

L99000003500

Rose, Sundstrom & Bantley
Requestor's Name

Address

Ask For Bronwyn 877-6555
City/State/Zip Phone #

700002910807--6

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*****87.50 *****87.50

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. _____
(Corporation Name) (Document #)

2. _____
(Corporation Name) (Document #)

3. _____
(Corporation Name) (Document #)

4. _____
(Corporation Name) (Document #)

☒ Walk in

☐ Pick up time _____

☐ Certified Copy

☐ Mail out

☐ Will wait

☐ Photocopy

☐ Certificate of Status

NEW FILINGS	
	Profit
	NonProfit
	Limited Liability
	Domestication
	Other

AMENDMENTS	
	Amendment
	Resignation of R.A., Officer/ Director
	Change of Registered Agent
	Dissolution/Withdrawal
	Merger

Name	
Availability	
Document	
Examiner	Annual Report DCC
Updater	Fictitious Name DCC
Verifier	Name Reservation
W. P. Verifier	DCC

REGISTRATION/ QUALIFICATION	
	Foreign
	Limited Partnership
	Reinstatement
	Trademark
	Other

Call when ready

99 JUN 21 PM 3:15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

June 21, 1999

ROSE SUNDSTRUM & BENTLEY

TALLAHASSEE, FL

SUBJECT: BUTTONWOOD BAY WATER & SEWER COMPANY, LLC
Ref. Number: L99000003500

We have received your document for BUTTONWOOD BAY WATER & SEWER COMPANY, LLC and your check(s) totaling \$87.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

The plan of merger must either provide the name(s) and address(es) of the manager(s) of the limited liability company or state the limited liability company is not managed by one or more managers.

Because your Plan of Merger states that this merger is contingent upon final approval of the merger by the Public Service Commission (on page 2, section 6), we recommend that you not file this merger until the Public Service Commission has approved it. Once this document is on file we can not take it off our records.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6913.

Diane Cushing
Corporate Specialist

Letter Number: 299A00033026

ARTICLES OF MERGER
Merger Sheet

MERGING: _____

BUTTONWOOD BAY UTILITIES, INC., A FLORIDA CORPORATION (H01245)

INTO

BUTTONWOOD BAY WATER & SEWER COMPANY, LLC, a Florida entity,
L99000003500.

File date: June 21, 1999

Corporate Specialist: Diane Cushing

ARTICLES OF MERGER OF
BUTTONWOOD BAY UTILITIES, INC. H01245
INTO

BUTTONWOOD BAY WATER & SEWER COMPANY, LLC

L990000003500

Pursuant to 607.1105 and 608.4382, Florida Statutes, the entities described herein, desiring to effect a merger, set forth the following facts:

ARTICLE I

The name of the entity surviving the merger is BUTTONWOOD BAY WATER & SEWER COMPANY, LLC

The name of the surviving entity has not been changed as a result of the merger.

ARTICLE II

The surviving entity is a domestic limited liability company, incorporated in Florida on June 15, 1999.

ARTICLE III

The name of the nonsurviving corporation is Buttonwood Bay Utilities, Inc.

The state of domicile of the nonsurviving entity is Florida, and the corporation is assigned Document No. H01245.

The date of incorporation of the nonsurviving corporation is April 30, 1984.

ARTICLE IV

The Plan of Merger is set forth in Exhibit A, which is attached hereto and made a part hereof.

FILED
99 JUN 21 PM 3:15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE V

The manner of adoption and vote of the surviving entity was as follows:

The merger was approved by the shareholders on June 16, 1999. The number of votes cast for the merger was sufficient for approval.

ARTICLE VI

The manner of adoption and vote of the nonsurviving corporation was as follows:


The merger was approved by the shareholders on June 16, 1999. The number of votes cast for the merger was sufficient for approval.

ARTICLE VII

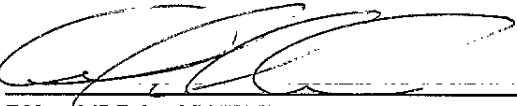
These Articles of Merger will be effective upon filing.

Date:

BUTTONWOOD BAY UTILITIES, INC.


BY: MARC CANEVA
PRESIDENT

BUTTONWOOD BAY WATER & SEWER COMPANY, LLC
By: Sun Life Trailer Resort Limited Partnership,
an Arizona Limited Partnership, its Sole Member
By: Caneva Holdings, Inc., an Arizona General
Partnership, General Partner


BY: MARC CANEVA
PRESIDENT

FILED
99 JUN 21 PM 3:15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**PLAN OF MERGER
OF
BUTTONWOOD BAY UTILITIES, INC.
and
BUTTONWOOD BAY WATER & SEWER COMPANY, L.L.C.**

FILED
JUN 21 PM 3:15
99
SECRET
TALLAHASSEE, FLORIDA

1. This Plan of Merger, hereinafter referred to as the "Plan", is for the purpose of effecting the merger of **BUTTONWOOD BAY UTILITIES, INC.**, a Florida corporation (the "Corporation") into **BUTTONWOOD BAY WATER & SEWER COMPANY, L.L.C.**, a Florida limited liability company, the ("Surviving Entity"), in accordance with the provisions of Section 608.438, Florida Statutes (1998 Supplement to 1997) by the owners of the Corporation and the owner of the Surviving Entity, Sun Life Trailer Resort Limited Partnership, an Arizona limited partnership (the "Partnership").

