

RETURN TO CLERK OF THE COMMISSION

This Instrument Prepared By:
Diana L. Vogel, Contract Right-of-Way Agent
c/o City of Gainesville Public Works Department
P. O. Box 490, Mail Sta. #58
Gainesville, FL 32614-7117

Tax Parcel No. 11204-000-000
Section 3, Township 10 South, Range 20 East

980805

CIRCUIT COURT CLERK
J.K. "Buddy" Irby
ALACHUA COUNTY, FL
Date 02/08/1999 11:09
Document ID 1590052
Book/Page 2215/ 2563

DTAX 0.70

EASEMENT

THIS EASEMENT, made this 24 day of August, 1998, by
CALLIE N. LAWSON, as Guardian for JAMES LEE LAWSON, whose post office address is
113 N. E. 18th Street, Gainesville, Florida 32601, GRANTOR, and CITY OF GAINESVILLE, Florida,
a municipal corporation, with its post office address at 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 purposes of constructing, operating and
maintaining a public roadway and public utility facilities and related appurtenances, including but not
limited to stormwater management facilities and related appurtenances, over, under, upon and through
the following described property in Alachua County, Florida, to wit:

See Exhibit "A" Attached Hereto and Made a Part Hereof.

The rights herein granted to GRANTEE by GRANTOR specifically include: (a) the right for
GRANTEE to construct, locate, 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, endangers or interferes 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.

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 or the opening side of any pad mounted transformer; three (3')
from water meters and valve box centers; and one foot (1') on the other three sides of any pad mounted
transformer. Fire hydrants must be accessible from the roadway or closest paved surface.

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 excavates 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.

pick up
RETURN TO

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.

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 in our presence as witnesses:

Amy G. Roberts
Print Name: Amy G. Roberts
M. Susan Fulford
Print Name: M. Susan Fulford

Callie N. Lawson
CALLIE N. LAWSON, as Guardian
for JAMES LEE LAWSON

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 24 day of August, 1998, by CALLIE N. LAWSON, as Guardian for JAMES LEE LAWSON, who is personally known to me or who ~~has~~ is personally known to me as identification.

S. M. M.
Print Name: _____
Notary Public, State of Florida
Commission No. _____
My Commission Expires: _____



(SEAL)

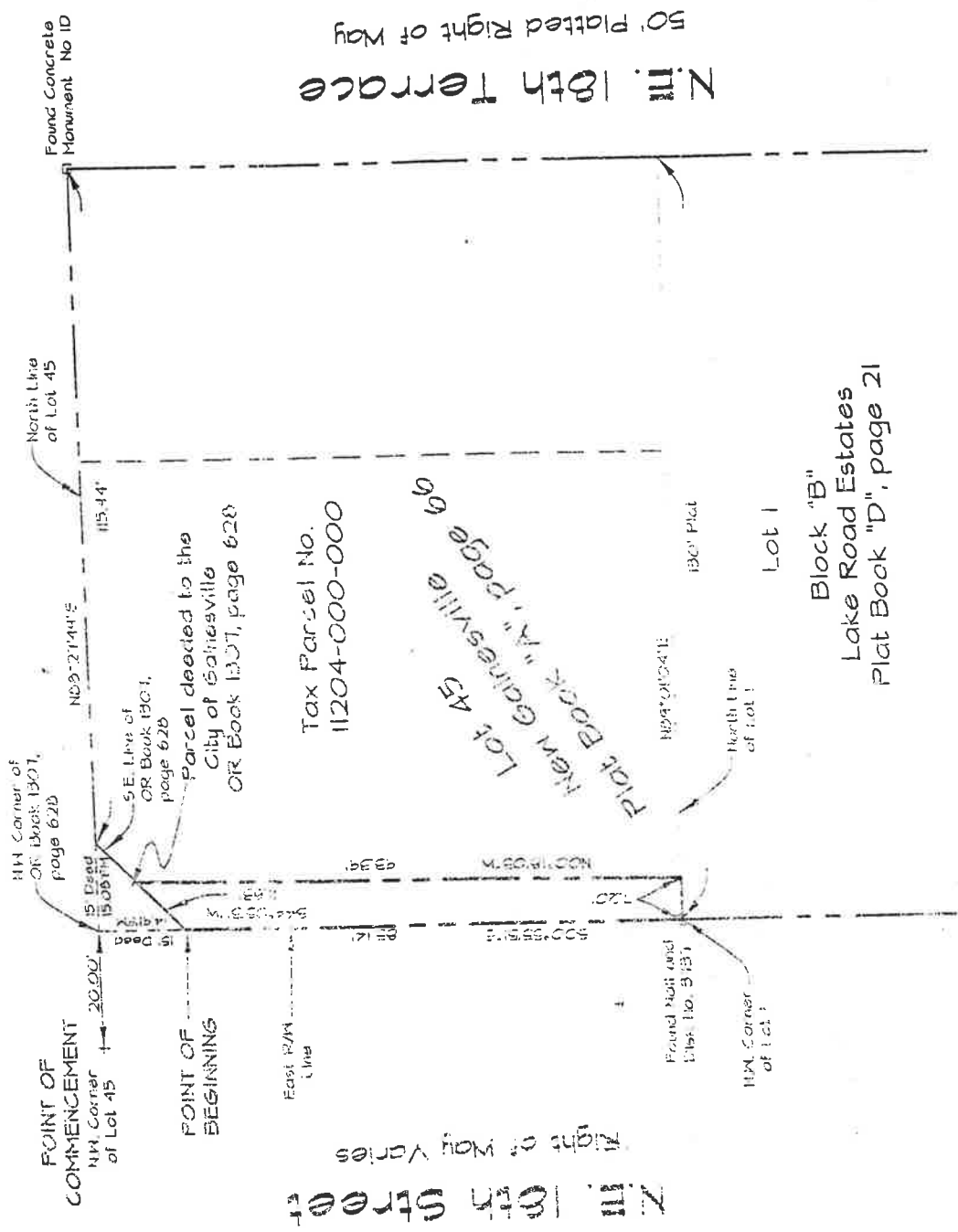
Approved as to Form and Legality

By: Schwan Mante
Assistant City Attorney
City of Gainesville, Florida

EXHIBIT "A"

N.E. 3rd Avenue

Right of Way Varies



A parcel of land located in Lot 45 of New Gainesville a subdivision as recorded in Plat Book "A", page 66 of the Public Records of Alachua County, Florida, said parcel being more particularly described as follows:

Commence at the northwest corner of said Lot 45 and run N 88°21'49" E along the north line of said Lot 45 a distance of 30.00 feet to the northwest corner of that parcel decided to the City of Gainesville by Official Record Book 1307, page 62b; thence run S 00°55'51" E a distance of 15.00 feet to a point on the east right of way line of N.E. 18th St and the Point of Beginning; thence continue S 00°55'51" E along said east right of way line a distance of 85.14 feet to the northwest corner of Lot 1 of Lake Road Estates, a subdivision as recorded in Plat Book "D", page 21 of said Public Records; thence run N 84°01'04" E along the north line of said Lot 1 a distance of 7.20 feet; thence run N 00°15'05" N a distance of 49.84 feet to the southeast line of said parcel decided by Official Record Book 1307, page 62b; thence run S 44°05'31" N along said southeast line a distance of 11.64 feet to the Point of Beginning said parcel containing 687 square feet, more or less.



Scale: 1" = 30'



Prepared by:
Frank Host
 FRANK HOST FSM #3907

THIS IS NOT A SURVEY



CITY OF GAINESVILLE
PUBLIC WORKS DEPARTMENT
 306 NW 6th Avenue, Gainesville, Florida 32602
 Telephone: (352) 334-2051 FAX: (352) 331-3250

Project No.	11204
Sheet No.	46-11
Scale	1 of 1
Project Name	NE 18th STREET
Project Description	EASEMENT (TP# 11204)