

RESOLUTION 25-

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, AUTHORIZING THE ACCEPTANCE OF A PERPETUAL TRANSPORTATION EASEMENT FROM GAINESVILLE REGIONAL UTILITIES; AUTHORIZING THE EXECUTION OF DOCUMENTS TO EFFECTUATE THE EASEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Gainesville, Florida d/b/a Gainesville Regional Utilities (hereinafter "GRU") is the owner of real property in Section 2, Township 10 South, Range 18 East and Section 35, Township 9 South, Range 18 East along the proposed NW 122nd Street corridor; and

WHEREAS, County Public Works staff has determined that the County requires additional right-of-way width along the NW 122nd Street corridor for transportation and drainage purposes; and

WHEREAS, GRU has agreed to donate the required additional right-of-way to the County by easement; and

WHEREAS, the Board finds that accepting the Perpetual Transportation Easement is in the public interest.

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

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. The Board hereby accepts the Perpetual Transportation Easement attached hereto as **Exhibit "A"**.

4. The Chairman and the Clerk of the Board are authorized to execute the Perpetual Transportation Easement 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.

5. 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 "A" TO RESOLUTION

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

Tax Parcel Nos. 04314-001-000 &
04321-200-000 (portion of)
Section 35, Township 9 South, Range 18 East
NW 122nd Street Extension

GRU File No. U-RW-10-25
Page 1 of 16

PERPETUAL TRANSPORTATION EASEMENT

THIS EASEMENT, made this _____ day of _____, 2025, by THE CITY OF GAINESVILLE d/b/a GAINESVILLE REGIONAL UTILITIES (“GRU”), a municipal corporation, whose post office address is P.O. Box 147117, Sta. E3E, Gainesville, Florida 32614-7117, as GRANTOR, to ALACHUA COUNTY, a political subdivision of the State of Florida, whose post office address is 5620 NW 120 Lane, Gainesville, Florida 32653, as GRANTEE.

WITNESSETH:

That the said GRANTOR, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration 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 non-exclusive perpetual easement for transportation purposes that includes the right to construct, operate, maintain, alter and replace a public road, drainage facilities, and related appurtenances over, under, upon and through the following described property in Alachua County, Florida, to wit (“Easement Area”):

AS DESCRIBED IN EXHIBIT “A”, ATTACHED HERETO AND MADE A PART HEREOF.

This easement is subject to the following general terms and conditions:

1. GRANTEE by acceptance and recording of this easement hereby agrees that the utilization of this Easement Area for transportation purposes shall be subject to, and not be inconsistent with, the safe and efficient installation, operation and maintenance of the GRANTOR’s existing and future municipal public utility facilities, including by example, electric, water, sanitary sewer, natural gas, reclaimed water, and telecommunications utility facilities, and all their related appurtenances, located, or to be located, over, under, upon, through and adjacent to the Easement Area. GRANTEE shall comply with all current and future design, construction, or maintenance standards established by the GRANTOR.
2. All drawings for construction or reconstruction of the public road, drainage facilities and related appurtenances, as well as revisions to those drawings, must be prepared by a Florida licensed professional engineer, architect, or landscape architect, as applicable, or other qualified professional acceptable to the GRANTOR (the “Plans”). The Plans must have prior written approval from the GRANTOR before they are implemented. The GRANTEE shall not establish any of the following within the Easement Area, unless shown on approved Plans or otherwise approved by the GRANTOR: any borrow, sand, or gravel pits; stone quarries; permanent storage areas; road construction, operation and maintenance facilities; camps; supply depots; or disposal sites. The GRANTOR may require the GRANTEE to furnish as-built drawings, maps, or surveys upon completion of the work.
3. The GRANTEE shall have the right and obligation to construct, reconstruct, operate, and maintain the public road, drainage facilities, and related appurtenances for a public roadway consistent with applicable state law and standards for public roadways. The GRANTOR assumes no responsibility for construction, reconstruction, operation, and maintenance of the public road, drainage facilities and appurtenances. The GRANTOR assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

