



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: May 17, 2018

Meeting Date: June 7, 2018

Name: Kevin Kirby

Department: Public Works

Division Manager's Signature: 

1. Nature and purpose of agenda item:

Public Works - ROW Easement - Clay Electric - Bishop Corner

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item?

☒

N/A

☐

Yes Account No. _____

☐

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

Fund: _____

FROM: _____

TO: _____

AMOUNT: _____

For Use of County Manger Only:

☒

Consent Item

☐

Discussion Item

Prepared by: CWW/LAH

Return to:
Clay Electric Cooperative, Inc.
Real Estate Division
Post Office Box 308
Keystone Heights, FL 32656

Clay Electric Property No: 8779900

Tax Parcel No.:03-5S-16-03464-001

RIGHT-OF-WAY EASEMENT
Clay Electric Cooperative, Inc.

GRANTORS, (whether singular or plural) **BOARD of COUNTY COMMISIONERS**

For **COLUMBIA COUNTY, FLORIDA**

Whose mailing address is: **PO BOX 1529**

City **LAKE CITY** State **FLORIDA** Zip **32056**

in Consideration of one dollar and other good and valuable Considerations, the receipt of which is hereby acknowledged, do(es) hereby grant, bargain, sell And convey to Clay Electric Cooperative, Inc., a Florida Corporation, of P. O. Box 308, Keystone Heights, Florida, 32656, hereinafter called the “Cooperative”, its successors and assigns, a perpetual easement **TWENTY (20)** feet in width over, under, upon and across the Lands and real property situate, lying and being in the County of **COLUMBIA**, State of Florida, more particularly described as follows:

A Non-exclusive easement twenty (20) feet in width being ten (10) feet on each side of the centerline of an overhead electrical distribution system and associated facilities over, under, upon and across parcel of land lying in Section 3, Township 5 South, Range 16 East, Columbia County, Florida. Said parcel being more particularly described as follows:

BEGIN at the Northwest corner of the Northeast ¼ of the Southeast ¼ of Section 3, Township 5 South, Range 16 East, Columbia County, Florida and run North 89°15'50" East along the North line of said Northeast ¼ of the Southeast ¼ of Section 3 a distance of 1324.01 feet to the Northeast corner of said Northeast ¼ of the Southeast ¼ of Section 3; thence South 00°53'58" East along the East line of said Northeast ¼ of the Southeast ¼ of Section 3 a distance of 462.10 feet; thence North 76°06'58" West a distance of 698.02 feet; thence South 89°42'09" West a distance of 652.08 feet to a point on the West line of the Northeast ¼ of the Southeast ¼ of Section 3; thence North 00°17'51" West along said West line of the Northeast ¼ of the Southeast 1/4 of Section 3 a distance of 280.92 feet to the POINT OF BEGINNING. Containing 10.03 acres, more or less

together with a perpetual easement over, under, upon and across all streets, roads, alleys, easements and rights-of-way in any plat or subdivision of which the above described property is a part, to the extent of Grantor's interest therein. The right to construct, rebuild, operate, and maintain electric lines and systems on or under the above described lands; the right to inspect, repair, change, alter, improve, remove, and add to such facilities and systems as the Cooperative deems advisable, including, by way of example, and not by way of limitation, the right to alter, modify, increase or decrease the number and size of conduits, wires, voltage, poles, cables, down guys, transformers, transformer enclosures, regulators, and all necessarily related equipment; the right to cut, trim, remove, and control the growth of trees, shrubberies, and other plants in the easement area by all means available, and not prohibited by law, that may, in the judgement of the Cooperative, interfere with, threaten or endanger the operation and maintenance of the Cooperative's facilities and systems; the right to keep the easement clear of all buildings, structures or other obstructions except citrus trees and low-growing shrubbery that do not otherwise in the judgement of the Cooperative interfere with Cooperative's use of the easement and right-of-way; the right to license, permit, or otherwise agree to the joint use or occupancy of the easement, facilities or system whether over land or under ground by other utilities, persons, associations, or corporations, and the right to enter upon, cross, and use other lands of the Grantors to provide reasonable access to the easement granted herein. Grantor agrees that all equipment, poles, wire, facilities, and other tangible personal property, together with any other improvements to the easement and right-of-way installed by or on behalf of the Cooperative, shall remain the sole and exclusive property of the Cooperative, and shall not be subject to any interest or claim of Grantor. Grantor covenants with Grantee that he is lawfully seized of the land in fee simple, that he has good, right and lawful authority to grant, bargain, sell, and convey the land and the interest herein conveyed. Grantor reserves the right to use the underlying fee for farming, citrus grove, or pasture purposes, provided that such use shall not include the construction, placement or location of any structures in the easement area, nor any use that would, in the judgement of the Cooperative, interfere with the Cooperative's use and enjoyment of the easement. Grantor agrees that this right-of-way easement is perpetual and shall run with the land, and that any abandonment or interruption of the use of the easement and right-of-way shall not terminate or impair the interests hereby conveyed to the Cooperative.

IN WITNESS WHEREOF, the Grantors have hereunto affixed their hands and seals this _____ day of _____, 20 17 .

