

Shawna Senko

From: Joseph Gabay <jgabay@uswatercorp.net>
Sent: Wednesday, April 02, 2014 12:23 PM
To: Filings@psc.state.fl.us
Cc: Vickie Penick
Attachments: Country Walk Utilities Inc DR4 (Pg 1-28) & cover letter-signed 040214.pdf

The person responsible for this filing:

Joseph G. Gabay

U.S. Water Services Corporation



4939 Cross Bayou Boulevard
New Port Richey, FL 34652
(Office) 727-848-8292 x239
(Mobile) 727-412-4466
(Accounting Fax) 727-849-7809
(E-Mail) jgabay@uswatercorp.net

The docket number is: 130294

The document is being filed on behalf of Mr. Gary Deremer.

There are 28 pages.

This is a response to data request # 4.

Country Walk Utilities
5320 Captains Court
New Port Richey, FL 34652

April 2, 2014

Re: Data Requests from FPSC.

Please find the responses to data request #4 in this transmittal.

Thank you for your assistance.

Sincerely,

S/ Joseph G. Gabay

Joseph G. Gabay

SELLER CLOSING STATEMENT

File Number: 13-263 scb

Name of Buyer: Country Walk Utilities, Inc.

Name of Seller: Holmes Utilities, Inc.

Property: Water system in Highlands County, Florida, fee simple title to real property Parcel I.D. No. C-16-36-29-010-00A1-0000, together with beneficial easement thereto; site address: 29 Lake Side Trail, Lake Placid, FL 33852

Settlement Agent: Booth & Cook, P.A.

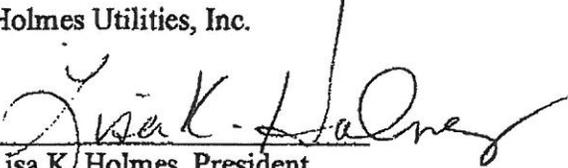
Place of Settlement: 7510 Ridge Road, Port Richey, FL 34668

Settlement Date: October 25, 2013

PURCHASE PRICE (to be adjusted pursuant to terms and provisions of the Asset Purchase Agreement, including, but not limited to, Article 2.1.c)	\$5,500.00
Prorate taxes, 1/1/13-closing	(\$164.70)
Record Bill of Sale-paid by buyer	\$0.00
Record Deed-paid by buyer	\$0.00
CASH DUE TO SELLER	\$5,335.30

RECEIVED A TRUE COPY OF ABOVE AND HEREBY APPROVE AND CERTIFY IT CORRECT.

Holmes Utilities, Inc.



Lisa K. Holmes, President

BUYER CLOSING STATEMENT

File Number: 13-263 scb

Name of Buyer: Country Walk Utilities, Inc.

Name of Seller: Holmes Utilities, Inc.

Property: Water system in Highlands County, Florida, fee simple title to real property Parcel I.D. No. C-16-36-29-010-00A1-0000, together with beneficial easement thereto; site address: 29 Lake Side Trail, Lake Placid, FL 33852

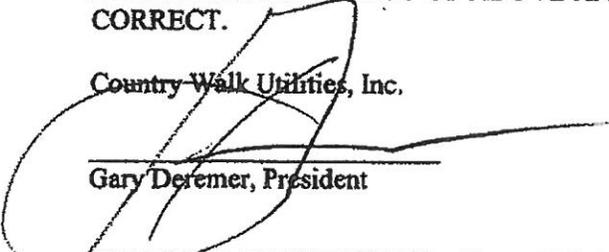
Settlement Agent: Booth & Cook, P.A.
Place of Settlement: 7510 Ridge Road, Port Richey, FL 34668

Settlement Date: October 25, 2013

PURCHASE PRICE (to be adjusted pursuant to terms and provisions of the Asset Purchase Agreement, including, but not limited to, Article 2.1.c)	\$5,500.00
Billed base facility charge, if any, assumed by Buyer	\$0.00
Record Bill of Sale	\$27.00
Record Deed	\$27.00
Documentary tax stamps on Deed	\$38.50
Prorate taxes, 1/1/13 to closing	(\$164.70)
Title Insurance - waived by buyer	\$0.00
Survey - waived by buyer	\$0.00
Attorney fees to Booth & Cook, P.A.	\$1,000.00
Closing fees to Booth & Cook, P.A.	\$375.00
CASH DUE FROM BUYER TO CLOSE*	\$6,802.80

***Cashier's check or wire funds payable to Booth & Cook, P.A.-Trust Account**
RECEIVED A TRUE COPY OF ABOVE AND HEREBY APPROVE AND CERTIFY IT CORRECT.

Country Walk Utilities, Inc.



