

This Instrument Prepared By:
Kara Brecken, Land Rights Coordinator
Department of Sustainable Development – MS# 11
City of Gainesville
Post Office Box 490
Gainesville, Florida 32627

Tax Parcel 06680-025-001
Section 10, Township 10 South, Range 19 East

DRAINAGE EASEMENT

THIS EASEMENT, made this _____ day of _____, 2024,
by the **CITY OF GAINESVILLE**, a Florida Municipal Corporation whose mailing address is P.O. Box 490, Gainesville, FL 32627, **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, FL 32653, **GRANTEE**.

WITNESSETH:

That the said GRANTOR, for and in consideration of the sum of One Dollar (\$1.00), 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 operating and maintaining a drainage facility and related appurtenances over, under, upon and through the following described property in Alachua County, Florida, (Easement Area) to wit:

LAND DESCRIPTION

See Exhibit “A” attached hereto, made a part thereof.

Said easement contains approximately 4.361 acres ±.

The rights herein granted to GRANTEE by GRANTOR specifically include: (a) the right of ingress and egress to and from the Easement Area at all times; (b) the right to clear the Easement Area and keep it cleared of trees, limbs, undergrowth, and other obstructions which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation or maintenance of said facilities; (c) the right to trim and cut and keep trimmed and cut any trees and undergrowth on GRANTOR’s land adjacent to but outside the Easement Area which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation or maintenance of said facilities; (d) discharge rights for GRANTOR and GRANTEE for the infrastructure and impervious areas from the GRANTEE’S roadway (Southwest 20th Avenue) depicted in the *Contract Plans, Southwest 62nd Boulevard Connector, dated April 8, 2022*,

prepared by HNTB Corporation (Exhibit “B”); and (e) all other rights and privileges reasonably necessary for GRANTEE’s safe and efficient installation, operation and maintenance of said facilities; and (f) GRANTOR has the right to regularly maintain the Easement Area, and the GRANTEE has rights for occasional emergency maintenance when needed.

GRANTOR hereby covenants and agrees that, except as expressly provided herein, no buildings, structures or obstacles shall be located, constructed, excavated or created within the Easement Area. All openings and excavations created by GRANTEE for the purpose of examining, repairing, replacing, altering or extending the facilities will be properly filled by GRANTEE, the surface restored, and the Easement Area left in good and safe condition. Moveable fences are permitted on the Easement Area, provided they are placed so as to allow ready access to GRANTEE’s facilities and provide a working space of not less than six feet (6’) from manhole centers, three feet (3’) from water meters, and further provided that GRANTOR assumes all risk of loss for any moveable object placed in the Easement Area.

GRANTOR agrees not to call upon GRANTEE to relocate its facilities, unless it is determined jointly by GRANTOR and GRANTEE that such relocation is necessary for the future orderly development of the premises and such development is in physical conflict with GRANTEE’s facilities. In such event, said facilities will be relocated to another mutually agreed upon Easement Area within GRANTOR’s premises, provided that GRANTOR executes and delivers to GRANTEE, at no cost to the GRANTEE, an acceptable and recordable easement to cover the relocated facilities. The cost of such relocation will be borne solely by GRANTOR unless otherwise agreed in writing by GRANTEE.

GRANTEE shall have quiet and peaceful possession, use and enjoyment of this easement. GRANTOR shall not utilize or permit to be utilized the Easement Area in any way which will interfere with GRANTEE’s facilities and the safe operation and maintenance thereof.

GRANTOR hereby warrants and covenants that GRANTOR is the owner of the fee simple title to the premises in which the above described Easement Area is located and has full right and lawful authority to convey this easement.

TO HAVE AND TO HOLD the same unto the said GRANTEE, its successors and assigns, forever.

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed under seal on the day and year aforesaid.

Signed, sealed & delivered
In the Presence of:

CITY OF GAINESVILLE, FLORIDA
A Florida Municipal Corporation

Witness
Print Name _____
Address _____

Harvey Ward, As its Mayor

Witness
Print Name_____
Address _____

ATTEST:

Kristen J. Bryant, City Clerk

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization on this _____ day of _____, 2024, by Harvey Ward and Kristen Ward, Mayor and City Clerk, respectively, of the City of Gainesville, Florida, a municipal corporation, who are personally known to me and duly sworn, who acknowledged that as such officers, and pursuant to authority from said corporation, they executed the foregoing instrument and affixed the corporate seal 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.

Print Name: _____
State of Florida
My Commission
Expires:_____

:

At a meeting on the _____ day of _____ 2024, the Board of County Commissioners authorized the acceptance of this instrument of conveyance and authorized the Chair to execute this acceptance.

