Regular City Commission Meeting
Agenda
November 14, 2022

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

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

Meeting Date: November 14, 2022

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

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. Daughters of the American Revolution Honor Veterans

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

A. Appointment to Citizen Advisory Task Force (CATF)

IV. PUBLIC HEARINGS AND ORDINANCES

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

A. Final Plat – Briarwood Phase 2 and 3: A request by Tivia Bryan, of Allen & Company, applicant and agent for Troon Creek, LLC, property owner, for consideration of the Final Plat for Briarwood Phase 2 and 3, which proposes to subdivide a ±45.16 acre subject property into a total of 145 lots with associated common areas and road right-of-way; Consisting of Tax Parcel Number 03044-010-003(Quasi-Judicial Hearing).

V. AGENDA ITEMS

A. Alachua West Wastewater Improvement Project

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

Purchase of Transformers

City of Alachua
THE GOOD LIFE COMMUNITY

Commission Agenda Item

MEETING DATE: 11/14/2022
SUBJECT: Daughters of the American Revolution Honor Veterans
PREPARED BY: LeAnne Williams, Deputy City Clerk

RECOMMENDED ACTION:
Mayor Coerper to accept the expressions of appreciation.

Summary

On behalf of the Gainesville Daughters of the American Revolution, Regent Nancy Briles Past Regent Kay Hall, and LeAnne Williams would like to present Mayor Gib Coerper with a certificate of appreciation and lapel pin for his service in the Navy during the Vietnam War.

City of Alachua
THE GOOD LIFE COMMUNITY

Commission Agenda Item

MEETING DATE: 11/14/2022
SUBJECT: Appointment to Citizen Advisory Task Force (CATF)
PREPARED BY: LeAnne Williams, Deputy City Clerk

RECOMMENDED ACTION:
Appoint three applicants to the Citizen Advisory Task Force, for a three-year term expiring September 26, 2025, and appoint two applicants to a two-year term expiring September 26, 2024.

Summary

The Citizen Advisory Task Force (CATF) is a five-member board to the City Commission, with a regular three-year term of office. The primary purpose of the CATF is to serve the City Commission by advising on matters related to Community Development Block Grant (CDBG) and Housing and Urban Development (HUD) programs. The CATF meets, at a minimum, semiannually.

The CATF has five (5) vacancies, with three (3) seats serving a three (3) year term expiring on September 26, 2025, and two seats serving two (2) year term expiring on September 26, 2024. The City advertised for applications in the Alachua County Today on June 30, 2022, July 14, 2022, July 21, 2022, and July 28, 2022. Notices of the vacancy were also posted on community bulletin boards and the City's website.

The City received six (6) applications. The names of the applicants are listed in alphabetical order:

Gloria Jones Andrews
Shaun M. Collins
Tom Hubbard
Margaret (Margie) Lawrence
Christopher G. Mallinson
Phyllis Wilcox Strickland

The applicants have been advised that the Commission will be considering the item and have been invited to attend the meeting. I will call them to come forward to speak in the order they appear before you, should you wish to hear from them.

The by-laws of this advisory board require that five (5) seats be appointed. Three of the five seats must be represented by low-to-moderate income members. Three of the applicants meet this income criteria and, hence, are being recommended for appointment. The remaining three (3) applicants are eligible to fill the remaining two (2) seats. Therefore, we will need to conduct a vote to appoint the two remaining members of the board.

ATTACHMENTS:

Description

- App - Jones Andrews, Gloria
- App - Collins, Shaun
- App - Hubbard, Tom
- App - Lawrence, Margaret (Margie)
- App - Mallinson, Chris
- App - Strickland, Phyllis
- Ballot
- Ads - CATF

CITY OF ALACHUA APPLICATION
CITIZEN ADVISORY TASK FORCE (CATF)
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Name Gloria Jones Andrews Date 7/6/22

Mailing Address 15505 NW 141st Street Alachua, Fla. 32615

Phone (Daytime) 386-418-2184 E-mail Andrewsjac1386@gmail.com

Are you a current CATF member seeking reappointment? ☐ Yes ☒ No

IN WHAT CAPACITY ARE YOU SEEKING APPOINTMENT TO THE CATF? (Check one)

- A member of a local Community Agency or Organization? _____

If yes, please give name of Agency/Organization and office held, if any:

_____

- A resident who earns at or below 80% of median income _____
- A resident who has a general interest X

Are you a City Resident? ☒ Yes ☐ No

Are you available to meet at least semiannually? ☒ Yes ☐ No

Why would you like to be appointed to the CATF?

SEE Attached

What experience and skills do you have that would be of assistance to the CATF?

See Attached

Signature Gloria Jones Andrews

PLEASE RETURN THIS APPLICATION ON OR BEFORE **JULY 14, 2022** BY THE CLOSE OF BUSINESS AT 6:00 P.M. RETURN THIS COMPLETED APPLICATION BY MAIL TO: CITY OF ALACHUA, ATTN: DEPUTY CITY CLERK, P.O. BOX 9, ALACHUA, FL 32616-0009; BY FAX 386.418.6100; OR BRING TO CITY HALL.

CITY OF ALACHUA
CITIZEN ADVISORY TASK FORCE (CATF) MEMBER

Please circle your Household Size **and** then circle the Annual Household Income amount that is just above your actual Annual Household Income.*

Household Size	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Annual Household Income	less than $45,850	less than $52,400	less than $58,950	less than $65,500	less than $70,750	less than $76,000	less than $81,250	less than $86,500

Certification: I, the undersigned, certify that the information stated above is true and accurately reflects my household composition and income data.

CATF Member: _____ Date: _____
Signature

_____
Typed or Printed Name

*As required by the Department of Economic Opportunity (DEO), the CATF shall have at least five members and must be comprised of residents of the City and at least 51% of the members must be from LMI households. None of the members can be an elected official and only one member can be an employee of the City. Income data available from the following HUD website: http://www.huduser.org/portal/datasets/il.html

July 11,20

Gloria Jones Andrews

Why would you like to be appointed to the CATF?

I was born in Alachua, Fla.. Even though I was reared in Ohio, I would return every summer. I'm familiar with the needs of the people and interface with all residents of Alachua

I feel that I would be an asset in assessing and collecting needed information for the best utilization of the monies coming to our area.

What experience and skills do you have that would be of assistance to the CATF?

I am a graduate from the University of Florida. I was employed with the State of Florida thirty or more years, mainly in a supervisory role. I served as a Contract Specialist Program Analyst and Social Worker. I possess excellent interpersonal skills and is computer literate. I provided technical support and training to staff under my supervision; Chaired Permanency Staff Meetings regarding the permanent placement of children who were wards of the State; Collected and analyzed statistical data; Reviewed and approved monthly vouchers for Mental Health Facilities; Compiled comprehensive assessments to the Court, and interfaced with other social program organizations.

CITY OF ALACHUA APPLICATION
CITIZEN ADVISORY TASK FORCE (CATF)
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Name Shaun M Collins Date 10/13/22

Mailing Address 587 Turkey Crk. Alachua, FL 32615

Phone (Daytime) 813-702-8353 E-mail shaun@deltagroupllc.com

Are you a current CATF member seeking reappointment? ☐ Yes ☒ No

IN WHAT CAPACITY ARE YOU SEEKING APPOINTMENT TO THE CATF? (Check one)

- A member of a local Community Agency or Organization? N/A

If yes, please give name of Agency/Organization and office held, if any:

_____

- A resident who earns at or below 80% of median income _____
- A resident who has a general interest ✓

Are you a City Resident? ☒ Yes ☐ No

Are you available to meet at least semiannually? ☒ Yes ☐ No

Why would you like to be appointed to the CATF?

To help put grant funding to work in our community.

What experience and skills do you have that would be of assistance to the CATF?

I am currently the Florida Lead for the manufactured housing division for my company so I deal with low income housing communities on a daily basis.

Signature _____

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CITY OF ALACHUA
CITIZEN ADVISORY TASK FORCE (CATF) MEMBER

Please circle your Household Size **and** then circle the Annual Household Income amount that is just above your actual Annual Household Income.*

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Certification: I, the undersigned, certify that the information stated above is true and accurately reflects my household composition and income data.

CATF Member: _____ Date: 10/13/22
Signature

Shawn M Collins
Typed or Printed Name

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CITY OF ALACHUA APPLICATION
CITIZEN ADVISORY TASK FORCE (CATF)
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Name Tom Hubbard Date 10/28/2022

Mailing Address 15728 NW 118 Pl

Phone (Daytime) 352-222-1363 E-mail oh6888635@yahoo.com

Are you a current CATF member seeking reappointment? ☐ Yes ☑ No

IN WHAT CAPACITY ARE YOU SEEKING APPOINTMENT TO THE CATF? (Check one)

- A member of a local Community Agency or Organization? _____

If yes, please give name of Agency/Organization and office held, if any:

_____

- A resident who earns at or below 80% of median income _____
- A resident who has a general interest ✓

Are you a City Resident? ☑ Yes ☐ No

Are you available to meet at least semiannually? ☑ Yes ☐ No

Why would you like to be appointed to the CATF?

I am interested in decisions affecting local interests.

What experience and skills do you have that would be of assistance to the CATF?

A lifetime of work and life experiences gives one insight into repercussions of decisions made. I like to ask questions.

Signature Tom Hubbard

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CITY OF ALACHUA
CITIZEN ADVISORY TASK FORCE (CATF) MEMBER

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Certification: I, the undersigned, certify that the information stated above is true and accurately reflects my household composition and income data.

CATF Member: Tom Hubbard Date: 10/28/2022
Signature

Tom Hubbard
Typed or Printed Name

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CITY OF ALACHUA APPLICATION
CITIZEN ADVISORY TASK FORCE (CATF)
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Name Margaret (Margie) Lawrence Date 9-15-22

Mailing Address 8951 N.W. 71ST Terrace Gainesville, Fl. 32653

Phone (Daytime) 352-262-0560 E-mail lawrencem@spsgnv.org

Are you a current CATF member seeking reappointment? ☐ Yes ☒ No

IN WHAT CAPACITY ARE YOU SEEKING APPOINTMENT TO THE CATF? (Check one)

- A member of a local Community Agency or Organization? _____

If yes, please give name of Agency/Organization and office held, if any:

- A resident who earns at or below 80% of median income _____
- A resident who has a general interest ✓

Are you a City Resident? ☑ Yes ☐ No

Are you available to meet at least semiannually? ☑ Yes ☐ No

Why would you like to be appointed to the CATF?

I am not quite sure what CATF does but I do have an interest in the city of Alachua and would like to see it prosper

What experience and skills do you have that would be of assistance to the CATF?

Good verbal communication skills, work well with people and a real appreciation for the ridiculous. Certified teacher K-3 1-6, Reading K-12

Signature Margie Lawrence

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CITY OF ALACHUA
CITIZEN ADVISORY TASK FORCE (CATF) MEMBER

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CATF Member: _____ Date: _____
Signature

_____
Typed or Printed Name

Unsure of household, that's my best guess

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CITY OF ALACHUA APPLICATION
CITIZEN ADVISORY TASK FORCE (CATF)
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Name Christopher G Mallinson Date 10/11/2022

Mailing Address 14723 NW 142nd Terr

Phone (Daytime) 912-424-4709 E-mail cmallinson3315@gmail.com

Are you a current CATF member seeking reappointment? ☐ Yes ■ No

IN WHAT CAPACITY ARE YOU SEEKING APPOINTMENT TO THE CATF? (Check one)

- A member of a local Community Agency or Organization? _____

If yes, please give name of Agency/Organization and office held, if any:

_____

- A resident who earns at or below 80% of median income _____
- A resident who has a general interest X

Are you a City Resident? ■ Yes ☐ No

Are you available to meet at least semiannually? ■ Yes ☐ No

Why would you like to be appointed to the CATF?

I would like to help our city and citizens in an advisory capacity by providing community feedback, ground level perspective on local issues, and provide our city leaders, and commission with any information needed to continue doing the wonderful job they already do for our City of Alachua.

What experience and skills do you have that would be of assistance to the CATF?

Please see attached page titled "Mallinson Experience and Skills"

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Signature _____

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CITY OF ALACHUA
CITIZEN ADVISORY TASK FORCE (CATF) MEMBER

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Certification: I, the undersigned, certify that the information stated above is true and accurately reflects my household composition and income data.

CATF Member: _____ Date: 10/11/2022
Signature

Christopher G. Mallinson
Typed or Printed Name

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Mallinson Experience and Skills

I have been managing people and businesses for over 15 years and have learned and honed some skills that I believe would allow me to help the city and citizens of Alachua. I tend to have an ability to relate and communicate easily with people from all walks of life. This skill has served me well in life and business and I would really like to apply this in a setting that improves communication between our citizens and city leaders. I tend have an ability to accurately identify, address and provide solutions to problems and situations that arise. I think I could help the Citizen Advisory Task Force to provide accurate and helpful information as to where funds or resources may be directed in the community. These laser focused resources would help revitalize and rehabilitate our neighborhoods and housing areas while minimizing wasted funds or manpower to provide the most positive outcome for all involved.

CITY OF ALACHUA APPLICATION
CITIZEN ADVISORY TASK FORCE (CATF)
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Name Phyllis WILCOX STRICKLAND Date 11/1/2022

Mailing Address 14103 NW 156TH PL

Phone (Daytime) 412-606-5872 E-mail PSTRICKL56@GMAIL.COM

Are you a current CATF member seeking reappointment? ☐ Yes ☒ No

IN WHAT CAPACITY ARE YOU SEEKING APPOINTMENT TO THE CATF? (Check one)

- A member of a local Community Agency or Organization? _____

If yes, please give name of Agency/Organization and office held, if any:

_____

- A resident who earns at or below 80% of median income _____
- A resident who has a general interest ✓

Are you a City Resident? ☑ Yes ☐ No

Are you available to meet at least semiannually? ☑ Yes ☐ No

Why would you like to be appointed to the CATF?

SEE ATTACHMENT

What experience and skills do you have that would be of assistance to the CATF?

SEE ATTACHMENT

Signature Phyllis W Strickland

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CITY OF ALACHUA
CITIZEN ADVISORY TASK FORCE (CATF) MEMBER

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Certification: I, the undersigned, certify that the information stated above is true and accurately reflects my household composition and income data.

CATF Member: Phyllis M Sheridan Date: 11/1/2022
Signature

Typed or Printed Name

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Since moving to Alachua 8 years ago, I have seen the change and progress of the city in a positive growth. Since being retired, my interest has peaked about learning more about the community that I live. If I can help to better my community in any way, I would like to assist

I retired in 2014 after 38 years of service(32 yrs, Legacy Mellon) with Bank of New York Mellon, during those years of service, I had many positions. My last position was Control Analyst and BCP coordinator for our Trade Instruction Processing Group. In that role, I reviewed procedures, looked at risk factors, and reviewed reporting. As BCP coordinator which is our Business Continuity Program this involved coordination with our global counterparts, UK, Netherland and, India to ensure all groups are adequately trained to hand over assist each site to complete their work in case of pandemic/disaster or work outages.

Phyllis W Strickland

11/2/2022

City of ALACHUA

THE GOOD LIFE COMMUNITY

November 14, 2022 – Citizen Advisory Task Force Term Ballot

Vote for two (2)

_____ Shaun M. Collins

_____ Margaret (Margie) Lawrence

_____ Christopher G. Mallinson

_____November 14, 2022

Signature

OPERATIONS CENTER:

Continued from page A1

Commercial and residential apartments planned

property is approximately 44.96 +/- acres and is located at 2120 N.W. State Road 45 (tax parcel 01879-002-000).

The Board approved the plan subject to approval of a fire hydrant plan from the Newberry Fire Department.

In other Board business, a second public hearing was for site and development plan approval for a new commercial building in CountryWay Town Square in the Planned Development Zoning District.

The new construction is for 29,193 square feet of gross floor area with the 13,194 square foot first floor used for commercial use and the second floor used for 12 residential apartments. The plan also includes associated site developments including parking and utilities.

The property is located on the north side of Southwest 18th Road between Southwest 248th Drive and Southwest 249th Drive within CountryWay Town Square in the Newberry Town Center "PD" Planned Development Zoning District.

City Planner Alayna Jackson said that the Planning and Zoning Board heard the application on May 2 and unanimously agreed to recommend approval of the application to the Board of Adjustment.

The Board unanimously approved the site and development plan.

# # #

Email cwalker@alachuatoday.com

City of ALACHUA

NOTICE OF VACANCY

CITIZEN ADVISORY TASK FORCE (CATF)

The City of Alachua is accepting applications for five (5) vacancies on the CATF. Appointments will be for three (3) members to serve three (3) year terms and two (2) members to serve two (2) year terms. The CATF is the advisory body to the Alachua City Commission on the CDBG Program. It is a five (5)-member committee and meets at least semiannually at City Hall. Applicants must reside in the City of Alachua and fall within income limits.

Applications may be obtained in person at Alachua City Hall, 15100 NW 142nd Terrace, Monday through Thursday, between the hours of 7:30AM and 6:00 PM. For electronic applications, visit the City website at: www.cityofalachua.com.

All applications must be received on or before July 28, 2022 by the close of business at 6:00 p.m. Applications can be returned by mail to: City of Alachua, Attn: Deputy City Clerk, P.O. Box 9, Alachua, FL 32616-0009; by fax to 386-418-6114; or dropped off at City Hall.

Please refer any questions to LeAnne Williams, Deputy City Clerk, at 386-418-6131.

(Published: Alachua County Today - June 30 & July 14, 2022)

CITY OF ARCHER

NOTICE OF PUBLIC HEARING BY CITY COMMISSION ARCHER, FLORIDA

Notice is hereby given that the proposed ordinance whose title hereafter appears, will have a second reading on the 11th day of July 2022, at the Regular City Commission meeting starting at 6:00 p.m. or as soon after as may be heard. The public is hereby notified that the City Commission, will conduct in-person public hearings and virtual public hearings through the use of telephonic conferencing on July 11, 2022, at 6:00 p.m., or as soon thereafter as the matters can be heard.

A copy of said ordinance may be inspected by any member of the public at the Office of the City Manager. All interested parties may appear and be heard with respect to the proposed ordinance.

CITY OF ARCHER, FLORIDA

ORDINANCE NUMBER 07-2022

AN ORDINANCE PERTAINING TO UNSAFE BUILDINGS, STRUCTURES, AND LANDS IN THE CITY OF ARCHER; PROVIDING DEFINITIONS; PROVIDING FOR A PROCESS FOR CITATION OF BUILDINGS, STRUCTURES, AND LANDS DEFINED AS UNSAFE; PROVIDING FOR AN APPELLATE PROCESS FOR LANDOWNERS CITED FOR UNSAFE BUILDINGS STRUCTURES, AND LANDS; PROVIDING FOR THE CITY OF ARCHER TO ACT TO REMEDY UNSAFE BUILDINGS, STRUCTURES, AND LANDS VIA REPAIR OR DEMOLITION; PROVIDING FOR EMERGENCY POWERS FOR THE CITY OF ARCHER; PROVIDING DIRECTION FOR THE CODIFICATION OF THIS ORDINANCE; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

All interested persons are invited to attend and be heard. Written comments may be filed with the City Managers Office for consideration.

All persons are advised that, if they decide to appeal any decision made at this public hearing or meeting, they will need a record of the proceedings and, 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.

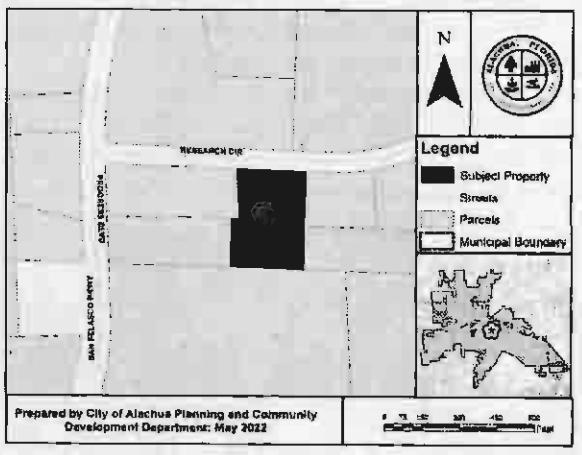
(References Section 286.015, Florida Statutes)

(Published: Alachua County Today - June 30, 2022)

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 July 12, 2022 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 Sergio Reyes, P.E., of eda consultants, inc, applicant, on behalf of Tucker-Davis Technologies, Inc, property owner, for consideration of a Site Plan to construct a ±6,630 square foot building addition with associated site improvements on a ±2.68 acre subject property located at 11930 Research Circle (Tax Parcel No. 03956-010-011) ; FLUM: Industrial; Zoning: PUD (Planned Unit Development).



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.

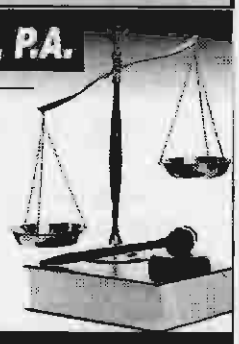
(Published: Alachua County Today - June 30, 2022)

Business & Services Directory

ATTORNEY

Bingham & Mikolaitis, P.A.
Attorneys at Law
Over 40 years Local Experience
AVOID PROBATE
- Real Estate
- Probate
- Common Sense Estate Planning

Marvin "Rack" Bingham
Susan L. Mikolaitis



14811 NW 140th Street, Alachua • 386-462-5120

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SCOTT HAY FARM



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Jordan A. Scott
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Cow Bermuda full size round bales

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OWNER FINANCING!
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City of ALACHUA

NOTICE OF VACANCY

CITIZEN ADVISORY TASK FORCE (CATF)

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

The City of Alachua is accepting applications for five (5) vacancies on the CATF. Appointments will be for three (3) members to serve three (3) year terms and two (2) members to serve two (2) year terms. The CATF is the advisory body to the Alachua City Commission on the CDBG Program. It is a five (5)-member committee and meets at least semiannually at City Hall. Applicants must reside in the City of Alachua and fall within income limits.

Applications may be obtained in person at Alachua City Hall, 15100 NW 142nd Terrace, Monday through Thursday, between the hours of 7:30AM and 6:00 PM. For electronic applications, visit the City website at: www.cityofalachua.com.

All applications must be received on or before July 28, 2022 by the close of business at 6:00 p.m. Applications can be returned by mail to: City of Alachua, Attn: Deputy City Clerk, P.O. Box 9, Alachua, FL 32616-0009; by fax to 386-418-6114; or dropped off at City Hall.

Please refer any questions to LeAnne Williams, Deputy City Clerk, at 386-418-6131.

(Published: Alachua County Today - June 30 & July 14, 2022)

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ON LIN
Member FDIC *All loans subject to cred variable standard Annual
details. Offer available for limited time

a back-to-school backpack

City of ALACHUA

NOTICE OF VACANCY
CITIZEN ADVISORY TASK FORCE (CATF)

The City of Alachua is accepting applications for five (5) vacancies on the CATF. Appointments will be for three (3) members to serve three (3) year terms and two (2) members to serve two (2) year terms. The CATF is the advisory body to the Alachua City Commission on the CDBG Program. It is a five (5)-member committee and meets at least semiannually at City Hall. Applicants must reside in the City of Alachua and fall within income limits.

Applications may be obtained in person at Alachua City Hall, 15100 NW 142nd Terrace, Monday through Thursday, between the hours of 7:30AM and 6:00 PM. For electronic applications, visit the City website at: www.cityofalachua.com

All applications must be received on or before September 15, 2022 by the close of business at 6:00 p.m. Applications can be returned by mail to: City of Alachua, Attn: Deputy City Clerk, P.O. Box 9, Alachua, FL 32616-0009; by fax to 386-418-6114; or dropped off at City Hall.

Please refer any questions to LeAnne Williams, Deputy City Clerk, at 386-418-6131.

(Published: Alachua County Today - July 21 & July 28, 2022)

A. Lewis Commission Chambers of City
Alachua, Florida.

The ordinance title is as follows:

ORDINANC

**AN ORDINANCE OF THE CITY
AMENDING THE FOLLOWING
38 OF THE CITY OF ALACHU
SECTION 38-99(A) INCREASI
INSTALLATION CHARGE; 38-
WATER CAPITAL FACILIT
(1) INCREASING THE WATE
CHARGE FOR EACH METERE
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CHARGE; SECTION 38-140(
WASTEWATER MONTHLY CU
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WATER SYSTEM; SECTION 38-
WASTEWATER USAGE CHAR
SERVICE AND NONRESIDENT
38-141(A)(1) INCREASING TH
MONTHLY CUSTOMER CHAR
POINT OF CONNECTION TO
WATER SYSTEM; SECTION 38-
RECLAIMED WATER USAGE
FOR THE REPEAL OF ALL OR
PROVIDING FOR INCLUSION
PROVIDING AN EFFECTIVE DA**

At the public hearing, all interested par
respect to the proposed ordinance. Copies
materials are available for public inspection
NW 142nd Terrace, Monday-Thursday be
p.m. the Thursday prior to the City Comm
**on the proposed ordinance may be sen
Alachua, Attn: Public Services Departm**
Notice is given pursuant to Section 286.0
appeal any decision made at these public h
a verbatim record is made. In accordance
Act, any persons with a disability requirin
to participate in this meeting should call th
at least 48 hours prior to the public hearin

(Published: Alachua County

The Heartland P

Alachua Church of Christ
14505 NW 145th Avenue

Sunday Bible Classes 9:00a.m.
Morning Worship at 10:00 a.m.
Wednesday Bible Class 7:00 p.m.
(386) 462-3326

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Forest Grove Baptist Church
Worship with us
Sunday 9:00 am – Sunday School (onsite only)
10:15 am Morning Worship (onsite & live stream)

Wednesday 6:00 pm – Prayer & Bible Study
For children, youth, and adults (on-site only)

22575 NW 94th Ave, Alachua, Florida 32615
386-462-3921
www.forestgrovebaptistchurch.org

St. Madeleine Cat

17155 NW US
High Springs, F
386-454-2
Mass Tir
Sunday 7:30 a.m.
Saturday Vigil:

www.stmadeleinecath

; NEWBERRY TOWN
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CITYOFNEWBERRY,
VELOPMENT PLAN
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disabilities needing a special
tation, Inc. at (352) 375-2784,
Florida Relay System at (800)

22)

The City of Waldo will conduct a Special Public Meeting on August 9, 2022 at the Waldo City Hall located at 14450 148th Ave, Waldo, FL 32694. The purpose of the meeting is to give the citizens an opportunity to become acquainted with the proposed Utility Truck & Equipment Purchase for the City of Waldo and to comment on such economic and environmental impacts, service area, alternative to the project and other matters of concern.

The meeting will include discussion of the application process and the City of Waldo action relative to approving, executing and submitting a formal application to USDA Rural Development for funding. Any questions may be directed to Kim Worley, City Manager at 352-468-1001.

(Published: Alachua County Today - July 21, 2022)

City of ALACHUA

NOTICE OF VACANCY

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All applications must be received on or before September 15, 2022 by the close of business at 6:00 p.m. Applications can be returned by mail to: City of Alachua, Attn: Deputy City Clerk, P.O. Box 9, Alachua, FL 32616-0009; by fax to 386-418-6114; or dropped off at City Hall.

Please refer any questions to LeAnne Williams, Deputy City Clerk, at 386-418-6131.

(Published: Alachua County Today - July 21 & July 28, 2022)

City of Alachua
THE GOOD LIFE COMMUNITY

Commission Agenda Item

MEETING DATE: 11/14/2022
SUBJECT: Final Plat – Briarwood Phase 2 and 3: A request by Tivia Bryan, of Allen & Company, applicant and agent for Troon Creek, LLC, property owner, for consideration of the Final Plat for Briarwood Phase 2 and 3, which proposes to subdivide a ±45.16 acre subject property into a total of 145 lots with associated common areas and road right-of-way; Consisting of Tax Parcel Number 03044-010-003(Quasi-Judicial Hearing).
PREPARED BY: Adam Hall, AICP, Principal Planner

RECOMMENDED ACTION:
Staff recommends that the City Commission:

1. Approve the Final Plat of Briarwood Phase 2 and 3 ("Final Plat");
2. Approve the "Subdividers Agreement for Briarwood Phase 2 and 3" ("Subdividers Agreement");
3. Authorize the Mayor and City Attorney to sign the Final Plat and Subdividers Agreement; and,
4. Accept the Common Law Performance Bond from Troon Creek, LLC in the amount of $5,703,808.01 as the surety instrument for infrastructure improvements, other than the house sidewalks; and
5. Accept the Common Law Performance Bond from Troon Creek, LLC in the amount of $245,875.08 as the surety instrument for the house sidewalks.

Summary

This application is a request by Tivia Bryan of Allen & Company, applicant and agent for Troon Creek LLC, property owner, for consideration of the final plat of Briarwood Phase 2 and 3, which proposes to subdivide a ±45.16 acre subject property into a total of 145 lots with associated common areas and road right-of-way.
The subject property consists of Tax Parcel Number 03044-010-003, and is located in the 17000 block of CR 235A, west of CR 235A and Santa Fe High School, south of the Meadowglen subdivision, and north of the Santa Fe Hills subdivision.
A portion of the subject property was part of the previously proposed Benton Hills development, for which a preliminary plat was approved on January 11, 2016 by the City Commission. The preliminary plat for Briarwood was approved on November 4, 2019 by the City Commission. The construction plans for Phase 1 were approved by the City on June 11, 2020. The Final Plat for Phase 1 of Briarwood was approved November 9, 2020. The Construction Plans for Phases 2 and 3 were approved on

September 20, 2022.
The proposed Briarwood subdivision consists of lots ranging size from ±7,500 square feet to ±12,196 square feet, with the majority of lots between ±7,500 square feet and ± 8,000 square feet. As proposed with the preliminary plat, the lots located along the northern portion of the site are a minimum of 8,309 square feet in area and a minimum of 72 feet wide. The plat proposes a series of common areas throughout the project area and along the northern and eastern boundaries. A 50' wide common area will be located between any lots and the northern property line, including an approximately 15' wide area outside of the stormwater drainage system.
Development within the proposed subdivision will connect to potable water and wastewater facilities. Stormwater for the proposed development would be conveyed to and treated by a connected, distributed linear network of retention basins to be located throughout the subject property. An analysis of the development's impact on other public facilities, including transportation, potable water, sanitary sewer, solid waste, and public schools, is provided within this report.
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.

ATTACHMENTS:

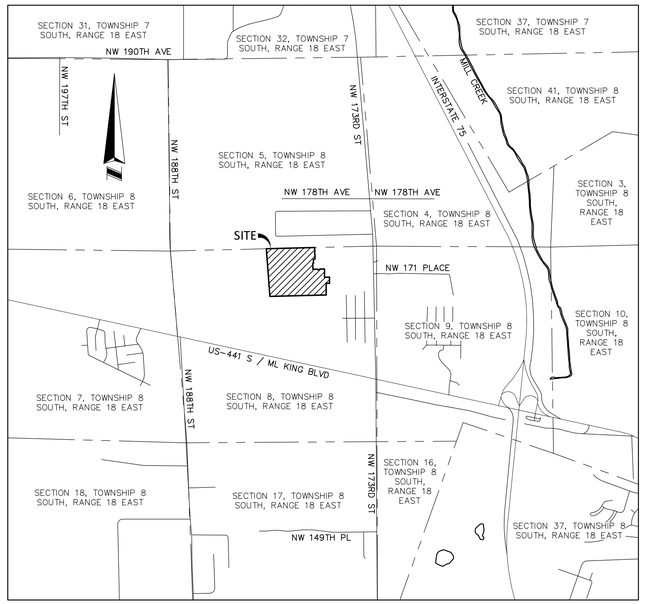
Description

- Briarwood Phase 2 and 3 Final Plat
- Staff Report and Staff Supporting Materials
- Application and Supporting Materials
- Letter of Title Opinion
- Subdividers Agreement for Briarwood Phase 2 and 3
- Public Notice Materials for 11/14/22 City Commission Hearing

BRIARWOOD PHASES 2 AND 3

A PORTION OF LAND LYING IN SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

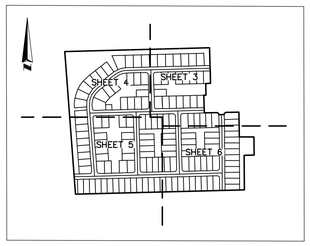
VICINITY MAP
SCALE: 1" = 2000'



LEGEND:

P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.I.	POINT OF INTERSECTION
N.T.	NON-TANGENT
P.B.	PLAT BOOK
PG.	PAGE(S)
LB	LICENSED BUSINESS
O.R.B.	OFFICIAL RECORDS BOOK
R	RADIUS
L	ARC LENGTH
Δ	DELTA ANGLE
CH	CHORD DISTANCE
CB	CHORD BEARING
U.E.	UTILITY EASEMENT
℄	CENTERLINE
(7,500)	SQUARE FOOTAGE OF LOT
■	A SET 4" X 4" CONCRETE MONUMENT P.R.M. LB #6723
◉	A SET 1/2" IRON ROD AND/OR NAIL & DISK LB #6723 PERMANENT CONTROL POINT (P.C.P.)
	CHANGE IN DIRECTION ALONG RIGHT-OF-WAY LINES

KEY MAP
NOT TO SCALE



SHEET INDEX
SHEET 1 – DEDICATION AND ACKNOWLEDGMENTS
SHEET 2 – BOUNDARY DETAIL
SHEETS 3, 4, 5, AND 6 – LOT DIMENSIONS

LB #6723
ALLEN & COMPANY
Founded in 1988
SURVEYING • MAPPING
GEOSPATIAL SERVICES
www.allen-company.com
16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654-5355

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.

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.

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN A PORTION OF SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF BRIARWOOD PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN PLAT BOOK 37, PAGES 33 THROUGH 37, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN THE FOLLOWING COURSES ALONG THE WESTERLY LINE OF SAID BRIARWOOD PHASE 1: SOUTH 01°26'18" EAST FOR A DISTANCE OF 165.40 FEET; THENCE RUN SOUTH 02°46'59" EAST FOR A DISTANCE OF 50.01 FEET; THENCE RUN SOUTH 01°26'18" EAST FOR A DISTANCE OF 116.00 FEET; THENCE RUN SOUTH 88°33'42" WEST FOR A DISTANCE OF 46.00 FEET; THENCE RUN SOUTH 01°26'42" EAST FOR A DISTANCE OF 109.58 FEET; THENCE RUN SOUTH 88°32'42" WEST FOR A DISTANCE OF 19.01 FEET; THENCE RUN SOUTH 01°27'18" EAST FOR A DISTANCE OF 166.00 FEET; THENCE RUN NORTH 88°32'42" EAST FOR A DISTANCE OF 114.95 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING OF SOUTH 46°29'45" EAST AND A CHORD DISTANCE OF 28.26 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°55'06" FOR A DISTANCE OF 31.39 FEET TO A NON-TANGENT POINT; THENCE RUN NORTH 88°33'42" EAST FOR A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING OF NORTH 43°32'53" EAST AND A CHORD DISTANCE OF 28.28 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°58'53" FOR A DISTANCE OF 31.41 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 88°32'05" EAST FOR A DISTANCE OF 117.41 FEET; THENCE RUN SOUTH 01°06'53" EAST FOR A DISTANCE OF 232.62 FEET TO THE SOUTHWEST CORNER OF SAID BRIARWOOD PHASE 1; THENCE RUN NORTH 89°27'00" EAST ALONG THE SOUTHERLY LINE OF SAID BRIARWOOD PHASE 1 FOR A DISTANCE OF 137.44 FEET TO A POINT ON THE WEST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4299, PAGE 972 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 00°33'00" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 169.89 FEET TO A POINT ON THE NORTHERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2293, PAGE 2144 OF SAID PUBLIC RECORDS; THENCE RUN THE FOLLOWING COURSES ALONG SAID NORTHERLY LINE: SOUTH 88°31'58" WEST FOR A DISTANCE OF 94.92 FEET; THENCE RUN SOUTH 00°24'36" EAST FOR A DISTANCE OF 322.91 FEET; THENCE RUN SOUTH 88°32'42" WEST FOR A DISTANCE OF 1577.01 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF AFORESAID SECTION 8; THENCE RUN NORTH 04°19'49" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 1336.55 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 8; THENCE RUN NORTH 88°33'42" EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 8 FOR A DISTANCE OF 1353.11 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 45.16 ACRES, MORE OR LESS

LESS AND EXCEPT THE FOLLOWING DESCRIBED LANDS, BEING THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4830, PAGE 1485 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA:

A PARCEL OF LAND LYING 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 BOUNDARY LINE OF SAID SECTION 8 THE FOLLOWING TWO (2) COURSES: 1.) S.88°17'56"W., 59.11 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. S-235-A (NW 173 STREET) A 100' PUBLIC RIGHT OF WAY; 2.) THENCE S.88°33'42"W., 1660.70 FEET; THENCE DEPARTING SAID NORTH BOUNDARY LINE S.01°27'22"E., 546.98 FEET; THENCE S.88°32'42"W., 869.64 FEET TO THE **POINT OF BEGINNING**. THENCE S.01°27'18"E., 10.00 FEET; THENCE S.88°32'42"W., 50.00 FEET; THENCE N.01°27'18"W., 50.00 FEET; THENCE N.88°32'42"E., 50.00 FEET; THENCE S.01°27'18"E., 40.00 FEET TO THE **POINT OF BEGINNING**. SAID LANDS CONTAINING 0.06 ACRES, MORE OR LESS

THE ABOVE DESCRIBED LAND CONTAINS A TOTAL AREA OF 45.10 ACRES, MORE OR LESS.

SURVEYORS NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST, BEING A BEARING OF NORTH 88°33'42" EAST, FOR ANGULAR DESIGNATION ONLY.
2. ALL LOT LINES INTERSECTING CURVES ARE RADIAL, UNLESS OTHERWISE NOTED NON-RADIAL (N.R.)
3. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION AND DATA 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. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION. THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO ANY PUBLIC OR PRIVATE UTILITY SERVICE PROVIDER, INCLUDING, BUT NOT LIMITED TO A COMMUNITY DEVELOPMENT DISTRICT. THAT IS EXTENDING UTILITY SERVICES, INCLUDING, BUT NOT LIMITED TO, ELECTRICITY, GAS, TELEPHONE AND CABLE, POTABLE AND RECLAIMED WATER, AND SANITARY SEWER TO, OR FOR THE BENEFIT OF THE LANDS SHOWN HEREON.
4. 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 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.
5. A 5/8 INCH DIAMETER IRON ROD WITH CAP NO. LB 6723 WILL BE SET AT EACH LOT CORNER AS REQUIRED BY CHAPTER 177, FLORIDA STATUTES WITHIN THE CURRENT ALLOTTED TIME IN SUBSECTION 177.019(9), FLORIDA STATUTES.
6. CURRENT ZONING IS RSF-4 (RESIDENTIAL SINGLE FAMILY).
7. THERE IS 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 EASEMENT FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND OPERATION OF UTILITY LINES, MAINS, PIPES, CONDUITS AND OTHER FACILITIES SOLELY AND EXCLUSIVE FOR (A) ANY CABLE SYSTEM OR 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.
8. THIS PLAT CONTAINS 145 LOTS, 11 TRACTS AND 1.15 MILES OF ROAD.
9. STREET STUBS AT THE AT THE WESTERN TERMINUS OF 120TH PLACE AND THE SOUTHERN TERMINUS OF NW 167TH WAY SHALL BE CONVERTED TO A TRAFFIC CIRCLE, SPEED TABLE, OR OTHER TRAFFIC CALMING DEVICE UPON EXTENSION OF THE STREET TO ADJACENT LANDS.
10. ALL DISTANCES SHOWN HEREON ARE GROUND.
11. BUILDING SETBACKS FOR ALL LOTS ARE AS FOLLOWS: (UNLESS OTHERWISE SHOWN)
    FRONT = 20'
    REAR = 15'
    REAR (ACCESSORY) = 10'
    STREET SIDE = 12.50' (2.5 OVERHANG + 10' P.U.E)
    SIDE = 7.5'
12. THE ERROR OF CLOSURE FOR THE BOUNDARY OF THIS PLAT DOES NOT EXCEED 1':10,000"
13. THIS PLAT IS 6 SHEETS IN TOTAL, AND ONE IS NOT COMPLETE WITHOUT THE OTHER. FOR DEDICATION AND ACKNOWLEDGMENTS AND LEGAL DESCRIPTION SEE SHEET 1. FOR BOUNDARY DETAIL SEE SHEET 2 AND FOR LOT DIMENSIONS SEE SHEET 3, 4, 5 AND 6.
14. TRACTS A2, B3, B4, F2, G, H1, I1, J1, K, AND L SHOWN ON THIS PLAT ARE DRAINAGE, UTILITIES, ACCESS AND OPEN SPACE/STORMWATER 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 COLLECTIONS 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 OR PURPOSES AS MAY BE AUTHORIZED IN WRITING BY THE DEVELOPER OR ITS DESIGNATED SUCCESSORS AND ASSIGNS.
15. WATER AND SEWER SERVICE ARE BEING PROVIDED BY THE CITY OF ALACHUA.
16. THE LIFT STATION SERVING BRAIRWOOD PHASES 2 AND 3 IS RECORDED BY SPECIAL WARRANTY DEED IN OFFICIAL RECORDS BOOK 4830, PAGE 1485 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.
17. THE EXISTING LIFT STATION IS NOT A PART OF THE PLAT.

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

NOTE:
THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

ACKNOWLEDGEMENT AND ACCEPTANCE OF HOA

THE BRIARWOOD HOMEOWNERS ASSOCIATION OF ALACHUA, INC, HEREBY ACKNOWLEDGES AND ACCEPTS THE MAINTENANCE AND OTHER RESPONSIBILITIES CONTEMPLATED, DESCRIBED AND SHOWN ON THIS PLAT OF BRIARWOOD PHASES 2 AND 3 AND AS FURTHER SET FORTH IN OFFICIAL RECORDS BOOK 4830, PAGE 1495 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

DATE: _____ SIGNATURE: _____

WINTNESS: _____ BY: _____

WINTNESS: _____ TITLE: _____

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: _____ MORTGAGEE: LONG CREEK INVESTMENTS, LLC

WINTNESS: _____ BY: _____

WINTNESS: _____ TITLE: _____

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: _____ MORTGAGEE: GOLDEN POND FARMS, INC.

WINTNESS: _____ BY: _____

WINTNESS: _____ TITLE: _____

PLAT BOOK_____ PAGE_____

BRIARWOOD PHASES 2 AND 3
D E D I C A T I O N

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 PHASES 2 AND 3", BEING IN THE CITY OF ALACHUA, A MUNICIPALITY IN 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 DRAINAGE AND PUBLIC UTILITY EASEMENTS AS SHOWN AND IDENTIFIED ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC AND THE CITY OF ALACHUA, FOR THE PUBLIC PURPOSES DESCRIBED AND REFLECTED ON THIS PLAT.

TRACT RW-1 IS HEREBY DEDICATED PUBLICLY FOR RIGHTS-OF-WAY TO BE CONVEYED IN FEE SIMPLE AND MAINTAINED BY "CITY OF ALACHUA, A MUNICIPALITY IN ALACHUA COUNTY, FLORIDA."

ALL STREETS AND RIGHTS OF WAY IDENTIFIED AS TRACT RW-1 ARE ACCEPTED AND TO BE MAINTAINED BY THE CITY OF ALACHUA. TRACTS "A2, B3, F2, G, H1, I1, J1, K, AND L" ARE TO BE CONVEYED IN FEE SIMPLE BY DEED, SUBJECT TO THE NON-EXCLUSIVE STORMWATER DRAINAGE AND PUBLIC UTILITY EASEMENTS OF THE CITY OF ALACHUA SHOWN ON AND IDENTIFIED ON THIS PLAT AND FURTHER BE MAINTAINED AS LANDSCAPE, RECREATION, INGRESS, EGRESS, MAINTENANCE, DRAINAGE, AND UTILITY EASEMENTS BY THE "BRIARWOOD HOMEOWNERS ASSOCIATION OF ALACHUA, INC" ESTABLISHED FOR THIS COMMUNITY.

TRACT LS-1 (LIFT STATION) IS HEREBY DEDICATED IN FEE SIMPLE TO THE "CITY OF ALACHUA, A MUNICIPALITY IN ALACHUA COUNTY, FLORIDA." WITHOUT ANY RESTRICTION WHATSOEVER. CITY OWNERSHIP OF THIS TRACT AND THE IMPROVEMENTS THEREON VESTS UPON APPROVAL OF THIS PLAT BY THE CITY COMMISSION OF THE CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA. RECORDING OF THIS PLAT SHALL ACT AS CONVEYANCE TO THE "CITY OF ALACHUA, A MUNICIPALITY IN ALACHUA COUNTY, FLORIDA." AND NO FURTHER INSTRUMENT SHALL BE NECCESARY TO VEST FEE SIMPLE IN THE CITY AS AFOREMENTIONED.

WITNESS: _____
WITNESS SIGNATURE

PRINTED NAME

WITNESS SIGNATURE

PRINTED NAME

DEVELOPER AND OWNER:

TROON CREEK, LLC., A FLORIDA LIMITED LIABLITY COMPANY

BY: _____

CRAIG J. ROUHIER, MANAGER
DEVELOPER'S ADDRESS:
643 EGRET PLACE DRIVE
WINTER GARDEN, FL 34787

ACKNOWLEDGMENT
STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING OWNER'S CERTIFICATION AND DEDICATION WAS ACKNOWLEDGED BY MEANS OF ( ) PHYSICAL PRESENCE OR ( ) ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2022 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 _____ PRINTED NAME _____

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

SURVEYOR'S CERTIFICATE

I DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO FLORIDA STATUTES CHAPTER 177, PART 1-PLATTING. HOWEVER MY REVIEW AND CERTIFICATION DOES NOT INCLUDE COMPUTING OR FIELD VERIFICATION OF ANY POINTS OR MEASUREMENTS.

SIGNATURE: _____

PRINTED NAME: _____

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

RECEIVED AND FILED

RECEIVED AND FILED FOR RECORD ON THIS ____, DAY OF _____, A.D. 2022

CLERK OF COURT

BY:_____ DATE:_____

SURVEYOR'S CERTIFICATE

I DO HEREBY CERTIFY THAT THIS PLAT ENTITLED "BRIARWOOD PHASES 2 AND 3" 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 STATUTES.

SIGNATURE _____ DATE: _____
JAMES L. RICKMAN (LICENSE NO. 5633)
ALLEN AND COMPANY
16 E. PLANT ST.
WINTER GARDEN, FL 34787

PLAT BOOK_____ PAGE_____

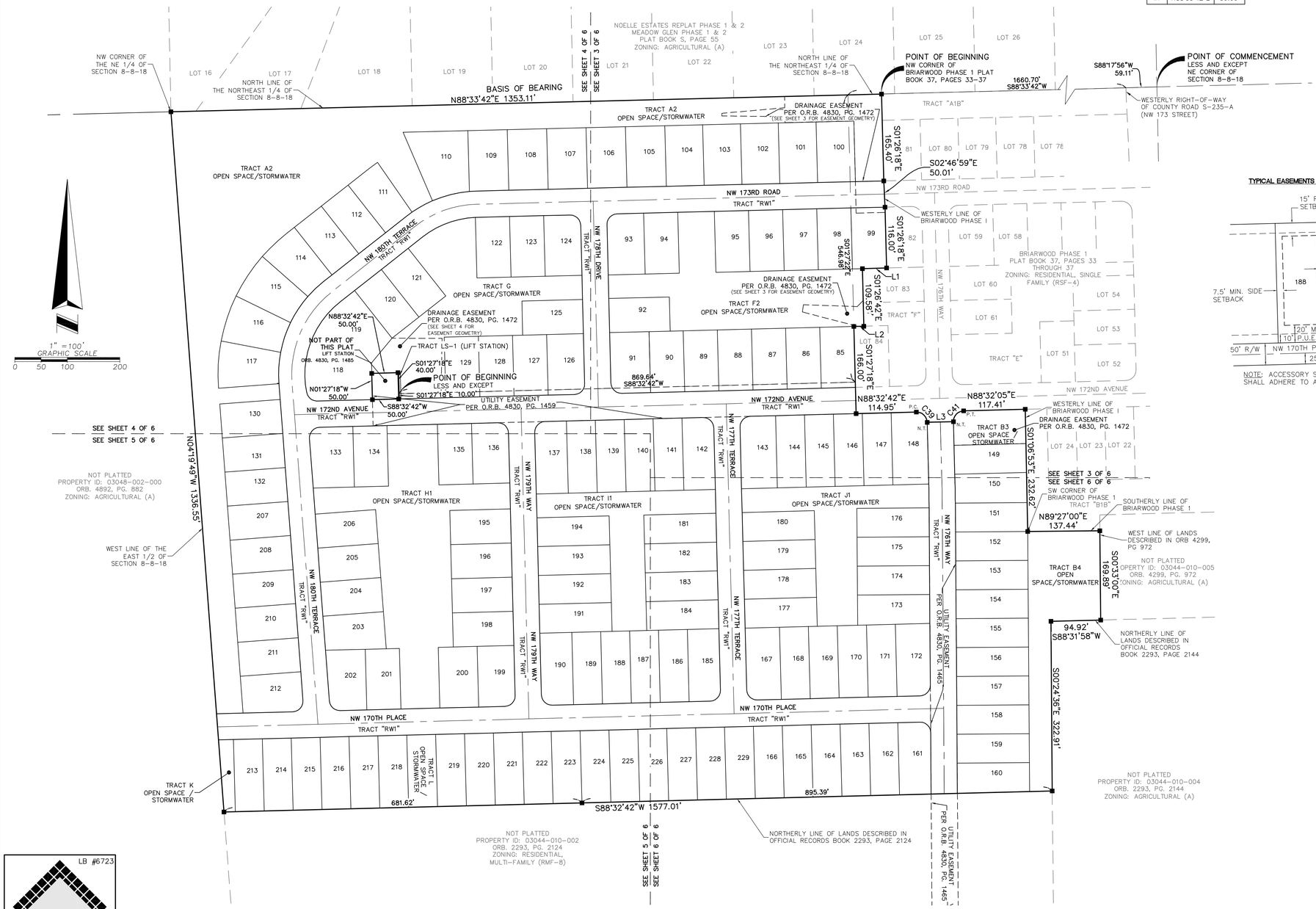
SHEET 2 OF 6

BRIARWOOD PHASES 2 AND 3

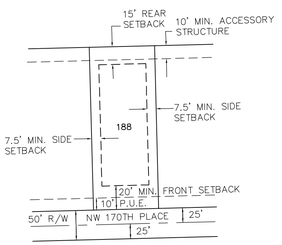
A PORTION OF LAND LYING IN SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

LINE TABLE		
LINE	BEARING	LENGTH
L1	S88°33'42"W	46.00'
L2	S88°32'42"W	19.01'
L3	N88°33'42"E	50.00'

CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C39	20.00'	S46°29'45"E	28.26'	89°55'06"	31.39'
C41	20.00'	N43°32'53"E	28.28'	89°58'53"	31.41'

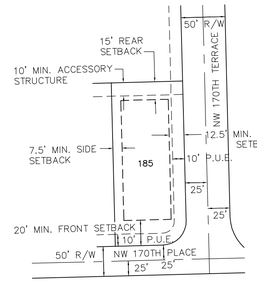


TYPICAL EASEMENTS AND SETBACKS



NOTE: ACCESSORY STRUCTURES SHALL ADHERE TO ALL SETBACKS

TYPICAL EASEMENTS AND SETBACKS
TYPICAL CORNER LOT

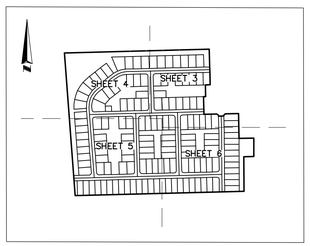


NOTE: ACCESSORY STRUCTURES SHALL ADHERE TO ALL SETBACKS

LEGEND:

P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.I.	POINT OF INTERSECTION
N.T.	NON-TANGENT
P.B.	PLAT BOOK
PG.	PAGE(S)
LB	LICENSED BUSINESS
O.R.B.	OFFICIAL RECORDS BOOK
R	RADIUS
L	ARC LENGTH
Δ	DELTA ANGLE
CH	CHORD DISTANCE
CB	CHORD BEARING
U.E.	UTILITY EASEMENT
℄	CENTERLINE
(7,500)	SQUARE FOOTAGE OF LOT
■	A SET 4" X 4" CONCRETE MONUMENT P.R.M. LB #6723
◉	A SET 1/2" IRON ROD AND/OR NAIL & DISK LB #6723 PERMANENT CONTROL POINT (P.C.P.)
	CHANGE IN DIRECTION ALONG RIGHT-OF-WAY LINES

KEY MAP
NOT TO SCALE



LB #6723

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WINTER GARDEN, FLORIDA 34787
(407) 654-5355

SHEET INDEX
SHEET 1 – DEDICATION AND ACKNOWLEDGMENTS
SHEET 2 – BOUNDARY DETAIL
SHEETS 3, 4, 5, AND 6 – LOT DIMENSIONS

NOTE:

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PLAT BOOK_____ PAGE_____

SHEET 3 OF 6

BRIARWOOD PHASES 2 AND 3

A PORTION OF LAND LYING IN SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA



LINE TABLE		
LINE	BEARING	LENGTH
L4	S88°33'42"W	184.64'
L5	S00°55'47"E	21.53'
L6	S84°57'19"W	120.31'
L7	S02°12'11"E	5.00'
L8	S89°21'41"E	119.94'
L9	S00°55'47"E	11.56'
L10	N88°33'42"E	131.09'
L11	S01°25'49"E	115.40'
L12	N88°33'42"E	54.00'
L13	S01°26'18"E	165.40'
L14	S01°26'18"E	10.00'
L15	S88°33'42"W	55.18'
L16	N01°25'49"W	60.00'
L17	S01°26'42"E	60.66'
L18	S01°26'42"E	48.92'
L19	S88°32'42"W	11.71'
L20	N75°25'06"W	108.76'
L21	N08°31'31"E	14.00'
L22	S87°58'56"E	102.29'
L23	N44°37'12"E	16.27'

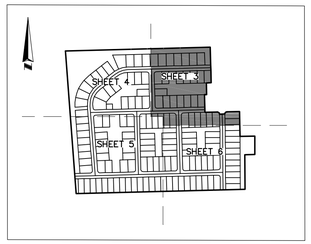
CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C12	1025.00'	S00°55'27"E	18.40'	1°01'42"	18.40'
C13	1000.00'	N00°55'27"W	17.95'	1°01'42"	17.95'
C14	20.00'	S43°33'42"W	28.28'	90°00'00"	31.42'
C15	20.00'	S46°26'48"E	28.29'	90°01'00"	31.42'
C16	20.00'	N43°33'12"E	28.28'	89°59'00"	31.41'
C17	20.00'	N46°26'18"W	28.28'	90°00'00"	31.42'
C28	20.00'	N46°27'18"W	28.28'	90°00'00"	31.42'
C31	20.00'	S43°32'42"W	28.28'	90°00'00"	31.42'
C34	975.00'	N00°55'27"W	17.50'	1°01'42"	17.50'
C39	20.00'	S46°29'45"E	28.26'	89°55'06"	31.39'
C41	20.00'	N43°32'53"E	28.28'	89°58'53"	31.41'

1" = 50'
GRAPHIC SCALE
0 25 50 100

LEGEND:

P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
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O.R.B.	OFFICIAL RECORDS BOOK
R	RADIUS
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CH	CHORD DISTANCE
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(7,500)	SQUARE FOOTAGE OF LOT
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KEY MAP
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BUILDING SETBACKS:
SEE TYPICAL EASEMENT AND SETBACKS ON SHEET 2

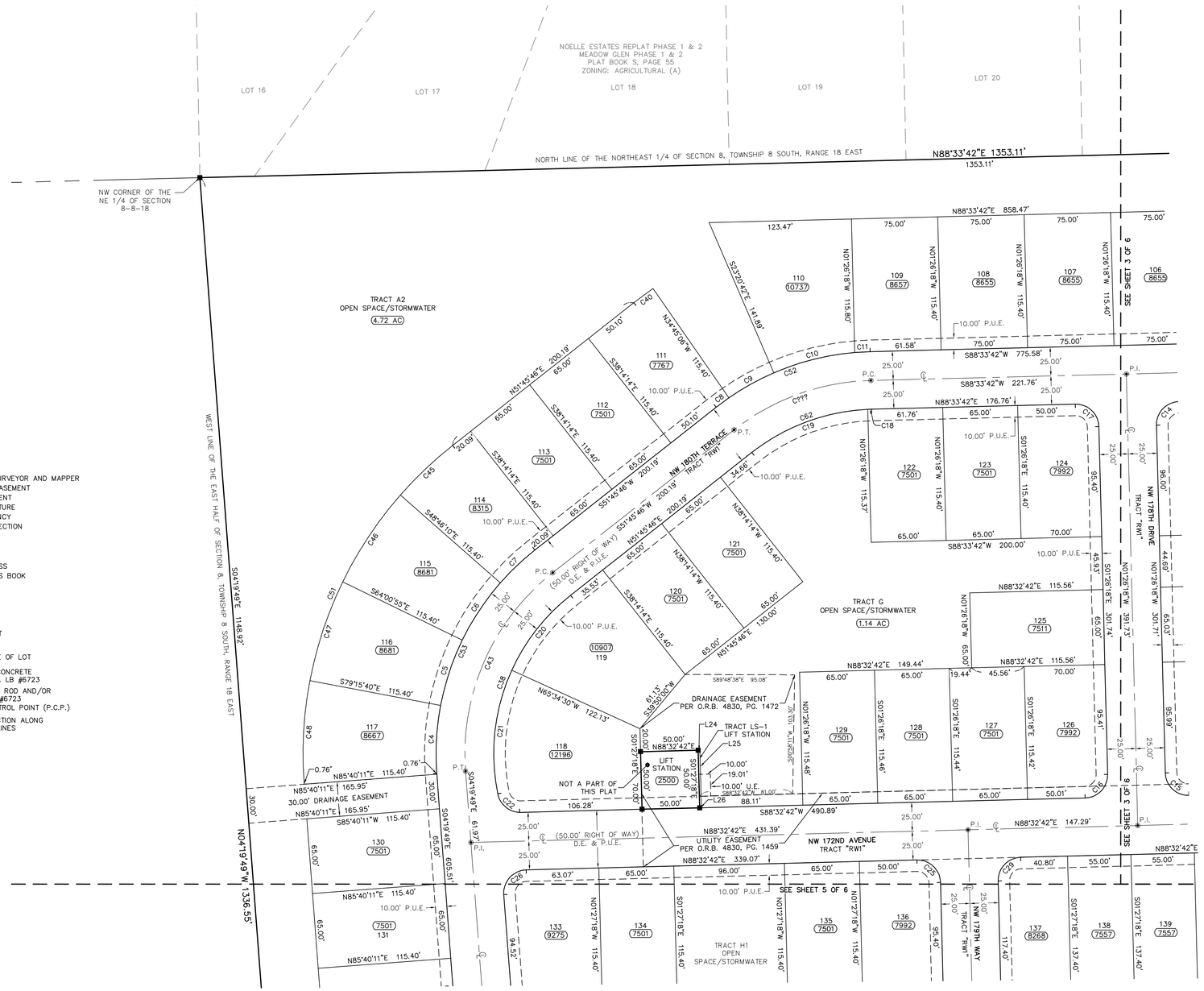
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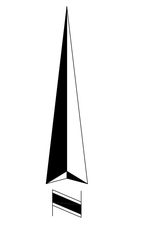
PLAT BOOK_____ PAGE_____

SHEET 4 OF 6

BRIARWOOD PHASES 2 AND 3

A PORTION OF LAND LYING IN SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA





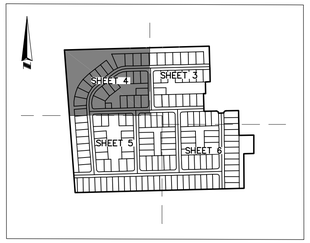
CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C4	225.00'	N03°12'15"E	59.01'	15°04'09"	59.18'
C5	225.00'	N18°21'42"E	59.69'	15°14'45"	59.87'
C6	225.00'	N33°36'27"E	59.69'	15°14'45"	59.87'
C7	225.00'	N46°29'48"E	41.30'	10°31'56"	41.36'
C8	225.00'	N53°30'20"E	13.69'	3°29'08"	13.69'
C9	225.00'	N60°57'06"E	44.72'	11°24'24"	44.79'
C10	225.00'	N75°53'56"E	72.29'	18°29'16"	72.60'
C11	225.00'	N86°51'08"E	13.42'	3°25'08"	13.43'
C14	20.00'	S43°33'42"W	28.28'	90°00'00"	31.42'
C15	20.00'	S46°26'48"E	28.29'	90°01'00"	31.42'
C16	20.00'	N43°33'12"E	28.28'	89°59'00"	31.41'
C17	20.00'	N46°26'18"W	28.28'	90°00'00"	31.42'
C18	175.00'	S88°01'50"W	3.24'	1°03'44"	3.24'
C19	175.00'	S69°37'52"W	107.39'	35°44'12"	109.15'
C20	175.00'	S38°05'38"W	82.71'	27°20'16"	83.50'
C21	175.00'	S06°29'01"W	107.82'	35°52'59"	109.60'
C22	20.08'	S49°40'32"E	24.80'	76°16'08"	26.73'
C25	20.00'	N46°27'18"W	28.28'	90°00'00"	31.42'
C26	20.00'	S42°06'27"W	28.98'	92°52'31"	32.42'
C29	20.00'	S43°32'42"W	28.28'	90°00'00"	31.42'
C38	175.00'	N20°09'09"E	183.45'	63°13'15"	193.10'
C40	340.40'	S53°30'20"W	20.70'	3°29'08"	20.71'
C45	340.40'	S46°29'48"E	62.49'	10°31'56"	62.57'
C46	340.40'	S33°36'27"W	90.31'	15°14'45"	90.58'
C47	340.40'	S18°21'42"W	90.31'	15°14'45"	90.58'
C48	340.40'	S03°12'15"W	89.27'	15°04'09"	89.53'
C51	340.40'	S23°42'59"W	320.10'	56°05'35"	333.25'
C52	225.00'	S70°09'44"W	142.04'	36°47'56"	144.51'
C53	225.00'	S23°42'59"W	211.58'	56°05'35"	220.28'
C62	175.00'	N70°09'44"E	110.47'	36°47'56"	112.40'

LINE TABLE		
LINE	BEARING	LENGTH
L24	N88°32'42"E	1.50'
L25	S01°27'18"E	50.00'
L26	N88°32'42"E	1.50'

LEGEND:

P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.I.	POINT OF INTERSECTION
N.T.	NON-TANGENT
P.B.	PLAT BOOK
PG.	PAGE(S)
LB	LICENSED BUSINESS
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R	RADIUS
L	ARC LENGTH
Δ	DELTA ANGLE
CH	CHORD DISTANCE
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PLAT BOOK_____ PAGE_____

SHEET 5 OF 6

BRIARWOOD PHASES 2 AND 3

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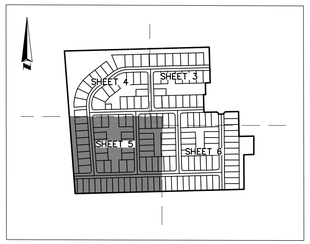
1" = 50'
GRAPHIC SCALE
0 25 50 100

CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C3	20.00'	N42°06'27"E	28.98'	92°52'31"	32.42'
C23	20.00'	S47°53'33"E	27.57'	87°07'29"	30.41'
C24	20.00'	N43°32'42"E	28.28'	90°00'00"	31.42'
C25	20.00'	N46°27'18"W	28.28'	90°00'00"	31.42'
C26	20.00'	S42°06'27"W	28.98'	92°52'31"	32.42'
C29	20.00'	S43°32'42"W	28.28'	90°00'00"	31.42'
C30	20.00'	S46°27'18"E	28.28'	90°00'00"	31.42'

LEGEND:

P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.I.	POINT OF INTERSECTION
N.T.	NON-TANGENT
P.B.	PLAT BOOK
PG.	PAGE(S)
LB	LICENSED BUSINESS
O.R.B.	OFFICIAL RECORDS BOOK
R	RADIUS
L	ARC LENGTH
Δ	DELTA ANGLE
CH	CHORD DISTANCE
CB	CHORD BEARING
U.E.	UTILITY EASEMENT
℄	CENTERLINE
(7,500)	SQUARE FOOTAGE OF LOT
■	A SET 4" X 4" CONCRETE MONUMENT P.R.M. LB #6723
◉	A SET 1/2" IRON ROD AND/OR NAIL & DISK LB #6723 PERMANENT CONTROL POINT (P.C.P.)
	CHANGE IN DIRECTION ALONG RIGHT-OF-WAY LINES

KEY MAP
NOT TO SCALE



LB #6723
ALLEN & COMPANY
Founded in 1988
SURVEYING • MAPPING
GEOSPATIAL SERVICES
www.allen-company.com
16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654-5355

SHEET INDEX
SHEET 1 – DEDICATION AND ACKNOWLEDGMENTS
SHEET 2 – BOUNDARY DETAIL
SHEETS 3, 4, 5, AND 6 – LOT DIMENSIONS

BUILDING SETBACKS:
SEE TYPICAL EASEMENT AND SETBACKS ON SHEET 2

NOTE:
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PLAT BOOK_____ PAGE_____

SHEET 6 OF 6

BRIARWOOD PHASES 2 AND 3

A PORTION OF LAND LYING IN SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

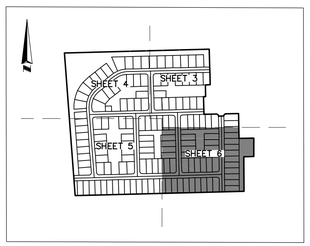


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	CHANGE IN DIRECTION ALONG RIGHT-OF-WAY LINES

CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C12	1025.00'	S00°55'27"E	18.40'	1°01'42"	18.40'
C13	1000.00'	N00°55'27"W	17.95'	1°01'42"	17.95'
C27	20.00'	N43°32'42"E	28.28'	90°00'00"	31.42'
C28	20.00'	N46°27'18"W	28.28'	90°00'00"	31.42'
C31	20.00'	S43°32'42"W	28.28'	90°00'00"	31.42'
C32	20.00'	S46°27'18"E	28.28'	90°00'00"	31.42'
C33	20.00'	N44°04'03"E	28.03'	88°57'18"	31.05'
C34	975.00'	N00°55'27"W	17.50'	1°01'42"	17.50'
C37	20.00'	N45°55'57"W	28.54'	91°02'42"	31.78'

KEY MAP
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City of Alachua

Planning & Community Development Department

Staff Report

City Commission Hearing Date: November 14, 2022
Quasi-Judicial Hearing

SUBJECT:	A request for consideration of the final plat of Briarwood Phase 2 and 3, which proposes to subdivide a ±45.16 acre subject property into a total of 145 lots with associated common areas and road right-of-way
APPLICANT/AGENT:	Tivia Bryan of Allen & Company
PROPERTY OWNER:	Troon Creek, LLC
LOCATION:	South of Meadowglen subdivision, west of Briarwood Phase 1
PARCEL ID NUMBERS:	03044-010-003
FLUM DESIGNATION:	Moderate Density Residential
ZONING:	RSF-4 (Residential Single-Family 4)
OVERLAY:	N/A
ACREAGE:	±45.16 acres
PROJECT PLANNER:	Adam Hall, AICP, Principal Planner
RECOMMENDATION:	Staff recommends that the City Commission: 1. Approve the Final Plat of Briarwood Phase 2 and 3 ("Final Plat"); 2. Approve the "Subdividers Agreement for Briarwood Phase 2 and 3" ("Subdividers Agreement"); 3. Authorize the Mayor and City Attorney to sign the Final Plat and Subdividers Agreement; and, 4. Accept the Common Law Performance Bond from Troon Creek, LLC in the amount of $5,703,808.01 as the surety instrument for infrastructure improvements, other than the house sidewalks; and 5. Accept the Common Law Performance Bond from Troon Creek, LLC in the amount of $245,875.08 as the surety instrument for the house sidewalks.

