

## AGREEMENT

THIS AGREEMENT (this "**Agreement**") is made and executed this 20<sup>th</sup> day of April, 2017, by and between the City of Alachua, a Florida municipality in Alachua County, whose address is Post Office Box 9, Alachua, Florida 32616 ("**City**"), and Hipp Investments, LLC, a Delaware Limited Liability Company, authorized to business in Florida, whose address is P.O. Box 1000, Alachua, Florida, 32616 (**Owner**).

## WITNESSETH

WHEREAS, **Owner** is the title holder of record of the real property described on attached **Exhibit "A"** on which was constructed NW 167<sup>th</sup> Blvd., and a portion of NW 163<sup>rd</sup> Lane (167<sup>th</sup> Blvd. and the portion of 163<sup>rd</sup> Lane, hereafter "**Exhibit A Roadway Property**") which is intended by **Owner** to be conveyed to **City** by Special Warranty Deed in form and content set forth in **Exhibit "B"** attached hereto (Exhibit A Roadway Property Deed), for the purpose of transferring 167<sup>th</sup> Blvd. and 163<sup>rd</sup> Lane from **Owner** to **City**;

WHEREAS, Talal Properties Limited and Tarek Properties Limited, both Florida limited partnerships (collectively Limited Partnerships) are the title holders of record of a portion of 163<sup>rd</sup> Lane described on attached **Exhibit "C"** on which was constructed a portion of NW 163<sup>rd</sup> Lane ("**Exhibit C Roadway Property**") which Limited Partnerships under separate agreement between **Owner** and Limited Partnerships is intended by Limited Partnerships to be conveyed to **City** by Special Warranty Deed in form and content set forth in **Exhibit "D"** attached hereto ("**Roadway Property Deed**"), for the purpose of transferring that portion of 163<sup>rd</sup> Lane from Limited Partnerships to **City**, the same once fully executed and when delivered to Salter Feiber, P.A. ("**PA**"), will be held in trust by **PA** and delivered to **City** as set forth in paragraph 22.

WHEREAS **Exhibit A Roadway Property** and **Exhibit C Roadway Property** are hereafter collectively referred to as the "Roadways");

WHEREAS, EDA-Engineers-Surveyors-Planners, Inc. ("**EDA**") has certified to **City** by certification set forth on **Exhibit "E"** attached hereto that the construction of 167<sup>th</sup> Blvd. and 163<sup>rd</sup> Lane from US 441 to the entrance of Heritage Oaks subdivision-Phase I was constructed in accordance with **City** approved construction plans and meets general Florida Department of Transportation standards, including the stormwater system, water system and the sewer system;

WHEREAS **City** has been granted two (2) non-exclusive use of Public Utility Easements (**PUEs**) for installation of underground utilities, street lighting, and for surface support facilities but for no overhead utilities, and for maintenance, repair and replacement of the same as recorded in Official Records Book 4494 Page 1867 and in Official Records Book 4501 Page 172, all in the Public Records of Alachua County, Florida,



WHEREAS City has been granted two partial sanitary sewer easements recorded in Official Records Book 4494 Page 1867 and in Official Records Book 4501 Page 172, all in the Public Records of Alachua County, Florida.

WHEREAS City is to be granted a further partial sanitary sewer easement in form and content set forth in Exhibit "F" attached hereto which includes the legal for this partial sanitary sewer easement.

WHEREAS City in return for the further grant of the partial sanitary sewer easement (the "Partial Sewer Easement"), by acceptance of the Partial Sewer easement, which grant completes the entire sanitary sewer system, accepts the entire sanitary sewer easements area and the piping therein (collectively the "Entire Sanitary Sewer") and agrees that City is forever responsible for the repair, replacement and maintenance of the Entire Sanitary Sewer and the improvements therein.

WHEREAS **City** is to be granted a non-exclusive use of Public Utility Easement (the "**PUE**") for installation of underground utilities, street lighting, and for surface support facilities but for no overhead utilities, and for maintenance, repair and replacement of the same, in form and content set forth in **Exhibit "G"** attached hereto which includes the legal for this PUE.

WHEREAS **City** is to be granted a non-exclusive use of the Stormwater Drainage Basin in form and content set forth in in **Exhibit H** attached hereto ("**Drainage Basin Easement** ");

WHEREAS, **Owner** acquired **Exhibit A Roadway Property** as part of a larger transaction and at the time of its acquisition **Roadways** were already constructed thereon together with certain other infrastructure and facilities including, but not limited to, sidewalks, waste water lines, electric lines, lighting, potable water lines, storm water facilities and landscaping on said right of way and easements from US 441 to the entrance of Heritage Oaks subdivision (collectively "**Infrastructure**");

WHEREAS, **Owner** has and continues to market and sell, for permitted commercial and residential use, real property contiguous to and served by **Roadways** and by Easements;

WHEREAS, the investment and commitment of **Owner** to the economic development and resultant job creation in **City** is established and recognized;

WHEREAS, the interests of the public are better served when streets and roads that serve the general public are owned and/or under the full management and control of **City**;

WHEREAS, in addition, the interests of the public are better served when **City** is granted certain rights in associated utility infrastructure that serve the general public;



WHEREAS, **Owner** hereby offers **Exhibit A Roadway Property** to **City**; and requests that **City** accept ownership and responsibility for maintenance and repair of **Exhibit A Roadway Property**;

WHEREAS, **Owner** has secured the written agreement of Limited Partnerships to deed **Exhibit "C" Roadway Property** to **City**; and requests that **City** accept ownership and responsibility for maintenance and repair of **Exhibit "C" Roadway Property**;

WHEREAS, **City**, by its City Commission, hereby finds that acceptance of title to **Exhibit "A" Roadway Property** and **Exhibit C Roadway Property** and the concurrent granting of certain rights to **City** in the Easements set forth on **Exhibit "F", Exhibit "G", and Exhibit "H"** are in the public interest;

WHEREAS, **Owner** certifies that it has delivered all necessary instruments and documents named and described in **Agreement**, with the exception of **Exhibit D Roadway Property Deed**, in fully executed form, to be held in trust by **PA**, with specific instructions to properly record all such instruments and documents in the Public Records of Alachua County, on the next business day after agreement is approved and accepted by the Alachua City Commission and its Mayor has been authorized to and has affixed his signature, and that signature being attested to by the City Manager/City Clerk.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in **Agreement**, the parties mutually agree as follows:

A. The foregoing recitals are true and correct and are incorporated herein by reference together with all Exhibits attached hereto.

B. **Agreement** is specifically understood and agreed to be effective only after first execution of three duplicate originals by **Owner** and second, after presentation to and approval by the City Commission of **City** and execution of the duplicate originals by the appropriate city official as directed and authorized by City Commission.

C. **Obligations of Owner and Rights Granted to the City:**

1. Title Insurance

a. **Owner** shall provide to **City**, within fifteen (15) business days of **Owner's** and **City's** execution of **Agreement**, a title insurance commitment (**Title Commitment**) issued by Salter Feiber, P.A. as agents for Old Republic National Title Insurance Company in the amount of **\$680,691.50**, said **Title Commitment** agreeing that Title Company will insure marketable fee simple title to **Exhibit B Roadway Property Deed**, to **Exhibit D Roadway Property Deed**, and insuring, as easements appurtenant, **Exhibit F Sanitary Sewer Easement**, **Exhibit G PUE** and the **Exhibit H Drainage Basin Easement** in **City** subject only to exceptions set forth in **Agreement** or otherwise agreed to by **City**.

b. **City** will examine **Title Commitment** and deliver written notice to **Owner**, within five (5) days from receipt of **Title Commitment**, of any defects that in the opinion of **City** render the title unmarketable (**Title Defects**). **Owner** will have 30 days from receipt of **City** notice of **Title Defects**, (**Curative Period**), at **Owner** expense, to cure **Title Defects**. **Owner**, ten days prior to the end of **Curative Period**, shall give notice to **City** that **Title Defects** have been cured or that

**Owner** has been unable to cure of them, specifying those **Owner** has been unable to cure and if **Owner** is of the opinion additional time is required, requesting an extension of **Curative Period**. Upon receipt of the notice from **Owner**, **City** will notify **Owner** in writing, either **Agreement** is cancelled, **City** accepts title with existing defects and is prepared to close the transaction, or that it grants **Owner** request to extend **Curative Period**.

2. Required Documents and Recording

a. **Owner** at the time of execution of **Agreement** shall execute **Exhibit B Roadway Property Deed**, **Exhibit F Sanitary Sewer Easement**, **Exhibit G PUE** and **Exhibit H Drainage Easement** and shall deliver the same to **PA** as Trustee to be held in trust by **PA**.

b. **When Exhibit D Roadway Property Deed** is fully executed and delivered to the **PA**, the **PA** will hold the same pursuant to this **Agreement**.

c. The original **Amendments to Reciprocal Easement and Restrictive Covenant Agreement**, recorded in O.R. Book 4441 Page 941 and the original **Removal of Property from the Alachua Gateway Center Master Declaration** is, recorded in O.R. Book 4413 Page 1126, copies of which are attached and incorporated herein as **Exhibit I**, .

d. At such time as **PA** is informed by **City**, by email or other writing, with a copy to **Owner** and to Limited Partnerships that **City**, by action of the City Commission, has executed this agreement, the Trustee shall record the documents identified in C. 2. a. and b. in the public records of Alachua County.

3. **City** will retain one and deliver two (2) executed originals of **Agreement** to Trustee.

4. **Owner** agrees and specifically authorizes **City** during the period from the date hereof to the date documents identified in paragraph C 2. a. and b. are recorded, to perform work necessary on said property to provide and maintain utility service to customers of **City** contiguous to and north of **Roadways**.

**D. Obligations of City:**

1. To expeditiously present **Agreement** to City of Alachua Commission after it has been executed by **Owner** and delivered to **City** with copies of fully executed instruments and documents described herein.

2. If **Agreement** is approved by City of Alachua Commission and executed at its direction, deliver two originals of the fully executed **Agreement** to **Owner**.

**E. General Conditions:**

1. Survey and other Costs. All survey, sketch, document preparation, cost of Title Insurance, property owner attorney fees, recording fees and other related costs of this offer of and dedication will be borne by the property owners. **City** shall devote such staff time as necessary and cooperate fully with the offering property owners to diligently formulate and present a recommendation concerning the offer of dedication to the City Commission.

2. Effective Date; Time; Force Majeure. The Effective Date of **Agreement** is the date on which the last of the parties signs. Time is of the essence for all provisions of **Agreement**. All time periods





expressed as days will be computed in business days (a business day is every calendar day except Friday, Saturday, Sunday and national legal holidays).

3. Notices. All notices shall be in writing and will be delivered to the parties by email, personal delivery or U.S. mail. **City** failure to deliver timely written notice to **Owner**, when such notice is required by **Agreement**, regarding any contingencies will render that contingency null and void and **Agreement** will be construed as if the contingency did not exist. Any notice, document or item delivered to or received by the below identified representing a party will be as effective as if delivered to or by that party.

Any notices or reports required by **Agreement** shall be sent to the following:

For City:	Traci Gresham Alachua City Manager P.O. Box 9 Alachua, Florida 32616 <a href="mailto:tgresham@cityofalachua.com">tgresham@cityofalachua.com</a>
Copy to	Grafton Wilson Compliance and Risk Management Director P.O. Box 9 Alachua, Florida 32616 <a href="mailto:capwilson@cityofalachua.com">capwilson@cityofalachua.com</a>
For Owner:	Hipp Investment, LLC, a Delaware Limited Liability Company Virginia Johns, Manager Post Office Box 100 Alachua, Florida 32616 <a href="mailto:vjhipp@gmail.com">vjhipp@gmail.com</a>
Copy to	James D. Salter Owner Attorney 3940 NW 16th Blvd Bldg. B Gainesville, Florida 32605 <a href="mailto:jamess@salterlaw.net">jamess@salterlaw.net</a>

4. Complete Agreement. **Agreement** is the entire agreement between **City** and **Owner**. No prior or present agreements will bind **City** or **Owner** unless incorporated into **Agreement**. Modifications will not be binding unless in writing, signed or initialed and delivered by the party to be bound. **Agreement**, signatures, initials, documents referenced in **Agreement**, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to **Agreement** prevail over preprinted terms. If any provision of **Agreement** is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **City** and **Owner** will use diligence and good faith in performing all obligations under **Agreement**. **Agreement** will not be recorded in any public records.

5. Assignability; Persons Bound. **Owner** may not assign **Agreement** without written consent of **City**. **Agreement** is binding on the heirs, administrators, executors, personal representatives and assigns (if permitted) of **Owner**.



6. Land Use. **Owner** will deliver **Roadways** to **City** at the time agreed in its present as is condition, with conditions resulting from **City** Inspections and casualty damage, if any, excepted. Until **Roadways** are conveyed to **City**, **Owner** will maintain the landscaping and grounds in a comparable condition and until such conveyance, without the prior written consent of **City**, **Owner** will not engage in or permit any activity that would materially alter the condition of **Roadways**.

7. Applicable Law, Enforcement, Jurisdiction and Venue. **Agreement** shall be governed by, construed under and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in the state courts in and for Alachua County, Florida.

8. Exhibits. All exhibits attached hereto contain additional terms of **Agreement** and are incorporated herein by reference.

9. Captions and Paragraph Headings. Captions and paragraph headings contained in **Agreement** are for convenience and reference only and in no way define, describe, extend or limit the scope of intent of **Agreement**, nor the intent of any provision hereof.

10. Counterparts. **Agreement** will be executed in three counterparts, each constituting a duplicate original, all such counterparts constituting one and the same **Agreement**.

11. Merger. **Agreement** constitutes the entire understanding of the parties. It supersedes any prior understandings, agreements or obligations between them upon the subjects covered in **Agreement**. There are no representations, promises, guarantees or warranties other than those set forth herein.

12. Further Assurances. Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and assurances as shall be reasonably requested by the other party in order to carry out the intent of **Agreement**. Without limiting the specific rights and obligations set forth in **Agreement**, the parties hereby declare their intention to cooperate with each other in effecting the terms of **Agreement** and to coordinate the performance of their respective obligations.

13. Representations of the Parties. **City** and **Owner** hereby represent and warrant to the other that each has the power and authority to execute, deliver and perform the terms and provisions of **Agreement** and each has taken all necessary action to authorize the execution, delivery and performance of **Agreement**. **Agreement** will, when duly executed and delivered by **City** and **Owner**, constitute a legal, valid and binding obligation enforceable against the parties hereto in accordance with its terms and conditions. **Owner** represents that it has voluntarily and will fully executed **Agreement** for purposes of binding the Property described in **Exhibits B, D, F, G** and the separate **Exhibit H Drainage Basin Easement** to the terms and conditions set forth in **Agreement**.

14. Written Amendments. **Agreement** shall not be modified or amended except by Written agreement duly executed by both parties (or their successors or assigns) and approved by City of Alachua Commission.

15. Successors and Assigns. **Agreement** shall automatically be binding upon and shall inure to the benefit of **City** and **Owner** and their respective successors and assigns. The terms and conditions of **Agreement** similarly shall be binding upon the Property and shall run with the title.



16. Severability. If any provision of **Agreement** shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect the validity or enforceability of the remainder of **Agreement**.

17. Recordation. **Agreement** shall not be recorded in the Public Records.

18. Permits. The failure of **Agreement** to address any particular city, county, state, and/or federal permit, condition, term or restriction shall not relieve **Owner** or the **City** of the necessity of complying with the law governing permitting requirements, conditions, terms or restrictions.

19. No Third-Party Rights. **Agreement** is not a third-party beneficiary contract and shall not in any way whatsoever create any rights on behalf of any third party.

20. Specific Performance. Strict compliance shall be required with each and every provision of **Agreement**. The parties agree that failure to perform the obligations provided by **Agreement** shall result in irreparable damage and that specific performance of these obligations may be obtained by a suit in equity.

21. Sovereign Immunity. Nothing contained herein shall be construed or interpreted as a waiver of sovereign immunity of the State of Florida or of **City** beyond the waiver provided in Florida Statutes 768.28.

22. Closing Date. **Agreement** will be closed and the deeds, with the exception of the **Exhibit D Roadway Property Deed** which will be recorded immediately upon receipt by **P.A.**, and easements and other documents recorded on or before April 25, 2017 unless extended by mutual agreement of the parties or other provision of **Agreement**.

23. **Owner** agrees and commits to comply with Florida Statute Section 196.295.

#### EXECUTION PAGE FOLLOWS



IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

Witness:

Owner. Hipp Investment, LLC, a Delaware Limited Liability Company.

Signature

By:

Virginia Johns, Manager

Print Name

Date:

4-20-17

Signature

Print Name



LISA FREEMAN  
MYCOMMISSION # FF 131327  
EXPIRES: June 10, 2018  
Bonded Thru Budget Notary Services

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledge before me this 20 day of April, 2017, by Virginia Johns, Manager of Hipp Investments, LLC a Delaware Limited Liability Company, who is personally known to me or has produced a Florida Driver's License as identification



LISA FREEMAN  
MYCOMMISSION # FF 131327  
EXPIRES: June 10, 2018  
Bonded Thru Budget Notary Services

Notary Signature

Print Name:

My Commission Expires:

Attest:

City: City Commission of the City of Alachua

By:

Traci L. Gresham,  
City Manager City Clerk

By:

Gib Coerper, Mayor

Date:

Approved by City Attorney as to Form

By:

Marian Rush, City Attorney

ny

## EXHIBIT LIST

- A. Hipp Investments, Legal Description of 167th Blvd. and 163 Lane.
- B. Deed conveying 167 Blvd. and 163 Lane described property (Exhibit A) from Hipp to COA.
- C. Talal and Tarek Limited Partnerships, Legal Description of portion of 163 Lane.
- D. Deed conveying portion of 163 Lane described property (Exhibit C) from Talal and Tarek to COA.
- E. Certificate of EDA concerning standards of construction of and estimated cost of Roadways.
- F. Sanitary Sewer Easement Public Utility Easements (PUE) conveying from Hipp
- G. Public Utility Easement (PUE) No.1 south and west side of drainage basin.
- H. Drainage Easement to City (as prepared by City) over Retention Basin property.

### Exhibits

- 1. Drainage Basin (Legal and Sketch)
- 2. Hipp Investments, Legal Description of 167th Blvd. and 163 Lane
- 3. Talal and Tarek Limited Partnerships, Legal Description of portion of 163 Lane
- I. *Amendment to Reciprocal Easement and Restrictive Covenant Agreement (RERC) and, Amendment to Master Declaration*



## EXHIBIT A

Page 1 of 6

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December 3, 2014

### Legal Description

#### Right-of-Way – Alachua Gateway

A portion of Section 9, Township 8 South, Range 18 East, Alachua County, Florida; being more particularly described as follows:

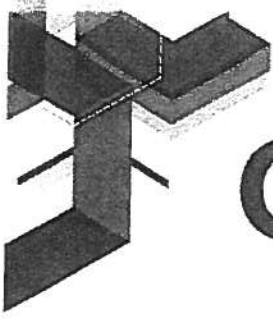
Commence at the northwest corner of Section 9, Township 8 South, Range 18 East, Alachua County, Florida, and run thence South  $01^{\circ}49'00''$  East, along the west boundary of said Section, 1576.08 feet; thence North  $88^{\circ}33'13''$  East, 1300.20 feet to the northwest corner of that certain tract of land as described in Official Records Book 503, page 107 of the Public Records of Alachua County, Florida; thence South  $01^{\circ}49'00''$  East, along the west line of said certain tract of land, 2347.44 feet to a point on the northerly right of way line of U.S. Highway No. 441 (State Road Nos. 20 & 25, 200' R/W); thence South  $79^{\circ}06'59''$  East, along said right of way line, 717.08 feet to the Point of Beginning; thence continue South  $79^{\circ}06'59''$  East, along said right of way line, 85.50 feet to a point lying on the arc of a curve, concave westerly, having a radius of 337.01 feet; thence northerly, along the arc of said curve, through a central angle of  $12^{\circ}47'39''$ , an arc distance of 75.25 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of North  $04^{\circ}34'53''$  East, 75.10 feet; thence North  $01^{\circ}49'02''$  West, 74.48 feet to the beginning of a curve, concave easterly, having a radius of 352.50 feet; thence northerly, along the arc of said curve, through a central angle of  $18^{\circ}19'21''$ , an arc distance of 112.73 feet, said arc being subtended by a chord having a bearing and distance of North  $07^{\circ}20'38''$  East, 112.25 feet to the end of said curve and the beginning of a curve concave southeasterly having a radius of 10.00 feet; thence northeasterly, along the arc of said curve, through a central angle of  $89^{\circ}43'19''$ , an arc distance of 15.66 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of North  $61^{\circ}21'58''$  East, 14.11 feet; thence South  $73^{\circ}46'22''$  East, 178.34 feet to a point on the west line of that certain parcel of land as described in Official Records Book 2392, page 787 of said Public Records; thence North  $03^{\circ}06'22''$  West, 26.90 feet to the northwest corner of said certain parcel of land; thence South  $73^{\circ}45'46''$  East, along the north line of said certain parcel of land, 65.59 feet; thence North  $16^{\circ}13'38''$  East, 24.62 feet; thence North  $73^{\circ}46'22''$  West, 241.08 feet; thence North  $14^{\circ}44'53''$  East, 28.60 feet to the beginning of a curve, concave westerly, having a radius of 301.00 feet; thence northerly, along the arc of said curve, through a central angle of  $51^{\circ}33'03''$ , an arc distance of 270.82 feet to the end of said curve, said arc being subtended by a chord having a bearing and

## EXHIBIT A

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distance of North 11°01'38" West, 261.78 feet; thence North 36°48'10" West, 46.40 feet to the beginning of a curve, concave southwesterly, having a radius of 201.00 feet; thence northwesterly, along the arc of said curve, through a central angle of 13°26'05", an arc distance of 47.13 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of North 43°31'12" West, 47.02 feet; thence North 50°14'15" West, 204.90 feet to the beginning of a curve, concave northeasterly, having a radius of 259.00 feet; thence northwesterly, along the arc of said curve, through a central angle of 49°25'53", an arc distance of 223.45 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of North 25°31'18" West, 216.58 feet; thence North 00°48'21" West, 52.57 feet; thence North 78°52'47" West, 61.32 feet; thence South 00°48'21" East, 66.10 feet to the beginning of a curve, concave northeasterly, having a radius of 320.00 feet; thence southeasterly, along the arc of said curve, through a central angle of 49°25'53", an arc distance of 276.08 feet to the end of said curve, said arc being subtended by a chord, having a bearing and distance of South 25°31'18" East, 267.59 feet; thence South 50°14'15" East, 203.09 feet to the beginning of a curve, concave southwesterly, having a radius of 200.00 feet; thence southeasterly, along the arc of said curve, through a central angle of 27°09'40", an arc distance of 94.81 feet to the end of said curve, said arc being subtended by a chord, having a bearing and distance of South 36°39'24" East, 93.93 feet; thence South 23°04'34" East, 49.38 feet to the beginning of a curve, concave westerly, having a radius of 150.00 feet; thence southerly along the arc of said curve, through a central angle of 48°30'51", an arc distance of 127.01 feet to the end of said curve, said arc being subtended by a chord, having a bearing and distance of South 01°10'51" West, 123.25 feet; the end of said curve being the beginning of a curve concave easterly, having a radius of 500.00 feet; thence southerly, along the arc of said curve, through a central angle of 26°35'29", an arc distance of 232.05 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of South 12°08'33" West, 229.98 feet; thence South 01°09'12" East, 74.59 feet to the beginning of a curve, concave westerly, having a radius of 300.00 feet; thence southerly along the arc of said curve, through a central angle of 12°50'20", an arc distance of 67.22 feet to the Point of Beginning, said arc being subtended by a chord having a bearing and distance of South 05°15'59" West, 67.08 feet.