2. The Corporation, Surviving Entity and Partnership hereby adopt this Plan of Merger, based upon their respective belief that it is advisable and in the best interest of such entities that the Corporation be merged into the Surviving Entity, which shall be the surviving entity after the merger. The name and address of the Manager is: Marc Caneva, 10001 U.S. 27 South, Sebring, Florida 33870. *de*

3. The proposed terms of the merger are as follows:

a. The Partnership shall by the execution hereof, approves this Plan of Merger setting forth the information required pursuant to Section 608.438, Florida Statutes (1998 Supplement to 1997).

b. The Corporation will transfer or cause to be transferred to Surviving Entity those assets, property, real, personal and mixed, tangible and intangible, business and goodwill of the Corporation and for that purpose shall execute any and all instruments, deeds, assignments, bills of sale and other documents of title necessary therefor with respect to the assets as described on the attached Exhibit A. Specifically, the Surviving Entity does hereby assume and agree to honor and comply with all of the terms and conditions of the lease attached as Exhibit B.

c. Surviving Entity shall assume and in all respects be and remain fully responsible for those debts, obligations and liabilities of the Corporation described on the attached Exhibit A and the Partnership shall execute any and all instruments, acceptances, acknowledgments or agreements necessary therefor.

d. The Corporation and the Partnership shall have complied with that certain Stock Interest Purchase Agreement for the purchase of the Stock of the Corporation from its preceding owner, Buttonwood Bay Investors, a Montana general partnership (the "Former Owner"). The warranties and indemnities concerning that agreement are hereby transferred to the Surviving Entity.

e. The shareholder of the Corporation and the member of the Surviving Entity shall take all action and execute all documents necessary to comply with all of the provisions of Section 608.438, Florida Statutes (1998 Supplement to 1997).

4. The manner and basis of converting the rights or securities of or interest in the Corporation into rights or securities of or interest in the Surviving Entity are as follows: The Partnership as the owner of the Corporation and the Surviving Entity will continue to own all of the interest of the Surviving Entity and therefor is satisfied as to any benefits to be obtained herein.

5. This Merger shall not change or amend the Articles of Organization or the Operating Declaration of the Surviving Entity.

DATED the 17th day of June, 1999.

BUTTONWOOD BAY UTILITIES, INC., a Florida Corporation (the "Corporation")

By: 
Its: President

SUN LIFE TRAILER RESORT LIMITED PARTNERSHIP, an Arizona limited partnership,

By: **Caneva Holdings, Inc.**, an Arizona corporation, its General Partner,

By: 
Marc Caneva, President

BUTTONWOOD BAY WATER & SEWER COMPANY, L.L.C., a Florida limited liability company,

By: **SUN LIFE TRAILER RESORT LIMITED PARTNERSHIP**, an Arizona limited partnership, its sole Member,

By: **Caneva Holdings, Inc.**, an Arizona corporation, its General Partner,

By: 
Marc Caneva
President

Exhibit B

ORDER NO. 12612
DOCKET NO. 840177-WS
SHEET NO. 7LEASE

THIS AGREEMENT, entered into this, the 18 day of July,
A. D., 1984, by and between CAREFREE VILLAGE LIMITED
PARTNERSHIP, hereinafter referred to as the Lessor, and BUTTONWOOD
BAY UTILITIES, INC., hereinafter referred to as the Lessee;

WITNESSETH:

WHEREAS, CAREFREE VILLAGE LIMITED PARTNERSHIP is the
developer of a mobile home subdivision known as BUTTONWOOD BAY, and

WHEREAS, BUTTONWOOD BAY UTILITIES, INC., a Florida
corporation, is installing, or has caused to be installed, water and sewage
facilities throughout the development, and

WHEREAS, Carefree Village Limited Partnership is the owner of the
leasehold property as hereinafter described, and

WHEREAS, it is essential that Buttonwood Bay Utilities, Inc. have a
lease on the necessary rights of way and easements accomodating said
utilities, together with the plant sites for the waste water treatment plant
and the plant site for the water plant, as more particularly described on
Exhibit A, as attached hereto and specifically incorporated by reference.

WHEREUPON:

FOR AND IN CONSIDERATION of the annual rental of Three
Thousand, Four Hundred Fifty-three and 20/100 (\$3,453.20) Dollars
(representing the annual lease price of \$485.00 per leasehold acres,
multiplied by the total of 7.12 acres), CAREFREE VILLAGE LIMITED
PARTNERSHIP, hereinafter referred to as the Lessor, does by these
presents lease, set over and assign to BUTTONWOOD BAY UTILITIES,
INC., hereinafter referred to as the Lessee, the right to use, enter upon,
construct and maintain both sewage and potable water facilities on all of
the rights of way, easements and sewage and water plant sites located at

ORDER NO. 10672
DOCKET NO. 840177-WS
SHEET NO. 8

10001 US 27 South, Sebring, Florida, and more particularly described in Exhibit A, attached hereto and expressly incorporated by reference.

