

RESOLUTION 24-

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, AUTHORIZING THE ACCEPTANCE OF AN INGRESS/EGRESS EASEMENT LOCATED ON TAX PARCEL NUMBER 06846-000-000; AUTHORIZING THE EXECUTION OF DOCUMENTS TO EFFECTUATE THE ACQUISITION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Gainesville, Florida, d/b/a Gainesville Regional Utilities is the owner of tax parcel number 06846-000-000, adjacent to Alachua County Veteran's Park; and

WHEREAS, the City of Gainesville has offered to donate a perpetual easement for the construction, operation and maintenance of a secondary entrance driveway to Veteran's Park, as described in the Easement for Ingress/Egress & Roadway attached as **Exhibit "A"** (the "Property"); and

WHEREAS, Alachua County has determined that the Property is a suitable location for the driveway; and

WHEREAS, the Board also finds that accepting the conveyance of the Easement for Ingress/ Egress & Roadway from the property owner is in the public interest.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA;

1. The Board finds, determines, and declares that the recitals in the preamble are true and correct, and hereby incorporates them by reference.

2. The Board hereby requests the donation of the easement from the City of Gainesville and accepts the conveyance of the Easement for Ingress/Egress & Roadway attached hereto as **Exhibit "A"**.

3. The Chairman and the Clerk of the Board are authorized to execute the Easement for Ingress/Egress & Roadway for the purpose of indicating the County's acceptance of same, and any other documents approved by the County Attorney needed to complete this conveyance.

4. This resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this _____ day of _____, A.D.,
2024.

**BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA**

By: _____
**MARY C. ALFORD, CHAIR
BOARD OF COUNTY COMMISSIONERS**

ATTEST:

J. K. "Jess" Irby, Esq., Clerk

APPROVED AS TO FORM

Alachua County Attorney's Office

EXHIBIT "A" TO RESOLUTION

This Instrument Prepared By:
Tiffany Davis, Land Rights Coordinator
Real Estate Division
Gainesville Regional Utilities
P. O. Box 147117, Sta. E3E
Gainesville, FL 32614-7117

Tax Parcel No. 06846-000-000
Section 16, Township 10 S, Range 19 E
GRU File No. U-RW-2-24

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EASEMENT FOR INGRESS/EGRESS & ROADWAY

THIS EASEMENT, made this _____ day of _____, 2024, by the CITY OF GAINESVILLE, Florida, d/b/a Gainesville Regional Utilities (GRU), a municipal corporation, whose mailing address is Post Office Box 147117, Sta. E3E, Gainesville, Florida 32614-7117, GRANTOR, to ALACHUA COUNTY, a political subdivision of the State of Florida, whose mailing address is 5620 NW 120th Lane, Gainesville, Florida 32653, GRANTEE.

W I T N E S S E T H:

That the said GRANTOR, for and in consideration of the sum of one (\$1.00) Dollar 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 assigns, a perpetual, non-exclusive easement for the purposes of ingress and egress and for the construction, operation and maintenance of a secondary entrance driveway (and associated street lights and fencing) to the Veteran's Park located at 7340 SW 41st Place, over, under, upon and through the following described property in Alachua County, Florida, to wit ("Easement Area"):

See **Exhibits "A" and "B"** attached hereto and made a part hereof.

SUBJECT TO THE FOLLOWING CONDITIONS:

1. This easement is for the benefit of those lands owned by GRANTEE described in **Exhibit "C"** attached hereto.
2. Prior to commencement of work within the Easement Area, GRANTEE shall submit plans to and obtain written approval of the improvements by GRANTOR. Said written approval shall describe any relocation, modifications or other expenses to be incurred by GRANTOR that would be caused by construction of the improvements shown in GRANTEE's plans, and GRANTEE shall reimburse GRANTOR'S cost for said relocation, modification or such other expenses.
3. GRANTEE shall not construct or install any buildings, structures or obstacles within the Easement Area other than the secondary entrance driveway and associated street lights and fencing.
4. GRANTEE shall not adversely impact drainage patterns or pre-existing improvements. GRANTEE shall be solely responsible for the permitting, design, construction, operation and maintenance required for the management and storage of surface waters associated with post development runoff created as a result of any improvements, in accordance with all applicable federal, state or local laws, codes or ordinances.
5. GRANTEE shall be solely responsible for acquiring any required permits for crossing or connecting to any adjacent right-of-ways, including but not limited to railroads, county roads, and state roads.

