Regular City Commission Meeting
Agenda
November 15, 2021

Mayor Gib Coerper	**City Manager Mike DaRoza**
Vice Mayor Shirley Green Brown	City Attorney Marian Rush
Commissioner Jennifer Blalock	
Commissioner Dayna Miller	
Commissioner Robert Wilford	

The City Commission will conduct a
Regular City Commission Meeting
At 6:00 PM
to address the item(s) below.

Meeting Date: November 15, 2021

Meeting Location: James A Lewis Commission Chambers
15100 NW 142 Ter.

City Commission Meeting

Notice given pursuant to Section 286.0105, Florida Statutes. In order to appeal any decision made at this meeting, you will need a verbatim record of the proceedings. It will be your responsibility to ensure such a record is made.

CALL TO ORDER

INVOCATION

PLEDGE TO THE FLAG

APPROVAL OF THE AGENDA

APPROVE READING OF PROPOSED ORDINANCES AND RESOLUTIONS BY TITLE ONLY

I. SPECIAL PRESENTATIONS

A. Alachua Elementary Artwork Certificate Presentation

II. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

(**Please Limit to 3 Minutes**. Any citizen who is unable to speak at this time will have an opportunity to speak at the end of the meeting)

III. COMMITTEE REPORTS/COMMITTEE APPOINTMENTS/CITY ANNOUNCEMENTS

IV. PUBLIC HEARINGS AND ORDINANCES

(Presentations, other than the applicant, please limit to **3 Minutes**)

A. Alachua Crossings Minor Subdivision Final Plat: A request by Chad Colson of CHW,Inc., for a Final Plat for Alachua Crossings Minor Subdivision, which proposes the plat of a ±16.02 acre subject property into two lots, along with common areas and an easement for ingress/egress (Parcel 05885-010-003) (Quasi-Judicial Hearing).

B. Preliminary Plat – Convergence Research Park: A request by Robert Walpole, P.E., of Causseaux, Hewett, & Walpole, Inc., applicant and agent for the University of Florida Foundation, Inc., property owner, for consideration of the Preliminary Plat of Convergence Research Park, which proposes the subdivision of a ±109.0 acre subject property into a total of 273 lots, with associated common areas and right-of-way, generally located south of the San Felasco Parkway, east of County Road 241, and north of Shaw Farms of Alachua; Tax Parcel Number 03970-000-000 and a portion of Tax Parcel Number 03929-000-000 (Quasi-Judicial Hearing).

V. AGENDA ITEMS

A. Amendment No 2 to Subdividers Agreement for Briarwood Phase 1

B. Phasing Schedule Adjustment for Tara Baywood Preliminary Plat: A request by Logan Peters, P.E., of JBPro, Inc., applicant and agent for Tara Baywood, property owner, for consideration of phasing schedule adjustment for the preliminary plat for the Tara Baywood Subdivision, which proposes the subdivision of a ±36.37 acre subject property into 211 lots. Tax Parcel Number 03067-063-000.

C. Federal Fiscal Year (FFY) 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Florida JAG-Direct (JAGD) Grant Application

D. Resolution 22-02: Amending the City of Alachua Fiscal Year 2020-2021 General Fund Budget; Authorizing the Transfer and Appropriation of $87,883 from the General Fund Contingency to the Alachua Police, Human Resources and the Recreation and Culture Department Budgets

E. Resolution 22-04: Amending the Fiscal Year 2021-2022 Budget for the receipt of unanticipated revenue; Increasing the CRA Special Revenue Fund to appropriate revenues and expenses related to the Rural Business Services program of the United States Department of Agriculture Grant

F. Alachua Water Quality and Resiliency Improvement Project Grant

G. Resolution 22-03: Amending the Fiscal Year 2021-2022 Budget for the receipt of unanticipated revenue; Increasing the Water Utility Enterprise Fund to appropriate revenues and expenses related to American Rescue Plan Act (ARPA) Coronavirus Local Fiscal Recovery Fund Grant

VI. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

(**Please Limit to 3 Minutes.** Any citizen who did not speak during the Citizen Comments period at the beginning of the meeting may do so at this time.)

VII. COMMENTS FROM CITY MANAGER AND CITY ATTORNEY

VIII. COMMISSION COMMENTS/DISCUSSION

ADJOURN

CONSENT AGENDA

CONSENT AGENDA ITEMS

October 11, 2021 City Commission Meeting Minutes

October 25, 2021 City Commission Meeting Minutes

Public Services - Powerline Vegetation Maintenance and Tree Trimming Services

Public Services - Warehouse Inventory Purchase

City of Alachua
THE GOOD LIFE COMMUNITY

Commission Agenda Item

MEETING DATE: 11/15/2021
SUBJECT: Alachua Elementary Artwork Certificate Presentation
PREPARED BY: LeAnne Williams, Deputy City Clerk

RECOMMENDED ACTION:
Mayor Coerper and Ann Robles to present certificates to the students.

Summary

Recognition of the student artists and presentation of art certificates to Alachua Elementary fourth grade students who currently have their artwork, Cold & Warm, featured on display in the foyer of City Hall.

City of Alachua
THE GOOD LIFE COMMUNITY

Commission Agenda Item

MEETING DATE: 11/15/2021
SUBJECT: Alachua Crossings Minor Subdivision Final Plat: A request by Chad Colson of CHW,Inc., for a Final Plat for Alachua Crossings Minor Subdivision, which proposes the plat of a ±16.02 acre subject property into two lots, along with common areas and an easement for ingress/egress (Parcel 05885-010-003) (Quasi-Judicial Hearing).
PREPARED BY: Adam Hall, AICP, Principal Planner

RECOMMENDED ACTION:
Staff recommends that, based upon the competent substantial evidence presented at this hearing, the presentation before the Commission, and Staff's recommendation, the City Commission:

1. Approve the Minor Subdivision / Final Plat for the replat of Alachua Crossings
2. Authorize the Mayor to sign the Final Plat; and,
3. Authorize the City Attorney to sign the Final Plat, approving their legal form and sufficiency.

Summary

This application is a request by Chad Colson, of CHW, Inc., applicant and agent for Alachua Crossings, LLC, property owner, for consideration of the final plat of Alachua Crossings Minor Subdivision, which proposes the plat of a ±16.02 acre subject property into two lots, along with common areas and an easement for ingress/egress. The purpose of the proposed replat is to create two new lots and provide for maintenance of common areas such as stormwater facilities and the access driveway.

The subject property consists of Tax Parcel Number 05885-010-003. There is an existing office building located on one of the proposed lots at 5550 NW 111th Boulevard.

Development within the proposed subdivision is currently connected to potable water and wastewater facilities. Stormwater for the proposed development is conveyed to and treated by an existing stormwater retention system.

Section 2.4.10(G)(5) of the City's Land Development Regulations (LDRs) establishes the requirements for a final plat. An analysis of the application's compliance with the applicable standards of this section has been provided within this report.

At the October 12, 2021 Planning and Zoning Board hearing, the Board voted 5-0 in favor of forwarding the final plat application to the City Commission with a recommendation to approve.

ATTACHMENTS:

Description

- Proposed Plat
- Staff Report and Staff Supporting Materials
- Application and Supporting Materials
- Public Notice Materials for 10/12/21 PZB Meeting
- Public Comment Received

- Public Comment Received
- Title Commitment
- Public Notice Materials for the 11/15/21 City Commission Hearing
- Draft 10/12/21 PZB Minutes

ALACHUA CROSSINGS

LYING IN THE SW 1/4 OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 19 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

CHW Professional Consultants

11801 Research Drive
Alachua, Florida 32615
(352) 331-1976
www.chw-inc.com

est. 1988 FLORIDA CA-5075

MINOR SUBDIVISION
BOOK __, PAGE __
SHEET TWO OF TWO

SURVEYORS NOTES:

1. BEARINGS SHOWN HEREON ARE REFERRED TO AN ASSUME VALUE OF NORTH 40°10'50" EAST FOR THE EASTERLY LINE OF THE PARENT PARCEL, SAID BEARING IS IDENTICAL WITH THE DEED RECORDED IN OFFICIAL RECORDS BOOK 4821, PAGE 1902, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.
2. THE ERROR OF CLOSURE FOR THE BOUNDARY OF THIS MINOR SUBDIVISION DOES NOT EXCEED 1:5000.
3. INFORMATION FROM FEDERAL EMERGENCY MANAGEMENT AGENCY, (F.E.M.A.) FLOOD INSURANCE RATE MAP(S), SHOWN ON THIS MAP WAS CURRENT AS OF THE REFERENCED DATE. MAP REVISIONS AND AMENDMENTS ARE PERIODICALLY MADE BY LETTER AND MAY NOT BE REFLECTED ON THE MOST CURRENT MAP.
4. DEVELOPMENT STANDARDS FOR THE SUBJECT PROPERTY SHALL BE IN ACCORDANCE WITH THE CITY OF ALACHUA, CI ZONING DISTRICT.
5. ALL DISTANCES SHOWN HEREON ARE IN FEET AND INTENDED TO BE ACCURATE TO THE HUNDREDTH OF A FOOT.
6. LOT CORNERS SHALL BE SET IN CONFORMANCE WITH CHAPTER 177.091 (9) OF FLORIDA STATUES.
7. MUNICIPAL WATER AND SEWER ARE AVAILABLE TO THIS SITE VIA U.S HIGHWAY NO 441.
8. THIS MINOR SUBDIVISION IS SUBJECT TO A DEVELOPER AGREEMENT AS RECORDED IN O.R.B. 3840, PG. 1589. DESCRIPTION IS BLANKET IN NATURE AND COVERS THE PLAT.
9. THIS MINOR SUBDIVISION IS SUBJECT TO A EASEMENT AS RECORDED IN O.R.B. 3679, PG. 162. DESCRIPTION IS BLANKET IN NATURE AND COVERS THE PLAT.
10. THIS MINOR SUBDIVISION MAY OR MAY NOT BE SUBJECT TO A AGREEMENT CONCERNING WATER AND WASTEWATER SERVICES AS RECORDED IN O.R.B. 1628, PG. 2553. DESCRIPTION IS BLANKET IN NATURE AND COVERS THE SUBJECT PARCEL.
11. THIS PLAT CONSISTS OF TWO SHEETS AND IS NOT COMPLETE WITHOUT BOTH SHEETS. SEE SHEET ONE FOR VICINITY MAP, PARCEL DESCRIPTIONS, OWNERS DEDICATION, COUNTY APPROVALS, SURVEYOR'S CERTIFICATE AND COMPLETE SURVEYOR'S NOTES. SEE SHEET TWO FOR DETAILED SUBDIVISION INFORMATION.

GRAPHIC SCALE
0 25 50 100

POINT OF COMMENCEMENT
NORTHWEST CORNER OF THE SW 1/4 OF THE SW 1/4 OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 19 EAST (3/4" IRON PIPE WITH NO IDENTIFICATION)

L1 (2742) L2 N 88°39'32" E 667.27' (1824, TOP BROKEN) NORTH LINE OF SW 1/4 OF THE SW 1/4 OF SECTION 27

S 01°12'44" E 675.46'

N 88°28'31" E 333.74'

POINT OF BEGINNING
PARENT PARCEL, COMMON AREA "A" / DRAINAGE EASEMENT, NORTHWESTERLY CORNER OF LANDS DESCRIBED IN O.R.B. 2304 PAGE 599
(FOUND 4" X 4" CONCRETE MONUMENT STAMPED "1824")

POINT OF BEGINNING
LOT 1

S 89°57'24" E 123.07' C12 20' B.S.L. 44.30'

POINT OF BEGINNING
COMMON AREA "B" / INGRESS, EGRESS & UTILITY EASEMENT

110.39' S (N) 41°32'24" E (W) 248.41' 68.00' 138.11' 20' B.S.L.

POINT OF BEGINNING
COMMON AREA "C" / DRAINAGE EASEMENT

POINT OF BEGINNING
LOT 2

S 59°45'13" W 750.07'

N 3°30'12" W 256.35'

S 1°13'00" E 524.37'

N 1°13'00" W 493.97'

S 48°16'50" W 429.46'

N 48°16'50" E 429.46'

S 88°16'11" W 327.27'

N 88°16'11" E 334.42'

S 88°04'51" W 334.90'

N 88°04'51" E 334.90'

S 40°10'56" W 1057.67'

N 40°10'56" E 1057.67' (BASIS OF BEARINGS)

S 38°49'44" E 469.30'

N (S) 51°10'56" E (W) 179.09'

N(S) 51°10'56" E(W) 179.10'

COMMON AREA "A" / DRAINAGE EASEMENT
±2.819 ACRES

COMMON AREA "B" / INGRESS, EGRESS & UTILITY EASEMENT
±3.076 ACRES

COMMON AREA "C" / DRAINAGE EASEMENT
±0.539 ACRES

LOT 1
±2.279 ACRES

LOT 2
±8.252 ACRES

INGRESS & EGRESS EASEMENT DESCRIBED IN O.R.B. 4818 PAGE 1898

AGREEMENT DESCRIBED IN O.R.B. 3666, PAGE 12

SW CORNER OF LANDS DESCRIBED IN O.R.B. 4821 PAGE 1904

SOUTHERLY LINE OF LANDS DESCRIBED IN O.R.B. 4821 PAGE 1904

SOUTHERLY LINE OF LANDS DESCRIBED IN O.R.B. 4821 PAGE 1904

WEST LINE OF LANDS DESCRIBED IN O.R.B. 4821 PAGE 1904

NORTH LINE OF LANDS DESCRIBED IN O.R.B. 2304 PAGE 599

FLOOD ZONE "A"

APPROXIMATE FLOOD ZONE LINE

FLOOD ZONE "X"

UNPLATTED LANDS
PARCEL ID: 05685-010-011
LANDS DESCRIBED IN O.R.B. 4821, PAGE 1904
CONTAINS: 6.31 ACRES, MORE OR LESS

UNPLATTED LANDS
PARCEL ID: 05685-000-000
LANDS DESCRIBED IN O.R.B. 4821, PAGE 1902
CONTAINS: 13.58 ACRES, MORE OR LESS

UNPLATTED LANDS
PARCEL ID: 05957-000-000
LANDS DESCRIBED IN O.R.B. 4821, PAGE 1902
CONTAINS: 15.03 ACRES, MORE OR LESS

UNPLATTED LANDS
PARCEL ID: 05957-001-000
LANDS DESCRIBED IN O.R.B. 4821, PAGE 1902
CONTAINS: 2.00 ACRES, MORE OR LESS

UNPLATTED LANDS
PARCEL ID: 05957-001-001
LANDS DESCRIBED IN O.R.B. 4071, PAGE 422
CONTAINS: 2.00 ACRES, MORE OR LESS

UNPLATTED LANDS
PARCEL ID: 05934-000-000
LANDS DESCRIBED IN O.R.B. 2606, PAGE 993
CONTAINS: 2.04 ACRES, MORE OR LESS

SOUTHWEST CORNER OF LANDS DESCRIBED IN O.R.B. 2304 PAGE 599
FOUND 5/8" X 24" CONCRETE MONUMENT STAMPED "1824"

SOUTHEAST CORNER OF LANDS DESCRIBED IN O.R.B. 2304 PAGE 599
(FOUND 4" X 4" CONCRETE MONUMENT WITH NO IDENTIFICATION)

NORTHEAST CORNER OF LANDS DESCRIBED IN O.R.B. 2304 PAGE 599
FOUND 1"X 4" PIPE WITH NO IDENTIFICATION

EASTERLY LINE OF LANDS DESCRIBED IN O.R.B. 2304 PAGE 599

U.S. HIGHWAY 441
(SR 25/SR 500)
(200' RIGHT-OF-WAY)

CENTERLINE OF RAILROAD

SOUTH LINE OF LANDS DESCRIBED IN O.R.B. 2304 PAGE 599

(LB 5075)

LEGEND:
O.R.B. = OFFICIAL RECORDS BOOK
R/W = RIGHT OF WAY
LB = LICENSED BUSINESS
N = NORTH
E = EAST
S = SOUTH
W = WEST
B.S.L. = BUILDING SETBACK LINE
⊡ = FOUND 4"x4" CONCRETE MONUMENT MARKED AS NOTED
⊗ = FOUND 5/8" IRON ROD AND CAP NO IDENTIFICATION
◉ = FOUND 5/8" STEEL REBAR & CAP MARKED AS NOTED
● = SET 5/8" STEEL REBAR AND CAP MARKED "CHW INC LB 5075"
○ = FOUND 3/4" IRON PIPE MARKED AS NOTED
= SUBJECT PARCEL LINE
= ADJOINER BOUNDARY LINE
= LOT LINE
= APPROXIMATE FLOOD ZONE LINE
= RIGHT OF WAY LINE
= BUILDING SETBACK LINE
= EASEMENT LINE

LINE DATA TABLE

LINE	DIRECTION	LENGTH
L1	N 71°42'19" E	78.85'
L2	N 88°47'26" E	33.31'
L3	S 1°13'14" E	150.00'
L4	N 38°49'44" W	90.78'
L5	N(S) 51°10'56" E(W)	78.12'
L6	S 1°13'00" E	30.40'
L7	N(S) 58°10'09" E(W)	116.38'
L8	N(S) 2°51'09" W(E)	5.64'
L9	N(S) 71°24'33" W(E)	69.44'
L10	N(S) 51°10'56" E(W)	67.02'
L11	N(S) 26°04'35" E(W)	36.55'
L12	N(S) 38°49'44" W(E)	66.00'
L13	S 88°16'11" W	7.15'
L14	S 38°49'44" E	24.78'
L15	N 3°17'41" E	69.94'
L16	N 48°17'03" E	102.83'
L17	S(N) 48°17'03" W(E)	103.03'
L18	S 41°32'25" E	66.00'

CURVE DATA TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	69.10'	57.00'	69°27'32"	39.51'	64.95'	N (S) 85°54'42" E (W)
C2	70.59'	57.00'	70°57'21"	40.62'	66.16'	N (S) 28°20'49" E (W)
C3	292.21'	467.00'	35°51'05"	151.07'	287.47'	N (S) 81°45'02" E (W)
C4	108.37'	533.00'	11°38'59"	54.37'	108.19'	N 86°08'50" W
C5	394.63'	467.00'	48°25'01"	209.96'	382.99'	N 75°28'04" E
C6	338.57'	533.00'	36°23'41"	175.21'	332.90'	N(S) 81°28'44" E(W)
C7	58.76'	234.94'	14°19'45"	29.53'	58.60'	N(S) 76°18'46" E(W)
C8	34.24'	60.47'	32°26'48"	17.60'	33.79'	S(N) 83°20'05" E(W)
C9	34.16'	40.55'	48°15'42"	18.17'	33.16'	S(N) 10°27'14" E(W)
C10	42.12'	39.55'	61°01'17"	23.30'	40.15'	N(S) 27°39'29" E(W)
C11	83.76'	70.00'	68°33'24"	47.71'	78.85'	N(S) 37°07'51" W(E)
C12	56.47'	69.25'	46°42'59"	29.91'	54.92'	S 66°35'55" E
C13	369.70'	533.00'	39°44'28"	192.63'	362.33'	N 68°09'22" E
C14	24.24'	467.00'	2°58'26"	12.12'	24.24'	N 49°46'21" E
C15	418.87'	467.00'	51°23'27"	224.71'	404.97'	S 73°58'51" W
C16	478.07'	533.00'	51°23'27"	256.46'	462.20'	N 73°58'51" E

Tech: cbobb Plot Date: Sep 27, 2021 5:44pm Filename: N:\2019\19-0170\Survey\DWG\MINOR SUB\19-0170.05 MINOR SUBDIVISION.dwg

Application Attachments
Table of Contents

1. Authorized Agent Affidavit
2. Plat
3. **Boundary Survey**
4. Title Certification
5. Proposed Covenants and Restrictions.
6. Concurrency Impact Analysis
7. Legal Descriptions
8. School Student Generation Form
9. Proof of Ownership
10. Proof of Payment of Taxes
11. Environmental Resource Permit
12. Access Management Permit from Florida Department of Transportation

City of Alachua

Planning & Community Development Department

Staff Report

Planning & Zoning Board Hearing Date: October 12, 2021

Quasi-Judicial Hearing

SUBJECT:	A request for a Final Plat for Alachua Crossings Minor Subdivision, which proposes the plat of a ±16.02 acre subject property into two lots, along with common areas and an easement for ingress/egress
APPLICANT/AGENT:	Chad Colson of CHW, Inc.
PROPERTY OWNER:	Alachua Crossings, LLC
LOCATION:	5550 NW 111th Boulevard
PARCEL ID NUMBERS:	05885-010-003
FLUM DESIGNATION:	Commercial
ZONING:	CI (Commercial Intensive)
OVERLAY:	NA
ACREAGE:	16.02 ± acres
PROJECT PLANNER:	Adam Hall, AICP, Principal Planner
RECOMMENDATION:	Staff recommends that the Planning & Zoning Board forward the application to the City Commission with a recommendation to approve the Final Plat for Alachua Crossings, LLC, subject to the two (2) conditions provided in Exhibit "A" and located on page 15 of the October 12, 2021 Staff Report to the Planning & Zoning Board.
RECOMMENDED MOTION:	*Based upon the competent substantial evidence presented at this hearing, the presentation before this Board, and Staff's recommendation, this Board finds the application to be consistent with the City of Alachua Comprehensive Plan and in compliance with the Land Development Regulations and recommends that the Planning and Zoning Board forward the application to the City Commission of the City of Alachua with a recommendation to approve the Final Plat for Alachua Crossings, LLC, subject to the two (2) conditions provided in Exhibit "A" and located on page 15 of the October 12, 2021 Staff Report to the Planning & Zoning Board.*

SUMMARY

This application is a request by Chad Colson, of CHW, Inc., applicant and agent for Alachua Crossings, LLC, property owner, for consideration of the final plat of Alachua Crossings Minor Subdivision, which proposes the plat of a ±16.02 acre subject property into two lots, along with common areas and an easement for ingress/egress. The purpose of the proposed replat is to create two new lots and provide for maintenance of common areas such as stormwater facilities and the access driveway.

The subject property consists of Tax Parcel Number 05885-010-003. There is an existing office building located on one of the proposed lots at 5550 NW 111th Boulevard.

Development within the proposed subdivision is currently connected to potable water and wastewater facilities. Stormwater for the proposed development is conveyed to and treated by an existing stormwater retention system.

Section 2.4.10(G)(5) of the City's Land Development Regulations (LDRs) establishes the requirements for a final plat. An analysis of the application's compliance with the applicable standards of this section has been provided within this report.

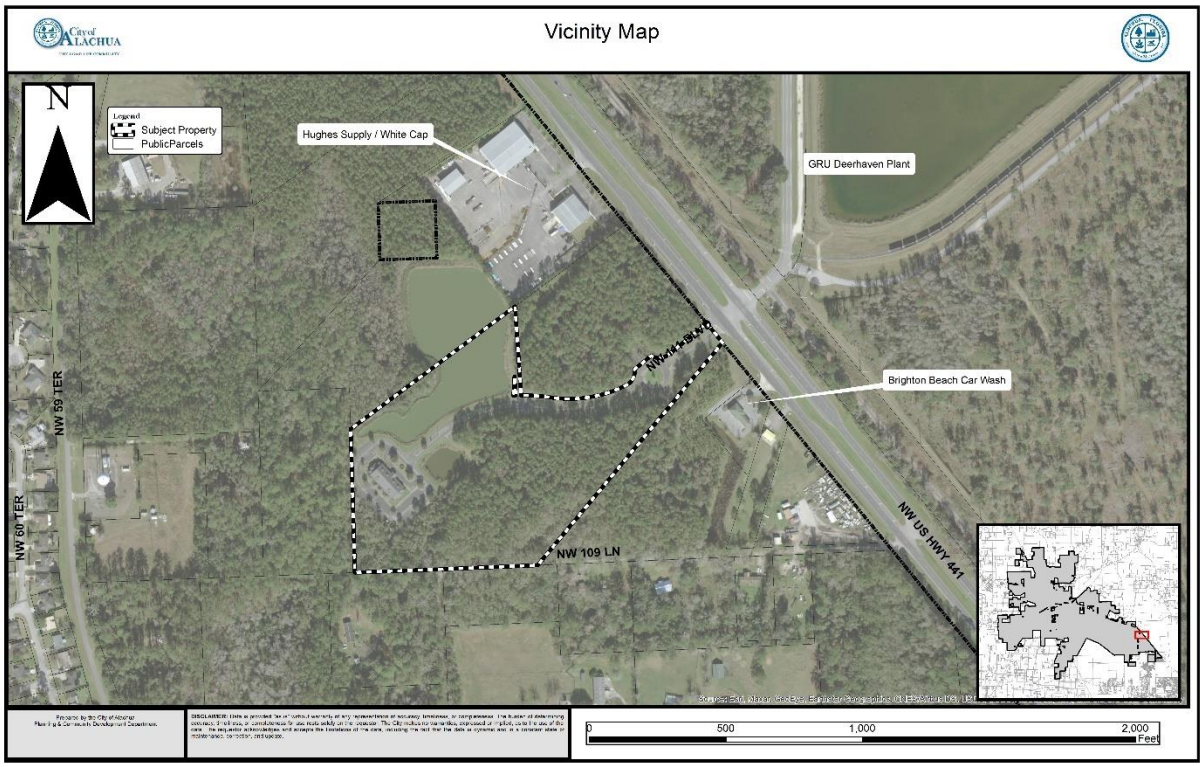
SURROUNDING USES

The existing uses, Future Land Use Map (FLUM) Designations, and zoning districts of the surrounding area are identified in Table 1. Map 1 provides an overview of the vicinity of the subject property. (NOTE: The information below is intended to provide a general overview of the area surrounding the subject property and to generally orient the reader. It is not intended to be all-inclusive, and may not identify all existing uses, FLUM Designations, and/or zoning districts surrounding the subject property.)

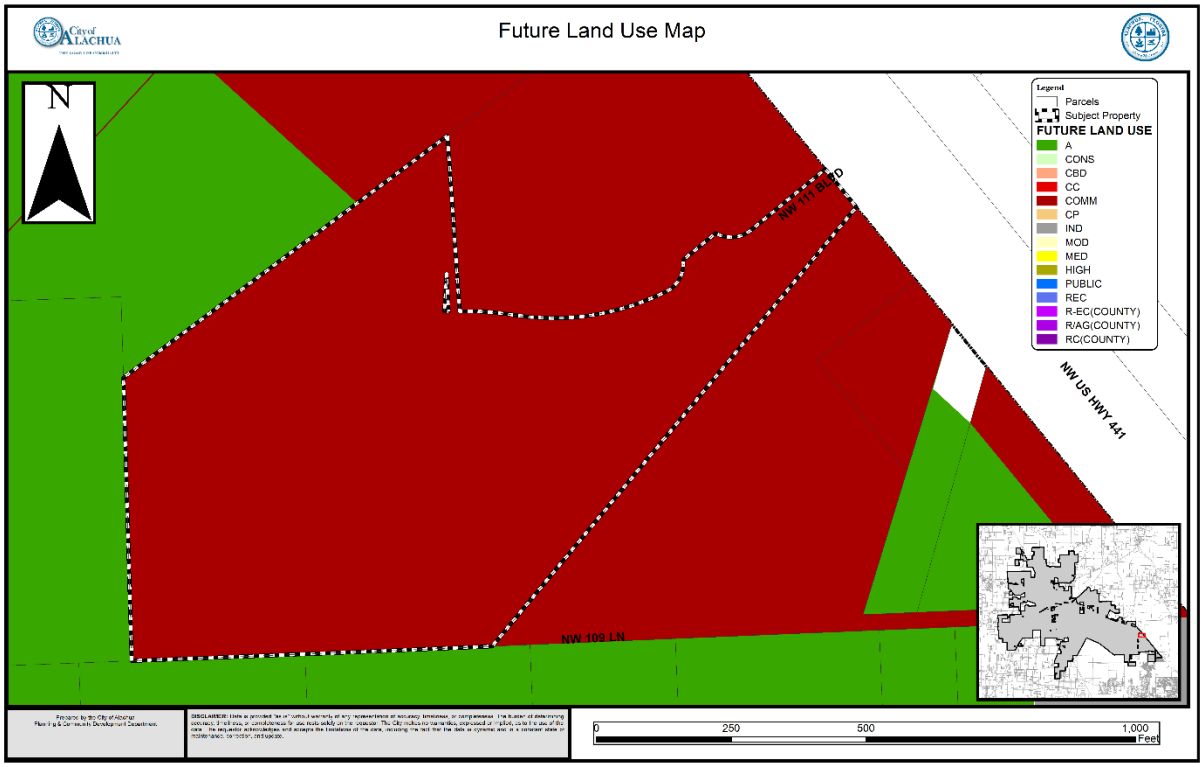
Table 1. Surrounding Land Uses

Direction	Existing Use(s)	FLUM Designation(s)	Zoning District(s)
North	Hughes Supply/ White Cap	Commercial/ Agriculture	CI (Commercial Intensive) / Agricultural (A)
South	Vacant Commercial / Residential	Commercial/ Agriculture	CI (Commercial Intensive) / Agricultural (A)
West	Agricultural	Agriculture	Agricultural (A)
East	US HWY 441/ GRU Deerhaven Plant	Public Facilities (City of Gainesville)	Public Services and Operations (PS)(City of Gainesville)

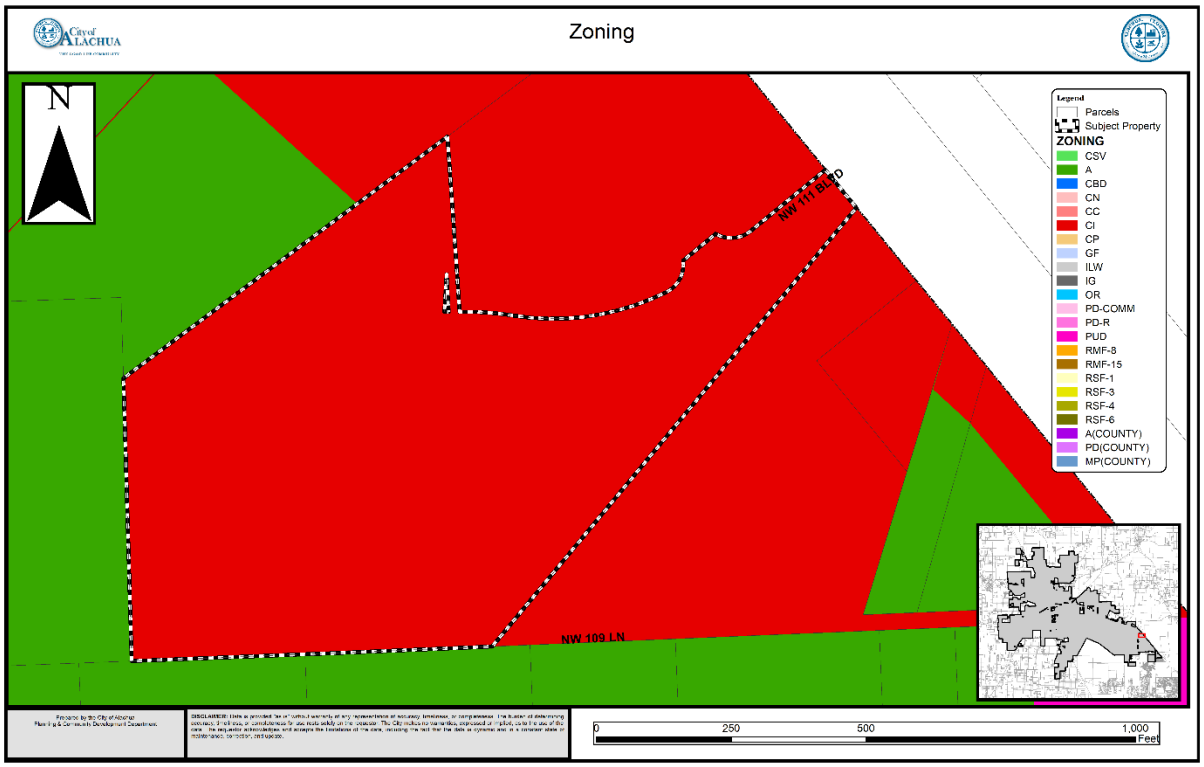
Map 1. Future Land Use Map



Map 2. Future Land Use Map



Map 3. Zoning Map



NEIGHBORHOOD MEETING

According to Section 2.2.4 (C) of the LDRs, a neighborhood meeting for a minor subdivision final plat is optional. No neighborhood meeting was held regarding this application.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The Goals, Objectives, and Policies (GOPs) identified below are provided to establish a basis of the application's consistency with the Comprehensive Plan. There may be additional GOPs which the application is consistent with that are not identified within this report. An evaluation and findings of consistency with the identified GOPs is also provided below.

Goal 1: *Future Land Use Map 2035*

The City shall maintain a Future Land Use Map in order to effectively guide development in a sustainable manner and to ensure economic prosperity and stability while maintaining a high quality of life for all of its present and future citizens, businesses, and visitors.

Objective 1.3: *Commercial*

The City shall establish three commercial land use categories: Community Commercial, Commercial, and Central Business District. These land use categories shall provide a broad range of commercial uses, including retail sales and services, personal services, offices, and tourist-oriented uses, in order to provide for the availability of goods and services, both to the citizens and visitors of Alachua and to the citizens of the North Central Florida region.

Policy 1.3.b: *Commercial*: The Commercial land use category is established to provide for general commercial uses, as well as more intense commercial and highway commercial uses. This is the land use category in which large-scale, regional commercial uses may locate. The following uses are allowed within the Commercial land use category:

1. Retail sales and services;
2. Personal services;
3. Financial institutions;
4. Outdoor recreation and entertainment;
5. Tourist-related uses;
6. Hotels and motels;
7. Commercial shopping centers;
8. Auto-oriented uses;
9. Traditional Neighborhood Planned Developments;
10. Employment Center Planned Developments;
11. Commercial recreation centers;
12. Office/business parks;
13. Limited industrial services; and,
14. Eating establishments.

Analysis of Consistency with Goal 1, Objective 1.2, and Policy 1.2.a: The proposed replat would be consistent with permitting these uses within the Baywood Centre subdivision. There is no proposed change of future land use designation or zoning designation.

Objective 5.1: Natural features: The City shall coordinate Future Land Use designations with appropriate topography, soils, areas of seasonal flooding, wetlands and habitat during review of proposed amendments to the Future Land Use Map and the development review process. Natural features may be included as amenities within a development project.

Policy 5.1.a: Topography: The City shall protect the natural topography of the City, including steep and seepage slopes, by requiring new development to include techniques to minimize negative impacts on the natural terrain. An emphasis will be placed on retaining the natural function of seepage slopes during development. Additionally, retention of existing native vegetation will be encouraged as one method of protecting slopes.

Policy 5.1.b: Soils: The City shall ensure soil protection and intervention measures are included in the development review process.

Policy 5.1.c: Flood prone areas: The City shall require as part of the development review process the identification of FEMA flood zone areas. Where necessary, base flood elevations and minimum finished floor elevations shall be established. The City shall also require finished floor elevations on subdivision plats, site plans and building permit plans when

necessary to determine compliance with flood prone area regulations. The City shall establish standards for a limitation on filling in flood prone areas.

Policy 5.1.d: Wetlands: The City shall utilize statewide wetland delineation methodology in accordance with Florida Administrative Code (FAC) and regulations adopted by the FDEP and the Suwannee River Water Management District.

Policy 5.1.e: Habitat: The City shall require as part of the development review process, an inventory of listed species for all new developments in areas identified as known habitat for listed species if listed species are known to exist in close proximity to the development. The survey shall include detailed information regarding type, quantity, location, and habitat requirements for any listed species identified. A de minimus threshold for properties required to complete the inventory shall be established in the City's Land Development Regulations.

Analysis of Consistency with Objective 5.1 and Policies 5.1.a – e: Based on the best available data, there are no significant environmental resources that would limit or impact development.

Objective 5.2: Availability of facilities and services: All new development shall be planned and constructed concurrently with the availability of facilities and services necessary for the development.

Analysis of Consistency with Objective 5.2: The subject property is located within the City's potable water and wastewater service areas, as defined in Policies 1.2.a and 4.2.a of the Community Facilities and Natural Groundwater Aquifer Recharge Element of the Comprehensive Plan, and will be required to connect to the City of Alachua's potable water and wastewater system.

Objective 9.1: *Connections to Water and Wastewater Systems*

The City will require new development and significant redevelopment projects to connect to the City's potable water and wastewater systems when such connections can be made to such systems.

Policy 9.1: Any new development or redevelopment within a Commercial or Industrial land use category within the corporate limits, where potable water and wastewater service are available, as defined in Policy 1.2.a and Policy 4.2.b of the Community Facilities Element of the City's Comprehensive Plan, shall connect to the City's potable water and wastewater system.

Analysis of Consistency with Goal 9 and Policy 9.1: The subject property is within the potable water and wastewater service area. Any future development of the subject property will be required to connect to the potable water and wastewater systems at the time of development.

Transportation Element

Objective 1.1: Level of Service: The City shall establish a safe, convenient and efficient level of service standard for all motorized and non-motorized transportation systems.

Analysis of Consistency with Objective 1.1: An analysis of the impacts to transportation facilities has been provided within this report. The proposed development would not result in a decrease in the level of service for transportation facilities monitored for concurrency.

Community Facilities & Natural Groundwater Aquifer Recharge Element

Policy 1.2.a: The City shall establish a Community Wastewater Service Area, which includes all areas where wastewater service is available. Wastewater service shall be deemed available if:

1. A gravity wastewater system, wastewater pumping station, or force main exists within ¼ mile of the property line of any residential subdivision with more than 5 units, or any multi-family residential development, or any commercial development, or any industrial development and the gravity wastewater system, wastewater pumping station, or force main can be accessed through public utility easements or right of ways. The distance shall be measured as required for construction of the infrastructure along public utility easements and right of ways.

Analysis of Consistency with Policy 1.2.a: The subject property is located within the wastewater service area, and any future development on the subject property will be required to connect to the wastewater system.

Policy 2.1.a: The City hereby establishes the following level of service standards for solid waste disposal facilities:

FACILITY TYPE	LEVEL OF SERVICE STANDARD
Solid Waste Landfill	.73 tons per capita per year

Analysis of Consistency with Objective 2.1.a: An analysis of the impacts to solid waste facilities has been provided within this report. The proposed amendment would not result in a decrease in the level of service for solid waste disposal facilities.

Policy 4.1.b: The City shall establish a Community Potable Water Service Area, which includes all areas where potable water service is available. Water service

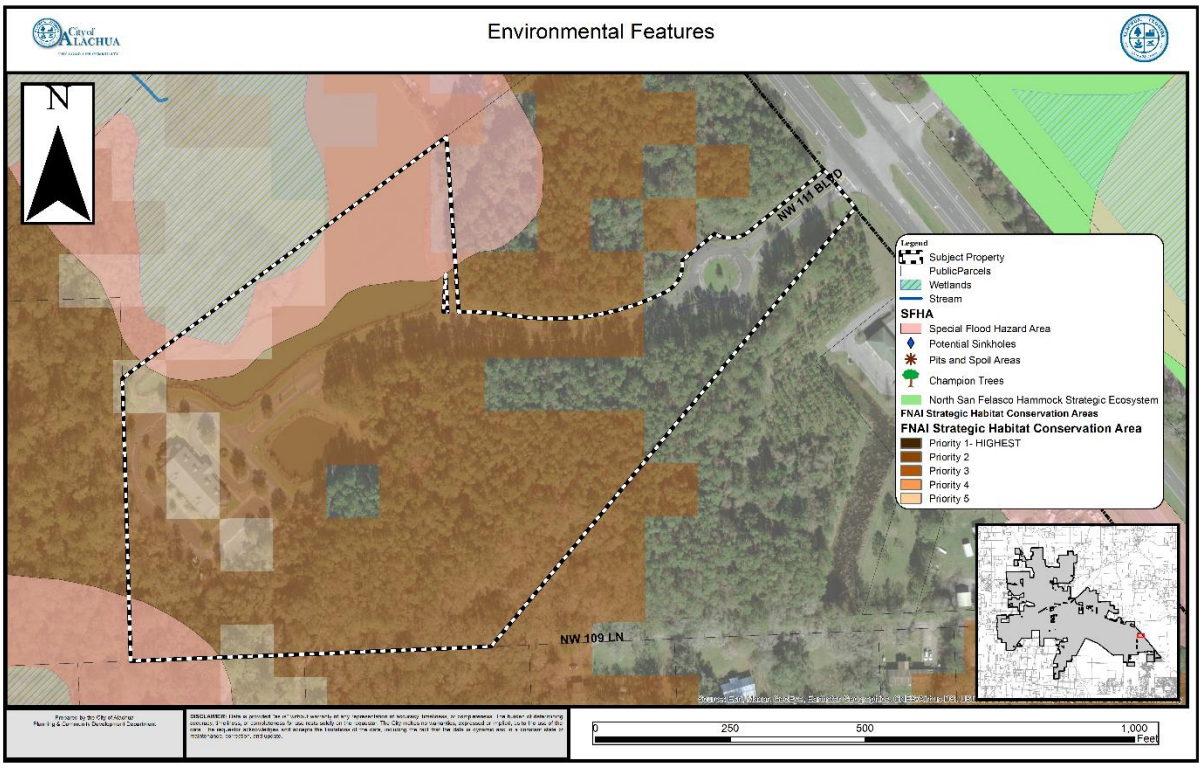
shall be deemed available if:

1. A water main exists within ¼ mile of any residential subdivision with more than 5 units, or any multi-family residential development, or any commercial development, or any industrial development and water service can be accessed through public utility easements or right of ways. The distance shall be measured as required for construction of the infrastructure along public utility easements and right of ways.

Analysis of Consistency with Policy 4.1.b: The subject property is located within the potable water service area, and any future development on the subject property will be required to connect to the potable water system.

ENVIRONMENTAL CONDITIONS ANALYSIS

Map 4. Environmental Features



Wetlands

According to National Wetlands Inventory, there are potential wetlands located on the subject property. These potential wetlands area appear to be located within a common area that is part of the stormwater management system. No construction is proposed as a part of this application and will not impact the wetlands potentially present on the site. For any future development on the subject property, wetlands must be delineated and protected in accordance with the applicable protection standards.

Evaluation: There are potential wetlands located on the subject property. These potential wetlands area appear to be located within a common area that is part of the stormwater management system. If development is proposed at a future time, the applicable standards in the City's Comprehensive Plan, Land Development Regulations, and Suwannee River Water Management District (SRWMD) regulations would apply to those areas identified as wetlands; therefore, there are no issues related to wetland protection.

Strategic Ecosystems

Strategic Ecosystems were identified by an ecological inventory project in a report prepared for Alachua County Department of Growth Management in 1996. The purpose of the inventory was to identify, inventory, map, describe, and evaluate the most significant natural biological communities in private ownership in Alachua County.

Evaluation: The subject property is not located within an Strategic Ecosystem, therefore, the development will have no impact upon any Strategic Ecosystem(s) identified within the ecological inventory report.

Regulated Plant & Animal Species

Based on the best available data, there are no regulated plant or animal species that would limit or impact development.

Evaluation: Based on the best available data, there are no regulated plant or animal species that would limit or impact development. If, however, a regulated plant or animal species is encountered during development, the applicant would be responsible for meeting all applicable state, federal, and local laws regarding the regulated species.

Soil Survey

Each soil type found on the subject property is identified below. The hydrologic soil group is an indicator of potential soil limitations. The hydrologic soil group, as defined for each specific soil, refers to a group of soils which have been categorized according to their runoff-producing characteristics. These hydrologic groups are defined by the Soil Survey of Alachua County, Florida, dated August 1985. The chief consideration with respect to runoff potential is the capacity of each soil to permit infiltration (the slope and kind of plant cover are not considered, but are separate factors in predicting runoff). There are four hydrologic groups: A, B, C, and D. "Group A" soils have a higher infiltration rate when thoroughly wet and therefore have a lower runoff potential. "Group D" soils have very lower infiltration rates and therefore a higher runoff potential. If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas.

Table 2. Soil Analysis

Soil Type	Hydrologic Group	Drainage Class	Small Commercial Buildings	% of Subject Property (may not total to 100% due to rounding)
Pomona Sand, 0 to 2% slopes	A/D	Poorly drained	Very limited	21.3
Surrency Sand	A/D	Very poorly drained	Very limited	0.4
Wauchula Sand	C/D	Poorly drained	Very limited	78.3

Evaluation: The soil type located within the subject property pose limitations for small commercial buildings. At time of future development, the applicant would be required to demonstrate through engineering design and/or geotechnical analysis how these limitations will be addressed. Generally, limitations would be addressed through soil reclamation, special design, and special construction techniques.

Flood Potential

Panel 145E of the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Series, dated November 2, 2018, indicates that the subject property contains areas with Flood Zone "X" designations (areas determined to be outside of the 500-year floodplain) and Flood Zone “A” (areas determined to be subject a 1% annual chance floodplain).

Evaluation: The subject property is located in Flood Zone “X” (areas determined to be outside of the 500-year floodplain and Flood Zone “A” (areas determined to be subject a 1% annual chance floodplain). Neither of the lots to be created are located within Flood Zone “A”. Therefore, there are no issues related to flood potential.

Karst-Sensitive Features

Karst sensitive areas include geologic features, such as fissures, sinkholes, underground streams, and caverns, and are generally the result of irregular limestone formations. The subject property is located within an area where sinkholes may potentially allow hydrologic access to the Floridan Aquifer System, however, best available data indicates that no sinkholes or known indicators of sinkhole activity are located on the subject property.

Evaluation: There are no geologic features located on the subject property which indicate an increased potential for karst sensitivity.

Wellfield Protection Zone

Policy 7.2.1 of the Future Land Use Element of the Comprehensive Plan establishes a 500 foot radial buffer around city-owned potable water well.

Evaluation: The subject property is not located within a City of Alachua wellhead protection zone as identified on the City of Alachua Wellfield Primary Protection Zones Map of the Comprehensive Plan, therefore, there are no issues related to wellfield protection.

Historic Structures and Markers

The subject property does not contain any historic structures or markers as determined by the State of Florida and the Alachua County Historic Resources Inventory.

Evaluation: There are no issues related to historic markers or structures.

FINDINGS OF FACT: COMPLIANCE WITH LAND DEVELOPMENT REGULATIONS

Section 2.4.10(G)(5)(d) of the City's Land Development Regulations (LDRs) establishes the standards with which all final plats must be found to be compliant. The application has been reviewed for compliance with the standards of Section 2.4.10(G)(5)(d). An evaluation and findings of the application's compliance with the applicable standards of Section 2.4.10(F)(3) is provided below.

2.4.10(F)(3) *Minor Subdivision standards.* The final plat for subdivision shall:

> Be approved on a finding that the application complies with the standards in Article 7, Subdivision Standards, all other relevant provisions of these LDRs, and all other relevant City ordinances and regulations.

Analysis of Consistency with 2.4.10(F)(3): The application has been reviewed for compliance with the standards in Article 7, and all other relevant provisions of the City of Alachua Land Development Regulations (LDRs) and is found to be in compliance with those standards and provisions.

PUBLIC FACILITIES IMPACT

The analysis of each public facility provided below represents an analysis of the impacts which would be generated by the proposed development. There are no specific developments or related applications to this application. The applicant has analyzed concurrency based on a realistic development scenario based on the maximum floor to area ratio for the remaining undeveloped lot and a likely use. The realistic development scenario is approximately 179,685 square feet of office space similar to the existing development on lot 1 of the Plat.

At present, the impacts which would be generated by the proposed development are acceptable and are not anticipated to degrade the Level of Service (LOS) of any public facility.

As the property is zoned Commercial Intensive and no residential uses are proposed. Therefore, recreational and education level of service analysis was not completed for this application. If residential development on this property is proposed at a later date, a revised concurrency analysis would be appropriate.

Table 3. Affected Comprehensive Plan Roadway Segments[1]

Segment Number[2, 3]	Segment Description	Lanes	Functional Classification	Area Type	LOS
3 (4127)	US HWY 441 (From MPO Boundary to CR25A East Intersection)	4D	Principle Arterial	N/A	D
4 (106)	US Hwy 441 (from CR 25A East Intersection to SR 235)	4D	Principle Arterial	Urban Trans	D

1 Source: City of Alachua Comprehensive Plan, Traffic Circulation Element.
2 For developments generating 1,000 trips or greater, affected roadway segments are identified as all those wholly or partially located within ½ mile of the development's ingress/egress, or to the nearest intersecting major street, whichever is greater, and all roadway segments for which the proposed development's impacts are 5% or greater on the Maximum Service Volume (MSV) of the roadway [Section 2.4.14(H)(2)(b) of the LDRs].
3 FDOT roadway segment number shown in parenthesis. For the purposes of concurrency management, COA Comprehensive Plan segments that make up a portion of a larger FDOT roadway segment will be evaluated together when determining post development roadway capacity.

Table 4. Potential Trip Generation[1]

	Land Use	AADT (Enter/Exit)	AM Peak Hour (Enter/Exit)	PM Peak Hour (Enter/Exit)
Office Space (179,685 square feet)	Office Space [2] (ITE Code 710)	1750 (875/875)	264 (233/31)	255 (46/209)

1 Source: ITE Trip Generation, 10th Edition.
2 Formulas: AADT – 9.74 trips per 1ksf x 179.685 sf (50% entering/50% exiting); AM Peak Hour – 1.47 trips per 1 ksf x 179.685 sf (88% entering/12% exiting); PM Peak Hour – 1.42 trips per 1 ksf x 179.685 sf (18% entering/ 82% exiting).

Table 5. Potential Impact on Affected Comprehensive Plan Roadway Segments

Traffic System Category	US HWY 441 (From MPO Boundary to CR25A East Intersection)[1]	US Hwy 441 (from CR 25A East Intersection to SR 235)[1]
Maximum Service Volume[2]	43,000	45,700
Existing Traffic[3]	25,536	20,435
Reserved Trips[4]	2,317	5,375
Available Capacity[4]	17,147	19,890
Potential Impact Generated by Proposed Final Plat[5]	1,750	1,750
Residual Capacity after Proposed Final Plat[6]	**15,397**	**18,140**
PM Peak Hour Traffic Analysis	US HWY 441 (From MPO Boundary to CR25A East Intersection)[1]	US Hwy 441 (from CR 25A East Intersection to SR 235)[1]
Maximum Service Volume[2]	3,870	4,110
Existing Traffic[3]	2,118	1,941
Reserved Trips[4]	196	509
Available Capacity[4]	1,556	1,660
Potential Impact Generated by Proposed Final Plat [5]	255	255
Residual Capacity after Proposed Final Plat[6]	**1,301**	**1,405**

1 FDOT roadway segment number shown in parenthesis. For the purposes of concurrency management, COA Comprehensive Plan segments that make up a portion of a larger FDOT roadway segment will be evaluated together when determining post development roadway capacity.
2 Source: FDOT 2018 Quality/Level of Service Handbook, Generalized Annual Average Daily Volumes and Generalized Peak Hour Two-Way Volumes for Areas Transitioning to Urbanized Areas or Areas of 5,000 Not in Urbanized Areas.
3 Florida Department of Transportation, District Two, Level of Service Reporting Tool 2019, accessed April 7, 2021
4 Source: City of Alachua June 2021 Development Monitoring Report.
5 Pass by rates for AM and PM Peak hours provided by ITE Trip Generation Manual 10th Edition. Daily pass by rates imputed from AM and PM peak rates.
6 The application is for a Final Development Order. Facility capacity and concurrency will be reserved.

Evaluation: It is anticipated that the proposed preliminary plat will not adversely affect the Level of Service ("LOS") for the affected roadway segments, and the potential impact of a 179,685 square foot office building(s) is acceptable.

Potable Water Impacts

Table 6. Potable Water Impacts

System Category	Gallons Per Day
Current Permitted Capacity*	2,300,000
Less Actual Potable Water Flows*	1,300,250
Reserved Capacity*	146,101
Potential Potable Water Demand from Proposed Application **	26,953
Residual Capacity	**826,696**
Percentage of Permitted Design Capacity Utilized	**64.06%**

Sources:
** City of Alachua June 2021 Development Monitoring Report*
***Chapter 64-E, FAC, 0.15 gallons per square feet*

Evaluation: The proposed amendment would increase the maximum potential demand from the development of the subject property to 26,953 gallons per day. This analysis is based on a realistic development scenario potential impact of a 179,685 square foot office building(s) is acceptable.

Sanitary Sewer Impacts

Table 7. Sanitary Sewer Impacts

System Category	Gallons Per Day
Treatment Plant Current Permitted Capacity*	1,500,000
Less Actual Treatment Plant Flows*	677,000
Reserved Capacity*	127,140
Projected Potential Wastewater Demand from Proposed Application **	26,953
Residual Capacity	**695,860**
Percentage of Permitted Design Capacity Utilized	**53.61%**

Sources:
** City of Alachua June 2021 Development Monitoring Report*
***Chapter 64-E, FAC, 0.15 gallons per square feet*

Evaluation: The proposed amendment would increase the maximum potential demand from the development of the subject property to 26,953 gallons per day. This analysis is based on a realistic development scenario potential impact of a 179,685 square foot office building(s) is acceptable.

Solid Waste Impacts

Table 9. Solid Waste Impacts

System Category	Lbs Per Day	Tons Per Year
Existing Demand[1]	41,192.00	7,517.54
Reserved Capacity[2]	8.251.19	1,505.84
Projected Solid Waste Demand from Application[3]	2,159	394
New River Solid Waste Facility Capacity[4]	**50 years**	

Sources:
1 University of Florida, Bureau of Economic & Business Research, Estimates of Population by County and City in Florida, April 1, 2016; Policy 2.1.a, CFNGAR Element (Formula: 9,936 persons x 0.73 tons per year)
2 City of Alachua October 2020 Development Monitoring Report
3 Source: Sincero and Sincero; Environmental Engineering: A Design Approach. Prentice Hall, New Jersey, 1996. Formula used: (((12 lbs. / 1,000 ft2/day x 179,685 sq. ft.) x 365)/2,000)
4 New River Solid Waste Facility, April 2021

Evaluation: The proposed amendment would increase the maximum potential demand from the development of the subject property by approximately 394 tons per year. It is anticipated that the proposed plat will not adversely affect the Level of Service ("LOS") of solid waste facilities; therefore, the impacts are acceptable.

EXHIBIT "A"
TO
ALACHUA CROSSINGS MINOR SUBDIVISION
FINAL PLAT
STAFF REPORT

CONDITIONS:

1. A revised Letter of Title Opinion shall be furnished to the City not more than 30 (thirty) days prior to the scheduled Public Hearing before the City Commission at the earliest, but not less than 10 (ten) days prior to the scheduled Public Hearing before the City Commission at the latest.
2. The applicant agrees that Condition 1 as stated above does not inordinately burden the land and shall be binding upon the property owner, including any subsequent property owners, successors, or assigns, and that the development shall comply with Conditions 1 and 2 as stated herein.

EXHIBIT "B"

TO

ALACHUA CROSSINGS MINOR SUBDIVISION
FINAL PLAT
STAFF REPORT

SUPPORTING APPLICATION MATERIALS SUBMITTED BY CITY STAFF TO THE PLANNING AND ZONING BOARD

City of Alachua

MIKE DAROZA
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN, AICP

February 23, 2021

Also sent electronically to chadc@chw-inc.com

Chad Colson
CHW, Inc.
11801 Research Drive
Alachua, FL 32615

RE: Notice of Hearing to be Scheduled for Alachua Crossings Minor Subdivision Final Plat

Dear Mr Colson:
On September 2, 2021 the City of Alachua received your updated application for the above referenced project. Based on review of the materials submitted, the City has determined that the application can now be scheduled for a hearing before the Planning and Zoning Board.

You must provide three (3) *double-sided, three-hole punched, color sets* of the **complete** application package, seven (7) sets of plans, and a digital copy of all materials (including plans) in PDF format on a CD or by emailing a Cloud/FTP link to download the application materials to planning@cityofalachua.com *no later than 10 business days prior to the PZB Meeting at which your application is scheduled to be heard.* The application has been scheduled for the **October 12, 2021** Planning and Zoning Board meeting; therefore, the above referenced materials must be submitted to the City no later than 12 PM on ***Tuesday, September 28, 2021.*** Materials may be submitted earlier than this date.

In addition, Section 2.2.9(D) of the Land Development Regulations requires the applicant to place posted notice signs on the subject property at least 14 days prior to the public hearing. Therefore, posted notice signs must be placed on the property no later than **Tuesday, September 28, 2021**. Staff will contact notify you when the signs are available for pick up at City Hall.

If you plan to utilize a PowerPoint presentation or would like other materials to be available for reference during the public hearing, please submit the presentation or materials no later than 12:00 PM on the last business day prior the PZB meeting (no later than **Monday, October 11, 2021**). Any presentation or materials may be submitted by emailing them to planning@cityofalachua.com.

Should you have any questions, please feel free to contact me at (386) 418-6100, ext. 1603 or via email at ahall@cityofalachua.com.

Sincerely,

Adam Hall, AICP
Principal Planner

c: Kathy Winburn, AICP, Planning Director
Justin Tabor, AICP, Principal Planner
File

JBPro
Civil Engineering | Land Planning
Surveying | Construction Services

Gainesville | St. Augustine
3530 NW 43rd Street
Gainesville, FL 32606

September 21, 2021

Mr. Adam Hall, AICP
Planner
City of Alachua
Office of Planning & Community Development
P.O. Box 9
Alachua, FL 32616-0009

Re: Alachua Crossings Minor Subdivision

Dear Mr. Hall:

As you requested, we have reviewed the Alachua Crossings Minor Subdivision submittal drawings and other materials provided to us for the above referenced project. Our review generated a few minor comments and recommendations that are outlined below.

JBPro Comments

1. Plat and boundary do not have the pipe symbol on the symbol legend
2. Title opinion letter was not provided and is required by 177.041

Sincerely,

Troy Wright
Director of Surveying, JBrown Professional Group Inc.

Cc: Chad Colson

City of Alachua

MIKE DAROZA
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN, AICP

August 12, 2021

Also sent electronically to chadc@chw-inc.com

Chad Colson
CHW, Inc.
11801 Research Drive
Alachua, FL 32615

RE: Project Assistance Team (PAT) Comments for Alachua Crossings Minor Subdivision Final Plat

Dear Mr Colson:

On July 21, 2021, the City received your revised application for the minor subdivision of the Alachua Crossings property, which proposes to subdivide an ± 16.02 acre lot (Parcel 05885-010-003) into two lots and three common areas for stormwater management and ingress/egress.

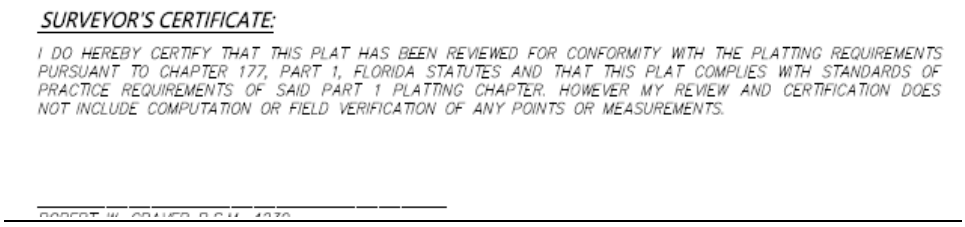
The application has been reviewed for compliance with the applicable review standards, including the approved Planned Development Ordinance, approved Preliminary Plat, the City's Comprehensive Plan and Land Development Regulations (LDRs). Based upon Staff's review, revisions must be made to the application before it will be approved. Please address all insufficiencies outlined below in writing and provide an indication as to how they have been addressed by 4:00 PM on **Thursday, September 2, 2021**. Upon receipt of your revised application, Staff will notify you of any remaining insufficiencies which must be resolved, if any, before the item may be forwarded to the City's Planning and Zoning Board. If all comments are addressed by September 2, 2021, the item may be scheduled for the **October 12, 2021** Planning and Zoning Board hearing.

Please address the following insufficiencies (begins on next page):

Deficiencies to be Addressed

Unless otherwise noted, references to code Sections refer to City of Alachua Land Development Regulations. Where applicable, new comments are noted.

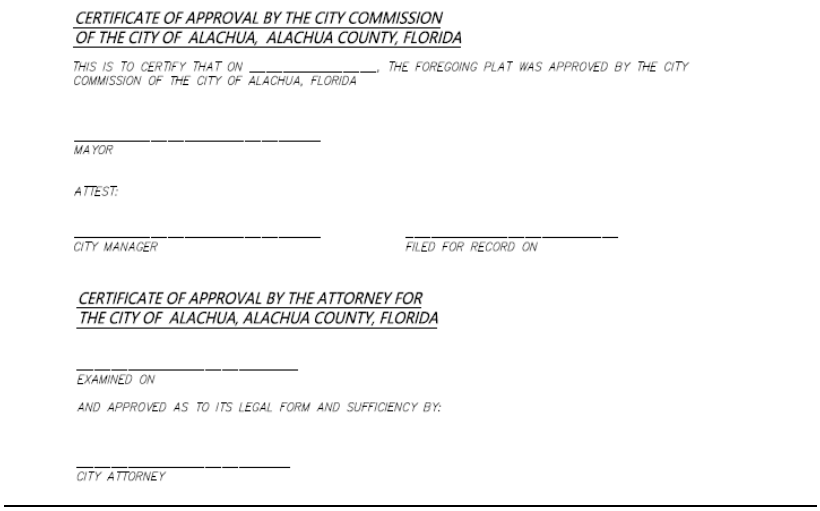
1. *Comprehensive Plan and Concurrency Impact Analysis*
    a. Revised concurrency impact analysis report indicates that proposed subdivision will have zero impacts on roadways, potable water and wastewater systems. Please provide an analysis that includes a reasonable development scenario for the lots created by this proposed subdivision.
2. *Land Rights and Title Opinion*
    a. Title commitment appears to be for a future buyer of some or all of the land to be subdivided. The commitment also references a mortgage held by Ameris Bank, but this mortgage does not appear on the proposed Plat. Per 177.081 (2), Florida Statutes, all mortgages having a recorded interest in the land are required to sign the Plat. Please revise signature blocks accordingly.
    b. A letter of title opinion or property information report will be required to be provided within 30 days of the scheduled final hearing for the Plat.
    c. The legal description found on the title commitment and the boundary survey do not match. Please verify that the title commitment covers the entirety of the subject property to be subdivided.
3. *Article 2 Standards*
    a. Per Section 2.4.10 (F)(1)(a), in order to qualify as a minor subdivision the lots must have access on to an improved street that has been accepted for maintenance by the appropriate jurisdiction or **is maintained by a Property Owners Association (emphasis added).** Submitted information indicates that there are no proposed covenants or restrictions. Please verify that a property owners association has been formed and the manner in which maintenance of the street/ stormwater ponds shall be established.
4. *Article 9 Standards*
    a. Per Section 6.9.4 (J) (2) (c), lots must include the minimum finished floor elevations as a portion of the plat is located within Flood Zone A.
    b. Per Section 6.9.4 (J) (2) (f), a flood hazard warning must be placed on the plat that states, "FLOOD HAZARD WARNING: This property may be subject to flooding. You should contact the City LDR Administrator and obtain the latest information about flood elevations and restrictions before making plans for the use of this land."
5. *Outside Review*
    a. Applicant must address all comments issued by JBrown Professional Group in a forthcoming letter (anticipated August 13, 2021). This letter will be forwarded to the applicant once received by the City.
6. *Miscellaneous*
    a. "Practice" appears to be misspelled in Surveyor's Certification block.
    b. What is use of small area to northeast of ingress/egress easement area in the northeast area of the plat? Is this area usable? Is it a part of Lot 2?
    c. Per 177.051, Florida Statutes, the subdivision must have a name. Please revise title block.
    d. Remove "This is not a record plat "from plat at time of final submittal.
    e. Add signature block for reviewing surveyor to sign. Please see below.



SURVEYOR'S CERTIFICATE:

I DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY WITH THE PLATTING REQUIREMENTS PURSUANT TO CHAPTER 177, PART 1, FLORIDA STATUTES AND THAT THIS PLAT COMPLIES WITH STANDARDS OF PRACTICE REQUIREMENTS OF SAID PART 1 PLATTING CHAPTER. HOWEVER MY REVIEW AND CERTIFICATION DOES NOT INCLUDE COMPUTATION OR FIELD VERIFICATION OF ANY POINTS OR MEASUREMENTS.

f. Signature block for City should include signatures by the City Manager, City Attorney, and Mayor. Please see below.



CERTIFICATE OF APPROVAL BY THE CITY COMMISSION
OF THE CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

THIS IS TO CERTIFY THAT ON _____, THE FOREGOING PLAT WAS APPROVED BY THE CITY COMMISSION OF THE CITY OF ALACHUA, FLORIDA

_____
MAYOR

ATTEST:

_____ _____
CITY MANAGER FILED FOR RECORD ON

CERTIFICATE OF APPROVAL BY THE ATTORNEY FOR
THE CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

_____
EXAMINED ON

AND APPROVED AS TO ITS LEGAL FORM AND SUFFICIENCY BY:

_____
CITY ATTORNEY

If you have any questions regarding the information above, please contact me at 386-418-6100 x 108 or via e-mail at ahall@cityofalachua.com. We look forward to receiving your revised application.

Sincerely,

Adam Hall, AICP
Planner

cc: Kathy Winburn, AICP, Planning & Community Development Director
Justin Tabor, AICP, Principal Planner
Project File

City of Alachua

ADAM BOUKARI
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN, AICP

July 15, 2021

Chad Colson
CHW, Inc.
11801 Research Drive
Alachua, FL 32615

Sent via email to chadc@chw-inc.com

RE: Completeness Review of Alachua Crossings Minor Subdivision Application

Dear Mr. Colson:

On July 14, 2021 the City of Alachua received your application for the minor subdivision of the Alachua Crossings property, which proposes to subdivide an ± 16.02 acre lot (Parcel 05885-010-003) into two lots and three common areas for stormwater management and ingress/egress.

According to Section 2.2.6 of the Land Development Regulations (LDRs), upon receipt of an application, a completeness review shall be conducted to determine that the application contains all the necessary information and materials, is in proper form and of sufficient detail, and is accompanied by the appropriate fee. The Planning Department has reviewed the aforementioned application for completeness and finds that the application is complete, *conditional upon receipt of the information* below by **Wednesday, July 21, 2021.**

The comments below are based solely on a preliminary review of your application for completeness. An in-depth review of the content of the application will be performed, and the findings of the in-depth review will be discussed at a Project Assistance Team (PAT) Meeting to be scheduled later.

Please address the following:

1. **Plat Signature Blocks.** Proposed plat includes signature blocks for City of Gainesville, reference Alachua County zoning in Note 6, and references an unknown Code section in Note 8. Please provide 4 hard copies of the revised plat sheets, and a revised PDF version, which may be submitted to my attention at ahall@cityofalachua.com.
2. **Minor Subdivision Application Section D.4 Concurrency Impact Analysis.** No analysis showing proposed application's potential impacts on public facilities such as potable water, sanitary sewer, transportation, solid waste, or stormwater in accordance with Section 2.4.14 of the City's LDRs was identified in the application materials. This material may be submitted electronically to my attention at ahall@cityofalachua.com.
3. **Minor Subdivision Application Section D.8 Mailing Labels.** Mailing labels for property owners within 400' appear to have been included with the application, but not the mailing labels for those individuals and organizations registered with the City to receive notice. Please provide two sets of physical mailing labels for the individuals or organizations found on this list:

https://www.cityofalachua.com/home/showpublisheddocument/535/637473599620070000 .

If the above information is not received by Wednesday, April 21, 2021, the application shall be deemed to be incomplete.

If you have any questions regarding the information above, please contact me at 386-418-6100 x 1603 or via e-mail at ahall@cityofalachua.com.

Sincerely,



Adam Hall, AICP
Planner

c: Kathy Winburn, AICP, Planning & Community Development Director
Justin Tabor, AICP, Principal Planner
Project File

City of ALACHUA
THE GOOD LIFE COMMUNITY

FOR OFFICE USE ONLY
Case #: _____
Application Fee: $_____
Filing Date: _____
Completeness Date: _____
Review Type: P&Z; CC

Minor Subdivision Application

Reference City of Alachua Land Development Regulations (LDRs) Section 2.4.10

A. PROJECT

1. Project Name: _____
2. Pre-Application Conference Date: _____
3. Phase/Unit Number (if applicable): _____
4. Address of Subject Property: _____
5. Parcel ID Number(s): _____
6. Existing Use of Property: _____
7. Future Land Use Map Designation: _____
8. Zoning Designation: _____
9. Acreage: _____

B. APPLICANT

1. Applicant's Status ☐ Owner (title holder) ☐ Agent
2. Name of Applicant(s) or Contact Person(s): _____ Title: _____
   Company (if applicable): _____
   Mailing address: _____
   City: _____ State: _____ ZIP: _____
   Telephone: _____ FAX: _____ e-mail: _____
3. If the applicant is agent for the property owner*:
   Name of Owner (title holder): _____
   Mailing Address: _____
   City: _____ State: _____ ZIP: _____

   ** Must provide executed Authorized Agent Affidavit or other acceptable documentation (as deemed acceptable by the City in its sole discretion) which authorizes the agent to act on behalf of the property owner.*

C. ADDITIONAL INFORMATION

1. Is there any additional contact for sale of, or options to purchase, the subject property? ☐ Yes ☐ No
   If yes, list names of all parties involved: _____

D. ATTACHMENTS

1. Plat, to include the following information and be prepared in accordance with the following criteria:
   a. Sheet Size: 24" X 36" with 3" left margin and ½" top, bottom, and right margins.
   b. Graphic scale, not to exceed one (1) inch equal to 50 feet.

c. Name of subdivision shall be shown in bold legible letters, as required by Chapter 177, Florida Statutes. The name of the subdivision shall be shown on each sheet included and shall have legible lettering of the same size and type including the words “section,” “unit,” “replat,” “amended,” etc.
d. Name and address of subdivider.
e. North arrow, graphic scale, and date of plat drawing.
f. Vicinity map showing location with respect to existing streets, landmarks, etc., and acreage of the subdivision. The vicinity map shall be drawn to show clearly the required information, but shall not less than one (1) inch to 2,000 feet.
g. Exact boundary line of the property, determined by a boundary survey, giving distances to the nearest one-hundredth foot and angles to the nearest minute, shall be balanced and closed with an apparent error of closure not to exceed one in 5,000. Survey shall be signed and sealed by the surveyor, and shall be no older than two (2) years.
h. Legal description of the property to be subdivided.
i. Acreage of adjacent land. If adjacent land is within a subdivision, identify the subdivision name, and recording information.
j. Location of streams, lakes, wetlands, and required buffers from such areas, and location of land designated as a special flood hazard area on FEMA FIRM panels.
k. Bearing and distance to permanent control points on the nearest existing street lines of bench marks or other permanent reference monuments [not less than three (3)].
l. When the City corporate limits traverse, are adjacent to, or are within 500 feet of the property, the boundary shall be accurately tied to the boundary lines of the subdivision by distance and angles.
m. The closest lot corner shall be accurately tied to the boundary lines of the subdivision by distance and angles.
n. Location, dimensions, and purpose of any land reserved or dedicated for public or common use.
o. Exact locations, width, and names of all streets within and adjacent to the subdivision.
p. Street right-of-way lines must show deflection angles of intersection, radii, and lines of tangents.
q. Lot lines, dimensions, and bearings must be shown to the nearest one hundredth (1/100) foot.
r. Lots must be numbered in numerical order.
s. Location and description of required permanent reference monuments and markers.
t. Building setback lines.
u. Covenants and restrictions notice in accordance with Chapter 177.091(28), Florida Statutes.
v. If the property is encumbered by a mortgage, the owner of the mortgage shall join in the dedication or in some other manner subordinate the mortgagee's interest to the dedication of public right-of-way.

2. Title certification as required by Chapter 177.041, Florida Statutes.

3. Proposed covenants and restrictions, if any. If the subdivision shall be subject to existing covenants and restrictions, an amendment to such covenants and restrictions shall be provided.

4. Concurrency Impact Analysis showing the impact on public facilities, including potable water, sanitary sewer, transportation, solid waste, recreation (for residential development), stormwater, and public schools (for residential development) in accordance with Section 2.4.14 of the LDRs.

5. Analysis of Consistency with the City of Alachua Comprehensive Plan (analysis must identify specific Goals, Objectives, and Policies and describe in detail how the application complies with the noted Goal, Objective, or Policy).

6. Legal description with tax parcel number: (1) on 8.5” x 11” paper; and (2) electronic file in Word format.

7. For residential subdivisions, City of Alachua Public School Student Generation Form.

8. Two (2) sets of mailing labels for all property owners within 400 feet of the subject property boundaries – even if property within 400 feet falls outside of City limits (obtain from the Alachua County Property Appraiser’s web site) – and all persons/organizations registered to receive notice of development applications (current list may be obtained from the Planning & Community Development Department).

