

**AGREEMENT FOR THE CONSTRUCTION OF PUBLIC INFRASTRUCTURE
AND CONVEYANCE OF PROPERTY FOR PUBLIC USE**

This Agreement is entered into effective on _____, 2013, by Innovation Square, LLC, a Florida limited liability company (“**Owner**”), the City of Gainesville, Florida, a municipal corporation, and doing business as Gainesville Regional Utilities (the “**City**”) and the Gainesville Community Redevelopment Agency, a public body corporate and politic (the “**CRA.**”)

WITNESSETH

Whereas, Owner, owns certain real property that is being redeveloped in a multiple phase, multi-use project commonly referred to as “Innovation Square” located generally south of SW 2nd Avenue, north of SW 4th Avenue, east of SW 10th Street and west of SW 7th Terrace;

Whereas, the Innovation Square project is located on the former site of the Alachua General Hospital, within an area the City has identified in its strategic planning efforts as the “Innovation Zone,” and consists of a relatively large tract of land lacking a complete gridded public street and sidewalk system and lacking certain public infrastructure;

Whereas, the City’s Strategic Plan FY 2012 contains Initiative 2.5 that encourages the City to “[c]ontinue to position the City to take advantage of the Innovation Economy and Identify Plan for Innovation Zone near University” with the stated outcome of “successfully attract[ing] Innovative Economy development to the Innovation Zone,” and to “create and set the platform (regulatory regime, infrastructure) for the development of Innovation Square and surrounding property;”

Whereas, in furtherance of its Strategic Initiative 2.5, the City desires to provide public infrastructure in the Innovation Zone area to enhance the public realm and support redevelopment and the economic benefits that will result in the creation, retention and expansion of business enterprise, will improve and promote gainful employment and economic development, increase the tax base and generally enhance the economic prosperity of the State of Florida, the County and specifically, the City;

Whereas, the City, its enterprise Gainesville Regional Utilities (“GRU”), and the Gainesville Community Redevelopment Agency (the “CRA”) are listed stakeholders for Strategic Initiative 2.5;

Whereas, the City Manager has authorized and designated CRA staff to act as the City’s agents for purposes of design and construction of the Innovation Zone public infrastructure projects pursuant to a Memorandum of Agreement between the City and the CRA dated January 27, 2009;

Whereas, the Redevelopment Plan for the College Park/University Heights Redevelopment Area identifies and supports infrastructure, urban form, traffic circulation, private investment, public space and land acquisition initiatives in conjunction with the creation of Mixed Use Technology Hubs, and specifically identifies the Alachua General Hospital (AGH) Site as a cornerstone project for redevelopment;

Whereas, Owner is willing to voluntarily transfer land to the City for the public infrastructure projects for no monetary consideration, as more fully set forth herein; and

Whereas, the City and the CRA find that the construction of public infrastructure, the acceptance of the voluntary donation of land, and the redevelopment and economic development benefits, all as set forth in this Agreement assist in alleviating slum and blight, provide a substantial benefit to the public and serve a public purpose.

Now, therefore, in consideration of the foregoing recitals which comprise a material part of this Agreement and are made a part hereof, and the mutual covenants, promises, conditions and representations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Design and Construction of the Public Infrastructure: The term “Public Infrastructure” as used throughout this Agreement shall mean the improvements that the City and the CRA are willing and financially able to construct and maintain at such levels as they deem appropriate, in their sole discretion. Public Infrastructure may include, but is not limited to, public roads, bicycle/pedestrian facilities, park amenities, stormwater facilities, public utilities and landscaping associated with any of these improvements. The City shall design and construct the Public Infrastructure as provided herein. Owner, City staff and/or CRA staff shall have periodic meetings during the design and construction phases to share information and discuss the Public Infrastructure project. As of the date of this Agreement, the City Commission and Owner have reviewed and approved the 60% construction drawings. Owner shall be given the opportunity to review the construction plans at the final construction drawings/plans stage and shall have 14 calendar days from receipt of same, to review and provide written comment to the City. The City shall not do or permit anything to be done with purports to create a lien or encumbrance of any nature against the Parcels until such time as the City takes ownership of the Parcels. The City shall obtain payment and performance bonds to guarantee the completion of the construction of the Public Infrastructure. The parties designate the following project managers for purposes of the day-to-day management of this Agreement, including without limitation, the scheduling of meetings and plan reviews:

Owners
Ed Poppell, Agent
Innovation Square, LLC

University of Florida Development Corporation
And Economic Development
747 SW 2nd Avenue, Room 358 IMB #49
Gainesville, Florida 32601-3125
P.O. Box 115575
Gainesville, FL 32611-5575
Phone: (352) 294-2726
Email: poppell@ufl.edu

City and CRA Project Manager
Diane Gilreath, CRA Engineer
802 NW 5th Avenue, Suite 200
Gainesville, Florida 32601
Phone: 352-334-2047
Email: gilreathdw@cityofgainesville.org