Containing 2.18 acres (94,928 square feet), more or less.



engineers • surveyors • planners, inc.

December 3, 2014

Legal Description  
Right-of-Way – Alachua Gateway

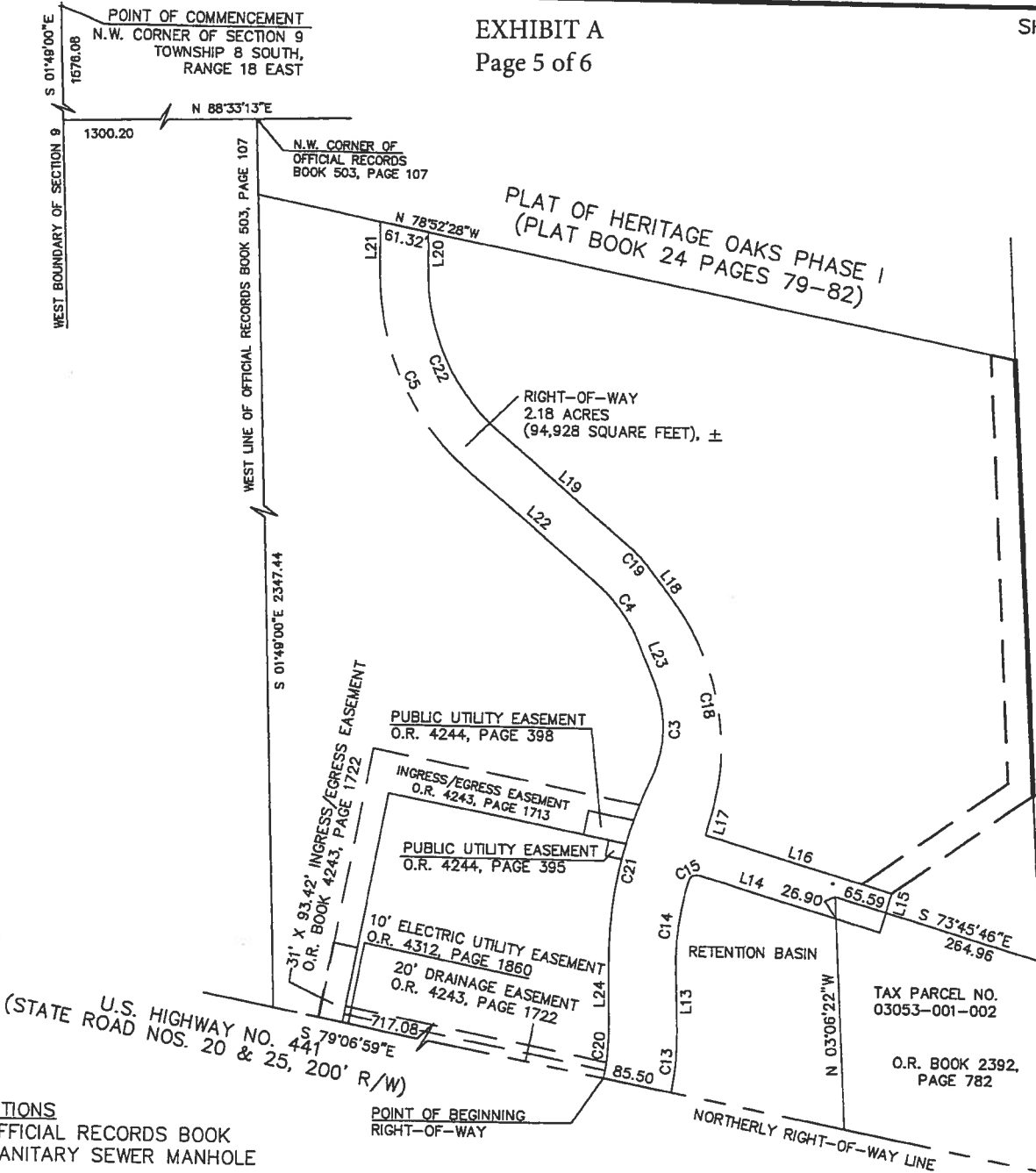
A portion of Section 9, Township 8 South, Range 18 East, Alachua County, Florida;  
being more particularly described as follows:

Commence at the northwest corner of Section 9, Township 8 South, Range 18 East, Alachua County, Florida, and run thence South  $01^{\circ}49'00''$  East, along the west boundary of said Section, 1576.08 feet; thence North  $88^{\circ}33'13''$  East, 1300.20 feet to the northwest corner of that certain tract of land as described in Official Records Book 503, page 107 of the Public Records of Alachua County, Florida; thence South  $01^{\circ}49'00''$  East, along the west line of said certain tract of land, 2347.44 feet to a point on the northerly right of way line of U.S. Highway No. 441 (State Road Nos. 20 & 25, 200' R/W); thence South  $79^{\circ}06'59''$  East, along said right of way line, 717.08 feet to the Point of Beginning; thence continue South  $79^{\circ}06'59''$  East, along said right of way line, 85.50 feet to a point lying on the arc of a curve, concave westerly, having a radius of 337.01 feet; thence northerly, along the arc of said curve, through a central angle of  $12^{\circ}47'39''$ , an arc distance of 75.25 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of North  $04^{\circ}34'53''$  East, 75.10 feet; thence North  $01^{\circ}49'02''$  West, 74.48 feet to the beginning of a curve, concave easterly, having a radius of 352.50 feet; thence northerly, along the arc of said curve, through a central angle of  $18^{\circ}19'21''$ , an arc distance of 112.73 feet, said arc being subtended by a chord having a bearing and distance of North  $07^{\circ}20'38''$  East, 112.25 feet to the end of said curve and the beginning of a curve concave southeasterly having a radius of 10.00 feet; thence northeasterly, along the arc of said, curve, through a central angle of  $89^{\circ}43'19''$ , an arc distance of 15.66 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of North  $61^{\circ}21'58''$  East, 14.11 feet; thence South  $73^{\circ}46'22''$  East, 178.34 feet to a point on the west line of that certain parcel of land as described in Official Records Book 2392, page 787 of said Public Records; thence North  $03^{\circ}06'22''$  West, 26.90 feet to the northwest corner of said certain parcel of land; thence South  $73^{\circ}45'46''$  East, along the north line of said certain parcel of land, 65.59 feet; thence North  $16^{\circ}13'38''$  East, 24.62 feet; thence North  $73^{\circ}46'22''$  West, 241.08 feet; thence North  $14^{\circ}44'53''$  East, 28.60 feet to the beginning of a curve, concave westerly, having a radius of 301.00 feet; thence northerly, along the arc of said curve, through a central angle of  $51^{\circ}33'03''$ , an arc distance of 270.82 feet to the end of said curve, said arc being subtended by a chord having a bearing and



distance of North 11°01'38" West, 261.78 feet; thence North 36°48'10" West, 46.40 feet to the beginning of a curve, concave southwesterly, having a radius of 201.00 feet; thence northwesterly, along the arc of said curve, through a central angle of 13°26'05", an arc distance of 47.13 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of North 43°31'12" West, 47.02 feet; thence North 50°14'15" West, 204.90 feet to the beginning of a curve, concave northeasterly, having a radius of 259.00 feet; thence northwesterly, along the arc of said curve, through a central angle of 49°25'53", an arc distance of 223.45 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of North 25°31'18" West, 216.58 feet; thence North 00°48'21" West, 52.57 feet; thence North 78°52'47" West, 61.32 feet; thence South 00°48'21" East, 66.10 feet to the beginning of a curve, concave northeasterly, having a radius of 320.00 feet; thence southeasterly, along the arc of said curve, through a central angle of 49°25'53", an arc distance of 276.08 feet to the end of said curve, said arc being subtended by a chord, having a bearing and distance of South 25°31'18" East, 267.59 feet; thence South 50°14'15" East, 203.09 feet to the beginning of a curve, concave southwesterly, having a radius of 200.00 feet; thence southeasterly, along the arc of said curve, through a central angle of 27°09'40", an arc distance of 94.81 feet to the end of said curve, said arc being subtended by a chord, having a bearing and distance of South 36°39'24" East, 93.93 feet; thence South 23°04'34" East, 49.38 feet to the beginning of a curve, concave westerly, having a radius of 150.00 feet; thence southerly along the arc of said curve, through a central angle of 48°30'51", an arc distance of 127.01 feet to the end of said curve, said arc being subtended by a chord, having a bearing and distance of South 01°10'51" West, 123.25 feet, the end of said curve being the beginning of a curve concave easterly, having a radius of 500.00 feet; thence southerly, along the arc of said curve, through a central angle of 26°35'29", an arc distance of 232.05 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of South 12°08'33" West, 229.98 feet; thence South 01°09'12" East, 74.59 feet to the beginning of a curve, concave westerly, having a radius of 300.00 feet; thence southerly along the arc of said curve, through a central angle of 12°50'20", an arc distance of 67.22 feet to the Point of Beginning, said arc being subtended by a chord having a bearing and distance of South 05°15'59" West, 67.08 feet.

Containing 2.18 acres (94,928 square feet), more or less.



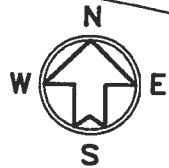
**ABBREVIATIONS**

O.R. = OFFICIAL RECORDS BOOK  
SMH = SANITARY SEWER MANHOLE

**THIS IS NOT A BOUNDARY SURVEY**

NOT VALID WITHOUT THE SIGNATURE AND  
THE ORIGINAL RAISED SEAL OF A FLORIDA  
LICENSED SURVEYOR AND MAPPER.

SCALE: 1" = 200'



DRN.	B.G.	CHKD.	B.G.	SURVEY DATE	DWG COMP	PROJ. NO.	FIELD BK.	PAGE NO.
				11/5/2016		13-105		

**LEGAL DESCRIPTION SKETCH OF**

A PORTION OF SECTION 9  
TOWNSHIP 8 SOUTH, RANGE 18 EAST  
ALACHUA COUNTY, FLORIDA  
RIGHT-OF-WAY

FOR: HIPP INVESTMENTS, LLC

THIS SKETCH OF LEGAL DESCRIPTION MEETS THE STANDARDS OF PRACTICE  
AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND  
MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO  
SECTION 472.027 (2016), FLORIDA STATUTES.

BY: ROBERT W. GRAVER P.S.M. 4239

Corporate Authorization  
No. LB 2389



eda engineers-surveyors-planners, inc.

LB 2389  
2404 N.W. 43rd ST, GAINESVILLE, FLORIDA 32606-6602  
TEL. (352) 373-3541 FAX. (352) 373-7249  
E-MAIL: mail@edafll.com

LINE	BEARING	DISTANCE
L1	N 39°45'45"E	4.74
L2	S 39°45'45"W	4.74
L3	S 66°34'29"E	0.97
L4	N 73°42'22"E	4.14
L5	S 23°30'37"E	5.97
L6	S 15°30'02"E	26.07
L7	S 07°48'16"E	10.48
L8	S 00°53'19"E	17.75
L9	S 84°56'44"W	4.12
L10	N 00°19'09"W	6.80
L11	N 73°46'22"W	9.09
L12	N 03°06'22"W	10.34
L13	N 01°49'02" W	74.48
L14	S 73°46'22" E	178.34
L15	N 16°13'38" E	24.62
L16	N 73°46'22" W	241.08
L17	N 14°44'53" E	28.60
L18	N 36°48'10" W	46.40
L19	N 50°14'15" W	204.90
L20	N 00°48'21" W	52.57
L21	S 00°48'21" E	66.10
L22	S 50°14'15" E	203.09
L23	S 23°04'34" E	49.38
L24	S 01°09'12" E	74.59
L25	N 79°06'59" W	11.09
L26	N 23°04'34" W	49.38

EXHIBIT A  
Page 6 of 6

LINE	BEARING	DISTANCE
L27	N 50°14'15" W	53.81
L28	N 50°14'15" W	27.28
L29	N 50°14'15" W	122.01
L30	N 00°48'21" W	68.21
L31	S 78°52'47" E	10.22
L32	S 79°06'59" E	10.19
L33	S 78°20'14" E	194.18
L34	N 78°20'14" W	193.67
L35	N 00°19'09" W	77.38
L36	N 02°25'36" W	99.09
L37	N 02°44'30" E	15.22
L38	N 16°13'38" E	63.65
L39	S 02°44'30" W	54.10
L40	S 02°25'36" E	99.35
L41	S 00°19'09" E	92.23
L42	N 00°48'21" W	38.54
L43	S 10°20'27" E	87.09
L44	S 17°39'34" E	28.26
L45	S 22°40'12" E	33.83
L46	S 27°04'45" E	39.74
L47	S 34°21'58" E	63.84

SHEET 2 OF 2

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C1	20°32'05"	500.00	179.20	178.24	90.57	N 09°06'51" E
C2	06°03'24"	500.00	52.86	52.83	26.45	S 22°24'33" W
C3	48°30'51"	150.00	127.01	123.25	67.59	S 01°10'51" W
C4	27°09'40"	200.00	94.81	93.93	48.31	S 36°39'24" E
C5	49°25'53"	320.00	276.08	267.59	147.29	S 25°31'18" E
C6	49°25'53"	330.00	284.70	275.96	151.89	N 25°31'18" W
C7	27°09'40"	190.00	90.07	89.23	45.90	N 36°39'24" W
C8	48°30'51"	140.00	118.54	115.03	63.09	N 01°10'52" E
C9	02°00'46"	510.00	17.92	17.91	8.96	N 24°25'54" E
C10	04°13'40"	510.97	37.70	37.70	18.86	N 21°18'41" E
C11	00°43'11"	259.00	3.25	3.25	1.63	N 49°52'39" W
C12	48°42'42"	259.00	220.20	213.62	117.25	N 25°09'43" W
C13	12°47'39"	337.01	75.25	75.10	37.78	N 04°34'53" E
C14	18°19'21"	352.50	112.73	112.25	56.85	N 07°20'38" E
C15	89°43'19"	10.00	15.66	14.11	9.95	N 61°21'58" E
C16	19°48'09"	301.00	104.03	103.51	52.54	N 04°50'49" E
C17	11°14'23"	301.00	59.05	58.95	29.62	N 10°40'27" W
C18	51°33'03"	301.00	270.82	261.78	145.35	N 11°01'38" W
C19	13°26'05"	201.00	47.13	47.02	23.67	N 43°31'12" W
C20	12°50'20"	300.00	67.22	67.08	33.75	N 05°15'59" E
C21	26°35'29"	500.00	232.05	229.98	118.16	N 12°08'33" E
C22	49°25'53"	259.00	223.45	216.58	119.21	N 25°31'18" W
C23	03°02'03"	352.50	18.67	18.66	9.34	S 14°59'18" W

SCALE: 1" = 100'

## LEGAL DESCRIPTION SKETCH OF

A PORTION OF SECTION 9  
TOWNSHIP 8 SOUTH, RANGE 18 EAST  
ALACHUA COUNTY, FLORIDA.

FOR: HIPPI INVESTMENTS, LLC

DRN.	B.G.	CHKD. B.G.	F/W COMP	DWG COMP	PROJ. NO.	FIELD BK.	PAGE NO.
				11/5/2016	13-105		

PREPARED FOR:  
1) HIPPI INVESTMENTS, LLC  
2)  
3)  
4)

THIS LEGAL DESCRIPTION SKETCH MEETS THE STANDARDS OF PRACTICE  
AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND  
MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO  
SECTION 472.027 (2016), FLORIDA STATUTES.

AS OF 11/5/2016

ROBERT W. GRAVER

P.L.S. 4239

CORP. CERTIFICATE OF AUTHORIZATION NO. LB 2389

THIS IS NOT A BOUNDARY SURVEY

NOT VALID WITHOUT THE SIGNATURE AND  
THE ORIGINAL RAISED SEAL OF A FLORIDA  
LICENSED SURVEYOR AND MAPPER.

**eda** 40 years

• ENGINEERS • SURVEYORS • PLANNERS

2404 N.W. 43rd ST.  
GAINESVILLE, FLORIDA 32606  
TEL. (352) 373-3541  
FAX. (352) 373-7249

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EXHIBIT B  
Page 1 of 5

This document prepared by:  
James D. Salter, Esquire  
Salter Feiber, P.A.  
3940 NW 16<sup>th</sup> Blvd., Building B  
Gainesville, FL 32605

**SPECIAL WARRANTY DEED**

THIS INDENTURE made this 20th day of April, 2017 between **HIPP INVESTMENTS, LLC**, a Delaware limited liability company, whose mailing address is P.O. Box 1000, Alachua, Florida, 32616, Grantor, and **THE CITY OF ALACHUA, FLORIDA**, a Florida municipality, whose mailing address is P.O. Box 9, Alachua, Florida, 32616, Grantee.

WITNESSETH: That Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration, to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee and Grantee's successors and assigns forever, the following described land in Alachua County, to wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.**

Subject to:

TO HAVE AND TO HOLD the same unto Grantee. And Grantor does hereby covenant with Grantee that, except as above noted, that at the time of the delivery of this deed the premises are free from all encumbrances made by Grantor, and the Grantor will warranty and defend the same against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other.

IN WITNESS THEREOF, Grantor has executed this deed under seal the day and year first above written.

SIGNED, SEALED AND DELIVERED  
IN OUR PRESENCE AS WITNESSES:

[Signature]  
Witness sign above/Print Name Below

JAMES D. SALTER

[Signature]  
Witness sign above/Print Name Below

Lisa Freeman

Hipp Investments, LLC, a Delaware  
limited liability company

By: [Signature]  
Virginia Johns, Manager

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 20th day of April, 2017, by Virginia Johns as Manager of Hipp Investments, LLC, a Delaware limited liability company who executed the same on behalf of the company. Such person(s) are personally known to me or produced FL Drivers License as identification.



[Signature]  
Print Name: Lisa Freeman  
Notary Public, State of Florida  
My Commission Expires:  
Serial Number:



engineers • surveyors • planners, inc.

December 3, 2014

Legal Description  
Right-of-Way – Alachua Gateway

A portion of Section 9, Township 8 South, Range 18 East, Alachua County, Florida;  
being more particularly described as follows:

Commence at the northwest corner of Section 9, Township 8 South, Range 18 East, Alachua County, Florida, and run thence South  $01^{\circ}49'00''$  East, along the west boundary of said Section, 1576.08 feet; thence North  $88^{\circ}33'13''$  East, 1300.20 feet to the northwest corner of that certain tract of land as described in Official Records Book 503, page 107 of the Public Records of Alachua County, Florida; thence South  $01^{\circ}49'00''$  East, along the west line of said certain tract of land, 2347.44 feet to a point on the northerly right of way line of U.S. Highway No. 441 (State Road Nos. 20 & 25, 200' R/W); thence South  $79^{\circ}06'59''$  East, along said right of way line, 717.08 feet to the Point of Beginning; thence continue South  $79^{\circ}06'59''$  East, along said right of way line, 85.50 feet to a point lying on the arc of a curve, concave westerly, having a radius of 337.01 feet; thence northerly, along the arc of said curve, through a central angle of  $12^{\circ}47'39''$ , an arc distance of 75.25 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of North  $04^{\circ}34'53''$  East, 75.10 feet; thence North  $01^{\circ}49'02''$  West, 74.48 feet to the beginning of a curve, concave easterly, having a radius of 352.50 feet; thence northerly, along the arc of said curve, through a central angle of  $18^{\circ}19'21''$ , an arc distance of 112.73 feet, said arc being subtended by a chord having a bearing and distance of North  $07^{\circ}20'38''$  East, 112.25 feet to the end of said curve and the beginning of a curve concave southeasterly having a radius of 10.00 feet; thence northeasterly, along the arc of said curve, through a central angle of  $89^{\circ}43'19''$ , an arc distance of 15.66 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of North  $61^{\circ}21'58''$  East, 14.11 feet; thence South  $73^{\circ}46'22''$  East, 178.34 feet to a point on the west line of that certain parcel of land as described in Official Records Book 2392, page 787 of said Public Records; thence North  $03^{\circ}06'22''$  West, 26.90 feet to the northwest corner of said certain parcel of land; thence South  $73^{\circ}45'46''$  East, along the north line of said certain parcel of land, 65.59 feet; thence North  $16^{\circ}13'38''$  East, 24.62 feet; thence North  $73^{\circ}46'22''$  West, 241.08 feet; thence North  $14^{\circ}44'53''$  East, 28.60 feet to the beginning of a curve, concave westerly, having a radius of 301.00 feet; thence northerly, along the arc of said curve, through a central angle of  $51^{\circ}33'03''$ , an arc distance of 270.82 feet to the end of said curve, said arc being subtended by a chord having a bearing and

## EXHIBIT B

Page 3 of 5

Exhibit A Page 2 of 4

distance of North 11°01'38" West, 261.78 feet; thence North 36°48'10" West, 46.40 feet to the beginning of a curve, concave southwesterly, having a radius of 201.00 feet; thence northwesterly, along the arc of said curve, through a central angle of 13°26'05", an arc distance of 47.13 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of North 43°31'12" West, 47.02 feet; thence North 50°14'15" West, 204.90 feet to the beginning of a curve, concave northeasterly, having a radius of 259.00 feet; thence northwesterly, along the arc of said curve, through a central angle of 49°25'53", an arc distance of 223.45 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of North 25°31'18" West, 216.58 feet; thence North 00°48'21" West, 52.57 feet; thence North 78°52'47" West, 61.32 feet; thence South 00°48'21" East, 66.10 feet to the beginning of a curve, concave northeasterly, having a radius of 320.00 feet; thence southeasterly, along the arc of said curve, through a central angle of 49°25'53", an arc distance of 276.08 feet to the end of said curve, said arc being subtended by a chord, having a bearing and distance of South 25°31'18" East, 267.59 feet; thence South 50°14'15" East, 203.09 feet to the beginning of a curve, concave southwesterly, having a radius of 200.00 feet; thence southeasterly, along the arc of said curve, through a central angle of 27°09'40", an arc distance of 94.81 feet to the end of said curve, said arc being subtended by a chord, having a bearing and distance of South 36°39'24" East, 93.93 feet; thence South 23°04'34" East, 49.38 feet to the beginning of a curve, concave westerly, having a radius of 150.00 feet; thence southerly along the arc of said curve, through a central angle of 48°30'51", an arc distance of 127.01 feet to the end of said curve, said arc being subtended by a chord, having a bearing and distance of South 01°10'51" West, 123.25 feet, the end of said curve being the beginning of a curve concave easterly, having a radius of 500.00 feet; thence southerly, along the arc of said curve, through a central angle of 26°35'29", an arc distance of 232.05 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of South 12°08'33" West, 229.98 feet; thence South 01°09'12" East, 74.59 feet to the beginning of a curve, concave westerly, having a radius of 300.00 feet; thence southerly along the arc of said curve, through a central angle of 12°50'20", an arc distance of 67.22 feet to the Point of Beginning, said arc being subtended by a chord having a bearing and distance of South 05°15'59" West, 67.08 feet.

Containing 2.18 acres (94,928 square feet), more or less.

