

This instrument prepared by
and return to:
Patrice Boyes, Esq.
FBN# 892520
Patrice Boyes, P.A.
P.O. Box 358584
Gainesville, Florida 32635
PH: 352-372-2684

GENERAL MANAGER CONSENT #040958
FEBRUARY 14, 2005

(SPACE ABOVE THE LINE RESERVED FOR RECORDING INFORMATION)

FIRST AMENDED DRAINAGE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2004, by and between Eugene B. Haufler, trustee of the Eugene B. Haufler Revocable Trust, Oscar E. Haufler, trustee of the Oscar E. Haufler Revocable Trust, and Ernest L. Haufler, trustee of the Ernest L. Haufler Revocable Trust and Thirty-Ninth Avenue Limited Partnership, Ltd., a Florida limited partnership (collectively the "Hauflers"), the **Grantors**; and Svend Preben Olsen and Svend Peter Olsen; Environmental Consulting & Technology, Inc., d/b/a ECT, a Florida corporation; Alachua County, Florida, through its Board of County Commissioners; the City of Gainesville, Florida; Michael D. and Cathy R. Shannon; Gail L. Lytle; Eugene A. Craig, E. McKeithen Craig and Brian D. Craig; James Van Gasbeck; Michael Oransky; John Pla, trustee of Callison View Trust; Janine Tash and William W. Crosby; William Stephen and Sharman Leigh Tinney; and Risser Petroleum, Inc., a Florida corporation, the **Grantees**;

WITNESSETH

WHEREAS, the parties or their predecessors entered into that certain "Drainage Agreement" dated February 19, 1991, and recorded at O.R. Book 1829, Page 1590 of the public records of Alachua County, Florida;

WHEREAS, the purpose of the Drainage Agreement was to manage a specified volume of grantees' stormwater pursuant to a series of express easements over and onto a specifically described portion of the Hauflers' property in Section 19, Township 9S, Range 19E, Alachua County, Florida;

WHEREAS, the respective parties have complied with their obligations under the existing agreement and none is in default;

WHEREAS, the parties wish to amend the original agreement to provide for more flexibility in the management of that stormwater while preserving the rights and duties enumerated in the original agreement;

WHEREAS, to accomplish amendment of the original agreement, Grantors and Grantees wish to terminate and extinguish the easements therein, and enter into substitute easements;

10. To the extent this amendment does not alter certain terms of the Drainage Agreement dated February 19, 1991, those terms remain in full force and effect.

11. This First Amended Drainage Agreement may be executed in duplicate counterpart.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Drainage Agreement as of the date first written above.

Witnesses as to Grantors:

Eugene B. Haufler Revocable Trust

Eugene B. Haufler, Trustee

Witnesses as to Grantors:

Oscar E. Haufler Revocable Trust

Oscar E. Haufler, Trustee

Witnesses as to Grantors:

Ernest L. Haufler Revocable Trust

Ernest L. Haufler, Trustee

Witnesses as to Grantees:

Carol Sharloe
CAROL SHARLOE

Ramona M Chance
RAMONA M CHANCE

Svend Preben and Svend Peter Olsen

Svend Preben Olsen
Svend Preben Olsen

Svend Peter Olsen
Svend Peter Olsen

E. McKeithen Craig

Brian D. Craig

Witnesses as to Grantees:

Maria Deane

maria scorse
Ramona M. Chance

Ramona M. CHANCE

James Van Gasbeck

James Van Gasbeck

James Van Gasbeck

Witnesses as to Grantees:

Michael Oransky

Michael Oransky

Witnesses as to Grantees:

John Pla, Trustee of Callison View Trust

John Pla, Trustee

Witnesses as to Grantees:

Janine C. Tash and William W. Crosby

Janine C. Tash

William W. Crosby

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by Ernest L. Haufler, as Trustee of the Ernest L. Haufler Revocable Trust, and who is known/produced identification in the form of _____ to me.

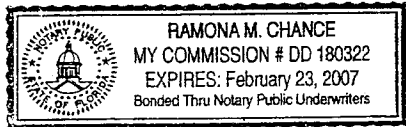
SEAL

Notary Public

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 4 day of August, 2004, by Svend Preben Olsen and Svend Peter Olsen, and who have known/produced identification in the form of R DRIVERS. LLC to me.

SEAL



Ramona M Chance

Notary Public

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by Jack D. Doolittle, President of Environmental Consulting & Technology, Inc., a Delaware corporation on its behalf. He is known/produced identification in the form of _____ to me.

SEAL

Notary Public

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by _____ the _____ of the City of Gainesville, Florida, on its behalf. He is known/produced identification in the form of _____ to me.

SEAL

Notary Public

**STATE OF FLORIDA
COUNTY OF ALACHUA**

The foregoing instrument was acknowledged before me this ____ day of _____, 2004, by Michael Oransky. He is known/produced identification in the form of _____ to me.

SEAL

Notary Public

**STATE OF FLORIDA
COUNTY OF ALACHUA**

The foregoing instrument was acknowledged before me this ____ day of _____, 2004, by John Pla, as Trustee of the Callison View Trust, and who is known/produced identification in the form of _____ to me.

SEAL

Notary Public

**STATE OF FLORIDA
COUNTY OF ALACHUA**

The foregoing instrument was acknowledged before me this ____ day of _____, 2004, by William Stephen Tinney and Sharman Leigh Tinney, and who have known/produced identification in the form of _____ to me.

SEAL

Notary Public

**STATE OF FLORIDA
COUNTY OF ALACHUA**

The foregoing instrument was acknowledged before me this ____ day of _____, 2004, by Donald G. Foreman, President of 39th @ I075 Convenience Store, Inc., a Florida corporation on its behalf. He is known/produced identification in the form of _____ to me.

SEAL

Notary Public

This instrument prepared by
and return to:
Patrice Boyes, Esq.
FBN# 892520
Boyes & Associates, P.A.
P.O. Box 1424
Gainesville, Florida 32306
PH: 352-372-2684

_____(SPACE ABOVE THE LINE RESERVED FOR RECORDING INFORMATION)_____

EASEMENT

THIS EASEMENT, made this ____ day of _____, 2004, by Eugene B. Haufler, Trustee of the Eugene B. Haufler Revocable Trust, Oscar E. Haufler, Trustee of the Oscar E. Haufler Revocable Trust, and Ernest L. Haufler, Trustee of the Ernest L. Haufler Revocable Trust and Thirty-Ninth Avenue Limited Partnership, Ltd., a Florida limited partnership (collectively the "Hauflers"), and the City of Gainesville, Florida ("City"), and is given pursuant to an agreement between Eugene Haufler, Ernest Haufler, and Oscar Haufler, Herbert M. Webb, Trustee and Alachua County, Florida, by and through its Board of County Commissioners, dated February 19, 1991, recorded in O.R. Book 1829, Page 1590, Public Records of Alachua County, Florida, and is subject to the terms and conditions of said agreement.

WHEREAS, the parties have entered into a "First Amended Drainage Agreement" dated _____, _____, 2003, and recorded at O.R. Book _____, Page _____ that terminates and extinguishes the easement recorded at O.R. Book 1898, Page 0577, of the public records of Alachua County, Florida;

WITNESSETH: That the Hauflers, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, paid each to the other, receipt of which is hereby acknowledged, has given and granted, and by these presents does give and grant unto the City, their successors and assigns, a substitute (perpetual), non-exclusive easement over and across the following property described in Exhibit "A" ("Haufler Property"), attached hereto and made a part hereof, located in Alachua County, Florida for the purpose of flowage and storage of stormwater runoff and drainage over, across and beneath the surface of said land from PARCELS 3, 4, 5, 6, and 7 as described at O.R. Book 1898, page 581, public records of Alachua County, Florida. The Hauflers shall be responsible for managing the City stormwater discharge and, all construction and maintenance costs associated with the drainage improvements within the Haufler Property. The Hauflers will not be responsible for construction of any connection conveyance systems required to reach the Haufler Property nor any of the costs incident thereto except Hauflers shall be responsible to repair or replace any disturbance with the connection to an existing Drainage Structure as described on Exhibit A attached hereto and incorporated by reference which is caused by the release of the existing Drainage Easement recorded in O.R. Book 1898, page 577, public records of Alachua County, Florida.

**STATE OF FLORIDA
COUNTY OF ALACHUA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by Eugene B. Haufler, as Trustee of the Eugene B. Haufler Revocable Trust, and who is known/produced identification in the form of _____ to me.

SEAL

Notary Public

**STATE OF FLORIDA
COUNTY OF ALACHUA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by Oscar E. Haufler, as Trustee of the Oscar E. Haufler Revocable Trust, and who is known/produced identification in the form of _____ to me.

SEAL

Notary Public

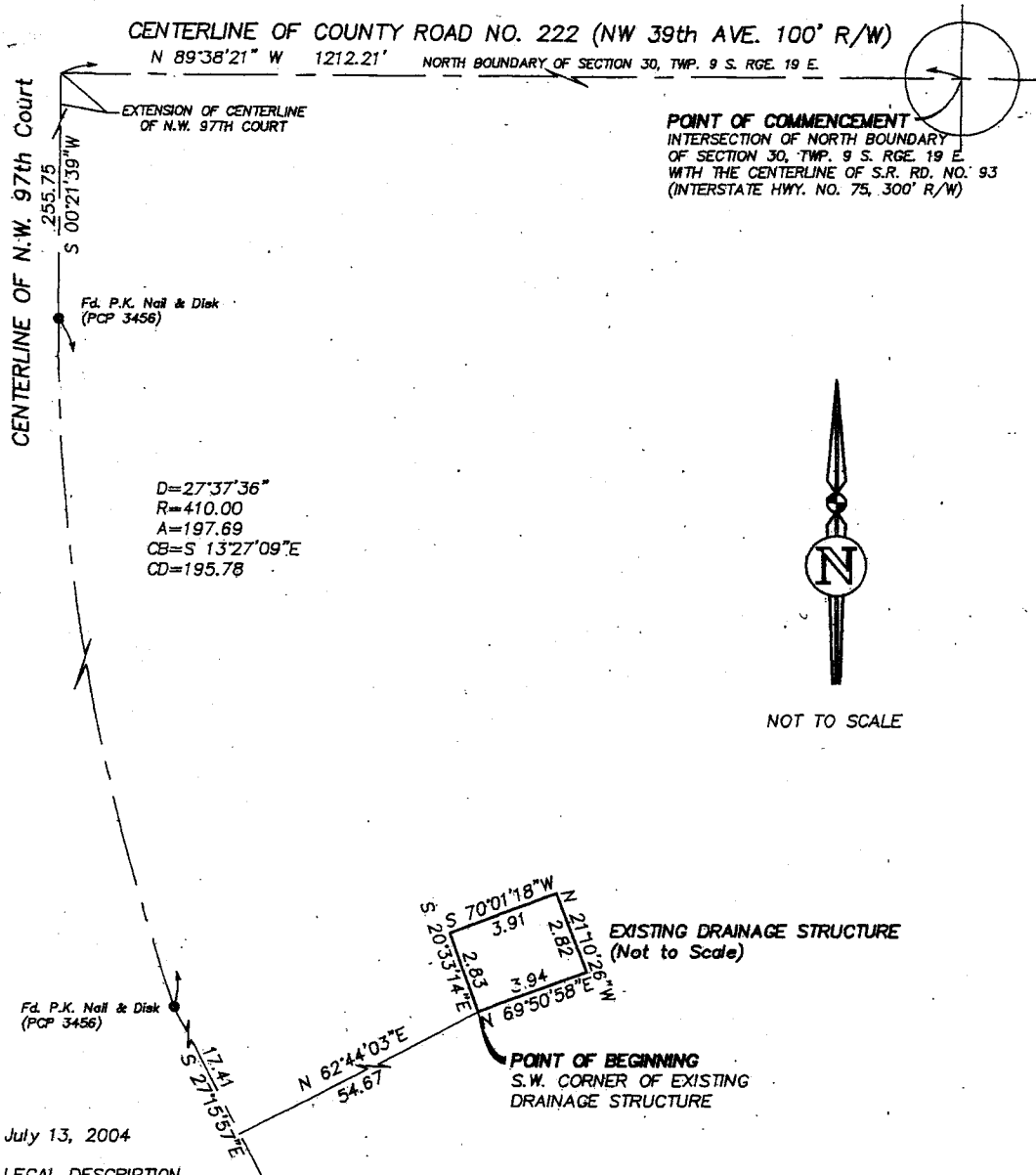
**STATE OF FLORIDA
COUNTY OF ALACHUA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by Ernest L. Haufler, as Trustee of the Ernest L. Haufler Revocable Trust, and who is known/produced identification in the form of _____ to me.

SEAL

Notary Public

EXHIBIT "A"



July 13, 2004

LEGAL DESCRIPTION
 For: Gainesville Regional Utilities
 (Description of Existing Drainage Structure at west side of
 GRU Springhills Service center)

A portion of Section 30, Township 9 South, Range 19 East, Alachua County, Florida; being more particularly described as follows:

Commence at the intersection of the north boundary of Section 30, Township 9 South, Range 19 East, with the centerline of State Road No. 93 (Interstate Highway No. 75, 300' R/W) and run thence North 89°38'21" West, along said north boundary and along the centerline of County Road No. 222 (NW 39th Avenue 100' R/W), 1212.21 feet to a point at the intersection of the extension of the centerline of NW 97th Court; thence South 00°21'39" West, along said extension and along said centerline 255.75 feet to the beginning of a curve concave northeasterly and having a radius of 410.00 feet; thence southeasterly along the arc of said curve and along said centerline through a central angle of 27°37'36", an arc distance of 197.69 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of South 13°27'09" East, 195.78 feet; thence South 27°15'57" East, along said centerline 17.41 feet; thence North 62°44'03" East, 54.67 feet to the southwest corner of an existing drainage structure and the POINT OF BEGINNING; thence North 69°50'58" East, 3.94 feet to the southeast corner of said structure; thence North 21°10'26" West, 2.82 feet to the northeast corner of said structure; thence South 70°01'18" West, 3.91 feet to the northwest corner of said structure; thence South 20°33'14" East, 2.83 feet to the POINT OF BEGINNING.

LEGAL DESCRIPTION SKETCH OF

**DRAINAGE STRUCTURE AT WEST SIDE OF
 GAINESVILLE REGIONAL UTILITIES SPRINGHILL
 SERVICE CENTER RETENTION BASIN**

FOR: GAINESVILLE REGIONAL UTILITIES

RN.	HE	CHKD/HE	DHD	F/W COMP	DWG COMP	PROJ. NO.	FLD BK	PAGE NO.
				7/12/04	7/23/04	04-251	803	last

THIS SKETCH OF LEGAL DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER 61C17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 (2003), FLORIDA STATUTES.
 ENG. DENMAN & ASSOCIATES, INC.
 FLORIDA CERTIFICATE OF AUTHORIZATION NO. LB-2389 BY: *[Signature]* LS 5042 DATE: 7/13/04
 H.C. Edwards

THIS IS NOT A BOUNDARY SURVEY
 NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

ENG. DENMAN & ASSOC. INC.
 ENGINEERS * SURVEYORS * PLANNERS
 2404 N.W. 43rd ST.
 GAINESVILLE, FLORIDA 32606
 TEL. (352) 373-3541 FAX (352) 373-7249
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