

RESOLUTION 24-

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, APPROVING THE CONVEYANCE OF TAX PARCELS NUMBER 16496-004-000 AND 16496-004-001 ALACHUA COUNTY, FLORIDA ; AUTHORIZING THE EXECUTION OF DOCUMENTS TO EFFECTUATE THE CONVEYANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Alachua County, a political subdivision of the State of Florida (the "County") owns fee simple title to the real property designated as Tax Parcels Number 16496-004-000 and 16496-004-001, as more particularly described in **Exhibit "A"**, attached hereto (the "Property") and

WHEREAS, pursuant to Section 125.38, Florida Statutes, if a political subdivision or a municipality of the State of Florida desires any real or personal property that may be owned by any county of the State of Florida or by its board of county commissioners, for public or community interest and welfare, then that municipality may apply for conveyance of such property; and

WHEREAS, Section 125.38, Florida Statutes also authorizes the County to convey an interest in real property to a municipality without competition or advertisement; and

WHEREAS, the Town of Micanopy, Florida (the "Town"), a municipality of the State of Florida, has made request to the County to acquire the Property as an annex to the adjacent Micanopy native American Preserve, which will benefit the community and conserve certain values and significance associated with the Property; and

WHEREAS, said request having been duly considered, the Board of County Commissions of Alachua County, Florida ("Board") make the following findings: (i) the Property is required by the Town for such purposes and is not needed for County purposes; (ii) the Town is a municipality of the State of Florida and is, therefore, qualified to request conveyances of County property pursuant to Section 125.38, Florida Statutes; and (iii) the Town desires the Property for a public purpose and such purpose is in the community interest and welfare; and

WHEREAS, it is in the best interest of the County to enter into the Real Estate Purchase and Sale Contract for Property Located in Micanopy, Florida, attached hereto as **Exhibit "B"** to convey the requested Property (the "Contract"); and

WHEREAS, it is in the best interest of the County to accept the conservation easement attached as Exhibit "E" to the Contract.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA;

1. The Board finds, determines, and declares that the recitals in the preamble are true and correct, and hereby incorporates them by reference.

2. The Board authorizes and directs the conveyance of the Property pursuant to the terms of the Contract.
3. The Board authorizes and directs the Chair to execute the Contract, deed conservation easement and any other documents approved by the County Attorney needed to complete this conveyance.
4. This resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this _____ day of _____, A.D., 2024.

**BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA**

By: _____
Mary C. Alford, Chair

ATTEST:

J. K. "Jess" Irby, Esq., Clerk

APPROVED AS TO FORM

Alachua County Attorney's Office

EXHIBIT "A"
(Legal Description of the Property)

A TRACT OF LAND, SITUATED IN SECTION 25, TOWNSHIP 11 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1 (as per OR 4547, Page 128):

COMMENCE AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 11 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION, 1518.00 FEET; THENCE S.01 DEG. 14'18"E., A DISTANCE OF 3119.32 FEET TO A POINT ON THE CENTERLINE OF HUNTER AVENUE; THENCE S.01 DEG. 14'28"E., A DISTANCE OF 969.51 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE S.01 DEG. 14'28"E., A DISTANCE OF 73.82 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 25-A/S.E. 165TH AVENUE (OLD STATE ROAD NO. 25); THENCE S.82 DEG. 39'48"E., ALONG SAID NORTH RIGHT-OF-WAY LINE, 613.90 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT 1533.05 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH; THENCE EAST ALONG THE ARC OF SAID CURVE, AND ALONG SAID RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 10 DEG. 31'44", A DISTANCE OF 281.72 FEET, AND A CHORD BEARING AND DISTANCE OF S.76 DEG. 55'08"E., 281.33 FEET TO A POINT ON A 50.00 FOOT RADIUS CURVE, CONCAVE TO THE WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 180 DEG. 00'00", A DISTANCE OF 157.18 FEET, AND A CHORD BEARING AND DISTANCE OF N.29 DEG. 28'49"E., 100.06 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 441 (STATE ROAD NO. 25), SAID POINT ALSO BEING ON A 17,188.74 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01 DEG. 33'33", A DISTANCE OF 467.75 FEET, AND A CHORD BEARING AND DISTANCE OF N.40 DEG. 44'42"W., 467.74 FEET TO A POINT; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE. N.40 DEG. 03'42"W., A DISTANCE OF 81.56 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, S.49 DEG. 56'57"W., A DISTANCE OF 290.43 FEET; THENCE N.40 DEG. 03'54"W., A DISTANCE OF 150.08 FEET; THENCE S.49 DEG. 57'36"W., A DISTANCE OF 335.75 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT EXISTING ROAD RIGHT OF WAY.

LESS AND EXCEPT ANY LANDS CONTAINED IN THAT CERTAIN DEED RECORDED IN OFFICIAL RECORDS BOOK 2800, PAGE 410 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

PARCEL 2 (as per OR 4547, P 128):

COMMENCE AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 11 SOUTH,

RANGE 20 EAST, ALACHUA COUNTY, FLORIDA; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION, 1,518.00 FEET; THENCE S.01 DEG. 14'18"E, A DISTANCE OF 3,119.32 FEET TO A POINT ON THE CENTERLINE OF HUNTER AVENUE, THENCE CONTINUE S.01 DEG. 14'28"E. A DISTANCE OF 969.51 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE S. 01 DEG. 14'28"E., A DISTANCE OF 73.82 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 25-A/S.E. 165TH AVENUE (OLD STATE ROAD NO. 25), BEING A 66 FOOT RIGHT-OF-WAY; THENCE S.82 DEG. 39'48"E., ALONG SAID NORTH RIGHT-OF-WAY LINE, 613.90 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT 1,533.05 FOOT RADIUS CURVE,

CONCAVE TO THE SOUTH, THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID RIGHT-OF-WAY, THROUGH A CENTRAL ANGLE OF 10 DEG. 31'44", A DISTANCE OF 281.72 FEET, AND A CHORD BEARING AND DISTANCE OF S.76 DEG. 55'08"E., 281.33 FEET TO A POINT ON A 50.00 FOOT RADIUS CURVE, CONCAVE TO THE WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 180 DEG. 00'00", A DISTANCE OF 157.18 FEET, AND A CHORD BEARING AND DISTANCE OF N.29 DEG. 28'49"E., 100.06 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO 441 (STATE ROAD NO 25), BEING A 184 FOOT RIGHT-OF-WAY; SAID POINT ALSO BEING ON A 17,188.74 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01 DEG. 33'33", A DISTANCE OF 467.75 FEET, AND A CHORD BEARING AND DISTANCE OF N 40 DEG. 44'42"W., 467.74 FEET TO A POINT; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, N. 40 DEG. 03'42"W., A DISTANCE OF 81.56 FEET, THENCE DEPARTING SAID RIGHT-OF-WAY LINE, S.49 DEG. 56'57"W., A DISTANCE OF 290.43 FEET; THENCE N 40 DEG. 03'34" W. A DISTANCE OF 150.08 FEET; THENCE N.12 DEG. 52'38"W., A DISTANCE OF 249.05 FEET; THENCE N.03 DEG. 57'15"W., A DISTANCE OF 107.85 FEET; THENCE S.86 DEG. 20'09"W., A DISTANCE OF 48.87 FEET; THENCE S. 03 DEG. 39'51" W., A DISTANCE OF 17.70 FEET; THENCE S. 86 DEG. 20'09" W., A DISTANCE OF 64.15 FEET; THENCE S. 03 DEG. 39'51"E., A DISTANCE OF 90.15 FEET; THENCE N. 86 DEG. 20'09"E., A DISTANCE OF 83.18 FEET; THENCE S 12 DEG. 52'38"E., A DISTANCE OF 261.17 FEET, THENCE S. 40 DEG. 03'54"E., A DISTANCE OF 137.24 FEET; THENCE S.72 DEG. 59' 27"W., A DISTANCE OF 332.29 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT EXISTING ROAD RIGHT OF WAY.

LESS AND EXCEPT THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4270, PAGE 2500 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 11 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION, 1,518.00 FEET; THENCE S.01 DEG. 14'18"E., A DISTANCE OF 3,119.32 FEET TO A POINT ON THE CENTERLINE OF HUNTER AVENUE; THENCE S.01 DEG. 14'28"E., A DISTANCE OF 969.51 FEET TO THE POINT OF BEGINNING. THENCE

CONTINUE S.01 DEG. 14'28"E., A DISTANCE OF 73.82 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 25-A/S.E. 165TH AVENUE (OLD STATE ROAD NO. 25); THENCE S.82 DEG. 39'48"E., ALONG SAID NORTH RIGHT-OF-WAY LINE, 613.90 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT 1,533.05 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH; THENCE EAST ALONG THE ARC OF SAID CURVE, AND ALONG SAID RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 10 DEG. 31'44", A DISTANCE OF 281.72 FEET, AND A CHORD BEARING AND DISTANCE OF 5.76 DEG. 55'08"E., 281.33 FEET TO A POINT ON A 50.00 FOOT RADIUS CURVE, CONCAVE TO THE WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 180 DEG. 00'00", A DISTANCE OF 157.18 FEET, AND A CHORD BEARING AND DISTANCE OF N.29 DEG. 28'49"E., 100.06 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 441 (STATE ROAD NO. 25), SAID POINT ALSO BEING ON A 17,188.74 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01 DEG. 33'33", A DISTANCE OF 467.75 FEET, AND A CHORD BEARING AND DISTANCE OF N.40 DEG. 44'42"W., 467.74 FEET TO A POINT; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, N.40 DEG. 03'42"W., A DISTANCE OF 81.56 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, 5.49 DEG. 56'57"W., A DISTANCE OF 290.43 FEET; THENCE N.40 DEG. 03'54"W., A DISTANCE OF 150.08 FEET; THENCE 5.49 DEG. 57'36"W., A DISTANCE OF 335.75 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A 20 FOOT INGRESS/EGRESS EASEMENT LYING 10 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 11 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA; THENCE EAST, ALONG THE NORTH LINE OF SAID SECTION, 1518.00 FEET; THENCE 5.01 DEG. 14'18"E., A DISTANCE OF 3,119.32 FEET TO A POINT ON THE CENTERLINE OF HUNTER AVENUE; THENCE CONTINUE 5.01 DEG. 14'28"E., A DISTANCE OF 33.29 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID HUNTER AVENUE, (BEING A 66 FOOT RIGHT-OF-WAY), THENCE ALONG SAID SOUTH RIGHT OF WAY 5.83 DEG. 36'38"E., A DISTANCE OF 58.68 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY OF U.S. HIGHWAY NO 441 (STATE ROAD NO 25), BEING A 184 FOOT RIGHT-OF-WAY; THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 5.39 DEG. 58'18"E., A DISTANCE OF 276.90 FEET TO THE POINT OF BEGINNING. THENCE LEAVING SAID RIGHT OF WAY, S.18 DEG. 34'02"W., A DISTANCE OF 117.23 FEET, THENCE 5.61 DEG. 24'42"W., A DISTANCE OF 52.23 FEET; THENCE S.33 DEG. 28'58"W., A DISTANCE OF 45.56 FEET TO THE POINT OF TERMINUS.

SAID PARCEL 1 AND PARCEL 2 BEING ONE AND THE SAME AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4547, PAGE 128 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SITUATED IN SECTION 25, TOWNSHIP 11 SOUTH, RANGE 20 EAST, ALACHUA

COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, BEGIN AT THE MOST NORTHWESTERLY CORNER OF PARCEL 1 AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 4547, PAGE 128; THENCE SOUTH 1°24'14" EAST, ALONG THE WEST BOUNDARY LINE OF SAID PARCEL 1, A DISTANCE OF 73.97 FEET TO THE NORTH RIGHT OF WAY LINE OF SOUTHEAST 165TH AVENUE (66 FOOT RIGHT OF WAY); THENCE SOUTH 82°39'48" EAST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 613.64 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1533.05 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 76°54'48" EAST, 281.45 FEET; THENCE SOUTHEASTERLY ALONG SAID NORTH RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°32'01", AND AN ARC LENGTH OF 281.84 FEET TO A REVERSE CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 50.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 29°33'40" EAST, 100.00 FEET; THENCE NORTHEASTERLY ALONG SAID NORTH RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 180°00'00", AND AN ARC LENGTH OF 157.08 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF US HIGHWAY NO. 441 (184 FOOT RIGHT OF WAY) AND TO A REVERSE CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 17188.74 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 40°44'26" WEST, 467.74 FEET; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°33'33", AND AN ARC LENGTH OF 467.75 FEET TO THE END OF SAID CURVE; THENCE NORTH 40°01'58" WEST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 81.46 FEET TO THE NORTHERN MOST CORNER OF SAID PARCEL 1; THENCE SOUTH 49°57'20" WEST, ALONG THE NORTHERLY LINE OF SAID PARCEL 1, A DISTANCE OF 290.35 FEET; THENCE NORTH 40°03'58" WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 150.09 FEET TO THE BOUNDARY OF PARCEL 2 OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4547, PAGE 128; THENCE THE FOLLOWING EIGHT (8) COURSES ALONG THE BOUNDARY OF SAID PARCEL 2; (1) THENCE NORTH 12°51'16" WEST, A DISTANCE OF 248.96 FEET; (2) THENCE NORTH 03°58'40" WEST, A DISTANCE OF 107.90 FEET; (3) THENCE SOUTH 86°20'35" WEST, A DISTANCE OF 48.75 FEET; (4) THENCE SOUTH 03°39'06" EAST, A DISTANCE OF 17.70 FEET; (5) THENCE SOUTH 86°20'28" WEST, A DISTANCE OF 64.17 FEET; (6) THENCE SOUTH 03°39'11" EAST, A DISTANCE OF 90.16 FEET; (7) THENCE NORTH 86°21'26" EAST, A DISTANCE OF 83.18 FEET; (8) THENCE SOUTH 12°52'22" EAST, A DISTANCE OF 261.11 FEET; THENCE SOUTH 40°00'09" EAST, A DISTANCE OF 137.34 FEET TO THE AFOREMENTIONED NORTHERLY LINE OF PARCEL 1; THENCE SOUTH 73°04'30" WEST, ALONG SAID NORTHERLY LINE OF PARCEL 1, A DISTANCE OF 332.54 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A 20 FOOT INGRESS/EGRESS EASEMENT LYING 10 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 11 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA; THENCE EAST, ALONG THE NORTH LINE OF SAID SECTION, 1518.00 FEET; THENCE 5.01 DEG. 14'18"E., A DISTANCE OF 3,119.32 FEET TO A POINT ON THE CENTERLINE OF HUNTER AVENUE; THENCE CONTINUE 5.01 DEG. 14'28"E., A DISTANCE OF 33.29 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID HUNTER AVENUE, (BEING A 66 FOOT RIGHT-OF-WAY), THENCE ALONG SAID SOUTH RIGHT OF WAY 5.83 DEG. 36'38"E., A DISTANCE OF 58.68 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY OF U.S. HIGHWAY NO 441 (STATE ROAD NO 25), BEING A 184 FOOT RIGHT-OF-WAY; THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 5.39 DEG. 58'18"E., A DISTANCE OF 276.90 FEET TO THE POINT OF BEGINNING. THENCE LEAVING SAID RIGHT OF WAY, 5.18 DEG. 34'02"W., A DISTANCE OF 117.23 FEET, THENCE 5.61 DEG. 24'42"W., A DISTANCE OF 52.23 FEET; THENCE 5.33 DEG. 28'58"W., A DISTANCE OF 45.56 FEET TO THE POINT OF TERMINUS.

EXHIBIT "B" TO RESOLUTION

REAL ESTATE PURCHASE AND SALE CONTRACT FOR PROPERTY LOCATED IN MICANOPIY, FLORIDA

THIS REAL ESTATE PURCHASE AND SALE CONTRACT ("Contract") is made and entered into as of the Effective Date by and between ALACHUA COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is 12 SE 1st Street, 2nd Floor, Gainesville, FL, 32601 ("County") and Town of Micanopy, a municipal corporation of the State of Florida, by and through the Micanopy Town Commission, (the "Buyer") whose address is 706 Northeast Chokolka Boulevard, Micanopy, Florida 32667. Hereinafter, the County and the Buyer shall be referred to collectively as the "Parties" and individually, as appropriate, as a "Party."

