

**SPRINGHILLS DISTRICT (PREIT PROJECT)
TRANSPORTATION IMPROVEMENT AGREEMENT**

By and Between

ALACHUA COUNTY, FLORIDA

AND

LINZ, INC.

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**SPRINGHILLS DISTRICT (PREIT PROJECT)
TRANSPORTATION IMPROVEMENT AGREEMENT**

THIS SPRINGHILLS DISTRICT (PREIT PROJECT) TRANSPORTATION IMPROVEMENT AGREEMENT (this "**Transportation Improvement Agreement**") is made and entered into by and between Alachua County, a charter county and political subdivision of the State of Florida (the "**County**"), and LINZ, Inc., a Florida corporation (the "**Developer**"). County and Developer shall be referred to herein collectively as the "**Parties**."

W I T N E S S E T H:

WHEREAS, Article VII, Section 1(g), Florida Constitution provides that charter counties have all powers of local self-government not inconsistent with general law; and

WHEREAS, Section 125.01(2)(m), Florida Statutes, authorizes the County to provide and regulate arterial, toll, and other roads, bridges, and other transportation facilities; and

WHEREAS, the Board of County Commissioners of Alachua County, Florida, (the "**Board**") finds that the northwest urbanized portion of unincorporated Alachua County and areas in proximity thereto provide vital economic, recreational and community opportunities for the people of Alachua County, including among other things, pristine natural conservation areas, important public facilities such as Santa Fe College, schools, parks and libraries, destinations and other valuable resources that distinguish Alachua County for its natural beauty and its quality of life; and

WHEREAS, the Board further finds that the transportation infrastructure which currently supports access to and from the many desirable locations within the northwest urbanized portion of unincorporated Alachua County is in need of improvement to adequately meet the current and future transportation and mobility needs of the people of the County and visitors to arrive in, and move about within, those portions of unincorporated Alachua County; and such needs are restricting the potential of the northwest urbanized portion of unincorporated Alachua County to realize its economic development potential; and

WHEREAS, the Board finds that it is necessary and desirable to address the transportation operation and infrastructure needs of the northwest urbanized portion of unincorporated Alachua County by providing the Transportation Projects (defined below) in order for such area to reach its full potential (A) to provide sound, clean economic development, (B) to protect the natural beauty in a manner that enables the public and visitors to enjoy the immense opportunities for recreation, with a minimum of difficulty of access, and (C) to afford adequate and efficient multi-modal transportation corridors so that the northwest urbanized portion of unincorporated Alachua County is more appealing and accessible as a destination for residents, workforce and visitors; and

WHEREAS, the Developer owns the Property (defined below) on which it intends to construct "**Transit Oriented Developments**," and where appropriate, "**Traditional Neighborhood Developments**," as described in Future Land Use Element Objectives 1.6 and 1.7 and Objective 2.2, Policy 2.2.1(e) of the Comprehensive Plan (defined below); and

WHEREAS, the Developer purchased the Property from PR Gainesville Limited Partnership, a Delaware limited partnership (a/k/a PREIT), on December 4th, 2019; and

WHEREAS, a Preliminary Development Plan (defined below) was approved for the Property by the County; and

WHEREAS, as part of the development review process, a traffic analysis was submitted, showing that the Project (defined below) pursuant to the maximum scenario allowed by the Preliminary Development Plan will generate no more than 5,800 gross p.m. peak hour external vehicle trips with a significant reduction in trips due to a greater level of internal capture and a higher percentage of trips made by walking, biking and riding transit; and

WHEREAS, in Policy 1.1.7 of the Transportation Mobility Element of the Comprehensive Plan, the Board has established a process whereby development mitigates its impact on the transportation network through the payment of Transportation Mobility Fees (defined below); and

WHEREAS, as a means to encourage Transit Oriented Development, to promote infill development, and to pay for multi-modal transportation projects consistent with the Comprehensive Plan, the County has created the Springhills Improvement District (defined below); and

WHEREAS, the Developer has agreed to voluntarily (A) design and construct the Transportation Projects, that meet the requirements of the multi-modal transportation mitigation program per Chapter 407, Article 12 of the Alachua County Code and improvements required by Policy 2.2.1(e)(2) b. and c. of the Future Land Use Element of the Alachua County Comprehensive Plan; and (B) convey specific portions of the Project to Alachua County consistent with the currently-adopted Comprehensive Plan which will advance the implementation of the Transportation Mobility Element of the Comprehensive Plan; and

WHEREAS, because the cost of the Transportation Projects and right-of-way dedication required by this Transportation Improvement Agreement may exceed the Developer's Transportation Mitigation Obligation (as hereinafter defined), the County created the Springhills Improvement District to reimburse the Developer for Transportation Projects and right-of-way dedication that exceed the Developer's Transportation Mitigation Obligations; and

WHEREAS, if the cost of the Transportation Projects and right-of-way dedication required by this Transportation Improvement Agreement exceeds the Developer's Transportation Mitigation Obligation, and there are insufficient funds to reimburse the Developer for the full amount that may exceed the Transportation Mitigation Obligation, the Developer shall retain Transportation Mitigation Credit (defined below); and

WHEREAS, the County's agreement to fund the PREIT Transportation and Transit Fund (defined below) in amounts equal to the annual PREIT Tax Increment (defined below) is a material inducement for the Developer to enter into this Transportation Improvement Agreement; and

WHEREAS, as specifically provided for herein, the Developer has agreed to provide funds to the County to support transit service from the Project to the University of Florida for fifteen years, as required for Transit Oriented Developments per Policy 1.7.9 and Policy 2.2.1(e)(2)c.4. in

the Future Land Use Element of the Comprehensive Plan and Section 407.65(e) of the Uniform Land Development Code; and

WHEREAS, the County has determined that it is in the best interest of the citizens of the County for the Developer to design and construct the Transportation Projects and dedicate right-of-way to the County; and

WHEREAS, the County has determined that the use of lawfully available County funds to reimburse the Developer for the cost of the design and construction of improvements required by this Transportation Improvement Agreement when such costs exceed the Developer's Transportation Mitigation Obligation and to pay for transit capital, operations and maintenance that serve or otherwise benefit property in the Springhills Improvement District will serve a valuable public purpose; and

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 Transportation Improvement Agreement agree as follows:

ARTICLE I DEFINITIONS AND INTERPRETATION

SECTION 1.01 RECITALS. The Parties agree that the recitals are true and correct and by this reference incorporated and made a part of this Transportation Improvement Agreement.

SECTION 1.02 DEFINITIONS. As used in this Transportation Improvement Agreement, the following terms shall have the following meanings, unless the context hereof otherwise requires.

"Board" means the Alachua County Board of County Commissioners.

"Capital and Reimbursement Account" or "PREIT Capital and Reimbursement Account" mean the separate Capital and Reimbursement Account created within the PREIT Transportation and Transit Fund pursuant to the Springhills District Ordinance for the Project.

"Completion Cost Estimate" means a written estimate, prepared by the County, of the cost to complete the Transportation Projects.

"Comprehensive Plan" means the Alachua County Comprehensive Plan, adopted pursuant to Chapter 163, Part II, Florida Statutes.

"Consumer Price Index" means the Consumer Price Index - All Urban Consumers (U.S. City Average) published by the United States Department of Labor, Bureau of Labor Statistics.

"County" means Alachua County, a charter county and political subdivision of the State of Florida.

"County Event of Default" means an event of default under this Transportation Improvement Agreement by the County, as set forth in Section 8.05(B) hereof.

"County Manager" means the chief executive officer of the County.

"Designated Subcontracts" means subcontracts for which there are qualified Local Subcontractors.

"Developer" means LINZ, Inc.

"Developer Event of Default" means an event of default under this Transportation Improvement Agreement by the Developer, as set forth in Section 8.05(A) hereof.

"Developer Reimbursement Amount" or "PREIT Developer Reimbursement Amount" shall mean the Developer's Transportation Mitigation Credit less the (A) Developer's Transportation Mitigation Obligation, (B) Reimbursable Project Amounts paid to the Developer from the PREIT Mitigation Fund, and (C) Reimbursable Project Amounts paid to Developer from the PREIT Capital and Reimbursement Account for the right-of-way dedication, the planning, design and construction of the Transportation Projects. Section 7.04 provides the process for the payment to the Developer of the Developer Reimbursement Amount.

"Effective Date" means the effective date of this Transportation Improvement Agreement, as specified in Section 8.01 hereof.

"Final Certificate of Level of Service Requirement" means certificate of level of service compliance, as defined in Chapter 410 of the Alachua County Code, issued at final development plan approval.

"Fiscal Year" means the financial year of the County and shall include that period of time from and including the first day of October of any calendar year to and including the thirtieth day of September of the next calendar year.

"Force Majeure Event" means an event which is all of the following: (A) beyond the reasonable control of the affected party; (B) not reasonably foreseeable by the affected party; (C) not incurred as a product or result of the negligence of the affected party; and (D) has a materially adverse effect on the ability of the affected party to perform its obligations under this Transportation Improvement Agreement.

"General Contractor" means the person or entity who enters into the primary agreement directly with the Developer for construction of the Transportation Projects and who oversees and is responsible for performance of the work.

"Local Subcontractor" means, if a local vendor preference provision is included in the County's purchasing code, a subcontractor classified as a "local vendor" under the County's purchasing code, as the same may be amended from time to time.

"Mitigation Fund" or "PREIT Mitigation Fund" shall mean the transportation improvement mitigation fund created for the Project pursuant to the Springhills District Ordinance and this Transportation Improvement Agreement.

"Multi-Modal Transportation Mitigation Program" means the method established by §407.125.3, Alachua County Code, whereby the impacts of development on transportation facilities

in the urban cluster designated by the Comprehensive Plan can be mitigated by the cooperative efforts of the public and private sectors in a manner consistent with Section 163.3180, Florida Statutes.

"Non-Ad Valorem Funds" means all revenues of the County derived from any source whatsoever other than ad valorem taxation on real or personal property, which are legally available to make the payments required herein, but only after provision has been made by the County for the payment of all essential or legally mandated services.

"Northwest Transportation Mobility District" means one of the three districts established by the Transportation Mobility Element of the Comprehensive Plan to provide an alternative to conventional transportation concurrency, which encompasses the Springhills Improvement District.

"NW 46th Boulevard Eastern Extension Project" means the project described in Section 4.01 and **Exhibit "C"** hereof.

"NW 46th Boulevard Western Extension Project" means the project described in Section 4.02 and **Exhibit "C"** hereof.

NW 91st Street Northern Extension Project" means the project described in Section 4.03 and **Exhibit "C"** hereof.

"NW 91st Street Southern Project" means the project described in Section 4.04 and **Exhibit "C"** hereof.

"Operational and Safety Improvements" means the projects described in Section 4.05 hereof.

"Park and Ride Project" means the project described in Section 4.07 hereof.

"PREIT Increment Area" means the geographic area described in **Exhibit "E."**

"PREIT Tax Increment" means that amount equal to the difference between:

(A) the amount of general ad valorem taxes levied each year by the County, exclusive of any amount from any debt service millage, on taxable real property contained within the geographic boundaries of the PREIT Increment Area (defined herein) and **Exhibit "E"** to the Springhills District Ordinance; and

(B) the amount of general ad valorem taxes which would have been produced by the rate upon which the tax is levied each year by the County, exclusive of any amount from any debt service millage, upon the total of the assessed value of the taxable real property contained within the geographic boundaries of the Property in calendar year 2020 (the base tax year).

"PREIT Transportation and Transit Fund" means the Transportation and Transit Fund created pursuant to the Springhills District Ordinance and this Transportation Improvement Agreement.

"Preliminary Development Plan" means the preliminary development plan approved for the PREIT Project by the Board (Resolution No. DR-14-22) on September 23, 2014, as amended, which is effective until 2043.

"Project" means the development of the Property as described in the Preliminary Development Plan as may be amended.

"Property" means the approximately 383.5-acres of land specifically described in the sketch and legal description attached as **Exhibit "A"** attached hereto.

"Public Parking Spaces" means the parking spaces constructed and dedicated to public use by the Developer pursuant to Section 4.07 hereof.

"Reimbursable Project Amount" means the sum of the Reimbursable Project Cost and the Reimbursable Project Management Cost.

"Reimbursable Project Cost" means all reasonable costs and expenses incurred by the Developer, approved by the County pursuant to Section 3.03(B), of planning, design and construction of the Transportation Projects and dedicated right-of-way, and obtaining governmental approvals, certificates, permits and licenses with respect thereto and Transit Service Payments. The cost of the Transportation Projects and the Park and Ride Project shall include:

(A) contractors' fees and charges, the cost of labor, services, materials and supplies used or furnished in site improvement and construction, training and testing costs, the cost of purchasing and installing machinery, equipment, facilities, rolling stock and ancillary items, and the cost of utility services;

(B) the value of lands, property, property rights, rights-of-way, easements, franchises and other interests as may be deemed necessary or convenient, options and partial payments thereon, which are dedicated to the County, as determined at the time that the Developer dedicates the property interest by an appraisal performed by a Member of the Appraisal Institute (MAI) approved by the County;

(C) the costs of preparing surveys, cost estimates, appraisals, plans and specifications (including any preliminary study or planning or any aspect thereof), fees for engineering, supervisory and consulting services, reasonable attorney fees, planning and development costs, the costs of obtaining governmental or regulatory permits, licenses, franchises, approvals, agreements (excluding amendments to this Transportation Improvement Agreement) and any other fees or expenses necessary to establishing feasibility or practicability;

(D) premiums of all insurance and surety and payment bonds required to be maintained, all claims and expenses relating to injury and damage, and casualty and liability insurance premiums in connection with insurance against loss from such claims, applicable during the period of construction;

(E) all other costs and expenses properly attributable to such planning, design and construction of the Transportation Projects under generally accepted accounting principles.

“Reimbursable Project Management Cost” means the reasonable cost, approved by the County pursuant to Section 3.03(B), of personnel employed by the Developer which are specifically related to the management of the planning, design and construction of the Transportation Projects, including the Transit Capital Project and Park and Ride Project, provided that such personnel cost shall not exceed 2 percent of the total Reimbursable Project Cost.

“SantaFe Village” means the approximately 158 acre development located immediately east of the Project and north of Northwest 39th Avenue, as described in the SantaFe Village Agreement.

“SantaFe Village Agreement” means the Springhills District (SantaFe Village Project) Transportation Improvement Agreement between the County and SantaFe HealthCare, Inc., joined for limited purposes by AvMed, Inc., North Central Florida Hospice, Inc. and PR Gainesville Limited Partnership recorded in Alachua County Official Records Book 4315, Page 1648 and any subsequent amendments.

“SantaFe Village Capital and Reimbursement Account” means the Capital and Reimbursement Account created within the SantaFe Village Transportation and Transit Fund created pursuant to the Springhills District Ordinance.

“SantaFe Village Developer” means SantaFe HealthCare, Inc., a Florida nonprofit corporation.

“SantaFe Village Developer Reimbursement Amount” means the “SantaFe Village Developer Reimbursement Amount, as defined in the SantaFe Village Agreement.

“SantaFe Village Mitigation Fund” means the SantaFe Village Transportation Mitigation Fund created pursuant to the Springhills District Ordinance and the SantaFe Village Agreement.

“SantaFe Village Transportation and Transit Fund” means the SantaFe Village Transportation and Transit Fund created pursuant to the Springhills District Ordinance and the SantaFe Village Agreement.

“Springhills District Ordinance” means Ordinance No. 2014-18.

“Springhills Improvement District” means the Springhills Transportation Improvement District created pursuant to the Springhills District Ordinance and described in **Exhibit “B.”**

“Transit Capital Project” means the acquisition of transit vehicles pursuant to Section 4.06 hereof in order to provide the transit service per Section 6.01 hereof.

“Transit Operating Account” or **“PREIT Transit Operating Account”** shall mean the separate account in the PREIT Transportation and Transit Fund created pursuant to the Springhills District Ordinance.

“Transit Service” means passenger services provided by public, private or non-profit entities, as described in Section 6.01 hereof and, if and when applicable, in the Transportation Improvement Agreement or other “Multi-Modal Transportation Mitigation Agreements” entered

into pursuant the Multi-Modal Transportation Program with respect to property located within the Northwest Transportation Mobility District.

“Transit Service Cost” means the cost of providing the Transit Service.

“Transit Service Payment” means the payment made by the Developer, pursuant to Section 6.02(A) hereof, to supplement the cost of Transit Service.

“Transportation Improvement Agreement” means this Springhills District (PREIT Project) Transportation Improvement Agreement, as the same may be amended from time to time in accordance with the terms hereof.

“Transportation Mitigation Credit” means the sum of (A) the Developer’s Transportation Mobility Fees, (B) the value of right-of-way dedicated by the Developer for Transportation Projects, as determined by an appraisal performed by a Member of the Appraisal Institute approved by the County, (C) the Reimbursement Project Amount for the Transportation Projects, and (D) the Transit Service Payments.

“Transportation Mitigation Obligation” means the obligation to pay Transportation Mobility Fees for the Project's transportation impacts as required by Alachua County Code.

“Transportation Mobility Fees” means the direct monetary payment of multi-modal transportation mitigation fees made by the Developer for a use or phase of the Project as required by the Alachua County Code.

“Transportation Mitigation Rates” means the rates used to calculate the Transportation Mitigation Obligation established at final development plan approval for each phase, except as provided by Section 3.06 below.

“Transportation Projects” means, collectively, the NW 46th Boulevard Eastern Extension Project, the NW 46th Boulevard Western Extension Project, the NW 91st Street Northern Extension Project, the NW 91st Street Southern Project and the Park and Ride Project. Transportation Projects have the same meaning as **“PREIT infrastructure improvements”** as defined in the Springhills District Ordinance.

SECTION 1.03 INTERPRETATION. Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms and corporations. The terms "herein", "hereunder", "hereby", "hereof", and any similar terms, shall refer to this Transportation Improvement Agreement; the term "heretofore" shall mean before the date this Transportation Improvement Agreement is executed; and the term "hereafter" shall mean after the date this Transportation Improvement Agreement is executed. Each recital, covenant, agreement, representation and warranty made by a party herein shall be deemed to have been material and to have been relied on by the other parties to this Transportation Improvement Agreement. All Parties have participated in the drafting and preparation of this Transportation Improvement Agreement, and the provisions hereof shall not be construed for or against any party by reason of authorship.

SECTION 1.04 SECTION HEADINGS. Any headings preceding the texts of the several Sections of this Transportation Improvement Agreement and any table of contents or

marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Transportation Improvement Agreement nor affect its meaning, construction or effect.

ARTICLE II REPRESENTATIONS

SECTION 2.01 REPRESENTATIONS OF THE COUNTY. The County makes the following representations as the basis for the undertakings on the part of the Developer herein contained:

(A) The County is a charter county and political subdivision of the State of Florida, and has all requisite power and authority to enter into the transactions contemplated by this Transportation Improvement Agreement and to carry out its obligations hereunder and thereunder.

(B) The County is not in default under any provisions of applicable law material to the performance of its obligations under this Transportation Improvement Agreement.

(C) The County has duly authorized the execution and delivery of this Transportation Improvement Agreement and assuming the due authorization, execution and delivery by the Developer, this Transportation Improvement Agreement constitutes a valid and legally binding obligation of the County, enforceable in accordance with its terms, except to the extent that enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

(D) The authorization, execution and delivery of this Transportation Improvement Agreement, and the compliance by the County with the provisions hereof will not conflict with or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State of Florida relating to the County or its affairs, or any ordinance, resolution, agreement, mortgage, lease or other instrument to which the County is subject or by which it is bound.

(E) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of the County, threatened against or affecting the County, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby or which, in any way, would materially adversely affect the validity of this Transportation Improvement Agreement, or any agreement or instrument to which the County is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

SECTION 2.02 REPRESENTATIONS OF THE DEVELOPER. The Developer makes the following representations as the basis for the undertakings on the part of the County herein contained:

(A) The Developer is a Florida corporation and has all requisite power and authority to enter into the transactions contemplated by this Transportation Improvement Agreement and to carry out its obligations hereunder and thereunder.

(B) The Developer is not in default under any provisions of applicable law material to the performance of its obligations under this Transportation Improvement Agreement.

(C) The Developer has duly authorized the execution and delivery of this Transportation Improvement Agreement and assuming the due authorization, execution and delivery by the County, this Transportation Improvement Agreement constitutes a valid and legally binding obligation of the Developer enforceable in accordance with its terms, except to the extent that enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

(D) The authorization, execution and delivery of this Transportation Improvement Agreement, and the compliance by the Developer with the provisions hereof will not conflict with or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State of Florida relating to the Developer or its affairs, or any ordinance, resolution, agreement, mortgage, lease or other instrument to which the Developer is subject or by which it is bound.

(E) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of the Developer, threatened against or affecting the Developer, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby or which, in any way, would materially adversely affect the validity of this Transportation Improvement Agreement, or any agreement or instrument to which the Developer is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

(F) Upon the execution of this Transportation Improvement Agreement by the Developer, the Developer will own the Property located within the Project.

ARTICLE III MULTI-MODAL TRANSPORTATION MITIGATION

SECTION 3.01 PURPOSE OF THE AGREEMENT. The primary purposes of this Transportation Improvement Agreement are to:

(A) recognize that the Developer will have mitigated the transportation impact of the Project as provided for in Policies 1.1.10.1 and 1.1.10.3 of the Transportation Mobility Element of the Comprehensive Plan and Chapter 407, Article 12 of the Alachua County Code and as required for construction of the Project, subject to compliance by the Developer with the terms and conditions of this Transportation Improvement Agreement;

(B) establish that the Developer shall receive Transportation Mitigation Credit for Transportation Mitigation Payments, Transit Service Payments, right-of-way dedication, and the Transportation Projects constructed by the Developer that provide motor vehicle, transit, pedestrian and bicyclist mobility as provided for in the Ordinance No. 11-03, subject to compliance by the Developer with the terms and conditions of this Transportation Improvement Agreement;

(C) provide for the requirements of the County to reimburse the Developer as set forth herein, for the design, permitting, construction and funding of Transportation Projects and Transit

Service Payments (i.e., the Reimbursable Project Cost and Reimbursable Project Management Cost) that exceed the Developer's Transportation Mitigation Obligation as specifically described herein;

(D) encourage Transit Oriented Developments, infill development in close proximity to the City of Gainesville and public/private partnerships to effectively and efficiently provide transportation mobility options to County residents, business and visitors; and

(E) increase transportation mobility options and reduce vehicle miles of travel and per capita greenhouse gas emissions consistent with the Comprehensive Plan through provision of mobility within compact, mixed-use and interconnected developments that promote walking and biking, allow for the internal capture of trips and provide the density and intensity needed to support the frequent Transit Service funded by the County and Developer from the Springhills Improvement District to the University of Florida and UF Health Shands Hospital.

SECTION 3.02 TRANSPORTATION MITIGATION OBLIGATION.

(A) The Transportation Mitigation Rates for each use or phase of the Project shall be included on the Final Certificate of Level of Service Compliance for such phase, upon adoption of final development plans for such use or phase. The Transportation Mitigation Obligation shall be calculated in a manner consistent with the methodology established by the Multi-Modal Transportation Mitigation Program.

(B) If the County reduces the Transportation Mitigation Rates, the Developer's Transportation Mitigation Obligation for each use or phase shall be adjusted accordingly. If the County eliminates the Multi-Modal Transportation Mitigation Program, the Developer shall pay transportation impact fees or the functional equivalent to the Transportation Mitigation Obligation to mitigate the Project's impact. If the County eliminates all transportation mitigation programs, including the transportation impact fees, the Developer shall not be required to continue any further Transportation Mitigation Payments and shall not be required to construct any of the Transportation Projects that have not been completed when the transportation mitigation programs are eliminated, and shall not be required to make any Transit Service Payments.

SECTION 3.03 TRANSPORTATION MITIGATION CREDIT.

(A) The Developer shall earn Transportation Mitigation Credit upon (1) payment of Transportation Mobility Fees for a use or phase of the Project, as required by Section 3.02 hereof, (2) dedication of rights-of-way for a Transportation Project, as required by Section 5.08 hereof, (3) planning, design, construction, capital costs, and payments associated with any Transportation Project as required by Articles IV and V hereof, once the Project has been accepted by the County, and (4) payment for Transit Service, as required by Section 6.02 hereof.

(B) Within 60 days of completion and acceptance of a Transportation Project or dedication of right-of-way for a Transportation Project, the Developer shall submit documentation justifying the Reimbursable Project Amount thereof. The Developer shall keep an accurate record of the Reimbursable Project Management Cost and deliver auditable records to the County specifying the time, activities and reimbursement amount requested for each employee. The reasonableness of the Reimbursable Project Management Cost reimbursement request (which shall

not exceed 2 percent of the total Reimbursable Project Cost) shall be judged by and based upon industry standards for similar work on similar projects. Within 30 days thereafter, the Parties shall meet to review the documentation and determine the appropriate Transportation Mitigation Credit. The County shall accept Transportation Projects in accordance with Inspection and Acceptance of Required Improvements, §407.86, Alachua County Code.

(C) Upon submission of requisitions by the Developer, Transportation Mitigation Credit earned by the Developer shall be reimbursed by the County pursuant to Article VII hereof. Reimbursement shall reduce the amount of Transportation Mitigation Credit available to the Developer.

(D) Transportation Mitigation Credit that has not been reimbursed pursuant to Article VII hereof, may be used by the Developer to satisfy the Transportation Mitigation Obligation of a use or phase of the Project. If no Transportation Mitigation Credit is available, the Developer, or its successors and assigns, shall satisfy the Transportation Mitigation Obligation, as required by the Multi-Modal Transportation Mitigation Program pursuant to the Alachua County Code.

(E) The Developer shall receive a fifteen percent reduction in the Transportation Mitigation Rate for any use or phase of the Project when the Developer has Transportation Mitigation Credits in excess of its Transportation Mitigation Obligation at the time of final development plan approval for a use or phase.

(F) The Developer has the right to determine which uses within the Project are authorized to use any Transportation Mitigation Credit earned by the Developer. The Developer shall have the right to use Transportation Mitigation Credit for any uses within the Project and any property owned by the Developer in the Northwest Transportation Mobility District consistent with the Multi-Modal Transportation Mitigation Program pursuant to the Alachua County Code.

SECTION 3.04 IMPACT OF DEVELOPMENT. The Developer acknowledges and agrees that the conveyances and commitments pursuant to this Transportation Improvement Agreement are necessary to reduce the impacts of the Project and meet the "essential nexus" and "rough proportionality" requirements established by the United States Supreme Court in *Nollan v. California Coastal Commission*, 483 U.S. 825 (1987) and *Dolan v. City of Tigard*, 512 U.S. 374 (1994).

