

State of Florida



Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850

-M-E-M-O-R-A-N-D-U-M-

DATE: March 5, 2013
TO: Ann Cole, Commission Clerk, Office of Commission Clerk *ALM*
FROM: Avy Smith, ^{AS} Public Utility Analyst II, Division of Accounting and Finance
RE: Docket No. 120271-WS - Application for transfer of water and wastewater facilities of Damon Utilities, Inc. to the City of Avon Park in Highlands County and request of cancellation of Certificate Nos. 499-W and 433-S

Please incorporate the attached Asset Purchase Agreement and corresponding documents into the docket file.

RECEIVED-FPSC
13 MAR - 6 AM 9: 05
COMMISSION
CLERK

DOCUMENT NUMBER-DATE

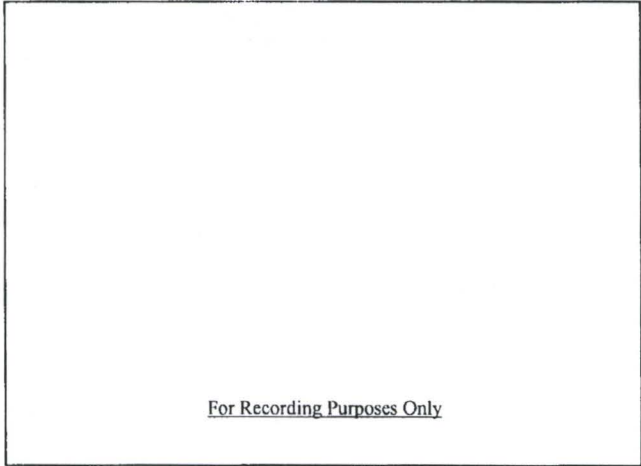
01169 MAR-6 2

FPSC-COMMISSION CLERK

SJ
222.50

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

Gerald T. Buhr
Gerald T. Buhr, P.A.
1015 Wyndham Lakes Drive
Odessa, FL 33556
(863) 508-7055



For Recording Purposes Only

**ASSET PURCHASE AGREEMENT BETWEEN
DAMON UTILITIES, INC., RIVER GREENS SOUTH GOLF COURSE, INC., AND J.A.
HARSTINE, INDIVIDUALLY, AND RODNEY A. DAVIS, INDIVIDUALLY AND AS
TRUSTEE OF THE RODNEY A. DAVIS REVOCABLE TRUST AS AMENDED AND
RESTATED ON DECEMBER 7, 2000,
AND THE CITY OF AVON PARK, FLORIDA**

This Agreement ("Agreement") dated this _____ day of March, 2012, is by and between DAMON UTILITIES, INC., a Florida corporation ("Damon"), its successors and assigns, RIVER GREENS SOUTH GOLF COURSE, INC., a Florida corporation ("River Greens"), its successors and assigns, and J.A. HARSTINE, individually, and RODNEY A. DAVIS, individually and as Trustee of the RODNEY A. DAVIS TRUST AS AMENDED AND RESTATED ON DECEMBER 7, 2000 ("Davis & Harstine"), having their collective principal offices at 47 W. Lake Damon Drive, Avon Park, FL 33826, (hereinafter separately and collectively referred to as the "Seller"), and the CITY OF AVON PARK, FLORIDA, having its office at 110 E. Main Street, Avon Park, Florida 33825, Highlands County, State of Florida, (hereinafter referred to as the "City").

WITNESSETH

WHEREAS, River Greens is the owner of a potable water treatment plant; Davis and Harstine are the owners of a wastewater treatment plant; and Damon is the owner of the equipment, transmission and distribution lines, and all other equipment and matters associated with the provision of potable water, and wastewater collection treatment and disposal (collectively the "Purchased Assets", as such term is hereinafter defined), in Highlands County, Florida, which serves utility customers more fully described on **Exhibit 1**, (the "Territory"); and

VENDOR#51
Cheryl Tietjen, City Clerk
City of Avon Park
110 E. Main St.
Avon Park, FL 33825

Prepared by:
Return to:

DOCUMENT NUMBER-DATE

01169 MAR-6 2012

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Asset Purchase Agreement Between Damon Utilities, Inc., and the City of Avon Park

WHEREAS the City is engaged in water and wastewater utility service within and surrounding this area and is or may be authorized to be in the business of furnishing potable water and wastewater utility services to areas in or adjacent to the Territory. The City desires to acquire, and the Seller desires to sell the Purchased Assets and all rights and privileges associated with such systems and service to the Seller's utility customers, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants as hereinafter set forth, the parties hereto agree as follows:

ARTICLE I - REPRESENTATIONS AND WARRANTIES BY THE SELLER

The Seller represents and warrants that:

1.1 The statements in the preamble above are true and correct.

1.2 Damon and River Greens are corporations duly incorporated, validly existing, and in good standing under the laws of the State of Florida. Damon's Articles of Incorporation contain charter powers authorizing it to operate and maintain a water and wastewater utility system. River Greens' Articles of Incorporation contain charter powers authorizing it to own a potable water treatment plant.

1.3 The Seller is, and at the Closing (as hereinafter defined) will be, the owner of the Purchased Assets with good and marketable title, free and clear of all liens and encumbrances.

1.4 Damon currently holds valid Certificates of Public Convenience and Necessity (the "Certificates") issued by the Florida Public Service Commission (hereinafter referred to as the "PSC") and will transfer and extinguish the Certificates as required by Section 367.071(4)(a), Florida Statutes. The City shall have authorization for the setting and approval of the rates, rules and regulations for water and wastewater service within the Territory following Closing.

1.5 Attached hereto as composite **Exhibit 2** is a detailed list of the real and personal property as part of the Purchased Assets, more particularly described in Section 2.1 hereinbelow, of the Seller to be acquired by the City pursuant to this Agreement, showing all their respective installation or construction costs. All engineering plans and specifications for the Purchased Assets have been organized and will be transferred to the City with all other records. The Purchased Assets expressly exclude cash on hand and accounts receivable. Although the rights and

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privileges such as the right to serve the customers, permits, approvals, easements, etc, are part of the Purchased Assets, they shall not be specifically described in Exhibit 2, but are discussed in this Agreement.

1.6 Attached hereto as Exhibit 3 is a list, signed by the Seller, and briefly describing, as of the date of this Agreement, the following:

a. All pending or threatened action at law, suits in equity or administrative proceedings relating to the Purchased Assets;

b. All contracts or obligations of any nature between the Seller and any other party and among Damon, River Greens, Davis and/or Harstine, including, without limitation, all developer agreements relating to the utility or any other obligation against the present or future capacity of the Purchased Assets whatsoever; and

c. All real estate, easements and rights and/or privileges associated with the utility owned by the Seller to be transferred hereunder; all licenses, prescriptive rights, rights-of-way and rights to use public and private roads, highways, canals, streets and other areas owned or used by the Seller for the construction, operation and maintenance of the Purchased Assets.

1.7 A current survey and legal description of the parcels of land underlying the lift stations, water treatment plant, and the wastewater treatment plant and separately describing easements for all other Purchased Assets and those necessary for connection of the City's existing collection system to a future master lift station located at or near the site of the present wastewater treatment plant, as well as ingress and egress to the future master lift station. Such survey and legal descriptions shall be attached hereto as Exhibit 4. Due to common ownership of the land parcels and the utility system, several transmission lines exist that are not documented by any existing easement, primarily located in the golf course area. Seller agrees to assist City in locating the transmission lines, and City agrees to have the location of the transmission lines documented through survey prepared by the City at City's sole expense. Seller further agrees to prepare and grant easements for the transmission lines to the City based on City's surveys.

1.8 All the Purchased Assets are, or at Closing will be, wholly within lawful easements or rights-of-way delineated in Exhibit 4, or on real property to be transferred by the appropriate and respective Seller to the City at Closing by the Water Treatment Property ("WTP") Deed and the Wastewater Treatment Property ("WWTP") Deed (as hereinafter defined).

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1.9 Except as indicated in **Exhibit 3**, there are no pending or threatened actions at law or suits in equity relating to or which could in any way encumber the Purchased Assets, or any pending or threatened proceedings before the PSC or any other governmental agency.

1.10 Except as indicated in **Exhibit 3**, there are no contracts or obligations of any nature between the Seller or among Damon. River Greens, Davis and/or Harstine and any other party relating to the Purchased Assets or obligations to provide future new connections.

1.11 Neither the Seller nor any entity or individual affiliated with the Seller has executed any agreement with any purchasers of lots within the Territory, or any other parties, whereunder such purchasers or other parties have acquired any right to connect to the Purchased Assets or any interest in the Purchased Assets used or to be used in rendering service to them.

1.12 The Purchased Assets are capable of rendering water and wastewater utility service in the ordinary course of business in compliance with all federal, state and local rules and regulations including but not limited to all rules and regulations related to environmental protection or regulation.

1.13 Prior to the Closing, the consummation of the transactions contemplated herein will have been duly authorized by all necessary action, corporate or otherwise, on behalf of the Seller.

1.14 The Seller has filed all tax returns which are required to be filed, and each return which has been filed is true and correct, and the Seller has paid all taxes shown as payable on such returns when and as required by applicable law.

