RESOLUTION 25-

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, AUTHORIZING THE ACCEPTANCE OF TWO PUBLIC **EASEMENTS** FOR A PORTION ACCESS PROPERTY IDENTIFIED AS TAX PARCEL NUMBER 06233-014-005 06233-000-000. AND ALACHUA COUNTY, FLORIDA; **AUTHORIZING EXECUTION OF DOCUMENTS TO EFFECTUATE THE ACQUISITION; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Yadda Property Holdings I LLC (" Property Owner") filed an application for Final Approval of Hammock's Reserve-Phase 1 in Alachua County, Florida; and

WHEREAS, the application was approved with conditions by the Alachua County Development Review Committee; and

WHEREAS, one of the conditions of approval set forth in the Final Approval of Hammock's Reserve requires that the Property Owner grants to the County, two Public Access Easements across a portion of Tax Parcel Number 06233-014-005 and 06233-000-000 for a pedestrian path and NW 97th Boulevard Extension; and

WHEREAS, the Property Owner has delivered the Public Access Easements to the County granting access to the pedestrian path and NW 97th Boulevard Extension located over a portion of Tax Parcel Number 06233-014-005 and 06233-000-000 to the County; and

WHEREAS, the Board finds that accepting the Public Access Easements over a portion of Tax Parcel Number 06233-014-005 and 06233-000-000 from the Property Owner is in the public interest and satisfies the condition set forth in Final Approval of Hammock's Reserve-Phase 1.

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

- 1. The Board hereby accepts the Public Access Easements attached hereto as **Exhibits A and B.**
- 2. The Chairman and the Clerk of the Board are authorized to execute the Public Access Easements 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.

3		The Board directs the County Ma Public Access Easements to be County, Florida, as soon as is re- resolution.	recorded in	the public records of Alachua
4	4. ┐	This resolution shall take effect im	mediately up	on its adoption.
. 2025.	DUI	_Y ADOPTED in regular session,	this	day of, A.D.,
				COUNTY COMMISSIONERS UA COUNTY, FLORIDA
				Chestnut, IV, Chair f County Commissioners
ATTES	T:			
J. K. "Je	ess	" Irby, Esq., Clerk	APPROVED	AS TO FORM
			Alachua Co	unty Attorney's Office

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	
Witness	By: Name: Peter Trematerra	
Print Name	Title: Manager	
Address		
Witness		
Print Name		
Address		
STATE OF FLORIDA		
COUNTY OF		
□ physical presence or □ online region of the physical presence of the physical	eknowledged and subscribed before me by means of notarization this before me this day of rematerra as Manager of YADDA PROPERTY bany, on behalf of said company, who □ is personally as identification	
Notary Public Print name		
Commission Fypires:		

At a meeting on theday of202, 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 thisday of, 202,		
J. K. "JESS" IRBY, ESQ		

Exhibit A

<u> Legal Description — Tract 6—N (Pedestrian Path)</u>

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, 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; THENCE SOUTH 89°20'07" WEST, ALONG THE NORTH LINE OF SAID HAUFLER 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	SLIDVEA



