Nickalus Holmes

From: Nickalus Holmes on behalf of Records Clerk
Sent: Monday, September 8, 2025 3:41 PM

To: 'Yossi Edelkopf'
Cc: Consumer Contact

Subject: FW: Docket 20250023-WS – Objection to Staff's Proposed Rate Increases

Attachments: Exhibit B.pdf; Exhibit A.pdf; Exhibit C.jpg

HI

Your additional comments will be added to the docket correspondence and forwarded to the Office of Consumer Assistance.

Sincerely
Nick Holmes
Commission Deputy Clerk II
Office of Commission Clerk
Florida Public Service Commission
850-413-6770

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from state officials regarding state business are considered to be public records and will be made available to the public and the media upon request. Therefore, your email message may be subject to public disclosure.

From: Yossi Edelkopf <ye@alyaequities.com>
Sent: Monday, September 8, 2025 3:23 PM
To: Records Clerk <CLERK@PSC.STATE.FL.US>
Cc: Consumer Contact <Contact@PSC.STATE.FL.US>

Subject: Re: Docket 20250023-WS - Objection to Staff's Proposed Rate Increases

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Before the Florida Public Service Commission

Docket No. 20250023-WS

In re: Application for Rate Increase by NC Real Estate Projects, LLC d/b/a Grenelefe Utility

Formal Objection to Staff Recommendation

Dear Commissioners,

I submit this objection as President of a Grenelefe condominium association and as a property owner with a significant stake in the community. The staff's recommendation to raise water and wastewater rates by such a large increase is unjust, unreasonable, and must be rejected in its entirety.

1. Contradiction with Owner's Sworn Affidavit

In 2022, when NC Real Estate Projects, LLC (d/b/a Grenelefe Utility) sought PSC approval to acquire the utility, its principal, Scott House, filed a sworn affidavit with this Commission (Exhibit A). In that affidavit, he guaranteed that he would:

- Provide or secure all capital necessary to meet the utility's reasonable capital needs,
- Cover operating deficits,
- Ensure that Grenelefe Utility was properly funded on an "as-and-when-needed basis."

That assurance was **critical to PSC approval** of the ownership transfer. Without it, ownership would have been denied or subjected to conditions.

The owner may attempt to argue that this language did not bind him personally, only that "funding would be made available" from some source. But the **intent** of the affidavit was clear: to assure the Commission that customers would have stability and that the utility would not be left in a position where necessary capital costs were shifted onto ratepayers.

The staff's recommendation produces exactly the opposite result. Instead of stability, residents face unprecedented rate shock — a tenfold increase in bills. Instead of protection, they are being asked to fund \$20 million in capital projects that were supposed to be secured by the owner. Allowing the affidavit to be interpreted as a hollow promise would make a mockery of the Commission's approval process and undermine public trust.

2. Excessive Unaccounted-for Water and Mismanagement

Grenelefe Utility has some of the worst water loss figures in Florida:

- 2021: 64% of all pumped water was "unaccounted for."
- **Recent years:** still at 46%, nearly **five times higher** than what is considered reasonable by industry standards.

This means that nearly half the water purchased, treated, and pumped is lost due to leaks, broken infrastructure, or operational failures. Yet staff's proposed rates would force customers to pay for the chemicals, power, and maintenance tied to this waste.

The **Office of Public Counsel** (OPC) has already raised this issue, recommending significant downward adjustments to expenses to reflect the company's neglect. Instead of penalizing mismanagement, staff's recommendation rewards it.

3. Rate Shock and Market Damage

The PSC's own notice to customers confirms how extreme the increase is. At **3,000 gallons/month** (a typical condo household of two adults), bills would rise:

• Current: \$30.08

Interim (in effect now): \$60.61Proposed staff rates: \$310.63

That is a 933% increase compared to current rates. At higher usage levels, the increases are even worse — wastewater alone at 8,000 gallons would jump from \$33.42 to \$424.26 per month.

