



COPY

**DONATION AGREEMENT
FOR TK BASIN AND PARK**

THIS AGREEMENT is entered into and made as of the 10th day of September, 2010, by and between the **CITY OF ALACHUA, FLORIDA**, (hereinafter referred to as the "City"), and **FIRST STREET GROUP, LC**, a Florida limited liability company ("First Street") and **10.47, LLC**, a Florida limited liability company ("10.47", First Street and 10.47 shall be referred to collectively herein as "Donors").

WITNESSETH

WHEREAS, First Street is the owner and sometimes developer of certain real property lying within the municipal boundary of the City of Alachua, Florida; and

WHEREAS, 10.47 is the owner and developer of separate real property lying within the municipal boundary of the City of Alachua, Florida; and

WHEREAS, the Donors propose to dedicate between them properties equaling a 12.96-acre parcel of land, including a 10.17-acre existing stormwater basin (referred to as the "Facility" the "Basin" or "TK Basin"), and 2.79 acres to be developed as an upland park (the "Park"). Legal descriptions and sketches of TK Basin and the Park are attached as **EXHIBITS A** and **B**, respectively, and incorporated. Together, TK Basin and the Park are referred to as the "Property" and are together described in **EXHIBIT C**, attached and incorporated; and

WHEREAS, numerous parcels surrounding the TK Basin will benefit from improved drainage resulting from the construction and operation of the Basin; and

WHEREAS, the City and its residents will receive recreational, aesthetic, drainage and water quality benefits from control of the TK Basin and the development of a community park. City control of the Basin, as opposed to individual developer design and control of a larger number of smaller basins, provides not only a more aesthetic approach to a stormwater management facility but also provides for the public ownership and more assurances of control of water quality. The Park setting is in an

area slated for intense development and surrounded by homes, apartments and businesses and the design of the Park's amenities will provide the residents and patrons of the area with a close-by recreation area with architectural reminders of the City's history; and

WHEREAS, while the City has agreed to accept dedication of the Property, including the proposed park improvements, and to maintain and operate the Park and the TK Basin, because the Donors' property and other surrounding parcels draining into it will directly benefit from the drainage improvements relating to the TK Basin, it is only natural and reasonable for those most benefitting from this regional facility accept responsibility for the cost of maintaining the TK Basin; and

WHEREAS, as a result, the Donors have proposed to pay the costs of maintaining the TK Basin, together with such other benefitting properties, through the City's imposition of a special assessment on all properties that will drain into the TK Basin; and

WHEREAS, First Street has also agreed to construct certain park improvements as will be more specifically described in this Agreement on the Park portion of the Property and to dedicate such improvements to the City as a gift to the City residents; and

WHEREAS, the City has determined that it would be in the best interests of the public from the provision of uninterrupted recreational access and better groundwater quality and to the advantage of all parties involved to have the Property owned by the City, including the proposed park improvements to be constructed and dedicated by First Street, with the costs of maintaining the TK Basin to be paid by the benefitting properties through the imposition of a special assessment on such properties; and

NOW in consideration of the mutual promises and covenants herein contained, the City and Donors agree as follows:

SECTION 1. RECITALS. The above recitals are true and correct and form a

material part of the Agreement.

SECTION 2. OWNERSHIP AND TITLE.

(A) Donors represent that they are each vested with fee simple title of record to their respective portions of the Property. First Street's real property to be donated is sketched and legally described in **EXHIBIT D**, attached and incorporated. 10.47's real property to be donated is sketched and described as **EXHIBIT E**, attached and incorporated.

(B) Donors will convey real estate donations to form the Property by separate special warranty deeds to the City, in a form acceptable to the City Attorney together with an applicable title opinion of an attorney licensed in Florida, or a certification by an abstractor or title company authorized to do business in Florida, showing marketable title to the Property to be in the names of the respective Donor free and clear of all liens, mortgages, and other encumbrances of record except that donation of the Property shall be subject to easements of record.

(C) The conveyance of the TK Basin donations shall take place within thirty (30) days after the City's approval of a Final Assessment Resolution imposing stormwater maintenance assessments against properties draining into the TK Basin. The conveyance of the Park donations shall take place within thirty (30) days after First Street has fully completed the Park improvements required by this Agreement and within the time set forth in Section 3(C) herein. Nothing in this Agreement shall be construed to require the City to approve a Final Assessment Resolution however if a Final Assessment Resolution is not adopted Donors obligations hereunder shall be of no further force and effect.

(D) After the conveyance of the TK Basin donation, the City shall be the owner of the Basin and Donors shall have no other responsibilities for it except as set forth in this Agreement and the Final Assessment Resolution. After conveyance of the Park donations, the City shall be the owner of it and Donors shall have no other responsibilities for the Park except as set forth in this Agreement.

SECTION 3. TK BASIN AND PARK IMPROVEMENTS.

(A) Donors are responsible for the initial development of the TK Basin itself to serve the drainage needs of the proposed benefitting properties, a list of which and a map of where each is located are attached and incorporated as **EXHIBIT F**. The City shall, upon conveyance and transfer of the operating permit, own, operate and maintain the TK Basin facility to assure its function as a permitted regional stormwater management facility, with the full costs of maintaining the TK Basin facility to be paid through the maintenance assessments imposed against the benefitting properties.

(B) First Street shall be responsible for the design, installation, construction, and inspection of certain park improvements for the Park portion of the Property to be developed as an upland park. These shall consist of:

1. Construction of a walking/jogging trail constructed of milled asphalt that is to form a complete connecting loop on the perimeter of the TK Basin and to be eight (8) feet in width.
2. Construction of a covered pavilion approximately 54 feet by 54 feet, designed in a rustic style including a metal roof, lighting, ceiling fans and electric outlets.
3. Five benches to be located on the perimeter of the TK Basin.
4. Planting of a minimum of 24 trees to be located alongside the above mentioned walking/jogging trail and covered pavilion.
5. Water fountain to be located at the abovementioned covered pavilion.
6. Sealing of existing silos.

All of the above must be consistent with and as more fully depicted in **EXHIBIT G** attached and incorporated (the "Park Improvements"). The City must approve the design of the pavilion and the type of trees and benches. Further it is agreed that First Street shall be responsible for providing the electricity and water as required by the Park Improvements as more fully depicted in **EXHIBIT H** attached and incorporated ("Utility Specifications"). First Street shall not be responsible for park signage, lighting, potable water, electricity, or additional landscaping other than the trees, for the addition of parking or other improvements not specified herein.

(C) First Street's final proposed design(s) of the Park Improvements shall be submitted to the City for approval and the City's written decision shall be provided within 30 days of design(s) submission. Approval of the design(s) shall not be unreasonably withheld. First Street shall accomplish design, design approval and all applicable permitting within twelve (12) months of conveyance of the Basin. Construction shall be completed on the Park Improvements and conveyance to the City of the Park and Park Improvements shall take place no later than twenty-four (24) months from the Basin conveyance. Construction easements or permits, if necessary, shall be provided by any applicable party and the parties shall cooperate in good faith to take all acts necessary so the Park Improvements may be implemented. The City shall not approve contractors but any selected must be duly licensed as appropriate by the State or Alachua County.

(D) First Street shall transfer ownership of all Park Improvements and the Park, including any warranties it has on them, to the City within thirty (30) days after completion of its Park Improvements but no later than the twenty-four (24) month period set forth above. Following transfer of the Park Improvements and the Park, First Street shall have no further obligations with regard to the Park or Park Improvements and the City shall thereafter be responsible for operating and maintaining the Park and the Park Improvements and this Agreement shall have no further force and effect.

SECTION 4. NON-AD VALOREM ASSESSMENT PROGRAM.

(A) The City proposes to levy a non-ad valorem assessment against the properties depicted on **EXHIBIT F** surrounding the TK Basin that are anticipated to drain into the TK Basin in order to recover the costs of maintaining the regional basin. Such costs include: (1) costs related to the annual implementation and administration of the non-ad valorem assessment program; (2) annual fees paid to the tax collector pursuant to Section 197.3632, Florida Statutes; and (3) annual offsets for the statutory discount. The costs of constructing the Park Improvements shall not be included in the assessable costs and shall only be paid by First Street.

(B) The non-ad valorem assessments shall be collected pursuant to the

Uniform Method of Collection, as provided in Section 197.3632, Florida Statutes.

