

Prepared by:
Sean M. McDermott, Esq.
CITY OF GAINESVILLE
Office of the City Attorney
P.O. Box 490, Station 46
Gainesville, FL 32627

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement"), is made and executed this ____ day of February, 2018, by and between the **City of Gainesville, a Florida municipal corporation**, whose address is Post Office Box 490, Gainesville, Florida 32627 ("Grantor"), and **LM Gainesville, LLC, a Delaware limited liability company**, whose address is c/o Landmark Properties, 315 Oconee Street, Athens, GA 30601 ("Grantee"). Grantor and Grantee are sometimes referred to herein, collectively, as the "Parties."

WITNESSETH:

WHEREAS, Grantee is the owner of a tract of land lying and being in the County of Alachua, State of Florida, as more particularly described on **Exhibit "A"** attached hereto ("Grantee Property"); and

WHEREAS, Grantor is the owner of a tract of land dedicated as a public right-of-way and lying directly adjacent to the Grantee Property as depicted on **Exhibit "B"** attached hereto ("Grantor Property"); and

WHEREAS, certain footings for the parking garage ("Parking Garage") constructed upon the Grantee Property encroaches onto the portion of the Grantor Property more particularly described on **Exhibit "C"** ("Easement Area"); and

WHEREAS, Grantor has agreed to grant an easement ("Easement") allowing Grantee to retain the portion of the Parking Garage located on the Grantor Property within the Easement Area, and for the use and occupancy thereof in connection with Grantee's operation of the Parking Garage.

NOW THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Easement; Consideration. Grantor hereby grants the Easement to Grantee, as an appurtenance to and for the benefit of the Grantee Property, solely for the retention of the portion of the Parking Garage located within the Easement Area (including the operation, maintenance and repair of the Parking Garage), and for the use and occupancy thereof in connection with Grantee's operation of the Parking Garage. If the Easement Area is used for any other purpose, Grantor shall have the option of immediately terminating this Easement.

Grantee shall not permit any use of the Easement Area in any manner that would obstruct or interfere with any public right-of-way, unless done in accordance with the Code of Ordinances of the City of Gainesville. Grantee shall further use and occupy the Easement Area in a safe and proper manner, shall not commit any waste thereon, and shall not cause or allow to be caused any nuisance or objectionable activity of any nature on the Easement Area. Grantee shall keep and maintain the Easement Area and any building or structure, now or hereafter erected thereon, in good and safe condition and repair at Grantee's own expense during the term of this Easement, and shall keep the same free and clear of any and all weeds, brush, or debris of any kind, so as to prevent the same from becoming dangerous, inflammable, or a nuisance.

Grantee shall pay to Grantor the sum of seventy-five thousand and no/100 dollars (\$75,000) no later than five business days after Grantor delivers a fully-executed original of this Easement to Grantee.

2. Term. This Agreement and the Easement granted herein shall remain in full force and effect unless, by removal or destruction, the Parking Garage no longer encroaches onto the Easement Area, in which event this Agreement and the Easement created hereby shall automatically terminate and have no further force and effect. Notwithstanding the automatic termination of this Agreement pursuant to the terms of this Section 2, upon Grantor's request, Grantee shall execute a recordable instrument formally acknowledging such termination.
3. Grantor Representations. Grantor represents to Grantee that Grantor is lawfully seized of the Easement Area, and that all requisite actions and consents have been received by Grantor in order to bind Grantor to the terms hereof upon execution of this Agreement.
4. Compliance with Laws. Grantee agrees to use the Easement Area in compliance with all federal, state, and municipal laws, ordinances, rules, or regulations, now in effect or hereafter enacted or adopted ("Laws") and the Grantee agrees not to use, nor suffer or permit any person to use in any manner whatsoever, the Easement Area or any part thereof for any illegal purpose, or for any purpose in violation of any Laws.
5. Indemnification. Grantee shall indemnify, defend, save, and hold harmless Grantor and all of its officers, employees, and agents from any and all claims, losses, liabilities, damages, costs, and expenses of any nature, including without limitation attorney's fees and disbursements, arising from, out of, or related to the act, error, omission, or negligence of Grantee or its

officers, employees, or agents due to any accident, happening, or occurrence on the Easement Area or arising in any manner from the exercise or attempted exercise of Grantee's rights hereunder whether the same regards person or property of any nature whatsoever, and regardless of the apportionment of negligence. Notwithstanding anything to the contrary set forth in this paragraph, Grantee shall have no obligation to indemnify, defend, save or hold harmless Grantor or any of its officers, employees or agents, from any claims, losses, liabilities, damages, costs, or expenses resulting from any act, error, omission or negligence of Grantor or any of its officers, employees or agents.

