

**Vacant Land Contract
Cash Transaction**

PARTIES AND DESCRIPTION OF PROPERTY

1. SALE AND PURCHASE Megahee Enterprises, LTD., LLLP and Pine Acres, LLC

(Seller)

And City Of Alachua, a municipality in Alachua County, Florida (Buyer)

agree to sell and buy on the terms and conditions specified below the property (Property) described as:

Legal Description:

(1) Tax Parcel #03066-004-001, Pine Acres, LLC

(2) Tax Parcel #03066-004-000 and Tax Parcel #03066-006-002, Megahee Enterprises, LTD., LLLP

and legally described in Exhibit "A"

including no improvements and no additional property.

CASH PURCHASE

2. PURCHASE PRICE: \$ 400,000.00 payable by Buyer in U.S. funds as follows:

(a) \$ 5,000.00 Deposit received (checks are subject to clearance) _____
by _____

Signature

Darryl J. Tompkins, P.A. ("Escrow Agent")
Name of Company

(b) 395,000.00 Balance to close (not including Buyer's closing costs, prepaid items
and prorations). All funds paid at closing must be paid by locally drawn cashier's
check, official check or wired funds.

3. CONDITIONS:

- (a) Buyer is a municipality in Alachua County and is the Cooperator (recipient) of up to \$1,400,000 reimbursement of the cost of the Mill Creek Sink Water Improvement Project (Project) by virtue of the Memorandum of Agreement No. 16/17-182 dated 4-7-17, as amended 2-12-18, entered in between Suwannee River Water Management District (SRWMD) and City of Alachua herein referred to as Buyer, copies of the SRWMD Agreement No. 16/17-182, and its amendment have been provided to the Sellers. Sellers acknowledge that the Memorandum of Agreement No. 16/17-182 includes the full description of the Project, its time schedules, tasks, estimated cost and the requirements to be met by Buyers in order to qualify for reimbursement of all moneys advanced by Buyer. Seller acknowledges, accepts and agrees to cooperate with Buyer in meeting Buyer requirements under and included in the MOA and recognizes the MOA is the funding source for the Project including the acquisition of the Property that is the subject of this Vacant Land Contract at no additional cost to Seller.
- (b) Price, terms and conditions have been established by negotiation between staff of Buyer and the Broker agent for Sellers. This Contract for the Sale of Vacant Land is contingent on approval of the SRWMD, the Alachua City Commission, the fitness and suitability of the property for the water quality improvement project described above, property appraisals and other requirements set forth in the MOA. Buyer and Seller agree that if the combined appraised value is at or over \$400,000.00 the Purchase Price shall be \$400,000.00.
- (c) Buyers and Sellers agree Buyer, at Buyer expense, will select a Real Property Appraiser approved by the SRWMD to appraise the two real property interests identified in paragraph 1 hereof, individually and as two parcels, and the appraiser is hereby directed to deliver a copy of the appraisal to Buyer, Seller's agent is Daryl Carter and the SRWMD. Should the Appraisal, as the total of

Buyer(____) (____) and Seller(____) (____) acknowledged receipt of a copy of this page, which is Page 1 of 6

individual parcels or as a two parcel group, equal or exceed \$400,000.00 and upon all other contract conditions being met, the parties shall proceed to closing at the contract price of \$400,000.00.

4.CLOSING DATE; OCCUPANCY: This Contract will be closed and the deed and possession delivered on or before March 21, 2019, unless extended by other provisions of this Contract. If on Closing Date insurance underwriting is suspended, Buyer may postpone closing up to 5 days after the insurance suspension is lifted.

5.CLOSING PROCEDURE; COSTS: Closing will take place in the City of Alachua where the Property is located and may be conducted by electronic means. Title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller and brokerage fees to Broker as per Paragraph 17. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

- (a) **Seller Costs:** Seller will pay recording fees for documents needed to cure title; certified, confirmed and ratified special assessment liens. Seller attorney fees and any real estate commissions to Maury L. Carter & Associates, Inc.
- (b) **Buyer Costs:** Buyer will pay recording fees for the deed; pending special assessment liens; inspections; survey and sketch; insurance; taxes on the deed and Owner Title Insurance premium and search charges.
- (c) **Title Evidence and Insurance:**
 - (1) Buyer will obtain a Paragraph 8(a)(1) owner's title insurance commitment as title evidence. Buyer will select the title agent. Buyer will pay for the owner's title policy, search, and related charges. Each party will pay its own attorney fees.
- (d) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes, interest, assessments, leases and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.
- (e) **Tax Withholding:** Buyer and Seller will comply with the Foreign Investment in Real Property Tax Act, which may require Seller to provide additional cash at closing if Seller is a "foreign person" as defined by federal law.