(C) The special benefits to be provided to the benefitting properties bear a logical relationship to the methods used to apportion the assessable costs. The non-ad valorem assessment establishes an equitable method of funding the total assessable costs, which costs are fair and reasonable and in proportion to the special benefits received by the benefitting properties.

(D) The terms, conditions, and assumptions of the non-ad valorem assessment program, are contained in the Initial Assessment Resolution adopted by the City Commission on August 9, 2010, include: (1) the assignment of a portion of the maintenance costs to each parcel based on its total proportion of the land area within the TK Basin assessment area; (2) computation of the annual non-ad valorem assessment amounts; and (3) reallocation of the annual assessments upon subdivision of the benefitted properties are fair and reasonable and in proportion to the special benefits to be provided to the benefitted properties by the TK Basin.

(E) Upon adoption of a Final Assessment Resolution for the TK Basin non-ad-valorem assessment program, the non-ad valorem assessments shall constitute a lien against the benefitting properties equal in rank and dignity with the liens of all state, county, district, or municipal taxes and special assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other prior liens, mortgages, titles, and claims, until paid. The lien for the TK Basin non-ad valorem assessment shall be deemed perfected upon the City Council's adoption of the Final Assessment Resolution or the Annual Rate Resolution, whichever is applicable. The lien for the non-ad valorem assessment collected under the Uniform Assessment Collection Act shall attach to the benefitted properties included on the assessment roll as of the prior January 1, the lien date for ad valorem taxes imposed under the Tax Roll.

SECTION 5. DEVELOPMENT RIGHTS. Donors acknowledge and agree that the execution of this Agreement or any activity resulting herefrom does not affect any existing rights to develop their properties in a specific manner, nor does this

Agreement confer any new or additional development rights upon Donors.

SECTION 6. SOVEREIGN IMMUNITY.

(A) The City and any property it holds shall at all times be entitled to the protection and benefits of Section 768.28 *et seq*, Florida Statutes and the sovereign immunity laws of the State. Nothing contained within this Agreement is intended to or shall be construed to waive such rights.

(B) It is specifically understood that the City is not guaranteeing the appropriateness, efficiency, quality or legality of the use or development of the Property, including, but not limited to, drainage or sewer plans, fire safety, or quality of construction, whether or not inspected, approved, or permitted by the City.

SECTION 7. COOPERATION IN THE EVENT OF LEGAL CHALLENGE. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provisions of this Agreement, the parties hereby agree to cooperate in defending such action.

SECTION 8. ENTIRE AGREEMENT.

(A) This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein.

(B) This Agreement may be one in a series of development approvals relating to the Donors' properties. This Agreement shall not operate to supersede, release or satisfy any commitment or condition in any other development order or permit, nor shall the entry of this Agreement operate to limit the imposition of terms, conditions and commitments in other development orders or permits unless expressly provided herein or inconsistent herewith.

SECTION 9. AMENDMENTS AND WAIVERS. No amendment, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by both parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, unless otherwise expressly provided.

SECTION 10. NOTICES. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given on the date such notice is delivered by hand or facsimile transmission or three days after the date mailed by registered or certified mail, postage prepaid, to the parties at the following addresses:

City: City of Alachua
Office of the City Manager
Post Office Box 9
Alachua, Florida 32616-0009

with a copy to: Marian Rush, Esq.
City Attorney
11 Southeast 2nd Avenue
Gainesville, Florida 32601

Donors: First Street Group, LC
Post Office Box 1990
Alachua, Florida 32616

10.47, LLC
15260 NW 147th Drive
Alachua, FL 32615

with a copy to: Darryl Tompkins, Esq.
Post Office Box 519
Alachua, Florida 32616

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

SECTION 11. BINDING EFFECT. This Agreement shall be recorded in the Public Records of Alachua County and, to the extent provided herein, shall be binding upon the City, Donors and the Donors' successors in interest to the Property. The provisions of this Agreement shall run with the land.

SECTION 12. EXECUTION IN COUNTERPARTS. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 13. CONSTRUCTION.

(A) This Agreement shall not be construed against any party on the basis of it being the drafter of the Agreement. The parties agree that the parties herein played an equal part in reciprocity in drafting this Agreement.

(B) Capitalized terms contained herein shall have no more force nor effect than uncapitalized terms.

(C) Captions and section headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, construction or meaning of this Agreement.

(D) There are no third-party beneficiaries to this Agreement. This Agreement is entered into exclusively for the benefit of the parties herein.

SECTION 14. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

SECTION 15. JURISDICTION AND VENUE. The parties to this Agreement expressly consent to the jurisdiction of and agree to suit in any court of general jurisdiction in the State, whether state, local or federal, and further agrees that venue shall lie in Alachua County, Florida.

SECTION 16. RECORDING. This Agreement shall be recorded among the Public Records of Alachua County, Florida.

IN WITNESS WHEREOF, the City Commission of the City of Alachua, Florida, First Street Group, LC and 10.47, LLC have caused this Agreement to be executed and delivered as of the day and year first above written.

CITY OF ALACHUA, FLORIDA

ATTEST:

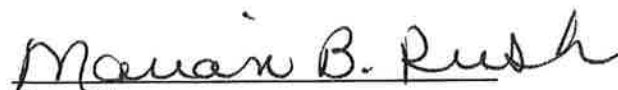


Mayor



City Clerk

Approved as to form this 23rd day of August, 2010.



City Attorney

FIRST STREET GROUP, L.C.

[Handwritten Signature]

James W Shaw
Printed Name

Manager
Title

WITNESSES:

[Handwritten Signature]
DARRYL J. TOMPKINS
[Handwritten Signature]
Sandra E. Howe

STATE OF FLORIDA
COUNTY OF ALACHUA

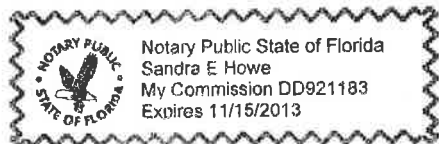
The foregoing instrument was acknowledged before me this 10th day of September, 2010 by James W. Shaw, as Manager of **FIRST STREET GROUP, L.C.**, on behalf of First Street.

Name of Notary Sandra E. Howe

Personally Known X or
Produced I.D. _____
Type of I.D. Produced _____

Signature *[Handwritten Signature]*

(Notary Seal)



10.47, LLC

James McCauley

James McCauley
Printed Name

Managing Member
Title

WITNESSES:

[Signature]
DARRYL J. TOMPKINS
[Signature]
Sandra E. Howe

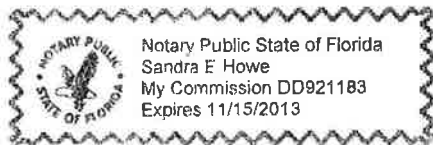
STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 10th day of September, 2010 by James McCauley, as Managing Member of 10.47, LLC, on behalf of 10.47.

Name of Notary Sandra E. Howe

Personally Known X or
Produced I.D. _____
Type of I.D. Produced _____

Signature [Signature]
(Notary Seal)



EXHIBITS

- EXHIBIT A** Sketch and legal description of the TK Basin Property subject to this Agreement (10.17 acre stormwater management facility parcel)
- EXHIBIT B** Sketch and legal description of Park Property subject to this Agreement (2.79 acre Park)
- EXHIBIT C** Sketch and legal description of the Property (12.96 acre TK Basin and Park)
- EXHIBIT D** Sketch and legal description of First Street's real property to be donated to the City
- EXHIBIT E** Sketch and legal description of 10.47's real property to be donated to the City
- EXHIBIT F** List of proposed benefitting properties and a map showing their location
- EXHIBIT G** Description of Park Improvements to be performed by First Street
- EXHIBIT H** Utility Specifications

EXHIBIT A

**SKETCH AND LEGAL DESCRIPTION OF THE TK BASIN PROPERTY SUBJECT TO
THIS AGREEMENT (10.17 ACRE STORMWATER MANAGEMENT
FACILITY PARCEL)**



*Focused on Excellence
Delivered with Integrity*

LEGAL DESCRIPTION

Date: July 29, 2010
Job No. 10-0297
Interior TK Basin Drainage Area

EXHIBIT "A"