MARY ALFORD, CHAIR
ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

Executed on this _____ day of _____, 2024,

ATTEST:

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

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY'S OFFICE

SKETCH OF DESCRIPTION ~ NOT A BOUNDARY SURVEY

GENERAL NOTES

THIS DRAWING REPRESENTS A SKETCH OF DESCRIPTION AND DOES NOT REPRESENT A BOUNDARY SURVEY. AS SUCH, PROPERTY CORNER MONUMENTATION WAS NOT SET IN ASSOCIATION WITH THE PREPARATION OF THIS SKETCH OF DESCRIPTION.

ALL BEARINGS SHOWN WITHIN THIS SKETCH OF DESCRIPTION ARE REFERENCED TO AN ASSUMED DATUM. REFERENCE BEARING FOR THIS SKETCH OF DESCRIPTION IS THE EASTERLY RIGHT OF WAY LINE INTERSTATE 75 (STATE ROAD 93) WHICH HAS AN ASSUMED BEARING OF NORTH 32° 39'59" WEST.

THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 10 WAS DETERMINED BY INTERSECTING LINES BETWEEN THE NORTH 1/4 AND SOUTH 1/4 CORNERS AND THE EAST 1/4 AND WEST 1/4 CORNERS OF SECTION 10.

THE ADJOINING PARCEL INFORMATION SHOWN IN THIS SKETCH OF DESCRIPTION REPRESENT CURRENT PROPERTY OWNERSHIPS AS INDICATED BY THE ALACHUA COUNTY PROPERTY APPRAISER'S OFFICE AT THE TIME OF THE PREPARATION OF THIS SKETCH OF DESCRIPTION.

ALL DISTANCE MEASUREMENTS SHOWN HEREIN ARE EXPRESSED IN U.S. SURVEY FEET AND DECIMAL U.S. SURVEY FEET. ALL ANGULAR MEASUREMENTS ARE EXPRESSED IN DEGREES, MINUTES AND SECONDS.

THIS SKETCH OF DESCRIPTION MAY HAVE NOT BEEN DRAWN TO SCALE OR MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED IF ATTEMPTING TO OBTAIN SCALED INFORMATION.

THE LEGAL DESCRIPTION INCLUDED WITH THIS SKETCH OF DESCRIPTION WAS PREPARED BY THE UNDERSIGNED SURVEYOR AND MAPPER.

PRINTED COPIES OF THIS SKETCH OF DESCRIPTION MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED IF OBTAINING SCALED DATA FROM A PRINTED COPY OF THIS SKETCH OF DESCRIPTION.

THIS SKETCH OF DESCRIPTION CONSISTS OF FOUR (4) SHEETS AND EACH SHEET IS INCOMPLETE WITHOUT THE OTHERS AND IS ALSO NOT COMPLETE WITHOUT THE LEGAL DESCRIPTION FOUND ON PAGE 2 OF 4 INCLUDED.

CERTIFICATION

I HEREBY CERTIFY THAT THE SKETCH OF DESCRIPTION SHOWN HEREIN WAS COMPLETED UNDER MY DIRECT SUPERVISION AND CONTROL AND THAT SAID SKETCH OF DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I ALSO DO HEREBY FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS AND IS IN ACCORDANCE WITH THE CURRENT STANDARDS OF PRACTICE FOR SURVEYS AS CONTAINED IN THE DEFINITIONS, SURVEY, MAP AND REPORT CONTENT REQUIREMENTS AS ESTABLISHED BY CHAPTERS 5J-17.050, 5J-17.051 AND 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODE AS SAID CHAPTERS EXISTED AT THE TIME OF THE PREPARATION OF THIS SKETCH OF DESCRIPTION.

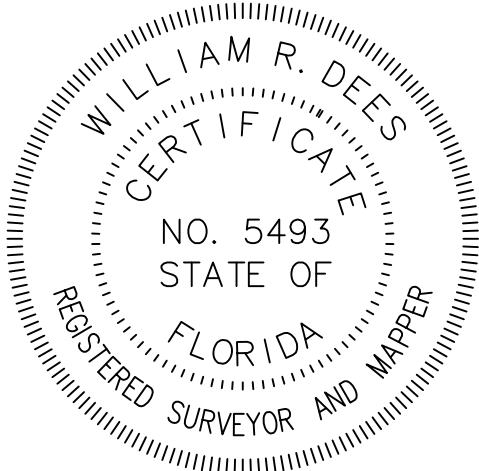
SKETCH OF DESCRIPTION PREPARED BY:

WILLIAM R. DEES
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA LICENSE NUMBER LS5493

THE USE OF THE IMAGE OF THE SURVEYOR'S SEAL APPEARING ABOVE WAS AUTHORIZED BY WILLIAM R. DEES, FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, FLORIDA LICENSE NUMBER LS5493. UNLESS THIS SKETCH OF DESCRIPTION BEARS THE ORIGINAL BLUE INK SIGNATURE OF WILLIAM R. DEES OR A DIGITAL SIGNATURE WITH A VERIFIED SHA-1 AUTHENTICATION CODE THIS SKETCH OF DESCRIPTION IS TO BE USED FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TO BE CONSIDERED VALID.

