

RESOLUTION 19-

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, AUTHORIZING THE ACCEPTANCE OF TWO DRAINAGE EASEMENTS LOCATED AT TAX PARCEL NUMBER 06664-018-001 AND TAX PARCEL NUMBER 06664-018-002; AUTHORIZING THE EXECUTION OF DOCUMENTS TO EFFECTUATE THE ACQUISITION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owners of the affected properties have agreed to donate perpetual, non-exclusive Drainage Easements to the County in order to complete the upgrades to the storm water facilities; and

WHEREAS, Alachua County has determined the need to improve and upgrade the storm water facilities along Southwest 8th Avenue; and

WHEREAS, the Board of County Commissioners of Alachua County ("Board") finds certain Drainage Easements are necessary in order to complete the upgrades to the storm water facilities; and

WHEREAS, the Board also finds that accepting the conveyance of the Drainage Easements from the Property Owners is in the public interest because said Drainage Easements are necessary for the County to accept, operate and maintain the drainage enhancements, which will be incorporated into the County's existing storm water drainage system for that area.

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

1. The Board hereby accepts the conveyance of the Drainage Easements attached hereto as **Exhibit A**.

2. The Chairman and the Clerk of the Board are authorized to execute the Drainage 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. This resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this _____ day of _____, A.D.,
2019.

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

By: _____
Charles S. Chestnut, IV, Chair

ATTEST:

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

APPROVED AS TO FORM

Alachua County Attorney's Office

This instrument prepared by:
Charles Brecken, P.S.M.
Public Works Department
5620 NW 120 Lane
Gainesville, FL 32653

Exhibit A

Tax Parcel No. 06664-018-002
ALACHUA COUNTY, FLORIDA

DRAINAGE EASEMENT

THIS EASEMENT, made this _____ day of _____, 2019, by **SPIRO E. STEFANOU and CANDICE R. STEFANOU** whose mailing address is 811 SW 93rd Street, Gainesville, Florida 32607 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, 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 drainage easement in, over, under, upon and across the following described property ("Property") in said Alachua County, Florida, to wit:

THE NORTH 10 FEET OF THE EAST 55 FEET OF LOT TWO OF FORT CLARKE RETREAT, A SUBDIVISION AS PER PLAT THEREOF, RECORDED IN PLAT BOOK I, PAGE 4 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

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 is solely for the purpose of constructing and maintaining a conveyance system for storm water runoff from public Rights-of-Way and contiguous contributory areas, and 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 conveyance system shall be constructed within the property described above. 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 Grantee shall be responsible for operation and maintenance of the drainage structures.
2. The Grantor covenants not to interfere with the Grantee's activities within the Property, 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 within said Property by the Grantor or the

Grantor's agent or employees.

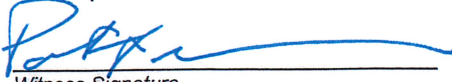
3. The Grantors or their successors or assigns shall have the right, at any time, to convey the fee simple title to their property, subject to this easement and any other easements heretofore and hereinafter granted.
4. The Grantors will not be responsible to the County, its agents, servants, employees, representatives, or guest, or to any person claiming through the County for injury, loss, or damage, whether to person, including death arising there from, or to the property suffered by the County or any such person upon said lands, except as set forth in Paragraph 2 above.
5. Grantee shall restore the above described property, as nearly as possible, to its original condition.

LIABILITY. Grantee, as a political subdivision of the State of Florida, agrees to be responsible, within the limits of and in accordance with §768.28, Florida Statutes, for its negligence acts or omissions, which arise out of the Grantee's use of this easement. This easement shall not be construed as a waiver of the County'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 County could be liable under the common law interpreting the limited waiver of sovereign immunity. Any claims against the County must comply with the procedures found in §786.28, Florida Statutes.

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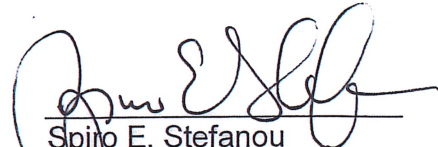
IN WITNESS WHEREOF, the said Grantor has hereunto set their hand and seal on the day and year first above-written.

Signed, sealed and delivered
in the presence of:

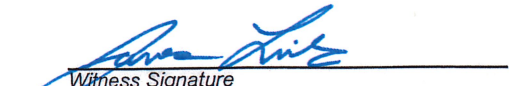


Witness Signature
Patricia A Green

Print name



Spiro E. Stefanou

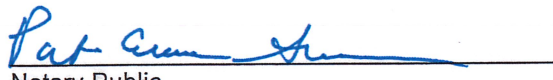


Witness Signature
James Link

Print name

STATE OF FLORIDA
COUNTY OF ALACHUA

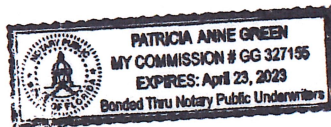
The foregoing instrument was acknowledged before me this 26th day of August, 2019, by Spiro E. Stefanou, who is ☐ personally known to me, or who has ☒ produced DRIVERS LICENSE as identification.



