

RESOLUTION NUMBER 24-88

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA; ACCEPTING A LIFT STATION EASEMENT WITHIN JOHNSON'S POINT TOWNHOMES SUBDIVISION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL RELATED AGREEMENTS.

WHEREAS, JP Townhomes, LLC has executed and presented to the City an easement for the installation, operation and maintenance of a lift station and associated utility lines within Johnson's Point Townhomes Subdivision, attached hereto as Exhibit "A," incorporated herein by reference and made a part hereof; and

WHEREAS, the City has reviewed and approved the easement incorporated by reference and made a part hereof; and

WHEREAS, it is in the City's best interests to take this action.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Eustis, Florida as follows:

SECTION 1. The foregoing recitals are incorporated herein by reference as findings and determinations of the Eustis City Commission.

SECTION 2. The above-referenced easement, attached and incorporated hereto, is accepted by the Eustis City Commission.

SECTION 3. To the extent that there are typographical, scrivener's or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Eustis City Commission.

SECTION 4. The Clerk of Court is instructed to record the original easement in the Public Records of Lake County, Florida.

DONE AND RESOLVED this 17th day of October, 2024 in regular session of the City Commission of the City of Eustis, Florida.

**CITY COMMISSION OF THE
CITY OF EUSTIS, FLORIDA**

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 17th day of October 2024, by Michael L. Holland, Mayor, and Christine Halloran, City Clerk, who are personally known to me and who personally appeared before me.

Notary Public - State of Florida
My Commission Expires:
Notary Serial No:

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content for the use and reliance of the Eustis City Commission.

City Attorney's Office Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 24-88 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

EXHIBIT "A"

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Return to:
Development Services
4 N. Grove St.
Eustis, FL 32726

Prepared by:
Sasha O. Garcia, Esq.
Eustis City Attorney
10 N. Grove St.
Eustis, FL 32726

[Space Above This Line For Recording Data]

LIFT STATION EASEMENT

THIS LIFT STATION EASEMENT executed and given this ___ day of October, 2024, by **JP Townhomes, LLC**, a Florida limited liability company, whose address is 285 S. Central Avenue, Umatilla, FL 32784, hereafter called "**Grantor**," in favor of the **CITY OF EUSTIS**, a municipality of the State of Florida, whose address is 10 N. Grove St., Eustis, FL 32726, hereafter called "**Grantee**".

WITNESSETH:

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

A. Grantor, its successors or assigns, hereby grant, bargain, sell, alienate, remise, release, convey and confirm unto Grantee, a non-exclusive and permanent easement, in, over, across, under, through and upon the real property located in Lake County, Florida, described in **Exhibit "A"** attached hereto, incorporated by reference herein and hereafter referred to as the "**Easement Area**."

B. This easement is given for the purpose of allowing Grantee to construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground water distribution system, gravity sewer collection system, and all other equipment and appurtenances as may be necessary or convenient for the operation of a sewer lift station and associated water and sewer utility services to serve the Johnson's Point Subdivision Community (hereafter "**Utility Lines and Associated Equipment**"); together with rights of ingress, egress and access to carry out the aforementioned purpose of this easement in the Easement Area.

C. The Utility Lines and Associated Equipment shall be constructed only within the portion of the Easement Area depicted on **Exhibit "B"** attached hereto, incorporated by reference herein and hereafter referred to as the "**Utility Location Map**".

TO HAVE AND TO HOLD, unto Grantee, its successors and assigns, for the purposes aforesaid. Said Grantor is lawfully seized of said land in fee simple and thereby has the authority to grant said easement.

1. The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

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

3. All Utility Lines and Associated Equipment will be installed, operated and maintained at all times beneath the surface of the Easement Area, provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of maintaining, repairing and/or replacing the same. Provided, however, that any associated equipment related to the Associated Equipment that is customarily installed above ground may be installed above ground subject to the right of Grantor, consistent with good engineering practices, to approve the location of such above-ground installation, in its reasonable discretion.

4. After any installation, construction, repair, replacement or removal of the Utility Lines and Associated Equipment as to which easement rights are granted, Grantee shall maintain the Utility Lines and Associated Equipment.

5. After any installation, construction, repair, replacement or removal of any Utility Lines and Associated Equipment, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, and Grantee shall be responsible for restoration of sod, landscaping, planting, pavement or other surface improvements which are required to be removed in connection with installation, construction, repair, replacement or removal of Utility Lines and Associated Equipment. To the extent permitted by law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

6. Grantee has the right to locate above ground and subsurface improvements, including but not limited to fences, irrigation lines, landscaping, light poles, and other reasonably improvements that promote the purpose of this easement.

7. Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of residential improvements constructed upon the adjacent property owned by Grantor, its successors or assigns.

8. This grant of easement shall inure to the benefit of and be binding of and be binding upon Grantee and its successors and assigns.

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

Signed, sealed and delivered
in the presence of:

JP Townhomes, LLC

Signature of Witness

Robert L. Wilson as Manager and
on behalf of RLW Holdings, LLC
285 S. Central Avenue
Umatilla, FL 32784

Print Name

Address of Witness

Signature of Witness

Print Name

Address of Witness

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of October, 2024, by Robert L. Wilson as Manager of RLW Holdings, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced a Florida Driver's License as identification.

Notary Public
My Commission Expires:

Exhibit "A"

LEGAL DESCRIPTION:

A PERMANENT UTILITY EASEMENT LOCATED IN LAKE COUNTY, FLORIDA MORE ACCURATELY DESCRIBED AS FOLLOWS:
BEGIN AT THE SOUTHWEST CORNER OF LOT 51, JOHNSON'S POINT SUBDIVISION LOCATED IN SECTION 33, TOWNSHIP
18 SOUTH, RANGE 26 EAST, AS RECORDED IN PLAT BOOK 28, PAGE 14 PUBLIC RECORDS OF LAKE COUNTY
FLORIDA, RUN EASTERLY ALONG THE SOUTH LINE OF LOT 51, ALSO KNOWN AS THE NORTH RIGHT OF
WAY LINE OF GRAND ISLAND SHORES ROAD, A DISTANCE OF 3.00 FEET TO THE POINT OF BEGINNING OF THIS
DESCRIPTION, THENCE CONTINUE EASTERLY ALONG THE SOUTH PROPERTY LINE OF LOT 51, JOHNSON'S POINT SUBD.
FOR A DISTANCE OF 21.00 FEET, THENCE NORTHERLY, PERPENDICULAR TO THE SOUTH RIGHT OF WAY LINE OF LOT 51
A DISTANCE OF 44.00 FEET, THENCE WESTERLY, PARALLEL TO THE SOUTH PROPERTY LINE OF LOT 51, JOHNSON'S POINT
A DISTANCE OF 21.00 FEET, THENCE SOUTHERLY 44.00 FEET TO THE POINT OF BEGINNING.
SAID EASEMENT CONTAINING 924 SQUARE FEET OR 0.02 ACRES +/-.

Exhibit "B"

