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

3/30/15

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

RE: Company response to staff third data request for docket # 140174-W. \* original + 4 copies 04/6/15

Dear Commission clerk:

Please add to the above docket file.

On behalf of the utility,

Mike Smallridge.

# Company response to staff third data request.

- See attached spreadsheet.
- 2. No.

CLK

3. Information provided

AFD	<ul> <li>A. Four Points Utility Corp. &amp; Bimini Bay Utilities.</li> <li>B. Appointed Receiver March of 2012 for both Bimini Bay and Four points.</li> <li>C. Both utilities are located in Polk County. Certificate for Four Points is 634-W &amp; 544-s. Bimini Bay does not have certificates. I do not know the reason why not.</li> <li>D. Copies are located in Docket # 110254 document # 02089-12.</li> </ul>
ENG 4.	See enclosed.
GCI	a contract the con

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

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

On behalf of the utility,

Mike Smallridge

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

# FLORIDA UTILITY SERVICES 1, LLC 3336 GRAND BLVD. SUITE 102 HOLIDAY, FL. 34690 863-904-5574

3/24/15

Ryan Greenawalt Florida Department of Environmental Protection 13051 North Telecom Parkway Temple Terrace, FL. 33637-0926

RE: Utility response to March 17, 2015 letter for Crestridge Utilities.

Dear Mr. Greenawalt:

In response to your March 17, 2015 letter under outstanding deficiencies, the utility response is as follows.

## 1. Hydropneumatic tank #4 is rusting.

I plan on replacing the tank with a "like for like" tank, pending approval of the Florida Public Service Commission. I am in the process of obtaining bids for the purchase and installation of the tank. Also, I have submitted invoices to the Florida Public Service Commission in the current rate case filing.

#### 2. Flow Meter Accuracy Checks.

The invoices to replace this meter have been submitted to the Florida Public Service Commission for approval in the rate case the utility has filed. I plan on replacing this flow meter as soon as the rates are approved around the September 2015 time frame. In an effort to minimize customer inconvenience, I chose this time frame because I have to replace the old galvanized pipes in the well house and would like to do all the repairs at one time. This gives me the ability to notify the customer in writing with the proper notice. The above also applies for the check valve at well #2.

I will provide you updated information as it is made available to me.

On behalf of the utility,

Michael Smallridge
Mike Smallridge



# FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Southwest District 13051 North Telecom Parkway Temple Terrace, FL 33637-0926 813-470-5700 RICK SCOTT GOVERNOR

CARLOS LOPEZ-CANTERA LT. GOVERNOR

JONATHAN P. STEVERSON SECRETARY

March 17, 2015

Mr. Michael Smallridge Crestridge Utilities, LLC 1902 Barton Park Road #201 Auburndale, FL 33823 utilityconsultant@yahoo.com

Re:

Compliance Assistance Offer Crestridge Gardens Utilities 651-0403 Pasco County

Dear Mr. Smallridge,

A sanitary survey inspection was conducted at your potable water system on January 27, 2015, under the authority of Section 403.061, Florida Statutes (F.S.). During this inspection, possible violations of Chapter 403, F.S. and Chapter 62-555, Florida Administrative Code (F.A.C.) were observed. The purpose of this letter is to offer you compliance assistance as a means of resolving these matters.

Please see the attached inspection report for a full account of Department observations and be advised this Compliance Assistance Offer is part of an agency investigation preliminary to agency action in accordance with Section 120.57(5), F.S. We request you review the items of concern noted in the attached inspection report and respond in writing within 15 days of receipt of this Compliance Assistance Offer. Your written response should either:

- 1. Describe what you have done to resolve the issue (see "Recommendations for Corrective Action" section of the report),
- 2. Provide information that either mitigates the concerns or demonstrates them to be invalid, or
- 3. Arrange for one of our inspectors to visit your system to offer suggested actions to return to compliance without enforcement.

Crestridge Gardens 651-0403 Compliance Assistance Offer Page 2 of 2

It is the Department's desire that you are able to document compliance or corrective actions concerning the possible violations identified in the attached inspection report so that this matter can be closed without enforcement. Your failure to respond promptly in writing (or by e-mail) may result in the initiation of formal enforcement proceedings.

Please address your response and any questions to Ryan Greenawalt of the Southwest District Office at (813) 470-5787 or via e-mail at <a href="mailto:Ryan.Greenawalt@dep.state.fl.us">Ryan.Greenawalt@dep.state.fl.us</a>. We look forward to your cooperation with this matter.

Sincerely,

Kelly L. Bishop, PG Assistant Director Southwest District

Florida Department of Environmental Protection

KLB/ew/rg

**Enclosures:** Inspection Report

cc: Judy Rivette, utility manager; <u>judyrivette@yahoo.com</u> Eric Karl, system operator; <u>erickarl63@yahoo.com</u>

SANITARY	SURVEY RE	PORT - S	mall Syst	ems – C	hlor	ine/Aeration		Page 1		
Water system: CR	ESTRIDGE GARD	ENS UTTLIT	TES			01				
	term address: \$336 GRAND RIVID, SUITE \$102  Solve									
			•		-					
					- 01		296,000	Storage capacity:		
System phone:		D, SUITE #	F102					State FL Zip 34696		
		office ma		<del></del>			Cell:			
Contacts:	ack Love, ser	viceman: 8	lager 163-232-79	69		Email: judyrivette	e@yahoo	.com		
Owner name: N	TIKE SMALLRIDG	E OF CREST	RIDGE UTI	LITES. LI	c.			and the Carry		
<u>C.</u>						City HOT TORY				
Owner phone: 7					_					
						Er	nail: ut	ilityconsultant@yahoo.com		
		lf "No", Operato	or sections not a	applicable)		Operator class & cert. num	ber: C	7237		
	RIC KARL		<del></del>			Pho	one: 35	2-848-5415		
Fax number:	·					Email: erikar163@y	/ahoo.co	xm		
Well Name and/or El	Liniano Moli ID	Well 2	Well 3	Well 4		_				
		AAB4556*	AAB4557*	AAB4558	*	Storage type used: Allydro	☐ Elevated ☐ Bladder ☐ N/A			
		Yes	No	Yes		Inspections compliant? (annual/5	iyr)	No, see deficiencies		
			Yes	Yes		Washouts compliant? (every 5 yrs	s)			
				Yes						
		T	<del> </del>	Yes			ox below i	f not compliant,		
			<del></del>		-   {	≧ <u>≩                                   </u>	tglass [	□Bypass □Drain ☑Compliant		
Flow measurable? (if a					APPURTENANCES: "X" bo	x below i	fnot compliant . N/A			
Flow meter accuracy of	hecked?: No,					Hatch				
Well capacity > maxim	um day?									
Setbacks compliant?(ha	azard type and distance)				1 2			· · · · · · · · · · · · · · · · · · ·		
Name of plant & type of	of chlorination	2 /	3 /	4/	OMTRO			ukyak		
			. HAbo	Нуро	U/Sd#	8	ionar?	N/A		
	nt?		Yes	Yes	ā	nor capacity compliant?		N/A		
								**		
					SING	Chlorine grab sampling complia	nt?	Yes		
					OLIN	Chomical compliant?		Yes		
Cl solution strength?	)				Se Se			Yes		
중 Solution tank compli	ant?(covered/etc)						1?(c,p)	Yes		
	compliant?									
		No				Bacteriological Disinfection	Delow If I	ot compliant		
		N/A			ENT			S (C, P) Lead & Copper (C, P)		
		N/A	N/A		AGEM			orana CDina Chlou Matan		
			N/A							
Choose type: "X" bo	x below if not con	npliant n/A								
Toursell Filled F	]Lid Bypass [	]Drain □Alg	ae Free 🔲 C	ompliant						
		·	ee nemarka	,	œ					
			~ Temptys							
	and and the					MORs submittal compliant?				
LD SAMPLING RESULTS	Plant CI (mg/L)					Distribution Cl (mg/L)				
MENTS: * Plant #2 locat	ted on Zodiac Ave	& Excalib	ır St. Plant	#4 locate	d on		Plant #3	4825 Powersong Ct.		

