

This instrument prepared without examination of title by:
Sean McDermott
City of Gainesville Attorney
P.O. Box 490, Station 46
Gainesville, FL 32627

FACADE PRESERVATION EASEMENT

This Façade Preservation Easement (“Easement”) is granted by [REDACTED], (the “Grantor”), and accepted by the CITY OF GAINESVILLE, a municipal corporation under the laws of Florida (the “Grantee”).

RECITALS

WHEREAS, Grantor is the owner of certain real property in Alachua County, Florida, and more particularly described in Exhibit “A,” attached hereto and made a part hereof (the “Premises”); and

WHEREAS, in connection with that certain Application for Business Improvement Grant BIG Program approved by the Grantee on [REDACTED] (the “Agreement”), Grantor agreed to provide the Grantee with an easement which, among other things, provides for the maintenance of the façade as described in the Agreement; and

WHEREAS, in accordance with the terms of the Agreement, Grantor desires to grant to the Grantee, and Grantee desires to accept, an easement on the Premises; and

NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, paid by each party, the receipt and sufficiency of which are hereby acknowledged by Grantor and Grantee, and in further consideration of the mutual promises and representations made herein, the parties agree as follows:

1. The foregoing recitals comprise a material part of this document and are incorporated herein.

2. Grantor does hereby grant and convey to the Grantee and Grantee hereby accepts an easement for the preservation of the Façade of the Premises (the “Façade ”), which consists of all of the exterior surfaces of the structures on the Premises. The Façade does not include interior facing elevations of the Premises. It is contemplated by the parties that the Façade is to be maintained as provided for herein in accordance with the approved Agreement. The parties may agree to use photographs with accompanying text description of the materials shown, constituting a convenient record of the state of the Façade as of the date of completion, and such record shall then be used as the primary evidence for enforcement of this Easement.

3. The Grantee shall have and hold the Easement granted and conveyed to the benefit of the Grantee, its successors and assigns, commencing on the date this Easement is recorded in

the Public Records of Alachua County. Within ten days of the Completion Date of the Project as described in the Agreement, Grantor shall record this Easement in the Public Records of Alachua County, Florida. Unless earlier terminated by final judgment of a court of last resort or by mutual agreement of the parties, this Easement shall remain in effect for five years from the date this Easement was recorded in the Public Records, at which point, provided Grantor is not in default hereunder, with notice of such default recorded in the Official Records of Alachua County, Florida, this Easement shall expire and be of no further force or effect. Such expiration shall be self-operative and shall not require the filing of any further instrument of termination.

4. Without the prior express written consent of Grantee, such consent not to be arbitrarily withheld, conditioned, or delayed, Grantor will not undertake nor permit to be undertaken:

(a) Any alteration, construction, remodeling, demolition, or reconstruction of structures on the Façade that would be a material alteration of, or substantial addition to, the present appearance of said Façade; or

(b) The exterior extension of the Façade or the erection of any new or additional structures attached to the Façade; provided, however, that the cleaning, reconstruction, repair, repainting, or refinishing of presently existing elements of the Façade, to remedy damage or deterioration, is allowed without consent of Grantee so long as it is performed in a manner that will not result in a material alteration of, or substantial addition to, the present appearance of the Facade.

Notwithstanding the foregoing, Grantor shall have the right to install on the exterior of the structure, including the Façade, building and tenant signage as long as such signage is permitted in accordance with the City of Gainesville Code of Ordinances. In addition, consent of the Grantee is not be required for any action to the extent necessary to rectify a condition which, in Grantor's reasonable discretion, poses an immediate and substantial risk of causing injury to persons or property, or for any pledge of the Premises or any part hereof, as security for indebtedness or otherwise (provided such pledge shall be subject to and subordinate to this Easement).

5. Grantor agrees at all times to maintain the appearance and safe condition of the Facade herein described in a good and sound state of repair. In the event of damage to the Premises, for which repair or restoration is impractical in the reasonable opinion of the Grantor, the Grantor may choose to make payment to the Grantee calculated in accordance with Section 7.b and upon receipt of same, the Grantee shall execute a Termination and Release of Easement.

6. Grantor shall be solely responsible for the construction, maintenance, and preservation and insurance of the Façade and hereby indemnifies and holds harmless Grantee, its elected and appointed officials, employees, and agents from all costs, attorneys' fees, and claims of damage to any person, property, or premises resulting from the construction, maintenance, or preservation of the Façade, except for any loss, cost, claim, or damage caused by the gross or sole negligence of such parties.

7. In the event of a violation of this Easement, and after written notice from Grantee to Grantor generally identifying the violation, and Grantor's failure to commence to cure such violation within thirty (30) calendar days after such written notice (and thereafter diligently continue such curative work through to completion), Grantee, in order to insure the effective enforcement of this Easement shall have, and Grantor hereby grants, the following rights to Grantee:

(a) The right to institute legal proceedings to require the restoration of the Façade to the condition as it generally existed immediately prior to the event or incident for which such work is required; or

(b) The right of liquidated damages based upon the failure to maintain the Façade for the duration of this Easement, calculated as follows: number of whole months remaining in the term of this Easement (at time of notice of violation) divided by number of whole months in the entire term of this Easement, times the dollar amount of reimbursement made from Grantee to Grantor for the Façade improvements; or

(c) The right to seek any and all other legal and equitable remedies to enforce Grantor's obligations hereunder.

The failure of the Grantee to enforce any provision herein shall in no event be deemed a waiver of such provision or the right of the Grantee to thereafter enforce such provision.

8. The Grantor agrees that employees or agents of the Grantee are permitted at reasonable times (which shall be established in advance by five (5) business days written notice to Grantor) to come upon the Premises to inspect the Façade for violations of any of the covenants in this Easement.

9. If any of the provisions of this Easement are determined to be unenforceable or void, this shall not in any way affect the validity or enforcement of any of the other provisions.

10. Any notices required by this Easement must be made to the addresses below. Such notice or response will be deemed given by either party when hand delivered or deposited for mailing by certified or registered U.S.P.S. mail, return receipt requested, addressed to the party to whom such notice or response is required to be given at his or its address set forth below or at such other address as such party may have designated by notice duly given as provided in this section.

To Grantor: Company
Address
Gainesville Florida, ZIP

To Grantee: Gainesville Community Redevelopment Agency
Attn: Business Improvement Grant (BIG) Program Manager
2153 SE Hawthorne Road
Gainesville, FL 32641

11. All provisions of this Easement shall be construed to be covenants running with the land, shall touch and concern the land and with every part thereof and interest therein, and all provisions shall be binding on the parties hereto and on their successors and assigns and any subsequent owners of the Premises, specifically including any condominium associations or condominium unit owners. Grantor agrees that the existence and binding nature of the restrictions contained in this Easement will be referenced by Grantor in any subsequent lease, deed, or legal instrument by which Grantor divests itself of title to or possessory interest in the Premises, or any part thereof.

12. This Easement 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 Easement must be brought and heard in Alachua County, Florida. The prevailing party in any such litigation shall be entitled to all costs thereof, including, but not limited to, reasonable attorneys' fees and court costs at all trial and appellate levels.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Easement.

Signed, sealed & GRANTOR: Company
delivered Attn: Name

In the Presence of:

Signature: _____

Name: _____

Print
Name: _____

Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
20_____, by _____ (name), as the _____ (title) of
_____ (name of entity), an entity authorized to do business
in the state of Florida, and who has acknowledged that he/she has executed the same on behalf of
said entity, and that he/she was authorized to do so. He/She is personally known to me or has
produced _____ as identification.

Notary Public, State of _____
My Commission Expires: _____

Signed,
delivered

sealed

& GRANTEE

City of Gainesville

In the Presence of:

By: _____

Name: _____

Name: Cynthia W. Curry,
City Manager, City of Gainesville

Name: _____

**STATE OF FLORIDA
COUNTY OF ALACHUA**

The foregoing instrument was acknowledged before me this ___ day of _____, 20_____, by Cynthia W. Curry, as the Gainesville’s City manager, and who has acknowledged that she executed same on behalf of said Agency, and that she was authorized to do so. She is personally known to me.

Notary Public, State of Florida
My Commission Expires: _____

**Exhibit A
Legal Description**

INSERT LEGAL DESCRIPTION

Street Address

INSERT STREET ADDRESS