4. GRANTOR, as a municipal corporation, and GRANTEE, as a political subdivision of the State of Florida, respectively agree to be fully responsible for the negligent acts or omissions of their officers, employees and agents. GRANTEE shall indemnify GRANTOR against any actions, claims or damages arising out of, relating to, or resulting from the negligent or wrongful act(s) of GRANTEE in connection with the rights granted to or exercised by GRANTEE hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of this easement or construed as a waiver of sovereign immunity, the limits of liability, or other provisions of Section 768.28, Florida Statutes.
5. GRANTOR shall have the right to construct, operate, maintain, repair, replace, and access its facilities within the Easement Area and over, under, and across the GRANTOR's adjacent property as reasonably necessary. GRANTOR shall not be liable for damage to any improvements, landscaping, or other property of GRANTEE located within the Easement Area or on GRANTOR's property, except to the extent caused by the willful misconduct of GRANTOR or its agents. Moreover, GRANTOR shall have no responsibility or liability for any damage to any improvements, facilities, structures, drainage systems, roadways, curbs, pedestrian paths, landscaping, or other installations ("Grantee Improvements") installed or maintained by GRANTEE within, upon, or adjacent to the Easement Area or the GRANTOR's underlying fee simple property. GRANTEE acknowledges that GRANTOR's utility vehicles, equipment, and machinery, may enter upon and operate within the Easement Area and any other portion of GRANTOR's property as necessary for the inspection, repair, maintenance, replacement, or operation of GRANTOR's facilities, and GRANTOR shall not be responsible for any resulting disturbance or damage to Grantee Improvements, whether such entry is from within or outside the Easement Area.
6. In the event of an emergency requiring the inspection, maintenance, repair, or replacement of GRANTOR's facilities within or adjacent to the Easement Area, including without limitation the repair of downed transmission lines, GRANTOR shall have the right, at its sole discretion, to temporarily close public access to any portion of the Easement Area and adjacent GRANTEE right-of-way, as reasonably necessary to safely and efficiently perform such work. GRANTOR shall reopen such areas to public access as soon as reasonably practicable following the completion of the emergency work.
7. The Plans referenced in section 2 of this Easement shall include all drainage facilities to be located within the Easement Area. GRANTOR acknowledges and agrees that the drainage facilities to be located within the Easement Area are intended to be permitted as a part of a larger drainage system that includes offsite properties, and that GRANTEE does not intend to store or treat runoff within the Easement Area. As used in this section, the term "permit" means the Environmental Resource Permit that will be issued for application number ERP-001-251097-1 currently pending with the Suwannee River Water Management District. The intent is to collect runoff from within the Easement Area and GRANTEE'S right-of-way for NW 122nd Street ("RW") and convey said runoff to an offsite drainage basin that will receive and treat said runoff. GRANTEE shall not adversely impact drainage patterns or pre-existing improvements. GRANTEE shall be solely responsible for the permitting, design, and construction of the larger drainage system, including the drainage facilities to be located within the Easement Area, and shall be solely responsible for the maintenance and operation of the drainage facilities within the Easement Area. The drainage facilities must comply with all applicable federal, state or local laws, codes or ordinances. Once construction of the larger drainage system has been completed, including the drainage facilities to be located within Easement Area, the co-permittee, 122nd and Newberry, LLC, or its successors and assigns shall be the responsible entity under the permit for the operation and maintenance of the offsite drainage basin.
8. GRANTEE shall not construct or install any buildings, structures, or obstacles within the Easement Area other than the public road, drainage facilities, and related appurtenances that have been approved by the GRANTOR. Any associated lighting shall not be considered a related appurtenance and requires the express prior consent and approval of GRANTOR.
9. GRANTEE shall not plant any trees within the Easement Area. All landscaping plans must have written approval from the GRANTOR before they are implemented. Vegetation shall not exceed eight (8) feet in height and must comply with current utility standards set forth by GRANTOR. The GRANTEE shall be solely responsible for perpetual maintenance of any

landscaping allowed under this easement. Additionally, mowing in the Easement Area will be the responsibility of the GRANTEE.

10. Unless waived in writing by GRANTOR, a fifty-foot (50') radius, clear of any obstructions, shall be maintained around all electric transmission structures. No excavation or culverts within 30 inches of the base of any transmission structure or support structure will be allowed. No excavations elsewhere within the Easement Area shall be allowed without the prior written consent of GRANTOR. Improvements must not block access to poles, support structures, manholes, valves, or other utility facilities.
11. GRANTOR may, in its sole discretion, at the request of GRANTEE, their successors or assigns, relocate utility facilities within the Easement Area at the sole cost and expenses paid by the GRANTEE.
12. Subject to any and all rights, permits, easements and restrictions of record, if any.