A PARCEL OF LAND SITUATED IN FRACTIONAL SECTION 15, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2993, PAGE 331 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 71°39'26" WEST, ALONG THE NORTHERLY LINE OF SAID LANDS, A DISTANCE OF 1071.12 FEET TO THE NORTHWEST CORNER OF SAID LANDS, SAID CORNER LYING AND BEING ON THE EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3247, PAGE 679 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID EASTERLY LINE, NORTH 71°39'26" WEST, A DISTANCE OF 29.13 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 43°08'29" WEST, A DISTANCE OF 137.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 172.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 75°57'16" WEST, 186.41 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 65°37'34", AN ARC DISTANCE OF 197.01 FEET TO THE POINT OF TANGENCY; THENCE NORTH 71°13'57" WEST, A DISTANCE OF 33.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 70.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 45°54'53" WEST, 59.87 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 50°38'09", AN ARC DISTANCE OF 61.86 FEET TO THE POINT OF TANGENCY; THENCE NORTH 20°35'48" WEST, A DISTANCE OF 163.00 FEET; THENCE NORTH 68°33'28" WEST, A DISTANCE OF 203.33 FEET; THENCE NORTH 45°01'13" WEST, A DISTANCE OF 110.26 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 170.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°11'16" WEST, 158.74 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 55°39'55", AN ARC DISTANCE OF 165.16 FEET TO THE POINT OF TANGENCY; THENCE NORTH 10°38'41" EAST, A DISTANCE OF 147.25 FEET; THENCE NORTH 58°54'13" EAST, A DISTANCE OF 174.11 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 371.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 172.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 56°46'13" EAST, 188.51 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 66°27'34", AN ARC DISTANCE OF 199.51 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 23°32'26" EAST, A DISTANCE OF 380.76 FEET; THENCE SOUTH 43°08'29" WEST, A DISTANCE OF 199.34 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 10.17 ACRES, MORE OR LESS.

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

6011 NW 1st Place, Gainesville, Florida 32607 • Phone (352) 331-1976 • Fax (352) 331-2476 • www.chw-inc.com

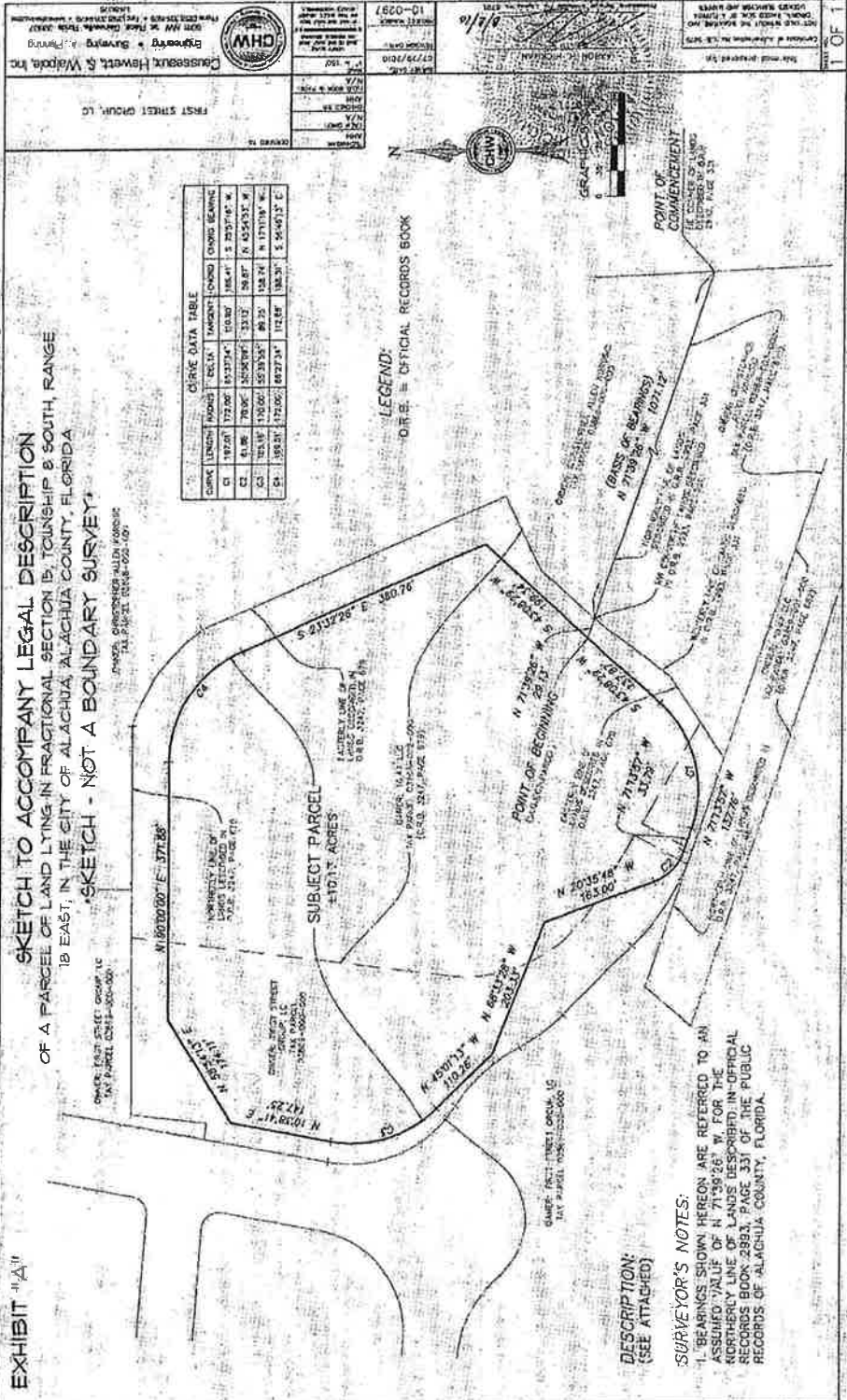


EXHIBIT B

SKETCH AND LEGAL DESCRIPTION OF PARK PROPERTY
SUBJECT TO THIS AGREEMENT (2.79 ACRE PARK)



*Focused on Excellence
Delivered with Integrity*

LEGAL DESCRIPTION

Date: July 29, 2010
Job No. 10-0297
TK Basin Recreation Area

EXHIBIT "B"

A PARCEL OF LAND SITUATED IN FRACTIONAL SECTION 15, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2993, PAGE 331 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH $71^{\circ}39'26''$ WEST, ALONG THE NORTHERLY LINE OF SAID LANDS, A DISTANCE OF 1071.12 FEET TO THE NORTHWEST CORNER OF SAID LANDS, SAID CORNER LYING AND BEING ON THE EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3247, PAGE 679 OF SAID PUBLIC RECORDS, AND TO THE **POINT OF BEGINNING**; THENCE SOUTH $38^{\circ}30'51''$ WEST, ALONG THE WESTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2993, PAGE 331, AND THE EASTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3247, PAGE 679, A DISTANCE OF 132.90 FEET; THENCE CONTINUE ALONG SAID WESTERLY LINE, AND THE SOUTHERLY PROJECTION OF SAID EASTERLY LINE, SOUTH $56^{\circ}39'05''$ WEST, A DISTANCE OF 142.75 FEET TO THE NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3247, PAGE 682 OF SAID PUBLIC RECORDS; THENCE NORTH $71^{\circ}13'57''$ WEST, ALONG SAID NORTHERLY LINE, DISTANCE OF 137.76 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 360.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $58^{\circ}34'26''$ WEST, 160.65 FEET; THENCE DEPARTING SAID NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3247, PAGE 682, WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $25^{\circ}47'10''$, AN ARC DISTANCE OF 162.02 FEET TO THE POINT OF TANGENCY; THENCE NORTH $45^{\circ}40'51''$ WEST, A DISTANCE OF 138.05 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 250.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $36^{\circ}53'01''$ WEST, 76.47 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $17^{\circ}35'39''$, AN ARC DISTANCE OF 76.77 FEET TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 240.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $43^{\circ}04'43''$ WEST, 124.17 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $29^{\circ}59'02''$, AN ARC DISTANCE OF 125.60 FEET TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 177.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $23^{\circ}38'43''$ WEST, 199.44 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $68^{\circ}34'49''$, AN ARC DISTANCE OF 211.86 FEET TO THE POINT OF TANGENCY; THENCE NORTH $10^{\circ}38'41''$ EAST, A DISTANCE OF 181.09 FEET; THENCE SOUTH $83^{\circ}24'35''$ EAST, A DISTANCE OF

23.61 FEET; THENCE NORTH 06°29'08" EAST, A DISTANCE OF 107.80 FEET TO AN INTERSECTION OF THE WESTERLY PROJECTION OF THE NORTHERLY LINE OF AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3247, PAGE 679; THENCE NORTH 90°00'00" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 560.46 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 265.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 54°26'11" EAST, 169.80 FEET; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY LINE, AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°22'18", AN ARC DISTANCE OF 172.85 FEET TO THE END OF SAID CURVE; THENCE THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG THE EASTERLY LINE OF SAID LANDS: (1) THENCE SOUTH 23°32'26" EAST, A DISTANCE OF 474.04 FEET; (2) THENCE SOUTH 65°02'30" WEST, A DISTANCE OF 119.06 FEET; (3) THENCE SOUTH 42°53'41" WEST, A DISTANCE OF 102.94 FEET TO THE POINT OF BEGINNING;

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 12.96 ACRES, MORE OR LESS.

LESS & EXCEPT

A PARCEL OF LAND SITUATED IN FRACTIONAL SECTION 15, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2993, PAGE 331 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 71°39'26" WEST, ALONG THE NORTHERLY LINE OF SAID LANDS, A DISTANCE OF 1071.12 FEET TO THE NORTHWEST CORNER OF SAID LANDS, SAID CORNER LYING AND BEING ON THE EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3247, PAGE 679 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID EASTERLY LINE, NORTH 71°39'26" WEST, A DISTANCE OF 29.13 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 43°08'29" WEST, A DISTANCE OF 137.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 172.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 75°57'16" WEST, 186.41 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 65°37'34", AN ARC DISTANCE OF 197.01 FEET TO THE POINT OF TANGENCY; THENCE NORTH 71°13'57" WEST, A DISTANCE OF 33.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 70.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 45°54'53" WEST, 59.87 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 50°38'09", AN ARC DISTANCE OF 61.86 FEET TO THE POINT OF TANGENCY; THENCE NORTH 20°35'48" WEST, A DISTANCE OF 163.00 FEET; THENCE NORTH 68°33'28" WEST, A DISTANCE OF 203.33 FEET; THENCE NORTH 45°01'13" WEST, A DISTANCE OF 110.26 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 170.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°11'16" WEST, 158.74 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 55°39'55", AN ARC DISTANCE OF 165.16 FEET TO THE POINT OF TANGENCY; THENCE NORTH 10°38'41" EAST, A DISTANCE OF 147.25 FEET; THENCE NORTH 58°54'13" EAST, A DISTANCE OF 174.11 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 371.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 172.00 FEET, AND BEING

SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 56°46'13" EAST, 188.51 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 66°27'34", AN ARC DISTANCE OF 199.51 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 23°32'26" EAST, A DISTANCE OF 380.76 FEET; THENCE SOUTH 43°08'29" WEST, A DISTANCE OF 199.34 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 10.17 ACRES, MORE OR LESS.

THE OVERALL LANDS DESCRIBED HEREON CONTAIN A TOTAL NET ACREAGE OF 2.79 ACRES, MORE OR LESS.

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

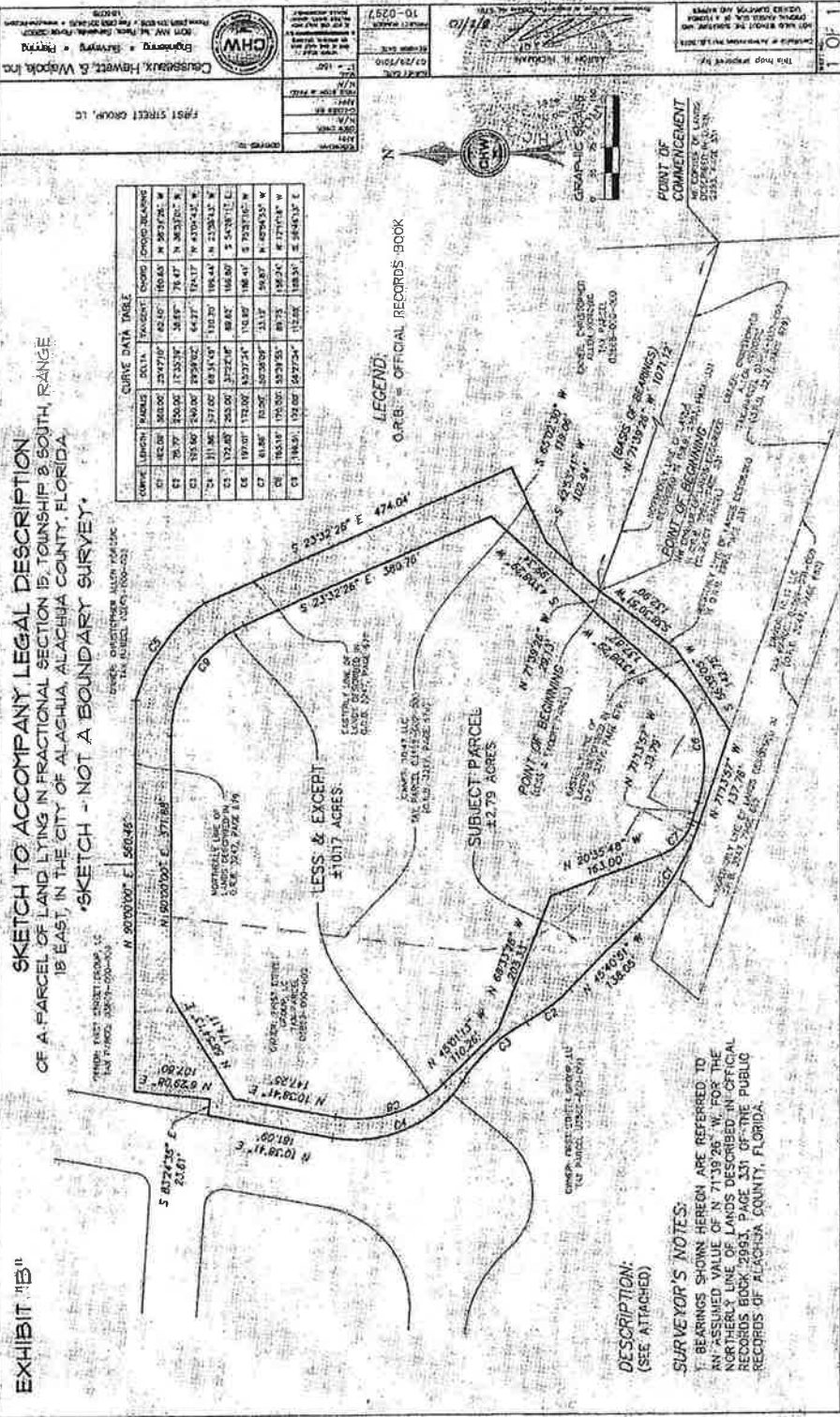


EXHIBIT C

SKETCH AND LEGAL DESCRIPTION OF THE PROPERTY

(12.96 TK BASIN AND PARK)



*Focused on Excellence
Delivered with Integrity*

LEGAL DESCRIPTION

Date: July 29, 2010
Job No. 10-0297
Overall TK Basin Area

EXHIBIT "C"

A PARCEL OF LAND SITUATED IN FRACTIONAL SECTION 15, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2993, PAGE 331 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH $71^{\circ}39'26''$ WEST, ALONG THE NORTHERLY LINE OF SAID LANDS, A DISTANCE OF 1071.12 FEET TO THE NORTHWEST CORNER OF SAID LANDS, SAID CORNER LYING AND BEING ON THE EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3247, PAGE 679 OF SAID PUBLIC RECORDS, AND TO THE POINT OF BEGINNING; THENCE SOUTH $38^{\circ}30'51''$ WEST, ALONG THE WESTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2993, PAGE 331, AND THE EASTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3247, PAGE 679, A DISTANCE OF 132.90 FEET; THENCE CONTINUE ALONG SAID WESTERLY LINE, AND THE SOUTHERLY PROJECTION OF SAID EASTERLY LINE, SOUTH $56^{\circ}39'05''$ WEST, A DISTANCE OF 142.75 FEET TO THE NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3247, PAGE 682 OF SAID PUBLIC RECORDS; THENCE NORTH $71^{\circ}13'57''$ WEST, ALONG SAID NORTHERLY LINE, DISTANCE OF 137.76 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 360.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $58^{\circ}34'26''$ WEST, 160.65 FEET; THENCE DEPARTING SAID NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3247, PAGE 682, WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $25^{\circ}47'10''$, AN ARC DISTANCE OF 162.02 FEET TO THE POINT OF TANGENCY; THENCE NORTH $45^{\circ}40'51''$ WEST, A DISTANCE OF 138.05 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 250.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $36^{\circ}53'01''$ WEST, 76.47 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $17^{\circ}35'39''$, AN ARC DISTANCE OF 76.77 FEET TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 240.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $43^{\circ}04'43''$ WEST, 124.17 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $29^{\circ}59'02''$, AN ARC DISTANCE OF 125.60 FEET TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 177.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $23^{\circ}38'43''$ WEST, 199.44 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $68^{\circ}34'49''$, AN ARC DISTANCE OF 211.86 FEET TO THE POINT OF TANGENCY; THENCE NORTH $10^{\circ}38'41''$

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EAST, A DISTANCE OF 181.09 FEET; THENCE SOUTH 83°24'35" EAST, A DISTANCE OF 23.61 FEET; THENCE NORTH 06°29'08" EAST, A DISTANCE OF 107.80 FEET TO AN INTERSECTION OF THE WESTERLY PROJECTION OF THE NORTHERLY LINE OF AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3247, PAGE 679; THENCE NORTH 90°00'00" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 560.46 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 265.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 54°26'11" EAST, 169.80 FEET; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY LINE, AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°22'18", AN ARC DISTANCE OF 172.85 FEET TO THE END OF SAID CURVE; THENCE THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG THE EASTERLY LINE OF SAID LANDS; (1) THENCE SOUTH 23°32'26" EAST, A DISTANCE OF 474.04 FEET; (2) THENCE SOUTH 65°02'30" WEST, A DISTANCE OF 119.06 FEET; (3) THENCE SOUTH 42°53'41" WEST, A DISTANCE OF 102.94 FEET TO THE POINT OF BEGINNING;

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 12.96 ACRES, MORE OR LESS.

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

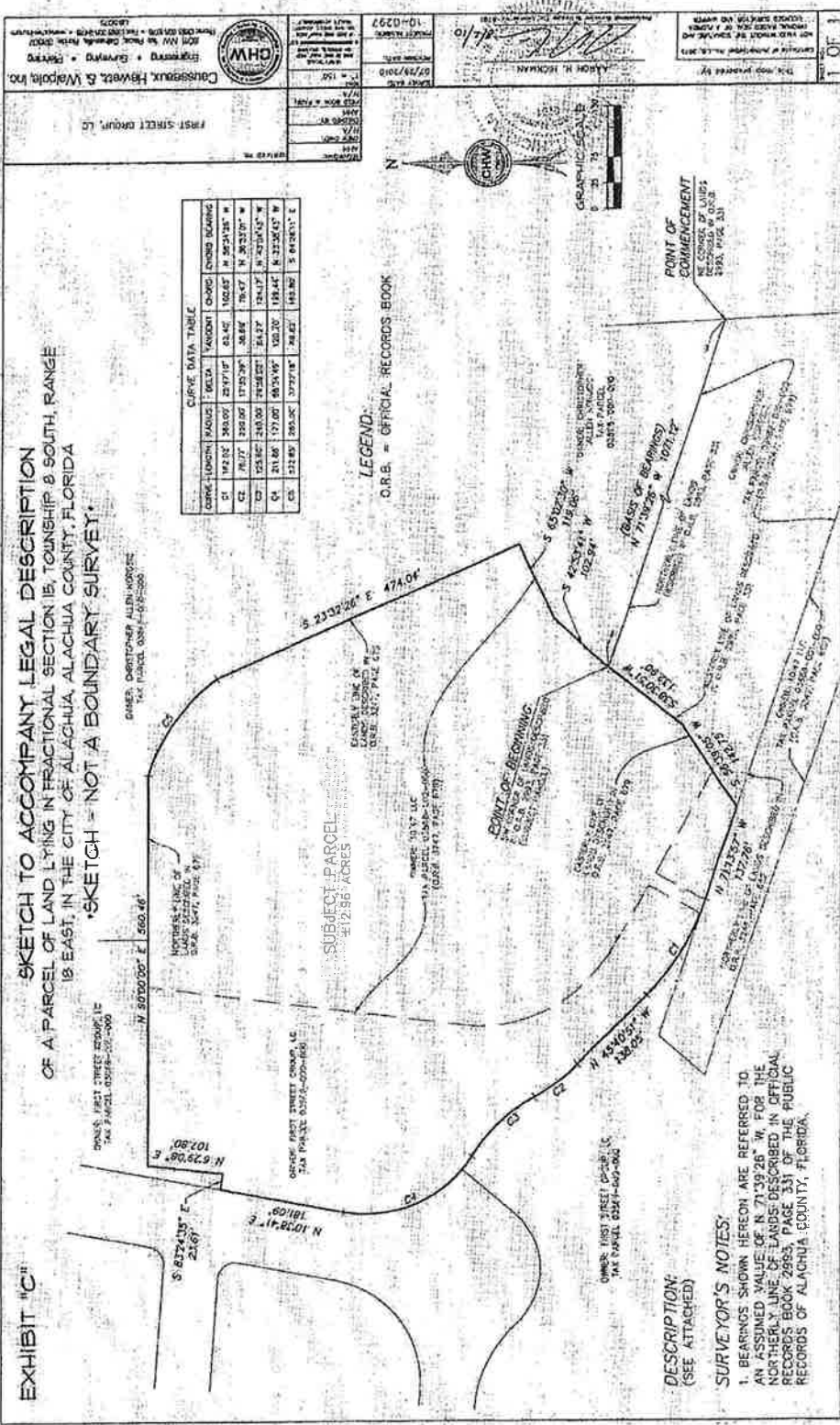


EXHIBIT "C"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
OF A PARCEL OF LAND LYING IN FRACTIONAL SECTION 15, TOWNSHIP 8 SOUTH, RANGE
18 EAST, IN THE CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

SKETCH - NOT A BOUNDARY SURVEY.

CURVE DATA TABLE

CURVE	LENGTH	RADIUS	BECLA	VARADANT	CHORD	CHORD BEARING
C1	142.12	363.00	297.17	23.42	102.67	N 50°31'38" W
C2	76.17	393.00	179.29	18.89	76.67	N 30°33'07" W
C3	225.82	243.00	238.82	24.17	24.17	N 70°34'43" W
C4	211.80	177.00	85.54	152.30	152.30	N 22°36'43" W
C5	222.80	264.00	372.71	24.82	143.80	S 64°26'17" E

LEGEND:
 O.R.B. = OFFICIAL RECORDS BOOK

DESCRIPTION:
 (SEE ATTACHED)

SURVEYOR'S NOTES:
 1. BEARINGS SHOWN HEREON ARE REFERRED TO AN ASSUMED VALUE OF N 71°39'26" W FOR THE NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2983, PAGE 331 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

CONTRACT NO. 10-0227

DATE: 07/29/2010

PROJECT: 10-0227

CLIENT: FIRST STREET CORP., LC

DESIGNED BY: [Signature]

CHECKED BY: [Signature]

DATE: 07/29/2010

SCALE: AS SHOWN

PROJECT LOCATION: 18 EAST, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA

ENGINEERING & SURVEYING • CIVIL ENGINEERING

CONTRIBUTOR: COURSEY, HAYES & WATSON, INC.

