

CITY COUNCIL RESOLUTION NO. 2020-126

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE CITY TO EXECUTE AN AGREEMENT ACCEPTING A UTILITY EASEMENT FROM NEXTRAN CORPORATION FOR PURPOSES OF CONSTRUCTING AND MAINTAINING A LIFT STATION FOR THE CITY'S UTILITIES AT A COST EQUAL TO THE IMPACT FEES ASSOCIATED WITH CONNECTING TO THE CITY'S UTILITIES.

WHEREAS, the City of Lake City, Florida, (hereinafter the "City"), has identified a need for an easement to construct a lift station along the boundary line of a piece of real property identified by the Columbia County Property Appraiser as number 19-4S-17-08558-112 (hereinafter the "Property"); and

WHEREAS, Nextran Corporation (hereinafter "Nextran") is the owner of the aforementioned Property and the City has requested Nextran grant a public utility easement to the City; and

WHEREAS, Nextran has agreed to convey a public utility easement to the City measuring 50 feet (50') by 50 feet (50') for a lift station and an additional 20 feet (20') running the length of the Property; and

WHEREAS, the City Council desires to enter into an *Agreement Between the City of Lake City, Florida and Nextran Corporation, for the Conveyance of an Easement and Utility Connections* (hereinafter the "Agreement"), a copy of which is attached hereto as "Exhibit A", accepting the grant of a utility easement deed made a part of this resolution.

WHEREAS, the City Council finds that it is in the best interests of the

City to enter into the Agreement accepting the grant of a utility easement deed from Nextran for the purpose of constructing a lift station to service the surrounding area.

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 enter into the Agreement accepting the grant of a utility easement deed from Nextran for the purpose of constructing and maintaining a lift station.

PASSED AND ADOPTED a meeting of the City Council this ____ day of November 2020.

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

AGREEMENT BETWEEN THE CITY OF LAKE CITY, FLORIDA AND NEXTRAN CORPORATION, FOR THE CONVEYANCE OF AN EASEMENT AND UTILITY CONNECTIONS

THIS AGREEMENT is made and entered into this 15th day of December, 2020, by and between CITY OF LAKE CITY, FLORIDA, a municipal corporation organized under the laws of the State of Florida, having a principal and mailing address of 205 North Marion Avenue, Lake City, Florida 32055 (hereinafter the "City"), and NEXTRAN CORPORATION, having a mailing address of Post Office Box 2880, Jacksonville, Florida 32203 (hereinafter "Nextran"), and collectively the "Parties."

RECITALS

WHEREAS, Nextran is the owner of certain real property located in Lake City, Florida, identified by the Columbia County Property Appraiser as Parcel ID 19-4S-17-08558-112 ("Nextran's Parcel") and more particularly described in the legal description of the Boundary Survey attached hereto as "Exhibit A" and by this reference made a part hereof ("Easement Parcel"); and

WHEREAS, City either provides or desires to provide utility services to the residential and commercial property owners located in the vicinity of the Easement Parcel; and

WHEREAS, City desires an easement over the Easement Parcel to construct, maintain, and operate a lift station to enhance the quality of the utility services provided to the residential and commercial property owners located in the vicinity of the Easement Parcel; and

WHEREAS, Nextran is willing to convey the Easement Parcel to the City to construct, maintain, and operate a lift station to enhance the quality of the utility services provided to the residential and commercial property owners located in the vicinity of the Easement Parcel; and

WHEREAS, Nextran desires to connect to the City's utilities at such time the utilities become available to Nextran's Parcel; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree as follows:

Section 1. Recitals. The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

Section 2. Purpose of the Agreement. The purpose of this Agreement is to establish and memorialize the intent and desire of the Parties to convey, by Nextran, an easement to the City at a cost equal to the cost of impact fees the City will require of Nextran to connect to the City utilities once such utilities are available to Nextran's Parcel.

Section 3. Obligations of Nextran. Nextran shall grant and convey to the City a perpetual and exclusive right and easement to construct, maintain, and operate a lift station. The conveyance shall be in the form of "Exhibit B" attached hereto. Nextran shall charge to the City the amount of thirty-five thousand one

hundred five dollars and seventy-two cents (\$35,105.72) for the conveyance. Nextran agrees to receive as full compensation for the easement, a credit towards the impact fees to be charged by the City for Nextran's utility connection to the City's utility system within five (5) years of the utility system being made available to Nextran's Parcel.

Section 4. Obligations of City. City shall perform the following:

A. At the City's sole cost and expense, shall construct, maintain, and operate on the Easement Parcel the following:

(1) A lift station within the Easement Parcel and shall be responsible for compliance with all environmental laws and other governmental and quasi-governmental requirements regarding the same including, but not limited to, those of the Suwannee River Water Management District and Florida Department of Environmental Protection.