PROPERTY CONDITION

6.LAND USE: Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition, with conditions resulting from Buyer Inspections and casualty damage, if any, excepted. Seller will maintain the grounds in a comparable condition and will not engage in or permit any activity that would materially alter the Property condition without Buyer's prior written consent.

- (a) **Flood Zone:** Buyer is advised to verify by survey and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding in the event of casualty.
- (b) **Government Regulation:** Buyer is advised that changes in government regulations and levels of service which affect Buyer intended use of the Property will not be grounds for canceling this Contract if the Feasibility Study Period has expired.
- (c) **Inspections:**
 - 1. Seller has granted Buyer, its employees, agents and contractors the right of entry (Exhibit B) attached hereto and incorporated herein to, at Buyer expense, conduct the inspections, surveys, tests and other feasibility studies required for Buyer to meet the terms and conditions of the MOA set forth and described above.

2. Buyer has accepted the property in its "as is" condition. This provision will survive closing.

7. RISK OF LOSS; EMINENT DOMAIN: If any portion of the Property is materially damaged by casualty before closing, or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or if an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may cancel this Contract by written notice to the other within 10 days from Buyer's receipt of Seller's notification, failing which Buyer will close in accordance with this Contract and receive all payments made by the government authority or insurance company, if any

8.TITLE: Seller will convey marketable title to the Property by special warranty deed or trustee, personal representative or guardian deed as appropriate to Seller status.

- (a) **Title Evidence:** Title evidence will show legal access to the Property and marketable title of record in Seller in accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions approved by Buyer, none of which prevent Buyer's intended use of the Property as: The Water Quality Improvement Project described in the Memorandum of Agreement referenced in Paragraph 3(a) above, covenants, easements and restrictions of record; matters of plat; existing zoning and government regulations; oil, gas and mineral rights of record if there is no right of entry; current taxes; and encumbrances that Seller will discharge at or before closing. Seller will, prior to closing, deliver to Buyer choice of one of the following types of title evidence, which must be generally accepted in the county where the Property is located (specify in Paragraph 5(c) the selected type).
- (1) **A title insurance commitment** issued by a Florida-licensed title insurer in the amount of the purchase price and subject only to title exceptions set forth in this Contract.
- (b) **Title Examination:** Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt of title evidence but no later than closing, of any defects that make the title unmarketable or unacceptable to Buyer. Seller will have 30 days from receipt of Buyer's notice of defects (Curative Period) to cure the defects at Seller's expense. If Seller cures the defects within the Curative Period, Seller will deliver written notice to Buyer and the parties will close the transaction on closing Date or within 10 days from Buyer's receipt of Seller's notice if Closing Date has passed. If Seller is unable using commercially reasonable efforts to cure the defects within the Curative Period, Seller will deliver written notice to Buyer and Buyer will, within 10 days from receipt of Seller's notice, either cancel this Contract or accept title with existing defects and close the transaction.
- (c) **Survey:** Buyer may, prior to Closing Date and at Buyer's expense, have the Property surveyed and deliver written notice to Seller, within 5 days from receipt of survey but no later than closing, of any encroachments on the Property, encroachments by the Property's improvements on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and Buyer's and Seller's obligations will be determined in accordance with subparagraph (b) above.

MISCELLANEOUS

9.EFFECTIVE DATE; TIME: The "Effective Date" of this Contract is the date on which the last of the parties initials or signs the latest offer. **Time is of the essence for all provisions of this Contract.** All time periods expressed as days will be computed in business days (a "business day" is every calendar day except Saturday, Sunday and national legal holidays), except for time periods greater than 60 days, which will be computed in calendar days. If any deadline falls on a Saturday, Sunday or national legal holiday, performance will be due the next business day. All time periods will end at 5:00 p.m. local time (meaning in the county where the Property is located) of the appropriate day.

