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BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA

LEASE AGREEMENT
EVERGREEN CEMETARY

Lease Number 4106

THIS LEASE AGREEMENT, made and entered into this 18th day of April 1996, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA hereinafter referred to as "LESSOR," and ALACHUA COUNTY, hereinafter referred to as "LESSEE."

LESSOR, for and in consideration of mutual covenants and agreements hereinafter contained, does hereby lease to said LESSEE the lands described in Paragraph 2 below, together with the improvements thereon, and subject to the following terms and conditions:

1. DELEGATIONS OF AUTHORITY: LESSOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, Department of Environmental Protection.

2. DESCRIPTION OF PREMISES: The property subject to this lease, is situated in the County of Alachua, State of Florida and is more particularly described in Exhibit A attached hereto and hereinafter referred to as the "leased premises".

3. TERM: The term of this lease shall be for a period of fifty (50) years commencing on April 18, 1996 and ending on April 17, 2046, unless sooner terminated pursuant to the provisions of this lease.

4. PURPOSE: The LESSEE shall manage the leased premises only for the establishment and operation of a cemetery, along with other related uses necessary for the accomplishment of this purpose as designated in the Management Plan required by paragraph 8 of this lease.

5. QUIET ENJOYMENT AND RIGHT OF USE: LESSEE shall have the right of ingress and egress to, from and upon the leased

premises for all purposes necessary to the full quiet enjoyment by said LESSEE of the rights conveyed herein.

6. UNAUTHORIZED USE: LESSEE shall, through its agents and employees, prevent the unauthorized use of the leased premises or any use thereof not in conformance with this lease.

7. ASSIGNMENT: This lease shall not be assigned in whole or in part without the prior written consent of LESSOR. Any assignment made either in whole or in part without the prior written consent of LESSOR shall be void and without legal effect.

8. MANAGEMENT PLAN: LESSEE shall prepare and submit a Management Plan for the leased premises, in accordance with Chapters 18-2 and 18-4, Florida Administrative Code, within twelve months of the effective date of this lease. The Management Plan shall be submitted to LESSOR for approval through the Division of State Lands. The leased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the leased premises without the prior written approval of LESSOR until the Management Plan is approved. LESSEE shall provide LESSOR with an opportunity to participate in all phases of preparing and developing the Management Plan for the leased premises. The Management Plan shall be submitted to LESSOR in draft form for review and comments within ten months of the effective date of this lease. LESSEE shall give LESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the leased premises. LESSEE shall not proceed with development of said leased premises including, but not limited to, funding, permit application, design or building contracts, until the Management Plan required herein has been submitted and approved. Any financial commitments made by LESSEE which are not in compliance with the terms of this lease shall be done at LESSEE'S own risk. The Management Plan shall emphasize the original management concept as approved by LESSOR on the effective date of this lease which established the primary public purpose for which the leased premises are to be managed. The

approved Management Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by LESSEE and LESSOR at least every five (5) years. LESSEE shall not use or alter the leased premises except as provided for in the approved Management Plan without the prior written approval of LESSOR. The Management Plan prepared under this lease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Management Plan.

9. EASEMENTS: All easements including, but not limited to, utility easements are expressly prohibited without the prior written approval of LESSOR. Any easement not approved in writing by LESSOR shall be void and without legal effect.

10. SUBLEASES: This agreement is for the purposes specified herein and subleases of any nature are prohibited, without the prior written approval of LESSOR. Any sublease not approved in writing by LESSOR shall be void and without legal effect.

11. RIGHT OF INSPECTION: LESSOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect the leased premises and the works and operations of LESSEE in any matter pertaining to this lease.

12. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures, improvements, and signs shall be constructed at the expense of LESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of LESSOR as to purpose, location and design. Further, no trees, other than non-native species, shall be removed or major land alterations done without the prior written approval of LESSOR. Removable equipment and removable improvements placed on the leased premises by LESSEE which do not become a permanent part of the leased premises will remain the property of LESSEE and may be removed by LESSEE upon termination of this lease.