All rights not specifically and exclusively granted to the GRANTEE are reserved to the GRANTOR, including but not limited to:

1. The right of access to the Easement Area, including a continuing right of physical entry to the Easement Area for inspection, monitoring, or any other purpose consistent with any right of obligation of the GRANTOR under any law or regulation.
2. The right to use or authorize others to use any portion of the Easement Area for non-transportation purposes, provided that such use does not interfere with the GRANTEE's use of the Easement Area as authorized hereunder.
3. The right to install, maintain, operate, enlarge, and extend utility facilities over, under, through and along said Easement Area without the payment of any fees (including, but not limited to permit inspection fees) or any charges to GRANTEE.

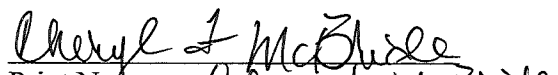
GRANTOR hereby warrants and covenants (a) that GRANTOR is the owner of the fee simple title to the premises in which the described Easement Area is located, and (b) that GRANTOR has full right and lawful authority to grant and convey this Easement to GRANTEE.

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

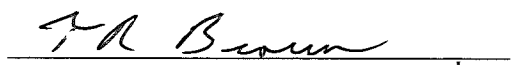
IN WITNESS WHEREOF, the GRANTOR and GRANTEE have caused this instrument to be executed on the day and year first above written.

Signed, sealed and delivered in the presence of these witnesses:

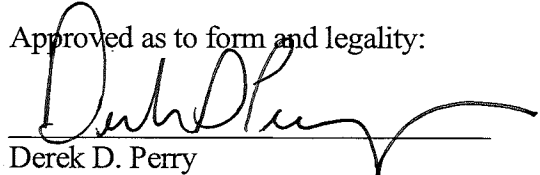
**THE CITY OF GAINESVILLE d/b/a
GAINESVILLE REGIONAL UTILITIES**


Print Name: Cheryl McBride
Address: 301 SE 4th Ave
Gainesville, FL 32601

By: 
Edward J. Bielarski, Jr., CEO


Print Name: THOMAS BROWN
Address: 301 SE 4th Ave.
GAINESVILLE, FL 32601

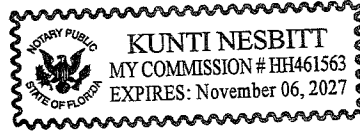
Approved as to form and legality:


Derek D. Perry
Utilities Attorney

STATE OF FLORIDA
COUNTY OF ALACHUA

I, KUNTI NESBITT, a Notary Public, do hereby certify the foregoing instrument was acknowledged before me by means of physical presence this 27th day of August, 2025, by Edward J. Bielariski, Jr., CEO of THE CITY OF GAINESVILLE d/b/a GAINESVILLE REGIONAL UTILITIES, who is personally known to me and duly sworn, acknowledged that as such officer, and pursuant to authority from said corporation, he executed the foregoing instrument all for and on behalf of said corporation, as its act and deed, and for the uses and purposes set forth and contained in said instrument.

K. Nesbitt
Notary Public, State of Florida
Commission No. and Expiration: Nov. 6, 2027



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, ON THE DAY AND YEAR FIRST ABOVE- WRITTEN.

*Signed, sealed and delivered
in the presence of:*

ALACHUA COUNTY, FLORIDA

(SEAL)

By: _____
Charles Chestnut, IV, Chair
Board of County Commissioners

ATTEST:

J. K. "Jess" Irby
Clerk of the Circuit Court

APPROVED AS TO FORM

County Attorney

EXHIBIT "A"

LEGAL DESCRIPTION OF PERPETUAL TRANSPORTATION EASEMENT OVER A PORTION
PARCEL 26:

A TRANSPORTATION AND DRAINAGE EASEMENT LOCATED IN PARCEL 26 PER
OFFICIAL RECORDS BOOK 890, PAGE 24 OF THE PUBLIC RECORDS OF ALACHUA
COUNTY, FLORIDA LYING IN SECTION 02, TOWNSHIP 10 SOUTH, RANGE 18 EAST
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SECTION 02 AND RUN $S00^{\circ}49'37''E$ ALONG
THE EAST LINE OF SAID SECTION 2, 2.80 FEET TO A POINT ON THE NORTH RIGHT-OF-
WAY LINE OF SR26(W. NEWBERRY RD)(A 100' RIGHT-OF-WAY); THENCE ON A CURVE
TO THE LEFT, COINCIDENT WITH THE SAID NORTH RIGHT-OF-WAY OF SR26, HAVING A
RADIUS OF 2919.79 FEET, AN ARC LENGTH OF 47.24 FEET, AND A CHORD BEARING
AND DISTANCE OF $S77^{\circ}33'12''W$, 47.24 FEET; THENCE $N38^{\circ}36'31''E$, 9.51 FEET; THENCE
 $N03^{\circ}51'00''W$, 4.97 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 2; THENCE
 $N89^{\circ}10'23''E$ COINCIDENT WITH SAID NORTH LINE, 40.49 FEET TO THE POINT OF
BEGINNING.

CONTAINING 294.94 SQUARE FEET OF LAND, MORE OR LESS.

EXHIBIT "A" CONTINUED

LEGAL DESCRIPTION OF PERPETUAL TRANSPORTATION EASEMENT OVER A PORTION OF PARCEL 27:

A TRANSPORTATION AND DRAINAGE EASEMENT LOCATED IN PARCEL 27 PER OFFICIAL RECORDS BOOK 890, PAGE 71 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA LYING IN SECTION 35, TOWNSHIP 9 SOUTH, RANGE 18 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SAID SOUTHEAST CORNER OF SECTION 35 AND RUN S89°10'23" W COINCIDENT WITH THE SOUTH LINE OF SAID SECTION 35, A DISTANCE OF 40.49 FEET; THENCE N03°51'00"W, 192.74 FEET; THENCE N00°49'37"W 639.63 FEET; THENCE N00°16'20"E, 185.01 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 814.60 FEET, AN ARC LENGTH OF 110.55 FEET, AND A CHORD BEARING AND DISTANCE OF N04°09'36"E, 110.47 FEET; THENCE N08°02'53"E, 58.08 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 950.60 FEET, AN ARC LENGTH OF 133.08 FEET, AND A CHORD BEARING AND DISTANCE OF N04°02'15"E, 132.97 FEET TO THE SOUTH LINE OF PARCEL 28; THENCE N89°10'23"E COINCIDENT WITH SAID SOUTH LINE OF PARCEL 28, 17.27 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 35; THENCE S 00°49'37" E COINCIDENT WITH SAID EAST LINE OF SECTION 35, A DISTANCE OF 1317.0' TO THE POINT OF BEGINNING.

CONTAINING 1.37 ACRES OF LAND, MORE OR LESS.

EXHIBIT "A" CONTINUED

LEGAL DESCRIPTION OF PERPETUAL TRANSPORTION EASEMENT OVER A PORTION OF PARCEL 28:

A TRANSPORTATION AND DRAINAGE EASEMENT OVER THE EAST 20 FEET OF PARCEL 28 PER OFFICIAL RECORDS BOOK 885, PAGE 542 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA LYING IN OF SECTION 35, TOWNSHIP 9 SOUTH, RANGE 18 EAST BEING MORE PARTICULARY DESCRIBED AS FOLLOWS:

PARCEL 28:

THE EAST 400 FEET OF THE NORTH 300 FEET OF THE SOUTH 1617 FEET OF SECTION 35, TOWNSHIP 9 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA.

ALSO: THE WEST 40 FEET OF THE EAST 440 FEET OF THE NORTH 300 FEET OF THE SOUTH 1617 FEET OF SECTION 35, TOWNSHIP 9 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA.

CONTAINING 0.14 ACRES OF LAND, MORE OR LESS.