10.NOTICES: All notices will be made to the parties and Broker by mail, personal delivery or electronic media. Buyer's failure to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will render that contingency null and void and the Contract will be construed as if the contingency did not exist.

11.COMPLETE AGREEMENT: This Contract is the entire agreement between Buyer and Seller. **Except for brokerage agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will not be recorded in any public records.

12.ASSIGNABILITY; PERSONS BOUND: Buyer may not assign this Contract without Seller's written consent. The terms "Buyer," "Seller," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives and assigns (if permitted) of Buyer, Seller and Broker.

DEFAULT AND DISPUTE RESOLUTION

13.DEFAULT: (a) **Seller Default:** If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without waiving the right to seek specific performance as per Paragraph 16. Seller will also be liable to Broker for the full amount of the brokerage fee. (b) **Buyer Default:** If Buyer fails to perform this Contract within the time specified, including timely payment of all deposits, Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific performance as per Paragraph 16.

14.DISPUTE RESOLUTION: This Contract will be construed under Florida law. All controversies, claims, and other matters in question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:

- (a) **(Disputes concerning entitlement to deposits made and agreed to be made:** Buyer and Seller will have 30 days from the date conflicting demands are made to attempt to resolve the dispute through mediation. If that fails, Escrow Agent will submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the Florida Real Estate Commission. Buyer and Seller will be bound by any resulting settlement or order.
- (b) **All other disputes:** Buyer and Seller will have 30 days from the date a dispute arises between them to attempt to resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding arbitration in the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the Florida Rules of Civil Procedure and the arbitrator will resolve all discovery related disputes. Any disputes with a real estate licensee named in Paragraph 17 will be submitted to arbitration only if the licensee's broker consents in writing to become a party to the proceeding. This clause will survive closing.
- (c) **Mediation and Arbitration; Expenses:** "Mediation" is a process in which parties attempt to resolve a dispute by submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally split the arbitrators' fees and administrative fees of arbitration. In a civil action to enforce an arbitration award, each party shall pay its own attorneys' fees, costs and expenses.

ESCROW AGENT AND BROKER

15.ESCROW AGENT: Buyer and Seller authorize Escrow Agent to receive, deposit and hold funds and other items in escrow and, subject to clearance, disburse them upon proper authorization and in accordance with the terms of this Contract, including disbursing brokerage fees. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

16.PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts, determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, etc.) and for tax, property condition, environmental and other specialized advice. Buyer acknowledges that Broker does not reside in the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records unless Broker indicates personal verification of the representation. Buyer agrees to rely solely on Seller, professional inspectors and governmental agencies for verification of the Property condition and facts that materially affect Property value. Buyer and Seller each assume full responsibility for selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

17. BROKERS: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Seller and Buyer acknowledge that the brokerage(s) named below are the procuring cause of this transaction. **Instruction to Closing Agent:** Seller direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the brokers, unless Broker has retained such fees from the escrowed funds. In the absence of such brokerage agreements, closing agent will disburse brokerage fees as indicated below as a Seller cost.

Daryl M. Carter
Real Estate Licensee

Maury L. Carter & Associates, Inc.
Broker / Brokerage fee : (\$ or % of Purchase Price) 5%

ADDITIONAL TERMS

18. ADDITIONAL TERMS: Seller shall make an allocation of the Purchase Price between tax parcels 03066-006-002 and 03066-004-000 (Megahee Enterprises, LTD, LLLP Parcel) and tax parcel 03066-004-001 (Pine Acres, LLC Parcel) prior to closing. The Buyer shall have no input into this allocation of values as it is in Seller's sole judgment. There shall be two separate Closing Statements, separate deeds, and one title policy, however each closing is contingent on the other closing simultaneously.

This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

OFFER AND ACCEPTANCE

(Check if applicable: D Buyer received a written real property disclosure statement from Seller before making this Offer.). Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a copy delivered to Buyer no later than _____ on this offer will be revoked and Buyer's deposit refunded subject to clearance of funds.

BUYER:

CITY OF ALACHUA, FLORIDA

Gib Coerper, Mayor

ATTEST:

Adam Boukari, City Manager/City Clerk

Approved as to form this ____ day of _____, 2019.

