

AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, between **James D. Henderson, II and Frederick L. Henderson, as Trustees under the provisions of that certain Trust Agreement dated May 29, 1959, known as “Prairie View Trust”** (OWNER), whose post office address is 3501 South Main Street, Gainesville, Florida 32601-9031 and the **City of Gainesville**, a municipal corporation of the State of Florida (CITY), P.O. Box 490, Gainesville, Florida 32627.

WITNESSETH:

WHEREAS, the OWNER owns property commonly known as Alachua County Tax Parcel 7240-045-000 (the Premises), located at 4725 Southwest 40<sup>th</sup> Boulevard, Gainesville, Florida, and;

WHEREAS, the total Premises consists of approximately 44 acres and contains 150 foot wide power transmission line easement, adjacent to I-75, and;

WHEREAS, the CITY desirous to install a public road, extending Southwest 40<sup>th</sup> Boulevard from its terminus, south of Archer Road to the terminus of Southwest 47<sup>th</sup> Avenue, and;

WHEREAS, the CITY would like to construct and maintain the public road in the transmission line easement area and associated stormwater retention to be contained in the Premises, and;

WHEREAS, it is in the best interest of the CITY and is for the benefit of the public that the OWNER grant the CITY use of a portion of the Premises.

NOW, THEREFORE, in consideration of the mutual promises and consideration contained in this agreement, the parties agree as follows:

1. On or before December 3, 2017, the OWNER agrees to grant onto the City certain land rights, collectively referred to as “Land Rights”, over portions of the Premises as follows:

Exhibit “A”, a Right of Way Deed for Public Right of Way.

Exhibit “B”, a Warranty Deed for Stormwater Management Facilities 2 & 3 for the stormwater retention associated with the right of way.

Exhibit “C”, an Ingress/Egress Easement for access to and from Stormwater Management Facilities 2 & 3.

Exhibit “D”, a Blanket Temporary Construction Easement for the grading of adjacent properties to the Public Right of Way, Stormwater Management Facilities, and construction of the Floodplain Compensation Area.

Exhibit “E”, a Conservation Easement, consisting of 5.31 acres, in favor of the Saint Johns River Water Management District and the City of Gainesville as mitigation for the wetland impacts of Stormwater Management Facilities 2 & 3.

2. By the time of conveyance of the Land Rights, the CITY will compensate the OWNER \$361,286 for Stormwater Management Facilities 2 & 3 and an additional \$26,500 for the 5.31 acre Conservation Easement.
3. Representations and Warranties concerning the OWNER of the Property; Transfer of Title:

Owner represents and warrants to the CITY as follows:

- a. That the Premises are owned in fee simple by OWNER;
  - b. That the Premises are free of all liens and encumbrances and Owner, has good, marketable title;
  - c. That OWNER is not aware of any existing site conditions that will or have the potential to adversely impact the CITY’s planned Right of Way and Stormwater Management Facilities;
  - d. Will be responsible for the services to provide the ecological descriptions required for the mitigation area.
  - e. That the OWNER will be responsible for the cost of any title policy.
4. The CITY is responsible for:
    - a. Providing all boundary surveys and legal descriptions;
    - b. Providing all closing documents;
    - b. The CITY will be responsible for control of all invasive species and all monitoring of the mitigation area.
  5. Notices - Any notice given pursuant to this agreement shall be hand delivered or sent via U.S. mail, return receipt requested to:

As to the OWNER:

James D. Henderson, II and Frederick L. Henderson, Trustees  
Prairie View Trust  
3501 South Main Street  
Gainesville, Florida 32601-9031

As to the CITY:

City Manager  
200 East University Avenue  
Gainesville, Florida 32601

- 5. If a default occurs, upon giving ten (10) days written notice of such default to the defaulting party, if the default has not been cured, the non-defaulting party may proceed to enforce this agreement. The parties do not waive any rights or remedies under common law. In the event legal action becomes necessary to enforce this Agreement, the laws of Florida will control. Venue is in Alachua County, Florida.
- 6. The Agreement shall bind both parties, their partners, successors, assigns, and legal representatives with respect to all covenants, agreements, and obligations contained in all this Agreement.
- 7. This Agreement embodies the entire understanding of the parties in this regard and there are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the same subject matter except as to Easements. This instrument may be amended or modified only by an instrument of equal formality signed by the respective parties.
- 8. Upon conveyance of the Land Rights this agreement shall be deemed terminated and of no further force and effect.

In witness, the parties have executed this agreement at Gainesville, Alachua County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

For the OWNER  
Prairie View Trust

\_\_\_\_\_  
James D. Henderson, II, Trustee

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Frederick L. Henderson, Trustee

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Signature

For the CITY  
City of Gainesville

---

Anthony Lyons, Manager

---

Witness Signature

---

Witness Signature