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<u>Surveyor's Notes</u>

- 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

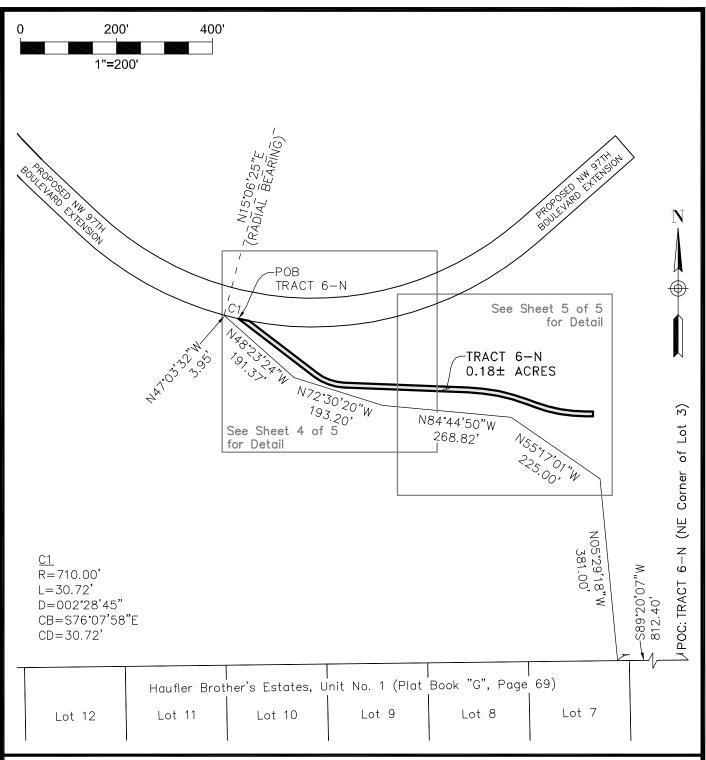
Jared Rogers
Professional Surveyor and Mapper
State of Florida License No. 6687
Corporate Authorization No. LB 2389

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

Project:	2019-0068.S07
Date:	07/31/2024
Sheet:	2 of 5
THIS IS NOT A	SURVEY

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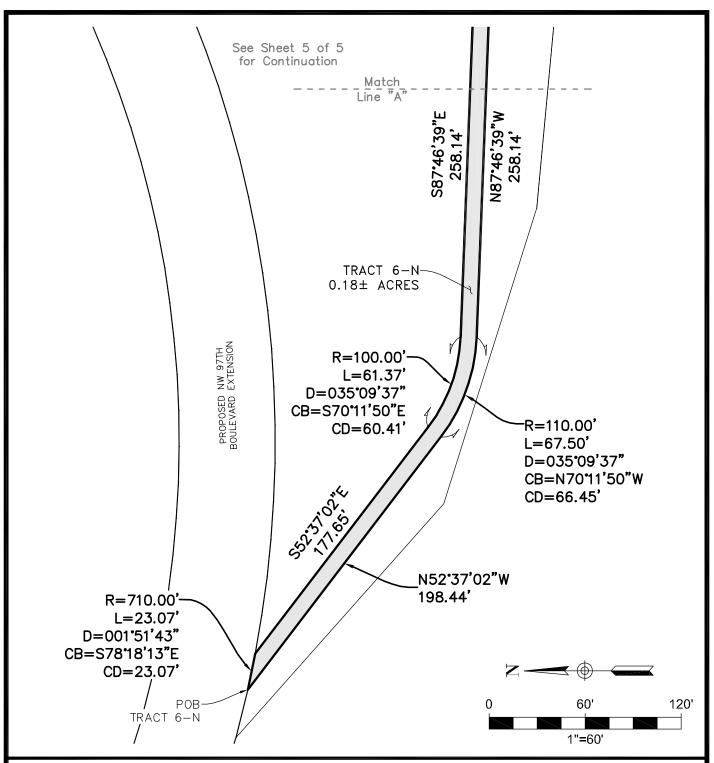


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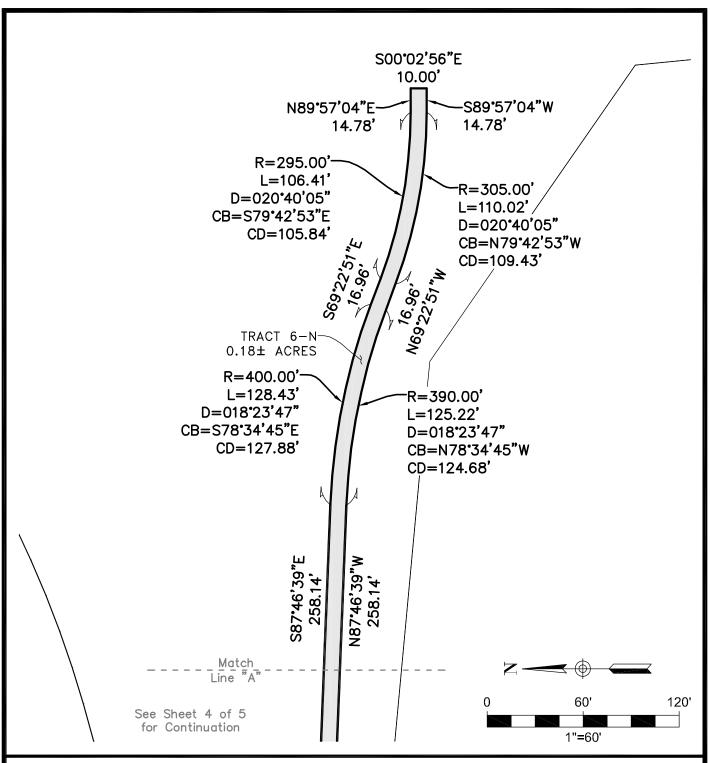