9. Proof of ownership (i.e., copy of deed).

10. Proof of payment of taxes.

11. Environmental Resource Permit (or Letter of Exemption) from the Suwannee River Water Management District (SRWMD) or Self-Certification for a Stormwater Management System in Uplands Serving Less than 10 Acres of Total Project Area and Less than 2 Acres of Impervious Surfaces from the Florida Department of Environmental Protection pursuant to Section 403.814(12), Florida Statutes.

12. If access is from a County Road, access management permit from Alachua County Public Works.

13. If access is from a State Road, access management permit from Florida Department of Transportation.

14. **Fee.** Please see fee schedule for fee determination. No application shall be accepted for processing until the required application fee is paid in full by the applicant. Any costs associated with outside professional consulting services deemed necessary by the City in its sole discretion will be billed to the applicant at the rate of the consultant. The invoice for such services shall be paid in full prior to any public hearings on the application.

All 14 attachments are required for a complete application. A completeness review of the application will be conducted within five (5) business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.

Under penalty of perjury, I/we certify and acknowledge that the information contained herein is true and correct to the best of my/our knowledge.

_____ _____

Signature of Applicant | Signature of Co-applicant

_____ _____

Typed or printed name *and title* of applicant | Typed or printed name *and title* of co-applicant

STATE OF FLORIDA

COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this

day of _____, 20_____, by _____ who executed the same

and has _____ produced _____ as identification or _____ is personally known to me.

_____

Signature of Notary

Print Name: _____

Notary Public, State of Florida

My Commission Expires: _____

Application Attachments
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1. **Authorized Agent Affidavit**
2. **Plat**
3. **Boundary Survey**
4. **Title Certification**
5. **Proposed Covenants and Restrictions.**
6. **Concurrency Impact Analysis**
7. **Legal Descriptions**
8. **School Student Generation Form**
9. **Proof of Ownership**
10. **Proof of Payment of Taxes**
11. **Environmental Resource Permit**
12. **Access Management Permit from Florida Department of Transportation**

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City of ALACHUA

THE GOOD LIFE COMMUNITY

Authorized Agent Affidavit

A. PROPERTY INFORMATION

Address of Subject Property: 5550 NW 111th Boulevard, Alachua, FL, 32653

Parcel ID Number(s): 05885-010-003

Acreage: ± 16.03 acres

B. PERSON PROVIDING AGENT AUTHORIZATION

Name: Jay Hutto Title: Manager

Company (if applicable): Alachua Crossings, LLC

Mailing Address: 2404 NW 93rd ST

City: Gainesville State: Florida ZIP: 32606

Telephone: (352) 317-5669 FAX: 352-372-3741 e-mail: jay@jmco.com

C. AUTHORIZED AGENT

Name: Chad Colson Title: Senior Project Manager

Company (if applicable): CHW Professional Consultants

Mailing address: 11801 Research Drive

City: Alachua State: Florida ZIP: 32615

Telephone: (352) 331-1976 FAX: e-mail: Chadc@CHW-inc.com

D. REQUESTED ACTION:

Minor Subdivision Application

I hereby certify that I am the property owner of record, or I have received authorization from the property owner of record to file an application for a development permit related to the property identified above. I authorize the agent listed above to act on my behalf for purposes of this application.

Signature of Applicant

Signature of Co-applicant

Jay Hutto, Manager

Typed or printed name and title of applicant

Typed or printed name of co-applicant

State of Florida County of Alachua

The foregoing application is acknowledged before me this 10th day of May, 2021 by Jay Hutto, who is/are personally known to me, or who has/have produced _____ as identification.

NOTARY SEAL

Signature of Notary Public, State of Florida

SAMANTHA E. ROBERTS
MY COMMISSION # HH 032245
EXPIRES: May 28, 2023
Bonded Thru Notary Public Underwriters

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ALACHUA CROSSINGS

LYING IN THE SW 1/4 OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 19 EAST,
CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

CHW Professional Consultants
11801 Research Drive
Alachua, Florida 32615
(352) 331-1976
www.chw-inc.com
est. 1988 FLORIDA CA-5075

MINOR SUBDIVISION
BOOK __, PAGE __
SHEET ONE OF TWO

PARENT PARCEL DESCRIPTION:

(PER FIRST AMERICAN TITLE INSURANCE COMPANY TITLE COMMITMENT FILE NO. 2076-5383466, DATED MAY 27, 2021.)
A PORTION OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, AND RUN THENCE NORTH 88°39'32" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 667.27 FEET; THENCE SOUTH 01°12'44" EAST, 675.46 FEET; THENCE NORTH 88°28'31" EAST, 333.74 FEET, THENCE SOUTH 01°13'14" EAST, 150.00 FEET, TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2304, PAGE 599 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE SOUTH 01°13'00" EAST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 524.37 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2304, PAGE 597 OF SAID PUBLIC RECORDS; THENCE NORTH 88°16'11" EAST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 334.42 FEET; THENCE NORTH 88°04'51" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 334.90 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE NORTH 40°10'50" EAST, ALONG THE EASTERLY LINE OF SAID LANDS, A DISTANCE OF 1057.67 FEET TO THE NORTHEAST CORNER THEREOF, LYING ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF US HIGHWAY 441 (A 200' WIDE RIGHT OF WAY); THENCE NORTH 38°49'44" WEST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 90.78 FEET; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT OF WAY LINE, SOUTH 51°10'56" WEST, A DISTANCE OF 179.09 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 57.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 85°54'42" WEST, A DISTANCE OF 64.95 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 69°27'32", AN ARC LENGTH OF 69.10 FEET TO THE END OF SAID CURVE; THENCE SOUTH 51°10'56" WEST, A DISTANCE OF 78.12 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 57.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 28°20'49" WEST, A DISTANCE OF 66.16 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 70°57'21", AN ARC LENGTH OF 70.59 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 467.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 81°45'02" WEST, A DISTANCE OF 287.47 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°51'05", AN ARC LENGTH OF 292.21 FEET TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 533.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 86°08'55" WEST, A DISTANCE OF 108.19 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°38'59", AN ARC LENGTH OF 108.37 FEET TO THE END OF SAID CURVE; THENCE NORTH 03°17'41" EAST, A DISTANCE OF 69.94 FEET; THENCE NORTH 03°30'12" WEST, A DISTANCE OF 256.35 FEET MORE OR LESS TO A 5/8" REBAR AND CAP LABELED " LB 5075" WHICH IS ON THE NW CORNER OF SAID LANDS, SAID POINT LYING ON THE NORTH LINE OF AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2304, PAGE 599; THENCE SOUTH 53°45'13" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 750.07 FEET TO THE POINT OF BEGINNING.

CONTAINING 16.02 ACRES, MORE OR LESS.

LOT 1 DESCRIPTION:

(BY THIS SURVEYOR)
A PORTION OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, AND RUN THENCE NORTH 88°39'32" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 667.27 FEET; THENCE SOUTH 01°12'44" EAST, 675.46 FEET; THENCE NORTH 88°28'31" EAST, 333.74 FEET, THENCE SOUTH 01°13'14" EAST, 150.00 FEET, TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2304, PAGE 599 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE SOUTH 1°13'00" EAST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 30.40 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE SOUTH 89°57'24" EAST, A DISTANCE OF 123.07 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 69.25 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 66°35'55" EAST, 54.92 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 46°42'59", AN ARC LENGTH OF 56.47 FEET; THENCE SOUTH 41°32'24" EAST, A DISTANCE OF 248.41 FEET; THENCE SOUTH 48°16'50" WEST, A DISTANCE OF 429.48 FEET TO THE SOUTH LINE OF AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2304, PAGE 599; THENCE SOUTH 88°16'11" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 7.15 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE NORTH 1°13'00" WEST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 493.97 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN: 2.279 ACRES, MORE OR LESS.

LOT 2 DESCRIPTION:

(BY THIS SURVEYOR)
A PORTION OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, AND RUN THENCE NORTH 88°39'32" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 667.27 FEET; THENCE SOUTH 01°12'44" EAST, 675.46 FEET; THENCE NORTH 88°28'31" EAST, 333.74 FEET, THENCE SOUTH 01°13'14" EAST, 150.00 FEET, TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2304, PAGE 599 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE SOUTH 1°13'00" EAST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 30.40 FEET; THENCE DEPARTING SAID WEST LINE SOUTH 89°57'24" EAST, A DISTANCE OF 123.07 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 69.25 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 66°35'55" EAST, 54.92 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 46°42'59", AN ARC LENGTH OF 56.47 FEET; THENCE SOUTH 41°32'24" EAST, A DISTANCE OF 248.41 FEET TO THE POINT OF BEGINNING; THENCE NORTH 58°10'08" EAST, A DISTANCE OF 116.38 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 39.55 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 27°39'29" EAST, 40.15 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 61°01'17", AN ARC LENGTH OF 42.12 FEET; THENCE NORTH 2°51'09" WEST, A DISTANCE OF 5.64 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 70.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 37°07'51" WEST, 76.85 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 68°33'24", AN ARC LENGTH OF 83.76 FEET; THENCE NORTH 71°24'33" WEST, A DISTANCE OF 69.44 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 467.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 75°28'04" EAST, 382.99 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48°25'01", AN ARC LENGTH OF 394.63 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 533.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 81°28'44" EAST, 332.90 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°23'41", AN ARC LENGTH OF 338.57 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 234.94 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 76°18'46" EAST, 58.60 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°19'45", AN ARC LENGTH OF 58.76 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 60.47 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 83°20'05" EAST, 33.79 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°26'48", AN ARC LENGTH OF 34.24 FEET; THENCE NORTH 51°10'56" EAST, A DISTANCE OF 67.02 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 40.55 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 10°27'14" EAST, 33.16 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48°15'42", AN ARC LENGTH OF 34.16 FEET; THENCE NORTH 26°04'35" EAST, A DISTANCE OF 36.55 FEET; THENCE NORTH 51°10'56" EAST, A DISTANCE OF 179.10 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF US HIGHWAY 441 (A 200' WIDE RIGHT OF WAY); THENCE SOUTH 38°49'44" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 24.78 FEET TO THE NORTHEAST CORNER OF AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2304, PAGE 599; THENCE DEPARTING SAID RIGHT OF WAY LINE, SOUTH 40°10'50" WEST, ALONG THE EASTERLY LINE OF SAID LANDS, A DISTANCE OF 1057.67 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE SOUTH 88°04'51" WEST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 334.90 FEET; THENCE SOUTH 88°16'11" WEST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 327.27 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 48°16'50" EAST, A DISTANCE OF 429.48 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 8.252 ACRES, MORE OR LESS.

COMMON AREA "A" / DRAINAGE EASEMENT DESCRIPTION:

(BY THIS SURVEYOR)
A PORTION OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, AND RUN THENCE NORTH 88°39'32" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 667.27 FEET; THENCE SOUTH 01°12'44" EAST, 675.46 FEET; THENCE NORTH 88°28'31" EAST, 333.74 FEET, THENCE SOUTH 01°13'14" EAST, 150.00 FEET, TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2304, PAGE 599 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE SOUTH 1°13'00" EAST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 30.40 FEET; THENCE DEPARTING SAID WEST LINE, SOUTH 89°57'24" EAST, A DISTANCE OF 123.07 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 69.25 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 66°35'55" EAST, 54.92 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 46°42'59", AN ARC LENGTH OF 56.47 FEET; THENCE SOUTH 41°32'24" EAST, A DISTANCE OF 44.30 FEET; THENCE NORTH 48°17'03" EAST, A DISTANCE OF 102.83 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 533.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 73°58'51" EAST, 462.20 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 51°23'27", AN ARC LENGTH OF 478.07 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 467.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 81°45'02" EAST, 287.47 FEET, SAID POINT LYING ON THE SOUTHERLY BOUNDARY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4821, PAGE 1904 OF SAID PUBLIC RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID LANDS THROUGH THE FOLLOWING FIVE (5) COURSES: 1) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°51'05", AN ARC LENGTH OF 292.21 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 467.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 28°20'49" EAST, 66.16 FEET; 2) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 70°57'21", AN ARC LENGTH OF 70.59 FEET; 3) THENCE NORTH 51°10'56" EAST, A DISTANCE OF 78.12 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 57.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 85°54'42" EAST, 64.95 FEET; 4) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 69°27'32", AN ARC LENGTH OF 69.10 FEET; 5) THENCE NORTH 51°10'56" EAST, A DISTANCE OF 179.09 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO 441; THENCE SOUTH 38°49'44" EAST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 66.00 FEET; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT OF WAY LINE, SOUTH 51°10'56" WEST, A DISTANCE OF 179.10 FEET; THENCE SOUTH 26°04'35" WEST, A DISTANCE OF 36.55 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 40.55 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 10°27'14" WEST, 33.16 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48°15'42", AN ARC LENGTH OF 34.16 FEET; THENCE SOUTH 51°10'56" WEST, A DISTANCE OF 67.02 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 60.47 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 83°20'05" WEST, 33.79 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°26'48", AN ARC LENGTH OF 34.24 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 234.94 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 76°18'46" WEST, 58.60 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°19'45", AN ARC LENGTH OF 58.76 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 533.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 81°28'44" WEST, 332.90 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°23'41", AN ARC LENGTH OF 338.57 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 467.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 73°58'51" WEST, 404.97 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 51°23'27", AN ARC LENGTH OF 418.87 FEET; THENCE SOUTH 48°17'03" WEST, A DISTANCE OF 103.03 FEET; THENCE NORTH 41°32'24" WEST, A DISTANCE OF 66.00 FEET THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN: 2.076 ACRES, MORE OR LESS.

COMMON AREA "C" / DRAINAGE EASEMENT DESCRIPTION:

(BY THIS SURVEYOR)
A PORTION OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

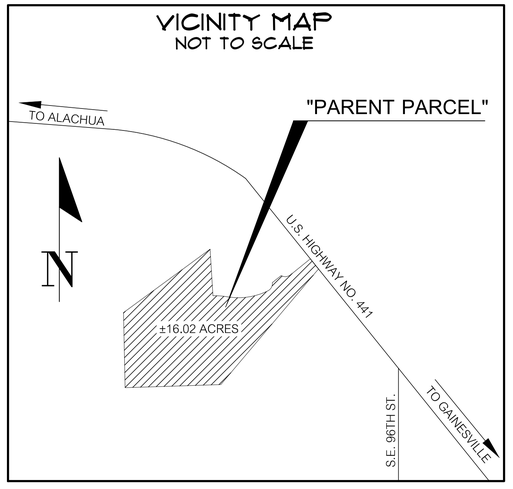
COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, AND RUN THENCE NORTH 88°39'32" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 667.27 FEET; THENCE SOUTH 01°12'44" EAST, 675.46 FEET; THENCE NORTH 88°28'31" EAST, 333.74 FEET, THENCE SOUTH 01°13'14" EAST, 150.00 FEET, TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2304, PAGE 599 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE SOUTH 1°13'00" EAST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 30.40 FEET; THENCE DEPARTING SAID WEST LINE SOUTH 89°57'24" EAST, A DISTANCE OF 123.07 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 69.25 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 66°35'55" EAST, 54.92 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 46°42'59", AN ARC LENGTH OF 56.47 FEET; THENCE SOUTH 41°32'24" EAST, A DISTANCE OF 44.30 FEET; THENCE NORTH 48°17'03" EAST, A DISTANCE OF 102.83 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 533.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 73°58'51" EAST, 462.20 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 2°58'26", AN ARC LENGTH OF 24.24 FEET; THENCE SOUTH 71°24'33" EAST, A DISTANCE OF 69.44 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 70.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 37°07'51" EAST, 78.85 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 68°33'24", AN ARC LENGTH OF 83.76 FEET; THENCE SOUTH 2°51'09" EAST, A DISTANCE OF 5.64 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 39.55 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 27°39'29" WEST, 40.15 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 61°01'17", AN ARC LENGTH OF 42.12 FEET; THENCE SOUTH 58°10'08" WEST, A DISTANCE OF 116.38 FEET; THENCE NORTH 41°32'24" WEST, A DISTANCE OF 138.11 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN: 0.539 ACRES, MORE OR LESS.

SURVEYORS NOTES:

1. BEARINGS SHOWN HEREON ARE REFERRED TO AN ASSUME VALUE OF NORTH 40°10'50" EAST FOR THE EASTERLY LINE OF THE PARENT PARCEL, SAID BEARING IS IDENTICAL WITH THE DEED RECORDED IN OFFICIAL RECORDS BOOK 4821, PAGE 1902, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.
2. THE ERROR OF CLOSURE FOR THE BOUNDARY OF THIS MINOR SUBDIVISION DOES NOT EXCEED 1:5000.
3. INFORMATION FROM FEDERAL EMERGENCY MANAGEMENT AGENCY, (F.E.M.A.) FLOOD INSURANCE RATE MAP(S), SHOWN ON THIS MAP WAS CURRENT AS OF THE REFERENCED DATE. MAP REVISIONS AND AMENDMENTS ARE PERIODICALLY MADE BY LETTER AND MAY NOT BE REFLECTED ON THE MOST CURRENT MAP.
4. DEVELOPMENT STANDARDS FOR THE SUBJECT PROPERTY SHALL BE IN ACCORDANCE WITH THE CITY OF ALACHUA, CI ZONING DISTRICT.
5. ALL DISTANCES SHOWN HEREON ARE IN FEET AND INTENDED TO BE ACCURATE TO THE HUNDREDTH OF A FOOT.
6. LOT CORNERS SHALL BE SET IN CONFORMANCE WITH CHAPTER 177.091 (9) OF FLORIDA STATUES.
7. MUNICIPAL WATER AND SEWER ARE AVAILABLE TO THIS SITE VIA U.S HIGHWAY NO 441.
8. THIS MINOR SUBDIVISION IS SUBJECT TO A DEVELOPER AGREEMENT AS RECORDED IN O.R.B. 3840, PG. 1589. DESCRIPTION IS BLANKET IN NATURE AND COVERS THE PLAT.
9. THIS MINOR SUBDIVISION IS SUBJECT TO A EASEMENT AS RECORDED IN O.R.B. 3679, PG. 162. DESCRIPTION IS BLANKET IN NATURE AND COVERS THE PLAT.
10. THIS MINOR SUBDIVISION MAY OR MAY NOT BE SUBJECT TO A AGREEMENT CONCERNING WATER AND WASTEWATER SERVICES AS RECORDED IN O.R.B. 1628, PG. 2553. DESCRIPTION IS BLANKET IN NATURE AND COVERS THE SUBJECT PARCEL.
11. THIS PLAT CONSISTS OF TWO SHEETS AND IS NOT COMPLETE WITHOUT BOTH SHEETS. SEE SHEET ONE FOR VICINITY MAP, PARCEL DESCRIPTIONS, OWNERS DEDICATION, COUNTY APPROVALS, SURVEYOR'S CERTIFICATE AND COMPLETE SURVEYOR'S NOTES. SEE SHEET TWO FOR DETAILED SUBDIVISION INFORMATION.

VICINITY MAP
NOT TO SCALE



CURRENT ZONING: CI

THIS MINOR SUBDIVISION IS SUBJECT TO THE TERMS AND CONDITIONS OF THE CURRENT LAND DEVELOPMENT REGULATIONS WITHIN THE CI ZONING DISTRICT.

SETBACK REQUIREMENTS:
FRONT: 20'
SIDE: 0'
REAR: 15'

FLOOD ZONE:

THIS PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE "A" (SPECIAL FLOOD HAZARD AREA SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD) AND IN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS INTERPOLATED FROM F.I.R.M. MAP NO. 12001C0145D, WITH AN EFFECTIVE DATE OF 06/16/2006.

FLOOD HAZARD WARNING:

THIS PROPERTY MAY BE SUBJECT TO FLOODING. YOU SHOULD CONTACT THE CITY LDR ADMINISTRATOR AND OBTAIN THE LATEST INFORMATION ABOUT FLOOD ELEVATIONS AND RESTRICTIONS BEFORE MAKING PLANS FOR THE USE OF THIS LAND.

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

ALL PLATTED UTILITY EASEMENTS ARE ALSO EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.

OWNER'S CERTIFICATION AND CONSENT

ALACHUA CROSSINGS LLC, DOES HEREBY CERTIFY THAT THEY ARE THE OWNERS OF THE HEREIN DESCRIBED LANDS AND DOES CONSENT TO THIS MINOR SUBDIVISION.

WITNESS

JAY HUTTO - MANAGING MEMBER

WITNESS

MORTGAGEE DEDICATION AND CONSENT

AMERIS BANK, AS HOLDER OF THAT CERTAIN MORTGAGE RECORDED IN OFFICIAL RECORDS BOOK 4821, PAGE 1928, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA DOES HEREBY CONSENT AND AGREE TO THE PLATTING OF THE LANDS ENCOMPASSED IN THIS REPLAT, AS SHOWN HEREON.

DATED: _____ MORTGAGEE: _____

WITNESS

ADDRESS: _____

BY: _____

WITNESS

TITLE: _____

ACKNOWLEDGEMENT
(STATE OF FLORIDA-COUNTY OF ALACHUA)

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, JAY HUTTO, AS MANAGING MEMBER OF ALACHUA CROSSINGS, LLC, WHO WAS DULY SWORN AND WHO FURNISHED A FLORIDA DRIVER'S LICENSE AS IDENTIFICATION AND WHO EXECUTED THE ABOVE INSTRUMENT AND ACKNOWLEDGED BEFORE ME THAT HE EXECUTED SAID INSTRUMENT FOR THE USE AND PURPOSE HEREIN EXPRESSED, AND DID TAKE AN OATH.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____DAY OF _____ A.D. 2021

MY COMMISSION EXPIRES:_____

NOTARY PUBLIC-STATE OF FLORIDA

CERTIFICATE OF APPROVAL BY THE CITY COMMISSION OF THE CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

THIS IS TO CERTIFY THAT ON _____, THE FORGOING PLAT WAS APPROVED BY THE CITY COMMISSION OF THE CITY OF ALACHUA, FLORIDA.

MAYOR

ATTEST:

CITY MANAGER

FILED FOR RECORD ON

CERTIFICATE OF APPROVAL BY THE ATTORNEY FOR THE CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

EXAMINED ON

AND APPROVED AS TO ITS LEGAL FORM AND SUFFICIENCY BY:

CITY ATTORNEY

SURVEYOR'S CERTIFICATE:

I DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY WITH THE PLATTING REQUIREMENTS PURSUANT TO CHAPTER 177, PART 1, FLORIDA STATUES AND THAT THIS PLAT COMPLIES WITH THE STANDARDS OF PRACTICE REQUIREMENTS OF SAID PART 1 PLATTING CHAPTER, HOWEVER MY REVIEW AND CERTIFICATION DOES NOT INCLUDE COMPUTATION OF FIELD VERIFICATION OF ANY POINTS OR MEASUREMENTS.

DATE

TROY WRIGHT
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER 7210
JBROWN PROFESSIONAL GROUP INC.
LICENSED BUSINESS NO. 8031

SURVEYOR'S CERTIFICATION

I DO HEREBY CERTIFY THAT THIS PLAT ENTITLED "ALACHUA CROSSINGS" IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE OF THE DESCRIBED LANDS, UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THIS PLAT AND SURVEY COMPLIES WITH ALL REQUIREMENTS AS SET FORTH IN CHAPTER 177, PART 1 OF THE FLORIDA STATUTES.

DATE

CHAD A. COLSON
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER 7142
CAUSSEAUX, HEVETT, & WALPOLE, INC.
LICENSED BUSINESS NO. 5075

Tech: chadc Plot Date: Sep 28,2021 2:42pm Filename: N:\2019\19-0170\Survey\Cm

ALACHUA CROSSINGS

LYING IN THE SW 1/4 OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 19 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

CHW Professional Consultants
11801 Research Drive
Alachua, Florida 32615
(352) 331-1976
www.chw-inc.com
est. 1988 FLORIDA CA-5075

MINOR SUBDIVISION
BOOK __, PAGE __
SHEET TWO OF TWO

SURVEYORS NOTES:

1. BEARINGS SHOWN HEREON ARE REFERRED TO AN ASSUME VALUE OF NORTH 40°10'50" EAST FOR THE EASTERLY LINE OF THE PARENT PARCEL, SAID BEARING IS IDENTICAL WITH THE DEED RECORDED IN OFFICIAL RECORDS BOOK 4821, PAGE 1902, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.
2. THE ERROR OF CLOSURE FOR THE BOUNDARY OF THIS MINOR SUBDIVISION DOES NOT EXCEED 1:5000.
3. INFORMATION FROM FEDERAL EMERGENCY MANAGEMENT AGENCY, (F.E.M.A.) FLOOD INSURANCE RATE MAP(S), SHOWN ON THIS MAP WAS CURRENT AS OF THE REFERENCED DATE. MAP REVISIONS AND AMENDMENTS ARE PERIODICALLY MADE BY LETTER AND MAY NOT BE REFLECTED ON THE MOST CURRENT MAP.
4. DEVELOPMENT STANDARDS FOR THE SUBJECT PROPERTY SHALL BE IN ACCORDANCE WITH THE CITY OF ALACHUA, CI ZONING DISTRICT.
5. ALL DISTANCES SHOWN HEREON ARE IN FEET AND INTENDED TO BE ACCURATE TO THE HUNDREDTH OF A FOOT.
6. LOT CORNERS SHALL BE SET IN CONFORMANCE WITH CHAPTER 177.091 (9) OF FLORIDA STATUES.
7. MUNICIPAL WATER AND SEWER ARE AVAILABLE TO THIS SITE VIA U.S HIGHWAY NO 441.
8. THIS MINOR SUBDIVISION IS SUBJECT TO A DEVELOPER AGREEMENT AS RECORDED IN O.R.B. 3840, PG. 1589. DESCRIPTION IS BLANKET IN NATURE AND COVERS THE PLAT.
9. THIS MINOR SUBDIVISION IS SUBJECT TO A EASEMENT AS RECORDED IN O.R.B. 3679, PG. 162. DESCRIPTION IS BLANKET IN NATURE AND COVERS THE PLAT.
10. THIS MINOR SUBDIVISION MAY OR MAY NOT BE SUBJECT TO A AGREEMENT CONCERNING WATER AND WASTEWATER SERVICES AS RECORDED IN O.R.B. 1628, PG. 2553. DESCRIPTION IS BLANKET IN NATURE AND COVERS THE SUBJECT PARCEL.
11. THIS PLAT CONSISTS OF TWO SHEETS AND IS NOT COMPLETE WITHOUT BOTH SHEETS. SEE SHEET ONE FOR VICINITY MAP, PARCEL DESCRIPTIONS, OWNERS DEDICATION, COUNTY APPROVALS, SURVEYOR'S CERTIFICATE AND COMPLETE SURVEYOR'S NOTES. SEE SHEET TWO FOR DETAILED SUBDIVISION INFORMATION.

GRAPHIC SCALE
0 25 50 100

POINT OF COMMENCEMENT
NORTHWEST CORNER OF THE SW 1/4 OF THE SW 1/4 OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 19 EAST (3/4" IRON PIPE WITH NO IDENTIFICATION)
L1 (2742)
L2 N 88°39'32" E 667.27'
(1824, TOP BROKEN) NORTH LINE OF SW 1/4 OF THE SW 1/4 OF SECTION 27
S 01°12'44" E 675.46'
N 88°28'31" E 333.74'

POINT OF BEGINNING
PARENT PARCEL, COMMON AREA "A" / DRAINAGE EASEMENT, NORTHWESTERLY CORNER OF LANDS DESCRIBED IN O.R.B. 2304 PAGE 599
(FOUND 4" X 4" CONCRETE MONUMENT STAMPED "1824")

POINT OF BEGINNING
LOT 1

POINT OF BEGINNING
COMMON AREA "B" / INGRESS, EGRESS & UTILITY EASEMENT

POINT OF BEGINNING
COMMON AREA "C" / DRAINAGE EASEMENT

POINT OF BEGINNING
LOT 2

S 59°45'13" W 750.07'
N 3°30'12" W 256.35'
S 89°57'24" E 123.07'
44.30'
110.39'
68.00'
S (N) 41°32'24" E (W) 248.41'
138.11'
S 1°13'00" E 524.37'
N 1°13'00" W 493.97'
S 48°16'50" W 429.46'
N 48°16'50" E 429.46'
S 88°16'11" W 327.27'
N 88°16'11" E 334.42'
S 88°04'51" W 334.90'
N 88°04'51" E 334.90'
S 38°49'44" E 469.30'
N (S) 51°10'56" E (W) 179.09'
N(S) 51°10'56" E(W) 179.10'
S 40°10'50" W 1057.67'
N 40°10'50" E 1057.67' (BASIS OF BEARINGS)

L3 L4 L5 L6 L7 L8 L9 L10 L11 L12 L13 L14 L15 L16 L17 L18
C1 C2 C3 C4 C5 C6 C7 C8 C9 C10 C11 C12 C13 C14 C15 C16

COMMON AREA "A" / DRAINAGE EASEMENT
±2.819 ACRES

COMMON AREA "B" / INGRESS, EGRESS & UTILITY EASEMENT
±3.076 ACRES

COMMON AREA "C" / DRAINAGE EASEMENT
±0.539 ACRES

LOT 1
±2.279 ACRES

LOT 2
±8.252 ACRES

INGRESS & EGRESS EASEMENT DESCRIBED IN O.R.B. 4818 PAGE 1898

AGREEMENT DESCRIBED IN O.R.B. 3666, PAGE 12

SW CORNER OF LANDS DESCRIBED IN O.R.B. 4821 PAGE 1904

SOUTHERLY LINE OF LANDS DESCRIBED IN O.R.B. 4821 PAGE 1904

SOUTHERLY LINE OF LANDS DESCRIBED IN O.R.B. 4821 PAGE 1904

WEST LINE OF LANDS DESCRIBED IN O.R.B. 4821 PAGE 1904

NORTH LINE OF LANDS DESCRIBED IN O.R.B. 2304 PAGE 599

WEST LINE OF LANDS DESCRIBED IN O.R.B. 2304 PAGE 599

EASTERLY LINE OF LANDS DESCRIBED IN O.R.B. 2304 PAGE 599

SOUTH LINE OF LANDS DESCRIBED IN O.R.B. 2304 PAGE 599

SOUTHEAST CORNER OF LANDS DESCRIBED IN O.R.B. 2304 PAGE 599 (FOUND 4" X 4" CONCRETE MONUMENT WITH NO IDENTIFICATION)

NORTHEAST CORNER OF LANDS DESCRIBED IN O.R.B. 2304 PAGE 599 (FOUND 1"X 4" IRON PIPE WITHOUT IDENTIFICATION)

SOUTHWEST CORNER OF LANDS DESCRIBED (FOUND 4" X 4" CONCRETE MONUMENT STAMPED "1824")

FLOOD ZONE "A"
APPROXIMATE FLOOD ZONE LINE
FLOOD ZONE "X"

U.S. HIGHWAY 441
(SR 25/SR 500)
(200' RIGHT-OF-WAY)
CENTERLINE / PAN LINE

UNPLATTED LANDS
PARCEL ID: 03685-010-011
LANDS DESCRIBED IN O.R.B. 4821, PAGE 1904
CONTAINS: 6.31 ACRES, MORE OR LESS

UNPLATTED LANDS
PARCEL ID: 03685-000-000
LANDS DESCRIBED IN O.R.B. 2304 PAGE 599
CONTAINS: 13.58 ACRES, MORE OR LESS

UNPLATTED LANDS
PARCEL ID: 09157-000-000
LANDS DESCRIBED IN O.R.B. 4071, PAGE 422
CONTAINS: 2.00 ACRES, MORE OR LESS

UNPLATTED LANDS
PARCEL ID: 09157-000-001
LANDS DESCRIBED IN O.R.B. 2701, PAGE 919
CONTAINS: 4.00 ACRES, MORE OR LESS

UNPLATTED LANDS
PARCEL ID: 09834-000-000
LANDS DESCRIBED IN O.R.B. 2936, PAGE 993
CONTAINS: 2.04 ACRES, MORE OR LESS

UNPLATTED LANDS
PARCEL ID: 03685-000-000
LANDS DESCRIBED IN O.R.B. 2304, PAGE 599
CONTAINS: 13.58 ACRES, MORE OR LESS

AGREEMENT DESCRIBED IN O.R.B. 3666, PAGE 12

INGRESS & EGRESS EASEMENT DESCRIBED IN O.R.B. 4818 PAGE 1898

20' B.S.L.
15' B.S.L.

LINE DATA TABLE

LINE	DIRECTION	LENGTH
L1	N 71°42'19" E	78.85'
L2	N 88°47'26" E	33.31'
L3	S 1°13'14" E	150.00'
L4	N 38°49'44" W	90.78'
L5	N(S) 51°10'56" E(W)	78.12'
L6	S 1°13'00" E	30.40'
L7	N(S) 58°10'09" E(W)	116.38'
L8	N(S) 2°51'09" W(E)	5.64'
L9	N(S) 71°24'33" W(E)	69.44'
L10	N(S) 51°10'56" E(W)	67.02'
L11	N(S) 26°04'35" E(W)	36.55'
L12	N(S) 38°49'44" W(E)	66.00'
L13	S 88°16'11" W	7.15'
L14	S 38°49'44" E	24.78'
L15	N 3°17'41" E	69.94'
L16	N 48°17'03" E	102.83'
L17	S(N) 48°17'03" W(E)	103.03'
L18	S 41°32'25" E	66.00'

CURVE DATA TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	69.10'	57.00'	69°27'32"	39.51'	64.95'	N (S) 85°54'42" E (W)
C2	70.59'	57.00'	70°57'21"	40.62'	66.16'	N (S) 28°20'49" E (W)
C3	292.21'	467.00'	35°51'05"	151.07'	287.47'	N (S) 81°45'02" E (W)
C4	108.37'	533.00'	11°38'59"	54.37'	108.19'	N 86°08'50" W
C5	394.63'	467.00'	48°25'01"	209.96'	382.99'	N 75°28'04" E
C6	338.57'	533.00'	36°23'41"	175.21'	332.90'	N(S) 81°28'44" E(W)
C7	58.76'	234.94'	14°19'45"	29.53'	58.60'	N(S) 76°18'46" E(W)
C8	34.24'	60.47'	32°26'48"	17.60'	33.79'	S(N) 83°20'05" E(W)
C9	34.16'	40.55'	48°15'42"	18.17'	33.16'	S(N) 10°27'14" E(W)
C10	42.12'	39.55'	61°01'17"	23.30'	40.15'	N(S) 27°39'29" E(W)
C11	83.76'	70.00'	68°33'24"	47.71'	78.85'	N(S) 37°07'51" W(E)
C12	56.47'	69.25'	46°42'59"	29.91'	54.92'	S 66°35'55" E
C13	369.70'	533.00'	39°44'28"	192.63'	362.33'	N 68°09'22" E
C14	24.24'	467.00'	2°58'26"	12.12'	24.24'	N 49°46'21" E
C15	418.87'	467.00'	51°23'27"	224.71'	404.97'	S 73°58'51" W
C16	478.07'	533.00'	51°23'27"	256.46'	462.20'	N 73°58'51" E

LEGEND:
O.R.B. = OFFICIAL RECORDS BOOK
R/W = RIGHT OF WAY
LB = LICENSED BUSINESS
N = NORTH
E = EAST
S = SOUTH
W = WEST
B.S.L. = BUILDING SETBACK LINE
= FOUND 4"x4" CONCRETE MONUMENT MARKED AS NOTED
= FOUND 5/8" IRON ROD AND CAP NO IDENTIFICATION
= FOUND 5/8" STEEL REBAR & CAP MARKED AS NOTED
= SET 5/8" STEEL REBAR AND CAP MARKED "CHW INC LB 5075"
= FOUND 3/4" IRON PIPE MARKED AS NOTED
= SUBJECT PARCEL LINE
= ADJOINER BOUNDARY LINE
= LOT LINE
= APPROXIMATE FLOOD ZONE LINE
= RIGHT OF WAY LINE
= BUILDING SETBACK LINE
= EASEMENT LINE

Tech: cbobb Plot Date: Sep 27, 2021 5:44pm Filename: N:\2019\19-0170\Survey\DWG\MINOR SUB\19-0170.05 MINOR SUBDIVISION.dwg

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9. Proof of Ownership
10. Proof of Payment of Taxes
11. Environmental Resource Permit
12. Access Management Permit from Florida Department of Transportation

BOUNDARY SURVEY

LYING IN THE SW 1/4 OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA

DESCRIPTION: (PER FIRST AMERICAN TITLE INSURANCE COMPANY TITLE COMMITMENT FILE NO. 2076-5383466, DATED MAY 27, 2021.)

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

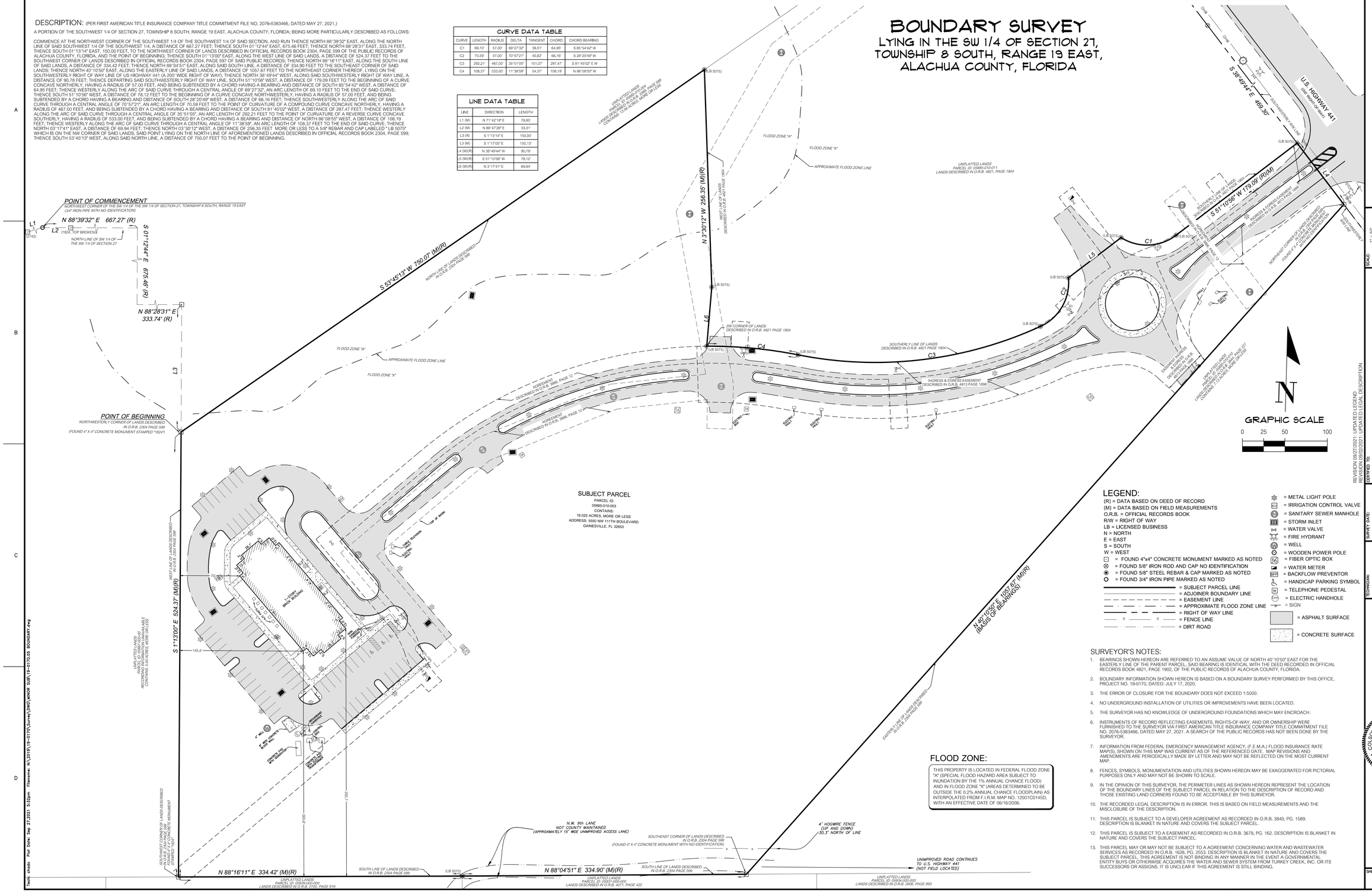
COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, AND RUN THENCE NORTH 88°39'32" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 667.27 FEET; THENCE SOUTH 01°12'44" EAST, 675.46 FEET; THENCE NORTH 88°28'31" EAST, 333.74 FEET, THENCE SOUTH 01°13'14" EAST, 150.00 FEET, TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2304, PAGE 599 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE SOUTH 01°13'00" EAST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 524.37 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2304, PAGE 597 OF SAID PUBLIC RECORDS; THENCE NORTH 88°16'11" EAST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 334.42 FEET; THENCE NORTH 88°04'51" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 334.90 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE NORTH 40°10'50" EAST, ALONG THE EASTERLY LINE OF SAID LANDS, A DISTANCE OF 1057.67 FEET TO THE NORTHEAST CORNER THEREOF, LYING ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF US HIGHWAY 441 (A 200' WIDE RIGHT OF WAY); THENCE NORTH 38°49'44" WEST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 90.79 FEET; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT OF WAY LINE, SOUTH 51°10'56" WEST, A DISTANCE OF 179.09 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 57.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 85°54'42" WEST, A DISTANCE OF 64.95 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 69°27'32", AN ARC LENGTH OF 69.10 FEET TO THE END OF SAID CURVE; THENCE SOUTH 51°10'56" WEST, A DISTANCE OF 78.12 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 57.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 28°20'49" WEST, A DISTANCE OF 66.16 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 70°57'21", AN ARC LENGTH OF 70.59 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 467.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 81°45'02" WEST, A DISTANCE OF 287.47 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°51'05", AN ARC LENGTH OF 292.21 FEET TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 533.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 86°08'55" WEST, A DISTANCE OF 108.19 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°38'59", AN ARC LENGTH OF 108.37 FEET TO THE END OF SAID CURVE; THENCE NORTH 03°17'41" EAST, A DISTANCE OF 69.94 FEET; THENCE NORTH 03°30'12" WEST, A DISTANCE OF 256.35 FEET MORE OR LESS TO A 5/8" REBAR AND CAP LABELED "LB 5075" WHICH IS ON THE NW CORNER OF SAID LANDS, SAID POINT LYING ON THE NORTH LINE OF AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2304, PAGE 599; THENCE SOUTH 53°45'13" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 750.07 FEET TO THE POINT OF BEGINNING.

CURVE DATA TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	69.10'	57.00'	69°27'32"	39.51'	64.95'	S 85°54'42" W
C2	70.59'	57.00'	70°57'21"	40.82'	66.16'	S 28°20'49" W
C3	292.21'	467.00'	35°51'05"	151.07'	287.47'	S 81°45'02" E W
C4	108.37'	533.00'	11°38'59"	54.37'	108.19'	N 86°08'55" W

LINE DATA TABLE

LINE	DIRECTION	LENGTH
L1 (M)	N 71°42'19" E	78.85'
L2 (M)	N 88°47'26" E	33.31'
L3 (R)	S 1°13'14" E	150.00'
L3 (M)	S 1°17'05" E	150.13'
L4 (M)(R)	N 38°49'44" W	90.78'
L5 (M)(R)	S 51°10'56" W	78.12'
L6 (M)(R)	N 3°17'41" E	69.94'



FLOOD ZONE:

THIS PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE "A" (SPECIAL FLOOD HAZARD AREA SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD) AND IN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS INTERPOLATED FROM F.I.R.M. MAP NO. 12001C0145D, WITH AN EFFECTIVE DATE OF 06/16/2006.

LEGEND:

- (R) = DATA BASED ON DEED OF RECORD
- (M) = DATA BASED ON FIELD MEASUREMENTS
- O.R.B. = OFFICIAL RECORDS BOOK
- R/W = RIGHT OF WAY
- LB = LICENSED BUSINESS
- N = NORTH
- E = EAST
- S = SOUTH
- W = WEST
- = FOUND 4"x4" CONCRETE MONUMENT MARKED AS NOTED
- = FOUND 5/8" IRON ROD AND CAP NO IDENTIFICATION
- = FOUND 5/8" STEEL REBAR & CAP MARKED AS NOTED
- = FOUND 3/4" IRON PIPE MARKED AS NOTED
- = SUBJECT PARCEL LINE
- = ADJOINER BOUNDARY LINE
- = EASEMENT LINE
- = APPROXIMATE FLOOD ZONE LINE
- = RIGHT OF WAY LINE
- = FENCE LINE
- = DIRT ROAD
- = METAL LIGHT POLE
- = IRRIGATION CONTROL VALVE
- = SANITARY SEWER MANHOLE
- = STORM INLET
- = WATER VALVE
- = FIRE HYDRANT
- = WELL
- = WOODEN POWER POLE
- = FIBER OPTIC BOX
- = WATER METER
- = BACKFLOW PREVENTOR
- = HANDICAP PARKING SYMBOL
- = TELEPHONE PEDESTAL
- = ELECTRIC HANDHOLE
- = SIGN
- = ASPHALT SURFACE
- = CONCRETE SURFACE

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE REFERRED TO AN ASSUME VALUE OF NORTH 40°10'50" EAST FOR THE EASTERLY LINE OF THE PARENT PARCEL, SAID BEARING IS IDENTICAL WITH THE DEED RECORDED IN OFFICIAL RECORDS BOOK 4821, PAGE 1902, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.
2. BOUNDARY INFORMATION SHOWN HEREON IS BASED ON A BOUNDARY SURVEY PERFORMED BY THIS OFFICE, PROJECT NO. 19-0170, DATED: JULY 17, 2020.
3. THE ERROR OF CLOSURE FOR THE BOUNDARY DOES NOT EXCEED 1:5000.
4. NO UNDERGROUND INSTALLATION OF UTILITIES OR IMPROVEMENTS HAVE BEEN LOCATED.
5. THE SURVEYOR HAS NO KNOWLEDGE OF UNDERGROUND FOUNDATIONS WHICH MAY ENCROACH.
6. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR VIA FIRST AMERICAN TITLE INSURANCE COMPANY TITLE COMMITMENT FILE NO. 2076-5383466, DATED MAY 27, 2021. A SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN DONE BY THE SURVEYOR.
7. INFORMATION FROM FEDERAL EMERGENCY MANAGEMENT AGENCY, (F.E.M.A.) FLOOD INSURANCE RATE MAP(S), SHOWN ON THIS MAP WAS CURRENT AS OF THE REFERENCED DATE. MAP REVISIONS AND AMENDMENTS ARE PERIODICALLY MADE BY LETTER AND MAY NOT BE REFLECTED ON THE MOST CURRENT MAP.
8. FENCES, SYMBOLS, MONUMENTATION AND UTILITIES SHOWN HEREON MAY BE EXAGGERATED FOR PICTORIAL PURPOSES ONLY AND MAY NOT BE SHOWN TO SCALE.
9. IN THE OPINION OF THIS SURVEYOR, THE PERIMETER LINES AS SHOWN HEREON REPRESENT THE LOCATION OF THE BOUNDARY LINES OF THE SUBJECT PARCEL IN RELATION TO THE DESCRIPTION OF RECORD AND THOSE EXISTING LAND CORNERS FOUND TO BE ACCEPTABLE BY THIS SURVEYOR.
10. THE RECORDED LEGAL DESCRIPTION IS IN ERROR. THIS IS BASED ON FIELD MEASUREMENTS AND THE MISCLOSURE OF THE DESCRIPTION.
11. THIS PARCEL IS SUBJECT TO A DEVELOPER AGREEMENT AS RECORDED IN O.R.B. 3840, PG. 1589. DESCRIPTION IS BLANKET IN NATURE AND COVERS THE SUBJECT PARCEL.
12. THIS PARCEL IS SUBJECT TO A EASEMENT AS RECORDED IN O.R.B. 3679, PG. 162. DESCRIPTION IS BLANKET IN NATURE AND COVERS THE SUBJECT PARCEL.
13. THIS PARCEL MAY OR MAY NOT BE SUBJECT TO A AGREEMENT CONCERNING WATER AND WASTEWATER SERVICES AS RECORDED IN O.R.B. 1628, PG. 2553. DESCRIPTION IS BLANKET IN NATURE AND COVERS THE SUBJECT PARCEL. THIS AGREEMENT IS NOT BINDING IN ANY MANNER IN THE EVENT A GOVERNMENTAL ENTITY BUYS OR OTHERWISE ACQUIRES THE WATER AND SEWER SYSTEM FROM TURKEY CREEK, INC. OR ITS SUCCESSORS OR ASSIGNS. IT IS UNCLEAR IF THIS AGREEMENT IS STILL BINDING.

This map prepared by:
Certificate of Authorization No. LB 5075
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

COLSON PSM 7142 STATE OF FLORIDA SURVEYOR & MAPPER
CHAD A. COLSON
Professional Surveyor & Mapper Flo. License No. 7142
9/29/21

REVISION 09/27/2021: UPDATED LEGEND
REVISION 09/02/2021: UPDATED LEGAL DESCRIPTION

CERTIFIED TO:
FIRST AMERICAN TITLE INSURANCE COMPANY
ALACHUA CROSSINGS, LLC
THOMAS M. EGAN, TRUSTEE
EGAN, THOMAS M., ESQUIRE

SURVEY DATE: 01/10/2020
REVISION DATE: 09/27/2021
JACKSON DATE:
PROJECT NUMBER: 19-0170.05

TECHNICIAN: KWM
CREW CHIEF: CAC
DRAWN BY: CAC
FIELD BOOK & PAGE: FILE

SCALE: 1" = 50'
VERIFY SCALE BAR IS ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

SHEET NO.: 1 OF 1

1801 Research Drive
Alachua, FL 32615
(352) 331-1976
www.chw-inc.com
est. 1988 FLORIDA CA-7075
CHW
Professional Consultants

Tech: chade Plot Date: Sep 27,2021 5:33pm Filename: M:\2019\19-0170\Survey\DWG\MINOR SUR\19-0170.05 BOUNDARY.dwg

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First American	ALTA Commitment for Title Insurance
Commitment	ISSUED BY First American Title Insurance Company File No: 2076-5383466

AMERICAN LAND TITLE ASSOCIATION COMMITMENT FOR TITLE INSURANCE

Issued By
First American Title Insurance Company

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, *First American Title Insurance Company*, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued through:
Egan; Thomas M., Esquire

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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COMMITMENT CONDITIONS

1. DEFINITIONS
   (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
   (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
   (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
   (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
   (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
   (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
   (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
   (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   (a) the Notice;
   (b) the Commitment to Issue Policy;
   (c) the Commitment Conditions;
   (d) Schedule A;
   (e) Schedule B, Part I—Requirements;
   (f) Schedule B, Part II—Exceptions; and
   (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND
   The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY
   (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
      (i) comply with the Schedule B, Part I—Requirements;
      (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
      (iii) acquire the Title or create the Mortgage covered by this Commitment.
   (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
   (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
   (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
   (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
   (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
   (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT
   (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
   (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
   (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
   (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
   (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
   (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT
   The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY
   The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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Schedule A

Transaction Identification Data for reference only:

Issuing Agent: Egan; Thomas M., Esquire
ALTA Universal ID:
Commitment Number:
Property Address: 5550 NW 111th Blvd, Gainesville, FL 32653

Issuing Office:
Loan ID Number:
Issuing Office File Number: Waldorff/Alachua Crossings
Revision Number:

SCHEDULE A

1. Commitment Date: May 27, 2021 @ 8:00 AM
2. Policy to be issued:
   (a) ☐ 2006 ALTA® Owner's Policy
   Proposed Insured: TBD
   Proposed Policy Amount: $TBD
   (b) ☐ 2006 ALTA® Loan Policy
   Proposed Insured:
   Proposed Policy Amount: $
   (c) ☐ 2006 ALTA® Loan Policy
   Proposed Insured:
   Proposed Policy Amount: $
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:
   Alachua Crossings, LLC, a Florida limited liability company
5. The Land is described as follows:

   See Exhibit "A" attached hereto and made a part hereof

Egan; Thomas M., Esquire

By: _____
Authorized Signatory

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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Issuing Office File Number: Waldorff/Alachua Crossings

SCHEDULE B-I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

    a) Warranty Deed from Alachua Crossings, LLC, a Florida limited liability company, to Thomas M. Egan, Trustee. In connection with said deed, we will further require regarding the grantor:

    i. Production of a copy of the articles of organization and operating agreement if adopted, with an affidavit affixed thereto that it is a true copy of the articles of organization and operating agreement, and all amendments thereto (the "Enabling Documents"), and that the limited liability company has not been dissolved;

    ii. That said deed shall be executed by all of the members, unless the articles of organization provide that the company shall be governed by managers, then said deed shall be executed by all of the managers;

    iii. If the Enabling Documents authorize less than all of the members, or managers as the case may be, to execute a conveyance, then said deed may be executed by such members or managers as are authorized by the articles of organization and operating agreement to execute a conveyance, together with any documentary evidence which may be necessary to show the authority of the parties executing the deed to bind the limited liability company;

    iv. Should any member, or manager if applicable, be other than a natural person, we will require proof of good standing as well as documentation of authority of the person to execute documents on its behalf;

    v. Certificate from the Secretary of State (or other governmental agency designated for the

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filing of the Enabling Documents) of said limited liability company's domicile, showing the limited liability company to have been formed prior to the date of acquisition, together with proof as to the current status of said limited liability company;

vi. Documentary evidence in recordable form, showing compliance with all requirements regarding conveying company property contained in the Enabling Documents; and

vii. The Company reserves the right to amend the commitment, including but not limited to, the addition of further requirements and/or exceptions as it deems necessary based upon a review of any of the documentation required above.

5. In relation to the Notice(s) of Commencement, recorded in Book 4837, page 2449, on 12/07/2020, the Company requires completion of the following: (1) Owner's Affidavit identifying all parties who gave notice to owner. (2) Contractor's Final Affidavit, together with Final Waiver and Release of Liens from each of the subcontractors and materialmen who gave notice to owner or are listed as unpaid in the Contractor's Final Affidavit. (3) Termination of Notice of Commencement in compliance with 713.132, F.S. (1993). (4) Final lien waiver and release from the General Contractor. The Company reserves the right to make additional requirements based upon its evaluation of lien exposure.

6. Payment, cancellation and satisfaction of record of mortgage in the original principal amount of $280,375.00, executed by Alachua Crossings, LLC, a Florida limited liability company in favor of AMERIS BANK , recorded 10/14/2020 in Book 4821, page 1928; Assignment of Rents in Book 4821, page 1940 .

7. Satisfactory verification from appropriate governmental authorities that any and all unrecorded Special Taxing District Liens, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, have been paid.

8. Proof of payment of taxes and assessments for the year 2020, and prior years, plus any penalties and interest.

Note: The following is for informational purposes only and is given without assurance or guarantee: 2020 taxes show PAID. The gross amount is $32,279.49 for Tax Identification No. 05885-010-003.

The following note is incorporated herein for information purposes only and is not part of the exceptions from coverage (Schedule B-II of the commitment and Schedule B-I of the policy):

The following instrument affecting said land is the last conveyancing instrument filed for record within 24 months of the effective date of this commitment:
4821/1902

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Issuing Office File Number: Waldorff/Alachua Crossings

SCHEDULE B-II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

2. Any rights, interests, or claims of parties in possession of the land not shown by the public records.

3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.

4. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.

5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.

6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.

7. Any minerals or mineral rights leased, granted or retained by current or prior owners.

8. Taxes and assessments for the year 2021 and subsequent years, which are not yet due and payable.

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NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the Florida Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

The Standard Exception for any minerals or mineral rights leased, granted or retained by current or prior owners is hereby deleted.

9. Terms and conditions of the Agreement Concerning Water and Wastewater Services between Turkey Creek, Inc. and Cole L. Saxon, Jr, as Trustee uta dated June 26, 1986, known as Multi-Investors Trust A recorded in Book 1628, Page 2553.

10. Easement granted to CoxCom, Inc. d/b/a Cox Communications Gainesville/Ocala by instrument recorded in Book 3679, Page 162.

11. Terms and conditions of the Developer Agreement between Applied Technology and Management, Inc., a Florida corporation and City of Alachua, a Florida municipal corporation recorded in Book 3840, Page 1589.

12. Terms and conditions of the Agreement between Applied Investments - Gainesville, LLC et al. and Tidewater Properties, LLC recorded in Book 3866, Page 12.

13. Terms and conditions of the Access Easement between Alachua Crossings, LLC, a Florida limited liability company and Gatorland Kubota Equipment Company, Inc., a Florida corporation recorded in Book 4800, Page 930, as corrected in Book 4813, Page 1898.

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14. The right, title or interest, if any, of the public to use as a public beach or recreation area any part of the Land lying between the water abutting the Land and the most inland of any of the following: (a) the natural line of vegetation; (b) the most extreme high water mark; (c) the bulkhead line, or (d) any other line which has been or which hereafter may be legally established as relating to such public use.

15. The policy does not insure title to any part of the Land lying below the Mean or Ordinary High Water Line of the abutting body of water.

16. Riparian and/or littoral rights are not insured.

17. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).

Searched by: tca/ - -

Note: All of the recording information contained herein refers to the Public Records of ALACHUA County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

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Issuing Office File Number: Waldorff/Alachua Crossings

The land referred to herein below is situated in the County of ALACHUA, State of Florida, and described as follows:

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, AND RUN THENCE NORTH 88039'32" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 667.27 FEET; THENCE SOUTH 01°12'44" EAST, 675.46 FEET; THENCE NORTH 88°28'31" EAST, 333.74 FEET, THENCE SOUTH 01°13'14" EAST, 150.00 FEET, TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2304, PAGE 599 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE SOUTH 01°13'00" EAST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 524.37 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2304, PAGE 597 OF SAID PUBLIC RECORDS; THENCE NORTH 88°16'11" EAST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 334.42 FEET; THENCE NORTH 88°04'51 EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 334.90 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE NORTH 40°10'50" EAST, ALONG THE EASTERLY LINE OF SAID LANDS, A DISTANCE OF 1057.67 FEET TO THE NORTHEAST CORNER THEREOF, LYING ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF US HIGHWAY 441 (A 200' WIDE RIGHT OF WAY); THENCE NORTH 38°49'44" WEST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 90.78 FEET; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT OF WAY LINE, SOUTH 51°10'56" WEST, A DISTANCE OF 179.09 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 57.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 85°54'42" WEST, A DISTANCE OF 64.95 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 69°27'32", AN ARC LENGTH OF 69.10 FEET TO THE END OF SAID CURVE; THENCE SOUTH 51o10'56" WEST, A DISTANCE OF 78.12 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 57.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 28°20'49" WEST, A DISTANCE OF 66.16 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 70°57'21", AN ARC LENGTH OF 70.59 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 467.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 81°45'02" WEST, A DISTANCE OF 287.47 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35o51'05", AN ARC LENGTH OF 292.21 FEET TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 533.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 86°08'55" WEST, A DISTANCE OF 108.19 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°38'59", AN ARC LENGTH OF 108.37 FEET TO THE END OF SAID CURVE; THENCE NORTH 03°17'41" EAST, A DISTANCE OF 69.94 FEET; THENCE NORTH 03°30'12" WEST, A DISTANCE OF 256.35 FEET MORE OR LESS TO A 5/8" REBAR AND CAP LABELED "LB 5075" WHICH IS ON THE NW CORNER OF SAID LANDS, SAID POINT LYING ON THE NORTH LINE OF THE AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2304, PAGE 599; THENCE SOUTH 53°45'13" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 750.07 FEET TO THE POINT OF BEGINNING.

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Application Attachments
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1. Authorized Agent Affidavit
2. Plat
3. Boundary Survey
4. Title Certification
5. **Proposed Covenants and Restrictions.**
6. Concurrency Impact Analysis
7. Legal Descriptions
8. School Student Generation Form
9. Proof of Ownership
10. Proof of Payment of Taxes
11. Environmental Resource Permit
12. Access Management Permit from Florida Department of Transportation

DECLARATION OF COVENANTS AND RESTRICTIONS FOR ALACHUA CROSSINGS

This Declaration of Covenants and Restrictions for Alachua Crossings (herein referred to as "Declaration") is made this 31st day of August, 2021, by and between **GATORLAND KUBOTA EQUIPMENT COMPANY, INC.**, a Florida corporation, whose address is 4502 NW 13th Street, Gainesville, Florida 32609, hereinafter called **"GATORLAND,"** and **ALACHUA CROSSINGS, LLC**, a Florida limited liability company, whose address is 2404 NW 93rd Street, Gainesville, Florida 32606, hereinafter called **"CROSSINGS."** CROSSINGS and GATORLAND may be referred to individually in this Agreement as "Party" and collectively as the "Parties" or as "Declarant".

RECITALS:

A. Crossings is the owner of the real property described in Exhibit "A" attached hereto and made a part hereof (the "Crossings Property").

B. Gatorland is the owner of the real property described in Exhibit "B" (the "Gatorland Property"). The Crossings Property and Gatorland Property are collectively referred to as the "Property".

C. The Crossings Property has currently been divided into three (3) separate lots, each of which is described as "Parcel B", "Parcel C" and "Parcel D" in Exhibit "A" and as depicted on Exhibit "C".

D. The Gatorland Property is also known as "Parcel A" for purposes hereof.

E. Crossings will convey Parcel D to the Alachua Crossings Association, Inc., a Florida not-for-profit corporation (the "Association"), to be owned by and managed by the Association, subject to and in accordance with the provisions hereof.

F. There currently exists within Parcel D: (i) a private roadway that runs from U.S. Highway 441, west to Parcel C that serves the Property (the "Private Roadway"); (ii) a surface water and storm water management system that serves the Property and an adjacent property (the "Drainage System"); and (iii) a monument sign that serves the Property (the "Sign").

G. Upon the recording of this Declaration, a permanent easement for ingress, egress and utilities will be created for the benefit of the Property, over, across and under the Private Roadway.

H. Upon the recording of that certain Drainage and Retention Easement, a permanent easement for drainage and retention will be created for the benefit of the Property over, across and under the Drainage System and an adjacent property.

I. The Parties desire to provide for the preservation of the values of the Property, for the maintenance of the Private Roadway, Drainage System, Sign and Common Property, and to this end, desires to subject the Property, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property.

J. The Parties have deemed it desirable to provide in this Declaration, a method of assuring that the covenants and obligations set forth herein for maintenance and repair of the Private Roadway, Drainage System, Sign and Common Property are able to be enforced and for the collection and disbursement of funds that will be needed for the repair and maintenance of the foregoing.

NOW, THEREFORE, the Parties declares that the Property is and will be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes

referred to as "covenants and restrictions") hereinafter set forth, all of which will be binding upon, and enforceable by, the Parties and subsequent owners of any parcels located therein, and which will run with the Property.

ARTICLE I
DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context will prohibit) will have the following meanings:

(a) "Association" shall mean Alachua Crossings Association, Inc. The Articles of Incorporation and the Bylaws of the Association are attached hereto as Exhibits "D" and "E" and are incorporated herein by reference.

(b) "Common Property" will mean and refer to the Parcel D as described in Exhibit "A" and depicted on Exhibit "C", which is intended to be devoted to the common use and enjoyment of the owners of the Crossings Property and Gatorland Property, title to be held by the Association for the common use and enjoyment of Parcel A, Parcel B and Parcel C. To the extent and in the event the Parties elect to convey the Private Roadway to the City of Alachua, the Association shall, as may be required, join in the conveyance of the Private Roadway to the City.

(c) "Member" will mean and refer to the Owner of Parcel A, Parcel B, or Parcel C, or such part thereof, who are members of the Association as provided in Article V hereof.

(d) "The Property" will mean and refer to the real property described on attached Exhibits "A" and "B" and as further depicted on Exhibit "C".

(e) "Private Roadway" will mean and refer to that certain roadway located in Parcel D of Exhibit "A" as depicted in Exhibit "C", intended to be devoted to the common use and enjoyment of the owners of the Crossing Property and Gatorland Property. The Private Roadway and the use thereof, will be subject to the conditions, limitations and obligations contained herein.

(f) "Parcel" or the "Parcels" will mean and refer to each Parcel described on Exhibit "A" and as depicted on Exhibit "C", which are labeled Parcel A, Parcel B, Parcel C and Parcel D.

(g) "Owner" of "Owners" will mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to the Crossings Property and/or Gatorland Property, but notwithstanding any applicable theory of the mortgage, will not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

ARTICLE II
GENERAL PLAN OF MANAGEMENT

Section 1. General Nature of Management. The purpose of this Article is to generally describe the plan, manner and method for the maintenance of the Common Property including but not limited to the Drainage System, Private Roadway and the Sign. Therefore, the provisions and statements contained in this Article will necessarily be general in nature, and any conflict between them and more specific statements found hereafter in the remaining Articles of this Declaration will be resolved in favor of such more specific statements.

Section 2. Responsibilities of Association. The Association shall have the responsibility and duty of (a) keeping the Private Roadway in good condition and repair and clear of trash and debris; (b) maintaining the Drainage System; (c) maintaining the Sign; (d) maintaining all other Common Property; and (e) obtaining general liability insurance as to the Common Property; and (f) such other matters as the Directors of the Association shall deem appropriate.

Section 3. Grant of Easements over the Private Roadway. The Owners of the Crossings Property and Gatorland Property, for themselves as well as for their agents, customers and invitees, as provided for herein are granted non-exclusive easements for ingress, egress and utilities over, through and under the Private Roadway.

Section 4. Responsibilities of Association as to the Repair and Maintenance of the Private Roadway, Sign & Common Property. The Association is responsible for the cost to repair and maintain the Private Roadway, Sign and Common Property as provided for herein.

Section 5. Responsibility for Damage to the Private Roadway. If at any time an Owner, as part of an Owner's use of that Owner's Property, damages the Private Roadway or is required or needs to remove parts of the Private Roadway, that Owner is responsible for repair of the same. Likewise, if the agents, employees or invitees of an Owner, cause damage to a Private Roadway, the Owner is responsible for repairs to the same.

ARTICLE III
PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and will be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Alachua County, Florida, and is more particularly described on the attached exhibits.

ARTICLE IV
EASEMENTS

All easements and other rights herein given to the Owner of a Property, are hereby declared to be appurtenant to each Property, and will not be separately conveyed, encumbered or otherwise dealt with separately from a Property unless further split in accordance with applicable governmental authority. Any instrument, whether a deed, mortgage, or otherwise, which purports to transfer or convey a Property or such portion thereof, will also transfer and convey all of the Owner's easements rights hereunder, whether specifically mentioned or not. Once an Owner conveys title to a Property or portion thererof to some other person, that Owner will automatically lose that Owner's easement rights as to the property conveyed, and the grantee of that Owner will automatically become the new Owner of the Property or such portion thereof and the easement rights of that Owner, subject to all rights, duties and obligations hereof.

ARTICLE V
OWNERS ASSOCIATION

Section 1. Non-Profit Corporation. Articles of Incorporation of Alachua Crossings Association, Inc., a Florida not for profit corporation have been filed with the office of the Secretary of State of Florida. The principal purpose of the Association is to hold title to the Parcel D and to manage same in accordance herewith.

Section 2. Membership. Every person or entity, who owns a vested present interest in the fee title to Parcel A, Parcel B or Parcel C, or any such part thereof, will automatically be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation will not be a Member. Such membership will continue for so long as such ownership continues and will automatically terminate when such person or entity no longer owns such Interest. Voting by the Members shall be based upon respective square footage of each Owners parcel and each Owner shall have one (1) vote per square feet of land owned.

Section 3. Board of Directors; By-Laws; and Rules and Regulations. All of the affairs, policies, regulations and property of the Association will be controlled and governed by the Board of Directors thereof, which Board will consist of no fewer than three (3) nor more than five (5) Members, the exact number to be determined by the Members of the Association prior to the vote therefor. Such directors will be elected annually by all of the Members entitled to vote. The initial Owners of the Gatorland Property and Crossings Property each have the right to name one (1) director for so long as they hold an interest in the Property. An additional director or directors shall be selected by the owner of the Gatorland Property and need not be an owner, (or partial owner of a Property where such Property is owned by more than one individual), (or if a Property is owned by a corporation or partnership, including Crossings, any duly elected officer or director of an owner corporation, or general partner of an owner partnership, may be elected a director or directors).

ARTICLE VI
EASEMENT RIGHTS IN THE PRIVATE ROADWAY

Section 1. Grant of Easements. Crossings, hereby grants and conveys a permanent non-exclusive easement for ingress, egress and utilities, over, under and across the Private Roadway located within Parcel D for the benefit of the Crossings Property and Gatorland Property.

Section 2. Easement of Enjoyment. Subject to the provisions of Section 3 below, every Owner of the Crossings Property and Gatorland Property, will have a perpetual non-exclusive right and easement of enjoyment for ingress, egress, and utilities, in and to the Private Roadway, and such easement will be appurtenant to and will pass with the title to every Property or portion thereof.

Section 3. Easements for Ingress and Egress, Utilities and Services, and Maintenance by the Owners. In addition to the easements granted by Sections 1 and 2 above, Crossings hereby gives and grants to the Crossing Property and Gatorland Property, the easement rights described below upon the Private Roadway.

(a) An easement or easements on, upon, across, through, and under the Private Roadway in order to provide, service, repair and maintain the equipment required to provide (which easement may include reasonable rights of access for persons and equipment necessary to accomplish such purposes) utility services, including, without limitation, power, electric, light, telephone, cable television, gas, water, sewer, drainage, and any other utility or service upon or for the benefit of the Crossings Property and Gatorland Property.

(b) An easement or easements in favor of Alachua County, or the City of Alachua, Florida, or any agency thereof, or any franchised, private or public utility thereof, for access to provide and maintain any municipal services to the Crossings Property or Gatorland Property, including, without limitation, garbage and trash collection, police, fire protection and any other reasonable municipal services. No such easements hereby given or granted in this Section 3 will be construed as permitting the public to come upon the Property and the same will be used only for the purposes of furnishing such services by the duly designated employees of those governmental authorities or other suppliers providing same.

(c) An easement or easements in favor of Crossings or Gatorland in collectively carrying out the obligations to repair and maintain the Private Roadway by any workers effecting repairs and maintenance, to enter in and upon the Property as may be necessary to repair or maintain the Private Roadway.

Section 4. Conveyance of Roadways to City of Alachua. Should it ever be possible that the Private Roadway can be conveyed to and accepted by the City of Alachua for maintenance, and should it

be the decision of the Owners to do so, the Association shall execute whatever documents are necessary to convey the Private Roadway to the City of Alachua.

ARTICLE VII
DRAINAGE SYSTEM

Section 1. Drainage Retention Pond & Pipe Easement. Crossings, Gatorland and the Association hereby acknowledge that simultaneously herewith the Parties and Association along with an adjacent property owner, Taymer Properties, LLC, a Florida limited liability company ("Taymer") are entering into that certain Drainage and Retention Easement ("Drainage Agreement") benefitting the Crossings Property, Gatorland Property and the adjacent property owned by Taymer, their successors and assigns, which provides for non-exclusive perpetual retention pond and pipe easements (collectively the "Drainage & Pipe Easements") on a portion of Parcel D and on a portion of the property owned by Taymer, and graphically depicted as the "Retention Area" on the site plan attached hereto as Exhibit "F" ("Site Plan"), and incorporated herein by reference (collectively, the "Drainage System").

Section 2. Maintenance. The Parties hereby acknowledge and agree that the Drainage System shall be operated, maintained, repaired and replaced by the Association subject to reimbursement as provided herein and in the Drainage Agreement.

ARTICLE VIII
ASSESSMENTS

Section 1. Allocation of Assessments. Assessments and the purpose of the same and conditions, including lien rights, placed up each Owner of a Parcel are as set forth in Article IX, hereinafter.

As to any assessments and charges provided for herein the amount required to be paid by each parcel Owner shall be as follows:

Parcel A	33.33%
Parcel B	33.33%
Parcel C	33.34%

In the event of further subdivision of the foregoing parcels, the percentage of each parcel shall be further allocated based upon square footage owned within said parcel.

Section 2. Subordination of the Lien to Mortgages. The lien of the assessments provided for will be junior and subordinate to the lien of any mortgage now or hereafter placed upon any portion of the Property subject to assessment. Sale or transfer of any Property will not affect the assessment lien. Provided, however, that upon the sale or transfer of title to a Property pursuant to the foreclosure of an institutional first mortgage, or any proceeding or conveyance in lieu of the foreclosure of such mortgage, the person who acquires title to the Property will not be liable for the share of assessments which become due prior to such acquisition of title as a result of foreclosure. Such unpaid assessment will be deemed to be a common expense of the Association, collectible from all other Property owners. Such acquirer of title to the Property, including the holder of a mortgage, will be fully responsible for all assessments which become due subsequent to the acquisition of the title to the Property

ARTICLE IX
OBLIGATIONS OF OWNERS AND THE ASSOCIATION

Section 1. Obligations of the Association. The Association will:

(a) Maintenance. Maintain all Common Property including but not limited to the Private Roadway and Drainage Systems.

(b) Signage. Maintain the existing monument Sign located in Parcel D which shall be used for the benefit of the Parcels as follows: Parcel A owners shall be entitled to exclusively use the top section thereof; Parcel B owners shall be entitled to exclusively use the bottom section thereof; and Parcel C owners shall be entitled to exclusively use the middle section thereof. All signage shall be approved in writing by the Association and shall be at the sole expense of such owner seeking approval thereof.