SKETCH OF DESCRIPTION
62nd AVENUE CONNECTOR
DRAINAGE EASEMENT
NOT A BOUNDARY SURVEY

FOR REFERENCE ONLY - NOT VALID WITHOUT ORIGINAL BLUE INK SIGNATURE
AND SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER.



WILLIAM R. DEES, FLORIDA CERTIFICATION NUMBER LS5493

SKETCH OF DESCRIPTION ~ NOT A BOUNDARY SURVEY

DESCRIPTION

A PARCEL OF LAND LYING AND BEING WITHIN SECTION 10, TOWNSHIP 10 SOUTH, RANGE 19 EAST IN ALACHUA COUNTY, FLORIDA, WITH SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 19 EAST IN ALACHUA COUNTY, FLORIDA, AND RUN THENCE ALONG THE SOUTH BOUNDARY THEREOF, SOUTH 89°23'34" WEST, A DISTANCE OF 272.48 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE DEPARTING SAID SOUTH BOUNDARY, SOUTH 01°23'55" WEST, A DISTANCE OF 73.47 FEET; THENCE NORTH 89°21'53" EAST, A DISTANCE OF 60.64 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF SOUTHWEST 62ND BOULEVARD; THENCE SOUTH 00°38'07" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 20.00 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, SOUTH 89°21'53" WEST, A DISTANCE OF 99.99 FEET TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF SAID SOUTHWEST 62ND BOULEVARD; THENCE SOUTH 00°38'07" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 31.59 FEET TO THE BEGINNING OF A TANGENT CURVE, SAID TANGENT CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1605.65 FEET AND A CENTRAL ANGLE OF 32°01'52"; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID TANGENT CURVE AND WEST RIGHT OF WAY LINE, A DISTANCE OF 897.64 FEET, SAID TANGENT CURVE HAVING A CHORD BEARING OF SOUTH 16°39'03" EAST AND A CHORD DISTANCE OF 885.99 FEET, TO A POINT OF INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF INTERSTATE 75 (STATE ROAD 93); THENCE DEPARTING SAID WEST RIGHT OF WAY LINE OF SOUTHWEST 62ND BOULEVARD, NORTH 32°39'59" WEST, ALONG SAID EAST RIGHT OF WAY LINE OF INTERSTATE 75 (STATE ROAD 93), A DISTANCE OF 776.74 FEET TO THE BEGINNING OF A TANGENT CURVE, SAID TANGENT CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 23195.31 FEET AND A CENTRAL ANGLE OF 01°02'40"; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID TANGENT CURVE AND EAST RIGHT OF WAY LINE, A DISTANCE OF 422.82 FEET, SAID TANGENT CURVE HAVING A CHORD BEARING OF NORTH 33°11'19" WEST AND A CHORD DISTANCE OF 422.81 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE DEPARTING SAID TANGENT CURVE AND EAST RIGHT OF WAY LINE, NORTH 57°11'13" EAST, ALONG SAID NON-TANGENT LINE, A DISTANCE OF 139.45 FEET; THENCE SOUTH 87°36'56" EAST, A DISTANCE OF 277.39 FEET TO A POINT OF INTERSECTION WITH THE AFORESAID WEST RIGHT OF WAY LINE OF SOUTHWEST 62ND BOULEVARD; THENCE NORTH 00°38'07" WEST, ALONG SAID WEST RIGHT OF WAY LINE AND THE NORTHERLY EXTENSION THEREOF, A DISTANCE OF 612.30 FEET; THENCE DEPARTING SAID NORTHERLY EXTENSION OF THE WEST RIGHT OF WAY LINE OF SOUTHWEST 62ND BOULEVARD, NORTH 88°00'44" EAST, A DISTANCE OF 20.26 FEET; THENCE SOUTH 01°59'16" EAST, A DISTANCE OF 209.95 FEET; THENCE SOUTH 02°00'17" EAST, A DISTANCE OF 200.17 FEET; THENCE SOUTH 00°19'01" EAST, A DISTANCE OF 179.19 FEET; THENCE SOUTH 11°18'25" EAST, A DISTANCE OF 78.51 FEET; THENCE SOUTH 01°23'55" WEST, A DISTANCE OF 44.36 FEET TO THE POINT OF BEGINNING.

