

CITY COUNCIL RESOLUTION NO. 2020-143

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA ACCEPTING A UTILITY EASEMENT FROM NEW GENERATION CHRISTIAN MINISTRY, INC., FOR THE PURPOSE OF EXTENDING THE WATER UTILITIES.

WHEREAS, the City of Lake City, Florida, (hereinafter the "City"), has identified a need for an easement to extend along the boundary line of a piece of real property identified by the Columbia County Property appraiser as Parcel ID 07-4S-17-08110-000, (hereinafter the "Property"); and

WHEREAS, New Generation Christian Ministry, Inc. (hereinafter "New Generation"), is the owner of the aforementioned Property, and the City has requested that New Generation grant a public utility easement to the City; and

WHEREAS, New Generation has agreed to convey a utility easement 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 as "Exhibit A" and made a part of this resolution; and

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 New Generation for the purpose of extending the water utilities.

FLK/aj
12/01/2020

PASSED AND ADOPTED a meeting of the City Council this ____ day of December 2020.

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

EXHIBIT A

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

This instrument prepared by:
Koberlein Law Offices
855 SW Baya Drive
Lake City, FL 32025

WARRANTY DEED FOR UTILITY EASEMENT

THIS INDENTURE, made this 15 day of December, 2020, by NEW GENERATION CHRISTIAN MINISTRY, INC., which has a mailing address of 608 SW Marvin Burnett, Lake City, Florida 32025, (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 providing, installing and maintaining water utility lines, 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 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.

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

[remainder of this page intentionally left blank]

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:

Bobby Hester
Witness' Signature
Bobby Hester

Print Name

Tammie Hinson
Witness' Signature

Tammie Hinson
Print Name

**NEW GENERATION CHRISTIAN
MINISTRY, INC.**

By: Paula Miller
Paula L. Miller, President

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15th day of December, 2020 by PAULA L. MILLER, President, who is personally known to me or produced _____ as identification.



Brenda H. Overby
Notary Public - Signature

Brenda H. Overby
Notary Name - Printed

EXHIBIT A

Parcel #07-4S-17-08110-000

A 10 FOOT UTILITY EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 10 FOOT UTILITY EASEMENT BEING 10 FEET TO THE RIGHT OF THE FOLLOWING DESCRIBED LINES:

COMMENCE AT THE SW CORNER OF THE SW 1/4 OF THE NW 1/4 OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA, AND RUN THENCE N 00°34'25" W, ALONG THE WEST LINE OF SAID SW 1/4 OF THE NW 1/4, 763.63 FEET; THENCE S 89°40'21" E, 1358.55 FEET; THENCE S 89°34'16" E, 183.39 FEET; THENCE N 00°26'16" W, 1129.51 FEET; THENCE S 89°31'38" E, 311.82 FEET; THENCE N 23°21'30" E, 463.87 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SW MARVIN BURNETT ROAD, SAID POINT BEING A POINT ON A CURVE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1869.83 FEET, AN INCLUDED ANGLE OF 09°47'42", A CHORD BEARING AND DISTANCE OF S 44°29'32" E, 319.26 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 319.65 FEET TO THE END OF SAID CURVE; THENCE S 39°31'04" E, STILL ALONG SAID RIGHT OF WAY LINE, 183.63 FEET TO THE POINT OF CURVE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 994.93 FEET, AN INCLUDED ANGLE OF 00°42'35", AND A CHORD BEARING AND DISTANCE OF S 39°25'30" E, 12.32 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 12.32 FEET TO THE POINT OF BEGINNING OF SAID LINE; THENCE S 39°56'26" W, LEAVING SAID RIGHT OF WAY, 90.65 FEET TO REFERENCE POINT "A", THENCE CONTINUE S 39°56'26" W, 43.41 FEET; THENCE S 32°50'06" W, 46.82 FEET; THENCE S 15°06'06" W, 81.34 FEET; THENCE S 15°00'11" W, 109.35 FEET; THENCE S 13°00'47" W, 102.73 FEET; THENCE S 12°54'16" W, 16.35 FEET TO REFERENCE POINT "B"; THENCE CONTINUE S 12°54'16" W, 108.88 FEET; THENCE S 16°50'51" W, 86.89 FEET; THENCE S 08°21'24" W, 141.57 FEET TO THE TERMINATION OF SAID LINE.

FROM REFERENCE POINT "A", RUN N 51°22'26" W, 76.00 FEET TO THE TERMINATION OF SAID LINE.

FROM REFERENCE POINT "B", RUN N 77°53'35" W, 125.00 FEET TO THE TERMINATION OF SAID LINE.