

**SETTLEMENT AGREEMENT
TO
DONATION AGREEMENT
FOR TK BASIN AND PARK**

THIS SETTLEMENT AGREEMENT to the Donation Agreement (this "Agreement") that was made and entered into on the 10th day of September 2010 and First Amendment dated March 27, 2012 and Second Amendment dated February 22, 2016 between the CITY OF ALACHUA, FLORIDA ("City") and FIRST STREET GROUP, L.C. ("FSG") and 10.47, LLC ("10.47") (collectively "Donors") is dated the ____ day of _____ 2018, and agreed as follows:

WITNESSETH

WHEREAS, Pursuant to that certain Donation Agreement dated September 10, 2010 and recorded in official records book 4088 page 290 and First Amendment dated March 27, 2012 and recorded in official records book 4407 page 1552 and Second Amendment dated February 22, 2016 and recorded in official recorded book 4414 page 1700 of the public records of Alachua County, Florida (the "Agreement"). FSG and 10.47 conveyed to City two parcels of real property located in the City of Alachua, Alachua County, Florida (the "TK Basins Tracts"), by Special Warranty Deeds, dated October 5, 2010 and October 8, 2010, and recorded in Official Records Book 3988, page 452 and Official Records book 3988, page 448, (together, the "Deeds").

WHEREAS, the Donors have diligently and faithfully performed the responsibilities set forth in the Agreement to date except for designing and constructing those Park Improvements described in Section 3 (B) within the time frames described in Section 3 (C) and then, within the time frame provided for in Section 3 (D) as extended in the First Amendment and Second Amendment, effecting the transfer to the City of the Park Improvements and property described and identified as the Park in the Agreement; and

WHEREAS, the parties (City and Donors) stipulate, agree and recognize the Park property described in the Agreement must be traveled upon and crossed in order for the City to maintain the Basin described and identified in the Agreement and it was and is the intent that such right of passage and use was and is established by the language of the Agreement and is specifically affirmed in this Settlement Agreement; and

WHEREAS, the City has performed all responsibilities called for in the Agreement with the exception of those conditioned upon the actions precedent of Donors described herein; and

WHEREAS, a continuing responsibility of City is to maintain the drainage Basin constructed by Donors and the ownership of which was transferred to the City by Special Warranty Deeds referenced above; and

WHEREAS, the City recognizes, stipulates and agrees that certain improvements and construction in connection with the extension of NW 151st Blvd and an entrance road which will connect to U. S. 441 have not been constructed and, therefore, the need of the facilities contemplated in Sections 3 (B), 3 (C) and 3 (D) of the Agreement does not yet exist; and

WHEREAS, the Donors advised the City that there is no planned construction of the extension of NW 151 Blvd. and the entrance road to connect to U.S. 441 at this time since WalMart will not be constructing it's store in Alachua and have requested that FSG make a direct payment to the City of \$40,000 in lieu of constructing the facilities described in the Agreement so the City can construct these

improvements at a time when the contemplated demand for use occurs and other construction has been completed; and

WHEREAS, the City recognizes the lack of need for the described park facilities until other construction has occurred and that facilities constructed at this time will be damaged by future construction and will deteriorate over time and require ongoing costs of maintenance by City since City, pursuant to the Agreement, is required to take ownership of the property and facilities upon completion along with responsibility for continuing maintenance; and

WHEREAS, the City, based on the foregoing, finds it in the best interest of the Public, Donors and City to agree to and support the request of Donors to accept a Termination Fee of \$40,000 for the future construction of the park improvements and conveyance of the remaining parcels of land to the City.

WHEREAS, Section 9 of the Agreement provides for amendment in writing and executed by the parties and the parties agree the amendment and Settlement Agreement set forth herein shall terminate and resolve all matters between them, on the terms set forth herein.

NOW in consideration of the mutual benefit, promises and covenants herein contained, the City and Donors agree to amend and terminate the Donation Agreement as amended as follows:

1. The above recitals are true and correct and form a material part of this Settlement Agreement.

2. Settlement and Conveyance. The City and Donors have agreed to settle all matters related to the TK Basin Project and to terminate their respective obligations under the Agreement as follows: (i) In consideration of the release of all construction, development and monetary obligations under the Agreement, FSG and 10.47 shall convey the parcels described in exhibits "A" and "B" attached hereto ("Park Tracts") by Special Warranty Deeds to City and FSG shall pay to City a termination fee in the amount of \$40,000 (the "Termination Fee"); and (ii) upon conveyance of the Park Tracts and payment of the Termination Fee, the Agreement and all obligations and liabilities of the Parties thereunder shall be terminated.

