

SURPLUS PROPERTY PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 200____, by and between the **CITY OF GAINESVILLE, FLORIDA**, a municipal corporation existing under the laws of the State of Florida, whose mailing address is Post Office Box 490, Gainesville, Florida 32602-0490, hereinafter described as **SELLER**, and **WELLS S. THELOSEN**, whose mailing address is Post Office Box 1309, Gainesville, Florida 32602, hereinafter described as **BUYER**.

The **SELLER** hereby agrees to sell and the **BUYER** hereby agrees to purchase all of the following parcel of land, subject to all easements of record, being more specifically described as follows:

DESCRIPTION

Commence at point on north line of D. L. Clinch grant and 20 feet west of centerline of South Main Street, run North 85° 15' West along the north line of the D. L. Clinch Grant 733.04 feet to the Point of Beginning; thence run North 4° 45' East a distance of 646.28 feet, thence North 85° 19' 20" West a distance of 369.13 feet to a point on the east right-of-way line of Southwest 6th Street, thence South 21° 29' 30" East 402.49 feet to a the P.T. of a curve concave to the southwest and having a radius of 640 feet; Thence run southwesterly along the arc of said right-of-way curve 294.96 feet, thence run South 85° 15' East 125.21 feet to the Point of Beginning; said property being and lying in Section 8, Township 10 South, Range 20 East in the City of Gainesville, Alachua County, Florida per OR Book 1455, Page 204 (corrected at OR 2930, Page 618), containing 3.28 acres, more or less.

**DESCRIPTION FOR 30' WIDE SANITARY SEWER EASEMENT BISECTING TAX
PARCEL NUMBER 15635-007-001**

COMMENCE AT A POINT ON THE NORTH LINE OF THE D. L. CLINCH GRANT, 20 FEET WEST OF THE CENTERLINE OF THE OLD ROCKY POINT ROAD (SOUTH MAIN STREET) AND RUN N 85° 15' 00" W ALONG THE NORTH LINE OF THE D. L. CLINCH GRANT 733.04 FEET TO THE SOUTHEAST CORNER OF PARCEL I, AS DESCRIBED IN OFFICIAL RECORDS BOOK 1455, PAGE 204 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA (SAID PARCEL ALSO REFERED TO AS PARCEL I IN CORRECTIVE DEED NO. 26279 RECORDED IN OFFICIAL RECORD BOOK 2930, PAGE 618 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA); THENCE RUN N 4° 45' 00" E ALONG THE EAST LINE OF SAID PARCEL A DISTANCE OF 92.81 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 4° 45' 00" E ALONG THE EAST LINE OF SAID PARCEL A DISTANCE OF 39.75 FEET; THENCE LEAVING SAID EAST LINE RUN N 44° 14' 50" W A DISTANCE OF 269.25 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SW 6TH STREET; THENCE RUN S 21° 29' 30" E ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 27.22 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 640 FEET; THENCE SOUTHERLY ALONG SAID EAST RIGHT OF WAY LINE AND ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4° 09' 07" AN ARC DISTANCE OF 46.38 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S 19° 24' 56" E, 46.37 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE RUN S 44° 14' 50" E, A DISTANCE OF 228.16 FEET TO THE POINT OF BEGINNING. SAID PARCEL LYING AND BEING IN SECTION 8, TOWNSHIP 10 SOUTH, RANGE 20 EAST IN THE CITY OF GAINESVILLE, ALACHUA COUNTY, FLORIDA; SAID PARCEL CONTAINING 0.17 ACRES MORE OR LESS.

