

ORDINANCE NO. 2021-07

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, ABANDONING AND VACATING AN UNUSED 10' POWERLINE EASEMENT AS DESCRIBED MORE FULLY IN EXHIBIT A TO THIS ORDINANCE; PROVIDING FOR CONFLICTS; PROVIDING FOR EFFECTIVE DATE.

WHEREAS, the City of Clewiston was granted a 10' powerline easement by the United States Sugar Corporation on February 6th 1963; and

WHEREAS, the aforementioned easement is not in use by the City of Clewiston and is not needed in any capacity and, furthermore, now runs through and encumbers several subsequently created parcels; and

WHEREAS, It is the desire of the City to abandon the right of way; and

WHEREAS, the City of Clewiston has the ability to vacate and abandon easements granted to it.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, AS FOLLOWS:

SECTION 1. ABANDONMENT. (A) The City finds and determines that it is in the best interest of the City to abandon and does hereby vacate the 10' powerline easement described in Section 2. (B) The Mayor is hereby authorized to execute the easement abandonment attached hereto as Exhibit B.

SECTION 2. LEGAL DESCRIPTION OF EASEMENT. See attached Exhibit A

SECTION 3. CONFLICT. If there is ever determined to be a conflict between this ordinance and State law, this ordinance shall be considered null and void.

SECTION 4. EFFECTIVE DATE. This ordinance shall take effect immediately upon its passage and approval consistent with all requirements of general law.

PASSED on first reading by the City Commission on December 20, 2021.

PASSED AND ADOPTED on second and final reading by the City Commission on January 24, 2022.

ATTEST:

CITY OF CLEWISTON, FLORIDA



Mary K. Combass, City Clerk



Kristine Petersen, Mayor

(MUNICIPAL SEAL)
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 

Gary M. Brandenburg, City Attorney

EXHIBIT A

EASEMENT DEED

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KNOW ALL MEN BY THESE PRESENTS, that UNITED STATES SUGAR CORPORATION, a Delaware corporation, authorized to transact business in Florida, with its principal place of business in Clewiston, Hendry County, Florida, hereinafter called "GRANTOR," for good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby grant to the CITY OF CLEWISTON, FLORIDA, a Florida municipal corporation, and to its successors and assigns, hereinafter called "GRANTEE," the right to enter upon the lands of Grantor situated in Hendry County, Florida, and more particularly described as follows:

A strip of land 10 feet wide, being 5 feet on each side of the following described line:

Begin at a point in Section 21, Township 43 South, Range 34 East, 705 feet, more or less, south of the north line of Section 21 and 839 feet west of the center line of Pacific Avenue, extended; thence northward parallel to the center line of Pacific Avenue, extended, to the north line of said Section 21; thence continue northward 105 feet to a point in Section 16, Township 43 South, Range 34 East; thence westward parallel to the south line of said Section 16 a distance of 1656 feet, more or less, to a point 2495.00 feet west of the center line of Pacific Avenue as designated on the Revised General Plan of Clewiston, Florida, according to plat thereof recorded in Plat Book 2, Pages 71 to 78, inclusive, of the Public Records of Hendry County, Florida; thence northward, parallel to the center line of Pacific Avenue, a distance of 4990 feet, more or less, to a point 178.0 feet south of the north line of Section 16; thence westward on a line parallel to and 178.0 feet south of the north line of Section 16 to a point on the west line of Section 16, said point being in the center line of San Luiz Avenue of the Revised General Plan of Clewiston, Florida; thence westward on a line parallel to and 178.0 feet south of the north line of Section 17, Township 43 South, Range 34 East, to the easterly bank and easement of Drainage Canal No. 1, Clewiston Drainage District, 90 feet, more or less, east of the north-south quarter section line of Section 17.

ALSO.

A strip of land 11 feet in width contiguous to the easterly side of that part of the above parcel described as being in Section 21, Township 43 South, Range 34 East, said strip of land being also contiguous to the westerly side of the already existing 35 feet wide easement to the City of Clewiston in the same Section 21.

SUBJECT TO:

The rights of way of State Road 5832 and Drainage Lateral 16 of the Sugarland Drainage District, which the above 10 foot strip and the above 11 foot strip cross; subject to the rights of way of Atlantic Coast Line Railroad and Drainage Canal No. 4 of the Clewiston Drainage District, which the above 10 foot strip also crosses; and subject to conditions, restrictions, limitations and reservations, if any of record.