13. INSURANCE REQUIREMENTS: During the term of this lease LESSEE shall procure and maintain policies of fire, extended risk, and liability insurance coverage. The extended risk and

fire insurance coverage shall be in an amount equal to the full insurable replacement value of any improvements or fixtures located on the leased premises. The liability insurance coverage shall be in amounts not less than \$100,000.00 per occurrence and \$200,000.00 per accident for personal injury, death, and property damage on the leased premises. Such policies of insurance shall name LESSOR, the State of Florida and LESSEE as co-insureds. LESSEE shall submit written evidence of having procured all insurance policies required herein prior to the effective date of this lease and shall submit annually thereafter, written evidence of maintaining such insurance policies to the Bureau of Land Management Services, Division of State Lands, Department of Environmental Protection, Mail Station 130, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399. LESSEE shall purchase all policies of insurance from a financially-responsible insurer duly authorized to do business in the State of Florida. Any certificate of self-insurance shall be issued or approved by the Insurance Commissioner, State of Florida. The certificate of self-insurance shall provide for casualty and liability coverage. LESSEE shall immediately notify LESSOR and the insurer of any erection or removal of any building or other improvement on the leased premises and any changes affecting the value of any improvements and shall request the insurer to make adequate changes in the coverage to reflect the changes in value. LESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage, and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this lease.

14. LIABILITY: Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

15. PAYMENT OF TAXES AND ASSESSMENTS: LESSEE shall assume full responsibility for and shall pay all liabilities that accrue to the leased premises or to the improvements thereon, including any and all ad valorem taxes and drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the leased premises.

16. NO WAIVER OF BREACH: The failure of LESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this lease shall not be construed as a waiver of such covenants, terms or conditions, but the same shall continue in full force and effect, and no waiver of LESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by LESSOR.

17. TIME: Time is expressly declared to be of the essence of this lease.

18. NON DISCRIMINATION: LESSEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the leased premises or upon lands adjacent to and used as an adjunct of the leased premises.

19. UTILITY FEES: LESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the leased premises and for having all utilities turned off when the leased premises are surrendered.

20. MINERAL RIGHTS: This lease does not cover petroleum or petroleum products or minerals and does not give the right to LESSEE to drill for or develop the same, and LESSOR specifically reserves the right to lease the leased premises for purpose of exploring and recovering oil and minerals by whatever means appropriate; provided, however, that LESSEE named herein shall be fully compensated for any and all damages that might result to

the leasehold interest of said LESSEE by reason of such exploration and recovery operations.

21. RIGHT OF AUDIT: LESSEE shall make available to LESSOR all financial and other records relating to this lease, and LESSOR shall have the right to either audit such records at any reasonable time or require the submittal of an annual independent audit by a Certified Public Accountant during the term of this lease. This right shall be continuous until this lease expires or is terminated. This lease may be terminated by LESSOR should LESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this lease, pursuant to the provisions of Chapter 119, Florida Statutes.

22. CONDITION OF PREMISES: LESSOR assumes no liability or obligation to LESSEE with reference to the condition of the leased premises. The leased premises herein are leased by LESSOR to LESSEE in an "as is" condition, with LESSOR assuming no responsibility for the care, repair, maintenance or improvement of the leased premises for the benefit of LESSEE.

23. COMPLIANCE WITH LAWS: LESSEE agrees that this lease is contingent upon and subject to LESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

24. NOTICE: All notices given under this lease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. LESSOR and LESSEE hereby designate their address as follows:

LESSOR: Department of Environmental Protection
Division of State Lands
Bureau of Land Management Services
3900 Commonwealth Boulevard, Mail Station 130
Tallahassee, Florida 32399

LESSEE: Board of County Commissioners
c/o County Manager
Post Office Box 2877
Gainesville, Florida 32602

25. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should LESSEE breach any of the covenants, terms, or conditions of this lease, LESSOR shall give written notice to LESSEE to remedy such breach within sixty days of such notice. In the event LESSEE fails to remedy the breach to the satisfaction of LESSOR within sixty days of receipt of written notice, LESSOR may either terminate this lease and recover from LESSEE all damages LESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the leased premises and attorneys' fees or maintain this lease in full force and effect and exercise all rights and remedies herein conferred upon LESSOR.