EXHIBIT "A" CONTINUED

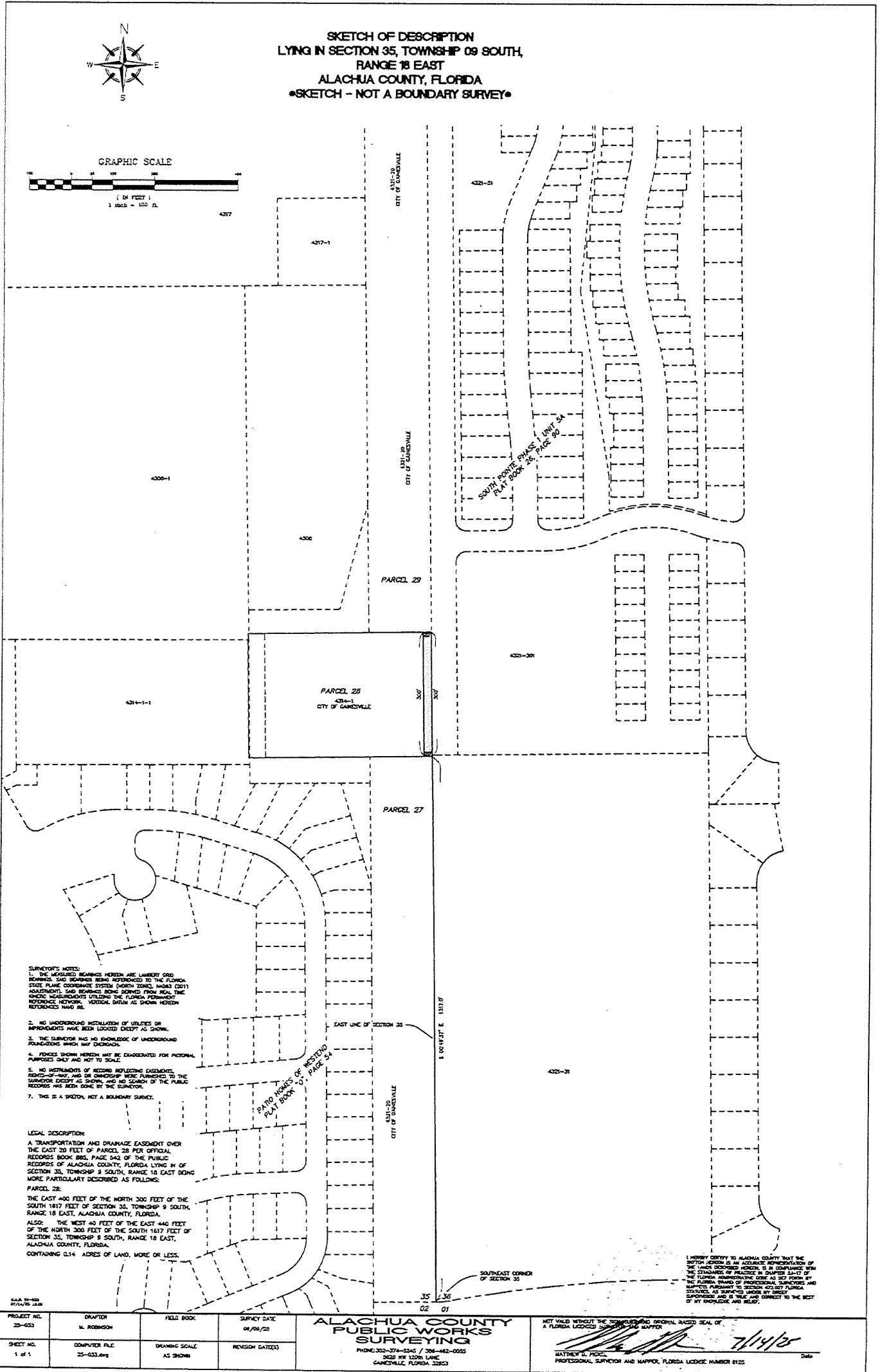


EXHIBIT "A" CONTINUED

LEGAL DESCRIPTION OF PERPETUAL TRANSPORTION EASEMENT OVER A PORTION OF PARCEL 29:

A TRANSPORTATION AND DRAINAGE EASEMENT OVER THE EAST 20 FEET OF PARCEL 29 PER OFFICIAL RECORDS BOOK 886, PAGE 781 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA LYING IN SECTION 35, TOWNSHIP 9 SOUTH, RANGE 18 EAST BEING MORE PARTICULARY DESCRIBED AS FOLLOWS:

PARCEL 29:

THE EAST 150 FEET OF THE NORTH 841.5 FEET OF THE SOUTH 2458.5 FEET OF SECTION 35, TOWNSHIP 9 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA. ALSO: COMMENCE AT A POINT ON THE NORTH LINE OF THE SOUTH 1677 FEET OF SECTION 35-T9S-R18E WHICH IS 220 FEET WEST OF THE EAST LINE OF SAID SECTION AS THE POINT OF BEGINNING, THENCE RUN EAST 70 FEET, THENCE RUN NORTH 250 FEET PARALLEL TO THE EAST LINE OF SAID SECTION, THENCE RUN SOUTHWESTERLY 259.62 FEET MORE OR LESS TO THE POINT OF BEGINNING. BEING AND LYING IN THE SOUTHEAST QUARTER OF SECTION 35-T9S-R18E, ALACHUA COUNTY, FLORIDA.

CONTAINING 0.386 ACRES OF LAND, MORE OR LESS.

EXHIBIT "A" CONTINUED

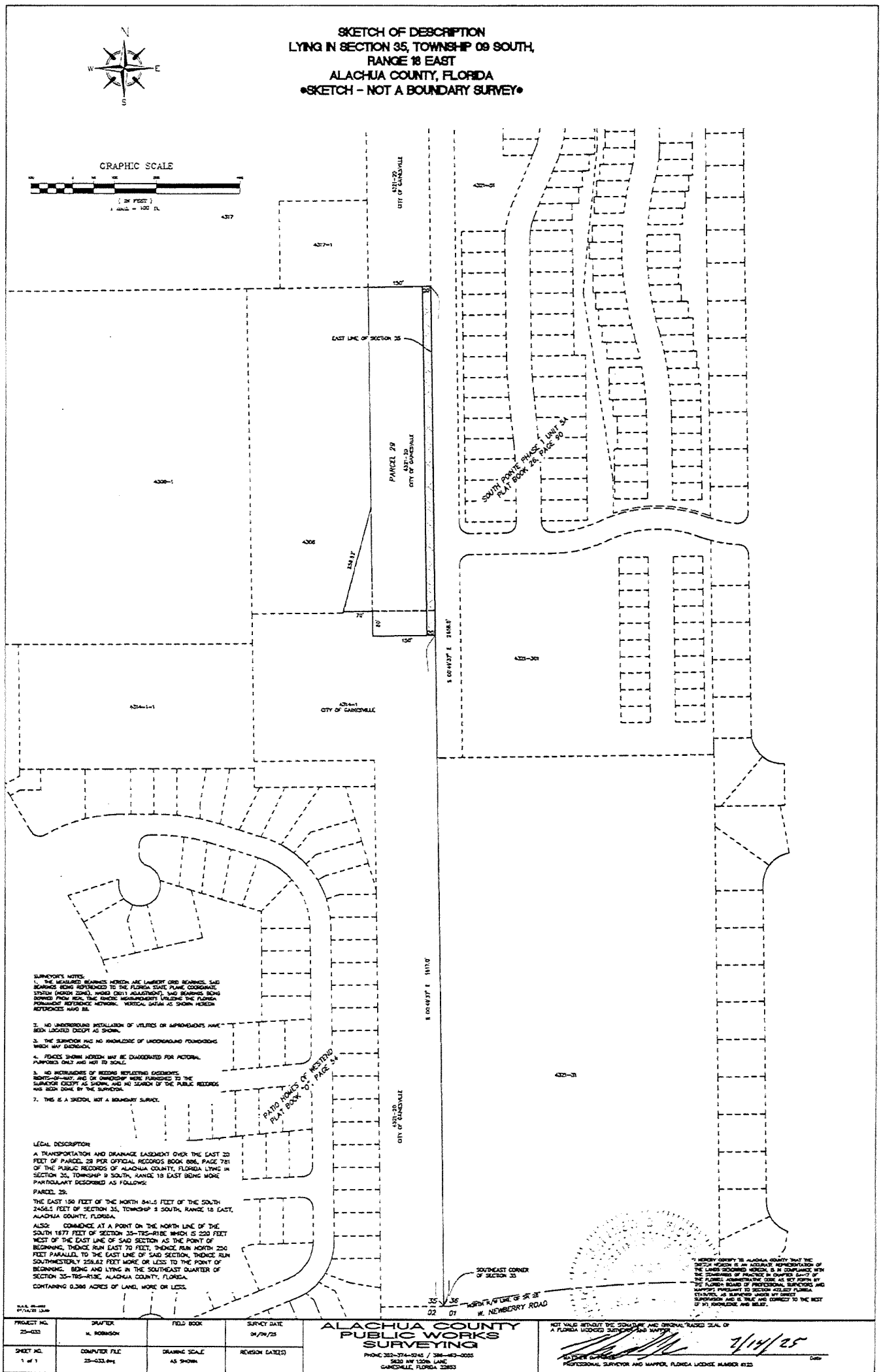


EXHIBIT "A" CONTINUED

LEGAL DESCRIPTION OF PERPETUAL TRANSPORTION EASEMENT OVER A PORTION OF PARCEL 30:

