

# HOLDEN, CARPENTER & ROSCOW, PL

*Attorneys and Counselors at Law*

CHARLES I. HOLDEN, JR.  
charles@gnv-law.com

JOHN F. ROSCOW, IV  
john@gnv-law.com

JESSE CAEDINGTON  
jesse@gnv-law.com

September 14, 2016

Mr. Thomas Bon, PSM  
Mr. Aaron Hickman, PSM  
Causseaux, Hewett & Walpole, Inc.  
132 NW 76<sup>th</sup> Drive  
Gainesville, Florida 32607

**RE: Neff Minor Subdivision – TPN: 05936-004-000**

Gentlemen:

Please be advised that record title to the lands, which are the subject hereof, is vested in PAMELA P. NEFF.

The subject property is not subject to a mortgage.

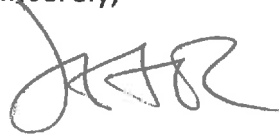
The real property is more particularly described on Exhibit "A" attached hereto.

The following easements may affect the subject property and I am enclosing copies of each herewith:

1. Easement in favor of the County of Alachua recorded in O.R. Book 672, page 377, Public Records of Alachua County, Florida.
2. Easement in favor of City of Gainesville recorded in O.R. Book 2308, page 1166, and re-recorded in O.R. Book 2309, page 1432, Public Records of Alachua County, Florida.
3. Easement in favor of City of Gainesville recorded in O.R. Book 2339, page 2483, Public Records of Alachua County, Florida.

Should you require additional information from my office, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'JFR', with a stylized flourish at the end.

John F. Roscow IV

Enclosures

cc: Pamela Neff

**EXHIBIT "A"**

**Parcel 1:**

Government Lot No. 5 in Section 34, Township 8 South, Range 19 East, less the following: Commence at the Northwest corner of Section 3, Township 9 South, Range 19 East, outside the Arrendondo Grant, said point being on the South line of Section 34, Township 8 South, Range 19 East, thence run East 677.77 feet, thence run North 3 degrees West 150 feet, thence run North 3 degrees West 200 feet, thence run West 721.61 feet, to the East side of County Road No. N.W. 31; thence South 3 degrees East 200 feet, thence South 4 degrees East along County Graded Road 150 feet, thence North 87 degrees East 41.65 feet to the Point of Beginning; all lying and being in Alachua County, Florida.

Less and Except the following described lands:

Commence at the Northwest corner of Section 3, Township 9 South, Range 19 East, outside the Arrendondo Grant, said point being on the South line of Section 34, Township 8 South, Range 19 East, thence run East 677.77 feet, thence run North 3 degrees West 350 feet to the Point of Beginning; thence run West 721.61 feet to the East side of County Road No. N.W. 31, thence run North 3 degrees West 1208.96 feet along the East right-of-way of County Road no. N.W. 31, thence run East 721.61 feet, more or less to the East boundary of Government Lot 5, thence run South 3 degrees East 1208.96 feet along the East boundary of Government Lot 5 to the Point of Beginning.

**Parcel 2:**

Commence at the Northwest corner of Section 3, Township 9 South, Range 19 East, outside the Arrendondo Grant, said point being on the South line of Section 34, Township 8 South, Range 19 East, thence run East 677.77 feet, thence run North 3 degrees West 350 feet to the Point of Beginning; thence run West 721.61 feet to the East side of County Road No. N.W. 31, thence run North 3 degrees West 1208.96 feet along the East right-of-way of County Road No. N.W. 31, thence run East 721.61 feet, more or less to the East boundary of Government Lot 5, thence run South 3 degrees East 1208.96 feet along the East boundary of Government Lot 5 to the Point of Beginning.

1/10/70

*Edward S. L. J. Miller*

PARCEL NO. 4

COUNTY ROAD Turkey Creek (NW-31)

ALACHUA COUNTY, FLORIDA

### Easement

THIS EASEMENT, made this 9 day of October, A. D. 19 70

by M. L. Shea & wife, Mary C. Shea

as part 105 of the first part, and the COUNTY OF ALACHUA, A Political Subdivision of the State of Florida, for the use and benefit of the Alachua County Road Department, as party of the second part.

#### WITNESSETH:

That the said part 105 of the first part, for and in consideration of the sum of One Dollar and other valuable considerations, to them in hand paid by the party of the second part, receipt of which is hereby acknowledged, has given and granted, and by these presents does give and grant unto the party of the second part, its successors and assigns, a perpetual easement over and across the following described property in Alachua County, Florida, to-wit:

That part of Government Lot 5 of Section 34, T8S, R19E, lying East of County Road NW-31, less the following described lands: Commence at NW corner of Section 3, T9S, R19E outside Arredondo Grant, said point lying on the South line of said Section 34, and being the P.O.B. thence run North 88 degrees 29' 02" east along the south line of Section 34 a distance of 677.77 ft., thence run North 3 degrees 29' 30" W 150 feet, thence run N 3 degrees 22' 33" West 200 ft., thence run S 88 degrees 24' 57" W 721.61 ft. to the East side of said County Road NW-31, thence run S 3 degrees 35' 18" East along said County Road 200 feet, thence run S 4 degrees 06' 18" East along said County Road 150 feet to the South line of Section 34, thence run N 87 degrees 25' 42" East along said South line 41.65 ft. to the P.O.B. Being and lying in Section 34, T8S, R19E, Alachua County, Florida that lies within 50 feet of the following described centerline:

Commence at the NW corner of Government Lot 5 in Section 34, T8S, R19E, thence run North 9 degrees 34' 4" West 115.27 feet, thence North 89 degrees 35' 56" East 331.24 feet, thence South 2 degrees 57' 34" East 709.64 feet, to the P.O.B., thence north 84 degrees 52' 0" East 434.48 feet to the end of said survey line.

Wayne M. Carlisle  
Alachua County Attorney  
P. O. Drawer 0  
Gainesville, Florida 32601

for the purpose of constructing, repairing and maintaining a drainage system over, across and beneath the surface of said land.

TO HAVE AND TO HOLD the same unto the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF the said parties of the first part have caused these presents to be executed the day and year aforesaid.

Signed, Sealed and Delivered  
in the presence of 2 witnesses

W. R. Brewster  
Witness

A. I. Moats  
Witness

M. L. Shea (SEAL)  
M. L. Shea

Mary C. Shea (SEAL)  
Mary C. Shea

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Florida

COUNTY OF Alachua

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared

M. L. Shea and Mary C. Shea

to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this

20th day of October

A. D. 1970



Margaret S. Shea  
Notary Public, State of Florida at  
Large.  
My Commission expires July 27, 1974

672 PM 378

RETURN TO CLERK OF THE COMMISSION  
OF THE COMMISSION

This Instrument Prepared By  
Ann M. Mullins, Land Rights Coordinator  
Real Estate Division  
Gainesville Regional Utilities  
P.O. Box 147117, Sta. A130  
Gainesville, FL 32614-7117

Tax Parcel No. 5936-004-000  
Section 34 Township 8 South Range 19 East

GRU File No. U-4-67-00  
Page 1 of 4

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 1701757 2 PGS  
2000 AUG 22 09:54 AM BK 2308 PG 1166  
J. K. "BUDDY" IRBY  
CLERK OF CIRCUIT COURT  
ALACHUA COUNTY, FLORIDA  
CLERK'S Receipt #025957  
Doc Stamp-Deed: 0.70  
By: J. K. "BUDDY" IRBY D.C.

### EASEMENT

THIS EASEMENT, made this 30th day of July, 2000,  
by PAMELA P. NEEF, whose post office address is 5447 NW 46<sup>th</sup> Terrace, Gainesville, Florida,  
GRANTOR, and CITY OF GAINESVILLE, Florida, a municipal corporation, whose post office  
address is P.O. Box 490, Gainesville, Florida 32602, GRANTEE;

### 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 public utility facilities and related appurtenances over, under, upon and through the  
following described property in Alachua County, Florida, to wit:

AS DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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, except as expressly provided herein, no  
buildings, 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 examining,  
repairing, replacing, altering or extending the facilities will be properly filled by GRANTEE, the  
surface restored, and the Easement area left in good and safe condition. Moveable fences are permitted  
on the Easement area, provided they are placed so as to allow ready access to GRANTEE's facilities  
and provide a working space of not less than six feet (6') from fire hydrants, manhole centers, and ten  
feet (10') from the opening side of any pad mounted transformer; three feet (3') from water meters,  
valve box centers, and the other three sides of any pad mounted transformer and further provided that  
GRANTOR assumes all risk of loss for any moveable object placed in the easement area. Fire hydrants  
must be accessible from the roadway or closest paved surface.

GRANTOR agrees not to call upon GRANTEE to relocate its facilities, unless it is determined  
jointly by GRANTOR and GRANTEE that such relocation is necessary for the future orderly  
development of the premises and such development is in physical conflict with GRANTEE's facilities.  
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 cost of  
such relocation will be borne solely by GRANTOR unless otherwise agreed in writing by GRANTEE.

6360

GRF File No. 1-1-67-001  
Page 2 of 4

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.

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 grant and 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 and delivered  
in the presence of:

Witness Signature

Print Name: JAMES A NEFF

Witness Signature

Print Name: Richard Thompson

By:

Pamela P. Neff

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of August 2000, by Pamela P. Neff. She is personally known to me or has produced                      as identification.

Signature of Notary

Print Name: Eugenia S. Golden

Notary Public, State of Florida

My Commission Expires: April 24, 2004

EUGENIA S. GOLDEN  
Notary Public - State of Florida  
My Commission Expires: Apr 24, 2004  
Commission # 00011122

Approved as to Form and Legality:

By:

Raymond O. Manasco, Jr.

Utilities Attorney

City of Gainesville, Florida

RETURN TO CLERK OF THE COMMISSION  
OF THE COMMISSION

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 1701757 2 PGS

2000 AUG 22 09:54 AM BK 2308 PG 1166

J. K. "BUDDY" IRBY  
CLERK OF CIRCUIT COURT  
ALACHUA COUNTY, FLORIDA  
CLERK'S Receipt #025957

Doc Stamp-Deed: 0.70

By: L. J. [Signature] D.C.

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 1703112 4 PGS

2000 AUG 28 11:47 AM BK 2309 PG 1432

J. K. "BUDDY" IRBY  
CLERK OF CIRCUIT COURT  
ALACHUA COUNTY, FLORIDA  
CLERK'S Receipt #026652

Doc Stamp-Deed: 0.70

By: L. J. [Signature] D.C.

This Instrument Prepared By  
Ann M. Mullins, Land Rights Coordinator  
Real Estate Division  
Gainesville Regional Offices  
P.O. Box 147117, Sta. A110  
Gainesville, FL 32614-7117

Tax Parcel No. 5916-004-000  
Section 31 Township 8 South Range 19 East

GRI File No. 1-1-67-00  
Page 1 of 4

EASEMENT

THIS EASEMENT, made this 20th day of July, 2000,  
by PAMELA P. NEEF, whose post office address is 5447 NW 46<sup>th</sup> Terrace, Gainesville, Florida,  
GRANTOR, and CITY OF GAINESVILLE, Florida, a municipal corporation, whose post office  
address is P.O. Box 490, Gainesville, Florida 32602, GRANTEE.

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 public utility facilities and related appurtenances over, under, upon and through the  
following described property in Alachua County, Florida, to wit:

AS DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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, except as expressly provided herein, no  
buildings, 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 examining,  
repairing, replacing, altering or extending the facilities will be properly filled by GRANTEE, the  
surface restored, and the Easement area left in good and safe condition. Moveable fences are permitted  
on the Easement area, provided they are placed so as to allow ready access to GRANTEE's facilities  
and provide a working space of not less than six feet (6') from the hydrants, manhole centers, and ten  
feet (10') from the opening side of any pad mounted transformer, three feet (3') from water meters,  
valve box center, and the other three sides of any pad mounted transformer and further provided that  
GRANTOR assumes all risk of loss for any moveable object placed in the easement area. Fire hydrants  
must be accessible from the roadway or closest paved surface.

GRANTOR agrees not to call upon GRANTEE to relocate its facilities, unless it is determined  
jointly by GRANTOR and GRANTEE that such relocation is necessary for the future orderly  
development of the premises and such development is in physical conflict with GRANTEE's facilities.  
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 cost of  
such relocation will be borne solely by GRANTOR unless otherwise agreed in writing by GRANTEE.

COPIES OF RECORDS MAINTAINED BY THE CITY OF GAINESVILLE

6-560



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.

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 grant and 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 and delivered  
in the presence of

Witness Signature

Print Name: JAMES A. NEFF

Witness Signature

Print Name: Richard Thompson

By:

Pamela P. Neff

STATE OF FLORIDA  
COUNTY OF ALACHUA

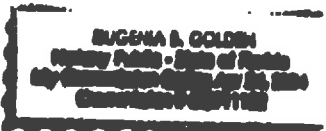
The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of August 2008, by Pamela P. Neff. She is personally known to me or has produced \_\_\_\_\_ as identification.

Signature of Notary

Print Name: Eugene P. Golder

Notary Public, State of Florida

My Commission Expires: April 29, 2011



Approved as to Form and Legality:

By: Raymond O. Manasco, Jr.

Raymond O. Manasco, Jr.

Utilities Attorney

City of Gainesville, Florida

GRU File No. U-E-67-00  
Page 3 of 4

EXHIBIT "A"

# **LEGAL DESCRIPTION SKETCH** (NOT A LAND SURVEY)

THAT PART OF GOVERNMENT LOT 5 IN SECTION 34, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, THAT LIES WITHIN 10.00 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 9 SOUTH, RANGE 19 EAST AND RUN THENCE SOUTH 87°25'42" WEST, ALONG THE NORTH LINE OF SECTION 4, TOWNSHIP 9 SOUTH, RANGE 19 EAST, 41.65 FEET TO THE EAST RIGHT OF WAY LINE OF NW 59th TERRACE; THENCE NORTH 04°06'18" WEST, ALONG SAID EAST RIGHT OF WAY LINE, 150.00 FEET; THENCE NORTH 03°06'18" WEST, ALONG SAID EAST RIGHT OF WAY LINE AND EXISTING OVERHEAD POWER LINE, 200.00 FEET TO A CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF TAX PARCEL # 5936-4; THENCE CONTINUE NORTH 03°06'18" WEST, ALONG SAID EAST RIGHT OF WAY LINE AND OVERHEAD POWER LINE, 699.52 FEET TO AN EXISTING POWER POLE; THENCE NORTH 82°40'53" EAST, ALONG AN EXISTING OVERHEAD POWER LINE, 332.33 FEET TO AN EXISTING POWER POLE; THENCE SOUTH 82°40'53" WEST, 4.81 FEET; THENCE NORTH 07°19'07" WEST, 10.00 FEET TO THE POINT OF BEGINNING OF THIS CENTERLINE; THENCE SOUTH 07°19'07" EAST, 10.00 FEET TO THE BEGINNING OF AN UNDERGROUND POWER LINE; THENCE SOUTH 14°32'49" EAST, ALONG SAID UNDERGROUND POWER LINE, 26.08 FEET; THENCE SOUTH 38°49'54" EAST, ALONG SAID UNDERGROUND POWER LINE, 28.62 FEET; THENCE SOUTH 66°36'29" EAST, ALONG SAID UNDERGROUND POWER LINE, 28.77 FEET; THENCE SOUTH 76°41'08" EAST, ALONG SAID UNDERGROUND POWER LINE, 78.15 FEET; THENCE SOUTH 85°20'14" EAST, ALONG SAID UNDERGROUND POWER LINE, 41.79 FEET; THENCE SOUTH 77°32'49" EAST, ALONG SAID UNDERGROUND POWER LINE, 42.93 FEET; THENCE SOUTH 66°14'24" EAST, ALONG SAID UNDERGROUND POWER LINE, 76.62 FEET; THENCE SOUTH 57°21'45" EAST, ALONG SAID UNDERGROUND POWER LINE, 36.97 FEET; THENCE SOUTH 40°39'59" EAST, 17.86 FEET TO THE END OF AN UNDERGROUND POWER LINE; THENCE CONTINUE SOUTH 40°39'59" EAST, 10.00 FEET TO THE TERMINUS OF SAID CENTERLINE DESCRIBED HEREIN.

## **FLOOD CERTIFICATION**

THE PARCEL SHOWN HEREON LIES WITHIN ZONE AS DESIGNATED ON THE FLOOD INSURANCE RATE MAP PANEL N/A OF FLORIDA SAID MAP DESCRIBES ZONE AS BEING

## **CERTIFIED TO:**

N/A

## **NOTES:**

1. SKETCH BASED ON EXISTING BOB SKETCH FOR THE S. LINE OF SAID SECTION 34.
2. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS NOTED.
3. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS OF WAY, AND/OR EASEMENTS WERE DISCOVERED IN THE SEARCHED RECORDS.

TYPE SURVEY	FIELD WORK COMPLETED	DRAWING COMPLETED	PROJECT NO.	FIELD BOOK	PAGE
DESCRIPTION SURVEY	02-20-00	07-17-00	00-001	N/A	N/A
SECURITY SURVEY					
FOUNDATION SURVEY					
FINAL SURVEY					

DAVID D. PARRISH LAND SURVEYING, INC.

13000 N.W. 142nd TERRACE, ALACHUA FL 32010 (904)462-8427

DAVID D. PARRISH, P.L.S.

Registered Florida Land Surveyor No. 4788

07-17-00  
Date

CERTIFICATION: I HEREBY CERTIFY THAT THIS SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 17C-4, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 471.067, FLORIDA STATUTES FOR BOB SPECIAL PURPOSE SURVEY.

REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SIGNED BY THE SURVEYOR AND SEALED WITH HIS EMBOSSED SURVEYOR'S SEAL, NUMBER 4788.



RETURN TO CLERK OF THE COMMISSION

This Instrument Prepared By:  
Ann M. Mullins, Land Rights Coordinator  
Real Estate Division  
Gainesville Regional Utilities  
P.O. Box 147117, Sta. A130  
Gainesville, FL 32614-7117

Tax Parcel No. 5936-004-000  
Section 34, Township 8 South, Range 19 East

GRU File No. U-E-8-01  
Page 1 of 4

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT 1737453 4 PGS  
2001 FEB 27 11:01 AM BK 2339 PG 2483  
J. K. "BUDDY" IRBY  
CLERK OF CIRCUIT COURT  
ALACHUA COUNTY, FLORIDA  
CLERK'S Receipt #043846  
Doc. State-Doc. #0.70  
By: Susan Shrevel D.C.

### EASEMENT

THIS EASEMENT, made this 17th day of January, 2001, by PAMELA P. NEFF, whose post office address is 5447 NW 46<sup>th</sup> Terrace, Gainesville, Florida, 32653 GRANTOR, and CITY OF GAINESVILLE, Florida, a municipal corporation, whose post office address is P.O. Box 490, Gainesville, Florida 32602, GRANTEE.

### 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 public utility facilities and related appurtenances over, under, upon and through the following described property in Alachua County, Florida, to wit:

AS DESCRIBED IN EXHIBITS "A" AND "B" ATTACHED HERETO  
AND MADE A PART HEREOF.

pick-up  
↑  
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, except as expressly provided herein, no buildings, 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 examining, repairing, replacing, altering or extending the facilities will be properly filled by GRANTEE, the surface restored, and the Easement area left in good and safe condition. Moveable fences are permitted on the Easement area, provided they are placed so as to allow ready access to GRANTEE's facilities and provide a working space of not less than six feet (6') from fire hydrants, manhole centers, and ten feet (10') from the opening side of any pad mounted transformer; three feet (3') from water meters, valve box centers, and the other three sides of any pad mounted transformer and further provided that GRANTOR assumes all risk of loss for any moveable object placed in the easement area. Fire hydrants must be accessible from the roadway or closest paved surface.

GRANTOR agrees not to call upon GRANTEE to relocate its facilities, unless it is determined jointly by GRANTOR and GRANTEE that such relocation is necessary for the future orderly development of the premises and such development is in physical conflict with GRANTEE's facilities. 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 cost of such relocation will be borne solely by GRANTOR unless otherwise agreed in writing by GRANTEE.

6/36

GRU File No. U-E-8-01  
Page 2 of 4

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.

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 grant and 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 and delivered  
in the presence of:

Nancy Meurlott  
Witness Signature

Print Name: NANCY MEURLOTT

Ann M. Mullins  
Witness Signature

Print Name: Ann M. Mullins

By: Pamela P. Neff  
Pamela P. Neff

STATE OF FLORIDA  
COUNTY OF ALACHUA

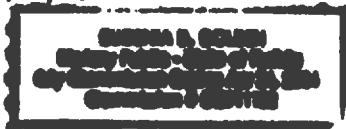
The foregoing instrument was acknowledged before me this 17 day of January, 2001, by Pamela P. Neff. She is personally known to me or has produced \_\_\_\_\_ of identification.

Eugenia B. Golden  
Signature of Notary

Print Name: Eugenia B. Golden

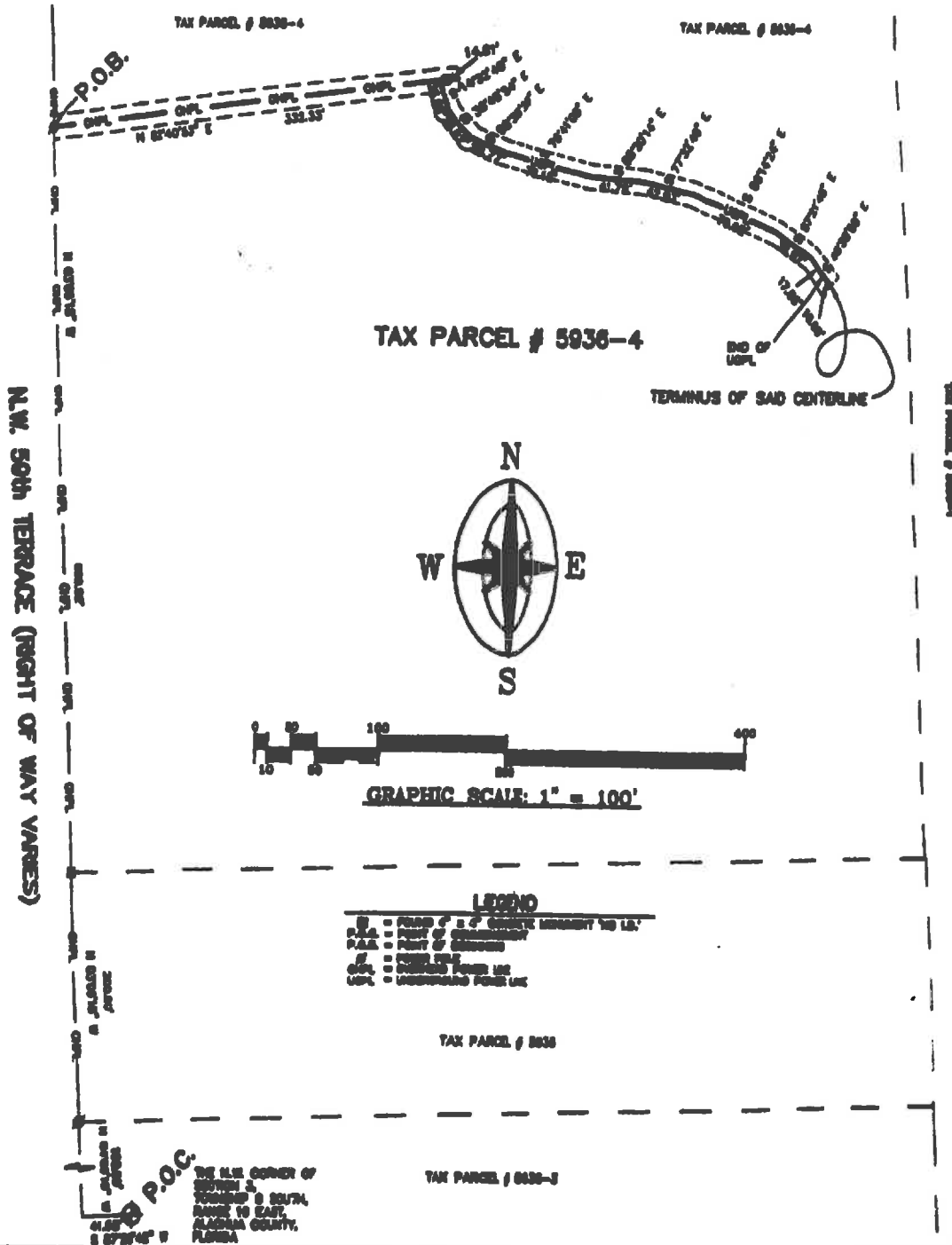
Notary Public, State of Florida

My Commission Expires: 4/24/04



Approved as to Form and Legality:

By: Raymond Q. Manasco, Jr.  
Raymond Q. Manasco, Jr.  
Utilities Attorney  
City of Gainesville, Florida



REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SIGNED BY THE SURVEYOR AND SEALED WITH HIS EMBOSSED SURVEYOR'S SEAL, NUMBER 4708.