1.15 Damon has obtained all permits required, or has submitted applications for such permits in a timely manner, under applicable Environmental Laws necessary for the operation of its business as presently conducted as of the date of this Agreement. "Environmental Law" means any federal, state, or local statute, regulation, or ordinance, relating to the protection of human health or the environment in effect as of the Closing Date and includes, but is not limited to, The Florida Air and Water Pollution Control Act (Chapter 403, Florida Statutes), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA")(42 U.S.C. §9601, et. seq.), the Resource Conservation and Recovery Act (42 U.S.C. §6901 et. seq.), the Clean Water Act (33 U.S.C. §1251, et. seq.), the Toxic Substances Control Act (15 U.S.C. §2602, et. seq.),

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and the Safe Drinking Water Act (42 U.S.C. §300f, et. seq.), as such have been amended as of the Closing.

1.16 The Seller is unaware, after diligent inquiry, of any unlawful discharges or contamination in violation of Environmental Laws onto real property, easements or rights of way to be deeded to the City, or of any flaw, inadequacy or malfunction in the wastewater treatment plant or effluent disposal facilities that could cause or create contamination in violation of Environmental Laws, or other unlawful discharges, permit violations, regulatory downgrading or modifications to the presently permitted discharges of the water and/or wastewater treatment plants, or regulatory enforcement against the City after Closing. Such representation and warranty includes demands on such facilities including existing flows, as well as any additional connections committed to by the Seller and listed in Exhibit 4.

1.17 No representation or warranty by the Seller in this Agreement, or any statement or certificate furnished or to be furnished to the City pursuant hereto or in connection with the transactions contemplated herein, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained herein or therein not misleading.

1.18 The City shall assume no liabilities of the Seller. The City shall assume no obligations of the Seller other than those specifically described in this Agreement.

1.19 Damon represents to the City that it has collected no deposits from the customers, or shall transfer all such deposits to the City at Closing; and otherwise has no obligations for any form of refunds to customers that have not been completed prior to execution of this Agreement.

1.20 Damon has maintained through Closing, all inventories of supplies and spare parts as it has maintained in the normal course of operations by the Seller, and has not removed or transferred any supplies or spare parts except as used in the normal course of operations.

1.21 Damon covenants that the City shall be the sole provider of water and wastewater service within the Seller's PSC certificated territory described in Exhibit 1, and that it does not serve any customers outside of that Territory.

1.22 Seller represents that neither the WTP site nor the WWTP site are subject to any restrictive covenant or other encumbrance.

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1.23 These representations and warranties shall survive this Agreement, the Closing and transfer of title. The Seller, jointly and severally, agrees to indemnify the City, its successors and assigns, and hold it harmless against any loss, damage, liability, expense or cost, accruing or resulting from any misrepresentation or breach of any representation, or warranty or agreement made or to be performed by the Seller under this Agreement or from any misrepresentation in, or material omission from, any certificate or other documents furnished or to be furnished to the City by the Seller.

ARTICLE II – THE PURCHASED ASSETS

2.1 Except as specifically excluded below, the Seller agrees to sell, and the City agrees to purchase, all assets and rights necessary and/or used by the Seller for collection and transmission of water and wastewater from all of its customers, the transmission systems necessary to pump such wastewater to a wastewater treatment plant, and all water treatment plant, as well as all pumping and transmissions systems to distribute the water to the individual water meters, including the meters themselves, and all necessary appurtenances including without limitation the hydrants, valves, wells and raw water transmission facilities, (collectively, the "Purchased Assets"). Although not included in Exhibit 2, the Purchased Assets include all the rights, tangible or intangible, of a water and wastewater utility to serve all customers served by the Seller, including without limitation, those in the area described in Exhibit 1 to the exclusion of all other water and wastewater utilities, as well as any permits, approvals, easements and rights-of-way agreements, of any kind necessary and prudent to operate a water and wastewater utility, held or used by the Seller. The Seller shall list such other tangible Purchased Assets in Exhibit 2, and shall include any and all spare parts and inventory. Current assets of the Seller specifically excluded from the Purchased Assets under this Agreement are listed in Exhibit 5.

2.2 The permitted withdrawals of the Seller's wells are 0.125 MGD. The permitted discharge from the wastewater treatment plant and effluent disposal facilities is 0.05 MGD. The water treatment plant total combined capacity output is 0.125 MGD. The City agrees to provide (4) additional single family connections by the Seller listed in Exhibit 4 as "Future Connections" but only to the extent that those connections occur before February, 2030.

2.3 The Seller shall transfer by the WTP Deed and the WWTP Deed, free and clear of all liens and encumbrances, all real property described above underlying the water and wastewater treatment plants, and all pumping stations, in a size and description as provided in the surveys attached as Exhibit 4.

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2.4 Damon shall apply to the PSC, with the City's diligent cooperation, for the transfer of the Seller's Certificate and all other similar rights to provide utility service in the Territory or elsewhere in Highlands County, as provided in Sections 180.301 and 367.071, Florida Statutes. Receipt by the PSC of the complete transfer application is a condition precedent to Closing.

2.5 The Seller shall transfer to the City any and all permits and permissions of any type whatsoever, utilized or necessary to provide utility service as contemplated herein.

2.6 In exchange for the Purchased Assets, the Seller's representations and warranties, and all other promises and covenants provided herein, the City agrees to pay a purchase price of Two Hundred and Fifty Thousand Dollars (US \$250,000.00) (the "Purchase Price") payable at the Closing upon completion of all conditions precedent.

2.7 The City acquires the Purchased Assets only, and acquires absolutely none of the Seller's debts or liabilities of any kind, nor any of the Seller's obligations of any kind other than the obligation to provide water and wastewater utility service to the customers connected to the Seller's utility system on the date of Closing pursuant to the City's lawful ordinances and resolutions.

ARTICLE III - CLOSING; PREPARATION AND PURCHASE PRICE

3.1 Preparation for Closing.

a. i. The City shall have up to one hundred eighty (180) days from the date of execution of this Agreement to perform any and all due diligence necessary to satisfy the City in the sole and unfettered discretion of the City's City Council, whether to complete the purchase and close as provided herein. In the event that the City Council votes to terminate this Agreement within that due diligence period for any reason whatsoever, this Agreement and all rights and obligations of the parties shall then terminate, and neither party shall have a claim against the other of any kind whatsoever. In the event that the City Council votes that it is satisfied and the due diligence period shall terminate, or it terminates by passage of the time required, the parties shall prepare all documents and actions necessary for Closing.

ii. The City shall have up to an additional one hundred eighty (180) days from the expiration of the initial due diligence period for the sole purpose of obtaining any and all necessary permits issued to the City for operation of the WTP and WWTP

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utility systems. Notwithstanding the additional due diligence period to obtain any necessary permits for operation, the City covenants and agrees to use diligence in the permit application process and to proceed with all due haste to obtain necessary permits upon execution of this Agreement.

b. The Seller shall have the following actions and documents completed in order to effectuate the transaction described herein (the "Closing"):

i. complete easements in a form approved by the City, Exhibit 6, for all mains and other facilities up to and including water meters or water, and the individual customer property lines for sewer, with unfettered ingress and egress rights along all public and private roads as necessary or convenient for access to the Purchased Assets for all utility uses, including the right to install stormwater and reclaimed water facilities in the future, and warranty deeds, including the WTP Deed and the WWTP Deed, for water and wastewater treatment facilities and pump/lift stations as shown on composite Exhibit 7, as well as any other real property wherein the Purchased Assets exist now, or property owned by the Seller where utility facilities reasonably need to be extended in the future, or where the City reasonably requires right of easement or ingress and egress for the City's services; and

ii. such good and sufficient warranty deeds, including the WTP Deed and the WWTP Deed, bills of sale with covenants of warranty, and sufficient instruments of sale, in form and substance reasonably satisfactory to the City's counsel, as shall be required to vest in the City good, indefeasible and marketable title to all of the Purchased Assets and related real estate used or to be used for the service of water and wastewater system customers, free and clear of liens and encumbrances of every nature, which shall be evidenced by a title commitment to insure marketable title to the City; and

iii. all of the files, documents, papers, agreements, books of account, customer lists, original cost invoices, engineering drawings, and records possessed by the Seller pertaining to the wastewater utility business conducted by the Seller in the property, other than its minute books and stock records, and any other records reasonably needed by the Seller; and

iv. all orders, permits, licenses or certificates issued or granted to the Seller by any governmental authority in connection with any authorization related to the construction, operation or maintenance of its Purchased Assets or the conduct of its water and wastewater utility business in any manner, including without limitation water and wastewater treatment plant operations, utility facility installations, and groundwater withdrawals; and

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v. an opinion of Counsel for the Seller, dated as of the Closing, that upon the execution of this Agreement and delivery to the City of the Bill of Sale and other documentation of transfer of the Purchased Assets, that the Seller has lawfully and properly transferred such Purchased Assets and the City will then have good and marketable title to the Purchased Assets, free and clear of all liens and encumbrances; and

vi. Transfer documents for all easements and rights of way, etc.

