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BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA

TEMPORARY EASEMENT

Easement Number 31986

THIS TEMPORARY EASEMENT, made and entered into this _____ day of _____, 20____, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, acting pursuant to its authority set forth in Section 253.03, Florida Statutes, hereinafter referred to as "GRANTOR", and the CITY OF GAINESVILLE, FLORIDA, hereinafter referred to as "GRANTEE".

WHEREAS, GRANTOR is the owner of the hereinafter described real property which is managed by the University of Florida Board of Trustees/Institute of Food and Agricultural Sciences under Lease Number 2734 ("managing agency"); and

WHEREAS, GRANTEE desires a temporary easement across the hereinafter described real property for re-routing local traffic during construction of a roundabout.

NOW THEREFORE, GRANTOR, for and in consideration of mutual covenants and agreements hereinafter contained, has granted, and by these presents does grant a non-exclusive temporary easement unto GRANTEE over and across the following described real property in Alachua County, Florida, to-wit:

(See Exhibit "A" Attached)

1. DELEGATIONS OF AUTHORITY: GRANTOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, State of Florida Department of Environmental Protection.
2. TERM: The term of this temporary easement shall be for a period of five (5) months commencing on January 1, 2010, and ending on May 31, 2010, unless sooner terminated pursuant to the provisions of this temporary easement. GRANTEE agrees to compensate The University of Florida, as the managing agency, the sum of Five Thousand and NO/100 Dollars (\$5,000.00), no later than January 1, 2010.

3. USE OF PROPERTY AND UNDUE WASTE: This temporary easement shall be limited to re-routing local traffic during construction of a roundabout upon and across the property described in Exhibit "A" during the term of this temporary easement. This temporary easement shall be non-exclusive. GRANTOR retains the right to engage in any activities on, over, across or below the temporary easement area which do not unreasonably interfere with GRANTEE'S exercise of this temporary easement and further retains the right to grant compatible uses to third parties during the term of this temporary easement.

GRANTEE shall dispose of, to the satisfaction of GRANTOR all brush and refuse resulting from the clearing of the land for the uses authorized hereunder. If timber is removed in connection with clearing temporary easement, the net proceeds from the sale of such timber shall accrue to GRANTOR. GRANTEE shall take all reasonable precautions to control soil erosion and to prevent any other degradation of the real property described in Exhibit "A" during the term of this temporary easement. GRANTEE shall not remove water from any source on this temporary easement including, but not limited to, a watercourse, reservoir, spring, or well, without the prior written approval of GRANTOR. GRANTEE agrees to clear, remove and pick up all debris including, but not limited to, containers, papers, discarded tools and trash foreign to the work locations and dispose of the same in a satisfactory manner as to leave the work locations clean and free of any such debris. GRANTEE, its agents, successors, or assigns shall not dispose of any contaminants including, but not limited to, hazardous or toxic substances, petroleum, fuel oil, or petroleum by-products, chemicals or other agents produced or used in GRANTEE'S operations, on this temporary easement or on any adjacent state land or in any manner not permitted by law. GRANTEE shall be liable for all costs associated with any cleanup of the subject property which is a result of GRANTEE'S operations and use of the subject property.

Upon termination or expiration of this temporary easement GRANTEE shall restore the lands over which this temporary easement is granted

to substantially the same condition as existed on the effective date of this temporary easement. GRANTEE agrees that upon termination of this temporary easement all authorization granted herein shall cease and terminate.

If the lands described in Exhibit "A" are under lease to another agency, GRANTEE shall obtain the consent of such agency prior to engaging in any use of the real property authorized herein.

4. ASSIGNMENT: This temporary easement shall not be assigned in whole or in part without the prior written consent of GRANTOR. Any assignment made either in whole or in part without the prior written consent of GRANTOR shall be void and without legal effect.

5. COMPLIANCE WITH LAWS: GRANTEE agrees that this temporary easement is contingent upon and subject to GRANTEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

6. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this temporary easement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources.

7. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the lands underlying this temporary easement is held by GRANTOR. GRANTEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property of GRANTOR including, but not limited to, mortgages or construction liens against the real property described in Exhibit "A" or against any interest of GRANTOR therein.

8. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this temporary easement shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder

shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

9. ENTIRE UNDERSTANDING: This temporary easement sets forth the entire understanding between the parties and shall only be amended with the prior written approval of GRANTOR.

