This Sublease was prepared by:
Brad Richardson
Bureau of Public Land Administration
Division of State Lands
Department of Environmental Protection, MS 130
3900 Commonwealth Boulevard,
Tallahassee, Florida 32399-3000

OAS 6.663 acres

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

## SUBLEASE AGREEMENT

#### Sublease Number 3241-01

THIS SUBLEASE AGREEMENT, is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2019, between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF RECREATION AND PARKS hereinafter referred to as "SUBLESSOR" and ALACHUA COUNTY, a political subdivision of the state of Florida, hereinafter referred to "SUBLESSEE."

#### WITNESSETH

In consideration of the covenants and conditions set forth herein, SUBLESSOR subleases the below-described premises to SUBLESSEE on the following terms and conditions:

- 1. <u>ACKNOWLEDGMENTS</u>: The parties acknowledge that title to the subleased premises is held by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("TRUSTEES") and is currently managed by SUBLESSOR as the State of Florida Department of Environmental Protection, Division of Recreation and Parks, under TRUSTEES' Lease Number 3241.
- 2. **DESCRIPTION OF PREMISES**: The property subject to this sublease contains 6.663

acres, is situated in the County of Alachua, State of Florida, and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "subleased premises".

- 3. <u>SUBLEASE TERM</u>: The term of this sublease shall be for a period of fourteen (14) years commencing on \_\_\_\_\_("execution date") and ending on <u>December 13, 2032</u>, unless sooner terminated pursuant to the provisions of this sublease.
- 4. **PURPOSE**: SUBLESSEE shall manage the subleased premises only for the conservation and protection of natural and historical resources and for resource based public outdoor recreation which is compatible with the conservation and protection of these public lands, as set forth in subsection 259.032(11), Florida Statutes, along with other related uses necessary for the accomplishment of this purpose as designated in the Management Plan required by paragraph 7 of this sublease.
- 5. **CONFORMITY**: This sublease shall conform to all terms and conditions of TRUSTEES' Lease No 3241, a copy of which is attached hereto as Exhibit "B", and SUBLESSEE shall, through its agents and employees, prevent the unauthorized use of the property or any use thereof not in conformance with this sublease.
- 6. **QUIET ENJOYMENT AND RIGHT OF USE**: SUBLESSEE shall have the right of ingress and egress to, from and upon the subleased premises for all purposes necessary for the full quiet enjoyment by said SUBLESSEE of the rights conveyed herein.
- 7. MANAGEMENT PLAN: SUBLESSEE shall prepare and submit a Management Plan for the subleased premises in accordance with subsection 253.034, Florida Statutes, within twelve months of the effective date of this sublease. The Management Plan shall be submitted to SUBLESSOR for approval through the Division of State Lands. The subleased premises shall not be developed or physically altered in any way other than what is necessary for security and

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maintenance of the subleased premises without the prior written approval of TRUSTEES and SUBLESSOR until the Management Plan is approved. SUBLESSEE shall provide SUBLESSOR with an opportunity to participate in all phases of preparing and developing the Management Plan for the subleased premises. The Management Plan shall be submitted to UBLESSOR in draft form for review and comments within ten months of the effective date of this sublease. SUBLESSEE shall give SUBLESSOR reasonable notice of the application for and receipt of any state, federal, or local permits as well as any public hearings or meetings relating to the development or use of the subleased premises. SUBLESSEE shall not proceed with development of said subleased premises including, but not limited to, funding, permit application, design or building contracts, until the Management Plan required herein has been submitted and approved. Any financial commitments made by SUBLESSEE which are not in compliance with the terms of this sublease shall be done at SUBLESSEE'S own risk. The Management Plan shall emphasize the original management concept as approved by TRUSTEES at the time of acquisition which established the primary public purpose for which the subleased premises were acquired. The approved Management Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by SUBLESSEE, SUBLESSOR and TRUSTEES at least every ten years. SUBLESSEE shall not use or alter the subleased premises except as provided for in the approved Management Plan without the advance written approval of TRUSTEES and SUBLESSOR. The Management Plan prepared under this sublease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Management Plan.

