

CITY COUNCIL RESOLUTION NO. 2022-089

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA ACCEPTING A UTILITY EASEMENT FROM SORENSEN & SMITH LLC; PROVIDING FOR THE EXTENSION OF A WATER AND SEWER MAIN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida, (hereinafter the "City"), has identified a need for a utility easement to extend the water and sewer main along the boundary line of a piece of real property identified by the Columbia County Property appraiser as Parcel ID 04-4S-16-02439-129, (hereinafter the "Property"); and

WHEREAS, Sorensen & Smith LLC (hereinafter "Sorensen") is the owner of the aforementioned Property and the City has requested that Sorensen grant a public utility easement to the City; and

WHEREAS, in return for granting a public utility easement to the City, the City shall take over the ownership and maintenance of said utilities up to the property line of the aforementioned Property; and

WHEREAS, Sorensen 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 and made a part of this resolution.

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 Sorensen for the purpose of extending a sewer main.

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

PASSED AND ADOPTED a meeting of the City Council this ____ day of August 2022.

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

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

WARRANTY DEED FOR UTILITY EASEMENT

THIS INDENTURE, made this ____ day of _____, 2022, by SORENSEN & SMITH LLC who has a mailing address of 426 SW Commerce Drive, Suite 130, 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 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:

SORENSEN & SMITH LLC

Witness' Signature

By: _____
Gary Sorensen, Managing Partner

Print Name

Witness' Signature

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 _____, 2022 by GARY SORENSEN, who is personally known to me or produced _____ as identification.

Notary Public – Signature

Notary Name - Printed

EXHIBIT A

PREPARED BY AND RETURN TO:

Debbie G. Moore
Bankers Title of the Nature Coast, Inc.
471 SW SR 247, Suite 111
Lake City, Florida 32025

File Number: 20-109

Inst: 202012006835 Date: 03/24/2020 Time: 9:01AM
Page 1 of 1 B: 1408 P: 1607, P.DeWitt Cason, Clerk of Court
Columbia, County, By: KV
Deputy ClerkDoc Stamp-Deed: 0.70

General Warranty Deed

This *Warranty Deed* made this March 17, 2020 A.D.

By **Gary P. Sorensen**, whose post office address is: 5100 30th Avenue, Kearney, NE 68845-4060, hereinafter called the grantor(s),

to **Sorensen & Smith, LLC, a Florida limited liability company**, whose post office address is: 426 SW Commerce Drive, Suite 130, Lake City, Florida 32025, hereinafter called the grantee(s):

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Columbia County, Florida, viz:

Lots 5, 7, 13, 14, 15, 17, 22, 23, 24, 29, 30, 31, 37, 41, 45, Reserve at Jewel Lake Phase 1, a Subdivision according to the plat thereof as recorded in Plat Book 9, Pages 123 through 126, in the Public Records of Columbia County, Florida.

The land described herein is not the homestead of the grantor(s), and neither the grantor(s) nor the grantor(s) spouse, nor anyone for whose support the grantor(s) is responsible, resides on or adjacent to said land.

Parcel ID Number(s): 02439-105; 02439-107; 02439-113; 02439-114; 02439-115; 02439-117; 02439-122; 02439-123; 02439-124; 02439-129; 02439-130; 02439-131; 02439-137; 02439-141; and 02439-145


Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

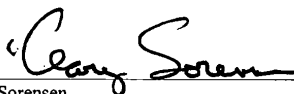
To Have and to Hold, the same in fee simple forever.


And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, ²⁰¹⁹ ~~first year prior year~~.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:


Witness Signature
Witness Printed Name Nick Grimes

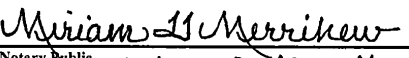

Gary P. Sorensen (Seal)
Address: 5100 30th Avenue, Kearney, NE 68845-4060


Witness Signature
Witness Printed Name Rebecca E. Zimbelman

State of Nebraska
County of BUFFALO

The foregoing instrument was acknowledged before me this 17th day of March, 2020, by Gary P. Sorensen, who is/are personally known to me or who has produced _____ as identification.

MIRIAM D. MERRIHEW
General Notary State of Nebraska
My Commission Expires
November 28, 2022


Notary Public
Print Name: Miriam D Merrihew
My Commission Expires: 11-28-2022