XMMENIS: \* Plant #2 located on Zodiac Ave. & Excalibur St. Plant #4 located on Sentinel St. & Panorama Ave. Plant #3 located on Gaslight Ave, but has been off-line since 9/2013. Plant #3 was not inspected. All wells have turbine pumps.

\*\* Unable to verify at time of inspection



#### **DEFICIENCIES**

### **Outstanding Deficiencies:**

## 1. HYDROPNEUMATIC TANK #4 IS RUSTING

REGULATION REFERENCE: Rule 62-555.350(2), F.A.C.

CORRECTIVE ACTION: Department records indicate the 8-2012 tank inspection report under a professional engineer recommended that the tank be replaced within 6-9 months. The Department is requesting the utility submit your plans for this tank or an updated tank inspection under a professional engineer licensed in Florida which indicates that the tank is safe for operation within 30 days.

If the tank does need to be replaced, the tank will need to be replaced with a "like for like" (same capacity)
ASME-certified (American Society of Mechanical Engineers) or ANSI/WSC Standard PST 2000 (120 gallons or
less) hydropneumatic tank. . This deficiency was noted in the March 2012 sanitary survey.

## 2. FLOW METER ACCURACY CHECKS

REGULATION REFERENCE: Rule 62-555.350(2), F.A.C.

CORRECTIVE ACTION: All flow meters are required to be checked for accuracy based on manufacturer recommendations within 30 days.

Letter correspondence received by the Department on 2-26-2015 with flow meter accuracy test conducted 12-2014. Meter #2 (Master Meter) showed an error differential of ~19%. Please repair or replace meter to get within a 5% error differential or less.

#### **Corrected Deficiencies:**

# 1. CHLORINE SOLUTION BARREL AT PLANTS #2 AND #4 NOT PROPERLY SEALED

REGULATION REFERENCE: Rule 62-555.320(13)(b)9, F.A.C.

CORRECTIVE ACTION: Hypochlorite solution or day tanks shall have a lid or cover, shall have a valved drain, and shall be scale-mounted or have a means for measuring the liquid level in the tank. For new or altered hypochlorination facilities, solution or day tanks shall be designed and constructed in accordance with Sections 5.1.10 and 5.1.11 in *Recommended Standards for Water Works* as incorporated into Rule 62-555.330, F.A.C. Please seal the opening in the chlorine solution tanks within 30 days.

 Letter correspondence received by Department on 2-26-2015 indicates corrective action for deficiency has been completed.

# 2. WELLHOUSE #2 AND #4 HAVE BROKEN WINDOWS AND NOT PROPERLY SECURED

REGULATION REFERENCE: Rule 62-555.320(5), F.A.C.

CORRECTIVE ACTION: Both wellhouses at plants #2 and #4 have broken windows and are not vandal proof. Repair or renovate openings in wellhouse within 30 days to secure system.

 Letter correspondence received by Department on 2-26-2015 indicates corrective action for deficiency has been completed.

# 3. WELL/PLANT #3 NOT PROPERLY SECURED

REGULATION REFERENCE: Rule 62-555.320(5), F.A.C.

CORRECTIVE ACTION: The plant enclosure needs to have a fence around the entire perimeter. Fence has not been repaired since lightning damage from last year. Also, wellhouse is not locked and, therefore, not vandal proof. Repair the fence and/or lock wellhouse within 30 days to secure system.

 Letter correspondence received by Department on 2-26-2015 indicates corrective action for deficiency has been completed.

## REMARKS AND RECOMMENDATIONS

- The check valve closest to well #2 was not able to be checked due to inability to access wellhouse. Utility serviceman did not have key to unlock building.
  - Plans to replace check valve #2 within next 180 days.
- Recommend installing vacuum breakers at both treated sample taps closest to hydro tank #4 to prevent potential
  cross-connection.



# SANITARY SURVEY REPORT - Small Systems - Chlorine/Aeration

- Flushing of mains and dead ends: Pursuant to Rule 62-555.350(2), F.A.C., water mains conveying finished water shall be flushed quarterly or in accordance with a written flushing program. Please record flushing information in your O & M manual. Written flushing records be maintained and updated when flushing takes place.
- Valve exercising and maintenance: Pursuant to Rule 62-555.350(2), F.A.C., exercising of isolation values shall be performed in accordance with a preventive maintenance program. Please record valve exercising dates in your O & M manual. Written valve exercising records to be maintained and updated when maintenance takes place.

Verbal CAO provided to Jack Love, utility serviceman, on-site during inspection, and follow-up email sent to utility manager and operator on 2-10-2015 recapping noted deficiencies.

Full well survey will be needed prior to reactivating well #3.

# TECHNICAL ASSISTANCE PROVIDERS

FLORIDA RURAL WATER ASSOCIATION 2970 Wellington Circle W, Suite 101

Tallahassee FL 32309-6885

Ph: 850.668.2746

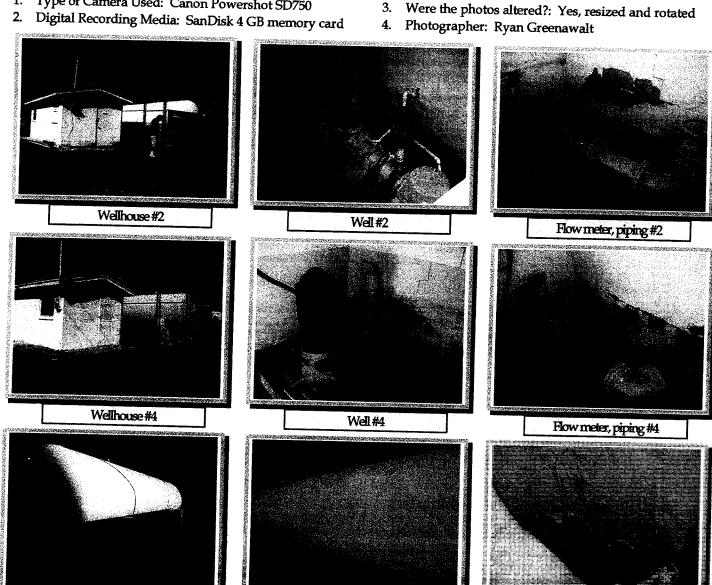
E-Mail: FRWA@frwa.net

Home Page: http://www.frwa.net

Hydro tank #2

#### **DIGITAL PHOTOS**

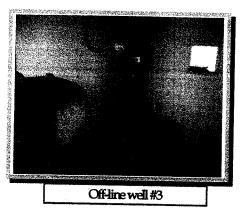
Type of Camera Used: Canon Powershot SD750



Hydrotank#4

Concupation distribution

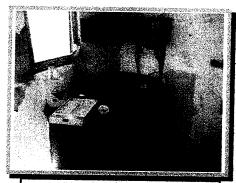




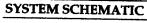


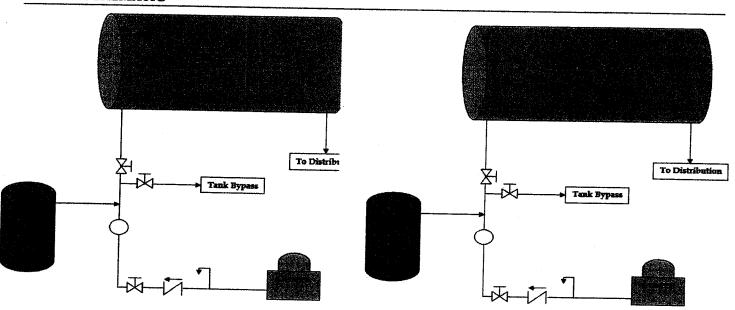


Formerly hydro tank #3



Chlorine storage and pumps at plant #4





INSPECTOR'S SIGNATURE:

TITLE: ES III

DATE: March 2, 2015

REVIEWED BY:

TITLE: ENV. MANAGER DATE: March 6, 2015

Subject: Fw: Holiday/Crestridge Gardens potable deficiencies from 1/27

From: Judy Rivette (judyrivette@yahoo.com)

To: utilityconsultant@yahoo.com;

Date: Wednesday, February 11, 2015 8:42 AM

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

#### To all,

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

Crestridge Gardens (651-0403):

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

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

# Holiday Gardens (651-0807):

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

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

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

#### Ryan J. Greenawalt

Environmental Specialist Compliance Assurance Program Florida Dept. of Environmental Protection, Southwest District 13051 N. Telecom Pkwy. Temple Terrace, FL 33637

New Phone: 813-470-5787 x 45787

New Fax: 813-470-5993

E-mail: Ryan.Greenawalt@dep.state.fl.us

# http://survey.dep.state.fl.us/

Please consider the environment before printing this email

<u>PLEASE NOTE:</u> Florida has a very broad public records law. Electronic communications regarding state business are public records available upon request. Your e-mail communications may therefore be subject to public disclosure.

FDEP

Dep Customer Survey

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

February 24, 2015

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

Dear Ryan,

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

Crestridge Utilities (651-0403)

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

## Holiday Gardens Utilities (651-0807)

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

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

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

On behalf of the utility

Michael Smallridge

# SWFWMD - FLOW METER ACCURACY VERIFICATION

Permittee:	Holiday	Gardens	Util.	WUP No	:20	054	_	District ID #	6510807
Address:_	5012	Tammy La	ne		: Ho			FL. Zip:	34690
Contact: _	Mike			Phone	ne: 727-937-3293		_ Cell:		
FLOW ME	ETER INFO	ORMATI	ON:	Holiday Gar	dens#1				······
Manufacturer:					12882783	_		-	
Reading:	16126	800	X	•	10	Straight Ru	n: Yes	Vanes:	Yes / No
	<b>.</b>			Meter	Multiplier	•			
		nformatic	_				all Thickr		
				4.5	Gauge:		-		
Schedule	/ Class		40	_	Test Mete	r:Panametrics		Liner:	No
		FLOW	METER			T	TE	ST METER	
	Time  Minutes		Total	izer Reading (gallons) Meter A	Total (gpm) A	Total (gpm) B		A-B (gpm) C	Percent Error (C/B) x 100
Minutes, sec		4 0	End	1613220	155.0	156.8	End	627	1.12
Minutes		4.00	Start	1612600	<u>.</u>	Test=	Start	0	
			Total	620		1.8	Total	627	
Minutes, sec		4 0	End	1613840	155.0	156.5	End	1253	0.96
Minutes		4.00	Start	1613220		Test=	Start	627	
			Total	620		1.5	Total	626	
Meter is not work	king						Averages		1.037
			<b></b>			Те	st Site De	sign	
COMMENTS:	Accuracy		99.0			•			
email:		······································							
County:									
				· · · · · · · · · · · · · · · · · · ·					
,									
	<del></del>								
District Well Tag	s: Yes / N	io			Tag ID No:				
Fest Meter No :15	592				Test Certificati	on Date:	9/24/2014		
Sound Speed:	5020	6 <b>f</b> f	t/s				. •		
Check By: Donnie	Morrison,	FRWA, S	tate Circ	uit Rider	Date:	10/15/2014			

Pec 39 0

#### CREST RIDGE GARDENS RESTRICTIONS

\*\*\*\*\*\*\*\*

DIXIE GARDENS, INCORPORATED, a Florida Corporation, of 101 First Avenue, Crest Ridge Gardens, Tarpon Springs, Florida, the Developer, does hereby declare that the following constitutes the restrictions for all lots in CREST RIDGE GARDENS SUBDIVISION in Traces Ten (10), Eleven (11), Twelve (12), Thirty-three (33), Thirty-four (34), and Thirty-five (35) of the TANKA AND TARFON SPRINGS LAND COMPANY PLAT of Section 31, Township 26 South, Range 16 East, as shown on the plat recorded in Plat Book 1 at pages 68, and 70 of the Public Records of Pasco County, Florida.

Witnesseth:

DIXIE CARDENS, INCORPORATED

Hair 2 /3-7

President

ATTEST:

Secretary

CORPORATE SEAL

The following restrictions are now being recorded by DIXIE GARDENS, INCORPORATED, a Florida Corporation, as covenants running with the land. These have been made up for the protection, pleasure and enjoyment of all property owners in CREST RIDGE GARDENS SUBDIVISION. All purchasers of loss affected hereby are subject to these restrictions.

These restrictions, covenants, easements, conditions and charges affect all lots in CRES! RIDGE GARDENS SUBJIVISION in Tracts Ten (10), Eleven (11), Twelve (12), Thirty-three (33), Thirty-four (34), and Thirty-five, (35) of the TAMPA AND TARPON SPRINGS LAND COMPANY PLAT of Section 31, Township 26 Sputh, Range 16 East, as shown on the plat recorded in Plat Book 1 at pages 68, 69 and 70 of the Public Records of Pasco County, Florida.

No more than one dwelling shall be placed on any lot

2. All septic tanks must be installed for each residence, and all plumbing as well as the septic tanks dust meet with the standards set by the Florida State Board of Health Department. Each dwelling must be equipped with inside plumbing and samitation facilities. To outside privies will be allowed. No septic tank or other waste disposal contraption shall be placed on any of the lots closer than 100 feet from any public well.

3: All buildings shall be set back 15 feet from the front lot line and not less than 10 feet from the rear of seld lot and no closer than five feet from the sides of said lots, except in case of additions for purches, Florida room, etc., in which cases such additions must be approved in writing by the Developer or its assigns.

- property unless the same is approved in writing by the beveloper or not for use in the house and said wells are not to be connected with the central water system.
- 5. All State, County and local regulations that are now and may in the future be in effect must be complied with.
- 6. No business of any kind will be permitted on any of said lots, except porsonal services where the business conducted on the precises is limited to conferences only. In such cases the lot conference may creek an approved sign by the Developer which shall not be larger than 16 inches in height and 24 inches in length.
- on the streets or on the lots in this subdivision without first obtaining permission from the Developer or its assigns.
- S. No wall or fence shall be constructed on any of the lots without the written consent of the Developer or its assigns. Hedges shall not be allowed to grow to a height in excess of four feet, or fences must be approved by the Developer or its assigns before installation.
- 9. The leveloper or its assigns specifically reserves a three cost easement running along the front of all lots and a six foot
- in the eveloper or its assigns specifically reserves a three cot essengent ca all side lines of lots for use of a utility corportion, for use of overhead or underground wiring for street lights, two or note lots this restriction shall be waived as to the lot
- 11. GRESTRIDGE UTILITIES CORPORATION, a Florida Corporación, or its assigns, and contractors or agents, shall have the right to intotorate to service said thois and shall have the easemont end right to remain, maintain or replace such laterals at any time sithout being liable for damages to said lot owners, it being understood to t installation and repair of laterals running from the shut of valve at the water main to owellings or other water outlets shall become the obligation of each individual lot owner. CRESTRIBGE TILITIES CORPORATION, a Florida Corporation, or its assigns shall have the exclusive tight to supply the water to all lots and it shall be entitled to receive a minimum of Five and No/100th (\$5.00) or the right, to a reasonable use or water, it teing understood that i. any lot coner or occupant shall consistently insist on using an excess anoint of water and cause waste shit the said CRLETRIDGE VILLITIES COMPO ATION shall have the right to shut-off the water be limited to reasonable use. This provision is in the interest of be limited to reasonable use. (5).60) Follars shall repain in effect on all lots which once is soccupied by a home. If any lot owner or occupant wastes or uses excess water, CRISTALIGE UTILITIES CORPORATION shall have the right

to install a meter on said lot and charge on a metered basis with charges commensurate with other charges in the same general vicinity

shall be assessed an additional water charge of Pifteen and Ro/100th (\$15.00) Follars per year. This will entitle said owner to a ministra of three fills of his pool each 12 month period. Any additional fills during the 12 month period shall be at the rate of live and No/100th (\$5.00) Dollars per fill.

D

not paid when due! CRESTRICG UTILITIES CORPORATION, or its assigns shall have the right to shut-off the water on such lots and shall not be required to continue service until water charges and assessments are paid, and if not paid upon demand, the corporation shall have the right to file a lien against said lots, having the same effect as a mechanic's lien in accord with the Statutes of the State of florida.

14. All buildings shall be constructed of mesonry or sidilar materials, the plans and specifications shall be first approved by the Developer of its assigns before construction shall begin.

be kept painted or plastered to maintain a nice appearance of the subdivision.

16. Nothing shall be placed on lands reserved for easement.

In the event any structure or vegetation interferes with construction, maintenance or repair, the same may be removed without cost to the utility companies or developer or its assigns.

#### 17. The burning of garbage is prohibited on lore

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

19. All household pets must be kept on o ner's lend or on leashes, the number of household pets to be within reason.

20. The majority of the lot owners may at any time select a counittee consisting of at least three people elected by a majority vote; who shall act as a committee and which counittee shall have the power to prevent any persons from occupying any lots in the subdivision. Such committee shall also have the power at any time to purchase the property of any owner in the subdivision providing such owner possesses characteristics that cause disturbances or other characteristics which aske such owners or occupants of the owners objectionable people to have as inhabitants of said subdivision. The action of such committee to be valid shall have to be confirmed by a majority vote of the lot owners, each lot owner being entitled to one vote per lot. The Developer, of its assigns, shall act as such committee until a formal committee has been selected by a majority vote of the lot owners. The purchase price of such

property to be purchased from such undesirable owner or occupant shall be the cost of the property and its improvements by said owner or occupant, plus 10%, or the reasonable market value of such real estate together with the improvements thereon, plus 10%, whichever is higher. The purpose of this restriction is to promote a pleasant and harmonious subdivision.

- 21. No goats, horses, cattle, Lowl or other such type creatures shall be kept on these lots. Dogs, cats and pet birds are permitted.
- 22. All buildings to be erected on said lots shall not be more than one story high, except split levels, the plans of which shall be approved by the Developer or its assigns.
- 23. Lots, except as hereinbefore set forth, shall be used for residential purposes only.
- 24. Subject to the written approval of the developer, or its assigns, the lot owners may at any time change any of the restrictions and make additions thereto or eliminate any of them or have new additions; provided that such proposed changes and additions shall be subscribed to by a rajority of the lot owners in writing, which changes of new additions shall then be put in proper form, so as to entitle the same to be recorded in the Public Records of Pasco County, Florida as covenants running with the land. Any changes in the roes for water deposits, water charges, street lighting and described collection shall be approved by CRISTRINGS UTILITIES CORP-

assigns, is any changes in the restrictions are made as above set orth, with will necessitate assessments against lot owners, and such assessments are voted by a majority, such assessments shall be binding upon all lots in the subdivision in conformity with such assessments, and if the owner refuses to pay, a lien may be filed

- \$1.50 core than one "For Sale" sign of real estate broker's Sign advertising property for sale, or "For Sent" sign of a size not are ter than 16 inches high and 24 inches long shall be placed on any one property, unless otherwise expressly agreed to by the zeveloper or its assigns, builder's signs excepted.
- 27. The Developer, or its assigns, shall not be required to
- 28. All grantees, heirs, successors, legal representatives and assigns, taking any lot or lots shall be subject to these coven-
- 29. If other covenants are breached by the owner, his assigns, towards or agents, the Developer, or its assigns, or other owners have bring such action as may be necessary to enforce these covenants the losing party to pay all costs thereof.

- 50. The provisions contained herein shall run with and bind the land, shall inure to the benefit of and be enforceable by any owner of land at CREST RIDGE GARDENS SUBDIVISION, their assigns, agent, heirs, successors and personal representatives.
- 31. If any lot other or persons in lawful possession at CREST RIDGE GARDENS SUBDIVISION shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons oming any real estate in said development of CREST RIDGE GARDENS SUBDIVISION, to prosecute any/proceeding at law or equity against the person or persons violating any such covenant, either to prevent him from so doing or to obtain such other relief which in the judgment of the Court seems proper.
- 32. The failure of any land owner to enforce any restriction, conditions, covenants or agreements herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto:
- 33. These covenants are to run with the land and shell be binding on all parties and all persons claiming under then untill January 1, 2020 A.D., at which time said covenants shall be autoratically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots, it is agreed that it is to the best interests of the subdivision that changes shall be made, in which cases such changes shall then be evidence.
- 34. It is distinctly understood that in the event there shall be an appreciable devaluation of the value of the merican Police that the charges set forth herein may be increased proportionately and the charges for water, garbage, collection and street lighting may be appreciated accordingly therewich.
- 35. The Developer reserves the right to mullify restrictions on any lors which are to be used for a community purpose or well
- 36. If any provision of this indenture or the application of such provisions to any person or dircumstances shall be held invalid the remainder of this indenture, or the application of provisions to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.
- 37. There the word "Developer" or "Developers" is used herein it is construed that same means developer, developers of their lawful assignees, beneficiaries of a trust, or their assignees, heirs, personal representatives and assigns.
- 38. If the Developer, or its assigns, or agents, or the CRESTRIBGE UTILITIES CORPORATION, or its assigns, installs street lights, the owner of each lot shall pay one and No/100th (\$1.00) bollars per month toward the cost of street lights after lights are installed.
- 39. If the Developer or its assigns, or its agents, or the CRESTRIDGE UTILITIES CORPORATION or its assigns, causes garbage collection service bi-weekly to be made available, the owner of each lot shall pay the Developer or its assigns, the sum of One and 75/100th (\$1.75) Dollars per month therefor.

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

referred to is not paid, the Developer or its assigns, shall have the right to file a lien against the lot, which shall be enforce-able like rechanic's lien in accord with the Statutes of the State of Florida.

- 42. Each lot owner | before using any water, shall deposit with CRESTRIDGE UTILITIES CORPORATION, a deposit of Twenty-five and No/100th (\$25.00) pollars, which deposit shall be transferable but not refundable, and which deposit shall not bear interest.
- 43. The Developer, or its assigns, reserves the right to make reasonable modifications and clarifications to any and all restrict tions set forth herein.

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

DIXIE GARDENS, INCORPORATED.

0

STATE OF FLORIDA)

COUNTY OF PASCO )

I HEREBY CERTIFY, that on this 22 day of October, A before me personally appeared, ESTION C. PIPPIN, President, and ERNEST S: RUSAW, Secretary, of DIXIE CARDENS, INCORPORATED, a Cornoration under the Laws of the State of Florida, to me known to be the persons described in and who executed the foregoing indentures, and they severally acknowledged that the execution of same to be their free act and deed as such officers, for the uses and purposes therein sentioned; and that they affixed therefor the official seal of said corporation, and the said indenture is the act and deed of such corporation.

WITNESS my signature and affix my seal at Port Richey County of Pasco and State of Florida the day and year last afore

Public

My Commission Expires

\$425,000.00 New Port Richey, Florida

August 22, 2014

## PROMISSORY NOTE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Holiday Gardens Utilities, LLC, a Florida limited liability company

BY: Muha Jung Manager Michael Smallridge, Manager

Crestridge Utilities, LLC, a Florida limited liability company

BY: Michael Smallridge, Manager

# **Closing Statement**

FILE NUMBER:	14-042-1			Pa
NAME OF BUYER:	Crestridge Utilities, LLC, a Florida Limited Liability Company and Holid Liability Company			
Address of Buyer:	Liability Company 1902 Barton Park Rd. #201 Authorodolo Florido Concerdo Co	day Gardens Utilitie	s, LLC, a Florida Limited	1
NAME OF SELLER:	1902 Barton Park Rd, #201, Auburndale, Florida 33823, 1902 Barton F	ark Rd , #201, Aub	umdale, Florida 33823	
Address of Seller:	Crestridge Utility Corporation, a Florida corporation and Holiday Gard- 4804 Mile Stretch Drive, Holiday, Florida 34690, 4804 Mile Stretch Driv	ens Utilities, Incorp e. Holiday Florida	orated, a Florida corpor	atior
NAME OF LENDER:	Crestridge Utility Corporation, and Holiday Gardens Utilities Inc.	o, Honday, Fronta	34090	
Address of Lender:	4804 Mile Stretch Drive, Holiday, Florida 34690			
PROPERTY LOCATION:	4801 Zodiac Avenue, Holiday, Florida 34690			
SETTLEMENT AGENT: Place of Settlement:	Premium Title, Inc. 14150 Sixth Street, Dade City, Florida 33525		•	
SETTLEMENT DATE:	9/00/14	<b></b>		
UYER CHARGES:	DISBURSEM	ENT DATE: 8/22/1	4	
Contract sales price			Amount:	
Assets, Bill of Sale, Assignment	ent of Rights & Leacas at a		\$91,700.00	
Settlement or closing fee (Pre	emium Title, Inc.)		\$358,300.00	
itle Insurance (Old Republic	National Title Ins. Co./Premium Title, Inc.)		\$850.00	
ecording fees (Clerk & Com	ptroller. Pasco County		\$700.00	
ity/county tax/stamps (Clerk	& Comptroller, Pasco County)		\$360.50	
tate tax/stamps (Clerk & Cor	Totroller, Pasco County)		\$850.00	
uit Claim Deed [1] (Clerk & (	Comptroller Pasco County)		\$2,129.40	
CC-1 Filing [State] (Secretar	v of State)		\$10.70	
	,		\$51.00	
		Total Charges:	\$454,951.60	
YER CREDITS:				
incipal amt of mortgage held	by seller		Amount:	
3.34	-y 50101		\$425,000.00	
		Total Credits:	\$425,000.00	
	Cash du	e from buyer:	\$29,951.60	
115000000				
LLER CREDITS: Itract sales price			Amount:	
ets, Bill of Sale, Assignmen	of Diabta 9 4		\$91,700.00	
-, or owo, resigning	tor nights & Leases, etc.		\$358,300.00	
		Total Credits:	\$450,000.00	
			,	
LER CHARGES:			_	
cipal amt of mortgage held	by seller		Amount:	
ers Attorney's Fees (Carter	& Clendenin, P.A.)		\$425,000.00	
reholder's portion (Doris L. I	Rusaw)		\$4,000.00	
reholder's portion (Lynda L.	Ghaedi)		\$1,772.55	
reholder's portion (Ann M. J.	ames)		\$756.00	
reholder's portion (Mary Mos	ss)		\$236.37	
reholder's portion (Betty M. )	Wheaton)		\$236.37	
			\$118.18	
	To	otal Charges:	\$432,119.47	
	Cash d	ue to seller:	\$17 gan ea	
	33311 2	w denet.	\$17,880.53	

# In addition to the above:

- 1. Contract Sales Price referenced above is for real property
- 2. Assets, Bill of Sale, Assignment of Rights & Leases, etc., is also Contract Sale Price
- 3. Crestridge Utility Corporation transfer of \$10,000.00 operating account balance to Crestridge Utilities, LLC, POC from Carter & Clendenin, P.A., Trust Account directly to Crestridge Utilities, LLC.
- 4. Holiday Gardens Utilities, Inc., transfer of \$8,000.00 operating account balance to Holiday Gardens Utilities, LLC, POC from Carter & Clendenin, P.A., Trust Account directly to Holiday Gardens Utilities,

Seller's Initials

# Closing Statement

FILE NUMBER:

14-042-1

**Buyer** 

Page 2

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

Crestridge Utilities, MC
a Florida Limited Limility Company

By: Michael Smallridge

Holiday Cardens Utilities LLC
a Florida Limited Hability Company

By:
Michael Shalfridge
Manager

### Seller

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

Crestridge Utility Corporation
a Florida corporation

By:
Linda Emerick
President
(Corporate Seal)

Holiday Gardens Utilities, Incorporated
a Florida corporation

By:
Linda Emerick
President
(Corporate Seal)

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

Premium Title, Inc.

BY: Sharon B. Sumner

Dated: 1/

# **OWNER'S POLICY OF TITLE INSURANCE**

(with Florida Modifications)



Policy Number OXFL-08336081 File Number: 14-042C

Issued by Old Republic National Title Insurance Company

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

### **COVERED RISKS**

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

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

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

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

Countersigned:

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

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company 400 Second Avenue South, Minneapolis, Minnesota 55401 (612) 371-1111

Authorized Officer or Licensed Agent

ORT Form 4309 FL
ALTA Owners Policy of Title Insurance 6-17-06 (with Florida Modifications)

By Mark Bilbury

President

Attest

Secretar

# Old Republic National Title Ins. Co.

## **OWNER'S POLICY** Schedule A

Policy No.: OXFL-8336081

Date of Policy: September 18, 2014 @ 03:25 PM Agent's File Reference: 14-042C

Amount of Insurance:

\$7,617.00

Premium: \$100.00

Address Reference: 4843 Panorama Avenue, Holiday, FL 34690

- 1. Name of Insured: Crestridge Utilities, LLC, a Florida Limited Liability Company
- 2. The estate or interest in the Land that is insured by this policy is: Fee Simple as shown by instrument recorded as Document No. 2014149817 in Official Records Book 9087, Page 2227, of the Public Records of Pasco County, Florida and as Document No. 2014165810 in Official Records Book 9100, Page 1029, of the Public Records of Pasco County, Florida.
- 3. Title is vested in: Crestridge Utilities, LLC, a Florida Limited Liability Company
- 4. The Land referred to in this policy is described as follows:

Lot 692, Crest Ridge Garden Unit Seven, a subdivision according to the plat thereof recorded at Plat Book 8, Page 134, Public Records of Pasco County, Florida.

Old Republic National Title Ins. Co.

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

Agent No.: B09371

Issuing Agent:

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

Sharon B. Sumner

# Old Republic National Title Ins. Co.

# OWNER'S POLICY Schedule B

Policy No.: OXFL-8336081

Agent's File Reference: 14-042C

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

- 1. General or special taxes and assessments required to be paid in the year 2014 and subsequent years.
- Rights or claims of parties in possession not recorded in the Public Records.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an
  inspection or an accurate and complete land survey of the Land and inspection of the Land.
- 4. Easements, or claims of easements, not recorded in the Public Records.
- 5. Any lien, or right to a lien, for services, labor, or material furnished, imposed by law and not recorded in the Public Records.
- 6. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land(s) insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
- 7. Zoning and/or restrictions imposed by governmental authority.
- 8. Title to personal property is neither guaranteed, nor insured.
- 9. Any lien provided by County Ordinance or by Ch. 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
- Subject to easements, restrictions and reservations shown on Plat Book 8, Page 134, Public Records of Pasco County, Florida.
- Restrictions as contained in instrument filed in Official Records Book 341, Page 438, Public Records of Pasco County, Florida.
- 12. Items 2 and 5 above are hereby deleted.

## CONDITIONS

#### 1 DEFINITION OF TERMS

The following terms when used in this policy mean:

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

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

#### 2. CONTINUATION OF INSURANCE

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

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

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

#### 4. PROOF OF LOSS

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

#### 5. DEFENSE AND PROSECUTION OF ACTIONS

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

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

#### 11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

#### 12. PAYMENT OF LOSS

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

## 13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

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

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

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

#### 14. ARBITRATION

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

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

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

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

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

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.

