

RESOLUTION 25-

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, AUTHORIZING THE ACCEPTANCE OF A UTILITY EASEMENT LOCATED WITHIN A PORTION OF TAX PARCEL NUMBERS 03043-003-000, 03043-004-000, 03043-005-000 AND 03043-006-000; AUTHORIZING THE EXECUTION OF DOCUMENTS TO EFFECTUATE THE ACQUISITION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Santa Fe Hills Water System is a community drinking water system that is located within and serves the Santa Fe Hills subdivision in unincorporated Alachua County, Florida, as recorded in Plat Book E, Page 73; and

WHEREAS, by order issued by the Eighth Judicial Circuit Court dated March 22, 2002, Alachua County was appointed receiver of the Santa Fe Hills Water System ("Order"); and

WHEREAS, County staff have been in negotiations with staff from the City of Alachua ("City") for the City to provide municipal drinking water service to the Santa Fe Hills subdivision; negotiations are ongoing. Any such arrangement would require written agreements executed by the County and the City, and court approval if the County wants to terminate its receivership; and

WHEREAS, one of the requirements that the City has identified during the negotiations is for the County to install a new drinking water line to serve the Santa Fe Hills subdivision; and

WHEREAS, the Order authorizes the County to make extensions, expansions, repairs, replacements and improvements to the Santa Fe Hills Water System and to enter into contracts with other public agencies to connect customers to public water systems; and

WHEREAS, the new drinking water line includes a water line loop through parcel numbers 03043-003-000, 03043-004-000, 03043-005-000 and 03043-006-000 (the "Affected Properties"); and

WHEREAS, the owners of the Affected Properties have each agreed to donate a Utility Easement to the County in order to complete the upgrades to the water system; and

WHEREAS, the Board of County Commissioners of Alachua County ("Board") finds the Utility Easements are necessary in order to complete the upgrades to the water system; and

WHEREAS, the Board also finds that accepting the conveyance of the Utility Easements from the owners of the Affected Properties is in the public interest because the Utility Easements are necessary for the County to install the water service.

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 accepts the conveyance of the Utility Easements attached hereto as **Exhibits 1, 2, 3 and 4**.

3. The Chairman and the Clerk of the Board are authorized to execute the Utility 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.

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

DULY ADOPTED in regular session, this _____ day of _____, A.D.,
2025.

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

By: _____
Charles Chestnut, IV, Chair

ATTEST:

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

APPROVED AS TO FORM

Alachua County Attorney's Office

EXHIBIT 1

This instrument prepared by:
Alachua County Public Works
5620 NW 120th Lane
Gainesville, FL 32653

Portion of Tax Parcel
No. 03043-003-000
ALACHUA COUNTY, FLORIDA

UTILITY EASEMENT

THIS UTILITY EASEMENT, made this 3rd day of FEBRUARY, 2024, between **Raymond Merrill and Joy Merrill**, husband and wife, whose mailing address is 12607 SW 28th Place, Archer, Florida 32618 (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 120 Lane, Gainesville, Florida 32653 (hereinafter referred to as "Grantee

WITNESSETH:

Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) 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 Utility Easement for the purpose of constructing, installing, operating, inspecting, maintaining, repairing and replacing a water line in, over, under, upon and across 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 herein (the "Easement Area").

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

The rights herein granted by Grantor to Grantee include the right to: (a) access the Easement Area; (b) construct, install, alter, improve, rebuild, relocate, remove, upgrade, operate, maintain and repair a potable water line within the Easement Area; (c) clear the Easement Area of trees, limbs, roots, undergrowth and other physical objects which, in the opinion of Grantee, endangers or interferes with the safe or efficient construction, installation, operation, maintenance or repair of the potable water line; and (d) all other rights and privileged reasonably necessary or convenient for Grantee's safer or efficient use and enjoyment of said easement for the purposes described herein. This grant of easement does not preclude the Grantor, its successors or assigns, from using the 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. The following additional terms are set forth:

1. The Grantor covenants to not interfere with Grantee's activities within the Property.
2. The Grantor or its successors or assigns shall have the right, at any time, to convey the fee simple title to their Property, including the Easement Area, subject to this Easement and any other easements heretofore and hereinafter granted.

3. Grantee shall have the right, at any time, to assign, transfer and convey this easement to the City of Alachua without further approval of the Grantor, subject only to the City of Alachua agreeing to assume all of Grantee's rights, duties, obligations and responsibilities under this easement.

4. Each Party shall be solely responsible for their own negligent or wrongful acts as well as those of their respective employees and agents, which relate to, or arise out of this Easement, or for the use of the Easement Area. 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 §768.28, Florida Statutes.

IN WITNESS WHEREOF, the said Grantor has hereunto set their hand and seal on the day and year aforesaid.

Signed, sealed and delivered
in the presence of:

Kathy Strickland
Witness

Kathy Strickland
Print Name

4622 NW 12 PL
Address

Gainesville FL 32605
City, State, Zip

Larett G. Dietrich
Witness

Larett G. Dietrich
Print Name

4404 NW 75th Street
Address

Gainesville, FL 32606
City, State, Zip

GRANTOR:

Raymond Merrill
Raymond Merrill

Joy Merrill
Joy Merrill

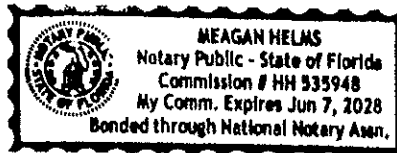
STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, me this 3rd day of February, 2028, by

Ray & Joy Merrill husband and wife. They are personally known to me, or who have produced _____ as identification.

