

FLK/aj
1/25/21

CITY COUNCIL RESOLUTION NO. 2021-017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE DONATION OF REAL PROPERTY TO THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF AN “AGREEMENT TO DONATE LAND” FOR THE PAVING PROJECTS ASSOCIATED WITH CYPRESS LAKE ROAD AND CHARLES TERRACE; AUTHORIZING THE MAYOR’S EXECUTION OF INSTRUMENTS CONVEYING THE REAL PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the "City") owns certain real property described in the attached *Agreement to Donate Land* (hereinafter the “Agreement”), a copy of which is attached hereto as composite Exhibit A; and

WHEREAS, the Columbia County, Florida (hereinafter the “County”) is in need of additional lands for the paving projects associated with Cypress Lake Road and Charles Terrace (hereinafter the “Paving Projects”); and

WHEREAS, the City Council finds that the real property identified in the Agreement is surplus to the immediate needs of the City; and

WHEREAS, the City Council finds that it is in the best interests of the City to surplus the real property identified in the Agreement and donate the real property to the County for the betterment of the Paving Projects and the citizens; and

WHEREAS, the City Council finds that it is empowered under Florida law

to grant the donation of the real property identified in the Agreement.

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

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

Section 2. The Mayor is hereby authorized to execute all documentation necessary to fulfill the City’s obligations pursuant to the Agreement.

Section 3. This resolution shall be effective as of the date of its adoption.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of February 2021.

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

**INTERLOCAL AGREEMENT TO DONATE LAND FOR THE
CYPRESS LAKE ROAD AND CHARLES TERRACE PAVING PROJECTS**

Donor, City of Lake City, whose mailing address is 205 N Marion Ave. and COLUMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, hereby agree that Donor will donate and the County will accept upon the following terms, the real property described on the attached Exhibit "A", which is a portion of Parcel No. 30-4S-16-03246-000.

1. **LAND DONATED:** The parties agree that the lands described on Exhibit "A" are being donated without monetary compensation to the County.

2. **SCHEDULE OF VALUES:** To the extent the donation of this land for the construction of Cypress Lake Road or Charles Terrace results in the loss of any fencing, gates, or landscaping, Donor agrees to accept as compensation, and the County agrees to pay to Donor as compensation, according to the Schedule of Values attached hereto and marked as Exhibit "B".

3. **CLOSING COSTS:** The County will be responsible for any costs of obtaining evidence of title or title insurance as required by County policy, documentary stamps, recording, survey, appraisal, and recording partial releases of mortgages, if any. The County shall also be responsible for clearing any title defects or may reject the donation if defects cannot be cleared.

4. **CLOSING DATE:** This transaction will be closed through the County Attorney's office according to the County's construction schedule for this project, but in no event more than 360 days from the date hereof. Donor shall appear and sign a deed when requested to do so.

5. **EFFECTIVE DATE:** This agreement shall become effective and binding upon the parties as of the date of execution.

6. **ATTORNEYS FEES:** Each party will pay their own attorneys' fees, if any, associated with this Agreement.

[Remainder of this page left blank intentionally. Signature page to follow.]

Signed this _____ day of _____, 2021.

Signed, sealed and delivered
in the presence of:

CITY OF LAKE CITY, FLORIDA

Witness' Signature

By: _____
Stephen M. Witt, Mayor

(Type or print name)

[SEAL]

Witness' Signature

(Type or print name)

ATTEST:

By: _____
Audrey E. Sikes, City Clerk

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me by means of [check one box] _____ physical presence or _____ online notarization, this _____ day of _____, 20__ by STEPHEN M. WITT, Mayor of the City of Lake City, Florida, and AUDREY E. SIKES, City Clerk of the City of Lake City, Florida, who are either _____ personally known to me or produced _____ as identification.

[SEAL]

Notary Public – Signature

Notary Name - Printed

Signed this _____ day of _____, 2021.

COLUMBIA COUNTY, FLORIDA

By: _____
Rocky Ford, Chair

[SEAL]

ATTEST:

By: _____
James M. Swisher, Jr.,
Clerk of Courts

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me by means of [check one box] _____ physical presence or _____ online notarization, this _____ day of _____, 20__ by ROCKY FORD, Chair of Columbia County, Florida, and JAMES M. SWISHER, JR., Clerk of Courts, who are either ____ personally known to me or produced _____ as identification.

[SEAL]

Notary Public – Signature

Notary Name - Printed

EXHIBIT "A"

