

PURCHASE AND SALE AGREEMENT BETWEEN ALACHUA COUNTY AND 122nd and Newberry LLC

THIS AGREEMENT is made and entered into as of the day and year upon which both Seller and the County have executed this Agreement as set forth on the signature page hereof ("Effective Date"), by and between **122nd and Newberry, LLC** (the "Seller") whose address is 502 NW 16th Avenue, Suite 1 Gainesville, FL 32601 and **Alachua County**, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is 12 SE 1st Street, Office of the County Manager, 2nd Floor, Gainesville, Florida 32601 ("County").

WITNESSETH:

WHEREAS, Seller owns fee simple interest to the real property more particularly described in **Attachment A** (the "Property"); and

WHEREAS, the County intends to design and construct a public roadway north from the intersection of Northwest 122nd Street and Newberry Road SR 26 ("the Roadway"), which alignment requires the County to acquire property interests in a portion of the Property for the construction of the Roadway and required stormwater management facilities; and

WHEREAS, Federal, State or local laws require the construction of stormwater management facilities to accommodate drainage associated with the Roadway; and

WHEREAS, the Roadway is included in the Capital Improvements Element of the Comprehensive Plan as part of the County's long-term plan for mobility in the unincorporated area of Alachua County; and

WHEREAS, the County wishes to purchase the property and a drainage easement for the purposes of providing a public roadway.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the parties agree as follows:

1. **SALE OF PROPERTY FOR RIGHT-OF-WAY.** Seller agrees to sell and the County agrees to purchase that certain parcel of real property located in Alachua County, Florida, consisting of approximately 1.059 acres, more or less, and being more particularly described as "**Parcel 100**" in **Attachment "B"** attached hereto and expressly made a part of this Agreement; together with the buildings and improvements thereon, and including all fixtures and articles of personal property attached to or appurtenant to or used in connection with the premises, except as

more particularly set forth in the paragraph labeled “Fixtures” below, as well as easements, rights-of-way, privileges, benefits, contract rights, development rights, together with all appurtenances, hereditaments, and riparian and littoral rights, permits, licenses or approvals associated with said real estate (collectively, the “Right-of-Way”).

2. GRANTING OF DRAINAGE EASEMENT. Seller agrees to grant to the County a perpetual drainage easement over the approximately 2.751-acre property described as “**Parcel 802**” in **Attachment “C”** for the purposes of accommodating approximately 8.5 acre feet of stormwater run-off from the Roadway and accommodating 6.57 acre feet of run-off from the development (the “Drainage Easement”).

3. GRANTING OF TEMPORARY CONSTRUCTION EASEMENTS. Seller agrees to grant the County Temporary Construction Easements for the purposes of constructing the stormwater management facility and driveway access points. These Temporary Construction Easements shall be released by the County once construction is completed. Temporary Construction Easements are described as “**Parcel 700**”, “**Parcel 701**”, and “**Parcel 802**” included in **Attachment “D”** (the “TCE”).

4. DESIGN AND CONSTRUCTION OF STORMWATER MANAGEMENT FACILITY. County agrees to design and construct a stormwater management facility within the area described as “**Parcel 802**” in Attachment “C”. The stormwater management facility shall meet Federal, State and Local requirements for accommodation of stormwater. The Seller will be provided design plans and have 21 days to review and provide comments prior to permitting, County shall make reasonable efforts to include Sellers comments in the design of the stormwater management facility. In addition to that volume necessary to accommodate the Roadway, the County agrees to oversize the basin to accommodate an additional 6.57 acre feet of run-off from the Property. County agrees to commence construction of the stormwater management facility within two (2) years of the effective date of this Agreement. County agrees to complete construction of the stormwater management facility within eighteen (18) months from the commencement of construction. Seller acknowledges and agrees that the purpose of the County’s design of the stormwater management facility will be to accommodate stormwater generated by the Roadway, but will also include in said design an additional 6.57 acre-feet of storage capacity that may be used by Seller for the development of its Property. The County does not make any representations or warranties as to whether the stormwater management facility, including but not limited to any and all basins, will be: (i) fit for Seller’s intended purpose, or (ii) provide sufficient storage volume to accommodate Seller’s development the Property. This paragraph shall survive closing and the release of the TCE.

5. PURCHASE PRICE. Seller agrees to sell and convey, and the County agrees to purchase, the Right-of-Way described in Paragraph 1, the Drainage Easement described in Paragraph 2, and the Temporary Construction Easement described in Paragraph 3, for a total purchase price of \$1,050,000 subject to adjustments, credits, and prorations as set forth herein,

The purchase price is payable as follows:

a. **Deposit.** Within 10 (ten) business days of the effective date of this agreement, County shall deposit with SALTER FEIBER, P.A.. ("Escrow Agent"), the sum of \$10,000 as a good faith deposit (the "Deposit"). The Deposit shall be applicable to and credited against the Purchase Price at closing. The Deposit shall be placed in a non-interest bearing account.

b. **Cash Purchase Price.** Half of the purchase price shall be paid by County at closing.

c. **Multi-modal Transportation Mitigation Credit.** Within 10 business days of closing, the County shall establish a multi-modal transportation mitigation credit ("Credit") for the remainder of the purchase price of the property. The Credit may be used by the Seller to offset any required multi-modal transportation mitigation within any of the Urban Transportation Mobility Districts, as established in the Transportation Mobility Element of the Comprehensive Plan. The value of credit established in this agreement shall be determined based upon the schedule included with this agreement as Attachment "E". Should the Seller choose to use the Credit established in this agreement, the Seller will be eligible for a 15% discount on the full Multi-modal Transportation Mitigation.

6. **DELIVERY OF DOCUMENTATION.** Within 10 calendar days of the Effective Date of this Agreement, Seller shall provide the County with copies of all information in the possession or control of Seller which relates to the use or developability of the Property, including, but not limited to, any specifications for on-site or off-site improvements, prior title policies or reports, copies of all easements, surveys, site plans, engineering reports, environmental reports, reports on water and utility availability and quality, tax assessment records, zoning or other land use applications or stipulations or agreements, and copies of any permits or licenses which relate to the Property.

7. **ENVIRONMENTAL SITE ASSESSMENT.** This Agreement is contingent on the County being able to obtain an environmental site assessment of the Property which the County determines, in its sole discretion, to be satisfactory. In the event that any environmental site assessment performed by or on behalf of the County is not satisfactory to the County, the County may terminate this Agreement upon written notification to Seller during the Inspection Period.

8. **TRASH REMOVAL.** If County discovers the presence of abandoned personal property, refuse, garbage, junk, rubbish, trash and debris on the Property ("Trash"), prior to closing, Seller agrees to remove all Trash to the satisfaction of the County. If Seller does not remove all Trash from the Property prior to closing, the County, at its sole option, may elect to: (1) deduct \$500.00 from the Seller's closing proceeds, and proceed to closing, with Purchaser incurring any expenses needed to remove all Trash and clean up the Property; (2) extend the

amount of time that Seller has to remove all Trash from the Property; or (3) terminate this Agreement and neither party shall have any further obligations under this Agreement.

9. SURVEY. The County may have the Right-of-Way, Drainage Easement, and TCE surveyed at its sole expense during the Inspection Period. If the survey shows (i) any encroachments on the Right-of-Way or Drainage Easement, or that improvements, if any, on the Right-of-Way encroach on other lands, or (ii) that the Right-of-Way or Drainage Easement is not contiguous to a publicly dedicated right of way, or (iii) any other facts that affect the marketability of the title to the Right-of-Way or Drainage Easement, then any such facts or matters so shown shall constitute a "title defect" for purposes of paragraph 11.

10. EVIDENCE OF TITLE AND TITLE INSURANCE. The County may obtain, at its expense, a Commitment for an ALTA Owner's Title Insurance Policy insuring the marketable title of the Right-of-Way, Drainage Easement and TCE from a recognized title insurance company doing business in the Alachua County area, to be chosen by the County.

11. TITLE DEFECTS. If either the Survey or the Commitment reveals any title defects, the County must give written notice to Seller of any such title defects not more than 20 calendar days after receipt of the Survey or the Commitment, whichever is received last. Seller shall have a period of 30 calendar days after receipt of notice to cure the title defects. Seller shall use reasonable diligence in curing said defects. The closing date shall be extended as necessary to allow the Seller the opportunity to cure defects. If any title defects, other than those that shall be cured or satisfied at closing, remain uncleared by Seller at the end of 30 calendar days after Seller receives notice of the title defects, the Seller shall then give the County written notice of Seller's failure to cure the title defects and describe with specificity in that notice the title defects which remain uncured. The County may either terminate this Agreement or accept the uncured title defects and require the Seller to deliver the title to the Right-of-Way and Drainage Easement at closing in its existing condition. Adjustments to the purchase price reflecting the encroachments, shortages, or any difference in the acreage as stated in paragraph 5 above shall be made by mutual agreement, or failing such agreement to adjust, then either party may terminate this Agreement. Seller's reasonable diligence in curing title defects will not include the bringing of appropriate law actions.

12. CLOSING DATE. The County shall have through the 60 calendar days following the Effective Date of this Agreement to examine the title to the Right-of-Way and Drainage Easement and submit to the seller a written notice of any objections. Both parties shall then have 30 (thirty) days to resolve all objections (subject to the criteria stated in paragraph 11 above). This Agreement shall be closed on the 30th day of May, 2024, at the law office of Salter Feiber, P.A. The Public Works Director or Real Property Coordinator may agree in writing with the Seller to change the Closing Date.

13. GENERAL CONDITIONS TO OBLIGATIONS OF THE COUNTY. The obligations of the County are, at the option of the County, contingent upon these conditions:

a. The representations and warranties made by Seller herein shall be correct statements of fact as said facts exist as of the Closing Date, and at all times between the Effective Date and the Closing Date.

b. All terms, covenants, agreements and provisions of this Agreement to be complied with and performed by the Seller on or before the Closing Date shall have been duly complied with or performed.

14. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF SELLER. The Seller hereby represents, warrants, and covenants to and with the County as follows:

a. Except for those matters that will be discharged at closing, the Seller, and only the Seller, holds fee simple title to the Right-of-Way, Drainage Easement, and TCE and neither the Seller nor any other party has a common law or statutory way of necessity over or across the Property pursuant to §704.01, Florida Statutes.

b. From and after the Effective Date, Seller shall not enter into any contracts, agreements, encumbrances, liens, or other documents or instruments for or regarding the sale, transfer, disposition, assignment, conveyance, encumbrance, lien, pledge, of the Right-of-Way, Drainage Easement, or TCE, or any part thereof or any interest therein, or which may result in any lien or encumbrance with regard to the Right-of-Way, Drainage Easement or TCE, or any part thereof, or an interest therein, without the prior written consent of the County.

c. The person executing this Agreement on behalf of the Seller is fully and duly authorized to do so by Seller, and any and all actions required to make this Agreement and the performance thereof legally binding obligations of Seller, have been duly and legally taken. No further consent, authorization or approval of any person or entity is required for Seller to enter into or perform this transaction.

d. Seller has paid (or covenants that he will pay prior to Closing) any and all taxes (excluding taxes not yet due) which have or could become a lien or charge against the Right-of-Way and Drainage Easement, subject to the proration therein provided.

e. Except for the liens, encumbrances, or charges against the Right-of-Way or Drainage Easement specifically disclosed in this Agreement, there are no other liens, encumbrances, unpaid bills to vendors, outstanding obligations or charges (contingent or absolute) in existence against such Seller or any businesses conducted thereon, or any existing undisclosed or unrecorded liens, encumbrances or charges, which could adversely affect title to the Right-of-

Way or Drainage Easement after the Effective Date or the Closing Date, and Seller has no knowledge of any matters pending that could result in a lien against the Right-of-Way or Drainage Easement, or in any way substantially adversely affect title to the Right-of-Way or Drainage Easement.

f. From and after the Effective Date Seller will not cause, permit, suffer, or allow any change, modification or alternation to be made to the Right-of-Way, Drainage Easement, or TCE, or any part or portion thereof, or its physical condition without the prior written consent of County.

g. There are no leases of the Right-of-Way, Drainage Easement, or TCE, or any portion thereof, other than those disclosed herein.

h. Seller represents that during its ownership the Property has never been used for the dumping, disposal, manufacture, handling, transportation, storage, or usage of any toxic or hazardous wastes or materials, and no such toxic or hazardous waste or materials are present on, in, or under the Property, except in the normal course of Seller's business. As used herein hazardous or toxic wastes or materials shall mean and refer to any substance or matter giving rise to liability or regulations under any federal, state, or local law, statute, regulation, rule or ordinance.