3.2 Closing. The Closing shall take place at the offices of John K. McClure, P.A., 211 S. Ridgewood Dr., Sebring, Florida 33870, counsel for Seller, at a date and time mutually agreeable after completion of all preparation and prerequisites to Closing described herein, but no later than 30 days following the expiration of the due diligence period.

3.3 Purchase Price. At Closing, the City shall provide the Seller a City check in the amount as provided in a mutually agreeable settlement statement showing the Purchase Price, as adjusted. The City does not assume any liabilities associated with the previous ownership.

3.4 Easements. The Seller agrees to grant the easements over the property deemed necessary or prudent by the City, in a form as provided in Exhibit 6, and provide such executed easement grants at or prior to the Closing.

3.5 The Closing Costs. The Closing costs shall be allocated as follows:

- a. the Seller shall pay for title insurance;
- b. the City shall pay for surveys; and
- c. the City shall pay for recording the deeds including the WWTP Deed;
- d. the Seller shall pay for recording easements and other documents;
- e. the Seller shall pay for documentary stamps.

ARTICLE IV – WASTEWATER TREATMENT PLANT AND PROPERTY

4.1 Within five (5) years of the Closing, the City agrees to abandon the use of the existing wastewater treatment plant and the underlying real property. However, the City will not abandon the easements granted herein. The warranty deed for the real property underlying the existing wastewater treatment plant (the "WWTP Deed") shall be in the form of Exhibit 8. The WWTP Deed shall provide that upon the City's

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abandonment of the wastewater treatment plant, which shall occur no later than five (5) years from the Closing, the real property shall revert to the Seller. The City's abandonment shall be evidenced by a Declaration of Abandonment of the Wastewater Treatment Facilities filed in the Public Records of Highlands County, Florida, at which time the real property and all improvements not removed by the City shall automatically revert to the Seller, subject to the covenants contained in this Agreement, in their AS-IS, WHERE IS condition.

4.2 As part of the abandonment, the City agrees to decommission the wastewater treatment plant through receipt of a decommissioning permit with DEP.

4.3 As part of the abandonment, the City shall remove all supplies, inventory, parts and unattached equipment, and shall be allowed to remove all other equipment the City deems to have commercial value and if, in the City's sole judgment, it deems such removal to be prudent. The City shall not be obligated to remove any structures or improvements to the wastewater treatment plant transferred by the Seller to the City through the WWTP Deed.

4.4 The City agrees to mow the WWTP site, during its period of ownership, in a good and workmanlike manner every two (2) weeks during the period of time when the grass growth so warrants and to keep the WWTP area in a reasonably aesthetically pleasing condition.

ARTICLE V – WATER TREATMENT PLANT AND PROPERTY

5.1 There are two (2) wells four inches (4") in diameter located on the WTP site. These wells require no permitting by the applicable water management district. Both wells are included as part of the conveyance by the WTP Deed. Upon abandonment of the WTP by City, the wells will be deeded back to Seller at no cost.

5.2 A golf cart path is currently located on the WTP site. The City agrees to relocate the cart path outside of the boundaries of the WTP site to a location and of such materials as are akin to that currently in existence and otherwise suitable to Seller.

5.3 Seller agrees that another entity owned and controlled by Seller will mow and maintain the WTP site in conjunction with maintenance of the golf course.

ARTICLE VI – GENERAL

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Return to:

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6.1 Upon purchase of the Purchased Assets of the Seller, the City agrees to supply all of the Seller's customers presently served by the Purchased Assets with customary water and wastewater utility service in accordance with the City's ordinances, resolutions, policies and procedures. The parties expressly agree that this sale is not subject to any condition of annexation by the City of any property served by the utilities sold pursuant to this Agreement.

6.2 In the event that any sod must be removed by the City pursuant to any repair, maintenance, or other activity, the City agrees to replace the sod with like-kind grass, specifically Bermuda sod, in all areas in which such sod is utilized.

6.3 The failure of either party hereto to enforce any of the provisions of this Agreement or the waiver thereof in any instance by either party shall not be construed as a general waiver or relinquishment on its part of any such provisions, but the same shall, nevertheless, be and remain in full force and effect.

6.4 Any notice to be given shall be in writing and shall be sent by hand delivery, certified mail, return receipt requested, FedEx, Express Mail, UPS, or DHL, to the party being noticed at the following addresses, and shall be deemed delivered upon mailing:

AS TO THE CITY: City Manager
City of Avon Park
110 East Main Street
Avon Park, Florida 33825

COPY TO: Gerald Buhr, City Attorney
Gerald T. Buhr, P.A.
1015 Wyndham Lakes Drive
Odessa, FL 33556

AS TO THE SELLER: Damon Utilities Inc
47 W Lake Damon Dr
Avon Park, FL 33825

COPY TO: John K. McClure, Esq.
211 S. Ridgewood Dr.
Sebring, FL 33870

6.5 The Exhibits to this Agreement are a part hereof and are hereby incorporated in full by reference.

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6.6 The terms and conditions in this Agreement are the product of mutual draftsmanship by all parties, each being represented by counsel, and any ambiguities in this Agreement or any documentation prepared pursuant to it shall not be construed against any of the parties because of authorship. The parties acknowledge that all the terms of this Agreement were negotiated at arms' length, and that each party, being represented by counsel, is acting to protect its own interest.

6.7 This Agreement is for the sole benefit of the parties hereto, and no right of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement either express or implied is intended or shall be construed to confer upon or give any person, corporation or governmental entity, other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

6.8 In the event of any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover actual and reasonable attorneys' fees, paralegals' fees, and costs incurred, whether the same be incurred in a pre-litigation negotiation, litigation at the trial level, or upon appeal.

6.9 This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect among the parties made with respect to the matters herein contained, and when duly executed constitutes the entire Agreement among the parties. No additions, alterations or variations of the terms of this Agreement shall be valid nor provisions of this Agreement be deemed waived by any party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed.

6.10 This Agreement shall be governed by the laws of the State of Florida. Venue for any legal action shall be in state court in Highlands County, Florida. The parties waive any right to try the case in federal court and the right to trial by jury.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year above first written.

Signed, sealed and delivered before these witnesses:

Ann S. Fila
 (Signed) ANN S. FILA
 (Printed)
Laura Carroll
 (Signed) Laura Carroll
 (Printed)

SELLER

DAMON UTILITIES, INC.

By: [Signature]
 Printed: J.A. HARSTINE
 Its: president

Signed, sealed and delivered before these witnesses:

John K. McClure
 (Signed) JOHN K. McCLURE
 (Printed)
Ann S. Fila
 (Signed) ANN S. FILA
 (Printed)

RIVER GREENS SOUTH GOLF COURSE, INC.

By: [Signature]
 Printed: ROONEY A. DAVIS
 Its: PRES.

Signed, sealed and delivered before these witnesses:

Ann S. Fila
 (Signed) ANN S. FILA
 (Printed)
Laura Carroll
 (Signed) Laura Carroll
 (Printed)

[Signature]
 J.A. Harstine, Individually

Asset Purchase Agreement Between Damon Utilities, Inc., and the City of Avon Park

Signed, sealed and delivered before these witnesses:

[Signature]
(Signed) JOHN K. McCLURE
(Printed)
[Signature]
(Signed) ANN S. FIKI
(Printed)

[Signature]
Rodney A. Davis, Individually and as Trustee
Of the Rodney A. Davis Revocable Trust as
Amended and Restated on December 7, 2000

STATE OF FLORIDA
COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me this 18 day of April, 2012, by J.A. Harstine, as President of Damon Utilities, Inc., a Florida corporation. He is personally known OR Produced Identification . Type of Identification Produced: Florida Drivers license

My commission expires: _____
Signature of Notary: [Signature]



STATE OF FLORIDA
COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me this 17 day of April, 2012, by Rodney A. Davis, as President of River Greens South Golf Course, Inc., a Florida corporation. He is personally known OR Produced Identification . Type of Identification Produced: Florida drivers license

My commission expires: _____
Signature of Notary: [Signature]



STATE OF FLORIDA
COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me this 18 day of April, 2012, by J.A. Harstine. He is personally known OR Produced Identification . Type of Identification Produced: Florida Drivers license

My commission expires: _____
Signature of Notary: [Signature]



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STATE OF FLORIDA
COUNTY OF HIGHLANDS

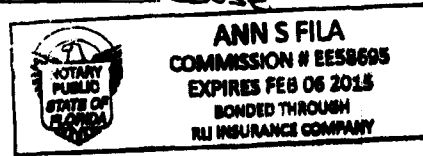
The foregoing instrument was acknowledged before me this 17 day of April, 2012, by **Rodney A. Davis, individually and as Trustee of the Rodney A. Davis Revocable Trust as Amended and Restated on December 7, 2000.** He is personally known OR Produced Identification

Type of Identification Produced: FLORIDA DRIVERS LICENSE

My commission expires:

Signature of Notary:

Ann S. Fik



CITY

[SEAL]

ATTEST:

Cheryl Tietjen
Cheryl Tietjen, City Clerk

CITY OF AVON PARK, FLORIDA,

BY: *Sharon Schuler*
Sharon Schuler, Mayor

APPROVED AS TO FORM:

Gerald T. Buhr
Gerald T. Buhr, City Attorney

VENDOR#51

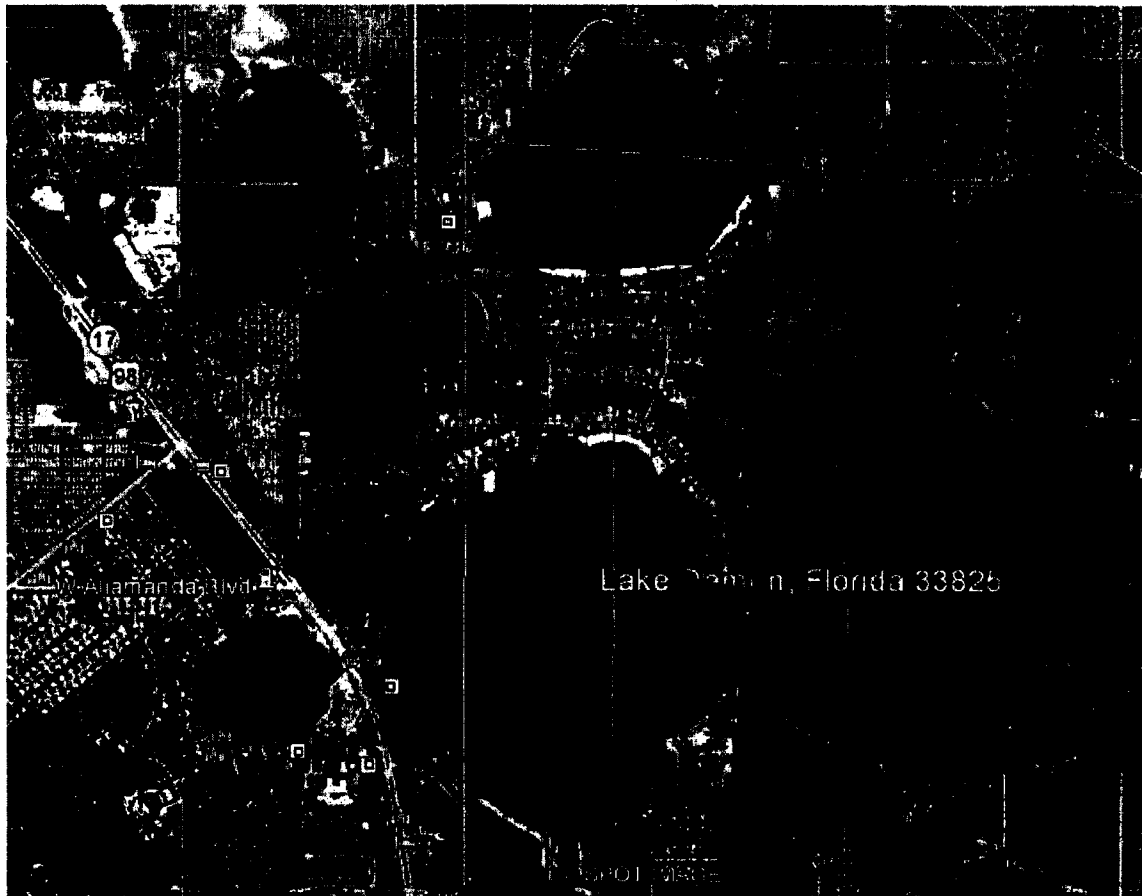
Prepared by:
Return to:

Cheryl Tietjen, City Clerk
City of Avon Park
110 E. Main St.
Avon Park, FL 33825

Asset Purchase Agreement Between Damon Utilities, Inc., and the City of Avon Park

EXHIBIT 1

DAMON UTILITIES, INC. TERRITORY



Prepared by:
Return to:

VENDOR#51
Cheryl Tietjen, City Clerk
City of Avon Park
110 E. Main St.
Avon Park, FL 33825

Asset Purchase Agreement Between Damon Utilities, Inc., and the City of Avon Park

EXHIBIT 2

**A DETAILED LIST OF THE REAL PROPERTY AND MAJOR
COMPONENTS OF THE PERSONAL PROPERTY OF THE PURCHASED
ASSETS TO BE ACQUIRED BY THE CITY**

1. Customer Database
2. Water Treatment Facility
3. Water distribution system
4. Meters
5. Wastewater Treatment Facility
6. Lift Station #1
7. Lift Station #2
8. Lift Station #3
9. Gravity Sewer System
10. Force main

Prepared by:
Return to:

VENDOR#51
Cheryl Tietjen, City Clerk
City of Avon Park
110 E. Main St.
Avon Park, FL 33825

Asset Purchase Agreement Between Damon Utilities, Inc., and the City of Avon Park

EXHIBIT 3

**LIST OF ISSUES THAT COULD AFFECT THE CITY'S
OWNERSHIP OF THE PURCHASED ASSETS**

The seller knows of no issues.

Prepared by:
Return to:

VENDOR#51
Cheryl Tietjen, City Clerk
City of Avon Park
110 E. Main St.
Avon Park, FL 33825

Asset Purchase Agreement Between Damon Utilities, Inc., and the City of Avon Park

EXHIBIT 4

**SURVEYS AND LEGAL DESCRIPTIONS OF THE PURCHASED
ASSETS**

The City has been provided with the system record drawings, which contains all known easements.

Prepared by:
Return to:

VENDOR#51
Cheryl Tietjen, City Clerk
City of Avon Park
110 E. Main St.
Avon Park, FL 33825

Asset Purchase Agreement Between Damon Utilities, Inc., and the City of Avon Park

EXHIBIT 5

ASSETS OF THE SELLER EXCLUDED FROM SALE

None

Prepared by:
Return to:

VENDOR#51
Cheryl Tietjen, City Clerk
City of Avon Park
110 E. Main St.
Avon Park, FL 33825

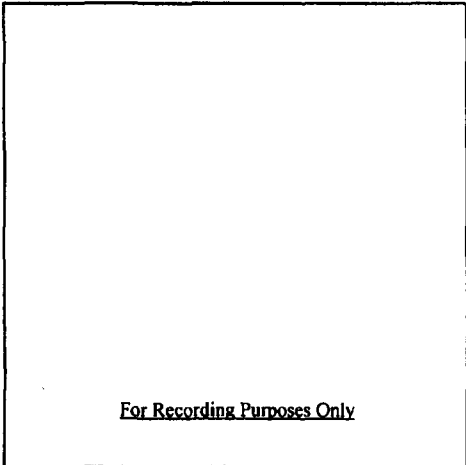
Page 20 of 26

Asset Purchase Agreement Between Damon Utilities, Inc., and the City of Avon Park

EXHIBIT 6

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

Gerald T. Buhr
Gerald T. Buhr, P.A.
1015 Wyndham Lakes Drive
Odessa, FL 33556
(863) 508-7055



GRANT OF EASEMENT

THIS GRANT OF EASEMENT, made this ___ day of _____, 20___, By, _____, whose address is _____, its successors and assigns, hereinafter referred to as "Grantor," and to the **CITY OF AVON PARK**, a Florida Municipality located at 110 East Main Street, Avon Park, FL 33825, its successors and assigns, hereinafter referred to as "Grantee".

WITNESSETH

That the said Grantor, for and in consideration of ten and 00/100 dollars (\$10.00), and other good and valuable consideration to it in hand paid and received by the Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by this instrument does hereby grant, bargain, sell and convey to Grantee, a utility easement ("Easement"), in perpetuity, for all reasonable potable water, reclaimed water, drainage, and wastewater utility uses including, but not limited to, the right of ingress and egress thereto, the construction, installation, operation, maintenance, repair, extension, enlargement, reconnection, alteration and replacement of water, wastewater, drainage and reclaimed water facilities and appurtenances, including, without limitation, the right to reconstruct, improve, extend, add to, change the size of, or remove water, wastewater, drainage and reclaimed utility facilities and appurtenances, including without limitation, mains, lines, services, meter boxes (including valves), fittings, hydrants and appurtenances, and all sewer force mains, gravity lines, manholes, laterals (including valves), service lines, lift stations, and related facilities, as well as the right to extend water, wastewater, drainage or reclaimed water mains, lines and related facilities to serve any person, or other entity over, in, through and under the following described real property ("Easement Area"):

See Legal Description Attached as Exhibit "A"

In areas where Grantee does not use the surface of the Easement Area, the Grantor retains, reserves, and shall maintain and continue to enjoy the use of the Easement Area. Such Grantor uses shall include any and all purposes not prohibited herein, or uses which do not interfere with Grantee's present or reasonable future use of the subject Easement. Such rights shall include Grantor's right to grant easements for the furnishing of utility services other than potable or reclaimed water service or wastewater service, or to grant rights of way to government. Provided, however, that every such grant of easements or rights of way to others shall be on the express condition that the grantee therein shall not impair or interfere with the use, occupation and enjoyment of the Easement Area by Grantee herein, nor require the Grantee herein to move, replace, adjust, alter or modify any of its facilities, and that the grantee therein shall be liable to the Grantee herein for any injury or damage by the grantee therein to any facilities of Grantee herein by that grantee's activities in the Easement Area. Should Grantor, or its successors or assigns change the grade above Grantee's installed facilities, or perform any construction on the surface of the

VENDOR#51

Prepared by:
Return to:

Cheryl Tietjen, City Clerk
City of Avon Park
110 E. Main St.
Avon Park, FL 33825

Asset Purchase Agreement Between Damon Utilities, Inc., and the City of Avon Park

Easement Area which is permitted hereunder, which change in grade and or construction interferes with or requires the lowering, relocation and/or protection of Grantee's installed facilities (such protection to include but not be limited to the construction of a vault to protect the pipes), such lowering, relocation and/or protection shall be performed at the sole cost and expense of Grantor, its successors or assigns. Also provided that Grantor shall maintain the surface of the Easement Area such that it does not cause or create any public nuisances or dangerous conditions, nor violate any laws or covenants.

No structure or improvement shall be constructed in the Easement Area by Grantor other than standard sidewalks, driveways or streets, including without limitation, a prohibition of boundary walls, fences, buildings, or any other form of structure not specifically allowed herein. Also prohibited as Grantor use are cement or asphalt parking areas (other than standard-sized driveways or streets), sidewalks wider than five (5) feet, any form of cement slab other than the standard sized streets, driveways or sidewalks allowed herein. Also prohibited are trees and bushes, or any vegetation other than grass.

Provided further that, if at any time in the future any portion of any cement or asphalt driveways, streets or sidewalks allowed herein, or areas sodded with cultivated grasses, shall be destroyed or damaged by Grantee as a result of Grantee's activities within the foregoing described Easement Area, Grantee's sole obligation under this Easement is to restore the surface of the Easement Area according to standard industry practices for such repairs, except that such obligation shall be limited to the replacement of dirt to previous grade, cultivated sod replacement, and repair or replacement of the standard sidewalks, streets or driveways that are allowed herein. Grantee shall have no obligation to repair or replace sidewalks, streets or driveways constructed of, or containing materials other than asphalt or cement. Grantee shall also have no obligation to replace or repair any form of ornamentation in allowed sidewalks, streets or driveways. Except for grassed areas containing common cultivated sod, Grantee's sole obligation for replacement of grass shall be to spread common grass seed.

Grantor warrants that it owns the aforesaid described real property free and clear of any liens, encumbrances, or covenants which would impair the Grantee's ownership, use or enjoyment of the Easement granted herein; that Grantor has the authority to grant this Easement, and hereby binds itself, its successors and assigns, to warrant and forever defend the above described Easement and the rights herein conferred against any person or legal entity whomsoever.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed in its name by its duly authorized and proper officers, under authority duly vested in them by said corporation, and its corporate seal to be affixed, attested by its secretary, the day and year above written.

DATED this _____ day of _____, 20____.

(Corporation name here in caps)

Witnesses Signature

By: _____

Witnesses Printed Name

Its: _____

Witnesses Signature

Witnesses Printed Name

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this _____ day of _____, 200 __, before me, an officer duly qualified

VENDOR#51

**Cheryl Tietjen, City Clerk
City of Avon Park
110 E. Main St.
Avon Park, FL 33825**

Asset Purchase Agreement Between Damon Utilities, Inc., and the City of Avon Park

to take acknowledgments, personally appeared _____, as _____ of _____ a Florida corporation to me know or who produced _____ as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESSETH my hand and official seal in the state and county named above.

Notary Public, State of Florida

(Seal)

Signature: _____

Printed name: _____

Commission No. _____

My Commission Expires: _____

Prepared by:
Return to:

VENDOR#51
Cheryl Tietjen, City Clerk
City of Avon Park
110 E. Main St.
Avon Park, FL 33825

Asset Purchase Agreement Between Damon Utilities, Inc., and the City of Avon Park

EXHIBIT "A"
EASEMENT AREA

Prepared by: **VENDOR#51**
Return to: Cheryl Tietjen, City Clerk
City of Avon Park
110 E. Main St.
Avon Park, FL 33825

Asset Purchase Agreement Between Damon Utilities, Inc., and the City of Avon Park

EXHIBIT 7

**DRAWINGS OF EASEMENTS NECESSARY FOR THE PURCHASED
ASSETS TO BE EXECUTED BY THE SELLER**

**It is understood that the City will identify any additional needed easements
which will be required during the due diligence period.**

Prepared by:
Return to:

VENDOR#51
Cheryl Tietjen, City Clerk
City of Avon Park
110 E. Main St.
Avon Park, FL 33825

Asset Purchase Agreement Between Damon Utilities, Inc., and the City of Avon Park

EXHIBIT 8

WWTP PROPERTY DEED

Legal Description

CASA DEL LAGO CONDO
PER OR 940 PG 366
SEWER PLANT/MAINT AREA

Prepared by:
Return to:

VENDOR#51
Cheryl Tietjen, City Clerk
City of Avon Park
110 E. Main St.
Avon Park, FL 33825

Avy Smith

From: Julian Deleon <JDeleon@AvonPark.cc>
Sent: Tuesday, February 12, 2013 3:38 PM
To: Avy Smith
Subject: FW: Damon Utilities

From: Julian Deleon
Sent: Tuesday, February 12, 2013 3:14 PM
To: 'amaurey@psc.state.fl.us'
Subject: Damon Utilities

Hello,

Below are all of the applicable documents concerning easements, and deeds for property transfer regarding the acquisition of Damon Utilities.

<http://records.hcclerk.org/OnCoreWeb/showdetails.aspx?id=1907430&rn=4&pi=0&ref=search>

<http://records.hcclerk.org/OnCoreWeb/showdetails.aspx?id=1992077&rn=32&pi=2&ref=search>

<http://records.hcclerk.org/OnCoreWeb/showdetails.aspx?id=1992075&rn=33&pi=2&ref=search>

<http://records.hcclerk.org/OnCoreWeb/showdetails.aspx?id=1992068&rn=34&pi=2&ref=search>

<http://records.hcclerk.org/OnCoreWeb/showdetails.aspx?id=1992067&rn=35&pi=2&ref=search>

Julian Deleon, PE
City Manager
City of Avon Park
www.avonpark.cc
863-443-4884

ExchangeDefender Message Security: [Check Authenticity](#)

JB
18.50
10



**THIS INSTRUMENT
PREPARED BY:**
Lisa C. Davis
Damon Utilities, Inc.
47 W. Lake Damon Drive
Avon Park, FL 33825

UTILITY EASEMENT

THIS EASEMENT granted and executed this 17 day of January, 2012, by **CASA DEL LAGO CONDOMINIUM ASSOCIATION, INC.**, a Florida condominium, whose address is 2740 Palo Verde Dr., Avon Park, FL 33825. Grantor, to **DAMON UTILITIES, INC.**, a Florida corporation, whose address is 47 W. Lake Damon Drive, Avon Park, FL 33825, Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives and assigns of individuals, and all the successors and assigns of corporations or governmental entities, wherever the context so admits or requires.)

WITNESSETH that the Grantor, for and in consideration of the sum of \$1.00 and other good and valuable consideration in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant unto the Grantee forever, a perpetual, non-exclusive ingress and egress and underground utility easement (the "Easement") for the purpose of the installation, construction, repair, replacement, inspection, operation and maintenance of underground water and sewer lines and related underground installations of appurtenant equipment existing or to be installed, from time to time, across, over, under and through the land described in OR Book 940, Pg 380 in the Records of this county, situate, lying and being in Highlands County, Florida, together with the right to install, construct, repair, replace, rebuild, improve, add to, enlarge, remove, inspect, operate, and maintain such water and sewer lines and other facilities with the right of ingress or egress, at all times, over, across and through the lands identified above and the reasonable right to enter upon the land of the Grantor adjacent to that easement area for the purpose of exercising the rights herein granted. The Grantee shall restore the property described above to the pre-existing conditions, or better, after any activity. The Easement is non-exclusive, and the Grantor, and the Grantor reserves to the Grantor and the Grantor's successors and assigns, the right to utilize the Easement for any purpose which does not unreasonably interfere with the use of the Easement by Grantee for the purposes set forth herein. Grantor further reserves to Grantor and Grantor's successors and assigns the right to grant compatible uses to third parties during the term of this Easement. Each party shall use the rights granted and reserved by this Easement with due regard to the rights of the other party to use and enjoy Easement.

This Easement shall be binding upon and inure to the benefit of the parties specified herein, their respective legal representatives, successors in title and lessees, and the benefits and burdens hereof shall run with the land.

This Easement may be modified or amended only upon the mutual written consent of Grantee and Grantor, or their respective successors in title.

The Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple, and that Grantor has good and lawful authority to grant and convey this Easement.

IN WITNESS WHEREOF, THE Grantor has signed this Utility Easement the day and year first above written.

Witnesses:

CASA DEL LAGO
CONDOMINIUM ASSOC., INC.

Valerie Williams
Print Name: Valerie Williams

By: Patricia J. Borst
Print Name: PATRICIA F. BORST
As it's PRESIDENT

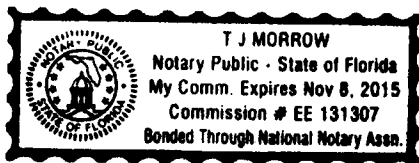
(Corp Seal)

[Signature]
Print Name: Milagro Perez

STATE OF FLORIDA
COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me this 17th day of January, 2012, by Patricia Borst as the President of the Casa del Lago Condominium Association, Inc., a Florida condominium and who is personally known to me or who has produced _____ as identification.

TJ Morrow
Print Name: TJ Morrow
Notary Public, State of Florida
My Commission Expires: 11/08/15



MB
35.50

This instrument prepared by:
Kim Bennett
JOHN K. MCCLURE, P.A.
211 S. Ridgewood Drive
Sebring, Florida 33870
(863) 433-8466



GRANT OF EASEMENT

THIS GRANT OF EASEMENT, made this 29th day of October 2012, between RIVER GREENS SOUTH GOLF COURSE, INC., a Florida corporation, their successors and assigns, hereinafter referred to as "Grantor" and the CITY OF AVON PARK, a Florida municipal corporation, its successors and assigns, hereinafter referred to as "Grantee".

WITNESSETH

That the said Grantor, for and in consideration of ten and 00/100 dollars (10.00), and other good and valuable consideration to it in hand paid and received by the Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by this instrument does hereby grant, bargain, sell and convey to Grantee, a utility easement ("Easement"), in perpetuity, for all reasonable potable water, reclaimed water, drainage, and wastewater utility uses including, but not limited to, the right of ingress and egress thereto, the construction, installation, operation, maintenance, repair, extension, enlargement, reconnections, alteration and replacement of water, wastewater, drainage and reclaimed water facilities and appurtenances, including, without limitation, the right to reconstruct, improve, extend, add to, change the size of, or remove water, wastewater, drainage and reclaimed utility facilities and appurtenances, including without limitation, mains, lines, services, meter boxes (including valves), fittings, hydrants and appurtenances, and all sewer force mains, gravity lines, manholes, laterals (including valves), service lines, lift stations, and related facilities, as well as the right to extend water, wastewater, drainage or reclaimed water mains, lines and related facilities to serve any person, or other entity over, in, through and under the following described real property ("Easement Area"):

SEE EXHIBIT "A" ATTACHED HERETO

In areas where Grantee does not use the surface of the Easement Area, the Grantor retains, reserves, and shall maintain and continue to enjoy the use of the Easement Area. Such Grantor uses shall include any and all purposes not prohibited herein, or uses which do not interfere with Grantee's present or reasonable future use of the subject Easement. Such rights shall include Grantor's right to grant easements for the furnishing of utility services other than potable or reclaimed water service or wastewater service, or to grant rights of way to government. Provided, however, that every such grant of easements or rights of way to others shall be on the express condition that the grantee therein shall not impair or interfere with the use, occupation and enjoyment of the Easement Area by Grantee herein, nor require the Grantee herein to move, replace adjust, alter or modify any of its facilities, and that the grantee therein shall be liable to the Grantee herein for any injury or damage by the grantee therein to any facilities of Grantee herein by that grantee's activities in the Easement Area. Should Grantor, or its successors or assigns change the grade above Grantee's installed facilities, or perform any construction on the surface of the Easement Area which is permitted hereunder, which change in grade and or

construction interferes with or requires the lowering, relocation and/or protection of Grantee's installed facilities (such protection to include but not be limited to the construction of a vault to protect the pipes), such lowering, relocation and/or protection shall be performed at the sole cost and expense of the Grantor, its successors or assigns. Also provided that the Grantor shall maintain the surface of the Easement Area such that it does not cause or create any public nuisances or dangerous conditions, nor violate any laws or covenants.

No structure or improvement shall be constructed in the Easement Area by Grantor other than standard sidewalks, driveways or streets, including without limitations, a prohibition of boundary walls, fences, buildings, or any other form of structure not specifically allowed herein. Also prohibited as Grantor use are cement or asphalt parking areas (other than standard-sized driveways or streets), sidewalks wider than five (5) feet, any form of cement slab other than the standard sized streets, driveways, or sidewalks allowed herein. Also prohibited are trees and bushes, or any vegetation other than grass.

Provided further that, if at any time in the future any portion of any cement or asphalt driveways, streets or sidewalks allowed herein, or areas sodded with cultivated grasses, shall be destroyed or damaged by Grantee as a result of Grantee's activities with the foregoing described Easement Area, Grantee's sole obligation under this Easement is to restore the surface of the Easement Area according to standard industry practices for such repairs, except that such obligation shall be limited to the replacement of dirt to previous grade, cultivated sod replacement, and repair or replacement of the standard sidewalks, streets or driveways that are allowed herein. Grantee shall have no obligation to repair or replace sidewalks, streets or driveways constructed of, or containing materials other than asphalt or cement. Grantee shall also have no obligation to replace any form of ornamentation in allowed sidewalks, streets or driveways. Except for grassed areas containing common cultivated sod, Grantee's sole obligation for replacement of grass shall be to spread common grass seed.


Grantor warrants that it owns the aforesaid described real property free and clear of any liens, encumbrances, or covenants which would impair the Grantee's ownership, use or enjoyment of the Easement granted herein; that Grantor has the authority to grant this Easement, and hereby binds itself, its successors and assigns, to warranty and forever defend the above described Easement and the rights herein conferred against any person or legal entity whomsoever.


IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed in its name by its duly authorized and proper officers, under authority duly vested in them by said corporation, and its corporate seal to be affixed, attested by its secretary, the day and year above written.

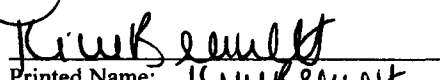
DATED this 29th day of October 2012.

Signed, sealed and delivered in the presence of:

RIVER GREENS SOUTH GOLF COURSE, INC., a Florida corporation


Printed Name: JOHN K. McCLURE
1st Witness

 (Seal)
RODNEY A. DAVIS, President

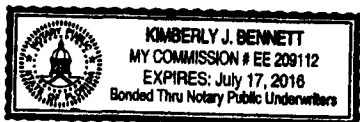

Printed Name: KIM BENNETT
2nd Witness

 (Seal)
LISA C. DAVIS, Secretary

STATE OF Florida
COUNTY OF Highlands

The foregoing instrument was acknowledged before me on this 29th day of October 2012, by RODNEY A. DAVIS, as President and LISA C. DAVIS, as Secretary of RIVER GREENS SOUTH GOLF COURSE, INC., a Florida corporation, who are personally known to me - OR - who have produced _____ as identification, and who did not take an oath.

[Notary Stamp]



Kimberly J. Bennett
NOTARY PUBLIC
Print Name: _____
My commission expires: _____

EXHIBIT "A"

An easement 25 feet in width lying in Lot 2, Block J, AVON LAKES according to the plat thereof as recorded in Plat Book 4, Page 94 of the Public Records of Highlands County, Florida, and a portion of A.C.L. Railroad right-of-way (now vacated) and being more particularly described as follows:

Commence at the most Northerly corner of Lot 20, Block I of said Avon Lakes for a Point of Beginning; thence N05°26'10"W, along the Easterly right-of-way line of Lake Trout Drive, for 31.05 feet; thence N48°11'10"E for 184.59 feet; thence N89°44'10"E for 53.32 feet to a point 15.0 feet West of the Easterly right-of-way line of said A.C.L. Railroad (now vacated); thence S02°29'48"W, along a line 15.0 feet West of and parallel to the Easterly line of 25.03 feet; thence S89°44'10"W for 42.63 feet; thence S48°11'10"W for 193.53 feet returning to the Point of Beginning. Easement containing 5926± square feet.

A parcel of land located in Lots 3 and 4, Block B, AVON LAKES ADDITION as recorded in Plat Book 13, Page 9 of the Public Records of Highlands County, Florida, being more particularly described as follows:

Commence at the most Southerly corner of Lot 1, VILLAGE GREEN SUBDIVISION as recorded in Plat Book 15, Page 55 of the Public Records of Highlands County, Florida for a Point of Beginning; thence N44°16'51"W, along the Westerly boundary of said Lot 1, for 68.86 feet; thence N06°38'46"E, still following said Westerly boundary, for 101.92 feet; thence N89°53'51"W for 28.09 feet; thence S02°59'13"W for 167.16 feet to the Northerly right-of-way line of Village Green Drive; thence S89°53'51"E, along said right-of-way line, for 11.01 feet to the Point of Curvature of a curve to the left; thence along said curve having for it's elements a radius of 125.00 feet, central angle of 29°45'38", chord bearing of N75°13'20"E, chord distance of 64.20 feet along the arc for 64.93 feet returning to the Point of Beginning. Parcel containing 5,689 acres or 0.13 acres.

MB
35.50

This instrument prepared by:
Kim Bennett
JOHN K. MCCLURE, P.A.
211 S. Ridgewood Drive
Sebring, Florida 33870
(863) 453-8466



GRANT OF EASEMENT

THIS GRANT OF EASEMENT, made this 29th day of October 2012, between RIVER GREENS SOUTH GOLF COURSE, INC., a Florida corporation, their successors and assigns, hereinafter referred to as "Grantor" and the CITY OF AVON PARK, a Florida municipal corporation, its successors and assigns, hereinafter referred to as "Grantee".

WITNESSETH

That the said Grantor, for and in consideration of ten and 00/100 dollars (10.00), and other good and valuable consideration to it in hand paid and received by the Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by this instrument does hereby grant, bargain, sell and convey to Grantee, a utility easement ("Easement"), in perpetuity, for all reasonable potable water, reclaimed water, drainage, and wastewater utility uses including, but not limited to, the right of ingress and egress thereto, the construction, installation, operation, maintenance, repair, extension, enlargement, reconnections, alteration and replacement of water, wastewater, drainage and reclaimed water facilities and appurtenances, including, without limitation, the right to reconstruct, improve, extend, add to, change the size of, or remove water, wastewater, drainage and reclaimed utility facilities and appurtenances, including without limitation, mains, lines, services, meter boxes (including valves), fittings, hydrants and appurtenances, and all sewer force mains, gravity lines, manholes, laterals (including valves), service lines, lift stations, and related facilities, as well as the right to extend water, wastewater, drainage or reclaimed water mains, lines and related facilities to serve any person, or other entity over, in, through and under the following described real property ("Easement Area"):

SEE EXHIBIT "A" ATTACHED HERETO

In areas where Grantee does not use the surface of the Easement Area, the Grantor retains, reserves, and shall maintain and continue to enjoy the use of the Easement Area. Such Grantor uses shall include any and all purposes not prohibited herein, or uses which do not interfere with Grantee's present or reasonable future use of the subject Easement. Such rights shall include Grantor's right to grant easements for the furnishing of utility services other than potable or reclaimed water service or wastewater service, or to grant rights of way to government. Provided, however, that every such grant of easements or rights of way to others shall be on the express condition that the grantee therein shall not impair or interfere with the use, occupation and enjoyment of the Easement Area by Grantee herein, nor require the Grantee herein to move, replace adjust, alter or modify any of its facilities, and that the grantee therein shall be liable to the Grantee herein for any injury or damage by the grantee therein to any facilities of Grantee herein by that grantee's activities in the Easement Area. Should Grantor, or its successors or assigns change the grade above Grantee's installed facilities, or perform any construction on

the surface of the Easement Area which is permitted hereunder, which change in grade and or construction interferes with or requires the lowering, relocation and/or protection of Grantee's installed facilities (such protection to include but not be limited to the construction of a vault to protect the pipes), such lowering, relocation and/or protection shall be performed at the sole cost and expense of the Grantor, its successors or assigns. Also provided that the Grantor shall maintain the surface of the Easement Area such that it does not cause or create any public nuisances or dangerous conditions, nor violate any laws or covenants.

No structure or improvement shall be constructed in the Easement Area by Grantor other than standard sidewalks, driveways or streets, including without limitations, a prohibition of boundary walls, fences, buildings, or any other form of structure not specifically allowed herein. Also prohibited as Grantor use are cement or asphalt parking areas (other than standard-sized driveways or streets), sidewalks wider than five (5) feet, any form of cement slab other than the standard sized streets, driveways, or sidewalks allowed herein. Also prohibited are trees and bushes, or any vegetation other than grass.

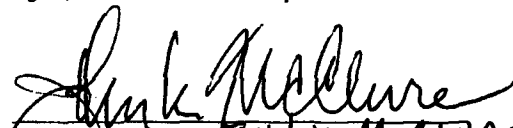
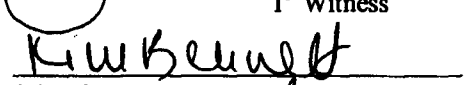
Provided further that, if at any time in the future any portion of any cement or asphalt driveways, streets or sidewalks allowed herein, or areas sodded with cultivated grasses, shall be destroyed or damaged by Grantee as a result of Grantee's activities with the foregoing described Easement Area, Grantee's sole obligation under this Easement is to restore the surface of the Easement Area according to standard industry practices for such repairs, except that such obligation shall be limited to the replacement of dirt to previous grade, cultivated sod replacement, and repair or replacement of the standard sidewalks, streets or driveways that are allowed herein. Grantee shall have no obligation to repair or replace sidewalks, streets or driveways constructed of, or containing materials other than asphalt or cement. Grantee shall also have no obligation to replace any form of ornamentation in allowed sidewalks, streets or driveways. Except for grassed areas containing common cultivated sod, Grantee's sole obligation for replacement of grass shall be to spread common grass seed.

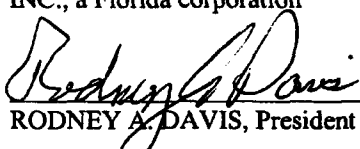

Grantor warrants that it owns the aforesaid described real property free and clear of any liens, encumbrances, or covenants which would impair the Grantee's ownership, use or enjoyment of the Easement granted herein; that Grantor has the authority to grant this Easement, and hereby binds itself, its successors and assigns, to warranty and forever defend the above described Easement and the rights herein conferred against any person or legal entity whomsoever.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed in its name by its duly authorized and proper officers, under authority duly vested in them by said corporation, and its corporate seal to be affixed, attested by its secretary, the day and year above written.

DATED this 29th day of October 2012.

Signed, sealed and delivered in the presence of:

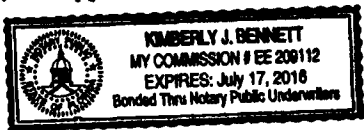

Printed Name: JOHN K. McCLURE
1st Witness

Printed Name: Kim Bennett
2nd Witness

RIVER GREENS SOUTH GOLF COURSE,
INC., a Florida corporation
 (Seal)
RODNEY A. DAVIS, President
 (Seal)
LISA C. DAVIS, Secretary

STATE OF Florida
COUNTY OF Highlands

The foregoing instrument was acknowledged before me on this 29th day of October 2012, by RODNEY A. DAVIS, as President and LISA C. DAVIS, as Secretary of RIVER GREENS SOUTH GOLF COURSE, INC., a Florida corporation, who are personally known to me - OR - who have produced _____ as identification, and who did not take an oath.

[Notary Stamp]



Kimberly J Bennett
NOTARY PUBLIC
Print Name: _____
My commission expires: _____

EXHIBIT "A"

An easement 15 feet in width along the perimeter of the following described parcels:

Lots 4, 5, 6, and 7, Block 38, PABOR LAKE COLONY LANDS AND TOWN SITE as recorded in Transcript Book Page 29 of the Public Records of Highlands County, Florida LESS that portion resubdivided as AVON LAKES ADDITION, Block "A" as recorded in Plat Book 13, Page 9 of the Public Records of Highlands County, Florida.

AND

Lots 5, 6, 7 and 8, Block 39, PABOR LAKE COLONY LANDS AND TOWN SITE as recorded in Transcript Book Page 29 of the Public Records of Highlands County, Florida,

TOGETHER WITH

Lots 1, 2, 3, 4 and 5, Block B, AVON LAKES ADDITION as recorded in Plat Book 13, Page 9 of the Public Records of Highlands County, Florida.

LESS

That portion resubdivided as VILLAGE GREEN SUBDIVISION as recorded in Plat Book 15, Page 55 of the Public Records of Highlands County, Florida.

LESS

RIVER GREENS SUBDIVISION recorded in Plat Book 13, Page 31 of the Public Records of Highlands County, Florida.

LESS

Lot 6, Block B, AVON LAKES ADDITION as recorded in Plat Book 13, Page 9 of the Public Records of Highlands County, Florida.

AND

Lot 9, Block C, Lot 26, Block D, Lot 23, Block E and Lot 2, Block J, AVON LAKES as recorded in Plat Book 4, Page 94 of the Public Records of Highlands County, Florida.

This legal generally describes River Green Golf Course.

MB
18.50
175.00

Prepared by and return to:
KIMBERLY J. BENNETT
JOHN K. MCCLURE, P.A.
211 S. Ridgewood Drive
Sebring, FL 33870
863-453-8466
File Number: 12-5901-001
\$25,000.00



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Warranty Deed

This Warranty Deed made this 29th day of October, 2012 between RODNEY A. DAVIS, Individually conveying non-homestead property and as Trustee of the RODNEY A. DAVIS REVOCABLE TRUST AS AMENDED AND RESTATED ON DECEMBER 7, 2000, as to a 1/2 interest, and J.A. HARSTINE, Individually conveying non-homestead property and as Trustee, as to a 1/2 interest, whose post office address is 47 LAKE DAMON DR., Avon Park, FL 33825, grantor, and CITY OF AVON PARK, a Florida municipal corporation whose post office address is 110 E. MAIN ST., Avon Park, FL 33825, 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 Highlands County, Florida to-wit:

PARCEL D:

A portion of Lot 2, Block 41, Pabor Lake Colony, as per plat recorded in Plat Book 2, Page 89, Public Records of DeSoto County (now transcript Book, Page 29, Public Records of Highlands County), Florida, being more particularly described as follows:

Commence at the Southwest corner of Lot 2; thence run North 00°30'48" West and along the West line of Lot 2 a distance of 65 feet for Point of Beginning; thence continue North 0°30'48" West for a distance of 180.00 feet; thence North 89°29'12" East for a distance of 126.46 feet to a point on the arc of a curve concave to the Northeast; thence in a Southeasterly direction along arc of curve to the right (said curve having for it's elements a radius of 135.00 feet and a central angle of 40°29'43") for a distance of 95.42 feet; thence South 0°30'48" East and parallel with the West line of Lot 2 a distance of 98.84 feet; thence North 89°59'59" West and parallel with the South line of Lot 2 for a distance of 170.00 feet to the Point of Beginning.