3. Cooperation. The parties agree to cooperate with one another in executing any other documents or taking any other actions that may be necessary to effectuate the termination of the Agreement, the Parties' relationship, and all other written or verbal agreements between the Parties.

4. Release. Each of City, FSG and 10.47, for itself and its respective successors and assigns, hereby forever releases and discharges the other Party, its divisions, subsidiaries and affiliates, and each of its respective members, shareholders, owners, partners, directors, officers, employees, agents, attorneys, representatives, successors and assigns, from any and all manner of claims, demands, damages, or expenses or money of any sort, that directly or indirectly arise out of or are related to the TK Basin Project and the Agreement, other than annual maintenance assessments charged to property owners, from and after the conveyance of the Park Tracts, and payment of the Termination Fee.

5. Construction. This Agreement has been jointly drafted by the Parties and their counsel. The terms of this Agreement may not be construed against any Party based upon a claim that the Party or its counsel was responsible for drafting this Agreement or any provision herein, in whole or in part. This Agreement contains the entire agreement between the Parties with respect to the settlement of their claims, and supersedes any and all prior negotiations, promises, covenants, agreements, or understandings among the Parties hereto with respect to the subject matter hereof. The Parties hereby acknowledge that they fully understand the terms of the Agreement; have entered into same voluntarily; and have had the advice of counsel in so doing.

6. Amendment. This Settlement Agreement may not be amended or modified in any way, except by a written instrument signed by all Parties to the Settlement Agreement.

7. Attorneys' Fees. Except as provided for herein, each Party agrees to bear its respective attorneys' fees, costs and expenses incurred through the date of this Settlement Agreement.

8. Governing Law; Waiver of Jury Trial. This Settlement Agreement will be interpreted and construed in accordance with the laws of the State of Florida. The Parties hereby waive any right each of them may have to a trial by jury in any proceeding arising out of this Settlement Agreement or the subject matter hereof. THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THIS CLAUSE AND AGREE VOLUNTARILY TO ITS TERMS.

9. Invalidity. If any provision contained in this Settlement Agreement is held void, voidable, invalid or unenforceable, then said provision shall be deemed to be severed and removed from this Settlement Agreement and the remainder of this Settlement Agreement shall remain in full force and effect as if said provision had never been contained therein.

10. Accordance and Satisfaction. The Parties agree that this Settlement Agreement shall constitute an accord and satisfaction and a mutual release, satisfaction and full discharge of any and all claims, demands, rights, remedies, actions, suits, damages, debts, causes of action or liabilities that any Party hereto has or may have against the other Party or against its representations, successors, assigns, officers, directors, members, partners, agents, attorneys, subsidiaries, or employees, whether known or unknown, foreseeable or unforeseeable, claimed or not claimed, arising from or in any way relating to the TK Basin Project, from the beginning of the world to date of this Settlement Agreement.

11. Counterparts; Execution and Delivery. This Settlement Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same Settlement Agreement, even though both Parties may not have executed the same counterpart.

IN WITNESS WHEREOF, the City Commission of the City of Alachua, Florida, First Street Group, L.C. and 10.47, LLC have caused this Settlement Agreement to be executed and delivered as of the date and year of the last signature.

CITY OF ALACHUA, FLORIDA

Gib Coerper, Mayor

Date

ATTEST:

Adam Boukari, City Manager / City Clerk

Approved as to form this _____ day of _____ 2018.

Marian B. Rush, City Attorney

WITNESSES:

FIRST STREET GROUP, L.C., a
Florida Limited Liability Company

Printed Name: _____

Printed Name: _____

Printed Name: _____

Its: _____

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledge before me this _____ day of
_____, 2018 by _____, as _____
of **FIRST STREET GROUP, L.C.**, on behalf of FIRST STREET GROUP, L.C. [] who is
personally known to me or [] has produced _____ as identification.

