

**CITY COUNCIL RESOLUTION NO. 2022-111**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE ACCEPTANCE OF A UTILITY EASEMENT FROM TWAS PROPERTIES LLC; PROVIDING FOR THE RELOCATION OF AN EXISTING SEWER GRAVITY MAIN AND SANITARY SEWER MANHOLE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City, Florida, (hereinafter the "City"), has identified a need for a utility easement to relocate an existing sewer gravity main and sanitary sewer manhole along the boundary line of a piece of real property identified by the Columbia County Property appraiser as Parcel ID 35-3S-16-02573-004, (hereinafter the "Property"); and

**WHEREAS**, TWAS Properties LLC (hereinafter "TWAS") is the owner of the aforementioned Property and the City has requested that TWAS grant a public utility easement to the City; and

**WHEREAS**, in return for granting a public utility easement to the City, the City shall assume the ownership and maintenance of said utilities up to the property line of the aforementioned Property; and

**WHEREAS**, TWAS has agreed to convey a utility easement, a copy of which is attached hereto, to the City and the City Council finds that it is in the best interests of the City to accept the grant of the utility easement deed a copy of which is attached hereto and made a part of this resolution.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are all true and accurate and are hereby incorporated herein and made a part of this resolution.

**Section 2.** The City is hereby authorized to accept the grant of a utility easement deed from TWAS for the purpose of relocating an existing sewer gravity main and sanitary sewer manhole.

**Section 3.** This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** a meeting of the City Council this \_\_\_\_ day of October 2022.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.,  
City Attorney

Return to:  
City of Lake City, Florida  
Attn: City Clerk  
205 N. Marion Ave  
Lake City, Florida 32055

**WARRANTY DEED FOR UTILITY EASEMENT**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2022, by TWAS PROPERTIES LLC who has a mailing address of 115 East Main Street, Thomaston, Georgia 30286, (hereinafter the “Grantor”), grants, conveys, and warrants unto City of Lake City, Florida, a municipal corporation organized under the laws of the State of Florida, which has a mailing address of 205 N. Marion Avenue, Lake City, Florida 32055, (hereinafter the “Grantee”).

**WITNESSETH:**

That Grantor, for and in consideration of the mutual obligations herein contained, and other valuable consideration, receipt of which is hereby acknowledged, has given and granted, and by these presents does give and grant unto the Grantee, its successors and assigns, an easement on, over, under, and across real property in Columbia County, Florida, described in “Exhibit A” attached hereto and incorporated herein (the “Property”).

Grantor hereby warrants and covenants, (a) that it is the owner of the fee simple title to the premises in which the above described Property is located, (b) that it has full right and lawful authority to grant and convey this easement to Grantee, and (c) that Grantee shall have quiet and peaceful possession, use, and enjoyment of the Property as to Grantor’s interest.

Grantor and Grantee acknowledge and agree that the Grantee shall be entitled to alter the easement for the purpose of relocating an existing sewer gravity main and sanitary sewer manhole, together with all rights reasonably necessary or incident thereto, including the right of ingress and egress to and from the Property to the Grantee, its successors and assigns, for the purpose of exercising its rights provided for herein.

Grantor hereby covenants and agrees that no buildings, structures or obstacles shall be located, constructed, excavated or created within the Property. If the Property is fenced, Grantor shall install gates of sufficient width to allow for trucks and equipment to have ready access to Grantee’s Property. If the gates are locked, Grantor shall provide Grantee with keys. If

signs are placed upon the Property, they shall be erected in a manner so as not to interfere with the purposes of the Property. If Grantor's future orderly development of Grantor's adjacent premises is in physical conflict with Grantee's Property, Grantee shall, within sixty (60) days after receipt of written request from Grantor, relocate Grantee's Property to another mutually agreed upon Property in Grantor's premises, provided that such relocation is feasible based upon general accepted engineering principles, and provided that prior to the relocation of Grantee's Property: (a) Grantor shall pay to Grantee the full expected cost of the relocation as estimated by Grantee, and (b) Grantor shall execute and deliver to Grantee an acceptable and recordable easement to cover the relocated facilities. Upon completion of the relocation, the easement herein shall be considered canceled as to the portion vacated by such relocation.

*[remainder of this page intentionally left blank]*

**TO HAVE AND TO HOLD** the same unto the said Grantee, its successors and assigns, forever.

**IN WITNESS WHEREOF**, the said Grantor has caused these presents to be executed under seal on the day and year aforesaid.

Signed, sealed and delivered  
in the presence of:

**TWAS PROPERTIES LLC**

\_\_\_\_\_  
Witness' Signature

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Scott S Blackstock, Chief Executive  
Officer

\_\_\_\_\_  
Witness' Signature

\_\_\_\_\_  
Print Name

**STATE OF FLORIDA  
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me by means of \_\_\_\_ physical presence or \_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by SCOTT S BLACKSTOCK, who is personally known to me or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public – Signature

\_\_\_\_\_  
Notary Name - Printed

## EXHIBIT A

Parcel#02573-004

Easement Description:

**COMMENCE** at the point where the southeast corner at Lot "B" BROOKSIDE SUBDIVISION a subdivision according to the plat thereof, as recorded in Plat Book 3, Page 45, of the Public Records of Columbia County, Florida intersects the Northerly right-of-way line of State Road No. 10 (U.S. Highway 90) as now exists, thence North  $03^{\circ} 17' 26''$  East for a distance 274.19 feet to the **POINT OF BEGINNING**; thence S  $47^{\circ} 25' 37''$  W a distance of 71.51 feet; thence, N  $87^{\circ} 24' 37''$  W for a distance of 59.55 feet; thence, N  $32^{\circ} 47' 46''$  W for a distance of 82.67 feet; thence, N  $73^{\circ} 34' 51''$  W for a distance of 16.97 feet; thence, N  $06^{\circ} 35' 59''$  E for a distance of 30.45 feet; thence, S  $73^{\circ} 34' 51''$  E for a distance of 33.31 feet; thence, S  $32^{\circ} 47' 46''$  E for a distance of 78.33 feet; thence, S  $87^{\circ} 24' 37''$  E for a distance of 31.59 feet; thence, N  $47^{\circ} 25' 37''$  E for a distance of 89.96 feet; thence, S  $03^{\circ} 17' 26''$  W for a distance of 43.08 feet to the **POINT OF BEGINNING**.

Containing 0.16 acres, more or less.