6. Insurance. Grantee at its expense shall maintain at all times during the term of this Easement comprehensive public liability insurance protecting Grantee and Grantor against any and all claims for injury and damage to persons and property, and for the loss of life or property occurring in, on, or about the Easement Area arising out of the act, negligence, omission, nonfeasance, or malfeasance of Grantee or its officers, employees, or agents. Such insurance shall be carried in a minimum \$1,000,000 combined single limit for bodily injury or death and property damage. All such policies shall be issued by companies authorized to do business in the State of Florida and all such policies shall contain a provision whereby the same cannot be cancelled or modified unless Grantor is given at least thirty (30) calendar days' prior written notice of such cancellation or modification at the address written above. Grantee shall provide Grantor certificates showing such insurance to be in place and showing Grantor as additional insured under the policies. If self-insured or under a risk management program, Grantee represents that such minimum coverage for liability will be provided for the Easement Area.
7. Sovereign Immunity. Grantee and Grantor agree that nothing in this Easement is intended to be or shall be interpreted as a waiver of Grantor's sovereign immunity granted under Section 768.28, Florida Statutes.
8. Nature of Easement. The Easement granted by Grantor shall run in favor of Grantee, all successor owners of the Grantee Property, and their respective mortgagees, and the right of use and occupancy of the Easement Area granted hereunder shall also run in favor of all patrons of the Parking Garage. This Agreement shall run with the land, shall be an appurtenant right inuring to the benefit of the Grantee Property, and shall be binding obligation upon the Grantor Property.
9. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflicts of laws principles. The Parties submit to the jurisdiction of the State of Florida, Alachua County and the courts thereof and to the jurisdiction of the United States District Court of the Northern District of Florida, for the purposes of any suit, action, or other proceeding relating to this Easement and agree not to assert by way of motion or a defense or otherwise that such action is brought in an inconvenient forum or that the venue of such action is improper or that the subject matter thereof may not be enforced in or by such courts.

10. Recitals; Entire Agreement; Modification. The recitals set forth above are incorporated herein by this reference as fully and with the same force and effect as if set forth herein at length. This Agreement contains the entire agreement between the Parties, and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein. Any amendments hereto must be in writing and signed by both of the Parties hereto (or their successors in ownership of the Grantee Property and Grantor Property.)
11. Attorney Fees. If either Party files suit or brings a judicial action or proceeding against the other for default or breach of any of the covenants, terms or conditions hereof, the prevailing party shall be entitled to receive its reasonable attorneys' fees, costs and expenses, whether incurred during pretrial, trial, appeal, collections, bankruptcy, or other level of proceeding.
12. Counterparts. This Agreement may be executed in counterparts. Each counterpart shall constitute an original document and evidence of the execution of this Agreement by the Party signing such counterpart. The combination of the counterparts shall constitute one agreement which shall not be effective and binding on either Party unless and until a counterpart has been signed by each Party to this Agreement

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE(S) TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement under seal as of the date first above written.

Signed, sealed, and delivered
in the presence of:

GRANTOR:

CITY OF GAINESVILLE,
a Florida municipal corporation

By:

Print Name:

As Its:

Omichele D. Gaaney
Witness
Omichele D. Gaaney
Print Name

Lauren Poe
Print Name: Lauren Poe
As Its: Mayor

Crystal N. Stone
Witness
Crystal N. Stone
Print Name

APPROVED AS TO FORM AND LEGALITY
By: Sean M. McDermott 3/15/18
Assistant City Attorney II
City of Gainesville, Florida

STATE OF Florida)
COUNTY OF Alachua) SS.

The foregoing instrument was acknowledged before me this 22 day of March, 2018,
by Lauren Poe, the Mayor of the City of Gainesville, a municipal
corporation, on behalf of said municipal corporation, who ☐ is personally known to me or ☐
has produced FL Drivers License as identification.

