

This Instrument Prepared By:

City Attorney's Office
P.O. Box 1110
City of Gainesville
Gainesville, Florida 32602

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT, made this _____ day of _____, 2008, by the CITY OF GAINESVILLE, Florida, a municipal corporation, whose post office address is P.O. Box 490, Gainesville, Florida, 32602, ("GRANTOR"), and SOUTHWEST SECOND AVENUE, LLC, a Florida limited liability company, whose mailing address is 408 West University Avenue, Suite 602, Gainesville, FL 32601, ("GRANTEE"),

WITNESSETH:

That the said GRANTOR, for and in consideration of the sum of One Dollar 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 non-exclusive temporary construction easement for the purpose of constructing a pedestrian walkway bridge in connection with that residential condominium development known as "The Palms", as per the License Agreement for Use of Parking Garage, executed on July 12, 2007, and recorded in the Official Records Book 3692, page 1492 of the Public Records of Alachua County, Florida (the "License Agreement"), over, on, and through the following described property in Alachua County, Florida, to wit:

("Insert Legal Description of "Easement Area" here)

SUBJECT TO the following conditions as per the License Agreement:

1. GRANTEE shall, at its sole cost and expense, construct a pedestrian walkway bridge that is architecturally compatible with the GRANTOR'S Southwest Downtown Parking Garage (the "Garage") with the design and location of the pedestrian walkway bridge subject to the approval of the GRANTOR.

2. GRANTOR'S use of the Garage during construction, with the exception of the areas included in this easement, shall remain uninterrupted.

The GRANTEE, its successors and assigns, by acceptance of this Easement, hereby agrees it shall not adversely impact pre-existing improvements within the Easement Area during the construction period. If such adverse impacts are unavoidable during the construction period, GRANTEE shall be solely responsible for restoring the pre-existing improvements to the same condition that existed before the construction activities within a reasonable time period after completion of the construction activity that caused the adverse impact.

The GRANTEE, its successors and assigns, by acceptance of this Easement, hereby agrees to indemnify and hold harmless the GRANTOR, its elected and appointed officers, employees or agents from all claims and suits for damage to property and injuries to persons, including death, and all judgments, court costs, attorneys' fees and other expenses arising out of or relating to the exercise of the rights granted hereunder.

TO HAVE AND TO HOLD the same unto the said GRANTEE, its successors and assigns, until GRANTEE, its successors and assigns, has completed construction of the pedestrian walkway bridge, or twelve months from the date this Easement is executed, whichever first occurs. Upon which this Easement shall terminate, all rights hereunder shall be extinguished and shall revert to the GRANTOR.

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

GRANTOR:

WITNESSES

CITY OF GAINESVILLE

Print Name

Pegeen Hanrahan, Mayor

Print Name

ATTEST:

Kurt M. Lannon
Clerk of the Commission

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by PEGEEN HANRAHAN and KURT M. LANNON, Mayor and Clerk of the Commission, respectively, 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.

Print Name:

Notary Public, State of Florida

My Commission Expires:

Agreed to and accepted by:

GRANTEE:

WITNESSES

Southwest Second Avenue, LLC

By:

Print Name

Print Name

Title:

Date:

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me on this ____ day of _____, 2008 by _____, as _____ of Southwest Second Avenue, LLC, on behalf of such entity. He is personally known to me or did produce a _____ as identification.

Print Name: _____

Notary Public, State of Florida

My Commission Expires: