

## EXHIBIT 2

### **COMMERCIAL REAL ESTATE PURCHASE AND SALE AGREEMENT FOR CAMP MCCONNELL PROPERTY**

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (“Agreement”) is made and entered into as of the Effective Date by and between ALACHUA COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose mailing address is 12 SE 1<sup>st</sup> Street, 2<sup>nd</sup> Floor, Gainesville, FL, 32601 (“County”), and Friendship Circle of North Broward and South Palm Beach, Inc., a Florida Not for Profit Corporation and Federal income tax exempt organization pursuant to §501(c)(3) of the Internal Revenue Code, whose principal place of business is 7170 Loxahatchee, Road, Parkland, Florida 33067 (“Buyer”). Hereinafter, the County and the Buyer shall be referred to collectively as the “Parties” and individually, as appropriate, as a “Party.”

#### WITNESSETH:

**WHEREAS**, the County is the record owner of the property described below in Paragraph 1 (the “Property”); and

**WHEREAS**, on February 22, 2019, the County issued ITA 19-913: Notice of Intent to Accept Applications for Conveyance, Lease, Partnership or Management of Camp McConnell pursuant to §125.38, Florida Statutes; and

**WHEREAS**, two applicants submitted applications, including the Buyer, and the other applicant subsequently withdrew its application; and

**WHEREAS**, the Buyer is a Florida not-for-profit corporation that was organized for the purpose of promoting community interests and welfare; and

**WHEREAS**, the Buyer desires the Property for the purpose of operating a nature camp for children; and

**WHEREAS**, the Buyer wishes to purchase the Property from the County, and the County wishes to sell the Property to the Buyer, in its AS-IS condition and WITH ALL FAULTS; and

**WHEREAS**, the Buyer agrees to use the Property as a campground for children, to provide a 20% discount for all residents of Alachua County, and Buyer also agrees to the County retaining

a conservation easement over the Property as is more particularly described in the deed of conveyance attached hereto as **Exhibit 2**; and

**WHEREAS**, at a public meeting, the Board of County Commissioners of Alachua County (“Board”) found that Buyer’s proposed use of the Property, in conjunction with the agreed upon conservation easement, is in the public and community interest and welfare; and

**WHEREAS**, at the public meeting, the Board also found and declared that the Property is not needed for County purposes and, by Resolution, has authorized the sale of the Property to the Buyer in accordance with §125.38, Florida Statutes.

**NOW THEREFORE**, in consideration of the covenants and promises contained herein, the Parties agree as follows:

1. **RECITALS.** The recitals set forth above are true and correct, and are hereby incorporated by reference and made part of this Agreement as if fully set forth herein.

2. **SALE OF PROPERTY.** The County agrees to sell, and the Buyer agrees to purchase, that certain parcel of real property located in Alachua County, Florida, consisting of approximately 212 acres, more or less, and being more particularly described in **Exhibit 1**, attached hereto and expressly made a part of this Agreement; the buildings and improvements located thereon; all fixtures and articles of personal property attached to or appurtenant to or used in connection with the premises (except as more particularly set forth in the paragraph labeled “Fixtures” below); and all easements, rights-of-way, privileges, benefits, contract rights, development rights, appurtenances, hereditaments, riparian and littoral rights, permits, and licenses or approvals associated with said real property; subject to the County’s reservation of the conservation easement set forth in the deed of conveyance attached hereto as **Exhibit 2** (collectively, the “Property”).

3. **PURCHASE PRICE.** The Buyer shall pay to the County the sum of \$1,025,000.00 (the “Purchase Price”), which shall be paid by the Buyer at closing in cash or certified funds.  
**THIS SALE IS A CASH TRANSACTION WITH NO CONTINGENCIES ON FINANCING.**

4. **EFFECTIVE DATE.** The Effective Date of this Agreement is the date when the last of the Parties executes this Agreement.

5. **FIXTURES.** The County shall not remove any fixtures from the Property.

6. **IMPROVEMENTS.** As indicated below, the following improvements either will be included in the sale of the Property or will be removed from the Property prior to closing:

a. To be included: The improvements, the building and all contents.

b. To be removed: None.

7. **TITLE COMMITMENT AND TITLE INSURANCE.** Subject to the disclaimer set forth in Paragraph 12, the County has provided the Buyer with a Survey of the Property, a copy of the Survey is attached hereto as **Exhibit 3**, and the Title Insurance Policy issued to Alachua County dated July 24, 2017 (the "Policy"), a copy of the Policy is attached hereto as **Exhibit 4**. Buyer has had the opportunity to review the Survey and Policy, and agrees that all of the title exceptions within the Policy and all matters shown on the Survey are acceptable and are hereby deemed to be "Permitted Exceptions." The County shall have no obligation to provide, or pay for, Title Insurance for the Buyer. The Buyer may obtain its own title commitment and/or Title Insurance at the Buyer's sole expense prior to the Closing Date. In the event that Buyer's title commitment discloses any new title exceptions that were not previously disclosed in the Policy, and said new title exceptions renders title unmarketable, then such new title exceptions shall constitute a "Title Defect." The Buyer must give the County written notice of such Title Defects within thirty (30) days following the Effective Date of this Agreement, or Buyer will be deemed to have waived such Title Defects. The County shall have no duty or obligation to cure any Title Defects. Upon receipt of the Buyer's Notice of Title Defects, the County may elect to either terminate this Agreement or to attempt to cure the Title Defect(s). In the event the County elects to attempt to cure the Title Defect(s), the County shall have one hundred twenty (120) days to attempt to cure the Title Defects that render title unmarketable (the "Cure Period"). The County shall use reasonable diligence to attempt to cure said defects but in no event shall the County be required to spend more than a total of \$5,000 in its attempt to cure said Title Defects. The County's reasonable diligence to attempt to cure title defects will not include the bringing of any actions at law or in equity. If the County elects to not attempt to cure said defects or does not cure the Title Defects that render title unmarketable within the Cure Period, then, as its sole and exclusive remedy, the Buyer may elect to: (i) terminate this Agreement by delivering notice of such intent to the County within five (5) days after the expiration of the Cure Period, in which event neither Party shall have any further rights or obligations hereunder and Buyer shall not be entitled to any damages, or (ii) proceed to Closing with no adjustment in the Purchase Price and the uncured Title Defects shall be deemed Permitted Exceptions. If Buyer does not terminate this Agreement as set forth in the preceding sentence, Buyer shall be deemed to have elected to accept title to the Property pursuant to subparagraph 7(ii), above.

8. **SURVEY.** The Buyer may perform its own survey of the Property at the Buyer's sole expense prior to the Closing Date. If the survey shows any encroachments on the Property that were not previously disclosed by the Survey furnished by the County, and said encroachment renders title unmarketable, then such encroachment so shown shall constitute a "Title Defect." The Buyer must give the County written notice of such Title Defects within thirty (30) days following the Effective Date of this Agreement, or Buyer will be deemed to have waived such Title Defects. The County shall have no duty or obligation to cure any Title Defects. Upon receipt of the Buyer's Notice of Title Defects, the County may elect to either terminate this Agreement or to attempt to cure the Title Defect(s). In the event the County elects to attempt to cure the Title Defect(s), the County shall have one hundred twenty (120) days to attempt to cure the Title Defects that render title unmarketable (the "Cure Period"). The County shall use reasonable diligence to attempt to cure said defects but in no event shall the County be required to spend more than a total of \$5,000 in its attempt to cure said defects. The County's reasonable diligence in curing title defects will not include the bringing of any actions at law or in equity. If the County elects to not attempt to cure said defects or if the County does not cure the Title Defects that render title unmarketable within the Cure Period, then, as its sole and exclusive remedy, the Buyer may elect to: (i) terminate this Agreement by delivering notice of such intent to the County within five (5) days after the expiration of the Cure Period, in which event neither Party shall have any further rights or obligations hereunder and Buyer shall not be entitled to any damages, or (ii) proceed to Closing with no adjustment in the Purchase Price or other amounts payable by Buyer to the County for the Property, and the uncured Title Defects shall be deemed Permitted Exceptions. If Buyer does not terminate this Agreement as set forth in the preceding sentence, Buyer shall be deemed to have elected to accept title to the Property pursuant to subparagraph 8(ii), above.
9. **TITLE DEFECTS.** The Buyer agrees to accept title to the Property subject to the exceptions set forth in **Exhibits 3 and 4** ("Permitted Exceptions"), and none of the said Permitted Exceptions shall be considered a Title Defect.
10. **CLOSING DATE.** This Agreement shall be closed on or before 45 days from expiration of Due Diligence. Law Offices of Bared & Associates PA shall be Title and Closing Agent ("Closing Agent"). The Public Works Director or County Surveyor may agree in writing with the Buyer to change the Closing Date. The closing may be conducted electronically as required by the Parties.

**11. GENERAL CONDITIONS TO OBLIGATIONS OF THE PARTIES.** The obligations of each Party, at the option of the other Party, are contingent upon these conditions:

- a. All terms, covenants, agreements and provisions of this Agreement to be complied with and performed by each party on or before the Closing Date shall have been duly complied with or performed; and
- b. **TIME IS OF THE ESSENCE.** Time shall be of the essence with respect to this Agreement.

**12. WARRANTY DISCLAIMER; FORM OF DEED.**

a. **THIS AGREEMENT IS WITHOUT WARRANTIES. THE COUNTY MAKES NO REPRESENTATION OR WARRANTY AS TO THE TRUTH, ACCURACY OR COMPLETENESS OF ANY MATERIALS, DATA OR INFORMATION FURNISHED BY THE COUNTY IN CONNECTION WITH THE SALE OF THE PROPERTY OR THIS AGREEMENT. ANY MATERIALS, DATA AND INFORMATION FURNISHED BY THE COUNTY IN CONNECTION WITH THE SALE OF THE PROPERTY OR THIS AGREEMENT ARE PROVIDED TO BUYER AS A CONVENIENCE ONLY AND ANY RELIANCE ON OR USE OF SUCH MATERIALS, DATA OR INFORMATION BY BUYER IS AT THE SOLE RISK OF BUYER. BUYER IS ACQUIRING THE PROPERTY "AS IS," "WHERE IS" AND "WITH ALL FAULTS," AND THE COUNTY HAS NOT MADE AND DOES NOT AND WILL NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WITH RESPECT TO THE QUALITY, PHYSICAL CONDITION, EXPENSES, LEGAL STATUS, ZONING, VALUE, UTILITY OR POTENTIAL OF THE PROPERTY, OR ANY OTHER MATTER OR THING AFFECTING OR RELATING TO THE PROPERTY OR THIS AGREEMENT (INCLUDING WARRANTIES OF MERCHANTABILITY, HABITABILITY, SUITABILITY AND OR FITNESS FOR A PARTICULAR PURPOSE) WHICH MIGHT BE PERTINENT IN CONSIDERING WHETHER TO PURCHASE THE PROPERTY OR TO MAKE AND ENTER INTO THIS AGREEMENT, AND THE COUNTY HAS NOT MADE, AND BUYER HAS**

**NOT RELIED UPON, ANY SUCH REPRESENTATIONS. THE COUNTY IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, GUARANTIES, OR ANY PROMISES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR THE VALUE THEREOF MADE OR FURNISHED BY ANY BROKER OR ANY REAL ESTATE AGENT, BROKER, EMPLOYEE, SERVANT OR OTHER PERSON REPRESENTING OR PURPORTING TO REPRESENT THE COUNTY.**

- b. The deed given by the County shall be in the specific form as provided in **Exhibit 2**.
- 2. No material terms shall be altered.

### **13. BUYER'S INSPECTIONS; OTHER TERMS.**

a. Buyer shall have 30 days Due Diligence period, from the effective date of this Agreement, in which to perform a Phase One Environmental Report at its own expense. During Due Diligence period Buyer may at its sole and absolute discretion, cancel this contract for any reason by delivering Notice of Cancellation to the County by no later than 2 business days from expiration of Due Diligence period.

b. The Buyer accepts any wells located on the Property in their current condition.

c. The County shall not be required to remove any abandoned personal property, refuse, garbage, junk, rubbish, trash, or debris existing on the Property at the time of Closing.

### **14. REPRESENTATIONS AND WARRANTIES OF THE BUYER.** The Buyer hereby represents and warrants to the County as follows:

a. No consent to the transaction contemplated by this Agreement by any person or entity other than the Buyer is required, or if required, such consent has been obtained by the Buyer;

b. No representation, warranty or covenant made by the Buyer in this Agreement, nor any document, certificate, or exhibit given or delivered to the County pursuant to this Agreement, when read singularly or together as a whole, contains any untrue statement of material fact, or omits a material fact necessary to make the statement contained therein true in light of the circumstances under which they were made; and

c. The representations and warranties made by the Buyer herein shall be correct statements of fact as of the Closing Date, and at all times between the Effective Date and the Closing Date.

15. **CONTINUING REPRESENTATION AND WARRANTIES.** The representations and warranties of the Parties contained herein shall be continuing up to and including the Closing Date and at all times between the Effective Date hereof and the Closing Date, with the same force and effect as though such representations and warranties had been made as of Closing.
16. **CLOSING COSTS.** The Buyer shall pay for the preparation of all closing documents (except those necessary to cure Title Defects that are the County's responsibility), the documentary stamps on the deed, any survey, title commitment or Title Insurance requested by the Buyer. The County shall pay for the cost of recording the deed, the cost of preparing, obtaining and recording any satisfaction or release of any mortgages or liens on the Property that constitute Title Defects, and preparation and recording costs for any curative instruments required. Each party shall pay its own attorneys' fees.
17. **REAL ESTATE COMMISSIONS.** Each party represents, covenants, and warrants to the other that there are no real estate brokers, or any third parties, entitled to receive any compensation or payment in connection with the sale and purchase of the Property.
18. **PRORATION OF PROPERTY TAXES.** Ad valorem real estate taxes and assessments levied against the Property shall be prorated as of the Closing Date with County paying through Closing Date and Buyer paying thereafter. Real property taxes for all prior years shall be paid by the County at or prior to Closing. Real estate taxes for all succeeding years shall be borne by the Buyer. If the amount of taxes for the current year cannot be ascertained as of the closing, the rates, millages and assessed valuations for the preceding calendar year (with known changes) shall be used for purposes of making a tentative proration at closing; however, said taxes shall after Closing be finally re-prorated by and between the County and the Buyer upon receipt by the County or the Buyer of the statement or statements thereof from the proper taxing authorities.
19. **ASSESSMENTS AND FEES.** All unpaid public assessments for street, sidewalk or other improvements, if any; city or county garbage disposal fees, incineration fees, fire service fees, and the like; impact fees payable with respect to the Property; and any other fees or payments due to any governmental authority with respect to the Property, shall be fully paid by the County, at or prior to Closing.