6. GRANTEE shall not plant any vegetation within the Easement Area and shall be solely responsible for perpetual maintenance of the entrance driveway and appurtenances granted under this easement, except for the street lights, which will be provided by GRU under a separate rental agreement.
7. No excavations elsewhere within the Easement Area shall be allowed without the express prior consent of GRANTOR. Improvements must not block access to poles, support structures, manholes, valves or other utility facilities.
8. GRANTEE in the exercise of the rights herein shall not unreasonably interfere with the right of GRANTOR, or any person having a prior recorded rights to use GRANTOR'S property, from their continued and future use of the Easement Area.
9. GRANTOR shall use reasonable care to avoid damaging the improvements constructed by GRANTEE within the Easement Area and if avoidance is not reasonably possible, then GRANTOR shall use reasonable care to minimize damage to the improvements constructed by GRANTEE within the Easement Area; and GRANTEE shall be responsible for the cost of repairing any such damage caused by GRANTOR. Whenever necessary for construction, repair, improvement, maintenance, operation, alteration or relocation of all or any portion of the facilities of GRANTOR as determined by GRANTOR, GRANTOR may require GRANTEE, at GRANTEE'S expense, to remove and relocate the improvements constructed by GRANTEE within the Easement Area within a reasonable period of time after GRANTOR conveys to GRANTEE a mutually agreed upon replacement easement authorizing the GRANTEE to construct a replacement secondary entrance driveway and associated street lights and fencing within the replacement easement area. In the event that GRANTEE relocates its secondary entrance driveway in accordance with this section 9, then the parties agree that the separate street light rental agreement referenced in section 6 of this easement shall be amended to incorporate the change..
10. This easement shall terminate, all rights thereunder be extinguished and shall revert to the GRANTOR when GRANTEE abandons and not utilize the Easement Area for the purposes outlined in this easement for a period of two (2) years or longer; any costs or expenses arising out of the implementation of this clause shall be borne by the GRANTEE.

11. Each party fully retains all sovereign immunity protections afforded to it as a municipal corporation of the State of Florida, and as a charter county and a political subdivision of the State of Florida, respectively. Without in any way waiving, limiting or restricting any defenses of sovereign immunity, each party shall be solely responsible for its own negligent acts or omissions, as well as those of its own employees. This Easement is not intended, and shall not be interpreted to constitute, a waiver of sovereign immunity, an authorization of claims by third parties, a waiver the limits of liability as established by §768.28, Florida Statutes, or to waive any other provision of §768.28, Florida Statutes.

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 seal on the day and year aforesaid.

Signed, sealed and delivered
in the presence of:

CITY OF GAINESVILLE, FLORIDA, d/b/a
GAINESVILLE REGIONAL UTILITIES

Witness Signature
Print Name: _____

Witness Address: _____

By: _____
Edward J. Bielarski, Jr.
CEO/GM for Utilities

Witness Signature
Print Name: _____

Witness Address: _____

Approved as to Form and Legality on behalf of Grantor:

By: _____
Bianca Lherisson
Assistant City Attorney II
City of Gainesville, Florida

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Edward J. Bielarski, Jr., CEO/General Manager for Utilities, of the City of Gainesville, Florida, d/b/a Gainesville Regional Utilities (GRU), a municipal corporation, who is personally known to me and duly sworn, acknowledged that as such officer, and pursuant to authority from said corporation, she executed the foregoing instrument on behalf of said corporation, as its act and deed, and for the uses and purposes set forth and contained in said instrument.