(2) Adequate security around the lift station located on the Easement Parcel and restrict access to the lift station to only authorized personnel.

(3) An asphalt milling driveway over the portion of the Easement Parcel that the City finds necessary to construct, maintain, and operate the lift station.

B. Create an account for the owner of Nextran's Parcel and credit the account for the current cost of impact fees which the Parties agree is thirty-five thousand one hundred five dollars and seventy-two cents (\$35,105.72), and connect the utilities of Nextran's Parcel to the City's utility system within five (5) years of the utility system being made available. The City shall notify Nextran when the utility system is available.

Section 5. Successors and Assigns; No Third-Party Beneficiaries. The provisions hereof shall:

A. be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns;

B. be perpetual and run with the land as a benefit to the City and a burden upon Nextran's Parcel;

C. not create any rights in or for the benefit of any third parties.

Section 6. Governing Law and Venue. This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. Any litigation to enforce any of the provisions of this Agreement shall be filed in the appropriate courts of Columbia County, Florida. The Parties agree that this provision survives with respect to any bankruptcy or receivership proceeding in any state.

Section 7. Headings. The headings, captions, and arrangements used in this Agreement are, unless specified otherwise, for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Agreement nor affect the meaning thereof. All terms utilized in this Agreement shall be construed, wherever

the context so requires so that the singular number shall include the plural and the plural shall include the singular.

Section 8. Entire Agreement and Amendments. This Agreement contains the entire understanding between the Parties and shall not be amended or modified except in a writing signed by the Party to be charged.

IN WITNESS WHEREOF, the undersigned have executed this Agreement under seal as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

D.B.R.
Witness
Derrick B Rudd
(type or print name)

[Signature]
Witness
Alexandra Pritchett
(type or print name)

NEXTRAN CORPORATION

By: [Signature]
Jon W. Pritchett,
President and Secretary

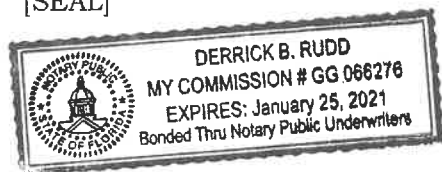
[CORPORATE SEAL]

STATE OF FLORIDA

COUNTY OF Union

The foregoing instrument was acknowledged before me by means of [check one box] ☒ physical presence or _____ online notarization, this 15th day of October, 2020 by JON W. PRITCHETT, President and Secretary of Nextran Corporation, who is either ☒ personally known to me or produced _____ as identification.

[SEAL]



[Signature]
Notary Public - Signature

Derrick B Rudd
Notary Name - Printed

[Signatures continue on the next page.]

Signed, sealed and delivered
in the presence of:

CITY OF LAKE CITY, FLORIDA

Witness

(Type or print name)

Witness

(Type or print name)

APPROVED AS TO FORM
AND LEGALITY:

By: _____
Stephen M. Witt, Mayor

[SEAL]

ATTEST:

