This Instrument Prepared By:
Tiffany Davis, Land Rights Coordinator
Gainesville Regional Utilities
P.O. Box 147117, MS A130
Gainesville, Florida 32614-7117

Tax Parcel No. 12720-000-000 (portion of)
Location Address: 606 SE Depot Avenue
Located in Sec. 4, T 10S, R 20E
GRU File No. U-RW-13-21
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PROPERTY UTILIZATION LICENSE

THIS LICENSE, between the CITY OF GAINESVILLE d/b/a GAINESVILLE REGIONAL UTILITIES, a Florida Municipal Corporation, whose post office address is, c/o Real Estate, P.O. Box 147117, MS A130, Gainesville, FL 32614-7117, (LICENSOR), and TELEDYNE FLIR DETECTION, INC., a Delaware Corporation, whose post office address is c/o General Counsel, 1049 Camino Dos Rios, Thousand Oaks, CA 91360 (LICENSEE);

W I T N E S S E T H:

WHEREAS, LICENSOR is the owner of certain lands pursuant to that certain Deed recorded in Deed Book 86, Page 547 of the public records of Alachua County Florida, located in Section 4, Township 10 South, Range 20 East, (the "Property"), giving LICENSOR the authority to grant rights for utilization of the Property and to restrict any occupancy or utilization of the Property which would be or could be inconsistent with the LICENSOR's use of the Property; and

WHEREAS, LICENSEE desires to occupy and utilize a portion of said Property for the limited purpose of seventy (70) additional parking spaces for the Catalyst Building, to provide a total of at least 100 parking spaces, as outlined in the lease agreement between the City of Gainesville and the LICENSEE, in the area shown on the diagram provided in Exhibit "A" ("Utilization Area"), which by this reference is incorporated herein.

NOW, THEREFORE, in consideration of the mutual promises, conditions, and other good and valuable consideration, LICENSOR hereby grants a License to LICENSEE for the purposes and upon the premises described herein in Exhibit "A", and subject to the following general conditions:

1. LICENSEE shall pay LICENSOR an application fee of $400.00 and an initial annual fee of $1,068.00 in advance, for said Utilization Area. This License shall be effective on the date the last party signed and will expire one (1) year from such date.

2. The LICENSEE must reapply annually for renewal of this License. To request renewal, the LICENSEE must submit an application to Gainesville Regional Utilities at least sixty (60) days prior to the expiration of the current License. Renewal fees will include the $400 application fee and an annual fee based on the City of Gainesville Parking Division parking fees at the time of application.

3. Payment of all License related fees to Gainesville Regional Utilities are required in advance of the issuance of the License and thereafter annually in advance.

4. That LICENSOR shall not be liable for any damages and/or losses within the Utilization Area.

5.   That the validity of this License is contingent upon LICENSEE first obtaining proper zoning, authority, approval and/or permit from the appropriate governmental body or public agency having jurisdiction over such utilization at this location. If such zoning, authority approval is not secured, this License will be null and void.

6.   That LICENSEE shall make no improvements to the Utilization Area without the prior written consent of LICENSOR and within 30 days of the completion thereof shall furnish LICENSOR with a set of as-built drawings reflecting said improvements. Initial parking lot improvements performed by the City of Gainesville, in accordance with the lease agreement between the City and the LICENSEE, and as outlined in Exhibit "A", are exempt from this requirement.

7.   The LICENSOR, by granting this License, does not guarantee that LICENSEE's utilization will not be compatible with the LICENSOR's use of the Property and any remedial action required to restore any property damage or resolve conflict will be at the LICENSEE's sole expense.

8.   LICENSEE acknowledges and understands that this License is subject to revocation if the LICENSEE does not comply with the terms of this License, and that upon revocation LICENSEE will, at LICENSEE's sole cost and expense, and within ninety (90) days after LICENSOR's written notice, cease activities within the Utilization Area.

9.   If at any time the Alachua County Property Appraiser, or any taxing authority having jurisdiction, determines the Utilization Area is subject to ad valorem or other taxes as a consequence of LICENSEE'S exercise of LICENSEE'S rights hereunder, LICENSEE shall be solely responsible for and pay said taxes promptly when due.

10.   That LICENSEE hereby expressly understands, covenants and agrees (a) that nothing contained in this License or contemplated is intended to or shall increase LICENSOR's liability for personal injury or death or for any property damage, (b) that LICENSOR does not assume any such additional liability, (c) that liability arising out of the utilization and occupancy of the Utilization Area by LICENSEE and LICENSEE's employees, agents, contractors, invitees or any representative, is hereby assumed by LICENSEE and shall be at the sole and exclusive risk of LICENSEE, (d) that LICENSEE shall answer and satisfy to LICENSOR's satisfaction any and all complaints relative to LICENSEE's use of the Utilization Area (e) that LICENSEE shall protect, defend, hold harmless and indemnify LICENSOR and its' officers and employees from and against any and all actions, claims, damages and/or loss, including, but not limited to actions or claims from LICENSEE's employees, contractors, and including, but not limited to, claims for remediation, damages or fines from governmental entities, which may be assessed now or in the future, together with any costs attorney's fees, occasioned by or growing out of any actual or claimed usage or condition of the Utilization Area arising in any manner whatsoever, directly or indirectly, by reason of this License for LICENSEE's utilization thereof, and (f) that LICENSEE covenants not to interfere with LICENSOR's use of the remainder of the Property, or existing utility facilities, in any manner whatsoever and shall fully indemnify LICENSOR from any and all losses as in Section "(e)" above resulting from such interference.

11.   LICENSEE will maintain in full force and effect policies of commercial general liability and auto liability insurance acceptable to Gainesville Regional Utilities with respect to Commercial General Liability with Bodily Injury limits not less than $100,000 each person and $1,000,000 each occurrence and with Property Damage limits not less than $1,000,000 each occurrence and $2,000,000 aggregate. LICENSEE shall have the required insurance policies endorsed by their insurance carrier to provide blanket contractual coverage, to the full limits of and for the liabilities insured under said policies; and prior to commencing use of the Utilization Area, **LICENSEE will furnish Gainesville Regional Utilities with a completed Certificate of Liability Insurance, naming the City of Gainesville/Gainesville Regional Utilities as a "Certificate Holder"**, evidencing insurance coverage of any liability assumed during use of the Utilization Area. Certificate of Liability Insurance shall be sent prior to issuance of this License, and kept on file with: Gainesville Regional Utilities, Real Estate Division, P.O. Box 147117, A-130, Gainesville, FL 32614-7117.

12.   LICENSEE understands and agrees that this License in no way implies any further rights, duties, or obligation other than what is expressly stated herein.

13.   The rights granted by LICENSOR to LICENSEE by way of this License are exclusive to LICENSEE, LICENSEE's employees, agents and contractors and are not assignable.

       IN WITNESS WHEREOF, LICENSOR and LICENSEE have caused this License to be executed on this day and year.

LICENSOR: CITY OF GAINESVILLE, FLORIDA, d/b/a
             GAINESVILLE REGIONAL UTILITIES, a
             Florida Municipal Corporation

By:_____   Date: _____
    Kristie A. Williams
    Administrative Services Director

LICENSEE: TELEDYNE FLIR DETECTION, INC.,
             a Delaware Corporation

By:_____   Date: _____
    Kathy White
    Associate Vice President
    Corporate Communications, Global Real Estate and Travel

EXHIBIT "A" – Utilization Area