

This Lease was prepared by:
Christopher Crenshaw
Bureau of Public Land Administration
Division of State Lands
Department of Environmental Protection, MS 130
3900 Commonwealth Boulevard,
Tallahassee, Florida 32399-3000
AID# 43517

OAL2
[69.42 +/- acres]

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

LEASE AGREEMENT

Lease Number 4857

THIS LEASE AGREEMENT, made and entered into this 26th day of October, 2021, by and between the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA** hereinafter referred to as "LESSOR," and **ALACHUA COUNTY, FLORIDA**, a political subdivision of the State of Florida, 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, State of Florida Department of Environmental Protection.
2. **DESCRIPTION OF PREMISES:** The property subject to this lease contains approximately **69.42** acres, is situated in the County of **Alachua**, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter called the "leased premises".
3. **TERM:** The term of this lease shall be for a period of **50** years commencing on November 15, 2021, and ending on November 14, 2071, unless sooner terminated pursuant to the provisions of this lease.
4. **PURPOSE:** LESSEE shall manage the leased premises only for the conservation and protection of natural and historical resources and for resource based public outdoor activities and education which are compatible with the conservation

and protection of these public lands, as set forth in subsection 259.032(1), Florida Statutes, 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 conformity with this lease.

7. **ASSIGNMENT:** This lease shall not be assigned in whole or in part without the prior written consent of LESSOR, which consent shall not be unreasonably withheld. 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 Section 253.034, Florida Statutes and subsection 18-2.021(4), Florida Administrative Code. The Management Plan shall be submitted to LESSOR for approval through the Division of State Lands, State of Florida Department of Environmental Protection. 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 applications, 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 at the time of acquisition which established the primary public purpose for which the leased premises were acquired. The approved Management Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by LESSEE and LESSOR. 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 of any nature including, but not limited to, utility easements are required to be granted by LESSOR. LESSEE is not authorized to grant any easements of any nature and any easement granted by LESSEE shall be void and without legal effect.

10. **SUBLEASES**: This lease 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 to reasonably 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 and improvements 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 by LESSEE 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 before or 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 \$200,000 per person and \$300,000 per incident or occurrence for personal injury, death, and property damage on the leased premises. During the term of this lease, if Section 768.28, Florida Statutes, or its successor statute is subsequently amended to increase the amount of the liability coverages specified herein, LESSEE shall immediately obtain liability coverage for the increased amounts. 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 Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. LESSEE shall purchase all policies of insurance from a financially-responsible insurer duly authorized to do

business in the State of Florida. In lieu of purchasing insurance, LESSEE may elect to self-insure these coverages. Any certificate of self-insurance shall be issued or approved by the Chief Financial Officer, 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**: LESSEE shall assist in the investigation of injury or damage claims either for or against LESSOR or the State of Florida pertaining to LESSEE'S respective areas of responsibility under this lease or arising out of LESSEE'S respective management programs or activities and shall contact LESSOR regarding the legal action deemed appropriate to remedy such damage or claims. LESSEE is responsible for, and, to the extent allowed by law, shall indemnify, protect, defend, save and hold harmless LESSOR and the State of Florida, its officers, agents and employees from any and all damages, claims, costs, expense, including attorney's fees, demands, lawsuits, causes of action or liability of any kind or nature arising out of all personal injury and property damage attributable to the negligent acts or omissions of LESSEE, and its officers, employees, and agents. Nothing herein shall be construed as 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. In the event LESSEE subcontracts any part or all of the work performed in the leased premises, the LESSEE shall require each and every subcontractor to identify the LESSOR as an additional insured on all insurance policies required by the LESSEE. Any contract awarded by LESSEE for work in the leased premises shall include a provision whereby the LESSEE'S subcontractor agrees to indemnify, pay on behalf, and hold the LESSOR harmless for all injuries and damages arising in connection with the LESSEE'S subcontract.

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

premises subsequent to the effective date of this lease. In no event shall the LESSEE be held liable for such liabilities which arose prior to the effective date of this lease.

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 the 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.

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 audit such records at any reasonable time 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 Section 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: State of Florida Department of Environmental Protection
Division of State Lands
Bureau of Public Land Administration, MS 130
3800 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

LESSEE: Alachua County, Florida
Environmental Protection Department
408 W University Avenue
Suite 106
Gainesville, Florida 32601

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 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 or adjacent properties, 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 pollution, 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 adopted by the United States 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, substance, 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 comply 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 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 substance 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 periods of the applicable governmental agencies. This paragraph shall not be deemed to apply to any conditions existing prior to the effective date of this lease.

27. **ENVIRONMENTAL AUDIT:** At LESSOR'S discretion, LESSEE shall provide LESSOR with a current Phase I environmental site assessment conducted in accordance with the State of Florida Department of Environmental Protection, Division of State Lands' standards prior to termination of this lease, and if necessary a Phase II environmental site assessment.

28. **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 the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection ("Division"), Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, 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 shall perform an on-site inspection and the keys to any building on the leased premises shall be turned over to the Division.

29. **BEST MANAGEMENT PRACTICES:** LESSEE shall implement applicable Best Management Practices for all activities conducted under this lease in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code, which have been selected, developed, or approved by LESSOR, LESSEE or other land managing agencies for the protection and enhancement of the leased premises.

30. **PUBLIC LANDS ARTHROPOD CONTROL PLAN:** LESSEE shall identify and subsequently designate to the respective arthropod control district or districts within one year of the effective date of this lease all of the environmentally sensitive and biologically highly productive lands contained within the leased premises, in accordance with Section 388.4111, Florida Statutes and Chapter 5E-13, Florida Administrative Code, for the purpose of obtaining a public lands arthropod control plan for such lands.

31. **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.

32. **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 of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

33. **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 State of Florida Department of State, Division of Historical Resources. The Management Plan prepared pursuant to Chapter 18-2 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.

34. **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.

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

36. **MAINTENANCE OF IMPROVEMENTS:** LESSEE shall maintain the real property contained within the leased premises and the improvements located thereon, in a state of good condition, working order and repair including, but not limited to, removing all trash or litter, maintaining all planned improvements as set forth in the approved Management Plan, and meeting all building and safety codes. LESSEE shall maintain 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.

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

38. **SIGNS:** LESSEE shall ensure that the area is identified as being publicly owned and operated as a public facility in all signs, literature and advertising. If federal grants or funds are used by LESSEE for any project on the leased premises LESSEE shall erect signs identifying the leased premises as a federally assisted project.

39. **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.

40. **ADMINISTRATIVE FEE:** LESSEE shall pay LESSOR an annual administrative fee of \$300 pursuant to subsection 18-2.021(8), Florida Administrative Code. 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 remaining 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.

41. **RIGHT OF TERMINATION:** Anything contained in this lease to the contrary notwithstanding, LESSOR shall have the right and option to terminate this lease, at will, for any reason whatsoever, by giving the LESSEE written notice of such

election to terminate at least six (6) months prior to the effective date of such termination. LESSEE shall continue to honor its obligations under the lease until the effective date of the termination, including LESSEE's obligations concerning surrender of the leased premises.

42. **ELECTRONIC SIGNATURES**: This lease may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

[Remainder of page intentionally left blank; Signature page follows]

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: _____

(SEAL)

Brad Richardson, Chief, Bureau of Public Land
Administration, Division of State Lands,
State of 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

APPROVED SUBJECT TO PROPER EXECUTION:

DEP Attorney

08-06-2021

Date

"LESSOR"

ALACHUA COUNTY, FLORIDA,
a political subdivision of the State of Florida
By its Board of County Commissioners

BY: _____

(SEAL)

Ken Cornell
Chair

"LESSEE"

Exhibit "A"

This Instrument Prepared By and
Please Return To:
Samantha Tannons
American Government Services Corporation
3812 W. Linebaugh Avenue
Tampa, Florida 33618
AGS#: 29895

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 3322134 5 PG(S)
3/10/2021 1:47 PM
BOOK 4857 PAGE 900
J.K. JESS IRBY, ESQ.
Clerk of the Court, Alachua County, Florida
ERECORDED Receipt # 1000616
Doc Stamp-Mort: \$0.00
Doc Stamp-Deed: \$3,482.50
Intang. Tax: \$0.00

WARRANTY DEED

(STATUTORY FORM - SECTION 689.02, F.S.)

THIS INDENTURE is made this 4th day of March, A.D. 2021, between Milledge Murphey and Kathryn A. Murphey, husband and wife, whose post office address is 1815 NW 7th Place, Gainesville, FL 32603 ("Grantor"), and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, whose post office address is c/o Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 115, Tallahassee, FL 32399-3000 ("Grantee").

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Grantor" and "Grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

WITNESSETH: That the said Grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's successors and assigns forever, the following described land situate, lying and being in Alachua County, Florida, to-wit:

See EXHIBIT "A" attached hereto and by reference made a part hereof.

Property Appraiser's Parcel ID Number: 18397-000-000

This conveyance is subject to easements, restrictions, limitations, and conditions of record, if any, but any such interests that may have been terminated are not hereby re-imposed.

This property is not the homestead property of the grantor, nor contiguous to homestead property, as such homestead is defined under Florida law.

AND the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF the Grantor has hereunto set Grantor's hand and seal, the day and year first above written.

SEE FOLLOWING PAGE FOR SIGNATURES

Signed, sealed and delivered in
the presence of:

T. Hoppes
(Signature of 1st Witness)

Tamlyn J. Hoppes
(Printed, Typed or Stamped Name of 1st Witness)

Gary S. Edinger
(Signature of 2nd Witness)

Gary S. Edinger
(Printed, Typed or Stamped Name of 2nd Witness)

Milledge Murphey
Milledge Murphey

Kathryn A. Murphey
Kathryn A. Murphey

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online
notarization this 4th day of March, 2021, by **Milledge Murphey and Kathryn A.
Murphey**. Such person (Notary Public must check applicable box):

☒ is personally known to me.
☐ produced a driver license.
☐ produced _____ as identification.



(NOTARY PUBLIC SEAL)

GARY S. EDINGER
Commission # GG 361625
Expires November 16, 2023
Bonded thru Budget Notary Services

Gary S. Edinger
Notary Public
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: _____

My Commission Expires: _____

Warranty Deed (Statutory Form – Section 689.02 F.S.)

EXHIBIT "A"

OFFICIAL RECORD BOOK 2175, PAGE 1464 – VESTING DEED:

A part of Government Lots 1 and 2 and part of the West 450 feet of the North 1278 feet of the NE 1/4 of Section 28, Township 8 South, Range 22 East, Alachua County, Florida. Said parcel being more particularly described as follows: Commence at a 1 1/4 inch iron pipe located at the Northwest corner of said Section 28 and run North 89°44'08" East, along the Northerly boundary thereof, 350.54 feet to an intersection with a Northerly prolongation of the Easterly boundary of the right of way of NE 7-B (a 50 foot County Graded Road), thence South 24°47'07" East, along said Easterly boundary, 31.60 feet, to an iron rod. set at the intersection of said Easterly boundary with the Southerly boundary of the right of way of County Road NE 26 for the Point of Beginning. From Point of Beginning thus described run North 89°44'08" East, along said Southerly boundary and parallel with said Northerly boundary, 2091.46 feet to an iron rod set on the Southwesterly boundary of Martin Island Road, thence South 49°20'53" East, along said Southwesterly boundary, 531.46 feet to a set iron rod, thence South 70°26'43" East, along said Southwesterly boundary, 231.02 feet to a concrete monument found at an intersection of said Southwesterly boundary with the Westerly boundary of Martin Island Park Subdivision, recorded in Plat Book "A", page 121 of the Public Records of said County, thence South 00°03'35" West, along said Westerly boundary, 594.27 feet to an iron rod set at the edge of Little Lake Santa Fe, thence Southwesterly along the edge of Little Lake Santa Fe, 750 feet, more or less, to an iron rod set on a Southeasterly prolongation of the Northerly boundary of Lot 10 of an unrecorded subdivision (said iron rod being on a bearing of South 49°28'06" West and 740.69 feet from last said iron rod), thence North 70°45'35" West, along said Southeasterly prolongation, 116.66 feet to an iron pipe found at the Northeast corner of said Lot 10, thence continue North 70°45'35" West, along the Northerly boundary of said Lot 10, 160.00 feet to a found iron rod at the Northwest corner thereof, thence North 15°49'25" East, 44.08 feet to an iron rod found at the Northeast corner of a parcel described in O.R. Book 1758 page 1496 of said public records, (also being the mean high water line of Little Lake Santa Fe) thence run the following bearings and distances along said mean high water line, North 47°02'04" West, 183.09 feet to a set iron rod, South 54°37'41" West, 117.81 feet to a set iron rod, South 12°19'08" West, 41.28 feet to a set iron rod, South 41°33'40" West, 162.41 feet to a set iron rod, South 72°45'04" West, 86.72 feet to a set iron rod, North 15°51'02" West, 71.44 feet to a set iron rod, North 54°30'34" West, 64.28 feet to a set iron rod, North 42°18'50" West, 190.60 feet to a set iron rod, South 89°35'31" West, 125.29 feet to an iron pipe found on the Westerly boundary of lands described in O.R. Book 1758, page 1496 of said public records, thence South 58°43'44" West, along last said Westerly boundary, 206.86 feet to an iron pipe found at an intersection of last said Westerly boundary with the Northerly boundary of the right of way of a 50.00 County Road (D.B. 349, page 215), thence North 86°58'41" West, along last said Northerly boundary, 92.94 feet to a set iron rod, thence South 56°04'19" West, along last said Northerly boundary, 233.84 feet to an iron rod set at the intersection of last said Northerly boundary, with the Easterly boundary of aforesaid NE 7-B. thence North 24°47'07" West, along last said Easterly boundary, 1623.40 feet to the Point of Beginning.

LESS that part of the above described parcel lying within 40.00 feet either side of the Centerline Description described in Exhibit "B" attached hereto and made a part hereof.

CENTERLINE DESCRIPTION NE 132ND AVENUE (COUNTY ROAD NE 26)

A tract of land lying forty feet on either side of the following described centerline of County Road No. NE 26 right-of-way and. situated in Sections 20, 21, 23, and 29, Township 8 South, Range 22 East, Alachua County, Florida, said centerline being more particularly described as follows:

Commence at a nail and disc (PLS No. 509) found and accepted as the Southwest corner of Section 20, Township 8 South, Range 22 East for a POINT OF REFERENCE, said nail and disc being located at the intersection of the centerline of County Road No. NE 1471 (a 100 foot right-of-way) and the South line of said Section 20; thence run South 89°41'30" East, along said South line, a distance of 50.00 feet to the POINT OF BEGINNING located at the intersection of said South line with the Easterly right-of-way line of said County Road NE 1471; thence continue South 89°41'30" East, along said South line, a distance of 2,697.40 feet to an iron pipe found and accepted as the Southeast corner of the Southwest quarter of said section; thence run South 89°36'06" East, continuing along the South line of said section, a distance of 2,643.34 feet to an axle, found and accepted as the Southwest corner of Section 21, Township 8 South, Range 22 East; thence run South 89°40'21" East, along the South line of said Section 21, a distance of 2,509.26 feet to the terminus of the herein described centerline, the terminal ends of the right-of-way lines of County Road No. NE 26 lying forty feet left and right of said POINT OF BEGINNING shall be lengthened or shortened to coincide with and join the existing Easterly right-of-way line of County Road No. NE 1471.

SUBJECT TO:

BOUNDARY AGREEMENT - OFFICIAL RECORD BOOK 3369, PAGE 1125 - EXHIBIT "C"

THE ABOVE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SURVEYORS DESCRIPTION:

A part of Government Lots 1 and 2 and part of the West 450 feet of the North 1278 feet of the NE 1/4 of Section 28, Township 8 South, Range 22 East, Alachua County, Florida and being more particularly described as follows:

