

Seminole Waterworks, Inc.

January 22, 2016

Katherine Burke
Director of Engineering Services
Public Water Works Department
2280 Miccosukee Rd.
Tallahassee, FL 32308

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01/26/2016 15:24:57
Leon County Public Works

Re: Purchase of Rowe Utilities by Seminole Waterworks, Inc. and Transfer of existing County Franchises

Dear Ms. Burke,

It was a pleasure meeting with you on January 21, 2016 concerning the purchase of Rowe Utilities by Seminole Waterworks, Inc. As discussed, on January 12, 2016, Seminole Waterworks, Inc. entered into an Asset Purchase Agreement (APA) with Rowe Utilities to purchase the water assets of the existing systems within Leon County, Florida. (Exhibit A) The closing is scheduled to take place on January 29, 2016, at which time Seminole Waterworks, Inc. will take over the ownership and operation of the water systems.

The existing utility, Rowe Utilities has approved Franchise Agreements with Leon County for the existing service territory to provide water service to its customers. Seminole Waterworks, Inc. hereby requests that these existing Leon County Franchise Agreements be transferred to the new utility.

In support of its request, Seminole Waterworks, Inc. hereby provides the following information.

APPLICANT INFORMATION

1. The name and address of the Buyer for purposes of this Application, and as it should appear on Seminole Waterworks, Inc.'s County issued Franchise Agreement are:

Gary A. Deremer, President
Seminole Waterworks, Inc.
c/o 4939 Cross Bayou Blvd.
New Port Richey, Florida, 34652
Tel: (727) 848 8292
Fax: (727) 848 7701

2. The name and address of Seminole Waterworks, Inc.'s authorized representatives are:

Representative's Name and Title:

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Gary A. Deremer, President
Seminole Waterworks, Inc.
c/o 4939 Cross Bayou Blvd.
New Port Richey, Florida, 34652

Troy Rendell, Manager of Regulated Utilities
Seminole Waterworks, Inc.
c/o 4939 Cross Bayou Boulevard
New Port Richey, FL 34652
727-848-8292

3. Seminole Waterworks, Inc. is a Florida corporation authorized to do business in Florida as of January 1, 2016. The names and addresses of Seminole Waterworks, Inc.'s corporate officers and directors are listed in **Exhibit "B"** to the Application.

4. The directors have been in the water and wastewater utility management, operations and maintenance related industry for numerous years bringing a level of Florida specific expertise that is not typical to private utility ownership within the State.

Gary Deremer – President: Over 30 years of Florida related water and wastewater industry experience; previous private utility ownership has included:

Holiday Utility System – Holiday, FL
Virginia City Utility System – New Port Richey, FL
Dixie Groves Utility System – Holiday, FL
Colonial Manor Utility System – Holiday, FL
Pasco Utilities, Inc. – Zephyrhills, FL

Cecil Delcher – Vice President: Over 38 years of Florida related Operations, Construction, Capital Project Management; previous private utility ownership included:

Pasco Utilities, Inc. – Zephyrhills, FL
Colonial Manor Utility System – Holiday, FL
D&D Wellfield Property

Mr. Deremer and Mr. Delcher have secured the services of U.S. Water Services Corporation to provide contract operating services and billing and collection services. Both Mr. Deremer and Mr. Delcher have controlled service delivery to more than 850+ facilities within the State of Florida during their careers, including billing/collection and customer service, providing water service to more than 1,000,000 customers daily.

Currently, the shareholders of Seminole Waterworks, Inc. are also shareholders in the following utilities regulated by the Florida Public Service Commission:

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<u>Utility</u>	<u>Certificate No.</u>
Harbor Utility Company	522-W
Lakeside Utility Company	567-W & 494-S
LP Utility Company	620-W & 533-S
HC Utility Company	422-W & 359-S
Brevard Utility Company	002-W
Sunny Hills Utility Company	501-W & 435-S
Lake Osborne Utility Company	053-W
Jumper Creek Utility Company	667-W & 507-S
The Woods Utility Company	507-W & 441-S
Country Walk Utilities, Inc.	579-W
Raintree Waterworks, Inc.	539-W
Brendenwood Waterworks, Inc.	339-W
Lake Idlewild Utility Company	531-W
Black Bear Waterworks, Inc.	654-W(pending approval)

In each of the orders approving the above transfers, the Florida Public Service Commission specifically found that the transfers were in the public interest and also determined that the buyers had demonstrated the technical and financial ability to provide service to the existing service territory.

Thus, based on the above this transfer is in the public interest; the buyer has both the technical and financial ability to provide service.

The buyer will fulfill the commitments, obligations and representations of the seller with regard to utility matters.

5. Buyer will not be changing or increasing the existing water rates of Rowe Utilities in place as of the date of closing. The existing water rates at the date of closing will remain unchanged as a result of the transfer until such time as financial conditions supports any such subsequent change in rates.

6. The utility systems were purchased with shareholders' cash in the amount of \$500,000. See attached **Exhibit A**.

7. The utility has been in existence since the early 1980's and has received previous "grandfather" Franchise Agreements from Leon County. See **Exhibit B**.

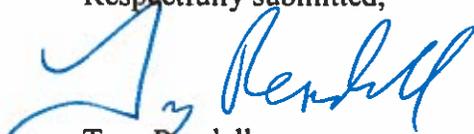
8. After reasonable investigation, it has been determined that the systems acquired from Rowe Utilities appears to be in satisfactory condition and are in compliance with all applicable standards set by the Florida Department of Environmental Protection ("FDEP") and do not have any outstanding Notices of Violation or Consent Orders with the FDEP.

9. Seminole Waterworks, Inc. is agreeable of providing sufficient Public Notice pursuant to Section 18-29(d) and (e) Leon County Ordinance.

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I look forward to working with your department and Leon County in order to transfer these existing Franchise Agreements. If you need any additional information, please do not hesitate to contact me at (727) 848-8292.

Respectfully submitted,



Troy Rendell
Manager of Regulated Utilities
// for Seminole Waterworks, Inc.

THIS ASSET PURCHASE AGREEMENT (the "Agreement"), dated as of this 12 day of January 2016, is entered into by and between **Rowe Utilities LLC.**, a Florida corporation with an address of 7584 W. Tennessee St., Tallahassee, FL 32304 ("Seller"), and **Seminole Waterworks, Inc.**, a Florida corporation with an address of 4939 Cross Bayou Blvd., New Port Richey, FL 35652 ("Buyer"), with reference to the following RECITALS:

RECITALS

A. Seller maintains and operates six (6) water production and distribution systems (collectively the "Systems") that provide water service to the residents of the following subdivisions located within Leon County, Florida (the "Service Area"):

1. Brewster Estates (PWS 1370898);
2. Buck Lake Estates (PWS 1374008);
3. Meadow Hills (PWS 1370461);
4. North Lake Meadows (PWS 1374049);
5. Plantation Estates (PWS 1374054);
6. Sedgfield (PWS 1370598)

B. Buyer is a public utility that furnishes water to the public in assigned portions of the State of Florida.

C. Seller desires to sell, and Buyer desires to purchase, the properties and rights owned by Seller and used in connection with its maintenance and operation of the six Systems, all upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the recitals and the covenants, representations, warranties and agreements herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **SALE AND PURCHASE OF SELLER'S WATER SYSTEM ASSETS**

Subject to the terms and conditions hereinafter set forth, Buyer shall purchase from Seller, and Seller shall sell, assign, transfer, grant, convey and deliver to Buyer at Closing (hereinafter defined), all of the assets, properties and rights of Seller (whether tangible or intangible, real, personal or mixed) which are held, used or useful in connection with the production, treatment, and distribution of water within the Service Areas and the maintenance and operation of the Systems (each an "Asset" and collectively, the "Assets"); provided, however, that anything to the contrary in this Agreement notwithstanding, such sale, assignment, transfer, grant, conveyance and delivery by Seller shall be subject to all existing terms, conditions, restrictions and other limitations or qualifications applicable thereto.

The Assets are being sold in "As Is" condition, and Seller makes no representations, covenants or warranties with respect to the Systems or the Assets or the condition of the Systems or the Assets, except that the Assets are being sold free and clear of all mortgages, liens, pledges, security interest, charges, taxes, claims, restrictions and encumbrances of any nature whatsoever, except for any terms, conditions, restrictions and other limitations or qualifications imposed by applicable law or governing authority (including without limitation the Florida Department of Environmental Protection ("FDEP")). Anything to the contrary in this Agreement notwithstanding, Buyer shall not assume any liability for any governmental claims or liability arising from Seller's operation of the Systems prior to Closing.

This paragraph shall be construed in a manner that does not limit any specific representations or warranties provided by Seller elsewhere within this Agreement.

1.1 Assets Further Defined

The Assets shall, without limitation to the definition stated above, include the specific assets, properties and rights of Seller set forth on the following:

- (a) all the land, buildings, pipes, pipelines, wells, treatment equipment and facilities, pumping stations, storage tanks and facilities, standpipes, fire hydrant, pump stations, structures, irrigation service lines, improvements, fixtures, rights-of-way, rights, uses, licenses and easements owned by Seller, or in which Seller has an interest, and all hereditaments, tenements and appurtenances belonging or appertaining thereto, which will include the items listed on Schedule 1.1 attached hereto;
- (b) all rights of Seller under any written or oral contract, easement, license, agreement, lease, plan, instrument, registration, permit, certificate or other authorization or approval of any nature, or other document, commitment, arrangement, undertaking, practice or authorization, relating to the Assets;
- (c) all information, files, records, data, plans, contracts and recorded knowledge, including customer and supplier lists and property records, related to the utility services provided by Seller in Leon County.

Anything to the contrary in this Agreement notwithstanding, Seller makes no representations or warranties with respect to the assignability or transferability of any of the Assets, it being expressly agreed and understood that Buyer shall be responsible for determining whether any particular Asset is capable of being assigned or transferred and the conditions to be satisfied or met in order to effect the same, and for compliance with and satisfaction of all such conditions prior to Closing, including without limitation obtaining all governmental approvals or authorizations required for the transfer of any Asset and Buyer's ownership, operation and use thereof after Closing. Seller agrees to cooperate, at no cost or expense to Seller, with Buyer's efforts to satisfy such conditions and to obtain such required governmental approvals or authorizations; provided, however, that Seller shall not be obligated or required to allow Buyer to use Seller's name in the operation or use of any of the Assets after Closing.

1.2 Exclusions from Assets

Notwithstanding the foregoing, the Assets shall not include any of the following:

- (a) any and all customer service lines (including water lines) that run from outside the meter box or from the curb stop to each individual residence, commercial or industrial structure served by the Assets;
- (b) all piping and fixtures internal to each individual customer's structure;
- (c) Seller's Cash and Accounts Receivables as of the Closing Date; and
- (d) any and all furniture, office equipment (including computers), software and computer operating systems and office supplies used or useful in connection with the maintenance and operation of the Systems or the production, treatment, and distribution of water

within the Service Areas; provided, however, that Seller shall deliver to Buyer at Closing the computer and JUBS software program currently used by Seller for customer account information and billing purposes.

1.3 Consideration and Due Diligence

The total purchase price ("Purchase Price") for the Assets is **Five Hundred Thousand and No/100 Dollars (\$500,000.00)**, which shall be paid to Seller in cash at Closing. Buyer shall have thirty (30) days from the date Seller executes this Agreement within which to perform a final due diligence inspection of all Assets (the "Due Diligence Period"). The final due diligence hereunder is to allow Buyer to determine if all Assets are in the same working condition as of the date of this Agreement, that all permits in force as of the date of this Agreement are valid and current, and that there are no compliance infractions as of the date of this Agreement. If, after conducting the final due diligence, Buyer determines that the Assets are not in the same working condition, that any permit is no longer valid or current, or that there are compliance infractions, Buyer shall give written notice thereof to Seller prior to the end of the Due Diligence Period. If Buyer gives timely notice of any such items, Seller shall have thirty (30) days from receipt of such written notice from Buyer either to correct the condition or reach an agreement with Buyer for a reduction to the Purchase Price. If Seller refuses to correct the condition or is unable to reach agreement with Buyer concerning a reduction to the Purchase Price, Buyer may elect to terminate this Agreement without penalty by written notice delivered to Seller no later than five (5) days after the expiration of Seller's 30-day cure period or to proceed to Closing without a reduction in the Purchase Price. If Buyer gives Seller timely notice of its election to terminate, this Agreement shall terminate as of the date of Seller's receipt of such timely notice, whereupon the parties shall have no further obligations hereunder except those that by their terms expressly survive termination of this Agreement. If Buyer fails to provide timely notice of such election to terminate, then such right to terminate shall automatically expire and Buyer shall be deemed to have elected to proceed with Closing without a reduction in the Purchase Price.

1.4 Contractual Obligations

Buyer shall not assume any obligations of Seller, under any contract, agreement, commitment, lease, certificate, order, notice, permit or other instrument, whether oral, written, express or implied, that are not related to the use or operation of any Asset, or the provisions of any water service. Buyer shall fulfill all commitments, obligations and representations of Seller with regard to operation of the Systems and delivery of water service to the residents of the Service Area from and after the date of Closing. Seller acknowledges that it is not a party to any developer agreements or guaranteed revenue contracts or in possession of any customer advances as of the date of this Agreement (other than the deposits identified in Schedule 1.5 attached hereto).

1.5 Non-Assumption of Liabilities

All liabilities and obligations of Seller that are not related to the use or operation of any Asset or the Systems shall remain the sole responsibility of Seller, including any and all liabilities or obligations under any employee benefit plan, practice or arrangement or pension, retirement or savings plan. Buyer shall not assume and shall not be liable for any liabilities or obligations of Seller of any nature whatsoever, whether express or implied, fixed or contingent, whatsoever, except as otherwise expressly provided in this Agreement. Seller and Buyer acknowledge there are some customer deposits being held by Seller as of the date of this Agreement, which are identified on Schedule 1.5 attached hereto and will be transferred to Buyer at Closing.

2. CLOSING

Subject to the provisions of Sections 4 and 5, closing of the purchase and sale of the Assets hereunder (the "Closing") shall take place as mutually agreed upon by Seller and Buyer, and which in all events shall take place on or before January 31, 2016. The date of the Closing is referred to herein as the "Closing Date". The effective time of the legal transfer hereunder shall be 12:01 a.m. on the day following the Closing Date.

2.1 Items to be delivered at Closing

At the Closing and subject to the terms and conditions herein contained:

- (a) Seller shall deliver to Buyer the Assets, including, without limitation, the following:
 - (i) instruments and documents of conveyance and transfer, all in form reasonably satisfactory to Seller and Buyer and their respective counsel, as shall be necessary and effective to transfer and assign to, and vest in, Buyer good and marketable title to the Assets and all of Seller's rights to operate the Systems as such are now being operated, including, but not limited to the following documents: a special or limited warranty deed for each parcel to be conveyed, a bill of sale for the personal property included in the Assets and the Assignment Agreement (as defined in Section 2.1(f) below).
 - (ii) a complete and accurate list of the names and addresses of all customers of Seller as of the Closing Date, both in paper form and in electronic form, along with a billing history for each customer;
 - (iii) a complete list of the Final Meter Readings (as defined below) in paper form and in electronic form for all customers of Seller referred to in Section 2.1(c) hereof.
 - (iv) keys to any and all buildings and gates; and simultaneously with such delivery, all such steps shall be taken as may be reasonably required to put Buyer in actual possession and operating control of the Assets.
- (b) Seller shall deliver to Buyer the certificates and other documents and instruments referred to in Section 5 hereof.
- (c) Buyer and Seller agree that final meter readings shall be conducted within three (3) days immediately prior to Closing (the "Final Meter Readings"). These readings shall be utilized by the Seller for the purpose of issuing final bills, and shall constitute the opening readings for Buyer. Buyer shall use these readings to begin the billing cycle for its new customers following Closing, and shall not be responsible for the collection of any amounts due Seller for bills issued by Seller as a result the Final Meter Readings. In the event that Buyer receives payments from customers for the period of time that Seller owned the Assets, Buyer will forward these payments to Seller within a reasonable period of time but no later than thirty (30) days from Buyer's receipt of each such payment. In making such determinations, among other ways to determine whether the payment received is for amounts invoiced by Seller for the Final (or earlier) Meter Readings, Buyer shall consult with Seller on the amount of the amounts due to Seller and will compare these amounts due with the amount received.

- (d) Asset depreciation schedules updated through the Closing Date.
- (e) Buyer shall pay all costs of Closing including, but not limited to, recording the deeds for the land and buildings on which any of the Assets is located, intangible taxes, and any title costs, including title insurance, as may be required or desired by Buyer. Buyer also agrees to pay all Florida Department of Environmental Protection (the "FDEP") Operating Fees for the current year if not already paid in full, as well as all fees, charges and expenses associated with the transfer or assignment of any permits, certificates and other authorizations required or necessary for Buyer's purchase of any of the Assets and operation of any of the Systems.
- (f) Buyer and Seller shall execute a written assignment and assumption agreement in form reasonably acceptable to Buyer and Seller whereby Buyer accepts and assumes all of Seller's obligations (including without limitation all written agreements with any governmental entity, agency or jurisdiction) for the provision of water services to the any of the subdivisions or other areas included as part of the Service Area covered or served by any of the Systems (the "Assignment Agreement").

2.2 Transfer of Utilities

Seller and Buyer will cooperate to transfer any and all utility services, including telephone, electric, chlorine, and gas service providing such service to any of the Assets as of the Closing Date. Buyer shall pay all fees, charges, deposits and expenses associated with the transfer or assignment of any such utility service hereunder.

2.3 Further Assurances

Seller, from time to time after the Closing, at Buyer's request, and without compensation but at no cost or expense to Seller, will execute, acknowledge and deliver to Buyer such other instruments of sale, conveyance, assignment and transfer and will take such other actions and execute and deliver such other documents, certifications and further assurances as Buyer may reasonably require in order to vest in Buyer, and/or to place Buyer fully in possession of, all of the Assets.

3. CONDUCT OF PARTIES PENDING CLOSING

3.1 Seller agrees that, with respect to the Assets, pending the Closing and except as otherwise agreed to in writing by Buyer:

- (a) The business of Seller shall be conducted solely in the ordinary course consistent with past practice, including without limitation Seller's maintenance and use of the tangible Assets.
- (b) Seller will use commercially reasonable efforts to maintain its relations and goodwill with its suppliers, customers and any others having business relations with it.
- (c) Seller shall comply in all material respects with all laws, ordinances, rules, regulations and orders applicable to the Assets and to the operation and use of the Assets in the ordinary course of business.

- (d) Seller will promptly advise Buyer in writing of all events between the date hereof and Closing which could render any representation or warranty under the Agreement, if restated and republished as of Closing, untrue or incorrect in any material respect.
- (e) Seller will advise Buyer in writing promptly after Seller receives actual written notice of the threat or commencement of any dispute, claim, action, suit, proceeding, arbitration or investigation against or involving the Assets or the sale and transfer thereof to Buyer.
- (f) Seller will give to Buyer free and full access to and the right to inspect, during normal business hours, all of the premises, properties, assets, records, contracts and other documents relating to its business and operations, and shall permit them to consult with the officers, employees, accountants, counsel and agents of Seller.

4. CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS

All obligations of Seller under this Agreement are subject to the fulfillment or satisfaction, or waiver by Seller, prior to or at the Closing, of each of the following conditions precedent:

4.1 Closing Certificate; Performance by Buyer

Buyer shall have performed and complied in all material respects with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing; and Seller shall have been furnished with a certificate or certificates of Buyer dated the Closing Date, signed by an officer of Buyer, certifying, in such detail as Seller may reasonably request, to the fulfillment of the foregoing conditions and that all representations and warranties made by Buyer in this Agreement are true and correct in all material respects as of Closing, except such as have been rendered incorrect because of events which occurred after the date hereof, as disclosed in writing by Buyer to Seller within a reasonable time after the event occurred.

4.2 Litigation Affecting Closing

On the Closing Date, no proceeding shall be pending or threatened before any court or governmental agency in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with this Agreement or in the consummation of the transactions contemplated hereby, and no investigation that might eventuate in any such suit, action or proceeding shall be pending or threatened.

4.3 Buyer Authorizations

Buyer shall have furnished Seller with certified copies of all proceedings of Buyer, including a signed and certified copy of the appropriate document(s) authorizing the transactions hereby contemplated.

4.4 Satisfaction of Seller

All actions, proceedings, resolutions, instruments and documents required to carry out this Agreement or incidental hereto and all other related matters shall have been approved on the Closing Date by Seller in the exercise of its reasonable judgment.

5. CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS

All obligations of Buyer under this Agreement are conditioned upon the fulfillment or satisfaction, or waiver by Buyer, prior to or at the Closing, of each of the following conditions precedent:

5.1 Satisfaction with Operational and Real Estate Title Issues

Buyer shall be satisfied with its review of the real estate and the quality of title to be conveyed to Buyer from Seller.

5.2 Closing Certificate; Performance by Seller

Seller shall have performed and complied in all material respects with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing; and Buyer shall have been furnished with a certificate or certificates of Seller dated the Closing Date, signed by the appropriate officials of Seller, certifying, in such detail as Buyer may reasonably request, to the fulfillment of the foregoing conditions and that all representations and warranties are true and correct in all material respects as of Closing.

5.3 Litigation Affecting Closing

On the Closing Date, no proceeding shall be pending or threatened before any court or governmental agency in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with this Agreement or the consummation of the transactions contemplated hereby, and no investigation that might eventuate in any such suit, action or proceeding shall be pending or threatened.

5.4 Seller Authorizations

Seller shall have furnished Buyer with certified copies of all proceedings of Seller, including a signed and certified copy of the appropriate document(s) authorizing the transactions hereby contemplated.

5.5 Governmental Approvals

Anything to the contrary in this Agreement notwithstanding, Buyer shall, at Buyer's sole cost and expense, be solely responsible for obtaining all governmental approvals and authorizations needed for the transfer of the Assets, including, but not limited to, the FDEP, and the Water Management District, and otherwise necessary or required for Buyer to assume ownership and operation of the Assets and to provide water service to the public in the service territory presently being served by Seller. Seller agrees to cooperate, at no cost or expense to Seller, with Buyer's reasonable requests for assistance throughout the process for obtaining such governmental approvals and authorizations.

5.6 Satisfaction of Buyer

All actions, proceedings, resolutions, instruments and documents required to carry out this Agreement or incidental hereto and all other related matters shall have been approved on the Closing Date by Buyer in the exercise of its reasonable judgment.

6. **REPRESENTATIONS AND WARRANTIES OF SELLER**

6.1 Seller hereby represents and warrants to Buyer as follows:

- (a) **Organization.** Rowe Utilities LLC is duly organized, validly existing and in good standing under the laws of the State of Florida.
- (b) **Asset Ownership.** Seller holds the exclusive right, title, interest and power to sell the Assets.
- (c) **Legal Authority.** Seller has the full power and lawful authority to transfer to Buyer the rights, title and interest in and to the Assets, subject, however, to Buyer's obligation to obtain all necessary or required governmental approvals and authorizations for such transfer.
- (d) **Current Operations.** To the best of Seller's knowledge without duty to investigate, Seller has all regulatory and other governmental permits, licenses, authorizations and approvals necessary or required for the operation of the Systems.
- (e) **Due Authorization; Valid and Binding.** Seller has the full power and lawful authority to execute and deliver this Agreement and all related agreements, and to consummate and perform the transactions contemplated hereby and has duly and validly authorized the execution of this Agreement and all related documents and agreements by all necessary proceedings; provided, however, that Seller makes no representation or warranty with respect to any governmental approval or authorization necessary or required in order to consummate or perform the transactions contemplated hereunder, all of which are the sole and exclusive responsibility of Buyer. This Agreement and all related agreements constitute the valid and binding obligation of Seller.
- (f) **Party to Decree.** To the best of Seller's actual knowledge without duty to investigate, Seller is not party to, or subject to the provision of, any judgment, order, writ, injunction or decree of any court or of any governmental official, agency or instrumentality relating to the Systems or the Assets.
- (g) **Customer Records.** To the best of Seller's actual knowledge without duty to investigate, the data contained in the customer records provided to Buyer is true and accurate.

6.2 Seller hereby represents and warrants to Buyer as follows:

- (a) **Undisclosed Liabilities.** To the best of Seller's actual knowledge without duty to investigate, there are no liabilities or obligations of Seller, either accrued, absolute, contingent or otherwise, relating to the Assets other than trade payables and other liabilities arising in the ordinary course of business. For purposes of this Agreement, the term liabilities shall include, without limitation, any direct or indirect indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, cost, expense, obligation or responsibility accrued, absolute, contingent or otherwise.
- (b) **No Other Parties.** No person other than Seller owns or has any interest in any of the Assets.

- (c) Rights to Facilities. Seller has good and valid rights to obtain access to the areas where the distribution lines and other facilities of the Systems are located.
- (d) Compliance with Law. To the best of Seller's actual knowledge without duty to investigate, Seller is not in any material violation of any law, ordinance or governmental rule or regulation to which the Systems are subject and has not failed to obtain, or to adhere in all material respects to the requirements of, any certificate, license, permit or other governmental authorization necessary to the ownership, operation or use of the Assets or the operation of the Systems.

6.3 Seller hereby represents and warrants to and with Buyer as follows with respect to compliance with environmental laws:

- (a) Compliance with Law. To the best of Seller's actual knowledge without duty to investigate, Seller has been and is in compliance with all Environmental Laws (as hereinafter defined) with respect to its maintenance and operation of the Systems. For purposes of this Agreement, "Environmental Laws" means any governmental law, regulation or ruling applicable to environmental conditions on, under or about the real property included as part of the Assets (including without limitation federal, state or local solid waste disposal rules; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the Hazardous Material Transportation Act; the Resource Conservation and Recovery Act, as amended; the Toxic Substances Control Act, as amended; and the Water Pollution Control Act, as amended).
- (b) Adequacy of Permits. To the best of Seller's actual knowledge without duty to investigate, Seller has obtained and continues to possess all material permits, licenses, approvals or other authorizations which are required under the Environmental Laws, has filed such timely and complete renewal applications as may be required prior to the Closing Date, and also has complied in all material respects with all reporting and record keeping requirements under the Environmental Laws, all with respect to its maintenance and operation of the Systems.

7. REPRESENTATIONS AND WARRANTIES OF BUYER

7.1 Buyer hereby represents and warrants to Seller as follows:

- (a) Organization. Buyer is a corporation duly organized and validly existing and in good standing under the laws of the State of Florida.
- (b) Due Authorization; Valid and Binding. Buyer has the full power and lawful authority to execute this Agreement and to consummate and perform the transactions contemplated hereby and has duly and validly authorized the execution of this Agreement by all necessary proceedings. This Agreement constitutes the valid and binding obligations of Buyer.
- (c) Financial Wherewithal. Buyer has the financial wherewithal to complete the purchase of the Assets as contemplated hereunder and upon completion of Closing, to operate and manage the Assets at, or exceeding, the level of service provided by the Seller prior to Closing.

8. INDEMNIFICATION

8.1 Indemnification of Seller

From and after the Closing, Buyer will reimburse, indemnify and hold Seller and its affiliates, and their managers, members, shareholders, officers, directors and employees, harmless from and against any and all liabilities, obligations, damages, losses, actions, audits, deficiencies, claims, fines, costs and expenses, including attorney's fees and costs resulting from, relating to, or arising out of:

- (a) the provision of water service by Buyer for the period following Closing;
- (b) issues of regulatory compliance and claims by third parties for events that occur following the date of Closing that are not attributable to events that occurred prior to Closing, including without limitation Buyer's compliance with any applicable federal, state or local law, regulation, ordinance or code requirement;
- (c) any misrepresentation, breach of warranty or non-fulfillment of any agreement or covenant on the part of Buyer under this Agreement; and
- (d) the enforcement of this Section 8.

8.2 Indemnification of Buyer

Seller will reimburse, indemnify and hold Buyer and its affiliates, and their officers, directors and employees, harmless from and against any and all actual damages incurred by any of them resulting from, relating to, or arising out of Seller's failure to perform, in any material respect, any of its obligations required to be performed hereunder after Closing; provided, however, that in no event shall Seller's liability under this Section 8.2 exceed the sum of Twenty-Five Thousand Dollars (\$25,000). It is acknowledged and agreed that none of the representations and warranties of Seller in this Agreement or in any written agreement, document, or certificate furnished hereunder or in connection with the negotiation, execution and performance of this Agreement (a "Transaction Document") shall survive the Closing, and, therefore, Seller shall have no indemnification obligations with respect to any breach thereof, except in the event of Seller's fraud for which Buyer shall have all remedies afforded by applicable law.

8.3 General

Each party shall provide the other party with reasonable notice of any claims arising under this Section 8. Except in the event of fraud, the indemnification rights of the parties under this Section 8 are the exclusive remedies of the parties for any misrepresentation, breach of warranty, or failure to fulfill any agreement or covenant hereunder.

9. SURVIVAL OF REPRESENTATIONS, WARRANTIES AND COVENANTS

9.1 Buyer's Representations, Warranties and Covenants. All representations and warranties made by Buyer in this Agreement or any Transaction Document shall survive the Closing for a period of one (1) year. All covenants and agreements made by Buyer in this Agreement or any Transaction Document shall survive the Closing indefinitely.

9.2 Seller's Representations, Warranties and Covenants. Except as otherwise provided in Section 1 above and Section 10.11 below, none of the representations, warranties or covenants made by Seller in this Agreement or any Transaction Document shall survive the Closing.

10. MISCELLANEOUS

10.1 Contents of Agreement; Parties in Interest; etc.

This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated hereby. It shall not be amended or modified except by written instrument duly executed by each of the parties hereto.

10.2 Binding Effect

All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by the legal representatives, successors and assigns of Seller or Buyer.

10.3 Notices

Any notice, request, demand, waiver, consent, approval or other communication which is required or permitted hereunder shall be in writing and shall be deemed given only if delivered personally or by registered or certified mail, postage prepaid, return receipt requested, as follows:

If to Buyer:

Mr. Gary A. Deremer, President
Seminole Waterworks, Inc.
4939 Cross Bayou Blvd.
New Port Richey, FL 34652

If to Seller:

Mr. Lamar Rowe
Rowe Utilities LLC
1320 Thomaswood Drive
Tallahassee, FL 32308

With a copy to:

Cohen Pollock Merlin & Small, P.C.
3350 Riverwood Parkway, Suite 1600
Atlanta, GA 30339
Attn: Pepi Friedman and Bradley C. Skidmore

or to such other address as the addressee may have specified in a written notice duly given to the sender as provided herein. Such notice, request, demand, waiver, consent, approval or other communication will be deemed to have been given as of the date so delivered, telegraphed or mailed.

10.5 Florida Law to Govern

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Florida, without giving effect to any conflicts of law's provisions.

10.6 No Benefit to Others

The representations, warranties, covenants and agreements contained in this Agreement are for the sole benefit of the parties hereto, and their legal representatives, successors and assigns, and they shall not be construed as conferring any rights on any other persons.

10.7 Headings, Gender, etc.

All section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

10.8 Exhibits and Schedules

All Exhibits, Attachments and Schedules referred to herein are intended to be and hereby are specifically made a part of this Agreement.

10.09 Severability

Any provision of this Agreement that is invalid or unenforceable in any jurisdiction or under any circumstance shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction or under any circumstance shall not invalidate or render unenforceable such provision in any other jurisdiction or under any other circumstance, unless, in either event, the involved or unenforceable provision causes this Agreement to fail of its essential purpose.

10.10 Counterparts

This Agreement may be executed in any number of counterparts and any signatory hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Agreement shall become binding when one or more counterparts taken together shall have been executed and delivered by all signatories. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

10.11 Continuance of Cooperation

Seller agrees to cooperate, without compensation but at no cost or expense to Seller, with Buyer's reasonable requests for Seller's assistance in the pursuit of resolving any FDEP issues related to transfer of operation of the Systems, and any easement attainment issues with respect thereto as they are presented. This agreement to cooperate shall survive the Closing for a period of one (1) year from the date of Closing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under seal as of the date first written above.

SELLER:

Rowe Utilities LLC

By:  (SEAL)
Manager

Print: Lamar Rowe, Manager

BUYER:

Seminole Waterworks, Inc.

By: _____ (SEAL)
President

Print: Gary Deremer, President

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under seal as of the date first written above.

SELLER:

Rowe Utilities LLC

By: _____ (SEAL)
Manager

Print: Lamar Rowe, Manager

BUYER:

Seminole Waterworks, Inc.

By: _____ (SEAL)
President

Print: Gary Deremer, President

Schedule 1.1
Assets Listing

PWS1370898 - Brewster Estates

1. Land - Property ID: 112204 0001 - BREWSTER ESTATES UNIT 2 - 22 1North 1 East (0.097 Acres)
2. One (1) 3,000 Hydropneumatic steel tank
3. One (1) Regal Gas Chlorination - Capacity 10 PPD; Feed rate 1 PPD
4. One (1) flow meters: 4" Sparling
5. 171 water meters located at each customer residence
6. Water treatment utility building (Structure) including pump house and chlorine room
7. Regal Dual Cylinder scale at WTP
8. Auto Dialer
9. 1500 Watt Heater
10. Fenced

PWS1374008 - Buck Lake Estates

1. Land - Property ID: 112325 0002 - BUCK LAKE ESTATES - 23 & 26 1 North 1 East (0.129 Acres)
2. One (1) 5,000 Hydropneumatic steel tank
3. One (1) Regal Gas Chlorination - Capacity 10 PPD; Feed rate 1 PPD
4. One (1) flow meters: 4" Sparling
5. 66 water meters located at each customer residence
6. Water treatment utility building (Structure) including pump house and chlorine room
7. Force Flow Single Cylinder Scale at WTP
8. 1500 Watt Heater
9. Fenced

PWS1370461 - Meadow Hills

1. Land - Property ID: 112650 A0210 - MEADOW HILLS UNIT 1 - Lot 21 Block A (0.470 Acres)
2. One (1) 5,000 Hydropneumatic steel tank
3. One (1) Regal Gas Chlorination - Capacity 10 PPD; Feed rate 1 PPD
4. One (1) flow meters: 4" Sparling
5. 109 water meters located at each customer residence
6. Water treatment utility building (Structure) including pump house and chlorine room
7. Force Flow Single Cylinder Scale at WTP
8. 1500 Watt Heater
9. Fenced

PWS1374049 - North Lake Meadows

1. Land - Property ID: 2420100000371 - NORTH LAKE MEADOWS UNIT 2 - Part of Lot 37 (0.150 Acres)
2. One (1) 3,000 Hydropneumatic steel tank
3. One (1) Regal Gas Chlorination - Capacity 10 PPD; Feed rate 1 PPD
4. One (1) flow meters: 4" Sparling
5. 80 water meters located at each customer residence
6. Water treatment utility building (Structure) including pump house and chlorine room
7. Regal Dual Cylinder scale at WTP
8. 1500 Watt Heater
9. Fenced

PWS1374054 - Plantation Estates

1. Land - Property ID: 121750 B0051 - PLANTATION ESTATES UNIT - Part of Lots 5 & 6, Block B (0.130 Acres)
2. One (1) 3,000 Hydropneumatic steel tank
3. One (1) diesel generator
4. One (1) Regal Gas Chlorination - Capacity 10 PPD; Feed rate 1 PPD
5. Two (2) flow meters: 1) 4" Sparling 2) 4" Sparling
6. 153 water meters located at each customer residence
7. Water treatment utility building (Structure) including pump house and chlorine room
8. Regal Dual Cylinder scale at WTP
9. Auto Dialer
10. 1500 Watt Heater
11. Fenced

PWS1370598 - Sedgefield

1. Land - Property ID: 112470 0001 - SEDGEFIELD UNIT 2 - 24 1 North 1 East (0.183 Acres)
2. One (1) 5,000 Hydropneumatic steel tank
3. One (1) Regal Gas Chlorination - Capacity 10 PPD; Feed rate 1 PPD
4. One (1) flow meters: 4" Sparling
5. 109 water meters located at each customer residence
6. Water treatment utility building (Structure) including pump house and chlorine room
7. Force Flow Single Cylinder Scale at WTP
8. 1500 Watt Heater
9. Fenced

Miscellaneous Parts Inventory*

<u>Qty.</u>	<u>Description</u>
8	McDonald ¾" Meter Stands
6	¾" Meters
2	6" x 1" Self Tap Saddle
1	4" x 1" Self Tap Saddle
2	3" x 1" Self Tap Saddle
2	4" Wrap Around Clamp
2	3" Wrap Around Clamp
1	Box - Small Assorted Fittings
1	Lot - Assorted Short Sections Copper Line

***NOTE:** The quantities listed above are what is reflected in Seller's parts inventory as of December 17, 2015; the actual quantities to be delivered at Closing may vary due to Seller's use of these items in operating the Systems through that time per the terms of the Agreement.

