

This Instrument Prepared By:

Linda C. McGurn
PO Box 2900
Gainesville, FL 32602

Tax Parcel No. 14565 & 14567
Section 5, Township 10 South, Range 20 East

FOUNDATION AND ROOF OVERHANG EASEMENT

THIS FOUNDATION AND ROOF OVERHANG EASEMENT, made this ____ day of May, 2000, by the City of Gainesville, whose post office address is P.O. Box 490, Mail Station 48, Gainesville, Florida 32602 (GRANTOR) and McGurn Investment Company, whose post office address is P.O. Box 2900, Gainesville, Florida 32602 (GRANTEE)

Recitals

GRANTOR and GRANTEE have executed an Agreement for Development of Property (AGREEMENT), dated August 24, 1998, wherein GRANTEE has agreed to develop a five story mixed use Building on the property to be developed as "Union Street Station" located at 201 SE 1st Street; and

GRANTEE has constructed the five story mixed use Building and portions of the Foundation and Roof Overhang encroach under and above the public rights-of-way; and

GRANTEE has requested an easement for the Foundation and Roof Overhang as are shown on the Union Street Station Survey;

GRANTOR and GRANTEE desire to set forth the terms and conditions of the Foundation and Roof Overhang Easement;

In consideration of the covenants, conditions and agreements contained in the AGREEMENT and as contained below, the parties agree as follows:

1. The foregoing recitals are incorporated by reference as though fully set forth as the agreements of the parties.
2. GRANTOR grants to GRANTEE, an easement for the purpose of maintaining the existing Building Foundation and Roof Overhang as are shown on the Union Street Station Survey for the use and benefit of the Building which is located upon the following described property (PROPERTY), in Alachua County, Florida:

All of Block Four (4), Range One (1) of the Map of Gainesville, Florida, as recorded in the Public Records of Alachua County, Florida, in Deed Book "H", Page 383, less the right-of-way for Second Avenue as recorded in Official Records Book 208, Page 150; together with that part of the forty foot (40') street lying between Block 4, Range 1 and Block 5, Range 1 of Original Gainesville as per Deed

3. GRANTOR grants to GRANTEE , an easement for the purpose of maintaining the existing Building Foundation under the following public rights-of-way:
 - a. The south 1.0 feet of the public sidewalk located on SE 2nd Avenue adjacent to the PROPERTY.
 - b. The east 1.0 feet of the public sidewalk located on SE 1st Street adjacent to the PROPERTY.
 - c. The north 1.0 feet of the public sidewalk located on SE 2nd Place adjacent to the PROPERTY.
4. GRANTOR grants to GRANTEE , an easement for the purpose of maintaining the existing Building Roof Overhang above the following public rights-of-way:
 - a. The south 2.0 feet of the public sidewalk located on SE 2nd Avenue adjacent to the PROPERTY.
 - b. The east 2.0 feet of the public sidewalk located on SE 1st Street adjacent to the PROPERTY.
 - c. The north 2.0 feet of the public sidewalk located on SE 2nd Place adjacent to the PROPERTY.
5. GRANTEE claims no rights and shall make no claims to any rights to the public rights-of-way other than pursuant to this Easement.
6. The term of this easement commences with the execution date hereof and continues for as long at the Union Street Station Building is standing.
7. If the Union Street Station Building is destroyed, any new building on the PROPERTY will be built so that the Foundation and Roof Overhang do not encroach under or above the public rights-of-way.
8. GRANTEE shall be solely responsible for the construction, maintenance and preservation of the Union Street Station Building Foundation and Roof Overhang and shall indemnify and hold the GRANTOR, their elected and appointed officials, employees and agents harmless from all costs, attorneys' fees and claims of damage to person, property or premises resulting from such construction, maintenance or preservation.
9. GRANTEE shall at all times maintain the Building Foundation and Roof Overhang in good repair and in safe condition. GRANTEE shall also comply with all other laws, ordinances and regulations pertaining to the construction, maintenance and preservation of the Building Foundation and Roof Overhang.
10. GRANTEE shall provide GRANTOR with a certificate of insurance evidencing GRANTOR as an additional named insured to the extent of GRANTOR's interest in this Easement. Furthermore, GRANTEE shall maintain the certificate in full force, and provide evidence when requested, for the duration of this Easement.
11. No provision of this Easement nor any act of the GRANTOR or GRANTEE shall be deemed or construed by any of the parties, or by third parties, to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the GRANTOR or GRANTEE.
12. All notices pursuant to this Easement shall be by certified mail, return receipt requested, addressed to the following:

If to GRANTOR: City Manager
 City of Gainesville
 P.O. Box 490
 Gainesville, Florida 32602

with a copy to: City Attorney's Office
P.O. Box 1110
Gainesville, Florida 32602

If to GRANTEE: McGurn Investment Company
P.O. Box 2900
Gainesville, Florida 32602

13. The terms of this Easement shall be construed in accordance with the laws of the State of Florida.

14. All provisions of this Easement shall construed to be covenants running with the land and with every part thereof and interest therein, and all provisions shall be binding on the parties hereto, and on their successors and assigns, specifically including any condominium associations or condominium unit owners. All present and future condominium unit owners and condominium associations shall be subject to and comply with the provisions of this easement.

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 the presence of:*

CITY OF GAINESVILLE

By _____
Wayne Bowers, City Manager

Attest:

Approved as to Form and Legality:

City Attorney, City of Gainesville, FL

STATE OF FLORIDA, COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this ____ day of _____, 2000, by Wayne Bowers, City Manager of the City of Gainesville. They are personally known to me.

Accepted and agreed to:

Linda C. McGurn, Witness

Mary Ann Kelly, Witness

McGurn Investment Company

By _____
Kenneth R. McGurn, President

