

ALACHUA COUNTY MULTI-MODAL TRANSPORTATION MITIGATION AGREEMENT

This Multi-Modal Transportation Mitigation Agreement (hereinafter “Agreement”) is made and entered into this ____ day of _____, 20____ (“Effective Date”) by and between Alachua County, a charter county and political subdivision of the State of Florida (hereinafter “County”), and Town of Tioga, LLC (hereinafter “Developer”).

WITNESSETH

WHEREAS, the applicant is the developer of an approximately 30.9 acre parcel of land identified as Tax Parcel Number(s) 04415-000-000, 04333-015-000, and 04333-013-000 and located at the 13400 block of SW 8th Ave as set forth in the legal description attached hereto as Exhibit “A” (“Property”); and

WHEREAS, the Developer has applied for final development plan approval to develop a Mixed-use planned development, to be known as Town of Tioga (“Development”) on the Property; and

WHEREAS, the Board of County Commissioners has established by ordinance a multimodal transportation mitigation program in Section 407.125.3, Alachua County Unified Land Development Code (“ULDC”), as required by and in a manner consistent with Section 163.3180, Florida Statutes; and

WHEREAS, the Developer has made proper application for use of multi-modal transportation mitigation to address transportation impacts in accordance with Section 407.125.3, ULDC, the Project is consistent with the Comprehensive Plan and ULDC, and the Developer has demonstrated that all conditions contained in Chapter 407, Article XII, ULDC, have been met in order for Developer and County to enter into this multi-modal transportation mitigation agreement; and

WHEREAS, the Developer has voluntarily chosen to satisfy transportation concurrency requirements through contribution of multimodal transportation mitigation consistent with the methodology found in Ordinance 11-03 adopted by the Board of County Commissioners; and

WHEREAS, the County has agreed to accept the mitigation the Developer has proposed to offset the impacts on the transportation system caused by the Developer’s proposed development; and

WHEREAS, the implementation of the agreement is authorized by Chapter 163, Florida Statutes, the County’s Comprehensive Plan (as amended by the Mobility Plan), and Chapter 407 Article XII, ULDC.

NOW, THEREFORE, in consideration of the promises, mutual covenants, and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a part of this Agreement.

Section 2. Purpose. The Purpose of this Agreement is:

- a. To grant to any owner of the Property transportation concurrency as provided for a Final Certificate of Level of Service Compliance (CLSC) as required for the construction of the Project, subject to compliance by Developer with the terms and conditions of this Agreement and the CLSC; and
- b. To recognize payment of the multimodal transportation mitigation by Developer as providing significant benefit to the impacted transportation system in the area of the Property.
- c. To fulfill the Developer's obligation to pay multimodal transportation mitigation.

Section 3. Development Identification. The proposed Development is known as the Town of Tioga and is located at 13400 block of SW 8th Avenue, which is identified as Alachua County Tax Parcel number(s) 04415-000-000, 04333-015-000, and 04333-013-000.

The Development is a Mixed-use planned development.

Section 4. Multimodal Transportation Mitigation. The methodology used to calculate an Applicant's Multi-Modal Transportation Mitigation shall be as follows:

The target funding level divided by the growth in vehicle miles of travel times the vehicle miles of travel for the proposed use.

OR

$$VMT_g = VMT_f - VMT_b$$

$$Tcfl = Cc - Cr$$

$$Ttofl = Toc - Cr$$

$$VMT_r = \left(\frac{Tcfl + Ttofl}{VMT_g} \right)$$

$$VMT_p = (Tg \times Atl \times 0.5) \times (1 - \%CC) \times (\%NT)$$

$$\text{Multi-modal Transportation Mitigation} = VMT_r \times VMT_p$$

Where:

Vehicle Miles of Travel Growth (VMT_g) = The projected total of vehicle miles traveled in the horizon year (VMT_f) minus the base year (VMT_b) vehicle miles of travel.

Target Capital Funding Level (T_{cfl}) = The total cost of transportation capital (C_c) for projects consistent with the Capital Improvements Element. Cost shall include all capital infrastructure construction costs, along with cost for design, right-of-way, planning, engineering, maintenance of traffic, utility relocation, inspection, contingencies, project management, stormwater facilities, turn lanes, traffic control devices, bicycle and pedestrian facilities, transit vehicles, and physical development costs directly associated with construction at the anticipated cost in the year it will be incurred.

Target Transit Operations Funding Level (T_{tofl}) = The total cost of transit operations (T_{oc}) consistent with the Capital Improvements Element.

Committed Revenue (C_r) = The total committed revenue to fund transportation capital and transit operations.

Vehicle Miles of Travel Rate ($VMTr$) = Target Funding Level for transportation capital and transit operations divided by Vehicle Miles of Travel Growth

Vehicle Miles of Travel Proposed ($VMTp$) = The projected vehicle miles of travel for a specific land use

(T_g) = Trip Generation Rate

(AtL) = Average Trip Length

(CC) = Community Capture

(NT) = New Trips

For the purposes of determining Multi-Modal Transportation Mitigation obligations, Alachua County shall determine mobility improvement costs, including transit, based upon the actual cost of the improvement utilizing the latest available data. Mobility improvements, including transit should be consistent with projects identified in the Capital Improvements Element.

Section 5. Certificate of Level of Service Compliance. In consideration for payment of the Multimodal Transportation Mitigation, Developer shall receive a Final Certificate of Level of Service Compliance (“CLSC”), subject to the following condition:

- a. Developer has elected to either utilize the Multimodal Transportation Mitigation schedule to determine the payment due or the applicant has completed an alternative Multimodal Transportation Mitigation study and the findings of the alternative study have been accepted and approved by Alachua County.
- b. Developer, if applicable, has requested Multi-Modal Transportation Mitigation credit, has provided all required documentation and has agreed to either a value

of the credit or the process to be utilized to determine the value of the credit. The details for any proposed dedication or infrastructure project for which credit is requested shall be provided in this agreement.

- c. Developer agrees that any requested change to a development order may be subject to additional Multimodal Transportation Mitigation to the extent the change generates additional traffic that would require mitigation.

Section 6. Multimodal Transportation Mitigation Payment. Alachua County shall maintain a multimodal transportation mitigation contribution schedule in its building division office's and on the County website consistent with Ordinance 11-03.

- a. Recognizing the "time value of money," Alachua County offers the following reductions in payment amount:
 - 1. Payment concurrent with Development Plan Approval = 15% reduction
 - 2. Payment concurrent with Building Permit Application = 7.5% reduction
 - 3. Payment concurrent with Final Building Inspection = 0% reduction
- b. Developer is responsible for payment of the multi-modal transportation mitigation. Developer may receive credit for the payment of all or a portion of the MMTM by a person who applies for and pays all or a portion of the Developer's MMTM calculated pursuant to Section 4 herein.
- c. Developer expressly agrees to pay the multimodal transportation mitigation payment set forth in Section 4.0, above within 10 days of the County's request for payment. County shall not request payment until after a request for final inspection has been submitted, or at such a time concurrent with the appropriate approval when a discount is requested per Section 6(a)1 and 6(a)2 above.
- d. This agreement does not constitute Final Development Plan approval or any intent by Alachua County to guarantee approval of the Final Development Plan application. If County denies the application for Final Development Plan, this agreement shall be null and void.

Section 7. Impact of Development. The Developer agrees that the conveyances and commitments pursuant to this Agreement are necessary to reduce the impacts of the Development and meet the "essential nexus" and "rough proportionality" requirements established by the United States Supreme Court in the cases of *Nollan v. California Coastal Commission* and *Dolan v. City of Tigard*.

Section 8. Vesting for Concurrency Purposes. Upon completion of the payment described in Section 6, the, Project shall be deemed vested for concurrency

purposes as defined in Chapter 163, F.S. and Chapter 407, Article XII of the ULDC.