(c) Liability Insurance. The Association will also obtain full and complete public liability insurance covering all of the Common Property and insuring the Association and all of the Owners as its and their interest may appear in the minimum amounts of $500,000 for injury to one person, $1,000,000 for injury to all persons arising out of a single incident, and $100,000 property damage. Each Owner of a Property shall pay to the Association, for this insurance, on a pro-rata basis, as directed by the Association.

Section 2. Obligations of Owners. Every Owner will (in addition to other obligations and duties set out herein):

(a) Promptly pay all assessments approved or deemed to have been approved.

(b) Maintain in good condition and repair an Owner's Property, including proper mowing and landscaping.

(c) Not use or permit the use of Owner's Property for any purpose other than as allowed by the existing zoning for the Property and will not make use of the Private Roadway in such a manner as to abridge the equal rights of an Owner, to their use and enjoyment.

(d) Not make or cause to be made any structural addition or alteration to the Private Roadway, without prior written consent of the Association.

(e) Not obstruct the Private Roadway.

Section 3. Lien Rights. The obligation of each Owner for that owner's share of the financial obligations set forth in this Article VIII, together with interest and cost of collection, including reasonable attorney fees will be a charge on each Property and will be a continuing lien upon each Property against which each charge is made. Each such charge, together with interest, cost of collection and reasonable attorney fees, will also be the personal obligation of the Owner of a Property at the time a charge is due. In the event a Property Owner fails to timely deliver that owner's share, the Association or other Owner of a Property shall cause a claim of lien to be filed and recorded in the Public Record of Alachua County, Florida, and shall prosecute the same and foreclose on such lien.

ARTICLE X
AMENDMENTS AND MODIFICATIONS

Section 1. Amendments by Crossings. Gatorland and Crossings reserves and will have the sole right (a) to amend these covenants and restrictions for so long as Gatorland and Crossings are Owners of any Property; (b) to include in any contract or deed or other instrument hereafter made, any additional covenants and restrictions applicable to the said land which do not lower standards of the covenants and restrictions herein contained.

Section 2. Amendments by Owners. Except as to provisions relating to amendment and modification as set forth herein regarding certain specific items and the method of amending or altering same, which is set forth in connection with such particular item, any other provisions, covenants, or restrictions set forth herein may be amended in accordance with this provision. The Owners of at least seventy percent (70%) of the Property may change or amend any provision except as above mentioned, in

whole or in part, by executing a written instrument in recordable form setting forth such amendment and having the same duly recorded in the public records of Alachua County, Florida. Provided, however, that no amendment will be made which changes the ratio of assessments against the Property or the easements granted hereby unless there is unanimous consent by Owners of all Property, and the holders of all institutional first mortgages located thereon.

A proposed amendment may be instituted by Crossings and Gatorland, the Association, or by petition signed by a majority of the then Owners of the Property. A written copy of a proposed amendment will be furnished to each Owner at least thirty (30) days but not more than sixty (60) days prior to a designated meeting to discuss and vote upon such particular amendment. Such notification will contain the time and place of said meeting. The recorded amendment will contain a recitation that sufficient notice was given as above set forth, and said recitation will be conclusive as to all parties, and all parties of any nature whatsoever will have full right to rely upon said recitation and such recorded amendment.

ARTICLE XI
REMEDIES FOR VIOLATIONS

If any Owner violates or attempt to violate any of these covenants or restrictions, it will be lawful for the Association or an Owner (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenants or restrictions, for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this provision will be construed as cumulative to all other remedies now or hereafter provided by law. The failure of any Owner, their successors or assigns to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservations herein contained, however long continued, will in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto. In the event the Association or an Owner will prevail upon such proceeding for recovery of damages or to enjoin violations, the offending Owner will be responsible for all costs and expenses incurred or paid by the Association or an Owner bringing such action in the prosecution of such proceeding, including reasonable attorney's fees, and the Association or the Owner bringing the action will be entitled to place a lien upon the property owned by such Owner, as provided in Article IX hereof to secure payment of such sums, should the Owner fail to pay such costs and expenses within thirty (30) days from the entry of the judgment or injunction.

ARTICLE XII
MISCELLANEOUS PROVISIONS

Section 1. Invalidation. The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgment or court order will not affect or modify any of the other provisions of said covenants and restrictions, which will remain in full force and effect.

Section 2. Duration. The covenants, restrictions and provisions of this Declaration will run with and bind the Property in perpetuity and will inure to the benefit of the Owners, and their respective legal representatives, unless terminated in accordance with the terms hereof. Provided, however, that in the event that any court should hereafter determine that any provision as originally drafted herein violates the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in this Declaration will not thereby become invalid, but instead will be reduced to the maximum period allowed under such rule of law.

Section 3. Section Headings. The section headings contained in this Declaration are for reference purposes only and will not in any way affect the meaning, content or interpretation hereof.

Section 4. Construction and Interpretation. The provisions of this Declaration will be liberally construed to effectuate its purpose and intent of creating a commercial development. Whenever the context requires or permits, the use of the plural will include the singular, the singular the plural, and the use of any gender will be deemed to include all genders.

IN WITNESS WHEREOF, the Parties have executed this instrument the day and year first above written and the same shall be binding on the heirs, successors and assigns thereof.

"GATORLAND"

Signed and delivered in our presence as witnesses:

Richard Allen

Printed Name: Richard Allen

Leila Porter

Printed Name: Leila Porter

GATORLAND KUBOTA EQUIPMENT COMPANY, INC., a Florida corporation

By: M. Mark M. Waldorff

Its: President

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 16 day of ~~July~~ Sept, 2021, by Mark M. Waldorff, as President of GATORLAND KUBOTA EQUIPMENT COMPANY, INC., a Florida corporation, who is ☑ personally known to me or ☐ produced _____ as identification.

JENNIFER E. STRAND
MY COMMISSION # GG 278569
EXPIRES: February 23, 2023
Bonded Thru Notary Public Underwriters
Seal

Jennifer E. Strand
Notary Public
My Commission Expires: Feb 23, 2023

"CROSSINGS"

Signed and delivered in our presence as witnesses:

Richard Allen

Printed Name: Richard Allen

Leila Porter

Printed Name: Leila Porter

ALACHUA CROSSINGS, LLC, a Florida limited liability company

By: Jay Hutto

Jay Hutto

Its: Manager

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 16 day of ~~July~~ Sept, 2021, by Jay Hutto, as Manager of ALACHUA CROSSINGS, LLC, a Florida limited liability company, who is ☑ personally known to me or ☐ produced _____ as identification.

Jennifer E. Strand

Notary Public

My Commission Expires: Feb 23, 2023

(Seal) JENNIFER E. STRAND
MY COMMISSION # GG 278569
EXPIRES: February 23, 2023
Bonded Thru Notary Public Underwriters

JOINDER AND CONSENT OF MORTGAGEE

The undersigned, Amerris Bank, hereby joins in and consents to the recording of the foregoing Declaration of Covenants and Restrictions of Alachua Crossings, dated ~~July~~ September 14, 2021.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officer hereunto duly authorized this 14 day of ~~July~~ September, 2021.

Signed and delivered in our presence as witnesses:

Savannah Chastain
Print Name: Savannah Chastain

Pamela Terry
Print Name: Pamela Terry

MORTGAGEE:

INSERT

By: _____
Print Name: Michael Carnevale
Its: City President

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 14 day of ~~July~~ September, 2021, by Michael Carnevale, City President of Amerris Bank, who is ☑ personally known to me or ☐ produced _____ as identification.

Seal: SAVANNAH LEIGH CHASTAIN MY COMMISSION # GG 184904 EXPIRES: February 12, 2022 Bonded Thru Notary Public Underwriters

Savannah Chastain
Notary Public
My Commission Expires: Feb 12, 2022

JOINDER AND CONSENT OF ASSOCIATION

The undersigned, Alachua Crossings Association, Inc., hereby joins in and consents to the recording of the foregoing Declaration of Covenants and Restrictions of Alachua Crossings, dated ~~July~~ August 31, 2021.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officer hereunto duly authorized this 16th day of ~~July~~ September, 2021.

Signed and delivered in our presence as witnesses:

Richard Allen
Print Name: Richard Allen

Leila Porter
Print Name: Leila Porter

ASSOCIATION:

ALACHUA CROSSINGS ASSOCIATION, INC., a Florida not-for-profit corporation

By: _____
Jay Hutto
Its: President

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 16 day of ~~July~~ September, 2021, by Jay Hutto, as President of ALACHUA CROSSINGS ASSOCIATION, INC., who is ☐ personally known to me or ☐ produced _____ as identification.

(Seal) JENNIFER E. STRAND
MY COMMISSION # GG 278569
EXPIRES: February 23, 2023
Bonded Thru Notary Public Underwriters

Jennifer E. Strand
Notary Public
My Commission Expires: Feb 23, 2023

EXHIBIT "A"

INSERT CROSSINGS LEGALS

CHW
Professional Consultants

EXHIBIT A
ALACHUA CROSSINGS PARCEL

NEW REMAINING PARCEL "B"

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, AND RUN THENCE NORTH 88°39'32" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 667.27 FEET; THENCE SOUTH 01°12'44" EAST, 675.46 FEET; THENCE NORTH 88°28'31" EAST, 333.74 FEET, THENCE SOUTH 01°13'14" EAST, 150.00 FEET, TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2304, PAGE 599 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE SOUTH 01°13'00" EAST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 524.37 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2304, PAGE 597 OF SAID PUBLIC RECORDS; THENCE NORTH 88°16'11" EAST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 334.42 FEET; THENCE NORTH 88°04'51" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 334.90 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE NORTH 40°10'50" EAST, ALONG THE EASTERLY LINE OF SAID LANDS, A DISTANCE OF 1057.67 FEET TO THE NORTHEAST CORNER THEREOF, LYING ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF US HIGHWAY 441 (A 200' WIDE RIGHT OF WAY); THENCE NORTH 38°49'44" WEST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 90.78 FEET; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT OF WAY LINE, SOUTH 51°10'56" WEST, A DISTANCE OF 179.09 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 57.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 85°54'42" WEST, A DISTANCE OF 64.95 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 69°27'32", AN ARC LENGTH OF 69.10 FEET TO THE END OF SAID CURVE; THENCE SOUTH 51°10'56" WEST, A DISTANCE OF 78.12 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 57.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 28°20'49" WEST, A DISTANCE OF 66.16 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 70°57'21", AN ARC LENGTH OF 70.59 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 467.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 81°45'02" WEST, A DISTANCE OF 287.47 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°51'05", AN ARC LENGTH OF 292.21 FEET TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 533.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 85°42'12" WEST, A DISTANCE OF 99.94 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°45'33", AN ARC LENGTH OF 100.09 FEET TO THE END OF SAID CURVE; THENCE NORTH 03°30'12" WEST, A DISTANCE OF 326.09 FEET TO THE NORTH LINE OF AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2304, PAGE 597; THENCE SOUTH 53°45'13" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 750.07 FEET TO THE POINT OF BEGINNING.

CONTAINING 16.03 ACRES, MORE OR LESS.

EXHIBIT "B"

INSERT GATORLAND LEGALS

CHW
Professional Consultants

EXHIBIT B
GATORLAND PROPERTY

NEW OUT PARCEL "A"

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, AND RUN THENCE NORTH 88°39'32" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 667.27 FEET; THENCE SOUTH 01°12'44" EAST, 675.46 FEET; THENCE NORTH 88°28'31" EAST, 333.74 FEET, THENCE SOUTH 01°13'14" EAST, 150.00 FEET, TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2304, PAGE 599 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE NORTH 53°45'13" EAST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 750.09 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 53°45'13" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 503.96 FEET TO THE NORTHWEST CORNER THEREOF LYING THE SOUTHWESTERLY RIGHT OF WAY LINE OF US HIGHWAY 441 (A 200' WIDE RIGHT OF WAY); THENCE SOUTH 38°49'44" EAST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 469.30 FEET; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT OF WAY LINE, SOUTH 51°10'56" WEST, A DISTANCE OF 179.09 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 57.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 85°54'42" WEST, A DISTANCE OF 64.95 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 69°27'32", AN ARC LENGTH OF 69.10 FEET TO THE END OF SAID CURVE; THENCE SOUTH 51°10'56" WEST, A DISTANCE OF 78.12 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 57.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 28°20'49" WEST, A DISTANCE OF 66.16 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 70°57'21", AN ARC LENGTH OF 70.59 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 467.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 81°45'02" WEST, A DISTANCE OF 287.47 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°51'05", AN ARC LENGTH OF 292.21 FEET TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 533.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 85°42'12" WEST, A DISTANCE OF 99.94 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°45'33", AN ARC LENGTH OF 100.09 FEET TO THE END OF SAID CURVE; THENCE NORTH 03°30'12" WEST, A DISTANCE OF 326.09 FEET TO THE POINT OF BEGINNING.

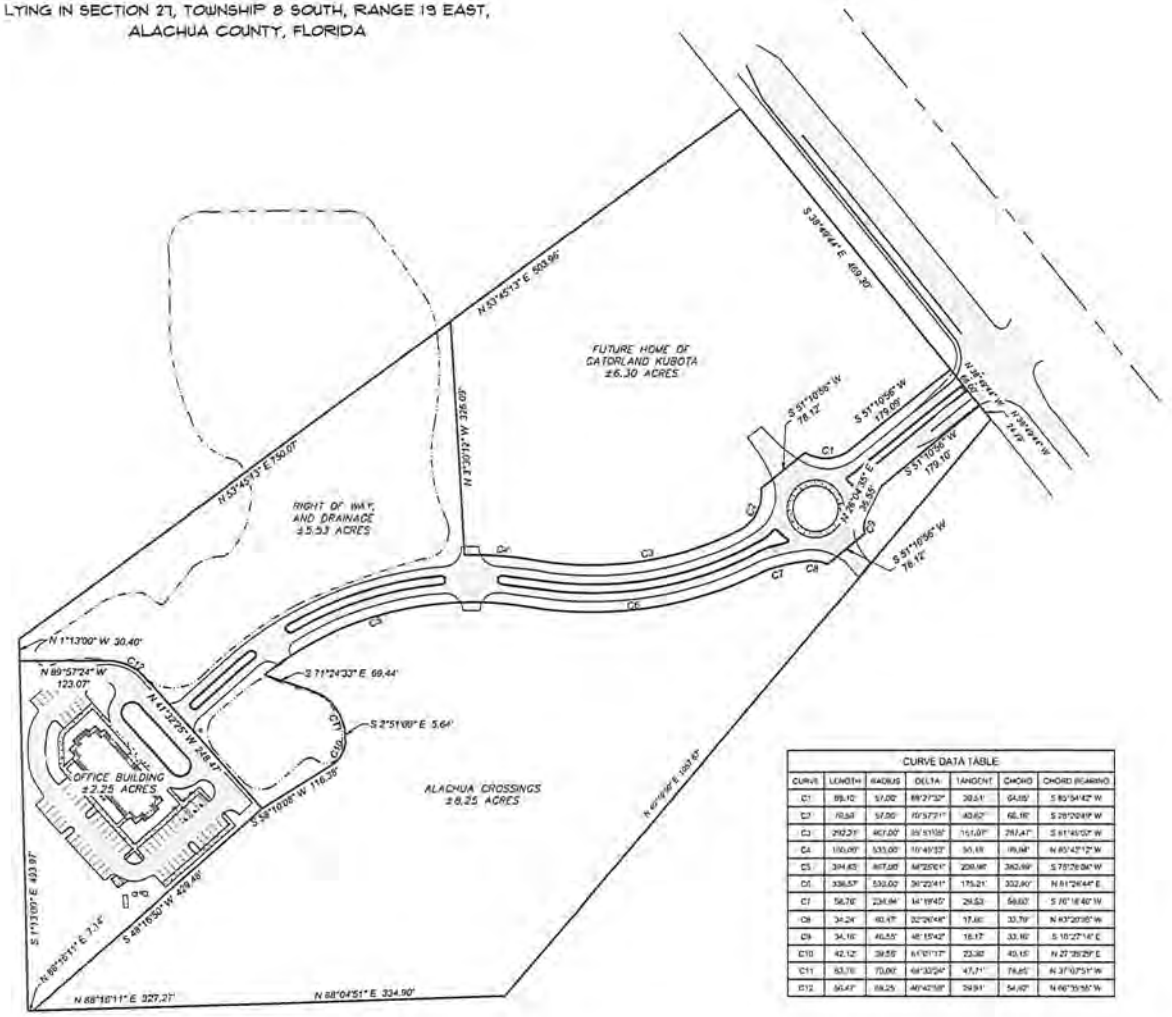
CONTAINING 6.30 ACRES, MORE OR LESS.

EXHIBIT "C"

INSERT PROPERTY LAYOUT

LOT LAYOUT 1

LYING IN SECTION 27, TOWNSHIP 8 SOUTH, RANGE 19 EAST,
ALACHUA COUNTY, FLORIDA



GRAPHIC SCALE

0 40 80 160

CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	89.10'	57.00'	89°57'32"	56.51'	80.25'	S 83°54'42" W
C2	16.58'	57.00'	16°37'21"	8.36'	16.52'	S 28°20'49" W
C3	210.23'	467.00'	25°47'32"	106.97'	208.47'	S 61°45'02" W
C4	100.00'	533.00'	10°44'53"	50.18'	99.84'	N 80°42'12" W
C5	304.83'	467.00'	64°25'01"	166.96'	302.69'	S 75°26'04" W
C6	336.57'	533.00'	36°10'41"	174.21'	330.90'	N 61°26'44" E
C7	56.76'	234.84'	14°19'45"	28.53'	56.60'	S 76°18'40" W
C8	34.24'	60.47'	32°26'48"	17.66'	33.79'	N 83°20'35" W
C9	34.16'	40.55'	48°15'42"	18.17'	33.16'	S 18°27'16" E
C10	42.12'	39.55'	61°01'17"	23.32'	40.15'	N 27°29'29" E
C11	83.76'	70.00'	68°33'24"	47.71'	78.85'	N 31°07'51" W
C12	90.47'	59.25'	87°27'08"	56.91'	81.92'	N 66°39'56" W

7301 Research Court
Alachua, Florida 32615
www.chw-pe.com
ph: (386) 418-0555
FLORIDA
CA 30174
CHW
Professional Surveyors

This map prepared by:
ABRIN A. BROWN
Certificate of Authorization No. LB 3975
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED EMBOSSED SURVEYOR AND MAPPER
Professional Surveyor & Mapper Fla. License No. 6748

EXHIBIT "D"

INSERT OR ATTACH ARTICLES

N21000007524

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



600367925746

05/10/21--01017--007 **78.75

FILED
07 MAY 10 PM 6:07

COVER LETTER

Department of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

SUBJECT: ALACHUA CROSSINGS ASSOCIATION, INC.
(PROPOSED CORPORATE NAME – MUST INCLUDE SUFFIX)

Enclosed is an original and one (1) copy of the Articles of Incorporation and a check for :

☐ $70.00 Filing Fee	☐ $78.75 Filing Fee & Certificate of Status	■ $78.75 Filing Fee & Certified Copy	☐ $87.50 Filing Fee, Certified Copy & Certificate

ADDITIONAL COPY REQUIRED

FROM: RYAN C. CURTIS, ESQ.
Name (Printed or typed)

175 NW 138TH TER., SUITE 100
Address

NEWBERRY, FL 32669
City, State & Zip

352-333-7207
Daytime Telephone number

RCURTIS@CURTISLAWFIRM.NET
E-mail address: (to be used for future annual report notification)

NOTE: Please provide the original and one copy of the articles.

ARTICLES OF INCORPORATION
OF
ALACHUA CROSSINGS ASSOCIATION, INC.

By these Articles of Incorporation, the undersigned Subscriber forms a corporation not for profit in accordance with Chapter 617, Florida Statutes, and pursuant to the following provisions ("these Articles"):

ARTICLE I
NAME

The name of the corporation shall be ALACHUA CROSSINGS ASSOCIATION, INC., a Florida not for profit corporation. For convenience, the corporation shall be referred to in this instrument as the "Association."

ARTICLE II
DURATION

The Association shall exist perpetually unless and until dissolved according to law. Corporate existence of the Association shall commence upon the filing of these Articles with the Florida Department of State.

ARTICLE III
PRINCIPAL OFFICE

The principal office of the Association is located at 2404 NW 93rd St., Gainesville, Florida 32606.

ARTICLE IV
REGISTERED OFFICE AND AGENT

Curtis Law Firm, LLC, whose address is 175 NW 138th Ter., Suite 100, Newberry, Florida 32669, is hereby appointed the initial registered agent of the Association and the registered office shall be at said address.

ARTICLE V
PURPOSE AND POWERS OF THE ASSOCIATION

The Association shall not pay dividends and no part of any income of the Association shall be distributed to its Members, directors or officers. The Association is formed to carry out the duties and responsibilities imposed upon it by the Declaration of Covenants, Conditions and Restrictions for the Alachua Crossings Office Park. The Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles, the By-laws, or the Declaration. The Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Declaration, these Articles and the By-laws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, administration and improvement of the property and the common property within its jurisdiction.

ARTICLE VI
MEMBERSHIP

Each Owner of a Lot as defined in the Declaration shall be a Member of the Association. Any person or entity who holds any interest merely as a security for the performance of any obligation shall not be a Member. The Association membership of each such Owner shall be appurtenant to the Parcel giving rise to such membership and shall not be transferred except upon the transfer of title to said Parcel and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

ARTICLE VII
BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board, elected as provided for in the by-laws of the Corporation, of not less than three (3), nor more than five (5) directors who need not be Members. The initial Board shall be comprised of three (3) people. Anything in these Articles to the contrary notwithstanding, until such time as Declarant has conveyed to purchasers not affiliated with Declarant all lands, or at such earlier date as may be selected by Declarant, Declarant shall be entitled to designate the Board of Directors of the Association. The names and address of persons who are to act in the capacity of director until appointment or election of their successors pursuant to these Articles are:

Name	Address
Jay Hutto	2404 NW 93rd St. Gainesville, FL 32606
Janie Hutto	2404 NW 93rd St. Gainesville, FL 32606
Mark Waldorff	P.O. Box 2 Evinston, FL 32633-0002

ARTICLE VIII
OFFICERS

The affairs of the Association shall be administered by the officers designated in the By-laws. The officers shall be elected by the Board of Directors at the first meeting, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

Office	Name	Address
President	Jay Hutto	2404 NW 93rd St. Gainesville, FL 32606
Vice Pres/Secretary/Treasurer	Mark Waldorff	P.O. Box 2 Evinston, FL 32633-0002

ARTICLE IX
INDEMNIFICATION

9.1 Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding whether civil, criminal, administrative or investigative, or any settlement of any proceeding, or any appeal from such proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, or having served at the Association 's request as a director or officer of any other corporation, whether or not he is a director or officer at the time such expenses are incurred, regardless of by whom the proceeding was brought, except in relation to matters as to which any such director or officer shall be adjudged liable for gross negligence or willful misconduct, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

9.2 Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative may be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by all of the non-interested directors upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized by these Articles of Incorporation.

9.3 The Association shall have the power to purchase at its expense and maintain insurance on behalf of any person who is or was a director or officer of the Association, or is or was serving at the request of the Association as a director or officer of another association, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these Articles.

ARTICLE X
BY-LAWS

The By-laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-laws.

ARTICLE XI
AMENDMENTS

Amendments to these Articles of Incorporation shall be made in the following manner:

11.1 **Resolution**. The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the annual or a special meeting.

11.2 **Notice**. Within the time and in the manner provided in the By-laws for the giving of notice of meetings of Members, written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote thereon. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

11.3 **Vote**. At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving both the affirmative vote of a majority of the votes of Members of each class entitled to vote thereon as a class and the affirmative vote of a majority of the votes of all Members entitled to vote thereon.

11.4 **Multiple Amendments**. Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

11.5 **Agreement**. If all of the Directors and all of the Members eligible to vote sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though subsections 11.1 through 11.3 had been satisfied.

11.6 **Action Without Directors**. The Members may amend these Articles without an act of the Directors at a meeting for which notice of the changes to be made is given.

11.7 **Limitations**. No amendment shall make any changes in the qualifications for Members nor the voting rights of Members without approval in writing by all Members. No amendment shall be made that is in conflict with the Declaration. So long as Declarant shall own any lands within the Development Plan, no Declarant related amendment shall be made to the Declaration, or to the Articles or By-laws of the Association unless such amendment is first approved in writing by Declarant. Any amendment shall be deemed to be Declarant related if it does any of the following:

a. Directly or indirectly by its provisions or in practical application relates to Declarant in a manner difference from the manner in which it relates to other Owners;

b. Modifies the definitions provided for by Article I of the Declaration in a manner which alters Declarant's rights or status;

c. Modifies or repeals any provision of Article II of the Declaration;

d. Alters the character and rights or membership as provided for by Article III of the Declaration or affects or modifies in any manner whatsoever the rights of Declarant as a Member of the Association;

e. Alters any previously recorded or written agreement with any public or quasi-public agencies, utility company, political subdivision, public authorities or other similar agencies or bodies, respecting zoning, streets, roads, drives, easements or facilities;

f. Denies the right of Declarant to convey to the Association Multi-Use Site Common Property;

g. Modifies the basis or manner of assessment as applicable to Declarant or any lands owned by Declarant;

h. Alters or repeals any of Declarant's rights or any provision applicable to Declarant's right as provided for by any such provision of the Declaration.

11.8 **Filing.** A copy of each amendment shall be certified by the Secretary of State, State of Florida.

ARTICLE XII
INCORPORATOR

The name and street address of the incorporator is: Ryan C. Curtis, 175 NW 138th Terrace, Suite 100, Newberry, FL 32669.

ARTICLE XIII
NON-STOCK CORPORATION

The Association is organized on a non-stock basis and shall not issue shares of stock evidencing membership in the Owner's Association; provided, however, that membership in the Association may be evidenced by a certificate of membership which shall contain a statement that the Association is a corporation not for profit.

NO FURTHER TEXT ON THIS PAGE. EXECUTION PAGE TO FOLLOW

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, I, the undersigned, constituting the incorporator of this Association, have executed these Articles of Incorporation this 8th day of June, 2021.

Ryan C. Curtis

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing Articles of Incorporation were acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 8th day of June, 2021, by Ryan C. Curtis, who is ☑ personally known to me or ☐ produced _____ as identification.

(Seal)

Notary Public State of Florida
William Herbert Futch
My Commission GG 254630
Expires 09/28/2022

Notary Public
My Commission Expires: _____

CERTIFICATE DESIGNATING REGISTERED AGENT
FOR THE SERVICE OF PROCESS WITHIN THIS STATE

ALACHUA CROSSINGS ASSOCIATION, INC. desiring to organize under the laws of the State of Florida has named Curtis Law Firm, LLC, located at 175 NW 138th Terrace, Suite 100, Newberry, FL 32669, as its registered agent to accept service of process within this state.

ACKNOWLEDGEMENT:

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and herby accept the duties and responsibilities as registered agent for this corporation.

Curtis Law Firm, LLC

By:_____
Ryan C. Curtis, Manager

Registered Agent

EXHIBIT "E"

INSERT OR ATTACH BYLAWS

BYLAWS OF

ALACHUA CROSSINGS ASSOCIATION, INC.

1. **Definitions.** When used in these Bylaws, the terms defined in the articles of ALACHUA CROSSINGS ASSOCIATION, INC., ("the Articles") shall have the same meanings as in the Articles. "Declaration" shall refer to that certain Declaration of Covenants and Restrictions for Alachua Crossings to be recorded in the public records of Alachua County, Florida.

2. **Identity**. These are the Bylaws of Alachua Crossings Association, Inc., a Florida not-for-profit corporation organized pursuant to Chapter 617, Florida Statutes (the "Association").

2.1 Office. The office of the Association shall be located at 2404 NW 93rd St., Gainesville, Florida 32606, or at such other place as may be designated from time to time by the Board of Directors.

2.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

2.3 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida," the words "Corporation not for profit" and the year of incorporation.

3. **Members**.

3.1 Qualification. The Members of the Association shall consist of every Owner and in the case of multiple Owners, every group of record owners of a Parcel. The foregoing is not intended to include persons or entities who hold an interest merely as security for performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Parcel.

3.2 Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of Alachua County, Florida, a deed or other instrument establishing record title to a Parcel or such portion thereof. The Owner designated as grantee by such instrument thus becomes a Member of the Association, and the membership of the prior Owner is terminated or reduced if a partial conveyance. The new Owner shall notify the Association of such property transfer and furnish the Association a copy of the recorded deed, the new Owner's address and the Owner's local agent, if any, in the event the Owner is located outside the State of Florida. Any notice requirements set out in these Bylaws and in the Articles shall be deemed to be complied with if notice to an Owner is directed to the address of said Owner as then reflected in the Association's records.

3.3 Voting Rights. Voting rights of each Member of the Association shall be as set forth in the Declaration and the Articles, and the manner of exercising such voting rights shall be as set forth in these Bylaws.

3.4 Designation of Voting Representative. If a Parcel is owned by one person or entity, its rights to vote shall be established by the record title to the Parcel. If a Parcel is owned by more than one person or entity, the person entitled to cast the votes for the Parcel shall be designated by a certificate signed by all the record Owners of the Parcel and filed with the Secretary of the Association. If a Parcel is owned by a general or limited partnership, the person entitled to cast votes for the Parcel shall be Secretary of the Association. If a Parcel is owned by a corporation, the person entitled to cast votes for the Parcel shall be designated by a certificate of appointment signed by the President or Vice President of the corporation and filed with the Secretary of the Association. If a Parcel is owned in trust, the person entitled to vote for the Parcel shall be designated by a certificate of appointment signed by the trustee of record for the trust and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in ownership of the Parcel. A certificate designating the person entitled to cast votes of a Parcel may be revoked in writing by an Owner thereof.

3.5 Approval or Disapproval of Matters. Whenever the decision of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the votes of such Owner if at an Association meeting, unless the joinder of record Owner is specifically required by the Declaration, the Articles or by these Bylaws.

3.6 Restraint Upon Assignment of Shares in Assets. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to that Owner's Parcel.

4. **Members' Meetings.**

4.1 Annual Members' Meetings. The annual Members' meeting shall be held at the office of the Association at 5:00 p.m. on the third Wednesday of December of each year for the purpose of electing directors and for transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal or religious holiday, the meeting shall be held at the same hour on the next day which is not a legal or religious holiday. Provided, however, the Board of Directors shall have the discretion to hold the annual meeting at any other time or during the month of December which they may deem to be more convenient to the Members of the Association.

4.2 Special Members' Meetings. Special meetings of the Members may be called by any one of the following persons or groups:

(a) The Board of Directors, or
(b) The holders of not less than one-fourth (1/4) of all the votes entitled to be voted at the meeting.

4.3 Notice of All Meetings of Members. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called shall be delivered to each Member entitled to vote at such meeting not less than ten (10) or more than sixty (60) days before the date of the meeting, either personally or by first-class mail, by or at the direction of the President, the Secretary or the officer or persons calling the meeting.

4.4 Quorum. A quorum at Members' meetings shall consist of sixty percent (60%) of all votes in the Association, whether represented in person or by proxy. If a quorum is present, the affirmative vote of a majority of votes represented at a meeting and entitled to vote on the subject matter shall constitute the acts of the Members except when approval by a greater number of Members is required by the Declaration, these Bylaws or the Articles. When a specified item of business is required to be voted upon by a particular class of Members, a majority of the votes of such class of Members shall constitute a quorum for the transaction of such item of business by that class. After a quorum has been established at a Members' meeting, the subsequent withdrawal of Members so as to reduce the number of votes at the meeting below the number required for a quorum shall not affect the validity of any action taken at the meeting or any adjournment thereof.

4.5 Proxies. Every Member entitled to vote at a meeting of members or to express consent or dissent without a meeting or that Member's duly authorized attorney-in-fact may authorize another person or persons to act for that Member by proxy. Every proxy must be signed by the Member or that Member's attorney-in-fact. No proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Member executing it and shall expire upon the transfer of title to the Parcel giving rise to the voting rights to which the proxy pertains. The authority of the holder of a proxy to act shall not be revoked by the incompetence or death of the Member who executed the proxy unless, before the authority is exercised, written notice of an adjudication of such incompetence or of such death is received by the Association officer responsible for maintaining the list of Members.

4.6 Adjourned Meetings. When a meeting is adjourned to another time or place, it shall not be necessary to give any notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted on the original date of the meeting. If, however, after the adjournment the Board fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given in compliance with these Bylaws to each Member on the new record date entitled to vote at such meeting.

4.7 Order of Business. The order of business at annual Members' meetings, and as far as practical at all other Members' meetings, shall be as follows:

(a) calling of the roll and certifying of proxies.
(b) Proof of notice of meeting or waiver of notice.
(c) Reading and disposing of any unapproved minutes.
(d) Reports of officers.
(e) Reports of committees.
(f) Appointment of directors.
(g) Appointment of nominating committee.
(h) Unfinished business.
(i) New business.
(j) Adjournment.

4.8 Minutes of Meetings. The Association shall maintain minutes of each meeting of the

membership and of the Board of Directors in a businesslike manner. The minutes shall be kept in a book available for inspection by members or their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than three (3) years.

5. **Board of Directors**.

5.1 Number. The affairs of the Association shall be managed by a Board of not less than three (3) nor more than five (5) directors. The initial Board shall be comprised of three (3) directors. The number of directors may be increased from time to time by amendment to the Articles to a maximum of five (5) directors. In the event that the number of directors is changed, such change in number shall be implemented in such a manner as to have as nearly equal in number as possible the number of directors whose terms expire in any given year. Anything in these Bylaws to the contrary notwithstanding, the Declarant shall be entitled to designate the Board of Directors of the Association as set forth in the Declaration.

5.2 Term of Office. Once the Declarant has relinquished the power to designate the Board of Directors, the Members shall elect the directors for a term of two (2) years each as provided in the Articles. Each director shall hold office for the term for which said director is elected and until said director's successor shall have been elected and qualified or until the director's resignation, removal from office or death.

5.3 Removal. Except for the Declarant-appointed directors who may only be removed by the Declarant, any director may be removed from the Board, with or without cause, by a majority vote of the Members of each class. In the event of the death, resignation or removal of a director, the director's successor shall be selected by the remaining directors and shall serve the unexpired term of the director's predecessor except in the case of a Declarant-appointed Director, in which case Declarant shall appoint the successor.

5.4 Directors' Fees. Directors shall serve without compensation or fees; provided, however, nothing herein shall be deemed to prevent reimbursement of out-of-pocket expenses approved by the Board and incurred on behalf of the Association.

5.5 Election. Except for appointed directors as set forth in the Declaration, election to the Board of Directors shall be by written ballot as hereinafter provided. At such election, the Members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to cast under the provisions of the Articles. The persons receiving the largest number of votes for each vacancy shall be elected.

5.6 Nominations. Nominations for election to the Board of Directors shall be made by a Nominating Committee, which shall be one of the standing committees of the Association.

5.7 Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a director, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting.

5.8 Duties of Nominating Committee. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine but not less than the number of vacancies that is to be filled. Such nominations may be made from among Members or officers, directors or agents of the Declarant, as the Committee in its discretion shall determine. Separate nominations shall be made for each vacancy to be filled. Nominations shall be placed on a written ballot as provided in Section 5.9 and shall be made in advance of the time fixed in Section 5.9 for the mailing of such ballots to Members.

5.9 Ballots. All elections to the Board of Directors shall be made by ballot which shall (a) describe the vacancies to be filled; and (b) set forth the names of those nominated by the Nominating Committee for each such vacancy. Such ballots shall be prepared and provided by the Secretary or its designee to the Members in advance of the date set forth therein (which shall be a date not later than the day before the meeting at which the vote is to be taken).

5.10 Number of Ballots. Each Member shall be entitled to multiple ballots and multiple votes based on the square feet contained in the parcel that they own.

6. **Meetings of Directors**.

6.1 Regular Meetings. Regular meetings of the Board of Directors shall be held at least annually without notice at such place and hour as may be fixed from time to time by resolution of the Board. If the day for such regular meeting is a legal holiday, the meeting shall be held at the same time on the next day that is not a legal holiday. Notice of such regular meeting is hereby dispensed with. Regular meetings of the Board of Directors shall be open to

the Members.

6.2 Special Meetings. Special meetings of the Directors may be called by the Chairman of the Board, by the President of the Association or by any two (2) directors. No less than two (2) days' notice of the special meeting shall be given to each director personally or by fax, first-class mail, telegram or cablegram, which notice shall state the time, place and purpose of the meeting.

6.3 Action Taken Without a Meeting. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present and, if either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to the holdings of such meeting or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the Association's records and made a part of the minutes of the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

6.4 Defects in Notice, etc., Waived by Attendance. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting or the manner in which it has been called or convened except when a director states, at the beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened. Directors may participate in a meeting of such Board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

6.5 Quorum. A quorum at a directors' meeting shall consist of a majority of all votes of the entire Board of Directors. The acts approved by a majority of those votes represented at a meeting at which a quorum is present shall constitute the act of the Board of Directors except where approval by a greater number of directors is required by the Declaration, a Supplemental Declaration, the Articles or these Bylaws.

6.6 Adjourned Meetings. A majority of the Directors present, whether or not a quorum exists, may adjourn any meeting of the Board of Directors to another time and place. Notice of any such adjourned meeting shall be given to the directors who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors.

6.7 Action by Directors Without a Meeting. Any action required to be taken at a meeting of the directors or a committee thereof may be taken without a meeting if a consent in writing setting forth the action to be taken signed by all the directors or all the members of the committee, as the case may be, is filed in the minutes of the proceedings of the Board or of the committee. Such consent shall have the same effect as a unanimous vote.

6.8 Presiding Officer. The presiding officer of directors' meetings shall be the President. In the absence of the President, the Vice President shall preside, and in the absence of both, the directors present shall designate one of their number to preside.

6.9 Powers and Duties of Board of Directors. All of the powers and duties of the Association existing under Chapter 720, Florida Statutes. the Declaration, the Articles and these Bylaws shall be exercised by the Board of Directors, subject only to approval by Members when such is specifically required.

7. **Officers.**

7.1 Officers and Election. The executive officers of the Association shall be a President, who shall be selected from the Board of Directors; a Vice-President, who also shall be selected from the Board of Directors; a Treasurer; and a Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find necessary or convenient to manage properly the affairs of the Association.

7.2 President. The President shall be the chief executive officer of the Association. The President shall have all the powers and duties which are usually vested in the office of President of an association, including but not limited to, the power to appoint committees from among the Members from time to time as the President may in his discretion determine appropriate to assist in conducting the affairs of the Association. The President shall serve as chairman of all Board and Members' meetings.

7.3 Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. The Vice President shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

7.4 Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the Members. The Secretary shall attend to the giving and serving of all notices to the Members and directors and other notices required by law. The Secretary shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the directors or the President. The duties of the Secretary may be fulfilled by a manager employed by the Association.

7.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidence of indebtedness; the Treasurer shall keep the books of the Association in accordance with good accounting practices and provide for collection of assessments; and the Treasurer shall perform all other duties incident to the office of Treasurer. The duties of the Treasurer may be fulfilled by a manager employed by the Association.

7.6 Compensation. Directors will not receive compensation for their services unless approved by the Members.

8. **Books and Records**. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

9. **Fiscal Management**. The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions.

9.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications and any other classifications as shall be appropriate, when authorized and approved by the Board of Directors. The receipts shall be entered by their amounts, by accounts and receipt classifications. Expenses shall be entered by their amounts, by accounts and expense classifications.

(a) Current Expense. The current expense account shall include all receipts and expenditures to be made within the year and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year or to fund reserves. This may include, but not be limited to, in any order:

(1) Professional, administration and management fees and expenses;
(2) Taxes on Common Property;
(3) Expenses for utility services and maintenance expenses relating to the Common Property;
(4) Contributions for the Roadways.
(5) Insurance costs;
(6) Administrative and salary expenses; and,
(7) Operating capital; and
(8) Other expenses.

(b) Reserve for Deferred Maintenance. If required by the Board of Directors, there shall be established a reserve account for deferred maintenance which shall include funds for major maintenance items which are the obligation of the Association and which occur less frequently than annually.

(c) Reserve for Replacement. If required by the Board of Directors, there shall be established a reserve account for replacement which shall include funds for repairs or replacements which the Association is obligated to make resulting from damage, depreciation or obsolescence.

9.2 Budget. The Board of Directors shall adopt an operating budget for the Property in advance for each calendar year which shall include the estimated funds required to defray the current expenses and shall provide funds for the foregoing reserves.

9.3 Depository. The depository of the Association will be such banks in Alachua County, Florida, as shall be designated from time to time by the directors. The withdrawal of monies from such accounts shall be only by checks signed by such persons as authorized by the directors; provided, however, that the provisions of a management agreement between the Association and a manager relative to the subject matter of this section shall supersede the provisions hereof.

10. **Parliamentary Rules**. Roberts' Rules of Order (late edition) shall govern the conduct of Association meetings when not in conflict with these Bylaws.

11. **Amendment**. Amendments to these Bylaws shall be proposed and adopted in the following

manner:

11.1 Resolution. The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the annual meeting or a special meeting.

11.2 Notice. Within the time and in the manner provided in these Bylaws for giving notice of meetings to Members, written notice setting forth the proposed amendment or a summary of the changes to be affected thereby shall be given to each Member of record entitled to vote thereon. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

11.3 Vote. At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving both the affirmative vote of a majority of the votes of Members of each class entitled to vote thereon as a class and the affirmative vote of a majority of the votes of all Members entitled to vote thereon. So long as the Declarant shall own any lands within the Development Plan, no Declarant-related amendment shall be made to the Declaration, to the Articles or to the Bylaws of the Association unless such amendment is first approved in writing by the Declarant. Any amendment shall be deemed to be Declarant-related if it does any of the following:

(a) Directly or indirectly by its provisions or in practical application relates to the Declarant in a manner different from the manner in which it relates to other owners;

(b) Modifies the definitions provided for by Article I of the Declaration in a manner which alters the Declarant's rights or status;

(c) Modifies or repeals any provision of Article III of the Declaration; Alters the character and rights of membership as provided for by Article V of the Declaration or affects or modifies in any manner whatsoever the rights of Declarant as a Member of the Association;

(d) Alters any previously recorded or written agreement with any public or quasi-public agencies, utility companies, political subdivisions, public authorities or other similar agencies or bodies, respecting zoning, streets, roads, drives, easements or facilities;

(e) Denies the right of the Declarant to convey Association Common Property; or,

(f) Modifies the basis or manner of assessment as applicable to the Declarant or any lands owned by the Declarant.

11.4 Multiple Amendments. Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

11.5 Agreement. If all the directors and all the Members eligible to vote sign a written statement manifesting their intention that an amendment to these Bylaws be adopted, and the same do not violate the prohibitions of 11.3 relative to the Declarant, the amendment shall thereby be adopted as though Subsections 11.1 through 11.3 had been satisfied.

11.6 Recording. A copy of each amendment shall be recorded in the Public Records of Alachua County, Florida, as soon as possible after adoption.

11.7 Provisions. No amendment shall make any changes in the qualifications for membership nor the voting rights of Members without approval in writing by all Members. No amendment shall be made that is in conflict with Chapter 720, Florida Statutes, or with the Declaration or Articles of Incorporation.

12. **Pronouns**. Whenever the context permits, the singular shall include the plural, and one gender shall include all.

The foregoing were adopted as the Bylaws of Alachua Crossings Association, Inc., a not-for-profit corporation established under the laws of the State of Florida, at the first meeting of the Board of Directors on the 31st day of August, 2021.

Jay Hutto

Janie Hutto

Mark Waldorff

EXHIBIT "F"

INSERT RETENTION LAYOUT

ALACHUA CROSSINGS

LYING IN THE SW 1/4 OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 19 EAST,
CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

CHW
Professional Consultants
7980 Research Drive
Alachua, Florida 32615
(352) 331-1976
www.chw-inc.com
FLORIDA CA-0000

MINOR SUBDIVISION
BOOK _, PAGE _
SHEET ONE OF TWO

PARENT PARCEL DESCRIPTION:

(PER FIRST AMERICAN TITLE INSURANCE COMPANY TITLE COMMITMENT NO. 2019-0000, DATED MAY 27, 2021)
A PORTION OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, AND RUN THENCE NORTH 89°29'03" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 661.21 FEET; THENCE SOUTH 01°17'44" EAST, 30.00 FEET; THENCE NORTH 89°29'03" EAST, 233.74 FEET; THENCE SOUTH 01°17'44" EAST, 1008.22 FEET; THENCE SOUTH 89°29'03" WEST, 233.74 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2364, PAGE 1619 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE SOUTH 01°17'44" EAST, ALONG THE WEST LINE OF SAID LANDS, 330.00 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2364, PAGE 1619; THENCE SOUTH 89°29'03" WEST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 330.42 FEET; THENCE NORTH 00°30'57" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1344.22 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4247, PAGE 1844; THENCE NORTH 89°29'03" EAST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 330.42 FEET TO THE NORTHEAST CORNER THEREOF; LYING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 441 (A 200' WIDE RIGHT-OF-WAY); THENCE NORTH 39°49'48" WEST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1,109.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°00'00", AN ARC LENGTH OF 34.91 FEET, BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 34°49'48" WEST, 34.87 FEET; THENCE NORTH 29°49'48" WEST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°00'00", AN ARC LENGTH OF 34.91 FEET, BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 34°49'48" WEST, 34.87 FEET; THENCE NORTH 39°49'48" WEST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1,344.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 16.02 ACRES, MORE OR LESS.

LOT 1 DESCRIPTION:

(BY THIS SURVEYOR)
A PORTION OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, AND RUN THENCE NORTH 89°29'03" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 661.21 FEET; THENCE SOUTH 01°17'44" EAST, 30.00 FEET; THENCE NORTH 89°29'03" EAST, 233.74 FEET; THENCE SOUTH 01°17'44" EAST, 1008.22 FEET; THENCE SOUTH 89°29'03" WEST, 233.74 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2364, PAGE 1619 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE SOUTH 01°17'44" EAST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 330.00 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2364, PAGE 1619; THENCE SOUTH 89°29'03" WEST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 330.42 FEET; THENCE NORTH 00°30'57" WEST, ALONG SAID EAST LINE, A DISTANCE OF 1344.22 FEET TO THE NORTHEAST CORNER THEREOF; LYING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 441 (A 200' WIDE RIGHT-OF-WAY); THENCE NORTH 39°49'48" WEST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1,109.37 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°00'00", AN ARC LENGTH OF 34.91 FEET, BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 34°49'48" WEST, 34.87 FEET; THENCE NORTH 29°49'48" WEST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 141.37 FEET, BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 74°49'48" WEST, 127.28 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 60°10'12" WEST, ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SE 16TH AVENUE, A DISTANCE OF 1,000.00 FEET; THENCE SOUTH 29°49'48" EAST, A DISTANCE OF 1,344.22 FEET TO THE SOUTH LINE OF SAID LANDS; THENCE NORTH 89°29'03" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 1,322.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 40.00 ACRES, MORE OR LESS.

LOT 2 DESCRIPTION:

(BY THIS SURVEYOR)
A PORTION OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, AND RUN THENCE NORTH 89°29'03" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 661.21 FEET; THENCE SOUTH 01°17'44" EAST, 30.00 FEET; THENCE NORTH 89°29'03" EAST, 233.74 FEET; THENCE SOUTH 01°17'44" EAST, 1008.22 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2364, PAGE 1619 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE SOUTH 01°17'44" EAST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 330.00 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2364, PAGE 1619; THENCE SOUTH 89°29'03" WEST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 330.42 FEET; THENCE NORTH 00°30'57" WEST, ALONG SAID EAST LINE, A DISTANCE OF 1344.22 FEET TO THE NORTHEAST CORNER THEREOF; LYING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 441 (A 200' WIDE RIGHT-OF-WAY); THENCE NORTH 39°49'48" WEST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1,109.37 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°00'00", AN ARC LENGTH OF 34.91 FEET, BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 34°49'48" WEST, 34.87 FEET; THENCE NORTH 29°49'48" WEST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 141.37 FEET, BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 74°49'48" WEST, 127.28 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 60°10'12" WEST, ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SE 16TH AVENUE, A DISTANCE OF 1,000.00 FEET; THENCE SOUTH 29°49'48" EAST, A DISTANCE OF 1,344.22 FEET TO THE SOUTH LINE OF SAID LANDS; THENCE NORTH 89°29'03" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 1,322.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 40.00 ACRES, MORE OR LESS.

COMMON AREA "A" / DRAINAGE EASEMENT DESCRIPTION:

(BY THIS SURVEYOR)
A PORTION OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, AND RUN THENCE NORTH 89°29'03" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 661.21 FEET; THENCE SOUTH 01°17'44" EAST, 30.00 FEET; THENCE NORTH 89°29'03" EAST, 233.74 FEET; THENCE SOUTH 01°17'44" EAST, 1008.22 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2364, PAGE 1619 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE SOUTH 01°17'44" EAST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 330.00 FEET; THENCE SOUTH 89°29'03" WEST, ALONG THE NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4247, PAGE 1844, A DISTANCE OF 330.42 FEET; THENCE NORTH 00°30'57" WEST, ALONG SAID WEST LINE, A DISTANCE OF 1344.22 FEET TO THE NORTHWEST CORNER THEREOF; LYING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 441 (A 200' WIDE RIGHT-OF-WAY); THENCE NORTH 39°49'48" WEST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1,109.37 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°00'00", AN ARC LENGTH OF 34.91 FEET, BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 34°49'48" WEST, 34.87 FEET; THENCE NORTH 29°49'48" WEST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 141.37 FEET, BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 74°49'48" WEST, 127.28 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 60°10'12" WEST, ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SE 16TH AVENUE, A DISTANCE OF 1,000.00 FEET; THENCE SOUTH 29°49'48" EAST, A DISTANCE OF 1,344.22 FEET TO THE SOUTH LINE OF SAID LANDS; THENCE NORTH 89°29'03" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 1,322.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 40.00 ACRES, MORE OR LESS.

COMMON AREA "B" / INGRESS, EGRESS & UTILITY EASEMENT DESCRIPTION:

(BY THIS SURVEYOR)
A PORTION OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, AND RUN THENCE NORTH 89°29'03" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 661.21 FEET; THENCE SOUTH 01°17'44" EAST, 30.00 FEET; THENCE NORTH 89°29'03" EAST, 233.74 FEET; THENCE SOUTH 01°17'44" EAST, 1008.22 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2364, PAGE 1619 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE SOUTH 01°17'44" EAST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 330.00 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2364, PAGE 1619; THENCE SOUTH 89°29'03" WEST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 330.42 FEET; THENCE NORTH 00°30'57" WEST, ALONG SAID EAST LINE, A DISTANCE OF 1344.22 FEET TO THE NORTHEAST CORNER THEREOF; LYING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 441 (A 200' WIDE RIGHT-OF-WAY); THENCE SOUTH 39°49'48" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1,109.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°00'00", AN ARC LENGTH OF 34.91 FEET, BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 34°49'48" EAST, 34.87 FEET; THENCE SOUTH 29°49'48" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 141.37 FEET, BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 74°49'48" EAST, 127.28 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 60°10'12" WEST, ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SE 16TH AVENUE, A DISTANCE OF 1,000.00 FEET; THENCE NORTH 29°49'48" WEST, A DISTANCE OF 1,344.22 FEET TO THE SOUTH LINE OF SAID LANDS; THENCE NORTH 89°29'03" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 1,322.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 40.00 ACRES, MORE OR LESS.

COMMON AREA "C" / DRAINAGE EASEMENT DESCRIPTION:

(BY THIS SURVEYOR)
A PORTION OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

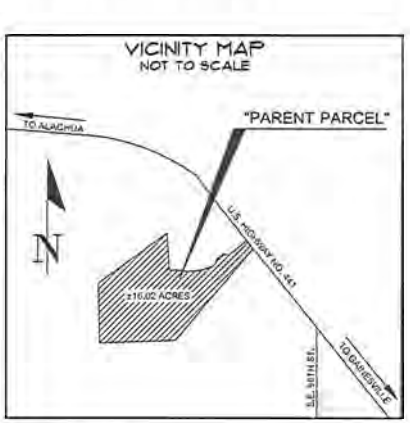
COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, AND RUN THENCE NORTH 89°29'03" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 661.21 FEET; THENCE SOUTH 01°17'44" EAST, 30.00 FEET; THENCE NORTH 89°29'03" EAST, 233.74 FEET; THENCE SOUTH 01°17'44" EAST, 1008.22 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2364, PAGE 1619 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE SOUTH 01°17'44" EAST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 330.00 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2364, PAGE 1619; THENCE SOUTH 89°29'03" WEST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 330.42 FEET; THENCE NORTH 00°30'57" WEST, ALONG SAID EAST LINE, A DISTANCE OF 1344.22 FEET TO THE NORTHEAST CORNER THEREOF; LYING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 441 (A 200' WIDE RIGHT-OF-WAY); THENCE NORTH 39°49'48" WEST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1,109.37 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°00'00", AN ARC LENGTH OF 34.91 FEET, BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 34°49'48" WEST, 34.87 FEET; THENCE NORTH 29°49'48" WEST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 141.37 FEET, BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 74°49'48" WEST, 127.28 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 60°10'12" WEST, ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SE 16TH AVENUE, A DISTANCE OF 1,000.00 FEET; THENCE SOUTH 29°49'48" EAST, A DISTANCE OF 1,344.22 FEET TO THE SOUTH LINE OF SAID LANDS; THENCE NORTH 89°29'03" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 1,322.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 40.00 ACRES, MORE OR LESS.

SURVEYORS NOTES:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO AN ASSUMED VALUE OF NORTH 60°10'12" EAST FOR THE EASTERLY LINE OF THE PARENT PARCEL, SAID BEARING IS IDENTICAL WITH THE DEED RECORDED IN OFFICIAL RECORDS BOOK 4421, PAGE 1702 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.
2. THE ERROR OF CLOSURE FOR THE BOUNDARY OF THIS MINOR SUBDIVISION DOES NOT EXCEED 1:5000.
3. INFORMATION FROM FEDERAL EMERGENCY MANAGEMENT AGENCY, (F.E.M.A.) FLOOD INSURANCE RATE MAPS: SHOWN ON THIS MAP WAS CURRENT AS OF THE REFERENCED DATE. MAP REVISIONS AND AMENDMENTS ARE PERIODICALLY MADE BY LETTER AND MAY NOT BE REFLECTED ON THE MOST CURRENT MAP.
4. DEVELOPMENT STANDARDS FOR THE SUBJECT PROPERTY SHALL BE IN ACCORDANCE WITH THE CITY OF ALACHUA, (I) ZONING DISTRICT.
5. ALL DISTANCES SHOWN HEREON ARE IN FEET AND INTENDED TO BE ACCURATE TO THE HUNDREDTH OR A FOOT.
6. LOT CORNERS SHALL BE SET IN CONFORMANCE WITH CHAPTER 177.091 (8) OF FLORIDA STATUES.
7. MUNICIPAL WATER AND SEWER ARE AVAILABLE TO THIS SITE VIA U.S. HIGHWAY NO 441.
8. THIS MINOR SUBDIVISION IS SUBJECT TO A DEVELOPER AGREEMENT AS RECORDED IN O.R.B. 4442 PG. 1183, DESCRIPTION IS BLANKET IN NATURE AND COVERS THE PLAT.
9. THIS MINOR SUBDIVISION IS SUBJECT TO A EASEMENT AS RECORDED IN O.R.B. 3629 PG. 163, DESCRIPTION IS BLANKET IN NATURE AND COVERS THE PLAT.
10. THIS MINOR SUBDIVISION MAY OR MAY NOT BE SUBJECT TO A AGREEMENT CONCERNING WATER AND WASTEWATER SERVICES AS RECORDED IN O.R.B. 1826 PG. 1161, DESCRIPTION IS BLANKET IN NATURE AND COVERS THE SUBJECT PARCEL.
11. THIS PLAT CONSISTS OF TWO SHEETS AND IS NOT COMPLETE WITHOUT BOTH SHEETS. SEE SHEET ONE FOR VICINITY MAP, PARCEL DESCRIPTIONS, OWNERS CERTIFICATE AND SURVEYOR'S CERTIFICATE AND COMPLETE SURVEYOR'S NOTES. SEE SHEET TWO FOR DETAILED SUBDIVISION INFORMATION.

VICINITY MAP
NOT TO SCALE



CURRENT ZONING: CI

THIS MINOR SUBDIVISION IS SUBJECT TO THE TERMS AND CONDITIONS OF THE CURRENT LAND DEVELOPMENT REGULATIONS WITHIN THE CI ZONING DISTRICT.

SETBACK REQUIREMENTS:
FRONT: 25'
SIDE: 0'
REAR: 10'

FLOOD ZONE:

THIS PROPERTY IS LOCATED IN FLEMA FLOOD ZONE "X (SHADED)", FLOOD HAZARD AREA SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD; AND IN FLOOD ZONE "X" (AREA DETERMINED NOT TO BE SUBJECT TO THE 0.2% ANNUAL CHANCE FLOOD) AS SHOWN ON FLOOD INSURANCE RATE MAP (FIRM) NO. 12001C0705D WITH AN EFFECTIVE DATE OF 06/16/2006.

FLOOD HAZARD WARNING:

THIS PROPERTY MAY BE SUBJECT TO FLOODING. YOU SHOULD CONTACT THE CITY OF ALACHUA FOR FLOOD ELEVATIONS AND OBTAIN THE LATEST INFORMATION ABOUT FLOOD ELEVATIONS AND RESTRICTIONS BEFORE MAKING PLANS FOR THE USE OF THIS LAND.

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED BY AUTHORITY OF ANY OTHER GRAPHIC OR DIGITAL DATA OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

ALL PLATTED UTILITY EASEMENTS ARE ALSO EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES. PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.

OWNER'S CERTIFICATION AND CONSENT

ALACHUA CROSSINGS, LLC, DOES HEREBY CERTIFY THAT THEY ARE THE OWNERS OF THE HEREIN-DESCRIBED LANDS AND DOES CONSENT TO THIS MINOR SUBDIVISION.

_____ WITNESS #1

_____ WITNESS #2

_____
JAY MOTTO - MANAGING MEMBER

MORTGAGEE DEDICATION AND CONSENT

KNOW ALL MEN BY THESE PRESENTS THAT AMERIS BANK, THE HOLDER OF THAT CERTAIN MORTGAGE (RECEIPT FOR RECORD IN OFFICIAL RECORDS BOOK 4421, PAGE 1439 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA), DOES HEREBY CONSENT TO THIS PLAT AND JOINS IN THE DEDICATION SHOWN HEREON.

AMERIS BANK _____
WITNESS

_____
WITNESS

ACKNOWLEDGEMENT
(STATE OF FLORIDA-COUNTY OF ALACHUA)

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, JAY MOTTO, AS MANAGING MEMBER OF ALACHUA CROSSINGS, LLC, WHO SAID THAT (HE/SHE) WAS DULY VESTED AND WHO FURNISHED A FLORIDA DRIVER'S LICENSE AS IDENTIFICATION AND WHO EXECUTED THE ABOVE INSTRUMENT AND ACKNOWLEDGED BEFORE ME THAT HE EXECUTED SAID INSTRUMENT FOR THE USE AND PURPOSE HEREIN EXPRESSED, AND SAID TIME AS DATE.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, A.D., 2021

MY COMMISSION EXPIRES: _____
_____
NOTARY PUBLIC-STATE OF FLORIDA

CERTIFICATE OF APPROVAL BY THE CITY COMMISSION OF THE CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

THIS IS TO CERTIFY THAT ON _____ THE FOREGOING PLAT WAS APPROVED BY THE CITY COMMISSION OF THE CITY OF ALACHUA, FLORIDA.

_____
MAYOR

ATTEST:

_____ _____
CITY MANAGER FILED FOR RECORD ON

CERTIFICATE OF APPROVAL BY THE ATTORNEY FOR THE CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

_____
EXAMINED ON

AND APPROVED AS TO ITS LEGAL FORM AND SUFFICIENCY BY:

_____
CITY ATTORNEY

SURVEYOR'S CERTIFICATE

I DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR COMPLIANCE WITH THE PLATTING REQUIREMENTS PURSUANT TO CHAPTER 177, PART 1, FLORIDA STATUES AND THAT THE PLAT COMPLIES WITH THE STANDARDS OF PRACTICE REQUIREMENTS OF SAID PART 1 PLATTING CHAPTER, HOWEVER NO REVIEW AND CERTIFICATION EXIST NOT INCLUDE COMPILATION OF FIELD MONUMENTATION OF ANY POINTS OR MEASUREMENTS.

_____ _____
DATE TADD WRIGHT
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER 7215
MASON P.W. PROFESSIONAL GROUP INC.
LICENSED BUSINESS NO. 8021

SURVEYOR'S CERTIFICATION

I DO HEREBY CERTIFY THAT THE PLAT ENTITLED ALACHUA CROSSINGS IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT SAID LANDS HAVE BEEN PLATTED AND DEDICATED AS SHOWN ON SAID PLAT; AND THAT SAID PLAT AND SURVEY CONFORMS WITH ALL REQUIREMENTS AS SET FORTH IN CHAPTER 177, PART 1 OF THE FLORIDA STATUTES.

_____ _____
DATE CHAD A. COLLEY
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER 7342
SURVEYING HEARTS, A WHOLLY OWNED, INC.
LICENSED BUSINESS NO. 8376

ALACHUA CROSSINGS

LYING IN THE SW 1/4 OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 19 EAST,
CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

CHW Professional Consultants
7901 Research Drive
Alachua, Florida 32615
(352) 331-1976
www.chw-inc.com
LC. 1999 FLORIDA
CA-0007L

MINOR SUBDIVISION
BOOK _, PAGE _
SHEET TWO OF TWO

SURVEYORS NOTES:

1. BEARINGS SHOWN HEREON ARE REFERRED TO AN ASSUME VALUE OF NORTH 00°10'00" EAST FOR THE EASTERLY LINE OF THE PARENT PARCEL. SAID BEARING IS IDENTICAL WITH THE DEED RECORDED IN OFFICIAL RECORDS BOOK 4321, PAGE 1845, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.
2. THE ERROR OF CLOSURE FOR THE BOUNDARY OF THIS MINOR SUBDIVISION DOES NOT EXCEED 1:5000.
3. INFORMATION FROM FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) FLOOD INSURANCE RATE MAP(S), SHOWN ON THIS MAP WAS CURRENT AS OF THE REFERENCED DATE. MAP REVISIONS AND AMENDMENTS ARE PERIODICALLY MADE BY LETTER AND MAY NOT BE REFLECTED ON THE MOST CURRENT MAP.
4. DEVELOPMENT STANDARDS FOR THE SUBJECT PROPERTY SHALL BE IN ACCORDANCE WITH THE CITY OF ALACHUA, CI ZONING DISTRICT.
5. ALL DISTANCES SHOWN HEREON ARE IN FEET AND INTENDED TO BE ACCURATE TO THE HUNDREDTH OF A FOOT.
6. LOT CORNERS SHALL BE SET IN CONFORMANCE WITH CHAPTER 177.091 (8) OF FLORIDA STATUTES.
7. MUNICIPAL WATER AND SEWER ARE AVAILABLE TO THIS SITE VIA U.S. HIGHWAY 441.
8. THIS MINOR SUBDIVISION IS SUBJECT TO A DEVELOPER AGREEMENT AS RECORDED IN O.R.B. 3440, PG. 1549, DESCRIPTION IS BLANKET IN NATURE AND COVERS THE PLAT.
9. THIS MINOR SUBDIVISION IS SUBJECT TO A EASEMENT AS RECORDED BY O.R.B. 3473, PG. 192, DESCRIPTION IS BLANKET IN NATURE AND COVERS THE PLAT.
10. THIS MINOR SUBDIVISION MAY OR MAY NOT BE SUBJECT TO A AGREEMENT CONCERNING WATER AND WASTEWATER SERVICES AS RECORDED IN O.R.B. 1838, PG. 2561, DESCRIPTION IS BLANKET IN NATURE AND COVERS THE SUBJECT PARCEL.
11. THIS PLAT CONSISTS OF TWO SHEETS AND IS NOT COMPLETE WITHOUT BOTH SHEETS. SEE SHEET ONE FOR VICINITY MAP, PARCEL DESCRIPTIONS, OWNERS DEDICATION, COUNTY APPROVALS, SURVEYOR'S CERTIFICATE AND COMPLETE SURVEYOR'S NOTES. SEE SHEET TWO FOR DETAILED SUBDIVISION INFORMATION.