**20. CLOSING DOCUMENTS.** At closing, the Parties shall deliver or cause to be delivered the following:

a. The County shall convey to the Buyer its interest in and to the Property in the form of the county deed attached hereto free and clear of all liens and encumbrances except (i) the Permitted Exceptions; and (ii) such other exceptions to title appearing in any title commitment obtained by the Buyer that the Buyer has accepted as Permitted Exceptions under the terms hereof.

b. The County shall furnish to the Buyer the County's affidavit, in form acceptable to the title insurance company and the Closing Agent, sufficient to remove standard printed exceptions to title in the Policy regarding (i) rights or claims of parties in possession, and (ii) mechanic's liens.

c. The County shall deliver, or cause to be delivered, such easements and agreements as the Buyer and County mutually agree are necessary to satisfy the conditions to closing set forth herein.

d. The County shall deliver satisfaction(s) or release(s) of all mortgages and liens on the Property made, created, or assumed by the County or to which the Property is subject.

e. Each Party shall deliver any evidence of its authority to consummate the sale and purchase and to execute, deliver, and perform this Agreement and the documents referred to in this paragraph, in form and substance reasonably acceptable to the other party hereto, the title insurance company, and the Closing Agent; including without limitation copies of articles of incorporation, bylaws, corporate resolutions, certificates of good standing, authority, and incumbency, partnership agreements, consents, and death certificates, as appropriate.

f. Each party shall deliver any other instruments reasonably required to complete the closing, including without limitation, an appropriate closing statement, any forms required to comply with federal and state tax laws (including a 1099 Form and a non-foreign affidavit as defined by Internal Revenue Code Section 1445), and any forms required by local or state authorities to file the deed.

**21. AUTHORITY.** Each Party hereby represents and warrants to the other Party, which representations and warranties shall be true and shall be deemed to be restated at the Closing:

a. Each Party has full authority to bind itself to the obligations stated herein, including but not limited to, providing any necessary resolutions or like documents indicating consent and approval.

b. The execution and delivery of this Agreement and consummation of the transaction contemplated hereby shall not (i) constitute a default under any instrument, document or obligation to which it is now, or may become a party, or by which it may be bound or affected, or (ii) violate any order, writ, injunction or decree of any court in any litigation to which it is a party.

**22. NOTICES.** Any notice, demand, request, or other communication required or permitted by this Agreement, or by law, shall be in writing, and shall be deemed to be given when (a) delivered in person with signed proof of delivery, (b) delivered by United States certified or registered mail, return receipt requested, postage prepaid, or (c) delivered by a commercial courier service (such as Federal Express) to the following addresses:

County:

Alachua County Board of County Commissioners  
12 SE First Street, 2<sup>nd</sup> Floor  
Gainesville, Florida 32601  
Attention: Charles Chestnut, Chair

And

Alachua County Public Works Department  
5620 NW 120 Lane  
Gainesville, Florida 32653  
Attention: James Harriott, Deputy County Manager

And

J.K. Irby  
Clerk of the Court  
201 East University Avenue  
Gainesville, FL 32601  
Attention: Finance and Accounting Department

Buyer:

Friendship Circle of North Broward and South Palm Beach, Inc.  
7170 Loxahatchee, Road,  
Parkland, Florida 33067

with copy to:

Bared and Associates PA  
201 Alhambra Circle, suite 501  
Coral Gables ,Fl.33134

23. **DEFAULT.** If the Buyer fails to consummate the purchase of the Property in accordance with the terms of this Agreement for any reason other than the County's default, or the Buyer's termination of this Agreement as allowed herein, the County's sole remedy against the Buyer shall be to retain any deposit (including any interest earned thereon) paid by the Buyer as liquidated and agreed upon damages. It is agreed by the Parties that such amount is a fair and reasonable measure of the damages to be suffered by the County in the event of such default and that the exact amount thereof is incapable of ascertainment.

In the event the County breaches its covenant to convey the Property to the Buyer or otherwise fails to perform its obligations under this Agreement, for any reason except for the Buyer's default, the Buyer may seek specific performance or elect to receive the return of Buyer's deposit. Buyer hereby waives any action for damages resulting from the County's breach.

24. **RISK OF LOSS.** The Parties agree that any improvements on the Property have nominal value, and any damage to those improvements from fire, the elements or other casualty, shall not be grounds to affect the rights of the Parties or provide a basis to terminate this Agreement.

25. **ASSIGNMENT.** This Agreement may not be assigned by either Party without the written consent of the other Party.

26. **PERSONS BOUND.** This Agreement shall be binding upon, and shall inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, personal representatives, legal representatives, successors, and permitted assigns.

27. **ESCROW.** Any Escrow Agent receiving funds, or the equivalent, is authorized and agrees by acceptance thereof to deposit promptly and to hold same in escrow and subject to clearance thereof to disburse same in accordance with the terms and conditions of this Contract. Failure of clearance of funds shall not excuse performance by the Buyer, and may be treated as a default by the Buyer at the option of the County. In the event of doubt as to the Escrow Agent's duties or liabilities under the provisions of this Agreement, the Escrow Agent may in agent's sole discretion, continue to hold the funds in escrow until the parties mutually agree to the disbursement thereof; or until a

judgment or a court of competent jurisdiction shall determine the rights of the parties thereto, or the Escrow Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute, and upon notifying all parties concerned of such action, all liability on the part of the Escrow Agent shall fully terminate, except to the extent of accounting for any items theretofore delivered out of escrow. In the event of any suit between the Buyer and the County wherein the Escrow Agent is made a party by virtue of acting as an Escrow Agent hereunder, or in the event of any suit wherein the Escrow Agent interpleads the subject matter of this escrow, the agent shall be entitled to recover reasonable attorney's fees and costs incurred, said fees and costs to be charged and assessed as court costs in favor of the prevailing party. All parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for misdelivery to the Buyer or the County of items subject to escrow, unless such misdelivery shall be due to willful breach of this Contract or gross negligence on the part of the agent.

**28. ENTIRE AGREEMENT; AMENDMENT.** This Agreement contains all of the agreements, representations and warranties of the parties hereto with respect to the Property, and supersedes all other discussions, understandings or agreements in respect to the subject matter hereof. All prior discussions, understandings and agreements are merged into this Agreement, which alone fully and completely expresses the agreements and understandings of the Parties hereto. This Agreement may be amended, superseded, extended or modified only by an instrument in writing referring hereto signed by all parties. The County Surveyor may extend any of the dates herein if so requested by the Buyer.

**29. APPLICABLE LAW; VENUE.** This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Florida. Sole and exclusive venue for any action arising under this Agreement shall be in the State Court for and in Alachua County, Florida. In the event to litigation arising from or related to this Agreement, each party shall bear its own attorneys' fees and costs.

**30. SEVERABILITY.** In the event any portion of this Agreement is found to be unenforceable, the remainder of this Agreement shall remain in full force and effect. The deletion of such portion shall neither affect the overall intent of this Agreement, nor materially impair the benefits negotiated by each party hereunder.

**31. CONSTRUCTION.** The provisions of this Agreement have been carefully and fully negotiated between the parties, each of which has relatively equal bargaining power. The terms of this Agreement are to be construed in accordance with their fair meaning and intent and are not to be construed against either Party merely because such Party or its counsel drafted this Agreement.

32. **NO RECORDING OF CONTRACT.** The Parties agree that neither the Buyer nor the County shall be required to record this Agreement in any public records relating to the Property.

33. **COUNTERPARTS.** This Agreement may be executed by the Parties hereto individually or in combination, in one or more counterparts, each of which shall be an original, and all of which shall constitute one and the same agreement.

34. **HEADINGS.** The captions and headings contained in this Agreement are for reference purposes only, and shall not in any way affect the meaning or interpretation hereof.

35. **WAIVER.** No provision of this Agreement or any rights hereunder may be waived unless such waiver is in writing and is signed by the Party waiving such provision or right. The waiver by one party of the performance of any covenant or condition herein shall not invalidate this Agreement, nor shall it be considered to be a waiver by such Party of any other covenant or condition herein. The waiver by either or both Parties of the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time. The exercise of any remedy provided by law or in the provisions of this Agreement shall not exclude other remedies unless they are expressly excluded.

36. **SURVIVAL OF REPRESENTATION AND WARRANTIES.** The respective representations, warranties, covenants, and agreements of the County and the Buyer, contained in this Agreement, shall survive the closing of this transaction and remain in effect. Upon Closing, Buyer shall be deemed to have waived any and all defaults, claims or other liabilities or, or against, the County related to this Agreement accruing at the time of or prior to Closing.

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**IN WITNESS WHEREOF**, the Parties hereto have set their seals and executed this Agreement effective on the day and year indicated below.

**SELLER:**

ALACHUA COUNTY, FLORIDA

DATE APPROVED

\_\_\_\_\_, 2019

By:\_\_\_\_\_

Charles Chestnut, Chair  
Board of County Commissioners

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
J. K. Irby, Clerk

(SEAL)

\_\_\_\_\_  
Alachua County Attorney's Office

**BUYER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**WITNESSES:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

LIST OF EXHIBITS:

EXHIBIT 1 – Legal Description

EXHIBIT 2 – County Deed, Reserving Conservation Easement

EXHIBIT 3 – Survey

EXHIBIT 4 – County's Title Insurance Policy dated July 24, 2017

## EXHIBIT 1

### Legal Description

#### PARCEL ONE:

Lot Twenty-one (21) and Lot Forty (40) of the Leitner Tract, being a subdivision of Lots Eight (8) and Nine (9), of the Moses E. Levy Grant, according to plat thereof recorded in Deed Book "J" at Page 645 of the Public Records of Alachua County, Florida, LESS that real property described in Deeds recorded in Official Records Book 72, Page 155, Official Records Book 77, Page 223, Official Records Book 1078, Page 580, Official Records Book 1084, Page 514, Official Records Book 1091, Page 162, Official Records Book 1144, Page 543, Official Records Book 1177, Page 22, Official Records Book 1328, Page 949, Official Records Book 1341, Page 221, Official Records Book 1735, Page 905 and Official Records Book 1917, Page 1780, of the Public Records of Alachua County, Florida. LESS Road Rights-of-way.

#### PARCEL TWO:

Begin at the Southeast Corner of Lot 22 and run West 188 feet thence run North 114 feet to State Highway No. 2, thence run Southeast 150 feet, thence run South to the point of beginning, lying in Lot 22 of the Leitner Tract, a subdivision of Lots 8 and 9 of the Moses E. Levy Grant, as per plat recorded in Deed Book "J", Page 645, of the Public Records of Alachua County, Florida, LESS Road Right-of-way as per Official Records Book 4, Page 577, of the Public Records of Alachua County, Florida.

ALSO, Lot 39 of the Leitner Tract, a Subdivision of Lots 8 and 9 of the Moses E. Levy Grant, as per plat recorded in Deed Book "J", Page 645 of the Public Records of Alachua County, Florida, LESS Road Right-of-way as per Official Records Book 4 page 577, of the Public Records of Alachua County, Florida.

#### PARCEL THREE:

Commence at the Southeast Corner of Lot Thirty-eight (38) of the Leitner Tract, a Subdivision of Lot eight (8) of Moses E. Levy Grant, thence North 85 degrees 15 minutes West along South line of said Lot 8.75 chains to corner, thence North 4 degrees 45 minutes East 14.97 chains to corner on South side of State Highway No. 2, thence South 51 degrees East, parallel to said Highway 15.00 chains to corner, thence South 22 degrees 30 minutes West 6.36 chains to corner, thence North 85 degrees 15 minutes West on South line of Lot Thirty-seven (37) of Subdivision of said Lot Eight (8) of Moses E. Levy Grant 1.15 chains to Point of Beginning; being in lots 37 and 38 of Subdivision of Lot 8 of Moses E. Levy Grant, Township 11 South, Range 20 East, as per Plat recorded in Deed Book "J", Page 645, of the public Records of Alachua County, Florida; EXCEPT RAIL-ROAD RIGHT-OF-WAY and LESS Road Right-of-way.

ALSO: ALL of Lots Forty-two (42), Forty-three (43), Fifty-eight (58) and all of Lot Fifty-nine (59), SAVE AND EXCEPT Sixteen and 3/8 acres on the West side of Lot fifty-nine, AND

ALSO the following described three tracts being a part of the Sixteen and 3/8 acre tract excepted above, to-wit:

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Beginning on the dividing line between the lands of J. H. Emerson and L. J. Montgomery in Lot Fifty-nine (59) of the Leitner Tract at a point Fifteen feet South of the center of the Gainesville Rocky Point & Micanopy (G. R. P. & M.) Ry track where it crosses said dividing line and running thence Southward One Hundred Fifty (150) feet; thence Westward Two Hundred (200) feet; thence Northward One Hundred Ninety-eight (198) feet to a point fifteen feet South of Center of main line of railroad track; thence Eastward along a line Fifteen feet South of said Railroad Track Two Hundred Forty-one (241) feet to point of beginning.

ALSO commencing at the Southwest corner of lot known as the Packing House Lot, the said lot lying in lot Fifty-nine (59) of the Leitner Tract and being that lot formerly conveyed by J. R. Emerson to L. J. Montgomery, thence Westwardly along a line at right angles to the West Boundary line of said packing House Lot Fifty (50) feet; thence Northward along a line to parallel to said west Boundary line to the Gainesville & Gulf (G. & G.) R. R. right-of-way; thence East Fifty (50) feet to the Northwest Corner of said Packing House Lot; thence South to point of beginning; and,

ALSO beginning at the Southeast Corner of the Montgomery Packing House Lot in Lot Fifty-nine (59) of the Leitner Tract and run South Sixty-one yards to a post in center of a drainway; thence in a Northwesterly direction along or near to said drainway to Southwest Corner of land formerly purchased by Montgomery from Emerson; thence Eastward to beginning, said lot being triangular in shape, EXCEPT RAILROAD RIGHT- OF- WAY.

All of the above-described lands being in the Leitner Tract, a subdivision of Lots 8 and 9 of the M.E. Levy Grant in Township Eleven (11) South, Range Twenty (20) East as per Plat recorded in Deed Book "J", Page 645, of the public Records of Alachua County, Florida.

LESS that tract of land as per Official Records Book 92, page 557, of the Public Records of Alachua County, Florida.

LESS the rights of way of SE 134th Avenue and Interstate Highway No. 75 and any property lying South and West of said rights of way.

**PARCEL FOUR:**

That part of Lot Forty-four (44) of Leitner Tract of Lots Eight (8) and Nine (9) of Levy Grant as recorded in Deed Book "J", Page 645, of Public Records of Alachua County, Florida, lying west of the Atlantic Coast Line (ACL) R/W abandoned tracks.