Meagan Helms
Notary Public
Meagan Helms
Print Name

(Notary Seal)



At a meeting on the ____ day of _____ 2024, the Alachua County Board of County Commissioners authorized the acceptance of this instrument of conveyance and authorized the Chair to execute this acceptance on behalf of Alachua County.

CHARLES CHESTNUT, IV, CHAIR
ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

Executed on this ____ day of _____, 20__.

ATTEST:

J. K. "JESS" IRBY, ESQ., CLERK

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY'S OFFICE

SKETCH & DESCRIPTION

IN SECTION 08, TOWNSHIP 08 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA

DESCRIPTION - BY THIS SURVEYOR

A PARCEL OF LAND SITUATE, LYING AND BEING IN SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST, IN ALACHUA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A RAILROAD SPIKE ON THE CENTERLINE OF COUNTY ROAD 235-A BEING THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST, IN ALACHUA COUNTY, FLORIDA AND RUN SOUTH 00 DEGREES 34 MINUTES 16 SECONDS EAST ALONG THE EAST BOUNDARY OF SAID SECTION A DISTANCE OF 1334.13 FEET; THENCE LEAVING SAID SECTION BOUNDARY RUN SOUTH 88 DEGREES 31 MINUTES 51 SECONDS WEST 286.98 FEET TO THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING CONTINUE THENCE SOUTH 88 DEGREES 31 MINUTES 51 SECONDS WEST 113.28 FEET; THENCE SOUTH 00 DEGREES 35 MINUTES 09 SECONDS EAST 20.00 FEET; THENCE NORTH 88 DEGREES 31 MINUTES 51 SECONDS EAST 93.32 FEET; THENCE SOUTH 00 DEGREES 42 MINUTES 24 SECONDS EAST 15.31 FEET; THENCE NORTH 88 DEGREES 38 MINUTES 13 SECONDS EAST 20.00 FEET; THENCE NORTH 00 DEGREES 42 MINUTES 24 SECONDS WEST 25.34 FEET TO THE POINT OF BEGINNING. CONTAINING 2572.4 SQUARE FEET, MORE OR LESS.

ABBREVIATIONS

(P) = PLATTED
 O.R.B. = OFFICIAL RECORDS BOOK
 P.B. = PLAT BOOK
 PG. = PAGE

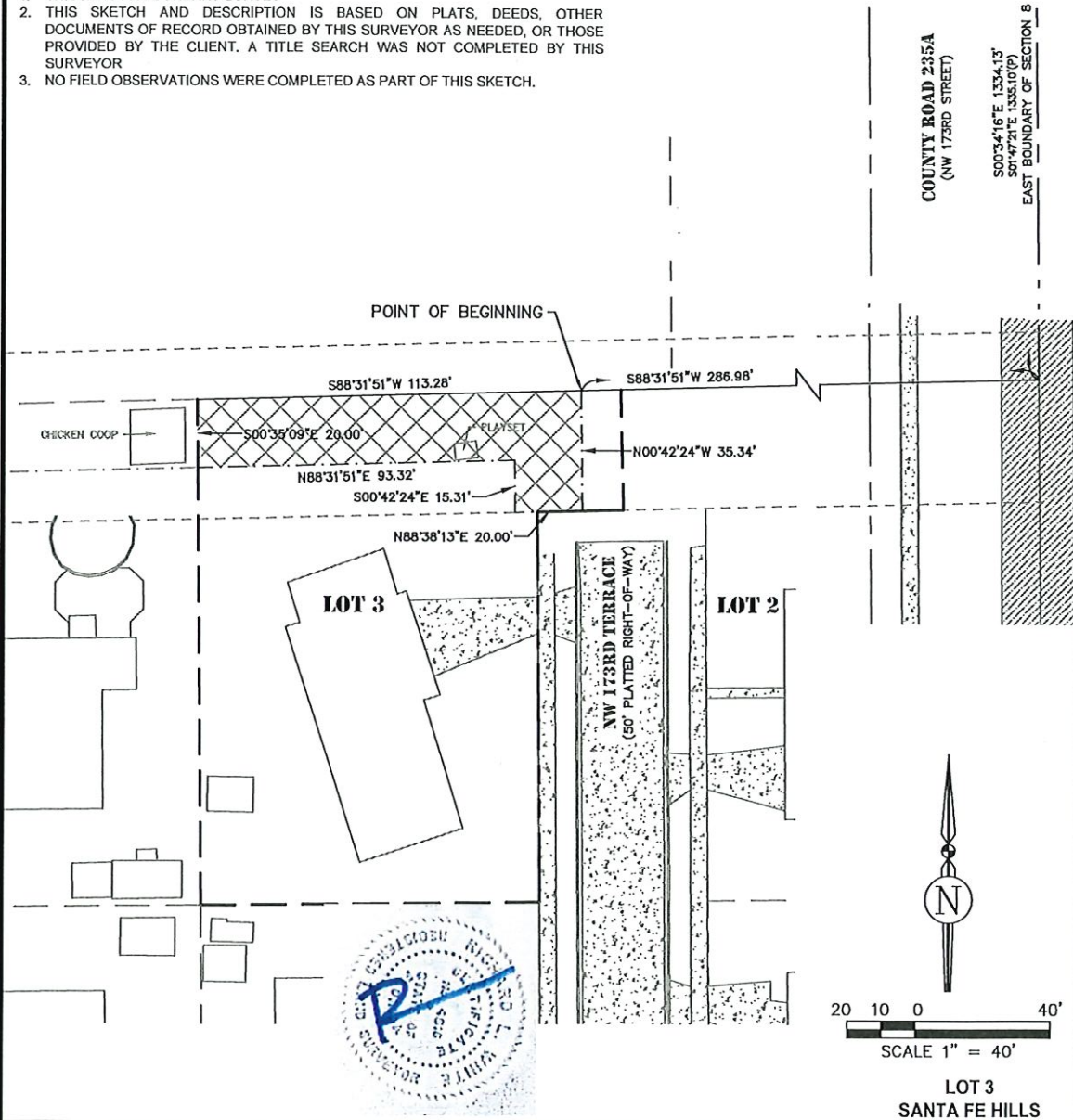
SYMBOL LEGEND

--- TAX PARCEL LINE
 - - - RIGHT-OF-WAY LINE
 - - - RIGHT-OF-WAY CENTERLINE
 - - - SUBJECT PARCEL BOUNDARY
 [X] SUBJECT PARCEL