Marian B. Rush, City Attorney

Buyer(____) (____) and Seller(____) (____) acknowledge receipt of a copy of this page, which is Page 5 of 6

Megahee Enterprises, LTD., LLLP, a Florida Limited Liability Limited Partnership
By: Joan M. Jones
It's General Partner
Tax Parcel # 030366-006-002 and 03066-004-000

Date: 2/15/19 Seller: [Signature] Tax ID/SSN: 59-3550237
Joan M. Jones, General Partner
Phone: 352.336.9441 Address: 2513 SW 50th Blvd Gainesville, FL.
Email: joanmjones44@gmail.com 32608

Pine Acres, LLC, a Florida Limited Liability Company
Tax Parcel 03066-004-001

Date: 2/15/19 Seller: [Signature] Tax ID/SSN: 266-80-4915
Joan M. Jones, Manager
Phone: 352.336.9441 Address: 2513 S.W. 50th BLVD. Gainesville, FL.
Email: joanmjones44@gmail.com 32608

Seller counters Buyer's offer (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliver a copy of the acceptance to Seller by 5:00 p.m. on _____. Seller rejects Buyer's offer.

Effective Date: _____ (The date on which the last party signed or initialed acceptance of the final offer.)

Legal Description

Instrument #22927272, Alachua County Tax Roll Parcel No. 03066-004-001

A portion of Section 10, Township 8 South, Range 18 East, Alachua County, Florida, being more particularly described as follows:

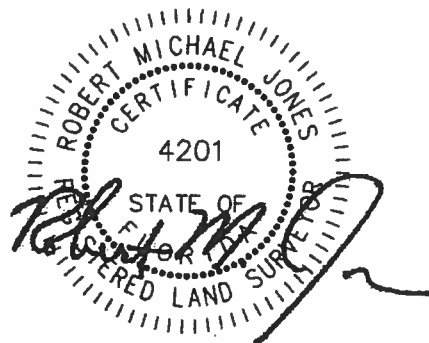
Commence at the Southwest corner of said Section and run thence N 01°53'57" W, 1352.21 feet; thence run N 87°04'18" E, 192 feet to the point of beginning; thence run S 02°19'14" E, 499.41 feet; thence run S 79°06'35" E, 200 feet to the West boundary of that certain parcel described in Official Records book 1096, page 457, of the Public Records of Alachua County, Florida; thence along the boundary line of said parcel through the following 3 courses: 1) N 02°19' 14" W, 40.00 feet; 2) S 79°06'35" E, 200.00 feet; 3) S 02°19'14" E, 240.00 feet to the North right-of-way line of U.S. Highway No. 441; thence S 79°06'35" E, along said North right-of-way line, 200 feet; thence N 01°14'35" W, 843.05 feet; thence S 87°04'18" W, 600 feet to the Point of Beginning.

Surveyor's Notes:

- 1) This Sketch of Description is not valid without the signature and the original raised seal of the signing Florida licensed surveyor and mapper.
- 2) Bearings are relative to an assumed datum with the West line of Section 10, Township 8 South, Range 18 East as being N01° 53' 57" W.
- 3) The Legal Description of the lands shown hereon is recorded in the official records of Alachua County, Florida and were furnished by the client.
- 4) Additions or deletions to this Sketch of Description are prohibited without written consent of the signing Florida licensed surveyor and mapper. The signing party is not responsible for additions, deletion or manipulation of the data contained in the topographic survey map or associated or digital file.
- 5) Lands described hereon were not abstracted by this firm for matters of record, such as easements, right of way, ownership or other instruments of record.
- 6) This firm did not address the identification or location of sovereign lands that may lie within or adjacent to the lands described and depicted hereon.
- 7) This Sketch of Description is certified for the exclusive use of: City of Alachua

Legend

R/W = Right of Way
PT = Point of Tangent
PC = Point of Curve
(P) = Plat
(C) = Calculated
O.R.B. = Official Records Book



ROBERT M. JONES

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
LICENSE No. LS 4201

THIS IS NOT A SURVEY

PROJECT TITLE:

City of Alachua
Legal Description and Sketch
Mill Creek Sink

Wood Environment & Infrastructure Solutions, Inc.

550 Northlake Blvd., Suite 1000
Altamonte Springs, FL 32701 USA
Phone: (407) 522-7570

Certificate of Authorization Number LB-0007932

wood.

