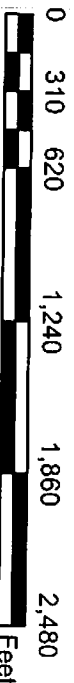
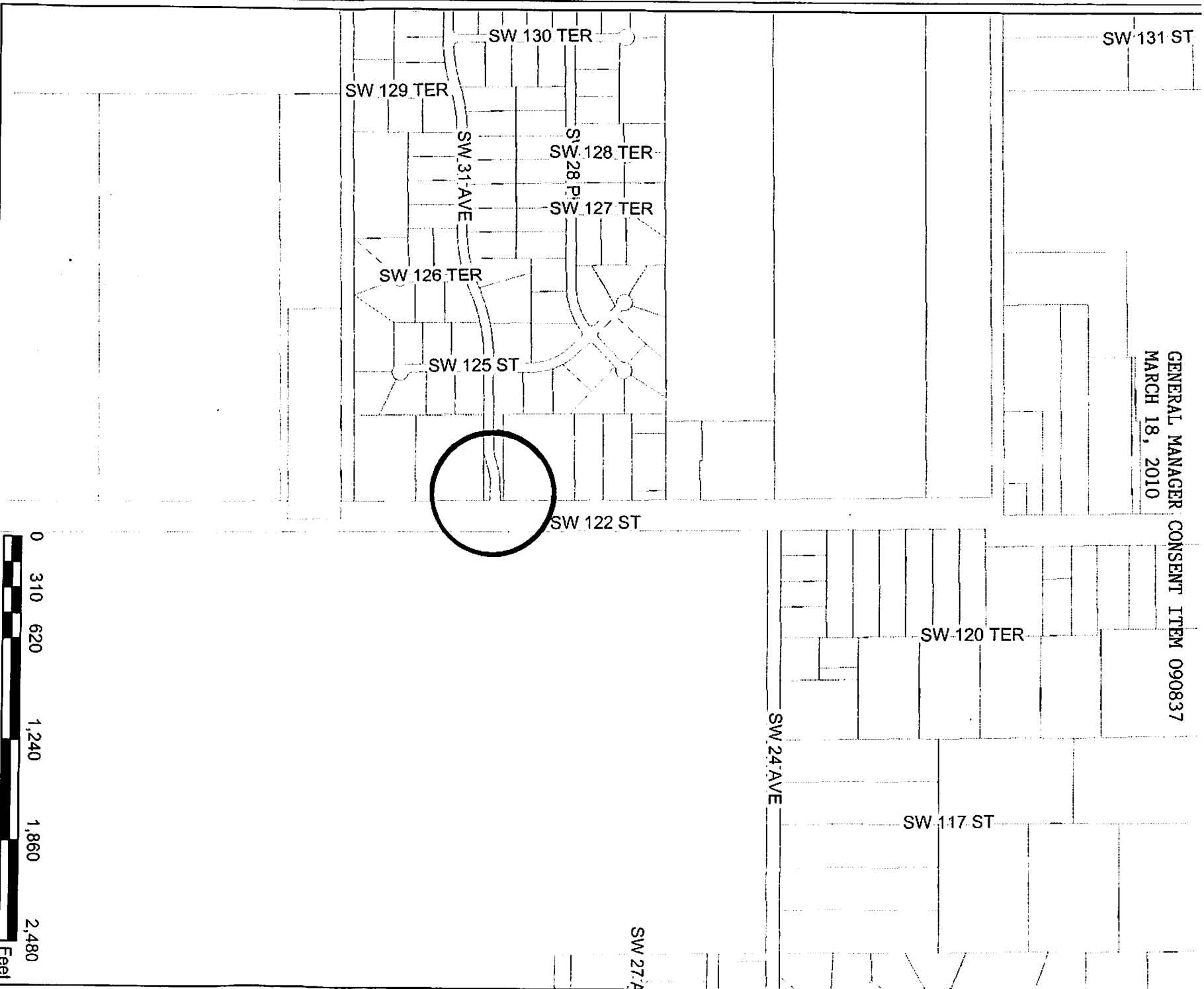


GENERAL MANAGER CONSENT ITEM 090837
MARCH 18, 2010



Energy Delivery Department - Engineering
Water/Wastewater Engineering Department
Gainesville Regional Utilities has prepared the information depicted on this map for its own use. It is not intended to be, nor should it be relied upon by others for any other purpose. Gainesville Regional Utilities assumes no responsibility for errors or omissions in the information on this map. Further information may be obtained by contacting the Engineering Division by calling (352) 334-3400, ext. 1515 or ext. 1610.

