

CITY COUNCIL RESOLUTION NO. 2022-088

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA ACCEPTING A UTILITY EASEMENT FROM GARY SORENSEN; 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-16-02439-128, (hereinafter the "Property"); and

WHEREAS, Gary Sorensen (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 GARY SORENSEN who has a mailing address of 10153 US Highway 90 W, Lake City, Florida 32055, (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:

GARY SORENSEN

Witness' Signature

By: _____
Gary Sorensen, Individually

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

Prepared by and return to:
Adam Morrison
Sellers, Taylor & Morrison, P.A.
108 West Howard Street
Live Oak, Florida 32064

Inst: 201612014289 Date: 08/30/2016 Time: 2:38PM
Page 1 of 8 B: 1321 P: 753, P.DeWitt Cason, Clerk of Court
Columbia, County, By: KV
Deputy Clerk Doc Stamp Deed: 6523.30

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SPECIAL WARRANTY DEED IN LIEU OF FORECLOSURE

THIS INDENTURE, Made this 30 day of August, 2016, between GREATER SOUTHEASTERN LAND DEVELOPMENT, whose address is 10153 US Highway 90 West, Lake City, Florida 32055, party of the first part, and Gary Sorensen, whose mailing address is 1400 West 22nd Street, Kearney, Nebraska 68845 party of the second part.

WITNESSETH:

That the said parties of the first part, for and in consideration of TEN AND 00/100 (\$10.00) DOLLARS, and other good and valuable consideration, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part and its successors and assigns forever, the following described land, situate, lying and being in the County of Columbia, State of Florida, to-wit:

SEE EXHIBIT "A"

Columbia County Property Appraisers I.D. 04-4S-16-02745-003 & 33-3S-16-02439-000 with all the tenements, hereditament and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever. And the said parties of the first part do covenant with the said party of the second part that they are lawfully seized of said premises and fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever claiming by, through or under the party of the first part, but against no others.

Existing Mortgage. The above described property is encumbered by a certain mortgage (the "Mortgage"). The Mortgage was given by GREATER SOUTHEASTERN LAND DEVELOPMENT to COLUMBIA BANK and is recorded at O.R. Book 1054, page 1523, of the Public Records of Columbia County, Florida. The Mortgage was later modified by a Mortgage Modification and Consolidation Agreement recorded at O.R. Book 1093, page 413, of the Public Records of Columbia County, Florida. The Mortgage was assigned by COLUMBIA BANK to RODGER D. POWELL, M.D. by written assignment which is recorded at O.R. Book 1319, page 2769, of the Public Records of Columbia County, Florida. The Mortgage was later assigned by RODGER D. POWELL, M.D. to the party of the second part by written assignment which is recorded at O.R. Book 1320, page 1249, of the Public Records of Columbia County, Florida and the corrective assignment recorded at O.R. Book 1320, page 2246, of the Public Records of Columbia County, Florida.

The Mortgage was further subject to Partial Release of Mortgage recorded in Official Records Book 1168, Page 1042; Partial Release of Mortgage recorded in Official Records Book 1183, Page 2046; Cross-Collateralization and Cross-Default Agreement recorded in Official Records Book 1187, Page 2739, Public Records of Columbia County, Florida and Official Records Book 1573, Page 423, Public Records of Suwannee County, Florida; Modification of Mortgage recorded in Official Records Book 1187, Page 2744, Public Records of Columbia

County, Florida and Official Records Book 1573, Page 428, Public Records of Suwannee County, Florida; Partial Release of Mortgage recorded in Official Records Book 1189, Page 2729; Cross-Collateralization and Cross-Default Agreement recorded in Official Records Book 1573, Page 430, Public Records of Suwannee County, Florida.

“Mortgage” shall hereafter mean the “Mortgage, as assigned as set out above.”

Deed Given in Lieu of Foreclosure. The party of the first party is giving this deed in lieu of the party of the second part foreclosing (or completing the foreclosure of) the Mortgage on the above described property.

No Merger to Occur. It is the express intent of the party of the first part and the party of the second part that neither the Mortgage nor the promissory note(s) secured thereby shall merge with the interest of party of the second part acquired pursuant to this deed. Both the Mortgage and the promissory note(s) it secures shall remain outstanding until the recording of a separate written satisfaction thereof. The lien of the Mortgage is preserved in favor of party of the second part and the party of the second part preserves its rights as mortgagee under the Mortgage to foreclose any junior encumbrances or liens on the above described property, foreclose any other property (described in the Mortgage or otherwise) and/or to seek a deficiency judgment.

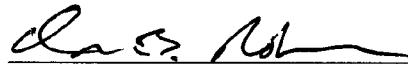
Deed Not Intended as Additional Security. The grant of this deed is an absolute conveyance of title to the above described property and is not intended to be as additional security for the party of the second part.