DATE	BY	REVISION	DESCRIPTION
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DRAWN BY: J.S.P.	CHKD. BY: R.M.J.
DATE: 10/31/2018	DATE: 10/31/2018

JOB No. 6063180300	SCALE: N/A	SHT. 1 OF 2
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DRAWING NAME: 6063180300 - Mill Creek Sink parcels.dwg

S 87°04'18" W 600'

N 87°04'18" E
192'

POINT OF BEGINNING

S 02°19'14" E 499.41'

**Alachua County Tax Roll
Parcel No. 03066-004-001**

Instrument #22927272

8.53 Acres ±

N 01°14'35" W 843.05'

S 79°06'35" E 200'

West Boundary
O.R.B. 1096 page 457

S 76°06'35" E 200.00'

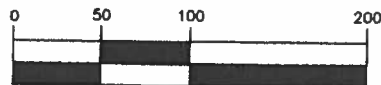
N 02°19'14" W 40'

S 02°19'14" E 240.00'

POINT OF COMMENCEMENTSouthwest corner Section 10
Township 8 South, Range 18 East

N 01°53'57" W 1352.21'

NORTH

GRAPHIC SCALE

(IN FEET)

1 inch = 100 ft.

THIS IS NOT A SURVEYU.S. HIGHWAY NO. 441
M. L. KING BLVD
North R/W Line
S 79°06'35" E 200.00'

PROJECT TITLE:

City of Alachua
Legal Description and Sketch
Mill Creek Sink**Wood Environment & Infrastructure Solutions, Inc.**550 Northlake Blvd., Suite 1000
Altamonte Springs, FL 32701 USA

Phone: (407) 522-7570

Certificate of Authorization Number LB-0007932

wood.

DATE	BY	REVISION	DESCRIPTION

DRAWN BY: J.S.P.	CHKD. BY: R.M.J.
DATE: 10/31/2018	DATE: 10/31/2018

JOB No. 6063180300	SCALE: N/A	SHT. 2 OF 2
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DRAWING NAME: 6063180300 - Mill Creek Sink parcels.dwg

Legal Description

ORB 2209 Page 2673, Alachua County Tax Roll Parcels No. 03066-004-000 and 03066-006-002

A tract of land situated in Sections 9 and 10, Township 8 South, Range 18 East, Alachua County, Florida, said tract of land being more particularly described as follows:

Commence at a concrete monument (no identification) at the Southwest corner of Section 10, Township 8 South, Range 18 East for a point of reference and run $NO1^{\circ}53'57''W$, along the West line of said Section 10, a distance of 1352.21 feet to a rebar and cap (LB021) and the Point of Beginning; thence run $N86^{\circ}58'54''E$, along the North line of the S. W. $\frac{1}{4}$ of the S. W. $\frac{1}{4}$ of said Section 10, a distance of 192.37 feet to a rebar and cap (LS#2115); thence run $S02^{\circ}16'18''E$, along the East line of the land described in Official Records Book 1894, Page 2319, and along the West line of the land described in Official Records Book 1862, page 2140, all of the Public Records of Alachua County, Florida, a distance of 409.56 feet to a concrete monument (no identification); thence run $N79^{\circ}15'49''W$, along the North line of the land described in Official Records Book 1614, page 766 of said Public Records, a distance of 97.17 feet to a concrete monument (LS#1824); thence continue $N79^{\circ}15'49''W$, a distance of 126.90 feet to a rebar and cap (LB021); thence run $S02^{\circ}20'19''E$, a distance of 205.19 feet to a rebar and cap (LB021) on the Northerly right of way line of a paved County Maintained Interstate Highway No. 75 Service Road; thence run $N79^{\circ}00'01''W$, along said right of way line, a distance of 58.82 feet to a concrete monument (no identification) at the beginning of a non-tangent curve concave Northeasterly and having a radius of 104.10 feet; thence run Northwesterly, along said right of way line, with said curve, through an arc angle of $73^{\circ}39'47''$, an arc distance of 133.84 feet (chord bearing and distance of $N42^{\circ}31'35''W$, 124.81 feet, respectively) to a concrete monument (no identification) at the end of said curve; thence run $N05^{\circ}40'07''W$, along said right of way line, a distance of 200.63 feet to a rebar and cap (F.D.O.T.) at the beginning of a non-tangent curve concave Westerly, said curve having a radius of 573.62 feet; thence run Northwesterly, along said right of way line, with said curve, through an arc angle of $24^{\circ}59'14''$, an arc distance of 250.16 feet (chord bearing and distance of $N18^{\circ}02'26''W$, 248.18 feet respectively) to a rebar and cap (F.D.O.T.) at the end of said curve; thence run $N32^{\circ}44'00''W$, along said right of way line, a distance of 12.04 feet to a concrete monument (no identification); thence run $N87^{\circ}01'07''E$, along the North line of said land as described in Official Records Book 1894, page 2319 of said Public Records, and along the South line of Parcel No. 1 as described in Official Records Book 167, page 185 of said Public Records, a distance of 251.03 feet to the Point of Beginning.