FILED IN OFFICIAL RECORDS
HENRY COUNTY, FLORIDA

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DOROTHY J. CLARK
CLERK CIRCUIT COURT

12-250

and to place, construct, operate, repair, maintain, relocate and replace thereon an overhead electrical transmission or distribution line or system and to cut down trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling; all so long as said land is used for one or more of the above purposes.

In granting this easement it is understood that at pole locations only single pole and appurtenances will be used, that all poles will be placed on the centerline of the easements herein granted, and that the location of the poles will be such as to form the least possible interference to farm operations and drainage, so long as it does not materially increase the cost of construction.

Grantor, its successors and assigns, reserves the right to use the right of way for agricultural purposes (including use for field roads as hereafter provided) and for all other purposes except as interfere with Grantee's use, occupation and enjoyment thereof; the right to excavate and maintain drainage ditches, canals and other structures thereon; the right to grant other easements on the above land provided that they do not interfere with the easement herein granted; to dedicate or convey the above land to any governmental body or agency for drainage and road purposes, or either of them; and reserves the right to construct, maintain and use one or more field roads for the purpose of moving equipment and/or hauling cane from time to time over, across and along the land subject to the easement herein granted, and the Grantee by the acceptance of this deed agrees that its use of the easement herein granted shall in no way interfere with the use of the Grantor of any such present or future field road. The Grantee further agrees that by the acceptance of this deed the Grantor shall not be liable for any damages whatsoever that may be caused to any electrical transmission or distribution line or system of the Grantor arising out of or in the course of the use of any such field road.

In the event the easement herein granted ceases or terminates, the Grantee forthwith will execute and deliver to Grantor a recordable release.

IN WITNESS WHEREOF, the Grantor has caused these presents to be signed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, as of the 6th day of February, 1963.

UNITED STATES SUGAR CORPORATION

Attest:



S. K. Swayne
Secretary, U. S. Sugar

By

H. J. Vaughn
President, U. S. Sugar

STATE OF FLORIDA
COUNTY OF HENDRY

I HEREBY CERTIFY that before me, the undersigned authority, personally appeared H. T. VAUGHN and S. K. SWAYNE, President and Secretary, respectively, of UNITED STATES SUGAR CORPORATION, a corporation under the laws of the State of Delaware, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Clewiston, in the County of Hendry and State of Florida, this 6th day of February, 1963.

James M. Smith
Notary Public, State of Florida at Large

My commission expires:

VERNON, BARBER, JOHNSON, SIMONS & BUNAC, 215 FIRST NATIONAL BANK BUILDING, TAMPA, FLORIDA

6/c 1/3

This instrument prepared by:
Brandenburg & Associates, P.A.
and after recording return to:
Brandenburg & Associates, P.A.
421 SE Osceola Street, Suite B
Stuart, FL 34990

EASEMENT ABANDONMENT

This easement abandonment is given as of this 24 day of January 2022, by the City of Clewiston Florida, a municipal corporation of the State of Florida, whose post office address is 115 W Ventura Avenue, Clewiston, FL 33440.

WHEREAS, The City of Clewiston is the holder of a certain 10' powerline easement as recorded in Hendry County Official Records Book 62, Page 197 granted by easement deed attached hereto as Exhibit A.

WHEREAS, The City of Clewiston has determined to abandon and vacate the aforementioned easement pursuant to Ordinance 2021-07 attached here as Exhibit B.

NOW THEREFORE, The City of Clewiston hereby terminates, releases and relinquishes all the easement granted to it by virtue of the easement deed recorded in Hendry County Official Records Book 62, Page 197.

CITY OF CLEWISTON, FLORIDA,
a Florida Municipal corporation

ATTEST:

By: Mary K. Combass
Mary K. Combass, City Clerk

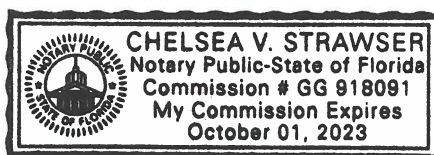
By: K. Petersen
Kristine Petersen, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Dylan Brandenburg
Dylan Brandenburg, City Attorney
State of Florida
County of Hendry

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 24 day of January 2022, by Kristine Peterson, in her capacity as Mayor of the City of Clewiston, on behalf of the municipal corporation. She is personally known to me or has produced a driver's license as identification.

[Notary Seal]



Chelsea V Strawser
Notary Public
Printed Name: Chelsea V. Strawser
My Commission Expires: 10-01-2023