i. There are no actions, suits or proceedings of any kind or nature whatsoever legal or equitable, to which Seller is a party, affecting the Property, or any portion thereof, or relating to or arising out of the ownership of the Property, in any court or before or by any Federal, state, county or municipal department, commission, board, bureau, or agency or other government instrumentality.

j. No commitments have been made, to the best of Seller's knowledge, to any governmental authority, utility company, school board, church or other religious body, or any homeowner's association, or to any other organization, group, or individual, relating to the Property which would impose an obligation upon County, or its successors or assigns, to make any contribution or dedications or money or land, or to construct, install, or maintain any improvements of a public or private nature on or off the Property, and no governmental authority has imposed any requirement that any developer of the Property pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with any development of the Property, or any part thereof.

k. To the best of Seller's knowledge, no portion of the Property has previously been determined to be a wetlands within the jurisdiction of any state agency, the Army Corps of Engineers, any water management district having jurisdiction over the Property, any agency of the City or County in which the Property is located, or any other governmental agency, entity or authority.

l. No person, firm or other legal entity other than County has any right or option whatsoever to acquire the Property or any portion thereof, or any interest therein.

m. The execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and does not constitute a violation or breach by Seller of any provision of any agreement or other instrument to which Seller is a party or to which Seller may be subject although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Seller.

n. Seller is not aware of any information or facts concerning the physical condition of the Property, or the existing or proposed governmental regulation of the use or development of the Property, which would materially or adversely affect the value or use thereof which has not been disclosed to County in writing. In the event that changes occur as to any information, documents, or exhibits referred to in any part of this Agreement, Seller will immediately disclose same to County when first available to Seller.

o. No representation, warranty or covenant in this Agreement, nor any document, certificate or exhibit given or delivered to County pursuant to this Agreement, when read singularly or together as a whole, contains any untrue statement of a material fact, or omits a material fact necessary to make the statements contained therein true in the light of the circumstances under which they were made, to the best of Seller's knowledge.

p. The Seller is not a "foreign person" as that term is defined in 26 U.S.C.A. §1445(f)(3), nor is the sale of the Property subject to any withholding requirements imposed by the Internal Revenue Code, including but not limited to 26 U.S.C.A. §1445.

15. REPRESENTATIONS AND WARRANTIES OF THE COUNTY. County hereby represents and warrants to seller as follows:

a. No consent to the transaction contemplated by this Agreement by any person or entity other than County is required.

b. No representation, warranty or covenant in this Agreement, nor any document, certificate or exhibits given or delivered to Seller pursuant to this Agreement, when read singularly or together as a whole, contains any untrue statement of material fact, or omits a material fact necessary to make the statement contained therein true in light of the circumstances under which they were made.

16. CONTINUING REPRESENTATION AND WARRANTIES. The representations and warranties of the parties contained herein shall be continuing up to and including the Closing

Date and at all times between the Effective Date hereof and the Closing Date, with the same force and effect as though such representations and warranties had been made as of Closing.

17. CLOSING COSTS. The County shall pay for the preparation of all closing documents (except those necessary to cure title defects that are the Seller's responsibility and documentary stamps), the cost of recording the deed, Owner's Title Insurance Policy including all related search and abstract fees, and the survey. Seller shall pay for the satisfaction or release of any mortgages or liens on the property, and preparation and recording costs for any curative instruments required. Each party shall pay its own attorneys' fees.

18. REAL ESTATE COMMISSIONS. Each party represents, covenants, and warrants to the other that there are no real estate brokers or any third parties entitled to receive any compensation or payment in connection with the sale and purchase of the Property.

19. PRORATION OF PROPERTY TAXES. Ad valorem real estate taxes and assessments levied against the Right-of-Way shall be prorated as of the date of closing. Real property taxes for all prior years shall be paid by Seller at or prior to Closing. Real estate taxes for all succeeding years shall be borne by the County. If the amount of taxes for the current year cannot be ascertained as of the closing, the rates, millages and assessed valuations for the preceding calendar year (with known changes) shall be used for purposes of making a tentative proration at closing; however, said taxes shall thereafter be finally reprorated by and between the Seller and the County upon receipt by Seller or the County of the statement or statements therefore from the proper taxing authorities. Seller shall remain solely responsible for all ad valorem real estate taxes and assessments associated with the Drainage Easement and TCE.

20. ASSESSMENTS AND FEES. All unpaid public assessments for street, sidewalk or other improvements, if any; city or county garbage disposal fees, incineration fees, fire service fees, and the like; impact fees payable with respect to the Property; and any other fees or payments due to any governmental authority with respect to the Property, shall be fully paid by Seller at or prior to closing.

21. CLOSING DOCUMENTS. At closing, the parties shall deliver or cause to be delivered the following:

a. Seller shall convey fee simple title in and to the Right-of-Way to the County, or the County's nominee or assignee, by general warranty deed free and clear of all liens and encumbrances except (i) the Permitted Exceptions; and (ii) such other exceptions to title appearing in the Commitment which the County has approved or accepted in writing as title exceptions under the terms hereof.

b. Seller shall convey a Drainage Easement as shown in Attachment "C" and a Temporary Construction Easements as shown in Attachment "D".

c. Seller shall furnish to the County a Seller's affidavit, in a form acceptable to the title insurance company and the County Attorney, sufficient to remove standard printed exceptions to title in the Policy regarding (i) rights or claims of parties in possession; and (ii) mechanic's liens.

d. County shall deliver, or cause to be delivered, such easements and agreements as the County and Seller mutually agree are necessary to satisfy the conditions to closing set forth herein.

e. Seller shall deliver satisfaction(s) or release(s) of all mortgages and liens on the property made, created, or assumed by Seller or to which the Property is subject.

f. Each party shall deliver any evidence of its authority to consummate the sale and to execute, deliver, and perform this Agreement and the documents referred to in this paragraph, in form and substance reasonably acceptable to the other party hereto and to the title insurance company, including, but not limited to copies of articles of incorporation, bylaws, corporate resolutions, certificates of good standing, authority, and incumbency, partnership agreements, consents, and death certificates, as appropriate.

g. Each party shall deliver any other instruments reasonably required to complete the closing, including without limitation, an appropriate closing statement, any forms required to comply with federal and state tax laws (including a 1099 Form and a nonforeign affidavit as defined by Internal Revenue Code Section 1445), and any forms required by local or state authorities to file the deed.

h. Seller shall deliver the originals of all development rights, permits, licenses, benefits, consents, or approvals, surveys, soil tests, water, sewer, or other utility capacity verification or reservation, development plans, engineering plans or specifications, tests, reports, studies, appraisals, analyses and similar documents or information in the possession of Seller pertaining to the Property, together with an assignment of all Seller's right, title and interest with regard thereto.

i. An Affidavit of Non-Foreign Status, Notice of Non-Recognition, or Withholding Certificate to establish compliance with the Foreign Investment and Real Property Tax Act of 1980 "FIRPTA". Any such documents executed and delivered by the Seller must comply with the provisions of FIRPTA and any regulations or rules promulgated thereunder. If the Closing Agent or the County has actual knowledge or have received notice that the information contained or representations made in such document(s) is false, or if the document(s) does not

otherwise comply with FIRPTA, then the Closing Agent shall withhold 10% - 15% of the amount realized by the Seller and shall remit such amount to the IRS at closing along with the properly completed remittance form.

j. Seller shall deliver satisfaction(s), release(s) or estoppel letters from lenders and others holding mortgages or liens on the Property.

k. Any other documents or information the Closing Agent reasonably requests or requires to complete the transaction.

22. **AUTHORITY.** Each party hereby represents and warrants to the other party, which representations and warranties shall be true and shall be deemed to be restated at the Closing:

a. Each party has full authority to bind itself to the obligations stated herein, including but not limited to, providing any necessary resolutions or like documents indicating consent and approval.

b. The execution and delivery of this Agreement and consummation of the transaction contemplated hereby shall not (i) constitute a default under any instrument, document or obligation to which it is now, or may become a party, or by which it may be bound or affected, or (ii) violate any order, writ, injunction or decree of any court in any litigation to which it is a party.

23. **NOTICES.** Any notice, demand, request, or other communication required or permitted by this Agreement or by law shall be in writing, and shall be deemed to be given when (a) delivered in person with signed proof of delivery, (b) delivered by United States certified or registered mail, return receipt requested, postage prepaid, or (c) delivered by a commercial courier service (such as Federal Express) to the following addresses:

Seller:

Michael E. Warren
122nd and Newberry, LLC
502 NW 16th Avenue, Suite 1
Gainesville, FL 32601

County:

Alachua County Board of County Commissioners
12 SE 1ST Street
Gainesville, Florida 32602-2877
Attention: Chair

and

Alachua County Public Works Department
5620 NW 120th Lane
Gainesville, Florida 32653
Attention: Public Works Director

24. **DEFAULT ON PURCHASE.** If the County fails to consummate the purchase of the Property in accordance with the terms of this Agreement for any reasons other than Seller's default or the County's termination of this Agreement as allowed herein, Seller's sole remedy against the County shall be to retain any deposit (including any interest earned thereon) paid by the County as liquidated and agreed upon damages. It is agreed by the parties that such amount is a fair and reasonable measure of the damages to be suffered by Seller in the event of such default and that the exact amount thereof is incapable of ascertainment.

In the event Seller breaches its covenant to convey the Property to the County or otherwise fails to perform its obligations under this Agreement, for any reason except for the County's default, the County shall be entitled (a) to receive a prompt and complete return of any deposit, or (b) to pursue any and all remedies available under law or equity, including specific performance, and to seek and recover any and all damages available to the County under law or in equity.

25. **DEFAULT ON CONSTRUCTION OF STORMWATER MANAGEMENT FACILITY.** If the County fails to commence construction of the stormwater management facility within the timeframe specified in paragraph 4, Seller sole and exclusive remedy shall be to for Seller to design and construct a stormwater management facility on the Drainage Easement as described in paragraph 2. The stormwater management facility shall be designed to accommodate 8.5 acre feet of stormwater for the Roadway. County shall reimburse the Seller for the actual cost of design and construction of the stormwater management facility up to a maximum of \$250,000.

26. **CONSTRUCTION OF ROADWAY.** County represents that it intends to design and construct Northwest 122nd Street from Newberry Road to Northwest 17th Avenue. Construction of this roadway is anticipated to commence at the same time as construction of the stormwater management facility described in paragraph 4. The roadway shall contain two general purpose lanes, bicycle lanes, and necessary turn lanes. The roadway shall be designed to County standards subject to the approval of the County Engineer. County acknowledges that this Roadway is important for development of the Property. In recognition of that, Seller's sole and exclusive remedy shall be that Seller may construct the portion of the public roadway described in **Attachment F**, within the Right-of-Way described in paragraph 2 to the northernmost entrance to the Property should the County fail to commence construction of the roadway within two (2) years of the effective date of this Agreement and complete construction within eighteen (18) months from the commencement of construction. County may require Seller to obtain all required Federal, State or Local permits required for construction of the Roadway. County shall reimburse Seller for Seller's actual cost of construction of the Roadway up to a maximum of \$700,000.

27. **TERM OF AGREEMENT.** Except for those paragraph that expressly provide otherwise, the term of this Agreement shall be through release of the temporary construction easement described in paragraph 3.

28. **TERMINATION.** If this Agreement is terminated by either party as allowed herein, then any deposit which was made by the County pursuant to paragraph 5 shall be returned to the County, whereupon all parties shall be released from any further obligation under this Agreement.

29. **RISK OF LOSS.** The risk of loss or damage to the Property from fire, the elements, or other casualty, or from condemnation shall be upon Seller prior to closing. If any such loss or damage to the Property does occur prior to closing, Seller shall promptly give the County written notice thereof.

a. Seller may elect to repair the loss or damage at Seller's sole cost and expense by giving written notice of said election to the County within 10 (ten) days after the occurrence of any such loss or damage, or on the Closing Date, whichever is earlier. Seller may postpone the Closing Date by up to 90 (ninety) days in order to complete such repair. If Seller fails to repair the Property within said time period to the condition existing prior to such loss or damage, the County may elect to terminate this Agreement. All insurance or condemnation proceedings resulting from any such loss or damage shall belong to Seller.

b. If Seller does not elect to repair the loss or damage, the County may elect to either terminate this Agreement or to close the sale despite the unrepaired loss or damage. Notice of the election must be given to Seller in writing not more than 20 (twenty) days after receipt of notice of the loss or damage or on the Closing Date, whichever is earlier. If the County elects to close the sale despite the unrepaired loss or damage, the purchase price shall not be abated or reduced, and Seller will have no obligation to repair the Property; however, Seller shall assign all insurance or condemnation proceeds resulting from the loss or damage to the County.