26. DAMAGE TO THE PREMISES: (A) LESSEE shall not do, or suffer to be done, in, on or upon the leased premises or as affecting said leased premises, any act which may result in damage or depreciation of value to the leased premises, or adjacent properties, or any part thereof. (B) LESSEE shall not generate, store, produce, place, treat, release or discharge any contaminants, pollutants or pollutin, including, but not limited to, hazardous or toxic substances, chemicals or other agents, on into, or from the leased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this lease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adpted by the United State Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substances, material, pollutant or contaminant. "Pollutants" and "pollution shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of LESSEE'S failure to cmply with this paragraph, LESSEE shall, at its sole cost and expense,

promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the leased premises, and (2) all off-site ground and surface waters and lands affected by LESSEE'S such failure to comply, as may be necessary to bring the leased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders, and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. LESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this lease. This paragraph shall not be construed as a limitation upon LESSEE'S obligations regarding indemnification and payment of costs and fees as set forth in Paragraph 14 of this lease, nor upon any other obligations or responsibilities of LESSEE as set forth herein. Nothing herein shall relieve LESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by LESSEE'S activities or facilities. Upon discovery of a release of a hazardous substances or pollutant, or any other violation of local, state, or federal law, ordinance, code, rule, regulation order or decree relating to the generation, storage, production, placement, treatment, release, or discharge of any contaminant, LESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to LESSOR, all within the reporting period of the applicable governmental agencies.

27. SURRENDER OF PREMISES: Upon termination or expiration of this lease, LESSEE shall surrender the leased premises to LESSOR. In the event no further use of the leased premises or any part thereof is needed, LESSEE shall give written notification to LESSOR and the Bureau of Land Management Services, Division of State Lands, Department of Environmental Protection, Mail Station 130, 3900 Commonwealth Boulevard,

Tallahassee, Florida 32399 at least six months prior to the release of any or all of the leased premises. Notification shall include a legal description, this lease number, and an explanation of the release. The release shall only be valid if approved by LESSOR through the execution of a release of lease instrument with the same formality as this lease. Upon release of all or any part of the leased premises or upon termination or expiration of this lease, all improvements, including both physical structures and modifications to the leased premises shall become the property of LESSOR, unless LESSOR gives written notice to LESSEE to remove any or all such improvements at the expense of LESSEE. The decision to retain any improvements upon termination or expiration of this lease shall be at LESSOR'S sole discretion. Prior to surrender of all or any part of the leased premises a representative of the Division of State Lands shall perform an on-site inspection and the keys to any building on the leased premises shall be turned over to the Division. If the improvements, do not meet all conditions as set forth in paragraphs 19 and 34 herein, LESSEE shall pay all costs necessary to meet the prescribed conditions.

28. BEST MANAGEMENT PRACTICES: LESSEE shall implement applicable Best Management Practices for all activities conducted under this lease in compliance with paragraph 18-2.004(1)(d), Florida Administrative Code, which have been selected, developed, or approved by LESSOR or other land managing agencies for the protection and enhancement of the leased premises.

29. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the leased premises is held by LESSOR. LESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the leased premises including, but not limited to, mortgages or construction liens against the leased premises or against any interest of LESSOR therein.

30. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this lease shall be ruled by a court of competent jurisdiction, to be invalid, void, or unenforceable, the

remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

31. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this lease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources. The Management Plan prepared pursuant to Chapters 18-2 and 18-4, Florida Administrative Code, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the leased premises.