WITNESSETH:

WHEREAS, the County owns fee simple interest to the property described below in Paragraph 2 (the "Property"); and

WHEREAS, pursuant to Section 125.38, Florida Statutes, if a political subdivision or a municipality of the State of Florida desires any real or personal property that may be owned by any county of the State of Florida or by its board of county commissioners, for public or community interest and welfare, then such may apply for conveyance or lease of such property; and

WHEREAS, the Town of Micanopy, Florida, a municipality, has made request to Alachua County to acquire the Property as an annex to the adjacent Micanopy's Native American Heritage Preserve, which will benefit the community and conserve certain values and significance associated with the Property; and

WHEREAS, the Board of County Commissioners of Alachua County, Florida (the "Board") has reviewed the Town's request and is satisfied that such Property is required for such use and is not needed for County purposes; and

WHEREAS, the Board has authorized the sale and otherwise conveyance of the certain Property to the Town of Micanopy, in accordance with Resolution no. 2024-__; and

WHEREAS, the County desires to sell the Property to the Buyer in its **AS-IS, WHERE IS, and WITH ALL FAULTS** condition, and the Buyer wishes to purchase the Property in its **AS-IS, WHERE IS, and WITH ALL FAULTS** condition from the County; and

WHEREAS, under Ordinance 15-06 adopted by the Board on May 10, 2016 ("Ordinance"), it is authorized that a portion of the proceeds of the Local Government Infrastructure Surtax, known as the Wild Spaces & Public Places Sales Tax (WSPP), received be provided as matching grants to municipalities located in Alachua County under certain requirements, as referenced within such Ordinance; and

WHEREAS, the proposed use of the Property by the Town meets those requirements and will have a countywide significance; and

WHEREAS, the Town will, as described more particularly herein, provide compensation to the County for this purchase and it is agreed by the Parties, as evidence of entry of this

Agreement and as requested by the Town, that matching funds as referenced in will be applied to this purchase; and

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

1. **RECITALS.** The recitals set forth above are true and correct and are hereby incorporated by reference and made part of this Contract as if fully set forth herein.

2. **SALE OF PROPERTY.** The County agrees to sell, and the Buyer agrees to purchase, that certain parcel of real property located in Alachua County, Florida, consisting of approximately 5.59 acres, more or less, and being more particularly described in **Exhibit A**, attached hereto and expressly made a part of this Contract; the buildings and improvements located thereon; all fixtures attached to or appurtenant to or used in connection with the premises; and all easements, rights-of-way, privileges, benefits, contract rights, development rights, appurtenances, hereditaments, riparian and littoral rights, permits, and licenses or approvals associated with said real property (collectively, the "Property").

3. **PURCHASE PRICE.** The County agrees to sell, and the Buyer agrees to purchase the Property for the sum of One Hundred and Seventy Thousand Dollars (\$170,000) (the "Purchase Price"), subject to adjustments, credits, and prorations as set forth herein, payable as follows:

- a. \$85,000 shall be paid by the Buyer at closing in cash or certified funds; and
- b. \$85,000 paid on behalf of Buyer to the County as the Town of Micanopy statutory formula share of the WSSP revenue authorized under the Ordinance's municipal grant funding.
- c. **Binder.** The Buyer's initial deposit in the amount of \$0.00 shall be held by the County as Buyer's Earnest Money Binder (the "Binder"). The Earnest Money Binder shall be held in a non-interest bearing escrow account until Closing. The Binder shall be applicable to and credited against the Purchase Price at closing.

THIS SALE IS A CASH TRANSACTIONS WITH NO CONTINGENCIES ON FINANCING.

4. **EFFECTIVE DATE.** The Effective Date of this Contract is the date when the last of the Parties executes this Contract.

5. **FIXTURES.**

a. **Removal of Certain Fixtures.** Except as otherwise provided in this Contract, the County shall not remove any fixtures from the Property. Where such removal is provided for

below, the County shall remove the fixtures prior to the Closing Date.

b. The County may remove the following fixtures from the Property: None.

6. **IMPROVEMENTS.** As indicated below, the following improvements either will be included in the sale of the Property or will be removed from the Property prior to closing:

a. To be included: The improvements, the buildings and all fixtures.

b. To be removed: All personal property of the County.

7. **TITLE COMMITMENT AND TITLE INSURANCE.** The County has provided the Buyer with a prior survey of the Property, a copy of the survey is attached hereto as **Exhibit B**, and a prior title insurance policy for the Property, copy of the prior title policy is attached hereto as **Exhibit C**. Buyer has had the opportunity to review the survey and policy, and agrees that all of the title exceptions within the title policy and all matters shown on the survey are acceptable and are hereby deemed to be "Permitted Exceptions," except those identified in **Exhibit D**, which shall be cured by the County prior to Closing. The County shall have no obligation to provide, or pay for, title insurance. The Buyer may obtain its own title commitment and/or title insurance at the Buyer's sole expense prior to the Closing Date. In the event that Buyer's title commitment discloses any new title exceptions that were not previously disclosed in the prior title policy provided by the County, and said new title exceptions renders title unmarketable, then such new title exceptions shall constitute a "Title Defect." The Buyer must give the County written notice of such Title Defects within thirty (30) days following the Effective Date of this Contract, or Buyer will be deemed to have waived such Title Defects. Upon receipt of the Buyer's Notice of Title Defects, the County shall have one hundred twenty (120) days to cure the Title Defects that render title unmarketable (the "Cure Period"). The County shall use reasonable diligence in curing said defects. The County's reasonable diligence in curing title defects will not include the bringing of any actions at law or in equity. If the County does not cure the Title Defects that render title unmarketable within the Cure Period, then, as its sole and exclusive remedy, the Buyer may elect to: (i) terminate this Contract by delivering notice of such intent to the County within five (5) days after the expiration of the Cure Period, in which event the Earnest Money Binder shall be promptly returned to the Buyer and neither Party shall have any further rights or obligations hereunder, or (ii) proceed to Closing with no adjustment in the Purchase Price or other amounts payable by Buyer to the County for the Property, and the uncured Title Defects shall be deemed Permitted Exceptions. If Buyer does not terminate this Contract as set forth in the preceding sentence, Buyer shall be deemed to have elected to accept title to the Property pursuant to subparagraph (ii), above.

8. **SURVEY.** The Buyer may perform its own survey of the Property at the Buyer's sole expense prior to the Closing Date. If the survey shows any encroachments on the Property that

were not previously disclosed by the survey furnished by the County, and said encroachment renders title unmarketable, then such encroachment so shown shall constitute a "Title Defect." The Buyer must give the County written notice of such Title Defects within thirty (30) days following the Effective Date of this Contract, or Buyer will be deemed to have waived such Title Defects. Upon receipt of the Buyer's notice of defects, the County shall have one hundred twenty (120) days to cure the Title Defects that render title unmarketable (the "Cure Period"). The County shall use reasonable diligence in curing said defects. The County's reasonable diligence in curing title defects will not include the bringing of any actions at law or in equity. If the County does not cure the Title Defects that render title unmarketable within the Cure Period, then, as its sole and exclusive remedy, the Buyer may elect to: (i) terminate this Contract by delivering notice of such intent to the County within five (5) days after the expiration of the Cure Period, in which event the Earnest Money Binder shall be promptly returned to the Buyer and neither Party shall have any further rights or obligations hereunder, or (ii) proceed to Closing with no adjustment in the Purchase Price or other amounts payable by Buyer to the County for the Property, and the uncured Title Defects shall be deemed Permitted Exceptions. If Buyer does not terminate this Contract as set forth in the preceding sentence, Buyer shall be deemed to have elected to accept title to the Property pursuant to subparagraph (ii), above.

9. **TITLE DEFECTS.** The matters listed in **Exhibit D** constitute Title Defects that shall be cured by the County prior to Closing. Except as otherwise identified in **Exhibit D**, the Buyer agrees to accept title to the Property subject to the exceptions set forth in **Exhibits B and C** ("Permitted Exceptions"), and none of the said Permitted Exceptions shall be considered a Title Defect.

10. **CLOSING DATE.** This Contract shall be closed on the _____, 2024 at the law office of SALTER FEIBER, P.A., ("Closing Agent"). The Alachua County Manager or Public Works Director may agree in writing with the Buyer to change the Closing Date.

11. **CONSERVATION EASEMENT.** At closing, Buyer shall execute and deliver to County a perpetual, enforceable Conservation Easement in substantially the same form as attached hereto as **Exhibit E**, free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances. By executing this Contract, the Buyer accepts the Property subject to the terms of the Conservation Easement and will execute the same. The Parties acknowledge that the Conservation Easement will be recorded in the Official Records of Alachua County, at or near the time of recording of the County Deed.

12. **TIME IS OF THE ESSENCE.** Time shall be of the essence with respect to this Contract. All terms, covenants, agreements and provisions of this Contract to be complied with and performed by each party on or before the Closing Date shall have been duly complied with or performed.

13. **WARRANTY DISCLAIMER; FORM OF DEED.**

a. This Contract is without warranties. The County makes no representation or warranty as to the truth, accuracy or completeness of any materials, data or information furnished by the County in connection with the sale of the Property or this Contract. Any materials, data and information furnished by the County in connection with the sale of the Property or this Contract are provided to Buyer as a convenience only and any reliance on or use of such materials, data or information by Buyer is at the sole risk of Buyer. **BUYER IS ACQUIRING THE PROPERTY "AS IS," "WHERE IS" AND "WITH ALL FAULTS," AND THE COUNTY HAS NOT MADE AND DOES NOT AND WILL NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WITH RESPECT TO THE QUALITY, PHYSICAL CONDITION, EXPENSES, LEGAL STATUS, ZONING, VALUE, UTILITY OR POTENTIAL OF THE PROPERTY, OR ANY OTHER MATTER OR THING AFFECTING OR RELATING TO THE PROPERTY OR THIS CONTRACT (INCLUDING WARRANTIES OF MERCHANTABILITY, HABITABILITY, SUITABILITY AND OR FITNESS FOR A PARTICULAR PURPOSE) WHICH MIGHT BE PERTINENT IN CONSIDERING WHETHER TO PURCHASE THE PROPERTY OR TO MAKE AND ENTER INTO THIS CONTRACT, AND THE COUNTY HAS NOT MADE, AND BUYER HAS NOT RELIED UPON, ANY SUCH REPRESENTATIONS. THE COUNTY IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, GUARANTIES, OR ANY PROMISES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR THE VALUE THEREOF MADE OR FURNISHED BY ANY BROKER OR ANY REAL ESTATE AGENT, BROKER, EMPLOYEE, SERVANT OR OTHER PERSON REPRESENTING OR PURPORTING TO REPRESENT THE COUNTY.**

b. The deed given by the County shall be in the specific form as provided in **Exhibit F**. There will no material changes to the form of the deed.

14. **BUYER'S INSPECTIONS; OTHER TERMS.**

a. Buyer acknowledges, represents and agrees that it was given sufficient time to examine, inspect, evaluate and test the Property to its satisfaction prior to entering into this Contract.

b. The Buyer accepts any wells, septic tanks, and drain fields as may located on the Property in their current condition.

c. Except as may otherwise be agreed, the County shall not be required to remove any abandoned personal property, refuse, garbage, junk, rubbish, trash, or debris existing on the Property at the time of Closing.

15. **REPRESENTATIONS AND WARRANTIES OF THE BUYER.** The Buyer hereby represents and warrants to the County as follows:

a. No consent to the transaction contemplated by this Contract by any person or entity other than the Buyer is required, or if required, such consent has been obtained by the Buyer.

b. No representation, warranty or covenant made by the Buyer in this Contract, nor any document, certificate, or exhibit given or delivered to the County pursuant to this Contract, 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 Buyer shall pay for the preparation of all closing documents (except those necessary to cure Title Defects that are the County's responsibility); the cost of recording the deed; the documentary stamps on the deed; and any survey, title commitment or title insurance requested by the Buyer. The County shall not pay for the cost of the owner's title insurance policy, including all related search and abstract fees, the satisfaction or release of any 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, and are NO 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 Property shall be prorated as of the Closing Date, if any. Real property taxes for all prior years shall be paid by the County at or prior to Closing. Real estate taxes for all succeeding years shall be borne by the Buyer. 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 after Closing be finally re-prorated by and between the County and the Buyer upon receipt by the County or the Buyer of the statement or statements thereof from the proper taxing authorities.

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 the County, at or prior to Closing.

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

a. The County shall convey to the Buyer its interest in and to the Property in the form of the deed attached hereto 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 Buyer has approved or accepted as Permitted Exceptions under the terms hereof.

b. The County shall furnish to the Buyer the County's affidavit, in form acceptable to the title insurance company and the Closing Agent, 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.

c. The County shall deliver, or cause to be delivered such easements and agreements, including a conservation easement, a copy of which is attached hereto as **Exhibit E**, as the Buyer and County mutually agree are necessary to satisfy the conditions to closing set forth herein.

d. The County shall deliver satisfaction(s) or release(s) of all mortgages and liens on the Property made, created, or assumed by the County or to which the Property is subject, if any.

e. Each Party shall deliver any evidence of its authority to consummate the sale and purchase and to execute, deliver, and perform this Contract and the documents referred to in this paragraph, in form and substance reasonably acceptable to the other party hereto, the title insurance company and the Closing Agent.

f. 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 non-foreign affidavit as defined by Internal Revenue Code Section 1445), and any forms required by local or state authorities to record the deed.

g. The Buyer may request copies of documents related to the Property upon payment of fees in accord with the Alachua County Fee Schedule.

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 Contract 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 Contract, 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:

County:

Alachua County Board of County Commissioners
12 SE First Street, 2nd Floor
Gainesville, Florida 32601
Attention: County Manager

And

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

And

J.K. "Jesse" Irby, Esq.
Clerk of the Court
201 East University Avenue
Gainesville, FL 32601
Attention: Finance and Accounting Department

Buyer:

Micanopy Town Commission
Attn: Town Administrator
706 NE Chokolka Blvd.
P.O. Box 137
Micanopy, FL 32667-0137

24. **DEFAULT.** If the Buyer fails to consummate the purchase of the Property in accordance

with the terms of this Contract for any reason other than the County's default, or the Buyer's termination of this Contract as allowed herein, the County's sole remedy against the Buyer shall be to retain any deposit (including any interest earned thereon) paid by the Buyer as liquidated and agreed upon damages. It is agreed by the Parties that: (i) such amount is a fair and reasonable measure of the damages to be suffered by the County in the event of such breach, (ii) that it would be difficult to ascertain the specific amount of actual damages that may result from Buyer's breach, (iii) liquidated damages are appropriate; (iv) the amount of liquidated damages specified herein are reasonably calculated to reimburse the County for its damages related to these particular breaches; and (v) the liquidated damages are not a penalty.

In the event the County breaches its covenant to convey the Property to the Buyer or otherwise fails to perform its obligations under this Contract, for any reason except for the Buyer's default, the Buyer's remedy against the County shall be to terminate the Contract and retain any deposit (including any interest earned thereon) paid by the Buyer or sue for specific performance of the Contract. Buyer hereby waives any action for damages resulting from the County's breach.

25. **RISK OF LOSS.** The Parties agree that any improvements on the Property have nominal value, and any damage to those improvements from fire, the elements or other casualty, shall not be grounds to affect the rights of the Parties or provide a basis to terminate this Contract.

26. **ASSIGNMENT.** This Contract may not be assigned by either Party without the written consent of the other Party.

27. **PERSONS BOUND.** This Contract shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

28. **ESCROW.** Any Escrow Agent receiving funds, or the 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 Buyer, and may be treated as a default by the Buyer at the option of the County. In the event of doubt as to the Escrow Agent's duties or liabilities under the provisions of this Contract, 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 the 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 the Buyer and the County 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 the 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 the Buyer or the County 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.

29. **ENTIRE CONTRACT; AMENDMENT.** This Contract 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 Contract, which alone fully and completely expresses the agreements and understandings of the Parties hereto. This Contract may be amended, superseded, extended or modified only by an instrument in writing referring hereto signed by all parties. The County Manager may extend any of the dates herein if so requested by the Buyer.

30. **APPLICABLE LAW; VENUE.** This Contract shall be interpreted, construed, and enforced in accordance with the laws of the State of Florida. Sole and exclusive venue for any action arising under this Contract shall be in a court of competent jurisdiction for and in Alachua County, Florida. In the event to litigation arising from or related to this Contract, each Party shall bear its own attorneys' fees and costs.

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

31. **CONSTRUCTION.** The provisions of this Contract have been carefully and fully negotiated between the parties, each of which has relatively equal bargaining power. The terms of this Contract 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 Contract.

32. **NO RECORDING OF CONTRACT.** The Parties agree that neither the Buyer nor the County shall be required to record this Contract in any public records relating to the Property.

33. **COUNTERPARTS.** This Contract 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.

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

35. **WAIVER.** No provision of this Contract 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 Contract, 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 Contract shall not exclude other remedies unless they are expressly excluded.

36. **SURVIVAL OF REPRESENTATION AND WARRANTIES.** The respective representations, warranties, covenants, and agreements of the County and the Buyer, contained in this Contract, shall survive the closing of this transaction and remain in effect. Upon Closing, Buyer shall be deemed to have waived any and all defaults, claims or other liabilities or, or against, the County related to this Contract accruing at the time of or prior to Closing.

36. **ELECTRONIC SIGNATURES.** An electronic version of this Contract shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Contract, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Contract or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

37. **LIST OF EXHIBITS TO CONTRACT.** The following exhibits are attached to this Contract and are incorporated herein:

EXHIBIT A – Legal Description

EXHIBIT B – Property Survey

EXHIBIT C – Prior Title Commitment

EXHIBIT D – Title Defects to be cured by County prior Closing

EXHIBIT E – Conservation Easement

EXHIBIT F – County Deed

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

SELLER:
ALACHUA COUNTY, FLORIDA

DATE APPROVED

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

ATTEST:

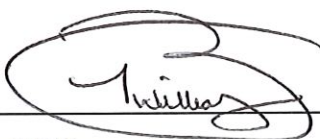
APPROVED AS TO FORM

J. K. "Jess" Irby, Esq.,
Clerk of Circuit Court

Alachua County Attorney's Office

BUYER:
TOWN OF MICANOPY, FLORIDA

DATE APPROVED

By:  _____
Jiana Williams, Mayor

ATTEST:

Approved as to form and legality:

Sara Owen, Town Administrator/Clerk


 _____
Town Attorney

EXHIBIT A

(Legal Description of the Property)

A TRACT OF LAND, SITUATED IN SECTION 25, TOWNSHIP 11 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1 (as per OR 4547, Page 128):

COMMENCE AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 11 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION, 1518.00 FEET; THENCE S.01 DEG. 14'18"E., A DISTANCE OF 3119.32 FEET TO A POINT ON THE CENTERLINE OF HUNTER AVENUE; THENCE S.01 DEG. 14'28"E., A DISTANCE OF 969.51 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE S.01 DEG. 14'28"E., A DISTANCE OF 73.82 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 25-A/S.E. 165TH AVENUE (OLD STATE ROAD NO. 25); THENCE S.82 DEG. 39'48"E., ALONG SAID NORTH RIGHT-OF-WAY LINE, 613.90 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT 1533.05 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH; THENCE EAST ALONG THE ARC OF SAID CURVE, AND ALONG SAID RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 10 DEG. 31'44", A DISTANCE OF 281.72 FEET, AND A CHORD BEARING AND DISTANCE OF S.76 DEG. 55'08"E., 281.33 FEET TO A POINT ON A 50.00 FOOT RADIUS CURVE, CONCAVE TO THE WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 180 DEG. 00'00", A DISTANCE OF 157.18 FEET, AND A CHORD BEARING AND DISTANCE OF N.29 DEG. 28'49"E., 100.06 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 441 (STATE ROAD NO. 25), SAID POINT ALSO BEING ON A 17,188.74 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01 DEG. 33'33", A DISTANCE OF 467.75 FEET, AND A CHORD BEARING AND DISTANCE OF N.40 DEG. 44'42"W., 467.74 FEET TO A POINT; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE. N.40 DEG. 03'42"W., A DISTANCE OF 81.56 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, S.49 DEG. 56'57"W., A DISTANCE OF 290.43 FEET; THENCE N.40 DEG. 03'54"W., A DISTANCE OF 150.08 FEET; THENCE S.49 DEG. 57'36"W., A DISTANCE OF 335.75 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT EXISTING ROAD RIGHT OF WAY.

LESS AND EXCEPT ANY LANDS CONTAINED IN THAT CERTAIN DEED RECORDED IN OFFICIAL RECORDS BOOK 2800, PAGE 410 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

PARCEL 2 (as per OR 4547, P 128):

COMMENCE AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 11 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION, 1,518.00 FEET; THENCE S.01 DEG. 14'18"E, A DISTANCE OF 3,119.32 FEET TO A POINT ON THE CENTERLINE OF HUNTER AVENUE, THENCE CONTINUE S.01 DEG. 14'28"E. A DISTANCE OF 969.51 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE S. 01 DEG. 14'28"E., A DISTANCE OF 73.82 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 25-A/S.E. 165TH AVENUE (OLD STATE ROAD NO. 25), BEING A 66 FOOT RIGHT-OF-WAY; THENCE S.82 DEG. 39'48"E., ALONG SAID NORTH RIGHT-OF-WAY LINE, 613.90 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT 1,533.05 FOOT RADIUS CURVE,

CONCAVE TO THE SOUTH, THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID RIGHT-OF-WAY, THROUGH A CENTRAL ANGLE OF 10 DEG. 31'44", A DISTANCE OF 281.72 FEET, AND A CHORD BEARING AND DISTANCE OF S.76 DEG. 55'08"E., 281.33 FEET TO A POINT ON A 50.00 FOOT RADIUS CURVE, CONCAVE TO THE WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 180 DEG. 00'00", A DISTANCE OF 157.18 FEET, AND A CHORD BEARING AND DISTANCE OF N.29 DEG. 28'49"E., 100.06 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO 441 (STATE ROAD NO 25), BEING A 184 FOOT RIGHT-OF-WAY; SAID POINT ALSO BEING ON A 17,188.74 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01 DEG. 33'33", A DISTANCE OF 467.75 FEET, AND A CHORD BEARING AND DISTANCE OF N 40 DEG. 44'42"W., 467.74 FEET TO A POINT; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, N. 40 DEG. 03'42"W., A DISTANCE OF 81.56 FEET, THENCE DEPARTING SAID RIGHT-OF-WAY LINE, S.49 DEG. 56'57"W., A DISTANCE OF 290.43 FEET; THENCE N 40 DEG. 03'34" W. A DISTANCE OF 150.08 FEET; THENCE N.12 DEG. 52'38"W., A DISTANCE OF 249.05 FEET; THENCE N.03 DEG. 57'15"W., A DISTANCE OF 107.85 FEET; THENCE S.86 DEG. 20'09"W., A DISTANCE OF 48.87 FEET; THENCE S. 03 DEG. 39'51" W., A DISTANCE OF 17.70 FEET; THENCE S. 86 DEG. 20'09" W., A DISTANCE OF 64.15 FEET; THENCE S. 03 DEG. 39'51"E., A DISTANCE OF 90.15 FEET; THENCE N. 86 DEG. 20'09"E., A DISTANCE OF 83.18 FEET; THENCE S 12 DEG. 52'38"E., A DISTANCE OF 261.17 FEET, THENCE S. 40 DEG. 03'54"E., A DISTANCE OF 137.24 FEET; THENCE S.72 DEG. 59' 27"W., A DISTANCE OF 332.29 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT EXISTING ROAD RIGHT OF WAY.

LESS AND EXCEPT THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4270, PAGE 2500 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 11 SOUTH,

RANGE 20 EAST, ALACHUA COUNTY, FLORIDA; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION, 1,518.00 FEET; THENCE S.01 DEG. 14'18"E., A DISTANCE OF 3,119.32 FEET TO A POINT ON THE CENTERLINE OF HUNTER AVENUE; THENCE S.01 DEG. 14'28"E., A DISTANCE OF 969.51 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE S.01 DEG. 14'28"E., A DISTANCE OF 73.82 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 25-A/S.E. 165TH AVENUE (OLD STATE ROAD NO. 25); THENCE S.82 DEG. 39'48"E., ALONG SAID NORTH RIGHT-OF-WAY LINE, 613.90 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT 1,533.05 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH; THENCE EAST ALONG THE ARC OF SAID CURVE, AND ALONG SAID RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 10 DEG. 31'44", A DISTANCE OF 281.72 FEET, AND A CHORD BEARING AND DISTANCE OF 5.76 DEG. 55'08"E., 281.33 FEET TO A POINT ON A 50.00 FOOT RADIUS CURVE, CONCAVE TO THE WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 180 DEG. 00'00", A DISTANCE OF 157.18 FEET, AND A CHORD BEARING AND DISTANCE OF N.29 DEG. 28'49"E., 100.06 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 441 (STATE ROAD NO. 25), SAID POINT ALSO BEING ON A 17,188.74 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01 DEG. 33'33", A DISTANCE OF 467.75 FEET, AND A CHORD BEARING AND DISTANCE OF N.40 DEG. 44'42"W., 467.74 FEET TO A POINT; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, N.40 DEG. 03'42"W., A DISTANCE OF 81.56 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, 5.49 DEG. 56'57"W., A DISTANCE OF 290.43 FEET; THENCE N.40 DEG. 03'54"W., A DISTANCE OF 150.08 FEET; THENCE 5.49 DEG. 57'36"W., A DISTANCE OF 335.75 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A 20 FOOT INGRESS/EGRESS EASEMENT LYING 10 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 11 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA; THENCE EAST, ALONG THE NORTH LINE OF SAID SECTION, 1518.00 FEET; THENCE 5.01 DEG. 14'18"E., A DISTANCE OF 3,119.32 FEET TO A POINT ON THE CENTERLINE OF HUNTER AVENUE; THENCE CONTINUE 5.01 DEG. 14'28"E., A DISTANCE OF 33.29 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID HUNTER AVENUE, (BEING A 66 FOOT RIGHT-OF-WAY), THENCE ALONG SAID SOUTH RIGHT OF WAY 5.83 DEG. 36'38"E., A DISTANCE OF 58.68 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY OF U.S. HIGHWAY NO 441 (STATE ROAD NO 25), BEING A 184 FOOT RIGHT-OF-WAY; THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 5.39 DEG. 58'18"E., A DISTANCE OF 276.90 FEET TO THE POINT OF BEGINNING. THENCE LEAVING SAID RIGHT OF WAY, S.18 DEG. 34'02"W., A DISTANCE OF 117.23 FEET, THENCE 5.61 DEG. 24'42"W., A DISTANCE OF 52.23 FEET; THENCE S.33 DEG. 28'58"W., A DISTANCE OF 45.56 FEET TO THE POINT OF TERMINUS.

SAID PARCEL 1 AND PARCEL 2 BEING ONE AND THE SAME AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4547, PAGE 128 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SITUATED IN SECTION 25, TOWNSHIP 11 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, BEGIN AT THE MOST NORTHWESTERLY CORNER OF PARCEL 1 AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 4547, PAGE 128; THENCE SOUTH $1^{\circ}24'14''$ EAST, ALONG THE WEST BOUNDARY LINE OF SAID PARCEL 1, A DISTANCE OF 73.97 FEET TO THE NORTH RIGHT OF WAY LINE OF SOUTHEAST 165TH AVENUE (66 FOOT RIGHT OF WAY); THENCE SOUTH $82^{\circ}39'48''$ EAST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 613.64 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1533.05 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $76^{\circ}54'48''$ EAST, 281.45 FEET; THENCE SOUTHEASTERLY ALONG SAID NORTH RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $10^{\circ}32'01''$, AND AN ARC LENGTH OF 281.84 FEET TO A REVERSE CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 50.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $29^{\circ}33'40''$ EAST, 100.00 FEET; THENCE NORTHEASTERLY ALONG SAID NORTH RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $180^{\circ}00'00''$, AND AN ARC LENGTH OF 157.08 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF US HIGHWAY NO. 441 (184 FOOT RIGHT OF WAY) AND TO A REVERSE CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 17188.74 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $40^{\circ}44'26''$ WEST, 467.74 FEET; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $01^{\circ}33'33''$, AND AN ARC LENGTH OF 467.75 FEET TO THE END OF SAID CURVE; THENCE NORTH $40^{\circ}01'58''$ WEST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 81.46 FEET TO THE NORTHERN MOST CORNER OF SAID PARCEL 1; THENCE SOUTH $49^{\circ}57'20''$ WEST, ALONG THE NORTHERLY LINE OF SAID PARCEL 1, A DISTANCE OF 290.35 FEET; THENCE NORTH $40^{\circ}03'58''$ WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 150.09 FEET TO THE BOUNDARY OF PARCEL 2 OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4547, PAGE 128; THENCE THE FOLLOWING EIGHT (8) COURSES ALONG THE BOUNDARY OF SAID PARCEL 2; (1) THENCE NORTH $12^{\circ}51'16''$ WEST, A DISTANCE OF 248.96 FEET; (2) THENCE NORTH $03^{\circ}58'40''$ WEST, A DISTANCE OF 107.90 FEET; (3) THENCE SOUTH $86^{\circ}20'35''$ WEST, A DISTANCE OF 48.75 FEET; (4) THENCE SOUTH $03^{\circ}39'06''$ EAST, A DISTANCE OF 17.70 FEET; (5) THENCE SOUTH $86^{\circ}20'28''$ WEST, A DISTANCE OF 64.17 FEET; (6) THENCE SOUTH $03^{\circ}39'11''$ EAST, A DISTANCE OF 90.16 FEET; (7) THENCE NORTH $86^{\circ}21'26''$ EAST, A DISTANCE OF 83.18 FEET; (8) THENCE SOUTH $12^{\circ}52'22''$ EAST, A DISTANCE OF 261.11 FEET; THENCE SOUTH $40^{\circ}00'09''$ EAST, A DISTANCE OF