POINT OF COMMENCEMENT
 RAILROAD SPIKE
 ☉ OF COUNTY ROAD 235-A
 NORTHEAST CORNER OF
 SECTION 08
 TOWNSHIP 08 SOUTH
 RANGE 18 EAST
 ALACHUA COUNTY, FLORIDA

NOTES

- THIS IS NOT A BOUNDARY SURVEY
- THIS SKETCH AND DESCRIPTION IS BASED ON PLATS, DEEDS, OTHER DOCUMENTS OF RECORD OBTAINED BY THIS SURVEYOR AS NEEDED, OR THOSE PROVIDED BY THE CLIENT. A TITLE SEARCH WAS NOT COMPLETED BY THIS SURVEYOR
- NO FIELD OBSERVATIONS WERE COMPLETED AS PART OF THIS SKETCH.



LOT 3
 SANTA FE HILLS

JBPro
 CIVIL ENGINEERING | LAND PLANNING
 SURVEYING | CONSTRUCTION SERVICES
 3530 NW 43rd Street | Gainesville, FL
 4420 US-1 S, Suite 1 | St. Augustine, FL
 1826 Ox Bottom Lane | Tallahassee, FL
 Toll Free: (844) Go-JBPro

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. LS4816
 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

Richard L. White, PLS
 Professional Land Surveyor

CERTIFIED TO:
 1. ALACHUA COUNTY, FLORIDA

Scale: 1"=100'
 Drawn By: J. Trahan
 Document Name: 338-23-06-LOT 6
 Document Date: 07/03/2024
 Sheet: 1 of 1

EXHIBIT 2

This instrument prepared by:
Alachua County Public Works
5620 NW 120th Lane
Gainesville, FL 32653

Portion of Tax Parcel
No.03043-004-000
ALACHUA COUNTY, FLORIDA

UTILITY EASEMENT

THIS UTILITY EASEMENT, made this 10 day of December, 2024, between **Manuel A. Arriaga-Guerra**, whose mailing address is 16931 NW 174th Terrace, Alachua, Florida 32615 (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 120 Lane, Gainesville, Florida 32653 (hereinafter referred to as "Grantee

WITNESSETH:

Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) 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, Utility Easement for the purpose of constructing, installing, operating, inspecting, maintaining, repairing and replacing a water line in, over, under, upon and across 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 herein (the "Easement Area").

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

The rights herein granted by Grantor to Grantee include the right to: (a) access the Easement Area; (b) construct, install, alter, improve, rebuild, relocate, remove, upgrade, operate, maintain and repair a potable water line within the Easement Area; (c) clear the Easement Area of trees, limbs, roots, undergrowth and other physical objects which, in the opinion of Grantee, endangers or interferes with the safe or efficient construction, installation, operation, maintenance or repair of the potable water line; and (d) all other rights and privileged reasonably necessary or convenient for Grantee's safer or efficient use and enjoyment of said easement for the purposes described herein. This grant of easement does not preclude the Grantor, its successors or assigns, from using the 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. The following additional terms are set forth:

1. The Grantor covenants to not interfere with Grantee's activities within the Property.
2. The Grantor or its successors or assigns shall have the right, at any time, to convey the fee simple title to their Property, including the Easement Area, subject to this Easement and any other easements heretofore and hereinafter granted.


3. Grantee shall have the right, at any time, to assign, transfer and convey this easement to the City of Alachua without further approval of the Grantor, subject only to the City of Alachua agreeing to assume all of Grantee's rights, duties, obligations and responsibilities under this easement.

4. Each Party shall be solely responsible for their own negligent or wrongful acts as well as those of their respective employees and agents, which relate to, or arise out of this Easement, or for the use of the Easement Area. 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 §768.28, Florida Statutes.

IN WITNESS WHEREOF, the said Grantor has hereunto set their hand and seal on the day and year aforesaid.

Signed, sealed and delivered
in the presence of:

GRANTOR:




 Witness

 Print Name



 Manuel A. Arriaga- Guerra

_____ 5620 NW 120th Ln. _____
 Address
 _____ Gainesville, FL 32653 _____
 City, State, Zip



 Witness

 Print Name

_____ 5620 NW 120th Ln. _____
 Address

_____ Gainesville, FL 32653 _____
 City, State, Zip

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, me this 10th day of December, 2024, by

MANUEL A. ARRISGA-GUERRA He/she is personally known to me, or who has produced Drivers License as identification.

Patricia A. Green
Notary Public

(Notary Seal)

Patricia A. Green
Print Name



At a meeting on the _____ day of _____, 20__, the Alachua County Board of County Commissioners authorized the acceptance of this instrument of conveyance and authorized the Chair to execute this acceptance on behalf of Alachua County.

CHARLES CHESTNUT, IV, CHAIR
ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

Executed on this _____ day of _____, 20__.

ATTEST:

J. K. "JESS" IRBY, ESQ., CLERK

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY'S OFFICE

SKETCH & DESCRIPTION

IN SECTION 08, TOWNSHIP 08 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA


DESCRIPTION - BY THIS SURVEYOR

A PARCEL OF LAND SITUATE, LYING AND BEING IN SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST, IN ALACHUA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A RAILROAD SPIKE ON THE CENTERLINE OF COUNTY ROAD 235-A BEING THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST, IN ALACHUA COUNTY, FLORIDA AND RUN SOUTH 00 DEGREES 34 MINUTES 16 SECONDS EAST ALONG THE EAST BOUNDARY OF SAID SECTION A DISTANCE OF 1334.13 FEET; THENCE LEAVING SAID SECTION BOUNDARY RUN SOUTH 88 DEGREES 31 MINUTES 51 SECONDS WEST 400.26 FEET TO THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING CONTINUE THENCE SOUTH 88 DEGREES 31 MINUTES 51 SECONDS WEST 125.00 FEET; THENCE SOUTH 00 DEGREES 35 MINUTES 09 SECONDS EAST 20.00; THENCE NORTH 88 DEGREES 31 MINUTES 51 SECONDS EAST 9.65 FEET; THENCE SOUTH 00 DEGREES 32 MINUTES 14 SECONDS EAST 14.91 FEET; THENCE NORTH 88 DEGREES 40 MINUTES 10 SECONDS EAST 20.00 FEET; THENCE NORTH 00 DEGREES 32 MINUTES 14 SECONDS WEST 14.96 FEET; THENCE NORTH 00 DEGREES 31 MINUTES 51 SECONDS EAST 95.34 FEET; THENCE NORTH 00 DEGREES 35 MINUTES 09 SECONDS WEST 20.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2798.6 SQUARE FEET, MORE OR LESS.

ABBREVIATIONS

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 P.B. = PLAT BOOK
 PG. = PAGE

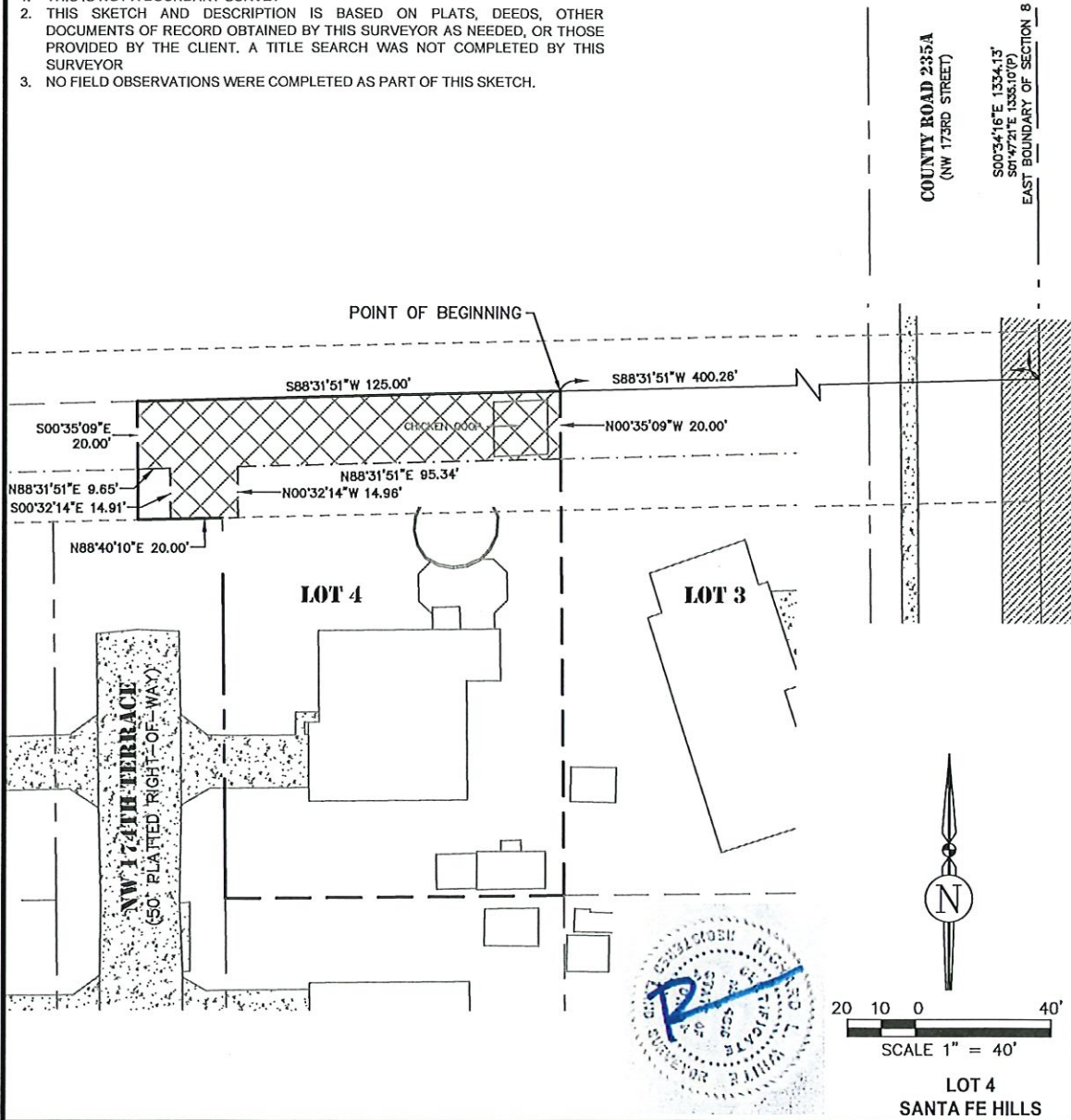
SYMBOL LEGEND

--- TAX PARCEL LINE
 - - - RIGHT-OF-WAY LINE
 - - - RIGHT-OF-WAY CENTERLINE
 - - - SUBJECT PARCEL BOUNDARY
 SUBJECT PARCEL

POINT OF COMMENCEMENT
 RAILROAD SPIKE
 ☉ OF COUNTY ROAD 235-A
 NORTHEAST CORNER OF
 SECTION 08
 TOWNSHIP 08 SOUTH
 RANGE 18 EAST
 ALACHUA COUNTY, FLORIDA

NOTES

- THIS IS NOT A BOUNDARY SURVEY
- THIS SKETCH AND DESCRIPTION IS BASED ON PLATS, DEEDS, OTHER DOCUMENTS OF RECORD OBTAINED BY THIS SURVEYOR AS NEEDED, OR THOSE PROVIDED BY THE CLIENT. A TITLE SEARCH WAS NOT COMPLETED BY THIS SURVEYOR
- NO FIELD OBSERVATIONS WERE COMPLETED AS PART OF THIS SKETCH.



JBPro
 CIVIL ENGINEERING | LAND PLANNING
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 3530 NW 43rd Street | Gainesville, FL
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 Toll Free: (844) Go-JBPro

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. LS4816
 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

Richard L. White, PLS
 Professional Land Surveyor

| | |
|----------------------------|-----------------|
| CERTIFIED TO: | |
| 1. ALACHUA COUNTY, FLORIDA | |
| Scale: | 1"=100' |
| Drawn By: | J. Trahan |
| Document Name: | 338-23-06-LOT 6 |
| Document Date: | 07/03/2024 |
| Sheet: | 1 of 1 |

EXHIBIT 3

This instrument prepared by:
Alachua County Public Works
5620 NW 120th Lane
Gainesville, FL 32653

Portion of Tax Parcel
No.03043-005-000
ALACHUA COUNTY, FLORIDA

UTILITY EASEMENT

THIS UTILITY EASEMENT, made this 26 day of November, 2024, between **Melissa Thomas**, whose mailing address is 16922 NW 174th Terrace, Alachua, Florida 32615 (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 120 Lane, Gainesville, Florida 32653 (hereinafter referred to as "Grantee

WITNESSETH:

Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) 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, Utility Easement for the purpose of constructing, installing, operating, inspecting, maintaining, repairing and replacing a water line in, over, under, upon and across 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 herein (the "Easement Area").

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

The rights herein granted by Grantor to Grantee include the right to: (a) access the Easement Area; (b) construct, install, alter, improve, rebuild, relocate, remove, upgrade, operate, maintain and repair a potable water line within the Easement Area; (c) clear the Easement Area of trees, limbs, roots, undergrowth and other physical objects which, in the opinion of Grantee, endangers or interferes with the safe or efficient construction, installation, operation, maintenance or repair of the potable water line; and (d) all other rights and privileged reasonably necessary or convenient for Grantee's safer or efficient use and enjoyment of said easement for the purposes described herein. This grant of easement does not preclude the Grantor, its successors or assigns, from using the 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. The following additional terms are set forth:

1. The Grantor covenants to not interfere with Grantee's activities within the Property.
2. The Grantor or its successors or assigns shall have the right, at any time, to convey the fee simple title to their Property, including the Easement Area, subject to this Easement and any other easements heretofore and hereinafter granted.

3. Grantee shall have the right, at any time, to assign, transfer and convey this easement to the City of Alachua without further approval of the Grantor, subject only to the City of Alachua agreeing to assume all of Grantee's rights, duties, obligations and responsibilities under this easement.

4. Each Party shall be solely responsible for their own negligent or wrongful acts as well as those of their respective employees and agents, which relate to, or arise out of this Easement, or for the use of the Easement Area. 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 §768.28, Florida Statutes.

IN WITNESS WHEREOF, the said Grantor has hereunto set their hand and seal on the day and year aforesaid.

Signed, sealed and delivered
in the presence of:

GRANTOR:

Pat A Rodel

Melissa Thomas

Witness

Melissa Thomas

Patricia A Rodel

Print Name

5830 NW 34th Blvd

Address

Gainesville FL 32653

City, State, Zip

Lois A. Carmichael

Witness

Lois A. Carmichael

Print Name

690 Hebron Ave. Apt B

Address

Keystone Heights, FL 32456

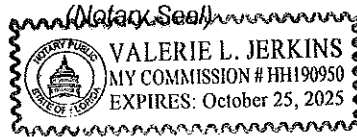
City, State, Zip

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, me this 26th day of November, 2024, by

Melissa A. Thomas He/she is personally known to me, or who has produced _____ as identification.

Valerie L. Jerkins
Notary Public
Print Name Valerie L. Jerkins



At a meeting on the _____ day of _____, 2025, Alachua County Board of County Commissioners authorized the acceptance of this instrument of conveyance and authorized the Chair to execute this acceptance on behalf of Alachua County.

CHARLES CHESTNUT, IV, CHAIR
ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

Executed on this _____ day of _____, 2025.

ATTEST:

J. K. "JESS" IRBY, ESQ., CLERK

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY'S OFFICE

SKETCH & DESCRIPTION

IN SECTION 08, TOWNSHIP 08 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA

DESCRIPTION - BY THIS SURVEYOR

A PARCEL OF LAND SITUATE, LYING AND BEING IN SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST, IN ALACHUA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A RAILROAD SPIKE ON THE CENTERLINE OF COUNTY ROAD 235-A BEING THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST, IN ALACHUA COUNTY, FLORIDA AND RUN SOUTH 00 DEGREES 34 MINUTES 16 SECONDS EAST ALONG THE EAST BOUNDARY OF SAID SECTION A DISTANCE OF 1334.13 FEET; THENCE LEAVING SAID SECTION BOUNDARY RUN SOUTH 88 DEGREES 31 MINUTES 51 SECONDS WEST 525.26 FEET TO THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING CONTINUE THENCE SOUTH 88 DEGREES 31 MINUTES 51 SECONDS WEST 125.03 FEET; THENCE SOUTH 00 DEGREES 35 MINUTES 09 SECONDS EAST 20.00; THENCE NORTH 88 DEGREES 31 MINUTES 51 SECONDS EAST 125.03 FEET; THENCE NORTH 00 DEGREES 35 MINUTES 09 SECONDS WEST 20.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2500.7 SQUARE FEET, MORE OR LESS.

ABBREVIATIONS

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 P.B. = PLAT BOOK
 PG. = PAGE

SYMBOL LEGEND

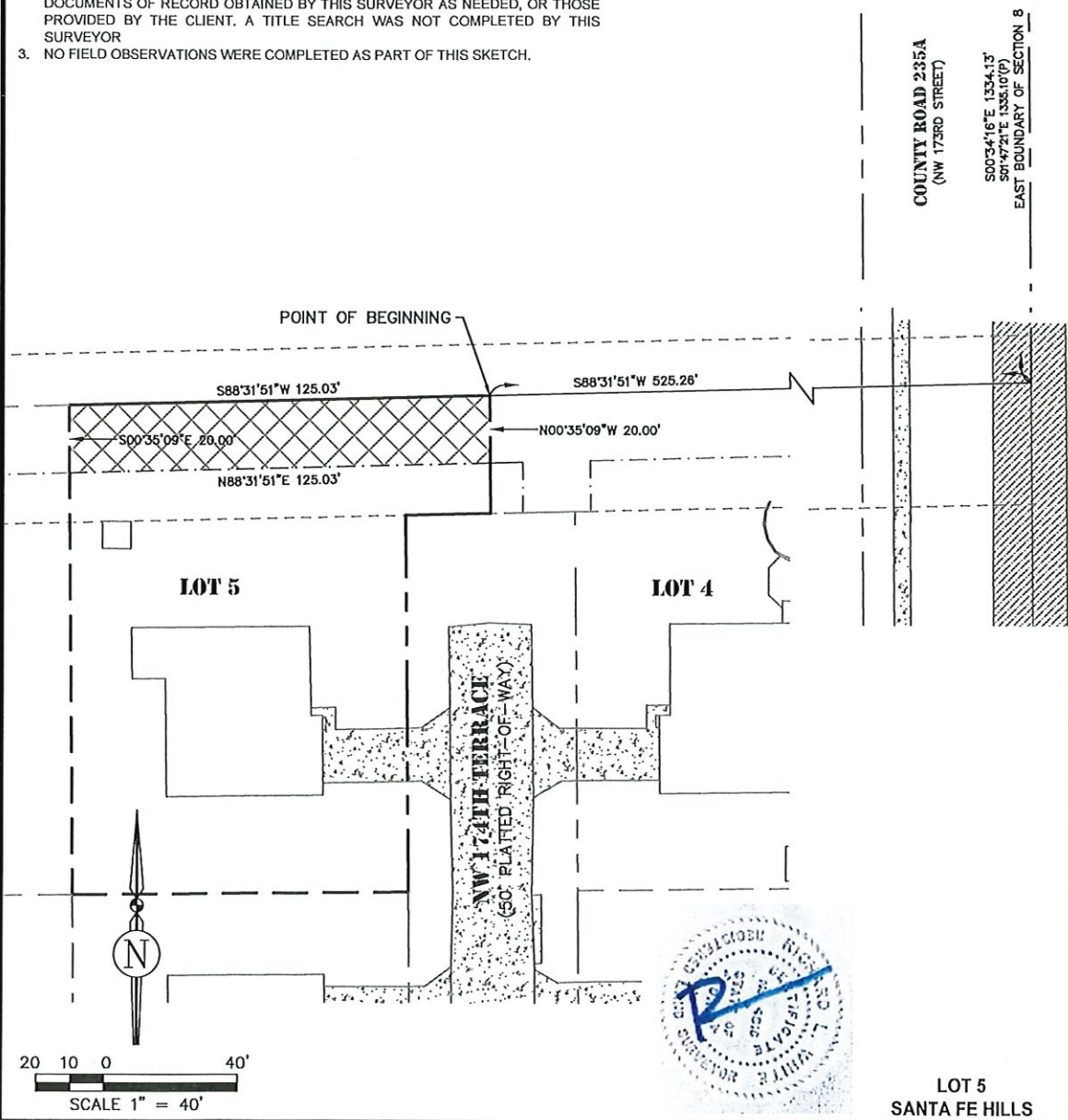
--- TAX PARCEL LINE
 --- RIGHT-OF-WAY LINE
 --- RIGHT-OF-WAY CENTERLINE
 - - - SUBJECT PARCEL BOUNDARY
 [X] SUBJECT PARCEL

POINT OF COMMENCEMENT

RAILROAD SPIKE
 ☉ OF COUNTY ROAD 235-A
 NORTHEAST CORNER OF
 SECTION 08
 TOWNSHIP 08 SOUTH
 RANGE 18 EAST
 ALACHUA COUNTY, FLORIDA

NOTES

- THIS IS NOT A BOUNDARY SURVEY
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- NO FIELD OBSERVATIONS WERE COMPLETED AS PART OF THIS SKETCH.




