

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

Portion of Tax Parcel No. 06233-000-000 and 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

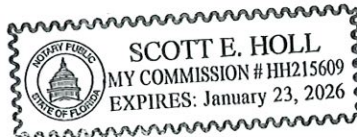
Pam Trematerra
Witness
Pam Trematerra

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 – SW 97th Boulevard Extension

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, HAUFLEL 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 HAUFLEL 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, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°09'46", A DISTANCE OF 348.99 FEET TO THE POINT OF TANGENCY, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 60°48'43" WEST, 345.49 FEET; THENCE NORTH 46°43'49" WEST, A DISTANCE OF 135.41 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 1460.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°10'00", A DISTANCE OF 29.73 FEET TO A POINT OF INTERSECTION WITH A RADIAL LINE, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 46°08'49" WEST, 29.73 FEET; THENCE NORTH 44°26'11" EAST, A DISTANCE OF 60.00 FEET TO A RADIAL INTERSECTION WITH A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 1400.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°10'00", A DISTANCE OF 28.51 FEET TO THE POINT OF TANGENCY, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 46°08'49" EAST, 28.51 FEET; THENCE SOUTH 46°43'49" EAST, A DISTANCE OF 135.41 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO NORTH WITH A RADIUS OF 650.00 FEET; THENCE SOUTHEASTERLY, EASTERLY, AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 84°38'30", A DISTANCE OF 960.23 FEET TO THE POINT OF TANGENCY, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 89°03'04" EAST, 875.27 FEET; THENCE NORTH 48°37'41" EAST, A DISTANCE OF 266.59 FEET; THENCE SOUTH 41°22'19" EAST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 48°37'41" WEST, A DISTANCE OF 266.59 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 710.00 FEET; THENCE SOUTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 56°28'44", A DISTANCE OF 699.88 FEET TO THE POINT OF BEGINNING, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 76°52'03" WEST, 671.88 FEET.

CONTAINING 1.98 ACRES, MORE OR LESS.

Surveyor’s Notes

1. The bearings shown hereon are based upon the Northerly line of Lots 3 through 15 of Hauflel 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

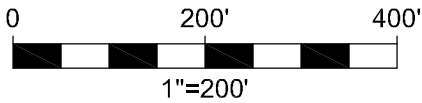
Legal Description & Sketch Prepared For: Yadda Property Holdings I, LLC

Project:	2019-0068.S07
Date:	06/10/2024
Sheet:	1 of 2
THIS IS NOT A SURVEY	



eda consultants inc.

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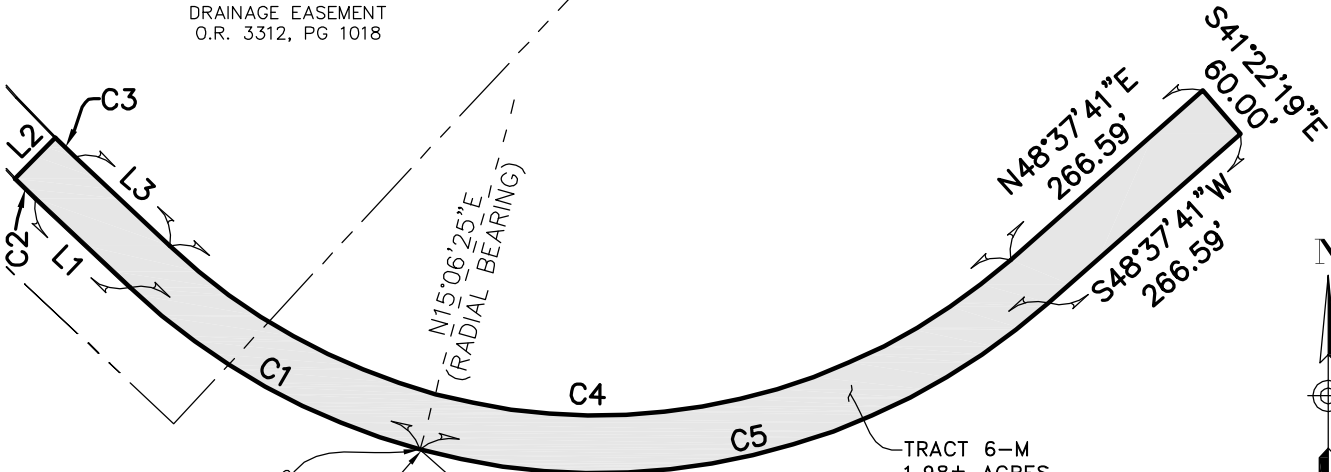


DRAINAGE EASEMENT
O.R. 3312, PG 1018

L1
N46°43'49"W
135.41'

L2
N44°26'11"E
60.00'

L3
S46°43'49"E
135.41'



TRACT 6-M
POB
N47°03'32"W
3.95'
N48°23'24"W
191.37'

TRACT 6-M
1.98± ACRES

N72°30'20"W
193.20'

N84°44'50"W
268.82'

N55°17'01"W
225.00'

N05°29'18"W
381.00'

S89°20'07"W
812.40'

POC: TRACT 6-M (NE Corner of Lot 3)

C1
R=710.00'
L=348.99'
D=028°09'46"
CB=N60°48'43"W
CD=345.49'

C3
R=1400.00'
L=28.51'
D=001°10'00"
CB=S46°08'49"E
CD=28.51'

C2
R=1460.00'
L=29.73'
D=001°10'00"
CB=N46°08'49"W
CD=29.73'

C4
R=650.00'
L=960.23'
D=084°38'30"
CB=S89°03'04"E
CD=875.27'

C5
R=710.00'
L=699.88'
D=056°28'44"
CB=S76°52'03"W
CD=671.88'

Haufler Brother's Estates, Unit No. 1 (Plat Book "G", Page 69)					
Lot 12	Lot 11	Lot 10	Lot 9	Lot 8	Lot 7

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