations, actions, suits, proceedings, losses, damages, costs, expenses, assessments, judgments, recoveries and deficiencies, including interest, penalties and reasonable attorney's fees of every kind and description, contingent or otherwise, occasioned by, arising out of or resulting from Buyer's failure to discharge any of the obligations and liabilities of Buyer under subsections A and C of this Section 11.

C. Cooperation. Buyer and Seller agree to cooperate reasonably with each other to the extent legally permissible in the defense of any claims brought by or on behalf of Employees or former Employees against Seller or Buyer. Such cooperation shall include but not be limited to, providing: (i) workers compensation claims processing; (ii) access to and copying of personnel records to the extent legally permissible; and (iii) for the availability of employees for such matters as interviews and depositions.

D. Survival. This Section 11 shall survive the Closing as irrevocable indemnifications by both parties and shall not be deemed merged into any instrument of conveyance delivered at the Closing.

12. Membership Plans. Seller and Buyer acknowledge that the condominium documents applicable to some of the Resort Real Property indicate that every unit owner is required to be a member in the "Grenelefe Golf and Racquet Club." Seller represents and warrants to Buyer that, during its ownership of the Resort, it has *not* enforced these membership provisions. Seller has operated the recreation facilities at the Resort as a private club, and all membership deposits will be credited to Buyer at Closing and all membership dues collected by Seller prior to Closing will be prorated as of the Closing date. Seller shall indemnify and hold Buyer harmless from and against any Claims against Buyer arising from a breach of this representation.

13. Service Agreements and Leases. During the Inspection Period, Buyer shall notify Seller of any Service Agreements and Leases (other than Tenant Leases) that Buyer desires terminated on or before Closing, and Seller shall use commercially reasonable efforts to terminate and/or eliminate same, provided, that in the event Seller is unable to do so, Buyer shall assume such agreements at the Closing notwithstanding Seller's failure or inability to terminate same (other than any Service Agreements or Leases with any Affiliate of Seller). Upon Closing, Seller and

Buyer shall enter into an assignment and assumption of all Service Agreements and Leases relating to any of the Assets which have not been terminated or which Buyer has otherwise agreed to assume. Prior to Closing, Seller shall not enter into any new Service Agreements or Leases (other than Tenant Leases) that would survive the Closing or are not terminable without penalty upon thirty (30) days' prior written notice without the Buyer's prior written consent, which consent shall not be unreasonably withheld or delayed.

14. Closing.

A. Closing Date and Location. This transaction shall be closed and the balance of the Purchase Price due and owing to purchase the Assets paid to Seller (the "Closing") on or before the date that is sixty (60) days following the expiration of the Inspection Period (the "Closing Date").

B. Closing Documents. At Closing, each Seller and Buyer, where applicable, shall execute and deliver or cause to be executed and delivered the following documents (the "Closing Documents"):

(i) Deed. A special warranty deed transferring and conveying good, marketable and insurable fee simple title to the Resort Real Property and the SG Real Property owned by its appropriate Seller to Buyer, free and clear of all liens, encumbrances and other conditions of title other than the Permitted Exceptions;

(ii) Seller's Affidavit. An affidavit from each Seller (including for this purpose, the Utility Company), in form satisfactory to Title Agent, attesting that: (a) no individual, entity or Governmental Authority (except as to work performed at the direction of Buyer) has any claim against the Real Property under the applicable construction lien law; (b) except for the rights of tenants under Tenant Leases previously provided to Buyer, no individual, entity or Governmental Authority is either in possession of the Real Property or has a possessory interest or claim in the Real Property; and (c) no improvements (except as to work performed at the direction of Buyer) to the Real Property have been made for which payment has not been made, and containing information necessary to enable the Title Agent to delete exceptions to the Commitment for matters appearing between the effective date of the Title Commitment and the effective date of the Title Policy (the "Gap"), parties in possession and boundary disputes;

(iii) FIRPTA. An affidavit from each Seller, in form satisfactory to Title Agent, reaffirming Seller's certification that Seller is not a foreign person under the Foreign Investment in Real Property Tax Act of 1980, as amended;

(iv) Seller's Formation Documents. Documents evidencing each Seller's (including for this purpose, the Utility Company) existence and good standing under the laws of the state in which Seller was incorporated or formed and the State of Florida, and documents evidencing, in form and substance satisfactory to the Title Agent, the authorization of the transactions herein contemplated by each Seller and the authority of its representative(s) to execute and deliver this Agreement and the Closing Documents;

(v) Buyer's Formation Documents. Buyer (or its permitted assignee) shall provide documents evidencing its existence in good standing under the laws of the state in which it was incorporated and formed and in the State of Florida, the documents evidencing, in form and substance satisfactory to the Title Agent, the authorization of the transactions herein contemplated by Buyer (or its permitted assignee) and the authority of its representative(s) to execute and deliver this Agreement and the Closing Documents;

(vi) Bill of Sale. One or more bills of sale transferring the Personal Property and the Consumables owned by GR to Buyer or its designee;

(vii) Assignments of Entitlements. An assignment and assumption, in recordable form, of Seller's right, title and interest in and to any and all Licenses and Permits, to the extent assignable, including, but not limited to, an assignment and assumption of the TIIF Lease, and an assignment, without representation or warranty by GR, of "Developer" status under the master association and condominium documents affecting portions of the Resort Real Property.

(viii) Assignment of Service Agreements and Leases. An assignment of the Service Agreements and Leases which are to survive the Closing in accordance with Section 13 above, together with the originals of such agreements (to the extent in possession of Seller). Such Assignment of Service Agreements and Leases shall contain an indemnity from Buyer indemnifying Seller from any and all obligations thereunder following Closing and an indemnity from Seller indemnifying Buyer from any and all obligations thereunder prior to Closing.

(ix) Assignment of Bookings and Vouchers. An assignment and assumption of the Bookings and Vouchers pursuant to the terms of Section 1.A.(vii), to be executed by Seller and Buyer.

(x) Assignment of Intellectual Property. To the extent assignable, and subject to the terms set forth herein, an assignment of all of Seller's right, title and interest, if any, in and to the Intellectual Property. Seller hereby represents and warrants that it has not received any notice from any third party disputing Seller's right, title or interest in and to the Intellectual Property or claiming any right, title or interest therein.

(xi) Assignment of Tenant Leases. An assignment and assumption of all existing Tenant Leases in accordance with the terms of Section 10 above, to be executed by Seller and Buyer, together with the original of all Tenant Leases and any amendments thereto. Such Assignment of Tenant Leases shall contain an indemnity from Buyer indemnifying Seller from any and all obligations thereunder following Closing and an indemnity from Seller indemnifying Buyer from any and all obligations thereunder prior to Closing.

(xii) Transfer of Utility Stock. Seller shall endorse any existing stock certificates to Buyer at the Closing and/or Seller shall endorse a stock power in blank to the Utility Stock at such time.

(xiii) Employment Files. Original employment files for all Employees Buyer will rehire after the Closing, to the extent permitted by law, including those, if any, employed by the Utility Company.

C. Prorations. Not less than one (1) Business Day prior to the Closing, GR shall provide to Buyer the following:

(a) Schedule of all prorations to be made as of the Effective Time, together with reasonable back-up therefor.

(b) Schedule of all Vouchers (and terms and conditions thereof) issued by GR.

(c) Schedule of all Bookings.

(d) Rent Roll for the Tenant Leases then in effect.

(e) Inventory of Personal Property and Consumables.

D. Closing Statement. A closing statement setting forth the Purchase Price, the Deposit and any accrued interest being applied at the Closing, all credits, adjustments and prorations between Seller and Buyer, and the net proceeds due Seller, to be executed by Seller and Buyer.

E. Additional Documents. Such other affidavits, partnership agreements, Service Agreements, certificates of good standing, resolutions, consents and the like from Seller (including for this purposes, the Utility Company) or other third parties as may be required by the Title Agent and approved by Buyer's counsel, on or in forms customarily used by the Title Agent, in order to issue the owner's policy of title insurance as specified herein and any other documents required by this Agreement or reasonably necessary in order to close this transaction.

F. Closing Costs. Seller shall pay for the following items at the time of the Asset Closing: (a) the costs of the Title Commitment and any premium for the owner's policies of title insurance required herein and any fees relating to any title curative instruments, excluding Buyer desired endorsements ; (b) documentary stamp taxes on the deeds; and (c) Seller's attorney's fees. Buyer shall pay for the following items at the time of the Closing: (i) survey costs; (ii) any loan policy of title insurance and endorsements requested by Buyer's lender; (iii) fees for recording the deeds; (iv) Buyer's attorney's fees; (v) all costs relating to Buyer's due diligence and any financing of the acquisition; and (vi) the cost of any Buyer desired endorsements to the owner's policy (other than as set forth in subparagraph (a) of this paragraph. All such costs are in addition to other costs and expenses allocated to the parties elsewhere in this Agreement.

15. Prorations. The following items shall be prorated between Seller and Buyer as of the Effective Time on the basis of a three hundred sixty-five (365)-day year and the actual number of

days elapsed to the Closing or the actual number of days in the month in which the Closing occurs and the actual number of days elapsed in such month to the Closing Date, as applicable; such prorations favoring Buyer shall be credited against the Purchase Price, and such prorations favoring Seller shall increase the amount due to Seller at Closing:

A. General. Except as otherwise provided herein, all rentals, revenues and other income, if any from the Assets, and operating expenses, if any, affecting the Assets shall be prorated as of the Effective Time. For purposes of calculating prorations, Buyer shall be deemed to be entitled to the Assets, and therefore entitled to the income and responsible for the expenses for the entire day of the Closing.

B. Tenant Leases. Rent shall be prorated and deposits credited as set forth in Section 10 above.

C. Property Taxes. Real and personal property taxes (state, county, municipal, school and fire district, and other local real estate taxes and personal property taxes) shall be prorated based upon gross taxes for the current year, if known. If Closing occurs before the current year taxes are fixed as to amount but the assessment valuation is available, the taxes shall be prorated based upon assessment using the millage rate for the prior year. If the assessment for the Closing year is not available, the proration shall be done using the previous year's tax figures; provided however, if there have been improvements the previous year, then the taxes shall be prorated as to the date of Closing based upon the previous year's amount agreed upon between the parties to fairly cover the improvements. If the parties cannot agree, a formal request for an informal assessment shall be made to the County Tax Assessor, as to which assessment shall be used. However, the parties may readjust any proration based upon an estimate when a tax statement is received provided such adjustment is in excess of \$500.00. This agreement shall survive the Closing and be binding on all parties hereto and either party may exercise the right provided hereunder.

D. Special Assessments. Certified, confirmed or ratified special assessment liens as of the Closing Date are to be paid by Seller. Pending liens as of the Closing shall be assumed by Buyer; provided, however, that where the improvement has been substantially completed as of the Closing, such pending lien shall be considered as certified, confirmed or ratified, and Seller shall, at Closing, be charged an amount equal to the last estimate by the public body of the assessment for the improvement.

E. Utility Charges. Seller shall use reasonable efforts to cause any applicable utility meters to be read on the day prior to the Closing, and will be responsible for and pay the cost of any applicable utilities used prior to the Closing. If the meters are not read as herein set forth, all such expenses shall be prorated on the basis of the most recent actual (not estimate) bill for such service with an adjustment to be made after Closing as required below. Seller shall receive a credit on the closing statement for any deposits made by Seller as security, provided such deposit is transferable and remains on deposit for the benefit of Buyer. Seller shall have the right to a return of any deposits in the form of letters of credit or bonds upon Closing, and Buyer shall be responsible for posting any substitute deposits required therefor from and after Closing. Buyer

shall be responsible for causing such utilities and services to be changed to its name as of Closing and shall be liable for and shall pay all utility bills for services rendered after the Effective Time.

F. Insurance. Notwithstanding anything to the contrary, there shall be no apportionment of amounts paid or payable for Seller's insurance relating to the Assets, which insurance shall not be assigned to Buyer at Closing except as expressly provided in Section 25 hereof, and Seller shall be entitled to any refunds and payments with respect to its insurance relating to the Assets except as expressly provided in Section 25 hereof (it being understood that Buyer shall be solely responsible for obtaining insurance coverage, in such amounts as it desires or is required by law or the Agreement to obtain, with respect to the period from and after Closing).

G. Accounts Receivable and Accounts Payable. Accounts receivable of the business (excluding the Utility Company) accrued in the ordinary course of business and attributable to the period prior to the Effective Time shall be exclusive property of the Seller. All accounts payable of the business (excluding the Utility Company) as of the Effective Time shall be payable by Seller. If Buyer receives demand for payment of accounts payable owed by Seller hereunder, Buyer shall promptly provide Seller with a copy of such demand and Seller shall promptly pay the vendor directly. Seller shall cause the Utility Company to pay its accounts payable and collect on its accounts receivable in the ordinary course of business prior to Closing.

H. Bookings. All amounts paid or payable in respect of Bookings shall be apportioned as of the Effective Time. At the Closing, Buyer shall assume all of the obligations of Seller with respect to Bookings as of the Effective Time, including obligations with respect to any prepaid room charges, rents and other consideration, all security deposits and other deposits and all other liabilities with respect to Bookings not earned as of the Effective Time (which obligations shall be the obligations of Buyer from and after the Closing), and Buyer shall receive a credit to the Purchase Price at Closing for all prepaid room charges, rents and other considerations, all security deposits and other deposits and all other liabilities with respect to Bookings that were received by Seller and are unused and unreturned as of the Effective Time (and, thereafter, Seller shall have the right to retain any amounts relating to such items on deposit in Seller's account).

I. Homeowner and Condominium Assessments. All assessments or fees payable to any homeowner or condominium association and applicable to any portion of the Real Property being sold shall be prorated as of the Effective Time.

J. Service Agreements and Leases. All periodic charges, fees and expenses under any Service Agreements and Leases to be assumed by Buyer pursuant to the terms of this Agreement shall be apportioned between the parties as of the Effective Time.

K. Membership Dues and Deposits. All annual or other membership dues collected by Seller shall be prorated as of the Closing and all refundable deposits from members held by Seller shall be credited to Buyer at Closing.

L. Post-Closing Adjustment. If any of the aforesaid prorations cannot be definitely calculated on the Closing, then they shall be estimated at the Closing and definitely calculated as soon after the Closing as feasible. As soon as the necessary information is available, but not later than ninety (90) days following Closing, Buyer and Seller shall conduct a post-Closing review to determine the accuracy of all prorations. Either party owing the other party a sum of money based on such subsequent proration(s) or post-Closing review shall pay said sum to the other party within thirty (30) days of the date of demand therefor. This provision shall survive the Closing for a period of one (1) year and be binding on all parties hereto and either party may exercise the right provided hereunder.

16. Possession. Each Seller agrees to deliver possession of the Assets on the date of Closing, subject only to the terms of any operating or management agreements which the parties have mutually agreed will not be terminated, the rights of tenants under the Tenant Leases, and the rights of any guests of the Resort on a temporary basis from and after the Closing.

17. Representations and Warranties.

A. Seller's Representations and Warranties. Each Seller, as to itself, hereby represents and warrants to Buyer, as of the Effective Date of this Agreement, as follows:

(i) Authority. The execution and delivery of this Agreement by Seller and the consummation by Seller of the transaction contemplated by this Agreement: (i) are within Seller's capacity and all requisite action has been taken to make this Agreement valid and binding on Seller in accordance with its terms; (ii) does not, and on the Closing Date will not (a) result in a breach of or default under any indenture, agreement, instrument or obligation to which Seller is a party and/or which affects all or any portion of the Assets, or (b) to Seller's knowledge, constitute a violation of any governmental requirement. The person executing this Agreement on behalf of Seller has been duly authorized to act on behalf of Seller, and this Agreement represents a valid and binding obligation of Seller.

(ii) Matters Affecting the Property. To the best of Seller's actual knowledge, there are no circumstances or events that may give rise to an attempt by any Governmental Authority to seize the Real Property under any civil or criminal law. The Real Property (and the use thereof) is subject to no: (a) commitments for contributions, dedications or assessments of money or land created or caused by Seller, or, to the best of Seller's actual knowledge, created or caused by parties other than Seller; or (b) to the best of Seller's actual knowledge, use agreements, easements, restrictions or claims, contracts, leases or other obligations except as set forth in this Agreement, the public records of Polk County, Florida, the Permitted Exceptions, in the Service Agreements and Leases delivered by Seller to Buyer pursuant hereto, and those which may be indicated by a review of the Service Agreements.

(iii) Parties in Possession. To the best of Seller's actual knowledge, there are no parties other than Seller in possession of, or claiming any right to possess, any portion of the

Real Property as lessees, tenants, trespassers or otherwise, other than rights of parties under the Service Agreements, the Tenant Leases, and as guests of the Resort on a temporary basis.

(iv) Hazardous Materials. Seller has not received any summons, citation, directive, letter or other communication or notice, written or oral, from any Governmental Authority that the Real Property has been used by Seller to generate, manufacture, refine, transport, treat, store (including, without limitation, in any above ground or below ground storage tanks), handle or dispose of Hazardous Materials. Seller agrees that it will not dispose of or release, or permit the disposal or release of, Hazardous Materials on or within the Real Property from the Effective Date through the Closing. Notwithstanding the foregoing, Buyer acknowledges that Seller has disclosed to Buyer that portions of the Real Property have been used as a golf course for over thirty (30) years and, as a consequence, have been exposed to certain pesticides and other chemicals in connection with such use.

(v) No Adverse Site Conditions. Seller shall, unless expressly obligated otherwise pursuant to this Agreement, deliver the Real Property to Buyer in substantially the same condition in which it exists as of the Effective Date, reasonable wear and tear excepted, and subject to any work necessitated in the ordinary course of the ownership, use or operation of the Real Property.

(vi) Pending Claims/Violations. To the best of Seller's actual knowledge, except as set forth on Schedule 3, attached hereto, there are no claims, actions, suits, investigations or proceedings of any type, pending, threatened or being asserted against or affecting the Assets. Except as set forth on Schedule 3, Seller has not received any notices, written or oral, from any Governmental Authority that the Assets are in violation of any local, state or federal laws, ordinances, rules or regulations applicable to the Assets.

(vii) Utility Stock. GR is the sole owner of the Utility Stock and has the right and authority to sell such Stock to Buyer hereunder; the Utility Stock is not encumbered in any way; the Utility Company is duly formed and validly existing and possesses all requisite permits and licenses to operate its business in the manner in which it has been conducted. Except as set forth on Schedule 4, to Seller's actual knowledge, there are no actions, suits, investigations or proceedings pending, or, to Seller's knowledge and belief, threatened against the Utility Company or GR which would adversely affect the transactions contemplated hereby, and neither GR nor the Utility Company has been cited or notified of any violation of any governmental rule, regulation, permitting condition, or other governmental requirement of any type or nature applicable to the ownership, maintenance, construction or operation of the Utility assets.

(viii) Conditions of Representations and Warranties. Each of Seller's representations and warranties in this Section 17 or elsewhere in this Agreement is limited, modified, and expressly conditioned as follows: (a) a representation or warranty shall be of no effect to the extent Buyer had actual knowledge at the time of Closing that such representation or warranty was untrue or inaccurate; (b) each representation and warranty is made for the exclusive benefit of Buyer; and (c) the reference "to the best of Seller's actual knowledge" or "actual knowledge" refers only to the current actual knowledge of David A. Siegel and Mark

Waltrip, without independent investigation and without any duty to investigate, and the knowledge of other people employed by or connected with Seller cannot be the basis for any violation of a representation or warranty.

B. Survival. Seller's representations and warranties contained in this Section shall survive the Closing and shall not be merged therein for a period of one (1) year after the Closing. Upon expiration of the one (1) year period following the Closing, the covenants, representations and warranties of Seller shall be deemed to be merged into the deeds delivered by Seller at the Closing.

C. Buyer's Representations and Warranties. Buyer hereby represents and warrants to Seller, as of the Effective Date and as of the date of Closing, that the execution and delivery of this Agreement by Buyer and the consummation by Buyer of the transaction contemplated by this Agreement: (i) are within Buyer's capacity and all requisite action has been taken to make this Agreement valid and binding on Buyer in accordance with its terms; and (ii) does not, and on the Closing Date will not (a) result in a breach of or default under any indenture, agreement, instrument or obligation to which Buyer is a party and which affects all or any portion of the Assets, or (b) to Buyer's knowledge, constitute a violation of any governmental requirement. The person executing this Contract on behalf of Buyer has been duly authorized to act on behalf of Buyer, and this Agreement represents a valid and binding obligation of Buyer.

18. AS-IS SALE. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (i) THE VALUE, NATURE, QUALITY OR CONDITION OF THE ASSETS, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY OF THE REAL PROPERTY, (ii) THE INCOME TO BE DERIVED FROM THE ASSETS, (iii) THE SUITABILITY OF THE ASSETS FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY HAVE THEREFOR, (iv) THE COMPLIANCE OF OR BY THE ASSETS WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (v) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE ASSETS, (vi) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE ASSETS, (vii) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE ASSETS, OR (viii) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE REAL PROPERTY OF HAZARDOUS MATERIALS (AS DEFINED BELOW), OR (ix) ANY OTHER MATTER WITH RESPECT TO THE ASSETS. ADDITIONALLY, NO PERSON ACTING ON BEHALF OF SELLER IS AUTHORIZED TO MAKE, AND BY EXECUTION HEREOF THE BUYER ACKNOWLEDGES THAT NO PERSON HAS MADE (EXCEPT AS EXPRESSLY SET

FORTH IN THIS AGREEMENT), ANY REPRESENTATION, AGREEMENT, STATEMENT, WARRANTY, GUARANTY OR PROMISE REGARDING THE ASSETS OR THE TRANSACTION CONTEMPLATED HEREIN; AND NO SUCH REPRESENTATION, WARRANTY, AGREEMENT, GUARANTY, STATEMENT OR PROMISE IF ANY, MADE BY ANY PERSON ACTING ON BEHALF OF SELLER SHALL BE VALID OR BINDING UPON SELLER UNLESS EXPRESSLY SET FORTH HEREIN. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE ASSETS, BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE ASSETS AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER (EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT) AND AGREES (IF BUYER ELECTS TO PROCEED TO CLOSING) TO ACCEPT THE ASSETS AT THE CLOSING AND WAIVE ALL OBJECTIONS OR CLAIMS AGAINST SELLER (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE ASSETS OR TO ANY HAZARDOUS MATERIALS ON THE REAL PROPERTY AND NOT OTHERWISE THE SUBJECT OF A REPRESENTATION OR WARRANTY OF SELLER EXPRESSLY SET FORTH HEREIN. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENT, REPRESENTATION OR INFORMATION PERTAINING TO THE ASSETS, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, CONTRACTOR, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THE SALE OF THE ASSETS AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS WITH ALL FAULTS. THE PROVISIONS OF THIS SECTION 18 SHALL SURVIVE THE CLOSING OR ANY TERMINATION HEREOF.

As used herein, the term "Hazardous Materials" shall mean any flammable or explosive materials, oil, petroleum or petroleum products or bi-products, natural gas or synthetic gas usable for fuel, radioactive materials, asbestos, asbestos containing materials, polychlorinated biphenyl components, heavy metals, hazardous wastes or substances or toxic wastes or substances, or any other substance the presence of which on the Real Property is regulated or prohibited by any law, ordinance or requirement, including, without limitation, any substances now or hereafter defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic materials," or "toxic substances" under any law, ordinance or requirements promulgated by any Governmental Authority.

If, prior to Closing, Seller discovers that any of the representations or warranties set forth in this Section 17 or elsewhere in this Agreement are inaccurate or have changed, Seller shall give written notice thereof to Buyer (a "Change Notice") and such representations and/or warranties shall be deemed qualified and amended as set forth in such Change Notice. To the extent that any Change Notice contains any matter which is both material and adverse relative to the purchase of the Assets, Seller shall have the right to assume financial responsibility therefor at the Closing (subject to commercially reasonable documentation of such responsibility), and buyer shall have no other rights and/or remedies relative thereto and Buyer shall be obligated to

close hereunder. To the extent any Change Notice is material and adverse and Seller refuses to accept financial responsibility therefor at Closing or is of such a nature that it cannot be remedied or corrected by Seller's acceptance of financial responsibility therefore, Buyer may elect by written notice to Seller either to (i) terminate this Agreement provided Buyer is not then in default hereunder and receive a refund of the Deposit; or (ii) accept and approve the items set forth in the Change Notice and proceed with the Closing without any right or remedy on account thereof.

19. **Brokers.** Buyer represents that it has not been represented by a broker other than Julie Yo of Re/Max Capital Realty, 5321 Primrose Lake Circle, Tampa, FL 33657 ("Buyer's Broker") in connection with this transaction. Seller represents that it has not been represented by a broker other than Newmark Southern Region, LLC ("Seller's Broker") in connection with this transaction. At Closing, Seller shall pay a commission to Seller's Broker pursuant to a separate agreement (the "Listing Agreement"), and, pursuant to the Listing Agreement, Buyer's Broker shall be entitled to a co-brokerage fee in the amount of one percent (1%) of the Purchase Price to be paid out of the commission Seller pays to Seller's Broker. Buyer agrees to indemnify and hold Seller harmless from claims of any other third party brokers claiming representation of Buyer in connection with this transaction. Seller agrees to indemnify and hold Buyer harmless from claims of any third party brokers claiming representation of Seller in connection with this transaction.

20. **Continued Use of the Premises/Maintenance.** Seller covenants and warrants that between the Effective Date and the Closing Date, Seller shall maintain the Assets in the same or similar condition as exists as of the Effective Date, ordinary wear and tear excepted. During such term, Seller shall continue in its usual program of maintenance and repair of the premises and will continue the existing operation of the premises. It is the intention of the parties that the condition of the property, improvements and personality and the general operation of the premises shall not be changed between the date hereof and the Closing date. Buyer shall be permitted access for inspection of the property prior to Closing in order to confirm compliance with the foregoing.

21. **Mutual Indemnification.** In addition to and not in limitation of any other indemnity contained herein or in any of the Closing Documents:

A. Buyer hereby agrees to indemnify, defend and hold harmless Seller, its Affiliates, and their respective shareholders, partners, directors, officers, employees, representatives, and agents, successors and assigns, from and against any and all claims, demands, liabilities, obligations, actions, suits, proceedings, losses, damages, costs, expenses, assessments, judgments, recoveries and deficiencies, including, without limitation, interest, penalties and reasonable attorney's fees of every kind and description, contingent or otherwise, which Seller may suffer, sustain, incur or otherwise become subject to (either directly or indirectly), occasioned by, arising out of or resulting from any action or omission by Buyer, its Affiliates, agents, employees and/or representatives: (i) in connection with Buyer's ownership, operation and/or management of the Assets on or after the Effective Time; and (ii) in connection with any action, suit or proceeding by or on behalf of a unit owner or other homeowner within the Resort

based on usage of the Resort and other facilities related thereto constituting the Real Property on or after the Effective Time.

B. Seller hereby agrees to indemnify, defend and hold harmless Buyer, its Affiliates, and their respective shareholders, partners, directors, officers, employees, representatives, and agents, successors and assigns, from and against any and all claims, demands, liabilities, obligations, actions, suits, proceedings, losses, damages, costs, expenses, assessments, judgments, recoveries and deficiencies, including, without limitation, interest, penalties and reasonable attorney's fees of every kind and description, contingent or otherwise, which Buyer's indemnified parties may suffer, sustain, incur or otherwise become subject to (either directly or indirectly), occasioned by, arising out of or resulting from any material breach of a representation or warranty set forth herein or as a result of any improper proration required hereunder, or amounts due or owing with respect to, or claims made under, accounts payable, Tenant Leases, Service Agreements and Licenses, the TIF Lease, or other operating accounts or contracts of Seller, existing as of the Closing Date.

C. These indemnification provisions shall survive the Closing and be irrevocable by both parties and shall not be deemed merged into any instrument of conveyance delivered at the Closing.

22. Breach by Seller. If Seller fails to fully and timely perform any of its obligations hereunder, except by reason of Buyer's default or a termination of this Agreement by Buyer or Seller pursuant to an express right to do so under the provisions of this Agreement, Buyer, as its sole and exclusive remedies hereunder may terminate this Agreement by delivering written notice to Seller and to Escrow Agent and receive a refund of the Deposit together with any accrued interest thereon as liquidated damages. Buyer hereby agrees that prior to its exercise of its rights and remedies as a result of any default by Seller, Buyer will first deliver written notice of said default to Seller, and if Seller so elects, Seller shall have the opportunity, but not the obligation, to cure such default within ten (10) days after Seller's receipt of such notice. This Section shall survive termination of this Agreement.

23. Breach by Buyer. If Buyer fails to comply with any term, covenant, or condition contained herein (other than the obligation to tender a Deposit when due or the Purchase Price at Closing), Seller will first deliver written notice of said default to Buyer, and Buyer shall have the opportunity, but not the obligation, to cure such default within ten (10) days after Buyer's receipt of such notice. If Buyer fails to close when and as required hereunder or fails to cure any other default hereunder within the cure period provided above, Seller may terminate this Agreement by delivering written notice to Buyer and to Escrow Agent and thereupon the Escrow Agent shall distribute, in accordance with the provisions of Section 32 below, the Deposit as liquidated damages (and not as a penalty) and as Seller's sole remedy and relief hereunder. Seller and Buyer have made this provision for liquidated damages because it would be difficult to calculate, on the date hereof, the amount of actual damages for such breach, and Seller and Buyer agree that these sums represent reasonable compensation to Seller for such breach.

24. Condemnation. In the event of the taking of all or any part of the Assets prior to Closing, by eminent domain or condemnation, then Buyer at its option, exercisable by written notice to Seller, may either (i) terminate this Agreement, whereupon neither party will have any further obligation hereunder, except as otherwise set forth herein (and the Deposit shall be returned to Buyer), or (ii) continue under this Agreement, whereupon Seller will assign to Buyer all its interest in and to any award and proceeds thereof payable as a result of such taking provided such award does not exceed the Purchase Price in which case Seller shall be entitled to such difference.

25. Risk of Loss. Seller agrees to give Buyer prompt notice of any fire, theft, or other casualty ("Event of Casualty") affecting the Assets between the Effective Date and the Closing Date. In the event of the occurrence of an Event of Casualty and in the event the insurances maintained by Seller with respect to the ownership, use, or operation of the Assets is sufficient to restore the Assets (or any of them) to substantially the same condition which such Asset(s) were in immediately prior to such Event of Casualty, the Seller shall, at its option, either: (a) restore the improvements at its sole cost and expense if same can be reasonably accomplished prior to Closing, or (b) assign any such insurance proceeds to Buyer and Buyer shall undertake any such repair or restoration following Closing.

In the event that the loss or damage occasioned by any Event of Casualty exceeds any insurances policies or coverages maintained by Seller in connection with the ownership, use or operation of the Assets, Seller shall have the right, but not the obligation, to: (x) restore the Assets (or any of them) to substantially the same condition which such Asset(s) were in immediately prior to such Event of Casualty if same can be reasonably accomplished prior to Closing; or (ii) assign any such insurance proceeds to Seller and give Buyer a credit against the Purchase Price for the difference between the cost of such restoration and/or repair and the amount of any such insurance proceeds. Seller shall have a reasonable period of time following any such Event of Casualty not to exceed thirty (30) days in which to assess any such damage or loss and provide notice to Buyer of the loss and its intentions with respect to the restoration and/or repair of such Assets or the assignment of the insurance proceeds. In the event that the loss or damage occasioned by such Event of Casualty exceeds any insurances policies or coverages maintained by Seller and in the further event that Seller notifies that it will be restoring any loss or damage occasioned by such Event of Casualty or assigning the insurance proceeds and providing Buyer with a credit for any excess sums, Buyer shall have the option of: (i) taking the property "AS-IS", together with any insurance proceeds payable by virtue of such damage, or (ii) canceling this Agreement and receiving a refund of all Deposits made. Seller shall maintain standard hazard and extended perils coverage of casualty insurance with a reputable company until time of Closing in such amounts and coverages as Seller may deem necessary or proper. Buyer expressly acknowledges and agrees that under no circumstances shall Buyer be entitled to extend the Closing based upon any fire, theft, or other casualty affecting the Assets except that the Closing shall be extended during any period in which Seller has not notified Buyer of its decision whether to restore the Assets and for a period of ten (10) Business Days after Buyer's receipt of Seller's decision in order to give Buyer time to decide which option above it will exercise.

26. Entire Agreement. This Agreement (including its exhibits) represents the entire understanding between Buyer and Seller with respect to the subject matter herein. Any and all modifications or amendments hereto must be in writing and signed by all parties.

27. Persons Bound. This Agreement shall inure to the benefit of and be binding upon, the parties hereto and their respective heirs, executors, administrators, successors and assigns. Whenever required by the context, the singular number shall include the plural, and the use of any gender shall include all genders.

28. Interpretation/Definitions. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. The paragraph headings have been used solely for convenience and shall not be used to interpret this Agreement.

29. Assignability. Neither this Agreement nor the rights created hereby may be assigned by the Buyer to any person, partnership or corporation without Buyer having obtained prior written approval from the Seller, which consent may be withheld and/or conditioned in the sole discretion of Seller.

30. Notices. All notices, requests, demands and other communications hereunder shall be deemed to have been duly given if the same shall be in writing and shall be delivered personally or sent by (a) telecopier, (b) overnight delivery service, (c) e-mail with delivery receipt, or (d) registered or certified mail, postage prepaid, and addressed as set forth below:

- (a) If to Seller:
5601 Windhover Drive
Orlando, FL 32819
Attn: David A. Siegel
Phone: (407) 351-3351
Fax: (407)352-8935

With a copy to:
Heidi Boyles, Esquire
Greenspoon Marder LLP
201 E. Pine St., Suite 500
Orlando, FL 32801
Phone: (407) 425-6559
Fax: (407)563-9663
E-mail: Heidi.boyles@gmlaw.com

- (b) If to Buyer:
Lake Marion Investment LLC
8356 Golden Prairie Drive
Tampa, FL 3364710279

With a copy to:

Cotswold Capital LLC
233 Broadway, Suite 2200
New York, NY 10279
Attn: Andreas Calianos
E-mail: acalianos@skepticusinc.com

With a copy to:
Baker, Donelson, Bearman, Caldwell &
Berkowitz, PC
200 South Orange Avenue, Suite 2900
Orlando, FL 32801
Attn: Martha Anderson Hartley, Esq.
Phone: 407-367-5427
Email: mhartley@bakerdonelson.com

Any party may change the address to which notices are to be addressed by giving the other parties notice in the manner herein set forth. Email shall be deemed an acceptable form of communication between all the parties with an acknowledgement from the recipient within 48 hours.

31. Time. It is specifically agreed that time is of the essence of the Agreement as to all time requirements set forth herein.

32. Escrow. The Escrow Agent shall not be liable except for the performance of its duties hereunder as specifically set forth herein. Prior to disbursing the Deposit, unless at Closing or in the event this Agreement is terminated prior to the expiration of the Inspection Period, Escrow Agent shall notify Seller and Buyer in writing that one of the parties has requested disbursement of the Deposit. The Escrow Agent may release the Deposit in the event it does not receive contrary instructions within five (5) Business Days from the date of delivery of the notice of requested disbursement. If there is any dispute with respect to the application of the Deposit, the Escrow Agent shall be authorized, but not obligated, to deposit the funds in the court in which any litigation is pending, or if litigation is threatened, to interplead all interested parties in the court of the county where the Property is situated and to deposit the Deposit with such court. In either case, the Escrow Agent shall be fully relieved and discharged of any further responsibility hereunder. The Escrow Agent shall not be liable for any mistake of fact or error of judgment or any acts or omissions of any kind, unless caused by its willful misconduct or gross negligence. The Escrow Agent may rely on any instrument or signature believed by it to be genuine, and may assume that any person purporting to give any writing, notice or instruction is duly authorized to do so by the party on whose behalf such writing, notice or instruction is given. The parties agree to indemnify and hold Escrow Agent harmless from any and all expenses incurred in connection with its duties hereunder, including, but not limited to, reasonable attorneys' fees and costs and appellate attorneys' fees costs in any action under this Agreement where Escrow Agent is made a party. The indemnification provided herein shall not apply in the event of Escrow Agent's gross negligence or willful misconduct. The parties acknowledge that the Escrow Agent is the

attorney for the Seller and that the Escrow Agent may continue to represent the Seller in the event of a dispute between the parties and such representation shall not be deemed a conflict of interest by reason of Escrow Agent acting as a stakeholder of the Deposit.

33. Attorneys Fees and Costs. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover a reasonable attorney's fee and court costs at trial and appellate levels.

34. Performance on Business Days. If any date for the occurrence of an event or act under this Agreement falls on a Saturday or Sunday or legal holiday, then the time for the occurrence of such event or act shall be extended to the next succeeding business day. For purposes of this Agreement, a "Business Day" shall be a day on which the banks in Orange County, Florida, are open for business.

35. Counterparts. This Agreement may be executed in any number of identical counterparts by the parties hereto, each of which shall collectively constitute one agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

36. Governing Law. This Agreement shall be construed and interpreted according to the laws of the State of Florida. Exclusive venue for any proceeding arising hereunder shall be in Polk County, Florida.

37. Waiver of Jury Trial. EACH PARTY HERETO KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION (INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS, CROSS-CLAIMS, COUNTER-CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR BETWEEN THE PARTIES TO THIS AGREEMENT, THEIR AFFILIATES, SUBSIDIARIES, SUCCESSORS, OR ASSIGNS AND IRRESPECTIVE OF WHETHER SUCH LITIGATION ARISES OUT OF THIS AGREEMENT, BY STATUTE, OR AS A MATTER OF TORT LAW AND THE PARTIES HERETO EXPRESSLY CONSENT TO A NON-JURY TRIAL IN THE EVENT OF ANY OF THE FOREGOING.

38. Effective Date. As used herein, the date upon which a fully executed copy of this Agreement is delivered to the later of Buyer and each Seller shall be referred to herein as "the Effective Date."

39. Miscellaneous.

A. 1031 Exchange. The parties shall cooperate with each other's efforts to effectuate a Section 1031 tax deferred exchange of the Real Property, provided that: (i) such cooperation shall be at no additional cost to the other party; (ii) the other party shall not be required to make any representation or warranty whatsoever as to the status of title of any property; and (iii) the other party shall not be required to take title to any other property.