(NOTARY SEAL)

Betsy A. Byrne
(Notary Signature)

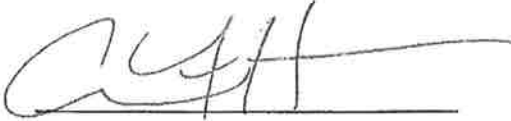
Betsy A. Byrne
(Notary Name Printed)

NOTARY PUBLIC

Commission #

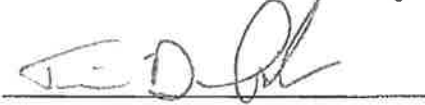


Signed, sealed, and delivered
in the presence of:



Witness

Amanda F. Henningsen
Print Name



Witness

Tim Fisher
Print Name

GRANTEE:

LM GAINESVILLE, LLC,
a Delaware limited liability company

By: 

Print Name: J. Wesley Rogers

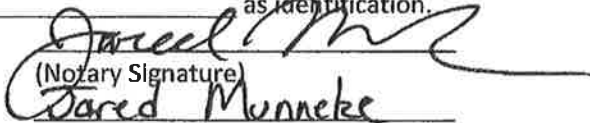
As its: Authorized Signatory

STATE OF Georgia)
COUNTY OF Clarke) SS.
Oconee

The foregoing instrument was acknowledged before me this 9th day of February, 2018,
by J. Wesley Rogers the Authorized Signatory of LM Gainesville, LLC, a Delaware
limited liability company, on behalf of said company, who ☒ is personally known to me or ☐
has produced _____ as identification.

(NOTARY SEAL)




(Notary Signature)

(Notary Name Printed)

NOTARY PUBLIC

Commission No. _____

EXHIBIT "A"

Legal Description of the Grantee Property

- - -

EXHIBIT "A"

PARCEL A:

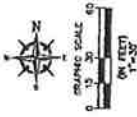
The Commercial Unit of the UNIVERSITY CORNERS COMMERCIAL CONDOMINIUM, together with an undivided interest in the common elements appurtenant thereto, according to the Declaration of Condominium of University Corners Commercial Condominium, recorded in Official Records Book 4451, Page 132, Public Records of Alachua County, Florida, and all exhibits attached thereto, and any amendments thereof.

Together with the following:

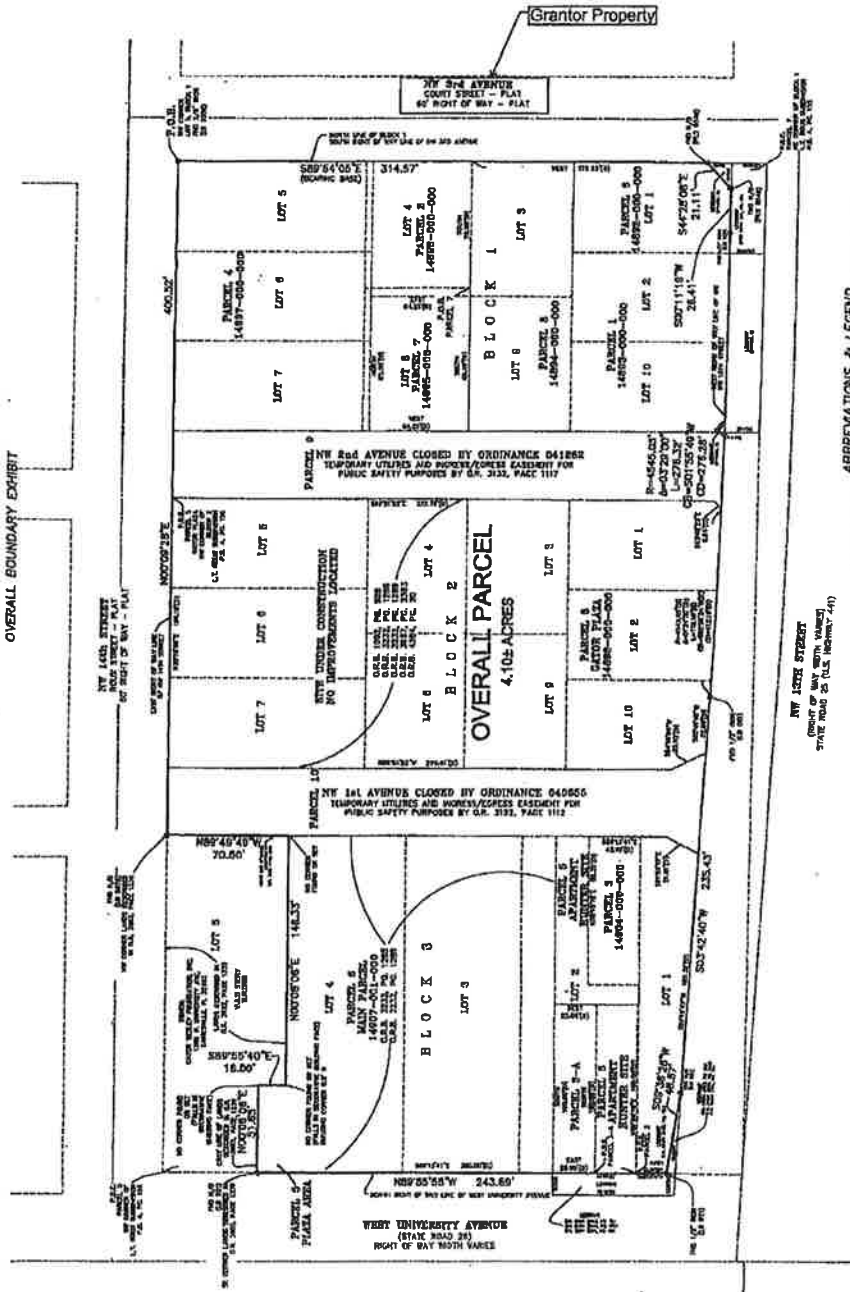
All rights and benefits under and pursuant to that certain Reciprocal Easement Agreement with Covenants to Share Costs for University Corners, dated August 12, 2016, recorded August 15, 2016 in Official Records Book 4453, Page 1065, of the Public Records of Alachua County, Florida.