- Section 9. Governing Law.** The Agreement and the rights and obligations created hereunder shall be interpreted, construed and enforced in accordance with the laws the State of Florida. If any litigation should be brought in connection with this Agreement, venue shall lie in Alachua County, Florida. The parties waive trial by jury.
- Section 10. Attorneys' Fees and Costs.** The parties hereto agree that in the event it becomes necessary for either party to defend or institute legal proceedings as a result of the failure of either party to comply with the terms and provisions of this Agreement, each party in such litigation shall bear its own costs and expenses incurred and expended in connection therewith including, but not limited to, reasonable attorneys' fees and court costs through all trial and appellate levels.
- Section 11. Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- Section 12. Agreement.** This Agreement contains the entire agreement between the parties. No rights, duties or obligations of the parties shall be created unless specifically set forth in this Agreement.
- Section 13. Amendment.** No modification or amendment of this Agreement shall be of any legal force or effect unless it is in writing and executed by both parties, and meets the requirements of the Comprehensive Plan, ULDC, and County Code.
- Section 14. Assignment.** This Agreement may not be assigned without the prior written consent of the other party, and all the terms and conditions set forth herein shall inure to the benefit of and shall bind all future assignees and successors.
- Section 15. Annexation.** This Agreement is not intended to be, and indeed is not, a "development agreement" within the meaning of Sections 163.3220-163.3242, Florida Statutes. The parties shall not be deprived of their rights and obligations, and this agreement shall not be terminated, modified, or affected by operation of a municipal annexation of any portion of the Property.
- Section 16. Waiver.** Failure to enforce any provision of this Agreement by either party shall not be considered a waiver of the right to later enforce that or any provision of this Agreement.

Section 17. Further Documentation. The parties agree that at any time following a request therefore by the other party, each shall execute and deliver to the other party such further documents and instruments in form and substance reasonably necessary to confirm or effectuate the obligations of either party hereunder and the consummation of the transactions contemplated hereby.

Section 18. Notices. Any notice, request, demand, instruction or other communication to be given to either party under this Agreement shall be in writing and shall be hand delivered, sent by Federal Express or a comparable overnight mail service, or by U.S. Registered or Certified Mail, return receipt requested, postage prepaid, to County and to Developer at their respective addresses below:

As to County:

Ramon Gavarrete, P.E.
County Engineer
5620 NW 120th Lane
Gainesville, FL 32653

And with a copy to:

Missy Daniels, AICP
Director, Growth Management
10 S.W. 2nd Avenue
Gainesville, FL 32601

As to Developer:

Luis Diaz, Manager
Town of Tioga, LLC
104 SW 131st St
Newberry, FL 32669

Section 19. Construction of Agreement. Captions of the Sections and Subsections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

Section 20. Effective Date. The effective date of this Agreement (the “Effective Date”) shall be the date when the last one of the parties has properly executed this Agreement as determined by the date set forth immediately below their respective signatures.

Section 21. Counterparts. This Agreement may be executed by the parties in any number of counterparts, each of which shall be deemed to be an original, and all of which shall be deemed to be one and the same Agreement.

(signatures start on next page)

DEVELOPER:

Town of Tioga, LLC

By: *Luis Diaz*
Luis Diaz, Manager

Witness #1 for the Developer:

Amber Beckham
Signature

Amber Beckham
Printed Name

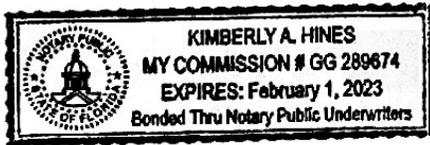
Witness #2 for the Developer:

Vicki C Richeson
Signature

Vicki C Richeson
Printed Name

STATE OF FLORIDA
COUNTY OF Alachua

The foregoing document was acknowledged before me this 20th day of November, 2020, by Luis Diaz as manager of Town of Tioga, who is personally known to me or has produced personally known as identification.



Kimberly A. Hines
Notary Public, State of Florida

Kimberly A. Hines
Printed Name

Commission Number: GG 289674

Commission expires: 2/1/23

(signatures continued on next page)

ALACHUA COUNTY:

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

By: _____
Chair

ATTEST

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

APPROVED AS TO FORM



County Attorney

(SEAL)

EXHIBIT "A"

Legal Description

A PORTION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 10 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA; THENCE RUN S89°31'03"E, A DISTANCE OF 75.00 FEET TO THE EAST LINE OF A 75 FOOT WIDE CITY OF GAINESVILLE POWER LINE RIGHT-OF-WAY PER O.R.B. 890, PAGE 40, SAID PUBLIC RECORDS; THENCE RUN S00°32'37"W A DISTANCE OF 50.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SW 8TH AVENUE; THENCE CONTINUE S89°31'03"E, ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 580.13 FEET TO THE POINT OF BEGINNING, AND THE NORTHEAST CORNER OF TOWN OF TIOGA, PHASE 17, AS RECORDED IN PLAT BOOK 32, PAGE 50 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE CONTINUE S89°31'03"E, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 925.45 FEET TO THE NORTHWEST CORNER OF TOWN OF TIOGA, PHASE 18, AS RECORDED IN PLAT BOOK 34, PAGE 86; THENCE DEPARTING SAID RIGHT-OF-WAY, RUN ALONG THE SAID PLAT OF TIOGA PHASE 18 FOR THE FOLLOWING TWO CALLS: S45°28'57"W, A DISTANCE OF 21.21 FEET; S00°28'57"W, A DISTANCE OF 366.35 FEET; THENCE DEPARTING SAID BOUNDARY LINE, RUN N89°31'03"W, A DISTANCE OF 137.50 FEET; THENCE RUN S00°28'57"W, A DISTANCE OF 70.80 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 68.00 FEET, WITH A CHORD BEARING AND DISTANCE OF S17°52'06"W, 40.64 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 41.27 FEET, TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 72.00 FEET, WITH A CHORD BEARING AND DISTANCE OF S11°02'54"E, 104.11 FEET; THENCE SOUTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 116.37 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 78.00 FEET, WITH A CHORD BEARING AND DISTANCE OF S35°56'03"E, 56.96 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 58.31 FEET; THENCE RUN S14°31'03"E, A DISTANCE OF 47.50 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 300.00 FEET, WITH A CHORD BEARING AND DISTANCE OF S07°01'03"E, 78.32 FEET; THENCE SOUTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 78.54 FEET; THENCE RUN S00°28'57"W, A DISTANCE OF 254.65 FEET; THENCE RUN N89°31'12"W A DISTANCE OF 500 FEET; THENCE RUN S00°28'57"W, A DISTANCE OF 210.00 FEET TO A POINT ON THE BOUNDARY LINE OF THE PLAT OF TOWN OF TIOGA PHASE 17, AS RECORDED IN PLAT BOOK 32, PAGE 50, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN ALONG THE SAID PLAT OF TIOGA PHASE 17 FOR THE FOLLOWING TWO CALLS: N89°31'12"W, A DISTANCE OF 338.21 FEET; N00°29'41"E, A DISTANCE OF 610.96 FEET TO THE SOUTH LINE OF A DRAINAGE EASEMENT OF SAID PLAT OF TIOGA PHASE 17; THENCE RUN

ALONG THE BOUNDARY OF SAID PLAT OF TIOGA PHASE 17 FOR THE FOLLOWING SIX CALLS: S89°30'19"E, A DISTANCE OF 292.34 FEET; N00°33'13"E, A DISTANCE OF 22.25 FEET; N21°53'22"E, A DISTANCE OF 229.76 FEET; N25°41'42"W, A DISTANCE OF 26.54 FEET; N89°30'19"W, A DISTANCE OF 364.46 FEET; N00°29'41"E, A DISTANCE OF 356.05' TO THE SOUTH RIGHT-OF-WAY LINE OF SW 8TH AVENUE AND THE POINT OF BEGINNING.

