

**RESOLUTION NO. 2000-177**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING UTILITY EASEMENT FROM EZ FLOW, L.P., TO ST. JOHNS COUNTY, FOR ACCESS, INSTALLATION AND MAINTENANCE OF WATER LINES.**

**WHEREAS**, EZ Flow, L.P., has executed and presented to the County the Utility Easement, for access, installation and maintenance of water lines; and

**WHEREAS**, St. Johns County Utility Department has reviewed and approved said easement; and

**WHEREAS**, a copy of the executed Utility Easement is attached hereto as Exhibit "A", along with the executed Bill of Sale as Exhibit "B", incorporated by reference and made a part hereof.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:**

Section 1. The acceptance of the Utility Easement, attached hereto, as Exhibit "A" and the Bill of Sale, attached hereto, as Exhibit "B", is hereby approved.

Section 2. The Clerk is instructed to record the original Utility Easement and Bill of Sale, in the Official Records of St. Johns County, Florida.

**PASSED AND ADOPTED, this 21<sup>st</sup> day of November, 2000.**

**BOARD OF COUNTY COMMISSIONERS  
ST. JOHNS COUNTY, FLORIDA.**

By: Mary F. Kohnke  
Mary F. Kohnke, Chair

**ATTEST: Cheryl Strickland, Clerk**

Patricia DeGrande  
Deputy Clerk

EXHIBIT "A" TO RESOLUTION

UTILITY EASEMENT

THIS EASEMENT executed and given this 31<sup>ST</sup> day of MAY, 2000, by EZflow, L.P., a Tennessee limited partnership, One Industrial Park, Oakland, TN 38060, hereinafter called "Grantor," to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is c/o Clerk of Courts, P.O. Drawer 349, St. Augustine, Florida 32085, hereinafter called "Grantee."

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby agree as follows:

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right of way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground water distribution system and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water utility service (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property described on Exhibit "A" attached hereto (the "Easement Area"); together with

rights of ingress and egress on and over the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for water utility services only and does not convey any right to install other utilities such as cable television service lines.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record, including but not limited to those set forth on Exhibit "B" attached hereto;

(a) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utility services or other purposes which do not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and drainage facilities and foundations, footing and/or anchors for surface improvements.

(b) All Water Lines and Associated Appurtenances will be installed, operated and maintained at all times beneath the surface of the Easement Area provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same. Provided, however, that Associated Equipment that is customarily

installed above ground may be installed above ground subject to the right of Grantor, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion.

(c) The Easement granted by this instrument may be relocated to a location acceptable to the Grantee at any time upon Grantor's request, provided that Grantor bears the cost of relocating the underground utility lines and facilities located within the Easement Area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantor shall execute and instrument in recordable form relocating the easement hereby granted to the new Easement Area designated by and in the title of the Grantor.

(d) Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of residential or commercial improvements constructed upon the adjacent property owned by Grantor.

2. The Grantor shall retain ownership of the gravity sewer lines, sewer force mains and lift station, including the operation and maintenance of the entire system.

3. The Grantee shall maintain all water mains and other elements of the water distribution system up to and including the water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.

4. After any installation, condition, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, but Grantee shall not be responsible for restoration of sod, landscaping, planting, pavement or other surface improvements or structures. Grantor or Grantor's successors and assigns shall be solely responsible for replacement of any such sod, landscaping, planting, pavement or other surface improvements which are required to be removed in connection with installation, construction, repair, replacement or removal of utility lines or equipment. Nothing in this section shall, however, relieve Grantee of liability for damage caused to improvements by Grantee's negligence.

5. This Grant of Easement shall insure to the benefit of and be binding upon Grantee and its successors and assigns.

6. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area of any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seal to be hereunto affixed as of the day and year first above written.

EZflow, L.P., a Tennessee limited partnership

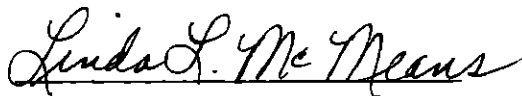
By: Ring Corporation, its sole general partner

By: 

Name: T. Wayne Drake  
Title: Vice-President - Finance

Signed, Sealed and Delivered in the presence of:

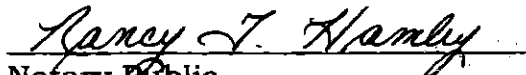




STATE OF TENNESSEE

COUNTY OF FAYETTE

The foregoing instrument was acknowledged before me this 31<sup>ST</sup> day of MAY, 2000, by T. WAYNE DRAKE, as Vice-President of Ring Corporation, the sole general partner of EZflow, L.P., who is personally known to me.