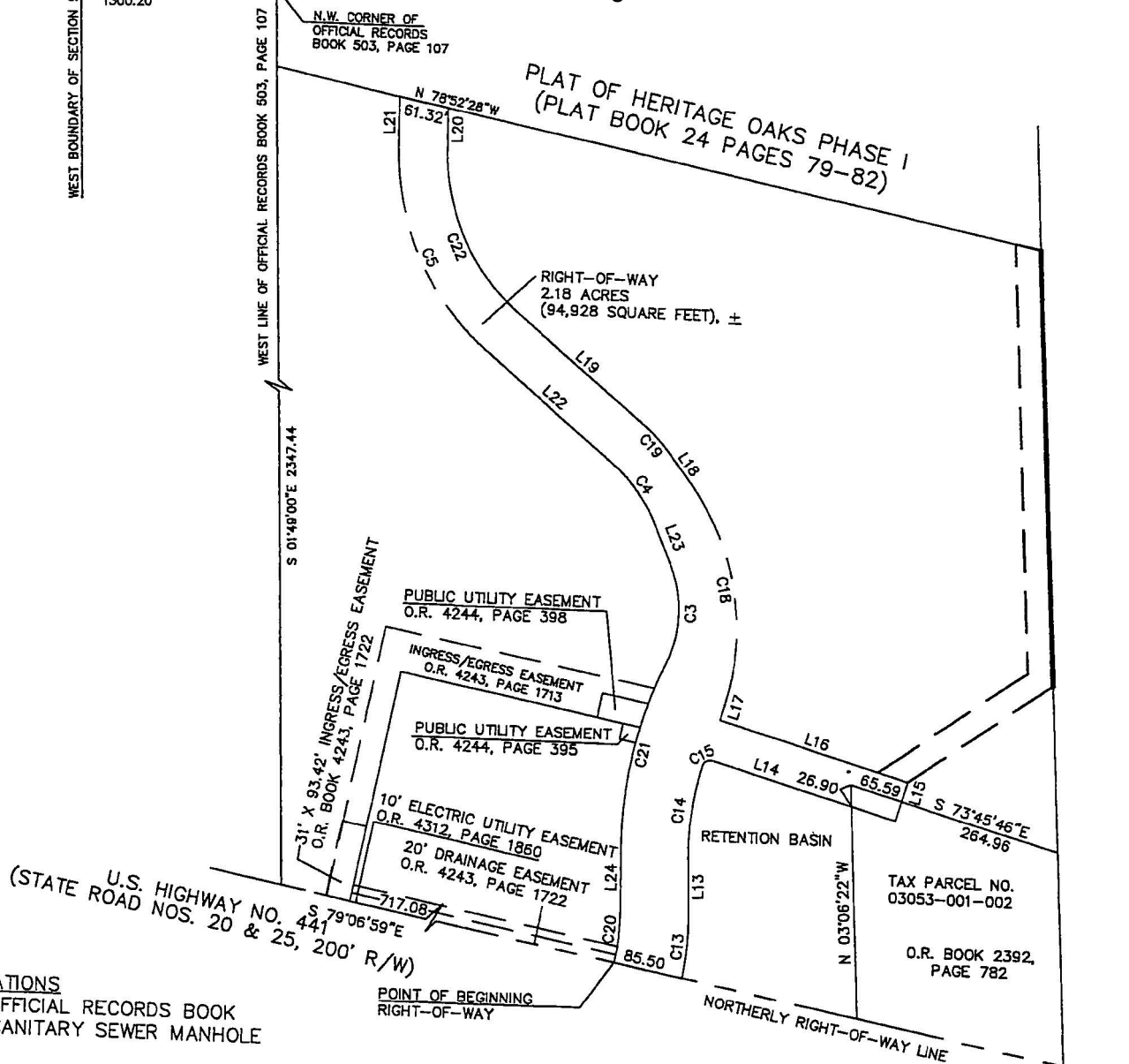
W:\Legals\Alachua Gateway - Ingress, Egress & PUE Revised 3.Docx

POINT OF COMMENCEMENT  
N.W. CORNER OF SECTION 9  
TOWNSHIP 8 SOUTH,  
RANGE 18 EAST

EXHIBIT B  
Page 1A-15

SHEET 1 OF 2

Exhibit A Page 3 of 4



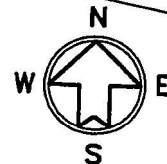
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SCALE: - 1" = 200'



**LEGAL DESCRIPTION SKETCH OF**

A PORTION OF SECTION 9  
TOWNSHIP 8 SOUTH, RANGE 18 EAST  
ALACHUA COUNTY, FLORIDA  
RIGHT-OF-WAY

**FOR:** HIPP INVESTMENTS, LLC

THIS SKETCH OF LEGAL DESCRIPTION MEETS THE STANDARDS OF PRACTICE  
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Corporate Authorization  
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TEL. (352) 373-3541 FAX. (352) 373-7249  
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L4	N 73°42'22"E	4.14
L5	S 23°30'37"E	5.97
L6	S 15°30'02"E	26.07
L7	S 07°48'16"E	10.48
L8	S 00°53'19"E	17.75
L9	S 84°56'44"W	4.12
L10	N 00°19'09"W	6.80
L11	N 73°46'22"W	9.09
L12	N 03°06'22"W	10.34
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# EXHIBIT B Page 5 of 5

LINE	BEARING	DISTANCE
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L47	S 34°21'58" E	63.84

SHEET 2 OF 2

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C1	20°32'05"	500.00	179.20	178.24	90.57	N 09°06'51" E
C2	06°03'24"	500.00	52.86	52.83	26.45	S 22°24'33" W
C3	48°30'51"	150.00	127.01	123.25	67.59	S 01°10'51" W
C4	27°09'40"	200.00	94.81	93.93	48.31	S 36°39'24" E
C5	49°25'53"	320.00	276.08	267.59	147.29	S 25°31'18" E
C6	49°25'53"	330.00	284.70	275.96	151.89	N 25°31'18" W
C7	27°09'40"	190.00	90.07	89.23	45.90	N 36°39'24" W
C8	48°30'51"	140.00	118.54	115.03	63.09	N 01°10'52" E
C9	02°00'46"	510.00	17.92	17.91	8.96	N 24°25'54" E
C10	04°13'40"	510.97	37.70	37.70	18.86	N 21°18'41" E
C11	00°43'11"	259.00	3.25	3.25	1.63	N 49°52'39" W
C12	48°42'42"	259.00	220.20	213.62	117.25	N 25°09'43" W
C13	12°47'39"	337.01	75.25	75.10	37.78	N 04°34'53" E
C14	18°19'21"	352.50	112.73	112.25	56.85	N 07°20'38" E
C15	89°43'19"	10.00	15.66	14.11	9.95	N 61°21'58" E
C16	19°48'09"	301.00	104.03	103.51	52.54	N 04°50'49" E
C17	11°14'23"	301.00	59.05	58.95	29.62	N 10°40'27" W
C18	51°33'03"	301.00	270.82	261.78	145.35	N 11°01'38" W
C19	13°26'05"	201.00	47.13	47.02	23.67	N 43°31'12" W
C20	12°50'20"	300.00	67.22	67.08	33.75	N 05°15'59" E
C21	26°35'29"	500.00	232.05	229.98	118.16	N 12°08'33" E
C22	49°25'53"	259.00	223.45	216.58	119.21	N 25°31'18" W
C23	03°02'03"	352.50	18.67	18.66	9.34	S 14°59'18" W

SCALE: 1" = 100'

## LEGAL DESCRIPTION SKETCH OF

A PORTION OF SECTION 9  
TOWNSHIP 8 SOUTH, RANGE 18 EAST  
ALACHUA COUNTY, FLORIDA.

FOR: HIPP INVESTMENTS, LLC

N. B.G.	CHKD. B.G.	F/W COMP	DWG COMP	PROJ. NO.	FIELD BK.	PAGE NO.
			11/5/2016	13-105		

PREPARED FOR: 1) HIPP INVESTMENTS, LLC  
2)  
3)  
4)

THIS LEGAL DESCRIPTION SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 (2016), FLORIDA STATUTES.

AS OF 11/5/2016  
*Robert W. Graver* ROBERT W. GRAVER P.L.S. 4239  
CORP. CERTIFICATE OF AUTHORIZATION NO LB 2389

# THIS IS NOT A BOUNDARY SURVEY

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



• ENGINEERS • SURVEYORS • PLANNERS

2404 N.W. 43rd ST.  
GAINESVILLE, FLORIDA 32606  
TEL. (352) 373-3541  
FAX. (352) 373-7249

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# EXHIBIT C

Page 1 of 2

engineers • surveyors • planners, inc.

December 4, 2014

Legal Description  
Proposed Right-of-Way  
(Kazbors)

A portion of Fractional Section 9, Township 8 South, Range 18 East, Alachua County, Florida;

Being more particularly described as follows:

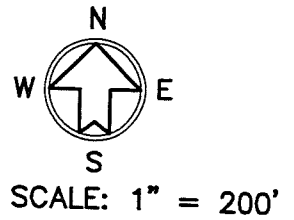
Commence at the Northwest corner of Fractional Section 9, Township 8 South, Range 18 East, Alachua County, Florida and run thence South  $01^{\circ}49'00''$  East, along the west boundary of said Section, 1576.08 feet; thence North  $88^{\circ}33'13''$  East, 1300.20 feet to the Northwest corner of that certain tract of land as described in Official Records Book 503, page 107 of the Public Records of Alachua County, Florida; thence South  $01^{\circ}49'00''$  East, along the west line of said certain tract of land, 2347.44 feet to a point on the northerly right-of-way line of U.S. Highway No. 441 (State Road No.'s 20 and 25 - 200' RW); thence South  $79^{\circ}06'59''$  East, along said right-of-way line, 1022.20 feet to the southwest corner of that certain parcel of land as described in Official Records Book 2392, page 782 of said Public Records; thence North  $03^{\circ}06'22''$  West, along the west line of said certain parcel of land, 259.40 feet to the Point of Beginning; thence continue North  $03^{\circ}06'22''$  West, 26.90 feet to the northwest corner of said certain parcel of land; thence South  $73^{\circ}45'46''$  East, along the northerly line of said certain parcel of land, 65.59 feet; thence South  $16^{\circ}13'38''$  West, 25.38 feet; thence North  $73^{\circ}46'22''$  West, 56.68 feet to the Point of Beginning.

Containing 0.04 Acres, (1,551 square feet), more or less.

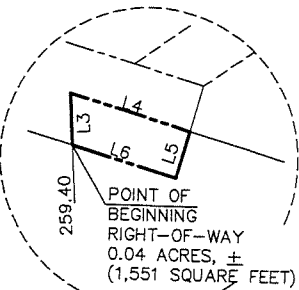
\\Server31\wpdocs\Legal\Alachua, City of\Alachua - Right-Of-Way (Kazbors) - 12-4-14.Docs

2404 NW 43rd Street, Gainesville, FL 32606 • Phone: (352)373-3541 • Fax: (352)373-7249 • [www.edafl.com](http://www.edafl.com)

EXHIBIT C  
Page 2 of 2



LINE	BEARING	DISTANCE
L15	N 16°13'38"E	24.62
L2	N 78°52'28"W	30.95
L3	N 03°06'22"W	26.90
L4	S 73°45'46"E	65.59
L5	S 16°13'38"W	25.38
L6	N 73°46'22"W	56.68



DETAIL  
SCALE: 1" = 100'

**ABBREVIATIONS**  
O.R. = OFFICIAL RECORDS BOOK  
SMH = SANITARY SEWER MANHOLE

## LEGAL DESCRIPTION SKETCH OF

A PORTION OF SECTION 9  
TOWNSHIP 8 SOUTH, RANGE 18 EAST  
ALACHUA COUNTY, FLORIDA

RIGHT-OF-WAY (KAZBORS)  
**FOR:** HIPPI INVESTMENTS, LLC

DRN.	B.G.	CHKD.	B.G.	F/W COMP	DWG COMP	PROJ. NO.	FIELD BK.	PAGE NO.
						11/5/2016	12-113	

PREPARED FOR:  
1) HIPPI INVESTMENTS, LLC  
2)  
3)  
4)

THIS LEGAL DESCRIPTION SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 (2016), FLORIDA STATUTES.  
AS OF 11/5/2016

ROBERT W. GRAVER P.L.S. 4239

CERTIFICATE OF AUTHORIZATION NO. LB 2389

THIS IS NOT A BOUNDARY SURVEY

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



• ENGINEERS • SURVEYORS • PLANNERS

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GAINESVILLE, FLORIDA 32606  
TEL (352) 373-3541  
FAX (352) 373-7249

EXHIBIT "D"

Page 1 of 4

This document prepared by:  
James D. Salter, Esquire  
Salter Feiber, P.A.  
3940 NW 16<sup>th</sup> Blvd., Building B  
Gainesville, FL 32605

**SPECIAL WARRANTY DEED**

THIS INDENTURE made this \_\_\_\_ day of \_\_\_\_\_, 2017, between **TALAL PROPERTIES LIMITED, a Florida limited partnership**, and **TAREK PROPERTIES LIMITED, a Florida limited partnership** whose mailing address is 1326 East Lumsden, Brandon, Florida, 33511, collectively Grantor, and **THE CITY OF ALACHUA, FLORIDA, a Florida municipality**, whose mailing address is P.O. Box 9, Alachua, Florida, 32616, Grantee.

WITNESSETH: That Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration, to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee and Grantee's successors and assigns forever, the following described land in Alachua County, to wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.**

Subject to:

TO HAVE AND TO HOLD the same unto Grantee. The conveyance as to the real property described herein is "as is where is" condition with no warranties as to condition or fitness for a particular purpose, whether expressed or implied and subject to all plats, subdivisions, easements, restrictions, conditions, laws, statutes, zoning, land use restrictions and after execution and delivery, all taxes and assessments whatsoever. Grantor does hereby covenant with Grantee that, except as above noted, that at the time of the delivery of this deed the premises are free from all encumbrances made by Grantor, and the Grantor will warranty and defend the same against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other.

IN WITNESS THEREOF, Grantor has executed this deed under seal the day and year first above written.

SIGNED, SEALED AND DELIVERED  
IN OUR PRESENCE AS WITNESSES:

\_\_\_\_\_  
Witness sign above/Print Name Below

\_\_\_\_\_  
Witness sign above/Print Name Below

Talal Properties Limited, a Florida  
limited partnership  
By: Talal Management, Inc., a Florida  
Corporation, its General Partner

By: \_\_\_\_\_  
Talal Kazbour, President

Tarek Properties Limited, a Florida  
Limited partnership  
By: Tarek Management, Inc., a Florida  
Corporation, its General Partner

By: \_\_\_\_\_  
Tarek Kazbour, President

EXHIBIT D  
Page 2 of 4

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by Talal Kazbour as president of Talal Management, Inc., a Florida corporation the General Partner of Talal Properties Limited, a Florida limited partnership who executed the same on behalf of the corporation on behalf of the partnership. Such person(s) are personally known to me or produced \_\_\_\_\_ as identification.

(SEAL)

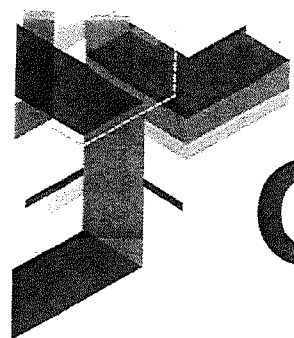
\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires: \_\_\_\_\_  
Serial Number: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by Tarek Kazbour as president of Tarek Management, Inc., a Florida corporation the General Partner of Tarek Properties Limited, a Florida limited partnership who executed the same on behalf of the corporation on behalf of the partnership. Such person(s) are personally known to me or produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires: \_\_\_\_\_  
Serial Number: \_\_\_\_\_



engineers • surveyors • planners, inc.

November 7, 2016

Exhibit A page 1 of 2

Legal Description  
Right-of-Way  
(Kazbors)

A portion of Fractional Section 9, Township 8 South, Range 18 East, Alachua County, Florida;

Being more particularly described as follows:

Commence at the Northwest corner of Fractional Section 9, Township 8 South, Range 18 East, Alachua County, Florida and run thence South  $01^{\circ}49'00''$  East, along the west boundary of said Section, 1576.08 feet; thence North  $88^{\circ}33'13''$  East, 1300.20 feet to the Northwest corner of that certain tract of land as described in Official Records Book 503, page 107 of the Public Records of Alachua County, Florida; thence South  $01^{\circ}49'00''$  East, along the west line of said certain tract of land, 2347.44 feet to a point on the northerly right-of-way line of U.S. Highway No. 441 (State Road No.'s 20 and 25 – 200' R/W); thence South  $79^{\circ}06'59''$  East, along said right-of-way line, 1022.20 feet to the southwest corner of that certain parcel of land as described in Official Records Book 2392, page 782 of said Public Records; thence North  $03^{\circ}06'22''$  West, along the west line of said certain parcel of land, 259.40 feet to the Point of Beginning; thence continue North  $03^{\circ}06'22''$  West, 26.90 feet to the northwest corner of said certain parcel of land; thence South  $73^{\circ}45'46''$  East, along the northerly line of said certain parcel of land, 65.59 feet; thence South  $16^{\circ}13'38''$  West, 25.38 feet; thence North  $73^{\circ}46'22''$  West, 56.68 feet to the Point of Beginning.

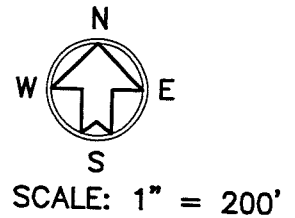
Containing 0.04 Acres, (1,551 square feet), more or less.

\\Server3\Wpdocs\Legals\Alachua - City Of Alachua - Right-Of-Way (Kazbors) - 12-4-14.Docx

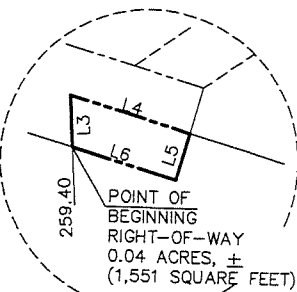
# EXHIBIT D

Page 4 of 4

Exhibit A page 2 of 2



LINE	BEARING	DISTANCE
L15	N 16°13'38"E	24.62
L2	N 78°52'28"W	30.95
L3	N 03°06'22"W	26.90
L4	S 73°45'46"E	65.59
L5	S 16°13'38"W	25.38
L6	N 73°46'22"W	56.68



DETAIL  
SCALE: 1" = 100'

## ABBREVIATIONS

O.R. = OFFICIAL RECORDS BOOK  
SMH = SANITARY SEWER MANHOLE

## LEGAL DESCRIPTION SKETCH OF

A PORTION OF SECTION 9  
TOWNSHIP 8 SOUTH, RANGE 18 EAST  
ALACHUA COUNTY, FLORIDA

RIGHT-OF-WAY (KAZBORS)

FOR: HIPP INVESTMENTS, LLC

DRN.	B.G.	CHKD.	B.G.	F/W COMP	DWG COMP	PROJ. NO.	FIELD BK.	PAGE NO.
					11/5/2016	12-113		

PREPARED FOR:  
1) HIPP INVESTMENTS, LLC  
2)  
3)  
4)

THIS LEGAL DESCRIPTION SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 (2016), FLORIDA STATUTES.  
AS OF 11/5/2016

ROBERT W. GRAVER P.L.S. 4239

CERTIFICATE OF AUTHORIZATION NO. LB 2389

THIS IS NOT A BOUNDARY SURVEY

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



• ENGINEERS • SURVEYORS • PLANNERS

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GAINESVILLE, FLORIDA 32606  
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FAX (352) 373-7249



# EXHIBIT E

Page 1 of 3

engineers • surveyors • planners, inc.

October 10, 2015

G.B. "Cap" Wilson, J.D.  
Director  
Compliance and Risk Management  
City of Alachua

**Re: Alachua Gateway Center – NW 167<sup>th</sup> Blvd. and 163<sup>rd</sup> Lane**

Dear Mr. Wilson,

This letter is to certify that the construction of NW 167<sup>th</sup> Blvd. from US 441 to the entrance of Heritage Oaks subdivision and NW 163<sup>rd</sup> Lane – Phase I was constructed in accordance with the City of Alachua approved construction plans and meeting general FDOT standards including the stormwater system, water system and the sewer system.

The estimated cost of the improvements is \$680,691.50. Please see the attached Right-of-Way Infrastructure Cost Table.

Do not hesitate to contact me if you have any questions or comments about this project.

Sincerely,

Sergio Reyes, P.E.  
President



2

# City of Alachua

Public Services Department

## Right of Way Infrastructure Costs

Project: NW 167<sup>th</sup> BLVD and 163<sup>rd</sup> LANE

Phase: \_\_\_\_\_

Developer: \_\_\_\_\_

Contractor: \_\_\_\_\_

Qty	Item	UOM	Unit Cost	Extended Cost
911	24' wide paved roadway	lf	\$97.00	\$88,367.00
221	36' wide paved roadway	lf	\$144.00	\$31,824.00
301	52' wide paved roadway	lf	\$161.00	\$48,461.00
2,754	Type F curb and gutter	lf	\$17.50	\$48,195.00
512	Type E curb and gutter	lf	\$13.77	\$7,050.24
2,068	5' wide sidewalk	lf	\$29.73	\$61,481.64
5	Detectable Warning	ea	\$402.90	\$2,014.50
1,094	15" RCP stormwater pipe	lf	\$49.11	\$53,726.34
210	18" RCP stormwater pipe	lf	\$43.68	\$9,172.80
48	24" RCP stormwater pipe	lf	\$58.69	\$2,817.12
1	Storm Manhole (Type J-8)	ea	\$4,891.53	\$4,891.53
2	Storm Manhole (Type P-8)	ea	\$2,613.16	\$5,226.32
8	Curb Inlet (Type P-5)	ea	\$3,663.67	\$29,309.36
6	Curb Inlet (Type P-6)	ea	\$4,398.90	\$26,393.40
1	Control Structure (Type C inlet structure)	ea	\$2,373.90	\$2,373.90
1	12" Flared End Section	ea	\$975.87	\$975.87
2	15" Flared End Section	ea	\$1,064.19	\$2,128.38
1	18" Flared End Section	ea	\$1,394.35	\$1,394.35
1	24" Flared End Section	ea	\$1,890.79	\$1,890.79
149	8" PVC stormwater pipe	lf	\$30.00	\$4,470.00
21	12" PVC stormwater pipe	lf	\$40.00	\$840.00
3	6' VVRS	ea	\$4,500.00	\$13,500.00





# City of Alachua

Public Services Department

## Right of Way Infrastructure Costs

Project: NW 167<sup>th</sup> BLVD and 163<sup>rd</sup> LANE

Phase: \_\_\_\_\_

Developer: \_\_\_\_\_

Contractor: \_\_\_\_\_

Qty	Item	UOM	Unit Cost	Extended Cost
197	15" CMP stormwater pipe	lf	\$49.11	\$9,674.67
317	24" CMP stormwater pipe	lf	\$58.69	\$18,604.73
329	30" CMP stormwater pipe	lf	\$66.73	\$21,954.17
308	36" CMP stormwater pipe	lf	\$95.36	\$29,370.88
290	18" CPE stormwater pipe	lf	\$49.00	\$14,210.00
153	24" CPE stormwater pipe	lf	\$58.69	\$8,979.57
339	30" CPE stormwater pipe	lf	\$66.73	\$22,621.47
138	36" CPE stormwater pipe	lf	\$95.36	\$13,159.68
101	42" RCP stormwater pipe	lf	\$113.36	\$11,449.36
4	Inlet (Type C)	ea	\$2,373.90	\$9,495.60
2	Inlet (Type E)	ea	\$2,925.81	\$5,851.62
13	Storm Manhole (Type J-8)	ea	\$4,891.53	\$63,589.89
2	Storm Manhole (Type P-8)	ea	\$2,613.16	\$5,226.32
Total			\$680,691.50	

I certify the costs included to be true and accurate costs for the infrastructure installed on the referenced project that will be conveyed to the City of Alachua for operation and maintenance.

Sergio J. Reyes, P.E.

Name

Signature

President

Title

12/4/14

Date

This instrument prepared by or under the  
direction of and to be returned to:  
James D. Salter, P.A.  
Salter Feiber, P.A.  
3940 NW 16<sup>th</sup> Blvd., Building B  
Gainesville, Florida, 32605

---

***SANITARY SEWER EASEMENT***

THIS SANITARY SEWER EASEMENT, made this 20<sup>th</sup> day of April, 2017, by Hipp Investments, LLC, a Delaware limited liability company, GRANTOR, whose mailing address is P.O. Box 1000, Alachua, Florida, 32616, and the City of Alachua, GRANTEE, whose post office address is PO Box 9, Alachua, Florida 32616.

