

INSTRUMENT PREPARED BY:  
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Gainesville, Florida 32605  
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File No.: 23-0300.7 KN

## INDEMNIFICATION AGREEMENT AS TO PIPELINE EASEMENT AND ENCROACHMENT

THIS INDEMNIFICATION AGREEMENT AS TO PIPELINE EASEMENT AND ENCROACHMENT (this “**Agreement**”) is made on \_\_\_\_\_ (the “**Effective Date**”) by and between NORTH FLORIDA REGIONAL MEDICAL CENTER, INC., a Florida corporation, whose mailing address is One Park Plaza, Nashville, TN 37203 (“**NFRMC**”) and ALACHUA COUNTY, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, whose mailing address is P.O. Box 2877, Gainesville, FL 32602-2877 (the “**County**”).

### RECITALS

- A. FLORIDA GAS TRANSMISSION COMPANY, LLC, a Delaware limited liability company, (“**FGT**”) is the owner and holder of the dominant estate interest in and to certain subsurface pipeline easement rights granted pursuant to that (i) Easement Grant dated December 13, 1958 and recorded December 30, 1958 at Official Records Book 37, Page 479, Public Records of Alachua County, Florida, as modified by the Amendment of Easements dated April 9, 2018 and recorded April 9, 2018 at Official Records Book 4588, Page 1724, Public Records of Alachua County, Florida; and (ii) Easement Grant dated December 13, 1958 and recorded December 30, 1958 at Official Records Book 37, Page 481, Public Records of Alachua County, Florida, as modified by the Amendment of Easements dated April 9, 2018 and recorded April 9, 2018 at Official Records Book 4588, Page 1724, Public Records of Alachua County, Florida (Items (i) and (ii) collectively referred to herein as the “**Pipeline Easement**”).
- B. On April 9, 2018, NFRMC acquired for development purposes those certain lands conveyed in the Special Warranty Deed recorded April 9, 2018 at Official Records Book 4588, Page 1732, Public Records of Alachua County, Florida (the “**Property**”), being more particularly described as follows:
- See **Exhibit “A”** attached hereto and incorporated herein.
- C. The Pipeline Easement encumbers a portion of the Property.
- D. The Property lies adjacent to and southwesterly of the public roadway located in Alachua County, Florida known as SW 41<sup>st</sup> Boulevard, being also known as Fred Bear Drive (“**SW 41<sup>st</sup> Boulevard**”). SW 41<sup>st</sup> Boulevard is owned and maintained by the County.

- E. Pursuant to NFRMC's development of the Property (the "**Development**"), NFRMC desired to relocate and realign a part of the SW 41<sup>st</sup> Boulevard roadway onto a portion of the Property (the "**Realignment**"). For this Realignment, NFRMC constructed a roadway (the "**Roadway**") over part of the Property, said part being more particularly described as follows (the "**Roadway Parcel**"):

See **Exhibit "B"** attached hereto and incorporated herein.

- F. Part of the Roadway Parcel is subject to the Pipeline Easement.
- G. During the Development, NFRMC and FGT entered into that certain Encroachment Agreement dated November 28, 2022 and recorded February 8, 2023 at Official Records Book 5069, Page 927, Public Records of Alachua County, Florida, as modified by that certain Amendment Of Encroachment Agreement dated July 27, 2023 and recorded July 31, 2023 at Official Records Book 5109, Page 1538, Public Records of Alachua County, Florida (collectively, the "**Encroachment Agreement**") whereby FGT consented to NFRMC constructing the Roadway (and certain subsurface pipeline facilities) on the portion of the Roadway Parcel encumbered by the Pipeline Easement.
- H. To effect the Realignment, NFRMC and the County entered into that certain Capital Construction Contract No. 13939 Between Alachua County and North Florida Regional Medical Center, Inc., for Realignment of SW 41st Boulevard, dated August 24, 2023 (the "**Construction Contract**").
- I. Under the Construction Contract, NFRMC agreed to convey fee simple title in the Roadway Parcel to the County. Additionally, the County agreed to grant to NFRMC a drainage easement for the benefit of the Property encumbering that portion of the County property as described in the Construction Contract (the "**Drainage Easement**").
- J. Pursuant to the Construction Contract, the County objected to the Pipeline Easement and Encroachment Agreement (the "**Title Matter**") and demanded NFRMC resolve the Title Matter before the County would certify completion of the Roadway; authorize closure of the Old Road Segment; and accept title to the Roadway Parcel.
- K. In consideration for the County certifying completion of the Roadway; authorizing the closure of the Old Road Segment; and accepting title in the Roadway Parcel subject to the Title Matter, NFRMC agreed to (i) assign the Encroachment Agreement to the County to the extent it covers the Roadway Parcel; and (ii) enter into this Agreement thereby subjecting NFRMC and the Property to the terms and conditions contained herein.
- L. NFRMC conveyed the Roadway Parcel to the County, and the County accepted the title to the Roadway Parcel pursuant to that certain Special Warranty Deed dated \_\_\_\_\_ and recorded \_\_\_\_\_ at Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, Public Records of Alachua County, Florida.