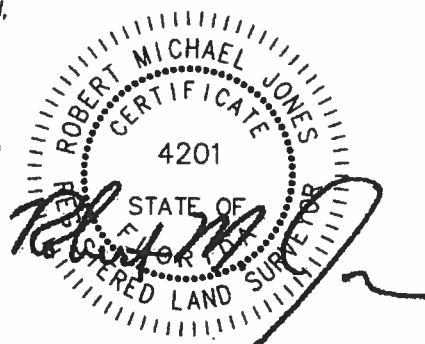
Surveyor's Notes:

- 1) This Sketch of Description is not valid without the signature and the original raised seal of the signing Florida licensed surveyor and mapper.
- 2) Bearings are relative to an assumed datum with the West line of Section 10, Township 8 South, Range 18 East as being $NO1^{\circ}53'57''W$.
- 3) The Legal Description of the lands shown hereon is recorded in the official records of Alachua County, Florida and were furnished by the client.
- 4) Additions or deletions to this Sketch of Description are prohibited without written consent of the signing Florida licensed surveyor and mapper. The signing party is not responsible for additions, deletion or manipulation of the data contained in the topographic survey map or associated or digital file.
- 5) Lands described hereon were not abstracted by this firm for matters of record, such as easements, right of way, ownership or other instruments of record.
- 6) This firm did not address the identification or location of sovereign lands that may lie within or adjacent to the lands described and depicted hereon.
- 7) This Sketch of Description is certified for the exclusive use of: City of Alachua

Legend

R/W = Right of Way
 PT = Point of Tangent
 PC = Point of Curve
 (P) = Plat
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THIS IS NOT A SURVEY



ROBERT M. JONES

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
 LICENSE No. LS 4201

PROJECT TITLE:

City of Alachua
 Legal Description and Sketch
 Mill Creek Sink

Wood Environment & Infrastructure Solutions, Inc.

550 Northlake Blvd., Suite 1000
 Altamonte Springs, FL 32701 USA

Phone: (407) 522-7570

Certificate of Authorization Number LB-0007932

wood.

DATE		BY	DESCRIPTION
REVISION			
DRAWN BY:	J.S.P.	CHKD. BY:	R.M.J.
DATE:	10/31/2018	DATE:	10/31/2018
JOB No.	6063180300	SCALE:	N/A
		SHT.	1
		OF	2
DRAWING NAME: 6063180300 - Mill Creek Sink parcels.dwg			

North line of lands described in
O.R.B. 1894 page 2319
South line of Parcel 1
O.R.B. 167 page 185

POINT OF BEGINNING

N 87°01'07" E 251.03'

N 86°58'54" E 192.37'

North line of the S.W. ¼
of the S.W. ¼ of Section 10

N 32°44'00" W
12.04'

Delta=24°59'14"

Radius=573.62'

Length=250.16'

CB=N18°02'26"W

CH=248.18'

East line of lands described in
O.R.B. 1894 page 2319

West line of lands described in
O.R.B. 1862 page 2140

Alachua County Tax Roll

Parcels 03066-004-000 & 03066-006-002

Official Records Book 2209 Page 2673

3.87 Acres ±

APRIL BLVD
County Maintained
1-75 Service Road

N 05°40'07" W 200.63'

North line of lands described in
O.R.B. 1614 page 766

N 79°15'49" W
126.90'

N 79°15'49" W
97.17'

Delta=73°39'47"

Radius=104.10'

Length=133.84'

CB=N42°31'35"W

CH=124.81'

N 79°00'01" W
58.82'

S 02°20'19" E 205.19'