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

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

#### 16. SEVERABILITY

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

#### 17. CHOICE OF LAW; FORUM

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

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

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

#### 18. NOTICES, WHERE SENT

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

# OWNER'S POLICY OF TITLE INSURANCE

(with Florida Modifications)



Policy Number OXFL-08336466 File Number: 14-042D

Issued by Old Republic National Title Insurance Company

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

## **COVERED RISKS**

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

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

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

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

Countersianed:

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

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY** 

A Stock Company 400 Second Avenue South, Minneapolis, Minnesota 55401 (612) 371-1111

Authorized Officer or Licensed Agent

ORT Form 4309 FL ALTA Owners Policy of Title Insurance 6-17-06 (with Florida Modifications) MacA Below

# Old Republic National Title Ins. Co.

# **OWNER'S POLICY** Schedule A

Policy No.: OXFL-8336466

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

Agent's File Reference: 14-042D

Amount of Insurance:

\$16,429.00

Premium: \$100.00

Address Reference: 4922 Calais Drie, Holiday, FL 34690

1. Name of Insured: Crestridge Utilities, LLC, a Florida Limited Liability Company

- The estate or interest in the Land that is insured by this policy is: Fee Simple as shown by instrument recorded as Document No. 2014149818 in Official Records Book 9087, Page 2229, of the Public Records of Pasco County, Florida.
- 3. Title is vested in: Crestridge Utilities, LLC, a Florida Limited Liability Company
- 4. The Land referred to in this policy is described as follows:

Lot 703, Crest Ridge Garden Unit Seven, a subdivision according to the plat thereof recorded at Plat Book 8, Page 134, in the Public Records of Pasco County, Florida.

# Old Republic National Title Ins. Co.

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

Agent No.: B09371

Issuing Agent:

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

Agent's Signature

Sharon B. Sumner

# Old Republic National Title Ins. Co.

# OWNER'S POLICY Schedule B

Policy No.: OXFL-8336466

Agent's File Reference: 14-042D

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

- 1. General or special taxes and assessments required to be paid in the year 2014 and subsequent years.
- 2. Rights or claims of parties in possession not recorded in the Public Records.
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
- Easements, or claims of easements, not recorded in the Public Records.
- 5. Any lien, or right to a lien, for services, labor, or material furnished, imposed by law and not recorded in the Public Records.
- 6. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land(s) insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
- 7. Zoning and/or restrictions imposed by governmental authority.
- 8. Title to personal property is neither guaranteed, nor insured.
- 9. Any lien provided by County Ordinance or by Ch. 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
- 10. Subject to easements, restrictions and reservations shown on Plat Book 8, Page 134, Public Records of Pasco County, Florida.
- Restrictions as contained in instrument filed in Official Records Book 341, Page 438, Public Records of Pasco County, Florida.
- 12. Items 2 and 5 above are hereby deleted.

## **CONDITIONS**

#### 1. **DEFINITION OF TERMS**

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

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

#### ORT Form 4309 FL ALTA Owners Policy of Title Insurance 6-17-06 (with Florida Modifications)

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

#### 2. CONTINUATION OF INSURANCE

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

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

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

#### 4. PROOF OF LOSS

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

#### 5. **DEFENSE AND PROSECUTION OF ACTIONS**

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

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

### 11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

#### 12. PAYMENT OF LOSS

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

## 13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

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

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

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

#### 14. ARBITRATION

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

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

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

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

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

#### 16. SEVERABILITY

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

#### 17. CHOICE OF LAW: FORUM

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

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

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

### 18. NOTICES, WHERE SENT

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

## **OWNER'S POLICY OF TITLE INSURANCE**

(with Florida Modifications)



Policy Number OXFL-08336074 File Number: 14-042A

Issued by Old Republic National Title Insurance Company

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

### **COVERED RISKS**

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

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

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

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

Countersianed:

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

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

400 Second Avenue South, Minneapolis, Minnesota 55401 (612) 371-1111

norized Officer or Licensed Agent

ORT Form 4309 FL ALTA Owners Policy of Title Insurance 6-17-06 (with Florida Modifications) Mac Selsey

## OWNER'S POLICY Schedule A

Policy No.: OXFL-8336074

Date of Policy: September 18, 2014 @ 03:58 PM Agent's File Reference: 14-042A

Amount of Insurance:

\$16,249.00

Premium: \$100.00

Address Reference: 4947 Zodiac Avenue, Holiday, FL 34690

- 1. Name of Insured: Crestridge Utilities, LLC, a Florida Limited Liability Company
- 2. The estate or interest in the Land that is insured by this policy is: Fee Simple as shown by instrument recorded as Document No. 2014149815 in Official Records Book 9087, Page 2223, of the Public Records of Pasco County, Florida.
- 3. Title is vested in: Crestridge Utilities, LLC, a Florida Limited Liability Company
- 4. The Land referred to in this policy is described as follows:

Lot 408, Crest Ridge Garden Unit Four, a subdivision according to the plat thereof recorded at Plat Book 8, Page 48, Public Records of Pasco County, Florida.

Old Republic National Title Ins. Co.

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

Agent No.: **B09371** 

Issuing Agent:

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

Agent's Signature

Sharon B. Sumner

# OWNER'S POLICY Schedule B

Policy No.: OXFL-8336074

Agent's File Reference: 14-042A

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

- 1. General or special taxes and assessments required to be paid in the year 2014 and subsequent years.
- 2. Rights or claims of parties in possession not recorded in the Public Records.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an
  inspection or an accurate and complete land survey of the Land and inspection of the Land.
- Easements, or claims of easements, not recorded in the Public Records.
- 5. Any lien, or right to a lien, for services, labor, or material furnished, imposed by law and not recorded in the Public Records.
- 6. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land(s) insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
- 7. Zoning and/or restrictions imposed by governmental authority.
- 8. Title to personal property is neither guaranteed, nor insured.
- 9. Any lien provided by County Ordinance or by Ch. 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
- 10. Subject to easements, restrictions and reservations shown on the plat of Crest Ridge Garden Unit Four, as per Plat Book 8, Page 48, Public Records of Pasco County, Florida.
- 11. Restrictions as filed in Official Records Book 280, Page 512, Public Records of Pasco County, Florida.
- 12. Items 2 and 5 above are hereby deleted.

### CONDITIONS

#### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

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

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

### 2. CONTINUATION OF INSURANCE

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

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

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

### 4. PROOF OF LOSS

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

### 5. DEFENSE AND PROSECUTION OF ACTIONS

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

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

### 11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

### 12. PAYMENT OF LOSS

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

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

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

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

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

### 14. ARBITRATION

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

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

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

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

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

### 16. SEVERABILITY

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

#### 17. CHOICE OF LAW: FORUM

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

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

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

### 18. NOTICES, WHERE SENT

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

# **OWNER'S POLICY OF TITLE INSURANCE**

(with Florida Modifications)



Policy Number OXFL-08336075 File Number: 14-042B

Issued by Old Republic National Title Insurance Company

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

### **COVERED RISKS**

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

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

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

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

Countersigned:

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

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY** 

A Stock Company

400 Second Avenue South, Minneapolis, Minnesota 55401 (612) 371-1111

Authorized Officer or Licensed Agent

ORT Form 4309 FL ALTA Owners Policy of Title Insurance 6-17-06 (with Florida Modifications) Mach Bilbury President

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### **OWNER'S POLICY** Schedule A

Policy No.: OXFL-8336075

Date of Policy: September 18, 2014 @ 03:58 PM Agent's File Reference: 14-042B

Amount of Insurance:

\$16,427.00

Premium: \$100.00

Address Reference: 4916 Gaslight Avenue, Holiday, FL 34690

- 1. Name of Insured: Crestridge Utilities, LLC, a Florida Limited Liability Company
- 2. The estate or interest in the Land that is insured by this policy is: Fee Simple as shown by instrument recorded as Document No. 2014149816 in Official Records Book 9087, Page 2225, of the Public Records of Pasco County, Florida.
- 3. Title is vested in: Crestridge Utilities, LLC, a Florida Limited Liability Company
- The Land referred to in this policy is described as follows:

Lot 498, Crest Ridge Garden Unit Five, a subdivision according to the plat thereof recorded at Plat Book 8, Page 85, in the Public Records of Pasco County, Florida.

