

This instrument prepared by:
Public Works Department
5620 NW 120 Lane
Gainesville, FL 32653

Portion of Tax Parcel No. 06233-014-005
ALACHUA COUNTY, FLORIDA

PUBLIC ACCESS EASEMENT

THIS PUBLIC ACCESS EASEMENT, made this _____ day of _____, 202__, between **YADDA PROPERTY HOLDINGS I, LLC**, a limited liability company, whose mailing address is 6231 PGA Boulevard, Suite 104-227, Palm Beach Gardens, Florida 33418 (hereinafter referred to as "Grantor"), and **ALACHUA COUNTY**, a political subdivision of the state of Florida, by and through its BOARD OF COUNTY COMMISSIONERS, whose mailing address is c/o Alachua County Public Works Department, 5620 NW 120th Lane, Gainesville, Florida, 32653, (hereinafter referred to as "Grantee").

WITNESSETH:

Grantor, for and in consideration of the sum of ONE DOLLAR and other valuable considerations as outlined below, receipt of which is hereby acknowledged, and by these presents, does hereby give and grant unto the Grantee, its licensees, agents, successors and assigns a perpetual, non-exclusive public access easement ("Easement") for the purpose of providing legal access over, across and through the following described property, to-wit:

A parcel of land being more particularly described in **Exhibit "A"**, as attached hereto and by reference made a part hereof (the "Easement Area" or sometimes the "Property")

Subject to all previously recorded easements, restrictions, encroachments and rights-of-way.

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns forever.

This grant of easement does not preclude the Grantor, its successors or assigns, from using the above described property in any way which is compatible with the rights granted to the Grantee by this Easement. The Grantee, however, will not be responsible for any damages to the Grantor's use resulting from the exercise of the Grantee's rights under this Easement.

1. The Grantor shall continue to be responsible for maintaining the Easement.
2. The Grantor covenants not to interfere with the Grantee's activities within this Easement, and further covenants to indemnify and hold Grantee harmless from any and all damages and injuries, whether to person or property, resulting from interference with Grantee's activities in said Easement Area by the Grantor or the Grantor's agents or employees.
3. The Grantor or its successors or assigns shall have the right, at any time, to convey the fee simple title to their Property, subject to this Easement and any other easements heretofore and hereinafter granted.
4. Each party shall be solely responsible for the negligent or wrongful acts of their employees and agents, which relate to, or arise out of this Easement, or for the use of the Property. This Easement shall not be construed as a waiver of the Grantee's sovereign immunity, the limits of liability, or other provisions of §768.28, Florida Statutes, and Grantee's liability hereunder shall be interpreted as limited to only such traditional liabilities for which the Grantee could be liable under the

common law interpreting the limited waiver of sovereign immunity. Any claims against the Grantee must comply with the procedures found in §786.28, Florida Statutes.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed the day and year aforesaid.

Signed, sealed and delivered
In the presence of:

GRANTOR:

YADDA PROPERTY HOLDINGS I, LLC
A Florida Limited Liability Company

By: Peter Trematerra *MANAGER*
Name: Peter Trematerra
Title: Manager

Lindsey Trematerra
Witness
Lindsey Trematerra

Print Name
1010 Coby Blvd Unit 209
Address
South Bend IN 46617

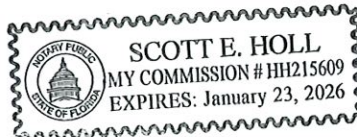
Pam Trematerra
Witness
Pam Trematerra

Print Name
5050 N Ocean Dr 1401
Address
Singer Island FL 33404

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged and subscribed before me by means of physical presence or online notarization this before me this 4 day of Dec, 2024, by Peter Trematerra, as Manager of **YADDA PROPERTY HOLDINGS I, LLC** a limited liability company, on behalf of said company, who is personally known to me, or who has produced _____ as identification.

Scott E. Holl
Notary Public
Print name Scott E. Holl
Commission No: _____
Commission Expires: _____



At a meeting on the ____ day of _____ 202__, the Board of County Commissioners authorized the acceptance of this instrument of conveyance and authorized the Chair to execute this acceptance.

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

Charles Chestnut, IV, CHAIR
BOARD OF COUNTY COMMISSIONERS

APPROVED AS TO FORM:

Alachua County Attorney's Office

Executed on this ____ day of _____,
202__,

ATTEST:

J. K. "JESS" IRBY, ESQ

Exhibit A

Legal Description – Tract 6–N (Pedestrian Path)

A PARCEL OF LAND LYING IN SECTION 30, TOWNSHIP 9 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 3, HAUFLE BROTHER'S ESTATES, UNIT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK "G", PAGE 69, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE SOUTH 89°20'07" WEST, ALONG THE NORTH LINE OF SAID HAUFLE BROTHER'S ESTATES, UNIT NO. 1, A DISTANCE OF 812.40 FEET; THENCE NORTH 05°29'18" WEST, A DISTANCE OF 381.00 FEET; THENCE NORTH 55°17'01" WEST, A DISTANCE OF 225.00 FEET; THENCE NORTH 84°44'50" WEST, A DISTANCE OF 268.82 FEET; THENCE NORTH 72°30'20" WEST, A DISTANCE OF 193.20 FEET; THENCE NORTH 48°23'24" WEST, A DISTANCE OF 191.37 FEET; THENCE NORTH 47°03'32" WEST, A DISTANCE 3.95 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 710.00 FEET AND RADIAL BEARING OF NORTH 15°06'25" EAST AT SAID POINT OF INTERSECTION; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°28'45", A DISTANCE OF 30.72 FEET TO THE POINT OF BEGINNING, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 76°07'58" EAST, 30.72 FEET; THENCE CONTINUE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 710.00 FEET THROUGH A CENTRAL ANGLE OF 01°51'43", A DISTANCE OF 23.07 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 78°18'13" EAST, 23.07 FEET; THENCE SOUTH 52°37'02" EAST, ALONG SAID NON-TANGENT LINE, A DISTANCE OF 177.65 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 100.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°09'37", A DISTANCE OF 61.37 FEET TO THE POINT OF TANGENCY, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 70°11'50" EAST, 60.41 FEET; THENCE SOUTH 87°46'39" EAST, A DISTANCE OF 258.14 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO SOUTH WITH A RADIUS OF 400.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°23'47", A DISTANCE OF 128.43 FEET TO THE POINT OF TANGENCY, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 78°34'45" EAST, 127.88 FEET; THENCE SOUTH 69°22'51" EAST, A DISTANCE OF 16.96 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH WITH A RADIUS OF 295.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°40'05", A DISTANCE OF 106.41 FEET TO THE POINT OF TANGENCY, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 79°42'53" EAST, 105.84 FEET; THENCE NORTH 89°57'04" EAST, A DISTANCE OF 14.78 FEET; THENCE SOUTH 00°02'56" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°57'04" WEST, A DISTANCE OF 14.78 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH WITH A RADIUS OF 305.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°40'05" A DISTANCE OF 110.02 FEET TO THE POINT OF TANGENCY, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 79°42'53" WEST, 109.43 FEET; THENCE NORTH 69°22'51" WEST, A DISTANCE OF 16.96 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH WITH A RADIUS OF 390.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°23'47", A DISTANCE OF 125.22 FEET TO THE POINT OF TANGENCY, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 78°34'45" WEST, 124.68 FEET; THENCE NORTH 87°46'39" WEST, A DISTANCE OF 258.14 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 110.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°09'37", A DISTANCE OF 67.50 FEET TO THE POINT OF TANGENCY, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 70°11'50" WEST, 66.45 FEET; THENCE NORTH 52°37'02" WEST, A DISTANCE OF 198.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.18 ACRES, MORE OR LESS.

Legal Description & Sketch Prepared For: Yadda Property Holdings I, LLC

Project:	2019-0068.S07
Date:	07/31/2024
Sheet:	1 of 5
THIS IS NOT A SURVEY	



eda consultants inc.

LB 2389
720 SW 2nd Avenue, South Tower, Suite 300
GAINESVILLE, FLORIDA 32601
TEL: (352) 373-3541
E-MAIL: mail@edafll.com

Surveyor's Notes

1. The bearings shown hereon are based upon the Northerly line of Lots 3 through 15 of Haufler Brother's Estates, Unit No. 1, according to the plat thereof recorded in Plat Book "G", Page 69, of the Public Records of Alachua County, Florida, as being South 89 Degrees, 20 Minutes, 07 Seconds West.
2. The distances shown are in feet and are in the horizontal plane.
3. No search of the public records has been conducted by this office.
4. This description and sketch or the copies thereof are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper, unless accompanied by an electronic signature in accordance with Chapter 5J-17.062, Florida Administrative Code.
5. Abbreviations:
 - POC Point of Commencement
 - POB Point of Beginning
 - R Radius
 - L Arc Length
 - D Delta (Central) Angle
 - CB Chord Bearing
 - CD Chord Distance

Jared Rogers
Professional Surveyor and Mapper
State of Florida License No. 6687
Corporate Authorization No. LB 2389

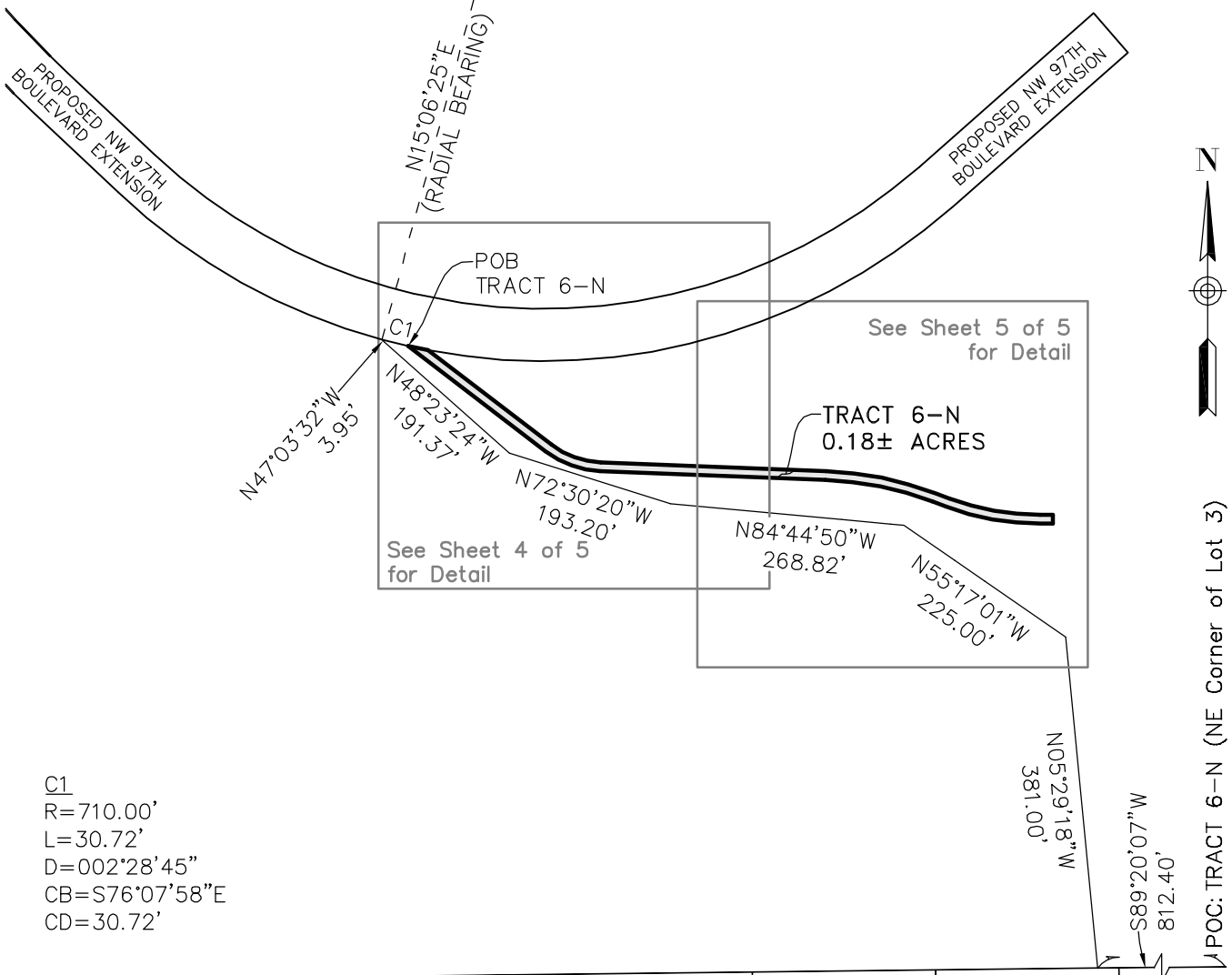
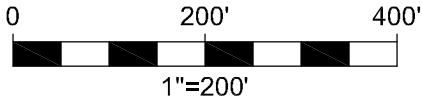
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C1
 R=710.00'
 L=30.72'
 D=002°28'45"
 CB=S76°07'58"E
 CD=30.72'