EXHIBIT "B"

Depiction of the Grantor Property



UNIVERSITY CORNERS
COMMERCIAL CONDOMINIUM
SECTION 6, TOWNSHIP 10 SOUTH, RANGE 20 EAST
ALACHUA COUNTY, FLORIDA
OVERALL BOUNDARY EXHIBIT



ABBREVIATIONS & LEGEND

INVESTIGATIONS & RECORDS	
1. NAME	2. DATE
3. SEX	4. AGE
5. RACE	6. ETHNICITY
7. OCCUPATION	8. EDUCATION
9. MARITAL STATUS	10. RELIGION
11. SOCIAL HISTORY	12. SUBSTANCE USE
13. MEDICAL HISTORY	14. SURGICAL HISTORY
15. ALLERGIES	16. CURRENT MEDICATIONS
17. VITAL SIGNS	18. PHYSICAL EXAMINATION
19. LABORATORY TESTS	20. IMAGING STUDIES
21. TREATMENT PLAN	22. FOLLOW-UP
23. PATIENT EDUCATION	24. CARE COORDINATION
25. PROGNOSIS	26. DISCHARGE INSTRUCTIONS
27. REFERRAL SOURCE	28. CONSULTATION
29. SECOND OPINION	30. SPECIALIST REFERENCE
31. PATIENT COMPLAINT	32. HISTORY OF PRESENT ILLNESS
33. REVIEW OF SYSTEMS	34. PHYSICIAN'S ASSESSMENT
35. DIFFERENTIAL DIAGNOSIS	36. WORKING DIAGNOSIS
37. RATIONALE FOR TREATMENT	38. MONITORING PLAN
39. EVALUATION OF OUTCOME	40. PATIENT SIGNED
41. PHYSICIAN SIGNED	42. NURSE SIGNED
43. SOCIAL WORKER SIGNED	44. DIETITIAN SIGNED
45. PHARMACEUTICIAN SIGNED	46. RESPIRATORY THERAPIST SIGNED
47. OCCUPATIONAL THERAPIST SIGNED	48. RECREATION THERAPIST SIGNED
49. AUDIOLOGIST SIGNED	50. OPTOMETRIST SIGNED
51. DENTIST SIGNED	52. MENTAL HEALTH PROFESSIONAL SIGNED
53. OTHER SPECIALIST SIGNED	54. PATIENT/LEGAL GUARDIAN SIGNED
55. WITNESSES SIGNED	56. CHART REVIEW
57. MEDICAL RECORDS	58. LABORATORY RECORDS
59. RADIOLOGY RECORDS	60. SURGICAL RECORDS
61. ANESTHESIOLOGY RECORDS	62. INTENSIVE CARE RECORDS
63. TRANSFERS	64. DISCHARGE SUMMARY
65. DEATH CERTIFICATE	66. AUTOPSY REPORT
67. CORONER'S REPORT	68. MEDICAL EXAMINER'S REPORT
69. FORENSIC PATHOLOGY	70. TOXICOLOGY REPORT
71. PSYCHOLOGICAL EVALUATION	72. PSYCHIATRIC EVALUATION
73. NEUROLOGICAL EVALUATION	74. EYE EXAMINATION
75. EAR, NOSE, AND THROAT EXAMINATION	76. DENTIST EXAMINATION
77. SKIN EXAMINATION	78. OBSTETRIC EXAMINATION
79. Gynecological Examination	80. PROCTOLOGICAL EXAMINATION
81. UROLOGICAL EXAMINATION	82. ORTHOPEDIC EXAMINATION
83. PHYSIOLOGICAL EXAMINATION	84. FUNCTIONAL EXAMINATION
85. VITALITY EXAMINATION	86. SENSORY EXAMINATION
87. MOTOR EXAMINATION	88. REFLEX EXAMINATION
89. COORDINATION EXAMINATION	90. BALANCE EXAMINATION
91. GAIT EXAMINATION	92. STABILITY EXAMINATION
93. ENDURANCE EXAMINATION	94. FLEXIBILITY EXAMINATION
95. STRENGTH EXAMINATION	96. RANGE OF MOTION EXAMINATION
97. JOINT EXAMINATION	98. MUSCLE EXAMINATION
99. TENDON EXAMINATION	100. LIGAMENT EXAMINATION
101. BONE EXAMINATION	102. CARTILAGE EXAMINATION
103. SYNOVIAL EXAMINATION	104. MENISCUS EXAMINATION
105. CRUCIATE EXAMINATION	106. COLLATERAL EXAMINATION
107. LACHMAN EXAMINATION	108. PEARL EXAMINATION
109. APLEY EXAMINATION	110. McMURRAY EXAMINATION
111. THOMAS EXAMINATION	112. FABER-JACOBSON EXAMINATION
113. TILTING EXAMINATION	114. GALLAGHER EXAMINATION
115. BURTON EXAMINATION	116. HERRICK EXAMINATION
117. JOINT SPACE EXAMINATION	118. CRACKING EXAMINATION
119. CRACKING EXAMINATION	120. CRACKING EXAMINATION

PREPARED BY
JOHNSTON'S
SURVEYING, INC.

800 Brady Lane, Hendersonville, North Carolina 27534-2000
(919) 834-2120 • Fax (919) 834-2144

SEE SHEET 2 OF 12 FOR
LEGAL DESCRIPTION

EXHIBIT "C"

Legal Description of the Easement Area



JACKSONVILLE | GAINESVILLE | OCALA
8563 Argyle Business Loop, Ste. 3, Jacksonville, Florida 32244
132 NW 76th Drive, Gainesville, Florida 32607
101 NE 1st Avenue, Ocala, Florida 34470
WWW.CHW-INC.COM

DESCRIPTION

DATE: 4 APRIL 2017

CLIENT: LANDMARK PROPERTIES

PROJECT NAME: THE STANDARD AT GAINESVILLE

PROJECT NO: 15-0182

DESCRIPTION FOR: NW 3rd AVENUE CONCRETE FOUNDATION ENCROACHMENTS

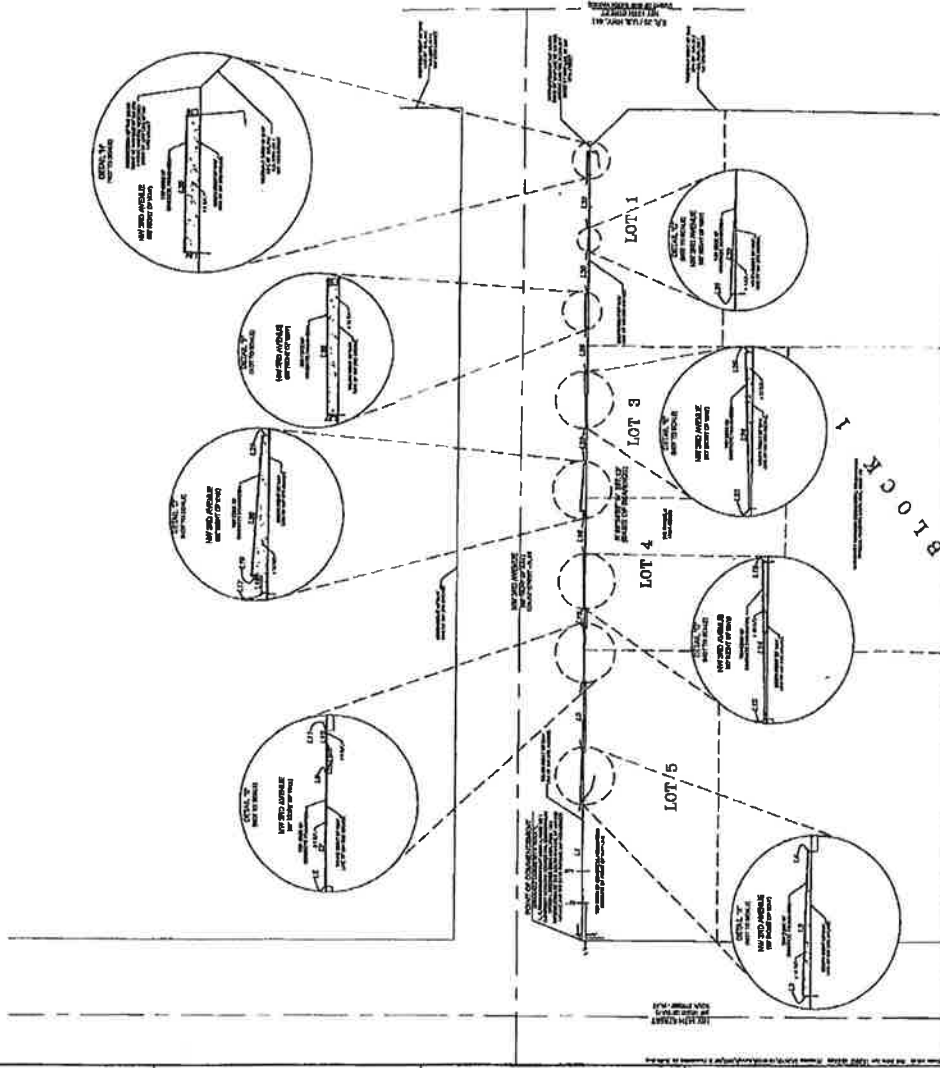
A PORTION OF NW 3rd AVENUE RIGHT OF WAY (A 60 FOOT PUBLIC RIGHT OF WAY) LYING NORTH OF BLOCK 1, L. T. ROUX SUBDIVISION AS RECORDED IN PLAT BOOK A, PAGE 155 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, ALSO NOW KNOWN AS UNIVERSITY CORNERS COMMERCIAL CONDOMINIUM ACCORDING TO THE DECLARATION OF CONDOMINIUM AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4451 AT PAGE 132 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA AND AS DEPICTED GRAPHICALLY IN CONDOMINIUM MAP BOOK 31 AT PAGE 80 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 5, BLOCK 1, OF SAID L. T. ROUX SUBDIVISION, NOW KNOWN AS SAID UNIVERSITY CORNERS COMMERCIAL CONDOMINIUM, FOR A POINT OF REFERENCE, SAID POINT ALSO BEING THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF SAID NW 3rd AVENUE WITH THE EAST RIGHT OF WAY LINE OF NORTHWEST 14th STREET, (A 60 FOOT RIGHT OF WAY), FOR A POINT OF REFERENCE; THENCE RUN SOUTH 89°54'05"EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 55.55 FEET TO IT'S INTERSECTION WITH THE TOP EDGE OF A CONCRETE FOUNDATION AND THE **POINT OF BEGINNING**; THENCE RUN NORTH 01°17'13"EAST, ALONG THE TOP EDGE OF SAID CONCRETE FOUNDATION, A DISTANCE OF 1.02 FEET; THENCE CONTINUE ALONG THE TOP EDGE OF SAID CONCRETE FOUNDATION, SOUTH 88°12'12" EAST, A DISTANCE OF 18.99 FEET; THENCE