10. TIME: Time is expressly declared to be of the essence of this easement.

11. LIABILITY: GRANTEE shall assist in the investigation of injury or damage claims either for or against GRANTOR or the State of Florida pertaining to GRANTEE'S respective areas of responsibility under this easement or arising out of GRANTEE'S respective management programs or activities and shall contact GRANTOR regarding the legal action deemed appropriate to remedy such damage or claims.

12. AUTOMATIC REVERSION: This temporary easement is subject to automatic termination and reversion to GRANTOR when, in the opinion of GRANTOR, this temporary easement is not used for the purposes outlined herein, and any costs or expenses arising out of the implementation of this clause shall be borne completely, wholly and entirely by GRANTEE.

13. RECORDING OF TEMPORARY EASEMENT: The GRANTEE, at its own expense, shall record this fully executed temporary easement in its entirety in the public records of the county within which the easement site is located within fourteen days after receipt, and shall provide to the GRANTOR within ten days following the recordation a copy of the recorded temporary easement in its entirety which contains the O.R. Book and Pages at which the temporary easement is recorded. Failure to comply with this paragraph shall constitute grounds for immediate termination of this temporary easement agreement at the option of the GRANTOR.

14. GOVERNING LAW: This temporary easement shall be governed by and interpreted according to the laws of the State of Florida.

15. SECTION CAPTIONS: Articles, subsections and other captions contained in this temporary easement are for reference purposes only and are in no way intended to describe, interpret, define or limit the

scope, extent or intent of this temporary easement or any provisions thereof.

16. SPECIAL CONDITIONS: The following special conditions shall apply to this temporary easement:

a) Prior to commencing construction activities, GRANTEE shall construct, at its sole cost and expense, a temporary asphalt pavement and bike path in accordance with the managing agency's construction standards.

b) GRANTEE, at its sole cost and expense, shall move the existing fence approximately 50 feet to the east, construct a new fence to the managing agency's construction standards adequate for the traffic control plan and connect existing parallel fencing to relocated new fence at their expense.

c) GRANTEE shall remove the pavement and bike path and restore the easement area to its original condition as required by paragraph 3 herein within ten days prior to termination of this easement. The restoration includes scarifying the top twelve (12) inches of soil beneath the pavement to remove compacted soil, grassing the entire easement area in accordance with the managing agency's requirements, and constructing a new fence in the location of the original fence in accordance with the managing agency's standards and requirements.

IN WITNESS WHEREOF, the parties have caused this temporary easement to be executed the day and year first above written.

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE
STATE OF FLORIDA

Witness

Print/Type Witness Name

Witness

Print/Type Witness Name

By: _____ (SEAL)
GLORIA C. BARBER, OPERATIONS
AND MANAGEMENT CONSULTANT
MANAGER, BUREAU OF PUBLIC LAND
ADMINISTRATION, DIVISION OF
STATE LANDS, STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL
PROTECTION

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____
day of _____, 20____, by Gloria C. Barber as Operations and
Management Consultant Manager, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department of Environmental
Protection, acting as an agent on for and on behalf of the Board of
Trustees of the Internal Improvement Trust Fund of the State of
Florida. She is personally known to me.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

Approved as to Form and Legality

By: _____
DEP Attorney

Signed, sealed & delivered
In the Presence of:

CITY OF GAINESVILLE, FLORIDA
a Florida municipal corporation

Witness

By: _____ (SEAL)
Pegeen Hanrahan, Mayor

Print/Type Witness Name

Witness

(OFFICIAL SEAL)

Print/Type Witness Name

ATTEST:

By: _____
Kurt M. Lannon, Clerk of the
Commission

"GRANTEE"

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this ____
day of _____, 20____, by PEGEEN HANRAHAN and KURT M. LANNON,
Mayor and Clerk of the Commission, respectively, on behalf 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.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

TEMPORARY EASEMENT - CITY OF GAINESVILLE, FLORIDA
ALACHUA COUNTY

THE UNIVERSITY OF FLORIDA ADDITIONAL SIGNATURE PAGE:

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature for the University of Florida and the Institute of Food and Agricultural Sciences (UF/IFAS).