1 of 1

EXHIBIT D

**SKETCH AND LEGAL DESCRIPTION OF FIRST STREET'S REAL PROPERTY
TO BE DONATED TO THE CITY**



*Focused on Excellence
Delivered with Integrity*

LEGAL DESCRIPTION

Date: July 29, 2010
Job No. 10-0297
First Street Group, LC to the City of Alachua

EXHIBIT "D"

(PARCEL "A")

A PARCEL OF LAND SITUATED IN FRACTIONAL SECTION 15, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2993, PAGE 331 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH $71^{\circ}39'26''$ WEST, ALONG THE NORTHERLY LINE OF SAID LANDS, A DISTANCE OF 1071.12 FEET TO THE NORTHWEST CORNER OF SAID LANDS, SAID CORNER LYING AND BEING ON THE EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3247, PAGE 679 OF SAID PUBLIC RECORDS; THENCE SOUTH $38^{\circ}30'51''$ WEST, ALONG THE WESTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2993, PAGE 331, AND THE EASTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3247, PAGE 679, A DISTANCE OF 132.90 FEET; THENCE CONTINUE ALONG SAID WESTERLY AND EASTERLY LINE, SOUTH $56^{\circ}39'05''$ WEST, A DISTANCE OF 80.83 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE SOUTH $56^{\circ}39'05''$ WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 61.92 FEET TO THE NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3247, PAGE 682 OF SAID PUBLIC RECORDS; THENCE NORTH $71^{\circ}13'57''$ WEST, ALONG SAID NORTHERLY LINE, DISTANCE OF 137.76 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 360.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $71^{\circ}19'33''$ WEST, 1.77 FEET; THENCE DEPARTING SAID NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3247, PAGE 682, WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $00^{\circ}16'54''$, AN ARC DISTANCE OF 1.77 FEET TO AN INTERSECTION WITH A SOUTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3247, PAGE 679; THENCE THE FOLLOWING TWO COURSES ALONG SAID SOUTHERLY LINE; (1) THENCE NORTH $28^{\circ}55'37''$ EAST, A DISTANCE OF 81.17 FEET; (2) THENCE SOUTH $60^{\circ}28'10''$ EAST, A DISTANCE OF 166.16 FEET TO THE **POINT OF BEGINNING**;

TOGETHER WITH
(PARCEL "B")

A PARCEL OF LAND SITUATED IN FRACTIONAL SECTION 15, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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COMMENCE AT THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2993, PAGE 331 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 71°39'26" WEST, ALONG THE NORTHERLY LINE OF SAID LANDS, A DISTANCE OF 1071.12 FEET TO THE NORTHWEST CORNER OF SAID LANDS, SAID CORNER LYING AND BEING ON THE EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3247, PAGE 679 OF SAID PUBLIC RECORDS; THENCE SOUTH 38°30'51" WEST, ALONG THE WESTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2993, PAGE 331, AND THE EASTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3247, PAGE 679, A DISTANCE OF 132.90 FEET; THENCE CONTINUE ALONG SAID WESTERLY LINE, AND THE SOUTHERLY PROJECTION OF SAID EASTERLY LINE, SOUTH 56°39'05" WEST, A DISTANCE OF 142.75 FEET TO THE NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3247, PAGE 682 OF SAID PUBLIC RECORDS; THENCE NORTH 71°13'57" WEST, ALONG SAID NORTHERLY LINE, DISTANCE OF 137.76 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 360.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 69°42'59" WEST, 21.99 FEET; THENCE DEPARTING SAID NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3247, PAGE 682, WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°30'02", AN ARC DISTANCE OF 22.00 FEET TO THE INTERSECTION WITH A SOUTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3247, PAGE 679 AND THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTHERLY LINE WITH A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 360.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 56°49'24" WEST, 139.14 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°17'07", AN ARC DISTANCE OF 140.02 FEET TO THE END OF SAID CURVE; THENCE NORTH 45°40'51" WEST, A DISTANCE OF 138.05 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 250.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 36°53'01" WEST, 76.47 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°35'39", AN ARC DISTANCE OF 76.77 FEET TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 240.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 43°04'43" WEST, 124.17 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°59'02", AN ARC DISTANCE OF 125.60 FEET TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 177.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 23°38'43" WEST, 199.44 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 68°34'49", AN ARC DISTANCE OF 211.86 FEET TO THE POINT OF TANGENCY; THENCE NORTH 10°38'41" EAST, A DISTANCE OF 181.09 FEET; THENCE SOUTH 83°24'35" EAST, A DISTANCE OF 23.61 FEET; THENCE NORTH 06°29'08" EAST, A DISTANCE OF 107.80 FEET TO AN INTERSECTION OF THE WESTERLY PROJECTION OF THE NORTHERLY LINE OF AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3247, PAGE 679; THENCE NORTH 90°00'00" EAST, ALONG SAID WESTERLY PROJECTION OF THE NORTHERLY LINE, A DISTANCE OF 256.40 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG THE BOUNDARY OF SAID LANDS; (1) THENCE SOUTH 07°15'46" WEST, A DISTANCE OF 455.36 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 212.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 26°36'12" EAST, 236.28 FEET; (2) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A

CENTRAL ANGLE OF 67°43'56", AN ARC DISTANCE OF 250.62 FEET TO THE POINT OF TANGENCY; (3) THENCE SOUTH 60°28'10" EAST, A DISTANCE OF 106.90 FEET; (4) THENCE SOUTH 28°55'37" WEST, A DISTANCE OF 84.37 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LAND CONTAINS A TOTAL NET ACREAGE OF 3.97 ACRES, MORE OR LESS.

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

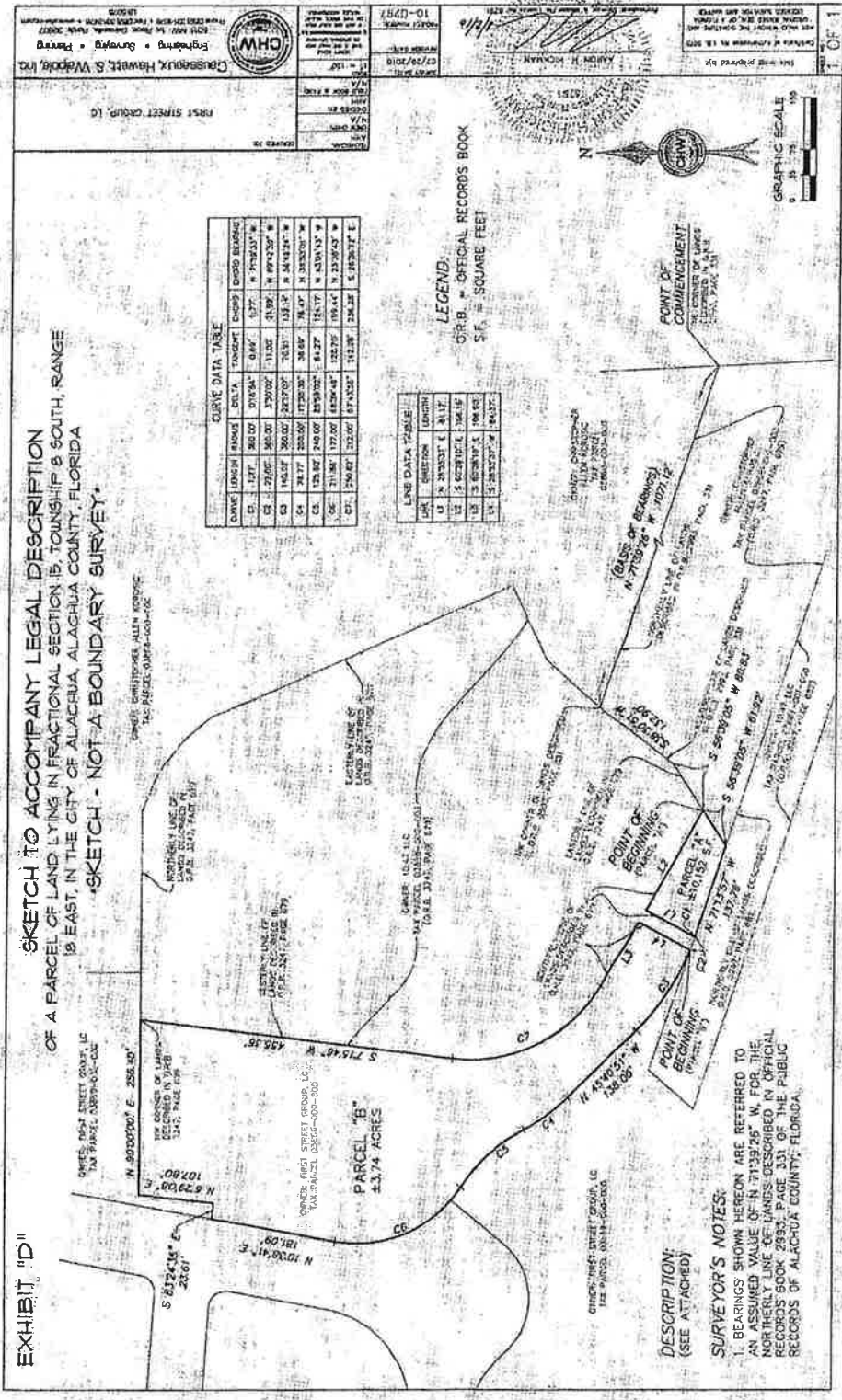


EXHIBIT "D"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
OF A PARCEL OF LAND LYING IN FRACTIONAL SECTION 15, TOWNSHIP 8 SOUTH, RANGE
18 EAST, IN THE CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA
- SKETCH - NOT A BOUNDARY SURVEY.