DESCRIPTION FOR 15' WIDE SANITARY SEWER EASEMENT ALONG THE WEST LINE OF TAX PARCEL NUMBER 15635-007-001

COMMENCE AT A POINT ON THE NORTH LINE OF THE D. L. CLINCH GRANT, 20 FEET WEST OF THE CENTERLINE OF THE OLD ROCKY POINT ROAD (SOUTH MAIN STREET) AND RUN N 85°15' 00" W ALONG THE NORTH LINE OF THE D. L. CLINCH GRANT 733.04 FEET TO THE SOUTHEAST CORNER OF PARCEL I, AS DESCRIBED IN OFFICIAL RECORDS BOOK 1455, PAGE 204 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA (SAID PARCEL ALSO REFERED TO AS PARCEL I IN CORRECTIVE DEED NO. 26279 RECORDED IN OFFICIAL RECORD BOOK 2930, PAGE 618 IN THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA); THENCE RUN N 4° 45' 00" E, ALONG THE EAST LINE OF SAID PARCEL A DISTANCE OF 646.28 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE RUN N 85° 19' 20" W ALONG THE NORTH LINE OF SAID PARCEL A DISTANCE OF 352.42 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 85° 19' 20" W ALONG THE NORTH LINE OF SAID PARCEL A DISTANCE OF 16.71 FEET TO THE NORTHWEST CORNER OF SAID PARCEL ALSO BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF SW 6TH STREET; THENCE RUN S 21° 29' 30" E ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 409.54 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE RUN N 68° 30' 30" E, A DISTANCE OF 15 FEET; THENCE RUN N 21° 29' 30" E, A DISTANCE OF 402.17 FEET TO THE POINT OF BEGINNING; SAID PARCEL CONTAINING 0.14 ACRES MORE OR LESS.

DESCRIPTION FOR 10' WIDE PUBLIC UTILITY EASEMENT FOR WATER LINE ALONG THE SOUTH LINE OF TAX PARCEL NUMBER 15635-007-001

THE SOUTHERLY 10 FEET OF THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT A POINT ON THE NORTH LINE OF THE D. L. CLINCH GRANT, 20 FEET WEST OF THE CENTERLINE OF THE OLD ROCKY POINT ROAD (SOUTH MAIN STREET) AND RUN N 85°15' 00" W ALONG THE NORTH LINE OF THE D. L. CLINCH GRANT 733.04 THE POINT OF BEGINNING; THENCE N 4° 45' 00" E, A DISTANCE OF 646.28 FEET; THENCE N 85° 19' 20" W A DISTANCE OF 369.13 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF S. W. 6TH STREET; THENCE S 21° 29' 30" E A DISTANCE OF 402.49 TO THE P. T. OF A CURVE CONCAVE TO THE S. W. AND HAVING A RADIUS OF 640 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26° 24' 22" AN ARC DISTANCE OF 294.96 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S 8° 17' 19" E, 292.36 FEET; THENCE RUN S 85° 15' 00" E A DISTANCE OF 125.21 FEET TO THE POINT OF BEGINNING; SAID PROPERTY LYING AND BEING IN SECTION 8, TOWNSHIP 10 SOUTH, RANGE 20 EAST IN THE CITY OF GAINESVILLE, ALACHUA COUNTY, FLORIDA.

Also known as: 1233 SW 6th Street Alachua County Tax Parcel 15635-007-001

1. PURCHASE PRICE AND METHOD OF PAYMENT.

The full purchase for said property (this figure does not include any additional closing costs) will be the bid price, which is payable as follows:

- (a) Cash deposit in the form of a certified check submitted with bid, paid to the City of Gainesville, receipt of which is hereby acknowledged in the sum of (10% of the offered Price): \$ 33,100.00
- (b) Certified or Cashier's check to be paid at closing (or such greater or lesser amount as may be necessary to complete payment of the

purchase price after credits and adjustments). \$ 297,900.00

(c) The entire purchase price totals \$ 331,000.00 and is to be paid at or by closing.

The parties agree that all offers are contingent upon City Commission approval of the purchase. Therefore, if the City Commission of the City of Gainesville does not act to approve and ratify this contract within sixty (60) days of its execution by the BUYER, this contract shall be terminated and SELLER and BUYER shall be relieved of all obligations under this contract and the deposit shall be returned to the BUYER.

2. CONVEYANCE.

The Seller agrees to convey title to the above-described property to the BUYER, by Special Warranty Deed, free and clear of all liens or encumbrances except:

- (a) Pro-Rated taxes and assessments for 2004 and any due for subsequent years.
- (b) Restrictions and easements of record, if any.
- (c) Zoning regulations and ordinances of the municipality of county in which the premises lie.
- (d) Other:

3. TITLE INSURANCE / TITLE AND ENCUMBRANCE CERTIFICATE.

BUYER may obtain at BUYER'S expense an ALTA Owner's Title Insurance Binder Form A and Policy and insuring title or a Title and Encumbrance Certificate from a recognized title insurance company or abstract company doing business in this area.