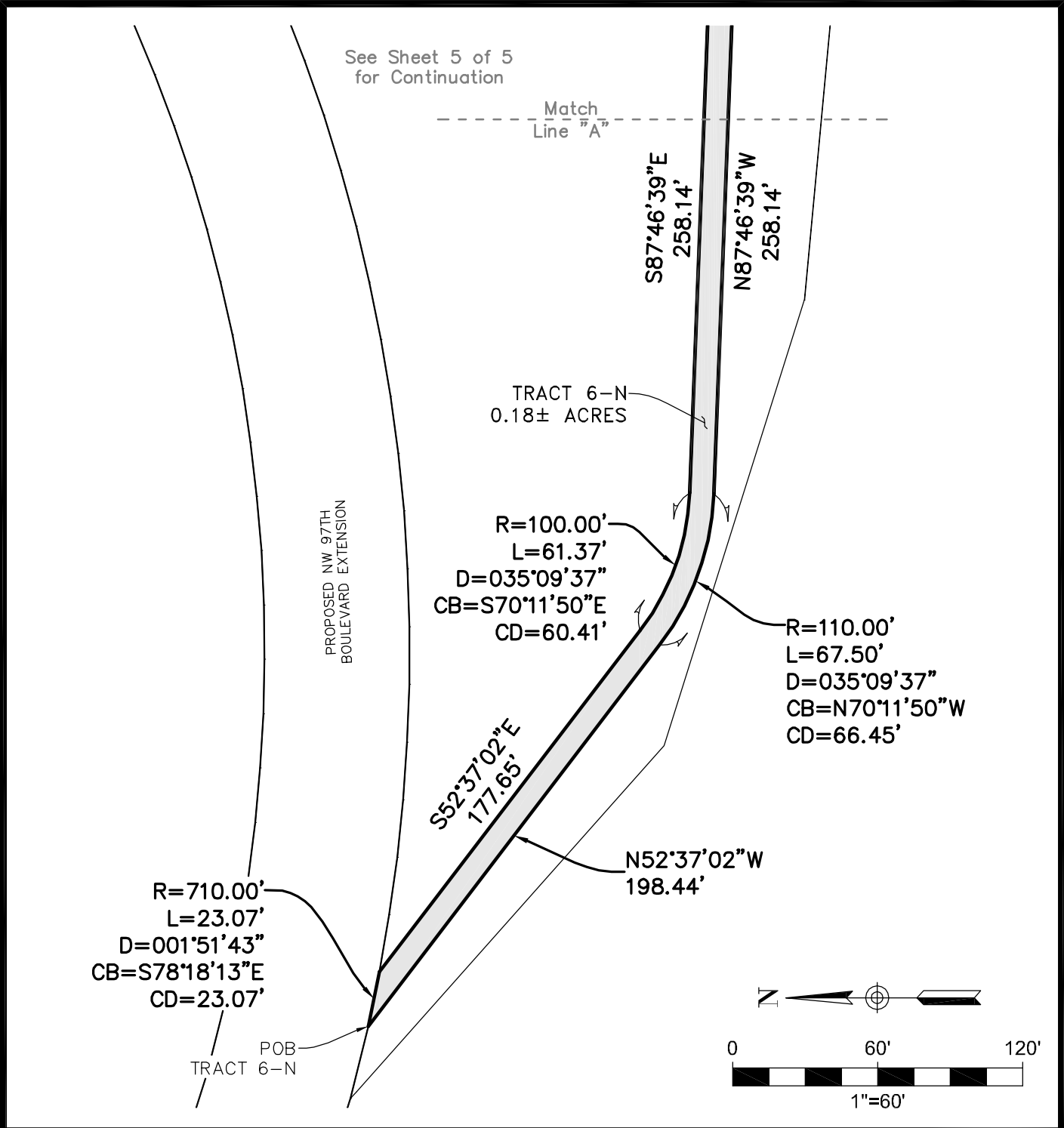
Lot 12	Haufler Brother's Estates, Unit No. 1 (Plat Book "G", Page 69)				Lot 8	Lot 7
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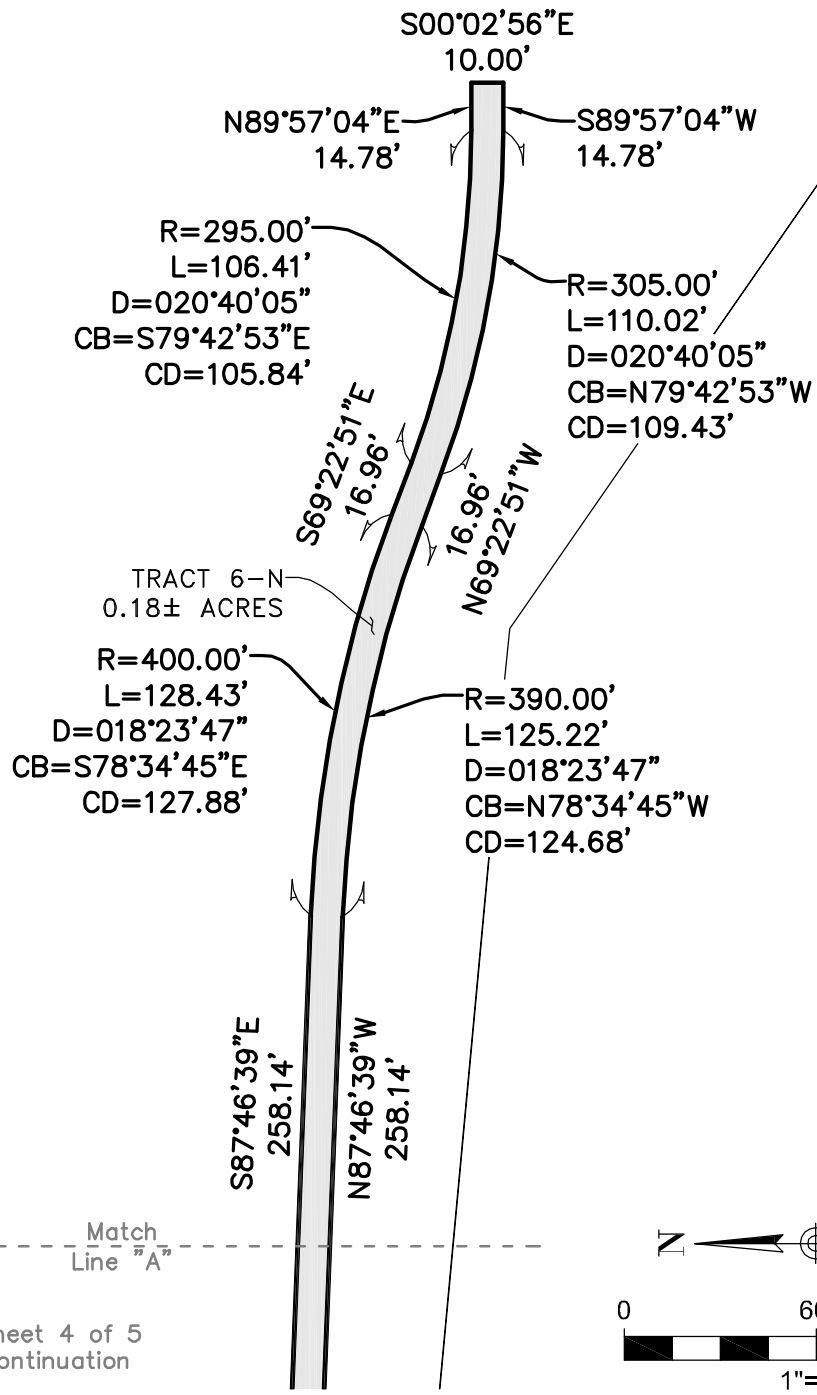


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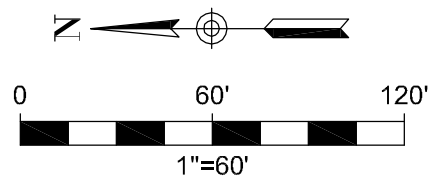
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See Sheet 4 of 5
for Continuation



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