Notary Public, State of Florida
My commission expires:

THE GRANTEE HEREBY ACCEPTS THE TERMS AND CONDITIONS SET FORTH AND CONTAINED HEREIN AND HAS CAUSED THESE PRESENTS TO BE EXECUTED IN ITS NAME BY ITS BOARD OF COUNTY COMMISSIONERS ACTION BY THE CHAIRMAN OF SAID BOARD.

ALACHUA COUNTY, FLORIDA

(SEAL)

By: _____
Mary C. Alford, Chair
Board of County Commissioners

ATTEST:

APPROVED AS TO FORM:

J.K. "Jess" Irby, Esq.
Clerk of Circuit Court

County Attorney's Office

EXHIBIT "A"
LEGAL DESCRIPTION OF EASEMENT AREA

SKETCH AND LEGAL DESCRIPTION
IN SECTION 16, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA

LEGAL DESCRIPTION - BY THIS FIRM

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 16, TOWNSHIP 10 SOUTH, RANGE 19 EAST; THENCE RUN NORTH 00°15'59" EAST ALONG THE WEST LINE OF SAID SECTION 16, A DISTANCE OF 173.85 FEET; THENCE RUN SOUTH 89°49'04" EAST, A DISTANCE OF 50.00 FEET TO THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF SOUTHWEST 75TH STREET AND THE NORTH RIGHT-OF-WAY LINE OF SOUTHWEST 41ST PLACE; THENCE RUN NORTH 89°06'44" EAST ALONG SAID NORTH RIGHT-OF-WAY LINE OF SOUTHWEST 41ST PLACE, A DISTANCE OF 941.41 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN NORTH 00°47'13" WEST, A DISTANCE OF 276.13 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 00°47'13" WEST, A DISTANCE OF 47.58 FEET; THENCE RUN SOUTH 66°05'40" EAST, A DISTANCE OF 12.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 180.00 FEET, WITH A CHORD BEARING AND DISTANCE OF SOUTH 48°48'40" EAST, 106.95 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 108.59 FEET; THENCE RUN SOUTH 31°31'41" EAST, A DISTANCE OF 153.94 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 180.00 FEET, WITH A CHORD BEARING AND DISTANCE OF SOUTH 16°02'17" EAST, 96.15 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 97.33 FEET; THENCE RUN SOUTH 00°32'52" EAST, A DISTANCE OF 21.75 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SOUTHWEST 41ST PLACE; THENCE RUN SOUTH 89°06'44" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 43.00 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN NORTH 00°32'52" WEST, A DISTANCE OF 22.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 137.00 FEET, WITH A CHORD BEARING AND DISTANCE OF NORTH 16°02'17" WEST, 73.18 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 74.08 FEET; THENCE RUN NORTH 31°31'41" WEST, A DISTANCE OF 153.94 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 137.00 FEET, WITH A CHORD BEARING AND DISTANCE OF NORTH 47°09'51" WEST, 73.85 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 74.78 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.35 ACRES, MORE OR LESS.


NOTES

1. THIS IS NOT A BOUNDARY SURVEY.

ABBREVIATIONS

A.K.A. = ALSO KNOWN AS
LS = LICENSED SURVEYOR
O.R.B. = OFFICIAL RECORDS BOOK
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
PG. = PAGE
PSM = PROFESSIONAL SURVEYOR & MAPPER
P.U.E. = PUBLIC UTILITIES EASEMENT
RD = ROAD
RW = RIGHT-OF-WAY

SYMBOL LEGEND

--- · --- · --- EASEMENT LINE
—— ——— TAX PARCEL LINE
- - - - - RIGHT-OF-WAY LINE
———— SECTION LINE
 EASEMENT



CIVIL ENGINEERING | LAND PLANNING
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3530 NW 43rd Street | Gainesville, Florida 32606
4420 US-1 S, Suite 1 | St. Augustine, Florida 32086

Gainesville: (352) 375-8999 | St. Augustine: (904) 789-8999
Toll Free: (844) Go-JBPro | E-mail: contact@jbpro.com

THE MAP OF THE PROPERTY DESCRIBED HEREON WAS MADE UNDER MY SUPERVISION AND THIS MAP OF SURVEY FURTHER MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE STATE OF FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THE MAP OF SURVEY SHOWN HEREON IS A TRUE AND ACCURATE REPRESENTATION THEREOF TO THE BEST OF MY KNOWLEDGE, BEING SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