**PARCEL FIVE:**

Commence at the Southwest (SW) corner of Lot Thirty-eight (38) of the Leitner Tract (track) of Lots Eight (8) and Nine (9) of the Levy Grant in Township Eleven (11) South, Range Twenty (20) East, in Alachua County, Florida, as per plat recorded in Deed Book "J", page 645 of the Public Records of Alachua County, Florida, and run thence North 4° 45' East 6.793 chains to a stake thence South 85° East, 11.74 chains to a stake, thence South 5° 7' West 6.62 chains to a stake, thence North 85° 53' West 11.712 chains to the Point of Beginning, being in the South part of said Lot Thirty-eight (38).

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All railroad rights-of-ways in the land in Lots 21, 40, 22, 39, 38, 42, 43, 58, 59 and 44 of the LEITNER TRACT, a Subdivision of Lots Eight (8) and Nine (9) of the Moses E. Levy Grant, as per plat recorded in Deed Book "J", page 645 of the Public Records of Alachua County, Florida.

LESS:

PARCEL TWO:

Commence at the NW corner of Lot 21 of the Leitner Tract, Township 11 South, Range 20 East, and run S 4° 34' 11" W along the West line of said lot 323.99 feet to the P.O.B., thence continue South 4° 34' 11" W along said West line 330 feet, thence run South 86° 06' 19" E 991.13 feet, thence run N 3° 35' 46" E 263.22 feet, thence run N 37° 50' 46" E 80.48 feet, thence run N 86° 06' 19" W 1030.81 feet to the west line of said Lot 21 and the P.O.B. All lying and being in Lot 21 of the Leitner Tract in T 11 S - R 20 E, Alachua County, Florida, as per plat recorded in Deed Book "J", page 645 of the Public Records of Alachua County, Florida.

LESS:

PARCEL THIRTEEN:

Commence at the Southeast corner of Lot 21 of the Leitner Tract and run North 3 degrees 35 minutes 46 seconds East along the East line of said lot 3.57 feet, thence run North 86 degrees 06 minutes 19 seconds West 198 feet to the Point of Beginning; thence continue North 86 degrees 06 minutes 19 seconds West 792 feet; thence run North 3 degrees 35 minutes 46 seconds East 330 feet; thence run South 86 degrees 06 minutes 19 seconds East 792 feet, thence run South 3 degrees 35 minutes 46 seconds West 330 feet to the Point of Beginning. All lying and being in Lot 21 of the Leitner Tract, Township 11 South, Range 20 East, Alachua County, Florida, as per plat recorded in Deed Book "J", page 645 of the Public Records of Alachua County, Florida.

**ALL OF THE FOREGOING ALSO DESCRIBED AS:**

A PARCEL OF LAND LYING IN LOTS 21, 22, 37, 38, 39, 40, 42, 43, 44, 58 AND 59 OF THE LEITNER TRACT, A SUBDIVISION OF LOT 8 AND LOT 9 OF THE MOSES E. LEVY GRANT, ACCORDING TO THE PLAT THEREOF RECORDED IN DEED BOOK "J", PAGE 645 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, IN TOWNSHIP 11 SOUTH, RANGE 20 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 44 OF THE LEITNER TRACT BEING A 3"x3" CONCRETE MONUMENT (NO ID); THENCE S.86°39'49"E., 156.54 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING THE NORTHWESTERLY BOUNDARY OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4433, PAGE 1477 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA AND A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,535.48 FEET, A CENTRAL ANGLE OF 09°33'09", AND A CHORD

BEARING AND DISTANCE OF S.41°07'51"W., 255.70 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 256.00 FEET TO THE WESTERLY MOST CORNER OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4433, PAGE 1477; THENCE ALONG SAID WESTERLY BOUNDARY OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4433, PAGE 1477; OFFICIAL RECORDS BOOK 1889, PAGE 735; OFFICIAL RECORDS BOOK 2440, PAGE 1113; OFFICIAL RECORDS BOOK 4365, PAGE 2274; OFFICIAL RECORDS BOOK 4336, PAGE 2004; OFFICIAL RECORDS BOOK 1679, PAGE 1977; OFFICIAL RECORDS BOOK 4011, PAGE 1259; OFFICIAL RECORDS BOOK 4104, PAGE 361; AND OFFICIAL RECORDS BOOK 4179, PAGE 1402 ALL IN THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, S.03°44'23"W., 2,076.12 FEET TO THE NORTHEASTERLY MOST CORNER OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2232, PAGE 2297 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY BOUNDARY, ALONG THE NORTHERLY BOUNDARY OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2232, PAGE 2297 THE FOLLOWS THREE (3) COURSES: 1) N.65°24'40"W., 1,392.60 FEET; 2) THENCE N.69°36'54"W., 212.18 FEET; 3) THENCE N.73°15'13"W., 632.08 FEET TO THE WESTERLY MOST CORNER OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2232, PAGE 2297 AND NORTHERLY RIGHT OF WAY LINE OF S.W. 134 AVENUE (80' PUBLIC RIGHT OF WAY PER RIGHT OF WAY MAP SECTION 26260-2460); THENCE DEPARTING SAID NORTHERLY BOUNDARY ALONG SAID NORTHERLY RIGHT OF WAY LINE, N.51°29'46"W., 636.07 FEET TO THE SOUTHERLY MOST CORNER OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 3869, PAGE 1725 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY, ALONG THE EASTERLY BOUNDARY OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3450, PAGE 1255; OFFICIAL RECORDS BOOK 1832, PAGE 957; AND OFFICIAL RECORDS BOOK 3869, PAGE 1725 ALL OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, N.03°22'19"E., 1,376.68 FEET TO NORTHEASTERLY CORNER OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 3450, PAGE 1255; THENCE DEPARTING SAID EASTERLY BOUNDARIES, ALONG NORTHERLY BOUNDARY OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 3450, PAGE 1255, N.86°07'39"W., 1,894.08 FEET TO A POINT ON THE AFORESAID NORTHERLY RIGHT OF WAY LINE OF S.W. 134 AVENUE, SAID POINT ALSO BEING THE WESTERLY MOST CORNER OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 3450, PAGE 1255; THENCE DEPARTING SAID NORTHERLY BOUNDARY, ALONG SAID NORTHERLY RIGHT OF WAY THE FOLLOWS (2) TWO COURSES: 1) N.50°20'33"W., 82.41 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 11,369.14 FEET, A CENTRAL ANGLE OF 00°14'06", AND A CHORD BEARING AND DISTANCE OF N.52°08'22"W., 46.63 FEET; 2.) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 46.63 FEET TO THE WESTERLY BOUNDARY OF LOT 40 OF SAID LEITNER TRACT; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, ALONG SAID WESTERLY BOUNDARY, N.04°04'49"E., 258.16 FEET TO THE SOUTHWESTERLY CORNER OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 3328, PAGE 612 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE DEPARTING SAID

WESTERLY BOUNDARY, ALONG THE SOUTHERLY BOUNDARY OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 3328, PAGE 612, S.86°03'22"E., 1,007.05 FEET TO THE SOUTHEASTERLY CORNER OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3328, PAGE 612; THENCE DEPARTING SAID SOUTHERLY BOUNDARY, ALONG THE EASTERLY BOUNDARY OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3328, PAGE 612, OFFICIAL RECORDS BOOK 2884, PAGE 242, OFFICIAL RECORDS BOOK 1341, PAGE 221, OFFICIAL RECORDS BOOK 1078, PAGE 580 ALL OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, N.03°23'05"E., 989.22 FEET TO THE SOUTHWESTERLY CORNER OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4164, PAGE 533 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE DEPARTING SAID EASTERLY BOUNDARIES, ALONG THE SOUTHERLY BOUNDARY OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4164, PAGE 533, S.86°06'01"E., 791.82 FEET TO THE SOUTHEASTERLY CORNER OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4164, PAGE 533; THENCE DEPARTING SAID SOUTHERLY BOUNDARY, ALONG THE EASTERLY BOUNDARY OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4164, PAGE 533, N.03°39'43"E., 329.58 FEET TO THE NORTHEASTERLY CORNER OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4164, PAGE 533; THENCE DEPARTING SAID EASTERLY BOUNDARY, ALONG THE SOUTHERLY BOUNDARY OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 1144, PAGE 543 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, S.86°00'41"E., 197.85 FEET TO A POINT ON THE WESTERLY BOUNDARY OF PALMETTO ACRES, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK "D", PAGE 44 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, ALSO BEING THE WESTERLY BOUNDARY OF LOT 22 OF SAID LEITNER TRACT; THENCE DEPARTING SAID SOUTHERLY BOUNDARY, ALONG THE WESTERLY BOUNDARY OF SAID LOT 22, S.03°37'47"W., 329.73 FEET TO THE SOUTHWESTERLY CORNER OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 3082, PAGE 291 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY BOUNDARY, ALONG THE SOUTHERLY BOUNDARY OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 3082, PAGE 291 AND LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3877, PAGE 2127 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, S.86°09'30"E., 1,009.67 FEET TO THE SOUTHEASTERLY MOST CORNER OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 3877, PAGE 2127; THENCE DEPARTING SAID SOUTHERLY BOUNDARY, ALONG THE EASTERLY BOUNDARY OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 3877, PAGE 2127, N.38°06'55"E., 97.40 TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 25 (174' PUBLIC RIGHT OF WAY PER RIGHT OF WAY MAP SECTION 26010-2526); THENCE DEPARTING SAID EASTERLY BOUNDARY, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, S.52°10'30"E., 306.93 FEET TO THE NORTHERLY MOST CORNER OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2279, PAGE 2149 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, ALONG THE WESTERLY BOUNDARY OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2279, PAGE 2149, S.03°40'35"W., 959.12 FEET TO THE SOUTHWESTERLY CORNER OF SAID LAND AS DESCRIBED IN

OFFICIAL RECORDS BOOK 2279, PAGE 2149; THENCE DEPARTING SAID WESTERLY BOUNDARY, ALONG THE SOUTHERLY BOUNDARY OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2279, PAGE 2149, S.86°29'54"E., 773.40 FEET TO THE SOUTHEASTERLY CORNER OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2279, PAGE 2149; THENCE DEPARTING SAID SOUTHERLY BOUNDARY, ALONG THE EASTERLY BOUNDARY OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2279, PAGE 2149, N.03°56'50"E., 424.78 FEET TO THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 25; THENCE DEPARTING SAID EASTERLY BOUNDARY, ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWS (2) TWO COURSES: 1) S.52°27'11"E., 964.05 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1,790.73 FEET, A CENTRAL ANGLE OF 02°12'28", AND A CHORD BEARING AND DISTANCE OF S.51°03'25"E., 69.00 FEET; 2.) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 69.00 FEET TO THE NORTHERLY MOST CORNER OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4433, PAGE 1477 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,535.48 FEET, A CENTRAL ANGLE OF 11°34'52", AND A CHORD BEARING AND DISTANCE OF S.30°10'47"W., 309.84 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, ALONG THE WESTERLY BOUNDARY OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4433, PAGE 1477, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 310.37 TO THE POINT OF BEGINNING.

WPB 384038460v1

## EXHIBIT 2 County Deed, reserving Conservation Easement

This instrument prepared by:  
Charlie R. Brecken, P.S.M.  
Alachua County Public Works  
5620 NW 120<sup>th</sup> Lane  
Gainesville, Florida 32653

Tax Parcel No. 04901-200-000

### COUNTY DEED

**THIS DEED**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by **Alachua County, Florida**, 5620 NW 120<sup>th</sup> Lane, Gainesville, Florida 32653, **Party of the First Part**, and the **Friendship Circle of North Broward and South Palm Beach, Inc.**, a Florida not for profit corporation, 7170 Loxahatchee Road, Parkland, Florida 33067, **Party of the Second Part**,

**WITNESSETH** that the said **Party of the First Part**, for and in consideration of the sum of \$1,025,000.00 to it in hand paid by the **Party of the Second Part**, receipt whereof is hereby acknowledged, has granted, bargained and sold to the **Party of the Second Part**, his or her heirs and assigns forever, the following described land lying and being in Alachua County, Florida:

See **Exhibit "A"** attached hereto and made a part hereof as if fully set forth herein.

Subject to comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority; conditions, restrictions, covenants and easements of records, if any; and also subject to the reservation of conservation easement described in **Exhibit "A"**.

**IN WITNESS WHEREOF** the said **Party of the First Part** has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said board, the day and year aforesaid.

(OFFICIAL SEAL)

**Alachua County, Florida**  
By its Board of County Commissioners

**ATTEST:**

By \_\_\_\_\_  
Charles S. Chestnut, IV, Chair

\_\_\_\_\_  
J.K. "Jess" Irby, Esq.  
Clerk of Circuit Court

**Approved as to form:**

\_\_\_\_\_  
Alachua County Attorney's Office

## **Exhibit "A" to COUNTY DEED**

### Legal Description:

#### **PARCEL ONE:**

Lot Twenty-one (21) and Lot Forty (40) of the Leitner Tract, being a subdivision of Lots Eight (8) and Nine (9), of the Moses E. Levy Grant, according to plat thereof recorded in Deed Book "J" at Page 645 of the Public Records of Alachua County, Florida, LESS that real property described in Deeds recorded in Official Records Book 72, Page 155, Official Records Book 77, Page 223, Official Records Book 1078, Page 580, Official Records Book 1084, Page 514, Official Records Book 1091, Page 162, Official Records Book 1144, Page 543, Official Records Book 1177, Page 22, Official Records Book 1328, Page 949, Official Records Book 1341, Page 221, Official Records Book 1735, Page 905 and Official Records Book 1917, Page 1780, of the Public Records of Alachua County, Florida. LESS Road Rights-of-way.

#### **PARCEL TWO:**

Begin at the Southeast Corner of Lot 22 and run West 188 feet thence run North 114 feet to State Highway No. 2, thence run Southeast 150 feet, thence run South to the point of beginning, lying in Lot 22 of the Leitner Tract, a subdivision of Lots 8 and 9 of the Moses E. Levy Grant, as per plat recorded in Deed Book "J", Page 645, of the Public Records of Alachua County, Florida, LESS Road Right-of-way as per Official Records Book 4, Page 577, of the Public Records of Alachua County, Florida.

ALSO, Lot 39 of the Leitner Tract, a Subdivision of Lots 8 and 9 of the Moses E. Levy Grant, as per plat recorded in Deed Book "J", Page 645 of the Public Records of Alachua County, Florida, LESS Road Right-of-way as per Official Records Book 4 page 577, of the Public Records of Alachua County, Florida.

