



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: 9/26/2017 Meeting Date: 10/5/2017

Name: Chad Williams, County Engineer Department: BCC Administration

Division Manager's Signature:

A handwritten signature in blue ink that reads "Ben Scott".

1. Nature and purpose of agenda item:

BCC Administration - Requesting Approval of Sanitary Sewer Easement Agreement - Love's Travel Stops & Country Stores, Inc.

2. Recommended Motion/Action:

There is no recommended motion or action.

3. Fiscal impact on current budget.

This item has no effect on the current budget.



10601 North Pennsylvania
P.O. Box 26210
Oklahoma City, OK 73126

RECEIVED

SEP 22 2017

Board of County Commissioners
Columbia County

September 18, 2017

Columbia County Florida
Attn: Chad Williams
PO Box 1529
Lake City, FL 32056

RE: Sanitary Sewer Easement Agreement – Ellisville, FL

Dear Chad,

Please see the signed Sanitary Sewer Easement Agreement for Love's Travel Stops & Country Stores, Inc.
at Ellisville, FL.

You may contact Rick Shuffield at 405-302-6646 or rick.shuffield@loves.com if you have questions.

Sincerely,

Michelle L. Wright
Administrative Assistant

Cc: Rick Shuffield

AFTER RECORDING RETURN TO:

Love's Travel Stops & Country Stores, Inc.
10601 N. Pennsylvania
Oklahoma City, Oklahoma 73120
Attention: Real Estate Coordinator

(This space reserved for recording information)

SANITARY SEWER EASEMENT AGREEMENT

(Ellisville, FL)

THIS SANITARY SEWER EASEMENT AGREEMENT (the "Agreement") is entered into on this ____ day of _____, 2017 (the "Effective Date," to be the date of last execution hereof), by and between **LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.**, an Oklahoma corporation ("Grantor"), having an address of 10601 N. Pennsylvania Ave., Oklahoma City, Oklahoma 73120, Attention: Real Estate Coordinator, and the **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, having an address of P.O. Box 1529, Lake City, Florida 32056-1529, Attention: County Engineer.

RECITALS

- A.** Grantor is the owner of certain real property located in Columbia County, Florida described in Exhibit A (the "Property"), upon which it intends to develop a Love's Travel Stop facility; and
- B.** Grantee desires to construct and install sewer improvements (the "Sewer Line") to service the Property within a particular portion thereof, as such portion is described in Exhibit B and generally depicted on Exhibit C (the "Easement Tract"), and Grantor desires to permit the same, all under the terms and conditions hereof.

NOW THEREFORE, in consideration of the terms and conditions hereof and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. GRANT OF EASEMENT.** Grantor hereby grants to Grantee a non-exclusive, perpetual easement (the "Easement") over, under, upon and across the Easement Tract solely for purposes of constructing, laying, maintaining, operating, repairing and removing, from time to time, the Sewer Line, together with the right of ingress and egress to and from the Sewer Line over, upon and across the remainder of the Property, subject to all restrictions, easements, and other encumbrances of record or that which could be discovered by a survey of the Property.
- 2. RESERVATION OF RIGHTS.** Notwithstanding the grant of Easement and rights to Grantee hereunder, Grantor expressly reserves the right to use the Easement Tract in any manner which does not materially interfere with Grantee's exercise of its rights hereunder.
- 3. MANNER OF PERFORMANCE; COMPLIANCE WITH LAWS.** Grantee, in the exercise of its rights hereunder, shall (i) act in a manner so as not to unreasonably interfere with the operation and enjoyment by Grantor of its business on the Property; (ii) not materially impair access to or from the Property by heavy transport trucks and/or passenger vehicles; and (iii) comply with all applicable laws, regulations and ordinances. Following any exercise of Grantee's rights hereunder, Grantee (at its expense) shall repair, replace and restore the Easement Tract (and any other part of the Property, as the case may be) to its original condition, including, but not limited to, the restoration of damage caused to landscaping improvements, sprinkler systems, signage, paving and curbing improvements. In addition,

Grantee agrees to pay for damages to any personal property or improvements arising out of or in relation to the exercise of Grantee's rights hereunder. Grantee acknowledges and understands that Grantor intends to construct and install paving and curbing improvements within the Easement Tract (in addition to signage and landscaping) for the purposes of providing a primary means of vehicular traffic for heavy-duty transport trucks and passenger vehicles between State Road No. 25 / U.S. Highways No. 41 and 441 and the Property, and will design, construct and install the Sewer Line so as to withstand significant and heavy traffic over and upon the Easement Tract.