***WITNESSETH:***

That the said GRANTOR, for and in consideration of the sum of One (\$1.00) Dollar, and other good and valuable consideration, to it in hand paid by GRANTEE, receipt of which is hereby acknowledged, has given and granted, and by these presents does give and grant unto the GRANTEE, its successors and assigns, a perpetual non-exclusive sanitary sewer easement for the purpose of constructing, operating and maintaining a sanitary sewer facility (the "Facility") under and through but not above, the following described property in Alachua County, Florida, to wit:

**SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF (the "Easement Area")**

The rights herein granted to GRANTEE by GRANTOR specifically include: (a) the right to construct, locate, operate, inspect, patrol, alter, improve, repair, rebuild the Facility; (b) the right of ingress and egress to and from the Easement Area at all times; (c) the right to upgrade the Facility; (d) the right to clear the Easement area and keep it cleared of trees, limbs, undergrowth and other obstructions which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation or maintenance of the Facility; (e) the right to trim and cut and keep trimmed and cut any trees and undergrowth on GRANTOR's land adjacent to but outside the Easement Area which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation or maintenance of the Facility; and, (f) all other rights and privileges reasonably necessary for GRANTEE's safe and efficient installation, operation and maintenance of the Facility.

GRANTOR hereby covenants and agrees that, except for paving over the Easement Area or as expressly otherwise provided herein, no buildings, structures or obstacles shall be located, constructed, growing, excavated or created within the Easement Area. All openings and excavations created by GRANTEE for the purpose of examining, repairing, replacing, the Facility will be properly filled by GRANTEE, the surface restored and the Easement area left in good and safe condition.

GRANTOR agrees not to call upon GRANTEE to relocate the Facility unless it is determined jointly by GRANTOR and GRANTEE that such relocation is necessary for the future orderly development of Grantor's adjacent real property and such development is in physical conflict with the Facility. In such event the Facility will be relocated to another mutually agreed upon Easement Area within GRANTOR's premises, provided that GRANTOR executes and delivers to GRANTEE, at no cost to the GRANTEE, an acceptable and recordable easement to accommodate the relocated Facility. The cost of such relocation will be borne solely by GRANTOR unless otherwise agreed in writing by GRANTEE.

GRANTEE shall have quiet and peaceful possession, use and enjoyment of this easement. GRANTOR shall not utilize or permit to be utilized the Easement area in any way that will interfere with GRANTEE's rights, facilities and safe operation and maintenance.

GRANTOR hereby warrants and covenants that GRANTOR is the owner of fee simple title to the premises on which the above described Easement is located and has full right and lawful authority to grant and convey this easement.

TO HAVE AND TO HOLD the same unto the said GRANTEE, its successors and assigns forever.

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed on the day and year aforesaid.

*Signed and delivered  
in our presence as witnesses:*

Witness Signature

Print Name:

Witness Signature

Print Name:

Hipp Investment, LLC, a Delaware  
limited liability company

By:

Virginia Johns, Manager

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 20th day of April, 2017, by Virginia Johns as Manager of Hipp Investments, LLC, a Delaware limited liability company who executed the same on behalf of the company and who is/are personally known to me or produced FL Drivers License as identification.



LISA FREEMAN  
MY COMMISSION # FF 131327  
EXPIRES: June 10, 2018  
Bonded Thru Budget Notary Services



April 20, 2017

**Legal Description**

For: City of Alachua

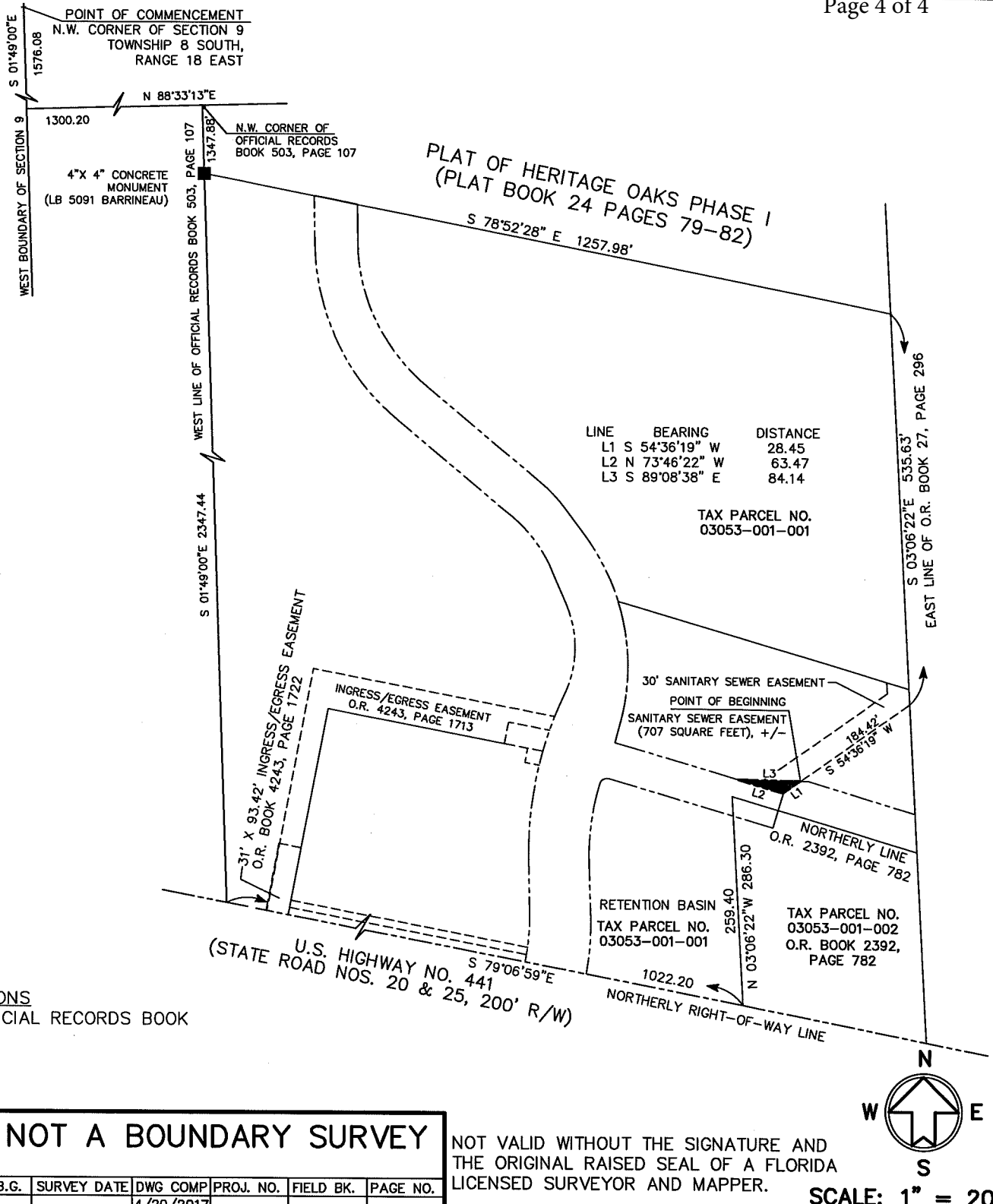
**Alachua Gateway Sanitary Sewer Easement**

A portion of Fractional Section 9, Township 8 South, Range 18 East, City of Alachua, Alachua County, Florida; being more particularly described as follows:

Commence at the Northwest corner of Fractional Section 9, Township 8 South, Range 18 East, Alachua County, Florida and run thence South  $01^{\circ}49'00''$  East, along the west boundary of said Section, 1576.08 feet; thence North  $88^{\circ}33'13''$  East, 1300.20 feet to the Northwest corner of that certain tract of land as described in Official Records Book 503, page 107 of the Public Records of Alachua County, Florida; thence South  $01^{\circ}49'00''$  East, along the west line of said certain tract of land, 1347.88 feet to a 4" X 4" concrete monument (stamped "LB 5091 BARRINEAU") as depicted on 'Heritage Oaks Phase I', a subdivision as per plat thereof, recorded in Plat Book 24, page 79 of said Public Records; thence South  $78^{\circ}52'28''$  East, along the south boundary of said Heritage Oaks Phase I, a distance of 1257.98 feet to the southeast corner of said Heritage Oaks Phase I and to a point on the east line of that certain tract of land as described in Official Records Book 27, page 296 of said Public Records; thence South  $03^{\circ}06'22''$  East, along said east line, 535.63 feet; thence South  $54^{\circ}36'19''$  West, 184.42 feet to the Point of Beginning; thence continue South  $54^{\circ}36'19''$  West, 28.45 feet; thence North  $73^{\circ}46'22''$  West, 63.47 feet; thence South  $89^{\circ}08'38''$  East, 84.14 feet to the Point of Beginning.

Containing (707 Square Feet), more or less.

J:\BOB\ALACHUA GATEWAY (PUBLIX)\Cofalse.dwg



THIS IS NOT A BOUNDARY SURVEY

DRN.	B.G.	CHKD. B.G.	SURVEY DATE	DWG COMP	PROJ. NO.	FIELD BK.	PAGE NO.
			4/20/2017				

**LEGAL DESCRIPTION SKETCH OF**

A PORTION OF SECTION 9  
TOWNSHIP 8 SOUTH, RANGE 18 EAST  
ALACHUA COUNTY, FLORIDA  
SANITARY SEWER EASEMENT

FOR: CITY OF ALACHUA

THIS SKETCH OF LEGAL DESCRIPTION MEETS THE STANDARDS OF PRACTICE  
AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND  
MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO  
SECTION 472.027 (2016), FLORIDA STATUTES.

BY: ROBERT W. GRAVER P.S.M. 4239

Corporate Authorization  
No. LB 2389



eda engineers-surveyors-planners, inc.

LB 2389  
2404 N.W. 43rd ST, GAINESVILLE, FLORIDA 32606-6602  
TEL. (352) 373-3541 FAX. (352) 373-7249  
E-MAIL: mail@edapl.com

This instrument prepared by or under the direction of and to be returned to:  
James D. Salter, P.A.  
Salter Feiber, P.A.  
3940 NW 16<sup>th</sup> Blvd., Building B  
Gainesville, Florida, 32605

**EXHIBIT** 2

Page 1 of 4

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*EASEMENT*

THIS EASEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by Hipp Investments, LLC, a Delaware limited liability company, GRANTOR, whose mailing address is P.O. Box 1000, Alachua, Florida, 32616, and the City of Alachua, GRANTEE, whose post office address is PO Box 9, Alachua, Florida 32616.

*WITNESSETH:*

That the said GRANTOR, for and in consideration of the sum of One (\$1.00) Dollar, and other good and valuable consideration, to it in hand paid by GRANTEE, receipt of which is hereby acknowledged, has given and granted, and by these presents does give and grant unto the GRANTEE, its successors and assigns, a perpetual non-exclusive easement for the purpose of constructing, operating and maintaining municipal public utility facilities including, but not limited to, electric, water, wastewater, reclaimed water utility facilities and related appurtenances under and through but not above, the following described property in Alachua County, Florida, to wit:

**See Exhibit "A" Attached Hereto And Made A Part Hereof, Describing Public Utility Easement No. 1. Easement Shall Be Limited To Underground Utilities, Street Lighting and Surface Support Facilities Such As Those Described On Page Two Of This Easement. No Overhead Facilities Shall Be Permitted.**

The rights herein granted to GRANTEE by GRANTOR specifically include: (a) the right to construct, locate, operate, inspect, patrol, alter, improve, repair, rebuild, relocate and remove said facilities; (b) the right of ingress and egress to and from the Easement Area at all times; (c) the right to upgrade the quantity and type of facilities; (d) the right to clear the Easement area and keep it cleared of trees, limbs, undergrowth and other obstructions which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation or maintenance of said facilities; (e) the right to trim and cut and keep trimmed and cut any trees and undergrowth on GRANTOR's land adjacent to but outside the Easement Area which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation or maintenance of said facilities; and, (f) all other rights and privileges reasonably necessary for GRANTEE's safe and efficient installation, operation and maintenance of said facilities.

GRANTOR hereby covenants and agrees that, except as expressly provided herein, no buildings, structures or obstacles shall be located, constructed, growing, excavated or created within the Easement Area. All openings and excavations created by GRANTEE for the purpose of examining, repairing, replacing, altering or extending the facilities will be properly filled by GRANTEE, the surface restored and the Easement area left in good and safe condition. Moveable fences and shrubs are permitted on the Easement area provided they are placed so as to allow ready access to GRANTEE's facilities and provide a working space of not less than six feet (6') from fire hydrants and manhole centers, ten feet (10') from the opening side of any pad mounted transformer, three feet (3') from water meter and valve box centers and four feet (4') from the other three sides of any pad mounted transformer. GRANTOR

assumes all risk of loss to any object placed in the easement area. Further, there must be unobstructed access to fire hydrants from the roadway or closest paved surface.

GRANTOR agrees not to call upon GRANTEE to relocate its facilities unless it is determined jointly by GRANTOR and GRANTEE that such relocation is necessary for the future orderly development of the premises and such development is in physical conflict with GRANTEE's facilities. In such event, said facilities will be relocated to another mutually agreed upon Easement Area within GRANTOR's premises, provided that GRANTOR executes and delivers to GRANTEE, at no cost to the GRANTEE, an acceptable and recordable easement to accommodate the relocated facilities. The cost of such relocation will be borne solely by GRANTOR unless otherwise agreed in writing by GRANTEE.

GRANTEE shall have quiet and peaceful possession, use and enjoyment of this easement. GRANTOR shall not utilize or permit to be utilized the Easement area in any way that will interfere with GRANTEE's rights, facilities and safe operation and maintenance.

GRANTOR hereby warrants and covenants that GRANTOR is the owner of fee simple title to the premises on which the above described Easement is located and has full right and lawful authority to grant and convey this easement.

TO HAVE AND TO HOLD the same unto the said GRANTEE, its successors and assigns forever.

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed on the day and year aforesaid.

Signed and delivered  
in our presence as witnesses:

Witness Signature

Print Name:

Witness Signature

Print Name:

Hipp Investment, LLC, a Delaware  
limited liability company

By:

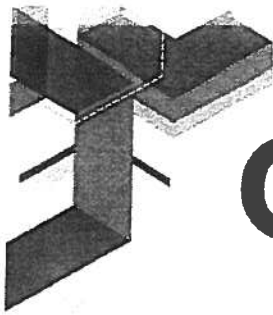
Virginia Johns, Manager

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 20th day of April, 2017, by Virginia Johns as Manager of Hipp Investments, LLC, a Delaware limited liability company who executed the same on behalf of the company and who is/are personally known to me or produced FL Drivers License as identification.



LISA FREEMAN  
MY COMMISSION # FF 131327  
EXPIRES: June 10, 2018  
Bonded Thru Budget Notary Services



engineers • surveyors • planners, inc.

November 7, 2016

Legal Description

Utility Easement No. 1 – Alachua Gateway

A portion of Section 9, Township 8 South, Range 18 East, Alachua County, Florida; being more particularly described as follows:

Commence at the northwest corner of Section 9, Township 8 South, Range 18 East, Alachua County, Florida, and run thence South 01°49'00" East, along the west boundary of said Section, 1576.08 feet; thence North 88°33'13" East, 1300.20 feet to the northwest corner of that certain tract of land as described in Official Records Book 503, page 107 of the Public Records of Alachua County, Florida; thence South 01°49'00" East, along the west line of said certain tract of land, 2347.44 feet to a point on the northerly right of way line of U.S. Highway No. 441 (State Road Nos. 20 & 25, 200' R/W); thence South 79°06'59" East, along said right of way line, 818.15 feet to the Point of Beginning; thence continue South 79°06'59" East, along said right of way line, 10.19 feet; thence North 00°19'09" West, 6.80 feet; thence South 78°20'14" East, 194.18 feet; thence North 03°06'22" West, 10.34 feet; thence North 78°20'14" West, 193.67 feet; thence North 00°19'09" West, 77.38 feet; thence North 02°25'36" West, 99.09 feet; thence North 02°44'30" East, 15.22 feet; thence North 16°13'38" East, 63.65 feet; thence North 73°46'22" West, 9.09 feet to the beginning of a curve, concave southeast having a radius of 10.00 feet; thence southwesterly, along the arc of said curve, through a central angle of 89°43'19", an arc distance of 15.66 feet, said arc being subtended by a chord having a bearing and distance of South 61°21'58" West, 14.11 feet to the beginning of a curve, concave southeasterly, having a radius of 352.50 feet; thence southwesterly, along the arc of said curve, through a central angle of 03°02'03", an arc distance of 18.67 feet, said arc being subtended by a chord, having a bearing and distance of South 14°59'18" West, 18.66 feet; thence South 02°44'30" West, 54.10 feet; thence South 02°25'36" East, 99.35 feet; thence South 00°19'09" East, 92.23 feet to the Point of Beginning.

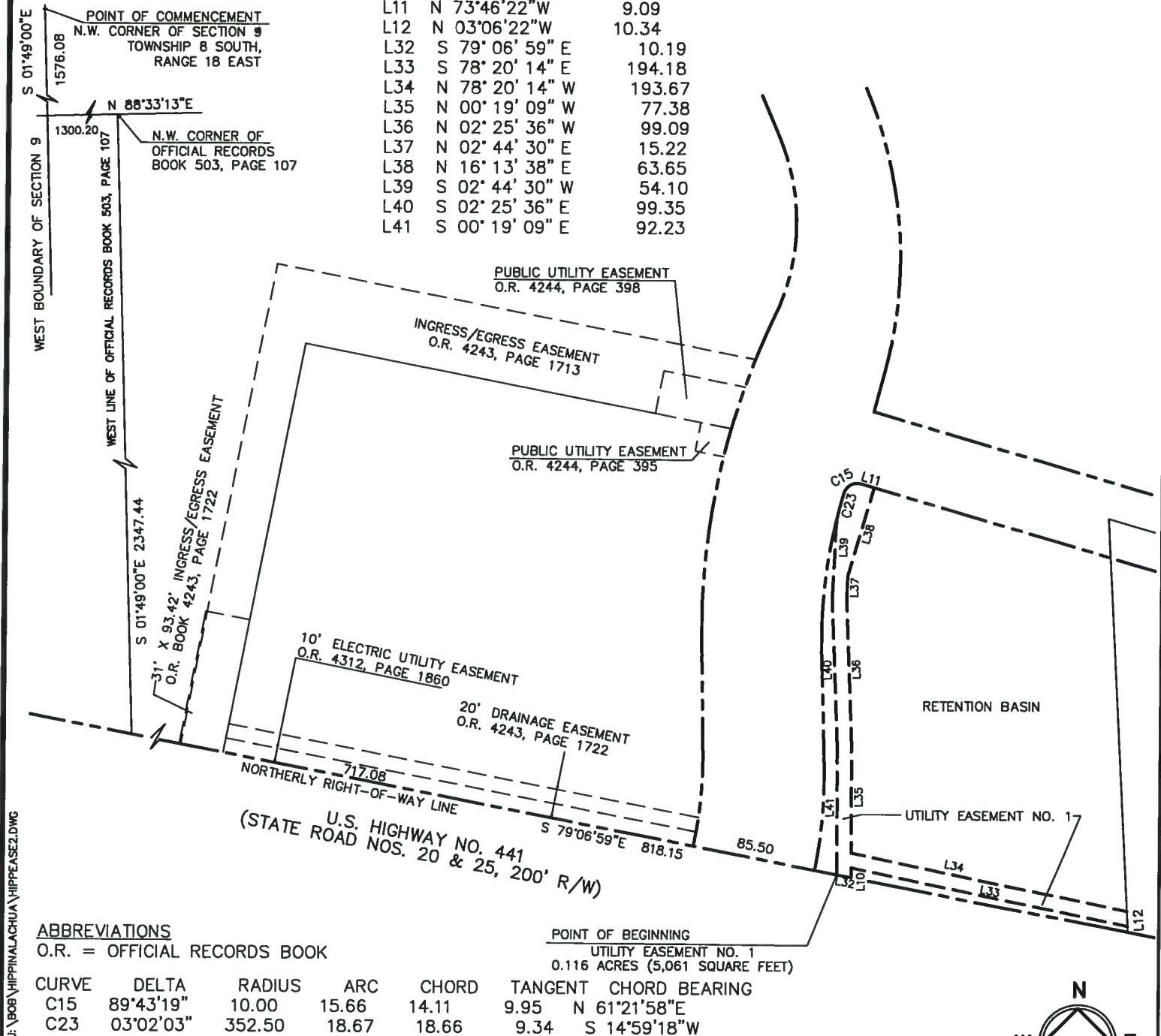
Containing 0.116 of an acre (5,061 square feet), more or less.

Document1



EXHIBIT G  
Page 4 of 4

LINE	BEARING	DISTANCE
L10	N 00°19'09"W	6.80
L11	N 73°46'22"W	9.09
L12	N 03°06'22"W	10.34
L32	S 79°06'59"E	10.19
L33	S 78°20'14"E	194.18
L34	N 78°20'14"W	193.67
L35	N 00°19'09"W	77.38
L36	N 02°25'36"W	99.09
L37	N 02°44'30"E	15.22
L38	N 16°13'38"E	63.65
L39	S 02°44'30"W	54.10
L40	S 02°25'36"E	99.35
L41	S 00°19'09"E	92.23

**THIS IS NOT A BOUNDARY SURVEY**NOT VALID WITHOUT THE SIGNATURE AND  
THE ORIGINAL RAISED SEAL OF A FLORIDA  
LICENSED SURVEYOR AND MAPPER.

SCALE: 1" = 100'

DRN. B.G.	CHKD. B.G.	SURVEY DATE	DWG COMP	PROJ. NO.	FIELD BK.	PAGE NO.
		4/19/17	13-105			

**LEGAL DESCRIPTION SKETCH OF**A PORTION OF SECTION 9  
TOWNSHIP 8 SOUTH, RANGE 18 EAST

ALACHUA COUNTY, FLORIDA.

UTILITY EASEMENT NO. 1

FOR: HIPP INVESTMENTS, LLC

THIS SKETCH OF LEGAL DESCRIPTION MEETS THE STANDARDS OF PRACTICE  
AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND  
MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO  
SECTION 472.027 (2016), FLORIDA STATUTES.

BY: ROBERT W. GRAVES P.S.M. 4239

Corporate Authorization  
No. LB 2389

eda engineers-surveyors-planners, inc.

LB 2389  
2404 N.W. 43rd ST, GAINESVILLE, FLORIDA 32606-6602  
TEL. (352) 373-3541 FAX. (352) 373-7249  
E-MAIL: mail@edafll.com

This instrument prepared by:  
James D. Salter, Esq.  
Salter Feiber, P.A.  
P.O. Box 357399  
Gainesville, FL 32635

Tax Parcel No.: 03053-001-001

Section 9, Township 8 South, Range 18 East

## GRANT OF NONEXCLUSIVE EASEMENT FOR USE OF DRAINAGE FACILITIES

Grant of Nonexclusive Easement for Use of Drainage Facilities (Easement), made this 20 day of April, 2017, between Hipp Investments, LLC a Delaware Limited Liability Company, GRANTOR, whose mailing address is Post Office Box 1000, Alachua, Florida 32616, and City of Alachua, GRANTEE, whose mailing address is Post Office Box 9, Alachua, Florida 32616.

A. Grantor is the sole owner of land underlying that certain drainage basin as more particularly described on the attached and incorporated Exhibit 1 (the "Drainage Basin").