Gary Deremer, President

CORPORATION RESOLUTION/INCUMBENCY CERTIFICATE

The undersigned officer(s) of **HOLMES UTILITIES, INC.**, a Florida corporation (the "Company") hereby certify that the Company is a corporation organized and existing under the laws of the State of Florida, having its chief executive office, principal place of business, registered office and registered agent at 760 Henscratch Road, Lake Placid, FL 33852; that the following copy is a true and correct copy of the resolution duly adopted at a meeting of all of the Shareholders and Board of Directors of the Company, held on or about September 3, 2013; that said meeting was duly authorized by the Bylaws of the Company; that the actions taken at such meeting and reflected in said resolution are authorized by the Bylaws of the Company; and that said resolution is now in full force and effect and has not been modified or amended.

WHEREAS, the Company desires to authorize Lisa K. Holmes in her capacity as the President of the Company ("Agent") to enter into and execute for and on behalf of and in the name of the Company the documentation required to effectuate the sale of the property described on the attached Exhibit "A" (the "Property") without the necessity for consent or joinder of any other person.

NOW THEREFORE, IT IS HEREBY:

RESOLVED, that the Agent is hereby authorized and empowered in the name and on behalf of the Company from time to time as it shall deem appropriate to:

(i) execute on behalf of the Company in such form as may be required by the Closing Agent or Title Insuring Agent and deemed advisable by the Agent, the Closing Statement and such other instruments or documents required as a condition to the consummation of the sale transaction; and

FURTHER RESOLVED, that the Agent is authorized and directed to execute and deliver in the name and on behalf of the Company any other agreements, certificates or documents as the Agent may consider necessary or appropriate in order to consummate the transaction contemplated in this resolution; and

FURTHER RESOLVED, that the approval and agreement of the Agent and the Company of and to the conditions contained in the agreements, certificates, documents and other instruments executed by the Agent in connection with purchase transaction contemplated in this resolution shall be conclusively established by its execution thereof; and

FURTHER RESOLVED, that the execution by the Agent shall be conclusive evidence of her authority to act on behalf of and in the name of the Company as provided herein; and

THE UNDERSIGNED FURTHER CERTIFY that neither the articles of organization nor the Bylaws of the Company, require, prohibit or limit in any manner the authorization contained herein.

So certified this 17th day of October, 2013



Lisa K. Holmes,
Its Secretary, President and Director



Daniel M. Holmes
Its Vice President, Treasurer and Director

(COMPANY SEAL)



A portion of Tract A, COUNTRY WALK, according to the plat thereof recorded in Plat Book 15, Page 50, of the Public Records of Highlands County, Florida, more particularly described as follows: BEGIN at the Southwest corner of Lot 15, Block 3, COUNTRY WALK; thence North $89^{\circ}45'36''$ East along the South line of said Lot 15 for a distance of 196.21 feet to a point; thence North $3^{\circ}38'37''$ East for a distance of 35.33 feet to a point; thence South $86^{\circ}34'28''$ East for a distance of 55.0 feet to a point; thence South $3^{\circ}38'37''$ West for a distance of 70.0 feet to a point; thence North $86^{\circ}34'28''$ West for a distance of 55.0 feet to a point; thence North $3^{\circ}38'37''$ East for a distance of 19.64 feet to a point; thence South $89^{\circ}45'36''$ West for a distance of 195.19 feet to a point on the East right-of-way line of Lake Side Trail; thence North $0^{\circ}14'24''$ West along said East right-of-way line for a distance of 15.0 feet to the POINT OF BEGINNING.

TOGETHER WITH an easement for ingress and egress, more particularly described as follows: COMMENCE at the Southwest corner of Lot 15, Block 3, COUNTRY WALK, according to the plat thereof recorded in Plat Book 15, Page 50, of the Public Records of Highlands County, Florida; thence South $0^{\circ}14'24''$ East along the East right-of-way line of Lake Side Trail for a distance of 15.0 feet to the POINT OF BEGINNING; thence North $89^{\circ}45'36''$ East for a distance of 25.0 feet to a point; thence South $82^{\circ}55'02''$ West for a distance of 25.18 feet to a point on the East right-of-way line of Lake Side Trail; thence North $0^{\circ}14'24''$ West along said East right-of-way line for a distance of 3.0 feet to the POINT OF BEGINNING.

CONTINUATION OF EXHIBIT "A"

TOGETHER WITH all of the Assets described in the Asset Purchase Agreement dated September 3, 2013 between Holmes Utilities, Inc., a Florida corporation, as Seller, and Country Walk Utilities, Inc., a Florida corporation, as Purchaser.

Parcel # C-16-36-29-010-00A1-0000

Prepared by/Return to:
Stephen C. Booth, Esquire
BOOTH & COOK, P.A.
7510 Ridge Road
Port Richey, FL 34668

Consideration: \$5,500.00

File #13-263

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 17th day of October, 2013 by and between **HOLMES UTILITIES, INC.**, a Florida corporation, whose address is 760 Henscratch Road, Lake Placid, FL 33852, hereinafter called the Grantor, and **COUNTRY WALK UTILITIES, INC.**, a Florida corporation, whose address is 5320 Captains Court, New Port Richey, FL 34652, hereinafter called the Grantee.

