

RESOLUTION 21-

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, AUTHORIZING THE ACCEPTANCE OF A DRAINAGE EASEMENT LOCATED WITHIN A PORTION OF GAINESVILLE REGIONAL UTILITIES OWNED RIGHT-OF-WAY AT NE AND NW 53RD AVENUE; AUTHORIZING THE EXECUTION OF DOCUMENTS TO EFFECTUATE THE ACQUISITION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Alachua County has determined the need to resurface NE and NW 53rd Avenue and upgrade the drainage along the road; and

WHEREAS, the owner of the affected property has agreed to donate a perpetual, non-exclusive Drainage Easement to the County in order to complete the resurfacing and drainage project on NE and NW 53rd Avenue; and

WHEREAS, the Board of County Commissioners of Alachua County ("Board") finds the Drainage Easement is necessary in order to complete the upgrades to the drainage system; and

WHEREAS, the Board also finds that accepting the conveyance of the Drainage Easement from the property owner is in the public interest because the Drainage Easement is necessary for the County to accept, operate and maintain the drainage enhancements.

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

1. The Board finds, determines, and declares that the recitals in the preamble are true and correct, and hereby incorporates them by reference.

2. The Board hereby accepts the conveyance of the Drainage Easement attached hereto as **Exhibit A**.

3. 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.

4. This resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this _____ day of _____, A.D.,
2021.

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

By: _____
Ken Cornell, Chair

ATTEST:

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

APPROVED AS TO FORM

DocuSigned by:
David Forziano

Alachua County Attorney's Office

Exhibit A

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.

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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

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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

DocuSigned by:
David Forziano

70E9E81DBE1E4D3...
County Attorney

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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.

Certificate Of Completion

Envelope Id: E63B39138FA840C8A5A76CB0199DF40F	Status: Completed
Subject: Please DocuSign: 20210323 BoCC #21-0193 Drainage Easement on a Portion of GRU Owned Right-of-Wa...	
Source Envelope:	
Document Pages: 6	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Thomas (Jon) Rouse
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	trouse@alachuacounty.us
	IP Address: 216.194.144.254


Record Tracking

Status: Original	Holder: Thomas (Jon) Rouse	Location: DocuSign
3/17/2021 8:06:54 AM	trouse@alachuacounty.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Alachua County	Location: DocuSign

Signer Events

David Forziano
dforziano@alachuacounty.us
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

70E5E81DBE1E4D3...
Signature Adoption: Pre-selected Style
Using IP Address: 216.194.144.254

Timestamp

Sent: 3/17/2021 8:08:44 AM
Viewed: 4/6/2021 1:56:16 PM
Signed: 4/6/2021 1:57:02 PM

Electronic Record and Signature Disclosure:

Accepted: 9/2/2020 2:02:38 PM
ID: 64124040-3dd9-4e93-9b56-757b83b044a0

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Steve Donahey
asd@alachuacountyclerk.org
Security Level: Email, Account Authentication (None)

COPIED

Sent: 4/6/2021 1:57:07 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	3/17/2021 8:08:44 AM
Certified Delivered	Security Checked	4/6/2021 1:56:16 PM
Signing Complete	Security Checked	4/6/2021 1:57:02 PM
Completed	Security Checked	4/6/2021 1:57:07 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Alachua County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mguidry@alachuacounty.us

To advise Alachua County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mguidry@alachuacounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Alachua County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mguidry@alachuacounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Alachua County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to mguidry@alachuacounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Alachua County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Alachua County during the course of your relationship with Alachua County.