B. Grantor was the sole owner of contiguous lands north and east of the Drainage Basin, remains owner of part of such contiguous lands, also is owner of NW 167 Blvd. and a major portion of NW 163 Lane (Roadways Property more particularly described on Exhibit 2), and, the thereon located utility infrastructure.

C. The Roadways Property has and does provide ingress and egress, for the service of public utilities and road frontage to the contiguous property.

D. The water drainage system in place on the Roadways Property collects storm water from the Roadways Property that is directed to and drains into the Drainage Basin.

E. Grantor offered dedication of the Roadways Property as Grantee owned and maintained public streets.

F. Grantee found certain obligations, conditions and provisions of a Master Declaration of contiguous property, recorded in OR Book 2643 Page 797 and a separate Reciprocal Easement and Restrictive Covenant Agreement, recorded in OR Book 2643 Page 783, of the Public Records of Alachua County, to be unacceptable and required that that the Roadways property, Exhibits 2 and 3, be removed from both the Master Declaration and the Reciprocal Easement and Restrictive Covenant Agreements. The Roadways Property was removed from both documents by instruments recorded in the Public Records of Alachua County, Florida, thereby allowing Grantor the ability to deliver this non-exclusive drainage easement over the Drainage Basin to Grantee free and clear of any burden, cost, maintenance, liability, control or expense,

G. Grantee has accepted and has taken title to the Roadways Property, NW 167 Blvd. and NW 163 Lane by deeds, thereby relieving contiguous property owners, including Grantor, of the maintenance, property tax, liability and repair expense associated with ownership. This nonexclusive drainage easement over the Drainage Basin is delivered to Grantee free and clear, now or in the future, of any cost or burden in exchange and recognition of the Grantee accepting the herein described cost and expense of maintaining the Roadways with its thereon located drainage system (other than Drainage Basin) and other utility infrastructure.

EXHIBIT H  
Page 2 of 15

NOW THEREFORE, Grantor, in consideration of the above described mutual covenants, terms, conditions, ten dollars and other valuable consideration, hereby grants to Grantee a perpetual nonexclusive right and easement for the purpose of the Drainage Basin receiving all storm water from NW 167 Blvd. and NW 163 Lane.

IN WITNESS WHEREOF, Grantor has set its hand and Seal the day and year first written above together with Grantee who likewise sets its hand and seal as of the day and year first written above.

NO FURTHER TEXT ON THIS PAGE

EXECUTION PAGE FOLLOWS

EXHIBIT H  
3 of 15

Signed, sealed and delivered  
in our presence as witnesses:

GRANTOR: Hipp Investments, LLC, a  
Delaware Limited Liability Company

  
\_\_\_\_\_  
Witness Sign Above

By:   
\_\_\_\_\_  
Virginia H. Johns, Manager

JAMES D. SALTER  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Witness Sign Above

Lisa Freeman  
\_\_\_\_\_  
Print Name

GRANTEE: City of Alachua

\_\_\_\_\_  
Witness Sign Above

By: \_\_\_\_\_  
Gib Coerper, Mayor

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness Sign Above

\_\_\_\_\_  
Print Name

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 24th day of April, 2017, by Virginia H. Johns, Manager of Hipp Investments, LLC, a Delaware Limited Liability Company who executed the same on behalf of the company and who is ☐ personally known to me or ☐ who has produced FL - Drivers License as identification.



LISA FREEMAN  
MY COMMISSION # FF 131327  
EXPIRES: June 10, 2018  
Bonded Thru Budget Notary Services

  
\_\_\_\_\_  
Notary Public - State of Florida  
Print:

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of April, 2017, by Gib Coerper, as Mayor, who executed the same on behalf of the City of Alachua and who is personally known to me.

\_\_\_\_\_  
Notary Public - State of Florida  
Print:



engineers • surveyors • planners, inc.

Exhibit 1  
Page 1 of 3

December 3, 2014

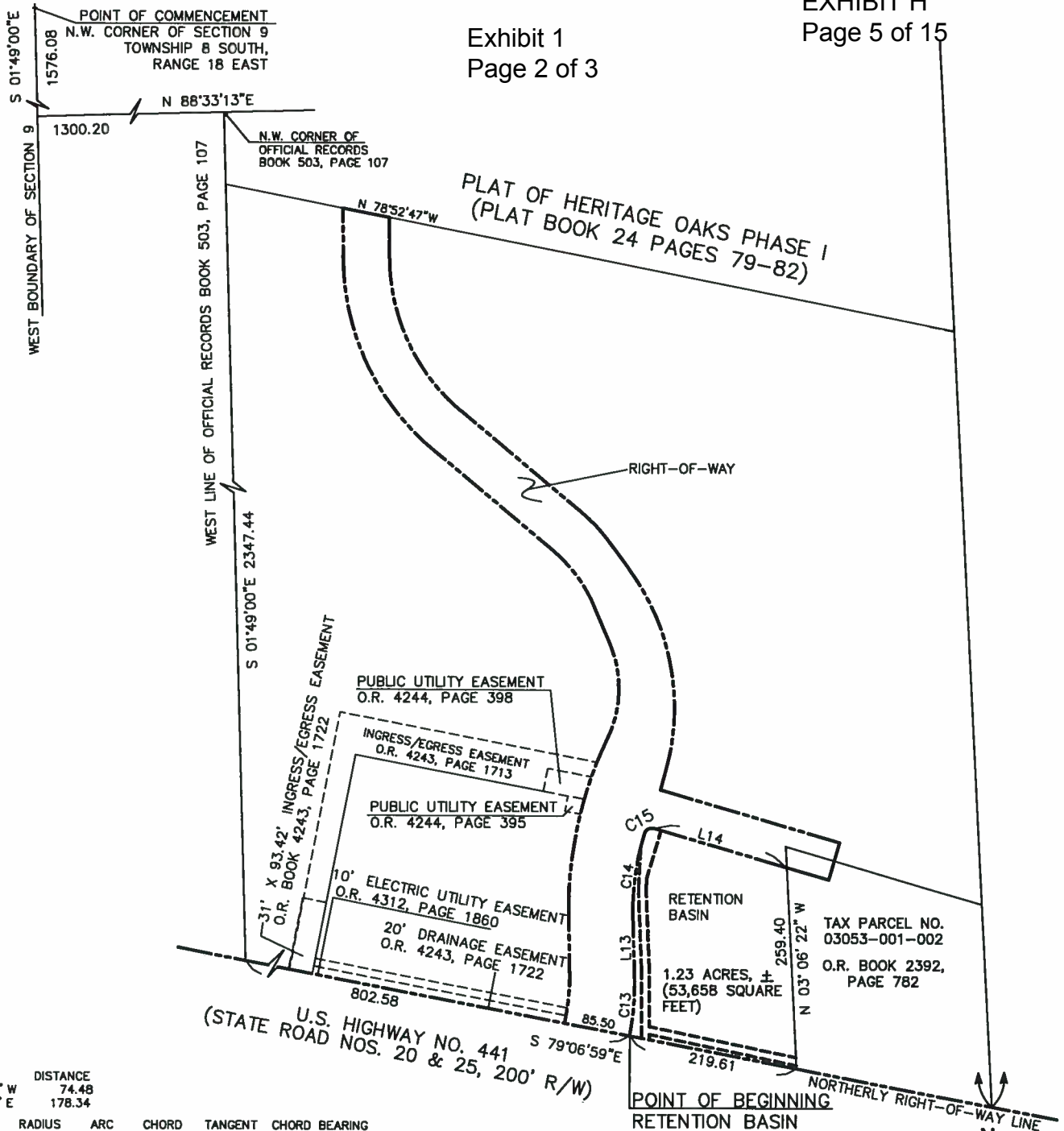
Legal Description  
Alachua Gateway Retention Basin

A portion of Section 9, Township 8 South, Range 18 East, Alachua County, Florida;  
being more particularly described as follows:

Commence at the northwest corner of Section 9, Township 8 South, Range 18 East, Alachua County, Florida, and run thence South  $01^{\circ}49'00''$  East, along the west boundary of said Section, 1576.08 feet; thence North  $88^{\circ}33'13''$  East, 1300.20 feet to the northwest corner of that certain tract of land as described in Official Records Book 503, page 107 of the Public Records of Alachua County, Florida; thence South  $01^{\circ}49'00''$  East, along the west line of said certain tract of land, 2347.44 feet to a point on the northerly right of way line of U.S. Highway No. 441 (State Road Nos. 20 & 25, 200' RW); thence South  $79^{\circ}06'59''$  East, along said right of way line, 802.58 feet to the Point of Beginning; thence continue South  $79^{\circ}06'59''$  East, along said right of way line, 219.61 feet to the southwest corner of that certain parcel of land as described in Official Records Book 2392, page 782 of said Public Records; thence North  $03^{\circ}06'22''$  West, along the west line of said certain parcel of land, 259.40 feet; thence North  $73^{\circ}46'22''$  West, 178.34 feet to the beginning of a curve, concave southeasterly, having a radius of 10.00 feet; thence southwesterly, along the arc of said curve, through a central angle of  $89^{\circ}43'19''$ , an arc distance of 15.66 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of South  $61^{\circ}21'58''$  West, 14.11 feet, the end of said curve being the beginning of a curve, concave easterly, having a radius of 352.50 feet; thence southerly, along the arc of said curve, through a central angle of  $18^{\circ}19'21''$ , an arc distance of 112.73 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of South  $07^{\circ}20'38''$  West, 112.25 feet; thence South  $01^{\circ}49'02''$  East, 74.48 feet to the beginning of a curve, concave westerly having a radius of 337.01 feet; thence southerly, along the arc of said curve, through a central angle of  $12^{\circ}47'39''$ , an arc distance of 75.25 feet to the Point of Beginning, said arc being subtended by a chord having a bearing and distance of South  $04^{\circ}34'53''$  West, 75.10 feet.

Containing 1.23 Acres (53,658 square feet), more or less.

\\Server3\Wpdocs\Legals\Alachua Gateway - Retention Basin.Docx



LINE	BEARING	DISTANCE
L13	N 01°49'02"W	74.48
L14	S 73°46'22"E	178.34

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C13	12°47'39"	337.01	75.25	75.10	37.78	N 04°34'53"E
C14	18°19'21"	352.50	112.73	112.25	56.85	N 07°20'38"E
C15	89°43'19"	10.00	15.66	14.11	9.95	N 61°21'58"E

**THIS IS NOT A BOUNDARY SURVEY**

DRN.	CHKD.	SURVEY DATE	DWG COMP	PROJ. NO.	FIELD BK.	PAGE NO.
		4/19/17		12-113		

**LEGAL DESCRIPTION SKETCH OF**

A PORTION OF SECTION 9  
TOWNSHIP 8 SOUTH, RANGE 18 EAST  
ALACHUA COUNTY, FLORIDA  
RETENTION BASIN

**FOR:** HIPPI INVESTMENTS, LLC

THIS SKETCH OF LEGAL DESCRIPTION MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 (2016), FLORIDA STATUTES.

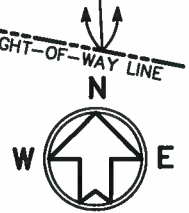
BY: ROBERT W. GRAVER P.S.M. 4239

Corporate Authorization  
No. LB 2389

**ABBREVIATIONS**

O.R. = OFFICIAL RECORDS BOOK

NOT VALID WITHOUT THE SIGNATURE AND  
THE ORIGINAL RAISED SEAL OF A FLORIDA  
LICENSED SURVEYOR AND MAPPER.



SCALE: 1" = 200'



eda engineers-surveyors-planners, inc.

LB 2389  
2404 N.W. 43rd ST, GAINESVILLE, FLORIDA 32606-6602  
TEL. (352) 373-3541 FAX. (352) 373-7249  
E-MAIL: mail@edafll.com

LINE	BEARING	DISTANCE
L1	N 39°45'45"E	4.74
L2	S 39°45'45"W	4.74
L3	S 66°34'29"E	0.97
L4	N 73°42'22"E	4.14
L5	S 23°30'37"E	5.97
L6	S 15°30'02"E	26.07
L7	S 07°48'16"E	10.48
L8	S 00°53'19"E	17.75
L9	S 84°56'44"W	4.12
L10	N 00°19'09"W	6.80
L11	N 73°46'22"W	9.09
L12	N 03°06'22"W	10.34
L13	N 01°49'02" W	74.48
L14	S 73°46'22" E	178.34
L15	N 16°13'38" E	24.62
L16	N 73°46'22" W	241.08
L17	N 14°44'53" E	28.60
L18	N 36°48'10" W	46.40
L19	N 50°14'15" W	204.90
L20	N 00°48'21" W	52.57
L21	S 00°48'21" E	66.10
L22	S 50°14'15" E	203.09
L23	S 23°04'34" E	49.38
L24	S 01°09'12" E	74.59
L25	N 79°06'59" W	11.09
L26	N 23°04'34" W	49.38

LINE	BEARING	DISTANCE
L27	N 50°14'15" W	53.81
L28	N 50°14'15" W	27.28
L29	N 50°14'15" W	122.01
L30	N 00°48'21" W	68.21
L31	S 78°52'47" E	10.22
L32	S 79°06'59" E	10.19
L33	S 78°20'14" E	194.18
L34	N 78°20'14" W	193.67
L35	N 00°19'09" W	77.38
L36	N 02°25'36" W	99.09
L37	N 02°44'30" E	15.22
L38	N 16°13'38" E	63.65
L39	S 02°44'30" W	54.10
L40	S 02°25'36" E	99.35
L41	S 00°19'09" E	92.23
L42	N 00°48'21" W	38.54
L43	S 10°20'27" E	87.09
L44	S 17°39'34" E	28.26
L45	S 22°40'12" E	33.83
L46	S 27°04'45" E	39.74
L47	S 34°21'58" E	63.84

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C1	20°32'05"	500.00	179.20	178.24	90.57	N 09°06'51" E
C2	06°03'24"	500.00	52.86	52.83	26.45	S 22°24'33" W
C3	48°30'51"	150.00	127.01	123.25	67.59	S 01°10'51" W
C4	27°09'40"	200.00	94.81	93.93	48.31	S 36°39'24" E
C5	49°25'53"	320.00	276.08	267.59	147.29	S 25°31'18" E
C6	49°25'53"	330.00	284.70	275.96	151.89	N 25°31'18" W
C7	27°09'40"	190.00	90.07	89.23	45.90	N 36°39'24" W
C8	48°30'51"	140.00	118.54	115.03	63.09	N 01°10'52" E
C9	02°00'46"	510.00	17.92	17.91	8.96	N 24°25'54" E
C10	04°13'40"	510.97	37.70	37.70	18.86	N 21°18'41" E
C11	00°43'11"	259.00	3.25	3.25	1.63	N 49°52'39" W
C12	48°42'42"	259.00	220.20	213.62	117.25	N 25°09'43" W
C13	12°47'39"	337.01	75.25	75.10	37.78	N 04°34'53" E
C14	18°19'21"	352.50	112.73	112.25	56.85	N 07°20'38" E
C15	89°43'19"	10.00	15.66	14.11	9.95	N 61°21'58" E
C16	19°48'09"	301.00	104.03	103.51	52.54	N 04°50'49" E
C17	11°14'23"	301.00	59.05	58.95	29.62	N 10°40'27" W
C18	51°33'03"	301.00	270.82	261.78	145.35	N 11°01'38" W
C19	13°26'05"	201.00	47.13	47.02	23.67	N 43°31'12" W
C20	12°50'20"	300.00	67.22	67.08	33.75	N 05°15'59" E
C21	26°35'29"	500.00	232.05	229.98	118.16	N 12°08'33" E
C22	49°25'53"	259.00	223.45	216.58	119.21	N 25°31'18" W
C23	03°02'03"	352.50	18.67	18.66	9.34	S 14°59'18" W

NOT VALID WITHOUT THE SIGNATURE AND  
THE ORIGINAL RAISED SEAL OF A FLORIDA  
LICENSED SURVEYOR AND MAPPER.

DRN. B.G.	CHKD. B.G.	SURVEY DATE	DWG COMP	PROJ. NO.	FIELD BK.	PAGE NO.
		11/9/16		13-105		

### LEGAL DESCRIPTION SKETCH OF

A PORTION OF SECTION 9  
TOWNSHIP 8 SOUTH, RANGE 18 EAST  
ALACHUA COUNTY, FLORIDA.  
RETENTION BASIN

FOR: HIPP INVESTMENTS, LLC

THIS SKETCH OF LEGAL DESCRIPTION MEETS THE STANDARDS OF PRACTICE  
AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND  
MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO  
SECTION 472.027 (2016), FLORIDA STATUTES.

BY: ROBERT W. GRAVER P.S.M. 4239

Corporate Authorization  
No. LB 2389



eda engineers-surveyors-planners, inc.

LB 2389  
2404 N.W. 43rd ST, GAINESVILLE, FLORIDA 32606-6602  
TEL. (352) 373-3541 FAX. (352) 373-7249  
E-MAIL: mail@edapl.com



**EXHIBIT 2**

Page 1 of 6



engineers • surveyors • planners, inc.

December 3, 2014

## Legal Description

Right-of-Way – Alachua Gateway

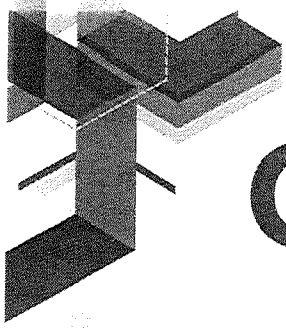
A portion of Section 9, Township 8 South, Range 18 East, Alachua County, Florida; being more particularly described as follows:

Commence at the northwest corner of Section 9, Township 8 South, Range 18 East, Alachua County, Florida, and run thence South  $01^{\circ}49'00''$  East, along the west boundary of said Section, 1576.08 feet; thence North  $88^{\circ}33'13''$  East, 1300.20 feet to the northwest corner of that certain tract of land as described in Official Records Book 503, page 107 of the Public Records of Alachua County, Florida; thence South  $01^{\circ}49'00''$  East, along the west line of said certain tract of land, 2347.44 feet to a point on the northerly right of way line of U.S. Highway No. 441 (State Road Nos. 20 & 25, 200' RW); thence South  $79^{\circ}06'59''$  East, along said right of way line, 717.08 feet to the Point of Beginning; thence continue South  $79^{\circ}06'59''$  East, along said right of way line, 85.50 feet to a point lying on the arc of a curve, concave westerly, having a radius of 337.01 feet; thence northerly, along the arc of said curve, through a central angle of  $12^{\circ}47'39''$ , an arc distance of 75.25 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of North  $04^{\circ}34'53''$  East, 75.10 feet; thence North  $01^{\circ}49'02''$  West, 74.48 feet to the beginning of a curve, concave easterly, having a radius of 352.50 feet; thence northerly, along the arc of said curve, through a central angle of  $18^{\circ}19'21''$ , an arc distance of 112.73 feet, said arc being subtended by a chord having a bearing and distance of North  $07^{\circ}20'38''$  East, 112.25 feet to the end of said curve and the beginning of a curve concave southeasterly having a radius of 10.00 feet; thence northeasterly, along the arc of said, curve, through a central angle of  $89^{\circ}43'19''$ , an arc distance of 15.66 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of North  $61^{\circ}21'58''$  East, 14.11 feet; thence South  $73^{\circ}46'22''$  East, 178.34 feet to a point on the west line of that certain parcel of land as described in Official Records Book 2392, page 787. of said Public Records; thence North  $03^{\circ}06'22''$  West, 26.90 feet to the northwest corner of said certain parcel of land; thence South  $73^{\circ}45'46''$  East, along the north line of said certain parcel of land, 65.59 feet; thence North  $16^{\circ}13'38''$  East, 24.62 feet; thence North  $73^{\circ}46'22''$  West, 241.08 feet; thence North  $14^{\circ}44'53''$  East, 28.60 feet to the beginning of a curve, concave westerly, having a radius of 301.00 feet; thence northerly, along the arc of said curve, through a central angle of  $51^{\circ}33'03''$ , an arc distance of 270.82 feet to the end of said curve, said arc being subtended by a chord having a bearing and



distance of North  $11^{\circ}01'38''$  West, 261.78 feet; thence North  $36^{\circ}48'10''$  West, 46.40 feet to the beginning of a curve, concave southwesterly, having a radius of 201.00 feet; thence northwesterly, along the arc of said curve, through a central angle of  $13^{\circ}26'05''$ , an arc distance of 47.13 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of North  $43^{\circ}31'12''$  West, 47.02 feet; thence North  $50^{\circ}14'15''$  West, 204.90 feet to the beginning of a curve, concave northeasterly, having a radius of 259.00 feet; thence northwesterly, along the arc of said curve, through a central angle of  $49^{\circ}25'53''$ , an arc distance of 223.45 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of North  $25^{\circ}31'18''$  West, 216.58 feet; thence North  $00^{\circ}48'21''$  West, 52.57 feet; thence North  $78^{\circ}52'47''$  West, 61.32 feet; thence South  $00^{\circ}48'21''$  East, 66.10 feet to the beginning of a curve, concave northeasterly, having a radius of 320.00 feet; thence southeasterly, along the arc of said curve, through a central angle of  $49^{\circ}25'53''$ , an arc distance of 276.08 feet to the end of said curve, said arc being subtended by a chord, having a bearing and distance of South  $25^{\circ}31'18''$  East, 267.59 feet; thence South  $50^{\circ}14'15''$  East, 203.09 feet to the beginning of a curve, concave southwesterly, having a radius of 200.00 feet; thence southeasterly, along the arc of said curve, through a central angle of  $27^{\circ}09'40''$ , an arc distance of 94.81 feet to the end of said curve, said arc being subtended by a chord, having a bearing and distance of South  $36^{\circ}39'24''$  East, 93.93 feet; thence South  $23^{\circ}04'34''$  East, 49.38 feet to the beginning of a curve, concave westerly, having a radius of 150.00 feet; thence southerly along the arc of said curve, through a central angle of  $48^{\circ}30'51''$ , an arc distance of 127.01 feet to the end of said curve, said arc being subtended by a chord, having a bearing and distance of South  $01^{\circ}10'51''$  West, 123.25 feet, the end of said curve being the beginning of a curve concave easterly, having a radius of 500.00 feet; thence southerly, along the arc of said curve, through a central angle of  $26^{\circ}35'29''$ , an arc distance of 232.05 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of South  $12^{\circ}08'33''$  West, 229.98 feet; thence South  $01^{\circ}09'12''$  East, 74.59 feet to the beginning of a curve, concave westerly, having a radius of 300.00 feet; thence southerly along the arc of said curve, through a central angle of  $12^{\circ}50'20''$ , an arc distance of 67.22 feet to the Point of Beginning, said arc being subtended by a chord having a bearing and distance of South  $05^{\circ}15'59''$  West, 67.08 feet.

Containing 2.18 acres (94,928 square feet), more or less.



engineers • surveyors • planners, inc.

