### SUBDIVIDERS AGREEMENT FOR HIGHPOINT CROSSING

THIS SUBDIVIDERS AGREEMENT FOR HIGHPOINT CROSSING (the "Agreement") is made this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2018.

#### BETWEEN

#### DEVELOPER: Alachua A One LLC (the "Developer") Whose address is: 15260 NW 147<sup>th</sup> Drive, Suite 100 Alachua, Fl. 32615

#### AND

CITY:

THE CITY OF ALACHUA, a Florida Municipal Corporation (the "City")

### <u>RECITALS</u>:

WHEREAS the DEVELOPER is developing a non-residential project with roadways and infrastructure within the CITY known as HIGHPOINT CROSSING, which anticipates, among other things, the construction of improvements for access to a future hotel (the "Project"), on property legally described in attached Exhibit "A" (the "Property" or "Land") and is incorporated herein by reference;

WHEREAS the DEVELOPER wishes to enter into a subdividers agreement with City as part of the City's site specific requirements for applications for Development permits for the subdivision of land as further set forth in Section 2.4.10(G)(4) of the City's Land Development Regulations (the "LDRs");

WHEREAS the Developer acknowledges that this Agreement is a valid exercise of the City's police powers and is authorized by, among other things, Article VIII, Section 2(b) of the Florida Constitution, Section 163.3161, *et. seq.*, Fla. Stat., Section 163.3202, Fla. Stat., and Section 166.201 Fla. Stat.;

WHEREAS the Developer acknowledges that this Agreement is governed by the City's LDRs and, as such, the Developer must utilize the administrative procedures contained in the LDRs in the event there is any dispute regarding this Agreement; and

WHEREAS the Developer acknowledges that this Agreement is a regulatory agreement required as part of the process for the issuance of Development permits for the Project and, as such, Developer acknowledges that it does not have any claim for monetary damages against the City in the event of any dispute relating to this Agreement;

NOW THEREFORE in consideration of the foregoing premises, the Developer and City hereby warrant to the validity of and agree to abide by the following terms and conditions:

- 1. **<u>Recitals:</u>** The above recitals are true and correct and are incorporated as material portions of this Agreement by reference.
- 2. <u>Construction</u>: The Developer shall construct, at Developer's sole expense, the improvements for the Project according to the specifications for MAJOR SUBDIVISIONS as set forth in the City's LDRs and in accordance with the design documents, including but not limited to, the construction plans prepared by the Developer's design engineer, CHW, Inc. for "Highpoint Crossing Project # 16-0638" which are incorporated herein by reference (the "Plans"), excluding the grant funded portion of Exhibit "B". These Plans were filed with the City by the Developer, and have been reviewed and approved by the City in accordance with the LDRs.
- 3. <u>Grant Proceeds:</u> In order to provide roadways for ingress and egress along with infrastructure in the form of wastewater, water, electric, and stormwater for the Project, and within the area as described in Exhibit "B", the Developer, through a companion entity which has identical ownership with Developer named Alachua Highpoint LLC (referred to as "Highpoint"), has requested that the City apply through the Florida Department of Economic Opportunity (DEO) for a Community Development Block Grant (the "Grant"). The City and Highpoint have entered into an agreement titled, "Participating Party Agreement City of Alachua, Florida/Alachua Highpoint LLC, A Florida Limited Liability Company Under the Community Development Block Grant Program" ("the Grant Agreement") in order to pay for a portion of the roadway and infrastructure improvements. Highpoint agrees to and is contributing a portion of the grant proceeds to the Project by its signature on this Agreement. The City shall oversee the construction of the grant funded portion of the Project of Exhibit "B".
- 4. **Drainage:** Drainage facilities for the Property shall be maintained in accordance with the approved Plans for the Project at the sole expense of Developer.
- 5. <u>Fire Flow:</u> The Developer specifically acknowledges that the future construction of buildings within the Project shall comply with the fire flow standards as set forth in the Florida Fire Prevention Code ("FFPC"), which is adopted as part of the Florida Building Code ("FBC"), as amended and effective at the time of the future construction of any buildings.
- 6. <u>Conveyance</u>: The conveyance by the Developer to the City of all of the required public utility infrastructure improvements (including, but not limited to, roadways, streetlights, water facilities, wastewater facilities, electric system facilities, right of ways, sidewalks, and easements as reflected on the plans or the plat which will be recorded for the Project (the "Improvements")) shall be conveyed to the City by dedications on the plat or by separate instrument for those not within the areas or are a part of the plat, however, the Improvements shall not be accepted by the City until the Improvements have been completed, approved by the City, a one year warranty period as described in Paragraph 11 below has concluded, and the City Commission of the City of Alachua ( the "Commission") officially accepts the Improvements.
- 7. <u>Compliance:</u> Developer warrants that it will construct all of the Improvements, excluding the grant funded portion of Exhibit "B", in accordance with the approved Plans for the Project, City's LDRs and all other applicable ordinances, laws, rules, and regulations.
- 8. <u>Recording:</u> The plat for the Project shall be recorded by the Developer in the public records of Alachua County, Florida, immediately after its approval by the Commission. The Developer

shall record the plat and provide the City with a certified copy of the recorded plat within one (1) business day of the recording of the plat. The City shall record this Agreement within five (5) business days of receiving the certified copy of the recorded plat for the Project. The Developer shall pay all costs associated with the recording of this Agreement. The failure to record the plat within 45 days of its approval by the Commission shall render the plat null and void.

- 9. Surety Devices: In order to comply with Sections 2.4.10(G)(4), 6.10.2, and 7.4.1 of the LDRs, the Developer further warrants that the Developer shall provide a Common Law Performance Bond a/k/a Surety Bond (the "Bond") in a penal sum of \$1,464,553.07 (125% of the construction costs not covered by the Grant proceeds as set forth in paragraph 3 above and as more particularly set forth on attached Exhibits "C" and "D"). The Bond shall be issued by a surety listed on the U.S. Department of Treasury's listing of Approved Sureties (Department Circular 5707) then in affect which is authorized to transact business in the State of Florida and doing business through an agent authorized to do business in the State of Florida. The Bond shall be in the form of attached Exhibit "E".
- 10. **Inspections:** Upon the City's approval of the plat, Plans, and the Developer's compliance with the terms of this Agreement, the Developer may commence construction of the Improvements, excluding the grant funded portion of Exhibit "B". This construction shall be completed on or before January 31, 2020. During this construction, the Developer's engineer, CHW, or an engineer with a professional engineering services agreement with the City of Alachua shall perform construction inspection services (CIS) and shall prepare and provide to the City inspection reports at the following benchmarks:
  - a) Inspection of Underground Stormwater System: at beginning of process; during 2 pipe laying activities; during 3 random backfilling operations; and inspection of the completed system by visual, and TV camera.
  - b) Inspections of sewer system: at the beginning of work; during 3 random manhole placements; 3 random pipe placements; 3 backfilling operations; and inspection of the completed system with TV camera.
  - c) Inspection of water system: at the beginning of work; during all taps or city connections; 3 random pipe placements; 3 backfilling operations; and inspection of the completed system including disinfection and pressure testing.
  - d) Inspection of the electrical conduit: at the beginning of work; during all city connections; 3 random pipe placements, 3 backfilling operations; and inspection of completed system.
  - e) Inspection of Stormwater Management basin: at the rough grade stage, outfall placement; final grassing and inspection of completed system.
  - f) Inspection of pavement: at sub grade of all roads for line and grade and yielding; lime rock base for placement and finish; Asphalt inspections at the beginning of operations; at least 3 random quality control checks during placement, asphalt inspection; and inspection of completed pavement.

The Developer's inspector shall submit to the City inspection reports which show any discrepancies between the Plans and the Improvements, and shall note the correction of each discrepancy in a subsequent report to the City's Public Services Department, with a copy to the City's Planning & Community Development Department. Upon completion of the Improvements, the Developer's inspector shall conduct a final inspection report and compile a final punch list. Upon the Developer's inspector providing a final report to the Developer and

the City indicating that all of the deficiencies noted in any inspection report and on the final punch list have been completed and the Improvements are in working order and in accordance with the Plans and LDRs, the LDR Administrator or designee shall thereafter perform a final inspection and provide a list specifying all defects, deficiencies, and necessary repairs to the Developer within 60 days of receipt of the final report. Upon completion of any and all repairs and a certification by the Developer's engineer that the Improvements have been completed in accordance with the requirements of this Agreement, the Plans, and the LDRs, the Developer's engineer shall submit a certified cost of construction for the completed Improvements.

11. <u>Warranty Period</u>: Developer warrants all improvements for the Project, excluding the grant funded portion of Exhibit "B", for a period of one year from the City's approval, other than routine maintenance. Should the City, in the City's sole discretion deem repairs are needed to the Improvements, the City shall provide notice to the Developer and the repairs shall be made within two weeks of written notice. In the event Developer's engineer determines that a requested repair will take more than two weeks to complete, the repair shall be completed in the amount of time determined by the City's Public Services Director. Developer shall be responsible for making all repairs so long as notice is sent or delivered to Developer within the one year warranty period. The warranty period shall be extended until the completion of all requested repairs. If the Developer does not complete the repairs within two weeks from the notice, it shall be a breach of this Agreement.

After the warranty period, the Developer shall submit a final certification prepared by the Developer's engineer that all of the improvements have been completed and constructed in accordance with the plans and applicable regulations and are in good working order. The installation of the required improvements shall in no case bind the City to accept the Improvements for public maintenance or operation until the Public Services Director has accepted the Improvements to be constructed in accordance with the LDR's, the City of Alachua requirements for design and construction, applicable Florida Department of Transportation standards, and all of the requirements. Within 60 days of the Public Services Director's approval, the City Commission will formally accept maintenance of the public improvements and liability for performance under the Bond will be terminated.

- 12. <u>No Inordinate Burden on Land</u>: The Developer acknowledges and agrees that all of the requirements under this Agreement in no way inordinately burden any existing use of the Land or any vested right to use of the Land described in Exhibit "A" and as set forth in the plat to be recorded for the Project.
- 13. <u>Payments:</u> All payments due from the Developer to the City shall be made either by cash, check or money order payable to the City of Alachua, Florida, and sent or hand delivered to the City as set forth in Paragraph 19 below.
- 14. <u>Withholding Permits:</u> The City may, in its sole discretion, withhold any and all inspections, permits, and/or certificates for the Project if such action is deemed necessary by the City to secure the Developer's compliance with the terms of this Agreement.
- 15. <u>Compliance with other Laws:</u> Nothing contained in this Agreement shall relieve the Developer or its successor or assigns from obtaining any local, regional, state or federal permits or complying with any ordinances, laws, rules, or regulations applicable to the development of the Project.

- 16. **Police Powers:** In the event Developer, Developer's agent, contractor, subcontractors, or anyone else acting on behalf of the Developer or Developer's agent, contractor, or subcontractors may be liable or responsible, fails to comply with any applicable ordinance, law, rule or regulation and such failure tends to or does pose an imminent threat or danger to life or of great bodily injury to any person working on the job or to any member of the general public, the City, in its sole discretion through its City Manager or designee, has the right to exercise its police powers and to stop work on the Project until appropriate corrective measures are taken, without limiting any other remedies available to the City.
- 17. **Indemnity:** The Developer shall indemnify and hold harmless the City of Alachua, its officers, agents, employees, attorneys, or anyone action directly or indirectly on behalf of the City, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of or resulting from a loss in performance of work, down-time of equipment, or any claim that may arise from bodily injury, sickness, disease or death, or the injury to or destruction of tangible property, including the loss of use resulting there from, caused in whole or in part by a negligent or wrongful act or omission on the part of the Developer, Developer's agent, contractor, subcontractors, or anyone directly or indirectly employed or working on behalf of the Developer for whose acts the Developer or its agent, contractors, or subcontractors may be liable or responsibile. The Developer further agrees that the Developer shall not insulate itself from liability or responsibility to the City for a default in or failure to perform any of the terms of this Agreement, or from responsibility under this indemnification clause by employment of independent contractors or subcontractors, or other entities. The Developer shall remain liable to the City notwithstanding any attempt by the Developer to pass any responsibility set forth herein to its contract, subcontractors, or other agent or employee.
- 18. <u>Agreement Runs with Land:</u> This Agreement shall be recorded in the public records of Alachua County and shall run with the Land.
- 19. <u>Notices:</u> Except as otherwise provided in this Agreement, any notice, request, or approval, from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery. Such notice will be deemed to have been received when either deposited in the United States Postal Service mailbox or personally delivered with a signed proof of delivery. For purposes of notice, the parties and their respective representatives and addresses are:

City:		Alachua ity Manager / LDR Administrator	
Via Hand Delivery:		15100 NW 142 <sup>nd</sup> Terrace Alachua, FL, 32615	
Via U.S. Mail:		Post Office Box 9 Alachua, FL 32616	
Developer:	Developer: Alachua A One LLC Attn: James W. McCauley, M.D. 15260 NW 147 <sup>th</sup> Drive, Suite 100 Alachua, Fl. 32615		

- 20. <u>Binding Effect:</u> The City and Developer each bind the other and their respective successors and assigns to all of the terms, conditions, covenants and provisions of this Agreement.
- 21. <u>Severability:</u> If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect.
- 22. <u>Not Assignable Without Approval:</u> This Agreement shall not be assignable by the Developer without the written approval of the Commission.
- 23. <u>Enforcement:</u> The failure of either City or Developer to exercise any right under this in this Agreement shall not waive such right in the event of any future default or non-compliance with the terms of this Agreement.
- 24. Jurisdiction and Venue: This Agreement is governed in accordance with the laws of the State of Florida. Venue for any action regarding this Agreement shall be in a circuit court in Alachua County, Florida.
- 25. <u>Amendment:</u> This Agreement may only be amended by mutual written agreement of the City and the Developer with prior approval of the Commission.
- 26. <u>Legal Advice:</u> The Developer and the City have each had the advice of their respective attorneys before entering into this Agreement.
- 27. Joint Preparation: This Agreement has been drafted with participation of the City and the Developer and shall not be construed more strictly against one party than against the other on account of draftsmanship.
- 28. <u>Entire Agreement:</u> This Agreement constitutes the entire agreement of the City and Developer and supersedes all prior written or oral agreements, understanding or representations.
- 29. <u>Time of Essence</u>: Time is of the essence in complying with each and every term of this Agreement.
- 30. <u>Exclusive Remedy</u>: In the event of any question or dispute arising out of or related to this Agreement, the sole and exclusive remedy of the Developer against the City, after Developer exhausts all administrative remedies in the City's LDRs, shall be an action for declaratory judgment. Developer specifically waives all other remedies it may have against the City. In no event shall Developer have a cause of action for monetary damages against the City for anything in any way related to or arising out of this Agreement.