Consideration for This Deed. The party of the first part is giving this deed in consideration of the party of the second part reducing the party of the second part’s indebtedness under the promissory note(s) secured by the Mortgage. Such reduction is in an amount that the party of the first part and the party of the second part believe to be reasonably equivalent to the fair market

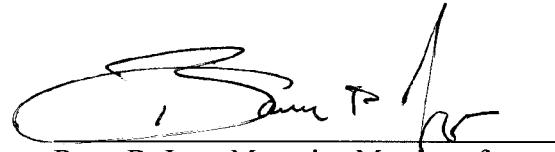
value of the above described property.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:



Kris B. Robinson
Witness (print name under signature)



Barry D. Joye, Managing Member of
Greater Southeastern Land Development, LLC



Mara Driggers
Witness (print name under signature)

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this 30 day of August, 2016
Barry D. Joye who is personally known to me or who produced _____ as
identification and who did not take an oath.

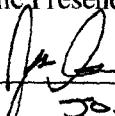


Notary Public (print name under signature)

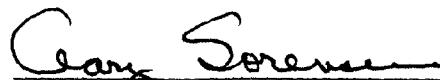
My Commission Expires:



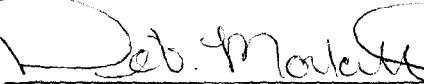
Signed, Sealed and Delivered
in the Presence of:


Jon Sommerfeld

Witness (print name under signature)


Gary Sorensen

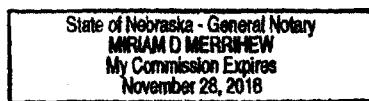
Gary Sorensen, Managing Member of
Greater Southeastern Land Development, LLC


Deb Marlett

Witness (print name under signature)

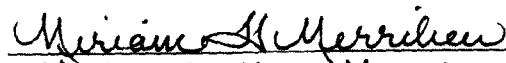
STATE OF NEBRASKA
COUNTY OF BUFFALO

The foregoing instrument was acknowledged before me this 29th day of August, 2016
Gary Sorensen who is personally known to me [] or who produced _____ as
identification and who did not take an oath.



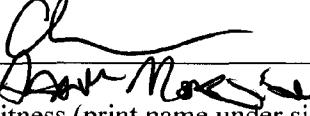
My Commission Expires:

11 - 28 - 2018


Miriam D Merrithew

Notary Public (print name under signature)

Signed, Sealed and Delivered
in the Presence of:



Witness (print name under signature)



Rodger D. Powell, M.D. Managing Member of
Greater Southeastern Land Development, LLC

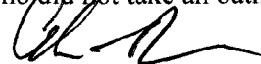


Danielle Wilber
Witness (print name under signature)

STATE OF FLORIDA
COUNTY OF Ashley

The foregoing instrument was acknowledged before me this 30th day of August, 2016
Rodger D. Powell, M.D. who is personally known to me or who produced
as identification and who did not take an oath.





Notary Public (print name under signature)

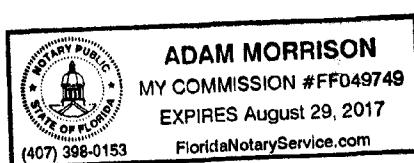


EXHIBIT A

Commence at the Northeast corner of Section 4, Township 4 South, Range 16 East, Columbia County, Florida and run North $89^{\circ}36'03''$ 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 $07^{\circ}15'01''$ 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 $07^{\circ}15'01''$ 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 $45^{\circ}36'17''$; 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 $60^{\circ}33'18''$ 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 $00^{\circ}56'58''$; 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 $89^{\circ}35'04''$ 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 $00^{\circ}04'59''$ 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 $07^{\circ}20'39''$; 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 $77^{\circ}15'37''$ West still along the said Northerly Right-of-Way line of Pinemount Road (County Road 252) a distance of 499.97 feet; thence South $83^{\circ}32'59''$ West still along said Northerly Right-of-Way line of Pinemount Road (County Road 252) a distance of 100.66 feet; thence South $76^{\circ}57'21''$ 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 angel of $03^{\circ}29'55''$; 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 $68^{\circ}18'18''$ 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 angel of $01^{\circ}08'53''$; 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 $00^{\circ}06'00''$ 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 $00^{\circ}11'13''$ 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 $89^{\circ}36'03''$ East along the South line of said Section 33, a distance of 132.00 feet; thence North $07^{\circ}18'13''$ 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 $89^{\circ}59'44''$ 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 $89^{\circ}38'39''$ 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 $00^{\circ}02'46''$ West, a distance of 701.77 feet; thence South $89^{\circ}57'14''$ 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 $07^{\circ}15'30''$ West along said Westerly Right-of-Way line of Pinemount Road (County Road 252), a distance of 406.76 feet; thence North $89^{\circ}34'19''$ West a distance of 240.00 feet; thence South $07^{\circ}13'13''$ 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 $07^{\circ}13'13''$ West a distance of 64.92 feet; thence South $89^{\circ}35'26''$ East a distance of 249.96 feet to the POINT OF BEGINNING.

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.