SECTION 3.05 BURDEN ON PROPERTY OWNERS' RIGHTS. The Developer acknowledges and agrees that the conveyances and commitments pursuant to this Transportation Improvement Agreement in no way inordinately burdens an existing use of the Project or vested right to a specific use of the Project.

SECTION 3.06 MOBILITY FEES. Upon acceptance of a Transportation Project by the County that creates a Transportation Mitigation Credit, the Transportation Mitigation Obligation for any use within the Project that utilizes the Transportation Mitigation Credit shall be calculated using the Transportation Mitigation Rates in effect at the time the Transportation Mitigation Credit was established.

ARTICLE IV TRANSPORTATION PROJECTS

SECTION 4.01 NW 46TH BOULEVARD EASTERN EXTENSION PROJECT.

The Developer shall design and construct the NW 46th Boulevard Eastern Extension Project including a two-lane roadway, dedicated transit lane(s), in-street bicycle facilities, pedestrian facilities and associated stormwater facilities in accordance with all County requirements. The Developer shall dedicate to the County all right-of-way necessary for the improvements, including stormwater facilities (by deed or drainage easement). The NW 46th Boulevard Eastern Extension Project shall extend from the eastern boundary of the Project, connecting with the portion of Northwest 46th Boulevard to be constructed pursuant to Section 4.01 or 5.02 of the SantaFe Village Agreement, to the planned eastern terminus of the NW 46th Boulevard Western Extension Project to be designed and constructed pursuant to Section 4.02 hereof, as conceptually illustrated in **Exhibit “C”** hereof. The portion of the NW 46th Boulevard Eastern Extension Project that is eligible for calculation in the Developer Reimbursement Amount per Section 7.04 will be 100% of the cost of the transit lane(s) and related right-of-way and stormwater facilities, and 86.1% of the cost of the remaining infrastructure components (e.g., two-lane roadway, in-street bicycle facilities, pedestrian facilities, and stormwater facilities) and related right-of-way.

SECTION 4.02 NW 46TH BOULEVARD WESTERN EXTENSION PROJECT.

The Developer shall design and construct the NW 46th Boulevard Western Extension Project including a two-lane roadway, dedicated transit lane(s), in-street bicycle facilities (other than on the elevated bridge section, where they may be separated), pedestrian facilities and associated stormwater facilities in accordance with all County requirements. The Developer shall dedicate to the County all right-of-way necessary for the improvements, including stormwater facilities (by deed or drainage easement). The NW 46th Boulevard Western Extension Project shall extend from the western terminus of the NW 46th Boulevard Eastern Extension Project over Interstate 75 and terminate at existing intersection of Northwest 39th Avenue and Northwest 98th Street, as conceptually illustrated in **Exhibit “C.”** The portion of the NW 46th Boulevard Western Extension Project that is eligible for calculation in the Developer Reimbursement Amount per Section 7.04 will be 100% of the cost of transit lane(s), the bridge structure, two-laning over I-75, and related right-of-way and stormwater facilities, and 83.5% of the cost of the remaining infrastructure e.g., two-lane roadway, in-street bicycle facilities, pedestrian facilities, and stormwater facilities) and related right-of-way.

SECTION 4.03 NW 91ST STREET NORTHERN EXTENSION PROJECT. The Developer shall design and construct the NW 91st Street Northern Extension Project including a two-lane roadway, in-street parking lanes, in-street bicycle facilities, pedestrian facilities, and associated stormwater facilities, in accordance with all County requirements. The Developer shall dedicate to the County all right-of-way necessary for the improvements, including stormwater facilities (by deed or drainage easement). The NW 91st Street Northern Extension Project shall extend from the existing northern terminus of Northwest 91st Street to the eastern property boundary of the Project, as conceptually illustrated in **Exhibit “C.”** The portion of NW 91st Street Northern Extension Project that is eligible for calculation in the Developer Reimbursement Amount per Section 7.04 will be 80% of the cost of the infrastructure improvements (e.g., two-lane roadway, in-street bicycle facilities, pedestrian facilities, and stormwater facilities) and related right-of-way.

SECTION 4.04 NW 91ST STREET SOUTHERN PROJECT. The Developer shall pay the County two payments as follows:

1. \$125,000 upon issuance of a building permit for the 750th residential unit or 500,000th square foot of non-residential development, whichever comes first; and
2. \$375,000 upon issuance of a building permit for the 1,000th residential unit or 750,000th square foot of non-residential development, whichever comes first.

The County shall use the above contributed funds to upgrade components of NW 91st Street Southern Project, including but not limited to right-of-way acquisition, road improvements, sidewalks, in-street bicycle facilities, pedestrian facilities, and stormwater facilities.

SECTION 4.05 OPERATIONAL AND SAFETY IMPROVEMENTS.

(A) The Developer Agreement entered into between Pennsylvania Gainesville Limited Partnership, a Delaware limited partnership and the County dated April 26, 2011 (“Developer Agreement”) is hereby terminated and replaced by this Section 4.05. The transportation improvements required by this Section 4.05 shall be made in lieu of those in the terminated Developer Agreement.

(B) Operational and Safety Improvements. The Developer shall be responsible for the following operational and safety improvements (“Operational and Safety Improvements”):

1. Prior to the issuance of the first Certificate of Occupancy for development inside any of the parcels subject to this agreement north of NW 39th Avenue and east of I-75, the Developer shall seek authorization from the Florida Department of Transportation to convert the existing single eastbound left turn lane on NW 39th Avenue at NW 91st Street to dual left turn lanes using existing space within the existing median and if so authorized, make said improvements; and
2. Prior to the issuance of the first Certificate of Occupancy for development inside any of the parcels subject to this agreement north of NW 39th Avenue and west of I-75, the Developer shall seek authorization from the Florida Department of Transportation to construct a westbound right turn lane on NW 39th Avenue at NW 98th Street and if so authorized, make said improvements.

The County shall support the efforts of the Developer to obtain the necessary permits from the Florida Department of Transportation.

SECTION 4.06 TRANSIT CAPITAL PROJECT.

At the time that the requirements for Transit Service in Section 6.01 are met, the County shall first utilize funds in the Transit Operating Account to pay for the Transit Capital Project.

SECTION 4.07 PARK AND RIDE PROJECT.

(A) The Developer shall be responsible for the design and construction of two park and ride facilities, as shown on the Preliminary Development Plan. The first park and ride facility will consist of 50 park and ride spaces and be constructed in the Northeast quadrant of the Project after Phase 1 of the NW 46th Boulevard Eastern Extension Project is completed and prior to the issuance of a building permit for the 750th residential unit. The second park and ride facility will consist of 25 park and ride spaces and be designed and constructed in the Northwest quadrant of the Project after the NW 46th Boulevard Western Extension Project is completed and prior to the issuance of a building permit for the 1500th residential unit. Developer shall have the option to reduce the number of reserved park and ride parking spaces to correspond with documented demand after five years of operation. Developer shall reimburse the County on a proportionate basis for any reduction in the number of dedicated park and ride parking spaces. If implemented, the Developer and County Manager shall execute a Letter of Understanding documenting the reduction and confirming the reimbursement paid by the Developer. This option shall not require an amendment to this Transportation Improvement Agreement.

(B) The Developer may enter into a lease agreement with Santa Fe College, the University of Florida, UF Health Shands Hospital or the Veterans Administration to lease up to 50 percent of the Public Parking Spaces under terms and conditions (including rent payments, maintenance, etc.) acceptable to the Developer.

(C) The Developer may choose to construct either surface park and ride lots or structured park and ride facilities or both. If the Developer seeks reimbursement for a structured park and ride facility after receiving reimbursement for a surface park and ride lot, the County shall reimburse the Developer for the difference between (1) the cost of the structured park and ride facility and (2) the amount that the County reimbursed the Developer for the surface park and ride lot. The Developer may construct additional parking spaces in any surface or structured park and ride facility, at no cost to the County, for use by the Project.

The specific location for each park and ride facility will be specified in the final development plan approval for the use or phase of the Project incorporating the park and ride facility. Prior to each such final development plan approval, the Developer shall provide an access plan to the County detailing the processes or procedures it will use to ensure public transit users have perpetual access to the Public Parking Spaces during the following times: (1) daily between 6:00 am and 8:00 pm, to ensure public transit user access to 33 percent of the Public Parking Spaces; and (2) weekdays, between and including 6:00 am and 10:00 am, to ensure public transit user access to 100 percent of the Public Parking Spaces.

(D) The Developer shall provide to the County a perpetual access easement for the Public Parking Spaces prior to final inspection and release of the park and ride facility by the County. The Developer shall demonstrate how access to the Public Parking Spaces shall be provided during the final development plan approval and provision of that access shall be a

condition of final development plan approval. Prior to receiving any credit for this project, the Developer shall demonstrate to the County how the Developer has met the access conditions of the final development plan.

(E) The County shall permit the Developer to charge up to \$2 per space per day for spaces available to the public to recoup ongoing maintenance, operations, insurance and staffing costs associated with the public use upon justification of the costs. Prior to receiving final development plan approval for the park and ride facility, the Developer shall receive County approval of a technical analysis that justifies any proposed charge for parking. Subsequent reviews to modify the parking charge following final development plan approval shall be subject to prior approval by the County Manager and shall not exceed \$2 per space per day.

(F) The Developer shall have the right to request Board approval for a rate higher than the \$2 per space per day. Copies of any such request and the Board minutes approving any such rate increase shall be appended to each executed copy of this Transportation Improvement Agreement for convenience of reference. The Developer must include data and analysis in its request which demonstrates that the higher dollar amount is justified to recoup ongoing maintenance, operations, insurance and staffing costs and that the higher dollar amount will have minimal effect on public use of the park and ride facility and Transit Service.

ARTICLE V DESIGN AND CONSTRUCTION

SECTION 5.01 PROJECT TIMING.

(A) The Developer shall commence design of the NW 46th Boulevard Eastern Extension Project upon issuance of a building permit for the 600th residential unit or a building permit for 400,000 square feet of non-residential development, whichever comes first. Construction of Phase 1 of the NW 46th Boulevard Eastern Extension Project shall be substantially complete and open for traffic prior to issuance of a building permit for the 750th residential unit or a building permit for the 500,000th square foot of non-residential development, whichever comes first. Construction of Phase 2 of the NW 46th Boulevard Extension Project shall be substantially complete and open for traffic prior to the issuance of a building permit for the 1,000th residential unit or a building permit for the 750,000th square foot of non-residential development, whichever comes first. Construction of Phase 3 of the NW 46th Boulevard Extension Project shall be substantially complete and open for traffic prior to the issuance of a building permit for the 1,200th residential unit or a building permit for the 900,000th square foot of non-residential development, which comes first. Notwithstanding the foregoing, construction of the transit lane component of the NW 46th Boulevard Eastern Extension Project may be delayed, at the election of the Developer, until the transit lane component of Northwest 46th Boulevard is constructed east of the Project and provides a connection to Northwest 83rd Street and Northwest 39th Avenue or later with County concurrence.

(B) The Developer shall design and construct each of the park and ride facilities constituting the Park and Ride Project and in accordance with Section 4.07(A) hereof.

(C) The Developer shall commence design of the Northwest 91st Street Northern Extension Project upon issuance of a building permit for the 600th residential unit or upon a

building permit for the 400,000th square foot of non-residential development, whichever comes first. Construction shall be substantially complete and open for traffic prior to issuance of a building permit for the 750th residential unit or issuance of building permit for the 500,000th square foot of non- residential development, whichever comes first.

(D) The Developer shall commence design of the NW 46th Boulevard Western Extension Project upon issuance of a building permit for the 1,300th residential unit or issuance of a building permit for the 950,000th square foot of non-residential development, whichever comes first. Construction shall be substantially complete and open for traffic prior to issuance of a building permit for the 1,500th residential unit or issuance of a building permit for the 1,000,000th square foot of non-residential development, whichever comes first. Notwithstanding the foregoing, construction of the transit lane component of the NW 46th Boulevard Western Project may be delayed, at the election of the Developer, until the transit component of Northwest 46th Boulevard is constructed east of the Project and provides a connection to Northwest 83rd Street and Northwest 39th Avenue or later with County concurrence.

(E) The Developer shall design and construct the Operational and Safety Improvements pursuant to Section 4.05.

(F) The Developer may commence design and construction of any of the projects, or portions and phases thereof, in this Section earlier than the thresholds identified herein and, in such case, shall be eligible for the same Developer Reimbursement Amount required herein as if designed and constructed when required by the thresholds herein. Nothing herein shall be construed to require the Developer to design or construct any of the projects of this Section without first reaching the building permit thresholds identified herein, and, in such case, shall be eligible for the same Developer Reimbursement Amount required herein as if designed and constructed when required by the thresholds herein.

SECTION 5.02 RIGHT-OF-WAY CONTINGENCY. The Developer's obligation to construct any portion of a project under this Transportation Improvement Agreement is contingent on the availability of the necessary right-of-way to the Developer or the County or through the permission of all relevant entities. The Developer shall construct all portions of a Transportation Project where the right-of-way is available unless the County determines that it is unreasonable or impractical to construct a portion of a project without constructing the entire project.

SECTION 5.03 SELECTION OF DESIGN ENGINEER.

The Developer agrees to select the design engineer for each Transportation Project that is to be constructed and located on County-owned right-of-way in accordance with Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act. The public shall not be excluded from the proceedings under this Section. As an alternative, the obligations under this Section 5.03 may be satisfied by selection of a design engineer by a community development district pursuant to Chapter 190, Florida Statutes.

SECTION 5.04 DESIGN AND PERMITTING.

(A) The final design and cross-sections of each Transportation Project shall be determined prior to final development plan approval of each project, consistent with the

requirements of the approved Preliminary Development Plan, Comprehensive Plan and Alachua County Code. The Developer shall design each Transportation Project, in accordance with the approved Preliminary Development Plan and applicable County requirements, to promote walking, biking and riding transit and to calm motor vehicle traffic.

(B) The Developer acknowledges its obligation to obtain all necessary permits that may be needed for each Transportation Project. The Developer is responsible for coordinating any permitting activities with all appropriate government agencies. The failure of this Transportation Improvement Agreement to address any particular permit, condition, term, or restriction applicable to the Project shall not relieve the Developer or its successors or assigns of the necessity of complying with federal, state, and local permitting requirements, conditions, terms, or restrictions as may be applicable.

(C) The Developer shall apply for and obtain construction permits prior to commencing construction of each Transportation Project. Upon written request by the County, the Developer shall deliver copies of all plans and permits in the Developer's possession related to each Transportation Project to the County for review.

(D) In addition, the County shall reasonably assist the Developer, upon request, in its efforts to obtain all permits and approvals required from other governmental agencies or authorities in connection with the completion of each Transportation Project. Promptly upon compliance with all applicable conditions of approval, the County shall grant to the Developer all rights-of-way utilization permits necessary or required for the construction activity.

SECTION 5.05 SOLICITATION OF CONTRACTOR BIDS.

(A) The Developer will pre-qualify prospective General Contractors to submit bids on each Transportation Project. The pre-qualification criteria shall be at the discretion of the Developer and shall include but not necessarily be limited to experience, financial resources, organization and personnel, equipment, past record or history of the person or entity, and ability to post payment and performance bonds. The Developer will prepare bid packages and will deliver them to each pre-qualified prospective General Contractor.

(B) The Developer will cause each pre-qualified prospective General Contractor to actively solicit the participation of Local Subcontractors for Designated Subcontracts and will pre-qualify such Local Subcontractors using the general criteria for pre-qualification of General Contractors, but evaluating such criteria in a manner consistent with the services to be provided by such Local Subcontractors. Prospective General Contractors bidding on the Projects will be required to solicit bids or quotes for Designated Subcontracts from qualified Local Subcontractors. Pre-qualified Local Subcontractors not submitting the lowest bid or quote for Designated Subcontracts, but whose bid or quote is within five percent of the lowest bid or quote, will be notified in writing by the prospective General Contractor and given three business days to accept the Designated Subcontract at the lowest bid or quote received by the General Contractor. Pre-qualified Local Subcontractors accepting the prospective General Contractor's offer will be included in the prospective General Contractor's bid.

(C) The Developer may meet with each prospective General Contractor after receipt of its bid and will announce the winning bid approximately 30 calendar days after the bid deadline.

Following announcement of the winning bid, the Developer will enter into negotiations for a lump-sum, competitively-bid contract that is subject to normal change orders. Construction by the General Contractor will begin approximately 45 to 120 calendar days after the contract is awarded.

(D) The Developer shall provide, or at its option cause the General Contractor to provide, a payment and performance bond meeting the requirements of Section 255.05, Florida Statutes, for construction on County-owned right-of-way.

(E) As an alternative, the obligations of this Section 5.05 may be satisfied by soliciting contractor bids by a community development district pursuant to Chapter 190, Florida Statutes.

SECTION 5.06 INSURANCE. The Developer will require its contractors to maintain workers' compensation coverage and insurance naming the County as an Additional Insured Party in accordance with Florida Statutes and **Exhibit "D:"** Type A: Insurance Requirements, attached and incorporated by reference to this Transportation Improvement Agreement.

SECTION 5.07 CONSTRUCTION.

(A) The Developer shall cause each Transportation Project to be constructed substantially in accordance with the requirements of this Transportation Improvement Agreement, the issued permits, and all applicable laws, rules, regulations and standards. Upon commencement of construction of each Transportation Project, the Developer shall complete construction and shall cause such construction to be completed free of construction liens or claims. Upon reaching the thresholds set forth in Section 5.01 hereof, the Developer agrees to diligently pursue construction of each Transportation Project without unreasonable delay.

(B) The Developer shall require the design engineer for each Transportation Project to sign and seal as-built drawings of each Transportation Project and provide them to the County.

SECTION 5.08 RIGHT-OF-WAY DEDICATION.

(A) The final delineation and legal descriptions of right-of-way, utility, and drainage easements to be dedicated to the County by the Developer shall be determined prior to final development plan approval for each Transportation Project. Upon completion of a Transportation Project, the County shall accept the Transportation Project in accordance with Inspection and Acceptance of Required Improvements, §407.86, Alachua County Code. The Developer shall submit an irrevocable letter of credit or other form of surety acceptable to the County Attorney and receive a certificate of completion in anticipation of an approval for maintenance from the County for each Transportation Project to be dedicated to the County in accordance with §407.86, Alachua County Code. The Developer shall dedicate the right-of-way, as set forth in this Section, to the County within 30 days of receiving a certificate of completion from the County. The County shall hold the deeds in escrow and present the deeds to the Board for acceptance once a Transportation Project is accepted for maintenance by the County Engineer.

(B) Upon final development plan approval for the NW 46th Boulevard Eastern Extension Project, the Developer may dedicate the entire right-of-way to the County in the form of a deed. The Developer shall be eligible to receive Transportation Mitigation Credit for dedication of this right-of-way at the time of the dedication.

(C) Upon final development plan approval for the NW 46th Boulevard Western Extension Project, the Developer may dedicate the entire right-of-way to the County in the form of a deed. The Developer shall be eligible to receive Transportation Mitigation Credit for dedication of this right-of-way at the time of the dedication.

(D) Upon final development plan approval for the NW 91st Street Northern Extension Project, the Developer may dedicate the entire right-of-way to the County in the form of a deed. The Developer shall be eligible to receive Transportation Mitigation Credit for dedication of this right-of-way at the time of the dedication.

ARTICLE VI TRANSIT SERVICE

SECTION 6.01 TRANSIT OPERATIONS.

(A) To the extent that funds are available from the Developer, as set forth in Section 6.02 of this Transportation Improvement Agreement, the Transit Operating Account or other "Multi- Modal Transportation Mitigation Agreements" entered into pursuant the Multi-Modal Transportation Program with respect to property located within the Northwest Transportation Mobility District, including the Transportation Improvement Agreement, the County shall provide Transit Service according to the following schedule.

(1) Transit Service to the site shall commence no later than sufficient funds are available to purchase transit vehicles under Section 4.06 of this Transportation Improvement Agreement and after issuance of the certificate of occupancy for the 750th residential unit or 500,000th square feet of non-residential development, whichever comes first.

(2) Service will run from the Project, through SantaFe Village, by or through Santa Fe College and to the University of Florida McCarty Hall Transfer Hub by way of the Oaks Mall. Routing may be adjusted in order to provide the optimum route characteristics and efficient service patterns.

(3) As development progresses and demand increases at the Project, SantaFe Village, Santa Fe College and other regional users, transit service will become more frequent and have more extensive service hours until providing a span of service of 18 hours per day on weekdays, 15 hours per day on Saturdays and 12 hours per day on Sundays. The route will eventually be operated at 10-minute headways during peak weekday travel periods and 15-minute headways in off-peak weekday travel times. On weekends, service will be operated at 20-minute headways on Saturdays and 30- minute headways on Sundays. Necessary increases to these service characteristics may be made by the County based on actual service demand and funding availability.

(B) The County may enter into an agreement with a third party or the Developer to provide Transit Service.

(C) If the County deems service is warranted and elects to extend Transit Service to the Downtown Transfer Hub and the Eastside Activity Center, the County may use up to 25 percent of the funds annually deposited in the Transit Operating Account to fund the extension. The County

shall not use these funds to fund the extension to the Downtown Transfer Hub and Eastside Activity Center if 50 percent or more of the land within the Eastside Activity Center (per the delineation of the Activity Center in the Comprehensive Plan as of the date of this Transportation Improvement Agreement) has been annexed into a municipality.

SECTION 6.02 DEVELOPER'S TRANSIT FUNDING OBLIGATION.

(A) The Developer shall supplement the Transit Service Cost as set forth in this Section and the County shall give Transportation Mitigation Credit to the Developer for the payments made under this Subsection. The Developer's annual Transit Service Payment shall be made on November 15 of the first 15 Fiscal Years during which Transit Service is provided pursuant this Transportation Improvement Agreement, as set forth in Section 6.01(A)(1) hereof. The Developer's annual payment obligation shall be determined and paid as follows:

- (1) first Fiscal Year – \$150,000;
- (2) second Fiscal Year – \$200,000;
- (3) third Fiscal Year - \$250,000;
- (4) fourth Fiscal Year - \$300,000; and

(5) beginning in the fifth Fiscal Year and continuing through the fifteenth Fiscal Year, the Developer's annual payment obligation of \$300,000 shall be increased or decreased to reflect any change (prior to seasonal adjustment), in the Consumer Price Index, using May of the fourth Fiscal Year as the base month. The increase or decrease for each Fiscal Year shall be computed on or prior to July 1, using the Consumer Price Index for the month of May. If the Consumer Price Index shall cease to use 1982-84 as the base year, the Consumer Price Index shall be converted in accordance with the conversion factor, if any, published by the United States Department of Labor, Bureau of Labor Statistics. If the Consumer Price Index is discontinued or revised during the term of the Agreement, such other governmental index or computation, if any, with which it is replaced shall be used. If no conversion factor is supplied by the United States Department of Labor, Bureau of Statistics, either for a new base year or a new index, the Parties shall agree upon a conversion factor for the Consumer Price Index to be used.

(B) If, for any Fiscal Year, the Developer fails to make its annual Transit Service Payment, the County may transfer an equivalent amount from the Capital and Reimbursement Account to the Transit Operating Account. No such transfer shall eliminate the Developer's obligation to make the Transit Service Payment. When the delinquent Transit Service Payment is received, the County shall transfer an equivalent amount from the Transit Operating Account to the Capital and Reimbursement Account.

(C) The obligation to provide payment for transit service per this section survives the term of this Transportation Improvement Agreement.

ARTICLE VII FUNDING AND REIMBURSEMENT

SECTION 7.01 MITIGATION FUND.

(A) The County shall establish a Mitigation Fund in the Springhills Mitigation Fund and deposit therein all Transportation Mitigation Obligation Payments satisfying the multi-modal transportation obligation for developments within the boundaries of the Project.

(B) Funds on deposit in the Mitigation Fund shall be used to reimburse the Developer for the Reimbursable Project Amount and Transit Service Payments, as set forth in Sections 7.04 and 6.02 hereof, respectively.

(C) At the County's sole option, it may encumber and subsequently expend funds on deposit in the Mitigation Fund for design and/or construction of the next Transportation Project the Developer is required to design and construct hereunder; provided that (1) there is no Developer Reimbursement Amount then outstanding, and (2) sufficient funds remain available for completion of any Transportation Project then under design or construction. Design and/or construction of a Transportation Project by the County utilizing funds from the Mitigation Fund shall reduce and offset the Developer's obligations hereunder.

SECTION 7.02 TRANSPORTATION AND TRANSIT FUND.

(A) The County shall establish the PREIT Transportation and Transit Fund and deposit an amount equal to 30 percent of the PREIT Tax Increment for 22 years following the Effective Date of this Transportation Improvement Agreement.

(B) The County shall allocate 25 percent of each deposit described in the foregoing subsection (A) to the Transit Operating Account. Funds on deposit in the Transit Operating Account shall be used to pay for the Transit Capital Project pursuant to Section 4.06 and to provide Transit Service as described in Section 6.01.

(C) The County shall allocate 75 percent of each deposit described in the foregoing subsection (A) to the Capital and Reimbursement Account. Funds on deposit in the Capital and Reimbursement Account shall be used to pay the Developer Reimbursement Amount, for the Transportation Projects and Transit Service Payments.

(D) Notwithstanding the foregoing subsections (B) and (C), if Transit Service is terminated due to annexation, as set forth in Section 8.07 of this Transportation Improvement Agreement, the County shall allocate 100 percent of each deposit described in the foregoing subsection (A) to the Capital and Reimbursement Account.

(E) At the County's sole option, it may encumber and subsequently expend funds on deposit in the Capital and Reimbursement Account for design and/or construction of the next Transportation Project the Developer is required to design and construct hereunder; provided that (1) there is no Developer Reimbursement Amount then outstanding, and (2) sufficient funds remain available for completion of any Transportation Project then under design or construction. Design and/or construction of a Transportation Project by the County utilizing funds from the Mitigation Fund shall offset the Developer's obligations hereunder.

SECTION 7.03 COVENANT TO BUDGET.

(A) The County hereby covenants and agrees to appropriate in its annual budget for each Fiscal Year, by amendment, if necessary, from Non-Ad Valorem Funds lawfully available in each Fiscal Year, amounts necessary to make the deposits required by Section 7.02 hereof for such Fiscal Year. The County's covenant and agreement to budget and appropriate such amounts of Non-Ad Valorem Funds shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Funds or other legally available funds in amounts sufficient to make the deposits required by Section 7.02 hereof have been budgeted, appropriated and actually deposited.

