

RESOLUTION NO 2025 - 001
CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN FORM OF UTILITIES EASEMENT FOR USE BY CITY DEPARTMENTS AND ADMINISTRATION; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID FORM OF UTILITIES EASEMENT; AUTHORIZING NON-SUBSTANTIVE CHANGES TO SAID FORM OF UTILITIES EASEMENT WITH THE CONCURRENCE OF THE CITY ATTORNEY; DIRECTING THE CITY'S DEPARTMENTS AND ADMINISTRATION TO UTILIZE SAID FORM OF UTILITIES EASEMENT IN ALL SUCH CASES WHERE IT IS APPLICABLE; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City ("City") operates and manages certain utilities and public works for the benefit of the City; and

WHEREAS, from time to time landowners other than the City (the "Third-Party Owners") desire that the City locate certain City-owned utilities and public works facilities on lands of Third-Party Owners; and

WHEREAS, to locate City-owned utilities and public works facilities on lands owned by Third-Party Owners, such Third-Party Owners must grant an easement to the City permitting such location; and

WHEREAS, the terms and conditions of such easements are generally uniform and not subject to substantial deviation; and

WHEREAS, expediting the creation and implementation of such easements to streamline the process of development approval promotes efficiency in government; and

WHEREAS, to promote such efficiencies the City desires to adopt a form of utilities easement in the form of the easement attached as an Exhibit hereto; and

WHEREAS, the City further desires that City departments and administration utilize such form of utilities easement in all such cases where appropriate to do so; and

WHEREAS, the City desires such easement, subject to the provisions of this resolution, be used by the City's departments and administration without further approval of the City Council; and

WHEREAS, adopting the terms of the proposed utilities easement as an approved form of the City in the form of the Exhibit attached hereto (the "Utilities Easement") is in the public or community interest and for public welfare; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Adopting the form of the Utilities Easement as an approved form of the City is in the public

or community interest and for public welfare; and

2. In furtherance thereof, the Utilities Easement in the form of the Exhibit attached hereto should be and is approved and adopted as a form of utilities easement by the City Council of the City of Lake City; and
3. In furtherance thereof, City departments and administration are directed and authorized, without further approval of the City Council, to utilize the Utilities Easement in all such cases where appropriate to do so; and
4. In furtherance thereof, City departments and administration are authorized, with the concurrence of the City Attorney, to make minor, non-substantive changes to the Utilities Easement, provided such changes do not incur additional liability to the City; and
5. The applicability of the use and approval of the Utilities Easement shall be retroactive to December 1, 2024; and
6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
7. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ____ day of January, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

Prepared by and return to:

Folds Walker, LLC
527 E. University Avenue
Gainesville, FL 32601
(352) 372-1282

[Space Above This Line For Recording Data]

GRANT OF EASEMENT FOR UTILITIES AND PUBLIC WORKS

THIS EASEMENT, made this ___ day of _____, 202__, by [Insert Grantor Name] whose post office address is [Insert Grantor Address], GRANTOR, and the **City of Lake City**, a Florida municipality whose post office address is 205 North Marion Avenue, Lake City, Florida 32055, GRANTEE.

WITNESSETH:

That the said GRANTOR, for and in consideration of the sum of One (\$1.00) Dollar, and other good and valuable consideration, to it in hand paid by GRANTEE, receipt of which is hereby acknowledged, has given and granted, and by these presents does give and grant unto the GRANTEE, its successors and/or assigns, the below-described nonexclusive, perpetual easement in gross for utilities, ingress, and egress, over, under, below, upon, and through the following described parcel in Columbia County, Florida (collectively, the "Easement Area"), to wit:

[Insert Legal Description of Burdened/Servient Parcel]

A part of Tax Parcel [Insert Parcel Number]

EASEMENT IN GROSS FOR UTILITIES:

A nonexclusive, perpetual easement in gross to the GRANTEE for the purpose of constructing, locating, relocating, operating, and maintaining public utilities facilities, including by example, but not limited to the following: electric, water, sanitary sewer, wastewater, natural gas, reclaimed water, storm water, and telecommunications facilities, and related appurtenances for storage, distribution, and/or collection of same, such easement specifically including (a) the right for GRANTEE to patrol, inspect, locate, install, operate, alter, improve, repair, rebuild, relocate, and remove such facilities; (b) the right for GRANTEE to upgrade the quantity and type of facilities; (c) the right for GRANTEE to clear trees, limbs, undergrowth, and other physical objects which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation, or maintenance of facilities; (d) the reasonable right for GRANTEE to enter upon the above-described lands conveyed herein for the purpose of exercising the rights herein granted; (e) the right to ingress and egress to and from the Easement Area at all times; and (f) all other rights and privileges reasonably necessary or convenient for GRANTEE's safe and efficient installation, operation, and maintenance of facilities and for the enjoyment and use of said easement for the purposes described hereinabove.

This nonexclusive, perpetual easement in gross for utilities is conditioned upon GRANTEE properly filling and restoring all openings and excavations created upon the surface of the Easement Area

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RESOLUTION**

**NOT FOR
EXECUTION**

by GRANTEE for the purpose of examining, repairing, replacing, altering, or extending the utilities facilities, leaving said surface in good and safe condition with respect to such openings and excavations. Further, GRANTOR assumes all risk of loss for any moveable object or landscaping placed in or upon the Easement Area by GRANTOR.

GRANTOR hereby covenants and agrees that, except as expressly provided herein, no buildings, structures, obstacles or trees shall be located, constructed, excavated or created by GRANTOR within the Easement Area in order to allow ready access to GRANTEE's facilities, and further to allow ingress and egress over and across the Easement Area. If future development on the property by GRANTOR necessitates the relocation of any utilities located within the Easement Area, GRANTOR agrees to pay all costs of such relocation unless specifically released from such payment by the GRANTEE.

In addition to the grant of the Easement Area, the GRANTOR, its successors and/or assigns, agree to not cause any buildings, structures, or similar obstacles to be located in a defined area within ten (10) feet of any electric distribution facility, ten (10) feet of any communications facility, ten (10) feet of any water facility, fifteen (15) feet of any sanitary sewer facility, and ten (10) feet for gas facility, or cause an encroachment, which will unreasonably interfere with the GRANTEE's use of any such defined area.

GRANTEE shall have quiet and peaceful possession, use, and enjoyment of these easements. GRANTOR shall not utilize or permit to be utilized the Easement Area in any way which will interfere with GRANTEE's facilities over, under, or upon the Easement Area and the safe operation and maintenance thereof, nor right of ingress and egress over and across the Easement Area.

GRANTOR hereby warrants and covenants that GRANTOR is the owner of fee simple title to the premises in which the above described Easement Area is located and has full right and lawful authority to grant and convey these easements.

NOTE: The Easement Area is represented on the surveyor's sketch attached hereto as Exhibit "A", which sketch is for demonstrative purposes only and to the extent of conflict or inconsistency between said sketch and the legal description set forth herein, such legal description of the Easement Area shall prevail.

TO HAVE AND TO HOLD the same unto the said GRANTEE, its successors and/or assigns, forever.

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed under seal on the day and year aforesaid.

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Signed, sealed and delivered in our presence:

Witness Name: _____
Address: _____

[Insert Grantor Name]

By: _____
[Grantor Signatory Printed Name]

Witness Name: _____
Address: _____

State of _____
County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 202__ by [Insert Signatory Name], who is personally known to me or who has produced _____ as identification.

[Notary Seal]

Notary Public
Printed Name: _____
My Commission Expires: _____

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