30. **ASSIGNMENT.** This Agreement may not be assigned by either party without the written consent of the other party, which consent shall not be unreasonably delayed or withheld..

31. **PERSONS BOUND.** This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, legal representatives, successors, and permitted assigns.

32. **ESCROW.** Any escrow agent receiving funds or equivalent is authorized and agrees by acceptance thereof to deposit promptly and to hold same in escrow and subject to clearance thereof to disburse same in accordance with the terms and conditions of this Contract. Failure of clearance of funds shall not excuse performance by the County, and may be treated as a default by the County at the option of the Seller. In the event of doubt as to the escrow agent's duties or liabilities under the provisions of this Agreement, the escrow agent may in agent's sole discretion, continue to hold the funds in escrow until the parties mutually agree to the disbursement thereof, or until a judgment or a court of competent jurisdiction shall determine the rights of the parties thereto, or escrow agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute, and upon notifying all parties concerned of such action, all liability on the part of the escrow agent shall fully terminate, except to the extent of accounting for any items theretofore delivered out of escrow. In the event of any suit between County and Seller wherein the escrow agent is made a party by virtue of acting as an escrow agent hereunder, or in the event of any suit wherein escrow agent interpleads the subject matter of this escrow, the agent shall be entitled to recover reasonable attorney's fees and costs incurred, said fees and costs to be charged and assessed as court costs in favor of the prevailing party. All parties agree that the escrow agent

shall not be liable to any party or person whomsoever for misdelivery to County or Seller of items subject to escrow, unless such misdelivery shall be due to willful breach of this Contract or gross negligence on the part of the agent.

33. MULTI-MODAL TRANSPORTATION MITIGATION AGREEMENT REQUIRED. This Purchase and Sale Agreement does not take the place of any Multi-modal Transportation Mitigation Agreement that may be required by the Board of County Commissioners now or in the future.

34. EFFECT OF ABOLITION OF MULTI-MODAL TRANSPORTATION MITIGATION REQUIREMENTS. Should a future County Commission choose to abolish or suspend the Multi-modal Transportation Mitigation Program, or a program designed for the same purpose, within seven (7) years of the effective date of this agreement, the Seller shall be eligible for reimbursement of any unused MMTM Credit. MMTM credit will not be reimbursable later than seven (7) years after the effective date of this Agreement.

35. ENTIRE AGREEMENT. This Agreement contains all of the agreements, representations and warranties of the parties hereto with respect to the Property, and supersedes all other discussions, understandings or agreements in respect to the subject matter hereof. All prior discussions, understandings and agreements are merged into this Agreement, which alone fully and completely expresses the agreements and understandings of the parties hereto. This Agreement may be amended, superseded, extended or modified only by an instrument in writing referring hereto signed by all parties. County Public Works Director may extend any of the dates herein if so requested by the Seller.

36. APPLICABLE LAW; VENUE. This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Florida. Sole and exclusive venue shall be in Alachua County, Florida.

37. SEVERABILITY. In the event any portion of this Agreement is found to be unenforceable, the remainder of this Agreement shall remain in full force and effect if the deletion of such portion shall neither affect the overall intent of this Agreement, nor materially impair the benefits negotiated by each party hereunder.

38. CONSTRUCTION. The provisions of this Agreement have been carefully and fully negotiated between the parties, each of which has relatively equal bargaining power. The terms of this Agreement are to be construed in accordance with their fair meaning and intent and are not to be construed against either party merely because such party or its counsel drafted this Agreement.

39. NO RECORDING OF CONTRACT. The parties agree that neither the County nor the Seller shall cause this Agreement to be recorded in any public records relating to the Property.

40. COUNTERPARTS. This Agreement may be executed by the parties hereto individually or in combination, in one or more counterparts, each of which shall be an original, and all of which shall constitute one and the same agreement. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment

shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the parties to the terms hereof.

41. HEADINGS. The captions and headings contained in this Agreement are for reference purposes only, and shall not in any way affect the meaning or interpretation hereof.

42. WAIVER. No provision of this Agreement or any rights hereunder may be waived unless such waiver is in writing and is signed by the party waiving such provision or right. The waiver by one party of the performance of any covenant or condition herein shall not invalidate this Agreement, nor shall it be considered to be a waiver by such party of any other covenant or condition herein. The waiver by either or both parties of the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time. The exercise of any remedy provided by law or in the provisions of this Agreement shall not exclude other remedies unless they are expressly excluded.

43. SURVIVAL OF REPRESENTATION AND WARRANTIES. The respective representations, warranties, covenants, and agreements of Seller and County contained in this agreement shall survive the closing of this transaction and remain in effect.

IN WITNESS WHEREOF, the parties hereto have set their seals and executed this Agreement effective on the day and year indicated below.

SELLER: 122nd and Newberry LLC

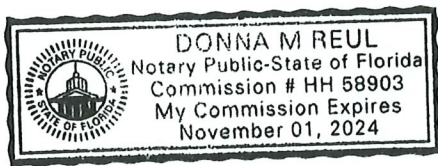
[Signature]
Name Morgan Anderson-Keller

[Signature]
name Michael E. Warren, Manager

STATE OF FLORIDA
COUNTY OF ALACHUA

SWORN TO AND SUBSCRIBED BEFORE ME THIS 28 day of February, 2024, by
Michael E. Warren who are personally known to me/ produced
as identification.

[Signature]
Notary Public, State of Florida at Large



PURCHASER:
ALACHUA COUNTY, FLORIDA

By: _____
Mary C. Alford, Chair
Board of County Commissioners

Date: _____

ATTEST:

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk
(seal)

Alachua County Attorney's Office

Receipt of Binder Deposit

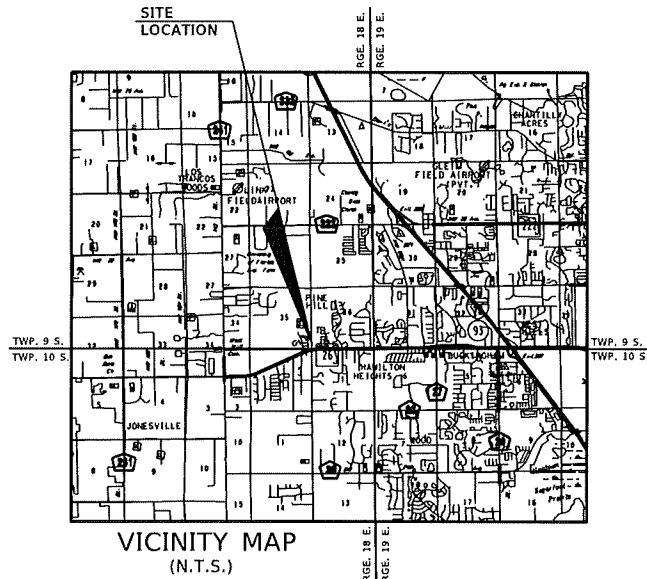
SALTER FEIBER, P.A. hereby acknowledges receipt of the binder deposit in the amount of _____ Dollars (\$_____).

Dated this _____ day of _____, 20_____.

_____ Print:

ATTACHMENT “A” - Legal Descriptions of Seller’s Property and Sketches

SKETCH OF DESCRIPTION FOR
PROPOSED RIGHT OF WAY PARCEL 100
TEMPORARY EASEMENT PARCELS 700 & 701
PERPETUAL EASEMENT PARCEL 802



LEGEND AND ABBREVIATIONS

AVE.	AVENUE
CUR100	CURVE NUMBER
E	EAST / EASTING
F.D.O.T.	FLORIDA DEPARTMENT OF TRANSPORTATION
F.P.	FINANCIAL PROJECT
L1	LINE NUMBER
LB	LICENSE BUSINESS
N	NORTH / NORTHING
NAD	NORTH AMERICAN DATUM
NO.	NUMBER
N.T.S.	NOT TO SCALE
N.W.	NORTH WEST
O.R.	OFFICIAL RECORDS
P.B.	PLAT BOOK
PG(S)	PAGE(S)
R.E.	REAL ESTATE NUMBER
RGE	RANGE
R/W	RIGHT OF WAY
S	SOUTH
SEC	SECTION
S.R.	STATE ROAD
TWP	TOWNSHIP
W	WEST
W/	WITH

□ = 3"X3" CONCRETE MONUMENT

800 = PARCEL 800

100 = PARCEL 100

700 = PARCEL 700

PL = PROPERTY LINE

LINE STYLES

---	DETAIL BORDER LINE
---	EASEMENT LINE
---	EXISTING RIGHT OF WAY LINE
---	GOVERNMENT SECTION LINE
---	GOVERNMENT TOWNSHIP RANGE LINE
---	PERPETUAL EASEMENT LINE
---	PROPERTY LINE
---	PROPOSED RIGHT OF WAY LINE
---	SUBDIVISION LINE
---	TEMPORARY EASEMENT LINE

TABLE OF CONTENTS

SHEET 1	COVER SHEET, LEGEND AND GENERAL NOTES
SHEET 2	KEY SHEET
SHEET 3 & 4	DETAIL SHEETS
SHEET 5	PARCEL 100 LEGAL DESCRIPTION
SHEET 6	PARCEL 700 LEGAL DESCRIPTION
SHEET 7	PARCEL 701 LEGAL DESCRIPTION
SHEET 8	PARCEL 802 LEGAL DESCRIPTION

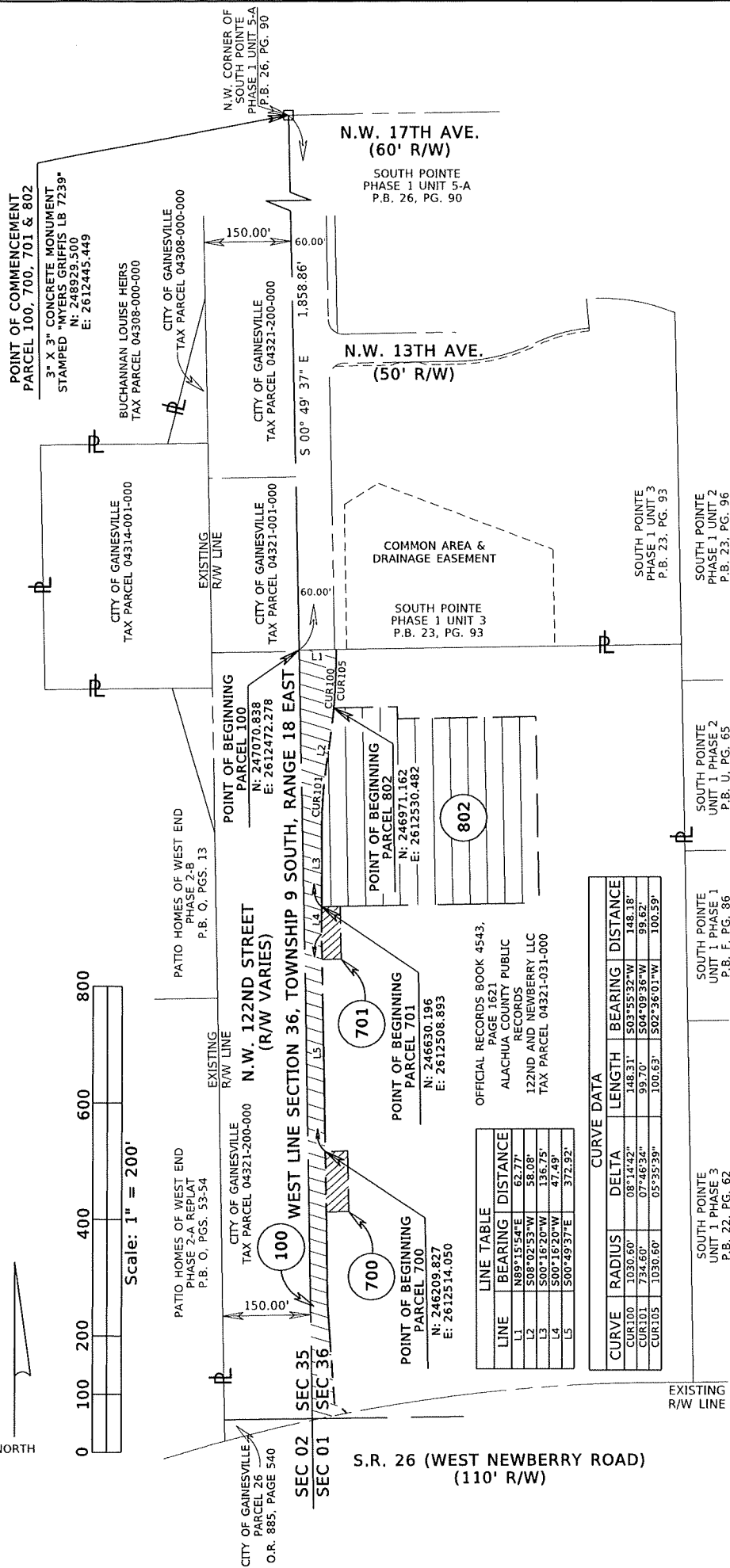
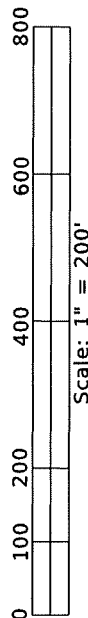
GENERAL NOTES

1. THIS SKETCH OF DESCRIPTION DEPICTS A PROPOSED RIGHT OF WAY, A TEMPORARY EASEMENT AND A PERPETUAL EASEMENT AND IS NOT A FIELD SURVEY.
2. THE COORDINATES, BEARINGS, AND DIMENSIONS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83 (2011 ADJUSTMENT) AND ARE DISPLAYED IN ENGLISH UNITS AND U.S. SURVEY FEET, DERIVING A BEARING OF NORTH 00°49'37" WEST FROM THE SOUTHWEST CORNER OF SECTION 36 (N=245751.04 E=2612491.33) AND A 3" X 3" CONCRETE MONUMENT STAMPED "MYERS GRIFFIS LB7239" AT THE NORTHWEST CORNER OF SOUTH POINTE PHASE 1 UNIT 5-A PLAT BOOK 26 PAGE 90 (N=248929.50 E=2612445.45)
3. THIS SKETCH AND DESCRIPTION IS SUPPORTED BY DATA CONTAINED IN BENTLEY MICROSTATION OPEN ROADS DEVELOPMENT FILE CALLED SURVRD01.DGN DESIGN FILE.
4. NOT VALID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE AND SEAL.

COVER SHEET
NOT A FIELD SURVEY

ALACHUA COUNTY PUBLIC WORKS			
SKETCH OF DESCRIPTION PROPOSED RIGHT OF WAY PARCEL 100			
SKETCH OF DESCRIPTION TEMPORARY EASEMENT PARCELS 700 & 701			
SKETCH OF DESCRIPTION PERPETUAL EASEMENT PARCEL 802			
COUNTY ROAD NORTHWEST 122ND STREET		ALACHUA COUNTY	
BY	DATE	PREPARED BY:	DATA SOURCE:
E. SHAFFER	01/11/2024	T2 UTILITY ENGINEERS	SURVRD01 OPEN ROADS DEVELOPMENT (ORD) CONNECT
DRAWN	01/11/2024	199 SW SPOLGER CT, SUITE 100 LAKE CITY FL 32024	
CHECKED	01/12/2024	189-253-2624, A.B. 03/2021	
REVISION	BY	DATE	F.P. NO. N/A SECTION N/A SHEET 1 OF 8

NORTH

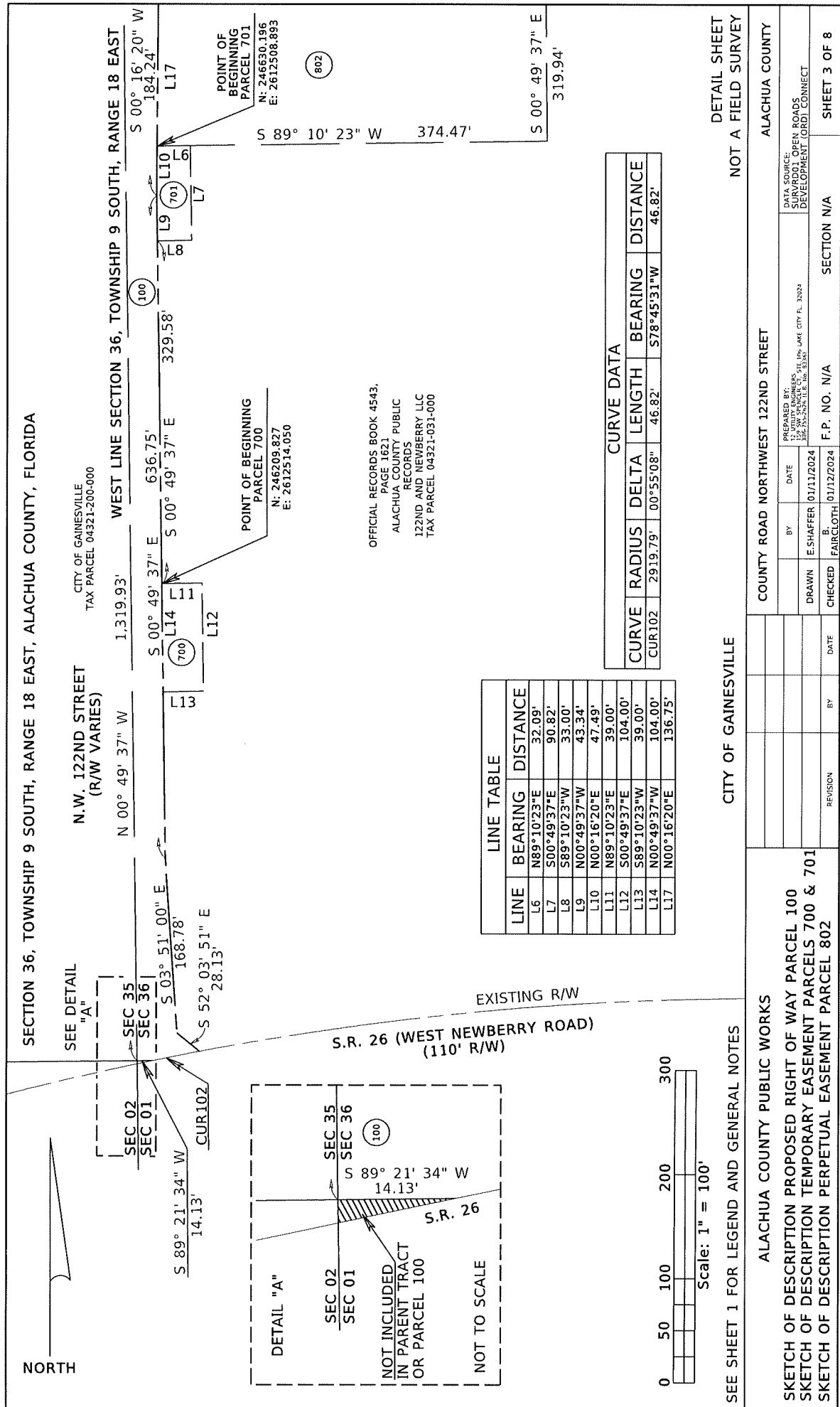


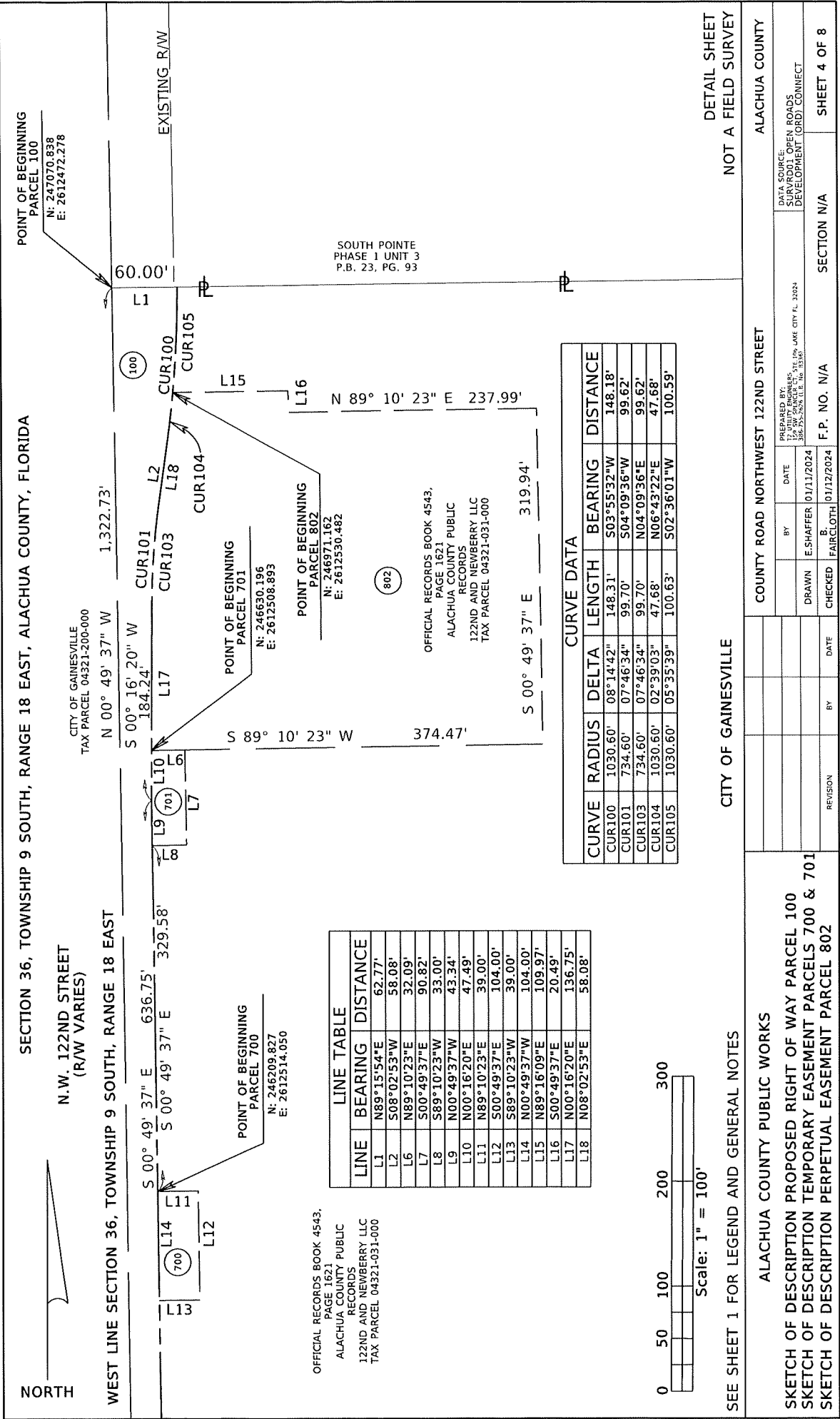
KEY SHEET
NOT A FIELD SURVEY

CITY OF GAINESVILLE

SEE SHEET 1 FOR LEGEND AND GENERAL NOTES

ALACHUA COUNTY PUBLIC WORKS		COUNTY ROAD NORTHWEST 122ND STREET		ALACHUA COUNTY	
SKETCH OF DESCRIPTION PROPOSED RIGHT OF WAY PARCEL 100					
SKETCH OF DESCRIPTION TEMPORARY EASEMENT PARCELS 700 & 701					
SKETCH OF DESCRIPTION PERPETUAL EASEMENT PARCEL 802					
REVISION	BY	DATE	DRAWN	DATE	PREPARED BY:
			E-SHAFFER	01/11/2024	T. VANDYKE, ENGINEER STATE REG. LAND CITY FL 32004 850-255-5258 T.B. No. 12000
			DATA SOURCE: SURVROD01 OPEN ROADS DEVELOPMENT (ORD) CONNECT		
SECTION N/A		F.P. NO. N/A		SECTION N/A	
SHEET 2 OF 8					





SKETCH OF DESCRIPTION FOR PROPOSED RIGHT OF WAY PARCEL 100

A Part Of The Southwest Quarter Of Section 36, Township 9 South, Range 18 East, As Described And Recorded With Warranty Deed In Official Record Book 4543, Page 1621, Of The Current Public Records Of Alachua County, Florida. And Being More Particularly Described As Follows:

Commence At A Found 3" x 3" Concrete Monument Stamped "Myers Griffis LB 7239" At The Northwest Corner Of South Pointe Phase 1 Unit 5-A, Section 36, Township 9 South, Range 18 East, Per Plat Of South Pointe Phase 1 Unit 5-A, Plat Book 26, Page 90, Of The Current Public Records Of Alachua County, Said Point Also Being The Southwest Corner Of Described And Recorded With Warranty Deed In Official Record Book 2201, Page 1937, Of The Current Public Records Of Alachua County And A Point On The Westerly Line Of Section 36; Thence Along Said Westerly Line Of Section 36, South 00°49'37" East, A Distance Of 1,858.86 Feet To **The Point Of Beginning**; Thence North 89°15'54" East, A Distance Of 62.77 Feet To A Point On The South Line Of South Pointe Phase 1 Unit 3, Section 36, Township 9 South, Range 18 East, Per Plat Of South Pointe Phase 1 Unit 3, Plat Book 23, Page 93, Of The Current Public Records Of Alachua County And To A Curve To The Right Having A Radius Of 1,030.60 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 08°14'42", An Arc Length Of 148.31 Feet And A Chord Bearing And Distance Of South 03°55'32" West, 148.18 Feet; Thence South 08°02'53" West, A Distance Of 58.08 Feet To A Curve To The Left Having A Radius Of 734.60 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 07°46'34", An Arc Length Of 99.70 Feet And A Chord Bearing And Distance Of South 04°09'36" West, 99.62 Feet; Thence South 00°16'20" West, A Distance Of 184.24 Feet; Thence South 00°49'37" East, A Distance Of 636.75 Feet; Thence South 03°51'00" East, A Distance Of 168.78 Feet; Thence South 52°03'51" East, A Distance Of 28.13 Feet To The North Right Of Way Line Of State Road 26 (West Newberry Road) (100.00 Feet Right Of Way) And To A Curve To The Left Having A Radius Of 2,919.79 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 00°55'08", An Arc Length Of 46.82 Feet And A Chord Bearing And Distance Of South 78°45'31" West, 46.82 Feet To A Point At The Intersection Of The South Section Line Of Section 36 And the North Right Of Way Line Of State Road 26. Thence South 89°21'34" West, A Distance Of 14.13 Feet To The Southwest Corner Of Section 36. Thence North 00°49'37" West, A Distance Of 1,319.93 Feet Along the West Line of Section 36 To **The Point Of Beginning**.

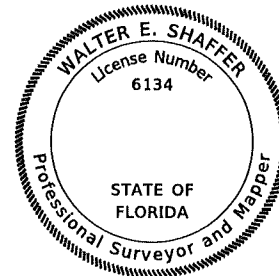
Containing 1.059 Acres, More Or Less.

I Hereby Certify That To The Best Of My Knowledge And Belief This Legal Description Is True, Accurate, And Was Prepared Under My Direction. I Further Certify That Said Legal Description Is In Compliance With The Standards Of Practice As Set Forth By The Florida Board Of Professional Surveyors And Mappers, Pursuant To Section 472.027, Florida Statutes.

Walter E. Shaffer, P.S.M.
T2 Utility Engineers No. 8336
425 Eldridge Loop
Orange Park, Florida 32073
(904) 602-8571

January 11, 2024

This Description And Copies Thereof Are Not Valid
Without The Surveyor's Signature And Original Seal.



SEE SHEET 1 FOR LEGEND AND GENERAL NOTES

LEGAL DESCRIPTION SHEET
NOT A FIELD SURVEY

			ALACHUA COUNTY PUBLIC WORKS		
			SKETCH OF DESCRIPTION PROPOSED RIGHT OF WAY PARCEL 100		
			COUNTY ROAD NORTHWEST 122ND STREET		
			ALACHUA COUNTY		
			BY	DATE	PREPARED BY: T2 UTILITY ENGINEERS 150 SW 40th AVE, SUITE 101, OPA, FL 32024 386-755-2626 (L.B. No. 8336)
			DRAWN	E. SHAFFER	01/11/2024
			CHECKED	B. FAIRCLOTH	01/12/2024
REVISION	BY	DATE	F.P. NO. N/A		
			SECTION N/A		
			SHEET 5 OF 8		

SKETCH OF DESCRIPTION FOR TEMPORARY EASEMENT PARCEL 700

A Part Of The Southwest Quarter Of Section 36, Township 9 South, Range 18 East, As Described And Recorded With Warranty Deed In Official Record Book 4543, Page 1621, Of The Current Public Records Of Alachua County, Florida. And Being More Particularly Described As Follows:

Commence At A Found 3" x 3" Concrete Monument Stamped "Myers Griffis LB 7239" At The Northwest Corner Of South Pointe Phase 1 Unit 5-A, Section 36, Township 9 South, Range 18 East, Per Plat Of South Pointe Phase 1 Unit 5-A, Plat Book 26, Page 90, Of The Current Public Records Of Alachua County, Said Point Also Being The Southwest Corner Of Described And Recorded With Warranty Deed In Official Record Book 2201, Page 1937, Of The Current Public Records Of Alachua County And A Point On The Westerly Line Of Section 36; Thence Along Said Westerly Line Of Section 36, South 00°49'37" East, A Distance Of 1,858.86 Feet; Thence North 89°15'54" East, A Distance Of 62.77 Feet To A Point On The South Line Of South Pointe Phase 1 Unit 3, Section 36, Township 9 South, Range 18 East, Per Plat Of South Pointe Phase 1 Unit 3, Plat Book 23, Page 93, Of The Current Public Records Of Alachua County And To A Curve To The Right Having A Radius Of 1,030.60 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 08°14'42", An Arc Length Of 148.31 Feet And A Chord Bearing And Distance Of South 03°55'32" West, 148.18 Feet; Thence South 08°02'53" West, A Distance Of 58.08 Feet To A Curve To The Left Having A Radius Of 734.60 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 07°46'34", An Arc Length Of 99.70 Feet And A Chord Bearing And Distance Of South 04°09'36" West, 99.62 Feet; Thence South 00°16'20" West, A Distance Of 184.24 Feet; Thence South 00°49'37" East, A Distance Of 372.92 Feet To **The Point Of Beginning**; Thence North 89°10'23" East, A Distance Of 39.00 Feet; Thence South 00°49'37" East, A Distance Of 104.00 Feet; Thence South 89°10'23" West, A Distance Of 39.00 Feet; Thence North 00°49'37" West, A Distance Of 104.00 Feet To **The Point Of Beginning**.

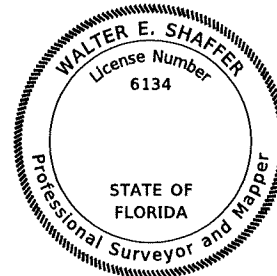
Containing 4,056 Square Feet, More Or Less.

I Hereby Certify That To The Best Of My Knowledge And Belief This Legal Description Is True, Accurate, And Was Prepared Under My Direction. I Further Certify That Said Legal Description Is In Compliance With The Standards Of Practice As Set Forth By The Florida Board Of Professional Surveyors And Mappers, Pursuant To Section 472.027, Florida Statutes.

Walter E. Shaffer, P.S.M.
T2 Utility Engineers No. 8336
425 Eldridge Loop
Orange Park, Florida 32073
(904) 602-8571

January 11, 2024

This Description And Copies Thereof Are Not Valid
Without The Surveyor's Signature And Original Seal.



SEE SHEET 1 FOR LEGEND AND GENERAL NOTES

LEGAL DESCRIPTION SHEET
NOT A FIELD SURVEY

			ALACHUA COUNTY PUBLIC WORKS			
			SKETCH OF DESCRIPTION TEMPORARY EASEMENT PARCEL 700			
			COUNTY ROAD NORTHWEST 122ND STREET			ALACHUA COUNTY
			BY	DATE	PREPARED BY: T2 UTILITY ENGINEERS 1225 S.W. 5TH AVE. SUITE 100, LAKE CITY, FL 32024 386.755.2626 (L.B. NO. 8336)	DATA SOURCE: SURVRD01 OPEN ROADS DEVELOPMENT (ORD) CONNECT
			DRAWN	E. SHAFFER	01/11/2024	
			CHECKED	B. FAIRCLOTH	01/12/2024	
REVISION	BY	DATE	F.P. NO. N/A		SECTION N/A	SHEET 6 OF 8

SKETCH OF DESCRIPTION FOR TEMPORARY EASEMENT PARCEL 701

A Part Of The Southwest Quarter Of Section 36, Township 9 South, Range 18 East, As Described And Recorded With Warranty Deed In Official Record Book 4543, Page 1621, Of The Current Public Records Of Alachua County, Florida. And Being More Particularly Described As Follows:

Commence At A Found 3" x 3" Concrete Monument Stamped "Myers Griffis LB 7239" At The Northwest Corner Of South Pointe Phase 1 Unit 5-A, Section 36, Township 9 South, Range 18 East, Per Plat Of South Pointe Phase 1 Unit 5-A, Plat Book 26, Page 90, Of The Current Public Records Of Alachua County, Said Point Also Being The Southwest Corner Of Described And Recorded With Warranty Deed In Official Record Book 2201, Page 1937, Of The Current Public Records Of Alachua County And A Point On The Westerly Line Of Section 36; Thence Along Said Westerly Line Of Section 36, South 00°49'37" East, A Distance Of 1,858.86 Feet; Thence North 89°15'54" East, A Distance Of 62.77 Feet To A Point On The South Line Of South Pointe Phase 1 Unit 3, Section 36, Township 9 South, Range 18 East, Per Plat Of South Pointe Phase 1 Unit 3, Plat Book 23, Page 93, Of The Current Public Records Of Alachua County And To A Curve To The Right Having A Radius Of 1,030.60 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 08°14'42", An Arc Length Of 148.31 Feet And A Chord Bearing And Distance Of South 03°55'32" West, 148.18 Feet; Thence South 08°02'53" West, A Distance Of 58.08 Feet To A Curve To The Left Having A Radius Of 734.60 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 07°46'34", An Arc Length Of 99.70 Feet And A Chord Bearing And Distance Of South 04°09'36" West, 99.62 Feet; Thence South 00°16'20" West, A Distance Of 136.75 Feet To **The Point Of Beginning**; Thence North 89°10'23" East, A Distance Of 32.09 Feet; Thence South 00°49'37" East, A Distance Of 90.82 Feet; Thence South 89°10'23" West, A Distance Of 33.00 Feet; Thence North 00°49'37" West, A Distance Of 43.34 Feet; Thence North 00°16'20" East, A Distance Of 47.49 Feet To **The Point Of Beginning**.

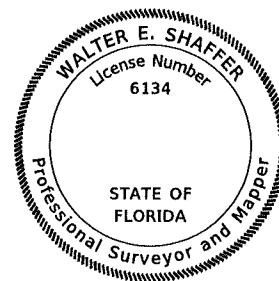
Containing 2,975 Square Feet, More Or Less.

I Hereby Certify That To The Best Of My Knowledge And Belief This Legal Description Is True, Accurate, And Was Prepared Under My Direction. I Further Certify That Said Legal Description Is In Compliance With The Standards Of Practice As Set Forth By The Florida Board Of Professional Surveyors And Mappers, Pursuant To Section 472.027, Florida Statutes.

Walter E. Shaffer, P.S.M.
T2 Utility Engineers No. 8336
425 Eldridge Loop
Orange Park, Florida 32073
(904) 602-8571

January 11, 2024

This Description And Copies Thereof Are Not Valid
Without The Surveyor's Signature And Original Seal.