Grenelefe is one of the last affordable housing markets in Central Florida. Our condos rent for \$300–\$400 less than Davenport and \$1,000 less than Orlando. If utilities rise to these levels, the affordability advantage disappears, families will be displaced, and property values will collapse. This is not "just" a utility matter — it threatens the economic viability of the entire community.

4. PSC Rules Require Growth to Pay for Growth

Rule 25-30.580, Florida Administrative Code, requires that **new development fund at least 75% of plant expansion costs** through contributions-in-aid-of-construction (CIAC). Existing customers should bear no more than 25%.

Yet staff's proposal places 100% of the \$20 million in DEP-driven capital costs onto existing customers through base and gallonage rates. This directly contradicts the rule and its intent: "growth pays for growth."

This expansion is not for existing customers' benefit. It is to meet DEP mandates for future connections and to enable the owner's adjacent development projects. The Commission should not rewrite its own rules to benefit a developer at the expense of long-time customers.

5. Pattern of Broken Promises and Neglect

The utility owner's track record in Grenelefe shows why his promises cannot be relied upon:

- **Unpaid condo obligations**: Liens have been filed publicly against his units for unpaid condominium dues and assessments (Exhibit B). This shows a willingness to shirk basic financial responsibilities.
- Code enforcement violations: He promised to restore the Grenelefe golf courses, but instead allowed them to become dangerously overgrown until Polk County code enforcement intervened, threatening fines of \$60,000 unless mowing was performed (Exhibit C). This shows that only enforcement action prompts compliance.
- **Road neglect**: Roads under his control remain in disrepair, creating hazards and further diminishing property values.
- **Utility operations**: The same pattern is now evident in the water system failure to maintain pipes has produced catastrophic unaccounted-for water losses, yet he seeks to recover the costs of that neglect from ratepayers.

Taken together, these examples show a **clear pattern**: making commitments, failing to deliver, neglecting obligations until external pressure is applied, and attempting to shift costs onto others.

6. OPC's Position and Why Rejection is Required

The Office of Public Counsel has recommended phased increases to mitigate rate shock. While this acknowledges the severity of the problem, I submit that **phased increases still violate the owner's affidavit and PSC's rules.**

The only appropriate outcome is rejection of staff's proposal in full and enforcement of:

- 1. The 2022 affidavit (Exhibit A),
- 2. Rule 25-30.580's 75/25 allocation principle, and
- 3. The Commission's duty to protect the public interest against abuse of monopoly power.

7. Conflict of Interest and Incentives

The Commission must also weigh the troubling conflict of interest: the utility owner is simultaneously a real estate developer with active projects in Grenelefe. Excessive rate hikes will inevitably depress property values, strain affordability, and force out existing owners. This creates the appearance — and potentially the reality — of a strategy where unaffordable utilities drive down values, enabling acquisition of distressed properties for redevelopment.

Importantly, this concern does not exist in isolation. It is consistent with his other actions of neglect in the community: failing to pay condominium assessments (Exhibit B), abandoning golf courses until forced by code enforcement (Exhibit C), and allowing roads and utilities to deteriorate. Taken together, these actions point to a pattern of undermining community stability while positioning himself to benefit as both utility owner and land developer.

Even if not intentional, the incentive is undeniable. A utility monopoly should never be wielded in a way that benefits a private landowner's development ambitions at the direct expense of the public.

Conclusion

This case is not about fine-tuning numbers — it is about enforcing commitments and protecting the community from unjust, unreasonable rates. The owner swore under oath to fund capital needs. He has a documented history of failing to meet obligations, as evidenced by public liens and code enforcement violations.

To approve staff's proposal would not only devastate Grenelefe's affordability and property values, it would reward a pattern of neglect and deceit.

I respectfully request that the Commission **reject staff's recommendation outright** and require the owner to honor his sworn obligations and Commission rules.

Respectfully submitted,

Yossi Edelkopf

President, Grenelelefe Condo

Haines City, Florida

Exhibit A: 2022 Affidavit filed by utility owner

Exhibit B: Public lien filed against owner's units for unpaid condominium assessments

Exhibit C: Code enforcement violation filed against owner for failure to maintain property

On Mon, Sep 8, 2025 at 3:02 PM Yossi Edelkopf < <u>ye@alyaequities.com</u>> wrote: Hi Nick,

Can I update my Comments?

Yossi Edelkopf

Principal

800 SE 4th Ave 807-A, Hallandale Beach FL 33009 O: 305-209-0515 | M: 845-596-2077

www.alyaequities.com



ALYA EQUITIES



On Thu, Sep 4, 2025 at 4:03 PM Records Clerk < CLERK@psc.state.fl.us > wrote:

Good Afternoon

We will be placing your comments below in consumer correspondence in Docket No. 20250023, and forwarding them to the Office of Consumer Assistance.

Thank you,

Nick Holmes

Commission Deputy Clerk II

Office of Commission Clerk

Florida Public Service Commission

850-413-6770

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from state officials regarding state business are considered to be public records and will be made available to the public and the media upon request. Therefore, your email message may be subject to public disclosure.

From: Yossi Edelkopf <<u>ye@alyaequities.com</u>>
Sent: Thursday, September 4, 2025 3:31 PM
To: Records Clerk <<u>CLERK@PSC.STATE.FL.US</u>>

Subject: Docket 20250023-WS - Objection to Staff's Proposed Rate Increases

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Commissioners,

I am a resident of Grenelefe and the president of one of the condominium associations directly impacted by Docket 20250023-WS. I am writing to **object to the proposed increases that unfairly burden existing customers.**

The record is clear:

- In **2022**, the utility's owner filed an affidavit with this Commission swearing he would provide funding for all reasonable capital needs and operating deficits.
- In **2023–2024**, the utility and developer assured Polk County and this Commission that the system had "ample capacity" to serve hundreds of new homes.

• Now, in **2025**, PSC staff are proposing to shift nearly **\$20** million in capital costs onto existing ratepayers, which would raise our bills by multiples of the national average.

This directly conflicts with **Rule 25-30.580**, **F.A.C.**, which requires that at least **75% of plant expansion costs** be recovered through contributions-in-aid-of-construction (new connection fees), limiting existing customers' share to no more than 25%. The staff's recommendation violates that principle and undermines the "growth pays for growth" standard that protects current homeowners.

Forcing existing residents to absorb the majority of these extraordinary costs is both inequitable and contrary to Commission policy. We urge you to enforce the affidavit assurances, uphold Rule 25-30.580, and ensure that the costs of new development are borne by those who benefit — the developer and new homeowners — not current customers.

Yossi Edelkopf
Principal
800 SE 4th Ave 807-A, Hallandale Beach FL 33009 O: 305-209-0515 M: 845-596-2077
www.alyaequities.com



STATE OF FLORIDA OFFICE OF PUBLIC COUNSEL

C/O THE FLORIDA LEGISLATURE
111 WEST MADISON ST.
ROOM 812
TALLAHASSEE, FLORIDA 32399-1400
850-488-9330

EMAIL: OPC_WEBSITE@LEG.STATE.FL.US WWW.FLORIDAOPC.GOV

FILED 9/5/2025 DOCUMENT NO. 09157-2025 FPSC - COMMISSION CLERK



DANIEL PEREZ
Speaker of the House of
Representatives

September 5, 2025

VIA: ELECTRONIC FILING

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

Docket No. 20250023-WS – Application for staff-assisted rate case in Polk County, by NC Real Estate Projects, LLC d/b/a Grenelefe Utility.

Dear Mr. Teitzman:

The intent of this letter is to advise the Commission staff and NC Real Estate Projects, LLC d/b/a Grenelefe Utility (Grenelefe or Utility) of the Office of Public Counsel's (OPC) observations and recommendations, based on a preliminary review of the Staff Report issued August 22, 2025.