Schedule 1.5
Customer Deposits

**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Profit Corporation**

SEMINOLE WATERWORKS, INC.

Filing Information

Document Number	P16000001723
FEI/EIN Number	NONE
Date Filed	01/05/2016
Effective Date	01/01/2016
State	FL
Status	ACTIVE

Principal Address4420 BREWSTER ROAD
TALLAHASSEE, FL 32308**Mailing Address**C/O 4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652**Registered Agent Name & Address**DEREMER, GARY A
8625 SEAPOINTE COURT
PORT RICHEY, FL 34668**Officer/Director Detail****Name & Address**

Title P, D

DEREMER, GARY
8625 SEAPOINTE COURT
NEW PORT RICHEY, FL 34668

Title VP

DELCHER, CECIL
11702 FOREST HILLS DRIVE
TAMPA, FL 33612**Annual Reports****No Annual Reports Filed**



CITY HALL
300 S. ADAMS ST
TALLAHASSEE, FL
32301-1731
904/891-8100
TDD 1-800/955-8771

PENNY SHAW HERMAN
Mayor/Commissioner
SCOTT MADDOX
Mayor Pro Tem-
Commissioner

DEBBIE LIGHTSEY
Commissioner
STEVE MEISBURG
Commissioner
RON WEAVER
Commissioner

STEVEN C. BURKETT
City Manager
ROBERT B. INZER
City Treasurer-Clerk

JAMES R. ENGLISH
City Attorney
RICARDO FERNANDEZ
City Auditor

November 8, 1994

VENDOR: Rowe Drilling Company
Post Office Box 1363
Tallahassee, Florida 32302

Contract documents have now been executed by all parties and we are enclosing a copy for your files.

Project: Brewster Estates Agreement

If you have any questions, please contact Julia Jones or John Bishop of our office at 904-891-8132.

cc: Water & Sewer
Accounting

AGREEMENT

THIS AGREEMENT made this 7TH day of NOVEMBER, 1994, by and between the CITY OF TALLAHASSEE, a Florida municipal corporation ("City"), and ROWE DRILLING COMPANY, INC. ("Rowe").

WHEREAS, Rowe owns and operates a private water system which provides potable water to a subdivision known as Brewster Estates, which subdivision is located within the corporate limits of the City; and,

WHEREAS, the City plans to install a sanitary sewer system and a water system to provide sewer services and fire protection to Brewster Estates; and,

WHEREAS, the City desires to use periodic readings from water meters installed, owned, and maintained by Rowe for the purpose of billing customers in Brewster Estates for sanitary sewer services; and,

WHEREAS, Rowe desires to provide to the City certain readings from such water meters under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties hereby agree as follows:

1. Rowe shall furnish to the City, no later than March 20th of each year, records of water meter readings, for the preceding November, December, January, and February, for all customers served by the water system owned by Rowe and located within Brewster Estates. Such records shall be furnished for the purpose of billing customers within that subdivision for sanitary sewer services provided by the City's sewer system. There shall be no charge to the City for providing such information or records.

2. In consideration for providing the City with the meter readings, the City will install, at no cost to Rowe, a water tap and meter to serve as a standby source of water for Rowe's water system. The City will render periodic bills for all such water used by Rowe and such bills shall be paid by Rowe in the same manner and within the

same time required by the City for any of its water customers. There will be no monthly minimum charge to Rowe; however, Rowe will pay a charge based on the actual volume of any water used.

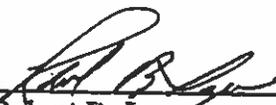
3. The City will not allow any connections to its water system for the purpose of providing direct water service to a residential customer unless the City first has purchased the water system owned by Rowe. The parties agree that the City can use its water system to provide fire protection services to the subject subdivision.

5. This Agreement shall inure to the benefit of, and be binding upon, the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its duly authorized representatives effective the date first written above.

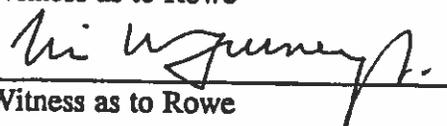
ATTEST:

CITY OF TALLAHASSEE

By: 
Robert B. Inzer
City Treasurer-Clerk

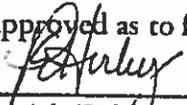
By: 
Anita R. Favors
Interim City Manager

ROWE DRILLING COMPANY, INC.


Witness as to Rowe

Witness as to Rowe

By: 
H. Lamar Rowe
President

Approved as to form:


Patrick E. Hurley
Assistant City Attorney

DORIS MALOY
LEON COUNTY TAX COLLECTOR

2003 REAL ESTATE

Folio 0012997

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCI	CD	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE	MILLAGE CODE
112204 0001			500	0	500	1

R

0085444 02 AV 0.503 **AUTO H1 1 0872 32302-1



ROWE DRILLING CO INC
PO BOX 1389
TALLAHASSEE FL 32302

11-22-04
BREWSTER ESTATES UNIT 2 UNREC 22
1N 1E .097 A WELL SITE OR 955/2
241

TAXES BECOME DELINQUENT APRIL 1ST



AD VALOREM TAXES		
TAXING AUTHORITY	MILLAGE RATE (DOLLARS PER \$1,000 OF TAXABLE VALUE)	TAXES LEVIED
C100 LEON COUNTY GENERAL FUND	3.6000	1.80
FINE & FORFEITURE	4.9500	2.48
C130 LEON COUNTY - MSTU EMS	.5000	.25
C120 LEON COUNTY - MSTU HEALTH	.1200	.06
T100 CITY OF TALLAHASSEE	3.7000	1.85
S100 SCHOOL BOARD		
LOCAL REQ EFFORT	5.7410	2.87
OPERATING (DISC)	.8760	.34
CAP OUTLAY (DISC)	2.0000	1.00
DEBT SERVICE	.8070	.40
W100 NW FLA WATER MD	.0500	.03
TOTAL MILLAGE 22.1440		AD VALOREM TAXES \$11.08

910.01

NON-AD VALOREM ASSESSMENTS	
LEVYING AUTHORITY	AMOUNT
NON-AD VALOREM ASSESSMENTS \$.00	

COMBINED TAXES AND ASSESSMENTS	\$11.08	PAY ONLY ONE AMOUNT	See reverse side for important information.
---------------------------------------	----------------	----------------------------	---

IF PAID IN TOTAL DUE	NOV	DEC	JAN	FEB	MARCH
	10.64	10.75	10.86	10.97	11.08

RETAIN THIS PORTION FOR YOUR RECORDS



BOARD OF COUNTY COMMISSIONERS

DEPARTMENT OF PUBLIC WORKS
LEON COUNTY COURTHOUSE / TALLAHASSEE, FLORIDA 32301
(904) 488-9300

COMMISSIONERS:

DOUG NICHOLS
DISTRICT 1

GAYLE NELSON
DISTRICT 2

JIM CREWS
DISTRICT 3

ROBERT K. HENDERSON
DISTRICT 4

J. LEE VAUSE
DISTRICT 5

DIVISIONS OF
ADMINISTRATION
ENGINEERING
ENVIRONMENTAL SERVICES
OPERATIONS
UTILITY SERVICES

February 16, 1981

BREWSTER ESTATES

Mr. H. Lamar Rowe
Rowe Drilling Company
7580 West Tennessee Street
Tallahassee, FL 32304

Dear Mr. Rowe:

Please be advised that on December 9, 1980, the Board of County Commissioners approved your application to operate the existing Brewster Estates Water System. A copy of the approved service area boundary map is attached.

As outlined in County Ordinance 80-29, all water and sewage disposal systems are required to adhere to all applicable Federal, State, and local rules and regulations. Also, attached for your convenience are forms to be used for your annual statement of gross service revenues and annual system fee for your system.

If you have any questions pertaining to this subject, please feel free to contact me at 1123 Thomasville Road, or telephone 488-9307.

Sincerely yours,

Joseph A. Vonasek
Utilities Coordinator

JAV/lmf

Attachments

BOARD OF COUNTY COMMISSIONERS

Agenda Request

TO: Honorable Chairman & Members of the Board

FROM: James W. Parrish, County Administrator

SUBJECT: Application by Mr. Lamar Rowe for the Brewster Estates Water System

DATE: December 3, 1980

RECOMMENDATION:

It is recommended that the Board of County Commissioners approve the application of Mr. Lamar Rowe to operate the existing Brewster Estates Water System within the modified boundary indicated on the attached map. And, designate such area as Leon County Water Service Area Number 37.

STATEMENT OF ISSUE:

County Ordinance 80-29 provides that owners of existing systems, upon application and submission of information requested by the County, be authorized to operate a water and/or sewer system in a specific geographical area. Mr. Rowe has submitted the application and information. The service area boundary now needs to be established. The Brewster Estates Water System is located within the City Zone.

ALTERNATIVE:

Approve only the specific area(s) where pipes exist. This would deny future service to properties readily available and within the capability of the system.

ANALYSIS:

The applied for modified area, cross-hatched on the attached map, is adjacent to the Brewster Estates water system and is a marginal distance from the City System. The modified area is the final phase of the Brewster Estates Development and would utilize the remaining available service of the Brewster System. There currently exists a contract between Mr. Bevis and Mr. Benny Chastain to develop the modified area.

Mr. Lamar Rowe, Mr. Bevis, Mr. Chastain, and the City of Tallahassee concur in this recommendation.

JWP/JMB/lmf

Board of County Commissioners

INTER OFFICE MEMORANDUM

DATE: December 10, 1980

TO: Department Heads

FROM: James W. Parrish, County Administrator *JWP*

SUBJECT: Agenda Followup to BCC Meeting of December 9, 1980

- Item 1. Approved Supplemental Budget - Public Hearing set at 3:30 P.M.
- Item 2. Approved Bills and Vouchers submitted by Clerk's Office.
- Item 3. Approved Minutes of September 23, 1980.
- Item 4. Approved Draw Request for 5th and 6th Cent Gas Tax.
- Item ⑤ ✓ Approved application by Lamar Rowe for Brewster Estates Water System
- Item ⑥ Approved release of Irrevocable Letter of Credit in Sterling Woods.
- Item 7. Approved all Budget Amendment requests.
- Item 8. Approved authorization to Cannibalize Equipment.
- Item 9. Deferred Commission Memberships and Appointments to 12-16-80.
- Item 10. Approved CETA Title VI Public Service Employment projects as recommended with the exception of the Gadsden County weatherization project which was deferred pending additional revenue information, and the City of Tallahassee energy conservation project was approved, contingent upon use of Department of Energy standards for weatherization.
- Item 11. Approved bonds for Tax Collector, Clerk of the Circuit Court, Leon County Property Appraiser, Supervisor of Elections and Sheriff.
- Item 12. County Administrator made verbal report regarding disposition of Chaires property. Board directed County Administrator to proceed with same through the Tallahassee Board of Realtors.
- Item 13. Approved appointment of Planning Committee and Consultant for Library's Planning Grant. Commissioner Henderson was appointed as Commission member to the Planning Committee. Lois Fleming to coordinate process and also to furnish all Commissioners on regular basis copy of Library Board Minutes.

Agenda Followup to December 9, 1980 Meeting
Page 2
December 10, 1980

Bob
Crane

Item 14. Approved Drainage Easement for Mr. Bates Fountain. Public Works to take before and after pictures for the work being done on the easement to insure that the property is put back in good condition.

Jon
Lich

Item 14a. Approved Tharpe Street Bikeway. Staff directed to proceed with planning and design.

Item 15. County Attorney presented oral report on 2/3 of 2/3 ordinance. Board approved certain alternatives and County Attorney directed to incorporate those amendments into final form for presentation back to Board.

OTHER MATTERS

Item 1. Buck Hood presented a check to the Board for \$37,000 for Workers Compensation rebate premium. The Board directed that a discussion of the County's Safety Program be included in the upcoming workshop on Personnel Rules and Regulations.

Item 2. Ben Tucker presented proposed plan to expand BMX track at Tom Brown Park. Board directed staff to review proposal and make recommendations to the Board.

Item 3. Cliff Mason requested the Board to respond to his letter regarding Supervisor of Elections. Board scheduled response to letter for January 6, 1981 meeting.

G.E.

Item 4. County Attorney presented a Corrected Deed for Phipps Landing. A condition to acceptance is that the County will replace the fence to the new property line. Board directed this to be done.

PEIDEL

Item 5. County Attorney advised Board of Court Order regarding 73-10 and indicated that he will present recommendations at the meeting of December 16. - *73-10 remains in effect.*

Kidel

Item 6. Commissioner Henderson asked staff of status on Ford Arms. Staff will report back to the Board at the January Workshop.

JCH

Item 7. Board was advised that the Jackson Bluff paving project will be scheduled for award of construction bid at a January meeting.

Item 8. Commissioner Henderson requested status on pistol permit ordinance. County Administrator advised it was under consideration but was not a high priority matter.

GIVE PURCHASING ADVANCE WARNING.

Agenda Followup to December 9, 1980 Meeting
Page 3
December 10, 1980

- Item 9. Commissioner Vause requested that a discussion of variances to the Sign Ordinance be scheduled for December 16 meeting.
- Item 10. Commissioner Vause requested information on laws pertaining to discharge of fire arms. He was advised that the County was not working on a proposed ordinance. Commissioner Vause to refer Sheriff's Office to County Attorney.
- Item 11. Board re-scheduled workshop of December 17 to December 16 at 8 A.M.
- Item 12. Board scheduled a formal meeting for December 22 at 7 P.M. at the D.O.T. auditorium for the purpose of considering final action on the proposed Comprehensive Plan.
- Item 13. Board directed that the appropriate Resolution be prepared by the County Attorney requesting an extension to the deadline for comments on proposed Rule 41 which deals with disadvantaged elderly and handicapped transportation. This action was in followup to action taken at the M.P.O. meeting of December 8. The public hearing on this matter is scheduled for 12-10-80. Earl Black to contact Noel Brown regarding specifics.
- Item 14. Board requested a memorandum on the status of the Housing Finance Authority.

Maint. on easement K.E-5 OK. ?

File

AGENDA
3:00 P.M.

BOARD OF COUNTY COMMISSIONERS
REGULAR PUBLIC MEETING

9 DEC 80

INVOCATION
PLEDGE OF ALLEGIANCE TO THE FLAG
PRESENTATION AND AWARDS

SCHEDULED PUBLIC HEARING

1. Supplemental Budget - 3:30 P.M.

CONSENT AGENDA

2. Bills and Vouchers (Clerk)
3. Approval of Minutes - Sept. 23, 1980 and Sept. 30, 1980
4. Draw Request - 5th and 6th Cent Gas Tax
5. ✓ Application for the Brewster Estates Water System
6. Release of Irrevocable Letter of Credit - Sterling Woods
7. Budget Amendments

CLERK OF CIRCUIT COURT

8. Authorization to Cannibalize Equipment

GENERAL BUSINESS

9. Commission Memberships and Appointments
10. Approval of CETA Title VI Projects
11. Approval of Constitutional Officers' Bonds

COUNTY ADMINISTRATION



Board of County Commissioners

DEPARTMENT OF PUBLIC WORKS
1123 THOMASVILLE ROAD
TALLAHASSEE, FLORIDA 32303
904-488 9300

Commissioners

DOUG NICHOLS
District 1

GAYLE NELSON
District 2

JIM CREWS
District 3

ROBERT HENDERSON
District 4

J LEE VAUSE
District 5

JAMES W PARRISH
County Administrator

FE STEINMEYER, III
County Attorney

August 26, 1981

Bucklake Estates

Mr. H. Lamar Rowe
Rowe Drilling Company, Inc.
7580 West Tennessee Street
Tallahassee, FL 32304

Dear Mr. Rowe:

Please be advised that on June 23, 1981, the Board of County Commissioners approved your application to operate the existing Bucklake Estates Water System. A copy of the approved service area boundary map is attached.

As outlined in County Ordinance 80-29, all water and sewage disposal systems are required to adhere to all applicable Federal, State, and local rules and regulations. Also, attached for your convenience are forms to be used for your annual statement of gross service revenues and annual system fee for your system.

If you have any questions pertaining to this subject, please feel free to contact me at 1123 Thomasville Road, or telephone 488-9307.

Sincerely yours,

A handwritten signature in cursive script that reads "Joe Vonasek".