2. Timing of the Public Infrastructure project. The Public Infrastructure project is estimated to have a 1-year duration from the issuance of a Notice to Proceed for construction by the City/CRA Project Manager. Upon execution of this Agreement by all parties, and the approval for construction by the City of Gainesville and CRA, the City/CRA Project Manager shall give the Owner the opportunity to review the detailed construction schedule and provide written comment to the City/CRA Project Manager within 14 calendar days from receipt of the schedule. The parties understand that even the final project schedule is subject to change due to unforeseen conditions, force majeure, and other occurrences/events that are outside of the control of the parties. Notwithstanding the foregoing, in all events, construction of the Public Infrastructure project shall commence by no later than August 1, 2013, as evidenced by a Notice to Proceed issued by the CRA for the Public Infrastructure project. The Public Infrastructure project shall be substantially completed and open to the public on or before one year after the CRA's issuance of the Notice to Proceed. In the event the Public Infrastructure project has not commenced construction by August 1, 2013, or substantially completed on or before one year after the CRA's issuance of the Notice to Proceed, the Owner has the right to terminate this Agreement and have no further obligations under this Agreement to transfer the Park Parcel or the Right-of-way Parcel, provided the Owner shall be required to compensate the City or the CRA for the cost of any improvements made to date for any improvements made to the Parcels as of the date of such termination. Notwithstanding the foregoing, the parties acknowledge and agree that there after substantial completion there will also be a project close out period necessary for the final close out of the Public Infrastructure project.

3. Location of Public Infrastructure and Construction License Agreements. The land that Owner will voluntarily transfer to the City for the Public Infrastructure at no monetary consideration consists of two parcels. The “Park Parcel” is described and depicted on **Exhibit “A”** and the “Right-of-way Parcel” is described and depicted on **Exhibit “B,”** both attached hereto and made a part of this Agreement. The Park Parcel and the Right-of-way Parcel are collectively referred to herein as the “Parcels.” In addition, Owner will voluntarily grant Construction License Agreements to the City, for no monetary consideration, in substantially the same form attached as **Exhibit “C,”** in such locations as the City deems necessary for construction access, staging and related activities carried out in furtherance of this Agreement.
4. Coordination of Construction. It is anticipated that Owner will also be undertaking construction near the Public Infrastructure project. The Project Managers shall coordinate to avoid interfering with or disrupting construction activities on the other’s construction site. In addition, in no event will the construction of the Public Infrastructure project interfere with access to the iHub or Infusion Building site, said site and its access points being depicted on **Exhibit “D”**, attached hereto and made a part of this Agreement.
5. Cost of Design and Construction

The CRA and the City shall provide all funding for the design and construction of the Public Infrastructure. As such, it is expressly understood, that all final decisions concerning the design and construction shall be made in the sole discretion of the City and the CRA. However, notwithstanding the foregoing, the City and the CRA shall not be responsible for any costs arising from, as a result of, or associated with:

- a. The discovery, clean-up or remediation of hazardous substances or environmental contaminants located on, under or within the Owner property or the Parcels;
- b. Any existing site conditions and/or any unforeseen conditions that are discovered during the design and construction and must be addressed for the Public Infrastructure project to be completed, such as, but not limited to, sinkholes and underground springs, foundation remnants of demolished buildings; and
- c. Off-site improvements that are necessary to complete the Public Infrastructure project, such as, but not limited to, grading, demolition and water quality.

The items lettered a – c above shall be and remain the sole responsibility of and at the sole expense of Owner. Owner shall take all action necessary to address the items in a timely and responsive manner, so as not to cause added delay and/or expense to the Public Infrastructure project. Owner shall provide the schedule to remedy such items to the City and the CRA. However, notwithstanding the foregoing, if the City and the CRA

reasonably believe that the Owner schedule or chosen remedy will add delay and/or expense to the Public Infrastructure project, the City and/or CRA may remedy the items (upon providing prior written notice of the estimated cost for same to Owner) and Owner shall pay all costs associated with the work undertaken by the City and/or CRA.

6. Permits: The City shall, at its sole expense, obtain all local, state and federal permits necessary for the Public Infrastructure project. Owner, as owner of the Parcels, shall cooperate by signing and/or consenting to any such permit applications or related documents in a timely manner. However, the City and/or CRA shall not be deemed or considered, in any respect, an agent of Owner for purposes of the Public Infrastructure project. With respect to stormwater quantity permitting, Owner or affiliated entities hold permits with the Saint Johns River Water Management District from the demolition of impervious surfaces associated with the Alachua County General Hospital, and Owner agrees to take all necessary action to assign or otherwise allow the City and/or CRA to use those permits for no monetary consideration, for the stormwater permitting for the Public Infrastructure project.
7. Representations and warranties concerning the Owner property; Transfer of Title

Owner represents and warrants to the City and the CRA as follows:

- a. that the Parcels are owned in fee simple by Owner;
- b. that the Parcels 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 Public Infrastructure project;
- d. that Owner will take no action to encumber the Parcels in any manner prior to conveyance of the Parcels to the City; and
- e. that Owner has authorized the execution of this Agreement by all necessary corporate action.

Owner acknowledges that the City and CRA are relying on the aforesaid representation and warranties, and of its on-going obligation to immediately notify the City and CRA if it causes or becomes aware of any changes to the above representations and warranties.

On or before the completion of construction of the Public Infrastructure, Owner will transfer ownership of the Parcels, for no monetary consideration, to the City by Special Warranty Deeds with use restrictions, in substantially the same form attached as **Exhibit "E"** and **Exhibit "F."** Such transfer is being made voluntarily to the City in consideration of the benefit the Public Infrastructure will provide to the Innovation Square project. Costs of recording the deeds and any applicable documentary stamp taxes will be paid by the City or the CRA.