Signature of Notary

Name of Notary

(Notary Seal)

WITNESSES:

10.47, LLC, a Florida Limited Liability Company

Printed Name: _____

Printed Name: _____

Printed Name: _____

Its: _____

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledge before me this _____ day of
_____, 2018 by _____, as _____
of **10.47, LLC**, on behalf of 10.47, LLC [] who is personally known to me or [] has produced
_____ as identification.

Signature of Notary

Name of Notary

(Notary Seal)

EXHIBIT "A"



*Focused on Excellence
Delivered with Integrity*

LEGAL DESCRIPTION

Date: October 5, 2010

Job No. 10-0297

First Street Group, LC to the City of Alachua (Park Area)

(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:

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°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 287.31 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 272.41 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**.

LESS & EXCEPT FROM PARCELS "A" AND "B"

THAT PART OF THE FOLLOWING DESCRIBED LANDS LYING WITHIN THE ABOVE DESCRIBED PARCELS "A" AND "B", SITUATED IN FRACTIONAL SECTION 15, TOWNSHIP 8

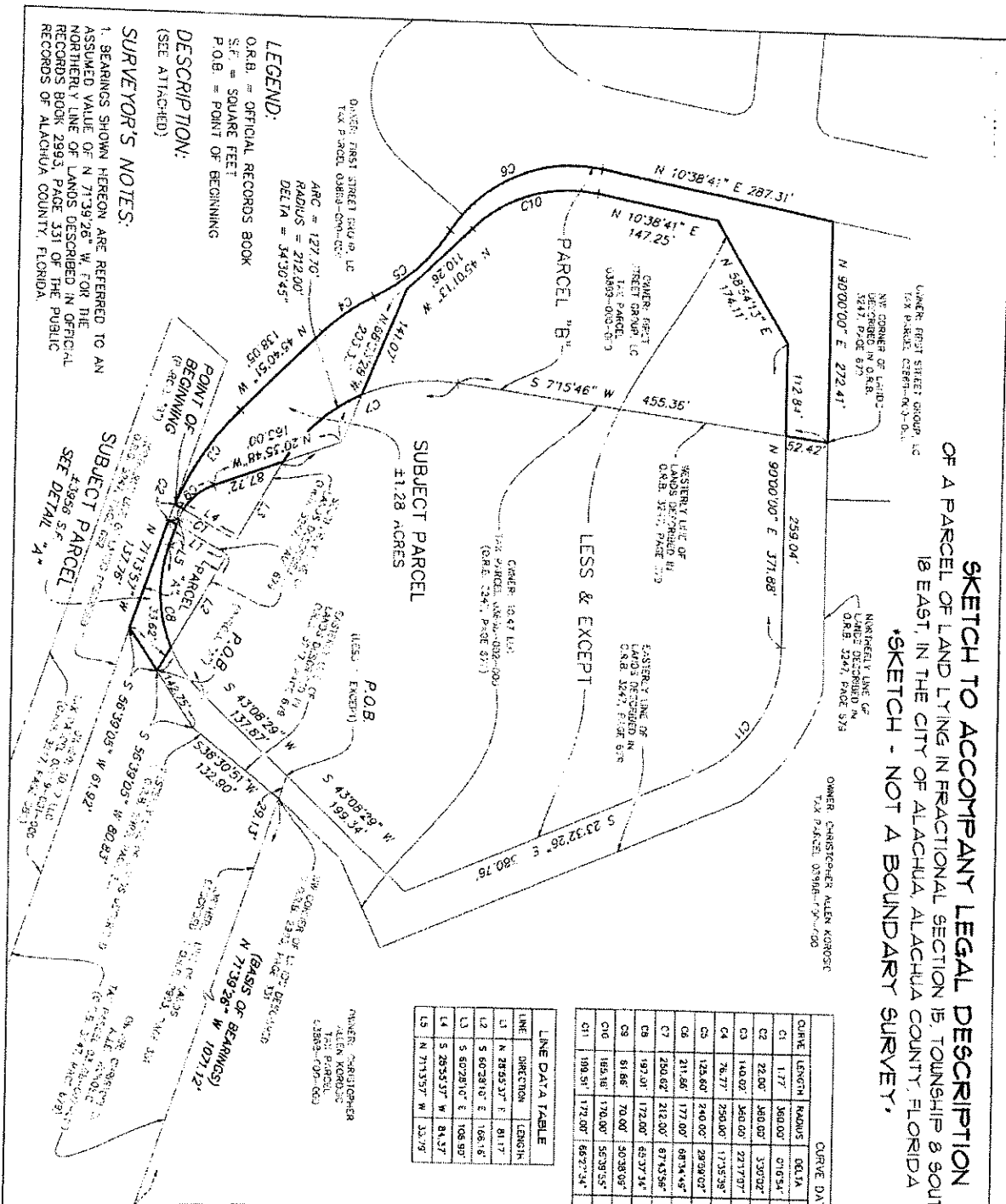
SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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 CONTINUE NORTH 71°39'26" WEST, DEPARTING SAID EASTERLY LINE, 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 LAND CONTAINS A TOTAL NET ACREAGE OF 1.37 ACRES, MORE OR LESS.