32. SOVEREIGNTY SUBMERGED LANDS: This Lease does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

33. ENTIRE UNDERSTANDING: This lease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of LESSOR.

34. MAINTENANCE OF IMPROVEMENTS: LESSEE shall maintain the real property contained within the leased premises and any improvements located thereon, in a state of good condition, working order and repair including, but not limited to, keeping the leased premises free of trash or litter, maintaining all planned improvements as set forth in the approved Management Plan, meeting all building and safety codes in the location situated and maintaining any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this lease.

35. GOVERNING LAW: This lease shall be governed by and interpreted according to the laws of the State of Florida.

36. ADMINISTRATIVE FEE: LESSEE shall pay LESSOR an annual administrative fee of \$300.00. The initial annual administrative

fee shall be payable within thirty days from the date of execution of this lease agreement and shall be prorated based on the number of months or fraction thereof remainin in the fiscal year of execution. For purposes of this lease agreement, the fiscal year shall be the period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable on July 1 of each subsequent year.

37. SECTION CAPTIONS: Articles, subsections and other captions contained in this lease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this lease or any provisions thereof.

IN WITNESS WHEREOF, the parties have caused this lease to be executed on the day and year first above written.

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

By: Daniel T. Crabb (SEAL)
CHIEF, BUREAU OF LAND MANAGEMENT SERVICES, DIVISION OF STATE LANDS, FLORIDA DEPARTMENT OF ENVIRONEMTAL PROTECTION

"LESSOR"

Bonnie Wilson
Witness
Bonnie Wilson
Print/Type Witness Name
Cassandra Bazelaïs
Witness
CASSANDRE BAZELAÏS
Print/Type Witness Name

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 15th day of April, 1996, by Daniel T. Crabb, as Chief, Bureau of Land Management Services, Division of State Lands, Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally know to me.

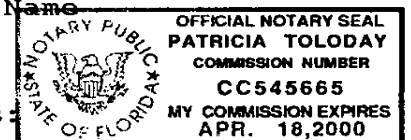
(SEAL)

Patricia Toloday
Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:



Approved as to Form and Legality

By: Sandy Hesi
DEP Attorney

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

BY: Margaret Eppes (SEAL)

MARGARET EPPES
Print/Type Name

Its: _____

Witness _____

Print/Type Witness Name _____

Witness _____

Print/Type Witness Name _____

STATE OF FLORIDA
COUNTY OF ALACHUA

"LESSEE"
ATTEST J.K. Buddy Kirby
J.K. "BUDDY" KIRBY, CLERK

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____, as _____, Board of County Commissioners of Alachua County, Florida. He/she is personally know to me.

(SEAL)

Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

APPROVED AS TO FORM

David N. Wagoner
Alachua County Attorney

EXHIBIT A

LEGAL DESCRIPTION OF THE LEASED PREMISES

A PORTION OF SECTION 9, TOWNSHIP 10 SOUTH, RANGE 20 EAST, CITY OF GAINESVILLE, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND RAILROAD SPIKE AT THE SOUTHEAST CORNER OF SECTION 9, TOWNSHIP 10 SOUTH, RANGE 20 EAST, AND RUN THENCE SOUTH 89°26'30" WEST ALONG THE SOUTH BOUNDARY OF SAID SECTION 9, AS PER PLAT OF EVERGREEN CEMETERY RECORDED IN PLAT BOOK "C", PAGE 56 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, A DISTANCE OF 2219.41 FEET TO THE EASTERLY BOUNDARY OF SAID EVERGREEN CEMETERY; THENCE NORTH 01°14'12" EAST, ALONG SAID EASTERLY BOUNDARY OF EVERGREEN CEMETERY (PLAT BOOK "C", PAGE 56), A DISTANCE OF 146.61 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN DEED BOOK 144, PAGE 85 OF SAID PUBLIC RECORDS; THENCE CONTINUE NORTH 01°14'12" EAST, ALONG SAID EASTERLY BOUNDARY OF EVERGREEN CEMETERY (PLAT BOOK "C", PAGE 56), AND ALONG THE EAST BOUNDARY OF SAID PARCEL OF LAND (DEED BOOK 144, PAGE 85), A DISTANCE OF 45.91 FEET TO A SET CONCRETE MONUMENT AND DISK LABELED PRM - LB 2389 AT THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE NORTH 01°14'12" EAST, ALONG THE EAST BOUNDARY OF SAID PARCEL OF LAND (DEED BOOK 144, PAGE 85), A DISTANCE OF 158.93 FEET TO A SET CONCRETE MONUMENT AND DISK LABELED PRM - LB 2389; THENCE NORTH 87°57'06" WEST, 276.06 FEET TO A SET CONCRETE MONUMENT AND DISK LABELED PRM - LB 2389 ON SAID EASTERLY BOUNDARY OF EVERGREEN CEMETERY (PLAT BOOK "C", PAGE 56); THENCE SOUTH 00°10'24" EAST, ALONG SAID EASTERLY BOUNDARY OF EVERGREEN CEMETERY (PLAT BOOK "C", PAGE 56), A DISTANCE OF 159.04 FEET TO A FOUND CONCRETE MONUMENT WITH NO IDENTIFICATION; THENCE SOUTH 87°57'06" EAST, ALONG SAID EASTERLY BOUNDARY OF EVERGREEN CEMETERY (PLAT BOOK "C", PAGE 56), A DISTANCE OF 272.15 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.00 ACRE, MORE OR LESS.