8. Maintenance: Upon issuance of Notice to Proceed for construction of the Public Infrastructure project, the City, and/or its contractors, shall be solely responsible for the construction site for the Public Infrastructure project and shall secure and maintain the construction site for the Public Infrastructure project as it deems appropriate, in its sole discretion, until such time as the project is completed and the Parcels are conveyed to the City. Thereafter, the City shall be solely responsible for the maintenance of the Parcels and the Public Infrastructure and shall maintain the Parcels and the Public Infrastructure at such levels as is consistent with the surrounding area that are part of the Innovation Square project.
9. Payment of Taxes: Owner will continue to pay any and all taxes, as and when due, until Owner transfers title to the Parcels to the City.
10. Insurance: Owner shall provide insurance in such amounts and types as it deems necessary or desirable to protect its interests throughout the term of this Agreement, provided that the City assumes any and all risks of personal injury and property damage attributable to the acts of the City and the officers, employees, servants and agents thereof while acting within their scope of their employment or engagement by the City. Additional, the City, as a municipal corporation, warrants and represents that it is self-funded for liability insurance, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment or engagement by the City. A copy of the City's certificate of self-insurance shall be provided to the Owner upon execution of this Agreement.
11. Term: This Agreement shall be effective until such time as the Public Infrastructure is completed and the Parcels are conveyed to and accepted by the City. Upon acceptance of the Parcels by the City, this Agreement shall terminate without further action required by either party.
12. Assignment: This Agreement shall not be assigned, pledged or transferred, in whole or in part, without the prior written consent of all parties to this Agreement.
13. Amendment: Any amendment to this Agreement shall require the written consent of all parties to this Agreement.
14. Severability of Agreement: If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this Agreement shall remain in full force and effect and the parties will be bound thereby so long as the principal purpose of this Agreement remains enforceable and can be given effect.

15. Entirety of Agreement: This Agreement, together with the attached exhibits and documents made part hereof by reference, sets forth the complete understanding between the parties, and supersedes all prior written or oral discussions, agreements, communications, or representations.

16. Sovereign Immunity: The parties agree that nothing in this Agreement is intended to or shall be interpreted or be deemed to waive the City's sovereign immunity, as provided by Section 768.28, Florida Statutes, or otherwise increase the limits of the City's liability as set forth in Section 768.28, Florida Statutes.

17. Applicable Law and Venue: All parties to this Agreement agree to litigate any and all legal issues in accordance with the laws of the State of Florida and in state court of appropriate jurisdiction in Alachua County, Florida.

18. Notice: All notices, communications and determinations between the parties hereto and those required by this Agreement, including, without limitation, changes to the notification addresses set forth below, will be in writing and will be sufficient if mailed by regular United States Mail, postage prepaid, to the Project Managers identified in Paragraph 1 of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CITY OF GAINESVILLE

WITNESS:

Print Name

Print Name

By: _____

Print Name: _____

Title: _____

Date: _____

**GAINESVILLE COMMUNITY
REDEVELOPMENT AGENCY**

WITNESS:

Print Name

Print Name

WITNESS:

Corporation

Print Name

Print Name

By: _____
Print Name: _____
Title: _____

Date: _____

INNOVATION SQUARE, LLC
By: University of Florida Development
Its Managing Member

By: _____
Print Name: _____
Title: _____
Date: _____



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Delivered with Integrity*

DESCRIPTION

APRIL 27, 2012

CLIENT: CITY OF GAINESVILLE; SHANDS TEACHING HOSPITALS AND CLINICS, INC.
PROJECT NO: 11-0352
DESCRIPTION FOR: PARK PARCEL

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN SECTION 5, TOWNSHIP 10 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA, SAID PARCEL BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2048, PAGE 454 OF THE PUBLIC RECORDS OF SAID COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A NAIL AND DISK STAMPED "LB 5075" AT THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3919, PAGE 1382 OF SAID PUBLIC RECORDS, SAID CORNER LOCATED AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF SOUTHWEST 2ND AVENUE WITH THE WESTERLY RIGHT OF WAY LINE OF SOUTHWEST 7TH TERRACE; THENCE SOUTH 01°03'57" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF SOUTHWEST 7TH TERRACE, A DISTANCE OF 140.07 FEET TO A NAIL AND DISK STAMPED "LB 5075" AT THE SOUTHEAST CORNER OF SAID LANDS; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE, SOUTH 01°07'03" EAST, A DISTANCE OF 470.92 FEET TO A NAIL AND DISK STAMPED "LB 5075" ON THE NORTHERLY RIGHT OF WAY LINE OF SOUTHWEST 4TH AVENUE; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, NORTH 88°39'00" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 127.54 FEET TO A 5/8" STEEL ROD (NO IDENTIFICATION); THENCE NORTH 85°27'08" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 20.11 FEET TO A 5/8" STEEL ROD (NO IDENTIFICATION); THENCE NORTH 83°07'25" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 74.84 FEET TO A 5/8" STEEL ROD AND CAP MARKED "LB 6166"; THENCE NORTH 83°09'41" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 46.57 FEET TO A 5/8" STEEL ROD (NO IDENTIFICATION); THENCE NORTH 84°44'05" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 60.34 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE NORTH 84°44'05" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 61.53 FEET TO A 5/8" STEEL ROD (NO IDENTIFICATION) AT THE SOUTHWEST CORNER OF "PARCEL NO: 15" DESCRIBED IN OFFICIAL RECORDS BOOK 2048, PAGE 454 OF AFOREMENTIONED PUBLIC RECORDS; THENCE NORTH 89°46' 49" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 12.83 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, NORTH 00°52'54" WEST, A DISTANCE OF 240.94 FEET; THENCE NORTH 89°06'42" EAST 74.00 FEET; THENCE SOUTH 00°52'54" EAST, A DISTANCE OF 247.80 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAINS 18,049 SQUARE FEET, MORE OR LESS.