- M. NFRMC assigned to the County its rights under the Encroachment Agreement relating to the Roadway Parcel pursuant to that certain Assignment and Assumption of Encroachment Agreement dated \_\_\_\_\_, by and between NFRMC, the County, and FGT and recorded \_\_\_\_\_ at Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, Public Records of Alachua County, Florida (the “**Assignment**”).
- N. The County conveyed the Drainage Easement to NFRMC pursuant to that certain Drainage Easement dated \_\_\_\_\_ and recorded \_\_\_\_\_ at Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, Public Records of Alachua County, Florida.
- O. Under the terms, covenants, and conditions of the Pipeline Easement, the Encroachment Agreement, and the Assignment, FGT holds certain rights and remedies which, if enforced or acted upon by FGT, could cause material harm to the County’s ownership, public purpose, and use of the Roadway or Roadway Parcel.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), and other valuable considerations, the parties agree as follows:

1. **RECITALS; EFFECT OF AGREEMENT.** The foregoing recitals are true and correct and same are incorporated herein by this reference. In the event of conflict between the terms of this Agreement and any of the terms of the Pipeline Easement, the Encroachment Agreement, or the Assignment, the terms of this Agreement shall prevail.

2. **INDEMNIFICATION AND HOLD HARMLESS; DUTY TO DEFEND; CONTROL OF DEFENSE.**

a. **Indemnification and Hold Harmless.** NFRMC will indemnify, protect, keep and hold harmless the County from and against:

- (i) any action, proceeding, claim, demand, harm, injury, or judgment made by or against the County (collectively, the “**Claim**”); and
- (ii) any liability, damages, expenses, fees (including attorney’s fees), loss, or costs incurred, paid, to be paid, or suffered by the County pursuant to a Claim (collectively, the “**Damage**”)

which is caused by, arises out of, or is related to this Agreement, the Pipeline Easement, the Encroachment Agreement, or the Assignment (the “**Indemnified Documents**”).

The term “Claim” herein is to be interpreted broadly to provide maximum protection to the County and the public. By way of example without limitation, a Claim includes: (iii) a matter caused by, arising out of, or related to the exercise of a right or remedy by FGT under the Indemnified Documents which causes Damage; (iv) any loss of, or material interruption in, the use of any portion of the Roadway caused by, arising out of, or related to the Indemnified Documents; (v) any matter against the County for inverse condemnation caused by, arising out of, or related to the Indemnified Documents; (vi) any action or matter by the County for eminent domain (for roadway, drainage, or utility purposes) caused by, arising out of, or related to the

Indemnified Documents; (vii) any action or matter by the County to remove, locate, relocate, replace, or construct new roadway, drainage, or utility facilities caused by, arising out of, or related to the Indemnified Documents; and (viii) any action or matter by or against the County for injunctive relief caused by, arising out of, or relating to the Indemnified Documents.

b. **Duty to Defend.** Upon written request by the County, NFRMC, at its sole cost and expense and without unreasonable delay, shall provide for (i) the defense of the County in any demand, proceeding, or litigation in which any third party asserts a Claim against the County; and (ii) the prosecution of a Claim by the County to prevent, reduce, terminate, or mitigate Damage (items (i) and (ii) being collectively referred to as a “**Defense**”).

c. **Control of Defense.** The County shall, in its sole discretion, have the right to select counsel of its choice and to direct and control each Defense (including directing such counsel to seek injunctive or other equitable relief against FGT). The County may, in its sole discretion, direct counsel to pursue each Defense to a final determination by a court of competent jurisdiction or settlement, and the County expressly reserves the right, in its sole discretion, to direct counsel to appeal any judgment or order. Notwithstanding anything to the contrary in this Agreement or otherwise, the County shall have the right, but not the obligation, at its own cost and in its sole discretion, to institute and prosecute any action or proceeding, or to do any other act that in its opinion may be necessary or desirable to prevent or reduce loss or damage to the County.