  
Notary Public

My Commission Expires: 3-30-03

EXHIBIT "A"

Part of the North 354 feet of Government Lot 7, Section 30, Township 8 South, Range 30 East, St. Johns County, Florida and being more particularly bounded and described as follows:

Begin at the intersection of the said north line of Government Lot 7, and the easterly right-of-way line of U.S. Highway No. 1; thence S 08°16'16"E along said easterly right-of-way line 176.78 feet to the point of beginning for the herein described easement; thence N 89°19'10"E, 460.00 feet; thence S 00°40'50"E, 34.00 feet; thence S 89°19'10"W, 455.47 feet to the said easterly right-of-way line of U.S. Highway No. 1; thence N 08°16'16"W, 34.30 feet to the point of beginning.

The aforescribed Easement contains 0.36 acres more or less.

*Linea J. Clark  
 303 Harding Rd.*

Work Order No. 7326-07136 JKL

Sec. 30, Twp B, S. Rge 30 E

Parcel I.D. # 183240-0000  
 (Maintained by County Appraiser)

**EASEMENT**

This Instrument Prepared By

Name: Mike Plesco  
 Co. Name: ANCIENT CITY SURVEYING  
 Address: 3433 U.S. 1 SOUTH  
ST. AUGUSTINE, FL 32086

Public Records of  
 St. Johns County, FL  
 Clerk's 99048042  
 O.R. 1446 PG 1561  
 01:40PM 10/08/1999  
 REC \$5.00 SUR \$1.00  
 Doc Stamps \$0.70

**Exhibit**  
**B**

Received for Circuit Court

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and apparatus equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width described as follows:

A 10 FOOT FLORIDA POWER AND LIGHT COMPANY EASEMENT IN GOVERNMENT LOT 7, SECTION 30, TOWNSHIP B SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, LYING EAST OF U.S. HIGHWAY NO. 1 AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF SAID GOVERNMENT LOT 7 WITH THE EASTERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 1; THENCE S 0°15'18" E ALONG THE SAID EASTERLY RIGHT OF WAY LINE 186.46 FEET TO THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED EASEMENT; THENCE CONTINUE S 89°18'42" E ALONG SAID EASTERLY RIGHT OF WAY LINE 10.00 FEET; THENCE N 89°18'14" E 300.44 FEET; THENCE S 89°07'42" W, 150.00 FEET; THENCE N 89°19'14" E, 50.00 FEET; THENCE N 00°47'48" W, 10.00 FEET; THENCE S 89°18'14" W, 54.68 FEET; THENCE N 89°01'42" W, 150.00 FEET; THENCE S 89°18'14" W, 303.77 FEET TO THE POINT OF BEGINNING.

THE AFORESAID EASEMENT CONTAINS 0.13 ACRES MORE OR LESS.

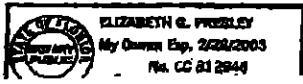
Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable or conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which may interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants to the full extent the undersigned has the power to grant, if at all, the rights heretofore granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on October 8, 1999.

Signed, sealed and delivered in the presence of:  
Jacqueline K. Nelson  
 (Witness Signature)  
 Print Name: JACQUELINE K. NELSON  
 (Witness)  
Pamela Z. Greene  
 (Witness Signature)  
 Print Name: PAMELA Z. GREENE  
 (Witness)

Houck Holding Limited Partnership  
 (Corporate Seal)  
 By: Dorothy S. Houck  
 (President Signature)  
 Print Name: Dorothy S. Houck  
 Print Address: 1700 Lakeside Ave  
St. Augustine, FL 32086  
 Attest: [Signature]  
 (Secretary Signature)  
 Print Name: Randy Houck  
 Print Address: 1700 Lakeside Ave  
St. Augustine, FL 32086  
 (Corporate Seal)

STATE OF Florida AND COUNTY OF St. Johns The foregoing instrument was acknowledged before me this 8th day of October, 1999, by Dorothy S. Houck and Randy Houck respectively the President and Secretary of Houck Holding Limited Partnership, a Florida corporation, on behalf of said corporation, who are personally known to me or have produced FL Driver License identification, and who did (add not) take an oath. My Commission Expires: 2-28-2003 (Type of Identification)



Elizabeth G. Presley  
 Notary Public, Signature  
 Print Name: Elizabeth G. Presley



Exhibit B  
(page 2)