LESSOR does further grant unto the Lessee the right to expand any and all utilities along any of the road rights of way, alleys or easements necessary for the service of the utilities of any of the occupants within the development.

LESSOR DOES FURTHER COVENANT AND AGREE with the Lessee that the term of this Lease shall run for a period of NINETY-NINE (99) years from the date of execution and delivery of this lease.

BUTTONWOOD BAY UTILITIES, INC., a Florida corporation, hereinafter referred to as the Lessee, does by these presents agree to pay to the Lessor the sum of FOUR HUNDRED EIGHTY-FIVE (\$485.00) DOLLARS per year for each acre utilized for easement purposes and/or sewage disposal site or companion facilities for sewage and water, said lease money to be paid on an annual basis by the Lessee to the Lessor.

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

Signed, sealed and delivered
presence of:

Wm. B. Chavall

As to Lessor

CAREFREE VILLAGE LIMITED
PARTNERSHIP

By: [Signature]

Wm. B. Chavall

As to Lessee

BUTTONWOOD BAY UTILITIES, INC.

By: Les. J. Brown (Pres.)

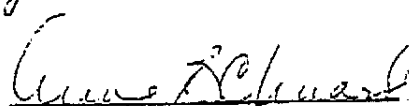
(SEAL)

ORDER NO. 13672
DOCKET NO. 840177-WS
SHEET NO. 9

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to administer oaths and take acknowledgements, personally appeared FRED J. MORRISON, Agent for CAREFREE VILLAGE LIMITED PARTNERSHIP, and LEO J. CAVIN, as President of BUTTONWOOD BAY UTILITIES, INC., to me well known to be the individuals described in and who executed the foregoing Lease, and they acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 8 day of July, 1984.


Notary Public
My Commission Expires:

(SEAL)

Notary Public State Of Florida At Large
My Commission Expires Oct. 18, 1987

ORDER NO. 13672
DOCKET NO. 840177-WS
SHEET NO. 10

EXHIBIT A

PARCEL NO. 1 (WASTEWATER TREATMENT PLANT SITE, I-2 CU)

The East 750 feet of the North 2560 feet of Section 28, Township 35 South, Range 29 East, Highlands County, Florida, less the North 2200 feet thereof. Said parcel No. 1 containing 6.2 Acres, more or less.

PARCEL NO. 2 (WATER PLANT SITE, I-2 CU)

Commence at the Northeast corner of Section 28, Township 35 South, Range 29 East, Highlands County, Florida, and run Southerly along the East boundary of said Section 28, a distance of 1360 feet; thence run Westerly and parallel to the North boundary of said Section 28, a distance of 720 feet to the Point of Beginning; thence continue to run Westerly 200 feet; thence run Southerly 200 feet; thence run Easterly 200 feet; thence run Northerly 200 feet to the Point of Beginning. All parallel to the North and East boundary lines of Section 28, Township 35 South, Range 29 East, Highlands County, Florida. Said Parcel No. 2 containing 0.92 Acres, more or less.

Distribution site together with a right-of-way over and upon all streets, alleyways and utility easements located within the subdivision for the purpose of installing and maintaining water and sewage distribution systems.

PARCEL NO. 3 (MOBILE HOME PARK SITE, M-2)

The North 2060 feet of Section 28, Township 35 South, Range 29 East, Highlands County, Florida, lying East of Jackson Creek right-of-way, less the North 1040 feet thereof and less; commence at the Northeast corner of Section 28, Township 35 South, Range 29 East, Highlands County, Florida, and run Southerly along the East boundary of said Section 28, a distance of 1330 feet; thence run Westerly and parallel to the North Boundary of said Section 28, a distance of 720 feet to the Point of Beginning; thence continue to run Westerly 200 feet; thence run Southerly 200 feet; thence run Easterly 200 feet; thence run Northerly 200 feet to the Point of Beginning. All parallel to the North and East boundary lines of Section 28, Township 35 South, Range 29 East, Highlands County, Florida. Said Parcel No. 3 containing 35.4 Acres, more or less.

PARCEL NO. 4 (RECREATIONAL VEHICLE SITE, CG-1)

The North 3524 feet of Section 28, Township 35 South, Range 29 East, Highlands County, Florida, lying East of Jackson Creek right-of-way, less the North 2060 feet of said Section 28. Said Parcel No. 4 containing 49.0 Acres, more or less.

PARCEL NO. 5 (BUSINESS, B-3)

The South 500 feet of Southwest $\frac{1}{4}$, of Northwest $\frac{1}{4}$, West of Highway No. 27 right-of-way, of Section 27, Township 35 South, Range 29 East, Highlands County, Florida. Said Parcel No. 5 containing 4.0 Acres, more or less.

PARCEL NO. 6 (MOBILE HOME SUBDIVISION, M-1)

The North 1040 feet of Section 28, Township 35 South, Range 29 East, Highlands County, Florida, lying East of Jackson Creek right-of-way, less the right-of-way for Skipper Road. Said Parcel No. 6 containing 40.0 Acres, more or less.