This instrument prepared by:
Robert W. Wigglesworth
Public Works Department
P.O. Box 1188
Gainesville, FL 32602-1188

GRU Transmission Line
SW 122nd Street at SW 31st Avenue
ALACHUA COUNTY, FLORIDA

DRAINAGE EASEMENT

THIS EASEMENT, made this _____ day of _____, A.D., 2010, by the **City of Gainesville, Florida**, a municipal corporation, whose mailing address is Post Office Box 490, Gainesville, Florida, 32602, as party of the first part and **Alachua County**, a political subdivision of the State of Florida, by and through its board of County Commissioners, as part of the second part.

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of ONE DOLLAR, 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 party of the second part, its licensees, agents, successors, assigns and allied and associated companies, a non-exclusive perpetual Drainage Easement in, over above, across and beneath the surface of the following described property in Alachua, County Florida, to wit.

A parcel of land being more particularly described in **Exhibit "A"** as attached hereto and by reference made a part hereof.

Subject to all previously recorded easements, restrictions, encroachments and/or rights of way.

THIS EASEMENT does not preclude the party of the first part, their successors or assigns, from using said described property in any way which is compatible with the rights granted to the party of the second part by this easement. The party of the second part, however, shall be responsible for any damages to the party of the first part's use resulting from the exercise of the party of the second part's rights under this easement.

The maintenance of this drainage easement, along with the existing catch basin, concrete pipe and mitered end section shall be maintained by Alachua County (party of the second part). The property management and mowing shall remain the responsibility of the City of Gainesville (party of the second part).

Liability: Alachua County, as a political subdivision of the State of Florida, agrees to be fully responsible for its negligent acts or omissions, which relate to, or arise out of this agreement, or by the use of the said property. Nothing herein shall be construed as consent by Alachua County to be sued by a third party in any matter arising out of this

agreement, or construed as a waiver of sovereign immunity, the limits of liability, or other provisions of Section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the said party of the first part has hereunto set their hand and seal on the day and year first above-written.

Signed, sealed and delivered
in the presence of:

City of Gainesville,
a Florida Municipal Corporation

sign

print name

sign

print name

By: _____

Pegeen Hanrahan, Mayor

Approved as to form and Legality

By:  _____

Raymond O. Manasco, Jr.
Utilities Attorney
City of Gainesville, FL

Attest:

By: _____

Kurt M. Lannon
Clerk of the Commission

**STATE OF FLORIDA
COUNTY OF ALACHUA**

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by Pegeen Hanrahan and Kurt M. Lannon, the 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, and acknowledged as such officers, 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 _____

Print name _____

Commission Expires: _____

Notary I.D. No.: _____

(SEAL)

Exhibit "A"

That part of the East ½ of Section 14, Township 10 South, Range 18 East, Alachua County, Florida, and being more particularly described as follows:

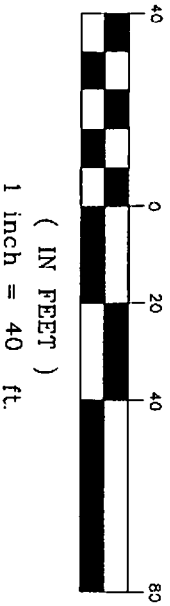
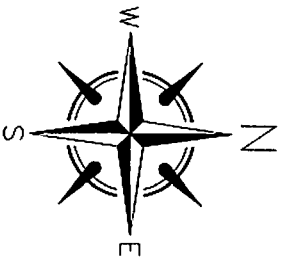
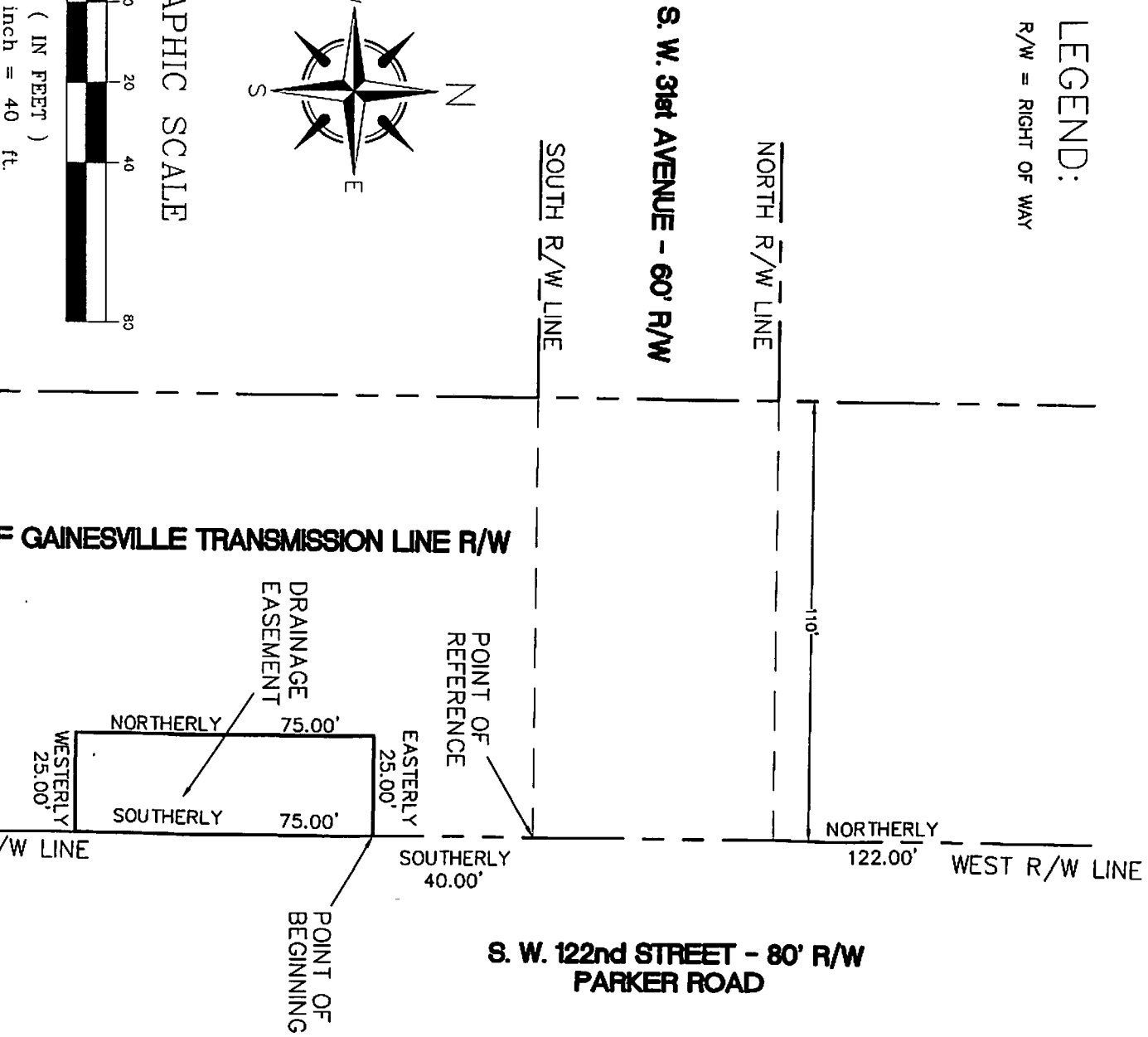
Commence at an intersection of the west right of way line of SW 122 Street, aka Parker Road (80.0 foot right of way) with the easterly prolongation of the south right of way line of SW 31 Avenue for a Point of reference; thence Southerly, along said west right of way line, a distance of 40.00 feet to the Point of Beginning; thence continue Southerly, along the said west right of way line, a distance of 75.0 feet; thence Westerly, parallel with the said south right of way line, a distance of 25.0 feet; thence Northerly, parallel with the said west right of way line, a distance of 75.0 feet; thence Easterly, parallel with said south right of way line, a distance of 25.0 feet to an intersection with the said west right of way line and also being the Point of Beginning.