December 3, 2014

#### Legal Description

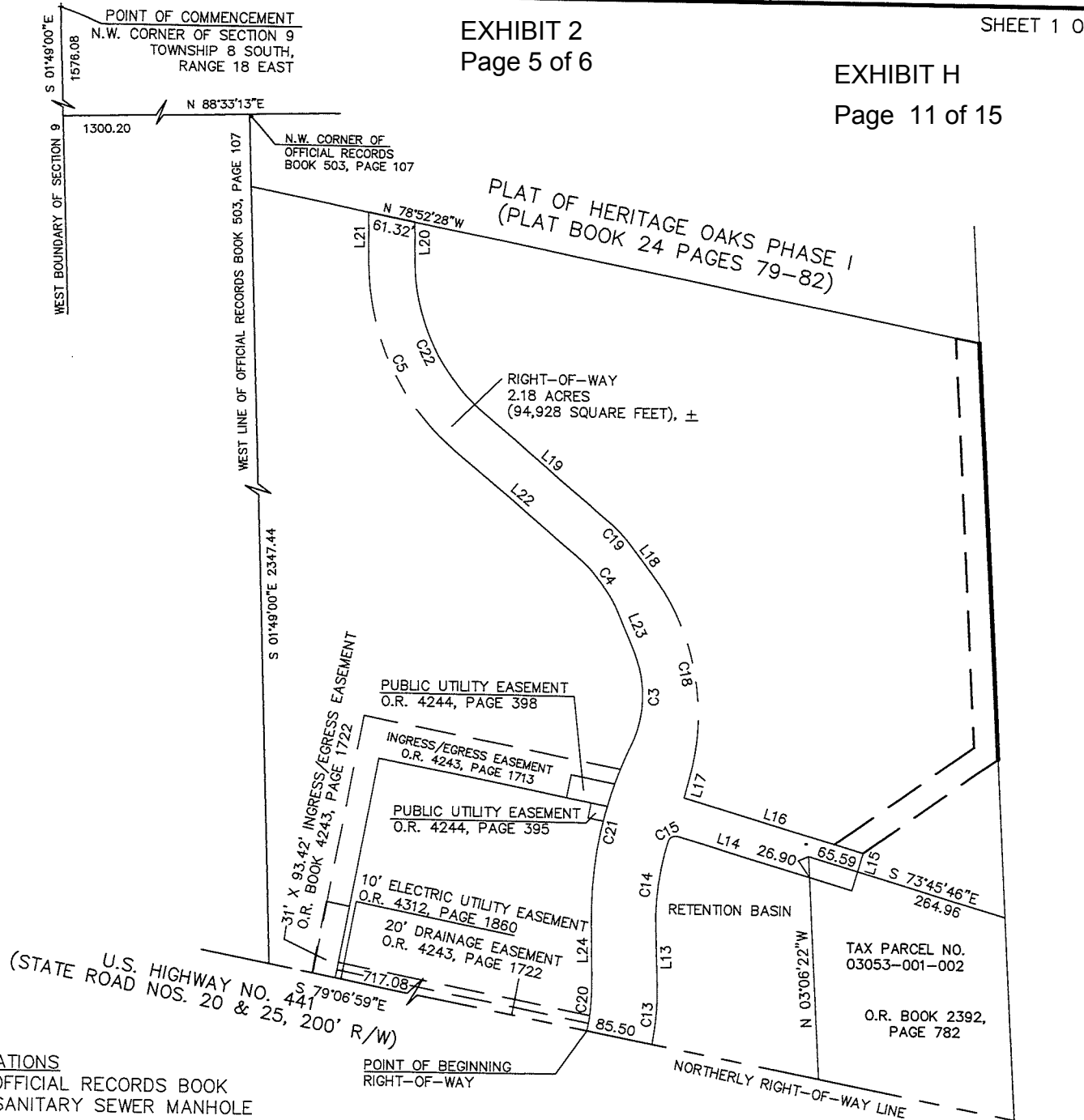
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Containing 2.18 acres (94,928 square feet), more or less.

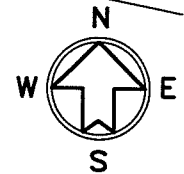


**ABBREVIATIONS**

O.R. = OFFICIAL RECORDS BOOK  
SMH = SANITARY SEWER MANHOLE

**THIS IS NOT A BOUNDARY SURVEY**

NOT VALID WITHOUT THE SIGNATURE AND  
THE ORIGINAL RAISED SEAL OF A FLORIDA  
LICENSED SURVEYOR AND MAPPER.



SCALE: 1" = 200'

DRN.	B.G.	CHKD. B.G.	SURVEY DATE	DWG COMP	PROJ. NO.	FIELD BK.	PAGE NO.
			11/5/2016		13-105		

**LEGAL DESCRIPTION SKETCH OF**

A PORTION OF SECTION 9  
TOWNSHIP 8 SOUTH, RANGE 18 EAST  
ALACHUA COUNTY, FLORIDA  
RIGHT-OF-WAY

**FOR:** HIPP INVESTMENTS, LLC

THIS SKETCH OF LEGAL DESCRIPTION MEETS THE STANDARDS OF PRACTICE  
AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND  
MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO  
SECTION 472.027 (2016), FLORIDA STATUTES.

BY: ROBERT W. GRAVER P.S.M. 4239

Corporate Authorization  
No. LB 2389



eda engineers-surveyors-planners, inc.

LB 2389  
2404 N.W. 43rd ST, GAINESVILLE, FLORIDA 32606-6602  
TEL. (352) 373-3541 FAX. (352) 373-7249  
E-MAIL: mail@edafl.com

LINE	BEARING	DISTANCE
L1	N 39°45'45"E	4.74
L2	S 39°45'45"W	4.74
L3	S 66°34'29"E	0.97
L4	N 73°42'22"E	4.14
L5	S 23°30'37"E	5.97
L6	S 15°30'02"E	26.07
L7	S 07°48'16"E	10.48
L8	S 00°53'19"E	17.75
L9	S 84°56'44"W	4.12
L10	N 00°19'09"W	6.80
L11	N 73°46'22"W	9.09
L12	N 03°06'22"W	10.34
L13	N 01°49'02"W	74.48
L14	S 73°46'22"E	178.34
L15	N 16°13'38"E	24.62
L16	N 73°46'22"W	241.08
L17	N 14°44'53"E	28.60
L18	N 36°48'10"W	46.40
L19	N 50°14'15"W	204.90
L20	N 00°48'21"W	52.57
L21	S 00°48'21"E	66.10
L22	S 50°14'15"E	203.09
L23	S 23°04'34"E	49.38
L24	S 01°09'12"E	74.59
L25	N 79°06'59"W	11.09
L26	N 23°04'34"W	49.38

# EXHIBIT A Page 6 of 6

LINE	BEARING	DISTANCE
L27	N 50°14'15"W	53.81
L28	N 50°14'15"W	27.28
L29	N 50°14'15"W	122.01
L30	N 00°48'21"W	68.21
L31	S 78°52'47"E	10.22
L32	S 79°06'59"E	10.19
L33	S 78°20'14"E	194.18
L34	N 78°20'14"W	193.67
L35	N 00°19'09"W	77.38
L36	N 02°25'36"W	99.09
L37	N 02°44'30"E	15.22
L38	N 16°13'38"E	63.65
L39	S 02°44'30"W	54.10
L40	S 02°25'36"E	99.35
L41	S 00°19'09"E	92.23
L42	N 00°48'21"W	38.54
L43	S 10°20'27"E	87.09
L44	S 17°39'34"E	28.26
L45	S 22°40'12"E	33.83
L46	S 27°04'45"E	39.74
L47	S 34°21'58"E	63.84

SHEET 2 OF 2  
EXHIBIT H  
Page 12 of 15

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C1	20°32'05"	500.00	179.20	178.24	90.57	N 09°06'51"E
C2	06°03'24"	500.00	52.86	52.83	26.45	S 22°24'33"W
C3	48°30'51"	150.00	127.01	123.25	67.59	S 01°10'51"W
C4	27°09'40"	200.00	94.81	93.93	48.31	S 36°39'24"E
C5	49°25'53"	320.00	276.08	267.59	147.29	S 25°31'18"E
C6	49°25'53"	330.00	284.70	275.96	151.89	N 25°31'18"W
C7	27°09'40"	190.00	90.07	89.23	45.90	N 36°39'24"W
C8	48°30'51"	140.00	118.54	115.03	63.09	N 01°10'52"E
C9	02°00'46"	510.00	17.92	17.91	8.96	N 24°25'54"E
C10	04°13'40"	510.97	37.70	37.70	18.86	N 21°18'41"E
C11	00°43'11"	259.00	3.25	3.25	1.63	N 49°52'39"W
C12	48°42'42"	259.00	220.20	213.62	117.25	N 25°09'43"W
C13	12°47'39"	337.01	75.25	75.10	37.78	N 04°34'53"E
C14	18°19'21"	352.50	112.73	112.25	56.85	N 07°20'38"E
C15	89°43'19"	10.00	15.66	14.11	9.95	N 61°21'58"E
C16	19°48'09"	301.00	104.03	103.51	52.54	N 04°50'49"E
C17	11°14'23"	301.00	59.05	58.95	29.62	N 10°40'27"W
C18	51°33'03"	301.00	270.82	261.78	145.35	N 11°01'38"W
C19	13°26'05"	201.00	47.13	47.02	23.67	N 43°31'12"W
C20	12°50'20"	300.00	67.22	67.08	33.75	N 05°15'59"E
C21	26°35'29"	500.00	232.05	229.98	118.16	N 12°08'33"E
C22	49°25'53"	259.00	223.45	216.58	119.21	N 25°31'18"W
C23	03°02'03"	352.50	18.67	18.66	9.34	S 14°59'18"W

SCALE: 1" = 100'

## LEGAL DESCRIPTION SKETCH OF

A PORTION OF SECTION 9  
TOWNSHIP 8 SOUTH, RANGE 18 EAST  
ALACHUA COUNTY, FLORIDA.

FOR: HIPP INVESTMENTS, LLC

DRN.	B.G.	CHKD. B.G.	F/W COMP	DWG COMP	PROJ. NO.	FIELD BK.	PAGE NO.
				11/5/2016	13-105		

PREPARED FOR:  
1) HIPP INVESTMENTS, LLC  
2)  
3)  
4)

THIS LEGAL DESCRIPTION SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 (2016), FLORIDA STATUTES.  
AS OF 11/5/2016

ROBERT W. GRAVER

P.L.S. 4239

CORP. CERTIFICATE OF AUTHORIZATION NO. LB 2389

THIS IS NOT A BOUNDARY SURVEY

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



• ENGINEERS • SURVEYORS • PLANNERS

2404 N.W. 43rd ST.  
GAINESVILLE, FLORIDA 32606  
TEL. (352) 373-3541  
FAX. (352) 373-7249

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**EXHIBIT** 3

Page 1 of 3

engineers • surveyors • planners, inc.

December 4, 2014

Legal Description  
Proposed Right-of-Way  
(Kazbors)

A portion of Fractional Section 9, Township 8 South, Range 18 East, Alachua County, Florida;

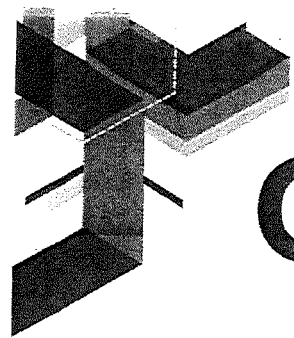
Being more particularly described as follows:

Commence at the Northwest corner of Fractional Section 9, Township 8 South, Range 18 East, Alachua County, Florida and run thence South  $01^{\circ}49'00''$  East, along the west boundary of said Section, 1576.08 feet; thence North  $88^{\circ}33'13''$  East, 1300.20 feet to the Northwest corner of that certain tract of land as described in Official Records Book 503, page 107 of the Public Records of Alachua County, Florida; thence South  $01^{\circ}49'00''$  East, along the west line of said certain tract of land, 2347.44 feet to a point on the northerly right-of-way line of U.S. Highway No. 441 (State Road No.'s 20 and 25 - 200' RW); thence South  $79^{\circ}06'59''$  East, along said right-of-way line, 1022.20 feet to the southwest corner of that certain parcel of land as described in Official Records Book 2392, page 782 of said Public Records; thence North  $03^{\circ}06'22''$  West, along the west line of said certain parcel of land, 259.40 feet to the Point of Beginning; thence continue North  $03^{\circ}06'22''$  West, 26.90 feet to the northwest corner of said certain parcel of land; thence South  $73^{\circ}45'46''$  East, along the northerly line of said certain parcel of land, 65.59 feet; thence South  $16^{\circ}13'38''$  West, 25.38 feet; thence North  $73^{\circ}46'22''$  West, 56.68 feet to the Point of Beginning.

Containing 0.04 Acres, (1,551 square feet), more or less.

\\Server3\\Wpdocs\\Legal\\Alachua, City of\\Alachua - Right-Of-Way (Kazbors) - 12-4-14.Docs

2404 NW 43rd Street, Gainesville, FL 32606 • Phone: (352)373-3541 • Fax: (352)373-7249 • [www.edafl.com](http://www.edafl.com)



engineers • surveyors • planners, inc.

November 7, 2016

Legal Description  
Right-of-Way  
(Kazbors)

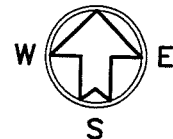
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Being more particularly described as follows:

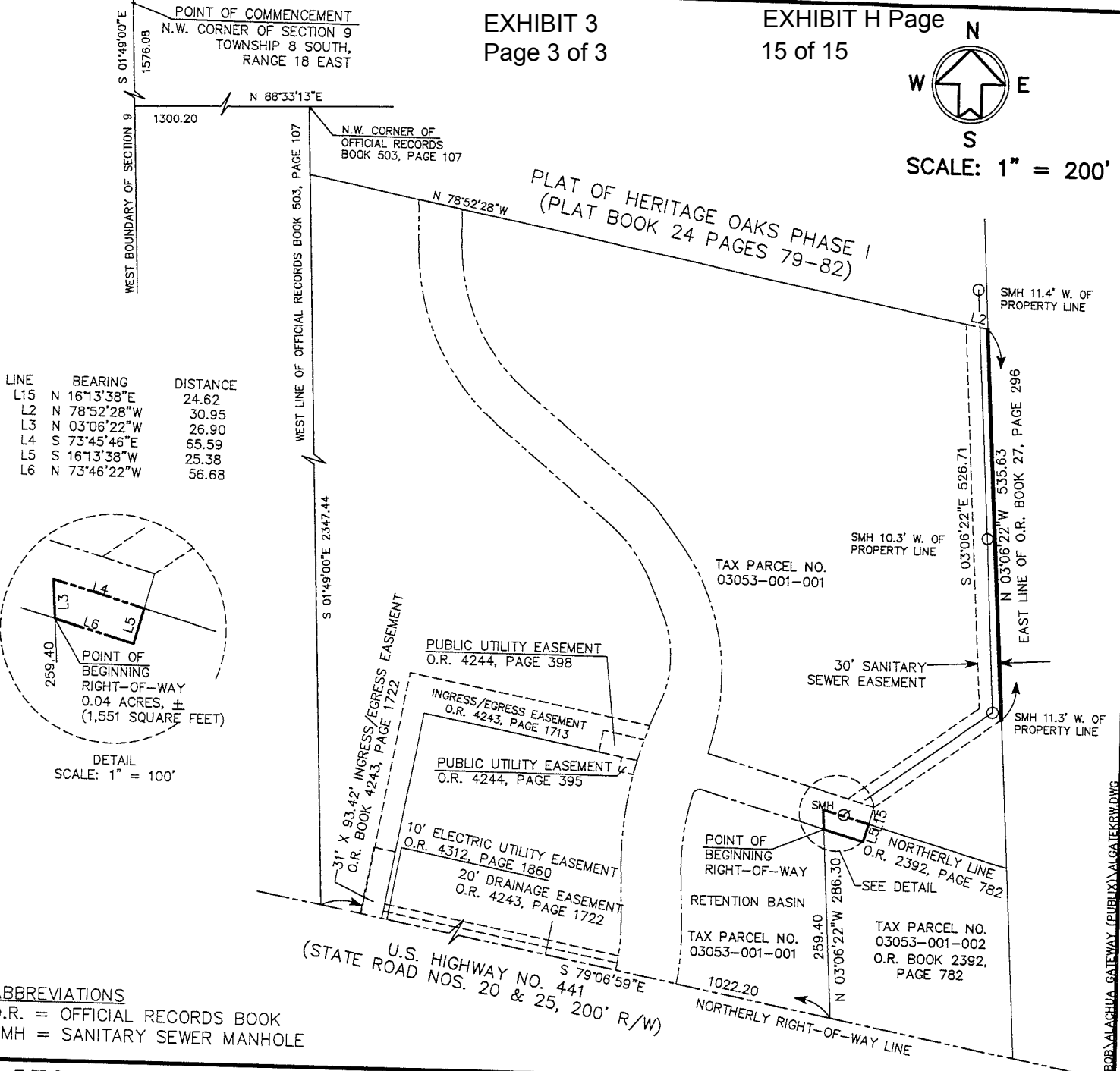
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SCALE: 1" = 200'



**ABBREVIATIONS**  
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SMH = SANITARY SEWER MANHOLE

## LEGAL DESCRIPTION SKETCH OF

A PORTION OF SECTION 9  
TOWNSHIP 8 SOUTH, RANGE 18 EAST  
ALACHUA COUNTY, FLORIDA

RIGHT-OF-WAY (KAZBORS)  
**FOR:** HIPPI INVESTMENTS, LLC

THIS IS NOT A BOUNDARY SURVEY

NOT VALID WITHOUT THE SIGNATURE AND  
THE ORIGINAL RAISED SEAL OF A FLORIDA  
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DRN.	B.G.	CHKD. B.G.	F/W COMP	DWG COMP	PROJ. NO.	FIELD BK.	PAGE NO.
				11/5/2016	12-113		

PREPARED FOR:  
1) HIPPI INVESTMENTS, LLC  
2)  
3)  
4)

THIS LEGAL DESCRIPTION SKETCH MEETS THE STANDARDS OF PRACTICE  
AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND  
MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO  
SECTION 472.027 (2016), FLORIDA STATUTES.  
AS OF 11/5/2016

ROBERT W. GRAVER P.L.S. 4239

CERTIFICATE OF AUTHORIZATION NO. LB 2389



Prepared by:  
James D. Salter, Esq.  
Salter Feiber, P.A.  
3940 NW 16<sup>th</sup> Blvd., Building B  
Gainesville, Florida, 32605



AMENDMENT TO RECIPROCAL EASEMENT AND RESTRICTIVE COVENANT AGREEMENT

This Amendment to Reciprocal Easement and Restrictive Covenant Agreement (this "Amendment") is executed this 13 day of June, 2016, by RACETRAC PETROLEUM, INC., a Georgia corporation (hereafter "RaceTrac"), having an address of 3225 Cumberland Boulevard, Suite 100, Atlanta, Georgia, 30339, for the purposes set forth herein.

RECITALS


- A. On or about March 24, 2003, Curtis Commercial & Industrial Development, LTD., a Florida limited partnership ("Curtis"), Talal Properties Limited, a Florida limited partnership ("Talal"), and Tarek Properties Limited, a Florida limited partnership ("Tarek") entered into a Reciprocal Easement and Restrictive Covenant Agreement which is recorded in Official Records Book 2643 Page 783 of the Public Records of Alachua County, Florida, (the "Restrictive Covenant Agreement").
- B. Hipp Investments, LLC, a Delaware limited liability company acquired title to all of the real property that was and is subject to the Restrictive Covenant Agreement.
- C. Hipp sold a portion of such real property to RaceTrac by virtue of that certain Special Warranty Deed dated November 26, 2013 and recorded in Official Records Book 4243 Page 1710, Public Records of Alachua County, Florida.
- D. Hipp Investments is in the process of dedicating to the City of Alachua, Florida (the "City"), certain roadways designated as "NW 167<sup>th</sup> Blvd." and "163<sup>rd</sup> Lane" as more particularly described on Exhibit "A" attached hereto (collectively the "Roadways Property").
- E. There are provisions in the Restrictive Covenant Agreement that impose conditions and obligations on the parties to the Restrictive Covenant Agreement that relate to the Roadways Property that are not acceptable to the City and therefore until those obligations and conditions, as they relate to the Roadways Property, are removed from the Restrictive Covenant Agreement, the City will not accept title to the Roadways Property which when deeded to the City relieves all property owners from the obligation to share in the cost to maintain the Roadways.
- F. RaceTrac agrees that it is in the best interest of RaceTrac that the City take title to the Roadways Property and in doing so the City and not RaceTrac (or the other parties subject to the Restrictive Covenant Agreement), will have the responsibility for the care and

maintenance of the Roadways Property, thereby relieving RaceTrac and such other parties of any obligation to participate in the maintenance of the Roadways Property.

NOW THEREFORE, in consideration of the understanding by RaceTrac that the City in accepting title to the Roadways Property is forever responsible for the repair and maintenance of the Roadways Property and conditioned upon acceptance of title to the Roadways Property by the City, RaceTrac for itself hereby agrees that at upon the recording of a deed conveying the Roadways Property to the City, the obligations and requirements imposed by the Restrictive Covenants Agreement shall no longer apply to the Roadways Property. Nothing herein shall affect the rights and obligations under the Restrictive Covenant Agreement with respect to any other property subject thereto.

IN WITNESS WHEREOF the undersigned has executed this Amendment effective this 13 day of June, 2016.

Witness:

  
\_\_\_\_\_  
Signature

Michael Griffin  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Signature

William Martin  
\_\_\_\_\_  
Print Name

RaceTrac Petroleum, Inc., a Georgia corporation

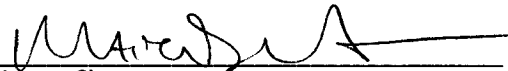
By:   
\_\_\_\_\_  
Name: Brian Thornton

As its: Vice President  
\_\_\_\_\_

STATE OF GEORGIA  
COUNTY OF COBB

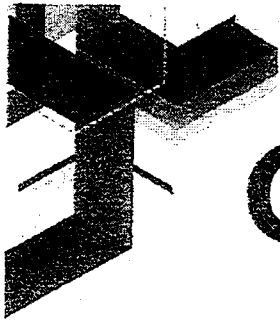
The foregoing instrument was acknowledge before me this 13 day of June, 2016, by Brian Thornton as Vice President of RaceTrac Petroleum, Inc., a Georgia corporation, who is personally known to me.