4. **INDEMNITY.** To the extent permitted by law, Grantee shall defend, indemnify and hold Grantor and its affiliates and their respective employees, agents, tenants at the Property, assignees, customers and invitees (the "Grantor Parties"), harmless from all liabilities, damages, claims, costs and expenses (including without limitation, attorneys' fees) ("Claims") resulting from the exercise of Grantee's rights hereunder or otherwise arising in relation to this Agreement; provided that, the foregoing indemnity shall not apply to the extent Claims result from the gross negligence or willful misconduct of any of the Grantor Parties.

5. **NOTICE.** All notices or other communication herein required or permitted shall be in writing and given by personal delivery or sent by (i) registered or certified mail return receipt requested, postage prepaid, or (ii) nationally recognized overnight courier service, addressed as first set forth above (unless written notice of change thereof is provided). Notice shall be deemed received on the earlier of (a) actual receipt, (b) three (3) business days after deposit in the U.S. Mail, or (c) the first business day after deposit with an overnight courier, upon receipt of proof of transmission. Any notice or communication not received because of a change of address, without notice to the other party thereof, or refusal to accept delivery, shall be deemed received, notwithstanding the same, as set forth above.

6. **MISCELLANEOUS.** This Agreement embodies the entire understanding of the parties with respect to the Easement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement and the terms and provisions hereof shall be deemed covenants running with the land for all purposes and may be amended or modified only by an instrument in recordable form, executed by all parties hereto. Nothing contained in this Agreement shall be deemed to create a gift or be deemed a dedication of any portion of the Property to the general public. If either party commences a legal action or proceeding against the other party to enforce its rights hereunder, the prevailing party in such action or proceeding shall be entitled to recover from the other, in addition to any other relief granted, its reasonable attorney's fees, costs and expenses incidental to such thereto. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument.

[EXECUTION PAGE(S) AND EXHIBITS TO FOLLOW]

EXECUTED BY THE PARTIES to be effective as of the Effective Date.

GRANTOR:

LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.,
An Oklahoma Corporation

By: [Signature]
Name: Doug Stuss
Title: EVP & CFO

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA) SS.

The foregoing instrument was acknowledged before me this 7 day of September, 2017, by Doug Stuss, as EVP & CFO of LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.

My Commission Expires: 08/04/2018



Lindsay N. Piatt
Notary Public; Commission No. 10000252

GRANTEE:

COLUMBIA COUNTY, FLORIDA,
A Political Subdivision of the State of Florida

Ronald Williams, Chairman

Approved as to form:

Joel Foreman, County Attorney

ATTEST: _____
P. DeWitt Cason, Clerk

EXHIBIT A

Legal Description of Property

PARCEL 1:

COMMENCE at the Northeast corner of Section 3, Township 6 South, Range 17 East, Columbia County, Florida and run South 88°15'56" West along the North line of Section 3 a distance of 1337.0 feet to a point on the centerline of State Road 25 (U.S. Highway No. 41 and 441); thence South 01°33'04" East along the centerline of said Highway 638.89 feet; thence South 88°26'56" West 111.50 feet to a point on the Westerly right-of-way line of said State Road No. 25 and the POINT OF BEGINNING; thence South 88°26'58" West 200.00 feet; thence South 01°33'04" East 147.87 feet; thence South 89°03'59" West 80.00 feet; thence South 01°33'04" East 80.00 feet to a point on the limited access right-of-way line, State Road No. 93 (Interstate Highway No. 75); thence South 89°03'59" West still along said right-of-way line 55.62 feet to the point of curve concave to the right and having a radius of 976.74 feet and a central angle of 16°51'50"; thence along the arc of said curve still along said right-of-way line a distance of 287.48 feet, said arc having a chord bearing of North 82°30'29" West and a chord distance of 286.45 feet; thence North 01°33'04" West 630.85 feet; thence North 88°28'56" East 630.00 feet to a point on the Westerly right-of-way line of said State Road No. 25; thence South 1°33'04" East along said Westerly right-of-way line 325.68 feet; thence South 3°45'25" West still along said right-of-way line 124.32 feet to the POINT OF BEGINNING.