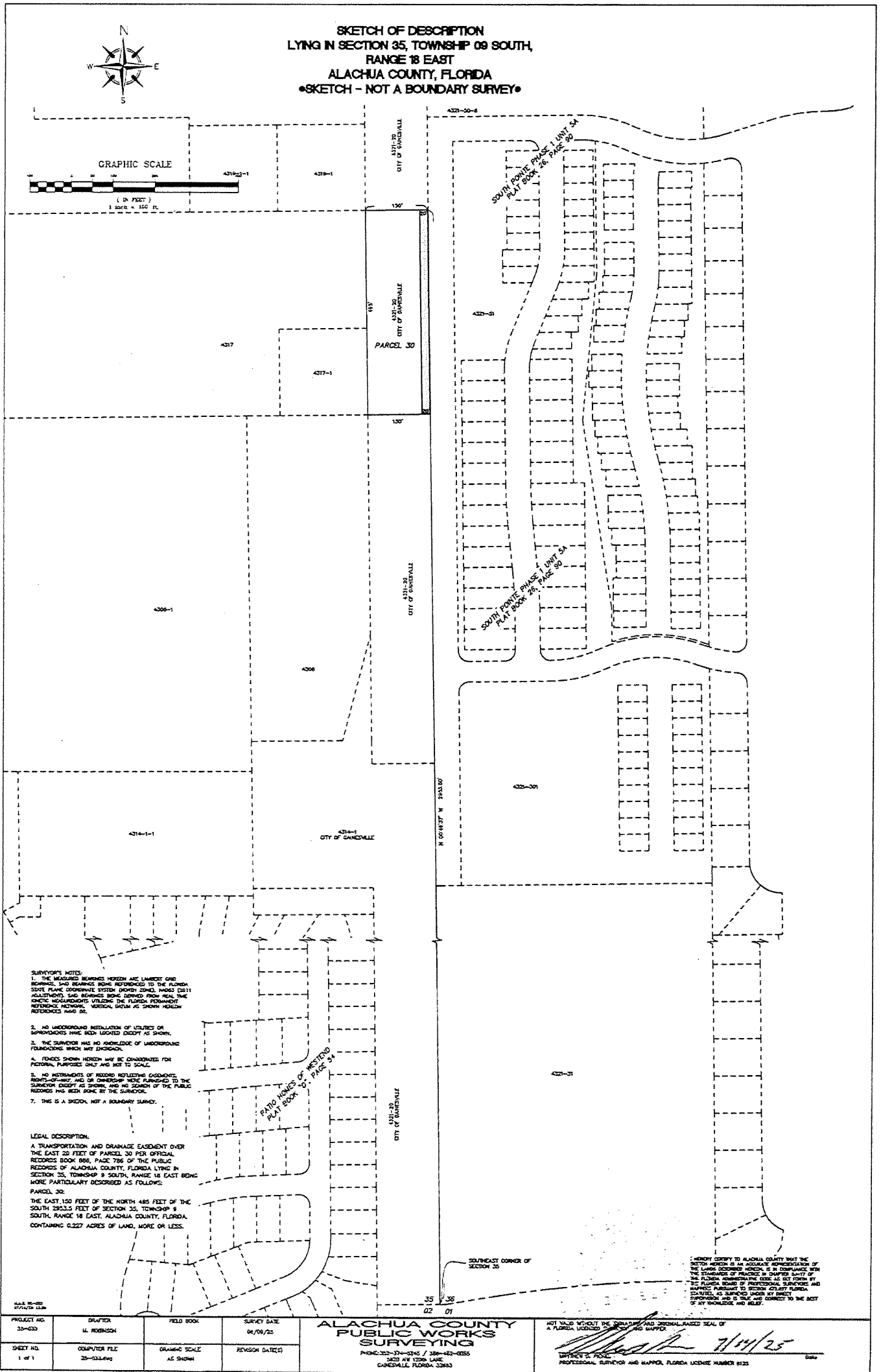
A TRANSPORTATION AND DRAINAGE EASEMENT OVER THE EAST 20 FEET OF PARCEL 30 PER OFFICIAL RECORDS BOOK 886, PAGE 786 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA LYING IN SECTION 35, TOWNSHIP 9 SOUTH, RANGE 18 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 30:

THE EAST 150 FEET OF THE NORTH 495 FEET OF THE SOUTH 2953.5 FEET OF SECTION 35, TOWNSHIP 9 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA.