October 11, 1995

Ms. Teresa Scott, P.E.
Assistant Public Works Director
Alachua County Public Works Department
P.O. Box 1188
Gainesville, Fl 32602-1188

Re: Boundary Survey of 1 Acre Parcel on the Tacachale Property at Evergreen Cemetery

Dear Teresa:

Attached please find 6 signed and sealed prints, 1 signed and sealed mylar, 1 signed and sealed legal description and 2 highlighted unsigned prints of the above referenced survey together with an invoice for same.

On October 3, 1995 I met with Mr. Gary R. Clemmons, Utilities and Maintenance Supervisor II for the District III Tacachale and Barbara Loehr, Social Services Director for Alachua County, and finalized the location of the 1 acre parcel.

The highlighted prints are for Mr. Clemmons use in his correspondence with DEP concerning several facts disclosed during our survey. The parcel outlined in yellow is the original State parcel as recorded in Deed Book 144, page 85. The purple area is the approximate location of SE 21st Avenue, which crosses the original State parcel (Deed Book 144, page 85). The area highlighted in blue is an overlap of Evergreen Cemetery as recorded in Plat Book C, page 56 with the original State parcel (Deed Book 144, page 85). There are grave sites on the southern portion of the area highlighted in blue, therefore the State may want to consider deeding that portion of their original parcel to the City of Gainesville as owner of Evergreen Cemetery. These factors do not affect the 1 acre parcel being deeded to the County since we have placed the 1 acre outside of those overlap areas.

If you have any questions or need any further information please feel free to call.

Sincerely,



Eng, Denman & Associates, Inc.
David H. Denman, PLS

Encl.
DHD/tm

alcty/evgn

October 9, 1995

Legal Description for Alachua County Public Works Department
1 Acre Parcel at Evergreen Cemetary to be aquired by Alachua County

A portion of Section 9, Township 10 South, Range 20 East, City of Gainesville, Alachua County, Florida, being more particularly described as follows:

Commence at a found railroad spike at the southeast corner of Section 9, Township 10 South, Range 20 East, and run thence South $89^{\circ}26'30''$ West along the south boundary of said Section 9, as per plat of Evergreen Cemetery recorded in Plat Book "C", page 56 of the Public Records of Alachua County, Florida, a distance of 2219.41 feet to the easterly boundary of said Evergreen Cemetery; thence North $01^{\circ}14'12''$ East, along said easterly boundary of Evergreen Cemetery (Plat Book "C", page 56), a distance of 146.61 feet to the southeast corner of that certain parcel of land as described in Deed Book 144, page 85 of said Public Records; thence continue North $01^{\circ}14'12''$ East, along said easterly boundary of Evergreen Cemetery (Plat Book "C", page 56), and along the east boundary of said parcel of land (Deed Book 144, page 85), a distance of 45.91 feet to a set concrete monument and disk labeled PRM - LB 2389 at the Point of Beginning of the herein described parcel of land; thence continue North $01^{\circ}14'12''$ East, along the east boundary of said parcel of land (Deed Book 144, page 85), a distance of 158.93 feet to a set concrete monument and disk labeled PRM - LB 2389; thence North $87^{\circ}57'06''$ West, 276.06 feet to a set concrete monument and disk labeled PRM - LB 2389 on said easterly boundary of Evergreen Cemetery (Plat Book "C", page 56); thence South $00^{\circ}10'24''$ East, along said easterly boundary of Evergreen Cemetery (Plat Book "C", page 56), a distance of 159.04 feet to a found concrete monument with no identification; thence South $87^{\circ}57'06''$ East, along said easterly boundary of Evergreen Cemetery (Plat Book "C", page 56), a distance of 272.15 feet to the Point of Beginning.

Containing 1.00 Acre, more or less.

evergrm.sam, page 5

Prepared by: Eng. Denman & Associates, Inc.
David H. Denman, P.L.S.
Florida Certificate No. 3737
LB 2389



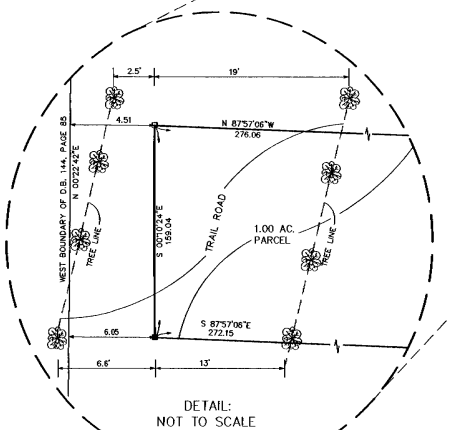
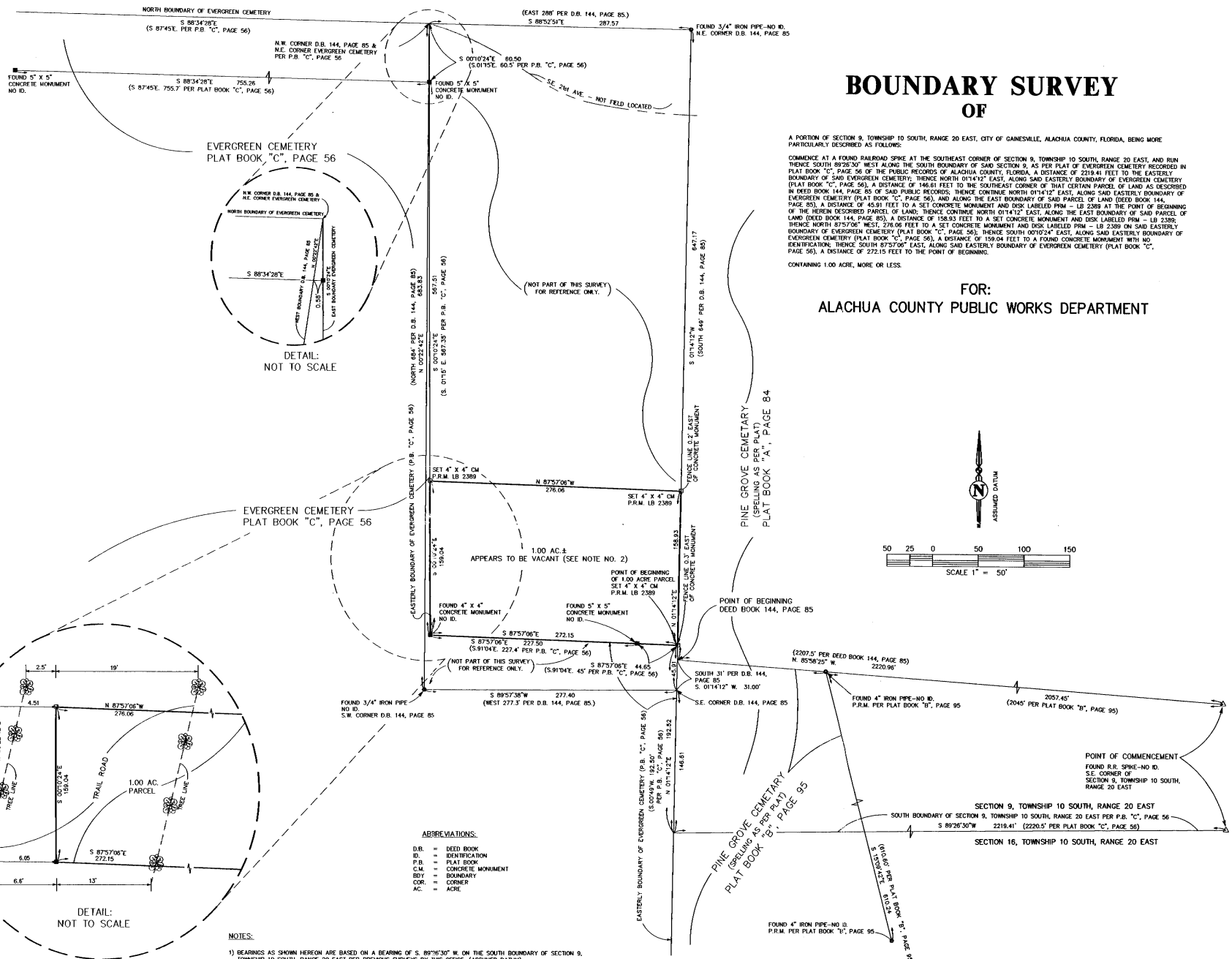
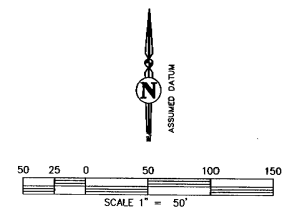
BOUNDARY SURVEY OF

