

This instrument prepared by:  
Charlie Brecken, PSM  
Public Works Department  
5620 NW 120 Lane  
Gainesville, FL 32653

Portion of Plat Book 36, Pages 58 and 59  
ALACHUA COUNTY, FLORIDA

## **EMERGENCY SERVICE ACCESS EASEMENT**

**THIS EASEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2020, between **TARA GREENS HOMEOWNERS' ASSOCIATION, INC.**, a Florida not for profit corporation, whose mailing address is 7717 NW 20<sup>th</sup> Lane, Gainesville, Florida 32605 (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 120th 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 non-exclusive Emergency Service Access Easement ("Easement") for the purpose of permitting emergency and service vehicles access without responsibility for maintenance over, across and through 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 hereof (the "Easement Area")

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 does not preclude the Grantor, its successors or assigns, from using the above described 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.

1. The Grantor shall continue to be responsible for maintaining the Easement.
2. The Grantor covenants not to interfere with the Grantee's activities within this Easement, 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 in said Easement Area by the Grantor or the Grantor's agents or employees.
3. The Grantor or its 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. Each party shall be solely responsible for the negligent or wrongful acts of their 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 §786.28, Florida Statutes.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed the day and year aforesaid.

Signed, sealed and delivered  
In the presence of:

[Signature]  
Witness  
JESSE T KING

Print Name

[Signature]  
Witness  
Qiang Wang  
Print Name

GRANTOR:

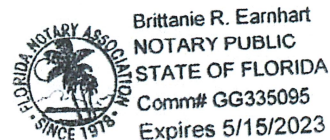
**Tara Greens Homeowners' Association, Inc.**  
a Florida not for profit corporation

BY: [Signature]  
Sayed Moukhtara  
Its: President

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or  
\_\_\_online notarization this 3 day of September, 2020, by **Sayed Moukhtara**,  
as President of **Tara Greens Homeowners' Association, Inc.** who is ☐ personally known to me  
or who have ☒ produced License as identification.

[Signature]  
Notary Public  
Print name Brittanie Earnhart  
Commission No: GG335095  
Commission Expires: 5/15/23



At a meeting on the \_\_\_ day of \_\_\_\_\_, 2020,  
the Board of County Commissioners authorized the  
acceptance of this instrument of conveyance and  
authorized the Chair to execute this acceptance.

Robert Hutchinson, CHAIR  
ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

Executed on this \_\_\_ day of \_\_\_\_\_, 2020,

ATTEST:

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

APPROVED AS TO FORM:

Alachua County Attorney's Office

## Exhibit A



### Legal Description

#### 20 Foot Wide Ingress and Egress Easement

#### Portion of Plat Book 36, Pages 58-59

#### Public Records of Alachua County, Florida

A 20 foot wide strip of land lying in Section 34, Township 9 South, Range 18 East, Alachua County, Florida inside the Arredondo Grant being more particularly described as follows:

BEGINNING at the Southwest corner of Lot 68, as shown on TARA GREENS, according to the plat thereof as recorded in Plat Book 36, Pages 58 through 59 of the Public Records of Alachua County, Florida, said point being on the North right-of-way line of N.W. 9<sup>th</sup> Avenue as shown on said plat and on the arc of a curve concave Southerly whose radius point bears South 02 degrees 14 minutes 23 seconds East; thence Westerly on the arc of said curve having a radius of 160.00 feet, through a central angle of 07 degrees 11 minutes 55 seconds, an arc distance of 20.10 feet to a point of non-tangency, thence North 00 degrees 26 minutes 56 seconds West, a distance of 121.97 feet to a point on the North line of the South 332.5 feet of Section 34 Township 9 South, Range 18 East as shown on said plat; thence North 89 degrees 33 minutes 04 seconds East on said North line, a distance of 20.00 feet to a point on the Northerly projection of the West line of said Lot 68; thence South 00 degrees 26 minutes 56 seconds East on said Northerly projection and said West line, a distance of 120.08 feet to said Southwest corner and the POINT OF BEGINNING.

Said strip of land containing an area of 2,416 square feet more or less.



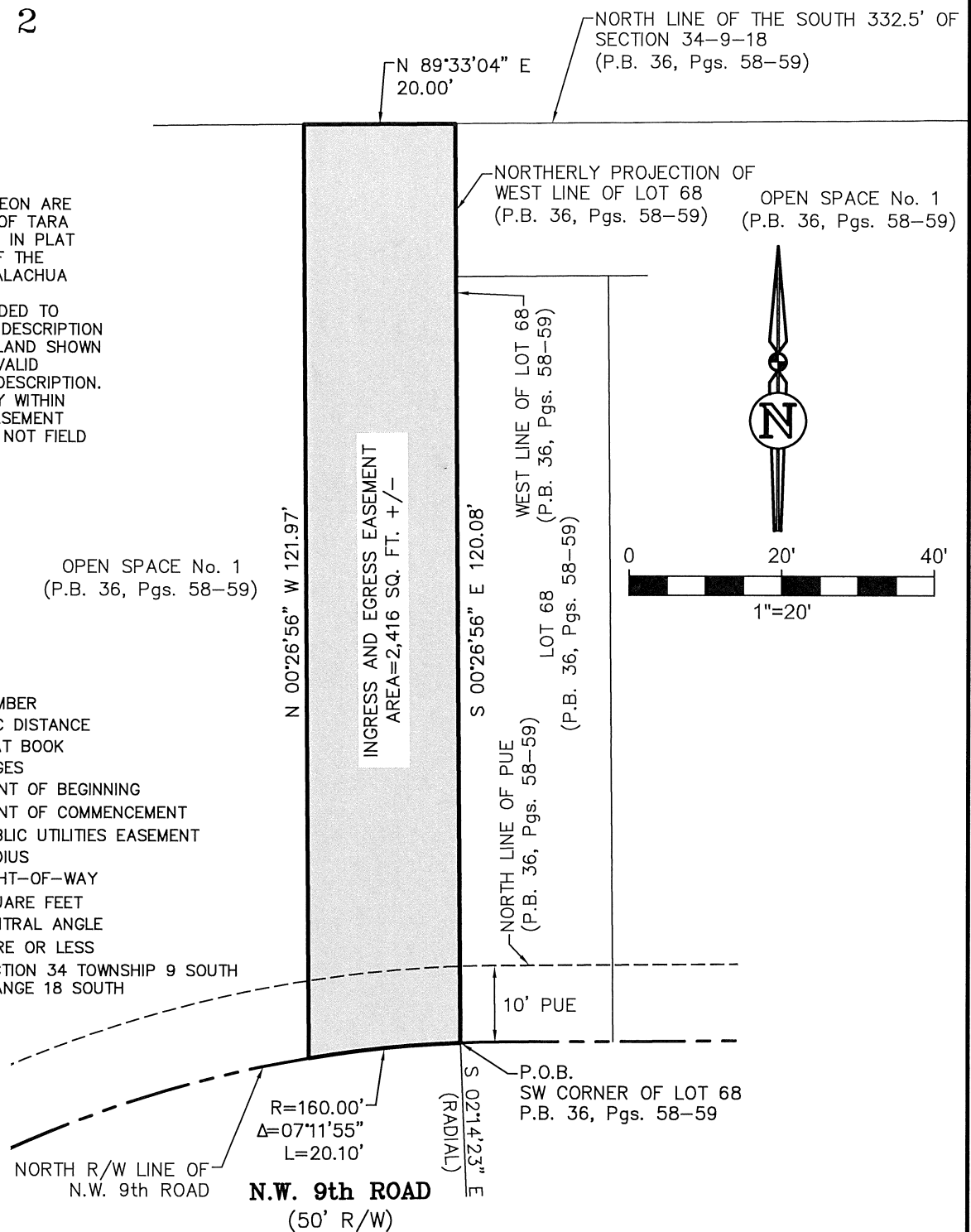
**NOTES:**

1. BEARINGS SHOWN HEREON ARE BASED ON THE PLAT OF TARA GREENS AS RECORDED IN PLAT BOOK 36, PAGE 59 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.
2. THIS SKETCH IS INTENDED TO ACCOMPANY A LEGAL DESCRIPTION FOR THE PARCEL OF LAND SHOWN HEREON AND IS NOT VALID WITHOUT SAID LEGAL DESCRIPTION.
3. IMPROVEMENTS, IF ANY WITHIN THE LIMITS OF THE EASEMENT SHOWN HEREON WERE NOT FIELD LOCATED.

OPEN SPACE No. 1  
(P.B. 36, Pgs. 58-59)

**LEGEND:**

No.	=	NUMBER
L	=	ARC DISTANCE
P.B.	=	PLAT BOOK
Pgs.	=	PAGES
P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
PUE	=	PUBLIC UTILITIES EASEMENT
R	=	RADIUS
R/W	=	RIGHT-OF-WAY
SQ. FT.	=	SQUARE FEET
Δ	=	CENTRAL ANGLE
+/-	=	MORE OR LESS
SECTION 34-9-18	=	SECTION 34 TOWNSHIP 9 SOUTH RANGE 18 SOUTH



### LEGAL DESCRIPTION SKETCH OF

20 FOOT INGRESS AND EGRESS EASEMENT

**FOR:** SAYED MOUKHTARA

THIS SKETCH OF LEGAL DESCRIPTION MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 (2019), FLORIDA STATUTES.

eda consultants, inc.  
Corporate Authorization  
No. LB 2389

BY: ALEJANDRO PEREZ PSM 6839

THIS IS NOT A BOUNDARY SURVEY

DRN.	CHKD.	SURVEY DATE	DWG COMP	PROJ. NO.	F. BK.	PAGE
AP	AP	N/A	09/04/2020	2019-0010 S02	N/A	N/A

eda consultants, inc.

LB 2389

720 S.W. 2nd Ave,  
SOUTH TOWER, Suite 300  
GAINESVILLE, FLORIDA 32601  
TEL. (352) 373-3541

E-MAIL: [mail@edaf.com](mailto:mail@edaf.com)

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