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2000 JUN 23 10:57 AM BK 2297 PG 2532

J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK3 Receipt#019562


Doc Stamp-Deed: 0.70
By: Sebastian D.C.

This Instrument Prepared By:

City of Gainesville, Florida
PO Box 490, Sta. 48
Gainesville, FL 32602

Tax Parcel No. 14565 & 14567
Section 5, Township 10 South, Range 20 East

FAÇADE EASEMENT

THIS FAÇADE EASEMENT, made this 21st day of June, 2000, by McGurn Investment Company, whose post office address is P.O. Box 2900, Gainesville, Florida (GRANTOR) and GAINESVILLE COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic of the State of Florida and the designated Community Redevelopment Agency of the City of Gainesville, whose post office address is P.O. Box 490, Mail Station 48, Gainesville, Florida 32602 (GRANTEE). 

Recitals


GRANTOR and GRANTEE have executed an Agreement for Development of Property (AGREEMENT), dated August 24, 1998, wherein GRANTOR has agreed to convey a Façade Easement on the property to be developed as "Union Street Station" located at 201 SE 1st Street; and

GRANTOR and GRANTEE desire to set forth the terms and conditions of the Façade Easement in this agreement;

In consideration of the covenants, conditions and agreements contained in the AGREEMENT and as contained below, the parties agree as follows:

1. The foregoing recitals are incorporated here by reference as though fully set forth as the agreements of the parties.
2. GRANTOR grants to GRANTEE, an easement for the purpose of ensuring the preservation and maintenance of the Union Street Station Building Façade located upon the following described property in Alachua County, Florida:

All of Block Four (4), Range One (1) of the Map of Gainesville, Florida, as recorded in the Public Records of Alachua County, Florida, in Deed Book "H", Page 383, less the right-of-way for Second Avenue as recorded in Official Records Book 208, Page 150; together with that part of the forty foot (40') street lying between Block 4, Range 1 and Block 5, Range 1 of Original Gainesville as per Deed Book "H", Page 383 of the Public Records of Alachua County, Florida, closed by City of Gainesville Ordinance #2304.



3. The term of this easement commences with the execution date hereof and continues for a period not less than 20 years from the date of substantial completion of Union Street Station, or the life of the GRANTEE'S obligation to pay the Grant Award pursuant to the AGREEMENT, whichever is longer.
4. The Union Street Station Building Façade will be constructed substantially as shown in Attachment "A" which is made part of this easement by reference.
5. GRANTOR shall be solely responsible for the construction, maintenance and preservation of the Union Street Station Building Façade and shall indemnify and hold the GRANTEE and the City of Gainesville, their elected and appointed officials, employees and agents harmless from all costs, attorneys' fees and claims of damage to person, property or premises resulting from the construction, maintenance or preservation of the Façade.
6. GRANTOR shall at all times maintain the Façade in good repair and in safe condition. GRANTOR shall also comply with all other laws, ordinances and regulations pertaining to the construction, maintenance and preservation of the Façade.
7. GRANTOR shall provide GRANTEE with a certificate of insurance evidencing GRANTEE as an additional named insured to the extent of GRANTEE'S interest in this Façade Easement. Furthermore, Grantor shall maintain the certificate in full force, and provide evidence when requested, for the duration of the Easement.
8. In the event of damage resulting from casualty loss to an extent requiring repair or reconstruction of the Façade, any repair or reconstruction shall be subject to the provisions of this easement.
9. Without the prior express written consent of the GRANTEE, GRANTOR will not undertake nor permit to be undertaken, any alteration, modification, construction, remodeling, extension, demolition or reconstruction of the improvements on the property, which would materially alter or change the appearance of the Façade during the life of the easement.
10. GRANTOR shall have the right to install building and tenant signage as long as such signage meets all applicable signage ordinances of the City of Gainesville, including the Downtown Advisory Design Guidelines.
11. GRANTOR shall have the right to install HVAC and other equipment on the roof of the building as long as it is located or screened so as to minimize the view of the equipment from the adjoining public rights-of-way and the ground floor of adjoining properties. No antenna, dish or other equipment shall be installed that will substantially change the view of the roofline from adjoining public rights-of-way, and extend more than 15 feet above the roofline; except with the written permission of the GRANTEE. The GRANTEE acknowledges that the 25-foot lighting rod required for the building which is currently located on the northeast stair tower is hereby permitted.
12. At the GRANTEE'S sole discretion, the GRANTOR may be permitted to make such alterations, modifications or remove the improvements, when the GRANTEE determines that granting such permission would not undermine the goals set forth or referred to in the AGREEMENT.
13. If the GRANTOR fails to maintain and preserve the Façade, GRANTOR agrees to a reduction in the Grant Award in proportion to the amount of improvements and the length of time the improvements are not maintained relative to the required maintenance period as set forth in the AGREEMENT.