B. This Agreement Not to be Construed Against Either Party. Buyer and Seller are sophisticated in the buying and selling of income-producing property similar to the Assets and each has engaged its own sophisticated real estate counsel and advisors. Buyer and Seller each has knowledge and experience in financial and business matters to enable them each to evaluate the merits and risks of the transactions contemplated hereby. Neither Buyer nor Seller is in a disparate bargaining position with respect to the other. The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party as the source of the language in question. Both parties equally participated in the negotiation and drafting of this Agreement.

C. Radon Gas Disclosure. RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

D. Public Disclosure. Seller and Buyer agree there shall be No public disclosure of this Agreement or the price and terms thereof, without the express written consent of either party.

40. Proof of Funds/Buyer Financing. Buyer's obligation to close on the purchase of the Assets is not contingent on Buyer's ability to obtain any desired financing. Additionally, on or before the date that is sixty (60) days following the Effective Date ("Buyer Proof of Funds Deadline"), Buyer shall deliver to Seller evidence satisfactory to Seller, in its reasonable discretion, that Buyer has, or will have as of the Asset Closing Date, sufficient funds available to it to close on the acquisition of the Assets in accordance with the terms of this Agreement (the "Buyer Proof of Funds"), which may include evidence of executed subscription agreements for interests in Buyer from third-party investors or a loan commitment from a commercial lender, or any combination of the foregoing. If Buyer fails to deliver to Seller a satisfactory Buyer Proof of Funds on or before the Proof of Funds Deadline, Seller shall have the right to terminate this Agreement upon written notice to Buyer in which event the Deposit shall be promptly refunded to Buyer.

[Signature Page to Follow]

Execution Version

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year written below.

"BUYER"

LAKE MARION INVESTMENT LLC, a
Florida limited liability company

By: [Signature]
Name: A. Calanni
Its: _____

Date: 10/21/2019

"SELLER"

GRENELEFE RESORT, L.L.C, a Florida limited
liability company, through its Manager, Central
Florida Investments, Inc., a Florida corporation

By: [Signature]
David A. Siegel, President

Date: 10/22/19

SMOKEY GROVES, LLC, a Florida limited
liability company, through its Manager, Central
Florida Investments, Inc., a Florida corporation

By: [Signature]
David A. Siegel, President

Date: 10/22/19

< Part II, A > Exhibit - B

Part II, Exhibit B

Part II, A-f

This is to state that buyer will fulfill the commitments, obligations, and representations of the seller with regard to utility matters.

Part II, A-h

This is to state that utility's books and records will be maintained using the National Association of Regulatory Utility Commissioners (NARUC) Uniform Systems of Accounts (USOA)

Part II, A-i

This is to state that the utility's books and records will be maintained at the utility's office within Florida.

< Part II, A >
Exhibit - B

Part II, C-1, 2 >
Exhibit A

Florida PSC Stock Transfer Form

Part II C-2

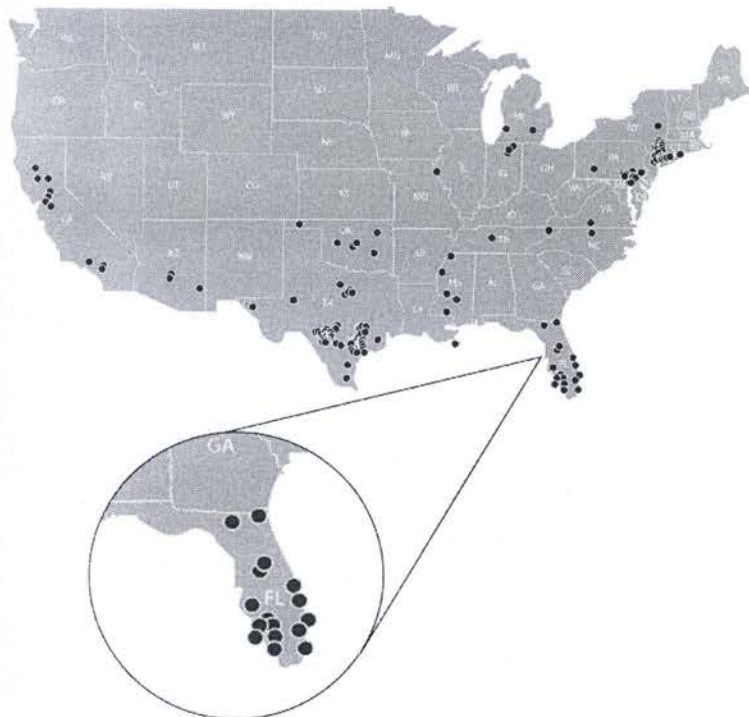
- 2) Exhibit A - Provide the buyer's plans for ensuring continued operation of the utility, such as retaining the existing plant operator(s) and office personnel, or contracting with outside entities.

Inframark Exhibit A

Lake Marion Investment LLC plans to contract the Operations and Maintenance(O&M) of the Grenelefe Resorts Utilities Inc. to Inframark LLC (Inframark). Inframark plans on hiring the existing operations staff that meet Inframark's pre employment qualifications. Ensuring continued operation of the utility will be accomplished with existing staff that know the utility operations, and having one of the Nation's leading O&M companies managing the day to day operations

Inframark is the only national infrastructure services company focused solely on the O&M of water and wastewater systems, management and strengthening of community infrastructure, as well as related services. We are a 100% U.S.-based, privately held company that is financially backed by public pension funds, leveraging public capital in the service of public infrastructure. Incorporated in Texas on June 30, 1983, as Severn Trent Environmental Services, Inc., the corporation was restructured in June 2017 and renamed Inframark, LLC, on December 1, 2017.

Unmatched Service in the Sunshine State



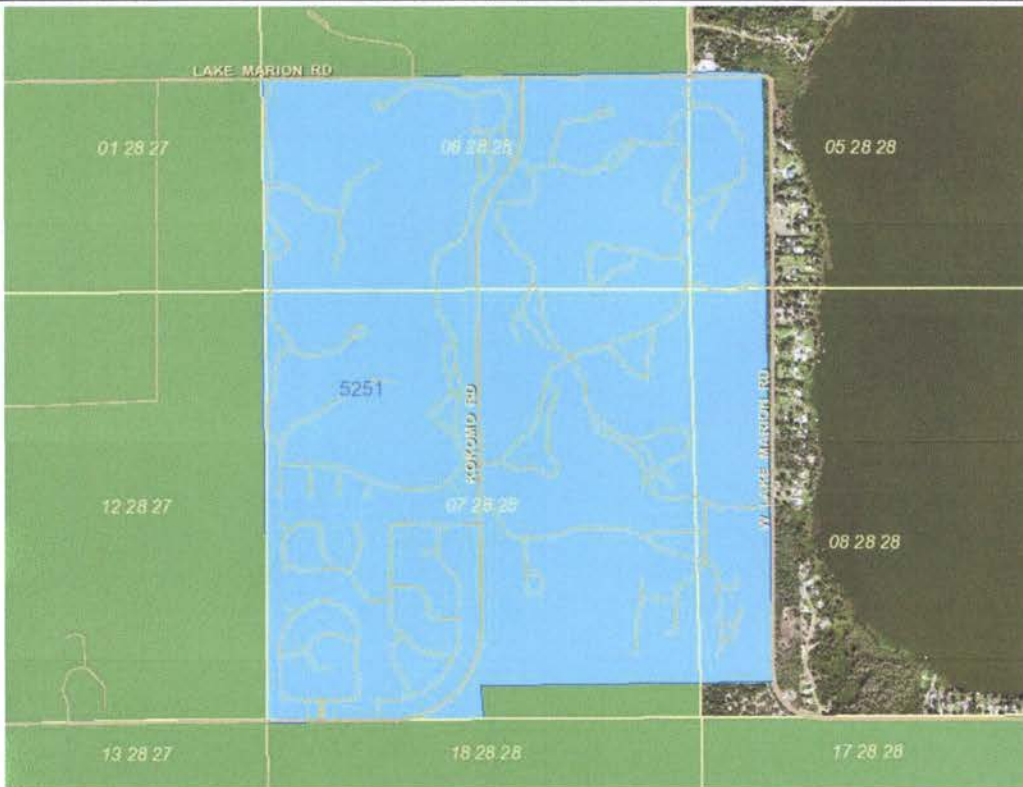
With experience spanning over 40 years, and an extensive footprint covering 19 states, Inframark currently supplies services to hundreds of clients throughout the U.S. and has the experience and insight necessary to deliver cost-effective services without compromising quality. We provide management and O&M of water and wastewater treatment facilities for more than 300 partners throughout the U.S.

Inframark has more than 40 years of operating history in Florida, with more than 250 employees providing professional services to nearly 1.6 million people.

As a firm focused solely on contract operations of water and wastewater, each of our public partners has access to all of our resources, which are specifically designed for efficient and effective operations of utility infrastructure.

Part II, D-D-1) Exh A

Location Map
Grenelefe Resort Utility, Inc./ Attn: Bryon Smith
WUP No. 20 005251.009



Legend

- DIDs
- WUP Boundary

2017 Natural Color Imagery
POLK COUNTY

Southwest Florida
Water Management District

Part II, D-3
Exhibit B

Part II, D-3

- 3) Exhibit B]- Provide a statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and compliance with all applicable standards set by the DEP, or, if the system is in need of repair or improvement, has any outstanding Notice of Violation of any standard set by the DEP or any outstanding consent orders with the DEP, the buyer shall provide a description of the repairs or improvements that have been identified, the governmental entity that required the repairs or improvements, if applicable, the approximate cost to complete the repairs or improvements, and any agreements between the seller and buyer regarding who will be responsible for any identified repairs or improvements.

Inframark Exhibit B

Inframark has toured the Grenelefe Resort Utilities Inc. facilities and operations and has found them to be in operable condition. The records review did not find any outstanding Notices of Violation or Consent Orders. There were 3 incidences of none compliance in the past 3 years:

- Failure to conduct assessment monitoring for E. coli, 9/2017 (unaddressed)
- Revised Total Coliform rule monitoring violation, 9/2017 (unaddressed)
- Inadequate CCR's, 7/2017 (Returned to Compliance 9/2018)

The Utility system assets have declined due to deferred maintenance and a lack of capital investment. There are no know regulatory orders requiring improvement to be done.

There are several repairs and improvements that are required to bring the plant into compliance with OSHA and electrical codes.

- The railings around the outside perimeter of the elevated treatment plant need to be replaced with Occupational Health and Safety Administration (OSHA)-compliant railings with toe boards.
- Railings and toe boards around the treatment basins, which are required by OSHA, need to be installed to keep operators from falling into the process tanks.
- Electrical wiring, switches and outlet boxes need to be checked by an electrician to ensure code compliance.
- The desk area in the electrical shed is not OSHA compliant. A work space needs to be provided for the operators to run lab analysis for process control and complete paperwork.
- Both potable supply wells have direct-drive diesel motors that power the water system in the event of a power failure. The fuel tanks for the diesel motors do not have the required secondary containment in the event of a fuel spill or leak from the primary tank. The tanks need to be replaced with new tanks that have the required secondary containment.

- The well houses need to be repaired or replaced. Deferred maintenance, rot and termite damage of the wooden siding, framing and roof structures make one well house structurally unstable and several others in need of rehabilitation.

Grenelele Capital Needs		
Priority	Task	Estimate
Start up must have		
	Hand Rails for WWTP OSHA Compliance	\$ 30,000
	Electrical wire clean up, OSHA Compliance	\$ 20,000
	Office/Lab at WWTP portable building	\$ 15,000
	Fuel Tank containment X2 @ \$2,500 each	\$ 5,000
	Total	\$ 70,000
1 - 3 Year Needs		
	Replace buildings at well 6	\$ 70,000
	Replace buildings at well 10	\$ 70,000
	Repair and refurbish Irrigation buildings	\$ 75,000
	GIS Mapping of Water and WW underground piping	\$ 40,000
	SCADA system for Automatic Reporting/monitoring	\$ 90,000
	12 Critical Valves Replaced @\$ 4,000	\$ 48,000
	2 FH now out of service @ \$5,000	\$ 10,000
	Total	\$ 403,000

No agreement has been reached at this time between the buyer and seller concerning who will be responsible for the repairs.

< Part II, D-4 > Exhibit - C

Part II, D-4
Exhibit - C

 <p>First American</p> <p>Commitment</p>	<p>ALTA Commitment for Title Insurance</p> <p>ISSUED BY</p> <p>First American Title Insurance Company</p> <p>File No: 2037-4521053</p>
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AMERICAN LAND TITLE ASSOCIATION COMMITMENT FOR TITLE INSURANCE

Issued By
First American Title Insurance Company

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued through:
Greenspoon, Marder LLP

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "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 to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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First American

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No:2037-4521053

Schedule A

Transaction Identification Data for reference only:

Issuing Agent: Greenspoon, Marder LLP

Issuing Office's ALTA® Registry ID:

Commitment Number:

Property Address: TBD, TBD, FL

Issuing Office:

Loan ID Number:

Issuing Office File Number: 00108.3390

Revision Number:

SCHEDULE A

1. Commitment Date: October 25, 2019 @ 8:00 AM
2. Policy to be issued:
 - (a) 2006 ALTA® Owner's Policy
Proposed Insured: Grenelefe Resort Utility, Inc., a Florida corporation
Proposed Policy Amount: \$1,500,000.00
 - (b) 2006 ALTA® Loan Policy
Proposed Insured:
Proposed Policy Amount: \$
 - (c) ALTA ® Policy
Proposed Insured:
Proposed Policy Amount: \$
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple
4. The Title is, at the Commitment Date, vested in: Grenelefe Resort Utility, Inc., a Florida corporation, by virtue of Book 5545, Page 1569.
5. The Land is described as follows:
See Exhibit "A" attached hereto and made a part hereof

Greenspoon, Marder LLP

By: _____
Authorized Signatory

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First American

Schedule BI

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 2037-4521053

Issuing Office File Number: 00108.3390

SCHEDULE B-I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Execution of documents as per contract.
5. Satisfactory evidence must be furnished as to the proper incorporation of Grenelefe Resort Utility, Inc., a Florida corporation, prior to acquisition of the property described in Schedule "A", together with proof as to the current status of said corporation in its state of origin. The Company reserves the right to make such additional requirements as it may deem necessary.
6. Satisfactory verification from appropriate governmental authorities that any and all unrecorded Special Taxing District Liens, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, have been paid.
7. Furnish Company a Survey prepared by a Florida registered land surveyor; dated no more than 90 days prior to closing date of subject transaction; certified to the proposed insured(s), First American Title Insurance Company and all other parties in interest; and, meeting the Florida Minimum Technical Standards for all land surveys. Upon receipt and review of such survey, the Company reserves the right to make such additional requirements and/or to modify the legal description set forth on Schedule A as it may deem necessary.
8. Execution at time of closing of the Seller/Owner's Affidavit by owners herein disclosing all facts relative to mechanics', laborers' and materialmens' liens and all facts relevant to parties in possession of the premises to be insured at time of closing. The Company reserves the right to make additional requirements in relation thereto.

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9. Proof of payment of taxes and assessments for the year 2019, and prior years, plus any penalties and interest.
10. Note: The following is for informational purposes only and is given without assurance or guarantee: 2019 taxes show **Payable**. The gross amount is \$44.02 for Tax Identification No. 062828-000000-022010.
11. Note: The following is for informational purposes only and is given without assurance or guarantee: 2019 taxes show **Payable**. The gross amount is \$1,514.51 for Tax Identification No. 08-2828-000000-043020.

NOTE: Because the land appears of record to be unencumbered, the Company requires that the affirmative declarations of the title affidavit, which includes a representation that there are no mortgages or other liens against the land whether recorded or not recorded, be properly emphasized before execution. Just as in all transactions, every seller/borrower must be encouraged to disclose any off record encumbrance, lien, or other matter that may affect title before the Company is willing to rely upon the representations contained within the title affidavit.

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First American

Schedule BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 2037-4521053

SCHEDULE B-II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
3. 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.
4. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
7. Any minerals or mineral rights leased, granted or retained by current or prior owners.

The Standard Exception for any minerals or mineral rights leased, granted or retained by current or prior owners is hereby deleted.

8. Taxes and assessments for the year 2020 and subsequent years, which are not yet due and payable.

NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted

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upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the Florida Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

9. Rules and Regulations of the Southwest Florida Water Management District, Peace River Basin, as established by instruments recorded in Book 696, Page 63; Book 744, Page 649 and Book 1833, Page 1383, Public Records of Polk County, Florida.
10. Bulk Standard Service and Right of Entry Agreement dated December 2, 1996, by and between Sports Shinko (Florida) Co., Ltd., d/b/a Grenelefe Golf & Tennis Resort ("owner") and Time Warner Communications, a Division of Time Warner Entertainment-Advance/Newhouse Partnership, d/b/a Time Warner Communications, recorded May 19, 1998 in O.R. Book 4244, Page 1619, Public Records of Polk County, Florida.
11. Essentially Built-Out Agreement for the Arrowhead Development of Regional Impact as set forth in instrument by and between Grenelefe Resort, LLC, a Florida limited liability company, Smokey Groves, LLC, a Florida limited liability company, Grenelefe Resort Utility, Inc., a Florida corporation, Feltrim Developments US, Inc., a Florida corporation and Polk County, a political subdivision of the State of Florida, dated October 15, 2008, recorded October 29, 2008 in Book 7748, page 1306 . (No legal attached, Aerial photo is illegible)
12. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).

Note: All of the recording information contained herein refers to the Public Records of POLK County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

Searched by: Terrence Adriaansen, CLS/Senior Commercial Title Examiner - 407-691-5225 -
tadriaansen@firstam.com

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Form 5030012 (5-16-17)	Page 8 of 11	ALTA Commitment for Title Insurance (8-1-16) with Florida Modifications Florida
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First American

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707 (claims.nic@firstam.com).

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-854-3643. Office hours are from 8:30 a.m. through 5:30 p.m. PST Monday through Friday.

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First American

First American Title Insurance Company
2301 Maitland Center Parkway
Maitland, FL 32751
Phn - (407)691-5200
Fax - (407)691-5300

11/01/2019

Re: File #2037-4521053
Property Address: TBD, TBD, FL

REISSUE CREDIT NOTICE

Issued by

First American Title Insurance Company

YOU MAY BE ENTITLED TO A REDUCED PREMIUM FOR TITLE INSURANCE IF THIS OFFICE IS PROVIDED WITH A PRIOR OWNER'S POLICY INSURING THE SELLER OR MORTGAGOR IN THE CURRENT TRANSACTION.

The purpose of this letter is to provide you with important information regarding the title insurance premium that has been or will be charged in connection with this transaction.

Eligibility for a discounted title insurance premium will depend on:

REFINANCE TRANSACTIONS:

To qualify for a reduced premium for title insurance you must provide our office with a copy of your prior owner's policy of title insurance insuring your title to the above-referenced property.

SALES TRANSACTIONS:

To qualify for a reduced premium for title insurance you must provide our office with a copy of your (or your seller's) prior owner's policy of title insurance insuring your title to the above referenced property. The effective date of the prior owner's policy must be less than three years old or the property insured by the policy must be unimproved (except roads, bridges, drainage facilities and utilities are not considered improvements for this purpose).

To qualify for the reduced rate, you or your representative may hand deliver, mail or fax a copy of the prior owner's policy of title insurance to your First American issuing agent conducting your settlement prior to closing, although we will accept the prior policy up to 5 working days after the closing date of your transaction.

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First American

Exhibit A

ISSUED BY

First American Title Insurance Company

File No: 2037-4521053

Issuing Office File Number: 00108.3390

The land referred to herein below is situated in the County of POLK, State of Florida, and described as follows:

EXHIBIT "A-4"

LEGAL DESCRIPTION OF UTILITY REAL PROPERTY

Grenelefe Sewage Treatment Plant and Grenelefe Water Treatment Plant Number 6 as set forth in deed recorded in Official Records Book 5545, Page 1569, of the Public Records of Polk County, Florida and described as follows: Begin at the Northeast corner of Grenelefe Club Estates Phase One, as recorded in Plat Book 86, Pages 13 and 14, of the Public Records of Polk County, Florida, thence run West along the North line of said Grenelefe Club Estates Phase One, a distance of 316.82 feet; thence run North 32°15'17" West, a distance of 145.75 feet; thence run North 88°01'37" West, a distance of 159.57 feet to the Northwest corner of said Grenelefe Club Estates Phase One, said point being on the Easterly right-of-way line of Abbey Court, thence run North 01°14'31" East along said right-of-way line, a distance of 555.79 feet to the North line of the Southwest 1/4 of Section 8, Township 28 South, Range 28 East, thence run North 89°55'37" East along said North line, a distance of 542.03 feet; thence run South, a distance of 685.10 feet to the Point of Beginning.

AND

Begin at the Northwest corner of Grenelefe Camelot Condominium Unit Number 2, as recorded in Condominium Book 3, Pages 41 and 42, of the Public Records of Polk County, Florida, thence run South 25°04'40" East, along the West line of Grenelefe Camelot Condominium Unit Number 2, a distance of 220.23 feet; thence run North 65°04'13" West, a distance of 133.95 feet; thence run South 85°44'46" West, a distance of 175.68 feet; thence run North 00°21'29" East, a distance of 72.64 feet; thence run North 85°40'44" East, a distance of 168.17 feet; thence run North 26°26'43" East, a distance of 78.99 feet to the Point of Beginning.

END OF EXHIBIT "A-4" LEGAL DESCRIPTION

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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Florida Department of Environmental Protection

Southwest District Office
13051 North Telecom Parkway
Temple Terrace, FL 33637-0926

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Jonathan P. Steverson
Secretary

<Part II, D-57>
Exhibit - D

October 18, 2016

ELECTRONIC DELIVERY

In the Matter of an
Application for Permit by

Westgate Resorts International, Inc.
Mr. Mark Waltrip, Chief Operating Officer
5601 Windhover Drive
Orlando, Florida 32819-7914
407-351-3350
Mark_waltrip@wgresorts.com

File Number FLA013016-008-DW2P/NR
Polk County
Grenelefe Resort WWTF

NOTICE OF PERMIT ISSUANCE

Enclosed is Permit Number FLA013016 to operate the Grenelefe Resort WWTF, issued under Chapter 403, Florida Statutes.

Monitoring requirements under this permit are effective on the first day of the second month following the effective date of the permit. Until such time, the permittee shall continue to monitor and report in accordance with previously effective permit requirements, if any.

The Department's proposed agency action shall become final unless a timely petition for an administrative hearing is filed under Sections 120.569 and 120.57, Florida Statutes, within fourteen days of receipt of notice. The procedures for petitioning for a hearing are set forth below.

A person whose substantial interests are affected by the Department's proposed permitting decision may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, Florida Statutes. The petition must contain the information set forth below and must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000.

Under Rule 62-110.106(4), Florida Administrative Code, a person may request an extension of the time for filing a petition for an administrative hearing. The request must be filed (received by the Clerk) in the Office of General Counsel before the end of the time period for filing a petition for an administrative hearing.

Petitions by the applicant or any of the persons listed below must be filed within fourteen days of receipt of this written notice. Petitions filed by any persons other than those entitled to written notice under Section 120.60(3), Florida Statutes, must be filed within fourteen days of publication of the notice or within fourteen days of receipt of the written notice, whichever occurs first. Section 120.60(3), Florida Statutes, however, also allows that any person who has asked the Department in writing for notice of agency action may file a petition within fourteen days of receipt of such notice, regardless of the date of publication.

The petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. The failure of any person to file a petition or request for an extension of time within fourteen days of receipt of notice shall constitute a waiver of that person's right to request an administrative determination (hearing) under

Sections 120.569 and 120.57, Florida Statutes. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, Florida Administrative Code.

A petition that disputes the material facts on which the Department's action is based must contain the following information, as indicated in Rule 28-106.201, Florida Administrative Code:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the determination;
- (c) A statement of when and how the petitioner received notice of the Department's decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the Department's proposed action;
- (f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Department's proposed action.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this notice. Persons whose substantial interests will be affected by any such final decision of the Department have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

Mediation under Section 120.573, Florida Statutes, is not available for this proceeding.

This permit action is final and effective on the date filed with the Clerk of the Department unless a petition (or request for an extension of time) is filed in accordance with the above. Upon the timely filing of a petition (or request for an extension of time), this permit will not be effective until further order of the Department.

Any party to the permit has the right to seek judicial review of the permit action under Section 120.68, Florida Statutes, by the filing of a notice of appeal under Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399-3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within 30 days from the date when this permit action is filed with the Clerk of the Department.

Executed in Temple Terrace, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



For Pamala Vazquez
Program Administrator
Permitting & Waste Cleanup Program
Southwest District

FILING AND ACKNOWLEDGMENT

FILED, on this date, under Section 120.52, Florida Statutes, with the designated Deputy Clerk, receipt of which is hereby acknowledged.



[Clerk]

October 18, 2016
[Date]

CERTIFICATE OF SERVICE

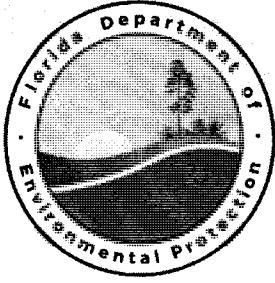
The undersigned hereby certifies that this NOTICE OF PERMIT ISSUANCE and all copies were mailed before the close of business October 18, 2016, to the listed persons.