J. A. Vonasek
Utilities Coordinator

JAV/lmf

Attachments

Board of County Commissioners

INTER OFFICE MEMORANDUM

[Handwritten initials]
P/C

DATE: June 24, 1981

TO: All Department Heads

FROM: James W. Parrish, County Administrator *[Signature]*

SUBJECT: Followup to Agenda of Board Meeting of June 23, 1981

- Item 1. Approved Amendments to Palmist Ordinance with following changes: Page 1, Line 29 - annual occupational license tax, striking the specific amount for same. Page 3, Paragraph 3 to be changed. County Attorney to prepare corrected ordinance.
- Item 2.
 - a. VanLandingham Construction - Board concurred with Planning Commission recommendation to deny application.
 - b. James D. Shealy - Board voted against Planning Commission recommendation to deny application - Board and Planning Commission to meet within thirty days.
 - c. Realty Financial Services - Board concurred with Planning Commission recommendation.
 - d. R. L. Mirabeau - Board concurred with Planning Commission.
- Item 3. AREA. Board approved abandonment of drainage easement made by Brandon Woods. Adopted Resolution abandoning present easement and accepted easement as offered.
- Item 4. Approved submission of grant proposals to State Library of Florida. Board requested specific information regarding in-kind match on all items, including career service salaries, space, equipment, etc.
- Item 5. Approved bills and vouchers.
- Item 6. Approved Alternative Community Service Contract.
- Item 7. Approved application to grandfather-in Bucklake Estates Water System.
- Item 8. Approved Florida Boating Improvement Program Project for Coe Landing.
- Item 9. Approved acquisition of fire truck for Miccosukee Land Coop Fire Dept. **NO MAINT.**
- Item 10. Approved May, Zima as financial analyst for evaluating I.D.R.B.
- Item 11. Approved I.D.R.B. application fee.
- Item 12. Approved budget amendments for: a. Summer Intern; b. Summer Youth Program; Summer Youth Program - FAMU. Related Contracts also approved.

AGENDA
3:00 P.M.

BOARD OF COUNTY COMMISSIONERS
REGULAR PUBLIC MEETING
JUNE 20, 1981

INVOCATION
PLEDGE OF ALLEGIANCE TO THE FLAG
PRESENTATION AND AWARDS

SCHEDULED PUBLIC HEARINGS - 3:30 P.M.

1. Amendments to the Palmist Ordinance
2. Rezoning Application Requests:
 - a. VanLandingham Construction, Inc.
 - b. James D. Shealy
 - c. Realty Financial Services, Inc.
 - d. R. L. Mirabeau
3. Application for Abandonment of Drainage Easement

CONSENT

4. Submission of Grant Proposals to State Library of Florida
5. Approval of Bills and Vouchers
6. Approval of Contract - Alternative Community Service Program
- ✓ 7. Application to Grandfather-in Existing Bucklake Estates Water Syst.
8. Approval of Fla. Boating Improvement Prog. Project - Coe Landing
9. Acquisition of Fire Truck for Miccosukee Land Coop Fire Dept.
10. Approval of Financial Analyst for Evaluating I.D.R.B.
11. Approval of Fee for I.D.R.B. Applications
12. Budget Amendments:
 - a. Summer Intern - CETA
 - b. Summer Youth Employment Program - CETA
 - c. Summer Youth Employment Program - FAMU - CETA

COUNTY ADMINISTRATOR

Board of County Commissioners

Agenda Request

TO: Honorable Chairman & Members of the Board

FROM: James W. Parrish, County Administrator

SUBJECT: Application by Mr. H. Lamar Rowe to "Grandfather-In" the Existing Bucklake Estates Water System

DATE: June 17, 1981

RECOMMENDATION:

It is recommended that the Board of County Commissioners approve the application of Mr. H. Lamar Rowe to operate the existing Bucklake Estates Water System within the staff recommended area as indicated on the attached boundary map. And, designate such area as Leon County Water Service Area Number 45.

STATEMENT OF ISSUE:

County Ordinance 80-29 provides that owners of existing water and/or sewage disposal systems, upon application and submission of information requested by the County, be authorized to operate a water and/or sewage disposal system within a specific geographical area. Mr. Rowe has submitted an application for the Bucklake Estates Water System; the service area boundary now needs to be established. The Bucklake Estates Water System is located in the City Zone.

ALTERNATIVE:

Approve the service area boundary request as submitted by Mr. Rowe. The requested area, when fully developed, would contain substantially more than 100 taps. The existing one-well system of the Bucklake Estates Water System can legally only service up to 100 taps in accordance with Chapter 17-22, FDER Rules and Regulations, and Leon County Ordinance 80-29.

In addition, in accordance with the City/County Sanitary Sewer and Water Agreement, Paragraph 5, the delineation of an existing system shall be based upon the system capacity, loads or customer requirements, and applications and final construction drawings submitted to FDER.

ANALYSIS:

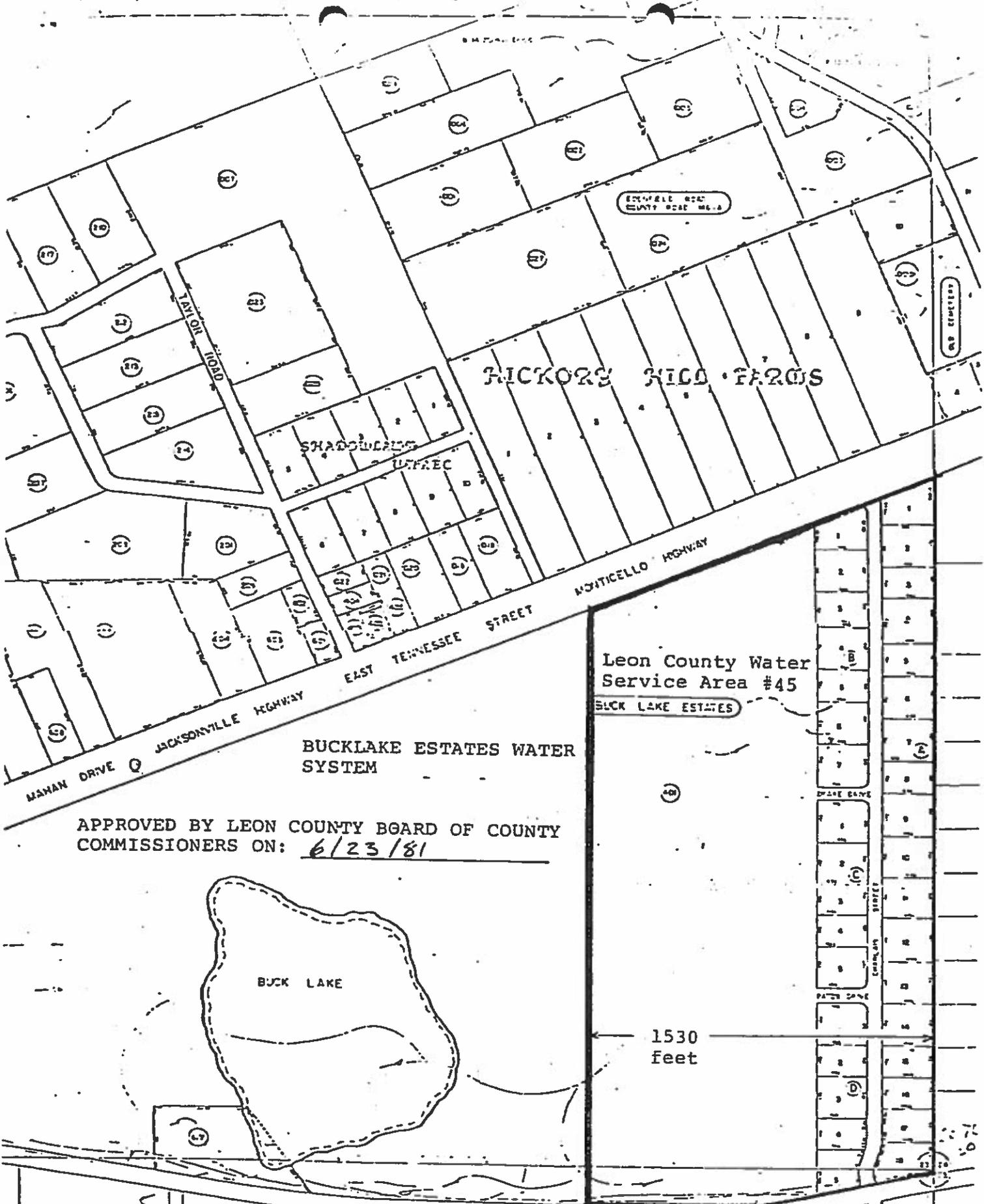
No construction drawings or specifications of the existing system were submitted as a part of the authorization application. There are no known current plans and/or permit applications pending with FDER for future expansions to the system. The County staff, on the advice of council, prepared the attached boundary map, obtained concurrence from the City staff, and has notified Mr. Rowe of its recommendation.

The basis for the recommendation to limit Mr. Rowe to a 100 tap service area for the Bucklake Estates Water System is as follows:

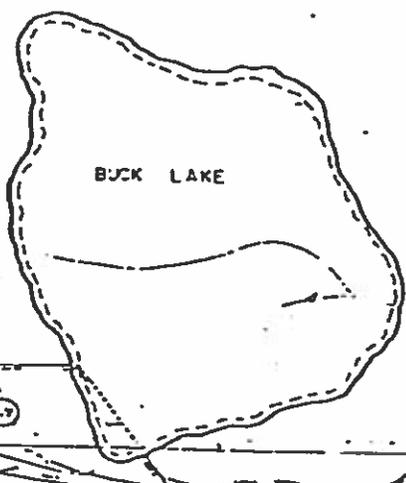
- (1) The City of Tallahassee has plans to construct water mains north and south of Bucklake Estates within the next two to three years.
- (2) The mains constructed by the City can provide fire flow, and in the event of a pump failure within the central system, service would not be significantly disrupted, as opposed to the effect of a pump failure on a one-well, one-pump system operation.
- (3) The City Central Sewer System would be available as expansions to the sewer system occur in areas that subscribe to City Water Service.
- (4) No adequate drawings, specifications, master plans, etc. were submitted, as requested by the staff, to supplement Mr. Rowe's requested boundary area.
- (5) The City staff opposes the granting of a service area for the Bucklake Estates Water System that can service more than 100 taps.
- (6) There are no customers currently on-line in the Bucklake Estates Water System.

JWP/JMB/lmf

Attachment



APPROVED BY LEON COUNTY BOARD OF COUNTY COMMISSIONERS ON: 6/23/81



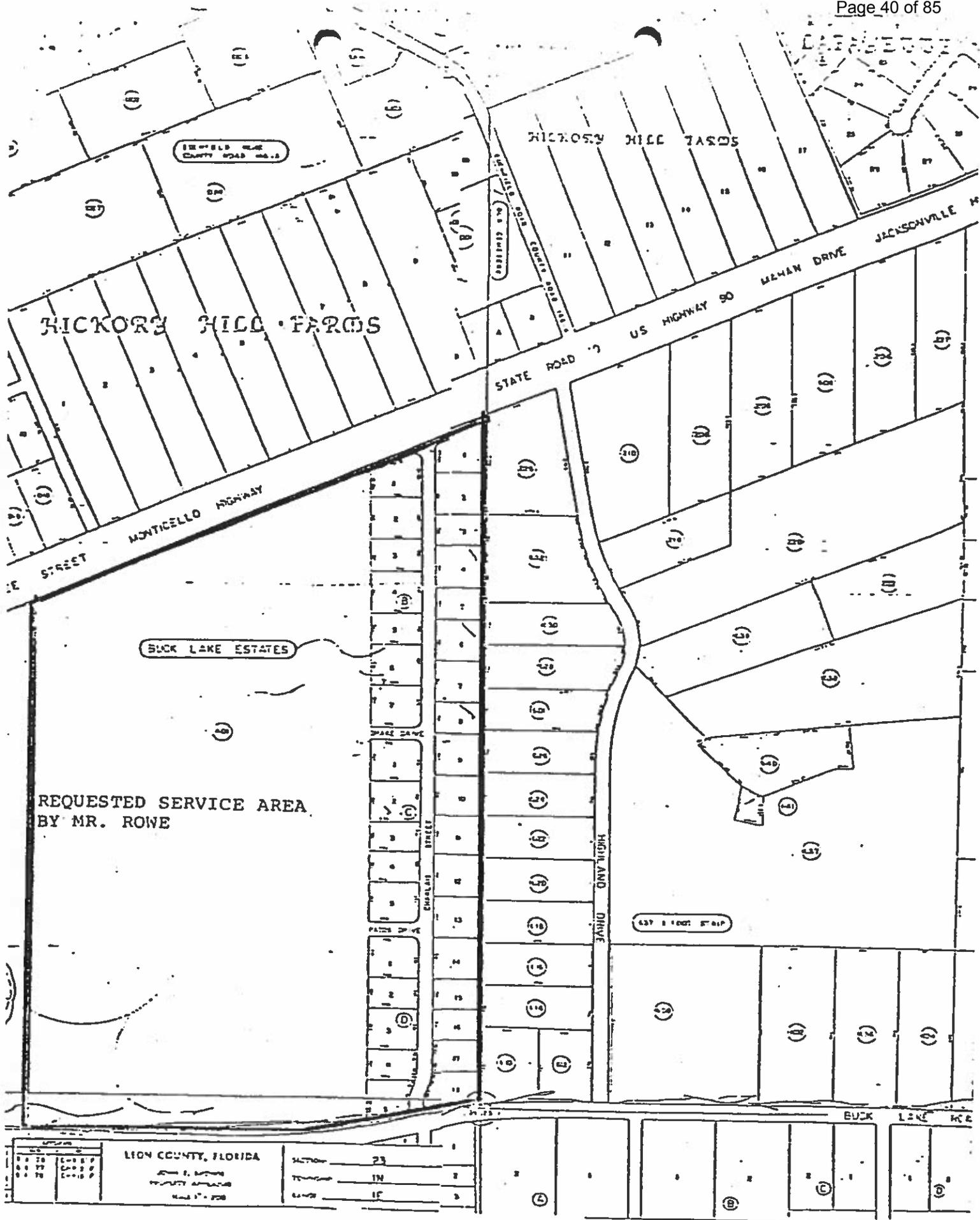


FIGURE 2

System Name: BUCKLAKE ESTATES WATER SYSTEM
Service Area Number: 45

STATEMENT OF GROSS SERVICE REVENUES AND
ANNUAL WATER/SEWER SYSTEM FEE COMPUTATION FORM

1. System Fiscal Year: _____ to _____
(Same as tax year for private systems.) (Month/Day/Year) (Month/Day/Year)
2. Enter the Total System Revenues Collected in Fiscal Year here: \$ _____
3. Annual Fee Due Leon County: Compute at \$2.00 per \$100.00 of the amount shown in Item 2 and enter here. (Pay within 90 days of end of Fiscal Year shown in Item 1.) \$ _____
4. Additional Charges Due Leon County for Late Payment of Annual Fee: (Additional charges begin on the 91st. day after the end of the Fiscal Year indicated in Item 1.)
 - A. Number of Calendar Months (or fractions thereof) since Annual Fee Was Due: Enter Here _____
 - B. Late Charge Factor is 5% of the Annual Fee For Each Calendar Month, or Portion of a Month, After Additional Charge Began:05
 - C. Late Charge Computation: (Multiply 4.B times 4.A and enter here) _____
 - D. Total Penalty: (Multiply amount shown in Item 4.C times Item 3 and enter here) \$ _____
5. Total Amount Due Leon County: (Add lines 3. and 4.D., then enter here) \$ _____
6. I do hereby swear (affirm) that to the best of my knowledge, the information on this form is true and correct.

System Owner

Notary Public

NOTE: Please make all checks payable to: Board of County Commissioners, Leon County. Send the completed, notarized form and amount due to:
Division of Utility Services
Leon County Courthouse
Tallahassee, Florida 32301

DORIS MALOY
LEON COUNTY TAX COLLECTOR

2003 REAL ESTATE

Folio 0014221

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESC CD	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE	MILLAGE CODE
112325 0002		1,000	0	1,000	2

R

0085444 02 AV 0.503 **AUTO H1 1 0872 32302-1



ROWE DRILLING CO INC
PO BOX 1389
TALLAHASSEE FL 32302

11-23-25
BUCK LAKE ESTATES 23 & 26 1N 1E
.129 A WELL SITE OR 956/2220

TAXES BECOME DELINQUENT APRIL 1ST

AD VALOREM TAXES		
TAXING AUTHORITY	MILLAGE RATE (DOLLARS PER \$1,000 OF TAXABLE VALUE)	TAXES LEVIED
C100 LEON COUNTY GENERAL FUND	3.8000	3.80
FINE & FORFEITURE	4.9500	4.95
C130 LEON COUNTY - MSTU EMS	.5000	.50
C120 LEON COUNTY - MSTU HEALTH	.1200	.12
S100 SCHOOL BOARD LOCAL REQ EFFORT	5.7410	5.74
OPERATING (DISC)	.6760	.68
CAP OUTLAY (DISC)	2.0000	2.00
DEBT SERVICE	.8070	.81
W100 NW FLA WATER MD	.0500	.05
TOTAL MILLAGE	18.4440	AD VALOREM TAXES \$18.45

910.01

NON-AD VALOREM ASSESSMENTS	
LEVYING AUTHORITY	AMOUNT
NON-AD VALOREM ASSESSMENTS	\$.00

COMBINED TAXES AND ASSESSMENTS	\$18.45	PAY ONLY ONE AMOUNT	See reverse side for important information.
---------------------------------------	----------------	----------------------------	---

IF PAID IN TOTAL DUE	NOV	DEC	JAN	FEB	MARCH
	17.71	17.90	18.08	18.27	18.45

RETAIN THIS PORTION FOR YOUR RECORDS



*Orig. Mailed to
Kevin - 3/13/80*

WARRANTY DEED

THIS INDENTURE, made and entered into this 27th day of March, 1980, by and between ALBAN STEWART, of Leon County, Florida, Party of the First Part, and ROWE DRILLING COMPANY, INC., a Florida corporation, whose mailing address is 7580 West Tennessee Street, Tallahassee, Leon County, Florida 32304, Party of the Second Part.