**Mark D Hudgins**  
NOTARY PUBLIC  
FULTON COUNTY  
STATE OF GEORGIA  
My Comm. Exp. 10-14-2016

  
\_\_\_\_\_  
Notary Signature

Print Name: Mark D Hudgins  
\_\_\_\_\_

My Commission Expires: 10/14/16



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**EXHIBIT A - Page 1**

December 3, 2014

## Legal Description

## Right-of-Way – Alachua Gateway

A portion of Section 9, Township 8 South, Range 18 East, Alachua County, Florida; being more particularly described as follows:

Commence at the northwest corner of Section 9, Township 8 South, Range 18 East, Alachua County, Florida, and run thence South  $01^{\circ}49'00''$  East, along the west boundary of said Section, 1576.08 feet; thence North  $88^{\circ}33'13''$  East, 1300.20 feet to the northwest corner of that certain tract of land as described in Official Records Book 503, page 107 of the Public Records of Alachua County, Florida; thence South  $01^{\circ}49'00''$  East, along the west line of said certain tract of land, 2347.44 feet to a point on the northerly right of way line of U.S. Highway No. 441 (State Road Nos. 20 & 25, 200' RW); thence South  $79^{\circ}06'59''$  East, along said right of way line, 717.08 feet to the Point of Beginning; thence continue South  $79^{\circ}06'59''$  East, along said right of way line, 85.50 feet to a point lying on the arc of a curve, concave westerly, having a radius of 337.01 feet; thence northerly, along the arc of said curve, through a central angle of  $12^{\circ}47'39''$ , an arc distance of 75.25 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of North  $04^{\circ}34'53''$  East, 75.10 feet; thence North  $01^{\circ}49'02''$  West, 74.48 feet to the beginning of a curve, concave easterly, having a radius of 352.50 feet; thence northerly, along the arc of said curve, through a central angle of  $18^{\circ}19'21''$ , an arc distance of 112.73 feet, said arc being subtended by a chord having a bearing and distance of North  $07^{\circ}20'38''$  East, 112.25 feet to the end of said curve and the beginning of a curve concave southeasterly having a radius of 10.00 feet; thence northeasterly, along the arc of said, curve, through a central angle of  $89^{\circ}43'19''$ , an arc distance of 15.66 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of North  $61^{\circ}21'58''$  East, 14.11 feet; thence South  $73^{\circ}46'22''$  East, 178.34 feet to a point on the west line of that certain parcel of land as described in Official Records Book 2392, page 787 of said Public Records; thence North  $03^{\circ}06'22''$  West, 26.90 feet to the northwest corner of said certain parcel of land; thence South  $73^{\circ}45'46''$  East, along the north line of said certain parcel of land, 65.59 feet; thence North  $16^{\circ}13'38''$  East, 24.62 feet; thence North  $73^{\circ}46'22''$  West, 241.08 feet; thence North  $14^{\circ}44'53''$  East, 28.60 feet to the beginning of a curve, concave westerly, having a radius of 301.00 feet; thence northerly, along the arc of said curve, through a central angle of  $51^{\circ}33'03''$ , an arc distance of 270.82 feet to the end of said curve, said arc being subtended by a chord having a bearing and

**EXHIBIT** A - Page 2

distance of North 11°01'38" West, 261.78 feet; thence North 36°48'10" West, 46.40 feet to the beginning of a curve, concave southwesterly, having a radius of 201.00 feet; thence northwesterly, along the arc of said curve, through a central angle of 13°26'05", an arc distance of 47.13 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of North 43°31'12" West, 47.02 feet; thence North 50°14'15" West, 204.90 feet to the beginning of a curve, concave northeasterly, having a radius of 259.00 feet; thence northwesterly, along the arc of said curve, through a central angle of 49°25'53", an arc distance of 223.45 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of North 25°31'18" West, 216.58 feet; thence North 00°48'21" West, 52.57 feet; thence North 78°52'47" West, 61.32 feet; thence South 00°48'21" East, 66.10 feet to the beginning of a curve, concave northeasterly, having a radius of 320.00 feet; thence southeasterly, along the arc of said curve, through a central angle of 49°25'53", an arc distance of 276.08 feet to the end of said curve, said arc being subtended by a chord, having a bearing and distance of South 25°31'18" East, 267.59 feet; thence South 50°14'15" East, 203.09 feet to the beginning of a curve, concave southwesterly, having a radius of 200.00 feet; thence southeasterly, along the arc of said curve, through a central angle of 27°09'40", an arc distance of 94.81 feet to the end of said curve, said arc being subtended by a chord, having a bearing and distance of South 36°39'24" East, 93.93 feet; thence South 23°04'34" East, 49.38 feet to the beginning of a curve, concave westerly, having a radius of 150.00 feet; thence southerly along the arc of said curve, through a central angle of 48°30'51", an arc distance of 127.01 feet to the end of said curve, said arc being subtended by a chord, having a bearing and distance of South 01°10'51" West, 123.25 feet, the end of said curve being the beginning of a curve concave easterly, having a radius of 500.00 feet; thence southerly, along the arc of said curve, through a central angle of 26°35'29", an arc distance of 232.05 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of South 12°08'33" West, 229.98 feet; thence South 01°09'12" East, 74.59 feet to the beginning of a curve, concave westerly, having a radius of 300.00 feet; thence southerly along the arc of said curve, through a central angle of 12°50'20", an arc distance of 67.22 feet to the Point of Beginning, said arc being subtended by a chord having a bearing and distance of South 05°15'59" West, 67.08 feet.

Containing 2.18 acres (94,928 square feet), more or less.

W:\Legals\Alachua Gateway - Ingress, Egress & PUE Revised 3.Docx

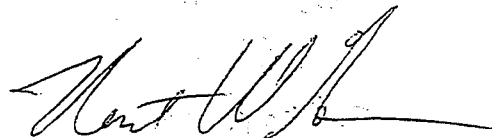
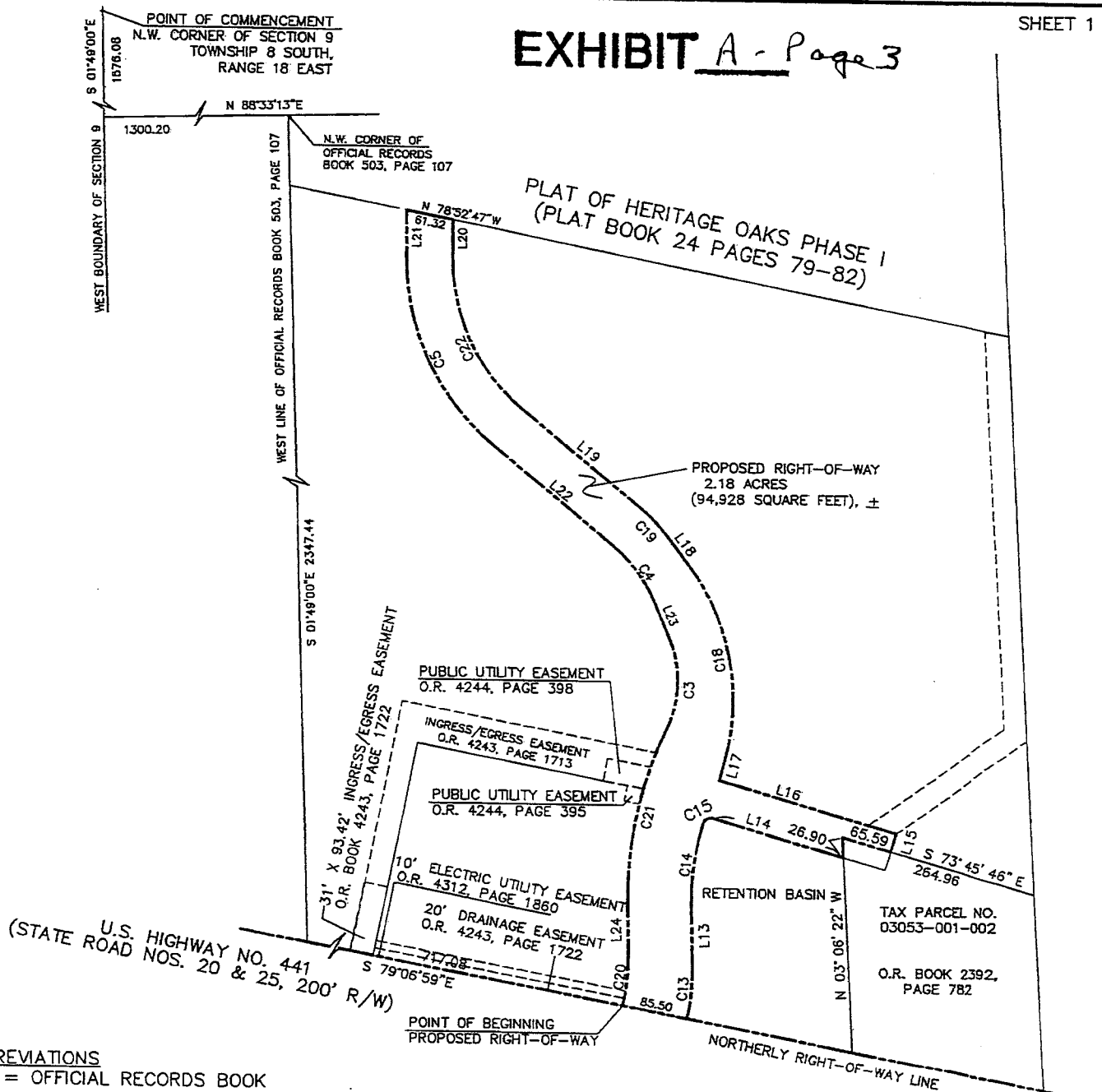


EXHIBIT A - Page 3

## ABBREVIATIONS

O.R. = OFFICIAL RECORDS BOOK

## LEGAL DESCRIPTION SKETCH OF

A PORTION OF SECTION 9  
TOWNSHIP 8 SOUTH, RANGE 18 EAST  
ALACHUA COUNTY, FLORIDA

PROPOSED RIGHT-OF-WAY

FOR: HIPPI INVESTMENTS, LLC

DRN.	B.G.	CHKD. B.G.	F/W COMP	DWG COMP	PROJ. NO.	FIELD BK.	PAGE NO.
				12/3/2014	13-105		

PREPARED FOR:

- 1) HIPPI INVESTMENTS, LLC
- 2)
- 3)
- 4)

THIS LEGAL DESCRIPTION SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS  
AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND  
MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO  
SECTION 472.027 (2014), FLORIDA STATUTES.

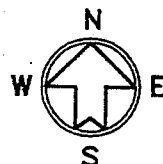
AS OF 12/3/2014

ROBERT W. GRAVER

P.L.S. 4239

ENG. DENMAN &amp; ASSOC., INC. CORP. CERTIFICATE OF AUTHORIZATION NO. LB 2389

THIS IS NOT A BOUNDARY SURVEY



SCALE: 1" = 200'

NOT VALID WITHOUT THE SIGNATURE AND  
THE ORIGINAL RAISED SEAL OF A FLORIDA  
LICENSED SURVEYOR AND MAPPER.



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# EXHIBIT A- Page 4

LINE	BEARING	DISTANCE
L1	N 39°45'45"E	4.74
L2	S 39°45'45"W	4.74
L3	S 66°34'29"E	0.97
L4	N 73°42'22"E	4.14
L5	S 23°30'37"E	5.97
L6	S 15°30'02"E	26.07
L7	S 07°48'16"E	10.48
L8	S 00°53'19"E	17.75
L9	S 84°56'44"W	4.12
L10	N 00°19'09"W	6.80
L11	N 73°46'22"W	9.09
L12	N 03°06'22"W	10.34
L13	N 01°49'02" W	74.48
L14	S 73°46'22" E	178.34
L15	N 16°13'38" E	24.62
L16	N 73°46'22" W	241.08
L17	N 14°44'53" E	28.60
L18	N 36°48'10" W	46.40
L19	N 50°14'15" W	204.90
L20	N 00°48'21" W	52.57
L21	S 00°48'21" E	66.10
L22	S 50°14'15" E	203.09
L23	S 23°04'34" E	49.38
L24	S 01°09'12" E	74.59
L25	N 79°06'59" W	11.09
L26	N 23°04'34" W	49.38

LINE	BEARING	DISTANCE
L27	N 50°14'15" W	53.81
L28	N 50°14'15" W	27.28
L29	N 50°14'15" W	122.01
L30	N 00°48'21" W	68.21
L31	S 78°52'47" E	10.22
L32	S 79°06'59" E	10.19
L33	S 78°20'14" E	194.18
L34	N 78°20'14" W	193.67
L35	N 00°19'09" W	77.38
L36	N 02°25'36" W	99.09
L37	N 02°44'30" E	15.22
L38	N 16°13'38" E	63.65
L39	S 02°44'30" W	54.10
L40	S 02°25'36" E	99.35
L41	S 00°19'09" E	92.23
L42	N 00°48'21" W	38.54
L43	S 10°20'27" E	87.09
L44	S 17°39'34" E	28.26
L45	S 22°40'12" E	33.83
L46	S 27°04'45" E	39.74
L47	S 34°21'58" E	63.84

SHEET 2 OF 2

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C1	20°32'05"	500.00	179.20	178.24	90.57	N 09°06'51" E
C2	06°03'24"	500.00	52.86	52.83	26.45	S 22°24'33" W
C3	48°30'51"	150.00	127.01	123.25	67.59	S 01°10'51" W
C4	27°09'40"	200.00	94.81	93.93	48.31	S 36°39'24" E
C5	49°25'53"	320.00	276.08	267.59	147.29	S 25°31'18" E
C6	49°25'53"	330.00	284.70	275.96	151.89	N 25°31'18" W
C7	27°09'40"	190.00	90.07	89.23	45.90	N 36°39'24" W
C8	48°30'51"	140.00	118.54	115.03	63.09	N 01°10'52" E
C9	02°00'46"	510.00	17.92	17.91	8.96	N 24°25'54" E
C10	04°13'40"	510.97	37.70	37.70	18.86	N 21°18'41" E
C11	00°43'11"	259.00	3.25	3.25	1.63	N 49°52'39" W
C12	48°42'42"	259.00	220.20	213.62	117.25	N 25°09'43" W
C13	12°47'39"	337.01	75.25	75.10	37.78	N 04°34'53" E
C14	18°19'21"	352.50	112.73	112.25	56.85	N 07°20'38" E
C15	89°43'19"	10.00	15.66	14.11	9.95	N 61°21'58" E
C16	19°48'09"	301.00	104.03	103.51	52.54	N 04°50'49" E
C17	11°14'23"	301.00	59.05	58.95	29.62	N 10°40'27" W
C18	51°33'03"	301.00	270.82	261.78	145.35	N 11°01'38" W
C19	13°26'05"	201.00	47.13	47.02	23.67	N 43°31'12" W
C20	12°50'20"	300.00	67.22	67.08	33.75	N 05°15'59" E
C21	26°35'29"	500.00	232.05	229.98	118.16	N 12°08'33" E
C22	49°25'53"	259.00	223.45	216.58	119.21	N 25°31'18" W
C23	03°02'03"	352.50	18.67	18.66	9.34	S 14°59'18" W

## LEGAL DESCRIPTION SKETCH OF

A PORTION OF SECTION 9  
TOWNSHIP 8 SOUTH, RANGE 18 EAST  
ALACHUA COUNTY, FLORIDA.

FOR: HIPPI INVESTMENTS, LLC

DRN.	B.G.	CHKD. B.G.	F/W COMP	DWG COMP	PROJ. NO.	FIELD BK.	PAGE NO.
					12/3/14	13-105	

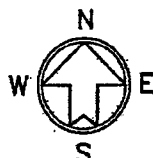
PREPARED FOR:

- 1) HIPPI INVESTMENTS, LLC
- 2)
- 3)
- 4)

THIS LEGAL DESCRIPTION SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 54-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 (2014), FLORIDA STATUTES.

AS OF 12/3/2014  
ROBERT W. GRAVER P.L.S. 4239  
CORP. CERTIFICATE OF AUTHORIZATION NO. LB 2586

THIS IS NOT A BOUNDARY SURVEY



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

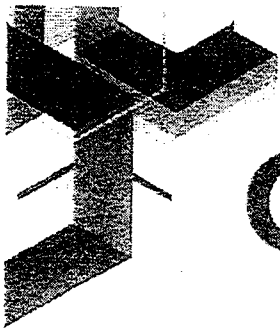
SCALE: 1" = 100'



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**EXHIBIT B - Page 1**

December 4, 2014

Legal Description  
Proposed Right-of-Way  
(Kazbors)

A portion of Fractional Section 9, Township 8 South, Range 18 East, Alachua County, Florida;

Being more particularly described as follows:

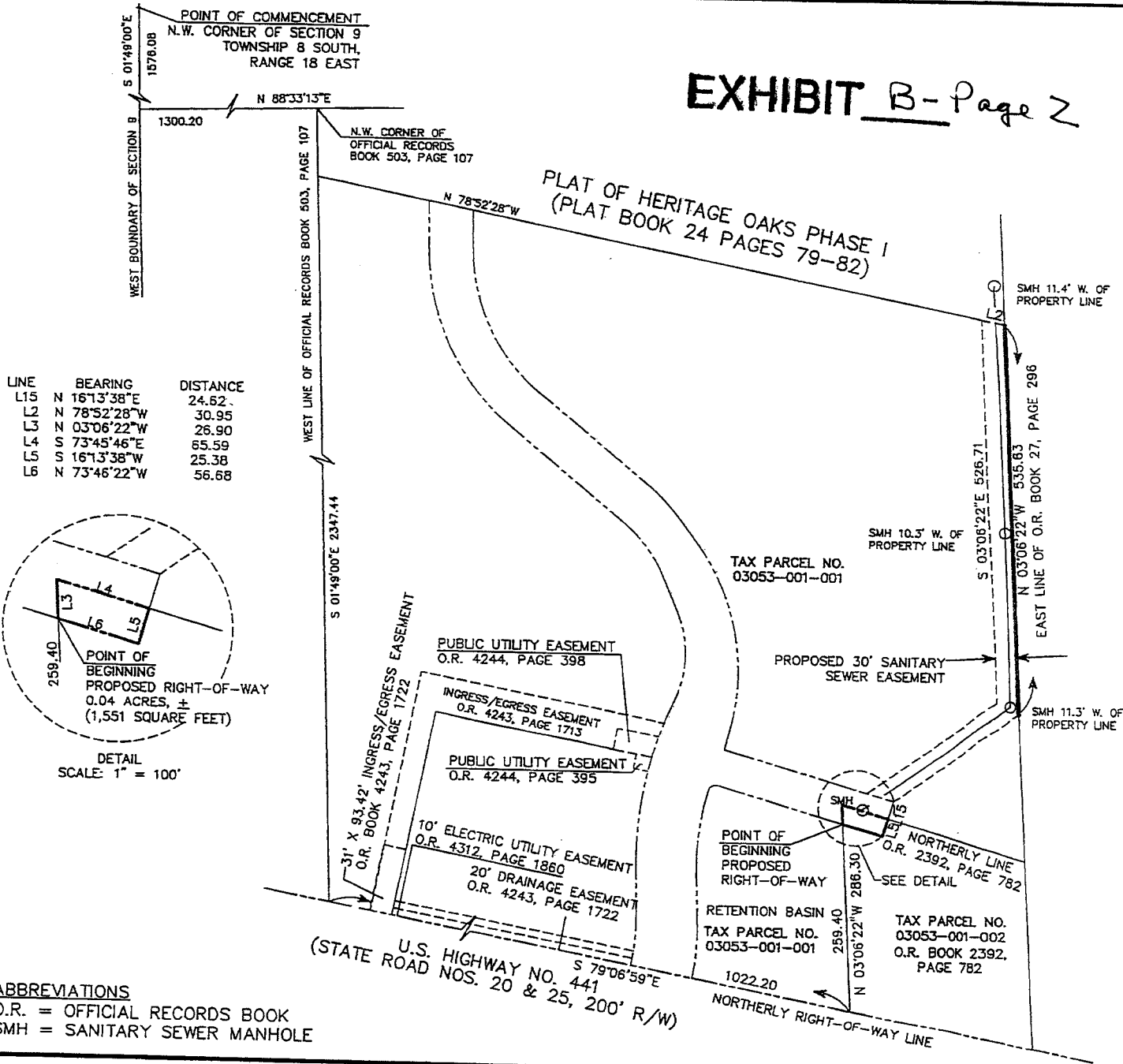
Commence at the Northwest corner of Fractional Section 9, Township 8 South, Range 18 East, Alachua County, Florida and run thence South 01°49'00" East, along the west boundary of said Section, 1576.08 feet; thence North 88°33'13" East, 1300.20 feet to the Northwest corner of that certain tract of land as described in Official Records Book 503, page 107 of the Public Records of Alachua County, Florida; thence South 01°49'00" East, along the west line of said certain tract of land, 2347.44 feet to a point on the northerly right-of-way line of U.S. Highway No. 441 (State Road No.'s 20 and 25 - 200' R/W); thence South 79°06'59" East, along said right-of-way line, 1022.20 feet to the southwest corner of that certain parcel of land as described in Official Records Book 2392, page 782 of said Public Records; thence North 03°06'22" West, along the west line of said certain parcel of land, 259.40 feet to the Point of Beginning; thence continue North 03°06'22" West, 26.90 feet to the northwest corner of said certain parcel of land; thence South 73°45'46" East, along the northerly line of said certain parcel of land, 65.59 feet; thence South 16°13'38" West, 25.38 feet; thence North 73°46'22" West, 56.68 feet to the Point of Beginning.

Containing 0.04 Acres, (1,551 square feet), more or less.

\\Server3\\wpd\\doc\\Legal\\Alachua - City Of Alachua - Right-Of-Way (Kazbors) - 12-4-14.Docx

2404 NW 43rd Street, Gainesville, FL 32606 • Phone: (352)373-3541 • Fax: (352)373-7249 • www.edafl.com

# EXHIBIT B-Page 2



## LEGAL DESCRIPTION SKETCH OF

A PORTION OF SECTION 9  
TOWNSHIP 8 SOUTH, RANGE 18 EAST  
ALACHUA COUNTY, FLORIDA

PROPOSED RIGHT-OF-WAY (KAZBORS)  
FOR: HIPP INVESTMENTS, LLC

DRN.	B.G.	CHKD. B.G.	F/W COMP	DWG COMP	PROJ. NO.	FIELD BK.	PAGE NO.
				12/4/14	12-113		

PREPARED FOR:

1) HIPP INVESTMENTS, LLC

2)

3)

4)

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AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND  
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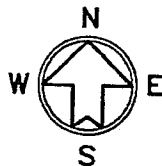
AS OF 12/4/2014

ROBERT W. GRAVER

P.L.S. 4239

ENG. DENMAN & ASSOC., INC. CORP. CERTIFICATE OF AUTHORIZATION NO. LB 2389

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SCALE: 1" = 200'

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GAINESVILLE, FLORIDA 32606  
TEL (352) 373-3541  
FAX (352) 373-7249

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129.00

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2979769 15 PG(S)  
March 04, 2016 02:58:58 PM  
Book 4413 Page 1126  
J. K. IRBY, Clerk Of Circuit Court  
ALACHUA COUNTY, Florida

This Instrument Prepared By  
James D. Salter, Esq.  
Salter Feiber, P.A.  
3940 NW 16<sup>th</sup> Blvd., Building B  
Gainesville, Florida, 32605  
File #14-0907.2



#### REMOVAL OF PROPERTY FROM THE ALACHUA GATEWAY CENTER MASTER DECLARATION

This Removal of property from the Alachua Gateway Center Master Declaration (the "Declaration") is made as of the 10<sup>th</sup> day of April, 2015, by and among Hipp Investments, LLC, a Delaware limited liability company ("Hipp"), P.O. Box 1000, Alachua, Florida, 32616, Talal Properties, Limited, a Florida limited partnership ("TALAL"), 1326 East Lumsden, Brandon, Florida, 33511, Tarek Properties Limited, a Florida limited partnership ("TAREK"), 1326 East Lumsden, Brandon, Florida, 33511, (collectively Hipp, TALAL and TAREK are sometimes hereafter referred to as the "Owners"), joined by Alachua-Windcrest, LLC, a Florida limited liability company ("Windcrest"), 605 East Robinson Street, Suite 340, Orlando, Florida, 32801, and by RaceTrac Petroleum, Inc., a Georgia corporation ("RaceTrac"), 3225 Cumberland Boulevard, Suite 100, Atlanta, Georgia, 30339, who own real property that is subject to the Declaration (collectively Windcrest and RaceTrac are sometimes hereafter referred to as the "Other Property Owners" with the Owners and the Other Property Owners sometimes referred to as the "Parties").

#### WITNESSETH:

WHEREAS Hipp is the owner of the real property described on Exhibit "A" attached hereto (the "Hipp Property") and Talal and Tarek are the owners of the real property described on Exhibit "B" attached hereto (the "Kazbours Property"), the Hipp Property and the Kazbours Property collectively hereafter the "Property";

WHEREAS, the Hipp Property and the Kazbours Property, by separate agreement, are to be deeded to the City of Alachua, Florida (the "City") and dedicated as NW 167<sup>th</sup> Blvd., and 163<sup>rd</sup> Lane, the Hipp Property and the Kazbours Property hereafter the "Roadways Property";

WHEREAS the Roadways Property is subject to the terms and conditions of the Declaration which is recorded in Official Records Book 2643 Page 795, Public Records of Alachua County, Florida; and

WHEREAS, the Parties are desirous of severing and removing the Roadways Property from the the terms and conditions of the Declaration.