CONTINUE ALONG SAID TOP EDGE OF CONCRETE FOUNDATION, SOUTH 02°30'22" EAST, A DISTANCE OF 0.45 FEET TO IT'S INTERSECTION WITH THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF NORTHWEST 3rd AVENUE; THENCE RUN SOUTH 89°54'05" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 28.35 FEET TO IT'S INTERSECTION WITH THE TOP EDGE OF A CONCRETE FOUNDATION; THENCE RUN NORTH 02°59'36" EAST, ALONG SAID TOP EDGE OF A CONCRETE FOUNDATION, A DISTANCE OF 0.12 FEET; THENCE CONTINUE ALONG SAID TOP EDGE OF A CONCRETE FOUNDATION, SOUTH 89°34'08" EAST, A DISTANCE OF 14.95 FEET; THENCE CONTINUE ALONG SAID TOP EDGE OF A CONCRETE FOUNDATION, SOUTH 00°22'46" WEST, A DISTANCE OF 0.03 FEET TO IT'S INTERSECTION WITH THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF NORTHWEST 3rd AVENUE; THENCE RUN SOUTH 89°54'05" EAST, ALONG SAID SOUTH RIGHT OF WAY OF NORTHWEST 3rd AVENUE, A DISTANCE OF 3.77 FEET TO IT'S INTERSECTION WITH THE TOP EDGE OF A CONCRETE FOUNDATION; THENCE RUN NORTH 88°31'54" EAST, ALONG SAID TOP EDGE OF A CONCRETE FOUNDATION, A DISTANCE OF 1.86 FEET; THENCE CONTINUE ALONG SAID TOP EDGE OF A CONCRETE FOUNDATION, SOUTH 00°01'08" EAST, A DISTANCE OF 0.05 FEET TO IT'S INTERSECTION WITH THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF NORTHWEST 3rd AVENUE; THENCE RUN SOUTH 89°54'05" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE OF NORTHWEST 3rd AVENUE, A DISTANCE OF 8.22 FEET TO IT'S INTERSECTION WITH THE TOP EDGE OF A CONCRETE FOUNDATION; THENCE RUN NORTH 02°21'10" EAST, ALONG SAID TOP EDGE OF A

CONCRETE FOUNDATION, A DISTANCE OF 0.27 FEET; THENCE CONTINUE ALONG SAID TOP EDGE OF A CONCRETE FOUNDATION, NORTH 88°57'20" EAST, A DISTANCE OF 20.59 FEET; THENCE CONTINUE ALONG SAID TOP EDGE OF A CONCRETE FOUNDATION, SOUTH 01°44'00" EAST, A DISTANCE OF 0.68 FEET TO IT'S INTERSECTION WITH THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF NORTHWEST 3rd AVENUE; THENCE RUN SOUTH 89°54'05"EAST, ALONG SAID SOUTH RIGHT OF WAY LINE OF NORTHWEST 3rd AVENUE, A DISTANCE OF 15.52 FEET TO IT'S INTERSECTION WITH THE TOP EDGE OF A CONCRETE FOUNDATION; THENCE RUN NORTH 07°47'28" EAST, ALONG SAID TOP EDGE OF A CONCRETE FOUNDATION, A DISTANCE OF 0.76 FEET; THENCE CONTINUE ALONG SAID TOP EDGE OF A CONCRETE FOUNDATION, SOUTH 89°19'16 EAST, A DISTANCE OF 2.18 FEET; THENCE CONTINUE ALONG SAID TOP EDGE OF A CONCRETE FOUNDATION NORTH 03°43'43" EAST, A DISTANCE OF 1.35 FEET; THENCE CONTINUE ALONG SAID TOP EDGE OF A CONCRETE FOUNDATION, SOUTH 86°18'51" EAST, A DISTANCE OF 18.49 FEET; THENCE CONTINUE ALONG SAID TOP EDGE OF A CONCRETE FOUNDATION SOUTH 03°30'01" EAST, A DISTANCE OF 0.93 FEET TO IT'S INTERSECTION WITH THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF NORTHWEST 3rd AVENUE; THENCE RUN SOUTH 89°54'05" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE OF NORTHWEST 3rd AVENUE, A DISTANCE OF 15.03 FEET TO THE TOP EDGE OF A CONCRETE FOUNDATION; THENCE RUN NORTH 00°16'02" WEST, ALONG SAID TOP EDGE OF A CONCRETE FOUNDATION, A DISTANCE OF 0.27 FEET; THENCE CONTINUE ALONG SAID TOP EDGE OF A CONCRETE FOUNDATION, NORTH 88°03'21" EAST, A DISTANCE OF 20.63 FEET; THENCE CONTINUE ALONG SAID TOP EDGE OF A CONCRETE FOUNDATION, SOUTH 04°48'42" EAST, A DISTANCE OF 1.01 FEET TO IT'S INTERSECTION WITH THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF NORTHWEST 3rd AVENUE, THENCE RUN SOUTH 89°54'05" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE OF NORTHWEST 3rd AVENUE, A DISTANCE OF 18.41 FEET TO IT'S INTERSECTION WITH THE TOP EDGE OF A CONCRETE FOUNDATION; THENCE RUN NORTH 01°52'19" EAST, ALONG SAID TOP EDGE OF A CONCRETE FOUNDATION, A DISTANCE OF 1.06 FEET; THENCE CONTINUE ALONG SAID TOP EDGE OF A CONCRETE FOUNDATION, NORTH 89°44'29" EAST, A DISTANCE OF 12.82 FEET; THENCE CONTINUE ALONG SAID TOP EDGE OF A CONCRETE FOUNDATION, SOUTH 00°27'35" EAST, A DISTANCE OF 1.13 FEET TO IT'S INTERSECTION WITH THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF NORTHWEST 3rd AVENUE; THENCE RUN SOUTH 