

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

Portion of Tax Parcel
No's: 06340-002-001

ALACHUA COUNTY, FLORIDA

DRAINAGE EASEMENT

THIS EASEMENT, made this _____ day of _____, 2019, by **LAFAYETTE PROPERTIES OF ALACHUA, LLC**, a Florida limited liability company, whose mailing address is 3501 S. Main Street, Gainesville, FL 32601, 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 in said Alachua County, Florida, 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" 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 is solely for the purpose of access and maintenance of an existing stormwater drainage pipe, 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 following additional terms are set forth:

1. Grantee at Grantee's cost and expense, shall be responsible for all future maintenance of the pipe and the asphalt in the Easement Area.
2. Grantee will be responsible for damage to areas and structures outside of the Easement Area caused by Grantee's exercising the rights of Grantee under this Easement but not for damages to Grantor's use of Grantor's property or the use of such property by Grantor's tenants unless such damage is outside the Easement

Area or that interferes with Grantor or Grantor's Tenants use of the areas of Grantor's property outside of the Easement Area.

3. Grantor shall be responsible for mowing of the Property.
4. 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.
5. 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.
6. 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 from any cause whatever.

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:



Witness Signature
JAMES D. SALTER

Print Name



Witness Signature
Dorene Erickson

Print Name


Lafayette Properties of Alachua, LLC

By: 

Frederick L. Henderson, Manager

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 23rd day of April, 2019, by Frederick L. Henderson, Manager of Lafayette Properties of Alachua, LLC, a Florida limited liability company, who executed this instrument on behalf of the company, and who is ☒ personally known to me, or who has ☐ produced _____ as identification.



Notary Public
JAMES D. SALTER
Print Name
Commission No: _____
My Commission Expires: _____



JAMES D SALTER
Commission # GG 207760
Expires May 30, 2022
Bonded Trm. Budget Notary Services

(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

JAMES D. SALTER

Dorene Erickson

JAMES D. SALTER
Commission # GG 207760
Expires May 30, 2023
Notary Public for the State of California



JAMES D. SALTER

[Handwritten signature]

LEGAL DESCRIPTION

Exhibit "A"



DATE: March 4, 2019
CLIENT: ALAN FOGG
PROJECT NAME: ARBY'S NEWBERRY ROAD
PROJECT NO: 18-0330
DESCRIPTION FOR: DRAINAGE EASEMENT

A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3719 AT PAGE, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