#### **PARCEL THREE:**

Commence at the Southeast Corner of Lot Thirty-eight (38) of the Leitner Tract, a Subdivision of Lot eight (8) of Moses E. Levy Grant, thence North 85 degrees 15 minutes West along South line of said Lot 8.75 chains to corner, thence North 4 degrees 45 minutes East 14.97 chains to corner on South side of State Highway No. 2, thence South 51 degrees East, parallel to said Highway 15.00 chains to corner, thence South 22 degrees 30 minutes West 6.36 chains to corner, thence North 85 degrees 15 minutes West on South line of Lot Thirty-seven (37) of Subdivision of said Lot Eight (8) of Moses E. Levy Grant 1.15 chains to Point of Beginning; being in lots 37 and 38 of Subdivision of Lot 8 of Moses E. Levy Grant, Township 11 South, Range 20 East, as per Plat recorded in Deed Book "J", Page 645, of the public Records of Alachua County, Florida; EXCEPT RAIL-ROAD RIGHT-OF-WAY and LESS Road Right- of-way.

ALSO: ALL of Lots Forty-two (42), Forty-three (43), Fifty-eight (58) and all of Lot Fifty-nine (59), SAVE AND EXCEPT Sixteen and 3/8 acres on the West side of Lot fifty-nine, AND

ALSO the following described three tracts being a part of the Sixteen and 3/8 acre tract excepted above, to-wit:

Beginning on the dividing line between the lands of J. H. Emerson and L. J. Montgomery in Lot Fifty-nine (59) of the Leitner Tract at a point Fifteen feet South of the center of the Gainesville Rocky Point & Micanopy (G. R. P. & M.) Ry track where it crosses said dividing line and running thence Southward One Hundred Fifty (150) feet; thence Westward Two Hundred (200) feet; thence Northward One Hundred Ninety-eight (198) feet to a point fifteen feet South of Center of main line of railroad track; thence Eastward along a line Fifteen feet South of said Railroad Track Two Hundred Forty-one (241) feet to point of beginning.

ALSO commencing at the Southwest corner of lot known as the Packing House Lot, the said lot lying in lot Fifty-nine (59) of the Leitner Tract and being that lot formerly conveyed by J. R. Emerson to L. J. Montgomery, thence Westwardly along a line at right angles to the West Boundary line of said packing House Lot Fifty (50) feet; thence Northward along a line to parallel to said west Boundary line to the Gainesville & Gulf (G. & G.) R. R. right-of-way; thence East Fifty (50) feet to the Northwest Corner of said Packing House Lot; thence South to point of beginning; and,

ALSO beginning at the Southeast Corner of the Montgomery Packing House Lot in Lot Fifty-nine (59) of the Leitner Tract and run South Sixty-one yards to a post in center of a drainway; thence in a Northwesterly direction along or near to said drainway to Southwest Corner of land formerly purchased by Montgomery from Emerson; thence Eastward to beginning, said lot being triangular in shape, EXCEPT RAILROAD RIGHT-OF-WAY.

All of the above-described lands being in the Leitner Tract, a subdivision of Lots 8 and 9 of the M.E. Levy Grant in Township Eleven (11) South, Range Twenty (20) East as per Plat recorded in Deed Book "J", Page 645, of the public Records of Alachua County, Florida.

LESS that tract of land as per Official Records Book 92, page 557, of the Public Records of Alachua County, Florida.

LESS the rights of way of SE 134th Avenue and Interstate Highway No. 75 and any property lying South and West of said rights of way.

#### PARCEL FOUR:

That part of Lot Forty-four (44) of Leitner Tract of Lots Eight (8) and Nine (9) of Levy Grant as recorded in Deed Book "J", Page 645, of Public Records of Alachua County, Florida, lying west of the Atlantic Coast Line (ACL) R/W abandoned tracks.

#### PARCEL FIVE:

Commence at the Southwest (SW) corner of Lot Thirty-eight (38) of the Leitner Tract (track) of Lots Eight (8) and Nine (9) of the Levy Grant in Township Eleven (11) South, Range Twenty (20)

East, in Alachua County, Florida, as per plat recorded in Deed Book "J", page 645 of the Public Records of Alachua County, Florida, and run thence North 4° 45' East 6.793 chains to a stake thence South 85° East, 11.74 chains to a stake, thence South 5° 7' West 6.62 chains to a stake, thence North 85° 53' West 11.712 chains to the Point of Beginning, being in the South part of said Lot Thirty-eight (38).

All railroad rights-of-ways in the land in Lots 21, 40, 22, 39, 38, 42, 43, 58, 59 and 44 of the LEITNER TRACT, a Subdivision of Lots Eight (8) and Nine (9) of the Moses E. Levy Grant, as per plat recorded in Deed Book "J", page 645 of the Public Records of Alachua County, Florida.

LESS:

**PARCEL TWO:**

Commence at the NW corner of Lot 21 of the Leitner Tract, Township 11 South, Range 20 East, and run S 4° 34' 11" W along the West line of said lot 323.99 feet to the P.O.B., thence continue South 4° 34' 11" W along said West line 330 feet, thence run South 86° 06' 19" E 991.13 feet, thence run N 3° 35' 46" E 263.22 feet, thence run N 37° 50' 46" E 80.48 feet, thence run N 86° 06' 19" W 1030.81 feet to the west line of said Lot 21 and the P.O.B. All lying and being in Lot 21 of the Leitner Tract in T 11 S - R 20 E, Alachua County, Florida, as per plat recorded in Deed Book "J", page 645 of the Public Records of Alachua County, Florida.

LESS:

**PARCEL THIRTEEN:**

Commence at the Southeast corner of Lot 21 of the Leitner Tract and run North 3 degrees 35 minutes 46 seconds East along the East line of said lot 3.57 feet, thence run North 86 degrees 06 minutes 19 seconds West 198 feet to the Point of Beginning; thence continue North 86 degrees 06 minutes 19 seconds West 792 feet; thence run North 3 degrees 35 minutes 46 seconds East 330 feet; thence run South 86 degrees 06 minutes 19 seconds East 792 feet, thence run South 3 degrees 35 minutes 46 seconds West 330 feet to the Point of Beginning. All lying and being in Lot 21 of the Leitner Tract, Township 11 South, Range 20 East, Alachua County, Florida, as per plat recorded in Deed Book "J", page 645 of the Public Records of Alachua County, Florida.

**ALL OF THE FOREGOING ALSO DESCRIBED AS:**

A PARCEL OF LAND LYING IN LOTS 21, 22, 37, 38, 39, 40, 42, 43, 44, 58 AND 59 OF THE LEITNER TRACT, A SUBDIVISION OF LOT 8 AND LOT 9 OF THE MOSES E. LEVY GRANT, ACCORDING TO THE PLAT THEREOF RECORDED IN DEED BOOK "J", PAGE 645 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, IN TOWNSHIP 11 SOUTH, RANGE 20 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 44 OF THE LEITNER TRACT BEING A 3"x3" CONCRETE MONUMENT (NO ID); THENCE S.86°39'49"E., 156.54 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING THE NORTHWESTERLY BOUNDARY OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4433, PAGE 1477 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA AND A POINT ON A

NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,535.48 FEET, A CENTRAL ANGLE OF 09°33'09", AND A CHORD BEARING AND DISTANCE OF S.41°07'51" W., 255.70 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 256.00 FEET TO THE WESTERLY MOST CORNER OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4433, PAGE 1477; THENCE ALONG SAID WESTERLY BOUNDARY OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4433, PAGE 1477; OFFICIAL RECORDS BOOK 1889, PAGE 735; OFFICIAL RECORDS BOOK 2440, PAGE 1113; OFFICIAL RECORDS BOOK 4365, PAGE 2274; OFFICIAL RECORDS BOOK 4336, PAGE 2004; OFFICIAL RECORDS BOOK 1679, PAGE 1977; OFFICIAL RECORDS BOOK 4011, PAGE 1259; OFFICIAL RECORDS BOOK 4104, PAGE 361; AND OFFICIAL RECORDS BOOK 4179, PAGE 1402 ALL IN THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, S.03°44'23"W., 2,076.12 FEET TO THE NORTHEASTERLY MOST CORNER OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2232, PAGE 2297 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY BOUNDARY, ALONG THE NORTHERLY BOUNDARY OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2232, PAGE 2297 THE FOLLOWS THREE (3) COURSES: 1) N.65°24'40" W., 1,392.60 FEET; 2) THENCE N.69°36'54"W., 212.18 FEET; 3) THENCE N.73°15'13"W., 632.08 FEET TO THE WESTERLY MOST CORNER OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2232, PAGE 2297 AND NORTHERLY RIGHT OF WAY LINE OF S.W. 134 AVENUE (80' PUBLIC RIGHT OF WAY PER RIGHT OF WAY MAP SECTION 26260-2460); THENCE DEPARTING SAID NORTHERLY BOUNDARY ALONG SAID NORTHERLY RIGHT OF WAY LINE, N.51°29'46" W., 636.07 FEET TO THE SOUTHERLY MOST CORNER OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 3869, PAGE 1725 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY, ALONG THE EASTERLY BOUNDARY OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3450, PAGE 1255; OFFICIAL RECORDS BOOK 1832, PAGE 957; AND OFFICIAL RECORDS BOOK 3869, PAGE 1725 ALL OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, N.03°22'19"E., 1,376.68 FEET TO NORTHEASTERLY CORNER OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 3450, PAGE 1255; THENCE DEPARTING SAID EASTERLY BOUNDARIES, ALONG NORTHERLY BOUNDARY OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 3450, PAGE 1255, N.86°07'39"W., 1,894.08 FEET TO A POINT ON THE AFORESAID NORTHERLY RIGHT OF WAY LINE OF S.W. 134 AVENUE, SAID POINT ALSO BEING THE WESTERLY MOST CORNER OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 3450, PAGE 1255; THENCE DEPARTING SAID NORTHERLY BOUNDARY, ALONG SAID NORTHERLY RIGHT OF WAY THE FOLLOWS (2) TWO COURSES: 1) N.50°20'33"W., 82.41 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 11,369.14 FEET, A CENTRAL ANGLE OF 00°14'06" , AND A CHORD BEARING AND DISTANCE OF N.52°08'22"W., 46.63 FEET; 2.) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 46.63 FEET TO THE WESTERLY BOUNDARY OF LOT 40 OF SAID LEITNER TRACT; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, ALONG SAID WESTERLY BOUNDARY, N.04°04'49"E., 258.16 FEET TO THE SOUTHWESTERLY CORNER OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 3328, PAGE 612 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE

DEPARTING SAID WESTERLY BOUNDARY, ALONG THE SOUTHERLY BOUNDARY OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 3328, PAGE 612, S.86°03'22"E., 1,007.05 FEET TO THE SOUTHEASTERLY CORNER OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3328, PAGE 612; THENCE DEPARTING SAID SOUTHERLY BOUNDARY, ALONG THE EASTERLY BOUNDARY OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3328, PAGE 612, OFFICIAL RECORDS BOOK 2884, PAGE 242, OFFICIAL RECORDS BOOK 1341, PAGE 221, OFFICIAL RECORDS BOOK 1078, PAGE 580 ALL OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, N.03°23'05"E., 989.22 FEET TO THE SOUTHWESTERLY CORNER OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4164, PAGE 533 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE DEPARTING SAID EASTERLY BOUNDARIES, ALONG THE SOUTHERLY BOUNDARY OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4164, PAGE 533, S.86°06'01" E., 791.82 FEET TO THE SOUTHEASTERLY CORNER OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4164, PAGE 533; THENCE DEPARTING SAID SOUTHERLY BOUNDARY, ALONG THE EASTERLY BOUNDARY OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4164, PAGE 533, N.03°39'43"E., 329.58 FEET TO THE NORTHEASTERLY CORNER OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4164, PAGE 533; THENCE DEPARTING SAID EASTERLY BOUNDARY, ALONG THE SOUTHERLY BOUNDARY OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 1144, PAGE 543 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, S.86°00'41"E., 197.85 FEET TO A POINT ON THE WESTERLY BOUNDARY OF PALMETTO ACRES, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK "D", PAGE 44 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, ALSO BEING THE WESTERLY BOUNDARY OF LOT 22 OF SAID LEITNER TRACT; THENCE DEPARTING SAID SOUTHERLY BOUNDARY, ALONG THE WESTERLY BOUNDARY OF SAID LOT 22, S.03°37'47"W., 329.73 FEET TO THE SOUTHWESTERLY CORNER OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 3082, PAGE 291 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY BOUNDARY, ALONG THE SOUTHERLY BOUNDARY OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 3082, PAGE 291 AND LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3877, PAGE 2127 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, S.86°09'30"E., 1,009.67 FEET TO THE SOUTHEASTERLY MOST CORNER OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 3877, PAGE 2127; THENCE DEPARTING SAID SOUTHERLY BOUNDARY, ALONG THE EASTERLY BOUNDARY OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 3877, PAGE 2127, N.38°06'55"E., 97.40 TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 25 (174' PUBLIC RIGHT OF WAY PER RIGHT OF WAY MAP SECTION 26010-2526); THENCE DEPARTING SAID EASTERLY BOUNDARY, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, S.52°10'30"E., 306.93 FEET TO THE NORTHERLY MOST CORNER OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2279, PAGE 2149 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, ALONG THE WESTERLY BOUNDARY OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2279, PAGE 2149, S.03°40'35"W., 959.12 FEET TO THE SOUTHWESTERLY CORNER OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2279, PAGE 2149; THENCE DEPARTING

SAID WESTERLY BOUNDARY, ALONG THE SOUTHERLY BOUNDARY OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2279, PAGE 2149, S.86°29'54"E., 773.40 FEET TO THE SOUTHEASTERLY CORNER OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2279, PAGE 2149; THENCE DEPARTING SAID SOUTHERLY BOUNDARY, ALONG THE EASTERLY BOUNDARY OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2279, PAGE 2149, N.03°56'50"E., 424.78 FEET TO THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 25; THENCE DEPARTING SAID EASTERLY BOUNDARY, ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWS (2) TWO COURSES: 1) S.52°27'11"E., 964.05 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1,790.73 FEET, A CENTRAL ANGLE OF 02°12'28", AND A CHORD BEARING AND DISTANCE OF S.51°03'25"E., 69.00 FEET; 2.) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 69.00 FEET TO THE NORTHERLY MOST CORNER OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4433, PAGE 1477 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,535.48 FEET, A CENTRAL ANGLE OF 11°34'52", AND A CHORD BEARING AND DISTANCE OF S.30°10'47"W., 309.84 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, ALONG THE WESTERLY BOUNDARY OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4433, PAGE 1477, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 310.37 TO THE POINT OF BEGINNING.