Approved:

Larry R. Arrington, Interim Senior Vice
President for Agriculture and Natural
Resources

Date

Kevin M. Heinicka, Director,
Facilities Planning and Operations

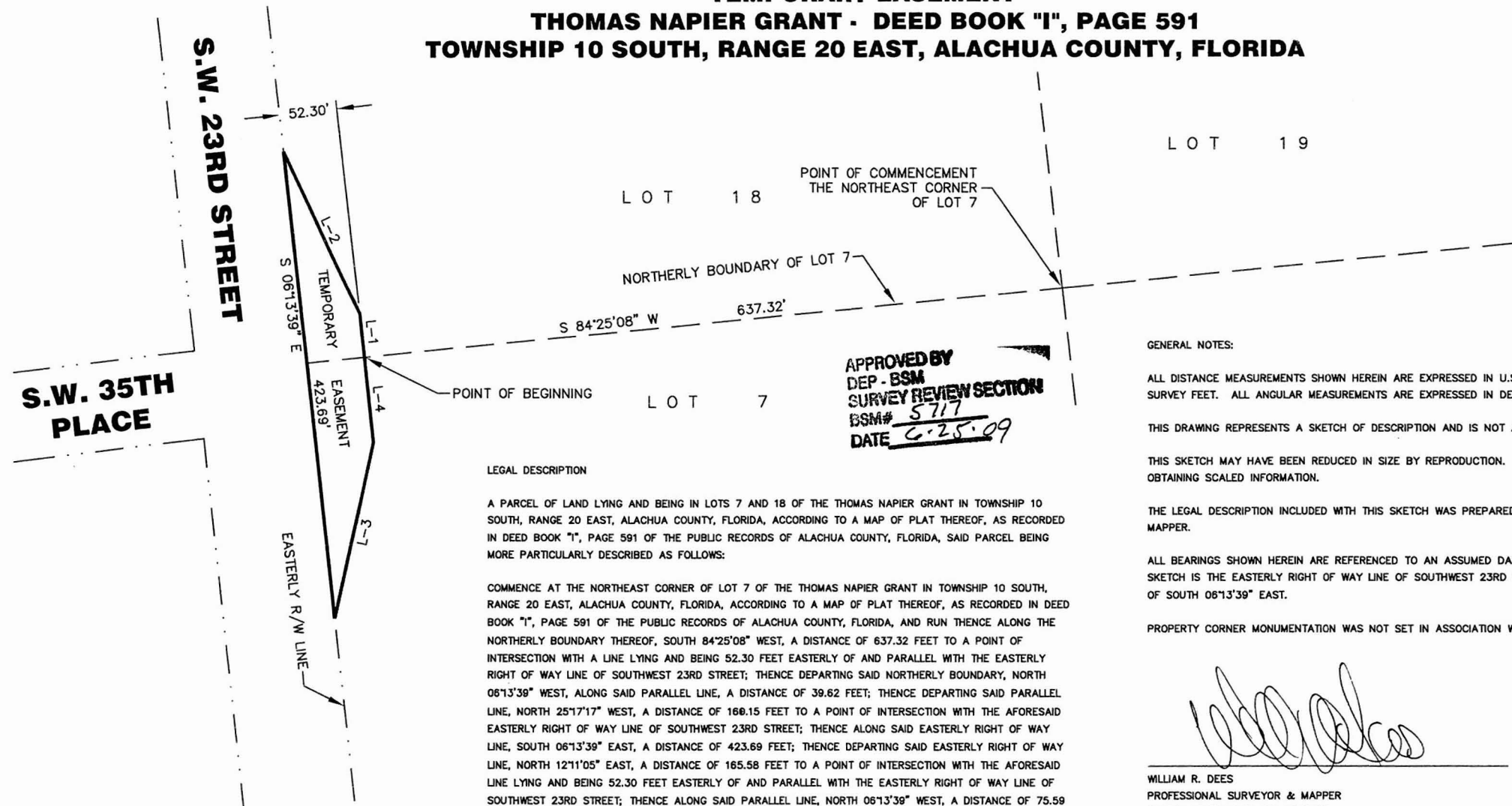
Date

Approved as to form and legality:

Kristina Raattama, Office of the Vice
President and General Counsel

Date

EXHIBIT "A"
TEMPORARY EASEMENT
THOMAS NAPIER GRANT - DEED BOOK "I", PAGE 591
TOWNSHIP 10 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA



LOT 19

LOT 18

NORTHERLY BOUNDARY OF LOT 7

POINT OF COMMENCEMENT
THE NORTHEAST CORNER
OF LOT 7

S 84°25'08" W 637.32'

S 06°13'39" E
TEMPORARY
EASEMENT
423.69'

S.W. 35TH
PLACE

S.W. 23RD STREET

EASTERLY R/W LINE

APPROVED BY
DEP - BSM
SURVEY REVIEW SECTION
BSM# 5717
DATE 6-25-09

GENERAL NOTES:

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 DRAWING REPRESENTS A SKETCH OF DESCRIPTION AND IS NOT A BOUNDARY SURVEY.

THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED INFORMATION.

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

ALL BEARINGS SHOWN HEREIN ARE REFERENCED TO AN ASSUMED DATUM. REFERENCE BEARING FOR THIS SKETCH IS THE EASTERLY RIGHT OF WAY LINE OF SOUTHWEST 23RD STREET WHICH HAS AN ASSUMED BEAR OF SOUTH 06°13'39" EAST.

PROPERTY CORNER MONUMENTATION WAS NOT SET IN ASSOCIATION WITH THE PREPARATION OF THIS SKETCH



WILLIAM R. DEES
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. LS 5493

THE USE OF THE IMAGE OF THE SURVEYOR'S SEAL APPEARING ON THIS SKETCH WAS AUTHORIZED BY WILLIAM R. DEES, LS 5493. UNLESS THIS SKETCH BEARS THE ORIGINAL BLUE INK SIGNATURE AND RAISED EMBOSSE SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER STATED ABOVE, THIS SKETCH IS TO BE USED FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

LEGAL DESCRIPTION

A PARCEL OF LAND LYING AND BEING IN LOTS 7 AND 18 OF THE THOMAS NAPIER GRANT IN TOWNSHIP 10 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA, ACCORDING TO A MAP OF PLAT THEREOF, AS RECORDED IN DEED BOOK "I", PAGE 591 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 7 OF THE THOMAS NAPIER GRANT IN TOWNSHIP 10 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA, ACCORDING TO A MAP OF PLAT THEREOF, AS RECORDED IN DEED BOOK "I", PAGE 591 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND RUN THENCE ALONG THE NORTHERLY BOUNDARY THEREOF, SOUTH 84°25'08" WEST, A DISTANCE OF 637.32 FEET TO A POINT OF INTERSECTION WITH A LINE LYING AND BEING 52.30 FEET EASTERLY OF AND PARALLEL WITH THE EASTERLY RIGHT OF WAY LINE OF SOUTHWEST 23RD STREET; THENCE DEPARTING SAID NORTHERLY BOUNDARY, NORTH 06°13'39" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 39.62 FEET; THENCE DEPARTING SAID PARALLEL LINE, NORTH 25°17'17" WEST, A DISTANCE OF 160.15 FEET TO A POINT OF INTERSECTION WITH THE AFORESAID EASTERLY RIGHT OF WAY LINE OF SOUTHWEST 23RD STREET; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, SOUTH 06°13'39" EAST, A DISTANCE OF 423.69 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, NORTH 12°11'05" EAST, A DISTANCE OF 165.58 FEET TO A POINT OF INTERSECTION WITH THE AFORESAID LINE LYING AND BEING 52.30 FEET EASTERLY OF AND PARALLEL WITH THE EASTERLY RIGHT OF WAY LINE OF SOUTHWEST 23RD STREET; THENCE ALONG SAID PARALLEL LINE, NORTH 06°13'39" WEST, A DISTANCE OF 75.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 14,092.3 SQUARE FEET OR 0.324 ACRES OF LAND, MORE OR LESS.

| NO. | BEARING | DISTANCE |
|-----|---------------|----------|
| L-1 | N 06°13'39" W | 39.62' |
| L-2 | N 25°17'17" W | 160.15' |
| L-3 | N 12°11'05" E | 165.58' |
| L-4 | N 06°13'39" W | 75.59' |

| | | | | | | | | | |
|-----------------------|--|---|--|----------------|------|-------------|---------|-----------|---------------|
| SHEET 1 OF 1 | LOCHRANE ENGINEERING, INC. 2815 N.W. 13TH STREET SUITE 101 GAINESVILLE, FLORIDA (352) 338-1846 FAX: (352) 371-2425 WWW.LOCHRANE.COM CERTIFICATE OF AUTHORIZATION LB 2856 | DESCRIPTION SKETCH (NOT A SURVEY) | PREPARED FOR: THE BOARD OF THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND CITY OF GAINESVILLE, FLORIDA | NO. | DATE | REVISIONS | JOB NO. | 08016.3A | |
| | | | | DATE SURVEYED: | N/A | DATE DRAWN: | 04/27/ | DRAWN BY: | B.F.D. |
| | | | | | | | SCALE: | 1"=100' | FIELD BOOK N. |

L:\Users\jshurave\1-us\Projects\GIS\08016.3A_City of Gainesville\08016.3A_Roundabout_SW 23 Terrace\DWG\ICE.DWG