Regular City Commission Meeting
Agenda
November 13, 2023

Mayor Gib Coerper	**City Manager Mike DaRoza**
Vice Mayor Dayna Miller	City Attorney Marian Rush
Commissioner Jennifer Blalock	
Commissioner Shirley Green Brown	
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 13, 2023

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

CITY COMMISSION MEETING

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

CALL TO ORDER

INVOCATION

PLEDGE TO THE FLAG

APPROVAL OF THE AGENDA

APPROVE READING OF PROPOSED ORDINANCES AND RESOLUTIONS BY TITLE ONLY

I. SPECIAL PRESENTATIONS

A. W.W. Irby Elementary School Student Performing Arts Appreciation

B. O2BKids Student Artist Appreciation

II. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

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

III. COMMITTEE REPORTS/COMMITTEE APPOINTMENTS/CITY ANNOUNCEMENTS

IV. PUBLIC HEARINGS AND ORDINANCES

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

A. Preliminary Plat – Briarwood Phase 4: A request by Craig Rouhier, of Troon Development, LLC., applicant and agent for Florida Timber Co., property owner, for consideration of the Preliminary Plat/ Final PD Plan of Briarwood Phase 4, which proposes the subdivision of a ±34.17 acre subject property into a total of 115 lots, with associated common areas and right-of-way, generally located south of Briarwood Phase 3, north of US 441, and west of Santa Fe Hills subdivision; Tax Parcel Numbers 03044-010-002, 03044-012-001, 03044-012-003 through 03044-012-005 (Quasi-Judicial Hearing).

V. AGENDA ITEMS

A. Resolution 24-01: Tomoka Hills Fire Station Off-Site Tree Mitigation Request

B. Amendment No 1 to Subdividers Agreement for Briarwood Phase 2 & 3

VI. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

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

VII. COMMENTS FROM CITY MANAGER AND CITY ATTORNEY

VIII. COMMISSION COMMENTS/DISCUSSION

ADJOURN

CONSENT AGENDA

CONSENT AGENDA ITEMS

October 9, 2023, City Commission Meeting Minutes

Execution of One and Release of One Downtown Gas Easements

City of Alachua
THE GOOD LIFE COMMUNITY

Commission Agenda Item

MEETING DATE: 11/13/2023
SUBJECT: W.W. Irby Elementary School Student Performing Arts Appreciation
PREPARED BY: LeAnne Williams, Deputy City Clerk

RECOMMENDED ACTION:
Receive the presentation.

Summary

Performing Arts offers a human connection like no other. It is a way of expressing thoughts and emotions through a variety of mediums. Tonight, we will receive the benefit of song. W.W. Irby Elementary School Chorus will be performing for our pleasure the songs: *This is America*, *Thank A Vet*, and *You're a Grand Old Flag*. After the Commission receives the performance, Mayor Coerper and Lalaine Foreman will hand out the certificates to the musicians.

City of Alachua
THE GOOD LIFE COMMUNITY

Commission Agenda Item

MEETING DATE: 11/13/2023
SUBJECT: O2BKids Student Artist Appreciation
PREPARED BY: Diane L. Amendola, Assistant Deputy City Clerk

RECOMMENDED ACTION:
Mayor Coerper and Mr. Corey Mulvihill to present the certificates to the students.

Summary

In recognition of the student artists, we are presenting art certificates to the students of O2Bkids who had their artwork featured on display for six weeks in the foyer of City Hall.

City of Alachua
THE GOOD LIFE COMMUNITY

Commission Agenda Item

MEETING DATE: 11/13/2023
SUBJECT: Preliminary Plat – Briarwood Phase 4: A request by Craig Rouhier, of Troon Development, LLC., applicant and agent for Florida Timber Co., property owner, for consideration of the Preliminary Plat/ Final PD Plan of Briarwood Phase 4, which proposes the subdivision of a ±34.17 acre subject property into a total of 115 lots, with associated common areas and right-of-way, generally located south of Briarwood Phase 3, north of US 441, and west of Santa Fe Hills subdivision; Tax Parcel Numbers 03044-010-002, 03044-012-001, 03044-012-003 through 03044-012-005 (Quasi-Judicial Hearing).
PREPARED BY: Adam Hall, AICP, Principal Planner

RECOMMENDED ACTION:
Staff recommends that the City Commission approve the preliminary plat/ Final PD Plan of Briarwood Phase 4 Subdivision subject to the four (4) conditions provided in Exhibit "A", upon making the following motion:

Based upon the competent substantial evidence presented at this hearing, the presentation before this Commission, and Staff's recommendation, the City Commission finds the application to be consistent with the City of Alachua Comprehensive Plan and in compliance with the Land Development Regulations and approves the Preliminary Plat/ Final PD Plan of the Briarwood Phase 4 Subdivision, subject to the four (4) conditions provided in Exhibit "A" and located on page 21 of the Staff Report.

Summary

This application is a request by Craig Rouhier, of Troon Development, LLC., applicant and agent for Florida Timber Co., property owner, for consideration of the preliminary plat and Final PD Plan for Briarwood Phase 4 subdivision project, which proposes the subdivision of a ±34.17 acre subject property into a total of 115 lots with associated common areas and road right-of-way. The preliminary plat indicates the development will be constructed in one phase.
The subject property consists of Tax Parcels 03044-010-002, 03044-012-001, 03044-012-003 through 03044-012-005, and is located south of Briarwood Phase 3, north of US 441, and west of Santa Fe Hills subdivision.
The proposed Briarwood Phase 4 subdivision will consist of lots ranging size from ±6,000 square feet to ±13,408 square feet, with the majority of lots being ±6,000 square feet. The preliminary plat proposes 115 single family residential lots. The

approved Planned Development Master Plan permits a maximum of 948 residential units (598 in Development Area A and 350 in Development Area C). The preliminary plat proposes common areas along all boundaries of the project area. Stormwater for the proposed development will be conveyed to and treated within eight (8) stormwater management facilities located in the common areas. These common areas serve as conveyance swales to direct the water to the primary stormwater treatment facility located along the project's western boundary. A 40' buffer is shown between the proposed lots and the eastern property line shared with the Santa Fe Hills subdivision.

One (1) vehicular access point will be provided to NW 176th Way. Development within the proposed subdivision will connect to potable water and wastewater facilities. 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)(2) of the City's Land Development Regulations (LDRs) establishes the requirements for a preliminary plat. An analysis of the application's compliance with the applicable standards of this section has been provided within this report.

The Planned Development – Residential zoning designation for the subject property was approved by the City Commission on May 22, 2023 through Ordinance 23-03. This preliminary plat is a Final PD Plan per Section 2.4.3 (E) of the City's Land Development Regulations and Condition 8 of the approved PD Ordinance.

At the October 10, 2023 Planning and Zoning Board hearing, the Board voted 3-0 in favor of forwarding the preliminary plat to the City Commission with a recommendation to approve.

At the October 30, 2023 City Commission meeting, the Commission voted in favor of deferring this item until the November 13, 2023 regular City Commission meeting as Public Notice requirements were not met.

ATTACHMENTS:

Description

- Staff Report and Staff Supporting Materials
- Preliminary Plat- Briarwood Phase 4
- Application and Supporting Materials Part 1
- Application and Supporting Materials Part 2
- Public Notice Materials for the 10/10/2023 PZB Hearing
- Public Notice Materials for the 11/13/23 City Commission Hearing

City of Alachua

Planning & Community Development Department

Staff Report

Planning & Zoning Board Hearing Date: October 10, 2023
Quasi-Judicial Hearing

SUBJECT:	A request for consideration of the preliminary plat and Final PD Plan of the Briarwood Phase 4 Development Subdivision, which proposes the subdivision of a ±34.17 acre subject property into a total of 115 single family lots with associated common areas and road right-of-way
APPLICANT/AGENT:	Craig Rouhier, Troon Development, LLC.
PROPERTY OWNER:	Florida Timber Co.
PARCEL ID NUMBER:	03044-010-002, 03044-012-001, 03044-012-003 through 03044-012-005
FLUM DESIGNATION:	Medium Density Residential (4-8 units per acre) Community Commercial
ZONING:	PD-R (Planned Development – Residential) PD-COMM (Planned Development – Commercial)
OVERLAY:	N/A
ACREAGE:	±34.17
PROJECT PLANNER:	Adam Hall, AICP
RECOMMENDATION:	Staff recommends that the Planning & Zoning Board transmit the preliminary plat/ Final PD Plan of Briarwood Phase 4 Subdivision to the City Commission with a recommendation to approve subject to the four (4) conditions provided in Exhibit "A" and located on page 21 of the Staff Report.
RECOMMENDED MOTION:	*Based upon the competent substantial evidence presented at this hearing, the presentation before this Board, and Staff's recommendation, this Board finds the application to be consistent with the City of Alachua Comprehensive Plan and in compliance with the Land Development Regulations and transmits the Preliminary Plat/ Final PD Plan of the Briarwood Phase 4 Subdivision to the City Commission, with a recommendation to approve, subject to the four (4) conditions provided in Exhibit "A" and located on page 21 of the Staff Report.*

SUMMARY & BACKGROUND

This application is a request by Craig Rouhier, of Troon Development, LLC., applicant and agent for Florida Timber Co., property owner, for consideration of the preliminary plat and Final PD Plan for Briarwood Phase 4 subdivision project, which proposes the subdivision of a ±34.17 acre subject property into a total of 115 lots with associated common areas and road right-of-way. The preliminary plat indicates the development will be constructed in one phase.

The subject property consists of Tax Parcels 03044-010-002, 03044-012-001, 03044-012-003 through 03044-012-005, and is located south of Briarwood Phase 3, north of US 441, and west of Santa Fe Hills subdivision.

The proposed Briarwood Phase 4 subdivision will consist of lots ranging size from ±6,000 square feet to ±13,408 square feet, with the majority of lots being ±6,000 square feet. The preliminary plat proposes 115 single family residential lots. The approved Planned Development Master Plan permits a maximum of 948 residential units (598 in Development Area A and 350 in Development Area C). The preliminary plat proposes common areas along all boundaries of the project area. Stormwater for the proposed development will be conveyed to and treated within eight (8) stormwater management facilities located in the common areas. These common areas serve as conveyance swales to direct the water to the primary stormwater treatment facility located along the project's western boundary. A 40' buffer is shown between the proposed lots and the eastern property line shared with the Santa Fe Hills subdivision.

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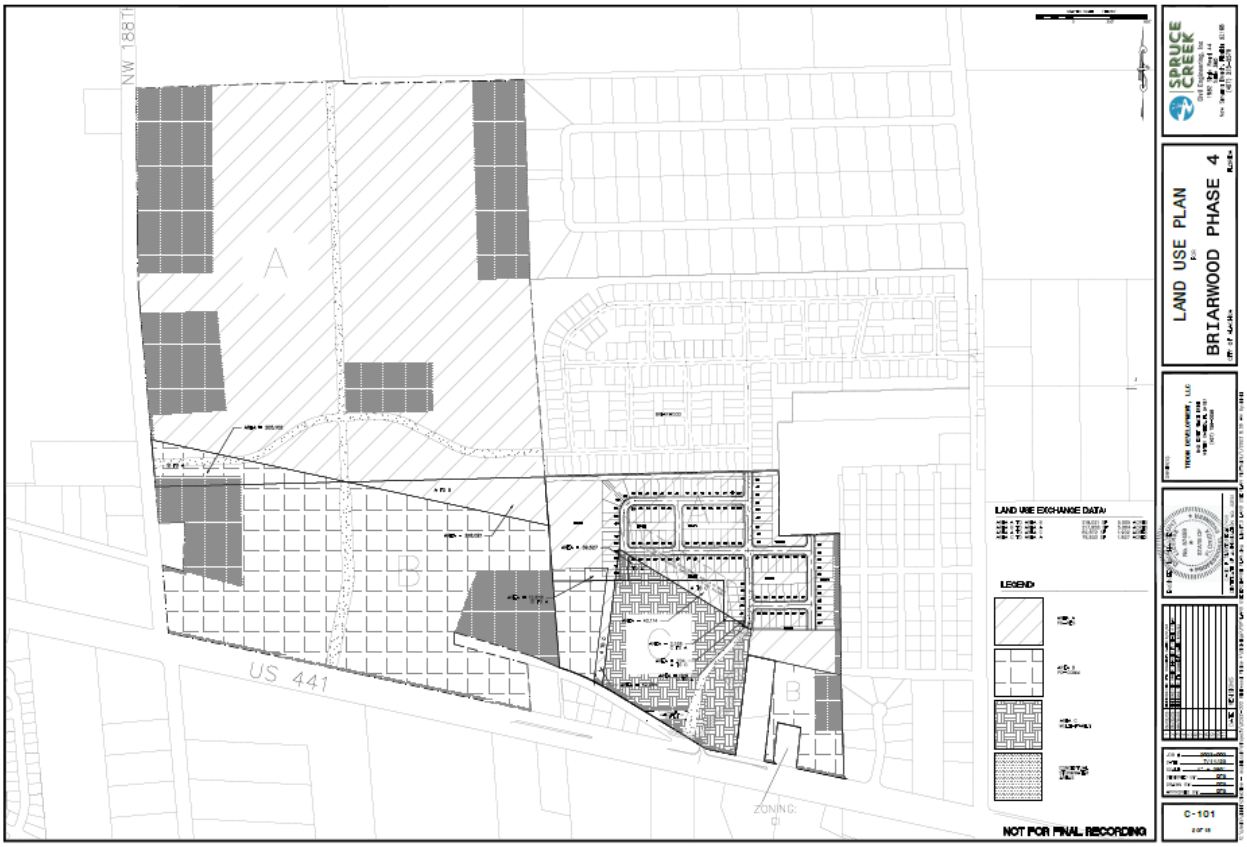
The illustration below shows the proposed preliminary plat area in relation to the entire Briarwood Town Center Planned Development project.



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	Briarwood Phase 1-3	Moderate Density Residential	RSF-4 (Residential Single Family -4)
East	Residential	Agriculture, Rural/Agricultural (Alachua County)	A (Agricultural), A (Agricultural) (Alachua County)
West	Vacant Residential Vacant Commercial	Moderate Density Residential, Community Commercial	PD-R (Planned Development- Residential) PD-COMM (Planned Development – Commercial)
South	Vacant Commercial Vacant Residential	Community Commercial Medium Density Residential	PD-R (Planned Development- Residential) PD-COMM (Planned Development – Commercial)

Map 1. Vicinity Map

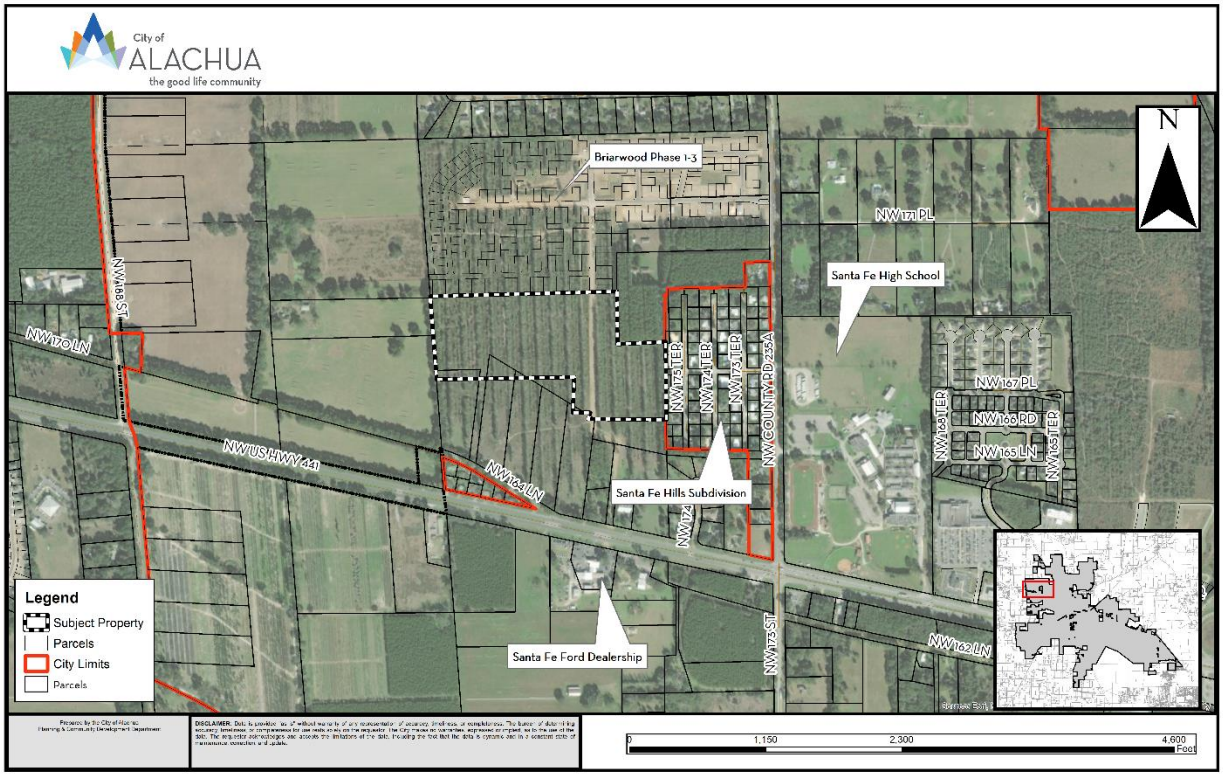
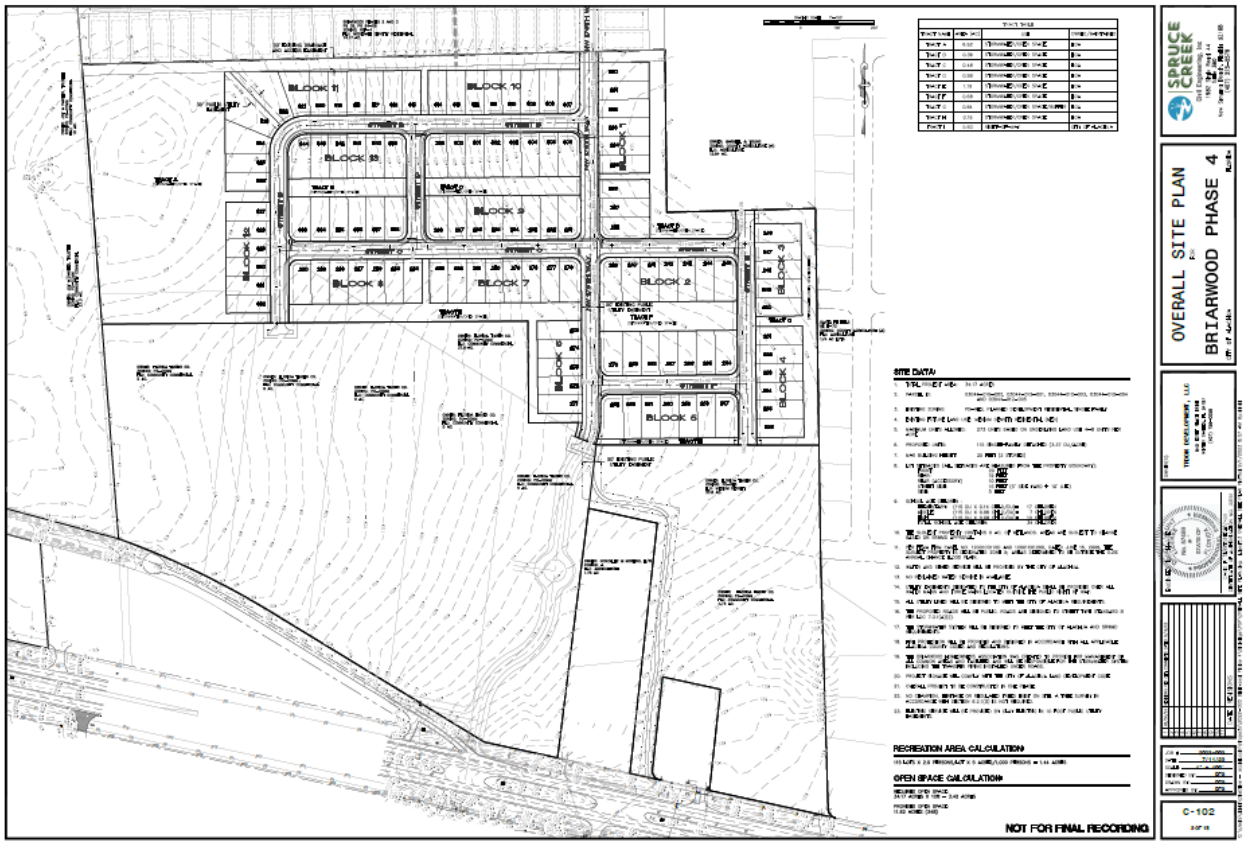


Illustration 1. Overall Site Plan for Briarwood Phase 4 Subdivision



NEIGHBORHOOD MEETING

The purpose of a Neighborhood Meeting is to educate the owners of nearby land and any other interested members of the public about the project and to receive comments regarding the project. As required by Section 2.2.4 of the LDRs, all property owners within 400 feet of the subject property were notified of the meeting and notice of the meeting was published in a newspaper of general circulation.

A Neighborhood Meeting was held on July 17, 2023 at the Alachua Branch Library. The applicant was present and available to answer questions. Materials submitted by the applicant indicate that the meeting was attended by four (4) persons. A summary of the discussion which occurred at the Neighborhood Meeting has been provided by the applicant and is included within the application materials.

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.

The property currently has a Future Land Use Map Designation of Moderate Density Residential, which permits up to 4 units per acre. The following Comprehensive Plan Elements have Goals, Objectives, and Policies (GOPs) that support the proposed amendment to the Future Land Use Map of the City of Alachua's Comprehensive Plan:

- Future Land Use Element
- Transportation Element
- Housing Element
- Recreation Element
- Community Facilities Natural Groundwater Aquifer Recharge Element
- Conservation and Open Space Element

The applicant has provided an analysis of the proposed amendment's consistency with the Comprehensive Plan. Based upon the applicant's Comprehensive Plan Consistency Analysis and information presented below, staff finds the application consistent with the Comprehensive Plan and the Goals, Objectives, and Policies (GOPs) therein.

Future Land Use Element

Policy 1.2.c: Medium Density Residential *(4 to 8 dwelling units per acre):* The Medium Density Residential land use category allows residential development at a density of 4 dwelling units per acre to 8 dwelling units per acre, as well as small-scale neighborhood commercial and mixed use developments. The following uses are allowed in the Medium Density Residential land use category:

1. Single family attached and detached 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. Apartments and townhomes;
7. Live/work units;
8. **Residential Planned Unit Developments;**
9. Traditional Mixed-use Neighborhood Planned Developments; and,
10. Supporting community services such as schools, houses of worship, parks, and community centers

Analysis of Consistency with Policy 1.2.c: The proposed preliminary plat is a Final PD Plan for the Briarwood Town Center Planned Development, which is a permitted use within the Medium Density Future Land Use Designation.

Objective 2.1 establishes the standards for Planned Developments (PD), including Residential Planned Developments.

Objective 2.1: Planned Development (PD) Standards

In an effort to reduce the impacts of urban sprawl on the community and the region, the City of Alachua shall provide for a wide array of planned developments to encourage the creation of interrelated neighborhoods and districts to increase the quality of life for all residents of the City.

Policy 2.1.a: Residential Planned Developments (PD): The City shall establish flexible development and use regulations for residential PDs for use within residential land use categories. Those regulations shall be developed to achieve the following:

1. High quality residential development through a mixture of housing types, prices and densities. The allowed uses within a residential PD are not subject to the permitted uses in the underlying land use category. Single-family homes, zero lot line homes, and townhomes are examples of the allowable housing types within residential PDs.
2. The opportunity to improve quality of life by placing activities necessary for daily living in close proximity to residences through the allowance of a limited amount of neighborhood commercial uses, and with special design criteria, community commercial uses, within the residential PD at appropriate densities and intensities.
3. A range of parks and open space, from playgrounds to community gardens to active recreation facilities within the neighborhood.
4. Streets and public spaces that are safe, comfortable, and designed to respect pedestrians, nonvehicular and vehicular modes of transportation.
5. Conservation of materials, financial resources and energy through efficient design of infrastructure.

Analysis of Consistency with Goal 2, Objective 2.1, and Policy 2.1.a: This application proposes a preliminary plat in accordance with the approved PD Master Plan and PD Ordnance and Agreement. The preliminary plat has been reviewed for compliance with these documents.

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: The subject property has historically been used for residential and agricultural operations such as silviculture. There are no known listed species, wetlands, special flood hazard areas, or other significant natural features. If any regulated plant or animal species is identified during development, the applicant must adhere to the applicable standards in the City of Alachua Comprehensive Plan and the Land Development Regulations.

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 proposed preliminary plat/ Final PD plan has been reviewed for its impacts to all public facilities monitored for concurrency, including parks and education facilities. A complete analysis of these impacts can be found in the "Public Facilities Impact" section of this Report.

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: Potable water is available to the site, as defined in Policy 4.2.a of the Community Facilities and Natural Groundwater Aquifer Recharge Element of the City of Alachua Comprehensive Plan.

<u>Housing Element</u>

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.

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. There are no transportation facilities that would be deficient as a result of this application.

Policy 1.4.b The City shall require any commercial, industrial, or residential development which must obtain site plan or subdivision approval to provide a sidewalk along the frontage of any collector street or arterial street when a sidewalk is not present along the frontage of the street. A sidewalk shall not be required if a sidewalk does not exist within 2,640 feet of the property on the same side of the collector or arterial street.

Analysis of Consistency with Policy 1.4.b: The proposed preliminary plat shows connections to the existing sidewalks currently under construction in Phase 3 of Briarwood. There are no collector or arterial streets associated with this plat.

Community Facilities 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 water main exists within 100 feet of the property line of any lot with a residential land use category or an existing single family residence and wastewater service is accessible 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.
2. Gravity wastewater main exists with 500 feet of the property line of any proposed residential subdivision consisting of 5 units or less and the gravity wastewater system is accessible 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.

3. A gravity wastewater main, wastewater pumping station, or force main exists within 2,640 feet of the property line of any proposed residential subdivision comprised of 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 is accessible 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 a 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.

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 100 feet of any lot within a residential land use category or an existing single family residence water service is accessible 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.
2. A water main exists within 500 feet of any proposed residential subdivision consisting of 5 units or less and water service is accessible 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.
3. A water main exists within 2,640 feet 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 is accessible 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 a 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, 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:

An environmental conditions and site suitability analysis has been provided separately in this report. Future development of the site must comply with the environmental protections established in the City of Alachua Comprehensive Plan and Land Development Regulations.

Objective 1.10: Wetlands

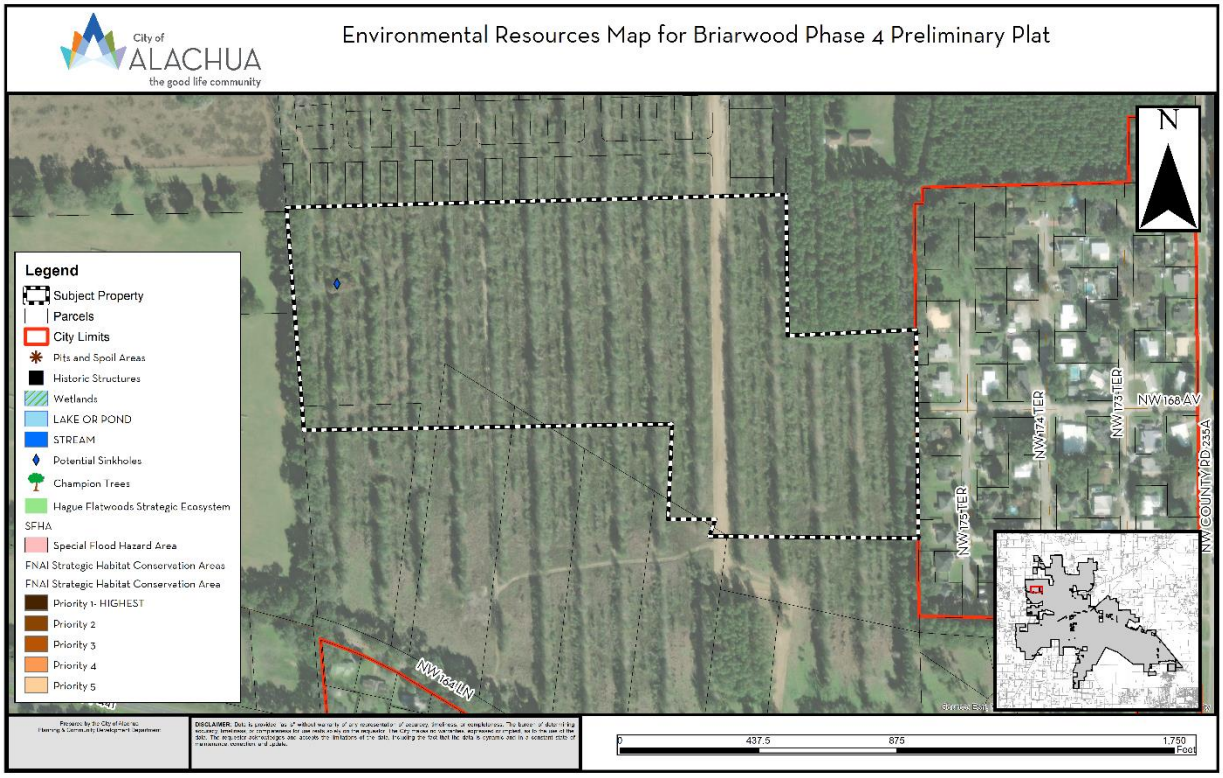
The City shall protect and preserve wetland values and functions from adverse, human caused, physical and hydrologic disturbances.

Analysis of Consistency with Objective 1.10:

There are no known wetlands on the subject property. If wetlands are discovered, applicable Goals, Objectives, and Policies of the City's Comprehensive Plan as well as applicable requirements of Alachua County will have to be conformed to.

ENVIRONMENTAL CONDITIONS & SITE SUITIBILITY ANALYSIS

Map 2. Environmental Features



Wetlands

According to the best available data, there are no wetlands on the subject property.

Evaluation: 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. There are no identifiable wetlands on the subject property, therefore, there are no issues related to wetland protection.

Strategic Ecosystems

Strategic Ecosystems were identified by an ecological inventory project in a report prepared for Alachua County Department of Growth Management in 1996. The purpose

of the inventory was to identify, inventory, map, describe, and evaluate the most significant natural biological communities in private ownership in Alachua County.

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

Regulated Plant & Animal Species

The subject property is not known to contain any species identified as endangered, threatened, or of special concern, other than those described below. The Florida Natural Areas Inventory (FNAI) has identified areas throughout the State of Florida which may contain good quality natural communities. This data layer is known as the Potential Natural Areas (PNA) data layer, and identifies privately owned lands that are not managed or listed for conservation purposes. These areas were delineated by FNAI scientific staff through interpretation of natural vegetation from 1988-1993 FDOT aerial photographs and from input received during Regional Ecological Workshops held for each regional planning council. These workshops were attended by experts familiar with natural areas in the region. Potential Natural Areas were assigned ranks of Priority 1 through Priority 5 based on size, perceived quality, and type of natural community present. The areas included in Priority 5 are exceptions to the above criteria. These areas were identified through the same process of aerial photographic interpretation and regional workshops as the PNA 1 through 4 ranked sites, but do not meet the standard criteria.

Evaluation: As required by the PD Ordinance, a listed species survey was provided with the preliminary plat/ Final PD application as part of an ecological survey report completed by Bio-Tech Consulting Inc. No listed animal species were identified. The report indicates that the property does not include any significant plant or wildlife habitat, listed species, or potential listed species habitat that requires special protection.

Soil Survey

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

There are five (5) soil types found on the subject property:

Soil Type	Hydrologic Group	Drainage Class	Dwellings without basements	% of Subject Property (may not total to 100% due to rounding)
Fort Meade fine sand, 0 to 5 percent slopes	A	Well drained	Not limited	7.7
Arredondo fine sand, 5 to 8 percent slopes	A	Well drained	Not limited	19.4
Arredondo fine sand, 0 to 5 percent slopes	A	Well drained	Not limited	26.1
Kendrick sand, 2 to 5 percent slopes	B	Well drained	Not limited	46.1
Arredondo-Urban land complex, 0 to 5 percent slopes	A	Well drained	Not limited	0.8

Evaluation: The soil types located within the subject property do not pose any significant limitations for development of residential dwellings.

Flood Potential

Panels 12001C0120D 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: No portion of the subject property appears to be located within a special flood hazard area, therefore, 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: GIS data available from Alachua County indicated one potential karst area on site. Further geotechnical investigation by Tierra, Inc. on behalf of the applicant

indicates that this area is not a sinkhole and there are no characteristics of the soil based on borings that would indicate a higher risk for sinkhole activity.

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 currently 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: The subject property does not contain any historic structures or markers as determined by the State of Florida and the Alachua County Historic Resources Inventor, therefore, no issues related to historic structures or markers.

FINDINGS OF FACT: COMPLIANCE WITH LAND DEVELOPMENT REGULATIONS

SECTION 2.4.10(G)(2)(e), PRELIMINARY PLAT STANDARDS

Section 2.4.10(G)(2)(e) of the City's Land Development Regulations (LDRs) establishes the standards with which all major subdivision preliminary plats must be found to be compliant. The application has been reviewed for compliance with the standards of Section 2.4.10(G) (2) (e.) An evaluation and findings of the application's compliance with the applicable standards of Section 2.4.10(G)(2)(e) is provided below.

2.4.10(G)(2)(e) Subdivision preliminary plat standards. A subdivision preliminary plat shall be approved upon a finding the application complies with the standards in Article 7, Subdivision Standards, all other relevant provisions of these LDRs, and all other relevant City ordinances and regulations.

Evaluation & Findings: The application has been reviewed for and is found to be in compliance with the applicable standards of Article 7, Subdivision Standards, including standards related to block length, lot arrangement, dimensions and design, and street arrangement.

SECTION 2.4.3(E)(1), FINAL PD PLAN

The subject property is zoned Planned Development – Residential (PD-R.) Section 2.4.3(E)(1) states that the Final PD Plan for a Planned Development shall be either a site plan or major subdivision preliminary plat, whichever is appropriate.

For the Briarwood Town Center Planned Development, the proposed development requires major subdivision preliminary plat review/approval for single family detached development, therefore, the applicable type of review for the Final PD Plan of Briarwood Phase 4 is a preliminary plat.

This application has been reviewed for compliance with the standards of Section 2.4.3(E)(1). An evaluation and findings of the application's compliance with the applicable standards of Section 2.4.3(E)(1) is provided below.

Final PD plan.

(1) *Submittal of PD final plan.* Within one year of the approval of a PD zone district classification, PD Master Plan, and PD agreement, the applicant shall submit a PD final plan for any part or section of the plan for development shown in the PD Master Plan. If the PD final plan is not submitted within one year, the PD zone district classification, PD Master Plan, and PD agreement shall expire and be void, and the land shall revert back to its original zone district classification. The PD final plan shall implement the PD Master Plan. For the purposes of these LDRs, the PD final plan shall mean either site plan (Subsection 2.4.9 of this section) or major subdivision preliminary plat (Subsection 2.4.10(G) of this section) approval, whichever is appropriate.

Evaluation & Findings: The subject property's PD-R zone district classification, PD Master Plan, and PD Agreement were approved on May 22, 2023 by the adoption of Ordinance 23-03. The applicant has submitted the appropriate application type to implement the type of development proposed.

(2) *Standards*. In addition to complying with the relevant standards for site plan (Subsection 2.4.9 of this section) or major subdivision preliminary plat (Subsection 2.4.10(G) of this section), whichever is appropriate, the PD final plan shall also conform to the PD Master Plan and the PD agreement.

Evaluation & Findings: The preliminary plat has been reviewed for conformance with the PD Master Plan and the PD Agreement, and is found to conform to all applicable provisions of the PD Master Plan and PD Agreement.

PUBLIC FACILITIES IMPACT

The analysis of each public facility provided below represents an analysis of the impacts generated by the proposed Preliminary Plat- 115 single family dwelling units.

At present, the total impacts generated by the amendment are acceptable and are not anticipated to degrade the Level of Service (LOS) of any public facility. If development is proposed in the future, the applicant will be required to provide a comprehensive analysis of the impacts generated by such development upon public facilities. Facility capacity must be

available to support the proposed development prior to the issuance of a final development order.

Per Section 2.4.14, amendments to the Future Land Use Map of the Comprehensive Plan are not preliminary development orders. Prior to any preliminary development order, the applicant will need to demonstrate how any deficiencies will be addressed. No final development order can be issued if the development would result in a deficiency for any public facility monitored for concurrency.

Traffic Impact

Table 3. Affected Comprehensive Plan Roadway Segments[1]

Segment Number[2,3]	Segment Description	Lanes	Functional Classification	Area Type	LOS
7 (14)	US 441 (from CR235A to NW 188th Street)	4/D	Principle Arterial	Urban Trans	D
6 (4107)	US 441 (from I-75 to CR235A)	4/D	Principle Arterial	Urban Trans	D
16	CR235A (from US 441 to NCL)	2/U	Major Collector	Comm	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

	Land Use	AADT (Enter/Exit)	AM Peak Hour (Enter/Exit)	PM Peak Hour (Enter/Exit)
Briarwood Phase 4 S/D Preliminary Plat	Residential [1]	1,084 (542/542)	87 (23/64)	108 (69/39)
Potential Trips		**1,084 (542/542)**	**87 (23/64)**	**108 (69/39)**

1 *ITE Code 210: AADDT= 9.43 trips/ unit = 115 x 9.43 (50% enter/ 50% exit); PM Peak = .94 trips/ unit = 115 x .94 (64% enter / 36% exit); AM Peak = .76 trips/ unit = 115 x .76 = 87 (26% enter/ 74 % exit)*

Table 5. Potential Impact of Affected Comprehensive Plan Roadway Segments

Traffic System Category	16 CR235A (from US 441 to NCL) [1]	6 (4107) US 441 (from I-75 to CR235A)[1]	7 (14) US 441 (from CR235A to NW 188th Street)[1]
Maximum Service Volume[2]	15,120	39,000	43,000
Existing Traffic[3]	1,402	27,914	21,000
Reserved Trips[4]	2,340	6,685	4,033
Available Capacity[4]	11,378	4,401	17,967
Potential Impact Generated by Proposed Preliminary Plat[5]	1,084	687	69

Residual Capacity after Proposed Preliminary Plat[6]	**10,294**	**3,714**	**17,967**
PM Peak Hour Traffic Analysis	16 CR235A (from US 441 to NCL) [1]	6 (4107) US 441 (from I-75 to CR235A)[1]	7 (14) US 441 (from CR235A to NW 188th Street)[1]
Maximum Service Volume[2]	1,359	3,510	3,870
Existing Traffic[3]	133	2,652	1,995
Reserved Trips[4]	224	546	355
Available Capacity[4]	1,002	312	1,520
Potential Impact Generated by Proposed Preliminary Plat[5]	108	68	7
Residual Capacity after Proposed Preliminary Plat[6]	**894**	**244**	**1,513**

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 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 , accessed April 14, 2022
4 Source: City of Alachua September 2023 Development Monitoring Report.
5 ITE Code 210: AADDT= 9.43 trips/ unit = 115 x 9.43 (50% enter/ 50% exit); PM Peak = .94 trips/ unit = 115 x .94 (64% enter / 36% exit); AM Peak = .76 trips/ unit = 115 x .76 = 87 (26% enter/ 74 % exit)Trip Assignment: Segment 16 = 100%, Segment 8 = 63.4%, Segment 17 = 6.4%.
6 The application is for a Final Development Order. Concurrency will be reserved.

Evaluation: As shown in Table 5, affected segments 6, 7, and 16 will not be deficient after the proposed comprehensive plan amendment. Concurrency and impacts to the City's transportation network will be reevaluated when any application for a final development order (site plan or final plat).

Potable Water Impacts

Table 6. Potable Water Impacts

System Category	Gallons Per Day
Current Permitted Capacity*	2,300,000
Less Actual Potable Water Flows*	1,390,833
Reserved Capacity*	330,830
Potential Potable Water Demand from Proposed Amendment **	31,625
Residual Capacity	**546,712**
Percentage of Permitted Design Capacity Utilized	**76.23%**

Sources:
** City of Alachua September 2023 Development Monitoring Report*
***City of Alachua Comprehensive Plan Potable Water Level of Service of 275 gallons/du/ day x 115 units*

Evaluation: The proposed preliminary plat would increase the maximum potential demand from the development of the subject property by 31,625 gallons per day at build out. This analysis is based on the practicable development potential of 115 residential dwellings that would be permitted by the proposed preliminary plat. Concurrency and impacts to the City's utility systems will be reevaluated at the final plat review stage. It is anticipated that the proposed development 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*	719,250
Reserved Capacity*	310,724
Projected Potential Wastewater Demand from Proposed Amendment **	28,750
Residual Capacity	**441,276**
Percentage of Permitted Design Capacity Utilized	**70.58%**

Sources:
** City of Alachua September 2023 Development Monitoring Report*
***City of Alachua Comprehensive Plan Potable Water Level of Service of 250 gallons/du/ day x 115 units*

Evaluation: The proposed preliminary plat would increase the maximum potential demand from the development of the subject property by 28,750 gallons per day. This analysis is based on the practicable development potential of 115 residential dwellings that would be permitted by the proposed preliminary plat. Concurrency and impacts to the City's utility systems will be reevaluated at the final plat review stage. It is anticipated that the proposed development 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]	54.22
Reserved Capacity[1]	8.38
Potential Demand Generated by Development[3]	1.44
Residual Recreational Capacity After Impacts	**71.44**

Sources:
1 City of Alachua September 2023 Development Monitoring Report.
2 Bureau of Economic & Business Research, University of Florida, Estimates of Population (2021); Policy 1.2.b, Recreation Element; Policy 1.2.b, Recreation Element (Formula: 10,756 persons / [5 acres/1,000 persons])
3 US Census Bureau; Policy 1.2.b, Recreation Element (Formula: 2.5 persons per dwelling x 115 dwellings / [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]	12.52 acres
Acreage Required to Serve Demand Generated by Development[2]	0.29 acres
Total Area Required to Serve Existing Population, Reserved Capacity, & Demand Generated by Development	12.81 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]	36.79 %

1 Source: City of Alachua September 2023 Development Monitoring Report.
2 Formula: Recreation Demand Generated by Development (1.44 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 preliminary plat would increase the maximum potential demand from the development of the subject property by 1.44 recreational acres, and for improved passive park space by .29 acres. Concurrency and impacts to the City's recreation system will be reevaluated at the final plat review stage. It is anticipated that the proposed development 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]	43,379.00	7,916.12
Reserved Capacity[2]	39,184.11	7,151.10
Projected Solid Waste Demand from Application[3]	1,165.75	212.75
New River Solid Waste Facility Capacity[4]	**50 years**	

Sources:
1 University of Florida, Bureau of Economic & Business Research, Estimates of Population by County and City in Florida, April 1, 2022; Policy 2.1.a, CFNGAR Element (Formula: 10,756 persons x 0.73 tons per year)
2 City of Alachua September 2023 Development Monitoring Report
3 Policy 2.1.a, CFNGAR Element (Formula: .73 tons x 115 dwellings x.73 tons/yr per capita)
4 New River Solid Waste Facility, April 2023

Evaluation: The proposed preliminary plat would increase the maximum potential demand from the development of the subject property by 212.75 tons per year. Concurrency and impacts to the solid waste system will be reevaluated at the final plat review stage. 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

The School Board of Alachua County (SBAC) issued a School Capacity Review for the proposed Briarwood Town Center project on April 3, 2023. Final determination is required prior to issuance of any final development order 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. At this time, it is anticipated that the proposed amendment will result in a demand of 32 total student stations (14 for elementary, 7 for middle, and 11 for high school).

Any future determination must find that the students generated by the proposed amendment can be reasonably accommodated for the five, ten, and twenty year planning periods at the elementary, middle, and high school levels.

Upon submittal of any final subdivision plat, the development will be subject to a concurrency review and determination of the availability of school capacity at the time of such review.

EXHIBIT "A"

TO

FLORIDA TIMBER CO.
(BRIARWOOD PHASE 4 SUBDIVISION)
PRELIMINARY PLAT
STAFF REPORT

CONDITIONS:

1. The applicant agrees that if any gopher tortoises or gopher tortoise burrows are discovered on site, it shall provide a 100% gopher tortoise survey for the subject property, which shall include a list of all local, state, and federal permits required for relocation of any gopher tortoises on site. Surveys shall be valid for a period of 3 years from original date of survey.

2. The applicant agrees it shall utilize the standard measures for protection for the Eastern Indigo Snake as outlined in the latest snake protection/ education plan developed by the U.S. Fish and Wildlife Service.

3. The applicant agrees it shall obtain all other applicable local, state, and federal permits before the commencement of site work.
4. The applicant agrees that Conditions 1 – 3 as stated above do not inordinately burden the land and shall run with the land and be binding upon the property owner, including any subsequent property owners, successors, or assigns, and that the development shall comply with Conditions 1 – 4 as stated herein.

EXHIBIT "B"

TO

FLORIDA TIMBER CO.
(BRIARWOOD PHASE 4 SUBDIVISION)
PRELIMINARY 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 21, 2023

Also sent by electronic mail to crouhier@gmail.com

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

RE: Planning & Zoning Board (PZB) Public Hearing: Briarwood Phase 4 Preliminary Plat and Final PD Plan

Dear Mr. Rouhier:

On September 11, 2023, the City of Alachua received your revised application submitted on behalf of Florida Timber Co. for the Preliminary Plat and Final PD Plan for the Briarwood Phase 4 subdivision project, which proposes the development of 115 single family lots on a ±34.17 acre subject property (Alachua County Tax Parcels 03044-010-002, 03044-012-001, 03044-012-003, 03044-012-004, and 03044-012-005). Based upon a review of the revised application, the City has determined that the application can now be scheduled for a hearing before the Planning and Zoning Board (PZB).

You must provide two (2) *double-sided, three-hole punched, color sets* of the **complete** application package **(including all attachments, reports, memos, etc)**, seven (7) sets of plans, and a digital copy of all materials in PDF format on a CD or by emailing a Cloud / FTP link to download the materials to planning@cityofalachua.com *no less than 10 business days prior to the PZB Meeting at which your application is scheduled to be heard.* The application has been scheduled for the **October 10, 2023** PZB Meeting, therefore, the above referenced materials must be submitted to the City no later than ***Tuesday, September 26, 2023.*** Materials may be submitted earlier than this date.

In addition, Section 2.2.9(D) of the Land Development Regulations requires the applicant to place posted notice signs on the subject property at least 14 days prior to the public hearing. Therefore, posted notice signs must be placed on the property no later than ***Monday, September 25, 2023***. Staff will notify you when the signs are available for pick up at City Hall.

If you plan to utilize a PowerPoint presentation or would like other materials to be available for reference during the public hearing, please submit the presentation or materials no later than 12:00 PM on the last business day prior the PZB meeting (no later than ***Monday, October 9, 2023***). Any presentation or materials may be submitted by emailing them to planning@cityofalachua.com.

Failure to provide the material within the timeframes noted above may result in postponement of the hearing for this item. Should you have any questions, please feel free to contact me at (386) 418-6100 x 1603 or via email at ahall@cityofalachua.com.

Sincerely,

Adam Hall, AICP
Principal Planner

c: Kathy Winburn, Planning & Community Development Director *(by electronic mail)*
Justin Tabor, AICP, Principal Planner *(by electronic mail)*
Carson Crocket, Planner (*by electronic mail)*
Project File

City of Alachua

MIKE DAROZA
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN, AICP

August 16, 2023

Also sent by electronic mail to crouhier@gmail.com

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

RE: Planning Assistance Team (PAT) Summary: Briarwood Phase 4 (Briarwood Town Center PD) Preliminary Plat

Dear Mr. Rouhier:

On August 8, the City of Alachua received your completed application submitted on behalf of the Florida Timber Co. for the Preliminary Plat of Briarwood Phase 4. The Preliminary Plat proposes to subdivide a ±34.17 acre subject property into a total of 115 lots with associated common areas and road right-of-way.

The application has been reviewed by the City's Planning Assistance Team (PAT). Upon review of the application and materials, the following insufficiencies must be addressed. A meeting is scheduled for **10:00 AM** on **Tuesday, August 22, 2023** to review these comments.

Please address all insufficiencies in writing and provide an indication as to how they have been addressed by **5:00 PM** on **Tuesday, September 5, 2023**. A total of four (4) copies of the application package, plans, and a digital copy of all materials in PDF format on a CD or sent by emailing a Cloud / FTP link must be provided by this date. If all comments are addressed by the resubmission date above, the application may be scheduled for the **October 10, 2023 Planning & Zoning Board (PZB) Meeting**.

Please address the following:

1. *Briarwood Town Center PD Ordinance*
   a. Condition 19 - GIS analysis does indicate presence of geological feature in location of proposed stormwater 'Tract A'. Please provide information or analysis from geotechnical professional regarding status of feature.
   b. Condition 14 – Provided landscape and buffering plan indicates that stormwater facility will be located within buffer area as well as a 15' natural buffer area. This is acceptable if the trees proposed to remain are in healthy condition and otherwise meet the Type D buffer requirement. Sheet C103 truncates text of note regarding buffer. Revise. Also please note that there is a minimum 5' setback for all stormwater facilities from all property lines.
2. *Article 5, Density, Intensity, and Dimensional Standards*
   a. Provide typical dimensions for lot setback lines. Provide atypical dimensions for lot setback lines. Corner lots appear to have greater than typical front setback lines.

3. *Article 7, Subdivision Standards*
   a. Verify that proposed streets will conform to the maximum extent practicable to the original topography of the land. Is any substantial cutting or fill of land anticipated?
   b. Section 7.2.5 (D)(1) requires stubs for future connections to have T or L shaped turnabouts. Southern terminus of Road 'B' and street labelled 'NW 176th Way' do not appear to have T or L turnabouts.
   c. Provide locations of proposed fire hydrants in accordance with Section 7.3.9 (A).
   d. The applicant shall be required to demonstrate compliance with Section 7.3.9(B) and (C), *Fire Protection Improvements*, at the time of Construction Plan review.

4. *Concurrency Impact Analysis*
   a. Revise analysis using July 2023 Development Monitoring Report.

5. *Public Services / Fire Rescue / Engineering Review Comments*
   a. The applicant must address all comments provided by the Public Services Department in a memorandum dated August 15, 2023 (attached).
   b. The applicant must address the comments provided by Sergio Reyes, P.E., of EDA Engineers – Surveyors – Planners, Inc., as provided in a letter dated August 8, 2023 (attached).

6. *Miscellaneous*
   a. Provided mailing labels include 30 adjacent property owners, but list of property owners that received notices for neighborhood workshop for the proposed project numbered 77. Further, the list of property owners that received notices did not appear to include the City's Public Notice Mailing list as required. Verify number of adjacent property owners and revise mailing labels as needed. Verify if the City's Public Notice mailing list received notice of the neighborhood workshop meeting.
   b. Please note that street assignments will be made by the Alachua County 9-1-1 Office when an application for Final Plat is submitted.

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

Attachments

c: Kathy Winburn, Planning & Community Development Director *(by electronic mail)*
Justin Tabor, AICP, Principal Planner *(by electronic mail)*
Carson Crocket, Planner (*by electronic mail)*
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: **Aug 15, 2023**

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

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

TR 8/15/2023

RE: **Briarwood Phase 4 Subdivision Preliminary Plat**

Public Services has reviewed the subject project (Aug 02 Submittal) and offer the following comments. Review was specific to the Public Services Utilities.

NO.	COMMENTS
1.	**Comments on Aug 02 Submittal** **Sheet C-103** As part of the future Construction Plan submittal, COA will require that the Finished Floor (FF) elevation of each lot be shown and compared to the rim elevation of the upstream manhole. Where the FF of the lot is below the rim elevation, COA will then require that backflow prevention assemblies be provided next to the house. Note that such backflow prevention assemblies will be installed by the house plumber, and thus will not be part of the Construction Plans. **FYI – No Response Required.**
2.	**Comments on Aug 02 Submittal** **Sheet C-106, Typical** Water main under roads shall be ductile iron. Show as such on the Construction

NO.	COMMENTS
	Documents. **FYI – No Response Required.**
3	**Comments on Aug 02 Submittal** **Sheet C-106** As part Construction Plan preparation, review location of fire hydrant so the existing force main does not interfere with it. **FYI – No Response Required.**
4	**Comments on Aug 02 Submittal** **Lift Station Report** Please confirm that a new lift station will NOT be built for Phase 4 and that Phase 4 wastewater will be routed via gravity to the existing lift station. Please confirm that the flow analysis pertains to the existing lift station and is based on all four phases. Please confirm that existing lift station pump is Flygt NP 3127 SH3 – Adaptive 249 and has sufficient capacity for all four phases. Please **submit** response.
5	
6	
7	
8	
9	
10	
END OF COMMENTS	

Please advise if you have any questions or require additional information.
cc: Justin Tabor – AICP Principal Planner

August 8, 2023

Adam Hall, AICP Principal Planner
Office of Planning and Community Development
ahall@cityofalachua.com | 386-418-6100 ext. 1603
City of Alachua, Florida.

Ref: Preliminary Subdivision Plat for Briarwood – Phase 4.

Dear Mr. Hall:

The following are our comments for the 1st submittal of the Preliminary Plat for Briarwood Subdivision Phase 4:

1. **General comments:**
    a. The provided boundary survey is for the original whole parcel. Portions of that parcel have already been platted. A boundary survey of phase 4 only is required per Subdivision application D. 1.e.
    b. The preliminary Storm data provided does not provide enough information to determine how the system will function and what drainage watersheds drain into the proposed system for this phase and/or existing or future phases . Include any exhibit showing pre-development and post-development conditions, drainage basin names, runoff coefficients, percentage of impervious area, etc. or any other information to determine if the proposed system meets the general requirements of the SRWMD and city of Alachua. It seems that prior phases stormwater systems drain into the proposed system for this phase. Please depict clearly how the proposed system functions.
    c. Provide an actual Fire Flow test of the existing nearby Fire hydrants to determine actual capacity and pressure for the proposed phase 4.

2. **Cover sheet:**
    a. Include “Phase 4” on the title of the project.
    b. The vicinity map does include street names, prior phases of the development, and additional information required per the Subdivision application form D Attachments 1.f.

3. **Sheet C-101:**
    a. What is the purpose of this sheet? If the purpose is to show all the other approved and future phases within the whole parcel, please prior phases area, limits, lots, etc. per approved plats and future remaining areas for future phases.

4. **Sheet C-102:**

a. Show zoning of the existing parcel, east and south parcels are missing or incorrect zoning.
b. Showing property owners of adjacent parcels
c. Depict proposed easement in the overall layout, proposed/required buffers (if any), etc.
d. Show the general location of existing lift station to serve this phase.
e. According to the service area map, this area is served by Duke Energy, not Clay Electric. Please confirm the utility company providing electric services to this project phase.
f. Please provide additional information required by the Subdivision application form, D-Attachments, particularly items h, I, o, q.
g. Label the open space areas.

5. Sheet C-103:

a. Call out proposed curb per FDOT latest standards Index.
b. How stormwater basins will be accessed and maintained? Provide 5 ft maintenance path at top of the proposed basins.

6. Sheet C-104:

a. What is proposed for the end of Street E? No curbing? A temporary turnaround? Please describe and depict the proposed end of the Street.
b. Similar with end of the NW 176th What is the radii, etc.
c. How stormwater basins will be accessed and maintained? Provide 5 ft maintenance path at top of the proposed basins.

7. Sheet C-105:

a. How access to Tract A is provided?
b. Provide 5 ft maintenance path at top of the proposed basins.

Sheet C-106:

c. The proposed water system connects to the existing Water main. The depiction of that connection shows that the existing water main will be cut, and a proposed tee and water valves install. How will water services remain for the existing phases servicing this system?
d. Utility note 2: If fire tanks are provided, please indicate location, estimate capacity of tanks, etc.
e. Please demonstrate that the Fire hydrant spacing meets the fire code requirements.
f. A few proposed easements are depicted but they do not show the type of easements (Public Utility easements?)

8. Sheet C-107:

a. Same comment about easements.
b. Another connection to the existing water main is proposed. Please explain how services will be maintained to existing phases and perform that connection.

c. Please indicate Fire Hydrant spacing.

9. **Sheet C-108**:
    a. Provide San M.H. S-1 existing information, other pipe inverts and flow direction.
    b. Depict sewer system existing and what is proposed clearly, direction of the flow and location of the existing Master Lift station and its Force main.
    c. Indicate Fire Hydrant separation.

10. **Sheets C-109 and C-110:**
    a. Delineate any off-site drainage areas draining into this project phase limits. The NE off-site area drains into the proposed "dry retention pond" behind the lots but that is not depicted or may not be considered on the drainage area calculations. Calculations provided cannot identify any drainage areas. These dry retention ponds seem to collect only the back of the lots.
    b. No determination of top and /or of the pond of elevation was included. This applies to all drainage plans. Determination of the 100 yr. flood elevation was not included either.

11. **Sheet C-111**
    a. Drainage Basin 404 does not include top or bottom of the pond information or estimate 100 yr. flood elevation.
    b. There is an existing overflow weir discharging to this system. Delineate off-site drainage areas serving prior phases and explain the impact of those drainage areas on the overall stormwater drainage system.
    c. How Drainage Basin404 will be accessed? Is there a proposed access road between lots 97 and 98?

12. **Sheet C-301**
    a. Please use the latest FDOT Standard Plan indexes to call outs of structures or fixtures per those standards. I. E. Miami curve, handicap ramps, etc.
    b. Include a typical utility allocation cross section.

Please do not hesitate to contact me if you have any questions/comments.

Sincerely,

Sergio Reyes, P.E
Fl. Lic. No 47311

City of Alachua

MIKE DAROZA
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN, AICP

August 2, 2023

Also sent by electronic mail to crouhier@gmail.com

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

RE: Conditional Application Acceptance for Briarwood Phase 4 (Briarwood Town Center PD)

Dear Mr Rouhier:

On July 31, 2023 the City of Alachua received your preliminary plat application for the Briarwood Phase 4 subdivision project, which proposes the development of 115 single family lots on a ±34.17 acre subject property (Alachua County Tax Parcels 03044-010-002, 03044-012-001, 03044-012-003, 03044-012-004, and 03044-012-005).

According to Section 2.2.6 of the Land Development Regulations (LDRs), upon receipt of an application, a completeness review shall be conducted to determine that the application contains all the necessary information and materials, is in proper form and of sufficient detail, and is accompanied by the appropriate fee. The Planning Department has reviewed the aforementioned application for completeness and finds that the application is complete, subject to the submission of the following information by **5 PM on Tuesday, August 8, 2023**. Provide the following in order to complete your application:

1. Provide a revised application form. Outdated form utilized for application.
2. Condition 14 of the approved PD Ordinance (Ordinance Number 23-03) requires the submittal of a landscape and buffering plan at time of final PD (preliminary plat) application. A landscape and buffering plan must be submitted at this time.
3. Condition 15 of the approved PD Ordinance (Ordinance 23-03) requires the submittal of detailed geotechnically mapping at time of final PD (preliminary plat). Detailed geotechnical information required at this time.
4. Application Attachment D.5.ii -Provide mailing labels or list of property owners notified of neighborhood workshop.
5. Application Attachment D.4 – Provided mailing labels include 30 property owners, but staff calculates 57 property owners within 400 feet of the subject parcels. Provide revised mailers or demonstrate how mailing label list was determined.

6. Application Attachment B - Property owner affidavit executed by Florida Timber Co. required.

Failure to provide the information above by 5 PM on Tuesday, August 8, 2023 will render the application incomplete. The contents of the application **have not** been thoroughly reviewed. An in-depth review of the content of the application will be performed after receipt of the above information and any further issues with content will be provided to you at the Project Assistance Team (PAT) meeting, which will be scheduled separately from this letter. Should you have any questions, please feel free to contact me at (386) 418-6100, ext. 1603 or via email at ahall@cityofalachua.com.

Sincerely,

Adam Hall, AICP
Principal Planner

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

PLANNED DEVELOPMENT REGULATORY AGREEMENT
FOR BRIARWOOD TOWN CENTER PD PROJECT

THIS PLANNED DEVELOPMENT REGULATORY AGREEMENT ("PD Agreement") is made as of May 22, 2023 by and between the **CITY OF ALACHUA, FLORIDA** ("City"), a political subdivision of the State of Florida, and **ERIC J. PARKER AND JOY A. PARKER COMMUNITY PROPERTY TRUST, AND FLORIDA TIMBER CO,** a Florida corporation, their successors or assigns ("Owner/Developer"). The City and the Owner/Developer may jointly be referred to as the "Parties."

RECITALS

WHEREAS, the Owner/Developer desires to obtain approval for a **Planned Development ("PD")** in the City known as **Briarwood Town Center ("Project")**, which is proposed to consist of ±306.34 acres;

WHEREAS, the Owner/Developer wishes to improve the land comprising the PD, the legal description for which is described hereto in Exhibit "A," which is incorporated herein by reference ("Property");

WHEREAS, as part of the approval process for the planned development required by the City of Alachua Land Development Regulation Section 2.4.3, an application to rezone the Property from Commercial Intensive ("CI") and Agricultural ("A") to Planned Development – Residential ("PD-R") and Planned Development – Commercial ("PD-Comm") has been filed with the City;

WHEREAS, the Planning & Zoning Board, serving as the Local Planning Agency ("LPA"), recommended approval of the proposed rezoning from Community Commercial ("CC") , Residential Multiple -Family -8 ("RMF-8") and Agricultural ("A")(Alachua Couunty) to Planned Development – Residential ("PD-R") and Planned Development – Commercial ("PD-Comm") at a quasi-judicial public hearing held on April 18, 2023;

WHEREAS, the City Commission held the first of two required quasi-judicial public hearings on May 8, 2023, to consider the proposed rezoning of the Property pursuant to Ordinance Number 23-03;

WHEREAS, the City and the Owner/Developer desire to proceed to the second and final reading on the proposed rezoning of the Property pursuant to Ordinance Number 23-03;

WHEREAS, concurrent with the second and final reading of the proposed rezoning for the Property, a PD Agreement and a PD Master Plan are required to be approved;

NOW, THEREFORE, in consideration of the foregoing premises, the Parties hereby agree as follows:

1. The above RECITALS are true and correct and incorporated as material portions of this PD Agreement by reference.

2. The Owner/Developer shall plan and construct, at the Owner/Developer's sole expense, the Project according to the specifications set forth in the City's LDRs; Ordinance Number 23-03, which is attached hereto as Exhibit "B" and agreed to by the Owner/Developer; and the PD Master Plan documents, which are attached hereto as Exhibit "C."

3. A **Final PD Plan** for the Project (a **Preliminary Plat** or a **Site Plan**) must be submitted to the City within one (1) year from the City Commission's approval of this PD Agreement, Ordinance Number 23-03, and the PD Master Plan, for any part or section of the plan for development shown in the PD Master Plan. If a **Final PD Plan** for the Project is not submitted within the required one (1) year period, it shall result in the expiration of the PD zone district classifications of the Project. If the PD zoning expires, the City shall have the right, but not the obligation, in the City's sole discretion, to conduct any hearings necessary to rezone the lands included within the Project to the previous zoning districts of Commercial Intensive ("CI") and Agricultural ("A").

4. The Owner/Developer shall construct the Project in accordance with its approved PD Master Plan. Deviations from the PD Master Plan that constitute substantial changes as described in Section 2.4.3 of the City's LDRs must be approved in advance by the City Commission.

5. The approval and execution of this PD Agreement does not guarantee the approval of any development permits, including but not limited to a Preliminary Plat, Construction Plans, Final Plat, or a Site Plan for the Project, or for any part or section thereof, for the Owner/Developer or its successors or assigns.

6. Nothing contained in this PD Agreement shall relieve the Owner/Developer, or its successors, assigns, or anyone acting on the Owner/Developer's behalf, from obtaining all local, regional, state, or federal permits or complying with any applicable ordinance, law, rule, or regulation necessary for the development of the Project. In the event that the Owner/Developer, and its contractors, subcontractors, or anyone for whose acts the Owner/Developer or its contractors 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, the City, through its City Manager or designee, shall have the right to stop work until appropriate corrective measures are taken, in addition to any other remedies available to the City.

7. The Owner/Developer ,or its successors and/or assigns, shall indemnify and hold harmless the City, and its officers, agents, employees, or anyone acting 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 the 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 Owner/Developer, or its successors and/or assigns, and its contractor, subcontractors, or anyone directly or indirectly employed or working on behalf of the Owner/Developer for whose acts the Owner/Developer, or its contractors or subcontractors, may be liable or responsible. The Owner/Developer, or its successors and/or assigns, further agrees that the Owner/Developer, or its successors and/or assigns, 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 PD Agreement, or from responsibility under the indemnification clause contained herein by employment of independent contractors or subcontractors or other entities. The Owner/Developer, or its successors and/or assigns, shall remain liable to the City notwithstanding any attempt by the Owner/Developer, or its successors and/or assigns, to pass any responsibility stated herein to its contractor, subcontractor, or other agent or employee at all times during the existence of this PD Agreement.

8. The Owner/Developer shall pay all costs for the recording of this PD Agreement, the PD Master Plan, and Ordinance Number 23-03.

9. The City may, in its sole discretion, withhold any and all inspections, permits, certificates, or approvals for the Project if such action is deemed necessary by the City to secure the Owner/Developer's compliance with the terms of this PD Agreement, including all documents attached hereto or referenced herein.

10. Except as otherwise provided in this PD 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; overnight delivery with proof of delivery; or by personal delivery. Such notice shall be deemed to have been received when either deposited in the United States Postal Service mailbox, delivered by the United States Postal Service, delivered to the courier, 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: Department of Planning & Community Development
P.O. Box 9
Alachua, Florida 32616

Owner/Developers:

Eric J. Parker and Joy A. Parker Community Property Trust
PO Box 357133
Gainesville, FL 32635

Florida Timber Co
PO Box 357133
Gainesville, FL 32635

11. The Parties each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this PD Agreement.

12. If any section, sentence, clause, phrase, or provision of this PD Agreement is for any reason held or declared to be unconstitutional, void, or inoperative by any court or agency of competent jurisdiction, such holding of invalidity or unconstitutionality shall not affect the remaining provisions of this PD Agreement, and the remainder of the PD Agreement after the exclusions of such part or parts shall be deemed to be valid.

13. The failure of any of the Parties to exercise any right in this PD Agreement shall not constitute a waiver of such right in the event of any future default or noncompliance with it.

14. This PD Agreement is entered into by the City pursuant to the City's home rule powers, including police powers, as set forth in the Florida Constitution and the laws of the State of Florida to regulate the development of land. The City

and the Owner/Developer expressly acknowledge and agree that this PD Agreement constitutes a regulatory document, and nothing herein, expressed or implied, is intended or shall be construed as establishing a contract upon which a cause of action for breach, monetary damages, or otherwise may be based. Further, no term or condition of this PD Agreement shall be construed as to proscribe, limit, or affect the ability of the City to enforce its Comprehensive Plan, its Land Development Regulations, or any other authority granted by law with respect to The Project, and nothing herein, expressed or implied, contracts away any of the City's police powers, regulatory authority, and/or immunities.

15. The Parties may amend this PD Agreement only by mutual written agreement of the Parties and including the City Commission.

16. This PD Agreement shall not be construed more strictly against one party than against the other party merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that all Parties have contributed to the preparation of this PD Agreement and have had the opportunity to consult with legal counsel before signing it.

17. The Owner/Developer agrees that the terms and requirements of this PD Agreement, PD Master Plan, and Ordinance Number 23-03 do not inordinately burden the Property described in Exhibit "A", the PD, or the Project.

18. This PD Agreement constitutes the entire agreement of the Parties and supersedes all prior written or oral agreements, understandings, or representations.

19. In the event of any question or dispute arising out of or related to this PD Agreement or action to interpret this PD Agreement, the Owner/Developer shall exhaust any and all administrative remedies under the City's Lan Development Regulations. Thereafter, Owner/Developer's remedies in filing a lawsuit shall be limited solely to an action for declaratory judgment. In no event shall Owner/Developer have any cause of action for monetary damages against the City for any question or dispute arising out of or related to this PD Agreement or any action to interpret this PD Agreement, and nothing herein, expressed or implied, waives or should be construed 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.

20. This PD Agreement is governed in accordance with the laws of the State of Florida. Venue for any action arising out of or related to this PD Agreement shall be in the Circuit Court of Alachua County, Florida.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year first above written.

Witnesses:

OWNER/DEVELOPER:
Eric J. Parker and Joy A. Parker Community Property Trust

Jessica Neville
(NAME)

By: Joy A. Parker
JOY A. PARKER TRUSTEE
(NAME) (TITLE)

State of Florida
County of Alachua

The foregoing instrument was acknowledged before me this 10th day of May 2023 by Joy A. Parker, who is personally known to me or who has produced Drivers License as identification, and who took an oath.

ASHLEY RILEY
Notary Public-State of Florida
Commission # HH 18679
My Commission Expires
July 07, 2024
(SEAL)

Notary Public, State of Florida at large
Commission No.:
Commission Expiration:

SIGNATURES CONTINUE ON NEXT PAGE

Witnesses:

OWNER/DEVELOPER:
Florida Timber Co.

Jessica Neville
(NAME)

By: Jeremy Parker President of Florida Timber Co.
Jeremy Parker (NAME) President of Florida Timber Co. (TITLE)

State of Florida
County of Alachua

The foregoing instrument was acknowledged before me this 10th day of May 2023 by Jeremy Parker, who is personally known to me or who has produced n/a as identification, and who took an oath.

ASHLEY RILEY
Notary Public-State of Florida
Commission # HH 18679
My Commission Expires
July 07, 2024
(SEAL)

Notary Public, State of Florida at large
Commission No.:
Commission Expiration:

SIGNATURES CONTINUE ON NEXT PAGE

SIGNATURES CONTINUE ON NEXT PAGE

Attest:

Mike DaRoza
City Manager

CITY OF ALACHUA

By: _____
Gib Coerper, Mayor

Approved as to Form:

Marian B. Rush, City Attorney

State of Florida
County of Alachua

The foregoing instrument was acknowledged before me this 22nd day of May 2023 by Gib Coerper, who is personally known to me or who has produced _____ as identification, and who took an oath.

Notary Public, State of Florida at large
Commission No.: HH 196584
Commission Expiration: March 8, 2026

(SEAL)

DIANE L. AMENDOLA
Commission # HH 196584
Expires March 8, 2026
Bonded Thru Budget Notary Services

EXHIBIT "A"

Legal Description of Subject Property

Tax Parcel Numbers 03024-000-000, 03024-001-000, 03024-002-000, 03024-003-000, 03024-004-000, 03045-000-000, 03044-010-001, 03044-010-002, 03044-012-001, 03044-012-002, 03044-012-003, 03044-012-004, 03044-012-005, 03046-000-000, 03046-005-000, 03047-000-000, 03047-001-000, 03047-001-001, 03047-001-002, 03047-001-003, 03047-001-004, 03047-001-005, 03048-002-000, AND 03047-001-006

PARCEL 1:
THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 8 SOUTH, RANGE 18 EAST, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA. LESS AND EXCEPT ROAD RIGHT-OF-WAY

PARCEL 2:
PORTION OF THE NORTHWEST 1/4, LYING NORTH OF US. HIGHWAY 441, IN SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

LESS AND EXCEPT ROAD RIGHT-OF-WAYS

AND

LESS AND EXCEPT THAT PORTION CONTAINED IN WARRANTY DEED RECORDED DECEMBER 10, 1981, IN OFFICIAL RECORDS BOOK 1386, PAGE 971, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

AND
(PER SURVEYOR)
LESS AND EXCEPT THAT PORTION CONTAINED IN WARRANTY DEED RECORDED OCTOBER 30, 1997, IN OFFICIAL RECORDS BOOK 2138, PAGE 286, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

PARCEL 3:
PORTION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, LYING NORTH OF U.S. HIGHWAY 441, IN SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

LESS AND EXCEPT RIGHT-OF-WAYS

AND

LESS AND EXCEPT THAT PORTION CONTAINED IN WARRANTY DEED RECORDED JUNE 17, 1980, IN OFFICIAL RECORDS BOOK 1283, PAGE 409, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

PARCEL 4:
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 SECTION 8; THENCE RUN SOUTH 1 DEG. 47 MIN. 45 SEC. EAST, ALONG THE EAST LINE OF SAID SECTION, A DISTANCE OF 3640.22 FEET TO THE NORTH RIGHT-OF-WAY LINE (R/W) OF US HIGHWAY NO. 441; THENCE NORTH 79 DEG. 03 MIN. 19 SEC. WEST, ALONG SAID R/W LINE, A DISTANCE OF 471.55 FEET TO A CONCRETE MONUMENT AND THE **POINT OF BEGINNING**; THENCE CONTINUE NORTH 79 DEG. 03 MIN. 19 SEC. WEST ALONG SAID R/W LINE, A DISTANCE OF 1023.03 FEET; THENCE NORTH 5 DEG. 01 MIN. 39 SEC. EAST, A DISTANCE OF 680.39 FEET; THENCE SOUTH 79 DEG. 03 MIN. 19 SEC. EAST, A DISTANCE OF 452.00 FEET TO A CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF SANTA FE HILLS AS RECORDED IN PLAT BOOK "E", PAGE 73 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE SOUTH 87 DEG. 28 MIN. 57 SEC. EAST, ALONG THE SOUTH LINE OF SAID SUBDIVISION, A DISTANCE OF 477.99 FEET; THENCE SOUTH 1 DEG. 45 MIN. 29 SEC. EAST, A DISTANCE OF 765.55 FEET TO THE NORTH R/W LINE OF US HIGHWAY NO. 441 AND THE **POINT OF BEGINNING**.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY: COMMENCE AT THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, FOR A POINT OF REFERENCE. THENCE RUN ALONG THE EAST LINE OF SAID SECTION 8, SOUTH 01 DEG. 47 MIN. 45 SEC. EAST, 3640.22 FEET TO THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 441, THENCE RUN ALONG SAID RIGHT OF WAY LINE, NORTH 79 DEG. 03 MIN. 19 SEC. WEST, 1274.53 FEET TO AND FOR THE **POINT OF BEGINNING**. THENCE CONTINUE NORTH 79 DEG. 03 MIN. 19 SEC. WEST, 137.45 FEET TO A POINT OF CURVE, THENCE RUN ALONG SAID CURVE (BEING CONCAVE TO THE NORTHEAST, HAVING A CENTRAL ANGLE OF 84 DEG. 06 MIN. 07 SEC. AND A RADIUS OF 25.00 FEET) A DISTANCE OF 36.70 FEET TO A POINT OF TANGENT; THENCE RUN NORTH 05 DEG. 02 MIN. 49 SEC EAST, 252.64 FEET, THENCE RUN SOUTH 79 DEG. 03 MIN. 19 SEC. EAST, 160.00 FEET, THENCE RUN SOUTH 05 DEG. 02 MIN. 49 SEC. WEST, 275.19 FEET TO THE **POINT OF BEGINNING**. SUBJECT TO EASEMENT FOR THE PURPOSE OF INGRESS-EGRESS AND PUBLIC UTILITIES OVER AND ACROSS THE EAST 40 FEET OF SOUTH 70 FEET THEREOF.

LESS AND EXCEPT HORIZON OFFICE PARK, ACCORDING TO THE PLAT THEREOF

AS RECORDED IN PLAT BOOK 23, PAGE PAGE 44 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

ALSO:

A TRACT OF LAND LYING 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 SECTION 8, THENCE RUN SOUTH 1 DEG. 47 MIN. 45 SEC. EAST, ALONG THE EAST LINE OF SAID SECTION, A DISTANCE OF 3640.22 FEET TO THE NORTH RIGHT-OF-WAY LINE (R/W) OF US HIGHWAY NO. 441; THENCE NORTH 79 DEG. 03 MIN. 19 SEC. WEST, ALONG SAID NORTH R/W LINE, A DISTANCE OF 1694.27 FEET TO A CONCRETE MONUMENT AND THE **POINT OF BEGINNING**; THENCE NORTH 5 DEG. 50 MIN. 15 SEC. EAST, A DISTANCE OF 679.46 FEET; THENCE SOUTH 79 DEG. 03 MIN. 19 SEC. EAST, A DISTANCE OF 642.03 FEET TO A CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF SANTA FE HILLS AS PER PLAT RECORDED IN PLAT BOOK "E", PAGE 73 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE NORTH 2 DEG. 05 MN. 44 SEC. WEST, ALONG THE WEST LINE OF SAID SUBDIVISION, A DISTANCE OF 946.31 FEET; THENCE SOUTH 87 DEG. 17 MIN. 33 SEC. WEST, A DISTANCE OF 402.00 FEET; THENCE NORTH 1 DEG. 47 MIN. 45 SEC. WEST, A DISTANCE OF 439.43 FEET; THENCE SOUTH 87 DEG. 18 MIN. 22 SEC. WEST, A DISTANCE OF 1577.01 FEET TO THE WEST LINE OF THE EAST HALF OF SECTION 8; THENCE SOUTH 5 DEG. 35 MIN. 27 SEC. EAST, ALONG SAID WEST LINE, A DISTANCE OF 1286.52 FEET TO THE NORTH R/W LINE OF OLD STATE ROAD NO. 25, SAID POINT BEING THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2281.63 FEET, A CENTRAL ANGLE OF 11 DEG. 37 MIN. 34 SEC., AND A CHORD OF 462.18 FEET BEARING SOUTH 65 DEG. 41 MIN. 32 SEC. EAST; THENCE SOUTHEASTERLY ALONG SAID R/W CURVE, A DISTANCE OF 462.98 FEET TO THE END OF SAID R/W CURVE; THENCE SOUTH 59 DEG. 52 MIN. 45 SEC. EAST, ALONG SAID R/W LINE, A DISTANCE OF 671.00 FEET TO THE NORTH R/W LINE OF US HIGHWAY NO. 441; THENCE SOUTH 79 DEG. 03 MIN. 19 SEC. EAST, ALONG SAID R/W LINE, A DISTANCE OF 202.48 FEET TO THE **POINT OF BEGINNING**.

SAID LANDS CONTAINING 306.34 ACRES MORE OR LESS

EXHIBIT "B"

[EXECUTED/SIGNED ORDINANCE 23-03]

ORDINANCE 23-03

AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA, RELATING TO THE AMENDMENT OF THE OFFICIAL ZONING ATLAS; AMENDING THE OFFICIAL ZONING ATLAS FROM AGRICULTURAL ("A") TO PLANNED DEVELOPMENT – RESIDENTIAL ("PD-R") AND PLANNED DEVELOPMENT – COMMERCIAL ("PD-COMM") ON AN APPROXIMATELY 306.34 ACRE SUBJECT PROPERTY; LOCATED NORTH OF US 441, EAST OF NW 188TH STREET, WEST OF THE BRIARWOOD AND MEADOWGLEN RESIDENTIAL SUBDIVISIONS; TAX PARCEL NUMBERS 03024-000-000, 03024-001-000, 03024-002-000, 03024-003-000, 03024-004-000, 03045-000-000, 03044-010-001, 03044-010-002, 03044-012-001, 03044-012-002, 03044-012-003, 03044-012-004, 03044-012-005, 03046-000-000, 03046-005-000, 03047-000-000, 03047-001-000, 03047-001-001, 03047-001-002, 03047-001-003, 03047-001-004, 03047-001-005, 03048-002-000, AND 03047-001-006; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, an application for a Site-Specific Amendment to the Official Zoning Atlas ("Amendment"), as described below, has been filed with the City by CHW, Inc on behalf of Florida Timber Co., a Florida corporation, and Eric J. Parker and Joy A. Parker Community Property Trust ("Owners"); and

WHEREAS, the Owners desire to obtain approval for a Planned Development ("PD") in the City known as Briarwood Town Center Planned Development ("PD-R", "PD-Comm" or "Project"); and

WHEREAS, the Owner wishes to construct the Project, consisting of a maximum of 948 residential units and a maximum of 515,000 square feet of non-residential uses on the subject property, the legal description for which is attached hereto as Exhibit "A" and is herein referred to as the "Property"; and

WHEREAS, the City advertised a public hearing to be held before the Planning and Zoning Board, sitting as the Local Planning Agency ("LPA"), on April 6, 2023; and

WHEREAS, the LPA conducted a quasi-judicial public hearing on the proposed Amendment on April 18, 2023 , and the LPA reviewed and considered all comments received during the public hearing concerning the proposed Amendment and made its recommendation to the City Commission; and

WHEREAS, the City advertised public hearings to be held before the City Commission on April 27, 2023 and on May 11, 2023; and

WHEREAS, the City Commission conducted quasi-judicial public hearings on the proposed Amendment on May 8, 2023, and May 22, 2023, and provided for and received public participation at both public hearings; and

WHEREAS, the City Commission has determined and found the proposed Amendment to be consistent with the City's Comprehensive Plan and the City's Land Development Regulations ("LDRs"); and

WHEREAS, for reasons set forth in this ordinance that is hereby adopted and incorporated as findings of fact, the Alachua City Commission finds and declares that the enactment of this Amendment is in the furtherance of the public health, safety, morals, order, comfort, convenience, appearance, prosperity, or general welfare.

NOW THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF ALACHUA, FLORIDA.

Section 1. Findings of Fact and Conclusions of Law

1. The above recitals are true and correct and are incorporated herein by reference.
2. The proposed Amendment is in compliance with the City's LDRs.
3. The proposed Amendment will not cause a reduction in the adopted level of service standards for transportation, water, sewer, waste, stormwater, recreation, and public schools.

Section 2. Official Zoning Atlas Amended

The Official Zoning Atlas is hereby amended from Agricultural ("A") (Alachua County), Community Commercial ("CC") and Residential Multiple Family – 8 (RMF-8") to Planned Development–Residential ("PD-R") and Planned Development – Commercial ("PD-COMM") for Tax Parcel Numbers 03024-000-000, 03024-001-000, 03024-002-000, 03024-003-000, 03024-004-000, 03045-000-000, 03044-010-001, 03044-010-002, 03044-012-001, 03044-012-002, 03044-012-003, 03044-012-004, 03044-012-005, 03046-000-000, 03046-005-000, 03047-000-000, 03047-001-000, 03047-001-001, 03047-001-002, 03047-001-003, 03047-001-004, 03047-001-005, 03048-002-000, AND 03047-001-006 ("Property"), in accordance with the legal description found in Exhibit "A" and map found in Exhibit "B" attached hereto and incorporated herein.

Section 3. Development Parameters

The development shall consist of single-family and multiple-family residential development, community recreation, non-residential development and stormwater/open space development areas as shown on the PD Master Plan. The density, intensity, allowable uses, acreage, and dimensional standards, where applicable, for each Development Area are as follows:

1. The development shall consist of single-family attached and detached, townhouses, multiple family residential, community recreation, non-residential and stormwater/open space development areas as shown on the PD Master Plan. The density, intensity, allowable uses, acreage, and dimensional standards, where applicable, for each Development Area are as follows:

Maximum Development Area & Density/ Intensity	Allowable Uses	Maximum Potential Development[1]	Acres	Dimensional Standards	Percentage of PD
Development Area 'A' 8 du/acre	• Single-family attached dwellings, single-family detached dwellings, townhouses • Multi-family residential dwellings (within Subarea as identified on PD Master Plan) • Common area and open space • Neighborhood amenity center building • Stormwater management facilities	598 dwelling units 15,000 square feet neighborhood amenity center	±160	*Minimum Lot Area (square feet)* • Single-family detached: 4,080 • Single-family attached: 1,600 • Townhouse: 2,000 • Multi-family: None *Minimum Lot Width* • Single-family detached: 34' • Single-family attached: 20' • Townhouse: 100' • Multi-family: None *Setbacks, Building (Single-family detached)* Front (Primary) = 20' Side = 5' Rear=15' *Setbacks, Building (Single-family attached)* Front (Primary) = 15' Side = 5' Rear=10' *Setbacks, Building (Townhouse)* Front (Primary) = 20' Side = 5'	±52.0%

Maximum Development Area & Density/ Intensity	Allowable Uses	Maximum Potential Development[1]	Acres	Dimensional Standards	Percentage of PD
				Rear=15' *Setbacks, Building (Multiple-family)* Front (Primary) = 20' Side = 0' Rear=15' Adjoining Residential Uses or Lots = 35' *Setbacks, Stormwater Facilities* 5' from all property lines *Maximum Building Height* Single-family detached and townhouse = 35' Single family attached and multiple family = 65' *Maximum Lot Depth to Width Ratio* Single-family detached = 4 times width of lot Single-family attached = 10 times width *Maximum Lot Coverage*	

Maximum Development Area & Density/ Intensity	Allowable Uses	Maximum Potential Development[1]	Acres	Dimensional Standards	Percentage of PD
				All uses = 80% Individual lots may exceed 80% as long as plat or site plan demonstrates a minimum pervious area of 20% overall *Minimum Parking Spaces* As required by Section 6.1, LDRs Amenity Center: 3 spaces per 1,000 square feet of gross floor area	
Development Area 'B' .5 FAR for Parcels greater than or equal to 5 acres .75 FAR for Parcels less than 5 acres but more than 1 acre	• All allowable uses within CC zoning district, except the following: senior center, youth club facility, day care home, overnight child care center, drug and alcohol treatment facility, cemetery, columbaria, mausoleum, airport, general industrial service, and laundry, dry cleaning and carpet cleaning facilities • Common area and open space	Together with Development Area C: 500,000 square feet non-residential	±65	*Minimum Lot Area* None *Minimum Lot Width* None *Setbacks, building* Front (Primary) = 20' Side = 0' Rear=15' Adjoining Residential Uses or Lots = 35'	±21.0%

Maximum Development Area & Density/ Intensity	Allowable Uses	Maximum Potential Development[1]	Acres	Dimensional Standards	Percentage of PD
1.0 FAR for Parcels less than 1 acre	• Stormwater management facilities			*Maximum Building Height* 65' *Setbacks, Stormwater Facilities* 5' from all property lines *Maximum Lot Coverage* None *Minimum Parking Spaces* As required by Section 6.1, LDRs	
Development Area 'C' 17.5 du/acre Development Area 'C' 17.5 du/acre .5 FAR for Parcels greater than or	• All allowable uses within CC zoning district, except the following: uses prohibited in Development Area B, use types listed on the "Vehicle Sales and Services" use category, restaurants with drive-through or drive- in service, and self-service storage facilities • Common Area/ Open Space	350 dwelling units Together with Development Area B: 500,000 square feet non-residential	±20	*Minimum Lot Area* None *Minimum Lot Width* None *Setbacks, building* Front (Primary) = 20' Side = 0' Rear=15' Adjoining Residential Uses or Lots = 35'	±6.0%

Maximum Development Area & Density/ Intensity	Allowable Uses	Maximum Potential Development[1]	Acres	Dimensional Standards	Percentage of PD
equal to 5 acres .75 FAR for Parcels less than 5 acres but more than 1 acre 1.0 FAR for Parcels less than 1 acre	• Neighborhood amenity center building • Stormwater management facilities			US 441 or NW 164th Lane Right of Way = 50' *Setbacks, Stormwater Facilities* 5' from all property lines *Maximum Building Height* 65' *Maximum Lot Coverage* None *Minimum Parking Spaces* As required by Section 6.1, LDRs	
Development Area 'D' N/A	• Stormwater management facilities • Common Areas	N/A	±61.0	*Setbacks, Stormwater Facilities* 5' from all property lines	±20%

1 The permitted maximum development in each zoning designation may be increased up to 10% based on a corresponding percentage decrease in the other zoning designation. For example, a 10 % decrease in the maximum allowable non-residential development would permit up to a 10 % increase in the maximum number of residential dwelling units.

2. The Project shall be developed in three or more phases. The Planned Development Ordinance and Agreement shall be valid for 10 years from the date of final approval by City Commission.

3. The applicant shall provide a listed species and habitat survey as part of any Final PD Plan for the Project. The survey shall document if any listed species are observed on the Property. If a listed species is observed on the Property, the updated survey shall provide recommendations to address potential impacts to the listed species and to identify any permitting requirements of any local, State, or Federal governmental agencies. Any submitted listed species and habitat survey shall be acceptable to the City for a period of no more than three years from the original date of the survey. -
4. If any wetlands are identified on the Property described in Exhibit "A", such areas shall be field-delineated using professionally accepted methodology. All development in and/or near wetland areas shall be consistent with the City's Comprehensive Plan and in compliance with the City's LDRs, as may be amended from time to time, and shall grant conservation easements or other appropriate protective mechanisms, as determined by the City, to protect wetland areas. Any submitted wetlands delineation shall be acceptable to the City for a period of no more than three years from the original date of the delineation.
5. All Final PD Plans shall be consistent with the Goals, Objectives, and Policies of the Comprehensive Plan, as it may be amended from time to time, including, but not limited to those Goals, Objectives, and Policies related to the eradication of invasive exotic plant species.
6. The Owner, or its successors and/or assigns, shall, concurrent with development of the Project, remove and destroy all Category I and II exotic plant species, as published in the most current version of the Florida Exotic Plant Council's List of Invasive Plant Species, located on the Property described in Exhibit "A". Thereafter, the Owner, or its successors and/or assigns, shall assure long-term implementation of an exotic plants management plan approved with the new final development order and which shall be included in covenants and restrictions to be implemented by a properly structured property owner's association or other mechanism acceptable to the City.
7. The planting of any species identified in the most current version of the Florida Exotic Pest Plant Council's List of Invasive Plant Species shall be prohibited. Grasses and sods shall be certified free of noxious weeds by the Florida Department of Agriculture and Consumer Services, Division of Plant Industry.
8. A Final PD Plan consists of development requiring Preliminary Plat or Site Plan review. The Owner, or its successors and/or assigns, shall submit a utility system plan as part of the Construction Plans for the proposed subdivision or site plan.
9. Development on the Property described in Exhibit "A" shall be consistent with PD Master Plan for the Project, and includes the following requirements:
    a. The ingress/egress points to the Property described in Exhibit "A" shall be located as depicted on the PD Master Plan. The design of all proposed roadways shall be consistent with the applicable standards of Article 7 of the City's LDRs and the City's Design and Construction Requirements (latest edition at the time of review of Construction Plans) and the PD Master Plan. The design of the proposed roadway shall be reviewed and approved as part of Construction Plans submitted for the subdivision review process, as further defined in Section 2.4.10 of the City's LDRs, or site plan review process or infrastructure plan review process, as further defined in Section 2.4.9 of the City's LDRs. Shifts of less than 75' (centerline to centerline) shall be permitted as minor deviations from the approved PD Master Plan per Section 2.4.3 (D)(8) of the City's LDRs.

b. The Owner, or its successors and/or assigns, shall design, obtain all applicable permits, and construct a stormwater management system necessary to serve the development. Stormwater management facilities shall be constructed concurrent with development of the Project. Sufficient stormwater capacity consistent with Section 6.9.3 of the City's LDRs must be provided concurrent with site improvements of the Project. On-site soil shall be appropriately prepared so as to alleviate any drainage issues.

c. Utilities shall be extended throughout the Project within areas designated as public rights-of-way, where practical. Utility infrastructure which must run outside the right-of-way, and which will be maintained by the City, shall be located in easements approved and accepted by the City granting access and maintenance of such infrastructure.

d. The Owner, or its successors and/or assigns, shall be responsible for the provision of infrastructure for the Project. This shall include all on-site improvements and off-site improvements, including transportation infrastructure improvements, deemed necessary to support the development by the City in the City's sole discretion. Offsite improvements, including transportation infrastructure improvements deemed necessary by the City, shall be consistent with City's Comprehensive Plan and Land Development Regulations in existence at the time of the proposed development requiring the infrastructure, and shall be supported by appropriate data and analysis that identifies a specific impact from the proposed development. If offsite improvements are required by the City, it shall be limited to the areas or infrastructure impacted by the proposed development. The data and analysis used to justify the requirement for offsite improvements will be provided by traffic study data, reports, or other infrastructure analysis that identifies the development's impact on the affected infrastructure, and determines a reasonable proportional impact from the proposed development. The data and analysis will be provided by the Developer and reviewed by the City. The Developers shall pay for any consultants or experts the City deems necessary to review the data and analysis provided by the Developer.

e. Facilities constructed on-site that are not dedicated to the City for maintenance shall be the responsibility of a legally established property owners' association. The property owners' association shall have the responsibility of maintenance of all common areas. In the event that common areas and required open space areas, as mandated by Sections 6.7.6, 6.9.3(E)(2), and 7.8.1 of the City's LDRs, or any amendments thereto, are not owned by a property owner's association, such areas shall be burdened by an easement that requires a property owner's association or another entity approved by the City to maintain such areas, and that restricts such areas in accordance with the City's requirements for such areas.

10. Electric System Requirements:

a. The Owner, or its successors and/or assigns, shall be responsible for all costs associated with connection to the electric system of the electric service provider as necessary to serve the Project.

11. Water System Requirements:

a. The Owner, or its successors and/or assigns, shall be responsible for all costs associated with connection to the City's potable water system as necessary to serve the Project.

b. Water systems shall be designed to provide fire flow rates that conform to the current standards of the Florida Fire Prevention Code, Chapter 633, Florida Statutes, and the Florida Building Code.

12. Wastewater System Requirements:
    a. The Owner, or its successors and/or assigns, shall be responsible to design, permit, and construct wastewater main extensions and any other improvements, including but not limited to any lift stations required and necessary to serve the Project.
    b. The locations of the proposed lift stations are approximate as depicted in the PD Public Facilities Plan. The first phase shall connect to an existing lift station with the Briarwood Phase 1-3 subdivision. Future phases will be required to coordinate exact location and design of future lift stations with the City of Alachua Public Services Department.

13. Pedestrian and Street Improvements:
    a. The Owner, or its successors and/or assigns, shall be responsible to design, obtain all applicable permits, and construct all pedestrian and street improvements in accordance with Section 7.3, *Required Improvements*, Section 7.2.3, *Block Standards,* and any other pertinent section of the City's LDRs, subject to the following:
        i. Miami curb shall be permitted in all residential areas within Development Area A.
    b. All on-site and off-site traffic improvements noted in the submitted traffic study shall be permitted and completed in conjunction with any subdivision, site plan, or infrastructure plan proposed for the subject property in accordance with the following:
        i. No more than 115 residential units in total shall be approved within the Development until the proposed through-cut access to US Highway 441 at Access Point D, as indicated in the associated traffic study, has been completed. This access connection shall include the realignment of NW 164th Lane and any associated off-site improvements, as indicated in the associated traffic study. No multi-family or non-residential development shall be accessed solely through the existing Briarwood Phase 1-3 single family residential subdivision adjacent to the subject property.
        ii. No more than 265 residential units in total shall be approved within the Development until the proposed connection at Access Point B, as indicated in the associated traffic study, has been completed. This shall include any associated off-site improvements, as provided in the associated traffic study. The access may remain a full access until such time that a traffic signal or other improvement is warranted, at which time it shall be converted to a directional access, unless otherwise required by the Florida Department of Transportation. Access Point B shall also be required to be converted to directional prior to meeting signalization warrants when Access Point C is permitted and constructed.
        iii. No more than 355 residential units in total shall be approved within the Development until the proposed directional access at Access Point C, as indicated in the associated traffic study, has been completed. This shall include any associated off-site improvements, as provided in the associated traffic study.
        iv. After construction of Access Point C, a signal warrant study shall be completed as part of any preliminary plat/ Final PD plan, site plan, or infrastructure plan. If the traffic signal is not warranted at that time, signal warrant monitoring reports shall be provided as required by FDOT.

v. No more than 598 dwelling units shall be permitted within the Development until the off-site improvements to the intersection of CR235A and US 441, as provided in the associated traffic study, have been completed. No non-residential development proposed after completion of the 598th dwelling unit shall be permitted until the off-site improvements to the intersection of CR235A and US 441 have been completed.

vi. A revised traffic study for the entire development shall be submitted as a part of any development application that meets the conditions in accordance with the schedule below.

Study	Cumulative Non-Residential Floor Area Exceeds (square feet)	Cumulative Residential Units Exceeds (Dwelling units)	Date Development Application Submitted
Initial	NA	NA	NA
Update 1	250,000	435	01/01/2027

Traffic studies shall be valid for a period of 3 years or until the next Update is required. Unless otherwise required by the City's Land Development Regulations, Alachua County, or Florida Department of Transportation, no more than 1 additional traffic studies shall be required.

vii. Any connection to NW 188th Street may require dedication of land for additional right-of-way.

c. A pedestrian connection through existing right-of-way (approximately 900 feet in length) located south of Santa Fe Hills from project boundary to existing sidewalk network shall be required to be constructed at the time of any plat or site plan located adjacent to this right-of-way. This requirement may be waived by the City Commission upon a finding that such a sidewalk connection is not physically possible or upon a finding that the Public Works Director Public Works Department of the Alachua County Board of County Commissioners does not desire such a connection and makes a request to the City Commission in writing to not require such connection.

14. The Owner, or its successors and/or assigns, shall submit a landscaping and buffering plan as part of any Final PD Plan. The landscaping and buffering plan shall meet the requirements established by the adopted PD Master Plan, Section 6.2.2, Landscaping Standards or Section 6.3, Fencing Standards, of the City's LDRs, or any amendments thereto.

15. The Owner, or its successors and/or assigns, shall submit an open space plan as part of any new Final PD Plan. The open space plan shall meet the minimum requirements established by Section 6.7, *Open Space Standards*, of the City's LDRs, or any amendments thereto.

16. Open spaces and conservation areas shall account for a minimum of twenty percent (20%) of the complete project.

17. The Owner, or its successors and/or assigns, shall obtain all applicable permits from the Suwannee River Water Management District, Alachua County Public Works, the Florida Department of Environmental Protection, the Florida Fish and Wildlife Commission, and any other Federal, State, or Local agency before the commencement of any development in the Project.

18. The Final PD Plan shall be a Preliminary Plat or a Site Plan and shall adhere to all requirements of this PD Ordinance, the City's Comprehensive Plan, and the City's LDRs. The Final PD Plan shall also adhere to all requirements of the PD Master Plan and the PD Agreement for this Project.
19. Any Final PD plan shall include detailed geotechnical mapping and evaluation to identify and address any potential karst features or active ground loss areas.
20. Any Final PD Plan shall include the exact number of residential dwelling units, as well as precise information regarding the layout of open space, circulation, and stormwater management.
21. A valid Planned Development Agreement shall be adopted concurrent with the approval of this ordinance and the PD Master Plan.
22. The development parameters defined herein do not inordinately burden the development of the Property described in Exhibit "A", the PD, or the Project.
23. The rezoning of the Property described in Exhibit "A" does not reserve concurrency for the Project.
24. The adoption of this Ordinance does not guarantee the approval of any development permits, including but not limited to, a Preliminary Plat, Construction Plans, Site Plan or a Final Plat for the Project, or for any part or section thereof, for the Owner/Developer or its successors or assigns.
25. All development, including but not limited to any Final PD Plan for the Project, shall be governed by the laws, regulations, comprehensive plan and ordinances in effect at the time of the specific proposed development, and not as of the date of this ordinance.

Section 4. Ordinance to be Construed Liberally

This ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed to be in the best interest of the public health, safety, and welfare of the citizens and residents of Alachua, Florida.

Section 5. Repealing Clause

All ordinances or parts of ordinances in conflict with this ordinance are, to the extent they conflict with this ordinance, repealed.

Section 6. Providing for Severability

It is the declared intent of the Alachua City Commission that, if any section, sentence, clause, phrase, or provision of this ordinance is for any reason held or declared to be unconstitutional, void, or inoperative by a court or agency of competent jurisdiction, such holding of invalidity or unconstitutionality shall not affect the remaining provisions of this ordinance and the remainder of this ordinance, after the exclusion of such part or parts, shall be deemed to be valid.

Section 7. Effective Date

This Ordinance shall be effective upon its passage and adoption on the second and final reading.

PASSED on first reading on the 8th day of May, 2023.

PASSED and **DULY ADOPTED**, in regular session, with a quorum present and voting, by the City Commission, upon second reading this 22nd day of May, 2023.

CITY COMMISSION OF THE CITY OF ALACHUA, FLORIDA

Gib Coerper, Mayor
SEAL

ATTEST:

Mike DaRoza , City Manager/Clerk

APPROVED AS TO FORM

Marian B. Rush, City Attorney

EXHIBIT "A"

Tax Parcel Numbers 03024-000-000, 03024-001-000, 03024-002-000, 03024-003-000, 03024-004-000, 03045-000-000, 03044-010-001, 03044-010-002, 03044-012-001, 03044-012-002, 03044-012-003, 03044-012-004, 03044-012-005, 03046-000-000, 03046-005-000, 03047-000-000, 03047-001-000, 03047-001-001, 03047-001-002, 03047-001-003, 03047-001-004, 03047-001-005, 03048-002-000, AND 03047-001-006

Legal Description of Subject Property

PARCEL 1:

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 8 SOUTH, RANGE 18 EAST, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA. LESS AND EXCEPT ROAD RIGHT-OF-WAY

PARCEL 2:

PORTION OF THE NORTHWEST 1/4, LYING NORTH OF US. HIGHWAY 441, IN SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

LESS AND EXCEPT ROAD RIGHT-OF-WAYS

AND

LESS AND EXCEPT THAT PORTION CONTAINED IN WARRANTY DEED RECORDED DECEMBER 10, 1981, IN OFFICIAL RECORDS BOOK 1386, PAGE 971, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

AND

(PER SURVEYOR)

LESS AND EXCEPT THAT PORTION CONTAINED IN WARRANTY DEED RECORDED OCTOBER 30, 1997, IN OFFICIAL RECORDS BOOK 2138, PAGE 286, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

PARCEL 3:

PORTION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, LYING NORTH OF U.S. HIGHWAY 441, IN SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

LESS AND EXCEPT RIGHT-OF-WAYS

AND

LESS AND EXCEPT THAT PORTION CONTAINED IN WARRANTY DEED RECORDED JUNE 17, 1980, IN OFFICIAL RECORDS BOOK 1283, PAGE 409, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

PARCEL 4:

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 SECTION 8; THENCE RUN SOUTH 1 DEG. 47 MIN. 45 SEC. EAST, ALONG THE EAST LINE OF SAID SECTION, A DISTANCE OF 3640.22 FEET TO THE NORTH RIGHT-OF-WAY LINE (R/W) OF US HIGHWAY NO. 441; THENCE NORTH 79 DEG. 03 MIN. 19 SEC. WEST, ALONG SAID R/W LINE, A DISTANCE OF 471.55 FEET TO A CONCRETE MONUMENT AND THE **POINT OF BEGINNING**; THENCE CONTINUE NORTH 79 DEG. 03 MIN. 19 SEC. WEST ALONG SAID R/W LINE, A DISTANCE OF 1023.03 FEET; THENCE NORTH 5 DEG. 01 MIN. 39 SEC. EAST, A DISTANCE OF 680.39 FEET; THENCE SOUTH 79 DEG. 03 MIN. 19 SEC. EAST, A DISTANCE OF 452.00 FEET TO A CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF SANTA FE HILLS AS RECORDED IN PLAT BOOK "E", PAGE 73 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE SOUTH 87 DEG. 28 MIN. 57 SEC. EAST, ALONG THE SOUTH LINE OF SAID SUBDIVISION, A DISTANCE OF 477.99 FEET; THENCE SOUTH 1 DEG. 45 MIN. 29 SEC. EAST, A DISTANCE OF 765.55 FEET TO THE NORTH R/W LINE OF US HIGHWAY NO. 441 AND THE **POINT OF BEGINNING**.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY: COMMENCE AT THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, FOR A POINT OF REFERENCE. THENCE RUN ALONG THE EAST LINE OF SAID SECTION 8, SOUTH 01 DEG. 47 MIN. 45 SEC. EAST, 3640.22 FEET TO THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 441, THENCE RUN ALONG SAID RIGHT OF WAY LINE, NORTH 79 DEG. 03 MIN. 19 SEC. WEST, 1274.53 FEET TO AND FOR THE **POINT OF BEGINNING**. THENCE CONTINUE NORTH 79 DEG. 03 MIN. 19 SEC. WEST, 137.45 FEET TO A POINT OF CURVE, THENCE RUN ALONG SAID CURVE (BEING CONCAVE TO THE NORTHEAST, HAVING A CENTRAL ANGLE OF 84 DEG. 06 MIN. 07 SEC. AND A RADIUS OF 25.00 FEET) A DISTANCE OF 36.70 FEET TO A POINT OF TANGENT; THENCE RUN NORTH 05 DEG. 02 MIN. 49 SEC EAST, 252.64

FEET, THENCE RUN SOUTH 79 DEG. 03 MIN. 19 SEC. EAST, 160.00 FEET, THENCE RUN SOUTH 05 DEG. 02 MIN. 49 SEC. WEST, 275.19 FEET TO THE **POINT OF BEGINNING**. SUBJECT TO EASEMENT FOR THE PURPOSE OF INGRESS-EGRESS AND PUBLIC UTILITIES OVER AND ACROSS THE EAST 40 FEET OF SOUTH 70 FEET THEREOF.

LESS AND EXCEPT HORIZON OFFICE PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 23, PAGE PAGE 44 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

ALSO:

A TRACT OF LAND LYING 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 SECTION 8, THENCE RUN SOUTH 1 DEG. 47 MIN. 45 SEC. EAST, ALONG THE EAST LINE OF SAID SECTION, A DISTANCE OF 3640.22 FEET TO THE NORTH RIGHT-OF-WAY LINE (R/W) OF US HIGHWAY NO. 441; THENCE NORTH 79 DEG. 03 MIN. 19 SEC. WEST, ALONG SAID NORTH R/W LINE, A DISTANCE OF 1694.27 FEET TO A CONCRETE MONUMENT AND THE **POINT OF BEGINNING**; THENCE NORTH 5 DEG. 50 MIN. 15 SEC. EAST, A DISTANCE OF 679.46 FEET; THENCE SOUTH 79 DEG. 03 MIN. 19 SEC. EAST, A DISTANCE OF 642.03 FEET TO A CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF SANTA FE HILLS AS PER PLAT RECORDED IN PLAT BOOK "E", PAGE 73 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE NORTH 2 DEG. 05 MN. 44 SEC. WEST, ALONG THE WEST LINE OF SAID SUBDIVISION, A DISTANCE OF 946.31 FEET; THENCE SOUTH 87 DEG. 17 MIN. 33 SEC. WEST, A DISTANCE OF 402.00 FEET; THENCE NORTH 1 DEG. 47 MIN. 45 SEC. WEST, A DISTANCE OF 439.43 FEET; THENCE SOUTH 87 DEG. 18 MIN. 22 SEC. WEST, A DISTANCE OF 1577.01 FEET TO THE WEST LINE OF THE EAST HALF OF SECTION 8; THENCE SOUTH 5 DEG. 35 MIN. 27 SEC. EAST, ALONG SAID WEST LINE, A DISTANCE OF 1286.52 FEET TO THE NORTH R/W LINE OF OLD STATE ROAD NO. 25, SAID POINT BEING THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2281.63 FEET, A CENTRAL ANGLE OF 11 DEG. 37 MIN. 34 SEC., AND A CHORD OF 462.18 FEET BEARING SOUTH 65 DEG. 41 MIN. 32 SEC. EAST; THENCE SOUTHEASTERLY ALONG SAID R/W CURVE, A DISTANCE OF 462.98 FEET TO THE END OF SAID R/W CURVE; THENCE SOUTH 59 DEG. 52 MIN. 45 SEC. EAST, ALONG SAID R/W LINE, A DISTANCE OF 671.00 FEET TO THE NORTH R/W LINE OF US HIGHWAY NO. 441; THENCE SOUTH 79 DEG. 03 MIN. 19 SEC. EAST, ALONG SAID R/W LINE, A DISTANCE OF 202.48 FEET TO THE **POINT OF BEGINNING**.

SAID LANDS CONTAINING 306.34 ACRES MORE OR LESS

Legal Description of PD-COMM Area

THE SOUTHERLY 1250 FEET (AS MEASURED PERPENDICULAR TO THE NORTH RIGHT

OF WAY LINE OF STATE HIGHWAY NO. 20 & 25) OF THE FOLLOWING DESCRIBED PROPERTY:

A PARCEL OF LAND SITUATED IN THE NORTHWEST ONE-QUARTER (NW ¼) OF SECTION 8 AND THE SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 5, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 8; THENCE NORTH 87°18'09" EAST, ALONG THE NORTH LINE OF SAID SECTION, A DISTANCE OF 50.02 FEET TO THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK (O.R.B.) 1648, PAGE 184 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE NORTH 01°53'20" WEST, ALONG SAID WEST LINE AND THE WEST LINE O.R.B. 2340, PAGE 236, O.R.B. 1648, PAGE 182, AND O.R.B. 2340, PAGE 235 OF SAID PUBLIC RECORDS, A DISTANCE OF 1327.43 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN O.R.B. 1754, PAGE 0001 OF SAID PUBLIC RECORDS; THENCE NORTH 87°18'46" EAST, ALONG THE SOUTH LINE OF SAID LANDS AND ALONG THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF AFOREMENTIONED SECTION 5, A DISTANCE OF 1291.77 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF SAID SECTION 5; THENCE NORTH 86°47'33" EAST, ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED IN O.R.B. 1754, PAGE 0001 AND ALONG THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER (SE ¼) OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF SAID SECTION 5, A DISTANCE OF 1326.39 FEET TO THE NORTHWEST CORNER OF NOELLE ESTATES REPLAT PHASE 1 AND NOELLE ESTATES REPLAT PHASE 2 RECORDED IN PLAT BOOK "S", PAGE 55 OF SAID PUBLIC RECORDS; THENCE SOUTH 02°58'54" EAST, ALONG THE WEST LINES OF SAID NOELLE ESTATES, A DISTANCE OF 1338.34 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER (SE ¼) OF SAID SECTION 5 AND THE SOUTHWEST CORNER OF SAID NOELLE ESTATES REPLAT PHASE 1; THENCE SOUTH 05°34'24" EAST, ALONG THE EAST LINE OF THE NORTHWEST ONE-QUARTER (NW ¼) OF SAID SECTION 8, A DISTANCE OF 2621.65 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF OLD STATE ROAD 20 & 25 (66 FOOT RIGHT OF WAY); THENCE NORTH 76°12'05" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 8.79 FEET TO THE INTERSECTION WITH THE NORTHERLY PROJECTION OF THE WEST LINE OF THE DRAINAGE EASEMENT AS RECORDED IN DEED BOOK 237, PAGE 347 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 05°32'43" EAST, ALONG SAID NORTHERLY PROJECTION , A DISTANCE OF 34.97 FEET TO THE INTERSECTION WITH THE CENTERLINE OF SAID OLD STATE ROAD 20 & 25; THENCE RUN NORTH 76°12'05"WEST, ALONG SAID CENTERLINE, A DISTANCE OF 203.29 FEET TO THE INTERSECTION WITH THE NORTHERLY PROJECTION OF THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 1283, PAGE 409 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 05°32'43"EAST, ALONG SAID NORTHERLY PROJECTION AND ALONG SAID WEST LINE, A DISTANCE OF 318.18 FEET TO THE SOUTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORD BOOK 1283, PAGE 409 AND THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 20 & 25 (200 FOOT RIGHT OF WAY); THENCE NORTH 79°05'43" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 2567.55 FEET TO THE WEST LINE

OF SAID SECTION 8; THENCE NORTH 06°15'45" WEST, ALONG SAID WEST LINE OF SECTION 8, A DISTANCE OF 421.65 FEET TO THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF OLD

STATE ROAD NO. 20 & 25; THENCE SOUTH 76°12'05" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 53.22 FEET TO THE INTERSECTION OF SAID RIGHT OF WAY LINE WITH THE SOUTHERLY PROJECTION OF THE WEST LINE OF LANDS DESCRIBED IN O.R.B. 2101, PAGE 1397 OF SAID PUBLIC RECORDS; THENCE NORTH 06°15'45" WEST, ALONG SAID SOUTHERLY PROJECTION, A DISTANCE OF 70.30 FEET TO THE SOUTHWEST CORNER OF SAID LANDS AND THE NORTHERLY RIGHT OF WAY LINE OF SAID OLD STATE ROAD NO. 20 & 25; THENCE SOUTH 76°12'05" EAST, ALONG THE SOUTH LINE OF SAID LANDS AND ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 150.00 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE NORTH 00°31'15" EAST, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 294.33 FEET TO THE NORTHEAST CORNER OF SAID LANDS, THENCE SOUTH 87°18'29" WEST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 175.99 FEET TO THE NORTHWEST CORNER OF SAID LANDS AND THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. NW 15 (100 FOOT RIGHT OF WAY); THENCE NORTH 06°15'45" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 1582.34 FEET TO THE POINT OF BEGINNING.

AS WELL AS: ALACHUA COUNTY TAX PARCELS # 03044-010-001, 03044-012-001, 03044-012-002, 03044-012-003, 03044-012-004, AND 03044-012-005

THE ABOVE DESCRIBED LAND CONTAINS 109.112 ACRES MORE OR LESS.

Legal Description of PD-R Area

A PARCEL OF LAND SITUATED IN THE NORTHWEST ONE-QUARTER (NW ¼) OF SECTION 8 AND THE SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 5, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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OF SAID SECTION 8; THENCE NORTH 06°15'45" WEST, ALONG SAID WEST LINE OF SECTION 8, A DISTANCE OF 421.65 FEET TO THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF OLD

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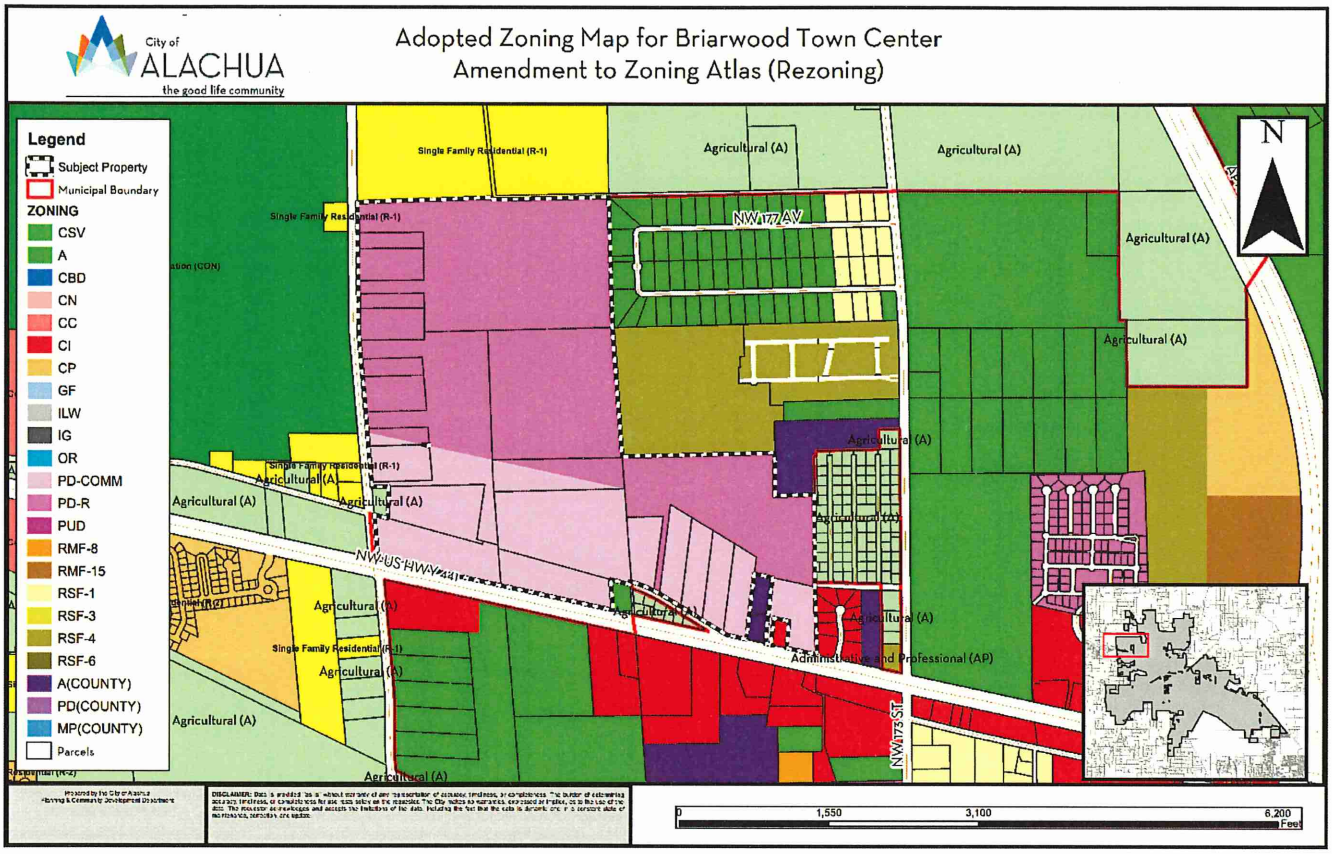
LESS AND EXCEPT: THE SOUTHERLY 1250 FEET (AS MEASURED PERPENDICULAR TO THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY NO. 20 & 25) .

AS WELL AS: ALACHUA COUNTY TAX PARCEL # 03044-010-002

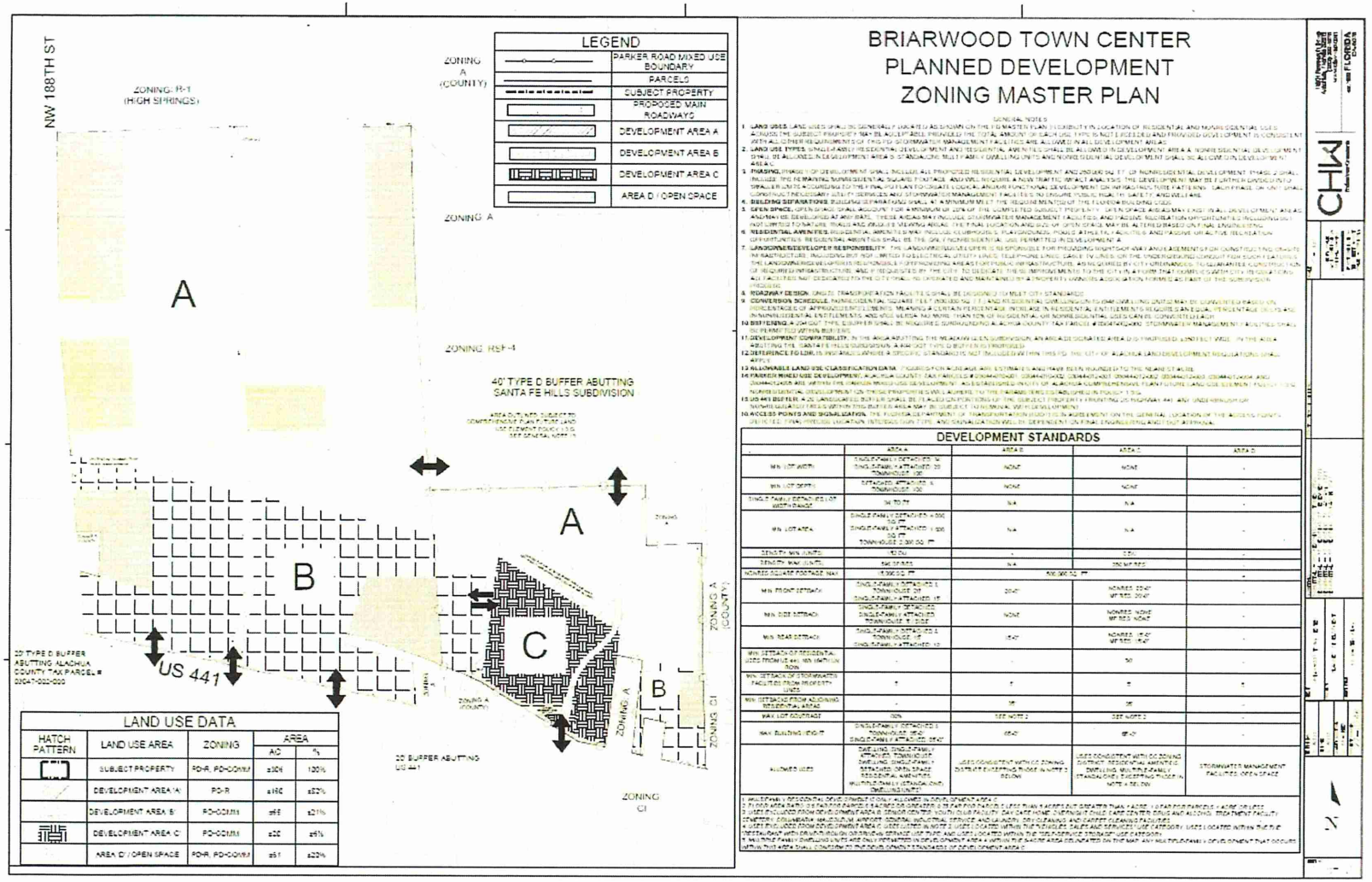
THE ABOVE DESCRIBED LAND CONTAINS 198.911 ACRES MORE OR LESS.

EXHIBIT "B"


City of ALACHUA
the good life community
Adopted Zoning Map for Briarwood Town Center
Amendment to Zoning Atlas (Rezoning)
Legend
Subject Property
Municipal Boundary
ZONING
CSV
A
CBD
CN
CC
CI
CP
GF
ILW
IG
OR
PD-COMM
PD-R
PUD
RMF-8
RMF-15
RSF-1
RSF-3
RSF-4
RSF-6
A(COUNTY)
PD(COUNTY)
MP(COUNTY)
Parcels
N
Single Family Residential (R-1)
Agricultural (A)
NW 177 AV
NW US HWY 441
NW 173 ST
Administrative and Professional (AP)
0
1,550
3,100
6,200
Feet

SEE OR BOOK 39 PAGE 20

EXHIBIT "C"



PRELIMINARY SUBDIVISION PLAT
FOR
BRIARWOOD PHASE 4

CITY OF ALACHUA, FLORIDA

PARCEL ID NO.:
03044-010-002, 03044-012-001, 03044-012-003, 03044-012-004 AND 03044-012-005

17000 BLOCK NW COUNTY ROAD 235A

FOR

TROON DEVELOPMENT, LLC
643 EGRET PLACE DRIVE
WINTER GARDEN, FLORIDA 34787
PH (407) 756-0058

PROJECT TEAM MEMBERS:

APPLICANT
TROON DEVELOPMENT, LLC
643 EGRET PLACE DRIVE
WINTER GARDEN, FL 34787
PHONE: (407) 756-0058

ENGINEER
SPRUCE CREEK CIVIL ENGINEERING, INC.
1982 STATE ROAD 44, SUITE 360
NEW SMYRNA BEACH, FL 32168
PHONE: (407) 325-5579

PROPERTY OWNER
FLORIDA TIMBER CO.
PO BOX 357133
GAINESVILLE, FL 32635

SURVEYOR
CHW PROFESSIONAL CONSULTANTS, INC.
11801 REASEARCH DRIVE
ALACHUA, FL 32615
PHONE: (352) 331-1976

LANDSCAPE ARCHITECT
TBD

LEGAL DESCRIPTION (PROVIDED BY SURVEYOR):

LEGAL DESCRIPTION:
A TRACT OF LAND BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2293, PAGE 2124 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, 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 SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST; THENCE RUN SOUTH 88°32'57" WEST, ALONG NORTH LINE OF SAID SECTION 8, A DISTANCE OF 3008.55 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 5 AS RECORDED IN PLAT BOOK "O", PAGE 32, OF SAID PUBLIC RECORDS, ALSO BEING THE SOUTHWEST CORNER OF NOELLE ESTATES REPLAT PHASE 1, AS RECORDED IN PLAT BOOK "S", PAGE 55, OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID NORTH LINE OF SAID SECTION 8, RUN SOUTH 04°20'12" EAST, ALONG THE WEST LINE OF THE EAST 1/2 (HALF) OF SAID SECTION 8, A DISTANCE OF 1336.34 FEET TO A POINT ON THE NORTH LINE OF THE NORTH ONE-QUARTER (1/4) OF THE SOUTHEAST ONE-QUARTER (1/4) OF SAID SECTION 8, AND THE POINT OF BEGINNING; THENCE RUN NORTH 88°33'28" EAST, A DISTANCE OF 1576.94 FEET; THENCE RUN SOUTH 00°39'36" EAST, A DISTANCE OF 439.45 FEET; THENCE RUN NORTH 88°30'35" EAST, A DISTANCE OF 402.04 FEET TO A POINT ON THE WEST LINE OF SANTA FE HILLS SUBDIVISION, AS RECORDED IN PLAT BOOK 'E', PAGE 73 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 00°51'10" EAST, ALONG SAID WEST LINE OF SAID SUBDIVISION, A DISTANCE OF 639.78 FEET; THENCE RUN NORTH 89°56'25" WEST, A DISTANCE OF 602.23 FEET TO THE NORTHEAST CORNER OF PARCEL 1, WINDSOR FARMS, AN UNRECORDED SUBDIVISION; THENCE RUN NORTH 58°37'56" WEST, A DISTANCE OF 1.94 FEET; THENCE RUN NORTH 68°55'46" WEST, A DISTANCE OF 60.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 145.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 13°19'48" EAST, 39.06 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°28'53", AN ARC LENGTH OF 39.18 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID CURVE, RUN SOUTH 89°35'24" WEST, A DISTANCE OF 134.21 FEET; THENCE RUN NORTH 00°24'36" WEST, A DISTANCE OF 275.00 FEET; THENCE RUN SOUTH 89°35'24" WEST, A DISTANCE OF 1151.70 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF (1/2) OF SAID SECTION 8; THENCE RUN NORTH 04°25'01" WEST, ALONG THE SAID WEST LINE OF THE EAST HALF (1/2) OF SAID SECTION 8, A DISTANCE OF 704.07 FEET TO THE POINT OF BEGINNING.

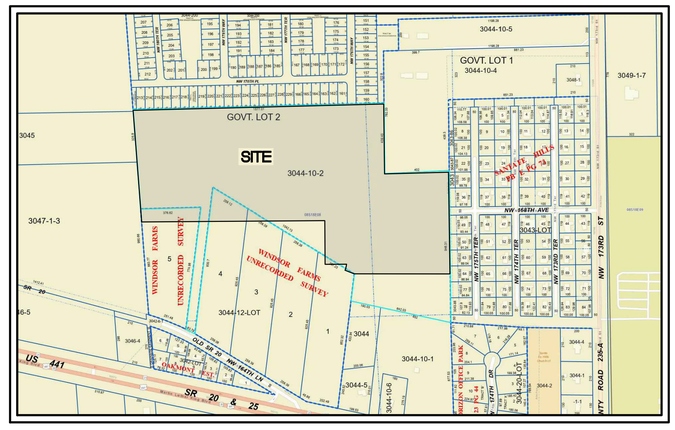
CONTAINING 34.17 ACRES, MORE OR LESS.

INDEX OF SHEETS

SHEET NO.	SHEET TITLE
1	COVER
2	LAND USE PLAN
3	OVERALL SITE PLAN
4	LANDSCAPE BUFFER PLAN
5	SITE PLAN 1 OF 3
6	SITE PLAN 2 OF 3
7	SITE PLAN 3 OF 3
8	MASTER UTILITY PLAN
9	UTILITY PLAN 1 OF 3
10	UTILITY PLAN 2 OF 3
11	UTILITY PLAN 3 OF 3
12	DRAINAGE PLAN 1 OF 3
13	DRAINAGE PLAN 2 OF 3
14	DRAINAGE PLAN 3 OF 3
15	DETAILS
16	PRE DRAINAGE BASIN MAP
17	POST DRAINAGE BASIN MAP

SPRUCE CREEK
Civil Engineering, Inc
1982 STATE ROAD 44, SUITE 360
NEW SMYRNA BEACH, FLORIDA 32168
PHONE (407) 325-5579

VICINITY MAP
1" = 450'



DAVID F. GLUNT
LICENSE
No. 57459
STATE OF FLORIDA
PROFESSIONAL ENGINEER
DAVID F. GLUNT, P.E. No. 57459
CERTIFICATION NO. 33151

NOT FOR FINAL RECORDING

2022-03 BRIARWOOD PHASE 4

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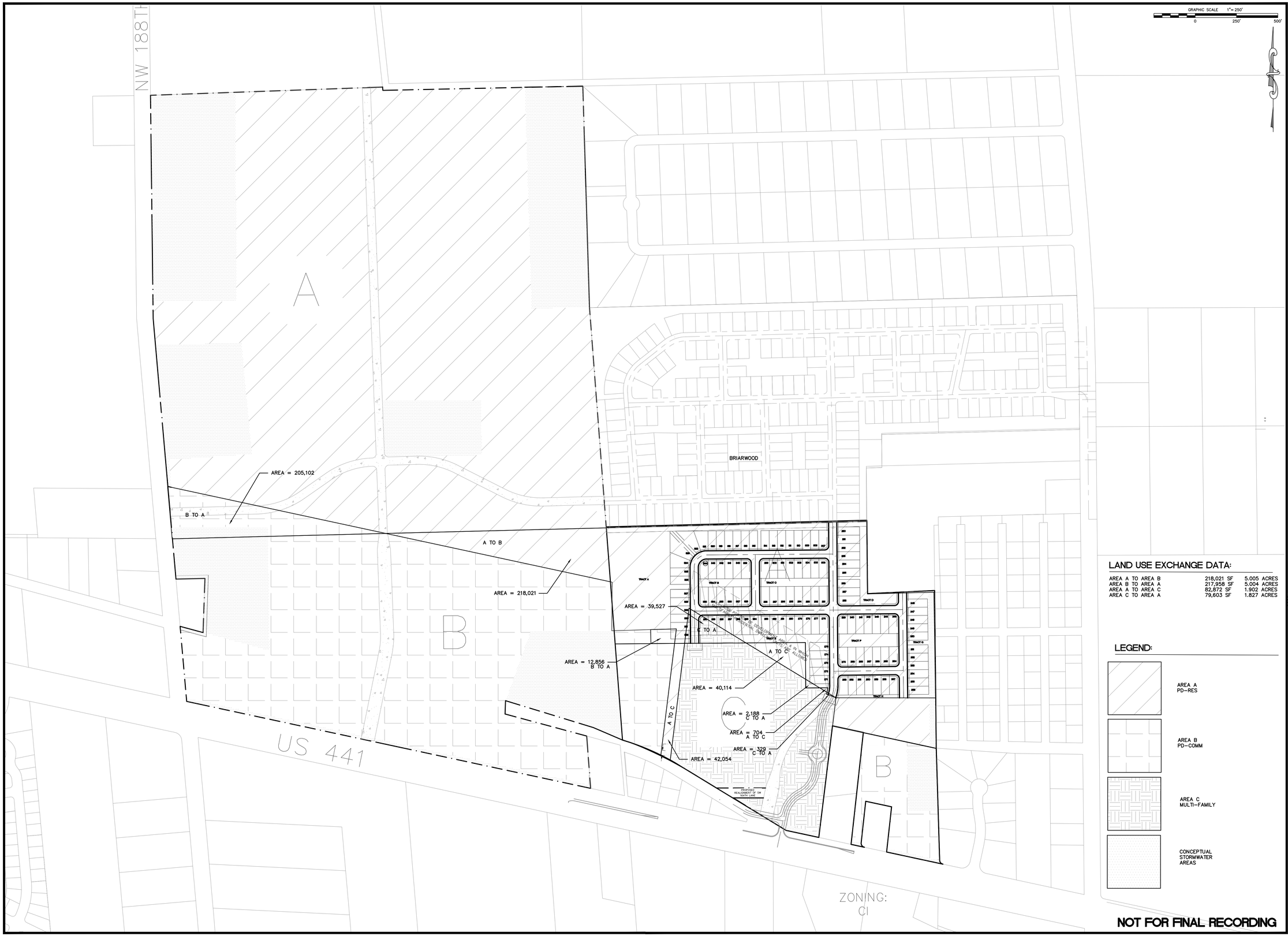


LAND USE EXCHANGE DATA:

AREA A TO AREA B	218,021 SF	5.005 ACRES
AREA B TO AREA A	217,958 SF	5.004 ACRES
AREA A TO AREA C	82,872 SF	1.902 ACRES
AREA C TO AREA A	79,603 SF	1.827 ACRES

LEGEND:

AREA A
PD–RES

AREA B
PD–COMM

AREA C
MULTI–FAMILY

CONCEPTUAL
STORMWATER
AREAS

NOT FOR FINAL RECORDING

SPRUCE CREEK
Civil Engineering, Inc
1982 State Road 44
Suite 360
New Smyrna Beach, Florida 32168
(407) 325–5579

LAND USE PLAN
FOR
BRIARWOOD PHASE 4
CITY OF ALACHUA FLORIDA

OWNER(S):
TROON DEVELOPMENT, LLC
643 EGRET PLACE DRIVE
WINTER GARDEN, FL 34787
(407) 756–0038

ENGINEER'S CERTIFICATE OF AUTHORIZATION
DAVID E. SELENT, P.E.
No. 57459
STATE OF FLORIDA
PROFESSIONAL ENGINEER
DAVID E. SELENT FL #57459
CERTIFICATE OF AUTHORIZATION NO. 33151

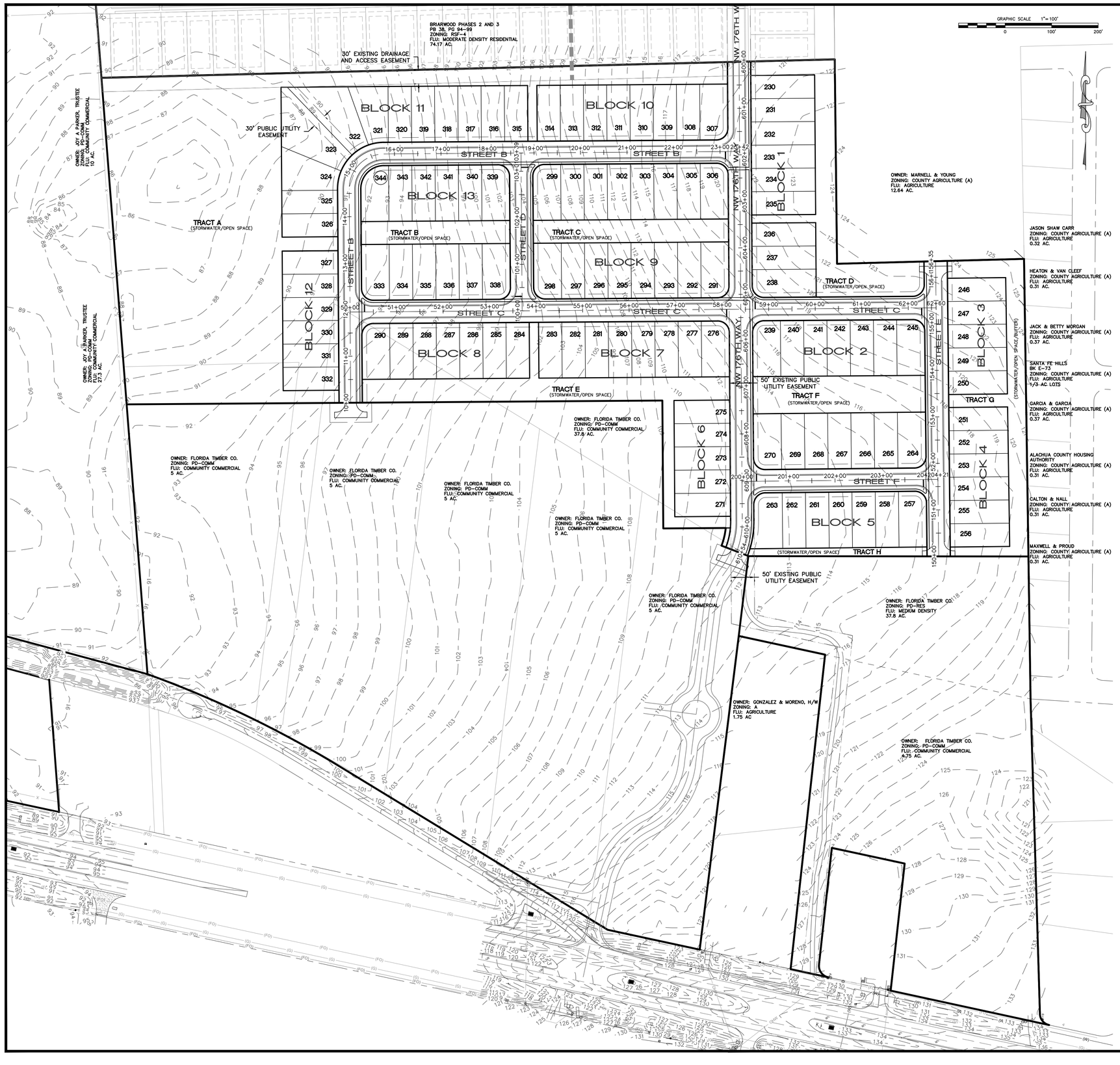
	DATE	REVISIONS
1.	06/22/23	REVISIONS PER CITY COMMENTS DATED 6/21/23
2.	06/30/23	REVISIONS PER OWNER CHANGES TO PHASE 4 PLAN
3.	08/30/23	REVISIONS PER CITY COMMENTS DATED 8/16/23
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		

JOB # 2023-003
DATE: 7/11/23
SCALE: 1" = 250'
DESIGNED BY: DEG
DRAWN BY: DEG
APPROVED BY: DEG

C-101

2 OF 15

C:\Users\david\OneDrive - scciv.com\Projects\2022-003 Briarwood Phase 4\Drawings\PSP\LAND USE EXCHANGE PLAN.dwg Layout:2 LAND USE PLAN Plotted:9/22/2023 2:44 PM By:david



TRACT TABLE			
TRACT NAME	AREA (AC)	USE	OWNED/MAINTAINED
TRACT A	6.92	STORMWATER/OPEN SPACE	HOA
TRACT B	0.36	STORMWATER/OPEN SPACE	HOA
TRACT C	0.48	STORMWATER/OPEN SPACE	HOA
TRACT D	0.99	STORMWATER/OPEN SPACE	HOA
TRACT E	1.19	STORMWATER/OPEN SPACE	HOA
TRACT F	0.68	STORMWATER/OPEN SPACE	HOA
TRACT G	0.84	STORMWATER/OPEN SPACE/BUFFER	HOA
TRACT H	0.16	STORMWATER/OPEN SPACE	HOA
TRACT I	5.60	RIGHT-OF-WAY	CITY OF ALACHUA

SITE DATA:

1. TOTAL PROJECT AREA: 34.17 ACRES
2. PARCEL ID: 03044-010-002, 03044-012-001, 03044-012-003, 03044-012-004 AND 03044-012-005
3. EXISTING ZONING: PD-RES, PLANNED DEVELOPMENT RESIDENTIAL SINGLE FAMILY
4. EXISTING FUTURE LAND USE: MEDIUM DENSITY RESIDENTIAL (MED)
5. MAXIMUM UNITS ALLOWED: 273 UNITS BASED ON UNDERLYING LAND USE 4-8 UNITS PER ACRE
6. PROPOSED UNITS: 115 SINGLE-FAMILY DETACHED (3.37 DU/ACRE)
7. MAX BUILDING HEIGHT: 35 FEET (2 STORIES)
8. LOT SETBACKS (ALL SETBACKS ARE MEASURED FROM THE PROPERTY BOUNDARY):
   FRONT: 20 FEET
   REAR: 15 FEET
   REAR (ACCESSORY) 10 FEET
   STREET SIDE: 15 FEET (5' SIDE YARD + 10' U.E.)
   SIDE: 5 FEET
9. SCHOOL AGE CHILDREN :
   ELEMENTARY: (115 DU X 0.14 CHILD/DU)= 17 CHILDREN
   MIDDLE: (115 DU X 0.06 CHILD/DU)= 7 CHILDREN
   HIGH: (115 DU X 0.08 CHILD/DU)= 10 CHILDREN
   TOTAL SCHOOL AGE CHILDREN: 34 CHILDREN
10. THE SUBJECT PROPERTY CONTAINS 0 AC. OF WETLANDS. AREAS ARE SUBJECT TO CHANGE BASED ON SRWMD APPROVAL.
11. PER FEMA FIRM PANEL NO. 12001C0110D AND 12001C0120D, DATED JUNE 16, 2006, THE SUBJECT PROPERTY IS DESIGNATED ZONE X; AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN.
12. WATER AND SEWER SERVICE WILL BE PROVIDED BY THE CITY OF ALACHUA.
13. NO RECLAIMED WATER SERVICE IS AVAILABLE.
14. UTILITY EASEMENTS DEDICATED TO THE CITY OF ALACHUA SHALL BE PROVIDED OVER ALL WATER MAINS AND FORCE MAINS LOCATED OUTSIDE THE PUBLIC RIGHT OF WAY.
15. ALL UTILITY LINES WILL BE DESIGNED TO MEET THE CITY OF ALACHUA REQUIREMENTS.
16. THE PROPOSED ROADS WILL BE PUBLIC. ROADS ARE DESIGNED TO STREET TYPE STANDARD B PER LDC 7.3.1(A)(2).
17. THE STORMWATER SYSTEM WILL BE DESIGNED TO MEET THE CITY OF ALACHUA AND SRWMD REQUIREMENTS.
18. FIRE PROTECTION WILL BE PROVIDED AND DESIGNED IN ACCORDANCE WITH ALL APPLICABLE ALACHUA COUNTY CODES AND REGULATIONS.
19. THE BRIARWOOD HOMEOWNERS ASSOCIATION WAS CREATED TO PROVIDE FOR MANAGEMENT OF ALL COMMON AREAS AND FACILITIES AND WILL BE RESPONSIBLE FOR THE STORMWATER SYSTEM INCLUDING THE TRANSFER PIPING INSTALLED UNDER ROADS.
20. PROJECT SIGNAGE WILL COMPLY WITH THE CITY OF ALACHUA LAND DEVELOPMENT CODE.
21. OVERALL PROJECT TO BE CONSTRUCTED IN ONE PHASE.
22. NO CHAMPION, HERITAGE OR REGULATED TREES EXIST ON SITE. A TREE SURVEY IN ACCORDANCE WITH SECTION 6.2.1(G) IS NOT REQUIRED.
23. ELECTRIC SERVICE WILL BE PROVIDED BY CLAY ELECTRIC IN 10 FOOT PUBLIC UTILITY EASEMENTS.

RECREATION AREA CALCULATION:

115 LOTS X 2.5 PERSONS/LOT X 5 ACRES/1,000 PERSONS = 1.44 ACRES

OPEN SPACE CALCULATION:

REQUIRED OPEN SPACE:
34.17 ACRES X 10% = 3.42 ACRES

PROVIDED OPEN SPACE:
11.62 ACRES (34%)

NOT FOR FINAL RECORDING

SPRUCE CREEK
Civil Engineering, Inc
1982 State Road 44
Suite 360
New Smyrna Beach, Florida 32168
(407) 325-5579

OVERALL SITE PLAN
FOR
BRIARWOOD PHASE 4
CITY OF ALACHUA FLORIDA

OWNER(S):
TROON DEVELOPMENT, LLC
643 EGRET PLACE DRIVE
WINTER GARDEN, FL 34787
(407) 756-0038

ENGINEER'S CERTIFICATE OF AUTHORIZATION NO. 33151
DAVID E. GUNTER, P.E. No. 57459 STATE OF FLORIDA PROFESSIONAL ENGINEER
CERTIFICATE OF AUTHORIZATION NO. 33151

NO.	DATE	REVISIONS
1	08/02/23	REVISIONS PER CITY COMMENTS DATED 8/18/23.
2	09/22/23	ADD OWNER TO ADJ EAST PROPERTIES PER COM 9/21/22
3		
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JOB # 2023-003
DATE: 7/11/23
SCALE: 1" = 100'
DESIGNED BY: DEG
DRAWN BY: DEG
APPROVED BY: DEG

C-102
3 OF 15

C:\Users\david\OneDrive - sccivil.com\Projects\2022-003 Briarwood Phase 4\Drawings\PSP\OVERALL SITE PLAN.dwg Layout:3 OVERALL SITE PLAN Plotted:9/22/2023 2:44 PM By:david

GRAPHIC SCALE 1"=100'
0 100' 200'

TRACT TABLE			
TRACT NAME	AREA (AC)	USE	OWNED/MAINTAINED
TRACT A	6.92	STORMWATER/OPEN SPACE	HOA
TRACT B	0.36	STORMWATER/OPEN SPACE	HOA
TRACT C	0.48	STORMWATER/OPEN SPACE	HOA
TRACT D	0.99	STORMWATER/OPEN SPACE	HOA
TRACT E	1.19	STORMWATER/OPEN SPACE	HOA
TRACT F	0.68	STORMWATER/OPEN SPACE	HOA
TRACT G	0.84	STORMWATER/OPEN SPACE/BUFFER	HOA
TRACT H	0.16	STORMWATER/OPEN SPACE	HOA
TRACT I	5.60	RIGHT-OF-WAY	CITY OF ALACHUA

BRIARWOOD PHASES 2 AND 3
PB 38, PG 94-99
ZONING: RSF-4
FLU: MODERATE DENSITY RESIDENTIAL
74.17 AC.

30' EXISTING DRAINAGE AND ACCESS EASEMENT

OWNER: JOY A PARKER, TRUSTEE
ZONING: PD-COMM
FLU: COMMUNITY COMMERCIAL
10 AC.

OWNER: JOY A PARKER, TRUSTEE
ZONING: PD-COMM
FLU: COMMUNITY COMMERCIAL
27.3 AC.

30' PUBLIC UTILITY EASEMENT

BLOCK 11 (322, 321, 320, 319, 318, 317, 316, 315)
BLOCK 10 (314, 313, 312, 311, 310, 309, 308, 307)
BLOCK 13 (344, 343, 342, 341, 340, 339)
BLOCK 9 (299, 300, 301, 302, 303, 304, 305, 306)
BLOCK 12 (327, 328, 329, 330, 331, 332)
BLOCK 8 (290, 289, 288, 287, 286, 285, 284)
BLOCK 7 (283, 282, 281, 280, 279, 278, 277, 276)
BLOCK 1 (230, 231, 232, 233, 234, 235, 236, 237, 238)
BLOCK 2 (239, 240, 241, 242, 243, 244, 245)
BLOCK 3 (246, 247, 248, 249, 250)
BLOCK 4 (251, 252, 253, 254, 255, 256)
BLOCK 5 (263, 262, 261, 260, 259, 258, 257)
BLOCK 6 (275, 274, 273, 272, 271)

STREET A
STREET B
STREET C
STREET D
STREET E
STREET F
NW 176TH WAY

TRACT A (STORMWATER/OPEN SPACE)
TRACT B (STORMWATER/OPEN SPACE)
TRACT C (STORMWATER/OPEN SPACE)
TRACT D (STORMWATER/OPEN SPACE)
TRACT E (STORMWATER/OPEN SPACE)
TRACT F (STORMWATER/OPEN SPACE)
TRACT G (STORMWATER/OPEN SPACE/BUFFER)
TRACT H (STORMWATER/OPEN SPACE)

50' EXISTING PUBLIC UTILITY EASEMENT

OWNER: MARNELL & YOUNG
ZONING: COUNTY AGRICULTURE (A)
FLU: AGRICULTURE
12.64 AC.

JASON SHAW CARR
ZONING: COUNTY AGRICULTURE (A)
FLU: AGRICULTURE
0.32 AC.

HEATON & VAN CLEEF
ZONING: COUNTY AGRICULTURE (A)
FLU: AGRICULTURE
0.31 AC.

40' WIDE TYPE D LANDSCAPE BUFFER
STORMWATER IS ALLOWED IN THE BUFFER
PER PD ORDINANCE.

JACK & BETTY MORGAN
ZONING: COUNTY AGRICULTURE (A)
FLU: AGRICULTURE
0.37 AC.

SANTA FE HILLS
BK E-73
ZONING: COUNTY AGRICULTURE (A)
FLU: AGRICULTURE
+/3 AC LOTS

GARCIA & GARCIA
ZONING: COUNTY AGRICULTURE (A)
FLU: AGRICULTURE
0.37 AC.

ALACHUA COUNTY HOUSING AUTHORITY
ZONING: COUNTY AGRICULTURE (A)
FLU: AGRICULTURE
0.31 AC.

CALTON & NALL
ZONING: COUNTY AGRICULTURE (A)
FLU: AGRICULTURE
0.31 AC.

MAXWELL & PROUD
ZONING: COUNTY AGRICULTURE (A)
FLU: AGRICULTURE
0.31 AC.

OWNER: FLORIDA TIMBER CO.
ZONING: PD-COMM
FLU: COMMUNITY COMMERCIAL
37.8 AC.

OWNER: FLORIDA TIMBER CO.
ZONING: PD-COMM
FLU: COMMUNITY COMMERCIAL
5 AC.

OWNER: FLORIDA TIMBER CO.
ZONING: PD-COMM
FLU: COMMUNITY COMMERCIAL
5 AC.

OWNER: FLORIDA TIMBER CO.
ZONING: PD-COMM
FLU: COMMUNITY COMMERCIAL
5 AC.

OWNER: FLORIDA TIMBER CO.
ZONING: PD-COMM
FLU: COMMUNITY COMMERCIAL
5 AC.

OWNER: FLORIDA TIMBER CO.
ZONING: PD-RES
FLU: MEDIUM DENSITY
37.8 AC.

OWNER: GONZALEZ & MORENO, H/W
ZONING: A
FLU: AGRICULTURE
1.75 AC

OWNER: FLORIDA TIMBER CO.
ZONING: PD-COMM
FLU: COMMUNITY COMMERCIAL
4.79 AC.

NOT FOR FINAL RECORDING

SPRUCE CREEK
Civil Engineering, Inc
1982 State Road 44
Suite 360
New Smyrna Beach, Florida 32168
(407) 325-5579

LANDSCAPE BUFFER PLAN
FOR
BRIARWOOD PHASE 4
CITY OF ALACHUA FLORIDA

OWNER(S):
TROON DEVELOPMENT, LLC
643 EGRET PLACE DRIVE
WINTER GARDEN, FL 34787
(407) 756-0038

ENGINEER'S SEAL
DAVID E. GLUNT
LICENSE
No. 57459
STATE OF FLORIDA
PROFESSIONAL ENGINEER
DAVID E. GLUNT, P.E. No. 57459
CERTIFICATE OF AUTHORIZATION NO. 33151

1	08/30/23	REVISIONS PER CITY COMMENTS DATED 8/16/23
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	DATE	REVISIONS

JOB # 2023-003
DATE: 7/11/23
SCALE: 1" = 100'
DESIGNED BY: DEG
DRAWN BY: DEG
APPROVED BY: DEG

C-102A
4 OF 15

C:\Users\david\OneDrive - scciv.com\Projects\2022-003 Briarwood Phase 4\Drawings\PSP\OVERALL SITE PLAN.dwg Layout:4 LANDSCAPE BUFFER PLAN Plotted:9/22/2023 2:54 PM By:david

GRAPHIC SCALE 1"= 40'
0 40' 80'

INV OUT: 109.80 P-41

DROP CURB (TYP.)
FDOT SP 520-001

10' PROPOSED PUBLIC UTILITY EASEMENT (TYP.)

5' SIDEWALK

STOP SIGN, BAR AND CROSSWALK (TYP.)

50' RIGHT-OF-WAY
STREET B

50' RIGHT-OF-WAY
STREET C

STREET D

STREET E

NW 176TH WAY

50' EXISTING PUBLIC UTILITY EASEMENT

TRACT C
(STORMWATER/OPEN SPACE)
TRACT C
20,704 SF
0.48 AC

TRACT D
(STORMWATER/OPEN SPACE)
TRACT D
42,931 SF
0.99 AC
10' UTILITY EASEMENT

TRACT E
(STORMWATER/OPEN SPACE)
TRACT E
51,771 SF
1.19 AC

TRACT F
(STORMWATER/OPEN SPACE)
TRACT F
29,441 SF
0.68 AC

TRACT G
(STORMWATER/OPEN SPACE/BUFFER)
TRACT G
36,558 SF
0.84 AC

TRACT
243,735 SF
5.60 AC

TEMPORARY T-TURN AROUND
AND END OF ROADWAY MARKERS

24' ASPHALT PAVEMENT (TYP.)

15' LANDSCAPE AREA WITH NATURAL VEGETATION OR TYPE D BUFFER

40' LANDSCAPE BUFFER WITH STORMWATER

NOT FOR FINAL RECORDING

TYPICAL LOT SETBACKS
SCALE: 1" = 20'

LOT TABLE	
LOT NO.	AREA (SF)
230	6870
231	6870
232	6870
233	6870
234	6870
235	6870
236	6870
237	6870
238	8109
239	7066
240	6000
241	6000
242	6000
243	6000
244	6000
245	7090
246	6263
247	6281
248	6292
249	6303

LOT TABLE	
LOT NO.	AREA (SF)
250	6314
251	6332
252	6343
253	6354
254	6366
255	6377
256	6388
257	7066
258	6000
259	6000
260	6000
261	6000
262	6000
263	7413
264	7143
265	6000
266	6000
267	6000
268	6000
269	6000

LOT TABLE	
LOT NO.	AREA (SF)
270	7088
271	6000
272	6000
273	6000
274	6000
275	6000
276	7066
277	6000
278	6000
279	6000
280	6000
281	6000
282	6000
283	6000
284	6000
285	6000
286	6000
287	6000
288	6000
289	6000

LOT TABLE	
LOT NO.	AREA (SF)
290	7066
291	7066
292	6000
293	6000
294	6000
295	6000
296	6000
297	6000
298	7066
299	7066
300	6000
301	6000
302	6000
303	6000
304	6000
305	6000
306	7066
307	7066
308	6000
309	6000

LOT TABLE	
LOT NO.	AREA (SF)
310	6000
311	6000
312	6000
313	6000
314	6000
315	6000
316	6000
317	6000
318	6000
319	6000
320	6000
321	7937
322	12186
323	13408
324	8479
325	6000
326	6000
327	6000
328	6000
329	6000

LOT TABLE	
LOT NO.	AREA (SF)
330	6000
331	6000
332	6000
333	7066
334	6000
335	6000
336	6000
337	6000
338	7066
339	7066
340	6000
341	6000
342	6000
343	6000
344	6663

SPRUCE CREEK
Civil Engineering, Inc
1982 State Road 44
Suite 360
New Smyrna Beach, Florida 32168
(407) 325-5579

SITE PLAN 1 OF 3
FOR
BRIARWOOD PHASE 4
CITY OF ALACHUA FLORIDA

OWNER(S):
TROON DEVELOPMENT, LLC
643 EGRET PLACE DRIVE
WINTER GARDEN, FL 34787
(407) 756-0038

ENGINEER'S SEAL
D. E. FOLLINT
LICENSE
No. 57459
STATE OF FLORIDA
PROFESSIONAL ENGINEER
DAVID E. FOLLINT, PE 57459
CERTIFICATE OF AUTHORIZATION NO. 33151

	DATE	REVISIONS
1	08/30/23	REVISIONS PER CITY COMMENTS DATED 8/16/23
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JOB # 2023-003
DATE: 7/11/23
SCALE: 1" = 40'
DESIGNED BY: DEG
DRAWN BY: DEG
APPROVED BY: DEG

C-103
5 OF 15

C:\Users\dboyd\Onedrive - sccivil.com\Projects\2022-003 Briarwood Phase 4\Drawings\PSP\SITE PLANS.dwg Layout:5 SITE PLAN 1 OF 3 Plotted:9/22/2023 2:45 PM By:dboyd

STREET C

50' RIGHTOF-WAY

55+00 56+00 57+00 58+00

282 LOT 282 6,000 SF 0.14 AC
281 LOT 281 6,000 SF 0.14 AC
280 LOT 280 6,000 SF 0.14 AC
279 LOT 279 6,000 SF 0.14 AC
278 LOT 278 6,000 SF 0.14 AC
277 LOT 277 6,000 SF 0.14 AC
276 LOT 276 7,066 SF 0.16 AC

CT E
R/OPEN SPACE)

275 LOT 275 6,000 SF 0.14 AC
274 LOT 274 6,000 SF 0.14 AC
273 LOT 273 6,000 SF 0.14 AC
272 LOT 272 6,000 SF 0.14 AC
271 LOT 271 6,000 SF 0.14 AC

TRACT I
243,735 SF
5.60 AC

NW 176TH WAY

59+00 60+00

DROP CURB (TYP.)
FDOT SP 520-001

50' RIGHTOF-WAY

STREET C

24' ASPHALT PAVEMENT (TYP.)

239 LOT 239 7,066 SF 0.16 AC
240 LOT 240 6,000 SF 0.14 AC
241 LOT 241 6,000 SF 0.14 AC
242 LOT 242 6,000 SF 0.14 AC
243 LOT 243 6,000 SF 0.14 AC
244 LOT 244 6,000 SF 0.14 AC
245 LOT 245 7,090 SF 0.16 AC

TRACT F
(STORMWATER/OPEN SPACE)
TRACT F
29,441 SF
0.68 AC

270 LOT 270 7,088 SF 0.16 AC
269 LOT 269 6,000 SF 0.14 AC
268 LOT 268 6,000 SF 0.14 AC
267 LOT 267 6,000 SF 0.14 AC
266 LOT 266 6,000 SF 0.14 AC
265 LOT 265 6,000 SF 0.14 AC
264 LOT 264 7,143 SF 0.16 AC

5' SIDEWALK

STOP SIGN, BAR AND CROSSWALK (TYP.)

10' PROPOSED PUBLIC UTILITY EASEMENT (TYP.)

STREET E

STREET F

201+00 202+00 203+00 204+00 204+21

5' SIDEWALK

50' RIGHTOF-WAY

DROP CURB (TYP.)
FDOT SP 520-001

263 LOT 263 7,413 SF 0.17 AC
262 LOT 262 6,000 SF 0.14 AC
261 LOT 261 6,000 SF 0.14 AC
260 LOT 260 6,000 SF 0.14 AC
259 LOT 259 6,000 SF 0.14 AC
258 LOT 258 6,000 SF 0.14 AC
257 LOT 257 7,066 SF 0.16 AC

DROP CURB (TYP.)
FDOT SP 520-001

TRACT H
6,912 SF
0.16 AC
TRACT H
(STORMWATER/OPEN SPACE)

TEMPORARY T-TURN AROUND AND END OF ROADWAY MARKERS WITH CONSTRUCTION EASEMENT

FUTURE ROAD TO US HWY 441

TEMPORARY T-TURN AROUND AND END OF ROADWAY MARKERS

247 LOT 247 6,281 SF 0.14 AC
248 LOT 248 6,292 SF 0.14 AC
249 LOT 249 6,303 SF 0.14 AC
250 LOT 250 6,314 SF 0.14 AC

TRACT G
(STORMWATER/OPEN SPACE/BUFFER)
TRACT G
36,558 SF
0.84 AC

251 LOT 251 6,332 SF 0.15 AC
252 LOT 252 6,343 SF 0.15 AC
253 LOT 253 6,354 SF 0.15 AC
254 LOT 254 6,366 SF 0.15 AC
255 LOT 255 6,377 SF 0.15 AC
256 LOT 256 6,388 SF 0.15 AC

40' LANDSCAPE BUFFER WITH STORMWATER

15' LANDSCAPE AREA WITH NATURAL VEGETATION OR TYPE D BUFFER

GRAPHIC SCALE 1"= 40'
0 40' 80'

NOT FOR FINAL RECORDING

SPRUCE CREEK
Civil Engineering, Inc
1982 State Road 44
Suite 360
New Smyrna Beach, Florida 32168
(407) 325-5579

SITE PLAN 2 OF 3
FOR
BRIARWOOD PHASE 4
CITY OF ALACHUA FLORIDA

OWNER(S):
TROON DEVELOPMENT, LLC
643 EGRET PLACE DRIVE
WINTER GARDEN, FL 34787
(407) 756-0058

ENGINEER'S CERTIFICATE
DAVID GUMBEL P.E. No. 57459
STATE OF FLORIDA
PROFESSIONAL ENGINEER
CERTIFICATE OF AUTHORIZATION NO. 33151

	DATE	REVISIONS
1	08/30/23	REVISIONS PER CITY COMMENTS DATED 8/16/23
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JOB # 2023-003
DATE: 7/11/23
SCALE: 1" = 40'
DESIGNED BY: DEG
DRAWN BY: DEG
APPROVED BY: DEG

C-104
6 OF 15

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GRAPHIC SCALE 1"= 40'
0 40' 80'

EXISTING L-0910W
100' WIDE EARTHEN WEIR
INV EL. 87.0
SIDE SLOPE 4H:1V

906
36

INV OUT 83.48 P-58

30' EXISTING DRAINAGE AND ACCESS EASEMENT

30' PROPOSED PUBLIC UTILITY EASEMENT

10' PERIMETER MAINTNENCE BERM

TRACT A
(STORMWATER/OPEN SPACE)

TRACT A
301,458 SF
6.92 AC

TRACT A MAINTENANCE ACCESS

LOT 322 12,186 SF 0.28 AC
LOT 323 13,408 SF 0.31 AC
LOT 324 8,479 SF 0.19 AC
LOT 325 6,000 SF 0.14 AC
LOT 326 6,000 SF 0.14 AC
LOT 327 6,000 SF 0.14 AC
LOT 328 6,000 SF 0.14 AC
LOT 329 6,000 SF 0.14 AC
LOT 330 6,000 SF 0.14 AC
LOT 331 6,000 SF 0.14 AC
LOT 332 6,000 SF 0.14 AC

LOT 321 7,937 SF 0.18 AC
LOT 320 6,000 SF 0.14 AC
LOT 319 6,000 SF 0.14 AC
LOT 318 6,000 SF 0.14 AC
LOT 317 6,000 SF 0.14 AC
LOT 316 6,000 SF 0.14 AC
LOT 315 6,000 SF 0.14 AC
LOT 314 6,000 SF 0.14 AC
LOT 313 6,000 SF 0.14 AC
LOT 312 6,000 SF 0.14 AC
LOT 311 6,000 SF 0.14 AC
LOT 310 6,000 SF 0.14 AC

DROP CURB (TYP.)
FDOT FDOT SP 520-001
5' SIDEWALK
STREET B
STOP SIGN, BAR AND CROSSWALK (TYP.)
50' RIGHTOF-WAY

LOT 344 6,663 SF 0.15 AC
LOT 343 6,000 SF 0.14 AC
LOT 342 6,000 SF 0.14 AC
LOT 341 6,000 SF 0.14 AC
LOT 340 6,000 SF 0.14 AC
LOT 339 7,066 SF 0.16 AC
LOT 333 7,066 SF 0.16 AC
LOT 334 6,000 SF 0.14 AC
LOT 335 6,000 SF 0.14 AC
LOT 336 6,000 SF 0.14 AC
LOT 337 6,000 SF 0.14 AC
LOT 338 7,066 SF 0.16 AC

TRACT B
(STORMWATER/OPEN SPACE)
TRACT B
15,775 SF
0.36 AC

STREET B
STREET D

LOT 299 7,066 SF 0.16 AC
LOT 300 6,000 SF 0.14 AC
LOT 301 6,000 SF 0.14 AC
LOT 302 6,000 SF 0.14 AC
LOT 303 6,000 SF 0.14 AC
LOT 298 7,066 SF 0.16 AC
LOT 297 6,000 SF 0.14 AC
LOT 296 6,000 SF 0.14 AC
LOT 295 6,000 SF 0.14 AC
LOT 294 6,000 SF 0.14 AC

TRACT C
(STORMWATER/OPEN SPACE)
TRACT C
20,704 SF
0.48 AC

10' PROPOSED PUBLIC UTILITY EASEMENT (TYP.)

STREET C
DROP CURB (TYP.)
FDOT FDOT SP 520-001
50' RIGHTOF-WAY
24' ASPHALT PAVEMENT (TYP.)

LOT 290 7,066 SF 0.16 AC
LOT 289 6,000 SF 0.14 AC
LOT 288 6,000 SF 0.14 AC
LOT 287 6,000 SF 0.14 AC
LOT 286 6,000 SF 0.14 AC
LOT 285 6,000 SF 0.14 AC
LOT 284 6,000 SF 0.14 AC
LOT 283 6,000 SF 0.14 AC
LOT 282 6,000 SF 0.14 AC
LOT 281 6,000 SF 0.14 AC
LOT 280 6,000 SF 0.14 AC
LOT 279 6,000 SF 0.14 AC

TRACT E
51,771 SF
1.19 AC
(STORMWATER/OPEN SPACE)

TEMPORARY T-TURN AROUND AND END OF ROADWAY MARKERS WITH CONSTRUCTION EASEMENT

NOT FOR FINAL RECORDING

SPRUCE CREEK
Civil Engineering, Inc
1982 State Road 44
Suite 360
New Smyrna Beach, Florida 32168
(407) 325-5579

SITE PLAN 3 OF 3
FOR
BRIARWOOD PHASE 4
CITY OF ALACHUA FLORIDA

OWNER(S):
TROON DEVELOPMENT, LLC
643 EGRET PLACE DRIVE
WINTER GARDEN, FL 34787
(407) 756-0038

ENGINEER:
DAVID E. COLLINS
PROFESSIONAL ENGINEER
No. 57459
STATE OF FLORIDA
DAVID COLLINS, PE #57459
CERTIFICATE OF AUTHORIZATION NO. 33151

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1	08/30/23	REVISIONS PER CITY COMMENTS DATED 8/16/23
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JOB # 2023-003
DATE: 7/11/23
SCALE: 1" = 40'
DESIGNED BY: DEC
DRAWN BY: DEC
APPROVED BY: DEC

C-105
7 OF 15

C:\Users\david\OneDrive - sccivil.com\Projects\2022-003 Briarwood Phase 4\Drawings\PSP\SITE PLANS.dwg Layout:7 SITE PLAN 3 OF 3 Plotted:9/22/2023 2:45 PM By:david

SPRUCE CREEK
Civil Engineering, Inc
1982 State Road 44
Suite 360
New Smyrna Beach, Florida 32168
(407) 325-5579

MASTER UTILITY PLAN
FOR
BRIARWOOD PHASE 4
CITY OF ALACHUA FLORIDA

OWNER(S):
TROON DEVELOPMENT, LLC
645 EORET PLACE DRIVE
WINTER GARDEN, FL 34787
(407) 756-6058

ENGINEER'S SEAL
DAVID E. GOLLNT
LICENSE
No. 57459
STATE OF FLORIDA
PROFESSIONAL ENGINEER
DAVID E. GOLLNT, PE #57459
CERTIFICATE OF AUTHORIZATION NO. 33151

NO.	DATE	REVISIONS
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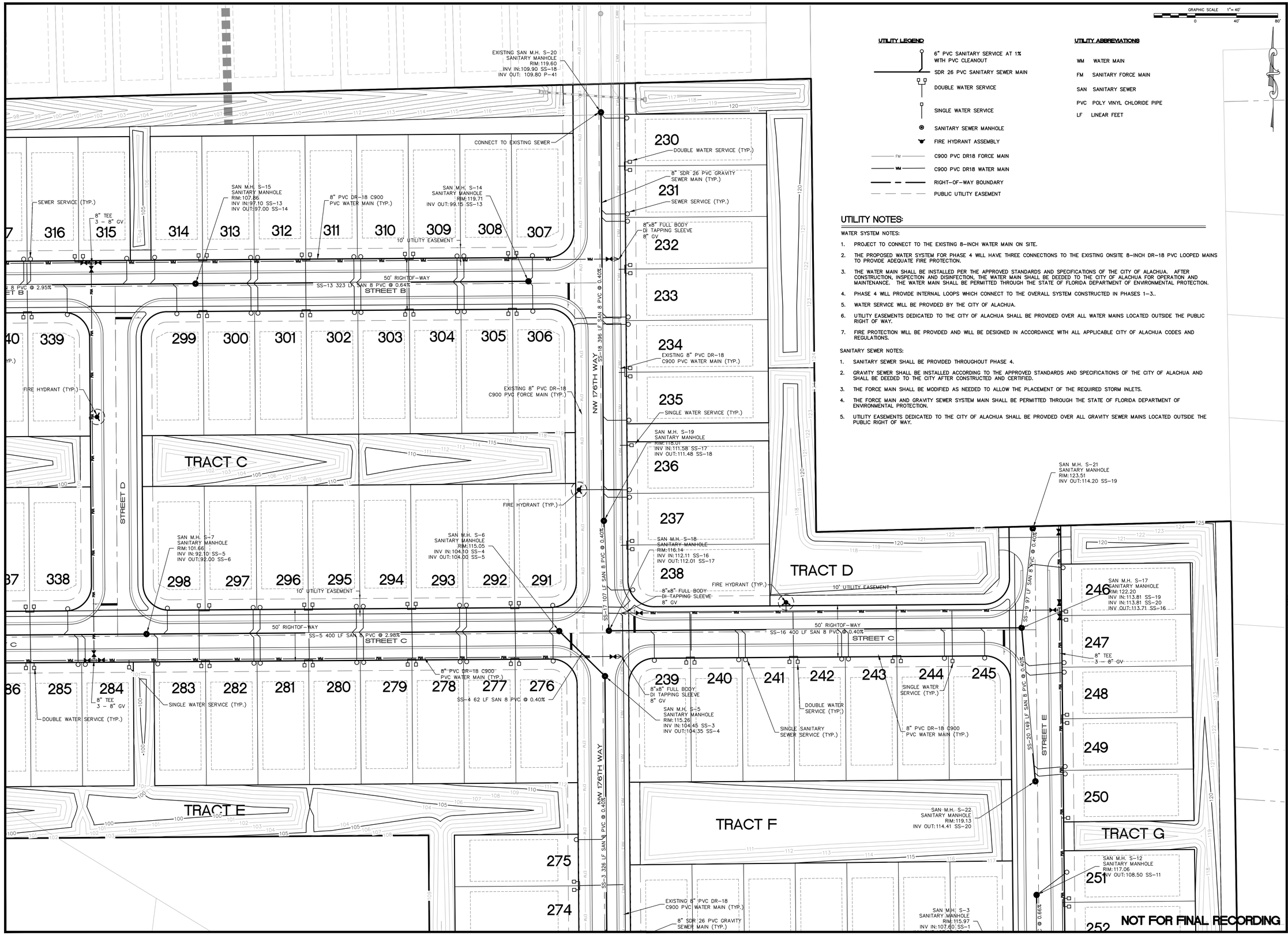
JOB # 2023-003
DATE: 7/11/23
SCALE: 1" = 100'
DESIGNED BY: DEG
DRAWN BY: DEG
APPROVED BY: DEG

C-105A

C:\Users\dgould\OneDrive - sccivil.com\Projects\2022-003 Briarwood Phase 4\Drawings\PSP\UTILITY PLANS.dwg Layout:8 MASTER UTILITY PLAN Plotted:9/22/2023 2:45 PM By:dgould



GRAPHIC SCALE 1"= 40'
0 40' 80'

UTILITY LEGEND

- 6" PVC SANITARY SERVICE AT 1% WITH PVC CLEANOUT
- SDR 26 PVC SANITARY SEWER MAIN
- DOUBLE WATER SERVICE
- SINGLE WATER SERVICE
- SANITARY SEWER MANHOLE
- FIRE HYDRANT ASSEMBLY
- FM — C900 PVC DR18 FORCE MAIN
- WM — C900 PVC DR18 WATER MAIN
- RIGHT-OF-WAY BOUNDARY
- PUBLIC UTILITY EASEMENT

UTILITY ABBREVIATIONS

WM	WATER MAIN
FM	SANITARY FORCE MAIN
SAN	SANITARY SEWER
PVC	POLY VINYL CHLORIDE PIPE
LF	LINEAR FEET

UTILITY NOTES:

WATER SYSTEM NOTES:

1. PROJECT TO CONNECT TO THE EXISTING 8-INCH WATER MAIN ON SITE.
2. THE PROPOSED WATER SYSTEM FOR PHASE 4 WILL HAVE THREE CONNECTIONS TO THE EXISTING ONSITE 8-INCH DR-18 PVC LOOPED MAINS TO PROVIDE ADEQUATE FIRE PROTECTION.
3. THE WATER MAIN SHALL BE INSTALLED PER THE APPROVED STANDARDS AND SPECIFICATIONS OF THE CITY OF ALACHUA. AFTER CONSTRUCTION, INSPECTION AND DISINFECTION, THE WATER MAIN SHALL BE DEEDED TO THE CITY OF ALACHUA FOR OPERATION AND MAINTENANCE. THE WATER MAIN SHALL BE PERMITTED THROUGH THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.
4. PHASE 4 WILL PROVIDE INTERNAL LOOPS WHICH CONNECT TO THE OVERALL SYSTEM CONSTRUCTED IN PHASES 1-3..
5. WATER SERVICE WILL BE PROVIDED BY THE CITY OF ALACHUA.
6. UTILITY EASEMENTS DEDICATED TO THE CITY OF ALACHUA SHALL BE PROVIDED OVER ALL WATER MAINS LOCATED OUTSIDE THE PUBLIC RIGHT OF WAY.
7. FIRE PROTECTION WILL BE PROVIDED AND WILL BE DESIGNED IN ACCORDANCE WITH ALL APPLICABLE CITY OF ALACHUA CODES AND REGULATIONS.

SANITARY SEWER NOTES:

1. SANITARY SEWER SHALL BE PROVIDED THROUGHOUT PHASE 4.
2. GRAVITY SEWER SHALL BE INSTALLED ACCORDING TO THE APPROVED STANDARDS AND SPECIFICATIONS OF THE CITY OF ALACHUA AND SHALL BE DEEDED TO THE CITY AFTER CONSTRUCTED AND CERTIFIED.
3. THE FORCE MAIN SHALL BE MODIFIED AS NEEDED TO ALLOW THE PLACEMENT OF THE REQUIRED STORM INLETS.
4. THE FORCE MAIN AND GRAVITY SEWER SYSTEM MAIN SHALL BE PERMITTED THROUGH THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.
5. UTILITY EASEMENTS DEDICATED TO THE CITY OF ALACHUA SHALL BE PROVIDED OVER ALL GRAVITY SEWER MAINS LOCATED OUTSIDE THE PUBLIC RIGHT OF WAY.

SPRUCE CREEK
Civil Engineering, Inc
1982 State Road 44
Suite 360
New Smyrna Beach, Florida 32168
(407) 325-5579

UTILITY PLAN 1 OF 3

FOR

BRIARWOOD PHASE 4

CITY OF ALACHUA FLORIDA

OWNER(S):
TROON DEVELOPMENT, LLC
643 EGRET PLACE DRIVE
WINTER GARDEN, FL 34787
(407) 756-0058

ENGINEER'S SEAL
DAVID E. GLUNT
LICENSE
No. 57459
STATE OF FLORIDA
PROFESSIONAL ENGINEER
DAVID E. GLUNT, PE NO. 57459
CERTIFICATE OF AUTHORIZATION NO. 33151

	DATE	REVISIONS
1	08/30/23	REVISIONS PER CITY COMMENTS DATED 8/16/23
2		
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JOB # 2023-003
DATE: 7/11/23
SCALE: 1" = 40'
DESIGNED BY: DEG
DRAWN BY: DEG
APPROVED BY: DEG

C-106
9 OF 15

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SS-5 400 LF SAN 8 PVC @ 2.98%

STREET C

8" PVC DR-18 C900 PVC WATER MAIN (TYP.)

SS-4 62 LF SAN 8 PVC @ 0.40%

SS-16 400 LF SAN 8 PVC @ 0.40%

STREET C

8"x8" FULL BODY DI TAPPING SLEEVE 8" GV

SAN M.H. S-5 SANITARY MANHOLE RIM: 115.26 INV IN: 104.45 SS-3 INV OUT: 104.35 SS-4

DOUBLE WATER SERVICE (TYP.)

SINGLE SANITARY SEWER SERVICE (TYP.)

SINGLE WATER SERVICE (TYP.)

8" PVC DR-18 C900 PVC WATER MAIN (TYP.)

SS-20 149 LF SAN 8 PVC @ 0.40%

STREET E

NW 176TH WAY

SS-3 326 LF SAN 8 PVC @ 0.40%

TRACT F

SAN M.H. S-22 SANITARY MANHOLE RIM: 119.13 INV OUT: 114.41 SS-20

TRACT G

SAN M.H. S-12 SANITARY MANHOLE RIM: 117.06 INV OUT: 108.50 SS-11

EXISTING 8" PVC DR-18 C900 PVC WATER MAIN (TYP.)

8" SDR 26 PVC GRAVITY SEWER MAIN (TYP.)

SAN M.H. S-3 SANITARY MANHOLE RIM: 115.97 INV IN: 107.60 SS-1 INV OUT: 107.50 SS-2

SAN M.H. S-4 SANITARY MANHOLE RIM: 111.60 INV IN: 105.85 SS-2 INV IN: 105.85 SS-12 INV OUT: 105.75 SS-3

8"x8" FULL BODY DI TAPPING SLEEVE 8" GV

FIRE HYDRANT (TYP.)

10' UTILITY EASEMENT

SS-11 110 LF SAN 8 PVC @ 0.66%

SS-2 400 LF SAN 8 PVC @ 0.41%

STREET F

SS-12 40 LF SAN 8 PVC @ 0.40%

SS-1 17 LF SAN 8 PVC @ 0.41%

SAN M.H. S-2 SANITARY MANHOLE RIM: 116.19 INV IN: 107.77 SS-10 INV IN: 107.77 SS-11 INV OUT: 107.67 SS-1

SAN M.H. S-13 SANITARY MANHOLE RIM: 111.55 INV OUT: 106.01 SS-12

SINGLE SANITARY SEWER SERVICE (TYP.)

SS-10 165 LF SAN 8 PVC @ 0.40%

TRACT H

SAN M.H. S-11 SANITARY MANHOLE RIM: 116.76 INV OUT: 108.43 SS-10

NOT FOR FINAL RECORDING

GRAPHIC SCALE 1"= 40'
0 40' 80'

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(407) 325-5579

UTILITY PLAN 2 OF 3
FOR
BRIARWOOD PHASE 4
CITY OF ALACHUA FLORIDA

OWNER(S):
TROON DEVELOPMENT, LLC
643 EGRET PLACE DRIVE
WINTER GARDEN, FL 34787
(407) 756-0058

ENGINEER'S CERTIFICATE
PROFESSIONAL ENGINEER
No. 57459
STATE OF FLORIDA
DANIEL GUNNELL P.E. No. 57459
CERTIFICATE OF AUTHORIZATION No. 33151

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DATE: 7/11/23
SCALE: 1" = 40'
DESIGNED BY: DEG
DRAWN BY: DEG
APPROVED BY: DEG

C-107
10 OF 15

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GRAPHIC SCALE 1"= 40'
0 40' 80'

EXISTING SAN M.H. S-1
SANITARY MANHOLE
RIM:88.64
INV IN:83.58 SS-9
INV OUT:83.48 P-58

CONNECT TO EXISTING SEWER

30' PUBLIC UTILITY EASEMENT

SAN M.H. S-16
SANITARY MANHOLE
RIM:92.50
INV IN:86.00 SS-14
INV OUT:84.82 SS-15

SS-15 57 LF SAN 8 PVC @ 0.40%

SEWER SERVICE (TYP.)

8" TEE
3 - 8" GV

SAN M.H. S-15
SANITARY MANHOLE
RIM:107.86
INV IN:97.10 SS-13
INV OUT:97.00 SS-14

8" PVC DR-18 C900
PVC WATER MAIN (TYP.)

DOUBLE WATER SERVICE (TYP.)

10' UTILITY E

50' RIGHTOF-WAY

SS-14 373 LF SAN 8 PVC @ 2.95%
STREET B

SS-13 323 LF SAN 8 PVC @ 0.64%
STREET B

SAN M.H. S-10
SANITARY MANHOLE
RIM:91.13
INV IN:84.92 SS-8
INV IN:84.59 SS-15
INV OUT:84.49 SS-9

SS-8 61 LF SAN 8 PVC @ 0.40%

SANITARY SEWER SERVICE (TYP.)

DOUBLE WATER SERVICE (TYP.)

FIRE HYDRANT (TYP.)

SAN M.H. S-9
SANITARY MANHOLE
RIM:90.99
INV IN:85.26 SS-7
INV OUT:85.16 SS-8

8" SDR 26 PVC GRAVITY
SEWER MAIN (TYP.)

TRACT A

TRACT B

TRACT C

8" PVC DR-18 C900
PVC WATER MAIN (TYP.)

SS-7 282 LF SAN 8 PVC @ 0.40%

STREET B

STREET D

FIRE HYDRANT (TYP.)

SAN M.H. S-8
SANITARY MANHOLE
RIM:92.99
INV IN:86.41 SS-6
INV IN:86.41 SS-21
INV OUT:86.31 SS-7

SEWER SERVICE (TYP.)

SAN M.H. S-7
SANITARY MANHOLE
RIM:101.66
INV IN:92.10 SS-5
INV OUT:92.00 SS-6

10' UTILITY EASEMENT

50' RIGHTOF-WAY

SS-6 400 LF SAN 8 PVC @ 1.50%
STREET C

SS-5 400 LF SAN 8 PVC @ 2.98%
STREET C

8" TEE
3 - 8" GV

SS-21 196 LF SAN 8 PVC @ 0.40%

8" TEE
3 - 8" GV

DOUBLE WATER SERVICE (TYP.)

SINGLE WATER SERVICE (TYP.)

TRACT E

SAN M.H. S-23
SANITARY MANHOLE
RIM:96.07
INV OUT:87.19 SS-21

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SPRUCE CREEK
Civil Engineering, Inc
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Suite 360
New Smyrna Beach, Florida 32168
(407) 325-5579

UTILITY PLAN 3 OF 3

FOR

BRIARWOOD PHASE 4

CITY OF ALACHUA FLORIDA

OWNER(S):
TROON DEVELOPMENT, LLC
643 EGRET PLACE DRIVE
WINTER GARDEN, FL 34787
(407) 756-0058

ENGINEER'S CERTIFICATE
DAVID G. DEVLIN
REGISTERED PROFESSIONAL ENGINEER
No. 57459
STATE OF FLORIDA
CERTIFICATE OF AUTHORIZATION NO. 33151

NO.	DATE	REVISIONS
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JOB # 2023-003
DATE: 7/11/23
SCALE: 1" = 40'
DESIGNED BY: DEG
DRAWN BY: DEG
APPROVED BY: DEG

C-108

11 OF 15

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GRAPHIC SCALE 1"= 40'
0 40' 80'

STORMWATER NOTES:

1. ALL STORMWATER PONDS WILL HAVE DRAINAGE EASEMENTS DEDICATED TO THE CITY OF ALACHUA AND THE SRWMD.
2. ALL STORMWATER PONDS WILL BE DESIGNED AS DRY RETENTION PONDS.
3. STORMWATER EXCESS IS DESIGNED TO OVERFLOW TO THE DOWNSTREAM BASIN.
4. THE SITE IS IN A CLOSED BASIN AND MUST HOLD THE 100 YEAR CRITICAL STORM EVENT.
5. THE SUBJECT PROPERTY CONTAINS 0 AC. OF WETLANDS. AREAS ARE SUBJECT TO CHANGE BASED ON SRWMD APPROVAL.
6. PER FEMA FIRM PANEL NO. 12001C0110D AND 12001C0120D, DATED JUNE 16, 2006, THE SUBJECT PROPERTY IS DESIGNATED ZONE X; AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN.
7. THE STORMWATER SYSTEM WILL BE DESIGNED TO MEET THE CITY OF ALACHUA AND SRWMD REQUIREMENTS.
8. THE BRIARWOOD HOMEOWNERS ASSOCIATION HAS BEEN CREATED TO PROVIDE FOR MANAGEMENT OF ALL COMMON AREAS AND FACILITIES AND WILL BE RESPONSIBLE FOR THE STORMWATER SYSTEM INCLUDING THE TRANSFER PIPING INSTALLED UNDER ROADS.
9. PROJECT TO BE CONSTRUCTED IN ONE PHASE.

SPRUCE CREEK
Civil Engineering, Inc
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DRAINAGE PLAN 1 OF 3
FOR
BRIARWOOD PHASE 4
CITY OF ALACHUA FLORIDA

OWNER(S):
TROON DEVELOPMENT, LLC
643 EGRET PLACE DRIVE
WINTER GARDEN, FL 34787
(407) 756-0038

ENGINEER: DAVID E. SLUNT
No. 57459
STATE OF FLORIDA
PROFESSIONAL ENGINEER
DAVID E. SLUNT, PE #57459
CERTIFICATE OF AUTHORIZATION NO. 33151

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DESIGNED BY: DEG
DRAWN BY: DEG
APPROVED BY: DEG

C-109
12 OF 15

C:\Users\david\OneDrive - sccivil.com\Projects\2022-003 Briarwood Phase 4\Drawings\PSP\DRAINAGE PLANS.dwg Layout:12 DRAINAGE PLAN 1 OF 3 Plotted:9/22/2023 2:46 PM By:david

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SPRUCE CREEK
Civil Engineering, Inc
1982 State Road 44
Suite 360
New Smyrna Beach, Florida 32168
(407) 325-5579

DRAINAGE PLAN 2 OF 3
FOR
BRIARWOOD PHASE 4
CITY OF ALACHUA FLORIDA

OWNER(S):
TROON DEVELOPMENT, LLC
643 EGRET PLACE DRIVE
WINTER GARDEN, FL 34787
(407) 756-6058

ENGINEER'S SEAL
DAVID G. SLUNT
LICENSE
No. 57459
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PROFESSIONAL ENGINEER
DAVID SLUNT PE 57459
CERTIFICATE OF AUTHORIZATION NO. 33151

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DESIGNED BY: DEG
DRAWN BY: DEG
APPROVED BY: DEG

C-110
13 OF 15

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GRAPHIC SCALE 1"= 40'
0 40' 80'

EXISTING L-0910W
100' WIDE EARTHEN WEIR
INV EL. 87.0
SIDE SLOPE 4H:1V

906
36

EXISTING DRY RETENTION POND
TOP 87 BOTTOM 85

INV OUT 83.48 L 58

DRAINAGE BASIN 135
AREA = 4.07 AC

EXISTING DRY RETENTION POND

EXISTING DRY RETENTION POND

DRAINAGE BASIN 149
AREA = 0.76 AC

DRAINAGE BASIN 412
AREA = 0.55 AC

DRY RETENTION POND
TOP 105 BOTTOM 104

DRAINAGE BASIN 148
AREA = 0.67 AC

10' WIDE BERM
EL. 87.0'

10' WIDE WEIR EL. 86.0'

TRACT A
DRY RETENTION POND
TOP 87 BOTTOM 84

DRAINAGE BASIN 404
AREA = 10.72 AC

MANHOLE (TYP.)

STS-21
TYPE 1 INLET (TYP.)

STS-41
DOUBLE CLOSED
FLUME INLET (TYP.)

STS-19

5' SIDEWALK

STREET B

STS-37

STS-20

STS-18

DRAINAGE BASIN BOUNDARY (TYP.)

DRAINAGE BASIN 403
AREA = 4.69 AC

DRAINAGE BASIN 402
AREA = 0.77 AC

TYPE 2 INLET (TYP.)

STS-27

TYPE C STORM INLET (TYP.)

U-TYPE END WALL (TYP.)

STS-28

TYPE C STORM INLET (TYP.)

STS-46

TRACT B
DRY RETENTION POND
TOP 92 BOTTOM 90

STS-29

TRACT C
DRY RETENTION POND
TOP 104 BOTTOM 101

STS-47

STS-32

SP-24

STS-31

STS-30

HDPE STORM PIPE (TYP.)

U-TYPE END WALL (TYP.)

STREET B

STREET D

STS-40

STS-23

STS-17

STS-26

STREET C

STS-42

STS-22

STS-16

STS-25

STS-24

DOUBLE CLOSED
FLUME INLET (TYP.)

DRAINAGE BASIN 410
AREA = 0.76 AC

DRAINAGE BASIN 409
AREA = 0.64 AC

STS-45

STS-44

STS-43

DRY RETENTION POND
TOP 96 BOTTOM 94

DRY RETENTION POND
TOP 101 BOTTOM 100

TRACT E

DRY RETENTION POND
TOP 105 BOTTOM 104

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SPRUCE CREEK
Civil Engineering, Inc
1982 State Road 44
Suite 360
New Smyrna Beach, Florida 32168
(407) 325-5579

DRAINAGE PLAN 3 OF 3
FOR
BRIARWOOD PHASE 4
CITY OF ALACHUA FLORIDA

OWNER(S):
TROON DEVELOPMENT, LLC
643 EGRET PLACE DRIVE
WINTER GARDEN, FL 34787
(407) 756-0038

ENGINEER: DAVID L. DEESE, JR. P.E.
STATE OF FLORIDA PROFESSIONAL ENGINEER No. 57459
DAVID L. DEESE, JR. FLORIDA P.E. NO. 57459
CERTIFICATE OF AUTHORIZATION NO. 33151

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SCALE: 1" = 40'
DESIGNED BY: DEG
DRAWN BY: DEG
APPROVED BY: DEG

C-111
14 OF 15

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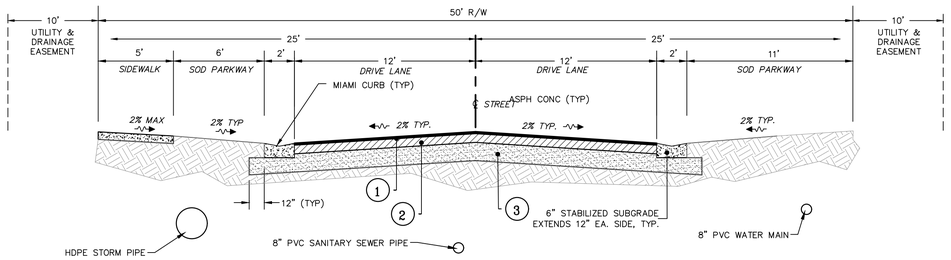
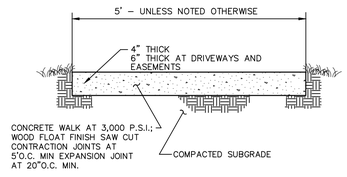


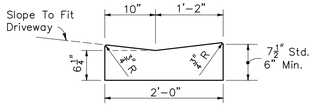
1. 1-1/2" TYPE SP-9.5 STRUCTURAL COURSE
2. 6" LIMEROCK OR CRUSHED CONCRETE BASE
3. STABILIZED TO A MINIMUM DEPTH OF 12 INCHES AND BE COMPACTED TO 98 PERCENT OF MAXIMUM DENSITY IN ACCORDANCE WITH AASHTO METHOD T-180 WITH A LIMEROCK BEARING RATIO (LBR) OF 40

LIMEROCK BASE:
OCALA LIMEROCK, OR ITS EQUIVALENT, WITH A MINIMUM LIMEROCK BEARING RATIO (LBR) OF 100, COMPACTED TO 98 PERCENT OF MAXIMUM DENSITY IN ACCORDANCE WITH AASHTO METHOD T-180.

901A / – TYPICAL SECTION, LOCAL SUBDIVISION ROADS
TYPE B LOCAL
NOT TO SCALE

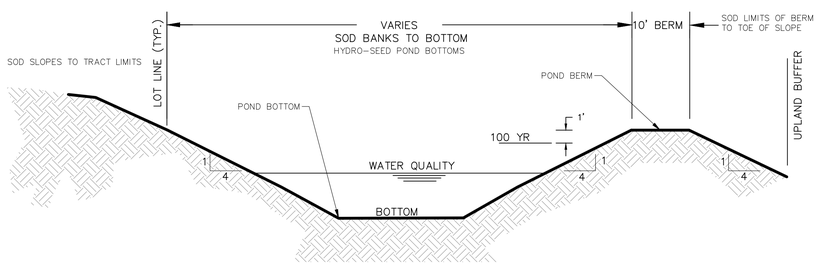


907 / – CONCRETE WALK
N.T.S.



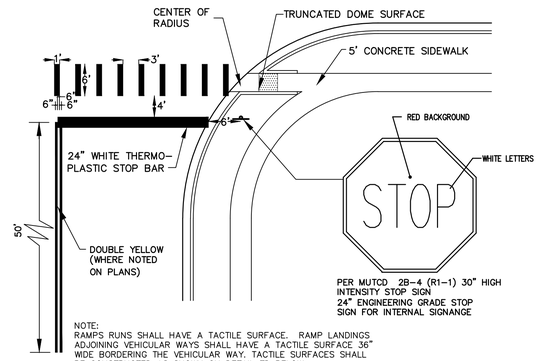
For curb, gutter, curb and gutter and traffic separators provide $\frac{1}{8}$"–$\frac{1}{4}$" contraction joints at 10' centers (max.). Contraction joints adjacent to concrete pavement on tangents and flat curves are to match the pavement joints, with intermediate joints not to exceed 10' centers.

520 / 001 DROP CURB
N.T.S.



CONTRACTOR TO ROUGH GRADE POND BOTTOMS AND NOTIFY THE GEOTECHNICAL ENGINEER TO PROVIDE BORINGS TO ENSURE THAT THE MATERIAL TO 5 FEET BELOW ARE SANDY SOILS. IF CLAY IS ENCOUNTERED THE CONTRACTOR WILL BE REQUIRED TO UNDERCUT THE PONDS BY 5 FEET. CONTRACTOR TO BACKFILL WITH ONSITE SANDY SOILS OR IMPORTED CLEAN SAND FILL. IMPORTED FILL, IF REQUIRED, SHOULD CONSIST OF CLEAN SAND WITH LESS THAN 3% PASSING THE NO. 200 SIEVE. POND BOTTOMS SHOULD BE SCARIFIED AND LEFT IN A RELATIVELY UNCOMPACTED STATE. SEE THE GEOTECHNICAL REPORT BY YOVAISH ENGINEERING SERVICES, LLC. SEE THE GRADING PLAN FOR OVER-EXCAVATION AREA.

903 / – DRY DETENTION POND TYPICAL CROSS SECTION
NOT TO SCALE

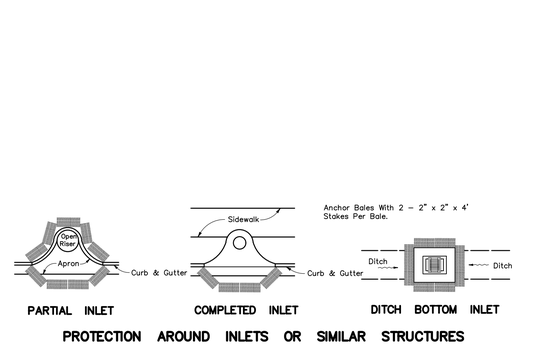


PER MUTCD 2B-4 (R1-1) 30" HIGH INTENSITY STOP SIGN
24" ENGINEERING GRADE STOP SIGN FOR INTERNAL SIGNAGE

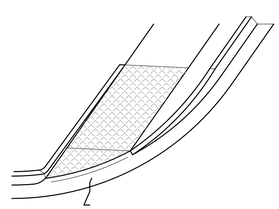
NOTE:
RAMPS RUNS SHALL HAVE A TACTILE SURFACE. RAMP LANDINGS ADJOINING VEHICULAR WAYS SHALL HAVE A TACTILE SURFACE 36" WIDE BORDERING THE VEHICULAR WAY. TACTILE SURFACES SHALL BE CONSTRUCTED AS SHOWN ON DETAIL TD BELOW.

SIDEWALK RAMP SHALL MATCH FDOT INDEX 304.

212 / C301 STOP SIGN, BAR AND CROSSWALK
N.T.S.



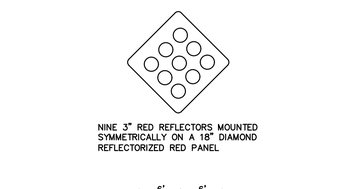
PLAN VIEW



PICTORIAL VIEW

NOTE:
RAMPS RUNS SHALL HAVE A TACTILE SURFACE. RAMP LANDINGS ADJOINING VEHICULAR WAYS SHALL HAVE A TACTILE SURFACE 36" WIDE BORDERING THE VEHICULAR WAY. TACTILE SURFACES SHALL BE CONSTRUCTED USING PAVERS WITH A TEXTURE DEPTH NOT EXCEEDING 1/8". TRANSITION SLOPES ARE NOT TO HAVE TACTILE SURFACES. PER FDOT STANDARD PLANS 522-002.

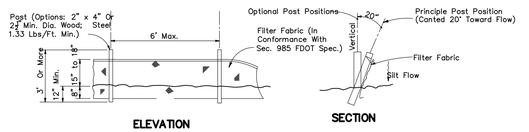
522 / 001 RAMPS FOR PEDESTRIAN TRAFFIC FDOT CR-F
N.T.S.



328 / – END OF ROADWAY MARKERS
N.T.S.

PARTIAL INLET | COMPLETED INLET | DITCH BOTTOM INLET

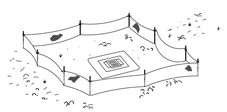
PROTECTION AROUND INLETS OR SIMILAR STRUCTURES



ELEVATION | SECTION

Note: Silt Fence to be paid for under the contract unit price for Staked Silt Fence (LF).

TYPE III SILT FENCE



Type III Silt Fence Protection Around Ditch Bottom Inlets.

Note: Spacing for Type III Fence to be in accordance with Chart –, Sheet 1 of 3 and ditch installations at drainage structures Sheet 2 of 3.

Type III Silt Fence

Do not deploy in a manner that silt fences will act as a dam across permanent flowing watercourses. Silt fences are to be used at upland locations and turbidity barriers used at permanent bodies of water.

SILT FENCE APPLICATIONS

102 / – BALED HAY OR STRAW BARRIERS AND SILT FENCES
N.T.S.

NOT FOR FINAL RECORDING

SPRUCE CREEK
Civil Engineering, Inc
1982 State Road 44
Suite 360
New Smyrna Beach, Florida 32168
(407) 325-5579

DETAILS
FOR
BRIARWOOD PHASE 4
CITY OF ALACHUA FLORIDA

OWNER(S):
TROON DEVELOPMENT, LLC
643 EGRET PLACE DRIVE
WINTER GARDEN, FL 34787
(407) 756-0058

ENGINEER'S LICENSE
DAVID E. SLUNT
No. 57459
STATE OF FLORIDA
PROFESSIONAL ENGINEER
DAVID E. SLUNT, P.E. (FLORIDA PE NO. 57459)
CERTIFICATE OF AUTHORIZATION NO. 33151

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JOB # 2023-003
DATE: 7/11/23
SCALE: NTS
DESIGNED BY: DEG
DRAWN BY: DEG
APPROVED BY: DEG

C-301
15 OF 15

C:\Users\david\OneDrive - sccivil.com\Projects\2022-003 Briarwood Phase 4\Drawings\PSP\DETAILS.dwg Layout:15 DETAILS Plotted:9/22/2023 2:46 PM By:davd

City of ALACHUA

THE GOOD LIFE COMMUNITY

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

Major Subdivision – Preliminary Plat Application

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

A. PROJECT

1. Project Name: BRIARWOOD PHASE 4
2. Pre-Application Conference Date: MAY 30, 2023
3. Neighborhood Meeting Date: JULY 17, 2023
4. Phase/Unit Number (if applicable): PHASE 4
5. Number of proposed lots/dwelling units: 115
6. Housing Type (i.e., attached/detached units): DETACHED SINGLE FAMILY
7. Address of Subject Property: 17000 BLOCK NW COUNTY RD 235A
8. Parcel ID Number(s): 03044-010-002, 03044-012-001, 03044-012-003 THROUGH 005
9. Existing Use of Property: TIMBER
10. Future Land Use Map Designation: MEDIUM DENSITY RESIDENTIAL (MED)
11. Zoning Designation: PD-RES
12. Acreage: 34.17 ACRES

B. APPLICANT

1. Applicant's Status ☐ Owner (title holder) ■ Agent
2. Name of Applicant(s) or Contact Person(s): CRAIG ROUHIER Title: PARTNER
   Company (if applicable): TROON DEVELOPMENT, LLC
   Mailing address: 643 EGRET PLACE DRIVE
   City: WINTER GARDEN State: FL ZIP: 34787
   Telephone: 407 756-0058 FAX: _____ e-mail: CROUHIER@GMAIL.COM
3. If the applicant is agent for the property owner*:
   Name of Owner (title holder): FLORIDA TIMBER CO
   Mailing Address: PO BOX 357133
   City: GAINESVILLE 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: TROON DEVELOPMENT, LLC AND FLORIDA TIMBER CO.
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. Plans, 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 200 feet and one (1) inch equal to 50 feet for detailed plan sheets.
   c. Proposed name of subdivision.
   d. Name, address, telephone number, and email address of the property owner, agent (if applicable), and developer.
   e. Name, address, telephone number, email address, and registration numbers of surveyor of record and professional engineer of record.
   f. Boundary and topographic survey. Survey shall be signed and sealed by the surveyor, and shall be no older than two (2) years.
   g. Vicinity map - indicating general location of the site and major adjacent streets and all adjacent properties, section lines and quarter section lines. The vicinity map shall be drawn to show clearly the information required, but not less than one (1) inch to 2,000 feet.
   h. Legal description of the property to be subdivided.
   i. Zoning of all adjacent property.
   j. Acreage of adjacent land. If adjacent land is within a subdivision, identify the subdivision name, and recording information.
   k. Preliminary layout of subdivision including, at a minimum, the location of streets, easements, lot lines with approximate dimensions, building setbacks for all lots, and land to be reserved or dedicated for public or common uses.
   l. Lot numbers. Additional phases of existing subdivisions shall continue numbering from previous phases.
   m. Proposed method of water supply, sanitary sewer disposal, and electric service.
   n. Natural features, including streams; lakes; wetlands; water courses; and required buffers from such features dimensioned on the preliminary plat; wooded areas; and land designated as a special flood hazard area on FEMA FIRM panels.
   o. Surface drainage and direction of flow and method of detention and retention.
   p. Inscription stating "NOT FOR FINAL RECORDING".

2. 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.

3. 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).

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

5. Neighborhood Meeting Materials, including:
   i. Copy of the required published notice (advertisement) – must be published a newspaper of general circulation, as defined in Article 10 of the City's Land Development Regulations;
   ii. Copy of written notice (letter) sent to all property owners within 400 feet and to all persons/organizations registered with the City to receive notice, and a copy of the mailing labels or list of those who received written notice; and,
   iii. Written summary of meeting – must include (1) those in attendance; (2) a summary of the issues related to the development proposal discussed; (3) comments by those in attendance about the development proposal; and, (4) any other information deemed appropriate.

6. If the development will include single family or multifamily residential uses, City of Alachua Public School Student Generation Form.

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

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

9. Proof of payment of taxes.

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

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

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

All 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

Craig Rouhier

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 day of August 7th, 2023, by Craig Rouhier who executed the same and has ____ produced _____ as identification or ☑ is personally known to me.

Signature of Notary

Print Name: Susan Dunn Furdek

Notary Public, State of Florida

My Commission Expires: 8/2/23

SUSAN DUNN FURDEK
Notary Public - State of Florida
Commission # HH 160192
My Comm. Expires Aug 2, 2025
Bonded through National Notary Assn.

BOUNDARY & TOPOGRAPHIC SURVEY

SITUATED IN SECTION 8 AND SECTION 5, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA.

DESCRIPTION:

SUBJECT PARCEL:

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 SECTION 8; THENCE RUN SOUTH 1 DEG. 47 MIN. 45 SEC. EAST, ALONG THE EAST LINE OF SAID SECTION, A DISTANCE OF 3640.22 FEET TO THE NORTH RIGHT-OF-WAY LINE (R/W) OF US HIGHWAY NO. 441; THENCE NORTH 79 DEG. 03 MIN. 19 SEC. WEST, ALONG SAID R/W LINE, A DISTANCE OF 471.55 FEET TO A CONCRETE MONUMENT AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 79 DEG. 03 MIN. 19 SEC. WEST ALONG SAID R/W LINE, A DISTANCE OF 1023.03 FEET; THENCE NORTH 5 DEG. 01 MIN. 39 SEC. EAST, A DISTANCE OF 680.39 FEET; THENCE SOUTH 79 DEG. 03 MIN. 19 SEC. EAST, A DISTANCE OF 452.00 FEET TO A CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF SANTA FE HILLS AS RECORDED IN PLAT BOOK "E", PAGE 73 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE SOUTH 87 DEG. 28 MIN. 57 SEC. EAST, ALONG THE SOUTH LINE OF SAID SUBDIVISION, A DISTANCE OF 477.99 FEET; THENCE SOUTH 1 DEG. 45 MIN. 29 SEC. EAST, A DISTANCE OF 765.55 FEET TO THE NORTH R/W LINE OF US HIGHWAY NO. 441 AND THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY: COMMENCE AT THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, FOR A POINT OF REFERENCE, THENCE RUN ALONG THE EAST LINE OF SAID SECTION 8, SOUTH 01 DEG. 47 MIN. 45 SEC. EAST, 3640.22 FEET TO THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 441, THENCE RUN ALONG SAID RIGHT OF WAY LINE, NORTH 79 DEG. 03 MIN. 19 SEC. WEST, 1274.53 FEET TO AND FOR THE POINT OF BEGINNING. THENCE CONTINUE NORTH 79 DEG. 03 MIN. 19 SEC. WEST, 137.45 FEET TO A POINT OF CURVE, THENCE RUN ALONG SAID CURVE (BEING CONCAVE TO THE NORTHEAST, HAVING A CENTRAL ANGLE OF 84 DEG. 06 MIN. 07 SEC. AND A RADIUS OF 25.00 FEET) A DISTANCE OF 36.70 FEET TO A POINT OF TANGENT; THENCE RUN NORTH 05 DEG. 02 MIN. 49 SEC EAST, 252.64 FEET, THENCE RUN SOUTH 79 DEG. 03 MIN. 19 SEC. EAST, 160.00 FEET, THENCE RUN SOUTH 05 DEG. 02 MIN. 49 SEC. WEST, 275.19 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENT FOR THE PURPOSE OF INGRESS-EGRESS AND PUBLIC UTILITIES OVER AND ACROSS THE EAST 40 FEET OF SOUTH 70 FEET THEREOF.

LESS AND EXCEPT HORIZON OFFICE PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 23, PAGE PAGE 44 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

ALSO:

A TRACT OF LAND LYING 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 SECTION 8, THENCE RUN SOUTH 1 DEG. 47 MIN. 45 SEC. EAST, ALONG THE EAST LINE OF SAID SECTION, A DISTANCE OF 3640.22 FEET TO THE NORTH RIGHT-OF-WAY LINE (R/W) OF US HIGHWAY NO. 441; THENCE NORTH 79 DEG. 03 MIN. 19 SEC. WEST, ALONG SAID NORTH R/W LINE, A DISTANCE OF 1694.27 FEET TO A CONCRETE MONUMENT AND THE POINT OF BEGINNING; THENCE NORTH 5 DEG. 50 MIN. 15 SEC. EAST, A DISTANCE OF 679.46 FEET; THENCE SOUTH 79 DEG. 03 MIN. 19 SEC. EAST, A DISTANCE OF 642.03 FEET TO A CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF SANTA FE HILLS AS PER PLAT RECORDED IN PLAT BOOK "E", PAGE 73 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE NORTH 2 DEG. 05 MIN. 44 SEC. WEST, ALONG THE WEST LINE OF SAID SUBDIVISION, A DISTANCE OF 946.31 FEET; THENCE SOUTH 87 DEG. 17 MIN. 33 SEC. WEST, A DISTANCE OF 402.00 FEET; THENCE NORTH 2 DEG. 05 MIN. 44 SEC. WEST, A DISTANCE OF 439.43 FEET; THENCE SOUTH 87 DEG. 18 MIN. 22 SEC. WEST, A DISTANCE OF 1577.01 FEET TO THE WEST LINE OF THE EAST HALF OF SECTION 8; THENCE SOUTH 5 DEG. 35 MIN. 27 SEC. EAST, ALONG SAID WEST LINE, A DISTANCE OF 1286.52 FEET TO THE NORTH R/W LINE OF OLD STATE ROAD NO. 25, SAID POINT BEING THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2281.63 FEET, A CENTRAL ANGLE OF 11 DEG. 37 MIN. 34 SEC., AND A CHORD OF 462.18 FEET BEARING SOUTH 65 DEG. 41 MIN. 32 SEC. EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 462.98 FEET TO THE END OF SAID R/W CURVE; THENCE SOUTH 59 DEG. 52 MIN. 45 SEC. EAST, ALONG SAID R/W LINE, A DISTANCE OF 671.00 FEET TO THE NORTH R/W LINE OF US HIGHWAY NO. 441; THENCE SOUTH 79 DEG. 03 MIN. 19 SEC. EAST, ALONG SAID R/W LINE, A DISTANCE OF 202.48 FEET TO THE POINT OF BEGINNING.

NORTH PARCEL:

A TRACT OF LAND BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2293, PAGE 2124 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, 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 SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST; THENCE RUN SOUTH 88°32'57" WEST, ALONG NORTH LINE OF SAID SECTION 8, A DISTANCE OF 3008.55 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 5 PER PLAT BOOK "O", PAGE 32, OF SAID PUBLIC RECORDS, ALSO BEING THE SOUTHWEST CORNER OF NOELLE ESTATES REPLAT PHASE 1, (PLAT BOOK "S", PAGE 55, OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID NORTH LINE OF SECTION 8, RUN SOUTH 04°20'12" EAST, ALONG THE WEST LINE OF THE EAST 1/2 (HALF) OF SECTION 8, A DISTANCE OF 1336.34 FEET TO A POINT ON THE NORTH LINE OF THE NORTH ONE-QUARTER (1/4) OF THE SOUTHEAST ONE-QUARTER (1/4) AND THE POINT OF BEGINNING; THENCE RUN NORTH 88°33'28" EAST, A DISTANCE OF 1576.94 FEET; THENCE RUN SOUTH 00°39'06" EAST, A DISTANCE OF 439.45 FEET; THENCE RUN NORTH 88°39'35" EAST, A DISTANCE OF 402.04 FEET TO A POINT ON THE WEST LINE OF SANTA FE HILLS SUBDIVISION, PER PLAT BOOK "E", PAGE 73 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 00°51'10" EAST, ALONG SAID WEST LINE OF SAID SUBDIVISION, A DISTANCE OF 639.78 FEET; THENCE RUN NORTH 89°56'25" WEST, A DISTANCE OF 602.23 FEET TO THE NORTHEAST CORNER OF PARCEL 1, WINDSOR FARMS, AN UNRECORDED SUBDIVISION; THENCE RUN NORTH 56°37'56" WEST, A DISTANCE OF 1.94 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 205.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 29°07'49" WEST, 57.48 FEET; THENCE RUN SOUTH WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°07'09", AN ARC LENGTH OF 57.67 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 155.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 22°08'39" WEST, 80.47 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 30°25'20", AN ARC LENGTH OF 81.41 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID CURVE, RUN SOUTH 07°00'54" WEST, A DISTANCE OF 15.45 FEET; THENCE RUN NORTH 79°21'29" WEST, A DISTANCE OF 195.38 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 350.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING A DISTANCE OF NORTH 15°55'10" EAST, 114.01 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°44'49", AN ARC LENGTH OF 114.52 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID CURVE, RUN NORTH 25°17'35" EAST, A DISTANCE OF 92.56 FEET; THENCE RUN NORTH 00°24'36" WEST, A DISTANCE OF 244.30 FEET; THENCE RUN SOUTH 89°39'24" WEST, A DISTANCE OF 1151.70 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF (1/2) OF SAID SECTION 8; THENCE RUN NORTH 04°25'01" WEST, ALONG THE SAID WEST LINE OF THE EAST HALF (1/2) OF SAID SECTION 8, A DISTANCE OF 704.07 FEET TO THE POINT OF BEGINNING.

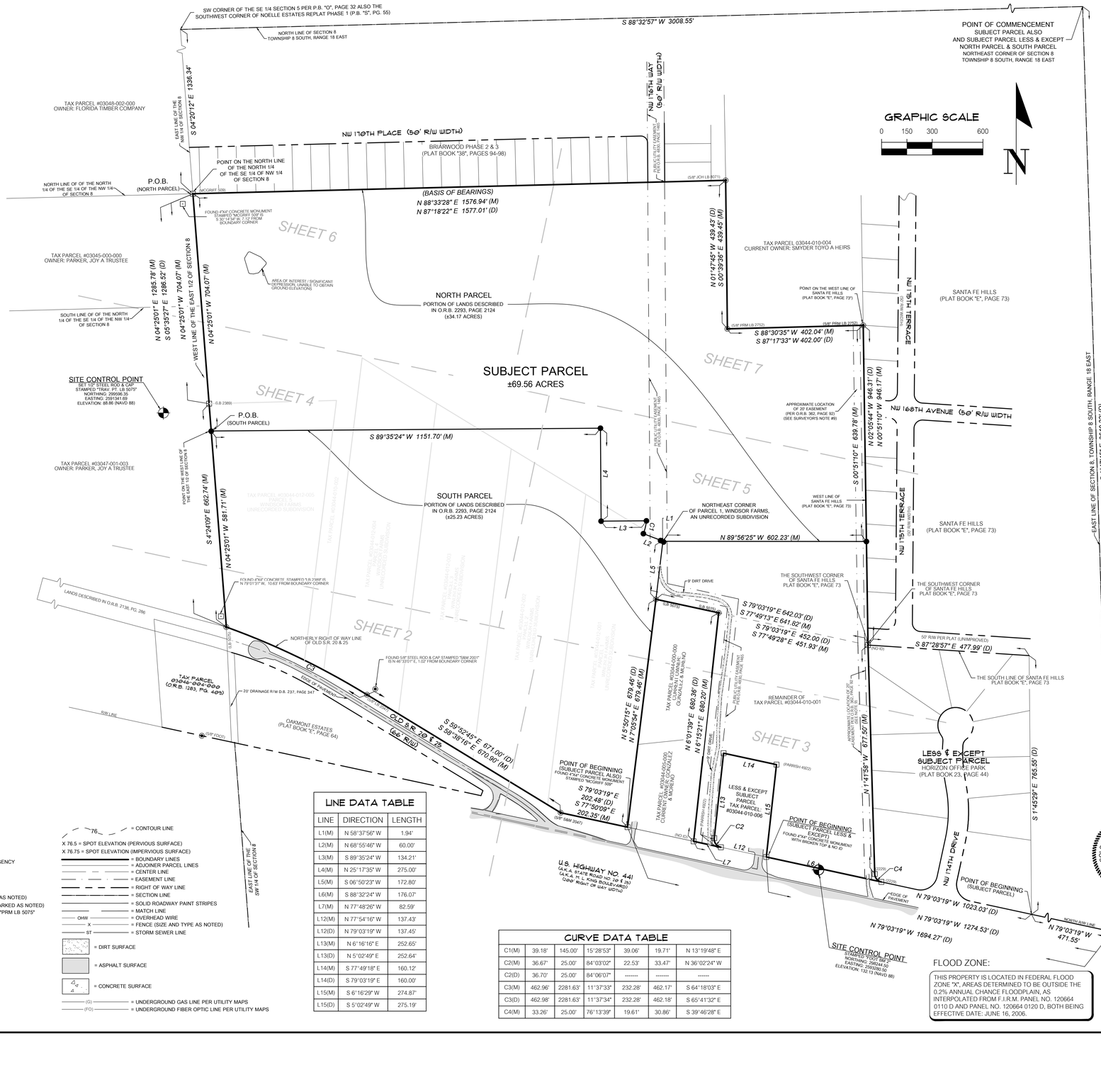
SOUTH PARCEL:

A TRACT OF LAND BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2293, PAGE 2124 OF THE PUBLIC RECORDS OF ALACHUA, FLORIDA, 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 SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST; THENCE RUN SOUTH 88°32'57" WEST, ALONG NORTH LINE OF SAID SECTION 8, A DISTANCE OF 3008.55 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 5 PER PLAT BOOK "O", PAGE 32, OF SAID PUBLIC RECORDS, ALSO BEING THE SOUTHWEST CORNER OF NOELLE ESTATES REPLAT PHASE 1, AS RECORDED IN PLAT BOOK "S", PAGE 55 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID NORTH LINE OF SECTION 8, RUN SOUTH 04°20'12" EAST, ALONG THE WEST LINE OF THE EAST 1/2 (HALF) OF SAID SECTION 8, A DISTANCE OF 1336.34 FEET TO A POINT ON THE NORTH LINE OF THE NORTH ONE-QUARTER (1/4) OF THE SOUTHEAST ONE-QUARTER (1/4) AND THE POINT OF BEGINNING; THENCE RUN NORTH 88°33'28" EAST, A DISTANCE OF 1576.94 FEET; THENCE RUN SOUTH 00°39'06" EAST, A DISTANCE OF 439.45 FEET; THENCE RUN NORTH 88°39'35" EAST, A DISTANCE OF 402.04 FEET TO A POINT ON THE WEST LINE OF SANTA FE HILLS SUBDIVISION, PER PLAT BOOK "E", PAGE 73 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 00°51'10" EAST, ALONG SAID WEST LINE OF SAID SUBDIVISION, A DISTANCE OF 639.78 FEET; THENCE RUN NORTH 89°56'25" WEST, A DISTANCE OF 602.23 FEET TO THE NORTHEAST CORNER OF PARCEL 1, WINDSOR FARMS, AN UNRECORDED SUBDIVISION; THENCE RUN NORTH 56°37'56" WEST, A DISTANCE OF 1.94 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 205.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 29°07'49" WEST, 57.48 FEET; THENCE RUN SOUTH WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°07'09", AN ARC LENGTH OF 57.67 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 155.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 22°08'39" WEST, 80.47 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 30°25'20", AN ARC LENGTH OF 81.41 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID CURVE, RUN SOUTH 07°00'54" WEST, A DISTANCE OF 15.45 FEET; THENCE RUN NORTH 79°21'29" WEST, A DISTANCE OF 195.38 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 350.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING A DISTANCE OF NORTH 15°55'10" EAST, 114.01 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°44'49", AN ARC LENGTH OF 114.52 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID CURVE, RUN NORTH 25°17'35" EAST, A DISTANCE OF 92.56 FEET; THENCE RUN NORTH 00°24'36" WEST, A DISTANCE OF 244.30 FEET; THENCE RUN SOUTH 89°39'24" WEST, A DISTANCE OF 1151.70 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF (1/2) OF SAID SECTION 8, THENCE RUN NORTH 04°25'01" WEST, ALONG THE SAID WEST LINE OF THE EAST HALF (1/2) OF SAID SECTION 8, A DISTANCE OF 704.07 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES:

1. BEARINGS AND CORNERS SHOWN HEREON ARE REFERENCED TO STATE PLANE COORDINATE, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM 1983 (NAD83).
2. VERTICAL DATUM SHOWN HERE HEREON IS REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). ELEVATIONS SHOWN HEREON WERE DERIVED FROM FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) CONTROL MONUMENT POINT NAME 2602009BM2 WITH A PUBLISHED ELEVATION OF 132.13 FEET AND FDOT CONTROL MONUMENT POINT NAME 2602009BM3 WITH A PUBLISHED ELEVATION OF 77.96 FEET.
3. NO UNDERGROUND INSTALLATION OF UTILITIES OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
4. THE SURVEYOR HAS NO KNOWLEDGE OF UNDERGROUND FOUNDATIONS WHICH MAY ENCROACH.
4. THIS SURVEY WAS PRODUCED WITH THE BENEFIT OF FURNISHED TITLE OPINION. TITLE OPINION WAS FURNISHED BY THE LAW OFFICES OF CARL L. JOHNSON, DATED SEPTEMBER 12, 2022. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE NOT FURNISHED TO THE SURVEYOR EXCEPT AS SHOWN. SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN DONE BY THE SURVEYOR.
5. INFORMATION FROM FEDERAL EMERGENCY MANAGEMENT AGENCY, (F.E.M.A.) FLOOD INSURANCE RATE MAP(S), SHOWN ON THIS MAP WAS CURRENT AS OF THE REFERENCED DATE. MAP REVISIONS AND AMENDMENTS ARE PERIODICALLY MADE BY LETTER AND MAY NOT BE REFLECTED ON THE MOST CURRENT MAP.
6. FENCES, SYMBOLS, MONUMENTATION AND UTILITIES SHOWN HEREON MAY BE EXAGGERATED FOR PICTORIAL PURPOSES ONLY AND MAY NOT BE SHOWN TO SCALE.
7. IN THE OPINION OF THIS SURVEYOR, THE PERIMETER LINES AS SHOWN HEREON REPRESENT THE LOCATION OF THE BOUNDARY LINES OF THE SUBJECT PARCEL IN RELATION TO THE DESCRIPTION OF RECORD AND THOSE EXISTING LAND CORNERS FOUND TO BE ACCEPTABLE BY THIS SURVEYOR.
8. SECTION INFORMATION SHOWN HEREON WAS ESTABLISHED FROM A SURVEY BY THIS OFFICE, PROJECT NUMBER 17-0490.01.
9. THE 20' EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 362, PG. 92 IS CENTERED OVER AN EXISTING BURIED TELECOMMUNICATIONS LINE. THIS SURVEYOR WAS NOT FURNISHED RECORD DRAWINGS OF THE BURIED TELECOMMUNICATIONS LINE TO SHOW THE LOCATION OF THE EASEMENT. THE LOCATION SHOWN HEREON IS AN APPROXIMATE LOCATION.
10. PER CLIENT NO TREES WERE LOCATED.
11. THIS SURVEY CONSISTS OF SEVEN (7) SHEETS AND IS NOT COMPLETE WITHOUT ALL SHEETS. SEE SHEET ONE (1) FOR DETAILED BOUNDARY INFORMATION, LEGEND AND COMPLETE SURVEYOR'S NOTES. SEE SHEETS TWO (2) THROUGH SEVEN (7) FOR DETAILED TOPOGRAPHIC INFORMATION.



LEGEND:

(D) = DATA BASED ON DEED OF RECORD
(M) = DATA BASED ON FIELD MEASUREMENTS
PG. = PAGE
O.R.B. = OFFICIAL RECORDS BOOK
R/W = RIGHT OF WAY
F.I.R.M. = FLOOD INSURANCE RATE MAP
FEMA = FEDERAL EMERGENCY MANAGEMENT AGENCY
M.E.S. = MITERED END SECTION
CMP = CORRUGATED METAL PIPE
RCP = REINFORCED CONCRETE PIPE
NAVD = NORTH AMERICAN VERTICAL DATUM
ID = IDENTIFICATION
= FOUND CONCRETE MONUMENT (MARKED AS NOTED)
= FOUND STEEL REBAR & CAP (SIZE AND MARKED AS NOTED)
= SET 5/8" STEEL REBAR AND CAP MARKED "PRM LB 5075"
= SIGN
= MAILBOX
= GAS LINE MARKER
= STORM INLET
= GUY ANCHOR
= WATER VALVE
= WATER METER
= BACKFLOW PREVENTOR
= TELEPHONE LINE MARKER
= TELEPHONE PEDESTAL
= WOODEN POWER POLE
= FIBER OPTIC LINE MARKER
76 = CONTOUR LINE
X 76.5 = SPOT ELEVATION (PERVIOUS SURFACE)
X 76.75 = SPOT ELEVATION (IMPERVIOUS SURFACE)
= BOUNDARY LINES
= ADJOINER PARCEL LINES
= CENTER LINE
= EASEMENT LINE
= RIGHT OF WAY LINE
= SECTION LINE
= SOLID ROADWAY PAINT STRIPES
= MATCH LINE
OHW = OVERHEAD WIRE
X = FENCE (SIZE AND TYPE AS NOTED)
ST = STORM SEWER LINE
= DIRT SURFACE
= ASPHALT SURFACE
= CONCRETE SURFACE
(G) = UNDERGROUND GAS LINE PER UTILITY MAPS
(FO) = UNDERGROUND FIBER OPTIC LINE PER UTILITY MAPS

LINE DATA TABLE

LINE	DIRECTION	LENGTH
L1(M)	N 58°37'56" W	1.94'
L2(M)	N 68°55'46" W	60.00'
L3(M)	S 89°35'24" W	134.21'
L4(M)	N 25°17'35" W	275.00'
L5(M)	S 06°50'23" W	172.80'
L6(M)	S 88°32'24" W	176.07'
L7(M)	N 77°48'26" W	82.59'
L12(M)	N 77°54'16" W	137.43'
L12(D)	N 79°03'19" W	137.45'
L13(M)	N 6°16'16" E	252.65'
L13(D)	N 5°02'49" E	252.64'
L14(M)	S 77°49'18" E	160.12'
L14(D)	S 79°03'19" E	160.00'
L15(M)	S 6°16'29" W	274.87'
L15(D)	S 5°02'49" W	275.19'

CURVE DATA TABLE

C1(M)	39.18'	145.00'	15°28'53"	39.06'	19.71'	N 13°19'48" E
C2(M)	36.67'	25.00'	84°03'02"	22.53'	33.47'	N 36°02'24" W
C2(D)	36.70'	25.00'	84°06'07"	-------	-------	-------
C3(M)	462.96'	2281.63'	11°37'33"	232.28'	462.17'	S 64°18'03" E
C3(D)	462.98'	2281.63'	11°37'34"	232.28'	462.18'	S 65°41'32" E
C4(M)	33.26'	25.00'	76°13'39"	19.61'	30.86'	S 39°46'28" E

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VERIFY SCALE BAR IS CORRECT ON PLOTTED DRAWING
0 300 600 1"
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CERTIFIED TO:
TROON CREEK 3, LLC

SURVEY DATE: 07/15/2022
REVISION DATE: N/A
PROJECT NUMBER: 22-0246.01

TECHNICIAN: KWM
CREW CHIEF: N/A
DRAWN BY: MLH / CWC
CHECKED BY: CAC
FIELD BOOK & PAGE: 548 / 58-65.

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LICENSE NUMBER 7142
STATE OF FLORIDA
Professional Surveyor & Mapper
CHAD A. COLSON PSM
Professional Surveyor & Mapper Fla. License No. 7142

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SHEET NO.: 1 OF 7

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BOUNDARY & TOPOGRAPHIC SURVEY

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GRAPHIC SCALE
0 20 40 80

N

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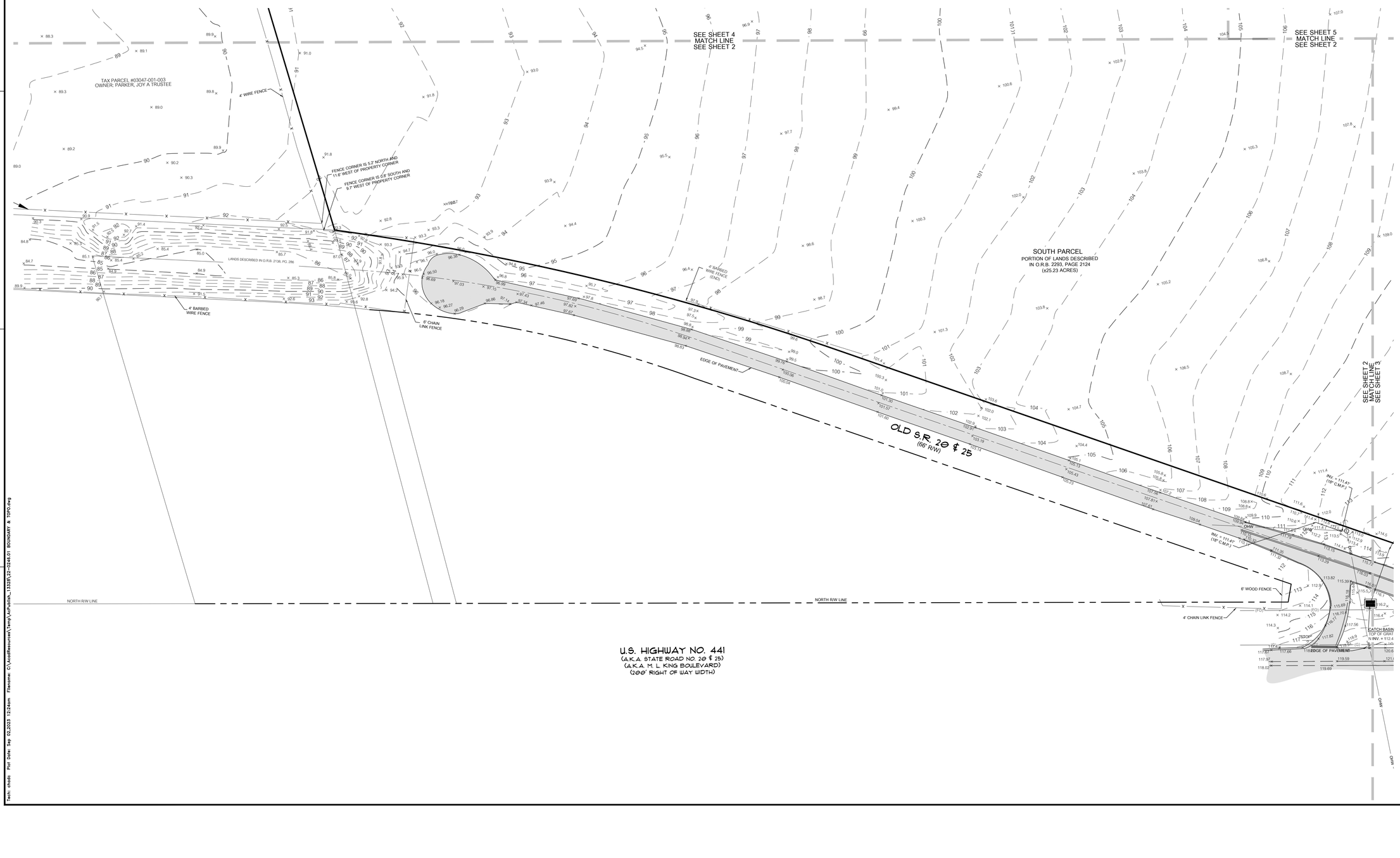

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0" 1"

SEE SHEET ONE OF SEVEN

CERTIFIED TO:

SURVEY DATE: 07/15/2022
REVISION DATE: N/A
PROJECT NUMBER: 22-0246.01

TECHNICAL: KWM / WES
CREW CHIEF: WM / MH
CHECKED BY: MLH / CAC
FIELD BOOK & PAGE: 548 / 58-65,

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SHEET NO.: 2 OF 7

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BOUNDARY & TOPOGRAPHIC SURVEY

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GRAPHIC SCALE
0 20 40 80

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SOUTH PARCEL
PORTION OF LANDS DESCRIBED IN O.R.B. 2293, PAGE 2124 (±25.23 ACRES)

SEE SHEET 2 MATCH LINE SEE SHEET 3

SEE SHEET 5 MATCH LINE SEE SHEET 3

TAX PARCEL #03044-005-000 CURREN TURNER GONZALEZ & MORENO

PUBLIC UTILITY EASEMENT PER O.R.B. 2293, PAGE 2124

REMAINDER OF LANDS DESCRIBED IN O.R.B. 2293, PAGE 2124

LESS & EXCEPT SUBJECT PARCEL HORIZON OFFICE PARK (PLAT BOOK 23, PAGE 44)

LOT 9

LOT 10

LOT 11

REMAINDER OF LANDS DESCRIBED IN O.R.B. 2293, PAGE 2124

LESS & EXCEPT SUBJECT PARCEL TAX PARCEL: #03044-010-006

FENCE CORNER IS 2.4' EAST AND 3.4' SOUTH OF BOUNDARY CORNER

FENCE CORNER IS 0.7' WEST AND 0.3' SOUTH OF BOUNDARY CORNER

FENCE CORNER IS 0.1' EAST OF BOUNDARY LINE

6' CHAIN LINK FENCE

4' WIRE FENCE

9' DIRT DRIVE

"DEAD END"

CATCH BASIN
TOP OF GRATE = 114.80'
N.INV. = 112.47' (15" RCP)

N. INV. = 112.2'± (15"-C.M.P.)

M.E.S. INV. = 124.20' (18" RCP)

M.E.S. INV. = 129.47' (18" RCP)

M.E.S. INV. = 129.80' (18" RCP)

M.E.S. INV. = 132.13' (18" RCP)

M.E.S. INV. = 132.66' (18" RCP)

M.E.S. INV. = 123.16' (18" RCP)

U-END HEADWALL INV. = 121.33' (18" RCP)

INV. = 121.69' (18" RCP)

U-END HEADWALL INV. = 128.88' (18" RCP)

INV. = 128.83' (18" RCP)

U.S. HIGHWAY NO. 441
(A.K.A. STATE ROAD NO. 20 & 25)
(A.K.A. M. L. KING BOULEVARD)
(200' RIGHT OF WAY WIDTH)

65 MPH

STOP

SOLID WHITE STRIPE

EDGE OF PAVEMENT

GATE

OHW

(FO) (G) (W)

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0" 1"

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CERTIFIED TO:

SURVEY DATE: 07/15/2022
REVISION DATE: N/A
PROJECT NUMBER: 22-02246.01

TECHNICIAN: KWM / WES
ORDER CHIEF: MJH
CHECKED BY: MJH / CAC
FIELD BOOK & PAGE: 548 / 58-65.

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BOUNDARY & TOPOGRAPHIC SURVEY

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GRAPHIC SCALE
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N

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NORTH PARCEL
PORTION OF LANDS DESCRIBED IN O.R.B. 2293, PAGE 2124
(±34.17 ACRES)

SOUTH PARCEL
PORTION OF LANDS DESCRIBED IN O.R.B. 2293, PAGE 2124
(±25.23 ACRES)

SEE SHEET 6 MATCH LINE SEE SHEET 4

SEE SHEET 7 MATCH LINE SEE SHEET 4

SEE SHEET 4 MATCH LINE SEE SHEET 5

SEE SHEET 4 MATCH LINE SEE SHEET 2

4" WIRE FENCE

Xref: chdd Plot Date: Sep 02,2023 12:54am Filename: C:\AcadResources\Temp\Acad-chdd_13128\12-0246.01 BOUNDARY & TOPO.dwg

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SURVEY DATE: 07/15/2022
REVISION DATE: N/A
PROJECT NUMBER: 22-0246.01

TECHNICIAN: KWM / WES
CREW CHIEF: WES / KWM
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FIELD BOOK & PAGE: 548 / 58-65,

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SHEET NO.:
4 OF 7

BOUNDARY & TOPOGRAPHIC SURVEY

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SEE SHEET 7
MATCH LINE
SEE SHEET 5

NORTH PARCEL
PORTION OF LANDS DESCRIBED
IN O.R.B. 2293, PAGE 2124
(±34.17 ACRES)

FENCE CORNER IS 1.2' WEST OF BOUNDARY LINE

LOT 50

LOT 63

LOT 64

LOT 77

LOT 78

LOT 7

LOT 8

NW 78TH TERRACE
(66' R/W)

SANTA FE HILLS
(PLAT BOOK "E", PAGE 73)

50' R/W PER PLAT (UNIMPROVED)

FEMA FLOOD UTILITY EASEMENT PER O.R.B. 4605, PAGE 1485

2' DIRT DRIVE

REMAINDER
OF LANDS DESCRIBED
IN O.R.B. 2293, PAGE 2124

SOUTH PARCEL
PORTION OF LANDS DESCRIBED
IN O.R.B. 2293, PAGE 2124
(±25.23 ACRES)

TAX PARCEL #09344-000-000
NOW OR FORMERLY
CURRENT OWNER: J. GONZALEZ
& J. MORENO

SEE SHEET 4
MATCH LINE
SEE SHEET 5

SEE SHEET 5
MATCH LINE
SEE SHEET 2

SEE SHEET 5
MATCH LINE
SEE SHEET 3

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SURVEY DATE: 07/15/2022
REVISION DATE: N/A
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SHEET NO.:
5 OF 7

Texts: shade Plot Date: Sep 02,2203 12:24am Filename: C:\Vault\Resources\Temp\AcPublish_13320\22-0246.01 BOUNDARY & TOPO.dwg

BOUNDARY & TOPOGRAPHIC SURVEY

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BRIARWOOD PHASE 2 & 3
(PLAT BOOK "38", PAGES 94-98)
NW 170TH PLACE (50' R/W WIDTH)

TRACT L
OPEN SPACE / STORMWATER

TRACT K
OPEN SPACE / STORMWATER

LOT 213 LOT 214 LOT 215 LOT 216 LOT 217 LOT 218 LOT 219 LOT 220 LOT 221 LOT 222 LOT 223 LOT 224 LOT 225 LOT 226 LOT 227 LOT 228 LOT 229 LOT 166

TAX PARCEL #03048-002-000
OWNER: FLORIDA TIMBER COMPANY

TAX PARCEL #03045-000-000
OWNER: PARKER, JOY A TRUSTEE

FENCE LINE IS 6' WEST OF PROPERTY CORNER

4' WIRE FENCE

AREA OF INTEREST (SIGNIFICANT DEPRESSION, UNABLE TO OBTAIN GROUND ELEVATIONS

NORTH PARCEL
PORTION OF LANDS DESCRIBED IN O.R.B. 2293, PAGE 2124
(±34.17 ACRES)

SEE SHEET 6 MATCH LINE SEE SHEET 7

SEE SHEET 6 MATCH LINE SEE SHEET 4

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SCALE: 1" = 40'

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING
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SEE SHEET ONE OF SEVEN

CERTIFIED TO:

SURVEY DATE: 07/15/2022
REVISION DATE: N/A
PROJECT NUMBER: 22-0246.01

TECHNICIAN: KWM / WES
CREW CHIEF: MLH / JMF
CHECKED BY: MLH / CAC
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SHEET NO.:
6 OF 7

Path: chde Plot Date: Sep 02,2022 12:24am Filename: C:\Acad\Resources\Temp\AcPublish_13328\22-0246.01 BOUNDARY & TOPO.dwg

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BRIARWOOD PHASE 2 & 3 (PLAT BOOK 38*, PAGES 94-98)

LOT 159 · LOT 160 · LOT 161 · LOT 162 · LOT 163 · LOT 164 · LOT 165

TRACT 104 PRIVATE STORMWATER

FENCE POST 0.8' EAST AND 0.8' SOUTH OF MONUMENT

TAX PARCEL 03044-010-024
CURRENT OWNER: SMYDER TOYO A HEIRS

NORTH PARCEL
PORTION OF LANDS DESCRIBED IN O.R.B. 2293, PAGE 2124
(±34.17 ACRES)

LOT 7 · LOT 8 · LOT 21 · LOT 22 · LOT 35 · LOT 36 · LOT 49

NW 175TH TERRACE (60' R/W WIDTH)

END OF FENCE IS .2' EAST/WEST OF BOUNDARY CORNER

END OF FENCE IS 4' EAST/WEST OF BOUNDARY CORNER

END OF FENCE IS 1' EAST OF BOUNDARY LINE

END OF FENCE IS 1.2' EAST OF BOUNDARY LINE

FENCE CORNER IS 1.1' EAST OF BOUNDARY LINE

7' WOOD FENCE

6' WOOD FENCE

4' WIRE FENCE

FENCE CORNER IS 1.2' WEST OF BOUNDARY LINE

APPROXIMATE LOCATION OF 20' EASEMENT (PER O.R.B. 362, PAGE 92) (SEE SURVEYORS NOTE #6)

NW 168TH AVENUE (50' R/W WIDTH)

SEE SHEET 6 MATCH LINE SEE SHEET 7

SEE SHEET 7 MATCH LINE SEE SHEET 4

SEE SHEET 7 MATCH LINE SEE SHEET 5

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CERTIFIED TO:

SURVEY DATE: 07/15/2022
REVISION DATE: N/A
PROJECT NUMBER: 22-0246.01

TECHNICIAN: KWM / WES
CREW CHIEF: WES / JM
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FIELD BOOK & PAGE: 548 / 58-65, N/A

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SHEET NO.:
7 OF 7

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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: August 23, 2023
RE: Briarwood Phase 4

This application is for 115 lots in Phase 4 of the single-family detached subdivision on ±24.17 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 US Highway 441 and south of Briarwood Phases 1-3 (adjacent to CR 235-A). The onsite Future Land Use (FLU) category is Medium Density Residential and the Zoning District classification is Planned Unit Development Residential (PUD-RES), which allows four (4) to eight (8) dwelling units per acre. The site is proposed to be developed in 1 phase.

The following analysis estimates the potential impacts on City of Alachua's public facilities from the proposed Phase 4 development of 115 single family homes.

ROADWAYS / TRANSPORTATION

Land Use1 (ITE)	Units	Daily		AM Peak		PM Peak	
		Rate	Trips	Rate	Trips	Rate	Trips
Proposed							
Single-Family Detached Housing (ITE 210)	115	9.44	1086	0.74	85	0.99	114

DATA SOURCE IS FROM THE ITE TRIP GENERATION 10TH EDITION

Approval of this application may generate **1,086 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	6685	546
Available Capacity	4401	312
Project Trip Generation	688	72
Remaining Capacity	3713	240

DATA SOURCE IS FROM THE CITY OF ALACHUA JUNE 2023 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	21000	1995
Reserved Trips with Final Dev Order	4033	355
Available Capacity	17967	1520
Project Trip Generation	69	7
Remaining Capacity	17898	1513

DATA SOURCE IS FROM THE CITY OF ALACHUA JUNE 2023 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	2340	224
Available Capacity	11378	1002
Project Trip Generation	1086	114
Remaining Capacity	10292	888

DATA SOURCE IS FROM THE CITY OF ALACHUA JUNE 2023 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]	1,390,833
Reserved Capacity[2]	**303,751**
Project Capacity	**31,625**
Residual Capacity	**573,791**
Percentage of Permitted Design Capacity Utilized	**75.05%**
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]	719,250
Reserved Capacity[2]	**286,220**
Project Capacity	**28,750**
Residual Capacity	**465,780**
Percentage of Permitted Design Capacity Utilized	**68.95%**
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]	54.22
Reserved Capacity[3]	**7.07**
Project Capacity	**1.44**
Available Recreation Acreage	**72.75**

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]	43,376.00	7,916.12
Reserved Capacity[2]	**38,651.26**	**7,157.87**
Project Capacity	**1,165.75**	**212.75**
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: 10,844 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 Phase 4 (115 DU)	14	7	11
Source: Alachua County Public Schools Five Year District Facilities Plan			

The project generates a demand of **14 elementary, 7 middle, and 11 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 17, 2023
RE:	Briarwood Phase 4

This application is for a 115-lot single-family detached subdivision on ±34.17 acres of Alachua County Tax Parcels 03044-010-002, 03044-012-001, 03044-012-003, 03044-012-004 and 03044-012-005. The site is located north of US Highway 441 and south of Briarwood Phases 1-3. The onsite Future Land Use (FLU) category is Medium Density Residential and the Zoning District classification is Planned Development Residential (PD-RES) which allows four (4) to eight (8) dwelling units per acre. The site is proposed to be developed in 1 phase. The developer's future development plans will consist of providing commercial components and apartments 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.c: *Medium Density Residential (4 to 8 dwelling units per acre):* The Medium Density Residential land use category allows residential development at a density of 4 dwelling units per acre to 8 dwelling units per acre, as well as small-scale neighborhood commercial and mixed use developments. The following uses are allowed in the Medium Density Residential land use category:

1. Single family attached and detached 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. Apartments and townhomes;
7. Live/work units;
8. Residential Planned Unit Developments;
9. Traditional Mixed-use Neighborhood Planned Developments; and,
10. Supporting community services such as schools, houses of worship, parks, and community centers

The proposed subdivision has Medium Density Residential FLU classification. This application seeks to permit 115 single-family dwelling units. The proposed 115 units over 34.17 acres yields 3.37 units per acre which is less than the allowable 4 to 8 units per acre. Since this is part of a planned development, a lower density is permitted in this area. A maximum of 350 apartments are allowed

adjacent to the south of the proposed residential phase of development in which a portion lie within the Medium Density Residential Land use to bring the overall density above four (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). However, the PD requires a 40' buffer adjacent to the Santa Fe Hills subdivision to the east. The developer is proposing to provide a perimeter landscape and stormwater tract along the north property line, adjacent to the east property line and along the southern 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 as allowed by the PD. The western boundary is buffered with a stormwater tract which is part of the overall 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 open park/green spaces.

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 and open park/green space.

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 PD development standards as approved by the City of Alachua City Commission. 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 four 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)
30—Kendrick sand, 2 to 5 percent slopes (HSG: B)
69—Arredondo fine sand, 5 to 8 percent slopes (HSG: A)

According to the NRCS soil database, each of the four 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. An "Environmental Assessment Report" of the site was performed by Bio-Tech Consulting Inc. on August 3rd, 2022 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 of the subject site. One of the road stubs will eventually connect with US Hwy 441 when the apartments or any additional single family lots are developed. The project will connect to the Briarwood Subdivision on the north.

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 four 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)
30—Kendrick sand, 2 to 5 percent slopes (HSG: B)
69—Arredondo fine sand, 5 to 8 percent slopes (HSG: A)

According to the NRCS soil database, each of the four 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 ±24.17-acre subject property does not contain onsite wetland features, as evidenced by the "Environmental Assessment Report" performed by Bio-Tech Consulting Inc. on August 3rd, 2022.

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 stormwater system which will interconnect the onsite green spaces. The stormwater system will be designed in concert with access from the resident's back yards. The stormwater management facilities will be landscaped to provide a more aesthetic park environment.

Bio-Tech Consulting Inc.
Environmental and Permitting Services

August 3, 2022

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

Proj: Alachua County – US 441 Property; Alachua County, Florida
Sections 5 and 8; Township 8 South; Range 18 East
(BTC File #1036-07)
RE: Environmental Assessment Report

Dear Mr. Rouhier:

In July of 2022, Bio-Tech Consulting, Inc. (BTC) conducted an environmental assessment of the approximately 308-acre Alachua County – US 441 Property. This site is located on the north side of Northwest US Highway 441 and on the east side of Northwest 188th Street (County Road Northwest 15), having a physical address of 16615 Northwest US Highway 441; within Sections 5 and 8, Township 8 South, Range 18 East, Alachua County, Florida (Figures 1, 2 and 3). The environmental assessment included the following elements:

- review of soil types mapped within the site boundaries;
- evaluation of land use types/vegetative communities present;
- field review for occurrence of protected flora and fauna;
- delineation of the on-site wetland/surface water communities; and
- overview of potential development constraints.

SOILS

According to the Soil Survey of Alachua County, Florida, prepared by the U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS), seven (7) soil types occur within the site boundaries (Figure 4). These soils include the following:

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

- **Arredondo fine sand, 0 to 5 percent slopes (#3)**
- **Fort Meade fine sand, 0 to 5 percent slopes (#5)**
- **Millhopper sand, 0 to 5 percent slopes (#8)**
- **Lochloosa fine sand, 2 to 5 percent slopes (#29)**
- **Kendrick sand, 2 to 5 percent slopes (#30)**
- **Arredondo fine sand, 5 to 8 percent slopes (#69)**
- **Kendrick sand, 5 to 8 percent slopes (#73)**

The following presents a brief description of these soil types mapped for the site:

Arredondo fine sand, 0 to 5 percent slopes (#3) is a nearly level to gently sloping, well-drained soil found in both small and large areas of uplands. Slopes are smooth to convex. Typically, the surface layer is dark grayish brown fine sand about 8 inches thick. The subsurface layer is fine sand to a depth of 49 inches. The available water capacity is low in the sandy surface and subsurface layers and low to medium in the loamy subsoil. Permeability is rapid in the surface and subsurface layers and moderately slow to moderate in the loamy subsoil. Natural fertility is low in the sandy surface and subsurface layers and medium in the finer textured subsoil. Organic matter content is low. Surface runoff is slow. The water table in this soil is at a depth of more than 72 inches.

Fort Meade fine sand, 0 to 5 percent slopes (#5) is a nearly level to gently sloping, well-drained soil that is in both small and large areas on the gently rolling uplands. The areas are mostly irregular in shape and range from about 10 to 400 acres. Typically, the surface layer is fine sand about 14 inches thick. The upper 10 inches is very dark brown, and the lower 4 inches is very dark grayish brown. The underlying layer is fine sand to a depth of 80 inches or more. In sequence from the top, the upper 20 inches is dark brown; the next 9 inches is dark yellowish brown; the next 28 inches is yellowish brown and the lower 14 inches is dark brown. The available water capacity is low to medium. The permeability is rapid. Organic matter content of the surface layer is moderately low to high. Surface runoff is slow. The water table is more than 72 inches below the surface.

Millhopper sand, 0 to 5 percent slopes (#8) is a nearly level to gently sloping, moderately well drained soil found in small and large irregularly shaped areas on uplands and on slightly rolling knolls in the broad flatwoods. Slopes are mostly nearly smooth or convex. Typically, the surface layer is dark grayish brown sand about 9 inches thick. The subsurface layer is sand or fine sand about 49 inches thick. The upper 17 inches is yellowish brown, the next 22 inches is light yellowish brown, and the lower 10 inches is very pale brown. This soil has a water table that is at a depth of 40 to 60 inches for 1 to 4 months and at a depth of 60 to 72 inches for 2 to 4 months during most years. The available water capacity is low in the surface and subsurface layers and is low to medium in the subsoil. Permeability is rapid in the surface and subsurface layers,

moderately rapid in the upper 6 inches of the subsoil, and slow to moderately slow below this depth. Natural fertility is low. Organic matter content is low to moderately low.

Lochloosa fine sand, 2 to 5 percent slopes (29) is a gently sloping, somewhat poorly drained soil in the rolling uplands. Slopes are slightly convex. The water table that is about 30 to 40 inches below the surface for 1 to 4 months during most years. The water table rises to a depth of 20 to 30 inches for 1 to 3 weeks. The available water capacity is low to medium in the sandy surface and subsurface layers and medium in the subsoil.

Kendrick sand, 2 to 5 percent slopes (30) is a gently sloping, well-drained soil in the gently rolling uplands. The available water capacity is low in the surface and subsurface layers, medium in the upper 5 inches of the subsoil, and medium to high below this depth. Permeability is rapid in the surface and subsurface layers. The water table is more than 72 inches below the surface.

Arredondo fine sand, 5 to 8 percent slopes (#69) is a well-drained soil that is in small areas on sharp breaking slopes and in relatively large areas on long slopes of the uplands. The areas vary from about 5 to 40 acres. Typically, the surface layer is dark grayish brown fine sand about 5 inches thick. The subsurface layer is yellowish brown fine sand to a depth of 65 inches. The yellowish brown subsoil extends to a depth of 88 inches or more. The upper 6 inches is sandy loam, and the lower 17 inches is sandy clay loam. The available water capacity is low in the surface and subsurface layers and medium in the subsoil. Permeability is rapid in the sandy surface and subsurface layers and moderately slow in the loamy subsoil. Organic matter content is low. Surface runoff is slow. The water table is more than 72 inches below the surface.

Kendrick sand, 5 to 8 percent slopes (#73) is a sloping, well-drained soil usually in elongated areas on long slopes of uplands. The available water capacity is low in the sandy surface and subsurface layers and medium to high in the subsoil. Permeability is rapid in the sandy surface and subsurface layers, moderate in the upper part of the subsoil, and slow to moderately slow in the lower part. The water table is more than 72 inches below the surface.

Pursuant to the Hydric Soils of Florida Handbook, Fourth Edition (March, 2007), the Florida Association of Environmental Soil Scientists (FAESS) does not consider the main components or inclusions present in any of the soil types associated with the site to be hydric.

LAND USE TYPES/VEGETATIVE COMMUNITIES

The Alachua County US 441 Property currently supports six (6) land use types/vegetative communities (Figure 5). These land use types/vegetative communities were identified utilizing the Florida Land Use, Cover and Forms Classification System, Level III (FLUCFCS, FDOT, January 1999). The on-site upland land use types/vegetative communities are classified as

Residential, Low Density (110), Open Land (190), Row Crops (240), Oak – Pine - Hickory (423), and Disturbed Lands (740). The on-site wetland/surface water land use type/vegetative community is classified as Reservoirs, Less than 10 acres (534). The following provides a brief description of the on-site land use types/vegetative communities.

Uplands:

110 Residential, Low Density

The central portion of the site contained a rural residential homesite with one (1) occupied single-family residence that is most consistent with the Residential, Low Density (110) FLUCFCS classification. Associated ancillary structures observed within the area included a barn, shed, chicken coop, and two (2) feed silos. Vegetative species observed within the area included a canopy and sub-canopy of live oak (*Quercus virginiana*), laurel oak (*Quercus laurifolia*), southern magnolia (*Magnolia grandiflora*), Chinaberry tree (*Melia azedarach*), pignut hickory (*Carya glabra*), cabbage palm (*Sabal palmetto*), viburnum (*Viburnum* spp.), Hercules club (*Zanthoxylum clava-herculis*), and crape myrtle (*Lagerstroemia* spp.); with an understory of bahiagrass (*Paspalum notatum*), Bermuda grass (*Cynodon dactylon*), philodendron)*Philodendron* spp.), common ragweed (*Ambrosia artemisiifolia*), caesarweed (*Urena lobata*), beggar-ticks (*Bidens alba*), lantana (*Lantana strigocamara*), Virginia pepperweed (*Lepidium virginicum*), American beautyberry (*Callicarpa americana*), blackberry (*Rubus cuneifolius*), and assorted common landscaping plants and shrubs.

190 Open Land

The southern portion of the site contained an area of vacant and improved open land that is most consistent with the Open Land (190) FLUCFCS classification. Vegetative species observed within this portion of the site included bahiagrass (*Paspalum notatum*), Bermuda grass (*Cynodon dactylon*), dogfennel (*Eupatorium capillifolium*), beggar-ticks (*Bidens alba*), common ragweed (*Ambrosia artemisiifolia*), Mexican clover (*Richardia* spp.), blackberry (*Rubus cuneifolius*), hairy indigo (*Indigofera hirsuta*), purple passionflower (*Passiflora incarnate*), Virginia pepperweed (*Lepidium virginicum*), and broomsedge (*Andropogon virginicus*).

214 Row Crops

The majority of the site contained active agricultural lands with rows of planted watermelon (*Citrullus lanatus*) that are most consistent with the Row Crops (214) FLUCFCS classification. Other vegetative species observed within these areas included bahiagrass (*Paspalum notatum*), Bermuda grass (*Cynodon dactylon*), dogfennel (*Eupatorium capillifolium*), beggar-ticks (*Bidens alba*), common ragweed (*Ambrosia artemisiifolia*), Mexican clover (*Richardia* spp.), blackberry

(*Rubus cuneifolius*), hairy indigo (*Indigofera hirsuta*), rattlepod (*Crotolaria* spp.), purple passionflower (*Passiflora incarnate*), broomsedge (*Andropogon virginicus*), Hercules club (*Zanthoxylum clava-herculis*), prickly-pear cactus (*Opuntia humifusa*), caesarweed (*Urena lobata*), American beautyberry (*Callicarpa americana*), winged sumac (*Rhus copallinum*) and field sandspur (*Krameria lanceolata*).

423 Oak – Pine - Hickory

The northwestern portion of the site contained an oak-dominated forest community that is most consistent with the Oak – Pine - Hickory (423) FLUCFCS classification. Vegetative species observed within this community type included a canopy and sub-canopy of live oak (*Quercus virginiana*), laurel oak (*Quercus laurifolia*), sand live oak (*Quercus geminata*), turkey oak (*Quercus laevis*), pignut hickory (*Carya glabra*), eastern red cedar (*Juniperus virginiana*), cabbage palm (*Sabal palmetto*), Chinaberry (*Melia azedarach*), and loblolly pine (*Pinus taeda*); with an understory of saw palmetto (*Serenoa repens*), broomsedge (*Andropogon virginicus*), American beautyberry (*Callicarpa americana*), dogfennel (*Eupatorium cappillifolium*), common ragweed (*Ambrosia artemisiifolia*), shiny blueberry (*Vaccinium myrsinites*), beggar-ticks (*Bidens alba*), blackberry (*Rubus cuneifolius*), caesarweed (*Urena lobata*), eastern bracken fern (*Pteridium aquilinum*), blackberry (*Rubus cuneifolius*), tuberous sword fern (*Nephrolepis cordifolia*), gallberry (*Ilex glabra*), winged sumac (*Rhus copallinum*), lantana (*Lantana strigocamara*), greenbrier (*Smilax* spp.) and muscadine grapevine (*Vitis rotundifolia*).

740 Disturbed Lands

The southeastern portion of the site contained a former planted pine plantation that is currently most consistent with the Disturbed Lands (740) FLUCFCS classification. Based upon the on-site assessment conducted and a review of historical aerials, it appeared that all of the pine trees were harvested from this area subsequent to 2018. Vegetative species observed within this area included a scattered mixed canopy and sub-canopy of laurel oak (*Quercus laurifolia*), live oak (*Quercus virginiana*), sand live oak (*Quercus geminata*), turkey oak (*Quercus laevis*), American sweetgum (*Liquidambar styracifliua*), pignut hickory (*Carya glabra*), eastern red cedar (*Juniperus virginiana*), earpod tree (*Enterolobium contortisiliquum*), Chinese tallowtree (*Sapium sebiferum*), Chinaberry tree (*Melia azerarach*), wax myrtle (*Myrica cerifera*), and winged sumac (*Rhus copallium*); with an understory of gallberry (*Ilex glabra*), common ragweed (*Ambrosia artemisiifolia*), blackberry (*Rubus cuneifolius*), dogfennel (*Eupatorium capillifolium*), broomsedge (*Andropogon virginicus*), American pokeweed (*Phytolacca americana*), pricklypear cactus (*Opuntia humifusa*), goldenrod (*Solidago* spp.), field sandspur (*Krameria lanceolata*), tuberous sword fern (*Nephrolepis cordifolia*), American beautyberry (*Callicarpa americana*), beggar ticks (*Bidens alba*), lantana (*Lantana strigocamara*), muscadine vine (*Vitis rotundifolia*), caesarweed (*Urena lobata*), eastern bracken fern (*Pteridium aquilinum*), Virginia pepperweed

(*Lepidium virginicum*), shiny blueberry (*Vaccinium myrsinites*), hairy indigo (*Indigofera hirsuta*), saltbush (*Baccharis halimifolia*), cogongrass (*Imperata cylindrica*) and sedges (*Carex* spp. and *Cyperus* spp.).

Wetlands/Surface Waters:

534 Reservoirs, Less than 10 acres

The central portion of the site contained two (2), small, isolated, excavated ponds and the southern portion of the site contained a man-made stormwater retention pond that appears to receive run-off directly from the US 441 right-of-way via a concrete drainage swale. All of these man-made ponds appeared to be constructed in uplands and most consistent with the Reservoirs (534) FLUCFCS classification. Vegetative species observed within these areas included coinwort (*Centella asiatica*), alligator weed (*Alternanthera philoxeroides*), wild taro (*Colocasia esculenta*), torpedograss (*Panicum repens*), marsh pennywort (*Hydrocotyle umbellata*), Peruvian primrose willow (*Ludwigia peruviana*) and knotweed (*Persicaria* spp.).

WILDLIFE AND PROTECTED SPECIES

Utilizing 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) Gopher Tortoise Permitting Guidelines (July 2020), an assessment for "listed" floral and faunal species occurring within the site boundaries was conducted on July 1 and 5, 2022. The cursory survey included both direct observations and indirect evidence, such as tracks, burrows, tree markings and vocalizations which 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 (June 2021) that have the potential to occur in Alachua County (Table 1).

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

Reptiles and Amphibians:
brown anole (*Norops sagrei*)
Cuban tree frog (*Osteopilus septentrionalis*)
eastern black racer (*Coluber constrictor*)
Florida leopard frog (*Lithobates sphenocephalus sphenocephalus*)
green anole (*Anolis carolinensis*)

Reptiles and Amphibians:
oak toad (*Anaxyrus quercicus*)
southern cricket frog (*Acris gryllus*)
southern toad (*Anaxyrus terrestris*)

Birds:
American Crow (*Corvus caurinus*)
Black Vulture (*Coragyps atratus*)
Blue Jay (*Cyanocitta cristata*)
Great Egret (*Ardea alba*)
Mourning Dove (*Zenaida macroura*)
Northern Bobwhite (*Colinus virginianus*)
Northern Cardinal (*Cardinalis cardinalis*)
Northern Mockingbird (*Mimus polyglottos*)
Loggerhead Shrike (*Lanius ludovicianus*)
Red-shouldered Hawk (*Buteo lineatus*)
Swallow-tailed Kite (*Elanoides forficatus*)
White-tailed deer (*Odocoileus virginianus*)

Mammals:
eastern cottontail (*Sylvilagus floridanus*)
eastern gray squirrel (*Sciurus carolinensis*)
nine-banded armadillo (*Dasypus novemcinctus*)
northern raccoon (*Procyon lotor*)
Virginia opossum (*Didelphis virginiana*)

None of the above identified species are listed in FFWCC's Official Lists - Florida's Endangered Species, Threatened Species and Species of Special Concern (June 2021). 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 the 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 the 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 known to occur in Alachua County have a possibility of occurring in this area as they are a gopher tortoise commensal species. These species include the eastern indigo snake

(*Drymarchon corais couperi*), Florida mouse (*Podomys floridanus*) and the gopher frog (*Rana capito*). However, none of these species were observed on the site at the time the wildlife assessments were conducted.

The site was surveyed for the existence of gopher tortoises through the use of pedestrian transects. The survey covered approximately 70% of the suitable gopher tortoise habitat present within the site boundaries. No gopher tortoises or gopher tortoise burrows were identified within the site. However, it is recommended to conduct a 100% gopher tortoise survey within 90 days prior to the start of construction activities, as a 100% gopher tortoise survey may be required by the FFWCC to confirm that no tortoises occupy the site.

It should be noted the FFWCC provides three (3) options for developers that have gopher tortoises on their site. These options include: 1) avoidance (i.e., maintain at least a 25-foot distance from construction activities), 2) preservation of habitat and 3) off-site relocation. If a gopher tortoise presence is confirmed on the site, a permit would be required through the FFWCC prior to any on-site construction activities. Based on the expected site development plan, the likely option for resolving a potential gopher tortoise issue is off-site relocation and would require that any gopher tortoise within 25 feet of proposed construction activities be relocated off-site to an approved recipient site.

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

The Eastern indigo snake (*Drymarchon couperi*) is listed as Threatened by USFWS, based on 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; in northern Florida and southern Georgia, it primarily occurs in sandhill habitats.

No evidence of eastern indigo snakes was observed within the site during the wildlife survey conducted by BTC. The site does not contain an abundance of gopher tortoise burrows, holes, cavities and other refugia to support this species nor does it contain suitable xeric eastern indigo snake habitat (scrub, sandhill, or scrubby flatwoods). In addition, based on the USFWS's August 2013 Consultation Key for the Eastern Indigo Snake, as the site is located in Alachua County and since the development of the site will likely result in the removal of less than twenty-five (25) acres of suitable xeric habitat (scrub, sandhill, or scrubby flatwoods) and less than twenty-five (25) gopher tortoise, a key determination would likely result in a finding of "not likely to adversely affect (NLAA)" the eastern indigo snake. As such, based on the required permit conditions that

would allow the above finding, a survey specific to eastern indigo snakes is not likely to be required. However, if a formal eastern indigo snake survey is required by the USFWS or another agency, the formal survey can be accomplished from October 1st-April 30th for a minimum of five (5) surveys with 2 days of optimal weather (overnight low temperature above 60º F). It should be noted that eastern indigo snake mitigation may be purchased in lieu of conducting a formal survey. At a minimum, a federal 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." Additionally, during site clearing, the USFWS may require following the recommendations in the Service's Standard Protection Measures for the Eastern Indigo Snake. This involves signage and educational material posted at the site.

***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 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 (F.A.C. 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 on the site or within the surrounding 660 feet of the site. This review revealed that there are no Bald Eagle nests through the 2021-2022 nesting season, on the site or within 660-feet of the site boundaries (see Figure 6 and Audubon Florida EagleWatch Map). 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. Generally, these consultation areas only become an issue if USFWS consultation is required, which is usually associated with federal permitting under Section 10 and Section 404 of the Clean Water Act (CWA). It should be noted that a listed 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.

A desktop review of USFWS Consultation Areas that may be associated with the subject site revealed that this site does not fall within any USFWS Consultation Areas (Figure 7).

ENVIRONMENTAL PERMITTING

Permitting through the Suwannee River Water Management District (SRWMD) and Florida Department of Environmental Protection (FDEP) will be required to develop the site. The approximate limits of the on-site wetlands/surface waters were delineated utilizing the top-of-bank method in accordance with local, state and federal guidelines (Figure 8). These delineations will need to be approved via an on-site wetland line review with all pertinent regulatory agencies during the permitting process. This site is located in the Santa Fe River Basin.

Suwannee River Water Management District (SRWMD)

An Environmental Resource Permit (ERP) will be required through the SRWMD to authorize the construction and operation of a stormwater management system for the site and for all wetland and/or other surface water impacts (both direct and secondary) in association with the development of the site. Impacts to the project's wetland and/or other surface water communities would be permittable by the SRWMD as long as the issues of elimination and reduction of wetland impacts have been addressed. Due to the on-site ponds which are historically shown to be upland cut, it is unlikely that mitigation will be required for any proposed wetland impacts. Coordination with the Division of Historical Resources (DHR) and the Florida Fish and Wildlife Conservation Commission (FFWCC) will be necessary as part of the ERP process.

Florida Department of Environmental Protection (FDEP)
State 404 Program

Section 404 of the Clean Water Act (CWA) requires that federal authorization be obtained for all activities that propose the placement of dredged or fill material in "Waters of the United States" (WOTUS). The regulatory program established by CWA Section 404 is jointly implemented by the United States Environmental Protection Agency (EPA) and the United States Army Corps of Engineers (USACE) and applies to regulated activities associated with development, water resource projects (dams, levees, etc.), infrastructure, and mining. Guidelines that outline the conditions under which the implementing agency may, or may not, issue a permit are described in CWA Section 404(b)(1) Guidelines. Included in those guidelines is the mandate that discharges of dredged or fill material into WOTUS are not permissible if (a) a practicable alternative exists that is less damaging to the aquatic environment, or (2) the nation's waters would be significantly degraded. Under that mandate, in most cases, the applicant's burden to justify impacts to jurisdictional wetlands includes an alternative sites analysis, in which the applicant is required to justify that the subject site is the most viable in the vicinity for the project, and will result in lesser environmental impacts compared to alternative site locations. The applicant is then required to demonstrate on-site avoidance and minimization of impacts, to the maximum practicable extent, while allowing for the project purpose.

CWA Section 404(b)(1) Guidelines also define conditions under which a State may assume the permitting authority under CWA Section 404. In December of 2020, the Florida Department of Environmental Protection (FDEP) assumed federal permitting authority for most wetland and surface water resources regulated exclusively under Section 404 of the Clean Water Act (CWA). The State 404 Program is a separate program and process from the existing State ERP Program described in the SRWMD section above, and applies only to those waters not regulated under other federal legislation. Wetlands and surface water resources associated with tidal waters or traditional navigable waters are regulated under Section 10 of the Rivers and Harbors Act. For those waters

("retained waters"), including wetlands and/or other surface waters that fall within the 300-foot guideline established from the ordinary high-water mark or mean high tide line of the Section 10 waters, the USACE will retain federal permitting authority. It should be noted that regulated activities proposed in waters assumed by the State 404 Program are still required to meet all standards mandated under the CWA Section 404(b)(1) guidelines.

With respect to the subject site, as the majority of onsite wetlands are not associated with Section 10 waters, the federal permitting authority has been assumed by the FDEP under Section 404. Currently, FDEP considers all wetland and/or surface water resources to be federally jurisdictional unless the applicant provides documentation proving otherwise. Once a site plan has been created, a Waters of the U.S. (WOTUS) Determination and "No Permit Required" can be submitted to determine jurisdictional and non-jurisdictional systems (interior, isolated). We believe these systems, the upland excavated reservoirs, woud be considered as non-WOTUS.

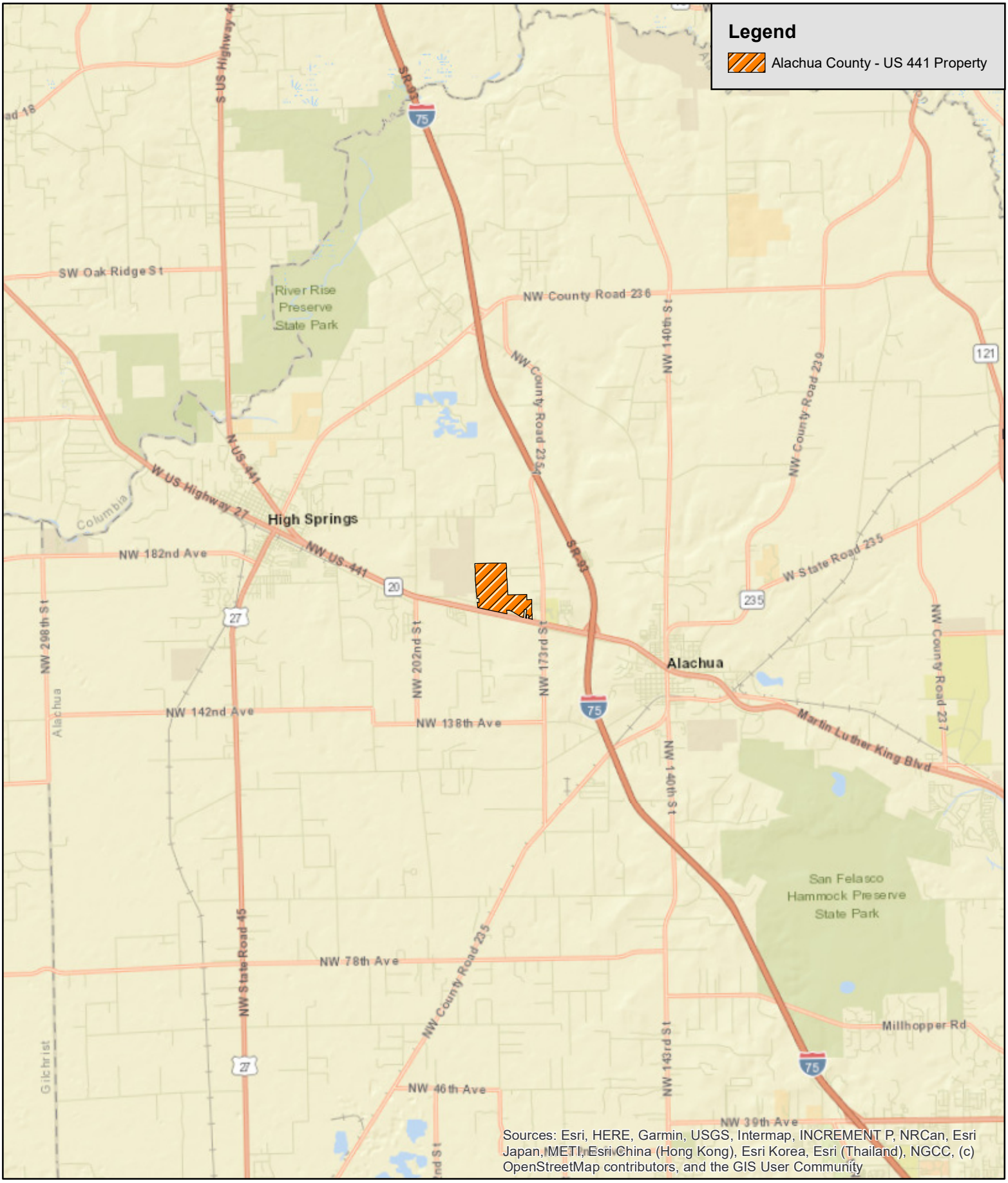
The environmental limitations described in this document are based on observations and technical information available on the date of the on-site evaluation. This report is for general planning purposes only. The limits of any on-site wetlands/surface waters can only be determined and verified through 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 on Table 1 (attached), 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,

Nathan Johnson
Field Biologist

Stephen Butler
Director

Attachments



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

Alachua County - US 441 Property
Alachua County, Florida
Figure 1
Location Map

N
W E
S

2
Miles

Project #: 1036-07
Produced By: JDH
Date: 7/8/2022

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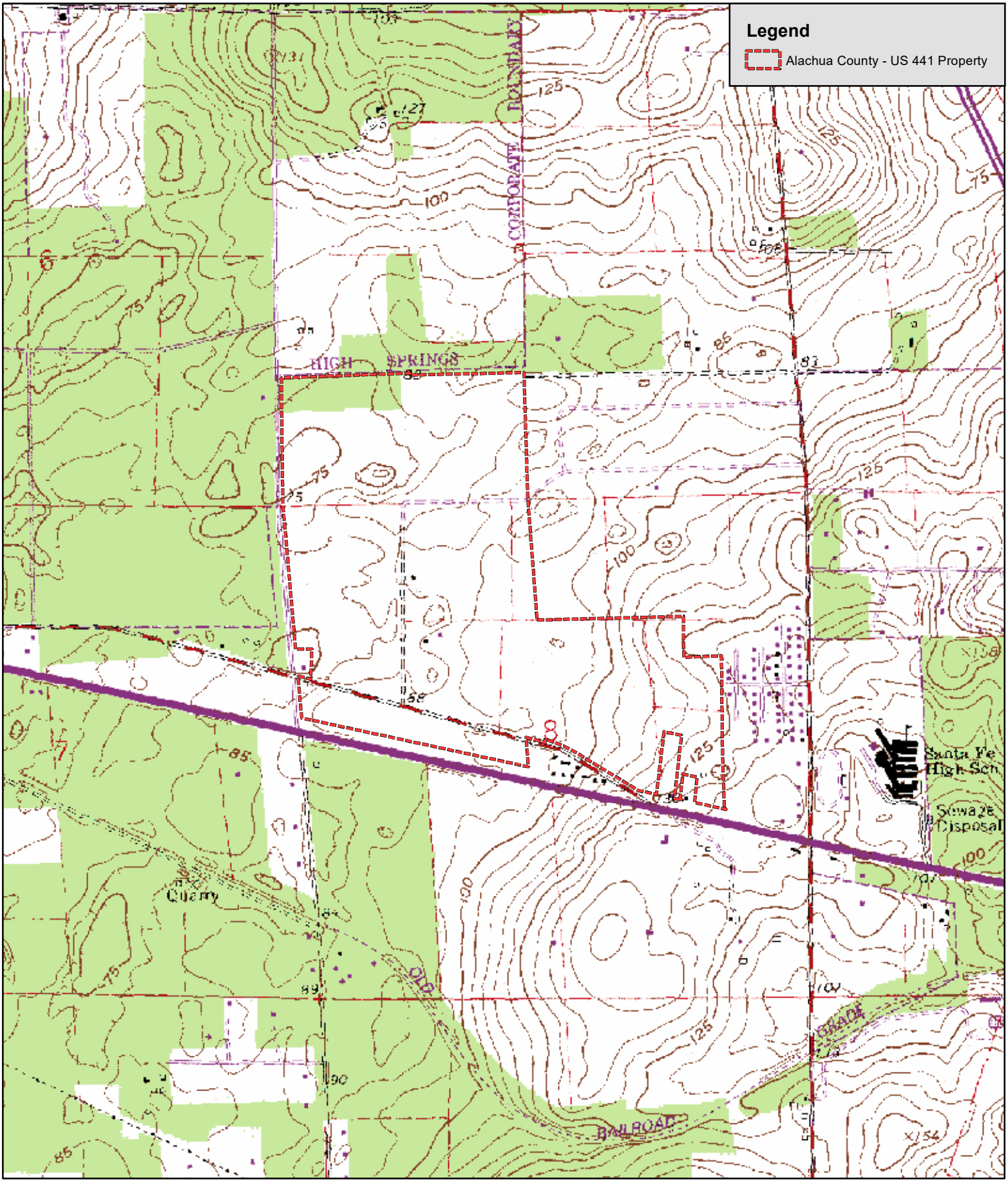
Alachua County - US 441 Property
Alachua County, Florida
Figure 2
2021 Aerial Map

N
W E
S

1,000
Feet

Project #: 1036-07
Produced By: JDH
Date: 7/8/2022



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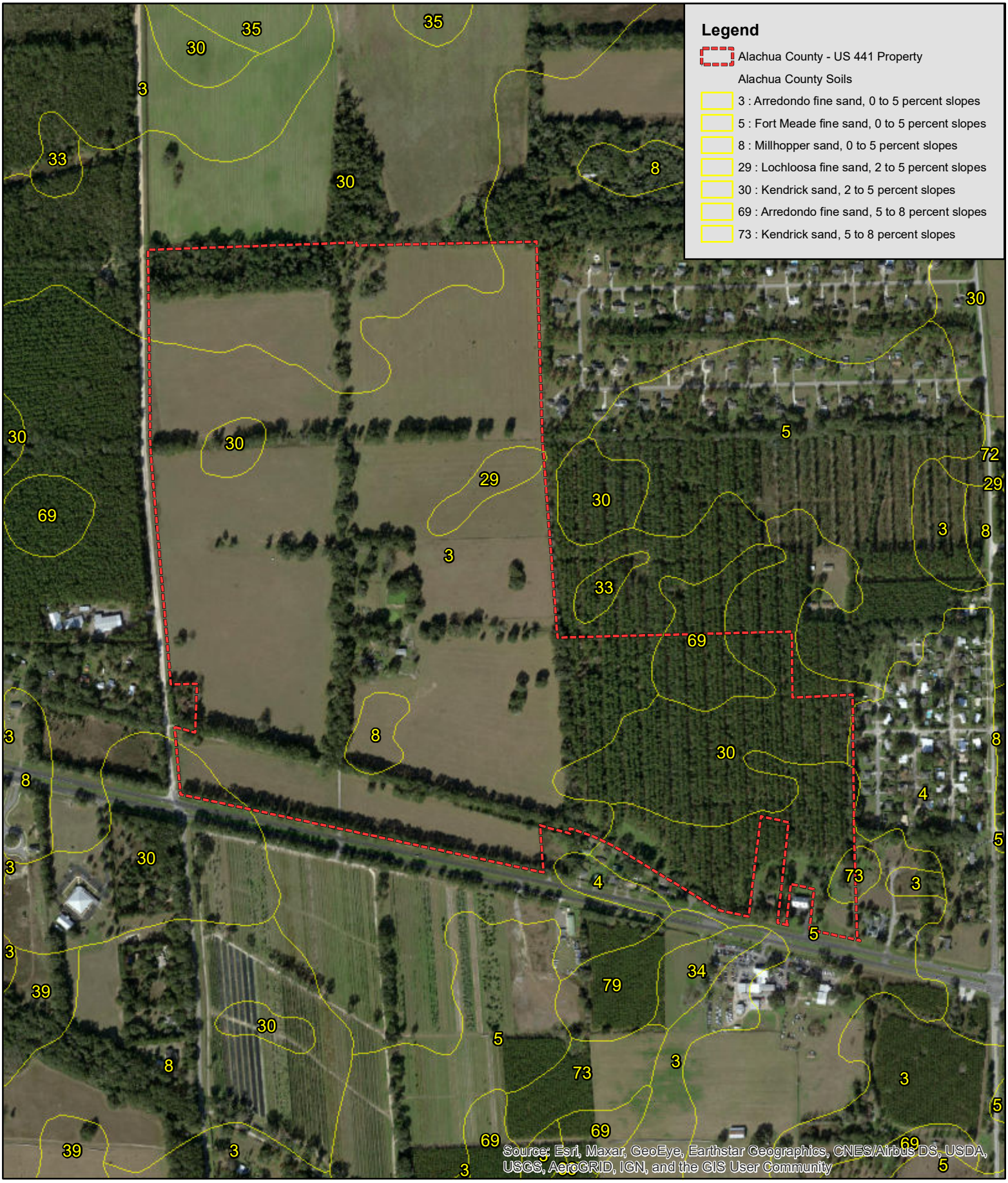
Alachua County - US 441 Property
Alachua County, Florida
Figure 3
USGS Topographic Map

N
W E
S

1,500 Feet

Project #: 1036-07
Produced By: JDH
Date: 7/8/2022



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Alachua County - US 441 Property
Alachua County, Florida
Figure 4
SSURGO Soils Map

N
W E
S

1,000 Feet

Project #: 1036-07
Produced By: NTJ
Date: 7/7/2022

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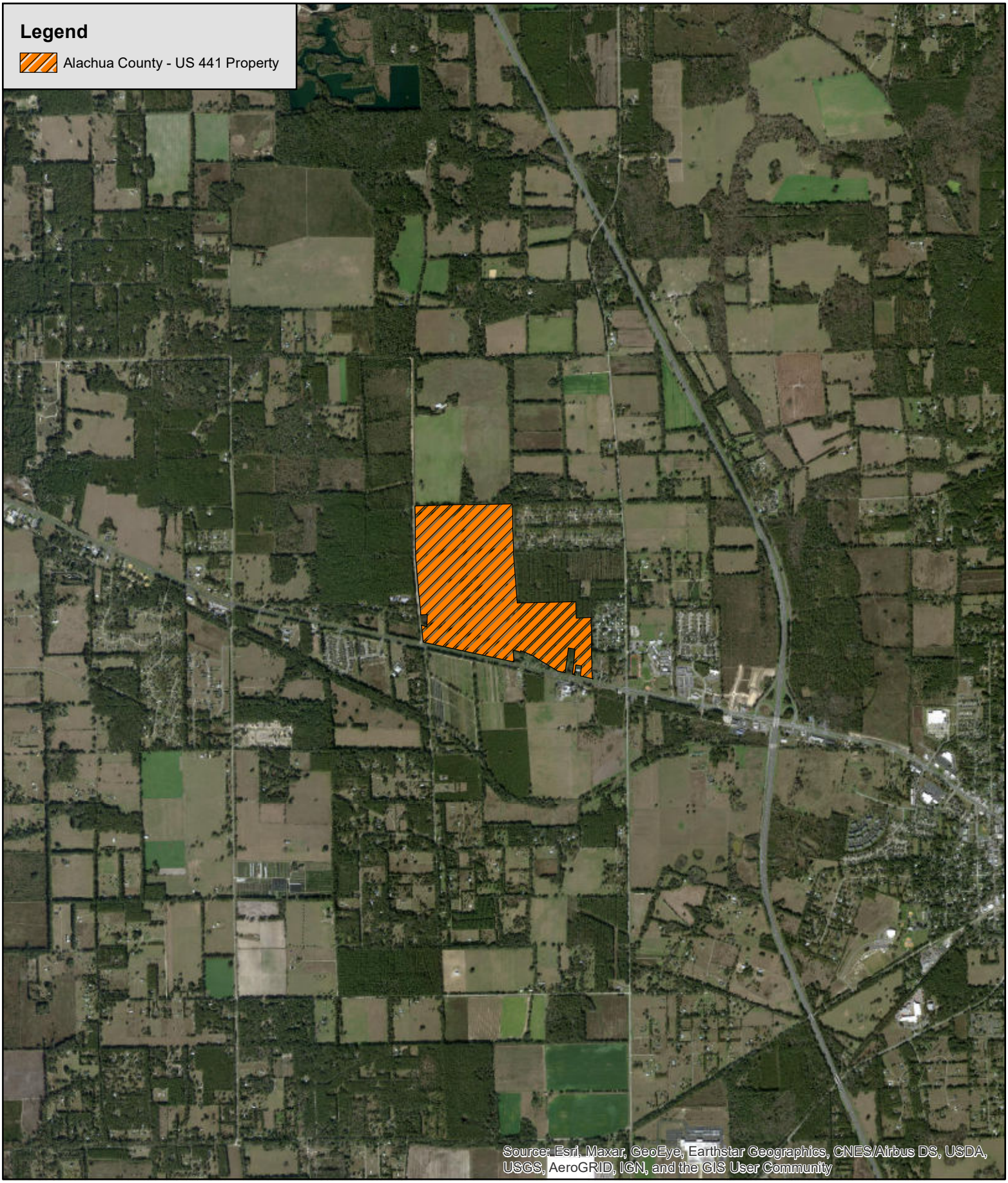
Alachua County - US 441 Property
Alachua County, Florida
Figure 5
FLUCFCS Map

N
W E
S

770
Feet

Project #: 1036-07
Produced By: NTJ
Date: 7/7/2022



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Alachua County - US 441 Property
Alachua County, Florida
Figure 6
Wildlife Proximity Map

N
W E
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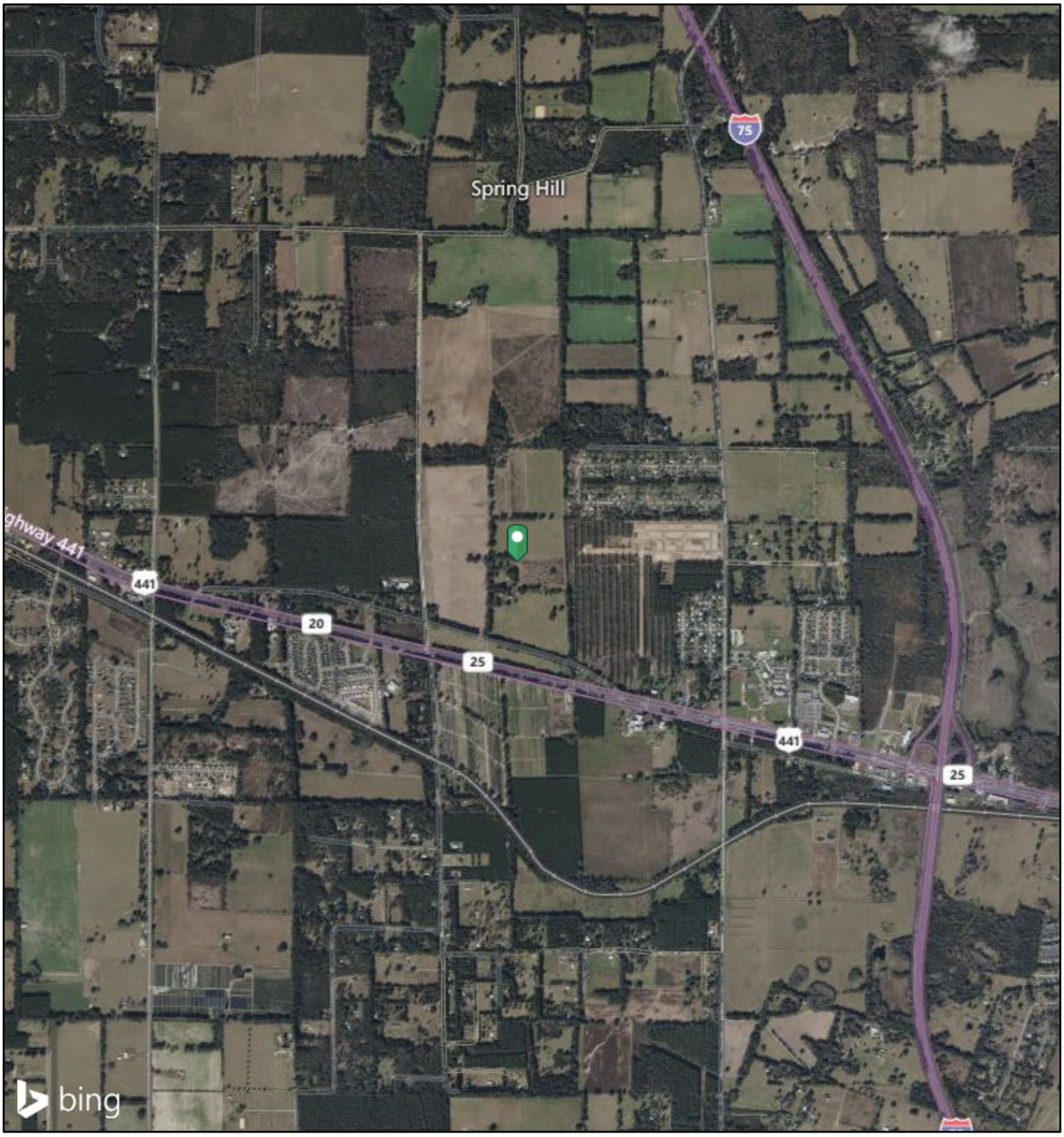
4,000
Feet

Project #: 1036-07
Produced By: NTJ
Date: 7/12/2022

Audubon EagleWatch Map



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1:36,112

0 0.28 0.55 1.1 mi

0 0.42 0.85 1.7 km

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ArcGIS Web AppBuilder
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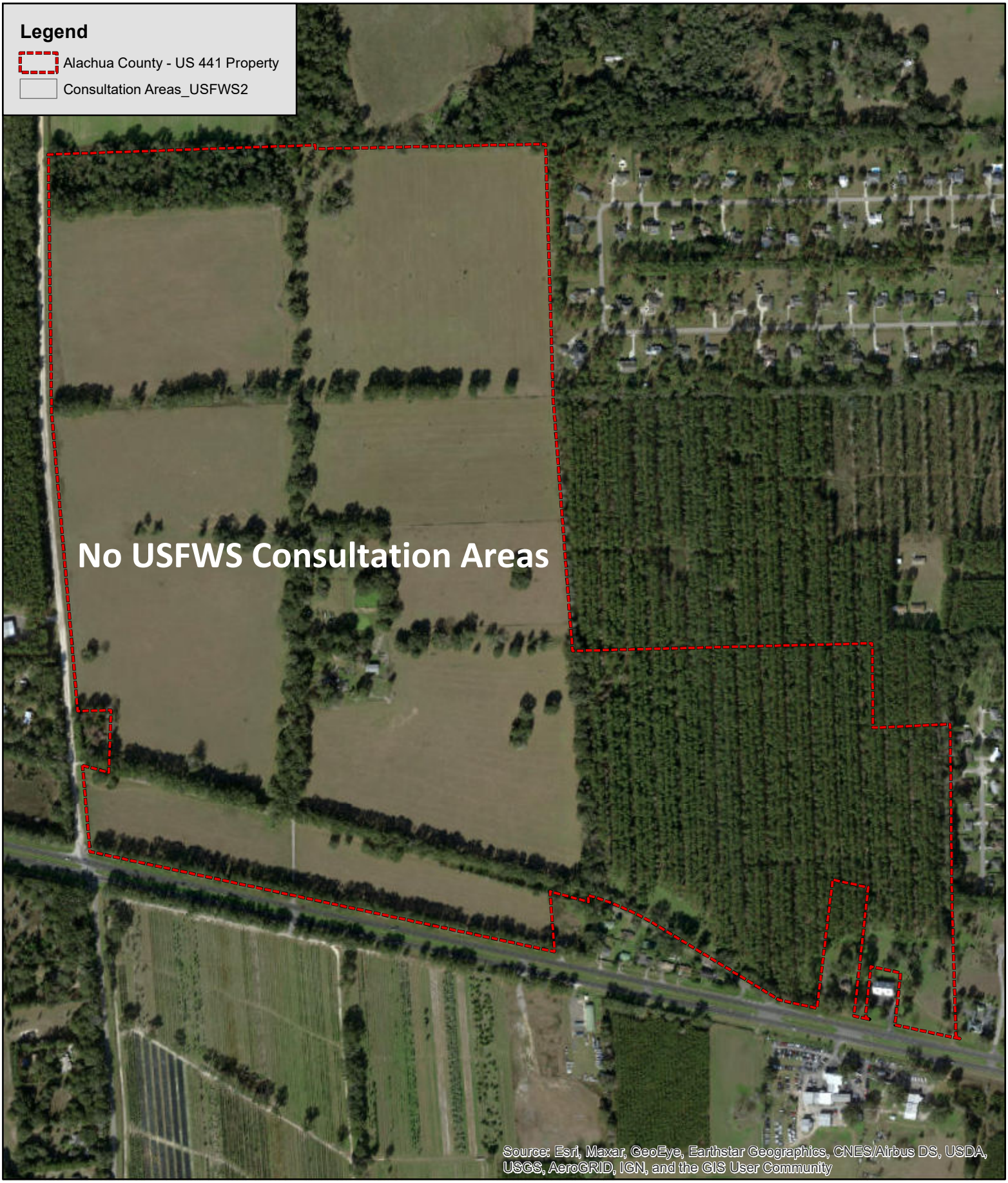

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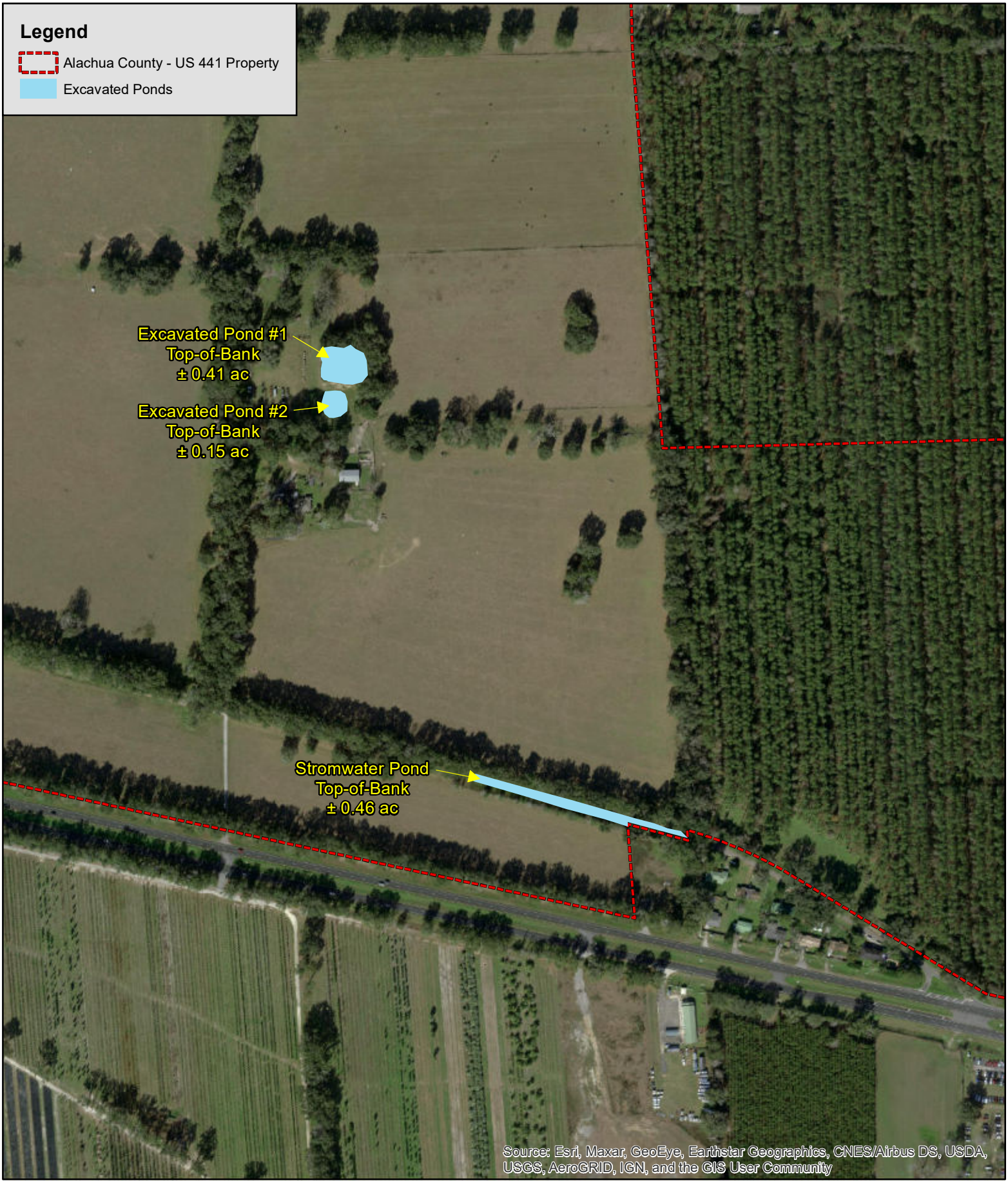
Alachua County - US 441 Property
Alachua County, Florida
Figure 7
USFWS Consultation Areas

N
W E
S

800
Feet

Project #: 1036-07
Produced By: NTJ
Date: 7/12/2022



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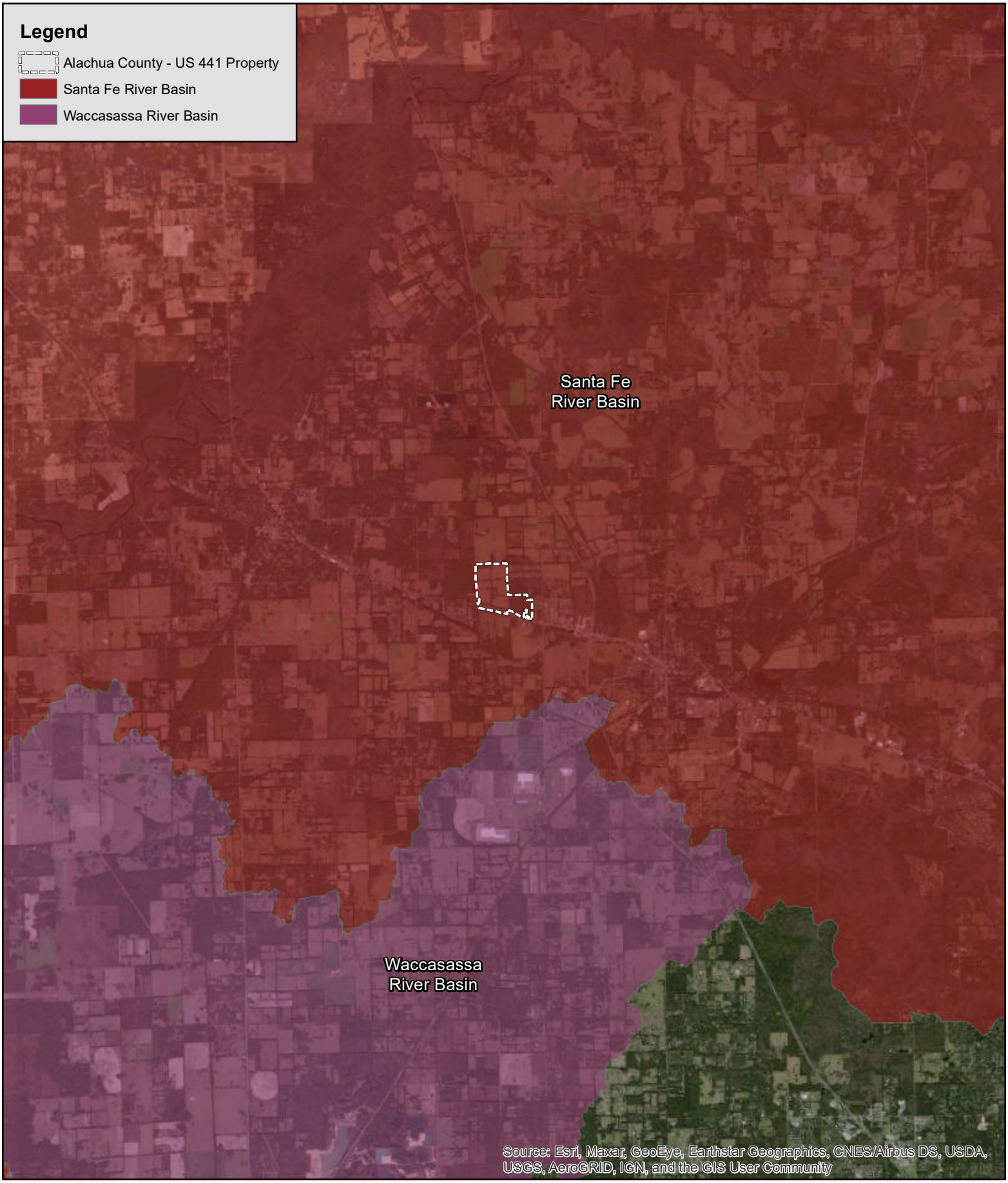
Alachua County - US 441 Property
Alachua County, Florida
Figure 8
Wetland Delineation Map

N
W E
S

500
Feet

Project #: 1036-07
Produced By: NTJ
Date: 7/12/2022



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Alachua County - US 441 Property
Alachua County, Florida
Figure 9
SRWMD Mitigation Basins

N
W E
S

12,000
Feet

Project #: 1036-07
Produced By: NTJ
Date: 7/12/2022

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

Electronic Articles of Incorporation For

P20000048037
FILED
June 24, 2020
Sec. Of State
dlokeefe

BRIARWOOD HOMEOWNERS ASSOCIATION OF ALACHUA, INC.

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

BRIARWOOD HOMEOWNERS ASSOCIATION OF ALACHUA, INC.

Article II

The principal place of business address:

643 EGRET PLACE DRIVE
WINTER GARDEN, FL. US 34787

The mailing address of the corporation is:

643 EGRET PLACE DRIVE
WINTER GARDEN, FL. US 34787

Article III

The purpose for which this corporation is organized is:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The number of shares the corporation is authorized to issue is:

1

Article V

The name and Florida street address of the registered agent is:

CRAIG J ROUHIER
643 EGRET PLACE DRIVE
WINTER GARDEN, FL. 34787

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: CRAIG J. ROUHIER

P20000048037
FILED
June 24, 2020
Sec. Of State
dlokeefe

Article VI

The name and address of the incorporator is:

CRAIG ROUHIER
643 EGRET PLACE DRIVE

WINTER GARDEN

Electronic Signature of Incorporator: CRAIG J. ROUHIER

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
CRAIG J ROUHIER
643 EGRET PLACE DRIVE
WINTER GARDEN, FL. 34787 UN

Title: VP
CRAIG F ROUHIER
405 CINNAMON OAK COURT
LAKE MARY, FL. 32746 UN

Article VIII

The effective date for this corporation shall be:

06/24/2020

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.**

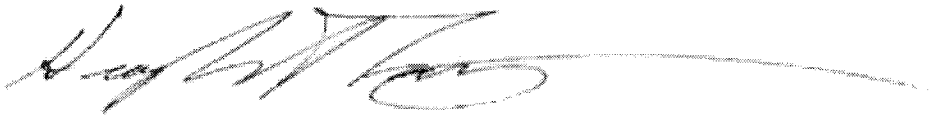
For projects which involve wetlands or surface waters, the Suwannee River Water Management District did not issue a federal authorization for use or impacts to wetlands under federal jurisdiction, this project. Therefore, you must apply directly to the US Army Corps of Engineers (USACE). More information 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

NEIGHBORHOOD MEETING

For a residential subdivision located on the west side of CR-235A, south of Briarwood Phase 3 and north of US Hwy. 441, Alachua, Florida.

Date: Monday, July 17, 2023

Time: 5:00 P.M.

Place: City of Alachua Public Library, 14913 NW 140th St, Alachua, FL 32615

Contact: Craig Rouhier at 407-756-0058

Troon Development, LLC will be holding a meeting to discuss the submission of the Preliminary Plat for 112 residential lots to the City of Alachua, Florida, located on 35 acres within the PD-RES zoning classification (Planned Development Residential). This is not a public hearing. Some of the uses permitted and requirements in this district include:

MIN. LOT WIDTH	SINGLE-FAMILY DETACHED: 34' SINGLE-FAMILY ATTACHED: 20' TOWNHOUSE: 100'
MIN. LOT DEPTH	DETACHED, ATTACHED, & TOWNHOUSE: 100'
SINGLE FAMILY DETACHED LOT WIDTH RANGE	34' TO 75'
MIN. LOT AREA	SINGLE-FAMILY DETACHED: 4,000 SQ. FT. SINGLE-FAMILY ATTACHED: 1,600 SQ. FT. TOWNHOUSE: 2,000 SQ. FT.

MAX. LOT COVERAGE	80%
MAX. BUILDING HEIGHT	SINGLE-FAMILY DETACHED & TOWNHOUSE: 35'-0" SINGLE-FAMILY ATTACHED: 65'-0"
ALLOWED USES	DWELLING, SINGLE-FAMILY ATTACHED; TOWNHOUSE; DWELLING, SINGLE-FAMILY DETACHED; OPEN SPACE; RESIDENTIAL AMENITIES; MULTIPLE-FAMILY (STANDALONE) DWELLING UNITS[5]

The purpose of the public meeting is to inform neighboring property owners of the proposed single-family development and to seek their comments.

PUBLIC NOTICE

Troon Development, LLC will be holding a neighborhood meeting on July 17th at 5PM at the Alachua City Library, 14913 NW 140 St., Alachua, FL 32615, to discuss the submission of the Preliminary Plat for approximately 115 residential lots to the City of Alachua, Florida, located on 35 acres within the PD-RES zoning classification (Planned Development Residential) of Briarwood Town Center. This is not a public hearing.

(Published: Alachua County Today - June 29, 2023)

Troon Development LLC - Neighborhood Workshop

2 col x 2.3 in =$47.15 at current dimensions

SPRUCE CREEK
Civil Engineering, Inc

1982 State Road 44, Suite 360
New Smyrna Beach, FL 32168

ORLANDO FL 328

26 JUN 2023 PM 5 L

CAUCHON MARC V DMD PA
PO BOX 1478
ALACHUA, FL 32615

NIXIE 322 FE 1 0007/02/23

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

BC: 32168834982 *0574-08924-26-45

UTF
32168>8349
32616-14787

SPRUCE CREEK
Civil Engineering, Inc

1982 State Road 44, Suite 360
New Smyrna Beach, FL 32168

ORLANDO FL 328

26 JUN 2023 PM 2 L

SMYDER TOYO A HEIRS
PO BOX 1067
HIGH SPRINGS, FL 32655-1067

NIXIE 322 FE 1 0007/02/23

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

BC: 32168834982 *0274-01965-26-46

UTF
32168>8349

BRIARWOOD PHASE 4 "TOWN MEETING" 7-17-23

	Name	Address	Email	Telephone
1	CRAIG ROCKHIER SR	5555 NW 40TH PL OCALA 34482	CROCKHIER@AOL.COM	407-453-6467
2	CRAIG ROCKHIER JR	" "	"	"
3	VETT-ROCKHIER	" "	"	"
4	DEBRA ROBINSON	16527 NW 115 Hwy 441 ATTACHED	N/A	386-462-2333
5	CARLOS A GONZALEZ	1641 NW 115hwy 441 Alachua	CARGON42@AOL.COM	787-698-2206
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David Glunt

From: crouhier@aol.com
Sent: Thursday, July 20, 2023 2:39 PM
To: Adam Hall
Cc: David Glunt; Craig Rouhier; Jeffrey Rouhier
Subject: Briarwood Phase 4 Town Hall sign in sheet and summary notes
Attachments: Sign in sheet Town Meeting Briarwood Phase 4 2023-07-20.pdf

Adam,

The attached file is the sign in sheet.

The meeting was held at the Alachua Public Library on Monday July 17th from 5:00 pm to 6:00 pm. David Glunt, the design civil engineer, presented an overview of the conceptual site plan for phase 4 and answered questions for the 4 people that attended from the public.

Questions were:

- Why isn't the County taking care of CR-235A?
- What kind of commercial is going in on US-441?
- There are many cars speeding on CR-235A and on US-441 ... what is the State of Florida doing about the excessive speeds?
- Discussion regarding a potential apartment site south of phase 4 ... how many units ... again traffic concerns.
- Discussion on the size of the interior streets ... all of the 4 attendees agreed that they do not like "F" curbs ... we let them know we are allowed to do a "Miami Gutter" design in phase 4.
- Lastly, Dave Glunt explained the development review process in the City of Alachua.

Craig Rouhier, Sr.

Owner_Mail_Name	Owner_Mail_Addr2	Owner_Mail_City	Owner_Ma	Owner_Mail_Zip
WITTS PROPERTIES LLC	5510 SW 41ST BLVD #206	GAINESVILLE	FL	32608
QUEEN LOIS L	16503 NW US HWY 441	ALACHUA	FL	32615
ELKINS DELRIE C LIFE ESTATE	PO BOX 2016	HIGH SPRINGS	FL	32655-2016
WALDRON KRISTIE DENISE	16728 NW 174TH TER	ALACHUA	FL	32615-4731
PLUMLEY RYAN	16719 NW 175TH TER	ALACHUA	FL	32615
SMYDER CHARLES R SR SUCCESSOR TRUSTEE	PO BOX 842	ALACHUA	FL	32616-0842
FLORIDA TIMBER CO	PO BOX 357133	GAINESVILLE	FL	32635-7133
FIRST COAST ROAD RANGERS LLC	11461 BOOTE BLVD	JACKSONVILLE	FL	32218-4223
GONZALEZ & MORENO H/W	17794 NW 175TH AVE	ALACHUA	FL	32615
THOMAS MELISSA	16922 NW 174TH TER	ALACHUA	FL	32615
GONZALES CHARLES MANUEL & MEREDITH JOYCE	2891 SE 19TH AVE	GAINESVILLE	FL	32641-1065
BURNS & GONZALES	10616 THORNE DR	FT WASHINGTON	MD	20744
KINETIC PROPERTIES INC	PO BOX 15105	GAINESVILLE	FL	32604
CAUCHON MARIA ROCIO	449 HIGH TIDE DR	ST AUGUSTINE	FL	32080
RYAN LARMANN INSURANCE AGENCY INC	14521 MAIN ST	ALACHUA	FL	32615
FLORIDA TIMBER CO	PO BOX 357133	GAINESVILLE	FL	32635-7133
SCHLAF DEBRA	16634 NW 174TH TER	ALACHUA	FL	32615-2712
REED & SUMMERS	4985 NW 39TH AVE	GAINESVILLE	FL	32606
FLORIDA TIMBER CO	PO BOX 357133	GAINESVILLE	FL	32635-7133
GONZALES ROSA LEE HEIRS	16806 NW 175TH TER	ALACHUA	FL	32615
PARKER JOY A TRUSTEE	PO BOX 357133	GAINESVILLE	FL	32635
SALAZAR FLOSSIE LIFE ESTATE	16431 US HIGHWAY 441	ALACHUA	FL	32615-5265
BRYAN TAMMY D	5560 EMERALD RIDGE BLVD	LAKELAND	FL	33813-5211
ROBINSON & ROBINSON	16527 NW US HIGHWAY 441	ALACHUA	FL	32615
FLORIDA TIMBER CO	PO BOX 357133	GAINESVILLE	FL	32635-7133
GONZALEZ & MORENO H/W	17794 NW 175TH AVE	ALACHUA	FL	32615
GONZALES CHARLES MANUEL & MEREDITH JOYCE	2891 SE 19TH AVE	GAINESVILLE	FL	32641-1065
GREEN THOMAS RYAN & JOAN M	16722 NW 174TH TER	ALACHUA	FL	32615
PARKER JOY A TRUSTEE	PO BOX 357133	GAINESVILLE	FL	32635
FLORIDA TIMBER CO	PO BOX 357133	GAINESVILLE	FL	32605-7133
CAUCHON MARC V DMD PA	PO BOX 1478	ALACHUA	FL	32615
WITTS PROPERTIES LLC	5510 SW 41ST BLVD #206	GAINESVILLE	FL	32608
JTFA LLC	4881 NW 8TH AVE STE 4	GAINESVILLE	FL	32605
SMYDER TOYO A HEIRS	PO BOX 1067	HIGH SPRINGS	FL	32655-1067
FELLOWS BARBARA L	12330 NW 206TH TER	ALACHUA	FL	32615
PULLIAM RUFUS L	18021 NW 164TH LN	ALACHUA	FL	32615-4753
WITTS PROPERTIES LLC	5510 SW 41ST BLVD #206	GAINESVILLE	FL	32608
ECHEVERRY & GRAJALES W/H	16515 NW US 441	ALACHUA	FL	32615
MORGAN JACK L & BETTY	16806 NW 175TH TER	ALACHUA	FL	32615-4737
GONZALES CHARLES MANUEL & MEREDITH JOYCE	2891 SE 19TH AVE	GAINESVILLE	FL	32641-1065
MALLARD CONSTRUCTION & ELECTRIC LLC	9310 NW 188TH WAY	ALACHUA	FL	32615
COONS & NEEBLING	16710 NW 174TH TER	ALACHUA	FL	32615
HUNTER KADERIAN	16824 NW 174TH TER	ALACHUA	FL	32615
DASA RASANATH A	16916 NW 174TH TER	ALACHUA	FL	32615
ROGERS BILLY J & THERESA N	13 HICKORY VALLEY DR	CABOT	AR	72023-8186
GONZALES CHARLES MANUEL & MEREDITH JOYCE	2891 SE 19TH AVE	GAINESVILLE	FL	32641-1065
JESSIE RAYMOND M	120 SW DUKES DR LOT 14	LAKE CITY	FL	32024
CHIARELLI INVESTMENT CO	14707 NW 186TH AVE	ALACHUA	FL	32615
GONZALES FRANCES G	16816 NW 174TH TER	ALACHUA	FL	32615-4731
FLORIDA TIMBER CO	PO BOX 357133	GAINESVILLE	FL	32635-7133

HEATON & VAN CLEEF	16818 NW 175TH TER	ALACHUA	FL	32615
ROCKS CHRISTOPHER & RACHEL	16803 NW 175TH TER	ALACHUA	FL	32615
ORIE DEANDREW L & ADRIENNE D	16655 NW 175TH TER	ALACHUA	FL	32615-2709
LONGVALLEY I LLC	2500 LEHIGH AVE	GLENVIEW	IL	60026
WITTS PROPERTIES LLC	5510 SW 41ST BLVD #206	GAINESVILLE	FL	32608
PARKER JOY A TRUSTEE	PO BOX 357133	GAINESVILLE	FL	32635
FLORIDA TIMBER CO	PO BOX 357133	GAINESVILLE	FL	32635-7133
CARR JASON SHAW	16830 NW 175TH TER	ALACHUA	FL	32615
JARMON DONNA LYNN	16817 NW 175TH TER	ALACHUA	FL	32615
FLORIDA TIMBER CO	PO BOX 357133	GAINESVILLE	FL	32635
ALACHUA COUNTY HOUSING AUTHORITY	703 NE 1ST STREET	GAINESVILLE	FL	32601
MAXWELL & PROUD	16658 NW 175TH TER	ALACHUA	FL	32615
MYRICK ROBERT D & LINDA S	3715 NW 31ST TER	GAINESVILLE	FL	32605
ELKINS DELRIE LIFE ESTATE	PO BOX 2016	HIGH SPRINGS	FL	32655-2016
SAYERS JEAN-MARC	16904 NW 174TH TER	ALACHUA	FL	32615
GRANT VICKIE RENEE	16639 NW 175TH TER	ALACHUA	FL	32615
HEATON & VAN CLEEF	16818 NW 175TH TER	ALACHUA	FL	32615
GONZALES CHARLES MANUEL & MEREDITH JOYCE	2891 SE 19TH AVE	GAINESVILLE	FL	32641-1065
LAWSON & LAWSON	16825 NW 175TH TER	ALACHUA	FL	32615
GONZALES CHARLES MANUEL & MEREDITH JOYCE	2891 SE 19TH AVE	GAINESVILLE	FL	32641-1065
CARR JASON SHAW	16830 NW 175TH TER	ALACHUA	FL	32615
IMLER ALMA W HEIRS	17909 NW 164TH LN	ALACHUA	FL	32615-4753
GARCIA & GARCIA	17523 NW 168TH AVE	ALACHUA	FL	32615
PATNODE WILLIAM J & CATHERINE M	16608 NW 175TH TER	ALACHUA	FL	32615
CALTON & NALL	16704 NW 175TH TER	ALACHUA	FL	32615
PARKER CASEY JAMESON & SEU YUEN	16640 NW 175TH TER	ALACHUA	FL	32615

Name	Company	Street Address	City	State	Zip
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
Craig Parenteau	FL Deptarment of Environmental Protection	4801 Camp Ranch Road	Gainesville	FL	32641
Jeannette Hinsdale		P.O. Box 1156	Alachua	FL	32616
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
Bonnie Flynn		16801 NW 166th Drive	Alachua	FL	32615
Hugh & Jean Calderwood		14095 NW 174th Ave	Alachua	FL	32615
Lisia Jenkins		P.O. Box 1071	Alachua	FL	32616
Shasta Schoellhorn		15907 NW 188th St.	Alachua	FL	32615
Carrie Luke		16611 NW 138th Ave.	Alachua	FL	32615
Dena Courtney		P.O. Box 1215	High Springs	FL	32655
George & Joan Walker		12910 NW 151 Rd	Alachua	FL	32615

City of Alachua

PUBLIC SCHOOL STUDENT GENERATION CALCULATION FORM

PROJECT # | **APPLICATION DATE** 7/18/2023

NAME & DESCRIPTION OF PROJECT BRIARWOOD PHASE 4 SUBDIVISION

115 SINGLE FAMILY LOTS

PROJECT ADDRESS (Contact 911 Addressing @ 352.338.7361) 17000 BLOCK OF CR-235-A

CITY OF ALACHUA, FLORIDA

Tax Parcel Numbers 03044-010-002, 03044-012-001, 03044-012-003, 03044-012-004

AND 03044-012-005

Acreage 34.17

DEVELOPMENT DATA (check all that apply)

☑ Single Family — Number of Units: 115

☐ Multi Family — Number of Units:

☐ Exempt (See exemptions on page 2)

Level of Review

☑ Pre-Application Conference ☑ Preliminary ☐ Final ☐ 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	115	**units X 0.12 Elementary School Multiplier**	14	**Student Stations**
MIDDLE	115	**units X 0.06 Middle School Multiplier**	7	**Student Stations**
HIGH	115	**units X 0.09 High School Multiplier**	11	**Student Stations**

MULTI FAMILY RESIDENTIAL DEVELOPMENT STUDENT GENERATION CALCULATIONS

ELEMENTARY		**units X 0.09 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: CRAIG ROUHIER
Mailing Address: 643 EGRET PLACE DRIVE
WINTER GARDEN, FL 34787
Phone: 407 756-0058
Email: CROUHIER@GMAIL.COM

PROPERTY OWNER

Name: GOLDEN POND FARMS, INC.
Mailing Address PO BOX 357133
GAINSEVILLE, FL 32635
Phone: 352 318-8880
Email eparker84@gmail.com

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 2018-2019 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

A complete application for the development project was accepted on

Date: _____

Signed: _____

Printed Name: _____

SPRUCE CREEK
Civil Engineering, Inc

LEGAL AND PARCEL ID MEMO

To:	Adam Hall, AICP, City of Alachua Planning & Community Development
From:	David F Glunt P.E.
Date:	July 17, 2023
RE:	Briarwood Phase 4

This application is for a 115-lot single-family detached subdivision on ±34.17 acres. The property is proposed to be developed over a portion of Alachua County Tax Parcels 03044-010-002, 03044-012-001, 03044-012-003, 03044-012-004 and 03044-012-005. The site is located north of US Highway 441 and south of Briarwood Phases 1-3. A sketch and legal description of the property is provided on the following pages.

LEGAL DESCRIPTION

LEGAL DESCRIPTION:

A TRACT OF LAND BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2293, PAGE 2124 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, 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 SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST; THENCE RUN SOUTH 88°32'57" WEST, ALONG NORTH LINE OF SAID SECTION 8, A DISTANCE OF 3008.55 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 5 AS RECORDED IN PLAT BOOK "O", PAGE 32, OF SAID PUBLIC RECORDS, ALSO BEING THE SOUTHWEST CORNER OF NOELLE ESTATES REPLAT PHASE 1, AS RECORDED IN PLAT BOOK "S", PAGE 55, OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID NORTH LINE OF SAID SECTION 8, RUN SOUTH 04°20'12" EAST, ALONG THE WEST LINE OF THE EAST 1/2 (HALF) OF SAID SECTION 8, A DISTANCE OF 1336.34 FEET TO A POINT ON THE NORTH LINE OF THE NORTH ONE-QUARTER (1/4) OF THE SOUTHEAST ONE-QUARTER (1/4) OF SAID SECTION 8, AND THE POINT OF BEGINNING; THENCE RUN NORTH 88°33'28" EAST, A DISTANCE OF 1576.94 FEET; THENCE RUN SOUTH 00°39'36" EAST, A DISTANCE OF 439.45 FEET; THENCE RUN NORTH 88°30'35" EAST, A DISTANCE OF 402.04 FEET TO A POINT ON THE WEST LINE OF SANTA FE HILLS SUBDIVISION, AS RECORDED IN PLAT BOOK 'E", PAGE 73 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 00°51'10" EAST, ALONG SAID WEST LINE OF SAID SUBDIVISION, A DISTANCE OF 639.78 FEET; THENCE RUN NORTH 89°56'25" WEST, A DISTANCE OF 602.23 FEET TO THE NORTHEAST CORNER OF PARCEL 1, WINDSOR FARMS, AN UNRECORDED SUBDIVISION; THENCE RUN NORTH 58°37'56" WEST, A DISTANCE OF 1.94 FEET; THENCE RUN NORTH 68°55'46" WEST, A DISTANCE OF 60.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 145.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 13°19'48" EAST, 39.06 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°28'53", AN ARC LENGTH OF 39.18 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID CURVE, RUN SOUTH 89°35'24" WEST, A DISTANCE OF 134.21 FEET; THENCE RUN NORTH 00°24'36" WEST, A DISTANCE OF 275.00 FEET; THENCE RUN SOUTH 89°35'24" WEST, A DISTANCE OF 1151.70 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF (1/2) OF SAID SECTION 8; THENCE RUN NORTH 04°25'01" WEST, ALONG THE SAID WEST LINE OF THE EAST HALF (1/2) OF SAID SECTION 8, A DISTANCE OF 704.07 FEET TO THE POINT OF BEGINNING.

CONTAINING 34.17 ACRES, MORE OR LESS.

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

CERTIFIED TO:

TROON CREEK 3, LLC

SHEET NO.
1 OF 2

This map prepared by:

CERTIFICATE OF AUTHORIZATION NO. L.B. 5075

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR ELECTRONIC DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CHAD A. COLSON, PSM License Number 7142 STATE OF FLORIDA Professional Surveyor and Mapper

CHAD A. COLSON

Professional Surveyor & Mapper Fla. License No. 7142

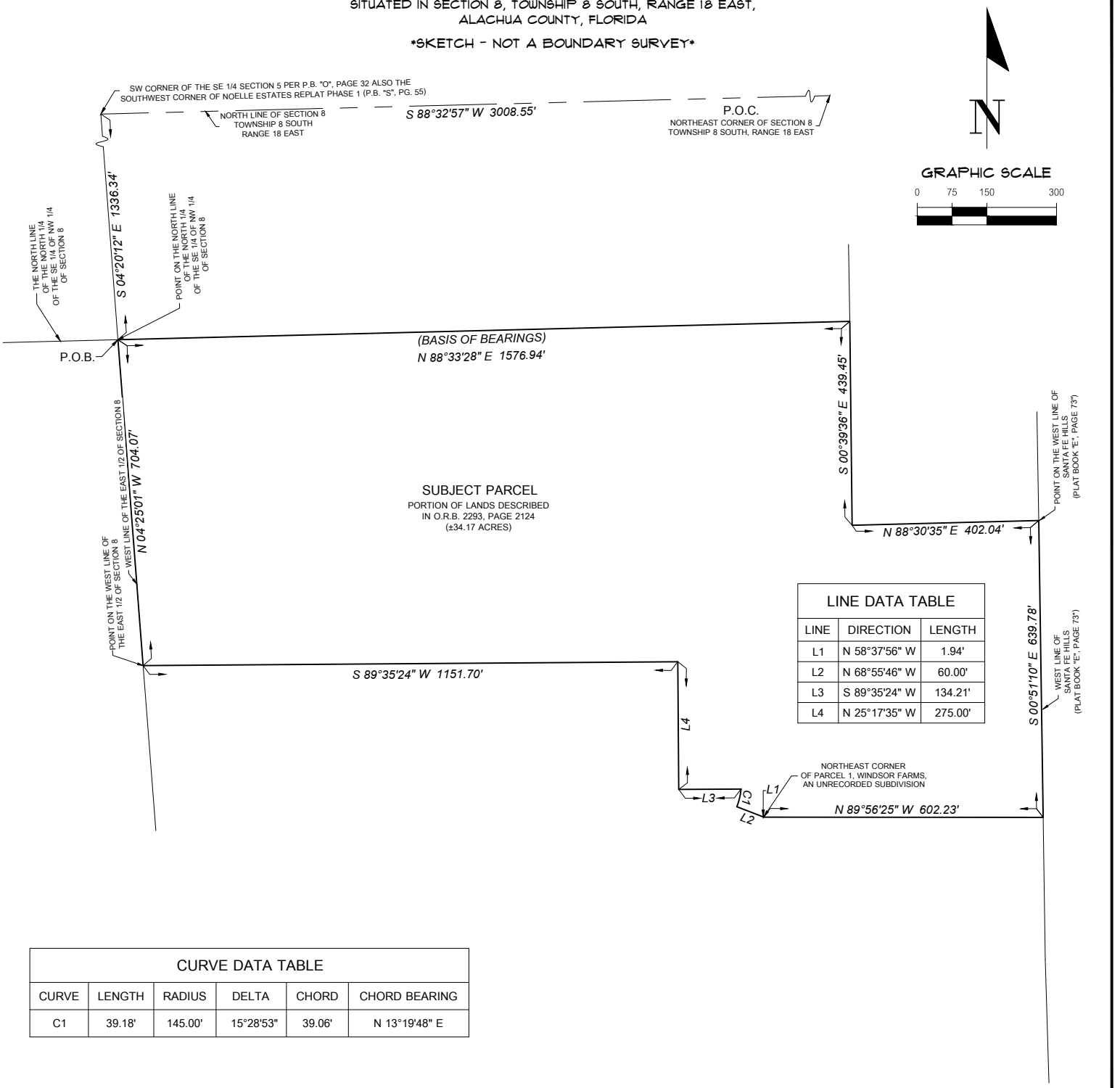
DATE: 07-06-2023
TECHNICIAN: WES
CHECKED BY: CAC
PROJECT NUMBER: 22-0246.01

CHW Professional Consultants
11801 Research Drive
Alachua, Florida 32615
(352) 331-1976
www.chw-inc.com
est. 1985 FLORIDA CA-5075

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SITUATED IN SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST,
ALACHUA COUNTY, FLORIDA

SKETCH - NOT A BOUNDARY SURVEY



LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1	N 58°37'56" W	1.94'
L2	N 68°55'46" W	60.00'
L3	S 89°35'24" W	134.21'
L4	N 25°17'35" W	275.00'

CURVE DATA TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	39.18'	145.00'	15°28'53"	39.06'	N 13°19'48" E

LEGEND:

O.R.B. = OFFICIAL RECORDS BOOK
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
———— = ADJOINER LINE
———— = SUBJECT PARCEL LINE

SURVEYOR'S NOTES:

1.) BEARINGS SHOWN HEREON ARE BASED ON A VALUE OF N 88°33'28" E OF THE NORTH LINE OF SUBJECT PARCEL.

DESCRIPTION:

(SEE SHEET 1 OF 2)

CERTIFIED TO:

TROON CREEK 3, LLC

SHEET NO.: 2 OF 2

This map prepared by:

CERTIFICATE OF AUTHORIZATION NO. L.B. 5075

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR ELECTRONIC DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SEE SHEET ONE OF TWO

DATE: 07-06-2023
TECHNICIAN: WES
CHECKED BY: CAC
PROJECT NUMBER: 22-246.01

SCALE: 1" = 300'

VERIFY SCALE BAR IS ONE HALF INCH ON ORIGINAL DRAWING
0 1/2"
IF NOT ONE HALF INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

CHW Professional Consultants
11801 Research Drive
Alachua, Florida 32615
(352) 331-1976
www.chw-inc.com
est. 1985 FLORIDA CA-5075

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 1683699 2 PGS
2000 JUN 02 09:27 AM BK 2293 PG 2124
J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY,FLORIDA
CLERK1 Receipt#017328
Doc Stamp-Deed: 0.70
By: _____ D.C.

This document prepared by and to be returned to:
Gary D. Grunder
Gary D. Grunder Attorney at Law, P. A.
P. O. Box 727
High Springs, Florida, 32655

Tax Parcel Number:
03044-000-000

Grantee's Tax Identification Number:
Florida Timber Co. / 65-0201021

QUITCLAIM DEED

THIS INDENTURE made this 17th day of May, 2000,

BETWEEN Charles R. Smyder, whose post office address is P.O. Box 842, Alachua, Florida, 32616, herein called Grantor, and

Florida Timber Co., a Florida corporation, whose post office address is P.O. Box 7133, Gainesville, Florida, 32605, herein called Grantee,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 ($10.00) Dollars, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and forever quitclaim to grantee all of the following described land, situate, lying and being in the county(ies) of Alachua state of Florida, to wit:

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 Section 8; thence run South 1 deg. 47 min. 45 sec. East, along the East line of said Section, a distance of 3640.22 feet to the north Right-of-Way line (R/W) of US Highway No. 441; thence North 79 deg. 03 min. 19 sec. West, along said North R/W line, a distance of 471.55 feet to a concrete monument and the POINT OF BEGINNING; thence continue North 79 deg. 03 min. 19 sec. West along said R/W line, a distance of 1023.03 feet; thence North 5 deg. 01 min. 39 sec. East, a distance of 680.39 feet; thence South 79 deg. 03 min. 19 sec. East, a distance of 452.00 feet to a concrete monument at the Southwest corner of Santa Fe Hills as recorded in Plat Book "E", page 73 of the Public Records of Alachua County, Florida; thence South 87 deg. 28 min. 57 sec. East, along the South line of said subdivision, a distance of 477.99 feet; thence South 1 deg. 45 min. 29 sec. East, a distance of 765.55 feet to the North R/W line of US Highway No. 441 and the POINT OF BEGINNING. (N-4)

LESS AND EXCEPT the following described property: Commence at the Northeast corner of Section 8, Township 8 South, Range 18 East, Alachua County, Florida, for a point of reference. Thence run along the East line of said Section 8, South 01 deg. 47 min. 45 sec. East, 3640.22 feet to the North right of way line of U.S. Highway No. 441, thence run along said right of way line, North 79 deg. 03 min. 19 sec. West, 1274.53 feet to and for the point of beginning. Thence continue North 79 deg. 03 min. 19 sec. West, 137.45 feet to a point of curve, thence run along said curve (being concave to the Northeast, having a central angle of 84 deg. 06 min. 07 sec. and a radius of 25.00 feet) a distance of 36.70 feet to a point of tangent; thence run North 05 deg. 02 min. 49 sec. East, 252.64 feet, thence run South 79 deg. 03 min. 19 sec. East, 160.00 feet, thence run South 05 deg. 02 min. 49 sec. West, 275.19 feet to the point of beginning. Subject to easement for the purpose of ingress-egress and public utilities over and across the East 40 feet of South 70 feet thereof.

ALSO

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 Section 8; thence run South 1 deg. 47 min. 45 sec. East, along the East line of said section, a distance of 3640.22 feet to the North Right-of-Way line (R/W) of US Highway No. 441; thence North 79 deg. 03 min. 19 sec. West, along said North R/W line, a distance of 1694.27 feet to a concrete monument and the POINT OF BEGINNING; thence North 5 deg. 50 min. 15 sec. East, a distance of 679.46 feet; thence South 79 deg. 03 min. 19 sec. East, a distance of 642.03 feet to a concrete monument at the Southwest corner of Santa Fe Hills as per plat recorded in Plat Book "E", page 73 of the Public Records of Alachua County, Florida; thence North 2 deg. 05 min. 44 sec. West, along the West line of said subdivision, a distance of 946.31 feet; thence South 87 deg. 17 min. 33 sec. West, a distance of 402.00 feet; thence North 1 deg. 47 min. 45 sec. West, a distance of 439.43 feet; thence South 87 deg. 18 min.

22 sec. West, a distance of 1577.01 feet to the West line of the East Half of Section 8; thence South 5 deg. 35 min. 27 sec. East, along said West line, a distance of 1286.52 feet to the North R/W line of old State Road No. 25, said point being the point of curvature of a non-tangent curve, concave to the southwest, having a radius of 2281.63 feet, a central angle of 11 deg. 37 min. 34 sec., and a chord of 462.18 feet bearing South 65 deg. 41 min. 32 sec. East; thence southeasterly along said R/W curve, a distance of 462.98 feet to the end of said R/W curve; thence South 59 deg. 52 min. 45 sec. East, along said R/W line, a distance of 671.00 feet to the North R/W line of US Highway No. 441; thence South 79 deg. 03 min. 19 sec. East, along said R/W line, a distance of 202.48 feet to the POINT OF BEGINNING. (N-6)

The subject property is not the homestead of the Grantor.

Grantor and grantee are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness: Print Name GARY D. GRUNDER

Charles R. Smyder

Witness: Print Name SARAH S. NYSTROM

State of Florida
County of Alachua

The foregoing instrument was acknowledged before me May 17, 2000 by Charles R. Smyder who

( ) is personally known to me
( ) who has produced a valid Florida driver's license as identification
( ) who produced _____ as identification

Notary Public at Large, State of Florida

GARY D. GRUNDER
OFFICIAL SEAL
Notary Public State Of Florida
My Commission Expires 7-6-2003
COMMISSION # CC 847763
PERSONALLY KNOWN OTHER ID

(SEAL)
5881v

ALATB15081F

John Power TAX COLLECTOR Serving Alachua County

2022 PAID REAL ESTATE 12587

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	PROPERTY ADDRESS	MILLAGE CODE
03044 010 002	UNASSIGNED LOCATION RE	1700

FLORIDA TIMBER CO
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	7.7662	14,700	0	14,700	114.16
LIBRARY GENERAL	1.0565	14,700	0	14,700	15.53
SCHOOL CAP PROJECT	1.5000	14,700	0	14,700	22.05
SCHOOL DISCRNRY & CN	0.7480	14,700	0	14,700	11.00
SCHOOL GENERAL	3.2500	14,700	0	14,700	47.78
SCHOOL VOTED	1.0000	14,700	0	14,700	14.70
CHILDREN'S TRUST	0.4612	14,700	0	14,700	6.78
SUWANNEE RIVER WATER MGT DIST	0.3368	14,700	0	14,700	4.95
CITY OF ALACHUA	5.3900	14,700	0	14,700	79.23

TOTAL MILLAGE 21.5087 AD VALOREM TAXES $316.18

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

LEGAL DESCRIPTION

COM NE COR SEC S 3640.22 FT TO N R/W HWY 441 N 79 DEG W 1694.27 FT POB N 5 DEG E
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 $316.18

IF PAID BY	Nov 30, 2022				
PLEASE PAY	$0.00				

JOHN POWER, CFC
ALACHUA COUNTY TAX COLLECTOR

2022 PAID REAL ESTATE 12587

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 010 002	UNASSIGNED LOCATION RE

FLORIDA TIMBER CO
PO BOX 357133
GAINESVILLE, FL 32635

PAY ONLY ONE AMOUNT

	IF PAID BY	PLEASE PAY
☐	Nov 30, 2022	$0.00
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WANT TO RECEIVE YOUR BILL ELECTRONICALLY NEXT YEAR? VISIT www.AlachuaCollector.com AND SIGN UP FOR E-BILLS!

Receipt # 22-0050920 $303.53 Paid 12/05/2022
11/30/2022 Effective Date

ALATB15081F

John Power TAX COLLECTOR Serving Alachua County

2022 PAID REAL ESTATE 12601

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	PROPERTY ADDRESS	MILLAGE CODE
03044 012 005	UNASSIGNED LOCATION RE	1700

FLORIDA TIMBER CO
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	7.7662	2,000	0	2,000	15.53
LIBRARY GENERAL	1.0565	2,000	0	2,000	2.11
SCHOOL CAP PROJECT	1.5000	2,000	0	2,000	3.00
SCHOOL DISCRNRY & CN	0.7480	2,000	0	2,000	1.50
SCHOOL GENERAL	3.2500	2,000	0	2,000	6.50
SCHOOL VOTED	1.0000	2,000	0	2,000	2.00
CHILDREN'S TRUST	0.4612	2,000	0	2,000	0.92
SUWANNEE RIVER WATER MGT DIST	0.3368	2,000	0	2,000	0.67
CITY OF ALACHUA	5.3900	2,000	0	2,000	10.78

TOTAL MILLAGE 21.5087 AD VALOREM TAXES $43.01

LEGAL DESCRIPTION

COM NW COR E1/2 SEC S 5 DEG E 1958.57 FT POB S 5 DEG E 663.77 FT SELY ALG CURVE
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	$43.01

IF PAID BY	Nov 30, 2022				
PLEASE PAY	$0.00				

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

JOHN POWER, CFC
ALACHUA COUNTY TAX COLLECTOR

2022 PAID REAL ESTATE 12601
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 012 005	UNASSIGNED LOCATION RE

FLORIDA TIMBER CO
PO BOX 357133
GAINESVILLE, FL 32635

PAY ONLY ONE AMOUNT

IF PAID BY	PLEASE PAY
☐ Nov 30, 2022	$0.00
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Receipt # 22-0050920 $41.29 Paid 12/05/2022
11/30/2022 Effective Date

ALATB15081F

John Power TAX COLLECTOR Serving Alachua County

2022 PAID REAL ESTATE 12600

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	PROPERTY ADDRESS	MILLAGE CODE
03044 012 004	UNASSIGNED LOCATION RE	1700

FLORIDA TIMBER CO
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	7.7662	2,000	0	2,000	15.53
LIBRARY GENERAL	1.0565	2,000	0	2,000	2.11
SCHOOL CAP PROJECT	1.5000	2,000	0	2,000	3.00
SCHOOL DISCRNRY & CN	0.7480	2,000	0	2,000	1.50
SCHOOL GENERAL	3.2500	2,000	0	2,000	6.50
SCHOOL VOTED	1.0000	2,000	0	2,000	2.00
CHILDREN'S TRUST	0.4612	2,000	0	2,000	0.92
SUWANNEE RIVER WATER MGT DIST	0.3368	2,000	0	2,000	0.67
CITY OF ALACHUA	5.3900	2,000	0	2,000	10.78

TOTAL MILLAGE 21.5087 AD VALOREM TAXES $43.01

LEGAL DESCRIPTION

COM NW COR E1/2 SEC S 5 DEG E 2622.34 FT SELY ALG CURVE 315.27 FT POB SELY ALG C
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 $43.01

IF PAID BY	Nov 30, 2022				
PLEASE PAY	$0.00				

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

JOHN POWER, CFC
ALACHUA COUNTY TAX COLLECTOR

2022 PAID REAL ESTATE 12600

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 012 004	UNASSIGNED LOCATION RE

FLORIDA TIMBER CO
PO BOX 357133
GAINESVILLE, FL 32635

PAY ONLY ONE AMOUNT

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☐	Nov 30, 2022	$0.00
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Receipt # 22-0050920 $41.29 Paid 12/05/2022
11/30/2022 Effective Date

ALATB15081F

John Power TAX COLLECTOR Serving Alachua County

2022 PAID REAL ESTATE 12599

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	PROPERTY ADDRESS	MILLAGE CODE
03044 012 003	UNASSIGNED LOCATION RE	1700

FLORIDA TIMBER CO
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	7.7662	2,000	0	2,000	15.53
LIBRARY GENERAL	1.0565	2,000	0	2,000	2.11
SCHOOL CAP PROJECT	1.5000	2,000	0	2,000	3.00
SCHOOL DISCRNRY & CN	0.7480	2,000	0	2,000	1.50
SCHOOL GENERAL	3.2500	2,000	0	2,000	6.50
SCHOOL VOTED	1.0000	2,000	0	2,000	2.00
CHILDREN'S TRUST	0.4612	2,000	0	2,000	0.92
SUWANNEE RIVER WATER MGT DIST	0.3368	2,000	0	2,000	0.67
CITY OF ALACHUA	5.3900	2,000	0	2,000	10.78

TOTAL MILLAGE 21.5087 AD VALOREM TAXES $43.01

LEGAL DESCRIPTION

COM NW COR E1/2 SEC S 5 DEG E 2622.34 FT SELY ALG CURVE 462.96 FT S 59 DEG E 108
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 $43.01

IF PAID BY PLEASE PAY	Nov 30, 2022 $0.00				

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

JOHN POWER, CFC
ALACHUA COUNTY TAX COLLECTOR

2022 PAID REAL ESTATE 12599
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 012 003	UNASSIGNED LOCATION RE

FLORIDA TIMBER CO
PO BOX 357133
GAINESVILLE, FL 32635

PAY ONLY ONE AMOUNT

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☐	Nov 30, 2022	$0.00
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Receipt # 22-0050920 $41.29 Paid 12/05/2022
11/30/2022 Effective Date

ALATB15081F

John Power TAX COLLECTOR Serving Alachua County

2022 PAID REAL ESTATE 12597

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	PROPERTY ADDRESS	MILLAGE CODE
03044 012 001	UNASSIGNED LOCATION RE	1700

FLORIDA TIMBER CO
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	7.7662	2,000	0	2,000	15.53
LIBRARY GENERAL	1.0565	2,000	0	2,000	2.11
SCHOOL CAP PROJECT	1.5000	2,000	0	2,000	3.00
SCHOOL DISCRNRY & CN	0.7480	2,000	0	2,000	1.50
SCHOOL GENERAL	3.2500	2,000	0	2,000	6.50
SCHOOL VOTED	1.0000	2,000	0	2,000	2.00
CHILDREN'S TRUST	0.4612	2,000	0	2,000	0.92
SUWANNEE RIVER WATER MGT DIST	0.3368	2,000	0	2,000	0.67
CITY OF ALACHUA	5.3900	2,000	0	2,000	10.78

TOTAL MILLAGE 21.5087 AD VALOREM TAXES $43.01

LEGAL DESCRIPTION

COM NW COR E1/2 SEC S 5 DEG E 2622.34 FT SELY ALG CURVE 462.96 FT S 59 DEG E 625
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 $43.01

IF PAID BY	Nov 30, 2022				
PLEASE PAY	$0.00				

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

JOHN POWER, CFC
ALACHUA COUNTY TAX COLLECTOR

2022 PAID REAL ESTATE 12597

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 012 001	UNASSIGNED LOCATION RE

FLORIDA TIMBER CO
PO BOX 357133
GAINESVILLE, FL 32635

PAY ONLY ONE AMOUNT

	IF PAID BY	PLEASE PAY
☐	Nov 30, 2022	$0.00
☐		
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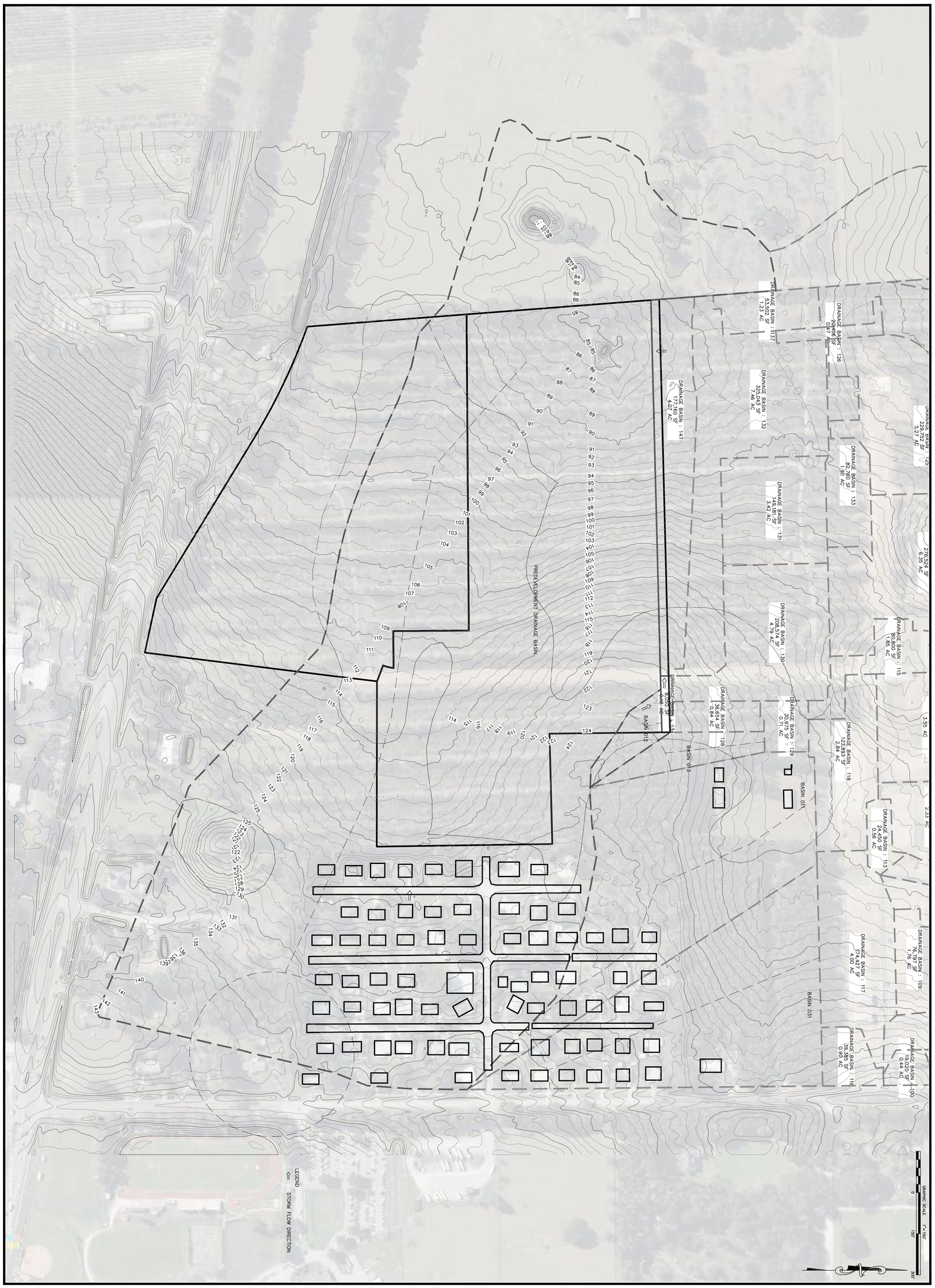
11/30/2022 Effective Date