GRAPHIC SCALE
0 25 50 100

POINT OF COMMENCEMENT
N 89°09'37" E 667.27'
S 01°10'00" E 1,319.04'
N 89°09'37" E 333.73'
POINT OF BEGINNING
S 89°09'37" E 123.01'
S 57°45'17" W 790.07'
N 01°10'00" W 1,319.04'
COMMON AREA "A" / DRAINAGE EASEMENT
COMMON AREA "B" / INGRESS, EGRESS & UTILITY EASEMENT
COMMON AREA "B" / INGRESS, EGRESS & UTILITY EASEMENT
N 53°19'04" E 440.97'
N 53°19'04" E 640.73'
N 53°19'04" E 179.10'
N 53°19'04" E 179.10'
POINT OF BEGINNING
POINT OF BEGINNING
POINT OF BEGINNING
COMMON AREA "C" / DRAINAGE EASEMENT
LOT 1
LOT 2
S 01°10'00" E 534.31'
N 01°10'00" W 439.91'
S 89°09'37" E 149.99'
S 89°09'37" E 179.99'
S 01°10'00" W 1,319.04'
N 89°09'37" W 1,319.04'
N 89°09'37" W 333.73'
N 89°09'37" W 667.27'
S 89°18'11" W 307.77'
N 89°18'11" E 334.42'
S 89°34'41" W 334.99'
N 89°34'41" E 334.99'
N 45°10'00" W 309.46'
N 44°50'00" E 309.46'
S 45°10'00" W 1,050.67'
N 45°10'00" E 1,050.67'
(BASIS OF BEARINGS)

LINE DATA TABLE

LINE	DIRECTION	LENGTH
L1	N 01°10'00" W	1319.04'
L2	S 89°09'37" E	123.01'
L3	S 01°10'00" E	1319.04'
L4	N 89°09'37" W	333.73'
L5	N 89°09'37" W	667.27'
L6	N 53°19'04" E	179.10'
L7	S 89°09'37" E	149.99'
L8	S 01°10'00" E	534.31'
L9	S 89°09'37" E	179.99'
L10	N 01°10'00" W	439.91'
L11	S 89°09'37" E	179.99'
L12	S 01°10'00" E	1319.04'
L13	N 89°09'37" W	333.73'
L14	N 89°09'37" W	667.27'
L15	N 53°19'04" E	640.73'
L16	N 53°19'04" E	440.97'
L17	S 89°09'37" E	179.99'
L18	S 01°10'00" E	1319.04'
L19	N 89°09'37" W	333.73'
L20	N 89°09'37" W	667.27'
L21	N 53°19'04" E	640.73'
L22	N 53°19'04" E	440.97'
L23	S 89°09'37" E	179.99'
L24	S 01°10'00" E	1319.04'
L25	N 89°09'37" W	333.73'
L26	N 89°09'37" W	667.27'
L27	N 53°19'04" E	640.73'
L28	N 53°19'04" E	440.97'
L29	S 89°09'37" E	179.99'
L30	S 01°10'00" E	1319.04'
L31	N 89°09'37" W	333.73'
L32	N 89°09'37" W	667.27'
L33	N 53°19'04" E	640.73'
L34	N 53°19'04" E	440.97'
L35	S 89°09'37" E	179.99'
L36	S 01°10'00" E	1319.04'
L37	N 89°09'37" W	333.73'
L38	N 89°09'37" W	667.27'
L39	N 53°19'04" E	640.73'
L40	N 53°19'04" E	440.97'
L41	S 89°09'37" E	179.99'
L42	S 01°10'00" E	1319.04'
L43	N 89°09'37" W	333.73'
L44	N 89°09'37" W	667.27'
L45	N 53°19'04" E	640.73'
L46	N 53°19'04" E	440.97'
L47	S 89°09'37" E	179.99'
L48	S 01°10'00" E	1319.04'
L49	N 89°09'37" W	333.73'
L50	N 89°09'37" W	667.27'
L51	N 53°19'04" E	640.73'
L52	N 53°19'04" E	440.97'
L53	S 89°09'37" E	179.99'
L54	S 01°10'00" E	1319.04'
L55	N 89°09'37" W	333.73'
L56	N 89°09'37" W	667.27'
L57	N 53°19'04" E	640.73'
L58	N 53°19'04" E	440.97'
L59	S 89°09'37" E	179.99'
L60	S 01°10'00" E	1319.04'
L61	N 89°09'37" W	333.73'
L62	N 89°09'37" W	667.27'
L63	N 53°19'04" E	640.73'
L64	N 53°19'04" E	440.97'
L65	S 89°09'37" E	179.99'
L66	S 01°10'00" E	1319.04'
L67	N 89°09'37" W	333.73'
L68	N 89°09'37" W	667.27'
L69	N 53°19'04" E	640.73'
L70	N 53°19'04" E	440.97'
L71	S 89°09'37" E	179.99'
L72	S 01°10'00" E	1319.04'
L73	N 89°09'37" W	333.73'
L74	N 89°09'37" W	667.27'
L75	N 53°19'04" E	640.73'
L76	N 53°19'04" E	440.97'
L77	S 89°09'37" E	179.99'
L78	S 01°10'00" E	1319.04'
L79	N 89°09'37" W	333.73'
L80	N 89°09'37" W	667.27'
L81	N 53°19'04" E	640.73'
L82	N 53°19'04" E	440.97'
L83	S 89°09'37" E	179.99'
L84	S 01°10'00" E	1319.04'
L85	N 89°09'37" W	333.73'
L86	N 89°09'37" W	667.27'
L87	N 53°19'04" E	640.73'
L88	N 53°19'04" E	440.97'
L89	S 89°09'37" E	179.99'
L90	S 01°10'00" E	1319.04'
L91	N 89°09'37" W	333.73'
L92	N 89°09'37" W	667.27'
L93	N 53°19'04" E	640.73'
L94	N 53°19'04" E	440.97'
L95	S 89°09'37" E	179.99'
L96	S 01°10'00" E	1319.04'
L97	N 89°09'37" W	333.73'
L98	N 89°09'37" W	667.27'
L99	N 53°19'04" E	640.73'
L100	N 53°19'04" E	440.97'
L101	S 89°09'37" E	179.99'
L102	S 01°10'00" E	1319.04'
L103	N 89°09'37" W	333.73'
L104	N 89°09'37" W	667.27'
L105	N 53°19'04" E	640.73'
L106	N 53°19'04" E	440.97'
L107	S 89°09'37" E	179.99'
L108	S 01°10'00" E	1319.04'
L109	N 89°09'37" W	333.73'
L110	N 89°09'37" W	667.27'
L111	N 53°19'04" E	640.73'
L112	N 53°19'04" E	440.97'
L113	S 89°09'37" E	179.99'
L114	S 01°10'00" E	1319.04'
L115	N 89°09'37" W	333.73'
L116	N 89°09'37" W	667.27'
L117	N 53°19'04" E	640.73'
L118	N 53°19'04" E	440.97'
L119	S 89°09'37" E	179.99'
L120	S 01°10'00" E	1319.04'
L121	N 89°09'37" W	333.73'
L122	N 89°09'37" W	667.27'
L123	N 53°19'04" E	640.73'
L124	N 53°19'04" E	440.97'
L125	S 89°09'37" E	179.99'
L126	S 01°10'00" E	1319.04'
L127	N 89°09'37" W	333.73'
L128	N 89°09'37" W	667.27'
L129	N 53°19'04" E	640.73'
L130	N 53°19'04" E	440.97'
L131	S 89°09'37" E	179.99'
L132	S 01°10'00" E	1319.04'
L133	N 89°09'37" W	333.73'
L134	N 89°09'37" W	667.27'
L135	N 53°19'04" E	640.73'
L136	N 53°19'04" E	440.97'
L137	S 89°09'37" E	179.99'
L138	S 01°10'00" E	1319.04'
L139	N 89°09'37" W	333.73'
L140	N 89°09'37" W	667.27'
L141	N 53°19'04" E	640.73'
L142	N 53°19'04" E	440.97'
L143	S 89°09'37" E	179.99'
L144	S 01°10'00" E	1319.04'
L145	N 89°09'37" W	333.73'
L146	N 89°09'37" W	667.27'
L147	N 53°19'04" E	640.73'
L148	N 53°19'04" E	440.97'
L149	S 89°09'37" E	179.99'
L150	S 01°10'00" E	1319.04'
L151	N 89°09'37" W	333.73'
L152	N 89°09'37" W	667.27'
L153	N 53°19'04" E	640.73'
L154	N 53°19'04" E	440.97'
L155	S 89°09'37" E	179.99'
L156	S 01°10'00" E	1319.04'
L157	N 89°09'37" W	333.73'
L158	N 89°09'37" W	667.27'
L159	N 53°19'04" E	640.73'
L160	N 53°19'04" E	440.97'
L161	S 89°09'37" E	179.99'
L162	S 01°10'00" E	1319.04'
L163	N 89°09'37" W	333.73'
L164	N 89°09'37" W	667.27'
L165	N 53°19'04" E	640.73'
L166	N 53°19'04" E	440.97'
L167	S 89°09'37" E	179.99'
L168	S 01°10'00" E	1319.04'
L169	N 89°09'37" W	333.73'
L170	N 89°09'37" W	667.27'
L171	N 53°19'04" E	640.73'
L172	N 53°19'04" E	440.97'
L173	S 89°09'37" E	179.99'
L174	S 01°10'00" E	1319.04'
L175	N 89°09'37" W	333.73'
L176	N 89°09'37" W	667.27'
L177	N 53°19'04" E	640.73'
L178	N 53°19'04" E	440.97'
L179	S 89°09'37" E	179.99'
L180	S 01°10'00" E	1319.04'
L181	N 89°09'37" W	333.73'
L182	N 89°09'37" W	667.27'
L183	N 53°19'04" E	640.73'
L184	N 53°19'04" E	440.97'
L185	S 89°09'37" E	179.99'
L186	S 01°10'00" E	1319.04'
L187	N 89°09'37" W	333.73'
L188	N 89°09'37" W	667.27'
L189	N 53°19'04" E	640.73'
L190	N 53°19'04" E	440.97'
L191	S 89°09'37" E	179.99'
L192	S 01°10'00" E	1319.04'
L193	N 89°09'37" W	333.73'
L194	N 89°09'37" W	667.27'
L195	N 53°19'04" E	640.73'
L196	N 53°19'04" E	440.97'
L197	S 89°09'37" E	179.99'
L198	S 01°10'00" E	1319.04'
L199	N 89°09'37" W	333.73'
L200	N 89°09'37" W	667.27'

CURVE DATA TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 44°10'00" E
C2	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 45°50'00" W
C3	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 44°10'00" W
C4	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 45°50'00" E
C5	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 44°10'00" E
C6	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 45°50'00" W
C7	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 44°10'00" W
C8	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 45°50'00" E
C9	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 44°10'00" E
C10	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 45°50'00" W
C11	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 44°10'00" W
C12	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 45°50'00" E
C13	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 44°10'00" E
C14	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 45°50'00" W
C15	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 44°10'00" W
C16	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 45°50'00" E
C17	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 44°10'00" E
C18	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 45°50'00" W
C19	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 44°10'00" W
C20	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 45°50'00" E
C21	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 44°10'00" E
C22	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 45°50'00" W
C23	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 44°10'00" W
C24	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 45°50'00" E
C25	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 44°10'00" E
C26	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 45°50'00" W
C27	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 44°10'00" W
C28	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 45°50'00" E
C29	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 44°10'00" E
C30	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 45°50'00" W
C31	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 44°10'00" W
C32	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 45°50'00" E
C33	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 44°10'00" E
C34	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 45°50'00" W
C35	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 44°10'00" W
C36	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 45°50'00" E
C37	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 44°10'00" E
C38	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 45°50'00" W
C39	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 44°10'00" W
C40	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 45°50'00" E
C41	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 44°10'00" E
C42	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 45°50'00" W
C43	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 44°10'00" W
C44	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 45°50'00" E
C45	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 44°10'00" E
C46	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 45°50'00" W
C47	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 44°10'00" W
C48	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 45°50'00" E
C49	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 44°10'00" E
C50	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 45°50'00" W
C51	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 44°10'00" W
C52	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 45°50'00" E
C53	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 44°10'00" E
C54	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 45°50'00" W
C55	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 44°10'00" W
C56	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 45°50'00" E
C57	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 44°10'00" E
C58	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 45°50'00" W
C59	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 44°10'00" W
C60	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 45°50'00" E
C61	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 44°10'00" E
C62	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 45°50'00" W
C63	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 44°10'00" W
C64	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 45°50'00" E
C65	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 44°10'00" E
C66	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 45°50'00" W
C67	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 44°10'00" W
C68	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 45°50'00" E
C69	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 44°10'00" E
C70	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 45°50'00" W
C71	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 44°10'00" W
C72	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 45°50'00" E
C73	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 44°10'00" E
C74	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 45°50'00" W
C75	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 44°10'00" W
C76	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 45°50'00" E
C77	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 44°10'00" E
C78	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 45°50'00" W
C79	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 44°10'00" W
C80	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 45°50'00" E
C81	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 44°10'00" E
C82	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 45°50'00" W
C83	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 44°10'00" W
C84	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 45°50'00" E
C85	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 44°10'00" E
C86	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 45°50'00" W
C87	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 44°10'00" W
C88	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 45°50'00" E
C89	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 44°10'00" E
C90	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 45°50'00" W
C91	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 44°10'00" W
C92	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 45°50'00" E
C93	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 44°10'00" E
C94	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 45°50'00" W
C95	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 44°10'00" W
C96	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 45°50'00" E
C97	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 44°10'00" E
C98	31.42'	20.00'	90°00'00"	20.00'	28.28'	S 45°50'00" W
C99	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 44°10'00" W
C100	31.42'	20.00'	90°00'00"	20.00'	28.28'	N 45°50'00" E

LEGEND:
O.R.B. = OFFICIAL RECORDS BOOK
R/W = RIGHT OF WAY
LB = LICENSED BUSINESS
N = NORTH
E = EAST
S = SOUTH
W = WEST
B.S.L. = BUILDING SETBACK LINE
□ = FOUND 4"x4" CONCRETE MONUMENT MARKED AS NOTED
● = FOUND 5/8" IRON ROD AND CAP NO IDENTIFICATION
● = FOUND 5/8" STEEL REBAR & CAP MARKED AS NOTED
● = SET 5/8" STEEL REBAR AND CAP MARKED "CHW INC LB 1177"
= SUBJECT PARCEL LINE
= ADJOINER BOUNDARY LINE
= LOT LINE
= APPROXIMATE FLOOD ZONE LINE
= RIGHT OF WAY LINE
= BUILDING SETBACK LINE
= EASEMENT LINE

ILLUSTRATION 1B:
AERIAL MAP

SRWMD Permit No. 207202-2

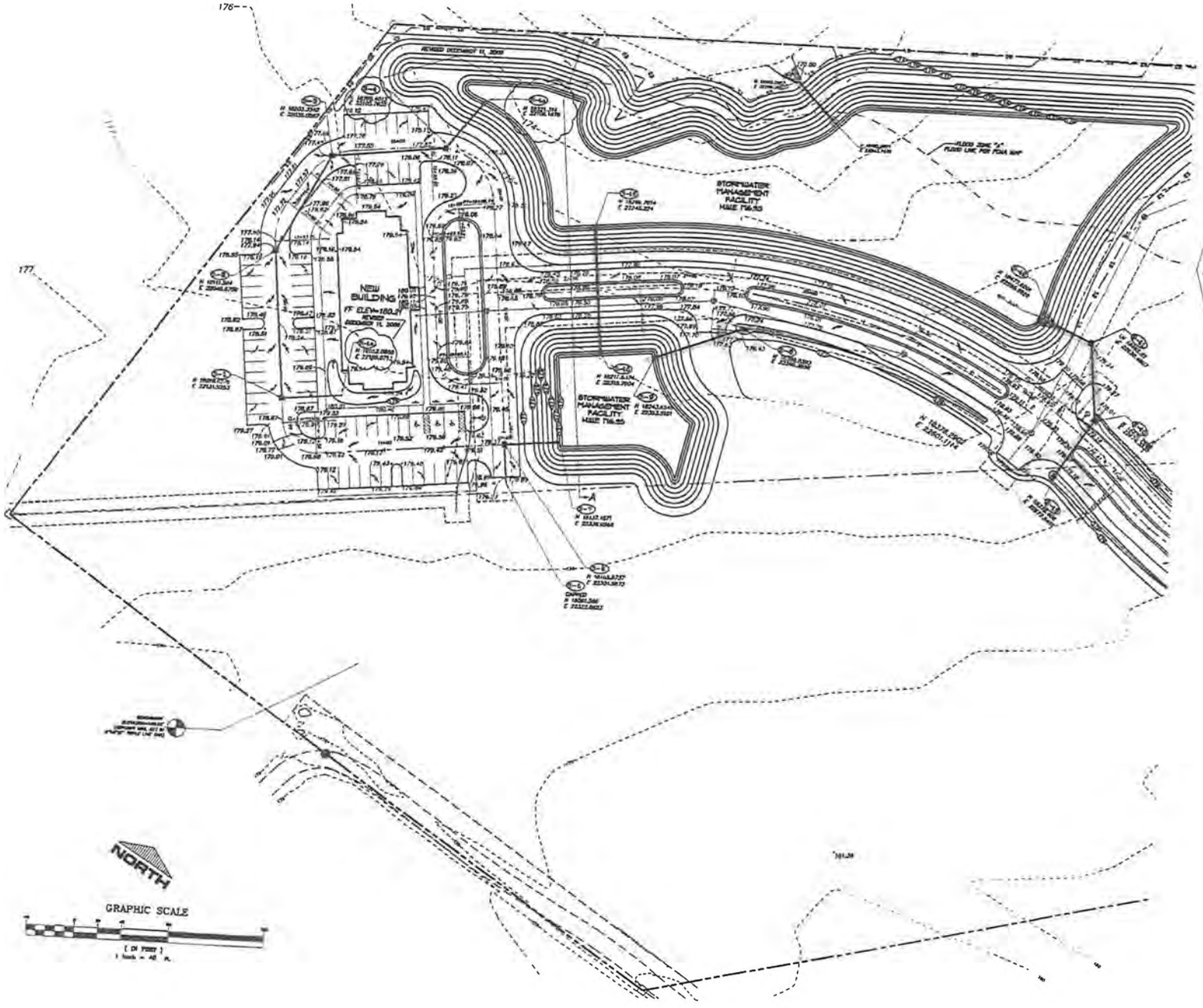


NORTH

CHW
Professional Consultants

Prepared by: Employee 534
Date: 3/10/2021

Document Path: W:\01 client files\Boats\2019\19-0170\Planning\GIS\MXD\19-0170-04\Robert Map.mxd



STORMWATER STRUCTURE SCHEDULE

REVISED DECEMBER 11, 2006

REVISED JANUARY 30, 2007

STRUCTURE TYPE	DESCRIPTION
C	TYPE "C" INLET WITH STEEL GRATE PER FDOT INDEX NO. 232
F	TYPE "F" SURFACE INLET WITH STEEL GRATE PER FDOT INDEX NO. 233
G	TYPE "G" SURFACE INLET WITH STEEL GRATE PER FDOT INDEX NO. 233
FES	FES PER FDOT
MES	MES PER FDOT INDEX NO. 279
AD	18" ARCH GRATE SEE SHEET C5.0 FOR DETAILS

Caussaux & Ellington, Inc.
Engineering • Surveying • Planning

Application Attachments
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1. Authorized Agent Affidavit
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6. **Concurrency Impact Analysis**
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9. Proof of Ownership
10. Proof of Payment of Taxes
11. Environmental Resource Permit
12. Access Management Permit from Florida Department of Transportation

CONCURRENCY IMPACT ANALYSIS

Alachua Crossings – Minor Subdivision

19-0170.05

To:	Adam Hall, AICP, City of Alachua Planning & Community Principal Planner
From:	Chad Colson, PSM, Senior Project Manager
Date:	~~July 19, 2021~~ Resubmitted September 28, 2021
RE:	Alachua Crossings – Concurrency Impact Analysis

This application is for a Minor Subdivision of Tax Parcel 05885-101-003 (±16.02-acres). The project is for dividing up the lands with an existing commercial building on the project. The project is located on the west side of US 441, just west of NW 146th Terrace. The onsite Future Land Use (FLU) category is Recreation and the Zoning District classification is (CI).

The following analysis estimates potential impacts on City of Alachua public facilities that may result from the proposed Minor Subdivision if lot 2 of the minor subdivision was developed with the maximum allowable square footage of (179,685 ft^2) office space for that lot.

Roadways / Transportation

Table 1: Projected Trip Generation

Land Use	ITE LU Code	Variable (Dwelling units)	Daily Total	AM Peak			PM Peak		
				Total	In	Out	Total	In	Out
Office Space	710	179.685	1,873	195	168	27	199	32	167

ITE Trip Generation Manual, 10th Edition

Conclusion: Approval of this application may generate **1,873** daily vehicle trips. This is not anticipated to negatively impact the adopted LOS for adjacent and nearby roadways, as demonstrated in Table 2.

Per City LDR §2.4.14(H)(2), affected roadways for developments generating greater than 1,000 external average daily trips (ADT) are those on which the development's impacts are five percent or greater of the maximum service volume of the roadway; and the study area shall include all roadway segments located partially or wholly within one-half mile of the development's ingress/egress, or to the nearest major intersection, whichever is greater.

Per city staff, the only affected roadways are Segment 3, US 441, from MPO Boundary to CR 25A, and Segment 4, US 441, from CR 25A East intersection to SR 235.

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t: (352) 331-1976 | 11801 Research Drive, Alachua, FL 32615
t: (352) 414-4621 | 101 NE 1st Avenue, Ocala, FL 34470
www.chw-inc.com

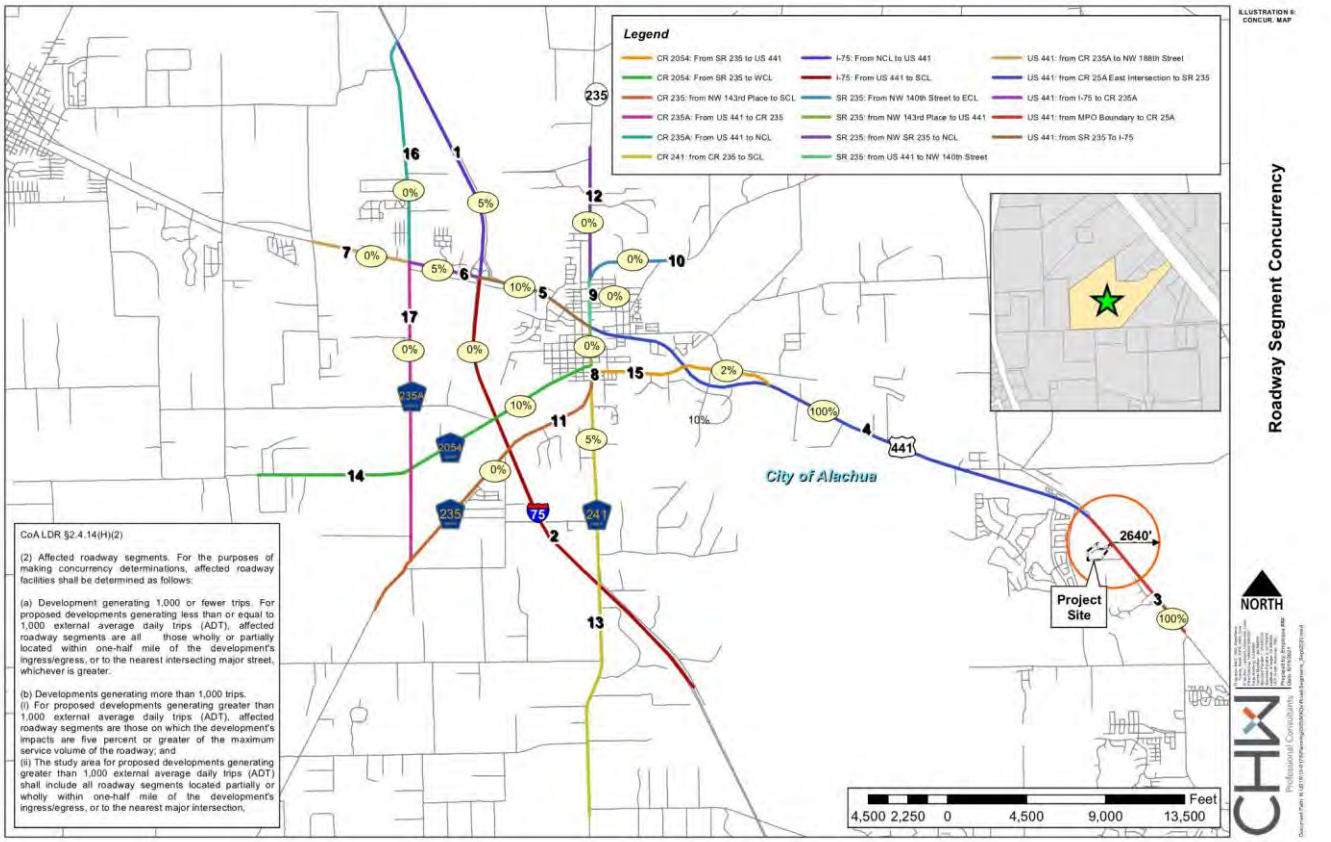


Figure 1: Anticipated Trip Distribution by Roadway Segment

Figure 1 illustrates the anticipated trip distribution. The project site is near the intersection of County Road 25A and the Metropolitan Planning Organization (MPO) Boundary. The center point used for the one-half mile radius measurement is the approximate ingress/egress to the subdivision. Trips to and from the subdivision are anticipated to be generated predominately by office personnel.

Table 2: Projected Impacts on Roadways

	AADT	PM	AADT	PM
Traffic System Category	Segment 3		Segment 4	
	US 441 from MPO Boundary to CR 25A		US 441 from CR 25A East intersection to SR 235	
Maximum service volume[1]	43,000	3,870	45,700	4,110
Existing Traffic[1]	23,536	2,118	20,435	1,941
Reserved Trips[1]	2,317	196	5,375	509
Available Capacity	17,147	1,556	19,890	1,660
Projected Trip Generation[2]	1,873	199	1,873	199
Available Capacity with Application Approval	15,274	1,357	18,017	1,461

1. *Source: City of Alachua June 2021 Development Monitoring Report*
2. *Note: Projected trip distribution percentage is estimated by 100% for Segment 3; and 100% for Segment 4.*

Conclusion: There is available capacity with this application's approval. Therefore, this development *will not* cause the roadway segments to fall below the LOS standards.

Potable Water/Sanitary Sewer

Based on 179,685 square feet * (15 gallons / 100 sf of floor space) = 26,952.75 gallons

Table 4.2: Projected Potable Water Impact

System Category	Gallons Per Day (GPD)
Current Permitted Capacity[1]	2,300,000
Less actual Potable Water Flows[1]	1,300,250
Reserved Capacity[2]	146,101
Residual Capacity[1]	853,649
Percentage of Permitted Design Capacity Utilized[1]	62.88%
Projected Potable Water Demand from Proposed Project[2]	26,952.75
Residual Capacity after Proposed Project	**826,696**

1. *Source: City of Alachua May 2021 Development Monitoring Report*
2. *Source: City of Alachua Comprehensive Plan & Chapter 64-E, F.A.C.*
   Formula used: square feet x 0.15 gallons = # of gallons

Conclusion: There is residual capacity with this application's approval. Therefore, the proposed development *will not* cause the City's potable water facilities to fall below LOS standards.

Table 4.3: Projected Wastewater Impact

System Category	Gallons Per Day (GPD)
Treatment Plant Current Permitted Capacity[1]	1,500,000
Less Actual Treatment Plant Flows[2]	677,000
Reserved Capacity[2]	127,140
Residual Capacity	695,860
Percentage of Permitted Design Capacity Utilized	53.61%
Projected Wastewater from Proposed Project[2]	26,952.75
Residual Capacity after Proposed Project	**668,908**

1. *Source: City of Alachua May 2021 Development Monitoring Report*
2. *Source: City of Alachua Comprehensive Plan & Chapter 64-E, F.A.C.*
   Formula used: square feet x 0.15 gallons = # of gallons

Conclusion: There is residual capacity with this application's approval. Therefore, the proposed development *will not* cause the City's wastewater facilities to fall below LOS standards.

Solid Waste

Table 5: Projected Solid Waste Impact

System Category	LBs Per Day	Tons Per Year
Existing Demand[1]	41,960.00	7,657.70
Reserved Capacity[1]	15,609.14	2,848.67
New River Solid Waste Facility Capacity[1]	50 years	
Solid Waste Generated by Proposed Project[2]		393.51

1. *Source: City of Alachua June 2021 Development Monitoring Report.*
2. *Source: Sincero and Sincero; Environmental Engineering: A Design Approach. Prentice Hall, New Jersey, 1996.*
   *Formula used: (((12 lbs. / 1,000 ft2/day x **179,685 sq. ft.**) x 365)/2,000)*

Conclusion: There is available capacity with this application's approval. Therefore, the proposed development *will not* cause the City's solid waste facilities to fall below LOS standards.

MEMORANDUM

Minor Subdivision

19-0170.05

To:	Adam Hall, AICP, City of Alachua Planning & Community Principal Planner
From:	Chad Colson PSM, Senior Project Manager
Date:	~~June 25, 2021~~ Resubmitted September 2, 2021
RE:	City of Alachua Minor Subdivision Application – Consistency with Comprehensive Plan and Land Development Regulations

This memorandum identifies specific City of Alachua Comprehensive Plan Goals, Objectives, and Policies, as well as specific Land Development Regulations, and explains how this application is consistent. The Comprehensive Plan and Land Development Regulation language is provided in normal font; the consistency statements are provided in **bold font**.

CONSISTENCY WITH THE CITY OF ALACHUA COMPREHENSIVE PLAN

FUTURE LAND USE ELEMENT

Policy 1.3.b: Commercial: The Commercial land use category is established to provide for general commercial uses, as well as more intense commercial and highway commercial uses. This is the land use category in which large-scale, regional commercial uses may locate. The following uses are allowed within the Commercial land use category:

1. Retail sales and services;
2. Personal services;
3. Financial Institutions;
4. Outdoor recreation and entertainment;
5. Tourist-related uses;
6. Hotels, motels;
7. Commercial shopping centers;
8. Auto-oriented uses;
9. Traditional Mixed-use Neighborhood Planned Developments;
10. Employment Center Planned Developments;
11. Commercial recreation centers;
12. Office/business parks;
13. Limited industrial services;
14. Eating Establishments

The parcels created by this Minor Subdivision will be used for purposes consistent with the spirit and intent of the Commercial Future Land Use classification.

Policy 9.1: Any new development within a Commercial or Industrial Future Land Use Map Designation within the corporate limits, where potable water and wastewater service are available, as defined in Policy 1.2.a and Policy 4.2.a of the Community Facilities and Natural Groundwater Aquifer Recharge Element of the City of Alachua Comprehensive Plan, shall connect to the City of Alachua's potable water and wastewater system.

Lot 1 in the Minor Subdivision is already connected to the City of Alachua's potable water and wastewater system.

t: (904) 619-6521 | 8465 Merchants Way, Suite 102, Jacksonville, FL 32222
t: (352) 331-1976 | 11801 Research Drive, Alachua, FL 32615
t: (352) 414-4621 | 101 NE 1st Avenue, Ocala, FL 34470
www.chw-inc.com

CONSISTENCY WITH THE CITY OF ALACHUA LAND DEVELOPMENT REGULATIONS

Article 2: Administration

2.4.10 Subdivision.

(F)Minor subdivision.

(1)Generally. Excluding subdivisions exempted by Subsection 2.4.10(B)(3) of this section, Exemptions, minor subdivisions constitute:

(a)The subdivision of land into six or fewer lots, provided that:

(i)No new streets, alleys, or other public ways are created;

(ii)No changes are made to the existing rights-of-way of any streets, alleys or other public ways;

(iii)No new utilities are required to serve the subdivided land;

(iv)The division of land complies with the standards of Article 7, Subdivision Standards;

(v)No flag lot is created; and

(vi)The lots have direct access onto an improved street that has been accepted for maintenance by the appropriate jurisdiction or is maintained by a Property Owners Association.

(b)Revisions of single lots within an existing platted subdivision.

(c)The subdivision of land into 50 or fewer single-family detached or attached lots where a minimum of 25 percent of the lots are restricted for affordable housing for low-income residents.

This application is for a Minor Subdivision creating 5 lots; No new streets are being created, nor changes to existing right of ways; Utilities are already serving lot 1; Minor Subdivision complies with Article 7 (See section on Article 7 below); No flag lots are created; Lots have access to US 441 through Common Area "B"; The Minor Subdivision is not located in an existing subdivision.

Article 3: Zone Districts

3.5.2 Business district specific purposes.

(E) CI, Commercial Intensive District. The CI District is established and intended to provide lands and facilitate highway-oriented development opportunities within the City, for uses that require high public visibility and an accessible location. The CI district should be located along major arterials or highways and at the US 441/Interstate-75 interchange.

The project site is located along US 441. The proposed Minor Subdivision will assist in better facilitating high public visibility and accessibility for the site.

Article 5 - DENSITY, INTENSITY, AND DIMENSIONAL STANDARDS

Table 5.1-3. Table of Dimensional Standards in the Business Zoning Districts

District and use	Lots		Minimum Yards and Setbacks				Max. Height (ft)	Max. Lot Coverage (incl. accessory structures)	Max. FAR [2]	Max. Gross Residential Density (DU/ Acre)
	Min. Area (sq. ft.)	Min. Width (ft.)	Front (ft.)[5]	Side (ft.)	Rear (ft.)	Wetland and Water-course (ft.)				
CI, All uses	None	None	20	None	15	Sec. 5.2.2(B)	65 see note [8]	None	See note [2]	None

Notes:
[2] The building square footage occupied by upper story dwelling units that are deed-restricted as affordable housing for low income residents shall not be counted towards the maximum FAR. Floor area ratios for business districts are as follows: 0.5 FAR for parcels five acres or greater; 0.75 FAR for parcels less than five acres, but greater than one acre; 1.0 FAR for parcels one acre or less.
[5] Front setbacks shall be consistent with the definition of "yard, front" as provided in Subsection 5.2.2(A)(7).
[8] The maximum height for structures in the CI and CP zoning districts may be increased up to a maximum of 200 feet using the Special Exception process consistent with the applicable standards found in Sections 2.4.4(D) and 5.2.3(B)).

The proposed Minor Subdivision is consistent with all lot dimensional standards for the Commercial Intensive zoning district, as can be seen on the attached sketch. Future development will comply with all pertinent standards.

Article 7: Subdivision

Sec. 7.1. Purpose and applicability.

7.1.1 Purpose. These subdivision standards are established:

(A) Economically sound community. To encourage the development of an economically sound and stable community.

This minor subdivision will enable the creation of more commercial uses in the City of Alachua, which will in turn create job opportunities and bring more money to the local economy.

(B) Provision of streets, utilities, and other facilities. To ensure the provision of required streets, utilities and other facilities and services for development.

All required streets, utilities, and other facilities and services are already in place for future development.

(C) Safe and convenient access and circulation. To ensure the adequate provision of safe and convenient access and circulation, both vehicular and pedestrian, and to help ensure that all lots will be accessible to firefighting equipment and other emergency and service vehicles.

Access to the site will be provided by US 441. Onsite circulation for vehicle drivers and for pedestrians will be designed to be safe and convenient. All lots will be accessible to firefighting equipment and other emergency and service vehicles. See attached boundary survey

(D) Provision of land for recreation, education, open space, and other public purposes. To ensure the provision of land for recreation facilities, education facilities, open space and related public purposes.

Land use requirements will be addressed in development of the lots.

(E) Protect and conserve natural and scenic resources. To ensure the protection and conservation of natural and scenic resources.

Protection and conservation of natural and scenic resources onsite will be addressed in development as relevant.

(F) Safe and healthy environment. To promote a safe and healthy environment.

The lots created by this minor subdivision will be developed in ways that promote a safe and healthy environment.

(G) Identification of land on public records. To ensure the adequate identification of land on the public records.

Land will be adequately identified on the public records.

(H) Development consistent with the Comprehensive Plan. To ensure the development of the community in ways that are consistent with the Comprehensive Plan.

Development that occurs on the newly-created lots will be done consistent with the Comprehensive Plan.

7.1.2 Applicability and other relevant provisions.

(B) Additional requirements. In addition to the standards for subdivision established in this article (Sections 7.2 to 7.8), all final plats for subdivision shall also comply with the following laws, rules, and regulations:

(1) Land development regulations. All relevant and appropriate provisions of these LDRs.

(2) Other City laws. All other relevant and appropriate City laws and regulations.

(3) Building code. The Florida Building Code, as amended.

(4) Comprehensive Plan. The Comprehensive Plan in effect at the time of submission.

(5) All other relevant State and Federal laws and regulations. Rules and regulations of the FDEP, FDOT, the Suwannee River Water Management District and other appropriate regional, State and Federal agencies and all other relevant Florida and Federal statutes and regulations.

The minor subdivision complies with the above-mentioned laws.

Sec. 7.2. Subdivision layout and design generally.

7.2.1 Layout and design generally. Where required by these LDRs, the subdivider shall grade and improve streets; install sidewalks, street name signs, streetlights, fire hydrants, curbs and gutters; place monuments and corner stakes and install sanitary sewer and water mains and stormwater facilities in accordance with the specifications of these LDRs and any other specifications established by ordinance or resolution of the City Commission. The City Commission may, if conditions warrant, coordinate with a owner/subdivider to construct public improvements that are capable of accommodating community or systemwide needs in accordance with the standards in Section 7.3.11(B), Oversizing and reimbursement.

Sidewalk, Street, curb and gutter, light poles, sanitary sewer, water lines, and telecommunications are already in place. see attached boundary survey.

7.2.2 Residential and nonresidential subdivisions; use of subdivided lots.

(A) *Use of lots comply with LDRs and Comprehensive Plan.* The proposed use of lots within a subdivision shall comply with the requirements of Article 4, Use Regulations, these LDRs, and shall be consistent with the Comprehensive Plan.

This use for the lots is to provide common areas, drainage areas, and two lots. One of the lots is already being used for a business. The land has Commercial, Intensive (CI) zoning and Commercial Future Land Use classification. Onsite uses will be in compliance with the requirements of Article 4 and consistent with the City of Alachua Comprehensive Plan.

(B) *Site outside floodprone area if alternative available.* Where other alternatives are available for the siting of residential dwellings within a subdivision, they shall not be located in a floodprone area as required by Section 6.9.4, Floodprone area standards.

Site is not a flood prone area, and a majority of the site is designated as flood zone "X" per FEMA flood maps. The area of the minor subdivision that is in flood zone "A" fall inside common/drainage area.

7.2.3 Block standards.

There are no blocks in the proposed minor subdivision, only lots.

7.2.4 Lot standards.

Lot sizes meet the standards. The proposed minor subdivision does not consist of double frontage lots.

(D) Access. Lots shall not access an existing street except in a minor subdivision.

This application is for a minor subdivision. There is already road access as shown on the boundary survey.

(E) Lot corners. The subdivision shall adhere to the requirements of F.S. ch. 177 regarding the placement of all lot corners.

Lot corners will be placed as shown on the proposed minor subdivision which complies with F.S. CH. 177.

7.2.5 Streets.

There is already a street in place that all lots have access to US 441.

Sec. 7.3. Required improvements.

7.3.1 *Streets.* Work performed involving road right-of-way clearing and grubbing, earthwork, stabilizing and construction of a base and surface course shall meet the minimum requirements of the American Association of State Highway and Transportation Official's (AASHTO), latest manual edition and amendments, where applicable, unless stated otherwise in this article. These specifications are intended to govern the equipment, materials, construction methods, and quality control of the work, unless otherwise provided. They are not intended to apply to the basis of payment provisions.

7.3.2 *Sidewalks.*

7.3.3 *Road and street signs.*

7.3.4 *Streetlights.* Installation of streetlights is required on all public streets. Streetlights shall be installed by the subdivider in accordance with the standards in the City's Electrical Service Policy Manual.

7.3.5 *Reserve strips.* The creation of reserve strips shall not be permitted adjacent to a proposed public street in such a manner as to deny access to such street from property adjacent to the proposed subdivision, or to landlock adjacent properties.

7.3.6 *Stormwater management and flood protection requirements.* Subdivider shall comply with all stormwater management requirements set forth in Section 6.9.3, Stormwater management standards.

7.3.7 *Sanitary sewer.*

7.3.8 *Water supply.*

7.3.9 *Fire protection improvements.* Fire protection improvements shall be provided when the subdivision is connected to a publicly owned water system and shall include the installation of fire hydrants to water mains with a minimum pipe size of six inches in diameter. If fire protection improvements are required, then:

7.3.10 *Water and sanitary sewer systems.* New potable water and sanitary sewer systems, where required by the Comprehensive Plan, shall be designed by a Florida registered engineer in accordance with all applicable regulations of the Florida Department of Environmental Protection.

7.3.11 *Utilities.*

7.3.12 *Adequate off-site facilities and services.* Where the City concludes that a proposed subdivision will create impacts on surrounding streets, utilities, or other facilities that cannot be adequately offset through the construction of on-site facilities, the construction of off-site facilities sufficient to offset the anticipated impacts of the proposed development may be required in no event, however, shall a subdivider be required to provide off-site facilities for purposes of granting a general public benefit beyond offsetting the impacts of the proposed subdivision.

7.3.13 *Monumentation and control points.* The subdivider shall comply with the requirements of F.S. ch. 177 regarding the placement of all monuments.

The proposed minor subdivision already has all the above-mentioned required improvements. See Boundary Survey.

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10. Proof of Payment of Taxes
11. Environmental Resource Permit
12. Access Management Permit from Florida Department of Transportation

LEGAL DESCRIPTION

DATE: 7/8/2021
CLIENT: ALACHUA CROSSINGS, LLC.
PROJECT NO: 19-0170.05
DESCRIPTION FOR: COMMON AREA "A" / DRAINAGE EASEMENT

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, AND RUN THENCE NORTH 88°39'32" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 667.27 FEET; THENCE SOUTH 01°12'44" EAST, 675.46 FEET; THENCE NORTH 88°28'31" EAST, 333.74 FEET, THENCE SOUTH 01°13'14" EAST, 150.00 FEET, TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2304, PAGE 599 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND THE **POINT OF BEGINNING**; THENCE SOUTH 1°13'00" EAST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 30.40 FEET; THENCE DEPARTING SAID WEST LINE, SOUTH 89°57'24" EAST, A DISTANCE OF 123.07 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 69.25 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 66°35'55" EAST, 54.92 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 46°42'59", AN ARC LENGTH OF 56.47 FEET; THENCE SOUTH 41°32'24" EAST, A DISTANCE OF 44.30 FEET; THENCE NORTH 48°17'03" EAST, A DISTANCE OF 102.83 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 533.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 68°09'22" EAST, 362.33 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 39°44'28", AN ARC LENGTH OF 369.70 FEET TO THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4821, PAGE 1904 OF SAID PUBLIC RECORDS; THENCE NORTH 3°17'41" EAST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 69.94 FEET; THENCE NORTH 3°30'12" WEST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 256.35 FEET TO THE NORTH LINE OF AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2304, PAGE 599; THENCE SOUTH 53°45'13" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 750.07 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED LANDS CONTAINING 2.879 ACRES, MORE OR LESS

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

LEGAL DESCRIPTION

DATE: 7/8/2021
CLIENT: ALACHUA CROSSINGS, LLC.
PROJECT NO: 19-0170.05
DESCRIPTION FOR: COMMON AREA "B" / DRAINAGE EASEMENT

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, AND RUN THENCE NORTH 88°39'32" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 667.27 FEET; THENCE SOUTH 01°12'44" EAST, 675.46 FEET; THENCE NORTH 88°28'31" EAST, 333.74 FEET, THENCE SOUTH 01°13'14" EAST, 150.00 FEET, TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2304, PAGE 599 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE SOUTH 1°13'00" EAST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 30.40 FEET; THENCE DEPARTING SAID WEST LINE SOUTH 89°57'24" EAST, A DISTANCE OF 123.07 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 69.25 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 66°35'55" EAST, 54.92 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 46°42'59", AN ARC LENGTH OF 56.47 FEET; THENCE SOUTH 41°32'24" EAST, A DISTANCE OF 44.30 FEET TO THE POINT OF BEGINNING; THENCE NORTH 48°17'03" EAST, A DISTANCE OF 102.83 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 533.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 73°58'51" EAST, 462.20 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 51°23'27", AN ARC LENGTH OF 478.07 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 467.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 81°45'02" EAST, 287.47 FEET, SAID POINT LYING ON THE SOUTHERLY BOUNDARY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4821, PAGE 1904 OF SAID PUBLIC RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID LANDS THROUGH THE FOLLOWING FIVE (5) COURSES: 1) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°51'05", AN ARC LENGTH OF 292.21 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 57.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 28°20'49" EAST, 66.16 FEET; 2) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 70°57'21", AN ARC LENGTH OF 70.59 FEET; 3) THENCE NORTH 51°10'56" EAST, A DISTANCE OF 78.12 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 57.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 85°54'42" EAST, 64.95 FEET; 4) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 69°27'32", AN ARC LENGTH OF 69.10 FEET; 5) THENCE NORTH 51°10'56" EAST, A DISTANCE OF 179.09 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO 441; THENCE SOUTH 38°49'44" EAST, ALONG SAID SOUTHWESTERLY

RIGHT OF WAY LINE, A DISTANCE OF 66.00 FEET; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT OF WAY LINE, SOUTH 51°10'56" WEST, A DISTANCE OF 179.10 FEET; THENCE SOUTH 26°04'35" WEST, A DISTANCE OF 36.55 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 40.55 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 10°27'14" WEST, 33.16 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48°15'42", AN ARC LENGTH OF 34.16 FEET; THENCE SOUTH 51°10'56" WEST, A DISTANCE OF 67.02 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 60.47 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 83°20'05" WEST, 33.79 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°26'48", AN ARC LENGTH OF 34.24 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 234.94 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 76°18'46" WEST, 58.60 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°19'45", AN ARC LENGTH OF 58.76 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 533.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 81°28'44" WEST, 332.90 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°23'41", AN ARC LENGTH OF 338.57 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 467.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 73°58'51" WEST, 404.97 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 51°23'27", AN ARC LENGTH OF 418.87 FEET; THENCE SOUTH 48°17'03" WEST, A DISTANCE OF 103.03 FEET; THENCE NORTH 41°32'24" WEST, A DISTANCE OF 66.00 FEET THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAINING 2.076 ACRES, MORE OR LESS

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

LEGAL DESCRIPTION

DATE: 7/8/2021
CLIENT: ALACHUA CROSSINGS, LLC.
PROJECT NO: 19-0170.05
DESCRIPTION FOR: COMMON AREA "C" / DRAINAGE EASEMENT

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, AND RUN THENCE NORTH 88°39'32" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 667.27 FEET; THENCE SOUTH 01°12'44" EAST, 675.46 FEET; THENCE NORTH 88°28'31" EAST, 333.74 FEET, THENCE SOUTH 01°13'14" EAST, 150.00 FEET, TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2304, PAGE 599 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE SOUTH 1°13'00" EAST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 30.40 FEET; THENCE DEPARTING SAID WEST LINE SOUTH 89°57'24" EAST, A DISTANCE OF 123.07 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 69.25 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 66°35'55" EAST, 54.92 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 46°42'59", AN ARC LENGTH OF 56.47 FEET; THENCE SOUTH 41°32'24" EAST, A DISTANCE OF 110.30 FEET TO THE POINT OF BEGINNING; THENCE NORTH 48°17'03" EAST, A DISTANCE OF 103.03 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 467.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 49°46'21" EAST, 24.24 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 2°58'26", AN ARC LENGTH OF 24.24 FEET; THENCE SOUTH 71°24'33" EAST, A DISTANCE OF 69.44 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 70.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 37°07'51" EAST, 78.85 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 68°33'24", AN ARC LENGTH OF 83.76 FEET; THENCE SOUTH 2°51'09" EAST, A DISTANCE OF 5.64 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 39.55 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 27°39'29" WEST, 40.15 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 61°01'17", AN ARC LENGTH OF 42.12 FEET; THENCE SOUTH 58°10'08" WEST, A DISTANCE OF 116.38 FEET; THENCE NORTH 41°32'24" WEST, A DISTANCE OF 138.11 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED LANDS CONTAINING 0.539 ACRES, MORE OR LESS

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

LEGAL DESCRIPTION

DATE: 7/8/2021
CLIENT: ALACHUA CROSSINGS, LLC.
PROJECT NO: 19-0170.05
DESCRIPTION FOR: LOT 1

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, AND RUN THENCE NORTH 88°39'32" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 667.27 FEET; THENCE SOUTH 01°12'44" EAST, 675.46 FEET; THENCE NORTH 88°28'31" EAST, 333.74 FEET, THENCE SOUTH 01°13'14" EAST, 150.00 FEET, TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2304, PAGE 599 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE SOUTH 1°13'00" EAST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 30.40 FEET TO THE **POINT OF BEGINNING**; THENCE DEPARTING SAID WEST LINE SOUTH 89°57'24" EAST, A DISTANCE OF 123.07 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 69.25 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 66°35'55" EAST, 54.92 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 46°42'59", AN ARC LENGTH OF 56.47 FEET; THENCE SOUTH 41°32'24" EAST, A DISTANCE OF 248.41 FEET; THENCE SOUTH 48°16'50" WEST, A DISTANCE OF 429.48 FEET TO THE SOUTH LINE OF AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2304, PAGE 599; THENCE SOUTH 88°16'11" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 7.15 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE NORTH 1°13'00" WEST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 493.97 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED LANDS CONTAINING 2.279 ACRES, MORE OR LESS

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

LEGAL DESCRIPTION

DATE: 7/8/2021
CLIENT: ALACHUA CROSSINGS, LLC.
PROJECT NO: 19-0170.05
DESCRIPTION FOR: LOT 2

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, AND RUN THENCE NORTH 88°39'32" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 667.27 FEET; THENCE SOUTH 01°12'44" EAST, 675.46 FEET; THENCE NORTH 88°28'31" EAST, 333.74 FEET, THENCE SOUTH 01°13'14" EAST, 150.00 FEET, TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2304, PAGE 599 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE SOUTH 1°13'00" EAST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 30.40 FEET; THENCE DEPARTING SAID WEST LINE SOUTH 89°57'24" EAST, A DISTANCE OF 123.07 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 69.25 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 66°35'55" EAST, 54.92 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 46°42'59", AN ARC LENGTH OF 56.47 FEET; THENCE SOUTH 41°32'24" EAST, A DISTANCE OF 248.41 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 58°10'08" EAST, A DISTANCE OF 116.38 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 39.55 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 27°39'29" EAST, 40.15 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 61°01'17", AN ARC LENGTH OF 42.12 FEET; THENCE NORTH 2°51'09" WEST, A DISTANCE OF 5.64 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 70.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 37°07'51" WEST, 78.85 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 68°33'24", AN ARC LENGTH OF 83.76 FEET; THENCE NORTH 71°24'33" WEST, A DISTANCE OF 69.44 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 467.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 75°28'04" EAST, 382.99 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48°25'01", AN ARC LENGTH OF 394.63 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 533.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 81°28'44" EAST, 332.90 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°23'41", AN ARC LENGTH OF 338.57 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 234.94 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 76°18'46" EAST, 58.60 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°19'45", AN ARC LENGTH OF 58.76 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY,

HAVING A RADIUS OF 60.47 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 83°20'05" EAST, 33.79 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°26'48", AN ARC LENGTH OF 34.24 FEET; THENCE NORTH 51°10'56" EAST, A DISTANCE OF 67.02 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 40.55 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 10°27'14" EAST, 33.16 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48°15'42", AN ARC LENGTH OF 34.16 FEET; THENCE NORTH 26°04'35" EAST, A DISTANCE OF 36.55 FEET; THENCE NORTH 51°10'56" EAST, A DISTANCE OF 179.10 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF US HIGHWAY 441 (A 200' WIDE RIGHT OF WAY); THENCE SOUTH 38°49'44" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 24.78 FEET TO THE NORTHEAST CORNER OF AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2304, PAGE 599; THENCE DEPARTING SAID RIGHT OF WAY LINE, SOUTH 40°10'50" WEST, ALONG THE EASTERLY LINE OF SAID LANDS, A DISTANCE OF 1057.67 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE SOUTH 88°04'51" WEST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 334.90 FEET; THENCE SOUTH 88°16'11" WEST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 327.27 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 48°16'50" EAST, A DISTANCE OF 429.48 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED LANDS CONTAINING 8.252 ACRES, MORE OR LESS

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

LEGAL DESCRIPTION

DATE: 9/2/2021
CLIENT: ALACHUA CROSSINGS, LLC.
PROJECT NO: 19-0170.05
DESCRIPTION FOR: PARENT PARCEL

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, AND RUN THENCE NORTH 88°39'32" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 667.27 FEET; THENCE SOUTH 01°12'44" EAST, 675.46 FEET; THENCE NORTH 88°28'31" EAST, 333.74 FEET, THENCE SOUTH 01°13'14" EAST, 150.00 FEET, TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2304, PAGE 599 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND THE **POINT OF BEGINNING**; THENCE SOUTH 01°13'00" EAST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 524.37 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2304, PAGE 597 OF SAID PUBLIC RECORDS; THENCE NORTH 88°16'11" EAST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 334.42 FEET; THENCE NORTH 88°04'51" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 334.90 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE NORTH 40°10'50" EAST, ALONG THE EASTERLY LINE OF SAID LANDS, A DISTANCE OF 1057.67 FEET TO THE NORTHEAST CORNER THEREOF, LYING ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF US HIGHWAY 441 (A 200' WIDE RIGHT OF WAY); THENCE NORTH 38°49'44" WEST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 90.78 FEET; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT OF WAY LINE, SOUTH 51°10'56" WEST, A DISTANCE OF 179.09 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 57.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 85°54'42" WEST, A DISTANCE OF 64.95 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 69°27'32", AN ARC LENGTH OF 69.10 FEET TO THE END OF SAID CURVE; THENCE SOUTH 51°10'56" WEST, A DISTANCE OF 78.12 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 57.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 28°20'49" WEST, A DISTANCE OF 66.16 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 70°57'21", AN ARC LENGTH OF 70.59 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 467.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 81°45'02" WEST, A DISTANCE OF 287.47 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°51'05", AN ARC LENGTH OF 292.21 FEET TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 533.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 86°08'55" WEST, A DISTANCE OF 108.19 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°38'59", AN ARC LENGTH OF 108.37 FEET TO THE END OF SAID CURVE; THENCE NORTH 03°17'41" EAST, A DISTANCE OF 69.94 FEET; THENCE NORTH

03°30'12" WEST, A DISTANCE OF 256.35 FEET MORE OR LESS TO A 5/8" REBAR AND CAP LABELED " LB 5075" WHICH IS ON THE NW CORNER OF SAID LANDS, SAID POINT LYING ON THE NORTH LINE OF AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2304, PAGE 599; THENCE SOUTH 53°45'13" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 750.07 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 16.02 ACRES, MORE OR LESS

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

Application Attachments
Table of Contents

1. Authorized Agent Affidavit
2. Plat
3. Boundary Survey
4. Title Certification
5. Proposed Covenants and Restrictions.
6. Concurrency Impact Analysis
7. Legal Descriptions
8. **School Student Generation Form**
9. Proof of Ownership
10. Proof of Payment of Taxes
11. Environmental Resource Permit
12. Access Management Permit from Florida Department of Transportation
13. Fee

This minor subdivision is not for a residential subdivision. Student Generation Form is not needed.

Application Attachments
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12. Access Management Permit from Florida Department of Transportation

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 3274812 2 PG(S)
August 04, 2020 04 33 17 PM
Book 4800 Page 928
J K JESS IRBY, ESQ. Clerk Of Court
ALACHUA COUNTY, Florida

Doc Stamp-Deed: $1,683.50

PREPARED BY AND RETURN TO:
Kenneth R. Uncapher
Uncapher Law, P.A.
2869 Delaney Avenue
Orlando, Florida 32806

SPECIAL WARRANTY DEED

This Special Warranty Deed is executed effective the 3rd day of August, 2020, by **LAND HOLDING, LLC**, with an address c/o PNC Realty Services, Two PNC Plaza, 19th Floor, 620 Liberty Avenue, Pittsburgh, PA 15222 (hereinafter referred to as "Grantor"), to **ALACHUA CROSSINGS, LLC,** with an address of 4502 NW 13th Street, Gainesville, Florida 32609-1727 (hereinafter referred to as "Grantee").

Witnesseth, that the said Grantor, for and in consideration of the sum of $10.00, in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the Grantee all of that certain real property situate in the **County of Alachua, State of Florida**, *to wit*:

A portion of the Southwest 1/4 of Section 27, Township 8 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Southwest 1/4 of the Southwest 1/4 of said Section and run thence North 88°39'32" East, along the North line of said Southwest 1/4 of the Southwest 1/4, a distance of 667.27 feet; thence South 01°12'44" East, 675.46 feet; thence North 88°28'31" East, 333.74 feet; thence South 01°13'14" East, 150.00 feet to the Northwest corner of lands described in Official Records Book 2304, Page 599, of the Public Records of Alachua County, Florida, and the Point of Beginning; thence south 01°13'00" East, along the West line of said lands, a distance of 524.37 feet to the Southwest corner of lands described in Official Records Book 2304, Page 597, of said Public Records; thence North 88°16'11" East, along the South line of said lands a distance of 334.42 feet; thence North 88°04'51" East, along said South line, a distance of 334.90 feet to the Southeast corner of said lands; thence North 40°10'50" East, along the Easterly line of said lands, a distance of 1057.67 feet to the Northeast corner thereof, lying on the Southwesterly right of way line of US Highway 441 (a 200' wide right of way); thence North 38°49'44" West, along said Southwesterly right of way line, a distance of 90.78 feet; thence departing said Southwesterly right of way line, South 51°10'56" West, a distance of 179.09 feet to the beginning of a curve concave Northerly, having a radius of 57.00 feet and being subtended by a chord having a bearing and distance of South 85°54'42" West a distance of 64.95 feet; thence Westerly along the arc of said curve through a central angle of 69°27'32", an arc length of 69.10 feet to the end of said curve; thence South 51°10'56" West a distance of 78.12 feet to the beginning of a curve concave Northwesterly, having a radius of 57.00 feet and being subtended by a chord having a bearing and distance of South 28°20'49" West a distance of 66.16 feet; thence Southwesterly along the arc of said curve through a central angle of 70°57'21", an arc length of 70.59 feet to the point of curvature of a compound curve concave Northerly, having a radius of 467.00 feet and being subtended by a chord having a bearing and distance of South 81°45'02" West a distance of 287.47 feet; thence Westerly along the arc of said curve through a central angle of 35°51'05", an arc length of 292.21 feet to the point of curvature of a reverse curve concave Southerly, having a radius of 533.00 feet and being subtended by a chord having a bearing and distance of North 85°42'12" West a distance of 99.94 feet; thence Westerly along the arc of said curve through a central angle of 10°45'33", an arc length of 100.09 feet to the end of said curve; thence North 03°30'12" West a distance of 326.09 feet to the North line of

aforementioned lands described in Official Records Book 2304, Page 597; thence South 53°45'13" West, along said North line, a distance of 750.07 feet to the Point of Beginning.

Together with all tenements, hereditaments, and appurtenances thereon.

Wherever used herein, the terms "Grantor" and "Grantee" shall be deemed to include the parties to this Deed, the heirs, legal representatives, and assigns of individuals, and the successors and assigns of any partnership, corporation, or limited liability company. The singular shall be deemed to include the plural, and vice versa, where the context so permits or requires.

Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said real property in fee simple; that Grantor has good right and lawful authority to sell and convey said real property; that Grantor hereby fully warrants the title to said real property and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but no other; and that said real property is free of all encumbrances, except taxes accruing subsequent to December 31, 2019, and except the matters and restrictions of record.

In Witness Whereof, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, Sealed and Delivered
In the Presence of:

Witness #1
Diane DeCubellis
(Please Print or Type Name)

Witness #2
Kenneth R. Uncapher
(Please Print or Type Name)

LAND HOLDING, LLC

By: John R. Gassie
JOHN R. GASSIE, Vice President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of (X) physical presence or ( ) online notarization this 3rd day of August, 2020, by JOHN R. GASSIE, as Vice President of LAND HOLDING, LLC, on behalf of the Company, who is personally known to me or has produced _____ as identification.

(SEAL) KENNETH R. UNCAPHER
Notary Public - State of Florida
Commission # GG 912364
My Comm. Expires Jan 9, 2024
Bonded through National Notary Assn.

(Signature of Notary Public-State of Florida)

Kenneth R. Uncapher
(Name of Notary Typed, Printed, or Stamped)

Application Attachments
Table of Contents

1. Authorized Agent Affidavit
2. Plat
3. Boundary Survey
4. Title Certification
5. Proposed Covenants and Restrictions.
6. Concurrency Impact Analysis
7. Legal Descriptions
8. School Student Generation Form
9. Proof of Ownership
10. **Proof of Payment of Taxes**
11. Environmental Resource Permit
12. Access Management Permit from Florida Department of Transportation

John Power TAX COLLECTOR Serving Alachua County

Account Summary

Real Estate Account #05885 010 003

Owner:
LAND HOLDING LLC

Situs:
5550 NW 111TH BLVD
GAINESVILLE 32653

Parcel details
Property Appraiser

Get bills by email

Amount Due

Your account is **paid in full**. There is nothing due at this time.
Your last payment was made on **11/20/2020** for **$30,988.31**. Print paid bill (PDF)

Apply for the 2021 installment payment plan

Account History

BILL	AMOUNT DUE
2020 Annual Bill	$0.00 Print (PDF)
2019 Annual Bill	$0.00 Print (PDF)
2018 Annual Bill	$0.00 Print (PDF)
2017 Annual Bill	$0.00 Print (PDF)
2016 Annual Bill	$0.00 Print (PDF)
2015 Annual Bill	$0.00 Print (PDF)
2014	
2014 Annual Bill	$0.00 Print (PDF)
Total Amount Due	**$0.00**

BILL	AMOUNT DUE
Certificate #1854	
	Paid $46,290.06
2013 ⓘ	
2013 Annual Bill	$0.00
	Print (PDF)
Certificate #1764	
	Paid $46,728.22
2012 ⓘ	
2012 Annual Bill	$0.00
	Print (PDF)
Certificate #1777	
	Paid $47,062.30
2011 ⓘ	
2011 Annual Bill	$0.00
	Print (PDF)
Certificate #2020	
	Paid $44,099.15
2010 ⓘ	
2010 Annual Bill	$0.00
	Print (PDF)
Certificate #2152	
	Paid $46,000.54
2009 Annual Bill ⓘ	$0.00
	Print (PDF)
2008 Annual Bill ⓘ	$0.00
	Print (PDF)
2007 Annual Bill ⓘ	$0.00
	Print (PDF)
2006 Annual Bill ⓘ	$0.00
	Print (PDF)
2005 Annual Bill ⓘ	$0.00
	Print (PDF)
2004 Annual Bill ⓘ	$0.00
	Print (PDF)
2003 Annual Bill ⓘ	$0.00
	Print (PDF)
2002 Annual Bill ⓘ	$0.00
	Print (PDF)
Total Amount Due	**$0.00**

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Application Attachments
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11. **Environmental Resource Permit**
12. Access Management Permit from Florida Department of Transportation

Suwannee River Water Management District

Suwannee River Water Management District

ePermitePermitePermit

Project Information

Information as of 08-Jul-2021 12:23:11 AM

Project Number	207202 - 1	**Project Name**	ATM ALACHUA OFFICE PARK		
Sequence Type	New/Creation	**Permit Type**	ERP Standard General (40B)	**County**	Alachua ( )
Received	11/01/2005	**Decision**	11/17/2005	**Expiration**	11/17/2008
Description	Construction and operation of a surfacewater management system serving 10 acres of impervious surfaces on a total project area of 22.33 acres according to the plans certified by Donald L. Ellington, P.E. Causseaux & Ellington, Inc. on October 31, 2005 & November 11, 2005.				
Status	Issued	**Recommendation**	Approval	**Current Process Stage**	**Compliance**
Applicant	APPLIED TECHNOLOGY & MANAGEMENT, INC.	**Owner**		**Agent**	
Consultant	CAUSSEAUX & ELLINGTON, INC.	**Wetlands**	No		

Copy Link | District Map | Google Map | Contact Us

Documents (5)

Change View | Export

Group Name	Document Name	Date	Size	Link	Comments
Application	Application	11/01/2005	995189	Application	
Application	Additional Material	11/01/2005	251252	Additional Material	INSPECTION REPORT
Application	Additional Material:4	11/01/2005	1326766	Additional Material:4	MAPS & PLANS
Application	Additional Material:3	11/01/2005	2850121	Additional Material:3	CALCULATIONS
Application	Additional Material:2	11/01/2005	602711	Additional Material:2	STAFF REVIEW

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Application Attachments
Table of Contents

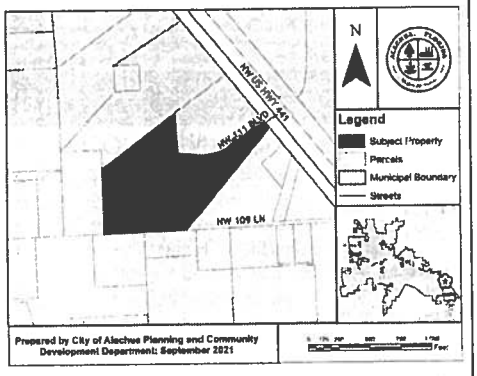
1. Authorized Agent Affidavit
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11. Environmental Resource Permit
12. **Access Management Permit from Florida Department of Transportation**

Minor Subdivision has access to state road 20/50 (US highway 441) through an existing driveway. See boundary survey.

City of ALACHUA

NOTICE OF PUBLIC HEARING BEFORE THE PLANNING AND ZONING BOARD OF THE CITY OF ALACHUA, FLORIDA

Notice is hereby given that the Planning and Zoning Board of the City of Alachua will hold a public hearing on October 12, 2021 at 6:00 p.m. The hearing will be held in the James A. Lewis Commission Chambers in City Hall, located at 15100 NW 142nd Terrace, Alachua, Florida, to consider the following: A request by Chad Colson, of CHW, Inc., applicant and agent, for Alachua Crossings, LLC property owner, for consideration of the Final Plat of Alachua Crossings. The final plat proposes a minor subdivision to plat the ±16.02 acre subject property into two lots, along with common areas and an easement for ingress/egress. The subject property is located at 5550 NW 111th Boulevard. Tax Parcel Numbers 05885-010-003; Future Land Use Map (FLUM) Designation: Commercial; Zoning: Commercial Intensive (CI).



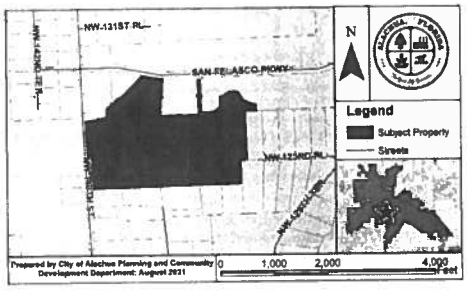
At the public hearing, all interested parties may appear and be heard with respect to the application. Copies of the application are available for public inspection at the Planning and Community Development Department, 15100 NW 142nd Terrace, Alachua, Florida, on any regular business day between the hours of 7:30 a.m. to 6:00 p.m. Written comments on the application may be sent to the following address: City of Alachua, Planning and Community Development, P.O. Box 9, Alachua, FL 32616. Notice is given pursuant to Section 286.0105, Florida Statutes, that, in order to appeal any decision made at the public hearing, you will need a record of the proceedings, and that, for such purpose, you may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, any persons with a disability requiring reasonable accommodation in order to participate in this meeting should call the City Clerk at (386) 418-6100 x 1501 at least 48 hours prior to the public hearing.

(Published: Alachua County Today - September 30, 2021)

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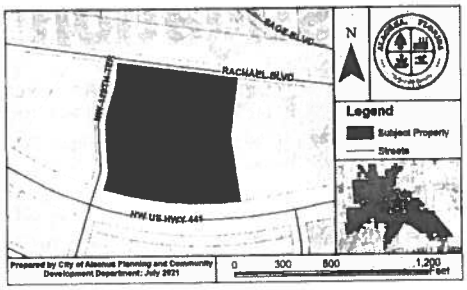
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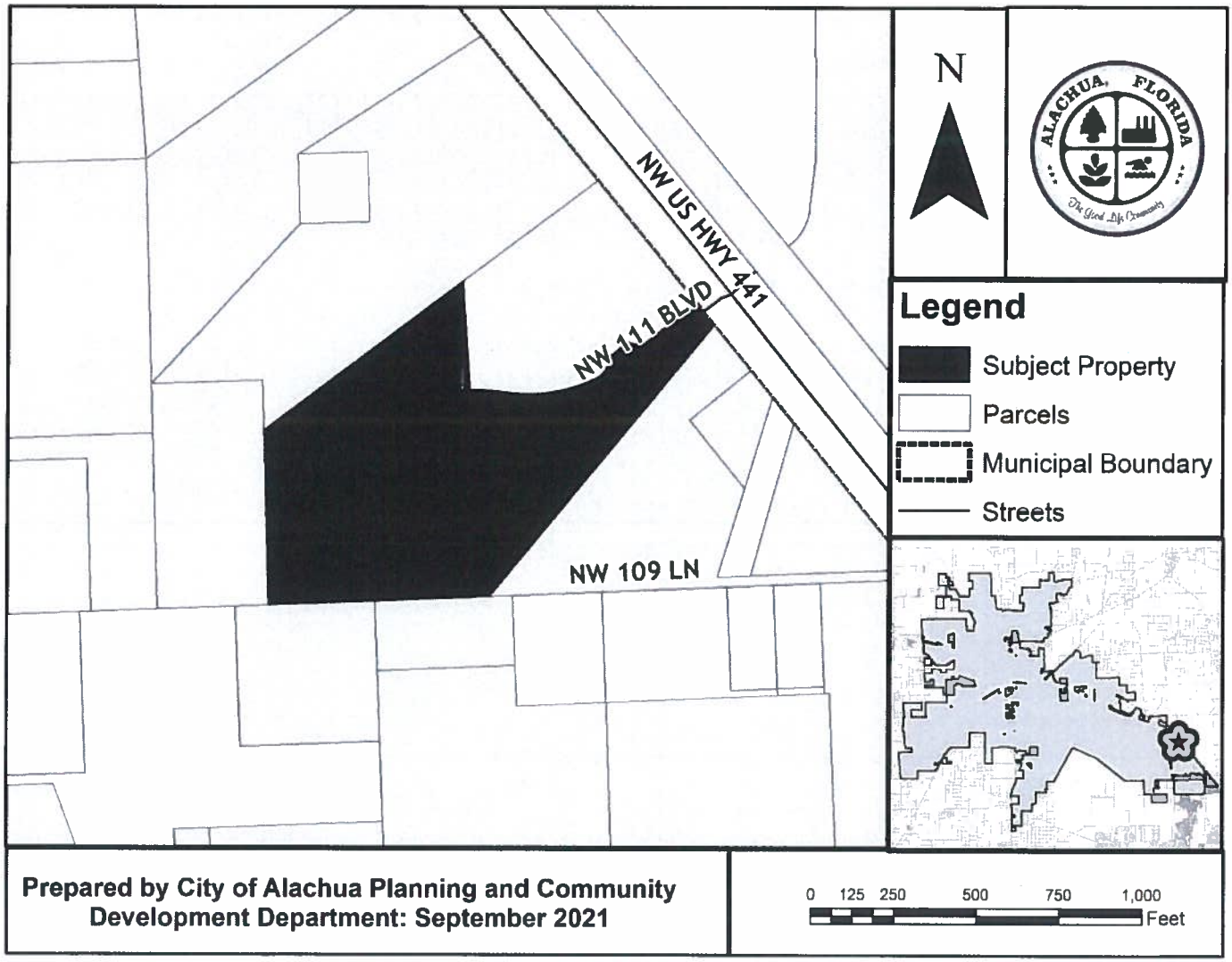
City of ALACHUA

THE GOOD LIFE COMMUNITY

Mailed 9/27/21 KC

NOTICE OF PUBLIC HEARING BEFORE THE PLANNING AND ZONING BOARD OF THE CITY OF ALACHUA, FLORIDA

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(continues)

P.O. Box 9 ♦ Alachua, Florida 32616-0009
Phone: (386) 418-6121 ♦ Fax: (386) 418-6130

City of ALACHUA

THE GOOD LIFE COMMUNITY

At the public hearing, all interested parties may appear and be heard with respect to the application. Copies of the application are available for public inspection at the Planning and Community Development Department, 15100 NW 142nd Terrace, Alachua, Florida, on any regular business day between the hours of 7:30 a.m. to 6:00 p.m. Written comments on the application may be sent to the following address: City of Alachua, Planning and Community Development, P.O. Box 9, Alachua, FL 32616. Notice is given pursuant to Section 286.0105, Florida Statutes, that, in order to appeal any decision made at the public hearing, you will need a record of the proceedings, and that, for such purpose, you may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, any persons with a disability requiring reasonable accommodation in order to participate in this meeting should call the City Clerk at (386) 418-6100 x 1501 at least 48 hours prior to the public hearing.

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ALACHUA CROSSINGS LLC
2404 NW 93RD ST
GAINESVILLE, FL 32606

AMP FARMS LLC
2505 NW 71ST PL
GAINESVILLE, FL 32653

BRIGHTON BEACH CAR WASH LLC
1 DUNLIN SQ
GREENSBORO, NC 27455

BRIGHTON BEACH HOLDINGS LLC
1 DUNLIN SQ
GREENSBORO, NC 27455

BUTLER, ALTHEA
3534 SW 173RD TER
MIRAMAR, FL 33029

CITY OF ALACHUA
PO BOX 9
ALACHUA, FL 32616

CITY OF GAINESVILLE
% LAND RIGHTS COORDINATOR
PO BOX 490 MS 58
GAINESVILLE, FL 32627

CSX TRANSPORTATION INC
500 WATER ST TAX DEPARTMENT J-910
JACKSONVILLE, FL 32202

DICKINSON DANIEL S IV & THERESA A
10720 NW 53RD TER
GAINESVILLE, FL 32653

DIXON & DIXON
5200 NW 43RD ST #102-189
GAINESVILLE, FL 32606

GATORLAND KUBOTA EQUIPMENT COMI
4502 NW 13TH ST
GAINESVILLE, FL 32609

GREEN, BEULAH HEIRS
% BRENDA DIANE PERRY
445 WARREN DR #1
SAN FRANCISCO, CA 94131

GREEN, SHELIA D
25800 INDUSTRIAL BLVD APT 2267
HAYWARD, CA 94545

PEANUT STAND INVESTMENTS LLC
3535 N MAIN ST
GAINESVILLE, FL 32609

PHILLIPS, ELOISE P
PO BOX 175
ALACHUA, FL 32616

SMITH ISAIAH HEIRS
5215 NW 109TH LN
ALACHUA, FL 32615

SWANN STEPHEN C
332 3RD ST
ATLANTIC BEACH, FL 32233

TAYMER PROPERTIES LLC
C/O RYAN LLC
101 SW 140TH TER STE A
NEWBERRY, FL 32669

THOMPSON, COLON C & MARGARET Y
2509 W STATE ROAD 235
BROOKER, FL 32622

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Antoinette Endelicato
5562 NW 93rd Avenue
Gainesville, FL 32653

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TCMOA
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Alachua, FL 32615

Tamara Robbins
PO Box 2317
Alachua, FL 32616

Dan Rhine
288 Turkey Creek
Alachua, FL 32615

Linda Dixon, AICP
PO Box 115050
Gainesville, FL 32611

Michele L. Lieberman
County Manager
12 SE 1st Street
Gainesville, FL 32601

Tom Gorman
9210 NW 59th Street
Alachua, FL 32653

Craig Parenteau
FDEP
4801 Camp Ranch Road
Gainesville, FL 32641

Bonnie Flynn
16801 NW 166th Drive
Alachua, FL 32615

Richard Gorman
5716 NW 93rd Avenue
Alachua, FL 32653

Jeannette Hinsdale
P.O. Box 1156
Alachua, FL 32616

Hugh & Jean Calderwood
P.O. Box 2307
Alachua, FL. 32616

Peggy Arnold
410 Turkey Creek
Alachua, FL 32615

Lynn Coullias
7406 NW 126th Ave
Alachua, FL 32615

Lisia Jenkins
P.O. Box 1071
Alachua, FL. 32616

David Forest
23 Turkey Creek
Alachua, FL 32615

Lynda Coon
7216 NW 126 Avenue
Alachua, FL 32615

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AFFIDAVIT FOR POSTED LAND USE SIGN

I Shona Tickafoose, POSTED THE LAND USE
(Name)
SIGN ON 27 Sept 21 FOR THE Final Plat- Alachua Crossings Minor S/D
(Date) (State type of action and project name)
LAND USE ACTION.

AS PER ARTICLE 2.2.9 D OF THE LAND DEVELOPMENT REGULATIONS.

THIS WILL BE INCLUDED IN THE STAFF REPORT.

(Signature)

One (1)
(Number of signs)

Zimbra **ad_hall@cityofalachua.org**

Fwd: Property number 05931-000-000 NW 109 LN notice in reference to upcoming public hearing before the Planning and Zoning Board of the City of Alachua, Florida

From : Justin Tabor <jtabor@cityofalachua.org> Mon, Oct 04, 2021 01:07 PM

Subject : Fwd: Property number 05931-000-000 NW 109 LN notice in reference to upcoming public hearing before the Planning and Zoning Board of the City of Alachua, Florida

To : Adam Hall <ad_hall@cityofalachua.org>

FYI

Sincerely,

Justin Tabor, AICP
Principal Planner
City of Alachua
15100 NW 142nd Terrace | PO Box 9
Alachua, Florida 32616
386.418.6100 x 1602 | fax: 386.418.6130
jtabor@cityofalachua.com

City Hall Hours of Operation
Monday - Thursday, 7:30 AM - 6:00 PM

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: "Diane Perry" <brendadp415@yahoo.com>
To: "Justin Tabor" <jtabor@cityofalachua.org>
Cc: brendadp415@yahoo.com
Sent: Monday, October 4, 2021 1:06:18 PM
Subject: Property number 05931-000-000 NW 109 LN notice in reference to upcoming public hearing before the Planning and Zoning Board of the City of Alachua, Florida

Dear Mr. Justin Tabor (Principle Planning Department Mgr / Director,

I am emailing you as a follow-up to you and I conversation in reference to my concern if, the development of Chad Colson of CHW, Inc. applicant and agent, for Alachua Crossings,.LLC property owner, for consideration of the Final Plat of Alachua Crossings development will in anyway affect our family land property number 05931-000-000, and your answer to me is that the development will not affect our property 05931-000-000 in anyway.

Thank you for clearing my up my concerns that, the development will not have any affect on property 05931-000-000. Also, I am requiring that Chad Colson and the property owner (s) he and / or his company or others relative to his development, he is representing is notified of my requirement that they do not enter onto property 05931-000-000 under no circumstances without my written permission.

Also, let this be know and entered into record at the Public Hearing before The Planning and Zoning Board of the City of Alachua, Florida on October 12, 2021 and all meetings relative to our property 05931-000-000.

Thank you in advance for your assistance,

Brenda Diane Perry
BrendaDP415@yahoo.com
(415) 730-4934

Sent from Yahoo Mail on Android

CAUTION: This email originated from outside the City.

DO NOT respond, click, or open attachments unless you recognize the sender **(name AND email address)** and know the content is safe.

Should there still be any question on the origin of this email, contact the IT Department immediately.

First American	ALTA Commitment for Title Insurance
Commitment	ISSUED BY **First American Title Insurance Company** File No: 2076-5383466

AMERICAN LAND TITLE ASSOCIATION COMMITMENT FOR TITLE INSURANCE

Issued By
First American Title Insurance Company

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued through:
Egan; Thomas M., Esquire

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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COMMITMENT CONDITIONS

1. DEFINITIONS

(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
(b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
(c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
(g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
(h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
(a) the Notice;
(b) the Commitment to Issue Policy;
(c) the Commitment Conditions;
(d) Schedule A;
(e) Schedule B, Part I—Requirements;
(f) Schedule B, Part II—Exceptions; and
(g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

(a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  (i) comply with the Schedule B, Part I—Requirements;
  (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  (iii) acquire the Title or create the Mortgage covered by this Commitment.
(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
(d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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Schedule A

Transaction Identification Data for reference only:

Issuing Agent: Egan; Thomas M., Esquire
ALTA Universal ID:
Commitment Number:
Property Address: 5550 NW 111th Blvd, Gainesville, FL 32653

Issuing Office:
Loan ID Number:
Issuing Office File Number: Waldorff/Alachua Crossings
Revision Number:

SCHEDULE A

1. Commitment Date: October 11, 2021 @ 8:00 AM
2. Policy to be issued:
   (a) ☐ 2006 ALTA® Owner's Policy
   Proposed Insured: Thomas M. Egan, Trustee
   Proposed Policy Amount: $500,000.00
   (b) ☐ 2006 ALTA® Loan Policy
   Proposed Insured:
   Proposed Policy Amount: $
   (c) ☐ 2006 ALTA® Loan Policy
   Proposed Insured:
   Proposed Policy Amount: $
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:
   Alachua Crossings, LLC, a Florida limited liability company
5. The Land is described as follows:

   See Exhibit "A" attached hereto and made a part hereof

Egan; Thomas M., Esquire

By: _____
Authorized Signatory

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Issuing Office File Number: Waldorff/Alachua Crossings

SCHEDULE B-I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

    a) Warranty Deed from Alachua Crossings, LLC, a Florida limited liability company, to Thomas M. Egan, Trustee. In connection with said deed, we will further require regarding the grantor:

    i. Production of a copy of the articles of organization and operating agreement if adopted, with an affidavit affixed thereto that it is a true copy of the articles of organization and operating agreement, and all amendments thereto (the "Enabling Documents"), and that the limited liability company has not been dissolved;

    ii. That said deed shall be executed by all of the members, unless the articles of organization provide that the company shall be governed by managers, then said deed shall be executed by all of the managers;

    iii. If the Enabling Documents authorize less than all of the members, or managers as the case may be, to execute a conveyance, then said deed may be executed by such members or managers as are authorized by the articles of organization and operating agreement to execute a conveyance, together with any documentary evidence which may be necessary to show the authority of the parties executing the deed to bind the limited liability company;

    iv. Should any member, or manager if applicable, be other than a natural person, we will require proof of good standing as well as documentation of authority of the person to execute documents on its behalf;

    v. Certificate from the Secretary of State (or other governmental agency designated for the

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filing of the Enabling Documents) of said limited liability company's domicile, showing the limited liability company to have been formed prior to the date of acquisition, together with proof as to the current status of said limited liability company;

vi. Documentary evidence in recordable form, showing compliance with all requirements regarding conveying company property contained in the Enabling Documents; and

vii. The Company reserves the right to amend the commitment, including but not limited to, the addition of further requirements and/or exceptions as it deems necessary based upon a review of any of the documentation required above.

