

This Instrument Prepared By:  
Sam Bridges, Land Rights Coordinator  
Public Works Department – MS# 58  
City of Gainesville  
Post Office Box 490  
Gainesville, Florida 32627

Tax Parcel 7879-065-000  
Lying in Sections 12 & 7, Township 9 South, Range 19 East

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### DRAINAGE EASEMENT

THIS EASEMENT, made this 16 day of August, 2017, by **Exactech, Inc., a Florida corporation**, whose mailing address is 2320 Northwest 66<sup>th</sup> Court, Gainesville, Florida 32653, GRANTOR, and the **City of Gainesville, Florida**, a municipal corporation, whose post office box address is Post Office Box 490, Gainesville, Florida 32627, 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 constructing, operating and maintaining a drainage facility and/or public utility facilities 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 parcel contains 7,498.0 square feet or 0.172 acres, more or less.*

The rights herein granted to GRANTEE by GRANTOR specifically include: (a) the right to construct, locate, operate, inspect, patrol, alter, improve, repair, rebuild, relocate, and remove said facilities; (b) the right of ingress and egress to and from the Easement Area at all times; (c) the right to upgrade the quantity and type of facilities; (d) 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; (e) 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; and (f) all other rights and privileges reasonably necessary for GRANTEE's safe and efficient installation, operation and maintenance of said facilities.

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.

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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 and delivered  
in the presence of:*

Exactech, Inc., a Florida corporation

Wanda N. Boyd  
Witness Signature  
Printed Name: Wanda N. Boyd

Vanessa Scott  
Witness Signature  
Printed Name: Vanessa Scott

Betty Petty  
Betty Petty, Vice President of Administration

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 16 day of August, 2017, by Betty Petty, Vice President of Administration for Exactech, Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification.

Cynthia D. Regen  
Signature of Notary  
My Commission Expires:





June 28, 2017

Legal Description  
For: Exactech, Inc.  
Proposed Drainage Easement

A portion of Section 12, Township 9 South, Range 19 East and a portion of Section 7, Township 9 South, Range 20 East, Alachua County, Florida; being more particularly described as follows:

Commence at the southwest corner of Section 7, Township 9 South, Range 20 East, Alachua County, Florida and run thence South 89°56'58" East, along the South boundary of said Section, 74.58 feet; thence North 00°00'00" East, 95.54 feet; thence North 90°00'00" West, 62.15 feet to the southeast corner of Parcel 3 as described in Official Records Book 3301, page 1321 of the Public Records of Alachua County, Florida; thence North 08°27'20" East, along the easterly line of said Parcel 3, a distance of 152.00 feet; thence North 09°39'05" East, along said easterly line, 122.50 feet; thence North 04°22'50" East, along said easterly line, 9.57 feet to the Point of Beginning; thence continue North 04°22'50" East, along said easterly line, 20.31 feet; thence North 89°31'31" West, along said easterly line, 133.69 feet; thence North 00°28'29" East, along said easterly line and along the easterly line of Parcel 4 as described in said Official Records Book 3301, page 1321, a distance of 103.82 feet; thence North 89°48'45" West, 85.50 feet; thence North 87°14'27" West, 103.61 feet to a point on the east right of way line of N.W. 23<sup>rd</sup> Way (60 foot Right of Way); thence South 00°28'29" West, along said right of way line, 20.02 feet; thence South 87°14'27" East, 103.26 feet; thence South 89°48'45" East, 75.85 feet; thence South 00°28'39" West, 103.75 feet; thence South 89°24'35" East, 142.31 feet to the Point of Beginning.

Containing 0.172 Acres (7,498 Square Feet), more or less.

J:\Bob\Exactech\ProDrEsmt.docx

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