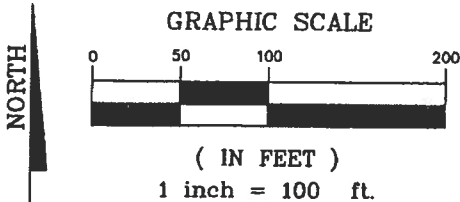
N 01°53'57" W
1352.21'

West line of Section 10

S 02°16'18" E 409.56'

POINT OF COMMENCEMENT

Southwest corner Section 10
Township 8 South, Range 18 East



THIS IS NOT A SURVEY

PROJECT TITLE:

City of Alachua
Legal Description and Sketch
Mill Creek Sink

Wood Environment & Infrastructure Solutions, Inc.

550 Northlake Blvd., Suite 1000
Altamonte Springs, FL 32701 USA

Phone: (407) 522-7570

Certificate of Authorization Number LB-0007932

wood.

DATE	BY	REVISION	DESCRIPTION

DRAWN BY: J.S.P.	CHKD. BY: R.M.J.
DATE: 10/31/2018	DATE: 10/31/2018

JOB No. 6063180300	SCALE: N/A	SHT. 2 OF 2
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DRAWING NAME: 6063180300 - Mill Creek Sink parcels.dwg

Exhibit B
Right of Entry (ROE)
to
Perform Surveys, Engineering,
Environmental, Appraisal
and
Other Feasibility Studies

The City of Alachua (COA) has entered in a Memorandum of Agreement number 16/17-182 with the Suwannee River Water Management District (SRWMD) dated April 7, 2018, and a subsequent First Amendment to that same Agreement on February 12, 2018. The Agreement provides for the COA to be reimbursed up to \$1,400,000 expended for the acquisition of land in the COA and the design and construction of a Water Quality Improvement facility known as the Mill Creek Sink Water Improvement Project. The Alachua County Tax Parcel Numbers and the Owners (OWNERS) of the land to be acquired are as follows:

1. Tax Parcel #03066-004-001, Pine Acres, LLC
2. Tax Parcel #03066-004-000 and Tax Parcel #03066-006-002, Megahee Enterprises, LTD., LLLP

and #3 as a site for a possibly required drainage easement:

3. Tax Parcel #03020-000-000, Megahee Enterprises, LTD., LLLP

The Memorandum of Agreement, SRWMD Contract No. 16/17-182, and its First Amendment require that the COA meet stringent requirements to qualify the property to be acquired using the funds to be reimbursed by the SRWMD Agreement. The requirements include, among others: property appraisals; environmental and ecological site assessments; property, topographic and tree surveys; boundary map and acreage certifications. The COA, its employees, agents and contractors require access to the identified properties in order to meet the terms and conditions of the agreement with the SRWMD.

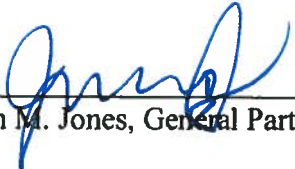
Therefore, the herein identified property owners, by the authorized signature of each being affixed hereto, authorizes the COA, its employees, agents and contractors access to the identified properties to perform tests, surveys, inspections, appraisals and other activity necessary to meet the requirements of the COA Agreement with the SRWMD.

The planned and anticipated closing of acquisition by COA of the identified Parcels of Owners is prior to December 31, 2018. Therefore, the access contemplated and granted by this ROE shall automatically terminate at noon on January 1, 2019 unless COA earlier acquires title or the intended closing is extended by written agreement of COA and OWNERS.

Further, should the contemplated acquisition of the Parcels not occur, COA shall return the Parcels to the condition existing prior to the date of this ROE.

This ROE shall not be recorded in the Public Records of Alachua or other County.

MEGAHEE ENTERPRISES, LTD., LLLP, A FLORIDA
LIMITED LIABILITY LIMITED PARTNERSHIP
BY: JOAN M. JONES
IT'S GENERAL PARTNER
(Tax Parcel #s 03066-006-002 and 03066-004-000)

By: 
Joan M. Jones, General Partner

2/15/19
Date

PINE ACRES, LLC, A LIMITED LIABILITY COMPANY
(Tax Parcel #s 03066-004-001)

By: 
Joan M. Jones, Manager

2/15/19
Date

CITY OF ALACHUA

By: _____
Gib Coerper, Mayor

Date