**ALL AS SHOWN ON THE
MAP ATTACHED HERewith
AND MADE A PART HEREOF**

Exhibit "A" Page 1 of 2

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
 LOCATED IN SECTION 5, TOWNSHIP SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA
 SKETCH - NOT A BOUNDARY SURVEY

N 89°06'42" E
14.00'

N 00°52'54" W 240.94'

PARK PARCEL
±18,049 SQUARE FEET

S 00°52'54" E 247.80'

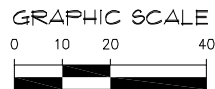
TAX PARCEL
13036-000-000
(O.R.B. 2048, PAGE 454)

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE REFERRED TO AN ASSUMED VALUE OF SOUTH 01°07'03" EAST FOR THE WESTERLY RIGHT OF WAY LINE OF SOUTHWEST 7TH TERRACE.

LEGEND:

- ⊙ = FOUND 5/8" STEEL ROD (NO IDENTIFICATION)
 - = FOUND 5/8" STEEL REBAR & CAP MARKED "LB 6166"
 - △ = FOUND NAIL AND DISK STAMPED "LB 5075"
- O.R.B. = OFFICIAL RECORDS BOOK
 R/W = RIGHT OF WAY



POINT OF COMMENCEMENT

NORTHEAST CORNER OF LANDS
DESCRIBED IN O.R.B. 3919, PAGE 1382
INTERSECTION OF THE S. R/W LINE OF SW
2ND AVE & W. R/W OF SW 7TH TER.

SOUTHWEST 2ND AVENUE
(RIGHT OF WAY WIDTH VARIES)

SOUTHEAST CORNER OF LANDS
DESCRIBED IN O.R.B. 3919, PAGE 1382

S 01°03'51" E
140.01'

WESTERLY RIGHT OF WAY LINE
OF SOUTHWEST 7TH TERRACE

S 01°01'03" E 470.92'

SOUTHWEST 7TH TERRACE
(RIGHT OF WAY WIDTH VARIES)

N 89°46'49" W
12.83'

N 84°44'05" W
61.53'

N 84°44'05" W
60.34'

N 83°07'25" W
74.84'

SOUTHWEST 4TH AVENUE
(RIGHT OF WAY WIDTH VARIES)

N 85°21'08" W
20.11'

N 88°39'00" W 127.54'

NORTHERLY RIGHT OF WAY LINE OF
SOUTHWEST 4TH AVENUE

TAX PARCEL
13036-000-000
(O.R.B. 2048, PAGE 454)

CERTIFIED TO:

TECHNICIAN: TRC
 CREW CHIEF: N/A
 CHECKED BY: AHH
 FIELD BOOK & PAGE: N/A

SCALE: 1" = 40'
 VERIFY SCALE BAR IS ONE HALF INCH LONG
 0 = ORIGINAL DRAWING
 IF NOT ONE HALF INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

SURVEY DATE: 04/27/2012
 REVISION DATE:
 PROJECT NUMBER: 11-0352

This map prepared by: AARON H. HICKMAN
 Certificate of Authorization No. LB. 5075
 NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET NO.: 1 OF 1

CITY OF GAINESVILLE
SHANDS TEACHING HOSPITALS AND CLINICS, INC.



Causseaux, Hewett, & Walpole, Inc.
 Engineering • Surveying • Planning
 6011 NW 1st Place, Gainesville, Florida 32607
 Phone: (352) 331-9776 • Fax: (352) 331-9476 • www.chw-inc.com
 LB5075



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DESCRIPTION

APRIL 27, 2012

CLIENT: CITY OF GAINESVILLE; SHANDS TEACHING HOSPITALS AND CLINICS, INC.
PROJECT NO: 11-0352
DESCRIPTION FOR: RIGHT OF WAY PARCEL

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN SECTION 5, TOWNSHIP 10 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA, SAID PARCEL BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2048, PAGE 454 OF THE PUBLIC RECORDS OF SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A NAIL AND DISK STAMPED "LB 5075" AT THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3919, PAGE 1382 OF SAID PUBLIC RECORDS, SAID CORNER LOCATED AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF SOUTHWEST 2ND AVENUE WITH THE WESTERLY RIGHT OF WAY LINE OF SOUTHWEST 7TH TERRACE; THENCE SOUTH 01°03'57" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF SOUTHWEST 7TH TERRACE, A DISTANCE OF 140.07 FEET TO A NAIL AND DISK STAMPED "LB 5075" AT THE SOUTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3919, PAGE 1382; THENCE SOUTH 01°07'03" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 113.39 FEET TO A 5/8" STEEL REBAR AND CAP MARKED "PRM LB 5075" AT THE POINT OF BEGINNING; THENCE SOUTH 01°07'03" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 80.00 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, SOUTH 89°06'42" WEST, A DISTANCE OF 400.62 FEET; THENCE SOUTH 00°52'54" EAST, A DISTANCE OF 240.94 FEET TO THE NORTH RIGHT OF WAY LINE OF SOUTHWEST 4TH AVENUE (RIGHT OF WAY WIDTH VARIES); THENCE NORTH 89°46'49" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 17.44 FEET TO A NAIL & DISK MARKED "LB 5075"; THENCE SOUTH 89°14'30 WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 60.56 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, NORTH 00°52'54" WEST, A DISTANCE OF 240.49 FEET; THENCE SOUTH 89°06'42" WEST, A DISTANCE OF 326.86 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SOUTHWEST 10TH STREET (60 FOOT RIGHT OF WAY); THENCE NORTH 01°57'02" WEST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 80.01 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, NORTH 89°06'42" EAST, A DISTANCE OF 328.35 FEET; THENCE NORTH 00°52'54 WEST, A DISTANCE OF 254.26 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SOUTHWEST 2ND AVENUE; THENCE NORTH 88°58'31" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 78.00 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, SOUTH 00°52'54" EAST, A DISTANCE OF 254.45 FEET; THENCE NORTH 89°06'42" EAST, A DISTANCE OF 400.29 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAINS 2.37 ACRES MORE OR LESS.