Issue 3

Excessive Unaccounted For Water

On page 8 of the Staff Report, it states:

Staff recommends there is 46 percent excessive unaccounted for water (EUW); however, this recommendation is preliminary, and no adjustment to purchase power and chemicals should be made for EUW at this time.

The OPC would note that a 46% EUW adjustment to purchase power and chemical would be a reduction of \$9,663 and \$7,728, respectively, which would lower the preliminarily identified water increase amount by \$18,575 reducing this amount to \$818,295 or 277.61% instead of \$836,870 or 283.91% reflected in Schedule No. 3-A on page 36.

Moreover, the OPC suggests that there should be additional EUW adjustments to the preliminarily identified water increase amount related to Material and Supplies (M&S) and Contractual Services-Other expenses. First, EUW represents lost revenue because the water is treated, pumped, and distributed but never billed to customers. Constant leaks from EUW accelerates the degradation of plumbing systems and components, leading to faster wear and tear. EUW is also known as non-revenue water, can significantly increases materials and supply maintenance expenses for water utilities. The primary reason is that leaks and pipe failures—a major cause of EUW—lead to more frequent and costly repairs.

Second, in the 2021 Annual Report, the Utility EUW of 64.26%, which is calculated as follows: (281,943kgals of water sold to customers + 7,253kgals for line flushing, fighting fires divided 389,397kgals for finished water pumped from wells = 74.27% less 10%). Schedule W-11 for the Utility's 2022-2024 Annual Reports had deficiently omitted data to calculate the EUW for those years. Based on the 2021-2024 Annual Reports, the only water plant additions were \$25,622 for pumping equipment in 2021, \$11,742 for water treatment equipment, and \$10,272 for hydrants in 2024. These additions on their face would not address the Utility's EUW issue.

Third, for informational purposes, the Utility reflected the following in its 2021-2024 Annual Reports:

						2021-2023
<u>Line</u>	<u>Description</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	3-Yr Avg
1	Source of Supply M&S Maintenance Expenses	\$0	\$0	\$0	\$0	\$0
2	Water Treatment M&S Maintenance Expenses	4,426	4,425	4,201	0	4,351
3	T&D M&S Maint. Exp.	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
4	Subtotal	<u>\$6,447</u>	<u>\$6,447</u>	<u>\$4,201</u>	<u>\$0</u>	<u>\$4,351</u>
5	Source of Supply Maint. Cont. Services Other Exp.	\$71,873	\$27,189	\$0	\$0	\$33,021
6	Water Treatment Maint. Cont. Services Other Exp.	0	0	0	0	0
7	T&D Maint. Cont. Services Other Expenses	<u>55,950</u>	<u>20,244</u>	<u>0</u>	<u>0</u>	<u>25,398</u>
8	Subtotal	\$127,823	<u>\$47,433</u>	<u>\$0</u>	<u>\$0</u>	<u>\$58,419</u>

On page 4 of Order No. PSC-2024-0228-PAA-WS, the following was reflected:

Pursuant to Rule 25-30.037(2)(m), F.A.C., the application contains statements describing the technical ability of the Buyer to provide service to the proposed service area. NC Real Estate Projects' application states that while it does not own any other water or wastewater systems in Florida, the Buyer's sister company has acquired the housing development served by the Utility, which incentivizes the Buyer to continue the proper maintenance and operation of the Utility. Furthermore, the Buyer plans to use the same operations personnel employed by the Seller to provide routine operation and maintenance of the systems, as well as to handle billing and customer service. As the operations personnel have experience with the Utility's facilities, it is reasonable for the Buyer to retain those employees. Based on the above, we find that the Buyer has demonstrated the technical and financial ability to provide service to the existing service territory.