# Old Republic National Title Ins. Co.

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

Agent No.: B09371

Issuing Agent:

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

> Agent's Signature Sharon B. Sumner

# OWNER'S POLICY Schedule B

Policy No.: OXFL-8336075

Agent's File Reference: 14-042B

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

- 1. General or special taxes and assessments required to be paid in the year 2014 and subsequent years.
- 2. Rights or claims of parties in possession not recorded in the Public Records.
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
- 4. Easements, or claims of easements, not recorded in the Public Records.
- 5. Any lien, or right to a lien, for services, labor, or material furnished, imposed by law and not recorded in the Public Records.
- 6. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land(s) insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
- 7. Zoning and/or restrictions imposed by governmental authority.
- 8. Title to personal property is neither guaranteed, nor insured.
- 9. Any lien provided by County Ordinance or by Ch. 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
- 10. Subject to easements, restrictions and reservations shown on the plat of Crest Ridge Garden Unit Five, as per Plat Book 8, Page 85, Public Records of Pasco County, Florida.
- 11. Restrictions as contained in instrument filed in Official Records Book 341, Page 438, Public Records of Pasco County, Florida.
- 12. Items 2 and 5 above are hereby deleted.

### CONDITIONS

### 1. **DEFINITION OF TERMS**

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions. (b) "Date of Policy": The date designated as "Date of Policy" in
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
- (i) The term "Insured" also includes
  - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
  - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
  - (C) successors to an Insured by its conversion to another kind of Entity;
  - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
    - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
    - (2) if the grantee wholly owns the named Insured,
      (3) if the grantee is wholly-owned by an affiliated
      Entity of the named Insured, provided the affiliated
      Entity and the named Insured are both wholly-owned
    - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
- (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

by the same person or Entity, or

- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A. (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to

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

### 2. CONTINUATION OF INSURANCE

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

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

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

#### 4. PROOF OF LOSS

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

### 5. **DEFENSE AND PROSECUTION OF ACTIONS**

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

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

### 11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

#### 12. PAYMENT OF LOSS

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

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

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

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

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

#### 14. ARBITRATION

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

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

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

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

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

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.

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

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

### 16. SEVERABILITY

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

### 17. CHOICE OF LAW; FORUM

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

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

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

### 18. NOTICES, WHERE SENT

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

# **OWNER'S POLICY OF TITLE INSURANCE**

(with Florida Modifications)



Policy Number OXFL-08336072 File Number: 14-042

Issued by Old Republic National Title Insurance Company

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

### **COVERED RISKS**

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

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

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

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

Countersigned:

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

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY** 

A Stock Company

400 Second Avenue South, Minneapolis, Minnesota 55401 (612) 371-1111

Authorized Officer or Licensed Agent

ALTA Owners Policy of Title Insurance 6-17-06 (with Florida Modifications)

Mac Selsing

## **OWNER'S POLICY** Schedule A

Policy No.: OXFL-8336072

Date of Policy: September 18, 2014 @ 03:58 PM Agent's File Reference: 14-042

Amount of Insurance:

\$12,898.00

Premium: \$100.00

Address Reference: 4801 Zodiac Avenue, Holiday, FL 34690

1. Name of Insured: Crestridge Utilities, LLC, a Florida Limited Liability Company

- 2. The estate or interest in the Land that is insured by this policy is: Fee Simple as shown by instrument recorded as Document No. 2014149814 in Official Records Book 9087, Page 2221, of the Public Records of Pasco County, Florida.
- Title is vested in: Crestridge Utilities, LLC, a Florida Limited Liability Company
- The Land referred to in this policy is described as follows:

Lot 391, Crest Ridge Gardens Unit Two, a subdivision according to the plat thereof recorded in Plat Book 8, Page 3, of the Public Records of Pasco County, Florida.

Old Republic National Title Ins. Co.

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

Agent No.: B09371

Issuing Agent:

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

Agent's Signature

Sharon B. Sumner

# OWNER'S POLICY Schedule B

Policy No.: OXFL-8336072

Agent's File Reference: 14-042

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

- 1. General or special taxes and assessments required to be paid in the year 2014 and subsequent years.
- 2. Rights or claims of parties in possession not recorded in the Public Records.
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
- 4. Easements, or claims of easements, not recorded in the Public Records.
- 5. Any lien, or right to a lien, for services, labor, or material furnished, imposed by law and not recorded in the Public Records.
- 6. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land(s) insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
- 7. Zoning and/or restrictions imposed by governmental authority.
- 8. Title to personal property is neither guaranteed, nor insured.
- 9. Any lien provided by County Ordinance or by Ch. 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
- 10. All matters contained on the plat of Crest Ridge Garden Unit Two, as recorded in Plat Book 8, Page 3, Public Records of Pasco County, Florida.
- 11. Restrictions contained in instrument filed in O.R. Book 243, Page 338, Public Records of Pasco County, Florida.
- 12. Items 2 and 5 above are hereby deleted.

### **CONDITIONS**

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

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

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

#### 2. CONTINUATION OF INSURANCE

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

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

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

### 4. PROOF OF LOSS

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

### 5. DEFENSE AND PROSECUTION OF ACTIONS

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

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

### **CONDITIONS** (con't)

#### 11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

#### 12. PAYMENT OF LOSS

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

## 13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

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

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

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

#### 14. ARBITRATION

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

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

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

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

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

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.

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

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

### 16. SEVERABILITY

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

### 17. CHOICE OF LAW; FORUM

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

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

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

### 18. NOTICES, WHERE SENT

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

Rec: 18.50 Rcpt: 1636389 IT: 0.00

DS: 0.00 10/17/14 D. Bonilla, Dpty Clerk 2014149817

Prepared by and return to: Sharon B. Sumner

Premium Title, Inc. 14150 Sixth Street Dade City, FL 33525 352-567-5658

File Number: 14-142C

Will Call No.:

Rept: 1630335 Rec: /18.50 IT: 0/ .00 DS: 53.90

09/18/14 E. Munguiá, Dpty Clerk

PAULA S.O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER

09/18/14 03:58pm OR BK

of 2

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# **Warranty Deed**

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

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

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

Lot 692, Crest Ridge Garden Unit Seven, a subdivision according to the plat thereof recorded at Plat Book 8, Page 134, Public Records of Pasco County, Florida.

Parcel Identification Number: 31-26-16-0220-00000-6920

PAULA S.O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER 1 of 2 10/17/14 04:10pm

Subject to easements, restrictions and reservations of record.

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

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes and special assessments accruing subsequent to December 31, 2013, zoning and/or restrictions imposed by governmental anthority, and easements, restrictions, and reservations of record, if any, however, this reference shall not serve to reimpose the same..

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

being he recorded to reflect notary date.

OR BK 9087 PG 2228

Signed, sealed and delivered in our presence:

X New A. Yoble Witness Name: Dec A. Goble Crestridge Utility Corporation, a Florida corporation

Linda Emerick, President

(Corporate Seal)

State of Florida Indian A
County of Passo John Son

The second of th

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of August, 2014 by Linda Emerick, President of Crestridge Utility Corporation, a Florida corporation, on behalf of the corporation. She \( \) is personally known to me or \_\_\_\_\_\_ has produced a driver's license as identification.

