

SEWAGE TREATMENT AGREEMENT

This Agreement is made and entered into this 21st day of December 1990 by and between Ben Hill Griffin, Inc., a Florida corporation, d/b/a Lake Wales Country Club (LWCC), Country Club Village Condominium, Inc., a Florida non-profit corporation (CCV), and Country Club Village Phase III Property Owners Association, Inc., a Florida non-profit corporation (POAIII).

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Previous Agreement: The parties hereto hereby cancel and terminate that portion of that certain agreement dated December 3, 1986 between the parties that relates to a sewage treatment system and substitute therefore this agreement.
2. Sewage Treatment System: The sewage treatment system servicing LWCC, CCV and POAIII is physically located on real property owned by LWCC as identified and described on the attached survey. Distribution lines and pipes connecting LWCC, CCV and POAIII to the sewer treatment plant, including tanks, pumps, purifiers and lift stations are owned by CCV and operated under a permit issued CCV by the Florida Department of Environmental Regulation. LWCC hereby grants to CCV a non-exclusive perpetual easement over, upon and under that portion of Griffin's real property upon or through which is located the sewage system and all lines and pipes connecting the sewage system to CCV and POAIII for the use, operation and maintenance of the sewage system. CCV shall be solely responsible for the day-to-day operation, maintenance and any needed repairs or replacement to the sewage system. All repairs and maintenance to said lines and pipes shall be performed in coordination with LWCC.
3. Cost Allocation: The costs relative to the sewage system expense or replacement costs are to be allocated in the below listed manner:

a. Operations: Effective 10/1/90, the operating costs of the sewage system will be shared as follows:

CCV	50%
POAIII	5%
LWCC	45%
Total	100%

Effective 6/1/91, the operating costs of the sewage system will be shared as follows:

CCV	50%
POAIII	9%
LWCC	41%
Total	100%

Effective 1/1/92, the operating costs of the sewage system will be shared as follows:

CCV	43%
POAIII	20%
LWCC	37%
Total	100%

b. Repairs and Maintenance; effective 10/1/90

(i) Treatment Plant and Polishing Ponds:

CCV	43%
POAIII	20%
LWCC	<u>37%</u>
Total	100%

(ii) POAIII Lift Station and Lines to Treatment Plant:

POAIII	100%
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(iii) LWCC line to CCV property:

LWCC	100%
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(iv) CCV Lift Station and line to Treatment Plant:

CCV	53.75%
LWCC	<u>46.25%</u>
Total	100.00%

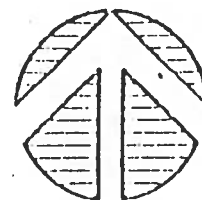
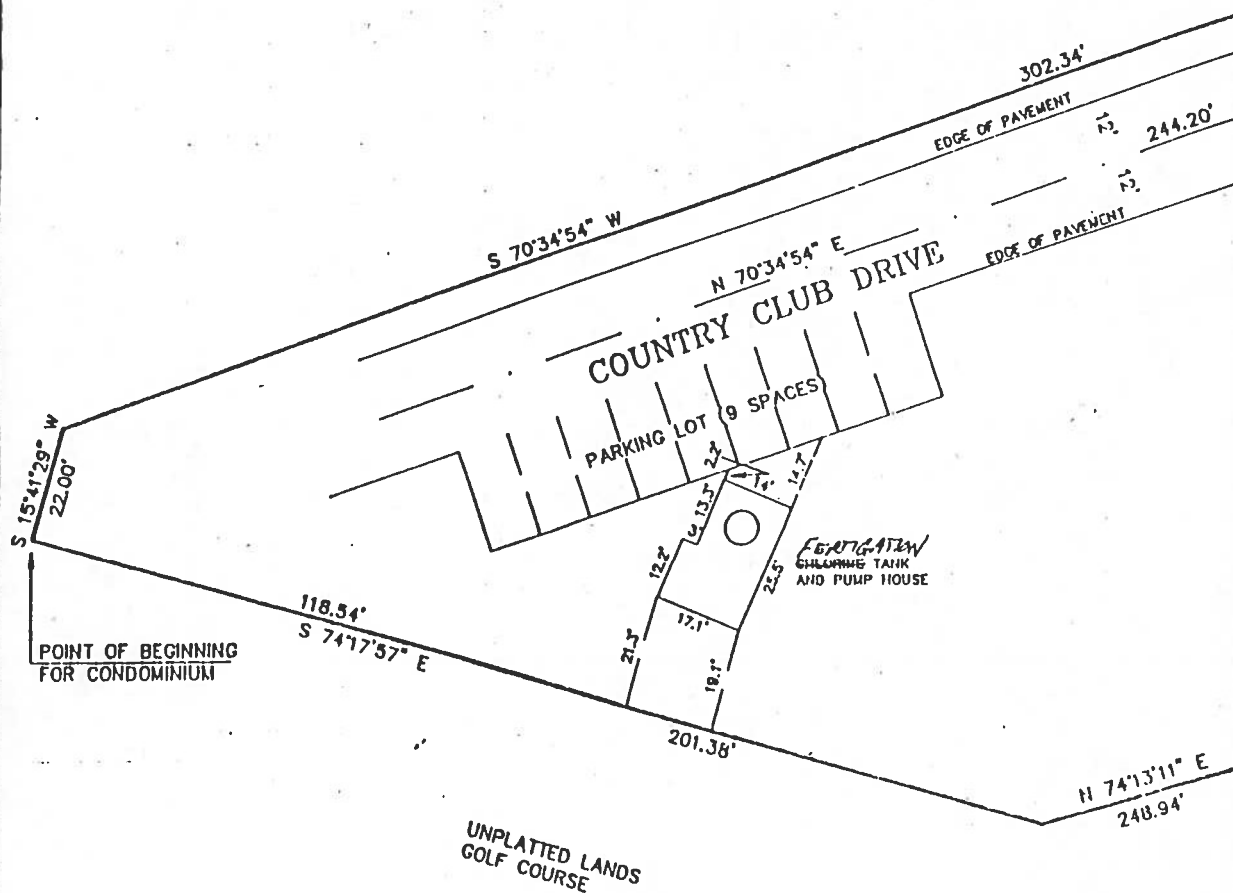
The parties hereto agree to re-negotiate the above allocation of costs and expenses if additional units or facilities referred to in paragraph 4 below create additional sewage system expenses or costs.