CURVE DATA TABLE

CHORD LENGTH	RADIUS	CHORD ANGLE	CHORD BEARING
C1	137.71	209.84°	0.84°
C2	117.00	230.00°	11.00°
C3	165.00	243.00°	16.50°
C4	240.00	252.00°	24.00°
C5	315.00	257.00°	31.50°
C6	390.00	260.00°	39.00°
C7	465.00	262.00°	46.50°

LINE DATA TABLE

LINE	BEARING	LENGTH
L1	N 89.55° E	141.17
L2	S 82.00° E	104.15
L3	S 80.00° E	104.00
L4	S 80.00° W	104.00

LEGEND:
 OR B. = OFFICIAL RECORDS BOOK
 SF. = SQUARE FEET

DESCRIPTION:
 (SEE ATTACHED)

SURVEYOR'S NOTES:
 1. BEARINGS SHOWN HEREON ARE REFERRED TO
 AS BEARING VALUE OF 7139.26° N. FOR THE
 NORTHERLY LINE OF PARCELS SHOWN IN OFFICIAL
 RECORDS BOOK 2983, PAGE 13 OF THE PUBLIC
 RECORDS OF ALACHUA COUNTY, FLORIDA.

CHW
 CIVIL ENGINEER
 1515
 10-02971
 07/29/2010
 11' x 17'
 1/2" = 100'
 1/4" = 50'
 1/8" = 25'
 1/16" = 12.5'
 1/32" = 6.25'
 1/64" = 3.125'
 1/128" = 1.5625'
 1/256" = 0.78125'
 1/512" = 0.390625'
 1/1024" = 0.1953125'

CHW
 CIVIL ENGINEER
 1515
 10-02971
 07/29/2010
 11' x 17'
 1/2" = 100'
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 1/64" = 3.125'
 1/128" = 1.5625'
 1/256" = 0.78125'
 1/512" = 0.390625'
 1/1024" = 0.1953125'

EXHIBIT E

SKETCH AND LEGAL DESCRIPTION OF 10.47'S REAL
PROPERTY TO BE DONATED TO THE CITY



*Focused on Excellence
Delivered with Integrity*

LEGAL DESCRIPTION

Date: July 29, 2010
Job No. 10-0297
10.47, LLC to the City of Alachua

EXHIBIT "E"

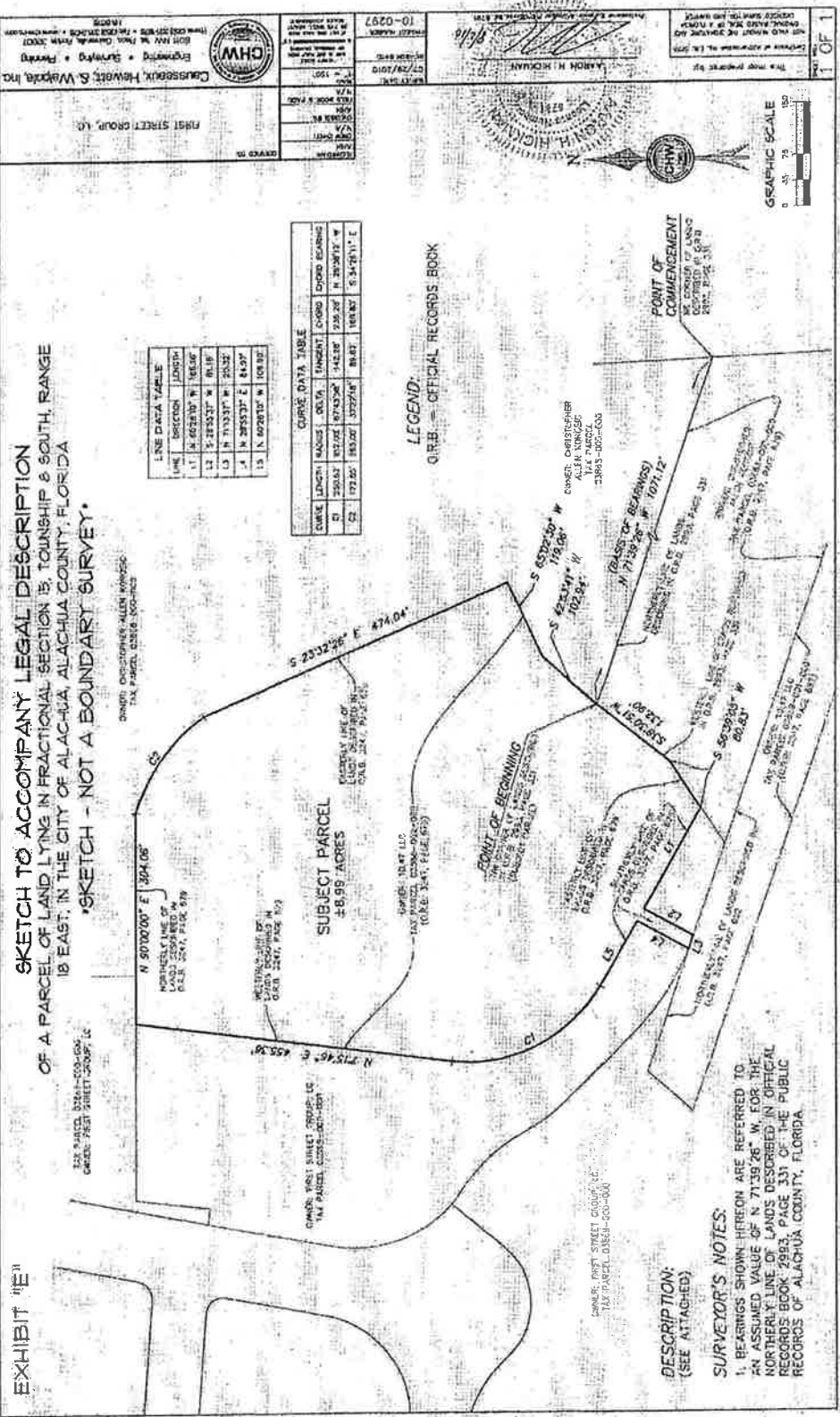
A PARCEL OF LAND SITUATED IN FRACTIONAL SECTION 15, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 8.99 ACRES, MORE OR LESS.

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

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CHW
 CAUSSEBUX, HEWITT, & WATKINS, INC.
 Engineering • Surveying • Planning
 8011 NW 14th Avenue, Suite 100
 Gainesville, FL 32609
 Phone: (352) 336-1800
 Fax: (352) 336-1801
 www.chw.com

PROJECT NUMBER: 10-0297
DATE: 07/29/2010
SCALE: AS SHOWN
DATE PLOTTED: 07/29/2010

CLIENT: FIRST STREET GROUP, LLC

PROJECT: FIRST STREET GROUP, LLC

DATE: 07/29/2010

SCALE: AS SHOWN

DATE PLOTTED: 07/29/2010

PROJECT NUMBER: 10-0297

DATE: 07/29/2010

SCALE: AS SHOWN

DATE PLOTTED: 07/29/2010

LINE DATA TABLE

LINE	DIRECTION	LENGTH	BEARING
11	N 65°22'30" W	158.04'	
12	S 72°21'47" W	102.94'	
13	N 71°39'26" W	1071.12'	
14	N 71°39'26" W	1071.12'	
15	N 67°20'10" W	108.92'	

CURVE DATA TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
1	172.85'	103.20'	102°27'48"	86.87'	108.92'	S 34°28'11" E

EXHIBIT "E"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION OF A PARCEL OF LAND LYING IN FRACTIONAL SECTION 15, TOWNSHIP 8 SOUTH, RANGE 18 EAST, IN THE CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA. *SKETCH - NOT A BOUNDARY SURVEY.*

SUBJECT PARCEL
 #6.99 ACRES

POINT OF BEGINNING
 THE CORNER OF THE SECTION 15, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA.

POINT OF COMMENCEMENT
 THE CORNER OF THE SECTION 15, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA.