A PORTION OF SECTION 9, TOWNSHIP 10 SOUTH, RANGE 20 EAST, CITY OF GAINESVILLE, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND RAILROAD SPIKE AT THE SOUTHEAST CORNER OF SECTION 9, TOWNSHIP 10 SOUTH, RANGE 20 EAST, AND RUN THENCE SOUTH 89°20'30" WEST ALONG THE SOUTH BOUNDARY OF SAID SECTION 9, AS PER PLAT OF EVERGREEN CEMETERY RECORDED IN PLAT BOOK "C", PAGE 56 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, A DISTANCE OF 2218.41 FEET TO THE EASTERLY BOUNDARY OF SAID EVERGREEN CEMETERY; THENCE NORTH 01°14'12" EAST ALONG SAID EASTERLY BOUNDARY OF EVERGREEN CEMETERY (PLAT BOOK "C", PAGE 56), A DISTANCE OF 146.81 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN DEED BOOK 144, PAGE 85 OF SAID PUBLIC RECORDS; THENCE CONTINUE NORTH 01°14'12" EAST, ALONG SAID EASTERLY BOUNDARY OF EVERGREEN CEMETERY (PLAT BOOK "C", PAGE 56), A DISTANCE OF 158.83 FEET TO A SET CONCRETE MONUMENT AND DISK LABELED PRM - LB 2389 AT THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE NORTH 01°14'12" EAST, ALONG THE EAST BOUNDARY OF SAID PARCEL OF LAND (DEED BOOK 144, PAGE 85), A DISTANCE OF 158.83 FEET TO A SET CONCRETE MONUMENT AND DISK LABELED PRM - LB 2389; THENCE NORTH 87°57'06" WEST, 276.06 FEET TO A SET CONCRETE MONUMENT AND DISK LABELED PRM - LB 2389 ON SAID EASTERLY BOUNDARY OF EVERGREEN CEMETERY (PLAT BOOK "C", PAGE 56); THENCE SOUTH 00°07'04" EAST, ALONG SAID EASTERLY BOUNDARY OF EVERGREEN CEMETERY (PLAT BOOK "C", PAGE 56), A DISTANCE OF 159.04 FEET TO A FOUND CONCRETE MONUMENT WITH NO IDENTIFICATION; THENCE SOUTH 87°57'06" EAST, ALONG SAID EASTERLY BOUNDARY OF EVERGREEN CEMETERY (PLAT BOOK "C", PAGE 56), A DISTANCE OF 272.15 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.00 ACRE, MORE OR LESS.