| | | | |
|--|---|---|---|
|  <p>CIVIL ENGINEERING LAND PLANNING SURVEYING CONSTRUCTION SERVICES 3530 NW 43rd Street Gainesville, FL 4420 US-1 S, Suite 1 St. Augustine, FL 1826 Ox Bottom Lane Tallahassee, FL Toll Free: (844) Go-JBPro</p> | 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. | | CERTIFIED TO: 1. ALACHUA COUNTY, FLORIDA |
| | Florida License No. LS4816 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 | Richard L. White, PLS Professional Land Surveyor | Scale: 1"=100' Drawn By: J. Trahan Document Name: 338-23-06-LOT 6 Document Date: 07/03/2024 Sheet: 1 of 1 |

EXHIBIT 4

This instrument prepared by:
Alachua County Public Works
5620 NW 120th Lane
Gainesville, FL 32653

Portion of Tax Parcel
No.03043-006-000
ALACHUA COUNTY, FLORIDA

UTILITY EASEMENT

THIS UTILITY EASEMENT, made this 19 day of December 2024, between **Charles Manuel Gonzales and Meredith Joyce Gonzales**, husband and wife, whose mailing address is 2891 SE 19th Avenue, Gainesville, Florida 32641 (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 120 Lane, Gainesville, Florida 32653 (hereinafter referred to as "Grantee

WITNESSETH:

Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) 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 Utility Easement for the purpose of constructing, installing, operating, inspecting, maintaining, repairing and replacing a water line in, over, under, upon and across 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 herein (the "Easement Area").

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

The rights herein granted by Grantor to Grantee include the right to: (a) access the Easement Area; (b) construct, install, alter, improve, rebuild, relocate, remove, upgrade, operate, maintain and repair a potable water line within the Easement Area; (c) clear the Easement Area of trees, limbs, roots, undergrowth and other physical objects which, in the opinion of Grantee, endangers or interferes with the safe or efficient construction, installation, operation, maintenance or repair of the potable water line; and (d) all other rights and privileged reasonably necessary or convenient for Grantee's safer or efficient use and enjoyment of said easement for the purposes described herein. This grant of easement does not preclude the Grantor, its successors or assigns, from using the 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. The following additional terms are set forth:

1. The Grantor covenants to not interfere with Grantee's activities within the Property.
2. The Grantor or its successors or assigns shall have the right, at any time, to convey the fee simple title to their Property, including the Easement Area, subject to this Easement and any other easements heretofore and hereinafter granted.


3. Grantee shall have the right, at any time, to assign, transfer and convey this easement to the City of Alachua without further approval of the Grantor, subject only to the City of Alachua agreeing to assume all of Grantee's rights, duties, obligations and responsibilities under this easement.

4. Each Party shall be solely responsible for their own negligent or wrongful acts as well as those of their respective employees and agents, which relate to, or arise out of this Easement, or for the use of the Easement Area. 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 §768.28, Florida Statutes.

IN WITNESS WHEREOF, the said Grantor has hereunto set their hand and seal on the day and year aforesaid.

Signed, sealed and delivered
in the presence of:

GRANTOR:



 Witness
 PATRICIA A GREEN

 Print Name




 Charles Manuel Gonzales

5620 NW 120th Ln

 Address

Gainesville, FL 32653

 City, State, Zip



 Witness
 C. Perry Peoples

 Print Name



 Meredith Joyce Gonzales

5620 NW 120th Ln

 Address

Gainesville, FL 32653

 City, State, Zip

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, me this 19th day of December, 2024, by

Charles & Meredith Gonzales Husband and wife. They are personally known to me, or who have produced FL Drivers Licenses as identification.

Patricia A. Green
Notary Public
Patricia A. Green
Print Name

(Notary Seal)



At a meeting on the ___ day of _____, 20___, the Alachua County Board of County Commissioners authorized the acceptance of this instrument of conveyance and authorized the Chair to execute this acceptance on behalf of Alachua County.

CHARLES CHESTNUT, IV, CHAIR
ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

Executed on this _____ day of _____, 20__.

ATTEST:

J. K. "JESS" IRBY, ESQ., CLERK

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY'S OFFICE

SKETCH & DESCRIPTION

IN SECTION 08, TOWNSHIP 08 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA

DESCRIPTION - BY THIS SURVEYOR

A PARCEL OF LAND SITUATE, LYING AND BEING IN SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST, IN ALACHUA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCE AT A RAILROAD SPIKE ON THE CENTERLINE OF COUNTY ROAD 235-A BEING THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST, IN ALACHUA COUNTY, FLORIDA AND RUN SOUTH 00 DEGREES 34 MINUTES 16 SECONDS EAST ALONG THE EAST BOUNDARY OF SAID SECTION A DISTANCE OF 1334.13 FEET; THENCE LEAVING SAID SECTION BOUNDARY RUN SOUTH 88 DEGREES 31 MINUTES 51 SECONDS WEST 650.29 FEET TO THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING CONTINUE THENCE CONTINUE SOUTH 88 DEGREES 31 MINUTES 51 SECONDS WEST 115.04 FEET; THENCE SOUTH 00 DEGREES 33 MINUTES 05 SECONDS EAST 34.46; THENCE NORTH 88 DEGREES 31 MINUTES 51 SECONDS EAST 20.00 FEET; THENCE NORTH 00 DEGREES 33 MINUTES 05 SECONDS WEST 14.50 FEET; THENCE NORTH 88 DEGREES 31 MINUTES 51 SECONDS EAST 95.04 FEET; THENCE NORTH 00 DEGREES 35 MINUTES 09 SECONDS WEST 20.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2590.4 SQUARE FEET, MORE OR LESS.