Hereinafter, collectively referred to as the "PROPERTY".

**SUBJECT TO AND RESERVING** unto the **Party of the First Part**, its successors and assigns, the following perpetual CONSERVATION EASEMENT pursuant to Section 704.06 of the Florida Statutes over the entire PROPERTY to conserve forever the PROPERTY's CONSERVATION VALUES for the benefit of Alachua County's current and future citizenry, as more particularly described as follows:

1. **DEFINITIONS:** The terms below shall have the following meanings herein unless the context clearly requires otherwise:

*ACTIVITY AREA* shall mean the 31.4 acres more or less shown on **Exhibit "A-1"** encompassing the majority of STRUCTURES and other improvements that support the use of the PROPERTY as a camp.

*BASELINE REPORT* shall mean the COUNTY prepared and BUYER approved report dated \_\_\_\_\_, which is incorporated by reference into this County Deed, and that documents the ecological condition of the PROPERTY at the time this CONSERVATION EASEMENT was reserved to the County by this County Deed, thereby constituting an evidentiary basis for purposes of monitoring, modifying, or enforcing the easement rights conveyed herein. The

BASELINE REPORT is available in the offices of the Alachua County Environmental Protection Department and the offices of the Party of the Second Part.

*CONSERVATION EASEMENT* shall mean this reserved, written, perpetual conservation easement and the real property interests conveyed herein.

*CONSERVATION VALUES* shall mean the intrinsically valuable or ecologically desirable aspects of the PROPERTY including, but not limited to the land's hydrologic function, geological features, diversity of flora and fauna, wildlife habitat value, educational and nature-based recreational opportunities, cultural history, and overall ecological integrity.

*CONTRACT* shall mean the Commercial Real Estate Purchase and Sale Agreement for Camp McConnell Property, entered into by the COUNTY and BUYER on \_\_\_\_\_.

*COUNTY* shall mean the **Party of the First Part**, which is Alachua County, a charter county and a political subdivision of the State of Florida.

*EFFECTIVE DATE* shall mean the date this County Deed is executed by the County.

*EXCAVATION* shall include, without limitation, digging, dredging, moving and mining of material(s) including any such liquids or gases extracted by well, pump, or pipeline, from above or below the surface of the PROPERTY, whether or not the materials remain on the PROPERTY.

*FILLING* shall mean the placement of soil, dirt, sand, clay or similar material on land for any purpose including, without limitation, raising the level of the land or low-lying features of the land such as a depression, pond, stream or ditch.

*BUYER* shall mean the **Party of the Second Part**, which is Friendship Circle of North Broward and South Palm Beach, Inc.

*MINERALS* shall include, without limitation, all oil, gas, and other liquid or gaseous hydrocarbons, including, without limitation, all oil, gas, and other liquid or gaseous hydrocarbons from or within coal, lignite or shale seams, beds or formations; coal, lignite and peat; base and precious metals; ores and industrial minerals; helium; geothermal resources including, without limitation, hydro pressured reservoirs, geopressed reservoirs, steam and other gases, hot water, hot brine, heat, natural gas dissolved in formation water and any associated energy found in such formation water; fissionable source materials; phosphate; sand; heavy mineral sands including, without limitation, Ilmenite, Leucoxene, Rutile, Staurolite and Zircon; clays including, without limitation, common clay; gravel; limestone; humus; marble; granite; gemstones and other

miscellaneous materials such as feldspar, fluorspar, gypsum, silica rock, borax, sulphur, alum, carbonate and nitrate of soda, and salt.

*OWNER* or *OWNERS* shall mean the *BUYER*, its successors and assigns, and all other persons or entities which may come to own any interest in the *PROPERTY*, or any portion thereof, by any reason. Provided that this term shall not include the *COUNTY* or its successors and assigns to the *CONSERVATION EASEMENT*.

*PERMITTED STRUCTURES* shall mean: (i) *STRUCTURES* presently existing outside of the *ACTIVITY AREA* depicted in Exhibit "A-1" and as detailed in the *BASELINE REPORT* (these *STRUCTURES* may be maintained, repaired or replaced by a structure that is of a substantially similar size at its present location), (ii) recreational trails to be constructed outside of the *ACTIVITY AREA* depicted in Exhibit "A-1" that are consistent with the provisions herein, and (iii) existing *STRUCTURES* within the *ACTIVITY AREA* (these *STRUCTURES* may be maintain, repaired or replaced) and proposed new *STRUCTURES* within the *ACTIVITY AREA* depicted in Exhibit "A-1" and that are consistent the provisions herein and then current approved Management Plan.

*REGULATORY PERMIT* shall mean all permits required by all applicable Federal, State and/or local laws, ordinances, rules and regulations, for the development or use of real property, including, without limitation, all water use permits, environmental resource permits, wastewater, septic tank, air quality and all other permits allowing emissions into the air or water, permits to relocate endangered or threatened species, burn permits, mining, extraction and severance permits, building permits, zoning permits, subdivision approvals, rezonings, certifications, special exceptions, variances, comprehensive plan amendments and all similar permits. This term shall include all modifications and renewals of such permits regardless of whether the original permit was issued before or after the *EFFECTIVE DATE*. This term shall not include hunting and fishing licenses issued to individuals.

*STRUCTURES* shall include, without limitation, buildings, mobile homes, campers, barns, sheds, boardwalks, decks, outhouses, signs, billboards or other advertising, utilities, dirt roads, improved roads, recreational trails, firebreaks, bridges, asphalt or concrete pavement, antennas, towers, lights, power poles, fences, gates, posts, ditches, dams, dikes, ponds (man-made), wells, above-ground and below-ground tanks (fuel and storage), above-ground and below-ground septic tanks and sewage treatment systems and above-ground and below-ground pipes and irrigation systems. Provided that this term shall not include duck blinds, deer stands and similar structures.

*TIMBER* shall include, without limitation, living, dead, standing, fallen, severed, burned, unburned, damaged, undamaged, diseased and disease-free trees.

*VEGETATION* shall include, without limitation, living, dead, standing, fallen, severed, burned, unburned, damaged, undamaged, diseased and disease-free plants, shrubs, or other vegetation, not including timber.

*WASTE MATERIAL* shall include, without limitation, solid waste, liquid waste, sludge, soil, trash, garbage, litter, yard waste, animal waste, ashes, medical waste, hazardous substances, pollutants or contaminants, including but not limited to those as defined by the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., or the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (1980), as amended by the Superfund Amendments and Reauthorization Act of 1986, or any other Federal, Florida, or local government law, ordinance, regulation or restriction defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, or any other toxic, unsightly, or offensive materials.

2. **PURPOSE:** The purpose of this CONSERVATION EASEMENT is to assure that the portions of the PROPERTY outside of the ACTIVITY AREA, as depicted in Exhibit "A-1," will be protected and remain forever in their existing natural condition and to prevent any use of the PROPERTY that will adversely impact, degrade, impair or interfere with ECOLOGICAL VALUE of the PROPERTY and to confine the use of the PROPERTY to such uses as are consistent with this CONSERVATION EASEMENT and with the then current approved Management Plan.
3. **RESTRICTIONS ON USE OF THE PROPERTY:** After the EFFECTIVE DATE, no OWNER shall take any action, do anything or knowingly permit anyone else to do anything inconsistent with the purpose of this CONSERVATION EASEMENT. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited on, over, or under any portion of the PROPERTY:
  - 3.1 The PROPERTY shall only be used as a campground and conference center and shall not be used for any other purposes. OWNER shall obtain and maintain accreditation through the American Camp Association ("ACA"), an alternative accrediting organization acceptable to the County or, in the event the ACA or the alternative accrediting organization ceases to exist, a successor or equivalent organization acceptable to the COUNTY. All activities and operations on the ACTIVITY AREA shall be detailed in a Management Plan, the form outline of which is attached as **Exhibit "A-2"**. Owner shall submit its proposed Management Plan to the County within 365 days of the recording of this County Deed. The Management Plan is subject to the review and approval of the COUNTY to ensure compliance with the terms, conditions, and intent of this CONSERVATION EASEMENT, and shall not become effective until approved by the COUNTY. The COUNTY shall notify the OWNER of its approval of the proposed Management

Plan, or of any items that the COUNTY determines to be non-compliant with the CONSERVATION EASEMENT. The OWNER shall revise and resubmit for COUNTY approval any proposed Management Plan determined by the COUNTY to contain any non-compliant items. The COUNTY and OWNER shall meet in January of each year to review activities and operations from the previous year and those planned by OWNER for the current calendar year. OWNER shall submit an updated and revised Management Plan to the COUNTY for review and approval every 5 years.

- 3.2 Construction or placement of STRUCTURES, other than the PERMITTED STRUCTURES.
- 3.3 EXCAVATION or FILLING, except as necessary within the ACTIVITY AREA for the construction or maintenance of PERMITTED STRUCTURES.
- 3.4 FILLING, except as necessary within the ACTIVITY AREA for the construction or maintenance of PERMITTED STRUCTURES.
- 3.5 The storage, dumping, placing, or disposal of WASTE MATERIAL, except the temporary storage of solid waste and the disposal of wastewater associated with normal use of the PROPERTY as a camp or conference center, all of which shall be in compliance with all applicable local, state and federal laws.
- 3.6 Removal or destruction of TIMBER or VEGETATION, except as may be expressly set out in this CONSERVATION EASEMENT, an approved Management Plan described in paragraph 3.1, or otherwise agreed between the OWNERS and the COUNTY in advance and reflected in a writing executed by both parties.
- 3.7 Exploration for, or EXCAVATION of, MINERALS.
- 3.8 Any activity that would adversely impact the overall natural condition of the PROPERTY as documented in the BASELINE REPORT.
- 3.9 Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation. Such prohibited activities shall include, without limitation:

3.9.1 Any activity or use which could cause erosion, siltation or change of topography;

3.9.2 Any activity which has the effect of disrupting, altering, polluting, depleting, or extracting any existing surface or

subsurface water flow or features;

3.9.3 The use of pesticides or biocides, including, without limitation, insecticides, fungicides, rodenticides and herbicides, in a manner that is inconsistent with the then applicable BMP's (if any) or current label instructions, or that will or is known to harm or diminish surface or ground water quality; and,

3.9.4 The introduction of exotic plant or animal species.

3.10 Acts or uses detrimental to the CONSERVATION VALUES of the PROPERTY.

3.11 Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

3.12 Subdivide the Property or sell portions of the PROPERTY.

3.13 Alteration of the PROPERTY except in compliance with this CONSERVATION EASEMENT and an approved Management Plan.

4. **OWNERS' RETAINED RIGHTS:** The OWNERS shall have all rights as owners of the PROPERTY, including the right to engage all uses of the PROPERTY that are not expressly prohibited herein, described in an approved Management Plan, and are not inconsistent with the purpose of this CONSERVATION EASEMENT. Notwithstanding anything else herein to the contrary, it shall not be deemed inconsistent with the purpose of this CONSERVATION EASEMENT for the OWNERS, and the OWNERS' guests, to:

4.1 Freely come, go, remain on and roam the PROPERTY for extended periods of time.

4.2 Construct, reconstruct, replace, repair and maintain the PERMITTED STRUCTURES. Provided nothing herein relieves the OWNERS from the responsibility of complying with all applicable regulations and obtaining all necessary REGULATORY PERMITS for such activities, from all applicable local, state and federal regulatory agencies, including the COUNTY.

4.3 Construct and maintain duck blinds, deer stands and similar structures within the PROPERTY for the purposes of hunting or nature study.

4.4 Conduct controlled burning on the PROPERTY. Provided nothing herein relieves the OWNERS from the responsibility of complying with all applicable regulations and obtaining all necessary REGULATORY PERMITS for such burning from the Florida Forest Service or otherwise.

- 4.5 Hunt, harvest, remove, observe, maintain and photograph fish and wildlife on the PROPERTY in compliance with all federal, state and local laws, rules and regulations concerning such activities.
  - 4.6 Introduce and stock the PROPERTY with fish, game and fowl in compliance with all federal, state and local laws, rules and regulations concerning such activities. Provided that, except as may be specifically authorized by the COUNTY in advance and by a writing executed by both parties, the PROPERTY may only be stocked with native species of fish, game, or fowl.
  - 4.7 Feed, care for, and maintain the naturally occurring and stocked fish, game and fowl in compliance with all federal, state and local laws, rules and regulations concerning such activities.
5. **RESTRICTIONS ON ALIENATION:** The OWNERS shall retain the right to sell, grant, convey, transfer, gift, and/or donate the entire PROPERTY only, subject to the Conservation Easement reserved unto the County.
- 5.1 The OWNERS shall ensure that all subsequent deeds or other instruments conveying or transferring any interest in the PROPERTY contain a notice of this CONSERVATION EASEMENT, showing the recording information therefor. Such notice shall be in substantially the following form:

“NOTICE IS GIVEN that a recorded Conservation Easement places certain restrictions on the subject property. Such Conservation Easement is recorded in the public records of Alachua County, Florida at O.R. Book \_\_\_\_\_ Page \_\_\_\_\_.”
  - 5.2 Upon becoming an OWNER, the subsequent OWNER shall furnish the COUNTY with the OWNER's name and contact information so that the COUNTY may properly notice and communicate with such subsequent OWNER regarding the CONSERVATION EASEMENT.
  - 5.3 In the event the PROPERTY becomes owned by more than one OWNER at the same time (by operation of law, court order or otherwise), those OWNERS must select one OWNER to receive all notices from the COUNTY concerning the PROPERTY and authorize that OWNER to act on behalf of the other OWNERS and to accept service of process in any legal action or administrative proceeding filed by the COUNTY. Should the then OWNERS fail or refuse to name one OWNER to comply with the terms hereof, then the COUNTY may, by petitioning a court of competent jurisdiction in Alachua County, Florida, request the court to appoint one of the OWNERS to be the one OWNER who, on behalf of the other OWNERS, accepts notice, acts for the other OWNERS and accepts

service of process.

6. **WAIVER OF RIGHT TO PARTITION PROPERTY:** The BUYER forever waives, and all subsequent OWNERS shall not have, the right to partition the PROPERTY "in kind".

7. **RIGHT OF FIRST REFUSAL:**

7.1 If an OWNER desires to sell its interest in the PROPERTY, or any portion of which may be sold under the terms of this CONSERVATION EASEMENT, and receives from a third party (the "POTENTIAL BUYER") a bona fide offer for the purchase the same, the OWNER and the POTENTIAL BUYER shall enter into and execute a written contract for the purchase and sale of the same ("CONTRACT"), containing all of the terms of such purchase and sale, subject to the COUNTY's right of first refusal as set out herein. The OWNER shall then provide a copy of the CONTRACT to the COUNTY along with written notice that the COUNTY has sixty (60) days after the receipt of the notice to consider the terms of the offer under this right of first refusal.