Name

October 18, 2016
Date

cc: George McDonald, P.E., McDonald Group International, Inc., gmcdonald@mcdonaldgroup.com
Pat Hendry, Lead Operator, Westgate Resorts, pat_henry@wgresorts.com
Michele H. Duggan, Environmental Consultant, FDEP SWD, Michele.Duggan@dep.state.fl.us
Bekkah Marshall, Environmental Specialist, FDEP SWD, Bekkah.Marshall@dep.state.fl.us
Elaine Gracik, FDEP SWD, Elaine.Gracik@dep.state.fl.us
Raji Ravindran, FDEP SWD, Raji.Ravindran@dep.state.fl.us
SWD Clerical, FDEP SWD, SWD_Clerical@dep.state.fl.us



Florida Department of Environmental Protection

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Jonathan P. Steverson
Secretary

Southwest District Office
13051 North Telecom Parkway
Temple Terrace, FL 33637-0926

STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT

PERMITTEE:

Westgate Resorts International, Inc.

RESPONSIBLE OFFICIAL:

Mr. Mark Waltrip, Chief Operating Officer
5601 Windhover Drive
Orlando, Florida 32819-7914
(407) 351-3350
Mark_waltrip@wgresorts.com

PERMIT NUMBER:

FLA013016

FILE NUMBER:

FLA013016-008-DW2P/NR

EFFECTIVE DATE:

January 20, 2017

EXPIRATION DATE:

January 19, 2022

FACILITY:

Grenelefe Resort WWTF
Abbey Court in Grenelefe
Haines City, Florida 33844-9720
Polk County
Latitude: 28°3' 45" N Longitude: 81°32' 42" W

This permit is issued under the provisions of Chapter 403, Florida Statutes (F.S.), and applicable rules of the Florida Administrative Code (F.A.C.). This permit does not constitute authorization to discharge wastewater other than as expressly stated in this permit. The above named permittee is hereby authorized to operate the facilities in accordance with the documents attached hereto and specifically described as follows:

WASTEWATER TREATMENT:

An existing 0.680 million gallons per day (MGD) Three-Month Rolling Average Daily Flow (3MRADF), Type I, extended aeration domestic wastewater facility, but limited to operate at 0.340 MGD 3MRADF Type II, while clarifiers are rehabilitated in Trains 1 & 2, and as long as R-001 is the only effluent disposal system. The treatment plant consisting of: ten aeration basins of 682,187 gallons total volume, four clarifiers of 113,312 gallons total volume and 1,637 square feet of total surface area, seven deep bed automatic backwash filters of 448 square feet designed to handle 472 gallons per minute (gpm), three pre-filter chlorine contact chambers of 21,654 gallons total volume, one post chlorine contact chamber of 19,947 gallons, one effluent pump wetwell of 9,973 gallons, and three digesters of 54,442 gallons total volume. This plant is operated to provide secondary treatment with basic disinfection.

A previous permit revision (FLA013016-004) approves upgrading of the existing facility to include the modification of: installation of a manhole box with a control valve assemblage, a wet well level indicator and a telemetry unit at the existing golf course irrigation pump station adjacent to Pond #4; the severance of the effluent transmission line into Pond #3 to preclude discharge into Pond #3; modification of existing tankage to create two separate post filtration chlorine contact chambers (one existing tank of 19,947 gallons and one new tank of 15,000 gallons); the installation of a chlorine residual monitor and a turbidimeter with chart recorders; installation of two pump control panels one for the rapid infiltration basins transfer pumps and one for the reuse water pumps transfer system; a turbine flow meter to measure golf course reuse. This permit continues the authorization to construct these modifications. A permit modification is required to place any new reuse or effluent disposal site into service.

PERMITTEE: Westgate Resorts International, Inc
FACILITY: Grenelefe Resort WWTF

PA NUMBER: FLA013016-008-DW2P/NR

REUSE:

Land Application R-001: Is an existing 0.340 MGD annual average daily flow (AADF) permitted capacity rapid infiltration basin (RIB) system. R-001 is a reuse system and consists of a four-cell RIB of 100,188 square feet of bottom surface area. R-001 is located approximately at latitude 28°3' 45" N, longitude 81°32' 42" W.

IN ACCORDANCE WITH: The limitations, monitoring requirements, and other conditions set forth in this cover sheet and Part I through Part IX on pages 1 through 19 of this permit.

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
WATER USE PERMIT
Individual
PERMIT NO. 20 005251.009**

PERMIT ISSUE DATE: July 29, 2019

EXPIRATION DATE: July 29, 2029

The Permittee is responsible for submitting an application to renew this permit no sooner than one year prior to the expiration date, and no later than the end of the last business day before the expiration date, whether or not the Permittee receives prior notification by mail. Failure to submit a renewal application prior to the expiration date and continuing to withdraw water after the expiration date is a violation of Chapter 373, Florida Statutes, and Chapter 40D-2, Florida Administrative Code, and may result in a monetary penalty and/or loss of the right to use the water. Issuance of a renewal of this permit is contingent upon District approval.

TYPE OF APPLICATION: Renewal
GRANTED TO: Grenelefe Resort Utility, Inc./ Attn: Bryon Smith
5601 Windhover Drive
Orlando, FL 32819

PROJECT NAME: Grenelefe Resort & Tennis Club
WATER USE CAUTION AREA(S): SOUTHERN WATER USE CAUTION AREA
COUNTY: Polk

TOTAL QUANTITIES AUTHORIZED UNDER THIS PERMIT (in gallons per day)	
ANNUAL AVERAGE	963,100 gpd
PEAK MONTH ¹	2,094,600 gpd
DROUGHT ANNUAL AVERAGE ²	1,028,600 gpd

1. Peak Month: Average daily use during the highest water use month.
2. Drought Annual Average: Annual average limit when less than historical average rainfall if sufficient Water Conservation credits exist in the Permittee's account.

ABSTRACT:

This is a renewal with modification of an existing water use permit for public supply, golf course and lawn and landscape irrigation. The authorized quantities shown above are a decrease from those previously permitted. The annual average quantity decreased from 1,234,500 gallons per day (gpd) to 963,100 gpd, the drought annual average quantity decreased from 1,312,300 gpd to 1,028,600 gpd, and the peak month quantity decreased from 2,610,200 gpd to 2,094,600 gpd. The decrease in quantities is due to updated population projections and adjustments in irrigated acreage for two 18-hole golf courses. The water use type has not changed from the previous revision. Quantities are based on a compliance per capita of 170 gpd, a projected population of 2,809 people in the year 2030, information provided by the applicant, site specific data, and the District's irrigation allocation calculation program, AGMOD.

This application satisfies existing conditions for permit issuance because reasonable assurances have been approved that demonstrate that water resources, existing legal users, offsite land uses, and surface water and groundwater quality will not be adversely impacted. Additionally, documentation has been provided that demonstrates the request is necessary to fulfill a reasonable demand, conservation measures will be incorporated, and an evaluation of alternative water has been provided. The recommended permit duration is commensurate with the applicant's ability to satisfy conditions of permit issuance.

The CFWI is a collaborative regional water supply endeavor to protect, conserve, and restore water resources in the area by working to accomplish the goals presented in the Central Florida Water Initiative Guidance Document. These goals include crafting long-term water supply solutions for the Central Florida region. The CFWI effort may also result in specific regulatory requirements. While the scope and content of these regulatory requirements are unknown at this time, it is possible they may include requirements that are related to the Permittee's relative contribution to the water resource impact being addressed, the timing of permit issuance compared to other existing legal users, and/or include other considerations identified by the CFWI Solutions Planning and Regulatory Teams. Therefore, this permit includes Special Conditions that provide specific notification that the permit may be modified during the term of the permit to address unanticipated harm or impacts to existing legal users that is occurring or is projected to occur from the Permittee's authorized withdrawal over the permit duration. Since this application is located within the CFWI area, it is necessary for the applicant to consider implementing the heightened water conservation requirements defined in the Special Conditions. The applicant is advised to carefully consider its infrastructure investments in light of the on-going Central Florida Water Initiative.

Special conditions include those that require the Permittee to continue to: record and report monthly meter readings from all withdrawal points, submit Public Supply Annual Report by April 1 of each year on water use during the previous calendar year, submit the Annual Report on Water Rate Billing and Meter Reading Practices by October 1 of each year, continue to have a water conserving rate structure, reduce the actual compliance per capita to 150 gpcd by 2020, continue to implement the District-approved water conservation plan and submit a report on implementation of new components in the Public Supply Annual Report, report on feasibility of using reclaimed water for golf course irrigation, and continue with reporting water levels from staff gages and monitor wells.

WATER USE TABLE (in gpd)

<u>USE</u>	<u>ANNUAL AVERAGE</u>	<u>PEAK MONTH</u>	<u>DROUGHT ANNUAL AVERAGE</u>
Landscape/Recreation	485,600	1,473,800	551,100
Public Supply	477,500	620,800	477,500

USES AND IRRIGATION ALLOCATION RATE TABLE

<u>CROP/USE TYPE</u>	<u>IRRIGATED ACRES</u>	<u>IRRIGATION METHOD</u>	<u>STANDARD IRRIGATION RATE</u>	<u>DROUGHT IRRIGATION RATE</u>
Golf Course	111.83	Sprinkler Over Plant	31.60"/yr.	35.05"/yr.
Lawn & Landscape	118.00	Sprinkler Over Plant	25.30"/yr.	29.56"/yr.
Residential Single Family				

PUBLIC SUPPLY:

Population Served: 2,809
 Per Capita Rate: 170 gpd/person

WITHDRAWAL POINT QUANTITY TABLE

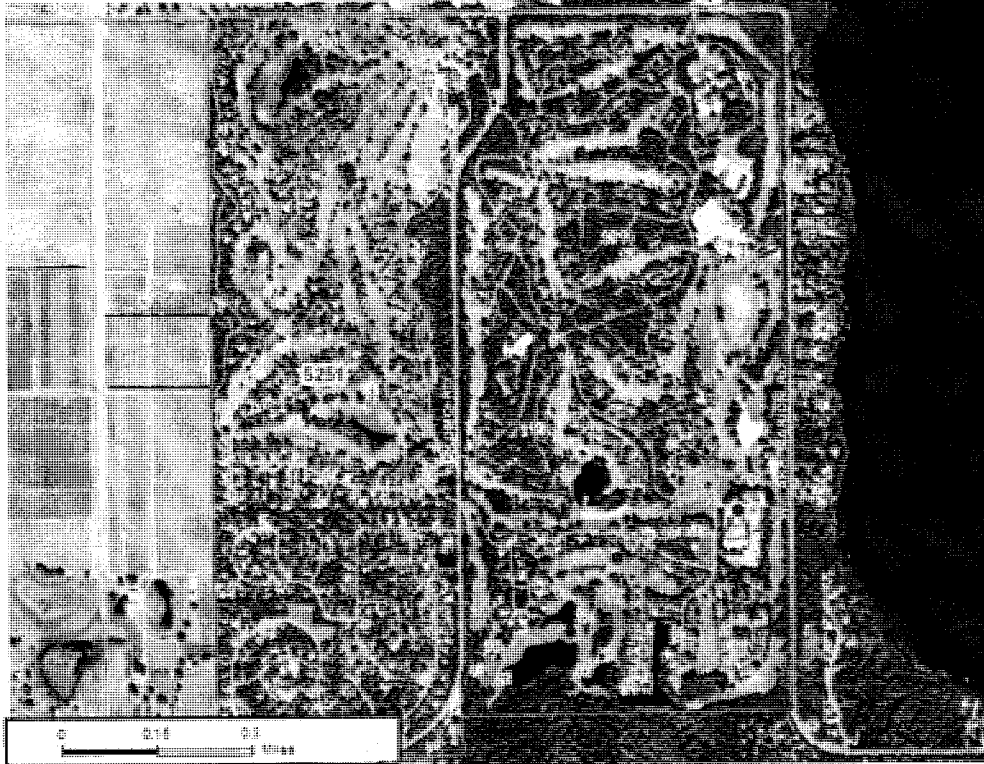
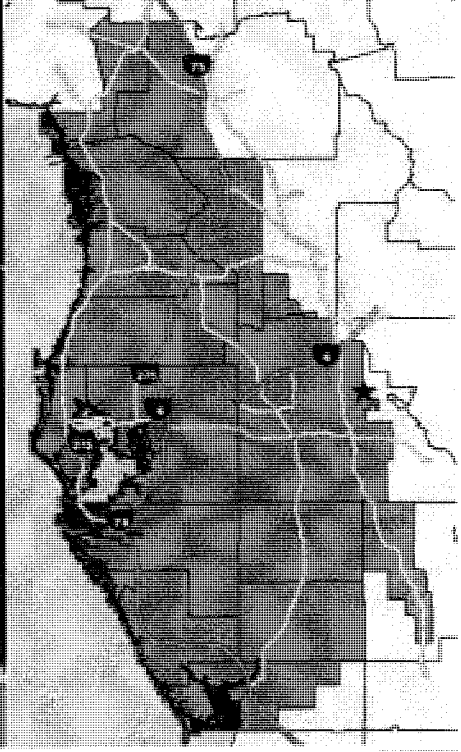
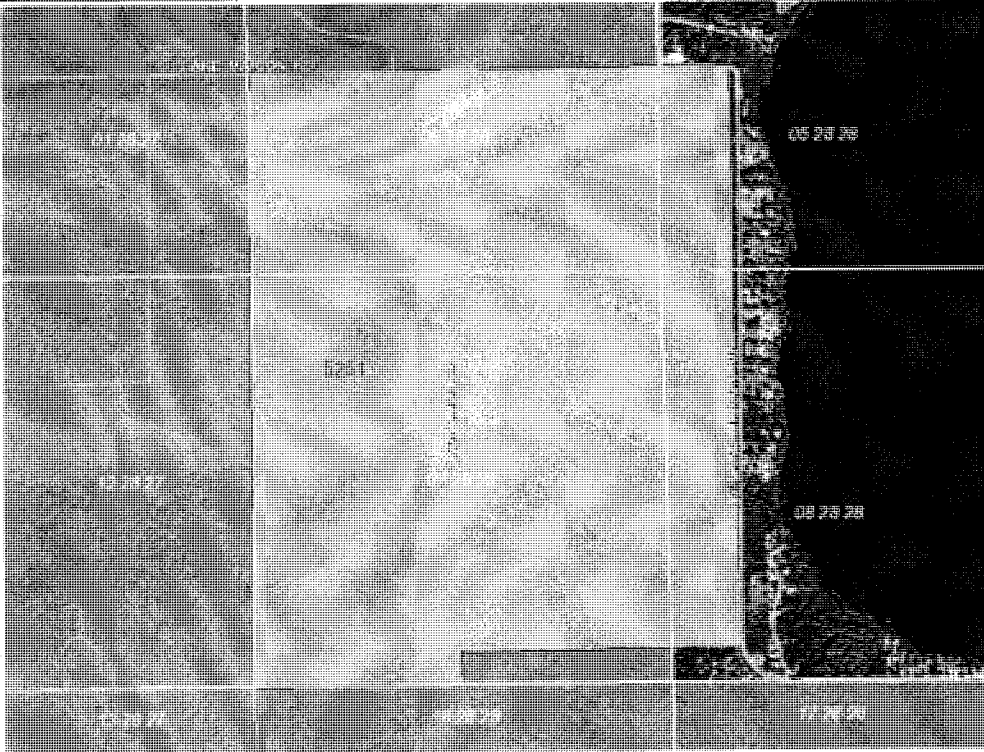
Water use from these withdrawal points are restricted to the quantities given below:

<u>I.D. NO.</u> <u>PERMITTEE/ DISTRICT</u>	<u>DIAM</u> <u>(in.)</u>	<u>DEPTH</u> <u>TTL./CSD.FT.</u> <u>(feet bls)</u>	<u>USE DESCRIPTION</u>	<u>AVERAGE</u> <u>(gpd)</u>	<u>PEAK</u> <u>MONTH</u> <u>(gpd)</u>
3 / 3	12	545 / 109	Irrigation	222,500	753,500
4 / 4	6	551 / 120	Irrigation	222,500	753,500
6 / 6	12	904 / 674	Public Supply	477,500	620,800
7 / 7	12	338 / 137	Irrigation	222,500	753,500
9 / 9	6	550 / 145	Irrigation	222,500	753,500
10 / 10	10	1,440 / 710	Public Supply	477,500	620,800
11 / 11	12	636 / 152	Irrigation	263,100	720,300
12 / 12	6	952 / 168	Irrigation	263,100	720,300
13 / 13	6	588 / 238	Irrigation	263,100	720,300
15 / 17	12	UNK / UNK	Irrigation	222,500	753,500

WITHDRAWAL POINT LOCATION TABLE

<u>DISTRICT I.D. NO.</u>	<u>LATITUDE/LONGITUDE</u>
3	28° 04' 25.32"/81° 33' 45.00"
4	28° 04' 25.36"/81° 33' 44.87"
6	28° 04' 23.71"/81° 32' 55.44"
7	28° 04' 04.44"/81° 33' 05.04"
9	28° 04' 04.56"/81° 33' 05.34"
10	28° 03' 53.28"/81° 33' 07.92"
11	28° 04' 13.44"/81° 32' 56.76"
12	28° 04' 13.53"/81° 32' 56.76"
13	28° 04' 13.42"/81° 32' 56.92"
17	28° 03' 41.02"/81° 32' 56.62"

Location Map
Grenelefe Resort Utility, Inc./ Attn: Bryon Smith
WUP No. 20 005251.009



Legend

- DIDs
- WUP Boundary

2017 Natural Color Imagery
POLK COUNTY

*Southwest Florida
Water Management District*



Florida Public Service Commission

SPECIAL REPORT

MARCH 2012

Application for staff-assisted rate case in Polk County by

Grenelefe Resort Utility, Inc.

DOCKET NO. 110141-WS

On May 10, 2011, Grenelefe Resort Utility, Inc. (Grenelefe) filed an application with the Florida Public Service Commission (PSC or Commission) for a staff-assisted rate case to increase its water and wastewater rates. Grenelefe provides service to approximately 1,254 water and 1,210 wastewater customers in Polk County.

QUESTIONS & ANSWERS

1 Is there an opportunity for public input on this rate case?

Yes. As part of the evaluation process for Grenelefe's rate request, the Commission staff will conduct a customer meeting to allow customer feedback about Grenelefe and the rate-setting process. Customer comments, written and oral, will be taken into consideration when the Commission reaches a decision. One or more Commissioners may attend and participate during the customer meeting.

2 Why is Grenelefe requesting a rate increase?

Grenelefe is requesting a rate increase to cover increasing operating costs.

3 When was Grenelefe's last approved rate increase?

This is Grenelefe's first rate case before the Commission.

4 Presently, how much are the average monthly water and wastewater bills for a residential customer?

Currently, the average monthly water and wastewater bills for a residential customer are \$8.22 and \$11.70, respectively.

CUSTOMER MEETING

Thursday, March 22, 2012
6:00 p.m.
Grenelefe Resort Golf Clubhouse
3200 State Route 544
Haines City, FL 33844

Continued on back

Part II, (E)
Exhibit-A

5 Using staff's proposed rates, how much would the average monthly water and wastewater bills be for a residential customer?

Under staff's proposal, the average monthly water and wastewater bills for a residential customer would be \$10.54 and \$17.44, respectively.

6 What if I cannot attend the customer meeting or prefer not to speak? Are there other ways to comment on this case?

Any person who wants to comment or provide information to the Commission regarding this matter may do so orally at the meeting or in writing.* Written comments should be mailed to:

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

The PSC will also accept faxes and e-mails.

Fax number: 1-800-511-0809

Internet e-mail address:
contact@psc.state.fl.us

Please be sure to include the docket number, **110141-WS**.

Customer comments are placed on the consumer side of the docket file and are taken into consideration by the Commissioners in reaching their decision. In accordance with Florida Statutes, the PSC will also consider Grenelefe's quality of service and other matters. If you have questions, contact the Florida Public Service Commission's Division of Safety, Reliability and Consumer Assistance at 1-800-342-3552.

Any e-mail or other correspondence sent to a Florida Public Service Commissioner, or any other public official and/or employee of the PSC, in the transaction of public business is considered a public record and

is subject to Florida's Public Records Law. This means that Florida law generally requires the PSC to provide a copy of any such e-mail or correspondence, upon request, for inspection and copying to any Florida citizen or to any member of the media.

7 Who can answer technical or legal questions?

For technical questions, contact:

Avy Smith
(850) 413-6425

Sonica Bruce
(850) 413-6994

Shannon Hudson
(850) 413-7021

Bart Fletcher
(850) 413-7017

Robert Simpson
(850) 413-7001

For legal questions, contact:

Lee Eng Tan
(850) 413-6185

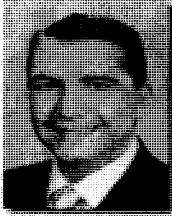
8 Where on the Internet can I obtain more detailed information?

Detailed docket information is available on the PSC Web site at www.floridapsc.com. Click on **Dockets and Filings/Dockets** and then type in the docket number, **110141**.

9 When will the PSC make a decision?

The PSC staff is scheduled to file a recommendation with the Commission on May 10, 2012. The Commissioners are expected to vote on this matter at the May 22, 2012 Commission Conference.

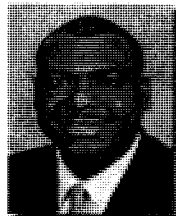
PSC Commissioners



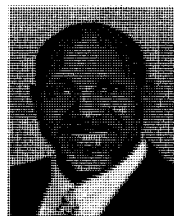
COMMISSIONER
Eduardo E. Balbis



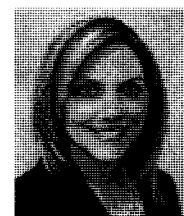
COMMISSIONER
Lisa Polak Edgar



CHAIRMAN
Ronald A. Brisé



COMMISSIONER
Art Graham



COMMISSIONER
Julie I. Brown

Grenelefe Monthly Water Service Rates

	Utility Present Rates	Staff Recommended Rates
<u>General Service (GS) and Multi-Residential</u>		
Base Facility Charge by Meter Size		
5/8" x 3/4"	\$ 5.98	\$ 6.38
3/4"	N/A	\$ 9.57
1"	\$ 14.94	\$ 15.95
1-1/2"	\$ 29.88	\$ 31.90
2"	\$ 47.80	\$ 51.04
3"	\$ 95.60	\$ 102.08
4"	\$ 149.36	\$ 159.50
6"	\$ 298.73	\$ 319.00
GS Gallonage Charge, per 1,000 Gallons	\$ 0.78	\$ 2.01
<u>GS Irrigation Service (Potable Water)</u>		
All meter sizes	\$ 5.98	N/A
5/8" x 3/4"	N/A	\$ 6.38
3/4"	N/A	\$ 9.57
1"	N/A	\$ 15.95
1-1/2"	N/A	\$ 31.90
2"	N/A	\$ 51.04
3"	N/A	\$ 102.08
4"	N/A	\$ 159.50
6"	N/A	\$ 319.00

Continued on back

Grenelefe Monthly Water Service Rates (Cont.)

	Utility Present Rates	Staff Recommended Rates
<u>GS Irrigation Service Gallonage Charge (Potable Water)</u>		
0 - 25,000 Gallons	\$ 1.56	N/A
25,001+ Gallons	\$ 2.34	N/A
Per 1,000 Gallons	N/A	\$ 2.01
 <u>Residential Service (RS)</u>		
Base Facility Charge by Meter Size		
5/8" x 3/4"	\$ 5.98	\$ 6.38
3/4"	N/A	\$ 9.57
1"	\$ 14.94	\$ 15.95
1-1/2"	\$ 29.88	\$ 31.90
2"	N/A	\$ 51.04
3"	N/A	\$ 102.08
4"	N/A	\$ 159.50
6"	N/A	\$ 319.00
 <u>RS Gallonage Charge</u>		
0 - 10,000 Gallons	\$ 0.78	N/A
10,000 - 35,000 Gallons	\$ 1.56	N/A
35,000+ Gallons	\$ 2.34	N/A
0 - 5,000 Gallons	N/A	\$ 1.45
5,000 - 10,000 Gallons	N/A	\$ 1.86
10,000 - 15,000 Gallons	N/A	\$ 2.79
15,000+ Gallons	N/A	\$ 3.72

Grenelefe Monthly Water Service Rates (Cont.)

	Utility Present Rates	Staff Recommended Rates	
<u>RS Irrigation Service (Potable Water)</u>			
All meter sizes	\$ 5.98	N/A	
5/8" x 3/4"	N/A	\$ 6.38	
3/4"	N/A	\$ 9.57	
1"	N/A	\$ 15.95	
1-1/2"	N/A	\$ 31.90	
2"	N/A	\$ 51.04	
3"	N/A	\$ 102.08	
4"	N/A	\$ 159.50	
6"	N/A	\$ 319.00	
 <u>RS Irrigation Service Gallonage Charge (Potable Water)</u>			
0 - 25,000 Gallons	\$ 1.56	N/A	
25,000+ Gallons	\$ 2.34	N/A	
0 - 5,000 Gallons	N/A	\$ 1.45	
5,000 - 10,000 Gallons	N/A	\$ 1.86	
10,000 - 15,000 Gallons	N/A	\$ 2.79	
15,000+ Gallons	N/A	\$ 3.72	
 <u>Typical Residential Bills 5/8" x 3/4" Meter</u>			
3,000 Gallons	\$ 8.32	\$ 10.73	
5,000 Gallons	\$ 9.88	\$ 13.63	
10,000 Gallons	\$ 13.78	\$ 22.93	
 <u>Irrigation Service (Non-Potable Water)*</u>			
	<u>Base Rate</u>	<u>Usage \$/Kgals</u>	<u>Inverted Rate</u>
5/8" x 3/4"	\$ 3.07	\$0.66 to 50 Kgals	\$2.34 > 50 Kgals
1"	\$ 7.68	\$0.66 to 125 Kgals	\$2.34 > 125 Kgals
1-1/2"	\$ 15.37	\$0.66 to 250 Kgals	\$2.34 > 250 Kgals
2"	\$ 24.59	\$0.66 to 400 Kgals	\$2.34 > 400 Kgals

*Staff's recommended rates for Irrigation Service for non-potable water will remain the same as the current rates.