4. EXAMINATION OF TITLE:

The BUYER or his attorney shall have ten (10) days from receipt of the binder described in Paragraph 3, within which to examine the title information acquired and to signify its willingness to accept the title, whereupon the transaction shall be concluded within thirty (30) days or such earlier date as may be mutually agreeable.

If the title is unmarketable or uninsurable, the SELLER shall have thirty (30) days or a reasonable period of time within which to cure the designated defects in the title that render same unmarketable or uninsurable in the opinion of the BUYER or his said Agent, and the SELLER hereby agrees to use reasonable diligence in curing said defects, and upon the defects being cured and notice of that fact being given to the BUYER or his said Agent, this transaction shall be closed within five (5) days of delivery of said notice. Upon SELLER's failure or inability to correct the unmarketability of the title within the time limit or a reasonable period of time, at the option of the BUYER, the SELLER shall deliver the title in its existing condition, otherwise the SELLER, holding the herein mentioned earnest money deposit shall return same to the BUYER upon demand therefore, and all rights and liabilities on the part of the BUYER arising hereunder shall terminate. Provided, however, that in the event of disagreement between the SELLER and the BUYER or BUYER's Agent, as to the marketability of the title, the SELLER may offer a binder of a reputable and solvent title insurance company in this area, agreeing to insure said title against all exceptions other than those mentioned in this agreement and the standard printed exceptions, which binder shall be conclusive that said title is marketable. Said Binder and policies pursuant thereto shall be paid for by the BUYER.

5. a. SURVEY.

The BUYER shall have thirty (30) days from the date of this Contract to have the property surveyed at its expense. If the survey shows any encroachments upon or shortages in the land herein described of that the improvements located on the land herein described encroach on the land of others, a copy of such survey shall be furnished to the other party and the SELLER shall have the time to cure such defect

as the Contract allows to cure defects of title. Failure to so eliminate such encroachments shall be regarded as a default by the SELLER.

b. ENVIRONMENTAL REPORT

1. Within thirty (30) days of execution of the Purchase and Sale Agreement, the BUYER may cause a Phase I and/or II environmental study to be conducted on the premises by a qualified engineer. If the Phase I and/or Phase II environmental study conducted on the premises by a qualified engineer indicates the presence of "environmental contamination," as defined below, the BUYER shall have the option to rescind this agreement within said 30-day period.

"Environmental contamination" is defined as follows:

- (a) For groundwater, presence of contaminants in excessive levels established in the Groundwater Guidance Concentration Manual dated June 1994.
 - (b) For surface water, the presence of contaminants in excess of applicable standards adopted in Chapter 62-302, F.A.C.
 - (c) The presence of solid waste or debris upon, or within, the property in sufficient quantities that would result in significant off-site disposal expenditures, or the presence of hazardous waste, as that term is defined by EPA, upon or within the property.
2. The City will provide BUYER with copies of all environmental studies, if any, it currently has on file with respect to the premises. However, the City makes no representation or warranty as to the accuracy of any of the information provided in said reports. The City will further provide information to BUYER concerning any known environmental conditions at this time with respect to the premises, and will represent and warrant to the best of its knowledge that the City is unaware of any other known environmental conditions. The City is unwilling to assume responsibility for contracting directly for a Phase I or Phase II environmental study of the premises as the BUYER is more capable of determining what scope of work will be necessary to meet its needs. The BUYER shall confer with the Alachua County Environmental Protection Department as to the required scope of work. The Phase I or Phase II environmental study shall be undertaken by the BUYER on its own initiative and shall be done at the BUYER's own expense.

6. EXPENSES.

BUYER shall pay for the preparation of the instrument of conveyance and any documentary stamps required to be placed thereon. The BUYER shall pay the cost of recording the instrument. BUYER and SELLER shall each pay their own attorney's fees.

7. PRORATIONS.

Tax assessments, rents, insurance premiums and interest, if applicable, shall be prorated as of the closing date unless otherwise specified. The cash payments shall be increased or decreased as may be required by the proration of said items. If the amount of taxes and assessments for the current year cannot be ascertained, rates, millages and assessed valuations of the previous year, with known changes, shall be used due allowance being made for homestead or other exemptions, if allowed for either year. However, tax prorates based on an estimate may subsequently be readjusted when so agreed in the closing statement.

8. DESTRUCTION OF PREMISES.

If any improvements located upon the above-described premises are damaged by fire or other casualty before the delivery of the Deed, and can be restored to substantially the same condition as at the date of the execution of this Contract within a period of thirty (30) days thereafter, SELLER shall so restore the improvements and the closing date and the date of delivery of possession hereinabove provided shall be extended

accordingly, but if such restoration cannot be completed within said period of time, this Contract, at the option of the BUYER, shall be null and void, and the aforesaid deposit shall be returned to the BUYER. (BUYER is not to be considered as the Insurer of said property until receipt of deed unless otherwise agreed upon.)

9. DEFAULT BY BUYER.

If BUYER fails to perform this Contract within the time hereinabove specified, time being of the essence of this Contract, the SELLER shall have the right and option upon five (5) days written notice to the BUYER to terminate this Contract, and the SELLER shall be relieved of all obligations under this Contract.

10. DEFAULT BY SELLER.

If SELLER refuses to perform this Contract, the BUYER shall not thereby waive any right or remedy it may have because of such refusal. Upon SELLER's failure to correct marketability within the time limited by this Contract, all rights and liabilities arising hereunder shall terminate, or BUYER may, at his option, close this transaction in the same manner as if no such defect has been found

11. REFUSAL OF SPOUSE TO SIGN.

Failure or refusal of the wife or husband of the SELLER to execute the documents required to effectuate the sale hereunder shall be deemed a default on the part of such SELLER.

12. TIME FOR ACCEPTANCE.

If this Contract is not executed by the BUYER on or before **February 15, 2005**, the Contract and bid shall be deemed null and void. The date of the Contract for purposes of performance by both parties shall be regarded as the date of execution by the SELLER.

13. TIME OF POSSESSION.

BUYER shall be given possession of said property at closing.

14. OTHER AGREEMENTS.

This Contract will be provided to SELLER by BUYER as part of the contract agreement and, along with the associated bid documents for the above-described parcel, constitutes the entire contract between the parties. Any changes, amendments or modifications hereof shall be null and void unless same are reduced to writing and signed by the parties hereto. The obligations contained in these documents are intended to survive Closing.

15. PERSONS BOUND.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the singular, and the use of any gender shall include all genders. It is understood and agreed that all terms and conditions contained herein relating to rights and obligations of the parties subsequent to the date of closing shall remain in full force and effect after such closing.

16. CLOSING.

- a. All sales must be paid in the form of a certified or cashier's check at closing, which must occur within sixty (60) calendar days from the date this agreement is ratified by the City Commission. If closing does not occur within sixty (60) calendar days of ratification by the City Commission, this Agreement is deemed null and void.
- b. BUYER agrees to pay any additional costs associated with closing this sale, such as documentary stamps on the deed, recording fees and any and all other closing costs which may be involved in the sale of the above-referenced parcel.
- c. Disbursements of closing proceeds shall be made as soon after closing as final title certification and examination have been made, but shall be no later than five (5) business days after the date of closing.

17. ATTORNEYS' FEES, COSTS.

In the event either party hereto should default in the performance of any of the terms and conditions hereof, and it becomes necessary in the opinion of the party free from fault, to place this Contract in the hands of an attorney for enforcement or suit is brought on same, the defaulting party hereby agrees to pay all costs, charges and expenses of same, including a reasonable attorney's fee and abstract fees.

18. NOTICE TO LESSEES.

If the aforesaid described property is rented, SELLER shall give adequate lease termination notice to the tenants so that the property will be vacated by the time of closing. A copy of such termination shall be provided to BUYER not less than two weeks prior to closing.

19. NOTICES.

Except as otherwise provided herein, any notice, approval, acceptance, request, demand or statement hereunder from either party to the other party shall be in writing and shall be deemed to have been given when either delivered personally or deposited in a U.S. Mailbox, in a postage-prepaid envelope, addressed to the other party. Either party may at any time change such address by delivering or mailing, as aforesaid, to the other party, a notice stating the change and the changed address.

Addresses of the SELLER and BUYER are as follows:

SELLER

City of Gainesville
Public Works Department, MS #58
Post Office Box 490
Gainesville, Florida 32602-0490
Attn: Sam Bridges, Land Rights Coordinator

BUYER

Wells S. TheLosen
Post Office Box 1309
Gainesville, Florida 32602

20. EXCLUSIONS.

Paragraphs 8, 11 & 18 above shall not be applicable to this transaction and are hereby excluded from this agreement.

21. OTHER PROVISIONS.

a) This Purchase and Sale Agreement is intended to be construed along with the bid for this parcel. To the extent this Agreement and the bid may conflict, this Agreement will control.

Executed by SELLER this _____ day of _____, 200_____.

WITNESS

SELLER

City of Gainesville, Florida
A Florida Municipal Corporation

Witness Signature
Printed Name: _____

Barbara Lipscomb, Interim City Manager

Executed by BUYER this _____ day of _____, 200_____.

WITNESS

BUYER:

Witness Signature
Printed Name: _____

Wells S. TheLosen

This Instrument Prepared By:
Sam Bridges, Land Rights Coordinator
City of Gainesville - Public Works #58
Post Office Box 490
Gainesville, Florida 32602-0490

City of Gainesville
Tax Parcel # 15635-007-001
Section 8, Township 10 South, Range 20 East
1233 SW 6th Street

SPECIAL WARRANTY DEED

This Special Warranty Deed made the _____ day of _____, 20____, by the City of Gainesville, Florida, a municipal corporation existing under the laws of the State of Florida, whose mailing address is Post Office Box 490, Gainesville, Florida 32602-0490, GRANTOR, to Wells S. TheLosen, whose mailing address is Post Office Box 1309, Gainesville, Florida 32602, GRANTEE:

(Whenever 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:

Legal Description

Commence at point on north line of D. L. Clinch grant and 20 feet west of centerline of South Main Street, run North 85° 15' West along the north line of the D. L. Clinch Grant 733.04 feet to the Point of Beginning; thence run North 4° 45' East a distance of 646.28 feet, thence North 85° 19' 20" West a distance of 369.13 feet to a point on the east right-of-way line of Southwest 6th Street, thence South 21° 29' 30" East 402.49 feet to a the P.T. of a curve concave to the southwest and having a radius of 640 feet; Thence run southwesterly along the arc of said right-of-way curve 294.96 feet, thence run South 85° 15' East 125.21 feet to the Point of Beginning; said property being and lying in Section 8, Township 10 South, Range 20 East in the City of Gainesville, Alachua County, Florida per OR Book 1455, Page 204 (corrected at OR 2930, Page 618), containing 3.28 acres, more or less.

DESCRIPTION FOR 30' WIDE SANITARY SEWER EASEMENT BISECTING TAX PARCEL NUMBER 15635-007-001

COMMENCE AT A POINT ON THE NORTH LINE OF THE D. L. CLINCH GRANT, 20 FEET WEST OF THE CENTERLINE OF THE OLD ROCKY POINT ROAD (SOUTH MAIN STREET) AND RUN N 85° 15' 00" W ALONG THE NORTH LINE OF THE D. L. CLINCH GRANT 733.04 FEET TO THE SOUTHEAST CORNER OF PARCEL I, AS DESCRIBED IN OFFICIAL RECORDS BOOK 1455, PAGE 204 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA (SAID PARCEL ALSO REFERED TO AS PARCEL I IN CORRECTIVE DEED NO. 26279 RECORDED IN OFFICIAL RECORD BOOK 2930, PAGE 618 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA); THENCE RUN N 4° 45' 00" E ALONG THE EAST LINE OF SAID PARCEL A DISTANCE OF 92.81 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 4° 45' 00" E ALONG THE EAST LINE OF SAID PARCEL A DISTANCE OF 39.75 FEET; THENCE LEAVING SAID EAST LINE RUN N 44° 14' 50" W A DISTANCE OF 269.25 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SW 6TH STREET; THENCE RUN S 21° 29' 30" E ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 27.22 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 640 FEET; THENCE SOUTHERLY ALONG SAID EAST RIGHT OF WAY LINE AND ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4° 09' 07" AN ARC DISTANCE OF 46.38 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S 19° 24' 56" E, 46.37 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE RUN S 44° 14' 50" E, A DISTANCE OF 228.16 FEET TO THE POINT OF BEGINNING. SAID PARCEL LYING AND BEING IN SECTION 8, TOWNSHIP 10 SOUTH, RANGE 20 EAST IN THE CITY OF GAINESVILLE,

ALACHUA COUNTY, FLORIDA; SAID PARCEL CONTAINING 0.17 ACRES MORE OR LESS.