(Emphasis added)

The OPC would note that the Utility did not reflect any maintenance expenses, source of supply expenses nor transmission and distribution expenses but just \$503,202¹ of water treatment operations expenses and \$15,953 of A&G expenses on Schedule W-11 in 2024. Given the statements in the above transfer order regarding the Utility's commitment to continue maintenance of its systems, the Utility must have erroneously embedded maintenance costs for its source of supply, water treatment, and transmission and distribution facilities on Schedule W-11 in its 2024 Annual Report solely in the \$503,202 of water treatment operations expenses. Any rate setting by the Commission should require these category amounts to be accurately broken out and stated.

 $^{\rm 1}$ For which \$329,390 is reflected in Contractual Services Other Expenses

Given the above without further detail information available to the OPC and the Utility's 46% EUW level, the OPC would conservatively recommend that additional EUW adjustments to O&M expenses related to Contractual Services-Other expenses as follows.

2021-2023 3-Year Average M&S Maintenance Expenses	\$4,351
2021-2023 3-Year Average Contractual Services Other Maintenance Expenses	<u>58,419</u>
Total	\$62,769
46% EUW	<u>0.46</u>
Reduction to Contractual Services Other Expenses	<u>\$28,874</u>

The OPC would note that additional EUW O&M expense reduction should be made to contractual services other expenses of \$28,874. Combining this reduction with the others to purchased power and chemicals would lower the preliminarily identified water increase amount by \$49,140 resulting in an increase of \$787,730 or 267.24% instead of \$836,870 or 283.91% reflected in Schedule No. 3-A on page 36.

Issue 4

Capital Recovery Amortization

The OPC would like to express its appreciation of the Commission Staff recommended extension of the amortization period to 10 years for undepreciated water and wastewater plant balances in order to spread the recovery of these costs over a longer period in order to mitigate the immediate annual rate impacts pursuant to Rule 25-30.433(10), Florida Administrative Code.

Schedule Nos. 3-A and 3-B

The OPC would note the per Utility rate base and capital structure amounts match the amounts in Exhibits 1 and 2 on pages 17 and 18 from the Staff Audit Report issued May 19, 2025. However, the per Utility NOI amounts in Schedule Nos. 3-A and 3-B on pages 36 and 37 of the Staff Report do not match the amounts in Exhibit 3 on page 19 of the Staff Audit Report. Schedule Nos. 3-A and 3-B appears to have omitted the per Utility amounts for CIAC Amortized Expense

of \$45,823 for water and \$22,184 for wastewater. Further, Schedule Nos. 3-A and 3-B reflect per Utility taxes other than income (TOTI) of \$20,254 for water and \$14,882 for wastewater, whereas the Exhibit 3 of the Staff Audit Report reflects per Utility TOTI of \$11,151 for water and \$8,997 for wastewater. For transparency purposes, the OPC urges the Commission staff to provide reconciliatory explanation for the difference in its per Utility NOI amounts and the Staff Audit Report in its recommendation scheduled to be filed on October 23, 2025.

Other Observations and Recommendations

Given the level of the preliminarily identified water increase amounts for water and wastewater identified in the Staff Report, the OPC recommends that the Staff consider and consider recommending that phased-rate increases be implemented for Grenelefe for rate increases that are found to be absolutely necessary. A Phase One rate increase could embed in the water and wastewater revenue requirements all pro forma projects to be completed in the 2025 calendar year, along with associated capital recovery amortization and any expected O&M expense reductions resulting from the completion of the pro forma projects. A Phase Two rate increase could embed in the water and wastewater revenue requirements all pro forma projects to be placed into service by the 2026 calendar year along with associated capital recovery amortization and any expected O&M expense reductions resulting from the completion of the pro forma projects. This second phase could also include the imputation of post-test year expected CIAC collection by the 2025 calendar year-end and the annualization of revenues estimated billing determinants for the 2025 calendar year-end, as well as the implementation of Phase Two rates upon the Commission Staff's verification of the completion of all 2026 pro forma projects. The concept of Phases One and Two could be addressed in the recommendation scheduled to be filed on October 23, 2025. Further, a true-up of the 2026 pro forma plant projects approved in Phase Two rate increases based on the Utility's submission of the actual amounts of the 2026 pro forma projects by March 31, 2027, for the Commission Staff to address the disposition of the true-up through the filing of a subsequent recommendation no later than 120 days after the Utility's submission.