3. **DAMAGES TO COUNTY.** NFRMC’s indemnification of the County under this Agreement for a Claim includes without limitation any and all costs, expenses, or fees (including attorney’s fees) incurred by the County (a) to repair damage to the Roadway or Roadway Parcel caused by, arising out of, or related to the Indemnification Documents; (b) to acquire any replacement real property (whether through eminent domain actions or otherwise) for roadway, drainage, or utility purposes; or (c) for design (e.g., engineering, survey fees, etc.) and construction (e.g., costs of labor, materials, etc.) relating to the relocation and construction of replacement roadway, drainage, or utility facilities.

4. **SUBORDINATION OF DRAINAGE EASEMENT.** NFRMC acknowledges, covenants, and agrees the Drainage Easement is and shall remain subordinate to all of the County’s rights and interests under this Agreement. If FGT, pursuant to any default under the Indemnified Documents, terminates the Roadway encroachment within the Pipeline Easement area thereby forcing removal of any portion of the Roadway and related facilities, the County hereby reserves and shall have the right to amend unilaterally the Drainage Easement to authorize the County (without any cost, loss, liability, or damages to NFRMC):

- a. to take exclusive control of the Drainage Easement’s servient estate;
- b. to return, relocate, and reconstruct all or any portion of the SW 41<sup>st</sup> Boulevard roadway on the said servient estate;
- c. to grant, provide, and ensure public access over the portion of the SW 41<sup>st</sup> Boulevard roadway located to the said servient estate;
- d. to remove, relocate, and reconstruct any of NFRMC’s drainage facilities on the said servient estate (i) to a location which does not interfere with the SW 41<sup>st</sup> Boulevard

roadway use; and (ii) in a manner and to a location which does not materially interfere with the drainage use and benefit of the Drainage Easement's dominant estate.

- e. to undertake all of the work described in items 4(a) – (d) above at the sole cost and expense of NFRMC as Damages.

5. SOVEREIGN IMMUNITY. No term, covenant, or provision of this Agreement shall be construed as a waiver of the County's sovereign immunity, the limits of liability, or other provisions of §768.28, Florida Statutes; and any liability of County herein shall be interpreted as limited to only such traditional liabilities for which the County could be liable under the common law interpreting the limited waiver of sovereign immunity. Any claims against the County must comply with the procedures found in §768.28, Florida Statutes.

6. COVENANTS THAT RUN WITH THE LAND; NFRMC CONTINUING LIABILITY; RECORDING; RELEASE. The burdens and benefits of this Agreement are appurtenant to, shall be binding on and inure to the benefit of, and otherwise run with the title to the Property and the Roadway Parcel. Notwithstanding anything to the contrary in this Agreement or otherwise, NFRMC's performance and obligations under this Agreement shall exist and continue regardless of whether NFRMC owns or holds any interest the Property until such time the County releases NFRMC from this Agreement pursuant to a written instrument recorded in the Public Records of Alachua County, Florida (the "**Release**"). The County will execute the Release upon the County's receipt of (i) credible documentary evidence (e.g., current audited financial statements) showing NFRMC's successor in title to the Property (the "**Successor**") has the ability to perform all of NFRMC's continuing obligations under this Agreement; and (ii) the Successor's execution of such documents, instruments, and agreements the County may reasonably require in its discretion. The parties acknowledge this Agreement may be recorded in the Public Records of Alachua County, Florida.

7. BINDING EFFECT; AUTHORITY. This Agreement and the herein described covenants are perpetual and will bind and inure to the benefit of NFRMC and NFRMC's heirs, devisees, grantees, administrators, successors, and assigns, and will bind and inure to the benefit of the County and the County's heirs, devisees, grantees, administrators, successors, and assigns, unless and until terminated by mutual agreement by the then owners of the fee simple title of both the Property and the Roadway Parcel by an instrument in writing and recorded in the Official Records of Alachua County, Florida. All references herein made to FGT include the heirs, devisees, grantees, administrators, successors, and assigns of FGT. Each person whose signature appears on behalf of a party below represents and warrants to the other party that the signer is authorized to enter into this Agreement without the consent of any other person, and the signor's signature binds the party on behalf of whom such person is signing. Additionally, the signors execute this Agreement only on behalf of their respective entities; the signors do not personally assume, and shall not be personally liable for, any performance required by either party under this Agreement.

8. INTERPRETATION; HEADINGS. No presumption shall be created in favor of or against either party with respect to the interpretation of any term or provision of this Agreement due to the fact that this Agreement or any portion thereof was prepared by or on behalf of one of said

parties. The captions used in connection with the paragraphs of this Agreement are for reference and convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Agreement or be used in interpreting the terms and provisions of this Agreement.

9. NOTICES. Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. All notices shall be deemed delivered two (2) business days after mailing, unless delivery is by personal delivery in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, the parties' representatives are:

As to NFRMC:

North Florida Regional Medical Center, Inc.  
One Park Plaza  
Nashville, TN 37203

And

P.O. Box 750  
Nashville, TN 37202

As to County:

Alachua County Public Works  
5620 NW 120<sup>th</sup> Lane  
Gainesville, FL 32653  
Attn: Public Works Director

10. AMENDMENT; SEVERABILITY. This Agreement may be amended or modified only in writing, executed by each party. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms and intent to such illegal, invalid or unenforceable provision as may be possible and be legal, valid or enforceable.

11. NON-WAIVER. No waiver of provisions of this Agreement or any amendment thereto shall be effective unless they are in writing and signed by the party against which enforcement is to be had. The failure of any party to exercise any right in this Agreement will not waive such right in the event of any further default or non-compliance.

12. CHOICE OF LAW; VENUE. This Agreement is intended to be performed in the State of Florida and shall be construed and enforced in accordance with the laws of the State of Florida. Proper venue for any litigation arising out of this Agreement will be in Alachua County, Florida and nowhere else.

13. ATTORNEY'S FEES; WAIVER OF JURY TRIAL. If any litigation arises under this Agreement between the parties, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred in the trial court and on appeal by the prevailing party including a reasonable attorney's fee. EACH PARTY EXPRESSLY WAIVES JURY TRIAL IN ALL ACTIONS, PROCEEDINGS, OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

[signature pages follow]

**SFPA 23-0300.7**  
**v 05.01.24**

In witness whereof, this Agreement has been executed at on the dates below.

Signed, sealed and delivered  
in our presence as witnesses:

NORTH FLORIDA REGIONAL  
MEDICAL CENTER, INC.  
a Florida corporation

\_\_\_\_\_  
Witness  
Print: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness  
Print: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
TODD MAXWELL  
as its Vice President  
Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization on \_\_\_\_\_, by TODD MAXWELL, as Vice  
President of NORTH FLORIDA REGIONAL MEDICAL CENTER, INC., a Florida corporation, on behalf  
of said company. Said person is  personally known to me or  produced  
\_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Public - State of Florida  
Print: \_\_\_\_\_



**EXECUTED** this \_\_\_\_ day of \_\_\_\_\_, by the Chair of the Board of County Commissioners of and for Alachua County, a charter county and political subdivision of the State of Florida, acting within her signature authority as granted by the Board of County Commissioners.

ALACHUA COUNTY  
A political subdivision  
of the state of Florida

By: \_\_\_\_\_  
MARY C. ALFORD, Chair  
Board of County Commissioners

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
J.K. "JESS" IRBY, ESQ.  
Clerk of Court

By: \_\_\_\_\_  
Alachua County, County Attorney

## EXHIBIT "A" – The Property Legal Description<sup>1</sup>

BEGIN AT THE SOUTHEAST CORNER OF FRANKLIN JOHNSON'S LOT ON THE GARY GRANT LINE, ALSO BEING THE SOUTHEAST CORNER OF LOT 21 AS DISPLAYED ON THE PLAT OF RICELANDS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK D, PAGE 74, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN NORTH 00°32'09" WEST ALONG THE EAST LINE OF SAID LOT 21 AND ITS NORTHERLY EXTENSION, A DISTANCE OF 999.60 FEET TO THE SOUTHEAST CORNER OF LOT 1, AS DISPLAYED ON SAID PLAT, AND THE NORTHERLY RIGHT-OF-WAY LINE OF RICELAND AVENUE (60' RIGHT-OF-WAY), AS DISPLAYED ON SAID PLAT; THENCE RUN SOUTH 57°58'19" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND THE SOUTHERLY LINES OF LOT 1 AND LOT 2 AS DISPLAYED ON SAID PLAT, A DISTANCE OF 456.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE RUN NORTH 01°54'56" WEST ALONG THE WEST LINE OF SAID LOT 2 ALSO BEING THE EAST LINE OF LOT 3 AS DISPLAYED ON SAID PLAT, A DISTANCE OF 678.96 FEET TO A 5/8" IRON ROD; THENCE LEAVING SAID WEST LINE OF LOT 2 AND SAID EAST LINE OF LOT 3, RUN SOUTH 58°18'08" WEST A DISTANCE OF 193.59 FEET TO A 1 INCH IRON PIPE, SAID POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF RICE ROAD AS DISPLAYED ON SAID PLAT; THENCE RUN NORTH 02°01'06" WEST ALONG SAID EASTERLY LINE OF RICE ROAD, AND THE WESTERLY LINE OF SAID LOT 3, A DISTANCE OF 247.03 FEET, TO THE NORTHWEST CORNER OF SAID LOT 3, AND THE SOUTHERLY RIGHT-OF-WAY LINE OF ECIR AVENUE, AS DISPLAYED ON SAID PLAT; THENCE ALONG SAID SOUTHERLY LINE OF ECIR AVENUE, ALSO BEING THE NORTHERLY LINES OF SAID LOTS 1,2, AND 3, RUN NORTH 57°55'11" EAST A DISTANCE OF 535.82 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY OF S.W. 41ST BOULEVARD, SAID POINT LYING ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 114.00 FEET AND A CHORD BEARING OF NORTH 70°57'26" EAST AND A CHORD DISTANCE OF 171.00 FEET; THENCE RUN SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 97°10'58" AN ARC DISTANCE OF 193.36 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 260.00 FEET AND A CHORD BEARING OF NORTH 45°54'17" EAST AND A CHORD DISTANCE OF 207.67 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47°04'41" AN ARC DISTANCE OF 213.63 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN NORTH 69°26'38" EAST A DISTANCE OF 142.15 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 220.00 FEET AND A CHORD BEARING OF SOUTH 79°14'06" EAST AND A CHORD DISTANCE OF 228.73 FEET; THENCE RUN NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 62°38'33" AN ARC DISTANCE OF 240.53 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN SOUTH 47°54'49" EAST A DISTANCE OF 435.50 FEET; THENCE RUN SOUTH 01°16'57" EAST A DISTANCE OF 13.76 FEET; THENCE RUN SOUTH 47°54'49" EAST A DISTANCE OF 181.91 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 2680.79 FEET AND A CHORD BEARING OF SOUTH 41°24'35" EAST AND A CHORD DISTANCE OF 607.32 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°00'29" AN ARC DISTANCE OF 608.63 FEET, TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 11,592.10 FEET, A CHORD DISTANCE OF 81.65 FEET, A CHORD BEARING OF SOUTH 35°06'27" EAST; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°24'13" A DISTANCE OF 81.66 FEET; THENCE LEAVING SAID CURVE AND WESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 47°16'29" WEST, ALONG THE SOUTHERLY LINE OF A 150 FOOT WIDE POWER LINE EASEMENT, A DISTANCE OF 406.87 FEET; THENCE LEAVING SAID SOUTHERLY LINE RUN NORTH 42°41'40" WEST TO THE NORTHERLY LINE OF SAID POWER LINE EASEMENT ALSO LYING ON THE NORTHERLY LINE OF AFORESAID GARY GRANT, A DISTANCE OF 150.00 FEET; THENCE ALONG SAID NORTHERLY LINES, RUN SOUTH 47°16'29" WEST A DISTANCE OF 1411.77 FEET TO THE POINT OF BEGINNING.