Florida License No. LS7210
Certificate of Authorization No. LB8031

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER OR VALID DIGITAL SIGNATURE IN ELECTRONIC FORM

Troy V
Wright

Digitally signed by Troy V Wright
DN: cn=Troy V Wright, c=US, o=Florida
email=wright.troyt@jbpro.com
Reason: I attest to the accuracy and
integrity of this document
Date: 2024.04.22 14:25:55 -0400

TROY V WRIGHT, PSM
Professional Surveyor and Mapper

CERTIFIED TO:

1. GAINESVILLE REGIONAL UTILITIES

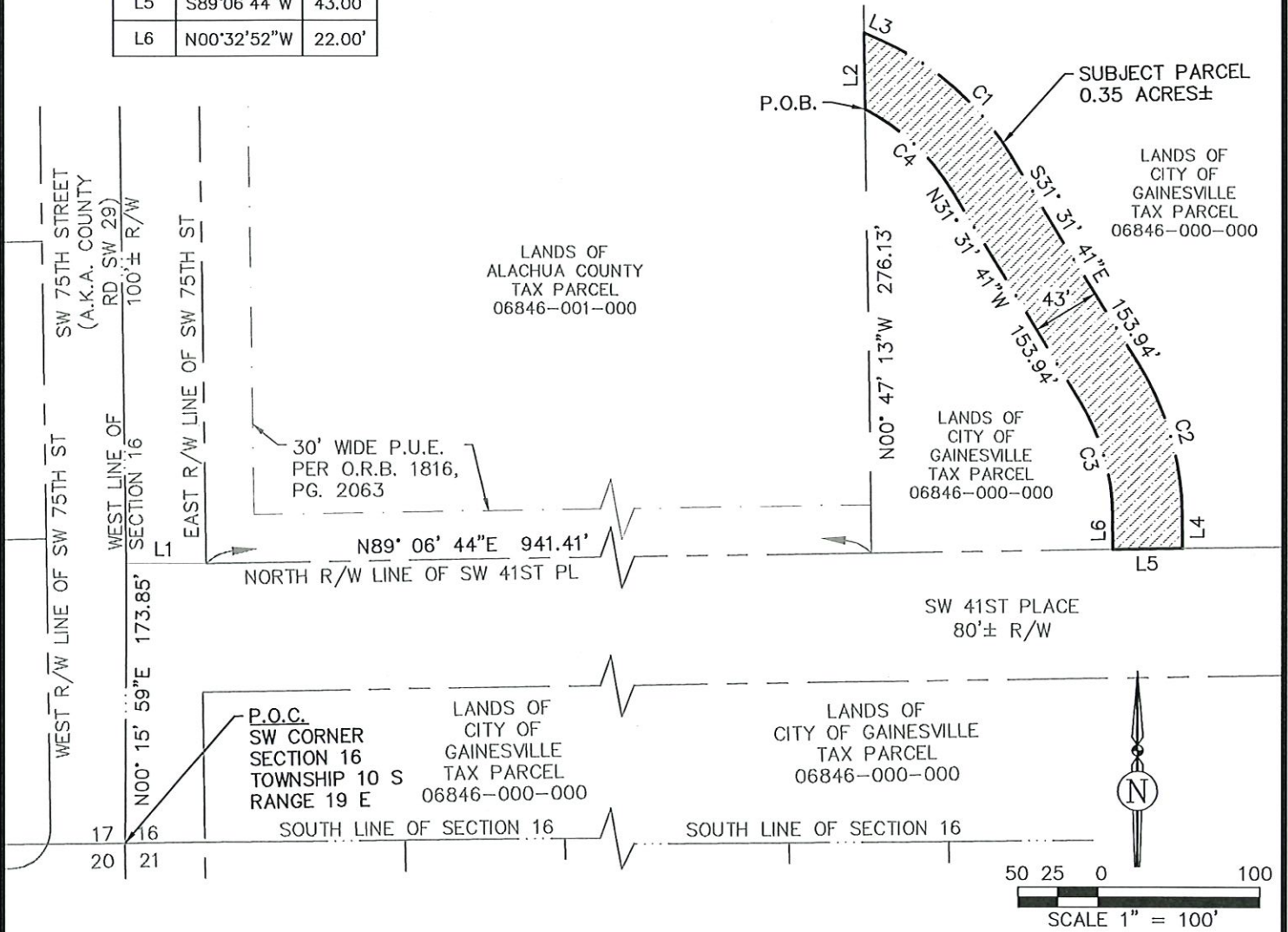
Scale: No Scale
Drawn By: T.Hensley
Document Name: 338-19-13SL1
Document Date: 6/4/2021
Sheet: 1 of 2