Notary Public
Patricia Anne Green

Print Name
Commission No: _____
My Commission Expires: _____

(Notary Seal)



IN WITNESS WHEREOF, the said Grantor has hereunto set their hand and seal on the day and year first above-written.

Signed, sealed and delivered
in the presence of:

Patricia A Green
Witness Signature
Patricia A Green
Print name

Candice R. Stefanou
Candice R. Stefanou

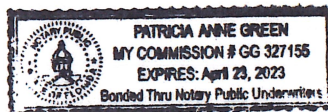
James Link
Witness Signature
James Link
Print name

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 26th day of August, 2019, by Candice R. Stefanou, who is ☐ personally known to me, or who has ☒ produced Drivers License as identification.

Patricia A Green
Notary Public
Patricia A Green
Print Name
Commission No: _____
My Commission Expires: _____

(Notary Seal)



At a meeting on the _____ day of _____
2019, the Board of County Commissioners authorized the
acceptance of this instrument of conveyance and authorized the
Chair to execute this acceptance.

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

Executed on this _____ day of _____,
2019,

ATTEST:

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

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY'S OFFICE

This instrument prepared by:
Charles Brecken, P.S.M.
Public Works Department
5620 NW 120 Lane
Gainesville, FL 32653

Tax Parcel No. 06664-018-001
ALACHUA COUNTY, FLORIDA

DRAINAGE EASEMENT

THIS EASEMENT, made this _____ day of _____, 2019, by **CYNTHIA F. EVANS AS TRUSTEE OF THE CYNTHIA F. EVANS REVOCABLE TRUST**, whose mailing address is 4609 SW 83rd Drive, Gainesville, Florida 32608 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, 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 drainage easement in, over, under, upon and across the following described property ("Property") in said Alachua County, Florida, to wit:

THE NORTH 30 FEET OF THE WEST 105 FEET OF LOT ONE OF FORT CLARKE RETREAT, A SUBDIVISION AS PER PLAT THEREOF, RECORDED IN PLAT BOOK I, PAGE 4 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

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 is solely for the purpose of discharging storm water runoff from public Rights-of-Way and contiguous contributory areas, and 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 Grantee shall be responsible for operation and maintenance of the drainage structures.
2. The Grantor covenants not to interfere with the Grantee's activities within the Property, 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 within said Property by the Grantor or the Grantor's agent or employees.

3. The Grantors or their 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. The Grantors will not be responsible to the County, its agents, servants, employees, representatives, or guest, or to any person claiming through the County for injury, loss, or damage, whether to person, including death arising there from, or to the property suffered by the County or any such person upon said lands, except as set forth in Paragraph 2 above.

LIABILITY. Grantee, as a political subdivision of the State of Florida, agrees to be responsible, within the limits of and in accordance with §768.28, Florida Statutes, for its negligence acts or omissions, which arise out of the Grantee's use of this easement. This easement shall not be construed as a waiver of the County'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 County could be liable under the common law interpreting the limited waiver of sovereign immunity. Any claims against the County must comply with the procedures found in §786.28, Florida Statutes.

THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK

IN WITNESS WHEREOF, the said Grantor has hereunto set their hand and seal on the day and year first above-written.

Signed, sealed and delivered
in the presence of:

Pat. A Green
Witness Signature

PATRICIA A GREEN

Print name

James Link
Witness Signature

James Link

Print name

The Cynthia F. Evans Revocable Trust

By: Cynthia F. Evans
Cynthia F. Evans, Trustee

STATE OF FLORIDA
COUNTY OF ALACHUA

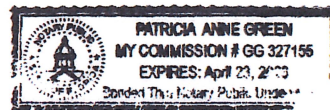
The foregoing instrument was acknowledged before me this 5th day of SEPTEMBER, 2019, by Cynthia F. Evans, Trustee of Cynthia F. Evans Revocable Trust, who executed this instrument on behalf of the Cynthia F. Evans Revocable Trust, who is ☐ personally known to me, or who has ☒ produced DRIVERS LICENSE as identification.

Patricia Anne Green
Notary Public

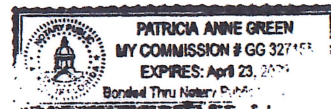
Patricia Anne Green
Print Name

Commission No: 66327155

My Commission Expires: APRIL 23, 2023



(Notary Seal)



At a meeting on the _____ day of _____, 2019, the Board of County Commissioners authorized the acceptance of this instrument of conveyance and authorized the Chair to execute this acceptance.

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

Executed on this _____ day of _____, 2019,

ATTEST:

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

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY'S OFFICE