**ALL AS SHOWN ON THE
MAP ATTACHED HERewith
AND MADE A PART HEREOF**

Exhibit "B" Page 1 of 2

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
 LOCATED IN SECTION 5, TOWNSHIP SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA
 SKETCH - NOT A BOUNDARY SURVEY

- LEGEND:**
 ○ = FOUND 5/8" STEEL ROD
 (NO IDENTIFICATION)
 △ = FOUND NAIL AND DISK
 STAMPED "LB 5075"
 O.R.B. = OFFICIAL RECORDS BOOK
 R/W = RIGHT OF WAY

SOUTHWEST 2ND AVENUE
 (RIGHT OF WAY WIDTH VARIES)
 N 88°58'31" E
 180.01'

POINT OF COMMENCEMENT
 NORTHEAST CORNER OF LANDS DESCRIBED IN
 O.R.B. 3919, PAGE 1382
 INTERSECTION OF THE S. R/W LINE OF SW 2ND
 AVE & W. R/W OF SW 7TH TER.

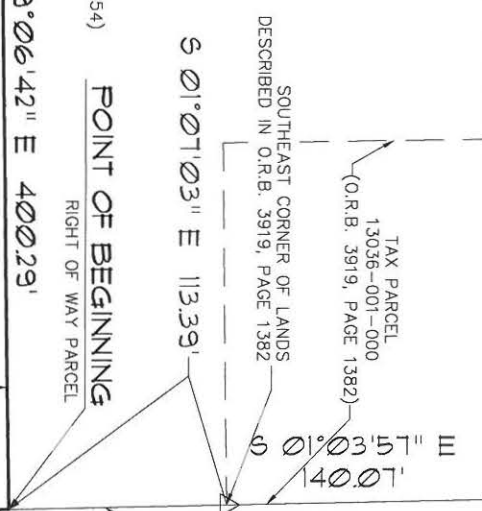
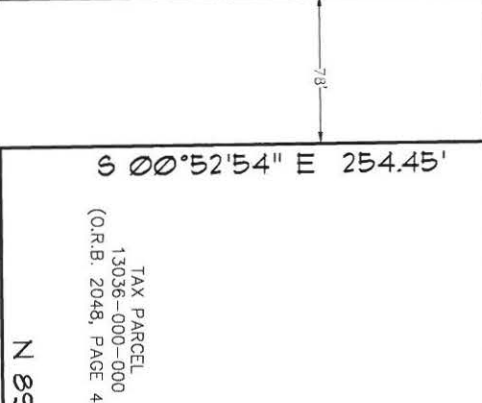
SOUTHWEST 10TH STREET
 (60' RIGHT OF WAY)

N 01°51'02" W
 80.01'

EAST RIGHT OF WAY LINE OF
 SOUTHWEST 10TH STREET

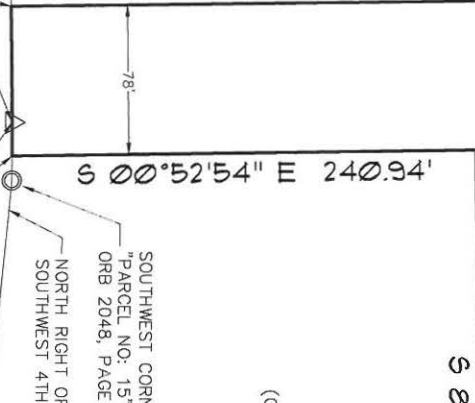
SOUTH RIGHT OF WAY LINE OF
 SOUTHWEST 2ND AVENUE

RIGHT OF WAY PARCEL
 ±2.37 ACRES



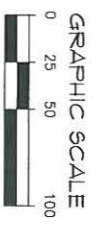
S 01°07'03" E 80.00'
 (BASIS OF BEARINGS)

SOUTHWEST 7TH TERRACE
 (RIGHT OF WAY WIDTH VARIES)



SURVEYOR'S NOTES:
 1. BEARINGS SHOWN HEREON ARE REFERRED TO AN ASSUMED VALUE OF SOUTH 01°07'03" EAST FOR THE WESTERLY RIGHT OF WAY LINE OF SOUTHWEST 7TH TERRACE.

SOUTHWEST 4TH AVENUE
 (RIGHT OF WAY WIDTH VARIES)



TECHNICIAN: TRC	CITY OF GAINESVILLE SHANDS TEACHING HOSPITALS AND CLINICS, INC.
CREW CHIEF: N/A	
CHECKED BY: AHH	
FIELD BOOK & PAGE: N/A	
SCALE: 1" = 100'	
SURVEY DATE: 04/27/2012	Causseaux, Hewett, & Walpole, Inc. Engineering • Surveying • Planning 6011 NW 1st Place, Gainesville, Florida 32607 Phone: (352) 331-1376 • Fax: (352) 331-2476 • www.chw-inc.com LB-5075
REVISION DATE:	
PROJECT NUMBER: 11-0352	

This map prepared by: AARON H. HICKMAN Professional Surveyor & Mapper Fla. License No. 6791	Certificate of Authorization No. LB. 5075 NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
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EXHIBIT "C"

CONSTRUCTION LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is made effective this ____ day of _____, 20____, between the **City of Gainesville**, a municipal corporation of the State of Florida (the "Licensee"), and **Innovation Square, LLC**, a Florida limited liability company (referred to as the "Licensor").