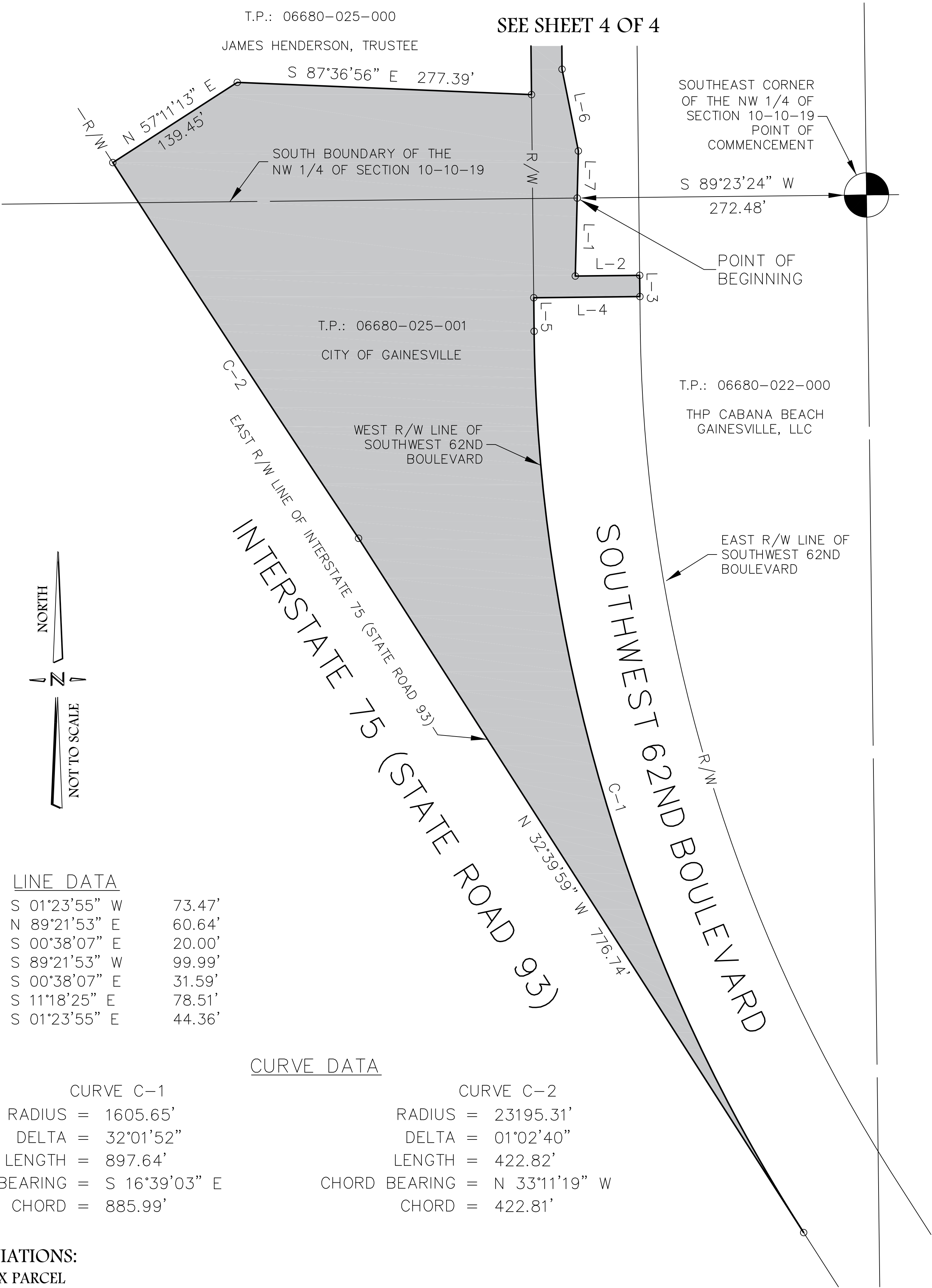
CONTAINING 4.361 ACRES OF LAND, MORE OR LESS.

SKETCH OF DESCRIPTION ~ NOT A BOUNDARY SURVEY

T.P.: 06680-025-000

SEE SHEET 4 OF 4

JAMES HENDERSON, TRUSTEE



LINE DATA

L-1	S 01°23'55" W	73.47'
L-2	N 89°21'53" E	60.64'
L-3	S 00°38'07" E	20.00'
L-4	S 89°21'53" W	99.99'
L-5	S 00°38'07" E	31.59'
L-6	S 11°18'25" E	78.51'
L-7	S 01°23'55" E	44.36'

CURVE DATA

CURVE C-1	
RADIUS =	1605.65'
DELTA =	32°01'52"
LENGTH =	897.64'
CHORD BEARING =	S 16°39'03" E
CHORD =	885.99'

CURVE C-2	
RADIUS =	23195.31'
DELTA =	01°02'40"
LENGTH =	422.82'
CHORD BEARING =	N 33°11'19" W
CHORD =	422.81'

ABBREVIATIONS:

T.P. = TAX PARCEL
R/W = RIGHT OF WAY
P/L = PROPERTY LINE

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