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

First,
Witness Signature: _____

Also,
Type/Print Name: _____

Second,
Witness Signature: _____

Also,
Type/Print Name: _____

By: _____ (seal)

Type/Print Name **TIM MURPHY**
and Title: **Chairman**

Attest: _____ (seal)

Type/Print Name
and Title: _____

STATE OF **FLORIDA**

COUNTY OF **COLUMBIA**

(Corporate Seal)

The foregoing instrument was acknowledged before me this _____ day of _____, 20 17

by **TIM MURPHY, Chairman** of **BOARD of COUNTY COMMISIONERS**

(Name of officer, partner or agent, and title, one or more) **For COLUMBIA COUNTY, FLORIDA**

(Name of corporation or partnership acknowledging)

a **FLORIDA** corporation, on behalf of the corporation. He/she is personally known to me or produced _____
_____ as identification. (type of identification)

(Signature): _____ Notary Public

Also,
Type/Print Name: _____

Commission Expires: _____ Commission No. _____

(Notary Seal)

Prepared by: CWW/LAH

Return to:
Clay Electric Cooperative, Inc.
Real Estate Division
Post Office Box 308
Keystone Heights, FL 32656

Clay Electric Property No: 8779900

Tax Parcel No.:02-5S-16-03443-103

RIGHT-OF-WAY EASEMENT
Clay Electric Cooperative, Inc.

GRANTORS, (whether singular or plural) COLUMBIA COUNTY, FLORIDA
A POLITICAL SUBDIVISION of the STATE of FLORIDA

Whose mailing address is: PO BOX 1529
City LAKE CITY State FLORIDA Zip 32056

in Consideration of one dollar and other good and valuable Considerations, the receipt of which is hereby acknowledged, do(es) hereby grant, bargain, sell And convey to Clay Electric Cooperative, Inc., a Florida Corporation, of P. O. Box 308, Keystone Heights, Florida, 32656, hereinafter called the "Cooperative", its successors and assigns, a perpetual easement TWENTY (20) feet in width over, under, upon and across the Lands and real property situate, lying and being in the County of COLUMBIA, State of Florida, more particularly described as follows:

A Non-exclusive easement twenty (20) feet in width being ten (10) feet on each side of the centerline of an overhead electrical distribution system and associated facilities over, under, upon and across parcel of land lying in Section 2, Township 5 South, Range 16 East, Columbia County, Florida.
Said parcel being more particularly described as follows:
LOTS 2 AND 3 OF BISHOP CORNER, A SUBDIVISION ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 103, OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA,

LESS AND EXCEPT THE NORTHERN 1.00 (ONE) ACRE OF LAND WHOSE SOUTHERN BOUNDARY RUNS PARALLEL TO THE BOUNDARY LINE BETWEEN LOTS 2 AND 3 ACCORDING TO PLAT RECORDED IN PLAT BOOK 5, PAGE 103, OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA.

together with a perpetual easement over, under, upon and across all streets, roads, alleys, easements and rights-of-way in any plat or subdivision of which the above described property is a part, to the extent of Grantor's interest therein. The right to construct, rebuild, operate, and maintain electric lines and systems on or under the above described lands; the right to inspect, repair, change, alter, improve, remove, and add to such facilities and systems as the Cooperative deems advisable, including, by way of example, and not by way of limitation, the right to alter, modify, increase or decrease the number and size of conduits, wires, voltage, poles, cables, down guys, transformers, transformer enclosures, regulators, and all necessarily related equipment; the right to cut, trim, remove, and control the growth of trees, shrubberies, and other plants in the easement area by all means available, and not prohibited by law, that may, in the judgement of the Cooperative, interfere with, threaten or endanger the operation and maintenance of the Cooperative's facilities and systems; the right to keep the easement clear of all buildings, structures or other obstructions except citrus trees and low-growing shrubbery that do not otherwise in the judgement of the Cooperative interfere with Cooperative's use of the easement and right-of-way; the right to license, permit, or otherwise agree to the joint use or occupancy of the easement, facilities or system whether over land or under ground by other utilities, persons, associations, or corporations, and the right to enter upon, cross, and use other lands of the Grantors to provide reasonable access to the easement granted herein. Grantor agrees that all equipment, poles, wire, facilities, and other tangible personal property, together with any other improvements to the easement and right-of-way installed by or on behalf of the Cooperative, shall remain the sole and exclusive property of the Cooperative, and shall not be subject to any interest or claim of Grantor. Grantor covenants with Grantee that he is lawfully seized of the land in fee simple, that he has good, right and lawful authority to grant, bargain, sell, and convey the land and the interest herein conveyed. Grantor reserves the right to use the underlying fee for farming, citrus grove, or pasture purposes, provided that such use shall not include the construction, placement or location of any structures in the easement area, nor any use that would, in the judgement of the Cooperative, interfere with the Cooperative's use and enjoyment of the easement. Grantor agrees that this right-of-way easement is perpetual and shall run with the land, and that any abandonment or interruption of the use of the easement and right-of-way shall not terminate or impair the interests hereby conveyed to the Cooperative.

IN WITNESS WHEREOF, the Grantors have hereunto affixed their hands and seals this day of ,20 18 .

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

First,
Witness Signature:

Also,
Type/Print Name:

Second,
Witness Signature:

Also,
Type/Print Name:

By:

Type/Print Name
and Title:

Attest:

Type/Print Name
and Title:

(seal)

TIM MURPHY
Chairman

(seal)

STATE OF COLUMBIA
COUNTY OF FLORIDA

(Corporate Seal)

The foregoing instrument was acknowledged before me this day of ,20 18
by TIM MURPHY, Chairman of COLUMBIA COUNTY, FLORIDA
(Name of officer, partner or agent, and title, one or more) A political subdivision of the State of Florida
(Name of corporation or partnership acknowledging)

a Florida corporation, on behalf of the corporation. He/she is personally known to me or produced (type of identification)
as identification.

(Signature): Notary Public
Also,
Type/Print Name:
Commission Expires: Commission No.

(Notary Seal)