RECOMMENDED MOTION:

Based upon the competent substantial evidence presented at this hearing, the presentation before this Commission, 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 therefore this Commission:

1. *Approve the Final Plat of Briarwood Phase 2 and 3 ("Final Plat");*
2. *Approve the "Subdividers Agreement for Briarwood Phase 2 and 3" ("Subdividers Agreement");*
3. *Authorize the Mayor and City Attorney to sign the Final Plat and Subdividers Agreement; and,*
4. *Accept the Common Law Performance Bond from Troon Creek, LLC in the amount of $5,703,808.01 as the surety instrument for infrastructure improvements, other than the house sidewalks; and*
5. *Accept the Common Law Performance Bond from Troon Creek, LLC in the amount of $245,875.08 as the surety instrument for the house sidewalks.*

SUMMARY

This application is a request by Tivia Bryan of Allen & Company, applicant and agent for Troon Creek LLC, property owner, for consideration of the final plat of Briarwood Phase 2 and 3, which proposes to subdivide a ±45.16 acre subject property into a total of 145 lots with associated common areas and road right-of-way.

The subject property consists of Tax Parcel Number 03044-010-003, and is located in the 17000 block of CR 235A, west of CR 235A and Santa Fe High School, south of the Meadowglen subdivision, and north of the Santa Fe Hills subdivision.

A portion of the subject property was part of the previously proposed Benton Hills development, for which a preliminary plat was approved on January 11, 2016 by the City Commission. The preliminary plat for Briarwood was approved on November 4, 2019 by the City Commission. The construction plans for Phase 1 were approved by the City on June 11, 2020. The Final Plat for Phase 1 of Briarwood was approved November 9, 2020. The Construction Plans for Phases 2 and 3 were approved on September 20, 2022.

The proposed Briarwood subdivision consists of lots ranging size from ±7,500 square feet to ±10,780 square feet, with the majority of lots between ±7,500 square feet and ± 8,000 square feet. As proposed with the preliminary plat, the lots located along the northern portion of the site are a minimum of 8,309 square feet in area and a minimum of 72 feet wide. The plat proposes a series of common areas throughout the project area and along the northern and eastern boundaries. A 50' wide common area will be located between any lots and the northern property line, including an approximately 15' wide area outside of the stormwater drainage system.

Development within the proposed subdivision will connect to potable water and wastewater facilities. Stormwater for the proposed development would be conveyed to and treated by a connected, distributed linear network of retention basins to be located throughout the subject property. An analysis of the development's impact on other public facilities, including transportation, potable water, sanitary sewer, solid waste, and public schools, is provided within this report.

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.

Illustration 1. Sheet 2, Briarwood Phase 2 and 3 Final Plat

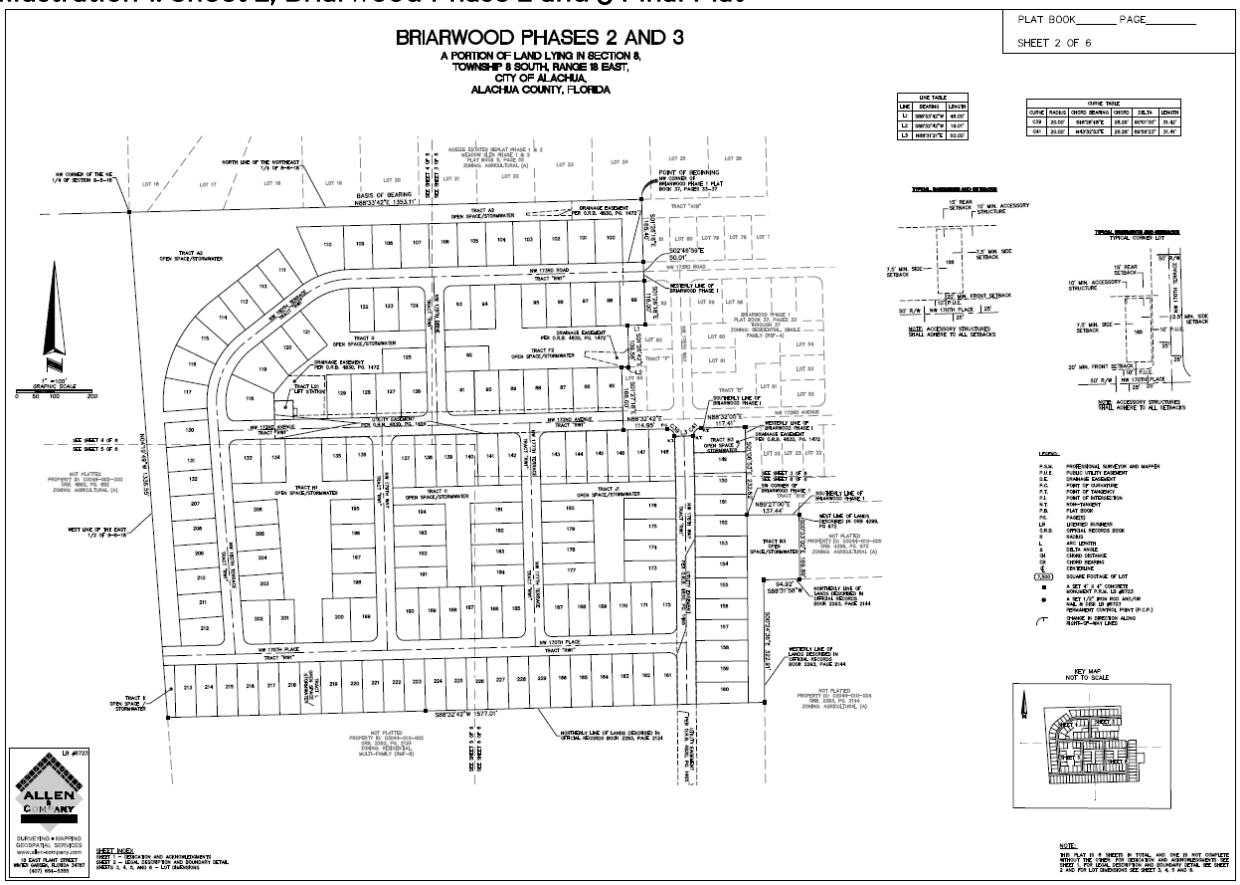
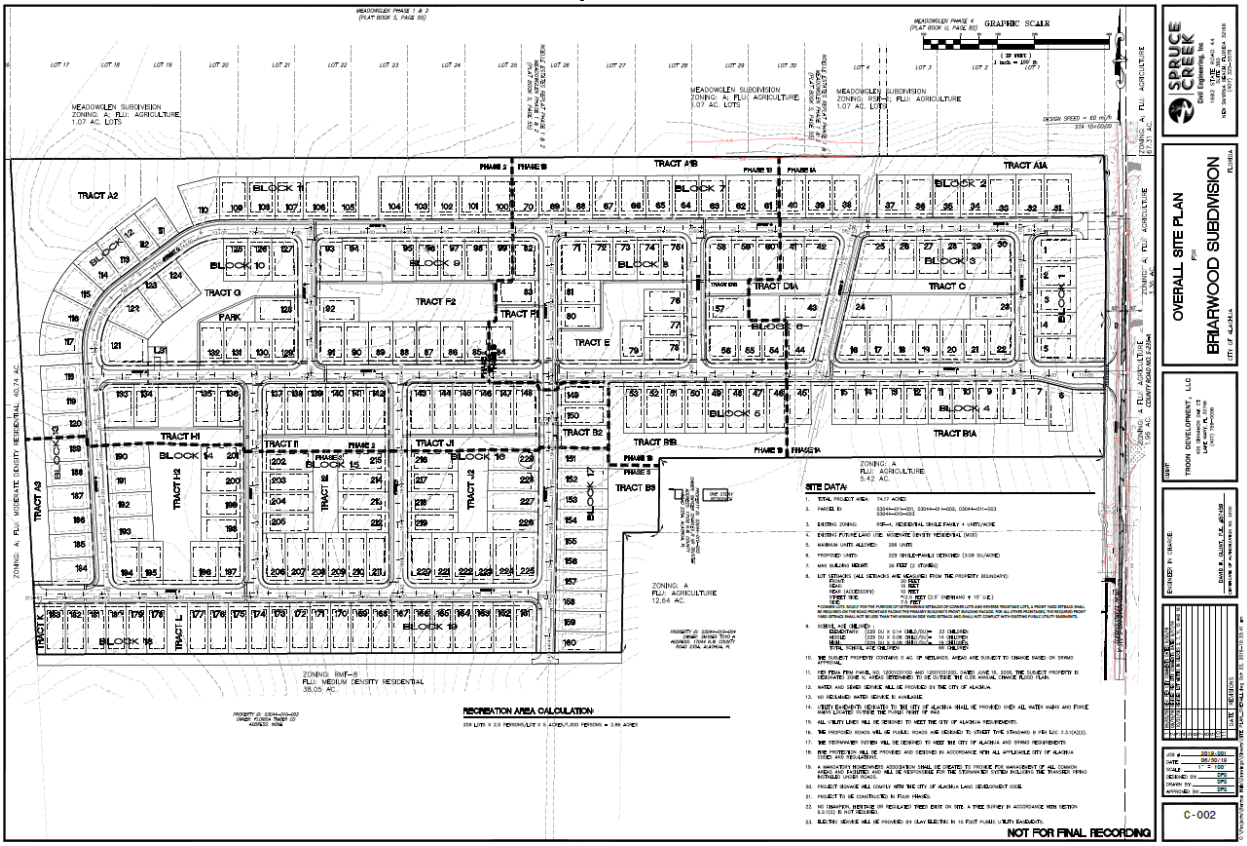


Illustration 2. Sheet 2, Briarwood Preliminary Plat



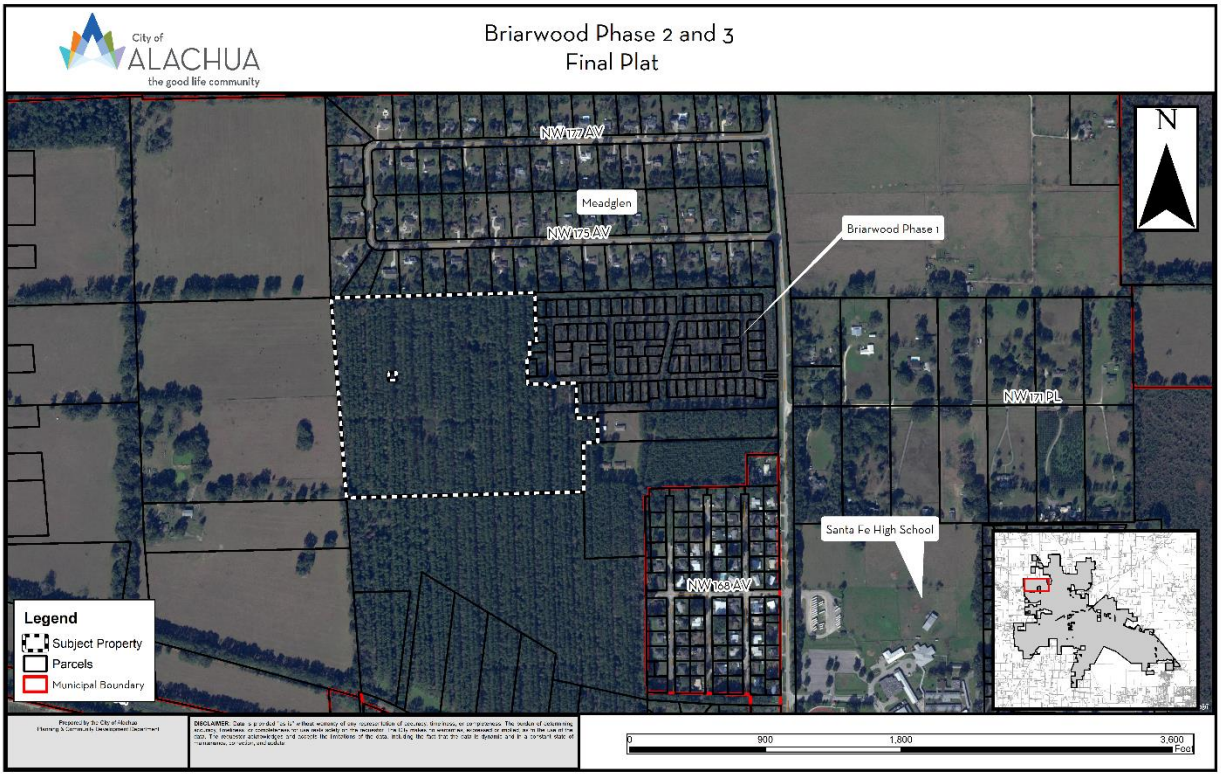
SURROUNDING USES

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	Meadowglen Subdivision	Agriculture	Agricultural (A)
South	Vacant Residential Land/	Medium Density Residential	Residential Multiple Family – 8 (RMF-8)
West	Vacant Residential Land	Moderate Density Residential	Agricultural (A)
East	Single-Family Residential (Briarwood Phase 1)	Moderate Density Residential	Residential Single Family – 4 (RSF-4)

Map 1. Vicinity Map



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.

Future Land Use Element

GOAL 1: Future Land Use Map 2025:
The City of Alachua 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.

Objective 1.2: Residential

The City of Alachua shall establish three Residential land use categories to ensure an orderly urban growth pattern that makes the best use of available lands for residential development.

Policy 1.2.a: Moderate density residential (0 to 4 dwelling units per acre): The moderate density residential land use category allows residential development at a maximum density of 4 dwelling units per acre. The following uses are allowed in the moderate density residential land use category:

1. Single family, conventional dwelling units;
2. Accessory dwelling units;
3. Manufactured or modular homes meeting certain design criteria
4. Mobile homes only within mobile home parks;
5. Duplexes and quadplexes;
6. Townhomes;
7. Residential Planned Developments;
8. Supporting community services, such as schools, houses of worship, parks, and community centers

Analysis of Consistency with Goal 1, Objective 1.2, and Policy 1.2.a: The proposed rezoning would comply with this Policy as the maximum number of dwelling units per acre would not be exceeded, and the uses proposed are consistent with the uses allowed under this policy.

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 environmental assessment provided by the applicant, there are no significant environmental resources that would limit or impact development, except for the potential presence of gopher tortoises, FL burrowing owls, and eastern indigo snakes. As a condition of approval, the applicant will be required to provide a 100% gopher tortoise and FL burrowing owl survey prior to commencement of construction activities. The applicant will also be required to comply with standard measures of protection regarding eastern indigo snakes.

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.

GOAL 9: Water and Wastewater Service:

The City will ensure that new development 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 Comprehensive Plan, shall connect to the City of Alachua's potable water and wastewater system.

Policy 9.2: Any new residential subdivision within the corporate limits, where potable water service is available, as defined in Policy 4.2.a of the Community Facilities and Natural Groundwater Aquifer Recharge Element of the City of Alachua Comprehensive Plan, regardless of size, that is within either a Residential or Agriculture Future Land Use Map Designation shall connect to the City of Alachua's potable water system. Any new residential subdivision within the corporate limits, where wastewater service is available, as defined in Policy 1.2.a of the Community Facilities and Natural Groundwater Aquifer Recharge

Element of the City of Alachua Comprehensive Plan, regardless of size, that is within a Residential Future Land Use Map Designation shall connect to the City of Alachua's wastewater system.

Analysis of Consistency with Goal 9 and Policy 9.2: The subject property is within the potable water and wastewater service area. Any development of the subject property will be required to connect to the potable water and wastewater systems at the time of development.

Housing Element

Policy 1.1.a: The City shall encourage development of a variety of housing types including conventional single family homes, accessory dwelling units, multi-family units, group homes, assisted living facilities, foster care facilities, mobile homes and manufactured housing, and shall ensure that appropriate land use designations and zoning districts exist to accommodate each type.

Analysis of Consistency with Policy 1.1.a: This project would support additional housing within the City, thereby furthering Policy 1.1.a.

Recreation Element

Policy 1.2.b: The City shall adhere to a minimum level of service of five (5.0) acres of community, neighborhood or pocket park, per 1,000 persons, with a minimum of 20 percent of this in improved, passive parks.

Analysis of Consistency with Policy 1.2.b: An analysis of the impacts to recreation facilities has been provided within this report. The proposed development would not result in a failure of the City's adopted level of service for recreation and park area.

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 · 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 · 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.

Conservation and Open Space Element

OBJECTIVE 1.3: Listed Species

The City shall protect species listed by State and Federal agencies as endangered, threatened or of special concern, and their habitats.

Policy 1.3.a: The City shall ensure that its ordinances, regulations and policies protect listed species and their habitats.

Policy 1.3.b: The City shall utilize the development review process, land acquisition programs, environmental regulatory partnerships, stewardship programs and public education to protect listed species and their habitat, and prevent extinction of or reduction in populations of listed species.

Policy 1.3.c: The City shall obtain data from the Florida Fish and Wildlife Conservation Commission, Alachua County Environmental Protection Department, Florida Department of Environmental Protection, to maintain a periodically updated inventory of listed species and habitats located within City limits or immediately adjacent to City limits. The City will use the Florida Natural Areas Inventory as a base inventory.

Policy 1.3.d: The City shall require prior to development approval, an inventory of listed species for all new developments in areas identified as known habitat for listed species. The inventory shall include detailed information regarding type, quantity, and location and habitat requirements for any listed species identified. De minimus threshold for properties required to complete the inventory shall be established in the City's Land Development Regulations.

Policy 1.3.e: The City's land use designations shall provide for the protection of threatened and endangered species.

Analysis of Consistency with Objective 1.3 and Policies 1.3.a – e: Based on the environmental assessment provided by the applicant, there are no significant environmental resources that would limit or impact development, except for the potential presence of gopher tortoises, FL burrowing owls, and eastern indigo snakes. As a condition of approval, the applicant will be required to provide a 100% gopher tortoise and FL burrowing owl survey prior to commencement of construction activities. The applicant will also be required to comply with standard measures of protection regarding eastern indigo snakes. The 100% gopher tortoise survey was completed on April 14, 2022 and submitted with the Construction Plans for Briarwood Phase 2 and 3.

ENVIRONMENTAL CONDITIONS & SITE SUITIBILITY ANALYSIS

Wetlands

According to the National Wetlands Inventory, no potential wetlands are located on the subject property. Any wetlands identified must be delineated and protected in accordance with the applicable protection standards.

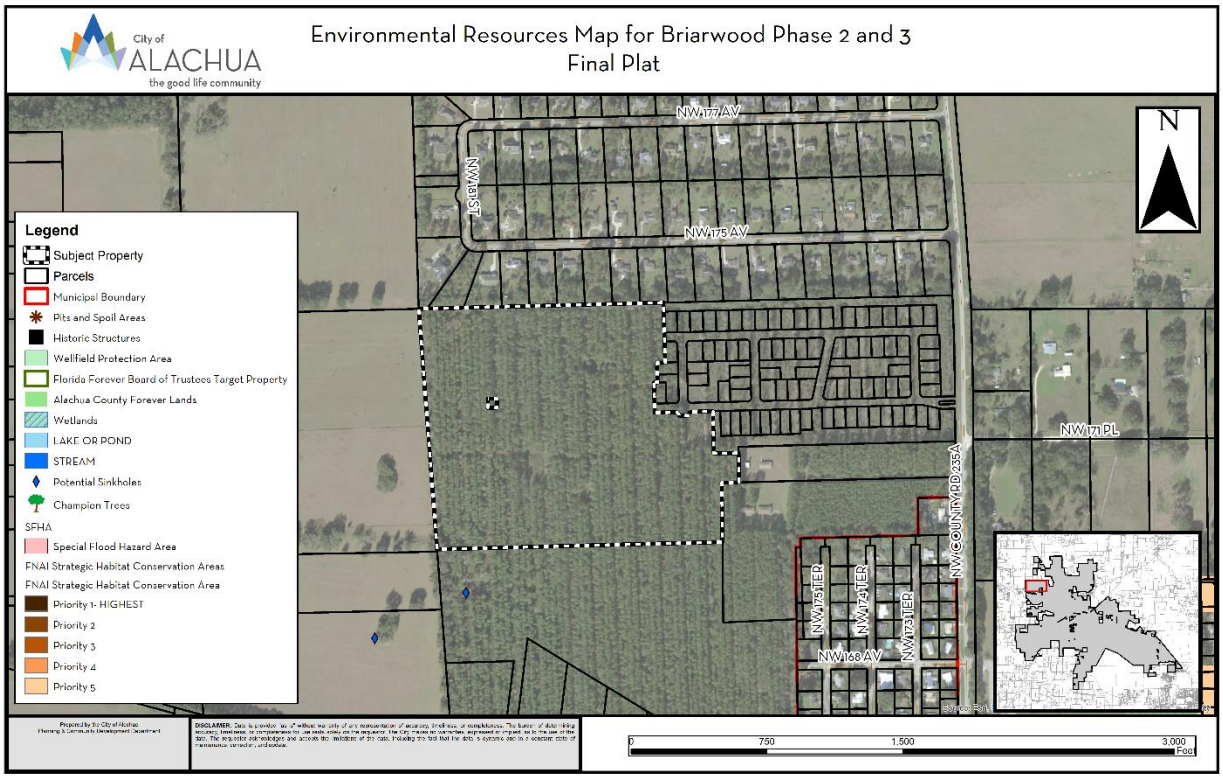
Evaluation: No wetlands have been identified on subject property. If wetlands are identified on subject property at a later time, the applicable standards in the City's Comprehensive Plan, Land Development Regulations, and Suwannee River Water Management District (SRWMD) regulations would apply to those 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 1987 and updated 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 or adjacent to a Strategic Ecosystem, therefore, the development will not adversely impact any Strategic Ecosystem(s) identified within the ecological inventory report.

Map 2. Environmental Features



Regulated Plant & Animal Species

A wildlife survey report was conducted on April 14, 2022 by Bio-Tech Consulting, Inc,. for the area of Phases 2 and 3. The report included a 100% gopher tortoise survey and 100% FL

burrowing owl survey. The report indicated the presence of 4 (four) potentially occupied gopher tortoise burrows on site.

Evaluation: Based upon the findings of the 100% listed species survey and 100% gopher tortoise survey conducted by Bio-Tech Consulting, Inc. conducted on April 14, 2022, potential impacts upon protected species has been adequately addressed. The report indicates that a permit for relocation of the tortoises will be required through the Florida Fish and Wildlife Conservation Commission.

Soil Survey

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.

There are five (5) soil type found within the development area:

Soil Type	Hydrologic Group	Drainage Class	Residential Buildings Without Basements	% of Subject Property (may not total to 100% due to rounding)
Arredondo fine sand, 0 to 5 percent slopes	A	Well drained	Not limited	35.0
Fort Meade fine sand, 0 to 5 percent slopes	A	Well drained	Not limited	21.3
Kendrick sand, 2 to 5 percent slopes	B	Well drained	Not limited	27.1
Norfolk loamy fine sand, 2 to 5 percent slopes	B	Well drained	Not limited	5.6
Arredondo fine sand, 5 to 8 percent slopes	A	Well drained	Not limited	10.9

Evaluation: The soil types located within the subject property do not pose any significant limitations for residential dwellings. Therefore, there are no issues related to soil suitability.

Flood Potential

Panel 0120D of the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Series, dated June 16, 2006, indicates that the subject property contains areas with Flood Zone "X" designations (areas determined to be outside of the 500-year floodplain).

Evaluation: The subject property is located in Flood Zone "X" (areas determined to be outside of the 500-year floodplain. 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(G)(5)(d) is provided below.

2.4.10(G)(5)(d) *Final plat standards.* The final plat for subdivision shall:

(i) Comply with the standards contained in Article 7, *Subdivision Standards*;

Evaluation & Findings: The application has been reviewed for and is found to be in compliance with the applicable standards of Article 7, *Subdivision Standards*. Compliance with Article 7 is demonstrated collectively within the Preliminary Plat, Construction Plans, and Final Plat.

(ii) Be in substantial conformance with the preliminary plat, and the construction plans;

Evaluation & Findings: The application has been reviewed for and is found to be in substantial conformance with the preliminary plat and construction plans.

(iii) Be consistent with all other relevant provisions of these LDRs;

Evaluation & Findings: The application has been reviewed for and is found to be in compliance with all other applicable provisions of the LDRs, including but not limited to: Article 3, *Zone Districts*; Article 4, *Use Regulations*; Article 5, *Density, Intensity, and Dimensional Standards*; and Article 6, *Development Standards*.

(iv) Be consistent with all other relevant City ordinances and regulations;

Evaluation & Findings: An evaluation of the application's consistency with the City's Comprehensive Plan has been provided within this report. The application is consistent with all other relevant City ordinances and regulations.

(v) Address the provision of required public improvements in the following ways:
a. Submittal of a subdivider agreement in accordance with Subsection 2.4.10(G)(4) of this section, Subdivider agreement;
b. Provide the City with surety device in accordance with Section 7.4, Improvement guarantees for public improvements;

Evaluation & Findings: A subdivider agreement has been prepared in accordance with Subsection 2.4.10(G)(4). The subdivider agreement (included within the supporting application materials attached as Exhibit "A" to this report) establishes the requirements for the construction of infrastructure, inspection of infrastructure during construction, and the maintenance guarantee for infrastructure improvements. The foregoing provisions within the subdivider agreement meet the requirements of Sections 2.4.10(G)(4) and 7.4 of the LDRs.

(vi) Include the following certificates, which shall be signed by the subdivider and the LDR Administrator:
a. Certificate of subdivider's surveyor;

b. Certificate of City's review surveyor;
c. Certificate of approval by County Health Department, if applicable;
d. Certificate of approval by the Attorney for the City;
e. Certificate of approval by the City Commission; and
f. Certificate of filing with the Alachua County Clerk of Court.

Evaluation & Findings: The face of the plat provides all certificates as listed in Subsection 2.4.10(G)(5)(d)(vi).

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, which consists of 145 single-family residential units.

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. A final plat is a final development order so concurrency will be reserved, if the Plat is approved by the City Commission.

Table 3. Affected Comprehensive Plan Roadway Segments[1]

Segment Number[2, 3]	Segment Description	Lanes	Functional Classification	Area Type	LOS
16	CR 235A North (CR 235A North of US 441)	2U	County Maintained Major Collector	Comm	D
6 (4107)	US Hwy 441 (from I-75 to CR 235A)	4D	Principle Arterial	Urban Trans	D
7 (14)	US 441 (from CR235 A to NW 188th St)	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 · 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)
Single Family Detached Dwelling units (145)	Single- Family, Detached [2] (ITE Code 230)	1,369 (684/684)	107 (18/89)	144 (96/48)

1 Source: ITE Trip Generation, 10th Edition.
2 Formulas: AADT – 9.44 trips per dwelling unit x 145 dwelling units (50% entering/50% exiting); AM Peak Hour – 0.74 trips per dwelling unit x 145 dwelling units (17% entering/83% exiting); PM Peak Hour – .99 trips per dwelling unit x 145 dwelling units (67% entering/33% exiting).

Table 5. Potential Impact on Affected Comprehensive Plan Roadway Segments

Traffic System Category	CR 235A (North of US 441) /16[1]	US Hwy 441 (from I-75 to CR 235A)/ 6 (4107)[1]	US 441 (from CR235A to NW 188th St)/ 7 (14)[1]
Maximum Service Volume[2]	15,120	39,000	43,000

Existing Traffic[3]	1,402	27,914	22,250
Reserved Trips[4]	816	2,593	1,565
Available Capacity[4]	12,902	8,493	19,185
Potential Impact Generated by Proposed Final Plat	1,369	868	87
Residual Capacity after Proposed Final Plat[5]	**11,533**	**7,625**	**19,098**
PM Peak Hour Traffic Analysis	CR 235A (North of US 441)[1]	US Hwy 441 (from I-75 to CR 235A)[1]	US 441 (from CR235A to NW 188th St)/ 7 (14)[1]
Maximum Service Volume[2]	1,359	3,510	3,870
Existing Traffic[3]	133	2,652	2,114
Reserved Trips[4]	85	207	129
Available Capacity[4]	1,141	651	1,627
Potential Impact Generated by Proposed Final Plat	144	91	9
Residual Capacity after Proposed Final Plat[5]	**997**	**560**	**1,618**

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: AADT & Peak Hour MSVs calculated using LOSPLAN 2012. County Facilities reflect a 10 percent reduction in the MSV calculated within LOSPLAN 2012 as set forth in the Generalized Tables for AADT / Peak Hour Volumes, FDOT 2018 Q/LOS Handbook.
3 Florida Department of Transportation, District Two, Level of Service Reporting Tool 2022
4 Source: City of Alachua September 2022 Development Monitoring Report.
5 The application is for a Final Development Order. Facility capacity and concurrency will be reserved.

Evaluation: It is anticipated that the proposed development will not adversely affect the Level of Service ("LOS") for the affected roadway segments, and the potential impact of 145 single-family residential dwellings is therefore 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*	1,309,417
Reserved Capacity*	291,079
Potential Potable Water Demand from Proposed Application **	39,875
Residual Capacity	**659,201**
Percentage of Permitted Design Capacity Utilized	**71.33%**

Sources:
** City of Alachua September 2022 Development Monitoring Report*
***City of Alachua Comprehensive Plan Potable Water Level of Service of 275 gallons/du/ day*

Evaluation: The proposed development would increase the maximum potential demand from the development of the subject property to 39,875 gallons per day. This analysis is based on the maximum development potential of 145 single-family residential dwellings that would be permitted by the proposed final plat. Concurrency and impacts to the City's utility systems will be reevaluated at construction plan and Final Plat stage. It is anticipated that the proposed amendment will not adversely affect the Level of Service ("LOS") for potable water facilities, and the impacts are therefore 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*	758,000
Reserved Capacity*	265,540
Projected Potential Wastewater Demand from Proposed Application **	36,250
Residual Capacity	**440,210**
Percentage of Permitted Design Capacity Utilized	**70.65%**

Sources:
** City of Alachua September 2022 Development Monitoring Report*
***City of Alachua Comprehensive Plan Potable Water Level of Service of 250 gallons/du/ day*

Evaluation: The proposed development would increase the maximum potential demand from the development of the subject property by 36,250 gallons per day. This analysis is based on the maximum development potential of 145 single-family residential dwellings that would be permitted by the proposed final plat. It is anticipated that the proposed amendment will not adversely affect the Level of Service ("LOS") for sanitary sewer facilities, and the impacts are therefore acceptable.

Recreational Impacts

Table 8a. Recreational Impacts

System Category	Acreage
Existing City of Alachua Recreation Acreage[1]	135.48
Acreage Required to Serve Existing Population[2]	53.78
Reserved Capacity[1]	6.68
Potential Demand Generated by Development[3]	1.81
Residual Recreational Capacity After Impacts	**73.21**

Sources:
1 *City of Alachua September 2022 Development Monitoring Report.*
2 *Bureau of Economic & Business Research, University of Florida, Estimates of Population (2021); Policy 1.2.b, Recreation Element ; Formula: 10,756 persons / (5 acres / 1,000 persons)*

Table 8b. Improved Passive Park Space Analysis

Minimum Improved Passive Park Space Required to Serve Existing Population & Reserved Capacity[1]	12.09 acres
Acreage Required to Serve Demand Generated by Development[2]	0.36 acres
Total Area Required to Serve Existing Population, Reserved Capacity, & Demand Generated by Development	12.45 acres
Existing Improved Passive Park Space[1]	34.82 acres
Improved, Passive Park Space Utilized by Existing Population, Reserved Capacity, & Demand Generated by Development[3]	**35.76 %**

1 *Source: City of Alachua September 2022 Development Monitoring Report.*
2 *Formula: Recreation Demand Generated by Development (1.81 acres) x 20%.*
3 *Formula: Total Improved Passive Park Space / (Acreage Required to Serve Existing Population + Reserved Capacity + Acreage Required to Serve Demand Generated by Development.)*

Evaluation: The proposed development would increase the maximum potential demand from the development of the subject property acres by 1.81 acres, and for passive park space by 0.36 acres. It is anticipated that the proposed amendment will not adversely affect the Level of Service ("LOS") of recreational facilities; therefore, the impacts are acceptable.

Solid Waste Impacts

Table 9. Solid Waste Impacts

System Category	Lbs Per Day	Tons Per Year
Existing Demand[1]	43,024.00	7,851.88
Reserved Capacity[2]	39,428.48	7,195.70
Projected Solid Waste Demand from Application[3]	1,450.00	264.63
New River Solid Waste Facility Capacity[4]	**50 years**	

Sources:
1 Bureau of Economic & Business Research, University of Florida, Estimates of Population (2021); Policy 2.1.a, CFNGAR Element City of Alachua September 2022 Development Monitoring Report Formula: 10,756 persons x 0.73 tons per year
2 Policy 2.1.a, CFNGAR Element (Formula: 2.5 persons per dwelling x 145 dwellings x 0.73 tons per year)
3 New River Solid Waste Facility, April 2022

Evaluation: The proposed development would increase the maximum potential demand from the development of the subject property by approximately 264.63 tons per year.. It is anticipated that the proposed amendment will not adversely affect the Level of Service ("LOS") of solid waste facilities; therefore, the impacts are acceptable.

Public School Impact

A School Capacity Review was submitted to The School Board of Alachua County (SBAC) in accordance with the City's Comprehensive Plan, specifically Policies 1.1.b, 1.1.c, 1.1.e, and 1.1.f of the Public School Facilities Element. According to the School Capacity Review report submitted to the City by the School Board of Alachua County on August 25, 2022 the students generated by the proposed development can be reasonably accommodated for the five, ten, and twenty year planning periods at the elementary, middle, and high school levels.

EXHIBIT "A"

TO BRIARWOOD PHASE 2 AND 3
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

September 20, 2022

Also sent by electronic mail to crouhier@aol.com

Craig Rouhier
Troon Development, LLC
405 Cinnamon Oak Court
Lake Mary, FL 32745

RE: Briarwood Phases 2 and 3 Construction Plans Approval

Dear Mr Rouhier:

The City of Alachua has reviewed the revised Construction Plans of Briarwood Phases 2 and 3, as submitted on and dated August 4, 2022, and has determined that the plans are in substantial conformance with the approved Preliminary Plat/Final PD Plan, Article 7, *Subdivision Standards*, of the City's Land Development Regulations (LDRs), and City construction standards. The Preliminary Plat for Briarwood was approved by the City Commission on November 4, 2019.

In accordance with Section 2.4.10(G)(4)(e) of the City's LDRs, the Construction Plans are hereby approved as of September 20, 2022.

Two approved sets of the Construction Plans will be provided to you. One approved set of the Construction Plans must be located on-site and available for inspection by City Staff while any construction-related activities associated with this Development Order are in occurrence. The second approved set of Construction Plans must serve as the project's as-built set and must be returned to the City upon completion of the project.

Section 2.4.10(G)(3)(h) of the City's LDRs establishes the period of validity for preliminary plats. The Preliminary Plat for the Briarwood subdivision is currently valid until **March 20, 2023,** which is 6 months from the date of approval of construction plans for a portion of the approved preliminary plat. In no case shall a preliminary plat be valid for a period of more than six (6) years from the original date of approval by the City Commission (Maximum Period of Validity of the Briarwood Preliminary Plat: November 4, 2025).

Should the Preliminary Plat for Briarwood expire, this approval of the Construction Plans for Phases 2 and 3 shall be null and void. In order to reinstate this approval, the applicant will be required to resubmit the Preliminary Plat and Construction Plans, supporting materials, fees, and re-obtain approval.

If you have any questions regarding this approval, please feel free to contact me at (386) 418-6100 x 1603.

Sincerely,

Adam Hall, AICP
Principal Planner

c: Mike DaRoza, City Manager (by electronic mail)
Kathy Winburn, AICP, Planning & Community Development Director (by electronic mail)
Rodolfo Valladares, P.E., Public Services Director (by electronic mail)
Justin Tabor, AICP, Principal Planner (by electronic mail)
Project File

City of Alachua

PUBLIC SCHOOL STUDENT GENERATION CALCULATION FORM

PROJECT # | **APPLICATION DATE** August 1, 2022

NAME & DESCRIPTION OF PROJECT Briarwood Phase 2 and Phase 3

PROJECT ADDRESS (Contact 911 Addressing @ 352.338.7361)

Tax Parcel Numbers 03044-010-003

Acreage 45.16

DEVELOPMENT DATA (check all that apply)

- [x] Single Family — Number of Units: 145
- [ ] Multi Family — Number of Units:
- [ ] Exempt (See exemptions on page 2)

Level of Review

- [ ] Pre-Application Conference
- [ ] Preliminary
- [x] Final
- [x] Revised
- [ ] Staff Administrative Review

A determination that there is adequate school capacity for a specific project will satisfy requirements for review for school concurrency for the periods of time consistent with the Interlocal Agreement and specified in local government land development regulations; an agreement by the School Board with the developer and local government is required to extend the period for approvals for phased projects beyond the generally applicable time period

EXPLANATION OF STUDENT GENERATION CALCULATION

Student Generation is calculated based on the type of residential development and the type of schools. The number of student stations (by school type - Elementary, Middle and High School) used for calculating the school concurrency impacts is equal to the number of dwelling units by housing type multiplied by the student generation multiplier (for housing type & school type) established by the School Board. Calculations are rounded to the nearest whole number. Student Generation for each school type is calculated individually to assess the impact on the **School Concurrency Service Area (SCSA)** for each school type (Elementary, Middle and High School).

SCHOOL CONCURRENCY SERVICE AREAS (SCSA) FOR PROJECT LOCATION

Based on the project location, please identify the corresponding School Concurrency Service Areas for each school type. Maps of the SCSAs may be viewed on the Alachua County Public Schools website.

SCHOOL CONCURRENCY SERVICE AREAS (SCSA)

Elementary Northwest Alachua | **Middle** Mebane | **High** Santa Fe

SINGLE FAMILY RESIDENTIAL DEVELOPMENT STUDENT GENERATION CALCULATIONS

ELEMENTARY	145	**units X 0.12 Elementary School Multiplier**	17	**Student Stations**
MIDDLE	145	**units X 0.06 Middle School Multiplier**	9	**Student Stations**
HIGH	145	**units X 0.09 High School Multiplier**	13	**Student Stations**

MULTI FAMILY RESIDENTIAL DEVELOPMENT STUDENT GENERATION CALCULATIONS

ELEMENTARY		**units X 0.06 Elementary School Multiplier**		**Student Stations**
MIDDLE		**units X 0.03 Middle School Multiplier**		**Student Stations**
HIGH		**units X 0.03 High School Multiplier**		**Student Stations**

Source: School Board of Alachua County 2015 Student Generation Multiplier Analysis

EXEMPT DEVELOPMENTS (click all that apply)

☐ *Existing legal lots eligible for a building permit*

☐ *Development that includes residential uses that has received final development plan approval prior to the effective date for public school concurrency, or has received development plan approval prior to June 24, 2008, provided the development approval has not expired*

☐ *Amendments to final development orders for residential development approved prior to the effective date for public school concurrency, and which do not increase the number of students generated by the development*

☐ *Age-restricted developments that prohibit permanent occupancy by persons of school age, provided this condition is satisfied in accordance with the standards of the Public School Facilities Element or the ILA*

☐ *Group quarters that do not generate public school students, as described in the ILA*

AUTHORIZED AGENT

Name: Tivia Bryan / Allen and Company
Mailing Address: 16 E. Plant St
Winter Garden, FL 34787
Phone: 407-654-5355
Email: tbryan@allen-company.com

PROPERTY OWNER

Name: Golden Pond Farms, Inc
Mailing Address: PO Box 357133
Gainesville, FL 32635
Phone:
Email

CERTIFICATION

PROJECT NAME : Briarwood Ph 2/3 **PROJECT #:**

This application for a determination of the adequacy of public schools to accommodate the public school students generated by the subject development has been reviewed for compliance with the school concurrency management program and in accordance with the ILA. The following determinations have been made:

☑ **Approved** based upon the following findings (see 2021-2022 Capacity Tables)

Elementary SCSA Northwest Alachua — Capacity Required 17

- ☑ Capacity Available — Available Capacity 394
- ☐ Capacity Available in 3 yrs — Available Capacity
- ☐ Capacity Available in Adjacent SCSA — Available Capacity

Middle SCSA Mebane — Capacity Required 9

- ☑ Capacity Available — Available Capacity 457
- ☐ Capacity Available in 3 yrs — Available Capacity
- ☐ Capacity Available in Adjacent SCSA — Available Capacity

High SCSA Santa Fe — 13

- ☑ Capacity Available — Available Capacity 220
- ☐ Capacity Available in 3 yrs — Available Capacity
- ☐ Capacity Available in Adjacent SCSA — Available Capacity

☐ **Denial** for reasons stated

Approved by

School Board Staff Certification

Suzanne M. Wynn
Community Planning Director
Alachua County Public Schools
352.955.7400 x 1445

Date: 08.25.2022

City of Alachua Staff

A complete application for the development project was accepted on

Date: July 11, 2022

Signed:

Printed Name: Adam Hall

SUBDIVIDERS AGREEMENT FOR BRIARWOOD PHASE 2 AND PHASE 3

This SUBDIVIDERS AGREEMENT for Briarwood Phase 2 and Phase 3 (the "Agreement") is made this _____ day of _____, 2022.

BETWEEN

DEVELOPER: Troon Creek, LLC,
a Florida Limited Liability Company ("Developer")
Whose address is:
643 Egret Place Drive
Winter Garden, FL 34787

AND

CITY: CITY OF ALACHUA, a municipality in Alachua County, FL ("City")

RECITALS:

WHEREAS, the DEVELOPER is developing a residential subdivision in the City known as Briarwood Phase 2 and Phase 3 (the "Project"), legally described in attached Exhibit "A" (the "Property" or "Land") and further described in the Plat for Briarwood Phase 2 and Phase 3 as set forth in Plat Book _____ page _____ of the Public Records of Alachua County (the "Plat"), a copy of which is attached hereto as Exhibit "B";

WHEREAS, the Property or Land which is described in the Plat for the Project is owned by Troon Creek, LLC, a Florida Limited Liability Company, whose mailing address is: 405 Cinnamon Oak Court, Lake Mary, FL 32746;

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 and waives 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 information and recitals are true and correct and are incorporated as material terms of 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 public and private improvements [including, but not limited to, roadways, streetlights, water facilities, wastewater facilities, electric system facilities, right of ways, easements, stormwater conveyance systems, and drainage facilities as reflected on the Plat which will be recorded for the Project (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. Developer agrees to proceed with the construction of the Improvements for the Project, with the exception of the sidewalks depicted on the Construction Plans which sidewalks abut or are immediately adjacent to a residential house lots depicted on the Plat (herein referred as "House Sidewalk" or "House Sidewalks" which are further addressed in paragraph 15 below), in a diligent manner, and Developer shall complete these Improvements on or before September 28, 2023. Developer will be accessing the Project through the Briarwood Phase 1 Subdivision. Developer shall be responsible for any damages caused in or to the Briarwood Phase 1 Subdivision by any of the construction vehicles or equipment utilized on or in conjunction with the construction in the Project. In the event the City's Public Services Director, in his sole discretion, determines such damages have been sustained, he shall provide the Developer written notice of the damages with a time frame in which the Developer shall cure the damages. The failure of the Developer to timely cure the damages shall be a default under this Agreement and the City shall be able to make a claim for payment for the correction of damages under the Common Law Performance Bond referenced in paragraph 9 below.

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, including, but not limited to, the Plans and 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 Developer shall convey all of the required public Improvements to the City, however, the parties agree that the public Improvements shall not be accepted by the City until the public Improvements have been completed, approved by the City, a one-year warranty period as described below has concluded, and the City Commission of the City of Alachua (the "Commission") officially accepts the Improvements. Acceptance of the House Sidewalks shall be as set forth in paragraph 15 below.

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 applicable regulations, ordinances, laws, rules and the terms of this Agreement.

8. **Recording:** The Plat for the Project shall be recorded by the Developer in the Public Records of Alachua County, Florida, immediately after its approval by the Commission. The Developer shall record the Plat 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 within five (5) business days of receiving the certified copy of the recorded Plat. The Developer shall pay all costs associated with the recording of this Agreement.

9. **Surety Devices:** With the exception of the construction of the House Sidewalks, and 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. Upon 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 ("Bond") in a form acceptable to the City in the amount of $5,703,808.01 (120% of the $4,753,173.34 estimated construction costs as set forth in the Certification in attached Exhibit "D") as the surety instrument and guarantee of the satisfactory construction of all of the Improvements required for the Project in accordance with this Agreement. This Bond shall remain in full force and effect unit the terms of this Agreement have been fulfilled.
    b. Upon Developer's timely and satisfactory completion of the Improvements and the City's approval (but not acceptance) of these Improvements, and the Developer providing an acceptable maintenance surety instrument to the City in the amount of 10 percent of the certified value of the complete Improvements (approximately

$475,371.33 as set forth in the Certification in attached Exhibit "D"), the City will return the original $5,703,808.01 Common Law Performance Bond to the Developer, less any reductions requested by the City for the completion of 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, including surety instruments, the Developer may commence construction of the Improvements. Construction shall be completed on or before September 28, 2023 (with the exception of House Sidewalks – see paragraph 15 below). 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. If necessary, a thin asphalt coat shall be added to any areas of the streets in order to provide a smooth graded finish, in particular, around curbs.

    The Project's Engineer of Record or the Professional Engineer performing CIS shall submit the inspection reports to the City. 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 within three (3) business days of each inspection. 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 Surety Bond for the amount needed 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 CIS conduct a final inspection and compile a final punch list. Upon the Project's Engineer of Record or the Professional Engineer performing the CIS 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 CIS 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 CIS shall submit a certified cost of construction for the completed Improvements. The Developer shall then provide a Common Law Performance Bond in the amount of 10% of the certified cost of construction as the one-year maintenance surety to the City as set forth in Paragraphs 9.b. above.

11. **No Final Inspections or Occupancy**: In the event the Developer conveys any interest, legal or equitable, to any property in the Project, notice hereby given to the Developer that the City shall not conduct a final inspection on any house nor will the City provide permanent City utility services to any house in the Project until the Improvements required in this Agreement have been completed and approved in accordance with this Agreement. The Developer is responsible for the repair of any Improvements damaged as a result of the construction of any single-family homes. 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 of the Improvements 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 thirty (30) days of written notice. In the event the Project's Engineer of Record determines that a requested repair will take more than thirty days 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 automatically extended until the completion of all requested repairs. If the Developer does not complete the repairs within thirty days 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 public Improvements shall in no case bind the City to accept the public Improvements for public maintenance or operation until the Public Services

Director has approved that 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 regulations and the Commission has accepted the public Improvements. Within 60 days of the Public Services Director's approval, the Commission will formally accept maintenance of the public Improvements and release the Maintenance Common Law Performance Bond. The maintenance of the stormwater management system shall be the responsibility of the Developer and its successors.

14. **Maintenance of Landscape Improvements within City Rights-of-Way:** The Developer agrees to construct, install and maintain all landscape improvements located within the right-of-way as shown in the approved Construction Plans for the Project at its sole cost and expense. Should the developer or successor fail to install or maintain the landscape improvements in accordance with the approved Construction Plans, the City may provide written notice to the Developer or its successor, specifying the nature of the deficiency. Within 30 days following receipt of such notice, the Developer or successor homeowner's association shall cause the appropriate repairs or cure to be effected. In the event damage or failure to maintain results in a situation where public safety is at risk, the City may, in its sole discretion, effect repairs to the Improvements without the need of prior notice to the Developer or its successor. The City will promptly bill the Developer, its successors or assigns. If the bill is not paid within 30 days, it shall be a default hereunder and the City shall have the right, but not the obligation, to make a claim under the Bond.

15. **Construction, Installation, and Surety Devices for House Sidewalks:** The Construction, deadlines and surety devices for the House Sidewalks shall be as follows:

    a. Construction Deadline: The developer shall complete the construction and installation of the House Sidewalks in accordance with the Plans and attached Exhibit E. The construction of all of the House Sidewalks shall be completed on or before September 28, 2028. If Developer has not completed all of the House Sidewalks by September 28, 2028, the City shall have the right, but not the obligation, to make a demand on the House Sidewalks Common Law Performance Bond describing in paragraph b. below, for completing as many of the remaining sidewalks as possible with this money. The City shall not, however, have any obligation to expend any money other than the proceeds from the House Sidewalk Common Law Performance Bond to construct sidewalks in the Project.
    b. 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 shall provide the City with a Common Law Performance Bond, in a form acceptable to the City, as the surety instrument to guarantee the satisfactory completion of the House Sidewalks as required in this Agreement. The amount of the House Sidewalk Common Law Performance Bond shall be $245,875.08 ($204,895.90 x 120% of the certified estimated cost of completion in attached Exhibit E). Upon the satisfactory completion and inspection of the House Sidewalks, but not the acceptance, the Developer shall provide the

City with a Maintenance House Sidewalk Common Law Performance Bond in the amount of $20,489.59 ($204,895.90 x 10%) for the one-year maintenance period. The City will then release and return the House Sidewalk Common Law Performance Bond.

c. Final Approval and Acceptance: Within one year of the completion of all of the House Sidewalks, the City's Public Services Department will do a final inspection and notify the Developer in writing of any deficiencies, 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 have the work done and make a demand on the House Sidewalks Maintenance Common Law Performance Bond to pay for the remedial work. Once the remedial work is complete, the House Sidewalks will be submitted to the Commission for acceptance. After the Commission's acceptance of the House Sidewalks, the House Sidewalks Maintenance Common Law Performance Bond will be released and returned to the Developer.

d. 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 House Sidewalks undertaken by the Developer until the Commission has officially accepted the House Sidewalks.

16. **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.

17. **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".

18. **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.

19. **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.

20. **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.

21. **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.

22. **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 25 below.

23. **Agreement Runs with Land:** This Agreement shall be recorded in the Public Records of Alachua County, Florida and shall run with the Land.

24. **Default by Developer:** Should Developer fail to complete the Improvements in accordance with this Agreement, the City shall be entitled to make immediate demand on any Common Law Performance Bond provided by Developer hereunder, and also be entitled to 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.

25. **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/Owners: *Via USPS or* *Hand Delivery:*	Troon Creek, LLC 643 Egret Place Dr. Winter Garden, FL 34787

26. **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.

27. **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.

28. **Not Assignable Without Approval:** This Agreement shall not be assignable by the Developer without the written approval of the Commission.

29. **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.

30. **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.

31. **Amendment:** This Agreement may only be amended by mutual written agreement by the City and the Developer with prior approval of the Commission.

32. **Legal Advice:** The Developer and the City have each had the advice of their respective attorneys before entering into this Agreement, including all exhibits hereto.

33. **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.

34. **Captions and Headings:** Paragraph headings are for convenience only and shall not be used to construe or interpret this Agreement.

35. **Time of Essence:** Time is of the essence in complying with each and every term and condition of this Agreement.

36. **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.

37. **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.

38. **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.

39. **No Future Representations**: The City's approval of this Subdividers Agreement for Briarwood Phase 2 and Phase 3 does not in any way imply, represent, require or guarantee that the City will approve the application for any other phase of the development of Briarwood.

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:_____
William M. DaRoza, City Manager/Clerk Gib Coerper, Mayor

Approved as to form:

_____
Marian B. Rush, City Attorney

STATE OF FLORIDA
COUNTY OF ALACHUA

THE FOREGOING SUBDIVIDERS AGREEMENT FOR BRIARWOOD PHASE 2 AND PHASE 3 was acknowledged before me this _____ day of _____ 2022, 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]

[Signatures Continue on next page]

Witnesses:

(sign)_____

(print)_____

DEVELOPERS/OWNERS

Troon Creek, LLC,
a Florida Limited Liability Company
By:

_____
Craig J. Rouhier, Jr., Manager

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING SUBDIVIDERS AGREEMENT FOR BRIARWOOD PHASE 2 AND PHASE 3 was acknowledged before me this _____ day of _____2022, 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]

Exhibit A – Legal Description to
Briarwood Phase 2 and Phase 3
Subdividers Agreement

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN A PORTION OF SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING AT THE NORTHWEST CORNER OF BRIARWOOD PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN PLAT BOOK 37, PAGES 33 THROUGH 37, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE ALONG THE WESTERLY AND SOUTHERLY LINES OF SAID BRIARWOOD PHASE 1 RUN THE FOLLOWING COURSES: SOUTH 01°26'18" EAST, FOR A DISTANCE OF 165.40 FEET; THENCE RUN SOUTH 02°46'59" EAST, FOR A DISTANCE OF 50.01 FEET; THENCE RUN SOUTH 01°26'18" EAST, FOR A DISTANCE OF 116.00 FEET; THENCE RUN SOUTH 88°33'42" WEST, FOR A DISTANCE OF 46.00 FEET; THENCE RUN SOUTH 01°26'42" EAST, FOR A DISTANCE OF 109.58 FEET; THENCE RUN SOUTH 88°32'42" WEST, FOR A DISTANCE OF 19.01 FEET; THENCE RUN SOUTH 01°27'18" EAST, FOR A DISTANCE OF 166.00 FEET; THENCE RUN NORTH 88°32'42" EAST, FOR A DISTANCE OF 114.95 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 90°01'00", A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 31.42 FEET, A CHORD BEARING OF SOUTH 46°26'48" EAST AND A CHORD DISTANCE OF 28.29 FEET TO A NON-TANGENT POINT; THENCE RUN NORTH 88°31'21" EAST, FOR A DISTANCE OF 50.00 FEET TO A NON TANGENT CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY ALONG SAID NON TANGENT CURVE HAVING A CENTRAL ANGLE OF 89°58'23", A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 31.41 FEET, A CHORD BEARING OF NORTH 43°32'53" EAST AND A CHORD DISTANCE OF 28.28 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 88°32'05" EAST, FOR A DISTANCE OF 117.41 FEET; THENCE RUN SOUTH 01°06'53" EAST, FOR A DISTANCE OF 232.62 FEET TO THE SOUTHWEST CORNER OF SAID BRIARWOOD PHASE 1; THENCE RUN NORTH 89°27'00" EAST ALONG THE SOUTHERLY LINE OF SAID BRIARWOOD PHASE 1, FOR A DISTANCE OF 137.44 FEET TO A POINT ON THE WEST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4299, PAGE 972 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 00°33'00" EAST ALONG SAID WEST LINE, FOR A DISTANCE OF 169.89 FEET TO A POINT ON THE NORTHERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2293, PAGE 2144 OF SAID PUBLIC RECORDS; THENCE SOUTH 88°31'58" WEST ALONG SAID NORTHERLY LINE, FOR A DISTANCE OF 94.92 FEET TO THE WESTERLY LINE OF SAID LANDS; THENCE RUN SOUTH 00°24'36" EAST ALONG SAID WESTERLY LINE, FOR A DISTANCE OF 322.91 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LANDS; THENCE RUN SOUTH 88°32'42" WEST ALONG SAID NORTHERLY LINE, FOR A DISTANCE OF 1577.01 FEET TO THE WEST LINE OF THE EAST HALF OF SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST; THENCE RUN NORTH 04°19'49" WEST ALONG SAID WEST LINE, FOR A DISTANCE OF 1336.55 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST; THENCE RUN NORTH 88°33'42" EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, FOR A DISTANCE OF 1353.11 FEET TO THE POINT OF BEGINNING,

THE ABOVE DESCRIBED LAND CONTAINS 45.16 ACRES, MORE OR LESS.

Exhibit B – Plat (not recorded to Briarwood Phase 2 and Phase 3 Subdividers Agreement

TO BE REPLACED W/ RECORDED PLAT

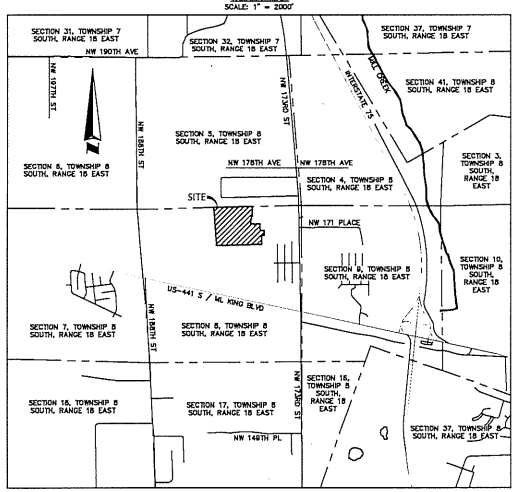
BRIARWOOD PHASES 2 AND 3

A PORTION OF LAND LYING IN SECTION 8,
TOWNSHIP 8 SOUTH, RANGE 18 EAST,
CITY OF ALACHUA,
ALACHUA COUNTY, FLORIDA

SHEET 1 OF 6

PLAT BOOK_____ PAGE_____

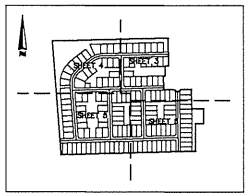
VICINITY MAP
SCALE: 1" = 2000'



LEGEND:

P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.I.	POINT OF INTERSECTION
N.T.	NON-TANGENT
P.B.	PLAT BOOK
PG.	PAGE(S)
LB	LICENSED BUSINESS
O.R.B.	OFFICIAL RECORDS BOOK
R	RADIUS
L	ARC LENGTH
Δ	DELTA ANGLE
CH	CHORD DISTANCE
CB	CHORD BEARING
℄	CENTERLINE
7,500	SQUARE FOOTAGE OF LOT
■	A SET 4" X 4" CONCRETE MONUMENT P.R.M. LB #6723
●	A SET 1/2" IRON ROD AND/OR NAIL & DISK LB #6723 PERMANENT CONTROL POINT (P.C.P.)
	CHANGE IN DIRECTION ALONG RIGHT-OF-WAY LINES

KEY MAP
NOT TO SCALE



SHEET INDEX
SHEET 1 – DEDICATION AND ACKNOWLEDGMENTS
SHEET 2 – LEGAL DESCRIPTION AND BOUNDARY DETAIL
SHEETS 3, 4, 5, AND 6 – LOT DIMENSIONS

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN A PORTION OF SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING AT THE NORTHWEST CORNER OF BRIARWOOD PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN PLAT BOOK 37, PAGES 33 THROUGH 37, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE ALONG THE WESTERLY AND SOUTHERLY LINES OF SAID BRIARWOOD PHASE 1 RUN THE FOLLOWING COURSES: SOUTH 01°28'18" EAST, FOR A DISTANCE OF 183.40 FEET; THENCE RUN SOUTH 02°48'39" EAST, FOR A DISTANCE OF 30.01 FEET; THENCE RUN SOUTH 01°28'18" EAST, FOR A DISTANCE OF 118.00 FEET; THENCE RUN SOUTH 88°33'42" WEST, FOR A DISTANCE OF 46.00 FEET; THENCE RUN SOUTH 01°28'42" EAST, FOR A DISTANCE OF 109.28 FEET; THENCE RUN SOUTH 88°32'42" WEST, FOR A DISTANCE OF 19.01 FEET; THENCE RUN SOUTH 01°27'18" EAST, FOR A DISTANCE OF 188.00 FEET; THENCE RUN NORTH 88°32'42" EAST, FOR A DISTANCE OF 114.95 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 90°01'00", A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 31.42 FEET, A CHORD BEARING OF SOUTH 49°28'48" EAST AND A CHORD DISTANCE OF 28.29 FEET TO A NON-TANGENT POINT; THENCE RUN NORTH 88°31'31" EAST, FOR A DISTANCE OF 50.00 FEET TO A NON TANGENT CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY ALONG SAID NON TANGENT CURVE HAVING A CENTRAL ANGLE OF 89°58'23", A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 31.41 FEET, A CHORD BEARING OF NORTH 43°32'53" EAST AND A CHORD DISTANCE OF 28.28 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 88°32'05" EAST, FOR A DISTANCE OF 117.41 FEET; THENCE RUN SOUTH 01°06'53" EAST, FOR A DISTANCE OF 232.82 FEET TO THE SOUTHWEST CORNER OF SAID BRIARWOOD PHASE 1; THENCE RUN NORTH 89°27'00" EAST ALONG THE SOUTHERLY LINE OF SAID BRIARWOOD PHASE 1, FOR A DISTANCE OF 137.44 FEET TO A POINT ON THE WEST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4299, PAGE 972 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 00°33'06" EAST ALONG SAID WEST LINE, FOR A DISTANCE OF 189.89 FEET TO A POINT ON THE NORTHERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2293, PAGE 2144 OF SAID PUBLIC RECORDS; THENCE SOUTH 88°31'58" WEST ALONG SAID NORTHERLY LINE, FOR A DISTANCE OF 94.92 FEET TO THE WESTERLY LINE OF SAID LANDS; THENCE RUN SOUTH 00°24'36" EAST ALONG SAID WESTERLY LINE, FOR A DISTANCE OF 322.91 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LANDS; THENCE RUN SOUTH 88°32'42" WEST ALONG SAID NORTHERLY LINE, FOR A DISTANCE OF 1577.01 FEET TO THE WEST LINE OF THE EAST HALF OF SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST; THENCE RUN NORTH 04°19'48" WEST ALONG SAID WEST LINE, FOR A DISTANCE OF 1338.55 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST; THENCE RUN NORTH 88°33'42" EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, FOR A DISTANCE OF 1353.11 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LAND CONTAINS 45.18 ACRES, MORE OR LESS.

