

## RESOLUTION 19-

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, AUTHORIZING THE ACQUISITION OF A DRAINAGE EASEMENT LOCATED AT THE 6600 BLOCK OF WEST NEWBERRY ROAD; AUTHORIZING THE EXECUTION OF DOCUMENTS TO EFFECTUATE THE ACQUISITION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Lafayette Properties of Alachua, LLC (“Developer”) filed an application for final development plan approval, with associated site improvements, for the Arby’s Restaurant located at the 6600 block of West Newberry Road (the “Site”); and

**WHEREAS**, the application was approved by the Development Review Committee on December 5, 2018; and

**WHEREAS**, at the time of development plan approval, the County and Developer determined that it is in the best interest of the citizens of Alachua County for Developer to provide certain drainage system enhancements to the existing County owned and maintained drainage system for that area, including the construction and installation of drainage pipe under the Site’s parking lot; and

**WHEREAS**, pursuant to the Site’s development order, said drainage enhancements are to be dedicated to, accepted and maintained by the County after the construction and installation of the drainage enhancements are completed; and

**WHEREAS**, the Developer has offered to grant a perpetual, non-exclusive drainage easement to the County for the purposes of conveying storm water through the drainage pipe to be located under the Site’s parking lot and to provide the County with legal access to maintain said drainage pipe (hereinafter, the “Drainage Easement,” a copy of which is attached hereto as **Exhibit A**); and

**WHEREAS**, the Board of County Commissioner of Alachua County (“Board”) finds

that the construction, installation and operation of the drainage enhancements are in the public interest because they will enhance the County's ability to perform emergency pumping operations at the "Red Lobster" basis; and

**WHEREAS**, the Board also finds that accepting the conveyance of the Drainage Easement from the Developer is in the public interest because said drainage easement is necessary for the County to accept, operate and maintain the drainage enhancements, which will be incorporated into the County's existing 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 Easement attached hereto as **Exhibit A** for the nominal sum of \$1.00, plus other valuable consideration described in the Site's development order.

2. The Chairman and the Clerk of the Board are authorized to execute the Drainage 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.

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

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

ALACHUA COUNTY, FLORIDA

**EXHIBIT A**  
(Drainage Easement)

**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 120<sup>th</sup> 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.

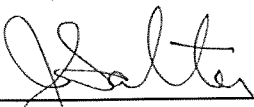
3. Grantor shall be responsible for mowing of the Property.
4. Grantor covenants not to interfere with the Grantee's activities within the Property, and further covenants to indemnify and hold Grantee harmless from any and all damages and injuries, whether to person or property, resulting from interference 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

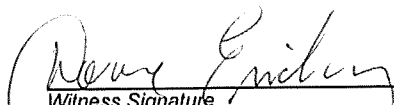
IN WITNESS WHEREOF, the said Grantor has hereunto set their hand and seal on the day and year first above-written.

Signed, sealed and delivered  
in the presence of:

  
\_\_\_\_\_  
Witness Signature

**JAMES D. SALTER**

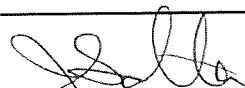
Print Name

  
\_\_\_\_\_  
Witness Signature

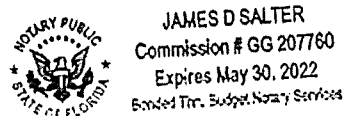
**Dorene Erickson**  
Print Name

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: \_\_\_\_\_



(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  
Commissioner of the  
Explosives May 30, 2022  
Explosives Division, Bureau of Fire Services



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:

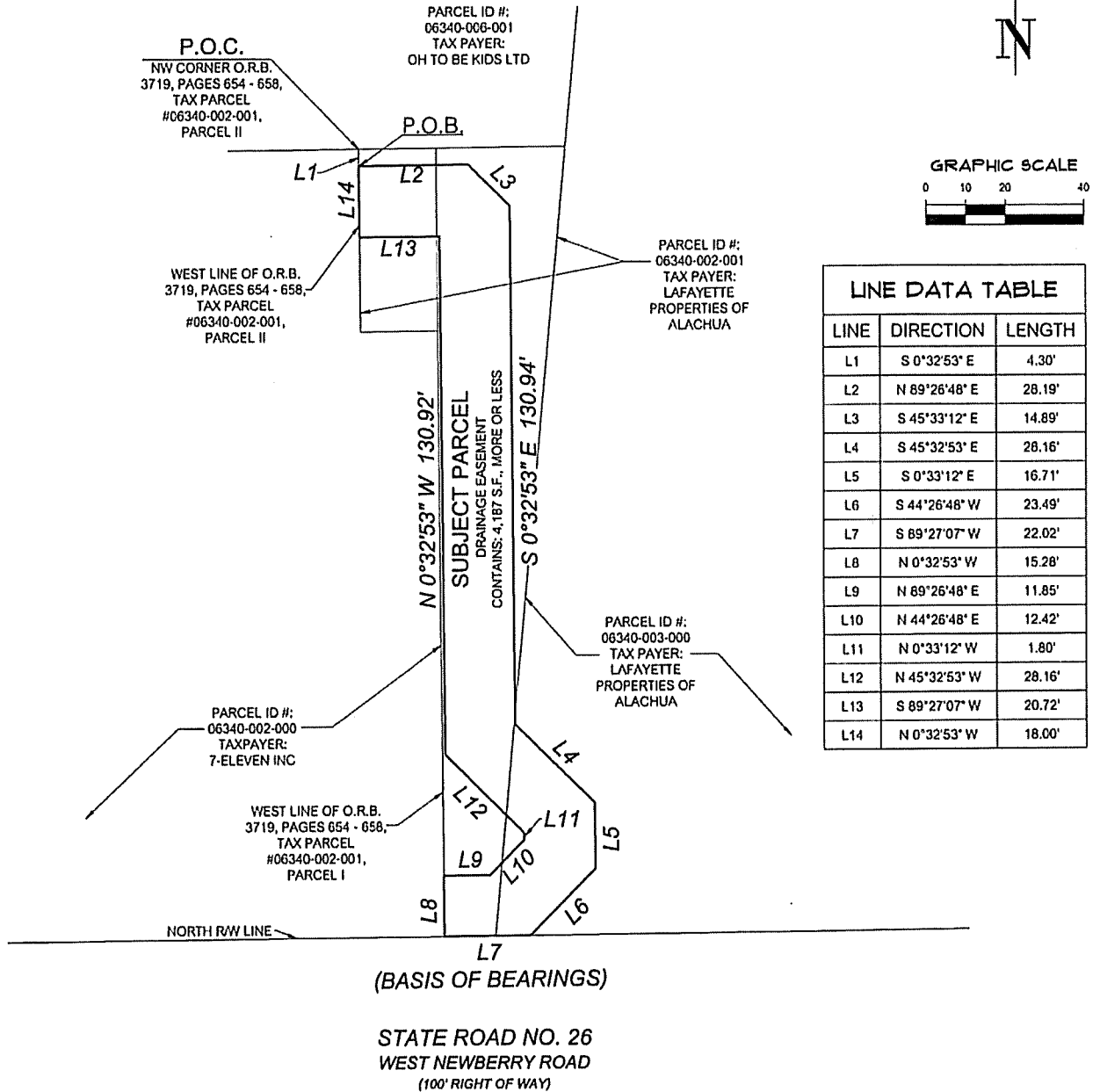
COMMENCE AT THE NORTHWEST CORNER OF TAX PARCEL 06340-002-001, PARCEL II, OF SAID LANDS, THENCE RUN SOUTH 0°32'53" EAST, ALONG THE WEST LINE OF SAID PARCEL II, A DISTANCE OF 4.30 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, NORTH 89°26'48" EAST, A DISTANCE OF 28.19 FEET; THENCE SOUTH 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\***



## LEGEND:

O.R.B. = OFFICIAL RECORDS BOOK  
S.F. = SQUARE FEET  
P.O.C. = POINT OF COMMENCEMENT  
P.O.B. = POINT OF BEGINNING  
RW = 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:  
Certificate of Authorization No. L.B. 5075  
NOT VALID WITHOUT THE SIGNATURE AND  
ORIGINAL RAISED SEAL OF A FLORIDA  
LICENSED SURVEYOR AND MAPPER

AARON H. HICKMAN  
  
Professional Surveyor & Mapper Florida License No. 6791

DATE: 12/04/2019  
TECHNICIAN: KWM  
CHECKED BY: MLH/AJH  
PROJECT NUMBER: 18-0330

SCALE: 1" = 40'  
GRAPHIC SCALE  
BASED ON ONE HALF INCH  
PER ONE HUNDRED FEET  
IF NOT ONE HALF INCH  
ON THIS SHEET, ADJUST  
SCALE ACCORDINGLY.

**CHW**  
Professional Consultants

11801 Research Drive  
Alachua, Florida 32615  
(352) 331-1976  
www.chw-inc.com  
est. 1988 FLORIDA  
CA-5075