14. GRANTOR has mortgaged the Union Street Station property to First Union National Bank and this Façade Easement is subject to such mortgage. GRANTOR has assigned its right, title and interest in the AGREEMENT to First Union National Bank as additional collateral with the consent of GRANTEE as evidenced by the certain Consent dated November 24, 1998 recorded in O.R. Book 2217, Page 2732 of the Public Records of Alachua County, Florida.

15. GRANTOR may create one or more condominiums on all or a portion of the Union Street Station property and any Declaration of Condominium will be subject to the provisions of this Façade Easement.

16. GRANTEE acknowledges that GRANTOR may retain the right to payment of the Grant Award under the AGREEMENT notwithstanding that the Union Street Station property has been declared a condominium.

17. GRANTEE agrees not to amend or accept a surrender of this Façade Easement without the prior written permission of GRANTOR.

18. In the event of a default under this Façade Easement, the parties shall be entitled to all rights and remedies set forth in the AGREEMENT.

19. No provision of this Façade Easement nor any act of the City of Gainesville or GRANTEE shall be deemed or construed by any of the parties, or by third parties, to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the City of Gainesville or GRANTEE.

20. All notices pursuant to this Façade Easement shall be by certified mail, return receipt requested, addressed to the following:

If to GRANTEE: Executive Director
 Community Redevelopment Agency
 P.O. Box 490
 Gainesville, Florida 32602

with a copy to: City Attorney's Office
 P.O. Box 1110
 Gainesville, Florida 32602

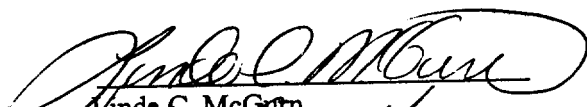
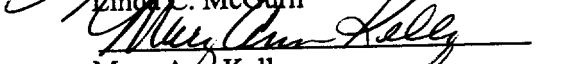
If to GRANTOR: McGurn Investment Company
 P.O. Box 2900
 Gainesville, Florida 32602


21. The terms of this Façade Easement shall be construed in accordance with the laws of the State of Florida.

22. All provisions of this Façade Easement shall construed to be covenants running with the land and with every part thereof and interest therein, and all provisions shall be binding on the parties hereto, and on their successors and assigns, specifically including any condominium associations or condominium unit owners. All present and future condominium unit owners and condominium associations shall be subject to and comply with the provisions of this easement.

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

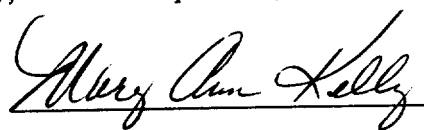
Signed, sealed and delivered
in the presence of:


Linda C. McGurn

Mary Ann Kelly

McGurn Investment Company
By 
Kenneth R. McGurn, President

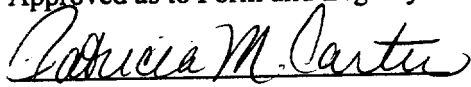
STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 12th day of June, ²⁰⁰⁰ 1999, by Kenneth R. McGurn, President of McGurn Investment Company, a Florida corporation, on behalf of the corporation. He is personally known to me.



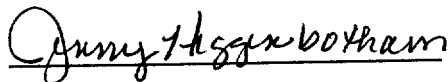
NOTARY PUBLIC - STATE OF FLORIDA
MARY ANN KELLY
COMMISSION # CC824488
EXPIRES 6/11/2003
BONDED THRU ASA 1-988-NOTARY1

Approved as to Form and Legality:



Patricia M. Carter
CRA Attorney
City of Gainesville, FL

Accepted and agreed to:

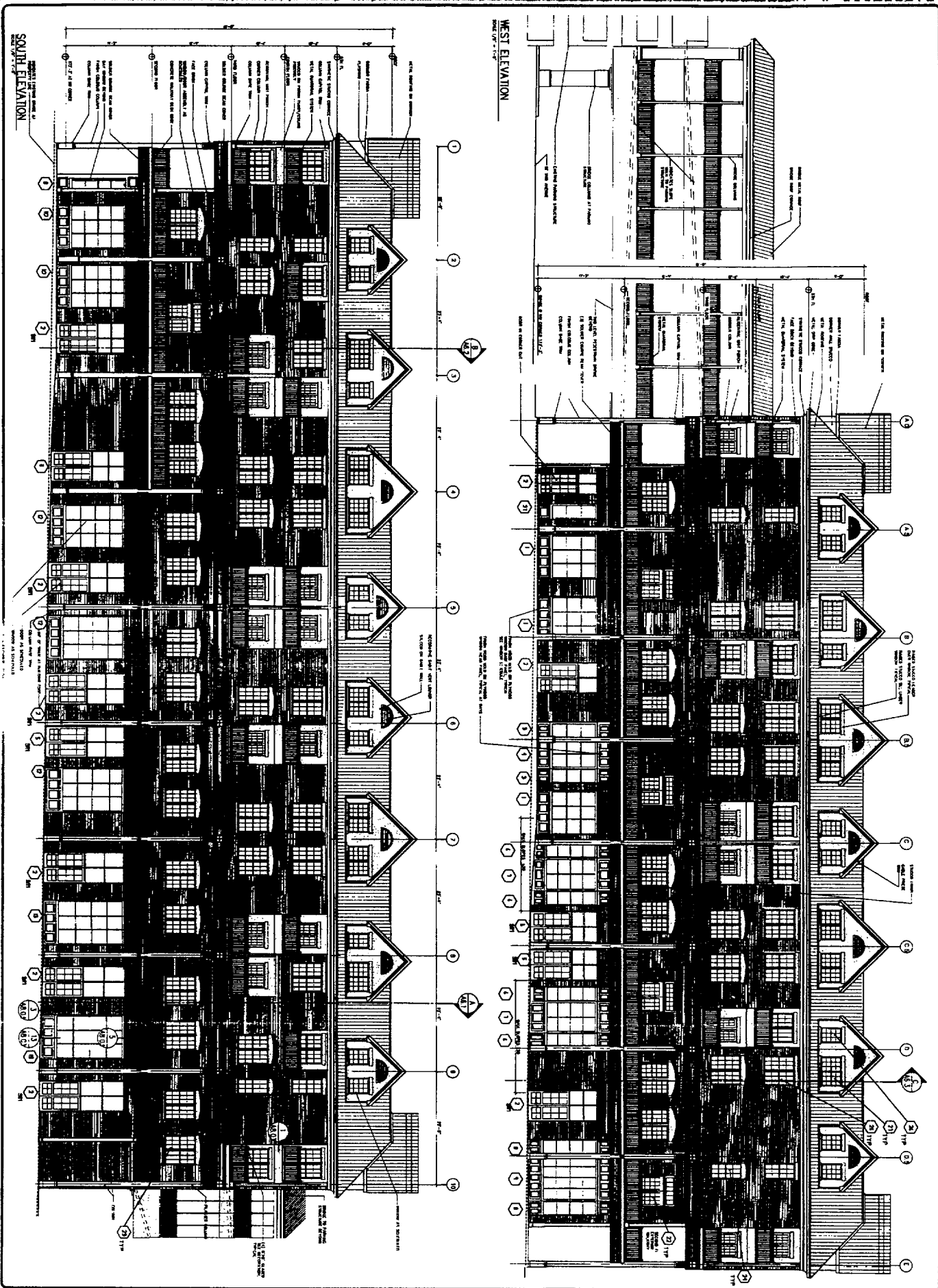
Witness:



GAINESVILLE COMMUNITY
REDEVELOPMENT AGENCY

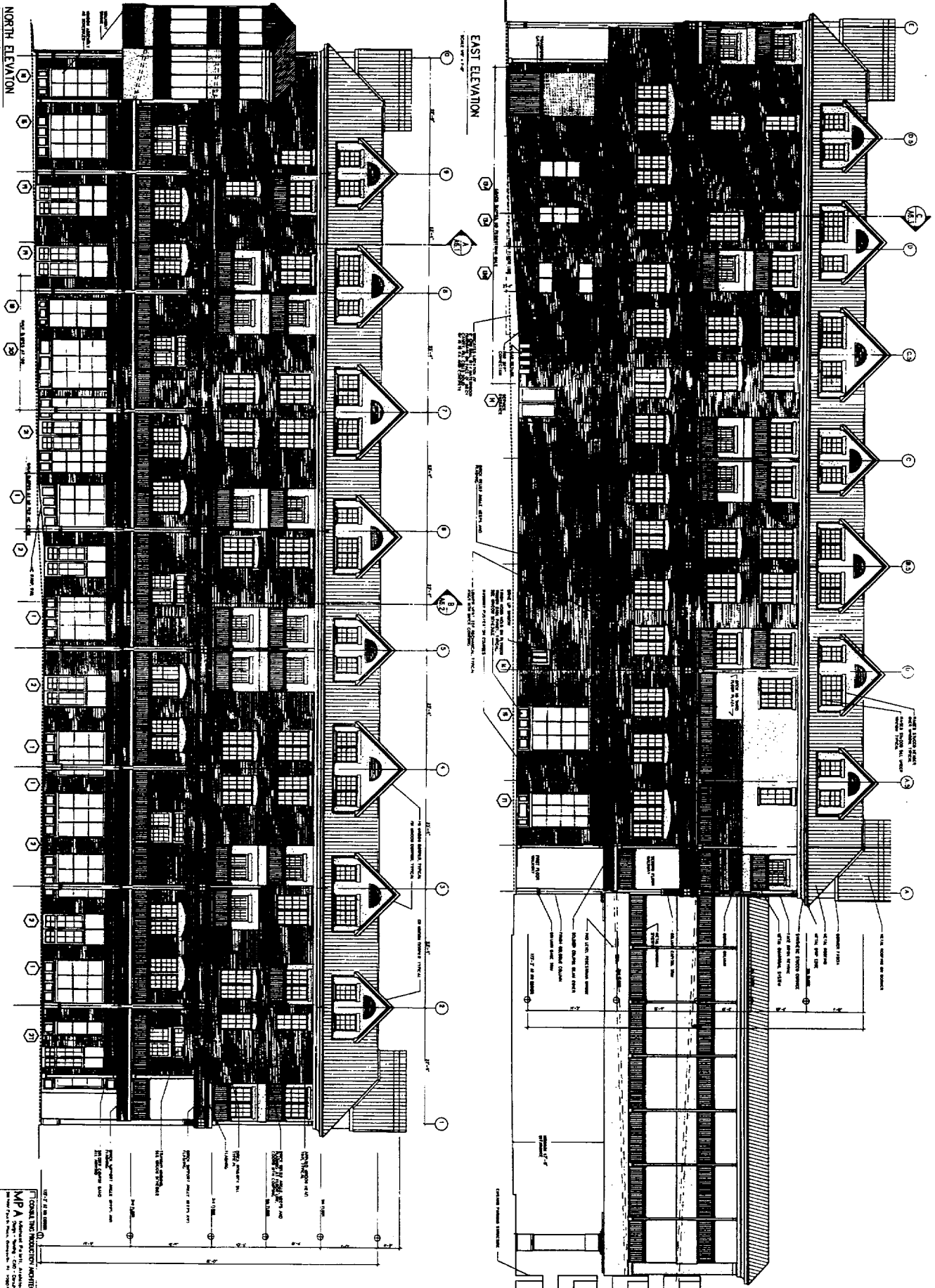

Wayne Bowers, Executive Director

ATTACHMENT "A"



<p>Project No. 9603</p> <p>AS.01</p>	<p>DATE: NOV. 5, 1984 DATE: NOV. 11, 1984 DATE: MAY 27, 1985 DATE: AUG. 2, 1985 DATE: NOV. 11, 1985</p>	<p>UNION STREET BUILDING MCGURN INVESTMENT COMPANY GAINESVILLE, FLORIDA</p>		<p>EUGENE RUSSELL DAVIS ARCHITECT INC.</p>	<p>U.C. No. A4000249 3615 N.W. 13th Street Gainesville, FL 32609 Phone (352) 572-6477 Fax (352) 528-4475</p>
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ATTACHMENT "A"



MP A
 CONSULTING ENGINEER ARCHITECT
 1001 W. 10th St.
 Gainesville, FL 32603
 Tel: (352) 339-4477
 Fax: (352) 339-4478

PROJECT NO.	8603
DATE	NOV. 5, 88
REVISION	NOV. 11, 1988
DATE	NOV. 22, 1988
REVISION	DEC. 2, 1988
DATE	DEC. 11, 1988
REVISION	OCT. 12, 1998
DATE	
REVISION	
DATE	
REVISION	
DATE	
REVISION	

UNION STREET BUILDING
 MCGURN INVESTMENT COMPANY
 GAINESVILLE, FLORIDA

EUGENE RUSSELL DAVIS ARCHITECT INC.
 2818 N.W. 12th Street
 Gainesville, FL 32609
 Phone (352) 572-4477
 Fax (352) 583-4478

LIC. NO. 1A0002408
 2818 N.W. 12th Street
 Gainesville, FL 32609
 Phone (352) 572-4477
 Fax (352) 583-4478

8603

A5.02