DESCRIPTION FOR 15' WIDE SANITARY SEWER EASEMENT ALONG THE WEST LINE OF TAX PARCEL NUMBER 15635-007-001

COMMENCE AT A POINT ON THE NORTH LINE OF THE D. L. CLINCH GRANT, 20 FEET WEST OF THE CENTERLINE OF THE OLD ROCKY POINT ROAD (SOUTH MAIN STREET) AND RUN N 85°15' 00" W ALONG THE NORTH LINE OF THE D. L. CLINCH GRANT 733.04 FEET TO THE SOUTHEAST CORNER OF PARCEL I, AS DESCRIBED IN OFFICIAL RECORDS BOOK 1455, PAGE 204 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA (SAID PARCEL ALSO REFERED TO AS PARCEL I IN CORRECTIVE DEED NO. 26279 RECORDED IN OFFICIAL RECORD BOOK 2930, PAGE 618 IN THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA); THENCE RUN N 4°45' 00" E, ALONG THE EAST LINE OF SAID PARCEL A DISTANCE OF 646.28 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE RUN N 85°19' 20" W ALONG THE NORTH LINE OF SAID PARCEL A DISTANCE OF 352.42 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 85°19' 20" W ALONG THE NORTH LINE OF SAID PARCEL A DISTANCE OF 16.71 FEET TO THE NORTHWEST CORNER OF SAID PARCEL ALSO BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF SW 6TH STREET; THENCE RUN S 21°29' 30" E ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 409.54 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE RUN N 68°30' 30" E, A DISTANCE OF 15 FEET; THENCE RUN N 21°29' 30" E, A DISTANCE OF 402.17 FEET TO THE POINT OF BEGINNING; SAID PARCEL CONTAINING 0.14 ACRES MORE OR LESS.

DESCRIPTION FOR 10' WIDE PUBLIC UTILITY EASEMENT FOR WATER LINE ALONG THE SOUTH LINE OF TAX PARCEL NUMBER 15635-007-001

THE SOUTHERLY 10 FEET OF THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT A POINT ON THE NORTH LINE OF THE D. L. CLINCH GRANT, 20 FEET WEST OF THE CENTERLINE OF THE OLD ROCKY POINT ROAD (SOUTH MAIN STREET) AND RUN N 85°15' 00" W ALONG THE NORTH LINE OF THE D. L. CLINCH GRANT 733.04 THE POINT OF BEGINNING; THENCE N 4°45' 00" E, A DISTANCE OF 646.28 FEET; THENCE N 85°19' 20" W A DISTANCE OF 369.13 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF S. W. 6TH STREET; THENCE S 21°29' 30" E A DISTANCE OF 402.49 TO THE P. T. OF A CURVE CONCAVE TO THE S. W. AND HAVING A RADIUS OF 640 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°24' 22" AN ARC DISTANCE OF 294.96 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S 8°17' 19" E, 292.36 FEET; THENCE RUN S 85°15' 00" E A DISTANCE OF 125.21 FEET TO THE POINT OF BEGINNING; SAID PROPERTY LYING AND BEING IN SECTION 8, TOWNSHIP 10 SOUTH, RANGE 20 EAST IN THE CITY OF GAINESVILLE, ALACHUA COUNTY, FLORIDA.

Subject to valid and enforceable zoning restrictions imposed by governmental authority, valid and enforceable easements and restrictions of record and taxes for 2004 and subsequent years.

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

To Have and 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 and Sealed in our Presence:

The City of Gainesville, Florida
A Florida Corporation

Witness Signature

Pegeen Hanrahan, Mayor

Printed Name of Witness

ATTEST:

Witness Signature

Kurt M. Lannon, Clerk of the Commission

Printed Name of Witness

**STATE OF FLORIDA
COUNTY OF ALACHUA**

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Pegeen Hanrahan and Kurt M. Lannon, the City Mayor and the Clerk of Commission, respectively, of the City of Gainesville, Florida, a municipal corporation, who are personally known to me and duly sworn, and acknowledged that as such officers, and pursuant to authority from said corporation, as its act and deed, and for the uses and purposes set forth and contained in said instrument.

Notary Public, State of Florida at Large
My Commission Expires:

Approved as to Form and Legality:

Marion J. Radson, City Attorney