

CITY COUNCIL RESOLUTION NO. 2021-055

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, ACCEPTING A UTILITY EASEMENT FROM ASHMANN HOLDINGS, LLC, FOR THE PURPOSE OF EXTENDING A WATER MAIN AND ENABLING FUTURE UTILITY SYSTEM IMPROVEMENTS.

WHEREAS, the City of Lake City, Florida, (hereinafter the "City"), has identified a need for an easement to provide, install, and maintain a water main utility along the boundary line of a parcel of real property identified by the Columbia County Property Appraiser as Parcel ID 33-3S-16-02444-000, (hereinafter the "Property"); and

WHEREAS, the City has requested of Ashmann Holdings, LLC (hereinafter "Ashmann"), the owner of said Property, that Ashmann grant a utility easement to the City; and

WHEREAS, Ashmann has agreed to convey a public utility easement to the City and the City Council desires 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

WHEREAS, the City Council finds that it is in the best interests of the City to accept the grant of the utility easement deed from Ashmann for the aforementioned purpose.

**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 Ashmann Holdings, LLC, to provide, install, and maintain a water main utility

PASSED AND ADOPTED a meeting of the City Council this ____ day of April 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

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

UTILITY EASEMENT DEED

THIS INDENTURE, made this ____ day of _____, 2021, by ASHMANN HOLDINGS, LLC, which has a principal address of 164 NW Madison Street, Suite 103, Lake City, Florida 32055, herein "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 Ave, Lake City, Florida 32055, 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, 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 location 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:

ASHMANN HOLDINGS, LLC.

Witness' Signature

Print Name

Witness' Signature

Print Name

By:

Robert Mann, Manager

Witness' Signature

Print Name

Witness' Signature

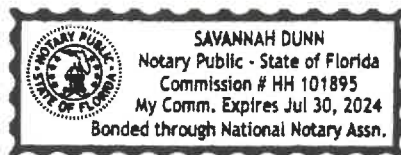
Print Name

By:

Brent Ash, Manager

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me by means of ✓
physical presence or _____ online notarization, this 25 day of
March, 2021 by Robert Mann, Manager for Ashmann Holdings, LLC.,
and Brent Ash, Manager for Ashmann Holdings, LLC., who are personally
known to me or produced Driver's Licenses as identification.



Notary Public - Signature

Savannah Dunn

Notary Name - Printed

EXHIBIT A

DESCRIPTION

Parcel# 02444-000

Thursday, January 28, 2021

FOR: 20'Utility Easement

COMMENCE at the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of Section 33, Township 3 South, Range 16 East, Columbia County, Florida and run South 87°27'00" East along the North line of said Southeast 1/4 of the Northeast 1/4 of Section 33 a distance of 25.00 feet to a point on the old West Right-of-Way line of NW Turner Avenue; thence South 06°40'00" West along said old West Right-of-Way line of NW Turner Avenue a distance of 500.70 feet to the Southeast corner of a parcel of land recorded in Official Records Book 939, Page 635 of the Public Records of Columbia County, Florida; thence North 84°42'39" West a distance of 7.05 feet to the POINT OF BEGINNING; thence continue North 84°42'39" West a distance of 225.02 feet; thence North 85°33'46" West a distance of 447.63 feet; thence South 18°10'26" West a distance of 208.41 feet to a point on the Northerly Right-of-Way line of U.S. Highway No. 90; thence North 65°22'37" West along said Northerly Right-of-Way line of U.S. Highway No. 90 a distance of 20.13 feet; thence North 18°10'26" East a distance of 221.84 feet; thence South 85°33'46" East a distance of 463.48 feet; thence South 84°42'39" East a distance of 225.10 feet to a point on the West Right-of-Way line of NW Turner Avenue; thence South 05°05'25" West along said West Right-of-Way line of NW Turner Avenue a distance of 20.00 feet to the POINT OF BEGINNING. Containing 0.41 acres, more or less.