

CITY COUNCIL RESOLUTION NO. 2022-087

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, ACCEPTING A UTILITY EASEMENT FROM GSMS DEVELOPERS, INC.; 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-16-02745-003, (hereinafter the "Property"); and

WHEREAS, GSMS DEVELOPERS, INC. (hereinafter "GSMS") is the owner of the aforementioned Property and the City has requested that GSMS 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, GSMS 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 GSMS 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 GSMS DEVELOPERS, INC., which 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:

GSMS DEVELOPERS, INC.

Witness' Signature

By: _____
Gerald Milton Smith, Jr., President

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 GERALD MILTON SMITH, JR., President, who is personally known to me or produced _____ as identification.

Notary Public – Signature

Notary Name - Printed

Prepared by and return to:

Gary P. Sorensen
1400 West 22nd Street, Ste A
Kearney, Nebraska 68845-5389
Parcel Identification No:

Inst: 202012015007 Date: 09/15/2020 Time: 9:24AM
Page 1 of 4 B: 1419 P: 1037, James M Swisher Jr. Clerk of Court
Columbia, County, By: BR
Deputy Clerk Doc Stamp-Deed: 0.70

_____[Space Above This Line For Recording Data]_____

GENERAL WARRANTY DEED

Made this 1st day of September, 2020 A.D. By **My Jewel Home of Florida, LLC, a Florida Limited Liability Company**, whose post office address is: 426 S.W. Commerce Drive, Ste. 130, Lake City, Florida 32025 and **Gary Sorensen, Individually**, hereinafter called the grantor, to **GSMS Developers, Inc., a Florida Corporation**, whose post office address is: 426 S.W. Commerce Drive, Ste. 130, Lake City, Florida 32025, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all 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:

See attached, EXHIBIT A

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.

Parcel ID Number: 04-4S-16-02745-003

Subject to any valid and existing oil, gas, or mineral right, reservation, royalty transfer, or mineral deed conveying or reserving any interest in the oil, gas, or minerals underlying said lands, or any portion thereof, heretofore executed and duly recorded in the public records of said county.

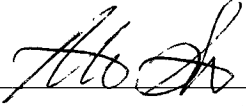
Together with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

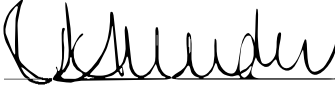
To Have and to Hold, the same in fee simple forever.

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, 2020.

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:

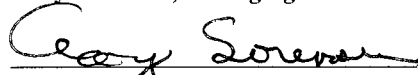

Witness Printed Name Milton Smith


Witness Printed Name Jennifer Allender

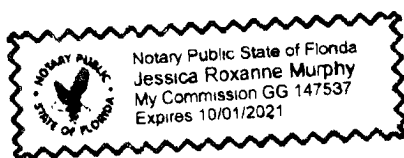
State of Florida
County of Columbia

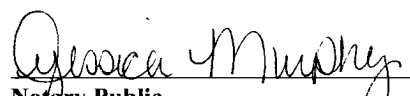
My Jewel Home of Florida, LLC


Gary Sorensen, Managing Member


Gary Sorensen, Individually

The foregoing instrument was acknowledged before me by means of ☒ physical presence of _____ online notarization, this 14th day of September, 2020, by Gary Sorensen as Managing Member of My jewel Home of Florida, LLC and Gary Sorensen, Individually, who is/are personally known to me or who has produced _____ as identification.




Notary Public

Print Name: Jessica Murphy

My Commission Expires: 10/01/2021

EXHIBIT A

Commence at the Northeast corner of Section 4, Township 4 South, Range 16 East, Columbia County, Florida and run North 89°36'03" West along the North line of said Section 4, a distance of 74.82 feet to a point on the Westerly Right-of-Way line of Pinemount Road (County Road 252); thence South 07°15'01" West along said Westerly Right-of-Way line of Pinemount Road (County Road 252) a distance of 64.97 feet to the POINT OF BEGINNING; thence continue South 07°15'01" West still along said Westerly Right-of-Way line of Pinemount Road (County Road 252) a distance of 241.92 feet to a point of curve of a curve concave to the Northwest having a radius of 1105.92 feet and a central angle of 45°36'17"; thence Southwesterly along the arc of said curve, being still said Westerly Right-of-Way line of Pinemount Road (County Road 252), a distance of 880.26 feet;