(B) The foregoing covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Funds, nor does it preclude the County from pledging its Non-Ad Valorem Funds in the future, nor does it give the Parties to this Transportation Improvement Agreement a prior claim on the Non-Ad Valorem Funds as opposed to claims of general creditors of the County. The covenant to appropriate Non-Ad Valorem Funds is subject in all respects to the payment of obligations secured by a pledge of or covenant to budget such Non-Ad Valorem Funds heretofore or hereafter entered into (including the payment of debt service on bonds, loans and other debt instruments). However, during the term of this Transportation Improvement Agreement, the County agrees that obligations pledging the Non-Ad Valorem Funds as security will be issued only if on the date of their issuance, the amount of Non-Ad Valorem Funds received by the County during the most recent Fiscal Year is at least equal to the sum of (1) the aggregate maximum annual debt service on all obligations secured by the Non-Ad Valorem Funds, including the obligations then to be issued, and (2) the deposits required by Section 7.02 of this Transportation Improvement Agreement.

(C) No provision of this Transportation Improvement Agreement shall be considered a general obligation of the County within the meaning of any constitutional or statutory provision or limitation. Amounts payable hereunder are limited obligations of the County and neither the property, the full faith and credit nor the taxing power of the County is pledged as security for the obligations due hereunder.

SECTION 7.04 DEVELOPER REIMBURSEMENT AMOUNT.

(A) The Developer Reimbursement Amount shall be cumulatively accounted for by the County. Upon submission of requisitions by the Developer, on or before November 15 of any year, amounts on deposit in the Mitigation Fund and the Capital and Reimbursement Account as of the immediate prior September 30 will be used to pay the Developer Reimbursement Amount to the Developer, without interest, on or before December 31 of each year. The County's obligation to pay the Developer Reimbursement Amount is limited to amounts on deposit in the Mitigation Fund and the Capital and Reimbursement Account. The County shall pay the Developer first from the Mitigation Fund, and second from the Capital and Reimbursement Account.

(B) If no Developer Reimbursement Amount is then outstanding, the County may prepare a Completion Cost Estimate. Upon completion, notice and a copy of the Completion Cost Estimate shall be provided to the Developer. At any time following thirty days after such notice has been given and the Completion Cost Estimate is not challenged through mediation requested by the Project as provided in Section 8.11 of this Agreement, any amount then on deposit in the Capital and Reimbursement Account that exceeds 110 percent of the Completion Cost Estimate may be

transferred to the County's General Fund. Thereafter, the County shall prepare a Completion Cost Estimate at least biennially and, upon completion, provide notice and a copy of the Completion Cost Estimate to the Developer. At any time following thirty days after such notice has been given and the Completion Cost Estimate is not challenged through mediation requested by the Developer, as provided in Section 8.11 of this Agreement, any amount then on deposit in the Capital and Reimbursement Account that exceeds 110 percent of the Completion Cost Estimate may be transferred to the County's General Fund. No transfers of funds to the County's General Fund provided for herein may occur during the pendency of mediation pursuant to Section 8.11 of this Agreement.

(C) If, at the scheduled termination date of this Transportation Improvement Agreement, funds remain in the Mitigation Fund after the Developer Reimbursement Amount has been paid to the Developer, the Mitigation Fund and the SantaFe Village Mitigation Fund shall be closed. The funds on deposit therein shall be retained in the Springhills Mitigation Fund and applied to payment of the SantaFe Village Developer Reimbursement Amount. Thereafter, amounts required hereunder to be deposited in the Mitigation Fund shall be deposited in the Springhills Mitigation Fund.

(D) If, at the scheduled termination date of the SantaFe Village Agreement, funds remain in the SantaFe Village Mitigation Fund after the SantaFe Village Developer Reimbursement Amount has been paid to the SantaFe Developer, the Mitigation Fund and the SantaFe Village Mitigation Fund shall be closed. The funds on deposit therein shall be retained in the Springhills Mitigation Fund and applied to payment of the Developer Reimbursement Amount. Thereafter, amounts required hereunder to be deposited in the SantaFe Village Mitigation Fund shall be deposited in the Springhills Mitigation Fund.

(E) If, at the scheduled termination date of this Transportation Improvement Agreement, funds remain in the Capital and Reimbursement Account after the Developer Reimbursement Amount has been fully paid to the Developer from the Mitigation Fund and the Capital and Reimbursement Account, the Capital and Reimbursement Account and the SantaFe Village Capital and Reimbursement Account shall be closed. The funds on deposit therein shall be retained in the Capital and Reimbursement Account and applied to payment of the SantaFe Village Developer Reimbursement Amount. Thereafter, amounts required hereunder to be deposited in the Capital and Reimbursement Account shall be deposited in the Capital and Reimbursement Account.

(F) If, at the scheduled termination date of the SantaFe Village Agreement, funds remain in the SantaFe Village Capital and Reimbursement Account after the SantaFe Village Developer Reimbursement Amount has been fully paid to the SantaFe Village Developer from the SantaFe Village Mitigation Fund and the SantaFe Village Capital and Reimbursement Account, the Capital and Reimbursement Account and the SantaFe Village Capital and Reimbursement Account shall be closed. The funds on deposit therein shall be retained in the Capital and Reimbursement Account and applied to payment of the Developer Reimbursement Amount. Thereafter, amounts required hereunder to be deposited in the SantaFe Village Capital and Reimbursement Account shall be deposited in the Capital and Reimbursement Account.

(G) If, at the scheduled termination date of this Transportation Improvement Agreement, funds remain in the Transit Operating Account, said funds shall be paid to the Developer, to the extent that the Developer has not been fully paid the Developer Reimbursement Amount.

(H) If, at the scheduled termination of this Transportation Improvement Agreement, funds remain in the Transit Operating Account after the Developer Reimbursement Amount has been fully paid to the Developer, the Transit Operating Account shall be closed. The funds on deposit therein shall be retained in the Transit Operating Account and applied in accordance with the Springhills District Ordinance. Thereafter, no further deposits to the Transit Operating Account shall be required hereunder.

(I) If, at the scheduled termination date of this Transportation Improvement Agreement, the funds in the Mitigation Fund and the Capital and Reimbursement Account, and/or the Capital and Reimbursement Account and the Springhills Mitigation Fund are insufficient to fully pay the Developer Reimbursement Amount, the Developer shall not be entitled to any further payments beyond all amounts then available in said accounts and fund and the County's payment obligations hereunder shall be deemed fully satisfied; provided however, that the Developer shall retain its Transportation Mitigation Credit in accordance with Section 3.03(F) hereof.

ARTICLE VIII GENERAL PROVISIONS

SECTION 8.01 EFFECTIVE DATE. This Transportation Improvement Agreement shall become effective upon execution by the County and the Developer.

SECTION 8.02 RECORDATION. The County shall record this Transportation Improvement Agreement against the Property in the Official Records of Alachua County, Florida, at the Developer's expense, within 10 business days after the execution of this Transportation Improvement Agreement by both Parties.

SECTION 8.03 TERM OF AGREEMENT. This Transportation Improvement Agreement will commence on the Effective Date and terminate on December 31, 2048.

SECTION 8.04 FORCE MAJEURE.

(A) As a condition precedent to the right to claim excuse of performance due to a Force Majeure Event, the party claiming a Force Majeure Event shall promptly notify the other party verbally and, as soon as practical, but in no event more than ten days thereafter, prepare and deliver to the other party a written notice with a detailed description of:

- (1) the nature of the Force Majeure Event;
- (2) the date/time of the commencement of the Force Majeure Event;
- (3) the estimated duration and cost impact of the Force Majeure Event, if any, on the party's obligations, under this Transportation Improvement Agreement; and
- (4) the estimated impact (other than cost) of the Force Majeure Event, if any, on the party's obligations under this Transportation Improvement Agreement.

(B) When a party claims excuse of performance due to a Force Majeure Event, the party claiming the Force Majeure Event shall, as quickly as possible, to the extent reasonable, eliminate the cause therefore, reduce the costs thereof, and resume performance under this Transportation

Improvement Agreement. The party claiming the Force Majeure Event shall provide prompt notice to the other of the cessation of a Force Majeure Event. The party claiming a Force Majeure Event shall affirmatively prove to the other party the occurrence of the Force Majeure Event and all resulting impacts, if any, to the performance of this Transportation Improvement Agreement.

SECTION 8.05 DEFAULT AND REMEDIES.

(A) Any one or more of the following events shall constitute an event of default under this Transportation Improvement Agreement by the Developer (each a "**Developer Event of Default**"):

(1) the Developer fails to timely complete any Transportation Project, as required by Section 5.01 hereof, unless excused or justified by a Force Majeure Event of which the Developer has provided prompt written notice to the County; provided that (a) if the obligation inhibiting effects of a Force Majeure Event is claimed for a continued duration of 180 days, and/or (b) if the obligation inhibiting effects of Force Majeure Events is claimed for an aggregated period of 360 days, the Developer's failure to timely complete any Transportation Project, as required by Section 5.01 hereof, shall not be excused or justified by a Force Majeure Event;

(2) the Developer fails to perform or to observe any other covenant or condition to be performed or complied with by the Developer under this Transportation Improvement Agreement, unless excused or justified by a Force Majeure Event of which the Developer has provided prompt written notice to the County; provided however, that (a) if the obligation inhibiting effects of a Force Majeure Event is claimed for a continued duration of a year and a day, and/or (b) if the obligation inhibiting effects of Force Majeure Events is claimed for an aggregated period of four years and a day, the Developer's failure to perform or to observe any covenant or condition to be performed or complied with by the Developer under this Transportation Improvement Agreement shall not be excused or justified by a Force Majeure Event;

(3) the Developer files, or there is filed against the Developer, a petition in bankruptcy or a petition or answer seeking reorganization under the Federal Bankruptcy Code or any other applicable statute;

(4) an order is entered adjudicating the Developer bankrupt or approving an involuntary petition seeking a reorganization of the Developer under the Federal Bankruptcy Code or any other applicable statute or appointing a receiver, trustee or conservator for all or any substantial part of the property of the Developer, and the order is not vacated or stayed within one hundred eighty days of entry; or

(5) this Transportation Improvement Agreement or the Project or any part of Project is taken upon execution or by other process of law directed against the Developer or is taken upon or subjected to any attachments by any creditor of the Developer or claimant against the Developer, and the attachment is not discharged within thirty days after its levy.

Upon the occurrence of a Developer Event of Default, no further building permits shall be issued within the Project until the Developer Event of Default has been cured. In addition, during a

Developer Event of Default, the County shall have the right, but not the obligation, to terminate this Transportation Improvement Agreement. If the County elects to terminate this Transportation Improvement Agreement pursuant to this subsection, the Developer's right to payment of the Developer Reimbursement Amount through the scheduled termination date of this Transportation Improvement Agreement from the Mitigation Fund and the Capital and Reimbursement Account, and/or the Capital and Reimbursement Account and the Springhills Mitigation Fund on the date of termination shall survive the termination of this Transportation Improvement Agreement. The rights and remedies of the County hereunder are cumulative and shall not be deemed exclusive of any other rights or remedies provided by law.

(B) It shall constitute an event of default under this Transportation Improvement Agreement by the County (a "County Event of Default") if the County fails to perform or to observe any covenant or condition to be performed or complied with by the County under this Transportation Improvement Agreement, unless excused or justified by a Force Majeure Event of which the County has provided prompt written notice to the Developer; provided however, that (1) if the obligation-inhibiting effects of a Force Majeure Event is claimed for a continued duration of a year and a day, and/or (2) if the obligation-inhibiting effects of Force Majeure Events is claimed for an aggregated period of four years and a day, the County's failure to perform or to observe any covenant or condition to be performed or complied with by the County under this Transportation Improvement Agreement shall not be excused or justified by a Force Majeure Event. Upon the occurrence of a County Event of Default, the Developer shall have the right, but not the obligation, to terminate this Transportation Improvement Agreement. If the Developer elects to terminate this Transportation Improvement Agreement pursuant to this subsection, the Developer's right to payment of the Developer Reimbursement Amount through the scheduled termination date of this Transportation Improvement Agreement from the Mitigation Fund and the Capital and Reimbursement Account, and/or the Capital and Reimbursement Account and the Springhills Mitigation Fund on the date of termination shall survive the termination of this Transportation Improvement Agreement. The rights and remedies of the Developer hereunder are cumulative and shall not be deemed exclusive of any other rights or remedies provided by law.

(C) Prior to exercising any remedies, the non-defaulting party shall notify the defaulting party and the other Parties to this Transportation Improvement Agreement in writing, hand delivered, or sent by Federal Express or a comparable overnight mail service, or by U.S. Registered or Certified Mail, return receipt requested, postage prepaid. This notification will make specific reference to the provision which gave rise to the default. The non-defaulting party will give the defaulting party 90 days to cure the default. The County Manager is authorized to provide written notice of a Developer Event of Default and elect remedies on behalf of the County.

SECTION 8.06 RELATIONSHIP OF PARTIES. The Developer acknowledges that the Developer is not an agent or a service provider of the County. No person employed by either party to this Transportation Improvement Agreement will, in connection with the performance of this Transportation Improvement Agreement, be considered the employee of the other party, nor will any employee claim a right in or entitlement to any pension, workers' compensation benefit, unemployment compensation, civil service, or other employee rights or privileges granted by operation of law or otherwise, except through and against the entity by whom the person is employed.

SECTION 8.07 ANNEXATION. This Transportation Improvement Agreement is not intended to be, and indeed is not, a "development agreement" within the meaning of Sections 163.3220- 163.3243, Florida Statutes. The Parties shall not be deprived of their rights and obligations, and this Transportation Improvement Agreement shall not be terminated, modified, or affected by operation of a municipal annexation of any portion of the Project; provided however, that the County's obligation to fund the Transit Capital Project, Park and Ride Project, provide Transit Service, and the Developer's obligation to pay for Transit Service pursuant to Section 6.02 hereof, shall be extinguished upon annexation of the Project, or any portion of the Project, by a municipality in the County. The County agrees to use reasonable efforts to enter into an annexation transition agreement with the annexing municipality to address the impact of annexation upon the provision of Transit Service to the Project.

SECTION 8.08 INDEMNIFICATION.

(A) The Developer shall defend, indemnify and hold harmless the County and its agents, officers, and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses, or costs, including, but not limited to, reasonable attorneys' and paralegals' fees and costs, whether at trial or appellate levels or otherwise, arising out of the design or construction of the Transportation Improvements by the Developer contemplated by this Transportation Improvement Agreement until such time as ownership of a Transportation Improvement has been transferred from the Developer to the County and the County has issued a certificate of acceptance of maintenance responsibilities to the Developer in accordance with applicable provisions of the Alachua County Code. After the County has assumed ownership and maintenance responsibility of a Transportation Improvement, this indemnification provision shall terminate, and no longer apply in any manner whatsoever to the respective Transportation Improvement.

(B) The Developer's duty to defend is independent and separate from the duty to indemnify. The duty to defend exists if the allegations made indicate that the cause of the alleged harm arose from the acts or omissions of the Developer. The Developer's duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Developer.

(C) Subject to Section 8.08(A) above, the Developer's obligation to indemnify and defend will survive the expiration or early termination of this Transportation Improvement Agreement until it is determined by final judgment that an action against the County or an indemnified party is fully and finally barred by the applicable statute of limitations.

SECTION 8.09 NON-EXCLUSIVITY. The County may construct the transportation projects itself or may enter into agreements with other developers to facilitate collaboration with multiple developers and allow for the most efficient completion of each Transportation Project.

SECTION 8.10 COUNTERPARTS. This Transportation Improvement 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.

SECTION 8.11 MEDIATION.

(A) The Parties agree to attempt to resolve all disputes, claims or controversies arising out of or relating to this Transportation Improvement Agreement by mediation in accordance with Chapter 44, Fla. Stat. The Parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration or other dispute resolution procedures.

(B) Either party may commence the mediation process by providing to the other party written notice setting forth the subject(s) of the dispute, claim(s), and the relief(s) desired. Within twenty business days after the receipt of the notice, the receiving party shall deliver a written response to the initiating party's notice stating whether the receiving party agrees with or disputes the initiating party's claim(s) or disputes the initiating party's entitlement to the relief(s) desired. If the receiving party disputes the initiating party's claim(s) or entitlement to the relief desired, the Parties shall jointly appoint a mutually acceptable mediator who is Florida Circuit Court certified in accordance with Section 44.106, Florida Statutes, and Florida Rules of Certified and Court-Appointed Mediators. If the Parties cannot agree on a mediator, each shall select one mediator from the available Florida Circuit Court certified mediators and those two mediators shall select a third mediator who will conduct the sessions. There shall be no independent right to discovery for these mediation sessions. The Parties acknowledge and agree these mediation sessions are subject to the Mediation Confidentiality and Privilege Act (Sections 44.401 through 44.406, Florida Statutes).

(C) The initial mediation session shall be held within ninety calendar days after the initial notice, unless otherwise agree to by the Parties, on a date set by the mediator, making reasonable accommodation and taking into account the respective schedules of the Parties. The Parties further agree to share equally the costs of the mediation sessions, which costs will not include costs incurred by a party for representation by counsel at the mediation. The mediation sessions shall be conducted in Alachua County, Florida. If an agreement is reached through the mediation process, the Parties shall sign a mediation agreement and the agreement shall be enforceable by either party thereafter.

SECTION 8.12 ENFORCEMENT AND THIRD-PARTY BENEFICIARIES.

If any party hereto fails to carry out any of its covenants or obligations contained herein, both Parties shall be entitled to all remedies available at law or in equity. This Transportation Improvement Agreement does not create any relationship with, or any rights in favor of, any third party.

SECTION 8.13 COMPLETE AGREEMENT. This Transportation Improvement 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 Transportation Improvement Agreement.

SECTION 8.14 FURTHER DOCUMENTATION. The Parties agree that, at any time following a request 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 8.15 NON-WAIVER. Failure to enforce any provision of this Transportation Improvement Agreement by either party shall not be considered a waiver of the right to later enforce that or any provision of this Transportation Improvement Agreement.

SECTION 8.16 AMENDMENTS. No amendment of this Transportation Improvement Agreement shall be of any legal force or effect unless it is in writing and executed by both Parties. Amendments to this Transportation Improvement Agreement shall not be required if the Preliminary Development Plan is amended.

SECTION 8.17 SUCCESSORS AND ASSIGNS. The rights and obligations in this Transportation Improvement Agreement may not be assigned without the prior written consent of the other party, which consent shall not be unreasonably delayed or withheld. A successor in interest shall have no rights under this Transportation Improvement Agreement, nor shall a successor in interest be required to consent to an amendment of this Transportation Improvement Agreement by the Developer, unless the Developer specifically assigns rights and/or obligations pursuant to this Transportation Improvement Agreement to a successor in interest (including a Community Development District) within an instrument executed by the Developer and recorded in the Public Records of Alachua County. Successors in interest shall be required to pay Transportation Mobility Fees to the County for any use or phase within the Project in which the successors in interest owns property, and they shall not be entitled to any Transportation Mitigation Credit. The Developer shall retain all Transportation Mitigation Credits unless Developer specifically assigns Transportation Mitigation Credits to a successor in interest in the manner stated above. This Section shall not be construed to remove the ability of the County to withhold a development order for any portion of the Project if the Developer has not complied with the obligations outlined in this Transportation Improvement Agreement. The County Manager may provide written consent on behalf of the County under this Section 8.17.

SECTION 8.18 NOTICES TO PARTIES. Whenever this Transportation Improvement Agreement requires or permits any consent, approval, notice, request, proposal, or demand from one party to the other, the content, approval, notice, request, proposal, or demand must be in writing to be effective and shall be delivered to and received by the party intended to receive it (A) by hand delivery to the person(s) hereinafter designated, or (B) by overnight hand delivery addressed as follows, or (C) through the United States Mail, postage prepaid, certified mail, return-receipt requested, or (D) delivered and received by facsimile telephone transmission or other electronic transmission (provided that an original of the electronically transmitted document is delivered within five days after the document was electronically transmitted) upon the date so delivered to and received by the person to whom it is at the address set forth opposite the party's name below:

County:	Alachua County
	c/o County Manager
	12 SE 1st Street
	Gainesville, FL 32601
	Phone: (352) 374-5204
	Fax: (352) 338-7363

With Copy to: Sylvia E. Torres, Esq.
Alachua County Attorney
12 SE 1st Street
Gainesville, FL 32601
Phone: (352) 374-5218
Fax: (352) 766-7827

Project Developer: Peter Trematerra
LINZ, Inc.
7545 W. University Avenue, Suite A
Gainesville, FL 32607
Phone: (954) 592-3696

With Copy to: Reggie Bouthillier, Esq.
Stearns Weaver Miller
106 E. College Ave., Suite 700
Tallahassee, FL 32301
Phone: (850) 329-4849
Fax: (850) 329-4844

Either party may, by notice in writing given to the other, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or facsimile transmission or three days after the date mailed.

SECTION 8.19 SEVERABILITY. If any provision of this Transportation Improvement Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Transportation Improvement 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 8.20 GOVERNING LAW AND VENUE. 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 Transportation Improvement Agreement, venue shall lie in Alachua County, Florida. The Parties waive trial by jury.

SECTION 8.21 RECORDS AND AUDIT RIGHTS. The Developer shall keep accurate books, records and accounts of the Reimbursable Project Amount, which shall be kept separate and apart from all other books, records and accounts of the Developer, and the County shall have the right at all reasonable times to inspect such books, records and accounts. The County reserves the right, at its sole option and expense, to audit the Reimbursable Project Amount

SECTION 8.22 COMMUNITY DEVELOPMENT DISTRICTS. The Developer intends to request that the County create one or more Community Development Districts (“CDDs”) to be formed over the Project in order to facilitate the development of the Project. The County and Developer agree that the formation of one or more CDDs may be appropriate for the Project subject to the County’s creation by ordinance of a CDD or CDDs pursuant to Chapter 190, Florida

Statutes. Any such CDD established by the Developer may plan, finance, acquire, construct, and operate infrastructure and/or services that may benefit all, or portions, of the Project in accordance with Chapter 190, Florida Statutes.

IN WITNESS WHEREOF, the Board of County Commissioners of Alachua County, Florida has caused this Transportation Improvement Agreement to be executed and delivered this _____ day of _____, 2019.

BOARD OF COUNTY
COMMISSIONERS OF ALACHUA
COUNTY, FLORIDA

ATTEST:

By: _____
Robert Hutchinson, Chair

J. K. Irby, Clerk

APPROVED AS TO FORM

County Attorney

(SEAL)

IN WITNESS WHEREOF, LINZ, Inc. has caused this Transportation Improvement Agreement to be executed and delivered this ____ day of _____, 2019.

LINZ, INC.
a Florida corporation

By: _____
Name: _____
Title: _____

WITNESSES:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by _____
as _____ of _____, who is personally known to me or
who has produced _____ as identification and did (did not) take an
oath.

WITNESS, my hand and official seal this ____ day of __, 2019.