SURVEYORS NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST, BEING A BEARING OF NORTH 88°33'42" EAST, FOR ANGULAR DESIGNATION ONLY.
2. ALL LOT LINES INTERSECTING CURVES ARE RADIAL, UNLESS OTHERWISE NOTED NON-RADIAL (N.R.)
3. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION AND DATA 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. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION. THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO ANY PUBLIC OR PRIVATE UTILITY SERVICE PROVIDER, INCLUDING, BUT NOT LIMITED TO A COMMUNITY DEVELOPMENT DISTRICT, THAT IS EXTENDING UTILITY SERVICES, INCLUDING, BUT NOT LIMITED TO, ELECTRICITY, GAS, TELEPHONE AND CABLE, POTABLE AND RECLAIMED WATER, AND SANITARY SEWER TO, OR FOR THE BENEFIT OF THE LANDS SHOWN HEREON.
4. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLAN COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD 83), WITH 2011 ADJUSTMENT AS DERIVED FROM A FLORIDA DEPARTMENT OF TRANSPORTATION VIRTUAL REFERENCE STATION WORK AND REFERENCED TO THE NORTH LINE OF SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA.
5. A 5/8 INCH DIAMETER IRON ROD WITH CAP NO. LB 6723 WILL BE SET AT EACH LOT CORNER AS REQUIRED BY CHAPTER 177, FLORIDA STATUTES WITHIN THE CURRENT ALLOTTED IN SUBSECTION 177.091(9), FLORIDA STATUTES.
6. CURRENT ZONING IS RSF-4 (RESIDENTIAL SINGLE FAMILY).
7. THERE IS 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 EASEMENT FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND OPERATION OF UTILITY LINES, MAINS, PIPES, CONDUITS AND OTHER FACILITIES SOLELY AND EXCLUSIVE FOR (A) ANY CABLE SYSTEM OR 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.
8. THIS PLAT CONTAINS 145 LOTS, 10 TRACTS AND 1.15 MILES OF ROAD.
9. STREET STUBS AT THE AT THE WESTERN TERMINUS OF 120TH PLACE AND THE SOUTHERN TERMINUS OF NW 157TH WAY SHALL BE CONVERTED TO A TRAFFIC CIRCLE, SPEED TABLE, OR OTHER TRAFFIC CALMING DEVICE UPON EXTENSION OF THE STREET TO ADJACENT LANDS.
10. ALL DISTANCES SHOWN HEREON ARE GROUND.
11. BUILDING SETBACKS FOR ALL LOTS ARE AS FOLLOWS: (UNLESS OTHERWISE SHOWN)
    FRONT = 20'
    REAR = 15'
    REAR (ACCESSORY) = 10'
    STREET SIDE = 12.50' (2.5 OVERHANG + 10' P.U.E)
    SIDE = 7.5'
12. THE ERROR OF CLOSURE FOR THE BOUNDARY OF THIS PLAT DOES NOT EXCEED 1:10,000'
13. THIS PLAT IS 8 SHEETS IN TOTAL, AND ONE IS NOT COMPLETE WITHOUT THE OTHER. FOR DEDICATION AND ACKNOWLEDGMENTS SEE SHEET 1, FOR LEGAL DESCRIPTION AND BOUNDARY DETAIL SEE SHEET 2 AND FOR LOT DIMENSIONS SEE SHEET 3, 4, 5 AND 6.
14. TRACTS A2, B3, F2, G, H1, I1, J1, K, AND L SHOWN ON THIS PLAT ARE DRAINAGE, UTILITIES, ACCESS AND OPEN SPACE/STORMWATER 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 COLLECTIONS FACILITIES SYSTEM, RE-USE WATER DISTRIBUTION SYSTEM, SIDEWALKS, PATHS AND PASSAGEWAYS FOR LOW-SPEED VEHICLES, GOLF CARTS, GOLF CARTS, MOTORIZED DISABILITY ACCESS VEHICLES, UTILITY VEHICLES AND LANDSCAPE AND GOLF COURSE MAINTENANCE EQUIPMENT, AND FOR SUCH OTHER USES OR PURPOSES AS MAY BE AUTHORIZED IN WRITING BY THE DEVELOPER OR ITS DESIGNATED SUCCESSORS AND ASSIGNS.
15. WATER AND SEWER SERVICE ARE BEING PROVIDED BY THE CITY OF ALACHUA.
16. THE LIFT STATION TRACT SERVING BRIARWOOD PHASES 2 AND 3 IS RECORDED BY SPECIAL WARRANTY DEED IN OFFICIAL RECORDS BOOK 4830, PAGE 1485 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.
17. THE EXISTING LIFT STATION TRACT AND PROPOSED AREA TO BE DEEDED ARE NOT A PART OF THE PLAT.

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

NOTE:
THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

MORTGAGE'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: _____ MORTGAGEE: LONG CREEK INVESTMENTS, LLC

WITNESS: _____ BY: _____

WITNESS: _____ TITLE: _____

ACKNOWLEDGEMENT AND ACCEPTANCE OF HOA

THE BRIARWOOD HOMEOWNERS ASSOCIATION OF ALACHUA, INC, HEREBY ACKNOWLEDGES AND ACCEPTS THE MAINTENANCE AND OTHER RESPONSIBILITIES CONTEMPLATED, DESCRIBED AND SHOWN ON THIS PLAT OF BRIARWOOD PHASES 2 AND 3 AND AS FURTHER SET FORTH IN OFFICIAL RECORDS BOOK 4830, PAGE 1495 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

DATE: _____ SIGNATURE: _____

WITNESS: _____ BY: _____

WITNESS: _____ TITLE: _____

MORTGAGE'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: _____ MORTGAGEE: GOLDEN POND FARMS, INC.

WITNESS: _____ BY: _____

WITNESS: _____ TITLE: _____

LB #6723

ALLEN & COMPANY

SURVEYING • MAPPING
GEOSPATIAL SERVICES
www.allen-company.com
16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654-5355

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.

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.

BRIARWOOD PHASES 2 AND 3
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 PHASES 2 AND 3", BEING IN THE CITY OF ALACHUA, A MUNICIPALITY IN 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 DRAINAGE AND PUBLIC UTILITY EASEMENTS AS SHOWN AND IDENTIFIED ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC AND THE CITY OF ALACHUA, FOR THE PUBLIC PURPOSES DESCRIBED AND REFLECTED ON THIS PLAT.

TRACT RW-1 IS HEREBY DEDICATED PUBLICLY FOR RIGHTS-OF-WAY TO BE CONVEYED IN FEE SIMPLE AND MAINTAINED BY "CITY OF ALACHUA, A MUNICIPALITY IN ALACHUA COUNTY, FLORIDA."

ALL STREETS AND RIGHTS OF WAY IDENTIFIED AS TRACT RW-1 ARE ACCEPTED AND TO BE MAINTAINED BY THE CITY OF ALACHUA. TRACTS "A2, B3, F2, G, H1, I1, J1, K, AND L" ARE TO BE CONVEYED IN FEE SIMPLE BY DEED, SUBJECT TO THE NON-EXCLUSIVE STORMWATER DRAINAGE AND PUBLIC UTILITY EASEMENTS TH THE CITY OF ALACHUA SHOWN ON AND IDENTIFIED ON THIS PLAT AND FURTHER BE MAINTAINED AS LANDSCAPE, RECREATION, INGRESS, EGRESS, MAINTENANCE, DRAINAGE, AND UTILITY EASEMENTS BY THE "BRIARWOOD HOMEOWNERS ASSOCIATION OF ALACHUA, INC" ESTABLISHED FOR THIS COMMUNITY.

WITNESS: _____
WITNESS SIGNATURE

PRINTED NAME

WITNESS: _____
WITNESS SIGNATURE

PRINTED NAME

DEVELOPER AND OWNER:

TROON CREEK, LLC., A FLORIDA LIMITED LIABILITY COMPANY

BY: _____

CRAIG J. ROUHIER, MANAGER
DEVELOPER'S ADDRESS:
643 EGRET PLACE DRIVE
WINTER GARDEN, FL 34787

ACKNOWLEDGMENT
STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING OWNER'S CERTIFICATION AND DEDICATION WAS ACKNOWLEDGED BY MEANS OF ( ) PHYSICAL PRESENCE OR ( ) ONLINE NOTARIZATION, THIS _____ DAY OF _____ 2022 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 PRINTED NAME

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

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

MAYOR

ATTEST:

CITY MANAGER FILED FOR RECORD ON

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 THIS PLAT COMPLIES WITH STANDARDS OF PRACTICE REQUIREMENTS OF SAID PART 1 PLATTING CHAPTER. HOWEVER MY REVIEW AND CERTIFICATION DOES NOT INCLUDE COMPUTING OR FIELD VERIFICATION OF ANY POINTS OR MEASUREMENTS.

SIGNATURE: _____

PRINTED NAME: _____

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

RECEIVED AND FILED

RECEIVED AND FILED FOR RECORD ON THIS ____, DAY OF _____, A.D. 2022

CLERK OF COURT

BY: _____ DATE: _____

SURVEYOR'S CERTIFICATE

I DO HEREBY CERTIFY THAT THIS PLAT ENTITLED "BRIARWOOD PHASES 2 AND 3" IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY MADE OF THE DESCRIBED LANDS, UNDER THE 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 STATUTES.

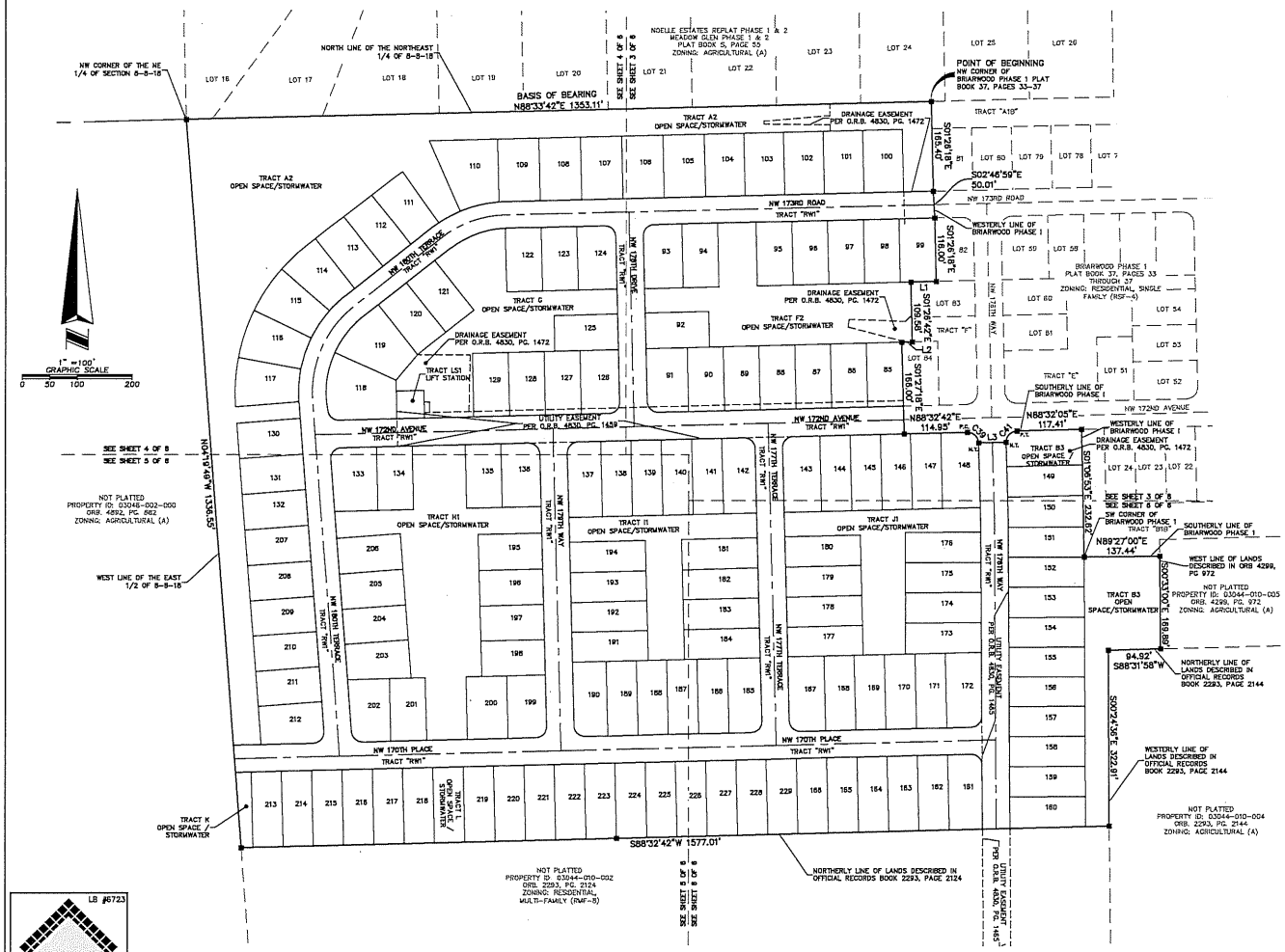
SIGNATURE_____ DATE: _____
JAMES L. RICKMAN (LICENSE NO. 5833)
ALLEN AND COMPANY
16 E. PLANT ST.
WINTER GARDEN, FL 34787

PLAT BOOK_____ PAGE_____

SHEET 2 OF 6

BRIARWOOD PHASES 2 AND 3

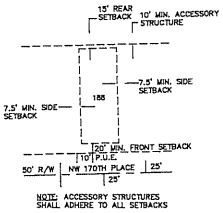
A PORTION OF LAND LYING IN SECTION 8,
TOWNSHIP 8 SOUTH, RANGE 18 EAST,
CITY OF ALACHUA,
ALACHUA COUNTY, FLORIDA



LINE TABLE		
LINE	BEARING	LENGTH
L1	S88°33'42"W	46.00'
L2	S88°32'42"W	19.01'
L3	N88°31'21"E	50.00'

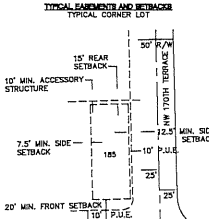
CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C39	20.00'	S46°28'48"E	28.29'	90°01'00"	31.42'
C41	20.00'	N43°32'53"E	28.28'	89°58'23"	31.41'

TYPICAL EASEMENTS AND SETBACKS



NOTE: ACCESSORY STRUCTURES SHALL ADHERE TO ALL SETBACKS

TYPICAL EASEMENTS AND SETBACKS
TYPICAL CORNER LOT

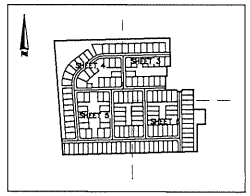


NOTE: ACCESSORY STRUCTURES SHALL ADHERE TO ALL SETBACKS

LEGEND:

P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.I.	POINT OF INTERSECTION
N.T.	NON-TANGENT
P.B.	PLAT BOOK
PG.	PAGE(S)
LB	LICENSED BUSINESS
O.R.B.	OFFICIAL RECORDS BOOK
R	RADIUS
L	ARC LENGTH
Δ	DELTA ANGLE
CH	CHORD DISTANCE
CB	CHORD BEARING
℄	CENTERLINE
(7,500)	SQUARE FOOTAGE OF LOT
■	A SET 4" X 4" CONCRETE MONUMENT P.R.M. LB #6723
●	A SET 1/2" IRON ROD AND/OR NAIL & DISK LB #6723 PERMANENT CONTROL POINT (P.C.P.)
	CHANGE IN DIRECTION ALONG RIGHT-OF-WAY LINES

KEY MAP
NOT TO SCALE



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www.allen-company.com
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(407) 654-5355

SHEET INDEX
SHEET 1 – DEDICATION AND ACKNOWLEDGMENTS
SHEET 2 – LEGAL DESCRIPTION AND BOUNDARY DETAIL
SHEETS 3, 4, 5, AND 6 – LOT DIMENSIONS

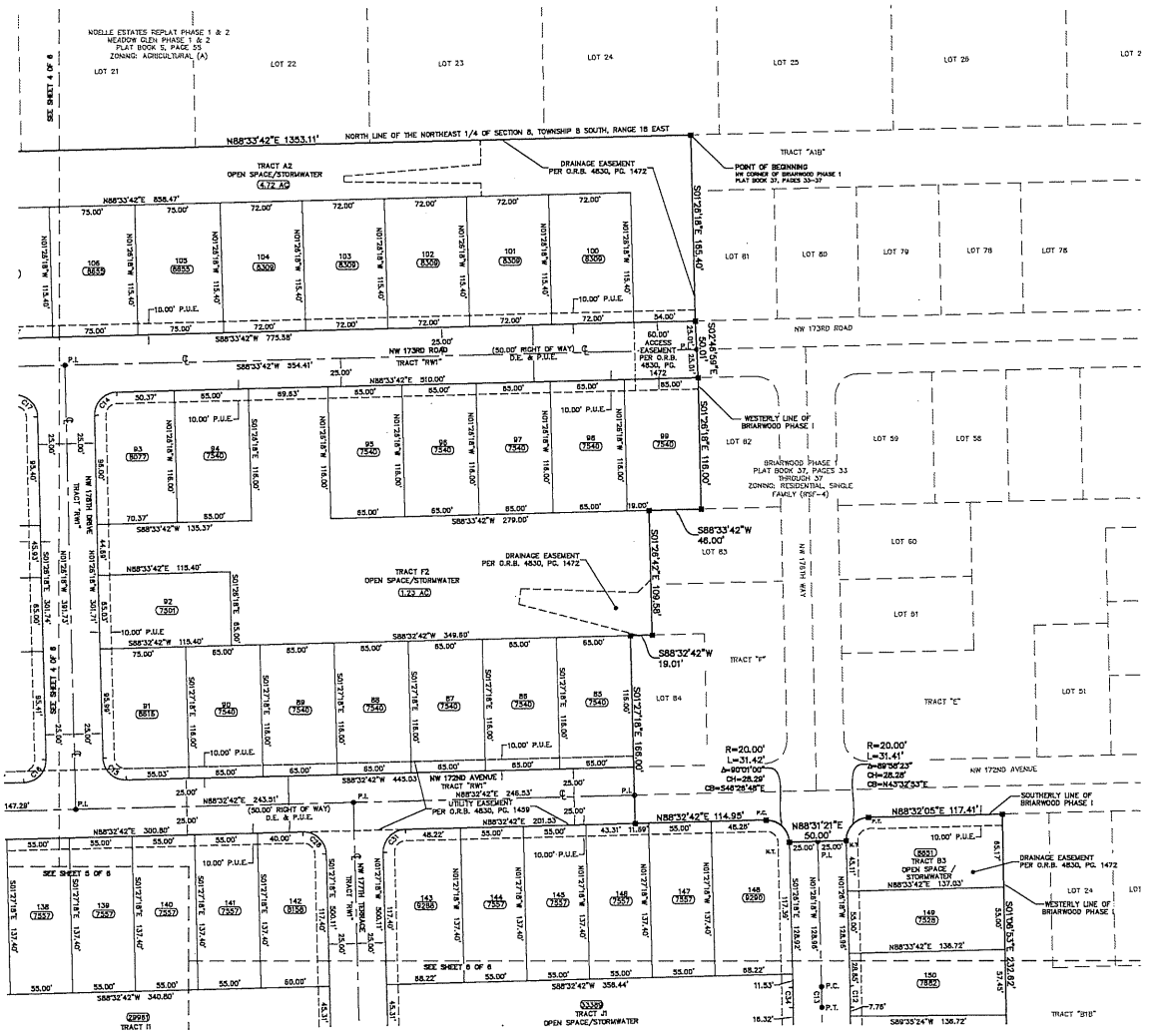
NOTE:
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PLAT BOOK_____ PAGE_____

SHEET 3 OF 6

BRIARWOOD PHASES 2 AND 3

A PORTION OF LAND LYING IN SECTION 8,
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ALACHUA COUNTY, FLORIDA



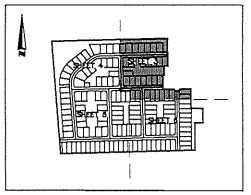
1" = 50'
GRAPHIC SCALE
0 25 50 100

CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C12	1025.00'	S00°55'27"E	18.40'	1°01'42"	18.40'
C13	1000.00'	N00°55'27"W	17.95'	1°01'42"	17.95'
C14	20.00'	S43°33'42"W	28.28'	90°00'00"	31.42'
C15	20.00'	S46°28'48"E	28.29'	90°01'00"	31.42'
C16	20.00'	N43°33'12"E	28.28'	89°59'00"	31.41'
C17	20.00'	N46°28'18"W	28.28'	90°00'00"	31.42'
C28	20.00'	N46°27'18"W	28.28'	90°00'00"	31.42'
C31	20.00'	S43°32'42"W	28.28'	90°00'00"	31.42'
C34	975.00'	N00°55'27"W	17.50'	1°01'42"	17.50'

LEGEND:

P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.I.	POINT OF INTERSECTION
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BUILDING SETBACKS:
SEE TYPICAL EASEMENT AND SETBACKS ON SHEET 2

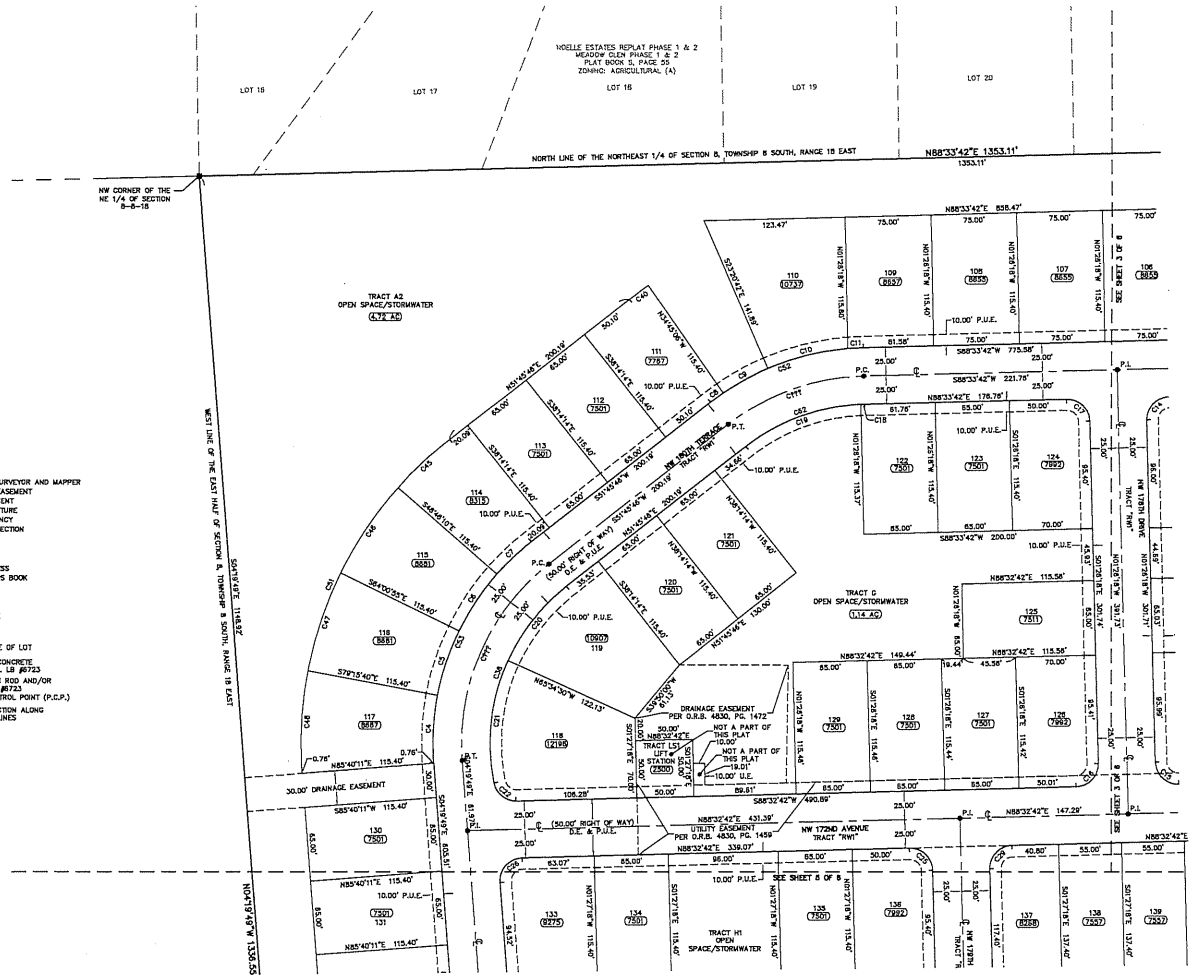
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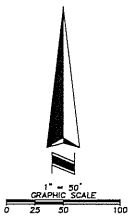
PLAT BOOK_____ PAGE_____

SHEET 4 OF 6

BRIARWOOD PHASES 2 AND 3

A PORTION OF LAND LYING IN SECTION 8,
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ALACHUA COUNTY, FLORIDA



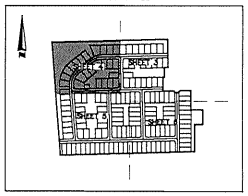


CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C4	225.00'	N03°12'15"E	59.01'	15°04'09"	59.18'
C5	225.00'	N18°21'42"E	59.69'	15°14'45"	59.87'
C6	225.00'	N33°36'27"E	59.69'	15°14'45"	59.87'
C7	225.00'	N46°29'48"E	41.30'	10°31'58"	41.36'
C8	225.00'	N53°30'20"E	13.69'	3°29'06"	13.69'
C9	225.00'	N80°57'08"E	44.72'	11°24'24"	44.79'
C10	225.00'	N75°53'38"E	72.29'	18°29'16"	72.60'
C11	225.00'	N86°51'06"E	13.42'	3°25'06"	13.43'
C14	20.00'	S43°33'42"W	28.28'	90°00'00"	31.42'
C15	20.00'	S46°26'18"E	28.28'	90°01'00"	31.42'
C16	20.00'	N43°33'12"E	28.28'	89°59'00"	31.41'
C17	20.00'	N46°26'18"W	28.28'	90°00'00"	31.42'
C18	175.00'	S88°01'50"W	3.24'	1°03'44"	3.24'
C19	175.00'	S89°37'52"W	107.39'	35°44'12"	109.15'
C20	175.00'	S36°05'38"W	82.71'	27°20'16"	83.50'
C21	175.00'	S06°29'01"W	107.82'	35°52'59"	109.60'
C22	20.08'	S49°40'32"E	24.80'	78°16'08"	25.73'
C23	20.00'	N46°27'18"W	28.28'	90°00'00"	31.42'
C28	20.00'	S42°06'27"W	28.98'	92°32'31"	32.42'
C29	20.00'	S43°32'42"W	28.28'	90°00'00"	31.42'
C38	175.00'	N20°09'09"E	183.45'	63°13'15"	193.10'
C40	340.40'	S33°30'20"W	28.70'	3°29'06"	28.71'
C45	340.40'	S46°29'48"W	62.46'	10°31'58"	62.57'
C46	340.40'	S33°36'27"W	90.31'	15°14'45"	90.58'
C47	340.40'	S18°21'42"W	90.31'	15°14'45"	90.58'
C48	340.40'	S03°12'15"W	89.27'	15°04'09"	89.53'
C51	340.40'	S23°42'59"W	329.10'	56°05'35"	333.25'
C52	225.00'	S70°09'44"W	142.04'	36°47'38"	144.51'
C53	225.00'	S23°42'59"W	211.58'	56°05'35"	220.25'
C82	175.00'	N70°09'44"E	110.47'	36°47'38"	112.40'

LEGEND:

P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
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PLAT BOOK_____ PAGE_____

SHEET 5 OF 6

BRIARWOOD PHASES 2 AND 3

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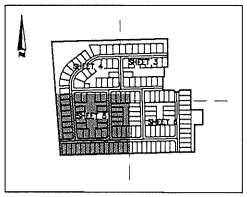
1" = 50'
GRAPHIC SCALE
0 25 50 100

CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C3	20.00'	N42°08'27"E	28.98'	92°52'31"	32.42'
C23	20.00'	S47°53'33"E	27.57'	87°07'29"	30.41'
C24	20.00'	N43°32'42"E	28.28'	90°00'00"	31.42'
C25	20.00'	N46°27'18"W	28.28'	90°00'00"	31.42'
C26	20.00'	S42°08'27"W	28.98'	92°52'31"	32.42'
C29	20.00'	S43°32'42"W	28.28'	90°00'00"	31.42'
C30	20.00'	S46°27'18"E	28.28'	90°00'00"	31.42'

LEGEND:

P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.I.	POINT OF INTERSECTION
N.T.	NON-TANGENT
P.B.	PLAT BOOK
PG.	PAGE(S)
LB	LICENSED BUSINESS
O.R.B.	OFFICIAL RECORDS BOOK
R	RADIUS
L	ARC LENGTH
Δ	DELTA ANGLE
CH	CHORD DISTANCE
CB	CHORD BEARING
℄	CENTERLINE
(7,500)	SQUARE FOOTAGE OF LOT
■	A SET 4" X 4" CONCRETE MONUMENT P.R.M. LB #6723
●	A SET 1/2" IRON ROD AND/OR NAIL & DISK LB #6723 PERMANENT CONTROL POINT (P.C.P.)
	CHANGE IN DIRECTION ALONG RIGHT-OF-WAY LINES

KEY MAP
NOT TO SCALE



LB #6723
ALLEN & COMPANY
SURVEYING • MAPPING
GEOSPATIAL SERVICES
www.allen-company.com
16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654-5355

SHEET INDEX
SHEET 1 – DEDICATION AND ACKNOWLEDGMENTS
SHEET 2 – LEGAL DESCRIPTION AND BOUNDARY DETAIL
SHEETS 3, 4, 5, AND 6 – LOT DIMENSIONS

BUILDING SETBACKS:
SEE TYPICAL EASEMENT AND SETBACKS ON SHEET 2

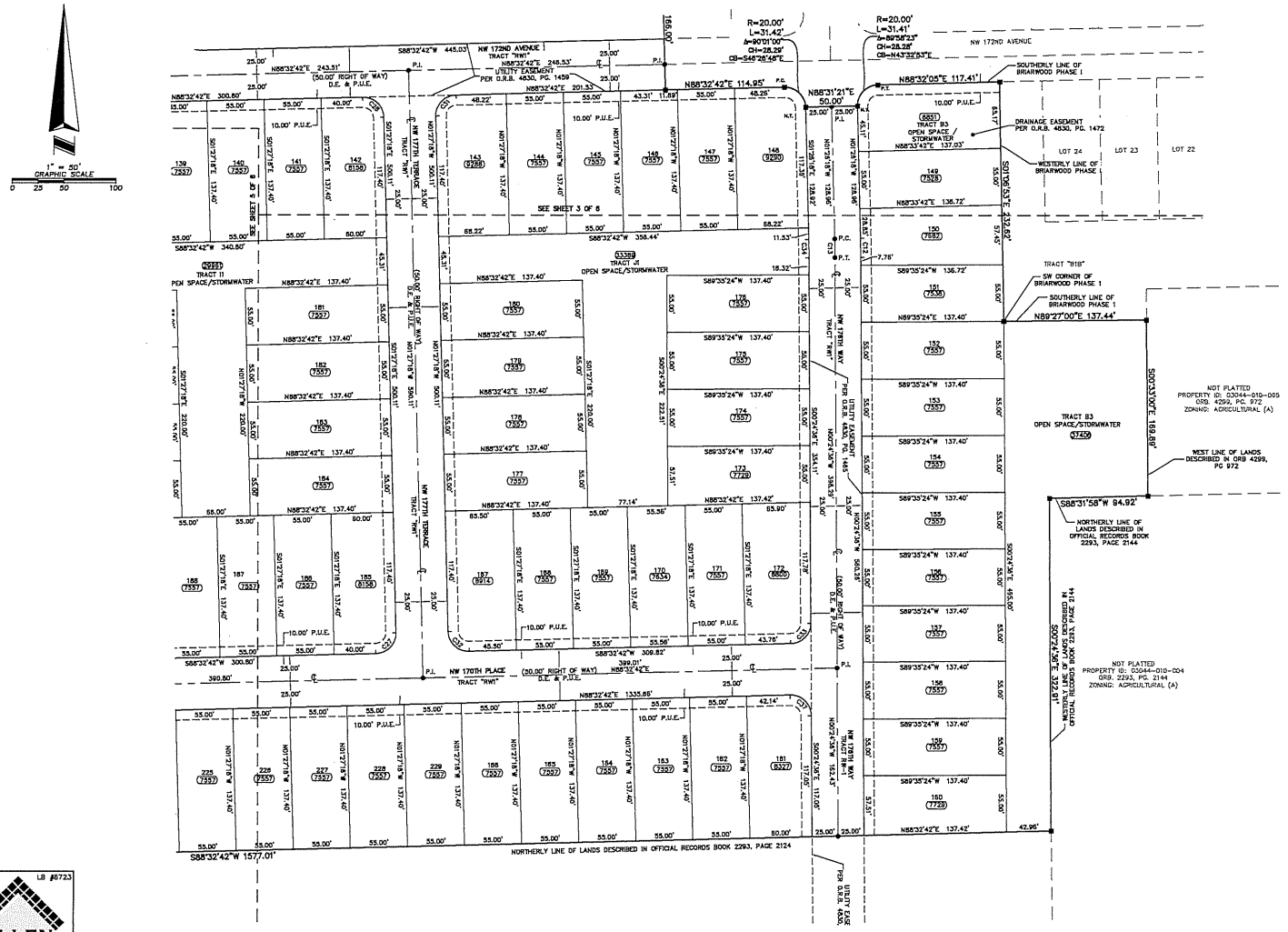
NOTE:
THIS PLAT IS 6 SHEETS IN TOTAL, AND ONE IS NOT COMPLETE WITHOUT THE OTHER. FOR DEDICATION AND ACKNOWLEDGMENTS SEE SHEET 1, FOR LEGAL DESCRIPTION AND BOUNDARY DETAIL SEE SHEET 2 AND FOR LOT DIMENSIONS SEE SHEET 3, 4, 5 AND 6.

PLAT BOOK_____ PAGE_____

SHEET 6 OF 6

BRIARWOOD PHASES 2 AND 3

A PORTION OF LAND LYING IN SECTION 8,
TOWNSHIP 8 SOUTH, RANGE 18 EAST,
CITY OF ALACHUA,
ALACHUA COUNTY, FLORIDA



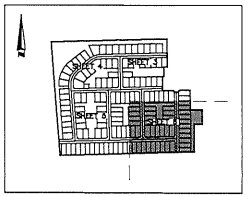
LEGEND:

P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.I.	POINT OF INTERSECTION
N.T.	NON-TANGENT
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(7,500)	SQUARE FOOTAGE OF LOT
■	A SET 4" X 4" CONCRETE MONUMENT P.R.M. LB #6723
●	A SET 1/2" IRON ROD AND/OR NAIL & DISK LB #6723 PERMANENT CONTROL POINT (P.C.P.)
	CHANGE IN DIRECTION ALONG RIGHT-OF-WAY LINES

CURVE TABLE

CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C12	1025.00'	S00°55'27"E	18.40'	1°01'42"	18.40'
C13	1000.00'	N00°55'27"W	17.95'	1°01'42"	17.95'
C27	20.00'	N43°32'42"E	28.28'	90°00'00"	31.42'
C28	20.00'	N46°27'18"W	28.28'	90°00'00"	31.42'
C31	20.00'	S43°32'42"W	28.28'	90°00'00"	31.42'
C32	20.00'	S46°27'18"E	28.28'	90°00'00"	31.42'
C33	20.00'	N44°04'03"E	28.03'	88°57'18"	31.05'
C34	975.00'	N00°55'27"W	17.50'	1°01'42"	17.50'
C37	20.00'	N45°55'57"W	28.54'	91°02'42"	31.78'

KEY MAP
NOT TO SCALE



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NOTE:
THIS PLAT IS 6 SHEETS IN TOTAL, AND ONE IS NOT COMPLETE WITHOUT THE OTHER. FOR DEDICATION AND ACKNOWLEDGMENTS SEE SHEET 1, FOR LEGAL DESCRIPTION AND BOUNDARY DETAIL SEE SHEET 2 AND FOR LOT DIMENSIONS SEE SHEET 3, 4, 5 AND 6.

CERTIFICATE OF CONCURRENCY COMPLIANCE FOR BRIARWOOD PHASE 2 AND PHASE 3

This Certificate of Concurrency Compliance ("Certificate") is hereby issued to Troon Creek, LLC, a Florida Limited Liability Company authorizes to transact business in the State of Florida and ("Developer/Owner") by City of Alachua, Florida ("City") this ___ day of _____, 2022.

RECITALS

WHEREAS, the Developer/Owner is developing a residential subdivision in the CITY known as Briarwood Phase 2 and Phase 3 (the "Project"), legally described in attached Exhibit '1'.

WHEREAS, the Developer/Owner has secured a Subdivider Regulatory Agreement for the Project from the City for the Project (herein "Subdivider Agreement") 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 Certificate 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, 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 for the Project;

WHEREAS, the Project is now ready to proceed to approval of a Final Plat comprised of 145 residential lots;

WHEREAS, the Developer/Owner intends to immediately initiate construction on the Project;

WHEREAS, the Developer/Owner of the Project agrees to submit payment for sewer connection fees as determined in the City's Capital Facilities charges and as set forth in Section

38-139 of the City of Alachua Code of Ordinances, as those fees exist prior to the final inspection of each residential unit;

WHEREAS, the Developer/Owner of the Project further agrees to submit payment for water connection fees as determined in the City's Capital Facilities charges and as set forth in Section 38-139 of the City of Alachua Code of Ordinances, as those fees exist prior to the final inspection of each residential unit; and

WHEREAS, the City has determined that adequate water and wastewater capacity exists to the Project;

WHEREAS, the Developer/Owner acknowledges that this Certificate of Concurrency Compliance 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/Owner acknowledges that this Certificate of Concurrency Compliance is governed by the City's LDRs and, as such, the Developer/Owner must utilize the administrative procedures contained in the LDRs in the event there is any dispute regarding this Certificate; and

WHEREAS, the Developer/Owner acknowledges that this Certificate of Concurrency Compliance constitutes a regulatory agreement required as part of the process for the issuance of Development permits for the Project and, as such, Developer/Owner has no claim for monetary damages against the City in the event of any dispute regarding this Certificate, Developer/Owner'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 Compliance subject to the following conditions of issuance:

1. The above recitals are true and correct and are incorporated into this Certificate of Concurrency Compliance by reference.

2. The City will reserve 36,250 gallons per day (145 lots x 250 gallons per day) of wastewater capacity for the 145 units proposed in the Project. 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 Subdivider Agreement, on file with the City.

3. The City will reserve 39,785 gallons per day (145 lots x 275 gallons per day) of water capacity for the 145 units proposed in the Project. 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 Subdivider Agreement, on file with the City.

4. The City will reserve the following trips of traffic capacity for the 145 units proposed in Briarwood Phase 2 and Phase 3 as defined by applicable development permits, including construction plans and subdividers agreement, on file with the City: 1,369 Average Annual Daily Trips ("AADT") and 144 Peak Hour Trips along CR 235- A (north of US Highway 441); 868 AADT and 91 Peak Hour Trips along US Highway 441(from I-75 to CR 235-A); 87 AADT and 9 Peak Hour Trips along US Highway 441 (from CR 235-A to NW 188th Street).

5. The City will reserve 1.81 acres (2.5 persons per household x 145 units x 5 acres per 1,000 persons) of recreation capacity for the 145 units proposed in Briarwood Phase 2 and Phase 3 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 264.63 tons per year (0.73 tons per capita per year x 2.5 persons per household x 145 units) of solid waste capacity for the 145 units proposed in Briarwood Phase 2 and Phase 3 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 seventeen (17) student stations in the Alachua School Concurrency Service Area (ACSA) for elementary schools, nine (9) student stations in the Alachua SCSA for middle schools, and thirteen (13) student stations in the Alachua SCSA for high schools, for the 145 units proposed in Briarwood Phase 2 and Phase 3.

8. This Certificate of Concurrency Compliance shall remain in effect for a period of one (1) year from the date of the approval of the Subdivider Agreement between the parties hereto.

9. It is the intent of the City and Developer/Owner that this Certificate of Concurrency Compliance be incorporated into and considered a part of the Subdividers Regulatory Agreement executed by the Developer/Owner and City for the Project dated the ___ day of _____, 2022. Failure to comply with the term of that Subdivider Regulatory Agreement shall result in the termination of the reservations in this Certificate.

10. This Certificate of Concurrency Compliance 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 ____day of _____, 2022, and is subject to the terms and findings as stated herein.

Attest: CITY OF ALACHUA

_____ By: _____
William M. DaRoza, City Manager/Clerk/ The Hon. Gib Coerper, Mayor
Land Development Regulations Administrator

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing CERTIFICATE OF CONCURRENCY COMPLIANCE FOR BRIARWOOD PHASE 2 AND PHASE 3 was acknowledged before me, **by means of □ physical presence or □ online notarization,** on this _____ day of _____, 2022, by GIB COERPER, who is (personally known to me) OR (who has produced _____as identification).

_____
Notary Public, State of Florida at Large
Commission No.:
Expiration: [SEAL]

Approved as to form:

_____
Marian B. Rush, City Attorney

SIGNATURES CONTINUE ON NEXT PAGE

DEVELOPER/OWNER

Troon Creek, LLC,
a Florida Limited Liability Company

Witnesses:

_____ By: _____
Craig J. Rouhier, Jr., Manager

_____

STATE OF FLORIDA

COUNTY OF _____

The foregoing CERTIFICATE OF CONCURRENCY COMPLIANCE FOR BRIARWOOD PHASE 2 AND PHASE 3 was acknowledged before me, **by means of □ physical presence or □ online notarization,** on this _____ day of _____, 2022, by Craig J. Rouhier, Jr., who is (personally known to me) OR (who has produced _____as identification).

_____
Notary Public, State of Florida at Large
Commission No.:
Expiration: [SEAL]

Exhibit 1 – Legal Description to
Exhibit C – Certificate of Concurrency
Compliance for Briarwood Phases 2 & 3

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN A PORTION OF SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING AT THE NORTHWEST CORNER OF BRIARWOOD PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN PLAT BOOK 37, PAGES 33 THROUGH 37, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE ALONG THE WESTERLY AND SOUTHERLY LINES OF SAID BRIARWOOD PHASE 1 RUN THE FOLLOWING COURSES: SOUTH 01°26'18" EAST, FOR A DISTANCE OF 165.40 FEET; THENCE RUN SOUTH 02°46'59" EAST, FOR A DISTANCE OF 50.01 FEET; THENCE RUN SOUTH 01°26'18" EAST, FOR A DISTANCE OF 116.00 FEET; THENCE RUN SOUTH 88°33'42" WEST, FOR A DISTANCE OF 46.00 FEET; THENCE RUN SOUTH 01°26'42" EAST, FOR A DISTANCE OF 109.58 FEET; THENCE RUN SOUTH 88°32'42" WEST, FOR A DISTANCE OF 19.01 FEET; THENCE RUN SOUTH 01°27'18" EAST, FOR A DISTANCE OF 166.00 FEET; THENCE RUN NORTH 88°32'42" EAST, FOR A DISTANCE OF 114.95 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 90°01'00", A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 31.42 FEET, A CHORD BEARING OF SOUTH 46°26'48" EAST AND A CHORD DISTANCE OF 28.29 FEET TO A NON-TANGENT POINT; THENCE RUN NORTH 88°31'21" EAST, FOR A DISTANCE OF 50.00 FEET TO A NON TANGENT CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY ALONG SAID NON TANGENT CURVE HAVING A CENTRAL ANGLE OF 89°58'23", A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 31.41 FEET, A CHORD BEARING OF NORTH 43°32'53" EAST AND A CHORD DISTANCE OF 28.28 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 88°32'05" EAST, FOR A DISTANCE OF 117.41 FEET; THENCE RUN SOUTH 01°06'53" EAST, FOR A DISTANCE OF 232.62 FEET TO THE SOUTHWEST CORNER OF SAID BRIARWOOD PHASE 1; THENCE RUN NORTH 89°27'00" EAST ALONG THE SOUTHERLY LINE OF SAID BRIARWOOD PHASE 1, FOR A DISTANCE OF 137.44 FEET TO A POINT ON THE WEST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4299, PAGE 972 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 00°33'00" EAST ALONG SAID WEST LINE, FOR A DISTANCE OF 169.89 FEET TO A POINT ON THE NORTHERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2293, PAGE 2144 OF SAID PUBLIC RECORDS; THENCE SOUTH 88°31'58" WEST ALONG SAID NORTHERLY LINE, FOR A DISTANCE OF 94.92 FEET TO THE WESTERLY LINE OF SAID LANDS; THENCE RUN SOUTH 00°24'36" EAST ALONG SAID WESTERLY LINE, FOR A DISTANCE OF 322.91 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LANDS; THENCE RUN SOUTH 88°32'42" WEST ALONG SAID NORTHERLY LINE, FOR A DISTANCE OF 1577.01 FEET TO THE WEST LINE OF THE EAST HALF OF SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST; THENCE RUN NORTH 04°19'49" WEST ALONG SAID WEST LINE, FOR A DISTANCE OF 1336.55 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST; THENCE RUN NORTH 88°33'42" EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, FOR A DISTANCE OF 1353.11 FEET TO THE POINT OF BEGINNING,

THE ABOVE DESCRIBED LAND CONTAINS 45.16 ACRES, MORE OR LESS.

Exhibit D – Engineer's Estimated Costs/ Improvements to Briarwood Phase 2 and Phase 3 Subdividers Agreement

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
643 Egret Place Drive
Winter Garden, FL 32787

Project Name: **Briarwood Subdivision Phases 2 & 3**
Date: **11-Aug-22**

Below is the engineer's estimate of probable costs for Phases 2 & 3 consisting of 145 single family lots.

Description of Work		Cost
Clearing, Erosion Control, grass and Earthwork	$	1,021,403.75
Concrete Work (Sidewalks, curbs, etc.)	$	315,472.25
Onsite Paving	$	751,702.55
Storm Structures, Pipe and Weirs	$	842,633.09
Sanitary Sewer System	$	659,082.60
Potable Water System	$	593,582.43
Landscape and hardscape	$	137,190.00
Total Estimated Cost	**$**	**4,321,066.67**
Total Cost + 10% Contingency	**$**	**4,753,173.34**

David F. Glunt, PE
FL PE No. 57459
Managing Partner

Exhibit E – Engineer's Estimated Costs/
Sidewalks to Briarwood Phase 2 and Phase 3
Subdividers Agreement

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
643 Egret Place Drive
Winter Garden, FL 32787

Project Name: **Briarwood Subdivision Phases 2 & 3**
Date: **28-Jul-22**
Below is the engineer's estimate of probable costs for Phases 2 & 3 sidewalks on single family lots.

Description	Unit	Quantity	Price/Unit	Total
5' Sidewalk (Lots)	LF	5,999	$31.05	$186,269

David F. Glunt, PE
FL PE No. 57459
Managing Partner

City of Alachua

MIKE DAROZA
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN, AICP

August 1, 2022

Sent by electronic mail to tbryan@allen-company.com

Tivia Bryan
Allen and Company
16 E Plant St
Winter Garden, FL 34787

RE: Project Assistance Team Comments for Briarwood Phase 2 and Phase 3 Final Plat - *REVISED*

Dear Ms Bryan:

On July 19, 2022 the City of Alachua received your revised and complete application for the Final Plat for Briarwood Phase 2 and Phase 3, which proposes to subdivide a ±45.16 acre tract (Parcel 03044-010-003) into a total of 145 lots, with associated open spaces and rights-of-way. On November 4, 20219, the City Commission of the City of Alachua approved the application for the Preliminary Plat of Briarwood, which proposed to subdivide a ±74.17 acre subject property into a total of 229 lots, with associated open space areas and right-of-way. Construction Plans for Briarwood Phases 2 and 3 have not yet been approved.

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 5:00 PM on **Thursday, August 11, 2022.** 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. A Project Assistance Team (PAT) meeting has been scheduled for August 1, 2022 to discuss these comments.

Please address the following insufficiencies:

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. **Plat**
    a. Clarify owner's dedication. Will Troon Creek be taking title to property prior to hearing before the City Commission? Title and title opinion must reflect actual ownership and correspond with owner's information on plat.
    b. County Health Department signature not required as the subdivision will be connecting to the City's potable water and wastewater systems.
    c. Confirm lift station deed as Book 4830, Page 1485, Official Records of Alachua County. Include as part of Note 16 of Plat.

d. Note 8 of Plat indicates that the Plat includes 144 lots, but all other documents indicate 145 lots.
e. Notation must be added on plat that the street stubs at western terminus of 120th Place and southern terminus of NW 167th Way will be converted to traffic calming devices. See Section 7.2.5 (D)(2).
f. Sheet 2 of Plat mislabels street numbers.
g. Line 8 of paragraph 1 of Owner's Dedication misspells "hereby".
h. Last line of paragraph of Owner's Dedication should read (emphasis added) - "**a** municipality **in** Alachua County, Florida".
i. Add signature block for City Attorney on plat.
j. Verify title of Mortgagee's Approval signature blocks (mortgage vs mortgagee).
k. Related off-site easements adjacent to this proposed plat must be labeled and displayed.
l. Paragraph 2 of Owner's Dedication states "additional rights-of-way". Clarify or remove "additional".
m. Add "Tract RW-1" to NW 176th Way street label on Sheet 2 and Sheet 6.

2. **Subdividers Agreement**
   a. Applicant must provide estimate for sidewalks to be constructed in front of lots and indicate type of surety to be used in order to complete draft of Subdividers Agreement.
3. **Public Services/ Outside Review**
   a. Applicant must address all comments issued by the City's Compliance and Risk Management Department in an email dated July 28, 2022 and attached to this letter.
   b. Applicant must address all comments issued by Rodolfo Valladares, P.E., Public Services Director, and Tom Ridgik, P.E., Engineering Supervisor in a memo dated August 1, 2022 and attached to this letter.
   c. Applicant must address all comments issued by eda consultants, inc in a forthcoming letter.
4. **Completeness Review**
   a. Authorized agent form remains deficient. Submitted authorized agent form is not signed by current Property Owner of subject property and does not authorize Allen and Company to submit on behalf of the property owner.
   b. Provide title certification for review and inspection by reviewing surveyor and City Attorney.

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. We look forward to receiving your revised application.

Sincerely,

Adam Hall, AICP
Principal Planner

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

City of
ALACHUA
the good life community

City of Alachua

MIKE DAROZA
CITY MANAGER

RODOLFO VALLADARES, P.E.
PUBLIC SERVICES DIRECTOR

INTER-OFFICE COMMUNICATION

DATE: **August 01, 2022**

TO: **Kathy Winburn, AICP**
Planning & Community Development Director

FROM: **Rodolfo Valladares, P.E.**
Public Services Director
Tom Ridgik, P.E.
Engineering Supervisor

TR 8/1/2022

RE: **Briarwood-Phases 2 & 3 – Final-Plat**

Public Services has reviewed the subject project (July 11, 2022 Documents) and offer the following comments. Review was specific to the Public Services Utilities.

NO.	COMMENTS
1.	**Sheet 1:** Surveyor has identified tracts that have drainage and utility easements, and will be maintained by the Briarwood HOA. Specifically, these tracts are: A2, B3, F2, K1, I1, J1, K and L. On sheets 2-5, tracts A3, A4, J2, I2 and H1 are also designated as Open Space/Stormwater Tracts. The City assumes that the maintenance of these tracts shall also be the responsibility of the Briarwood HOA. If so, please add these tracts to the third paragraph of the DEDICATION and to Surveyor Note 13. If not, please **submit** an explanation. Please **resubmit** this sheet.
2.	**Sheet 1:** Surveyor Note 16: The design intent is to deed the lift station tract to the City. When will

NO.	COMMENTS
	the Book & Page of this deed be recorded? Please either **submit** response or **resubmit** Sheet 1 with the book and page numbers filled in.
3	
4	
5	
	END OF COMMENTS

Please advise if you have any questions or require additional information.
cc: Justin Tabor – AICP Principal Planner
Adam Hall – AICP Principal Planner
Harry Dillard – Lead Engineering Technician

Zimbra **ad_hall@cityofalachua.org**

Re: Comments for Briarwood Phase 2 and 3 Final Plat

From : Grafton Wilson <gwilson@cityofalachua.org> Thu, Jul 28, 2022 05:07 PM
Subject : Re: Comments for Briarwood Phase 2 and 3 Final Plat 2 attachments
To : Adam Hall <ad_hall@cityofalachua.org>
Cc : Anne-Marie DiRocco <an_dirocco@cityofalachua.org>

Adam,

I mentioned to you today, after a quick review of the proposed plat, several changes in the plat "Dedication". Included here are the changes previously mentioned along with other comments.

Substitute the following paragraph 1:
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 PHASES 2 AND 3", BEING IN THE CITY OF ALACHUA, A MUNICIPALITY IN 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 DRAINAGE AND PUBLIC UTILITY EASEMENTS AS SHOWN AND IDENTIFIED ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC AND THE CITY OF ALACHUA, FOR THE PUBLIC PURPOSES DESCRIBED AND REFLECTED ON THIS PLAT.

Substitute Paragraph 2
ALL STREETS AND RIGHTS OF WAY IDENTIFIED AS TRACT RW-1 ARE ACCEPTED AND TO BE MAINTAINED BY THE CITY OF ALACHUA. TRACTS "A2, B3, F2, G, K1, 11, J1, K AND L" ARE TO BE CONVEYED IN FEE SIMPLE BY DEED, SUBJECT TO THE NON-EXCLUSIVE STORMWATER DRAINAGE AND PUBLIC UTILITY EASEMENTS TH THE CITY OF ALACHUA SHOWN ON AND IDENTIFIED ON THIS PLAT AND FURTHER BE MAINTAINED AS LANDSCAPE, RECREATION, INGRESS, EGRESS, MAINTENANCE, DRAINAGE, AND UTILITY EASEMENTS BY THE "BRIARWOOD HOMEOWNERS ASSOCIATION OF ALACHUA, INC" ESTABLISHED FOR THIS COMMUNITY.

Strike Paragraph 3.

Note: All tracts identified on the Plat are not listed in the dedication (Paragraph 2).

Add:

Acknowledgement and Acceptance of HOA

The B HOA, Inc. hereby acknowledges and accepts the maintenance and other responsibilities contemplated, described and shown on this plat of Briarwood Phases 2 and 3 and as further set forth in (The Document)
.....
Signature and notary.....

Add:

City Attorney Approval block and signature line.

..cap....

City of Alachua

MIKE DAROZA
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN, AICP

July 28, 2022

Sent by electronic mail to tbryan@allen-company.com

Tivia Bryan
Allen and Company
16 E Plant St
Winter Garden, FL 34787

RE: Project Assistance Team Comments for Briarwood Phase 2 and Phase 3 Final Plat

Dear Ms Bryan:

On July 19, 2022 the City of Alachua received your revised and complete application for the Final Plat for Briarwood Phase 2 and Phase 3, which proposes to subdivide a ±45.16 acre tract (Parcel 03044-010-003) into a total of 145 lots, with associated open spaces and rights-of-way. On November 4, 20219, the City Commission of the City of Alachua approved the application for the Preliminary Plat of Briarwood, which proposed to subdivide a ±74.17 acre subject property into a total of 229 lots, with associated open space areas and right-of-way. Construction Plans for Briarwood Phases 2 and 3 have not yet been approved.

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 5:00 PM on **Thursday, August 11, 2022.** 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. A Project Assistance Team (PAT) meeting has been scheduled for August 1, 2022 to discuss these comments.

Please address the following insufficiencies:

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. **Plat**
    a. Clarify owner's dedication. Will Troon Creek be taking title to property prior to hearing before the City Commission? Title and title opinion must reflect actual ownership and correspond with owner's information on plat.
    b. County Health Department signature not required as the subdivision will be connecting to the City's potable water and wastewater systems.
    c. Confirm lift station deed as Book 4830, Page 1485, Official Records of Alachua County. Include as part of Note 16 of Plat.

d. Note 8 of Plat indicates that the Plat includes 144 lots, but all other documents indicate 145 lots.
e. Notation must be added on plat that the street stubs at western terminus of 120th Place and southern terminus of NW 167th Way will be converted to traffic calming devices. See Section 7.2.5 (D)(2).
f. Sheet 2 of Plat mislabels street numbers.
g. Line 8 of paragraph 1 of Owner's Dedication misspells "hereby".
h. Last line of paragraph of Owner's Dedication should read (emphasis added) - "**a** municipality **in** Alachua County, Florida".
i. Add signature block for City Attorney on plat.
j. Verify title of Mortgagee's Approval signature blocks (mortgage vs mortgagee).
k. Related off-site easements adjacent to this proposed plat must be labeled and displayed.
l. Paragraph 2 of Owner's Dedication states "additional rights-of-way". Clarify or remove "additional".
m. Add "Tract RW-1" to NW 176th Way street label on Sheet 2 and Sheet 6.

2. **Subdividers Agreement**
   a. Applicant must provide estimate for sidewalks to be constructed in front of lots and indicate type of surety to be used in order to complete draft of Subdividers Agreement.
3. **Public Services/ Outside Review**
   a. Comments issued by eda consultants, inc. are forthcoming. Once received by Staff, they will be forwarded to the applicant.
4. **Completeness Review**
   a. Authorized agent form remains deficient. Submitted authorized agent form is not signed by current Property Owner of subject property and does not authorize Allen and Company to submit on behalf of the property owner.
   b. Provide title certification for review and inspection by reviewing surveyor and City Attorney.

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. We look forward to receiving your revised application.

Sincerely,

Adam Hall, AICP
Principal Planner

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

City of Alachua

MIKE DAROZA
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN, AICP

July 12, 2022

Sent by electronic mail to tbryan@allen-company.com

Tivia Bryan
Allen and Company
16 E Plant St
Winter Garden, FL 34787

RE: Completeness Review: Briarwood Phase 2 and 3 Final Plat Application

Dear Tivia Bryan:

On July 11, 2022, the City of Alachua received your application for the Final Plat of Briarwood Phase 2 and 3, which proposes to subdivide a ±45.16 acre subject property into a total of 145 lots with associated common area, open space, and right-of-way.

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 is complete, conditional upon the submission of the information as listed below. Please address the following deficiencies no later than **5:00 PM on Thursday, July 14, 2022.** If not received by that time, then the application shall be deemed to be incomplete.

The time frame and cycle for review shall be based upon the date the application is determined to be complete. If the applicant fails to respond to the identified deficiencies within forty-five (45) calendar days, the application shall be considered withdrawn.

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, which will be scheduled after the application is determined to be complete.

Please address the following:

1. **Proper Application :** The submitted application uses an application for Preliminary Plat, however, the project is currently at the Final Plat stage. Please utilize the City of Alachua Application for Final Plat.

2. **Final Plat Application Section B.3, Authorized Agent:** Submitted authorized agent form is not signed by Property Owner and does not authorize Allen and Company to submit

applications on behalf of the property owner. Please provide revised Authorized Agent Form.

3. **Final Plat Attachment #2, Title Certification:** Title certification must be submitted for consideration and inspection by the reviewing surveyor and the City Attorney.

4. **Final Plat Attachment #5, Covenants and Restrictions:** Please provide copy of proposed covenants and restrictions for the proposed subdivision.

5. **Final Plat Attachment #11, Mailing Labels:** Mailing labels not provided. Please provide mailing labels for all property owners within 400' of the subject property and those person's and organizations registered with the City to receive public notice, which is available at the City's website at this location: https://www.cityofalachua.com/home/showpublisheddocument/535/637867287412770000

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
Principal Planner

c: Kathy Winburn, AICP, Planning & Community Development Director *(by electronic mail)*
Adam Hall, AICP, Principal Planner *(by electronic mail)*
Craig Rouhier, Jr (*by electronic mail*)
Project File

City of ALACHUA

THE GOOD LIFE COMMUNITY

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

Major Subdivision – Final Plat Application

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

A. PROJECT

1. Project Name: Briarwood Phases 2 and 3
2. Preliminary Plat Approval Date: 11/4/2019
3. Construction Plans Approval Date: TBD
4. Phase/Unit Number (if applicable): Phases 2 and 3
5. Number of proposed lots/dwelling units: 145
6. Housing Type (i.e., attached/detached units): Detached units
7. Address of Subject Property: None recorded on property appraiser site
8. Parcel ID Number(s): 03044-010-003
9. Existing Use of Property: Timber 2
10. Future Land Use Map Designation: Moderate Density Residential (MOD)
11. Zoning Designation: RSF-4
12. Acreage: 45.16

B. APPLICANT

1. Applicant's Status ☐ Owner (title holder) ☒ Agent
2. Name of Applicant(s) or Contact Person(s): Tivia Bryan Title: Plat Coordinator
   Company (if applicable): Allen & Company
   Mailing address: 16 E Plant St
   City: Winter Garden State: FL ZIP: 34787
   Telephone: 407-654-5355 FAX: 407-654-5356 e-mail: tbryan@allen-company.com
3. If the applicant is agent for the property owner*:
   Name of Owner (title holder): Golden Pond Farms Inc
   Mailing Address: PO Box 357133
   City: Gainsville State: FL ZIP: 32635

   ** 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: _____
2. Has the applicant discussed possible utility/infrastructure fees with the Public Services Department?
   If no, contact the Public Services Department at 386-418-6140. ☒ Yes ☐ No

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. Additional phases of existing subdivisions shall continue numbering from previous phases.
    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. Dedication to the public by the owners of the land involved of all streets, drainage easements, and other rights-of-way however designated and shown on the plat for perpetual use for public purposes, including vehicular access rights where required.
    w. 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. Draft of proposed surety instrument for all public and private infrastructure improvements in accordance with the requirements set forth in Sections 6.10 and 7.4 of the LDRs (surety instrument shall be submitted to the City upon approval of the draft document and prior to any public hearing).

4. Cost of construction for all public and private infrastructure improvements (including but not limited to earthwork, stormwater, utilities (water and sewer lines / mains, electric system infrastructure, gas lines, etc.) roadways (streets, sidewalks, etc.) and landscaping in rights-of-way and common areas), signed and sealed by a registered professional engineer.

5. 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.

6. 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.

7. 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).

8. Legal description of the property to be platted with tax parcel number: (1) on 8.5" x 11" paper; and (2) electronic file in Word format.

9. Legal descriptions and sketches for all off-site public utilities easements and legal descriptions and sketches of all property to be deeded to the City.