5. In relation to the Notice(s) of Commencement, recorded in Book 4837, page 2449, on 12/07/2020, the Company requires completion of the following: (1) Owner's Affidavit identifying all parties who gave notice to owner. (2) Contractor's Final Affidavit, together with Final Waiver and Release of Liens from each of the subcontractors and materialmen who gave notice to owner or are listed as unpaid in the Contractor's Final Affidavit. (3) Termination of Notice of Commencement in compliance with 713.132, F.S. (1993). (4) Final lien waiver and release from the General Contractor. The Company reserves the right to make additional requirements based upon its evaluation of lien exposure.

6. Payment, cancellation and satisfaction of record of mortgage in the original principal amount of $280,375.00, executed by Alachua Crossings, LLC, a Florida limited liability company in favor of AMERIS BANK , recorded 10/14/2020 in Book 4821, page 1928; Assignment of Rents in Book 4821, page 1940 .

7. Satisfactory verification from appropriate governmental authorities that any and all unrecorded Special Taxing District Liens, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, have been paid.

8. Proof of payment of taxes and assessments for the year 2020, and prior years, plus any penalties and interest.

Note: The following is for informational purposes only and is given without assurance or guarantee: 2020 taxes show **PAID**. The gross amount is $32,279.49 for Tax Identification No. 05885-010-003.

The following note is incorporated herein for information purposes only and is not part of the exceptions from coverage (Schedule B-II of the commitment and Schedule B-I of the policy):

The following instrument affecting said land is the last conveyancing instrument filed for record within 24 months of the effective date of this commitment:
4821/1902

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Issuing Office File Number: Waldorff/Alachua Crossings

SCHEDULE B-II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

2. Any rights, interests, or claims of parties in possession of the land not shown by the public records.

3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.

4. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.

5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.

6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.

7. Any minerals or mineral rights leased, granted or retained by current or prior owners.

8. Taxes and assessments for the year 2021 and subsequent years, which are not yet due and payable.

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NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the Florida Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

The Standard Exception for any minerals or mineral rights leased, granted or retained by current or prior owners is hereby deleted.

9. Terms and conditions of the Agreement Concerning Water and Wastewater Services between Turkey Creek, Inc. and Cole L. Saxon, Jr, as Trustee uta dated June 26, 1986, known as Multi-Investors Trust A recorded in Book 1628, Page 2553.

10. Easement granted to CoxCom, Inc. d/b/a Cox Communications Gainesville/Ocala by instrument recorded in Book 3679, Page 162.

11. Terms and conditions of the Developer Agreement between Applied Technology and Management, Inc., a Florida corporation and City of Alachua, a Florida municipal corporation recorded in Book 3840, Page 1589.

12. Terms and conditions of the Agreement between Applied Investments - Gainesville, LLC et al. and Tidewater Properties, LLC recorded in Book 3866, Page 12.

13. Terms and conditions of the Access Easement between Alachua Crossings, LLC, a Florida limited liability company and Gatorland Kubota Equipment Company, Inc., a Florida corporation recorded in Book 4800, Page 930, as corrected in Book 4813, Page 1898.

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14. The right, title or interest, if any, of the public to use as a public beach or recreation area any part of the Land lying between the water abutting the Land and the most inland of any of the following: (a) the natural line of vegetation; (b) the most extreme high water mark; (c) the bulkhead line, or (d) any other line which has been or which hereafter may be legally established as relating to such public use.

15. The policy does not insure title to any part of the Land lying below the Mean or Ordinary High Water Line of the abutting body of water.

16. Riparian and/or littoral rights are not insured.

17. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).

Searched by: tca/ - -

Note: All of the recording information contained herein refers to the Public Records of ALACHUA County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

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First American	ISSUED BY **First American Title Insurance Company**
Exhibit A	File No: 2076-5383466

Issuing Office File Number: Waldorff/Alachua Crossings

The land referred to herein below is situated in the County of ALACHUA, State of Florida, and described as follows:

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, AND RUN THENCE NORTH 88039'32" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 667.27 FEET; THENCE SOUTH 01°12'44" EAST, 675.46 FEET; THENCE NORTH 88°28'31" EAST, 333.74 FEET, THENCE SOUTH 01°13'14" EAST, 150.00 FEET, TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2304, PAGE 599 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE SOUTH 01°13'00" EAST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 524.37 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2304, PAGE 597 OF SAID PUBLIC RECORDS; THENCE NORTH 88°16'11" EAST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 334.42 FEET; THENCE NORTH 88°04'51 EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 334.90 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE NORTH 40°10'50" EAST, ALONG THE EASTERLY LINE OF SAID LANDS, A DISTANCE OF 1057.67 FEET TO THE NORTHEAST CORNER THEREOF, LYING ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF US HIGHWAY 441 (A 200' WIDE RIGHT OF WAY); THENCE NORTH 38°49'44" WEST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 90.78 FEET; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT OF WAY LINE, SOUTH 51°10'56" WEST, A DISTANCE OF 179.09 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 57.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 85°54'42" WEST, A DISTANCE OF 64.95 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 69°27'32", AN ARC LENGTH OF 69.10 FEET TO THE END OF SAID CURVE; THENCE SOUTH 51o10'56" WEST, A DISTANCE OF 78.12 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 57.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 28°20'49" WEST, A DISTANCE OF 66.16 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 70°57'21", AN ARC LENGTH OF 70.59 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 467.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 81°45'02" WEST, A DISTANCE OF 287.47 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35o51'05", AN ARC LENGTH OF 292.21 FEET TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 533.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 86°08'55" WEST, A DISTANCE OF 108.19 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°38'59", AN ARC LENGTH OF 108.37 FEET TO THE END OF SAID CURVE; THENCE NORTH 03°17'41" EAST, A DISTANCE OF 69.94 FEET; THENCE NORTH 03°30'12" WEST, A DISTANCE OF 260.94 FEET TO THE NORTH LINE OF AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2304, PAGE 599; THENCE SOUTH 53°45'13" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 750.07 FEET TO THE POINT OF BEGINNING.

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and that, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

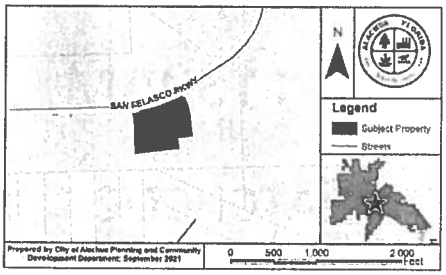
In accordance with the Americans with Disabilities Act, persons with disabilities needing a special accommodation for attendance at this meeting should contact MV Transportation, Inc. at (352) 375-2784, no later than 72 hours prior to the proceedings. If hearing impaired, call the Florida Relay System at (800) 955-8770.

(Published: Alachua County Today - October 28, 2021)

City of ALACHUA

NOTICE OF PUBLIC HEARING BEFORE THE PLANNING AND ZONING BOARD OF THE CITY OF ALACHUA, FLORIDA

Notice is hereby given that the Planning and Zoning Board of the City of Alachua will hold a public hearing on November 9, 2021, at 6:00 p.m. The hearing will be held in the James A. Lewis Commission Chambers in City Hall, located at 15100 NW 142nd Terrace, Alachua, Florida, to consider the following: A request by Travis Hastay, P.E., of Causseaux, Hewett, & Walpole, Inc., applicant and agent for the University of Florida Foundation, property owner, for consideration of a Site Plan proposing the construction of a ±54,800 square foot research and development facility with associated site improvements on a ±8.34 acre subject property; Tax Parcel Number 03929-000-000; FLUM: Corporate Park; Zoning: Corporate Park (CP).



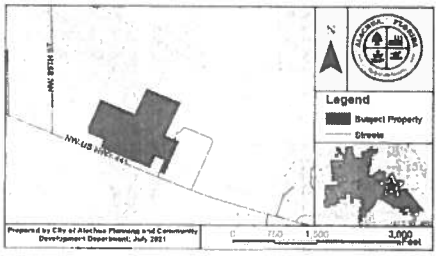
At the public hearing, all interested parties may appear and be heard with respect to the application. Copies of the application are available for public inspection at the Planning and Community Development Department, 15100 NW 142nd Terrace, Alachua, Florida, on any regular business day between the hours of 7:30 a.m. to 6:00 p.m. Written comments on the application may be sent to the following address: City of Alachua, Planning and Community Development, P.O. Box 9, Alachua, FL 32616. Notice is given pursuant to Section 286.0105, Florida Statutes, that, in order to appeal any decision made at the public hearing, you will need a record of the proceedings, and that, for such purpose, you may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, any persons with a disability requiring reasonable accommodation in order to participate in this meeting should call the City Clerk at (386) 418-6100 x 101 at least 48 hours prior to the public hearing.

(Published: Alachua County Today - October 28, 2021)

City of ALACHUA

NOTICE OF PUBLIC HEARING BEFORE THE PLANNING AND ZONING BOARD OF THE CITY OF ALACHUA, FLORIDA FOR RATIFICATION OF THE PLANNING & ZONING BOARD'S APPROVAL OF A SITE PLAN

Notice is hereby given that the Planning and Zoning Board of the City of Alachua will hold a public hearing on November 9, 2021, at 6:00 p.m. in the James A. Lewis Commission Chambers in City Hall, located at 15100 NW 142nd Terrace, Alachua, Florida, to consider the ratification of the request by Rob Davis, P.E., of Wood Environment & Infrastructure Solutions, Inc., applicant and agent for IIP FL 3 LLC, property owner, for a Site Plan which was approved at the October 12, 2021 meeting of the City of Alachua Planning & Zoning Board proposing parking lot and site improvements and the addition of ±912 square feet of new floor area on a ±36.26 acre subject property, located at 12895 NW US Highway 441; Tax Parcel No. 05855-004-000 and 05855-004-001; FLUM: Industrial; Zoning: Industrial General (IG).



At the public hearing, all interested parties may appear and be heard with respect to the application. Copies of the application are available for public inspection at the Planning and Community Development Department, 15100 NW 142nd Terrace, Alachua, Florida, on any regular business day between the hours of 7:30 a.m. to 6:00 p.m. Written comments on the application may be sent to the following address: City of Alachua, Planning and Community Development, P.O. Box 9, Alachua, FL 32616. Notice is given pursuant to Section 286.0105, Florida Statutes, that, in order to appeal any decision made at the public hearing, you will need a record of the proceedings, and that, for such purpose, you may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, any persons with a disability requiring reasonable accommodation in order to participate in this meeting should call the City Clerk at (386) 418-6100 x 101 at least 48 hours prior to the public hearing.

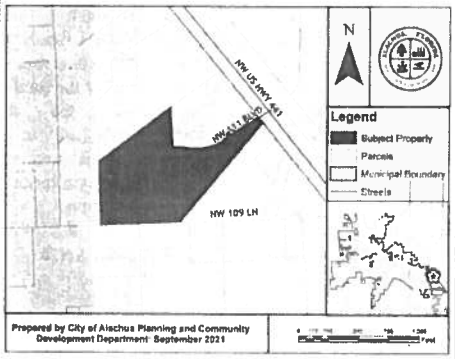
(Published: Alachua County Today - October 28, 2021)

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City of ALACHUA

NOTICE OF PUBLIC HEARING BEFORE THE CITY COMMISSION OF THE CITY OF ALACHUA, FLORIDA

Notice is hereby given that the City Commission of the City of Alachua will hold a public hearing on November 15, 2021 at 6:00 p.m. The hearing will be held in the James A. Lewis Commission Chambers in City Hall, located at 15100 NW 142nd Terrace, Alachua, Florida, to consider the following: A request by Chad Colson, of CHW, Inc., applicant and agent, for Alachua Crossings, LLC property owner, for consideration of the Final Plat of Alachua Crossings. The final plat proposes a minor subdivision to plat the ±16.02 acre subject property into two lots, along with common areas and an easement for ingress/egress. The subject property is located at 5550 NW 111th Boulevard. Tax Parcel Numbers 05885-010-003; Future Land Use Map (FLUM) Designation: Commercial; Zoning: Commercial Intensive (CI).



At the public hearing, all interested parties may appear and be heard with respect to the application. Copies of the application are available for public inspection at the Planning and Community Development Department, 15100 NW 142nd Terrace, Alachua, Florida, on any regular business day between the hours of 7:30 a.m. to 6:00 p.m. Written comments on the application may be sent to the following address: City of Alachua, Planning and Community Development, P.O. Box 9, Alachua, FL 32616. Notice is given pursuant to Section 286.0105, Florida Statutes, that, in order to appeal any decision made at the public hearing, you will need a record of the proceedings, and that, for such purpose, you may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, any persons with a disability requiring reasonable accommodation in order to participate in this meeting should call the City Clerk at (386) 418-6100 x 1501 at least 48 hours prior to the public hearing.

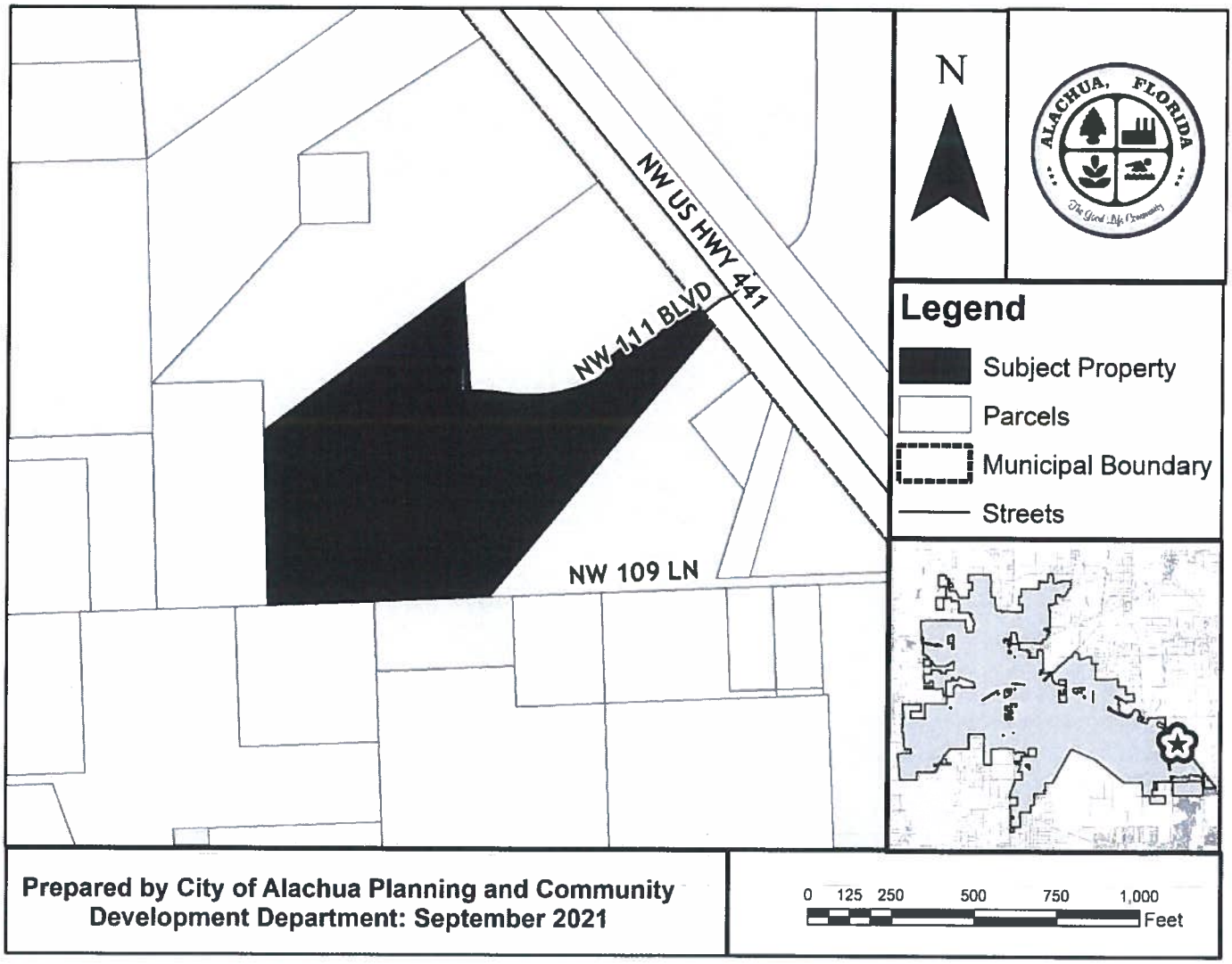
(Published: Alachua County Today - October 28, 2021)

Mailed 10/25/21
KC

City of ALACHUA
THE GOOD LIFE COMMUNITY

NOTICE OF PUBLIC HEARING BEFORE THE CITY COMMISSION OF THE CITY OF ALACHUA, FLORIDA

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(continues)

P.O. Box 9 ♦ Alachua, Florida 32616-0009
Phone: (386) 418-6121 ♦ Fax: (386) 418-6130

City of ALACHUA

THE GOOD LIFE COMMUNITY

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ALACHUA CROSSINGS LLC
2404 NW 93RD ST
GAINESVILLE, FL 32606

AMP FARMS LLC
2505 NW 71ST PL
GAINESVILLE, FL 32653

BRIGHTON BEACH CAR WASH LLC
1 DUNLIN SQ
GREENSBORO, NC 27455

BRIGHTON BEACH HOLDINGS LLC
1 DUNLIN SQ
GREENSBORO, NC 27455

BUTLER, ALTHEA
3534 SW 173RD TER
MIRAMAR, FL 33029

CITY OF ALACHUA
PO BOX 9
ALACHUA, FL 32616

CITY OF GAINESVILLE
% LAND RIGHTS COORDINATOR
PO BOX 490 MS 58
GAINESVILLE, FL 32627

CSX TRANSPORTATION INC
500 WATER ST TAX DEPARTMENT J-910
JACKSONVILLE, FL 32202

DICKINSON DANIEL S IV & THERESA A
10720 NW 53RD TER
GAINESVILLE, FL 32653

DIXON & DIXON
5200 NW 43RD ST #102-189
GAINESVILLE, FL 32606

GATORLAND KUBOTA EQUIPMENT COMI
4502 NW 13TH ST
GAINESVILLE, FL 32609

GREEN, BEULAH HEIRS
% BRENDA DIANE PERRY
445 WARREN DR #1
SAN FRANCISCO, CA 94131

GREEN, SHELIA D
25800 INDUSTRIAL BLVD APT 2267
HAYWARD, CA 94545

PEANUT STAND INVESTMENTS LLC
3535 N MAIN ST
GAINESVILLE, FL 32609

PHILLIPS, ELOISE P
PO BOX 175
ALACHUA, FL 32616

SMITH ISAIAH HEIRS
5215 NW 109TH LN
ALACHUA, FL 32615

SWANN STEPHEN C
332 3RD ST
ATLANTIC BEACH, FL 32233

TAYMER PROPERTIES LLC
C/O RYAN LLC
101 SW 140TH TER STE A
NEWBERRY, FL 32669

THOMPSON, COLON C & MARGARET Y
2509 W STATE ROAD 235
BROOKER, FL 32622

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Antoinette Endelicato
5562 NW 93rd Avenue
Gainesville, FL 32653

President
TCMOA
1000 Turkey Creek
Alachua, FL 32615

Tamara Robbins
PO Box 2317
Alachua, FL 32616

Dan Rhine
288 Turkey Creek
Alachua, FL 32615

Linda Dixon, AICP
PO Box 115050
Gainesville, FL 32611

Michele L. Lieberman
County Manager
12 SE 1st Street
Gainesville, FL 32601

Tom Gorman
9210 NW 59th Street
Alachua, FL 32653

Craig Parenteau
FDEP
4801 Camp Ranch Road
Gainesville, FL 32641

Bonnie Flynn
16801 NW 166th Drive
Alachua, FL 32615

Richard Gorman
5716 NW 93rd Avenue
Alachua, FL 32653

Jeannette Hinsdale
P.O. Box 1156
Alachua, FL 32616

Hugh & Jean Calderwood
P.O. Box 2307
Alachua, FL 32616

Peggy Arnold
410 Turkey Creek
Alachua, FL 32615

Lynn Coullias
7406 NW 126th Ave
Alachua, FL 32615

Lisia Jenkins
P.O. Box 1071
Alachua, FL 32616

David Forest
23 Turkey Creek
Alachua, FL 32615

Lynda Coon
7216 NW 126 Avenue
Alachua, FL 32615

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AFFIDAVIT FOR POSTED LAND USE SIGN

I Adam Hall, POSTED THE LAND USE
(Name)
SIGN ON 10/19/24 FOR THE Final Plat- Alachua Crossings
(Date) (State type of action and project name)
LAND USE ACTION.

AS PER ARTICLE 2.2.9 D OF THE LAND DEVELOPMENT REGULATIONS.

THIS WILL BE INCLUDED IN THE STAFF REPORT.

(Signature)

One (1)
(Number of signs)

Planning and Zoning Board
Minutes
October 12, 2021

DRAFT

Chair Sandy Burgess
Vice Chair Edward Potts
Member Joe Hancock
Member Virginia Johns
Member Gary Thomas
School Board Member Tina Certain

City Manager Mike DaRoza

Planning and Zoning Board
At 6:00 PM
to address the item(s) below.

Meeting Date: October 12, 2021

Meeting Location: James A. Lewis Commission Chambers

Notice given pursuant to Section 286.0105, Florida Statutes. In order to appeal any decision made at this meeting, you will need a verbatim record of the proceedings. It will be your responsibility to ensure such a record is made.

Planning and Zoning Board Meeting Minutes

CALL TO ORDER

Chair Sandy Burgess called the meeting to order. School Board Member Tina Certain was absent.

INVOCATION

Member Virginia Johns led the invocation.

PLEDGE TO THE FLAG

Led by the Board.

APPROVAL OF THE AGENDA

Member Johns moved to approve the agenda; seconded by Member Edward Potts.

Passed by unanimous consent.

I. OLD BUSINESS

None.

II. NEW BUSINESS

A. Approval of the Minutes of the September 14, 2021 PZB Meeting

Member Johns moved to approved the minutes; seconded by Member Gary Thomas.

Passed by unanimous consent.

B. Alachua Crossings Minor Subdivision Final Plat: A request by Chad Colson of CHW,Inc., for a Final Plat for Alachua Crossings Minor Subdivision, which proposes the plat of a ±16.02 acre subject property into two lots, along with common areas and an easement for ingress/egress (Parcel 05885-010-003) (Quasi-Judicial Hearing).

Planning Assistant Kenyata Curtis swore in all parties entering testimony.

Principal Planner Adam Hall, AICP, presented the Staff Report.

Chad Colson, PSM, of CHW, availed himself for questions and accepted the conditions recommended by Staff.

Member Thomas moved that based upon the competent substantial evidence presented at this hearing, the presentation before this Board, and the Staff's recommendation, this Board finds the application to be consistent with the City of Alachua Comprehensive Plan and in compliance with the Land Development Regulations and forwards the application to the City Commission of the City of Alachua with a recommendation to approve the Final Plat for Alachua Crossings, LLC, subject to the two (2) conditions provided in Exhibit "A" and located on page 15 of the October 12, 2021 Staff Report to the Planning & Zoning Board; seconded by Member Johns.

Motion Passed 5-0 in a roll call vote.

C. Site Plan - Foundation Park Phase 2: A request by Daniel Young, P.E., LEED AP, of Causseaux, Hewett, & Walpole, Inc., applicant and agent for HF Holdings Colorado LLC & the University of Florida Foundation, Inc., property owners, for consideration of a Site Plan which proposes to revise the development plan and construction phasing for three (3) ±42,466 square foot buildings, with associated site improvements on a ±14.53 acre subject property, located north of NW US Highway 441, south of County Road 2054 (also known as Rachael Boulevard) and east of NW 119th Terrace; Tax Parcel Numbers 03191-010-001 and 03191-011-001 (Quasi-Judicial Hearing).

Planning Assistant Curtis swore in all parties entering testimony.

Principal Planner Justin Tabor, AICP, presented the Staff Report.

Walker Owen of CHW, availed himself for questions and accepted the conditions recommended by Staff.

DRAFT

Vice Chair Potts moved that based upon the competent substantial evidence presented at this hearing, the presentation before this Board, and the Staff's recommendation, this Board finds the application submitted by CHW, Inc. on behalf of HF Holdings Colorado LLC and the University of Florida Foundation, Inc. to be consistent with the City of Alachua Comprehensive Plan and in compliance with the Land Development Regulations and approves the Site Plan, subject to the four (4) conditions provided in Exhibit "A" and on page 23 of the October 12, 2021 Staff Report to the Planning & Zoning Board; seconded by Member Joe Hancock.

Motion Passed 5-0 in a roll call vote.

D. Preliminary Plat – Convergence Research Park: A request by Robert Walpole, P.E., of Causseaux, Hewett, & Walpole, Inc., applicant and agent for the University of Florida Foundation, Inc., property owner, for consideration of the Preliminary Plat of Convergence Research Park, which proposes the subdivision of a ±109.0 acre subject property into a total of 273 lots, with associated common areas and right-of-way, generally located south of the San Felasco Parkway, east of County Road 241, and north of Shaw Farms of Alachua; Tax Parcel Number 03970-000-000 and a portion of Tax Parcel Number 03929-000-000 (Quasi-Judicial Hearing).

Planning Assistant Curtis swore in all parties entering testimony.

Principal Planner Tabor introduced the Staff Report.

Member Hancock inquired about the zoning district of the property and about the requirements for residential development within the zoning district.

Principal Planner Tabor responded.

Chair Burgess inquired about the non-residential/residential square footage threshold.

Principal Planner Tabor responded.

Robert Walpole, P.E., LEED AP, of CHW, presented additional information, availed himself for questions and accepted the conditions recommended by Staff.

Member Hancock inquired about the size of the lots.

Mr. Walpole responded.

Member Thomas asked how large the buffer will be on the perimeter.

Mr. Walpole responded.

Chair Burgess asked about the size of the lots that borders the shortest buffer distance.

Mr. Walpole responded.

Member Hancock asked if the proposed homes would be for biotech employees, and he asked about the price range of the homes in the proposed subdivision.

Mr. Walpole responded.

DRAFT

Member Thomas moved that based upon the competent substantial evidence presented at this hearing, the presentation before this Board, and the Staff's recommendation, this Board finds the application to be consistent with the City of Alachua Comprehensive Plan and in compliance with the Land Development Regulations and transmits the Preliminary Plat of Convergence Research Park to the City Commission, with a recommendation to approve subject to the three (3) conditions provided in Exhibit "A" and located on page 19 of the Staff Report; seconded by Vice Chair Potts.

Planning Assistant Curtis swore in additional parties entering testimony.

Judy Manglesdorf, a resident of Shaw Farms, inquired about a berm or a fence for the perimeter.

Mr. Walpole responded.

Robert Webber, a resident of Shaw Farms, inquired about the zoning of the proposed subdivision.

Mr. Walpole responded.

Steve Burrows, a resident of Shaw Farms, inquired about the soil boundaries identification. He asked about the compatibility of the subject property's zoning and the zoning of Shaw Farms.

Andrea Burrows, a resident of Shaw Farms, inquired about the notification procedures.

Darin Page, a residents of Shaw Farms, shared her concerns for the wildlife, environment, noise pollution, and the lot sizes for the proposed project.

Mr. Walpole responded.

Member Johns asked how many acres were in the protected San Felasco Hammock Preserve State Park.

Mr. Walpole responded.

Chair Burgess inquired about a buffer between residential uses.

Mr. Walpole responded.

Member Hancock inquired about the design of the lots for the proposed project.

Mr. Walpole responded.

Motion Passed 4-1 in a roll call vote.

E. Site Plan – IIP FL 3 LLC (Harvest): A request by Rob Davis, P.E., of Wood Environment & Infrastructure Solutions, Inc., applicant and agent for IIP FL 3 LLC, property owner, for consideration of a Site Plan which proposes parking lot and site improvements and the addition of ±912 square feet of new floor area on a ±36.26 acre subject property, located at 12895 NW US Highway 441; Tax Parcel No. 05855-004-000 and 05855-004-001; FLUM: Industrial; Zoning: Industrial General (IG) (Quasi-Judicial Hearing).

Planning Assistant Curtis swore in all parties entering testimony.

DRAFT

Principal Planner Tabor presented the Staff Report.

Member Hancock inquired about the road traversing through the site. He also inquired about the type of fencing the will border the perimeter of the roadway.

Principal Planner Tabor responded.

Rob Davis, P.E. of Wood Environment, presented additional information, availed himself for questions, and accepted the conditions recommended by Staff.

Member Johns moved that based upon the competent substantial evidence presented at this hearing, the presentation before this Board, and the Staff's recommendation, this Board finds the application to be consistent with the City of Alachua Comprehensive Plan and in compliance with the Land Development Regulations and approves the site plan for IIP FL 3 LLC, subject to the eight (8) conditions provided in Exhibit "A" and located on page 18 of the October 12, 2021 Staff Report to the Planning & Zoning Board; seconded by Vice Chair Potts.

Mitch Glaser shared his concerns for the stewardship of the parcel, fencing type and criteria, and community access to the cemetery located near proposed development.

Ed Allen, South East Regional Director of Harvest, responded.

Paul Garrett, Director of Engineering of Harvest, responded.

Motion Passed 4-1 in a roll call vote.

III. BOARD COMMENTS/DISCUSSION

Department Director Kathy Winburn stated the next meeting will be November 9, 2021 at 6:00 p.m.

IV. CITIZENS COMMENTS

None.

ADJOURN

Vice Chair Potts moved to adjourn; seconded by Member Johns.

Passed by unanimous consent.

ATTEST:

PLANNING AND ZONING BOARD OF THE CITY OF ALACHUA, FLORIDA

_____
Presiding Officer

_____
Staff Liaison

DRAFT

City of Alachua
THE GOOD LIFE COMMUNITY

Commission Agenda Item

MEETING DATE: 11/15/2021
SUBJECT: Preliminary Plat – Convergence Research Park: A request by Robert Walpole, P.E., of Causseaux, Hewett, & Walpole, Inc., applicant and agent for the University of Florida Foundation, Inc., property owner, for consideration of the Preliminary Plat of Convergence Research Park, which proposes the subdivision of a ±109.0 acre subject property into a total of 273 lots, with associated common areas and right-of-way, generally located south of the San Felasco Parkway, east of County Road 241, and north of Shaw Farms of Alachua; Tax Parcel Number 03970-000-000 and a portion of Tax Parcel Number 03929-000-000 (Quasi-Judicial Hearing).
PREPARED BY: Justin Tabor, AICP, Principal Planner

RECOMMENDED ACTION:

Staff recommends this item be deferred to the November 29, 2021 City Commission Meeting.

Summary

Due to an error with the published notice requirements for the November 15, 2021 City Commission Meeting, Staff recommends this item be deferred to the November 29, 2021 City Commission Meeting so that public notice requirements may be fulfilled.

City of ALACHUA
THE GOOD LIFE COMMUNITY

Commission Agenda Item

MEETING DATE: 11/15/2021
SUBJECT: Amendment No 2 to Subdividers Agreement for Briarwood Phase 1
PREPARED BY: Adam Hall, AICP, Planner

RECOMMENDED ACTION:
Approve the Second Amendment to the Subdividers Agreement for Briarwood Phase 1.

Summary

On November 9, 2020, the City Commission approved the Final Plat and Subdividers Agreement for Briarwood Phase 1. On July 26th, 2021, the Subdividers Agreement was amended to permit the construction of sidewalks as homes were completed. The developer, Troon Creek, LLC, wishes to further amend this agreement to extended the deadline for completion of the infrastructure from November 9, 2021 to December 30, 2021.

The developer has cited supply chain constraints related to the COVID pandemic as the need for further time to complete the project. Currently, the infrastructure for Briarwood Phase 1 is mostly complete. Final paving and completion of the wastewater lift station are the primary outstanding elements to be completed.

ATTACHMENTS:

Description

- Amendment No 2 to Subdividers Agreement
- Amendment No 1 to Subdividers Agreement
- Original Subdividers Agreement

SECOND AMENDMENT TO SUBDIVIDERS AGREEMENT FOR BRIARWOOD, PHASE 1

THIS SECOND AMENDMENT TO SUBDIVIDERS AGREEMENT FOR BRIARWOOD PHASE 1 (the "Second Amendment") is entered into this 15th day of November, 2021 (the "Effective Date" of this Second Amendment)

BETWEEN

DEVELOPER: TROON CREEK LLC
A Florida Corporation (the "Developer")
Whose address is: 405 Cinnamon Oak Court
Lake Mary, FL 32746

AND

CITY: THE CITY OF ALACHUA, a municipal corporation
in the state of Florida (the "City")

RECITALS:

WHEREAS, the Developer is developing a residential subdivision in the City known as Briarwood Phase 1 (the "Project"), legally described in Exhibit "A" attached to that certain SUBDIVIDERS AGREEMENT FOR BRIARWOOD PHASE 1 (the "Property" or "Land") and further described in the Plat for Briarwood Phase 1 as set forth in Plat Book 37 page 33 of the Public Records of Alachua County, Florida (the "Plat");

WHEREAS, the Developer and City entered into that certain SUBIDIVERS AGREEMENT FOR BRIARWOOD PHASE 1 on November 9, 2020, and recorded in OFFICIAL RECORDS BOOK 4832 PAGE 947 of the Public Records of Alachua County, Florida, Instrument # 3297661 (the "Subdividers Agreement") as part of the City's site specific regulations for applications for development orders for the subdivision of land as further set forth and required in Section 2.4.10(G)(4) of the City's Land Development Regulations (the "LDRs");

WHEREAS, the Developer and City entered into that certain AMENDMENT TO

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

WHEREAS, the Developer acknowledges that this Second Amendment is governed by the City's LDRs and, as such, the Developer must utilize the administrative procedures contained in the LDRs in the event there is any dispute regarding or in any way arising out of this Second Amendment; and

WHEREAS, the Developer acknowledges that this Second Amendment is a regulatory agreement required as part of the process for the issuance of Development permits for the Project and, as such, Developer shall not have any claim for monetary damages against the City in the event of any dispute regarding or in any way arising out of this Second Amendment;

NOW THEREFORE, in consideration of the foregoing recitals, the Developer and City hereby agree to extend the deadline for the Developer to complete the Improvements for the Project subject to the conditions set forth below:

1. **The Recitals:** The above recitals are true and correct and are incorporated into this Second Amendment by reference.

2. **Completion of Improvements:** Paragraphs 3 and 10 of the Subdividers Agreement are modified solely to reflect that the date for the completion of the Improvements for the Project is extended from November 9, 2021 to December 30, 2021. Other than these modifications, Developer warrants that as of the Effective Date of this Second Amendment above, Developer is in compliance with all of the terms of the Subdividers Agreement, as modified by the Amendment.

3. **Recording:** The Developer shall record this Second Amendment in the public records of Alachua County, Florida, on or before Friday, November 19, 2021, at Developer's cost, and Developer shall immediately provide the City with an electronic copy of the recorded Second Amendment and shall thereafter provide the City the original recorded Second Amendment. This Second Amendment shall run with the land.

4. **No Inordinate Burden on Land:** The Developer agrees that the requirements under this Second Amendment in no way inordinately burdens any existing use of or vested right to specific use of the Land or Property.

7. **Police Powers:** In the event the Developer, the Developer's agents, contractor, subcontractors, or anyone else acting on behalf of the Developer or the Developer's contractor or subcontractors may be liable or responsible, fails to comply with any applicable ordinance, law, rule or regulation and such failure tends to or does pose an imminent threat or danger to life or of great bodily injury to any person working on the job or to any member of the general public, the City, in its sole discretion through its City Manager or designee, has the right to exercise its police powers and to stop work on the Project until appropriate corrective measures are taken, without limiting any other remedies available to the City.

8. **Payments:** Any payments due from the Developer to the City shall be made either by bank check or cashier's check payable to the City of Alachua, Florida, and provided to the City at the address in Paragraph 10 below.

9. **Developer's Default:** Should Developer fail to comply with each and every term of this Second Amendment within the time frames set forth herein, it shall constitute a default on behalf of the Developer under the Subdividers Agreement as modified by the Amendment and this Second Amendment. The City shall be entitled to make immediate demand on the Common Law Performance Bond provided by Developer as a surety for the completion of the Project, without prior notice, and have any other remedies allowed by law. The City's rights to declare a default are cumulative under the Subdividers Agreement as Amended and this Second Amendment and the City's failure to declare a default at any time shall not waive its right to declare a future default.

10. **Notices:** Except as otherwise provided in this Second Amendment, any notice, request, or approval, from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery. Such notice will be deemed to have been received when either deposited in the United States Postal Service mailbox or personally delivered with a signed proof of delivery. For purposes of notice, City and Developer and their respective representatives and addresses are:

City:	City of Alachua Attn: City Manager / LDR Administrator
Via Hand Delivery:	15100 NW 142nd Terrace Alachua, FL, 32615

11. **Binding Effect:** The City and Developer each bind the other and their respective successors and assigns to all of the terms, conditions, covenants and provisions of this Second Amendment.

12. **Severability:** If any portion of this Second Amendment is declared void by a court of law, all other provisions will remain in full force and effect.

13. **Not Assignable Without Approval:** This Second Amendment shall not be assignable by the Developer without the prior written approval of the Commission.

14. **Enforcement:** The failure of either City or Developer to exercise any right under this Second Amendment shall not waive such right in the event of any future default or non-compliance with this Second Amendment.

15. **Jurisdiction and Venue:** This Second Amendment is governed in accordance with the laws of the State of Florida and venue for any action regarding this Second Amendment shall be in the Circuit Court in Alachua County, Florida.

16. **Amendment:** This Second Amendment may only be amended by mutual written agreement by the City and the Developer with prior approval of the Commission.

17. **Legal Advice:** The Developer and the City have each had the opportunity to seek the advice of their respective attorneys before entering into this Second Amendment.

18. **Joint Preparation:** This Second Amendment has been drafted with participation of the City and the Developer and shall not be construed against either the City or Developer on account of draftsmanship.

19. **Captions and Headings:** Paragraph headings are for convenience only and shall not be used to construe or interpret this Second Amendment.

20. **Time of Essence:** Time is of the essence in complying with each of the terms of this Second Amendment.

21. **Entire Agreement:** This Second Amendment is in addition to all of the terms in the Subdividers Agreement, as previously modified by the Amendment. The terms of this Second Amendment and the terms of the Subdividers Agreement as previously amended, shall constitute the entire agreement of the City and the Developer and

an action for declaratory judgment. Developer specifically waives all other remedies it may have against the City at law or in equity and agrees that in no event shall the Developer have a cause of action for monetary damages against the City for anything in any way related to or arising out of this Second Amendment, or the Subdividers Agreement as previously amended.

23. **Sovereign Immunity:** Developer agrees that the City does not waive its sovereign immunity in entering into this Second Amendment. Nothing herein, expressed or implied, waives or should be construed to be a waiver of or an attempt to waive the sovereign immunity of the City under the Florida Constitution and the laws of the State of Florida.

24. **Future Approvals**: The execution and approval of this Second Amendment by the City does **NOT** guarantee the approval of any further phase(s) of the Project.

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

Attest: CITY OF ALACHUA

By: _____

Michael M. DaRoza, City Manager/Clerk Gib Coerper, Mayor

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing SECOND AMENDMENT TO SUBDIVIDERS AGREEMENT FOR BRIARWOOD, PHASE 1 was acknowledged before me, **by means of □ physical presence or □ online notarization,** on this 15th day of November, 2021, by GIB COERPER, who is personally known to me OR (who has produced _____ as identification) and who took an oath.

_____

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

Witnesses:

DEVELOPER: Troon Creek LLC

Susan Furdek
(Signature)

By: _____
Craig Rouhier, Manager

Susan Furdek
(Print Name)

Lisa Rogers
(Signature)

Lisa Rogers
(Print Name)

STATE OF Florida
COUNTY OF Marion

The foregoing Second Amendment to Subdividers Agreement for Briarwood, Phase 1 was acknowledged before me, **by means of ☒ physical presence or ☐ online notarization,** this 10th day of November, 2021, by CRAIG ROUHIER, who is (personally known to me) OR (who has produced _____ as identification) and who took an oath.

Susan Dunn Furdek
Notary Public, State of Florida
Commission No.: HH 160192
Expiration: 8/2/25 [SEAL]

SUSAN DUNN FURDEK
Notary Public - State of Florida
Commission # HH 160192
My Comm. Expires Aug 2, 2025
Bonded through National Notary Assn.

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8/25/2021 9:31 AM
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J.K. JESS IRBY, ESQ.
Clerk of the Court, Alachua County, Florida
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Doc Stamp-Mort: $0.00
Doc Stamp-Deed: $0.00
Intang. Tax: $0.00

AMENDMENT TO SUBDIVIDERS AGREEMENT FOR BRIARWOOD, PHASE 1

THIS is an AMENDMENT TO SUBDIVIDERS AGREEMENT FOR BRIARWOOD PHASE 1 (the "AMENDMENT") is entered into this 26th day of July, 2021 (the "Effective Date").

BETWEEN

DEVELOPER: TROON CREEK LLC
A Florida Corporation (the "Developer")
Whose address is: 405 Cinnamon Oak Court
Lake Mary, FL 32746

AND

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

RECITALS:

WHEREAS, the Developer is developing a residential subdivision in the City known as Briarwood Phase 1 (the "Project"), legally described in attached Exhibit "A" (the "Property" or "Land") and further described in the Plat for Briarwood Phase 1 as set forth in Plat Book 37 page 33 of the Public Records of Alachua County (the "Plat");

WHEREAS, the Developer and City entered into that certain SUBDIVIDERS AGREEMENT FOR BRIARWOOD PHASE 1 on November 9, 2020, and recorded in OFFICIAL RECORDS BOOK 4832 PAGE 947 of the public records of Alachua County, Florida, Instrument # 3297661 (referred to as the "Subdividers Agreement") as part of the City's site specific regulations for applications for development orders for the subdivision of land as further set forth and required in Section 2.4.10(G)(4) of the City's Land Development Regulations (the "LDRs");

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

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

WHEREAS, the Developer acknowledges that this AMENDMENT is a regulatory agreement required as part of the process for the issuance of Development permits for the Project and, as such, Developer shall not have any claim for monetary damages against the City in the event of any dispute regarding or in any way arising out of this AMENDMENT;

WHEREAS, the Developer is working on the construction of the improvements for the Project;

WHEREAS, the Developer wishes to amend the terms of the Subdividers Agreement in order to allow for the installment of sidewalks after the completion of the other improvements for the Project as further set forth below;

WHEREAS, the City is willing to amend the terms of the Subdividers Agreement to regarding the installation of sidewalks as set forth in this AMENDMENT;

NOW THEREFORE, in consideration of the foregoing recitals, the Developer and City hereby agree to and specify the following:

1. **Recitals:** The above recitals are true and correct and are incorporated into this Agreement by reference.

2. **Completion of Improvements:** Developer warrants that as of the Effective Date of this AMENDMENT, Developer is in compliance with all of the terms of the Subdividers Agreement and this AMENDMENT.

3. **Construction and Installation of Sidewalks:** City agrees that the deadline for the completion of the construction and installation of all of the sidewalks for the Project will hereafter have a separate deadline than the date for the completion of the other improvements required under the Subdividers Agreement. The date for the completion of the sidewalks shall be November 8, 2023 (the "Completion Date"). The sidewalks shall be constructed and installed in accordance with the terms of the Subdividers Agreement and this AMENDMENT. Once every six months for the 18 months commencing November 9, 2021, the Developer may submit certifications by Spruce Creek Civil Engineering, Inc. attesting to the completion of the sidewalks installed in accordance with the specifications and in accordance with the Estimate of Probably Costs for Phase 1 sidewalks on single family lots set forth in attached Exhibit "E". If all of the sidewalks have not been installed by the Completion Date, the City shall have the right, but not the obligation, to make a demand for payment from the Sidewalk Bond as the sidewalk surety further described in paragraph 5 a. below to pay for the construction and installation of the remaining sidewalks. Prior to the expiration of the Sidewalk Bond, the Developer shall provide a Sidewalk Maintenance Bond further described in paragraph 5.b. below as the sidewalk maintenance surety. Within two months of the completion of all of the sidewalks installed in the Project, other than any sidewalks constructed by the City, the City shall conduct a final inspection of these sidewalks and notify the Developer in writing of any deficiencies determined in the City's sole discretion. The Developer shall have 30 days to cure these deficiencies. If the Developer does not cure these deficiencies within 30 days, the City shall be authorized to make a demand on the Sidewalk Maintenance Bond to pay for the

correction of these deficiencies. Once the construction of all of the sidewalks is deemed complete by the City's Public Services Department and the sidewalk warranty period has expired, the sidewalks shall be submitted to the Commission for acceptance. After the Commission's acceptance of the sidewalks, the Sidewalk Maintenance Bond shall be released to Developer. The Developer shall have complete and exclusive liability for all claims and shall indemnify the City for all claims, including but not limited to claims for bodily injury and damages, in any way related to or arising out of the construction, completion or non-completion of the sidewalks until the Commission has officially accepted the sidewalks.

4. **Recording:** The Developer shall record this Amendment on or before Friday, July 31, 2021, at Developer's cost, and Developer shall immediately provide the City with an electronic copy of the recorded Amendment and thereafter provide the City the original recorded Amendment.

5. **Surety Devices:** All bonds provided by the Developer to act as surety devices in order to comply with Sections 2.4.10(G)(4), 6.10.2, and 7.4.1 of the LDRs, the Subdividers Agreement and this Amendment shall be issued by an insurance company listed on the U.S. Department of Treasury's listing of approved sureties company listed on the U.S. Department of Treasure's listing of approved sureties (Department Circular 5707) which is authorized to transact business in the State of Florida and is doing Business through an agent authorized to transact Business in the State of Florida. Developer further warrants and agrees, to provide the following bonds to the City:

   a. As a requirement and condition precedent to this AMENDMENT, the Developer shall provide the City with a Common Law Performance Bond in the form acceptable to the City issued by the United Fire & Casualty Company in the amount of $121,824 ($101,520 x 120 %) for the Remaining Sidewalk Cost at set forth on the certification attached hereto as Exhibit "E" as the surety for the satisfactory construction of the remaining sidewalks in the Project ("Sidewalk Bond");
   b. As a requirement and condition precedent to this AMENDMENT, upon the completion of all of the sidewalks in the Project and the City's approval (but not acceptance) of all of the sidewalks, the Developer shall provide the City with a Common Law Performance Bond in the amount of ten percent of the certified value of the completed sidewalks as the sidewalk maintenance surety (approximately $10,152, ten per cent of the amount in attached Exhibit "E") (the "Sidewalk Maintenance Bond"). Upon the Developer's providing the Sidewalk Maintenance Bond, the City shall return the Sidewalk Bond to the Developer;
   c. The bonds listed in paragraphs 5. a. and 5. b. are in addition to the bonds required by the Subdividers Agreement.

6. **Warranty Period:** The Developer warrants the construction and installation of all of the sidewalks for a period of one year from the City's final approval of all of the sidewalks, other than normal and reasonable use. Should the City, in the City's sole discretion, deem repairs are needed to the sidewalks, the City shall provide notice to the Developer and the repairs shall be made within two weeks of written notice. In the

event the Project's Engineer of Record determines that a requested repair will take more than two weeks to complete, the repair shall be completed in the amount of time determined in the sole discretion of the City's Public Services Director. The Developer shall be responsible for making all repairs so long as notice is sent or delivered to the Developer within the one year warranty period. The warranty period shall be extended until the completion of all requested repairs. If the Developer does not complete the repairs within two weeks from the notice, it shall constitute a breach of this AMENDMENT the City is authorized to make a demand on the Sidewalk Maintenance bond to pay for these repairs.

7. **No Inordinate Burden on Land:** The Developer further agrees that the requirements under this Amendment in no way inordinately burdens any existing use of the Land or vested right to specific use of the Land described in Exhibit "A" and set forth in the Plat to be recorded for the Project.

8. **Withholding Permits:** The City may, in its sole discretion, withhold any and all inspections, permits, and/or certificates for the Project if such action is deemed necessary by the City to secure the Developer's compliance with the terms of this AMENDMENT.

9. **Compliance with Other Laws:** Nothing contained in this Amendment shall relieve the Developer or its successor or assigns from obtaining any local, regional, state or federal permits or complying with any ordinances, laws, rules, or regulations applicable to the development of the Project.

10. **Police Powers:** In the event the Developer, the Developer's agents, contractor, subcontractors, or anyone else acting on behalf of the Developer or the Developer's contractor or subcontractors may be liable or responsible, fails to comply with any applicable ordinance, law, rule or regulation and such failure tends to or does pose an imminent threat or danger to life or of great bodily injury to any person working on the job or to any member of the general public, the City, in its sole discretion through its City Manager or designee, has the right to exercise its police powers and to stop work on the Project until appropriate corrective measures are taken, without limiting any other remedies available to the City.

11. **Indemnity:** The Developer shall indemnify and hold harmless the City of Alachua, its officers, agents, employees, attorneys, or anyone's action directly or indirectly on behalf of the City, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of or resulting from a loss in performance of work, down-time of equipment, or any claim that may arise from bodily injury, sickness, disease or death, or the injury to or destruction of tangible property, including the loss of use resulting therefrom, caused in whole or in part by a negligent or wrongful act or omission on the part of the Developer, Developer's agent, contractor, subcontractors, or anyone directly or indirectly employed or working on behalf of the Developer for whose acts the Developer or its agent, contractors, or subcontractors may be liable or responsible. The Developer further agrees that the Developer shall not insulate itself from liability or responsibility to the City for a default in or failure to perform any of the terms of this Amendment, or from responsibility under this

indemnification clause by employment of independent contractors or subcontractors or other entities. The Developer shall remain liable to the City notwithstanding any attempt by the Developer to pass any responsibility set forth herein to its contract, subcontractors, or other agent or employee.

12. **Payments:** Any payments due from the Developer to the City shall be made either by bank check or cashier's check payable to the City of Alachua, Florida, and provided to the City at the address in Paragraph 15 below.

13. **Agreement Runs with Land:** This Amendment shall be recorded in the Public Records of Alachua County, Florida and shall run with the Land.

14. **Developer's Default:** Should Developer fail to comply with each and every term of this Amendment within the time frames set forth herein, it shall constitute a default on behalf of the Developer and the City shall be entitled to make immediate demand on any irrevocable letter of credit provided by Developer hereunder, without prior notice, and have any other remedies allowed by law. The City's rights to declare a default are cumulative and the City's failure to declare a default at any time shall not waive its right to declare a future default.

15. **Notices:** Except as otherwise provided in this Amendment, any notice, request, or approval, from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery. Such notice will be deemed to have been received when either deposited in the United States Postal Service mailbox or personally delivered with a signed proof of delivery. For purposes of notice, the parties and their respective representatives and addresses are:

City:	City of Alachua **Attn: City Manager / LDR Administrator**
Via Hand Delivery:	15100 NW 142nd Terrace Alachua, FL, 32615
Via U.S. Mail:	Post Office Box 9 Alachua, FL 32616
Developer:	Troon Creek, LLC 405 Cinnamon Oak Court Lake Mary, FL 32746

16. **Binding Effect:** The City and Developer each bind the other and their respective successors and assigns to all of the terms, conditions, covenants and provisions of this Amendment.

17. **Severability:** If any provision of this Amendment is declared void by a court of law, all other provisions will remain in full force and effect.

18. **Not Assignable Without Approval:** This Amendment shall not be assignable by the Developer without the written approval of the Commission.

19. **Enforcement:** The failure of either City or Developer to exercise any right under this Agreement shall not waive such right in the event of any future default or non-compliance with this Amendment.

20. **Jurisdiction and Venue:** This Amendment is governed in accordance with the laws of the State of Florida. Venue for any action regarding this Agreement shall be in the Circuit Court in Alachua County, Florida.

21. **Amendment:** This Agreement may only be amended by mutual written agreement by the City and the Developer with prior approval of the Commission.

22. **Legal Advice:** The Developer and the City have each had the opportunity to seek the advice of their respective attorneys before entering into this Amendment.

23. **Joint Preparation:** This Amendment has been drafted with participation of the City and the Developer and shall not be construed against either the City or Developer on account of draftsmanship.

24. **Captions and Headings:** Paragraph headings are for convenience only and shall not be used to construe or interpret this Amendment.

25. **Time of Essence:** Time is of the essence in complying with each of the terms of this Agreement.

26. **Entire Agreement:** This AMENDMENT is in addition to all of the terms in the Subdividers Agreement. The terms of this AMENDMENT and the Subdividers Agreement shall constitute the entire agreement of the City and the Developer and supersede all prior written or oral agreements, understanding or representations. All of the terms of the Subdividers Agreement shall continue to be in full force and effect, except as modified in this AMENDMENT. In the event there is any inconsistency between the terms of this AMENDMENT and the Subdividers Agreement, the terms of this AMENDMENT shall govern.

27. **Exclusive Remedy:** In the event of any question or dispute arising out of or related to this Agreement, the sole and exclusive remedy of the Developer against the City, after Developer exhausts all administrative remedies in the City's LDRs, shall be an action for declaratory judgment. Developer specifically waives all other remedies it may have against the City at law or in equity. In no event shall Developer have a cause of action for monetary damages against the City for anything in any way related to or arising out of this AMENDMENT.

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

29. **Future Approvals**: The execution and approval of this AMENDMENT and the Subdividers Agreement by the City does **NOT** guarantee the approval of any further phase(s) of the Project.

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

Attest: _____
Adam Boukari, City Manager/Clerk

CITY OF ALACHUA
By: _____
Gib Coerper, Mayor

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing SUBDIVIDERS AGREEMENT FOR SAVANNAH STATION PHASE 2A was acknowledged before me, **by means of ☒ physical presence or ☐ online notarization,** this 26th day of July, 2021, by GIB COERPER, who is personally known to me OR (who has produced N/A as identification) and who took an oath.

_____
Notary Public, State of Florida at Large
Commission No.:
Expiration:

LEANNE WILLIAMS
Commission # GG 191426
Expires July 1, 2022
Bonded Thru Budget Notary Services

[SEAL]

Approved as to form:

_____
Marian B. Rush, City Attorney

SIGNATURES CONTINUE ON FOLLWING PAGE

Witnesses:

(Signature)

CRAIG ROUHIER

(Print Name)

Gloria Ramos

(Signature)

Gloria Ramos

(Print Name)

DEVELOPER: Troon Creek LLC

By: _____

Craig Rouhier, Manager

STATE OF Florida
COUNTY OF Orange

The foregoing Amendment to Subdividers Agreement for Briarwood, Phase 1 was acknowledged before me, **by means of ☒ physical presence or ☐ online notarization,** this 20 day of July, 2021, by CRAIG ROUHIER, who is (personally known to me) OR (who has produced DL as identification) and who took an oath.

Notary Public, State of Florida at large
Commission No.: 9/27/2021
Expiration: GG146670 [SEAL]

NILKA SOSA
MY COMMISSION # GG146670
EXPIRES September 27, 2021

END

SPRUCE CREEK
Civil Engineering, Inc

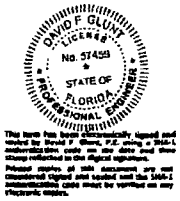
1982 State Road 44 • Suite 360
New Smyrna Beach, FL 32168

Estimate of Probable Costs

Developer:
Craig Rouhier
Troon Development, LLC
405 Cinnamon Oak Ct.
Lake Mary, FL 32746

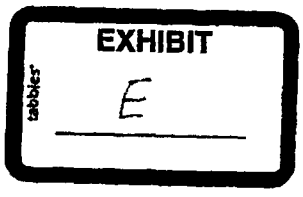
Project Name: **Briarwood Subdivision Phase 1**
Date: **10-Jun-21**
Below is the engineer's estimate of probable costs for Phase 1 sidewalks on single family lots.

Description	Unit	Quantity	Price/Unit	Total
5' Sidewalk (Lots)	LF	4,512	$ 22.50	$ 101,520



Digitally signed by David F Glunt
Date: 2021.06.10 14:02:25 -04'00'

June 10, 2021
David F. Glunt, PE
FL PE No. 57459
Managing Partner



RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 3297661 25 PG(S)
11/17/2020 11:01 AM
BOOK 4832 PAGE 947
J.K. JESS IRBY, ESQ.
Clerk of the Court, Alachua County, Florida
ERECORDED Receipt # 980802
Doc Stamp-Mort: $0.00
Doc Stamp-Deed: $0.00
Intang. Tax: $0.00

SUBDIVIDERS AGREEMENT FOR BRIARWOOD, PHASE 1

THIS SUBDIVIDERS AGREEMENT for Briarwood Phase 1 (the "Agreement") is made this 9th day of November, 2020.

BETWEEN

DEVELOPER: TROON CREEK LLC
A Florida Corporation (the "Developer")
Whose address is: 405 Cinnamon Oak Court
Lake Mary, FL 32746

AND

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

RECITALS:

WHEREAS, the Developer is developing a residential subdivision in the City known as Briarwood Phase 1 (the "Project"), legally described in attached Exhibit "A" (the "Property" or "Land") and further described in the Plat for Briarwood Phase 1 as set forth in Plat Book 37 page 33 of the Public Records of Alachua County (the "Plat"), a copy of which is attached hereto as Exhibit "B";

WHEREAS, the Developer wishes to enter into a Subdividers Agreement with City as part of the City's site specific regulations for applications for development orders for the subdivision of land as further set forth and required in Section 2.4.10(G)(4) of the City's Land Development Regulations (the "LDRs");

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

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

WHEREAS, the Developer acknowledges that this Agreement is a regulatory agreement required as part of the process for the issuance of Development permits for the Project and, as such, Developer shall not have any claim for monetary damages against the City in the event of any dispute regarding or in any way arising out of this Agreement;

NOW THEREFORE, in consideration of the foregoing recitals, the Developer and City hereby agree to and specify the following:

1. **Recitals:** The above recitals are true and correct and are incorporated into this Agreement by reference.

2. **Certificate of Concurrency Compliance:** The City agrees to reserve public facilities for the Project as set forth in the Certificate of Concurrency Compliance attached hereto as Exhibit "C" and incorporated herein by reference.

3. **Construction:** The Developer shall construct, at Developer's sole expense, the improvements for the Project according to the specifications for MAJOR SUBDIVISIONS as set forth in the City's LDRs and in accordance with the design documents, including, but not limited to the construction plans, prepared by the Developer's design engineer (the "Plans") which were filed with the City by the Developer, and have been reviewed and approved by the City in accordance with the LDRs (the "Improvements"). Developer agrees to proceed with the construction of the Improvements for the Project in a reasonably diligent manner to assure completion on or before November 9, 2021.

4. **Drainage:** Drainage facilities for the Property shall be maintained in accordance with the approved Plans for the Project at the sole expense of the Developer.

5. **Fire Flow:** The Developer specifically acknowledges that future development and buildings constructed within the Project shall comply with the fire flow standards as set forth in the Florida Fire Prevention Code (the "FFPC"), which is adopted as part of the Florida Building Code (the "FBC"), as amended and effective at the time of such future development. It is the Developer's sole responsibility to comply with these fire flow standards. Nothing in this Agreement, in the Plans, or the Certificate of Concurrency Compliance for the Project, attached hereto as Exhibit "C" in any way impacts or waives the requirement for future development and buildings within the Project from complying with the FFPC and FBC, as amended and effective at the time of such future development.

6. **Conveyance:** The conveyance by the Developer to the City of all of the required public utility infrastructure improvements [including, but not limited to, roadways, streetlights, water facilities, wastewater facilities, electric system facilities, right of ways, sidewalks, and easements as reflected on the Plat which will be recorded for the Project (the "Improvements")] shall be conveyed to the City, however, the Improvements shall not be accepted by the City until the Improvements have been completed, approved by the City, a one year warranty period as described in Paragraph 11 below has concluded, and the City Commission of the City of Alachua (the "Commission") officially accepts the Improvements.

7. **Compliance:** The Developer warrants that it will construct all of the Improvements in accordance with the approved Plans and Plat for the Project, City's LDRs, and all other applicable rules, regulations, ordinances, and laws.

8. **Plat:** The Plat for the Project shall be prepared at Developer's sole expense in accordance with Chapter 177 of the Florida Statutes, the LDR's and all other applicable laws, rules and regulations. The Developer shall record the Plat in the Public Records of Alachua County, Florida, immediately after its approval by the City Commission of the City of Alachua ("Commission') and provide the City with a certified copy of the recorded Plat within one (1) business day of the recording of the Plat. The City shall record this Agreement in the Public Records of the City of Alachua within five (5) business days of receiving the certified copy of the recorded Plat for the Project. The Developer shall pay all costs associated with the recording of the Plat and this Agreement. The failure to record the Plat within 45 days of its approval by the Commission shall render the Plat null and void.

9. **Surety Devices:** In order to comply with Sections 2.4.10(G)(4), 6.10.2, and 7.4.1 of the LDRs, the Developer further warrants and agrees, as follows:

   a. As a condition precedent to the approval of this Agreement and prior to the recordation of the Plat for the Project, Developer shall provide the City with a Common Law Performance Bond in a form acceptable to the City in the amount of $4,131,891 (120 % of the Estimated Probable Costs a copy of which is attached as Exhibit "D") as the guarantee of the Developer's satisfactory construction of all of the Improvements required for the Project.
   b. Upon the Developer's completion of the Improvements and the City's approval (but not acceptance) of the completed Improvements, the compliance with the provisions in subparagraph a. above, and the Developer providing a maintenance surety instrument in a form acceptable to the City in the amount of 10% of the certified actual cost of construction of the Improvements, the City will return the original Common Law Performance Bond to the Developer, less any claims made on it by the City to complete any Improvements.

10. **Inspections:** Upon the City's approval of the Plans, the Plat, and the Developer's compliance with the terms of this Agreement, the Developer may commence construction of the Improvements. Construction shall be completed on or before November 9, 2021. During the construction period, the Project's Engineer of Record, or Professional Engineer with a Professional Engineering Services Agreement with the City of Alachua shall perform Construction Inspection Services (CIS) and shall prepare and provide to the City inspection reports at the following benchmarks:

    a. Inspection of Underground Stormwater System: at beginning of process; during 2 pipe laying activities; during 3 random backfilling operations; and inspection of the completed system by visual, and TV camera.
    b. Inspections of sewer system: at the beginning of work; during 3 random manhole placements; 3 random pipe placements; 3 backfilling operations; and inspection of the completed system with TV camera.

c. Inspection of water system: at the beginning of work; during all taps or city connections; 3 random pipe placements; 3 backfilling operations; and inspection of the completed system including disinfection and pressure testing.
d. Inspection of the electrical conduit: at the beginning of work; during all city connections; 3 random pipe placements, 3 backfilling operations; and inspection of completed system.
e. Inspection of Stormwater Management basin: at the rough grade stage, outfall placement; final grassing and inspection of completed system.
f. Inspection of pavement: at sub grade of all roads for line and grade and yielding; lime rock base for placement and finish; asphalt inspections at the beginning of operations; at least 3 random quality control checks during placement, asphalt inspection; and inspection of completed pavement.

The Project's Engineer of Record or the Professional Engineer performing the inspection services as set forth in this Paragraph shall submit to the City the inspection reports. The inspection reports shall show any discrepancies and shall note the correction of each discrepancy in a subsequent report. The Developer shall provide each inspection report to the City's Public Services Department with a copy to the City's Department of Planning and Community Development. City may in its sole discretion, demand in writing the immediate correction of any discrepancies contained on any of the inspection reports within a reasonable period set forth in the written demand. If the correction is not completed in the timeframe in the demand, the City is authorized to make a demand on the common law performance bond provided on behalf of the developer in order to correct the discrepancy.

* Upon completion of the Improvements, the Developer shall have the Project's Engineer of Record or the Professional Engineer performing the inspection services conduct a final inspection and compile a final punch list. Upon the Project's Engineer of Record or the Professional Engineer performing the inspection services providing a final report to the Developer and the City indicating that all of the deficiencies noted in any inspection report and on the final punch list have been completed and the Improvements are in working order and in accordance with the Plans and LDRs, the LDR Administrator or designee shall thereafter perform a final inspection and provide a list specifying all defects, deficiencies, and necessary repairs to the Developer within 60 days of receipt of the final report. Upon completion of any and all repairs and a certification by the Project's Engineer of Record or the Professional Engineer performing the inspection services as set forth in this Section that the Improvements have been completed in accordance with the requirements of this Agreement, the Plans, and the LDRs, the Project's Engineer of Record or the Professional Engineer performing the inspection services shall submit a certified cost of construction for the completed Improvements. The Developer shall then provide a surety instrument in a form acceptable to the City in the amount of 10% of the certified cost of actual construction of the Improvement as the one year maintenance surety to the City as set forth in Paragraphs 9.b. above and 12 below.

11. **No Final Inspections or Occupancy**: In the event the Developer conveys any interest, legal or equitable, to any property in the Project, notice is given that the City shall not

conduct a final inspection on any house nor will the City provide permanent City utility services until the Improvements required in this Agreement have been approved in accordance with this Agreement. Developer agrees that there is no reasonable business backed expectation that any purchasers of lots or houses will be able to occupy or inhabit houses in the Project until this approval has occurred.

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

13. **Inspections Following Warranty Period:** After the warranty period, the Developer shall submit a final certification prepared by the Developer's Engineer of Record that all of the Improvements have been completed and constructed in accordance with the plans and applicable regulations and are functional and in good working order. The installation of the Improvements shall in no case bind the City to accept the Improvements for public maintenance or operation until the Public Services Director has approved the Improvements to be constructed in accordance with the LDRs, the City of Alachua Requirements for Design and Construction, applicable Florida Department of Transportation standards, and all other applicable requirements and regulation and the City Commission has accepted the Improvements. Within 60 days of the Public Services Director's approval, the City Commission will formally accept maintenance of the public Improvements, and will return the balance of the maintenance surety instrument for the Improvements to the Developer, less any claims made on it by the City to complete any Improvements. The maintenance of the stormwater management system shall be the responsibility of the Developer.

14. **Non-Interest Bearing Account:** All cash deposits made by Developer to the City under this Agreement shall be separately segregated on the books of the City and deposited into a non-interest bearing bank account.

15. **No Inordinate Burden on Land:** The Developer further agrees that the requirements under this Agreement in no way inordinately burdens any existing use of the Land or vested right to specific use of the Land described in Exhibit "A" and set forth in the Plat to be recorded for the Project, attached hereto as Exhibit "B".

16. **Withholding Permits:** The City may, in its sole discretion, withhold any and all inspections, permits, and/or certificates for the Project if such action is deemed

necessary by the City to secure the Developer's compliance with the terms of this Agreement.

17. **Compliance with Other Laws:** Nothing contained in this Agreement shall relieve the Developer or its successor or assigns from obtaining any local, regional, state or federal permits or complying with any ordinances, laws, rules, or regulations applicable to the development of the Project.

18. **Police Powers:** In the event the Developer, the Developer's agents, contractor, subcontractors, or anyone else acting on behalf of the Developer or the Developer's contractor or subcontractors may be liable or responsible, fails to comply with any applicable ordinance, law, rule or regulation and such failure tends to or does pose an imminent threat or danger to life or of great bodily injury to any person working on the job or to any member of the general public, the City, in its sole discretion through its City Manager or designee, has the right to exercise its police powers and to stop work on the Project until appropriate corrective measures are taken, without limiting any other remedies available to the City.

19. **Indemnity:** The Developer shall indemnify and hold harmless the City of Alachua, its officers, agents, employees, attorneys, or anyone's action directly or indirectly on behalf of the City, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of or resulting from a loss in performance of work, down-time of equipment, or any claim that may arise from bodily injury, sickness, disease or death, or the injury to or destruction of tangible property, including the loss of use resulting therefrom, caused in whole or in part by a negligent or wrongful act or omission on the part of the Developer, Developer's agent, contractor, subcontractors, or anyone directly or indirectly employed or working on behalf of the Developer for whose acts the Developer or its agent, contractors, or subcontractors may be liable or responsible. The Developer further agrees that the Developer shall not insulate itself from liability or responsibility to the City for a default in or failure to perform any of the terms of this Agreement, or from responsibility under this indemnification clause by employment of independent contractors or subcontractors or other entities. The Developer shall remain liable to the City notwithstanding any attempt by the Developer to pass any responsibility set forth herein to its contract, subcontractors, or other agent or employee.

20. **Payments:** Any payments due from the Developer to the City shall be made either by bank check or cashier's check payable to the City of Alachua, Florida, and provided to the City at the address in Paragraph 23 below.

21. **Agreement Runs with Land:** This Agreement shall be recorded in the Public Records of Alachua County, Florida and shall run with the Land.

22. **Developer's Default:** Should Developer fail to complete the Improvements in accordance with this Agreement, the City shall be entitled to make immediate demand on all surety instruments provided by Developer hereunder, and have all other remedies allowed by law. The City's rights to declare a default are cumulative and the City's

failure to declare a default at any time shall not waive its right to declare a future default.

23. **Notices:** Except as otherwise provided in this Agreement, any notice, request, or approval, from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery. Such notice will be deemed to have been received when either deposited in the United States Postal Service mailbox or personally delivered with a signed proof of delivery. For purposes of notice, the parties and their respective representatives and addresses are:

City: City of Alachua
Attn: City Manager / LDR Administrator

Via Hand Delivery: 15100 NW 142nd Terrace
Alachua, FL, 32615

Via U.S. Mail: Post Office Box 9
Alachua, FL 32616

Developer: Troon Creek LLC
405 Cinnamon Oak Court
Lake Mary, FL 32746

24. **Binding Effect:** The City and Developer each bind the other and their respective successors and assigns to all of the terms, conditions, covenants and provisions of this Agreement.

25. **Severability:** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect.

26. **Not Assignable Without Approval:** This Agreement shall not be assignable by the Developer without the written approval of the Commission.

27. **Enforcement:** The failure of either City or Developer to exercise any right under this Agreement shall not waive such right in the event of any future default or non-compliance with this Agreement.

28. **Jurisdiction and Venue:** This Agreement is governed in accordance with the laws of the State of Florida. Venue for any action regarding this Agreement shall be in the Circuit Court in Alachua County, Florida.

29. **Amendment:** This Agreement may only be amended by mutual written agreement by the City and the Developer with prior approval of the Commission.

30. **Legal Advice:** The Developer and the City have each had the advice of their respective attorneys before entering into this Agreement.

31. **Joint Preparation:** This Agreement has been drafted with participation of the City and the Developer and shall not be construed against either the City or Developer on account of draftsmanship.

32. **Captions and Headings:** Paragraph headings are for convenience only and shall not be used to construe or interpret this Agreement.

33. **Time of Essence:** Time is of the essence in complying with the terms of this Agreement.

34. **Entire Agreement:** This Agreement constitutes the entire agreement of the City and the Developer and supersedes all prior written or oral agreements, understanding or representations.

35. **Exclusive Remedy:** In the event of any question or dispute arising out of or related to this Agreement, the sole and exclusive remedy of the Developer against the City, after Developer exhausts all administrative remedies in the City's LDRs, shall be an action for declaratory judgment. Developer specifically waives all other remedies it may have against the City. In no event shall Developer have a cause of action for monetary damages against the City for anything in any way related to or arising out of this Agreement.

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

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

Attest:

Adam Boukari, City Manager Clerk

CITY OF ALACHUA

By:

Gib Coerper, Mayor

STATE OF FLORIDA
COUNTY OF ALACHUA

THE FOREGOING SUBDIVIDERS AGREEMENT FOR BRIARWOOD PHASE 1 was acknowledged before me this 9 day of November, 2020, by GIB COERPER, who is personally known to me or who produced _____ as identification.