AND

PARCEL 2:

ALSO COMMENCE at the Northeast corner of Section 3, Township 6 South, Range 17 East, Columbia County, Florida and run South 88°15'56" West along the North line of Section 3 a distance of 1337.0 feet to a point on the centerline of State Road No. 25 (U.S. Highway No. 41 and 441); thence South 01°33'04" East along the centerline said Highway 638.89 feet; thence South 88°26'56" West 111.50 feet to a point on the Westerly right-of-way line of said State Road No. 25; thence South 88°26'58" West 200.00 feet; thence South 01°33'04" East 147.87 feet to the POINT OF BEGINNING; thence continue South 1°33'04" East 80.00 feet to a point on the limited access right-of-way line, State Road No. 93 (Interstate Highway No. 75); thence South 89°03'59" West 80.00 feet; thence North 01°33'04" West 80.00 feet; thence North 89°03'59" East 80.00 feet to the POINT OF BEGINNING.

LESS AND EXCEPT:

COMMENCE at the Northeast corner of Section 3, Township 6 South, Range 17 East, Columbia County, Florida and run South 88°15'56" West along the North line of said Section 3 a distance of 1337.0 feet to a point on the centerline of State Road No. 25 (U.S. Highway No. 41 & 441); thence South 01°33'04" East along said centerline 418.58 feet; thence South 88°31'19" West 100.11 feet to a point on the Westerly Right-of-Way line of State Road No. 25 (U.S. Highway No. 41 & 441); thence continue South 88°31'19" West 15.00 feet; thence North 01°36'53" West 214.17 feet; thence South 88°24'39" West 488.81 feet; thence South 01°35'21" East 57.32 feet to the POINT OF BEGINNING; thence North 88°21'56" East 50.00 feet; thence South 01°38'04" East 100.00 feet; thence South 88°21'56" West 100.00 feet; thence North 01°38'04" West 100.00 feet; thence North 88°21'56" East 50.00 feet to the POINT OF BEGINNING.

ALSO LESS AND EXCEPT:

COMMENCE at the Northeast corner of Section 3, Township 6 South, Range 17 East, Columbia County, Florida and run South 88°15'56" West along the North line of Section 3 a distance of 1337.0 feet to a point on the centerline of State Road 25 (U.S.-41/441); thence South 01°33'04" East along said centerline of State Road 25 (U.S.-41/441) a distance of 638.89 feet; thence South 88°26'56" West a distance of 111.50 feet; thence South 88°18'58" West a distance of 199.80 feet to the POINT OF BEGINNING; thence South 01°33'16" East a distance of 226.57 feet to a point on the North Limited Access Right-of-Way line of Interstate Highway No. 75 (SR-93); thence South 88°33'19" West along said North Limited Access Right-of-Way line of Interstate Highway No. 75

(SR-93) a distance of 30.00 feet; thence North 01°33'16" West a distance of 30.10 feet; thence South 88°33'19" West a distance of 10.00 feet; thence North 01°33'16" West a distance of 196.30 feet; thence North 88°18'58" East a distance of 40.00 feet to the POINT OF BEGINNING.

AND

PARCEL 3:

The certain parcel of land lying in Section 3, Township 6 South, Range 17 East, Columbia County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the NW ¼ of the NE ¼, of said Section and run thence S 88°49'20" W, along the North line of said section, 106.25 feet to the Westerly right-of-way line of State Road No. 25 (U.S. Highway 41), and to the POINT OF BEGINNING, and run thence S 1°33'04" E, along said Westerly right-of-way line 191.30 feet, thence S 88°26'56" W, 630.00 feet, thence S 1°33'04" E, 630.84 feet to the Northeasterly right-of-way line of Interstate Road No. 75; thence Northwesterly along said Northeasterly right-of-way line 766 feet more or less to the point of intersection of said Northeasterly right-of-way line with the West line of the NW ¼ of NE ¼ of said Section, thence N 0°3'48" W, along said West line, 329.26 feet, to the Northwest corner of said NW ¼ of NE ¼, thence N 88°49'20" E, 1225.41 feet to the POINT OF BEGINNING.

EXHIBIT B

Legal Description of Easement Tract

An easement, for utility purposes, being 10 feet in width, lying 10 feet West of and adjacent to the following described line:

COMMENCE at the Northeast corner of Section 3, Township 6 South, Range 17 East, Columbia County, Florida and run South 87°44'57" West along the North line of Section 3 a distance of 1337.0 feet to a point on the centerline of State Road 25 (U.S. Highway No. 41 and 441); thence continue South 87°44'57" West along said North line of Section 3 a distance of 100.91 feet to a point on the Westerly right-of-way line of said State Road No. 25 and the POINT OF BEGINNING; thence South 01°40'02" East along said Westerly right-of-way line of said State Road No. 25 a distance of 517.20 feet; thence South 03°49'51" West still along said Westerly right-of-way line of said State Road No. 25 a distance of 124.19 feet to the TERMINAL POINT of herein described line and easement.

Depiction of Easement Tract