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

11. One (1) set 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).

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

13. Proof of payment of taxes.

14. Traffic Impact Analysis or Statement, as deemed applicable to the project by the City of Alachua in its sole discretion.

15. Environmental Assessment or Study, as deemed applicable to the project by the City of Alachua in its sole discretion.

16. 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.

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

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

All applicable 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

Tivia Bryan

Typed or printed name *and title* of applicant

Signature of Co-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 6th day of July, 2022, by Tivia Bryan who executed the same and has _____ produced _____ as identification or [ ] is personally known to me.

Signature of Notary

Print Name: Catrina Hurst
Notary Public, State of Florida

My Commission Expires: 6/13/2026

Notary Public State of Florida
Catrina Allyn Hurst
My Commission
HH 275501
Exp. 6/13/2026

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2761645 3 PG(S)
December 27, 2012 03:25:50 PM
Book 4160 Page 1932
J. K. IRBY Clerk Of Circuit Court
ALACHUA COUNTY, Florida

Doc Stamp-Deed: $0.70

Prepared by and return to:
CARL L. JOHNSON
Law Office of Carl L. Johnson
4421 N.W. 39th Avenue, Bldg. 1, Suite 2
Gainesville, FL 32606

Parcel No. 03044-010-003

Grantee(s) TIN:

THIS SPECIAL WARRANTY DEED, made this 21st day of December, 2012, by PARKER LAND CO., a Florida corporation, hereinafter called the Grantor, whose post office address is: P.O. Box 357133, Gainesville, FL 32635, to GOLDEN POND FARMS, INC., a Florida corporation, hereinafter called the Grantee, whose post office address is: P.O. Box 357135, Gainesville, FL 32635.

(Wherever used herein the terms "Grantor" and "Grantee" includes all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, That the Grantor, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land, situate in Alachua County, State of Florida, viz:

Property described in the legal description attached as Exhibit "A" and made a part hereof.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantors.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed on the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness Signature

Clifford John
Printed Name

Witness Signature

Michael Bennett
Printed Name

PARKER LAND CO.

By: Lisa Parker Ehrlich
LISA PARKER EHRLICH, Vice-Pres.

STATE OF Maryland
COUNTY OF Montgomery

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared LISA PARKER EHRLICH, as Vice-President of PARKER LAND CO., a Florida corporation, known to me to be the person described in and who executed the foregoing instrument and who acknowledged before me that she executed the same. Said person is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 21st day of December, 2012.

NOTARY PUBLIC
My commission expires: 8-24-15

Clifford Evan John
My Commission Expires
NOTARY PUBLIC
08-24-2015
Montgomery County, MD

Signed, sealed and delivered in the presence of:

Witness Signature

CARL L JOHNSON
Printed Name

Witness Signature

Printed Name

PARKER LAND CO.

By: Eric J. Parker
ERIC J. PARKER, Pres.

STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared ERIC J. PARKER, as President of PARKER LAND CO., a Florida corporation, known to me to be the person(s) described in and who executed the foregoing instrument and who acknowledged before me that he executed the same. Said person is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 26th day of December, 2012.

NOTARY PUBLIC
My commission expires:

CARL L. JOHNSON
MY COMMISSION # DD 939270
EXPIRES: November 13, 2013
Bonded Thru Notary Public Underwriters

Exhibit "A"

A TRACT OF LAND LYING IN SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 8; THENCE RUN S 87°18'16" W, ALONG THE NORTH LINE OF SAID SECTION, A DISTANCE OF 58.60' TO THE WEST RIGHT OF WAY LINE (R/W) OF COUNTY ROAD NO S-235-A AND THE POINT OF BEGINNING; THENCE CONTINUING S 87°18'16" W ALONG SAID NORTH LINE, A DISTANCE OF 2949.98' TO THE WEST LINE OF THE EAST HALF OF SECTION 8; THENCE S 05°35'27" E, ALONG SAID WEST LINE, A DISTANCE OF 1335.81'; THENCE N 87°18'22" E, A DISTANCE OF 1577.01'; THENCE N 01°47'45" W, A DISTANCE OF 322.90'; THENCE N 87°17'33" E, A DISTANCE OF 94.86'; THENCE N 01°47'45" W, A DISTANCE OF 200.00'; THENCE N 87°17'33" E, A DISTANCE OF 1198.28' TO THE WEST R/W OF COUNTY ROAD NO. S-235-A, THENCE N 01°47'45" W, ALONG SAID R/W LINE, A DISTANCE OF 368.34' TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 11409.16' AND A CENTRAL ANGLE OF 02°13'25"; THENCE NORTHERLY ALONG SAID R/W CURVE, A DISTANCE OF 442.77' TO THE NORTH LINE OF SECTION 8 AND THE POINT OF BEGINNING; SAID DESCRIBED TRACT CONTAINING 74.141 ACRES, MORE OR LESS.

Exhibit E – Legal descriptions for Briarwood Phases 2 and 3

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN A PORTION OF SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING AT THE NORTHWEST CORNER OF BRIARWOOD PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN PLAT BOOK 37, PAGES 33 THROUGH 37, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN THE FOLLOWING COURSES ALONG THE WESTERLY AND SOUTHERLY LINES OF SAID BRIARWOOD PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN PLAT BOOK 37, PAGES 33 THROUGH 37, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA: SOUTH 01°26'18" EAST, FOR A DISTANCE OF 165.40 FEET; THENCE RUN SOUTH 02°46'59" EAST, FOR A DISTANCE OF 50.01 FEET; THENCE RUN SOUTH 01°26'18" EAST, FOR A DISTANCE OF 116.00 FEET; THENCE RUN SOUTH 88°33'42" WEST, FOR A DISTANCE OF 46.00 FEET; THENCE RUN SOUTH 01°26'42" EAST, FOR A DISTANCE OF 109.58 FEET; THENCE RUN SOUTH 88°32'42" WEST, FOR A DISTANCE OF 19.01 FEET; THENCE RUN SOUTH 01°27'18" EAST, FOR A DISTANCE OF 166.00 FEET; THENCE RUN NORTH 88°32'42" EAST, FOR A DISTANCE OF 114.95 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 90°01'00", A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 31.42 FEET, A CHORD BEARING OF SOUTH 46°26'48" EAST AND A CHORD DISTANCE OF 28.29 FEET; THENCE RUN NORTH 88°31'21" EAST, FOR A DISTANCE OF 50.00 FEET TO A NON TANGENT CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY ALONG SAID NON TANGENT CURVE HAVING A CENTRAL ANGLE OF 89°58'23", A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 31.41 FEET, A CHORD BEARING OF NORTH 43°32'53" EAST AND A CHORD DISTANCE OF 28.28 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 88°32'5" EAST, FOR A DISTANCE OF 117.41 FEET; THENCE RUN SOUTH 01°06'53" EAST, FOR A DISTANCE OF 232.62 FEET TO THE SOUTHWEST CORNER OF SAID BRIARWOOD PHASE 1; THENCE RUN NORTH 89°27'00" EAST ALONG THE SOUTHERLY LINE OF SAID BRIARWOOD PHASE 1, FOR A DISTANCE OF 137.44 FEET TO A POINT ON THE WEST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4299, PAGE 972 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN SOUTH 00°33'00" EAST ALONG SAID WEST LINE, FOR A DISTANCE OF 169.89 FEET TO A POINT ON THE NORTHERLY LINE OF THOSE LANDS DESCRIBED IN IN OFFICIAL RECORDS BOOK 2293, PAGE 2144 OF SAID PUBLIC RECORDS; THENCE SOUTH 88°31'58" WEST ALONG SAID NORTHERLY LINE, FOR A DISTANCE OF 94.92 FEET TO THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN IN OFFICIAL RECORDS BOOK 2293, PAGE 2144 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 00°24'36" EAST ALONG SAID WESTERLY LINE, FOR A DISTANCE OF 322.91 FEET TO A POINT ON THE NORTHERLY LINE OF THOSE LANDS DESCRIBED IN IN OFFICIAL RECORDS BOOK 2293, PAGE 2124 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 88°32'42" WEST ALONG SAID NORTHERLY LINE, FOR A DISTANCE OF 1577.01 FEET TO THE WEST LINE OF THE EAST 1/2 OF SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST; THENCE RUN NORTH 04°19'49" WEST ALONG SAID WEST LINE, FOR A DISTANCE OF 1336.55 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST; THENCE RUN NORTH 88°33'42" EAST ALONG THE NORTHERLY LINE OF SAID NORTHEAST 1/4, FOR A DISTANCE OF 1353.11 FEET TO THE POINT OF BEGINNING,

SAID LANDS CONTAINING 45.16 ACRES, MORE OR LESS.

City of Alachua

PUBLIC SCHOOL STUDENT GENERATION CALCULATION FORM

PROJECT # | **APPLICATION DATE** August 1, 2022

NAME & DESCRIPTION OF PROJECT Briarwood Phase 2 and Phase 3

PROJECT ADDRESS (Contact 911 Addressing @ 352.338.7361)

Tax Parcel Numbers 03044-010-003

Acreage 45.16

DEVELOPMENT DATA (check all that apply)

- [x] Single Family — Number of Units: 145
- [ ] Multi Family — Number of Units:
- [ ] Exempt (See exemptions on page 2)

Level of Review

- [ ] Pre-Application Conference
- [ ] Preliminary
- [x] Final
- [x] Revised
- [ ] Staff Administrative Review

A determination that there is adequate school capacity for a specific project will satisfy requirements for review for school concurrency for the periods of time consistent with the Interlocal Agreement and specified in local government land development regulations; an agreement by the School Board with the developer and local government is required to extend the period for approvals for phased projects beyond the generally applicable time period

EXPLANATION OF STUDENT GENERATION CALCULATION

Student Generation is calculated based on the type of residential development and the type of schools. The number of student stations (by school type - Elementary, Middle and High School) used for calculating the school concurrency impacts is equal to the number of dwelling units by housing type multiplied by the student generation multiplier (for housing type & school type) established by the School Board. Calculations are rounded to the nearest whole number. Student Generation for each school type is calculated individually to assess the impact on the **School Concurrency Service Area (SCSA)** for each school type (Elementary, Middle and High School).

SCHOOL CONCURRENCY SERVICE AREAS (SCSA) FOR PROJECT LOCATION

Based on the project location, please identify the corresponding School Concurrency Service Areas for each school type. Maps of the SCSAs may be viewed on the Alachua County Public Schools website.

SCHOOL CONCURRENCY SERVICE AREAS (SCSA)

Elementary Northwest Alachua | **Middle** Mebane | **High** Santa Fe

SINGLE FAMILY RESIDENTIAL DEVELOPMENT STUDENT GENERATION CALCULATIONS

ELEMENTARY	145	**units X 0.12 Elementary School Multiplier**	17	**Student Stations**
MIDDLE	145	**units X 0.06 Middle School Multiplier**	9	**Student Stations**
HIGH	145	**units X 0.09 High School Multiplier**	13	**Student Stations**

MULTI FAMILY RESIDENTIAL DEVELOPMENT STUDENT GENERATION CALCULATIONS

ELEMENTARY		**units X 0.06 Elementary School Multiplier**		**Student Stations**
MIDDLE		**units X 0.03 Middle School Multiplier**		**Student Stations**
HIGH		**units X 0.03 High School Multiplier**		**Student Stations**

Source: School Board of Alachua County 2015 Student Generation Multiplier Analysis

EXEMPT DEVELOPMENTS (click all that apply)

☐ *Existing legal lots eligible for a building permit*

☐ *Development that includes residential uses that has received final development plan approval prior to the effective date for public school concurrency, or has received development plan approval prior to June 24, 2008, provided the development approval has not expired*

☐ *Amendments to final development orders for residential development approved prior to the effective date for public school concurrency, and which do not increase the number of students generated by the development*

☐ *Age-restricted developments that prohibit permanent occupancy by persons of school age, provided this condition is satisfied in accordance with the standards of the Public School Facilities Element or the ILA*

☐ *Group quarters that do not generate public school students, as described in the ILA*

AUTHORIZED AGENT

Name: Tivia Bryan/ Allen and Company
Mailing Address: 16 E Plant St
Winter Garden, FL 34787
Phone: 407-654-5355
Email: tbryan@allen-company.com

PROPERTY OWNER

Name: Golden Pond Farms, Inc
Mailing Address: PO Box 357133
Gainesville, FL 32635
Phone:
Email

CERTIFICATION

PROJECT NAME : **PROJECT #:**

This application for a determination of the adequacy of public schools to accommodate the public school students generated by the subject development has been reviewed for compliance with the school concurrency management program and in accordance with the ILA. The following determinations have been made:

☐ **Approved** based upon the following findings (see 2021-2022 Capacity Tables)

Elementary SCSA Capacity Required

☐ Capacity Available Available Capacity
☐ Capacity Available in 3 yrs Available Capacity
☐ Capacity Available in Adjacent SCSA Available Capacity

Middle SCSA Capacity Required

☐ Capacity Available Available Capacity
☐ Capacity Available in 3 yrs Available Capacity
☐ Capacity Available in Adjacent SCSA Available Capacity

High SCSA

☐ Capacity Available Available Capacity
☐ Capacity Available in 3 yrs Available Capacity
☐ Capacity Available in Adjacent SCSA Available Capacity

☐ **Denial** for reasons stated

Approved by

School Board Staff Certification

Suzanne M. Wynn
Community Planning Director
Alachua County Public Schools
352.955.7400 x 1445

Date:

City of Alachua Staff

A complete application for the development project was accepted on

Date: July 11, 2022

Signed:

Printed Name: Adam Hall

City of ALACHUA

THE GOOD LIFE COMMUNITY

Authorized Agent Affidavit

A. PROPERTY INFORMATION

Address of Subject Property: Approx. 45 Acres located on CR 235 "Briarwood Phases 2-3"

Parcel ID Number(s): 03044-010-003

Acreage: +/-45

B. PERSON PROVIDING AGENT AUTHORIZATION

Name: Craig Rouhier Jr. Title: Manager

Company (if applicable): Troon Creek LLC

Mailing Address: 643 Egret Place Drive

City: Winter Garden State: FL ZIP: 34787

Telephone: 4077560058 FAX: e-mail: crouhier@gmail.com

C. AUTHORIZED AGENT

Name: Craig Rouhier Jr. Title: Manager

Company (if applicable): Troon Creek LLC

Mailing address: 643 Egret Place Drive

City: Winter Garden State: FL ZIP: 34787

Telephone: 4077560058 FAX: e-mail: crouhier@gmail.com

D. REQUESTED ACTION:

Review and Approve the Final Plat for Briarwood Phases 2 & 3

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

Craig Rouhier Jr.

Typed or printed name and title of applicant

Signature of Co-applicant

Typed or printed name of co-applicant

State of Florida County of Alachua

The foregoing application is acknowledged before me this 30th day of June, 2022, by Craig Rouhier JR, who is/are personally known to me, or who has/have produced FL ST License as identification.

C M Catrina Horst

Signature of Notary Public, State of Florida

NOTARY SEAL
Notary Public State of Florida
Catrina Allyn Hurst
My Commission
HH 275501
Exp. 6/13/2026

ALATB15081F

John Power TAX COLLECTOR Serving Alachua County

2021 PAID REAL ESTATE 12588

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	PROPERTY ADDRESS	MILLAGE CODE
03044 010 003	UNASSIGNED LOCATION RE	1700

GOLDEN POND FARMS INC
PO BOX 357133
GAINESVILLE, FL 32635

EXEMPTIONS:

SCAN TO PAY ONLINE

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION(S)	TAXABLE VALUE	TAXES LEVIED
COUNTY GENERAL	7.8662	16,451	0	16,451	129.41
LIBRARY GENERAL	1.0856	16,451	0	16,451	17.86
SCHOOL CAP36 PROJECT	1.5000	16,451	0	16,451	24.68
SCHOOL DISCRNRY & CN	0.7480	16,451	0	16,451	12.31
SCHOOL GENERAL	3.5950	16,451	0	16,451	59.14
SCHOOL VOTED	1.0000	16,451	0	16,451	16.45
CHILDREN'S TRUST	0.5000	16,451	0	16,451	8.23
SUWANNEE RIVER WATER MGT DIST	0.3615	16,451	0	16,451	5.95
CITY OF ALACHUA	5.3900	16,451	0	16,451	88.67

TOTAL MILLAGE 22.0463 AD VALOREM TAXES $362.70

LEGAL DESCRIPTION

COM NE COR SEC W 58.60 FT POB W 2949.98 FT TO W LINE OF E1/2 SEC S 5 DEG E 1335.
See Additional Legal on Tax Roll

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	UNIT	RATE	AMOUNT

NON-AD VALOREM ASSESSMENTS $0.00

PAY ONLY ONE AMOUNT.

COMBINED TAXES AND ASSESSMENTS $362.70

IF PAID BY	Nov 30, 2021				
PLEASE PAY	$0.00				

Please Retain this Portion for your Records. Receipt Available Online.

JOHN POWER, CFC
ALACHUA COUNTY TAX COLLECTOR

2021 PAID REAL ESTATE 12588
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PLEASE PAY IN U.S. FUNDS TO JOHN POWER, TAX COLLECTOR • P.O. Box 44310 • Jacksonville, FL 32231-4310

ACCOUNT NUMBER	PROPERTY ADDRESS
03044 010 003	UNASSIGNED LOCATION RE

GOLDEN POND FARMS INC
PO BOX 357133
GAINESVILLE, FL 32635

PAY ONLY ONE AMOUNT

	IF PAID BY	PLEASE PAY
☐	Nov 30, 2021	$0.00
☐		
☐		
☐		
☐		

WANT TO RECEIVE YOUR BILL ELECTRONICALLY NEXT YEAR? VISIT www.AlachuaCollector.com AND SIGN UP FOR E-BILLS!

Receipt # 21-0043983 $348.19 Paid 11/29/2021

SPRUCE CREEK
Civil Engineering, Inc

CONCURRENCY IMPACT ANALYSIS MEMO

To: Adam Hall, AICP, City of Alachua Planning & Community Development
From: David F. Glunt, PE
Date: July 7, 2022
RE: Briarwood Phases 2A, 2B and 3

This application is for the 145 lots in Phases 2 and 3 of the 229-lot single-family detached subdivision on ±74.17 acres of Alachua County Tax Parcels 03044-011-001, 03044-011-002, 03044-011-003 and 03044-010-003. The site is located north of the US Highway 441 on CR 235-A. The onsite Future Land Use (FLU) category is Moderate Density Residential and the Zoning District classification is Residential Single Family 4(RSF-4), which allows up to four (4) dwelling units per acre. The Benton Hills preliminary plat was previously approved for 210 lots in 2016 for the subject parcel. The site is proposed to be developed in 4 phases.

The following analysis estimates the potential impacts on City of Alachua's public facilities from the proposed Phase 2 and 3 development of 145 single family homes. The 84 single family lots in Phase 1 are platted and constructed.

ROADWAYS / TRANSPORTATION

Land Use1 (ITE)	Units	Daily		AM Peak		PM Peak	
		Rate	Trips	Rate	Trips	Rate	Trips
Proposed							
Single-Family Detached Housing (ITE 210)	145	9.44	1369	0.74	107	0.99	144

DATA SOURCE IS FROM THE ITE TRIP GENERATION 10TH EDITION

Approval of this application may generate **1369 average daily vehicle trips**. The proposed development *is not anticipated to negatively* impact the adopted LOS for adjacent and nearby roadways, as demonstrated in the tables below.

Traffic Category	US Hwy 441 (I-75 to CR 235A)	
	AADT	PM Peak Hour
Comp Plan Max Service Vol	39000	3510
Existing Traffic	27914	2652
Reserved Trips with Final Dev Order	2052	171
Available Capacity	9034	687
Project Trip Generation	868	91
Remaining Capacity	8166	596

DATA SOURCE IS FROM THE CITY OF ALACHUA JUNE 2022 DEVELOPMENT MONITORING REPORT

Traffic Category	US Hwy 441 (CR 235A to NW 188th Street)	
	AADT	PM Peak Hour
Comp Plan Max Service Vol	43000	3870
Existing Traffic	22250	2114
Reserved Trips with Final Dev Order	1565	129
Available Capacity	19185	1627
Project Trip Generation	87	9
Remaining Capacity	19098	1618

DATA SOURCE IS FROM THE CITY OF ALACHUA JUNE 2022 DEVELOPMENT MONITORING REPORT

Traffic Category	CR 235-A (North of US Hwy 441)	
	AADT	PM Peak Hour
Comp Plan Max Service Vol	15120	1359
Existing Traffic	1402	133
Reserved Trips with Final Dev Order	816	85
Available Capacity	12904	1141
Project Trip Generation	1369	144
Remaining Capacity	11535	997

DATA SOURCE IS FROM THE CITY OF ALACHUA JUNE 2022 DEVELOPMENT MONITORING REPORT

Per City LDR §2.4.14(H)(2), affected roadways are those within one-half mile of the subject property for developments generating 1,000 external average daily trips (ADT). The only affected roadways are CR 235-A, which the project site is directly fronting and US Hwy 441, which is the nearest major intersection. This development is not anticipated to contribute more than 5% to any other roadway's maximum service volume within the City of Alachua. The data above demonstrates that each affected roadway segment will have sufficient capacity to serve the project and the roadway segments will continue to operate within the allowable LOS.

POTABLE WATER / SANITARY SEWER

Table 3a. Potable Water Impacts - Final Development Orders	
System Category	**Gallons Per Day**
Current Permitted Capacity[1]	2,300,000
Less Actual Potable Water Flows[1]	1,309,417
Reserved Capacity[2]	**239,932**
Project Capacity	**39,875**
Residual Capacity	**710,776**
Percentage of Permitted Design Capacity Utilized	**69.10%**
Sources:	
1. City of Alachua Public Services Department, April 2022	
2. Table 1	

The project will be served by the existing City of Alachua potable water infrastructure. The anticipated impacts from the proposed residential development *will not* adversely impact the City's adopted LOS for potable water.

Table 4a. Sanitary Sewer Impacts - Final Development Orders	
System Category	**Gallons Per Day**
Treatment Plant Current Permitted Capacity	1,500,000
Less Actual Treatment Plant Flows[1]	758,000
Reserved Capacity[2]	**216,718**
Project Capacity	**36,250**
Residual Capacity	**489,032**
Percentage of Permitted Design Capacity Utilized	**67.40%**
Sources:	
1. City of Alachua Public Services Department, April 2022	
2. Table 1	

The project will be served by the existing City of Alachua wastewater infrastructure. The anticipated impacts from the residential development *will not* adversely impact the City's adopted LOS for sanitary sewer.

Recreation Area

Table 5a. Recreational Impacts - Final Development Orders	
System Category	**Acreage**
Existing City of Alachua Recreation Acreage[1]	135.48
Acreage Required to Serve Existing Population[2]	53.78
Reserved Capacity[3]	**5.10**
Project Capacity	**1.81**
Available Recreation Acreage	**74.79**

1. Table 5c. Recreational Facilities

2. 2020 US Census; Policy 1.2.b, Recreation Element

Formula: 10,574 persons / (5 acres / 1,000 persons)

3. Table 1

The City of Alachua currently has excess recreation area acreage. In addition, will provide recreational areas. The residential development is anticipated to not adversely impact the City's existing recreational infrastructure.

Solid Waste

Table 6a. Solid Waste Impacts - Final Development Orders		
System Category	**Lbs Per Day**	**Tons Per Year**
Existing Demand[1]	43,024.00	7,851.88
Reserved Capacity[2]	**36,992.38**	**6,751.11**
Project Capacity	**1,450.00**	**264.63**
New River Solid Waste Facility Capacity[3]	**50 years**	

1. Bureau of Economic & Business Research, University of Florida, Estimates of Population (2020); Policy 2.1.a, CFNGAR Element

Formula: 10,574 persons x 0.73 tons per year

2. Table 1

3. New River Solid Waste Association, April 2022

The City's solid waste facility has sufficient capacity to adequately serve the proposed residential development. The residential development is not anticipated to adversely impact the City's adopted LOS for this system.

LOCAL AREA SCHOOLS

Student Generation Multipliers			
	Elementary	Middle	High
Single Family Rates	0.12	0.06	0.09
Briarwood 2 &3 (145 DU)	21	9	13
Source: 2021-2022 Alachua County Public Schools Five Year District Facilities Plan			

The project generates a demand of **21 elementary, 9 middle, and 13 high school student stations** to this system**.** The residential development is not anticipated to adversely impact the adopted LOS for this system.

SPRUCE CREEK
Civil Engineering, Inc

COMPREHENSIVE PLAN CONSISTENCY MEMO

To:	Adam Hall, AICP, City of Alachua Planning & Community Development
From:	David F Glunt P.E.
Date:	July 30, 2019
RE:	Briarwood Phases 1A, 1B, 2 and 3

This application is for a 229-lot single-family detached subdivision on ±74.17 acres of Alachua County Tax Parcels 03044-011-001, 03044-011-002, 03044-011-003 and 03044-010-003. The site is located north of the US Highway 441 on CR 235-A. The onsite Future Land Use (FLU) category is Moderate Density Residential and the Zoning District classification is Residential Single Family 4(RSF-4), which allows up to four (4) dwelling units per acre. The Benton Hills preliminary plat was previously approved for 210 lots in 2016 for the subject parcel. The site is proposed to be developed in 4 phases. The developer's future development plans will consist of providing medium density residential and town center commercial components to be constructed in 3 additional phases on the properties to the south.

The following narrative explains the project's conformance and consistency to specific City of Alachua Comprehensive Plan Goals, Objectives, and Policies for this application. Conformance and consistency statements are provided in **bold**.

FUTURE LAND USE ELEMENT

Policy 1.2.a: Moderate density residential (0 to 4 dwelling units per acre): The moderate density residential land use category allows residential development at a maximum density of 4 dwelling units per acre. The following uses are allowed in the moderate density residential land use category:

1. Single family, conventional dwelling units;
2. Accessory dwelling units;
3. Manufactured or modular homes meeting certain design criteria;
4. Mobile homes only within mobile home parks;
5. Duplexes and quadplexes;
6. Townhomes;
7. Residential Planned Developments (PD-R);
8. Supporting community services, such as schools, houses of worship, parks, and community centers

The proposed subdivision has Moderate Density Residential FLU classification. This application seeks to permit 229 single-family dwelling units. The proposed 229 units over 74.17 acres yields 3.1 units per acre which is less than the allowable 4 units per acre.

Policy 2.4.b: Landscaping: Buffering – A buffer consists of horizontal space (land) and vertical elements (plants, berms, fences, walls) that physically separate and visually screen adjacent land uses. The City shall establish buffer yard requirements that are based on the compatibility of the adjacent uses and the desired result of the buffer.

Since the adjacent zonings are either residential or agricultural, landscape buffers are not required per Section 6.2.2(D)(3)(c). The developer is proposing to provide a perimeter landscape and stormwater tract along the north property line, adjacent to CR 235-A and along southern and eastern boundary. The landscape buffer area is adjacent to the property line with a planted, cascading, dry retention stormwater management system located internally in the tract. The western boundary and the far southern boundary are buffered with a stormwater tract with a cascading, dry retention stormwater management system that will be landscaped.

Policy 2.5.a: There shall be a minimum of 10% percent open space required. The City shall establish incentives for the provision of open space beyond minimum requirements.

The proposed development exceeds the 10% minimum open space requirement. Onsite open spaces are comprised of stormwater management facilities, landscaping, buffers, and a park.

Policy 2.5.b: Open space shall not be limited to unusable portions of project sites. A portion of open space shall be usable and functional.

The proposed development combines the onsite stormwater management facilities with a trail system which is enhanced with landscaping and a park.

GOAL 5: Development Standards: The City shall include provisions through its comprehensive plan amendment process, development review process and in its land development regulations for development standards that address natural features and availability of facilities and services. These development standards will strive to protect natural resources and public facility resources while allowing for innovative and flexible development patterns.

This application is consistent with the Comprehensive Plan and the RSF-4 development standards in the City of Alachua Land Development Code. The project was designed to maximize onsite natural features by utilizing the natural topography of the site.

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.

There are no onsite wetlands or flood prone areas onsite.

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.

There are no steep slopes onsite.

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

There are eight soil types located onsite:

3—Arredondo fine sand, 0 to 5 percent slopes (HSG: A)
5—Fort Meade fine sand, 0 to 5 percent slopes (HSG: A)
8—Millhopper sand, 0 to 5 percent slopes (HSG: A)
29—Lochloosa fine sand, 2 to 5 percent slopes (HSG: B)
30—Kendrick sand, 2 to 5 percent slopes (HSG: B)
33—Norfolk loamy fine sand, 2 to 5 percent slopes (HSG: B)
69—Arredondo fine sand, 5 to 8 percent slopes (HSG: A)
72—Lochloosa fine sand, 5 to 8 percent slopes (HSG: B)

According to the NRCS soil database, each of the eight sandy soil types mentioned above are conducive to residential developments with minimal limitations. Site design will address these limitations with an improved stormwater management system.

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.

There are no FEMA flood prone areas onsite.

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.

There are no wetlands located onsite. A "Protected Species and Wetland Assessment" of the site was performed by Universal Engineering Sciences on June 3rd, 2019 and determined that there are no endangered species on site.

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.

The site is not known to have listed species.

Objective 5.2: Availability of facilities and services: The City shall utilize a concurrency management system to ensure that the adopted level of service standards are maintained.

The Concurrency Impact Analysis report estimates the impacts that development of the subdivision will have on available public facilities and services. There are no anticipated impacts to facilities and/or services and are anticipated to operate below the adopted capacity.

Policy 5.2.a: All new development shall meet level of service requirements for roadways, potable water and sanitary sewer, stormwater, solid waste, public schools, and improved recreation in accordance with LOS standards adopted in the elements addressing these facilities.

Public facilities shall continue to operate at or below established LOS standards with the development of the project.

Policy 9.2: Any new residential subdivision within the corporate limits, where potable water service is available, as defined in Policy 4.2.a of the Community Facilities and Natural Groundwater Aquifer Recharge Element of the City of Alachua Comprehensive Plan, regardless of size, that is within either a Residential or Agriculture Future Land Use Map Designation shall connect to the City of Alachua's potable water system. Any new residential subdivision within the corporate limits, where wastewater service is available, as defined in Policy 1.2.a of the Community Facilities and Natural Groundwater Aquifer Recharge Element of the City of Alachua Comprehensive Plan, regardless of size, that is within a Residential Future Land Use Map Designation shall connect to the City of Alachua's wastewater system.

The proposed subdivision will connect to the City's potable drinking water system and sanitary sewer collection system.

TRANSPORTATION ELEMENT

Policy 1.2.b: The City shall establish the following access point requirements for City streets:

1. permitting 1 access point for ingress and egress purposes to a single property or development;
2. permitting 2 access points for ingress and egress to a single property or development if the minimum distance between the two access points exceeds 20 feet for a single residential lot or 100 feet for nonresidential development and new residential subdivisions;
3. permitting 3 access points for ingress and egress to a single property or development if the minimum distance between each access point is at least 100 feet for residential and non-residential development; or
4. permitting more than 3 access points for ingress and egress to a single property or development where a minimum distance of 1000 feet is maintained between each access point.

The site's proposed ingress/egress on CR 235-A is located at the previously approved access location. One additional ingress/egress on CR 235-A, approximately 700 feet to the north will operate as an emergency access. Two internal roads are designed for future expansion to the south and to the west of the subject site.

CONSERVATION AND OPEN SPACE ELEMENT

Objective 1.5:
Soils. The City shall protect soil resources through erosion and sedimentation control, by requiring proper design criteria on specific soils.

There are eight soil types located onsite:

3—Arredondo fine sand, 0 to 5 percent slopes (HSG: A)
5—Fort Meade fine sand, 0 to 5 percent slopes (HSG: A)
8—Millhopper sand, 0 to 5 percent slopes (HSG: A)
29—Lochloosa fine sand, 2 to 5 percent slopes (HSG: B)
30—Kendrick sand, 2 to 5 percent slopes (HSG: B)
33—Norfolk loamy fine sand, 2 to 5 percent slopes (HSG: B)
69—Arredondo fine sand, 5 to 8 percent slopes (HSG: A)
72—Lochloosa fine sand, 5 to 8 percent slopes (HSG: B)

According to the NRCS soil database, each of the eight sandy soil types mentioned above are conducive to residential developments with minimal limitations. Site design will address these limitations with an improved stormwater management system.

> Objective 1.10: Wetlands. The City shall protect and preserve wetland values and functions from adverse, human caused, physical and hydrologic disturbances.

The ±74.17-acre subject property does not contain onsite wetland features, as evidenced by the "Protected Species and Wetland Assessment" performed by Universal Engineering Sciences on June 3rd, 2019.

COMMUNITY FACILITIES AND NATURAL GROUNDWATER AQUIFER RECHARGE ELEMENT

> GOAL 3:
> Stormwater. Develop and maintain a stormwater management system that minimizes flooding, protects, preserves and enhances desirable water quality conditions, and, where possible, preserves and utilizes existing natural features.

The stormwater management system will be designed to maximize distribution of surface water runoff and utilize cascading dry retention systems to maximize aquifer recharge. Existing low areas are reserved for stormwater management applications to minimize onsite grading and preserve predevelopment hydrology patterns.

> Objective 3.3:
> The City shall implement design guidelines for stormwater management facilities to promote dual use, protect natural features, and provide aesthetically pleasing facilities.
> Policy 3.3.a: Stormwater facility design shall incorporate the following features, where practicable:
> 1. Joint use of retention and detention basins for passive recreation, habitat and open space.
> 2. Use of vegetation, such as cypress and river birch, in retention and detention basin to enhance stormwater management objectives.
> 3. On-site retention and detention facilities shall be integrated with other elements of the proposed development through aesthetically sensitive design and the use of landscaping.
> 4. Maintain and enhance the existing hydrological and ecological function of stream or drainage corridors or wetland areas which serve stormwater facilities.
> 5. Where retention and detention basins are located along County roads or State roads, the basin design shall comply with the Gainesville Urbanized Area Metropolitan Transportation Planning Organization's drainage retention basin landscaping standards.

The proposed subdivision utilizes open space tracts for a "storm trail system" which will interconnect the onsite green spaces. The trail system will be designed in concert with the stormwater management system and onsite pocket parks. The stormwater management facilities will be landscaped to provide a more aesthetic park environment.

Bio-Tech Consulting Inc.
Environmental and Permitting Services

April 14, 2022

Craig Rouhier
Troon Creek LLC
643 Egret Place Drive
Winter Garden, FL 34787

Proj: Briarwood Phases 2-3
Alachua County, Florida
Section 08, Township 08 South, Range 18 East
(BTC File #1036-06)
Re: Wildlife Survey Report

Dear Mr. Rouhier:

During April of 2022, Bio-Tech Consulting Inc. (BTC) conducted a wildlife survey of the Briarwood Phases 2-3 project site. The ±44.98-acre project site is located north of Highway 441; south of NW 175th Avenue; east of NW 188th Street; and west of NW 173rd Street, within Section 08, Township 08 South, Range 18 East, Alachua County, Florida (Figures 1, 2 & 3). This wildlife assessment included an on-site evaluation to determine the occurrence of protected species of flora and fauna through direct and indirect observations in accordance with U.S. Fish and Wildlife Service (USFWS) and Florida Fish and Wildlife (FFWCC) agencies.

PROTECTED SPECIES

Using methodologies outlined in the Florida's Fragile Wildlife (Wood, 2001); Measuring and Monitoring Biological Diversity Standard Methods for Mammals (Wilson, et al., 1996); and Florida Fish and Wildlife Conservation Commission's (FFWCC's) Gopher Tortoise Permitting Guidelines (April 2008 - revised July 2020), an assessment for "listed" floral and faunal species was conducted at the site on April 1, 2022. (**Figure 5**).

Orlando: Main Office
3025 East South Street
Orlando, FL 32803

Jacksonville Office
11235 St Johns Industrial Pkwy N
Suite 2
Jacksonville, FL 32246

Tampa Office
6011 Benjamin Road
Suite 101-B
Tampa, FL 33634

Vero Beach Office
4445 North A1A
Suite 221
Vero Beach, FL 32963

Key West Office
1107 Key Plaza
Suite 259
Key West, FL 33040

Land & Aquatic Management
3825 Rouse Road
Orlando, FL 32817

407.894.5969
877.894.5969
407.894.5970 fax

info@bio-techconsulting.com www.bio-techconsulting.com

The survey covered approximately 100% of the subject site's developable area, included both direct observations and indirect evidence, such as tracks, burrows, tree markings and vocalizations that indicated the presence of species observed. The assessment focused on species that are "listed" by the FFWCC's Official Lists - Florida's Endangered Species, Threatened Species and Species of Special Concern (December 2018) that have the potential to occur in Seminole County (Table 1).

No plant species listed by either The Florida Department of Agriculture (FDA) or U.S. Fish and Wildlife Service (USFWS) was identified on the project site during the assessment conducted. The following is a list of those wildlife species identified during the evaluation of the site:

Reptiles and Amphibians
brown anole (*Norops sagrei*)
gopher tortoise (*Gopherus polyphemus*)

Birds
American Crow *(Corvus brachyrhynchos)*
Carolina Wren (*Thryothorus ludvicianus*)
Mourning Dove (*Zenaida macroura*)
Northern Cardinal (*Cardinalis cardinalis*)
Northern Mockingbird (*Mimus polyglottos*)
Red-shouldered Hawk (*Buteo lineaus*)
Turkey Vulture (*Cathartes aura*)

Mammals
Eastern cottontail (*Sylvilagus floridanus*)
gray squirrel (*Sciurus carolinensis*)
nine-banded armadillo (*Dasypus novemcinctus*)
raccoon (*Procyon lotor*)

One (1) of the above identified species is identified in the FFWCC's Official Lists - Florida's Endangered Species, Threatened Species and Species of Special Concern (June 2021). This species is the gopher tortoise (*Gopherus polyphemus*). The gopher tortoise is currently listed as "Threatened" by the State. The following provides a brief description of particular wildlife species as they relate to the development of the site.

Gopher Tortoise (Gopherus polyphemus)
State Listed as "Threatened" by FFWCC

Currently the gopher tortoise *(Gopherus polyphemus)* is classified as a "Category 2 Candidate Species" by USFWS, and as of September 2007 is now classified as "Threatened" by FFWCC. The basis of the "Threatened" classification by the FFWCC for the gopher tortoise is due to habitat loss and destruction of burrows. Gopher tortoises are commonly found in areas with well-drained soils associated with the pine flatwoods, pastures and abandoned orange groves. Several other protected species have a possibility of occurring in this area, as they are gopher tortoise commensal species. However, none of these commensal species were observed during the survey conducted.

The site was surveyed for the existence of gopher tortoises through the use of pedestrian transects (Figure 4). The survey covered 100% of the suitable habitat present within the site's boundaries. Four (4) potentially occupied gopher tortoise burrows were observed and recorded using GPS technology. Based on four (4) potentially occupied burrows, it is estimated that approximately four (4) may be occupied by a tortoise. For small populations, we have experienced over time that occupancy rates are close to 100%. Therefore, for the purpose of estimating costs associated with the subject project, as many as four (4) gopher tortoises are estimated to occupy these burrows.

The FFWCC provides three (3) options for developers that have gopher tortoises on their property. These options include: 1) avoidance (i.e., 25-foot buffer around burrow), 2) preservation of habitat, and 3) off-site relocation. As such, resolution of the gopher tortoise issue will need to be permitted through FFWCC prior to any construction activities.

Indigo Snake (*Drymarchon couperi*)
Federally Listed as "Threatened" by USFWS

The indigo snake (*Drymarchon couperi*) is a federally threatened species. The basis for this listing was a result of dramatic population declines caused by over-collecting for the domestic and international pet trade as well as mortalities caused by rattlesnake collectors who gassed gopher tortoise burrows to collect snakes. Since its listing, habitat loss and fragmentation by residential and commercial expansion have become much more significant threats to the eastern indigo snake. This species is widely distributed throughout central and south Florida and primarily occurs in sandhill habitat in northern Florida and southern Georgia.

Due to the presence of gopher tortoises, a formal indigo snake survey may be required if requested by USFWS during the permitting process for the site. The survey can be accomplished from October 1st - April 30th for a minimum of five (5) surveys with two (2) days of optimal weather (overnight low temperature above 60º F).

Typically, USFWS requires indigo snake surveys on sites with more twenty-five (25) gopher tortoise burrows. Due to the very small gopher tortoise population on the site, a formal indigo snake survey is not likely to be required.

However, if required, the survey can be accomplished from October 1st thru April 30 for a minimum of five (5) surveys with 2 days of optimal weather (overnight low temperature above 60º F). At a minimum, the Corps permit – if applicable - will be conditioned for the use of the USFWS's "Standard Protection Measures for the Eastern Indigo Snake." It will also be conditioned "such that all gopher tortoise burrows, active or inactive, will be excavated prior to site manipulation in the vicinity of the burrow. If an eastern indigo snake is encountered, the snake must be allowed to vacate the area prior to additional site manipulation in the vicinity." Any permit will also be conditioned "such that holes, cavities, and snake refugia other than gopher tortoise burrows will be inspected each morning before planned site manipulation of a particular area, and, if occupied by an eastern indigo snake, no work will commence until the snake has vacated the vicinity of proposed work." As long as the above mentioned "Standard Protection Measures" are adhered to, the development activities associated with the subject site would result in a key determination of "may affect, but not likely to adversely affect" (NLAA) the eastern indigo snake. It should also be noted that Indigo snake mitigation may be purchased in lieu of conducting the indigo snake survey.

Bald Eagle (Haliaeetus leucocephalus)
State protected by F.A.C. 68A-16.002 and federally protected by both the Migratory Bird Treaty Act (1918) and the Bald and Golden Eagle Protection Act (1940)

In August of 2007, the US Fish and Wildlife Service (USFWS) removed the Bald Eagle from the list of federally endangered and threatened species. Additionally, the Bald Eagle was removed from FFWCC's imperiled species list in April of 2008. Although the Bald Eagle is no longer protected under the Endangered Species Act, it is still protected under the Bald and Golden Eagle Protection Act, the Migratory Bird Treaty Act, and FFWCC's Bald Eagle rule (Florida Administrative Code 68A-16.002 Bald Eagle (*Haliaeetus leuchocephalus*).

In May of 2007, the USFWS issued the National Bald Eagle Management Guidelines. In April of 2008, the FFWCC adopted a new Bald Eagle Management Plan that was written to closely follow the federal guidelines. In November of 2017, the FFWCC issued "A Species Action Plan for the Bald Eagle" in response to the sunset of the 2008 Bald Eagle Management Plan. Under the USFWS's management plans, buffer zones are recommended based on the nature and magnitude of the project or activity. The recommended protective buffer zone is 660 feet or less from the nest tree, depending on what activities or structures are already near the nest. As provided within the above referenced Species Action Plan, the USFWS is the regulating body responsible for issuing permits for Bald Eagles. In 2017, the need to obtain a State permit (FFWCC) for the take

of Bald Eagles or their nests in Florida was eliminated following revisions to Rule 68A-16.002, F.A.C. A USFWS Bald Eagle "Non-Purposeful Take Permit" is not needed for any activity occurring outside of the 660-foot buffer zone. No activities are permitted within 330 feet of a nest without a USFWS permit.

In addition to the on-site evaluation for listed species, BTC conducted a desktop review of FFWCC's database and Audubon's EagleWatch program database for recorded Bald Eagle nests within the surrounding 660 feet of the subject site. This review revealed that there are no Bald Eagle nests (through the 2016-2017 nesting season for FFWCC data and 2020-2021 nesting season for Audubon EagleWatch data) within 660 feet of the project site boundaries (**Figure 6**). Thus, no developmental constraints are expected with respect to Bald Eagle nests.

USFWS CONSULTATION AREAS

The USFWS have established "Consultation Areas" for certain listed species (see Figure 3). Generally, these consultation areas only become an issue if USFWS consultation is required, which is usually associated with permitting through the Army Corps of Engineers. The reader should be aware that species presence and need for additional review are often determined to be unnecessary early in the permit review process due to lack of appropriate habitat or other conditions. However, the USFWS makes the final determination.

Consultation areas are typically very regional in size, often spanning multiple counties where the species in question is known to exist. Consultation areas by themselves do not indicate the presence of a listed species. They only indicate an area where there is a potential for a listed species to occur and that additional review might be necessary to confirm or rule-out the presence of the species. The additional review typically includes the application of species-specific criteria to rule-out or confirm the presence of the species in question. Such criteria might consist of a simple review for critical habitat types. In other cases, the review might include the need for species-specific surveys using established methodologies that have been approved by the USFWS.

Following BTCs desktop review for USFWS Consultation Areas that may impact the site, it was found that the Briarwood Phases 2 & 3 property does not fall within any consultation areas.

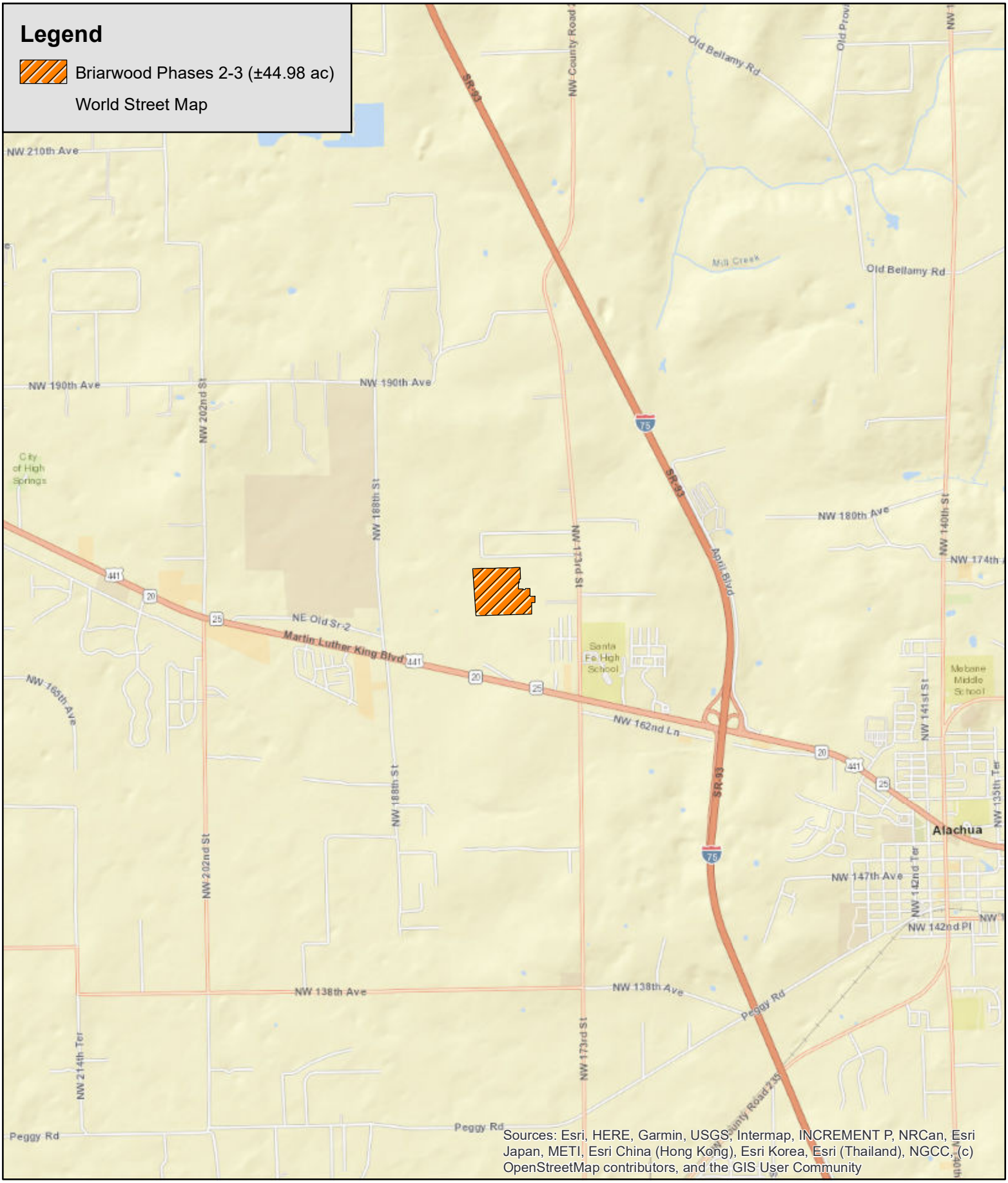
The environmental limitations described in this document are based on observations and technical information available on the date of the on-site evaluation. This report is for general planning purposes only. The limits of any on-site wetlands/surface waters can only be determined and verified through field delineation and/or on-site review by the pertinent regulatory agencies. The wildlife surveys conducted within the subject property boundaries do not preclude the potential for any listed species, as noted in the attached Table 1, currently or in the future. Should you have any questions or require any additional information, please do not hesitate to contact our office at (407) 894-5969. Thank you.

Regards,

Jared Brown
Field Biologist

Stephen Butler
Project Manager

Attachments,



Bio-Tech Consulting Inc.
Environmental and Permitting Services
3025 E. South Street Orlando, FL 32803
Ph: 407-894-5969 Fax: 407-894-5970
www.bio-techconsulting.com

Briarwood Phases 2-3
Alachua County, Florida
Figure 1
Location Map

N
W E
S

0.5
Miles

Project #: 1036-06
Produced By: JRB
Date: 4/14/2022



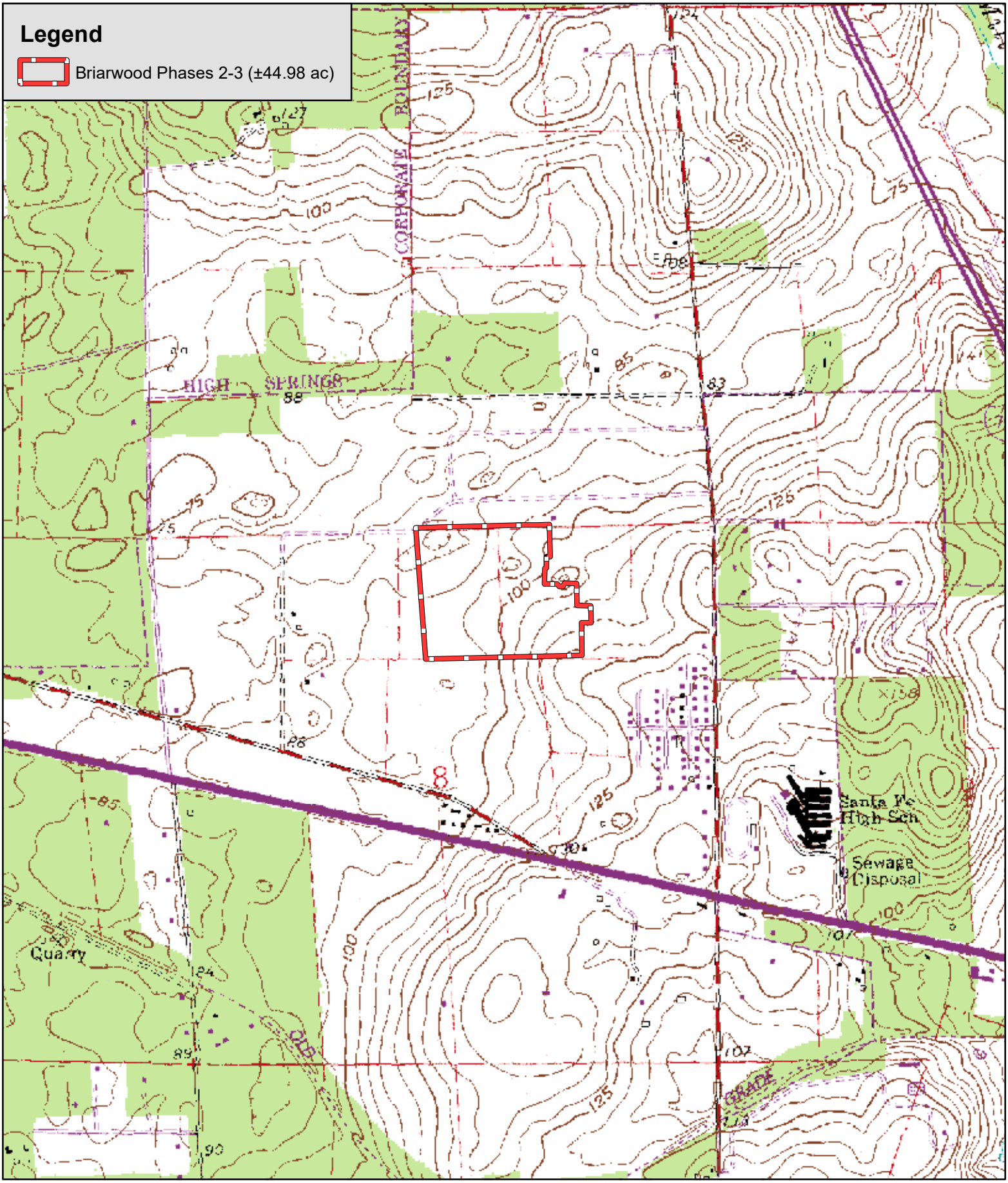
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Briarwood Phases 2-3
Alachua County, Florida
Figure 2
2020 Aerial Photograph

N
W E
S

190
Feet

Project #: 1036-06
Produced By: JRB
Date: 4/14/2022



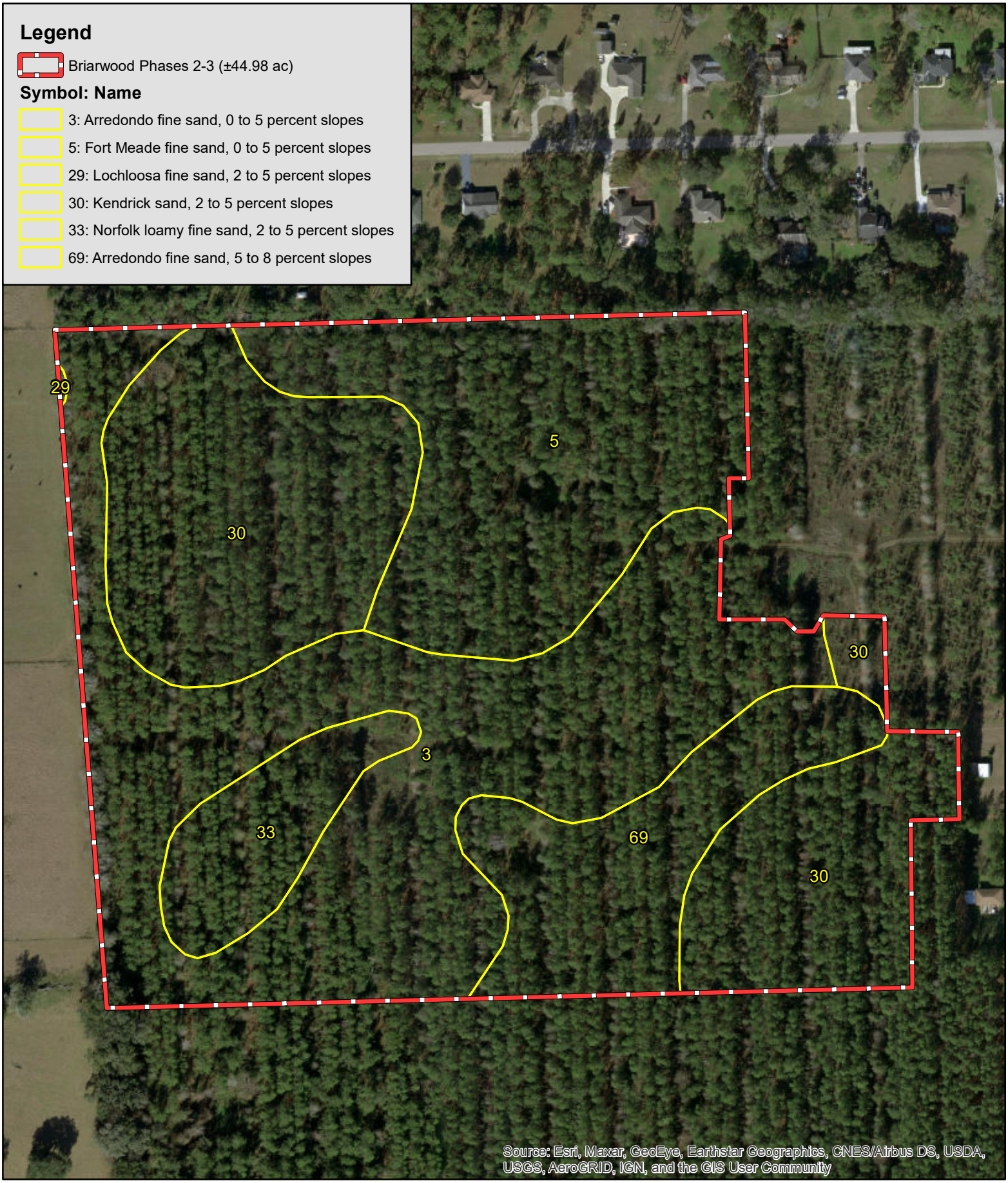
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Briarwood Phases 2-3
Alachua County, Florida
Figure 3
USGS Topographic Map

N
W E
S

1,000 Feet

Project #: 1036-06
Produced By: JRB
Date: 4/14/2022



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Briarwood Phases 2-3
Alachua County, Florida
Figure 4
SSURGO Soils Map

N
W E
S

0.035
Miles

Project #: 1036-06
Produced By: JRB
Date: 4/14/2022



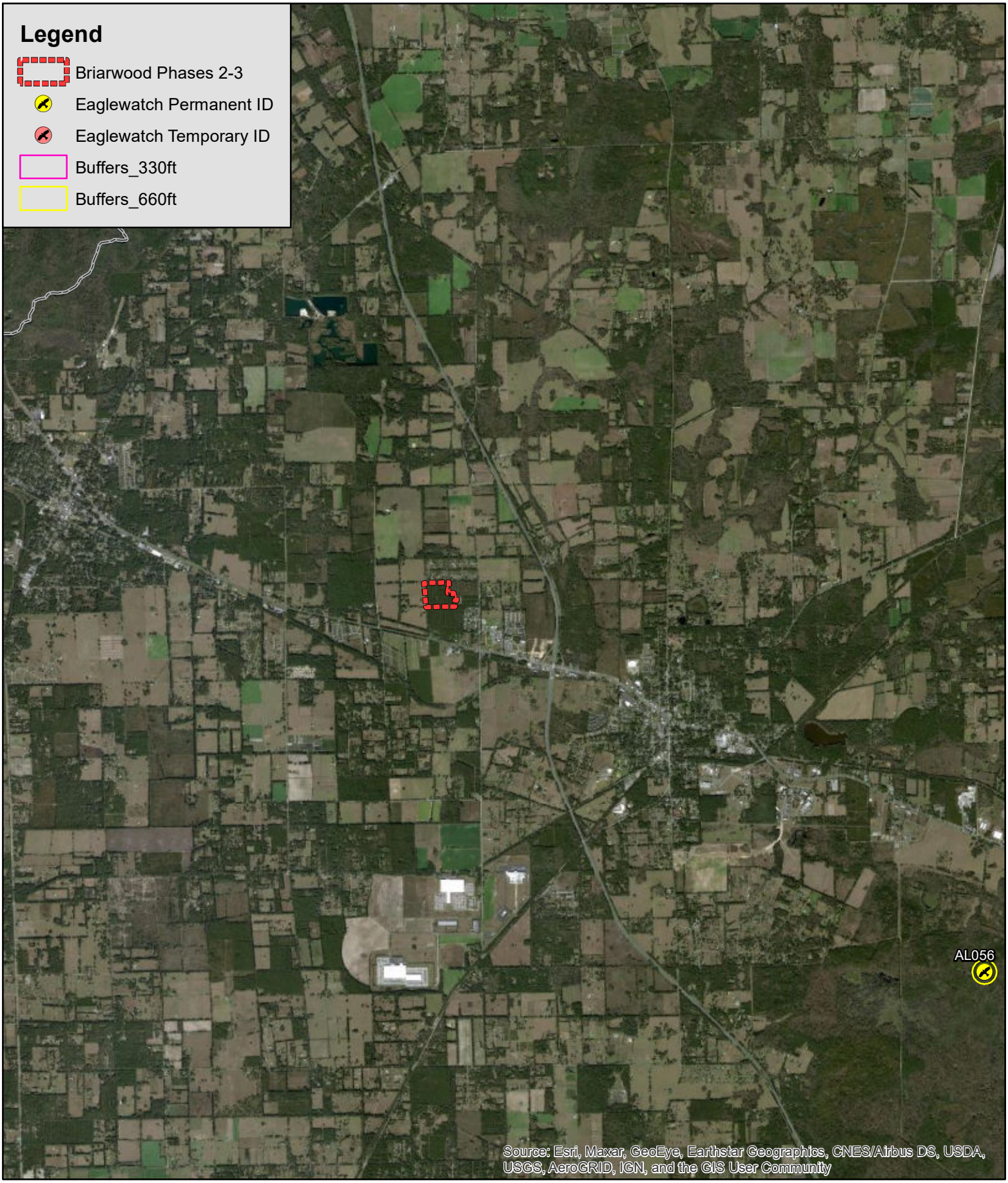
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Briarwood Phases 2-3
Alachua County, Florida
Figure 5
GT Survey Map

N
W E
S

270
Feet

Project #: 1036-06
Produced By: JRB
Date: 4/4/2022



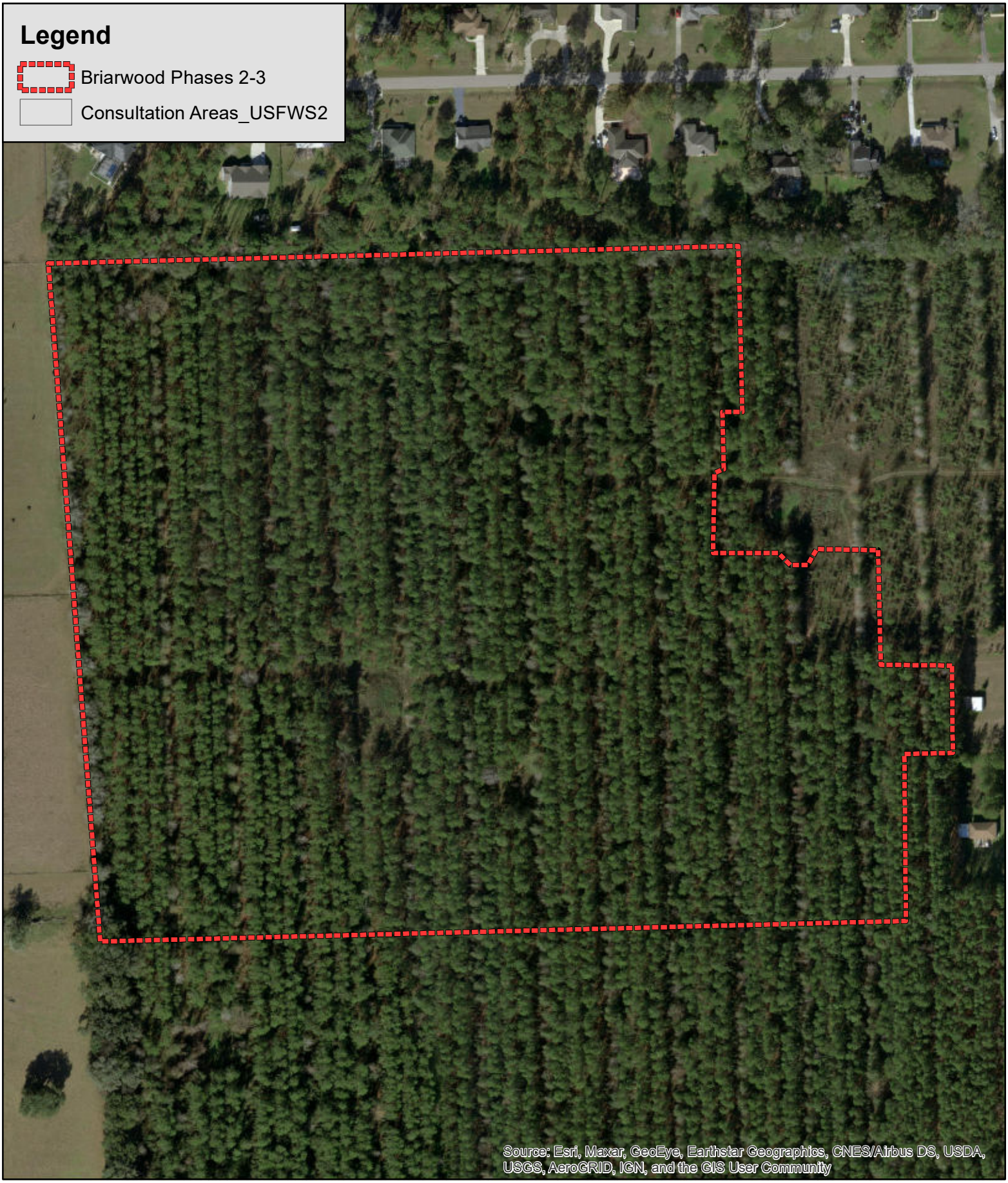
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Briarwood Phases 2-3
Alachua County, Florida
Figure 6
Wildlife Proximity Map

N
W E
S

0.95
Miles

Project #: 1036-06
Produced By: JRB
Date: 4/14/2022



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Briarwood Phases 2-3
Alachua County, Florida
Figure 7
USFWS Consultation Areas Map

N
W E
S

270
Feet

Project #: 1036-06
Produced By: SEB
Date: 4/14/2022

Table 1:

Potentially Occuring Listed Wildlife and Plant Species in Alachua County

Scientific Name	Common Name	Federal Status	State Status	Occurrence Status
FISH				
Acipenser oxyrinchus desotoi	Gulf Sturgeon	T	FT	C
AMPHIBIANS				
Ambystoma cingulatum	Frosted Flatwoods Salamander	T	FT	C
REPTILES				
Alligator mississippiensis	American Alligator	T(S/A)	FT	C
Drymarchon corais couperi	Eastern Indigo Snake	LT	FT	C
Gopherus polyphemus	Gopher Tortoise	C	ST	C
Lampropeltis extenuata	Short-tailed Snake		ST	C
Macrochelys suwanniensis	Suwannee Alligator Snapping Turltle		ST	P
Pituophis melanoleucus	Florida Pine Snake		ST	C
BIRDS				

Antigone canadensis pratensis	Florida Sandhill Crane		ST	C
Aphelocoma coerulescens	Florida Scrub-Jay	T	FT	C
Athene cunicularia floridana	Florida Burrowing Owl		ST	C
Egretta caerulea	Little Blue Heron		ST	C
Egretta tricolor	Tricolored Heron		ST	C
Falco sparverius paulus	Southeastern American Kestrel		ST	P
Mycteria americana	Wood Stork	T	FT	C
MAMMALS				
INVERTEBRATES				
Medionidus walkeri	Suwannee Moccasinshell	T	FT	P
Palaemonetes cummingi	Squirrel Chinmey Cave Shrimp	T	FT	P
VASCULAR PLANTS				
Adiantum tenerum	Brittle Maidenhair Fern		E	
Agrimonia incisa	incised groove-bur		T	
Asplenium monanthes	single-sorus spleenwort		E	
Asplenium pumilum	dwarf spleenwort		E	
Asplenium verecundum	modest spleenwort		E	
Blechnum occidentale var. minor	hammock fern		E	
Brickella cordifolia	Flyr's brickell-bush		E	
Callirhoe papaver	poppy mallow		E	
Calopogon multiflorus	many-flowered grass-pink		T	
Coelorachis tuberculosa	Piedmont jointgrass		T	
Ctenium floridanum	Florida toothache grass		E	
Forestiera godfreyi	Godfrey's swampprivet		E	
Hartwrightia floridana	hartwrightia		T	
Litsea aestivalis	pondspice		E	
Malaxis unifolia	green adder's-mouth orchid		E	
Matelea floridana	Florida spiny-pod		E	
Monotropa hypopithys	pinesap		E	
Myriopteris microphylla	southern lip fern		E	
Najas filifolia	narrowleaf naiad		T	
Pecluma plumula	plume polypody		E	
Persicaria meisneriana var. beyrichiana	branched tearthumb		E	
Pteroglossaspis ecristata	giant orchid		T	
Pycnanthemum floridanum	Florida mountain-mint		T	
Salix floridana	Florida willow		E	
Salvia urticifolia	nettle-leaved sage		E	
Sideroxylon alachuense	silver buckthorn		E	
Stylisma abdita	scrub stylisma		E	
Thelypteris reptans	creeping maiden fern		E	
Verbesina heterophylla	variable-leaf crownbeard		E	
Zephyranthes simpsonii	redmargin zephyrlily		T	

FEDERAL LEGAL STATUS

LE-Endangered: species in danger of extinction throughout all or a significant portion of its range.

