

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

Tax Parcel 15704-006-000
Section 8, Township 10 South, Range 20 East

UTILITY EASEMENT

THIS EASEMENT, made this _____ day of _____, 2007, by **City of Gainesville, Florida**, a municipal corporation of the State of Florida, whose mailing address is Post Office Box 490, Gainesville, Florida 32602-0490, GRANTOR, and **AT&T Corporation**, a New Jersey corporation, whose mailing address is 400 Southwest 2nd Avenue, Gainesville, Florida 32601, GRANTEE, and,

WITNESSETH

That the said GRANTOR, for and in consideration of the sum of One (\$1.00) Dollar, and other good and valuable consideration, to it in hand paid by GRANTEE, receipt of which is hereby acknowledged, has given and granted, and by these presents does give and grant unto the GRANTEE, its successors and assigns, a perpetual easement for the purpose of constructing, operating and maintaining utility facilities and related appurtenances over, under, upon and through the following described property in Alachua County, Florida, (Easement Area) to wit:

Description

See Exhibits “A” which is attached hereto, made a part thereof.

The rights herein granted to GRANTEE by GRANTOR specifically include: (a) the right to construct, locate, operate, inspect, patrol, alter, improve, repair, rebuild, relocate, and remove said facilities; (b) the right of ingress and egress to and from the Easement Area at all times; (c) the right to upgrade the quantity and type of facilities; (d) the right to clear the Easement Area and keep it cleared of trees, limbs, undergrowth, and other obstructions which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation or maintenance of said facilities; (e) the right to trim and cut and keep trimmed and cut any trees and undergrowth on GRANTOR’s land adjacent to but outside the Easement Area which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation or maintenance of said facilities; and (f) all other rights and privileges reasonably necessary for GRANTEE’s safe and efficient installation, operation and maintenance of said facilities.

GRANTOR hereby covenants and agrees that no buildings, permanent structures or obstacles shall be located, constructed, excavated or created within the Easement Area. All openings and excavations created by GRANTEE for the purpose of installation, examining, repairing, replacing, altering or extending the facilities will be properly filled in by GRANTEE, the surface restored and the Easement Area left in good and safe condition.

GRANTOR reserves the right to require GRANTEE to relocate its facilities if GRANTOR and GRANTEE agree that such relocation is necessary for the future orderly development of the premises and such development is in physical conflict with GRANTEE’s facilities; provided, however, that GRANTEE’s agreement shall not be unreasonably withheld. In such event, said facilities will be relocated to another mutually agreed upon Easement Area within GRANTOR’s premises, provided that GRANTOR executes and delivers to GRANTEE, at no cost to the GRANTEE, an acceptable and recordable easement to cover the relocated facilities. The reasonable and necessary cost of such relocation will be borne solely by GRANTOR unless otherwise agreed in writing by GRANTEE.

GRANTEE shall have quiet and peaceful possession, use and enjoyment of this easement. GRANTOR shall not utilize or permit to be utilized the Easement Area in any way which will interfere with GRANTEE's facilities and the safe operation and maintenance thereof.

The GRANTEE shall be liable and shall indemnify, defend and hold the GRANTOR, its officers, agents, and employees harmless from all claims, suits, judgments or damages of any nature, including court costs and attorney's fees, arising out of or in connection with any act or omissions of negligence or intentional wrongdoing on the part of the GRANTEE.

GRANTOR hereby warrants and covenants that GRANTOR is the owner of the fee simple title to the premises in which the above described Easement Area is located and has full right and lawful authority to convey this easement.

TO HAVE AND TO HOLD the same unto the said GRANTEE, its successors and assigns, forever.

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed under seal on the day and year aforesaid.

Signed, sealed & delivered
In the Presence of:

CITY OF GAINESVILLE, FLORIDA
A Florida Municipal Corporation

Witness
Print Name_____

Pegeen Hanrahan, City Mayor

Witness
Print Name_____

ATTEST:

Kurt M. Lannon, Clerk of the Commission

**STATE OF FLORIDA
COUNTY OF ALACHUA**

The foregoing instrument was acknowledged before me this ____ day of _____, 2007, by Pegeen Hanrahan and Kurt M. Lannon, the City 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 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.

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

EXHIBIT "A"

Legal Description

FOR A POINT OF REFERENCE COMMENCE AT A CONCRETE MONUMENT WITHOUT IDENTIFICATION AT THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 10 SOUTH, RANGE 20 EAST; THENCE SOUTH 89°35'25" WEST, ALONG THE NORTH LINE OF SAID SECTION, A DISTANCE OF 756.11 FEET TO A NAIL AND DISC STAMPED "LB 61" AT THE CENTER LINE OF STATE ROAD NUMBER 329 (SOUTH MAIN STREET) HAVING A RIGHT OF WAY WIDTH OF 100 FEET; THENCE SOUTH 15°59'36" WEST ALONG SAID CENTERLINE, A DISTANCE OF 510.81 FEET; THENCE LEAVING SAID CENTERLINE, SOUTH 74°00'24" EAST, A DISTANCE OF 67.00 FEET TO A NAIL AND DISC STAMPED "LB 3759" AT THE EASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD NUMBER 329 AND THE BEGINNING OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 2797.79 FEET AND A CENTRAL ANGLE OF 4°42'32"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 229.94 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE SOUTH 78°42'56" EAST A DISTANCE OF 45.00 FEET; THENCE NORTH 11°35'30" EAST, A DISTANCE OF 30.00 FEET; THENCE NORTH 78°42'56" WEST, A DISTANCE OF 45.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NUMBER 329 AND A POINT ON A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 2797.79 FEET AND A CENTRAL ANGLE OF 0°36'52"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING .03 ACRES OR 1350 SQUARE FEET MORE OR LESS.

Grantor hereby reserves joint use for utilities over the Westerly Fifteen (15) feet of the above described property.