WITNESSETH:

WHEREAS, the Licensee and Licensor entered into an Agreement for the Construction of Public Infrastructure and Conveyance of Property for Public Use (the "Agreement") effective _____, for Licensee to construct Public Infrastructure (the "Project") on property currently owned by the Licensor (the "Parcels");

WHEREAS, the Agreement and related contract documents require that the Licensor provide a license agreement for the property as required for Licensee's construction activity;

WHEREAS, the Licensor is able to make available the property described and depicted on **Exhibit "A"** (the "Premises") attached hereto and by this reference made a part hereof; and

WHEREAS, the Licensee desires to obtain from the Licensor a license to use the Premises for construction activity for the Project.

NOW THEREFORE, in consideration of \$1.00, paid by Licensee to Licensor, receipt of which is hereby acknowledged, and in consideration of the mutual covenants and conditions herein contained, it is agreed by the parties agree as follows:

1. Grant of License and Sole Use. The Licensor hereby grants to the Licensee, its employees, contractors, and the Community Redevelopment Agency ("CRA") acting as Licensee's agent, a license to use the Premises for the sole purpose of construction activity for the Project. The Licensee hereby accepts the license from the Licensor.
2. Term. This Agreement will automatically expire upon completion of construction by the Licensee and transfer of title to the Parcels to the Licensee (the "Expiration Date.")
3. Possession; Maintenance; Indemnity. Commencing on the date the Licensee takes possession of the Premises, Licensee shall have exclusive possession of Premises and shall maintain the Premises in a safe condition. Licensee hereby agrees to indemnify the Licensor for claims brought against the Licensor only to the extent that they are found to result from the sole negligence of the Licensee, its governing body, its employees, or the CRA acting as the Licensee's agent. This indemnification shall not be construed to be an indemnification for the acts, or omissions of third parties, independent contractors or third party agents of the Licensee. This indemnification shall not be construed as a waiver of the Licensee's sovereign immunity, and shall be interpreted as limited to only such traditional liabilities for which the Licensee could be liable under the common law interpreting the limited waiver of sovereign

immunity. An action may not be instituted on a claim against the Licensee unless the claimant presents the claim in writing to the Licensee's Risk Manager within 3 years after such claim accrues or the Risk Manager denies the claim in writing. For purposes of this paragraph, the requirements of notice to the Risk Manager and denial of the claim are conditions precedent to maintaining an action but shall not be deemed to be elements of the cause of action and shall not affect the date on which the cause of action accrues. Notwithstanding any other provisions of this paragraph, the value of this indemnification is limited to the maximum sum of \$300,000 as the result of all claims and judgments arising out of the same incident or occurrence, not to exceed the sum of \$200,000 for any claim or judgment or portions thereof. In addition, this indemnification shall be construed to limit recovery by the indemnified party against the Licensee to only those damages caused by the Licensee's sole negligence, and shall specifically exclude any attorney's fees or costs associated therewith.

4. Compliance with Laws. The Licensee agrees to obtain all permits and approvals required in order to use the Premises for the construction activity for the Project. In addition, Licensee agrees to use the Premises and any portion thereof in compliance with all federal, state and municipal laws, ordinances, rules or regulations, now in effect or hereafter enacted or adopted (the "Laws") and the Licensee agrees not to use, nor suffer or permit any person to use in any manner whatsoever, the Premises or any part thereof for any illegal purpose, or for any purpose in violation of any Laws.
5. Assignment. The Licensee is not permitted to assign, transfer, or convey this Agreement to any other person, legal entity or corporation without the previous written consent of the Licensor. If the Licensee shall, without the previous written consent specified in this section, assign, transfer, convey or otherwise attempt to dispose of same, the Licensor reserves the right to declare this Agreement terminated without previous notice to the Licensee.
6. Sovereign Immunity. The Licensor agrees that nothing in this Agreement is intended to be or shall be interpreted as a waiver of the Licensee's sovereign immunity.
7. Default. Failure to perform any responsibility under this Agreement shall place the non-performing party in default. Upon written notice by the non-defaulting party, the party in default shall have thirty days to correct the default, or such other reasonable time as the parties may mutually determine. If the default is not corrected, this Agreement may be terminated at the option of the non-defaulting party.
8. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action, in equity or law, with respect to this Agreement must be brought and heard in Alachua County, Florida.
9. Amendment. This Agreement may not be amended, unless evidenced in a writing executed by all parties.
10. Notice. Any notice required under the terms of this Agreement must be in writing and must be sent by certified mail to the address of the party to whom the notice is to be given ("Notice"). Addresses of the parties are as follows:

As to the Licensee:

City of Gainesville
Post Office Box 490
Gainesville, FL 32602-0490
Attention: Russ Blackburn, City Manager

As to the Licensor:

Ed Poppell, Agent
Innovation Square, LLC
Room 123, Tigert Hall
University of Florida
Gainesville, FL 32611-3125
Phone: _____
Email: poppell@ufl.edu

IN WITNESS WHEREOF, the parties to this Agreement have set their hands and seals on the day and year first above written.