LT-Threatened: species likely to become Endangered within the foreseeable future throughout all or a significant portion of its range.

E(S/A)-Endangered due to similarity of appearance to a species which is federally listed such that enforcement personnel have difficulty in attempting to differentiate between the listed and unlisted species.

T(S/A)-Threatened due to similarity of appearance (see above).

PE-Proposed for listing as Endangered species.

PT-Proposed for listing as Threatened species.

C-Candidate species for which federal listing agencies have sufficient information on biological vulnerability and threats to support proposing

XN-Non-essential experimental population.

MC-Not currently listed, but of management concern to USFWS.
N-Not currently listed, nor currently being considered for listing as Endangered or Threatened.

STATE LEGAL STATUS - ANIMALS

LE-Endangered: species, subspecies, or isolated population so few or depleted in number or so restricted in range that it is in imminent danger of extinction.
LT-Threatened: species, subspecies, or isolated population facing a very high risk of extinction in the future.

LS-Species of Special Concern is a species, subspecies, or isolated population which is facing a moderate risk of extinction in the future.
PE-Proposed for listing as Endangered.

PT-Proposed for listing as Threatened.
PS-Proposed for listing as Species of Special Concern.
N-Not currently listed, nor currently being considered for listing.

STATE LEGAL STATUS - PLANTS

LE-Endangered: species of plants native to Florida that are in imminent danger of extinction within the state, the survival of which is unlikely
LT-Threatened: species native to the state that are in rapid decline in the number of plants within the state, but which have not so decreased in number as to cause them to be Endangered.

PE-Proposed for listing as Endangered.

PT-Proposed for listing as Threatened.
N-Not currently listed, nor currently being considered for listing.

COUNTY OCCURRENCE STATUS

Vertebrates and Invertebrates:
C = Confirmed

P = Potential
N = Nesting

Plants, Natural Communities, and Other:
C = Confirmed
R = Reported

** See Rank and Status Explanations and Definitions, Special Animal Listings - Federal and State Status

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 3296547 99 PG(S)
November 10, 2020 02:25:24 PM
Book 4830 Page 1495
J K JESS IRBY, ESQ Clerk Of Court
ALACHUA COUNTY, Florida



This Instrument Prepared By:
Brett Kinsey, Esq.
Nelson Mullins Broad and Cassel
1905 NW Corporate Blvd., Suite 310
Boca Raton, Florida 33431

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF BRIARWOOD

This Declaration of Covenants, Conditions and Restrictions is hereby made this 10th day of November 2020 by Troon Creek LLC, a Florida limited liability company (the "Declarant") whose mailing address is 405 Cinnamon Oak Court, Lake Mary, Florida 32746.

WITNESSETH:

Declarant is the record title owner in fee simple of the property described in **Exhibit "A"** attached hereto and made a part hereof (the "Property"); and

Troon Creek LLC, for purposes of this Declaration will be the Declarant; and

Declarant hereby desires to subject the Property, to be known as Briarwood, to the covenants, conditions and restrictions contained in this Declaration.

Declarant intends, but shall not be required, to develop the Property as a residential community and sell Lots to Builders who intend, but are not required, to construct single family homes upon the Property as a residential community, provided that in any event such construction will be subject to the covenants, conditions, restrictions, reservations, easements, liens and charges hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the protective covenants, conditions, restrictions, reservations, easements, liens and charges as hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and plan of development for the same. Said covenants, conditions, restrictions, reservations, easements, liens and charges shall run with the Property, and shall be binding upon all parties having and/or acquiring any right, title or interest in said property or any portion thereof and shall inure to the benefit of each and every person or party, from time to time, owning or holding an interest in said Property.

ARTICLE I

DEFINITIONS

The following words and terms when used in this Declaration or any Supplemental Declaration hereto or any amendment thereto (unless the context shall clearly indicate otherwise) shall have the following meanings:

Section 1. "Articles" mean and refer to the Articles of Incorporation of Briarwood Homeowner's Association of Alachua, Inc., a Florida corporation not-for-profit, attached hereto as **Exhibit "B"**, and all exhibits which are attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

Section 2. "Association" means Briarwood Homeowners Association of Alachua, Inc., a not-for-profit Florida corporation, its successors and assigns.

Section 3. "Board of Directors" or "Board" shall mean the Board of Directors of the Association.

Section 4. "Builder" means any person or entity that purchases more than one Lot from the Declarant or other third-party for the purpose of constructing Homes on such Lots for sale to third-party purchasers, which shall specifically include D.R. Horton, Inc., a Delaware corporation.

Section 5. "Bylaws" mean the Bylaws of Briarwood Homeowner's Association of Alachua, Inc., attached hereto as **Exhibit "C"** and all exhibits attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

Section 6. "Common Area" is the property owned by or dedicated to the Association for the common use and enjoyment of the Members and all improvements constructed thereon and such other property as determined by Declarant, in its sole and absolute discretion, which may include entrance features, street lighting, signage, mail kiosks, landscape buffers, the Surface Water Management System, and open space, which are owned by or dedicated to the Association. The City of Alachua does not insure common areas, dedicated tracts or recreational facilities associated with Briarwood.

Section 7. "Community" or "Briarwood Homeowner's Association of Alachua, Inc." means the planned community planned for development upon the Property described in Exhibit "A" or any property annexed as provided herein; the said being within the County, in the State of Florida.

Section 8. "County" shall mean Alachua County, Florida.

Section 9. "Declarant" means Troon Creek, LLC, or any successor of Declarant who may be assigned all or a part of the rights and obligations of Declarant pursuant to a written assignment executed by Declarant and recorded among the Public Records of the County, in the State of Florida. If Declarant assigns only a portion of its rights and obligations as Declarant hereunder to an assignee, then the term Declarant as used in this Declaration shall mean such assignee only when necessary to give such assignee the rights and obligations of Declarant hereunder which were assigned to such assignee to the same extent as if such assignee had been the original Declarant, and said assignee shall not have any of the rights and obligations of Declarant hereunder which were not specifically assigned to such assignee. Until such time that all Lots are sold by Declarant or assigned in full by the Declarant, the Declarant for the purposes

of this Declaration even if a partial assignment of its rights have otherwise been assigned to another party shall be Troon Creek, LLC.

Section 10. "Declaration" means this instrument, together with the exhibits attached hereto and made a part hereof, and shall include such amendments and Supplemental Declarations, if any, as may be adopted from time to time pursuant to the terms hereof.

Section 11. "Development Period" means the period of time from the recording of this Declaration until the Declarant, or its successors or assigns, has sold the last Lot within the Property or any property annexed to the Property and becoming a part of the Property as provided herein to third-party purchasers other than Builders.

Section 12. "Governing Documents" means the Declaration, Articles, Bylaws, and Rules governing the administration and operation of the Community.

Section 13. "Home" is a single-family dwelling constructed upon and including a Lot.

Section 14. "Institutional First Mortgage" is a mortgage executed in favor of an Institutional First Mortgagee, which mortgage is a first and prior mortgage encumbering a Home.

Section 15. "Institutional First Mortgagee" is a bank, federal savings bank, and loan association, any insurance company, pension fund, real estate trust, Federal National Mortgage Association or its assigns, Federal Home Loan Mortgage Company or its assigns, or any other party engaged in the business of mortgage financing, which owns or holds a first and prior mortgage encumbering a Home, and shall include any corporate subsidiary of such entity.

Section 16. "Lot" is a designated lot within the Property described on the Plat or any property annexed thereto and becoming a part of the Property conveyed or to be conveyed to an Owner upon which there has been constructed or will be constructed a Home.

Section 17. "Member" is every person or entity who is a Member in the Association by ownership of a Lot or as otherwise provided herein in accordance with Article IV hereof and the Bylaws.

Section 18. "Owner" is the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those parties having such interest merely as security for the performance of any obligation.

Section 19. "Plat" is the Plat of the Property to be recorded in the Public Records of Alachua County, State of Florida, as the same may be amended or re-platted from time to time. The term Plat shall also include any additional plats or re-plats of property subsequently added to the terms of this Declaration by a Supplemental Declaration.

Section 20. "Permit" shall mean Environmental Resource Permit or other permits issued for Surface Water Management Systems (hereinafter defined) by the WMD (hereinafter defined).

Section 21. "Property" is the property described in **Exhibit "A"** and such additions thereto as may hereafter be brought within the jurisdiction of the Association and subject to the terms of this Declaration.

Section 22. "Rules" are collectively the rules and regulations which the Board of Directors of the Association may promulgate or impose and thereafter modify, alter, amend, rescind and augment any of the same with respect to the use, operation, and enjoyment of the Property and any improvements located thereon.

Section 23. "Supplemental Declaration" shall mean and refer to an instrument filed in the Public Records of the County pursuant to Article II, Section 3 which subjects additional property to this Declaration, creates additional classes of members, and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument. The Declarant may, by Supplemental Declaration, create additional classes of membership with such rights, privileges and obligations as may be specified in such Supplemental Declaration in recognition of the different character and intended use of the property subject to such Supplemental Declaration.

Section 24. "Surface Water Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to section 62-330, F.A.C. The Surface Water Management System facilities are located on land that is owned by or dedicated to the Association or located on land that is subject to an easement in favor of the Association and its successors.

Section 25. "WMD" shall mean and refer to the Suwannee River Water Management District.

Section 26. "Vacant Lot" shall mean any Lot not improved with a Home as evidenced by a certificate of occupancy or similar approval or occupied by the Owner or any third party.

The foregoing definitions shall be applicable to this Declaration and to any Supplemental Declaration hereto or any amendment to this Declaration, unless otherwise expressly provided herein or therein.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County, and is the property described in **Exhibit "A"**, and such additions as may hereafter be brought within the jurisdiction of the Association and subject to the terms of this Declaration, less the portions thereof dedicated and/or conveyed to other entities or subsequently withdrawn herefrom.

Section 2. Application of Declaration. The Property shall be held, transferred, sold, conveyed and occupied subject to the terms and conditions of this Declaration, and any and all supplements and lawful amendments hereto and any and all supplements and lawful amendments thereto. By receipt of delivery of a deed to any of the Property or other instrument evidencing ownership, whether or not it shall be so expressed in any such deed or other conveyance or adjudication, each Owner hereby agrees to abide by and accept title to such portion of the Property and all terms and provisions of this Declaration. The filing of this Declaration and subjecting the Property to the covenants, conditions, restrictions, reservations, easements, liens and charges contained herein shall not be construed in any way as inhibiting or prohibiting the Declarant from conveying the Lots or improvements within the Property to third parties free and clear of any covenants, conditions, restrictions, reservations, easements, liens and charges, except for those specifically provided for in this Declaration. Lots so conveyed by the Declarant to third parties shall be used and held by said third parties in accordance with this Declaration.

Section 3. Additional Property. Additional property may become subject to this Declaration or be withdrawn from the terms of this Declaration in the following manner:

(a) Annexation Without Approval of Class "A" Membership. As the owner thereof, or if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege and option, from time to time at any time to annex and subject to the provisions of this Declaration and the jurisdiction of the Association, all or any portion of the real property described in a Supplemental Declaration. Such Supplemental Declaration shall not require the consent of the Members or Institutional Mortgagees. Any such annexation shall be effective upon the filing of record of such Supplemental Declaration unless otherwise provided therein. Declarant shall have the unilateral right to transfer to any other person said right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transfer or assignment is memorialized in a written, recorded instrument executed by Declarant. Notwithstanding the foregoing, nothing herein shall be construed as an obligation of Declarant to annex in additional Property to the Community or to construct the Community pursuant to the plan of development approved on the date of this Declaration, which may be modified by the Declarant in the future.

(b) Annexation With Approval of Class "A" Membership. Subject to the consent of the owner thereof, after the expiration of the Class B membership the Association may annex additional real property to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of not less than sixty-seven (67%) percent of the Class "A" Members of the Association. Annexation shall be accomplished by filing of record in the public records of the County, a Supplemental Declaration describing the property being annexed. Any such Supplemental Declaration shall be signed by an authorized officer of the Association, and by the owner of the property being annexed, and any such annexation shall be effective upon filing unless otherwise provided therein. The relevant provisions of the Bylaws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for and the proper form of notice of any meeting called for the purpose of considering annexation of property pursuant to this Section and to ascertain the presence of a quorum at such meeting.

(c) Acquisition of Additional Common Area. Declarant may convey to the Association additional real property, or any interest therein, improved or unimproved, and upon conveyance or dedication to the Association the same shall be accepted by the Association and thereafter shall be maintained by the Association at its expense as a Common Area for the benefit of all of its Members. Annexation of additional property or future development phases of the Community, if annexed herein, may result in additional Common Areas being owned and maintained by the Association and conveyance of Common Areas therein shall not require the consent of any other Owner or Builder.

(d) Withdrawal of Property. Declarant shall be entitled to withdraw portions of the Property owned by Declarant from the terms and conditions of this Declaration, subject to the terms and conditions of this Section. For purposes of this Declaration, the portion of the Property withdrawn from the terms hereof shall be referred to as the "**Withdrawn Property**." In order to withdraw such portion of the Property from the terms of this Declaration, Declarant shall record in the Public Records of the County an instrument executed with the formalities of a Deed, which instrument shall make reference to this Declaration, state that the purpose of the instrument is to withdraw the Withdrawn Property from the terms and conditions of this Declaration, and contain a legal description of the Withdrawn Property. Declarant shall have the right to withdraw portions of the Property from the terms and conditions of this Declaration without the joinder, ratification or approval of the Association, any Owner, or any lienholder, provided that Declarant is the fee simple owner of the Withdrawn Property, and provided that the withdrawal of the Withdrawn Property shall not result in a material change to the scheme of development of the Community. Upon the withdrawal of the Withdrawn Property from the terms and conditions of this Declaration, the Withdrawn Property shall no longer be subject to the terms of this Declaration, including all exhibits hereto, or any other covenants, restrictions and/or regulations provided herein or adopted hereunder, except for those easements, rights-of-way, or other portions hereof which, by their terms, specifically survive the termination of this Declaration, which shall include the withdrawal of such lands from the terms and conditions of this Declaration.

(e) Amendment. This Article II, Section 3 shall not be amended without the prior written consent of Declarant, during the Development Period or so long as the Declarant holds Lots or Homes for sale in the ordinary course of business.

ARTICLE III

MEMBERSHIP

Section 1. Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject to the covenants, conditions, restrictions, reservations, easements, liens and charges, of this Declaration, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Lot owned. Membership shall be appurtenant to a Lot and may not be separated from ownership of the Lot. Ownership of a Lot shall be the sole qualification for membership. The Owner of record of each Lot shall be subject to assessment by

the Association, as hereinafter provided, and shall be subject to enforcement by the Association in accordance with the terms and provisions of this Declaration.

ARTICLE IV

VOTING RIGHTS

The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be those Owners defined in Article III with the exception of the Declarant until the expiration of the Class B membership when the Class B memberships convert to Class A memberships. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Article III. When more than one (1) person or entity holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. Declarant shall be the Class B Member. The Class B Member shall be entitled to three (3) votes for each Lot owned by a Class A Member. Notwithstanding the foregoing, the Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier, unless otherwise required by Florida law:

(a) Three (3) months after ninety (90%) percent of the Lots have been conveyed to third-party purchasers; provided, however, this event shall be deemed not to have occurred if a Lot is conveyed to a Builder who becomes a successor Declarant by assignment of the original Declarant's rights; or

(b) Thirty (30) days after Declarant elects to terminate the Class B membership by delivery to the Secretary of the Association of a certificate in recordable form signed by Declarant stating that Declarant elects to terminate the Class B membership; or

(c) As required by Florida law.

Upon the conversion of the Class B membership to Class A membership, the Declarant shall be entitled to one vote for each Lot they own in the same manner as all other Class A Members.

Notwithstanding the foregoing, Declarant shall be entitled to appoint at least one (1) member of the Board of Directors of the Association as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots within the Property. After Declarant relinquishes control of the Association, Declarant may exercise the right to vote any Declarant owned voting interest in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting the majority of the Members of the Board of Directors.

ARTICLE V

PROPERTY RIGHTS

Section 1. Community Common Area. The Association shall have Common Area that may include open space, Surface Water Management Systems, landscape buffers, mail kiosks and related parking, and signage, and the following provisions shall apply to any the foregoing and any other real property Common Areas now or hereinafter owned by, dedicated to or for the benefit of the Association.

Section 2. Membership Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the non-exclusive use of the Common Area, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association, in accordance with its Articles of Incorporation and Bylaws, to borrow money for the purpose of improving the Common Area, and in aid thereof, to mortgage said Common Area, provided, the rights of such mortgagee in said Common Area shall be subordinate to the rights of the Owners hereunder. The right to mortgage the Common Area provided herein shall not become effective until a Home has been constructed upon each Lot within the Property and each Lot has been conveyed from the Declarant or a Builder to a purchaser. No such rights to mortgage shall be effective unless approved by an affirmative vote of two-thirds of the Members at a duly noticed meeting for the purpose of approving such mortgage.

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes, and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless approved by an affirmative vote of two-thirds of the Members at a duly noticed meeting and the vote of the Class B membership, if any, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Member not less than thirty (30) days nor more than sixty (60) days in advance of the duly called meeting at which the vote on such dedication or transfer is held;

(c) The right of the Declarant or the Association to establish, from time to time, certain easements over the Common Area for utilities, broadband communications, cable television and other common services purposes;

(d) The right of the Association to charge reasonable fees for the use of designated facilities (if any) on the Common Area and to temporarily close facilities for repair or maintenance;

(e) Existing easements and agreements of record and those easements granted by the Declarant or the Association in accordance herewith and on the Plat. Recordation of an additional easement document in the public records shall not be required in order to effectuate such easements;

(f) Easements referred to in Article X hereof;

(g) The right to the use and enjoyment of the Common Area and facilities thereon, once construction has been completed, shall extend to all Members and their family, tenants, contract purchasers and invited guests, provided there is delegation of the right of enjoyment in accordance with the Bylaws and subject to regulation from time to time by the Association in its Rules;

(h) Access to certain Common Area within the Property may not be obtained from an Owner's or Member's Lot or other Common Area or publicly dedicated streets or properties. Thus, to obtain access to certain Common Area for which access cannot be obtained from the Owner's or Member's Lot, other Common Area or publicly dedicated streets or properties, the Owner or Member shall need to obtain the permission of an Owner whose Lot is contiguous to said Common Area. The fact that a Member or Owner shall not have access to certain Common Area from his or her Lot, Common Area or publicly dedicated streets or properties does not allow an Owner to avoid liability for Assessments provided for in Article VI of this Declaration; and

(i) The other provisions of this Declaration, the Articles and Bylaws, as the same may be amended from time to time.

Section 3. Common Area.

(a) Ownership. The Declarant hereby represents that the fee simple title to the Common Area has been or will be conveyed to the Association and the Association shall maintain the Common Area from and after the recording of this Declaration. In addition, any easement granted in favor of the Association shall be maintained by the Association in accordance with the terms of any such grant or dedication as if such easements were Common Areas; provided, however, the use and enjoyment of such easements shall be limited to the purpose for which they were intended. The Association shall be obligated to accept conveyance of any Common Areas or grants of easements from the Declarant or third parties as deemed necessary or advisable by Declarant. The Association shall have the right to promulgate rules and regulations for the use of Common Areas and such restrictions shall be enforceable against all Owners and their guests, tenants and invitees.

(b) Maintenance. The Association shall be responsible for the maintenance of the Common Areas in a continuous and satisfactory manner in good order, condition, and repair. In addition, the Association shall replace as scheduled any and all improvements situated on the Common Areas (upon completion of construction), including, but not limited to, all landscaping, paving, street lighting fixtures, signs, common irrigation systems, drainage facilities, and other structures, including entry features, perimeter fences, gates or signage installed by the Declarant or the Association, but excluding any public utilities and municipal or County improvements, facilities and rights of way. The Association shall be authorized, but not required, to provide other services, such as providing emergency repairs and perform other work on Lots reasonably necessary for the proper maintenance and operation of the Community and shall have easement rights necessary to perform same. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through Assessments as provided in this Declaration;

provided, however, that the cost of any maintenance, repair or replacement caused by the negligent conduct of an Owner or its guest, tenants or other invitees or by the failure of an Owner to comply with the lawfully adopted rules and regulations of the Association shall be levied as an Individual Assessment against such Owner individually. No Owner may waive or otherwise escape liability for the Assessments for such maintenance by non-use of the Common Areas or abandonment of his right to use the Common Areas. All governmental and or regulatory permits issued to the Declarant for construction and improvement of the "Briarwood" Subdivision that require ongoing reporting and adherence to such permits shall be administered and adhered to by the Association until such time that all governmental or regulatory agency requirements have been satisfied. It is expressly understood that this provision and any costs associated with this provision shall be borne by the Association.

(c) Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable Rules and regulations governing the Common Areas, which Rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines levied in accordance with the Declaration and applicable law and suspension of the right to vote. The Board of Directors shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided herein and in the Bylaws of the Association.

(d) Association's Obligation to Indemnify. Association and Owners each covenant and agree jointly and severally to indemnify, defend and hold harmless Declarant and its officers, directors, shareholders, and any related persons or corporations and their employees from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas or other property serving Association, and improvements thereon, or resulting from or arising out of activities or operations of the Association or Owners, and from and against all costs, expenses, court costs, attorneys' fees and paraprofessional fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall be operating expenses of the Association to the extent such matters are not covered by insurance maintained by the Association.

Section 4. Declarant's Reserved Rights. Notwithstanding any provision herein to the contrary, the property rights under this Article V shall be subject to:

(a) The right of Declarant to execute all documents and take such actions and do such acts affecting the Property or the Common Area which, in the Declarant's sole discretion, are desirable or necessary to facilitate the Declarant's or any Builder's development, construction, sales and marketing of the Property. However, nothing contained herein shall authorize Declarant or any Builder to take any action that will diminish the rights of any lienholder or the holder of any mortgage on any Lot or on the Common Area; take any action that will affect title to any of the Lots after conveyance to third parties; or unilaterally change the Declaration, Articles,

Bylaws and Rules in violation of Chapter 720, Florida Statutes, after the Class B membership has terminated.

(b) Easements of record on the date hereof and any easements which may hereafter be granted by Declarant to any public or private utilities or governmental bodies for the installation and maintenance of cable television, electrical and telephone conduit and lines, sewers or water pipes, or any other utilities or services to any Lots within the Property or any portion of the Common Area or such easements as Declarant may determine are necessary or beneficial for the maintenance or preservation of the Property.

(c) The Declarant and Builders shall have full rights of ingress and egress to and through, and over and about the Property, including all Common Areas, during the Development Period and such additional period of time as Declarant or any Builder(s) are engaged in any development, construction or improvement work, sales, leasing or marketing of the Community on or within the Property, and the Declarant and any Builder(s) shall further have an easement thereon for the purpose of storage of materials, vehicles, tools, equipment, etc., which are being utilized in such development or construction and for the use and maintenance of signs, banners, and the like being used in connection with the sale or promotion of the Property, or any portion thereof. The Declarant and Builders shall further have the right to operate and maintain models, sales centers and leasing offices and to operate and open gates and access to the Community to facilitate sales and marketing of the Community in Declarant's sole and absolute discretion during the Development Period and such additional period of time as Declarant is engaged in any construction or improvement work, sales, leasing or marketing of the Community or within the Property. No Owner, his guests, employees, servants, agents and invitees shall in any way interfere or hamper Declarant or any Builder, or their agents, servants, employees, invitees, successors or assigns, in connection with such construction, development, promotion or sales activity.

(d) The Declarant shall have full right to assign any or all of its right, title and interest in the Property, both as Declarant and as a Member of the Association, to another party by the execution and recording of a proper instrument in the Public Records of the County. This provision shall not, however, be construed to allow Declarant to assign a membership in the Association in a transaction separate from ownership of a Lot. Notwithstanding the foregoing, the Declarant, in its sole discretion, shall also have the right to grant a Builder certain rights reserved hereunder to the Declarant for the purpose of constructing, selling and marketing Homes in the Community and conducting construction, sales and marketing thereof by executing a partial, non-exclusive assignment of rights in favor of the Builder to be kept in the official records of the Association. Any such assignment of rights shall not impose any obligation of the Declarant hereunder on any such Builder unless such obligations are expressly assumed by such Builder.

(e) Notwithstanding anything contained herein to the contrary, neither the Declarant, the Builders, nor the Association makes any representation whatsoever as to the commencement, completion or construction of any optional or recreational facilities within or upon the Common Areas. The Declarant expressly reserves the right to modify the plan of development, the site plan, the recreational or optional facilities, amenities, product types, and number of Homes or dwellings in the Community in such manner as Declarant and the Builder(s) deem desirable for the Community. Title to any portion of the Common Areas owned by

Declarant may be transferred to the Association at any time, provided, that title to all portions of the Common Areas owned by Declarant shall be transferred to the Association no later than the expiration of the Development Period. The transfer of title to any portion of the Common Areas to the Association shall be subject to: (i) all rights of Declarant, Builders and other persons set forth in this Declaration; and (ii) any restrictions or limitations contained in the instrument conveying such portion to the Association. THE ASSOCIATION AND THE MEMBERS SHALL BE OBLIGATED TO ACCEPT THE COMMON AREAS AND ANY IMPROVEMENTS LOCATED THEREON IN THEIR "AS-IS" CONDITION. NEITHER THE DECLARANT NOR ANY BUILDER MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ALL OF WHICH ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW, WITH RESPECT TO THE COMMON AREAS AND THE IMPROVEMENTS THEREON INCLUDING WITHOUT LIMITATION THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE CONSTRUCTION, DESIGN, ADEQUACY OF SIZE OR CAPACITY RELATED TO THE USE OF THE SAME, DATE OF COMPLETION OR FUTURE ECONOMIC PERFORMANCE OR OPERATION OF THE COMMON AREAS AND THE IMPROVEMENTS THEREON, INCLUDING ALL MATERIALS, FIXTURES, PERSONAL PROPERTY OR EQUIPMENT THEREIN.

Section 5. No Dedication to Public Use. Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area for use by the public, except for access to and from and throughout the property described in the Plat or any additions thereto for emergency access, law enforcement and persons providing essential services to the Community and its Members.

Section 6. Incorporation of Easements by Reference. Reference in the respective deeds of conveyance, or any mortgage or trust deeds or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of said parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents.

Section 7. Surface Water Management. It is acknowledged that the Property is located within the boundaries of the WMD and that an easement is hereby created over the entire Property for the surface water drainage and storage, and for the installation and maintenance of the Surface Water Management System for the Property in accordance with the Permit; provided, however that such easement shall be subject to improvements constructed within the Property as permitted by controlling governmental authorities from time to time. The Surface Water Management System shall be part of the Common Area, owned by the Association, and operated and maintained by the Association or its agents, as Common Area, in compliance with all approvals, codes and regulations of governmental authorities and the WMD. Such operation and maintenance shall specifically include all utility costs and equipment related to the obligations hereunder. Maintenance of the Surface Water Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the WMD and shall specifically include, but not be limited to, maintenance of aquatic vegetation, lake beds, lake banks, littoral planting and lake maintenance easements which, pursuant to the terms of this

Declaration, are not the responsibility of others, as well as water quality and wetland monitoring or testing. Any repair or reconstruction of the Surface Water Management System shall be as permitted, or if modified, as approved, by the WMD. Except as hereafter provided, the Association shall maintain as a common expense the entire Surface Water Management System for the Property in accordance with the Permit, including but not limited to all inlets, ditches, lakes and canals, swale areas, retention areas, culverts, pipes, pumps, catch basins, water control structures, retention and detention areas, floodplain compensation areas, wetlands and associated buffer area, and mitigation areas, and all related appurtenances, and any littoral zones in any lakes or other waterway, regardless of whether or not same are natural or man-made within the Property or are owned by the Association. Such maintenance shall be performed in conformance with the requirements of any governmental authority, and an easement for such maintenance is hereby created. The Association will have the right, but not the obligation, to maintain any portion of the Surface Water Management System for the Property which is owned and/or maintained by any controlling governmental authority, or which is outside of the Property. The Association will have the right to enter into agreements with any controlling governmental authority or any other property owner or association for the common maintenance of the Surface Water Management System serving the Property and any other property. The Property shall be required to accept surface water drainage from any other property pursuant to the requirements of any controlling governmental authority and an easement for such drainage is hereby created, and in connection therewith the Association will have the right, but not the obligation, to maintain any portion of the Surface Water Management System for such other property reasonably required in connection with the maintenance or operation of the Surface Water Management System for the Property.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments to be Paid to the Association. The Declarant for each Lot owned by it within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance (including any purchaser at a judicial sale), is deemed to covenant, which covenant shall run with the land and be binding on every Owner, and agrees to pay to the Association: (1) any regular assessments or charges for the payment of operating expenses of the Association (including payment of property taxes which may be assessed against Common Area or any personal property which may in the future be owned by the Association) ("**Regular Assessments**" or "**Annual Assessments**"); and (2) any special assessments for improvements, or to fund any deficits between the amount collected for regular assessments in accordance with the annual budget and the amount determined necessary by the Association for the proper management and maintenance of the Common Area, together with other costs and/or expenses levied or imposed against the Association or property of the Association ("**Special Assessments**"); and (3) any individual assessments or charges incurred by the Association on behalf of one or more Lots but not all Lots ("**Individual Assessments**"). All such Regular Assessments, Special Assessments and Individual Assessments, collectively referred to as "**Assessments**," shall be fixed, established and collected from time to time as hereinafter provided. The Assessments, together with such interest thereon and costs of

collection thereof, including attorney's fees, as hereinafter provided and any applicable late fee imposed by the Board of Directors of the Association, shall be a charge on the Property and shall be a ***continuing lien*** relating back to the date of recordation of the Declaration upon any Lot against which each such assessment is made, and said lien may be enforced in the same manner in which mortgages are enforced. Each such assessment, together with interest, costs (including applicable late fees), and reasonable attorneys' fees for its collection, including attorneys' fees involved at all appellate levels and whether or not suit is instituted, shall also be the personal obligation of the person or entity who was the Owner of the Lot at the time when the assessment becomes due. Each Owner shall be jointly and severally responsible with the previous Owner for all Assessments due to the Association prior to the transfer of title, without prejudice to any right the present Owner may have to recover any amounts paid by the present Owner from the previous Owner. The Declarant shall not pay any special assessments or annual HOA dues. **Maximum Annual Assessment.** Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be FOUR HUNDRED FIFTY AND 00/100 DOLLARS ($450.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 2. Purpose of Assessments. The Assessments to be levied by the Association shall be used for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Property and shall specifically include, but not limited to: payment of all water or utility charges for the Lots and/or Common Area billed through the master meter (if any); any fees due under a bulk service agreement entered into on behalf of the Owners by the Association or Declarant; the maintenance of the Common Area and any improvements or equipment maintained by the Association; the payment of taxes and insurance for the Common Area; payment for the improvement and maintenance of the Common Area; and services and facilities related to the use and enjoyment of the Common Area. Special Assessments shall be used to fund capital improvements, deficits in the collection of Regular Assessments to cover operating expenses of the Association, and other purposes deemed necessary by a majority vote of Owners of the Association as set forth in Section 5 hereof. Individual Assessments shall be for the costs incurred by the Association which by nature are applicable only to one or more Lots, but less than all Lots. By way of example and not limitation, in the event an Owner fails to maintain their Lot in a manner required by the Governing Documents, the Association shall have the right, through its agents and employees, to enter upon the Lot and to repair, restore, and maintain the Lot and/or Home as required by the Governing Documents. The costs of any such repair, restoration and/or maintenance, plus the reasonable administrative expenses of the Association

and any costs incurred in bringing a Lot and/or Home into compliance with the Governing Documents, shall be an Individual Assessment charged against the Lot.

Section 3. Basis of Annual Assessments. For the initial year of operation of the Association, the monthly Assessment shall be the amount as set forth in the estimated operating budget of the Association for the initial year of operation. From and after January of the next operating year, the annual Assessment shall be determined in accordance with the Articles of Incorporation and Bylaws of the Association taking into account current maintenance costs and future needs of the Association. Each Owner acknowledges the Association is responsible for the repair and maintenance of capital improvements that may result in a Special Assessment due to reserves not being collected. Because reserve accounts are not being initially provided for by the Declarant, the Members of the Association may elect to collect reserves after the expiration of the Class B membership upon the affirmative approval of a majority of the total voting interests of the Association obtained by a vote of the Members at a duly called meeting of the membership or by the written consent of a majority of the total voting interests of the Association. The approval action of the membership must state that reserve accounts shall be provided for in the budget and must designate the components for which the reserve accounts are to be established. Upon approval by the membership, the Board of Directors shall include the required reserve accounts in the budget in the next fiscal year following the approval and each year thereafter. Once reserves are established as provided in this subsection, the reserve accounts must be maintained by collection of Assessments or have their funding waived in the manner provided by Chapter 720, Florida Statutes. Notwithstanding the same, reserves will not be funded by the Declarant for the Lots Declarant owns so long as Declarant is funding any deficits in operating costs pursuant to Section 12 herein.

Section 4. Uniform Rate of Assessment. Unless otherwise provided for herein, as to Lots that have been conveyed from the Declarant or from a Builder to a third-party purchaser other than a Builder and upon which a Home has been completed or is occupied, both Annual and Special Assessments must be fixed at a uniform rate for all Lots with a Home and may be collected on an annual, quarterly or monthly basis or at any other interval as determined by the Board of Directors. Payments of all Assessments will be made directly to the Association or its designated management company and in no instance shall any mortgagees have the obligation to collect Assessments. Notwithstanding the foregoing, any Vacant Lot that does not have a Home that is occupied or that has been conveyed to a third-party home purchaser shall in no event pay more than 25% of the Annual Assessment for such Vacant Lot until a Home is constructed thereon and is either occupied or has been issued a Certificate of Occupancy.

Section 5. Special Assessment for Capital Improvements. In addition to the Annual Assessment authorized above, the Association may levy in any assessment year, a Special Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, or to cover deficits in the collection of Regular Assessments to cover operating expenses of the Association; PROVIDED that any such Special Assessments shall have the assent of a majority of the votes of each class of Members who are voting in person or by proxy at a meeting at which a quorum is obtained and which is duly called for this purpose, written notice of which shall be sent to all Members not less than 15 days nor more than 60 days in

advance of the meeting setting forth the purpose of the meeting. Special Assessments shall be allocated equally among all Lots upon which a Home has been constructed and for which a Certificate of Occupancy has been issued. Builders owning Vacant Lots shall not be obligated to pay Special Assessments thereon unless a Certificate of Occupancy for the Home constructed thereon has been issued on the date the Special Assessment is approved by the Members.

Section 6. Quorum for Any Action Authorized Under Section 5. At each meeting called, as provided in Section 5 hereof, the presence of the meeting of Members or of proxies entitled to cast thirty percent (30%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, one additional meeting may be called, subject to the notice requirements set forth in Section 5 and the required quorum at any such subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The Annual Assessments provided for herein shall commence as to each Lot on the conveyance of the Lot by the Declarant or a Builder to a third-party purchaser other than a Builder. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto together with the due date of such Assessments established by the Board of Directors. The Board of Directors, if necessary to insure cash flow, may institute reasonable late payment fees for any delinquent payment of the Annual Assessment. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A reasonable charge may be made by the Board of Directors or its agent for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessments which are not paid when due shall be delinquent. If the Assessment is not paid within ten (10) days (or such other period of time established by the Board of Directors) after the due date, an administrative late fee of the greater of Twenty-Five and no/100 Dollars ($25.00) or 5% of the amount of the installment that is past due, together with interest in an amount equal to the maximum rate per annum allowable by law beginning from the due date until paid in full may be levied. The Association, acting through its Board of Directors, may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot to which the Assessment is levied, and interest, costs and reasonable attorneys' fees, including at all appellate levels and whether or not suit is instituted, in collection or enforcement shall be added to the amount of such Assessment. Additionally, the Board of Directors of the Association may at its discretion accelerate the Assessments then due from a delinquent Owner for the next twelve (12) months. The Association may also notify any mortgagees or lenders of Owner, any co-borrowers and/or guarantor(s) (without recourse to Declarant and/or the Association) of delinquencies in the payment of Assessments. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his or her Lot. All payments on accounts shall be first applied to fines levied in accordance with the

terms of the Declaration, interest accrued by the Association, then to any administrative late fees, then to collection costs and attorney fees, and then to the delinquent Assessments. The allocation of payments described herein shall apply notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment._ Additionally, if a Home is occupied by a Lessee and the Owner is delinquent in the payment of Assessments, the Association may demand from the Lessee payment to the Association of all monetary obligations, including without limitation, Assessments due from the Owner to the Association. So long as the Owner remains delinquent, future rent payments due to the Owner may be collected by the Association and shall be credited to the monetary obligations of the Owner to the Association. If within fourteen (14) days from written demand of the Association, the Lessee provides the Association with written evidence of making prepaid rent payments, the Lessee shall receive credit for the prepaid rent for the applicable period of such prepaid rent.

Section 9. Individual Assessment Against a Particular Owner of Lot. In the event an Owner of any Lot in the Property shall fail to maintain the premises and the improvements situated thereon in accordance with the terms and conditions of the Declaration and any promulgated Rules in a manner satisfactory to the Board of Directors to a minimum standard of consistency with the general appearance of the Property as initially constructed and improved by the Declarant or Builder (taking into account normal wear and tear and exposure to normal exterior conditions, but not to the point of unsightliness), the Association, after approval by a majority of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot, and the exterior of the buildings and any other improvements erected thereon. The costs of such exterior maintenance performed on behalf of the Owner to which such Lot is subject may be assessed to the Lot as an Individual Assessment for such expense; and said Individual Assessment shall be enforced in the same manner as provided for in Section 8. In addition, in the event any Owner, its guests, tenants or invitees cause any damage to the Common Areas, including recreation or optional facilities, landscaping, drainage facilities, mail kiosks, or sidewalks, such Owner shall be responsible for the cost of any repairs required to correct such damage and the cost thereof may be assessed to the Owner as an Individual Assessment.

Section 10. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be superior to all other liens except tax liens and the liens of any bona fide Institutional First Mortgage to an Institutional First Mortgagee recorded prior to any lien for Assessments by the Association; provided, however, that said mortgage liens are first liens against the property encumbered thereby, subject only to tax liens, and secure indebtednesses payable in monthly, quarterly or annual payments over a period of not less than ten (10) years.

Section 11. Exempt Property. The following Property subject to this Declaration shall be exempt from the Assessments created herein: (a) any portion of the Property dedicated to and accepted by a local public authority; (b) the Common Area; and (c) any portion of the Property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Florida; however, no Lot, land or improvements devoted to dwelling use shall be exempt from said Assessments. Lots owned by the Declarant shall be exempt from payment of Assessments so long as Declarant is deficit funding operating expenses in accordance with Section 12 below.

Section 12. Declarant's Right to Deficit Fund Operating Expenses. Notwithstanding any provision that may be contained to the contrary in this Declaration, for as long as Declarant or any successor Declarant is in control of the Association, the Declarant shall not be liable for Assessments against such Lots owned by the Declarant, provided that the Declarant funds any deficit in operating expenses exclusive of reserves, cost of capital improvements, and non-budgeted repairs or replacement, as specified in Chapter 720.308(1)(b), Florida Statutes. For the purposes hereof, a deficit shall be computed by subtraction from said operating expenses (exclusive of the items described in the foregoing sentence) all Assessments, contributions, income and other sums and income received or receivable by the Association. The Declarant may at any time commence to pay Assessments to the Lots that it owns and thereby automatically terminate its obligations to fund a deficit in the operating expenses of the Association, or any time or from time to time elect again to fund deficits as aforesaid. When all Lots within the Property are sold and conveyed to purchasers, the Declarant shall have no further liability of any kind to the Association for the payment of Assessments or deficits other than those that arose to prior to such time. Should Declarant, in its sole discretion, elect to fund cash shortfalls caused by delinquencies or other matters which would not otherwise require deficit funds from the Declarant, such funds shall be considered a loan to the Association to be paid back to the Declarant by the Association. The Declarant's rights under this Section 12 shall not be construed as a guarantee of Assessments under Section 720.308(2), Florida Statutes.

Section 13. Surface Water Management System. The Association will be responsible for assessing and collecting fees for the operation, maintenance, inspection and inspection reporting, mitigation and mitigation reporting, and, if necessary, replacement of the Surface Water Management System which is owned and operated by the Association. Fees shall be assessed and collected through Assessments. In the event the Community contains on-site wetland mitigation requiring monitoring and maintenance, the Association should budget and collect sufficient funds for the monitoring and maintenance of the mitigation areas in accordance with the Permit.

ARTICLE VII

CAPITAL CONTRIBUTION

Section 1. Capital Contribution on Sale By Declarant. At the time of the closing or the sale of a Home by the Declarant or a Builder to a third-party purchaser other than a Builder, each purchaser shall pay to the Association the amount of $250.00 as a contribution to working capital. These monies (hereinafter called "**Capital Contribution**") shall be the Association's property and shall be held by the Association through its Board of Directors, pursuant to the powers described in the Articles and Bylaws. The Capital Contribution shall be deemed ordinary Association income and need not be separated from or held or applied differently than Assessments. No refund of a Capital Contribution will be made on re-sale. No Capital Contribution shall be due from a Builder when a Builder acquires a Lot for the purpose of constructing a Home thereon.

Section 2. Capital Contribution on Sale By Owner Other Than Declarant. At the time of the closing or the sale of a Lot or home by an Owner other than Declarant or a Builder, each purchaser shall pay to the Association a Resale Capital Contribution, which shall initially be

$250.00 per Lot. The Board of the Association shall have the right to adjust the amount of the Resale Capital Contribution from time to time. These monies shall be the Association's property and shall be held by the Association through its Board of Directors, pursuant to the powers described in the Articles and Bylaws. The Capital Contribution shall be deemed ordinary Association income and need not be separated from or held or applied differently than Assessments. No refund of a Capital Contribution will be made on re-sale.

ARTICLE VIII

ARCHITECTURAL CONTROL

Section 1. Review of Proposed Construction. No improvement or alteration of any kind, including, but not limited to, a fence, wall or other addition, structure, or equipment (including exterior paint, roofing, landscaping, antennas, awnings, and shutters) shall be installed, painted, erected, removed or maintained within the Property, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by, a majority of the Board of Directors of the Association. The Board of Directors of the Association shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of the Property and that the appearance of any improvement or other structure affected thereby will be in harmony with surrounding structures and improvements (or the surrounding area contemplated by Declarant, if within the Development Period) and it otherwise desirable. The Board of Directors of the Association may condition its approval of proposals and plans and specifications as it deems appropriate and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Board of Directors of the Association may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The Board of Directors of the Association may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the Board of Directors of the Association of any required plans and specifications, the Board of Directors of the Association may postpone review of any plans submitted for approval. The Board of Directors of the Association shall have forty-five (45) days after delivery of all required materials to approve or reject any such plans. During the period of time the Declarant appoints the majority of the Board, if an Owner's plans are not approved within such 45-day period, said plans shall be deemed not approved; provided, however, once Owners other than the Declarant elect a majority of the Board, if an Owner's plans are not approved within such 45-day period, said plans shall be deemed approved. All changes and alterations shall be subject independently to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees. Any alteration or modification to the location and/or placement of exterior walls of any Home shall be further conditioned on compliance with the County ordinances and the obtaining of applicable governmental approvals, if any.

Section 2. No Waiver of Future Approvals. The approval of the Board of Directors of the Association of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Board

of Directors of the Association, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whether subsequently or additionally submitted for approval or consent.

Section 3. Liability of the Board of Directors of the Association. No member of the Board of Directors of the Association (or Declarant) shall be liable to any Owner or other person by reason of mistake in judgment, failure to point out deficiencies in plans, or any other act or omission in connection with the approval of any plans. Any Owner submitting plans hereunder by the submitting of same, agrees (i) not to seek any damages or make any claim arising out of approval of plans hereunder, and (ii) to indemnify and hold the Board of Directors of the Association, the Association, and Declarant harmless from any cost, claim, damage, expense or liability whatsoever, including attorneys' fees and costs at all tribunal and appellate levels (and whether or not suit is instituted), arising out of the approval of any plans regardless of the negligence of the committee members, their representatives, or appointing entity.

Section 4. Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon the completion of any work for which approved plans are required hereunder the applicant for such approval ("**Applicant**") shall give written notice of completion to the Board of Directors of the Association.

(b) Within thirty (30) days thereafter, the Board of Directors of the Association (or its duly authorized representative) may inspect such completed work. If the Board of Directors of the Association finds that such work was not affected in substantial compliance with the approved plans, it shall notify the Applicant in writing of such noncompliance within such thirty (30) day period, specifying the particulars of noncompliance, and shall require the Applicant to remedy the same.

(c) If an Applicant is notified of any noncompliance, the Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board of Directors ruling. If Applicant does not comply with the Board of Directors of the Association ruling within such period, the Board of Directors, at its option, may either remove the noncomplying improvement or remedy the noncompliance (an easement therefore being hereby created), and Applicant shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. This amount, together with interest thereon at the rate of eighteen (18%) percent per annum from the date the noncompliance was to have been remedied or removed, the maximum late fee allowed under Florida Statutes for each month that a violation exists if payment is not made within thirty (30) days after announcement, and all costs and reasonable attorneys' fees incurred by the Association in collection, enforcement or abatement, as appropriate (including attorneys' fees incurred at all appellate levels and whether or not suit is instituted) shall be a personal obligation of Owner and shall not pass to the successors in title of Owner unless expressly assumed by such successors. Such amount (including interest, costs, late fees and attorneys' fees as provided above) shall also be a ***continuing lien*** and run with the land on the Owner's Property if not paid within thirty (30) days after notice enforceable in the same manner in which mortgages are enforced by foreclosure, or by bringing an action at law or equity against the Owner.

(d) If for any reason the Board of Directors of the Association fails to notify the Applicant of any noncompliance within forty-five (45) days after receipt of written notice of completion from the Applicant, the improvement shall be deemed to have been made in accordance with the approved plans.

Section 5. Variances. The Board of Directors of the Association may authorize variances from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variance must be evidenced in writing and must be signed by at least two (2) members of the Board of Directors of the Association. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the Lot and Home, including, but not limited to, zoning ordinances and lot setback lines or requirements imposed by any governmental or municipal authority.

Section 6. Architectural Review Committee. The Board of Directors of the Association may assign all of its responsibilities under Article VIII to an Architectural Review Committee to be appointed by the Board of Directors of the Association (the "**ARC**").

Section 7. Declarant's Exemption. Notwithstanding anything to the contrary, this Article does not apply to the Declarant or to D.R. Horton, Inc., as a Builder. Such exemption may be non-exclusively assigned by the Declarant to any other Builder. Notwithstanding anything to contrary, the Declarant shall have the right to approve any of the foregoing for any Builder in lieu of the Association. The Declarant's review and approval of any Builder plans shall be deemed approval of the ARC and the Association and such approval may not be revoked or modified, and any modifications of such approved plans shall only require approval of the Declarant.

ARTICLE IX

USE RESTRICTIONS

Section 1. Residential Purposes. No Lot shall be used for any other purpose other than residential purposes. The occupancy of each Home shall be limited to the maximum number of persons allowable in accordance with Federal Regulations and local ordinances based on the size and configuration of the Home. No building shall be erected altered, placed or permitted to remain on any Lot other than a Home, related appurtenances, and other structures originally constructed by the Declarant or in accordance with ARC approval.

Section 2. Temporary Structures. No structure of a temporary character, trailer, tent, shack, barn, shed or other out-building shall be placed or used on any Lot without the approval of the ARC. No such structures shall at any time be used as a residence or appurtenance to such residence, either temporary or permanent. The foregoing shall not apply to temporary construction trailers or other temporary structures used by the Declarant or Builders.

Section 3. Offensive Activity. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Community, or any matter which affects the health, safety or welfare of the owners or occupants of the Property, in the Association's reasonable discretion.

Section 4. Pets. No livestock or poultry shall be kept, maintained, or bred in any Home or elsewhere within the Property. No pets shall be kept, maintained, or bred in any Home or elsewhere within the Property, except for fish in an aquarium and birds in cages maintained in the interior of the Home and not more than a total of three (3) domestic dogs (other than dogs which in the reasonable determination of the Board of Directors or under applicable codes, ordinances, or regulations are determined to be a threat to the safety of the occupants of the Property which shall not be allowed under any circumstances in the Property) or three (3) domestic cats shall be permitted to be kept in a Home or Lot, provided such animals are not kept, bred or raised for commercial purposes. Notwithstanding the foregoing, the Board of Directors shall specifically have the power to either permit additional domestic dogs or cats to be kept as pets by an Owner if in the determination of the Board of Directors such pets shall not cause or be deemed by the Board of Directors to constitute a nuisance to any other Owner in the determination of the Board of Directors. Each person bringing or keeping a pet within the Property shall be absolutely liable to the Association, other Owners and their invitees for any damage to persons or property caused by any pet brought upon or kept upon the Property and it shall be the duty and responsibility of each such Owner to clean up after such animals which have deposited droppings or otherwise used any portion of the Property or public street abutting or visible from the Property. Animals belonging to Owners or invitees of any Owner must be kept within an enclosure or, on a leash held by a person capable of controlling the animal. No pets shall be "tied out" in a yard or on a porch or patio and left unattended for any extended period of time. The Association shall have the right to promulgate Rules and Regulations relating to animals and the right to restrict or require removal any such animals determined by the Board or applicable codes or regulations to constitute a nuisance or danger to the Community. In addition, all pet owners shall be required to maintain at all times adequate homeowners' insurance coverage for any and all liabilities related to the pet(s) owned and kept on the Lot, which insurance shall name the Association as an additional insured to the extent such endorsement is available. Proof of such insurance coverage shall be provided by the Owner to the Association upon reasonable request not more than one time per calendar year. If such coverage is not provided as required herein, the Association shall have the right to require the pet to be removed from the Lot until the appropriate insurance coverage is obtained.

Section 5. Signs. During the time period Declarant owns any Lot within the Property, Owners other than the Declarant shall not display signs of any kind to the public view on any Lot, except one sign not larger than 3" X 5" and placed in one ground floor window or one second story window advertising that property is for sale and except signs used by the Declarant and Builders to advertise the Property during the construction and sale of Homes. Once the Declarant has conveyed all Lots it owns within the Property, then the size of the signs can be increased, as authorized by the Board of Directors of the Association or the ARC, to advertise that the property is for sale or rent which sign is to be placed on one ground floor window or one second story window. The foregoing shall not apply to any signs used by the Declarant or any Builder to advertise the Property during the construction and sale of Homes.

Section 6. Garbage. No Lot shall be used or maintained as a dumping ground for rubbish. All trash and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon. Trash, garbage or other waste shall be kept in sanitary, covered containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. In no event shall such equipment and/or containers be visible from the Common Area streets, from neighboring Property or within property contained in the Plat, except for a reasonable time immediately prior to and after scheduled trash collection, and in all events in compliance with the County Code.

Section 7. Outdoor Property. No garments, rugs, towels, blankets, or any other materials may by hung, exposed or dusted from the windows or from the front facade of any Home. Further, unless otherwise specifically prohibited by applicable local, State or Federal law, no outside clotheslines or other facilities for drying or airing clothes shall be erected in the front yard, side yard or back yard of any Home. All personal property of Owners or other occupants shall be stored inside; provided, however, patio furniture or other personal property which is specifically for the use and enjoyment of designated outdoor areas of the Home shall be permitted.

Section 8. Parking. Parking in the Community is limited to designated driveways, garages and guest parking spaces. There shall be no parking on the grass, the street, or any portion of any sidewalk which is not part of a designated driveway. An Owner may park in the Home's garage or in the driveway on the Lot. Car covers are prohibited and license tags on all vehicles must be current. No vehicle which cannot operate on its own power shall remain in the Community for more than twenty-four (24) hours, except in the garage of a Home. No repair or maintenance, except for emergency repairs of vehicles shall be made unless in the garage of a Home. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view. Any trailer, commercial vehicle, recreational vehicle, boat, rowboat, canoe, jet ski or boat trailer shall not be permitted to be parked outside of an enclosed garage. The term "commercial vehicle" includes trucks and vehicular equipment or other vehicles which are used, or which are ordinarily intended to be used for commercial purposes or which contain materials regularly used in trade or business. No vehicles displaying commercial advertising shall be parked within the public view except those of visiting contractors making repairs to a Lot or Home and this provision is specifically intended to preclude any Owner from parking their personal commercial vehicle in public view. Automobiles issued by the County or other governmental entity (i.e., police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Lot. No vehicle shall be used as a domicile or residence either temporarily or permanently. No all-terrain vehicles (ATVs) or mini motorcycles are permitted at any time on any paved surfaces forming a part of the Common Areas. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein, the Association is authorized to order the towing of any vehicle (at said vehicle owner's expense) for a violation of this Section if a vehicle remains in violation of this Section for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to a Home irrevocably grants the Association and its designated towing agent the right to enter a Lot or Common Area and tow-vehicles which violate the terms of this Declaration or which are parked in violation of

this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting. Notwithstanding any other provision in this Declaration to the contrary, the foregoing restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, or repair by Declarant, Builders, or their agents. Further, the restrictions in this Section shall not be deemed to limit service vehicles whose purpose is to perform maintenance and delivery service to the Owners or the Association during normal working hours or for work performed for the Declarant, Builders, or the Association which are necessary in the development, maintenance or management of the Association.

Section 9. Septic Tanks. No septic tanks or individual wells will be permitted on any Lot.

Section 10. Garages. No garage may be improved for purposes of making same a living area, nor shall garage doors be removed except for replacement (in which case the Owner must obtain approval of any replacement door from the Board of Directors of the Association). No garage may be used for the operation of a business or for any commercial purpose of any kind.

Section 11. Window Coverings. No external window covering, reflective window covering or iron or decorative bars (either interior or exterior) may be placed or permitted to remain on any window of any building without the prior written approval of the Board of Directors of the Association. Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired. No bars shall be placed on the windows of any Home without prior written approval of the ARC. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ARC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ARC. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones. Window or wall air conditioner units are prohibited.

Section 12. Flags. No flags or banners other than a Flag permitted by Chapter 720.304, Florida Statutes, or other local, state or federal law, which must be displayed in a respectful manner and which is subject to reasonable standards for size, placement and safety as may be adopted by the Association will be permitted. The foregoing sentence shall not apply to the Declarant.

Section 13. Reconstruction. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then the Owner thereof shall commence to rebuild or repair the damaged Home or improvement in accordance this Declaration within 6 months of the date of the loss. As to any such reconstruction of a destroyed Home or improvements, the same

shall only be replaced as approved by the ARC. Notwithstanding anything to the contrary herein, to the extent that insurance coverage obtained and maintained by the Association covers such casualty destruction, the Owner of such damaged or destroyed Home shall not perform any activities that would negate such coverage or impair the availability of such coverage.

Section 14. Business Activity. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by Declarant, administrative offices of Declarant, no commercial or business activity shall be conducted in the Community that disrupts the residents, including without limitation, within any Home. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees, customers, and clients shall not disrupt the residential nature of the Community unless the Board of Directors provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within the Community. No solicitors of a commercial nature shall be allowed within the Community, without the prior written consent of Association. No day care center, child care facility, elder care or other assisted living facility or halfway house may be operated out of a Home. No garage sales are permitted, except as permitted by Association.

Section 15. Telecommunications. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval thereof being first had and obtained from the ARC as required by this Declaration. The ARC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Homes, or from the Common Areas. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not covered by the Federal Communications Commission ("**FCC**") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Board of Directors and shall be governed by the then current rules of the FCC.

Section 16. Fences. Fences shall be almond PVC or black wrought iron in a style determined by the Declarant. No Owner shall be permitted to install a fence to enclose any portion of the Lot without the prior approval of the Board or ARC in accordance with Article VIII, which shall approve the material, location and height. Any perimeter fences or fences along the rear lot line of two Lots with a common rear lot line originally installed by the Declarant or the Association shall be maintained by the Association for the benefit of all Owners. Adjoining fences must taper to a height of the adjoining fence within 4 feet. All other fences located on a Lot or approved fences installed by an Owner or Owners shall be maintained by the Owner or Owners of such benefitted Lots at such Owner's or Owners' sole cost and expense. Nothwithstanding anything to the contrary contained herein, construction of any fence or wall, whether by the Declarant or otherwise, which obstructs the surface water flow or swales shall be strictly prohibited.

Section 17. Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved by the ARC. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season. Any such

approved hurricane shutters may be installed upon forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed within seventy-two (72) hours after the end of a hurricane watch or warning or as the ARC may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event.

Section 18. Water Bodies. No Lot Owner shall use any body of water located within the Community for recreational purposes, including boating, jet skiing, or any other types of water sports. Swimming in any body of water within the Community is prohibited. No planting, fencing or other improvements or additions to the landscape area or grassed area surrounding any body of water in the Community and within the maintenance easements surrounding the bodies of water are permitted. No installation of sand or other materials intended to simulate a beach shall be permitted along the lake banks, within the maintenance easements surrounding the lake or rear yards of Lots adjacent to the lakes. The Association has the right to further restrict use of bodies of water in the Community in promulgated Rules established by the Association. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ANY WATER BODIES IN THE COMMUNITY MAY VARY FROM TIME TO TIME. THERE IS NO GUARANTEE BY THE DECLARANT OR ASSOCIATION AND ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. AT TIMES, AREAS IN THE COMMUNITY WHICH ARE DESIGNED TO RETAIN WATER, MAY HAVE LITTLE TO NO WATER RETENTION AND WATER LEVELS MAY BE NON-EXISTENT.

Section 19. Exemptions. Notwithstanding anything to the contrary, any restrictions contained in this Article that would disrupt the construction, sales, and marketing of Homes in the Community shall not apply to the Declarant or to any Builder.

ARTICLE X

EASEMENTS

Section 1. Public Services. Easements are reserved over each Lot and the Common Area for public service purposes including but not limited to, police protection, fire protection, emergency services, postal service and meter reading.

Section 2. Utilities. Easements for ingress and egress and for the installation and maintenance of all utilities, Surface Water Management Systems and drainage facilities, landscaping, irrigation, fencing, signage, and street lighting are reserved on and over each Lot and the Common Area in favor of the Association and other entities with maintenance responsibilities related to the same. Such easements are reserved for their intended purpose and shall not be removed by subsequent Owners. The right is also reserved to the Declarant and the Association to create additional utility easements by separate instrument as may be required from time to time.

Section 3. Encroachments. Notwithstanding any other provisions contained in this Declaration, in the event that any Home, as constructed by the Declarant or a Builder on a Lot, encroaches upon any portion of the Common Area or adjoining Lot, then a perpetual easement appurtenant to such Lot shall exist for the continuance of any such encroachment on the Common Area or adjoining Lot. In the event any fence, roof, overhanging roof, or portion of the Home, as constructed upon any Lot by Declarant or by a Builder, encroaches or overlaps upon any other Lot or the Common Area, then, in such event, a perpetual easement appurtenant to the Lot upon which the fence, roof, overhanging roof, or Home is construction shall exist for the continuation of any such encroachment or overlapping upon the adjoining Lots and Common Area.