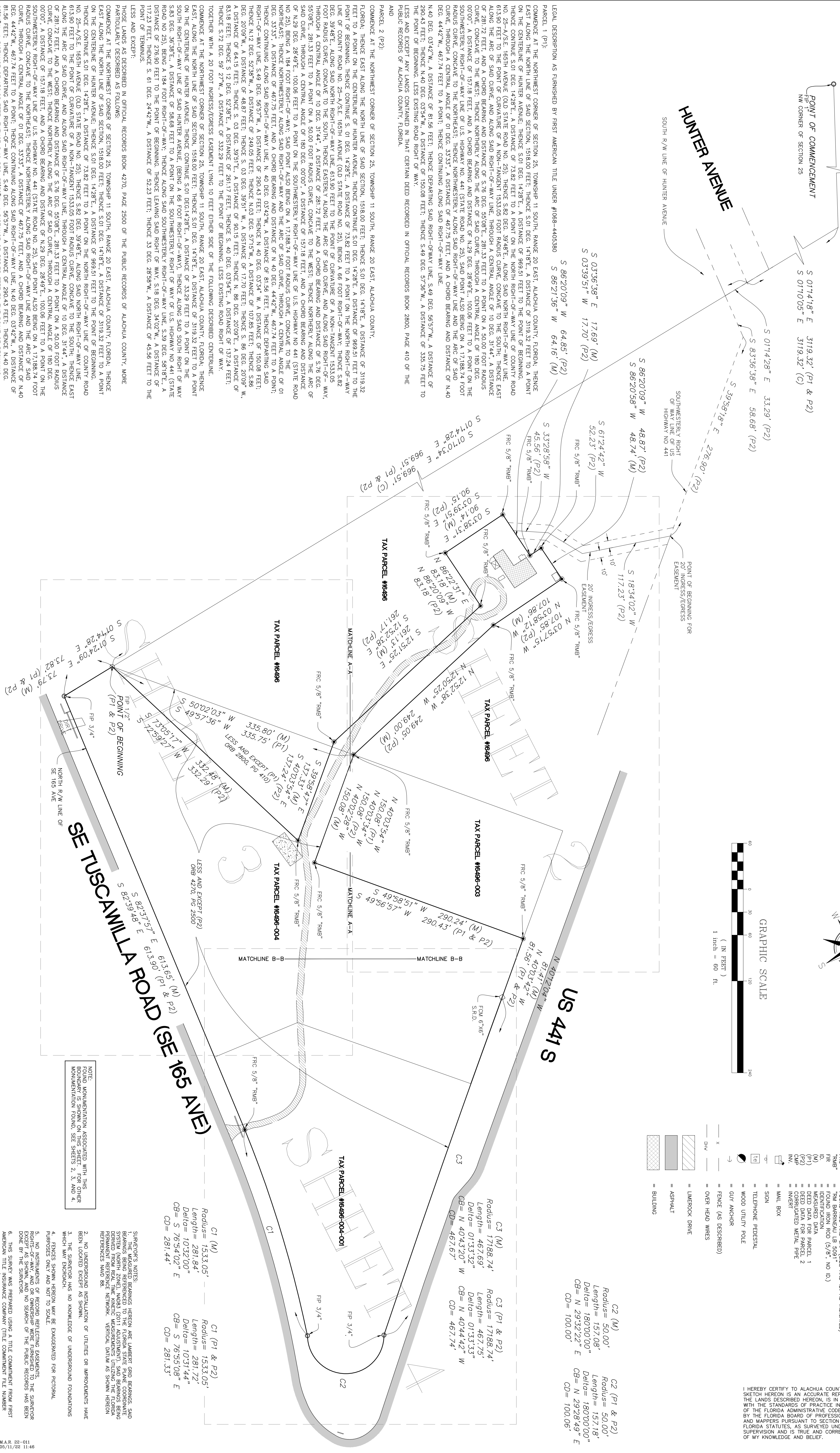
137.34 FEET TO THE AFOREMENTIONED NORTHERLY LINE OF PARCEL 1; THENCE SOUTH 73°04'30" WEST, ALONG SAID NORTHERLY LINE OF PARCEL 1, A DISTANCE OF 332.54 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A 20 FOOT INGRESS/EGRESS EASEMENT LYING 10 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 11 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA; THENCE EAST, ALONG THE NORTH LINE OF SAID SECTION, 1518.00 FEET; THENCE 5.01 DEG. 14'18"E., A DISTANCE OF 3,119.32 FEET TO A POINT ON THE CENTERLINE OF HUNTER AVENUE; THENCE CONTINUE 5.01 DEG. 14'28"E., A DISTANCE OF 33.29 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID HUNTER AVENUE, (BEING A 66 FOOT RIGHT-OF-WAY), THENCE ALONG SAID SOUTH RIGHT OF WAY 5.83 DEG. 36'38"E., A DISTANCE OF 58.68 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY OF U.S. HIGHWAY NO 441 (STATE ROAD NO 25), BEING A 184 FOOT RIGHT-OF-WAY; THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 5.39 DEG. 58'18"E., A DISTANCE OF 276.90 FEET TO THE POINT OF BEGINNING. THENCE LEAVING SAID RIGHT OF WAY, 5.18 DEG. 34'02"W., A DISTANCE OF 117.23 FEET, THENCE 5.61 DEG. 24'42"W., A DISTANCE OF 52.23 FEET; THENCE 5.33 DEG. 28'58"W., A DISTANCE OF 45.56 FEET TO THE POINT OF TERMINUS.

EXHIBIT "B"

BOUNDARY SURVEY OF TAX PARCEL S #16496-004 AND #16496-004-001 LYING IN SECTION 25, TOWNSHIP 11 SOUTH, 20 EAST ALACHUA COUNTY, FLORIDA



NOTE:
BOUNDARY IS SHOWN ON THIS SHEET FOR OTHER
BOUNDARIES FOUND, SEE SHEETS 2, 3, AND 4.

SURVEYOR'S NOTES:
1. THE MEASURED BEARINGS HEREON ARE LAMBERT GRID BEARINGS, SAID BEARINGS HAVE BEEN CONVERSION TO TRUE BEARINGS BY USING THE FLORIDA STATE DEPARTMENT OF TRANSPORTATION AND HIGHWAYS DEPARTMENT'S SYSTEM (NORTH ZONE), MARS 1 (2011 ADJUSTMENT), SAID BEARINGS BEING DERIVED FROM REAL TIME KINETIC MEASUREMENTS UTILIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION AND HIGHWAYS DEPARTMENT'S REFERENCE NETWORK, VECTOR DATA AS SHOWN HEREON.
2. NO UNDERGROUND INSTALLATION OF UTILITIES OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.
3. THE SURVEYOR HAS NO KNOWLEDGE OF UNDERGROUND FOUNDATIONS OR EGRESS/EGRESS EASEMENT EXCEPT AS SHOWN.
4. FENCES SHOWN HEREON MAY BE EXCEEDED FOR PICTORIAL REPRESENTATION ONLY AND NOT TO SCALE.
5. NO INSTRUMENTS OR RECORD MEASURING EQUIPMENT, THE SURVEYOR HAS USED TO MAKE THIS SURVEY HAS BEEN CHECKED BY THE SURVEYOR EXCEPT AS SHOWN, AND NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE TO VERIFY THE ACCURACY OF THIS SURVEY.
6. THIS SURVEY WAS PREPARED USING A TITLE COMMENTARY FROM FIRST TOWN AND COUNTY RECORDS, COUNTY OF ALACHUA COUNTY, FLORIDA, FILE NUMBER 1008-4405390.

C1 (M)
Radius = 1533.05'
Length = 281.84'
Delta = 10317.00"
CB = S 76°54'02" E
CD = 281.44'

C1 (P1 & P2)
Radius = 1533.05'
Length = 281.72'
Delta = 10317.44"
CB = S 76°55'08" E
CD = 281.33'

C2 (M)
Radius = 50.00'
Length = 157.08"
Delta = 180°00'00"
CB = N 29°32'22" E
CD = 100.00'

C2 (P1 & P2)
Radius = 50.00'
Length = 157.18"
Delta = 180°00'00"
CB = N 29°28'49" E
CD = 100.06'

C3 (M)
Radius = 17188.74'
Length = 467.69'
Delta = 01°33'32"
CB = N 40°43'20" W
CD = 467.67'

C3 (P1 & P2)
Radius = 17188.74'
Length = 467.75"
Delta = 01°33'33"
CB = N 40°44'42" W
CD = 467.74'

 First American Title™	Owner's Policy of Title Insurance (with Florida modifications)
	ISSUED BY First American Title Insurance Company
Owner's Policy	POLICY NUMBER 5011412-1079985e

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

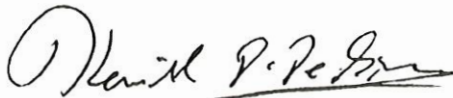
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (the "Company") insures, as of Date of Policy against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

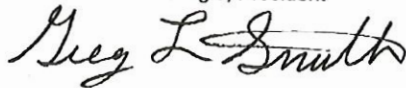
(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company



Kenneth D. DeGiorgio, President



Greg L. Smith, Secretary

For Reference:

File #: 2019-787A

Policy #: 5011412-1079985e

Issued By:

Providence Title Company, LLC

1440 SW 74th Drive, Suite 200

Gainesville, FL 32607

(This Policy is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

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5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive

notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
- (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
- (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of a controversy or claim. Arbitrable matters may

include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made, or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642**



First American

Schedule A

Owner's Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

5011412-1079985e

Name and Address of Title Insurance Company:

FIRST AMERICAN TITLE INSURANCE COMPANY, 1 First American Way, Santa Ana, California 92707

Customer Reference Number: 2019-787A

First American File Number: 2076-6044714

Address Reference: 16328 S US Hwy 441, Micanopy, FL 32667

Amount of Insurance: \$425,000.00

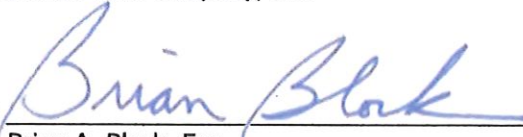
Premium: \$3,675.00

Date of Policy: June 15, 2022 at 3:58 p.m.

1. Name of Insured:
ALACHUA COUNTY
2. The estate or interest in the Land that is insured by this policy is:
Fee Simple
3. Title is vested in:
ALACHUA COUNTY, a political subdivision of the state of Florida
4. The Land referred to in this policy is described as follows:

See Exhibit "A" attached hereto and made a part hereof

Providence Title Company, LLC

By: 
Brian A. Block, Esq.

(This Schedule A valid only when Schedule B is attached)



First American

Exhibit A

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

5011412-1079985e

Agent File Number: 2019-787A
FAST File Number: 2076-6044714

The land referred to herein below is situated in the County of ALACHUA, State of FL, and described as follows:

A TRACT OF LAND, SITUATED IN SECTION 25, TOWNSHIP 11 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1 (as per OR 4547, Page 128):

COMMENCE AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 11 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION, 1518.00 FEET; THENCE S.01 DEG. 14'18"E., A DISTANCE OF 3119.32 FEET TO A POINT ON THE CENTERLINE OF HUNTER AVENUE; THENCE S.01 DEG. 14'28"E., A DISTANCE OF 969.51 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE S.01 DEG. 14'28"E., A DISTANCE OF 73.82 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 25-A/S.E. 165TH AVENUE (OLD STATE ROAD NO. 25); THENCE S.82 DEG. 39'48"E., ALONG SAID NORTH RIGHT-OF-WAY LINE, 613.90 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT 1533.05 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH; THENCE EAST ALONG THE ARC OF SAID CURVE, AND ALONG SAID RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 10 DEG. 31'44", A DISTANCE OF 281.72 FEET, AND A CHORD BEARING AND DISTANCE OF S.76 DEG. 55'08"E., 281.33 FEET TO A POINT ON A 50.00 FOOT RADIUS CURVE, CONCAVE TO THE WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 180 DEG. 00'00", A DISTANCE OF 157.18 FEET, AND A CHORD BEARING AND DISTANCE OF N.29 DEG. 28'49"E., 100.06 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 441 (STATE ROAD NO. 25), SAID POINT ALSO BEING ON A 17,188.74 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01 DEG. 33'33", A DISTANCE OF 467.75 FEET, AND A CHORD BEARING AND DISTANCE OF N.40 DEG. 44'42"W., 467.74 FEET TO A POINT; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE. N.40 DEG. 03'42"W., A DISTANCE OF 81.56 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, S.49 DEG. 56'57"W., A DISTANCE OF 290.43 FEET; THENCE N.40 DEG. 03'54"W., A DISTANCE OF 150.08 FEET; THENCE S.49 DEG. 57'36"W., A DISTANCE OF 335.75 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT EXISTING ROAD RIGHT OF WAY.

LESS AND EXCEPT ANY LANDS CONTAINED IN THAT CERTAIN DEED RECORDED IN OFFICIAL RECORDS BOOK 2800, PAGE 410 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

PARCEL 2 (as per OR 4547, P 128):

COMMENCE AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 11 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION, 1,518.00 FEET; THENCE S.01 DEG. 14'18"E, A DISTANCE OF 3,119.32 FEET TO A POINT ON THE CENTERLINE OF HUNTER AVENUE, THENCE CONTINUE S.01 DEG. 14'28"E. A DISTANCE OF 969.51 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE S. 01 DEG. 14'28"E., A DISTANCE OF 73.82 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 25-A/S.E. 165TH AVENUE (OLD STATE ROAD NO. 25), BEING A 66 FOOT RIGHT-OF-WAY; THENCE S.82 DEG. 39'48"E., ALONG SAID NORTH RIGHT-OF-WAY LINE, 613.90 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT 1,533.05 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID RIGHT-OF-WAY, THROUGH A CENTRAL ANGLE OF 10 DEG. 31'44", A DISTANCE OF 281.72 FEET, AND A CHORD BEARING AND DISTANCE OF S.76 DEG. 55'08"E., 281.33 FEET TO A POINT ON A 50.00 FOOT RADIUS CURVE, CONCAVE TO THE WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 180 DEG. 00'00", A

DISTANCE OF 157.18 FEET, AND A CHORD BEARING AND DISTANCE OF N.29 DEG. 28'49"E., 100.06 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO 441 (STATE ROAD NO 25), BEING A 184 FOOT RIGHT-OF-WAY; SAID POINT ALSO BEING ON A 17,188.74 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01 DEG. 33'33", A DISTANCE OF 467.75 FEET, AND A CHORD BEARING AND DISTANCE OF N 40 DEG. 44'42"W., 467.74 FEET TO A POINT; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, N. 40 DEG. 03'42"W., A DISTANCE OF 81.56 FEET, THENCE DEPARTING SAID RIGHT-OF-WAY LINE, S.49 DEG. 56'57"W., A DISTANCE OF 290.43 FEET; THENCE N 40 DEG. 03'34" W. A DISTANCE OF 150.08 FEET; THENCE N.12 DEG. 52'38"W., A DISTANCE OF 249.05 FEET; THENCE N.03 DEG. 57'15"W., A DISTANCE OF 107.85 FEET; THENCE S.86 DEG. 20'09"W., A DISTANCE OF 48.87 FEET; THENCE S. 03 DEG. 39'51" W., A DISTANCE OF 17.70 FEET; THENCE S. 86 DEG. 20'09" W., A DISTANCE OF 64.15 FEET; THENCE S. 03 DEG. 39'51"E., A DISTANCE OF 90.15 FEET; THENCE N. 86 DEG. 20'09"E., A DISTANCE OF 83.18 FEET; THENCE S 12 DEG. 52'38"E., A DISTANCE OF 261.17 FEET, THENCE S. 40 DEG. 03'54"E., A DISTANCE OF 137.24 FEET; THENCE S.72 DEG. 59' 27"W., A DISTANCE OF 332.29 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT EXISTING ROAD RIGHT OF WAY.

LESS AND EXCEPT THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4270, PAGE 2500 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 11 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION, 1,518.00 FEET; THENCE S.01 DEG. 14'18"E., A DISTANCE OF 3,119.32 FEET TO A POINT ON THE CENTERLINE OF HUNTER AVENUE; THENCE S.01 DEG. 14'28"E., A DISTANCE OF 969.51 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE S.01 DEG. 14'28"E., A DISTANCE OF 73.82 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 25-A/S.E. 165TH AVENUE (OLD STATE ROAD NO. 25); THENCE S.82 DEG. 39'48"E., ALONG SAID NORTH RIGHT-OF-WAY LINE, 613.90 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT 1,533.05 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH; THENCE EAST ALONG THE ARC OF SAID CURVE, AND ALONG SAID RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 10 DEG. 31'44", A DISTANCE OF 281.72 FEET, AND A CHORD BEARING AND DISTANCE OF S.76 DEG. 55'08"E., 281.33 FEET TO A POINT ON A 50.00 FOOT RADIUS CURVE, CONCAVE TO THE WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 180 DEG. 00'00", A DISTANCE OF 157.18 FEET, AND A CHORD BEARING AND DISTANCE OF N.29 DEG. 28'49"E., 100.06 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 441 (STATE ROAD NO. 25), SAID POINT ALSO BEING ON A 17,188.74 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01 DEG. 33'33", A DISTANCE OF 467.75 FEET, AND A CHORD BEARING AND DISTANCE OF N.40 DEG. 44'42"W., 467.74 FEET TO A POINT; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, N.40 DEG. 03'42"W., A DISTANCE OF 81.56 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, S.49 DEG. 56'57"W., A DISTANCE OF 290.43 FEET; THENCE N.40 DEG. 03'54"W., A DISTANCE OF 150.08 FEET; THENCE S.49 DEG. 57'36"W., A DISTANCE OF 335.75 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A 20 FOOT INGRESS/EGRESS EASEMENT LYING 10 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 11 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA; THENCE EAST, ALONG THE NORTH LINE OF SAID SECTION, 1518.00 FEET; THENCE S.01 DEG. 14'18"E., A DISTANCE OF 3,119.32 FEET TO A POINT ON THE CENTERLINE OF HUNTER AVENUE; THENCE CONTINUE S.01 DEG. 14'28"E., A DISTANCE OF 33.29 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID HUNTER AVENUE, (BEING A 66 FOOT RIGHT-OF-WAY), THENCE ALONG SAID SOUTH RIGHT OF WAY S.83 DEG. 36'38"E., A DISTANCE OF 58.68 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY OF U.S. HIGHWAY NO 441 (STATE ROAD NO 25), BEING A 184 FOOT RIGHT-OF-WAY; THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, S.39 DEG. 58'18"E., A DISTANCE OF 276.90 FEET TO THE POINT OF BEGINNING. THENCE LEAVING SAID RIGHT OF WAY, S.18 DEG. 34'02"W., A DISTANCE OF 117.23 FEET, THENCE S.61 DEG. 24'42"W., A DISTANCE OF 52.23 FEET; THENCE S.33 DEG. 28'58"W., A DISTANCE OF 45.56 FEET TO THE POINT OF TERMINUS.

SAID PARCEL 1 AND PARCEL 2 BEING ONE AND THE SAME AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4547, PAGE 128 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SITUATED IN SECTION 25, TOWNSHIP 11 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, BEGIN AT THE MOST NORTHWESTERLY CORNER OF PARCEL 1 AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 4547, PAGE 128; THENCE SOUTH 1°24'14" EAST, ALONG THE WEST BOUNDARY LINE OF SAID PARCEL 1, A DISTANCE OF 73.97 FEET TO THE NORTH RIGHT OF WAY LINE OF SOUTHEAST 165TH AVENUE (66 FOOT RIGHT OF WAY); THENCE SOUTH 82°39'48" EAST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 613.64 FEET TO THE

BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1533.05 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 76°54'48" EAST, 281.45 FEET; THENCE SOUTHEASTERLY ALONG SAID NORTH RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°32'01", AND AN ARC LENGTH OF 281.84 FEET TO A REVERSE CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 50.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 29°33'40" EAST, 100.00 FEET; THENCE NORTHEASTERLY ALONG SAID NORTH RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 180°00'00", AND AN ARC LENGTH OF 157.08 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF US HIGHWAY NO. 441 (184 FOOT RIGHT OF WAY) AND TO A REVERSE CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 17188.74 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 40°44'26" WEST, 467.74 FEET; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°33'33", AND AN ARC LENGTH OF 467.75 FEET TO THE END OF SAID CURVE; THENCE NORTH 40°01'58" WEST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 81.46 FEET TO THE NORTHERN MOST CORNER OF SAID PARCEL 1; THENCE SOUTH 49°57'20" WEST, ALONG THE NORTHERLY LINE OF SAID PARCEL 1, A DISTANCE OF 290.35 FEET; THENCE NORTH 40°03'58" WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 150.09 FEET TO THE BOUNDARY OF PARCEL 2 OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4547, PAGE 128; THENCE THE FOLLOWING EIGHT (8) COURSES ALONG THE BOUNDARY OF SAID PARCEL 2; (1) THENCE NORTH 12°51'16" WEST, A DISTANCE OF 248.96 FEET; (2) THENCE NORTH 03°58'40" WEST, A DISTANCE OF 107.90 FEET; (3) THENCE SOUTH 86°20'35" WEST, A DISTANCE OF 48.75 FEET; (4) THENCE SOUTH 03°39'06" EAST, A DISTANCE OF 17.70 FEET; (5) THENCE SOUTH 86°20'28" WEST, A DISTANCE OF 64.17 FEET; (6) THENCE SOUTH 03°39'11" EAST, A DISTANCE OF 90.16 FEET; (7) THENCE NORTH 86°21'26" EAST, A DISTANCE OF 83.18 FEET; (8) THENCE SOUTH 12°52'22" EAST, A DISTANCE OF 261.11 FEET; THENCE SOUTH 40°00'09" EAST, A DISTANCE OF 137.34 FEET TO THE AFOREMENTIONED NORTHERLY LINE OF PARCEL 1; THENCE SOUTH 73°04'30" WEST, A ALONG SAID NORTHERLY LINE OF PARCEL 1, A DISTANCE OF 332.54 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A 20 FOOT INGRESS/EGRESS EASEMENT LYING 10 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCE AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 11 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA; THENCE EAST, ALONG THE NORTH LINE OF SAID SECTION, 1518.00 FEET; THENCE S.01 DEG. 14'18"E., A DISTANCE OF 3,119.32 FEET TO A POINT ON THE CENTERLINE OF HUNTER AVENUE; THENCE CONTINUE S.01 DEG. 14'28"E., A DISTANCE OF 33.29 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID HUNTER AVENUE, (BEING A 66 FOOT RIGHT-OF-WAY), THENCE ALONG SAID SOUTH RIGHT OF WAY S.83 DEG. 36'38"E., A DISTANCE OF 58.68 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY OF U.S. HIGHWAY NO 441 (STATE ROAD NO 25), BEING A 184 FOOT RIGHT-OF-WAY; THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, S.39 DEG. 58'18"E., A DISTANCE OF 276.90 FEET TO THE POINT OF BEGINNING. THENCE LEAVING SAID RIGHT OF WAY, S.18 DEG. 34'02"W., A DISTANCE OF 117.23 FEET, THENCE S.61 DEG. 24'42"W., A DISTANCE OF 52.23 FEET; THENCE S.33 DEG. 28'58"W., A DISTANCE OF 45.56 FEET TO THE POINT OF TERMINUS.



First American

Schedule B

Owner's Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

5011412-1079985e

Customer Reference Number: 2019-787A
First American File Number: 2076-6044714

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Concurrent rights of others to use the easement described in Schedule "A".

Note: All of the recording information contained herein refers to the Public Records of ALACHUA County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

Agent File Number: 2019-787A
Issuing Office File Number: 2076-6044714

Note: All of the recording information contained herein refers to the Public Records of ALACHUA County, Florida , unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707.

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-929-7186. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.

EXHIBIT D – TITLE DEFECTS TO BE CURED BY COUNTY PRIOR TO CLOSING

None

EXHIBIT "E"

Prepared by/Return to:

Diana M. Johnson, Esq.
Alachua County Attorney's Office
12 SE 1st Street
Gainesville, FL 32601

Parcel No: 16496-004-000 and 16496-004-001

PERPETUAL CONSERVATION EASEMENT

THIS PERPETUAL CONSERVATION EASEMENT ("Conservation Easement") is granted and entered into this ____ day of _____, 2024 by the Town of Micanopy, a municipal corporation of the State of Florida, by and through the Micanopy Town Commission, whose address is 706 Northeast Chokolka Boulevard, Micanopy, Florida 32667, (hereinafter referred to as the "GRANTOR"), in favor of Alachua County, Florida, a charter county and political subdivision of the State of Florida, whose address is 12 Southeast 1st Street, Gainesville, Florida, 32601, (hereinafter referred to as the "COUNTY"), collectively the "parties".

WITNESSETH:

WHEREAS, the COUNTY purchased title to certain real property situated in Alachua County, Florida, which is specifically described in Exhibit "A", attached hereto and incorporated herein (hereinafter referred to as the "Property"); and

WHEREAS, the COUNTY, simultaneously herewith, conveyed ownership of the Property to the GRANTOR, pursuant to the Real Estate Purchase and Sale Contract dated _____, 2024 (hereinafter referred to as the "Contract"); and

WHEREAS, the GRANTOR has the full right and authority to grant this Conservation Easement; and

WHEREAS, the Property is located adjacent to the Micanopy's Native American Heritage Preserve; and

WHEREAS, the COUNTY and the GRANTOR desires to conserve forever the Property's ecological, scenic, natural, recreational, cultural, historical significance and values (collectively, "Conservation Values") for the benefit of current and future citizens and residents in Alachua County; and

WHEREAS, the purpose of the Conservation Easement is to prevent development of and commercial use of the Property so that the Conservation Values on or about the Property can be preserved and protected; and

WHEREAS, it is desired to grant the COUNTY a perpetual Conservation Easement over the Property; and

WHEREAS, the COUNTY constitutes a qualified organization to accept, purchase, and hold conservation easements pursuant to Section 704.06 of the Florida Statutes, Section 170(h) of the Internal Revenue Code, and U.S. Treasury Regulation Section 1.170A-14(c); and

WHEREAS, GRANTOR supports maintaining the Conservation Values of the Property and the benefits that will be provided by the Property being open to the public.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, and restrictions herein, and pursuant to Section 704.06 of the Florida Statutes, the GRANTOR conveys and grants to the COUNTY, its successors and assigns, a perpetual CONSERVATION EASEMENT across, above, and below the surface of the PROPERTY as follows:

1. **RECITALS:** The above recitals are true and correct and are incorporated herein by reference.
2. **DEFINITIONS:** The terms below shall have the following meanings herein unless the context clearly requires otherwise:

Conservation Easement shall mean this written, perpetual conservation easement and the real property interests conveyed herein.

Conservation Values shall mean the intrinsically valuable or ecologically desirable aspects of the Property including, but not limited to the land's hydrologic function, geological features, diversity of flora and fauna, wildlife habitat value, educational and nature-based recreational opportunities, cultural history, and overall ecological integrity.

COUNTY has the same meaning as set forth in the first paragraph of this Conservation Easement.

Development has the same meaning as in Florida Statutes Section 380.04, as may be amended, and includes uses of the property for residential, industrial, commercial, and retail sales.

Effective Date shall mean the date the last party fully executes this Conservation Easement.

Excavation shall include, without limitation, digging, dredging, moving and mining of loam, peat, gravel, soil, rock, earth materials, or other material substance from above or below the surface of the Property, whether or not the materials remain on the Property.

Existing Residence shall mean the single-story permitted residential structure that, as of the Effective Date, is presently existing on the Property as shown on Exhibit "B", attached hereto.

Exotic Species shall mean exotic, noxious weed, prohibited aquatic plant, and/or non-native fish, non-native animals, non-native plants, and nuisance wildlife. For this purpose, nuisance wildlife is animal(s) exhibiting behavior that causes to property damage or presents threat to public safety.

Filling shall mean the placement of soil, dirt, sand, clay or similar material on land for any purpose including, without limitation, raising the level of the land or low-lying features of the land such as a depression, pond, stream or ditch.

GRANTOR has the same meaning as set forth in the first paragraph of this Conservation Easement.

Improvements shall include, without limitation, buildings, structures, mobile homes, campers, barns, sheds, restrooms and outhouses, billboards, paved roads, playground, bridges, boardwalks, asphalt or concrete pavement, antennas, cellular or other communication towers, lights, power poles, ditches, dams, dikes, ponds (man-made), wells, above-ground and below-ground tanks (fuel and storage), and above-ground and below-ground pipes and irrigation systems. Improvements does not include signs and excludes the Existing Structure.

Minerals shall include, without limitation, all oil, gas, and other liquid or gaseous hydrocarbons, including, without limitation, all oil, gas, and other liquid or gaseous hydrocarbons from or within coal, lignite or shale seams, beds or formations; coal, lignite and peat; base and precious metals; ores and industrial minerals; helium; geothermal resources including, without limitation, hydro pressured reservoirs, geopressed reservoirs, steam and other gases, hot water, hot brine, heat, natural gas dissolved in formation water and any associated energy found in such formation water; fissionable source materials; phosphate; sand; heavy mineral sands including, without limitation, Ilmenite, Leucosene, Rutile, Staurolite and Zircon; clays including, without limitation, common clay; gravel; limestone; humus; marble; granite; gemstones and other miscellaneous materials such as feldspar, fluorspar, gypsum, silica rock, borax, sulphur, alum, carbonate and nitrate of soda, and salt.

OWNER or *OWNERS* shall mean the GRANTOR, its successors and assigns, and all other persons, agencies, or entities which may come to own or have ownership interest the Property, by any reason. Provided that this term shall not include the COUNTY and its successors and assigns after the Effective Date.

Property shall mean that certain real property described in Exhibit "A," attached hereto, located in Alachua County, Florida.

Timber shall include, without limitation, living, dead, standing, fallen, severed, burned, unburned, damaged, undamaged, diseased and disease-free trees.

Vegetation shall include, without limitation, living, dead, standing, fallen, severed, burned, unburned, damaged, undamaged, diseased and disease-free plants, shrubs, or other vegetation, not including timber.

Waste Materials shall include, without limitation, solid waste, liquid waste, sludge, soil, trash, garbage, litter, yard waste, animal waste, ashes, medical waste, hazardous substances, pollutants or contaminants, including but not limited to those as defined by the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., or the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (1980), as amended by the Superfund Amendments and Reauthorization Act of 1986, or any other Federal, Florida, or local government law, ordinance, regulation or restriction defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, or any other toxic, unsightly, or offensive materials.

3. **PURPOSE:** The purpose of this CONSERVATION EASEMENT is to assure that the Property will remain forever in its existing natural condition and to prevent any use of the Property

that will impair or interfere with the Conservation Values.

4. **RESTRICTIONS ON USE OF THE PROPERTY:** After the Effective Date, no OWNER shall take any action, do anything or knowingly permit anyone else to do anything inconsistent with the purpose of this Conservation Easement. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited on, over, or under any portion of the Property:

4.1 Construction, installation, or placement of Improvements, as defined herein, on the Property, except for the Existing Structure, as shown on Exhibit "B" attached hereto, in accordance with paragraph 6 below.

4.2 Any Development on the Property, as defined herein, except for the Existing Structure, as shown on Exhibit "B" attached hereto, in accordance with paragraph 6 below.

4.3 Filling and the Excavation in such manner as to affect the Property (temporarily or permanently).

4.4 Hunting; with the exception that hunting and trapping of Exotic Species is permitted.

4.5 The storage, dumping, placing, or disposal of Waste Materials.

4.6 Removal or destruction of Timber or Vegetation, except for Exotic Species or as may be expressly set out in this Conservation Easement or otherwise agreed to in writing by the OWNER and the COUNTY.

4.7 Exploration for Minerals in such manner as to affect the Property (temporarily or permanently); with the exception that exploration for archaeological purposes is permitted.

4.8 Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

4.9 The introduction of Exotic Species.

4.10 Acts or uses detrimental to the Conservation Values, as defined, of the Property or are otherwise detrimental to the preservation of the structural integrity or physical appearance of the Property and historical, architectural, archaeological, or cultural significance of the Property.

5. **OWNER'S' RETAINED RIGHTS:** The OWNER shall retain all rights accruing from their ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement. Notwithstanding anything else herein to the contrary, it shall not be deemed inconsistent with the purpose of this Conservation Easement for the OWNER, and the OWNER'S guests, to:

- 5.1 Freely come, go, remain on and roam the Property for extended periods of time.
- 5.2 Allow access by the general public to the Property, at hours of operation set by the OWNER.
- 5.3 Construct and maintain passive trails on or within the Property for the purposes of walking or nature study, so long as such trails are not asphalt, concrete, paved or otherwise impervious.
- 5.4 Erect and maintain non-commercial signs indicating the name of the Property, boundary markers, directional signs, regulatory signs, warning signs, educational and interpretive signs and kiosks, and signs identifying the Property as under the protection of the Grantor and that Property is funded in part by Alachua County and/or by “Wild Spaces, Public Places” funding.
- 5.5 Erect, install and maintain fences as GRANTOR deems necessary to secure the Property and otherwise prevent access onto and over the Property to prevent trespassing and unauthorized hunting and trapping.
- 5.6 Conduct activities for purposes of maintaining the Property and Existing Structure, including controlled burning, debris/junk removal, Exotic Species removal, and activities to remove or abate conditions which are hazardous or dangerous to health or safety. Provided nothing herein relieves the OWNERS from the responsibility of complying with all applicable regulations and obtaining all necessary permits.

6. **EXISTING STRUCTURE:** Notwithstanding anything else herein to the contrary, it shall not be deemed inconsistent with the purpose of this Conservation Easement for the GRANTOR or an authorized agent(s) of the GRANTOR to use, occupy, repair, and maintain the Existing Structure on the Property, as shown in Exhibit “B” attached, including its fixtures and as applicable, its septic tank and sewage treatment system. The Existing Structure shall be solely used and occupied for by GRANTOR or an authorized person(s) or agent(s) of the GRANTOR for either (a) ancillary use for park or park facility or (b) a residence for a Caretaker for the Property, and for no other purpose. A Caretaker is defined as one who, on behalf of the GRANTOR, monitors, inspects, and/or maintains the Property and its conditions. No other residential structures are permitted anywhere on the Property. The Existing Structure may be maintained, repaired, remodeled or replaced without further consent from the COUNTY provided that such does not increase the impervious area or square footage of the Existing Structure, as it was as of the Effective Date. Nothing herein relieves the GRANTOR from the responsibility of complying with all applicable regulations and obtaining all necessary permits related to the Existing Structure. GRANTOR is under no obligation to maintain or insure the Existing Structure.

7. **EXOTIC SPECIES:** Either the GRANTOR or the OWNER may take whatever actions such party deems necessary to eradicate and/or control Exotic Species without the consent of the other party, provided the actions do not interfere unreasonably with the rights of the other party as

set out in this Conservation Easement, and the actions are permitted under applicable law.

8. **RESTRICTIONS ON ALIENATION:** The OWNER shall retain the right to sell, grant, convey, transfer, alienate, gift, donate and/or devise the Property subject to the following specific restrictions on transfers:

8.1 No OWNER may divide, subdivide or partition the PROPERTY, "in kind."

8.2 The OWNER shall ensure that all subsequent deeds or other instruments conveying or transferring any interest in the Property contain a notice of this Conservation Easement, showing the recording information therefor.

8.3 Upon becoming an OWNER, the subsequent OWNER shall furnish the COUNTY with the OWNER's name and contact information so that the COUNTY may properly notice and communicate with such subsequent OWNER regarding the Conservation Easement.

8.4 In the event, the Property may become owned by more than one OWNER at the same time (by operation of law, court order or otherwise), those OWNERS must select one OWNER to receive all notices from the COUNTY concerning the Property and authorize that OWNER to act on behalf of the other OWNERS and to accept service of process in any legal action or administrative proceeding filed by the COUNTY. Should the then OWNERS fail or refuse to name one OWNER to comply with the terms hereof, then the COUNTY may, by petitioning a court of competent jurisdiction in Alachua County, Florida, request the court to appoint one of the OWNERS to be the one OWNER who, on behalf of the other OWNERS, accepts notice, acts for the other OWNERS and accepts service of process.

9. **RIGHT OF FIRST REFUSAL:**

9.1 If an OWNER desires to sell its interest in the Property, and the OWNER receives from a third party (the "POTENTIAL BUYER") a bona fide offer for the purchase of the Property, the OWNER and the POTENTIAL BUYER shall enter into and execute a written contract for the purchase and sale of the same ("CONTRACT"), containing all of the terms of such purchase and sale, subject to the COUNTY's right of first refusal as set out herein. The OWNER shall then provide a copy of the CONTRACT to the COUNTY along with written notice that the COUNTY has 60 calendar days after the receipt of the notice to consider the terms of the offer under this right of first refusal.

9.2 At any time during the 60-day consideration period, the COUNTY may elect to purchase the OWNER's interest in the Property for the same price, terms and conditions as contained in the CONTRACT. Such election shall be made by written notice to the OWNER. Within 120 calendar days thereafter, the OWNER and the COUNTY shall enter into a formal contract for purchase and sale of the Property. The parties agree the consideration paid for this Conservation Easement shall not be applied to the purchase price of the Property.

9.3 If the COUNTY fails to provide written notice to the OWNER within the 60-day consideration period, the COUNTY shall have waived only its right of first refusal, and the OWNER may proceed with selling its underlying interests in the Property to the POTENTIAL BUYER, subject to the rights contained in this Conservation Easement. The COUNTY shall, upon request, provide a written acknowledgment of its waiver of its right of first refusal for closing purposes.

10. **TRANSFERABLE RIGHTS:** The COUNTY may assign or transfer its interest herein to any other lawfully constituted and authorized governmental body or agency or by a charitable corporation or trust whose purposes include protecting natural, scenic, or open space values of real property, assuring its availability for agricultural, forest, recreational, or open space use, protecting natural resources, maintaining or enhancing air or water quality, or preserving sites or properties of historical, architectural, archaeological, or cultural significance; provided that the then OWNERS shall be given 30 calendar days advance written notice of such transfer.

11. **EXPENSES AND TAXES:** The OWNER retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, management, upkeep, insure, and maintenance of the Property, including the Existing Structure and its fixtures and contents. The OWNER shall pay all ad valorem or other taxes and assessments which may now or hereinafter be assessed or charged against the Property, as applicable. However, regardless of such payment, pursuant to Sections 197.572 and 704.06(4), Florida Statutes, as amended, all provisions of this Conservation Easement shall survive and be enforceable after the issuance of a tax deed for the Property.

12. **ACCESS TO THE PROPERTY:** The COUNTY and its officers, employees, and agents, shall have the right (but not the obligation) to enter and remain on the Property in a reasonable manner and at reasonable times to ensure compliance with this Conservation Easement. The COUNTY shall give reasonable advance notice of such entry to the OWNER, except in the event of fire, natural disaster, or other urgent circumstances threatening the Property or Conservation Values thereon. Nothing said by any COUNTY agent or employee during these inspections nor contained in any inspection report, may be relied upon by the OWNER as construing or modifying the terms of this Conservation Easement or waiving any of the COUNTY's rights therein. The COUNTY shall retain the right to pursue all legal remedies for any failure to comply with the terms of this Conservation Easement regardless of whether such failure was listed or not listed on any particular inspection report(s) or noted by any inspector.

13. **CONSERVATION EASEMENT TO BE PERPETUAL:** This Conservation Easement shall be perpetual.

14. **CONSERVATION EASEMENT SHALL RUN WITH THE LAND:** This Conservation Easement shall run with the land and be binding on all subsequent OWNERS.

15. **WARRANTY OF OWNERSHIP OF PROPERTY AND ABILITY TO GRANT CONSERVATION EASEMENT:** The GRANTOR fully warrants that, at the time of the execution and delivery of this Conservation Easement, the GRANTOR held unencumbered, fee

simple title to the PROPERTY and had the legal authority and ability to execute and deliver this Conservation Easement. The OWNER will warrant and defend the same against the lawful claims of all persons whomsoever.

16. **COMPLIANCE WITH ALL LAWS:** The OWNER shall not use the Property or allow anyone else to use the Property in any way which is contrary to any applicable Federal, State or local law, ordinance, rule or regulation.

17. **ENFORCEMENT:** In the event that the COUNTY become aware of a violation of this Conservation Easement, the COUNTY will give notice and request corrective action to abate the violation and restore the Property. If the OWNER does not take such corrective action within 30 calendar days after receipt of such notice, the COUNTY may enforce by injunction or by proceeding at law or in equity to enforce the provisions of this Conservation Easement and/or to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with this Conservation Easement. In the event an injunction is sought, any bond requirement is waived.

The COUNTY may enforce the terms of this Conservation Easement at its discretion, but if the COUNTY declines to exercise its rights under this Conservation Easement, the COUNTY's forbearance shall not be construed to be a waiver by the COUNTY of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the COUNTY's rights under this Conservation Easement. No delay or omission by the COUNTY in the exercise of any right or remedy upon any breach of this Conservation Easement shall impair such right or remedy or be construed as a waiver. The COUNTY shall not be obligated to the OWNER, or to any other person or entity, to enforce the provisions of this Conservation Easement.

18. **GOVERNING LAW; VENUE AND JURY TRIAL:** This Conservation Easement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws rules. The exclusive venue and jurisdiction for any litigation enforcing, construing or relating to this Conservation Easement shall be in a court of competent jurisdiction in and for Alachua County, Florida. If a legal action is brought to enforce or construe any provision of this Conservation Easement, the prevailing party shall recover its costs, expenses and reasonable attorneys' fees incurred therein from the non-prevailing party. The COUNTY and the OWNER forever waive any and all right to trial by jury in any legal proceeding arising out of or relating to this Conservation Easement and agree to have any such actions decided by a judge alone, without a jury.

19. **LIABILITY OF THE COUNTY:** Pursuant to Section 704.06(10), Florida Statutes, as amended, owning or holding this Conservation Easement does not subject the COUNTY to any liability for any damage or injury that any person may suffer on or about the Property or due to the condition of the Property, including the Existing Structure. The OWNER hereby assume all liability for any injury or damage to the person or property of third parties which may occur on the Property arising from the OWNER'S ownership of the Property. Neither the OWNER, nor any person or entity claiming by or through the OWNER, shall hold the COUNTY liable for any damage or injury to person or personal property which may occur on the Property, including the

Existing Structure.

20. **INDEMNIFICATION; SOVEREIGN IMMUNITY:** To the extent authorized by law, OWNER shall indemnify and hold harmless Alachua County and its officers, employees, commissioners and agents for any and all liabilities, claims, demands, losses, damages, fines, penalties, suits, actions and costs, including attorneys' fees which may be asserted, and other liabilities, to which the County may be subject to relating to the Property. Notwithstanding anything else herein to the contrary, nothing herein shall be construed to waive or to otherwise affect the COUNTY's sovereign immunity and/or the protections given the COUNTY under Section 768.28, Florida Statutes.

21. **RE-RECORDING:** This Conservation Easement shall be recorded in the Official Records of Alachua County and indexed in the same manner as any other instrument affecting the title to real property. The COUNTY may re-record this Conservation Easement, or a notice thereof, from time to time, whenever the COUNTY determines that it is necessary or convenient to do so. Upon request of the COUNTY, and from time to time, the OWNERS, or any of them, shall execute and deliver to the COUNTY a notice of this Conservation Easement, prepared by the COUNTY, for recording.

22. **MODIFICATIONS:** This Conservation Easement shall be revoked, abandoned, modified, or released by a written agreement that is executed by both parties with the same formalities as this Conservation Easement and recorded in the Official Records of Alachua County, Florida. This Conservation Easement may only be amended upon approval of the COUNTY.

23. **CONSTRUCTION OF CONSERVATION EASEMENT:** This Conservation Easement is the product of negotiation between the parties, thus the terms of this Conservation Easement shall not be construed against either party as the drafter. Any general rule of construction notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to affect the purposes of this Conservation Easement and the policy and purpose of Section 704.06, Florida Statutes.

24. **INTEGRATION CLAUSE:** This Conservation Easement contains the entire agreement between the parties and supersedes all prior contracts, agreements or understandings between the parties. Each party represents and warrants to the other that no contract, agreement or representation on any matter exists between the parties except as expressly set out herein.

25. **SEVERABILITY:** If any of the provisions of this Conservation Easement or application thereof is invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Conservation Easement, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

IN WITNESS WHEREOF, GRANTOR, the Town of Micanopy, Florida, a municipal corporation, by and through its Mayor who is authorized to sign, has hereunto signed on this _____ day of _____, 2024.

TOWN OF MICANOPY, FLORIDA

By: _____
Jiana Williams, Mayor

ATTEST/WITNESS:

Approved as to form and legality:

Sara Owen, Town Administrator/Clerk
706 NE Cholokka Boulevard
P.O. Box 137, Micanopy, FL 32667

Kiersen N. Ballou, Town Attorney
527 East University Avenue
Gainesville, FL 32601

ACCEPTANCE BY THE COUNTY

The COUNTY hereby accepts this CONSERVATION EASEMENT and its terms, by way of execution by the Alachua County Board of County Commissioners, through its Chair.

ALACHUA COUNTY, FLORIDA

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

ATTEST:

Approved as to form and legality:

J.K. "Jess" Irby, Esq., Clerk

Alachua County Attorney's Office

(seal)

EXHIBIT "A"
(Legal Description of the Property)

A TRACT OF LAND, SITUATED IN SECTION 25, TOWNSHIP 11 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1 (as per OR 4547, Page 128):

COMMENCE AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 11 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION, 1518.00 FEET; THENCE S.01 DEG. 14'18"E., A DISTANCE OF 3119.32 FEET TO A POINT ON THE CENTERLINE OF HUNTER AVENUE; THENCE S.01 DEG. 14'28"E., A DISTANCE OF 969.51 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE S.01 DEG. 14'28"E., A DISTANCE OF 73.82 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 25-A/S.E. 165TH AVENUE (OLD STATE ROAD NO. 25); THENCE S.82 DEG. 39'48"E., ALONG SAID NORTH RIGHT-OF-WAY LINE, 613.90 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT 1533.05 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH; THENCE EAST ALONG THE ARC OF SAID CURVE, AND ALONG SAID RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 10 DEG. 31'44", A DISTANCE OF 281.72 FEET, AND A CHORD BEARING AND DISTANCE OF S.76 DEG. 55'08"E., 281.33 FEET TO A POINT ON A 50.00 FOOT RADIUS CURVE, CONCAVE TO THE WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 180 DEG. 00'00", A DISTANCE OF 157.18 FEET, AND A CHORD BEARING AND DISTANCE OF N.29 DEG. 28'49"E., 100.06 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 441 (STATE ROAD NO. 25), SAID POINT ALSO BEING ON A 17,188.74 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01 DEG. 33'33", A DISTANCE OF 467.75 FEET, AND A CHORD BEARING AND DISTANCE OF N.40 DEG. 44'42"W., 467.74 FEET TO A POINT; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE. N.40 DEG. 03'42"W., A DISTANCE OF 81.56 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, S.49 DEG. 56'57"W., A DISTANCE OF 290.43 FEET; THENCE N.40 DEG. 03'54"W., A DISTANCE OF 150.08 FEET; THENCE S.49 DEG. 57'36"W., A DISTANCE OF 335.75 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT EXISTING ROAD RIGHT OF WAY.

LESS AND EXCEPT ANY LANDS CONTAINED IN THAT CERTAIN DEED RECORDED IN OFFICIAL RECORDS BOOK 2800, PAGE 410 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

PARCEL 2 (as per OR 4547, P 128):

COMMENCE AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 11 SOUTH,

RANGE 20 EAST, ALACHUA COUNTY, FLORIDA; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION, 1,518.00 FEET; THENCE S.01 DEG. 14'18"E, A DISTANCE OF 3,119.32 FEET TO A POINT ON THE CENTERLINE OF HUNTER AVENUE, THENCE CONTINUE S.01 DEG. 14'28"E. A DISTANCE OF 969.51 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE S. 01 DEG. 14'28"E., A DISTANCE OF 73.82 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 25-A/S.E. 165TH AVENUE (OLD STATE ROAD NO. 25), BEING A 66 FOOT RIGHT-OF-WAY; THENCE S.82 DEG. 39'48"E., ALONG SAID NORTH RIGHT-OF-WAY LINE, 613.90 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT 1,533.05 FOOT RADIUS CURVE,

CONCAVE TO THE SOUTH, THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID RIGHT-OF-WAY, THROUGH A CENTRAL ANGLE OF 10 DEG. 31'44", A DISTANCE OF 281.72 FEET, AND A CHORD BEARING AND DISTANCE OF S.76 DEG. 55'08"E., 281.33 FEET TO A POINT ON A 50.00 FOOT RADIUS CURVE, CONCAVE TO THE WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 180 DEG. 00'00", A DISTANCE OF 157.18 FEET, AND A CHORD BEARING AND DISTANCE OF N.29 DEG. 28'49"E., 100.06 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO 441 (STATE ROAD NO 25), BEING A 184 FOOT RIGHT-OF-WAY; SAID POINT ALSO BEING ON A 17,188.74 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01 DEG. 33'33", A DISTANCE OF 467.75 FEET, AND A CHORD BEARING AND DISTANCE OF N 40 DEG. 44'42"W., 467.74 FEET TO A POINT; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, N. 40 DEG. 03'42"W., A DISTANCE OF 81.56 FEET, THENCE DEPARTING SAID RIGHT-OF-WAY LINE, S.49 DEG. 56'57"W., A DISTANCE OF 290.43 FEET; THENCE N 40 DEG. 03'34" W. A DISTANCE OF 150.08 FEET; THENCE N.12 DEG. 52'38"W., A DISTANCE OF 249.05 FEET; THENCE N.03 DEG. 57'15"W., A DISTANCE OF 107.85 FEET; THENCE S.86 DEG. 20'09"W., A DISTANCE OF 48.87 FEET; THENCE S. 03 DEG. 39'51" W., A DISTANCE OF 17.70 FEET; THENCE S. 86 DEG. 20'09" W., A DISTANCE OF 64.15 FEET; THENCE S. 03 DEG. 39'51"E., A DISTANCE OF 90.15 FEET; THENCE N. 86 DEG. 20'09"E., A DISTANCE OF 83.18 FEET; THENCE S 12 DEG. 52'38"E., A DISTANCE OF 261.17 FEET, THENCE S. 40 DEG. 03'54"E., A DISTANCE OF 137.24 FEET; THENCE S.72 DEG. 59' 27"W., A DISTANCE OF 332.29 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT EXISTING ROAD RIGHT OF WAY.

LESS AND EXCEPT THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4270, PAGE 2500 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 11 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION, 1,518.00 FEET; THENCE S.01 DEG. 14'18"E., A DISTANCE OF 3,119.32 FEET TO A POINT ON THE CENTERLINE OF HUNTER AVENUE; THENCE S.01 DEG. 14'28"E., A DISTANCE OF 969.51 FEET TO THE POINT OF BEGINNING. THENCE

CONTINUE S.01 DEG. 14'28"E., A DISTANCE OF 73.82 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 25-A/S.E. 165TH AVENUE (OLD STATE ROAD NO. 25); THENCE S.82 DEG. 39'48"E., ALONG SAID NORTH RIGHT-OF-WAY LINE, 613.90 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT 1,533.05 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH; THENCE EAST ALONG THE ARC OF SAID CURVE, AND ALONG SAID RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 10 DEG. 31'44", A DISTANCE OF 281.72 FEET, AND A CHORD BEARING AND DISTANCE OF 5.76 DEG. 55'08"E., 281.33 FEET TO A POINT ON A 50.00 FOOT RADIUS CURVE, CONCAVE TO THE WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 180 DEG. 00'00", A DISTANCE OF 157.18 FEET, AND A CHORD BEARING AND DISTANCE OF N.29 DEG. 28'49"E., 100.06 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 441 (STATE ROAD NO. 25), SAID POINT ALSO BEING ON A 17,188.74 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01 DEG. 33'33", A DISTANCE OF 467.75 FEET, AND A CHORD BEARING AND DISTANCE OF N.40 DEG. 44'42"W., 467.74 FEET TO A POINT; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, N.40 DEG. 03'42"W., A DISTANCE OF 81.56 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, 5.49 DEG. 56'57"W., A DISTANCE OF 290.43 FEET; THENCE N.40 DEG. 03'54"W., A DISTANCE OF 150.08 FEET; THENCE 5.49 DEG. 57'36"W., A DISTANCE OF 335.75 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A 20 FOOT INGRESS/EGRESS EASEMENT LYING 10 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 11 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA; THENCE EAST, ALONG THE NORTH LINE OF SAID SECTION, 1518.00 FEET; THENCE 5.01 DEG. 14'18"E., A DISTANCE OF 3,119.32 FEET TO A POINT ON THE CENTERLINE OF HUNTER AVENUE; THENCE CONTINUE 5.01 DEG. 14'28"E., A DISTANCE OF 33.29 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID HUNTER AVENUE, (BEING A 66 FOOT RIGHT-OF-WAY), THENCE ALONG SAID SOUTH RIGHT OF WAY 5.83 DEG. 36'38"E., A DISTANCE OF 58.68 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY OF U.S. HIGHWAY NO 441 (STATE ROAD NO 25), BEING A 184 FOOT RIGHT-OF-WAY; THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 5.39 DEG. 58'18"E., A DISTANCE OF 276.90 FEET TO THE POINT OF BEGINNING. THENCE LEAVING SAID RIGHT OF WAY, S.18 DEG. 34'02"W., A DISTANCE OF 117.23 FEET, THENCE 5.61 DEG. 24'42"W., A DISTANCE OF 52.23 FEET; THENCE S.33 DEG. 28'58"W., A DISTANCE OF 45.56 FEET TO THE POINT OF TERMINUS.

SAID PARCEL 1 AND PARCEL 2 BEING ONE AND THE SAME AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4547, PAGE 128 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SITUATED IN SECTION 25, TOWNSHIP 11 SOUTH, RANGE 20 EAST, ALACHUA

COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, BEGIN AT THE MOST NORTHWESTERLY CORNER OF PARCEL 1 AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 4547, PAGE 128; THENCE SOUTH 1°24'14" EAST, ALONG THE WEST BOUNDARY LINE OF SAID PARCEL 1, A DISTANCE OF 73.97 FEET TO THE NORTH RIGHT OF WAY LINE OF SOUTHEAST 165TH AVENUE (66 FOOT RIGHT OF WAY); THENCE SOUTH 82°39'48" EAST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 613.64 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1533.05 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 76°54'48" EAST, 281.45 FEET; THENCE SOUTHEASTERLY ALONG SAID NORTH RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°32'01", AND AN ARC LENGTH OF 281.84 FEET TO A REVERSE CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 50.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 29°33'40" EAST, 100.00 FEET; THENCE NORTHEASTERLY ALONG SAID NORTH RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 180°00'00", AND AN ARC LENGTH OF 157.08 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF US HIGHWAY NO. 441 (184 FOOT RIGHT OF WAY) AND TO A REVERSE CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 17188.74 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 40°44'26" WEST, 467.74 FEET; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°33'33", AND AN ARC LENGTH OF 467.75 FEET TO THE END OF SAID CURVE; THENCE NORTH 40°01'58" WEST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 81.46 FEET TO THE NORTHERN MOST CORNER OF SAID PARCEL 1; THENCE SOUTH 49°57'20" WEST, ALONG THE NORTHERLY LINE OF SAID PARCEL 1, A DISTANCE OF 290.35 FEET; THENCE NORTH 40°03'58" WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 150.09 FEET TO THE BOUNDARY OF PARCEL 2 OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4547, PAGE 128; THENCE THE FOLLOWING EIGHT (8) COURSES ALONG THE BOUNDARY OF SAID PARCEL 2; (1) THENCE NORTH 12°51'16" WEST, A DISTANCE OF 248.96 FEET; (2) THENCE NORTH 03°58'40" WEST, A DISTANCE OF 107.90 FEET; (3) THENCE SOUTH 86°20'35" WEST, A DISTANCE OF 48.75 FEET; (4) THENCE SOUTH 03°39'06" EAST, A DISTANCE OF 17.70 FEET; (5) THENCE SOUTH 86°20'28" WEST, A DISTANCE OF 64.17 FEET; (6) THENCE SOUTH 03°39'11" EAST, A DISTANCE OF 90.16 FEET; (7) THENCE NORTH 86°21'26" EAST, A DISTANCE OF 83.18 FEET; (8) THENCE SOUTH 12°52'22" EAST, A DISTANCE OF 261.11 FEET; THENCE SOUTH 40°00'09" EAST, A DISTANCE OF 137.34 FEET TO THE AFOREMENTIONED NORTHERLY LINE OF PARCEL 1; THENCE SOUTH 73°04'30" WEST, ALONG SAID NORTHERLY LINE OF PARCEL 1, A DISTANCE OF 332.54 FEET TO THE POINT OF BEGINNING.

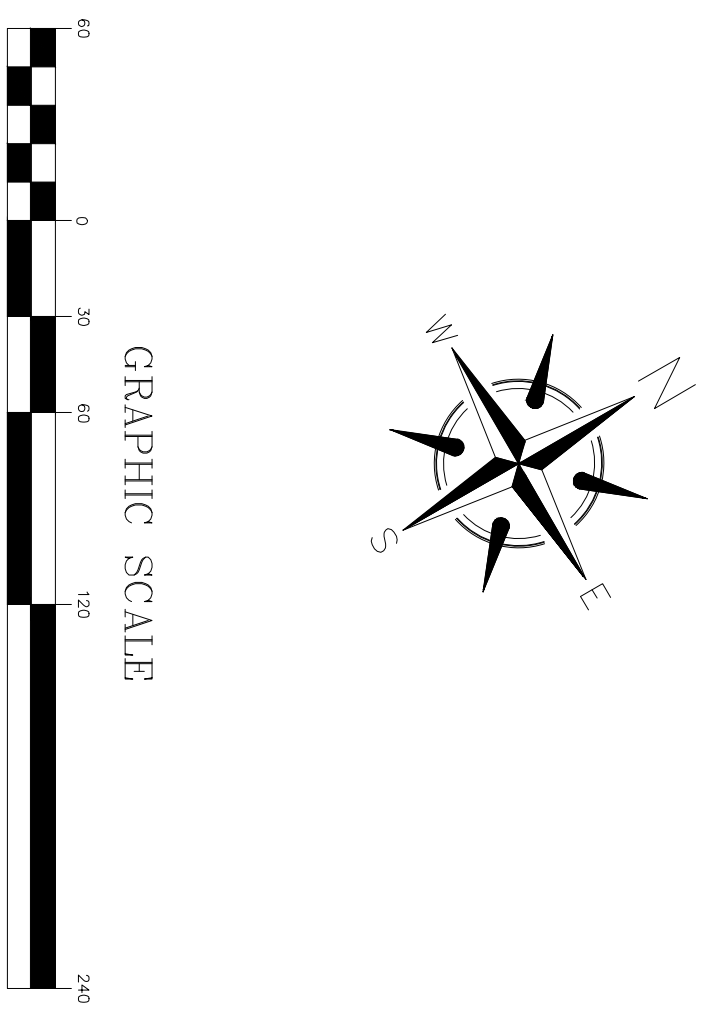
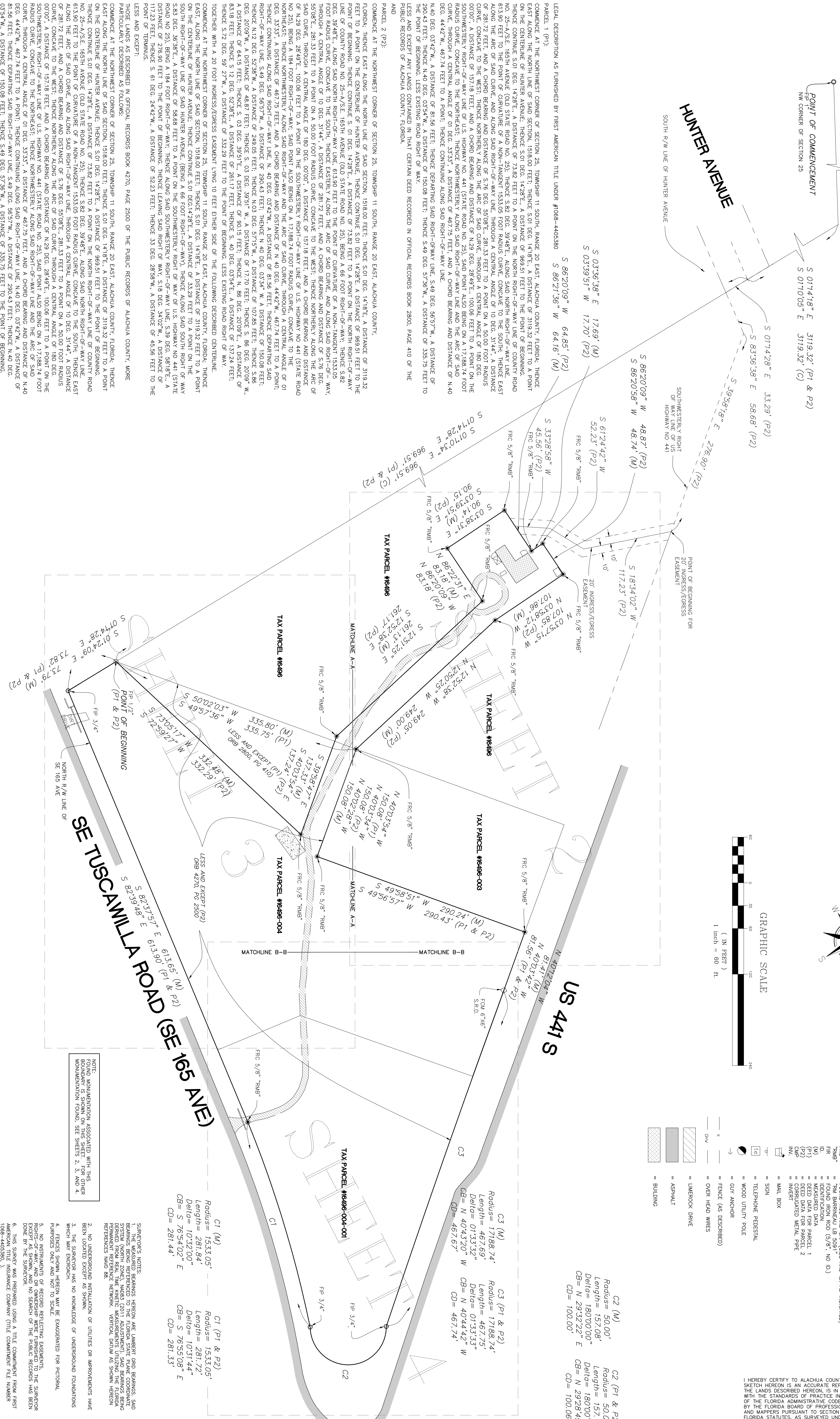
TOGETHER WITH A 20 FOOT INGRESS/EGRESS EASEMENT LYING 10 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 11 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA; THENCE EAST, ALONG THE NORTH LINE OF SAID SECTION, 1518.00 FEET; THENCE 5.01 DEG. 14'18"E., A DISTANCE OF 3,119.32 FEET TO A POINT ON THE CENTERLINE OF HUNTER AVENUE; THENCE CONTINUE 5.01 DEG. 14'28"E., A DISTANCE OF 33.29 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID HUNTER AVENUE, (BEING A 66 FOOT RIGHT-OF-WAY), THENCE ALONG SAID SOUTH RIGHT OF WAY 5.83 DEG. 36'38"E., A DISTANCE OF 58.68 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY OF U.S. HIGHWAY NO 441 (STATE ROAD NO 25), BEING A 184 FOOT RIGHT-OF-WAY; THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 5.39 DEG. 58'18"E., A DISTANCE OF 276.90 FEET TO THE POINT OF BEGINNING. THENCE LEAVING SAID RIGHT OF WAY, 5.18 DEG. 34'02"W., A DISTANCE OF 117.23 FEET, THENCE 5.61 DEG. 24'42"W., A DISTANCE OF 52.23 FEET; THENCE 5.33 DEG. 28'58"W., A DISTANCE OF 45.56 FEET TO THE POINT OF TERMINUS.

DRAFT

EXHIBIT "B"

BOUNDARY SURVEY OF TAX PARCEL S #16496-004 AND #16496-004-001 LYING IN SECTION 25, TOWNSHIP 11 SOUTH, 20 EAST ALACHUA COUNTY, FLORIDA



LEGEND:

- POINT OF COMMENCEMENT
- POINT OF BEGINNING
- OFFICIAL RECORDS BOOK
- RAIL ROAD SPUR (NO ID.)
- FOUND CONCRETE MONUMENT (SIZE AND ID. AS INDICATED)
- SET 1/2" IRON ROD AND CAP (ALACHUA COUNTY)
- FOUND IRON ROD AND CAP (SIZE AND ID. AS INDICATED)
- FOUND IRON ROD (5/8" NO ID.)
- FOUND IRON ROD (5/8" NO ID.)
- MEASURED DATA
- DEED DATA FOR PARCEL 1
- DEED DATA FOR PARCEL 2
- INVERT
- MAIL BOX
- SIGN
- TELEPHONE PESTRAL
- WOOD UTILITY POLE
- OW ANCHOR
- FENCE (AS DESCRIBED)
- OVER HEAD WIRES
- LIMESTONE DRIVE
- ASPHALT
- BUILDING

C1 (M)
Radius= 1533.05'
Length= 281.84'
Delta= 1037.00"
CB= S 76°54'02" E
CD= 281.44'

C1 (P1 & P2)
Radius= 1533.05'
Length= 281.72'
Delta= 1037.44"
CB= S 76°55'08" E
CD= 281.33'

C2 (M)
Radius= 50.00'
Length= 157.08"
Delta= 180°00'00"
CB= N 29°32'22" E
CD= 100.00'

C2 (P1 & P2)
Radius= 50.00'
Length= 157.18"
Delta= 180°00'00"
CB= N 29°28'49" E
CD= 100.06'

NOTE:
BOUNDARY IS SHOWN ON THIS SHEET FOR OTHER BOUNDARIES FOUND. SEE SHEETS 2, 3, AND 4.

SURVEYOR'S NOTES:
1. THE MEASURED BEARINGS HEREON ARE LAMBERT GRID BEARINGS, SAID BEARINGS HAVE BEEN CORRECTED FOR CURVATURE OF THE EARTH AND SYSTEM ADJUSTMENT. (2011 ADJUSTMENT) SAID BEARINGS BEING DERIVED FROM REAL TIME KINETIC MEASUREMENTS UTILIZING THE FLORIDA SURVEYING NETWORK. THE HORIZONTAL DATUM IS SHOWN HEREON AS THE FLORIDA SURVEYING NETWORK. 2. NO UNDERGROUND INSTALLATION OF UTILITIES OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN. 3. THE SURVEYOR HAS NO KNOWLEDGE OF UNDERGROUND FOUNDATIONS. 4. FENCES SHOWN HEREON MAY BE EXCEEDED FOR PICTORIAL PURPOSES ONLY AND NOT TO SCALE. 5. NO INSTRUMENTS OF RECORD OR MEASURING EQUIPMENT, THE SURVEYOR HAS USED, HAVE BEEN SUBJECT TO AN ANNUAL CHECK AND ADJUSTMENT DONE BY THE SURVEYOR. 6. THIS SURVEY WAS PREPARED USING A TITLE COMMENTARY FROM FIRST TIER SURVEYOR COMPANY (TITLE COMMENTARY FILE NUMBER 1068-4405390.)

PROJECT NO. 22-011	DRAFTER M. ROBINSON	FIELD BOOK 44 (p. 21-27)	SURVEY DATE 04/14/22	ALACHUA COUNTY PUBLIC WORKS SURVEYING	NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
SHEET NO. 1 of 4	COMPUTER FILE 21-011.dwg	DRAWING SCALE AS SHOWN	REVISION DATE(S)	PHONE: 352-374-5245 / 386-462-0055 5620 NW 120th LANE GAINESVILLE, FLORIDA 32653	CHARLIE R. BRECKEN PROFESSIONAL SURVEYOR AND MAPPER, FLORIDA LICENSE NUMBER 6763

EXHIBIT"F"

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

Tax Parcel 16496-004-000 & 16496-004-001

COUNTY DEED

THIS DEED, made this ___ day of _____, A.D., 2024, by **ALACHUA COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, by its Board of County Commissioners, party of the first part, and by **TOWN OF MICANOPY, FLORIDA** a municipal corporation of the State of Florida, by its Town Commissioners, party of the second part.

WITNESSETH that the party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, its heirs and assigns forever, the following described land lying and being in Alachua County, Florida, to wit:

A parcel of land being more particularly described in **Attachment "A"**, as attached hereto and by reference made a part hereof.

TOGETHER with tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

SUBJECT TO a conservation easement of record, executed by the party of the second part granted to the party of the first part, dated _____, 2024.

TO HAVE AND TO HOLD the premises, and all the estate, right, title, lien, interest and claim whatsoever of the party of the first part, either in law or equity, including all phosphate, minerals, metals and petroleum rights held by the party of the first part, if any, and any rights to mine and develop the same held by the party of the first part, if any, and all improvements thereon and appurtenances thereto, unto the proper use, benefit and enjoyment of the party of the second part, its heirs and assigns or successors and assigns, forever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair of said board, the

day and year aforesaid.

ALACHUA COUNTY, FLORIDA

(SEAL)

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

ATTEST:

J. K. "Jess" Irby, Esq.
Clerk of Circuit Court

APPROVED AS TO FORM:

Alachua County Attorney's Office

ATTACHMENT "A" TO COUNTY DEED

(Legal Description of the Property)

A TRACT OF LAND, SITUATED IN SECTION 25, TOWNSHIP 11 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1 (as per OR 4547, Page 128):

COMMENCE AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 11 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION, 1518.00 FEET; THENCE S.01 DEG. 14'18"E., A DISTANCE OF 3119.32 FEET TO A POINT ON THE CENTERLINE OF HUNTER AVENUE; THENCE S.01 DEG. 14'28"E., A DISTANCE OF 969.51 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE S.01 DEG. 14'28"E., A DISTANCE OF 73.82 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 25-A/S.E. 165TH AVENUE (OLD STATE ROAD NO. 25); THENCE S.82 DEG. 39'48"E., ALONG SAID NORTH RIGHT-OF-WAY LINE, 613.90 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT 1533.05 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH; THENCE EAST ALONG THE ARC OF SAID CURVE, AND ALONG SAID RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 10 DEG. 31'44", A DISTANCE OF 281.72 FEET, AND A CHORD BEARING AND DISTANCE OF S.76 DEG. 55'08"E., 281.33 FEET TO A POINT ON A 50.00 FOOT RADIUS CURVE, CONCAVE TO THE WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 180 DEG. 00'00", A DISTANCE OF 157.18 FEET, AND A CHORD BEARING AND DISTANCE OF N.29 DEG. 28'49"E., 100.06 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 441 (STATE ROAD NO. 25), SAID POINT ALSO BEING ON A 17,188.74 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01 DEG. 33'33", A DISTANCE OF 467.75 FEET, AND A CHORD BEARING AND DISTANCE OF N.40 DEG. 44'42"W., 467.74 FEET TO A POINT; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE. N.40 DEG. 03'42"W., A DISTANCE OF 81.56 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, S.49 DEG. 56'57"W., A DISTANCE OF 290.43 FEET; THENCE N.40 DEG. 03'54"W., A DISTANCE OF 150.08 FEET; THENCE S.49 DEG. 57'36"W., A DISTANCE OF 335.75 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT EXISTING ROAD RIGHT OF WAY.

LESS AND EXCEPT ANY LANDS CONTAINED IN THAT CERTAIN DEED RECORDED IN OFFICIAL RECORDS BOOK 2800, PAGE 410 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

PARCEL 2 (as per OR 4547, P 128):

COMMENCE AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 11 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION, 1,518.00 FEET; THENCE S.01 DEG. 14'18"E, A DISTANCE OF 3,119.32 FEET TO A POINT ON THE CENTERLINE OF HUNTER AVENUE, THENCE CONTINUE S.01 DEG. 14'28"E. A DISTANCE OF 969.51 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE S. 01 DEG. 14'28"E., A DISTANCE OF 73.82 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 25-A/S.E. 165TH AVENUE (OLD STATE ROAD NO. 25), BEING A 66 FOOT RIGHT-OF-WAY; THENCE S.82 DEG. 39'48"E., ALONG SAID NORTH RIGHT-OF-WAY LINE, 613.90 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT 1,533.05 FOOT RADIUS CURVE,

CONCAVE TO THE SOUTH, THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID RIGHT-OF-WAY, THROUGH A CENTRAL ANGLE OF 10 DEG. 31'44", A DISTANCE OF 281.72 FEET, AND A CHORD BEARING AND DISTANCE OF S.76 DEG. 55'08"E., 281.33 FEET TO A POINT ON A 50.00 FOOT RADIUS CURVE, CONCAVE TO THE WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 180 DEG. 00'00", A DISTANCE OF 157.18 FEET, AND A CHORD BEARING AND DISTANCE OF N.29 DEG. 28'49"E., 100.06 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO 441 (STATE ROAD NO 25), BEING A 184 FOOT RIGHT-OF-WAY; SAID POINT ALSO BEING ON A 17,188.74 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01 DEG. 33'33", A DISTANCE OF 467.75 FEET, AND A CHORD BEARING AND DISTANCE OF N 40 DEG. 44'42"W., 467.74 FEET TO A POINT; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, N. 40 DEG. 03'42"W., A DISTANCE OF 81.56 FEET, THENCE DEPARTING SAID RIGHT-OF-WAY LINE, S.49 DEG. 56'57"W., A DISTANCE OF 290.43 FEET; THENCE N 40 DEG. 03'34" W. A DISTANCE OF 150.08 FEET; THENCE N.12 DEG. 52'38"W., A DISTANCE OF 249.05 FEET; THENCE N.03 DEG. 57'15"W., A DISTANCE OF 107.85 FEET; THENCE S.86 DEG. 20'09"W., A DISTANCE OF 48.87 FEET; THENCE S. 03 DEG. 39'51" W., A DISTANCE OF 17.70 FEET; THENCE S. 86 DEG. 20'09" W., A DISTANCE OF 64.15 FEET; THENCE S. 03 DEG. 39'51"E., A DISTANCE OF 90.15 FEET; THENCE N. 86 DEG. 20'09"E., A DISTANCE OF 83.18 FEET; THENCE S 12 DEG. 52'38"E., A DISTANCE OF 261.17 FEET, THENCE S. 40 DEG. 03'54"E., A DISTANCE OF 137.24 FEET; THENCE S.72 DEG. 59' 27"W., A DISTANCE OF 332.29 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT EXISTING ROAD RIGHT OF WAY.

LESS AND EXCEPT THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4270, PAGE 2500 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 11 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA; THENCE EAST ALONG THE NORTH

LINE OF SAID SECTION, 1,518.00 FEET; THENCE S.01 DEG. 14'18"E., A DISTANCE OF 3,119.32 FEET TO A POINT ON THE CENTERLINE OF HUNTER AVENUE; THENCE S.01 DEG. 14'28"E., A DISTANCE OF 969.51 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE S.01 DEG. 14'28"E., A DISTANCE OF 73.82 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 25-A/S.E. 165TH AVENUE (OLD STATE ROAD NO. 25); THENCE S.82 DEG. 39'48"E., ALONG SAID NORTH RIGHT-OF-WAY LINE, 613.90 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT 1,533.05 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH; THENCE EAST ALONG THE ARC OF SAID CURVE, AND ALONG SAID RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 10 DEG. 31'44", A DISTANCE OF 281.72 FEET, AND A CHORD BEARING AND DISTANCE OF 5.76 DEG. 55'08"E., 281.33 FEET TO A POINT ON A 50.00 FOOT RADIUS CURVE, CONCAVE TO THE WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 180 DEG. 00'00", A DISTANCE OF 157.18 FEET, AND A CHORD BEARING AND DISTANCE OF N.29 DEG. 28'49"E., 100.06 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 441 (STATE ROAD NO. 25), SAID POINT ALSO BEING ON A 17,188.74 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01 DEG. 33'33", A DISTANCE OF 467.75 FEET, AND A CHORD BEARING AND DISTANCE OF N.40 DEG. 44'42"W., 467.74 FEET TO A POINT; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, N.40 DEG. 03'42"W., A DISTANCE OF 81.56 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, 5.49 DEG. 56'57"W., A DISTANCE OF 290.43 FEET; THENCE N.40 DEG. 03'54"W., A DISTANCE OF 150.08 FEET; THENCE 5.49 DEG. 57'36"W., A DISTANCE OF 335.75 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A 20 FOOT INGRESS/EGRESS EASEMENT LYING 10 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 11 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA; THENCE EAST, ALONG THE NORTH LINE OF SAID SECTION, 1518.00 FEET; THENCE 5.01 DEG. 14'18"E., A DISTANCE OF 3,119.32 FEET TO A POINT ON THE CENTERLINE OF HUNTER AVENUE; THENCE CONTINUE 5.01 DEG. 14'28"E., A DISTANCE OF 33.29 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID HUNTER AVENUE, (BEING A 66 FOOT RIGHT-OF-WAY), THENCE ALONG SAID SOUTH RIGHT OF WAY 5.83 DEG. 36'38"E., A DISTANCE OF 58.68 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY OF U.S. HIGHWAY NO 441 (STATE ROAD NO 25), BEING A 184 FOOT RIGHT-OF-WAY; THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 5.39 DEG. 58'18"E., A DISTANCE OF 276.90 FEET TO THE POINT OF BEGINNING. THENCE LEAVING SAID RIGHT OF WAY, S.18 DEG. 34'02"W., A DISTANCE OF 117.23 FEET, THENCE 5.61 DEG. 24'42"W., A DISTANCE OF 52.23 FEET; THENCE S.33 DEG. 28'58"W., A DISTANCE OF 45.56 FEET TO THE POINT OF TERMINUS.

SAID PARCEL 1 AND PARCEL 2 BEING ONE AND THE SAME AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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FOR A POINT OF REFERENCE, BEGIN AT THE MOST NORTHWESTERLY CORNER OF PARCEL 1 AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 4547, PAGE 128; THENCE SOUTH 1°24'14" EAST, ALONG THE WEST BOUNDARY LINE OF SAID PARCEL 1, A DISTANCE OF 73.97 FEET TO THE NORTH RIGHT OF WAY LINE OF SOUTHEAST 165TH AVENUE (66 FOOT RIGHT OF WAY); THENCE SOUTH 82°39'48" EAST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 613.64 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1533.05 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 76°54'48" EAST, 281.45 FEET; THENCE SOUTHEASTERLY ALONG SAID NORTH RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°32'01", AND AN ARC LENGTH OF 281.84 FEET TO A REVERSE CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 50.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 29°33'40" EAST, 100.00 FEET; THENCE NORTHEASTERLY ALONG SAID NORTH RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 180°00'00", AND AN ARC LENGTH OF 157.08 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF US HIGHWAY NO. 441 (184 FOOT RIGHT OF WAY) AND TO A REVERSE CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 17188.74 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 40°44'26" WEST, 467.74 FEET; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°33'33", AND AN ARC LENGTH OF 467.75 FEET TO THE END OF SAID CURVE; THENCE NORTH 40°01'58" WEST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 81.46 FEET TO THE NORTHERN MOST CORNER OF SAID PARCEL 1; THENCE SOUTH 49°57'20" WEST, ALONG THE NORTHERLY LINE OF SAID PARCEL 1, A DISTANCE OF 290.35 FEET; THENCE NORTH 40°03'58" WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 150.09 FEET TO THE BOUNDARY OF PARCEL 2 OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4547, PAGE 128; THENCE THE FOLLOWING EIGHT (8) COURSES ALONG THE BOUNDARY OF SAID PARCEL 2; (1) THENCE NORTH 12°51'16" WEST, A DISTANCE OF 248.96 FEET; (2) THENCE NORTH 03°58'40" WEST, A DISTANCE OF 107.90 FEET; (3) THENCE SOUTH 86°20'35" WEST, A DISTANCE OF 48.75 FEET; (4) THENCE SOUTH 03°39'06" EAST, A DISTANCE OF 17.70 FEET; (5) THENCE SOUTH 86°20'28" WEST, A DISTANCE OF 64.17 FEET; (6) THENCE SOUTH 03°39'11" EAST, A DISTANCE OF 90.16 FEET; (7) THENCE NORTH 86°21'26" EAST, A DISTANCE OF 83.18 FEET; (8) THENCE SOUTH 12°52'22" EAST, A DISTANCE OF 261.11 FEET; THENCE SOUTH 40°00'09" EAST, A DISTANCE OF 137.34 FEET TO THE AFOREMENTIONED NORTHERLY LINE OF PARCEL 1; THENCE SOUTH 73°04'30" WEST, ALONG SAID NORTHERLY LINE OF PARCEL 1, A DISTANCE OF 332.54 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A 20 FOOT INGRESS/EGRESS EASEMENT LYING 10 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 11 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA; THENCE EAST, ALONG THE NORTH LINE OF SAID SECTION, 1518.00 FEET; THENCE 5.01 DEG. 14'18"E., A DISTANCE OF 3,119.32 FEET TO A POINT ON THE CENTERLINE OF HUNTER AVENUE; THENCE CONTINUE 5.01 DEG. 14'28"E., A DISTANCE OF 33.29 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID HUNTER AVENUE, (BEING A 66 FOOT RIGHT-OF-WAY), THENCE ALONG SAID SOUTH RIGHT OF WAY 5.83 DEG. 36'38"E., A DISTANCE OF 58.68 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY OF U.S. HIGHWAY NO 441 (STATE ROAD NO 25), BEING A 184 FOOT RIGHT-OF-WAY; THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 5.39 DEG. 58'18"E., A DISTANCE OF 276.90 FEET TO THE POINT OF BEGINNING. THENCE LEAVING SAID RIGHT OF WAY, 5.18 DEG. 34'02"W., A DISTANCE OF 117.23 FEET, THENCE 5.61 DEG. 24'42"W., A DISTANCE OF 52.23 FEET; THENCE 5.33 DEG. 28'58"W., A DISTANCE OF 45.56 FEET TO THE POINT OF TERMINUS.