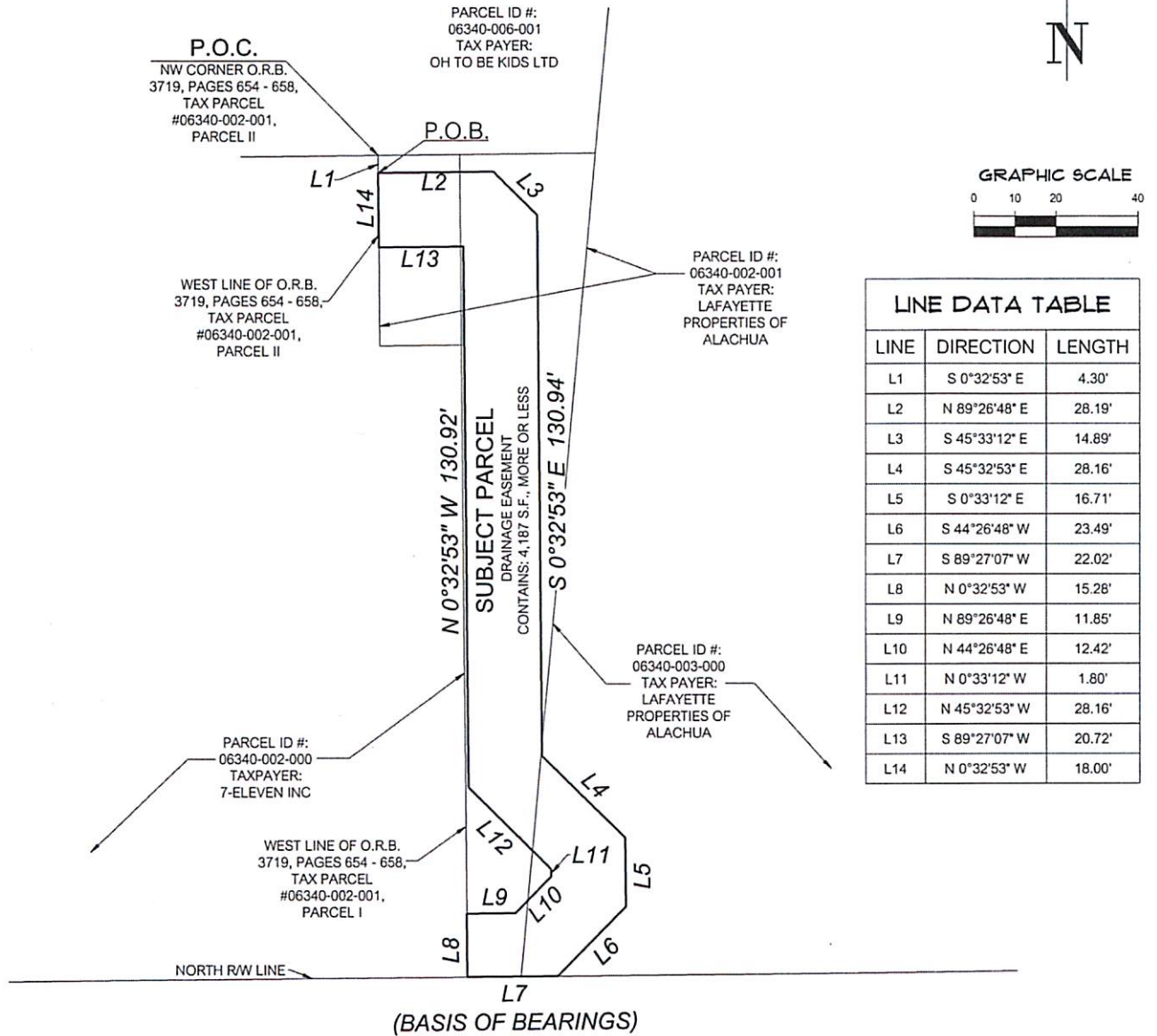
COMMENCE AT THE NORTHWEST CORNER OF TAX PARCEL 06340-002-001, PARCEL II, OF SAID LANDS, THENCE RUN SOUTH 0°32'53" EAST, ALONG THE WEST LINE OF SAID PARCEL II, A DISTANCE OF 4.30 FEET TO THE **POINT OF BEGINNING**; THENCE DEPARTING SAID WEST LINE, NORTH 89°26'48" EAST, A DISTANCE OF 28.19 FEET; THENCE SOUTH 45°33'12" EAST, A DISTANCE OF 14.89 FEET; THENCE SOUTH 0°32'53" EAST, A DISTANCE OF 130.94 FEET; THENCE SOUTH 45°32'53" EAST, A DISTANCE OF 28.16 FEET; THENCE SOUTH 0°33'12" EAST, A DISTANCE OF 16.71 FEET; THENCE SOUTH 44°26'48" WEST, A DISTANCE OF 23.49 FEET TO THE NORTH RIGHT OF WAY LINE OF STATE ROAD NO. 26 (NEWBERRY ROAD, HAVING A RIGHT OF WAY WIDTH OF 100 FEET); THENCE SOUTH 89°27'07" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 22.02 FEET TO THE SOUTHWEST CORNER OF TAX PARCEL 06340-002-001, PARCEL I OF AFORMENTIONED LANDS IN OFFICIAL RECORDS BOOK 3719 AT PAGE 654; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE AND ALONG THE WEST LINE OF SAID PARCEL I, NORTH 0°32'53" WEST, A DISTANCE OF 15.28 FEET; THENCE DEPARTING SAID WEST LINE, NORTH 89°26'48" EAST, A DISTANCE OF 11.85 FEET; THENCE NORTH 44°26'48" EAST, A DISTANCE OF 12.42 FEET; THENCE NORTH 0°33'12" WEST, A DISTANCE OF 1.80 FEET; THENCE NORTH 45°32'53" WEST, A DISTANCE OF 28.16 FEET; THENCE NORTH 0°32'53" WEST, A DISTANCE OF 130.92 FEET; THENCE SOUTH 89°27'07" WEST, A DISTANCE OF 20.72 FEET TO THE WEST LINE OF SAID PARCEL II; THENCE NORTH 0°32'48" WEST, ALONG SAID WEST LINE OF PARCEL II, A DISTANCE OF 18.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINS: 4,187 SQUARE FEET, MORE OR LESS

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SITUATED IN SECTION 33, TOWNSHIP 9 SOUTH, RANGE 19 EAST,
CITY OF GAINESVILLE, ALACHUA COUNTY, FLORIDA

SKETCH - NOT A BOUNDARY SURVEY



STATE ROAD NO. 26
WEST NEWBERRY ROAD
(100' RIGHT OF WAY)

LEGEND:

O.R.B. = OFFICIAL RECORDS BOOK
S.F. = SQUARE FEET
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY

SURVEYOR'S NOTES:

1.) BEARINGS SHOWN HEREON ARE BASED ON A VALUE OF S 89°27'07" W FOR THE NORTH RIGHT OF WAY LINE OF STATE ROAD NO. 26

DESCRIPTION:

(SEE ATTACHED)

CERTIFIED TO:

ALAN FOGG

1 OF 1

This map prepared by:

AARON H. HICKMAN

Certificate of Authorization No. L.B. 5075

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Professional Surveyor & Mapper Fla. License No. 6791

DATE: 13/04/2019

TECHNICIAN: KWM

CHECKED BY: MLH/AHH

PROJECT NUMBER: 18-0330

SCALE: 1" = 40'

VERIFY SCALE: BAR IS ONE HALF INCH ON ORIGINAL DRAWING

IF NOT ONE HALF INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

CHW
Professional Consultants

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Alachua, Florida 32615
(352) 331-1976
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est. 1988 **FLORIDA**
CA-5075