31. <u>Sovereign Immunity</u>: The City does not waive its sovereign immunity in entering into this Agreement. Nothing herein, expressed or implied, waives or should be construed to be a waiver or an attempt to waive the sovereign immunity of the City under the Florida Constitution and the laws of the State of Florida.

IN WITNESS WHEREOF, City and Developer have hereunto set their hands and seals the day and year first above written.

Witnesses Print Name: Print Name: Sandra HAINO

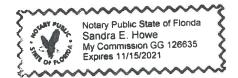
STATE OF FLORIDA COUNTY OF ALACHUA

**DEVELOPER:** ALACHUA A ONE LLC By: am James W. McCauley, Manager

THE FOREGOING Subdividers Agreement for Highpoint Crossing was acknowledged before me this  $\exists \exists^2$ \_ day of May, 2018, by James W. McCauley, who is personally known to me or who produced August as identification.

Notary Public, State of Florida at large

Commission No.: 68 126635 Expiration: \\ \5/202\ [SEAL]



JOINED BY GRANT PARTICIPANTING **PARTY:** 

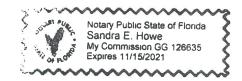
By: Print Name: 2 Pala Ethuc

Print Name: Scorphra E. Howe STATE OF FLORIDA COUNTY OF PLACHUA

ALACHUA HIGHPOINT LLC Jan YM James W. McCauley, Manager

THE FOREGOING Subdividers Agreement for Highpoint Crossing was acknowledged before me this 3<sup>th</sup> day of May, 2018, by James W. McCauley, who is personally known to me August or who produced as identification.

Notary Public, State of Florida at large Commission No.: 69 126635 Expiration: 1/15 [202] [SEAL]



### SIGNATURES CONTINUED ON NEXT PAGE

#### **CITY OF ALACHUA**

Attest:

Adam Boukari, City Manager

#### STATE OF FLORIDA COUNTY OF ALACHUA

THE FOREGOING Subdividers Agreement for Highpoint Crossing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Gib Coerper, who is personally known to me or who produced \_\_\_\_\_\_\_as identification.

Notary Public, State of Florida at large Commission No.: Expiration: [SEAL]

Approved as to form:

Marian B. Rush, City Attorney

#### DATE: May 17, 2017 CLIENT: Dr. James McCauley PROJECT NO: 16-638 DESCRIPTION FOR: Design Plat – Phase 1

A PARCEL OF LAND SITUATED IN A PORTION OF SECTION 9, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SECTION 9, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA; THENCE SOUTH 89°42'41" WEST, ALONG THE NORTH LINE OF SAID SECTION 9, A DISTANCE OF 1166.41 FEET TO A POINT LOCATED AT THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 75 (300' WIDE RIGHT OF WAY), SAID POINT LYING ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 5579.58 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 08°28'51" EAST, 2727.31 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 28°17'34", AN ARC DISTANCE OF 2755.22 FEET TO THE END OF SAID CURVE; THENCE SOUTH 05°40'35" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 473.49 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 05°40'35" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 204.11 TO THE POINT OF CURVATURE ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 894.93 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 29°37'45" WEST, 341.91 FEET; THENCE ALONG THE ARC OF SAID CURVE & SAID WESTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 22°01'31", AN ARC LENGTH OF 344.02 FEET TO THE END OF SAID CURVE; THENCE SOUTH 40°38'30" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 407.80 FEET TO THE POINT OF CURVATURE ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 507.63 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 34°41'44" WEST, 107.59 FEET; THENCE ALONG THE ARC OF SAID CURVE & SAID WESTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 12°09'59", AN ARC LENGTH OF 107.79 FEET TO THE END OF SAID CURVE; THENCE SOUTH 28°38'52" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 161.37 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1582, PAGE 1576 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THE DEPARTING SAID WESTERLY RIGHT OF WAY, NORTH 77°53'37" WEST, ALONG THE SOUTHERLY LINE OF SAID LANDS, A DISTANCE OF 252.80 FEET; THENCE DEPARTING SAID SOUTHERLY LINE, NORTH 22°36'20" EAST, A DISTANCE OF 224.97 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 770.00, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 77°06'05" WEST, 251.97 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°50'01", AN ARC DISTANCE OF 253.10 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 100.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 52°47'58" WEST, 130.37 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 81°21'53", AN ARC DISTANCE OF 142.01 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 12°07'01" WEST, A DISTANCE OF 300.32 FEET TO THE NORTHERLY RIGHT OF WAY OF US HIGHWAY NO. 441; THENCE NORTH 77°41'45" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, NORTH 12°07'01" EAST, A DISTANCE OF 318.08 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 20.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 41°21'31" WEST, 32.14 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 106°57'04", AN ARC DISTANCE OF 37.33 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 85°09'57" WEST, A DISTANCE OF 67.40 FEET TO THE BEGINNING OF A CURVE



CONCAVE NORTHERLY, HAVING A RADIUS OF 1025.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 89°09'58" WEST, 185.74 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°23'48", AN ARC DISTANCE OF 185.99 FEET TO THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4076, PAGE 2345, OF SAID PUBLIC RECORDS; THENCE NORTH 01°51'21" WEST, ALONG SAID EAST LINE, A DISTANCE OF 50.31 FEET; THENCE DEPARTING SAID EAST LINE, WITH A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 975.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 89°02'21" EAST, 191.84 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°17'30", AN ARC DISTANCE OF 192.15 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 157.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 47°45'44" EAST, 182.93 FEET: THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 71°15'44", AN ARC DISTANCE OF 195.27 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1040.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 18°25'47" EAST, 228.20 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°35'50", AN ARC DISTANCE OF 228.66 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 960.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 13°46'32" EAST, 364.81 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°54'21", AN ARC DISTANCE OF 367.04 FEET TO THE END OF SAID CURVE; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 80.09 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1040.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 13°40'01" WEST, 399.08 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°07'23", AN ARC DISTANCE OF 401.57 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 960.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 18°25'22" WEST, 210.88 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°36'41", AN ARC DISTANCE OF 211.31 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 12°07'01" WEST, A DISTANCE OF 45.61 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 24.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 39°11'36" EAST, 37.47 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 102°37'15", AN ARC DISTANCE OF 42.99 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 830.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 79°05'01" EAST, 328.68 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°50'24", AN ARC DISTANCE OF 330.87 FEET TO THE END OF SAID CURVE; THENCE NORTH 22°36'20" EAST, A DISTANCE OF 183.17 FEET; THENCE NORTH 80°21'22" WEST, A DISTANCE OF 80.28 FEET; THENCE NORTH 18°11'35" WEST, A DISTANCE OF 57.81 FEET; THENCE NORTH 19°15'23" EAST, A DISTANCE OF 208.62 FEET; THENCE NORTH 09°31'10" EAST, A DISTANCE OF 293.35 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 640.55 FEET TO THE POINT OF BEGINNING.

CONTAINING 14.57 ACRES, MORE OR LESS.



DATE: September 21, 2017 CLIENT: James McCauley, M.D PROJECT NAME: High Point Crossing PROJECT NO: 16-0638 DESCRIPTION FOR: PUBLIC UTILITIES EASEMENT No. 1

A PARCEL OF LAND SITUATED IN A PORTION OF SECTION 9, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

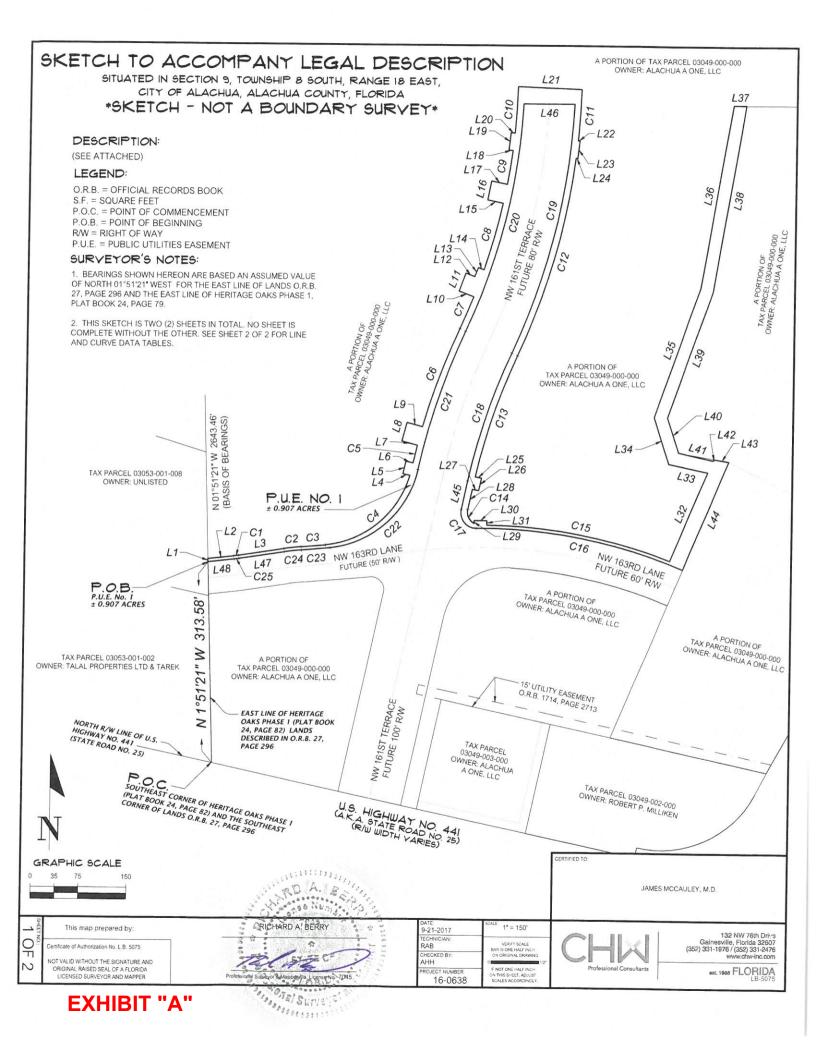
COMMENCE AT A POINT MARKING THE SOUTHEAST CORNER OF HERITAGE OAKS. PHASE 1, AS RECORDED IN PLAT BOOK 24, PAGE 82 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 27, PAGE 296 OF SAID PUBLIC RECORDS. SAID CORNER ALSO LYING ON THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY No. 441 (RIGHT OF WAY WIDTH VARIES); THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, NORTH 1°51'21" WEST ALONG THE EAST LINE OF SAID HERITAGE OAKS PHASE 1 AND ALONG THE EAST LINE OF SAID LANDS DESCRIBED, A DISTANCE OF 313.58 FEET TO THE POINT OF BEGINNING: THENCE CONTINUE NORTH 1°51'21" WEST ALONG SAID EAST LINE, A DISTANCE OF 5.02 FEET; THENCE DEPARTING SAID EAST LINE, NORTH 83°30'58" EAST, A DISTANCE OF 41.01 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 195.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 82°25'11" EAST, 7.46 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 2°11'34", AN ARC LENGTH OF 7.46 FEET TO THE END OF SAID CURVE; THENCE NORTH 81°19'24" EAST, A DISTANCE OF 71.84 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 330.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 83°40'52" EAST. 27.15 FEET: THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 4°42'55", AN ARC LENGTH OF 27.16 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 970.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 84°54'02" EAST, 38.53 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 2°16'34", AN ARC LENGTH OF 38.53 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 152.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 49°46'24" EAST, 169.95 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 67°58'42", AN ARC LENGTH OF 180.34 FEET TO THE END OF SAID CURVE; THENCE NORTH 77°14'26" WEST, A DISTANCE OF 11.05 FEET; THENCE NORTH 12°45'34" EAST. A DISTANCE OF 20.00 FEET; THENCE SOUTH 77°14'26" EAST, A DISTANCE OF 11.17

FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1050.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 13°22'20" EAST, 28.22 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 1°32'23", AN ARC LENGTH OF 28.22 FEET TO THE END OF SAID CURVE; THENCE NORTH 75°02'21" WEST, A DISTANCE OF 25.11 FEET; THENCE NORTH 14°57'39" EAST, A DISTANCE OF 30.00 FEET: THENCE SOUTH 75°02'21" EAST, A DISTANCE OF 25.11 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY. HAVING A RADIUS OF 1050.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 20°15'14" EAST, 163.84 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 8°56'57", AN ARC LENGTH OF 164.00 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 950.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 23°06'29" EAST, 53.72 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 3°14'26". AN ARC LENGTH OF 53.73 FEET TO THE END OF SAID CURVE: THENCE NORTH 69°25'01" WEST, A DISTANCE OF 24.88 FEET; THENCE NORTH 20°34'59" EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 69°25'01" EAST, A DISTANCE OF 14.74 FEET; THENCE NORTH 21°04'53" EAST, A DISTANCE OF 14.99 FEET; THENCE SOUTH 70°01'48" EAST, A DISTANCE OF 9.65 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 950.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 15°31'00" EAST, 107.76 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 6°30'09", AN ARC LENGTH OF 107.81 FEET TO THE END OF SAID CURVE; THENCE NORTH 78°38'22" WEST, A DISTANCE OF 24.88 FEET; THENCE NORTH 11°21'38" EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 78°38'22" EAST, A DISTANCE OF 24.88 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 950.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 8°51'15" EAST, 53.11 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 3°12'13", AN ARC LENGTH OF 53.12 FEET TO THE END OF SAID CURVE; THENCE NORTH 83°32'40" WEST, A DISTANCE OF 6.53 FEET; THENCE NORTH 6°27'20" EAST. A DISTANCE OF 27.20 FEET: THENCE SOUTH 84°23'38" EAST, A DISTANCE OF 6.52 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 950.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 3°25'09" EAST, 72.51 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 4°22'26". AN ARC LENGTH OF 72.52 FEET TO THE END OF SAID CURVE: THENCE SOUTH 87°51'47" EAST. A DISTANCE OF 100.01 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1050.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 3°29'49" WEST, 79.83 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 4°21'27", AN ARC LENGTH OF 79.85 FEET TO THE END OF SAID CURVE; THENCE SOUTH 84°19'27" EAST, A DISTANCE OF 2.69 FEET; THENCE SOUTH 6°19'13" WEST, A DISTANCE OF 27.66 FEET; THENCE NORTH 82°49'08" WEST, A DISTANCE OF 2.74 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1050.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 15°57'17" WEST, 320.32 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°32'51", AN ARC LENGTH OF 321.57 FEET TO THE POINT OF REVERSE

CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 950.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 18°41'27" WEST, 199.84 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°04'31", AN ARC LENGTH OF 200.21 FEET TO THE END OF SAID CURVE; THENCE SOUTH 77°52'59" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 12°14'15" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 77°52'59" WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 12°07'01" WEST, A DISTANCE OF 32.16 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 20.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 24°41'54" EAST, 23.97 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 73°37'53", AN ARC LENGTH OF 25.70 FEET TO THE END OF SAID CURVE; THENCE NORTH 0°00'00" EAST, A DISTANCE OF 4.50 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 0°00'00" EAST, A DISTANCE OF 6.98 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 835.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 79°20'04" EAST, 290.75 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°03'11", AN ARC LENGTH OF 292.24 FEET TO THE END OF SAID CURVE; THENCE NORTH 22°36'20" EAST, A DISTANCE OF 150.18 FEET; THENCE NORTH 78°12'44" WEST, A DISTANCE OF 62.63 FEET; THENCE NORTH 18°11'35" WEST, A DISTANCE OF 76.65 FEET; THENCE NORTH 19°15'23" EAST, A DISTANCE OF 213.69 FEET; THENCE NORTH 9°31'10" EAST, A DISTANCE OF 288.29 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 20.28 FEET; THENCE SOUTH 9°31'10" WEST, A DISTANCE OF 293.35 FEET; THENCE SOUTH 19°15'23" WEST, A DISTANCE OF 208.62 FEET; THENCE SOUTH 18°11'35" EAST, A DISTANCE OF 57.81 FEET; THENCE SOUTH 77°45'18" EAST, A DISTANCE OF 54.83 FEET; THENCE NORTH 67°36'20" EAST, A DISTANCE OF 4.69 FEET; THENCE SOUTH 80°21'22" EAST, A DISTANCE OF 21.53 FEET; THENCE SOUTH 22°36'20" WEST, A DISTANCE OF 183.17 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 830.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 79°05'01" WEST, 328.68 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°50'24". AN ARC LENGTH OF 330.87 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 24.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 39°11'36" WEST, 37.47 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 102°37'15", AN ARC LENGTH OF 42.99 FEET TO THE END OF SAID CURVE; THENCE NORTH 12°07'01" EAST, A DISTANCE OF 45.61 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY. HAVING A RADIUS OF 960.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 18°25'22" EAST, 210.88 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°36'41", AN ARC LENGTH OF 211.31 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1040.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 13°40'01" EAST, 399.08 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°07'23", AN ARC LENGTH OF 401.57 FEET TO THE END OF SAID CURVE; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 80.09 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 960.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND

DISTANCE OF SOUTH 13°46'32" WEST, 364.81 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°54'21", AN ARC LENGTH OF 367.04 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1040.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 18°25'47" WEST. 228.20 FEET: THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE. THROUGH A CENTRAL ANGLE OF 12°35'50", AN ARC LENGTH OF 228.66 FEET TO THE END OF SAID CURVE TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 157.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 47°45'44" WEST, 182.93 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 71°15'44", AN ARC LENGTH OF 195.27 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 975.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 84°42'58" WEST, 45.01 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE. THROUGH A CENTRAL ANGLE OF 2°38'43", AN ARC LENGTH OF 45.02 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 325.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 83°40'52" WEST, 26.74 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE. THROUGH A CENTRAL ANGLE OF 4°42'55", AN ARC LENGTH OF 26.75 FEET TO THE END OF SAID CURVE; THENCE SOUTH 81°19'24" WEST, A DISTANCE OF 71.84 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 82°25'11" WEST, 7.65 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 2°11'34", AN ARC LENGTH OF 7.65 FEET TO THE END OF SAID CURVE; THENCE SOUTH 83°30'58" WEST, A DISTANCE OF 41.41 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 0.907 ACRES, MORE OR LESS.



LINE	DIRECTION	LENGTH	
L1	N 1°51'21" W	5.02'	
L2	N 83°30'58" E	41.01'	
L3	N 81°19'24" E	71.84'	
L4	N 77°14'26" W	11.05'	
L5	N 12°45'34" E	20.00'	
L6	S 77°14'26" E	11.17'	
L7	N 75°02'21" W	25.11'	
L8	N 14°57'39" E	30.00'	
L9	S 75°02'21" E	25.11'	
L10	N 69°25'01" W	24.88'	
L11	N 20°34'59" E	30.00'	
L12	S 69°25'01" E	14.74'	
L13	N 21°04'53" E	14.99'	
L14	S 70°01'48" E	9.65'	
L15	N 78°38'22" W	24.88'	
L16	N 11°21'38" E	30.00'	
L17	S 78°38'22" E	24.88'	
L18	N 83°32'40" W	6.53'	
L19	N 6°27'20" E	27.20'	
L20	S 84°23'38" E	6.52'	
L21	S 87°51'47* E	100.01'	
L22	S 84°19'27" E	2.69'	
L23	S 6°19'13" W	27.66'	
L24	N 82°49'08" W	2.74'	
L25	S 77°52'59" E	10.00'	
L26	S 12°14'15" W	20.00'	
L27	N 77°52'59" W	10.00'	
L28	S 12°07'01" W	32.16'	
L29	N 0°00'00" E	4.50'	
L30	N 90°00'00" E	20.00'	
L31	S 0°00'00" E	6.98'	
L32	N 22°36'20" E	150,18'	
L33	N 78°12'44" W	62.63'	
L34	N 18°11'35" W	76.65'	
L35	N 19°15'23" E	213.69'	
L36	N 9°31'10" E	288.29	
L37	N 90°00'00" E	20.28	
L38	S 9°31'10" W	293.35'	
L39	S 19°15'23* W	208.62'	
L40	S 18°11'35" E	57.81'	
L41	S 77°45'18" E	Contraction of the	
L42	N 67°36'20" E		
L42	S 80°21'22" E	4.69'	
L43		21.53'	
	S 22°36'20" W	183.17'	
L45	N 12°07'01" E	45.61'	
L46	N 90°00'00" W	80.09'	
L47 L48	S 81°19'24" W S 83°30'58" W	71.84'	

### SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SITUATED IN SECTION 9, TOWNSHIP & SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA \*SKETCH - NOT A BOUNDARY SURVEY\*

#### DESCRIPTION:

(SEE ATTACHED)

#### SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE BASED AN ASSUMED VALUE OF NORTH 01°51'21" WEST FOR THE EAST LINE OF LANDS O.R.B. 27, PAGE 296 AND THE EAST LINE OF HERITAGE OAKS PHASE 1, PLAT BOOK 24, PAGE 79.

2. THIS SKETCH IS TWO (2) SHEETS IN TOTAL. NO SHEET IS COMPLETE WITHOUT THE OTHER. SEE SHEET 1 OF 2 FOR SKETCH AND ADDITIONAL INFORMATION.

			CURVE DA	TA TABLE		
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARIN
C1	7.46'	195.00'	2°11'34"	3.73'	7.46'	N 82°25'11" E
C2	27.16'	330.00'	4°42'55"	13.59'	27.15'	N 83°40'52" E
C3	38.53'	970.00	2°16'34"	19.27'	38.53'	N 84°54'02" E
C4	180.34'	152.00'	67°58'42"	102.48'	169.95'	N 49°46'24" E
C5	28.22'	1050.00'	1°32'23"	14.11'	28.22'	N 13°22'20" E
C6	164.00'	1050.00'	8°56'57"	82.17'	163.84'	N 20°15'14" E
C7	53.73'	950.00'	3°14'26"	26.87'	53.72'	N 23°06'29" E
C8	107.81'	950.00'	6°30'09"	53.96'	107.76'	N 15°31'00" E
C9	53.12'	950.00'	3°12'13"	26.57'	53.11'	N 8°51'15" E
C10	72.52'	950.00'	4°22'26*	36.28'	72.51'	N 3°25'09" E
C11	79.85'	1050.00'	4°21'27 <b>*</b>	39.95'	79.83'	S 3°29'49" W
C12	321.57*	1050.00'	17°32'51"	162.06'	320.32'	S 15°57'17" W
C13	200.21'	950.00'	12°04'31*	100.48'	199.84'	S 18°41'27" W
C14	25.70'	20.00'	73°37'53"	14.97'	23.97'	S 24°41'54" E
C15	292.24'	835.00'	20°03'11"	147.63'	290.75'	S 79°20'04" E
C16	330.87'	830.00'	22°50'24*	167.66'	328.68'	N 79°05'01" W
C17	42.99'	24.00'	102°37'15*	29.97'	37.47'	N 39°11'36" W
C18	211.31'	960.00'	12°36'41"	106.08'	210.88'	N 18°25'22" E
C19	401.57'	1040.00'	22°07'23*	203.32'	399.08'	N 13°40'01" E
C20	367.04'	960.00'	21°54'21"	185.79'	364.81'	S 13°46'32" W
C21	228.66'	1040.00'	12°35'50"	114.79'	228.20'	S 18°25'47* W
C22	195.27'	157.00'	71°15'44"	112.53'	182.93'	S 47°45'44" W
C23	45.02'	975.00'	2°38'43*	22.51'	45.01'	S 84°42'58" W
C24	26.75'	325.00'	4°42'55*	13.38'	26.74	S 83°40'52* W
C25	7.65'	200.00'	2°11'34"	3.83'	7.65'	S 82°25'11" W

	JAMES MCCAULEY, M.D

11

ssional Consultants

132 NW 76th Drive Galnesville, Florida 32607 (352) 331-1976 / (352) 331-2476 www.chw-inc.com

est. 1988 FLORIDA

CERTIFIED TO

N/A

Section 1 and a resident

VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING

IF NOT ONE HALF INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY,

9-21-2017

HECKED BY

ROJECT NUMBER

16-0638

AHH

RICHARD A. BERRY

SEE SHEET 1 OF 2

Professional Surveyor & Mapper Fla. License No. 7045

**EXHIBIT "A"** 

This map prepared by:

Certificate of Authorization No. L.B. 5075

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

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QF

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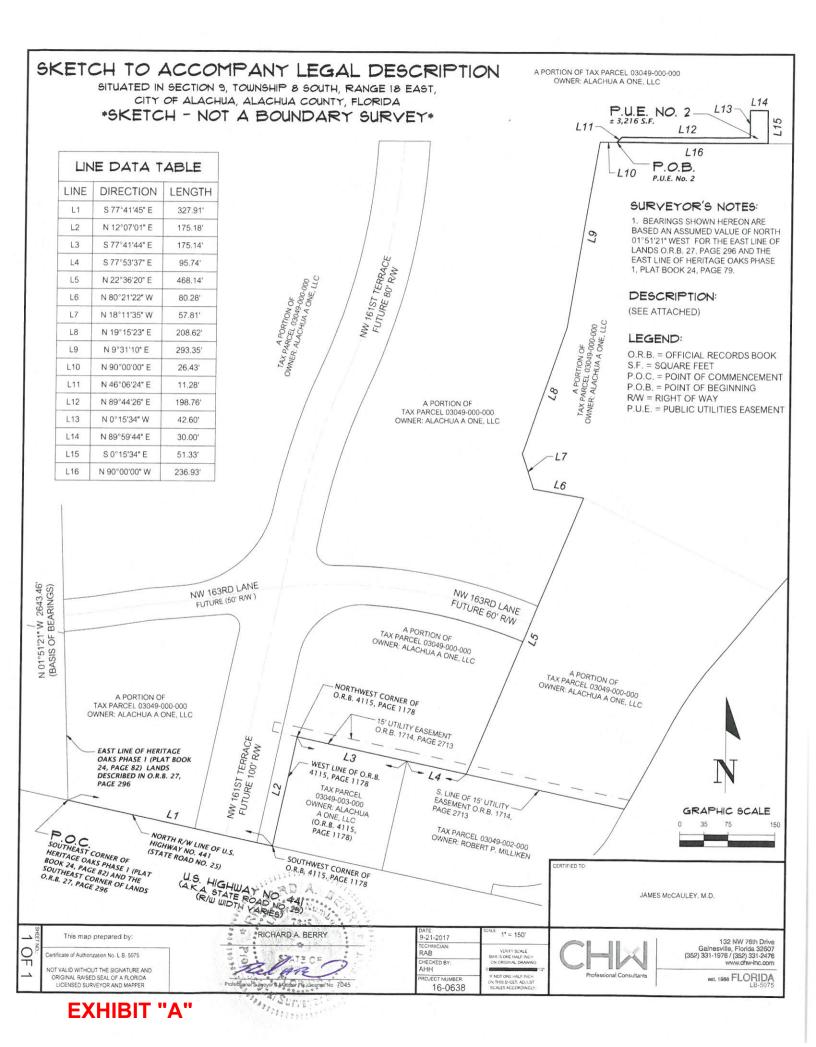
DATE: September 21, 2017 CLIENT: James McCauley, M.D PROJECT NAME: High Point Crossing PROJECT NO: 16-0638 DESCRIPTION FOR: PUBLIC UTILITIES EASEMENT No. 2

A PARCEL OF LAND SITUATED IN A PORTION OF SECTION 9, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT MARKING THE SOUTHEAST CORNER OF HERITAGE OAKS PHASE 1, AS RECORDED IN PLAT BOOK 24, PAGE 82 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 27. PAGE 296 OF SAID PUBLIC RECORDS, SAID CORNER ALSO LYING ON THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY No. 441 (RIGHT OF WAY WIDTH VARIES); THENCE SOUTH 77°41'45" EAST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 327.91 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4115. PAGE 1178 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, NORTH 12°07'01" EAST ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 175.18 FEET TO THE NORTHWEST CORNER OF SAID LANDS AND TO AN INTERSECTION WITH THE SOUTH LINE OF A 15-FOOT UTILITY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 1714, PAGE 2713 OF SAID PUBLIC RECORDS; THENCE SOUTH 77°41'44" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 175.14 FEET; THENCE SOUTH 77°53'37" EAST, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 95.74 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 22°36'20" EAST, A DISTANCE OF 468.14 FEET; THENCE NORTH 80°21'22" WEST, A DISTANCE OF 80.28 FEET; THENCE NORTH 18°11'35" WEST, A DISTANCE OF 57.81 FEET; THENCE NORTH 19°15'23" EAST, A DISTANCE OF 208.62 FEET; THENCE NORTH 9°31'10" EAST, A DISTANCE OF 293.35 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 26.43 FEET TO THE POINT OF BEGINNING; THENCE NORTH 46°06'24" EAST, A DISTANCE OF 11.28 FEET; THENCE NORTH 89°44'26" EAST, A DISTANCE OF 198.76 FEET; THENCE NORTH 0°15'34" WEST, A DISTANCE OF 42.60 FEET; THENCE NORTH 89°59'44" EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 0°15'34" EAST, A DISTANCE OF 51.33 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 236.93 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 3,216 SQUARE FEET, MORE OR LESS.





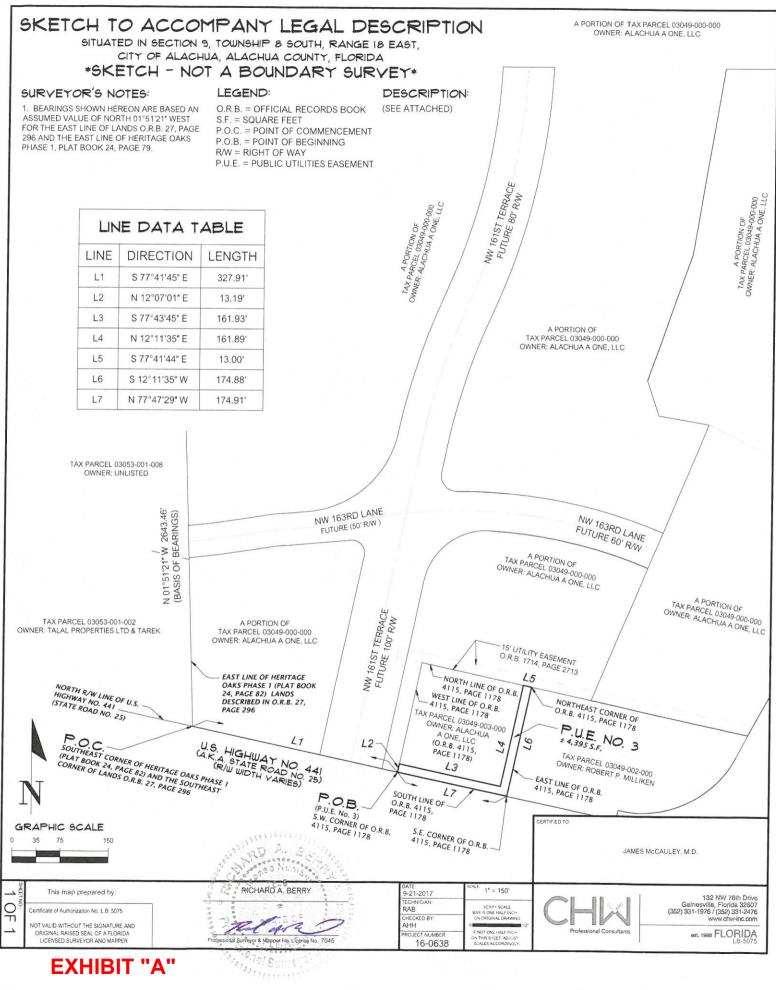


DATE: September 21, 2017 CLIENT: James McCauley, M.D PROJECT NAME: High Point Crossing PROJECT NO: 16-0638 DESCRIPTION FOR: Public Utilities Easement No. 3

A PARCEL OF LAND SITUATED IN A PORTION OF SECTION 9, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT MARKING THE SOUTHEAST CORNER OF HERITAGE OAKS PHASE 1, AS RECORDED IN PLAT BOOK 24, PAGE 82 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 27. PAGE 296 OF SAID PUBLIC RECORDS, SAID CORNER ALSO LYING ON THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY No. 441 (RIGHT OF WAY WIDTH VARIES); THENCE SOUTH 77°41'45" EAST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 327.91 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4115. PAGE 1178 OF SAID PUBLIC RECORDS AND TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, NORTH 12°07'01" EAST ALONG THE WEST LINE OF SAID LANDS DESCRIBED, A DISTANCE OF 13.19 FEET; THENCE DEPARTING SAID WEST LINE, SOUTH 77°43'45" EAST, A DISTANCE OF 161.93 FEET; THENCE NORTH 12°11'35" EAST, A DISTANCE OF 161.89 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID LANDS DESCRIBED; THENCE SOUTH 77°41'44" EAST ALONG SAID NORTH LINE, A DISTANCE OF 13.00 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE SOUTH 12°11'35" WEST ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 174.88 FEET TO THE SOUTHEAST CORNER OF SAID LANDS. SAID CORNER LYING ON THE AFORMENTIONED NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY No. 441; THENCE NORTH 77°47'29" WEST ALONG THE SOUTH LINE OF SAID LANDS AND ALONG SAID NORTH RIGHT OF WAY LINE. A DISTANCE OF 174.91 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 4,395 SQUARE FEET, MORE OR LESS.





DATE: September 21, 2017 CLIENT: James McCauley, M.D PROJECT NAME: High Point Crossing PROJECT NO: 16-0638 DESCRIPTION FOR: Public Utilities Easement No. 4

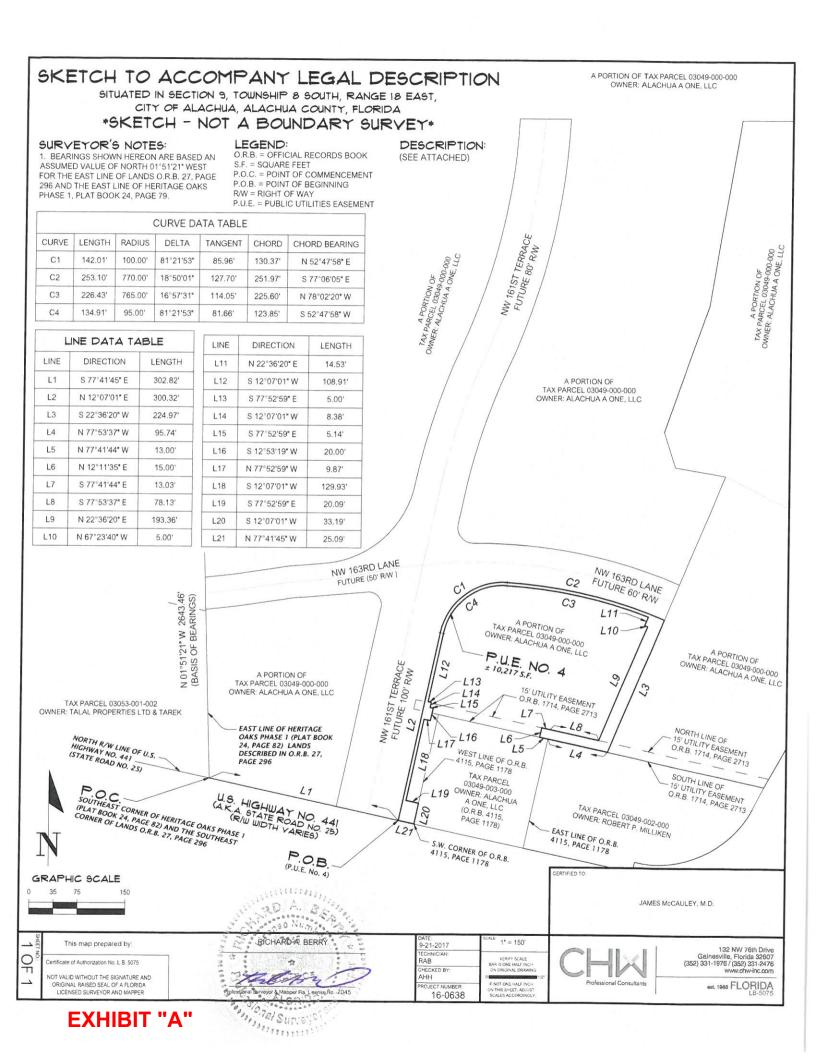
A PARCEL OF LAND SITUATED IN A PORTION OF SECTION 9, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT MARKING THE SOUTHEAST CORNER OF HERITAGE OAKS PHASE 1, AS RECORDED IN PLAT BOOK 24, PAGE 82 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 27. PAGE 296 OF SAID PUBLIC RECORDS, SAID CORNER ALSO LYING ON THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY No. 441 (RIGHT OF WAY WIDTH VARIES); THENCE SOUTH 77°41'45" EAST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 302.82 FEET TO THE POINT OF BEGINNING: THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE. NORTH 12°07'01" EAST, A DISTANCE OF 300.32 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 100.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 52°47'58" EAST, 130.37 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE. THROUGH A CENTRAL ANGLE OF 81°21'53", AN ARC LENGTH OF 142.01 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 770.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 77°06'05" EAST, 251.97 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°50'01". AN ARC LENGTH OF 253.10 FEET TO THE END OF SAID CURVE: THENCE SOUTH 22°36'20" WEST, A DISTANCE OF 224.97 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF A 15-FOOT UTILITY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 1714, PAGE 2713 OF SAID PUBLIC RECORDS; THENCE NORTH 77°53'37" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 95.74 FEET: THENCE NORTH 77°41'44" WEST, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 13.00 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 12°11'35" EAST, A DISTANCE OF 15.00 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID EASEMENT; THENCE SOUTH 77°41'44" EAST ALONG SAID NORTH LINE. A DISTANCE OF 13.03 FEET: THENCE SOUTH 77°53'37" EAST CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 78.13 FEET; THENCE DEPARTING SAID NORTH LINE, NORTH 22°36'20" EAST, A DISTANCE OF 193.36 FEET; THENCE NORTH 67°23'40" WEST, A DISTANCE OF 5.00 FEET; THENCE NORTH 22°36'20" EAST, A DISTANCE OF 14.53 FEET; TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 765.00 FEET AND BEING



SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 78°02'20" WEST. 225.60 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°57'31", AN ARC LENGTH OF 226.43 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 95.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 52°47'58" WEST. 123.85 FEET: THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 81°21'53". AN ARC LENGTH OF 134.91 FEET TO THE POINT OF TANGENCY: THENCE SOUTH 12°07'01" WEST, A DISTANCE OF 108.91 FEET; THENCE SOUTH 77°52'59" EAST, A DISTANCE OF 5.00 FEET; THENCE SOUTH 12°07'01" WEST, A DISTANCE OF 8.38 FEET; THENCE SOUTH 77°52'59" EAST, A DISTANCE OF 5.14 FEET; THENCE SOUTH 12°53'19" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 77°52'59" WEST, A DISTANCE OF 9.87 FEET; THENCE SOUTH 12°07'01" WEST, A DISTANCE OF 129.93 FEET; THENCE SOUTH 77°52'59" EAST, A DISTANCE OF 20.09 FEET TO AN INTERSECTION WITH THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4115. PAGE 1178 OF SAID PUBLIC RECORDS: THENCE SOUTH 12°07'01" WEST ALONG SAID WEST LINE, A DISTANCE OF 33.19 FEET TO THE SOUTHWEST CORNER OF SAID LANDS. SAID CORNER LYING ON THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY No. 441; THENCE NORTH 77°41'45" WEST ALONG SAID NORTH RIGHT OF WAY LINE. A DISTANCE OF 25.09 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 10,217 SQUARE FEET, MORE OR LESS.





DATE: September 21, 2017 CLIENT: James McCauley, M.D PROJECT NAME: High Point Crossing. PROJECT NO: 16-0638 DESCRIPTION FOR: PUBLIC UTILITIES EASEMENT No.5

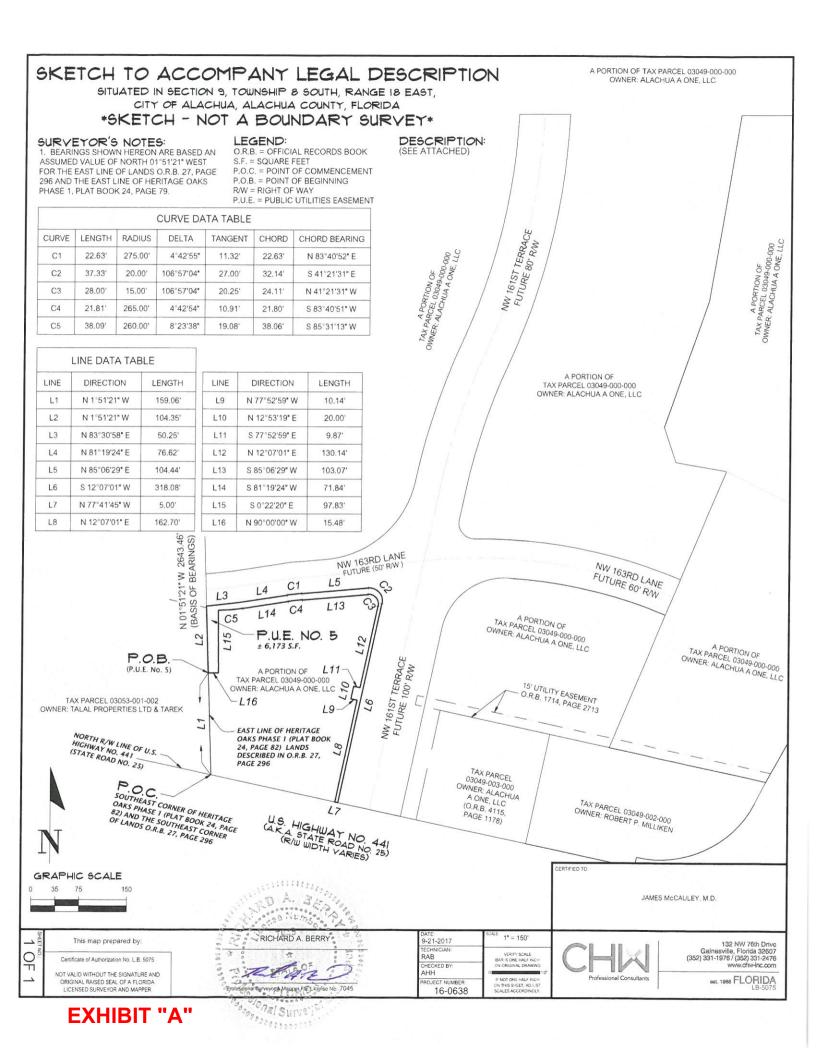
A PARCEL OF LAND SITUATED IN A PORTION OF SECTION 9, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT MARKING THE SOUTHEAST CORNER OF HERITAGE OAKS PHASE 1. AS RECORDED IN PLAT BOOK 24. PAGE 82 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 27, PAGE 296 OF SAID PUBLIC RECORDS, SAID POINT ALSO LYING ON THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY No. 441 (RIGHT OF WAY WIDTH VARIES); THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, NORTH 1°51'21" WEST ALONG THE EAST LINE OF SAID HERITAGE OAKS PHASE 1 AND ALONG THE EAST LINE OF SAID LANDS DESCRIBED, A DISTANCE OF 159.06 FEET TO THE POINT OF BEGINNING: THENCE CONTINUE NORTH 1°51'21" WEST ALONG SAID EAST LINE, A DISTANCE OF 104.35; THENCE DEPARTING SAID EAST LINE, NORTH 83°30'58" EAST, A DISTANCE OF 50.25 FEET; THENCE NORTH 81°19'24" EAST. A DISTANCE OF 76.62 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 275.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 83°40'52" EAST, 22.63 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 4°42'55", AN ARC LENGTH OF 22.63 FEET; THENCE NORTH 85°06'29" EAST, A DISTANCE OF 104.44 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY. HAVING A RADIUS OF 20.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 41°21'31" EAST, 32.14 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 106°57'04", AN ARC LENGTH OF 37.33 FEET; THENCE SOUTH 12°07'01" WEST. A DISTANCE OF 318.08 FEET TO AN INTERSECTION WITH THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY No 441; THENCE NORTH 77°41'45" WEST ALONG SAID NORTH RIGHT OF WAY LINE. A DISTANCE OF 5.00 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, NORTH 12°07'01" EAST, A DISTANCE OF 162.70 FEET; THENCE NORTH 77°52'59" WEST, A DISTANCE OF 10.14 FEET; THENCE NORTH 12°53'19" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 77°52'59" EAST, A DISTANCE OF 9.87 FEET; THENCE NORTH 12°07'01" EAST, A DISTANCE OF 130.14 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 15.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 41°21'31" WEST, 24.11 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE,



THROUGH A CENTRAL ANGLE OF 106°57'04", AN ARC LENGTH OF 28.00 FEET; THENCE SOUTH 85°06'29" WEST, A DISTANCE OF 103.07 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 265.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 83°40'51" WEST, 21.80 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 4°42'54", AN ARC LENGTH OF 21.81 FEET; THENCE SOUTH 81°19'24" WEST, A DISTANCE OF 71.84 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 260.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 85°31'13" WEST, 38.06 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 8°23'38", AN ARC LENGTH OF 38.09 FEET; THENCE SOUTH 0°22'20" EAST, A DISTANCE OF 97.83 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 15.48 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 6,173 SQUARE FEET, MORE OR LESS.





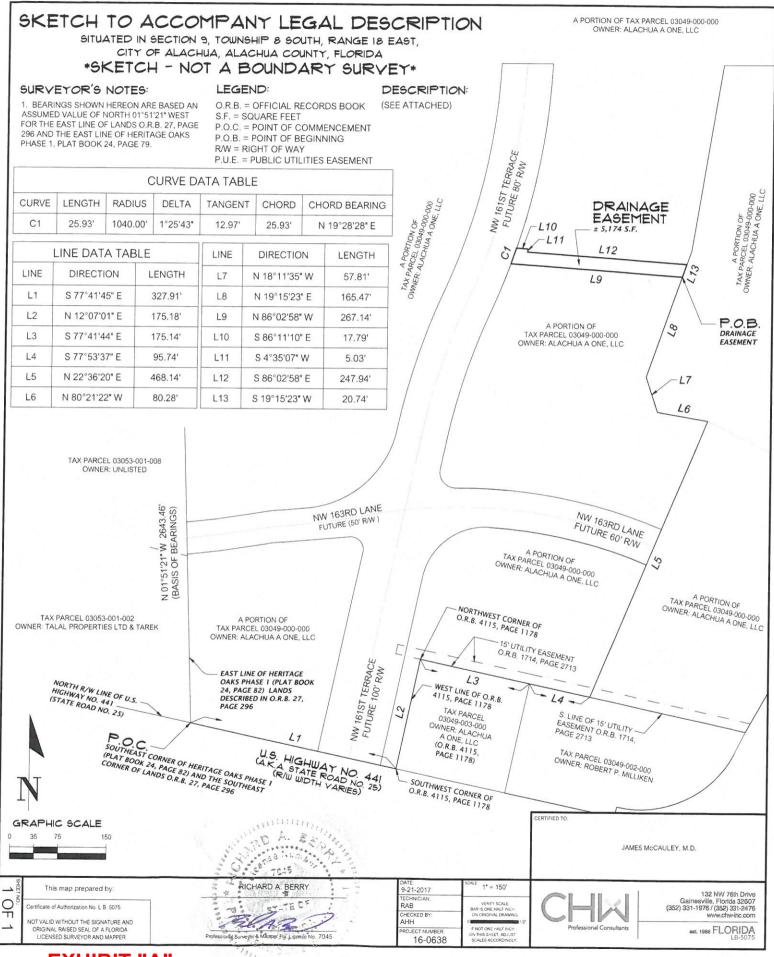
DATE: September 21, 2017 CLIENT: James McCauley, M.D PROJECT NAME: High Point Crossing PROJECT NO: 16-0638 DESCRIPTION FOR: Drainage Easement

A PARCEL OF LAND SITUATED IN A PORTION OF SECTION 9, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT MARKING THE SOUTHEAST CORNER OF HERITAGE OAKS PHASE 1. AS RECORDED IN PLAT BOOK 24, PAGE 82 OF THE PUBLIC RECORDS OF ALACHUA COUNTY. FLORIDA, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 27, PAGE 296 OF SAID PUBLIC RECORDS, SAID CORNER ALSO LYING ON THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY No. 441 (RIGHT OF WAY WIDTH VARIES); THENCE SOUTH 77°41'45" EAST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 327.91 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4115, PAGE 1178 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, NORTH 12°07'01" EAST ALONG THE WEST LINE OF SAID LANDS DESCRIBED, A DISTANCE OF 175.18 FEET TO THE NORTHWEST CORNER OF SAID LANDS AND TO AN INTERSECTION WITH THE SOUTH LINE OF A 15-FOOT UTILITY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 1714, PAGE 2713 OF SAID PUBLIC RECORDS; THENCE SOUTH 77°41'44" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 175.14 FEET; THENCE SOUTH 77°53'37" EAST, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 95.74 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 22°36'20" EAST, A DISTANCE OF 468.14 FEET; THENCE NORTH 80°21'22" WEST, A DISTANCE OF 80.28 FEET; THENCE NORTH 18°11'35" WEST, A DISTANCE OF 57.81 FEET; THENCE NORTH 19°15'23" EAST, A DISTANCE OF 165.47 FEET TO THE POINT OF BEGINNING; THENCE NORTH 86°02'58" WEST, A DISTANCE OF 267.14 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1040.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 19°28'28" EAST, 25.93 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 1°24'56", AN ARC LENGTH OF 25.93 FEET TO THE END OF SAID CURVE; THENCE SOUTH 86°11'10" EAST, A DISTANCE OF 17.79 FEET; THENCE SOUTH 4°35'07" WEST, A DISTANCE OF 5.03 FEET; THENCE SOUTH 86°02'58" EAST, A DISTANCE OF 247.94 FEET; THENCE SOUTH 19°15'23" WEST, A DISTANCE OF 20.74 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 5,174 SQUARE FEET, MORE OR LESS.