LEGAL DESCRIPTION SKETCH

SITUATED IN SECTION 14, TOWNSHIP 10 SOUTH, RANGE 18 EAST
ALACHUA COUNTY, FLORIDA

THIS IS NOT A BOUNDARY SURVEY.

LEGEND:
R/W = RIGHT OF WAY



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

<p><i>Stephen J. Emmons</i> STEPHEN J. EMMONS Professional Surveyor & Mapper Fla. License No. 6185</p>	<p>10-29-2009 Date</p>	<p>ALACHUA COUNTY PUBLIC WORKS SURVEYING PHONE: 352-336-3249 FAX: 352-336-3245 GAINESVILLE, FLORIDA 32655</p>
<p>SURVEY DATE N/A</p>	<p>REVISION DATE(S)</p>	<p>DRAWING SCALE 1" = 40'</p>
<p>DRAFTER S. EMMONS</p>	<p>COMPUTER FILE 09-046.dwg</p>	<p>PROJ. NO. 09-046</p>
<p>SHEET NO. 1 of 1</p>		

This instrument prepared by
Robert W. Wigglesworth
Public Works Department
Post Office Box 1188
Gainesville, FL 32602-1188

GRU Transmission Line
SW 122nd Street at SW 31st Avenue
Alachua County, Florida

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT, made this _____ day of _____, A.D. 2010, by the **City of Gainesville, Florida**, a municipal corporation, whose mailing address is Post Office Box 490, Gainesville, Florida, 32602, as party of the first part and **Alachua County**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, as party of the second part.

WITNESSETH: That the said party of the First part, for and in consideration of the sum of ONE DOLLAR, 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 party of the second part, its licensees, agents, successors, assigns and allied and associated companies, a Temporary Construction Easement (TCE) in, over and above, across and beneath the surface of the following described property in Alachua County, Florida, to wit:

A parcel of land being more particularly described in **Exhibit "A"**, as attached hereto and by reference made a part herein.

Subject to all previously recorded easements, restrictions, encroachments and/or rights of way.

For the purpose of Alachua County to remove the existing mitered end section and the existing elliptical reinforced concrete pipe along the north side of SW 31st Avenue west, of SW 122nd Street, in order to construct 16 linear feet of 14" by 23" elliptical reinforced concrete pipe with a mitered end section. This includes matching existing invert elevations as well as re-grading the swales in order to provide positive drainage.

This Temporary Construction Easement is being granted upon the following conditions:

1. The City of Gainesville gives Alachua County and/or the County's Contractor permission to enter their property (GRU Transmission Line right of way) along

- County Road SW 122nd Street (Parker Road) at SW 31st Avenue; and
2. Alachua County and/or the County's Contractor shall be responsible for repairing any damage incurred to said described property or structures by their respective employees, vehicles and/or equipment; and.
 3. Alachua County and/or the County's Contractor shall be responsible for restoring said property to its original condition, or as close to the original condition as possible; and
 4. The City of Gainesville shall not be responsible to the County or the County's Contractor, their agents, servants, employees, representatives, guest, or to any person claiming through the County and/or the County's Contractor for injury, loss, or damage, whether to person, including death arising therefrom, or to the property suffered by the County and/or the County's contractor, or any such person upon said property from any cause whatsoever; and
 5. Alachua county and/or the County's Contractor, agrees to be fully responsible for any negligent acts or omissions, which relate to or arise out of this agreement to use the said described property. Nothing herein shall be construed as consent by the County to be sued by third parties in any matter arising out of this easement, or construed as a waiver of sovereign immunity, the limits of liability, or other provisions of Section 768.28, Florida Statutes.

This Temporary Construction Easement shall expire upon one year from the date of this execution or upon the completion of this project, or whichever first occurs, at which time all interest shall immediately revert back to the City of Gainesville.

IN WITNESS WHEREOF, the undersigned has acknowledged and sealed before these present on this day of _____ day of _____, 2010.