WITNESSETH, that the said Grantor, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars in hand paid by the Grantee and other valuable considerations, the receipt whereof is acknowledged, hereby grants, bargains and sells to the said Grantee, forever, the following described land in the County of **HIGHLANDS**, Florida, to wit:

See the attached Exhibit "A" incorporated herein by reference.

TO HAVE AND TO HOLD the above referenced property with appurtenances, unto the said Grantee, its successors and assigns forever.

SUBJECT TO all easements, restrictions and reservations of record and taxes for 2013 and subsequent years.

AND SAID GRANTOR does hereby fully specially warrant the title to said lands and will defend the same against the lawful claims of any person whomsoever claiming by, through or under the said Grantor, but against none other.

IN WITNESS WHEREOF, the above named corporate Grantor has caused these presents to be signed in its name by its undersigned officers, and its seal affixed the day and year first hereinabove written.

Holmes Utilities, Inc.
a Florida corporation

Lisa K. Holmes
Lisa K. Holmes, President

Signed, sealed and delivered
in the presence of:

Bethanie L. Arrowood
Witness signature
Bethanie L. Arrowood
print name of witness

Bobbie Chamberlain
Witness signature
Bobbie Chamberlain
print name of witness

STATE OF Florida

COUNTY OF Highlands

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared Lisa K. Holmes as President of Holmes Utilities, Inc., a Florida corporation,

who is/are personally known to me or
 who has/have produced _____ (type of identification) as
identification

and who acknowledged before me that the foregoing instrument was executed for the reasons expressed therein.

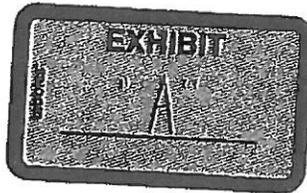
Witness my hand and official seal this 17th day of October, 2013.

my commission expires on:

seal of notary

Bethanie L. Arrowood
Notary public
Bethanie L. Arrowood
Printed, typed or stamped name of notary





A portion of Tract A, COUNTRY WALK, according to the plat thereof recorded in Plat Book 15, Page 50, of the Public Records of Highlands County, Florida, more particularly described as follows: BEGIN at the Southwest corner of Lot 15, Block 3, COUNTRY WALK; thence North $89^{\circ}45'36''$ East along the South line of said Lot 15 for a distance of 196.21 feet to a point; thence North $3^{\circ}38'37''$ East for a distance of 35.33 feet to a point; thence South $86^{\circ}34'28''$ East for a distance of 55.0 feet to a point; thence South $3^{\circ}38'37''$ West for a distance of 70.0 feet to a point; thence North $86^{\circ}34'28''$ West for a distance of 55.0 feet to a point; thence North $3^{\circ}38'37''$ East for a distance of 19.64 feet to a point; thence South $89^{\circ}45'36''$ West for a distance of 195.19 feet to a point on the East right-of-way line of Lake Side Trail; thence North $0^{\circ}14'24''$ West along said East right-of-way line for a distance of 15.0 feet to the POINT OF BEGINNING.

TOGETHER WITH an easement for ingress and egress, more particularly described as follows: COMMENCE at the Southwest corner of Lot 15, Block 3, COUNTRY WALK, according to the plat thereof recorded in Plat Book 15, Page 50, of the Public Records of Highlands County, Florida; thence South $0^{\circ}14'24''$ East along the East right-of-way line of Lake Side Trail for a distance of 15.0 feet to the POINT OF BEGINNING; thence North $89^{\circ}45'36''$ East for a distance of 25.0 feet to a point; thence South $82^{\circ}55'02''$ West for a distance of 25.18 feet to a point on the East right-of-way line of Lake Side Trail; thence North $0^{\circ}14'24''$ West along said East right-of-way line for a distance of 3.0 feet to the POINT OF BEGINNING.

Prepared by/return to:

Stephen C. Booth, Esquire
BOOTH & COOK, P.A.
7510 Ridge Road
Port Richey, FL 34668
File #13-263

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that on the 17 day of October, 2013, **HOLMES UTILITIES, INC.**, a Florida corporation, ("Seller") for the sum of TEN and No/100 Dollars (\$10.00) and other good and valuable consideration, paid by **COUNTRY WALK UTILITIES, INC.**, a Florida corporation ("Purchaser"), the receipt of which is hereby acknowledged pursuant to the Asset Purchase Agreement between the parties, dated September 9, 2013 (the "Purchase Agreement"), hereby grant, sell, assign and convey to Purchaser all of Seller's right, title and interest in and to all of the personal property, both tangible and intangible, of the Assets, as such term is defined in the Purchase Agreement, including, but not limited to, the following:

1. All water supply, treatment, storage, distribution and transmission facilities, including, but not limited to, pumps, plants, wells, tanks, transmission mains, distribution mains, supply pipes, collection pipes or facilities, valves, meters, meter boxes, service connections and all other physical facilities, equipment and property installations owned by Seller and used in connection with the Utility System, together with all additions or replacements thereto;
2. The following, but only to the extent that Seller's right, title or interest is transferrable: all certificates, immunities, privileges, permits, license rights, consents, grants, ordinances, surveys, easements, and all rights to construct, maintain, and operate the Utility System and its plants and systems for the intended use as set forth in the Purchase Agreement, and every right of every character whatever in connection therewith, and the obligations thereof (collectively, the "Certificates");
3. All supplier lists, customer records, prints, plans, including plans in electronic or digital format, engineering reports, surveys, specifications, shop drawings, equipment manuals, and other information relating to the Utility System and its plants and systems for the intended use as set forth in the Purchase Agreement, and every right of every character whatever in connection therewith, and the obligations thereof (collectively, the "Certificates");
4. All sets of record drawings, including as-built drawings, showing all facilities of the Utility System, including all original tracings, sepias, or other reproducible materials in Seller's possession, including right of Seller, if any, to obtain copies of such items from engineers, contractors, consultants or other third parties, in paper and electronic form;
5. All rights of Seller under any Developer Agreements, if any, which are assumed by Purchaser pursuant to the Purchase Agreement;
6. All rights and obligations of Seller under the Contracts and Leases, if any, which are assumed by Purchaser pursuant to the Purchase Agreement;

Notwithstanding the foregoing, Seller does not hereby convey to Purchaser those certain Excluded Assets, as such term is defined and described in the Purchase Agreement.

Seller represents and warrants that it is providing all of its ownership interest in and to the above-referenced property and has removed or provided for the removal of all liens, security interests or encumbrances.

All capitalized terms utilized herein, and not otherwise defined herein, shall have the meanings ascribed thereto in the Purchase Agreement. The terms and conditions contained in the Purchase Agreement are incorporated herein by reference.

Seller makes no representation as to the condition of the Assets. Purchaser acknowledges that it is acquiring the Assets "as-is".

IN WITNESS WHEREOF, this instrument shall be effective as of the date first above written.

SELLER:

Signed, sealed and delivered in the presence of:

Holmes Utilities, Inc.
A Florida corporation

Bethanie L. Arrowood
Signature

Lisa K. Holmes
Lisa K. Holmes
President

Bethanie L. Arrowood
Type/print name of witness

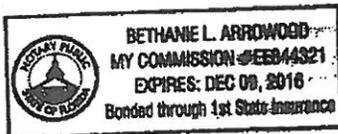
Bobbie Chamberlain
Signature

Bobbie Chamberlain
Type/print name of witness

STATE OF Florida
COUNTY OF Highlands

The foregoing instrument was acknowledged before me this 17th day of October, 2013 by Lisa K. Holmes as President on behalf of said Holmes Utilities, Inc., a Florida corporation. She is personally known to me or has produced _____ as identification.

Bethanie L. Arrowood
Notary Public



Signed, sealed and delivered in the presence of:

[Signature]
Signature

Victoria Penick
Type/print name of witness

[Signature]
Signature

S. Lee Penick
Type/print name of witness

BUYER:

Country Walk Utilities, Inc.
A Florida corporation

[Signature]
~~Gary Deremer,~~ Gary Deremer
President

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 11th day of Oct, 2013 by Gary Deremer as President on behalf of said Country Walk, Inc., a Florida corporation. He is personally known to me.

Michelle Brzezicki
Notary Public



Closing Certificate
of
Holmes Utilities, Inc.

The undersigned is the President of Holmes Utilities, Inc. (the "Seller") hereby certifies on behalf of the Seller as follows:

1. The Asset Purchase Agreement dated September 9, 2013 (the "Purchase Agreement") between Holmes Utilities, Inc., a Florida corporation (the "Utility") and Country Walk Utilities, Inc., a Florida corporation (the "Buyer") and the deed and conveyance of the beneficial easement appurtenant to the real property, the assignment, the bill of sale and other instruments whereby the Assets (as defined in the Purchase Agreement) have been conveyed to Buyer (collectively, the "Conveyance Instruments" and, together with the Purchase Agreement, the "Contracts") have been duly authorized, executed and delivered by Seller and constitute the legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

2. The Conveyance Instruments are effective to convey the Assets purportedly conveyed thereby free and clear of any lien or encumbrance which could reasonably be expected to have a material and adverse effect upon the ability of the Buyer to own or use such Assets as a part of the System.

3. Seller has either (i) caused or made provision for the release of all liens, security interests and other encumbrances other than Permitted Encumbrances and the Conveyance Instruments are effective to convey the Assets purportedly conveyed thereby free and clear of any such lien, security interest or encumbrance, or (ii) disclosed such liens, security interests or encumbrances to Waterworks in writing prior to such conveyance and Waterworks has furnished written acceptance of the same as Permitted Encumbrances.

4. Seller has performed and complied in all material respects with those covenants or obligations required to be performed or complied with under the Agreement that are due as of the date hereof.