TOGETHER WITH

A PORTION OF THE NORTH 1/2 OF THE NW 1/4 OF SECTION 11, TOWNSHIP 10 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA; BEING A PART OF THE LANDS DESCRIBED IN O.R.B. 4161, PAGE 425 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 11; THENCE RUN SOUTH 00°18'24" WEST, ALONG THE EAST LINE OF THE SAID NORTH 1/2 OF THE NW 1/4 OF SECTION 11, A DISTANCE OF 50.34 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SW 8th AVENUE; THENCE RUN SOUTH 00°26'25" WEST, ALONG THE EAST LINE OF THE SAID NORTH 1/2 OF THE NW 1/4 OF SECTION 11, A DISTANCE OF 1276.57 FEET TO THE SOUTHEAST CORNER OF TOWN OF TIOGA, PHASE 19, AS RECORDED IN PLAT BOOK 36, PAGE 68 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN NORTH 89°31'12" WEST ALONG THE SOUTHERN BOUNDARY LINE OF SAID TOWN OF TIOGA PHASE 19, A DISTANCE OF 700.18 FEET TO THE POINT-OF-BEGINNING; THENCE CONTINUE NORTH 89°31'12" WEST, A DISTANCE OF 575.83 FEET TO THE SOUTHEAST CORNER OF THE PLAT OF TOWN OF TIOGA PHASE 17 RECORDED IN PLAT BOOK 32, PAGE 50, OF THE ALACHUA COUNTY PUBLIC RECORDS; THENCE RUN NORTH 00°00'00" EAST ALONG THE EAST LINE OF SAID PLAT OF PHASE 17, A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF AN OPEN SPACE AND COMMON AREA AS SHOWN ON SAID PLAT OF TIOGA PHASE 17; THENCE RUN NORTH 89°31'12" WEST ALONG THE NORTH LINE OF SAID OPEN SPACE, A DISTANCE OF 381.16 FEET; THENCE RUN NORTH 00°28'57" EAST, A DISTANCE OF 210.00 FEET; THENCE RUN SOUTH 89°31'12" EAST, A DISTANCE OF 500.00 FEET; THENCE NORTH 00°28'57" EAST, A DISTANCE OF 254.65 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 300.00 FEET, WITH A CHORD BEARING AND DISTANCE OF NORTH 07°01'03" WEST, 78.32 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 78.54 FEET; THENCE NORTH 14°31'03" WEST, A DISTANCE OF 47.50 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 78.00 FEET, WITH A CHORD BEARING AND DISTANCE OF NORTH 35°56'03" WEST, 56.96 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 58.31 FEET, TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 72.00 FEET, WITH A CHORD BEARING AND DISTANCE OF NORTH 11°02'54" WEST, 104.11 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 116.37 FEET, TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY,

HAVING A RADIUS OF 68.00 FEET, WITH A CHORD BEARING AND DISTANCE OF NORTH 17°52'06" EAST, 40.64 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 41.27 FEET; THENCE RUN NORTH 00°28'57" EAST, A DISTANCE OF 70.80 FEET; THENCE RUN SOUTH 89°31'03" EAST, A DISTANCE OF 137.50 FEET TO A POINT ON THE WEST LINE OF THE PLAT OF TOWNSHIP OF TIOGA PHASE 18, AS RECORDED IN PLAT BOOK 34, PAGE 86, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN SOUTH 00°28'57" WEST ALONG SAID WEST LINE, A DISTANCE OF 105.64 FEET TO THE CORNER OF A DRAINAGE EASEMENT OF SAID PLAT OF TIOGA PHASE 18; THENCE RUN ALONG THE BOUNDARY OF SAID PLAT OF TIOGA PHASE 18 FOR THE FOLLOWING FOUR CALLS: SOUTH 44°31'03" EAST, A DISTANCE OF 21.22 FEET; SOUTH 89°31'03" EAST, A DISTANCE OF 369.90 FEET; SOUTH 00°28'57" WEST, A DISTANCE OF 60.00 FEET; SOUTH 44°31'02" EAST, A DISTANCE OF 21.20 FEET TO THE NORTH WEST CORNER OF THE PLAT OF TOWNSHIP OF TIOGA PHASE 19, AS RECORDED IN PLAT BOOK 36, PAGE 68, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN ALONG SAID WEST LINE OF PHASE 19 THE FOLLOWING SEVEN CALLS: SOUTH 00°28'57" WEST, A DISTANCE OF 218.01 FEET; SOUTH 45°28'57" WEST, A DISTANCE OF 21.20 FEET; SOUTH 00°28'57" WEST, A DISTANCE OF 60.00 FEET; SOUTH 44°31'03" EAST, A DISTANCE OF 21.20 FEET; SOUTH 00°28'57" WEST, A DISTANCE OF 240.02 FEET; SOUTH 45°28'57" WEST, A DISTANCE OF 21.20 FEET; SOUTH 00°28'57" WEST, A DISTANCE OF 136.94 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 10 SOUTH, RANGE 18 EAST, ALACHUA COUNTY FLORIDA, ADJACENT TO AND NORTH OF LOTS 1, 2, 3 & 4 OF TOWNSHIP OF TIOGA, PHASE 1, A PLANNED UNIT DEVELOPMENT, AS RECORDED IN PLAT BOOK "S", PAGE 72, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 1, OF SAID TOWNSHIP OF TIOGA, PHASE 1, AND THENCE RUN SOUTH 86°35'10" WEST, A DISTANCE OF 387.51 FEET TO THE NORTHWEST CORNER OF LOT 4 AND THE EAST LINE OF LOT 5; THENCE RUN ALONG SAID EAST LOT LINE NORTH 03°24'50" WEST, A DISTANCE OF 69.04 FEET; THENCE RUN NORTH 66°15'43" EAST, A DISTANCE OF 379.87 FEET TO THE SOUTHEAST CORNER OF THE NEIGHBORHOOD COMMUNITY OPEN SPACE AND THE WEST RIGHT-OF-WAY LINE OF SW 131ST STREET; SAID POINT LYING ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1315.83 FEET, WITH A CHORD BEARING AND DISTANCE OF SOUTH 12°15'50" EAST, 203.40 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE AND RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 203.60 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