WITNESSES:

CITY OF GAINESVILLE, FLORIDA

Russ Blackburn, City Manager

WITNESSES:

INNOVATION SQUARE, LLC

By: Shands Teaching Hospital
Its Managing Member

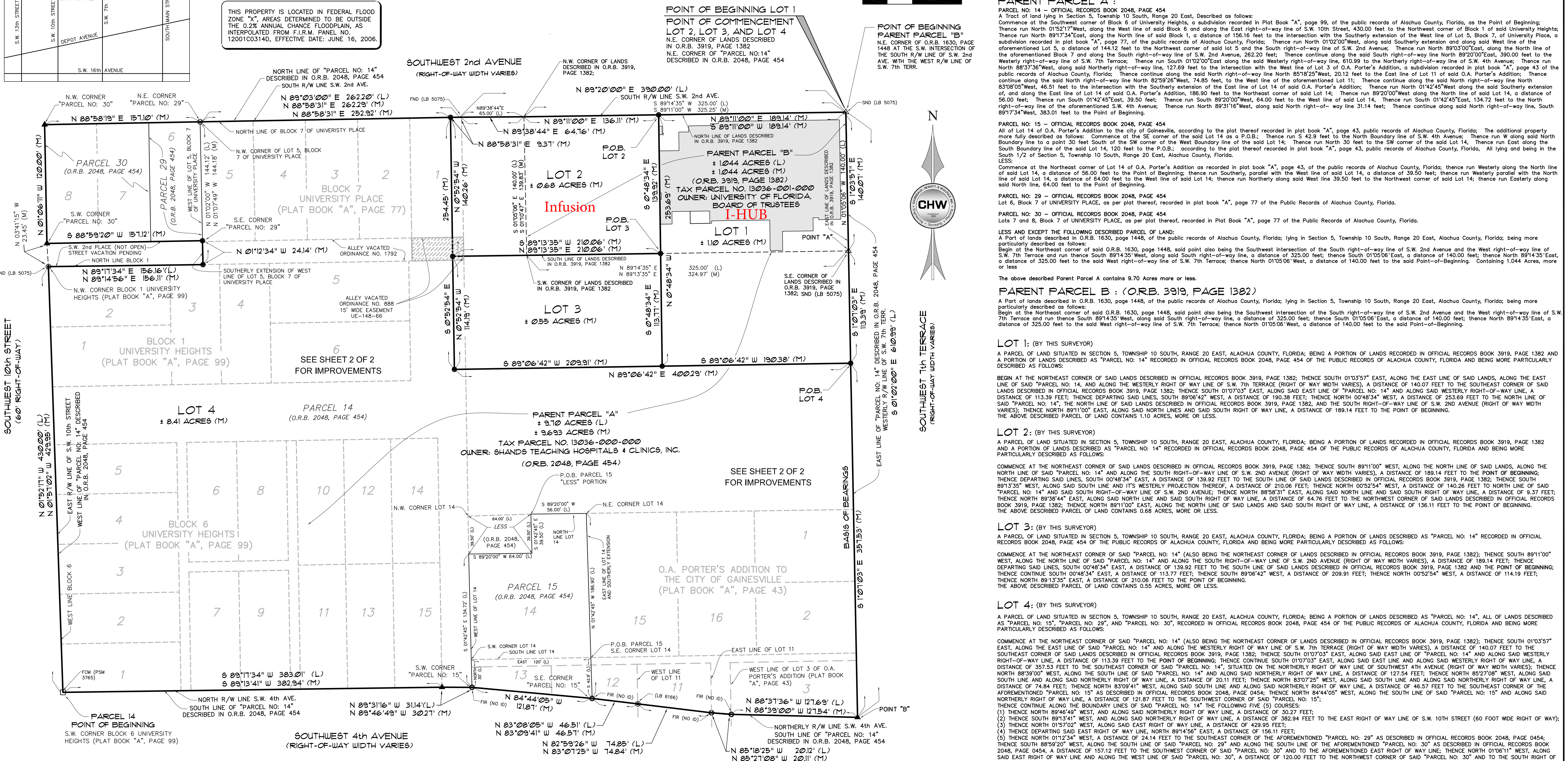
By: _____

Print Name: _____

Title: _____

MINOR SUBDIVISION & BOUNDARY SURVEY LOCATED IN SECTION 5, TOWNSHIP 10 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA

FLOOD ZONE: THIS PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE "X". AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS INTERPOLATED FROM F.I.R.M. PANEL NO. 120010031-4D, EFFECTIVE DATE: JUNE 16, 2006.



SURVEYOR'S NOTES: 1. BEARINGS LABELED (M) ARE BASED ON FIELD LOCATED MONUMENTATION... 2. NO UNDERGROUND INSTALLATION OF UTILITIES OR IMPROVEMENTS... 3. THE SURVEYOR HAS NO KNOWLEDGE OF UNDERGROUND FOUNDATIONS... 4. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY... 5. FENCES, SYMBOLS, MONUMENTATION AND UTILITIES SHOWN HEREON... 6. MUNICIPAL WATER AND SANITARY SEWER IS AVAILABLE... 7. STORMWATER MANAGEMENT FACILITIES ARE EITHER AVAILABLE... 8. TOTAL TRACT CONTAINS 10.744 ACRES, MORE OR LESS. 9. THIS MAP CONSISTS OF 2 SHEETS... 10. DATE OF SURVEY 03-13-2012. 11. SURVEY BEARINGS REFERENCED TO THE EAST LINE OF LANDS...