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<sup>1</sup> Note—this description should be only for the FSED site, and not the larger parcel.

## EXHIBIT "B" – The Roadway Parcel Legal Description

[to be confirmed]

A PARCEL OF LAND SITUATED IN PORTIONS OF SECTIONS 14 AND 23, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCE** AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF SOUTHWEST 44TH STREET (ALSO KNOWN AS RICE ROAD) (40 FOOT WIDE RIGHT-OF-WAY), AS SHOWN ON RICELANDS SUBDIVISION, RECORDED IN PLAT BOOK D, PAGE 74, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND THE SOUTH RIGHT-OF-WAY LINE OF ECIR AVENUE (RIGHT-OF-WAY WIDTH VARIES), AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTIONS 26260 AND 26090, MARKED BY A 5/8" IRON ROD AND CAP (CHP LB7143); THENCE, ALONG THE NORTHERLY PROJECTION OF SAID EAST RIGHT-OF-WAY LINE OF SOUTHWEST 44TH STREET, NORTH 2°08'35" WEST, 106.90 FEET, TO THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 24 (ALSO KNOWN AS ARCHER ROAD) (RIGHT-OF-WAY WIDTH VARIES), AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTIONS 26260 AND 26090; THENCE, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 24, NORTH 57°57'04" EAST, 468.72 FEET; THENCE, CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 24, SOUTH 32°02'56" EAST, 12.00 FEET, TO THE INTERSECTION OF THE SOUTHWEST 41ST BOULEVARD AND STATE ROAD 24, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTIONS 26260 AND 26090; THENCE, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY OF STATE ROAD 24 AND THE NORTHWESTERLY RIGHT-OF-WAY OF SOUTHWEST 41ST BOULEVARD, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 41ST BOULEVARD THE FOLLOWING TWO (2) COURSES AND DISTANCES: SOUTH 32°02'56" EAST, 28.40 FEET, TO A POINT ON A NON-TANGENT CURVE; ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 116.62 FEET, A DELTA ANGLE OF 30°44'45" AND AN ARC LENGTH OF 62.58 FEET (CHORD: SOUTH 49°00'16" EAST, 61.83'), TO A POINT SITUATE ON A NON-TANGENT CURVE, ALSO BEING THE **POINT OF BEGINNING**; THENCE, CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 41ST BOULEVARD THE FOLLOWING FIVE (5) COURSES AND DISTANCES: ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 111.68 FEET, A DELTA ANGLE OF 95°24'33" AND AN ARC LENGTH OF 185.97 FEET (CHORD: NORTH 68°39'05" EAST, 165.21'), TO A POINT SITUATE ON A NON-TANGENT CURVE; ALONG SAID NON-TANGENT CURVE TO THE RIGHT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 260.02 FEET, A DELTA ANGLE OF 47°04'13" AND AN ARC LENGTH OF 213.62 FEET (CHORD: NORTH 45°51'28" EAST, 207.66'), TO A NON-TANGENT LINE; NORTH 69°23'33" EAST, 142.10 FEET, TO A POINT SITUATE ON A NON-TANGENT CURVE; ALONG SAID NON-TANGENT CURVE TO THE RIGHT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 219.96 FEET, A DELTA ANGLE OF 62°41'28" AND AN ARC LENGTH OF 240.68 FEET (CHORD: SOUTH 79°18'06" EAST, 228.85'), TO A NON-TANGENT LINE; SOUTH 47°57'27" EAST, 359.31 FEET; THENCE, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 41ST BOULEVARD, NORTH 48°27'09" WEST, 30.13 FEET, TO A POINT SITUATE ON A NON-TANGENT CURVE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 410.00 FEET, A DELTA ANGLE OF 83°08'45" AND AN ARC LENGTH OF 594.98 FEET (CHORD: NORTH 89°37'20" WEST, 544.13'), TO A POINT SITUATE ON A NON-TANGENT CURVE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE NORTH, HAVING A RADIUS OF 270.00 FEET, A DELTA ANGLE OF 83°54'03" AND AN ARC LENGTH OF 395.37 FEET (CHORD: NORTH 89°14'41" WEST, 360.98'), TO THE **POINT OF BEGINNING**.