ABBREVIATIONS

(P) = PLATTED
 O.R.B. = OFFICIAL RECORDS BOOK
 P.B. = PLAT BOOK
 PG. = PAGE

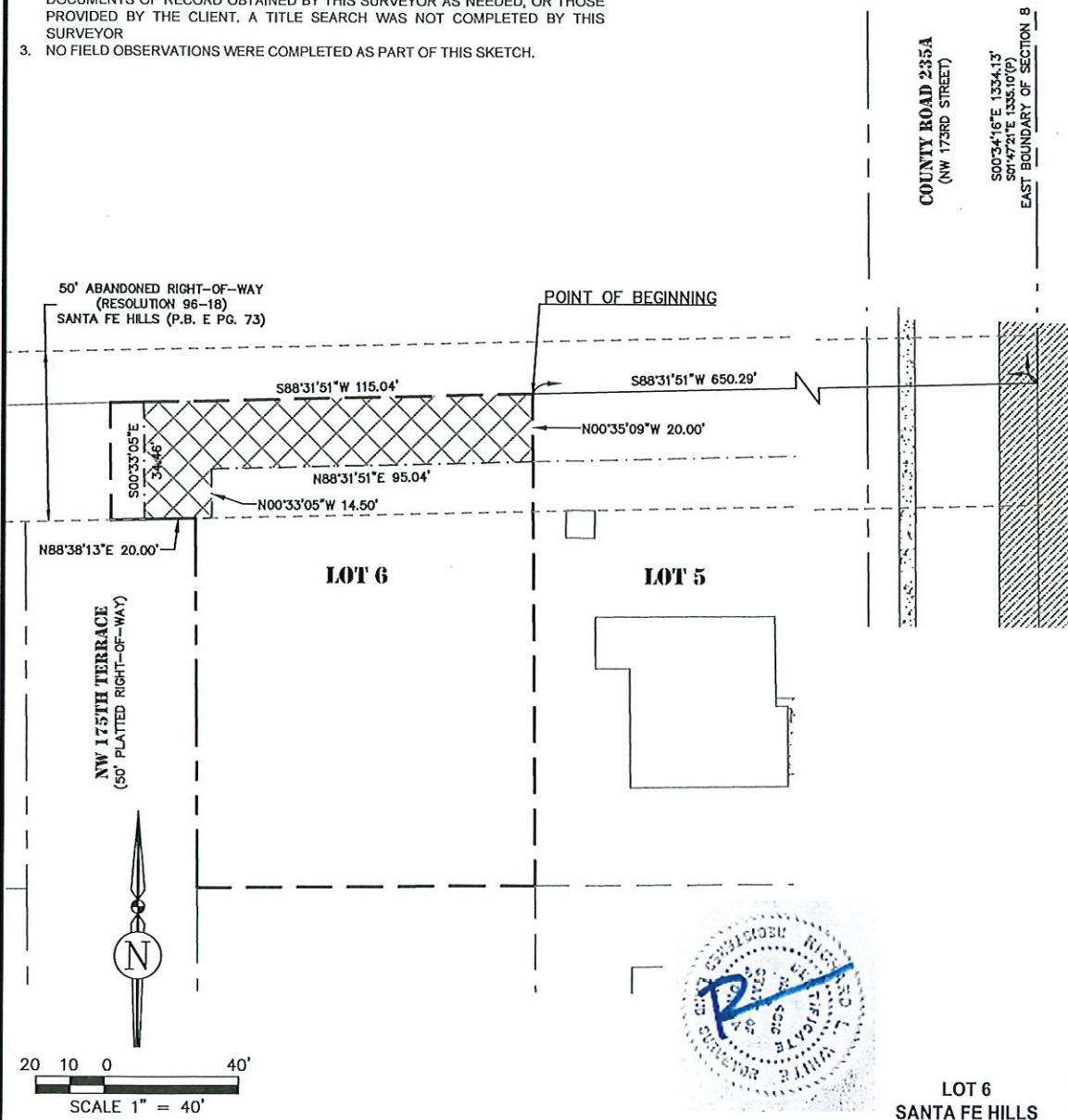
SYMBOL LEGEND

--- TAX PARCEL LINE
 --- RIGHT-OF-WAY LINE
 --- RIGHT-OF-WAY CENTERLINE
 --- SUBJECT PARCEL BOUNDARY
 [X] SUBJECT PARCEL

POINT OF COMMENCEMENT
 RAILROAD SPIKE
 ☉ OF COUNTY ROAD 235-A
 NORTHEAST CORNER OF
 SECTION 08
 TOWNSHIP 08 SOUTH
 RANGE 18 EAST
 ALACHUA COUNTY, FLORIDA

NOTES

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- NO FIELD OBSERVATIONS WERE COMPLETED AS PART OF THIS SKETCH.



LOT 6
 SANTA FE HILLS

JBPro
 CIVIL ENGINEERING | LAND PLANNING
 SURVEYING | CONSTRUCTION SERVICES
 3530 NW 43rd Street | Gainesville, FL
 4420 US-1 S, Suite 1 | St. Augustine, FL
 1826 Ox Bottom Lane | Tallahassee, FL
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Florida License No. LS4816
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NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER OR VALID DIGITAL SIGNATURE IN ELECTRONIC FORM

Richard L. White, PLS
 Professional Land Surveyor

| | |
|----------------------------|-----------------|
| CERTIFIED TO: | |
| 1. ALACHUA COUNTY, FLORIDA | |
| Scale: | 1"=100' |
| Drawn By: | J. Trahan |
| Document Name: | 338-23-06-LOT 6 |
| Document Date: | 07/03/2024 |
| Sheet: | 1 of 1 |