W I T N E S S E T H :

That the said Party of the First Part, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable considerations to him in hand paid by the Party of the Second Part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does hereby grant, bargain, sell and convey unto the said Party of the Second Part, its successors and assigns forever, the following described land, situate, lying and being in Leon County, Florida, to-wit:

Commence at the Southeast corner of Section 23, T1N, R1E, and run thence North 00 degrees 18 minutes East along the East boundary of said Section 3210.52 feet to a concrete monument on the South boundary of the right of way of State Road No. 10, thence run South 67 degrees 30 minutes West 553.22 feet along said right of way boundary to a concrete monument, thence run South 00 degrees 18 minutes West 1274.81 feet to a concrete monument which is the POINT OF BEGINNING; from said POINT OF BEGINNING run thence North 89 degrees 72 minutes West 75 feet to an iron pipe, thence run South 00 degrees 18 minutes West 75 feet to an iron pipe; thence run South 89 degrees 72 minutes East 75 feet to an iron pipe, thence run North 00 degrees 18 minutes East 75 feet to the POINT OF BEGINNING, containing 0.129 acres more or less.

SUBJECT to restrictive covenants of record, if any, which are specifically not reimposed or extended hereby and further subject to the restriction that the use of the property conveyed hereby shall be used only for a water well and water distribution system.

The above property is not the homestead of the said Party of the First Part.

And the said Party of the First Part does hereby warrant the title to said lands and will defend the same against the lawful claims of all persons whatsoever, except for the

• aforementioned reservations, restrictive covenants and taxes for
the year 1980.

IN WITNESS WHEREOF, the said Party of the First Part has
hereunto set his hand and seal on the day and year first above
written

Signed, sealed and delivered
in the presence of

_____ ALBAN STEWART (SEAL)
Laura E. Minkinson

STATE OF FLORIDA
COUNTY OF LEON

BEFORE ME, the undersigned authority, this day personally
appeared ALBAN STEWART, to me well known to be the person described
in and who executed the foregoing Warranty Deed, and he acknowledged
before me that he executed the same.

WITNESS my hand and official seal in the County and
State, last aforesaid, this 28th day of March, 1980.

Laura E. Minkinson
Notary Public, State of Florida
at Large.

My Commission Expires: Notary Public, State of Florida at Large
My Commission Expires Sept. 13, 1981
Noted by Attorney and a County Clerk

AGREEMENT

THIS AGREEMENT, made this 12th day of June 1978, by and between ALBAN STEWART, hereinafter referred to as the Developers, and ROWE DRILLING COMPANY, INC., hereinafter referred to as the Contractor; and

WHEREAS, the Developers are currently the owners of certain real property known as "Buck Lake Estates" (hereinafter referred to as the "Property"); and

WHEREAS, the Developers are desirous of having a well, water plant and water distribution system constructed for the Property;

WHEREAS, the Developers have agreed to convey a certain portion of the Property to the Contractor in exchange for construction of the well, water plant and water distribution system by the Contractor.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) each to the other in hand paid, the receipt whereof is hereby acknowledged, and of the mutual covenants and agreements herein contained, the parties agree as follows:

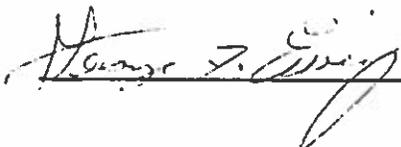
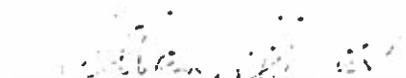
1. The Contractor will furnish all labor and materials necessary for the construction and installation of a well, water plant and water distribution system on the Property in accordance with the plans and specifications.
2. The Developers will pay to the Contractor the cost of construction and installation of the well, water plant and water distribution system as each phase is installed.
3. As additional consideration for this Agreement and for the construction and installation of the well, water plant and water distribution system, the Developers, their successors in interest, assigns, heirs and personal representatives, hereby grant to the Contractor, its successors and assigns, the exclusive franchise to provide water and a water system for the Property; and further agree that they will give actual written notice of the Contractor's franchise to any and all grantees, assignees or other successors in interest; and that the Developers will include a reference to the Contractor's franchise as a covenant running with the Property, or any portion or subdivision thereof, in any instrument conveying any interest in and to said Property.
4. In the event the Property is sold, conveyed or otherwise transferred to a local governmental unit by the contractor, its successors, heirs or assigns, and that governmental unit discontinues use of the well site for furnishing water,

then the property upon which the well site is located shall be conveyed back to the Developers, their heirs, assigns or personal representatives, by the governmental unit.

5. This Agreement shall insure to the benefit of the heirs, beneficiaries, successors, assigns or personal representatives of the respective parties hereto.

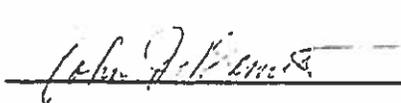
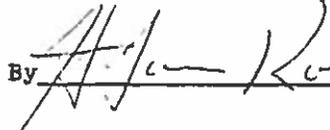
IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

Signed in the presence of:

  (SEAL)
DEVELOPERS

As to Developers

ROWE DRILLING COMPANY, INC.

 By  (SEAL)

As to Contractor

JOINDER AND CONSENT

KNOW ALL MEN BY THESE PRESENTS

That ROWE DRILLING COMPANY, INC., a Florida corporation, as
Owners and Grantees of the following described property in BUCK LAKE

ESTATES:

Commence at the Southeast corner of Section 23, T1N, R1E, and run
thence North 00 degrees 18 minutes East along the East boundary
of said Section 3210.52 feet to a concrete monumnet on the South
boundary of the right of way of State Road No. 10, thence run
South 67 degrees 30 minutes West 553.22 feet along said right of
way boundary to a concrete monument, thence run South 00 degrees
18 minutes West 1274.81 feet to a concrete monument which is the
POINT OF BEGINNING; from said POINT OF BEGINNING run thence
North 89 degrees 72 minutes West 75 feet to an iron pipe, thence
run South 00 degrees 18 minutes West 75 feet to an iron pipe;
thence run South 89 degrees 72 minutes East 75 feet to an iron
pipe; thence run North 00 degrees 18 minutes East 75 feet to the
POINT OF BEGINNING, containing 0.129 acres more or less.

does hereby join ALBAN STEWART, the owner of the land herein described,
in dedicating to the perpetual use of the public all roads, streets,
alleys, and other rights-of-way and all parks and recreation areas and
all easements for utilities, drainage and other purposes and for all
purposes incident thereto as shown and depicted on that certain plat of
survey prepared by Addison Marshall to be known as BUCK LAKE ESTATES
SECOND ADDITION, and more specifically described on the face thereof.

IN WITNESS WHEREOF, said ROWE DRILLING COMPANY, INC. has
executed this instrument under seal, this 16th day of June, A.D., 1982.

Signed, Sealed and Delivered

ROWE DRILLING COMPANY, INC.

in the Presence of:

John M. Young
Sylvester Young

BY: H. Lamar Rowe (Seal)
H. Lamar Rowe

STATE OF FLORIDA

COUNTY OF LEON

THE FOREGOING INSTRUMENT was acknowledged before me, the undersigned
authority, by H. LAMAR ROWE, President, ROWE DRILLING COMPANY,
INC., for the purpose therein expressed, this 16th day of June, A.D. 1982.

John P. Bennett
Notary Public, State of Florida at Large
My Commission Expires Oct. 23, 1982
Printed by American Ink & Co., Inc.



Board of County Commissioners

DEPARTMENT OF PUBLIC WORKS
1123 THOMASVILLE ROAD
TALLAHASSEE, FLORIDA 32303
904-489-5300

Commissioners
DOLG NICHOLS
District 1
DAYLE NELSON
District 2
WILLIAM G. MONTFORD
District 3
ROBERT K. HENDERSON
District 4
J. LEE VAUSE
District 5
JAMES W. PARRISH
County Administrator
F. E. STEINMEYER, III
County Attorney

June 21, 1983

TO WHOM IT MAY CONCERN:

RE: Water System, Buck Lake Estates

This is to certify that the water system in Buck Lake Estates is owned and operated by Rowe Drilling Co., Inc. and as per Leon County Ordinance #80-29, should Rowe Drilling Co., Inc. default for any reason, Leon County is legally entitled to assume the operation of this system.



Michael D. Young, Director
Dept. of Environmental & Engineering Services



BOARD OF COUNTY COMMISSIONERS

DEPARTMENT OF PUBLIC WORKS
LEON COUNTY COURTHOUSE / TALLAHASSEE, FLORIDA 32301
(904) 488-9300

COMMISSIONERS:

DOUG NICHOLS
DISTRICT 1

GAYLE NELSON
DISTRICT 2

JIM CREWS
DISTRICT 3

ROBERT K. HENDERSON
DISTRICT 4

J. LEE VAUSE
DISTRICT 5

DIVISIONS OF
ADMINISTRATION
ENGINEERING
ENVIRONMENTAL SERVICES
OPERATIONS
UTILITY SERVICES

February 16, 1981

Meadow Hills

Mr. H. Lamar Rowe
Rowe Drilling Company
Post Office Box 1363
Tallahassee, FL 32302

Dear Mr. Rowe:

Please be advised that on October 13, 1980, the Board of County Commissioners approved your application to operate the existing Meadow Hills Water System.

A copy of the approved service area boundary map is attached.

As outlined in County Ordinance 80-29, all water and sewage disposal systems are required to adhere to all applicable Federal, State, and local rules and regulations. Also, attached for your convenience are forms to be used for your annual statement of gross service revenues and annual system fee for your system.

If you have any questions pertaining to this subject, please feel free to contact me at 1123 Thomasville Road, or telephone 488-9307.

Sincerely yours,

Joseph A. Vonasek
Utilities Coordinator

JAV/lmf

Attachments

Board of County Commissioners

Agenda Request

TO: Honorable Chairman & Members of the Board

FROM: James W. Parrish, County Administrator

SUBJECT: Application by Mr. Lamar Rowe to "Grandfather-in" the existing Meadow Hills Water System

DATE: October 9, 1980

RECOMMENDATION:

It is recommended that the Board of County Commissioners approve the application of Mr. Lamar Rowe to operate the existing Meadow Hills Water System within the existing boundary indicated on the attached location map. And, designate such area as Leon County Water Service Area Number 18.

STATEMENT OF ISSUE:

County Ordinance 80-29 provides for owners of existing systems, upon application and submission of information requested by the County, be authorized to operate a water and/or sewer system in a specific geographical area. Mr. Rowe has submitted the application and information. The service area boundary now needs to be established.

ANALYSIS:

The application is for a service area within the County Water/Sewer Zone. The information submitted is timely and adequate. The service area boundary has been established as requested by Mr. Rowe. The County Staff concurs in the requested area. The system appears to have reached capacity and only the area of the existing system is included in the service area.

JWP/JMB/lmf

Board of County Commissioners

INTER OFFICE MEMORANDUM

DATE: October 22, 1980
TO: Department Heads
FROM: James W. Parrish, County Administrator *JWP*
SUBJECT: Agenda Followup to BCC Meeting of October 21, 1980

CONSENT AGENDA

- Item 1. Approved Killlearn Improvement Trust Agreement withdrawal request totaling \$26,869.00.
- Item 2. Approved Tram Road Change Order request.
- Item 3. Approved Property Appraiser's Budget Amendment.
- Item 4. Approved drainage easement for Briarwood East Mobile Home Park.
- Item 5 ✓ Approved policy concerning County Commission Staff.
- Item 6. Approved bills and vouchers submitted by the Clerk of the Court.

COUNTY ADMINISTRATOR

- Item 7. Approved application of Mr. Lamar Rowe to operate the existing Meadow Hills Water System and designate such area as Leon County Water Service Area Number 18.
- ✓ Request regarding Sedgefield Utility Zone was continued until a later date. Public Works to advise when ready to place back on Agenda.

Item 8. The Board reviewed the CDBG Grant Proposal and made the following recommendations:

- a. The cost estimates for demolition be reduced.
- b. Additional information for mobile home weatherization be provided.
- c. The site acquisition for Miccosukee exclude any rental options. Other options for homeowners be pursued.
- d. Water system expenditure for Miccosukee be reviewed. Talquin to survey area for possible expansion of the original proposal.

James B
Send when ready

Any contact or dealings w/ any insurance carriers must be reported to front office.

Agenda Followup to BCC Meeting of October 21, 1980
Page 2
October 22, 1980

- e. Rural transportation for Woodville requires further information; however, Board did not want to pursue operating subsidies for rural transportation.
- f. The Board will be asked to make a final decision at the Nov. 4 Public Hearing to be held at 4:30 P.M.

✓
 AND
 ISSUES TO
 BE ADDRESSED
 TO FOLLOW
 IN JAN.

Item 9. The Board approved the 5 Year Road Program as recommended. The Board further indicated that it did not feel the Blairstone Road extension would be included in the 5 year plan.

Item 10. The County Administrator to contact the City Manager and Planning Department for recommendations to install "No Thru Truck" signs along Woodgate Way when extension is paved thereto.

Item 11. Approved Resolution for Annexation and authorized November 4 ballot.

Item 12. The Board approved pistol permit requested for John H. Ehrhardt.

HOUSEKEEPING

✓
 P.E. &
 Jim.

RESPONSE
 REQ'D

Item 13. City Commissioners Rudd and Ford appeared and requested reconsideration of the June 24 Drainage Maintenance Policy. The Board directed the County Administrator to obtain an inventory from the City of alleged drainage problem areas, to delineate drainage easements from County right-of-way and to provide a ditch maintenance schedule to the Board for consideration. Public Works to investigate complaint by Mr. Sims of 2921 Edenderry Road with regard to erosion of a sewer line running across the ditch at his address. Also, check the complaint made by Mr. Leedy of 2410 Balsam Terrace.
BOARD ASKED FOR MAINT SCHEDULE.

✓
 DO
 AT INFO
 PROJECT
 TOGETHER.

Item 14. The County Attorney presented a copy of a proposal between the County, City and School Board for Callaway Street project. The Board deferred action and requested copy of the proposed contract for further consideration. Also, contract should include payment by the School Board within sixty (60) days from actual expenditure by the County for right-of-way acquisition.

Item 15. The Board approved the modified Community Services Trust Fund Contract, contingent upon the approval of the Assistant County Attorney.

Item 16. The Board was advised of the meeting scheduled for Wednesday, 10-22-80, for a H.U.D. briefing for local officials.

Item 17. The Board reviewed proposed County letterhead and logo. There was a consensus to change the logo and Ms. Munroe was directed to prepare additional options to be presented to the Board at the Nov. 4 meeting. The Board indicated that the proposed logo should incorporate the theme of Leon County being the Capital County, that it is service oriented and an old, established County.

AGENDA
3:00 P. M.

BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING
OCTOBER 21, 1980

INVOCATION
PLEDGE OF ALLEGIANCE TO THE FLAG
PRESENTATIONS & AWARDS

SCHEDULED PUBLIC HEARINGS

CONSENT AGENDA

- approved* 1. Killeam Improvement Trust Agreement
 - approved* 2. Tram Road Change Order
 - approved* 3. Property Appraiser's Budget Amendment
 - approved* 4. Briarwood East, Drainage Easement
 - approved* 5. Policy - County Commission Staff
 - approved* 6. Bills (Clerk)
- CLERK OF CIRCUIT COURT

COUNTY ADMINISTRATOR

- 7. Applications to "Grandfather-in" Existing Water Systems

- approved* a. Meadow Hills
- continued* b. Sedgfield
- approved* 8. Tentative 1981 Community Block Development Grant
- approved* 9. County Road Program - Discussion

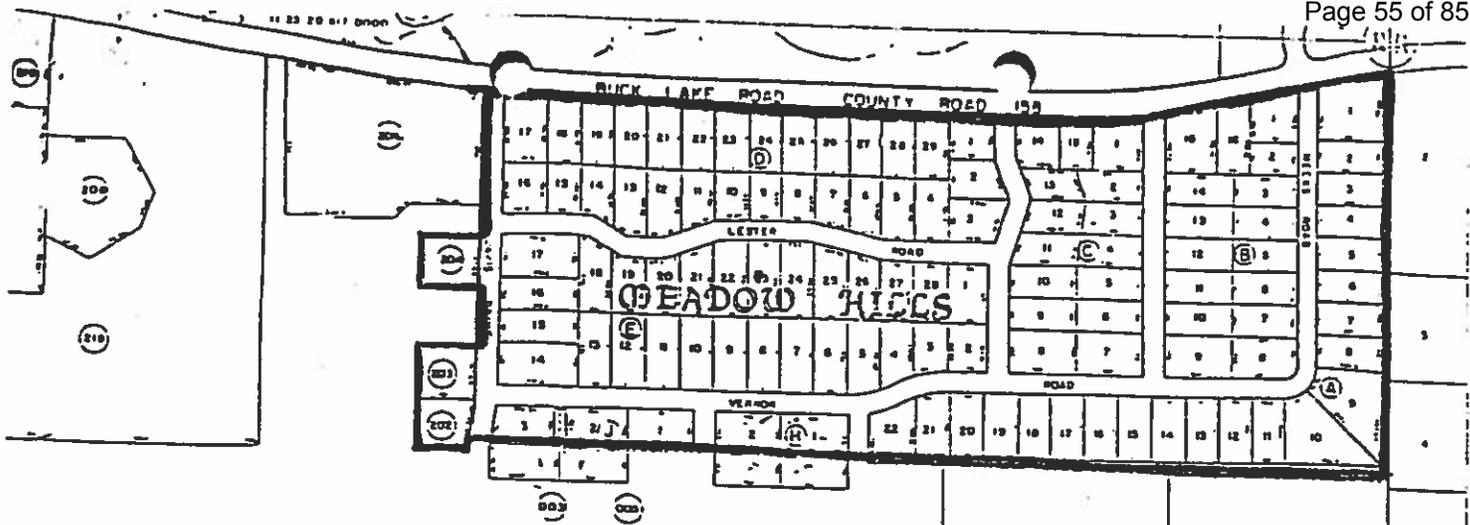
GENERAL BUSINESS

- approved* 10. Woodgate Request (Commissioner Henderson)
- approved* 11. Annexation, City of Tallahassee
- approved* 12. Pistol Permit - John H. Ehrhardt

COUNTY ATTORNEY

CITIZENS TO BE HEARD

ADJOURNMENT



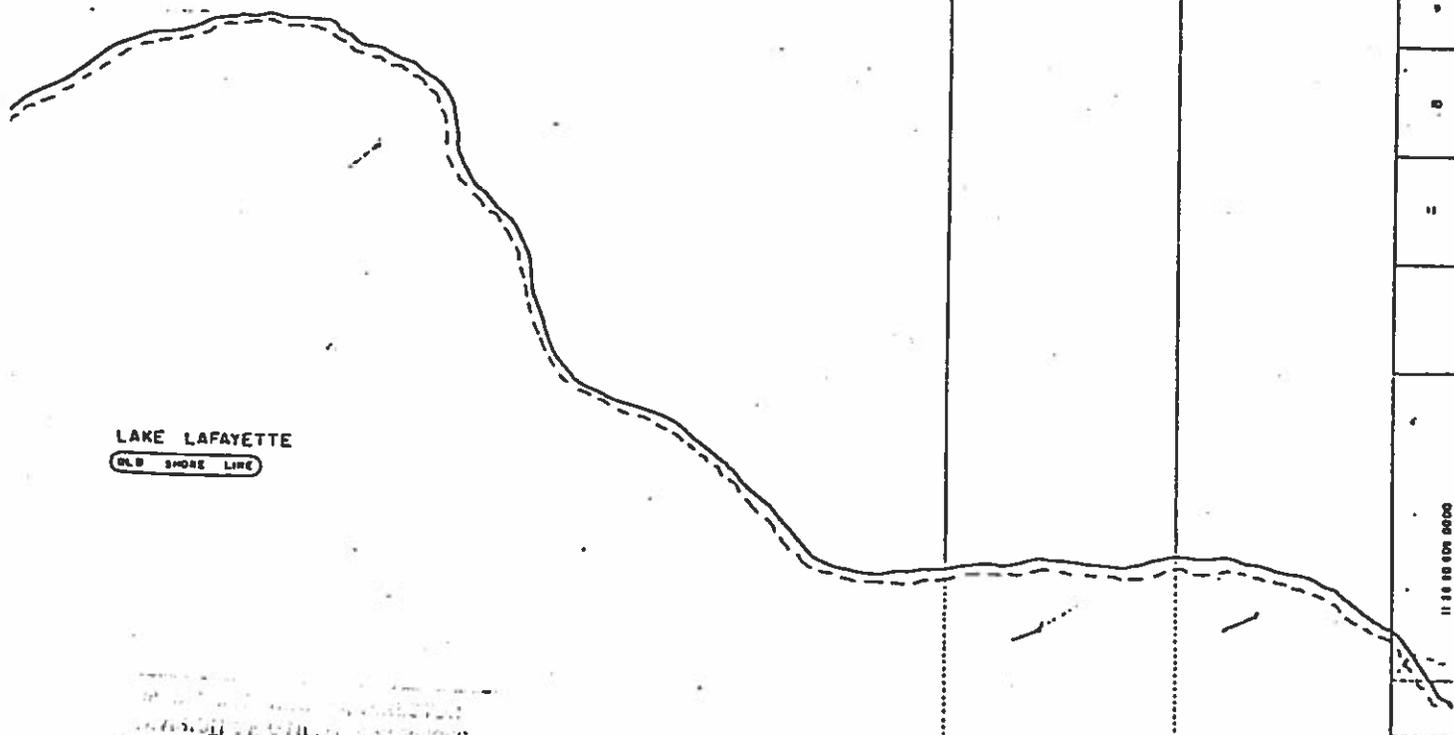
MEADOW HILLS WATER SYSTEM

LEON COUNTY WATER SERVICE AREA #18
BOUNDARY MAP

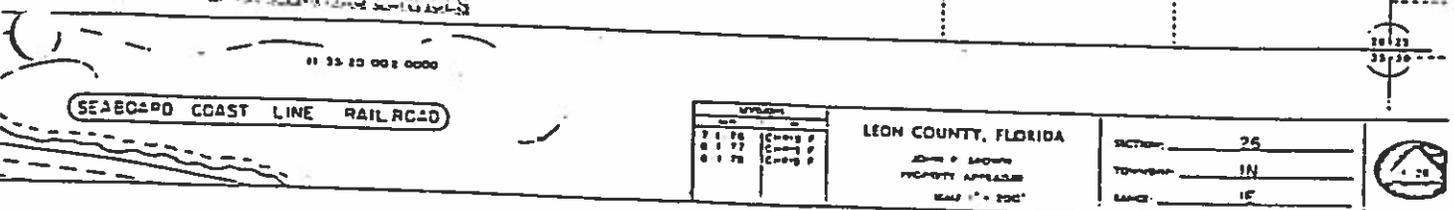
APPROVED BY LEON COUNTY BOARD OF
COUNTY COMMISSIONERS ON:

October 13, 1980

James M. Barineau
JAMES M. BARINEAU, Director
DIVISION OF UTILITIES SERVICES



LAKE LAFAYETTE
OLD SHORE LINE



SEABOARD COAST LINE RAILROAD

NO.	DATE	BY	REVISION
01	78	CHS	1
01	78	CHS	2
01	78	CHS	3

LEON COUNTY, FLORIDA

DATE OF RECORD
PROPERTY APPRAISAL
SCALE 1" = 200'

SECTION: 25
TOWNSHIP: 1N
RANGE: 1E



DORIS MALOY
LEON COUNTY TAX COLLECTOR

2003 REAL ESTATE

Folio 0015593

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESC.	CD	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE	MILLAGE CODE
112850 A0210			16,000	0	16,000	2

R

0085444 C AV 0.503 **AUTO H1 1 0872 32302-1
 ROWE DRILLING CO INC
 PO BOX 1389
 TALLAHASSEE FL 32302-1389

11-26-50
 MEADOW HILLS UNIT 1 LOT 21 BLOCK
 A OR 391/34 8 (WELL SITE)

TAXES BECOME DELINQUENT APRIL 1ST

AD VALOREM TAXES		
TAXING AUTHORITY	MILLAGE RATE (DOLLARS PER \$1,000 OF TAXABLE VALUE)	TAXES LEVIED
C100 LEON COUNTY GENERAL FUND	3.8000	57.60
FINE & FORFEITURE	4.9500	79.20
C130 LEON COUNTY - MSTU EMS	.5000	8.00
C120 LEON COUNTY - MSTU HEALTH	.1200	1.92
S100 SCHOOL BOARD		
LOCAL REQ EFFORT	5.7410	91.86
OPERATING (DISC)	.6760	10.82
CAP OUTLAY (DISC)	2.0000	32.00
DEBT SERVICE	.8070	12.91
W100 NW FLA WATER MD	.0500	.80
TOTAL MILLAGE 18.4440		AD VALOREM TAXES \$295.11

910.01

NON-AD VALOREM ASSESSMENTS		
LEVYING AUTHORITY	RATE	AMOUNT
NON-AD VALOREM ASSESSMENTS		\$.00

COMBINED TAXES AND ASSESSMENTS	\$295.11	PAY ONLY ONE AMOUNT	See reverse side for important information.
--------------------------------	----------	---------------------	---

IF PAID IN TOTAL DUE	NOV	DEC	JAN	FEB	MARCH
	283.31	286.26	289.21	292.16	295.11

RETAIN THIS PORTION FOR YOUR RECORDS

DORIS MALOY
LEON COUNTY TAX COLLECTOR

2003 REAL ESTATE

Folio 0069119

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESC	CD	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE	MILLAGE CODE
2420100000371			1,000	0	1,000	2

R

0007367 D1 AV 0.278 **AUTO T7 0 0872 32302-1



ROWE DRILLING CO INC
PO BOX 1389
TALLAHASSEE FL 32302-1389

24-20-10
NORTH LAKE MEADOWS UNIT 2 UNREC
WELL SITE- PART OF LOT 37 OR 113
9/163

TAXES BECOME DELINQUENT APRIL 1ST



AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE (DOLLARS PER \$1,000 OF TAXABLE VALUE)	TAXES LEVIED
C100 LEON COUNTY GENERAL FUND	3.6000	3.60
FINE & FORFEITURE	4.9500	4.95
C130 LEON COUNTY - MSTU EMS	.5000	.50
C120 LEON COUNTY - MSTU HEALTH	.1200	.12
S100 SCHOOL BOARD LOCAL REQ EFFORT	5.7410	5.74
OPERATING (DISC)	.6760	.68
CAP OUTLAY (DISC)	2.0000	2.00
DEBT SERVICE	.8070	.81
W100 NW FLA WATER MD	.0500	.05
TOTAL MILLAGE	18.4440	AD VALOREM TAXES
		\$18.45

910.01

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT
		NON-AD VALOREM ASSESSMENTS
		\$.00

COMBINED TAXES AND ASSESSMENTS

\$18.45

PAY ONLY ONE AMOUNT

See reverse side for important information.

IF PAID IN TOTAL DUE

NOV 17.71

DEC 17.90

JAN 18.08

FEB 18.27

MARCH 18.45

RETAIN THIS PORTION FOR YOUR RECORDS

1. 7/21/77

THIS AGREEMENT, Made and entered into on this 22 day of April A. D. 1961, by and between HAROLD A. DAVIS and EVELYN P. DAVIS, his wife, parties of the first part, and J. U. ROWE and RUFUS ROWE, co-partners doing business under the name of ROWE BROTHERS WELL DRILLING COMPANY, parties of the second part, all of the parties hereto being of the County of Leon, State of Florida,

WITNESSETH:

That the parties hereto, for and in consideration of the sum of money to be paid and the services to be rendered, as hereinafter set forth, mutually agree and stipulate as follows:

1.

That the parties of the first part will, within five days after this agreement is executed, convey to the parties of the second part, by a Warranty Deed, two parcels of real property situate in a tract of land owned by parties of the first part and known as "MEADOW HILLS", in Leon County, Florida, the two parcels to be conveyed being particularly described as follows:

The following parts or portions of Section 26, Township 1 North, Range 1 East, to-wit:

Begin at the Southeast corner of the Northwest quarter of the Northeast quarter of said Section 26 and from said point run South 89 degrees 28 minutes East 40.0 feet, thence North 00 degrees 30 minutes East 20 feet to a point which is the point of beginning; thence run North 89 degrees 28 minutes West 60.0 feet, thence South 00 degrees 30 minutes West 20 feet, thence North 89 degrees 28 minutes West 40 feet, thence North 00 degrees 30 minutes East for a distance of approximately 190 feet to the South boundary of a street, 60 feet in width, thence northeasterly along said street boundary a distance of 104.4 feet, more or less, to a point, thence South 00 degrees 30 minutes West 200 feet to the point of beginning.

ALSO: Commence at the Northwest corner of the Southwest quarter of the Northeast quarter of said Section 26 and run thence South along the East line thereof a distance of 777.67 feet, thence West parallel to the North line thereof a distance of 770 feet to a point which is the point of beginning; thence run North 40 feet to the West line of a street, thence East along said street line 50 feet to the West line of another street, thence South along last mentioned line 40 feet, thence West 50 feet to the point of

and such deed shall contain a clause whereby the title to said two lots will revert to the parties of the first part, their heirs or assigns, in event the use of said two lots is discontinued as a site for the waterworks hereinafter provided for.

2.

The parties of the second part shall have and are hereby given the right to lay, or install, water mains to serve each lot bordering any street, or road, which now exists, or which may be hereafter established in the tract of land owned by the parties of the first part, situate in Leon County, Florida, and briefly described as follows:

Commence at the Northeast corner of Section 26, Township 1 North, Range 1 East, thence run South along the Eastern boundary of said Section 26 for a distance of 80 feet, more or less, to a point on the Southern boundary of State Road No. 158 (Buck Lake Road) to a point which is the point of beginning; from said point of beginning run East 1341.5 feet to a point, thence South 1356.8 feet to a point, thence East 3200 feet, more or less, to a point on the Northern shore of Lake Lafayette, thence in a Northeasterly direction along the Northern shore line of said Lake Lafayette for a distance of 1758.75 feet to a point, thence run North 662.8 feet to a point, thence West 660 feet to a point, thence North 1,320 feet to a point, thence North 1,165 feet, more or less, to a point on the Southern right of way line of said State Road No. 158, then in an Easterly direction along the Southern right of way line of said State Road No. 158 for a distance of 3,296 feet, more or less, to the point of beginning. The said tract of land being herein referred to as "MEADOW HILLS".

3.

That the parties of the second part will install, maintain and operate a system of waterworks on the two lots, conveyed to them as hereinbefore mentioned, and along the streets, or roads, mentioned in paragraph 2 above, for a period of 25 years, or until this agreement is terminated by the mutual consent of all parties hereto. That such waterworks system shall, at all times, be so maintained and operated as to furnish an adequate supply of water, and water pressure, to all houses located in said tract of land known as "MEADOW HILLS", and will furnish an adequate supply of water for domestic purposes to all of said lots for the price and upon the terms herein contained.

4.

The parties of the second part will, within 30 days after the execution and delivery of the aforementioned deed, commence the installation of the said system of waterworks by drilling one eight-inch (8") water well on one of the parcels of land conveyed by the aforementioned deed and will have such well ready for use in supplying water to any house hereinafter constructed on any lot in said "MEADOW HILLS" tract of land, within 120 days from the date of this agreement.

5.

That upon the completion of the well mentioned in the previous paragraph, the parties of the second part will, without unnecessary delay, lay a water main, or mains, from said well along the street or streets, road or roads, in said "MEADOW HILLS" tract of land, on which there is any house under construction, or completed (except house now occupied by said parties of the first part), and will provide for a connection for each lot served by any such water main. That when the construction of a house is commenced on any lot, the parties of the second part will, upon payment to them by the owner of the lot, of a tapping fee in the amount of One Hundred/ ^{Twenty Five} (\$125.00) Dollars which will include cost of piping from water main to connection on lot line, connect said lot with the water system and supply water to the said lot under the following conditions.

6.

After water is made available to any lot by the installation of the aforementioned water main and connection thereof with the lot, the parties of the second part shall be entitled to make a monthly water charge of \$1.75 minimum until a house is completed on such lot, and such charge shall be paid by the owner of the lot. After a house is completed on any lot, the parties of the second part will install a water meter and the monthly charge for water, after such meter is installed, shall be \$4.00 minimum, representing the charge for the first 5,000 gallons of water used per month by such house, or lot, plus 40 cents per thousand gallons for any water in excess of 5,000 gallons per month. The water bills shall

be payable by the 10th of each month, and if not paid by the 10th of each month, the parties of the second part shall be entitled to a late charge of \$1.00. In event the water bill is not paid by the 20th of the month, the parties of the second part shall have the right to cut the water off from said lot and to make a cut-off charge of \$5.00 for failure to pay the water bill, and to make a charge of \$5.00 for reconnecting the premises with the water. The house and lot now occupied by the parties of the first part as their home, shall be entitled to connect with said water system and be served thereby upon the same terms and conditions hereinbefore set forth for the other lots in said tract of land, as soon as a water main is installed in the street or road bordering said lot.

7.

That all expense involved in the installation, operation and maintenance of such waterworks system shall be promptly paid by parties of the second part.

8.

That in event parties of the second part desire to sell and convey the system of waterworks, including the two lots hereinbefore described, during the existence of this agreement, the parties of the first part shall have the first refusal of purchasing such waterworks system, including the two lots and easement hereinbefore described, at the price and upon the terms the same are then offered for sale and shall have a period of thirty (30) days, after being notified by said parties of the second part that they desire to sell the waterworks system and in which notice the price and terms shall be quoted, in which to consummate the purchase thereof. If within such thirty (30) day period the parties of the first part fail to exercise the right to purchase such waterworks system, the parties of the second part shall be free to dispose of same to any other purchaser.

9.

That this agreement shall be binding upon the parties hereto, their heirs, legal representative, or assigns.

IN WITNESS WHEREOF, The said parties hereto have hereunto set their hands and seals, in duplicate, to this instrument, the day and year first above written.

Signed, sealed and delivered
in the presence of:

Harold A. Davis (SEAL)
 Harold A. Davis
Mrs. Evelyn P. Davis (SEAL)
 Evelyn P. Davis
J. U. Rowe (SEAL)
 J. U. Rowe
Rufus Rowe (SEAL)
 Rufus Rowe

STATE OF FLORIDA
COUNTY OF LEON

Before me, the undersigned authority, this day personally appeared Harold A. Davis and Evelyn P. Davis, his wife, known by me to be the persons so named in and who executed the foregoing instrument of writing and acknowledged the execution thereof as and for their own free act and deed and for the uses and purposes therein expressed.

Witness my hand and Notarial Seal at Tallahassee, Florida, this 5th day of April A.D. 1961.



N. P. STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES 1-27-62

STATE OF FLORIDA
COUNTY OF LEON

Before me, the undersigned authority, this day personally appeared J. U. Rowe and Rufus Rowe, known by me to be the persons so named in and who executed the foregoing instrument of writing and acknowledged the execution thereof as and for their own free act and deed and for the uses and purposes therein expressed.

Witness my hand and Notarial Seal at Tallahassee, Florida, this 5th day of April A. D. 1961.

N. P. STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES 1-27-62

RECORDED AND INDEXED
APR 11 1961
TALLAHASSEE, FLORIDA

APR 11 1961

ATTORNEY GENERAL'S OFFICE

LICENSE AND PERMIT

FROM

BOARD OF COUNTY COMMISSIONERS, LEON COUNTY, FLORIDA
(hereinafter called the Board)

J. W. Rowe and Rufus Rowe, ^{TO} Co-partners, Trading and Doing Business
as Rowe Brothers Well Drilling Company

(hereinafter called the Licensee)

to construct, maintain, repair, operate, and remove lines for the
transmission of Water under, on,
over, across, and along the following described County highways,

to-wit:

Davis Drive, Lester Road, Vernon Road, Quail Road, Dove Road
and Meeks Road, in Meadow Hills, Unit #1, as per plat recorded
in Plat Book 4, at page 55 of the Public Records of Leon County,
Florida.

said County highways being outside the limits of any municipality,
and hereinafter referred to as the "highway."