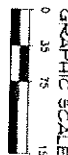
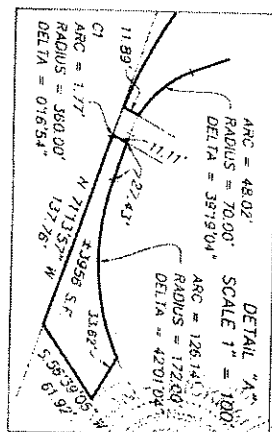
**ALL AS SHOWN ON THE MAP
ATTACHED HERewith AND
MADE A PART HEREOF**

*SKETCH - NOT A BOUNDARY SURVEY.



COURVE DATA TABLE						
CURVE	LENGTH	MASS	COLA	MOGENT	CHORD	CHORD BEHAVIOR
C1	1.77	360.00	016.54	0.85	1.77	N 71.93 S W
C2	22.00	380.00	330.92	11.00	31.95	E 69.42 S W
C3	14.00	350.00	221.97	70.81	139.14	N 38.53 S W
C4	76.77	250.00	125.39	38.66	76.47	N 36.95 S W
C5	125.00	240.00	239.02	8.27	124.17	N 42.94 S W
C6	211.66	177.00	687.45	120.75	199.44	N 23.38 S W
C7	250.67	212.00	673.56	142.26	236.29	S 26.31 E
C8	30.00	172.00	65.73	11.00	166.41	S 75.97 E
C9	51.66	70.00	50.38	05.7	59.07	N 45.94 S W
C10	164.16	170.00	56.59	89.75	150.74	N 71.10 S W
C11	190.51	172.00	66.57	117.86	168.31	S 26.66 E

LINE DATA TABLE			
LINE	DIRECTION	LENGTH	
L1	N 25.55.37" E	81.17	
L2	S 60.28.10" E	166.16	
L3	S 60.28.10" E	106.93	
L4	S 26.55.37" W	84.37	
L5	N 71.13.57" W	33.79	



TECHNOLOGICAL:
A/H
CREW CHIEF:
N/A
CHECKED BY:
A/H
FIELD BOOK & PAGE

FIRST STREET GROUP, LC



Causseaux, Hewett, & Walpole, Inc.
Engineering • Surveying • Planning
6011 NW 1st Place, Gainesville, Florida 32607
Phone: (352) 331-1175 • Fax: (352) 331-2476 • www.chw-inc.com
LB-6075

1 OF 1

This map prepared by:

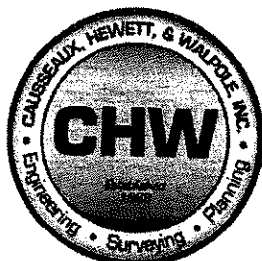
Certificate of Authorization No. L.B. 5075

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

AARON H. HICKMAN

Professional Services & Support (No license No 679)

SURVEY DATE:
10/05/2010
PERMISSION DATE:
PROJECT NUMBER
10-029



*Focused on Excellence
Delivered with Integrity*

LEGAL DESCRIPTION

Date: September 7, 2010

Job No. 10-0297

10.47, LLC to the City of Alachua (Park Area)

