

This Instrument Prepared By:  
 Sam Bridges, Land Rights Coordinator  
 Public Works Department - MS# 58  
 City of Gainesville  
 P.O. Box 490  
 Gainesville, Florida 32602-0490

Phoenix Subdivision  
 Thomas Napier Grant, Township 10 South, Range 19 East

### NONEXCLUSIVE INGRESS EGRESS EASEMENT

THIS NONEXCLUSIVE EASEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by **PHOENIX SUBDIVISION OWNERS ASSOCIATION, Inc.**, a Florida non profit corporation, whose mailing address is 502 Northwest 16<sup>th</sup> Avenue, Suite 1, Gainesville, Florida 32601, **GRANTOR**, and the **CITY OF GAINESVILLE**, Florida, a municipal corporation, whose post office box address is P.O. Box 490, Gainesville, Florida 32602, **GRANTEE**,

#### WITNESSETH:

That the said **GRANTOR**, for and in consideration of the sum of One Dollar (\$1.00) 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 public ingress and egress over, under, upon and through the following described property in Alachua County, Florida, to wit:

#### LAND DESCRIPTION

All Common Area as shown on the plat of Phoenix Subdivision, recorded at Plat Book "J", page 70 of the Public Records of Alachua County, Florida.

1. Grantor shall maintain the common areas and shall indemnify, defend and hold the Grantee, its elected and appointed officers, agents, and employees harmless from all claims, suits, judgments, or damages of any nature, including court costs and attorneys fees, arising out of or in connection with any public use of the Common Areas, as described above.
2. Grantor shall provide Grantee with a certificate of insurance evidencing Grantee and the City of Gainesville as additional insureds on Grantor's comprehensive liability insurance. Minimum acceptable coverage shall be \$500,000.00. Furthermore, Grantee shall maintain that certificate in full force, and provide evidence when requested, for the duration of this Easement.
3. In the event the Common Areas are subjected to ad valorem taxation or fees by any governmental entity as a consequence of this Agreement, Grantor shall promptly pay that tax or fee and provide Grantee with evidence of that payment. Grantor may however contest that imposition of ad valorem tax and Grantee agrees to cooperate with Grantor in any such contest.

4. All notices pursuant to this Agreement shall be by certified mail, return receipt requested, addressed to the following:

If to Grantee: Clerk of the City Commission  
P.O. Box 490, Station 18  
Gainesville, FL 32602-0490

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

If to Grantor: Phoenix Subdivision Owners Association, Inc.  
502 Northwest 16<sup>th</sup> Avenue, Suite 1  
Gainesville, Florida 32601

5. The terms of this agreement shall be construed in accordance with the laws of the State of Florida.

**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:

Phoenix Subdivision Owners Association, Inc.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Rodney Blake III, President

\_\_\_\_\_  
Print Name

**STATE OF FLORIDA  
COUNTY OF ALACHUA**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by Rodney Blake III, President of the Phoenix Subdivision Owners Association, Inc., who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Print Name:

My Commission Expires: