

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.

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