LEGEND:
 Q.R.B. = OFFICIAL RECORDS BOOK

CONVEYOR: CONVEYOR
 ALAN WATKINS
 144 PARCEL
 23845-005-000

RECORDS: RECORDS
 1071.12'

SECTION 15, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA

DESCRIPTION:
 (SEE ATTACHED)

SURVEYOR'S NOTES:
 1. BEARINGS SHOWN HEREON ARE REFERRED TO AN ASSUMED VALUE OF N 71°39'26" W, FOR THE NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7983, PAGE 331 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

GRAPHIC SCALE
 0 45 90 135

CHW
 CAUSSEBUX, HEWITT, & WATKINS, INC.
 Engineering • Surveying • Planning
 8011 NW 14th Avenue, Suite 100
 Gainesville, FL 32609
 Phone: (352) 336-1800
 Fax: (352) 336-1801
 www.chw.com

EXHIBIT F

LIST OF PROPOSED BENEFITTING PROPERTIES AND A MAP SHOWING THEIR LOCATION

**EXHIBIT F:
Annual TK Basin Watershed Assessment**

August 20, 2010



Tax Parcel No.	Owner
03868-002-000	10.47 LLC (TK Basin)
03869-000-000	First Street Group, LC (3.5 ac TK Basin)
03869-010-000	10.47 LLC (NW 151st Blvd)
03869-007-000	10.47 LLC
03869-009-000	10.47 LLC
03863-002-001	Alachua Development, LLC (One 51 Place Apt)
03869-007-001	Alachua Development, LLC (One 51 Place Apt)
03863-000-000	Alachua Holdings, LTD
03869-000-000	First Street Group, LC (less TK Basin & r/w)
03863-002-000	Thomas & Nancy Tonnelier
03869-006-000	Wyndswept Hills, LLC
03869-008-000	Christopher Allan Korosic
03868-000-000	Christopher Allan Korosic
Park Vegeteriana	
03868-001-001	Christopher Allan Korosic
03868-001-002	Christopher Allan Korosic
03868-001-003	Christopher Allan Korosic
03868-001-004	Christopher Allan Korosic
03868-001-005	Christopher Allan Korosic
03868-001-006	Christopher Allan Korosic
03868-001-007	Christopher Allan Korosic
03868-001-008	Christopher Allan Korosic
NW 149th Terrace	
Wyndswept Hills	
03863-020-046	Santa Fe Station Development, LLC
03863-020-047	Marilyn E. Wetherington
03863-020-048	Roger & Patricia Stephens
03863-020-049	Roger & Patricia Stephens
03863-020-050	GC Construction of Gainesville, Inc.
NW 148th Drive & NW 150th Lane & NW 151st Lane & NW 151st Blvd	

** Per a formal agreement, the parcels owned by Christopher Allan Korosic (31.71 acres) are to be assessed and paid for by First Street Group, LLC. until such time that new impervious surfaces are added to any one parcel, then the Korosic parcels are to be assessed proportionately as all other parcels are assessed.

G:\JOBS\2010\10-0013\ClientAssessment\Calc_100820_TK_Basin_Watershed_Assessment.xls

EXHIBIT F: ILLUSTRATION TO ACCOMPANY TK BASIN WATERSHED ASSESSMENT

UPDATED AUGUST 20, 2010

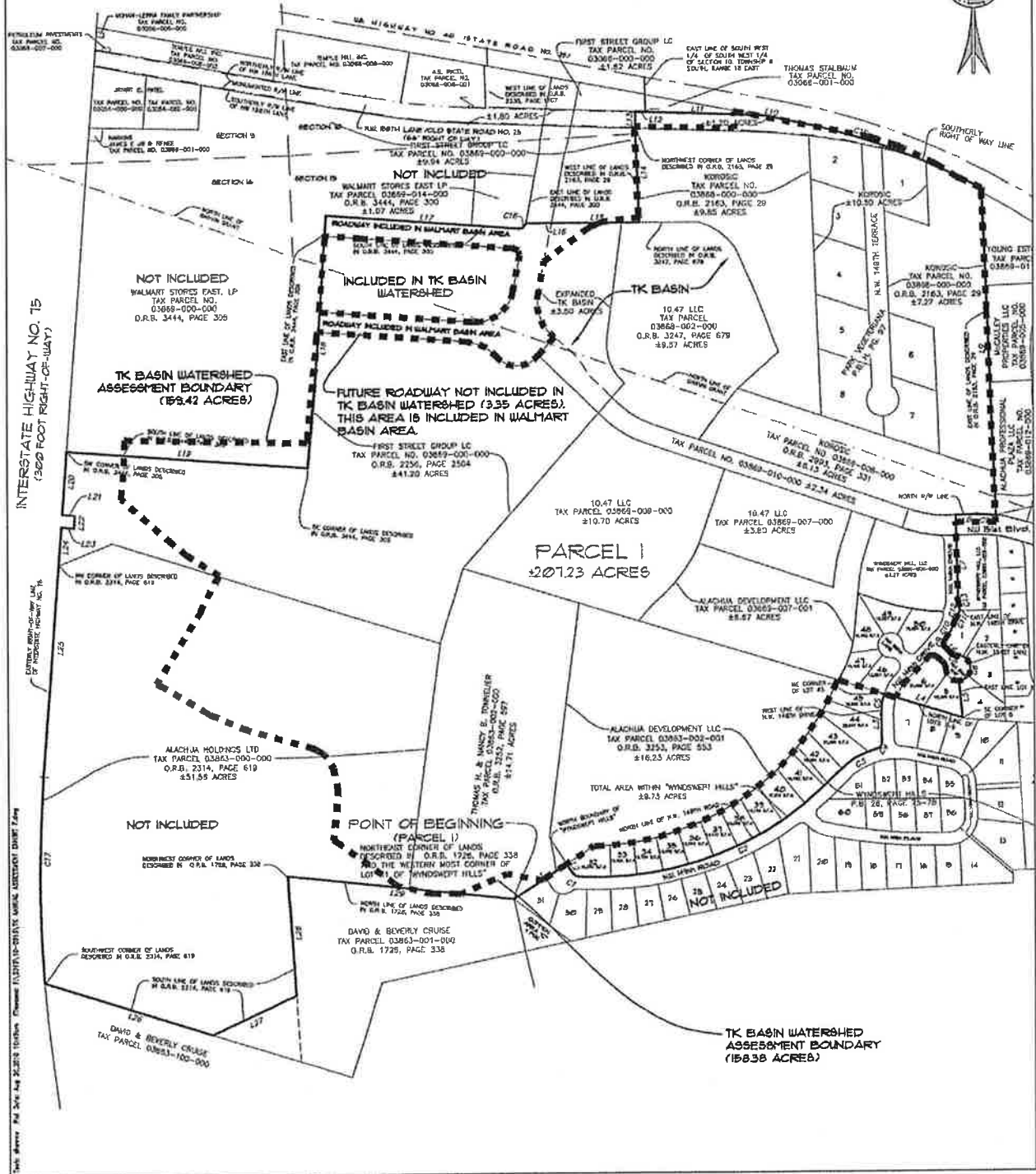


EXHIBIT G

DESCRIPTION OF PARK IMPROVEMENTS TO BE PERFORMED BY FIRST STREET

EXHIBIT "G"

First Street shall be responsible for the design, installation, construction, and inspection of certain park improvements for the Park portion of the Property to be developed as an upland park. These shall consist of:

1. Construction of a walking/jogging trail constructed of milled asphalt that is to form a complete connecting loop on the perimeter of the TK Basin and to be eight (8) feet in width.
2. Construction of a covered pavilion approximately 54 feet by 54 feet, designed in a rustic style including a metal roof, lighting, ceiling fans and electric outlets.
3. Five benches to be located on the perimeter of the TK Basin.
4. Planting of a minimum of 24 trees to be located alongside the abovementioned walking/jogging trail and covered pavilion.
5. Water fountain to be located at the abovementioned covered pavilion.
6. Sealing of existing silos

EXHIBIT H

UTILITY SPECIFICATIONS

EXHIBIT "H"

Qty	Item	UOM
Water service (provides water service to water meter at property line)		
1	2" tap & gate valve	ea
120	2" PVC service line	lf
1	5/8" x 3/4" water meter assembly	ea
1	Miscellaneous materials	ls
1	Water capital facilities charge	ea
Electric service (provides electric service to the meter at the property line)		
120	1/0 primary conductor	lf
120	2" PVC conduit	lf
1	Single phase, 25 kVA transformer w/ pad	ea
1	Fuse, elbow, pull box	ls
1	Meter can & mount	ls
1	Electric meter fee	ls