By: _____
Fredrick L. Koberlein Jr.
City Attorney

By: _____
Audrey E. Sikes, City Clerk

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

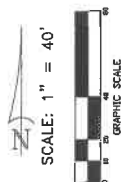
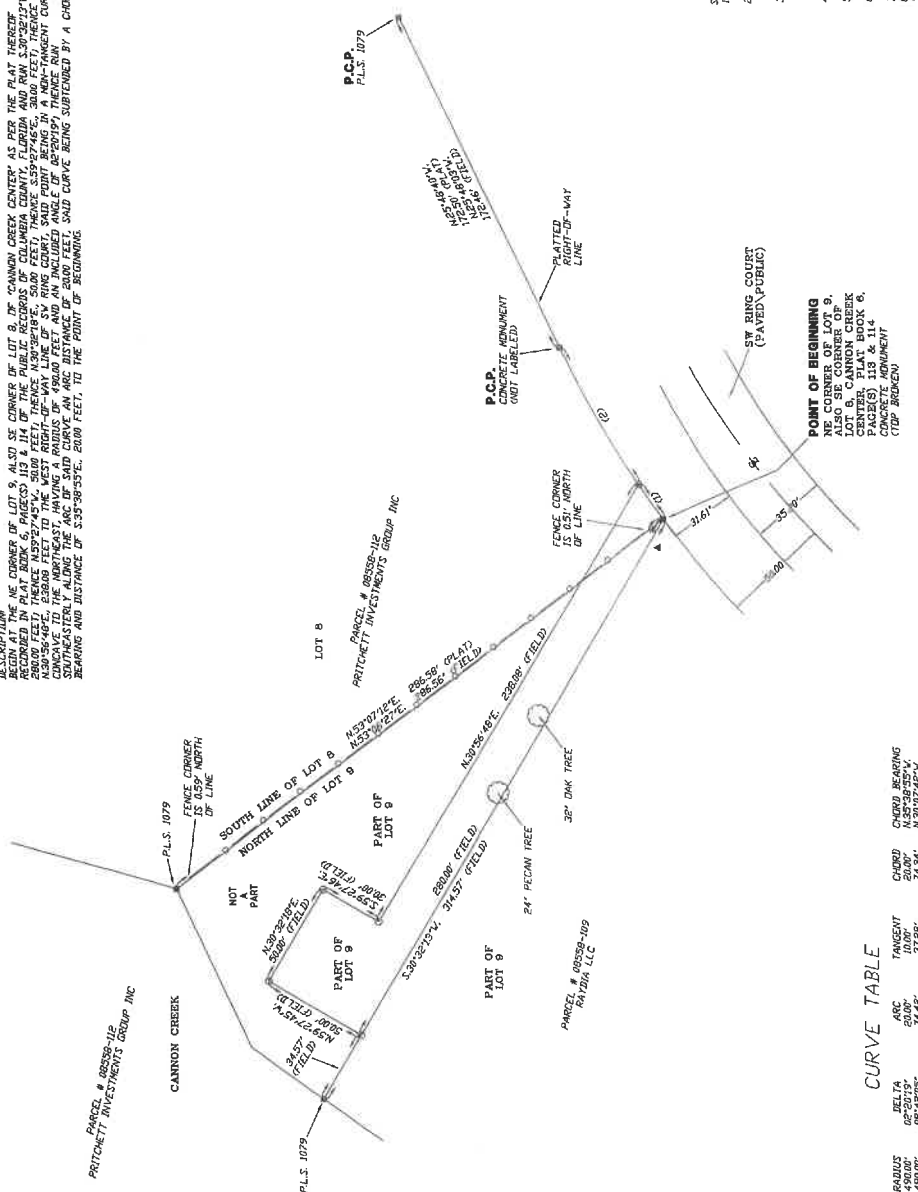
The foregoing instrument was acknowledged before me by means of [check one box] _____ physical presence or _____ online notarization, this _____ day of _____, 2020 by STEPHEN M. WITT, Mayor of the City of Lake City, Florida, and AUDREY E. SIKES, City Clerk of the City of Lake City, Florida, who are either _____ personally known to me or produced _____ as identification.

[SEAL]

Notary Public – Signature

Notary Name - Printed

EXHIBIT A
Boundary Survey

[illegible][illegible]

RADIUS	DELTA	ARC	TANGENT
490.00'	0°-20'19"	20.00'	10.00'
490.00'	0°-20'19"	20.00'	10.00'
490.00'	0°-20'19"	20.00'	10.00'

SURVEYOR'S NOTES

1. SURVEY BASED ON DOCUMENTATION FOUND IN ACCORDANCE WITH THE RETRACED OF
THE ORIGINAL SURVEY TOPIC SAID PLAT OF RECORD.

2. THIS SURVEY WAS CONDUCTED AT A BEGINNING OF 5,379,221.71M², BASED
ON A DEED OF RECEIPT ACQUIRED AS PART OF SAID LOT 9 AND SHOWN HEREIN AS
IT APPEARS.

3. THE TOTAL AREA OF THIS PARCEL IS IN ZONE "A" AND IS DETERMINED TO BE OUTSIDE
THE 500 YEAR FLOOD PLAIN AS PER LOCAL RATE MAP, DATED 2 NOVEMBER, 2008 FROM
PLANNING NUMBER JEWEL-2008-01 & JEWEL-2008-02. HOWEVER, THE FLOOD INSURANCE RATE
IMPROVEMENTS, IF ANY, INDICATED ON THIS SURVEY WOULD BE AS LOCATED ON
DATE OF FIELD SURVEY AS SHOWN HEREIN.

4. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT FOR A TITLE
EXCEPT AS SHOWN HEREIN.

5. DIMENSIONS SHOWN HEREIN ARE IN FEET AND DECIMAL PARTS THEREOF.

6. THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP, BASED ON THE COUNTY
PROPERTY APPRAISER'S GIS SYSTEM, UNLESS OTHERWISE NOTED.

CERTIFIED TO:
CITY OF LAKE CITY

CONSERVATION'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

06/09/20 FIELD SURVEY DATE
06/10/20 DRAWING DATE
L. SCOTT BRITT, P.S.M.
CERTIFICATION # 5757

BRITT SURVEYING
& MAPPING, LLC

LAND SURVEYORS AND MAPPERS, L.B. # 8016
2086 SW MAIN BLVD, SUITE, 112
LAKE CITY, FLORIDA 32025

www.britishsurvey.com

TELEPHONE: (386) 752-7163 FAX: (386) 752-5573

WORK ORDER # L-26834

FIELD BOOK: 367 PAGE(S): 34

EXHIBIT B
Utility Easement Deed

Return to:
City of Lake City, Florida
Attn: City Clerk
205 N. Main Street
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 15th day of October, 2020, by NEXTRAN CORPORATION, a corporation existing under the laws of Florida, formerly known as Pritchett Investment Group, Inc., and having a mailing address of Post Office Box 2880, Jacksonville, Florida 32203, 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 N. Main Street 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 "Easement Property") for the purposes expressly set forth herein, which Easement Property consists of a portion of the real property that is owned by Grantor that is more particularly described on "Exhibit B" attached hereto and incorporated herein (the "Nextran Property").