Section 4. Drainage. The Association shall have the responsibility to maintain all drainage facilities and drainage pipes and equipment within the Property, landscape buffers, and easements and maintain irrigation lines and facilities within the landscape and utility easements and the expense for same will be a common expense of the Association. The Association shall also have the right to maintain any drainage easements on the Lots to the extent any Lot Owner fails to maintain the same. There shall be, and Declarant hereby grants, reciprocal, perpetual non-exclusive easements between all adjacent Lots, as easements appurtenant to the Lots, for the natural run-off of rainwater, in accordance with any stormwater management plan which may be applicable to the Community, provided, however, that in no event shall any Owner of a Lot be required to allow stormwater drainage across its Lot in such a manner as shall damage any permanent improvements located thereon.

Section 5. Common Area Maintenance. An easement is reserved over the Property, including each Lot, in favor of the Association for maintenance of the Common Area and to allow the Association to fulfill any and all of its maintenance obligations hereunder.

Section 6. Declarant and Builders. An easement is reserved over the Property, including each Lot, in favor of the Declarant and Builders for the purpose of carrying out any obligations of the Declarant or Builders under the terms of this Declaration or any governmental permit, order or applicable law in connection with the development of the community and construction of Homes therein. In addition, the Declarant and Builders shall also have an easement over, upon, across, and under the Property as may be required in connection with the development of the community and construction of Homes, including the right to keep gates open for public access and to use all roads and rights of way for vehicular and pedestrian ingress and egress for construction and maintenance purposes. Further, the Declarant and Builders shall have an easement to use all portions of the Property, including Common Areas but not including Lots which have been conveyed to third-party purchasers other than Builders, for all types of promotional and sales activity in connection with marketing, sales, and leasing of Homes in the Community including the right to keep gates open for public access and to use all roads and rights of way for vehicular and pedestrian ingress and egress. The easements created by this Section shall be broadly construed and supplement other rights of the Declarant and Builders herein, running with the land until such time as the Declarant and Builders no longer own any Lots in the Community and all of the Declarant's obligations hereunder are satisfied.

Section 7. Maintenance of Easement Areas. Within the easement areas hereby reserved or created, or shown on the Plat of the Community, or within any designated common

areas containing any component of the Surface Water Management System, no digging, excavation, depositing fill material, debris or any other material or item, or altering any water control structure, or any other construction to modify the Surface Water Management System shall be allowed, and no permanent structure may be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow or drainage canals in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The surface area of each Lot upon which an easement is located shall be maintained continuously by the Owner of the Lot, except that any improvements which are the property of a public authority or utility company shall be maintained by such authority or utility company. Each Lot Owner shall maintain any drainage easement located on the Lot in the manner required by the Association and/or the Permit; provided, however, if the Lot Owners fails to maintain such easements, the Association shall have the right to enter on the Property and perform any necessary maintenance of the same, including without limitation the right to grade, sod or install improvement thereon.

Section 8. Right of Entry. The Association, through its duly authorized employees, agents or contractors, shall have the right after reasonable notice to the Owner thereof, to enter any Lot at any reasonable hour of the day to perform such maintenance, replacement or repair of the Surface Water Management System, or any other items, as may be authorized herein. In the event of any emergency which might reasonably result in damage to any Lot or the improvements located thereon, the Association shall have the right to enter any Lot as may be reasonably necessary to resolve such emergency without prior notice to the Owner thereof. Any such entrance by the Association shall not be deemed to be a trespass upon such Lot.

ARTICLE XI

COVENANTS FOR HOME MAINTENANCE

Section 1. Maintenance of Homes. Each Owner shall be responsible for maintaining, repairing, and replacing the Home and all other improvements situated on his Lot in a clean, sanitary, neat, safe and orderly condition, including without limitation, all obligations for structural maintenance, repair or replacement of walls, roofs, windows, window and patio screens, screened enclosures, doors, framing and casing, gutters, downspouts and skylights, and maintenance, repair and replacement of mailboxes, if any, and any air-conditioning or water softening fixtures or equipment, or any equipment, facilities or other items whatsoever installed within or placed upon any Lot by any Owner, including its agents, or other designees, and/or any other maintenance obligations designated as the Owners' responsibilities from time to time in the Declaration or the Rules. It will also be the duty of each Owner to maintain in good repair any driveway servicing only his or her Lot. The Owner shall obtain the written consent of the Association prior to making any modifications requiring approval under Article VIII hereof. If any Owner breaches these covenants, the Association may enforce these covenants in accordance with the provisions of this Declaration.

Section 2. Lawn Maintenance. Unless otherwise provided, it shall be the duty of each Owner to perform regular and routine lawn maintenance as well as regularly cut the grass located on the Owner's Lot at the Owners' expense. In addition, the Owner shall be responsible for

mowing any grass located between a Lot boundary line and the top of the slope of any lake bank and between the front Lot boundary line and the top of curb of the street. The Owner shall promptly replace any grass that has died or otherwise requires replacement. In the event an Owner fails to adequately maintain the lawn, cut the grass on the Owner's Lot or replace dead grass, after reasonable notice and the opportunity to do the required maintenance, the Association shall have the right to enter upon the Lot and perform necessary lawn maintenance or cut the grass. The Association is hereby granted an easement over and across the Owner's Lot for the purpose of maintaining and cutting the grass, if necessary, and the Owner shall not place any obstruction, fence, wall, tree or shrubbery on such ground without the consent of the Association. The Owner shall be responsible for all costs incurred by the Association in maintaining the lawn and landscaping on the Owner's Lot and shall promptly reimburse the Association within ten (10) days after receipt of an invoice from the Association for such maintenance. All such costs shall be deemed an Individual Assessment on such Lot.

Section 3. Irrigation. It shall be the duty of the Association to maintain the irrigation system for the Community Common Areas and within any landscape easements or buffers which are the Association's responsibility at the Association's expense. The cost of maintenance of such portion of the irrigation system shall be assumed by the Association for the benefit of the entire Property and such costs shall be considered with the budget as part of grounds maintenance charged as a common expense. It shall be the duty of each Owner to maintain all irrigation lines, sprinkler heads, timers and all related irrigation equipment located on and servicing a Lot and, if applicable, located between the front Lot boundary and the top of the curb of the adjacent road at the Owners' expense. The Association is hereby granted an easement over and across each Owner's Lot for the purpose of installing the irrigation system. No Lot Owner shall place any obstruction, fence, wall tree, or shrubbery over the irrigation system without the consent of the Association. Each Owner shall also be responsible for payment of any costs related to the repair and/or replacement to the irrigation system necessary as a result of any damage done to the irrigation system by the Owner any member of Owner's family, any guests, invitees, tenants, contractors, workers or agents of Owner, whether on the Owner's Lot, the Common Area, or within a landscape easement or buffer. Each Owner acknowledges that irrigation water will be provided by the Owner's potable water source at the expense of the Owner. Due to water quality and equipment, irrigation systems may cause staining on Homes and other improvements, structures or paved areas and it shall be each Owners' responsibility to treat and remove any such staining at the Owner's expense. The Owner shall be responsible for all costs incurred by the Association in maintaining the irrigation system on the Owner's Lot (excepting any portion within a dedicated landscape easement or buffer) and shall promptly reimburse the Association within ten (10) days after receipt of an invoice from the Association for such maintenance. All such costs shall be deemed an Individual Assessment on such Lot. Further, the Owner shall not place any obstruction, fence, wall, tree or shrubbery over the irrigation system without the written consent of the Association. The Association may provide Owners with a watering schedule for the Lots in the Association's sole discretion. In the event water from irrigation systems on the watering schedule is insufficient to maintain lawns or landscaping on Lots, Owners shall supplement irrigation watering or hand water. Notwithstanding the foregoing, if for any reason the grass or landscaping on a Lot dies, the Owner shall promptly replace the same at the Owner's sole expense.

Section 4. Landscaping. The Association shall only be responsible for the maintenance of landscaping within any landscape easement or buffer or landscaping originally installed by the Declarant, Builders or the Association to comply with governmental requirements. Such maintenance shall include routine trimming of hedges only, weeding of plant beds and pruning of the landscaping and the cost of such maintenance shall be considered with the budget as a common expense and paid through Assessments. Each Owner shall be solely responsible for all other maintenance of other landscaping (such as trees), any landscaping not required to be maintained by the Association or landscaping installed on the Lot for aesthetics or by the Owner. The Association is hereby granted an easement over and across an Owner's Lot for the purpose of maintaining any landscaping in accordance herewith. Owners hereby acknowledge some landscape material on the Property and within any landscape easement is intended to fulfill required landscape buffers of adjacent properties. Owners shall not cut or remove any landscape materials on landscape easements installed by the Declarant or the Association required to remain pursuant to a permit or other governmental regulation. Any Owner violating the restrictions of this Section resulting in landscaping needing to be repaired or replaced will be charged the cost of such work. Notwithstanding the foregoing, the Association shall not be responsible for replacing dead or dying landscaping or trees, which shall be the Owner's obligation at the Owner's sole expense.

Section 5. Insurance. Each Owner of a Lot shall obtain insurance coverage upon the Lot insuring the Home and any improvements located thereon in an amount equal to the maximum insurable replacement value. Such coverage shall afford protection against (i) loss or damage by fire, hurricane, tornado, wind-storm, or other hazards covered by a standard extended coverage endorsement, and (ii) such other risks as from time to time shall be customarily covered with respect to similar construction, location and use as the Home including but not limited to vandalism and malicious mischief. Such coverage shall name the Association as an additional insured party. The Owner shall furnish proof of insurance to the Association at the time of purchase of a Lot and shall furnish proof of renewal of such insurance on the anniversary date thereof. In addition, any Owner owning or keeping a pet on a Lot shall also obtain and maintain adequate homeowners' insurance to cover pet liability, naming the Association as an additional insured.

Section 6. Exterior Painting and Pressure Cleaning. Each Owner shall be responsible for exterior painting and pressure cleaning of the Home and improvements thereon as required by the Association in accordance with this Section. It is anticipated that the Association shall require all Homes to be painted every five to seven years, provided exceptions may be granted based on circumstances to be determined by the Board. In addition, it is anticipated that the Association shall require the roof, exterior walls, sidewalks, patios and driveways of all Homes to be pressured washed every three years. The Board of Directors shall convene a duly noticed meeting to determine when the uniform exterior painting and pressuring washing shall be required for all Homes in the Community and each Owner shall have at least 120 days to commence the work after the Association provides written notification of required painting or cleaning. Each Owner shall have the right to paint or clean more frequently than required by the Association, provided that prior written approval of paint color is obtained from the Board of Directors. Notwithstanding the foregoing, by majority vote of the Members at a duly notice meeting, the Association may enter into a contract for painting or pressuring washing of all

Homes in the Community and charge each Owner its equal share of the cost thereof as a Special Assessment. If any Owner fails or refuses to paint or pressure wash its Home or other improvements as required herein, the Association may perform the work and charge the Owner the cost thereof as an Individual Assessment.

ARTICLE XII

COVENANTS RELATING TO FIRST MORTGAGEES

Section 1. The following actions will require the prior written approval of two-thirds (2/3) of the holders of record of Institutional First Mortgages on Lots within the Property, (based upon one (1) vote for each Institutional First Mortgage holder): the abandonment, partition, subdivision, encumbrance, sale or transfer of the Common Area by the Association, other than the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area; a material change in the method of determining the assessments or other charges that may be levied against an Owner; the failure of the Association to maintain fire and extended coverage on any insurable improvements hereafter on the Common Area and any insurable improvements thereon in an amount that shall not be less than one hundred (100%) percent of the insurable value, based on the current replacement costs; the use of the insurance proceeds paid to the Association for any loss to the Common Area, or the improvements thereon, for any purpose other than the repair, replacement or reconstruction of the Common Area and the improvements thereon; the amendment of the Declaration in any manner which materially affects or impairs the rights of an Institutional First Mortgagee; the conveyance, encumbrance or hypothecation in any manner of the Common Area.

Section 2. An Institutional First Mortgage encumbering any Lot in the Property may singly or jointly with other Institutional First Mortgagees: pay the taxes or other charges which are in default and which may or have become a charge against the Common Area; pay overdue premiums on hazard insurance policies for the Common Area; or secure new hazard insurance coverage for the Common Area after lapse of the existing coverage. In the event any Institutional First Mortgagee makes any of the aforementioned payments, such Institutional First Mortgagee shall be entitled to immediate reimbursement from the Association for the payments advanced, and such Mortgagee shall be subrogated to the assessment and lien rights of the Association against the Owners for the repayment of such advance, and the expense of making such reimbursement to the Institutional First Mortgagee shall be deemed a common expense of the Association.

Section 3. No provision of this Declaration shall be interpreted to give an Owner, or any other party, priority over the rights of any Institutional First Mortgagee pursuant to the terms of its Mortgage on any Lot on the Property in the event of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 4. Any Institutional First Mortgagee of a Lot on the Property who obtains title to a Lot pursuant to the remedies provided in said Mortgagee's Institutional First Mortgage on that Lot, or obtains title by deed in lieu of foreclosure, shall not be jointly and severally liable with the prior owner for unpaid assessment or charges accrued against said Lot prior to the acquisition of title to said Lot by such Mortgagee; however, such Mortgagee, or its successors or

assigns as a subsequent holder of the first mortgage, acquiring title to a Lot by foreclosure or by deed in lieu of foreclosure, shall be liable for the unpaid Assessments that became due before the mortgagee's acquisition of title in the amount equal to the lesser of (i) the Lot's unpaid Assessments and Special Assessments that accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or (ii) one percent of the original mortgage debt on the Lot. The limitations on Assessment liability for Institutional First Mortgagees obtaining title through foreclosure provided by this paragraph apply only if the Institutional First Mortgagee filed suit against the Owner and initially joined the Association as a defendant in the mortgagee foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable. Institutional First Mortgagees shall be responsible for all Assessments on the Lot as of the date of acquisition, including any Special Assessment or Individual Assessment assessed or coming due after the date of acquisition of title to the Lot.

Section 5. The Institutional First Mortgagee of any Lot on the Property is entitled, upon request, to written notification from the Association of any default in the performance by the Owner of any of such Owner's obligations pursuant to the terms of this Declaration, which default is not cured after sixty (60) days' notice to such Owner.

Section 6. Any Institutional First Mortgagee who acquires title to any portion of the Property by way of foreclosure, deed in lieu of foreclosure, or otherwise, shall be entitled to any exemption from the restrictions on sales and leasing of Homes and Lots to the same extent that Declarant would be exempt from such restrictions.

ARTICLE XIII

LEASE AND OCCUPANCY RESTRICTIONS

Section 1. Leases. No home shall be used as an "Air Bed and Breakfast" ("Airbnb") nor may any home be used to lease out individual rooms to multiple residents. All leases shall be in writing and a copy of such lease shall be reviewed by the Association prior to the effective date of the lease. The lease shall provide that the Association shall have the right to terminate the lease in the name of and as agent for the lessor upon default by tenant in observing any of the provisions of the Declaration, the Articles of Incorporation, Bylaws of the Association and applicable rules and regulations, if any. The Owner or lessee requesting the review shall pay to the Association or its management agent a fee of One Hundred and No/100 ($100.00) Dollars or the maximum amount permitted by the Florida Statutes, to cover the costs of reviewing the lease and examining records. No lease shall be approved for a term of less than seven (7) months. No Home may be leased more than two (2) times in any calendar year unless otherwise approved by Association in the case of hardship. The prior written review of the Association for a lease shall not apply to Lots and/or Homes acquired by an Institutional Mortgagee who has acquired title to the Lot and/or Home through foreclosure or deed in lieu of foreclosure. The Owner will be jointly and severally liable with the tenant to the Association for any sum which is required by the Association to affect such repairs or to pay any claim for injury or damage to property caused

by the negligence of the tenant. The Board of Directors may by a majority vote establish a requirement that a sum of money not to exceed One Thousand and No/100 ($1,000.00) Dollars or one month's rent, whichever is greater, be deposited in escrow with the Association as a security deposit for the purpose of covering the cost of any damage to the Common Area or other portions of the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The number of occupants must comply with applicable Federal Law and local codes regarding the size of the Home. The tenant, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and all policies adopted by Association. By acceptance of a deed to a Home, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her tenant should the tenant refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such tenant and the costs of the same shall be charged to the Owner as an Individual Assessment. During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home. If a Lot or Home is occupied by a tenant and the Owner is delinquent in paying any monetary obligation due to the Association, the Association may demand that the tenant pay to the Association all rental payments becoming due and continue to make such payments until all the monetary obligations of the Owner related to the Lot have been paid in full and the Association releases the tenant or until the tenant discontinues tenancy, in accordance with the terms of Florida law.

ARTICLE XIV

WATER MANAGEMENT SYSTEMS

Section 1. Transfer of Surface Water Management System. The Association shall exist in perpetuity. However, should the Association dissolve, the Surface Water Management System, property containing the Surface Water Management System and water management portions of Common Area shall be conveyed to one of the following: (i) local governing unit, municipal service taxing unit or special taxing unit, (ii) active water control district created pursuant to Chapter 298, Florida Statues, drainage district created by special act, special district defined in Chapter 189, Florida Statues, community development district created pursuant to Chapter 190, Florida Statutes, special assessment district created pursuant to Chapter 170, Florida Statues, or water management district created pursuant to Chapter 373, Florida Statues, (iii) state or federal agency, (iv) duly constituted communication, water, sewer, stormwater, electrical or other public utility, (v) construction permittee so long as such construction permittee continues to own the Surface Water Management System and water management portions of Common Area, or (vi) non-profits corporation, including homeowner's association, property owners' association, condominium owners' or master association so long as it submits the required paperwork and has the financial, legal and administrative capability to provide for the long term operation and maintenance of the Surface Water Management System (each an "**Approved Entity**"). The Approved Entity must have the powers listed in Section 12.3.4(b)1. through 8. of the WMD Applicant Handbook Volume 1 effective June 1, 2018 (the "**WMD Handbook**"), the covenants and restrictions required in Section 12.3.4(c)1. through 9. of the WMD Handbook, and the ability

to accept responsibility for the operation and maintenance of the system described in Section 12.3.4(d)1. or 2. of the WMD Handbook, all as the same may be amended or renumbered from time to time.

Section 2. Amendments Pertaining to Surface Water and Stormwater Management System. Any amendment of this Declaration which would affect the Surface Water and Stormwater Management System or the responsibility of the Association, or its agents, to maintain, or cause to be maintained, the Surface Water and Stormwater Management System must be approved by the Association and WMD for a determination of whether the amendment necessitates a modification of the Permit. The amendment may not be finalized until any necessary Permit modification is approved.

Section 3. Surface Water Management. No Owner or any other person or entity other than Declarant shall do anything to adversely affect the surface water management and drainage of the Property, including the Surface Water Management System, without the prior written approval of the Association and any controlling governmental authority, including but not limited to the excavation or filling in of any lake or canal, or the changing of the elevation of any portion of the Property, provided the foregoing shall not be deemed to prohibit or restrict the initial construction of improvements upon the Property by Declarant or by the developer of any portion of the Property in accordance with permits issued by controlling governmental authorities. In particular, no Owner other than Declarant or the Association, shall install any landscaping, place any fill on a Lot, remove or cut littoral plantings or native vegetation, spray herbicide or grade portions of the Property which would adversely affect the drainage of any contiguous Lot. No construction activities may be conducted relative to any portion of the Surface Water Management System, including but not limited to digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the system as permitted without the consent of the Association or WMD. No Owner or other person or entity shall unreasonably deny or prevent access to water management areas for maintenance, repair or landscaping purposes by the Declarant, Association, the WMD, or any appropriate governmental agency that may require access. No person shall fill, dike, rip-rap, block, divert or change the water retention and drainage areas that have been or may be created without the prior written consent of the Association and WMD. No Owner may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas, and drainage easements described in the Permit or Plat, unless prior approval is received from the Association and WMD. If such actions are permitted by the Association and WMD, the Declarant or the Association may draw water for irrigation or other purposes from any water management area. All recreational activities, including without limitation, boating, swimming, wading or fishing, in water management areas are strictly prohibited. If the Permit requires monitoring or maintenance of the wetland mitigation areas, the Association shall allocate sufficient funds in its annual operating budget to complete such monitoring or maintenance until the WMD determines that areas are successful in accordance with the Permit.

Section 4. Conservation Areas. The Property, including the Common Areas and some Lots, may contain conservation tracts, wetland preservation areas, and upland buffers (collectively, the "Conservation Areas") subject to conservation and preservation easements for

same. Conservation and preservation easements on the Property may be established or dedicated on the Plat, by a separate instrument and/or this Declaration. In addition to any additional restrictions set forth in the foregoing documents, the following activities are prohibited in the Conservation Areas: (1) construction or placing of buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground; (2) dumping or placing of soil or other substances or materials as landfill, or dumping or placing of trash, waste or unsightly or offensive materials; (3) removal or destruction of trees, shrubs or other vegetation, except for the removal of exotic or nuisance vegetation in accordance with a district approved maintenance plan; (4) excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface; (5) surface use, except for purposes that permit the land or water easement to remain in its natural condition; (6) activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation, including, but not limited to, ditching, digging and fencing; (7) acts or uses detrimental to aforementioned retention of land or water easement; and (8) acts or uses which are detrimental to the preservation of any features or aspects of the conservation easements having historical or archaeological significance.

Section 5. Rights of Enforcement. The WMD, the Association, the Declarant and each Owner shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, monitoring, repair and replacement of the Surface Water and Stormwater Management System. Notwithstanding the foregoing, the WMD has the right to take enforcement action, including a civil action for injunction and penalties, against the Association's insurance policy or Association, as applicable, to compel it to correct any outstanding problems with the Surface Water and Stormwater Management System facilities or the mitigation or conservation areas under the responsibility or control of the Association.

Section 6. WMD Permit. The Environmental Resource or Surface Water Management Permit is made a part of this Declaration and attached hereto as Exhibit "D". Copies of the Permit and any future permit actions of the WMD shall be maintained by the Registered Agent of the Association for the benefit of the Association.

ARTICLE XV

INSURANCE AND HAZARD LOSSES

Section 1. Authority. The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk insurance, if available at commercially reasonable rates, for all insurable improvements on the Common Areas. If blanket all-risk coverage is not available at commercially reasonable rates, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. Insurance that shall be carried on the Common Areas and the Association Property, to the extent provided in this Article XV, shall be governed by the following provisions:

Section 2. Named Insured. All insurance policies upon the Common Areas and the Association Property shall be purchased by the Association and shall be placed in a single agency or company, if possible, licensed by the State of Florida. The named insured shall be the

Association. The Association has the authority to use their discretion in obtaining the coverage listed hereinafter, as some of the requirements may be or become unobtainable or may be cost prohibitive.

Section 3. Coverage. The Association shall use its best efforts to maintain insurance covering the following:

(a) Casualty. The Common Areas including any structures thereon, and all fixtures, installations or additions comprising that part of the Common Areas to be insured under the Association's policy(ies) and such improvements from time to time, together with all fixtures, building service equipment, personal property and supplies constituting the Common Areas or owned by the Association (collectively the "**Insured Property**"), shall be insured in an amount not less than 100% of the full insurance replacement value thereof. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against:

(b) Loss or Damage by Fire and Other Hazards covered by a standard extended coverage endorsement; and

(c) Such Other Risk as from time to time are customarily covered with respect to the Common Areas and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.

(d) Flood Insurance. If any part of the Common Areas or Association Property is in a Special Flood Hazard Area as designated on a Flood Insurance Rate Map, the Association may maintain a master or blanket policy of flood insurance. The amount of flood insurance should be at least equal to the lesser of 100% of the insurable value of the facilities or the maximum coverage available under the appropriate National Flood Insurance Administration program.

(e) Liability Insurance. If the policy does not include "severability of interest" in its terms, a specific endorsement must be obtained to preclude the insurer's denial of an Owner's claim because of negligent acts of the Association or of other Owners.

(f) Public Liability Insurance. The Association shall obtain public liability and property damage insurance covering all of the Common Areas and the Association Property and insuring the Association and the Members as their interests appear in such amounts and providing such coverage as the Board of Directors of the Association may determine from time to time. The liability insurance shall include, but not be limited to, hired and non-owned automobile coverage.

(g) Workmen's Compensation Insurance. The Association shall obtain workmen's compensation insurance in order to meet the requirements of law, as necessary.

(h) Directors and Officers Liability Insurance. The Association shall obtain directors and officers liability insurance providing such coverage as the Board of Directors of the Association may determine from time to time.

(i) Other Insurance. The Board of Directors of the Association shall obtain such other insurance as they shall determine from time to time to be desirable.

Section 4. Subrogation Waiver. If available, the Association shall obtain policies which provide that the insurer waives its right to subrogation as to any claim against Members, the Association and their respective servants, agents and guests.

Section 5. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out any of the provisions of this Section shall be assessed against and collected from Members as part of the Annual Assessments.

Section 6. Association's Power to Compromise Claims. The Board of Directors of the Association is hereby irrevocably appointed agent for each Member and for each holder of a mortgage or other lien, for the purpose of compromising and settling all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon payment of claims.

ARTICLE XVI

GENERAL PROVISIONS

Section 1. Covenants Run With Land. All covenants, conditions, restrictions, reservations, easements, liens and charges contained in this Declaration shall constitute covenants running with the Property, and all grantees, devisees, or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions of (a) this Declaration of Covenants, Restrictions, Conditions and Easements, and (b) the Articles of Incorporation and Bylaws of the Association. The Association shall be the entity responsible for the operation and maintenance of the Common Area.

Section 2. Enforcement. The Declarant or the Association shall have the right during the Development Period to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration by proceedings at law or in equity. After the Development Period, the Association or any Owner shall have the right to enforce, by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. In any such legal or equitable proceedings to enforce any restriction, condition, covenant, reservation, lien or charge now or hereafter imposed by these covenants, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs including at all appellate levels.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 4. Duration. The covenants, conditions, restrictions, reservations, easements, liens and charges provided for in this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. In the event the Association ceases to exist, except as provided in Article XIV, Section 1 herein, any Owner may petition the Circuit Court for the appointment of a Receiver to manage the affairs of the Association and all Common Area and the corresponding infrastructure will be dedicated or conveyed to a similar non-profit organization or entity to assure continued maintenance and operation.

Section 5. Amendment. So long as there is a Class B membership, Declarant reserves the right to amend this Declaration without the consent of the Owners, subject to the terms and conditions herein. Such amendments shall not require the consent of the Institutional First Mortgage Lenders and shall become effective when executed by Declarant and recorded in the Public Records of the County, Florida. After the Class B membership terminates, the covenants and restrictions of this Declaration may be amended by an affirmative vote of not less than a majority of the Owners at duly notice meeting for the purpose of voting on such amendment. Notwithstanding anything in this Declaration to the contrary, any amendment to the Declaration, Articles or Bylaws affecting any aspect of the Surface Water Management System must receive prior written approval of the WMD. Any amendments must be properly recorded in the Public Records of the County, in the State of Florida. Notwithstanding anything in the Declaration to the contrary, to the extent any amendment affects the Declarant's or the Builders' rights under the Declaration, such amendment shall require consent of the Declarant or the Builder(s) respectively. Any purported amendment without such approval shall be deemed void and of no force and effect unless subsequently approved by a written consent signed by Declarant and/or Builder(s) and recorded in the Public Records of the County.

Section 6. Remedies for Violation. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of a committee of the Association seated for the purpose of hearing such violation matters, at which time the Owner shall present reasons why a fine(s) should not be imposed. At least fourteen (14) days' notice of such meeting shall be given.

(b) Hearing: The alleged non-compliance shall be presented to the committee after which the committee shall hear reasons why a fine(s) should not be imposed. A written decision of the committee shall be submitted to the Owner by not later than fifteen (15) days after the committee's meeting. The Owner shall have a right to be represented by counsel and to cross examine witnesses.

(c) Amounts: The Board of Directors (if the committee's findings are made against the Owner) may impose special assessments against the Lot owned by the Owner as follows:

(1) First non-compliance or violation which are of a continuing nature: a fine not in excess of One Hundred and No/100 ($100.00) Dollars per day not to exceed One Thousand and No/100 ($1,000.00) Dollars in the aggregate.

(2) Second non-compliance or violations which are of a continuing nature: a fine not in excess of One Hundred and No/100 ($100.00) Dollars per day without a limitation on the aggregate amount of the amount due.

(d) Payment of Penalties. Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

(e) Collection of Fines. Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth herein.

(f) Application of Proceeds. All monies received from fines shall be allocated as directed by the Board of Directors of the Association.

(g) Non-Exclusive Remedies. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

(h) Right of Entry. In addition to the foregoing rights, whenever (a) there shall have been built within the Property any structure which is in violation of this Declaration or in the event of any damage or destruction of any of the Property or portion thereof by an Owner or any of its guests, invitees, lessees or occupants, into disrepair and/or has not been maintained as required by this Declaration and/or any Rules, or (b) any portion of the Property and/or Home owned by an Owner has fallen into disrepair and/or has not been maintained as required by this Declaration and/or any Rules, a duly authorized representative of the Association may enter upon the Property where such violation, damage or destruction exists and summarily abate, remove or correct the same at the expense of the Owner; provided, however, that the Association shall then make the necessary repairs, constructions, etc., to insure that the Property and improvements where such violation occurred is restored to the same condition in which it existed (or should have existed) prior to such violation, and any such entry, abatement, removal or restoration and construction work shall not be deemed a trespass. All amounts expended by the Association, together with interest thereon at the rate of eighteen (18%) percent per annum from thirty (30) days after the date of notification of the violation and all costs and reasonable attorney's fees incurred by the Association shall be treated as an assessment subject to the provisions for the collection of assessments as set forth herein.

Section 7. Effect of Waiver of Violation. No waiver of a breach of or violation of any of the terms, provisions and covenants in this Declaration, or in the Articles or Bylaws, shall

be construed to be a waiver of any succeeding breach or violation of the same term, provision or covenant of this Declaration, or the Articles or Bylaws.

Section 8. Instruments Governing Common Area and Owners of Lots. This Declaration and the Articles and Bylaws, and any lawful amendments thereto shall govern the Common Area and the rights, duties and responsibilities of the Owners of Lots.

Section 9. HUD/FHA, VA, FNMA Approval. If the Property is approved by the Department of Housing and Urban Development ("HUD") as a Planned Unit Development, as long as there is a Class B membership, the following actions may require the prior approval of HUD/FHA or the Veterans Administration or the Federal National Mortgage Association: Annexation of additional properties, mergers and consolidations, mortgaging of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions affecting or modifying rights of Institutional First Mortgagees hereunder.

Section 10. Agreements for Professional Management. Any agreement for professional management, or any other contract providing for services of the Declarant may not exceed three (3) years. Any such agreement must provide for the termination by either party without cause and payment of a termination fee on sixty (60) days or less written notice.

Section 11. Disclaimer of Representations. Notwithstanding anything to the contrary herein, neither Declarant nor any Builder makes any warranties or representations whatsoever that the plans presently envisioned for the development of the Property or surrounding land can or will be carried out, or that any real property now owned or hereafter acquired by the Declarant is or will be subjected to this Declaration, or that any such real property (whether or not is have been subjected to this Declaration) is or will be committed to or developed for a particular (or any) use, or that if such real property is once used for a particular use, such use will continue in effect. While Declarant has no reason to believe that any of the restrictive covenants and other provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenant and other provisions. Any Owner acquiring a Lot in reliance on or more of such restrictive covenants and other provisions herein shall assume all risks of the validity and enforceability thereof and by accepting a deed to the Lot agrees to hold Declarant and any Builder harmless therefrom.

Section 12. Notice to Owners. Whenever notices are required to be given hereunder, the same shall be sent to the Owner by United States First Class Mail, postage prepaid, at the address of the Home situated upon the Lot. Such notices shall be deemed given when deposited in the United States Mail. Any Owner may change his mailing address by written notice given to the Declarant or the Association in the official records of the Florida Department of State, Division of Corporations, or the official address of the Association as it may be designated from time to time.

Section 13. Grammatical Construction. Wherever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and the plural shall include the singular.

Section 14. Conflicts. In the event of any conflict between the provisions of this Declaration, the Articles and the Bylaws, the provisions of this Declaration, the Articles and the Bylaws shall control in that order.

Section 15. CABLE TELEVISION, INTERNET AND HOME SECURITY MONITORING SERVICES. THE ASSOCIATION IS NOT OBLIGATED TO BUT MAY ENTER TO AN AGREEMENT WITH A CABLE TELEVISION COMPANY, INTERNET SERVICE PROVIDER AND/OR SECURITY MONITORING COMPANY PURSUANT TO WHICH ALL OF THE OWNERS WILL BE PROVIDED CABLE TELEVISION AND/OR INTERNET SERVICE AND/OR HOME SECURITY MONITORING SERVICES WHICH WILL BE CHARGED AS ASSESSMENTS. THE ASSOCIATION MAY REFUSE ENTRY INTO THE PROPERTY BY ANY REPRESENTATIVE OF ANY CABLE TELEVISION COMPANY, INTERNET SERVICE PROVIDER AND/OR SECURITY MONITORING COMPANIES OTHER THAN THE CABLE TELEVISION, INTERNET SERVICE PROVIDER AND/OR SECURITY MONITORING COMPANY WHICH HAS ENTERED INTO AN AGREEMENT WITH THE ASSOCIATION. IN THE EVENT SECURITY MONITORING IS PROVIDED TO THE OWNERS BY THE ASSOCIATION, THE DECLARANT AND THE ASSOCIATION WILL HAVE NO LIABILITY OF ANY KIND OR NATURE DUE TO THE FAILURE OF THE SECURITY MONITORING COMPANY TO DETECT OR REACT TO FIRE, UNAUTHORIZED ENTRY, OR OTHER SECURITY PROBLEM IN ANY HOME.

Section 16. LIMITATION OF LIABILITY OF ASSOCIATION. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER BE A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(a) IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTY AND THE VALUE THEREOF;

(b) THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, THE COUNTY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND

(c) ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING USE OF ANY PORTION OF THE PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OF MAKING SUCH USES) SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS PROVISION.

AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD OF DIRECTORS MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF THE DECLARANT, BUILDERS AND THEIR AFFILIATES, WHICH SHALL BE FULLY PROTECTED HEREBY.

Section 17. Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF THE PROPERTY ARE HEREBY PLACED ON NOTICE THAT THE DECLARANT, BUILDERS, THE ASSOCIATION, AND ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (THE "LISTED PARTIES") WILL BE, FROM TIME TO TIME, CONDUCTING EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE PROPERTY. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, OR BY USING ANY PORTION OF THE PROPERTY, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE PROPERTY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) THAT ENTRY GATES MAY BE OPEN DURING ANY PERIODS OF CONSTRUCTION AT ANY TIMES OR ALL TIMES IN THE SOLE DISCRETION OF THE DECLARANT OR THE ASSOCIATION (iv) THE LISTED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL

LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, (v) ANY PURCHASE OR USE OF ANY PORTION OF THE PROPERTY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (vi) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DECLARANT TO SELL, CONVEY, LEASE AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF THE PROPERTY.

Section 18. Notices and Disclaimers as to Water Bodies and Wildlife. THE SUBDIVISION MAY CONTAIN WATER BODIES SUCH AS LAKES, PONDS, CANALS, CREEKS, STREAMS, PRESERVES OR OTHER BODIES OF WATER IN OR IN THE VICINITY OF THE SUBDIVISION ("WATER BODIES"). SUCH WATER BODIES MAY POSE HEALTH AND SAFETY RISKS TO OWNERS, OCCUPANTS AND USERS OF THE PROPERTY IN AND AROUND THE SUBDIVISION, INCLUDING THE RISK OF DANGEROUS WILDLIFE. ALL OWNERS, OCCUPANTS AND USERS OF THE PROPERTY ARE HEREBY PLACED ON NOTICE THAT THE DECLARANT, BUILDERS, THE ASSOCIATION, AND ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (THE "LISTED PARTIES") SHALL NOT BE LIABLE TO OWNERS, OCCUPANTS AND USERS OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE SAFETY, WATER QUALITY OR WATER LEVEL OF OR IN ANY WATER BODIES. ALL OWNERS, OCCUPANTS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF SUCH PROPERTY, TO HAVE AGREED TO RELEASE THE LISTED PARTIES FROM ALL CLAIMS FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH WATER BODIES. FURTHER, THE LISTED PARTIES ARE NOT RESPONSIBLE FOR MAINTAINING OR ASSURING SAFETY OF ANY OWNERS, OCCUPANTS OR USERS OF WATER BODIES OR AREAS IN OR AROUND SUCH WATER BODIES. NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OCCURRING IN, OR OTHERWISE RELATED TO ANY WATER BODIES. ALL PERSONS USING OR ENJOYING WATER BODIES OR SURROUNDING AREAS OF THE WATER BODIES SHALL DO SO AT THEIR OWN RISK. ALL OWNERS, OCCUPANTS AND USERS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALL TYPES OF WILDLIFE, INCLUDING ALLIGATORS, SNAKES, PANTHERS, BEARS AND OTHER ANIMALS, MAY LIVE, MIGRATE, CREATE HABITATS OR ENTER INTO WATER BODIES AND SURROUNDING PROPERTY AND MAY POSE A HEALTH AND SAFETY THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT OR INSURE AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE. NO PERSONS SHALL SWIM IN ANY WATER BODIES WITHIN THE COMMUNITY NOT SPECIFICALLY DESIGNATED FOR SWIMMING AND NO PERSONS IN THE COMMUNITY SHALL FEED ANY WILDLIFE IN OR AROUND THE COMMUNITY.

IN WITNESS WHEREOF, Troon Creek, LLC has executed this Declaration, this 10th day of November, 2020.

Signed, sealed and delivered
in the presence of:

Name: CARL L Johnson

Name: Sharon M. Lee

TROON CREEK, LLC, a Florida limited liability company

By:
Name: Craig J. Rawlek Jr.
Title: Manager

STATE OF FLORIDA)
) SS
COUNTY OF Alachua)

The foregoing instruction was acknowledged before me by means of [X] online notarization or [ ] physical presence this 10th day of November, 2020, by Craig Rawlek, as Manager, of Troon Creek, LLC, a Florida limited liability company, on behalf of the company. The foregoing person identified himself by producing Florida driver license.

Notary Signature

[SEAL]

CARL L. JOHNSON
MY COMMISSION # GG 149216
EXPIRES: November 13, 2021
Bonded Thru Notary Public Underwriters

Print Notary Name:
Notary Public, State of Florida at Large
My Commission Expires: _____

ASSOCIATION JOINDER

Briarwood Homeowner's Association of Alachua, Inc., a Florida corporation not-for-profit, whose mailing address is 405 Cinnamon Oak Court, Lake Mary, Florida 32746, hereby approves and joins in the Declaration of Covenants, Conditions and Restrictions of Briarwood and the Exhibits attached thereto, and agrees to be bound by the terms thereof and will comply with and perform the terms and conditions of the Declaration.

In Witness Whereof, Briarwood Homeowner's Association of Alachua, Inc. has executed this Joinder on this 10th day of November, 2020.

Signed, sealed and delivered
in the presence of:

Name: CARL L JOHNSON

Name: Sharon M Bell

BRIARWOOD HOMEOWNER'S
ASSOCIATION OF ALACHUA, INC.,

By: _____
Name: Craig Rohrer
Title: President

STATE OF FLORIDA)
:SS.
COUNTY OF ALACHUA)

The foregoing instruction was acknowledged before me by means of [X] online notarization or [ ] physical presence this 10th day of November, 2020, by Craig Rohrer, as President of Briarwood Homeowner's Association of Alachua, Inc., a Florida corporation not-for-profit, on behalf of said Corporation. The foregoing person is well known to me.

CARL L. JOHNSON
MY COMMISSION # GG 149216
EXPIRES: November 13, 2021
Bonded Thru Notary Public Underwriters

[SEAL]

_____
Notary Signature

_____
Print Notary Name
Notary Public, State of Florida at Large
My Commission Expires: _____

EXHIBIT A"

PROPERTY

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

A tract of land lying in Section 8, Township 8 South, Range 18 East, Alachua County, Florida. Being more particularly described as follows:

Commencing at the Northeast corner of said Section 8; thence run S 87°18'16" W, along the North line of said section, a distance of 58.60' to the West right of way line (R/W) of County Road No. S-235-A and the Point of Beginning; thence continuing S 87°18'16" W along said North line, a distance of 2949.98' to the West line of the East half of Section 8; thence S 05°35'27" E, along said West line, a distance of 1335.81'; thence N 87°18'22" E, a distance of 1577.01'; thence N 01°47'45" W, a distance of 322.90'; thence N 87°17'33" E, a distance of 94.86'; thence N 01°47'45" W, a distance of 200.00'; thence N 87°17'33" E, a distance of 1198.28' to the West R/W of County Road No. S-235-A; thence N 01°47'45" W, along said R/W line, a distance of 368.34' to the point of curvature of a tangent curve, concave to the West, having a radius of 11409.16' and a central angle of 02°13'25"; thence Northerly along said R/W curve, a distance of 442.77' to the North line of Section 8 and the Point of Beginning.

EXHIBIT "B"

ARTICLES

ARTICLES OF INCORPORATION FOR
Briarwood Homeowners Association of Alachua, Inc.
(a corporation not-for-profit)

The undersigned, acting as Incorporator(s) of a corporation pursuant to Chapter 617, Florida Statutes, and Chapter 720, Florida Statutes, adopt(s) the following Articles of Incorporation:

ARTICLE I - NAME

The name of the corporation shall be the Briarwood Homeowners Association of Alachua, Inc., a Florida corporation not for profit (the "Association").

ARTICLE II – DEFINITIONS

Each term used herein, except as otherwise defined herein, is defined in the Declaration of Covenants, Conditions, and Restrictions of Briarwood (the "Declaration") recorded, or to be recorded, among the Public Records of Alachua County, Florida by Troon Creek, LLC, a Florida limited liability company (the "Declarant") and shall have the same meaning or definition ascribed thereto in the Declaration.

ARTICLE III - PRINCIPAL PLACE OF BUSINESS AND MAILING ADDRESS

The principal place of business and mailing address of the corporation shall be 405 Cinnamon Oak Court, Lake Mary, Florida 32746.

ARTICLE IV - PURPOSE(S)

The corporation is organized as a corporation not-for-profit under Chapter 617 of the laws of the State of Florida, subject to the extent applicable, to Chapter 720 of the laws of the State of Florida. The specific purposes for which the corporation is organized are:

Section 1. To promote the health, safety and social welfare of the Owners of Property within the residential community of Briarwood as described in the Declaration.

Section 2. To own and maintain, repair and replace the Association Property and the Common Areas and other items, including landscaping and other improvements in and/or benefiting said Association Property and Common Areas, for which the obligation to maintain and repair has been delegated and accepted.

Section 3. To control the specifications, architecture, design, appearance, elevation and location of, and landscaping around, all buildings and improvements in the Community as provided for in the Declaration, which may include walls, fences, swimming pools, sewers, drains, disposal systems or other structures constructed, placed or permitted to remain in the Property, as well as the alteration, improvement, addition or change thereto.

Section 4. To operate without profit for the benefit of its Members.

Section 5. To perform those functions granted to or reserved by the Association in the Declaration.

ARTICLE V - GENERAL POWERS

The Association shall have all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the Bylaws or the Declaration including, without limitation, the following:

Section 1. To hold funds solely and exclusively for the benefit of the Members for the purposes set forth in these Articles of Incorporation.

Section 2. To promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.

Section 3. To delegate power or powers where such is deemed in the interest of the Association.

Section 4. To affix assessments to be levied against Lots within the Property and the costs of effectuating the objects and purposes of the Association, pay common expenses, and to create reasonable reserves for such expenditures, and to authorize its Board of Directors, in its discretion, to enter into agreements with mortgage companies and other organizations for the collection of such assessments.

Section 5. To pay taxes and other charges, if any, on or against the Association Property and the Common Area.

Section 6. To have all express powers conferred upon the Association by the Declaration, Chapter 720, Florida Statutes, and to have all powers conferred upon a corporation by the laws of the State of Florida, including Chapter 617, except as prohibited herein.

Section 7. To engage in activities which will actively foster, promote and advance the common interests of all Owners of any portion of the Property, including contracting for services to be provided to the Association.

Section 8. To own, convey, buy or otherwise acquire, sell or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate and otherwise deal in and with real, personal and mixed property of all kinds and any right or interest therein of the Association for purposes of advancing the common interests of all Owners of any portion of the Property.

Section 9. To borrow money for any purpose subject to all limitations in the Declaration or Bylaws.

Section 10. To sue and be sued.

Section 11. To adopt, alter and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of the Association, provided, however, such Bylaws may not be inconsistent with or contrary to any provisions of the Declaration.

Section 12. To own and control Common Area land where the Surface Water Management Systems are located to the extent necessary to operate and maintain Surface Water Management System facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplains compensation areas, wetlands and any associated buffers, if any, wetland mitigation areas, as applicable and required by the Permit, preserve areas, if any, and drainage easements and to contract for services to provide for such operation and maintenance.

Section 13. To conduct ongoing reporting for all governmental and or regulatory permits issued to the Declarant for construction and improvement of the "~~Alachua North~~" "Briarwood" Subdivision that require ongoing reporting and to enforce such permits until such time that all governmental or regulatory agency requirements have been satisfied. It is expressly understood that this obligation and any costs associated with carrying out this obligation shall be borne by the Association.

Section 14. To levy and collect adequate assessments from the Members of the Association for the costs of maintenance, operation, and, if necessary, replacement, of the common areas, including but not limited to the Surface Water Management System.

Section 15. To contract for services for the operation, maintenance, and management of Common Areas and Association Property and all other property dedicated to or maintained by the Association.

Section 16. To mortgage or convey Common Area with the affirmative vote of at least two-thirds of the Class A Membership.

ARTICLE VI- MANNER OF ELECTION OF DIRECTORS

Directors shall be elected or appointed in accordance with the provisions of the Bylaws of the Association.

ARTICLE VII - MEMBERS

Section 1. Every Owner of a Lot shall be a Member of the Association and subject to the terms and conditions of the Declaration. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to Assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of the Declarant (until the expiration of the Class M Membership) and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they

determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to three (3) votes for each of the votes held by all other Members of the Association; provided, however, that notwithstanding any provision to the contrary, the Declarant shall have the right to appoint the entire Board of Directors of the Association until three months after 90% of the Lots have been conveyed to Owners other than the Declarant or its designated successor or assigns or to Builders, or at an earlier date at the sole discretion of the Declarant unless otherwise provided by applicable law ("Turnover"). At such time, the Declarant shall call a meeting in accordance with the provisions herein for Special Meetings, to provide for the turnover of control of the Board of Directors to the Owners. The Declarant shall have the right, in its sole discretion, to appoint one member of the Board of Directors for so long as the Declarant owns at least five percent (5%) of the Lots within the Property. Upon expiration of the Class B membership, the Declarant shall become a Class A Member for each Lot it still owns.

ARTICLE VIII - DIRECTORS

The Board of Directors of the Corporation shall be comprised of at least three (3) directors. The members of the Board of Directors and their street addresses are:

Director:	Street Address:
Craig F. Rouhier	405 Cinnamon Oak Court Lake Mary, Florida 32746
Craig J. Rouhier	405 Cinnamon Oak Court Lake Mary, Florida 32746
Jon T. Vincent	405 Cinnamon Oak Court Lake Mary, Florida 32746

As long as Declarant or its designated successor or assigns shall have the right to appoint the entire Board of Directors, Directors need not be Members of the Association and need not be residents of the State of Florida. All Directors appointed by the Declarant shall serve at the pleasure of the Declarant, and may be removed from office, and a successor Director may be appointed at any time by the Declarant.

At the first annual election to the Board of Directors where Directors are elected by the Members, the term of office of the elected Director receiving the highest plurality of votes shall be established at two (2) years, with the other elected Directors to serve for a term of one (1) year. Elections shall be by plurality votes. All Directors shall hold office until the election of new directors at the next annual meeting or resignation of said Director. Each year thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time, and the term of the Director so elected or appointed at

each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the Members which elected or appointed them.

ARTICLE IX - OFFICERS

The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time, by resolution, create. Any two or more offices may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedures set forth in the Bylaws. The names of the Officers who are to manage the affairs of the Association until the next annual meeting of the Board of Directors and until their successors are duly elected and qualified are:

President:	Craig F. Rouhier 405 Cinnamon Oak Court Lake Mary, Florida 32746
Vice President:	Craig J. Rouhier 405 Cinnamon Oak Court Lake Mary, Florida 32746
Secretary and Treasurer:	Jon T. Vincent 405 Cinnamon Oak Court Lake Mary, Florida 32746

ARTICLE X – REGISTERED AGENT, MAILING ADDRESS AND STREET ADDRESS

The street and mailing address of the Corporation's initial registered office and registered agent is Troon Creek, LLC, 405 Cinnamon Oak Court, Lake Mary, Florida 32746.

ARTICLE XI CORPORATE EXISTENCE

The Association shall have perpetual existence. If the Association is dissolved, the control or right of access to the property containing the Surface Water Management System facilities and other dedicated property and related infrastructure shall be conveyed or dedicated to an appropriate, non-profit corporation, governmental unit or public unit in accordance with the Declaration.

ARTICLE XII - BYLAWS

The Board of Directors shall adopt Bylaws consistent with these Articles.

ARTICLE XIII - AMENDMENTS TO ARTICLES OF INCORPORATION AND BYLAWS

Amendment of these Articles requires the approval of at least two-thirds of the membership votes. Notwithstanding the foregoing; (a) for so long as the Declarant has the right to appoint the entire Board of Directors of the Association, the Declarant or its successor or assign shall be permitted to unilaterally amend these Articles; and (b) for so long as Declarant owns any portion of the Property, no amendment of these Articles shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the Declarant, unless the Declarant joins in the execution of the amendment.

Such amendments shall be subject to the prior approval required by any appropriate governmental agency. Notwithstanding anything to the contrary herein contained, amendments for correction of scrivener's errors may be made by the Board of Directors of the Association alone without the need of consent of any other person. Notwithstanding the foregoing, matters stated herein to be or which are in fact governed by the Declaration may not be amended except as provided in such Declaration. Additionally, the provisions which are governed by the By-laws of this Association may not be amended except as provided in the By-laws.

Any amendment to these Articles that would alter the Surface Water Management System, wet detention or any water management areas of the Common Areas must have the prior approval of the WMD. Any such proposed amendments must be submitted to the WMD for a determination of whether the amendment necessitates a modification to the WMD Permit. If the proposed amendment necessitates a modification to the WMD Permit, the modification to the WMD Permit must be approved by the WMD prior to the amendment to these Articles.

ARTICLE XIV- INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. The Association hereby indemnifies any Director or Officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

(a) Whether civil, criminal, administrative or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for any act alleged to have been committed by such person in his capacity of Director or Officer of the Association, or in his capacity as a Director, Officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or Officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

(b) By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or Officer of the Association, or by reason of his being or having been a Director, Officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters as to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

Section 2. The Board of Directors shall determine whether amounts for which a Director or Officer seeks indemnification were properly incurred and whether such Director or Officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

Section 3. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

ARTICLE XV - TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

Section 1. With the exception of Directors and Officers appointed by the Class B Members, any financial or familial interest of an Officer or Director in any contract or transaction between the Association and one (1) or more of its Directors or Officers, or between the Association and any other corporation, partnership, association or other organization in which one (1) or more of its Directors or Officers are directors or officers, or have a financial interest, shall be disclosed, and further shall not be voidable solely for this reason, or solely because the Director or Officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction or solely because his or their votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

Section 2. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction but must abstain from voting on the issue.

ARTICLE XVI - DISSOLUTION

The Association may be dissolved if three-fourths (3/4) of the votes cast at a duly held meeting of the Members of the Association vote in favor of dissolution, if permitted by the Declaration. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XVII – INCORPORATOR

The name and address of the Incorporator is:

Name: Troon Creek, LLC, a Florida limited liability company

Address: 405 Cinnamon Oak Court, Lake Mary, Florida 32746

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation as Incorporator thereof this 10th day of November, 2020.

Troon Creek, LLC, Incorporator

STATE OF FLORIDA
COUNTY OF Alachua

The foregoing instrument was acknowledged before me by means of [X] online notarization or [ ] physical presence this 10th day of November, 2020, by Craig Rowley, as Manager of Troon Creek, LLC, a Florida limited liability company, who is personally known to me or who has produced a Florida driver's license as identification.

Notary Public
Name:
Serial Number:
Commission Expires:

CARL L. JOHNSON
MY COMMISSION # GG 149216
EXPIRES: November 13, 2021
Bonded Thru Notary Public Underwriters

REGISTERED AGENT

The undersigned hereby accepts appointment as Registered Agent of Briarwood Homeowners Association of Alachua, Inc. this 10 day of November, 2020.

Troon Creek, LLC, a Florida limited liability company

By: _____
Name: Craig J. Reuther Sr
Title: MANAGER

EXHIBIT "C"

BYLAWS

BYLAWS OF
BRIARWOOD HOMEOWNERS ASSOCIATION OF ALACHUA, INC.

A corporation not-for-profit organized
under the laws of the State of Florida

1. Identity. These are the Bylaws of BRIARWOOD HOMEOWNERS ASSOCIATION OF ALACHUA, INC., (the "**Association**"), a corporation not for profit incorporated under the laws of the State of Florida, and organized for the purpose of administering that residential Community known as BRIARWOOD located in Alachua County, Florida (the "**Property**").

   1.1 Principal Office. The principal office of the Association shall be at 405 Cinnamon Oak Court, Lake Mary, Florida 32746, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office.

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

   1.3 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.

2. Definitions. For convenience, these Bylaws shall be referred to as the "Bylaws" and the Articles of Incorporation of the Association as the "Articles." The other terms used in these Bylaws shall have the same definition and meaning as those set forth in that certain Declaration of Covenants, Conditions and Restrictions of BRIARWOOD (the "**Declaration**"), unless herein provided to the contrary, or unless the context otherwise requires.

3. Members. The members of the Association ("**Members**") shall be as specified in the Articles and Declaration.

   3.1 Annual Meeting. The annual Members' meeting shall be held on the date, at the place and at the time determined by the Board from time to time, provided that there shall be an annual meeting every calendar year. To the extent possible, the annual meeting shall be held during October, November or December and no later than thirteen (13) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the Members, or as stated in the notice of the meeting sent to Members in advance thereof.

   3.2 Special Meeting. Special Members' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board. A special meeting must be called by the President or Secretary upon receipt of a written request from a majority of the Members of the Association. The business conducted at a special meeting shall be limited to the purposes stated in the notice of the meeting.

3.3 Notice of Meeting; Waiver of Notice. Notice of a meeting of Members stating the time and place and the purpose(s) for which the meeting is called shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place within the Property. The notice of the annual meeting shall be hand delivered or sent by mail to each Owner, unless the Owner waives in writing the right to receive notice of the annual meeting by signing a waiver of notice, in person or by proxy, either before or after the meeting. The delivery or mailing shall be to the address of the Member as it appears on the roster of Members described in Section 10 hereof. The posting and mailing of the notice shall be effected not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting. Proof of posting or hand delivery may be given by affidavit, and proof of mailing of the notice may be given by retention of post office receipts, or by affidavit. Notice of an annual meeting need not include a description of the purpose or purposes for which the meeting is called. Notice of a special meeting must include a description of the purpose or purposes for which the meeting is called.

Notice of Member annual or special meetings may be waived before or after the meeting. The attendance of any Member (or person authorized to vote for such member) shall constitute such Member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

3.4 Quorum. A quorum at Members' meetings shall be attained by the presence, either in person or by proxy, of persons entitled to cast thirty percent (30%) of the votes of Members, unless a higher number is specifically provided elsewhere in the Declaration, the Articles or these Bylaws. If voting rights of any Member are suspended pursuant to the provisions of the Declaration or these Bylaws, the vote(s) of such Member shall not be counted for the purpose of determining the presence of a quorum and the total number of authorized votes shall be reduced accordingly during the period of such suspension.

3.5 Voting.

(a) Classes of Voting Membership. The Association shall have two (2) classes of Members, each with voting rights as follows:

Class A. Class A Members shall be all Owners, including Declarant after the expiration of the Class B Membership. Class A Members shall be entitled to one (1) vote for each Lot they own.

Class B. The Class B Member shall be Declarant. The Class B Member shall be entitled to three (3) votes for each vote Class A Members are entitled to cast at any time, thus giving the Class B Member a three-fourths (3/4ths) majority of votes in the Association. The Class B Membership shall cease upon the first to occur of the following, unless

otherwise provided by applicable law:

(i) three (3) months after ninety percent (90%) of the Lots in the Property that will ultimately be operated by the Association have been conveyed to Members; or

(ii) termination of the Class B Membership by resignation of all Declarant-appointed directors and delivery to the Secretary of the Association of a certificate in recordable form, signed by Declarant and stating that Declarant elects to terminate the Class B Membership. Upon termination of the Class B Membership, Declarant shall retain any voting rights it may have as a Class A Member. Upon expiration of the Class B membership, the Declarant shall become a Class A Member for each Lot it still owns; or

(iii) as otherwise required by applicable law.

Notwithstanding the foregoing, Declarant shall be entitled to appoint at least one (1) member of the Board of Directors of the Association as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots within the Property. After Declarant relinquishes control of the Association, Declarant may exercise the right to vote any Declarant owned voting interest in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting the majority of the Members of the Board of Directors.

(b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Members for all purposes except where otherwise provided by law, the Declaration, the Articles or these Bylaws. As used in these Bylaws, the Articles or the Declaration, the terms "majority of the Members" and "majority of the Members" shall mean a majority of the votes of Members and not a majority of the Members themselves and shall further mean more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Members at which a quorum shall have been attained. Similarly, if some greater percentage of Members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of Members and not of the Members themselves.

(c) Voting Owner. If a Lot is owned by one person, his right to vote shall be established by the roster of Members. If a Lot is owned by more than one person, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by all of the record Owners of the Lot according to the roster of Owners and filed with the Secretary of the Association. Such person need not be a Lot Owner, nor one of the joint owners. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot

concerned. A certificate designating the person entitled to cast the vote for a Lot may be revoked by any record owner of an undivided interest in the Lot. If a certificate designating the person entitled to cast the vote for a Lot is not on file or has been revoked, the vote of the Member(s) of such Lot shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed, except if the Lot is owned jointly by a husband and wife. If a Lot is owned jointly by a husband and wife, they may, without being required to do so, designate a voting Member in the manner provided above. Such designee need not be an Owner. In the event a husband and wife do not designate a voting member, the following provisions shall apply:

(i) If both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting, and their vote shall not be considered in determining whether a quorum is present on that subject at the meeting (and the total number of authorized votes in the Association shall be reduced accordingly for such subject only).

(ii) If only one is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the Lot vote just as though he or she owned the Lot individually, and without establishing the concurrence of the absent person.

(iii) If both are present at a meeting and concur, either one may cast the vote.

(d) Corporation. If a Lot is owned by a corporation or other entity, the Chairman of the Board, President, Vice President, Secretary, or Treasurer of the Corporation holding such Membership in the Association, and any like officer of a foreign corporation whether for profit or not for profit, holding a Membership in the Association, shall be deemed by the Association to have the authority to vote on behalf of the Corporation and to execute proxies and written waivers and consents in relation thereto, unless before a vote is taken on a waiver of consent is acted upon it is made to appear by certified copy of the Bylaws or Resolution of the Board of Directors or executive committee of the Corporation that such authority does not exist or is vested in some other officer or person. In absence of such certification, the person executing any such proxies, waivers or consents or presenting himself at a meeting as one of such officers of a Corporation shall be for the purposes of this Section conclusively deemed to be duly elected, qualified and acting as such officer and be fully authorized. In the case of conflicting representation, the corporate Member shall be deemed to be represented by its Senior Officer, in the order first stated in this subsection.

3.6 Proxies. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawfully adjourned and reconvened meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be dated, must state the date, time, and place of the meeting for which it was given, and signed by the person authorized to cast the vote for the Lot (as above described) and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies need not be Owners. If the proxy form expressly so provided, any proxy holder may appoint, in writing, a substitute to act in his place.

3.7 Adjourned Meetings. Adjournment of an Annual or Special meeting to a different date, time, or place must be announced at the meeting before an adjournment is taken, or notice must be given of the new date, time, or place pursuant to the notice provision of the Bylaws. If a new record date for the adjourned meeting is or must be fixed, notice of the adjourned meeting must be given to persons who are entitled to vote and are Members as of the new record date but were not Members as of the previous record date. If any proposed meeting cannot be organized because a quorum has not been attained, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as provided by law, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

3.8 Order of Business. If a quorum has been attained, the order of business at annual Members' meetings, and, if applicable, at other Members' meetings, shall be:

(a) Call to order by President;

(b) Appointment by the President of a chairman of the meeting (who need not be a Member or a Director);

(c) Proof of notice of the meeting or waiver of notice;

(d) Reading of minutes;

(e) Reports of officers;

(f) Reports of committees;

(g) Appointment of inspectors of election;

(h) Determination of number of Directors;

(i) Election of Directors;

(j) Unfinished business;

(k) New business;

(l) Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

3.9 Minutes of Meeting. Minutes of all meetings of the Members of the Association must be maintained in written form or in another form that can be converted into written form within a reasonable time. The minutes of all meetings of Members shall be kept in a book available for inspection by Members or their authorized representatives or board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

3.10 Delinquent Members. If any Assessment or portion thereof imposed against a Member remains unpaid for ninety (90) days following its due date, such Member's voting rights in the Association shall be automatically suspended until all past due Assessments and other sums then due are paid, whereupon the voting rights shall be automatically reinstated. Delinquent Members shall not be eligible to serve on the Board of Directors.

3.11 Action Without A Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action herein required to be taken at any annual or special meeting of Members, or any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken shall be signed by the Members (or persons authorized to cast the vote of any such Member as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of such Members at which a quorum of such Members (or authorized persons) entitled to vote thereon were present and voted.

Written consent shall not be effective to take the Association action referred to in the consent unless the consent is signed by the Members having the requisite number of votes necessary to authorize the action within sixty (60) days of the date of the earliest dated consent and is delivered in the manner required by this Section.

Any written consent may be revoked prior to the date that the Association receives the required number of consents to authorize the proposed action. A revocation is not effective unless in writing and until received by the Association, or received by the Secretary or other officer or agent of the Association.

A consent signed under this Section has the effect of a meeting vote and may be described as such in any document. Whenever action is taken pursuant to this Section, the written consent of the Members consenting to such action or the

written reports of inspectors appointed to tabulate such consents must be filed with the minutes of proceedings of the Members.

Within ten (10) days after obtaining such authorization by written consent, notice must be given to Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

3.12 Recording. Any Member may tape record or videotape meetings of the Membership. The Board of Directors of the Association may adopt reasonable rules governing the taping of meetings of the Membership.

4. Directors

4.1 Membership. The affairs of the Association shall be managed and governed by a Board of Directors (the "**Board**") of not less than three (3) prior to the Declarant's turnover of control of the Association to Members other than Declarant; of not less than three (3) after the Declarant's turnover of such control; and in no event more than five (5) "Directors", the exact number initially to be as set forth in the Articles, and thereafter, except as provided herein, to be determined from time to time upon majority vote of the membership.

4.2 Election of Directors. The election of Directors shall be conducted in accordance with Chapter 720.306, Florida Statutes, and the following manner:

(a) Election of Directors shall be held at the annual Members' meeting, except as provided herein to the contrary.

(b) Nominations for Directors shall be made in advance of the meeting and no nominations from the floor shall be accepted if ballots are accepted in advance of the meeting.

(c) The election shall be by written ballot (unless dispensed with by majority consent of the Owners represented at the meeting) and decided by a plurality of the votes cast for each candidate.

(d) All Members of the Association shall be eligible to serve on the Board of Directors unless otherwise provided by Florida law, and a Member may nominate himself as a candidate for the Board.