Signature of person taking acknowledgment

Name of acknowledger (printed)

My commission expires: _____

PROJECT LEGAL DESCRIPTION OF PROPERTIES AND PARCEL BOUNDARY MAP

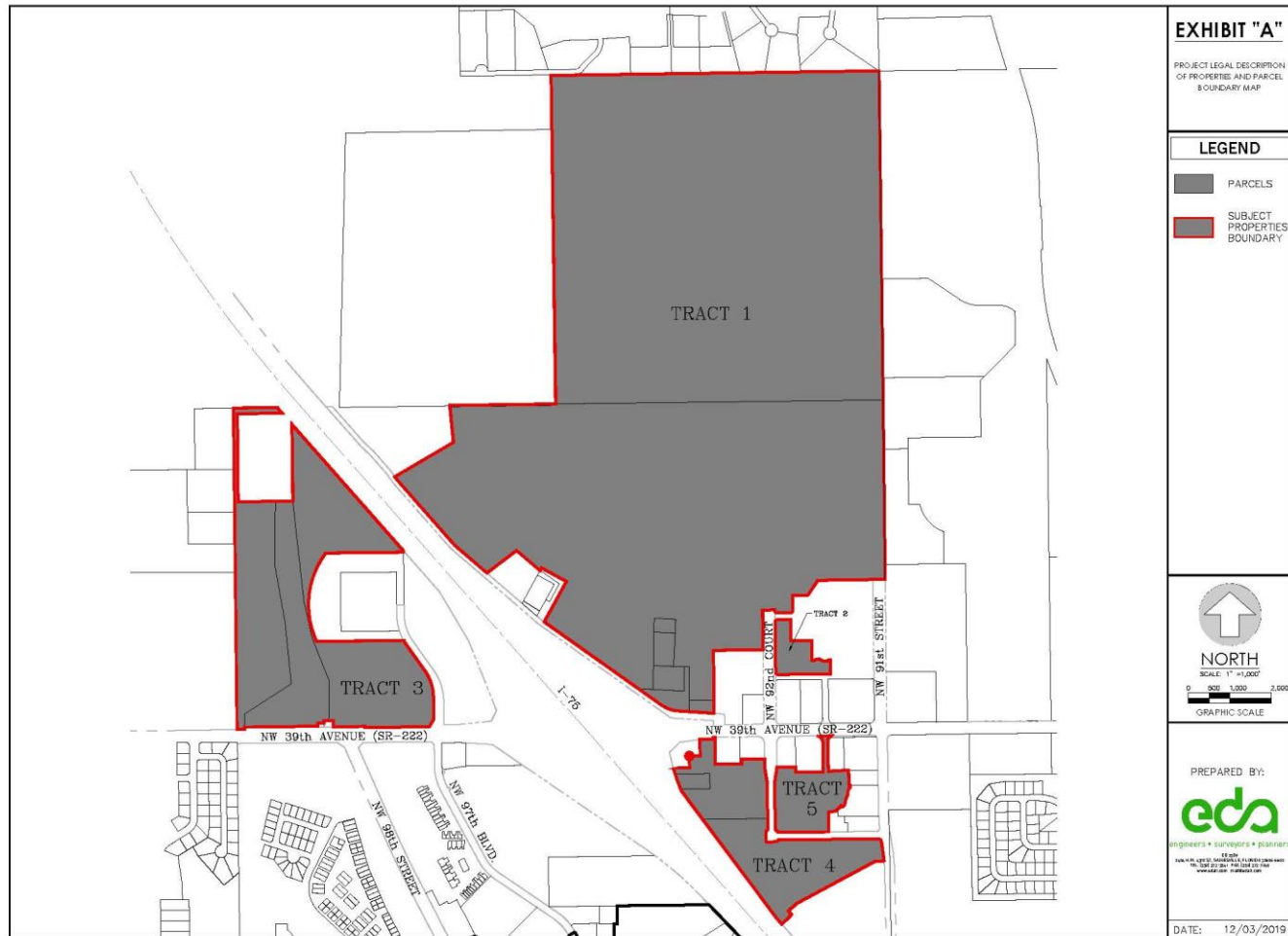


EXHIBIT "A" - LEGAL DESCRIPTIONS:**TRACT 1**

TOGETHER WITH A TRACT OF LAND LYING IN SECTION 19, TOWNSHIP 9 SOUTH, RANGE 19 EAST, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 19 FOR A POINT OF REFERENCE; THENCE RUN NORTH 00°41'04" WEST, ALONG THE EAST LINE OF SAID SECTION 19, A DISTANCE OF 1205.00 FEET TO THE POINT OF BEGINNING; SAID POINT BEING THE NORTHEAST CORNER OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2321, PAGE 2858 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AS NORTHWEST 91ST STREET EXTENSION PARCEL; THENCE RUN SOUTH 89°19'30" WEST, ALONG THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2321, PAGE 2858, A DISTANCE OF 100.00 FEET TO THE NORTHWEST CORNER THEREOF AND THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2242, PAGE 1746 OF SAID PUBLIC RECORDS; THENCE RUN ALONG THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2242, PAGE 1746 THE FOLLOWING COURSES: SOUTH 89°19'30" WEST, 442.56 FEET; THENCE RUN SOUTH 34°07'34" WEST, 146.14 FEET; THENCE RUN SOUTH 89°19'30" WEST, 120.96 FEET; THENCE RUN SOUTH 00°40'30" EAST, 120.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 31.42 FEET, A CHORD LENGTH OF 28.28 FEET AND A CHORD BEARING OF SOUTH 44°19'30" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 89°19'30" WEST, 110.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 23.56 FEET, A CHORD LENGTH OF 21.21 FEET AND A CHORD BEARING OF NORTH 45°40'30" WEST TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF NORTHWEST 92ND COURT, ACCORDING TO OFFICIAL RECORDS BOOK 2321, PAGE 2858 OF SAID PUBLIC RECORDS AND THE POINT OF TANGENCY; THENCE RUN NORTH 00°40'30" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE OF SAID NORTHWEST 92ND COURT, 10.00 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST 92ND COURT; THENCE RUN SOUTH 89°19'30" WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID NORTHWEST 92ND COURT, 100.00 FEET TO THE NORTHWEST CORNER THEREOF; THENCE RUN SOUTH 00°40'30" EAST, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID NORTHWEST 92ND COURT, 320.00 FEET TO A POINT ON THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1779, PAGE 2846 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 89°19'30" WEST, ALONG SAID NORTH LINE, 399.83 FEET TO THE NORTHWEST CORNER OF SAID DESCRIBED LANDS; THENCE RUN SOUTH 00°40'30" EAST, ALONG THE WEST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1779, PAGE 2846, A DISTANCE OF 507.98 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF AN ACCESS ROAD (A.K.A. NORTHWEST 96TH BOULEVARD) ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 26260-2442 AND SECTION 26260-2401; THENCE RUN, ALONG THE NORTHERLY AND EASTERLY RIGHT-OF-WAY LINE OF SAID ACCESS ROAD, THE FOLLOWING COURSES: THENCE RUN NORTH 86°10'28" WEST, 290.67 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 31°33'42", AN ARC LENGTH OF 148.73 FEET, A CHORD LENGTH OF 146.86 FEET AND A CHORD BEARING OF NORTH 70°23'37" WEST TO THE POINT OF TANGENCY; THENCE RUN NORTH 54°36'46" WEST, 1155.53 FEET TO A REBAR AND CAP NUMBER LB-3556 MARKING THE SOUTHERNMOST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2311, PAGE 1855 AND BOUNDARY AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 2624, PAGE 1094 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 28°36'55" EAST, ALONG THE SOUTHEASTERLY LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2311, PAGE 1855 AND OFFICIAL RECORDS BOOK 2624, PAGE 1094, A DISTANCE OF 371.45 FEET TO THE EASTERLY MOST CORNER THEREOF AS MONUMENTED BY A 4" X 4" CONCRETE MONUMENT AND DISC, STAMPED LB #2389; THENCE RUN NORTH 61°23'05" WEST, ALONG THE NORTHEASTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2311, PAGE 1855 AND OFFICIAL RECORDS BOOK 2624, PAGE 1094, A DISTANCE OF 227.06 FEET TO THE NORTHERLY MOST CORNER THEREOF AS MONUMENTED BY A 4" X 4" CONCRETE MONUMENT AND DISC STAMPED LB# 2389; THENCE RUN SOUTH 28°36'55" WEST, ALONG THE NORTHWESTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2311, PAGE 1855 AND OFFICIAL RECORDS BOOK 2624, PAGE 1094, A DISTANCE OF 25.00 FEET TO THE EASTERLY MOST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 585, PAGE 216 AND OFFICIAL RECORDS BOOK 2624, PAGE 1094 OF SAID PUBLIC RECORDS, AS MONUMENTED BY A 4" X 4" CONCRETE MONUMENT AND DISC STAMPED PERRY C. McGRUFF, P.L.S. #509; THENCE RUN NORTH 49°21'06" WEST, ALONG THE NORTHEASTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 585, PAGE 216 AND OFFICIAL RECORDS BOOK 2624, PAGE 1094, A DISTANCE OF 250.12 FEET TO A REBAR AND CAP NUMBER LB-3556 MARKING THE NORTHERLY MOST CORNER THEREOF; THENCE RUN SOUTH 52°32'42" WEST, ALONG THE NORTHWESTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 585, PAGE 216 AND OFFICIAL RECORDS BOOK 2624, PAGE 1094, A DISTANCE OF 299.34 FEET TO THE WESTERLY MOST CORNER THEREOF AS MONUMENTED BY A 4" X 4" CONCRETE MONUMENT AND DISC STAMPED PERRY C. McGRUFF, P.L.S. #509, SAID POINT ALSO LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF THE AFORESAID ACCESS ROAD

AL-1

EXHIBIT "A" - LEGAL DESCRIPTIONS

PROJECT: LEGAL DESCRIPTION OF PROPERTIES AND PARCEL BOUNDARY MAP



EXHIBIT "A" - LEGAL DESCRIPTIONS (CONTINUED):

(NORTHWEST 96TH BOULEVARD); THENCE RUN NORTH 49°18'23" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 346.98 FEET; THENCE RUN NORTH 41°21'53" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 697.22 FEET; THENCE RUN NORTH 35°39'14" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 12.16 FEET TO THE SOUTHWESTERLY CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 620, PAGE 258 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 59°24'58" EAST, ALONG THE SOUTHERLY LINE OF SAID OFFICIAL RECORDS BOOK 620, PAGE 258, A DISTANCE OF 557.55 FEET TO THE SOUTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 444, PAGE 54 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 05°47'04" WEST, ALONG THE EAST LINE OF SAID OFFICIAL RECORDS BOOK 444, PAGE 54, A DISTANCE OF 300.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE RUN NORTH 89°05'58" EAST, ALONG SAID NORTH LINE, 854.93 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 19; THENCE RUN NORTH 00°40'16" WEST, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, 2659.55 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE RUN NORTH 89°13'25" EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 2619.17 FEET TO THE NORTHEAST CORNER OF SAID SECTION 19; THENCE RUN SOUTH 00°40'58" EAST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 2653.88 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE RUN SOUTH 00°41'04" EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 1448.58 FEET TO THE POINT OF BEGINNING.

TRACT 2

TOGETHER WITH A TRACT OF LAND LYING IN SECTION 19, TOWNSHIP 9 SOUTH, RANGE 19 EAST BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 19 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 89°19'30" WEST, ALONG THE SOUTH LINE OF SAID SECTION 19, A DISTANCE OF 891.96 FEET TO THE INTERSECTION OF THE SOUTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF NORTHWEST 92ND COURT, ACCORDING TO OFFICIAL RECORDS BOOK 1769, PAGE 1313 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, WITH SAID SOUTH SECTION LINE; THENCE RUN NORTH 00°40'30" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE EXTENSION AND SAID RIGHT-OF-WAY LINE, 464.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°40'30" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, 186.00 FEET; THENCE RUN SOUTH 89°19'30" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, 0.17 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID NORTHWEST 92ND STREET, ACCORDING TO OFFICIAL RECORDS BOOK 2321, PAGE 2858 OF SAID PUBLIC RECORDS; THENCE CONTINUE ALONG SAID EAST RIGHT-OF-WAY LINE NORTH 00°40'30" WEST AND ALONG THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2242, PAGE 1746 OF SAID PUBLIC RECORDS, 225.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN ALONG SAID WESTERLY AND SOUTHERLY LINE OF SAID LANDS THE FOLLOWING COURSES: NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 23.56 FEET, A CHORD LENGTH OF 21.21 FEET, AND A CHORD BEARING OF NORTH 44°19'30" EAST; THENCE RUN NORTH 89°19'30" EAST, 109.75 FEET; THENCE RUN SOUTH 00°40'30" EAST, 171.00 FEET; THENCE RUN NORTH 89°19'30" EAST, 168.75 FEET; THENCE RUN SOUTH 00°40'30" EAST, 160.02 FEET; THENCE RUN NORTH 89°19'30" EAST, 16.99 FEET; THENCE RUN NORTH 59°19'30" EAST, 22.90 FEET; THENCE RUN NORTH 89°19'30" EAST, 22.34 FEET; THENCE RUN SOUTH 60°40'30" EAST, 40.02 FEET; THENCE RUN NORTH 89°19'30" EAST, 23.34 FEET; THENCE RUN NORTH 59°19'30" EAST, 22.90 FEET; THENCE RUN NORTH 89°19'30" EAST, 10.00 FEET; THENCE RUN SOUTH 00°40'30" EAST, 112.87 FEET; THENCE RUN SOUTH 89°19'30" WEST, 425.32 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 23.56 FEET, A CHORD LENGTH OF 21.21 FEET, AND A CHORD BEARING OF NORTH 45°40'30" WEST TO THE POINT OF BEGINNING.

TRACT 3

TOGETHER WITH A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 9 SOUTH, RANGE 19 EAST BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 9 SOUTH, RANGE 19 EAST, FOR A POINT OF COMMENCEMENT; THENCE RUN NORTH 00°37'51" WEST, ALONG THE WEST LINE OF SAID SECTION 9, A DISTANCE OF 59.05 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 222, ALSO KNOWN AS NORTHWEST 39TH AVENUE AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE, CONTINUE ALONG SAID WEST SECTION LINE, NORTH 00°37'51" WEST, 2573.90 FEET TO A POINT BEING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE RUN NORTH 89°05'58" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 365.77 FEET TO A POINT ON THE WESTERLY LIMITED

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EXHIBIT "A" - LEGAL DESCRIPTIONS
PROJECT: LEGAL DESCRIPTION OF PROPERTIES AND PARCEL BOUNDARY MAP



EXHIBIT "A" - LEGAL DESCRIPTIONS (CONTINUED):

ACCESS RIGHT-OF-WAY LINE OF STATE ROAD NO. 93, ALSO BEING INTERSTATE ROUTE NO. 75, PER STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION NO. 26260-2401, SAID POINT LYING ON A CURVE CONCAVE EASTERLY, NON-TANGENT TO THE PRIOR COURSE; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, ALONG SAID CURVE HAVING A RADIUS OF 11609.16 FEET, A CENTRAL ANGLE OF 00°02'33", AN ARC LENGTH OF 8.62 FEET, A CHORD LENGTH OF 8.62 FEET, AND A CHORD BEARING OF SOUTH 41°20'36" EAST TO A POINT; THENCE, CONTINUE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 41°21'53" EAST, 30.81 FEET TO A POINT ON THE NORTH LINE OF A FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) WATER STORAGE AREA AS DESCRIBED IN OFFICIAL RECORDS BOOK 2012, PAGE 2149 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN SOUTH 89°05'58" WEST, ALONG SAID NORTH LINE, PARALLEL WITH AND 30.00 FEET SOUTH OF THE AFORESAID NORTH LINE OF SAID SOUTHWEST QUARTER, 361.50 FEET TO A POINT BEING 30.00 FEET EAST OF THE SAID WEST LINE OF SECTION 19 AND THE NORTHWEST CORNER OF THE AFORESAID FDOT WATER STORAGE AREA; THENCE RUN SOUTH 00°37'51" EAST, ALONG THE WEST LINE OF SAID FDOT WATER STORAGE AREA, PARALLEL WITH AND 30.00 FEET EAST OF SAID WEST SECTION LINE, 709.96 FEET TO THE SOUTHWEST CORNER OF SAID FDOT WATER STORAGE AREA; THENCE RUN NORTH 89°05'58" EAST, ALONG THE SOUTH LINE OF SAID FDOT WATER STORAGE AREA, 440.14 FEET TO THE SOUTHEAST CORNER OF SAID WATER STORAGE AREA; THENCE RUN NORTH 00°37'51" WEST, ALONG THE WEST LINE OF SAID FDOT WATER STORAGE AREA, 618.27 FEET TO A POINT ON THE AFORESAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD NO. 93/INTERSTATE ROUTE NO. 75; THENCE RUN ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 41°21'53" EAST, 1360.26 FEET TO A POINT BEING THE MOST NORTHERLY CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 765, PAGE 50 OF THE PUBLIC RECORDS OF ALACHUA COUNTY; THENCE RUN, SOUTH 00°36'46" EAST, ALONG THE WEST LINE OF THAT CERTAIN PERPETUAL EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1680, PAGE 2647 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, 10.61 FEET; THENCE, DEPARTING SAID WEST LINE, RUN SOUTH 89°23'14" WEST, 627.44 FEET TO A POINT ON A CURVE CONCAVE EASTERLY; THENCE RUN SOUTHERLY, ALONG SAID CURVE, HAVING A RADIUS OF 700.00 FEET, A CENTRAL ANGLE OF 58°39'59", AN ARC LENGTH OF 716.75 FEET, A CHORD LENGTH OF 685.84 FEET AND A CHORD BEARING OF SOUTH 07°18'25" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 22°01'35" EAST, 35.05 FEET; THENCE RUN NORTH 89°23'14" EAST, 702.95 FEET TO A POINT ON A CURVE CONCAVE EASTERLY AND NON-TANGENT TO THE PRIOR COURSE, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTHWEST 97TH BOULEVARD AS DESCRIBED IN OFFICIAL RECORDS BOOK 1680, PAGE 2649 OF THE PUBLIC RECORDS OF ALACHUA COUNTY; THENCE, RUN SOUTHERLY ALONG SAID RIGHT-OF-WAY CURVE, HAVING A RADIUS OF 430.00 FEET, A CENTRAL ANGLE OF 06°01'15", AN ARC LENGTH OF 45.19 FEET, A CHORD LENGTH OF 45.16 FEET, AND A CHORD BEARING OF SOUTH 32°35'37" EAST TO THE POINT OF TANGENCY; THENCE, CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 35°36'14" EAST, 251.14 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY; THENCE, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF NORTHWEST 97TH BOULEVARD, RUN SOUTHERLY ALONG SAID CURVE HAVING A RADIUS OF 370.00 FEET, A CENTRAL ANGLE OF 34°56'22", AN ARC LENGTH OF 225.63 FEET, A CHORD LENGTH OF 222.15 FEET, AND A CHORD BEARING OF SOUTH 18°08'03" EAST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 00°39'52" EAST, ALONG SAID RIGHT-OF-WAY LINE, 228.01 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID RIGHT-OF-WAY LINE AND SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 34°02'43", AN ARC LENGTH OF 14.86 FEET, A CHORD LENGTH OF 14.64 FEET, AND A CHORD BEARING OF SOUTH 16°21'29" WEST TO THE NORTH RIGHT-OF-WAY LINE OF THE AFORESAID STATE ROAD NO. 222, AND NORTHWEST 39TH AVENUE; THENCE RUN, ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 89°19'30" WEST, 551.11 FEET TO THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1715, PAGE 1133 OF THE AFOREMENTIONED PUBLIC RECORDS; THENCE RUN NORTH 00°40'30" WEST, ALONG THE EAST LINE OF SAID LANDS, 9.00 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE RUN ALONG THE NORTH LINE OF SAID LANDS AND ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 89°19'30" WEST, 253.54 FEET TO THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2140, PAGE 773; THENCE RUN, ALONG SAID EAST LINE, NORTH 00°40'30" WEST, 50.00 FEET TO THE NORTHEAST CORNER OF THE AFORESAID LANDS; THENCE RUN SOUTH 89°19'30" WEST, ALONG THE NORTH LINE OF SAID LANDS, 76.00 FEET TO THE NORTHWEST CORNER; THENCE RUN, ALONG THE WEST LINE OF SAID LANDS, SOUTH 00°40'30" EAST, 20.00 FEET TO THE NORTH LINE OF THAT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 779, PAGE 722 OF SAID OFFICIAL RECORDS; THENCE RUN, ALONG THE NORTH LINE OF SAID PARCEL, SOUTH 89°19'30" WEST, 50.00 FEET; THENCE, ALONG THE WEST LINE OF SAID PARCEL, RUN SOUTH 00°40'30" EAST, 24.55 FEET TO THE AFORESAID NORTH RIGHT-OF-WAY LINE; THENCE RUN, ALONG SAID RIGHT-OF-WAY LINE, SOUTH 89°19'30" WEST, 590.33 FEET; THENCE, CONTINUE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 00°24'28" WEST, 16.40 FEET; THENCE RUN SOUTH 89°19'30" WEST, ALONG SAID RIGHT-OF-WAY LINE, 60.59 FEET; THENCE, ALONG THE WEST LINE OF SAID PARCEL TO THE POINT OF BEGINNING.

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EXHIBIT "A" - LEGAL DESCRIPTIONS

PROJECT: LEGAL DESCRIPTION OF PROPERTIES AND PARCEL BOUNDARY MAP



EXHIBIT "A" - LEGAL DESCRIPTIONS (CONTINUED):

TRACT 4

TOGETHER WITH A PARCEL OF LAND LYING IN SECTION 30, TOWNSHIP 9 SOUTH, RANGE 19 EAST BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 30 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 89°19'30" WEST, ALONG THE NORTH LINE OF SAID SECTION 30, A DISTANCE OF 990.19 FEET, SAID POINT BEING THE INTERSECTION OF SAID NORTH LINE WITH THE NORTHERLY EXTENSION OF THE WEST RIGHT-OF-WAY LINE OF NORTHWEST 92ND COURT, ACCORDING TO OFFICIAL RECORDS BOOK 2060, PAGE 1382 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN SOUTH 00°40'30" EAST, ALONG SAID RIGHT-OF-WAY EXTENSION AND SAID WEST RIGHT-OF-WAY LINE, 230.00 FEET TO THE POINT OF BEGINNING; THENCE RUN, ALONG SAID WEST RIGHT-OF-WAY LINE, THE FOLLOWING COURSES: SOUTH 00°40'30" EAST, 70.00 FEET; SOUTH 09°59'03" EAST, 123.64 FEET; SOUTH 00°40'30" EAST, 378.13 FEET; SOUTH 44°19'14" WEST, 21.23 FEET; SOUTH 00°41'02" EAST, 79.98 FEET; SOUTH 45°40'58" EAST, 7.07 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF NORTHWEST 36TH PLACE, ACCORDING TO SAID OFFICIAL RECORDS BOOK 2060, PAGE 1382; THENCE RUN, ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING COURSES: NORTH 89°19'30" EAST, 79.98 FEET; NORTH 44°19'14" EAST, 21.23 FEET; NORTH 89°18'58" EAST, 804.33 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID SOUTH RIGHT-OF-WAY CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 81°14'55", AN ARC LENGTH OF 35.45 FEET, A CHORD LENGTH OF 32.55 FEET AND A CHORD BEARING OF SOUTH 50°03'34" EAST TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY, SAID POINT LIES ON THE WEST RIGHT-OF-WAY LINE OF NORTHWEST 91ST STREET; THENCE RUN SOUTHERLY, ALONG SAID WEST RIGHT-OF-WAY LINE AND SAID CURVE, HAVING A RADIUS OF 1612.51 FEET, A CENTRAL ANGLE OF 00°49'17", AN ARC LENGTH OF 23.12 FEET, A CHORD LENGTH OF 23.12 FEET, AND A CHORD BEARING OF SOUTH 09°50'45" EAST TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY; THENCE RUN SOUTHERLY, ALONG SAID WEST RIGHT-OF-WAY CURVE, HAVING A RADIUS OF 1532.51 FEET, A CENTRAL ANGLE OF 05°11'57", AN ARC LENGTH OF 139.06 FEET, A CHORD LENGTH OF 139.02 FEET, AND A CHORD BEARING OF SOUTH 07°39'26" EAST; THENCE, DEPARTING SAID RIGHT-OF-WAY LINE, RUN SOUTH 88°31'16" WEST, 76.40 FEET; THENCE RUN SOUTH 61°39'24" WEST, 710.79 FEET; THENCE RUN SOUTH 48°37'54" WEST, 93.67 FEET; THENCE RUN SOUTH 41°22'06" EAST, 38.40 FEET; THENCE RUN SOUTH 48°37'54" WEST, 18.00 FEET; THENCE RUN SOUTH 41°22'06" EAST, 5.00 FEET; THENCE RUN SOUTH 48°37'54" WEST, 91.83 FEET TO A POINT ON THE EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE 75 (STATE ROAD NO. 93); THENCE RUN ALONG SAID EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE THE FOLLOWING COURSES: NORTH 41°22'04" WEST, 62.47 FEET; NORTH 36°46'18" WEST, 1278.79 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 1372.40 FEET, A CENTRAL ANGLE OF 08°20'39", AN ARC LENGTH OF 199.87 FEET, A CHORD LENGTH OF 199.69 FEET, AND A CHORD BEARING OF NORTH 19°46'29" WEST; THENCE, DEPARTING SAID EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, RUN NORTH 89°19'30" EAST, PARALLEL WITH THE AFORESAID NORTH LINE OF SECTION 30, A DISTANCE OF 130.37 FEET; THENCE RUN NORTH 00°40'30" WEST, 94.37 FEET TO THE SOUTH LINE OF THOSE CERTAIN LANDS DESCRIBED AS PARCEL 1, ACCORDING TO OFFICIAL RECORDS BOOK 1644, PAGE 2580 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 89°19'30" EAST, ALONG SAID SOUTH LINE, 87.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 1; THENCE RUN NORTH 00°40'30" WEST, ALONG THE EAST LINE OF SAID PARCEL 1, A DISTANCE OF 133.27 FEET TO SAID EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE 75 AND THE SOUTH LINE OF THOSE CERTAIN LANDS DESCRIBED AS PARCEL 105, ACCORDING TO OFFICIAL RECORDS BOOK 1909, PAGE 2500 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 81°32'30" EAST, ALONG SAID EASTERLY LIMITED ACCESS RIGHT OF WAY LINE AND SAID SOUTH LINE, 12.64 FEET; THENCE RUN NORTH 89°19'30" EAST, ALONG SAID EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE AND SAID SOUTH LINE, 98.14 FEET; THENCE RUN NORTH 00°40'30" WEST, 15.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 222 (NORTHWEST 39TH AVENUE); THENCE RUN NORTH 89°19'30" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 10.71 FEET TO THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2220, PAGE 4 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 00°40'30" EAST, ALONG THE WEST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2220, PAGE 4, A DISTANCE OF 217.25 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE RUN NORTH 89°19'30" EAST, ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2220, PAGE 4, A DISTANCE OF 200.00 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE RUN NORTH 00°40'30" WEST, ALONG THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2220, PAGE 4, A DISTANCE OF 37.25 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2167, PAGE 1015 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 89°19'30" EAST, ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2167, PAGE 1015, A DISTANCE OF 198.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE PROPERTY CONVEYED FROM PR GAINESVILLE LIMITED PARTNERSHIP TO DEB-LYN, INC., BY QUIT CLAIM DEED RECORDED ON DECEMBER 27, 2016 IN BOOK 4483 PAGE 2431, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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EXHIBIT "A" - LEGAL DESCRIPTIONS

PROJECT: LEGAL DESCRIPTION OF PROPERTIES AND PARCEL BOUNDARY MAP



EXHIBIT "A" - LEGAL DESCRIPTIONS (CONTINUED):

A PORTION OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 9 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 30, TOWNSHIP 9 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, AND RUN THENCE SOUTH 89°19'30" WEST, ALONG THE NORTH BOUNDARY OF SAID SECTION AND THE CENTERLINE OF STATE ROAD NO. 222 (ALSO BEING KNOWN AS N.W. 39TH AVENUE, 100' R/W), A DISTANCE OF 990.19 FEET; THENCE SOUTH 00°40'30" EAST, 100.00 FEET; THENCE CONTINUE SOUTH 00°40'30" EAST, 130.00 FEET, THENCE SOUTH 89°19'30" WEST, PARALLEL WITH SAID NORTH BOUNDARY, 198.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°40'30" EAST, 37.25 FEET; THENCE NORTH 89°19'30" EAST, PARALLEL WITH SAID NORTH BOUNDARY, 15.00 FEET, THENCE NORTH 00°40'30" WEST, 37.25 FEET; THENCE SOUTH 89°19'30" WEST, PARALLEL WITH SAID NORTH BOUNDARY, 15.00 FEET, TO THE POINT OF BEGINNING.

TRACT 5

TOGETHER WITH A PARCEL OF LAND LYING IN SECTION 30, TOWNSHIP 9 SOUTH, RANGE 19 EAST BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 30 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 89°19'30" WEST, ALONG THE NORTH LINE OF SAID SECTION 30, A DISTANCE OF 79.37 FEET; THENCE, DEPARTING SAID NORTH LINE, RUN SOUTH 00°40'30" EAST, 84.73 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF NORTHWEST 91ST STREET; THENCE RUN SOUTH 01°06'32" EAST, 245.28 FEET TO THE INTERSECTION OF THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1865, PAGE 716 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN SOUTH 89°18'58" WEST, ALONG SAID NORTH LINE, 235.00 FEET TO THE WEST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1865, PAGE 716 AND THE POINT OF BEGINNING; THENCE RUN SOUTH 01°06'32" EAST, ALONG SAID WEST LINE, 120.00 FEET TO A POINT ON THAT CERTAIN DRAINAGE AREA ACCORDING TO OFFICIAL RECORDS BOOK 1977, PAGE 549 OF SAID PUBLIC RECORDS; THENCE RUN, ALONG SAID DRAINAGE AREA THE FOLLOWING COURSES: SOUTH 81°36'32" EAST, 11.44 FEET; SOUTH 03°55'18" WEST, 13.78 FEET; SOUTH 37°52'20" WEST, 26.13 FEET; SOUTH 05°21'34" WEST, 38.87 FEET; SOUTH 22°05'41" WEST, 48.37 FEET; SOUTH 11°17'09" WEST, 42.55 FEET; SOUTH 44°13'11" WEST, 14.32 FEET; SOUTH 77°22'23" WEST, 18.47 FEET; NORTH 15°11'57" WEST, 7.03 FEET; SOUTH 46°23'36" WEST, 59.15 FEET; SOUTH 82°55'24" WEST, 56.25 FEET; THENCE DEPARTING SAID DRAINAGE AREA, RUN SOUTH 00°41'02" EAST, 160.44 FEET TO THE NORTH RIGHT-OF-WAY LINE OF NORTHWEST 36TH PLACE ACCORDING TO OFFICIAL RECORDS BOOK 2060, PAGE 1382 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 89°18'58" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 406.75; THENCE RUN NORTH 45°40'46" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 35.35 FEET TO THE EAST RIGHT-OF-WAY LINE OF NORTHWEST 92ND COURT ACCORDING TO SAID OFFICIAL RECORDS BOOK 2060, PAGE 1382; THENCE RUN NORTH 00°40'30" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, 378.12 FEET; THENCE RUN NORTH 08°38'04" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, 123.64 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1967, PAGE 1957 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 89°19'30" EAST, ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1967, PAGE 1957, A DISTANCE OF 150.00 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 1967, PAGE 1957 AND THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2246, PAGE 2986 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 00°40'30" EAST, ALONG SAID WEST LINE, 40.00 FEET TO THE SOUTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2246, PAGE 2986; THENCE RUN NORTH 89°19'30" EAST, ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2246, PAGE 2986, A DISTANCE OF 221.36 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE RUN NORTH 00°40'30" WEST, ALONG THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2246, PAGE 2986, A DISTANCE OF 240.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY ALONG SAID EAST LINE AND SAID CURVE, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 78.54 FEET, A CHORD LENGTH OF 70.71 FEET, AND A CHORD BEARING OF NORTH 45°40'30" WEST TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF NORTHWEST 39TH AVENUE (STATE ROAD NO. 222); THENCE RUN NORTH 89°19'30" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 119.00 FEET TO THE EAST LINE OF THAT CERTAIN INGRESS, EGRESS, PUBLIC UTILITIES AND DRAINAGE EASEMENT, RECORDED IN OFFICIAL RECORDS BOOK 2246, PAGE 2989 AND OFFICIAL RECORDS BOOK 2247, PAGE 1 OF SAID PUBLIC RECORDS; THENCE RUN ALONG SAID EAST LINE THE FOLLOWING COURSES: SOUTH 44°19'30" WEST, 38.18 FEET; SOUTH 00°40'30" EAST, 260.32 FEET TO THE NORTH LINE OF SAID EASEMENT; THENCE RUN ALONG SAID NORTH LINE THE FOLLOWING COURSES: NORTH 85°40'01" EAST, 113.85 FEET; THENCE RUN NORTH 89°18'58" EAST, 50.70 FEET TO THE POINT OF BEGINNING.

Sheet No.

AL-5

EXHIBIT "A" - LEGAL DESCRIPTIONS

PROJECT: LEGAL DESCRIPTION OF PROPERTIES AND PARCEL BOUNDARY MAP

Prepared By



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EXHIBIT "B"

SPRINGHILLS TRANSPORTATION IMPROVEMENT DISTRICT LEGAL DESCRIPTION OF PROPERTIES AND PARCEL BOUNDARY MAP

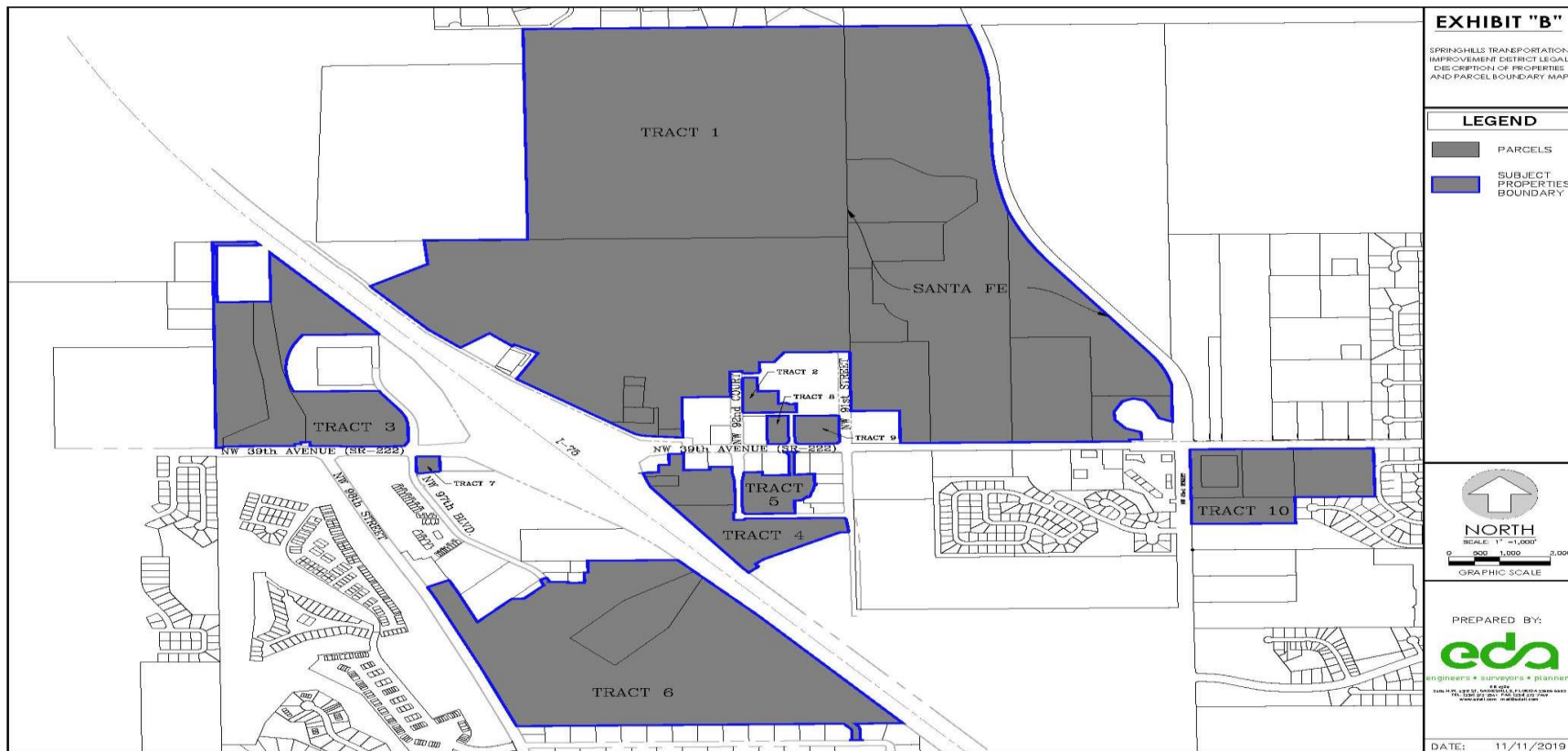


EXHIBIT "B" - LEGAL DESCRIPTIONS (CONTINUED):

(NORTHWEST 96TH BOULEVARD); THENCE RUN NORTH 49°18'23" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 346.98 FEET; THENCE RUN NORTH 41°21'53" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 697.22 FEET; THENCE RUN NORTH 35°39'14" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 12.16 FEET TO THE SOUTHWESTERLY CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 620, PAGE 258 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 59°24'58" EAST, ALONG THE SOUTHERLY LINE OF SAID OFFICIAL RECORDS BOOK 620, PAGE 258, A DISTANCE OF 557.55 FEET TO THE SOUTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 444, PAGE 54 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 05°47'04" WEST, ALONG THE EAST LINE OF SAID OFFICIAL RECORDS BOOK 444, PAGE 54, A DISTANCE OF 300.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE RUN NORTH 89°05'58" EAST, ALONG SAID NORTH LINE, 854.93 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 19; THENCE RUN NORTH 00°40'16" WEST, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, 2659.55 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE RUN NORTH 89°13'25" EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 2619.17 FEET TO THE NORTHEAST CORNER OF SAID SECTION 19; THENCE RUN SOUTH 00°40'58" EAST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 2653.88 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE RUN SOUTH 00°41'04" EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 1448.58 FEET TO THE POINT OF BEGINNING.

TRACT 2

TOGETHER WITH A TRACT OF LAND LYING IN SECTION 19, TOWNSHIP 9 SOUTH, RANGE 19 EAST BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 19 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 89°19'30" WEST, ALONG THE SOUTH LINE OF SAID SECTION 19, A DISTANCE OF 891.96 FEET TO THE INTERSECTION OF THE SOUTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF NORTHWEST 92ND COURT, ACCORDING TO OFFICIAL RECORDS BOOK 1769, PAGE 1313 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, WITH SAID SOUTH SECTION LINE; THENCE RUN NORTH 00°40'30" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE EXTENSION AND SAID RIGHT-OF-WAY LINE, 464.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°40'30" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, 186.00 FEET; THENCE RUN SOUTH 89°19'30" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, 0.17 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID NORTHWEST 92ND STREET, ACCORDING TO OFFICIAL RECORDS BOOK 2321, PAGE 2858 OF SAID PUBLIC RECORDS; THENCE CONTINUE ALONG SAID EAST RIGHT-OF-WAY LINE NORTH 00°40'30" WEST AND ALONG THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2242, PAGE 1746 OF SAID PUBLIC RECORDS, 225.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN ALONG SAID WESTERLY AND SOUTHERLY LINE OF SAID LANDS THE FOLLOWING COURSES: NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 23.56 FEET, A CHORD LENGTH OF 21.21 FEET, AND A CHORD BEARING OF NORTH 44°19'30" EAST; THENCE RUN NORTH 89°19'30" EAST, 109.75 FEET; THENCE RUN SOUTH 00°40'30" EAST, 171.00 FEET; THENCE RUN NORTH 89°19'30" EAST, 168.75 FEET; THENCE RUN SOUTH 00°40'30" EAST, 160.02 FEET; THENCE RUN NORTH 89°19'30" EAST, 16.99 FEET; THENCE RUN NORTH 59°19'30" EAST, 22.90 FEET; THENCE RUN NORTH 89°19'30" EAST, 22.34 FEET; THENCE RUN SOUTH 60°40'30" EAST, 40.02 FEET; THENCE RUN NORTH 89°19'30" EAST, 23.34 FEET; THENCE RUN NORTH 59°19'30" EAST, 22.90 FEET; THENCE RUN NORTH 89°19'30" EAST, 10.00 FEET; THENCE RUN SOUTH 00°40'30" EAST, 112.87 FEET; THENCE RUN SOUTH 89°19'30" WEST, 425.32 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 23.56 FEET, A CHORD LENGTH OF 21.21 FEET, AND A CHORD BEARING OF NORTH 45°40'30" WEST TO THE POINT OF BEGINNING.

TRACT 3

TOGETHER WITH A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 9 SOUTH, RANGE 19 EAST BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 9 SOUTH, RANGE 19 EAST, FOR A POINT OF COMMENCEMENT; THENCE RUN NORTH 00°37'51" WEST, ALONG THE WEST LINE OF SAID SECTION 9, A DISTANCE OF 59.05 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 222, ALSO KNOWN AS NORTHWEST 39TH AVENUE AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE, CONTINUE ALONG SAID WEST SECTION LINE, NORTH 00°37'51" WEST, 2573.90 FEET TO A POINT BEING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE RUN NORTH 89°05'58" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 365.77 FEET TO A POINT ON THE WESTERLY LIMITED

Sheet No.

BL-2

EXHIBIT "B" - LEGAL DESCRIPTIONS

SPRINGFIELD TOWNSHIP IMPROVEMENT DISTRICT LEGAL DESCRIPTION OF PROPERTY AND PARCEL BOUNDARY MAP

Prepared By



engineers + surveyors + planners

2015
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EXHIBIT "B" - LEGAL DESCRIPTIONS (CONTINUED):

ACCESS RIGHT-OF-WAY LINE OF STATE ROAD NO. 93, ALSO BEING INTERSTATE ROUTE NO. 75, PER STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION NO. 26260-2401, SAID POINT LYING ON A CURVE CONCAVE EASTERLY, NON-TANGENT TO THE PRIOR COURSE; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, ALONG SAID CURVE HAVING A RADIUS OF 11609.16 FEET, A CENTRAL ANGLE OF 00°02'33", AN ARC LENGTH OF 8.62 FEET, A CHORD LENGTH OF 8.62 FEET, AND A CHORD BEARING OF SOUTH 41°20'36" EAST TO A POINT; THENCE, CONTINUE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 41°21'53" EAST, 30.81 FEET TO A POINT ON THE NORTH LINE OF A FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) WATER STORAGE AREA AS DESCRIBED IN OFFICIAL RECORDS BOOK 2012, PAGE 2149 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN SOUTH 89°05'58" WEST, ALONG SAID NORTH LINE, PARALLEL WITH AND 30.00 FEET SOUTH OF THE AFORESAID NORTH LINE OF SAID SOUTHWEST QUARTER, 361.50 FEET TO A POINT BEING 30.00 FEET EAST OF THE SAID WEST LINE OF SECTION 19 AND THE NORTHWEST CORNER OF THE AFORESAID FDOT WATER STORAGE AREA; THENCE RUN SOUTH 00°37'51" EAST, ALONG THE WEST LINE OF SAID FDOT WATER STORAGE AREA, PARALLEL WITH AND 30.00 FEET EAST OF SAID WEST SECTION LINE, 709.96 FEET TO THE SOUTHWEST CORNER OF SAID FDOT WATER STORAGE AREA; THENCE RUN NORTH 89°05'58" EAST, ALONG THE SOUTH LINE OF SAID FDOT WATER STORAGE AREA, 440.14 FEET TO THE SOUTHEAST CORNER OF SAID WATER STORAGE AREA; THENCE RUN NORTH 00°37'51" WEST, ALONG THE WEST LINE OF SAID FDOT WATER STORAGE AREA, 618.27 FEET TO A POINT ON THE AFORESAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD NO. 93/INTERSTATE ROUTE NO. 75; THENCE RUN ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 41°21'53" EAST, 1360.26 FEET TO A POINT BEING THE MOST NORTHERLY CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 765, PAGE 50 OF THE PUBLIC RECORDS OF ALACHUA COUNTY; THENCE RUN, SOUTH 00°36'46" EAST, ALONG THE WEST LINE OF THAT CERTAIN PERPETUAL EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1680, PAGE 2647 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, 10.61 FEET; THENCE, DEPARTING SAID WEST LINE, RUN SOUTH 89°23'14" WEST, 627.44 FEET TO A POINT ON A CURVE CONCAVE EASTERLY; THENCE RUN SOUTHERLY, ALONG SAID CURVE, HAVING A RADIUS OF 700.00 FEET, A CENTRAL ANGLE OF 58°39'59", AN ARC LENGTH OF 716.75 FEET, A CHORD LENGTH OF 685.84 FEET AND A CHORD BEARING OF SOUTH 07°18'25" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 22°01'35" EAST, 35.05 FEET; THENCE RUN NORTH 89°23'14" EAST, 702.95 FEET TO A POINT ON A CURVE CONCAVE EASTERLY AND NON-TANGENT TO THE PRIOR COURSE, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTHWEST 97TH BOULEVARD AS DESCRIBED IN OFFICIAL RECORDS BOOK 1680, PAGE 2649 OF THE PUBLIC RECORDS OF ALACHUA COUNTY; THENCE, RUN SOUTHERLY ALONG SAID RIGHT-OF-WAY CURVE, HAVING A RADIUS OF 430.00 FEET, A CENTRAL ANGLE OF 06°01'15", AN ARC LENGTH OF 45.19 FEET, A CHORD LENGTH OF 45.16 FEET, AND A CHORD BEARING OF SOUTH 32°35'37" EAST TO THE POINT OF TANGENCY; THENCE, CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 35°36'14" EAST, 251.14 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY; THENCE, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF NORTHWEST 97TH BOULEVARD, RUN SOUTHERLY ALONG SAID CURVE HAVING A RADIUS OF 370.00 FEET, A CENTRAL ANGLE OF 34°56'22", AN ARC LENGTH OF 225.63 FEET, A CHORD LENGTH OF 222.15 FEET, AND A CHORD BEARING OF SOUTH 18°08'03" EAST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 00°39'52" EAST, ALONG SAID RIGHT-OF-WAY LINE, 228.01 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID RIGHT-OF-WAY LINE AND SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 34°02'43", AN ARC LENGTH OF 14.86 FEET, A CHORD LENGTH OF 14.64 FEET, AND A CHORD BEARING OF SOUTH 16°21'29" WEST TO THE NORTH RIGHT-OF-WAY LINE OF THE AFORESAID STATE ROAD NO. 222, AND NORTHWEST 39TH AVENUE; THENCE RUN, ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 89°19'30" WEST, 551.11 FEET TO THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1715, PAGE 1133 OF THE AFOREMENTIONED PUBLIC RECORDS; THENCE RUN NORTH 00°40'30" WEST, ALONG THE EAST LINE OF SAID LANDS, 9.00 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE RUN ALONG THE NORTH LINE OF SAID LANDS AND ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 89°19'30" WEST, 253.54 FEET TO THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2140, PAGE 773; THENCE RUN, ALONG SAID EAST LINE, NORTH 00°40'30" WEST, 50.00 FEET TO THE NORTHEAST CORNER OF THE AFORESAID LANDS; THENCE RUN SOUTH 89°19'30" WEST, ALONG THE NORTH LINE OF SAID LANDS, 76.00 FEET TO THE NORTHWEST CORNER; THENCE RUN, ALONG THE WEST LINE OF SAID LANDS, SOUTH 00°40'30" EAST, 20.00 FEET TO THE NORTH LINE OF THAT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 779, PAGE 722 OF SAID OFFICIAL RECORDS; THENCE RUN, ALONG THE NORTH LINE OF SAID PARCEL, SOUTH 89°19'30" WEST, 50.00 FEET; THENCE, ALONG THE WEST LINE OF SAID PARCEL, RUN SOUTH 00°40'30" EAST, 24.55 FEET TO THE AFORESAID NORTH RIGHT-OF-WAY LINE; THENCE RUN, ALONG SAID RIGHT-OF-WAY LINE, SOUTH 89°19'30" WEST, 590.33 FEET; THENCE, CONTINUE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 00°24'28" WEST, 16.40 FEET; THENCE RUN SOUTH 89°19'30" WEST, ALONG SAID RIGHT-OF-WAY LINE, 60.59 FEET; THENCE, ALONG THE WEST LINE OF SAID PARCEL TO THE POINT OF BEGINNING.

Sheet No.

BL-3

EXHIBIT "B" - LEGAL DESCRIPTIONS

SPRINGFIELD TRANSPORTATION IMPROVEMENT DISTRICT LEGAL DESCRIPTION OF PROPERTY AND PARCEL BOUNDARY MAP

Prepared By



engineers + surveyors + planners

2024
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TRACT 4

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 30, A POINT OF REFERENCE; THENCE RUN SOUTH 89°19'30" WEST, ALONG THE NORTH LINE OF SAID SECTION 30, A DISTANCE OF 990.19 FEET, SAID POINT BEING THE INTERSECTION OF SAID NORTH LINE WITH THE NORTHERLY EXTENSION OF THE WEST RIGHT-OF-WAY LINE OF NORTHWEST 92ND COURT, ACCORDING TO OFFICIAL RECORDS BOOK 2060, PAGE 1382 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN SOUTH 00°40'30" EAST, ALONG SAID RIGHT-OF-WAY EXTENSION AND SAID WEST RIGHT-OF-WAY LINE, 230.00 FEET TO THE POINT OF BEGINNING; THENCE RUN, ALONG SAID WEST RIGHT-OF-WAY LINE, THE FOLLOWING COURSES: SOUTH 00°40'30" EAST, 70.00 FEET; SOUTH 09°59'03" EAST, 123.64 FEET; SOUTH 00°40'30" EAST, 378.13 FEET; SOUTH 44°19'14" WEST, 21.23 FEET; SOUTH 00°41'02" EAST, 79.98 FEET; SOUTH 45°40'58" EAST, 7.07 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF NORTHWEST 36TH PLACE, ACCORDING TO SAID OFFICIAL RECORDS BOOK 2060, PAGE 1382; THENCE RUN, ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING COURSES: NORTH 89°19'30" EAST, 79.98 FEET; NORTH 44°19'14" EAST, 21.23 FEET; NORTH 89°18'58" EAST, 804.33 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID SOUTH RIGHT-OF-WAY CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 81°14'55", AN ARC LENGTH OF 35.45 FEET, A CHORD LENGTH OF 32.55 FEET AND A CHORD BEARING OF SOUTH 50°03'34" EAST TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY, SAID POINT LIES ON THE WEST RIGHT-OF-WAY LINE OF NORTHWEST 91ST STREET; THENCE RUN SOUTHERLY, ALONG SAID WEST RIGHT-OF-WAY LINE AND SAID CURVE, HAVING A RADIUS OF 1612.51 FEET, A CENTRAL ANGLE OF 00°49'17", AN ARC LENGTH OF 23.12 FEET, A CHORD LENGTH OF 23.12 FEET, AND A CHORD BEARING OF SOUTH 09°50'45" EAST TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY; THENCE RUN SOUTHERLY, ALONG SAID WEST RIGHT-OF-WAY CURVE, HAVING A RADIUS OF 1532.51 FEET, A CENTRAL ANGLE OF 05°11'57", AN ARC LENGTH OF 139.06 FEET, A CHORD LENGTH OF 139.02 FEET, AND A CHORD BEARING OF SOUTH 07°39'26" EAST; THENCE, DEPARTING SAID RIGHT-OF-WAY LINE, RUN SOUTH 88°31'16" WEST, 76.40 FEET; THENCE RUN SOUTH 61°39'24" WEST, 710.79 FEET; THENCE RUN SOUTH 48°37'54" WEST, 93.67 FEET; THENCE RUN SOUTH 41°22'06" EAST, 38.40 FEET; THENCE RUN SOUTH 48°37'54" WEST, 18.00 FEET; THENCE RUN SOUTH 41°22'06" EAST, 5.00 FEET; THENCE RUN SOUTH 48°37'54" WEST, 91.83 FEET TO A POINT ON THE EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE 75 (STATE ROAD NO. 93); THENCE RUN ALONG SAID EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE THE FOLLOWING COURSES: NORTH 41°22'04" WEST, 62.47 FEET; NORTH 36°46'18" WEST, 1278.79 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 1372.40 FEET, A CENTRAL ANGLE OF 08°20'39", AN ARC LENGTH OF 199.87 FEET, A CHORD LENGTH OF 199.69 FEET, AND A CHORD BEARING OF NORTH 19°46'29" WEST; THENCE, DEPARTING SAID EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, RUN NORTH 89°19'30" EAST, PARALLEL WITH THE AFORESAID NORTH LINE OF SECTION 30, A DISTANCE OF 130.37 FEET; THENCE RUN NORTH 00°40'30" WEST, 94.37 FEET TO THE SOUTH LINE OF THOSE CERTAIN LANDS DESCRIBED AS PARCEL 1, ACCORDING TO OFFICIAL RECORDS BOOK 1644, PAGE 2580 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 89°19'30" EAST, ALONG SAID SOUTH LINE, 87.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 1; THENCE RUN NORTH 00°40'30" WEST, ALONG THE EAST LINE OF SAID PARCEL 1, A DISTANCE OF 133.27 FEET TO SAID EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE 75 AND THE SOUTH LINE OF THOSE CERTAIN LANDS DESCRIBED AS PARCEL 105, ACCORDING TO OFFICIAL RECORDS BOOK 1909, PAGE 2500 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 81°32'30" EAST, ALONG SAID EASTERLY LIMITED ACCESS RIGHT OF WAY LINE AND SAID SOUTH LINE, 12.64 FEET; THENCE RUN NORTH 89°19'30" EAST, ALONG SAID EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE AND SAID SOUTH LINE, 98.14 FEET; THENCE RUN NORTH 00°40'30" WEST, 15.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 222 (NORTHWEST 39TH AVENUE); THENCE RUN NORTH 89°19'30" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 10.71 FEET TO THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2220, PAGE 4 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 00°40'30" EAST, ALONG THE WEST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2220, PAGE 4, A DISTANCE OF 217.25 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE RUN NORTH 89°19'30" EAST, ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2220, PAGE 4, A DISTANCE OF 200.00 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE RUN NORTH 00°40'30" WEST, ALONG THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2220, PAGE 4, A DISTANCE OF 37.25 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2167, PAGE 1015 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 89°19'30" EAST, ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2167, PAGE 1015, A DISTANCE OF 198.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE PROPERTY CONVEYED FROM PR GAINESVILLE LIMITED PARTNERSHIP TO DEB-LYN, INC., BY QUIT CLAIM DEED RECORDED ON DECEMBER 27, 2016 IN BOOK 4483 PAGE 2431, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EXHIBIT "B" - LEGAL DESCRIPTIONS (CONTINUED):

A PORTION OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 9 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 30, TOWNSHIP 9 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, AND RUN THENCE SOUTH 89°19'30" WEST, ALONG THE NORTH BOUNDARY OF SAID SECTION AND THE CENTERLINE OF STATE ROAD NO. 222 (ALSO BEING KNOWN AS N.W. 39TH AVENUE, 100' R/W), A DISTANCE OF 990.19 FEET; THENCE SOUTH 00°40'30" EAST, 100.00 FEET; THENCE CONTINUE SOUTH 00°40'30" EAST, 130.00 FEET, THENCE SOUTH 89°19'30" WEST, PARALLEL WITH SAID NORTH BOUNDARY, 198.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°40'30" EAST, 37.25 FEET; THENCE NORTH 89°19'30" EAST, PARALLEL WITH SAID NORTH BOUNDARY, 15.00 FEET, THENCE NORTH 00°40'30" WEST, 37.25 FEET; THENCE SOUTH 89°19'30" WEST, PARALLEL WITH SAID NORTH BOUNDARY, 15.00 FEET, TO THE POINT OF BEGINNING.