89°54'05" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE OF NORTHWEST 3rd AVENUE, A DISTANCE OF 18.22 FEET TO IT'S INTERSECTION WITH THE TOP EDGE OF A CONCRETE FOUNDATION; THENCE RUN NORTH 02°14'23" WEST, ALONG SAID TOP EDGE OF A CONCRETE FOUNDATION, A DISTANCE OF 0.35 FEET; THENCE CONTINUE ALONG SAID TOP EDGE OF A CONCRETE FOUNDATION, SOUTH 87°11'23" EAST, A DISTANCE OF 7.37 FEET TO IT'S INTERSECTION WITH THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF NORTHWEST 3rd AVENUE; THENCE RUN SOUTH 89°54'05" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE OF NORTHWEST 3rd AVENUE, A DISTANCE OF 22.25 FEET TO IT'S INTERSECTION WITH THE TOP EDGE OF A CONCRETE FOUNDATION; THENCE RUN NORTH 03°22'00" EAST, ALONG SAID TOP EDGE OF A CONCRETE FOUNDATION 0.95 FEET; THENCE CONTINUE ALONG SAID TOP EDGE OF A CONCRETE FOUNDATION SOUTH 89°42'35" EAST, A DISTANCE OF 8.97 FEET; THENCE CONTINUE ALONG SAID TOP EDGE OF A CONCRETE FOUNDATION SOUTH 05°10'18" EAST, A DISTANCE OF 0.93 FEET TO IT'S INTERSECTION WITH THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF NORTHWEST 3rd AVENUE; THENCE RUN NORTH 89°54'05" WEST, ALONG SAID SOUTH RIGHT OF WAY LINE OF NORTHWEST 3rd AVENUE, A DISTANCE OF 257.13 FEET TO THE **POINT OF BEGINNING**.

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

SKETCH AND LEGAL DESCRIPTION LOCATED IN SECTION 6, TOWNSHIP 10 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA *SKETCH - NOT A BOUNDARY SURVEY*



LOT	AREA	PERCENT
1	1.00	20.00
2	1.00	20.00
3	1.00	20.00
4	1.00	20.00
5	1.00	20.00
TOTAL	5.00	100.00

DESCRIPTION:
 This map is a sketch of the Block 1, located in Section 6, Township 10 South, Range 20 East, Alachua County, Florida. The Block 1 is divided into five lots, each of which is described in detail in the accompanying table. The sketch is not a boundary survey, and the boundaries shown are only for reference purposes. The actual boundaries of the lots should be determined by a professional surveyor.

LEGEND:
 - LOT 1
 - LOT 2
 - LOT 3
 - LOT 4
 - LOT 5

NOTES:
 1. The Block 1 is located in Section 6, Township 10 South, Range 20 East, Alachua County, Florida.
 2. The Block 1 is divided into five lots, each of which is described in detail in the accompanying table.
 3. The sketch is not a boundary survey, and the boundaries shown are only for reference purposes.
 4. The actual boundaries of the lots should be determined by a professional surveyor.