4. Additional facilities: In the event LWCC, its agents or assigns develops other and additional residential units or other facilities associated with LWCC within the vicinity of LWCC, LWCC shall be entitled to tap onto the sewage system for sewage service. LWCC shall pay for any required expansion or modification of the sewage system as a result of expansion being required to provide said additional sewage service.
5. Responsibilities: CCV shall be solely responsible for any liability to other persons and entities in connection with the sewage system, including but not necessarily limited to the system's failure to operate properly, except for failures of the system caused by acts of God or acts beyond the control of CCV, and damages to persons or property. CCV shall comply with statutes, ordinances, rules, orders, regulations and requirements of Polk County, the State of Florida, the federal government and other and all departments or bureaus thereof insofar as they pertain to the operation of the sewage system and to the operation of the sewage system on LWCC property. CCV does hereby indemnify and hold LWCC harmless from and against any liability, costs or damages resulting from CCV failure to so comply with said statutes, ordinances, rules, orders, regulations and requirements. CCV shall purchase and maintain at all times a General Comprehensive Liability Insurance policy with a \$1,000,000.00 limit with a recognized reputable insurance company authorized to do business in Florida, insuring CCV, POAIII and LWCC against loss from any damages or injuries to persons or property for the reasons and causes set forth in this paragraph. A copy of said policy or a certificate of insurance evidencing the required coverage shall be delivered to LWCC and POAIII on or before October 1 of each year.
6. Repairs and Orderliness: CCV shall accomplish all repairs to the improvements located on LWCC's property as said repairs become necessary. CCV shall maintain in a clean, orderly, neat and sanitary manner all improvements located on LWCC's property. CCV shall not accumulate or permit the accumulation of trash, refuse or debris or anything that would create a disorderly condition, fire hazard, nuisance or unsafe conditions on LWCC's property.