SEE SHEET 1 FOR LEGEND AND GENERAL NOTES

LEGAL DESCRIPTION SHEET
NOT A FIELD SURVEY

			ALACHUA COUNTY PUBLIC WORKS			
			SKETCH OF DESCRIPTION TEMPORARY EASEMENT PARCEL 701			
			COUNTY ROAD NORTHWEST 122ND STREET		ALACHUA COUNTY	
			BY	DATE	PREPARED BY:	DATA SOURCE:
					T2 UTILITY ENGINEERS 150 S.W. SPENCER CT., STE 306 LAKE CITY FL 32024 (888) 255-2624 (FL ID: 63761)	SURVROD1 OPEN ROADS DEVELOPMENT (ORD) CONNECT
			DRAWN	E. SHAFFER	01/11/2024	
			CHECKED	B. FAIRCLOTH	01/12/2024	
REVISION	BY	DATE	F.P. NO. N/A		SECTION N/A	SHEET 7 OF 8

SKETCH OF DESCRIPTION FOR PERPETUAL EASEMENT PARCEL 802

A Part Of The Southwest Quarter Of Section 36, Township 9 South, Range 18 East, As Described And Recorded With Warranty Deed In Official Record Book 4543, Page 1621, Of The Current Public Records Of Alachua County, Florida. And Being More Particularly Described As Follows:

Commence At A Found 3" x 3" Concrete Monument Stamped "Myers Griffis LB 7239" At The Northwest Corner Of South Pointe Phase 1 Unit 5-A, Section 36, Township 9 South, Range 18 East, Per Plat Of South Pointe Phase 1 Unit 5-A, Plat Book 26, Page 90, Of The Current Public Records Of Alachua County, Said Point Also Being The Southwest Corner Of Described And Recorded With Warranty Deed In Official Record Book 2201, Page 1937, Of The Current Public Records Of Alachua County And A Point On The Westerly Line Of Section 36; Thence Along Said Westerly Line Of Section 36, South 00°49'37" East, A Distance Of 1,858.86 Feet; Thence North 89°15'54" East, A Distance Of 62.77 Feet To A Point On The South Line Of South Pointe Phase 1 Unit 3, Section 36, Township 9 South, Range 18 East, Per Plat Of South Pointe Phase 1 Unit 3, Plat Book 23, Page 93, Of The Current Public Records Of Alachua County And To A Curve To The Right Having A Radius Of 1,030.60 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 05°35'39", An Arc Length Of 100.63 Feet And A Chord Bearing And Distance Of South 02°36'01" West, 100.59 Feet To **The Point Of Beginning**; Thence North 89°16'09" East, A Distance Of 109.97 Feet; Thence South 00°49'37" East, A Distance Of 20.49 Feet; Thence North 89°10'23" East, A Distance Of 237.99 Feet; Thence South 00°49'37" East, A Distance Of 319.94 Feet; Thence South 89°10'23" West, A Distance Of 374.47 Feet; Thence North 00°16'20" East, A Distance Of 136.75 Feet To A Curve To The Right Having A Radius Of 734.60 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 07°46'34", An Arc Length Of 99.70 Feet And A Chord Bearing And Distance Of North 04°09'36" East, 99.62 Feet; Thence North 08°02'53" East, A Distance Of 58.08 Feet To A Curve To The Left Having A Radius Of 1,030.60 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 02°39'03", An Arc Length Of 47.68 Feet And A Chord Bearing And Distance Of North 06°43'22" East, 47.68 Feet To **The Point Of Beginning**.

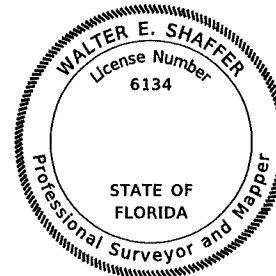
Containing 2.751 Acres, More Or Less.

I Hereby Certify That To The Best Of My Knowledge And Belief This Legal Description Is True, Accurate, And Was Prepared Under My Direction. I Further Certify That Said Legal Description Is In Compliance With The Standards Of Practice As Set Forth By The Florida Board Of Professional Surveyors And Mappers, Pursuant To Section 472.027, Florida Statutes.

Walter E. Shaffer, P.S.M.
T2 Utility Engineers No. 8336
425 Eldridge Loop
Orange Park, Florida 32073
(904) 602-8571

January 11, 2024

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Without The Surveyor's Signature And Original Seal.



SEE SHEET 1 FOR LEGEND AND GENERAL NOTES

LEGAL DESCRIPTION SHEET
NOT A FIELD SURVEY

			ALACHUA COUNTY PUBLIC WORKS			
			SKETCH OF DESCRIPTION PERPETUAL EASEMENT PARCEL 802			
			COUNTY ROAD NORTHWEST 122ND STREET		ALACHUA COUNTY	
			BY	DATE	PREPARED BY:	DATA SOURCE:
					T2 UTILITY ENGINEERS	SURVRD01 OPEN ROADS
					150 NW WINNER CT, SUITE 106 LAKE CITY FL 32024	DEVELOPMENT (ORD) CONNECT
					386.755.2626 (L.B. N° 8336)	
			DRAWN	E.SHAFFER	01/11/2024	
			CHECKED	B. FAIRCLOTH	01/12/2024	
REVISION	BY	DATE	F.P. NO. N/A		SECTION N/A	SHEET 8 OF 8

ATTACHMENT “B” – Legal Description of Right-of-Way and Sketches

SKETCH OF DESCRIPTION FOR PROPOSED RIGHT OF WAY PARCEL 100

A Part Of The Southwest Quarter Of Section 36, Township 9 South, Range 18 East, As Described And Recorded With Warranty Deed In Official Record Book 4543, Page 1621, Of The Current Public Records Of Alachua County, Florida. And Being More Particularly Described As Follows:

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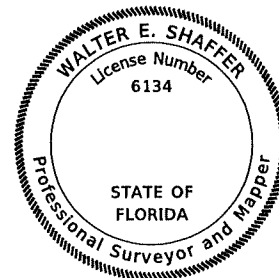
Containing 1.059 Acres, More Or Less.

I Hereby Certify That To The Best Of My Knowledge And Belief This Legal Description Is True, Accurate, And Was Prepared Under My Direction. I Further Certify That Said Legal Description Is In Compliance With The Standards Of Practice As Set Forth By The Florida Board Of Professional Surveyors And Mappers, Pursuant To Section 472.027, Florida Statutes.

Walter E. Shaffer, P.S.M.
T2 Utility Engineers No. 8336
425 Eldridge Loop
Orange Park, Florida 32073
(904) 602-8571

January 11, 2024

This Description And Copies Thereof Are Not Valid
Without The Surveyor's Signature And Original Seal.



SEE SHEET 1 FOR LEGEND AND GENERAL NOTES

LEGAL DESCRIPTION SHEET
NOT A FIELD SURVEY

			ALACHUA COUNTY PUBLIC WORKS			
			SKETCH OF DESCRIPTION PROPOSED RIGHT OF WAY PARCEL 100			
			COUNTY ROAD NORTHWEST 122ND STREET		ALACHUA COUNTY	
			BY	DATE	PREPARED BY:	DATA SOURCE:
					T2 UTILITY ENGINEERS	SURVROD1 OPEN ROADS
					195 505 NW 11TH CT, SUITE 105 LAKE CITY FL 32024	DEVELOPMENT (ORD) CONNECT
					386 755-2626 (L.B. NO. 8336)	
			DRAWN	E.SHAFFER	01/11/2024	
			CHECKED	B. FAIRCLOTH	01/12/2024	
REVISION	BY	DATE	F.P. NO. N/A		SECTION N/A	SHEET 5 OF 8

ATTACHMENT "C" - Drainage Easement

This instrument prepared by:
Public Works Department
5620 NW 120 Lane
Gainesville, FL 32653

Portion of Tax Parcel No: 04321-031-000

ALACHUA COUNTY, FLORIDA

DRAINAGE EASEMENT

THIS EASEMENT, made this _____ day of _____, 202_, by **122nd and Newberry LLC**, whose mailing address is 502 NW 16th Ave, Suite 1, Gainesville, FL 32601, as Grantor, and **ALACHUA COUNTY**, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS, whose mailing address is c/o Alachua County Public Works Department, 5620 NW 120 Lane, Gainesville, Florida 32653, as Grantee.

W I T N E S E T H:

Grantor, for and in consideration of the sum of ONE DOLLAR and other valuable consideration as outlined below, receipt of which is hereby acknowledged, and by these presents does hereby give and grant unto the Grantee, its licensees, agents, successors and assigns, a perpetual non-exclusive drainage easement in, over, under, upon and across the following described property ("Property") in Alachua County, Florida, to wit:

See **Exhibit "A"** attached hereto and incorporated by reference.

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns forever.

This grant of easement is for the purpose of receiving, storing, and discharging storm water runoff from public Rights-of-Way and other areas as needed, necessary or appropriate by the Grantee and authorizes, but does not require, the Grantee to install, construct and operate temporary and permanent drainage improvements, including but not limited to pipes, culverts and pumps within the Property. The Grantor, its successors or assigns, may use the Property in any way which is compatible with the rights granted to the Grantee by this easement. The Grantee will not be responsible for any damages to the Grantor's use resulting from the exercise of the Grantee's rights under this easement. The following additional terms are set forth:

1. This grant of easement to Grantee includes all rights to build, construct,

install, improve, repair, remove, and replace drainage facilities in, over, under, upon, and across the Property, together with the right to access, observe, inspect, operate, and maintain the drainage facilities located in, over, under, upon, and across the Property.

2. The Grantor covenants not to interfere with the Grantee's facilities or activities within the Property, and further covenants to indemnify and hold Grantee harmless from any and all damages and injuries, whether to person or property, resulting from interference with Grantee's facilities or activities within said Property by the Grantor or the Grantor's agent, invitees or employees.
3. The Grantor or their successors or assigns, shall have the right, at any time, to convey fee simple title to their property, subject to this easement and any other easements heretofore and hereinafter granted.
4. Upon completion of construction of the drainage facilities the Grantee will return the property to substantially the same condition as existed before the drainage facilities were installed.
5. Grantee shall have quiet and peaceful possession, use and enjoyment of this easement.
6. Grantor hereby warrants and covenants that Grantor is the owner of the fee simple title to the Property and has full right and lawful authority to convey this easement.

LIABILITY. Grantee, as a political subdivision of the State of Florida, agrees to be responsible, within the limits of and in accordance with section 768.28, Florida Statutes, for its negligent acts or omissions, which arise out of Grantee's use of this easement. Nothing herein shall be construed as a waiver of Grantee's sovereign immunity, the limits of liability, or other provisions of section 768.28, Florida Statutes, and Grantee's liability hereunder shall be interpreted as limited to only such traditional liabilities for which Grantee could be liable under the common law interpreting the limited waiver of sovereign immunity. Any claims against the Grantee must comply with the procedures found in section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the Grantor has hereunto set their hand and seal on the day and year first above-written.

Signed, sealed and delivered
in the presence of:

122nd and Newberry LLC
a Florida corporation

By:_____

Print name:_____

Print name:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____online notarization this _____ day of _____, 202_, by _____ who is ☐ personally known to me or who has ☐ produced _____ as identification.

Notary’s signature
Print name _____
Commission Expires: _____
Commission No.: _____

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY’S OFFICE

At a meeting on the _____ day of _____, 202_,
the Board of County Commissioners authorized the
acceptance of this instrument of conveyance and authorized
the Chair to execute this acceptance.

_____, CHAIR
ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

Executed on this _____ day of _____, 202_,

Attest:

J. K. “JESS” IRBY, ESQ., CLERK

SKETCH OF DESCRIPTION FOR PERPETUAL EASEMENT PARCEL 802

A Part Of The Southwest Quarter Of Section 36, Township 9 South, Range 18 East, As Described And Recorded With Warranty Deed In Official Record Book 4543, Page 1621, Of The Current Public Records Of Alachua County, Florida. And Being More Particularly Described As Follows:

Commence At A Found 3" x 3" Concrete Monument Stamped "Myers Griffis LB 7239" At The Northwest Corner Of South Pointe Phase 1 Unit 5-A, Section 36, Township 9 South, Range 18 East, Per Plat Of South Pointe Phase 1 Unit 5-A, Plat Book 26, Page 90, Of The Current Public Records Of Alachua County, Said Point Also Being The Southwest Corner Of Described And Recorded With Warranty Deed In Official Record Book 2201, Page 1937, Of The Current Public Records Of Alachua County And A Point On The Westerly Line Of Section 36; Thence Along Said Westerly Line Of Section 36, South 00°49'37" East, A Distance Of 1,858.86 Feet; Thence North 89°15'54" East, A Distance Of 62.77 Feet To A Point On The South Line Of South Pointe Phase 1 Unit 3, Section 36, Township 9 South, Range 18 East, Per Plat Of South Pointe Phase 1 Unit 3, Plat Book 23, Page 93, Of The Current Public Records Of Alachua County And To A Curve To The Right Having A Radius Of 1,030.60 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 05°35'39", An Arc Length Of 100.63 Feet And A Chord Bearing And Distance Of South 02°36'01" West, 100.59 Feet To **The Point Of Beginning**; Thence North 89°16'09" East, A Distance Of 109.97 Feet; Thence South 00°49'37" East, A Distance Of 20.49 Feet; Thence North 89°10'23" East, A Distance Of 237.99 Feet; Thence South 00°49'37" East, A Distance Of 319.94 Feet; Thence South 89°10'23" West, A Distance Of 374.47 Feet; Thence North 00°16'20" East, A Distance Of 136.75 Feet To A Curve To The Right Having A Radius Of 734.60 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 07°46'34", An Arc Length Of 99.70 Feet And A Chord Bearing And Distance Of North 04°09'36" East, 99.62 Feet; Thence North 08°02'53" East, A Distance Of 58.08 Feet To A Curve To The Left Having A Radius Of 1,030.60 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 02°39'03", An Arc Length Of 47.68 Feet And A Chord Bearing And Distance Of North 06°43'22" East, 47.68 Feet To **The Point Of Beginning**.