LEANNE WILLIAMS
Commission # GG 191426
Expires July 1, 2022
Bonded Thru Budget Notary Services

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

Approved as to form:

Marian B. Rush
Marian B. Rush, City Attorney

Witnesses:

DEVELOPER: TROON CREEK LLC

By: _____
Craig Roumier (TITLE)

STATE OF FLORIDA
COUNTY OF ALACHUA

THE FOREGOING SUBDIVIDERS AGREEMENT FOR BRIARWOOD PHASE 1 was acknowledged before me this 2nd day of November, 2020, by Craig Roumier (type name of signator), who is personally known to me or who produced _____ as identification.

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

CARL L. JOHNSON
MY COMMISSION # GG 149216
EXPIRES: November 13, 2021
Bonded Thru Notary Public Underwriters

TAX PARCEL NUMBERS:

Alachua County Tax Parcels:
03044-011-001, 03044-011-002, 03044-011-003 and 03044-010-003

LEGAL DESCRIPTION:

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

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 8; THENCE ALONG THE NORTH LINE OF SAID SECTION 8, S.88°17'56"W., 59.11 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. S-235-A (NW 173 STREET) A 100' PUBLIC RIGHT OF WAY; THENCE DEPARTING SAID NORTH LINE OF SECTION 8, ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: 1) ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 11409.14 FEET, A CENTRAL ANGLE OF 02°13'27", AND A CHORD BEARING AND DISTANCE OF S.01°45'30"E., 442.89 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 442.92 FEET TO A POINT OF TANGENCY; 2) THENCE S.00°31'59"W., 368.00 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4299, PAGE 972 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY, ALONG THE NORTH BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4299, PAGE 972, S.88°32'05"W., 1,198.23 FEET TO THE NORTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4299, PAGE 972; THENCE DEPARTING SAID NORTH BOUNDARY, ALONG WEST BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4299, PAGE 972 S.00°32'59" E., 30.22 FEET; THENCE DEPARTING SAID WEST BOUNDARY, S.89°27'00" W., 137.44 FEET; THENCE N.01°06'53" W., 232.62 FEET; THENCE S.88°32'05" W., 117.41 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89°58'23", AND A CHORD BEARING AND DISTANCE OF S.43°32'53" W., 28.28 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 31.41 FEET TO A POINT OF TANGENCY; THENCE S.88°33'42" W., 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89°55'06", AND A CHORD BEARING AND DISTANCE OF N.46°29'45" W., 28.26 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 31.39 FEET TO THE END OF SAID CURVE; THENCE S.88°32'42" W., 114.94 FEET; THENCE N.01°27'22" W., 166.00 FEET; THENCE N.88°32'42" E., 19.03 FEET; THENCE N.01°27'18" W., 109.58 FEET; THENCE N.88°33'42" E., 46.00 FEET; THENCE N.01°26'18" W., 116.00 FEET; THENCE N.02°46'59" W., 50.01 FEET; THENCE N.01°26'18" W., 165.40 FEET TO A POINT ON THE NORTH LINE OF AFOREMENTIONED SECTION 8, THENCE ALONG SAID NORTH LINE N.88°33'42" E., 1,596.73 FEET TO THE POINT OF BEGINNING, SAID LANDS CONTAINING 29.02 ACRES, MORE OR LESS.

3297661 Page 11 of 25

EXHIBIT B - BRIARWOOD PHASE 1 SUBDIVIDERS AGREEMENT

J.C.H
CONSULTING GROUP, INC.
LAND DEVELOPMENT • SURVEYING & MAPPING
PLANNING • ENVIRONMENTAL • G.I.S.
426 SW 15TH STREET, OCALA, FLORIDA 34471
PHONE (352) 405-1482 FAX (888) 272-8335 www.JCHcg.com
CERTIFICATE OF AUTHORIZATION - L.B. 8071

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.

ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 12001C0110D, ALACHUA COUNTY, FLORIDA DATED JUNE 16, 2006, THE PROPERTY DESCRIBED HEREON LIES IN FLOOD ZONE "X" - AN AREA OF MINIMAL FLOODING. THE FLOODING LIMITS HAVE BEEN IDENTIFIED HEREIN AS CURRENTLY ESTABLISHED AT THE TIME OF THE FINAL PLAT RECORDING. ALL PERSONS WITH AN INTEREST IN THE LANDS DESCRIBED HEREON SHOULD EVALUATE THE CURRENT FLOODPLAIN LIMITS AS THEY MAY BE AMENDED FROM TIME TO TIME AS DETERMINED BY FEMA.

MORTGAGEE'S APPROVAL

LONG CREEK INVESTMENTS, LLC, HOLDER OF THAT CERTAIN MORTGAGE AS RECORDED IN OFFICIAL RECORDS BOOK 4791, PAGE 591, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, DOES HEREBY CONSENT AND AGREE TO THE PLATTING OF THE LANDS ENCOMPASSED IN THIS PLAT AND TO THE DEDICATION SHOWN HEREON.

DATE: 16 Oct 2020
MORTGAGEE: LONG CREEK INVESTMENT, LLC
WITNESS:
BY: Kent Mitchell
WITNESS:
TITLE: Member/ Manager

ACKNOWLEDGEMENT

STATE OF ~~North Carolina~~
COUNTY OF ~~Pender~~

I HEREBY CERTIFY THAT ON THIS DAY THE FOREGOING WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☒ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 16 DAY OF October, 2020, BY M. Kent Mitchell AS Manager, KNOWN BY ME TO THE PERSON HEREIN DESCRIBED AND ACKNOWLEDGED THAT HE/SHE EXECUTED THIS INSTRUMENT AS HIS/HER FREE ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THIS 16 DAY OF October A.D. 2020.

Olivia Mitchell W. Knotts
NOTARY PUBLIC
Olivia Mitchell W. Knotts
PRINT NAME:
NOTARY SEAL: NOTARY PUBLIC NORTH CAROLINA OLIVIA MITCHELL W. KNOTTS My Comm. Exp. 08-14-2023 Pender County

MORTGAGEE'S APPROVAL

GOLDEN POND FARMS, INC., HOLDER OF THAT CERTAIN MORTGAGE AS RECORDED IN OFFICIAL RECORDS BOOK 4791, PAGE 597, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, DOES HEREBY CONSENT AND AGREE TO THE PLATTING OF THE LANDS ENCOMPASSED IN THIS PLAT AND TO THE DEDICATION SHOWN HEREON.

DATE: November 2, 2020
MORTGAGEE: GOLDEN POND FARMS, INC.
WITNESS:
BY: Eric J. Parker
WITNESS:
TITLE: PRESIDENT

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY THAT ON THIS DAY THE FOREGOING WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☒ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 2nd DAY OF November, 2020, BY Eric J. Parker AS President, KNOWN BY ME TO THE PERSON HEREIN DESCRIBED AND ACKNOWLEDGED THAT HE/SHE EXECUTED THIS INSTRUMENT AS HIS/HER FREE ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THIS 2nd DAY OF November A.D. 2020.

NOTARY PUBLIC
PRINT NAME:
NOTARY SEAL: CHRISTOPHER J. JOHNSON MY COMMISSION # GG 149218 EXPIRES: November 13, 2021 Bonded Thru Notary Public Underwriters

SURVEYOR'S CERTIFICATE:

I DO HEREBY CERTIFY THAT THIS PLAT ENTITLED "BRIARWOOD PHASE 1" IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY MADE OF THE DESCRIBED LANDS, UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THIS PLAT AND SURVEY COMPLIES WITH ALL REQUIREMENTS AS SET FORTH IN CHAPTER 177, PART 1 - PLATTING OF THE FLORIDA STATUES.

SURVEYOR SEAL:

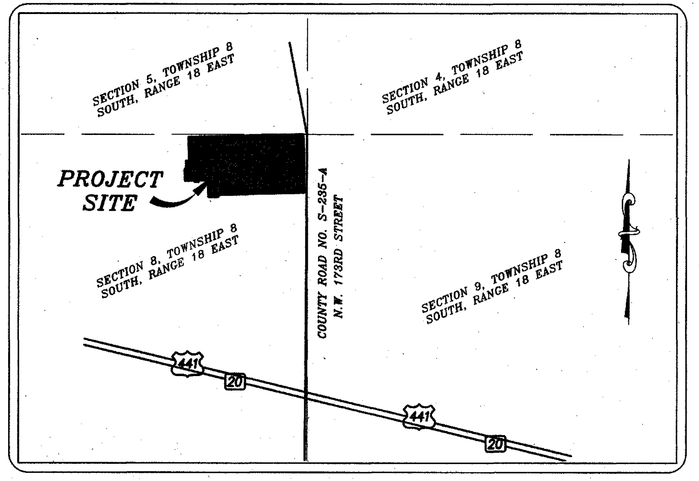
CHRISTOPHER J. HOWSON (LICENSE NO. LS6553)
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
JCH CONSULTING GROUP, INC (LICENSED BUSINESS NUMBER LB8071)
426 SW 15TH STREET
OCALA, FLORIDA 34471

PREPARED BY: JCH CONSULTING GROUP, INC. 426 SW 15TH STREET, OCALA, FL 34471

BRIARWOOD PHASE 1

A PORTION OF SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST
CITY OF ALACHUA
ALACHUA COUNTY, FLORIDA

VICINITY MAP:
NOT TO SCALE



SURVEYOR'S NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83), WITH 2011 ADJUSTMENT AS DERIVED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION VIRTUAL REFERENCE STATION NETWORK AND REFERENCED TO THE NORTH LINE OF SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA AS BEING N.88°33'42"E.
2. A 5/8 INCH DIAMETER IRON ROD WITH CAP NO. LB 8071 WILL BE SET AT EACH LOT CORNER AS REQUIRED BY CHAPTER 177, FLORIDA STATUTES WITHIN THE TIME ALLOTTED IN SUBSECTION 177.091(9), FLORIDA STATUTES.
3. CURRENT ZONING IS RSF-4 (RESIDENTIAL SINGLE FAMILY)
4. THERE IS A 10' WIDE PUBLIC UTILITY EASEMENT ("P.U.E.") ALONG THE FRONT OF EACH LOT AND EXCEPT AS OTHERWISE SHOWN ON THIS PLAT. EACH P.U.E. SHOWN OR NOTED ON THIS PLAT IS OR WILL BE SUBJECT TO THE DEVELOPER, OR ASSIGNS OF THE DEVELOPER, SEPARATELY GRANTING OFF-PLAT EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND OPERATION OF UTILITY LINES, MAINS, PIPES, CONDUITS AND OTHER FACILITIES SOLELY AND EXCLUSIVELY FOR (A) ANY CABLE SYSTEM OR CABLE SERVICE, MULTICHANNEL VIDEO PROGRAMMING SERVICE, INFORMATION SERVICE OR OTHER TELECOMMUNICATION SERVICE, MONITORING SERVICE, OR OTHER FORM OF WIRELINE OR WIRELESS COMMUNICATION SYSTEM OR SERVICE THAT MAY BE PROVIDED FROM TIME TO TIME BY DIGITAL COMMUNICATION MEDIA, ITS SUCCESSORS OR ASSIGNS, (B) ANY WATER SERVICE, WASTEWATER SERVICE OR RE-USE WATER SERVICE, AND (C) ANY ELECTRIC SERVICE, GAS SERVICE OR OTHER UTILITY SERVICE PROVIDED BY ANY PUBLIC UTILITY COMPANY OR GOVERNMENTAL AGENCY THAT MAY BE AUTHORIZED FROM TIME TO TIME BY THE DEVELOPER, ITS SUCCESSORS AND ASSIGNS, TO INSTALL UTILITY SYSTEMS OR FACILITIES WITHIN ANY SUCH P.U.E.. NO "PLATTED UTILITY EASEMENTS" ARE GRANTED OR CREATED BY THIS PLAT.
5. THIS PLAT CONTAINS EIGHT-FOUR (84) LOTS, ELEVEN (11) TRACTS AND 0.91 MILES OF ROAD.
6. ALL DISTANCES SHOWN HEREON ARE GROUND.
7. BUILDING SETBACKS FOR ALL LOTS ARE AS FOLLOWS: (UNLESS SHOWN OTHERWISE)
   FRONT = 20'
   REAR = 15'
   REAR (ACCESSORY) = 10'
   STREET SIDE = 12.5' (2.5' OVERHANG + 10' P.U.E.)
   SIDE = 7.5'
8. THE ERROR OF CLOSURE FOR THE BOUNDARY OF THIS PLAT DOES NOT EXCEED 1':10,000"
9. THIS PLAT IS 5 SHEETS IN TOTAL, AND ONE IS NOT COMPLETE WITHOUT THE OTHERS. FOR DEDICATION, AND ACKNOWLEDGEMENTS SEE SHEET 1. FOR BOUNDARY DETAIL, AND LEGAL DESCRIPTION SEE SHEET 2. FOR LOT DIMENSIONS SEE SHEETS 3, 4 & 5.
10. TRACTS "A1A", "A1B", "B", "B1A", "B1B" "C", "D1A", "D1B", "E" AND "F" SHOWN ON THIS PLAT ARE DRAINAGE, UTILITIES, ACCESS AND OPEN SPACE TRACTS. IF AND TO THE EXTENT HEREAFTER SPECIFICALLY AUTHORIZED IN WRITING BY THE DEVELOPER OR ITS DESIGNATED SUCCESSORS AND ASSIGNS, THE TRACTS MAY BE USED FOR CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT AND USE OF RECREATIONAL AND PARK FACILITIES, SIGNS, ENTRY FEATURES, WALLS, FENCES, BERMS, LANDSCAPING, LIGHTING, IRRIGATION AND DRAINAGE IMPROVEMENTS, POTABLE WATER DISTRIBUTION SYSTEM WASTEWATER COLLECTION FACILITIES SYSTEM, RE-USE WATER DISTRIBUTION SYSTEM, SIDEWALKS, PATHS AND PASSAGEWAYS FOR LOW-SPEED VEHICLES, GOLF CARS, GOLF CARTS, MOTORIZED DISABILITY ACCESS VEHICLES, UTILITY VEHICLES AND LANDSCAPE AND GOLF COURSE MAINTENANCE EQUIPMENT, AND FOR SUCH OTHER USES FOR PURPOSES AS MAY BE AUTHORIZED IN WRITING BY THE DEVELOPER OR ITS DESIGNATED SUCCESSORS AND ASSIGNS.
11. WATER AND SEWER SERVICE ARE BEING PROVIDED BY THE CITY OF ALACHUA.
12. LOCATION OF AMERICAN TELEPHONE AND TELEGRAPH COMPANY EASEMENT PER OFFICIAL RECORDS 392, PAGE 14 IS BASED ON SURFACE EVIDENCE MARKED BY UTILITY PROVIDER ON NOVEMBER 20, 2019 PER SUNSHINE 811 ONE-CALL TICKET #324907235.
13. THE FOLLOWING EASEMENTS ARE OFFSITE EASEMENTS TO BE RECORDED SIMULTANEOUSLY WITH THIS PLAT FOR THE BENEFIT OF BRIARWOOD PHASE 1:
    - UTILITY EASEMENT NO. 1 RECORDED IN OFFICIAL RECORDS BOOK 4830, PAGE 1472, PUBLIC RECORDS ALACHUA COUNTY, FLORIDA.
    - UTILITY EASEMENT NO. 2 RECORDED IN OFFICIAL RECORDS BOOK 4830, PAGE 1472, PUBLIC RECORDS ALACHUA COUNTY, FLORIDA.
    - TEMPORARY ACCESS EASEMENT NO. 1 RECORDED IN OFFICIAL RECORDS BOOK 4830, PAGE 1472, PUBLIC RECORDS ALACHUA COUNTY, FLORIDA.
    - DRAINAGE EASEMENT NO. 1 RECORDED IN OFFICIAL RECORDS BOOK 4830, PAGE 1472, PUBLIC RECORDS ALACHUA COUNTY, FLORIDA.
    - DRAINAGE EASEMENT NO. 2 RECORDED IN OFFICIAL RECORDS BOOK 4830, PAGE 1472, PUBLIC RECORDS ALACHUA COUNTY, FLORIDA.
    - DRAINAGE EASEMENT NO. 3 RECORDED IN OFFICIAL RECORDS BOOK 4830, PAGE 1472, PUBLIC RECORDS ALACHUA COUNTY, FLORIDA.
    - DRAINAGE EASEMENT NO. 4 RECORDED IN OFFICIAL RECORDS BOOK 4830, PAGE 1472, PUBLIC RECORDS ALACHUA COUNTY, FLORIDA.
14. THE LIFT STATION TRACT SERVING BRIARWOOD PHASE 1 IS RECORDED BY SPECIAL WARRANTY DEED IN OFFICIAL RECORDS BOOK 4830 PAGE 1485, PUBLIC RECORDS ALACHUA COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATE:

I DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY WITH THE PLATTING REQUIREMENTS PURSUANT TO CHAPTER 177, PART 1, FLORIDA STATUTES AND THAT THIS PLAT COMPLIES WITH STANDARDS OF PRACTICE REQUIREMENTS OF SAID PART 1 PLATTING CHAPTER. HOWEVER MY REVIEW AND CERTIFICATION DOES NOT INCLUDE COMPUTATION OR FIELD VERIFICATION OF ANY POINTS OR MEASUREMENTS.

SURVEYOR SEAL:

ROBERT W. GRAVER P.S.M. 4239
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 3298643 5 PG(S)
November 19, 2020 02:29:24 PM
Book 37 Page 33
J.K. JESS IRBY, ESQ. Clerk Of Court
ALACHUA COUNTY, Florida

PLAT BOOK 37 PAGE 33
SHEET 1 OF 5

OWNER'S CERTIFICATION AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT TROON CREEK, LLC., A FLORIDA LIMITED LIABILITY COMPANY, FEE SIMPLE OWNER OF THE LAND DESCRIBED AND PLATTED HEREIN AS "BRIARWOOD PHASE 1", BEING IN THE CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA HAS CAUSED SAID LANDS TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DOES HEREBY DEDICATE AND DECLARE AS FOLLOWS: ALL STREETS AND RIGHTS-OF-WAY, STORMWATER AND DRAINAGE EASEMENTS SHOWN ON THIS PLAT ARE HEREBY DEDICATED PUBLICLY TO "CITY OF ALACHUA, A MUNICIPALITY IN ALACHUA COUNTY, FLORIDA".

TRACT A IS HEREBY DEDICATED PUBLICLY FOR ADDITIONAL RIGHTS-OF-WAY TO BE CONVEYED IN FEE SIMPLE AND MAINTAINED BY "CITY OF ALACHUA, A MUNICIPALITY IN ALACHUA COUNTY, FLORIDA".

TRACTS "A1A", "A1B", "B", "B1A", "B1B" "C", "D1A", "D1B", "E" AND "F" ARE RESERVED AS LANDSCAPE; RECREATION; INGRESS, EGRESS, MAINTENANCE, DRAINAGE AND UTILITY EASEMENTS AND ARE HEREBY DEDICATED AND CONVEYED IN FEE SIMPLE AND TO BE MAINTAINED BY THE "BRIARWOOD HOMEOWNERS ASSOCIATION OF ALACHUA, INC" ESTABLISHED FOR THIS COMMUNITY.

WITNESSES:
WITNESS SIGNATURE
PRINT NAME: Robert P. O'Linn
WITNESS SIGNATURE
PRINT NAME: Brianna T. Miller

DEVELOPER AND OWNER:
TROON CREEK, LLC., A FLORIDA LIMITED LIABILITY COMPANY

By:
CRAIG J. ROUHIER, MANAGER
DEVELOPER'S ADDRESS:
405 CINNAMON OAK COURT
LAKE MARY, FL 32746

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF ~~ALACHUA~~ Orange

THE FOREGOING OWNER'S CERTIFICATION AND DEDICATION WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☒ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 21st DAY OF October, 2020 BY CRAIG J. ROUHIER, AS MANAGER OF TROON CREEK, LLC., A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY. HE IS PERSONALLY KNOWN TO ME.

NOTARY PUBLIC
Caroline Medal
PRINT NAME:
NOTARY SEAL: Notary Public State of Florida Caroline Medal My Commission HH 012883 Expires 09/21/2024

CERTIFICATE OF APPROVAL BY THE CITY COMMISSION OF THE CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

THIS IS TO CERTIFY THAT ON Nov 9th 2020, THE FOREGOING PLAT WAS APPROVED BY THE CITY COMMISSION OF THE CITY OF ALACHUA, FLORIDA

MAYOR

ATTEST:
CITY MANAGER
FILED FOR RECORD ON

CERTIFICATE OF APPROVAL BY THE ATTORNEY FOR THE CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

11/9/2020
EXAMINED ON

AND APPROVED AS TO ITS LEGAL FORM AND SUFFICIENCY BY:

CITY ATTORNEY

CERTIFICATE OF APPROVAL BY THE COUNTY HEALTH DEPARTMENT

November 2nd, 2020
EXAMINED ON

AND APPROVED BY:

COUNTY HEALTH DEPARTMENT

RECEIVED AND FILED

RECEIVED AND FILED FOR RECORD ON THIS 10th DAY OF NOV. A.D. 2020

J.K. "Jess" Irby, ESQ.
CLERK OF THE COURT
BY: Amanda K. Romini
10th NOV. 2020
DATE

3297661 Page 12 of 25

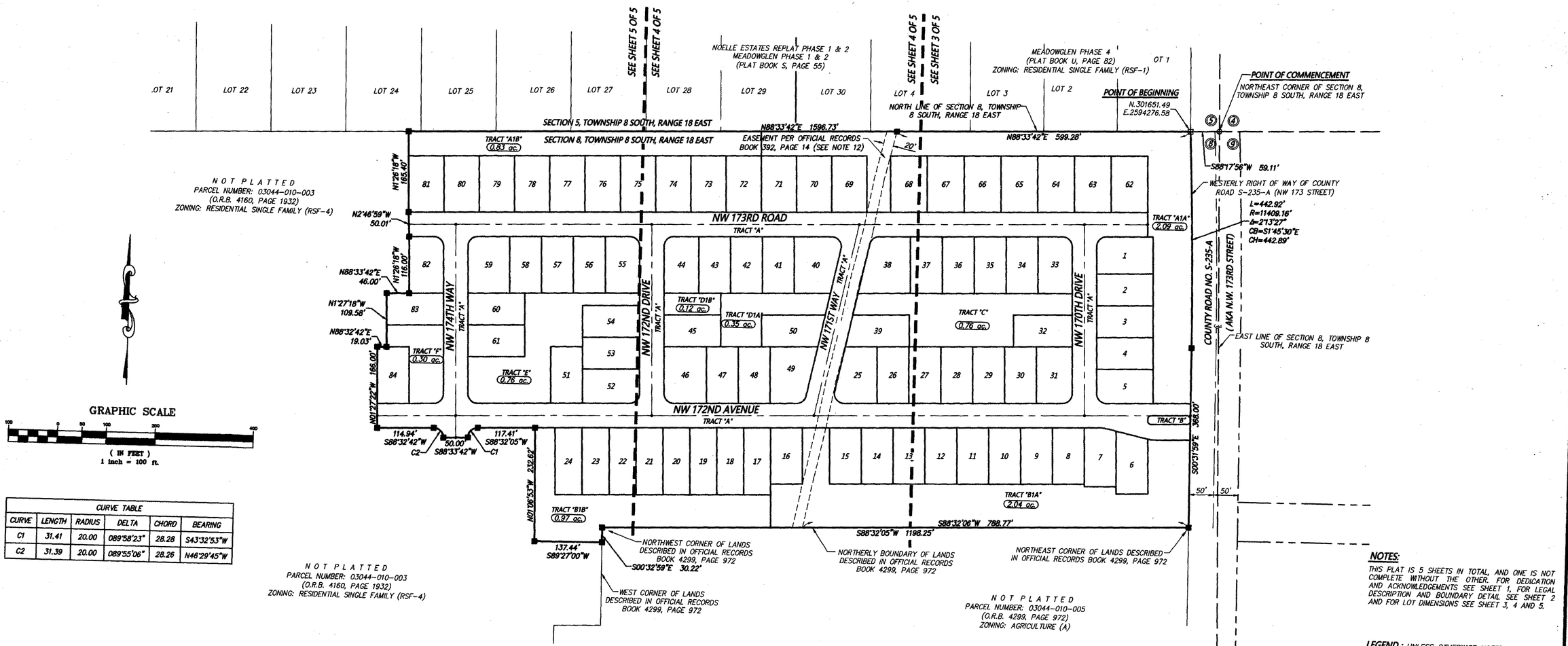
EXHIBIT B - BRIARWOOD PHASE 1 SUBDIVIDERS AGREEMENT

JCH
CONSULTING GROUP, INC.
LAND DEVELOPMENT + SURVEYING & MAPPING
PLANNING + ENVIRONMENTAL + G.I.S.
426 SW 15TH STREET, OCALA, FLORIDA 34471
PHONE (352) 405-1482 FAX (888) 272-8335 www.JCHcg.com
CERTIFICATE OF AUTHORIZATION - L.B. 8071

BRIARWOOD PHASE 1

A PORTION OF SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST
CITY OF ALACHUA
ALACHUA COUNTY, FLORIDA

PLAT BOOK 37 PAGE 34
SHEET 2 OF 5



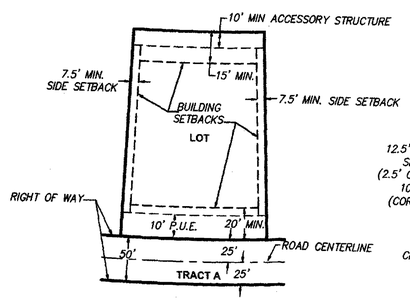
GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

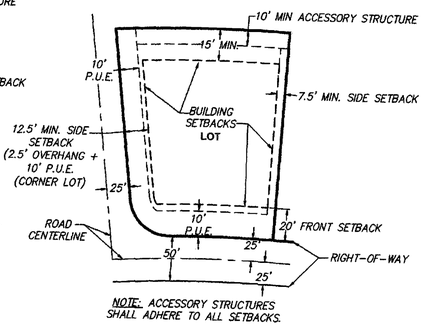
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	31.41	20.00	089°58'23"	28.28	S43°32'53"W
C2	31.39	20.00	089°55'06"	28.26	N46°29'45"W

TYPICAL EASEMENTS & SETBACKS:



NOTE: ACCESSORY STRUCTURES SHALL ADHERE TO ALL SETBACKS.

TYPICAL EASEMENT & SETBACKS: TYPICAL CORNER LOT



NOTE: ACCESSORY STRUCTURES SHALL ADHERE TO ALL SETBACKS.

LEGAL DESCRIPTION:

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

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 8; THENCE ALONG THE NORTH LINE OF SAID SECTION 8, S.88°17'56"W., 59.11 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. S-235-A (NW 173 STREET) A 100' PUBLIC RIGHT OF WAY; THENCE DEPARTING SAID NORTH LINE OF SECTION 8, ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: 1) ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 11409.16 FEET, A CENTRAL ANGLE OF 02°13'27", AND A CHORD BEARING AND DISTANCE OF S.01°45'30"E., 442.89 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 442.92 FEET TO A POINT OF TANGENCY; 2) THENCE S.00°31'59"E., 368.00 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4299, PAGE 972 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY, ALONG THE NORTH BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4299, PAGE 972, S.88°32'05"W., 1,198.23 FEET TO THE NORTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4299, PAGE 972; THENCE DEPARTING SAID NORTH BOUNDARY, ALONG WEST BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4299, PAGE 972 S.00°32'59"E., 30.22 FEET; THENCE DEPARTING SAID WEST BOUNDARY, S.89°27'00" W., 137.44 FEET; THENCE N.01°06'53"W., 232.62 FEET; THENCE S.88°32'05" W., 117.41 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89°58'23", AND A CHORD BEARING AND DISTANCE OF S.43°32'53"W., 28.28 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 31.41 FEET TO A POINT OF TANGENCY; THENCE S.88°33'42"W., 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89°55'06", AND A CHORD BEARING AND DISTANCE OF N.46°29'45"W., 28.26 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 31.39 FEET TO THE END OF SAID CURVE; THENCE S.88°32'42"W., 114.94 FEET; THENCE N.01°27'22"W., 166.00 FEET; THENCE N.88°32'42"E., 19.03 FEET; THENCE N.01°27'18"W., 109.58 FEET; THENCE N.88°33'42"E., 46.00 FEET; THENCE N.01°26'18"W., 116.00 FEET; THENCE N.02°46'59"W., 50.01 FEET; THENCE N.01°26'18"W., 165.40 FEET TO A POINT ON THE NORTH LINE OF AFOREMENTIONED SECTION 8; THENCE ALONG SAID NORTH LINE N.88°33'42"E., 1,596.73 FEET TO THE POINT OF BEGINNING, SAID LANDS CONTAINING 29.02 ACRES, MORE OR LESS.

NOTES:

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LEGEND: UNLESS OTHERWISE NOTED

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PLS	= PROFESSIONAL LAND SURVEYOR
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◎	= PERMANENT CONTROL POINT SET NAIL & DISC NO. LB 8071
●	= FOUND 5/8" IRON ROD & CAP (AS NOTED)

PREPARED BY: JCH CONSULTING GROUP, INC. 426 SW 15TH STREET, OCALA, FL 34471

EXHIBIT B - BRIARWOOD PHASE 1 SUBDIVIDERS AGREEMENT

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CERTIFICATE OF AUTHORIZATION - L.B. 8071

BRIARWOOD PHASE 1

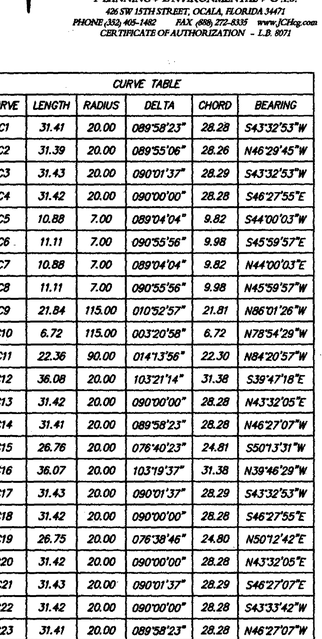
A PORTION OF SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST
CITY OF ALACHUA
ALACHUA COUNTY, FLORIDA

PLAT BOOK 37 PAGE 35
SHEET 3 OF 5

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 inch = 40 ft.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	31.41	20.00	089°58'23"	28.28	S43°32'53"W
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C25	31.41	20.00	089°59'00"	28.28	N43°33'12"E

LINE TABLE		
LINE	BEARING	LENGTH
L1	N77°13'59"W	15.81
L2	N77°13'59"W	60.29



DETAIL "A"
SCALE 1"=30'



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BUILDING SETBACKS :
SEE TYPICAL EASEMENT & SETBACKS ON SHEET 2

PREPARED BY: JCH CONSULTING GROUP, INC. 426 SW 15TH STREET, OCALA, FL 34471

3297661 Page 14 of 25

EXHIBIT B - BRIARWOOD PHASE 1 SUBDIVIDERS AGREEMENT

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CERTIFICATE OF AUTHORIZATION - L.B. 8071

BRIARWOOD PHASE 1

A PORTION OF SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST
CITY OF ALACHUA
ALACHUA COUNTY, FLORIDA

PLAT BOOK 37 PAGE 36
SHEET 4 OF 5

GRAPHIC SCALE
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(IN FEET)
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CURVE TABLE					
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BUILDING SETBACKS:
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PREPARED BY: JCH CONSULTING GROUP, INC. 426 SW 15TH STREET, OCALA, FL 34471

3297661 Page 15 of 25

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BRIARWOOD PHASE 1

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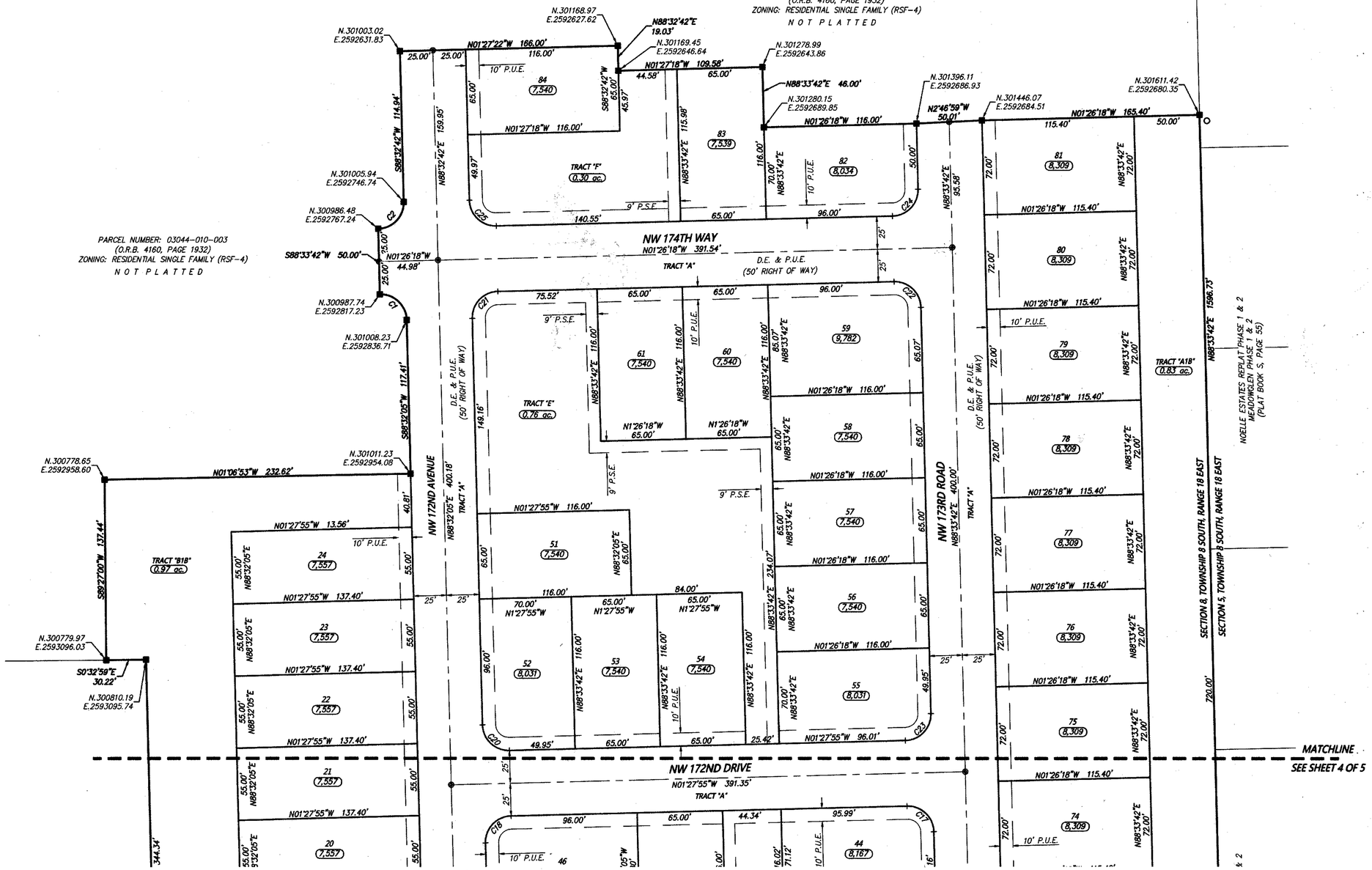
PLAT BOOK 37 PAGE 37
SHEET 5 OF 5

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BUILDING SETBACKS :
SEE TYPICAL EASEMENT & SETBACKS ON SHEET 2

PREPARED BY: JCH CONSULTING GROUP, INC. 426 SW 15TH STREET, OCALA, FL 34471

RECEIV
NOV 0 2 20
BY:

CERTIFICATE OF CONCURRENCY COMPLIANCE FOR BRIARWOOD PHASE 1

This Certificate of Concurrency Compliance ("Certificate") is hereby issued to TROON CREEK LLC a Florida Corporation ("Developer") by CITY OF ALACHUA, FLORIDA ("City") this 9th day of November, 2020.

RECITALS

WHEREAS, the developer is developing a residential subdivision in the CITY known as BRIARWOOD PHASE 1 (the "Project"), legally described in attached Exhibit "A";

WHEREAS, the DEVELOPER has secured a Subdividers Agreement for Briarwood Phase 1 from the City for the Project as part of the City's site specific requirements for applications for Development permits for the subdivision as further set forth in Section 2.4.10(G)(4) of the City's Land Development Regulations (the "LDRs");

WHEREAS, the LDRs provide in Article 2, Section 2.4.14 for the issuance of a certificates of concurrency compliance by the City as to provide a mechanism for reviewing applications for development approval to ensure that no development order is issued unless there is adequate public facility capacity for roads, sanitary sewer, solid waste, stormwater management, potable water, or recreation, or public school facilities. This review is part of a regulatory program of the City to ensure that the adopted level of service standard for each public facility is available to serve development concurrent with the impacts of development;

WHEREAS, Section 2.4.14, requires that a project have one or more of the following land development permits in order to be eligible for issuance of a Certificate of Concurrency Compliance;

WHEREAS, the Project is zoned Residential Single Family – 4 ("RSF-4");

WHEREAS, the Project has an approved preliminary plat approval for a residential subdivision contemplating construction of 84 residential units;

WHEREAS, the Project is now ready to proceed to Final Plat for Phase, the 84 units;

WHEREAS, the Developer intends to immediately initiate construction on Briarwood Phase 1;

WHEREAS, the Developer of the Project agrees to submit payment for sewer connection fees as determined in the City's Capital Facilities charges as those fees exist prior to the final inspection of each residential unit;

WHEREAS, the Developer of the Project further agrees to submit payment for water connection fees for the Project as determined by the City's Capital Facilities charges exist prior to the final inspection of each residential unit; and

WHEREAS, the City has determined that adequate water and wastewater capacity exists to serve Briarwood Phase 1.

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

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

WHEREAS, the Developer acknowledges that this Certificate constitutes a regulatory agreement required as part of the process for the issuance of Development permits for the Project and, as such, Developer has no claim for monetary damages against the City in the event of any dispute regarding this Agreement, Developer's sole remedy for any dispute in any way relating to this Certificate is an action for declaratory relief, and nothing in this Certificate expressed or implied waives or should be construed to as a waiver or attempted waiver by the City of its sovereign immunity under the Florida Constitution and the laws of the State of Florida;

NOW THEREFORE, BASED UPON THE FOREGOING RECITALS, findings of fact and conclusion of law, the City issues this Certificate of Concurrency subject to the following conditions of issuance:

1. The above recitals are true and correct and are incorporated into this Certificate by reference.

2. The City will reserve 21,000 gallons per day (84 lots x 250 gallons per day) of wastewater capacity for the 84 units proposed in Briarwood Phase 1. This capacity reservation is intended solely for residential uses to be constructed within the Project as defined by applicable development permits including, but not limited to construction plans and subdividers agreement, on file with the City.

3. The City will reserve 23,100 gallons per day (84 lots x 275 gallons per day) of water capacity for the 84 units proposed in Briarwood Phase 1 as defined by applicable development permits including but not limited to, construction plans and subdividers agreement, on file with the City.

4. The City will reserve the following trips of traffic capacity for the 84 units proposed in Briarwood Phase 1 as defined by applicable development permits, including construction plans and subdividers agreement, on file with the City: 793 Average Annual Daily Trips ("AADT") and 83 Peak Hour Trips along CR 235- A (north of US Highway 441); 501 AADT and 45 Peak Hour Trips along US Highway 441(from SR 235 to North City Limits).

5. The City will reserve 1.05 acres (2.5 persons per household x 84 units x 5 acres per

1,000 persons) of recreation capacity for the 84 units proposed in Briarwood Phase 1 as defined by applicable development permits, including but not limited to the construction plans and subdividers agreement, on file with the City.

6. The City will reserve 153.3 tons per year (0.73 tons per capita per year x 2.5 persons per household x 84 units) of solid waste capacity for the 84 units proposed in Briarwood Phase 1 as defined by applicable development permits on file, including but not limited to, construction plans and subdividers agreement, on file with the City.

7. The City will reserve twelve (12) student stations in the Alachua School Concurrency Service Area (ACSA) for elementary schools, five (5) student stations in the Alachua SCSA for middle schools, and seven (7) student stations in the Alachua SCSA for high schools, for Briarwood Phase 1.

8. This Certificate shall remain in effect for a period of one hundred and eighty days (180) from the date of the approval of the Subdividers Agreement between the parties hereto ("Subdividers Agreement") by the City Commission of the City of Alachua.

9. It is the intent of the City and Developer that this Certificate be incorporated into and considered a part of the Subdivider's Agreement executed by the Developer and City for the Project dated the 9th day of November, 2020. Failure to comply with the term of that Subdivider's Agreement shall result in the termination of the reservations in this Certificate.

10. This Certificate shall not be construed to be an absolute guarantee for the reservations should events occur which are outside the control of the City.

THIS CERTIFICATE OF CONCURRENCY COMPLIANCE IS ISSUED this 9th day of November, 2020, and is subject to the terms and findings as stated herein.

Attest:

Adam Boukari, City Manager/ City Clerk

CITY OF ALACHUA

By:

The Hon. Gib Coerper, Mayor

STATE OF FLORIDA
COUNTY OF ALACHUA

THE FOREGOING Certificate of Concurrency Compliance for Briarwood Phase 1 was acknowledged before ~~me~~ this 9 day of November, 2020, by Gib Coerper, who is personally known to me or who produced _____ as identification.

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

LEANNE WILLIAMS
Commission # GG 191426
Expires July 1, 2022
Bonded Thru Budget Notary Services

Approved as to form:

Marian B. Rush, City Attorney

SIGNATURES CONTINUED ON NEXT PAGE

Witnesses:

DEVELOPER: Troon Creek LLC

By: _____
Craig J. Rouhier, Jr. Manager

STATE OF FLORIDA
COUNTY OF Alachua

THE FOREGOING Certificate of Concurrency Compliance for Briarwood Phase 1 was acknowledged before me this 2nd day of November, 2020, by Craig J. Rouhier, Jr. who is personally known to me or who produced _____ as identification.

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

CARL L. JOHNSON
MY COMMISSION # GG 149216
EXPIRES: November 13, 2021
Bonded Thru Notary Public Underwriters

CARL L. JOHNSON
MY COMMISSION # GG 149216
EXPIRES: November 13, 2021
Bonded Thru Notary Public Underwriters

TAX PARCEL NUMBERS:

Alachua County Tax Parcels:
03044-011-001, 03044-011-002, 03044-011-003 and 03044-010-003

LEGAL DESCRIPTION:

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

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 8; THENCE ALONG THE NORTH LINE OF SAID SECTION 8, S.88°17'56"W., 59.11 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. S-235-A (NW 173 STREET) A 100' PUBLIC RIGHT OF WAY; THENCE DEPARTING SAID NORTH LINE OF SECTION 8, ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: 1) ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 11409.14 FEET, A CENTRAL ANGLE OF 02°13'27", AND A CHORD BEARING AND DISTANCE OF S.01°45'30"E., 442.89 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 442.92 FEET TO A POINT OF TANGENCY; 2) THENCE S.00°31'59"W., 368.00 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4299, PAGE 972 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY, ALONG THE NORTH BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4299, PAGE 972, S.88°32'05"W., 1,198.23 FEET TO THE NORTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4299, PAGE 972; THENCE DEPARTING SAID NORTH BOUNDARY, ALONG WEST BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4299, PAGE 972 S.00°32'59" E., 30.22 FEET; THENCE DEPARTING SAID WEST BOUNDARY, S.89°27'00" W., 137.44 FEET; THENCE N.01°06'53" W., 232.62 FEET; THENCE S.88°32'05" W., 117.41 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89°58'23", AND A CHORD BEARING AND DISTANCE OF S.43°32'53" W., 28.28 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 31.41 FEET TO A POINT OF TANGENCY; THENCE S.88°33'42" W., 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89°55'06", AND A CHORD BEARING AND DISTANCE OF N.46°29'45" W., 28.26 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 31.39 FEET TO THE END OF SAID CURVE; THENCE S.88°32'42" W., 114.94 FEET; THENCE N.01°27'22" W., 166.00 FEET; THENCE N.88°32'42" E., 19.03 FEET; THENCE N.01°27'18" W., 109.58 FEET; THENCE N.88°33'42" E., 46.00 FEET; THENCE N.01°26'18" W., 116.00 FEET; THENCE N.02°46'59" W., 50.01 FEET; THENCE N.01°26'18" W., 165.40 FEET TO A POINT ON THE NORTH LINE OF AFOREMENTIONED SECTION 8, THENCE ALONG SAID NORTH LINE N.88°33'42" E., 1,596.73 FEET TO THE POINT OF BEGINNING, SAID LANDS CONTAINING 29.02 ACRES, MORE OR LESS.

SPRUCE CREEK
Civil Engineering, Inc

1982 State Road 44 • Suite 360
New Smyrna Beach, FL 32168

Estimate of Probable Costs

Developer:
Craig Rouhier
Troon Development, LLC
405 Cinnamon Oak Ct.
Lake Mary, FL 32746

Project Name: **Briarwood Subdivision Phase 1**
Date: **28-Sep-20**
Below is the engineer's estimate of probable costs for Phase 1 consisting of 84 single family lots.

Description of Work		Cost
Clearing, Erosion Control, grass and Earthwork	$	370,700.49
Concrete Work (Sidewalks, curbs, etc.)	$	265,705.00
Onsite Paving and CR-235A Paving	$	794,476.52
Storm Structures, Pipe and Weirs	$	342,541.43
Sanitary Sewer System Including Lift Station	$	1,189,700.14
Potable Water System	$	357,418.92
Landscape and hardscape	$	122,700.00
Total Estimated Cost	**$**	**3,443,242.50**

September 28, 2020
David F. Glunt, PE
FL PE No. 57459
Managing Partner

Briarwood Phase 1 Subdivision Estimate of Construction Costs
Prepared by Spruce Creek Civil Engineering, Inc

SPRUCE CREEK
Civil Engineering, Inc

28-Sep-20

Description	Unit	Quantity	Price/Unit	Total
Clearing, Erosion Control, Grass and Earthwork				
Silt Fence	LF	21,652	$ 1.75	$ 37,891
Clearing/Disk Site	AC	16	$ 4,250.00	$ 68,000
Cut to Onsite (Excavation)	CY	30,970	$ 3.65	$ 113,041
Seed/Mulch	SY	99,367	$ 0.47	$ 46,702
Sod Pond Slopes only with Bahia Sod	SY	30,031	$ 2.75	$ 82,585
Bahia Sod for restoration only	SY	5,975	$ 2.75	$ 16,431
2' Bahia Sod Behind Curb	SY	2,200	$ 2.75	$ 6,050
Clearing and Earthwork Subtotal				**$ 370,700.49**
Concrete Work (Sidewalks, curbs, etc.)				
ADA Ramps	EA	27	$ 1,175.00	$ 31,725
5' Sidewalk(Common Area Only)	LF	2,075	$ 22.50	$ 46,688
5' Sidewalk(Off-site Only)	LF	2,150	$ 22.50	$ 48,375
Type 'A' Median Curb	LF	220	$ 17.50	$ 3,850
Type 'F' Curb and Gutter	LF	9,315	$ 14.50	$ 135,068
Concrete Subtotal				**$ 265,705.00**
Onsite Paving and CR-235A Paving				
12" Stabilized Subgrade	SY	16,700	$ 5.75	$ 96,025
8" Limerock Base	SY	13,500	$ 11.98	$ 161,730
1.5" Type Sp 9.5 Asphalt in One Lift	SY	13,500	$ 14.04	$ 189,540
Striping and Signs	LS	1	$ 16,675.20	$ 16,675
OFF-SITE PAVING				
12" Stabilized Sub-grade	SY	4,325	$ 7.95	$ 34,384
10" Limerock Base	SY	3,552	$ 15.48	$ 54,985
2" SP 12.5 Asphalt	SY	3,552	$ 18.29	$ 64,966
1.5" FC 9.5 Asphalt Overlay	SY	5,878	$ 17.11	$ 100,573
1.5" Milling	SY	2,330	$ 6.20	$ 14,446
Striping and Signage	LS	1	$ 18,702.95	$ 18,703
Grading	LS	1	$ 15,500.00	$ 15,500
Bahia Sod for Restoration	SY	9,800	$ 2.75	$ 26,950
Paving Subtotal				**$ 794,476.52**
Sanitary Sewer				
8" SDR 26 PVC Gravity Sewer Main 0-6'	LF	22	$ 19.17	$ 422
8" SDR 26 PVC Gravity Sewer Main 6-8'	LF	1,529	$ 23.42	$ 35,809
8" SDR 26 PVC Gravity Sewer Main 8-10'	LF	3,202	$ 27.37	$ 87,639
8" SDR 26 PVC Gravity Sewer Main10-12'	LF	200	$ 31.92	$ 6,384
Connect to Existing Manhole	EA	1	$ 7,850.00	$ 7,850
Single Services	EA	109	$ 484.81	$ 52,844

Open Cut and Repair	SY	50	$ 85.00	$	4,250
Sanitary Sewer Manhole 0-6' Lined	EA	1	$ 10,866.85	$	10,867
Sanitary Sewer Manhole 6-8' Lined	EA	6	$ 11,772.98	$	70,638
Sanitary Sewer Manhole 8-10' Lined	EA	16	$ 13,740.81	$	219,853
Sanitary Sewer Manhole 10-12' Lined	EA	1	$ 14,806.21	$	14,806
Dewatering	LF	4,953	$ 10.50	$	52,007
Lift Station Complete	LS	1	$ 357,653.25	$	357,653
6" PVC Forcemain	LF	6,270	$ 18.75	$	117,563
8" Plug Valve	EA	1	$ 3,550.55	$	3,551
6" Plug Valve	EA	4	$ 2,964.90	$	11,860
Air Release Valve	EA	3	$ 4,901.18	$	14,704
Stabilized Roadway	SY	8,225	$ 5.75	$	47,294
8" Directional Drill	LF	646	$ 114.10	$	73,709
Sanitary Sewer Subtotal				**$**	**1,189,700.14**
Storm Drainage					
Dewater Storm	LF	3,001	$ 10.50	$	31,511
12" HDPE	LF	174	$ 19.60	$	3,410
15" HDPE	LF	1,003	$ 25.10	$	25,175
18" HDPE	LF	1,246	$ 28.99	$	36,122
24" HDPE	LF	157	$ 45.36	$	7,122
14"x23" ERCP	LF	210	$ 55.88	$	11,735
Single Closed Flume Curb Inlet	EA	4	$ 4,950.00	$	19,800
Double Closed Flume Curb Inlet	EA	6	$ 5,150.00	$	30,900
Manhole	EA	1	$ 2,780.88	$	2,781
14' Wide Earthen Weir	EA	1	$ 3,750.00	$	3,750
5' Wide Earthen Weir	EA	2	$ 1,250.00	$	2,500
V' Notch Earthen Weir	EA	10	$ 1,250.00	$	12,500
24" U-Endwall	EA	2	$ 3,550.00	$	7,100
18" U-Endwall	EA	9	$ 2,750.00	$	24,750
15" U-Endwall	EA	1	$ 2,550.00	$	2,550
12" MES	EA	2	$ 995.00	$	1,990
14"x23" MES	EA	10	$ 1,750.00	$	17,500
Type P-1 Curb Inlet	EA	9	$ 6,029.70	$	54,267
Type P-3 Curb Inlet	EA	2	$ 6,239.21	$	12,478
Type P-4 Curb Inlet	EA	3	$ 5,935.95	$	17,808
Type 'C' DBI	EA	6	$ 2,798.82	$	16,793
Storm Sewer Subtotal				**$**	**342,541.43**
Water Main					
8"x8" Wet Tap	EA	2	$ 5,734.58	$	11,469
8" PVC Watermain	LF	5,515	$ 23.01	$	126,900
Fittings & Restraints - Water	LS	1	$ 60,611.29	$	60,611
FH Assemblies	EA	4	$ 5,364.67	$	21,459
8" Gate Valves	EA	25	$ 2,098.14	$	52,454
Temp Jumper	EA	1	$ 1,395.00	$	1,395
Single Services	EA	18	$ 852.53	$	15,346
Double Services	EA	33	$ 1,549.11	$	51,121
2" Waterline to Lift Station	LF	980	$ 12.00	$	11,760
2" Blow Off	EA	3	$ 1,634.99	$	4,905
Potable Water Subtotal				**$**	**357,419**

Landscape and Hardscape					
PVC Fence	LF	1,780	$ 15.00	$	26,700
Split Rail Fence	LF	800	$ 10.00	$	8,000
Columns	EA	8	$ 1,000.00	$	8,000
Well	LS	1	$ 25,000.00	$	25,000
Sign	LS	1	$ 20,000.00	$	20,000
Landscape/Irrigation	LS	1	$ 35,000.00	$	35,000
Landscape and Hardscape Subtotal				**$**	**122,700**

Total	**$**	**3,443,242.50**

Commission Agenda Item

MEETING DATE: 11/15/2021
SUBJECT: Phasing Schedule Adjustment for Tara Baywood Preliminary Plat: A request by Logan Peters, P.E., of JBPro, Inc., applicant and agent for Tara Baywood, property owner, for consideration of phasing schedule adjustment for the preliminary plat for the Tara Baywood Subdivision, which proposes the subdivision of a ±36.37 acre subject property into 211 lots. Tax Parcel Number 03067-063-000.
PREPARED BY: Adam Hall, AICP, Planner

RECOMMENDED ACTION:
Staff recommends that the City Commission approve the alternative phasing schedule for the Tara Baywood Preliminary Plat.

Summary

This application is a request by Logan Peters, P.E., of JBPro Inc., applicant and agent for Tara Baywood, LLC, property owner, for consideration of a phasing schedule adjustment for the preliminary plat of the Tara Baywood Preliminary Plat.

The Preliminary Plat for Tara Baywood was approved by the City Commission on June 8, 2020. The applicant is requesting that the phase lines be modified from the original approved preliminary plat that would optimize the layout and design of the approved preliminary plat phases. The configuration and number of lots of the preliminary plat is not changing- the only difference is the configuration of the phases. Construction plans and final plats may be submitted for multiple phases.

The subject property consists of Parcel Number 03067-063-000, and is located north of the Lowe's Home Improvement store at 15910 NW 144th Street, and west of the the Baywood subdivision.

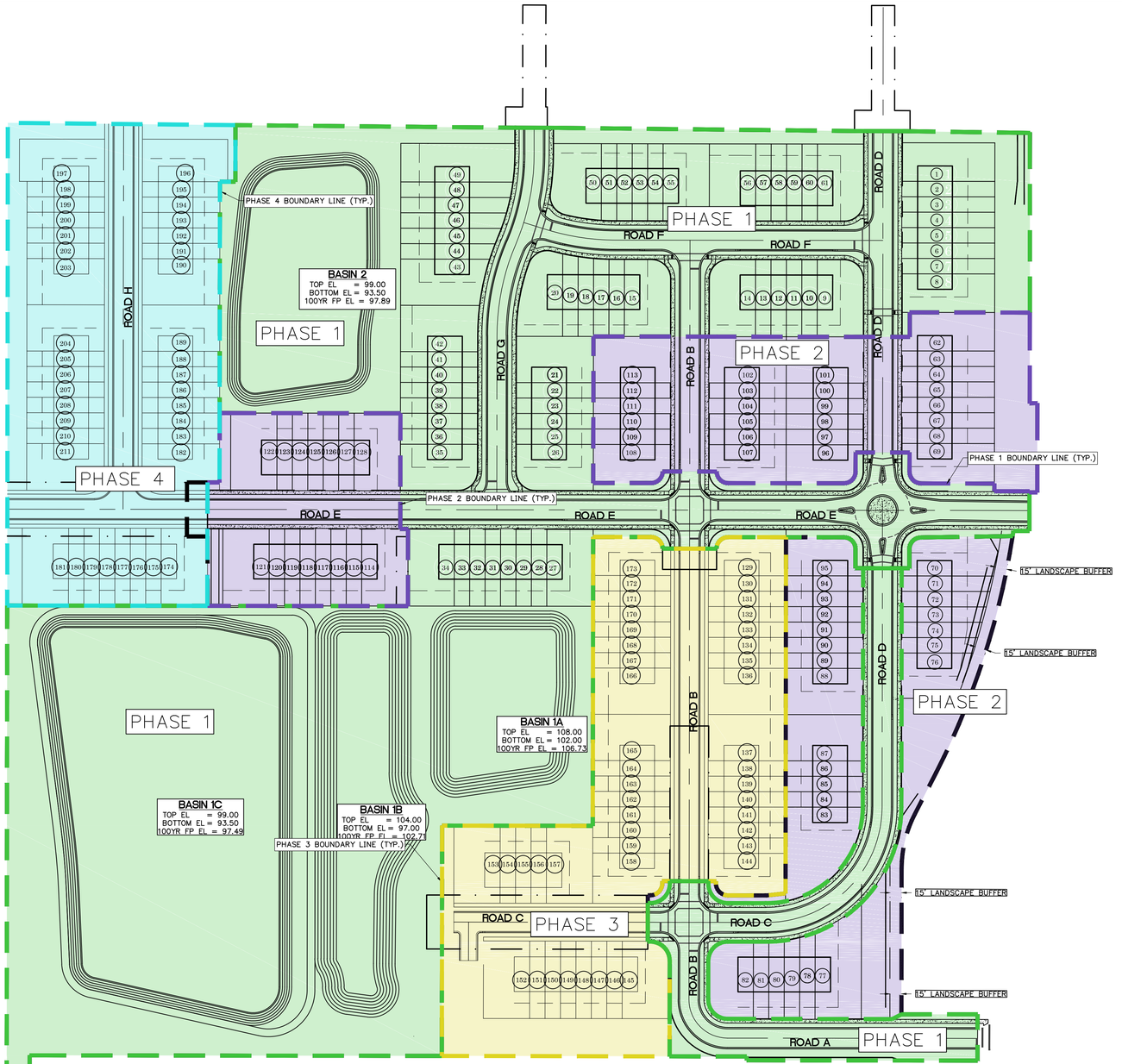
If approved, construction plans will be required to demonstrate that all public utilities can be provided for in an acceptable manner for each phase. Once construction plans are approved, the application for Final Plat and Subdivider's Agreement will return to the City Commission for consideration.

FINANCIAL IMPACT: No

ATTACHMENTS:

Description

- Proposed Alternative Phasing Plan for Tara Baywood
- June 8, 2020 City Commission Minutes
- Previously Approved Phasing Plan for Tara Baywood



PHASE 1	61 LOTS
PHASE 2	67 LOTS
PHASE 3	45 LOTS
PHASE 4	38 LOTS

N

80 40 0 80 160 240

SCALE 1" = 80'

REVISIONS

NO.	DATE	DESCRIPTION	DRWN	APPR

ENGINEER OF RECORD: LOGAN B. PETERS, P.E. FLORIDA LICENSE NO. 88516

PRELIMINARY NOT FOR CONSTRUCTION

THIS DOCUMENT IS ISSUED FOR THE PURPOSE OF REVIEW ONLY AND IS NOT INTENDED FOR FINAL PERMITTING, BIDDING, OR CONSTRUCTION PURPOSES.

JBPro
CIVIL ENGINEERING | LAND PLANNING
SURVEYING | CONSTRUCTION SERVICES

3530 NW 43rd Street | Gainesville, Florida 32606
4420 US-1 S, Suite 1 | St. Augustine, Florida 32086

Gainesville: (352) 375-8999 | St. Augustine: (904) 789-8999
Toll Free: (844) Go-JBPro | E-mail: contact@jbpro.com

SHEET TITLE: REVISED MASTER PHASING PLAN

CLIENT: TARA BAYWOOD, LLC GAINESVILLE, FL

PROJECT: TARA BAYWOOD PHASE 1 & 2

DATE: OCTOBER 2021

PROJECT NO: 398-21-02

SHEET NO: C2.0

City of ALACHUA

THE GOOD LIFE COMMUNITY

Regular City Commission Meeting
Minutes
June 8, 2020

Mayor Gib Coerper
Vice Mayor Robert Wilford
Commissioner Shirley Green Brown
Commissioner Gary Hardacre
Commissioner Dayna Miller

City Manager Adam Boukari
City Attorney Marian Rush

The City Commission will conduct a

Regular City Commission Meeting
At 6:00 PM
to address the item(s) below.

Meeting Date: June 8, 2020

Meeting Location: James A. Lewis Commission Chambers, City Hall
CITIZENS PRESENT: Christopher Gmuer, Khanh Banko, Rick McNiell. STAFF ATTENDING: Adam Hall, Chad Scott, LeAnne Williams, Kathy Winburn.

CITY COMMISSION MEETING

Notice given pursuant to Section 286.0105, Florida Statutes. In order to appeal any decision made at this meeting, you will need a verbatim record of the proceedings. It will be your responsibility to ensure such a record is made.

CALL TO ORDER

Led by Mayor Gib Coerper, with Commissioner Shirley Green Brown delayed due to traffic.

INVOCATION

Led by Rev. Ralph Williams, Front Porch Gathering.

PLEDGE TO THE FLAG

Led by Mayor Coerper.

APPROVAL OF THE AGENDA

Commissioner Gary Hardacre moved to approve the agenda; seconded by Commissioner Dayna Miller.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed by unanimous consent.

APPROVE READING OF PROPOSED ORDINANCES AND RESOLUTIONS BY TITLE ONLY

Vice Mayor Robert Wilford moved to approve the reading of proposed ordinances and resolutions by title only; seconded by Commissioner Hardacre.

Passed by unanimous consent.

I. SPECIAL PRESENTATIONS

II. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

Mayor Coerper opened the floor for comments.

Khanh Len Banko spoke regarding her current campaign for the school board.

(**Please Limit to 3 Minutes.**Any citizen who is unable to speak at this time will have an opportunity to speak at the end of the meeting

III. COMMITTEE REPORTS/COMMITTEE APPOINTMENTS/CITY ANNOUNCEMENTS

A. City Commission Board and Committee Appointments

City Manager Adam Boukari provided the presentation.

Mayor Coerper asked the commissioners for questions or comments.

There were no questions or comments

Vice Mayor Robert Wilford moved to approve the Board and Committee Appointments; seconded by Commissioner Hardacre.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 4-0 by roll call.

IV. PUBLIC HEARINGS AND ORDINANCES

(Presentations, other than the applicant, please limit to **3 Minutes**)

A. Three Lots within the Turkey Creek Subdivision Final Plat: A request by Sergio Reyes, P.E., of

eda engineers-surveyors-planners, inc., applicant and agent for N & J Hope Family LLC and Turkey Creek, Inc., property owners, for consideration of the final plat of three lots located within the Turkey Creek subdivision. Tax Parcel No. 05900-160-060, 05900-160-010, and 05900-002-001 (Quasi-Judicial Hearing)

Having been sworn in, Planner Adam Hall introduced the item and provided the staff report.

Clay Sweger of EDA provided further information.

Mayor Coerper asked the commissioners for questions or comments.

There were no questions or comments.

Commissioner Miller moved to 1. Approve the Minor Subdivision / Final Plat for the platting of three lots with Turkey Creek for the Turkey Creek N & J hope Family Subdivision; 2. Approve the Certificate of Concurrency Compliance for the project;
3. Authorize the Mayor to sign the Final Plat and Certificate of Concurrency Compliance acknowledging the Commission's approval; and, 4. Authorize the City Attorney to sign the Final Plat and Certificate of Concurrency Compliance, approving their legal form and sufficiency; seconded by Commissioner Gary Hardacre.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

B. Tara Baywood Preliminary Plat: A request by Christopher Gmuer, P.E., of Gmuer Engineering, Inc., applicant and agent for Alachua Development Co, LLC, property owner, for consideration of the Preliminary Plat for the Tara Baywood Subdivision, which proposes the subdivision of a ±35.26 acre subject property into a total of 211 lots, with associated common areas and right-of-way. Tax Parcel Number 03067-006-000 (Quasi-Judicial Hearing).

Having been sworn in, Planner Hall introduced the item and provided the staff report.

Mayor Coerper asked the commissioners for questions or comments.

Mayor Coerper asked if Planner Hall had heard from any of the neighbors.

Planner Hall stated he had heard from one neighbor, and they were in favor of the project.

Chris Gmuer, agent for the owner, provided a presentation.

Commissioner Miller spoke positively of this project.

Mayor Coerper added to Commissioner Miller's comments.

Commissioner Miller moved based upon the competent substantial evidence presented at this hearing, the presentation before this Board, and Staff's recommendation, this Commission finds the application to be consistent with the City of Alachua Comprehensive Plan and in compliance with the Land Development Regulations and approves the Preliminary Plat of Tara Baywood, subject to the five (5) conditions provided in Exhibit "A" and located on page

21 of the Staff Report; seconded by Vice Mayor Wilford.

City Attorney Marian Rush asked the applicant if he agreed to the five conditions contained in Exhibit A, page 21 of the staff report.

Mr. Gmuer agreed to the conditions.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

C. Ordinance 20-01 First Reading; Designation and Creation of Business Incentive Program

City Attorney Rush read Ordinance 20-01 by title only.

City Manager Adam Boukari introduced the item and provided the staff report.

Mayor Coerper asked the commissioners for questions or comments.

Mayor Coerper stated as we emerge from this downturn, this would be a great help.

Commissioner Brown stated she thought this was a great way to identify businesses who need a little help to stay in our community.

Commissioner Shirley Green Brown moved to approve Ordinance 20-01 on First Reading and schedule Second and Final Reading for June 22, 2020; seconded by Commissioner Miller.

Mayor Coerper opened the floor for comments.

Commissioner Miller stated this was a great way to show even the government was doing business differently now.

City Manager Boukari stated this was part of the Strategic Plan.

Passed 5-0 by roll call.

V. AGENDA ITEMS

VI. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

Mayor Coerper opened the floor for comments.

There were no comments.

(**Please Limit to 3 Minutes.** Any citizen who did not speak during the Citizen Comments period at the beginning of the meeting may do so at this time.)

VII. COMMENTS FROM CITY MANAGER AND CITY ATTORNEY

City Manager Boukari thanked Ms. Banko for coming and introducing herself. He spoke of his knowledge of her. He stated the July 4th Celebration would most likely be moved to Labor Day, and the final decision would

be made this week.

City Attorney Rush stated she was glad to see everyone back.

Commissioner Hardacre moved to adjourn; seconded by Commissioner Miller.

Passed by unanimous consent.

VIII. COMMISSION COMMENTS/DISCUSSION

Commissioner Brown thanked Pastor Williams, Front Porch Gathering, for providing the invocation. She expressed her prayers, love and safety to our City and to the nation, as we continue through these trying times. She stated she attended:

1. The Memorial Day Parade in the Turkey creek area.
2. The celebration of the Graduating class of 2020

She congratulated Funkhouser's Tires, as they are celebrating 55 years of business. She informed the Commission the Truth and Reconciliation/Remembrance Committee under the leadership of County Commissioner Chuck Chestnut reached out and asked if she would serve, and she agreed. She spoke of her concerns regarding the George Floyd incident and the impact it had in our nation. She stated we must speak truth, implement new legislation and never forget that all men and women are created equal.

Commissioner Miller thanked Commissioner Brown for her comments. She stated she attended the Santa Fe High School "drive through" graduation. She stated there was a mobile COVID19 testing at Santa Fe High School today, and there were 53 people who attended. She stated she attended the 50th Anniversary of Len Thomas, who works at the local post office. She stated she was watching the County Commission meeting to stay abreast of the orders coming out in regards to COVID19.

Commissioner Hardacre congratulated all the graduating seniors, including his grandson, Sam Hardacre.

Vice Mayor Wilford thanked everyone who attended the meeting, Pastor Williams for the invocation, and Ms. Banko for introducing herself to the Commission. He congratulated the seniors at Santa Fe High school. He stated he attended the "drive through" graduation. He congratulated the Hare Krishna temple for being recognized in the Gainesville Sun for the dedication in delivering meals to healthcare workers as part of their "Healthcare for Heroes" program. He stated he attended:

1. The Memorial Day Parade at Turkey Creek
2. The 50th Anniversary of Len Thomas, who works at the local post office

He thanked Chief Chad Scott and his staff for protecting the City in this difficult time.
He asked if the City of Alachua had a voice in the Tuesday and Thursday meetings among the cities of Alachua.

City Manager Boukari stated, yes, the City had a voice. He explained due to population Gainesville had a bigger voice, but the City of Alachua's needs are heard. He also stated the City had a good relationship with the County staff and if the City Commission wanted to have more frequent meetings with the County Commission, this could be arranged.

Mayor Coerper thanked Pastor Williams for the invocation. He stated the Lion's Club 81st Cattlemen's Banquet was cancelled. He stated he attended the Memorial Day Parade in Turkey Creek. He stated he met Ms. Banko years ago and spoke highly of her.

ADJOURN

Vice Mayor Wilford moved to adjourn; seconded by Commissioner Hardacre.

Passed by unanimous consent.