FOR:
ALACHUA COUNTY PUBLIC WORKS DEPARTMENT



- ABBREVIATIONS:**
- D.B. = DEED BOOK
 - I.D. = IDENTIFICATION
 - P.B. = PLAT BOOK
 - C.M. = CONCRETE MONUMENT
 - BDY = BOUNDARY
 - COR = CORNER
 - AC. = ACRE

- NOTES:**
- 1) BEARINGS AS SHOWN HEREON ARE BASED ON A BEARING OF S. 89°36'30" W. ON THE SOUTH BOUNDARY OF SECTION 9, TOWNSHIP 10 SOUTH, RANGE 20 EAST PER PREVIOUS SURVEYS BY THIS OFFICE. (ASSUMED DATUM)
 - 2) THE ONE ACRE PARCEL SHOWN HEREON DOES NOT CONTAIN ANY ABOVE GROUND INDICATIONS OF GRAVES, HOWEVER THE SURVEYOR MAKES NO GUARANTEE THAT UNMARKED GRAVES DO NOT EXIST ON THE PARCEL.
 - 3) THE TITLE TO THESE LANDS DESCRIBED IN DEED BOOK 144, PAGE 85 WAS CONVEYED TO THE STATE OF FLORIDA, TRUSTEES OF THE INTERNAL IMPROVEMENT FUND BY INSTRUMENT FILED IN OFFICIAL RECORD BOOK 657, PAGES 347 & 348 (TRACT 7)
 - 4) THE RAILROAD SPIKE FOUND AT THE SOUTHEAST CORNER OF SECTION 9, TOWNSHIP 10 SOUTH, RANGE 20 EAST IS THE SAME CORNER IDENTIFIED IN CERTIFIED CORNER RECORD NO. 32109 AND THE WITNESSES SHOWN IN SAID CORNER RECORD STILL EXIST. HOWEVER NO NEW CERTIFIED CORNER RECORD HAS BEEN FILED BY THIS OFFICE.
 - 5) THERE MAY BE OTHER RESTRICTIONS THAT MAY AFFECT THE HEREON DESCRIBED LANDS WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

THIS DRAWING IS INVALID WITHOUT THE SIGNATURE AND EMBOSSED SEAL OF THE SURVEYOR. **COPYRIGHT © 1995**

828 & 652	58	10/5/95	10/10/95
Taskbook	Page	Field Work Completed	Drawing Completed

ENG. DENMAN & ASSOC. INC.
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2404 N.W. 43rd ST.
GAINESVILLE, FLORIDA 32608-6602
TEL. (352) 373-5544 FAX (352) 373-7289

CERTIFIED TO: 1) ALACHUA COUNTY PUBLIC WORKS DEPARTMENT
2) STATE OF FLORIDA - D.E.P.

I HEREBY CERTIFY THAT A SURVEY OF THE TYPE DESCRIBED HEREON WAS MADE UNDER MY RESPONSIBLE SUPERVISION AND THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 49017-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 492.02 (1995), FLORIDA STATUTES. THIS SURVEY DENOTES THE SITE CONDITIONS AS OF 10/2/95.

DAVID I. DENMAN
DND/DIM
Registered Professional Surveyor No. 3737

EVERETT, INC.
Oct. 11, 1995
10:06:46 - TROYCAD

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