

This Instrument Prepared By:
Ann Mullins, Land Rights Coordinator
Real Estate Division
Gainesville Regional Utilities
P.O. Box 147117, Sta. A130
Gainesville, FL 32614-7117

A portion of GRU Owned R/W North of NW-NE 53 Ave
Section 14 & 15, Township 9 South, Range 20 East
GRU File No. U-RW-2-21

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DRAINAGE EASEMENT

THIS EASEMENT, made this _____ day of _____, 2021, by CITY OF GAINESVILLE, Florida, d/b/a Gainesville Regional Utilities (GRU), a municipal corporation, whose post office address is P.O. Box 147117, Sta. A130, Gainesville, Florida 32614-7117, GRANTOR, to ALACHUA COUNTY, a political subdivision of the State of Florida, whose post office address is 5620 NW 120 Lane, Gainesville, Florida 32653, 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 perpetual easement for the purpose of constructing, operating and maintaining drainage facilities and related appurtenances over, under, upon and through the following described property in Alachua County, Florida, to wit:

AS DESCRIBED IN EXHIBIT "A" ("easement area") ATTACHED HERETO AND MADE A PART HEREOF.

This easement is subject to the following terms and conditions:

1. Grantee by execution, acceptance and recording of this easement hereby agrees that the utilization of this easement area for drainage facilities purposes shall not be inconsistent with the safe and efficient operation and maintenance of the State of Florida Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways.
2. 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. 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.
3. Grantor reserves the right to locate utility facilities over, under, upon, along and through said easement area with the right to maintain, enlarge, and extend the same without the payment of any fees (including, but not limited to permit inspection fees) or charges to Grantee.
4. GRANTEE shall not construct or install any buildings, structures or obstacles within the easement area other than drainage facilities, related appurtenances, and paving of any existing driveways connected to the road right-of-way of NW & NE 53rd Avenue.

5. GRANTEE shall not plant any trees within the easement area and shall be solely responsible for perpetual maintenance, clearing and mowing of easement area. Vegetation shall not exceed four (4) feet in height.
6. Subject to any and all permits, easements and restrictions of record, if any.

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:*

**CITY OF GAINESVILLE, FLORIDA, d/b/a
Gainesville Regional Utilities**, a municipal
corporation

Print Name: _____

Print Name: _____

BY: _____
Edward J. Bielarski, Jr.
General Manager for Utilities

STATE OF FLORIDA
COUNTY OF ALACHUA

I, _____, a Notary Public, do hereby certify the foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2021, by Edward J. Bielarski, Jr., General Manager for Utilities, of the City of Gainesville, Florida, d/b/a Gainesville Regional Utilities, a municipal corporation, 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.

Notary Public, State of Florida
Commission No. and Expiration:

Approved as to Form and Legality

By: _____
Lisa Bennett
Senior Assistant City Attorney
City of Gainesville, Florida

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: _____
_____, Chair
Board of County Commissioners

ATTEST:

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

APPROVED AS TO FORM

County Attorney

EXHIBIT "A"

DESCRIPTION

A TRACT OF LAND LYING AND BEING WITHIN SECTIONS 14 AND 15, TOWNSHIP 9 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 9 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA AND RUN THENCE ALONG THE WEST BOUNDARY THEREOF, NORTH 01°09'07" WEST, A DISTANCE OF 60.01 FEET A POINT OF INTERSECTION WITH A LINE LYING 60.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH BOUNDARY OF SAID SECTION 15 WITH SAID POINT OF INTERSECTION BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE ALONG SAID WEST BOUNDARY, NORTH 01°09'07" WEST, A DISTANCE OF 39.99 FEET A POINT OF INTERSECTION WITH A LINE LYING 100.00 FEET NORTH OF SAID SOUTH BOUNDARY SECTION 15; THENCE DEPARTING SAID WEST BOUNDARY, NORTH 88°37'42" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 2645.25 FEET TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE CONTINUE ALONG SAID PARALLEL LINE, NORTH 88°37'59" EAST, A DISTANCE OF 2646.46 FEET TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF SECTION 14, TOWNSHIP 9 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA AND TO A POINT OF INTERSECTION WITH A LINE LYING 100.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH BOUNDARY OF SAID SECTION 14; THENCE ALONG SAID PARALLEL LINE, NORTH 88°58'23" EAST, A DISTANCE OF 2638.37 TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF THE SOUTHEAST 1/4 OF SAID SECTION 14; THENCE CONTINUE ALONG SAID PARALLEL LINE, NORTH 88°58'08" EAST, A DISTANCE OF 982.93 FEET TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF COUNTY ROAD 225; THENCE DEPARTING SAID PARALLEL LINE, SOUTH 00°06'17" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 40.01 FEET TO A POINT OF INTERSECTION WITH A LINE LYING 60.00 FEET NORTH OF AND PARALLEL WITH THE AFORESAID SOUTH BOUNDARY OF SECTION 14; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, SOUTH 88°58'08" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 982.14 FEET TO A POINT OF INTERSECTION WITH THE AFORESAID WEST BOUNDARY OF THE SOUTHEAST 1/4 OF SECTION 14; THENCE CONTINUE ALONG SAID PARALLEL LINE, SOUTH 88°58'23" WEST, A DISTANCE OF 2638.35 FEET TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF THE AFORESAID SECTION 15 AND A POINT OF INTERSECTION WITH A LINE LYING 60.00 FEET NORTH OF AND PARALLEL WITH THE AFORESAID SOUTH BOUNDARY OF SECTION 15; THENCE CONTINUE ALONG SAID PARALLEL LINE, SOUTH 88°37'59" WEST, A DISTANCE OF 2646.25 FEET TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF THE SOUTHWEST 1/4 OF SAID SECTION 15; THENCE CONTINUE ALONG SAID PARALLEL LINE, SOUTH 88°37'42" WEST, A DISTANCE OF 2645.40 FEET TO A POINT OF INTERSECTION WITH THE AFORESAID WEST BOUNDARY OF SECTION 15 AND THE POINT OF BEGINNING.

CONTAINING 8.184 ACRES OF LAND, MORE OR LESS.