

CITY COUNCIL RESOLUTION NO. 2024-005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA ACCEPTING A UTILITY EASEMENT FROM NOTAMI HOSPITALS OF FLORIDA, INC., FOR THE PURPOSE OF RELOCATING THE EXISTING UTILITIES TO ACCOMMODATE THE TOWER EXPANSION.

WHEREAS, the City of Lake City, Florida, (hereinafter the "City"), has identified a need for a utility easement to extend along the boundary line of a piece of real property identified by the Columbia County Property appraiser as Parcel ID 02556-003, (hereinafter the "Property"); and

WHEREAS, Notami Hospitals of Florida, Inc. (hereinafter "Notami"), is the owner of the aforementioned Property, and the City has requested that Notami grant a public utility easement to the City; and

WHEREAS, Notami 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 Notami for the purpose of relocating the existing utilities to accommodate the Tower Expansion.

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

PASSED AND ADOPTED a meeting of the City Council this ____ day of January 2024.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Thomas J. Kennon, III,
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:
Robinson, Kennon & Kendron, P.A.
582 W. Duval St
Lake City, Florida 32055

WARRANTY DEED FOR UTILITY EASEMENT

THIS INDENTURE, made this ____ day of _____, 2024, by NOTAMI HOSPITALS OF FLORIDA, INC., a Florida Corporation, having a mailing address of P.O. Box 750, Nashville, Tennessee 37202, (hereinafter the “Grantor”), which grants, conveys, and warrants unto City of Lake City, Florida, a municipal corporation organized under the laws of the State of Florida, having a mailing address of 205 N. Marion Avenue, Lake City, Florida 32055, (hereinafter the “Grantee”) this Warranty Deed for Utility Easement.

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 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 the existing utilities to accommodate the Tower Expansion, 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 the 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 left blank intentionally. Signature page to follow.]

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:

**NOTAMI HOSPITALS OF FLORIDA,
INC.**

Witness' Signature

By: _____

Print Name

Witness' Signature

Print Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of _____
physical presence or _____ online notarization, this _____ day of
_____, 2024 by _____, who is personally known
to me or produced _____ as identification.

Notary Public – Signature

Notary Name - Printed

EXHIBIT A

Parcel #02556-003

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 16 EAST, COLUMBIA COUNTY, FLORIDA AND RUN N 87°20'18" E, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 A DISTANCE OF 1223.10 FEET; THENCE S 05°48'54" W ALONG A PROPERTY LINE 263.31 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COMMERCE BOULEVARD; THENCE S 78°13'25" E ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 739.03 FEET; THENCE S 02°14' 18" W ALONG THE EASTERLY RIGHT-OF-WAY LINE OF COMMERCE BOULEVARD 773.39 FEET; THENCE N 87°45'42" W 65.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COMMERCE BOULEVARD TO A POINT; THENCE CONTINUE N 87°45'42" W 487.86 FEET TO A POINT. THENCE S 47°14'18" W 244.14 FEET; THENCE S 18°15'56" W 30.13 FEET TO A POINT BEING THE POINT OF BEGINNING; THENCE FOR THE FOLLOWING:

S 40°29'03" W 64.67'; S 12°29'16" W 30.19'; S 11°34'39" W 57.98'; S 33°03'07" E 10.09'; S 11°56'53" W 51.29'; S 10°33'07" E 68.22'; S 55°33'07" E 35.89'; S 08°52'53" E 18.06'; S 81°07'07" W 10.00'; N 55°33'07" W 49.29'; N 10°33'07" W 80.49'; N 11°56'53" E 46.99'; N 33°03'07" W 24.34'; N 11°53'53" E 89.51'; N 31°58'45" E 61.93'; S 71°34'02" E 40.00 TO THE POINT OF BEGINNING.