4.3 Vacancies and Removal.

(a) Except as to vacancies resulting from removal of Directors by Members, vacancies on the Board occurring between annual meetings of Members shall be filled by majority action of the remaining Director(s), provided that all vacancies in directorships to which Directors were appointed by the Declarant pursuant to the provisions of Section 4.17 hereof shall be filled by the Declarant without the necessity of any meeting.

(b) Any Director elected by the Members may be removed from office with or without cause by the vote or agreement by a majority of all votes of the Membership. The vacancy in the Board so created shall be filled by the Members at the same meeting or at a meeting of the Membership shortly thereafter. The conveyance of all Lots owned by a Director in the Community who owned one or more Lots at the time he was elected or appointed (other than appointees of the Declarant) shall constitute the resignation of such Director.

(c) Until a majority of the Directors are elected by the Members other than the Declarant, no Directors named by the Declarant shall be subject to removal by Members other than the Declarant. Directors appointed by the Declarant and Directors replacing them may be removed and replaced by the Declarant without the necessity of any meeting.

(d) If a vacancy on the Board of Directors results in there being no incumbent Directors, any Member may apply to the Circuit Court within whose jurisdiction the Property lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Member shall mail to the Association and post in a conspicuous place in the Property a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these Bylaws. If, during such time, the Association fails to fill the vacancy(ies), the Member may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these Bylaws.

4.4 Term. Except as provided herein to the contrary, the term of each Director's service shall extend until the annual meeting of the Members two years from the date of such Director's election and subsequently until his successor is duly elected and qualified as provided for in the Articles of Incorporation, or until he is removed in the manner elsewhere provided.

4.5 Organizational Meeting. The organizational meeting of newly-elected or appointed members of the Board shall be held within ten (10) days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed, and no further notice to or by the Board of the organizational meeting shall be necessary.

(a) All meetings of the Board must be open to all Members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by attorney client privilege. Notices of all Board meetings must be posted in a conspicuous place in the Property at least 48 hours in

advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the Property , notice of each Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers. This subsection also applies to the meetings of any committees or other similar body, including anybody vested with the powers to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a Member.

4.6 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board shall be open to all Members and notice of such meetings shall be posted conspicuously in the Community at least forty-eight (48) hours in advance for the attention of the Members of the Association, except in the event of an emergency. Members shall not be permitted to participate, and need not be recognized at any such meeting.

4.7 Special Meetings. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of two-thirds (2/3rds) of the Directors. Notice of the meeting shall be given personally by mail, telephone or telegraph to each Director, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Special meetings of the Board shall be open to all Members and notice of a special meeting shall be posted conspicuously in the Property at least forty-eight (48) hours in advance for the attention of the Members of the Association, except in the event of an emergency. Members shall not be permitted to participate, and need not be recognized, at any such meeting.

4.8 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

4.9 Quorum. A quorum at Directors' meetings shall consist of a majority of the then incumbent Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these Bylaws.

4.10 Adjourned Meetings. If, at any proposed meeting of the Board, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

4.11 Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other person to preside).

4.12 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:

(a) Proof of due notice of meeting;

(b) Reading and disposal of any unapproved minutes;

(c) Reports of officers and committees;

(d) Election of officers;

(e) Unfinished business;

(f) New business;

(g) Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer.

4.13 Minutes of Meetings. Minutes of all meetings of the Board of Directors must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each Director present at the Board meeting must be recorded in the minutes. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Members or their authorized representative or board member at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

4.14 Recording. Any Member may tape record or videotape meetings of the Board of Directors. The Board of Directors of the Association may adopt reasonable rules governing the taping of meetings of the Board of Directors.

4.15 Committees. The Board of Directors by resolution adopted by a majority of the full Board of Directors, may designate from among its members an executive committee and one or more other committees each of which, to the extent provided in such resolution or in the Articles of Incorporation or the Bylaws, shall have and may exercise all of the authority of the Board of Directors, except that

no such committee shall have the authority to:

(a) Approve or recommend to members actions or proposals required by this act to be approved by members;

(b) Fill vacancies on the Board of Directors or any committee thereof; or

(c) Adopt, amend, or repeal the Bylaws.

The provisions of the Bylaws governing meetings, notice and waiver of notice, quorum and voting requirements of the Board of Directors shall apply to all committees and their members as well.

Each committee must have two or more members who serve at the pleasure of the Board of Directors. The Board, by resolution adopted, may designate one or more director(s) as alternative members of any such committee who may act in the place instead of any absent member at any meeting of such committee.

Neither the designation of any such committee, and delegation thereto of authority, nor action by such committee pursuant to such authority shall alone constitute compliance by any member of the Board of Directors not a member of the committee in question with his responsibility to act in good faith, in a manner he reasonably believes to be in the best interest of the Association, and with such care as an ordinary prudent person in a like position would use under similar circumstances.

4.16 Architectural Review Committee. As provided in the Declaration, the Board of Directors shall create an Architectural Review Committee ("**ARC**"), composed of not less than three (3) nor more than five (5) persons appointed by the Board, or, in the Board's discretion, the Board from time to time may constitute itself as the ARC. To the extent not inconsistent with the Declaration, the provisions of Section 4.15 shall apply to the ARC.

4.17 Declarant Control of Board; Turnover. So long as there shall be a Class B Membership as set forth in the Declaration, vesting voting control of the Association in the Declarant, the Declarant shall have the right to appoint and replace all Directors and Officers.

Declarant shall be entitled to appoint at least one (1) member of the Board of Directors of the Association as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots within the Property. After Declarant relinquishes control of the Association, Declarant may exercise the right to vote any Declarant owned voting interest in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting the majority of the Members of the Board of Directors.

The Declarant shall turn over control of the Association to Members other than

the Declarant upon termination of the Class B Membership, as set forth in Section 3.5 above, by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Members other than the Declarant to elect Directors and assume control of the Association. Provided at least thirty (30) days' notice of Declarant's decision to cause its appointees to resign is given to Members, neither the Declarant, nor such appointees, shall be liable in any manner in connection with such resignations even if the Members other than the Declarant refuse or fail to assume control. Control of the Association shall be deemed "turned over" upon (i) termination of the Class B Membership and (ii) resignation of all Declarant appointed Directors. Upon such turnover the Declarant shall retain all voting rights incident to its ownership of Lots.

Within a reasonable time after control of the Association is turned over to Members other than the Declarant, (but not more than ninety (90) days after such event) the Declarant shall deliver to the Association all property of the Members and of the Association held by or controlled by the Declarant, including, but not limited to, the following items, if applicable:

(a) The original or a photocopy of the recorded Declaration, and all amendments thereto. If a photocopy is provided, the Declarant must certify by affidavit that it is a complete copy of the actual recorded Declaration;

(b) A certified copy of the Articles of Incorporation for the Association;

(c) A copy of the Bylaws of the Association;

(d) The Minute Books, including all minutes, and other books and records of the Association;

(e) Any rules and regulations which have been adopted;

(f) Resignations of resigning officers and Board members who were appointed by the Declarant;

(g) The financial records, including financial statements of the Association, and source documents since the incorporation of the Association to the date of turnover. The records may be reviewed, at the Association's expense, by an independent certified public accountant;

(h) Association funds or the control thereof;

(i) All tangible personal property that is the property of the Association, and an inventory of such property;

(j) Insurance policies;

(k) Copies of any Certificates of Completion which may have been issued for

the Common Areas;

(l) Any other permits issued by governmental bodies applicable to the Common Areas in force or issued within one (1) year prior to the date the Members take control of the Association;

(m) All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective with respect to the Common Areas;

(n) A roster of Members and their addresses and telephone numbers, if known, as shown on the Association's records;

(o) Leases to which the Association is a party, if applicable;

(p) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Members have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service; and,

(q) All other contracts to which the Association is a party.

(r) All deeds to the Common Areas owned by the Association.

(s) A list of the names, addresses and telephone numbers of all contractors, subcontractors and others in the employ of the Association at the time the control of the Association is turned over to Members other than Declarant.

4.18 Official Records. The Association shall maintain each of the following items, when applicable, which constitute the Official Records of the Association:

(a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the Common Areas or other property that the Association is obligated to maintain, repair, or replace, if any;

(b) A copy of the Bylaws of the Association and of each Amendment to the Bylaws;

(c) A copy of the Articles of Incorporation of the Association and of each Amendment thereto;

(d) A copy of the Declaration of Covenants and a copy of each Amendment thereto;

(e) A copy of the current Rules of the Association;

(f) The minutes of all meetings of the Board of Directors and of the Members,

which minutes must be retained for at least seven (7) years;

(g) A current roster of all Members and their mailing addresses and parcel identification;

(h) All of the Association's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years;

(i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has an obligation or responsibility. Bids received by the Association for work to be performed must also be considered Official Records and must be kept for a period of one (1) year;

(j) The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:

(i) Accurate, itemized, and detailed records of all records and expenditures.

(ii) A current account and a periodic statement of the account for each Member, designating the name and current address of each Member who is obligated to pay assessments, the due date and the amount of each assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due.

(iii) All tax returns, financial statements, and financial reports of the Association.

(iv) Any other records that identify, measure, record, or communicate financial information.

4.19 Inspection and Copying of Records. The Official Records shall be maintained within the State in accordance with Chapter 720, Florida Statutes, and must be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. This subsection may be complied with by having a copy of the Official Records available for inspection or copying in the Property.

(a) The failure of the Association to provide access to the records within ten (10) business days after receipt of a written request creates a rebuttable presumption that the Association willfully failed to comply with this subsection.

(b) A Member who is denied access to the Official Records is entitled to the

actual damages or minimum damages for the Association's willful failure to comply with this subsection. The minimum damages are to be $50.00 per calendar day up to ten (10) days, the calculation to begin on the eleventh (11th) business day after receipt of the written request.

(c) The Association may adopt reasonable written rules governing the frequency, time, location, notice, and manner of inspections, and may impose fees to cover the costs of providing copies of the Official Records, including, without limitation, the costs of copying so long as such costs are in accordance with the provisions of Chapter 720. The Association shall maintain an adequate number of copies of the recorded governing documents, to insure their availability to Members, and prospective members and may charge only its actual costs for reproducing and furnishing these documents to those persons who are entitled to receive them.

5. Powers and Duties. The Board shall have the powers and duties necessary for the management and administration of the affairs of the Association and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these Bylaws may not be delegated to the Board by the Members. Such powers and duties of the Board shall include, without limitation (except as limited elsewhere herein), the following:

(a) Operating and maintaining the Common Areas and other property owned by the Association.

(b) Determining the expenses required for the operation of the Association.

(c) Collecting the Assessments for Common Expenses of the Association from all Owners.

(d) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Areas and other property owned by the Association.

(e) Adopting and amending rules and regulations concerning the details of the operation and use of the Property and any Association Property, subject to a right of the Members to overrule the Board as provided in **Section 13** hereof.

(f) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.

(g) Purchasing, leasing or otherwise acquiring Lots or other property in the name of the Association, or its designee.

(h) Purchasing Lots at foreclosure or other judicial sales, in the name of the Association, or its designee.

(i) Selling, leasing, mortgaging or otherwise dealing with Lots acquired by the Association.

(j) Settling or compromising claims of or against the Association in which all Members have a common interest.

(k) Obtaining and reviewing insurance for the Common Areas and other property owned by the Association.

(l) Making repairs, additions and improvements to, or alterations of, the Common Areas in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.

(m) Enforcing obligations of the Members, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Property.

(n) Levying fines against appropriate Members for violations of the Declaration or rules and regulations established by the Association to govern the conduct of such Members.

(o) Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the Common Areas or the acquisition of property, and granting mortgages on and/or security interests in Association owned property; provided, however, that the consent of the holders of at least two-thirds (2/3rds) of the votes of the Membership represented at a meeting of Members at which a quorum has been attained in accordance with the provisions of these Bylaws shall be required. If any sum borrowed by the Board on behalf of the Association pursuant to the authority contained in this subsection (o) is not repaid by the Association, any Member who pays to the creditor such portion thereof as his interest in the property owned by the Association bears, to the interest of all the Members in the property owned by the Association, shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Member's Lot. The Association shall take no action authorized in this subsection without the prior written consent of the Declarant as long as the Declarant owns any Lots.

(p) Contracting for the management and maintenance of the Common Areas or other property owned by the Association and authorizing a management agent (who may be an affiliate of the Declarant) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of

the Common Areas or other Association property with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(q) At its discretion, authorizing Members or other persons to use portions of the Common Areas or other property owned by the Association for private parties and gatherings and imposing reasonable charges for such private use.

(r) Exercising (i) all powers specifically set forth in the Declaration, the Articles, and these Bylaws, and (ii) all powers incidental thereto, and all other powers of a Florida corporation not for profit.

(s) Imposing a lawful fee in connection with the approval of the transfer, lease, or sale of Lots, not to exceed the maximum amount permitted by law in any one case.

(t) Contracting with and creating special taxing districts.

(u) Adopt and appoint executive committees.

(v) Conducting ongoing reporting for all governmental and or regulatory permits issued to the Declarant for construction and improvement of the "BRIARWOOD " Subdivision that require ongoing reporting and enforcing such permits until such time that all governmental or regulatory agency requirements have been satisfied. It is expressly understood that this obligation and any costs associated with carrying out this obligation shall be borne by the Association.

Anything herein to the contrary notwithstanding, no general funds of the Association shall be utilized for bringing, supporting, investigating, or otherwise abetting any legal action, claim or extra-judicial action except for (i) imposition, enforcement and collection of assessments, including lien rights, (ii) collecting of debts owned to the Association, (iii) bringing any contest or appeal of tax assessments relating to any property owned by the Association, (iv) actions brought by the Association to enforce the provisions of the Declaration, and (v) counterclaims brought by the Association in proceedings instituted against it, unless such legal action, claim or extra-judicial action shall be specifically approved for such purposes by seventy-five percent (75%) of the vote of the Members of the Association.

6. Officers.

6.1 Executive Officers. The executive officers of the Association shall be a President,

Vice-President, a Treasurer and a Secretary , all of whom shall be elected by the Board and who may be peremptorily removed at any meeting at which a quorum of Directors is attained by concurrence of a majority of all of the present Directors. The President and Vice- President shall be Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Officers need not be Members.

6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.

6.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as shall otherwise be prescribed by the Directors.

6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving of all notices to the Members and Directors and other notices required by law. He shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.

6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board.

6.6 Declarant Appointees. No officer appointed by the Declarant may be removed except as provided in Section 4.17 hereof and by law.

7. Compensation. Neither Directors nor officers shall receive compensation for their services as such, but may be compensated for services performed outside the scope of their service as officers or Directors.

8. Resignations. Any Director or officer may resign his post at any time by written

resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such later date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Lots owned by any Director or officer (other than appointees of the Declarant or other Directors or officers who are not Owners when elected or appointed) shall constitute a written resignation of such Director or officer.

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

9.1 Budget.

(a) Adoption By Board; Items. The Board shall from time to time, and at least annually, prepare a budget for the Common Expenses, determine the amount of Assessments payable by the Members to meet the expenses of the Association, and allocate and assess such expenses among the Members, in accordance with the provisions of the Declaration. Notwithstanding the foregoing, prior to the termination of the Class B Membership, an increase in the Common Expenses and the Annual Assessment shall require the approval of the Builder(s), which approval shall not be unreasonably withheld.

The budgets must reflect the estimated revenues and expenses for the year and the estimated surplus or deficit as of the end of the current year including all fees and charges for exterior maintenance, landscaping, upkeep and insurance, if applicable, of Common Areas and structures thereon. In addition to the annual operating expenses, and to the extent applicable, the budgets may include reserve accounts for capital expenditures and deferred maintenance. Reserves, however, may be waived in accordance with the Declaration and applicable Florida law. In the event of such waiver, the budget need not reflect or include reserve accounts for capital expenditures and deferred maintenance; provided, however the budget shall contain a disclosure stating reserves have been properly waived.

The adoption of the budgets for the Association by the Board shall comply with the requirements hereinafter set forth. A copy of the proposed budget shall be available for inspection by or mailed to each Member not less than fourteen (14) days prior to the meeting of the Board at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. The Board shall have the power to adopt the budget at the duly noticed meeting by a majority vote.

(b) Adoption by Membership. In the event that the Board shall be unable to adopt a budget in accordance with the requirements of Subsection 9.1(a) above, the Board may call a special meeting of Members for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection. Alternatively, the Board may propose a budget in writing to all Members of the Association or a specified

sub-group of Members, where applicable. If either such budget is adopted by a majority of the votes of Members to which the budget applies, present at such meeting, or receiving such written budget, upon ratification by a majority of the Board, it shall become the budget for such year.

9.2 Depository. The depository of the Association shall be such bank(s) or savings and loan association(s) in the State of Florida as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association from Assessments or contributions to working capital or otherwise may be commingled in a single fund or divided into more than one fund, as determined by the Board.

9.3 Acceleration of Assessment Installments upon Default. If a Member shall be in default in the payment of an installment upon an Assessment for more than thirty (30) days, the Board or its agent may accelerate the remaining installments of the Annual Assessment upon written notice to such Member, and the then unpaid balance of the Assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice or ten (10) days after mailing of the notice, whichever shall first occur.

9.4 Fidelity Bonds. Fidelity bonds may be required by the Board for all persons handling or responsible for Association funds in such amount as shall be determined by a majority of the Board, but no less than $10,000 for each such person so bonded, if any. The premiums on such bonds shall be paid by the Association as a Common Expense.

9.5 Accounting Records and Reports. The Association shall maintain accounting records in the State of Florida, according to accounting practices normally used by similar associations or the manager under any applicable management contract. The records shall be open to inspection by Members or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Lot designating the name and current mailing address of the Member, the amount of each Assessment, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due.

Within ninety (90) days following the end of the fiscal year, the Association shall prepare or contract with a third party to prepare and complete a financial report for the previous twelve (12) months. Within 21 days after the final financial report is completed by the association or received from the third party, but not later than 120 days after the end of the fiscal year, the Association shall provide each Member with a copy of the annual financial report or a written notice that a copy of the annual financial report is available upon request at no charge to the Member. The financial report shall be prepared in accordance with Chapter 720,

Florida Statutes, and may consist of either financial statements presented in conformity with general accepted accounting principals or a financial report of actual receipts and expenditures, cash basis, which report must show the amounts of receipts by accounts and receipt classifications and may show the amounts of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

(a) Cost for security;

(b) Professional and management fees and expenses;

(c) Taxes;

(d) Cost for Common Areas;

(e) Expenses for refuse collection and utility services;

(f) Expenses for lawn care;

(g) Cost for building maintenance and repair;

(h) Insurance costs;

(i) Administrative and salary expenses;

(j) General reserves, maintenance reserves and depreciation reserves; and

(k) Beginning and ending cash balances of the Association.

9.6 Application of Payment. All payments made by a Member shall be applied as provided in these Bylaws and in the Declaration or as determined by the Board.

9.7 Notice of Meetings. Notice of any meeting where Assessments against Members are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such assessments.

9.8 Declarant Exemption From Assessments for Lawsuits. The Declarant shall not be liable for the payment of any Assessments applicable to Lots it owns which relate in any way to the payment of legal or other fees to persons or entities engaged for the purpose of suing, or making, preparing or investigating possible claims against the Declarant.

10. Roster of Owners. The Association shall maintain current information regarding the title holders of all Owners. Such information shall be obtained by requiring each Member to file with the Association a copy of the deed or other document showing his ownership. The Association may rely upon the accuracy of any such information for all purposes until notified in writing of changes therein.

Only Members of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Members shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

11. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles or these Bylaws.

12. Amendments. Except as otherwise provided in the Declaration, these Bylaws may be amended in the following manner:

12.1 A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by not less than 1/3 of the votes of Members of the Association. A majority of the Board shall thereupon adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be the annual or a special meeting.

12.2 Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member entitled to vote thereon within the time and in the manner provided in these Bylaws for the giving of notice of a meeting of the Members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

12.3 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 the affirmative vote of at least a majority of the Members present in person or by proxy at the meeting (at which a quorum is attained).

12.4 Any number of amendments may be submitted to the Members and voted upon by them at any one meeting.

12.5 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 Bylaws be adopted, then the amendment shall thereby be adopted as though the above requirements had been satisfied.

12.6 No amendment shall make any changes in the qualifications for membership nor in the voting rights of Members without approval by all of the Members and the joinder of all Institutional Mortgagees holding Institutional Mortgages upon the Lot(s). No amendment shall be made that is in conflict with the Declaration or the Articles. Prior to the closing of the sale of all Lots within the Community, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the Declarant, unless the Declarant shall join in the execution of the amendment, including, but not limited to, any right of the Declarant to appoint Directors pursuant to these Bylaws.

12.7 No amendment to these Bylaws shall be made which discriminates against any Member(s), or affects less than all of the Members within the Community, without the written approval of all of the Members so discriminated against or affected.

12.8 Upon the approval of an amendment to these Bylaws, the certificate of amendment shall be executed and a copy shall be recorded in the public records of the County.

12.9 Notwithstanding the foregoing, the Federal Housing Administration and the Veterans Administration shall have the right to veto any amendments to these Bylaws as long as there is a Class B membership if such amendments require the review and approval of either agency in accordance with applicable regulations and if such agencies are providing financing to Homes in the Community.

12.10 Notwithstanding the foregoing, the Declarant shall have the right to unilaterally amended these Bylaws without the consent of any Owner or mortgagee for so long as the Declarant appoints a majority of the Board of Directors.

13. Rules and Regulations. The Board may, from time to time, adopt, modify, amend or add to rules and regulations concerning the use and operation of the Community, except that subsequent to the date control of the Board is turned over by the Declarant to Members other than the Declarant, Members of a majority of the Lots represented at a meeting at which a quorum is present may overrule the Board with respect to the adoption or modification of any rules and regulations. Copies of such rules and regulations shall be furnished by the Board to each affected Member not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Declarant.

14. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders. If any portion hereof shall be found by competent judicial authority to be unenforceable, then only that portion shall be deemed deleted and the remainder shall be given its nearest permissible meaning and effect.

15. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.

16. Conflict. In the event there should be found any irreconcilable conflict among or between the Declaration, the Articles and/or these Bylaws and in the absence of any express language indicating which document controls the particular subject matter, then the provisions of the Declaration shall be paramount, the Articles next paramount and these Bylaws subordinate.

17. Indemnification of Officers and Directors. Subject to the further provisions of this Section, the Association shall indemnify and hold harmless all officers and Directors,

(and members of a Committee or Tribunal, as provided in **Section 18.3** hereof) past or incumbent, from and against all costs, claims, damages, expenses and liabilities of any kind whatsoever, including attorneys' fees and costs at all tribunal levels, arising out of the performance of such person's duties hereunder. Such indemnification and hold harmless provision shall (i) exist regardless of whether the Association itself is named as a party defendant or alleged to have any liability, (ii) include the payment of any settlements upon approval by the Board, and (iii) include indemnification of the estate and heirs of the indemnified party. Such indemnification and hold harmless provision shall not be applicable (i) to the extent the claim or liability is covered by insurance, or (ii) in the event a court of competent jurisdiction finally determines, after all appeals have been exhausted or not timely pursued, that the indemnified party did not act in good faith within what he reasonably believed to be the scope of his duty and/or authority and for purposes which he reasonably believed to be in the best interests of the Association or its Members generally and such court further specifically determines that indemnification should be denied. The provision of this Section may not be amended to terminate the effect hereof as to any persons who became officers or Directors while this Section was effective.

18. Suspension of Privileges; Fines. In the event of an alleged violation of the Declaration, the Articles, these Bylaws or the rules and regulations adopted hereunder, and after written notice of such alleged failure is given to the Member in the manner herein provided, the Board shall have the right, after the alleged violator has been given an opportunity for an appropriate hearing and upon an affirmative vote of the Board, to suspend or condition said Member's and his family's, guests' and tenants' right to the use of the Common Areas (except for the portions thereof which are necessary as a means of ingress and egress) and to fine such Member. Any such suspension shall be for a period of not more than thirty (30) days for any noncontinuing infraction, but in the case of a continuing infraction (including nonpayment of any Assessment after the same becomes delinquent) the suspension may be imposed for so long as the violation continues. No fine shall exceed the sum of $100.00 per violation. Repair or replacement costs shall not be deemed fines subject to the foregoing limitation. Any continuing violation shall be a separate violation for each day it continues. The failure of the Board to enforce the rules and regulations, these Bylaws, the Articles or the Declaration shall not constitute a waiver of the right to enforce the same thereafter. The remedies set forth above and otherwise provided by these Bylaws or by law shall be cumulative and none shall be exclusive. However, any individual must exhaust all available internal remedies of the Association prescribed by these Bylaws, or by any rules and regulations adopted by the Association, before that Member may resort to a court of law for relief from any provision of the Declaration, the Articles, these Bylaws or the rules and regulations. The rights of the Association to suspend voting rights, to impose interest charges, accelerate Assessment payments, or to otherwise enforce the payment of Assessments, as elsewhere provided in the Declaration and these Bylaws, shall not be subject to the provisions of this Section or require the notice and hearing provided for herein.

18.1 Written Complaint. A hearing to determine whether a right or privilege of a Member or any of his family or tenants ("Respondent") under the Declaration or these Bylaws should be suspended or conditioned or a fine imposed shall be

initiated by the filing of a written Complaint by any Member or by any officer or Director with the President or Secretary of the Association. The Complaint shall constitute a written statement of charges which shall set forth in ordinary and concise language the acts or omissions with which the Respondent is charged, to the end that the Respondent will be able to prepare his defense. The Complaint shall specify the specific provisions of the Declaration, the Articles, these Bylaws or the rules and regulations which the Respondent is alleged to have violated, but shall not consist merely of charges phrased in the language of such provisions without supporting facts.

18.2 Discovery. After initiation of a proceeding in which the Respondent is entitled to a hearing, the Respondent and the individual filing the Complaint, upon written request made to the other party, prior to the hearing and within fifteen (15) days after service by the Board of Directors of the Complaint or within ten (10) days after service of any amended or supplemental Complaint, is entitled to (1) obtain the names and addresses of witnesses to the extent known to the other party, and (2) inspect and make a copy of any statements, writings and investigative reports relevant to the subject matter of the hearing. Nothing in this Section, however, shall authorize the inspection or copying of any writing or thing which is privileged from disclosure by law or otherwise made confidential or protected as work product.

18.3 Tribunal. The Board shall appoint a Tribunal of at least three Members where applicable upon receipt of a written Complaint. No member of the Tribunal shall be a Director, Officers or employee of the Association, nor shall any member of the Tribunal be involved in any prior investigation of the matter on behalf of the Board nor related by blood or marriage to either the complaining party or the Respondent. In appointing the members of the Tribunal, the Board should make a good faith effort to avoid appointing any Members who are witnesses to the alleged violation giving rise to the Complaint or otherwise biased. The decision of the Board shall be final, except that the Respondent may challenge any member of the Tribunal for cause, where a fair and impartial hearing cannot be afforded, at any time prior to the taking of evidence of the hearing. In the event of such a challenge, the Board shall meet to determine the sufficiency of the challenge, without the President voting. If such challenge is sustained, the President shall appoint another Member to replace the challenged member of the Tribunal. All decisions of the Board in this regard shall be final. The Tribunal shall elect a Chairman. The Tribunal shall exercise all other powers relating to the conduct of the hearing. If the Tribunal, by majority vote does not approve a proposed fine or suspension, it may not be imposed.

18.4 Notice of Hearing. The Tribunal shall serve a notice of hearing, as provided herein, on all parties at least fourteen (14) days prior to the hearing.

18.5 Hearing.

(a) Whenever the Tribunal has commenced to hear the matter and a member

of the Tribunal is forced to withdraw prior to a final determination by the Tribunal, the remaining members shall continue to hear and decide the case. Oral evidence shall be taken only on oath or affirmation administered by an officer of the Association. The use of affidavits and written interrogatories in lieu of oral testimony shall be encouraged by the Tribunal.

(b) Each party shall have the right to be represented by counsel; to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him to testify; and to rebut the evidence against him. If the Respondent does not testify in his own behalf, he may be called and examined as if under cross-examination.

(c) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding, unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence shall be excluded.

(d) Neither the accusing Member nor the allegedly defaulting Member must be in attendance at the hearing. The hearing shall be open to attendance by all Members where applicable. In rendering a decision, official notice may be taken at any time of any generally accepted matter within the Declaration, the Articles, these Bylaws, the rules and regulations or the workings of the Association.

18.6 Decision. The Tribunal will prepare written findings of fact and recommendations for consideration by the Board of Directors. The Tribunal shall make its determination only in accordance with the evidence presented to it and in accordance with these Bylaws. After all testimony and documentary evidence has been presented to the Tribunal, the Tribunal shall vote by secret written ballot upon the matter, with a majority of the entire Tribunal controlling. A copy of the findings and recommendations of the Tribunal shall be served by the President on each party in the matter and his attorney, if any. Disciplinary action and fines under the Declaration, these Bylaws or the rules and regulations shall be imposed only by the Board, and based upon the findings and recommendations of the Tribunal. The Board may adopt the recommendations of the Tribunal in their entirety, or the Board may reduce the proposed penalty and adopt the balance of

the recommendations. In no event shall the Board impose more stringent disciplinary action than recommended by the Tribunal. The decision of the Board shall be in writing and shall be served in the same manner as the findings and recommendations of the Tribunal. The decision of the Board shall become effective ten (10) days after it is served upon the Respondent, unless otherwise ordered in writing by the Board. The Board may order reconsideration at any time within fifteen (15) days following service of its decision on the parties on its own motion or upon petition by a party.

18.7 Suspension of Privileges for Failure to Pay Assessments. The Association may, without notice of a hearing, or an opportunity for a hearing, impose a suspension upon any Member because of the failure of the Member to pay assessments or other charges when due. However, in no event shall a suspension of common area use rights impair the right of an Owner or tenant of a Lot to have vehicular and/or pedestrian ingress to and egress from the Lot, including, but not limited to the right to park.

The foregoing was adopted as the Bylaws of BRIARWOOD HOMEOWNERS ASSOCIATION OF ALACHUA, INC., a corporation not for profit under the laws of the State of Florida, at its first meeting of the Board of Directors on the 10th day of November, 2019 ~~19~~ 20.

Approved:

_____

President

_____

Attest: Secretary

EXHIBIT "D"

Environmental Resource or Surface Water Management Permit

[To be updated]

SUWANNEE RIVER
WATER MANAGEMENT DISTRICT

Virginia Johns, Chair
Richard Schwab, Secretary/Treasurer
Hugh Thomas, Executive Director

June 5, 2020

Craig Rouhier
Troon Creek, LLC
405 Cinnamon Oak Court
Lake Mary, FL 32746

SUBJECT: Permit Number ERP-001-227428-2
Briarwood Subdivision Phase 1

Dear Craig Rouhier:

Enclosed is your ERP Individual Permit issued by the Suwannee River Water Management District on June 05, 2020. This permit is a legal document and should be kept with your other important documents. Permit issuance does not relieve you from the responsibility of obtaining any necessary permits from any federal, state, or local agencies for your project.

Noticing Your Permit:
For noticing instructions, please refer to the noticing materials in this package regarding closing the point of entry for someone to challenge the issuance of your permit. Please note that if a timely petition for administrative hearing is filed, your permit will become nonfinal and any activities that you choose to undertake pursuant to your permit will be at your own risk.

Compliance with Permit Conditions:
To submit your required permit compliance information, go to the District's website at https://permitting.sjrwmd.com/srepermitting/jsp/start.jsp. Click to sign-in to your existing account or to create a new account. Select the "Apply/Submit" tab, select "Submit Compliance Data", enter your permit number, and select "No Specific Date" for the Compliance Due Date Range. You will then be able to view all the compliance submittal requirements for your project. Select "the compliance item that you are ready to submit and then attach the appropriate information or form. The forms to comply with your permit conditions are available at floridaswater.com/permitting under the section "Handbooks, forms, fees, final orders". Click on forms to view all permit compliance forms, then scroll to the ERP application forms section and select the applicable compliance forms. Alternatively, if you have difficulty finding forms or need copies of the appropriate forms, please contact the Resource Management Division at (386) 362-1001.

Compliance with Other Permitting Programs:
This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit.

The Suwannee River Water Management District did not issue a National Pollutant Discharge Elimination System (NPDES) permit for this project. If this project meets the thresholds such that a NPDES permit is required, you must apply to the Florida Department of Environmental Protection directly. More information about NPDES permits may be found online at

https://floridadep.gov/water/stormwater. **Failure to obtain a NPDES permit prior to construction could subject you to enforcement action by that agency.**

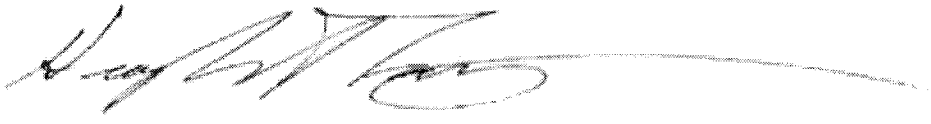
For projects which involve wetlands or surface waters, the Suwannee River Water Management District did not issue a federal authorization for use or impacts to wetlands under federal jurisdiction, this project. Therefore, you must apply directly to the US Army Corps of Engineers (USACE). More information about USACE permitting may be found online at https://www.saj.usace.army.mil/. **Failure to obtain USACE authorization prior to construction could subject you to federal enforcement action by that agency.**

Transferring Your Permit:
Your permit requires you to notify the District in writing within 30 days of any change in ownership or control of the project or activity covered by the permit, or within 30 days of any change in ownership or control of the real property on which the permitted project or activity is located or occurs. You will need to provide the District with the information specified in rule 62-330.340, Florida Administrative Code (F.A.C.). Generally, this will require you to complete and submit Form 62-330.340(1), "Request to Transfer Permit".

Please note that a permittee is liable for compliance with the permit before the permit is transferred. The District, therefore, recommends that you request a permit transfer in advance in accordance with the applicable rules. You are encouraged to contact District staff for assistance with this process.

Thank you and please let us know if you have additional questions. For general questions contact us at (386) 362-1001.

Sincerely,



Hugh Thomas
Executive Director

Enclosures: Permit

cc: District Permit File

SUWANNEE RIVER
WATER MANAGEMENT DISTRICT

Virginia Johns, Chair
Richard Schwab, Secretary/Treasurer
Hugh Thomas, Executive Director

ERP Individual Permit

PERMITTEE:
Craig Rouhier
Troon Creek, LLC
405 Cinnamon Oak Court
Lake Mary, FL 32746

PERMIT NUMBER: ERP-001-227428-2
DATE ISSUED: June 05, 2020
DATE EXPIRES: June 05, 2025
COUNTY: Alachua
TRS: S8 T8S R18E

PROJECT: Briarwood Subdivision Phase 1

Upon completion, the approved entity to which operation and maintenance maybe transferred pursuant to rule 62-330.310 and 62-330.340 or 40B-4.1130, Florida Administrative Code (F.A.C) shall be:

Alachua North Community Association, Inc.
405 Cinnamon Oak Court
Lake Mary, FL 32746

Based on the information provided to the Suwannee River Water Management District (District), the above mentioned project has met the conditions of issuance as found in subsection 62-330.301, subsections 62-330.407 through 62-330.635, or subsection 40B-4.3030, F.A.C. The permit is hereby in effect for the activity description below:

This permit is for the construction and operation of a stormwater management system serving 9.17 acres of impervious surface on a project area of 28.97 acres, in a manner consistent with the application package and plans certified by David Glunt, P.E., of Spruce Creek Civil Engineering, Inc., on or before May 12, 2020.

As the permittee and/or operation and maintenance entity, it is your responsibility to ensure that adverse off-site impacts do not occur either during or after the construction. Any additional construction or alterations not authorized by this permit may result in flood control or water quality problems both on and off site and will be a violation of District rule.

You and any other substantially affected persons are entitled to request an administrative hearing or mediation. Please refer to the enclosed notice of rights.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the District staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the District a fully executed Form 62-330.350(1), "Construction Commencement Notice,"[10-1-13], incorporated by reference herein (http://www.flrules.org/Gateway/reference.asp?No=Ref-02505), indicating the expected start and completion dates. A copy of this form may be obtained from the District, as described in subsection 62-330.010(5), F.A.C. If available, an District website that fulfills this notification requirement may be used in lieu of the form.

5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:

a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex — "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or

b. For all other activities — "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].

c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:

    1. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

    2. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:

    1. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;

    2. Convey to the permittee or create in the permittee any interest in real property;

    3. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or

    4. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the District in writing:

    1. Immediately if any previously submitted information is discovered to be inaccurate; and

    2. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials

shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the District will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

19. Operation and maintenance of the surface water management system shall be the responsibility of the permittee until such time as those responsibilities are transferred to the approved association. Prior to the association assuming operation and maintenance responsibilities, permittee shall request transfer to operation and maintenance entity.

20. Prior to a dedication or transfer of all or any part of the common properties which is directly or indirectly related to the surface water management system, the dedication or approval of the transfer must be authorized by the District through modification of any and all permits or authorizations issued by the District. Such modifications shall be made under the lawfully adopted rules of the District in effect at the time of application for modification.

21. Permittee shall submit to the District within 30 days of issuance of permit, proof that the Articles of Incorporation have been filed with the Secretary of State and that the corporation is in good standing.

22. Permittee shall submit to the District within 30 days of issuance of permit, proof that all surface water management systems are located on the common areas and that the common areas are owned or controlled by the homeowner's association.

23. Prior to the sale of any lot or parcel, the permittee must record Declarations of Covenants and Restrictions which include a restriction on the real property pursuant to section 704.06, F.S.; prohibiting all construction including clearing, dredging, or filling, except that which is specifically authorized by Environmental Resource permit, within the conservation areas delineated on the final plans and/or mitigation proposal approved by the District.

24. Prior to the Permittee seeking to transfer the operation and maintenance to a Homeowner's Association, the Permittee must demonstrate to the reasonable satisfaction of the Suwannee River Water Management District that over twenty-four (24) consecutive months have passed since the active operation of the Homeowner's Association commenced and the Permittee shall demonstrate to the Suwannee River Water Management District's satisfaction that the Homeowner's Association is an active, ongoing concern which the Permittee shall establish by

submitting copies of all minutes of meetings of members of the Association, the board of directors, copies of all operation and maintenance expenses incurred and documentation showing that all assessments that were levied have been collected and such other documentation as the Suwannee River Water Management District may reasonably deem necessary to establish that the Homeowner's Association is an active, functioning and ongoing concern.

25. The permittee shall include the finished floor elevations for the lots and the wetland delineation lines on the final subdivision plat and shall submit a copy of the final, approved plat to the District following recordation.

26. This permit does not authorize the permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.

WITHIN 30 DAYS AFTER COMPLETION OF THE PROJECT, THE PERMITTEE SHALL NOTIFY THE DISTRICT, IN WRITING, THAT THE FACILITIES ARE COMPLETE.

AUTHORIZED BY: Suwannee River Water Management District

By: 

Hugh Thomas
Executive Director

NOTICE OF RIGHTS

1. A person whose substantial interests are or may be determined has the right to request an administrative hearing by filing a written petition with the Suwannee River Water Management District (District), or may choose to pursue mediation as an alternative remedy under Section 120.569 and 120.573, Florida Statutes, (F.S.), before the deadline for filing a petition. Choosing mediation will not adversely affect the right to a hearing if mediation does not result in a settlement. The procedures for pursuing mediation are set forth in Sections 120.569 and 120.57 F.S. Pursuant to Rule 28-106.111, Florida Administrative Code, (F.A.C.), the petition must be filed at the office of the District Clerk at District Headquarters, 9225 C.R. 49, Live Oak, Florida 32060 within twenty-one (21) days of receipt of written notice of the decision or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail actual notice). A petition must comply with Chapter 28-106, F.A.C.

2. If the Governing Board takes action which substantially differs from the notice of District decision to grant or deny the pe1mit application, a person whose substantial interests are or may be determined has the right to request an administrative hearing or may choose to pursue mediation as an alternative remedy as described above. Pursuant to Rule 28-106.111, F.A.C., the petition must be filed at the office of the District Clerk at District Headquarters, 9225 C.R. 49, Live Oak, Florida 32060 within twenty-one (21) days of receipt of written notice of the decision or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail actual notice). Such a petition must comply with Chapter 28-106, F.A.C.

3. A substantially interested person has the right to a formal administrative hearing pursuant to Section 120.569 and 120.57(1), F.S., where there is a dispute between the District and the party regarding an issue of material fact. A petition for formal hearing must comply with the requirements set forth in Rule 28-106.201, F.A.C.

4. A substantially interested person has the right to an informal hearing pursuant to Section 120.569 and 120.57(2), F.S., where no material facts are in dispute. A petition for an informal hearing must comply with the requirements set forth in Rule 28-106.301, F.A.C.

5. A petition for an administrative hearing is deemed filed upon receipt of the petition by the Office of the District Clerk at the District Headquarters in Live Oak, Florida.

6. Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing pursuant to Rule 28-106.111, F.A.C.

7. The right to an administrative hearing and the relevant procedures to be followed is governed by Chapter 120, Florida Statutes, and Chapter 28-106, F.A.C.

8. Pursuant to Section 120.68, F.S., a person who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to the Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.

9. A party to the proceeding before the District who claims that a District order is inconsistent with the provisions and purposes of Chapter 3 73, F. S., may seek review of the order pursuant to Section 373.114, F.S., by the Florida Land and Water Adjudicatory Commission, by filing a

request for review with the Commission and serving a copy of the Department of Environmental Protection and any person named in the order within 20 days of adoption of a rule or the rendering of the District order.

10. For appeals to the District Courts of Appeal, a District action is considered rendered after it is signed on behalf of the District, and is filed by the District Clerk.

11. Failure to observe the relevant time frames for filing a petition for judicial review, or for Commission review, will result in waiver of the right to review.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Notice of Rights has been sent to:

Craig Rouhier
Troon Creek, LLC
405 Cinnamon Oak Court
Lake Mary, FL 32746

This June 05, 2020



Deputy Clerk
Suwannee River Water Management District
9225 C.R. 49
Live Oak, Florida 32060
386.362.1001 or 800.226.1066 (Florida only)

cc: File Number: ERP-001-227428-2

NOTICING INFORMATION

Dear Permittee:

Please be advised that the Suwannee River Water Management District (District) has not published a notice in the newspaper advising the public that it has issued a permit for this project.

Newspaper publication, using the District's form, notifies members of the public of their right to challenge the issuance of the permit. If proper notice is given by newspaper publication, then there is a 21-day time limit to file a petition challenging the issuance of the permit.

To close the point of entry for filing a petition, you may publish (at your own expense) a onetime notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.011 of the Florida Statutes. If you do not publish a newspaper notice, the time to challenge the issuance of your permit will not expire.

A copy of the notice and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit as proof of publication. In accordance with 40B-1.1010(4), F.A.C., a copy of the affidavit shall be provided to the District within 14 days of publication. A scanned copy of the affidavit may be forwarded to Tilda Musgrove by email at *tjm@srwmd.org* (preferred method) or send the original affidavit of publication to:

Tilda Musgrove
Resource Management
9225 CR 49
Live Oak, FL 32060

If you have any questions, please contact me at 386.362.1001.
Sincerely,

Tilda Musgrove

Tilda Musgrove
Business Resource Specialist
Resource Management

NOTICE OF AGENCY ACTION TAKEN BY THE
SUWANNEE RIVER WATER MANAGEMENT DISTRICT

Notice is given that the following permit was issued on _____:
(Name and address of applicant)_____
permit#_____. The project is located in _____County, Section _____, Township _____ South, Range _____ East. The permit authorizes a surface water management system on _____ acres for _____ known as _____. The receiving water body is _____.
A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the Suwannee River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40BB-1.1010, Florida Administrative Code (F.A.C.), the petition must be filed (received) either by delivery at the office of the Resource Management Business Resource Specialist at District Headquarters, 9225 CR 49, Live Oak FL 32060 or by e-mail to tjm@srwmd.org, within twenty-one (21) days of newspaper publication of the notice of intended District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes (F.S.), and Chapter 28106, F.A.C. The District will not accept a petition sent by facsimile (fax). Mediation pursuant to Section 120.573, F.S., is not available.

A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Live Oak, FL during the District's regular business hours. The District's regular business hours are 8 a.m. – 5 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8 a.m. on the next regular District business day.

The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40B-1.1010, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. **Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, F.A.C.).**

If you wish to do so, you may request the Notice of Rights for this permit by contacting the Business Resource Specialist in the Division of Resource Management (RM), 9225 CR 49, Live Oak, FL 32060, or by phone at 386.362.1001.

NEWSPAPER ADVERTISING

ALACHUA
Gainesville Sun Legal Advertising
PO Box 14747
Gainesville, FL 32614
352.372.4222

BRADFORD
Bradford County Telegraph, Legal Advertising
P. O. Drawer A
Starke, FL 32901
904-964-6305/ fax 904-964-8628

COLUMBIA
Lake City Reporter
180 E Duval Street
Lake City, FL 32055
386.754.0401

DIXIE
Dixie County Advocate
174 County Road 351
Cross City, FL 32628
352.498.3312

GILCHRIST
Gilchrist County Journal
207 N Main St
Trenton, FL 32693
352.463.7135

HAMILTON
Jasper News
521 Demorest Street SE
Live Oak, FL 32064
386.362.1734

JEFFERSON
Monticello News
PO Drawer 772
Madison, FL 32344
850.997.3568

LAFAYETTE
Mayo Free Press
521 Demorest Street SE
Live Oak, FL 32064
386.362.1734

LEVY
Levy County Journal
PO Box 159
Bronson, FL 32621
352.486.2312

MADISON
Madison Carrier
PO Drawer 772
Madison, FL 32344
850.973.4141

SUWANNEE
Suwannee Democrat
521 Demorest Street SE
Live Oak, FL 32064
386.364.1734

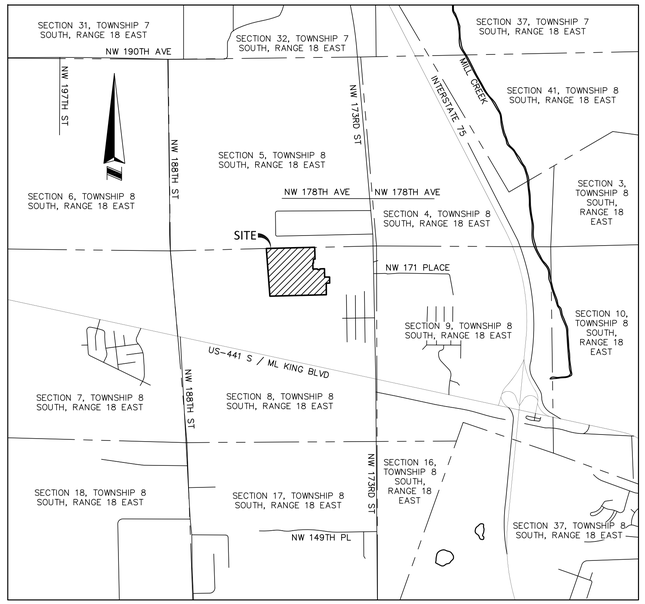
TAYLOR
Taco Times
PO Box 888
Perry, FL 32348
850.584.5513

UNION
Union County Times
125 E Main Street
Lake Butler, FL 32054
386.496.2261

BRIARWOOD PHASES 2 AND 3

A PORTION OF LAND LYING IN SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

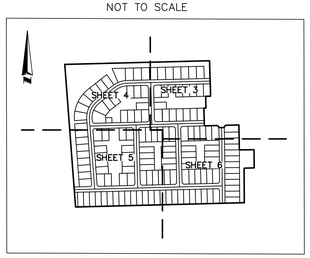
VICINITY MAP
SCALE: 1" = 2000'



LEGEND:

P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.I.	POINT OF INTERSECTION
N.T.	NON-TANGENT
P.B.	PLAT BOOK
PG.	PAGE(S)
LB	LICENSED BUSINESS
O.R.B.	OFFICIAL RECORDS BOOK
R	RADIUS
L	ARC LENGTH
Δ	DELTA ANGLE
CH	CHORD DISTANCE
CB	CHORD BEARING
℄	CENTERLINE
(7,500)	SQUARE FOOTAGE OF LOT
■	A SET 4" X 4" CONCRETE MONUMENT P.R.M. LB #6723
◉	A SET 1/2" IRON ROD AND/OR NAIL & DISK LB #6723 PERMANENT CONTROL POINT (P.C.P.)
	CHANGE IN DIRECTION ALONG RIGHT-OF-WAY LINES

KEY MAP
NOT TO SCALE



SHEET INDEX
SHEET 1 – DEDICATION AND ACKNOWLEDGMENTS
SHEET 2 – LEGAL DESCRIPTION AND BOUNDARY DETAIL
SHEETS 3, 4, 5, AND 6 – LOT DIMENSIONS

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN A PORTION OF SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING AT THE NORTHWEST CORNER OF BRIARWOOD PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN PLAT BOOK 37, PAGES 33 THROUGH 37, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE ALONG THE WESTERLY AND SOUTHERLY LINES OF SAID BRIARWOOD PHASE 1 RUN THE FOLLOWING COURSES: SOUTH 01°26'18" EAST, FOR A DISTANCE OF 165.40 FEET; THENCE RUN SOUTH 02°46'59" EAST, FOR A DISTANCE OF 50.01 FEET; THENCE RUN SOUTH 01°26'18" EAST, FOR A DISTANCE OF 116.00 FEET; THENCE RUN SOUTH 88°33'42" WEST, FOR A DISTANCE OF 46.00 FEET; THENCE RUN SOUTH 01°26'42" EAST, FOR A DISTANCE OF 109.58 FEET; THENCE RUN SOUTH 88°32'42" WEST, FOR A DISTANCE OF 19.01 FEET; THENCE RUN SOUTH 01°27'18" EAST, FOR A DISTANCE OF 166.00 FEET; THENCE RUN NORTH 88°32'42" EAST, FOR A DISTANCE OF 114.95 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 90°01'00", A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 31.42 FEET, A CHORD BEARING OF SOUTH 46°26'48" EAST AND A CHORD DISTANCE OF 28.29 FEET TO A NON-TANGENT POINT; THENCE RUN NORTH 88°31'21" EAST, FOR A DISTANCE OF 50.00 FEET TO A NON TANGENT CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY ALONG SAID NON TANGENT CURVE HAVING A CENTRAL ANGLE OF 89°58'23", A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 31.41 FEET, A CHORD BEARING OF NORTH 43°32'53" EAST AND A CHORD DISTANCE OF 28.28 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 88°32'05" EAST, FOR A DISTANCE OF 117.41 FEET; THENCE RUN SOUTH 01°06'53" EAST, FOR A DISTANCE OF 232.62 FEET TO THE SOUTHWEST CORNER OF SAID BRIARWOOD PHASE 1; THENCE RUN NORTH 89°27'00" EAST ALONG THE SOUTHERLY LINE OF SAID BRIARWOOD PHASE 1, FOR A DISTANCE OF 137.44 FEET TO A POINT ON THE WEST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4299, PAGE 972 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 00°33'00" EAST ALONG SAID WEST LINE, FOR A DISTANCE OF 169.89 FEET TO A POINT ON THE NORTHERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2293, PAGE 2144 OF SAID PUBLIC RECORDS; THENCE SOUTH 88°31'58" WEST ALONG SAID NORTHERLY LINE, FOR A DISTANCE OF 94.92 FEET TO THE WESTERLY LINE OF SAID LANDS; THENCE RUN SOUTH 00°24'36" EAST ALONG SAID WESTERLY LINE, FOR A DISTANCE OF 322.91 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LANDS; THENCE RUN SOUTH 88°32'42" WEST ALONG SAID NORTHERLY LINE, FOR A DISTANCE OF 1577.01 FEET TO THE WEST LINE OF THE EAST HALF OF SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST; THENCE RUN NORTH 04°19'49" WEST ALONG SAID WEST LINE, FOR A DISTANCE OF 1336.55 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST; THENCE RUN NORTH 88°33'42" EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, FOR A DISTANCE OF 1353.11 FEET TO THE **POINT OF BEGINNING,**

THE ABOVE DESCRIBED LAND CONTAINS 45.16 ACRES, MORE OR LESS.

SURVEYORS NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST, BEING A BEARING OF NORTH 88°33'42" EAST, FOR ANGULAR DESIGNATION ONLY.
2. ALL LOT LINES INTERSECTING CURVES ARE RADIAL, UNLESS OTHERWISE NOTED NON-RADIAL (N.R.)
3. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION AND DATA 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. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION. THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO ANY PUBLIC OR PRIVATE UTILITY SERVICE PROVIDER, INCLUDING, BUT NOT LIMITED TO A COMMUNITY DEVELOPMENT DISTRICT. THAT IS EXTENDING UTILITY SERVICES, INCLUDING, BUT NOT LIMITED TO, ELECTRICITY, GAS, TELEPHONE AND CABLE, POTABLE AND RECLAIMED WATER, AND SANITARY SEWER TO, OR FOR THE BENEFIT OF THE LANDS SHOWN HEREON.
4. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLAN COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83), WITH 2011 ADJUSTMENT AS DERIVED FROM 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.
5. A 5/8 INCH DIAMETER IRON ROD WITH CAP NO. LB 6723 WILL BE SET AT EACH LOT CORNER AS REQUIRED BY CHAPTER 177, FLORIDA STATUTES WITHIN THE CURRENT ALLOTTED IN SUBSECTION 177.019(9), FLORIDA STATUTES.
6. CURRENT ZONING IS RSF-4 (RESIDENTIAL SINGLE FAMILY).
7. THERE IS 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 EASEMENT FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND OPERATION OF UTILITY LINES, MAINS, PIPES, CONDUITS AND OTHER FACILITIES SOLELY AND EXCLUSIVE FOR (A) ANY CABLE SYSTEM OR 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.
8. THIS PLAT CONTAINS 145 LOTS, 10 TRACTS AND 1.15 MILES OF ROAD.
9. STREET STUBS AT THE AT THE WESTERN TERMINUS OF 120TH PLACE AND THE SOUTHERN TERMINUS OF NW 167TH WAY SHALL BE CONVERTED TO A TRAFFIC CIRCLE, SPEED TABLE, OR OTHER TRAFFIC CALMING DEVICE UPON EXTENSION OF THE STREET TO ADJACENT LANDS.
10. ALL DISTANCES SHOWN HEREON ARE GROUND.
11. BUILDING SETBACKS FOR ALL LOTS ARE AS FOLLOWS: (UNLESS OTHERWISE SHOWN)
    FRONT = 20'
    REAR = 15'
    REAR (ACCESSORY) = 10'
    STREET SIDE = 12.50' (2.5 OVERHANG + 10' P.U.E)
    SIDE = 7.5'
12. THE ERROR OF CLOSURE FOR THE BOUNDARY OF THIS PLAT DOES NOT EXCEED 1':10,000"
13. THIS PLAT IS 6 SHEETS IN TOTAL, AND ONE IS NOT COMPLETE WITHOUT THE OTHER. FOR DEDICATION AND ACKNOWLEDGMENTS SEE SHEET 1, FOR LEGAL DESCRIPTION AND BOUNDARY DETAIL SEE SHEET 2 AND FOR LOT DIMENSIONS SEE SHEET 3, 4, 5 AND 6.
14. TRACTS A2, B3, F2, G, H1, I1, J1, K, AND L SHOWN ON THIS PLAT ARE DRAINAGE, UTILITIES, ACCESS AND OPEN SPACE/STORMWATER 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 COLLECTIONS 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 OR PURPOSES AS MAY BE AUTHORIZED IN WRITING BY THE DEVELOPER OR ITS DESIGNATED SUCCESSORS AND ASSIGNS,
15. WATER AND SEWER SERVICE ARE BEING PROVIDED BY THE CITY OF ALACHUA.
16. THE LIFT STATION TRACT SERVING BRAIRWOOD PHASES 2 AND 3 IS RECORDED BY SPECIAL WARRANTY DEED IN OFFICIAL RECORDS BOOK 4830, PAGE 1485 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.
17. THE EXISTING LIFT STATION TRACT AND PROPOSED AREA TO BE DEEDED ARE NOT A PART OF THE PLAT.

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

NOTE:
THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

MORTGAGE'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: _____ MORTGAGEE: LONG CREEK INVESTMENTS, LLC

WINTNESS: _____ BY: _____

WINTNESS: _____ TITLE: _____

LB #6723

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(407) 654-5355

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.

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.

ACKNOWLEDGEMENT AND ACCEPTANCE OF HOA

THE BRIARWOOD HOMEOWNERS ASSOCIATION OF ALACHUA, INC, HEREBY ACKNOWLEDGES AND ACCEPTS THE MAINTENANCE AND OTHER RESPONSIBILITIES CONTEMPLATED, DESCRIBED AND SHOWN ON THIS PLAT OF BRIARWOOD PHASES 2 AND 3 AND AS FURTHER SET FORTH IN OFFICIAL RECORDS BOOK 4830, PAGE 1495 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

DATE: _____ SIGNATURE: _____

WINTNESS: _____ BY: _____

WINTNESS: _____ TITLE: _____

MORTGAGE'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: _____ MORTGAGEE: GOLDEN POND FARMS, INC.

WINTNESS: _____ BY: _____

WINTNESS: _____ TITLE: _____

PLAT BOOK_____ PAGE_____

BRIARWOOD PHASES 2 AND 3
D E D I C A T I O N

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 PHASES 2 AND 3", BEING IN THE CITY OF ALACHUA, A MUNICIPALITY IN 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 DRAINAGE AND PUBLIC UTILITY EASEMENTS AS SHOWN AND IDENTIFIED ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC AND THE CITY OF ALACHUA, FOR THE PUBLIC PURPOSES DESCRIBED AND REFLECTED ON THIS PLAT.

TRACT RW-1 IS HEREBY DEDICATED PUBLICLY FOR RIGHTS-OF-WAY TO BE CONVEYED IN FEE SIMPLE AND MAINTAINED BY "CITY OF ALACHUA, A MUNICIPALITY IN ALACHUA COUNTY, FLORIDA."

ALL STREETS AND RIGHTS OF WAY IDENTIFIED AS TRACT RW-1 ARE ACCEPTED AND TO BE MAINTAINED BY THE CITY OF ALACHUA. TRACTS "A2, B3, F2, G, H1, I1, J1, K, AND L" ARE TO BE CONVEYED IN FEE SIMPLE BY DEED, SUBJECT TO THE NON-EXCLUSIVE STORMWATER DRAINAGE AND PUBLIC UTILITY EASEMENTS TH THE CITY OF ALACHUA SHOWN ON AND IDENTIFIED ON THIS PLAT AND FURTHER BE MAINTAINED AS LANDSCAPE, RECREATION, INGRESS, EGRESS, MAINTENANCE, DRAINAGE, AND UTILITY EASEMENTS BY THE "BRIARWOOD HOMEOWNERS ASSOCIATION OF ALACHUA, INC" ESTABLISHED FOR THIS COMMUNITY.

WITNESS: _____
WITNESS SIGNATURE

_____
PRINTED NAME

_____
WITNESS SIGNATURE

_____
PRINTED NAME

DEVELOPER AND OWNER:

TROON CREEK, LLC., A FLORIDA LIMITED LIABLITY COMPANY

BY: _____

CRAIG J. ROUHIER, MANAGER
DEVELOPER'S ADDRESS:
643 EGRET PLACE DRIVE
WINTER GARDEN, FL 34787

ACKNOWLEDGMENT
STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING OWNER'S CERTIFICATION AND DEDICATION WAS ACKNOWLEDGED BY MEANS OF ( ) PHYSICAL PRESENCE OR ( ) ONLINE NOTARIZATION, THIS ____ DAY OF _____, 2022 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 PRINTED NAME

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

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

_____
MAYOR

ATTEST:

_____ _____
CITY MANAGER FILED FOR RECORD ON

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 THIS PLAT COMPLIES WITH STANDARDS OF PRACTICE REQUIREMENTS OF SAID PART 1 PLATTING CHAPTER. HOWEVER MY REVIEW AND CERTIFICATION DOES NOT INCLUDE COMPUTING OR FIELD VERIFICATION OF ANY POINTS OR MEASUREMENTS.

SIGNATURE: _____

PRINTED NAME: _____

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

RECEIVED AND FILED

RECEIVED AND FILED FOR RECORD ON THIS ____, DAY OF _____, A.D. 2022

_____
CLERK OF COURT

BY:_____ DATE:_____

SURVEYOR'S CERTIFICATE

I DO HEREBY CERTIFY THAT THIS PLAT ENTITLED "BRIARWOOD PHASES 2 AND 3" IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY MADE OF THE DESCRIBED LANDS, UNDER THE 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 STATUTES.