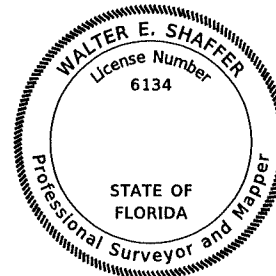
Containing 2.751 Acres, More Or Less.

I Hereby Certify That To The Best Of My Knowledge And Belief This Legal Description Is True, Accurate, And Was Prepared Under My Direction. I Further Certify That Said Legal Description Is In Compliance With The Standards Of Practice As Set Forth By The Florida Board Of Professional Surveyors And Mappers, Pursuant To Section 472.027, Florida Statutes.

Walter E. Shaffer, P.S.M.
T2 Utility Engineers No. 8336
425 Eldridge Loop
Orange Park, Florida 32073
(904) 602-8571

January 11, 2024

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Without The Surveyor's Signature And Original Seal.



SEE SHEET 1 FOR LEGEND AND GENERAL NOTES

LEGAL DESCRIPTION SHEET
NOT A FIELD SURVEY

			ALACHUA COUNTY PUBLIC WORKS			
			SKETCH OF DESCRIPTION PERPETUAL EASEMENT PARCEL 802			
			COUNTY ROAD NORTHWEST 122ND STREET		ALACHUA COUNTY	
			BY	DATE	PREPARED BY:	DATA SOURCE:
					T2 UTILITY ENGINEERS	SURVRD01 OPEN ROADS
					150 S.W. 5TH AVE. #11, 316 106 LAKE CITY FL. 32024	DEVELOPMENT (ORD) CONNECT
			DRAWN	E.SHAFFER	01/11/2024	
			CHECKED	B. FAIRCLOTH	01/12/2024	
REVISION	BY	DATE	F.P. NO. N/A		SECTION N/A	SHEET 8 OF 8

ATTACHMENT "D" –Temporary Construction Easement

This instrument prepared by
Alachua County Public Works
5620 NW 120 Lane
Gainesville, FL 32653

Portion of Tax Parcel No: 04321-031-000
ALACHUA COUNTY, FLORIDA

TEMPORARY CONSTRUCTION EASEMENT

THIS Temporary Construction Easement (the "TCE") is made as of this _____ day of _____, 202_, by and between **122nd and Newberry LLC**, whose mailing address is 502 NW 16th Ave, Suite 1, Gainesville, Florida 32601, as ("**Grantor**") and **ALACHUA COUNTY**, a charter county and political subdivision of the State of Florida, whose mailing address is c/o Alachua County Public Works Department, 5620 NW 120 Lane, Gainesville, Florida 32653, as ("**Grantee**").

Recitals

A. Grantor is the fee simple owner of that certain parcel of real property located in Alachua County, Florida, and which is more particularly described as follows:

See **Exhibit "A"** attached hereto and by reference made a part hereof (the "Easement Area")

B. Grantee has requested this TCE from Grantor, over, across and under the Easement Area for the purpose of allowing Grantee to construct, install, and modify any existing grade, slope, pavement, drainage, utility, driveway, walkway, and turnout features on or within the Easement Area ("Improvements"), together with related incidental purposes necessary to complete construction, installation, modification, tying in, conformation, harmonization, and reconnection of any such Improvements.

C. Grantor is willing to grant this TCE in accordance with the terms set forth herein.

Now, therefore, in consideration of the grants and the mutual covenants and agreements set forth herein, and for other valuable considerations, the receipt and sufficiency of which are hereby acknowledged by Grantor and Grantee, the following grants, agreements and covenants are hereby made:

1. Recitals: The foregoing Recitals are true and accurate and are incorporated herein by this reference.

2. Term: The term of this Agreement shall commence the date it is executed by

both parties and expire at the completion of construction, or December 31, 2019, whichever is sooner (the "Expiration Date")

3. Grant of Easement to Grantee: Grantor hereby grants and conveys to Grantee an exclusive temporary construction easement for the purpose of modifying, tying in, conformation, harmonization, and reconnection of any such Improvements necessary for the Grantor to comply with the Purchase and Sale Agreement between Grantor and Grantee signed on _____, 202_ (the "Improvements"). Grantor agrees not to alter or obstruct the Easement Area so as to cause any interference with Grantee's use and enjoyment of the Easement Area. The TCE, as granted hereunder, shall not preclude Grantor, or its successors or assigns, from using the Easement Area in any way which is compatible with the rights granted to Grantee hereunder. Upon commencement of the construction of the Improvements, Grantee agrees to diligently work to complete such Improvements.

4. Conditions: The Grantee agrees to keep the roads open to traffic and in a safe condition; and execute and complete the project in a good and workmanlike manner.

5. Maintenance of Easement Area: The maintenance of the Easement Area, such as mowing and property management, shall be the responsibility of Grantee until the termination of this TCE as outlined herein.

6. Indemnification: Grantor hereby covenants not to interfere with Grantee's activities within the Easement Area, and further covenants to indemnify and hold Grantee harmless from any and all damages and injuries, whether to person or property, resulting from interference with Grantee's rights hereunder and in particular its activities within the Easement Area by Grantor, or Grantor's agents, employees, guests and invitees. Grantee hereby covenants not to interfere with Grantor's activities within Grantor's Parcel; and further covenants to indemnify and hold Grantor harmless from any, and all damages and injuries, whether to person or property, resulting from interference with Grantor's rights hereunder and in particular its activities within Grantor's Parcel, by Grantee, or Grantee's agents, employees, contractors or subcontractors.

7. Liability: Grantee, as a political subdivision of the State of Florida, agrees to be fully responsible for its negligent acts or omissions, which relate to or arise out of Grantee's use of the Easement Area, or the use of Grantor's Parcel. Nothing herein shall be construed as consent by Grantee to be sued by third parties in any matter arising out of this TCE or construed as a waiver of sovereign immunity, the limits of liability, or other provisions of Section 768.28, Florida Statutes.

8. Effect: The TCE granted herein is an easement that benefits and is appurtenant to Parcel 04321-031-000 ("Grantee's Parcel") and shall inure to the benefit of Grantee. The TCE, and all agreements contained herein shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs,

successors, assigns and legal representatives.

9. Title to Grantor's Parcel: Grantor hereby represents and warrants to Grantee that Grantor holds fee simple title to Grantor's Parcel.

10. Termination: Grantee may terminate this TCE for its convenience at any time prior to utilizing the Easement Area. In the event of such termination, Grantee shall not be obligated to fulfill the terms of this TCE, except that any payment shall be retained by Grantor. The TCE may not be terminated by Grantor prior to the Expiration Date. Grantor's sole remedy against Grantee shall be judicial equitable relief.

11. Third Party Beneficiaries This TCE does not create any relationship with, or any rights in favor of, any third party.

12. Severability: If the fulfillment of any provisions hereof, at the time performance of such provision shall be due, shall involve any violation of the law, or shall otherwise be determined to be unenforceable or invalid by appropriate judicial authority, then such obligation to be fulfilled shall be reduced to the limit legally enforceable, if any, and the remainder of this TCE shall remain in full force and effect and shall be enforced to the full extent permitted by law.

13. Notices: Any notices to be given hereunder shall be delivered to the parties' addresses as stated herein or to such address as shall be designated by a party or the party's successor in interest to the other party.

14. Governing Law: This TCE shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

15. Payment: No monetary compensation is due from Grantee to Grantor for this TCE.

The remainder of this page has intentionally been left blank

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year aforesaid.

Signed, sealed and delivered
in the presence of:

GRANTOR:
122nd and Newberry LLC,
a Florida corporation

_____ By: _____
print name: _____ print
name: _____
Title: _____
_____ print name _____

**STATE OF FLORIDA
COUNTY OF ALACHUA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, as _____ of 122nd St and Newberry LLC, a Florida corporation, on behalf of said corporation, who [] is personally known to me or who [] has produced _____ as identification.

Notary's signature
Print name _____
Commission Expires: _____
Notary I.D. No.: _____

At a meeting on the _____ day of _____, 2023,
the Board of County Commissioners authorized the
acceptance of this instrument of conveyance and
authorized the Chair to execute this acceptance.

APPROVED AS TO FORM

_____, CHAIR
ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

ALACHUA COUNTY ATTORNEY

Executed on this _____ day of _____, 2024,

ATTEST:

J. K. "JESS" IRBY, ESQ., CLERK

SKETCH OF DESCRIPTION FOR TEMPORARY EASEMENT PARCEL 700

A Part Of The Southwest Quarter Of Section 36, Township 9 South, Range 18 East, As Described And Recorded With Warranty Deed In Official Record Book 4543, Page 1621, Of The Current Public Records Of Alachua County, Florida. And Being More Particularly Described As Follows:

Commence At A Found 3" x 3" Concrete Monument Stamped "Myers Griffis LB 7239" At The Northwest Corner Of South Pointe Phase 1 Unit 5-A, Section 36, Township 9 South, Range 18 East, Per Plat Of South Pointe Phase 1 Unit 5-A, Plat Book 26, Page 90, Of The Current Public Records Of Alachua County, Said Point Also Being The Southwest Corner Of Described And Recorded With Warranty Deed In Official Record Book 2201, Page 1937, Of The Current Public Records Of Alachua County And A Point On The Westerly Line Of Section 36; Thence Along Said Westerly Line Of Section 36, South 00°49'37" East, A Distance Of 1,858.86 Feet; Thence North 89°15'54" East, A Distance Of 62.77 Feet To A Point On The South Line Of South Pointe Phase 1 Unit 3, Section 36, Township 9 South, Range 18 East, Per Plat Of South Pointe Phase 1 Unit 3, Plat Book 23, Page 93, Of The Current Public Records Of Alachua County And To A Curve To The Right Having A Radius Of 1,030.60 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 08°14'42", An Arc Length Of 148.31 Feet And A Chord Bearing And Distance Of South 03°55'32" West, 148.18 Feet; Thence South 08°02'53" West, A Distance Of 58.08 Feet To A Curve To The Left Having A Radius Of 734.60 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 07°46'34", An Arc Length Of 99.70 Feet And A Chord Bearing And Distance Of South 04°09'36" West, 99.62 Feet; Thence South 00°16'20" West, A Distance Of 184.24 Feet; Thence South 00°49'37" East, A Distance Of 372.92 Feet To **The Point Of Beginning**; Thence North 89°10'23" East, A Distance Of 39.00 Feet; Thence South 00°49'37" East, A Distance Of 104.00 Feet; Thence South 89°10'23" West, A Distance Of 39.00 Feet; Thence North 00°49'37" West, A Distance Of 104.00 Feet To **The Point Of Beginning**.

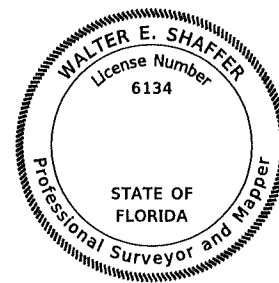
Containing 4,056 Square Feet, More Or Less.

I Hereby Certify That To The Best Of My Knowledge And Belief This Legal Description Is True, Accurate, And Was Prepared Under My Direction. I Further Certify That Said Legal Description Is In Compliance With The Standards Of Practice As Set Forth By The Florida Board Of Professional Surveyors And Mappers, Pursuant To Section 472.027, Florida Statutes.