Grantor hereby warrants and covenants, (a) that it is the owner of the fee simple title to the Easement Property, (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 Easement Property as to Grantor's interest, subject to the terms and conditions of this easement.

Grantor and Grantee acknowledge and agree that the Grantee, at Grantee's sole cost and expense, shall be entitled to alter the Easement Property for the purpose of constructing a lift station. These alterations shall include, but are not limited to, installing a lift station for the public utility

systems, relocating a portion of the existing fence from the Easement Property to the boundary of the Nextran Property (which relocated fence shall connect to the existing fence on the Nextran Property), installing a gate to encompass the utility easement, and constructing an asphalt milling driveway, 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. Grantee shall keep and maintain the Easement Property in an orderly condition.

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

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed under corporate seal on the day and year first written above.

Signed, sealed and delivered
in the presence of:

NEXTRAN CORPORATION, a Florida
corporation, formerly known as Pritchett
Investment Group, Inc.

[Signature]
Witness' Signature
Alexander Pritchett
(type or print name)

By: [Signature]
JON W. PRITCHETT,
President and Secretary

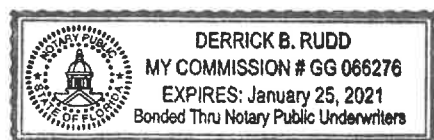
[Signature]
Witness' Signature
Derrick B Rudd
(type or print name)

[CORPORATE SEAL]

STATE OF FLORIDA

COUNTY OF Union

The foregoing instrument was acknowledged before me by means of [☒] physical presence or [☐] online notarization, this 15th day of October, 2020 by JON W. PRITCHETT, President and Secretary of Nextran Corporation, a Florida corporation, on behalf of the corporation, who is personally known to me or produced _____ as identification.



[Signature]
Notary Public - Signature

Derrick B Rudd
Notary Name - Printed

Exhibit "A"

Legal Description of the Easement Property

L-26634

Parcel #08558-112

DESCRIPTION:

BEGIN AT THE NE CORNER OF LOT 9, ALSO SE CORNER OF LOT 8, OF "CANNON CREEK CENTER" AS PER THE PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGE(S) 113 & 114 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA AND RUN S.30°32'13"W., 280.00 FEET; THENCE N.59°27'45"W., 50.00 FEET; THENCE N.30°32'18"E., 50.00 FEET; THENCE S.59°27'46"E., 30.00 FEET; THENCE N.30°56'48"E., 238.08 FEET TO THE WEST RIGHT-OF-WAY LINE OF SW RING COURT, SAID POINT BEING IN A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 490.00 FEET AND AN INCLUDED ANGLE OF 02°20'19"; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 20.00 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S.35°38'55"E., 20.00 FEET, TO THE POINT OF BEGINNING.

Exhibit "B"

Legal Description of the Nextran Property

A part of Lot 8 and 9 of "CANNON CREEK CENTER" and a part of Cannon Creek according to the plat thereof as recorded in Plat Book 6 Pages 113-114 of the public records of Columbia County, Florida, more particularly described as follows: COMMENCE at a concrete monument on the Northeasterly right-of-way line of Interest #75 marking a common corner to Lots 7 and 8 of said Cannon Creek Center and run S 27°29'28" E, 445.0 feet for POINT OF BEGINNING; thence N 61 °48'06" E, 483.55 feet to the Southwesterly right-of-way of Cannon Creek Center Road (A 100 foot right-of-way); said point being on a curve concave to the Southeast having a radius of 356.95 feet, an included angle of 22°05'36"; thence Southerly along the arc of said curve for an arc distance of 137.64 feet; thence S 25°48'40" E, 172.50 feet to a point of curve of a curve concave to the Northeast having a radius of 490.00 feet, an included angle of 11°04'08"; thence Southeasterly along the arc of said curve for an arc distance of 94.66 feet; thence S 30°28'44" W, 569.80 feet to the Northeasterly right-of-way of said Interstate #75; said point being on a curve to the Northwest having a radius of 1849.86 feet, an included angle of 3°39'50"; thence Northwesterly along said curve for an arc distance of 118.27 feet: thence N 27°29'28" W, 582.83 feet to the POINT OF BEGINNING.