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Legal Description & Sketch Prepared For: Yadda Property Holdings I, LLC

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eda consultants inc.

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

Portion of Tax Parcel No. 06233-014-005 and 06233-000-000 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	
Witness	By: Name: Peter Trematerra	
Print Name	Title: Manager	
Address		
Witness		
Print Name		
Address		
STATE OF ELOPIDA		
STATE OF FLORIDA COUNTY OF		
□ physical presence or □ online, 202, by Peter To HOLDINGS I, LLC a limited liability comp	cknowledged and subscribed before me by means of notarization this before me this day of rematerra, as Manager of YADDA PROPERTY pany, on behalf of said company, who is personally as identification	
Notary Public Print name		
Commission No:		

At a meeting on theday of202, the Board of County Commissioners authorized the acceptance of this instrument of conveyance and authorized the Chair to execute this acceptance.		
APPROVED AS TO FORM:		
Alachua County Attorney's Office		

Exhibit A

<u>Legal Description — SW 97th Boulevard Extension</u>

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, 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: THENCE SOUTH 89'20'07" WEST, ALONG THE NORTH LINE OF SAID HAUFLER 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 0110'00", 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 0110'00", 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

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POC Point of Commencement
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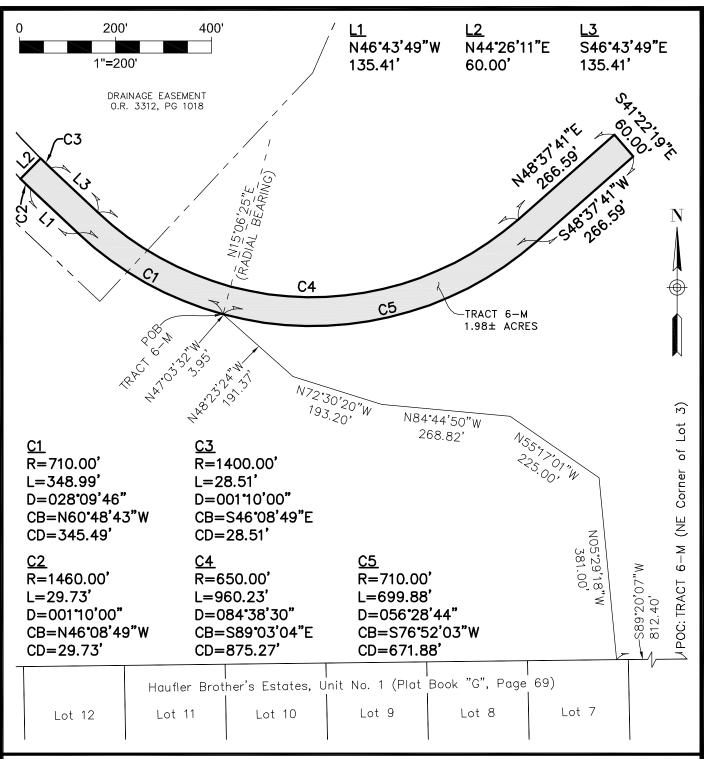
Jared Rogers
Professional Surveyor and Mapper
State of Florida License No. 6687
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Legal Description & Sketch Prepared For: Yadda Property Holdings I, LLC

Project:	2019-0068.S07
Date:	06/10/2024
Sheet:	1 of 2
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