CONSENT AGENDA

CONSENT AGENDA ITEMS

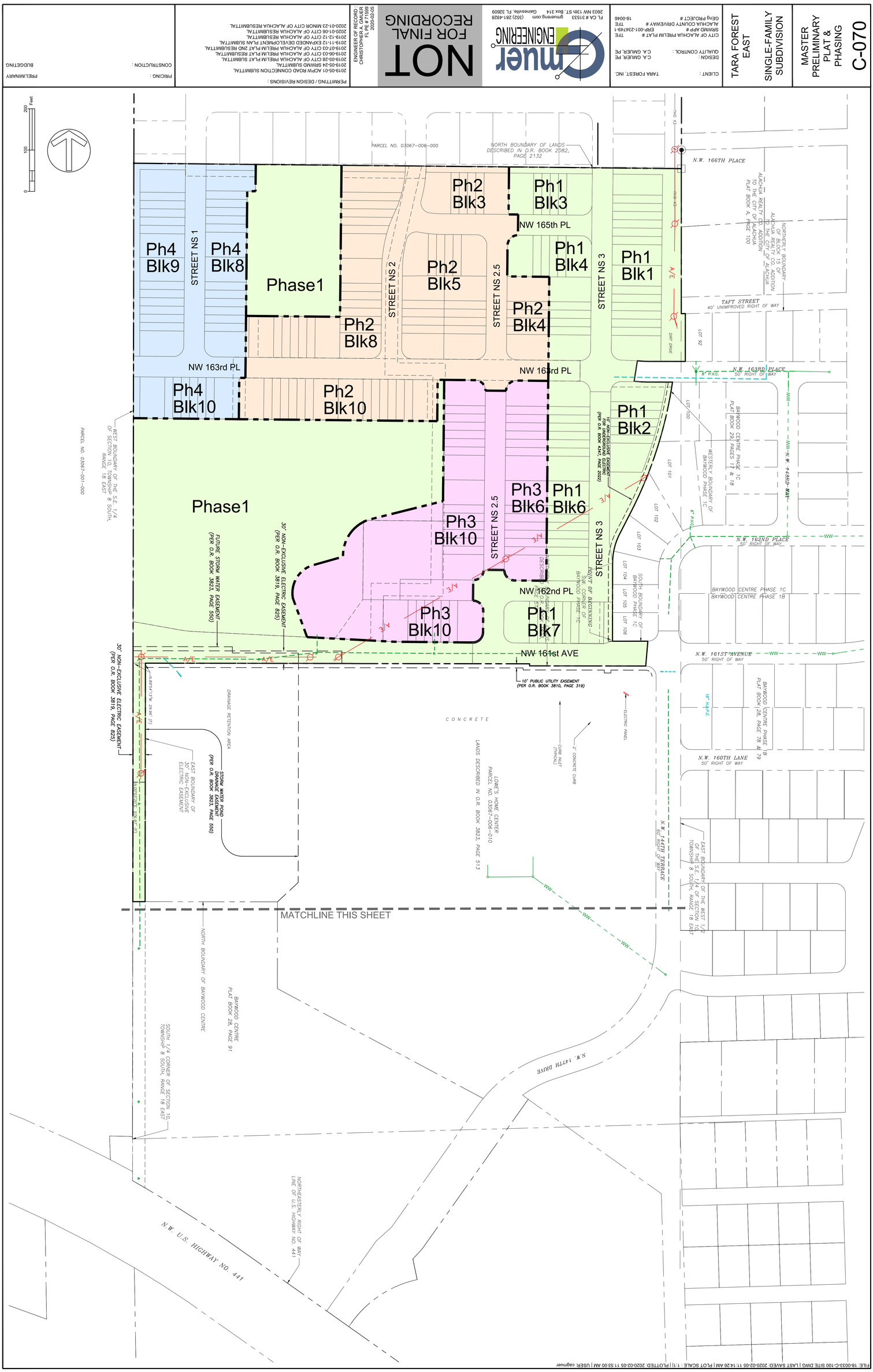
A. Ratification of Amendment to Solar Power Sales Contract with FMPA

ATTEST:

Adam Boukari, City Manager/Clerk

CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA

Gib Coerper, Mayor


MASTER PRELIMINARY PLAT & PHASING
C-070
TARA FOREST EAST
SINGLE-FAMILY SUBDIVISION
CLIENT : TARA FOREST, INC
DESIGN : C.A. GAUER, PE
QUALITY CONTROL : C.A. GAUER, PE
CITY OF ALACHUA PRELIM PLAT # TBD
ALACHUA COUNTY DRIVEWAY # TBD
SRWMD APP # ERP-001-234745-1
GENG PROJECT # 18-0046
FL CA # 31535
2603 NW 13th ST, Box 314 Gainesville, FL 32609
(352) 281-4928
gmueng.com
ENGINEERING
NOT FOR FINAL RECORDING
ENGINEER OF RECORD CHRISTOPHER A. GAUER FL REG. #79080 2020-02-05
PERMITTING / DESIGN REVISIONS :
2019-05-01 ACMV ROAD CONNECTION SUBMITTAL
2019-06-28 CITY OF ALACHUA PRELIM PLAT SUBMITTAL
2019-09-03 CITY OF ALACHUA PRELIM PLAT 2ND RESUBMITTAL
2019-09-06 CITY OF ALACHUA PRELIM PLAT RESUBMITTAL
2019-11-12 EXPANDED DEVELOPMENT PLANS SUBMITTAL
2019-12-12 CITY OF ALACHUA RESUBMITTAL
2020-01-06 CITY OF ALACHUA RESUBMITTAL
2020-01-23 MINOR CITY OF ALACHUA RESUBMITTAL
PRICING : PRELIMINARY
CONSTRUCTION : BUDGETING
Feet
200
100
0
PARCEL NO. 03067-006-000
NORTH BOUNDARY OF LANDS DESCRIBED IN O.R. BOOK 2082, PAGE 2132
N.W. 166TH PLACE
ALACHUA REALTY CO. ADDITION TO THE CITY OF ALACHUA PLAT BOOK A, PAGE 100
NORTHERLY BOUNDARY OF BLOCK 15 OF ALACHUA REALTY CO. ADDITION TO THE CITY OF ALACHUA
TAFT STREET
40' UNIMPROVED RIGHT OF WAY
N.W. 163RD PLACE
50' RIGHT OF WAY
Ph4 Blk9
Ph4 Blk8
STREET NS 1
Phase1
Ph2 Blk3
Ph1 Blk3
NW 165th PL
STREET NS 2
Ph2 Blk5
STREET NS 2.5
Ph1 Blk4
STREET NS 3
Ph1 Blk1
Ph2 Blk4
Ph2 Blk8
NW 163rd PL
NW 163rd PL
Ph4 Blk10
Ph2 Blk10
Ph1 Blk2
LOT 99
LOT 100
LOT 101
LOT 102
LOT 103
LOT 104
LOT 105
LOT 106
BAYWOOD CENTRE PHASE 1C PLAT BOOK 23, PAGES 17 & 18
WESTERN BOUNDARY OF BAYWOOD PHASE 1C
N.W. 162ND PLACE
50' RIGHT OF WAY
BAYWOOD CENTRE PHASE 1C
BAYWOOD CENTRE PHASE 1B
SOUTH BOUNDARY OF BAYWOOD PHASE 1C
Phase1
Ph3 Blk6
Ph1 Blk6
Ph3 Blk10
STREET NS 2.5
STREET NS 3
NW 162nd PL
POINT OF BEGINNING
SW. CORNER OF BAYWOOD PHASE 1C
DESCRIBED IN O.R. BOOK 3823, PAGE 513
Ph3 Blk10
Ph1 Blk7
NW 161st AVE
N.W. 161ST AVENUE
50' RIGHT OF WAY
FUTURE STORM WATER EASEMENT (PER O.R. BOOK 3823, PAGE 550)
30' NON-EXCLUSIVE ELECTRIC EASEMENT (PER O.R. BOOK 3819, PAGE 623)
30' NON-EXCLUSIVE ELECTRIC EASEMENT (PER O.R. BOOK 3819, PAGE 625)
10' PUBLIC UTILITY EASEMENT (PER O.R. BOOK 3810, PAGE 319)
PARCEL NO. 03067-001-000
WEST BOUNDARY OF THE S.E. 1/4 OF SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST
DRAINAGE RETENTION AREA
CONCRETE
ELECTRIC PANEL
2' CONCRETE CURB
CURB INLET (TYPICAL)
LOWE'S HOME CENTER PARCEL NO. 03067-006-010
LANDS DESCRIBED IN O.R. BOOK 3823, PAGE 513
STORM WATER POND (PER O.R. BOOK 3823, PAGE 550)
EAST BOUNDARY OF 30' NON-EXCLUSIVE ELECTRIC EASEMENT
N.W. 160TH LANE
50' RIGHT OF WAY
BAYWOOD CENTRE PHASE 1B PLAT BOOK 23A, PAGE 78 & 79
N.W. 144TH TERRACE
60' RIGHT OF WAY
EAST BOUNDARY OF THE WEST 1/2 OF THE S.E. 1/4 OF SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST
MATCHLINE THIS SHEET
NORTH BOUNDARY OF BAYWOOD CENTRE
BAYWOOD CENTRE PLAT BOOK 26, PAGE 91
SOUTH 1/4 CORNER OF SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST
N.W. 147TH DRIVE
N.W. U.S. HIGHWAY NO. 441
NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 441
FILE: 18-0033-C-100 SITE.DWG | LAST SAVED: 2020-02-05 11:14:26 AM | PLOT SCALE: 1:1 | PLOTTED: 2020-02-05 11:53:00 AM | USER: cagmuer

Commission Agenda Item

MEETING DATE: 11/15/2021
SUBJECT: Federal Fiscal Year (FFY) 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Florida JAG-Direct (JAGD) Grant Application
PREPARED BY: Vicki Floyd, Administrative Services Manager

RECOMMENDED ACTION:
Authorize the Mayor and Chief of Police to execute the Acceptance of Federal Funding Assistance, and direct staff to remit Acceptance of Federal Funding Assistance to the Florida Department of Law Enforcement.

Summary

The FDLE has received an award from the United States Department of Justice (USDOJ) for Federal Fiscal Year (FFY) 2020 Justice Assistance Grant (JAG) funds. The FDLE Office of Criminal Justice Grants is the state administrative agency for these grant funds which are distributed to units of local government based on local crime statistics reported to FDLE.

FDLE has allocated **$2,024** from this award for use by our agency in accordance with the Florida JAG Direct distribution provision of Chapter 11D-9, Florida Administrative Code. The agency would like to use these funds in order to purchase new gun holsters for sworn personnel.

The grant cycle for federal funds has been running behind - this application for funding is under the FFY 2020 cycle, and the project period has been set to run 10/01/2021 to 06/30/2022. An online application was submitted for review on 10/14/2021, using FDLE's grant management system. On 11/03/2021, the department received notification from FDLE that the application review was complete and ready for approval.

FINANCIAL IMPACT: Yes

AMOUNT: $2,024

FUNDING SOURCE: Grants

COMMISSION GOALS:
Strengthen Community Services

ATTACHMENTS:

Description

- 2022-JAGD-ALAC-2-4B-029-APPLICATION
- 2022-JAGD-ALAC-2-4B-029 SIGNATURE PAGES
- FY 20 JAGD DIRECT ANNOUNCEMENT

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

Section 1: Administration

Subgrant Recipient

Organization Name: City of Alachua

County: Alachua

Chief Official

Name: Gib Coerper
Title: Mayor
Address: Post Office Box 9
City: Alachua
State: FL **Zip:** 32616-0009
Phone: 386-418-6100 **Ext:**
Fax:
Email: gcoerper@cityofalachua.com

Chief Financial Officer

Name: Robert Bonetti
Title: Finance Director
Address: Post Office Box 9
City: Alachua
State: FL **Zip:** 32616-0009
Phone: 386-418-6166 **Ext:** 124
Fax:
Email: rbonetti@cityofalachua.org

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

Section 1: Administration

Implementing Agency

Organization Name: Alachua Police Department

County: Alachua

Chief Official

Name: Chad Scott

Title: Chief of Police

Address: Post Office Box 910

City: Alachua

State: FL **Zip:** 32616-0910

Phone: 386-462-1396 **Ext:**

Fax:

Email: cscott@apd.cityofalachua.org

Project Director

Name: Vicki Floyd

Title: Adminstrative Services Manager

Address: Post Office Box 9

City: Alachua

State: FL **Zip:** 32616-0009

Phone: 386-462-1396 **Ext:**

Fax: 386-462-1831

Email: vfloyd@apd.cityofalachua.org

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

Section 2: Project Overview

General Project Information

Project Title: APD LIGHT HOLSTERS

Subgrant Recipient: City of Alachua

Implementing Agency: Alachua Police Department

Project Start Date: 10/1/2021 **End Date:** 6/30/2022

Problem Identification

The City of Alachua proposes using grant funds to purchase new gun holsters for sworn personnel. Outfitting sworn personnel with these holsters will directly impact operational activity; holsters assist in the operational activities faced daily by law enforcement to include drawing, reloading, and working from various ready positions.

It has been several years since the department purchased new holsters. Alachua Police Department will soon be transitioning to newer gun lights as the current lights are no longer available. The new gun lights will not fit the current holsters that our sworn personnel utilize.

Currently the budget for the City of Alachua will not make allowances for new gun holsters.

Project Summary (Scope of Work)

The Alachua Police Department will utilize grant funds to purchase fifteen (15) holsters with lights. If funds are granted as proposed these holsters will provide the officers of our department with a significant tactical advantage.

Documentation of deliverables performed by the subrecipient and their local vendor/providers must be maintained by the subrecipient and made available for monitoring. Example documentation includes, but is not limited to: procurement records (including quotes, solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, etc.

Documentation and minimum performance required for drawdown of funds includes the completion of at least one activity described in the scope of work above as attested on the financial expenditure/claim report.

All deliverables above are cost-reimbursement deliverables. Only costs previously paid for by the subrecipient and supported by the appropriate documentation will be reimbursed.

The holsters will be ordered as soon as the grant is approved, anticipated order date by the end of November. The holsters should be received no later than the end of Q1 2022 and will be issued immediately.

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

Section 2: Project Overview

Section Questions:

Question: What percentage of the total cost of this project is being funded by sources other than this award?

Answer: 0

Question: What is the combined population of the jurisdiction(s) our agency provides services to (according to the 2010 census)?

Answer: 9059

Question: What is the address of the location being used to provide services for this project?

Answer: 15000 NW 142nd Terrace
Alachua, FL 32615

Question: Does the subgrantee receive a single grant in the amount of $750,000 or more from the U.S. Department of Justice?

Answer: No

Question: In your organization's proceeding completed fiscal year, did your organization (the subgrantee) receive at least (a) 80 percent or (b) $25,000,000 of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Answer: No

Question: If you answered yes above, does the public have access to information about the compensation of the executes in your organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.

Answer: N/A

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Prime Purpose Area: 01 - Law Enforcement (Includes Task Forces)

State Purpose Area: 1G - General Questions (Required)

Objectives and Measures

Objective: General Questions - Required questions for all recipients.

Measure: General 01

Will your organization be using the crimesolutions.gov website during the grant period regardless of JAG funding? Crimesolutions.gov provides information on several crime reduction and prevention programs and practices.

Goal: No

Measure: General 02

Will your organization be using the National Training and Technical Assistance Center (NTTAC) during the grant period, regardless of JAG funding? The NTTAC serves as BJA's training and technical assistance center. You can find resources, tools, webinars, and TTA support on a variety of criminal justice issues and initiatives.

Goal: No

Measure: General 03

Will your organization be using the NCJP.org website during the grant period, regardless of JAG funding? NCJP.org contains resources to support strategic planning, program development, and implementation of evidence-based policy and practice.

Goal: No

Measure: General 04

Will your organization be using the Evidence-Based Policing Matrix during the grant period regardless of JAG funding? The Evidence-Based Policing Matrix provides information on evidence-based practices for law enforcement.

Goal: No

Measure: General 05

Will your organization be using the What Works in Reentry Clearinghouse during the grant period regardless of JAG funding? The clearinghouse provides research on the effectiveness of reentry programs and practices.

Goal: No

Measure: General 06

Section 3: Performance

Will your organization be using Research to Practice during the grant period regardless of JAG funding? Research to Practice promotes the dissemination of research on drug courts to practitioners and policymakers.

Goal: No

Measure: General 07

Will your organization be using any other resources during the grant period regardless of JAG funding? If yes, please describe them.

Goal: No.

Measure: General 08

During the grant period, will your agency conduct or sponsor (with or without JAG funds) a survey or focus group of citizens on any of the following topics? Enter all that apply from the following list: Public satisfaction with police services; public satisfaction with prosecution services; public satisfaction with public defender/indigent defense services; public satisfaction with courts; public perceptions of crime/disorder problems; personal crime experiences of citizens; none of the above; unsure/don't know.

Goal: None of the above.

Measure: General 09

During the grant period, which of the following community activities will your organization be involved in, with or without JAG funds and how often will they each occur (yearly, monthly, etc.)? Choose from the following list: Hosting community meetings; attending community meetings; distributing a newsletter, e-mail, or other bulletin; attending community events; conducting social media activities; conducting outreach to minority populations; other (please describe)

Goal: 1. Attending Community Events - Main Street Fall Festival; Trick or Treat on Main; Christmas Tree Lighting; Martin Luther King Celebration
2. Conducting Social Media Activities - monthly updates on department social media outlets.
3. Other - Annual Shop with a Cop; hosted by the Alachua Police Department.

Measure: General 10

Law Enforcement Agencies ONLY: In which of the following ways has your agency fostered community involvement in the last year? Enter all that apply from the following list: Citizen Review Board or other review board with citizen representation, Citizen's Police Academy, Internships for university or high school students, Volunteer Program, Auxiliary police officer program, Police Cadet Program, k-12 school programs, Youth Athletic Programs, Other (please Describe), None of the above, Unsure/Don't know.

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

Section 3: Performance

Goal: Volunteer Program; Youth Athletic Programs; Other-Police Explorer Program

Measure: General 11

Identify the goal(s) you hope to achieve with your funding. If you have multiple goals, describe each goal separately.

Goal: Purchase and outfit sworn personnel with new updated gun holsters.

Measure: General 12

Are the subrecipient and implementing agency aware that they will be required to report on the status of the identified goals during each reporting period?

Goal: Yes.

Measure: General 13

Describe any barriers you may encounter which may prevent you from achieving your identified goal(s).

Goal: None identified at this juncture.

Measure: General 14

Are you aware that the Office of Criminal Justice Grants encourages recipients to report on any noteworthy accomplishments, success stories, or program results that they would like to showcase?

Goal: Yes.

Measure: General 11b

What major activities are planned for each of your goals listed in question 11?

Goal: Procurement and outfitting sworn personnel with equipment utilizing grant funds.

State Purpose Area: 3E - Equipment, Supplies, and Technology Enhancements

Objectives and Measures

Objective: Equipment - Questions for recipients funding Equipment, Supplies, and Technology Enhancements.

Measure: Equipment 01

Do the Subrecipient and Implementing agencies understand that they will be required to submit an itemized account of all items purchased during each reporting period as part of their performance reporting?

Goal: Yes.

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

Section 4: Financial

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000262

Budget:

Budget Category	Prime	Match	Total
Salaries and Benefits	$0.00	$0.00	$0.00
Contractual Services	$0.00	$0.00	$0.00
Expenses	$2,024.00	$0.00	$2,024.00
Operating Capital Outlay	$0.00	$0.00	$0.00
Indirect Costs	$0.00	$0.00	$0.00
-- Totals --	**$2,024.00**	**$0.00**	**$2,024.00**
Percentage	**100.0**	**0.0**	**100.0**

Project Generated Income:

Will the project earn project generated income (PGI)? No

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

Section 4: Financial (cont.)

Budget Narrative:

EXPENSES: $2,024

15 ALS/SLS Holsters with Light: approximately $146.71 each with shipping

TOTAL: $2,200.65
Covered by grant: $2,024.00
Covered by the City of Alachua: $176.65

The above listed item(s) may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.
Grant funds may be used to pay for any applicable shipping, freight, and/or installation costs.
Grant funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the project end date. Funds may be prorated for services within the project period.
Any costs that exceed the grant allocation will be the responsibility of the subrecipient and/or implementing agency.
All items, quantities, and/or prices above are estimates based on the information available at the time of application.

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

Section 4: Financial

Section Questions:

Question: If the budget contains salaries and benefits, does this application create a new position that results in a net personnel increase?

Answer: N/A

Question: If the budget contains salaries and benefits and does not result in a new position, describe how the existing position was previously funded.

Answer: N/A

Question: If Expenses or Operating Capital Outlay, are you procuring via inter-governmental agreement (e.g. state term contract, government contract, etc.)? If yes, identify the agency and agreement number.

Answer: Safariland 46000000-15-1

Question: What is the Operating Capital Outlay threshold used by the subgrantee? If the implementing agency is a sheriff's office, indicate the sheriff's office's threshold instead.

Answer: 1000

Question: Will any procurements be made via sole source (see 2 C.F.R. 200.320(f))? If yes and the aggregate dollar amount is $10,000 or more, include a Sole Source Justification Approval Form.

Answer: No

Question: If indirect cost is included, explain the indirect cost plan. Provide documentation of approval.

Answer: N/A

Question: If contractual services in the budget are based on unit costs, provide a definition and breakdown of cost for each service. Include the methodology for the unit cost plan and when it was approved.

Answer: N/A

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

ACCEPTANCE OF FEDERAL FUNDING ASSISTANCE

Subrecipient: City of Alachua

Subgrant Number: 2022-JAGD-ALAC-2-4B-029

Project Title: APD LIGHT HOLSTERS

Pass-through Entity: Florida Department of Law Enforcement

This award is subject to all applicable rules, regulations, and conditions, as contained in the Department of Justice Grants Financial Guide, and the Office of Management and Budget Uniform Grant Requirements (2 C.F.R. Part 200). This award is also subject to the incorporated standard and special conditions, and such further rules, regulations, and policies as may be reasonably prescribed by the State or Federal Government.

In witness whereof, the parties affirm they each have read and understand the conditions set forth in this agreement, have read and understand the agreement in its entirety, and accept this agreement through the signature of their duly authorized officers on the date, month, and year set out below.

City of Alachua
Authorizing Official (Commission Chairperson, Mayor, or Designated Representative)

_____
Signature Date

_____
Printed Name and Title

Alachua Police Department
Authorizing Official (Official, Administrator, or Designated Representative)

_____
Signature Date

_____
Printed Name and Title

Florida Department of Law Enforcement
Office of Criminal Justice Grants

_____
Signature Date

Cody Menacof, Bureau Chief _____
Printed Name and Title

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

SPECIAL CONDITIONS

Subrecipient: City of Alachua

Subgrant Number: 2022-JAGD-ALAC-2-4B-029

Project Title: APD LIGHT HOLSTERS

Pass-through Entity: Florida Department of Law Enforcement

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

Ref# S49629: The subgrantee's procurement policy does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.318-320. Please see Subaward Management Questionnaire (SMQ) section VIII. All subaward procurements must comply with the standards identified in OMB's Uniform Requirements and documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.

Ref# S49877: A risk assessment completed at the time of application review determined this project is low-risk. As a result, backup documentation related to expenditures must be maintained and made available upon request. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.

Now Available: FY20 JAGD Solicitation

From : Criminal Justice <CriminalJustice@fdle.state.fl.us>
Subject : Now Available: FY20 JAGD Solicitation
To : Criminal Justice <CriminalJustice@fdle.state.fl.us>

Tue, Sep 07, 2021 10:01 AM
1 attachment

Good Afternoon Byrne JAG Partners:

We are pleased to announce the JAG-Direct (JAGD) local solicitation is now available. The solicitation describes the application process and includes an appendix with the allocations for each eligible local government. FDLE's Office of Criminal Justice Grants (OCJG) has also posted information to our website with instructions and additional program guidance.

If a local government is unable to meet the submission deadline, requests for a deadline extension may be sent to criminaljustice@fdle.state.fl.us prior to the application deadline.

Thank you again and we look forward to working with you on this program.

Thank you,

Office of Criminal Justice Grants
Florida Department of Law Enforcement
(850) 617-1250
Visit our website at: http://www.fdle.state.fl.us/Grants/Home.aspx

CAUTION: This email originated from outside the City.

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Should there still be any question on the origin of this email, contact the IT Department immediately.

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22 KB

FY 2020 JAGD Allocations
Released 09/07/2021

County	Municipality	Amount
ALACHUA	Alachua City	$2,024
	High Springs	$1,344
	Waldo	$1,000
BAKER	Baker County	$2,957
BAY	Lynn Haven	$2,531
	Mexico Beach	$1,000
	Panama City Beach	$10,000
	Parker	$1,000
	Springfield	$2,688
BRADFORD	Bradford County	$2,173
	Hampton	$1,000
	Lawtey	$1,000
	Starke	$1,680
BREVARD	Cocoa Beach	$2,718
	Indialantic	$1,000
	Indian Harbor Beach	$1,000
	Melbourne Beach	$1,000
	Melbourne Village	$1,000
	Rockledge	$3,368
	Satellite Beach	$1,000
	West Melbourne	$4,129
BROWARD	Coconut Creek	$8,154
	Cooper City	$2,882
	Hillsboro Beach	$1,000
	Lauderdale-By-The-Sea	$1,000
	Lighthouse Point	$1,434
	Margate	$7,721
	Parkland	$1,478
	Pembroke Park	$1,994
	Sea Ranch Lakes	$1,000
	Seminole Tribe	$4,577
	Southwest Ranches	$1,142
	Weston	$2,950
	West Park	$3,846
	Wilton Manors	$3,704
CALHOUN	Calhoun County	$1,000
	Altha	$1,000
	Blountstown	$1,000
CHARLOTTE	Punta Gorda	$2,210
CITRUS	Crystal River*	$1,000
CLAY	Green Cove Springs	$1,583
	Orange Park	$1,240
COLLIER	Marco Island	$1,000
	Naples	$2,494
MIAMI-DADE	Aventura	$10,000
	Bal Harbour	$1,000
	Bay Harbor Islands	$1,000
	Biscayne Park	$1,000
	Coral Gables	$10,000
	Cutler Bay	$10,000
	Doral	$10,000
	El Portal	$1,000
	Golden Beach	$1,000
	Hialeah Gardens	$4,883
	Key Biscayne	$1,344
	Medley	$1,419
	Miami Lakes	$4,727

County	Municipality	Amount
LAKE cont.	Mascotte	$1,329
	Minneola	$1,000
	Mount Dora	$4,719
	Tavares	$2,389
	Umatilla	$1,000
LEE	Sanibel	$1,000
LEVY	Cedar Key	$1,000
	Chiefland	$1,000
	Inglis	$1,000
	Williston	$1,000
LIBERTY	Liberty County	$1,000
MADISON	Madison-County	$2,113
	Madison-City	$1,000
MANATEE	Bradenton Beach	$1,000
	Holmes Beach	$1,000
	Longboat Key	$1,000
	Palmetto	$3,218
MARION	Belleview	$1,702
	Dunnellon	$1,000
MARTIN	Jupiter Island	$1,000
	Sewall's Point	$1,000
	Stuart	$3,398
MONROE	Key West	$6,198
NASSAU	Fernandina Beach	$1,322
OKALOOSA	Crestview	$5,526
	Fort Walton Beach	$4,055
	Niceville	$1,605
	Shalimar	$1,000
	Valparaiso	$1,000
OKEECHOBEE	Okeechobee-City	$1,561
ORANGE	Belle Isle	$1,008
	Eatonville	$1,142
	Edgewood	$1,000
	Maitland	$2,740
	Oakland	$1,000
	Ocoee	$10,000
	Windermere	$1,000
	Winter Garden	$9,655
	Winter Park	$6,190
OSCEOLA	St. Cloud	$5,541
PALM BEACH	Atlantis	$1,000
	Highland Beach	$1,000
	Hypoluxo	$1,000
	Juno Beach	$1,000
	Jupiter	$8,610
	Jupiter Inlet Colony	$1,000
	Lake Clarke Shores	$1,000
	Lake Park	$5,869
	Lantana	$4,771
	Manalapan	$1,000
	Mangonia Park	$1,568
	North Palm Beach	$1,000
	Ocean Ridge	$1,000
	Pahokee	$1,635
	Palm Beach	$1,000
	Palm Beach Gardens	$10,000
	Palm Beach Shores	$1,000

FY 2020 JAGD Allocations
Released 08/31/2021

County	Municipality	Amount
MIAMI-DADE cont.	Miami Shores	$4,443
	Miami Springs	$3,114
	MiccosukeeTribe	$1,456
	North Bay Village	$1,000
	Palmetto Bay	$5,167
	Pinecrest Village	$3,226
	South Miami	$3,838
	Sunny Isles Beach	$2,897
	Surfside	$1,016
	Sweetwater	$1,822
	Virginia Gardens	$1,000
	West Miami	$1,000
DESOTO	DeSoto County	$4,600
	Arcadia	$1,202
DIXIE	Dixie County	$1,732
	Cross City	$1,000
DUVAL	Atlantic Beach	$1,740
	Jacksonville Beach	$7,236
	Neptune Beach	$1,000
FLAGLER	Bunnell	$1,030
	Flagler Beach	$1,000
FRANKLIN	Franklin County	$2,016
	Apalachicola	$1,000
	Carrabelle	$1,000
GADSDEN	Gadsden County	$2,546
	Chattahoochee	$1,000
	Gretna	$1,000
	Havana	$1,000
	Midway	$1,000
	Quincy	$2,987
GILCHRIST	Gilchrist County	$1,329
	Trenton	$1,000
GLADES	Glades County	$1,105
GULF	Gulf County	$1,381
	Port St. Joe	$1,000
HAMILTON	Hamilton County	$1,695
	Jasper	$1,000
	Jennings	$1,000
	White Springs	$1,000
HARDEE	Hardee County	$2,367
	Bowling Green	$1,000
	Wauchula	$1,434
HENDRY	Hendry County	$5,645
	Clewiston	$1,770
HERNANDO	Brooksville	$2,852
HIGHLANDS	Avon Park	$1,000
	Lake Placid	$1,000
	Sebring	$4,017
HILLSBOROUGH	Temple Terrace	$4,749
HOLMES	Holmes County	$1,717
	Bonifay	$1,000
INDIAN RIVER	Fellsmere	$1,000
	Indian River Shores	$1,000
	Sebastian	$2,360
	Vero Beach	$2,964
JACKSON	Jackson County	$1,000
	Graceville	$1,000
	Marianna	$1,867

County	Municipality	Amount
PALM BEACH cont.	Palm Springs	$8,348
	Royal Palm Beach	$5,317
	South Bay	$1,000
	Tequesta Village	$1,000
	Wellington Village	$6,362
PASCO	Dade City	$2,412
	Port Richey	$1,000
	Zephyrhills	$4,861
PINELLAS	Belleair	$1,000
	Belleair Beach	$1,000
	Belleair Bluffs	$1,000
	Dunedin	$3,816
	Gulfport	$3,129
	Indian Rocks Beach	$1,000
	Indian Shores	$1,000
	Kenneth City	$1,135
	Madeira Beach	$1,165
	North Redington Beach	$1,000
	Oldsmar	$1,732
	Redington Beaches	$1,000
	Safety Harbor	$1,359
	St. Pete Beach	$1,643
	Seminole	$3,965
	South Pasadena	$1,000
	Tarpon Springs	$4,771
	Treasure Island	$1,419
POLK	Auburndale	$5,750
	Bartow	$5,152
	Davenport	$1,000
	Haines City	$4,017
	Lake Alfred	$1,000
	Lake Hamilton	$1,000
	Lake Wales	$3,084
PUTNAM	Crescent City	$1,000
	Interlachen	$1,000
	Palatka	$4,122
	Welaka	$1,000
ST. JOHNS	St. Augustine	$4,084
	St. Augustine Beach	$1,000
SANTA ROSA	Gulf Breeze	$1,000
	Milton	$1,546
SARASOTA	North Port	$7,930
	Venice	$2,263
SEMINOLE	Altamonte Springs	$10,000
	Lake Mary	$1,673
	Longwood	$3,308
	Oviedo	$2,599
	Winter Springs	$2,203
SUMTER	Bushnell	$1,000
	Center Hill	$1,000
	Webster	$1,000
	Wildwood	$2,225
SUWANNEE	Suwannee County	$4,331
	Live Oak	$1,673
TAYLOR	Perry	$2,673
UNION	Union County	$1,000
VOLUSIA	Daytona Beach Shores	$1,000
	Edgewater	$2,860

FY 2020 JAGD Allocations
Released 08/31/2021

County	Municipality	Amount
JACKSON cont.	Sneads	$1,000
JEFFERSON	Jefferson County	$1,688
	Monticello	$1,000
LAFAYETTE	Lafayette County	$1,000
LAKE	Astatula	$1,000
	Clermont	$5,653
	Eustis	$4,398
	Fruitland Park	$1,075
	Groveland	$1,949
	Howey-in-the-Hills	$1,000
	Lady Lake	$2,218
VOLUSIA cont.	Holly Hill	$2,845
	Lake Helen	$1,000
	New Smyrna Beach	$4,697
	Orange City	$4,995
	Ponce Inlet	$1,000
	Port Orange	$9,020
	South Daytona	$1,800
WAKULLA	Wakulla County	$4,316
WALTON	Defuniak Springs	$1,620
WASHINGTON	Washington County	$1,225
	Chipley	$1,053
	TOTAL	**$614,057**

Commission Agenda Item

MEETING DATE: 11/15/2021
SUBJECT: Resolution 22-02: Amending the City of Alachua Fiscal Year 2020-2021 General Fund Budget; Authorizing the Transfer and Appropriation of $87,883 from the General Fund Contingency to the Alachua Police, Human Resources and the Recreation and Culture Department Budgets
PREPARED BY: Robert A. Bonetti, Finance & Administrative Services Director

RECOMMENDED ACTION:
Adopt Resolution 22-02.

Summary

Finance and Administrative Services (FAS) performs an end of year review of actual receipts and expenditures for each fund and department as part of its end of year procedures. This review is intended to identify budget and expenditure variances in need of correction. As a result of this review, the FAS Department deems it necessary to appropriate FY 2020-2021 General Fund Contingency in order to various budget category variance. Florida Statutes allows for this type of budget adjustment up to 60 days after the close of the fiscal year.

Listed below is a breakdown of the budget and expenditure variances requiring corrective action:

- The General Fund Alachua Police Department budget reflects an overage of $50,000 in personal services expenses. This overage is due to staff shortages and amount of extra duty details.

- The General Fund Human Resources Department budget reflects an overage of $18,010 in personal services and $1,949 in operating expenses. These overages are due to a mid-year classification change and increased advertising costs.

- The General Fund Recreation and Culture Department budget reflects an overage of $14,244 in personal services and $3,680 in operating expenses. These overages are due to a mid-year classification change and increased repair and maintenance needs.

In order to correct this variance, a resolution amending the City's FY 2020-2021 General Fund Budget is necessary.

FAS recommends the adoption of Resolution 22-02 amending the City's FY 2020-2021 budget. This action will not change the FY 2020-2021 General Fund Budget total budget.

FINANCIAL IMPACT: Yes

BUDGETED: No

AMOUNT: $87,883.00

FUNDING SOURCE: General Fund

ADDITIONAL FINANCIAL INFORMATION: Adopting Resolution 22-02 and approving the budget amendment would reduce the FY 2021-2022 contingency from $90,000 to $2,117.

ATTACHMENTS:

Description

- Resolution 22-02
- Resolution 22-02 Exhibit A

RESOLUTION 22-02

A RESOLUTION OF THE CITY OF ALACHUA, FLORIDA; AMENDING THE 2020-2021 GENERAL FUND BUDGET; AUTHORIZING THE TRANSFER AND APPROPRIATION OF $87,883 FROM THE GENERAL FUND CONTINGENCY TO THE ALACHUA POLICE, HUMAN RESOURCES AND THE RECREATION AND CULTURE DEPARTMENT BUDGETS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to transfer funds in the amount of $87,883 from the General Fund contingency to eliminate the budget variances in the Fiscal Year 2020-2021 Budget; and,

WHEREAS, the City Commission desires use these funds to correct budget variances within the Alachua Police, Human Resources and the Recreation and Culture Departments;

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ALACHUA, FLORIDA:

SECTION 1. The Fiscal Year 2020-2021 budget is amended as set forth in the budget amendment attached hereto as Exhibit A.

SECTION 2. The City Manager and Finance and Administrative Services Director are directed to transfer $87,883 from the General Fund Contingency for appropriation within the Alachua Police, Human Resources and the Recreation and Culture Department budgets as set forth in the budget amendment attached hereto as Exhibit A.

SECTION 3. That this resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this 15th day of November, 2021.

CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA

_____
Gib Coerper, Mayor
SEAL

ATTEST:

_____
Mike DaRoza, City Manager/Clerk

CITY OF ALACHUA
BUDGET AMENDMENT / BUDGET TRANSFER

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	General Fund	Special Expense	Contingency	001-590.0400-509.9099	0.00	(87,883.00)
2	General Fund	Alachua Police	Overtime	001-521.7100-501.1400	0.00	37,810.00
3	General Fund	Alachua Police	Extra Duty	001-521.7100-501.1402	0.00	12,190.00
4	General Fund	Human Resources	Salaries	001-513.0720-501.1200	0.00	18,010.00
5	General Fund	Human Resources	Advertising	001-513.0720-503.4920	0.00	1,949.00
6	General Fund	Recreation and Culture	Salaries	001-572.4100-501.1200	0.00	14,244.00
7	General Fund	Recreation and Culture	Bldg. Repair and Maintenance	001-572.4100-503.4620	0.00	3,680.00
8						
9						
10						
11						
12						
13						
14						
15						
				AMENDMENT/TRANSFER TOTALS	0.00	0.00
				COMBINED TOTAL		0.00

NOTE: TO INCREASE REVENUE OR EXPENSE = POSITIVE NUMBER, TO DECREASE REVENUE OR EXPENSE = NEGATIVE NUMBER.

USE WHOLE DOLLARS ONLY.

Purpose: Appropriate General Fund Contingency to Alachua Police, Human Resources and the Recreation and Culture Departments pursuant to Resolution 22-02

APPROVED BY: _____

FINANCE AND ADMINISTRATIVE SERVICES DIRECTOR — DATE

APPROVED BY: _____

CITY MANAGER — DATE

EXHIBIT A Resolution 22-02

City of Alachua
THE GOOD LIFE COMMUNITY

Commission Agenda Item

MEETING DATE: 11/15/2021
SUBJECT: Resolution 22-04: Amending the Fiscal Year 2021-2022 Budget for the receipt of unanticipated revenue; Increasing the CRA Special Revenue Fund to appropriate revenues and expenses related to the Rural Business Services program of the United States Department of Agriculture Grant
PREPARED BY: Robert A. Bonetti, Finance and Administrative Services Director

RECOMMENDED ACTION:
Adopt Resolution 22-04

Summary

The City of Alachua Community Redevelopment Agency applied for financial assistance from the Rural Business Services (RBS) of the United States Department of Agriculture (USDA) under its Rural Business Development Grant (RBDG) for the construction of a parking lot with underground water retention and utilities.

The project proposes the development of a new parking lot and utility improvements within the historic downtown core of Alachua, Florida. The parking lot will be comprised of 40 parking spaces (including two (2) handicap-accessible spaces). Pedestrian connections to access historic Main Street will be included with the project. The project will include the conversion of existing overhead electrical service to underground service, enhancing the business' current service, and creating areas for potential new restaurants and cafes to establish courtyard dining and seating behind existing buildings. The project will improve stormwater drainage by providing underground stormwater to accommodate stormwater runoff from proposed impervious areas and to improve existing stormwater conditions. In addition, other aesthetic improvements will be provided through enhanced landscaping and waste receptacle screening.

In order to appropriate funds for this grant, a resolution amending the City's FY 2021-2022 CRA Special Revenue Fund Budget is necessary.

FINANCIAL IMPACT: Yes

BUDGETED: No

AMOUNT: $150,000.00

FUNDING SOURCE: Community Redevelopment Trust Fund

ADDITIONAL FINANCIAL INFORMATION: Adopting Resolution 22-04 and approving the budget amendment (contingent on prior actions taken this same evening) would increase the FY 2021-2022 Budget from $47,568,653 to $47,718,653.

COMMISSION GOALS:
Economic Development, Quality of Life, Community Enhancement, Strengthen Community Services

ATTACHMENTS:

Description

- Resolution 22-04
- Resolution 22-04 Exhibit A
- Request for Obligation of Funds

RESOLUTION 22-04

A RESOLUTION OF THE CITY OF ALACHUA, FLORIDA; AMENDING THE FISCAL YEAR 2021-2022 BUDGET FOR THE RECEIPT OF UNANTICIPATED REVENUE; INCREASING THE CRA SPECIAL REVENUE FUND TO APPROPRIATE REVENUES AND EXPENSES RELATED TO THE RURAL BUSINESS SERVICES (RBS) PROGRAM OF THE UNITED STATES DEPARTMENT OF AGRICULTURE (USDA) GRANT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 7, 2021, an application was submitted to the RBS requesting a grant to supplement CRA funding of a new parking lot in downtown Alachua; and

WHEREAS, on July 22, 2021, the "Request for Obligation of Funds" was executed by the USDA.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ALACHUA, FLORIDA:

Section 1. The Finance and Administrative Services Director is directed to amend the Fiscal Year 2021-2022 Budget by increasing the CRA Special Revenue Fund and appropriating the amount of one hundred fifty thousand dollars ($150,000) as reflected in the budget amendment attached hereto as Exhibit A.

Section 2. That this resolution shall become effective upon adoption.

DULY ADOPTED in regular session, this 15th day of November, 2021.

CITY OF ALACHUA
ALACHUA, FLORIDA

_____
Gib Coerper, Mayor

ATTEST:

_____
Mike DaRoza, City Manager/Clerk

CITY OF ALACHUA
BUDGET AMENDMENT / BUDGET TRANSFER

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	CRA Fund	Special Expense	Federal Grants	310-000.0405-331.5000	150,000.00	0.00
2	CRA Fund	Special Expense	CIP - Downtown Parking Lot	310-559.0405-506.6305	0.00	150,000.00
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
				AMENDMENT/TRANSFER TOTALS	150,000.00	150,000.00
				COMBINED TOTAL		300,000.00

NOTE: TO INCREASE REVENUE OR EXPENSE = POSITIVE NUMBER, TO DECREASE REVENUE OR EXPENSE = NEGATIVE NUMBER.

USE WHOLE DOLLARS ONLY.

Purpose: Appropriate USDA-RBS grant for downtown parking lot pursuant to Resolution 22-04.

APPROVED BY: _____

FINANCE AND ADMINISTRATIVE SERVICES DIRECTOR — DATE

APPROVED BY: _____

CITY MANAGER — DATE

Resolution 22-04 Exhibit A

USDA
Form RD 1940-1
(Rev. 06-10)

REQUEST FOR OBLIGATION OF FUNDS

FORM APPROVED
OMB No. 0570-0061
OMB No. 0570-0062

INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED ( )
Complete Items 1 through 29 and applicable Items 30 through 34. See FMI.

1. CASE NUMBER (ST CO BORROWER ID)	LOAN NUMBER	FISCAL YEAR
09-001-876879380	00	2021

2. BORROWER NAME	3. NUMBER NAME FIELDS
City of Alachua Redevelopment Agency	3 (1, 2, or 3 from Item 2)
15100 NW 142nd Terrace	4. STATE NAME: Florida
Alachua FL 32615	5. COUNTY NAME: Alachua

GENERAL BORROWER/LOAN INFORMATION

6. RACE/ETHNIC CLASSIFICATION	7. TYPE OF APPLICANT	8. COLLATERAL CODE	9. EMPLOYEE RELATIONSHIP CODE
	4		
1 - WHITE 2 - BLACK 3 - AIAN 4 - HISPANIC 5 - A/PI	1 - INDIVIDUAL 2 - PARTNERSHIP 3 - CORPORATION 4 - PUBLIC BODY 5 - ASSOC. OF FARMERS 6 - ORG. OF FARMERS 7 - NONPROFIT-SECULAR 8 - NONPROFIT-FAITH BASED 9 - INDIAN TRIBE 10-PUBLIC COLLEGE/UNIVERSITY 11-OTHER	1- REAL ESTATE SECURED 2-REAL ESTATE AND CHATTEL 3 - NOTE ONLY OR CHATTEL ONLY 4 - MACHINERY ONLY 5 - LIVESTOCK ONLY 6 - CROPS ONLY 7 - SECURED BY BONDS 8 - RLF ACCT	1 - EMPLOYEE 2 - MEMBER OF FAMILY 3 - CLOSE RELATIVE 4 - ASSOC

10. SEX CODE	11. MARITAL STATUS	12. VETERAN CODE	13. CREDIT REPORT
6			
1 - MALE 2 - FEMALE 3 - FAMILY UNIT 4 - ORGAN MALE OWNED 5 - ORGAN FEMALE OWNED 6 - PUBLIC BODY	1 - MARRIED 2 - SEPARATED 3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED)	1 - YES 2 - NO	1 - YES 2 - NO

14. DIRECT PAYMENT	15. TYPE OF PAYMENT	16. FEE INSPECTION
(See FMI)	1 - MONTHLY 2 - ANNUALLY 3 - SEMI-ANNUALLY 4 - QUARTERLY	1 - YES 2 - NO

17. COMMUNITY SIZE	18. USE OF FUNDS CODE
1 - 10 000 OR LESS (FOR SFH AND HPG ONLY) 2 - OVER 10,000	(See FMI)

COMPLETE FOR OBLIGATION OF FUNDS

19. TYPE OF ASSISTANCE	20. PURPOSE CODE	21. SOURCE OF FUNDS	22. TYPE OF ACTION
694 (See FMI)			1
			1 - OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST 3 - CORRECTION OF OBLIGATION

23. TYPE OF SUBMISSION	24. AMOUNT OF LOAN	25. AMOUNT OF GRANT
1		$150,000.00
1 - INITIAL 2 - SUBSEQUENT		

26. AMOUNT OF IMMEDIATE ADVANCE	27. DATE OF APPROVAL (MO DAY YR)	28. INTEREST RATE	29. REPAYMENT TERMS
	7/22/2021	%	

COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS

30. PROFIT TYPE
1 - FULL PROFIT 2 - LIMITED PROFIT 3 - NONPROFIT

COMPLETE FOR EM LOANS ONLY	COMPLETE FOR CREDIT SALE-ASSUMPTION
31. DISASTER DESIGNATION NUMBER (See FMI)	32. TYPE OF SALE: 1 - CREDIT SALE ONLY 2 - ASSUMPTION ONLY 3 - CREDIT SALE WITH SUBSEQUENT LOAN 4 - ASSUMPTION WITH SUBSEQUENT LOAN
FINANCE OFFICE USE ONLY	**COMPLETE FOR FP LOANS ONLY**
33. OBLIGATION DATE (MO DA YR)	34. BEGINNING FARMER/RANCHER (See FMI)

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case Folder **COPY 1 - Finance Office** **COPY 2 - Applicant/Lender** **COPY 3 - State Office**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0061 and 0570-0062. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

CERTIFICATION APPROVAL

For All Farmers Programs

EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL

Subject to Letter of Conditions dated 06-16-2021 and amendment #1.

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 28 of this form. _____ YES _____ NO

WARNING: **Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."**

Date 7/20, 2021 _____

(Signature of Applicant)

Date _____, 20____ _____

(Signature of Co-Applicant)

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

_____

(Signature of Approving Official)

Typed or Printed Name: Jason Brower, DBA

Date Approved: 7/22/2021

Title: FL/US Virgin Islands Acting State Director

38. TO THE APPLICANT: As of this date 7/22/2021, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.

City of Alachua
THE GOOD LIFE COMMUNITY

Commission Agenda Item

MEETING DATE: 11/15/2021
SUBJECT: Alachua Water Quality and Resiliency Improvement Project Grant
PREPARED BY: Rodolfo Valladares, P.E.; Director of Public Services

RECOMMENDED ACTION:

Approve the Agreement between the City of Alachua and Florida Department of Environmental Protection and authorize and direct the City Manager to execute the contract and any other necessary documents.

Summary

In 2017, the City of Alachua experienced contamination of its water supply due to Hurricane Irma impacts, denying safe drinking water from reaching all 10,000 residents and hundreds of businesses for more than a week. Currently, the wells supplying the drinking water to the region are located in karst geology and geographically close together. These factors provide opportunities for the wells to be overwhelmed during storm events and subject to potential impacts by surficial contamination.

The project consists of the engineering design and permitting needed to construct a 1.0 million gallon per day (MGD) supply well, raw water main, treatment improvements, an operating facility, yard piping improvements, electrical backup, and associated infrastructure improvements. Once constructed, these improvements will diversify local water supply sources and ensure availability of clean drinking water.

The design of the Alachua Water Quality and Resiliency Improvement Project is budgeted for $485,000, which $375,000 of the funding is made available through a cost reimbursement grant, awarded to the City by the Florida House Representatives which requires execution of a grant agreement with the Department of Environmental Protection.

The specific request, here recommend by staff, is that the City Commission Authorize the City Manager to enter into an agreement with the FDEP for funding consistent with the Alachua Water Quality and Resiliency Improvement Project grant application and on all related documents.

FINANCIAL IMPACT: Yes

BUDGETED: Yes

FUNDING SOURCE: Grants

COMMISSION GOALS:
Quality of Life

ATTACHMENTS:

Description

- FDEP Grant Agreement

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Alachua Water Quality and Resiliency Improvement Project**
Agreement Number: **LPA0139**

2. Parties **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)
Grantee Name: **City of Alachua** Entity Type: **Local Government**
Grantee Address: **P. O. Box 9; Alachua, FL 32616** FEID: **59-6000262** (Grantee)

3. Agreement Begin Date: **Upon Execution**
Date of Expiration: **03/31/2023**

4. Project Number: *(If different from Agreement Number)*
Project Location(s): **Lat/Long (29.77485, -82.45618)**
Project Description: **The Grantee will design and permit a 1.0 MGD drinking water supply well, treatment improvements, piping improvements, and ancillary facilities in the City of Alachua.**

5. Total Amount of Funding: **$375,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☑ State ☐ Federal	**LP, GAA LI 1607A, FY 21-22, GR**	**$375,000.00**
☐ State ☐ Federal		
☐ Grantee Match		
	Total Amount of Funding + Grantee Match, if any:	**$375,000.00**

6. Department's Grant Manager
Name: **Nathan Jagoda** or successor
Address: **3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000**
Phone: **(850) 245-2946**
Email: **nathan.jagoda@FloridaDEP.gov**

Grantee's Grant Manager
Name: **Rodolfo Valladares, P. E.** or successor
Address: **P. O. Box 9 Alachua FL, 32616**
Phone: **386-418-6140**
Email: **rvalladares@cityofalachua.com**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☑ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☑ Attachment 2: Special Terms and Conditions
☑ Attachment 3: Grant Work Plan
☑ Attachment 4: Public Records Requirements
☑ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☑ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☑ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements for Grants
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Alachua **GRANTEE**

Grantee Name

By _____

(*Authorized Signature)* Date Signed

Mike DaRoza, City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____

Secretary or Designee Date Signed

Trina Vielhauer, Director of Water Restoration Assistance

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

DWRA Additional Signatures

_____

Nathan Jagoda, DEP Grant Manager

_____

Amanda Peck, DEP QC Reviewer

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

    ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement

the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.

j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
    ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting

acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other

obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or

otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

27. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

38. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPA0139

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is the Alachua Water Quality and Resiliency Improvement Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2021 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements
Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting.
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Additional Terms.
None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Alachua Water Quality and Resiliency Improvement Project

PROJECT LOCATION: The Project is located in the City of Alachua within Alachua County; Lat/Long (29.77485, -82.45618). See Figures 1 and 2 for a location map and site plan.

PROJECT BACKGROUND: In 2017, the City of Alachua (Grantee) experienced contamination of its water supply due to Hurricane Irma impacts, denying safe drinking water from reaching all 10,000 residents and hundreds of businesses for more than a week. Currently, the wells supplying the drinking water to the region are located in karst geology and geographically close together. These factors provide opportunities for the wells to be overwhelmed during storm events and subject to potential impacts by surficial contamination.

The project consists of the engineering design and permitting needed to construct a 1.0 million gallon per day (MGD) supply well, raw water main, treatment improvements, an operating facility, yard piping improvements, electrical backup, and associated infrastructure improvements. Once constructed, these improvements will diversify local water supply sources and ensure availability of clean drinking water. This will also make the system more resilient to extreme weather events and potential water quality impacts.

PROJECT DESCRIPTION: The Grantee will design and permit a 1.0 MGD drinking water supply well, treatment improvements, piping improvements, and ancillary facilities in the City of Alachua.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, rather this Agreement will cover only a portion of the work.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task #1: Design and Permitting

Deliverables: The Grantee will complete the design and obtain all necessary permits for construction of the water quality and resiliency improvements.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of design activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than quarterly.

PROJECT TIMELINE & BUDGET DETAIL:

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	$375,000	07/01/2021	09/30/2022
		Total:	$375,000		

Figure 1 – Project Location Map

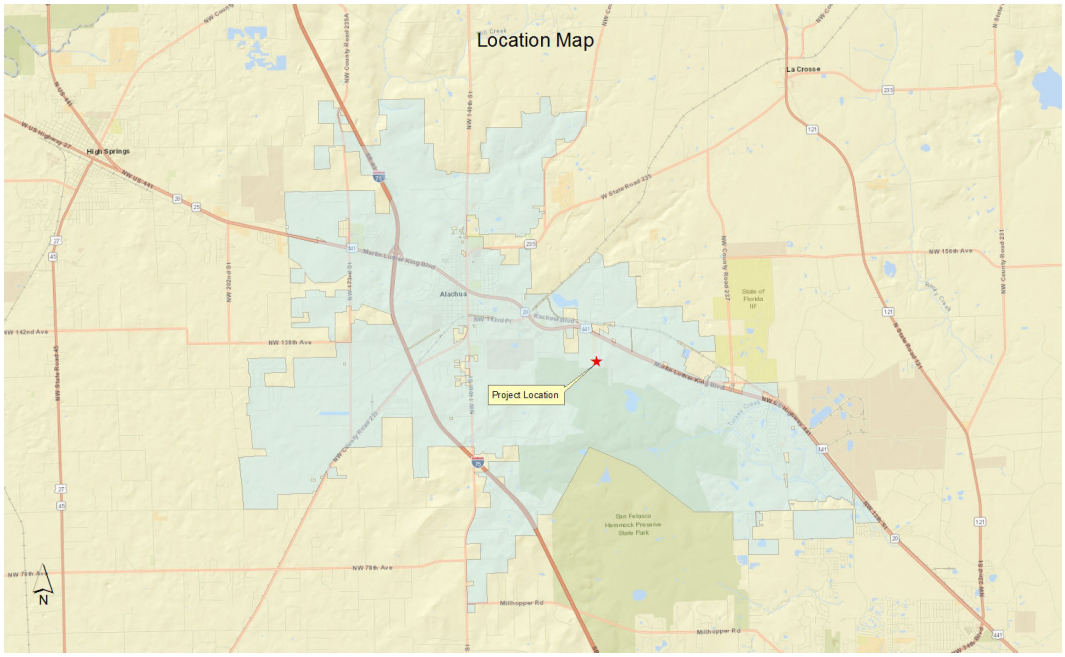
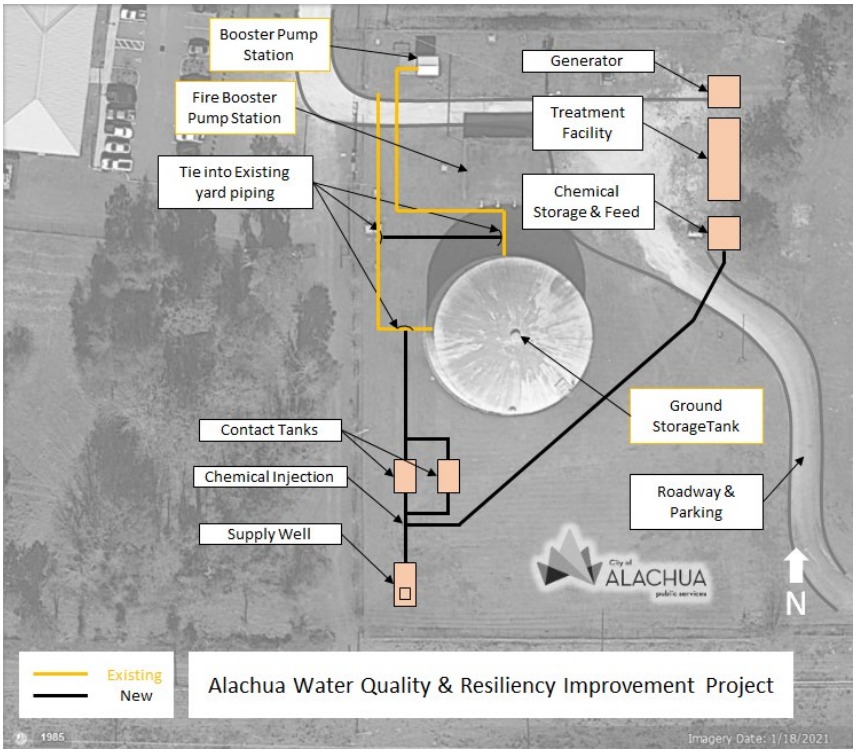


Figure 2 – Project Schematic Site Plan



STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **www.cfda.gov**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2021-2022	37.039	Statewide Surface Water Restoration and Wastewater Projects	$375,000	140047
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$375,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

DEP Agreement No.:	LPA0139
Project Title:	Alachua Water Quality and Resiliency Improvement Project
Grantee Name:	Alachua County
Grantee's Grant Manager:	
Reporting Period:	Select reporting period. Select year.

Provide the following information for all tasks identified in the Grant Work Plan:
Summarize the work completed within each task for the reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Add or remove task sections and use as many pages as necessary to cover all tasks. Use the format provided below.

Task 1: Task Title

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Task 2: Task Title

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Task 3: Task Title

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Task 4: Task Title

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Task 5: Task Title

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Indicate the completion status for the following tasks (if included in the Grant Work Plan):

Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐

Construction (Estimated): _____%

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager (Original Ink)	Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

Commission Agenda Item

MEETING DATE: 11/15/2021
SUBJECT: Resolution 22-03: Amending the Fiscal Year 2021-2022 Budget for the receipt of unanticipated revenue; Increasing the Water Utility Enterprise Fund to appropriate revenues and expenses related to American Rescue Plan Act (ARPA) Coronavirus Local Fiscal Recovery Fund Grant
PREPARED BY: Robert A. Bonetti, Finance and Administrative Services Director

RECOMMENDED ACTION:
Adopt Resolution 22-03

Summary

In March of 2021, the American Rescue Plan Act (ARPA) was signed into law. ARPA established, among other things, the Coronavirus State and Local Fiscal Recovery Funds (SLFRF). These funds are intended to provide support to State, territorial, local, and Tribal governments in responding to economic and public health impacts of COVID-19 and their efforts to contain impacts on their communities, residents, and business. ARPA allocated a total of over $7 billion to metropolitan cities, non-entitlement units of local government and counties in Florida.

The City of Alachua's allocation, as a non-entitlement unit of local government, is $4,957,950. These funds are to be distributed by the State of Florida Division of Emergency (DEM) in accordance with U.S. Department of Treasury guidance. The City executed an ARPA Coronavirus Local Fiscal Recovery Agreement on September 17, 2021 with DEM. Furthermore, half of the City's allocation was received on October 6, 2021. The remaining funds will be distributed in about a year.

There are four statutory allowable uses for these funds:

1. To respond to the COVID-19 public health emergency or its negative economic impacts;

2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to such eligible workers of the recipient, or by providing grants to eligible employers that have eligible workers who performed essential work;

3. For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID–19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; and,

4. To make necessary investments in water, sewer, or broadband infrastructure.

As such, the City intends to utilize this funding to address Strategic Initiative 1.2 to upgrade the water supply with an additional well field.

Accordingly, a resolution and budget amendment are necessary to appropriate the SLFRF funds.

FINANCIAL IMPACT: Yes

BUDGETED: No

AMOUNT: $4,957,950.00

FUNDING SOURCE: Water Fund

ADDITIONAL FINANCIAL INFORMATION: Adopting Resolution 22-03 and approving the budget amendment would increase the FY 2021-2022 Budget from $42,610,703 to $47,568,653.

COMMISSION GOALS:
Economic Development, Quality of Life, Community Enhancement, Strengthen Community Services

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ATTACHMENTS:

Description

- Resolution 22-03
- Resolution 22-03 Exhibit A
- ARPA Funding Agreement

RESOLUTION 22-03

A RESOLUTION OF THE CITY OF ALACHUA, FLORIDA; AMENDING THE FISCAL YEAR 2021-2022 BUDGET FOR THE RECEIPT OF UNANTICIPATED REVENUE; INCREASING THE WATER UTILITY ENTERPRISE FUND TO APPROPRIATE REVENUES AND EXPENSES RELATED TO THE AMERICAN RESCUE PLAN ACT (ARPA) CORONAVIRUS LOCAL FISCAL RECOVERY FUND GRANT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 11, 2021, the American Rescue Plan Act was signed into law; and

WHEREAS, This program is intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses; and,

WHEREAS, the Florida Division of Emergency Management and the City have executed the ARPA Coronavirus Local Fiscal Recovery Fund Agreement allocating $4,957,950 in ARPA funding to the City of Alachua;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ALACHUA, FLORIDA:

Section 1. The Finance and Administrative Services Director is directed to amend the Fiscal Year 2021-2022 Budget by increasing the Water Utility Enterprise Fund and appropriating the amount of $4,957,950 as reflected in the budget amendment attached hereto as Exhibit A.

Section 2. That this resolution shall become effective upon adoption.

DULY ADOPTED in regular session, this 15th day of November, 2021.

CITY OF ALACHUA
ALACHUA, FLORIDA

Gib Coerper, Mayor

ATTEST:

Mike DaRoza, City Manager/Clerk

CITY OF ALACHUA
BUDGET AMENDMENT / BUDGET TRANSFER

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	Water Utility	GS Wellfield	Federal Grants - ARPA Funds	020-000.7621-335.3501	4,957,950.00	0.00
2	Water Utility	GS Wellfield	CP - Water Dist. System Improv.	020-533.7621-506.6505	0.00	4,957,950.00
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
				AMENDMENT/TRANSFER TOTALS	4,957,950.00	4,957,950.00
				COMBINED TOTAL		9,915,900.00

NOTE: TO INCREASE REVENUE OR EXPENSE = POSITIVE NUMBER, TO DECREASE REVENUE OR EXPENSE = NEGATIVE NUMBER.

USE WHOLE DOLLARS ONLY.

Purpose: Appropriate ARPA grant for ground storage wellfield pursuant to Resolution 22-03.

APPROVED BY: _____

FINANCE AND ADMINISTRATIVE SERVICES DIRECTOR — DATE

APPROVED BY: _____

CITY MANAGER — DATE

DIVISION OF EMERGENCY MANAGEMENT
Grant/Grant and Aid Subgrant Routing Sheet

DEM Contract/Grant Number: Y5000 Mod #: _____ Date Initiated: 9/15/2021
Project Manager/Contact Person: Erin White Phone: 815-4458
Bureau Approval: _____ Melissa Shirah Digitally signed by Melissa Shirah Date: 2021.09.17 15:50:05 -04'00' Date: 9/15/2021
Subgrantee/Funding Source: Alachua, City of
Effective Dates: _____ Amount: $4,957,950.00

Type of Agreement: A) Grant X B) G & A Subgrant Agreement _____
C) Loan Agreement _____ D) Other (explain) _____

Routing:

First Review – Finance: _____ Date Received _____
_____ Date Reviewed _____
Fiscal Mgmt Signature: _____

First Review – Legal: _____ Date Received _____
_____ Date Reviewed _____
Legal Signature: _____ Michael Barry Digitally signed by Michael Barry DN: dc=org, dc=fleoc, ou=DEM_Users, ou=Director, cn=Michael Barry, email=Michael.Barry@em.myflorida.com Date: 2021.09.15 16:47:09 -04'00'

Second Review – Finance: _____ Date Received _____
_____ Date Reviewed _____
Fiscal Mgmt Signature: _____

Second Review – Legal: _____ Date Received _____
_____ Date Reviewed _____
Legal Signature: _____

Distribution:
1 - Division/Bureau with Original Agreement
2 - Grants with Original Agreement
3 - Fiscal Mgmt with Copy of Agreement

Agreement Number: Y5000
Unique Identifier Code: FL0001

AMERICAN RESCUE PLAN ACT
CORONAVIRUS LOCAL FISCAL RECOVERY FUND AGREEMENT

This Agreement is entered into by and between the State of Florida, Division of Emergency Management (the "Division") and Alachua, City of (the "Non-Entitlement Unit" or "Recipient").

RECITALS

A. Section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2, §9901) added section 603(a) to the Social Security Act ("ARPA"), which created the Coronavirus Local Fiscal Recovery Fund for the purpose of providing funds to local governments in order to facilitate the ongoing recovery from the COVID-19 pandemic ("Fiscal Recovery Funds"); and
B. Following the enactment of ARPA, the U.S. Department of the Treasury ("Treasury" or "Secretary") released formal and informal guidance regarding implementation of ARPA, including the disbursement and expenditure of Fiscal Recovery Funds, including Treasury Interim Final Rule, 31 CFR pt. 35, 2021, attending rule guidance published in the Federal Register, Volume 86, No 93,[1], and informal guidance made publicly available by Treasury, which may be amended, superseded, or replaced during the term of this Agreement ("Treasury Guidance"); and
C. ARPA allocated **$7,105,927,713.00** for making payments to metropolitan cities, non-entitlement units of local government, and counties in Florida, 21% of which is to be paid directly to metropolitan cities in Florida, 59% of which was paid directly to counties in Florida, and 20% of which is to be paid to the State of Florida for distribution to non-entitlement units of local government; and
D. The Secretary disbursed **$5,689,502,590.00** of these funds directly to metropolitan cities and counties; and
E. A remaining balance of **$1,416,425,123.00** was reserved for the State of Florida to disburse to non-entitlement units of local government; and
F. The Division has received these funds from the Secretary through the State of Florida in accordance with the provisions of ARPA; and
G. Pursuant to the provisions of ARPA, the Division is the state entity responsible for disbursing the funds to the Recipient under this Agreement; and
H. The Recipient is fully qualified and eligible to receive this funding in accordance with ARPA for the purposes identified therein.

Therefore, in consideration of the mutual promises, terms and conditions contained herein, the Division and the Recipient agree as follows:

(1) RECITALS. The foregoing recitals are true and correct and are incorporated herein by reference.

(2) TERM. This Agreement shall be effective **upon execution** and shall end on **December 31, 2024**, unless terminated earlier in accordance with the provisions of this Agreement. Upon expiration or termination of this Agreement for any reason, the obligations which by their nature are intended to survive expiration or termination of this Agreement will survive.

(3) FUNDING. The State of Florida, through the Division, will make a disbursement of each non-entitlement unit of local government's allocation based on the list of non-entitlement units published by Treasury and based upon the State's calculation of the Recipient's proportional share of the total population of all non-entitlement units in the State. The total Fiscal Recovery Funds allocation for Recipient under this Agreement is **$4,957,950.00**.

(4) USE OF FISCAL RECOVERY FUNDS
   a. The State, through the Division, will—within 30 days of receiving payment from the Secretary, or within such other time period as may be permitted by the Secretary—make an initial disbursement to the non-entitlement

[1] https://www.regulations.gov/document/TREAS-DO-2021-0008-0002 | Federal Register, Vol. 86, No. 93, Pg. 26786 ("Federal Register")

unit of local government of 50% of the total amount allocated to the non-entitlement unit.[2] Not earlier than 12 months from the date upon which the State makes the initial disbursement, the Secretary is expected to release the Second Tranche amount to the State. The State will—within 30 days of receiving payment from the Secretary, or within such other time period as may be permitted by the Secretary—make a second disbursement to the non-entitlement unit of local government.

b. Recipients may use payments for any expenses eligible under ARPA Coronavirus State and Local Fiscal Recovery Funds. Payments are not required to be used as the source of funding of last resort.
c. ARPA requires that Fiscal Recovery Funds may only be used to cover expenses incurred by the non-entitlement unit of local government by December 31, 2024[3], such as:
    i. to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
    ii. to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the non-entitlement unit of local government that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
    iii. for the provision of government services to the extent of the reduction in revenue of such non-entitlement unit of local government due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the non-entitlement unit of local government; or
    iv. to make necessary investments in water, sewer, or broadband infrastructure.
d. As specified in the Treasury Guidance, Eligible Use of Fiscal Recovery Funds falls under four categories, including (1) Public Health and Economic Impacts, (2) Premium Pay for Essential Workers, (3) Revenue Loss, and (4) Investments in Infrastructure.
    i. Public Health and Economic Impacts: Examples of eligible uses of Fiscal Recovery Funds under this category include, but are not limited to:
        1. COVID-19 Mitigation and Prevention expenses, such as vaccination programs, medical care, testing, personal protective equipment (PPE), and ventilation improvements;[4]
        2. Medical expenses, including both current expenses and future medical services for individuals experiencing prolonged symptoms and health complications from COVID-19;[5]
        3. Payroll expenses for public safety, public health, health care, human services, and other similar employees, to the extent that their services are devoted to mitigating or responding to COVID-19;[6]
        4. Efforts to remedy the economic impact of the COVID-19 public health emergency on households, individuals, businesses, and state, local, and tribal governments;[7] and
        5. Efforts to remedy pre-existing economic disparities which were exacerbated by the COVID-19 public health emergency.[8]
    ii. Premium Pay: Fiscal Recovery Funds may also be used to provide premium pay to essential workers, per Treasury Guidance's definition of "essential work."[9] Examples of essential workers include, but are not limited to:
        1. Staff at nursing homes, hospitals, and home care settings;
        2. Workers at farms, food production facilities, grocery stores, and restaurants;
        3. Janitors, truck drivers, transit staff, and warehouse workers
        4. Public health and safety staff;
        5. Childcare workers, educators, and other school staff; and

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[2] "First Tranche Amount," American Rescue Plan Act of 2021, H.R. s. 601(b)(7) "Timing"
[3] https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf
[4] *See* Federal Register, pg. 26790.
[5] *Id.*
[6] *Id.* at. 26791
[7] *Id* at 26791-26797
[8] *Id.*
[9] *Id.* at 26797

6. Social service and human services staff.[10]

iii. Revenue Loss: Recipients may use Fiscal Recovery Funds for the provision of government services to the extent of the reduction in revenue experienced due to the COVID-19 Public Health Emergency.[11]

iv. Investments in Infrastructure: Treasury Guidance specifies that Fiscal Recovery Funds may be used to improve access to clean drinking water, improve wastewater and stormwater infrastructure systems, and provide access to high-quality broadband services.[12]

e. Additional guidance regarding eligible uses of Fiscal Recovery Funds, as well as impermissible uses (including for pensions or to offset revenue losses from tax reductions) is set forth in Treasury Guidance.

(5) LAWS, RULES, REGULATIONS, AND POLICIES

a. Performance under this Agreement is subject to the applicable provisions of 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" including the cost principles and restrictions on general provisions for selected items of cost.

i. The following 2 CFR policy requirements apply to this assistance listing[13]:

- Subpart B, General provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards;
- Subpart D, Post Federal; Award Requirements;
- Subpart E, Cost Principles; and
- Subpart F, Audit Requirements.

ii. The following 2 CFR policy requirements also apply to this assistance listing: 2 C.F.R. Part 25, Universal Identifier and System for Award Management; 2 C.F.R. Part 170, Reporting Subaward and Executive Compensation Information; and 2 C.F.R. Part 180, OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement). The following 2 CFR Policy requirements are excluded from coverage under this assistance listing: For 2 C.F.R. Part 200, Subpart C; 2 C.F.R. § 200.204 (Notices of Funding Opportunities); 2 C.F.R. § 200.205 (Federal awarding agency review of merit of proposal); 2 C.F.R. § 200.210 (Pre-award costs);and 2 C.F.R. § 200.213 (Reporting a determination that a non-Federal entity is not qualified for a Federal award). For 2 C.F.R. Part 200, Subpart D, the following provisions do not apply to the SLFRF program: 2 C.F.R. § 200.308 (revision of budget or program plan); 2 C.F.R. § 200.309 (modifications to period of performance); C.F.R. § 200.305 (b)(8) and (9) (Federal Payment).

b. In addition to the foregoing, the Recipient and the Division will be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment C. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(6) NOTICES

a. All notices under this Agreement shall be made in writing to the individuals designated in this paragraph. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the new name, title and contact information of the new representative will be promptly provided to the other party, and no modification to this Agreement is required.

b. In accordance with section 215.971(2), Florida Statutes, the Division's Program Manager will be responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Division's liaison

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[10] *Id.*

[11] *Id.* at 26799

[12] *Id.* at 26802

[13] As defined in 2 C.F.R. § 200.1

with the Recipient. As part of his/her duties, the Program Manager for the Division will monitor and document Recipient performance.

c. The Division's Program Manager for this Agreement is:

Erin White
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-815-4458
Email: Erin.White@em.myflorida.com

d. The name and address of the representative responsible for the administration of this Agreement is:

Melissa Shirah
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-815-4455
Email: Melissa.Shirah@em.myflorida.com

e. The contact information of the representative of the Recipient is:

Authorized Representative:	W. Michael DaRoza
Title:	City Manager
Address:	P. O. Box 9, Alachua, FL 32616-0009
Telephone:	386-418-6100
Email:	mdaroza@cityofalachua.org

(7) PAYMENT

a. In order to obtain funding under this Agreement, the Recipient must file with the Division Program Manager information and documentation, including but not limited to the following:
   i. Local government name, Entity's Taxpayer Identification Number, DUNS number, and address;
   ii. Authorized representative name, title, and email;
   iii. Contact person name, title, phone, and email;
   iv. Financial institution information (e.g., routing and account number, financial institution name and contact information);
   v. Total NEU budget (defined as the annual total operating budget, including general fund and other funds, in effect as of January 27, 2020) or top-line expenditure total (in exceptional cases in which the NEU does not adopt a formal budget);
   vi. Signed Assurances of Compliance with Title VI of the Civil Rights Act of 1964. (Attachment D); and
   vii. Signed Award Terms and Conditions Agreement (Attachment E).

b. Payment requests must include a certification, signed by an official who is authorized to legally bind the Recipient, which reads as follows:

> By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

(8) RECORDS

a. As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

b. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/.

c. Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and (3) minutes of the meetings must be taken and promptly recorded.

d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by Florida Statute, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(9) AUDITS

a. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient must follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 CFR §200.49, "GAAP has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB).

b. When conducting an audit of the Recipient's performance under this Agreement, the Division must use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 CFR §200.50, "GAGAS, also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.

c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of and strict compliance with this Agreement and with Section 603(c) of the Social Security Act, the Recipient will be held liable for reimbursement to the Secretary of all funds used in violation of these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Recipient of such non-compliance.

d. The Recipient must have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor must state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

e. The Recipient must send copies of reporting packages required under this paragraph directly to each of the following:

i.

The Division of Emergency Management
DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

ii.

The Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

f. Fund payments are considered to be federal financial assistance subject to the Single Audit Act and the related provisions of the Uniform Guidance.

(10) REPORTS

a. The Recipient must provide the Secretary with periodic reports providing a detailed accounting of the uses of such funds by such non-entitlement unit of local government including such other information as the Secretary may require for administration of the Coronavirus Local Fiscal Recovery Fund. Concurrently, Recipients must provide to the Division a copy of the report given to the Secretary.
b. Failure by Recipient to submit all required reports and copies may result in the Division's withholding of further payments until all such documents are submitted to the Division and deemed to be satisfactory.
c. The Recipient must provide additional program updates or information if requested by the Division.

(11) LIABILITY.

Any Recipient which is a state agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein will be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

(12) TERMINATION

a. The Division may terminate this Agreement immediately for cause upon written notice to Recipient. Cause includes, but is not limited to, misuse of funds, fraud, non-compliance with ARPA, Treasury Guidance, or other applicable rules, laws and regulations, or failure by the Recipient to afford timely public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes.
b. The Division may terminate this Agreement for convenience upon thirty (30) days' prior written notice to Recipient.
c. In the event this Agreement is terminated, the Recipient must not incur new obligations for the terminated portion of this Agreement after it has received the notification of termination. The Recipient must cancel as many outstanding obligations as possible. Obligations incurred after receipt of the termination notice will be disallowed. The Recipient will not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, if and to the extent permitted by ARPA and Treasury Guidance, withhold payments to the Recipient for the purpose of set-off until the exact amount due the Division from the Recipient is determined and resolved.