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 AND THE **POINT OF BEGINNING**; THENCE THE FOLLOWING FOURTEEN (14) COURSES AND DISTANCES ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3247, PAGE 679; (1) THENCE SOUTH 38°30'51" WEST, A DISTANCE OF 132.90 FEET; (2) THENCE SOUTH 56°39'05" WEST, A DISTANCE OF 80.83 FEET; (3) THENCE NORTH 60°28'10" WEST, A DISTANCE OF 166.16 FEET; (4) THENCE SOUTH 28°55'37" WEST, A DISTANCE OF 81.18 FEET; (5) THENCE NORTH 71°13'57" WEST, A DISTANCE OF 20.32 FEET; (6) THENCE NORTH 28°55'37" EAST, A DISTANCE OF 84.97 FEET; (7) THENCE NORTH 60°28'10" WEST, A DISTANCE OF 106.90 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 212.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 26°36'12" WEST, 236.28 FEET; (8) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 67°43'56", AN ARC DISTANCE OF 250.62 FEET TO THE END OF SAID CURVE; (9) THENCE NORTH 07°15'46" EAST, A DISTANCE OF 455.36 FEET; (10) THENCE NORTH 90°00'00" EAST, A DISTANCE OF 304.06 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, 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; (11) THENCE SOUTHEASTERLY 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; (12) THENCE SOUTH 23°32'26" EAST, A DISTANCE OF 474.04 FEET; (13) THENCE SOUTH 65°02'30" WEST, A DISTANCE OF 119.06 FEET; (14) THENCE SOUTH 42°53'41" WEST, A DISTANCE OF 102.94 FEET TO THE **POINT OF BEGINNING**.

LESS & EXCEPT

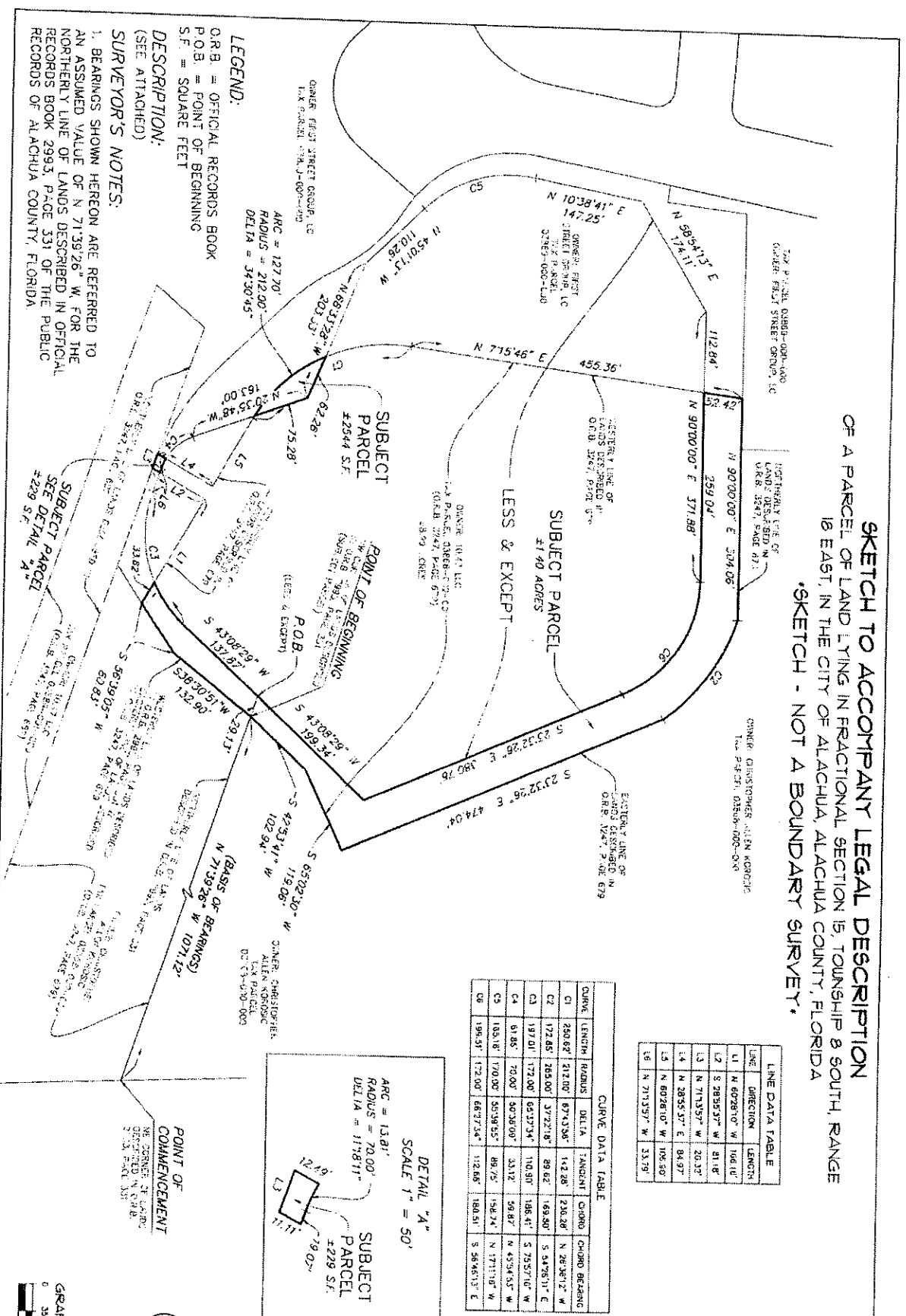
THAT PART OF THE FOLLOWING DESCRIBED LANDS LYING WITHIN THE ABOVE DESCRIBED PARCEL OF LAND, SITUATED IN FRACTIONAL SECTION 15, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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 LAND CONTAINS A TOTAL NET ACREAGE OF 1.46 ACRES, MORE OR LESS.