CONTAINING 0.227 ACRES OF LAND, MORE OR LESS.

EXHIBIT "A" CONTINUED



SURVEYOR'S NOTES:

1. THE MEASURED BEARINGS HEREON ARE LAURENT GRID BEARINGS, SAID BEARINGS BEING REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM (NAD83 ZONE 18A) WITH ADJUSTMENTS, SAID BEARINGS BEING DERIVED FROM REAL-TIME KINEMATIC MEASUREMENTS UTILIZING THE FLORIDA PRIMARY REFERENCE NETWORK, MODERN DATUM AS SHOWN HEREON REFERENCED TO NAD83.
2. NO UNDERGROUND INSTALLATION OF UTILITIES OR SUPERSTROUTS HAVE BEEN LOCATED EXCEPT AS SHOWN.
3. THE SURVEYOR HAS NO KNOWLEDGE OF UNDERGROUND FOUNDATIONS WHICH MAY EXIST HEREON.
4. EASEMENTS SHOWN HEREON MAY BE SUBORDINATE TO FEDERAL PURPOSES ONLY AND NOT TO SCALE.
5. NO RESTRICTIONS OF RECORDS REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FOUND TO THE SURVEYOR EXCEPT AS SHOWN AND NO SEARCH OF THE PUBLIC RECORDS HAS BEEN DONE BY THE SURVEYOR.
7. THIS IS A SKETCH, NOT A BOUNDARY SURVEY.

LEGAL DESCRIPTION:
 A TRANSPORTATION AND DRAINAGE EASEMENT OVER THE EAST 20 FEET OF PARCEL 30 PER OFFICIAL RECORDS BOOK 886, PAGE 786 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA LYING IN SECTION 35, TOWNSHIP 9 SOUTH, RANGE 18 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
PARCEL 30:
 THE EAST 150 FEET OF THE NORTH 485 FEET OF THE SOUTH 285.5 FEET OF SECTION 35, TOWNSHIP 9 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, CONTAINING 0.227 ACRES OF LAND, MORE OR LESS.

I HEREBY CERTIFY TO ALACHUA COUNTY THAT THE SKETCH HEREON IS AN ACCURATE REPRESENTATION OF THE LANDS DESCRIBED HEREON, IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE IN CHAPTER 6107 OF THE FLORIDA STATUTES, AS SUPPLEMENTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPING ENGINEERS, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

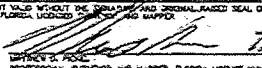
| | | | | | |
|-----------------------|-------------------------------|---------------------------|-------------------------|---|--|
| PROJECT NO. 35-033 | DRAWN BY M. ROBINSON | FIELD BOOK | SURVEY DATE 04/04/25 | ALACHUA COUNTY PUBLIC WORKS SURVEYING PHONE: 352-374-1114 / 352-442-0555 5420 NW 129th AVE GAINESVILLE, FLORIDA 32643 | NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEALED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPING ENGINEER.  DATE: 7/14/25 PROFESSIONAL SURVEYOR AND MAPPING ENGINEER, FLORIDA LICENSE NUMBER 8125 |
| SHEET NO. 1 of 1 | COMPUTER FILE 35-033.4.dwg | GRAPHIC SCALE AS SHOWN | REVISION DATE(S) | | |

EXHIBIT "A" CONTINUED

LEGAL DESCRIPTION OF PERPETUAL TRANSPORTION EASEMENT OVER A PORTION OF PARCEL 31:

A TRANSPORTATION AND DRAINAGE EASEMENT OVER THE EAST 20 FEET OF PARCEL 31 PER OFFICIAL RECORDS BOOK 886, PAGE 788 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA LYING IN SECTION 35, TOWNSHIP 9 SOUTH, RANGE 18 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 31:

THE EAST 150 FEET OF THE NORTH 495 FEET OF THE SOUTH 3448.5 FEET OF SECTION 35, TOWNSHIP 9 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA.

CONTAINING 0.227 ACRES OF LAND, MORE OR LESS.