Notary Public

Printed Name:

PROLE B

My Commission Expires:

9-10-2017

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OR BK 9100 PG 1030

Rept: 1630335 DS: 90.30

Rec: 18,50

IT: 0.00

09/18/14 E. Munguia, Dpty Clerk

PAULA S.O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER

09/18/14 03:58pm 1 of 2 OR BK 9087 PG 2221

Premium Title, Inc. 14150 Sixth Street Dade City, FL 33525 352-567-5658 File Number: 14-842 Will Call No.:

Sharon B. Summer

Prepared by and return to:

[Space Above This Line For Recording Data]

# **Warranty Deed**

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

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

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

Lot 391, Crest Ridge Gardens Unit Two, a subdivision according to the plat thereof recorded in Plat Book 8, Page 3, of the Public Records of Pasco County, Florida.

Parcel Identification Number: 31-26-16-0050-00000-3910

Subject to easements, restrictions and reservations of record.

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

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes and special assessments accruing subsequent to December 31, 2013, zoning and/or restrictions imposed by governmental authority, and easements, restrictions, and reservations of record, if any, however, this reference shall not serve to reimpose the same...

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

# OR BK 9087 PG 2222

Signed, sealed and delivered in our presence:

Witness Name: Dee A. Gobb

By: Xinda Emerica Linda Emerick, President

Crestridge Utility Corporation, a Florida corporation

Arale Buch

(Corporate Seal)

State of Plorida Indiana County of Pasco John son

Plotary Seath

Notary Public

Printed Name:

My Commission Expires:

**Double Times** 

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2014149815

Prepared by and return to: Sharon B. Summer

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Premium Title, Inc. 14150 Sixth Street Dade City, FL 33525 352-567-5658 File Number: 14-042A

Will Call No.:

Rcpt:1630335 Rec: 18.50 DS: 114.10 IT: 0.00

09/18/14 E. Munguia, Dpty Clerk

PAULA S.0'NEIL, Ph. D. PASCO CLERK & COMPTROLLER 09/18/14 03:58pm 1 of 2 OR BK 9087 PG 2223

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# **Warranty Deed**

This Warranty Deed made this 2 day of August, 2014 between Crestridge Utility Corporation, a Florida corporation whose post office address is 4804 Mile Stretch Drive, Holiday, FL 34690, grantor, and Crestridge Utilities, 33823, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

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

Lot 408, Crest Ridge Garden Unit Four, a subdivision according to the plat thereof recorded at Plat Book 8, Page 48, Public Records of Pasco County, Florida.

Parcel Identification Number: 31-26-16-0050-00000-4080

Subject to easements, restrictions and reservations of record.

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

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes and special assessments accruing subsequent to December 31, 2013, zoning and/or restrictions imposed by governmental authority, and easements, restrictions, and reservations of record, if any, however, this reference shall not serve to reimpose the same.

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

OR BK 9087 PG 2224

Signed, sealed and delivered in our presence:

Witness Name: Dee A. Goble

Crestridge Utility Corporation, a Florida corporation

By Sinds Emile Linda Emerick, President

(Corporate Seal)

Witness Name: CAROLE BUCK

State of Florida Endiana County of Passo John son

Notary P

Printed Name:

ROLE KOU

My Commission Expires:

9-10-2017



Rcpt : 1630335

Rec: 18.50

DS: 115.50 IT: 0.00 09/18/14 E. Munguia, Dpty Clerk

PAULA S.O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER

Premium Title, Inc. 14150 Sixth Street Dade City, FL 33525 352-567-5658 File Number: 14-042B

Will Call No.:

Sharon B. Summer

Prepared by and return to:

09/18/14 03:58pm 1 of 2 OR BK 9087 PG 2225

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# **Warranty Deed**

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

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

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

Lot 498, Crest Ridge Garden Unit Five, a subdivision according to the plat thereof recorded at Plat Book 8, Page 85, in the Public Records of Pasco County, Florida.

Parcel Identification Number: 31-26-16-021A-00000-4980

Subject to easements, restrictions and reservations of record.

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

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes and special assessments accruing subsequent to December 31, 2013, zoning and/or restrictions imposed by governmental authority, and easements, restrictions, and reservations of record, if any, however, this reference

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

OR BK 9087 PG 2226

Signed, sealed and delivered in our presence:

Witness Name: De e A. Gobie

Crestridge Utility Corporation, a Florida corporation

Linda Emerick, President

(Corporate Seal)

State of Bloods Thatiana County of Passe John son

The foregoing instrument was acknowledged before me this 7½ day of August, 2014 by Linda Emerick, President of Crestridge Utility Corporation, a Florida corporation, on behalf of the corporation. She is personally known to me or Linda Emerick is personally known to me or

Notary Public

Printed Name:

My Commission Expires:

Warranty Deed - Page 2

1642

2014149818

R

Prepared by and return to: Sharon R. Summer

Premium Title, Inc. 14150 Sixth Street Dade City, FL 33525 352-567-5658 File Number: 14-142D Will Call No.: Rcpt:1630335 Rec: 18.50 DS: 115.50 IT: 0.00

09/18/14 E. Munguia, Dpty Clerk

PAULA S.O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER 09/18/14 03:58pm 1 of 2 OR BK 9087 PG 2229

[Space Above This Line For Recording Data]

# **Warranty Deed**

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

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trasts and trustees)

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

Lot 703, Crest Ridge Garden Unit Seven, a subdivision according to the plat thereof recorded at Plat Book 8, Page 134, in the Public Records of Pasco County, Florida.

Parcel Identification Number: 31-26-16-0220-00009-7030

Subject to easements, restrictions and reservations shown of record.

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

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said encumbrances, except taxes and special assessments accruing subsequent to December 31, 2013, zoning and/or restrictions shall not serve to reimpose the same.

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

OR BK 9087 PG 2230

Signed, sealed and delivered in our presence:

Witness Name: Dee A. Goble.

Crestridge Utility Corporation, a Florida corporation

By: Dende Comer Linda Emerick, President

(Corporate Seal)

State of Florida Indiana County of Pasco To has on

Notary Public

Printed Name:

ROLE BL

My Commission Expires:

9-10-2017

IUUUO

Holiday Gulf Builders
Date Type Reference
346/2015 Bill Baloon

Original Amt. 20,000.00

Balance Due 20,000.00

1/16/2015 Discount

**Check Amount** 

Payment 20,000.00 20,000.00

Checking-Old FL Nati Baloon Payment on Promissory Note

20,000.00

### PROMISSORY NOTE

FOR VALUE RECEIVED. Holiday Gardens Utilities, LLC, a Florida Limited Liability Company and Crestridge Utilities, LLC, a Limited Liability Company, jointly and severally, as Maker or Borrower, PROMISES TO PAY TO THE ORDER OF Holiday Gardens Utilities, Incorporated and Crestridge Utility Corporation, as Holder, AT PAYMENTS ELECTRONICALLY TRANSFERRED TO: HOLIDAY GULF BUILDERS ACCOUNT # LOCATED AT GREENFIELD BANKING GREENFIELD IN 46140 OR SUCH OTHER PLACE AS THE HOLDER MAY DESIGNATE IN WRITING, THE SUM OF FOUR HUNDRED TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$425,000,00), TOGETHER WITH INTEREST AT THE RATE OF SEVEN POINT FIVE PER CENT (7.5%) PER ANNUM ON THE PRINCIPAL BALANCE REMAINING FROM TIME TO TIME UNPAID, PAYABLE IN THE FOLLOWING MANNER:

PAY # 4500°0 Per MIKE 9/8/14

144 equal monthly payments of 54,484.71 accruing from the 22<sup>nd</sup> day of August, 2014. The first monthly installment shall become due and payable on the 22nd day of September 2014, with a like installment due on the day of each month thereafter and the final installment due on August 22, 2026, when the entire principal balance plus accrued interest shall be due.

There shall be a balloon payment of \$20,000,00 dae on or before January 31, 2015 and the monthly installments shall be re-amortized at such time based on the remaining term of the note.

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

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

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