7.2 At any time during the 60-day consideration period, the COUNTY may elect to purchase the OWNER's interest in the PROPERTY for the same price, terms and conditions as contained in the CONTRACT. Such election shall be made by written notice to the OWNER. Within 120 days thereafter, the OWNER and the COUNTY shall enter into a formal contract for purchase and sale of the PROPERTY. The parties agree the consideration paid for this CONSERVATION EASEMENT shall not be applied to the purchase price of the PROPERTY.

7.3 If the COUNTY fails to provide written notice to the OWNER within the 60-day consideration period, the COUNTY shall have waived only its right of first refusal, and the OWNER may proceed with selling its underlying interests in the PROPERTY to the POTENTIAL BUYER, subject to the rights contained in this CONSERVATION EASEMENT. The COUNTY shall, upon request, provide a written acknowledgment of its waiver of its right of first refusal for closing purposes.

8. **TRANSFERABLE RIGHTS:** The COUNTY may assign or transfer its interest herein to any other lawfully constituted and authorized governmental body whose statutory authority and purposes include conservation of land or water area or the preservation of sites or properties; provided that the then OWNERS shall be given 30 days advance written notice of such transfer.

9. **TAXES ON THE PROPERTY:** The OWNERS shall pay all ad valorem or other taxes and assessments which may now or hereinafter be assessed or charged against the PROPERTY. However, regardless of such payment, pursuant to

Sections 197.572 and 704.06(4), Florida Statutes, as amended, all provisions of this CONSERVATION EASEMENT shall survive and be enforceable after the issuance of a tax deed for the PROPERTY.

**10. ADDITIONAL RIGHTS OF THE COUNTY:** To accomplish the purpose of this CONSERVATION EASEMENT, the following additional rights are reserved to the COUNTY:

- 10.1 To preserve and protect the CONSERVATION VALUES of the PROPERTY, as defined in this CONSERVATION EASEMENT.
- 10.2 The COUNTY and its officers, employees, agents, contractors and guests, shall have the right (but not the obligation) to enter and remain on the PROPERTY in a reasonable manner and at reasonable times for all legal purposes, including, without limitation, (i) access and inspection of the PROPERTY to ensure compliance with this CONSERVATION EASEMENT and (ii) to conduct management activities that the COUNTY considers necessary to protect CONSERVATION VALUES on the PROPERTY, including but not limited to the control of invasive exotic species, taking or trapping of animals, and prescribed burning. The COUNTY shall give reasonable advance notice of such entry to the OWNERS which shall be defined as 30 days written notice for active management activities and 2 days written notice for all other reasons (e.g., inspections), except in the event of fire, natural disaster, or other urgent circumstances threatening the PROPERTY or CONSERVATION VALUES thereon. Unless initiated in the event of fire, natural disaster, or other urgent circumstances threatening the PROPERTY or CONSERVATION VALUES, management activities by the COUNTY shall not unreasonably interfere with the OWNERS use of the PROPERTY.
- 10.3 The COUNTY's inspections of the PROPERTY, if any, and all inspection reports generated therefrom, if any, shall be for the COUNTY's use only. (Although the OWNERS may receive copies of any inspection reports if they wish.) Nothing said by any COUNTY agent or employee during these inspections nor contained in any inspection report, may be relied upon by the OWNERS as construing or modifying the terms of this CONSERVATION EASEMENT or waiving any of the COUNTY's rights therein. The COUNTY shall retain the right to pursue all legal remedies for any failure to comply with the terms of this CONSERVATION EASEMENT regardless of whether such failure was listed or not listed on any particular inspection report or reports or noted by any inspector.
- 10.4 The OWNER agrees to reimburse the COUNTY an amount up to \$7,000.00 per fiscal year (*i.e.*, October 1 through September 30) for the cost of the COUNTY's management activities on the PROPERTY. The COUNTY shall invoice the OWNER for such management activities and

OWNER shall pay said invoice within 30 days of its receipt of same, up to the total amount of \$7,000.00 per fiscal year.

11. **CONSERVATION EASEMENT TO BE PERPETUAL:** This CONSERVATION EASEMENT shall be perpetual.
12. **CONSERVATION EASEMENT SHALL RUN WITH THE LAND:** This CONSERVATION EASEMENT shall run with the land and be binding on all subsequent OWNERS. No right of access by the general public to any portion of the PROPERTY is conveyed by the CONSERVATION EASEMENT.
13. **SUBORDINATION OF LIENS:** OWNER agrees that if the PROPERTY is subject to a mortgage lien or any other form of lien or security pertaining to the PROPERTY, OWNER shall provide recorded or recordable documentation to verify that such lien or security interest is subordinate to this CONSERVATION EASEMENT.
14. **LIABILITY OF THE COUNTY:** Pursuant to Section 704.06(10), Florida Statutes, as amended, owning or holding this CONSERVATION EASEMENT does not subject the COUNTY to any liability for any damage or injury that any person may suffer on the EASEMENT AREA or due to the condition of the PROPERTY. The OWNERS hereby assume all liability for any injury or damage to the person or property of third parties which may occur on the PROPERTY arising from the OWNERS' ownership of the PROPERTY. Neither the OWNERS, nor any person or entity claiming by or through the OWNERS, shall hold the COUNTY liable for any damage or injury to person or personal property which may occur on the PROPERTY. OWNERS shall hold harmless, indemnify and defend COUNTY from and against all liabilities, penalties, costs, losses, damages, expenses causes of action, claims, demands or judgments, including attorneys' fees, arising from or in any way connected with: 1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the PROPERTY, regardless of cause; 2) costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the PROPERTY, including but not limited to the maintenance of adequate comprehensive general liability coverage, payment of taxes, and keeping the PROPERTY free of liens; and 3) the existence or administration of this CONSERVATION EASEMENT.
15. **COMPLIANCE WITH ALL LAWS:** The OWNERS shall not use the PROPERTY nor allow anyone else to use the PROPERTY in any way which is contrary to any applicable Federal, State or local law, ordinance, rule or regulation.
16. **ACTIVITIES THAT REQUIRE REGULATORY PERMITS:** Without the prior written consent of the COUNTY, the OWNERS shall not engage in any activity, nor allow anyone else to engage in any activity, on the PROPERTY that may not be lawfully engaged in without a REGULATORY PERMIT. Nothing in this

CONSERVATION EASEMENT exempts the OWNER from laws or regulations requiring the OWNER to obtain regulatory permits, where applicable. COUNTY consent to any such activity the OWNER wishes to undertake, and this CONSERVATION EASEMENT shall serve as an additional requirement, and not supplant lawful permitting regulations or procedures to which the OWNER is subject.

17. **ENFORCEMENT OF THIS CONSERVATION EASEMENT:** If the COUNTY determines that an OWNER is in violation of the terms of this CONSERVATION EASEMENT, it may take any of the following actions, after 30 days' written notice to the OWNER to correct the violation: 1) COUNTY may itself correct the violation, including but not limited to restoration of any portion of the PROPERTY affected to the condition that existed prior to the violation, and demand payment from OWNER for all costs associated with such action; or 2) COUNTY may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this CONSERVATION EASEMENT, for specific performance, to temporarily or permanently enjoin the violation, recover damages for violation of this CONSERVATION EASEMENT, including but not limited to, the costs of restoration, and any other damages permitted by law. In any enforcement action COUNTY shall not be required to prove either actual damages or the inadequacy of otherwise available remedies. COUNTY'S remedies shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.
18. **COUNTY'S DISCRETION IN ENFORCEMENT:** The COUNTY may enforce the terms of this CONSERVATION EASEMENT and an approved Management Plan at its discretion, but if the COUNTY declines to exercise its rights under this CONSERVATION EASEMENT or an approved Management Plan, the COUNTY's forbearance shall not be construed to be a waiver by the COUNTY of such term, or of any subsequent breach of the same, or any other term of this CONSERVATION EASEMENT, or of any of the COUNTY's rights under this CONSERVATION EASEMENT. No delay or omission by the COUNTY in the exercise of any right or remedy upon any breach of this CONSERVATION EASEMENT shall impair such right or remedy or be construed as a waiver. The COUNTY shall not be obligated to the OWNERS, or to any other person or entity, to enforce the provisions of this CONSERVATION EASEMENT. OWNER hereby waives any defense of laches, estoppel, or prescription.
19. **NOTICES; REFERENCES:** All notices, consents approvals or other communications hereunder shall be in writing and shall be deemed properly given as of the second business day after mailing if sent by United State certified mail, return receipt requested, or by overnight mail service (e.g. FedEx, UPS), addressed to the appropriate party or successor-in-interest, at the address above set forth or such new addresses as either party may in writing deliver to the other. References in this CONSERVATION EASEMENT to the COUNTY or BUYER include their successors-in-interest.

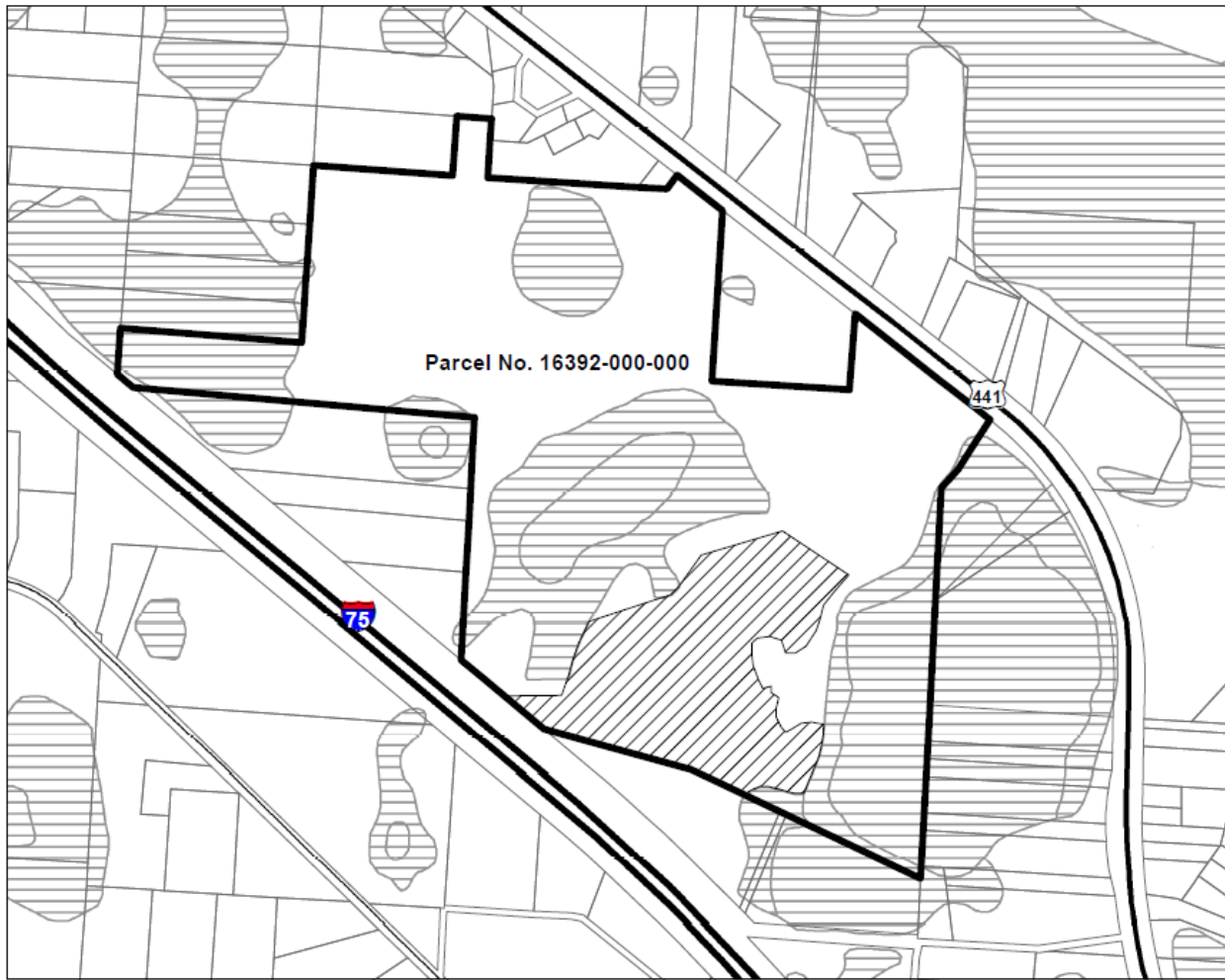
20. **GOVERNING LAW:** This CONSERVATION EASEMENT shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws rules.
21. **VENUE AND JURISDICTION OF LITIGATION:** The exclusive venue and jurisdiction for any litigation enforcing, construing or relating to this CONSERVATION EASEMENT shall be the Circuit Court or the County Court in and for Alachua County, Florida. If under applicable law exclusive jurisdiction over any such matters is vested in the federal courts, then exclusive jurisdiction and venue shall be in the United States District Court for the Northern District of Florida.
22. **ATTORNEYS FEES AND COSTS:** If a legal action is brought to enforce or construe any provision of this CONSERVATION EASEMENT, the prevailing party shall recover its costs, expenses and reasonable attorney's fees incurred therein from the non-prevailing party.
23. **WAIVER OF JURY TRIAL:** The COUNTY and the OWNERS forever waive any and all right to trial by jury in any legal proceeding arising out of or relating to this CONSERVATION EASEMENT and agree to have any such actions decided by a judge alone, without a jury.
24. **NO WAIVER OF SOVEREIGN IMMUNITY:** Notwithstanding anything else herein to the contrary, nothing herein shall be construed to waive, impair, limit or to otherwise affect the COUNTY's sovereign immunity and/or the protections given the COUNTY under Section 768.28, Florida Statutes.
25. **ANY MODIFICATIONS TO THIS CONSERVATION EASEMENT SHALL BE IN WRITING:** This CONSERVATION EASEMENT shall only be revoked, abandoned, modified, or released by a written agreement that is executed by both parties with the same formalities as this CONSERVATION EASEMENT and recorded in the official records of Alachua County, Florida.
26. **CONSTRUCTION OF CONSERVATION EASEMENT:** This CONSERVATION EASEMENT is the product of negotiation between the parties, thus the terms of this CONSERVATION EASEMENT shall not be construed against either party as the drafter. Any general rule of construction notwithstanding, this CONSERVATION EASEMENT shall be liberally construed in favor of the grant to affect the purposes of this CONSERVATION EASEMENT and the policy and purpose of Section 704.06, Florida Statutes. If any provision of this CONSERVATION EASEMENT or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this CONSERVATION EASEMENT, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

27. **INTEGRATION CLAUSE:** This CONSERVATION EASEMENT contains the entire agreement between the parties and supersedes all prior contracts, agreements or understandings between the parties. Each party represents and warrants to the other that no contract, agreement or representation on any matter exists between the parties except as expressly set out herein.
28. **NO THIRD PARTY RIGHTS:** The provisions of this CONSERVATION EASEMENT are for the sole and exclusive benefit of the COUNTY and the OWNERS and no provision of this CONSERVATION EASEMENT is for the benefit of any other person or entity. There shall be no third party rights of enforcement of this CONSERVATION EASEMENT.