5. Seller's representations and warranties in the Agreement (considered collectively), and each of the representations and warranties (considered individually), are accurate in all material respects as of the date hereof.

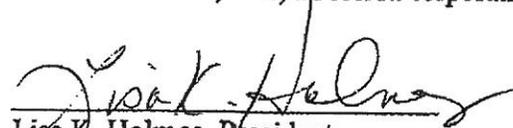
6. Performance by Seller of its obligations under the Contracts does not and will not violate any law, regulation or ruling of any governmental authority or court having jurisdiction over Seller, any provision of the bylaws or governing and/or organizational documents of Seller, or to my knowledge, any provision of any contract binding upon Seller, the breach of which could reasonably be expected to have a material and adverse effect upon the completion of the Contracts in accordance with their terms.

7. There is no litigation pending, or to my knowledge, threatened, which could reasonably be expected to have a material and adverse effect upon the ability of Seller to perform its obligations in compliance with the Contracts.

8. All representations and warranties of Seller contained in the Purchase Agreement are true and correct in all material respects as of the date hereof, and Seller has complied in all material respects with its covenants under the Purchase Agreement.

Dated: 10/17/13

SELLER:
Holmes Utilities, Inc., a Florida corporation



Lisa K. Holmes, President

**ASSIGNMENT AND ASSUMPTION OF PERMITS
AND GOVERNMENTAL APPROVALS**

THIS ASSIGNMENT AND ASSUMPTION OF PERMITS AND GOVERNMENTAL APPROVALS (this "Assignment") is made and entered into this 17 day of October, 2013, by and between HOLMES UTILITIES, INC., a Florida corporation ("Assignor") and COUNTRY WALK UTILITIES, INC., a Florida corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor has as of this date conveyed to Assignee, pursuant to that certain Asset Purchase Agreement dated September 9, 2013 (the "Purchase Agreement"), all of the real and personal property, both tangible and intangible, which comprise the Assets. All capitalized terms not defined herein shall have the meaning(s) ascribed to them in the Purchase Agreement; and

WHEREAS, included within the Assets which Assignor intends to convey to Assignee, and Assignee intends to accept, are all of Assignor's certificates, immunities, privileges, permits, license rights, consents, grants, ordinances, surveys, leaseholds and all rights to construct, maintain and operate the Utility System and its plants and systems, and every right of every character whatsoever in connection therewith, and the obligations thereof; together with all rights granted to Assignor under any of the foregoing, made available by or under the authority of any governmental body or pursuant to any legal requirement, identified on Exhibit "A" attached hereto and made a part hereof (collectively the "Permits").

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations and agreements contained herein, together with \$10.00 and other good and valuable consideration exchanged between the parties, the parties do undertake, promise and agree for themselves, their permitted successors and assigns as follows:

1. Assignor hereby conveys and assigns unto Assignee, its successors and assigns, all right, title and interest of Assignor in the Permits except as otherwise set forth in paragraph 1.2 (a) through (n) of the Purchase Agreement; provided, however, that other than as contained in the Purchase Agreement, Assignor makes no representation or warranty that the Permits are legally sufficient.

2. Except as otherwise set forth in paragraph 1.2 (a) through (n) of the Purchase Agreement, Assignee hereby accepts the transfer and assignment of the Permits as set forth in Paragraph 1 herein, and assumes the performance, obligations, duties and liabilities of Assignor under such Permits as of the date hereof. As of the date of this Agreement, and pursuant to the Purchase Agreement, Assignor's obligations and responsibilities to act under such Permits shall cease and terminate and Assignor shall have no further liabilities or obligations with respect to the Permits, except for those obligations and responsibilities which accrued prior to the date of this Assignment. Assignor makes no representations, warranties or covenants concerning the Permits other than those set forth in the Purchase Agreement.

3. Assignor covenants and agrees with Assignee and its successors and assigns that Assignor will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered any and all such further acts, instruments, papers and documents, as may be necessary, property or convenient, to carry out and effectuate the intent and purposes of this Assignment.

4. This Assignment shall inure to the benefit of and be binding upon Assignor and Assignee and their successors and assigns. This Assignment is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

5. This Assignment shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of Florida applicable to contracts made and to be performed within said State. Nothing herein shall be construed to waive any defense of sovereign immunity that Assignee may be lawfully entitled to assert under applicable Florida law.

6. If any term or provision of this Assignment shall, to any extent or for any reason, be held to be invalid or unenforceable, the remainder of this Assignment shall not be affected thereby and shall be construed as if such invalid or unenforceable provision had never been contained herein or been applicable in such circumstances.

7. This Assignment incorporates the Purchase Agreement and by reference all definitions, terms, provisions, conditions and limitations set forth therein. In the event of any conflict or inconsistency between the Purchase Agreement and the definitions, terms, provisions, conditions and limitations set forth therein and those which are set forth in this Assignment, the definitions, terms, provisions, conditions and limitations set forth in the Purchase Agreement shall supersede and prevail.