TRACT 5

TOGETHER WITH A PARCEL OF LAND LYING IN SECTION 30, TOWNSHIP 9 SOUTH, RANGE 19 EAST BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 30 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 89°19'30" WEST, ALONG THE NORTH LINE OF SAID SECTION 30, A DISTANCE OF 79.37 FEET; THENCE, DEPARTING SAID NORTH LINE, RUN SOUTH 00°40'30" EAST, 84.73 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF NORTHWEST 91ST STREET; THENCE RUN SOUTH 01°06'32" EAST, 245.28 FEET TO THE INTERSECTION OF THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1865, PAGE 716 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN SOUTH 89°18'58" WEST, ALONG SAID NORTH LINE, 235.00 FEET TO THE WEST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1865, PAGE 716 AND THE POINT OF BEGINNING; THENCE RUN SOUTH 01°06'32" EAST, ALONG SAID WEST LINE, 120.00 FEET TO A POINT ON THAT CERTAIN DRAINAGE AREA ACCORDING TO OFFICIAL RECORDS BOOK 1977, PAGE 549 OF SAID PUBLIC RECORDS; THENCE RUN, ALONG SAID DRAINAGE AREA THE FOLLOWING COURSES: SOUTH 81°36'32" EAST, 11.44 FEET; SOUTH 03°55'18" WEST, 13.78 FEET; SOUTH 37°52'20" WEST, 26.13 FEET; SOUTH 05°21'34" WEST, 38.87 FEET; SOUTH 22°05'41" WEST, 48.37 FEET; SOUTH 11°17'09" WEST, 42.55 FEET; SOUTH 44°13'11" WEST, 14.32 FEET; SOUTH 77°22'23" WEST, 18.47 FEET; NORTH 15°11'57" WEST, 7.03 FEET; SOUTH 46°23'36" WEST, 59.15 FEET; SOUTH 82°55'24" WEST, 56.25 FEET; THENCE DEPARTING SAID DRAINAGE AREA, RUN SOUTH 00°41'02" EAST, 160.44 FEET TO THE NORTH RIGHT-OF-WAY LINE OF NORTHWEST 36TH PLACE ACCORDING TO OFFICIAL RECORDS BOOK 2060, PAGE 1382 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 89°18'58" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 406.75; THENCE RUN NORTH 45°40'46" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 35.35 FEET TO THE EAST RIGHT-OF-WAY LINE OF NORTHWEST 92ND COURT ACCORDING TO SAID OFFICIAL RECORDS BOOK 2060, PAGE 1382; THENCE RUN NORTH 00°40'30" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, 378.12 FEET; THENCE RUN NORTH 08°38'04" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, 123.64 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1967, PAGE 1957 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 89°19'30" EAST, ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1967, PAGE 1957, A DISTANCE OF 150.00 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 1967, PAGE 1957 AND THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2246, PAGE 2986 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 00°40'30" EAST, ALONG SAID WEST LINE, 40.00 FEET TO THE SOUTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2246, PAGE 2986; THENCE RUN NORTH 89°19'30" EAST, ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2246, PAGE 2986, A DISTANCE OF 221.36 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE RUN NORTH 00°40'30" WEST, ALONG THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2246, PAGE 2986, A DISTANCE OF 240.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY ALONG SAID EAST LINE AND SAID CURVE, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 78.54 FEET, A CHORD LENGTH OF 70.71 FEET, AND A CHORD BEARING OF NORTH 45°40'30" WEST TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF NORTHWEST 39TH AVENUE (STATE ROAD NO. 222); THENCE RUN NORTH 89°19'30" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 119.00 FEET TO THE EAST LINE OF THAT CERTAIN INGRESS, EGRESS, PUBLIC UTILITIES AND DRAINAGE EASEMENT, RECORDED IN OFFICIAL RECORDS BOOK 2246, PAGE 2989 AND OFFICIAL RECORDS BOOK 2247, PAGE 1 OF SAID PUBLIC RECORDS; THENCE RUN ALONG SAID EAST LINE THE FOLLOWING COURSES: SOUTH 44°19'30" WEST, 38.18 FEET; SOUTH 00°40'30" EAST, 260.32 FEET TO THE NORTH LINE OF SAID EASEMENT; THENCE RUN ALONG SAID NORTH LINE THE FOLLOWING COURSES: NORTH 85°40'01" EAST, 113.85 FEET; THENCE RUN NORTH 89°18'58" EAST, 50.70 FEET TO THE POINT OF BEGINNING.

Sheet No.

BL-5

EXHIBIT "B" - LEGAL DESCRIPTIONS

SPRINGFIELD TOWNSHIP POSITION IMPROVEMENT DISTRICT LEGAL DESCRIPTION OF PROPERTY AND PARCEL BOUNDARY MAP

PREPARED BY



engineers + designers + architects

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EXHIBIT "B" - LEGAL DESCRIPTIONS (CONTINUED):

TRACT 6

TOGETHER WITH A PARCEL OF LAND LYING IN SECTIONS 29 AND 30 OF TOWNSHIP 9 SOUTH, RANGE 19 EAST DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 3, HAUFLE BROTHER'S ESTATE, UNIT NO. 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "G", PAGE 69, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AS THE POINT OF BEGINNING; THENCE RUN SOUTH 89°20'13" WEST ALONG THE NORTH LINE OF SAID PLAT 2698.40 FEET TO THE NORTHWEST CORNER OF SAID PLAT AND THE EASTERLY RIGHT-OF-WAY LINE OF NORTHWEST 98TH STREET ACCORDING TO OFFICIAL RECORDS BOOK 303, PAGE 22 AND OFFICIAL RECORDS BOOK 308, PAGE 328 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 21°38'55" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE 642.71 FEET TO A POINT OF CURVATURE OF A RIGHT-OF-WAY CURVE CONCAVE WESTERLY; THENCE, CONTINUE ALONG SAID RIGHT-OF-WAY, RUN NORTHERLY ALONG SAID CURVE HAVING A RADIUS OF 5520.14 FEET, A CENTRAL ANGLE OF 01°31'54", AN ARC LENGTH OF 147.57 FEET, A CHORD LENGTH OF 147.56 FEET, AND A CHORD BEARING OF NORTH 22°24'52" WEST; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE, RUN NORTH 23°10'49" WEST, 935.83 FEET TO A POINT OF CURVATURE OF A RIGHT-OF-WAY CURVE CONCAVE WESTERLY; THENCE, CONTINUE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY CURVE, HAVING A RADIUS OF 2994.21 FEET, A CENTRAL ANGLE OF 03°20'56", AN ARC LENGTH OF 175.01 FEET, A CHORD LENGTH OF 174.98 FEET AND A CHORD BEARING OF NORTH 24°51'17" WEST TO THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2004, PAGE 2098; THENCE, DEPARTING THE AFORESAID RIGHT-OF-WAY, RUN NORTH 63°45'28" EAST, ALONG THE SAID SOUTH LINE, 200.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY; THENCE RUN SOUTHERLY ALONG SAID CURVE HAVING A RADIUS OF 3194.21 FEET, A CENTRAL ANGLE OF 03°19'52", AN ARC LENGTH OF 185.71 FEET, A CHORD LENGTH OF 185.68 FEET, AND A CHORD BEARING OF SOUTH 24°50'44" EAST; THENCE RUN SOUTH 23°10'49" EAST, 24.20 FEET TO THE NORTHWESTERLY CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2033, PAGE 2200 OF THE ABOVE REFERENCED PUBLIC RECORDS; THENCE RUN SOUTH 23°10'49" EAST, ALONG THE WESTERLY LINE OF OFFICIAL RECORDS BOOK 2033, PAGE 2200 A DISTANCE OF 368.42 FEET TO THE SOUTHWEST CORNER OF SAID LANDS ACCORDING TO OFFICIAL RECORDS BOOK 2033, PAGE 2200; THENCE RUN NORTH 44°10'13" EAST ALONG THE SOUTH LINE OF SAID LANDS, 408.17 FEET TO THE NORTHWESTERLY CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2341, PAGE 2470 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 88°09'02" EAST ALONG THE SOUTHWESTERLY LINE OF SAID DESCRIBED LANDS, 100.92 FEET TO THE SOUTHWESTERLY CORNER THEREOF; THENCE RUN NORTH 44°09'02" EAST, ALONG THE SOUTHEASTERLY LINE OF SAID LANDS, 231.46 FEET TO A POINT BEING THE SOUTHEASTERLY CORNER OF THE REFERENCED LANDS, SAID POINT LYING ON A NON-TANGENT CURVE, CONCAVE WESTERLY; THENCE RUN NORTHWESTERLY ALONG SAID CURVE ALSO BEING THE NORTHEASTERLY LINE OF THE PREVIOUSLY REFERENCED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2341, PAGE 2470, HAVING A RADIUS OF 370.00 FEET, A CENTRAL ANGLE OF 11°42'22", AN ARC LENGTH OF 75.59 FEET, A CHORD LENGTH OF 75.46 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2238, PAGE 1248 OF THE SAID PUBLIC RECORDS; THENCE RUN NORTH 62°33'37" EAST, ALONG THE SOUTH LINE OF SAID LANDS, 60.00 FEET TO THE SOUTHEAST CORNER OF SAID LANDS AND TO A NON-TANGENT CURVE CONCAVE WESTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 430.00 FEET, A CENTRAL ANGLE OF 07°47'54", AN ARC LENGTH OF 58.53 FEET, A CHORD LENGTH OF 58.48 FEET, AND A CHORD BEARING OF SOUTH 23°32'26" EAST; THENCE, DEPARTING SAID CURVE, RUN NORTH 89°19'30" EAST, NON-TANGENT TO THE AFORESAID CURVE, 150.32 FEET TO THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2571, PAGE 1111; THENCE RUN SOUTH 00°40'30" EAST, ALONG SAID WEST LINE, 13.33 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE RUN NORTH 89°19'30" EAST, ALONG THE SOUTH LINE OF SAID LANDS, 136.50 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE RUN NORTH 00°40'30" WEST, ALONG THE EAST LINE OF SAID LANDS, 20.27 FEET; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°19'30" EAST, 1.10 FEET; THENCE RUN NORTH 00°40'30" WEST 108.23 FEET TO THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2301, PAGE 737; THENCE RUN NORTH 89°19'30" EAST, ALONG THE SOUTH LINE OF SAID LANDS, 28.68 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE RUN NORTH 00°40'30" WEST, ALONG THE EAST LINE OF SAID LANDS, 147.50 FEET TO THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1285, PAGE 763 AND OFFICIAL RECORDS BOOK 1285, PAGE 766; THENCE RUN NORTH 89°19'30" EAST, ALONG SAID SOUTH LINE, 741.57 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 75 (STATE ROAD NO. 93), CURRENTLY HAVING A RIGHT-OF-WAY WIDTH OF 300 FEET; THENCE RUN SOUTH 43°32'48" EAST, ALONG SAID RIGHT-OF-WAY, 957.07 FEET; THENCE, CONTINUE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 41°22'04" EAST, 1815.78 FEET TO THE INTERSECTION WITH THE PREVIOUSLY MENTIONED NORTH LINE OF HAUFLE BROTHER'S ESTATES UNIT NO. 1; THENCE RUN SOUTH 89°20'13" WEST ALONG SAID NORTH LINE 395.68 FEET TO THE NORTHWEST CORNER OF LOT 2 OF SAID HAUFLE BROTHER'S ESTATES UNIT NO. 1; THENCE RUN ALONG THE WEST LINE OF SAID LOT 2 THE FOLLOWING COURSES: SOUTH 41°31'10" EAST, 25.22 FEET TO A CURVE CONCAVE WESTERLY; THENCE RUN SOUTHERLY ALONG SAID CURVE

Sheet No.

BL-6

EXHIBIT "B" - LEGAL DESCRIPTIONS

SPRINGFIELD TOWNSHIP POSITION IMPROVEMENT DISTRICT LEGAL DESCRIPTION OF PROPERTY AND PARCEL BOUNDARY MAP

Prepared By



engineers + surveyors + planners

2015
JANUARY 15, 2015
11:00 AM
11:00 AM
11:00 AM
11:00 AM

EXHIBIT "B" - LEGAL DESCRIPTIONS (CONTINUED):

HAVING A RADIUS OF 95.00 FEET, A CENTRAL ANGLE OF 40°14'02", AN ARC LENGTH OF 66.71 FEET, A CHORD LENGTH OF 65.35 FEET AND A CHORD BEARING OF SOUTH 21°12'35" EAST; THENCE RUN SOUTH 01°08'40" EAST, 104.99 FEET TO A CURVE CONCAVE NORTHEASTERLY; THENCE RUN SOUTHERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°31'08", AN ARC LENGTH OF 39.06 FEET, AND A CHORD LENGTH OF 35.21 FEET AND A CHORD BEARING OF SOUTH 45°54'13" EAST TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE RUN SOUTH 89°20'13" WEST, 120.00 FEET TO THE SOUTHEAST CORNER OF THE ABOVE MENTIONED LOT 3, SAID CORNER LYING ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY; THENCE RUN ALONG THE EAST LINE OF SAID LOT 3 THE FOLLOWING COURSES: RUN NORTHERLY ALONG SAID CURVE BEING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°28'52", AN ARC LENGTH OF 39.48 FEET, A CHORD LENGTH OF 35.50 FEET AND A CHORD BEARING OF NORTH 44°05'47" EAST; THENCE RUN NORTH 01°08'40" WEST, 104.05 FEET TO A CURVE CONCAVE WESTERLY; THENCE RUN NORTHERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 40°14'02", AN ARC LENGTH OF 17.56 FEET, A CHORD LENGTH OF 17.20 FEET AND A CHORD BEARING OF NORTH 21°12'35" WEST; THENCE RUN NORTH 41°31'10" WEST, 85.53 FEET TO THE NORTHEAST CORNER OF SAID LOT 3 AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LANDS.

TRACT 7

TOGETHER WITH A PARCEL OF LAND LYING IN SECTION 30, TOWNSHIP 9 SOUTH, RANGE 19 EAST BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTERLINE INTERSECTION OF STATE ROAD NO. 222 (NORTHWEST 39TH AVENUE) AND STATE ROAD NO. 93 (INTERSTATE ROUTE 75) FOR A POINT OF REFERENCE; THENCE RUN SOUTH 89°19'30" WEST ALONG SAID CENTERLINE OF STATE ROAD NO. 222, ALSO BEING THE NORTH LINE OF SAID SECTION 30, A DISTANCE OF 986.84 FEET; THENCE, DEPARTING SAID CENTERLINE, RUN SOUTH 00°40'30" EAST, 72.61 FEET TO THE POINT OF BEGINNING, SAID POINT LIES ON THE SOUTH RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 222; THENCE RUN SOUTH 00°40'32" EAST, 189.23 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY, SAID POINT LIES ON THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1885, PAGE 2882 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN WESTERLY ALONG SAID NORTH LINE AND SAID CURVE HAVING A RADIUS OF 775.00 FEET, A CENTRAL ANGLE OF 04°50'33", AN ARC LENGTH OF 65.50 FEET, A CHORD LENGTH OF 65.48 FEET, AND A CHORD BEARING OF SOUTH 82°56'23" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 80°31'06" WEST, ALONG SAID NORTH LINE, 102.65 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY ALONG SAID NORTH LINE AND SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 98°05'54", AN ARC LENGTH OF 42.80 FEET, A CHORD LENGTH OF 37.76 FEET, AND A CHORD BEARING OF NORTH 50°25'57" WEST TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY, SAID POINT LIES ON THE EAST RIGHT-OF-WAY LINE OF NORTHWEST 97TH BOULEVARD ACCORDING TO OFFICIAL RECORDS BOOK 1680, PAGE 2649 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN NORTHERLY ALONG SAID RIGHT-OF-WAY LINE AND SAID CURVE, HAVING A RADIUS OF 380.00 FEET, A CENTRAL ANGLE OF 00°42'30", AN ARC LENGTH OF 4.70 FEET, A CHORD LENGTH OF 4.70 FEET, AND A CHORD BEARING OF NORTH 01°01'45" WEST TO THE POINT OF TANGENCY; THENCE RUN NORTH 00°40'30" WEST, ALONG SAID RIGHT-OF-WAY LINE, 180.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE RUN NORTHERLY ALONG SAID RIGHT-OF-WAY LINE AND SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 11°31'31", AN ARC LENGTH OF 5.03 FEET, A CHORD LENGTH OF 5.02 FEET, AND A CHORD BEARING OF NORTH 05°05'15" EAST TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 222; THENCE RUN NORTH 89°19'30" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 155.75 FEET; THENCE RUN SOUTH 86°51'40" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 39.20 FEET TO THE POINT OF BEGINNING.

TRACT 8

TOGETHER WITH A TRACT OF LAND LYING IN SECTION 19, TOWNSHIP 9 SOUTH, RANGE 19 EAST, BEING DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 19 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 89°19'30" WEST, ALONG THE SOUTH LINE OF SAID SECTION 19, A DISTANCE OF 694.37 FEET; THENCE, DEPARTING SAID SOUTH LINE, RUN NORTH 00°40'30" WEST, 50.00 FEET TO THE SOUTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2330, PAGE 1691 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 222 (NORTHWEST 39TH AVENUE) AND THE POINT OF BEGINNING; THENCE RUN NORTH 00°40'30" WEST, ALONG THE EAST LINE OF SAID LAND RECORDED IN OFFICIAL RECORDS BOOK 2330, PAGE 1691, A DISTANCE OF 355.00 FEET TO THE NORTHEAST CORNER THEREOF, SAID POINT ALSO LIES ON THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2242, PAGE 1746 OF SAID PUBLIC RECORDS;

Sheet No.

BL-7

EXHIBIT "B" - LEGAL DESCRIPTIONS

SPRINGFIELD TRANSPORTATION IMPROVEMENT DISTRICT LEGAL DESCRIPTION OF PROPERTY AND PARCEL BOUNDARY MAP

Prepared By



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EXHIBIT "B" - LEGAL DESCRIPTIONS (CONTINUED):

THENCE RUN, ALONG SAID SOUTHERLY LINE, NORTH 89°19'30" EAST, 175.37 FEET; THENCE RUN SOUTH 00°40'30" EAST, 315.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 62.83 FEET, A CHORD LENGTH OF 56.57 FEET AND A CHORD BEARING OF SOUTH 44°19'30" WEST TO A POINT ON THE SAID NORTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 222 (NORTHWEST 39TH AVENUE) AND THE POINT OF TANGENCY; THENCE RUN SOUTH 89°19'30" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 135.37 FEET TO THE POINT OF BEGINNING.

TRACT 9

A TRACT OF LAND LYING IN SECTION 19, TOWNSHIP 9 SOUTH, RANGE 19 EAST, DESCRIBED AS FOLLOWS (surveyor's reference NE.2):

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 19 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 89°19'30" WEST, ALONG THE SOUTH LINE OF SAID SECTION 19, A DISTANCE OF 125.01 FEET; THENCE, DEPARTING SAID SOUTH LINE, RUN NORTH 00°40'30" WEST, 50.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 222 (NORTHWEST 39TH AVENUE) AND THE POINT OF BEGINNING; THENCE RUN SOUTH 89°19'30" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 303.99 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND THE SOUTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2242, PAGE 1746 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN ALONG SAID EASTERLY LINE THE FOLLOWING COURSES: THENCE RUN NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 62.83 FEET, A CHORD LENGTH OF 56.57 FEET AND A CHORD BEARING OF NORTH 45°40'30" WEST TO THE POINT OF TANGENCY; THENCE RUN NORTH 00°40'30" WEST, 315.00 FEET; THENCE RUN NORTH 89°19'30" EAST, ALONG THE SOUTHERLY LINE OF THE AFORESAID LANDS, 353.94 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 89°59'26", AN ARC LENGTH OF 23.56 FEET, A CHORD LENGTH OF 21.21 FEET, AND A CHORD BEARING OF SOUTH 45°40'47" EAST TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF NORTHWEST 91ST STREET, ACCORDING TO OFFICIAL RECORDS BOOK 2321, PAGE 2858 OF SAID PUBLIC RECORDS AND THE POINT OF TANGENCY; THENCE RUN SOUTH 00°41'04" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, 315.00 FEET TO THE NORTHERNMOST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2321, PAGE 2862 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 44°19'13" WEST, ALONG THE WESTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2321, PAGE 2862, A DISTANCE OF 35.35 FEET TO THE POINT OF BEGINNING.

TRACT 10

A TRACT OF LAND LYING IN SECTION 29, TOWNSHIP 9 SOUTH, RANGE 19 EAST, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SUMMIT OAKS UNIT-2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "O", PAGE 73 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, FOR THE POINT OF BEGINNING, SAID POINT OF BEGINNING ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 222 (NORTHWEST 39TH AVENUE); THENCE RUN SOUTH 01°09'55" EAST, ALONG THE WEST LINE OF SAID SUMMIT OAKS UNIT-2, A DISTANCE OF 610.00 FEET TO A POINT ON THE NORTH LINE OF LOT 26 OF SAID SUMMIT OAKS UNIT-2; THENCE RUN SOUTH 89°27'24" WEST, ALONG THE NORTH LINE OF SAID LOT 26 AND THE NORTH LINE OF SUMMIT OAKS UNIT-3, A DISTANCE OF 660.00 FEET TO THE NORTHWEST CORNER OF SAID SUMMIT OAKS UNIT-3; THENCE RUN SOUTH 01°09'55" EAST ALONG THE WEST LINE OF SAID SUMMIT OAKS UNIT-3 AND THE SOUTHERLY EXTENSION THEREOF, 330.04 FEET TO A POINT ON THE NORTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1112, PAGE 714 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 89°27'24" WEST, ALONG SAID NORTH LINE, 857.68 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF NORTHWEST 83RD STREET, ACCORDING TO OFFICIAL RECORDS BOOK 996, PAGE 253 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 00°52'06" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 940.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 222 (NORTHWEST 39TH AVENUE); THENCE RUN NORTH 89°27'24" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 1512.81 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN ALACHUA COUNTY, FLORIDA.

Sheet No.

BL-8

EXHIBIT "B" - LEGAL DESCRIPTIONS

SPRINGFIELD TRANSPORTATION IMPROVEMENT DISTRICT LEGAL DESCRIPTION OF PROPERTY AND PARCEL BOUNDARY MAP

Prepared By



eda
engineers + surveyors + planners
3000 N. US HWY 1, SUITE 100, PALM BEACH, FLORIDA 33480
TEL: 561.833.1100 FAX: 561.833.1101
WWW.EDASURVEYING.COM

EXHIBIT "B" - LEGAL DESCRIPTIONS (CONTINUED):

TRACT SANTA-FE

PARCEL 06041-000-000

COM NW COR SEC E 1320.38 FT S 2340.02 FT POB CONT S 1599.27 FT E 660 FT S 744.15 FT E 662.46 FT N 144.39 FT NWLY ALG CURVE 426.79 FT N 35 DEG W 1403.14 FT NWLY ALG CURVE 748.64 FT POB OR 1993/2528.

PARCEL 06041-002-000

W1/2 OF THE NW1/4 AND NW1/4 OF THE SW1/4OR 1580/731 & OR 1586/01- & 03 & OR 1589/904 LESS S 250 FTOF E 845 FT OFSW1/4 OF NW1/4 IN OR 1596/2909 (LESS COMNW COR SEC E 1130.92 FT POB E 189.46 FT S 1921.40 FT NLY ALG CURVE 346.30 FT N116.77 FT E 10 FT N 350 FT W 10 FT N 347.69 FT NLY ALG CURVE 571.98 FT N 16 DEG W 205.42 FT POB PER OR 1993/2542)(LESS R/W FOR NW 83RD ST EXT PER OR 1993/2556-2558) (LESS COM NW COR SEC S 2962.29 FT POB S 879.16 E 305.49 FT FTE 187.11 FT NELY ALG CURVE 240.13 FT NLY ALG CURVE 22.69 FT N 80 DEG W 14.73 FT N 65 DEG W 44.52 FT NWLYALG CURVE 232.69 FT NLY ALG CURVE 8.66 FT W 16.43 FT W 73.52 FT N 454.78 FT W 197.33 FT POB PER OR 2102/2714) LESS COM NW COR SEC E 1320.29 FT S 2005.25 FT POB S 680 FT W 99.39 FT S 169.08 FT SWLY ALG CURVE 255.95 FTS 35 DEG W 361.06 FT SWLY ALG CURVE 215.21 FT SWLY ALG CURVE 244.83 FT S 26 DEG W 77.51 FT N 63 DEG W 133.73FT NVVLY ALG CURVE 262.50 FTW 86.32 FT N 551.27 FT E 581.59 FT N 455 FT N 44 DEG E 402.72 FT N 215 FT E 250 FT POBALSO COM NW COR SEC E 1320.29 FT S 2005.25 FT W 250 FT POB N 51.45 FT NWLY ALG CURVE 154.94 FT W 140.21 FT WLY & NWLY ALG CURVE 170.11 FT N 55 DEG W 310.60 FT W 372.36 FT S 796.71 FT E 819.80 FT N 44 DEG E 355.81 FT N 215 FTPOB PER OR 2327/0438) (LESS COM NW COR SEC S 2473.75 FT POB E 819.80 FT S 44 DEG W 46.91 FT S 455 FT W 591.31 FT S87.58 FT W 195.46 FT N 575.86 FT POB PER OR 2639/20)

PARCEL 06041-002-001

COM NW COR SEC S 3049.61 FT POB S 930.86FT E 477.04 FT N 259.26 FT N 65 DEG W 21.70 FT NWLY ALG CURVE 281.71 FT W92.35 FT N 450.78 FT W 195.46 FT POB OR 2452/0932

PARCEL 06041-002-002

COM NW COR SEC N 89 DEG 55 MIN 59 SEC E 1320.29 FT S 00 DEG 09 MIN 56 SEC E 2005.25 FT POB S00 DEG 09 MIN 56 SEC E680 FT S 89 DEG 50 MIN 04 SEC W 99.39 FT S 169.08 FT SWLY ALG CURVE 255.95 FT S 35 DEG 00 MIN 44 SEC W 361.06 FT SWLYALG CURVE 215.21 FT SWLY ALG CURVE 244.83 FT S 26 DEG 30 MIN 24 SEC W 77.51 FT N 63 DEG 29 MIN 36 SEC W 133.73FT NWLY ALG CURVE 262.50 FT S 89 DEG 51 MIN 36 SEC W 86.32 FT N 00 DEG 11 MIN04 SEC W 551.27 FT N 89 DEG 50 MIN 04SEC E 581.59 FT N 00 DEG 09 MIN 56 SEC W455 FT N 44 DEG 50 MIN 04 SEC E 402.72 FT N 00 DEG 09 MIN 56 SEC W 215 FT N89 DEG 50 MIN 04 SEC E 250 FT POB (LESS NW COR OF SEC S 3049.61 FT E 195.46 FT POB N 87.58 FT E 419.82 FTS 647.62 FT SWLY ALG CURVE 80.14 FT S 27 DEG W 80.43 FT N 65 DEG W 62.20 FT N 65 DEG W 21.70 FT NWLY ALG CURVE 281.71 FT W 92.35 FT N 450.78 FT POB PEROR 2411/1357) OR 2411/1353

PARCEL 06041-002-003

COM NW COR SEC N 89 DEG 55 MIN 59 SEC E 1320.29 FT S 00 DEG 09 MIN 56 SEC E 2005.25 FT S 89 DEG 50 MIN 04 SEC W 250FT POB N 00 DEG 09 MIN 56 SEC W 51.45 FTNWLY ALG CURVE 154.94 FT W 140.21 FT WLY & NWLY ALG CURVE 170.11 FT N 55 DEG 55 MIN 13 SEC W 310.60 FT S 89 DEG 51 MIN 36 SEC W 372.36 FT S 00 DEG 08 MIN 24 SEC E 796.71 FT N 89 DEG 51 MIN 36 SECE 819.80 FT N 44 DEG 50 MIN 04 SEC E 355.81 FT N 00 DEG 09 MIN 56 SEC E 215 FT POB OR 2411/1353

Sheet No.

BL-9

EXHIBIT "B" - LEGAL DESCRIPTIONS

SPRINGFIELD TRANSPORTATION IMPROVEMENT DISTRICT LEGAL DESCRIPTION OF PROPERTY AND PARCEL BOUNDARY MAP

Prepared By



engineers • surveyors • planners

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EXHIBIT "B" - LEGAL DESCRIPTIONS (CONTINUED):

PARCEL 06041-002-004

COM NW COR SEC S 00 DEG 08 MIN 24 SEC E 3049.61 FT N 89 DEG 54 MIN 32 SEC E 195.46 FT POB N 00 DEG 05 MIN 28 SEC W 87.58 FT N 89 DEG 50 MIN 04 SEC E 419.82 FT S 00 DEG 00 MIN 00 SEC W 647.62 FT SWLY ALG CURVE 80.14 FT S 27 DEG 17 MIN 15 SEC W 80.43 FT N 65 DEG 15 MIN 42 SEC W 62.20 FT N 65 DEG 15 MIN 42 SEC W 21.70 FT NVVLY ALG CURVE 281.71 FT S 89 DEG 58 MIN 05 SEC W 92.35 FT N 00 DEG 05 SEC W 92.35 FT N 00 DEG 05 MIN 28 SEC W 450.78 FT POB OR 2411/1357

PARCEL 06041-002-005

COM NW COR SEC S 00 DEG 08 MIN 24 SEC E 2473.75 FT POB N 89 DEG 51 MIN 38 SEC E 819.80 FT S 44 DEG 50 MIN 04 SEC W 46.91 FT S 00 DEG 09 MIN 56 SEC E 455 FT S 89 DEG 50 MIN 04 SEC W 591.31 FT S 00 DEG 05 MIN 28 SEC E 87.58 FT S 89 DEG 54 MIN 32 SEC W 195.46 FT N 00 DEG 08 MIN 24 SEC W 575 FT POB OR 2639/0020

PARCEL 06041-003-000

COM SW COR OF SEC E 682 FT N 50 FT TO N R/W NW 39TH AVE N 303.43 FT NWLY ALG CURVE 88.85 FT POB NWLY ALG CURVE 166.87 FT NWLY ALG CURVE 149.26 FT N 364.69 FT NWLY ALG CURVE 194.12 FT NWLY NLY AND NELY ALG CURVE 268.89 FT N 29 DEG E 52.58 FT N 69 DEG E 137.77 FT E 583.27 FT TO E BDY OF W1/4 S 1216.64 FT W 648.60 FT POB OR 2048/0454

PARCEL 6041-003-001

SW1/4 OF SW1/4 LESS S 460 FT OF W 400 FT LESS S 50 FT R/W ALSO S 250 FT OF E 845 FT OF NW1/4 OF SW1/4 (LESS PARCEL PEROR 2048/0454) OR 2561/0437

PARCEL 6041-003-002

COM NW COR SEC S 00 DEG 11 MIN 17 SEC W 3980.47 FT N 89 DEG 57 MIN 58 SEC E 74.82 FT POB S 00 DEG 11 MIN 17 SEC W 76.13 FT SELY ALG CURVE 37.45 FT S 89 DEG 42 MIN 54 SEC E 112 FT NELY ALG CURVE 37.51 FT N 00 DEG 11 MIN 17 SEC E 4.92 FT NELY ALG CURVE 6.36 FT S 89 DEG 48 MIN 43 SEC E 13.50 FT N 00 DEG 11 MIN 17 SEC E 19 FT N 89 DEG 48 MIN 43 SEC W 13.50 FT NWLY ALG CURVE 6.36 FT N 00 DEG 11 MIN 17 SEC E 4.34 FT NELY ALG CURVE 7.65 FT S 63 DEG 20 MIN 22 SEC E 19.70 FT SELY ALG CURVE 18.45 FT N 81 DEG 27 MIN 15 SEC E 37.73 FT NELY ALG CURVE 20.11 FT N 70 DEG 40 MIN 22 SEC E 43.15 FT N 89 DEG 15 MIN 24 SEC E 90.50 FT N 00 DEG 44 MIN 36 SEC W 2.50 FT NELY ALG CURVE 4.24 FT N 89 DEG 15 MIN 24 SEC E 4.70 FT N 00 DEG 09 MIN 56 SEC W 14.02 FT S 89 DEG 57 MIN 58 SEC W 402.22 FT POB AKA PARCEL 1 OR 4368/2150

PARCEL 06041-004-000

COM SW COR SEC E ALG CENTER LINE OF NW 39TH AVE 1322.66 FT N 50 FT TO N R/W POB N 1320 FT E 660 FT S 1320 FT TO NR/W OF 39TH AVE W 660 FT POB OR 2965/ 0782

PARCEL 06041-007-000

COM NW COR SEC E 1320.38 FT S 3939.29 FT E 660 FT S 744.15 FT POB CONT S 575.85 FT E 307.91 FT N 25 FT E 92 FT N 89.85 FT N 67 DEG W 136.35 FT N 34 DEG W 129.15 FT N 100 FT N 27 DEG E 155.39 FT N 69 DEG E 90 FT S 74 DEG E 85 FT S 31 DEG E 97.54 FT S 25 DEG E 166.08 FT S 66 DEG E 113.88 FT N 335.89 FT W 662.46 FT POB OR 1993/2554

PARCEL 6041-003-003

COM NW COR SEC S 00 DEG 11 MIN 17 SEC W 3980.47 FT N 89 DEG 57 MIN 58 SEC E 477.04 FT N 00 DEG 09 MIN 56 SEC W 120.33 FT POB N 81 DEG 45 MIN 01 SEC E 12.49 FT N 08 DEG 14 MIN 59 SEC W 64.08 FT N 81 DEG 45 MIN 01 SEC E 29.92 FT N 08 DEG 14 MIN 59 SEC W 58.62 FT N 65 DEG 15 MIN 42 SEC W 27.26 FT S 00 DEG 09 MIN 56 SEC E 138.93 FT POB AKA PARCEL 2 OR 4368/2150

Sheet No.

BL-10

EXHIBIT "B" - LEGAL DESCRIPTIONS

FOR CHILD TRAFFIC STOP IMPROVEMENT PROJECT LEGAL DESCRIPTION OF PROPERTY AND PARCEL BOUNDARY MAP

Prepared By



EDC
3000 N. W. 10TH AVE., SUITE 100, FORT LAUDERDALE, FLORIDA 33311-4400
TEL: 954.575.1000 FAX: 954.575.1001
WWW.EDCFLA.COM

EXHIBIT "C"

TRANSPORTATION PROJECTS LOCATION MAP

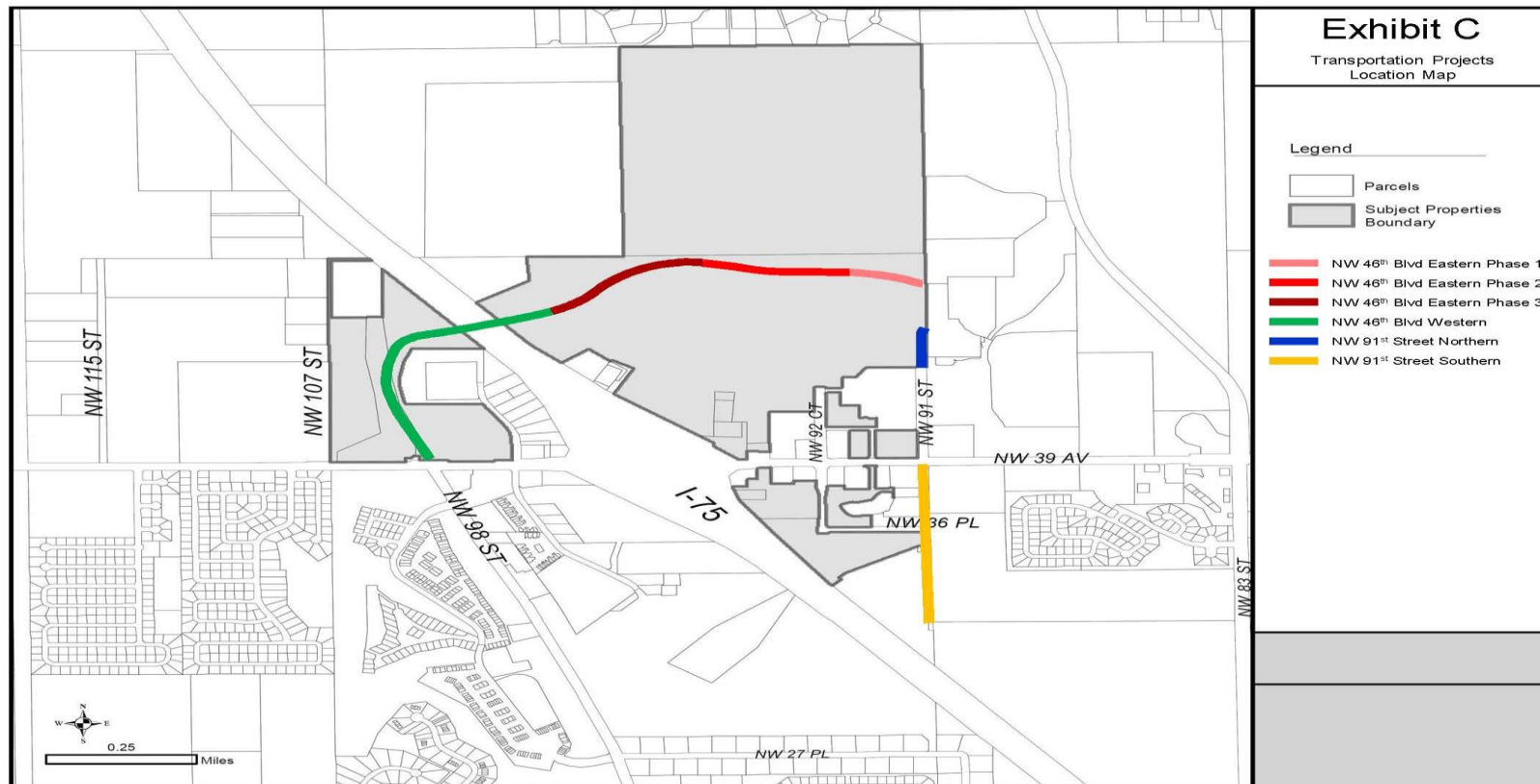


EXHIBIT “D”

TYPE A: INSURANCE PROVISIONS “ARTISAN CONTRACTORS / SERVICE CONTACTS”

The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER’S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

BUILDER’S RISK / INSTALLATION FLOATERS (when applicable)

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverages

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor’s insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor’s insurance and shall be non-contributory.

II All Coverages

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a “claims made” or “per occurrence” form. If any cover is

provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

SUBCONTRACTORS

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER: **Alachua County Board of County Commissioners**

MAIL, EMAIL or FAX CERTIFICATES

EXHIBIT "E"

LEGAL DESCRIPTION OF PREIT INCREMENT AREA AND PARCEL BOUNDARY MAP

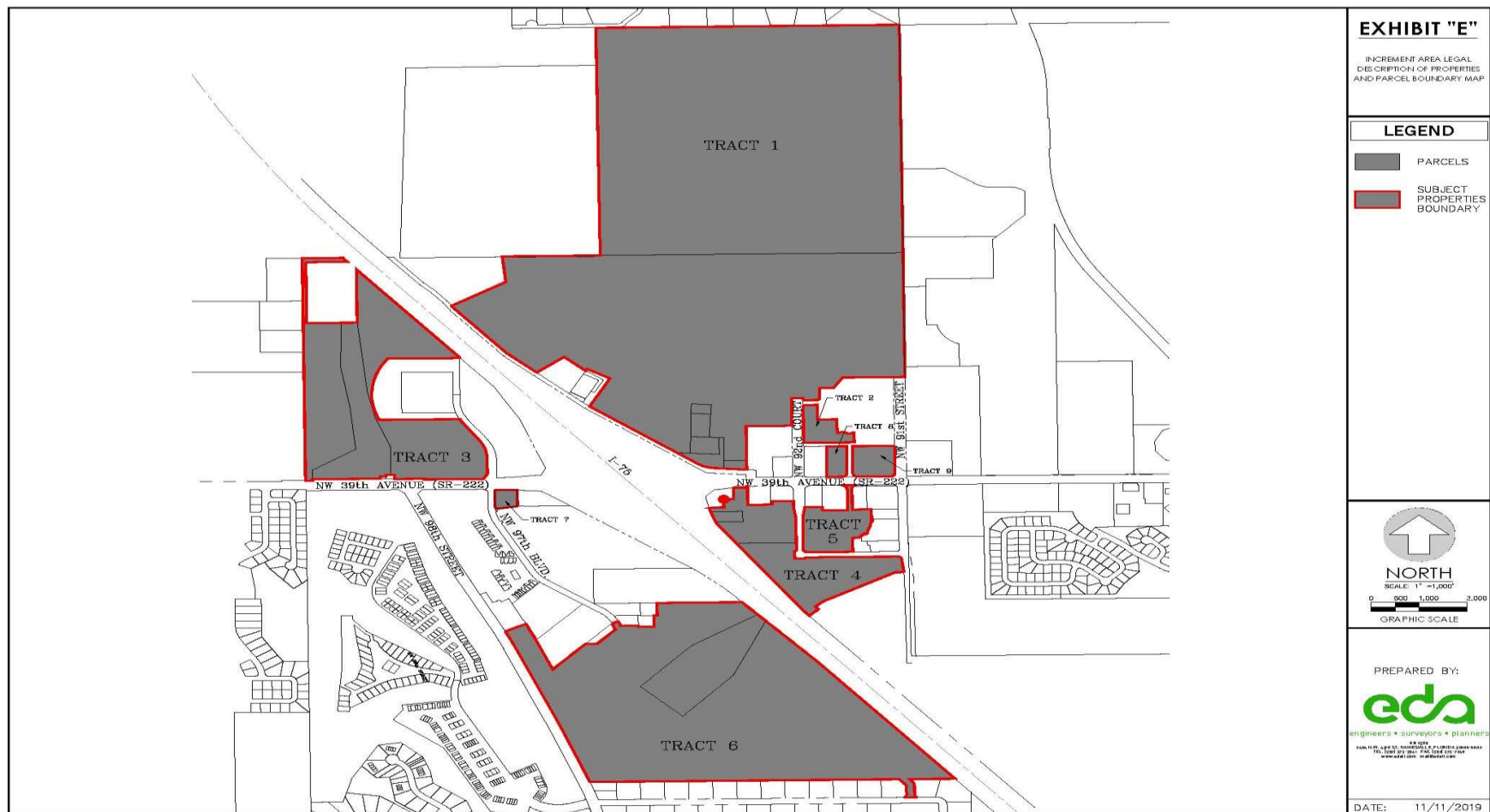


EXHIBIT "E" - LEGAL DESCRIPTIONS:

TRACT 1

TOGETHER WITH A TRACT OF LAND LYING IN SECTION 19, TOWNSHIP 9 SOUTH, RANGE 19 EAST, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 19 FOR A POINT OF REFERENCE; THENCE RUN NORTH 00°41'04" WEST, ALONG THE EAST LINE OF SAID SECTION 19, A DISTANCE OF 1205.00 FEET TO THE POINT OF BEGINNING; SAID POINT BEING THE NORTHEAST CORNER OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2321, PAGE 2858 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AS NORTHWEST 91ST STREET EXTENSION PARCEL; THENCE RUN SOUTH 89°19'30" WEST, ALONG THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2321, PAGE 2858, A DISTANCE OF 100.00 FEET TO THE NORTHWEST CORNER THEREOF AND THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2242, PAGE 1746 OF SAID PUBLIC RECORDS; THENCE RUN ALONG THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2242, PAGE 1746 THE FOLLOWING COURSES: SOUTH 89°19'30" WEST, 442.56 FEET; THENCE RUN SOUTH 34°07'34" WEST, 146.14 FEET; THENCE RUN SOUTH 89°19'30" WEST, 120.96 FEET; THENCE RUN SOUTH 00°40'30" EAST, 120.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 31.42 FEET, A CHORD LENGTH OF 28.28 FEET AND A CHORD BEARING OF SOUTH 44°19'30" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 89°19'30" WEST, 110.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 23.56 FEET, A CHORD LENGTH OF 21.21 FEET AND A CHORD BEARING OF NORTH 45°40'30" WEST TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF NORTHWEST 92ND COURT, ACCORDING TO OFFICIAL RECORDS BOOK 2321, PAGE 2858 OF SAID PUBLIC RECORDS AND THE POINT OF TANGENCY; THENCE RUN NORTH 00°40'30" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE OF SAID NORTHWEST 92ND COURT, 10.00 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST 92ND COURT; THENCE RUN SOUTH 89°19'30" WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID NORTHWEST 92ND COURT, 100.00 FEET TO THE NORTHWEST CORNER THEREOF; THENCE RUN SOUTH 00°40'30" EAST, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID NORTHWEST 92ND COURT, 320.00 FEET TO A POINT ON THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1779, PAGE 2846 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 89°19'30" WEST, ALONG SAID NORTH LINE, 399.83 FEET TO THE NORTHWEST CORNER OF SAID DESCRIBED LANDS; THENCE RUN SOUTH 00°40'30" EAST, ALONG THE WEST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1779, PAGE 2846, A DISTANCE OF 507.98 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF AN ACCESS ROAD (A.K.A. NORTHWEST 96TH BOULEVARD) ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 26260-2442 AND SECTION 26260-2401; THENCE RUN, ALONG THE NORTHERLY AND EASTERLY RIGHT-OF-WAY LINE OF SAID ACCESS ROAD, THE FOLLOWING COURSES: THENCE RUN NORTH 86°10'28" WEST, 290.67 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 31°33'42", AN ARC LENGTH OF 148.73 FEET, A CHORD LENGTH OF 146.86 FEET AND A CHORD BEARING OF NORTH 70°23'37" WEST TO THE POINT OF TANGENCY; THENCE RUN NORTH 54°36'46" WEST, 1155.53 FEET TO A REBAR AND CAP NUMBER LB-3556 MARKING THE SOUTHERNMOST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2311, PAGE 1855 AND BOUNDARY AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 2624, PAGE 1094 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 28°36'55" EAST, ALONG THE SOUTHEASTERLY LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2311, PAGE 1855 AND OFFICIAL RECORDS BOOK 2624, PAGE 1094, A DISTANCE OF 371.45 FEET TO THE EASTERLY MOST CORNER THEREOF AS MONUMENTED BY A 4" X 4" CONCRETE MONUMENT AND DISC, STAMPED LB #2389; THENCE RUN NORTH 61°23'05" WEST, ALONG THE NORTHEASTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2311, PAGE 1855 AND OFFICIAL RECORDS BOOK 2624, PAGE 1094, A DISTANCE OF 227.06 FEET TO THE NORTHERLY MOST CORNER THEREOF AS MONUMENTED BY A 4" X 4" CONCRETE MONUMENT AND DISC STAMPED LB# 2389; THENCE RUN SOUTH 28°36'55" WEST, ALONG THE NORTHWESTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2311, PAGE 1855 AND OFFICIAL RECORDS BOOK 2624, PAGE 1094, A DISTANCE OF 25.00 FEET TO THE EASTERLY MOST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 585, PAGE 216 AND OFFICIAL RECORDS BOOK 2624, PAGE 1094 OF SAID PUBLIC RECORDS, AS MONUMENTED BY A 4" X 4" CONCRETE MONUMENT AND DISC STAMPED PERRY C. McGRUFF, P.L.S. #509; THENCE RUN NORTH 49°21'06" WEST, ALONG THE NORTHEASTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 585, PAGE 216 AND OFFICIAL RECORDS BOOK 2624, PAGE 1094, A DISTANCE OF 250.12 FEET TO A REBAR AND CAP NUMBER LB-3556 MARKING THE NORTHERLY MOST CORNER THEREOF; THENCE RUN SOUTH 52°32'42" WEST, ALONG THE NORTHWESTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 585, PAGE 216 AND OFFICIAL RECORDS BOOK 2624, PAGE 1094, A DISTANCE OF 299.34 FEET TO THE WESTERLY MOST CORNER THEREOF AS MONUMENTED BY A 4" X 4" CONCRETE MONUMENT AND DISC STAMPED PERRY C. McGRUFF, P.L.S. #509, SAID POINT ALSO LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF THE AFORESAID ACCESS ROAD

Sheet No.

EL-1

EXHIBIT "E" - LEGAL DESCRIPTIONS

INCORPORATING A FULL LEGAL DESCRIPTION OF PROPERTY AND PARCEL BOUNDARY MAP



ENGINEERING • SURVEYING • PLANNING
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(NORTHWEST 96TH BOULEVARD); THENCE RUN NORTH 49°18'23" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 346.98 FEET; THENCE RUN NORTH 41°21'53" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 697.22 FEET; THENCE RUN NORTH 35°39'14" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 12.16 FEET TO THE SOUTHWESTERLY CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 620, PAGE 258 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 59°24'58" EAST, ALONG THE SOUTHERLY LINE OF SAID OFFICIAL RECORDS BOOK 620, PAGE 258, A DISTANCE OF 557.55 FEET TO THE SOUTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 444, PAGE 54 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 05°47'04" WEST, ALONG THE EAST LINE OF SAID OFFICIAL RECORDS BOOK 444, PAGE 54, A DISTANCE OF 300.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE RUN NORTH 89°05'58" EAST, ALONG SAID NORTH LINE, 854.93 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 19; THENCE RUN NORTH 00°40'16" WEST, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, 2659.55 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE RUN NORTH 89°13'25" EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 2619.17 FEET TO THE NORTHEAST CORNER OF SAID SECTION 19; THENCE RUN SOUTH 00°40'58" EAST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 2653.88 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE RUN SOUTH 00°41'04" EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 1448.58 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A TRACT OF LAND LYING IN SECTION 19, TOWNSHIP 9 SOUTH, RANGE 19 EAST BEING DESCRIBED AS FOLLOWS:

TRACT 3

TOGETHER WITH A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 9 SOUTH, RANGE 19 EAST BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 9 SOUTH, RANGE 19 EAST FOR A POINT OF COMMENCEMENT; THENCE RUN NORTH 00°37'51" WEST, ALONG THE WEST LINE OF SAID SECTION 9, A DISTANCE OF 59.05 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 222, ALSO KNOWN AS NORTHWEST 39TH AVENUE AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE, CONTINUE ALONG SAID WEST SECTION LINE, NORTH 00°37'51" WEST, 2573.90 FEET TO A POINT BEING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE RUN NORTH 89°05'58" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 365.77 FEET TO A POINT ON THE WESTERLY LIMITED

EXHIBIT "E" - LEGAL DESCRIPTIONS (CONTINUED):

ACCESS RIGHT-OF-WAY LINE OF STATE ROAD NO. 93, ALSO BEING INTERSTATE ROUTE NO. 75, PER STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION NO. 26260-2401, SAID POINT LYING ON A CURVE CONCAVE EASTERLY, NON-TANGENT TO THE PRIOR COURSE; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, ALONG SAID CURVE HAVING A RADIUS OF 11609.16 FEET, A CENTRAL ANGLE OF 00°02'33", AN ARC LENGTH OF 8.62 FEET, A CHORD LENGTH OF 8.62 FEET, AND A CHORD BEARING OF SOUTH 41°20'36" EAST TO A POINT; THENCE, CONTINUE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 41°21'53" EAST, 30.81 FEET TO A POINT ON THE NORTH LINE OF A FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) WATER STORAGE AREA AS DESCRIBED IN OFFICIAL RECORDS BOOK 2012, PAGE 2149 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN SOUTH 89°05'58" WEST, ALONG SAID NORTH LINE, PARALLEL WITH AND 30.00 FEET SOUTH OF THE AFORESAID NORTH LINE OF SAID SOUTHWEST QUARTER, 361.50 FEET TO A POINT BEING 30.00 FEET EAST OF THE SAID WEST LINE OF SECTION 19 AND THE NORTHWEST CORNER OF THE AFORESAID FDOT WATER STORAGE AREA; THENCE RUN SOUTH 00°37'51" EAST, ALONG THE WEST LINE OF SAID FDOT WATER STORAGE AREA, PARALLEL WITH AND 30.00 FEET EAST OF SAID WEST SECTION LINE, 709.96 FEET TO THE SOUTHWEST CORNER OF SAID FDOT WATER STORAGE AREA; THENCE RUN NORTH 89°05'58" EAST, ALONG THE SOUTH LINE OF SAID FDOT WATER STORAGE AREA, 440.14 FEET TO THE SOUTHEAST CORNER OF SAID WATER STORAGE AREA; THENCE RUN NORTH 00°37'51" WEST, ALONG THE WEST LINE OF SAID FDOT WATER STORAGE AREA, 618.27 FEET TO A POINT ON THE AFORESAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD NO. 93/INTERSTATE ROUTE NO. 75; THENCE RUN ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 41°21'53" EAST, 1360.26 FEET TO A POINT BEING THE MOST NORTHERLY CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 765, PAGE 50 OF THE PUBLIC RECORDS OF ALACHUA COUNTY; THENCE RUN, SOUTH 00°36'46" EAST, ALONG THE WEST LINE OF THAT CERTAIN PERPETUAL EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1680, PAGE 2647 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, 10.61 FEET; THENCE, DEPARTING SAID WEST LINE, RUN SOUTH 89°23'14" WEST, 627.44 FEET TO A POINT ON A CURVE CONCAVE EASTERLY; THENCE RUN SOUTHERLY, ALONG SAID CURVE, HAVING A RADIUS OF 700.00 FEET, A CENTRAL ANGLE OF 58°39'59", AN ARC LENGTH OF 716.75 FEET, A CHORD LENGTH OF 685.84 FEET AND A CHORD BEARING OF SOUTH 07°18'25" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 22°01'35" EAST, 35.05 FEET; THENCE RUN NORTH 89°23'14" EAST, 702.95 FEET TO A POINT ON A CURVE CONCAVE EASTERLY AND NON-TANGENT TO THE PRIOR COURSE, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTHWEST 97TH BOULEVARD AS DESCRIBED IN OFFICIAL RECORDS BOOK 1680, PAGE 2649 OF THE PUBLIC RECORDS OF ALACHUA COUNTY; THENCE, RUN SOUTHERLY ALONG SAID RIGHT-OF-WAY CURVE, HAVING A RADIUS OF 430.00 FEET, A CENTRAL ANGLE OF 06°01'15", AN ARC LENGTH OF 45.19 FEET, A CHORD LENGTH OF 45.16 FEET, AND A CHORD BEARING OF SOUTH 32°35'37" EAST TO THE POINT OF TANGENCY; THENCE, CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 35°36'14" EAST, 251.14 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY; THENCE, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF NORTHWEST 97TH BOULEVARD, RUN SOUTHERLY ALONG SAID CURVE HAVING A RADIUS OF 370.00 FEET, A CENTRAL ANGLE OF 34°56'22", AN ARC LENGTH OF 225.63 FEET, A CHORD LENGTH OF 222.15 FEET, AND A CHORD BEARING OF SOUTH 18°08'03" EAST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 00°39'52" EAST, ALONG SAID RIGHT-OF-WAY LINE, 228.01 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID RIGHT-OF-WAY LINE AND SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 34°02'43", AN ARC LENGTH OF 14.86 FEET, A CHORD LENGTH OF 14.64 FEET, AND A CHORD BEARING OF SOUTH 16°21'29" WEST TO THE NORTH RIGHT-OF-WAY LINE OF THE AFORESAID STATE ROAD NO. 222, AND NORTHWEST 39TH AVENUE; THENCE RUN, ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 89°19'30" WEST, 551.11 FEET TO THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1715, PAGE 1133 OF THE AFORESAID PUBLIC RECORDS; THENCE RUN NORTH 00°40'30" WEST, ALONG THE EAST LINE OF SAID LANDS, 9.00 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE RUN ALONG THE NORTH LINE OF SAID LANDS AND ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 89°19'30" WEST, 253.54 FEET TO THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2140, PAGE 773; THENCE RUN, ALONG SAID EAST LINE, NORTH 00°40'30" WEST, 50.00 FEET TO THE NORTHEAST CORNER OF THE AFORESAID LANDS; THENCE RUN SOUTH 89°19'30" WEST, ALONG THE NORTH LINE OF SAID LANDS, 76.00 FEET TO THE NORTHWEST CORNER; THENCE RUN, ALONG THE WEST LINE OF SAID LANDS, SOUTH 00°40'30" EAST, 20.00 FEET TO THE NORTH LINE OF THAT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 779, PAGE 722 OF SAID OFFICIAL RECORDS; THENCE RUN, ALONG THE NORTH LINE OF SAID PARCEL, SOUTH 89°19'30" WEST, 50.00 FEET; THENCE, ALONG THE WEST LINE OF SAID PARCEL, RUN SOUTH 00°40'30" EAST, 24.55 FEET TO THE AFORESAID NORTH RIGHT-OF-WAY LINE; THENCE RUN, ALONG SAID RIGHT-OF-WAY LINE, SOUTH 89°19'30" WEST, 590.33 FEET; THENCE, CONTINUE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 00°24'28" WEST, 16.40 FEET; THENCE RUN SOUTH 89°19'30" WEST, ALONG SAID RIGHT-OF-WAY LINE, 60.59 FEET; THENCE, ALONG THE WEST LINE OF SAID PARCEL TO THE POINT OF BEGINNING.