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

THIS IS TO CERTIFY THAT THE  
FOREGOING IS A TRUE AND CORRECT  
COPY OF THE DOCUMENT ON FILE/  
OF RECORD IN MY OFFICE  
WITNESS MY HAND AND OFFICIAL  
SEAL THIS 1 DAY OF March  
A.D. 2000

CHERYL BROWN AND CLERK  
BY: [Signature] BC

EXHIBIT "B" TO RESOLUTION

BILL OF SALE

THAT EZflow, L.P., a Tennessee Corporation conveying its separate non-homestead property, party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) in lawful money and other good and valuable considerations to it paid by ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is c/o Clerk of the Courts, Post Office Drawer 349, St. Augustine, Florida 32085, party of the second part, the receipt of which is hereby acknowledged by it, has granted, bargained, sold, transferred, set over and delivered and by these presents does grant, bargain, sell, transfer, set over and deliver unto the part of the second part, the extension to the Water Utility System (constructed by the party of the first part) and the complete water system located on the real property described in Exhibit "A" attached hereto (being hereinafter collectively referred to as the "Extension").

Party of the first part hereby warrants and represents that it has all the requisite right and authority to make this conveyance, and that the Extension is free from all liens and other encumbrances, and that contractors, subcontractors and materialmen furnishing labor or materials relative to the construction of the Extension have been paid in full, but except for the foregoing warranties or other expressed warranties given in writing, party of the first part makes no representation or warranties whatsoever, expressed or implied, and makes this conveyance "as is."

TO HAVE AND TO HOLD the same unto the party of the second party, its successors and assigns.

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be executed in his name the day and year first above written.

WITNESSES:

EZflow, L.P.  
a Tennessee Limited Partnership

Debbie Craft  
Debbie Craft

By: Ring Corporation  
General Partner

Pamela D. Rose  
Pamela D. Rose

Sign: T. W. Drake  
T. W. Drake  
Vice President, Assistant Secretary

STATE OF TENNESSEE  
COUNTY OF FAYETTE

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of August, 2000, by T. W. DRAKE, Vice President and Assistant Secretary of RING CORPORATION, GP, a Tennessee corporation. He is personally known to me and did not take an oath.

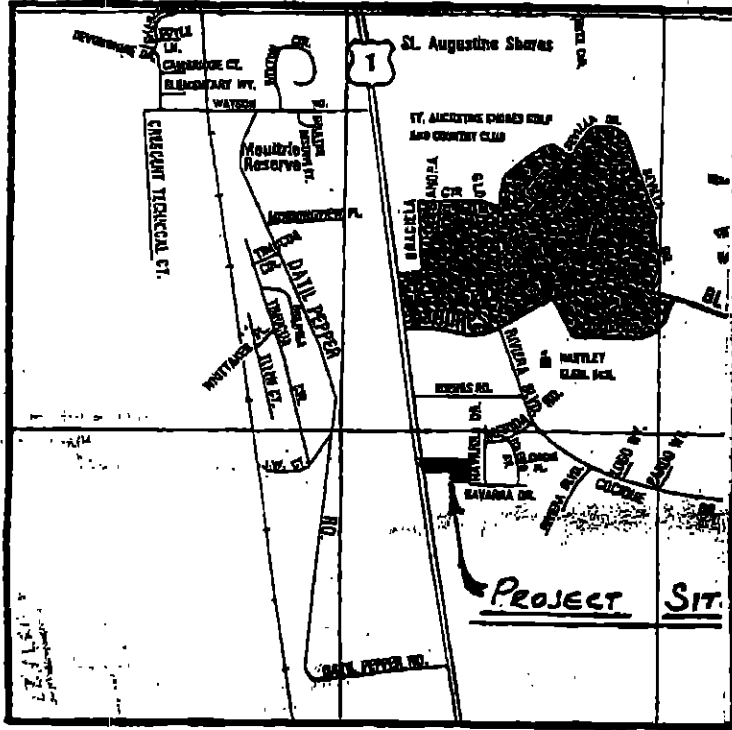
Nancy T. Hamby  
Nancy T. Hamby, Notary Public  
My Commission Expires March 30, 2003

**EXHIBIT A**

**Description of Assets**

**One six (6) inch water line located on the easement east of US Highway 1 together with the water service lines attached up to and including the meters.**

# UGUSTINE, FLOF



## Vicinity Map

NOT TO SCALE

### OWNER

**RANDY HOUCK**

**EEE-ZZZ WAY DRAIN CO., INC.**

**1700 LAKESIDE AVENUE**

**ST. AUGUSTINE, FL 32086**

**(904) 707-7100**