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**EXHIBIT “A-1” to COUNTY DEED**  
(Figure Depicting the PROPERTY and the ACTIVITY AREA)

# Camp McConnell



## Legend

- PROPERTY
- ACTIVITY AREA
- NWI Wetlands

## Major Roads

- County
- Interstate
- Highway
- State Road



0 500 1,000 2,000 3,000 Feet

DISCLAIMER: This map and the spatial data it contains are made available as a public service, to be used for reference purposes only. The Alachua County Environmental Protection Department provides this information AS IS without warranty of any kind. The quality of the data is dependent on the various sources from which each data layer is obtained.

**EXHIBIT “A-2” to COUNTY DEED**  
(Management Plan Format)

- 1. INTRODUCTION**
- 2. PURPOSE AND SCOPE**
- 3. PROPERTY DESCRIPTION**
- 4. ACTIVITY AREA MANAGEMENT PLAN**
  - a. Recreational Use and Visitor Programs**
    - i. Overnight Camping**
    - ii. Conferences and Day Use**
    - iii. Other Uses**
    - iv. Opportunities for Alachua County Residents**
  - b. Maintenance Activities**
    - i. Capital Maintenance Projects**
    - ii. Grounds and Amenities**
    - iii. Activities in the Natural Area**
  - c. Development and Construction**
    - i. Buildings**
    - ii. Support Infrastructure**
    - iii. Grounds and Amenities**

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### **EXHIBIT 3 Survey**

**See attached PDF**

## Exhibit 4: County's Title Insurance Policy dated July 24, 2017

### OWNER'S POLICY OF TITLE INSURANCE

(with Florida Modifications)



Policy Number **OXFL-08595746** File Number: **16103335**

Issued by Old Republic National Title Insurance Company

**Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.**

#### COVERED RISKS

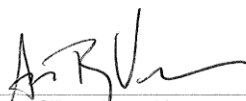
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:



1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

In Witness Whereof, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory of the Company.

Countersigned: **Policy Issuer:**  
**GREENBERG TRAURIG, P.A.**  
**777 S. FLAGLER DR., #300 EAST**  
**WEST PALM BEACH, FL 33401**  
**PHONE: (561) 650-7933**

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

  
\_\_\_\_\_  
Authorized Officer or Licensed Agent

By  President  
Attest  Secretary

ORT Form 4309 FL  
ALTA Owners Policy of Title Insurance 6-17-06 (with Florida Modifications)

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
  7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
  8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
  9. Title being vested other than as stated in Schedule A or being defective
    - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
    - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      - (i) to be timely, or
      - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
  10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
- The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

## CONDITIONS

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
- (i) The term "Insured" also includes
  - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
  - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
  - (C) successors to an Insured by its conversion to another kind of Entity;
  - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
    - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
    - (2) if the grantee wholly owns the named Insured,
    - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
    - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
- (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to

purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

### 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

### 4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

### 5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

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All TA Owners Policy of Title Insurance 6-17-06 (with Florida Modifications)

Page 3

## CONDITIONS (con't)

### 6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

### 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.  
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.  
Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.  
(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this

policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or  
(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

### 8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of  
(i) the Amount of Insurance; or  
(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,  
(i) the Amount of Insurance shall be increased by 10%, and  
(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

### 9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

### 10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

## CONDITIONS (con't)

### 11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

### 12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

### 13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

### 14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of a controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

### 15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

### 16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

### 17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

### 18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499, Phone: 612-371-1111.

## Schedule A

OWNER'S POLICY



Issued by Old Republic National Title Insurance Company  
400 Second Avenue South  
Minneapolis, MN 55401 -2499  
( 612) 371-1111

File No.: 16103335

Policy No.: OXFL-08595746

Address Reference: 5201 NW 34<sup>th</sup> Boulevard, Gainesville, Florida

Amount of Insurance: \$1,027,000.00

Premium: \$5,142.50

Date of Policy: July 24, 2017 at 3:06 p.m.

1. Name of Insured: Alachua County, a charter county and political subdivision of the State of Florida
2. The estate or interest in the Land that is insured by this policy is: Fee Simple as shown by instrument recorded in Official Records Book 4533, Page 591
3. Title is vested in: Alachua County, a charter county and political subdivision of the State of Florida
4. The Land referred to in this policy is described as follows:

#### PARCEL ONE:

LOT TWENTY-ONE (21) AND LOT FORTY (40) OF THE LEITNER TRACT, BEING A SUBDIVISION OF LOTS EIGHT (8) AND NINE (9), OF THE MOSES E. LEVY GRANT, ACCORDING TO PLAT THEREOF RECORDED IN DEED BOOK "J" AT PAGE 645 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, LESS THAT REAL PROPERTY DESCRIBED IN DEEDS RECORDED IN OFFICIAL RECORDS BOOK 72, PAGE 155, OFFICIAL RECORDS BOOK 77, PAGE 223, OFFICIAL RECORDS BOOK 1078, PAGE 580, OFFICIAL RECORDS BOOK 1084, PAGE 514, OFFICIAL RECORDS BOOK 1091, PAGE 162, OFFICIAL RECORDS BOOK 1144, PAGE 543, OFFICIAL RECORDS BOOK 1177, PAGE 22, OFFICIAL RECORDS BOOK 1328, PAGE 949, OFFICIAL RECORDS BOOK 1341, PAGE 221, OFFICIAL RECORDS BOOK 1735, PAGE 905 AND OFFICIAL RECORDS BOOK 1917, PAGE 1780, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA. LESS ROAD RIGHTS-OF-WAY.

#### PARCEL TWO:

BEGIN AT THE SOUTHEAST CORNER OF LOT 22 AND RUN WEST 188 FEET THENCE RUN NORTH 114 FEET TO STATE HIGHWAY NO. 2, THENCE RUN SOUTHEAST 150 FEET, THENCE RUN SOUTH TO THE POINT OF BEGINNING, LYING IN LOT 22 OF THE LEITNER TRACT, A SUBDIVISION OF LOTS 8 AND 9 OF THE MOSES E. LEVY GRANT, AS PER PLAT RECORDED IN DEED BOOK "J", PAGE 645, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY AS PER OFFICIAL RECORDS BOOK 4, PAGE 577, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

ALSO, LOT 39 OF THE LEITNER TRACT, A SUBDIVISION OF LOTS 8 AND 9 OF THE MOSES E. LEVY GRANT, AS PER PLAT RECORDED IN DEED BOOK "J", PAGE 645 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY AS PER OFFICIAL RECORDS BOOK 4 PAGE 577, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

PARCEL THREE:

COMMENCE AT THE SOUTHEAST CORNER OF LOT THIRTY-EIGHT (38) OF THE LEITNER TRACT, A SUBDIVISION OF LOT EIGHT (8) OF MOSES E. LEVY GRANT, THENCE NORTH 85 DEGREES 15 MINUTES WEST ALONG SOUTH LINE OF SAID LOT 8.75 CHAINS TO CORNER, THENCE NORTH 4 DEGREES 45 MINUTES EAST 14.97 CHAINS TO CORNER ON SOUTH SIDE OF STATE HIGHWAY NO. 2, THENCE SOUTH 51 DEGREES EAST, PARALLEL TO SAID HIGHWAY 15.00 CHAINS TO CORNER, THENCE SOUTH 22 DEGREES 30 MINUTES WEST 6.36 CHAINS TO CORNER, THENCE NORTH 85 DEGREES 15 MINUTES WEST ON SOUTH LINE OF LOT THIRTY-SEVEN (37) OF SUBDIVISION OF SAID LOT EIGHT (8) OF MOSES E. LEVY GRANT 1.15 CHAINS TO POINT OF BEGINNING; BEING IN LOTS 37 AND 38 OF SUBDIVISION OF LOT 8 OF MOSES E. LEVY GRANT, TOWNSHIP 11 SOUTH, RANGE 20 EAST, AS PER PLAT RECORDED IN DEED BOOK "J", PAGE 645, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; EXCEPT RAIL-ROAD RIGHT-OF-WAY AND LESS ROAD RIGHT-OF-WAY.

ALSO: ALL OF LOTS FORTY-TWO (42), FORTY-THREE (43), FIFTY-EIGHT (58) AND ALL OF LOT FIFTY-NINE (59), SAVE AND EXCEPT SIXTEEN AND 3/8 ACRES ON THE WEST SIDE OF LOT FIFTY-NINE, AND

ALSO THE FOLLOWING DESCRIBED THREE TRACTS BEING A PART OF THE SIXTEEN AND 3/8 ACRE TRACT EXCEPTED ABOVE, TO-WIT:

BEGINNING ON THE DIVIDING LINE BETWEEN THE LANDS OF J. H. EMERSON AND L. J. MONTGOMERY IN LOT FIFTY-NINE (59) OF THE LEITNER TRACT AT A POINT FIFTEEN FEET SOUTH OF THE CENTER OF THE GAINESVILLE ROCKY POINT & MICANOPY (G. R. P. & M.) RY TRACK WHERE IT CROSSES SAID DIVIDING LINE AND RUNNING THENCE SOUTHWARD ONE HUNDRED FIFTY (150) FEET; THENCE WESTWARD TWO HUNDRED (200) FEET; THENCE NORTHWARD ONE HUNDRED NINETY-EIGHT (198) FEET TO A POINT FIFTEEN FEET SOUTH OF CENTER OF MAIN LINE OF RAILROAD TRACK; THENCE EASTWARD ALONG A LINE FIFTEEN FEET SOUTH OF SAID RAILROAD TRACK TWO HUNDRED FORTY-ONE (241) FEET TO POINT OF BEGINNING.

ALSO COMMENCING AT THE SOUTHWEST CORNER OF LOT KNOWN AS THE PACKING HOUSE LOT, THE SAID LOT LYING IN LOT FIFTY-NINE (59) OF THE LEITNER TRACT AND BEING THAT LOT FORMERLY CONVEYED BY J. R. EMERSON TO L. J. MONTGOMERY, THENCE WESTWARDLY ALONG A LINE AT RIGHT ANGLES TO THE WEST BOUNDARY LINE OF SAID PACKING HOUSE LOT FIFTY (50) FEET; THENCE NORTHWARD ALONG A LINE TO PARALLEL TO SAID WEST BOUNDARY LINE TO THE GAINESVILLE & GULF (G. & G.) R. R. RIGHT-OF-WAY; THENCE EAST FIFTY (50) FEET TO THE NORTHWEST CORNER OF SAID PACKING HOUSE LOT; THENCE SOUTH TO POINT OF BEGINNING; AND,

ALSO BEGINNING AT THE SOUTHEAST CORNER OF THE MONTGOMERY PACKING HOUSE LOT IN LOT FIFTY-NINE (59) OF THE LEITNER TRACT AND RUN SOUTH SIXTY-ONE YARDS TO A POST IN CENTER OF A DRAINWAY; THENCE IN A NORTHWESTERLY DIRECTION ALONG OR NEAR TO SAID DRAINWAY TO SOUTHWEST CORNER OF LAND FORMERLY PURCHASED BY MONTGOMERY FROM EMERSON; THENCE EASTWARD TO BEGINNING, SAID LOT BEING TRIANGULAR IN SHAPE, EXCEPT RAILROAD RIGHT- OF- WAY.

ALL OF THE ABOVE-DESCRIBED LANDS BEING IN THE LEITNER TRACT, A SUBDIVISION OF LOTS 8 AND 9 OF THE M.E. LEVY GRANT IN TOWNSHIP ELEVEN (11) SOUTH, RANGE TWENTY (20) EAST AS PER PLAT RECORDED IN DEED BOOK "J", PAGE 645, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

LESS THAT TRACT OF LAND AS PER OFFICIAL RECORDS BOOK 92, PAGE 557, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

LESS THE RIGHTS OF WAY OF SE 134TH AVENUE AND INTERSTATE HIGHWAY NO. 75 AND ANY PROPERTY LYING SOUTH AND WEST OF SAID RIGHTS OF WAY.

PARCEL FOUR:

THAT PART OF LOT FORTY-FOUR (44) OF LEITNER TRACT OF LOTS EIGHT (8) AND NINE (9) OF LEVY GRANT AS RECORDED IN DEED BOOK "J", PAGE 645, OF PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, LYING WEST OF THE ATLANTIC COAST LINE (ACL) R/W ABANDONED TRACKS.