Sheet No.

EL-3

EXHIBIT "E" - LEGAL DESCRIPTIONS

INCORPORATING LEGAL DESCRIPTION OF PROPERTIES AND PARCEL BOUNDARY MAP

Project No.



ENGINEERS • SURVEYORS • PLANNERS

12100
JANUARY 1, 2015
JANUARY 1, 2015
JANUARY 1, 2015
JANUARY 1, 2015

EXHIBIT "E" - LEGAL DESCRIPTIONS (CONTINUED):

TRACT 4

TOGETHER WITH A PARCEL OF LAND LYING IN SECTION 30, TOWNSHIP 9 SOUTH, RANGE 19 EAST BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 30 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 89°19'30" WEST, ALONG THE NORTH LINE OF SAID SECTION 30, A DISTANCE OF 990.19 FEET, SAID POINT BEING THE INTERSECTION OF SAID NORTH LINE WITH THE NORTHERLY EXTENSION OF THE WEST RIGHT-OF-WAY LINE OF NORTHWEST 92ND COURT, ACCORDING TO OFFICIAL RECORDS BOOK 2060, PAGE 1382 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN SOUTH 00°40'30" EAST, ALONG SAID RIGHT-OF-WAY EXTENSION AND SAID WEST RIGHT-OF-WAY LINE, 230.00 FEET TO THE POINT OF BEGINNING; THENCE RUN, ALONG SAID WEST RIGHT-OF-WAY LINE, THE FOLLOWING COURSES: SOUTH 00°40'30" EAST, 70.00 FEET; SOUTH 09°59'03" EAST, 123.64 FEET; SOUTH 00°40'30" EAST, 378.13 FEET; SOUTH 44°19'14" WEST, 21.23 FEET; SOUTH 00°41'02" EAST, 79.98 FEET; SOUTH 45°40'58" EAST, 7.07 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF NORTHWEST 36TH PLACE, ACCORDING TO SAID OFFICIAL RECORDS BOOK 2060, PAGE 1382; THENCE RUN, ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING COURSES: NORTH 89°19'30" EAST, 79.98 FEET; NORTH 44°19'14" EAST, 21.23 FEET; NORTH 89°18'58" EAST, 804.33 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID SOUTH RIGHT-OF-WAY CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 81°14'55", AN ARC LENGTH OF 35.45 FEET, A CHORD LENGTH OF 32.55 FEET AND A CHORD BEARING OF SOUTH 50°03'34" EAST TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY, SAID POINT LIES ON THE WEST RIGHT-OF-WAY LINE OF NORTHWEST 91ST STREET; THENCE RUN SOUTHERLY, ALONG SAID WEST RIGHT-OF-WAY LINE AND SAID CURVE, HAVING A RADIUS OF 1612.51 FEET, A CENTRAL ANGLE OF 00°49'17", AN ARC LENGTH OF 23.12 FEET, A CHORD LENGTH OF 23.12 FEET, AND A CHORD BEARING OF SOUTH 09°50'45" EAST TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY; THENCE RUN SOUTHERLY, ALONG SAID WEST RIGHT-OF-WAY CURVE, HAVING A RADIUS OF 1532.51 FEET, A CENTRAL ANGLE OF 05°11'57", AN ARC LENGTH OF 139.06 FEET, A CHORD LENGTH OF 139.02 FEET, AND A CHORD BEARING OF SOUTH 07°39'26" EAST; THENCE, DEPARTING SAID RIGHT-OF-WAY LINE, RUN SOUTH 88°31'16" WEST, 76.40 FEET; THENCE RUN SOUTH 61°39'24" WEST, 710.79 FEET; THENCE RUN SOUTH 48°37'54" WEST, 93.67 FEET; THENCE RUN SOUTH 41°22'06" EAST, 38.40 FEET; THENCE RUN SOUTH 48°37'54" WEST, 18.00 FEET; THENCE RUN SOUTH 41°22'06" EAST, 5.00 FEET; THENCE RUN SOUTH 48°37'54" WEST, 91.83 FEET TO A POINT ON THE EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE 75 (STATE ROAD NO. 93); THENCE RUN ALONG SAID EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE THE FOLLOWING COURSES: NORTH 41°22'04" WEST, 62.47 FEET; NORTH 36°46'18" WEST, 1278.79 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 1372.40 FEET, A CENTRAL ANGLE OF 08°20'39", AN ARC LENGTH OF 199.87 FEET, A CHORD LENGTH OF 199.69 FEET, AND A CHORD BEARING OF NORTH 19°46'29" WEST; THENCE, DEPARTING SAID EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, RUN NORTH 89°19'30" EAST, PARALLEL WITH THE AFORESAID NORTH LINE OF SECTION 30, A DISTANCE OF 130.37 FEET; THENCE RUN NORTH 00°40'30" WEST, 94.37 FEET TO THE SOUTH LINE OF THOSE CERTAIN LANDS DESCRIBED AS PARCEL 1, ACCORDING TO OFFICIAL RECORDS BOOK 1644, PAGE 2580 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 89°19'30" EAST, ALONG SAID SOUTH LINE, 87.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 1; THENCE RUN NORTH 00°40'30" WEST, ALONG THE EAST LINE OF SAID PARCEL 1, A DISTANCE OF 133.27 FEET TO SAID EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE 75 AND THE SOUTH LINE OF THOSE CERTAIN LANDS DESCRIBED AS PARCEL 105, ACCORDING TO OFFICIAL RECORDS BOOK 1909, PAGE 2500 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 81°32'30" EAST, ALONG SAID EASTERLY LIMITED ACCESS RIGHT OF WAY LINE AND SAID SOUTH LINE, 12.64 FEET; THENCE RUN NORTH 89°19'30" EAST, ALONG SAID EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE AND SAID SOUTH LINE, 98.14 FEET; THENCE RUN NORTH 00°40'30" WEST, 15.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 222 (NORTHWEST 39TH AVENUE); THENCE RUN NORTH 89°19'30" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 10.71 FEET TO THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2220, PAGE 4 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 00°40'30" EAST, ALONG THE WEST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2220, PAGE 4, A DISTANCE OF 217.25 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE RUN NORTH 89°19'30" EAST, ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2220, PAGE 4, A DISTANCE OF 200.00 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE RUN NORTH 00°40'30" WEST, ALONG THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2220, PAGE 4, A DISTANCE OF 37.25 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2167, PAGE 1015 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 89°19'30" EAST, ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2167, PAGE 1015, A DISTANCE OF 198.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE PROPERTY CONVEYED FROM PR GAINESVILLE LIMITED PARTNERSHIP TO DEB-LYN, INC., BY QUIT CLAIM DEED RECORDED ON DECEMBER 27, 2016 IN BOOK 4483 PAGE 2431, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Sheet No. EL-4	EXHIBIT "E" - LEGAL DESCRIPTIONS INCORPORATING A FULL LEGAL DESCRIPTION OF PROPERTY AND PARCEL BOUNDARY MAP	eda ENGINEERING • SURVEYING • PLANNING 15100 JANUARY, 2017 • GAINESVILLE, FLORIDA 32608 TEL: 352.336.2200 FAX: 352.336.2201 WWW.EDA-FL.COM
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EXHIBIT "E" - LEGAL DESCRIPTIONS (CONTINUED):
TRACT 6

TOGETHER WITH A PARCEL OF LAND LYING IN SECTIONS 29 AND 30 OF TOWNSHIP 9 SOUTH, RANGE 19 EAST DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 3, HAUFLER BROTHER'S ESTATE, UNIT NO. 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "G", PAGE 69, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AS THE POINT OF BEGINNING; THENCE RUN SOUTH 89°20'13" WEST ALONG THE NORTH LINE OF SAID PLAT 2698.40 FEET TO THE NORTHWEST CORNER OF SAID PLAT AND THE EASTERLY RIGHT-OF-WAY LINE OF NORTHWEST 98TH STREET ACCORDING TO OFFICIAL RECORDS BOOK 303, PAGE 22 AND OFFICIAL RECORDS BOOK 308, PAGE 328 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 21°38'55" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE 642.71 FEET TO A POINT OF CURVATURE OF A RIGHT-OF-WAY CURVE CONCAVE WESTERLY; THENCE, CONTINUE ALONG SAID RIGHT-OF-WAY, RUN NORTHERLY ALONG SAID CURVE HAVING A RADIUS OF 5520.14 FEET, A CENTRAL ANGLE OF 01°31'54", AN ARC LENGTH OF 147.57 FEET, A CHORD LENGTH OF 147.56 FEET, AND A CHORD BEARING OF NORTH 22°24'52" WEST; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE, RUN NORTH 23°10'49" WEST, 935.83 FEET TO A POINT OF CURVATURE OF A RIGHT-OF-WAY CURVE CONCAVE WESTERLY; THENCE, CONTINUE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY CURVE, HAVING A RADIUS OF 2994.21 FEET, A CENTRAL ANGLE OF 03°20'56", AN ARC LENGTH OF 175.01 FEET, A CHORD LENGTH OF 174.98 FEET AND A CHORD BEARING OF NORTH 24°51'17" WEST TO THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2004, PAGE 2098; THENCE, DEPARTING THE AFORESAID RIGHT-OF-WAY, RUN NORTH 63°45'28" EAST, ALONG THE SAID SOUTH LINE, 200.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY; THENCE RUN SOUTHERLY ALONG SAID CURVE HAVING A RADIUS OF 3194.21 FEET, A CENTRAL ANGLE OF 03°19'52", AN ARC LENGTH OF 185.71 FEET, A CHORD LENGTH OF 185.68 FEET, AND A CHORD BEARING OF SOUTH 24°50'44" EAST; THENCE RUN SOUTH 23°10'49" EAST, 24.20 FEET TO THE NORTHWESTERLY CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2033, PAGE 2200 OF THE ABOVE REFERENCED PUBLIC RECORDS; THENCE RUN SOUTH 23°10'49" EAST, ALONG THE WESTERLY LINE OF OFFICIAL RECORDS BOOK 2033, PAGE 2200 A DISTANCE OF 368.42 FEET TO THE SOUTHWEST CORNER OF SAID LANDS ACCORDING TO OFFICIAL RECORDS BOOK 2033, PAGE 2200; THENCE RUN NORTH 44°10'13" EAST ALONG THE SOUTH LINE OF SAID LANDS, 408.17 FEET TO THE NORTHWESTERLY CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2341, PAGE 2470 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 88°09'02" EAST ALONG THE SOUTHWESTERLY LINE OF SAID DESCRIBED LANDS, 100.92 FEET TO THE SOUTHWESTERLY CORNER THEREOF; THENCE RUN NORTH 44°09'02" EAST, ALONG THE SOUTHEASTERLY LINE OF SAID LANDS, 231.46 FEET TO A POINT BEING THE SOUTHEASTERLY CORNER OF THE REFERENCED LANDS, SAID POINT LYING ON A NON-TANGENT CURVE, CONCAVE WESTERLY; THENCE RUN NORTHWESTERLY ALONG SAID CURVE ALSO BEING THE NORTHEASTERLY LINE OF THE PREVIOUSLY REFERENCED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2341, PAGE 2470, HAVING A RADIUS OF 370.00 FEET, A CENTRAL ANGLE OF 11°42'22", AN ARC LENGTH OF 75.59 FEET, A CHORD LENGTH OF 75.46 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2238, PAGE 1248 OF THE SAID PUBLIC RECORDS; THENCE RUN NORTH 62°33'37" EAST, ALONG THE SOUTH LINE OF SAID LANDS, 60.00 FEET TO THE SOUTHEAST CORNER OF SAID LANDS AND TO A NON-TANGENT CURVE CONCAVE WESTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 430.00 FEET, A CENTRAL ANGLE OF 07°47'54", AN ARC LENGTH OF 58.53 FEET, A CHORD LENGTH OF 58.48 FEET, AND A CHORD BEARING OF SOUTH 23°32'26" EAST; THENCE, DEPARTING SAID CURVE, RUN NORTH 89°19'30" EAST, NON-TANGENT TO THE AFORESAID CURVE, 150.32 FEET TO THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2571, PAGE 1111; THENCE RUN SOUTH 00°40'30" EAST, ALONG SAID WEST LINE, 13.33 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE RUN NORTH 89°19'30" EAST, ALONG THE SOUTH LINE OF SAID LANDS, 136.50 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE RUN NORTH 00°40'30" WEST, ALONG THE EAST LINE OF SAID LANDS, 20.27 FEET; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°19'30" EAST, 1.10 FEET; THENCE RUN NORTH 00°40'30" WEST 108.23 FEET TO THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2301, PAGE 737; THENCE RUN NORTH 89°19'30" EAST, ALONG THE SOUTH LINE OF SAID LANDS, 28.68 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE RUN NORTH 00°40'30" WEST, ALONG THE EAST LINE OF SAID LANDS, 147.50 FEET TO THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1285, PAGE 763 AND OFFICIAL RECORDS BOOK 1285, PAGE 766; THENCE RUN NORTH 89°19'30" EAST, ALONG SAID SOUTH LINE, 741.57 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 75 (STATE ROAD NO. 93), CURRENTLY HAVING A RIGHT-OF-WAY WIDTH OF 300 FEET; THENCE RUN SOUTH 43°32'48" EAST, ALONG SAID RIGHT-OF-WAY, 957.07 FEET; THENCE, CONTINUE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 41°22'04" EAST, 1815.78 FEET TO THE INTERSECTION WITH THE PREVIOUSLY MENTIONED NORTH LINE OF HAUFLER BROTHER'S ESTATES UNIT NO. 1; THENCE RUN SOUTH 89°20'13" WEST ALONG SAID NORTH LINE 395.68 FEET TO THE NORTHWEST CORNER OF LOT 2 OF SAID HAUFLER BROTHER'S ESTATES UNIT NO. 1; THENCE RUN ALONG THE WEST LINE OF SAID LOT 2 THE FOLLOWING COURSES: SOUTH 41°31'10" EAST, 25.22 FEET TO A CURVE CONCAVE WESTERLY; THENCE RUN SOUTHERLY ALONG SAID CURVE

Sheet No.

EL-6

EXHIBIT "E" - LEGAL DESCRIPTIONS

INCORPORATING A LEGAL DESCRIPTION OF PROPERTY AND PARCEL BOUNDARY MAP



ENGINEERING • SURVEYING • DESIGN
1515 W. 10TH AVE., SUITE 100, GAINESVILLE, FLORIDA 32609
TEL: 352.339.7200 FAX: 352.339.7201
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EXHIBIT "E" - LEGAL DESCRIPTIONS (CONTINUED):

HAVING A RADIUS OF 95.00 FEET, A CENTRAL ANGLE OF 40°14'02", AN ARC LENGTH OF 66.71 FEET, A CHORD LENGTH OF 65.35 FEET AND A CHORD BEARING OF SOUTH 21°12'35" EAST; THENCE RUN SOUTH 01°08'40" EAST, 104.99 FEET TO A CURVE CONCAVE NORTHEASTERLY; THENCE RUN SOUTHERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°31'08", AN ARC LENGTH OF 39.06 FEET, AND A CHORD LENGTH OF 35.21 FEET AND A CHORD BEARING OF SOUTH 45°54'13" EAST TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE RUN SOUTH 89°20'13" WEST, 120.00 FEET TO THE SOUTHEAST CORNER OF THE ABOVE MENTIONED LOT 3, SAID CORNER LYING ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY; THENCE RUN ALONG THE EAST LINE OF SAID LOT 3 THE FOLLOWING COURSES: RUN NORTHERLY ALONG SAID CURVE BEING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°28'52", AN ARC LENGTH OF 39.48 FEET, A CHORD LENGTH OF 35.50 FEET AND A CHORD BEARING OF NORTH 44°05'47" EAST; THENCE RUN NORTH 01°08'40" WEST, 104.05 FEET TO A CURVE CONCAVE WESTERLY; THENCE RUN NORTHERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 40°14'02", AN ARC LENGTH OF 17.56 FEET, A CHORD LENGTH OF 17.20 FEET AND A CHORD BEARING OF NORTH 21°12'35" WEST; THENCE RUN NORTH 41°31'10" WEST, 85.53 FEET TO THE NORTHEAST CORNER OF SAID LOT 3 AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LANDS.

TRACT 7

TOGETHER WITH A PARCEL OF LAND LYING IN SECTION 30, TOWNSHIP 9 SOUTH, RANGE 19 EAST BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTERLINE INTERSECTION OF STATE ROAD NO. 222 (NORTHWEST 39TH AVENUE) AND STATE ROAD NO. 93 (INTERSTATE ROUTE 75) FOR A POINT OF REFERENCE; THENCE RUN SOUTH 89°19'30" WEST ALONG SAID CENTERLINE OF STATE ROAD NO. 222, ALSO BEING THE NORTH LINE OF SAID SECTION 30, A DISTANCE OF 986.84 FEET; THENCE, DEPARTING SAID CENTERLINE, RUN SOUTH 00°40'30" EAST, 72.61 FEET TO THE POINT OF BEGINNING, SAID POINT LIES ON THE SOUTH RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 222; THENCE RUN SOUTH 00°40'32" EAST, 189.23 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY, SAID POINT LIES ON THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1885, PAGE 2882 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN WESTERLY ALONG SAID NORTH LINE AND SAID CURVE HAVING A RADIUS OF 775.00 FEET, A CENTRAL ANGLE OF 04°50'33", AN ARC LENGTH OF 65.50 FEET, A CHORD LENGTH OF 65.48 FEET, AND A CHORD BEARING OF SOUTH 82°56'23" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 80°31'06" WEST, ALONG SAID NORTH LINE, 102.65 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY ALONG SAID NORTH LINE AND SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 98°05'54", AN ARC LENGTH OF 42.80 FEET, A CHORD LENGTH OF 37.76 FEET, AND A CHORD BEARING OF NORTH 50°25'57" WEST TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY, SAID POINT LIES ON THE EAST RIGHT-OF-WAY LINE OF NORTHWEST 97TH BOULEVARD ACCORDING TO OFFICIAL RECORDS BOOK 1680, PAGE 2649 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN NORTHERLY ALONG SAID RIGHT-OF-WAY LINE AND SAID CURVE, HAVING A RADIUS OF 380.00 FEET, A CENTRAL ANGLE OF 00°42'30", AN ARC LENGTH OF 4.70 FEET, A CHORD LENGTH OF 4.70 FEET, AND A CHORD BEARING OF NORTH 01°01'45" WEST TO THE POINT OF TANGENCY; THENCE RUN NORTH 00°40'30" WEST, ALONG SAID RIGHT-OF-WAY LINE, 180.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE RUN NORTHERLY ALONG SAID RIGHT-OF-WAY LINE AND SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 11°31'31", AN ARC LENGTH OF 5.03 FEET, A CHORD LENGTH OF 5.02 FEET, AND A CHORD BEARING OF NORTH 05°05'15" EAST TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 222; THENCE RUN NORTH 89°19'30" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 155.75 FEET; THENCE RUN SOUTH 86°51'40" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 39.20 FEET TO THE POINT OF BEGINNING.

TRACT 8

TOGETHER WITH A TRACT OF LAND LYING IN SECTION 19, TOWNSHIP 9 SOUTH, RANGE 19 EAST, BEING DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 19 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 89°19'30" WEST, ALONG THE SOUTH LINE OF SAID SECTION 19, A DISTANCE OF 694.37 FEET; THENCE, DEPARTING SAID SOUTH LINE, RUN NORTH 00°40'30" WEST, 50.00 FEET TO THE SOUTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2330, PAGE 1691 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 222 (NORTHWEST 39TH AVENUE) AND THE POINT OF BEGINNING; THENCE RUN NORTH 00°40'30" WEST, ALONG THE EAST LINE OF SAID LAND RECORDED IN OFFICIAL RECORDS BOOK 2330, PAGE 1691, A DISTANCE OF 355.00 FEET TO THE NORTHEAST CORNER THEREOF, SAID POINT ALSO LIES ON THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2242, PAGE 1746 OF SAID PUBLIC RECORDS;

Sheet No. EL-7	EXHIBIT "E" - LEGAL DESCRIPTIONS INCORPORATING A FULL LEGAL DESCRIPTION OF PROPERTY AND PARCEL BOUNDARY MAP	eda ENGINEERS • SURVEYORS • PLANNERS 15150 JANUARY, 2015 JANUARY, 2015 JANUARY, 2015 JANUARY, 2015
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EXHIBIT "E" - LEGAL DESCRIPTIONS (CONTINUED):

THENCE RUN, ALONG SAID SOUTHERLY LINE, NORTH 89°19'30" EAST, 175.37 FEET; THENCE RUN SOUTH 00°40'30" EAST, 315.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 62.83 FEET, A CHORD LENGTH OF 56.57 FEET AND A CHORD BEARING OF SOUTH 44°19'30" WEST TO A POINT ON THE SAID NORTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 222 (NORTHWEST 39TH AVENUE) AND THE POINT OF TANGENCY; THENCE RUN SOUTH 89°19'30" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 135.37 FEET TO THE POINT OF BEGINNING.

TRACT 9

A TRACT OF LAND LYING IN SECTION 19, TOWNSHIP 9 SOUTH, RANGE 19 EAST, DESCRIBED AS FOLLOWS (surveyor's reference NE.2):

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 19 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 89°19'30" WEST, ALONG THE SOUTH LINE OF SAID SECTION 19, A DISTANCE OF 125.01 FEET; THENCE, DEPARTING SAID SOUTH LINE, RUN NORTH 00°40'30" WEST, 50.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 222 (NORTHWEST 39TH AVENUE) AND THE POINT OF BEGINNING; THENCE RUN SOUTH 89°19'30" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 303.99 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND THE SOUTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2242, PAGE 1746 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN ALONG SAID EASTERLY LINE THE FOLLOWING COURSES: THENCE RUN NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 62.83 FEET, A CHORD LENGTH OF 56.57 FEET AND A CHORD BEARING OF NORTH 45°40'30" WEST TO THE POINT OF TANGENCY; THENCE RUN NORTH 00°40'30" WEST, 315.00 FEET; THENCE RUN NORTH 89°19'30" EAST, ALONG THE SOUTHERLY LINE OF THE AFORESAID LANDS, 353.94 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 89°59'26", AN ARC LENGTH OF 23.56 FEET, A CHORD LENGTH OF 21.21 FEET, AND A CHORD BEARING OF SOUTH 45°40'47" EAST TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF NORTHWEST 91ST STREET, ACCORDING TO OFFICIAL RECORDS BOOK 2321, PAGE 2858 OF SAID PUBLIC RECORDS AND THE POINT OF TANGENCY; THENCE RUN SOUTH 00°41'04" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, 315.00 FEET TO THE NORTHERNMOST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2321, PAGE 2862 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 44°19'13" WEST, ALONG THE WESTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2321, PAGE 2862, A DISTANCE OF 35.35 FEET TO THE POINT OF BEGINNING.

Sheet No.

EL-8

EXHIBIT "E" - LEGAL DESCRIPTIONS

INCORPORATING LEGAL DESCRIPTION OF PROPERTY AND PARCEL BOUNDARY MAP

Prepared By



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