Signed, sealed and delivered
in the presence of:

sign:

print

sign:

print

City of Gainesville
a Florida Municipal Corporation

By: _____
Pegeen Hanrahan, Mayor

Attest:

By: _____
Kurt M. Lannon
Clerk of the Commission

**STATE OF FLORIDA
COUNTY OF ALACHUA**

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by Pegeen Hanrahan and Kurt M. Lannon, the 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, and acknowledged 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.

(Seal)

Notary (print name) _____
My Commission Expires: _____
Commission No: _____

Approved as to Form and Legality:

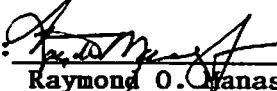
By:  _____
Raymond O. Olanasco, Jr.
Utilities Attorney
City of Gainesville, FL

Exhibit "A"

That part of the East ½ of Section 14, Township 10 South, Range 18 East, Alachua County, Florida, and being more particularly described as follows:

Commence at an intersection of the west right of way line of SW 122 Street, aka Parker Road (80.0 foot right of way) with the easterly prolongation of the north right of way line of SW 31 Avenue for a Point of Reference; thence Northerly, along the said west right of way line, a distance of 142.00 feet to the Point of Beginning; thence continue Northerly, along the said west right of way line, a distance of 55.0 feet; thence Westerly, parallel with the said north right of way line, a distance of 10.0 feet; thence Southerly, parallel with the said west right of way line, a distance of 55.0 feet; thence Easterly, parallel with the said north right of way line, a distance of 10.0 feet to an intersection with the said west right of way line and also being the Point of Beginning.

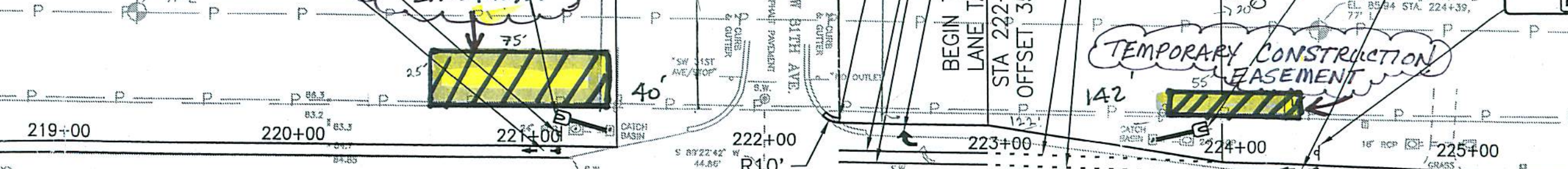
REMOVE EXISTING MES AND EXISTING ERCP AND CONSTRUCT 16 LF OF 14"x23" ERCP W/ 4:1 14"x23" MES (STA 221+14 OFFSET 37.00' LT) PER FDOT STD INDEX 273. MATCH EXISTING INVERT ELEVATIONS AND RE-GRADE SWALES TO PROVIDE POSITIVE DRAINAGE



STA: 221+13
R3-17
24"x30"
700-20-11 W.R/W

STA 221+07
BIKE LANE STRIPING
PER DETAIL

BENCHMARK # 23 BOLT IN
POWER POLE #11-40-12
EL. 87.26 STA. 219+35,
77' L



END FULL
DEPTH-WIDENING
STA 221+37.46
OFFSET 23.00 LT
Common Area

SW 31ST AVE

BEGIN FULL
DEPTH WIDENING
STA 222+31.54
OFFSET 35.00 LT

BEGIN TURN
LANE TAPER
STA 222+94.91
OFFSET 35.00 LT

CONSTRUCT 7 LF TYPE F CURB AND GUTTER
PER FDOT STD INDEX 300

6" SOLID WHITE
PAVEMENT ARROW PER
FDOT STD INDEX 17346

6" WHITE 2'-4' SKIP
BEGIN STA 222+95
END STA 223+94

END TURN
LANE TAPER
STA 223+94.91
OFFSET 20.83 LT



BENCHMARK # 22 BOLT IN
POWER POLE #11-41-12
EL. 85.94 STA. 224+39,
77' L



STA 2:
BIKE L
PER D

PAVEMENT ARROW PER
FDOT STD INDEX 17346

6" SOLID DOUBLE YELLOW W/
BI-DIRECTIONAL YELLOW RPM'S AT 40' OC