8. **ASSIGNMENT**: This sublease shall not be assigned in whole or in part without the prior written consent of TRUSTEES and SUBLESSOR. Any assignment made either in whole or in

Page **3** of **17** Sublease No. 3241-01 part without the prior written consent of TRUSTEES and SUBLESSOR shall be void and without legal effect.

- 9. **RIGHT OF INSPECTION**: TRUSTEES and SUBLESSOR or their duly authorized agents, representatives or employees shall have the right at any and all times to inspect the subleased premises and the works and operations of SUBLESSEE in any matter pertaining to this sublease.
- 10. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures, and improvements shall be constructed at the expense of SUBLESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of SUBLESSOR as to purpose, location, and design. Further, no trees other than non-native species shall be removed or major land alterations done by SUBLESSEE without the prior written approval of SUBLESSOR. Removable equipment and removable improvements placed on the subleased premises by SUBLESSEE which do not become a permanent part of the subleased premises will remain the property of SUBLESSEE and may be removed by SUBLESSEE upon termination of this sublease.
- 11. **INSURANCE REQUIREMENTS**: During the term of this lease, SUBLESSEE shall procure and maintain policies of fire, extended risk, and liability insurance coverage. The extended risk and fire insurance coverage shall be in an amount equal to the full insurable replacement value of any improvements or fixtures located on the subleased premises. The liability insurance coverage shall be in amounts not less than \$200,000 per person and \$300,000 per incident or occurrence for personal injury, death, and property damage on the subleased premises. During the term of this lease, if Section 768.28, Florida Statutes, or its successor statute is subsequently amended to increase the amount of the liability coverages specified herein, SUBLESSEE shall immediately obtain liability coverage for the increased amounts. With respects to the listed

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coverages held by the named insured, as evidence of insurance in regards to the management of a dock owned by the SUBLESSOR, the SUBLESSEE shall submit written evidence of having procured all insurance policies required herein prior to the effective date of this sublease and shall submit annually thereafter, written evidence of maintaining such insurance policies to the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. SUBLESSEE shall purchase all policies of insurance from a financiallyresponsible insurer duly authorized to do business in the State of Florida. In lieu of purchasing insurance, SUBLESSEE may elect to self-insure these coverages. Any certificate of selfinsurance shall be issued or approved by the Chief Financial Officer, State of Florida. The certificate of self-insurance shall provide for casualty and liability coverage. SUBLESSEE shall immediately notify LESSOR and the insurer of any erection or removal of any building or other improvement on the subleased premises and any changes affecting the value of any improvements and shall request the insurer to make adequate changes in the coverage to reflect the changes in value. SUBLESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this sublease.

12. **LIABILITY**: Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. SUBLESSEE hereby covenants and agrees to investigate all claims of every nature at its own expense, and to the extent permitted by law, indemnify, protect, defend, save, and hold harmless SUBLESSOR, TRUSTEES, and the State of Florida from any and all claims, actions, lawsuits, costs, expense, including attorney's fees, damages, demands, or liability of any kind or

Page **5** of **17** Sublease No. 3241-01 nature whatsoever arising out of the negligent acts or omissions of SUBLESSEE, it's agents, officers, or employees, related to this sublease. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

- 13. **PAYMENT OF TAXES AND ASSESSMENTS**: SUBLESSEE shall assume full responsibility for and shall pay all liabilities that accrue to the subleased premises or to the improvements thereon, including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the subleased premises.
- 14. <u>SIGNS</u>: SUBLESSEE shall ensure that the subleased premises are identified as being publicly owned and operated as a public outdoor recreation facility in all signs, literature, and advertising and shall erect signs identifying the facility as being open to the public. If federal grants or funds are used by SUBLESSEE for any project on the subleased premises, SUBLESSEE shall erect signs identifying the subleased premises as a federally assisted project.
- 15. **NO WAIVER OF BREACH**: The failure of SUBLESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms, and conditions of this sublease shall not be construed as a waiver of such covenants, terms and conditions, but the same shall continue in full force and effect, and no waiver of SUBLESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by SUBLESSOR.
- 16. **TIME**: Time is expressly declared to be of the essence of this sublease.
- 17. NON-DISCRIMINATION: SUBLESSEE shall not discriminate against any individual

Page **6** of **17** Sublease No. 3241-01 because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the subleased premises or upon lands adjacent to and used as an adjunct of the subleased premises.