This license and permit is subject to the following
conditions, limitations, and restrictions:

(1) The licensee shall provide and file with the
Board a map or plat of the above highway, showing thereon the
proposed location of the lines and shall lay such lines at
locations shown on said map or plat.

Page Two

(2) The lines shall be laid not less than 4 feet below the surface of the highway.

(3) The licensee shall repair any damage or injury to the highway caused by the exercise of the privilege herein granted and shall promptly restore the same to the same condition which existed immediately prior to any damage or injury done the highway.

(4) The licensee shall hold Leon County, the Board of County Commissioners and the members thereof harmless from the payment of any compensation or damages resulting from the exercise of the privileges granted herein.

(5) Licensee shall lay said lines with due regard for the safety and convenience of the public and the Board reserves the right to designate the time at which excavation work may be done and to prescribe special safety measures to be taken by the licensee to safeguard the safety and convenience of the public.

(6) This license is for a period of 25 years, subject, however, to termination by the Board in the event the highway shall be closed, abandoned, vacated, discontinued, or reconstructed.

(7) In the event of widening or repair or reconstruction of the highway, the licensee shall, at the direction of the Board, move or remove lines at no cost to Leon County.

BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA

BY: *Robert H. Hall*
Its Chairman

ATTEST:

Paul J. Spatofield
Clerk of the Circuit Court
Leon County, Florida

Missing Leon County Agreement - happened after 1980

The Tax Roll is compiled by the Legal Descriptions as recorded in the Public Records of Leon County. Location addresses are not used in the preparation of the Tax Roll. They should not be used for title searches or preparation of legal documents. Parcel ID numbers are for the certified year only.

Parcel Information

Parcel ID : 2420100000371
 Parent Parcel: 2419204040000
 Owner(s) : ROWE DRILLING CO INC
 PO BOX 1389
 TALLAHASSEE FL 32302

Location : NOLA CT
 Legal: NORTH LAKE MEADOWS UNIT 2
 UNREC
 WELL SITE- PART OF LOT 37
 OR 1139/163

Sales Information

Date Price Book Page Imp/Vac Instrument Type

All information provided by this online internet resource is subject to verification by the Leon County Property Appraiser office. The Parcel and Sale Information is updated daily.

2011 Certified Property Value

Taxing Authority	Rate	Market	Assessed	Exempt	Taxable
County	7.85	\$1.00	\$1.00	\$0.00	\$1.00
MSTU - EMS	0.5	\$1.00	\$1.00	\$0.00	\$1.00
School - State Law	5.536	\$1.00	\$1.00	\$0.00	\$1.00
School - Local board	2.498	\$1.00	\$1.00	\$0.00	\$1.00
City	3.7	\$1.00	\$1.00	\$0.00	\$1.00
Water Management	.045	\$1.00	\$1.00	\$0.00	\$1.00

Building Value: \$0.00 Land Value: \$1.00 SOH Differential: \$0.00

2011 Building Information

Property Use :0000 - Vacant Residential

Actual Year Built Base SQ Ft Auxiliary SQ Ft Millage Code Classified Use Number of Buildings

0 0 2 0 0

NORTH LAKE MEADOWS

DR1139PC 163

THIS INSTRUMENT PREPARED BY:
JAMES O. SHELFER, Attorney
300 Lewis State Bank Bldg.
Tallahassee, FL 32301
(904) 222-6543

QUITCLAIM DEED

THIS QUITCLAIM DEED, executed this 16th day of October, 1984, by FRED G. SHELFER, SR. and ALICE M. BARRIENTOS, Grantor, to ROWE DRILLING COMPANY, INC., whose address is 7580 W. Tennessee St., Tallahassee, Fl 32304, Grantee. Whenever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context requires.

W I T N E S S E T H :

The Grantor, for good and valuable consideration, hereby releases and quitclaims to the Grantee, all the right, title, interest, claim and demand which the Grantor has in that parcel of land, situate, lying and being in the County of Leon, State of Florida, to-wit:

Commence at the Northwest corner of the South Half of the Northeast Quarter of Section 19, Township 2 North, Range 1 West, Leon County, Florida and then run South 00 degrees 17 minutes 38 seconds East along the Quarter Section line 3726.47 feet to a concrete monument on a fence line, then run along said fence line as follows: East along the South boundary of Farm View Estates (unrecorded) 1746.41 feet to a concrete monument, then run North 00 degrees 53 minutes 48 seconds East along said boundary of Farm View Estates (unrecorded) 135.07 feet to a concrete monument, then continue North 00 degrees 53 minutes 48 seconds East along the boundary of said Farm View Estates (unrecorded) 913.87 feet to a concrete monument, then run North 89 degrees 46 minutes 00 seconds East 750.15 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 89 degrees 46 minutes 00 seconds East 201.00 feet, then leaving said fence line run South 00 degrees 14 minutes 00 seconds East 50.00 feet, thence run South 89 degrees 46 minutes 00 seconds West 52.00 feet, thence run North 00 degrees 14 minutes 00 seconds West 35.00 feet, thence run South 89 degrees 46 minutes 00 seconds West 134.29 feet, thence run South 00 degrees 53 minutes 48 seconds West 95.40 feet, thence run North 89 degrees 06 minutes 12 seconds West 15.00 feet, thence North 00 degrees 53 minutes 48 seconds East 110.10 feet to the POINT OF BEGINNING; containing 0.14 acres, more or less.



LEON COUNTY

RECORDED IN THE PUBLIC RECORDS OF FLA.
NOV 19 3 38 PM 1984
PAUL J. ... CLERK OF CIRCUIT COURT

694489

The Grantee shall have all of the estate, right, title, or interest of the Grantor, either in law or equity.

OR1139PG 164

IN WITNESS WHEREOF, the Grantor has delivered this Deed
the day and year first above written.

WITNESSES:

Lavern D. Tompkins

Fred G. Shelfer, Sr.
FRED G. SHELFER, SR.

Walter E. Smith

Lavern D. Tompkins

Alice M. Barrientos, by Fred G. Shelfer, Sr.
ALICE M. BARRIENTOS, by FRED G. SHELFER, SR. as Attorney-in-Fact for ALICE M. BARRIENTOS by Power of Attorney recorded in Official Records Book 1107, Page 555 of the Public Records of Leon County, Florida.

Walter E. Smith

STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing Quitclaim Deed was acknowledged before me
by FRED G. SHELFER, SR. on this 16th day of October, 1984.

Lavern D. Tompkins
NOTARY PUBLIC

My Commission Expires Feb. 15, 1987
Notary Public, State of Florida
Bonded thru Fidelity Insurance, Inc.



STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing Quitclaim Deed was acknowledged before me
by FRED G. SHELFER, SR. as Attorney-in-Fact for ALICE M. BARRIENTOS
on this 16th day of October, 1984.

Lavern D. Tompkins
NOTARY PUBLIC

My Commission Expires Feb. 15, 1987
Notary Public, State of Florida
Bonded thru Fidelity Insurance, Inc.



Missing Leon County Agreement - happened after 1980

DORIS MALOY
LEON COUNTY TAX COLLECTOR

2003 REAL ESTATE

Folio 0024374

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCI	CD	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE	MILLAGE CODE
121750 80051			500	0	500	2

R

0007367 01 AV 0.278 **AUTO T7 0 0872 32302-1



ROWE DRILLING CO INC
PO BOX 1389
TALLAHASSEE FL 32302

12-17-50
PLANTATION ESTATES UNIT 5 .172 A
PART OF LOTS 5 & 6 BLOC K B WELL
SITE OR 1383/1421

TAXES BECOME DELINQUENT APRIL 1ST

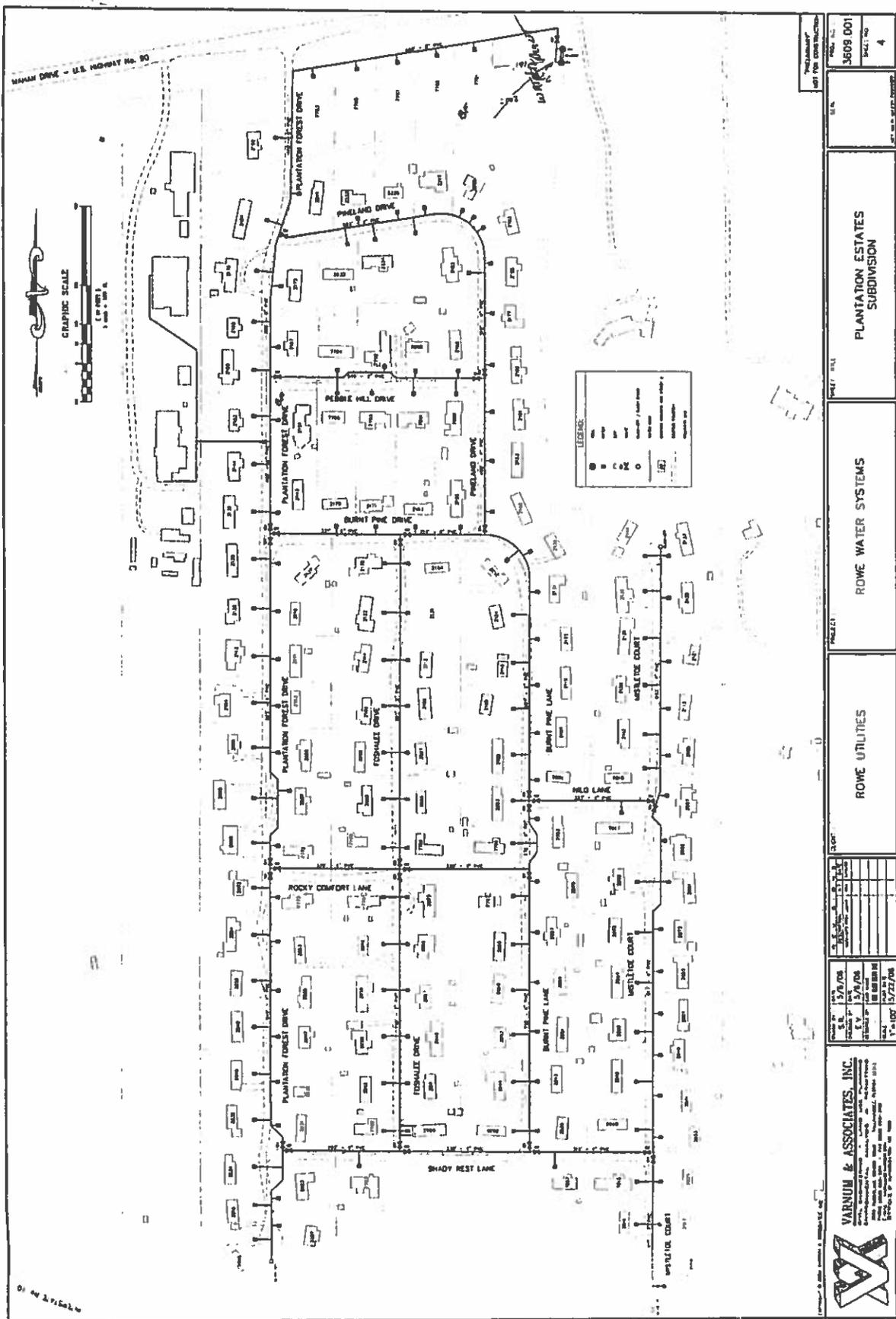
AD VALOREM TAXES		
TAXING AUTHORITY	MILLAGE RATE (DOLLARS PER \$1,000 OF TAXABLE VALUE)	TAXES LEVIED
C100 LEON COUNTY GENERAL FUND	3.6000	1.80
FINE & FORFEITURE	4.9500	2.48
C130 LEON COUNTY - MSTU EMS	.5000	.25
C120 LEON COUNTY - MSTU HEALTH	.1200	.06
S100 SCHOOL BOARD		
LOCAL REQ EFFORT	5.7410	2.87
OPERATING (DISC)	.6760	.34
CAP OUTLAY (DISC)	2.0000	1.00
DEBT SERVICE	.8070	.40
W100 NW FLA WATER MD	.0500	.03
<i>910.01</i>		
TOTAL MILLAGE	18.4440	AD VALOREM TAXES
		\$9.23

NON-AD VALOREM ASSESSMENTS	
LEVYING AUTHORITY	AMOUNT
NON-AD VALOREM ASSESSMENTS	
\$.00	

COMBINED TAXES AND ASSESSMENTS	\$9.23	PAY ONLY ONE AMOUNT	See reverse side for important information.
---------------------------------------	---------------	----------------------------	---

IF PAID IN TOTAL DUE	NOV	DEC	JAN	FEB	MARCH
	8.86	8.95	9.05	9.14	9.23

RETAIN THIS PORTION FOR YOUR RECORDS



VARNUM & ASSOCIATES, INC. 1000 Peachtree Street, N.E. Atlanta, Georgia 30309 Phone: (404) 525-1100 Fax: (404) 525-1101 www.varnum.com	S.S. 5/6/08 PROJECT 5/6/08 SHEET NO. 3609 001 DATE 5/6/08	ROWE UTILITIES ROWE WATER SYSTEMS PLANTATION ESTATES SUBDIVISION	PROJECT NO. 3609 001 SHEET NO. 4 TOTAL SHEETS 4
	S.S. 5/6/08 PROJECT 5/6/08 SHEET NO. 3609 001 DATE 5/6/08		



BOARD OF COUNTY COMMISSIONERS

DEPARTMENT OF PUBLIC WORKS
LEON COUNTY COURTHOUSE / TALLAHASSEE, FLORIDA 32301
(904) 488-9300

COMMISSIONERS:

DOUG NICHOLS
DISTRICT 1

GAYLE NELSON
DISTRICT 2

JIM CREWS
DISTRICT 3

ROBERT K. HENDERSON
DISTRICT 4

J. LEE VAUSE
DISTRICT 5

DIVISIONS OF
ADMINISTRATION
ENGINEERING
ENVIRONMENTAL SERVICES
OPERATIONS
UTILITY SERVICES

February 16, 1981

Sedgefield Sub.

Mr. H. Lamar Rowe
Rowe Drilling Company
Post Office Box 1363
Tallahassee, FL 32302

Dear Mr. Rowe:

Please be advised that on November 14, 1980, the Board of County Commissioners approved your application to operate the existing Sedgefield Water System. A copy of the approved service area boundary map is attached.

As outlined in County Ordinance 80-29, all water and sewage disposal systems are required to adhere to all applicable Federal, State, and local rules and regulations. Also, attached for your convenience are forms to be used for your annual statement of gross service revenues and annual system fee for your system.

If you have any questions pertaining to this subject, please feel free to contact me at 1123 Thomasville Road, or telephone 488-9307.

Sincerely yours,

Joseph A. Vonasek
Utilities Coordinator

JAV/lmf

Attachments

Board of County Commissioners

Agenda Request

TO: Honorable Chairman & Members of the Board

FROM: James W. Parrish, County Administrator

SUBJECT: Application by Mr. Lamar Rowe to "Grandfather-In" the Sedgefield Water System Service Area

DATE: October 23, 1980

RECOMMENDATION:

It is recommended that the Board of County Commissioners approve the application of Mr. Lamar Rowe to operate the existing Sedgefield Water System within the modified boundary indicated on the attached map. And, designate such area as Leon County Water Service Area Number 19.

STATEMENT OF ISSUE:

County Ordinance 80-29 provides for owners of existing systems, upon application and submission of information requested by the County, be authorized to operate a water and/or sewer system within a specific geographical area. Mr. Rowe has submitted the application and information. The service area boundary now needs to be established.

ALTERNATIVE:

Approve only Units 1, 2, and 3, where pipes exist.

ANALYSIS:

This application pertains to a system located within the City Water/Sewer Zone. In accordance with the City/County Sanitary Sewer and Water Agreement, the City of Tallahassee is designated as the exclusive provider of water and sanitary sewer services within this zone. The County agreed that it would not operate a system within the City Zone and further, would not establish a service area boundary unless the City concurred in the boundary to be established.

Honorable Chairman & Members of the Board
Agenda Request -- Sedgefield Water System
October 23, 1980
Page Two

The majority of the Sedgefield Development has been completed according to the conceptual plan. The Technical Coordinating Committee reviewed the completion of construction of the Sedgefield Project on August 18, 1980. There were no objections made to the use of a privately owned water system. The system owner and the City concur in the modified service area.

JWP/JMB/lmf

Board of County Commissioners

INTER OFFICE MEMORANDUM

DATE: November 5, 1980

TO: Department Heads

FROM: James W. Parrish, County Administrator *JWP*

SUBJECT: Agenda Followup to ~~BCC Meeting of November 5, 1980~~

SCHEDULED PUBLIC HEARINGS

- Item 1. Approved Supplemental Budget requests.
- Item 2. Approved rezoning request for Roy Shuford.
- Item 3. Approved rezoning request for Bradley Munroe.
- Item 4. Approved rezoning request for Kid's Venture, Inc.
- Item 5. Approved rezoning request for Warren Wise.
- Item 6. Rezoning request concerning Dynamic Investments, Inc. was continued to 11-25-80 meeting at 3:30 P.M.
- Item 7. Approved rezoning request submitted by the Planning Commission on the C. T. Herring property.
- Item 8. Denied recommendation of Planning Commission regarding rezoning request for John Gamble and called for a meeting of the BCC and Planning Commission to review this matter. The item is scheduled for re-consideration at the 11-25-80 public hearing meeting. Mark Stamps to notify Mr. David Stevenson of 2029 Doomar Drive when this item is to be considered by the Board and the Planning Commission.
- Item 9. Public Hearing was continued to November 17 at 12 Noon. Jon Martin to provide update on right-of-way acquisition status for Miccosukee Road.

CONSENT AGENDA

- tem 10. Approved Killearn Improvement Trust Agreement Withdrawal Request.
- tem 11. Approved award of bids for building supplies and bricks.