EXHIBIT "B"
SKETCH OF EASEMENT AREA

SKETCH AND LEGAL DESCRIPTION
IN SECTION 16, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA

Line Table		
Line#	Direction	Length
L1	S89°49'04"E	50.00'
L2	N00°47'13"W	47.58'
L3	S66°05'40"E	12.00'
L4	S00°32'52"E	21.75'
L5	S89°06'44"W	43.00'
L6	N00°32'52"W	22.00'

Curve Table						
Curve#	Length	Radius	Delta	Tangent	Chord Bearing	Chord Distance
C1	108.59'	180.00'	34°33'59"	56.01'	S48°48'40"E	106.95'
C2	97.33'	180.00'	30°58'49"	49.88'	S16°02'17"E	96.15'
C3	74.08'	137.00'	30°58'49"	37.97'	N16°02'17"W	73.18'
C4	74.78'	137.00'	31°16'20"	38.34'	N47°09'51"W	73.85'



3530 NW 43rd Street | Gainesville, Florida 32606
4420 US-1 S, Suite 1 | St. Augustine, Florida 32086

Gainesville: (352) 375-8999 | St. Augustine: (904) 789-8999
Toll Free: (844) Go-JBPro | E-mail: contact@jbpro.com

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Certificate of Authorization No. LB8031
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER OR VALID DIGITAL SIGNATURE IN ELECTRONIC FORM

Troy V Wright

Digitally signed by Troy V Wright
DN: cn=Troy V Wright, c=US, o=Florida
email=wright.troy.bsge@gmail.com
Reason: I attest to the accuracy and integrity of this document.
Date: 2024.04.22 14:25:28 -0400

TROY V WRIGHT, PSM
Professional Surveyor and Mapper

CERTIFIED TO:

1. GAINESVILLE REGIONAL UTILITIES

Scale: 1"=100'
Drawn By: T.Hensley
Document Name: 338-19-13SL1
Document Date: 6/4/2021
Sheet: 2 of 2

EXHIBIT "C"
GRANTEE'S PROPERTY

A parcel of land located in the Southwest $\frac{1}{4}$ of Section 16, Township 10 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at a found nail and disk in the centerline of County Road No. SW 29 marking the Southwest corner of Section 16, Township 10 South, Range 19 East, Alachua County, Florida; thence North $00^{\circ}15'59''$ East along the West line of said section, a distance of 173.85 feet; thence South $89^{\circ}49'04''$ East, a distance of 50.00 feet to a set iron pin (#3524), marking the intersection with the East right-of-way line of County Road No. SW 29 and the North right-of-way line of S.W. 41 Place and being the Point of Beginning;

Thence continue South $89^{\circ}49'04''$ East along said North right-of-way line a distance of 941.31 feet to a set iron pin (#3524); thence North $00^{\circ}15'59''$ East, a distance of 1,061.25 feet to a found concrete monument; thence North $89^{\circ}43'12''$ West, a distance of 941.31 feet to a point marking the intersection with the East right-of-way line of County Road No. S.W. 29, said point being 0.13 feet East of a found concrete monument; thence South $00^{\circ}15'59''$ West along said East right-of-way line a distance of 1,062.86 feet to the Point of Beginning.

Containing a total of 22.950 acres, more or less.