NOW THEREFORE, the Parties by execution hereof agree as follows:

1. Conditioned upon express acceptance of and dedication of the Roadways Property by the City as NW 167<sup>th</sup> Blvd., and NW 163<sup>rd</sup> Lane Property, upon that event and for so long as the Roadways have not been vacated or further conveyed by the City, the Roadways Property is forever removed and released from the Declaration such that the Roadways Property shall no longer be subject to any duties, assessments and obligations under the Declaration.
2. In all respects, other than the removal of the Roadways Property from the effects thereof, the terms and conditions of the Declaration shall remain in full force and effect.
3. This Amendment may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

NO FURTHER TEXT ON THIS PAGE

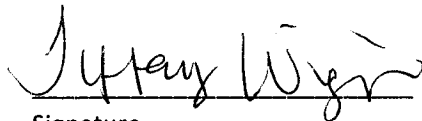
EXECUTION PAGES TO FOLLOW

## EXECUTION PAGE FOR TAREK

IN WITNESS WHEREOF TAREK has executed this instrument effective the day and year set forth below.

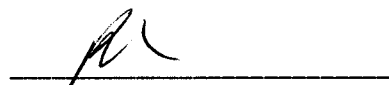
FOR: TAREK

Witness:



Signature

Tiffany Wiggins  
Print Name

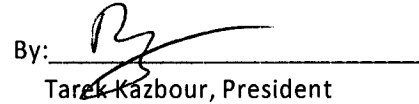


Signature

Rula Arak  
Print Name

Tarek Properties Limited, a Florida  
Limited partnership.

By: Tarek Management, Inc., a Florida  
corporation, its General Partner

By:   
Tarek Kazbour, President

Date: 4-10-15


STATE OF FLORIDA

COUNTY OF ALACHUA

The foregoing instrument was acknowledge before me this 10 day of April, 2015, by Tarek Kazbour as president of Tarek Management, Inc., a Florida corporation, the general partner of Tarek Properties Limited, a Florida limited partnership who executed the same on behalf of the general partner on behalf of the partnership, who is personally known to me or has produced a Florida Driver's License as identification



**KIM RHOADS**  
MY COMMISSION # FF 141648  
EXPIRES: November 14, 2018  
Bonded Thru Budget Notary Services



Notary Signature

Print Name: Kim Rhoads

My Commission Expires: 11/14/18

## EXECUTION PAGE FOR TALAL

IN WITNESS WHEREOF TALAL has executed this instrument effective the day and year set forth below.

FOR: TALAL

Witness:

Tiffany Wiggins  
Signature,  
Tiffany Wiggins  
Print Name

Perla Anta  
Signature  
Perla Anta  
Print Name

Talal Properties Limited, a Florida  
Limited partnership.

By: Talal Management, Inc., a Florida  
corporation, its General Partner

By: [Signature]  
Talal Kazbour, President

Date: 4-10-15

STATE OF FLORIDA

COUNTY OF ALACHUA

The foregoing instrument was acknowledge before me this 10 day of April, 2015, by Talal Kazbour as president of Talal Management, Inc., a Florida corporation, the general partner of Talal Properties Limited, a Florida limited partnership who executed the same on behalf of the general partner on behalf of the partnership, who is personally known to me or has produced a Florida Driver's License as identification



**KIM RHOADS**  
MY COMMISSION # FF 141648  
EXPIRES: November 14, 2018  
Bonded Thru Budget Notary Services

Kim Rhoads  
Notary Signature  
Print Name: Kim Rhoads  
My Commission Expires: 11/14/18

## EXECUTION PAGE FOR WINDCREST

IN WITNESS WHEREOF WINDCREST has executed this instrument effective the day and year set forth below.

FOR: WINDCREST:

Witness:

Alachua-Windcrest, LLC, a Florida  
limited liability company

By: WindCrest Acquisitions, LLC, a Florida  
limited liability company, its Manager

C. Cramer

Signature

Quamey Cramer

Print Name

Thomas J. Murray

Signature

Thomas J. Murray

Print Name

Craig L. Buchanan

Craig L. Buchanan, Manager

Date: 4-27-15

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledge before me this 27<sup>th</sup> day of April, 2015, by Craig L Buchanan the Manager of Windcrest Acquisitions, LLC, a Florida limited liability company the Manager of Alachua-Windcrest, LLC, a Florida limited liability company who executed the same on behalf of Windcrest Acquisitions, LLC on behalf of Alachua-Windcrest, LLC, who is personally known to me or has produced  
\_\_\_\_\_ as identification

Deborah N. Parker

Notary Signature

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

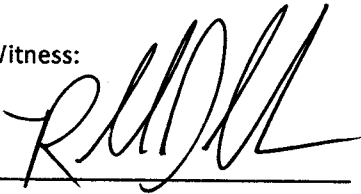
DEBORAH N. PARKER  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF112541  
Expires 4/28/2018

## EXECUTION PAGE FOR RACETRAC

IN WITNESS WHEREOF RACETRAC has executed this instrument effective the day and year set forth below.

FOR: RACETRAC:

Witness:



Signature

ROBERT J. SUCHER

Print Name



Signature

Kurt Adams

Print Name

RaceTrac Petroleum, Inc., a Georgia corporation

By: 

Name: BILL MILAM

As its: PRESIDENT

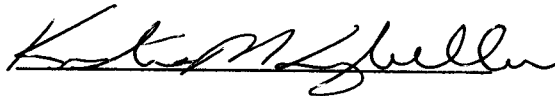
Date:

5/18/15

STATE OF GEORGIA

COUNTY OF COBB

The foregoing instrument was acknowledge before me this 18<sup>th</sup> day of May, 2015, by Bill Milam the President of RaceTrac Petroleum, Inc., a Georgia corporation, who executed the foregoing instrument on behalf of the corporation and who is personally known to me that being informed of the contents of the foregoing instrument he executed the same voluntarily.



Notary Signature

Print Name: Kristina M. Longfellow

My Commission Expires: 3-2-2018

EXECUTION PAGE FOR HIPP

IN WITNESS WHEREOF HIPP has executed this instrument effective the day and year set forth below.

FOR HIPP:

Witness:

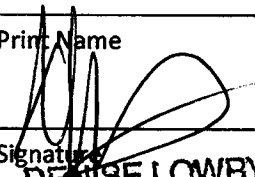
Hipp Investment, LLC, a Delaware  
Limited Liability Company.

  
\_\_\_\_\_  
**JAMES D. SALTER**

By:   
\_\_\_\_\_  
Virginia Johns, Managing Member


Print Name

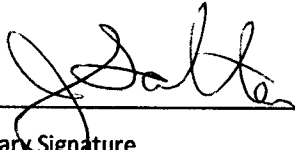
Date: 5-29-15

  
\_\_\_\_\_  
Signature  
**DENISE LOWRY HUTSON**  
\_\_\_\_\_  
Print Name

STATE OF FLORIDA  
  
COUNTY OF ALACHUA

The foregoing instrument was acknowledge before me this 29th day of May, 2015, by Virginia Johns, Managing Member of Hipp Investments, LLC a Delaware Limited Liability Company, who is personally known to me or has produced a Florida Driver's License as identification

 **JAMES D. SALTER**  
MY COMMISSION # FF 112690  
EXPIRES: May 30, 2018  
Bonded Thru Budget Notary Services

  
\_\_\_\_\_  
Notary Signature  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

## Legal Description

## Right-of-Way – Alachua Gateway

A portion of Section 9, Township 8 South, Range 18 East, Alachua County, Florida; being more particularly described as follows:

Commence at the northwest corner of Section 9, Township 8 South, Range 18 East, Alachua County, Florida, and run thence South 01°49'00" East, along the west boundary of said Section, 1576.08 feet; thence North 88°33'13" East, 1300.20 feet to the northwest corner of that certain tract of land as described in Official Records Book 503, page 107 of the Public Records of Alachua County, Florida; thence South 01°49'00" East, along the west line of said certain tract of land, 2347.44 feet to a point on the northerly right of way line of U.S. Highway No. 441 (State Road Nos. 20 & 25, 200' R/W); thence South 79°06'59" East, along said right of way line, 717.08 feet to the Point of Beginning; thence continue South 79°06'59" East, along said right of way line, 85.50 feet to a point lying on the arc of a curve, concave westerly, having a radius of 337.01 feet; thence northerly, along the arc of said curve, through a central angle of 12°47'39", an arc distance of 75.25 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of North 04°34'53" East, 75.10 feet; thence North 01°49'02" West, 74.48 feet to the beginning of a curve, concave easterly, having a radius of 352.50 feet; thence northerly, along the arc of said curve, through a central angle of 18°19'21", an arc distance of 112.73 feet, said arc being subtended by a chord having a bearing and distance of North 07°20'38" East, 112.25 feet to the end of said curve and the beginning of a curve concave southeasterly having a radius of 10.00 feet; thence northeasterly, along the arc of said, curve, through a central angle of 89°43'19", an arc distance of 15.66 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of North 61°21'58" East, 14.11 feet; thence South 73°46'22" East, 178.34 feet to a point on the west line of that certain parcel of land as described in Official Records Book 2392, page 787 of said Public Records; thence North 03°06'22" West, 26.90 feet to the northwest corner of said certain parcel of land; thence South 73°45'46" East, along the north line of said certain parcel of land, 65.59 feet; thence North 16°13'38" East, 24.62 feet; thence North 73°46'22" West, 241.08 feet; thence North 14°44'53" East, 28.60 feet to the beginning of a curve, concave westerly, having a radius of 301.00 feet; thence northerly, along the arc of said curve, through a central angle of 51°33'03", an arc distance of 270.82 feet to the end of said curve, said arc being subtended by a chord having a bearing and

Page 1



**EXHIBIT A**

distance of North  $11^{\circ}01'38''$  West, 261.78 feet; thence North  $36^{\circ}48'10''$  West, 46.40 feet to the beginning of a curve, concave southwesterly, having a radius of 201.00 feet; thence northwesterly, along the arc of said curve, through a central angle of  $13^{\circ}26'05''$ , an arc distance of 47.13 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of North  $43^{\circ}31'12''$  West, 47.02 feet; thence North  $50^{\circ}14'15''$  West, 204.90 feet to the beginning of a curve, concave northeasterly, having a radius of 259.00 feet; thence northwesterly, along the arc of said curve, through a central angle of  $49^{\circ}25'53''$ , an arc distance of 223.45 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of North  $25^{\circ}31'18''$  West, 216.58 feet; thence North  $00^{\circ}48'21''$  West, 52.57 feet; thence North  $78^{\circ}52'47''$  West, 61.32 feet; thence South  $00^{\circ}48'21''$  East, 66.10 feet to the beginning of a curve, concave northeasterly, having a radius of 320.00 feet; thence southeasterly, along the arc of said curve, through a central angle of  $49^{\circ}25'53''$ , an arc distance of 276.08 feet to the end of said curve, said arc being subtended by a chord, having a bearing and distance of South  $25^{\circ}31'18''$  East, 267.59 feet; thence South  $50^{\circ}14'15''$  East, 203.09 feet to the beginning of a curve, concave southwesterly, having a radius of 200.00 feet; thence southeasterly, along the arc of said curve, through a central angle of  $27^{\circ}09'40''$ , an arc distance of 94.81 feet to the end of said curve, said arc being subtended by a chord, having a bearing and distance of South  $36^{\circ}39'24''$  East, 93.93 feet; thence South  $23^{\circ}04'34''$  East, 49.38 feet to the beginning of a curve, concave westerly, having a radius of 150.00 feet; thence southerly along the arc of said curve, through a central angle of  $48^{\circ}30'51''$ , an arc distance of 127.01 feet to the end of said curve, said arc being subtended by a chord, having a bearing and distance of South  $01^{\circ}10'51''$  West, 123.25 feet, the end of said curve being the beginning of a curve concave easterly, having a radius of 500.00 feet; thence southerly, along the arc of said curve, through a central angle of  $26^{\circ}35'29''$ , an arc distance of 232.05 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of South  $12^{\circ}08'33''$  West, 229.98 feet; thence South  $01^{\circ}09'12''$  East, 74.59 feet to the beginning of a curve, concave westerly, having a radius of 300.00 feet; thence southerly along the arc of said curve, through a central angle of  $12^{\circ}50'20''$ , an arc distance of 67.22 feet to the Point of Beginning, said arc being subtended by a chord having a bearing and distance of South  $05^{\circ}15'59''$  West, 67.08 feet.

Containing 2.18 acres (94,928 square feet), more or less.

Page 2

LINE	BEARING	DISTANCE
L1	N 39°45'45"E	4.74
L2	S 39°45'45"W	4.74
L3	S 66°34'29"E	0.97
L4	N 73°42'22"E	4.14
L5	S 23°30'37"E	5.97
L6	S 15°30'02"E	26.07
L7	S 07°48'16"E	10.48
L8	S 00°53'19"E	17.75
L9	S 84°56'44"W	4.12
L10	N 00°19'09"W	6.80
L11	N 73°46'22"W	9.09
L12	N 03°06'22"W	10.34
L13	N 01°49'02" W	74.48
L14	S 73°46'22" E	178.34
L15	N 16°13'38" E	24.62
L16	N 73°46'22" W	241.08
L17	N 14°44'53" E	28.60
L18	N 36°48'10" W	46.40
L19	N 50°14'15" W	204.90
L20	N 00°48'21" W	52.57
L21	S 00°48'21" E	66.10
L22	S 50°14'15" E	203.09
L23	S 23°04'34" E	49.38
L24	S 01°09'12" E	74.59
L25	N 79°06'59" W	11.09
L26	N 23°04'34" W	49.38

LINE	BEARING	DISTANCE
L27	N 50°14'15" W	53.81
L28	N 50°14'15" W	27.28
L29	N 50°14'15" W	122.01
L30	N 00°48'21" W	68.21
L31	S 78°52'47" E	10.22
L32	S 79°06'59" E	10.19
L33	S 78°20'14" E	194.18
L34	N 78°20'14" W	193.67
L35	N 00°19'09" W	77.38
L36	N 02°25'36" W	99.09
L37	N 02°44'30" E	15.22
L38	N 16°13'38" E	63.65
L39	S 02°44'30" W	54.10
L40	S 02°25'36" E	99.35
L41	S 00°19'09" E	92.23
L42	N 00°48'21" W	38.54
L43	S 10°20'27" E	87.09
L44	S 17°39'34" E	28.26
L45	S 22°40'12" E	33.83
L46	S 27°04'45" E	39.74
L47	S 34°21'58" E	63.84

SHEET 2 OF 2

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C1	20°32'05"	500.00	179.20	178.24	90.57	N 09°06'51" E
C2	06°03'24"	500.00	52.86	52.83	26.45	S 22°24'33" W
C3	48°30'51"	150.00	127.01	123.25	67.59	S 01°10'51" W
C4	27°09'40"	200.00	94.81	93.93	48.31	S 36°39'24" E
C5	49°25'53"	320.00	276.08	267.59	147.29	S 25°31'18" E
C6	49°25'53"	330.00	284.70	275.96	151.89	N 25°31'18" W
C7	27°09'40"	190.00	90.07	89.23	45.90	N 36°39'24" W
C8	48°30'51"	140.00	118.54	115.03	63.09	N 01°10'52" E
C9	02°00'46"	510.00	17.92	17.91	8.96	N 24°25'54" E
C10	04°13'40"	510.97	37.70	37.70	18.86	N 21°18'41" E
C11	00°43'11"	259.00	3.25	3.25	1.63	N 49°52'39" W
C12	48°42'42"	259.00	220.20	213.62	117.25	N 25°09'43" W
C13	12°47'39"	337.01	75.25	75.10	37.78	N 04°34'53" E
C14	18°19'21"	352.50	112.73	112.25	56.85	N 07°20'38" E
C15	89°43'19"	10.00	15.66	14.11	9.95	N 61°21'58" E
C16	19°48'09"	301.00	104.03	103.51	52.54	N 04°50'49" E
C17	11°14'23"	301.00	59.05	58.95	29.62	N 10°40'27" W
C18	51°33'03"	301.00	270.82	261.78	145.35	N 11°01'38" W
C19	13°26'05"	201.00	47.13	47.02	23.67	N 43°31'12" W
C20	12°50'20"	300.00	67.22	67.08	33.75	N 05°15'59" E
C21	26°35'29"	500.00	232.05	229.98	118.16	N 12°08'33" E
C22	49°25'53"	259.00	223.45	216.58	119.21	N 25°31'18" W
C23	03°02'03"	352.50	18.67	18.66	9.34	S 14°59'18" W

**LEGAL DESCRIPTION SKETCH OF**

A PORTION OF SECTION 9  
TOWNSHIP 8 SOUTH, RANGE 18 EAST  
ALACHUA COUNTY, FLORIDA.

**FOR:** HIPPI INVESTMENTS, LLC

DRN.	B.G.	CHKD. B.G.	F/W COMP	DWG COMP	PROJ. NO.	FIELD BK.	PAGE NO.
				12/3/14	13-105		

PREPARED FOR: 1) HIPPI INVESTMENTS, LLC

2) \_\_\_\_\_  
3) \_\_\_\_\_  
4) \_\_\_\_\_

THIS LEGAL DESCRIPTION SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS  
AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND  
MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO  
SECTION 472.027 (2014), FLORIDA STATUTES.

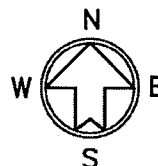
AS OF 12/3/2014

ROBERT W. GRAVER

P.L.S. 4239

CORP. CERTIFICATE OF AUTHORIZATION NO. LB 2389

THIS IS NOT A BOUNDARY SURVEY



NOT VALID WITHOUT THE SIGNATURE AND  
THE ORIGINAL RAISED SEAL OF A FLORIDA  
LICENSED SURVEYOR AND MAPPER.

SCALE: 1" = 100'

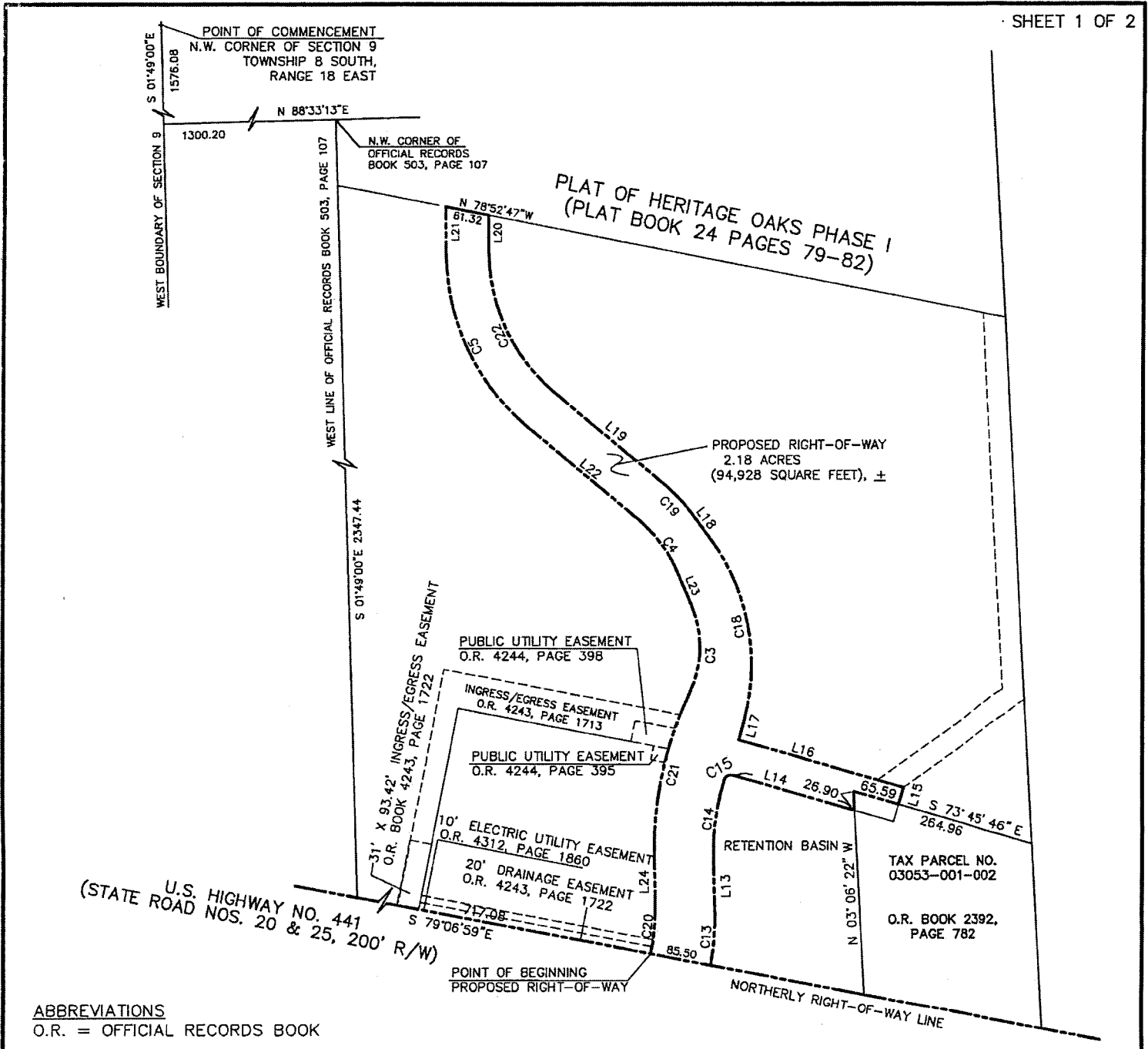


• ENGINEERS • SURVEYORS • PLANNERS

2404 N.W. 43rd ST.  
GAINESVILLE, FLORIDA 32608  
TEL. (352) 373-3541  
FAX. (352) 373-7249

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SHEET 1 OF 2



**ABBREVIATIONS**

O.R. = OFFICIAL RECORDS BOOK

**LEGAL DESCRIPTION SKETCH OF**

A PORTION OF SECTION 9  
TOWNSHIP 8 SOUTH, RANGE 18 EAST  
ALACHUA COUNTY, FLORIDA

PROPOSED RIGHT-OF-WAY

**FOR:** HIPP INVESTMENTS, LLC

DRN.	B.G.	CHKD. B.G.	F/W COMP	DWG COMP	PROJ. NO.	FIELD BK.	PAGE NO.
				12/3/2014	13-105		

PREPARED FOR:

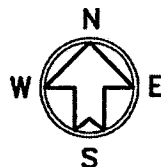
- 1) HIPP INVESTMENTS, LLC
- 2)
- 3)
- 4)

THIS LEGAL DESCRIPTION SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 (2014), FLORIDA STATUTES.  
AS OF 12/3/2014

ROBERT W. GRAVER

P.L.S. 4239

THIS IS NOT A BOUNDARY SURVEY



SCALE: 1" = 200'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



• ENGINEERS • SURVEYORS • PLANNERS

2404 N.W. 43rd ST.  
GAINESVILLE, FLORIDA 32608  
TEL. (352) 373-3541  
FAX. (352) 373-7249

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**EXHIBIT B**

A portion of Fractional Section 9, Township 8 South, Range 18 East, Alachua County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Fractional Section 9, Township 8 South, Range 18 East, Alachua County, Florida and run thence South 01°49'00" East, along the West boundary of said Section, 1576.08 feet; thence North 88°33'13" East, 1300.20 feet to the Northwest corner of that certain tract of land as described in Official Records Book 503, Page 107 of the Public Records of Alachua County, Florida; thence South 01°49'00" East, along the West line of said certain tract of land, 2347.44 feet to a point on the Northerly right-of-way line of U.S. Highway No. 441 (State Road No.'s 20 and 25 – 200' R/W); thence South 79°06'59" East, along said right-of-way line, 1022.20 feet to the Southwest corner of that certain parcel of land as described in Official Records Book 2392, Page 782, of said Public Records; thence North 03°06'22" West, along the West line of said certain parcel of land, 259.40 feet to the Point of Beginning; thence continue North 03°06'22" West, 26.90 feet to the Northwest corner of said certain parcel of land; thence South 73°45'46" East, along the Northerly line of said certain parcel of land, 65.69 feet; thence South 16°13'38" West, 25.38 feet; thence North 73°46'22" West, 56.68 feet to the Point of Beginning.