A PORTION OF THE SOUTH 1/2 OF THE SE 1/4 OF SECTION 2, TOWNSHIP 10 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA; BEING A PART OF THE LANDS DESCRIBED IN O.R.B. 4161, PAGE 425 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 2; THENCE RUN NORTH 89°31'03" WEST, A DISTANCE OF 143.98 FEET; THENCE RUN NORTH 00°36'55" EAST, A DISTANCE OF 50.24 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SW 8TH AVENUE AND THE POINT OF BEGINNING; THENCE RUN NORTH 44°31'03" WEST, A DISTANCE OF 21.21 FEET TO THE EAST RIGHT-OF-WAY LINE OF SW 131ST STREET; THENCE RUN ALONG SAID RIGHT-OF-WAY LINE NORTH 00°28'57" EAST, A DISTANCE OF 165.93' TO THE SW CORNER OF A DRAINAGE EASEMENT AND COMMON AREA FOR TOWN OF TIOGA PHASE 10, AS RECORDED IN PLAT BOOK 26, PAGE 45; THENCE RUN ALONG THE BOUNDARY OF SAID DRAINAGE EASEMENT AND COMMON AREA THE FOLLOWING TWO CALLS: SOUTH 89°59'47" EAST, A DISTANCE OF 133.39 FEET; NORTH 00°28'57" EAST, A DISTANCE OF 359.46 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SW 6TH AVENUE, AND A POINT ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 225.00 FEET, WITH A CHORD BEARING AND DISTANCE OF SOUTH 80°50'14" EAST, 73.18 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE AND RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 73.50 FEET; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE NORTH 89°48'14" EAST, A DISTANCE OF 19.87 FEET; THENCE RUN SOUTH 45°11'46" EAST, A DISTANCE OF 21.21 FEET TO THE WEST RIGHT-OF-WAY LINE OF SW 129TH TERRACE; THENCE RUN ALONG SAID RIGHT-OF-WAY LINE SOUTH 00°11'46" EAST, A DISTANCE OF 189.53 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SW 7TH AVENUE; THENCE RUN ALONG SAID RIGHT-OF-WAY LINE SOUTH 89°23'38" EAST, A DISTANCE OF 315.08 FEET TO THE NW CORNER OF A RECREATION AREA FOR TOWN OF TIOGA PHASE 15, AS RECORDED IN PLAT BOOK 30, PAGE 28; THENCE RUN ALONG THE WEST LINE OF SAID RECREATION AREA SOUTH 00°28'57" WEST, A DISTANCE OF 325.62 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SW 8TH AVENUE; THENCE RUN ALONG SAID RIGHT-OF-WAY LINE NORTH 89°31'03" WEST, A DISTANCE OF 543.15 FEET TO THE POINT OF BEGINNING.