thence South 60°33'18" West along the Northwesterly Right-of-Way line of Pinemount Road (County Road 252) a distance of 534.81 feet to the point of curve of a curve concave to the Northwest having a radius of 2241.83 feet and a central angle of 00°56'58"; thence Southwesterly along the arc of said curve, being said Northwesterly Right-of-Way line of Pinemount Road (County Road 252), a distance of 37.15 feet to a point on the North line of the South 1/2 of the Northeast 1/4 of Section 4; thence North 89°35'04" West along said North line of the South 1/2 of the Northeast 1/4 of Section 4, a distance of 300.20 feet; thence South 00°04'59" East a distance of 137.52 feet to a point on the Northerly Right-of-Way line of Pinemount Road (County Road 252), said point being a point on a curve concave to the Northwest having a radius of 2241.83 feet and a central angle of 07°20'39"; thence Southwesterly along the arc of said curve, being said Northerly Right-of-Way line of Pinemount Road (County Road 252) a distance of 287.36 feet to the point of tangency of said curve; thence South 77°15'37" West still along the said Northerly Right-of-Way line of Pinemount Road (County Road 252) a distance of 499.97 feet; thence South 83°32'59" West still along said Northerly Right-of-Way line of Pinemount Road (County Road 252) a distance of 100.66 feet; thence South 76°57'21" West still along said Northerly Right-of-Way line of Pinemount Road (County Road 252) a distance of 60.19 feet to the point of curve of a curve concave to the Southeast having a radius of 2351.83 feet and a central angle of 03°29'55"; thence Southwesterly along the arc of said curve, still being said Northerly Right-of-Way line of Pinemount Road (County Road 252), a distance of 143.61 feet to the point of tangency of said curve; thence South 68°18'18" West still along said Northerly Right-of-Way line of Pinemount Road (County Road 252) a distance of 242.87 feet to the point of curve of a curve concave to the South having a radius of 2341.83 feet and a central angle of 01°08'53"; thence Southwesterly along the arc of said curve, being still said Northerly Right-of-Way line of Pinemount Road (County Road 252) a distance of 46.92 feet to a point on the West line of the Northeast 1/4 of Section 4; thence North 00°06'00" West along said West line of the Northeast 1/4 of Section 4, a distance of 507.62 feet to the Southwest corner of the North 1/2 of the Northeast 1/4 of Section 4; thence North 00°11'13" West along the West line of the Northeast 1/4 of Section 4, a distance of 1333.51 feet to the Northwest corner of the Northeast 1/4 of Section 4, being also the Southwest corner of the Southeast 1/4 of Section 33, Township 3 South, Range 16 East, Columbia County, Florida; thence South 89°36'03" East along the South line of said Section 33, a distance of 132.00 feet; thence North 07°18'13" East a distance of 1304.46 feet to a point on the North line of the South 1/2 of the Southeast 1/4 of Section 33; thence North 89°59'44" East along said North line of the South 1/2 of the Southeast 1/4 of Section 33, a distance of 1199.11 feet; thence South 89°38'39" East along said North line of the South 1/2 of the Southeast 1/4 of Section 33, a distance of 279.20 feet; thence South 00°02'46" West, a distance of 701.77 feet; thence South 89°57'14" East, a distance of 892.90 feet to a point on the Westerly Right-of-Way line of Pinemount Road (County Road 252); thence South 07°15'30" West along said Westerly Right-of-Way line of Pinemount Road (County Road 252), a distance of 406.76 feet; thence North 89°34'19" West a distance of 240.00 feet; thence South 07°13'13" West, a distance of 205.12 feet to a point on the South line of Section 33, being also the North line of Section 4, Township 4 South, Range 16 East, Columbia County, Florida; thence continue South 07°13'13" West a distance of 64.92 feet; thence South 89°35'26" East a distance of 249.96 feet to the POINT OF BEGINNING.

Inst. Number: 202012015007 Book: 1419 Page: 1040 Page 4 of 4 Date: 9/15/2020 Time: 9:24 AM
Thes M Swisher Jr Clerk of Courts, Columbia County, Florida Doc Deed: 0.70

Inst. Number: 201612014289 Book: 1321 Page: 760 Page 8 of 8 Date: 8/30/2016 Time: 2:38 PM
P.DeWitt Cason Clerk of Courts, Columbia County, Florida Doc Deed: 6,523.30

LESS AND EXCEPT:

A Parcel Of Land Situated In Section 33, Township 3 South, Range 16 East, in Columbia County, Florida, being more particularly described as follows:
Commence at the Southeast corner of the Southwest 1/4 Of Section 33, Township 3 South, Range 16 East, Said corner being monumented with a 4 inches Square Concrete Monument And Depicted on Florida Department Of Transportation Right of Way Map, Section 29010, F.P. No. 2083732;
Thence run North 88°31'38" East, Along The South Line Of Said Section 33, a distance of 132.00 Feet; Thence North 05°26'21" East, A Distance Of 299.92 Feet to the Point of Beginning; Thence Continue North 05°26'21" East A Distance Of 1008.41 feet; Thence North 88°24'20" East, A distance of 952.22 feet; Thence South 02°04'13" East a distance of 683.87 feet; Thence South 59°59'06" West, a distance Of 668.22 feet; Thence South 88°31'38" West, a distance of 493.70 feet To The Point Of Beginning.

LESS AND EXCEPT:

Lots 28 and 50, RESERVE AT JEWEL LAKE PHASE 1, a Planned Residential Development, according to the plat thereof recorded in Plat Book 9, page 89 of the Public Records of Columbia County, Florida, which has now been vacated and annulled by Resolution recorded in Official Records Book 1217, Page 521, Public Records of Columbia County, Florida.