

This Instrument Prepared By:
Kristie A. Brewer, Right-of-Way Agent
Real Estate Division
Gainesville Regional Utilities
P.O. Box 147117, Sta. A130
Gainesville, FL 32614-7117

Tax Parcel No. 14565-000-000
Section 4, Township 10 South, Range 20 East

GRU File No. U-E- 92-98
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CIRCUIT COURT CLERK
J. K. "Buddy" Irby
ALACHUA COUNTY, FL
Date 01/27/1999 15:23
Document ID 1587910
Book/Page 2213/ 2843
DTAX 0.70

EASEMENT

THIS EASEMENT, made this 27th day of February, 1999, by McGURN INVESTMENT COMPANY, a Florida corporation, whose post office address is P.O. Box 2900, Gainesville, Florida 32602, GRANTOR, and CITY OF GAINESVILLE, Florida, a municipal corporation, whose post office address is P.O. Box 490, Gainesville, Florida 32602, 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 public utility facilities and related appurtenances over, under, upon and through the following described property in Alachua County, Florida, to wit:

pick up
↑

(Transformer Room Easement - Legal Description provided by Terrance Brannan Land Surveyor, Inc., dated 11/20/98)

Commence at a found nail and disk marking the Southwest corner of Block 4, Range 1 and the North Right-of-Way line of Southeast 2nd Place; thence along said North line 88°44'25" East a distance of 207.76 feet to a found nail and disk marking the West Right-of-Way line of Southeast 2nd Street; thence North 01°52'24" West a distance of 8.00 feet to the Point of Beginning; thence continue South 88°44'25" West a distance of 6.29 feet to a point, thence North 01°15'35" West a distance of 12.00 feet to a point; thence north 88°44'25" East a distance of 10.00 feet to a point; thence South 01°15'35" East a distance of 12.00 feet to a point; thence South 88°44'25" West a distance of 3.71 feet to the Point of Beginning, containing 120 square feet 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.

* except as approved by Grantee for Union Street Station Project.

GRANTOR hereby covenants and agrees that 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 fire hydrants, manhole centers, and ten feet (10') from the opening side of any pad mounted transformer; three feet (3') from water meters, valve box centers, and the other three sides of any pad mounted transformer. Fire hydrants must be accessible from the roadway or closest paved surface.

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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 grant and convey this easement.

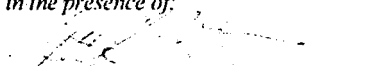
TO HAVE AND TO HOLD the same unto the said GRANTEE, its successors and assigns, forever.

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

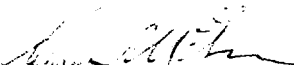
Signed, sealed and delivered

McGURN INVESTMENT COMPANY
a Florida corporation

in the presence of:

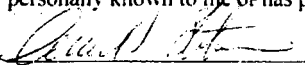

Print Name: LETT- DUBNEY

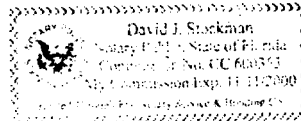

Print Name: David C. McGurn


Kenneth R. McGurn, President

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 4th day of January, 1999, by Kenneth R. McGurn, President of McGurn Investment Company, on behalf of the corporation. He is personally known to me or has produced _____ as identification.


Print Name: DAVID J. STACKMAN
Notary Public, State of Florida
My Commission Expires:



Approved as to Form and Legality:

By: _____
Raymond O. Manasco, Jr.
Utilities Attorney
City of Gainesville, Florida