PARCEL FIVE:

COMMENCE AT THE SOUTHWEST (SW) CORNER OF LOT THIRTY-EIGHT (38) OF THE LEITNER TRACT (TRACK) OF LOTS EIGHT (8) AND NINE (9) OF THE LEVY GRANT IN TOWNSHIP ELEVEN (11) SOUTH, RANGE TWENTY (20) EAST, IN ALACHUA COUNTY, FLORIDA, AS PER PLAT RECORDED IN DEED BOOK "J", PAGE 645 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND RUN THENCE NORTH 4° 45' EAST 6.793 CHAINS TO A STAKE THENCE SOUTH 85° EAST, 11.74 CHAINS TO A STAKE, THENCE SOUTH 5° 7' WEST 6.62 CHAINS TO A STAKE, THENCE NORTH 85° 53' WEST 11.712 CHAINS

TO THE POINT OF BEGINNING, BEING IN THE SOUTH PART OF SAID LOT THIRTY-EIGHT (38).  
ALL RAILROAD RIGHTS-OF-WAYS IN THE LAND IN LOTS 21, 40, 22, 39, 38, 42, 43, 58, 59 AND 44 OF THE LEITNER TRACT, A  
SUBDIVISION OF LOTS EIGHT (8) AND NINE (9) OF THE MOSES E. LEVY GRANT, AS PER PLAT RECORDED IN DEED BOOK  
"J", PAGE 645 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

LESS:

PARCEL TWO:

COMMENCE AT THE NW CORNER OF LOT 21 OF THE LEITNER TRACT, TOWNSHIP 11 SOUTH, RANGE 20 EAST, AND RUN S  
4° 34' 11" W ALONG THE WEST LINE OF SAID LOT 323.99 FEET TO THE P.O.B., THENCE CONTINUE SOUTH 4° 34' 11" W  
ALONG SAID WEST LINE 330 FEET, THENCE RUN SOUTH 86° 06' 19" E 991.13 FEET, THENCE RUN N 3° 35' 46" E 263.22 FEET,  
THENCE RUN N 37° 50' 46" E 80.48 FEET, THENCE RUN N 86° 06' 19" W 1030.81 FEET TO THE WEST LINE OF SAID LOT 21  
AND THE P.O.B. ALL LYING AND BEING IN LOT 21 OF THE LEITNER TRACT IN T 11 S - R 20 E, ALACHUA COUNTY, FLORIDA,  
AS PER PLAT RECORDED IN DEED BOOK "J", PAGE 645 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

LESS:

PARCEL THIRTEEN:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 21 OF THE LEITNER TRACT AND RUN NORTH 3 DEGREES 35 MINUTES  
46 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 3.57 FEET, THENCE RUN NORTH 86 DEGREES 06 MINUTES 19  
SECONDS WEST 198 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 86 DEGREES 06 MINUTES 19  
SECONDS WEST 792 FEET; THENCE RUN NORTH 3 DEGREES 35 MINUTES 46 SECONDS EAST 330 FEET; THENCE RUN  
SOUTH 86 DEGREES 06 MINUTES 19 SECONDS EAST 792 FEET, THENCE RUN SOUTH 3 DEGREES 35 MINUTES 46  
SECONDS WEST 330 FEET TO THE POINT OF BEGINNING. ALL LYING AND BEING IN LOT 21 OF THE LEITNER TRACT,  
TOWNSHIP 11 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA, AS PER PLAT RECORDED IN DEED BOOK "J", PAGE  
645 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

NOTE: ACTUAL ACREAGE CONTENT OR QUANTITY OF GROUND IS NEITHER INSURED NOR GUARANTEED,  
NOTWITHSTANDING ANY DESCRIPTIVE EXPRESSIONS OF SAME IN THIS LEGAL DESCRIPTION.

ALL OF THE FOREGOING ALSO DESCRIBED AS:

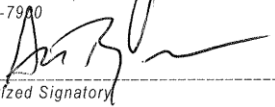
LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN LOTS 21, 22, 37, 38, 39, 40, 42, 43, 44, 58 AND 59 OF THE LEITNER TRACT, A SUBDIVISION OF  
LOT 8 AND LOT 9 OF THE MOSES E. LEVY GRANT, ACCORDING TO THE PLAT THEREOF RECORDED IN DEED BOOK "J",  
PAGE 645 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, IN TOWNSHIP 11 SOUTH, RANGE 20 EAST, BEING  
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 44 OF THE LEITNER TRACT BEING A 3"x3" CONCRETE MONUMENT  
(NO ID); THENCE S.86°39'49"E., 156.54 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING THE  
NORTHWESTERLY BOUNDARY OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4433, PAGE 1477 OF THE PUBLIC  
RECORDS OF ALACHUA COUNTY, FLORIDA AND A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY,  
HAVING A RADIUS OF 1,535.48 FEET, A CENTRAL ANGLE OF 09°33'09", AND A CHORD BEARING AND DISTANCE OF  
S.41°07'51"W., 255.70 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 256.00 FEET TO  
THE WESTERLY MOST CORNER OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4433, PAGE 1477; THENCE  
ALONG SAID WESTERLY BOUNDARY OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4433, PAGE 1477; OFFICIAL  
RECORDS BOOK 1889, PAGE 735; OFFICIAL RECORDS BOOK 2440, PAGE 1113; OFFICIAL RECORDS BOOK 4365, PAGE 2274;  
OFFICIAL RECORDS BOOK 4336, PAGE 2004; OFFICIAL RECORDS BOOK 1679, PAGE 1977; OFFICIAL RECORDS BOOK 4011,  
PAGE 1259; OFFICIAL RECORDS BOOK 4104, PAGE 361; AND OFFICIAL RECORDS BOOK 4179, PAGE 1402 ALL IN THE  
PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, S.03°44'23"W., 2,076.12 FEET TO THE NORTHEASTERLY MOST  
CORNER OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2232, PAGE 2297 OF THE PUBLIC RECORDS OF ALACHUA  
COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY BOUNDARY, ALONG THE NORTHERLY BOUNDARY OF SAID  
LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2232, PAGE 2297 THE FOLLOWS THREE (3) COURSES: 1) N.65°24'40"W.,  
1,392.60 FEET; 2) THENCE N.69°36'54"W., 212.18 FEET; 3) THENCE N.73°15'13"W., 632.08 FEET TO THE WESTERLY MOST  
CORNER OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2232, PAGE 2297 AND NORTHERLY RIGHT OF WAY  
LINE OF S.W. 134 AVENUE (80' PUBLIC RIGHT OF WAY PER RIGHT OF WAY MAP SECTION 26260-2460); THENCE DEPARTING  
SAID NORTHERLY BOUNDARY ALONG SAID NORTHERLY RIGHT OF WAY LINE, N.51°29'46"W., 636.07 FEET TO THE  
SOUTHERLY MOST CORNER OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 3869, PAGE 1725 OF THE PUBLIC  
RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY, ALONG THE  
EASTERLY BOUNDARY OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3450, PAGE 1255; OFFICIAL RECORDS  
BOOK 1832, PAGE 957; AND OFFICIAL RECORDS BOOK 3869, PAGE 1725 ALL OF THE PUBLIC RECORDS OF ALACHUA


COUNTY, FLORIDA, N.03°22'19"E., 1,376.68 FEET TO NORTHEASTERLY CORNER OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 3450, PAGE 1255; THENCE DEPARTING SAID EASTERLY BOUNDARIES, ALONG NORTHERLY BOUNDARY OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 3450, PAGE 1255, N.86°07'39"W., 1,894.08 FEET TO A POINT ON THE AFORESAID NORTHERLY RIGHT OF WAY LINE OF S.W. 134 AVENUE, SAID POINT ALSO BEING THE WESTERLY MOST CORNER OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 3450, PAGE 1255; THENCE DEPARTING SAID NORTHERLY BOUNDARY, ALONG SAID NORTHERLY RIGHT OF WAY THE FOLLOWS (2) TWO COURSES: 1) N.50°20'33"W., 82.41 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 11,369.14 FEET, A CENTRAL ANGLE OF 00°14'06", AND A CHORD BEARING AND DISTANCE OF N.52°08'22"W., 46.63 FEET; 2) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 46.63 FEET TO THE WESTERLY BOUNDARY OF LOT 40 OF SAID LEITNER TRACT; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, ALONG SAID WESTERLY BOUNDARY, N.04°04'49"E., 258.16 FEET TO THE SOUTHWESTERLY CORNER OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 3328, PAGE 612 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY BOUNDARY, ALONG THE SOUTHERLY BOUNDARY OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 3328, PAGE 612, S.86°03'22"E., 1,007.05 FEET TO THE SOUTHEASTERLY CORNER OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3328, PAGE 612; THENCE DEPARTING SAID SOUTHERLY BOUNDARY, ALONG THE EASTERLY BOUNDARY OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3328, PAGE 612, OFFICIAL RECORDS BOOK 2884, PAGE 242, OFFICIAL RECORDS BOOK 1341, PAGE 221, OFFICIAL RECORDS BOOK 1078, PAGE 580 ALL OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, N.03°23'05"E., 989.22 FEET TO THE SOUTHWESTERLY CORNER OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4164, PAGE 533 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE DEPARTING SAID EASTERLY BOUNDARIES, ALONG THE SOUTHERLY BOUNDARY OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4164, PAGE 533, S.86°06'01"E., 791.82 FEET TO THE SOUTHEASTERLY CORNER OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4164, PAGE 533; THENCE DEPARTING SAID SOUTHERLY BOUNDARY, ALONG THE EASTERLY BOUNDARY OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4164, PAGE 533, N.03°39'43"E., 329.58 FEET TO THE NORTHEASTERLY CORNER OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4164, PAGE 533; THENCE DEPARTING SAID EASTERLY BOUNDARY, ALONG THE SOUTHERLY BOUNDARY OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 1144, PAGE 543 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, S.86°00'41"E., 197.85 FEET TO A POINT ON THE WESTERLY BOUNDARY OF PALMETTO ACRES, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK "D", PAGE 44 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, ALSO BEING THE WESTERLY BOUNDARY OF LOT 22 OF SAID LEITNER TRACT; THENCE DEPARTING SAID SOUTHERLY BOUNDARY, ALONG THE WESTERLY BOUNDARY OF SAID LOT 22, S.03°37'47"W., 329.73 FEET TO THE SOUTHWESTERLY CORNER OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 3082, PAGE 291 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY BOUNDARY, ALONG THE SOUTHERLY BOUNDARY OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 3082, PAGE 291 AND LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3877, PAGE 2127 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, S.86°09'30"E., 1,009.67 FEET TO THE SOUTHEASTERLY MOST CORNER OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 3877, PAGE 2127; THENCE DEPARTING SAID SOUTHERLY BOUNDARY, ALONG THE EASTERLY BOUNDARY OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 3877, PAGE 2127, N.38°06'55"E., 97.40 TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 25 (174' PUBLIC RIGHT OF WAY PER RIGHT OF WAY MAP SECTION 26010-2526); THENCE DEPARTING SAID EASTERLY BOUNDARY, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, S.52°10'30"E., 306.93 FEET TO THE NORTHERLY MOST CORNER OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2279, PAGE 2149 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, ALONG THE WESTERLY BOUNDARY OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2279, PAGE 2149, S.03°40'35"W., 959.12 FEET TO THE SOUTHWESTERLY CORNER OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2279, PAGE 2149; THENCE DEPARTING SAID WESTERLY BOUNDARY, ALONG THE SOUTHERLY BOUNDARY OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2279, PAGE 2149, S.86°29'54"E., 773.40 FEET TO THE SOUTHEASTERLY CORNER OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2279, PAGE 2149; THENCE DEPARTING SAID SOUTHERLY BOUNDARY, ALONG THE EASTERLY BOUNDARY OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2279, PAGE 2149, N.03°56'50"E., 424.78 FEET TO THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 25; THENCE DEPARTING SAID EASTERLY BOUNDARY, ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWS (2) TWO COURSES: 1) S.52°27'11"E., 964.05 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1,790.73 FEET, A CENTRAL ANGLE OF 02°12'28", AND A CHORD BEARING AND DISTANCE OF S.51°03'25"E., 69.00 FEET; 2) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 69.00 FEET TO THE NORTHERLY MOST CORNER OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4433, PAGE 1477 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,535.48 FEET, A CENTRAL ANGLE OF 11°34'52", AND A CHORD BEARING AND DISTANCE OF S.30°10'47"W., 309.84 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, ALONG THE WESTERLY BOUNDARY OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4433, PAGE 1477, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 310.37 TO THE POINT OF BEGINNING.

Greenberg Traurig P.A.  
777 S. Flagler Dr., Ste 300E  
West Palm Beach, FL 33401  
561-650-7900

By:   
Authorized Signatory

ORT Form 4309 FL A  
Schedule A for ALTA Owners Policy of Title Insurance 6-17-06

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By:  President

Attest:  Secretary

## Schedule B

OWNER'S POLICY

File No.: 16103335

Policy No.: OXFL-0859746

### EXCEPTIONS FROM COVERAGE

1. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on adjoining land."
2. Rights or claims of parties in possession.
3. Construction, Mechanic's, Contractors' or Materialmen's lien claims, if any, where no notice thereof appears of record.
4. Easements or claims of easements not shown by the public records.
5. General or special taxes and assessments required to be paid in the year 2017 and subsequent years, which are not yet due and payable.

**Items 1 through 4 of Schedule B are hereby deleted.**

6. Right of Way of Ingress and Egress recorded in Official Records Book 226, Page 305, Public Records of Alachua County, Florida (Affects Parcel 1)
7. Right of Way Easement granted to Clay Electric Co-Operative, Inc., recorded in Official Records Book 242, Page 222, Public Records of Alachua County, Florida. (Affects Parcel 1)
8. Terms, conditions, covenants, and obligations set forth in Road Maintenance Agreement recorded in Official Records Book 1634, Page 14, Public Records of Alachua County, Florida. (Affects Parcel 1)
9. Distribution Easement granted to Florida Power Corporation, recorded in Official Records book 1660, page 2812, Public Records of Alachua County, Florida. (Affects all Parcels)
10. Distribution Easement granted to Florida Power, recorded in Official Records Book 2565, Page 505, Public Records of Alachua County, Florida. (Affects All Parcels)
11. Riparian and littoral rights are neither guaranteed nor insured.
12. Any right, title and interest of the State of Florida to any portion of the submerged area of subject premises and to any portion of subject premises which has been created by artificial means or has accreted to any such portion as so created.

Note: This exception will be deleted upon determination from State of Florida Department of Natural Resources that the State does not claim any sovereignty submerged land interest in either George's Pod or Lake Paradise lying within the boundaries of subject premises.

13. The rights, if any, of the public or other property owner to use the waters of either George's pond or Lake Paradise lying within the boundaries of subject premises.

14. Any remaining Right of Way of Tampa & Jacksonville (T&J) Railway Co., formerly the Gainesville and Gulf (G&G) Railway Co., formerly the Gainesville Rocky Point & Micanopy (G R P & M) Railway Co, and later know as Jacksonville Gainesville and Gulf (J G & G) Railway Co., later known as Seaboard Airline Rail Road Company, later known as Seaboard Coast Line Rail Road Company, and now known as CSX Transportation, Inc., except that part conveyed by Special Master's Deed recorded in Deed Book 197, page 422.
15. Reservation by CSX Transportation, Inc., a Virginia corporation, of oil, gas, mineral and coal rights, reservation of perpetual utility easement(s), together with terms, conditions, covenants and restrictions as contained in that Quit Claim Deed recorded July 24, 2017 in Official Records Book 4533, page 424.
16. Right of way of SE 134<sup>th</sup> Avenue as laid out and in use and any further taking therefor under FS 95.361.
17. Right of way of Interstate Highway 75 (State Road 93) as conveyed by Deeds recorded in Official Records Book 209, pages 444, 447, 451, 453 and 455, and as laid out and in use and any further taking therefor under FS 95.361.
18. Right of way of U.S. Highway No. 441 (State Road 25), as described in Final Judgment for taking compensation recorded in official Records Book 4, page 577, and as laid out and in use and any further taking therefor under FS 95.361.
19. Actual Acreage content is nether insured nor guaranteed, notwithstanding any expressions of same in the legal description in Exhibit A to Schedule A herein.

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