[signature pages follow]

Signed, sealed and delivered in the presence of:

Bethanie L. Arrowood
Signature

Bethanie L. Arrowood
Type/print name of witness

Robbie Chamberlain
Signature

Robbie Chamberlain
Type/print name of witness

STATE OF Florida
COUNTY OF Highlands

The foregoing instrument was acknowledged before me this 17th day of October, 2013 by Lisa K. Holmes as President on behalf of said Holmes Utilities, Inc., a Florida corporation. She is personally known to me or has produced _____ as identification.

Bethanie L. Arrowood
Notary Public

ASSIGNOR:

Holmes Utilities, Inc.
A Florida corporation

Lisa K. Holmes
Lisa K. Holmes, President



Signed, sealed and delivered in the presence of:

[Signature]
Signature

Vicki Perick
Type/print name of witness

[Signature]
Signature

S. Lee Perick
Type/print name of witness

ASSIGNEE:

Country Walk Utilities, Inc.
A Florida corporation

[Signature]
Gary Deremer,
President

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 18th day of Oct., 2012
by Gary Deremer as President on behalf of said Country Walk Utilities, Inc., a Florida corporation.
He is personally known to me.

[Signature]
Notary Public



Exhibit "A"
Permits

All existing permits and governmental approvals relating to the water system serving the Country Walk service area in Highlands County, Florida to the extent they are assignable, including, but not limited to:

That certain Florida Dept. Of Environmental Regulation Permit # WC28-170876 in re: Country Walk Homeowners Association, Inc., Permittee, in re: Water System I.D. No. 528-4114

CORPORATION RESOLUTION/INCUMBENCY CERTIFICATE

The undersigned officer(s) of **COUNTRY WALK UTILITIES, INC.**, a Florida corporation (the "Company") hereby certify that the Company is a corporation organized and existing under the laws of the State of Florida, having its chief executive office, principal place of business, registered office and registered agent at c/o 4939 Cross Bayou Blvd., New Port Richey, FL 34652; that the following copy is a true and correct copy of the resolution duly adopted at a meeting of the Board of Directors of the Company, held on or about September 3, 2013; that said meeting was duly authorized by the Bylaws of the Company; that the actions taken at such meeting and reflected in said resolution are authorized by the Bylaws of the Company; and that said resolution is now in full force and effect and has not been modified or amended.

WHEREAS, the Company desires to authorize Gary Deremer in his capacity as the President of the Company ("Agent") to enter into and execute for and on behalf of and in the name of the Company the documentation required to effectuate the purchase of the property described on the attached Exhibit "A" (the "Property") without the necessity for consent or joinder of any other person.

NOW THEREFORE, IT IS HEREBY:

RESOLVED, that the Agent is hereby authorized and empowered in the name and on behalf of the Company from time to time as it shall deem appropriate to:

(i) execute on behalf of the Company in such form as may be required by the Closing Agent or Title Insuring Agent and deemed advisable by the Agent, the Closing Statement and such other instruments or documents required as a condition to the consummation of the purchase transaction; and

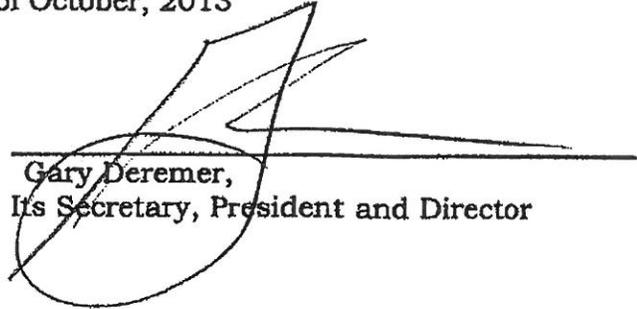
FURTHER RESOLVED, that the Agent is authorized and directed to execute and deliver in the name and on behalf of the Company any other agreements, certificates or documents as the Agent may consider necessary or appropriate in order to consummate the transaction contemplated in this resolution; and

FURTHER RESOLVED, that the approval and agreement of the Agent and the Company of and to the conditions contained in the agreements, certificates, documents and other instruments executed by the Agent in connection with purchase transaction contemplated in this resolution shall be conclusively established by its execution thereof; and

FURTHER RESOLVED, that the execution by the Agent shall be conclusive evidence of his authority to act on behalf of and in the name of the Company as provided herein; and

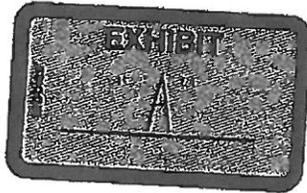
THE UNDERSIGNED FURTHER CERTIFY that neither the articles of organization nor the Bylaws of the Company, require, prohibit or limit in any manner the authorization contained herein.