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

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.

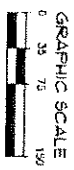
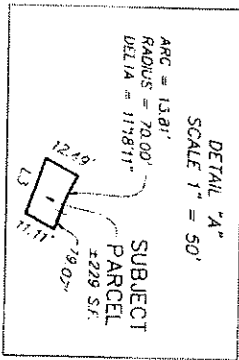


LINE DATA TABLE

LINE	DIRECTION	LENGTH
L1	N 69°28'10" W	106.18'
L2	S 28°35'37" W	81.18'
L3	N 71°35'57" W	20.37'
L4	N 28°35'37" E	84.97'
L5	N 60°28'10" W	106.50'
L6	N 71°35'57" W	33.79'

CURVE DATA TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	260.62'	212.00'	67°43'36"	142.26'	236.28'	N 28°36'12" W
C2	172.85'	265.00'	37°22'18"	89.62'	169.80'	S 44°28'11" E
C3	197.01'	172.00'	65°17'34"	110.91'	198.47'	S 75°57'10" W
C4	81.85'	70.00'	50°38'00"	33.12'	59.87'	N 45°14'55" W
C5	180.18'	170.00'	55°38'55"	89.75'	198.74'	N 17°11'18" W
C6	198.57'	172.00'	68°37'34"	112.66'	180.51'	S 56°46'13" E



LEGEND:
 O.R.B. = OFFICIAL RECORDS BOOK
 P.O.B. = POINT OF BEGINNING
 S.F. = SQUARE FEET
DESCRIPTION:
 (SEE ATTACHED)
SURVEYOR'S NOTES:
 1. BEARINGS SHOWN HEREON ARE REFERRED TO
 AN ASSUMED VALUE OF N 71°39'28" W, FOR THE
 NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL
 RECORDS BOOK 2993, PAGE 331 OF THE PUBLIC
 RECORDS OF ALACHUA COUNTY, FLORIDA

This map prepared by: Aaron H. Hickman 9/13/10 Professional Surveyor & Mapper No. License No. 6781		SURVEY DATE: 9/7/2010 REVISION DATE: PROJECT NUMBER: 10-0297	TECHNICAL: AHH CHECKED BY: N/A DESIGNED BY: AHH FIELD BOOK: e PAGE: N/A	CERTIFIED TO: FIRST STREET GROUP, LC Causseaux, Hewett, & Walpole, Inc. Engineering • Surveying • Planning 6011 NW 1st St. Ft. Pierce, Gainesville, Florida 34937 Phone: 888 331 6776 • Fax: 888 331 6776 • www.chw-inc.com LB-5075
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