SIGNATURE_____ DATE: _____
JAMES L. RICKMAN (LICENSE NO. 5633)
ALLEN AND COMPANY
16 E. PLANT ST.
WINTER GARDEN, FL 34787

PLAT BOOK_____ PAGE_____

SHEET 2 OF 6

BRIARWOOD PHASES 2 AND 3

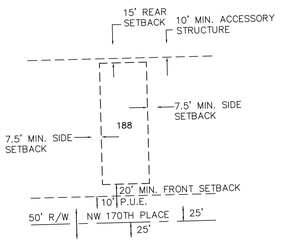
A PORTION OF LAND LYING IN SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

LINE TABLE		
LINE	BEARING	LENGTH
L1	S88°33'42"W	46.00'
L2	S88°32'42"W	19.01'
L3	N88°31'21"E	50.00'

CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C39	20.00'	S46°26'48"E	28.29'	90°01'00"	31.42'
C41	20.00'	N43°32'53"E	28.28'	89°58'23"	31.41'

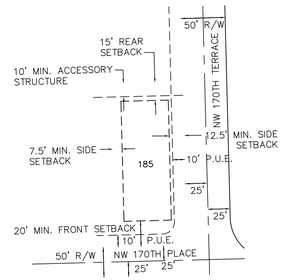


TYPICAL EASEMENTS AND SETBACKS



NOTE: ACCESSORY STRUCTURES SHALL ADHERE TO ALL SETBACKS

TYPICAL EASEMENTS AND SETBACKS
TYPICAL CORNER LOT

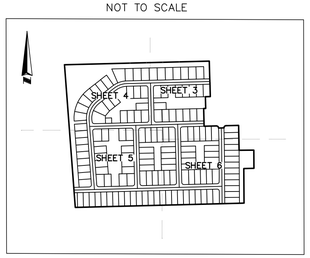


NOTE: ACCESSORY STRUCTURES SHALL ADHERE TO ALL SETBACKS

LEGEND:

P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.I.	POINT OF INTERSECTION
N.T.	NON-TANGENT
P.B.	PLAT BOOK
PG.	PAGE(S)
LB	LICENSED BUSINESS
O.R.B.	OFFICIAL RECORDS BOOK
R	RADIUS
L	ARC LENGTH
Δ	DELTA ANGLE
CH	CHORD DISTANCE
CB	CHORD BEARING
℄	CENTERLINE
7,500	SQUARE FOOTAGE OF LOT
■	A SET 4" X 4" CONCRETE MONUMENT P.R.M. LB #6723
◉	A SET 1/2" IRON ROD AND/OR NAIL & DISK LB #6723 PERMANENT CONTROL POINT (P.C.P.)
	CHANGE IN DIRECTION ALONG RIGHT-OF-WAY LINES

KEY MAP
NOT TO SCALE



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NOTE:

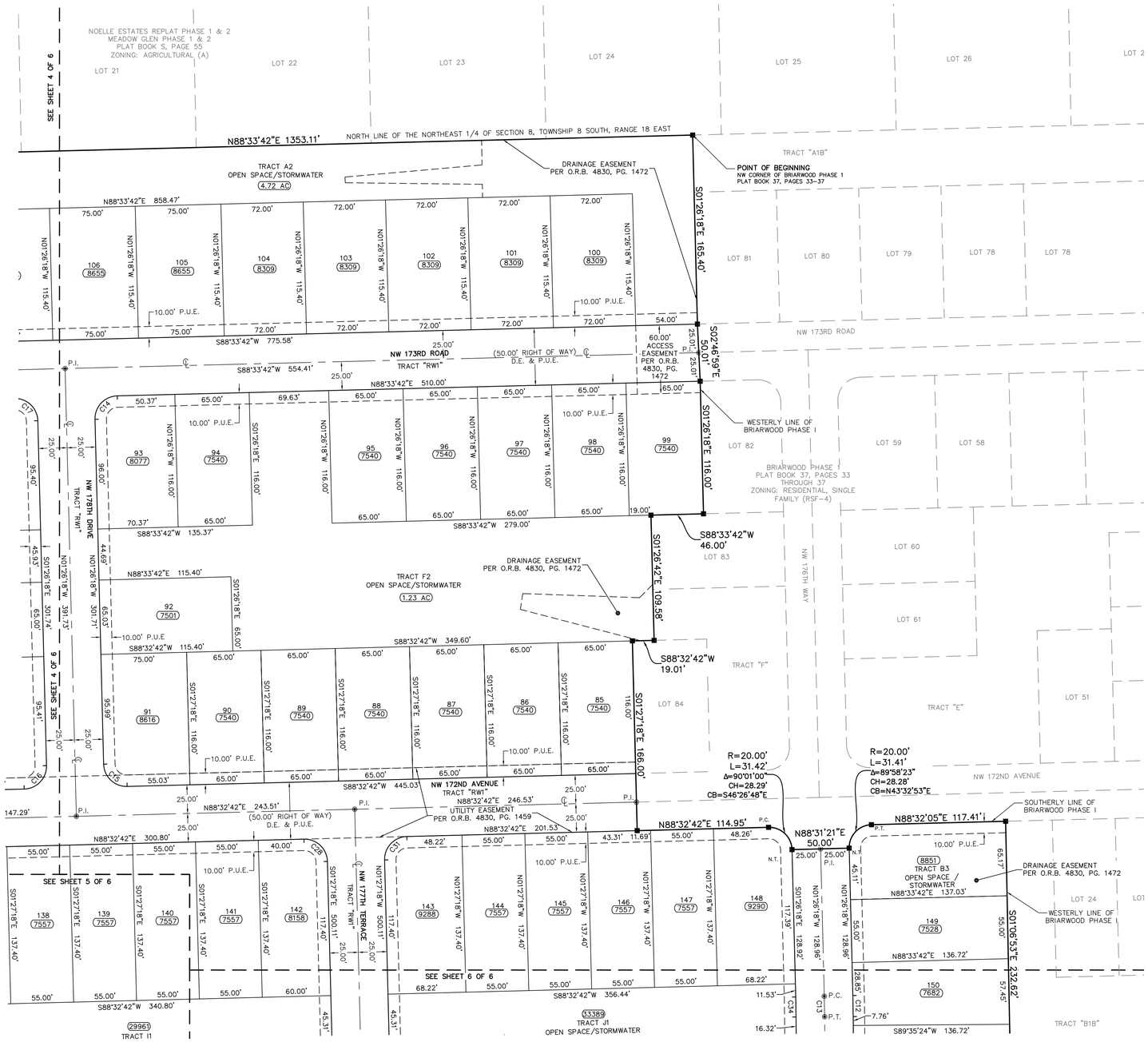
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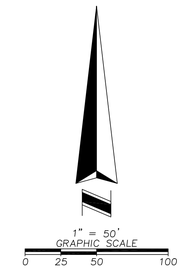
PLAT BOOK_____ PAGE_____

SHEET 3 OF 6

BRIARWOOD PHASES 2 AND 3

A PORTION OF LAND LYING IN SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA



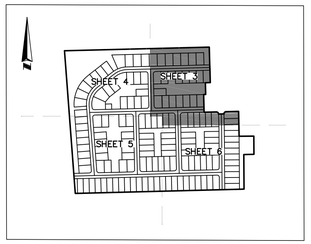


CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C12	1025.00'	S00°55'27"E	18.40'	1°01'42"	18.40'
C13	1000.00'	N00°55'27"W	17.95'	1°01'42"	17.95'
C14	20.00'	S43°33'42"W	28.28'	90°00'00"	31.42'
C15	20.00'	S46°26'48"E	28.29'	90°01'00"	31.42'
C16	20.00'	N43°33'12"E	28.28'	89°59'00"	31.41'
C17	20.00'	N46°26'18"W	28.28'	90°00'00"	31.42'
C28	20.00'	N46°27'18"W	28.28'	90°00'00"	31.42'
C31	20.00'	S43°32'42"W	28.28'	90°00'00"	31.42'
C34	975.00'	N00°55'27"W	17.50'	1°01'42"	17.50'

LEGEND:

P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.C.	POINT OF CURVATURE
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BUILDING SETBACKS:
SEE TYPICAL EASEMENT AND SETBACKS ON SHEET 2

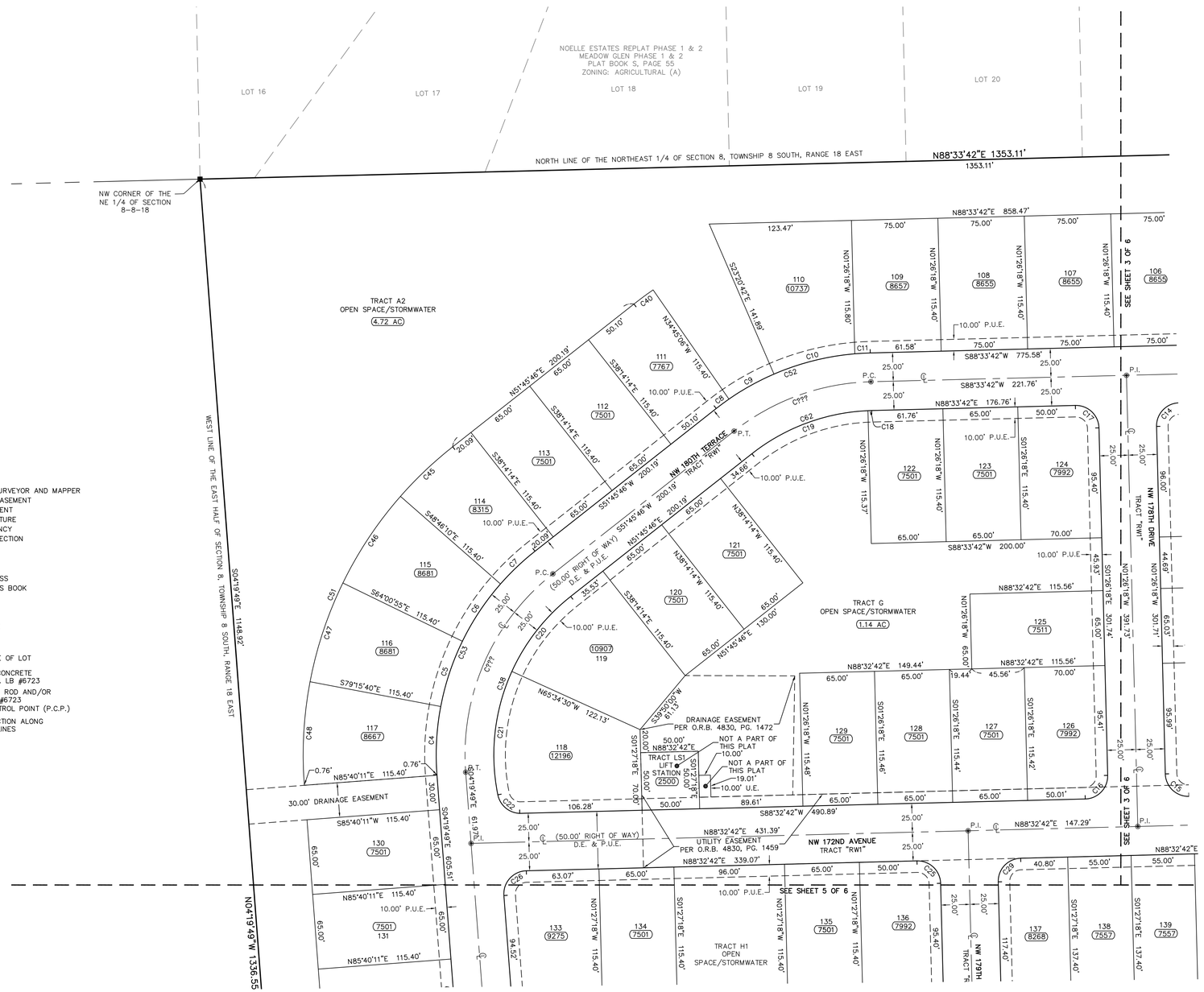
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PLAT BOOK_____ PAGE_____

SHEET 4 OF 6

BRIARWOOD PHASES 2 AND 3

A PORTION OF LAND LYING IN SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA



LEGEND:

P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.I.	POINT OF INTERSECTION
N.T.	NON-TANGENT
P.B.	PLAT BOOK
PG.	PAGE(S)
LB	LICENSED BUSINESS
O.R.B.	OFFICIAL RECORDS BOOK
R	RADIUS
L	ARC LENGTH
Δ	DELTA ANGLE
CH	CHORD DISTANCE
CB	CHORD BEARING
℄	CENTERLINE
(7,500)	SQUARE FOOTAGE OF LOT
■	A SET 4" X 4" CONCRETE MONUMENT P.R.M. LB #6723
◉	A SET 1/2" IRON ROD AND/OR NAIL & DISK LB #6723 PERMANENT CONTROL POINT (P.C.P.)
⌐	CHANGE IN DIRECTION ALONG RIGHT-OF-WAY LINES

CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C4	225.00'	N03°12'15"E	59.01'	15°04'09"	59.18'
C5	225.00'	N18°21'42"E	59.69'	15°14'45"	59.87'
C6	225.00'	N33°36'27"E	59.69'	15°14'45"	59.87'
C7	225.00'	N46°29'48"E	41.30'	10°31'56"	41.36'
C8	225.00'	N53°30'20"E	13.69'	3°29'08"	13.69'
C9	225.00'	N60°57'06"E	44.72'	11°24'24"	44.79'
C10	225.00'	N75°53'56"E	72.29'	18°29'16"	72.60'
C11	225.00'	N86°51'08"E	13.42'	3°25'08"	13.43'
C14	20.00'	S43°33'42"W	28.28'	90°00'00"	31.42'
C15	20.00'	S46°26'48"E	28.29'	90°01'00"	31.42'
C16	20.00'	N43°33'12"E	28.28'	89°59'00"	31.41'
C17	20.00'	N46°26'18"W	28.28'	90°00'00"	31.42'
C18	175.00'	S88°01'50"W	3.24'	1°03'44"	3.24'
C19	175.00'	S69°37'52"W	107.39'	35°44'12"	109.15'
C20	175.00'	S38°05'38"W	82.71'	27°20'16"	83.50'
C21	175.00'	S06°29'01"W	107.82'	35°52'59"	109.60'
C22	20.08'	S49°40'32"E	24.80'	76°16'08"	26.73'
C25	20.00'	N46°27'18"W	28.28'	90°00'00"	31.42'
C26	20.00'	S42°06'27"W	28.98'	92°52'31"	32.42'
C29	20.00'	S43°32'42"W	28.28'	90°00'00"	31.42'
C38	175.00'	N20°09'09"E	183.45'	63°13'15"	193.10'
C40	340.40'	S53°30'20"W	20.70'	3°29'08"	20.71'
C45	340.40'	S46°29'48"W	62.49'	10°31'56"	62.57'
C46	340.40'	S33°36'27"W	90.31'	15°14'45"	90.58'
C47	340.40'	S18°21'42"W	90.31'	15°14'45"	90.58'
C48	340.40'	S03°12'15"W	89.27'	15°04'09"	89.53'
C51	340.40'	S23°42'59"W	320.10'	56°05'35"	333.25'
C52	225.00'	S70°09'44"W	142.04'	36°47'56"	144.51'
C53	225.00'	S23°42'59"W	211.58'	56°05'35"	220.28'
C62	175.00'	N70°09'44"E	110.47'	36°47'56"	112.40'

LB #6723

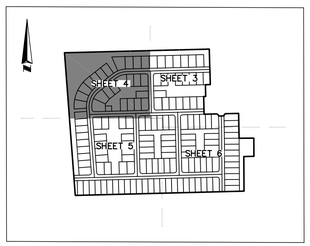
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SHEET 2 – LEGAL DESCRIPTION AND BOUNDARY DETAIL
SHEETS 3, 4, 5, AND 6 – LOT DIMENSIONS

1" = 50' GRAPHIC SCALE
0 25 50 100

KEY MAP
NOT TO SCALE



BUILDING SETBACKS:
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PLAT BOOK_____ PAGE_____

SHEET 5 OF 6

BRIARWOOD PHASES 2 AND 3

A PORTION OF LAND LYING IN SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA



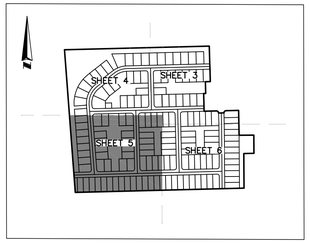
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CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C3	20.00'	N42°06'27"E	28.98'	92°52'31"	32.42'
C23	20.00'	S47°53'33"E	27.57'	87°07'29"	30.41'
C24	20.00'	N43°32'42"E	28.28'	90°00'00"	31.42'
C25	20.00'	N46°27'18"W	28.28'	90°00'00"	31.42'
C26	20.00'	S42°06'27"W	28.98'	92°52'31"	32.42'
C29	20.00'	S43°32'42"W	28.28'	90°00'00"	31.42'
C30	20.00'	S46°27'18"E	28.28'	90°00'00"	31.42'

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	CHANGE IN DIRECTION ALONG RIGHT-OF-WAY LINES

KEY MAP
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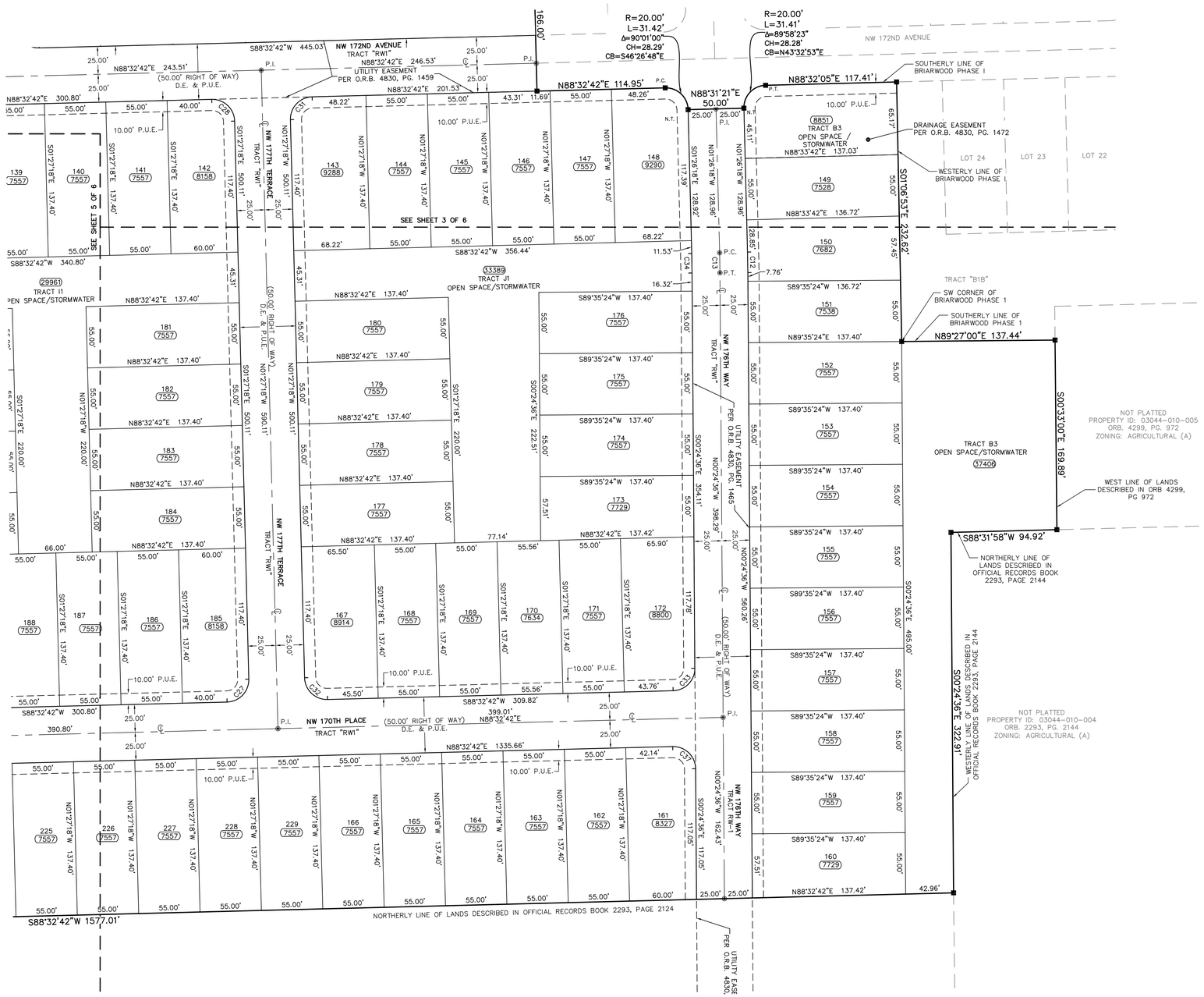
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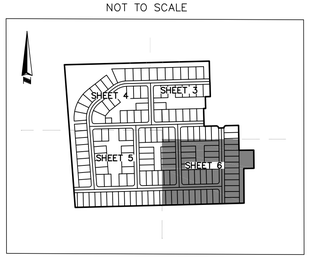


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C12	1025.00'	S00°55'27"E	18.40'	1°01'42"	18.40'
C13	1000.00'	N00°55'27"W	17.95'	1°01'42"	17.95'
C27	20.00'	N43°32'42"E	28.28'	90°00'00"	31.42'
C28	20.00'	N46°27'18"W	28.28'	90°00'00"	31.42'
C31	20.00'	S43°32'42"W	28.28'	90°00'00"	31.42'
C32	20.00'	S46°27'18"E	28.28'	90°00'00"	31.42'
C33	20.00'	N44°04'03"E	28.03'	88°57'18"	31.05'
C34	975.00'	N00°55'27"W	17.50'	1°01'42"	17.50'
C37	20.00'	N45°55'57"W	28.54'	91°02'42"	31.78'

KEY MAP
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LAW OFFICE OF
CARL L. JOHNSON
4421 NW 39th Avenue Bldg. 1, Suite 2
GAINESVILLE, FLORIDA 32606

CARL L. JOHNSON
Real Property Law

Telephone
(352) 377-7444
Fax (352) 377-7410

September 12, 2022

City of Alachua
PO Box 9
Alachua, FL 32616

Re: Briarwood, Phases 2 and 3

TITLE OPINION

Dear Sirs:

This is to certify that I have examined the public records of Alachua County, Florida, covering a period of time from the earliest public records up to and including September 2, 2022, as to the property described on the attached Exhibit A.

From such examination, it appears that the merchantable fee simple title to the above-described property is vested in TROON CREEK LLC, a Florida limited liability company, subject, however, to the following items:

1. **Liens, encumbrances, adverse claims or other matters, if any, first appearing in the public records or attaching subsequent to September 2, 2022.**

2. **All assessments and taxes for the year 2022 and all subsequent years.**

3. **Rights and interests of any parties in possession of the property, whose claims do not appear of record.**

4. **Any encroachments, easements, measurements, variation, in area or content, party walls, or other facts, which a correct survey of the premises would show.**

5. **Any action by any municipal or governmental agency thereto or hereafter taken for the purpose of regulating the use, occupancy, or zoning of the property or any building or structure thereon.**

6. **Any easement, or claims of easements, not shown by the public records.**

7. **Easement from Golden Pond Farms, Inc. to the City of Alachua as recorded in Official Record Book 4830, Page 1459 of the Public Records of Alachua County, Florida.**

8. **Easement from Golden Pond Farms, Inc. to the City of Alachua as recorded in Official Record Book 4830, Page 1465 of the Public Records of Alachua County, Florida.**

9. **Easement from Golden Pond Farms, Inc. to the City of Alachua as recorded in Official Record Book 4830, Page 1472 of the Public Records of Alachua County, Florida.**

10. **Lift Station parcel deeded to the City of Alachua in Official Record Book 4830, Page 1485.**

Sincerely,

Carl L. Johnson

CLJ/cj

BRIARWOOD PHASES 2 AND 3

A PORTION OF LAND LYING IN SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

Exhibit A

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN A PORTION OF SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING AT THE NORTHWEST CORNER OF BRIARWOOD PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN PLAT BOOK 37, PAGES 33 THROUGH 37, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE ALONG THE WESTERLY AND SOUTHERLY LINES OF SAID BRIARWOOD PHASE 1 RUN THE FOLLOWING COURSES: SOUTH 01°26'18" EAST, FOR A DISTANCE OF 165.40 FEET; THENCE RUN SOUTH 02°46'59" EAST, FOR A DISTANCE OF 50.01 FEET; THENCE RUN SOUTH 01°26'18" EAST, FOR A DISTANCE OF 116.00 FEET; THENCE RUN SOUTH 88°33'42" WEST, FOR A DISTANCE OF 48.00 FEET; THENCE RUN SOUTH 01°26'42" EAST, FOR A DISTANCE OF 109.58 FEET; THENCE RUN SOUTH 88°32'42" WEST, FOR A DISTANCE OF 19.01 FEET; THENCE RUN SOUTH 01°27'18" EAST, FOR A DISTANCE OF 166.00 FEET; THENCE RUN NORTH 88°32'42" EAST, FOR A DISTANCE OF 114.95 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 90°01'00", A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 31.42 FEET, A CHORD BEARING OF SOUTH 46°26'48" EAST AND A CHORD DISTANCE OF 28.29 FEET TO A NON-TANGENT POINT; THENCE RUN NORTH 88°31'21" EAST, FOR A DISTANCE OF 50.00 FEET TO A NON TANGENT CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY ALONG SAID NON TANGENT CURVE HAVING A CENTRAL ANGLE OF 89°58'23", A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 31.41 FEET, A CHORD BEARING OF NORTH 43°32'53" EAST AND A CHORD DISTANCE OF 28.28 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 88°32'05" EAST, FOR A DISTANCE OF 117.41 FEET; THENCE RUN SOUTH 01°06'53" EAST, FOR A DISTANCE OF 232.62 FEET TO THE SOUTHWEST CORNER OF SAID BRIARWOOD PHASE 1; THENCE RUN NORTH 89°27'00" EAST ALONG THE SOUTHERLY LINE OF SAID BRIARWOOD PHASE 1, FOR A DISTANCE OF 137.44 FEET TO A POINT ON THE WEST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4299, PAGE 972 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 00°33'00" EAST ALONG SAID WEST LINE, FOR A DISTANCE OF 169.89 FEET TO A POINT ON THE NORTHERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2293, PAGE 2144 OF SAID PUBLIC RECORDS; THENCE SOUTH 88°31'58" WEST ALONG SAID NORTHERLY LINE, FOR A DISTANCE OF 94.92 FEET TO THE WESTERLY LINE OF SAID LANDS; THENCE RUN SOUTH 00°24'36" EAST ALONG SAID WESTERLY LINE, FOR A DISTANCE OF 322.91 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LANDS; THENCE RUN SOUTH 88°32'42" WEST ALONG SAID NORTHERLY LINE, FOR A DISTANCE OF 1577.01 FEET TO THE WEST LINE OF THE EAST HALF OF SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST; THENCE RUN NORTH 04°19'49" WEST ALONG SAID WEST LINE, FOR A DISTANCE OF 1336.55 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST; THENCE RUN NORTH 88°33'42" EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, FOR A DISTANCE OF 1353.11 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LAND CONTAINS 45.16 ACRES, MORE OR LESS.

SUBDIVIDERS AGREEMENT FOR BRIARWOOD PHASE 2 AND PHASE 3

This SUBDIVIDERS AGREEMENT for Briarwood Phase 2 and Phase 3 (the "Agreement") is made this _____ day of _____, 2022.

BETWEEN

DEVELOPER: Troon Creek, LLC,
a Florida Limited Liability Company ("Developer")
Whose address is:
643 Egret Place Drive
Winter Garden, FL 34787

AND

CITY: CITY OF ALACHUA, a municipality in Alachua County, FL ("City")

RECITALS:

WHEREAS, the DEVELOPER is developing a residential subdivision in the City known as Briarwood Phase 2 and Phase 3 (the "Project"), legally described in attached Exhibit "A" (the "Property" or "Land") and further described in the Plat for Briarwood Phase 2 and Phase 3 as set forth in Plat Book _____ page _____ of the Public Records of Alachua County (the "Plat"), a copy of which is attached hereto as Exhibit "B";

WHEREAS, the Property or Land which is described in the Plat for the Project is owned by Troon Creek, LLC, a Florida Limited Liability Company, whose mailing address is: 405 Cinnamon Oak Court, Lake Mary, FL 32746;

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 and waives 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 information and recitals are true and correct and are incorporated as material terms of 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 public and private improvements [including, but not limited to, roadways, streetlights, water facilities, wastewater facilities, electric system facilities, right of ways, easements, stormwater conveyance systems, and drainage facilities as reflected on the Plat which will be recorded for the Project (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. Developer agrees to proceed with the construction of the Improvements for the Project, with the exception of the sidewalks depicted on the Construction Plans which sidewalks abut or are immediately adjacent to a residential house lots depicted on the Plat (herein referred as "House Sidewalk" or "House Sidewalks" which are further addressed in paragraph 15 below), in a diligent manner, and Developer shall complete these Improvements on or before September 28, 2023. Developer will be accessing the Project through the Briarwood Phase 1 Subdivision. Developer shall be responsible for any damages caused in or to the Briarwood Phase 1 Subdivision by any of the construction vehicles or equipment utilized on or in conjunction with the construction in the Project. In the event the City's Public Services Director, in his sole discretion, determines such damages have been sustained, he shall provide the Developer written notice of the damages with a time frame in which the Developer shall cure the damages. The failure of the Developer to timely cure the damages shall be a default under this Agreement and the City shall be able to make a claim for payment for the correction of damages under the Common Law Performance Bond referenced in paragraph 9 below.

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, including, but not limited to, the Plans and 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 Developer shall convey all of the required public Improvements to the City, however, the parties agree that the public Improvements shall not be accepted by the City until the public Improvements have been completed, approved by the City, a one-year warranty period as described below has concluded, and the City Commission of the City of Alachua (the "Commission") officially accepts the Improvements. Acceptance of the House Sidewalks shall be as set forth in paragraph 15 below.

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 applicable regulations, ordinances, laws, rules and the terms of this Agreement.

8. **Recording:** The Plat for the Project shall be recorded by the Developer in the Public Records of Alachua County, Florida, immediately after its approval by the Commission. The Developer shall record the Plat 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 within five (5) business days of receiving the certified copy of the recorded Plat. The Developer shall pay all costs associated with the recording of this Agreement.

9. **Surety Devices:** With the exception of the construction of the House Sidewalks, and 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. Upon 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 ("Bond") in a form acceptable to the City in the amount of $5,703,808.01 (120% of the $4,753,173.34 estimated construction costs as set forth in the Certification in attached Exhibit "D") as the surety instrument and guarantee of the satisfactory construction of all of the Improvements required for the Project in accordance with this Agreement. This Bond shall remain in full force and effect unit the terms of this Agreement have been fulfilled.
    b. Upon Developer's timely and satisfactory completion of the Improvements and the City's approval (but not acceptance) of these Improvements, and the Developer providing an acceptable maintenance surety instrument to the City in the amount of 10 percent of the certified value of the complete Improvements

(approximately $475,371.33 as set forth in the Certification in attached Exhibit "D"), the City will return the original $5,703,808.01 Common Law Performance Bond to the Developer, less any reductions requested by the City for the completion of 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, including surety instruments, the Developer may commence construction of the Improvements. Construction shall be completed on or before September 28, 2023 (with the exception of House Sidewalks – see paragraph 15 below). 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. If necessary, a thin asphalt coat shall be added to any areas of the streets in order to provide a smooth graded finish, in particular, around curbs.

    The Project's Engineer of Record or the Professional Engineer performing CIS shall submit the inspection reports to the City. 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 within three (3) business days of each inspection. 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 Surety Bond for the amount needed 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 CIS conduct a final inspection and compile a final punch list. Upon the Project's Engineer of Record or the Professional Engineer performing the CIS 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 CIS 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 CIS shall submit a certified cost of construction for the completed Improvements. The Developer shall then provide a Common Law Performance Bond in the amount of 10% of the certified cost of construction as the one-year maintenance surety to the City as set forth in Paragraphs 9.b. above.

11. **No Final Inspections or Occupancy**: In the event the Developer conveys any interest, legal or equitable, to any property in the Project, notice hereby given to the Developer that the City shall not conduct a final inspection on any house nor will the City provide permanent City utility services to any house in the Project until the Improvements required in this Agreement have been completed and approved in accordance with this Agreement. The Developer is responsible for the repair of any Improvements damaged as a result of the construction of any single-family homes. 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 of the Improvements 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 thirty (30) days of written notice. In the event the Project's Engineer of Record determines that a requested repair will take more than thirty days 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 automatically extended until the completion of all requested repairs. If the Developer does not complete the repairs within thirty days 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 public Improvements shall in no case bind the City to accept the public Improvements for public maintenance or operation until the Public Services

Director has approved that 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 regulations and the Commission has accepted the public Improvements. Within 60 days of the Public Services Director's approval, the Commission will formally accept maintenance of the public Improvements and release the Maintenance Common Law Performance Bond. The maintenance of the stormwater management system shall be the responsibility of the Developer and its successors.

14. **Maintenance of Landscape Improvements within City Rights-of-Way:** The Developer agrees to construct, install and maintain all landscape improvements located within the right-of-way as shown in the approved Construction Plans for the Project at its sole cost and expense. Should the developer or successor fail to install or maintain the landscape improvements in accordance with the approved Construction Plans, the City may provide written notice to the Developer or its successor, specifying the nature of the deficiency. Within 30 days following receipt of such notice, the Developer or successor homeowner's association shall cause the appropriate repairs or cure to be effected. In the event damage or failure to maintain results in a situation where public safety is at risk, the City may, in its sole discretion, effect repairs to the Improvements without the need of prior notice to the Developer or its successor. The City will promptly bill the Developer, its successors or assigns. If the bill is not paid within 30 days, it shall be a default hereunder and the City shall have the right, but not the obligation, to make a claim under the Bond.

15. **Construction, Installation, and Surety Devices for House Sidewalks:** The Construction, deadlines and surety devices for the House Sidewalks shall be as follows:

    a. Construction Deadline: The developer shall complete the construction and installation of the House Sidewalks in accordance with the Plans and attached Exhibit E. The construction of all of the House Sidewalks shall be completed on or before September 28, 2024. If Developer has not completed all of the House Sidewalks by September 28, 2024, the City shall have the right, but not the obligation, to make a demand on the House Sidewalks Common Law Performance Bond describing in paragraph b. below, for completing as many of the remaining sidewalks as possible with this money. The City shall not, however, have any obligation to expend any money other than the proceeds from the House Sidewalk Common Law Performance Bond to construct sidewalks in the Project.
    b. 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 shall provide the City with a Common Law Performance Bond, in a form acceptable to the City, as the surety instrument to guarantee the satisfactory completion of the House Sidewalks as required in this Agreement. The amount of the House Sidewalk Common Law Performance Bond shall be $245,875.08 ($204,895.90 x 120% of the certified estimated cost of completion in attached Exhibit E). Upon the satisfactory completion and

inspection of the House Sidewalks, but not the acceptance, the Developer shall provide the City with a Maintenance House Sidewalk Common Law Performance Bond in the amount of $20,489.59 ($204,895.90 x 10%) for the one-year maintenance period. The City will then release and return the House Sidewalk Common Law Performance Bond.

c. Final Approval and Acceptance: Within one year of the completion of all of the House Sidewalks, the City's Public Services Department will do a final inspection and notify the Developer in writing of any deficiencies, 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 have the work done and make a demand on the House Sidewalks Maintenance Common Law Performance Bond to pay for the remedial work. Once the remedial work is complete, the House Sidewalks will be submitted to the Commission for acceptance. After the Commission's acceptance of the House Sidewalks, the House Sidewalks Maintenance Common Law Performance Bond will be released and returned to the Developer.

d. 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 House Sidewalks undertaken by the Developer until the Commission has officially accepted the House Sidewalks.

16. **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.

17. **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".

18. **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.

19. **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.

20. **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.

21. **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.

22. **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 25 below.

23. **Agreement Runs with Land:** This Agreement shall be recorded in the Public Records of Alachua County, Florida and shall run with the Land.

24. **Default by Developer:** Should Developer fail to complete the Improvements in accordance with this Agreement, the City shall be entitled to make immediate demand on any Common Law Performance Bond provided by Developer hereunder, and also be entitled to 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.

25. **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/Owners: *Via USPS or* *Hand Delivery:*	Troon Creek, LLC 643 Egret Place Dr. Winter Garden, FL 34787

26. **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.

27. **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.

28. **Not Assignable Without Approval:** This Agreement shall not be assignable by the Developer without the written approval of the Commission.

29. **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.

30. **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.

31. **Amendment:** This Agreement may only be amended by mutual written agreement by the City and the Developer with prior approval of the Commission.

32. **Legal Advice:** The Developer and the City have each had the advice of their respective attorneys before entering into this Agreement, including all exhibits hereto.

33. **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.

34. **Captions and Headings:** Paragraph headings are for convenience only and shall not be used to construe or interpret this Agreement.

35. **Time of Essence:** Time is of the essence in complying with each and every term and condition of this Agreement.

36. **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.

37. **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.

38. **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.

39. **No Future Representations**: The City's approval of this Subdividers Agreement for Briarwood Phase 2 and Phase 3 does not in any way imply, represent, require or guarantee that the City will approve the application for any other phase of the development of Briarwood.

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:_____

William M. DaRoza, City Manager/Clerk Gib Coerper, Mayor

Approved as to form:

_____

Marian B. Rush, City Attorney

STATE OF FLORIDA
COUNTY OF ALACHUA

THE FOREGOING SUBDIVIDERS AGREEMENT FOR BRIARWOOD PHASE 2 AND PHASE 3 was acknowledged before me this _____ day of _____ 2022, 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]

Witnesses:

(sign) Kerbrina Jean-Charles

(print) Kerbrina Jean-Charles

DEVELOPERS/OWNERS

Troon Creek, LLC,
a Florida Limited Liability Company
By:

Craig J. Rouhier, Jr., Manager

STATE OF FLORIDA
COUNTY OF Orange

THE FOREGOING SUBDIVIDERS AGREEMENT FOR BRIARWOOD PHASE 2 AND PHASE 3 was acknowledged before me this 6 day of Oct 2022, by Craig J. Rouhier, Jr. who is personally known to me or who produced Driver License as identification.

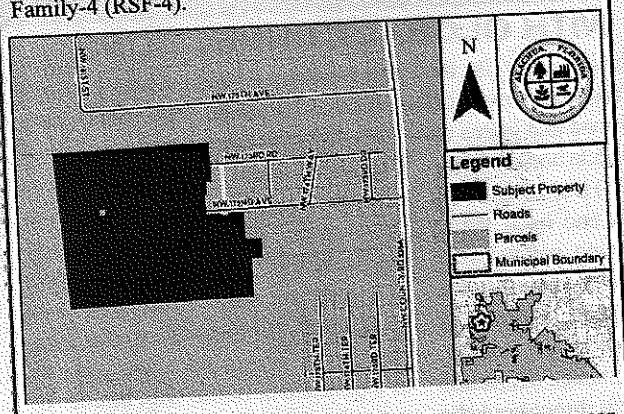
Notary Public, State of Florida at large
Commission No.: HH175362
Expiration: 9/27/2025 [SEAL]

Nika Sosa
Notary Public, State of Florida
Commission # HH 175362
Qualified in Orange County
Exp. 9/27/2025

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 14, 2022 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 Tivia Bryan, of Allen & Company, Inc., applicant and agent, for Troon Creek LLC, property owner, for consideration of the Final Plat for Briarwood Phase 2 and Phase 3. The final plat proposes to subdivide the ±45.16 acre subject property into a total of 145 lots with associated common areas and road right-of-way. The subject property is located south of Meadowglen and west of CR235A and Briarwood Phase 1. Consisting of Tax Parcel Number 03044-010-003. Future Land Use Map (FLUM) Designation: Moderate Density Residential; Zoning: Residential Single-Family-4 (RSF-4).



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.

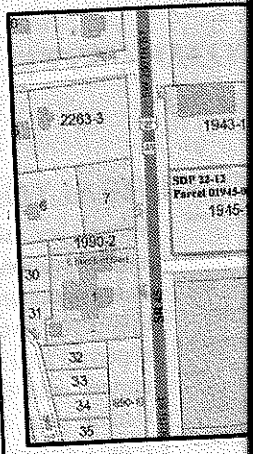
(Published: Alachua County Today - October 27, 2022)

at 6:00 p.m., or as soon thereaft
the City Commission Meeting R
West Newberry Road, Newberry

ITEM 1: Resolution 2022-7
JBrown Professional Group, In
for Daytona Terroir, LLC, Ow
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THE BOARD OF ADJU
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Please call 352-472-54
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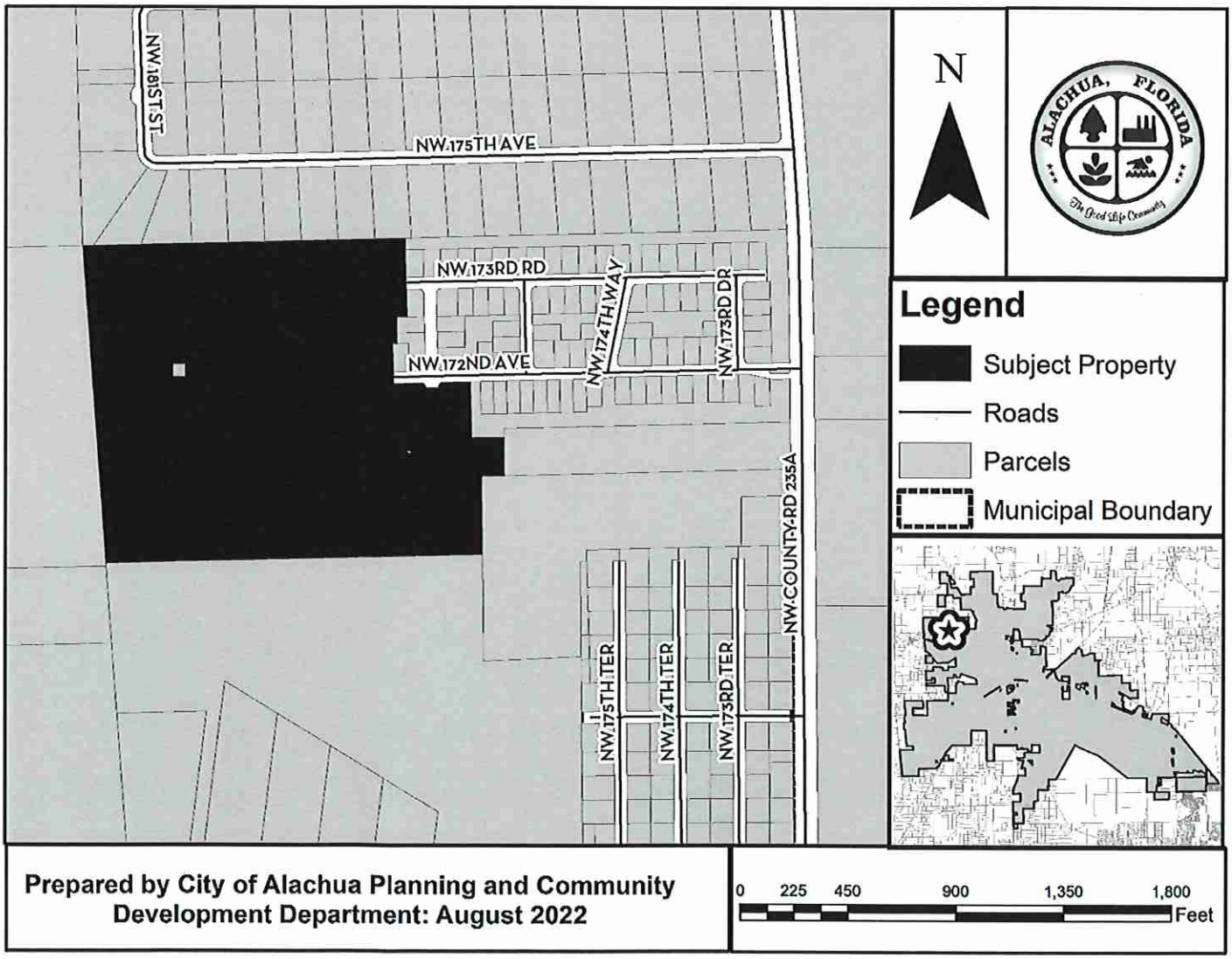
Mailed 10/24/22
KD

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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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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Phone: (386) 418-6121 ♦ Fax: (386) 418-6130

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ALACHUA, FL 32615

GOLDEN POND FARMS INC
PO BOX 357133
GAINESVILLE, FL 32635

D R HORTON INC
12602 TELECOM DRIVE
TAMPA, FL 33637

Mark and Tonya Mcfarland
17793 NW 175TH AVE
ALACHUA, FL 32615

Bacchus Zuljaleel & Bibi Sheneza
17991 NW 175TH AVE
ALACHUA, FL 32615

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Milledgeville, GA 31061

Florida Timber Co.
PO BOX 357133
Gainesville, FL 32635

Martha Monaghan
608 PARHAM RD NW
Milledgeville, GA 31061

Toyo Smyder
PO BOX 1067
High Springs, FL32655

SMYDER GEORGE E JR
PO BOX 842
Alachua, FL 32653

Troon Creek LLC
643 Egret Place Drive
Winter Garden, FL 32615

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ALACHUA FL 32615

Ariel Machin
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ALACHUA FL 32615

Antoinette Endelicato
5562 NW 93rd Avenue
Gainesville, FL 32653

Dan Rhine
288 Turkey Creek
Alachua, FL 32615

Tom Gorman
9210 NW 59th Street
Alachua, FL 32653

Richard Gorman
5716 NW 93rd Avenue
Alachua, FL 32653

Peggy Arnold
410 Turkey Creek
Alachua, FL 32615

David Forest
23 Turkey Creek
Alachua, FL 32615

President
TCMOA
1000 Turkey Creek
Alachua, FL 32615

Linda Dixon, AICP
Assistant Director Planning
PO Box 115050
Gainesville, FL 32611

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

Craig Parenteau
FL Dept. of Environmental Protection
4801 Camp Ranch Road
Gainesville, FL 32641

Lynn Coullias
7406 NW 126th Ave
Alachua, FL 32615

Lynda Coon
7216 NW 126 Avenue
Alachua, FL 32615

Tamara Robbins
PO Box 2317
Alachua, FL 32616

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

George & Joan Walker
12910 NW 151st Rd
Alachua, FL 32615

Bonnie Flynn
16801 NW 166th Drive
Alachua, FL 32615

Hugh and Jean Calderwood
14095 NW 174th Ave
Alachua, FL 32615

Dena Courtney
PO Box 1215
High Springs, FL 32655

Lisia Jenkins
P.O. Box 1071
Alachua, FL 32616

Shasta Schoellhorn
15907 NW 188th St.
Alachua, FL 32615

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17625 NW 175TH AVE
ALACHUA FL 32615

Ben Boukari
17665 NW 175TH AVE
ALACHUA FL 32615

Leigh Osborne
17709 NW 175TH AVE
ALACHUA FL 32615

Peter Willems
17749 NW 175TH AVE
ALACHUA FL 32615

James Enfinger
17793 NW 175TH AVE
ALACHUA FL 32615

Shawn & Wendy Chatfield
9685 NW 24TH LN #202
GAINESVILLE FL 32609

Jessie Morris
17875 NW 175TH AVE
ALACHUA FL 32615

Nathaniel Roberts
17917 NW 175TH AVE
ALACHUA FL 32615

Susan and Brian Hontz
17957 NW 175TH AVE
ALACHUA FL 32615

Corey Pelletier
17991 NW 175TH AVE
ALACHUA FL 32615

Harry Kunkel
14416 NW 148TH PL
ALACHUA FL 32616

Carla Lofthouse
17502 NW 181ST ST
ALACHUA FL 32615

Richard & Shayna Davis
17598 NW 181ST ST
ALACHUA FL 32615

William Menadier
17579 NW 181ST ST
ALACHUA FL 32615

Edward Exley
17958 NW 175TH AVE
ALACHUA FL 32615

David Lowney
17918 NW 175TH AVE
ALACHUA FL 32615

Gerald Murphy
17876 NW 175TH AVE
Alachua, FL 32615

Gerian Fort
17818 NW 175TH AVE
ALACHUA FL 32615

Pagan Rios
17794 NW 175TH AVE
ALACHUA FL 32615

Jennifer Blalock
17750 NW 175TH AVE
ALACHUA FL 32615

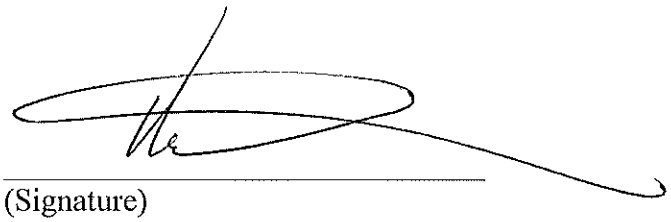
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AFFIDAVIT FOR POSTED LAND USE SIGN

I CRAIG KOEHLER, POSTED THE LAND USE
(Name)
SIGN ON 10-18-2021 FOR THE Briarwood Phase 2 and 3, Final Plat
(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)

Three (3)
(Number of signs)

City of Alachua
THE GOOD LIFE COMMUNITY

Commission Agenda Item

MEETING DATE: 11/14/2022
SUBJECT: Alachua West Wastewater Improvement Project
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

The Alachua West Wastewater Improvement Project consists of engineering design, permitting needs, and construction of a new force main (approximately 9,000 linear feet) along NW County Rd 235th and 235A and lift station improvements. Once constructed, these improvements will diversify operation of our local wastewater collection and conveyance system and ensure continuance of the high standard of service.

The Alachua West Wastewater Improvement Project reduces potential wastewater collection system failure, resulting in environmental impacts, by reducing the presence of hydrogen sulfide. Hydrogen sulfide is a corrosive odorous gas that is developed when high concentrations of sulfide are generated due to long residence times and poor oxygen transfer. This project will reduce the impact of hydrogen sulfide by lowering sulfide loading reaching the Wastewater Treatment Facilities by reducing sewer detention time.

The design of the Alachua West Wastewater Improvement Project is budgeted for $850,000, which $850,000 of the funding is made available through a cost reimbursement grant, awarded to the City by the Florida House of Representatives, which requires execution of a grant agreement with the Florida Department of Environmental Protection.

The specific request, here recommended 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 West Wastewater Improvement Project grant application and on all related documents.

FINANCIAL IMPACT: Yes

BUDGETED: Yes

FUNDING SOURCE: Grants

COMMISSION GOALS:
Quality of Life

ATTACHMENTS:

	Description
🗋	LPA0253 Full Agreement_Unsigned1-1
🗋	Schematic Design Layout

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 West Wastewater Improvement Project**

Agreement Number: **LPA0253**

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, Florida 32615** FEID: **59-6000262** (Grantee)

3. Agreement Begin Date: **Upon Execution**

Date of Expiration: **December 31, 2024**

4. Project Number: *(If different from Agreement Number)*

Project Location(s): **Lat/Long (29.7579, -82.5270)**

Project Description: **The Grantee will design and construct a new pressurized wastewater main and make improvements to existing lift stations.**

5. Total Amount of Funding: **$850,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☑ State ☐ Federal	**LP, GAA LI 1665A, FY 22-23, GR**	**$850,000.00**
☐ State ☐ Federal		
☐ Grantee Match		
	Total Amount of Funding + Grantee Match, if any:	**$850,000.00**

6. Department's Grant Manager

Name: **Richmond Abellera** or successor

Address: **3900 Commonwealth Blvd.**
Tallahassee, FL 32399

Phone: **850-245-2944**

Email: **Ricmond.Abellera@FloridaDEP.gov**

Grantee's Grant Manager

Name: **Rodolfo Valladares** or successor

Address: **P.O. Box 9**
Alachua, FL 32615

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, City of Alachua

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____ _____

Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

DWRA Additional Signatures

_____

Richmond Abellera, DEP Grant Manager

_____

Mitch Holmes, 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/state-agencies.

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: https://www.myfloridacfo.com/division/aa/state-agencies.

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 §200.331 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. LPA0253

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 Alachua West Wastewater 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, 2022 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. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and

return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

15. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Alachua West Wastewater Improvement Project

PROJECT LOCATION: The Project will be located in the City of Alachua within Alachua County; Lat/Long (29.7579, -82.5270).

PROJECT BACKGROUND: Improvements to the existing lift stations will help protect against potential wastewater collection system failure, resulting in environmental impacts, by reducing the presence of hydrogen sulfide. Hydrogen sulfide is a corrosive odorous gas that is developed when high concentrations of sulfide are generated due to long residence times and poor oxygen transfer. This project will reduce the impact of hydrogen sulfide by lowering sulfide odor loading reaching the Wastewater Treatment Facilities and liquid processes, by reducing sewer detention time.

PROJECT DESCRIPTION: The City of Alachua (Grantee) will design and construct a new pressurized wastewater main and make improvements to existing lift stations which will decrease the detention time along an existing 16-inch force main. The project will reroute existing wastewater flows and allow future connections to the system.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Preconstruction Activities

Deliverables: The Grantee will complete a design of the construction items, record a geotechnical investigation, produce a detailed survey of the project area, provide a hydraulic analysis for system performance, and obtain all necessary permits for construction of the project.

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; 2) a system performance report from a hydraulic analysis; and 3) a summary of preconstruction 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 monthly.

Task 2: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the new pressurized wastewater main.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

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 following the conclusion of the task.

Task 3: Construction

Deliverables: The Grantee will construct approximately 9,000 linear feet of a pressurized wastewater main and improve the existing lift stations in accordance with the construction contract documents.

Documentation: The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

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 monthly.

Task 4: Project Management

Deliverables: The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Documentation: The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

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 monthly.

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	$85,000	07/01/2022	02/28/2023
2	Bidding and Contractor Selection	Contractual Services	$5,000	07/01/2022	04/30/2023
3	Construction	Contractual Services	$700,000	07/01/2022	06/30/2024
4	Project Management	Contractual Services	$60,000	07/01/2022	06/30/2024
		Total:	$850,000		

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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	22-23	37.039	Statewide Surface Restoration and Wastewater Projects	$850,000	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	$850,000	

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.:	LPA0253
Project Title:	
Grantee Name:	
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

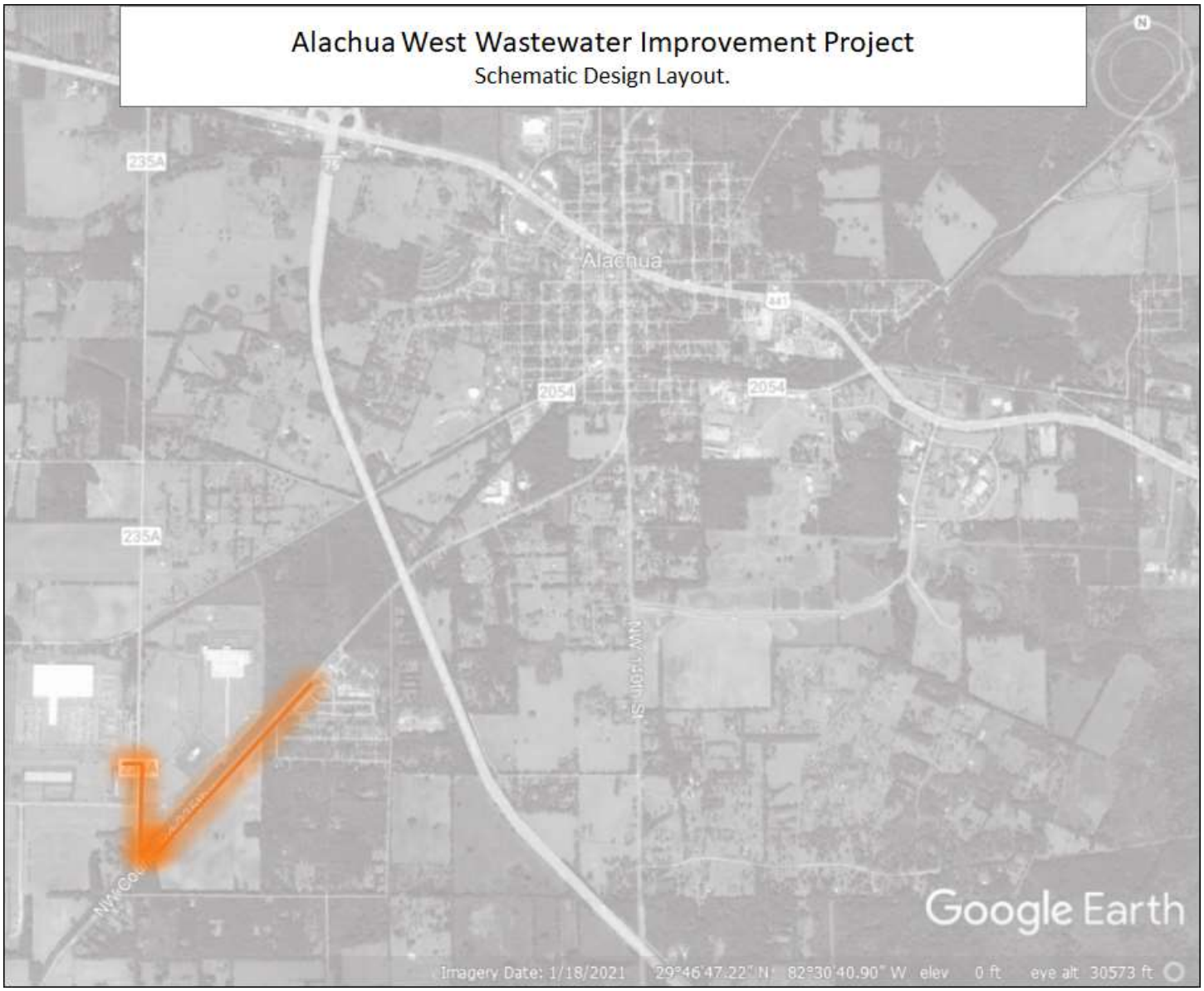
The **Payment Request Summary Form** for this grant can be found on our website at this link:

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.

Alachua West Wastewater Improvement Project

Schematic Design Layout.



City of Alachua
THE GOOD LIFE COMMUNITY

Commission Agenda Item

MEETING DATE: 11/14/2022
SUBJECT: Purchase of Transformers
PREPARED BY: Donna Smith, Purchasing Coordinator

RECOMMENDED ACTION:
1) Waive the bidding set forth in the PSPR Manual.
2) Accept the quote from Stuart C. Irby Co and authorize the purchase of twenty-six (26) new transformers.
3) Authorize the City Manager to issue a Purchase Order to Stuart C Irby Co. in the amount of $221,238.

Summary

The City's Public Services electric division is needing to purchase one-phase transformers. Supply issues and lead times continue to challenge the electric division with regard to the purchasing of transformers in a timely fashion.

Staff solicited pricing and availability of twenty-six (26) new transformers.

Stuart C. Irby Co / Prolec GE has a production slot allocation opening to purchase these one-phase transformers. Currently, no other vendor has openings to purchase one-phase transformers.

Upon acceptance of agreement and receipt of City of Alachua Blanket Purchase Order, Stuart C. Irby will provide formal production drawings for the one-phase transformers.

Current lead time on production drawings is 6-8 weeks, after receipt of order.

While Section 1.01 (G.5) of the Purchasing and Sales Policy and Regulations (PSPR) Manual requires purchases greater than $100,000 to be awarded on the basis of sealed competitive bidding, Section 1.01 (A.4) provides waiver by specific action of the City Commission as provided for in Section 1.01 (A.7) which provides for the waiver of any requirement on the basis of an emergency, necessity or other exigent circumstances.

Staff recommends waiving the bidding requirements set forth in PSPR Manual and proceeding with the purchase of the new transformers.

FINANCIAL IMPACT: Yes

BUDGETED: Yes

AMOUNT:$221,238

FUNDING SOURCE: Electric Fund

COMMISSION GOALS:
Economic Development, Quality of Life

ATTACHMENTS:

Description

- Sole Source Certification
- Quote - Stewart C. Irby

Sole Source Certification

Vendor: Stuart Irby

INITIAL ALL ENTRIES BELOW THAT APPLY TO THE PURCHASE. ATTACH ADDITIONAL DATA OR SUPPORT DOCUMENATATITION AS NECESSARY (MORE THAN ONE ENTRY WILL APPLY TO MOST SOLE SOURCE PRODUCTS OR SERVICE.

7.04 Sole Source and Proprietary Purchases

A. Sole source and proprietary purchases are defined and used interchangeably as purchases of supplies, equipment and contractual services that are:

- ☐ 1. **The only choice that will produce the necessary result or meet a unique performance requirement and available from only one source.**
- ☐ 2. Available from only one vendor and there is no comparable product.
- ☐ 3. Required to match existing piece or brand of equipment and available from only one vendor.
- ☐ 4. Required for repair or maintenance of specific brand of existing equipment and available from only one original equipment manufacturer or designated service dealer.
- ☐ 5. Used Equipment.
- ☑ 6. Supported by explanation which must be documented in writing.*
- ☐ 7. Services available from vendors (firms or individuals) uniquely qualified to perform such services.

*Comments/Explanations: (Use Reverse Side If Necessary)

This is the only vendor that is currently taking orders for 1PH transformers. We will be given 25 slots and we need the current for this fiscal year.

This sole source is in accordance to Section 7.05 of the Purchasing and Sales Policy and Regulations.

Signed: signature approved via electronic requisition approval process.
Department Director

Date: 11/2/2022

the attached Prolec PGPI model for methodology, indices, and calculation examples. Labor and freight adjustments will be reviewed and applied to the base price annually.

We publish 4 quarterly indices during each calendar year. Each index is published by the 15th of March, June, September and December, using the average indices of the 3 previous months:

Publication Date	Periods used in calculation	Applied to orders
Mid - December	Sep-Oct-Nov	1Q
Mid - March	Dec-Jan-Feb	2Q
Mid - June	Mar-Apr-May	3Q
Mid - September	Jun – Jul – Aug	4Q

KVA	QTY	DESC.	PROLEC #	NL	LL	IZ%	BASE PRICE
50	~~15~~ 16 1541	1-Ph 50KVA 12470/7200-240/120 Pad Mount	QGGV494	93	547	2	$6,598.00
75	5 1587	1-Ph 75KVA 12470/7200-240/120 Pad Mount	QGGV599	125	766	2	$9,852.00
100	5 1699	1-Ph 100KVA 12470/7200-240/120 Pad mount	QGGV600	145	971	2	$13,282.00

Approval Drawings:

Upon acceptance of agreement and receipt of City of Alachua's Blanket Purchase Order, Irby will provide Alachua with formal Prolec GE production drawings requiring final approval. Production drawings will not be provided until after order placement. Current lead time on production drawings are 6-8 weeks, after receipt of order.

Delivery Schedule:

Per Irby/Prolec current 2022 allocated slot production availability. This availability is dependent on raw materials and components necessary to build and assemble the units.

11/31/2022

Mrs. Michelle Lightsey

Manager – Procurement & Supply Chain

City of Alachua

13101 NW 104th Terrace

Alachua, FL 32615

City of Alachua Onetime 1P Pad-Mount Transformer Purchase Agreement

Mrs. Lightsey,

Per your request, please accept the following Irby pricing proposal for distribution transformers manufactured by Prolec GE. It is our intent to try and mitigate supply chain risk to Alachua for single phase pad mount units.

Validity:

* Irby Pricing and GE Prolec production slot allocation is valid for a 10 day period.

Pricing Schedule:

Irby has provided the City of Alachua a base price schedule below. The base price will be adjusted per the

PGPI (Prolec GE Price index) on a quarterly basis, at time of shipment from Prolec GE.

Price Adjustment Methodology:

Quarterly price escalation / de-escalation at time of shipment from Prolec GE has proposed.

The Irby pricing represented in the Price Exhibit is proposed Firm 'Base', with quarterly price adjustments on an Escalation / De-escalation basis, at time of shipment from Prolec GE to Alachua. See

City of Alachua

Irby Utilities

Jose Dore

Name

Account Manager/ 11/01/2022

Title/Date

PROLEC GE Price Index 2014

Price adjustment model

At Prolec GE, we use our PGPI price adjustment model in blanket contracts in order to protect both our customers and ourselves from raw materials cost fluctuation. This enables us to maintain competitive price levels to our customers on long-term contracts.

The base index will be determined at the time of the quote and will be used to calculate subsequent price adjustments at the order placed.

$$Current\ Price = \left[\frac{Quarterly\ Current\ Index - Base\ Quote\ Quartely\ Index}{Base\ Quote\ Quartely\ Index} + 1\right] \times Quoted\ Price$$

Prolec GE established a Price adjustment Policy as described below:

1) Prices based on a purchase orders received within the validity of our proposal stated in our quotation or proposal letter.
2) The prices quoted are the Base price and are firm for orders placed for immediate release and shipment for a period establisehd in our quot
3) For susequent orders the prices will be subject to adjustment, based on a quarterly price Index as described in this policy.
4) The price index calculation will be based on the commodity average costs for the prior three months.
5) The price at order will be the result of multiplying the quoted price by the price index ratio at the time of order.
6) Any resulting purchase order must acknowledge this Price Adjustment Policy

PGPI is calculated using the costs of commodity component that may be verified in public indices, except on core/silicon steel. Due to its uniqueness, the index will be GE-Prolec core steel purchase price.

Weighting Factors

% of Total Transformer Price

Commodity	%	Source	Detail
Silicon Steel	17.0%	Prolec GE - Silicon Steel	Due to its uniqueness, the index will be GE-Prolec core steel purchase price
Copper	4.0%	Comex	Comex copper monthly average price
Aluminum	7.0%	Platts	Aluminum Midwest transaction premium monthly average price
Carbon Steel	6.0%	CRU	Hot-rolled Coil Midwest monthly average price
Oil	6.0%	Brent Crude Oil Price	EIA Short-Term Energy Outlook (US dollars per barrel)
Indexed	40.0%		
Other Cost	60.0%		
Total	100.0%		

The weights of the commodities included in the PGPI formula will be revised on an annual basis.

Notes:

1.- "Other Cost" includes factors such as: materials, labor, overhead, freight cost and margin This cost component will not be adjusted.

2.- Distribution Transformers include Single Phase Poles, Single Phase Pads, Three Phase Pads

3 - Prolec GE will publish the quarterly index one month prior to the start of a calendar quarter in accordance with the following schedule

Prolec GE reserves the right, at its discretion, to revise the frecuency or publication sources based on availablility in common agreement with the customer.

City Commission Meeting
Sign In November 14, 2022

	Name (Please Print)
(Please Print) CRAIG ROUTHIER, SR	(Please Print) David Wisener
(Please Print) JEFF ROUTHIER	(Please Print) Cap Wilson COA
(Please Print) Kay Hall DAR	(Please Print) Marivette Rodriguez
(Please Print) Terri Burley - DAR	(Please Print) Debra & Wayne Wise
(Please Print) Irene Lewis - DAR	(Please Print) Gloria Andrews
(Please Print) Mary Lou Mansfield	(Please Print)
(Please Print) Tom Hubbard	(Please Print)
(Please Print) Ralph Williams	(Please Print)
(Please Print) Phyllis Wilcox Strickland	(Please Print)
(Please Print) Nancy Briles	(Please Print)