

CITY COUNCIL RESOLUTION NO. 2023-132

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA ACCEPTING A PERPETUAL EASEMENT FROM SHEKINAH BAPTIST CHURCH, INC., FOR THE PURPOSE OF RELOCATING THE LAKE CITY HISTORIC DOWNTOWN SIGN AND THE CONTINUED MAINTENANCE OF THE LAKE CITY HISTORIC DOWNTOWN SIGN.

WHEREAS, the City of Lake City, Florida, (hereinafter the "City"), has identified a need for a perpetual ingress and egress easement for the placement and maintenance of the Lake City Historic Downtown Sign on a piece of real property identified by the Columbia County Property appraiser as Parcel ID 11560-000, (hereinafter the "Property"); and

WHEREAS, Shekinah Baptist Church, Inc. (hereinafter "Shekinah"), is the owner of the aforementioned Property, and the City has requested that Shekinah grant a perpetual ingress and egress easement to the City; and

WHEREAS, Shekinah has agreed to convey a perpetual ingress and egress 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 perpetual 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.

[Remainder of this page left blank intentionally.]

Section 2. The City is hereby authorized to accept the grant of a perpetual easement deed from Shekinah for the purpose of relocating the Lake City Historic Downtown Sign and the continued maintenance of the Lake City Historic Downtown Sign.

PASSED AND ADOPTED a meeting of the City Council this ____ day of November 2023.

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 North Marion Avenue
Lake City, Florida, 32005

This instrument prepared by:
Robinson, Kennon, & Kendron, P.A.
582 W. Duval St
Lake City, Florida 32055

EASEMENT DEED TO CITY OF LAKE CITY, FLORIDA

THIS EASEMENT, made this ____ day of November 2023, by SHEKINAH BAPTIST CHURCH, INC., a Florida not for profit corporation, which has a mailing address of 950 N. Marion Ave, Lake City, Florida 32055, herein “Grantor”, and CITY OF LAKE CITY, FLORIDA, a municipal corporation organized under the laws of the State of Florida, which has a mailing address of 205 North Marion Avenue, Lake City, Florida, 32005, herein “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, a perpetual permanent easement and right-of-way on, over, under, and across real property in Columbia County, Florida, described in “Exhibit A” attached hereto and incorporated herein (the “Easement Property”) for the purpose of constructing, installing and maintaining a City of Lake City Welcome Sign, and related appurtenances (herein “Grantee’s Welcome Sign”), together with all rights reasonably necessary or incident thereto, including the right of ingress and egress to and from the Easement Property to the Grantee, its successors and assigns, for the purpose of exercising its rights provided for herein.

The Rights herein granted to Grantee by Grantor include, but are not limited to, the following: (a) the right for Grantee to construct, inspect, alter, improve, and repair the City of lake City Welcome Sign; (b) the right for Grantee to clear the Easement Property of trees, limbs, undergrowth and other physical objects which, in the opinion of Grantee, interfere with the visibility of the Welcome Sign; and (d) all other rights and privileges

reasonably necessary or convenient for Grantee's safe and efficient installation and maintenance of Grantee's Welcome Sign and for the enjoyment and use of said easement for the purposes described above.

Grantor hereby covenants and agrees that no buildings, structures or obstacles shall be located, constructed, excavated or created within the Easement Property. If the Easement Property is fenced, Grantor shall install gates of sufficient width to allow for trucks and equipment to have ready access to Grantee's Welcome Sign. If the gates are locked, Grantor shall provide Grantee with keys. If signs are placed upon the Easement Property, they shall be erected in a manner not to interfere with the visibility of Grantee's Welcome Sign. At any time that it becomes necessary to repair, or to do any work on the maintenance of the Welcome Sign; the Grantor will remove the signs during the time of such work so as not to interfere with any repairs or maintenance to Grantee's Welcome Sign.

Grantor covenants not to interfere with Grantee's Welcome Sign within the Easement Property in Grantor's premises, and Grantor further covenants to indemnify and hold Grantee harmless from any and all damages and injuries, whether to persons or property, resulting from interference with Grantee's Welcome Sign by Grantor or by Grantor's agents or employees. Grantee by acceptance and recording of this Easement, agrees to the extent it may lawfully do so, to indemnify and hold Grantor harmless from any and all damages and injuries, whether to persons or property, arising from Grantee's exercise of the rights herein granted.

Grantor hereby warrants and covenants, (a) that it is the owner of the fee simple title to the premises in which the above described Easement 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 this Easement as to Grantor's interest.

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

[SIGNATURES ON FOLLOWING PAGE]

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:

SHEKINAH BAPTIST CHURCH, INC.

Witness' Signature

By: _____
Signature

Print Name

Print Name/Title

Witness' Signature

Date

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 _____, 2023 by _____ as _____ of SHEKINAH BAPTIST CHURCH, INC., who is personally known to me or produced _____ as identification.

Notary Public – Signature

Notary Name - Printed

EXHIBIT A

DESCRIPTION

Parcel# 11560-000

FOR: Sign Easement

A parcel of land in Block L, Northwestern Division, City of Lake City, in Section 29, Township 3 South, Range 17 East, Columbia County, Florida, being more particularly described as follows:

BEGIN at the Northeast corner of Block L, Northwestern Division of City of Lake City, Florida being also the intersection of the South right-of-way line of Fronie Street and the West right-of-way line of Marion Street; thence South 52°43'20" East, along the West right-of-way line of Marion Street, a distance of 8.89 feet; thence South 01°46'46" East, along said West right-of-way line of Marion Street, a distance of 20.00 feet; thence North 63°13'59" West, a distance of 53.39 feet to a point on the South right-of-way line of Fronie Street; thence North 88°05'54" East, along said South right-of-way line of Fronie Street, a distance of 40.00 feet to the POINT OF BEGINNING. Containing 581 square feet, more or less.