So certified this 18th day of October, 2013



Gary Deremer,
Its Secretary, President and Director

(COMPANY SEAL)



A portion of Tract A, COUNTRY WALK, according to the plat thereof recorded in Plat Book 15, Page 50, of the Public Records of Highlands County, Florida, more particularly described as follows: BEGIN at the Southwest corner of Lot 15, Block 3, COUNTRY WALK; thence North $89^{\circ}45'36''$ East along the South line of said Lot 15 for a distance of 196.21 feet to a point; thence North $3^{\circ}38'37''$ East for a distance of 35.33 feet to a point; thence South $86^{\circ}34'28''$ East for a distance of 55.0 feet to a point; thence South $3^{\circ}38'37''$ West for a distance of 70.0 feet to a point; thence North $86^{\circ}34'28''$ West for a distance of 55.0 feet to a point; thence North $3^{\circ}38'37''$ East for a distance of 19.64 feet to a point; thence South $89^{\circ}45'36''$ West for a distance of 195.19 feet to a point on the East right-of-way line of Lake Side Trail; thence North $0^{\circ}14'24''$ West along said East right-of-way line for a distance of 15.0 feet to the POINT OF BEGINNING.

TOGETHER WITH an easement for ingress and egress, more particularly described as follows: COMMENCE at the Southwest corner of Lot 15, Block 3, COUNTRY WALK, according to the plat thereof recorded in Plat Book 15, Page 50, of the Public Records of Highlands County, Florida; thence South $0^{\circ}14'24''$ East along the East right-of-way line of Lake Side Trail for a distance of 15.0 feet to the POINT OF BEGINNING; thence North $89^{\circ}45'36''$ East for a distance of 25.0 feet to a point; thence South $82^{\circ}55'02''$ West for a distance of 25.18 feet to a point on the East right-of-way line of Lake Side Trail; thence North $0^{\circ}14'24''$ West along said East right-of-way line for a distance of 3.0 feet to the POINT OF BEGINNING.

CONTINUATION OF EXHIBIT "A"

TOGETHER WITH all of the Assets described in the Asset Purchase Agreement dated September 3, 2013 between Holmes Utilities, Inc., a Florida corporation, as Seller, and Country Walk Utilities, Inc., a Florida corporation, as Purchaser.

RE: Escrow File #13-263
Holmes Utilities, Inc. - conveyance to Country Walk Utilities, Inc.
- water treatment plant, fee simple interest together with beneficial easement, appurtenant to the utility service district serving Country Walk, Highlands County, Florida, including the subdivisions of Country Walk of Leisure Lakes and First Addition to Country Walk

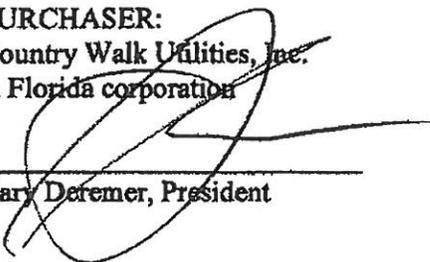
DISCLOSURE AND HOLD HARMLESS

The undersigned purchaser, after full disclosure, has elected to proceed with the closing of the above described transaction, and hereby acknowledges and agrees to hold and save the firm of Booth & Cook, P.A. harmless from any loss or damages and all liability arising from the following matters:

- A. The purchaser is proceeding without the benefit of a title search or an owner's title insurance policy insuring the leasehold interest and/or the easement interests necessary for the operation of the water and sewer service district facilities.
- B. The purchaser is proceeding without the benefit of an updated survey of the lands which are the subject of the captioned transaction, notwithstanding the inability to determine with accuracy whether the necessary access easements and utility system easements are located within the boundaries of the grant of easement or assignment of easement and/or the sketch of land lease area delivered at closing in consummation of the Asset Purchase Agreement between the parties.
- C. The purchaser has elected to proceed without obtaining the consent and subordination of any potential lender whose mortgage may encumber the underlying fee simple title in and to the beneficial easement interest which is the subject of the captioned transaction.
- D. The purchaser has elected to proceed without obtaining the consent required, if any, of the homeowner's association to the conveyance of the easement interest and/or the fee simple interest which are the subject of the captioned transaction.

Dated this 18th day of Oct, 2013

PURCHASER:
Country Walk Utilities, Inc.
A Florida corporation



Gary DeRemer, President

Closing Certificate
of
Country Walk Utilities, Inc.

The undersigned is the President of Country Walk Utilities, Inc. (the "Buyer") and hereby certifies on behalf of the Buyer as follows:

1. The Asset Purchase Agreement dated September 9, 2013 (the "Purchase Agreement") between Holmes Utilities, Inc., a Florida corporation (the "Utility") and the Buyer, and the deed and conveyance of the beneficial easement appurtenant to the real property, the assignment, the bill of sale and other instruments whereby the Assets (as defined in the Purchase Agreement) have been conveyed to Buyer (collectively, the "Conveyance Instruments" and, together with the Purchase Agreement, the "Contracts") have been duly authorized, executed and delivered by the Buyer and constitute the legal, valid and binding obligations of the Buyer, enforceable against the Buyer in accordance with their respective terms.