(13) MISCELLANEOUS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions

or any material changes will, at the option of the Division and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

b. This Agreement must be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement will be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision is null and void to the extent of the conflict, and is severable, but does not invalidate any other provision of this Agreement.
c. Any power of approval or disapproval granted to the Division under the terms of this Agreement will survive the term of this Agreement.
d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
e. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.
f. The Recipient must comply with any Statement of Assurances incorporated as Attachment D.
g. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
h. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.
i. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
j. Any bills for travel expenses must be submitted in accordance with section 112.061, Florida Statutes.
k. This Agreement, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Agreement.
l. This Agreement may not be modified except by formal written amendment executed by both of the parties.
m. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 603 of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fiscal Recovery Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA will be grounds for unilateral cancellation of this Agreement by the Division.
n. The Recipient is subject to Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings must be publicly noticed, open to the public, and the minutes of all the meetings will be public records, available to the public in accordance with Chapter 119, Florida Statutes.
o. All expenditures of state or federal financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.
p. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement only for allowable costs resulting from obligations incurred during the specific agreement period.

q. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the Secretary.
r. If the purchase of the asset was consistent with the limitations on the eligible use of Fiscal Recovery Funds provided by ARPA and Treasury Guidance, the Recipient may retain the asset. If such assets are disposed of prior to December 31, 2024, the proceeds would be subject to the restrictions on the eligible use of Fiscal Recovery Funds provided by ARPA.

(14) LOBBYING PROHIBITION

a. 2 CFR §200.450 prohibits reimbursement for costs associated with certain lobbying activities.
b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."
c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
d. The Recipient certifies the following:
    i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

    ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."
    iii. The Recipient must require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose.
    iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(15) REQUIRED CONTRACTUAL PROVISIONS

a. EQUAL OPPORTUNITY EMPLOYMENT
    i. In accordance with 41 CFR §60-1.4(b), the Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

    During the performance of this contract, the contractor agrees as follows:

    1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph 1(a)(ii) of this section and the provisions of subparagraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. COPELAND ANTI-KICKBACK ACT

i. The Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

"Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract."

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause in subsection b(i) above and such other clauses as the Secretary may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

c. CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

d. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

"Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA)."

e. SUSPENSION AND DEBARMENT

If the Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such the contractor is required to verify that neither the contractor, its principals (defined at 2 CFR § 180.995), nor its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

ii. The contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

f. BYRD ANTI-LOBBYING AMENDMENT

If the Recipient enters into a contract using funds authorized by this Agreement, then any such contract must include the following clause:

"Byrd Anti-Lobbying Amendment, 31 USC § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Recipient."

(16) ATTACHMENTS. The parties agree to, and incorporate as though set forth fully herein, the following exhibits and attachments:

Exhibit 1	Funding Sources
Attachment A	ARPA Coronavirus Local Fiscal Recovery Fund Eligibility Certification
Attachment B	Certification Regarding Lobbying
Attachment C	Program Statutes and Regulations
Attachment D	Statement of Assurances
Attachment E	Award Terms and Conditions

(17) LEGAL AUTHORIZATION. The Recipient certifies that its governing body has authorized the Recipient's execution of this Agreement and that the undersigned person has the authority to legally execute and bind the Recipient to the terms of this Agreement.

RECIPIENT
Alachua, City of

By: _____

Name and title: Gib Coerper, Mayor
Date: 09-14-2021
FEIN : 596000262
DUNS : 084181585

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: Melissa Shirah Digitally signed by Melissa Shirah Date: 2021.09.17 15:50:21 -04'00'
Name and Title: **Kevin Guthrie, Director**
Date: _____

Exhibit 1

Funding Sources

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT, SUBJECT TO SECTION 215.97, FLORIDA STATUTES, CONSIST OF THE FOLLOWING:

State Project -

State awarding agency: Florida Division of Emergency Management
Catalog of State Financial Assistance title: Coronavirus State and Local Fiscal Recovery Funds (CSFRF)
Catalog of Federal Domestic Assistance number: 21.027
Amount of State Funding: **$4,957,950.00**

Attachment A

ARPA Coronavirus Local Fiscal Recovery Fund Eligibility Certification

I, Gib Coerper, Mayor, am the Authorized Agent of Alachua, City of ("Recipient") and I certify that:

1. I have the authority on behalf of the Recipient to request fund payments from the State of Florida ("State") for federal funds appropriated pursuant to section 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2, Title VI (March 11, 2021).

2. I have submitted to the State the Recipient's Total Budget in effect as of January 27, 2020, as defined by the United States Department of the Treasury, the annual operating budget including general fund and other funds.

3. I understand that the State will rely on this certification as a material representation in making grant payments to the Recipient.

4. I acknowledge that the Recipient should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 603(a) of the Social Security Act.

5. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the Florida Division of Emergency Management, and the Florida State Auditor General, or designee.

6. I acknowledge that the Recipient has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to de-obligate or offset any duplicated benefits.

7. I acknowledge and agree that the Recipient shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.

8.I acknowledge that if the Recipient has not obligated the funds it has received to cover costs that were incurred by December 31, 2024, as required by the statute, those funds must be returned to the United States Department of the Treasury.

9. I acknowledge that the Recipient's proposed uses of the funds provided as grant payments from the State by federal appropriation under section 603 of the Social Security Act will be used only to cover those costs that:

a. to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;

b. to respond to workers performing essential work during the COVID–19 public health emergency by providing premium pay to eligible workers of the metropolitan city, non-entitlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;

c. for the provision of government services to the extent of the reduction in revenue of such metropolitan city, non-entitlement unit of local government, or county due to the COVID–19 public health emergency relative to revenues collected in the most recent full fiscal year of the metropolitan city, non-entitlement unit of local government, or county prior to the emergency; or

d. to make necessary investments in water, sewer, or broadband infrastructure.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses during the period that begins on March 3, 2021 and ends on December 31, 2024.

By: Gib Coerper

Signature: 

Title: Mayor

Date: 09-14-2021

Attachment B

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Recipient, Gib Coerper, Mayor **, certifies, to the best of his or her knowledge that:**

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Recipient, , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Recipient understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By: Gib Coerper

Signature: 

Title:_ Mayor

Date:_ 09-14-2021

Attachment C

Program Statutes and Regulations

42 U.S.C. 801 Social Security Act	Coronavirus State and Local Fiscal Recovery Funds
Title 31, Part 35, Code of Federal Regulations	Treasury Interim Final Rule
Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
CFO MEMORANDUM NO. 04 (2005-06)	Compliance Requirements for Agreements

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

   The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.

9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Gib Coerper, Mayor

Alachua, City of

09-14-2021

Date

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address:

Alachua, City of

Address: P. O. Box 9, Alachua, FL 32616-009

DUNS Number: 084181585

Taxpayer Identification Number: 596000262

Assistance Listing Number: 21.027

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient: Alachua, City of

Authorized Representative: Gib Coerper

Title: Mayor

Date signed: 09-14-21

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE
The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
   a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records
   a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C.
§§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and

Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.
    a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are

determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:
   i. A member of Congress or a representative of a committee of Congress;
   ii. An Inspector General;
   iii. The Government Accountability Office;
   iv. A Treasury employee responsible for contract or grant oversight or management;
   v. An authorized official of the Department of Justice or other law enforcement agency;
   vi. A court or grand jury; or
   vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR

19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the- job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

Commission Agenda Item

MEETING DATE: 11/15/2021
SUBJECT: October 11, 2021 City Commission Meeting Minutes
PREPARED BY: LeAnne Williams, Deputy City Clerk

RECOMMENDED ACTION:
Approve the minutes.

Summary

October 11, 2021 City Commission Meeting Minutes.

ATTACHMENTS:

Description

- Minutes

Regular City Commission Meeting
Minutes
October 11, 2021

Mayor Gib Coerper	**City Manager Mike DaRoza**
Vice Mayor Shirley Green Brown	City Attorney Marian Rush
Commissioner Jennifer Blalock	
Commissioner Dayna Miller	
Commissioner Robert Wilford	

The City Commission will conduct a

Regular City Commission Meeting
At 6:00 PM

to address the item(s) below.

Meeting Date: October 11, 2021

Meeting Location: James A Lewis Commission Chambers

CITIZENS ATTENDING: William Bater, Robert Wolarwitz, John Sapp, Jerry Pinney, Jimmy Amoszewski, Marnique Edwards, Caeli Tolar (CHW), Scott Modesitt, Madalene Rhyand. STAFF PRESENT: Robert Bonetti, Carlos Hunt, Donna Myers, Chad Scott, Justin Tabor, Rodolfo Valladares, LeAnne Williams, Tyler Williams, Cap Wilson, Kathy Winburn.

CITY COMMISSION MEETING

Notice given pursuant to Section 286.0105, Florida Statutes. In order to appeal any decision made at this meeting, you will need a verbatim record of the proceedings. It will be your responsibility to ensure such a record is made.

CALL TO ORDER

Led by Mayor Gib Coerper.

INVOCATION

Led by Vice Mayor Shirley Green Brown.

PLEDGE TO THE FLAG

Led by Mayor Coerper.

APPROVAL OF THE AGENDA

Commissioner Robert Wilford moved to approve the agenda; seconded by Vice Mayor Brown.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed by unanimous consent.

APPROVE READING OF PROPOSED ORDINANCES AND RESOLUTIONS BY TITLE ONLY

Commissioner Dayna Miller moved to approve the reading of proposed ordinances and resolutions by title only; seconded by Vice Mayor Brown.

Passed by unanimous consent.

I. SPECIAL PRESENTATIONS

A. Legacy Summer Camp Artwork Certificate Presentation

Deputy City Clerk LeAnne Williams introduced the item.

Mayor Coerper and Ladtetre McClain presented the students with certificates.

Mayor Coerper thanked the children and parents for coming.

B. Colonial Heritage Month

Deputy City Clerk Williams introduced the proclamation.

Mayor Coerper read the proclamation and presented it to Kaye Hall, Kaye Hall, President of the Abraham Venable I Chapter National Society Colonial Dames XVII Century.

President Hall provided remarks.

C. National Community Planning Month Proclamation

Deputy City Clerk Williams introduced the proclamation.

Mayor Coerper read the proclamation and presented it to Planning and Community Development Director Kathy Winburn.

D. Florida City Government Week Proclamation 2021

Deputy City Clerk Williams introduced the proclamation.

Mayor Coerper read the proclamation and presented it to City Manager Mike DaRoza.

E. White Cane Safety Month Proclamation

Deputy City Clerk Williams introduced the proclamation.

Mayor Coerper read the proclamation and presented it to Dayna Miller, President of the Alachua Lions Club.

F. Red Ribbon Week Proclamation

Deputy City Clerk Williams introduced the proclamation.

Mayor Coerper read the proclamation and presented it to Commissioner Wilford.

G. 2021 National Breast Cancer Awareness Month & Alachua Goes Pink! Proclamation

Deputy City Clerk Williams introduced the proclamation.

Mayor Coerper read the proclamation.

II. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

Mayor Coerper opened the floor for comments.

Jimmy Amoszewski spoke of his concerns regarding Tara Forest and the plans to place 500 homes in close proximity to his neighborhood.

Bob Wolarwitz, President of the Homeowners Association of Dogwood Acres, First Addition, spoke of his concerns of the density of Tara West, and asked for berms and privacy fences to be required.

John Sapp spoke of his concerns about the density of Tara West, the "cookie cutter" style homes that might be built, the lack of privacy walls, and other concerns.

William Baker spoke of the reasons he chose the neighborhood in which he lives, and how he would like to see native trees and street lights that minimize glare.

John Humphrey, spoke of an ongoing problem with a neighbor who would not turn down loud music.

"Candice" spoke regarding the same neighbor, and stated music was blasting and could go on for 12 hours. She requested a noise ordinance. She stated her windows shake from the music. She said the police stated they must go to the City Commission for answers.

Allen, spoke of the shopping carts in front of the neighbors home. He stated noise keeps his baby from sleeping, and the City needs a noise ordinance.

Madalene Rhyand stated she would like to see a noise ordinance as well. She stated on Saturday night at 1:30 a.m., a truck sat in front of the community center for an hour with blasting music to the point that the windows were shaking.

Mayor Coerper spoke of a Florida Statute for loud music, which was found unconstitutional.

City Manager DaRoza stated he would be available after the meeting to discuss this situation.

(Please Limit to 3 Minutes. Any citizen who is unable to speak at this time will have an opportunity to speak at the end of the meeting

III. COMMITTEE REPORTS/COMMITTEE APPOINTMENTS/CITY ANNOUNCEMENTS

A. North Central Florida Regional Planning Council (NCFRPC) Report

Commissioner Wilford presented the report.

IV. PUBLIC HEARINGS AND ORDINANCES

(Presentations, other than the applicant, please limit to **3 Minutes**)

A. Ordinance 21-09, Second Reading: Large Scale Comprehensive Plan Amendment (LSCPA) - A request by Clay Sweger, AICP, LEED AP, of EDA Consultants, Inc., applicant and agent for Envision Seven Limited Liability Company, property owner, for consideration of a LSCPA to amend the Future Land Use Map (FLUM) on a ±16.10 acre subject property from Agriculture to Commercial on ±6.26 acres and from Agriculture to Industrial on ±9.84 acres. Tax Parcel Number 05970-004-000 (Legislative Hearing).

Having been sworn in, Principal Planner Justin Tabor introduced the item and provided the staff report.

Clay Sweger, AICP, LEED AP, Director of Planning, EDA Engineers – Surveyors – Planners, Inc. provided additional information for the Commission to consider.

Mayor Coerper asked the commissioners for questions or comments.

There were no questions or comments.

City Attorney Marian Rush read Ordinance 21-09 by title only.

Commissioner Jennifer Blalock moved to adopt Ordinance 21-09 on second and final reading; seconded by Vice Mayor Brown.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

B. Ordinance 21-10, Second Reading: Site-Specific Amendment to the Official Zoning Atlas (Rezoning): - A request by Clay Sweger, AICP, LEED AP, of EDA Consultants, Inc., applicant and agent for Envision Seven Limited Liability Company, property owner, for consideration of a Site-Specific Amendment to the Official Zoning Atlas (Rezoning) to amend the Official Zoning Atlas on a ±16.10 acre subject property from Agriculture (County) to Commercial Intensive (CI) on ±6.26 acres and from Agriculture (County) to Light & Warehouse Industrial (ILW) on ±9.84 acres. Tax Parcel Number 05970-004-000 (Quasi-Judicial Hearing).

City Attorney Rush read Ordinance 21-10 by title only.

Principal Planner Tabor requested the staff report from Ordinance 21-09 be incorporated as the staff report for Ordinance 21-10.

Mayor Coerper asked the commissioners for questions or comments.

There were no questions or comments.

Commissioner Miller moved based upon the competent substantial evidence presented at this hearing, the presentation before this Commission, and Staff's recommendation, this Commission finds the application for a Site-Specific Amendment to the Official Zoning Atlas

submitted by EDA Consultants, Inc. on behalf of Envision Seven Limited Liability Company to be consistent with the City of Alachua Comprehensive Plan and in compliance with the Land Development Regulations and adopts Ordinance 21-10 on second and final reading; seconded by Commissioner Blalock.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

C. Ordinance 22-01, Second Reading: Land Development Regulations (LDR) Text Amendment: Ryan Thompson, AICP, of Causseaux, Hewett, & Walpole, Inc., to amend or create the following Sections of the City of Alachua LDRs: 2.4.10(B)(3); 3.5.2(F); 4.1.1; 4.3.1(A)(5); 5.1.3; 6.1.4(B)(1); 6.2.2(B); 6.2.2(D)(3)(c); 7.2.4(A)(2); 7.3.1(B)(1); and 10.2; and amending Tables 4.1-1; 5.1-3; 6.1-1; 6.2-2; 7.3-1; and Table 7.3-2 (Legislative Hearing).

City Attorney Rush read Ordinance 22-01 by title only.

Principal Planner Justin Tabor introduced the item and provided the staff report.

Mayor Coerper asked the commissioners for questions or comments.

There were no questions or comments.

Vice Mayor Brown moved based upon the competent substantial evidence presented at this hearing, the presentation to this Commission, and Staff's recommendation, this Commission finds the proposed text amendments to the City's Land Development Regulations to be consistent with the City of Alachua Comprehensive Plan and in compliance with the City's Land Development Regulations and adopts Ordinance 22-01 on second and final reading; seconded by Commissioner Miller.

Mayor Coerper opened the floor for comments.

Mitch Glaeser voiced his concerns regarding multi-ownership of this style of property.

Commissioner Miller asked Mr. Glaeser to elaborate.

Mr. Glaeser explained further.

Passed 5-0 by roll call.

D. Public Hearing – Florida Community Development Block Grant - Coronavirus (CDBG-CV) Program

Finance and Administrative Services Director Robert Bonetti introduced the item.

Scott Modesitt of Summit Professionals provided the report and made recommendations.

Mayor Coerper asked the commissioners for questions or comments.

Commissioner Wilford asked who would track requirements.

Mr. Modesitt stated his firm would track it.

Vice Mayor Brown moved to conduct the Second Public Hearing to receive citizen input, re-affirm direction to submit the CDBG-CV application to the DEO, and authorize the Mayor to sign documents; seconded by Commissioner Blalock.

Mayor Coerper opened the floor for comments.

Ms. Rhyand stated the Cleather H. Hathcock, Sr. Center was a wonderful building and Ms. McClain was wonderful with the citizens. And she was excited to see this happen for the community.

Passed 5-0 by roll call.

V. AGENDA ITEMS

A. Resolution 22-01: Foundation Park Phase 2 Off-Site Tree Mitigation Request

City Attorney Rush read Resolution 22-01 by title only.

Principal Planner Tabor introduced the item and provided the staff report.

Mayor Coerper asked the commissioners for questions or comments.

There were no questions or comments.

Vice Mayor Brown moved to adopt Resolution 22-01; seconded by Commissioner Wilford.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

B. Power Purchase Agreement with FPL

Public Services Director Rodolfo Valladares introduced the item and made recommendations.

Mayor Coerper asked the commissioners for questions or comments.

Commissioner Wilford stated it was encouraging to see there were seven bidders for the project.

Vice Mayor Brown moved to approve the Agreement for the Purchase and Sale of Electric Energy and Capacity Between the City of Alachua and Florida Power and Light and authorize and direct the City Manager to execute the contract and any other necessary documents; seconded by Commissioner Wilford.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

VI. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

Mayor Coerper opened the floor for comments.

Mr. Modesitt stated he had experience with noise ordnances, and asked if the City of Alachua had some restrictions in Municode.

Mayor Coerper asked if Mr. Modesitt would stay after the meeting to assist with the discussion.

> **(Please Limit to 3 Minutes.**Any citizen who did not speak during the Citizen Comments period at the beginning of the meeting may do so at this time.)

VII. COMMENTS FROM CITY MANAGER AND CITY ATTORNEY

City Manger DaRoza thanked all of the Citizens who came to speak from Dogwood Acres and those who came regarding the noisy neighbor. He stated he would like to hear more from Ms. Rhyand and her situation at 1:30 a.m. He stated on Friday, October 15, 2021, at Legacy Park Amphitheater, the movie Spies in Disguise would be viewed. He announced Trick or Treat on Main would be on October 30, 2021, from 6:00 p.m. to 8:00 p.m.

City Attorney Rush read into the record Form 8B from Vice Mayor Brown regarding the appointing of John Brown to the Senior Resources Advisory Board.

VIII. COMMISSION COMMENTS/DISCUSSION

Commissioner Blalock thanked everyone for coming and expressed her dismay at their situation.

Commissioner Wilford thanked:

1. Those who attended the meeting from Dogwood Acres
2. Those who come to discuss the noise in their neighborhood
3. Chief Chad Scott and his staff for the protection they provide
4. Vice Mayor Brown for the invocation

He stated he attended the recent Alachua Chamber of Commerce luncheon, where Sheriff Clovis Watson Jr. gave a wonderful speech.

Commissioner Miller stated she appreciated the residents for coming to the meeting and she hoped a resolution could be found.

Vice Mayor Brown thanked the citizens for coming out. She stated if she was in their neighborhood, she would be sitting there with them. She offered her help in the situation. She announced the Youth Advisory Council would be sponsoring a Senior Octoberfest on October 23, 2021, from 2:00 p.m. to 4:00 p.m.

Mayor Coerper reminded the citizens to stay after the meeting so City Manager DaRoza could help them. He stated he was interviewed by the University of Florida as a part of their preservation of history project.

ADJOURN

Commissioner Wilford moved to adjourn; seconded by Commissioner Blalock.

CONSENT AGENDA

CONSENT AGENDA ITEMS

A. September 27, 2021 City Commission Meeting Minutes

ATTEST:

CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA

_____
Mike DaRoza, City Manager/Clerk

_____
Gib Coerper, Mayor

Commission Agenda Item

MEETING DATE: 11/15/2021
SUBJECT: October 25, 2021 City Commission Meeting Minutes
PREPARED BY: LeAnne Williams, Deputy City Clerk

RECOMMENDED ACTION:
Approve the minutes.

Summary

October 25, 2021 City Commission Meeting Minutes.

ATTACHMENTS:

Description

- Minutes

Regular City Commission Meeting
Minutes
October 25, 2021

Mayor Gib Coerper	**City Manager Mike DaRoza**
Vice Mayor Shirley Green Brown	City Attorney Marian Rush
Commissioner Jennifer Blalock	
Commissioner Dayna Miller	
Commissioner Robert Wilford	

The City Commission will conduct a

Regular City Commission Meeting
At 6:00 PM

to address the item(s) below.

Meeting Date: October 25, 2021

Meeting Location: James A Lewis Commission Chambers

CITIZENS PRESENT: None STAFF ATTENDING: Robert Bonetti, Donna Myers, Jesse Sandusky, Donna Smith, Rodolfo Valladares, LeAnne Williams, Cap Wilson.

CITY COMMISSION MEETING

Notice given pursuant to Section 286.0105, Florida Statutes. In order to appeal any decision made at this meeting, you will need a verbatim record of the proceedings. It will be your responsibility to ensure such a record is made.

CALL TO ORDER

Led by Mayor Gib Coerper.

INVOCATION

Led by Vice Mayor Shirley Green Brown.

PLEDGE TO THE FLAG

Led by Mayor Coerper.

APPROVAL OF THE AGENDA

Commissioner Robert Wilford moved to approve the agenda; seconded by Commissioner Dayna Miller.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed by unanimous consent.

APPROVE READING OF PROPOSED ORDINANCES AND RESOLUTIONS BY TITLE ONLY

Vice Mayor Brown moved to approve the reading of proposed ordinances and resolutions by title only; seconded by Commissioner Jennifer Blalock.

Passed by unanimous consent.

I. SPECIAL PRESENTATIONS

II. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

Mayor Coerper opened the floor for comments.

There were no comments.

(**Please Limit to 3 Minutes.**Any citizen who is unable to speak at this time will have an opportunity to speak at the end of the meeting

III. COMMITTEE REPORTS/COMMITTEE APPOINTMENTS/CITY ANNOUNCEMENTS

A. Florida Department of Environmental Protection (FDEP) Workshop Report

Commissioner Wilford presented the report.

B. Suwannee River Water Management District (SRWMD) Meeting Report

Commissioner Wilford presented the report.

IV. PUBLIC HEARINGS AND ORDINANCES

(Presentations, other than the applicant, please limit to **3 Minutes**)

V. AGENDA ITEMS

A. 2022 City Commission Calendar

Deputy City Clerk LeAnne Williams introduced the item and made recommendations.

Commissioner Wilford moved to approve the Proposed 2020 City Commission Meeting Calendar; seconded by Commissioner Blalock.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call

B. RFP 2021-03 Small Cities Community Development Block Grant (CDBG) - Coronavirus (CV) Grant Administration Services

Purchasing Specialist Donna Smith introduced the item and made recommendations.

Mayor Coerper asked the commissioners for questions or comments.

Commissioner Miller asked if it was usual to receive only one submittal.

Purchasing Specialist Smith stated the bid was given a 14-day deadline to meet the pre-qualifications; however, it has also become a common trend to receive only one or two bids.

Mayor Coerper stated if Summit Professionals was the only one to bid, at least we knew they were an outstanding company.

Vice Mayor Brown stated she remembered other bids where there was only one bidder.

City Manager Mike DaRoza stated we followed the law and even exceeded the time by a few days, as Purchasing Specialist Smith had stated, but the City is seeing a trend wherein some instances there were only one bid received.

Vice Mayor Brown moved to approve approve the recommended ranking for RFP 2021-03 as presented and authorize the City Manager to enter into a contract with Summit Professionals, Inc. to complete work as needed under the provisions of RFP 2021-03 and to issue a Purchase Order in an amount not to exceed $127,580.00 for Grant Administration and Grant Activity Delivery Services; seconded by Commissioner Blalock.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

VI. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

Mayor Coerper opened the floor for comments.

There were no comments.

(**Please Limit to 3 Minutes.**Any citizen who did not speak during the Citizen Comments period at the beginning of the meeting may do so at this time.)

VII. COMMENTS FROM CITY MANAGER AND CITY ATTORNEY

City Manager DaRoza announced Trick-or-Treat on Main would be held on Saturday, October 30, 2021. He stated Legacy Park would host a charity event called Hoops & Heroes on Saturday, November 6, 2021, from 8:00 a.m. to 4:00 p.m.

City Attorney Marian Rush wished everyone a happy and safe Halloween.

VIII. COMMISSION COMMENTS/DISCUSSION

Commissioner Wilford thanked Vice Mayor Brown for the invocation. He thanked Chief Chad Scott and his officers for their community-centered approach to protecting the community. He congratulated the Santa Fe Girls Volleyball team who won a District title for the fourth straight year. He stated he attended:

- The ribbon-cutting ceremony for the new O2B Kids
- The "Felasco Fest" at San Felasco Tech City
- The Senior Octoberfest at the Cleather H. Hathcock Center
- A farewell party for Major David Robertson, Commander Judge Advocate, U.S. Army National Guard, who would be deployed to the Ukraine November 1, 2021

Commissioner Miller announced the Youth Advisory Council would have their meeting at 5:30 p.m., Thursday, October 28, 2021. She reminded everyone to take a walk down Main Street and enjoy Scarecrow Row. She stated she attended the Ronald Reagan Black Tie and Blue Jean BBQ at Legacy Park. She stated she was asked to be on the board of a non-profit called Joshua's Place. She said a community planning meeting was to be held on October 28, 2021, at Living Covenant Church. She stated they were looking for anyone who might have experience in counseling or crisis support.

Vice Mayor Brown stated she attended:

- The Faith in Florida Conference to address voter registration and new proposed legislation
- The Alachua County Community Remembrance Project, at which the Gainesville Subcommittee placed a historical marker near the Alachua County Courthouse
- The Seniors Octoberfest sponsored by the Youth Advisory Council. She stated it was an awesome event, and thanked Deputy City Clerk Williams for coordinating the event

She congratulated Commissioner Blalock and thanked her for the tour of the new O2B Kids. She stated she was currently serving on the Board of Directors for the Child Advocacy Center, which provided services to children and victims of abuse.

Mayor Coerper thanked everyone for attending so many events in the community.

ADJOURN

Commissioner Wilford moved to adjourn; seconded by Commissioner Miller.

CONSENT AGENDA

CONSENT AGENDA ITEMS

A. Alachua Police Fleet Vehicles

ATTEST:

CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA

_____
Mike DaRoza, City Manager/Clerk

_____
Gib Coerper, Mayor

City of Alachua
THE GOOD LIFE COMMUNITY

Commission Agenda Item

MEETING DATE: 11/15/2021
SUBJECT: Public Services - Powerline Vegetation Maintenance and Tree Trimming Services
PREPARED BY: Donna Smith, Purchasing Coordinator

RECOMMENDED ACTION:
1) Authorize the issuance of a Purchase Order to Asplundh Tree Experts, LLC in an amount not to exceed $100,000.00.

2) Authorize the City Manager to execute any necessary Work Orders to complete the powerline vegetation maintenance and powerline tree trimming.

Summary

On September 27, 2021, the City Commission adopted the FY 2021-2022 Budget authorizing $100,000.00 in the Public Services Electric Division budget to provide for Powerline Vegetation Management and Powerline Tree Trimming throughout the City of Alachua.

On March 23, 2021, the City entered into a contact with Asplundh Tree Experts, LLC to provide powerline vegetation management and powerline tree trimming. The contract automatically renewed on October 1, 2021 for one (1) year.

The Electric Division has identified the powerline areas needing vegetation management and tree trimming and is ready to move forward with issuing work orders to complete the powerline vegetation maintenance and powerline tree trimming.

Staff recommends moving forward with issuing work orders to Asplundh Tree Experts, LLC to complete the powerline vegetation maintenance and powerline tree trimming services.

FINANCIAL IMPACT: Yes

BUDGETED: Yes

AMOUNT: Not to Exceed $100,000.000 (Approved in FY 2021-2022 Budget)

FUNDING SOURCE: Electric Fund

COMMISSION GOALS:
Quality of Life, Strengthen Community Services

ATTACHMENTS:

Description

- Asplundh Tree Experts, LLC

CONTRACT

THIS CONTRACT made effective the 23rd day of March, **2021** by and between City of Alachua, hereinafter referred to as COA and ASPLUNDH TREE EXPERTS, LLC. hereinafter referred to as CONTRACTOR,

WITNESSETH:

WHEREAS, COA has prepared a Project Scope, Exhibit A, and CONTRACTOR has submitted to COA a bid, Exhibit B, in accordance with the terms of this Contract and the Contract Documents; and

WHEREAS, COA, has determined and declared CONTRACTOR has submitted the lowest responsive and responsible bid for the work specified herein and hereby awards to CONTRACTOR this contract for the sum or sums named in CONTRACTOR bid as set forth in Exhibit B; and

1. PARTIES

1. 1. The City of Alachua may be interchangeably referred to herein as COA, CITY, PURCHASER, OWNER, or like term.

1. 2. The terms CONTRACTOR, Bidder, Vendor or like term, refer to the same party. The terms may be used interchangeably throughout the Contract and Contract Documents.

2. CONTRACTOR OBLIGATION

2. 1. CONTRACTOR shall furnish all labor, equipment, materials, supplies and services as specified and required herein; and

3. COA PAYMENT

3. 1. COA shall pay, in accordance with Exhibit B, upon completion of all work and acceptance by COA, the sum or sums set forth in each specific Work Order, Exhibit C, plus or minus the sum of any fully executed Change Order, Exhibit D.

4. TERM

4. 1. This CONTRACT shall run from and be effective from March 23, 2021 through September 30, 2021.

4. 2. This Contract will automatically renew on October 1, 2021 for one of four (4) successive one year terms, October 1 to September 30 of the following calendar year, unless automatic renewal is canceled by either party by the delivery of email notice (See Section 33) to the other on or before June 1 of any contract year.

5. WORK ORDER

5. 1. Work can be and is only authorized by the COA issuing a completed Work Order, Exhibit C that has been submitted and executed by CONTRACTOR to the satisfaction of COA. COA approval must be evidenced by the affixed signature of the City Manager. No Work can be authorized by any other means. Each Work Order must contain a Lump Sum or Not to Exceed Amount along with a date of completion

6. CHANGE ORDER

6. 1. The Scope of Work, Price or Time of Completion for each Work Order or this Contract cannot be changed except by Change Order, Exhibit D, agreed to as evidenced by the signature of COA (by City Manager) and CONTRACTOR.

7. SAFETY

7. 1. CONTRACTOR shall have in place an implemented and enforced Safety Plan consistent with the standard in the industry to include all safety and vehicular regulations including safety lighting as defined by Florida Department of Transportation (FDOT) and Florida Division of Motor Vehicles.

8. CONTACTOR TO EXERCISE CARE AND REPORT HAZZARDS.

8. 1. CONTRACTOR shall perform all work with the care expected and required on public grounds and places.

8. 2. CONTRACTOR shall, within a reasonable time as the situation or event demands and requires, report by written notice as set forth in Section 33, any hazard observed on COA public grounds or facilities. Any condition presenting an immediate hazard or threat of bodily injury or damage to property is to also be reported expeditiously to the Alachua Police Department.

9. TIME OF ESSENECE

9. 1. COA and CONTRACTOR agree time is of the essence in the completion of each Work Order and the deadline for completion is binding unless CONTRACTOR obtains a Change Order extending the date and time. CONTRACTOR expressly agrees that, in undertaking to complete the work/services within the time specified, CONTRACTOR made allowances for all hindrances and delays which might usually be expected to occur in performing the work. No claims shall be made by CONTRACTOR or his sub-contractors for such hindrances and delays. If CONTRACTOR or his sub-contractors experience hindrances or delays that, in opinion of CONTRACTOR, are not usually to be expected in the performance of the work, and which affect the performance of the work, CONTRACTOR may request a Change Order for an extension of date/time. Such hindrances and delays may include, but not be limited to, acts or failure to act by COA or other CONTRACTOR employed by COA, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

10. LIQUIDATED DAMAGES

10. 1. The parties agree COA will suffer damages in the event work is not completed and accepted by a required completion date and time. Therefore, it is agreed, since the amount of damage from delay is not able to be specifically determined at this point, that a reasonable approximation of damage is $100.00 per day past the scheduled completion date and time of any and all Work Orders. The parties agree the $100.00 amount is not a penalty but is a reasonable approximation of actual damage that will be suffered by COA.

11. PUBLIC PROJECT

11. 1. It is recognized and agreed that the Project that is the subject of this Contract is publicly funded as a part of the annual budget of COA and it is the responsibility of CONTRACTOR to prior to submitting a Work Order or Change Order request, inspect any work site, call for or seek permission from COA to conduct any tests contractor deems necessary or appropriate, and be familiar with all conditions or other factors that may affect the cost(s) or contract time(s) as set forth in this Contract. The Price is agreed and understood to be as set forth for each Work Order and completion time is of the essence. Any Change Order request submitted by CONTRACTOR shall be considered accordingly.

12. INDEMNIFICATION BY CONTRACTOR

12. 1. CONTRACTOR hereby agrees to indemnify and save harmless COA for any loss caused directly or indirectly by CONTRACTOR, its subcontractor, agent, employee acting on its behalf or in its stead or caused by any product, service or work supplied pursuant to this contract.

13. WARRANTIES

13. 1. CONTRACTOR warrants all work, products and services provided directly or indirectly, by CONTRACTOR a subcontractor, agent, employee acting on its behalf or in its stead and that any product, service or work supplied under the contract will be fit for all purposes intended and consistent with all commercial standards.

13. 2. CONTRACTOR warrants to COA that all work shall be free from defects in material or workmanship and that the services provided under the contract shall conform to all requirements of the contract and expectations of the COA. After receipt of written notice thereof, CONTRACTOR shall promptly correct any defective work and any damage to other work caused, all at CONTRACTOR's expense. CONTRACTOR hereby assigns to COA any and all rights under any warranties CONTRACTOR may have received or be entitled to from vendors of materials and/or equipment incorporated into the work. The warranties set forth shall apply to all materials, equipment and services.

13. 3. COA will not accept any disclaimer of warranties of merchantability and fitness for a particular purpose for work, product or service(s) offered.

14. CONTRACTOR VENDOR STATUS

14. 1. CONTRACTOR will continue to maintain its status as and meet all requirements of an approved vendor of COA during the term of the contract.

14. 2. CONTRACTOR will provide at contract execution (before beginning any work) a certificate of insurance acceptable to COA reflecting COA as an additional insured and otherwise meeting all requirements set forth in Exhibit E.

15. NON WAIVER OF SOVEREIGN IMMUNITY

15. 1. Notwithstanding any express or implied term or language elsewhere in the contract or any document furnished by CONTRACTOR, COA has not and does not waive sovereign immunity and reserves the limits of liability as set forth in Section 768.28, Florida Statutes.

16. PUBLIC WORK PROJECT

16. 1. The Project is a Public Work. No Lien may be filed against COA. Any Claimant shall have a right of action against CONTRACTOR and against any required Payment or Performance Bonds in accordance with Chapter 255. Such action may not involve the COA in any action or expense.

17. PAYMENT AND PERFORMANCE BONDS

17. 1. COA reserves the right to require the posting of Payment and Performance Bonds for the amount of the total price of each Work Order in excess of $50,000.00 or for amount of all outstanding Work Orders when the combined price, when added together, exceeds a combined total in excess of $50,000.

17. 2. Bonds required by COA shall meet the requirements of and be posted in accordance with Chapter 255 of Florida Statutes. Further, when a Bond is required under this article, Contractor is required to insert the following in every related subcontract:

> **"Notice: Claims for labor, materials and supplies are not assertable against City of Alachua, and are subject to proper prior notice to CONTRACTOR, pursuant to Chapter 255 of the Florida Statutes."**

18. ASSIGNMENT

CONTRACTOR shall not assign, subcontract or transfer any interest in this CONTRACT without the written consent of COA. Nor shall CONTRACTOR assign any monies due or to become due to it under this CONTRACT without the prior written consent of COA. Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the CONTRACT, whether arising in tort, contract or otherwise, without the written consent of the other party. These conditions and the entire CONTRACT are binding on the heirs, successors and assigns of the parties.

19. INDEPENDENT CONTRACTOR

19.1. It is understood and agreed that CONTRACTOR is an independent CONTRACTOR and not an employee of COA. COA will not withhold income

taxes, social security or any other sums from the payments made to CONTRACTOR.

19.2. CONTRACTOR shall in no way hold CONTRACTOR out to any third person as an agent of COA.

19.3. CONTRACTOR and all subcontractors are solely responsible for all employee or agent wages. CONTRACTOR and subcontractor will be solely responsible for full payment to any outside employment agencies and/or sub-contractors. All persons furnished by CONTRACTOR or subcontractor shall be considered solely its employees or agents and each shall be responsible for payment of all unemployment, social security and other payroll taxes, including making contributions when required by law.

20. NON WAIVER OF RIGHTS

20.1 No partial payment made under this CONTRACT shall be evidence of the performance of the CONTRACT either wholly or in part, and no payment shall be construed to be an acceptance of improper material or unsatisfactory performance. No act of COA in superintending, nor failure to disapprove or reject any material used, work performed, nor any extension of time for the completion shall be construed as acceptance of the work either wholly or in part. Acceptance shall be evidenced only by the final payment by COA.

21. INDEMIFICATION

21.1 CONTRACTOR covenants and agrees to indemnify and save harmless COA and to defend from all cost, expenses, damages, attorney fees injury or loss to which COA and/or its officials, directors, partners, consultants, agents or employees may be subjected by any person, firm, corporation or organization by reason of any wrongdoing, misconduct, want or need of care or skill, negligence or default or breach of contract, guaranty, or warranty, by the successful CONTRACTOR, sub-contractor, sub-supplier any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

22. WRITING REQUIRED

22.1 No oral statement of any person shall modify or otherwise affect the terms, conditions or specifications stated in the Contract Documents.

22.2 All modifications, amendments or addenda to the Contract Documents must be made in writing by Change Order and executed by CONTRACTOR and COA in order to be legally enforceable. See Section 6.

23. DESCRIPTIVE INFORMATION

23.1 All equipment, materials and articles incorporated are to be of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the specifications. Reference to any equipment, material, article or process, by trade name or make, shall not be construed as to limit competition. Also see Section 13.

23.2 Substitutions shall be approved only if determined by COA to be equivalent to the specifications. A substitution is subject to disqualification if the substitution is not pre-approved by COA.

24. COMPLIANCE WITH LAWS AND REGULATIONS

24.1. CONTRACTOR hereby certifies that it is aware of any and all applicable federal, state and local laws, regulations, orders of courts or governmental agencies (including the Occupational Safety and Health Act) ordinances and permitting requirements and further certifies that it has taken or will take all actions necessary to ensure full compliance with such requirements, including full compliance by any sub-contractors and/or material suppliers employed by CONTRACTOR to perform on this Contract. CONTRACTOR agrees to indemnify and hold COA harmless for any and all claims, losses, penalties, fines and expenses (including, without limitation, any and all reasonable attorney and expert fees) related to CONTRACTOR failure, and/or the failure of its sub-contractors and material suppliers, to abide by the terms of this Section.

24.2. CONTRACTOR hereby certifies that it is aware of any and all applicable federal immigration law requirements, including, without limitation, CONTRACTOR obligation to properly verify the legal work status of each of its employees by the filing of a complete and accurate Form I-9. CONTRACTOR also acknowledges the importance of ensuring that all personnel accessing any of COA property have been properly verified through the I-9 documentation process. Accordingly, CONTRACTOR further certifies that it has taken and will take all actions necessary to ensure full compliance with the Form I-9 requirements, and any other applicable immigration law requirements, and shall also ensure the compliance with such requirements by any sub-contractors and material suppliers employed by CONTRACTOR on this Contract. CONTRACTOR agrees to indemnify and hold COA harmless for any and all claims, losses, penalties, fines and expenses (including, without limitation, any and all reasonable attorney and expert fees) related to CONTRACTOR failure, and/or the failure of its sub-contractors and material suppliers, to abide by the terms of this Section.

24.3. All hazardous waste and used materials, such as containers, liquids, rags, filters, and solvents, etc. must be disposed of in accordance with all Federal, State and Local Laws and regulations.

24.4. Any violation of said statues, laws, ordinances, rules or regulations shall entitle COA to terminate this CONTRACT immediately, for cause, upon written notice.

25. PUBLIC RECORDS

25.1. CONTRACTOR shall allow public access to all documents, papers, letters or other material subject to the provisions of 119, Florida Statute (F.S.) made or received by CONTRACTOR in conjunction with this Contract. Specifically, CONTRACTOR must:

A. Keep and maintain public records that ordinarily and necessarily would be required by COA in order for COA to perform the services being performed by CONTRACTOR.

B. Provide the public with access to public records on the same terms and conditions that COA would provide the records and at a cost that does not exceed the cost provided in 119, F.S., or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

D. Meet all requirements for retaining public records or transfer, at no cost to COA, all public records in possession of CONTRACTOR upon termination of the contract. All records stored electronically must be provided to COA in a format that is compatible with the information technology systems of COA.

25.2. CONTRACTOR must promptly provide COA with a copy of any request to inspect or copy public records in possession of CONTRACTOR and shall promptly provide COA a copy of CONTRACTOR response to each such request. Failure to grant such public access will be grounds for immediate termination of this Contract by COA.

25.3. This provision will apply to all services provided unless CONTRACTOR can demonstrate by clear and convincing evidence that it is not or was not acting on behalf of COA under Florida law. CONTRACTOR will be held liable for plaintiff attorney fees and costs if a suit is properly filed and the court finds that CONTRACTOR unlawfully refused to comply with a public records request within a reasonable time.

25.4. CONTRACTOR shall contact Deputy City Clerk Alan Henderson, Custodian of City Public Records, at (386) 418-6104 or lwilliams@cityofalachua.org, concerning any questions the CONTRACTOR may have regarding the duty of CONTRACTOR to provide Public Records.

26. SUBCONTRACTORS

26.1. In the event that CONTRACTOR, during the course of the work under this CONTRACT, requires the services of any subcontractor or other professional associates in connection with services covered by this CONTRACT, CONTRACTOR must first secure the prior express written approval of COA. If subcontractor or other professional associates are required in connection with the services covered by this CONTRACT, CONTRACTOR is fully responsible for the services of subcontractors or other professional associates.

27. PAYMENT AND BILLING

27.1. CONTRACTOR shall submit once monthly an invoice for each Work Order reflecting and identifying all amounts due (by percentage of work authorized) for that Work Order detailing and requesting payment for work properly rendered plus that due under any existing Change Order as referenced by number). CONTRACTOR invoices shall describe with reasonable particularity the percentage of all work completed and shall be accompanied by such documentation or data in support of payment sought as COA may require. Each invoice shall constitute CONTRACTOR representation to COA that the work indicated in the invoice has reached the percent level stated, has been properly and timely performed as required herein, that all work was provided for a public

purpose, that all obligations of CONTRACTOR covered by prior invoices have been paid in full, that the amount requested is currently due and owing and there is no reason known to CONTRACTOR that payment of any portion thereof should be withheld. Submission of CONTRACTOR invoice for final payment for each Work Order will be clearly marked Final Invoice and shall further constitute CONTRACTOR'S representation to COA that, upon receipt by CONTRACTOR of the amount invoiced, all obligations of CONTRACTOR to others, incurred in connection with the services provided are or will be paid in full.

27.2. If the Scope of Work to be performed pursuant to a Work Order or Change Order is clearly defined in advance of the work effort, the Work Order or Change Order shall be issued on a Lump Sum Basis. Upon CONTRACTOR acceptance, CONTRACTOR shall perform all work required by Work Order, but in no event, shall CONTRACTOR be paid more than the amount stated therein.

27.3. If the Scope of Work to be performed by a Work Order or Change Order is not clearly defined, the Work Order or Change Order, at the sole discretion of COA, will be issued on a Unit Price Basis with Not to Exceed Amount. Upon CONTRACTOR'S acceptance of the Work Order or Change Order, CONTRACTOR shall perform all work required by the Work Order or Change Order but, in no event, shall CONTRACTOR be paid more than the Not to Exceed amount.

27.4. For Work Orders or Change Orders issued on a Lump Sum Basis, CONTRACTOR shall monthly invoice the amount due based on the percentage of the total Work Order or Change Order work actually performed and completed as a separate charge on the Invoice for the monthly billing but, in no event, shall the invoice amount exceed a percentage of the Lump Sum Fee amount equal to a percentage of the total work actually completed.

27.5. For Work Orders or Change Orders issued on an Unit Price Basis with a Not to Exceed amount, CONTRACTOR may monthly invoice, as described in Section 27.4, the amount due for work actually performed and completed, but in no event, shall the invoice amount exceed a percentage of the Not to Exceed amount equal to a percentage of the total work actually completed.

27.6. Each Work Order, whether issued on a Lump Sum Basis or a Unit Price Basis with a Not to Exceed amount, shall be treated separately.

27.7. COA shall make payments to CONTRACTOR when requested as work progresses for services furnished but, not more than once monthly. Each Work Order shall be invoiced separately. All invoices must be properly dated, titled "Invoice", describe any work rendered, the price of the work, the name and address of CONTRACTOR, Work Order project description, any Change Order Number, Purchase Order Number and all other information required by COA.

27.8. Invoices shall be reviewed and approved by the Project Manager prior to processing for payment. The original invoice shall be hand delivered or sent by email to: wshiskin@cityofalachua.org, cc: an_lindsey@cityofalachua.org.

28. GENERAL TERMS OF PAYMENT, BILLING AND RIGHT TO AUDIT

28.1. Payments for all sums properly invoiced shall be made upon satisfactory completion of work required hereunder. Upon final acceptance of all the work by COA, CONTRACTOR may invoice COA for the full amount of compensation provided for under the terms of this CONTRACT, less any amount already paid by COA. COA shall pay CONTRACTOR within thirty (30) days from receipt of a correct invoice.

28.2. COA shall have the right to audit the books and records of CONTRACTOR or its subcontractor(s) concerning any work performed under this CONTRACT. Such audit may occur during the term of the CONTRACT or at other such times as set forth herein. All such books and records shall be maintained by CONTRACTOR for a period of three years from the date of final payment under the contract and by any subcontractor of CONTRACTOR for three years after the final payment under the subcontract. Any such audit will take place at the office of CONTRACTOR or at the offices of COA and be held, as to time and place, based on mutual agreement of the parties. Total compensation due CONTRACTOR will be determined by COA during and subsequent to the described audit and payment due CONTRACTOR or refund due COA shall be paid to the other within thirty (30) days of written notice as provided in Section 33.

28.3. It is the intention of COA to make payment of acceptable invoices within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented by Unit Price as to materials, services and work provided. No payment shall be made on invoices not listing a purchase order number. Invoices which call for payment before thirty (30) days from receipt by COA, or cash discounts given on such payment, will be considered only if in the opinion of the Finance Department the review, inspection and processing procedures can be completed as to the specific purchases within the specified time.

29. HAZARDOUS MATERIALS PROVISION

29.1. The CONTRACTOR is required to furnish COA with a current Material Safety Data Sheet (MSDS) on or before delivery or use of each and every hazardous chemical or substance which is classified as toxic under Chapter 422, Florida Statutes. Appropriate labels, MSDSs and other pertinent data must be sent to COA Purchasing Representative, by email to dsmith@cityofalachua.com and City must pre-approve such use.

30. CONTRACTOR REPRESENTATIVE

30.1. The CONTRACTOR must have, at all times, one worker on site that can communicate by speaking, reading, and writing in the English language.

31. CONTRACTOR EMPLOYEE MINIMUM AGE

31.1. Employees of the CONTRACTOR will at all times have identification with them to show age of employee. No person under the age of 18 will be permitted on any COA work site.

32. CONTRACTOR EMPLOYEE USE OF PERSONAL PROTECTIVE EQUIPMENT

32.1. CONTRACTOR shall ensure all employees are provided and wear proper Personal Protective Equipment while working on COA property or any other project.

33. NOTICE

33.1. Any notice under this CONTRACT must be, sent by email, addressed to the party for whom it is intended at the address last specified herein. The address for giving notice shall remain until it has been changed by email in compliance with the provisions of this Section. For the present, the parties designate the following as the respective email addresses for giving of notice:

FOR CITY:

Adam Boukari, aboukari@cityofalachua.com

cc to Project Manager, William "Billy" Shiskin, wshiskin@cityofalachua.com

FOR CONTRACTOR:

Doug Roof, Vice President, Email: rroof1@asplundh.com
Name, Email Address

cc to Tom Jensen: Email: tjensen@asplundh.com
Name, Email Address

34. THIRD PARTY BENEFICIARIES

34.1. This CONTRACT does not create any relationship with, or any rights in favor of, any third party.

35. ATTACHMENTS

35.1. All exhibits attached to this CONTRACT are incorporated in and made part of this CONTRACT by reference.

36. AMENDMENTS

36.1. The parties may amend this CONTRACT only by mutual written agreement, of the same formality and of equal dignity herewith. See Sections 5 and 6.

37. CAPTIONS AND SECTION HEADINGS

37.1. Captions and section headings used herein are for convenience only and shall not be used in construing this CONTRACT.

38. CONSTRUCTION

38.1. This CONTRACT shall not be construed more strictly against one party than against the other. It is recognized that both parties have substantially contributed to the preparation of this CONTRACT.

39. COLLUSION

39.1. CONTRACTOR declares that this CONTRACT is made without any previous understanding, agreement or connections with any persons, contractors or corporations and that this CONTRACT is fair and made in good faith without any outside control, collusion or fraud.

40. RIGHTS AT LAW RETAINED

40.1. The rights and remedies of COA and CONTRACTOR provided for under this CONTRACT are in addition and supplemental to any other rights and remedies provided by law.

41. VENUE AND GOVERNING LAW

41.1. Any claim or cause of action arising under this contract, or related to performance herein, shall lie in the courts of competent jurisdiction in Alachua County, Florida.

41.2. All claims or causes of action arising under the contract shall be resolved in accordance with the laws of the State of Florida.

42. COA POLICY AND REGULATIONS

42.1. The current version of the COA Purchasing and Sales Policy and Regulations is herein incorporated by reference and made a part of this contract as if set forth in its entirety and is posted at: www.cityofalachua.com.

43. ENTIRE CONTRACT

43.1. This CONTRACT constitutes the entire CONTRACT and supersedes all prior written or oral agreements, understandings or representations.

EXECUTION PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year of the last signature affixed.

ASPLUNDH TREE EXPERT,

By Doug Roof

Print Name: DOUG ROOF

Its: VICE PRESIDENT
Title

Date: 3/18/21

WITNESS

CITY OF ALACHUA

By: _____
Adam Boukari

Its: City Manager

Date: 3/23/21

Exhibit A

PROJECT SCOPE

Perform all vegetation maintenance and powerline tree trimming, but not mowing, required and specifically directed and approved by the City of Alachua by individual Work Order. Work includes, but is not limited to, tree trimming, tree removal, stump grinding, brush clearing, clean up and removal of all debris. Chipped debris only can be disposed of at the City designated site, 10199 Cellon Creek Blvd. Bidders are required to establish and disclose equipment owned or leased, number of employees available to perform the work, references and other facts and assurances more fully set forth in the RFB Documents. The Bid Form calls for Crew/Equipment hourly rate. There will be no mileage or transport charges paid by the City for vehicles, equipment or transport of debris.

1. REQUIREMENTS

A. Personnel and Equipment

(1) Crew size: (2) minimum with all the necessary tools..

(2) PPE and proper attire required (OSHA Standards).

(3) Bucket Truck with locator: (1) 55' Aerial Lift - minimum working height.

(4) Bucket Truck with locator: (1) 70' Aerial Lift

(5) Jaraff All-Terrain Tree Trimmer

(6) Chipper: (1) minimum.

(7) Bobcat

(8) Stump Grinder

B. Scope Outline

(1) Mobilize, deliver and set up on job site.

(2) Obtain utility locates. (As may be required)

(3) Meet OSHA Standards

(4) Exercise care when working in close proximity to existing utility facilities.

(5) Return disturbed areas to previous condition.

(6) Facilitate Maintenance of Traffic.

(7) Provide materials, labor and equipment to perform the work.

(8) Demobilize from jobsite to jobsite as required.

2. ADMINISTRATION

A. Work Order/Change Order

City of Alachua utilizes Work Orders and Change Orders to authorize tree and vegetation maintenance work. Contractor will and must maintain an active email address, continuously updated with COA, and must receive an email Work Order to authorize each job. A copy of the authorizing Work Order must be submitted with every invoice.

3. PROJECT MANAGER

A. The Public Services Project Manager or duly authorized representative will oversee the actual work associated with the tree and vegetation maintenance.

B. The Contractor shall, upon receipt of a Work Order, by return email, schedule the time, report the not to exceed costs (setting forth personnel and equipment costs as set forth in Paragraph 2 and Contractor's Bid) and report the contact information for the assigned Contractor Representative.

****** END OF SECTION ******

BID FORM

Provide bid price for each item listed below. Bidder is directed to include all labor, materials, tools, fuel, equipment & all other direct and indirect costs to complete the work pursuant to this Contract. No additional compensation will be provided to complete the work.

BASE BID FORMAT-VEGETATION MAINTENANCE AND TREE REMOVAL

1.	**Labor Per Crew Member**	$ 33.85	**Per Hour**
2.	**Bucket Truck 55' Aerial Lift & Operator**	$ 56.13	**Per Hour**
3.	**Bucket Truck 70' Aerial Lift & Operator**	$ 60.10	**Per Hour**
4.	**Jarraff All-Terrain Tree Trimmer & Operator**	$ 101.09	**Per Hour**
5.	**Bobcat & Operator**	$ 25.83	**Per Hour**
6.	**Chipper & Operator**	$ 43.26	**Per Hour**
7.	**Stump Grinder & Operator**	$ 50.15	**Per Hour**
8.	**Chain Saw & Operator**	$ 34.67	**Per Hour**

9. **Notes: Clarify the bid.** All operations require at least 2 people on a crew. Operator plus a labor crew member for spotting.

RFB 2021-01 POWERLINE TREE & VEGETATION MAINTENANCE BIDDER #2

Addenda

Bidder must acknowledge receipt, by the number and date of all addenda published by the City as part of this bid. See Section 5.

Addenda No.	Date
Amendment 1	2-8-2021
Amendment 2	2-25-2021

Authorized Signature

Name of Firm:	Asplundh Tree Experts LLC
Name of Authorized Representative:	Doug Roof
Title of Authorized Representative:	Vice President
Signature of Authorized Representative:	Doug Roof

WORK ORDER

PURCHASE ORDER (PO) NO.:_____
(For billing purposes only, to be assigned by CITY after Contract execution.)

PROJECT NAME:_____

CITY: CITY OF ALACHUA, a municipality in Alachua County Florida

PROJECT MANAGER:_____

CONTRACTOR: _____

CONTRACTOR EMAIL ADDRESS:_____

Execution of the Work Order and of a companion P.O. by CITY shall serve as authorization for CONTRACTOR to provide for the above project pursuant to that certain Agreement dated_____ _____, 2020, between CITY and CONTRACTOR and further delineated in the specifications, conditions and requirements stated in the following listed documents which are attached hereto and made a part hereof as Exhibit A.

ATTACHMENTS (Check all that apply):

[ ] DRAWINGS/PLANS/SPECIFICATIONS
[ ] DETAILED SERVICES AND TASKS FOR PROJECT
[ ] SPECIAL CONDITIONS
[ ] _____

The CONTRACTOR shall provide services pursuant to this Work Order, its attachments and the above-referenced Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever this Work Order conflicts with the Agreement, the Agreement shall prevail.

TIME FOR COMPLETION: The work authorized by this Work Order shall be commenced upon receipt of a Purchase Order by and shall be completed by CONTRACTOR within (_____) calendar days.

COMPENSATION (Select One)

(a) Compensation is based on a **LUMP SUM** and CONTRACTOR shall perform all work required by this Work Order for the sum of_____DOLLARS ($_____). In no event shall CONTRACTOR be paid more than the Lump Sum Amount.

OR

(b) Compensation is based on a **UNIT BASIS WITH A NOT-TO- EXCEED AMOUNT.** CONTRACTOR shall perform all work required by this Work Order for a sum not exceeding_____DOLLARS ($_____).

CITY shall make payment to CONTRACTOR in strict accordance with the payment terms of the referenced Agreement.

It is expressly understood by CONTRACTOR that this Work Order, until executed by CITY and delivery of a P.O., does not authorize the performance of any services by CONTRACTOR and that CITY, prior to its execution of the Work Order and P.O., reserves the right to authorize a party other than CONTRACTOR to perform the services called for under this Work Order.

Work shall not be conducted on Fridays, Saturdays, Sundays, or on holidays observed by the City, or outside the regularly scheduled work days defined as Monday to Thursday from 8:00 a.m. to 4:30 p.m. unless the City, in its discretion, determines the interests of the public otherwise so demand or require. Should the Contractor find it necessary to work outside the regularly scheduled work days or time, the Contractor shall submit written notice and obtain City approval a minimum of 48 hours in advance.

IN **WITNESS WHEREOF**, the parties hereto have made and executed this Change Order on this_____day of_____, 2020, for the purposes stated herein.

(CONTRACTOR)

_____
Witness

By:_____

Title: _____

CITY OF ALACHUA, FLORIDA

_____
Witness

By: _____
Adam Boukari City Manager

Date:_____

EXHIBIT D

CHANGE ORDER #

PURCHASE ORDER (PO) NO.:_____

PROJECT NAME: _____

CITY:_____ **City of Alachua,** a municipality in Alachua County Florida_____

PROJECT MANAGER:_____

CONTRACTOR: _____

CONTRACTOR EMAIL ADDRESS: _____

Execution of this Change Order by COA shall serve as authorization for the CONTRACTOR to modify the price, scope of work and/or Contract or Work Orders time for the above project, as set out in the Change Order Request attached as Exhibit "A". This Change Order shall be an addendum to the CONTRACT or Work Order DATED_____, **2020**, between COA and CONTRACTOR.

CONTRACTOR shall perform pursuant to this Change Order, Exhibit A and any attachments. All other provisions of the CONTRACT or Work Order shall continue in full force and effect.

Any change authorized by this Change Order shall be effective upon full execution by both parties and its delivery by email to CONTRACTOR.

___ Change in Time.

___Change in Scope of Work

___Change in Price (Select One)

___ If compensation is **LUMP SUM,** CONTRACTOR shall perform all work required by this Change Order for the sum of_____ DOLLARS ($_____). In no event shall CONTRACTOR be paid more than the Lump Sum Amount.

____ Contractor Initial _____ COA Initials

OR

___ If compensation is on a **UNIT BASIS WITH A NOT-TO-EXCEED** Amount. CONTRACTOR shall perform all work required by this Change Order for a sum not exceeding _____ DOLLARS ($_____).

____ Contractor Initial _____ COA Initials

COA shall make payment to CONTRACTOR in strict accordance with the payment terms of the above-referenced CONTRACT and this Change Order.

IN **WITNESS WHEREOF**, the parties hereto have made and executed this Change Order on this_____day of_____, 2020, for the purposes stated herein.

(CONTRACTOR)

_____
Witness

By:_____

Title: _____

CITY OF ALACHUA, FLORIDA

_____
Witness

By: _____
Adam Boukari COA Manager

Date:_____

INSURANCE REQUIREMENTS

1. Insurance

Except as otherwise specified in this contract, Contractor and any sub-contractors of any tier will be required at their own expense to maintain in effect at all times during the performance of the work insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to COA. It shall be the responsibility of Contractor to maintain adequate insurance coverage and to assure that sub-contractors are adequately insured at all times. Failure of Contractor to maintain adequate coverage shall not relieve Contractor of any contractual responsibility or obligation.

The requirements specified herein as to types, limits and COA approval of insurance coverage to be maintained by Contractor and sub-contractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor and sub-contractors under this contract.

Any insurance carried by COA which may be applicable shall be deemed to be excess insurance and Contractor insurance primary for all purposes despite any conflicting provision in Contractor policies to the contrary.

For insurance purposes, the title of Ownership of materials furnished under this contract shall remain with Contractor until COA receives such materials at the specified destination.

1.1 Additional Insured

Upon award, all insurance coverages furnished under this contract, except for Workers Compensation and Employers Liability, shall include COA, officials, directors, partners, CONTRACTOR, agents and employees as additional insured with respect to the activities of Contractor and sub-contractors. These policies shall contain a "cross-liability" or "severability of interest" clause or endorsement. Notwithstanding any other provision of these policies, the insurance afforded shall apply separately to each insured, named insured or additional insured with respect to any claim, suit, or judgment made or brought by or for any other insured, named insured or additional insured as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount or amounts for which the insurer would have been liable had only one insured been named. COA shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium.

1.2 Waiver of Subrogation

Contractor and sub-contractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against COA, officials, directors, partners, consultants, agents and employees.

COA shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Contractor and/or sub-contractor providing such insurance.

1.3 Certificates of Insurance

The Certificate(s) of Insurance will be furnished by Contractor upon notice of award. It shall be completed by an authorized representative of insurer and presented to the Purchasing Division. The certificate shall be dated and show the following:

1.3.1 The name of the insurer, the effective and termination date, name of the insured Contractor and the policy number.

1.3.2 Statement that the insurer will mail notice to COA at least thirty (30) days prior to any material deviations or cancellations of the policy.

1.3.3 Shall include all deductibles and/or self insurance retentions for each line of insurance coverage.

1.3.4 The Certificate(s) of Insurance shall designate COA as additional insured as follows:

City of Alachua
Attention: Purchasing Division
15100 NW 142nd Terrace
Alachua, Florida 32615

2. Workers Compensation and Employers Liability

This insurance shall protect Contractor against all claims under applicable state workers compensation laws. The insured shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provision of a workers compensation law. The policy shall include an "all states" or "other states" endorsement.

2.1 The liability limits shall not be less than required by Florida Law.

Insurance:	***Description:***
Workers Compensation Employer Liability	Statutory $1,000,000 each occurrence

3. Business Automobile Liability

This insurance shall be written in comprehensive form and shall protect Contractor and the additional insured against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired.

3.1 The liability limits shall not be less than:

Insurance:	***Description:***
Bodily injury Property damage	$1,000,000 combined single limit Each occurrence

4. Comprehensive General Liability

This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect Contractor and the additional insured against all claims arising from bodily injury, sickness, disease or death of any person or damage to property of COA or others arising out of any act or omission of Contractor or his agents, employees or sub-contractors. This policy shall also include protection against claims insured by usual personal injury liability coverage and a "protective liability" endorsement to insure the contractual liability assumed by Contractor.

4.1 The liability limits shall not be less than:

Insurance:	***Description:***
Personal injury and Property damage	$1,000,000 combined single limit each occurrence and $1,000,000 aggregate

5. Umbrella Liability Policy

This insurance shall protect Contractor and the additional insured against all claims in excess of the limits provided under the employer liability, comprehensive automobile liability, and the comprehensive general liability policies. The liability limits of the umbrella liability policy shall not be less than $1,000,000. The policy shall be an "occurrence" type policy.

****** END OF SECTION ******

City of ALACHUA
THE GOOD LIFE COMMUNITY

Commission Agenda Item

MEETING DATE: 11/15/2021
SUBJECT: Public Services - Warehouse Inventory Purchase
PREPARED BY: Donna Smith, Purchasing Coordinator

RECOMMENDED ACTION:
1) Authorize the City Manager to issue a Purchase Order to Stuart C. Irby in an amount not to exceed $60,000.00.

Summary

On September 27, 2021, the City Commission adopted the FY 2021-2022 Budget authorizing the purchase of supplies and inventory for all divisions within Public Services.

The Public Services Warehouse Coordinator orders, receives and stores all supplies and inventory needed by all divisions within Public Services.

The Electric Division is in need of two (2) Switchgear Padmount boxes and twelve (12) fuses. Three quotes were received with the lowest quote being $53,793.48. The cost to purchase said supplies and inventory falls under CATEGORY V - Purchases greater than $50,000 according to the Purchasing and Sales Policy and Regulations, Section 5.01 Purchase Requisitions, B. All requisitions within CATEGORY V must be authorized by the City Commission prior to processing.

Staff recommends moving forward with the purchase of the needed supplies and inventory for the Electric Division.

FINANCIAL IMPACT: Yes

BUDGETED: Yes

AMOUNT: Not to exceed $60,000.00 - FY 2021-2022 Approved Budget

FUNDING SOURCE: Electric Fund

ADDITIONAL FINANCIAL INFORMATION:

COMMISSION GOALS:
Quality of Life, Strengthen Community Services

ATTACHMENTS:
Description

Description

- Quotes

			Quote #1	Quote #2	Quote #3
Stock #	**Description**	**Order**	**Irby**	**Gresco**	**Anixter**
1749	PME-9	2	51960.00(12)	72230.00(15)	52330.00(12)

Quotation #1

STUART C IRBY BR333 LAKE MARY FL
38 SKYLINE DR
SUITE 1000
LAKE MARY FL 32746-7112
407-282-1486 Fax 407-855-4285

QUOTE DATE	ORDER NUMBER
10/18/21	S012684312

REMIT TO:	PAGE NO.
STUART C IRBY CO POST OFFICE BOX 741001 ATLANTA GA 30384	1

SOLD TO:
CITY OF ALACHUA
PO BOX 9
ALACHULA, FL 32615

SHIP TO:
CITY OF ALACHUA
14815 MAIN STREET
ALACHUA, FL 32615-8597
904-463-1231

ORDERED BY:

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB/RELEASE NUMBER	OUTSIDE SALESPERSON
46500			Jose D Dore

INSIDE SALESPERSON		REQD DATE	FRGHT ALLWD	SHIP VIA
Jose D Dore		10/18/21	Yes	DIRECT

ORDER QTY	SHIP QTY	LINE	DESCRIPTION	Prc/UOM	Ext Amt
2EA		1	*SANC 65152R1-A14-F14 PME-9 14400V 600AMP, STAINLESS STEEL ENCLOSURE INCLUDES 6 #3093 SMU-20 FUSE HOLDERS **Special Order Product** Your # 1749 LEAD TIME: 10-12 WEEKS	25980.000EA	51960.00
12EA		2	+SANC 612065 FUSE UNIT SMU-20 65E STANDARD SPEED 14.4KV LEAD TIME: 10-12 WEEKS	152.790EA	1833.48

*** This is a quotation ***

Prices firm for acceptance within 30 days with the exception of commodity prices which are subject to change daily. Quotation is void if changed. Complete quote must be used unless authorized in writing.

Subtotal	53793.48
S&H CHGS	0.00
Sales Tax	0.00
TOTAL	53793.48

OUR PRODUCT AND SERVICES ARE SUBJECT TO, AND GOVERNED EXCLUSIVELY BY, OUR TERMS AND CONDITIONS OF SALE, WHICH ARE INCORPORATED HEREIN AND AVAILABLE AT www.irby.com/terms. ADDITIONAL OR CONFLICTING TERMS ARE REJECTED, VOID AND OF NO FORCE OR EFFECT

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Ed Cole
Pad-Mount Sales & Application Engineer
1075 Old Airport Road, Bristol, VA 24201
(276) 645-8940 • FAX (276) 645-8212
Ed.Cole@electro-mechanical.com

#2

FEDERAL PACIFIC
Division of Electro-Mechanical Corporation

FP QUOTATION

TO: Jennifer Roth – FRM CC: Tom Streeter – Federal Pacific

DATE: **October 20, 2021**

SUBJECT: RFQ for Gresco-Wildwood / City of Alachua
FP Quotation – 544731

TOTAL NUMBER OF PAGES 2 (including this sheet)

THE FOLLOWING BILL OF MATERIAL CONSTITUTES OUR COMPLETE OFFERING, NO OTHER WRITTEN SPECIFICATIONS WILL APPLY.

Item	Qty	Description
1	1	PSE-9-44222-F6 15KV, 95KV BIL, Dead-Front, Air Insulated, Pad-mounted Switchgear with two (2) 3-pole 600 amp group operated Auto-jet switches provided with dead break 600 amp bushings (one (1) per phase) and two (2) 3-phase sets of fuse mountings for SMU-20 fuses provided with 200-amp bushing wells (one (1) per phase). Included are: F6 - All type 304 stainless steel cabinet and internal parts (or non-ferrous) hardware, except switch frame and all current carrying parts. 6 - FP-3097 Fuse End Fittings 6 - SMU-20 Fuses – 65E (612065) **Price.....$36,115.00 each**

Net Adders (If Required):

1.	As required	SMU-20 Fuse units (Spares) **Price.....$ 206.00 each**

Comments & Clarifications:

This quotation is based upon information supplied to the Factory, which may or may not have been complete. Customer is responsible for reviewing this quotation for compliance, deviations, exclusions, and improper information supplied. If you feel an error or omission has been made, please contact Factory immediately.

1. Specifications were not made available at time of inquiry and therefore, none are accounted for in our proposal.

2. Elbows and inserts are not included as part of our proposal.

This quotation is valid for 30 days. In the event you delay the Shipment Date for any reason, we reserve the right to revise the prices listed herein or revoke the quote in its entirety.

Normal shipments shall begin within approximately 15 weeks after our acceptance of your formal purchase order so long as you have provided all technical details and data required to release the equipment for manufacture (the "Shipment Date"). If a better shipping schedule is required, please consult the Factory for review of our current manufacturing schedule. When drawing approval is required, the Shipment Date will be delayed by the time necessary for the drawing approval process. Approval drawings (if required) will be submitted within approximately 3-4 weeks after our acceptance of an order. Hold for approval orders not released within 30 days shall be reviewed and subject to price increases. The Shipment Date is subject to change at time of order release based on current production backlog.

Freight Terms

(1) Freight will be **EXW Factory** with seller paying freight to FL.

(2) The seller will determine the method of transportation and the routing of the shipment to the purchaser's chosen domestic terminal. Where the purchaser requires shipment by a method of transportation or routing other than that of the seller's selection, any additional transportation and/or packing expense (including, but not limited to export packaging and clearance of goods) is to be borne by the purchaser.

All transactions are subject to EMC's Sales Terms and Conditions found at:
https://www.electro-mechanical.com/sales-terms-and-conditions/
Please contact your customer service representative if you are unable to access the site listed above.

#3

Hi Michelle,

65152R1-A14F14
QTY 2

65152R1-A14F14--VOLTS 14400 AMPERES 600 COLOR OLIVE GREEN--PAD-MOUNTED GEAR -- OUTDOOR PRIMARY DISTRIBUTION -- MANUAL MODEL PME-9 A14-STAINLESS STEEL "FLORIDA" ENCLOSURE WITH INTERNAL SS PARTS AND OLIVE GREEN FINISH F14 - PME-9 - 15KV
QTY (5) 3093 - END FITTINGS INCLUDED IN PRICE OF ITEM 1

à$28166.00 each...12 weeks

3093-MEG
QTY 12
S&C POWER FUSE - TYPE SME-20 INDOOR DISTRIBUTION - FUSE UNIT END FITTINGS (INCLUDING SILENCER) FOR USE WITH SMU-20
à$0.00

612065 -MEG
QTY 12
612065 -MEG --KILOVOLTS 14.4 AMPERES 65 SPEED 153-2 (E) SMU-20 POWER FUSE UNIT
à$159.00...10 weeks

ANIXTER
Coleman Hoover
Senior Representative - Inside Sales
Anixter Inc
3881 Old Winter Garden Rd
Orlando | FL | 32805-1002
Tel: 4072047288
coleman.hoover@anixter.com
Facebook | LinkedIn | Twitter | YouTube

From: Michelle Lightsey [mailto:mi_lightsey@cityofalachua.org]
Sent: Tuesday, October 19, 2021 3:00 PM
To: Coleman Hoover <coleman.hoover@anixter.com>; Brad Barnes <BBarnes@tsup.com>; anthony mells <anthony.mells@gresco.com>
Cc: Renee Lackey <renee.lackey@anixter.com>; Jim Richards <JRichards@tsup.com>; paul sessions <paul.sessions@gresco.com>
Subject: City of Alachua Quote

Warning External Email:

All,

Please provide a quote for (2) PME-9 see attached sheet. Please include the lead time.

Thanks,
Michelle Lightsey
Warehouse Coordinator
City of Alachua
13148 NW 104th Terrace
Alachua, FL 32615
352-258-8920

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City Commission Meeting Sign In
November 15, 2021

	Name *(Please Print)*
(Please Print) Logan Peters, JBPro	*(Please Print)*
(Please Print) Cap Wilson Fox	*(Please Print)*
(Please Print)	*(Please Print)*
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