Page 6

In support of this recommended phased-rate increases approach, the OPC would note that

the Commission has routinely approved in the past phased-rates increases for SARCs. The PAA

Order, is scheduled to be issued November 24, 2025, could include Phase One rate increase, to the

extent that the revenue requirements are prudent and reasonable and unavoidable pursuant to

environmental and other mandates, this would give the Utility an immediate relief on actual and

anticipated plant investments through the 2025 calendar year-end. In addition, any PAA order

addressing Phase Two rate increase to be implemented upon the Commission Staff's verification

of the completion of all 2026 pro forma projects can be utilized to secure long-term debt financing

for the 2026 pro forma projects because the principal and interest payments for long-term

construction loans typically begin after the construction is completed and the loan converts to

permanent, traditional long-term debt issuance. The OPC notes that a similar proposed true-up

procedure was done in Docket No. 20110200-WU.²

Conclusion

In conclusion, the OPC respectfully requests the Staff and the Commission consider our

above-mentioned observations and recommendations.

Respectfully submitted,

181 Bart Fletcher

Bart Fletcher

Legislative Analyst

² See Order No. PSC-2016-0573-PAA-WU.

Prepared by and Return to:
Ryan G. Knight, Esq.
Shepard, Smith, Hand & Brackins, P.A.
2300 Maitland Center Pkwy, Suite 100
Maitland, FL 32751

INSTR \$ 2025171688
BK 13634 Pss 1936-1937 PG(s)2
RECORDED 07/23/2025 11:10:02 AM
STACY M. BUTTERFIELD, CLERK OF COURT
POLK COUNTY
RECORDING FEES \$18.50
RECORDED BY shakcamp

NOTICE AND CLAIM OF LIEN

STATE OF FLORIDA COUNTY OF ORANGE

BEFORE ME, the undersigned authority, personally appeared Affiant Ryan G. Knight, who being duly sworn says:

- 1. That they are the authorized agent for Grenelefe Association of Condominium Owners No. 1, Inc., a Not-for-Profit Corporation, the lienor herein, hereafter "Association", whose address is 912 Tennis Way, Haines City, FL 33844, Phone: 407-572-2053.
- 2. That Grenelese Resort Development LLC hereaster "Owner", is the record owner of the following described real property located in Polk County, Florida:

Apartment No. 2933, of GRENELEFE LAKE LOFT CONDOMINIUM UNIT NO. 1, a Condominium according to the plat thereof recorded in Condominium Plat Book 5, Pages 28 and 29, and being further described in that certain Declaration of Condominium recorded in Official Records Book 2003, Page 2224, of the Public Records of Polk County, Florida, together with its undivided interest or share in the common elements, and any amendments thereto.

- 3. That Owner is delinquent in the payment of Association assessments in the total sum contained herein.
- 4. That notification of said delinquency has been given, but the same remains unpaid as of the date herein.
- 5. That the Declaration provides that a lien for unpaid assessments may be placed upon units at the Association.

WHEREFORE, notice is hereby given that the Association claims a lien in the amount of \$29,265.04 on the real property described in paragraph 2 above, which lien shall also secure all late charges, interest, costs of collection, including reasonable attorneys' fees, and all future assessments to become due and payable henceforth until payment in full of same.