**EXHIBIT "A"** 

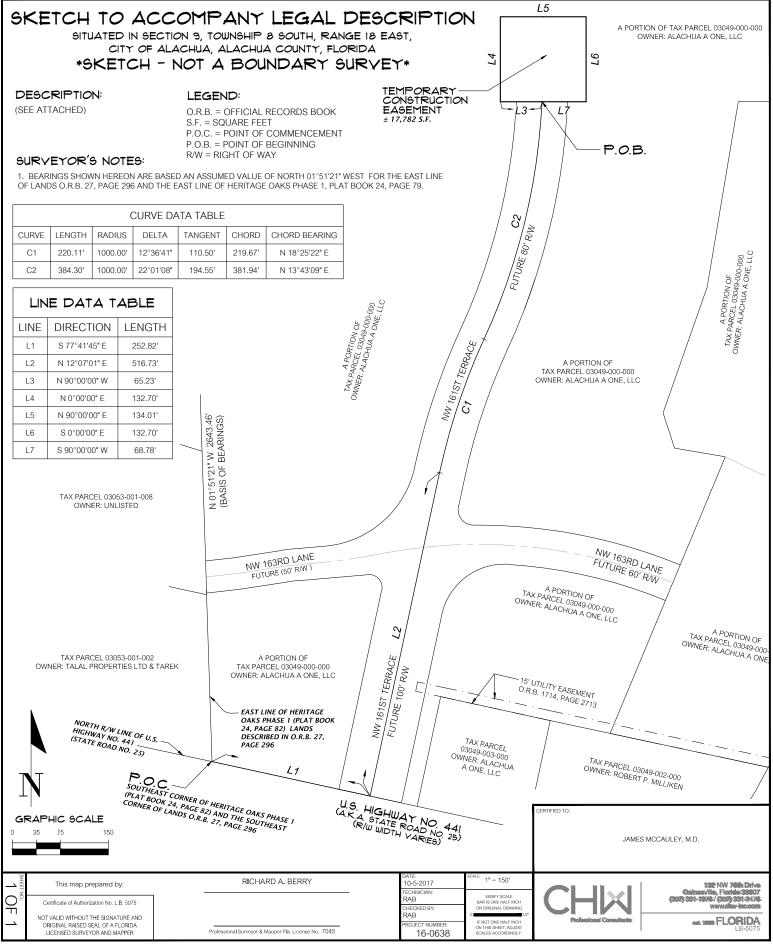


DATE: October 5, 2017 CLIENT: James McCauley, M.D PROJECT NAME: High Point Crossing PROJECT NO: 16-0638 DESCRIPTION FOR: Temporary Construction Easement

A PARCEL OF LAND SITUATED IN A PORTION OF SECTION 9, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT MARKING THE SOUTHEAST CORNER OF HERITAGE OAKS PHASE 1, AS RECORDED IN PLAT BOOK 24, PAGE 82 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 27. PAGE 296 OF SAID PUBLIC RECORDS, SAID CORNER ALSO LYING ON THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY No. 441 (RIGHT OF WAY WIDTH VARIES); THENCE SOUTH 77°41'45" EAST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 252.82 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE. NORTH 12°07'01" EAST. A DISTANCE OF 516.73 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1000.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 18°25'22" EAST, 219.67 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°36'41", AN ARC LENGTH OF 220.11 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY. HAVING A RADIUS OF 1000.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 13°43'09" EAST, 381.94 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°01'08", AN ARC LENGTH OF 384.30 FEET TO END OF SAID CURVE AND TO THE POINT OF BEGINNING: THENCE NORTH 90°00'00" WEST, A DISTANCE OF 65.23 FEET; THENCE NORTH 0°00'00" EAST, A DISTANCE OF 132.70 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 134.01 FEET; THENCE SOUTH 0°00'00" EAST, A DISTANCE OF 132.70 FEET; THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 68.78 FEET TO THE POINT OF **BEGINNING.** 

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 17,782 SQUARE FEET, MORE OR LESS.



### EXHIBIT "A"



DATE: October 5, 2017 CLIENT: James McCauley, M.D PROJECT NAME: High Point Crossing PROJECT NO: 16-0638 DESCRIPTION FOR: Grant Funded Right-of-Way

A PARCEL OF LAND SITUATED IN A PORTION OF SECTION 9, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT MARKING THE SOUTHEAST CORNER OF HERITAGE OAKS PHASE 1, AS RECORDED IN PLAT BOOK 24, PAGE 82 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 27, PAGE 296 OF SAID PUBLIC RECORDS. SAID CORNER ALSO LYING ON THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY No. 441 (RIGHT OF WAY WIDTH VARIES); THENCE SOUTH 77°41'45" EAST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 202.82 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 77°41'45" EAST ALONG SAID NORTH RIGHT OF WAY LINE. A DISTANCE OF 100.00 FEET: THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, NORTH 12°07'01" EAST, A DISTANCE OF 300.32 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 100.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 52°47'58" EAST, 130.37 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 81°21'53", AN ARC LENGTH OF 142.01 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 770.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 77°06'05" EAST, 251.97 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE. THROUGH A CENTRAL ANGLE OF 18°50'01", AN ARC LENGTH OF 253.10 FEET TO THE END OF SAID CURVE; THENCE NORTH 22°36'20" EAST, A DISTANCE OF 60.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 830.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 79°05'01" WEST, 328.68 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°50'24", AN ARC LENGTH OF 330.87 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 24.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 39°11'36" WEST, 37.47 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 102°37'15", AN ARC LENGTH OF 42.99 FEET TO THE END OF SAID CURVE: THENCE NORTH 12°07'01" EAST, A DISTANCE OF 45.61 FEET: THENCE NORTH 77°41'56" WEST, A DISTANCE OF 80.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 157.00 FEET AND BEING

SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 47°45'44" WEST, 182.93 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 71°15'44", AN ARC LENGTH OF 195.27 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 975.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 84°42'58" WEST, 45.01 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 2°38'43". AN ARC LENGTH OF 45.02 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 325.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 83°40'52" WEST, 26.74 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 4°42'55", AN ARC LENGTH OF 26.75 FEET TO THE END OF SAID CURVE; THENCE SOUTH 81°19'24" WEST, A DISTANCE OF 71.84 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 82°25'11" WEST, 7.65 FEET: THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 2°11'34", AN ARC LENGTH OF 7.65 FEET TO THE END OF SAID CURVE; THENCE SOUTH 83°30'58" WEST, A DISTANCE OF 41.41 FEET TO AN INTERSECTION WITH THE EAST LINE OF AFOREMENTIONED HERITAGE OAKS PHASE 1 AND THE EAST LINE OF AFOREMENTIONED LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 27, PAGE 296; THENCE SOUTH 1°51'21" EAST ALONG SAID EAST LINE, A DISTANCE OF 50.16 FEET; THENCE DEPARTING SAID EAST LINE, NORTH 83°30'58" EAST, A DISTANCE OF 50.25 FEET: THENCE NORTH 81°19'24" EAST, A DISTANCE OF 76.62 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 275.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 83°40'52" EAST, 22.63 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 4°42'55", AN ARC LENGTH OF 22.63 FEET; THENCE NORTH 85°06'29" EAST, A DISTANCE OF 104.44 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 20.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 41°21'31" EAST, 32.14 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 106°57'04", AN ARC LENGTH OF 37.33 FEET; THENCE SOUTH 12°07'01" WEST, A DISTANCE OF 318.08 FEET TO THE POINT **OF BEGINNING.** 

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 2.046 ACRES, MORE OR LESS.

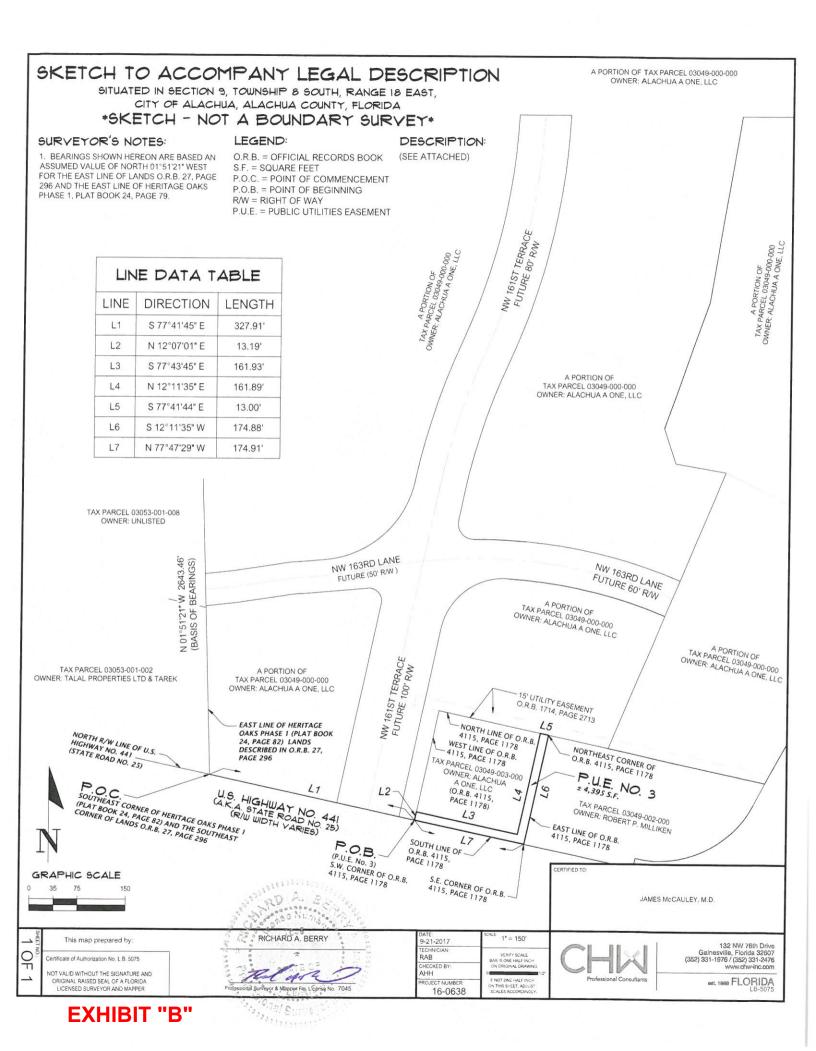


DATE: September 21, 2017 CLIENT: James McCauley, M.D PROJECT NAME: High Point Crossing PROJECT NO: 16-0638 DESCRIPTION FOR: Public Utilities Easement No. 3

A PARCEL OF LAND SITUATED IN A PORTION OF SECTION 9, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT MARKING THE SOUTHEAST CORNER OF HERITAGE OAKS PHASE 1, AS RECORDED IN PLAT BOOK 24, PAGE 82 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 27. PAGE 296 OF SAID PUBLIC RECORDS, SAID CORNER ALSO LYING ON THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY No. 441 (RIGHT OF WAY WIDTH VARIES); THENCE SOUTH 77°41'45" EAST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 327.91 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4115. PAGE 1178 OF SAID PUBLIC RECORDS AND TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, NORTH 12°07'01" EAST ALONG THE WEST LINE OF SAID LANDS DESCRIBED, A DISTANCE OF 13.19 FEET; THENCE DEPARTING SAID WEST LINE, SOUTH 77°43'45" EAST, A DISTANCE OF 161.93 FEET; THENCE NORTH 12°11'35" EAST, A DISTANCE OF 161.89 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID LANDS DESCRIBED; THENCE SOUTH 77°41'44" EAST ALONG SAID NORTH LINE, A DISTANCE OF 13.00 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE SOUTH 12°11'35" WEST ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 174.88 FEET TO THE SOUTHEAST CORNER OF SAID LANDS. SAID CORNER LYING ON THE AFORMENTIONED NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY No. 441; THENCE NORTH 77°47'29" WEST ALONG THE SOUTH LINE OF SAID LANDS AND ALONG SAID NORTH RIGHT OF WAY LINE. A DISTANCE OF 174.91 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 4,395 SQUARE FEET, MORE OR LESS.