Continued on back

Grenelefe Monthly Wastewater Service Rates

	Utility Present Rates	Staff Recommended Rates
<u>Residential Service</u>		
All meter sizes	\$ 8.46	\$ 8.35
<u>Gallonage Charge</u>		
Per 1,000 Gallons (10,000 gallon cap)	\$ 1.13	N/A
Per 1,000 Gallons (8,000 gallon cap)	N/A	\$ 3.17
<u>General Service</u>		
Base Facility Charge by Meter Size		
5/8" x 3/4"	\$ 8.46	\$ 8.35
3/4"	N/A	\$ 12.53
1"	\$ 21.14	\$ 20.88
1-1/2"	\$ 42.29	\$ 41.75
2"	\$ 67.67	\$ 66.80
3"	\$ 135.34	\$ 133.60
4"	\$ 211.45	\$ 208.75
6"	\$ 422.92	\$ 417.50
Gallonage Charge per 1,000 gallons	\$ 1.13	\$ 3.80
<u>Typical Residential Bills 5/8" x 3/4" Meter</u>		
3,000 Gallons	\$ 11.85	\$ 17.86
5,000 Gallons	\$ 14.11	\$ 24.20
8,000 Gallons	\$ 17.50	\$ 33.71

Part II, D-6 >
Exhibit-E

Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



Ron DeSantis
Governor

Scott A. Rivkees
State Surgeon General

Vision: To be the Healthiest State in the Nation

July 22, 2019

GRENELEFE RESORT UTILITY INC
PWS: Id. No. 6530692

Rec'd
07.30.19
2:52 p.m.
N.T.Q.

CENTRAL FLORIDA ENVESTMENTS/WESTGATE RESORTS
PO BOX 692229
ORLANDO, FL 32869

Dear Water System Owner:

A sanitary survey of your system conducted on July 22, 2019 indicates the following deficiencies in reference to the public drinking water requirements listed in *Chapter 62 Florida Administrative Code*.

The operation and maintenance manual was not available for review during the sanitary survey. Chapter 62-555.350(13) states that the supplier of water shall provide an operation and maintenance manual for each drinking water treatment plant. The manual must be kept updated and shall contain operation and control procedures, and preventive maintenance and repair procedures, for all plant equipment. Bound and indexed equipment manufacturer manuals shall be considered sufficient to meet the requirements of this section. For help on putting together the operation and maintenance manual, see Florida Rural Water Association website (www.frwa.net). An example of an operation and maintenance manual can be found on their website at: <http://www.frwa.net/GENERAL%20INFORMATION/FRWA-O&MPreventativeManual-020806.doc> Florida Rural Water Association also offers consultations regarding the operation and maintenance manual in case you need it.

The cross connection control program was not available for review during the sanitary survey. Chapter 62-555.360(2) requires all community water systems to establish and implement a routine cross-connection control program to detect and control cross-connections and prevent backflow of contaminants into the water system. This program shall include a written plan that is developed using recommended practices of American Water Works Association set forth in *Recommended Practice for Backflow Prevention and Cross-Connection Control, AWWA Manual M14*, as incorporated into Rule 62-555.330, F.A.C. Please submit a current copy of this plan to this office for review.

REMINDER

The tank inspection report was not available for review during the sanitary survey. Chapter 62-555.350(2) requires that finished-drinking-water storage tanks be inspected for structural and coating integrity at least once every five years by personnel under the responsible charge of a professional engineer licensed in Florida. All tank inspection reports must be signed and sealed by the responsible

**Florida Department of Health
in Polk County**
ENVIRONMENTAL HEALTH DIVISION
2090 East Clower Street • Bartow, FL 33830-6741
PHONE: (863) 519-8330 • FAX: (863) 534-7245
www.MyPolkHealth.org



www.FloridaHealth.gov
TWITTER: HealthyFLA
FACEBOOK: FLDepartmentofHealth
YOUTUBE: fldoh
FLICKR: HealthyFla
PINTEREST: HealthyFla

GRENELEFE RESORT UTILITY INC

Page 2

professional engineer to be valid. Please forward a copy of the tank inspection report to this office, or submit a written statement stating when the tank is to be inspected. (Your Tank Inspection is Due By 02/2020)

Please take the necessary steps to correct these deficiencies within thirty (30) days of the date of this notice, unless otherwise noted above, and **notify the Department in writing**. If the deficiencies cannot be corrected within the thirty (30) days period, a written schedule stating when the deficiencies will be corrected must be submitted to this office within the thirty (30) day time frame. Failure to comply may result in referral to the enforcement section for further action and the possible imposition of a fine.

If you have any questions, please contact me at (863) 519-8330 ext. 2021.

Sincerely,

A handwritten signature in black ink, appearing to read 'H. Taghiof', written over a horizontal line.

Henry Taghiof
Engineer III



Vision: To be the Healthiest State in the Nation

DATA INPUT
 Date: 07/22/2019
 Initials: H-T

Polk County Health Department
 2090 East Clower Street, Bartow, FL 33830
 Phone (863) 519-8330

COMPLIANCE RESULTS
 I C
 M F
 O

SANITARY SURVEY REPORT

System Name	<u>Grenelefe Resorts, LLC</u>	County	<u>Polk</u>	PWS ID#	<u>6530692</u>
Plant Location	<u>3200 State Road 546, Haines City, FL 33844</u>	Phone	<u>(863) 422-4137</u>		
Owner Name	<u>Central Florida Investments / Westgate Resorts</u>	Phone	<u>(407) 351-3350</u>		
Owner Address	<u>5601 Windover Drive, Orlando, FL 32819</u>	Fax	<u>(863) 421-5003</u>		
Contact Person	<u>Patrick Henry</u> Title <u>Utility Manager</u> Email <u>greg_maultsby@wgresorts.com</u>	Phone	<u>(863) 605-3035</u>		
Alternate Contact	<u>Richard Moore</u> Title <u>unknown</u> Email <u>richard_moore@wgresorts.com</u>	Phone	<u>(407) 351-3350</u>		
This Survey Date	<u>07/22/2019</u>	Last Survey Date	<u>08/14/2018</u>	Last C.I. Date	<u>02/21/2012</u>

PWS TYPE & CLASS Community Non-transient Non-Community Transient Non-Community

PWS STATUS Approved System Accepted System Unapproved System

SERVICE AREA CHARACTERISTICS

Resort & S/D
Food Service: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

GENERAL SURVEY COMMENTS

None

DEFICIENCIES

ACTION TAKEN:

No Operation and Maintenance Manual.	Letter, Correct in 30 DAY,S
No Cross Connection Control Program at The Facility.	" " " " " "
Recommendation	
The well casings do not extend 12 inches above the concrete pads.	Letter

Inspector Henry Taghiof Title Engineering Specialist III Forward Date 07/22/2019
 Reviewer Ron Stadellacher Title End. Supervisor II Review Date 7/23/19

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
WASTEWATER COMPLIANCE INSPECTION REPORT
FACILITY AND INSPECTION INFORMATION

Name and Physical Location of Facility	WAFR ID:	County	Entry Date/Time
Grenelefe Resort WWTF	FLA013016	Polk	2.27.15 @ 10:50am
Abbey Street in Grenelefe		Phone	Exit Date/Time
Haines City, FL 32819		(863) 422-7511	2.27.15 @ 11:19am

Names of Field Representatives	Title	Email	Phone
Patrick Henry	Operator	Pat_henry@wgresorts.com	(863) 422-7511

Name and Address of Permittee or Designated Representative	Title	Phone
Mark Waltrip	Chief Op. Officer	(407) 351-3350
5601 Windhover Drive	Email	
Orlando, FL 32819	Mark_waltrip@wgresorts.com	

Inspection Type	C	E	I		Samples Taken(Y/N): N
X Domestic		Industrial			Were Photos Taken(Y/N): N

FACILITY COMPLIANCE AREAS EVALUATED

IC: In Compliance; MC: Minor Out of Compliance; NC: Out of Compliance; SC: Significant Non-Compliance; NA: Not Applicable; NE or Blank: Not Evaluated

Significant Non-Compliance Criteria Should be Reviewed when Out of Compliance Ratings Are Given in Areas Marked by a "♦"

	PERMITS/ORDERS		SELF MONITORING PROGRAM		FACILITY OPERATIONS		EFFLUENT/DISPOSAL
IC	1. ♦Permit	NE	3. Laboratory	IC	6. Facility Site Review	IC	9. ♦Effluent Quality
IC	2. ♦Compliance Schedules	NE	4. Sampling	MC	7. Flow Measurement	IC	10. ♦Effluent Disposal
		IC	5. ♦Records & Reports	IC	8. ♦Operation & Maintenance	IC	11. Biosolids/Sludge
						IC	12. Groundwater
NE	14. Other:					NE	13. SSO Survey

Facility and/or Order Compliance Status:	X In-Compliance	Out-Of-Compliance	Significant-Out-Of-Compliance
Recommended Actions: None.			

Names and Signatures of Inspectors:	District Office/Phone Number	Date
Jackie Jordan <i>Jackie Jordan</i>	SWD/ (813) 470-5789	3.30.2015
Signature of Reviewer	District Office/Phone Number	Date
Vicki McGucken <i>Vicki Sue McGucken</i>	SWD/ (813) 470-5755	3/31/2015

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INSPECTION REPORT SUMMARY

Facility Address: Abbey Street in Grenelefe, Haines City, FL 32819

Program/ Permit Information: DW, issuance date: 1.20.2012, expiration date: 1.19.2017

Treatment Summary: Type I, Extended Aeration Treatment Plant W/Reuse to a four-cell RIB

Permitted Capacity: 0.680 MGD, but limited to operate at 0.340 MGD

1. **Permit:** RATING – In-Compliance

Observations:

The permit expires January 19, 2017. A copy of the current permit was kept on site.

2. **Compliance Schedules:** RATING – In-Compliance

3. **Laboratory:** RATING – Not Evaluated

Observations:

The contract laboratory used is Florida-Spectrum Environmental Services, Inc - Pembroke Laboratory, DOH# E84088. A copy of the current laboratory certification was not found on site, but the laboratory was verified online. The Department recommends keeping a current copy of the laboratory certificate on site and available for inspection.

4. **Sampling:** RATING – Not Evaluated

5. **Records and Reports:** RATING – In-Compliance

Observations:

The log book was current and complete. A current copy of the reduced pressure zone (RPZ) backflow prevention device certification was found on site. The 2014 RPZ certification expires on May 20, 2015. A copy of the operator's license #0008741, for Patrick Henry, was not found on site, but was verified online. Please maintain a current copy of the operators' licenses on site. The operation and maintenance manual on site was last updated on August 20, 2003. At the FDEP office, the Discharge Monitoring Reports (DMRs) were reviewed for January 2014 through January 2015. No error or omission was noted.

Please Note: A more efficient and paperless alternative to reporting discharge and groundwater monitoring data is available at <http://www.edmr.dep.state.fl.us>.”

6. **Facility Site Review:** RATING – In-Compliance

Observations:

The facility was secure, well-operated and maintained.

7. **Flow Measurement:** RATING – Minor Out-of-Compliance

Deficiency Description:

The current flow calibration was not found on site.

Permit/Rule or Other Reference:

Chapter 62-601.500(6), F.A.C: Recording flow meters and totalizers shall be required to measure flows of 100,000 gallons per day or greater. Flow recording devices shall be calibrated on an annual basis.

Corrective Action:

A copy of the 2015 flow calibration was received by the Department on March 30, 2015. The calibration expires on March 24, 2016.

Facility Name: Grenelefe Resort WWTF

Inspection Date: 2.27.2015

8. **Operation and Maintenance:** RATING – In-Compliance

Observations:

The plant appeared to be well-operated.

9. **Effluent Quality:** RATING – In-Compliance

Observations:

The Total Chlorine Residual (TCR) was greater than 2.2 mg/L at 11:02 am, as measured by the inspector on the day of inspection.

10. **Effluent Disposal:** RATING – In-Compliance

Observations:

The four-cells of the Rapid Infiltration Basin (RIB) were mowed and maintained.

11. **Biosolids/Sludge:** RATING – In-Compliance

Observations:

The most recent hauling ticket was found on site. Appalachian Material Service, Inc., hauled 25,000 gallons on February 26, 2015.

12. **Groundwater Quality:** RATING – In-Compliance

Observations:

Part D DMRs were reviewed for January 2014 through January 2015. There was one exceedance in March 2014. The Fecal Coliform result for MWC-02 of 13 CFU exceeded the groundwater standard of 4 CFU.

13. **SSO Survey:** RATING – Not Evaluated

14. **Other:** RATING – Not Applicable

Part II, G, Exhibit A

All notices and correspondence to be directed at:

Lake Marion Investment LLC

Attn: Chong Yo

8356 Golden Prairie Dr.

Tampa, FL 33647

Email: johnny_cyy@yahoo.com

Tel: 917-385-1467

(Part II, G)
Exhibit A