SURVEYOR'S LEGAL DESCRIPTION

PARCEL 25

OWNER: City of Lake City

TAX PARCEL #: 30-4S-16-03246-000

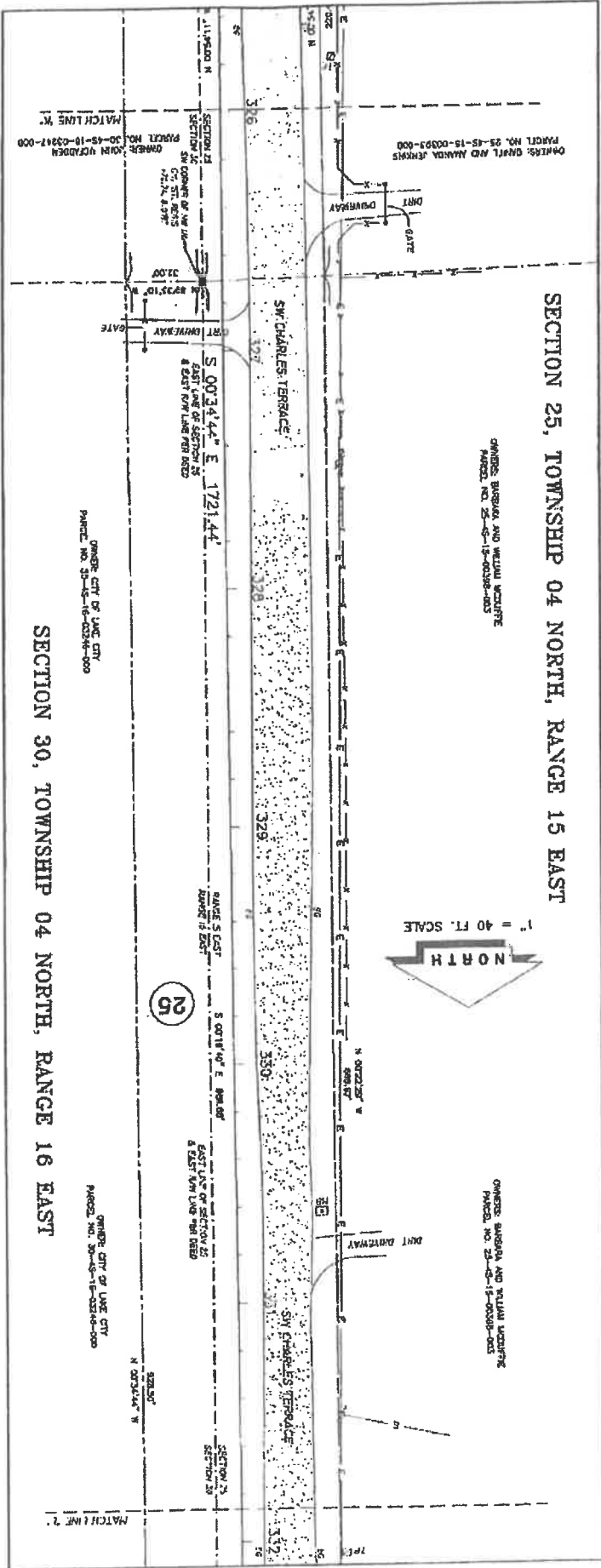
Part of the Northwest $\frac{1}{4}$ of Section 30, Township 4 South, Range 16 East, Columbia County, Florida, being more particularly described as follows:

For a POINT OF REFERENCE, COMMENCE at the Southwest corner of said Section 30, thence run North $00^{\circ}54'11''$ West, along the West line of said Section 30, being also the existing East right-of-way line of SW Charles Terrace, a distance of 2648.15 feet to the Southwest corner of the Northwest $\frac{1}{4}$ of said Section 30 and the POINT OF BEGINNING; thence North $00^{\circ}19'40''$ West, along the West line of said Section 30, being also the existing East right-of-way line of SW Charles Terrace, a distance of 1321.40 feet; thence South $89^{\circ}45'06''$ East a distance of 28.43 feet; thence South $00^{\circ}15'21''$ East a distance of 393.05 feet; thence South $00^{\circ}34'44''$ East a distance of 928.50 feet; thence North $89^{\circ}33'10''$ West a distance of 32.00 feet to the POINT OF BEGINNING. Containing 0.89 acres, more or less.

EXHIBIT "B"

**SCHEDULE OF VALUES FOR IMPROVEMENTS REMOVED OR
DESTROYED IN CONNECTION WITH ROAD CONSTRUCTION PROJECT**

FENCING		Unit	Unit Price
	Barbed wire	LF	4.00
	Field Fence	LF	5.00
	Field Fence, Barbed Wire Strand	LF	6.25
	Single-rail Wood Fence	LF	7.00
	Four Rail Entry Fence	LF	15.00
	Chain-link Fence	LF	15.00
	Wooden Privacy Fence	LF	25.00
	Other All-wood Fencing	LF	25.00
GATES		Unit	Unit Price
	Under 12'	Each	250.00
	12-foot	Each	300.00
	14-foot	Each	400.00
	Over 14'	Each	500.00
LANDSCAPING		Unit	Unit Price
	Leyland Cypress	Each	100.00
	Pampas Grass	Each	150.00
	Palm	Each	100.00
	Other trees up to 12" diam.	Each	250.00
	Other trees greater than 12" diam.	Each	500.00



SECTION 25, TOWNSHIP 04 NORTH, RANGE 15 EAST



1" = 40 FT. SCALE

OWNER: MARY AND MILTON HUGHES
PARCEL NO. 25-15-15-0000-000

OWNER: TERRY AND JANE HUGHES
PARCEL NO. 25-15-15-0000-000

HIGH POINT OF AUL LICK AS SHOWN ON
PL S1A. 335+98.78

100' WIDE
100' WIDE

100' WIDE
100' WIDE

OWNER: JOHN HUGHES
PARCEL NO. 25-15-15-0000-000

OWNER: S. B. HUGHES
PARCEL NO. 25-15-15-0000-000

SECTION 25, TOWNSHIP 04 NORTH, RANGE 15 EAST

SECTION 26, TOWNSHIP 04 NORTH, RANGE 15 EAST

SECTION 27, TOWNSHIP 04 NORTH, RANGE 15 EAST

SECTION 28, TOWNSHIP 04 NORTH, RANGE 15 EAST

SECTION 30, TOWNSHIP 04 NORTH, RANGE 16 EAST

25

OWNER: CITY OF LEXINGTON
PARCEL NO. 25-15-15-0000-000

OWNER: CITY OF LEXINGTON
PARCEL NO. 25-15-15-0000-000

OWNER: S. B. HUGHES
PARCEL NO. 25-15-15-0000-000