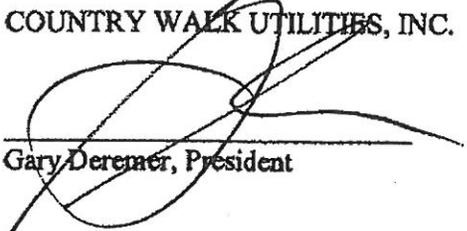
2. The Buyer is not prohibited by decree or law from consummating the transaction contemplated by the Purchase Agreement.

3. There is not pending, or to the knowledge of the Buyer, threatened, any legal action or proceeding that hinders the ability of the Buyer to perform its obligations in compliance with the Contracts.

4. All representations and warranties of the Buyer contained in the Purchase Agreement are true and correct in all material respects as of the date hereof, and the Buyer has complied in all material respects with its covenants under the Purchase Agreement.

Dated: 10/12/13

COUNTRY WALK UTILITIES, INC.



Gary Deremer, President

Tax Asset Detail 1/01/13 - 12/31/13

Asset	d	Property Description	Date In Service	Tax Cost	Sec 179 Exp Current = c	Tax Bonus Amt	Tax Prior Depreciation	Tax Current Depreciation	Tax End Depr	Tax Net Book Value	Tax Method	Tax Period
Group:												
201	d	Land (title ins)	5/23/96	745	0	0	0	0	0	745	Memo	0.0
301	d	Backup pump	8/01/95	1,619	0	0	0	0	0	745	Memo	0.0
302	d	Wire/ground extra	10/21/95	189	0	0	1,433	60	1,493	126	150DB	20.0
303	d	Changed gas to liquid	8/01/95	502	0	0	165	7	172	17	150DB	20.0
304	d	Backup chlorinator	9/29/95	240	0	0	444	19	463	39	150DB	20.0
305	d	Services - Tap in	10/04/95	150	0	0	211	9	220	20	150DB	20.0
306	d	Services - Tap in	11/07/95	150	0	0	132	5	137	13	150DB	20.0
307	d	Meters installations (4)	8/01/95	175	0	0	131	6	137	13	150DB	20.0
308	d	Meter installation	8/25/95	31	0	0	155	6	161	14	150DB	20.0
309	d	Tank & assembly	4/30/96	717	0	0	27	2	29	2	150DB	20.0
310	d	Booster pump	1/29/96	556	0	0	610	27	637	80	150DB	20.0
311	d	Meters installation	5/10/96	63	0	0	479	21	500	56	150DB	20.0
312	d	Services - Tap in	6/13/96	56	0	0	54	2	56	7	150DB	20.0
313	d	Meters installation	6/14/96	100	0	0	47	2	49	7	150DB	20.0
314	d	Filter additions	7/01/97	279	0	0	85	3	88	12	150DB	20.0
315	d	Meter installations	7/01/97	450	0	0	216	12	228	51	S/L	20.0
316	d	Meter installations	7/01/98	2,800	0	0	351	18	369	81	S/L	20.0
317	d	Meter installations	7/01/99	600	0	0	1,624	93	1,717	1,083	S/L	25.0
318	d	Meter installations	7/01/00	1,000	0	0	324	20	344	256	S/L	25.0
319	d	2 meter well head	7/01/00	382	0	0	500	33	533	467	S/L	25.0
320	d	Meter installations	7/01/01	1,000	0	0	191	13	204	178	S/L	25.0
321	d	Distribution extension	7/01/02	8,967	0	0	460	33	493	507	S/L	25.0
322	d	Meter installations	7/01/02	330	0	0	3,766	299	4,065	4,902	S/L	25.0
323	d	Meter installations	7/01/05	300	0	0	139	11	150	180	S/L	25.0
324	d	Safety shower	7/01/05	900	0	0	90	10	100	200	S/L	25.0
325	d	Plant entry slab	7/01/05	456	0	0	270	30	300	600	S/L	25.0
326	d	Pump wiring & controls	7/01/06	689	0	0	137	15	152	304	S/L	25.0
327	d	Chem-Tech chlorinator	7/01/06	1,453	0	0	179	23	202	487	S/L	25.0
328	d	pump	5/29/07	633	0	0	378	48	426	1,027	S/L	25.0
329	d	pump	7/26/07	581	0	0	63	10	73	560	S/L	25.0
330	d	well	7/01/12	22,108	0	0	58	9	67	514	S/L	25.0
331	d	fencing	7/01/12	1,379	0	0	442	737	1,179	20,929	S/L	25.0
							46	77	123	1,256	S/L	15.0
		No Group		49,600	0c	0	13,207	1,660	14,867	34,733		
		*Less: Dispositions and Transfers		49,600	0	0	13,207	0	14,867	34,733		
		Net No Group		0	0c	0	0	1,660	0	0		
		Grand Total		49,600	0c	0	13,207	1,660	14,867	34,733		
		Less: Dispositions and Transfers		49,600	0	0	13,207	0	14,867	34,733		
		Net Grand Total		0	0c	0	0	1,660	0	0		