- 18. <u>UTILITY FEES</u>: SUBLESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the subleased premises and for having all utilities turned off when the subleased premises are surrendered.
- 19. RIGHT OF AUDIT: SUBLESSEE shall make available to SUBLESSOR and TRUSTEES all financial and other records relating to this sublease and SUBLESSOR and TRUSTEES shall have the right to either audit such records at any reasonable time or require the submittal of an independent audit by a Certified Public Accountant. This right shall be continuous until this sublease expires or is terminated. This sublease may be terminated by SUBLESSOR should SUBLESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this sublease, pursuant to the provisions of Chapter 119, Florida Statutes.
- 20. <u>MINERAL RIGHTS</u>: This sublease does not cover petroleum or petroleum products or minerals and does not give the right to SUBLESSEE to drill for or develop the same.
- 21. **CONDITION OF PROPERTY**: SUBLESSOR assumes no liability or obligation to SUBLESSEE with reference to the condition of the subleased premises or the suitability of the subleased premises for any improvements. The subleased premises herein are subleased by SUBLESSOR to SUBLESSEE in an "as is" condition, with SUBLESSOR assuming no responsibility for planning, bidding, contracting, permitting, restoration, construction, and the use, care, repair, maintenance or improvement of the subleased premises for the benefit of SUBLESSEE.

Page **7** of **17** Sublease No. 3241-01 22. **NOTICES**: All notices given under this sublease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. SUBLESSOR and SUBLESSEE hereby designate their address as follows:

SUBLESSOR: Office of Park Planning, Mail Station 525

Division of Recreation and Parks

State of Florida Department of Environmental Protection

3800 Commonwealth Boulevard Tallahassee, Florida 32399-3000

Attention: Bureau Chief

SUBLESSEE: Alachua County

408 West University Street, Suite 106

Gainesville, Florida 32601

Attention: Director of Parks and Conservation Lands

With a mandatory copy to:

Board of Trustees of the Internal Improvement Trust Fund c/o State of Florida Department of Environmental Protection Division of State Lands
Bureau of Public Land Administration
3800 Commonwealth Boulevard, M.S. 130
Tallahassee, Florida 32399-3000

23. **BREACH OF COVENANTS TERMS, OR CONDITIONS**: Should SUBLESSEE breach any of the covenants, terms, or conditions of this sublease, SUBLESSOR shall give written notice to SUBLESSEE to remedy such breach within sixty days of such notice. In the event SUBLESSEE fails to remedy the breach to the satisfaction of SUBLESSOR within sixty days of receipt of written notice, SUBLESSOR may either terminate this sublease and recover from

Page **8** of **17** Sublease No. 3241-01 SUBLESSEE all damages SUBLESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the subleased premises or maintain this sublease in full force and effect and exercise all rights and remedies conferred upon SUBLESSOR herein.

24. **DAMAGE TO THE PREMISES**: (a) SUBLESSEE shall not do, or suffer to be done, in, on, or upon the subleased premises or as affecting said subleased premises or adjacent properties, any act which may result in damage or depreciation of value to the subleased premises or adjacent properties, or any part thereof. (b) SUBLESSEE shall not generate, store, produce, place, treat, release, or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the subleased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this sublease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state, or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of SUBLESSEE'S failure to comply with this paragraph, SUBLESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration, and monitoring of (1) the subleased premises, and (2) all off-site ground and surface waters and lands affected by

SUBLESSEE'S such failure to comply, as may be necessary to bring the subleased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. SUBLESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this sublease. This paragraph shall not be construed as a limitation upon the obligations or responsibilities of SUBLESSEE as set forth herein. Nothing herein shall relieve SUBLESSEE of any responsibility or liability prescribed by law for fines, penalties, and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by SUBLESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release, or discharge of any contaminant, LESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to SUBLESSOR, all within the reporting periods of the applicable agencies.