CERTIFICATE OF APPROVAL FOR THE CITY OF GAINESVILLE, FLORIDA. WE THE UNDERSIGNED DO HEREBY CERTIFY THAT THIS MAP CONFORMS TO THE REQUIREMENTS OF THE CITY OF GAINESVILLE PURSUANT TO SECTION 30-189 (MINOR SUBDIVISIONS).

OWNER'S CERTIFICATION. KNOW ALL MEN BY THESE PRESENTS THAT THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE HEREIN DESCRIBED PROPERTY AND DOES HEREBY CONSENT TO THIS MINOR SUBDIVISION.

OWNER'S CERTIFICATION. KNOW ALL MEN BY THESE PRESENTS THAT SHANDS TEACHING HOSPITAL AND CLINICS, INC. DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE HEREIN DESCRIBED PROPERTY AND DOES HEREBY CONSENT TO THIS MINOR SUBDIVISION.

ACKNOWLEDGEMENT. I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, WHO WAS DULY SWORN AND WHO FURNISHED A FLORIDA DRIVER'S LICENSE AS IDENTIFICATION AND WHO EXECUTED THE ABOVE INSTRUMENT AND ACKNOWLEDGED BEFORE ME THAT HE/SHE EXECUTED SAID INSTRUMENT FOR THE USE AND PURPOSE HEREIN EXPRESSED, AND DID TAKE AN OATH.

SURVEYOR'S CERTIFICATION. I DO HEREBY CERTIFY THAT THIS MINOR SUBDIVISION AND BOUNDARY SURVEY IS A TRUE AND CORRECT REPRESENTATION OF THE HEREON DESCRIBED PROPERTY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THIS SURVEY MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS SET FORTH PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES.

Certificate of Authorization No. L.B. 5075 NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Text: south

Title: Minor Subdivision Map

Text: north

EXHIBIT "E"

This Instrument Prepared by:

Tax Parcel
Section ____, Range ____, Township ____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made the ___ day of _____, 201__
, by **INNOVATION SQUARE, LLC**, whose post office address is Room 123, Tigert Hall,
University of Florida, Gainesville, Florida 32611, **GRANTOR**, to the **City of Gainesville,
Florida**, a municipal corporation existing under the laws of the State of Florida, with its
permanent post office address at Post Office Box 490, Gainesville, Florida 32627, **GRANTEE**:

*(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this
instrument and the heirs, legal representatives and assigns of individuals, and the successors
and assigns of corporations wherever the context so admits or requires)*

WITNESSETH: That Grantor, for and in consideration of the sum of \$1.00 in hand paid
by the Grantee, receipt of which is hereby acknowledged, does hereby grant, bargain, sell, alien,
remise, release, convey and confirm unto the Grantee, all that certain land situate and lying in the
County of Alachua, State of Florida, to wit:

*Refer to Exhibit "A" attached hereto and made a part hereof. The sketch
included in Exhibit "A" is provided for illustrative purposes only. In the event of
conflict or inconsistency between the sketch and the legal description, the legal
description shall control.*

The subject property is not the homestead of the Grantor nor is it contiguous thereto.

The Grantee's use of the property is restricted to public park, public right-of-way and
other public infrastructure purposes, and such other uses as may be approved in writing by the
Grantor, its successors or assigns.

SUBJECT to valid and enforceable zoning restrictions imposed by governmental
authority, valid and enforceable easements and restrictions of record and taxes for 2014 and
subsequent years.

Tax Parcel -
Section __, Range __, Township __

Page 2

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee, except as set forth herein, that at the time of delivery of this deed the land was free from all encumbrances made by it, and that it will warrant and defend the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed & delivered
In the Presence of:

Print Name _____

Print Name _____

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____, who is personally known to me or has produced _____ as identification.

Notary Public, State of Florida
Print Name: _____
My Commission Expires:

EXHIBIT "F"

This Instrument Prepared by:

Tax Parcel
Section ___, Range ___, Township ___

**RIGHT OF WAY
SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED made the ___ day of _____, 2012,
by **INNOVATION SQUARE, LLC**, whose post office address is
_____, Gainesville, Florida 326, **GRANTOR**, to the **City of
Gainesville, Florida**, a municipal corporation existing under the laws of the State of Florida,
with its permanent post office address at Post Office Box 490, Gainesville, Florida 32627,
GRANTEE:

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations wherever the context so admits or requires)

WITNESSETH: That Grantor, for and in consideration of the sum of \$1.00 in hand paid by the Grantee, receipt of which is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate and lying in the County of Alachua, State of Florida, to wit:

Refer to Exhibit "A" attached hereto and made a part hereof. The sketch included in Exhibit "A" is provided for illustrative purposes only. In the event of conflict or inconsistency between the sketch and the legal description, the legal description shall control.

The subject property is not the homestead of the Grantor nor is it contiguous thereto.

The Grantee's use of the property is restricted to public right-of-way and public infrastructure, and such other uses as may be approved in writing by the Grantor, its successors or assigns.

SUBJECT to valid and enforceable zoning restrictions imposed by governmental authority, valid and enforceable easements and restrictions of record and taxes for 2014 and subsequent years.

Tax Parcel -
Section __, Range __, Township __

Page 2

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee, except as set forth herein, that at the time of delivery of this deed the land was free from all encumbrances made by it, and that it will warrant and defend the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed & delivered
In the Presence of:

Print Name _____

Print Name _____

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____, who is personally known to me or has produced _____ as identification.

Notary Public, State of Florida
Print Name: _____
My Commission Expires: