

This instrument prepared by:
Herbert W. A. Thigle, Esq., County Attorney
Leon County Attorney's Office
301 South Monroe Street, Suite 202
Tallahassee, Florida 32301

Buck Lake Road Widening Project
(Davis Dr. to Pedrick Rd.)
Tax ID # 112320406000.0

TEMPORARY CONSTRUCTION EASEMENT
(Parcel 741)

THIS TEMPORARY CONSTRUCTION EASEMENT is made by and between EMBARQ FLORIDA, INC. D/B/A CENTURYLINK whose address is 5454 W. 110th St., Mailstop: KSOPKJ0902-RETA, Overland Park, KS 66211 (Attn: Real Estate Manager), as Grantor, to LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, having a mailing address of 301 South Monroe Street, Tallahassee, Florida 32301, as Grantee.

WITNESSETH:

THAT Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto Grantee, its successors and assigns, subject to the terms and conditions contained herein, a temporary construction easement ("Easement") to enter upon the lands of the Grantor for purpose of tying in and harmonizing said lands and the improvements thereon to the improvements to be constructed in connection with the Buck Lake Road Widening Project from Davis Drive to Pedrick Road (the "Project"), and for the purpose of Grantee's use of said lands by the equipment, machinery, etc., in conjunction with the construction of the Project to be undertaken by the Grantee's Department of Public Works, said temporary construction easement to run in, over, under, on, and through a parcel of land legally described on Exhibit "A" ("Easement Tract") said Easement Tract being a portion of the real property legally described on Exhibit "B" ("Property"), both exhibits being attached hereto and incorporated by reference herein.

The Easement is granted subject to the following:

1. Grantee's entry onto and use of the Property will be limited to the Easement Tract.
2. Reasonable vehicular access to the Property will be maintained at all times. In addition, Grantee, its successors, assigns, agents, contractors and employees agree to: (i) take due care to avoid damaging or causing damage to the Property in any manner not consistent with the purpose for which this temporary construction easement is granted; (ii) at all times cooperate with Grantor and comply with reasonable requests not inconsistent with the purpose for which this temporary construction easement is granted; and (iii) upon completion or abandonment of the construction activities authorized herein, Grantee will, at its sole cost and expense, promptly remove or cause to be removed from the Property all equipment, materials and debris arising from the construction of such improvements, restoring the same to substantially the same condition that existed prior to such construction, except to the extent the condition of the property is changed by the exercise of the right to so construct as specifically granted herein.
3. Grantee acknowledges and agrees that the rights granted hereunder are subject to those matters apparent and visible and also to all matters of record existing as of the date hereof. Grantor will have the right to use and enjoy the Property, including the Easement Tract, to the extent that such rights do not materially interfere with the purpose for which the Easement is granted.
4. Except for any damage, liability or injury arising from the negligence or intentional misconduct of Grantor, its employees, agents and contractors, Grantee will indemnify and hold Grantor harmless from and against any and all damages to any person or real or personal property to the extent arising from the activities conducted or authorized by Grantee, its agents, employees or contractors on the Property.

5. The Easement will expire upon the completion of the Project, but in any event, not later than 60 months from the date of execution herein below.

TO HAVE AND TO HOLD the same unto Grantee, its successors and assigns, and Grantor will defend the title to said lands against all persons claiming by, through, or under Grantor.

IN WITNESS WHEREOF, Grantor has caused these presents to be duly executed on the date shown below.

Signed, sealed and delivered
in the presence of:

[Signature] (witness signature)
KAREN Y. ALSABEROK (typed or printed name)
[Signature] (witness signature)
JANE D. LEE (typed or printed name)

EMBARQ FLORIDA, INC. D/B/A
CENTURYLINK

By: [Signature]
Name:
Title: VP/CM
Date: 10/14/10

STATE OF Florida
COUNTY OF Levy

Miller The foregoing instrument was acknowledged before me this 14 day of October, 2010 by Eric M. who is personally known to me or who has produced Personally as identification, and who did take an oath.

NOTARY PUBLIC

Signature Nancy Cusmano Shank
Typed or printed name Nancy Cusmano Shank
My Commission expires June 19, 2013

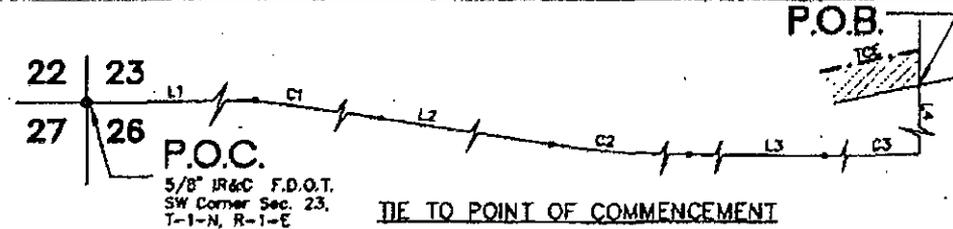




325 JOHN KNOX ROAD, BLDG. 200
TALLAHASSEE, FLORIDA 32303 (850)656-1212
BPSM CERTIFICATE OF AUTHORIZATION NO. LB 0340

SKETCH OF DESCRIPTION PARCEL 741

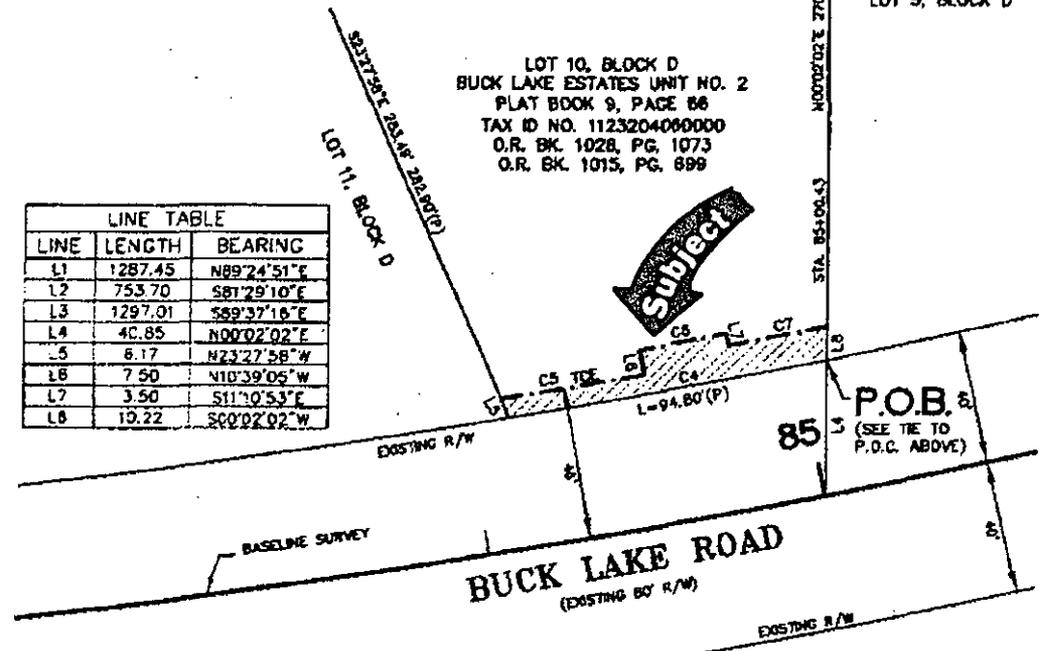
BUCK LAKE ROAD IMPROVEMENT PROJECT
LEON COUNTY FLORIDA
LEON COUNTY PUBLIC WORKS



CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	49.26	3819.33	7°44'22"	S81°51'20"E	49.26
C2	513.53	5729.85	8°08'07"	S65°33'13"E	512.84
C3	597.47	2864.93	11°56'55"	N84°24'16"E	536.38
C4	94.82	2824.93	1°55'24"	S78°13'30"W	94.82
C5	42.69	2818.93	0°52'03"	N79°46'57"E	42.69
C6	26.01	2811.43	0°31'48"	N79°05'01"E	26.01
C7	29.35	2814.93	0°35'51"	N78°31'11"E	29.35



LINE	LENGTH	BEARING
L1	1287.45	N89°24'51"E
L2	753.70	S81°29'10"E
L3	1297.01	S89°37'16"E
L4	40.85	N00°02'02"E
L5	6.17	N23°27'58"W
L6	7.50	N10°39'06"W
L7	3.50	S11°30'53"E
L8	19.22	S00°02'02"W



GENERAL NOTES:

- BEARINGS ARE GRID, REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, LAMBERT PROJECTION, NORTH ZONE, (NAD 83/ADJUSTMENT OF 1986).
- THIS SKETCH AND DESCRIPTION IS BASED ON A RIGHT-OF-WAY MAP (BUCK LAKE ROAD) PREPARED BY BASKERVILLE-DONOVAN, INC., FILED ON RECORD WITH LEON COUNTY PUBLIC WORKS DEPARTMENT.

----- PROPOSED R/W
- - - - - TEMPORARY CONSTRUCTION EASEMENT

THIS IS NOT A SURVEY

TAX I.D. NO.: 1123204080000
AREA TAKEN: N/A
EASEMENT AREA: 888 S.F.
REMAINDER: N/A

AC.	= ACRES	I.P.	= IRON PIPE	PKD	= PARKER KEYLON NAIL	R	= RADIUS
B/L	= BASELINE	I.R.	= IRON ROD	PRN	= PERMANENT REFERENCE	RCE	= RACE
C.B.	= CHORD BEARING	IR&C	= IRON ROD & CAP	PRM	= PERMANENT MONUMENT	RT (RT)	= RIGHT (RT)
C/L	= CHORD LENGTH	L	= LEFT	P/B	= PLAT BOOK	R/W	= RIGHT OF WAY
CONST.	= CONSTRUCTION	LS	= LAND SURVEYOR	(P)	= PLAT DATA	SEC.	= SECTION
C.M.	= CONCRETE MONUMENT	L	= LENGTH OF CURVE	P.C.	= POINT OF CURVATURE	S	= SOUTH
COR.	= CORNER	LB	= LICENSED BUSINESS	P.C.C.	= POINT OF COMPOUND	S.F.	= SQUARE FEET
D.B.	= DEED BOOK	N	= NORTH	P.O.B.	= POINT OF BEGINNING	SO.	= SQUARE
(D)	= DEED DATA	NAD	= NORTH AMERICAN DATUM	P.O.C.	= POINT OF COMMENCEMENT	S.R.	= STATE ROAD
Δ	= DELTA	N/A	= NOT APPLICABLE	P.O.C.	= POINT OF COMMENCEMENT	S.R.D.	= STATE ROAD DEPARTMENT
E	= EAST	N/D	= N/A AND DATA	P.P.C.	= POINT OF REVERSE CURVATURE	STA.	= STATION
(F)	= FIELD DATA	N.T.S.	= NOT TO SCALE	P.I.	= POINT OF INTERSECTION	T	= TOWNSHIP
F.D.D.T.	= FLORIDA DEPARTMENT OF TRANSPORTATION	C/A	= OVERALL	P.T.	= POINT OF TANGENCY	T.C.E.	= TEMPORARY CONSTRUCTION EASEMENT
FND	= FOUND	O.R.	= OFFICIAL RECORDS	P.S.M.	= PROFESSIONAL SURVEYOR AND MAPPER	TMP.	= TEMPORARY
ID	= IDENTIFICATION	P.K.	= PARKER KEYLON	R	= PROPERTY LINE	W	= WEST

Ex. A
P. 1 of 2

EXHIBIT B
PAGE 1 OF 1

SCHEDULE "A" ATTACHED

CR101576 700

Commence at a concrete monument marking the Southeast corner of Section 23, Township 1 North, Range 1 East, Leon County, Florida, and run thence North 00 degrees 18 minutes East along the Section line 161.83 feet, thence North 89 degrees 42 minutes West 510.00 feet, thence South 00 degrees 18 minutes West 295.55 feet to a concrete monument on the Northern boundary of State Road No. 158 (Buck Lake Road), marking the POINT OF BEGINNING. From said POINT OF BEGINNING, run North 00 degrees 18 minutes East 271.05 feet to a concrete monument, thence North 89 degrees 42 minutes West 200.49 feet to a concrete monument, thence Southwesterly along a curve to the right with a radius of 130.0 feet, a central angle of 13 degrees 13 minutes for an arc distance of 30.00 feet (the chord of said arc bears South 11 degrees 51 minutes West for 29.93 feet) to a concrete monument, thence South 23 degrees 22 minutes East 283.00 feet to a concrete monument on the Northern boundary of said Road No. 158, thence Northeasterly along a curve to the left with a radius of 2824.93 feet, along the Northern boundary of said Road No. 158, an arc distance of 95.00 feet to the POINT OF BEGINNING. Containing 1.00 acre, more or less.