- 25. **ENVIRONMENTAL AUDIT**: At SUBLESSOR'S discretion, SUBLESSEE shall provide SUBLESSOR with a current Phase I environmental site assessment conducted in accordance with the State of Florida Department of Environmental Protection, Division of State Lands' standards prior to termination of this sublease, and if necessary a Phase II environmental site assessment.
- 26. **SURRENDER OF PREMISES**: Upon termination or expiration of this sublease, SUBLESSEE shall surrender the subleased premises to SUBLESSOR. In the event no further use of the subleased premises or any part thereof is needed, SUBLESSEE shall give written

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notification to SUBLESSOR and the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of any or all of the subleased premises. Notification shall include a legal description, this sublease number and an explanation of the release. The release shall only be valid if approved by SUBLESSOR, TRUSTEES through execution of a release of sublease instrument with the same formality as this sublease. Upon release of all or any part of the subleased premises or upon termination or expiration of this sublease, all improvements, including both physical structures and modifications to the subleased premises, shall become the property of TRUSTEES and SUBLESSOR, unless SUBLESSOR gives written notice to SUBLESSEE to remove any or all such improvements at the expense of SUBLESSEE. The decision to retain any improvements upon termination of this sublease shall be at SUBLESSOR'S sole discretion. Prior to surrender of all or any part of the subleased premises, SUBLESSOR shall perform an on-site inspection and the keys to any building on the subleased premises shall be turned over to SUBLESSOR. If the subleased premises and improvements located thereon do not meet all conditions as set forth in paragraphs 18 and 36 herein, SUBLESSEE shall pay all costs necessary to meet the prescribed conditions.

- 27. **BEST MANAGEMENT PRACTICES**: SUBLESSEE shall implement applicable Best Management Practices for all activities conducted under this sublease in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code, which have been selected, developed, or approved by SUBLESSOR, SUBLESSEE, or other land managing agencies for the protection and enhancement of the subleased premises.
- 28. PUBLIC LANDS ARTHROPOD CONTROL PLAN: SUBLESSEE shall identify and

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subsequently designate to the respective arthropod control district or districts within one year of the effective date of this sublease, all of the environmentally sensitive and biologically highly productive lands contained within the subleased premises, in accordance with Section 388.4111, Florida Statutes and Chapter 5E-13, Florida Administrative Code, for the purpose of obtaining a public lands arthropod control plan for such lands.

- 29. **SOVEREIGNTY SUBMERGED LANDS**: This sublease does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.
- 30. **PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES**: Fee title to the subleased premises is held by TRUSTEES. SUBLESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the subleased premises including, but not limited to, mortgages or construction liens against the subleased premises or against any interest of TRUSTEES and SUBLESSOR therein.
- 31. **CONDITIONS AND COVENANTS**: All of the provisions of this sublease shall be deemed covenants running with the land included in the subleased premises, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.
- 32. **PARTIAL INVALIDITY**: If any term, covenant, condition or provision of this sublease shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 33. **ENTIRE UNDERSTANDING**: This sublease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of TRUSTEES and SUBLESSOR.

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- 34. **EASEMENTS**: All easements of any nature including, but not limited to, utility easements are required to be granted by TRUSTEES. SUBLESSEE is not authorized to grant any easements of any nature and any easement granted by SUBLESSEE shall be void and without legal effect.
- 35. **SUBSUBLEASES**: This sublease is for the purposes specified herein and subsubleases of any nature are prohibited, without the prior written approval of TRUSTEES and SUBLESSOR. Any subsublease not approved in writing by TRUSTEES and SUBLESSOR shall be void and without legal effect.
- 36. **MAINTENANCE OF IMPROVEMENTS**: SUBLESSEE shall maintain the real property contained within the subleased premises and any improvements located thereon, in a state of good condition, working order and repair including, but not limited to, removing all trash or litter, maintaining all planned improvements as set forth in the approved Management Plan, and meeting all building and safety codes. SUBLESSEE shall maintain any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this sublease, normal wear and tear excepted.
- 37. **COMPLIANCE WITH LAWS**: SUBLESSEE agrees that this sublease is contingent upon and subject to SUBLESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.
- 38. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this sublease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of

Page **13** of **17** Sublease No. 3241-01 State, Division of Historical Resources. The Management Plan prepared pursuant to Chapter 18-

2, Florida Administrative Code, shall be reviewed by the Division of Historical Resources to

ensure that adequate measures have been planned to locate, identify, protect and preserve the

archaeological and historic sites and properties on the subleased premises.

39. **GOVERNING LAW:** This sublease shall be governed by and interpreted according to the

laws of the State of Florida.

40. **SECTION CAPTIONS**: Articles, subsections and other captions contained in this sublease

are for reference purposes only and are in no way intended to describe, interpret, define or limit

the scope, extent, or intent of this sublease or any provisions thereof.

42. **SPECIAL CONDITIONS**: The following special conditions shall apply to this sublease.

(a) SUBLESSOR and all its park visitors and invitees shall have the right to use all facilities

on the subleased premises including, but not limited to, restrooms and parking spaces available

to the SUBLESSEE and it employees.

b. When SUBLESSOR uses facilities on the subleased premises, as stated in section (a)

above, such use shall be at no cost or expense to the SUBLESSOR or the TRUSTEES in any

form including, but not limited to, initial installation and construction, and all subsequent repairs

and maintenance, including day-to-day operational expenses.

IN WITNESS WHEREOF, the parties have caused this sublease agreement to be

executed on the day and year first above written.

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R 04/15

## STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF RECREATION AND PARKS

	By:	SEAL
Witness		
	Steven A. Cutsha	<u>W</u>
Print/Type Witness Name	Type/Print Name	
	Title: Environmen	tal Administrator
Witness		
Print/Type Witness Name	"SUBLESSOR"	
STATE OF FLORIDA COUNTY OF LEON		
	s acknowledged before me this n A. Cutshaw, as Environmental Adr	
of Park Planning, who is personally		initiation, of the Office
	Notary Public, State of Florida	
	Print/Type Notary Name	
	Commission Number:	
	Commission Expires:	

# ALACHUA COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

	BY:	(SEAL)
Witness		Honorable Charles S. Chestnut, IV, Print/Type Name
Print/Type Witness Name		Title: Chair
		"SUBLESSEE"
Witness		
Print/Type Witness Name		
STATE OF FLORIDA COUNTY OFALACHUA		
<b>5 5</b>		dged before me this day of S. Chestnut, IV, as Chair of Alachua County
		the Board of County Commissioners of Alachua roducedas
	Notar	y Public, State of Florida
	Print/	Гуре Notary Name
	Comn	nission Number:
	Comn	nission Expires:

Consented to by TRUSTEES on day of	, 2018.
APPROVED SUBJECT TO PROPER EXECUTION	Brad Richardson, Senior Management Analyst Supervisor, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustee
By:	of the Internal Improvement Trust Fund of the State of Florida
DEP Attorney	

### Exhibit "A"

Commence at the SE corner of the NE 1/4 of the NE 1/4 of Section 1, Township 12 South, Range

0040

21 East, and run S 0°17' W along the East line of said Section, 208 fe et; thence run S 89°52' W 1353.25 feet to the West RNV of State Road No. 325 and the POINT OF BEGINNING, thence run N 0°18' E along said RN-/, 341 .86 feet, thence run N 78°37'30"W, 165.04 feet, thence run N 45° 56'30" W, 335.03 feet, thence run N 82°33'30" W, 216.61 feet, thence run N 79°46' W,

435.32 feet, thence run West, 900 feet, more or less to the West line of tract described in Deed Book 153, Page 568 of the Public Records of Alachua County, Florida, thence run S 0°19' W, parallel to the West line of Lot 3, a distance of 510 feet, more or less, to a point due West of the SW corner of Lot 3, thence run East, 660 feet, more or less, to the SW corner of said Lot 3, thence run S 0°19' W, 208 feet, thence run N 89°52' E, 1287 .25 feet to the West R/W of State Road 325 and the POINT OF BEGINNING. All being and lying in Section 1, Township 12 South, Range 21 East, Alachua County, Florida.

M.K. Rawlings Historic State Park University Florida Foundation, Inc. Alachua County