The due dates are as follows, plus other past deficiencies and amounts due and owing:

Description	Due Date	Amount		
Maintenance Assessments,	03/01/25 through 7/21/25	\$28,554.87		
including special assessments:		1		
Interest:	04/01/25 through 7/21/25	\$485.17		
Attorneys' Fees to Date:	04/01/25 through 7/21/25	\$225.00		
TOTAL OUTSTANDING:	As of 7/21/25	\$29,265.04		

Prepared by and Return to: Ryan G. Knight, Esq. Shepard, Smith, Hand & Brackins, P.A. 2300 Maitland Center Pkwy, Suite 100 Maitland, FL 32751

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical appearance this \ day of July 2025, by Ryan G. Knight, who is personally known to me.

Grenelefe Association of Condominium Owners

No. 1, Inc.

Agent Name and Mailing address:

Ryan G. Knight, Esq.

2300 Maitland Center Pkwy, Suite 100

Maitland, FL 32751

Seal:

KEVIN TOOLAN JR Notary Public - State of Florida Commission # HH 576916 My Comm. Expires Jul 29, 2028 Bonded through National Notary Assn.

Kewin Toolan Jr Print Name: Notary Public of the State of Florida:

Physical Property Address: 2933 Marion Way, Haines City, FL 33844

POLK COUNTY, FLORIDA CODE ENFORCEMENT NOTICE OF PROPERTY MAINTENANCE ORDINANCE VIOLATION

Polk County,

Petitioner,

VS.

GRENELEFE RESORT DEVELOPMENT LLC

Respondent(s).J

Case Number: CNU-2025-1511

Code Investigator: Roxanne Willis

Phone #: 863-344-2243

Date: 08/14/2025

Sent Via: Certified Mail 9589 0710 5270 1779 2669 60,9589 0710 5270 1779 2670 35

Owner:

GRENELEFE RESORT DEVELOPMENT LLC 3425 TURNBERRY DR LAKELAND, FL 33803-5462 Additional Owner(s):
GRENELEFE RESORT DEVELOPMENT LLC
C/O THE MTM LAW FIRM PLLC (RA)
5121 SOUTH LAKELAND DRIVE
SUITE 2
LAKELAND, FL 33813

Violation Address: STATE ROAD 546, HAINES CITY, FL 33844 Parcel ID#: 282807000000031010

NOTICE IS HEREBY GIVEN that the property referenced above has been inspected and is declared to be in violation of Polk County Ordinance 08-047.

County Code	Description	Corrective Action
Ord 08-047 6.d	Overgrown Lot(s). (1) Any grass and/or weeds that exceeds eighteen (18) inches on a lot that is two acres or less in size for more than ten percent of the property, that is adjacent to a parcel that contains a residential or commercial building; except on lots in which the majority of the lot is being used for agricultural purposes, on such lots any grass or weeds within twenty-five (25) feet of an adjacent property line of a lot that contains a residential or commercial building shall not exceed a height of eighteen (18) inches from the ground. OR(2) Any grass and/or weeds on a lot larger than two acres in size shall not exceed eighteen (18) inches from the ground within two hundred (200) feet of an adjacent property line of a lot that contains a residential or commercial building, except on lots in which the majority of the lot is being used for agricultural purposes, on such lots any grass or weeds within twenty-five (25) feet of an adjacent property line of a lot that contains a residential or commercial building shall not exceed a height of eighteen (18) inches from the ground. ***If the county corrects this violation it will cost 64,292.50 plus administrative fees. *** Any grass or weeds on a lot larger than two (2) acres in size shall not exceed the height of eighteen (18) inches from the ground within two hundred (200) feet of an adjacent property line of a lot height of eighteen (18) inches from the ground within two hundred (200) feet of an adjacent property line of a lot height of eighteen (18) inches from the ground within two hundred (200) feet of an adjacent property line of a lot height of eighteen (18) inches from the ground within two hundred (200) feet of an adjacent property line of eighteen (18) inches from the ground within two hundred (200) feet of an adjacent property line of eighteen (18) inches from the ground within two hundred (200) feet of an adjacent property line of eighteen (18) inches from the ground within two hundred (200) feet of an adjacent property line of eighteen (18)	