Walter E. Shaffer, P.S.M.
T2 Utility Engineers No. 8336
425 Eldridge Loop
Orange Park, Florida 32073
(904) 602-8571

January 11, 2024

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LEGAL DESCRIPTION SHEET
NOT A FIELD SURVEY

			ALACHUA COUNTY PUBLIC WORKS			
			SKETCH OF DESCRIPTION TEMPORARY EASEMENT PARCEL 700			
			COUNTY ROAD NORTHWEST 122ND STREET		ALACHUA COUNTY	
			BY	DATE	PREPARED BY: T2 UTILITY ENGINEERS 155 SW SPENCER ST, SUITE 300 LAKE CITY FL 32824 850.750.2626 (FLA. REG. 5376)	
			DRAWN	E. SHAFER	01/11/2024	DATA SOURCE: SURV001 OPEN ROADS DEVELOPMENT (ORD) CORRECT
			CHECKED	B. FAIRCLOTH	01/12/2024	F.P. NO. N/A
REVISION	BY	DATE	SECTION N/A		SHEET 6 OF 8	

SKETCH OF DESCRIPTION FOR TEMPORARY EASEMENT PARCEL 701

A Part Of The Southwest Quarter Of Section 36, Township 9 South, Range 18 East, As Described And Recorded With Warranty Deed In Official Record Book 4543, Page 1621, Of The Current Public Records Of Alachua County, Florida. And Being More Particularly Described As Follows:

Commence At A Found 3" x 3" Concrete Monument Stamped "Myers Griffis LB 7239" At The Northwest Corner Of South Pointe Phase 1 Unit 5-A, Section 36, Township 9 South, Range 18 East, Per Plat Of South Pointe Phase 1 Unit 5-A, Plat Book 26, Page 90, Of The Current Public Records Of Alachua County, Said Point Also Being The Southwest Corner Of Described And Recorded With Warranty Deed In Official Record Book 2201, Page 1937, Of The Current Public Records Of Alachua County And A Point On The Westerly Line Of Section 36; Thence Along Said Westerly Line Of Section 36, South 00°49'37" East, A Distance Of 1,858.86 Feet; Thence North 89°15'54" East, A Distance Of 62.77 Feet To A Point On The South Line Of South Pointe Phase 1 Unit 3, Section 36, Township 9 South, Range 18 East, Per Plat Of South Pointe Phase 1 Unit 3, Plat Book 23, Page 93, Of The Current Public Records Of Alachua County And To A Curve To The Right Having A Radius Of 1,030.60 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 08°14'42", An Arc Length Of 148.31 Feet And A Chord Bearing And Distance Of South 03°55'32" West, 148.18 Feet; Thence South 08°02'53" West, A Distance Of 58.08 Feet To A Curve To The Left Having A Radius Of 734.60 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 07°46'34", An Arc Length Of 99.70 Feet And A Chord Bearing And Distance Of South 04°09'36" West, 99.62 Feet; Thence South 00°16'20" West, A Distance Of 136.75 Feet To **The Point Of Beginning**; Thence North 89°10'23" East, A Distance Of 32.09 Feet; Thence South 00°49'37" East, A Distance Of 90.82 Feet; Thence South 89°10'23" West, A Distance Of 33.00 Feet; Thence North 00°49'37" West, A Distance Of 43.34 Feet; Thence North 00°16'20" East, A Distance Of 47.49 Feet To **The Point Of Beginning**.

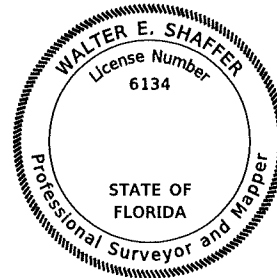
Containing 2,975 Square Feet, More Or Less.

I Hereby Certify That To The Best Of My Knowledge And Belief This Legal Description Is True, Accurate, And Was Prepared Under My Direction. I Further Certify That Said Legal Description Is In Compliance With The Standards Of Practice As Set Forth By The Florida Board Of Professional Surveyors And Mappers, Pursuant To Section 472.027, Florida Statutes.

Walter E. Shaffer, P.S.M.
T2 Utility Engineers No. 8336
425 Eldridge Loop
Orange Park, Florida 32073
(904) 602-8571

January 11, 2024

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LEGAL DESCRIPTION SHEET
NOT A FIELD SURVEY

				ALACHUA COUNTY PUBLIC WORKS	
				SKETCH OF DESCRIPTION TEMPORARY EASEMENT PARCEL 701	
				COUNTY ROAD NORTHWEST 122ND STREET	
				ALACHUA COUNTY	
				BY DATE	
				PREPARED BY: T2 UTILITY ENGINEERS 155 S.W. SHAFER CT., STE. 104, LAKE CITY FL 32024 386.755.2626 (L.B. NO. 8336)	
				DATA SOURCE: SURVRD01 OPEN ROADS DEVELOPMENT (ORD) CONNECT	
		DRAWN E. SHAFFER 01/11/2024			
		CHECKED B. FAIRCLOTH 01/12/2024			
REVISION		BY DATE		F.P. NO. N/A SECTION N/A SHEET 7 OF 8	

SKETCH OF DESCRIPTION FOR PERPETUAL EASEMENT PARCEL 802

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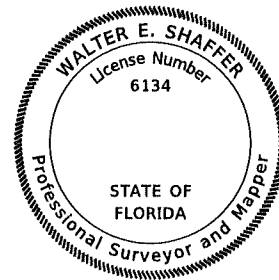
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Walter E. Shaffer, P.S.M.
T2 Utility Engineers No. 8336
425 Eldridge Loop
Orange Park, Florida 32073
(904) 602-8571

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NOT A FIELD SURVEY

			ALACHUA COUNTY PUBLIC WORKS			
			SKETCH OF DESCRIPTION PERPETUAL EASEMENT PARCEL 802			
			COUNTY ROAD NORTHWEST 122ND STREET		ALACHUA COUNTY	
			BY	DATE	PREPARED BY:	DATA SOURCE:
					T2 UTILITY ENGINEERS 159 SW SPENCER ST, SUITE 306 LAKE CITY FL 32024 813-733-7629; 11 B. IN. 03062	SURVROD'S OPEN ROADS DEVELOPMENT (ORD) CONNECT
			DRAWN	E. SHAFFER	01/11/2024	
			CHECKED	B. FAIRCLOTH	01/12/2024	
REVISION	BY	DATE	F.P. NO. N/A		SECTION N/A	SHEET 8 OF 8

ATTACHMENT "E" – MMTM Schedule

MULTI-MODAL TRANSPORTATION MITIGATION - PHASING SCHEDULE (33% ANNUAL PHASE IN FOR 3 YEARS) BASED ON 2011 IMPACT FEE									
Current	2011			2012			2013		
	MMTM	Non	TND	MMTM	Non	TND	MMTM	Non	TND
IMPACT	MMTM	Non	TND	MMTM	Non	TND	MMTM	Non	TND
FEE	TND/TOD			TND/TOD			TND/TOD		
RESIDENTIAL									
RESIDENTIAL URBAN SERVICE/CLUSTER AREA:									
All Residential per 1,000 FT ²	\$2,073	\$2,433	\$2,212	\$1,704	\$2,793	\$2,351	\$1,777	\$3,164	\$1,851
Residential Expansion per 1,000 FT ²	\$1,074	\$1,242	\$1,131	\$892	\$1,410	\$1,108	\$890	\$1,582	\$929
RECREATION:									
Park Per Acre	\$1,130	\$1,320	\$1,235	\$1,151	\$1,510	\$1,341	\$1,172	\$1,708	\$1,194
Golf Course Per Hole	\$14,062	\$16,510	-	-	\$18,958	-	-	\$21,480	-
Racquet/Tennis Club Per Court	\$7,607	\$8,948	\$8,348	\$7,774	\$10,237	\$9,090	\$7,942	\$11,595	\$8,115
Health/Fitness Club Per 1,000 FT ²	\$6,460	\$7,597	\$7,109	\$6,820	\$8,713	\$7,737	\$6,760	\$8,984	\$6,904
Recreation/Community Center Per 1,000 FT ²	\$4,515	\$5,287	\$4,948	\$4,609	\$6,058	\$5,380	\$4,702	\$6,853	\$4,788
INSTITUTIONAL PER 1,000 FT ² :									
Private School (K-12)	\$2,312	\$2,705	\$2,531	\$2,387	\$3,098	\$2,751	\$2,423	\$3,502	\$2,977
Place of Worship	\$2,124	\$2,498	\$2,336	\$2,184	\$2,871	\$2,549	\$2,221	\$3,258	\$2,787
Day Care Center	\$3,087	\$3,627	\$3,394	\$3,181	\$4,166	\$3,691	\$3,225	\$4,702	\$3,997
Library	\$3,988	\$4,682	\$4,381	\$4,078	\$5,377	\$4,773	\$4,170	\$5,892	\$4,984
OFFICE PER 1,000 FT ² :									
Businesses & Professional Services (less than 50,000 FT ²)	\$3,199	\$3,760	\$3,517	\$3,275	\$4,321	\$3,836	\$3,351	\$4,899	\$3,428
Businesses & Professional Services (50,000 FT ² & greater)	\$4,275	\$5,072	\$4,688	\$4,375	\$5,788	\$5,121	\$4,474	\$6,537	\$4,578
RETAIL BUILDINGS PER 1,000 FT ² :									
Medical, Dental Offices	\$4,700	\$5,503	\$5,149	\$4,798	\$6,305	\$5,586	\$4,893	\$7,133	\$5,063
Hospitals	\$4,382	\$5,142	\$4,811	\$4,480	\$5,901	\$5,240	\$4,578	\$6,884	\$4,879
Nursing Home	\$1,258	\$1,481	\$1,385	\$1,290	\$1,705	\$1,513	\$1,321	\$1,934	\$1,354
INDUSTRIAL BUILDINGS PER 1,000 FT ² :									
Industrial Manufacturing, Warehousing	\$2,858	\$3,381	-	-	\$3,865	-	-	\$4,384	-
Mini-Warehousing	\$920	\$1,076	-	\$549	\$1,232	-	\$673	\$1,393	-
GENERAL COMMERCIAL RETAIL PER 1,000 FT ² :									
Small Scale Retail Store (less than 20,000 FT ²)	\$5,378	\$6,319	\$5,776	\$4,848	\$7,281	\$6,174	\$4,793	\$6,831	\$4,938
Medium Scale Retail Store (20,000 to 50,000 FT ²)	\$8,974	\$10,533	\$9,855	\$8,177	\$12,001	\$10,735	\$8,379	\$13,697	\$9,589
Large Scale Retail Store (greater than 50,000 FT ²)	\$14,540	\$17,035	\$15,951	\$14,887	\$19,431	\$17,283	\$15,095	\$21,999	\$15,329
Large Scale Retail Superstore	\$25,317	\$29,714	\$27,801	\$25,888	\$34,110	\$30,285	\$26,480	\$38,843	\$27,048
Large Scale Wholesale Club - Membership	\$15,291	\$19,122	\$17,542	\$16,373	\$21,973	\$18,792	\$16,456	\$24,873	\$18,540
Grocery Store	\$14,264	\$16,756	\$15,678	\$14,600	\$19,228	\$17,072	\$15,775	\$21,509	\$16,242
Pharmacy with Drive-Thru	\$9,761	\$11,458	\$10,718	\$9,981	\$13,150	\$11,679	\$10,201	\$14,997	\$10,428
Restaurant with Drive-Thru	\$17,293	\$20,264	\$18,892	\$17,061	\$22,234	\$20,631	\$18,028	\$26,295	\$19,406
Car Sales	\$10,337	\$12,128	-	-	\$13,918	-	-	\$15,764	-
Auto Parts Stores	\$9,785	\$11,490	-	-	\$13,194	-	-	\$14,950	-
Tire & Auto Repair	\$2,823	\$4,248	-	-	\$4,873	-	-	\$5,518	-
OTHER COMMERCIAL:									
Hotel Per Room	\$3,089	\$3,630	\$3,319	\$2,645	\$4,161	\$3,539	\$2,735	\$4,708	\$3,767
Movie Theater Per Screen	\$14,592	\$17,239	\$15,816	\$14,782	\$19,785	\$18,039	\$14,832	\$22,410	\$18,906
Bank with Drive-Thru Per Drive-Thru Lane	\$13,409	\$15,755	\$14,740	\$13,724	\$18,102	\$16,070	\$14,039	\$20,519	\$17,441
Convenience Market & Gas Per Pump	\$2,175	\$2,508	\$2,370	\$2,232	\$2,940	\$2,595	\$2,289	\$3,085	\$2,310
Quick Lube Vehicle Service Per Bay	\$4,065	\$4,784	\$4,457	\$4,151	\$5,503	\$4,850	\$4,238	\$5,243	\$4,327
Car Wash Per Slot	\$4,328	\$5,073	\$4,729	\$4,408	\$5,818	\$5,129	\$4,483	\$6,585	\$5,541

ATTACHMENT "F" - Cross Section of NW 122nd St Extension