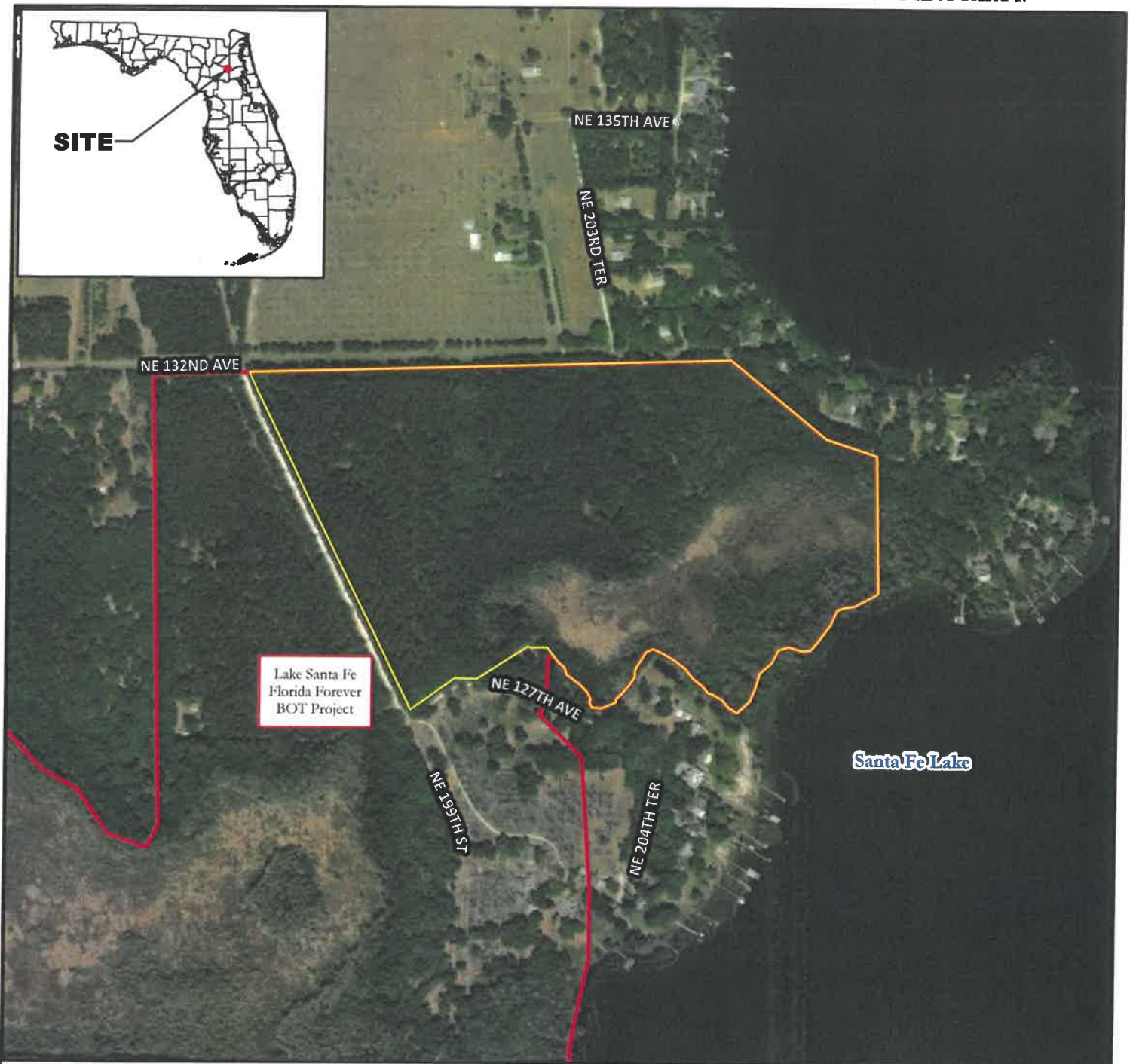
Commence at the Northwest corner of Section 28, Township 8 South, Range 22 East, Alachua County, Florida; thence on the North line of said Section 28, N 88°51'42" E, a distance of 350.25 feet to a point on the Northerly prolongation of the Easterly Right of Way line of NE 7-B (a 50 foot County Graded Road); thence departing said North line and on said Northerly prolongation of the Easterly Right of Way line, S 26°05'01" E, a distance of 31.60 feet to the intersection of said Easterly Right of Way line with the Southerly Right of Way line of County Road NE 26 and the Point of Beginning; thence on said Southerly Right of Way line, N 88°26'01" E, a distance of 2091.46 feet to a point on the Southwesterly Right of Way line of Martin Island Road, thence departing said Southerly Right of Way line and on said Southwesterly Right of Way line for the next 2 courses, S 50°39'00" E, a distance of 531.46 feet; thence S 71°44'50" E, a distance of 231.02 feet to a point the Westerly line of Martin Island Park Subdivision, recorded in Plat Book "A", page 121 of the Public Records of Alachua County, Florida; thence departing said Southwesterly Right of Way line and on said Westerly line, S 01°14'32" E, a distance of 594.27 feet to a point at the Safe Upland line of Little Lake Santa Fe said point being referred to as reference point "A"; thence departing said Westerly line and on the Southwesterly meandering of said Safe Upland line of Little Lake Santa Fe, a distance of 880 feet, more or less to a point on the 141-foot contour line as per Boundary Agreement as described in Exhibit "C" as recorded in Official Record Book 3369, Page 1125 of the aforesaid public records also said point having a tie line of, S 49°09'39" W, a distance of 799.04 feet from said reference point "A"; thence departing said Southwesterly meandering of Safe Upland line of Little Lake Santa Fe and on the 141-foot contour line for the next 30 courses, N 59°12'55" W, a distance of 41.04 feet; thence N 40°09'45" W, a distance of 47.71 feet; thence N 60°52'01" W, a distance of 49.32 feet; thence N 76°06'21" W, a distance of 17.22 feet; thence N 36°50'46" W, a distance of 36.14 feet; thence N 52°30'41" W, a distance of 50.98 feet; thence N 38°25'38" W, a distance of 57.46 feet; thence N 53°35'22" W, a distance of 59.54 feet; thence N 59°05'57" W, a distance of 55.60 feet; thence N 64°50'53" W, a distance of 49.68 feet; thence S 65°38'16" W, a distance of 32.64 feet; thence S 31°52'08" W, a distance of 52.95 feet; thence S 32°32'15" W, a distance of 34.92 feet; thence S 02°33'11" W, a distance of 32.25 feet; thence S 33°24'22" W, a distance of 42.10 feet; thence S 42°15'14"



W, a distance of 57.98 feet; thence S 48°56'27" W, a distance of 24.31 feet; thence S 08°47'39" W, a distance of 18.47 feet; thence S 67°09'15" W, a distance of 67.20 feet; thence N 85°40'30" W, a distance of 39.88 feet; thence N 27°38'06" W, a distance of 27.49 feet; thence N 25°45'35" E, a distance of 12.80 feet; thence N 23°48'54" W, a distance of 34.18 feet; thence N 45°16'02" W, a distance of 46.85 feet; thence N 53°33'48" W, a distance of 69.30 feet; thence N 20°26'53" W, a distance of 34.39 feet; thence N 49°23'55" W, a distance of 35.84 feet; thence N 38°12'11" W, a distance of 79.32 feet; thence N 89°45'41" W, a distance of 70.12 feet; thence N 67°55'44" W, a distance of 14.55 feet to a point on the Northwestern line of Parcel 4 as per Boundary Agreement as described in Exhibit "B" as recorded in Official Record Book 3369, Page 1125 of the aforesaid public records; thence departing said 141-foot contour line and on said Northwestern line of Parcel 4, S 57°25'50" W, a distance of 264.18 feet to a point on the Northerly Right of Way line of NE 127th Avenue (a 50 foot County Graded Road); thence departing said Northwestern line of Parcel 4 and on said Northerly Right of Way line for the next 2 courses, N 88°16'35" W, a distance of 92.94 feet; thence S 54°46'25" W, a distance of 233.84 feet; thence departing said Northerly Right of Way line and on aforesaid Easterly Right of Way line, N 26°05'01" W, a distance of 1623.40 feet to the Point of Beginning.

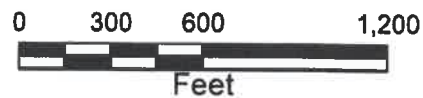
BSM APPROVED

By: BA Date: 2/23/2021

Lake Santa Fe
Murfhey
Alachua County



-  Subject Parcel
-  Florida Forever Project Boundaries



Lease 4857

Alachua County, Florida