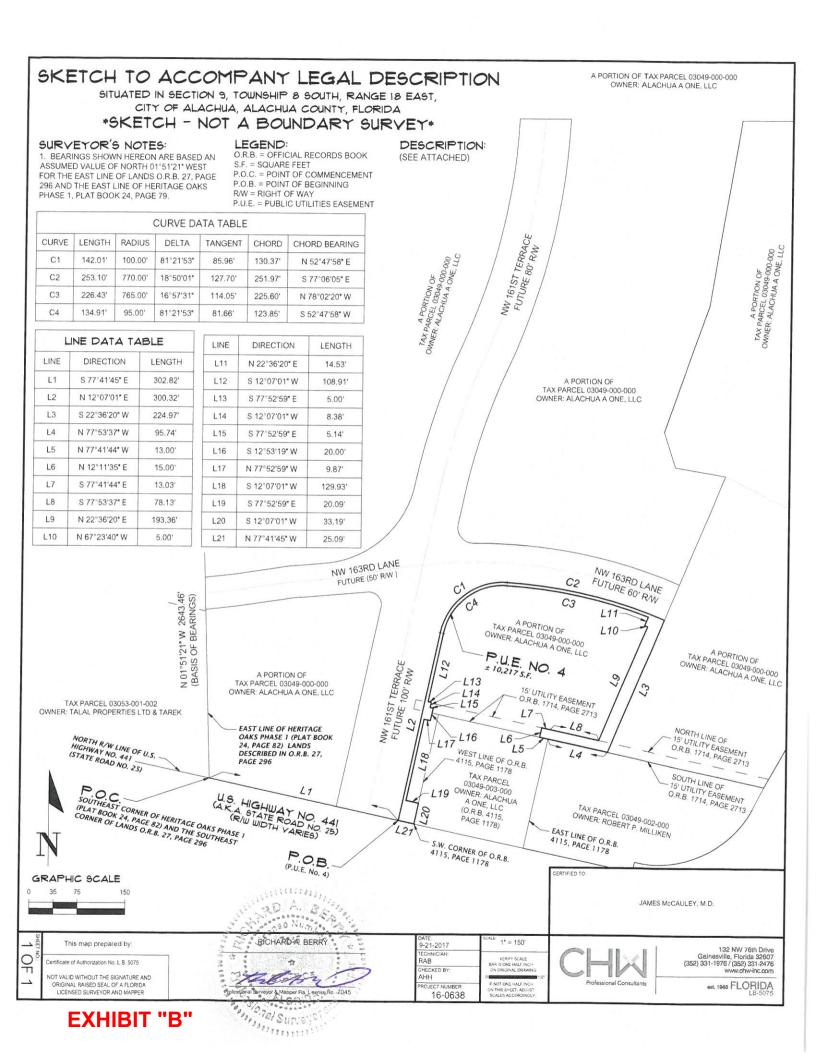
DATE: September 21, 2017 CLIENT: James McCauley, M.D PROJECT NAME: High Point Crossing PROJECT NO: 16-0638 DESCRIPTION FOR: Public Utilities Easement No. 4

A PARCEL OF LAND SITUATED IN A PORTION OF SECTION 9, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT MARKING THE SOUTHEAST CORNER OF HERITAGE OAKS PHASE 1, AS RECORDED IN PLAT BOOK 24, PAGE 82 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 27. PAGE 296 OF SAID PUBLIC RECORDS, SAID CORNER ALSO LYING ON THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY No. 441 (RIGHT OF WAY WIDTH VARIES); THENCE SOUTH 77°41'45" EAST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 302.82 FEET TO THE POINT OF BEGINNING: THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE. NORTH 12°07'01" EAST, A DISTANCE OF 300.32 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 100.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 52°47'58" EAST, 130.37 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE. THROUGH A CENTRAL ANGLE OF 81°21'53", AN ARC LENGTH OF 142.01 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 770.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 77°06'05" EAST, 251.97 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°50'01". AN ARC LENGTH OF 253.10 FEET TO THE END OF SAID CURVE: THENCE SOUTH 22°36'20" WEST, A DISTANCE OF 224.97 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF A 15-FOOT UTILITY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 1714, PAGE 2713 OF SAID PUBLIC RECORDS; THENCE NORTH 77°53'37" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 95.74 FEET; THENCE NORTH 77°41'44" WEST, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 13.00 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 12°11'35" EAST, A DISTANCE OF 15.00 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID EASEMENT; THENCE SOUTH 77°41'44" EAST ALONG SAID NORTH LINE. A DISTANCE OF 13.03 FEET: THENCE SOUTH 77°53'37" EAST CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 78.13 FEET; THENCE DEPARTING SAID NORTH LINE, NORTH 22°36'20" EAST, A DISTANCE OF 193.36 FEET; THENCE NORTH 67°23'40" WEST, A DISTANCE OF 5.00 FEET; THENCE NORTH 22°36'20" EAST, A DISTANCE OF 14.53 FEET; TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 765.00 FEET AND BEING

SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 78°02'20" WEST. 225.60 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°57'31", AN ARC LENGTH OF 226.43 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 95.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 52°47'58" WEST, 123.85 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 81°21'53". AN ARC LENGTH OF 134.91 FEET TO THE POINT OF TANGENCY: THENCE SOUTH 12°07'01" WEST, A DISTANCE OF 108.91 FEET; THENCE SOUTH 77°52'59" EAST, A DISTANCE OF 5.00 FEET; THENCE SOUTH 12°07'01" WEST, A DISTANCE OF 8.38 FEET; THENCE SOUTH 77°52'59" EAST, A DISTANCE OF 5.14 FEET; THENCE SOUTH 12°53'19" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 77°52'59" WEST, A DISTANCE OF 9.87 FEET; THENCE SOUTH 12°07'01" WEST, A DISTANCE OF 129.93 FEET; THENCE SOUTH 77°52'59" EAST, A DISTANCE OF 20.09 FEET TO AN INTERSECTION WITH THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4115. PAGE 1178 OF SAID PUBLIC RECORDS: THENCE SOUTH 12°07'01" WEST ALONG SAID WEST LINE, A DISTANCE OF 33.19 FEET TO THE SOUTHWEST CORNER OF SAID LANDS. SAID CORNER LYING ON THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY No. 441; THENCE NORTH 77°41'45" WEST ALONG SAID NORTH RIGHT OF WAY LINE. A DISTANCE OF 25.09 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 10,217 SQUARE FEET, MORE OR LESS.





## DESCRIPTION

DATE: September 21, 2017 CLIENT: James McCauley, M.D PROJECT NAME: High Point Crossing. PROJECT NO: 16-0638 DESCRIPTION FOR: PUBLIC UTILITIES EASEMENT No.5

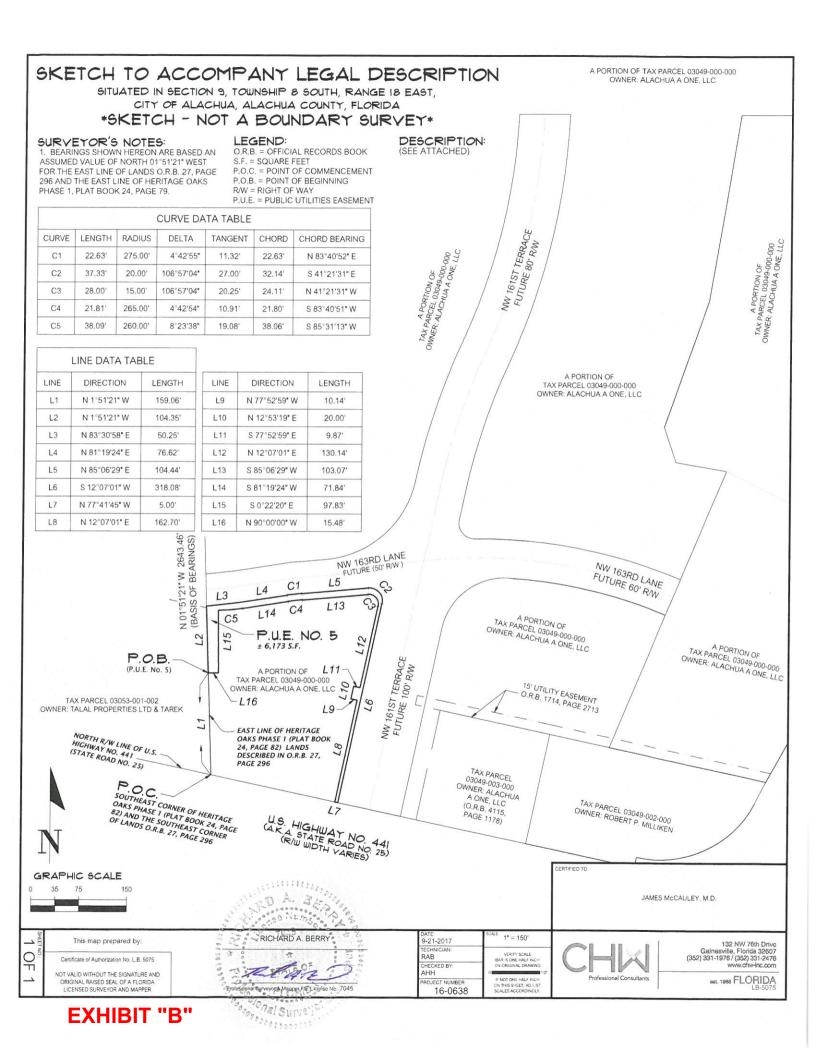
A PARCEL OF LAND SITUATED IN A PORTION OF SECTION 9, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT MARKING THE SOUTHEAST CORNER OF HERITAGE OAKS PHASE 1. AS RECORDED IN PLAT BOOK 24. PAGE 82 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 27, PAGE 296 OF SAID PUBLIC RECORDS, SAID POINT ALSO LYING ON THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY No. 441 (RIGHT OF WAY WIDTH VARIES); THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, NORTH 1°51'21" WEST ALONG THE EAST LINE OF SAID HERITAGE OAKS PHASE 1 AND ALONG THE EAST LINE OF SAID LANDS DESCRIBED, A DISTANCE OF 159.06 FEET TO THE POINT OF BEGINNING: THENCE CONTINUE NORTH 1°51'21" WEST ALONG SAID EAST LINE, A DISTANCE OF 104.35; THENCE DEPARTING SAID EAST LINE, NORTH 83°30'58" EAST, A DISTANCE OF 50.25 FEET; THENCE NORTH 81°19'24" EAST. A DISTANCE OF 76.62 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 275.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 83°40'52" EAST, 22.63 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 4°42'55", AN ARC LENGTH OF 22.63 FEET; THENCE NORTH 85°06'29" EAST, A DISTANCE OF 104.44 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY. HAVING A RADIUS OF 20.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 41°21'31" EAST, 32.14 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 106°57'04", AN ARC LENGTH OF 37.33 FEET; THENCE SOUTH 12°07'01" WEST. A DISTANCE OF 318.08 FEET TO AN INTERSECTION WITH THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY No 441; THENCE NORTH 77°41'45" WEST ALONG SAID NORTH RIGHT OF WAY LINE. A DISTANCE OF 5.00 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, NORTH 12°07'01" EAST, A DISTANCE OF 162.70 FEET; THENCE NORTH 77°52'59" WEST, A DISTANCE OF 10.14 FEET; THENCE NORTH 12°53'19" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 77°52'59" EAST, A DISTANCE OF 9.87 FEET; THENCE NORTH 12°07'01" EAST, A DISTANCE OF 130.14 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 15.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 41°21'31" WEST, 24.11 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE,

THROUGH A CENTRAL ANGLE OF 106°57'04", AN ARC LENGTH OF 28.00 FEET; THENCE SOUTH 85°06'29" WEST, A DISTANCE OF 103.07 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 265.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 83°40'51" WEST, 21.80 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 4°42'54", AN ARC LENGTH OF 21.81 FEET; THENCE SOUTH 81°19'24" WEST, A DISTANCE OF 71.84 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 260.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 85°31'13" WEST, 38.06 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 8°23'38", AN ARC LENGTH OF 38.09 FEET; THENCE SOUTH 0°22'20" EAST, A DISTANCE OF 97.83 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 15.48 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 6,173 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON THE MAP ATTACHED HEREWITH AND MADE A PART HEREOF





То:	City of Alachua
From:	Robert Walpole, P.E.
Date:	April 5, 2018
RE:	HighPoint Crossing

Below is a recap of the of the Grant Funded and Non-Grant portion of the project, with the itemized cost breakdown for each attached.

Grant Funded Portion		\$1,908,836.20
Non-Grant Funded Portion		<u>\$ 421,973.25</u>
	Total	\$2,330,809.45

I hereby certify that the total project cost to construct the required Public Infrastructure for the Commercial Subdivision known as Highpoint Crossing is as shown about as of April 5, 2018.

No 58206 206STATE Robert J. Walpole, PE 359 NAL ENC



### Highpoint Crossing - Grant Funded Portion of the Highpoint Subdivision / April 5, 2018

ltem	Description								Ite	m Totals
Site/Civil	Infrastructure (	<u>Construction</u>								
1	Earthwork: Si	ite & Roadway							\$	325,213.00
	16,129	Cut	\$	3.50	\$/CY	=	\$	56,451.50		
	76,789	Fill	\$	3.50	\$/CY	=	\$	268,761.50		
2	Earthwork: S	MEs							\$	149,979.60
L									Ŷ	10,070.00
	8,116	Cut	\$	3.50	\$/CY	=	\$	28,406.00		
	27,476	Fill	\$	3.50	\$/CY	=	\$	96,166.00		
	81,960	Sod	\$	0.31	\$/SF	=	\$	25,407.60		
3	Stormwater (	Convoyonco							\$	216,422.50
5	Stormwater	Conveyance							Ş	210,422.50
	26	Struct. (vary)		\$3,500	each		\$	91,000.00		
	2,389	Pipe (vary)		\$52.50	\$/LF		\$	125,422.50		
4	Utilities								\$	388,583.70
	16	SS Struct		\$2,750	each		\$	44,000.00		
	1,240	6" FM	\$	25.00	\$/LF			31,000.00		
	2,112	8" PVC SS	\$	28.50	\$/LF		\$ \$ \$	60,192.00		
	488	2" Waterline		\$5.90	\$/LF		\$	2,879.20		
	35	6" CLDIP WM		\$25.00	\$/LF		\$	875.00		
	1,095	8" CLDIP WM	\$	35.00	\$/LF		\$	38,325.00		
	5	8" PVC WM	\$	20.00	\$/LF		\$	100.00		
	171	12"CLDIP WM	\$	37.50	\$/LF		\$	6,412.50		
	620 2	12" PVC WM	\$	22.00	\$/LF EA		\$ \$	13,640.00 7,000.00		
	2	Fire Hydrant Valve Package	\$ \$	3,500.00 34,160.00	LS		\$ \$	34,160.00		
	1	Liftstation	\$	150,000.00	LS		\$	150,000.00		
	2,066	Sleeving	Ŷ	\$8.80	\$/LF		\$	18,180.80		
5	Electric								\$	192,800.00
6	Roadway Cor	nstruction							\$	351,547.50
	4,200	8" Base	\$	30.00	\$/LF		\$	126,000.00		
	4,200	Paving	\$	30.00	\$/LF		\$	126,000.00		
	4,200	Curb	\$	10.87	\$/LF		\$	45,654.00		
	2,850	S Walks	\$	18.60	\$/LF		\$	53,010.00		
EXH	IBIT "C"									

	2,850	Sodding	\$	0.31	\$/SF	\$	883.50		
7	Offsite Impro	vements (FDOT Tur	n Lane)				:	\$	125,000.00
8	Landscape Im	provements					:	\$	36,726.00
9	Contingency	Unsuitables						\$	97,563.90
				CONSTRU	CTION SUBTOTAL =	:	:	\$ 1	,883,836.20
Develope	r Fees & Other	<u>Costs</u>							
40									¢25.000
10	City of Alachu	a Inspection Fees							\$25,000
						Total		\$1	,908,836.20



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ltem	Description								ltei	n Totals
Site/Civil	Infrastructure C	Construction								
1	Earthwork: Si	te & Roadway							\$	18,056.50
	1 001		4		÷ (0)		4	2 702 50		
	1,081 4,078	Cut Fill	\$ \$	3.50 3.50	\$/CY \$/CY	=	\$ \$	3,783.50 14,273.00		
	4,078	FIII	Ş	5.50	3/C1	=	Ş	14,275.00		
2	Stormwater C	Conveyance							\$	43,466.00
	5	Structures	\$	4,324.00	EA		\$	21,620.00		
	662	Pipes (vary)		\$33.00	\$/LF		\$	21,846.00		
3	Utilities								\$	96,894.20
J	Otilities								Ļ	50,854.20
	7	SS Struct		\$3,800	EA		\$	26,600.00		
	744	8" PVC SS	\$	28.50	\$/LF		\$	21,204.00		
	28	3" Waterline		\$5.90	\$/LF		\$	165.20		
	14	6" CLDIP WM		\$25.00	\$/LF		\$ \$ \$	350.00		
	234	8" CLDIP WM	\$	35.00	\$/LF		\$	8,190.00		
	590	12"CLDIP WM	\$	37.50	\$/LF		\$	22,125.00		
	1	Fire Hydrant	\$	3,500.00	EA		\$	3,500.00		
	1	Valve Package	\$	14,760.00	LS		\$	14,760.00		
	1,629	Sleeving		\$8.80	\$/LF		\$	14,335.20		
4	Electric								\$	102,827.00
5	Roadway Con	struction							\$	100,553.60
	1 1 2 0		Å	20.00	ćиг		÷	22 600 00		
	1,120 1,120	8" Base Paving	\$ \$	30.00 30.00	\$/LF \$/LF		\$ \$	33,600.00 33,600.00		
	1,120	Curb	ې \$	30.00 10.87	\$/LF \$/LF		\$ \$	12,174.40		
	1,120	S Walks	\$	18.60	\$/LF		\$	20,832.00		
	1,120	Sodding	\$	0.31	\$/SF		\$	347.20		
	1)120	southing	Ŷ	0.01	<i>ų</i> , oi		Ŷ	017120		
6	Landscape Im	provements							\$	7,800.00
_									4	
7	Contingency	1					~		\$	42,375.95
		Unsuitables 10%					\$ \$	5,416.95 36,959.00		
EXH	IBIT "C"	10/0					Ş	30,333.00		

		CONSTRUCTION SUBTOTAL =	-	\$ 411,973.25
Develope	r Fees & Other Costs			
8	City of Alachua Inspection Fees			\$10,000
			Total	\$ 421,973.25

## EXHIBIT "C"

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DocuSign Envelope ID: F041A104-2233-4306-952A-EBE07C5C4AD0

Recipient:	nt: City of Alachua	12	Modifi	ication	Modification Number:	1	NA	Contract Number:	1	DB-OK-0	18DB-OK-03-11-02-E 02
	Activity	Accomplishments	hments		Benefi	Beneficiaries			Budget	et	
Activity #	Description	Unit	Number	VLI	LI	MI	All	CDBG Amount	Other Funds	Source*	Total Funds
1. Proje	1. Project Implementation										
21A	Administration							\$100,797			\$100,797
2. Construction	truction										
17B	Water Lines	LF	2,300			19	36	\$180,000			\$180,000
170	Course I inco and I if Station	LF	1,000			10	26	***			
מוז	Sewei Lanes and Lant Station	Lift Station	1			¥1	00	000,000€			\$00,000
17B	Street Improvements	LF	2,500			19	36	\$779,167	\$339,997	1	\$1,119,164
17B	Flood and Drainage Improvements								\$600,000	1	000,000\$
17C	Building and Land	Building	1						\$7,706,750	1	\$7,706,750
	Initial Inventory								\$773,500	1	\$773,500
	Site Development								\$1,391,729	1	\$1,391,729
3. Engi	Engineering Services										
	Resident Inspection								\$50,000	1	\$50,000
						To	Totals:	\$1,259,964	\$10,861,976		\$12,121,940

# Attachment A - Project Detail Budget and Deliverables

Show the sources and amounts of "Other Funds" needed to complete the project below, including local funds, grants from other agencies and program income.

•	Show the sources and amounts of "Other Funds" needed to complete the project below, including local funds, grants from other	cluding local funds, grants from other agencies	agencies and program income.
	Source	Other Funds Counted as Leverage	Other Funds Not Counted as Leverage
	1. Alachua Highpoint, LLC - Hampton Inn		\$10,861,976
	2.		
(1)	3.		
~			
(			

15A

# EXHIBIT "D"

DocuSign Envelope ID: F041A104-2233-4306-952A-EBE07C5C4AD0

	it i toleer permit preserving permetables	
Recipient: City of Alachua	Modification Number: NA Contract Number:	18DB-OK-03-11-02-E 02
Deliverable	Minimum Level of Service (to submit for request for payment)	Financial Consequences
Project Implementation The Recipient shall complete eligible project implementation tasks as detailed in Attachment B – Project Narrative. Total Deliverable 1 cost reimbursement not to exceed: \$100,797	The Recipient shall be reimbursed upon completion of a minimum of one project implementation task on a per completed task basis as detailed in Attachment B – Project Narrative; evidenced by invoice(s) noting completed tasks as well as payroll and other supporting documentation, as applicable.	Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.
Deliverable	Minimum Level of Service (to submit for request for payment)	Financial Consequences
<b>Construction</b> The Recipient shall complete infrastructure construction as detailed in Attachment B – Project Narrative. Total Deliverable 2 cost reimbursement not to exceed: \$1,159,167	The Recipient shall be reimbursed upon completion of a minimum of 10 percent of overall project as detailed in Attachment B – Project Narrative. As evidence of percent completed, the Recipient shall provide AIA forms G702/G703 or similar DEO-approved industry-standard forms, signed by the contractor and certified by the engineer performing inspection services for the project, documenting the costs for which reimbursement is being requested, and noting overall percent completion of the project.	Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.

# Attachment A - Project Detail Budget and Deliverables

# EXHIBIT "D"



620 N. Wymore Road, Suite 200 Maitland, FL 32751 407-786-7770 Fax 407-786-7766

> 888-786-BOND (2663) Fax 888-718-BOND (2663)

www. FloridaSuretyBonds.com

September 12, 2018

The City of Alachua, Florida PO Box 9 Alachua, FL 32616

### RE: AUTHORITY TO DATE BONDS AND POWERS OF ATTORNEY

Principal: Alachua A One, LLC Bond No: 21BCSHT2140 Project: Highpoint Crossing

Dear Sir or Madam:

Please be advised that as Surety on the above referenced bond, executed on your behalf for this project, we hereby authorize you to insert the contract date onto the contract bonds and powers of attorney.

Once dated, please email to me at teresa@floridasuretybonds.com or fax a copy of the bonds to our office at (407) 786-7766.

Sincerely, Hartford Fire Insurance Company

Jusch Johan

Teresa L. Durham Attorney-In-Fact and FL Licensed Resident Agent 2

### **CITY OF ALACHUA**

### **COMMON LAW PERFORMANCE BOND**

### PRINCIPAL (Legal name and business address):

Alachua A One, LLC (also known in the referenced Subdividers Agreement as "Developer") 15260 N.W. 147<sup>th</sup> Drive, Suite 100 Alachua, Florida 32615

SURETY (Name and business address): Hartford Fire Insurance Company One Hartford Plaza Hartford, CT 06155-0001 OBLIGEE: The City of Alachua, Florida, a Florida municipal corporation (herein "City") P.O. Box 9 Alachua, FL 32616

### **PENAL SUM OF BOND:**

# ONE MILLION FOUR HUNDRED SIXTY FOUR THOUSAND FIVE HUNDRED AND FIFTY THREE DOLLARS AND 07/100 (\$1,464,553.07)

### WHEREAS,

Developer has entered into a Subdividers Agreement (herein "Agreement") with the City for developing a Project in the City known as Highpoint Crossing ("Project") which Agreement is incorporated herein by reference. The real property for the Project is more particularly described in Exhibit "A" to the Agreement and in the plat for Highpoint Crossing recorded in or to be recorded in the public records of Alachua County, Florida, is incorporated herein by reference (herein "Plat"). The Agreement requires the Developer to complete the improvements for the Project on or before January 31, 2020.

### **OBLIGATION:**

We, the Principal and Surety(ies), are firmly bound to the City in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. The Surety binds itself, jointly and severally with the Principal, for the payment of the penal sum. The limit of liability is the full amount of the penal sum.

### **CONDITIONS:**

n. 1. . . .

37

The Principal has entered into the Agreement identified above. THEREFORE: The above obligation is void if the Principal:

(a) Performs and fulfills all the understandings, covenants, terms, conditions, and agreements of the Agreement during the original term of the Agreement and any extensions thereof that are granted by City, with or without notice of the Surety and during the life of any guaranty required under the contract, and

(b) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the Agreement that hereafter are made. Notice of those modifications to the Surety are waived.

This Bond is governed in accordance with the laws of the State of Florida and any dispute regarding it shall be in the Circuit Court of Alachua County, Florida.

No right of action shall accrue on this Surety Bond to or for the use of any person or corporation other than the Developer named hereunder or the heirs, executors, administrators or successors of the Developer and the City.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

ALACHUA A ONE LLC

By:

James W. McCauley, Manager

(print name)

(witness)

tischoold\_

(witness)

Lisa Roseland

(print name)

By:

Dusof Junan

[name] Teresa L. Durham, Attorney-in-Fact and Florida Licensed Resident Agent Inquiries: (407) 786-7770

Hartford Fire [Surety Name] Insurance Company

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# POWER OF ATTORNEY

Direct inquiries/Claims to: THE HARTFORD BOND, T-12 One Hartford Plaza Hartford, Connecticut 06155 Bond, Claims@thehartford.com call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

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X

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X

Agency Name: FLORIDA SURETY BONDS INC Agency Code: 21-229756

Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana

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Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut

Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut

Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana

Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois

Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana

Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Teresa L. Durham, Cheryl Foley, Sonja Amanda Floree Harris, Kim E. Niv, Sarah K. O'Linn, Robert P. O'Linn, Jeffrey W. Reich, Susan L. Reich, Gloria A. Richards, Lisa Roseland of MAITLAND, Florida

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by  $\boxtimes$ , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray, Assistant G

STATE OF CONNECTICUT

ss. Hartford

### COUNTY OF HARTFORD

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



Kathleen T. Maynard

Kathleen T. Maynard Notary Public My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of Signed and sealed at the City of Hartford.



Kevin Heckman, Assistant Vice President

EXHIBIT "E"