Agenda Followup to BCC Meeting of November 4, 1980
Page 2
November 5, 1980

- tem 12. Approved adoption of Resolution Requesting Eligibility Under the Land and Water Conservation Fund Program.
- tem 13. Approved Budget Amendments, items a; b and c.
- tem 14. Approved Private Sector Initiative Program Title VII Plan.
- tem 15. Approved issuance of Duplicate Tax Certificate.
- tem 16. Approved maintenance bond release for Meadows at Woodrun, Unit II.
- tem 17. Approved bills and vouchers submitted by the Clerk of the Court.

COUNTY ADMINISTRATOR

- tem 18. Approved by Resolution fire safety improvements for Leon County Jail. County Administrator to negotiate with architect for such improvements Reschedule for 11-18-80 for Board to consider.

- tem 19. ~~Approved all applications to Grandfather in existing water systems. Public Works to prepare necessary letters to advise applicants of approval.~~

JAMES
BARINEAU

GENERAL BUSINESS

- tem 20. Board approved County Administrator's recommendation to not accept right-of-way for Sandstone Boulevard.
- tem 21. Board directed Planning Department staff to work with CONA on a process for notifying of public homeowners associations for proposed rezoning cases.
- tem 22. Board approved appointment of Andrew Dann as Chairman of the Leon/Gadsden Consortium's Advisory Council and reappointed Mr. Dann as the labor representative for an additional two-year term. John Alrich to provide Mr. Dann with letter of appointment.
- tem 23. Board denied the request of Mr. Savage to abandon Elk Horn Landing and directed Public Works Department to determine usage of the landing over a twelve month period and report back to the Board at the end of that time. DEVELOP PLAN OF ACTION.
- tem 24. Board consensus was favorable to staff's response to state comments on Comprehensive Plan. Board will discuss specific meeting schedule at the November 10 joint City/County Commission Meeting.

Tully.

AGENDA
3:00 P.M.

BOARD OF COUNTY COMMISSIONERS
REGULAR PUBLIC MEETING

~~NOVEMBER 21, 1999~~

INVOCATION
PLEDGE OF ALLEGIANCE TO THE FLAG
PRESENTATIONS & AWARDS

SCHEDULED PUBLIC HEARINGS - 3:30 P.M.

1. Supplemental Budget
2. Rezoning Request - Roy Shuford - Agricultural 2 to Residence 1
3. Rezoning Request - Bradley Munroe - Agricultural 2 to Residence 3
4. Rezoning Request - Kid's Venture, Inc. - Agricultural 2 to Mobile Home 1
5. Rezoning Request - Warren Wise - Agricultural 2 to Commercial 2
6. Rezoning Request - Dynamic Investments, Inc. - Agricultural 2 and Mobile Home 2 to Residence 3 and Commercial 1
7. Rezoning Request - Planning Commission (C.T. Herring property) - Agricultural 2 to RM-1
8. Rezoning Request - John Gamble - Agricultural 2 and Residence 1 to RM-2
9. Community Development - Public Hearing - 4:00 P.M.

CONSENT AGENDA

10. Killlearn Improvement Trust Agreement Withdrawal Request
11. Award of Bid(s)
 Building Supplies

- PAGE 2 -

AGENDA
3:00 P.M.

BOARD OF COUNTY COMMISSIONERS
REGULAR PUBLIC MEETING
NOVEMBER 4, 1980

COUNTY ADMINISTRATOR (continued)

~~Applications on to Grandfather and Existing Water Systems~~

- a. Register Trailer Park
- b. Barineau's Trailer Park
- c. Hayes Mobile Home Park
- d. Southern Pines

~~Special Items~~

GENERAL BUSINESS

20. Paving of Sandstone Boulevard (Commissioner Vause)
21. Proposed Resolution on Land Use Planning (Commissioner Henderson)
22. Appointment of New Chairperson to Leon/Gadsden Consortium's Advisory Council
23. Request to Abandon Elk Horn Landing
24. Discussion of Tentative Comprehensive Plan Meeting and Related Procedural Issues

COUNTY ATTORNEY

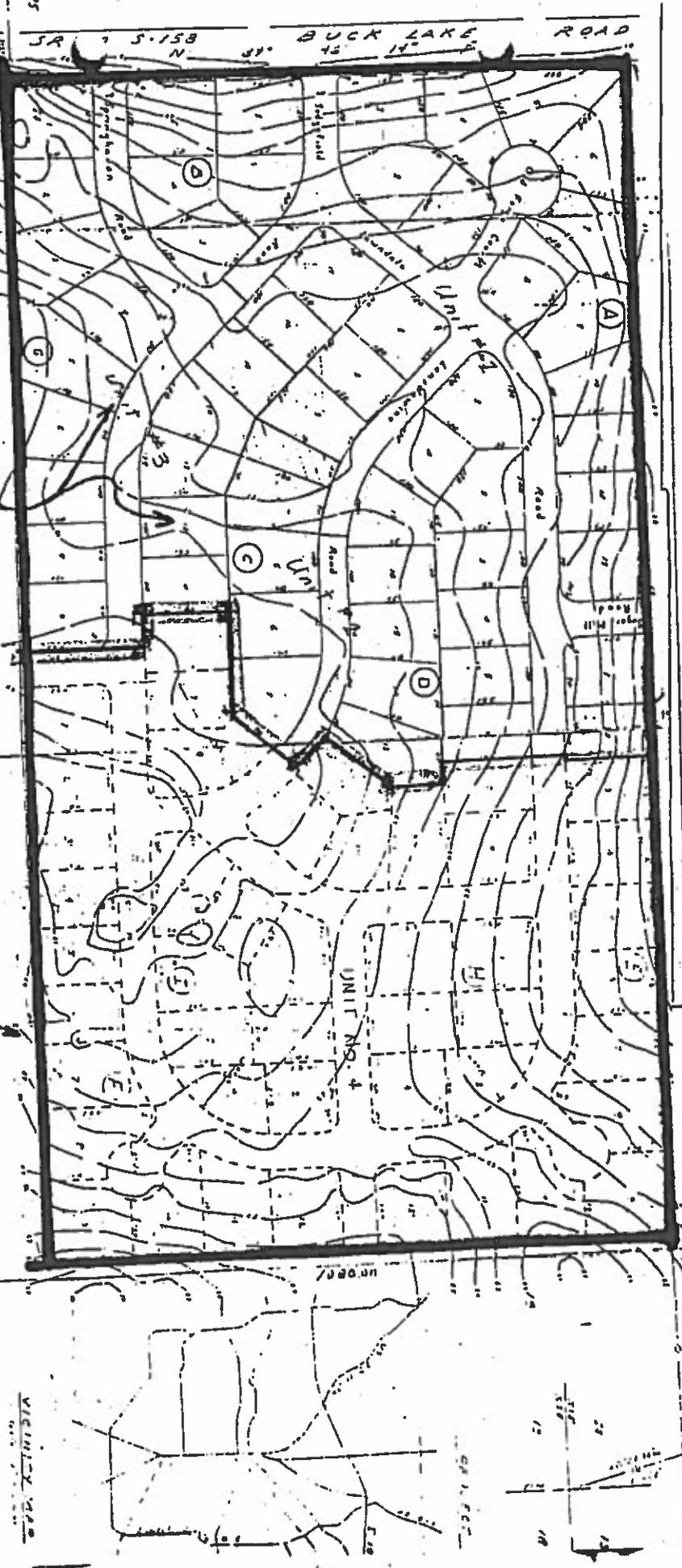
CITIZENS TO BE HEARD

SEDFIELD WATER SYSTEM
LEON COUNTY WATER SERVICE AREA #19

APPROVED BY LEON COUNTY BOARD
OF COUNTY COMMISSIONERS ON: *March 14, 1980*
James M. Barineau
JAMES M. BARINEAU, DIRECTOR
DIVISION OF UTILITIES SERVICES

EXISTING SYSTEM
Units 1, 2, and 3

Unit 4--MODIFIED SERVICE AREA BOUNDARY



Existing Low Lines
Proposed Low Lines

Sedgelyield Unit No. 4
Single Family Connections
51 Feet

James M. Barineau
JAMES M. BARINEAU, DIRECTOR
DIVISION OF UTILITIES SERVICES

Scale
1" = 500'
1" = 100'
1" = 50'
1" = 25'
1" = 12.5'
1" = 6.25'
1" = 3.125'

DATE: 3/14/80
BY: JMB
CHECKED: JMB
APPROVED: JMB

AV0085444 00044220
DORIS MALOY
 LEON COUNTY TAX COLLECTOR

2003 REAL ESTATE
 NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

Folio 0014605

ACCOUNT NUMBER	ESC.	CD	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE	MILLAGE CODE
112470 0001			1,500	0	1,500	2

R

0085444 02 AV 0.503 **AUTO H1 1 0872 32302-1



ROWE DRILLING CO INC
 PO BOX 1389
 TALLAHASSEE FL 32302

11-24-70
 SEDGEFIELD UNIT 2 24 1N 1E .183
 A WELL SITE OR 900/2249

TAXES BECOME DELINQUENT APRIL 1ST

AD VALOREM TAXES		
TAXING AUTHORITY	MILLAGE RATE (DOLLARS PER \$1,000 OF TAXABLE VALUE)	TAXES LEVIED
C100 LEON COUNTY GENERAL FUND	3.6000	5.40
FINE & FORFEITURE	4.9500	7.43
C130 LEON COUNTY - MSTU EMS	.5000	.75
C120 LEON COUNTY - MSTU HEALTH	.1200	.18
S100 SCHOOL BOARD		
LOCAL REQ EFFORT	5.7410	8.61
OPERATING (DISC)	.6760	1.01
CAP OUTLAY (DISC)	2.0000	3.00
DEBT SERVICE	.8070	1.21
W100 NW FLA WATER MD	.0500	.08
TOTAL MILLAGE 18.4440		AD VALOREM TAXES \$27.67

910.01

NON-AD VALOREM ASSESSMENTS	
LEVYING AUTHORITY	AMOUNT
NON-AD VALOREM ASSESSMENTS \$.00	

COMBINED TAXES AND ASSESSMENTS \$27.67 **PAY ONLY ONE AMOUNT** See reverse side for important information.

IF PAID IN TOTAL DUE	NOV	DEC	JAN	FEB	MARCH
	26.56	26.84	27.12	27.39	27.67

RETAIN THIS PORTION FOR YOUR RECORDS

WARRANTY DEED

STONE CONSTRUCTION COMPANY, INC. and SKIPPER LANE, INC., corporations organized and existing under the laws of the State of Florida, the Grantors, in consideration of the sum of TEN DOLLARS and other valuable consideration, received from ROWE DRILLING COMPANY, INC., a corporation organized and existing under the laws of the State of Florida, the Grantee, of Leon County, Florida, hereby, on this 8/1 day of June, 1978, convey to the Grantee the real property in Leon County, Florida, described as:

Begin at the Northeast corner (also the most Easterly corner) of Lot 3, Block "C" of Sedgefield Unit No. 1, a subdivision according to the plat thereof as recorded in Plat Book 7 page 58 of the Public Records of Leon County, Florida, and run North 58 degrees 50 minutes 23 seconds West along the Northeasterly boundary line of said Lot 3, 163.87 feet to the Easterly boundary line of the 60 foot right of way of Lansdowne Road and a point on a curve, thence Northeasterly along said boundary line curve concave to the Northwest, having a radius of 325.00 feet and a central angle of 07 degrees 03 minutes 07 seconds for an arc distance of 40.00 feet (the chord of said arc bears North 27 degrees 38 minutes 04 seconds East 39.98 feet) thence run South 65 degrees 53 minutes 29 seconds East 158.21 feet, thence run South 22 degrees 14 minutes 13 seconds West 60.06 feet to the Point of Beginning, containing 0.183 acres, more or less.

and covenant that the property is free of all encumbrances, that lawful seisin of and good right to convey that property are vested in the Grantors, and that the Grantors hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whosoever, except as to taxes for the year 1978 and all subsequent years, and any restrictive covenants of record.

Signed in the presence of:

STONE CONSTRUCTION COMPANY, INC.

Marilyn W. Midyette

By [Signature] (SEAL)

As President

Michael G. Rowe

This instrument prepared by John C. Cooper

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me
this 8th day of June, 1978, by _____
Mode L. Stone, Jr. of STONE CONSTRUCTION COMPANY,
INC., a Florida corporation, on behalf of the corporation.

Marilyn W. Midgatte
Notary Public

Notary Public, State of Florida at Large
My Commission Expires Sept. 1, 1981
Elected by American People & County Commission

Signed in the presence of: SKIPPER LANE, INC.

Andrew B. Collier By Mary B. Shupford (SEAL)
As President
Andrew B. Collier

STATE OF FLORIDA
COUNTY OF LEON

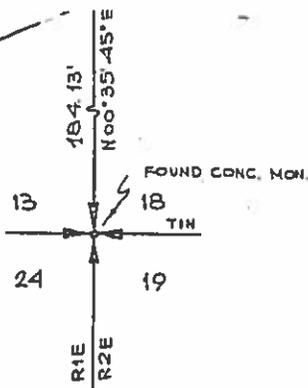
The foregoing instrument was acknowledged before me
this 8th day of June, 1978, by Mary B.
Shupford as President of SKIPPER LANE, INC., a
Florida corporation, on behalf of the corporation.

Andrew B. Collier
Notary Public

Notary Public, State of Florida at Large
My Commission Expires May 25, 1981
Elected by American People & County Commission

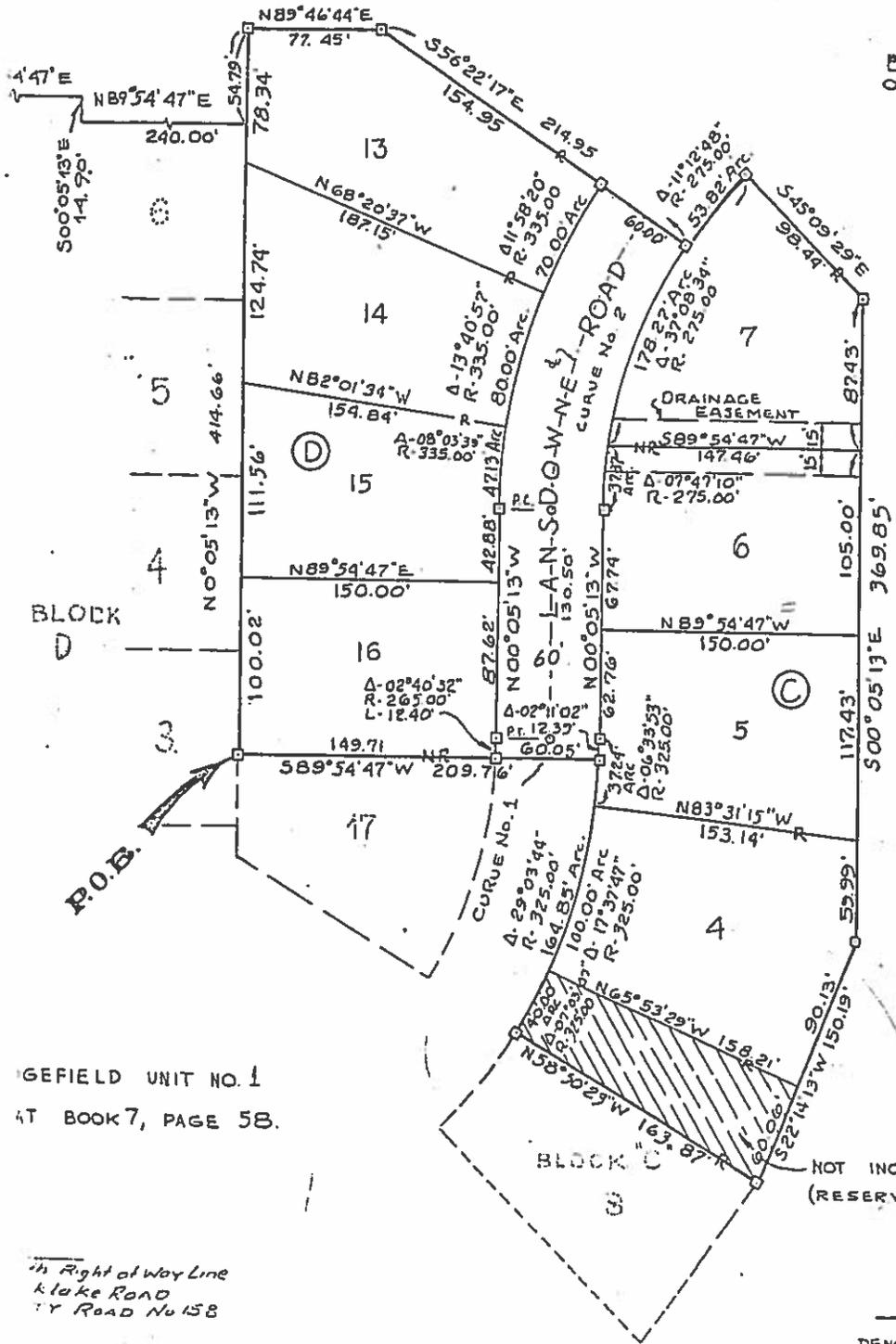
This instrument prepared by John C. Cooper

TE ROAD 10 (U.S. 90)
567°49'00"W
R/W LINE 1170.35'



IRON PIPE
BEARING BASE:
BOUNDARY LINE AGREEMENT
DATED 30, SEPT. 1975 AS
RECORDED IN OFFICIAL RECORD
BOOK 779, PAGE 683,
PUBLIC RECORDS OF LEON
COUNTY, FLORIDA.

UNPLATTED LANDS



△ Radius
· Length
· Tangent

UNPLATTED LANDS

GEFIELD UNIT NO. 1
AT BOOK 7, PAGE 58.

1/2" Right of Way Line
Lake Road
BY ROAD No 158

NOT INCLUDED IN THIS PLAT
(RESERVED FOR WATER WORK)

DENOTES PERMANENT REF
MONUMENT 4" x 4" x 24" CON
MONUMENTS WITH 1/2 INCH
ALUMINUM DISK MARKED 'P'