Parcel Identification Number: C-04-33-28-030-0060-07G0

Subject to taxes for 2011 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Subject to a right of reverter to Grantor, independently, for the parcel described herein, wherein the property shall revert to Grantor if such parcel is not used for waste water treatment plant purposes. In any event, at the expiration of five (5) years from the date of this Deed, the property shall revert back to Grantor, and Grantee shall do so by Warranty Deed.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anyway 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 accruing subsequent to December 31, 2011.

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

Signed, sealed and delivered in our presence:

John K. McClure
Witness Name: JOHN K. McCLURE

Rodney A. Davis
RODNEY A. DAVIS, Individually and as Trustee

Kimberly Bennett
Witness Name: Kimberly Bennett

Signed, sealed and delivered in our presence:

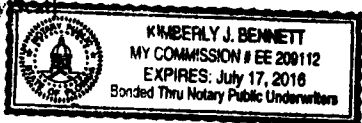
Cindy Bridges
Witness Name: MICHAEL BRIDGES
Michael Bridges
Witness Name: MICHAEL BRIDGES

J.A. Harstine
J.A. HARSTINE, Individually and as Trustee

State of Florida
County of Highlands

The foregoing instrument was acknowledged before me this 29th day of October, 2012 by RODNEY A. DAVIS, Individually and as Trustee of the RODNEY A. DAVIS REVOCABLE TRUST, as amended and restated December 7, 2000, who [] is personally known or [] has produced a driver's license as identification.

[Notary Seal]



Kimberly Bennett
Notary Public
Printed Name: _____
My Commission Expires: _____

State of Ohio
County of Coshocton

The foregoing instrument was acknowledged before me this 26th day of October, 2012 by J.A. HARSTINE, Individually and as Trustee, who [] is personally known or [] has produced a driver's license as identification.

[Notary Seal]



ROBERT NELSON
Notary Public, State of Ohio
My Commission Expires
February 13, 2016

Robert Nelson
Notary Public
Printed Name: _____
My Commission Expires: _____

MB
27.00
70.00

Prepared by and return to:
KIMBERLY J. BENNETT
JOHN K. MCCLURE, P.A.
211 S. Ridgewood Drive
Sebring, FL 33870
863-453-8466
File Number: 12-5901-001
\$10,000.00



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Warranty Deed

This Warranty Deed made this 29th day of October, 2012 between RIVER GREENS SOUTH GOLF COURSE, INC., a Florida corporation, whose post office address is 47 LAKE DAMON DR., Avon Park, FL 33825, grantor, and CITY OF AVON PARK, a Florida municipal corporation whose post office address is 110 E. MAIN ST., Avon Park, FL 33825, 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 Highlands County, Florida to-wit:

PARCEL A:

A parcel of land located in Lots 3 and 4, Block B, AVON LAKES ADDITION as recorded in Plat Book 13, Page 9 of the Public Records of Highlands County, Florida, being more particularly described as follows:

Commence at the most Southerly corner of Lot 1, VILLAGE GREEN SUBDIVISION as recorded in Plat Book 15, Page 55 of the Public Records of Highlands County, Florida for a Point of Beginning; thence N44°16'51"W, along the Westerly boundary of said Lot 1, for 68.86 feet; thence N06°38'46"E, still following said Westerly boundary, for 101.92 feet; thence N89°53'51"W for 28.09 feet; thence S02°59'13"W for 167.16 feet to the Northerly right-of-way line of Village Green Drive; thence S89°53'51"E, along said right-of-way line, for 11.01 feet to the Point of Curvature of a curve to the left; thence along said curve having for it's elements a radius of 125.00 feet, central angle of 29°45'38", chord bearing of N75°13'20"E, chord distance of 64.20 feet along the arc for 64.93 feet returning to the Point of Beginning. Parcel containing 5,689 acres or 0.13 acres.

Parcel Identification Number: C-03-33-28-030-AAAA-0000

and

PARCEL B:

LIFT STATION AT END OF VILLAGE GREEN DRIVE:

A portion of Lots 5 and 6, Block 39, PABOR LAKE COLONY LANDS AND TOWN SITE as recorded in Transcript Book Page 29 of the Public Records of Highlands County, Florida, being more particularly described as follows:

Commence at the Southeasterly corner of Lot 12, VILLAGE GREEN SUBDIVISION as recorded in Plat Book 15, Page 55 of the Public Records of Highlands County, Florida; thence S81°34'22"W, along the South line of said Lot 12, for 30.00 feet to the Southwest corner of said Lot 12, said corner being on a curve concave to the West; thence along said curve, to the right and having for it's elements a radius of 50.00 feet, central angle of 11°32'13", chord bearing of S02°39'31"E, chord length of 10.05 feet, along the arc for 10.07 feet to the Point of Beginning; thence N81°34'22"E for 27.96 feet; thence S08°25'38"E for 25.00 feet; thence S81°34'22"W for 41.25 feet to the intersection with the right-of-way

DoubleTime

line of Village Green Drive, said line being a curve concave to the West; thence along said curve to the left, having for it's elements a radius of 50.00 feet, central angle of 32°53'24", chord bearing of N19°33'17"E, chord length of 28.31 feet, along the arc for 28.70 feet returning to the Point of Beginning. Parcel containing 826 square feet.

Parcel Identification Number: C-04-33-28-010-0290-0000

PARCEL C:

LIFT STATION:

A parcel of land located in Lot 3, Block J, AVON LAKES as recorded in Plat Book 4, Page 94 of the Public Records of Highlands County, Florida, being more particularly described as follows:

Commence at the most Northerly Corner of Lot 24, Block F of said AVON LAKES; thence S42°30'15"E, along the Northeasterly line of said Lot 24, for 102.44 feet to the Northeasterly corner of said Lot 24; thence S78°05'31"E for 9.65 feet to the Point of Beginning; thence N08°20'23"E for 14.00 feet; thence S81°39'37"E for 12.00 feet; thence S08°20'23"W for 14.00 feet; thence N81°39'37"W for 12.00 feet returning to the Point of Beginning. Parcel containing 168 square feet.

TOGETHER WITH:

INGRESS/EGRESS EASEMENT:

A portion of Lot 24, Block F and Lot 3, Block J, AVON LAKES as recorded in Plat Book 4, Page 94 of the Public Records of Highlands County, Florida being more particularly described as follows:

Commence at the most Northerly corner of said Lot 24, Block F, AVON LAKES; thence S47°29'45"W, along the Northwesterly line of said Lot 24, for 7.50 feet; thence S42°30'15"E, 7.50 feet South of and parallel to the Northeasterly line of said Lot 24, for 108.55 feet to the intersection with the Easterly line of said Lot 24; thence S08°20'23"W, along the Easterly line of said Lot 24, for 16.60 feet; thence S81°39'37"E, into said Lot 3, Block J, for 32.88 feet; thence N08°20'23"E for 39.62 feet; thence N81°39'37"W for 11.24 feet; thence S08°20'23"W for 14.00 feet; thence N81°39'37"W for 12.00 feet; thence N08°20'23"E for 14.00 feet; thence N81°39'37"W for 14.16 feet; thence N42°30'15"W, 7.50 feet North of and parallel to the Northeasterly line of said Lot 24, for 91.07 feet to the intersection of a non-tangent curve concave to the West, said curve being the Easterly right-of-way line of Lake Damon Drive; thence along said curve to the right and having for it's elements a radius of 50.00 feet, central angle of 08°37'37", chord bearing of S43°10'57"W, chord length of 7.52 feet along the arc for 7.53 feet returning to the Point of Beginning. Easement containing 2,681 square feet.

Parcel Identification Number: C-03-33-28-010-00C0-0090

Subject to taxes for 2011 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Subject to a right of reverter to Grantor, independently, for the parcel described herein, wherein the property shall revert to Grantor if such parcel is not used for water treatment plant purposes. Grantee shall convey the parcel described herein to Grantor by Warranty Deed.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anyway 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 accruing subsequent to December 31, 2011.

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

Signed, sealed and delivered in our presence:

WITNESSES AS TO BOTH:

John K. McClure
Witness Name: JOHN K. McCLURE
Kimberly Bennett
Witness Name: Kim Bennett

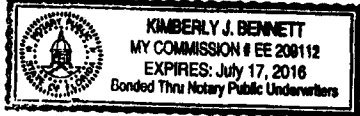
RIVER GREENS SOUTH GOLF COURSE, INC.
a Florida corporation

By: Rodney A. Davis
RODNEY A. DAVIS, President
By: Lisa C. Davis
LISA C. DAVIS, Secretary

State of Florida
County of Highlands

The foregoing instrument was acknowledged before me this 29th day of October, 2012 by RODNEY A. DAVIS, President and LISA C. DAVIS, Secretary of RIVER GREENS SOUTH GOLF COURSE, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced a driver's license as identification.

[Notary Seal]



Kimberly Bennett
Notary Public

Printed Name: _____

My Commission Expires: _____