SKETCH FOR BOB PETERSON
REQUESTED BY BOB PETERSON

JOB NO. 6990
DATE 10/29/90

COUNTRY CLUB VILLAGE CONDOMINIUM
CONDOMINIUM BOOK 6, PAGE 18



NORTH

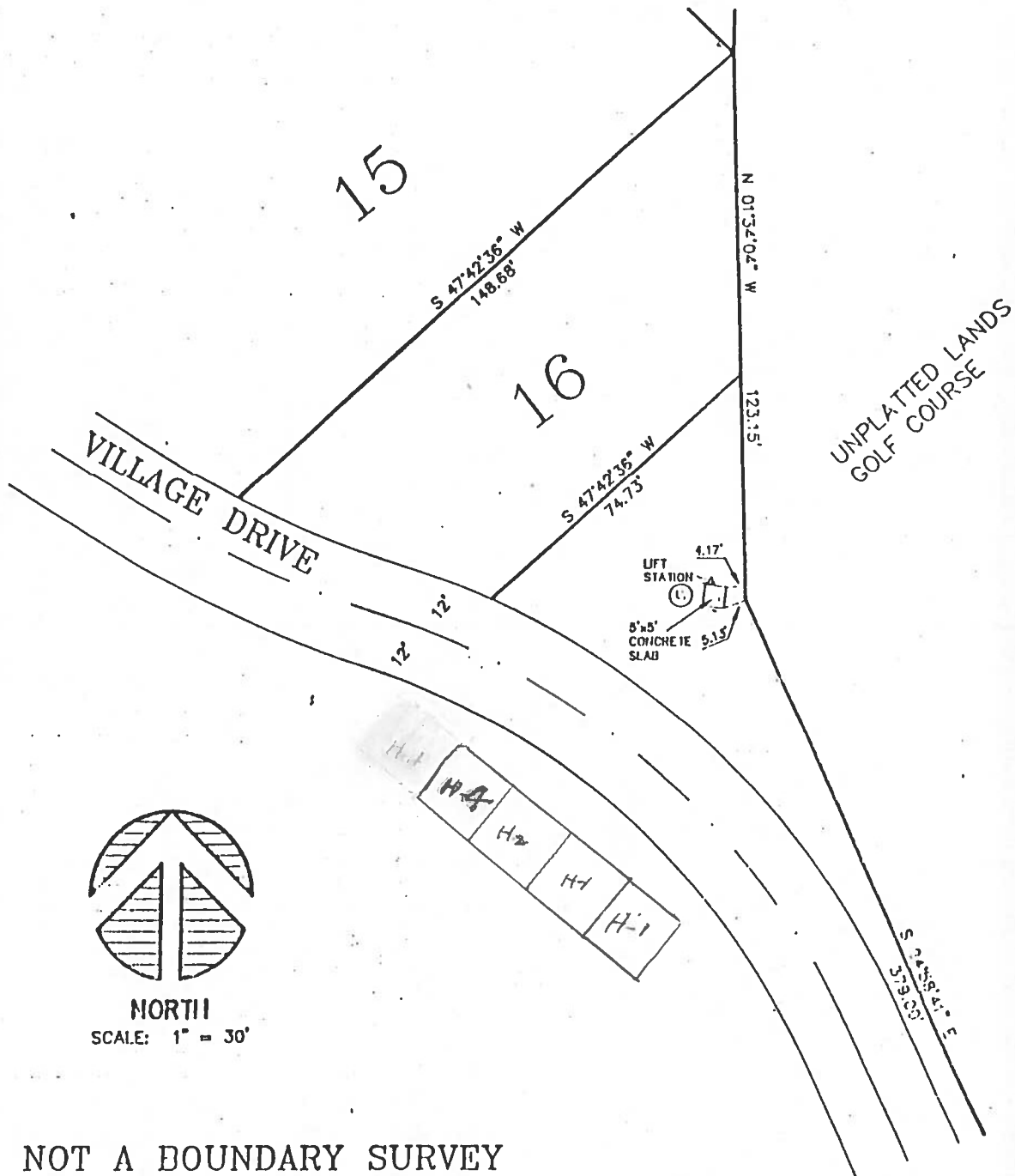
SCALE: 1" = 30'

NOT A BOUNDARY SURVEY

SPECIFIC PURPOSE SKETCH
SHOWING PUMP HOUSE LOCATION
ON COMMON AREA OF COUNTRY CLUB
VILLAGE CONDOMINIUM AS RECORDED
IN CONDOMINIUM BOOK 6, PAGE 18

JOB NO. 6990
DATE 10/29/90

COUNTRY CLUB VILLAGE CONDOMINIUM
CONDOMINIUM BOOK 6, PAGE 18



NOT A BOUNDARY SURVEY

SPECIFIC PURPOSE SKETCH
SHOWING LIFT STATION LOCATION
ON COMMON AREA OF COUNTRY CLUB
VILLAGE CONDOMINIUM AS RECORDED
IN CONDOMINIUM BOOK 6, PAGE 18

WITNESS the parties' signatures and seals the day and year first above written.

Jenny R. Croley
Dan H. Proffers
Two Witnesses

BEN HILL GRIFFIN, INC.
d/b/a LAKE WALES COUNTRY CLUB

By: [Signature]
its President

George E. Kilian
Jenny R. Croley
Two Witnesses

COUNTRY CLUB VILLAGE
CONDOMINIUM, INC.

SEAL

By: [Signature]
its Vice President

Judy J. Watson
Erice Jann
Two Witnesses

COUNTRY CLUB VILLAGE PHASE 3
PROPERTY OWNERS ASSOCIATION, INC.

By: [Signature]
its President