Briarwood Phase 4
Preliminary Pre-development Drainage Basin Data
7/21/2023

Drainage Basin Name	Basin Area (Acres)	% Impervious	Pervious CN	Composite CN	Low Area (Acres)	% Low Area
EXISTING BASIN : E-1	90.0	7%	46.6	49.941	8.247	9%



C-401

16 OF 15

JOB # 2023.003
DATE: 7/11/23
SCALE: 1" = 150'
DESIGNED BY: DEG
DRAWN BY: DEG
APPROVED BY: DEG

NO.	DATE	REVISIONS
1		
2		
3		
4		
5		
6		
7		

ENGINEER IN CHARGE:

DAVID F. GLUNT, PE #57459
CERTIFICATE OF AUTHORIZATION NO. 33151

OWNER(S):

TROON DEVELOPMENT, LLC
643 EGRET PLACE DRIVE
WINTER GARDEN, FL 34787
(407) 756-0058

PRE DRAINAGE BASIN MAP

FOR

BRIARWOOD PHASE 4

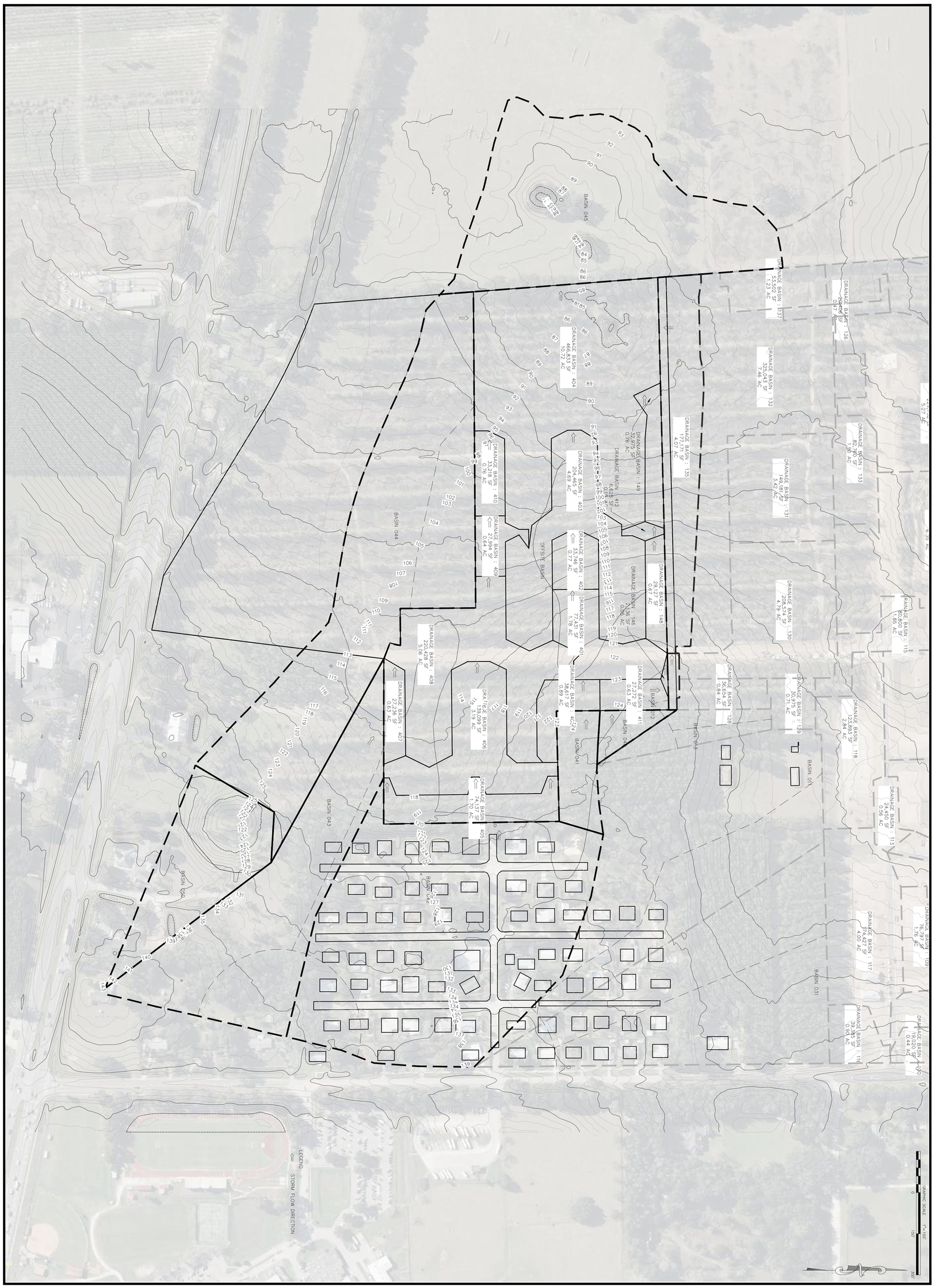
CITY OF ALACHUA FLORIDA

SPRUCE CREEK
Civil Engineering, Inc
1982 State Road 44
Suite 360
New Smyrna Beach, Florida 32168
(407) 325-5579

Briarwood Phase 4
Preliminary Post-development Onsite Drainage Basin Data
7/21/2023

SPRUCE CREEK
Civil Engineering, Inc

Drainage Basin Name	Basin Area (Acres)	% Impervious	Pervious CN	Composite CN	Pond Area (Acres)	% Pond Area
DRAINAGE BASIN : 134	0.19	60%	65	84.8	0.085	46%
DRAINAGE BASIN : 146	0.05	60%	65	84.8	0.000	0%
DRAINAGE BASIN : 135	4.07	60%	43	76	0.283	7%
DRAINAGE BASIN : 148	0.67	60%	54	80.4	0.000	0%
DRAINAGE BASIN : 149	0.76	60%	43	76	0.000	0%
DRAINAGE BASIN : 400	0.89	60%	65	84.8	0.402	45%
DRAINAGE BASIN : 401	1.78	60%	54	80.4	0.085	5%
DRAINAGE BASIN : 402	0.77	60%	43	76	0.081	11%
DRAINAGE BASIN : 403	4.69	60%	43	76	0.125	3%
DRAINAGE BASIN : 404	10.72	60%	43	76	4.657	43%
DRAINAGE BASIN : 405	1.70	60%	54	80.4	0.148	9%
DRAINAGE BASIN : 406	3.19	60%	54	80.4	0.423	13%
DRAINAGE BASIN : 407	0.63	60%	54	80.4	0.031	5%
DRAINAGE BASIN : 408	5.06	60%	65	84.8	0.127	3%
DRAINAGE BASIN : 409	0.64	60%	65	84.8	0.189	29%
DRAINAGE BASIN : 410	0.76	60%	65	84.8	0.151	20%
DRAINAGE BASIN : 411	0.63	60%	54	80.4	0.190	30%
DRAINAGE BASIN : 412	0.15	60%	43	76	0.025	17%
OFFSITE BASIN: 040	0.63	0%	43	43	0.000	0%
OFFSITE BASIN: 041	1.45	0%	43	43	0.000	0%
OFFSITE BASIN: 042	17.98	29%	43	58.9	0.000	0%
OFFSITE BASIN: 043	9.45	1%	43	43.6	0.000	0%
OFFSITE BASIN: 044	15.39	0%	54	54	0.000	0%
OFFSITE BASIN: 045	11.96	0%	43	43	3.296	28%
OFFSITE BASIN: 050	4.51	0%	54	54	0.781	17%
Totals	98.71522				11.080	11%
EXISTING DRAINAGE BASINS FROM PHASE 2-3 HIGHLIGHTED IN GRAY						



C-101

16 OF 13

JOB # 2023-003
DATE: 7/11/23
SCALE: 1" = 150'
DESIGNED BY: DFG
DRAWN BY: DFG
APPROVED BY: DFG

NO.	DESIGN/DRAWING	DATE

DATE REVISIONS

ENGINEER IN CHARGE:

DAVID F. GLUNT, PE #57459
CERTIFICATE OF AUTHORIZATION NO. 33151

OWNER(S):

TROON DEVELOPMENT, LLC
643 EGRET PLACE DRIVE
WINTER GARDEN, FL 34787
(407) 756-0058

POST DRAINAGE BASIN MAP

FOR

BRIARWOOD PHASE 4

CITY OF ALACHUA FLORIDA

SPRUCE CREEK
Civil Engineering, Inc
1982 State Road 44
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(407) 325-5579

C:\Users\david\OneDrive - sccivil.com\Projects\2022-003 Briarwood Phase 4\Drawings\Drainage\2022-003_post-storm basin.dwg Layout:16 POST DRAINAGE BASIN MAP Plotted:8/30/2023 11:57 AM
By: david

PRELIMINARY LIFT STATION REPORT

FOR

BRIARWOOD SUBDIVISION PHASES 1-4

(Alachua County, Florida, Section 20, Township 23S, Range 29E)

SPRUCE CREEK

Civil Engineering, Inc

Prepared for:

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

Prepared by:

Spruce Creek Civil Engineering, Inc.
1982 State Road 44
Suite 360
New Smyrna Beach, Florida 32169
(407) 325-5579

JULY 2023
REVISED AUGUST 2023

David F. Glunt, P.E.
FL PE 57459
Certificate of Authorization 33151

PROJECT SUMMARY:

The lift station currently located in Briarwood Phase 1 is constructed and cleared for service. The lift station was originally designed to handle Briarwood Phases 1-3, which is comprised of 229 single family homes. The intent was to allow future flows from the south and the west to be collected by the Briarwood infrastructure and pumped out by the lift station.

Briarwood Phase 4 includes the addition of 115 single family homes. The following calculations include the additional flow to the lift station. In summary, the lift station operates within the originally designed parameters without any changes to float elevations or pumps.

PRELIMINARY LIFT STATION CALCULATIONS

Briarwood (229 Lots) Lift Station

I. Design Flow Rates:

Land Use	Units	Unit Flow Rate GPD/Unit	Avg. Daily Flow (GPD)	Peak Daily Flow (GPD)
Single Family	344	350	120,400	361,200
			120,400	361,200

LIFT STATION DESIGN AVERAGE DAILY FLOW = 120,400 GPD
LIFT STATION DESIGN AVG. DAILY FLOW = 84 GPM

Peak Rate Factor = 2.5
LIFT STATION DESIGN PEAK FLOW = 209 GPM

II. Size Wet Well and Lift Station Yard Area:

T = (V / (Q-S)) + (V/S)

V = (S*T*(Q-S)) / Q

Where: T = Cycle Time (Min.)
S = Avg. Flow into Wet Well (GPM)
Q = Rated Pump Discharge (GPM)
V = Required Wet Well Storage Volume (Gal.)

For Minimum T =	10	Min.	Wet Well Diameter =	6.0	Feet
S =	84	GPM	Storage =	212	Gal./Ft.
Q =	209	GPM			
			Storage Depth =	**2.00**	**Feet**
Then V =	502	Gallons	**Storage Vol. =**	**423.04**	**Gallons**

Cycle Time for Peak Flow Condition = T = 4V/Q = 8.1 Minutes > 5.0 Minutes, OK

III. Wet Well Dimensions and Control Levels:

100 Year Flood Elevation	88.00	
Wet Well Top Elevation	**89.10**	
Influent Gravity Sewer Invert Elev.	78.00	
Freeboard =	2.00	Feet
Audible Alarm ON Elevation	76.00	
Freebaord =	0.00	Feet
Lag Pump & Alarm Light ON Elev.	76.00	
Freeboard =	1.00	Feet
Lead Pump ON Elev.	75.00	
Storage Depth =	2.00	Feet
Both Pumps OFF Elev.	73.00	
Sump Depth =	4.00	Feet
Wet Well Bottom Elevation	**69.00**	
Total Depth of Wet Well =	20.10	Feet
Station Yard Finish Grade Elevation =	88.60	
Minimum Station Yard Width =	19.6	Feet
Wet Well Outside Diameter =	7.3	Feet
Min. Station Easement Length & Width =	47	Feet
High Point Or HGL Elevation =	132.00	(HGL)
Static Head for Pumps =	**59.00**	**Feet**

IV. Check Wet Well Uplift:

Assume WT @ Elevation	89.10	
Wet Well Wall Thickness	8	Inches
Bottom Slab Lip	24	Inches
Bottom Slab Thickness	1	Feet
Bottom Slab Diameter	11.33	Feet
Volume of Water Displaced =	949.8	CF
Total Uplift Force =	**59,270**	**lbs.**
Volume of Concrete =	381.5	CF
Weight of Concrete =	57,229	lbs.
Volume of Soil Above Slab =	1178.7	CF
Weight of Soil Above Slab =	67,895	lbs.
Total Resistance Force =	**125,124**	**lbs.**
Factor of Safety =	**2.1**	

PRELIMINARY LIFT STATION CALCULATIONS

V. Calculation of System Head Curve:

Total Static Head = 59.00 Feet

		Station Piping		New 6" FM		Existing 8" FM	
Pipe Length (feet)		24		4153		1475	
Pipe Inside Dia. (inches)		6		6		8	
Pipe Area (Sq.-Ft.)		0.196		0.196		0.349	
Roughness C		140		140		140	
Fittings:	K-Value	No.	Tot K	No.	Tot K	No.	Tot K
Discharge Conn.	1.0	1	1	1	1	0	0
90 Deg. Bend	0.6	2	1.2	0	0	0	0
45 Deg. Bend	0.4	2	0.8	11	4.4	3	1.2
22.5 Deg. Bend	0.25	0	0	0	0	0	0
11.25 Deg. Bend	0.15	0	0	0	0	0	0
Expansion	0.5	1	0.5	0	0	0	0
Gate Valve	0.4	1	0.4	6	2.4	3	1.2
Check Valve	2.5	1	2.5	0	0	0	0
Wye Branch	0.5	2	1	0	0	0	0
Tee Branch	0.6	1	0.6	1	0.6	0	0
Total K-Value			8		8.4		2.4

SYSTEM HEAD CURVE

Q (gpm)	V (fps)	Friction Losses in Feet						TDH (feet)
		Pipe	Fittings	Pipe	Fittings	Pipe	Fittings	Total	
30	0.3	0.00	0.01	0.41	0.02	0.04	0.00	0.48	**59.48**
40	0.5	0.00	0.03	0.69	0.03	0.06	0.00	0.81	**59.81**
50	0.6	0.01	0.04	1.05	0.04	0.09	0.00	1.23	**60.23**
60	0.7	0.01	0.06	1.47	0.06	0.13	0.01	1.73	**60.73**
70	0.8	0.01	0.08	1.95	0.08	0.17	0.01	2.30	**61.30**
80	0.9	0.01	0.10	2.50	0.11	0.22	0.01	2.95	**61.95**
90	1.0	0.02	0.13	3.11	0.14	0.27	0.01	3.68	**62.68**
100	1.1	0.02	0.16	3.78	0.17	0.33	0.02	4.47	**63.47**
110	1.2	0.03	0.19	4.51	0.20	0.39	0.02	5.34	**64.34**
120	1.4	0.03	0.23	5.29	0.24	0.46	0.02	6.28	**65.28**
130	1.5	0.04	0.27	6.14	0.28	0.54	0.03	7.29	**66.29**
140	1.6	0.04	0.31	7.04	0.33	0.62	0.03	8.37	**67.37**
150	1.7	0.05	0.36	8.00	0.38	0.70	0.03	9.52	**68.52**
160	1.8	0.05	0.41	9.02	0.43	0.79	0.04	10.74	**69.74**
170	1.9	0.06	0.46	10.09	0.49	0.88	0.04	12.02	**71.02**
180	2.0	0.06	0.52	11.22	0.54	0.98	0.05	13.38	**72.38**
190	2.2	0.07	0.58	12.40	0.61	1.08	0.05	14.79	**73.79**
200	2.3	0.08	0.64	13.63	0.67	1.19	0.06	16.28	**75.28**
210	2.4	0.09	0.71	14.92	0.74	1.31	0.07	17.83	**76.83**
220	2.5	0.09	0.77	16.27	0.81	1.42	0.07	19.44	**78.44**
230	2.6	0.10	0.85	17.66	0.89	1.55	0.08	21.12	**80.12**
240	2.7	0.11	0.92	19.11	0.97	1.67	0.09	22.87	**81.87**
250	2.8	0.12	1.00	20.61	1.05	1.80	0.09	24.68	**83.68**
260	3.0	0.13	1.08	22.16	1.14	1.94	0.10	26.55	**85.55**
270	3.1	0.14	1.17	23.77	1.22	2.08	0.11	28.49	**87.49**
280	3.2	0.15	1.25	25.42	1.32	2.22	0.12	30.49	**89.49**
290	3.3	0.16	1.34	27.13	1.41	2.37	0.13	32.55	**91.55**

* ADF = Average Daily Flow.
* PDF = Peak Daily Flow.

Operating Point = 237 gpm @ 81.3 feet TDH Pumps: Flygt NP 3127 SH 3 ~ Adaptive 249

Wet Well Area =	28.27	sf	Inflow =	84	gpm
Pump On El. =	75.00	ft	Outflow =	237	gpm
Pump Off El. =	73.00	ft			
Storage Volume =	56.55	cf			
	423.04	gal			
Pump On Time =	2.76	minutes			
Pump Off Time =	5.06	minutes			

PRELIMINARY LIFT STATION CALCULATIONS

gpm= Flow in gallons per minute
d= Pipe diameter in inches
V= Velocity ft/sec
$V_{(m)}$= Velocity ft/min

i. Calculate *minimum required flow* for known pipe size and velocity:

2.0 ft/sec = min allowable velocity

d= **6.00** **"**
V= **2.50** **ft/sec**
$V_{(m)}$= **150.00** **ft/min**

Selected Pump

gpm= **220.32** minimum required flow

ii. Calculate *velocity* for known pipe size and flow: **6 " force main**

gpm= **237.00** *** operating point**
d= **6.00** **"**

$V = [gpm/(.0408)(d^2)]/60$

V= **2.69** ft/sec. actual - at design flow

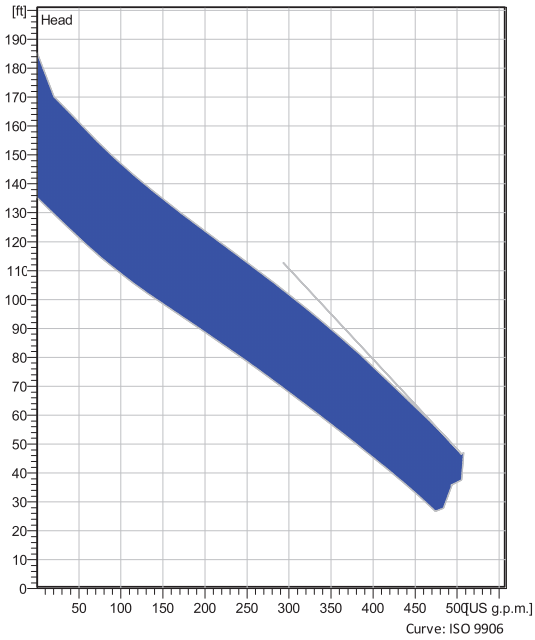
2.69 **>** **2.50** **OK**

NP 3127 SH 3~ Adaptive 249

Patented self cleaning semi-open channel impeller, ideal for pumping in waste water applications. Possible to be upgraded with Guide-pin® for even better clogging resistance. Modular based design with high adaptation grade.

Technical specification

Curves according to: Water, pure ,39.2 °F,62.428 lb/ft³,1.6889E-5 ft²/s



Curve: ISO 9906

Configuration

Motor number
N3127.060 21-11-2AL-W 11hp

Installation type
P - Semi permanent, Wet

Impeller diameter
146 mm

Discharge diameter
3 inch

Pump information

Impeller diameter
146 mm

Discharge diameter
3 inch

Inlet diameter
100 mm

Maximum operating speed
3495 rpm

Number of blades
2

Max. fluid temperature
40 °C

Materials

Impeller
Hard-Iron ™

Stator housing material
Grey cast iron

Project		**Created by**	
Block	0	**Created on**	4/23/2021 **Last update** 4/23/2021

NP 3127 SH 3~ Adaptive 249

Technical specification

Motor - General

Motor number N3127.060 21-11-2AL-W 11hp	**Phases** 3~	**Rated speed** 3495 rpm	**Rated power** 11 hp
ATEX approved No	**Number of poles** 2	**Rated current** 29 A	**Stator variant** 28
Frequency 60 Hz	**Rated voltage** 200 V	**Insulation class** H	**Type of Duty** S1
Version code 060			

Motor - Technical

Power factor - 1/1 Load 0.92	**Motor efficiency - 1/1 Load** 87.7 %	**Total moment of inertia** 0.434 lb ft²	**Starts per hour max.** 30
Power factor - 3/4 Load 0.90	**Motor efficiency - 3/4 Load** 88.4 %	**Starting current, direct starting** 256 A	
Power factor - 1/2 Load 0.85	**Motor efficiency - 1/2 Load** 87.7 %	**Starting current, star-delta** 85.4 A	

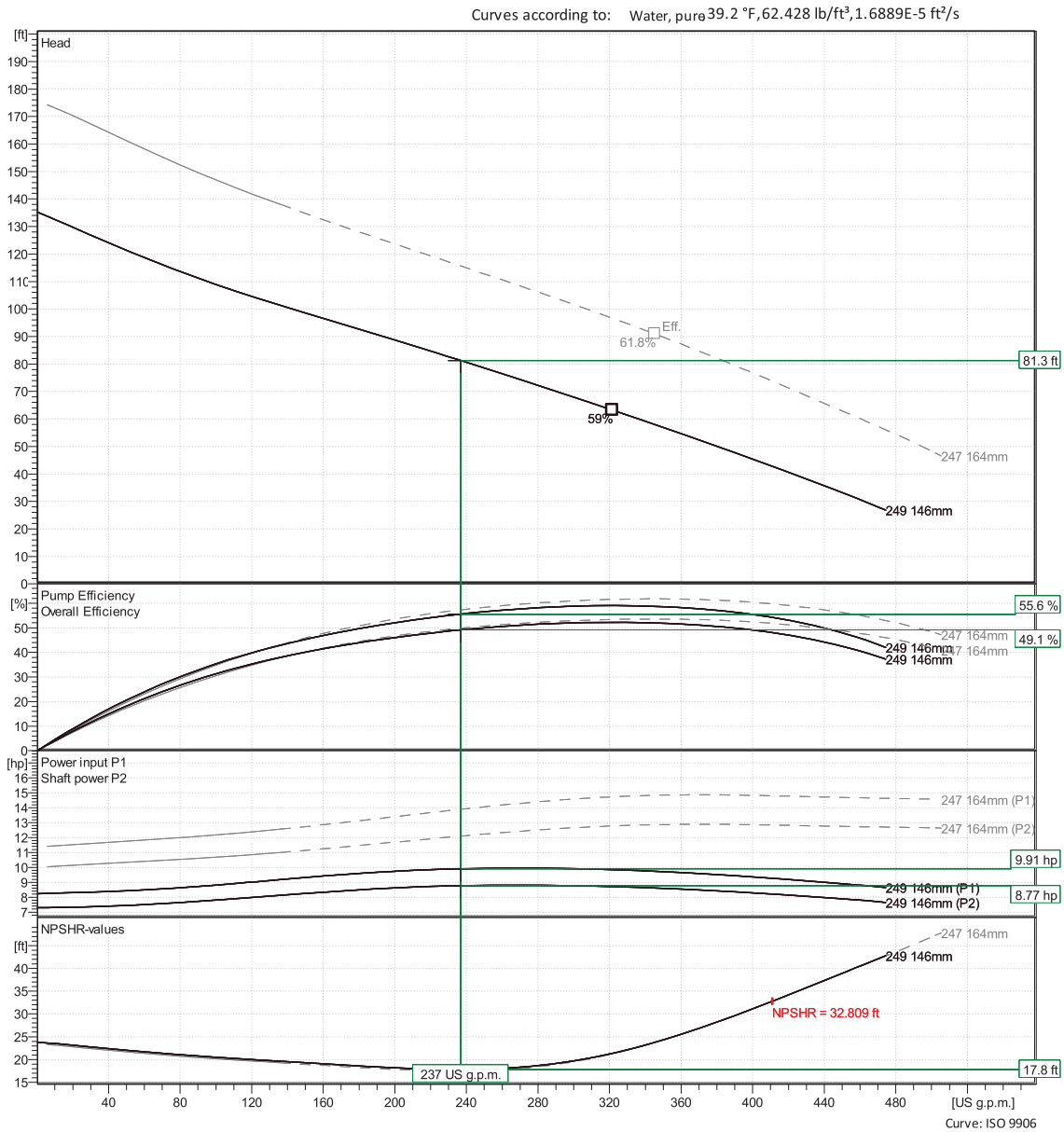
Project		**Created by**			
Block	0	**Created on**	4/23/2021	**Last update**	4/23/2021

NP 3127 SH 3~ Adaptive 249

Performance curve

Duty point

Flow	Head
237 US g.p.m.	81.3 ft

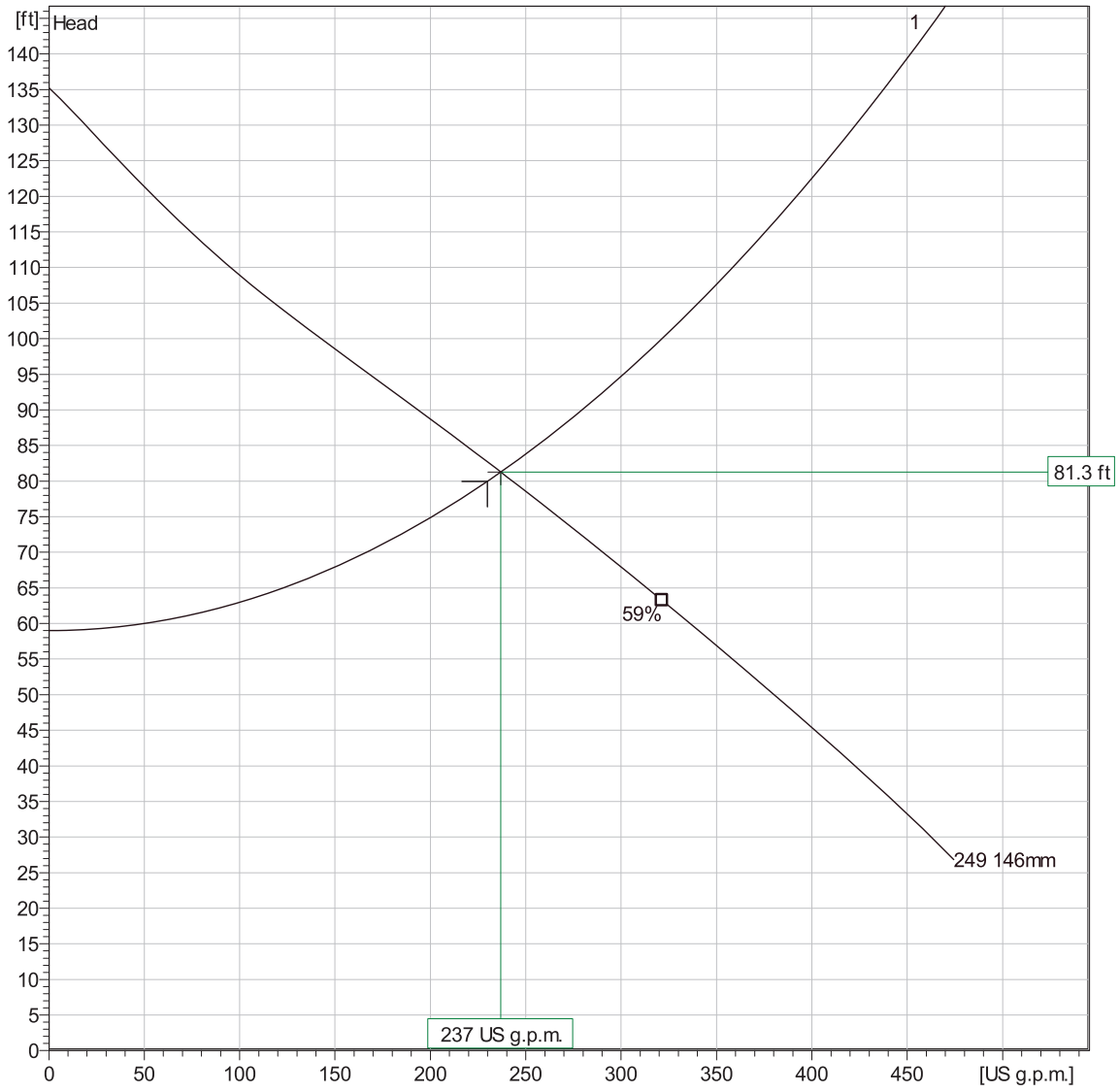


Project		**Created by**			
Block	0	**Created on**	4/23/2021	**Last update**	4/23/2021

NP 3127 SH 3~ Adaptive 249

Duty Analysis

Curves according to: Water, pure ,39.2 °F,62.428 lb/ft³,1.6889E-5 ft²/s



Operating characteristics

Pumps / Systems	Flow	Head	Shaft power	Flow	Head	Shaft power	Hydr.eff.	Specific Energy	NPSHre
1	237 US g.p.m.	81.3 ft	8.77 hp	237 US g.p.m.	81.3 ft	8.77 hp	55.6 %	520 kWh/US M	17.8 ft

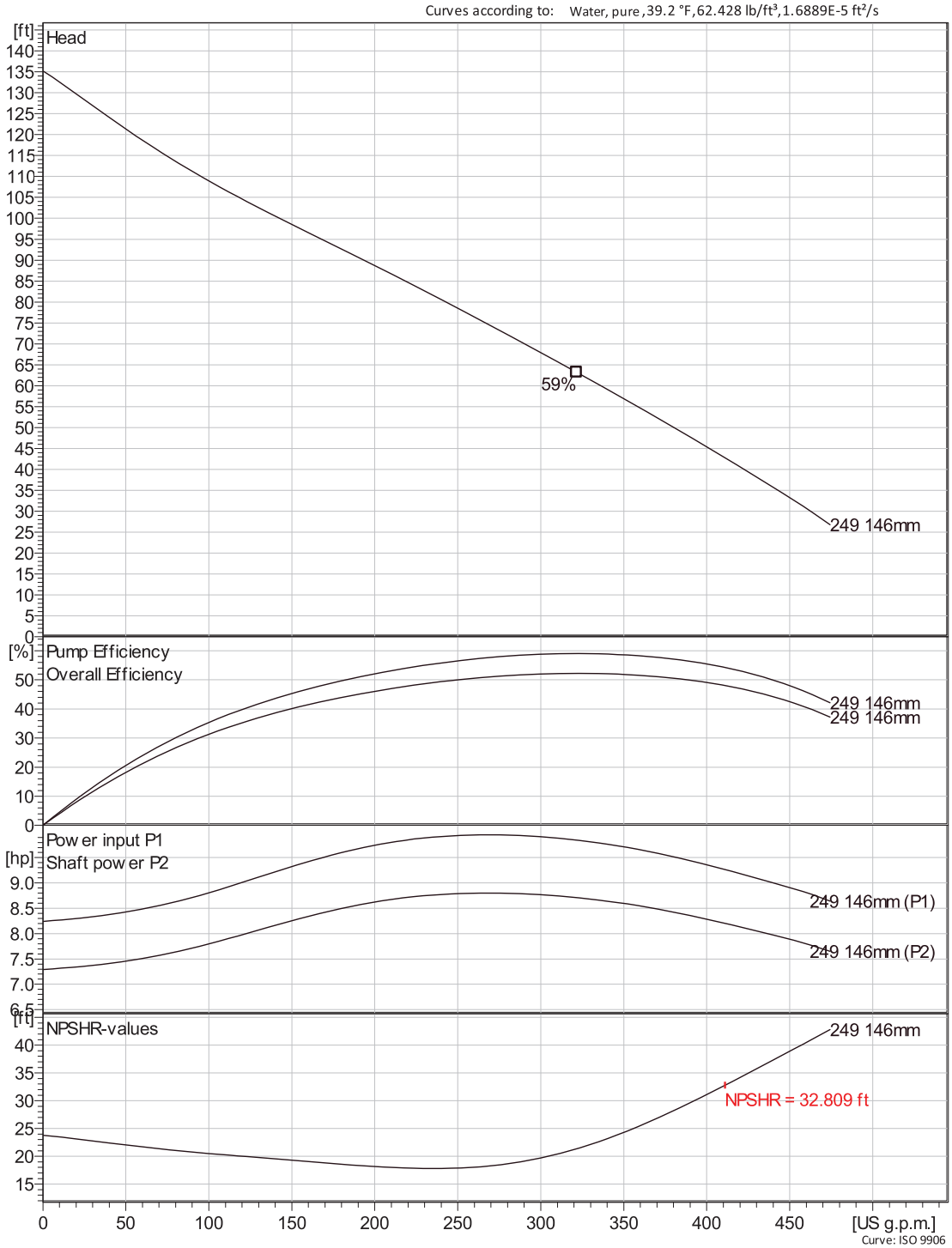
Project		Created by			
Block	0	Created on	4/23/2021	Last update	4/23/2021

NP 3127 SH 3~ Adaptive 249

VFD Curve

FLYGT a xylem brand

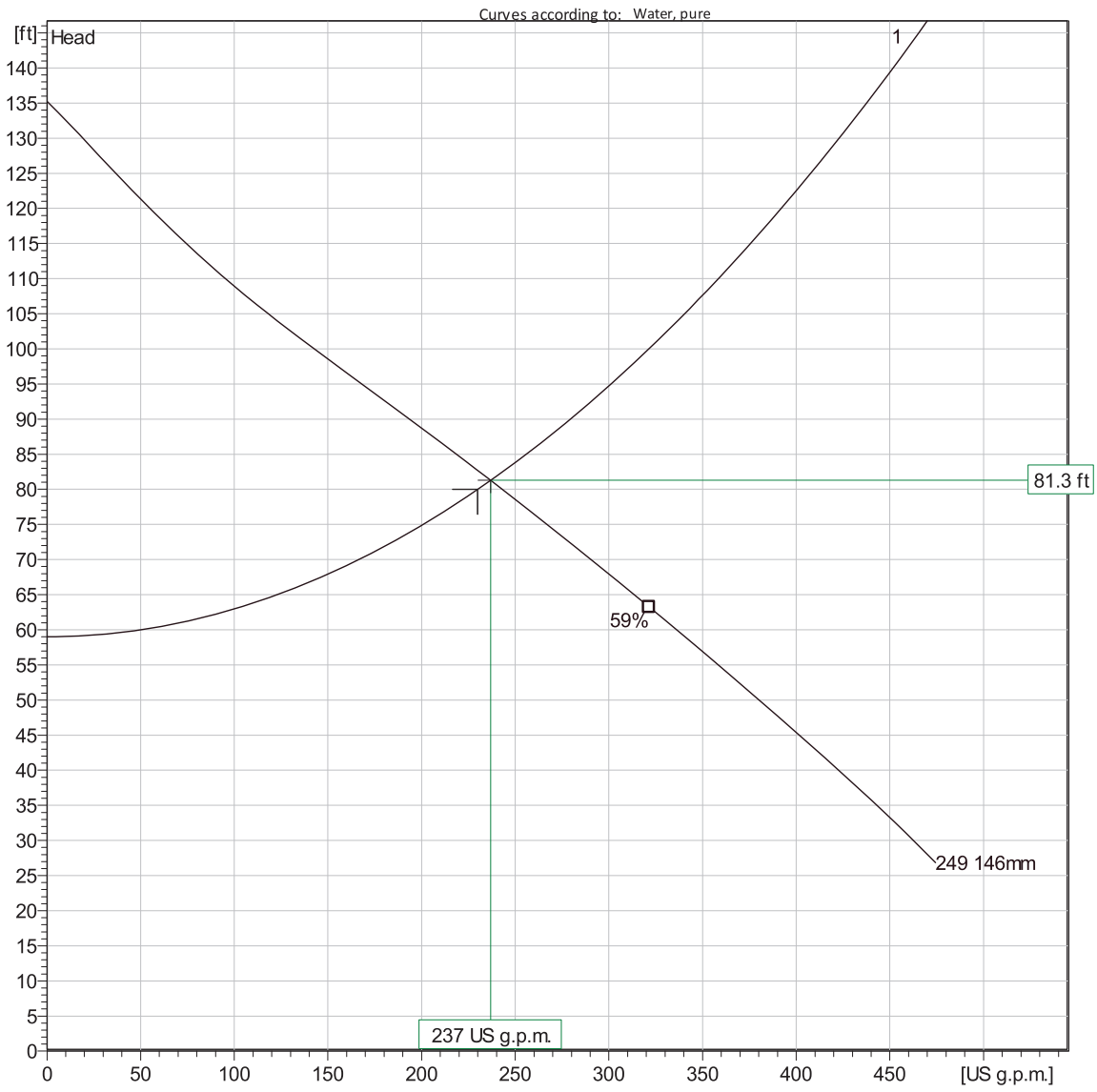
Curves according to: Water, pure, 39.2 °F, 62.428 lb/ft³, 1.6889E-5 ft²/s



Project		**Created by**			
Block	0	**Created on**	4/23/2021	**Last update**	4/23/2021

NP 3127 SH 3~ Adaptive 249

VFD Analysis



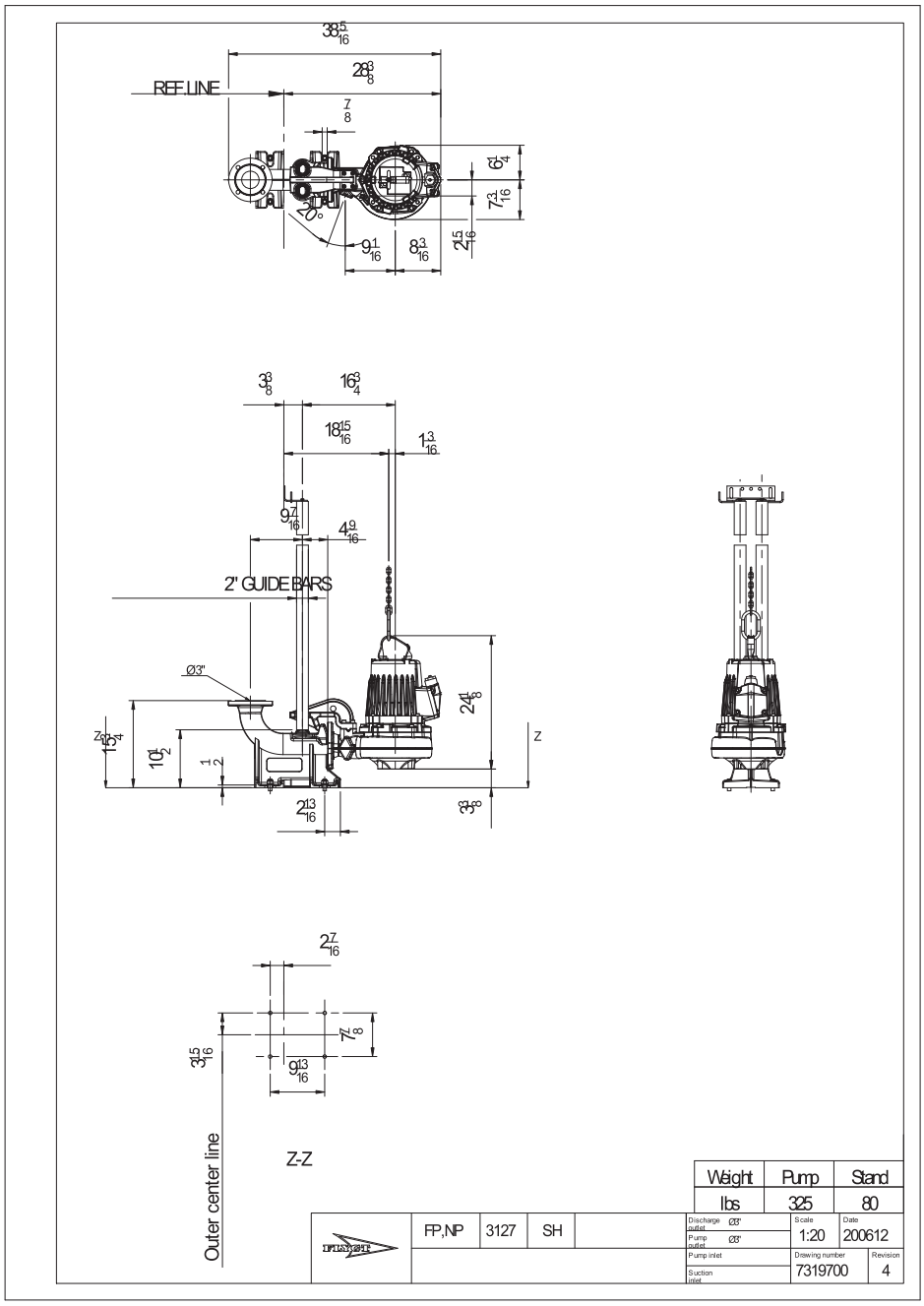
Operating characteristics

Pumps / Systems	Frequency	Flow	Head	Shaft power	Flow	Head	Shaft power	Hydr.eff.	Specific Energy	NPSHre
1	60 Hz	237 US g.p.m.	81.3 ft	8.77 hp	237 US g.p.m.	81.3 ft	8.77 hp	55.6 %	520 kWh/US M	17.8 ft

Project		**Created by**			
Block	0	**Created on**	4/23/2021	**Last update**	4/23/2021

NP 3127 SH 3~ Adaptive 249

Dimensional drawing



Project		**Created by**	
Block	0	**Created on**	4/23/2021 **Last update** 4/23/2021

FIRE FLOW REPORT

FOR

BRIARWOOD SUBDIVISION OVERALL PHASES 1-4

(Alachua County, Florida, Section 20, Township 23S, Range 29E)

SPRUCE CREEK

Civil Engineering, Inc

Prepared for:

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

Prepared by:

Spruce Creek Civil Engineering, Inc.
1982 State Road 44
Suite 360
New Smyrna Beach, Florida 32169
(407) 325-5579

JULY 2023

David F. Glunt, P.E.
FL PE 57459
Certificate of Authorization 33151

INTRODUCTION:

Briarwood Phase 1 consists of 84 single family residential units which were previously permitted. Phase 1 has a connection to the existing 8-inch water main on CR 235A and is looped to the 8-inch watermain on US Hwy 441. The starting pressure at each reservoir node is 65 psi (60 to 70 psi) which is the average operating pressure per the data provided by the City of Alachua.

Phase 2A consists of 45 lots and Phase 2B consists of 47 lots. Phase 3 includes the final 53 lots totaling 229 lots for the entire permitted development. Phase 4 lies to the south and is composed of 115 single family lots. Phase 2A, Phase 2B, and Phase 3 connect to the existing looped system constructed in Phase 1. Phase 4 will also connect to the looped system.

Peak hour demand (in GPM) is based on 275 GPD for each single-family unit with a peak factor of 4. Peak hour demand is utilized while modeling the fire flow. Based on the fire flow report at the end of the project, each hydrant is required to provide 1,000 GPM. Friction factors have been applied to pipes with fittings and valves.

SUMMARY:

The fire flow model and results are presented for the overall project. The overall development project has 9 fire hydrants in Phases 1-3 and 5 hydrants in Phase 4. Junction Node 10 represents the 75 lots in Meadowglen, the adjacent neighborhood to the north. Below is a summary of peak hour demand flows (GPM).

ID	Label	Elevation (ft)	Demand/SFR	Lots	Demand(gpm)	
139	J-1	120	0.76	7	5.32	
141	J-2	105	0.76	11	8.36	
143	J-3	104	0.76	2	1.52	
145	J-4	111	0.76	2	1.52	
146	J-5	111.5	0.76	7	5.32	
149	J-6	104	0.76	8	6.08	
151	J-7	102	0.76	2	1.52	
164	J-8	116	0.76	6	4.56	
169	J-9	125	0.76	0	0.00	
172	J-10	110	0.76	75	57.00	OFFSITE
174	J-11	100	0.76	12	9.12	
176	J-12	97.5	0.76	5	3.80	
178	J-13	96	0.76	11	8.36	
180	J-14	101	0.76	16	12.16	
182	J-15	95	0.76	9	6.84	
188	J-16	97	0.76	5	3.80	
190	J-17	113	0.76	16	12.16	
192	J-18	116	0.76	2	1.52	
194	J-19	107	0.76	0	0.00	
199	J-59	89	0.76	15	11.40	
213	J-60	87	0.76	18	13.68	
215	J-61	89	0.76	8	6.08	
217	J-62	91	0.76	7	5.32	
219	J-63	95	0.76	10	7.60	
223	J-64	89	0.76	0	0.00	
225	J-65	89	0.76	11	8.36	
227	J-66	89	0.76	2	1.52	
229	J-67	94	0.76	18	13.68	
231	J-68	103	0.76	19	14.44	

ID	Label	Elevation (ft)	Demand/SFR	Lots	Demand(gpm)	
252	J-69	115	0.76	14	10.64	Phase 4
255	J-70	100	0.76	17	12.92	Phase 4
257	J-71	88	0.76	8	6.08	Phase 4
259	J-72	88	0.76	6	4.56	Phase 4
261	J-73	88	0.76	4	3.04	Phase 4
263	J-74	90	0.76	2	1.52	Phase 4
265	J-75	112	0.76	10	7.6	Phase 4
268	J-76	97	0.76	14	10.64	Phase 4
275	J-78	117	0.76	4	3.04	Phase 4
277	J-79	111	0.76	10	7.6	Phase 4
281	J-81	109	0.76	15	11.4	Phase 4
285	J-82	119	0.76	2	1.52	Phase 4
287	J-83	113	0.76	1	0.76	Phase 4
304	J-84	116	0.76	5	3.8	Phase 4
324	J-86	113	0.76	3	2.28	Phase 4

Each hydrant has a minimum of 1,000 GPM available with a minimum residual pressure of 20 psi.

Fire Flow Node FlexTable: Fire Flow Results Table

Label	Satisfies Fire Flow Constraints?	Fire Flow (Needed) (gpm)	Fire Flow (Available) (gpm)	Flow (Total Needed) (gpm)	Flow (Total Available) (gpm)	Pressure (Residual Lower Limit) (psi)	Pressure (Calculated Residual) (psi)	Pressure (Calculated Zone Lower Limit) (psi)	Junction w/ Minimum Pressure (Zone)	Pressure (Calculated System Lower Limit) (psi)	Junction w/ Minimum Pressure (System)	Is Fire Flow Run Balanced?
J-1	True	1,000	1,774	1,005	1,780	20	59	61	H-3	61	H-3	True
J-2	True	1,000	1,929	1,008	1,938	20	59	58	J-18	58	J-18	True
J-3	True	1,000	1,954	1,002	1,955	20	58	57	J-18	57	J-18	True
J-4	True	1,000	1,565	1,002	1,567	20	56	59	J-5	59	J-5	True
J-5	True	1,000	1,841	1,005	1,847	20	56	56	J-4	56	J-4	True
J-6	True	1,000	1,930	1,006	1,936	20	59	58	J-18	58	J-18	True
J-7	True	1,000	1,963	1,002	1,964	20	58	57	J-18	57	J-18	True
H-1	True	1,000	1,978	1,000	1,978	20	57	57	J-18	57	J-18	True
H-2	True	1,000	1,977	1,000	1,977	20	58	57	J-18	57	J-18	True
J-8	True	1,000	1,800	1,005	1,804	20	57	57	H-3	57	H-3	True
H-3	True	1,000	1,567	1,000	1,567	20	57	60	J-8	60	J-8	True
J-9	True	1,000	1,519	1,000	1,519	20	63	66	J-1	66	J-1	True
J-10	True	1,000	1,510	1,057	1,567	20	51	63	J-9	63	J-9	True
J-11	True	1,000	2,004	1,009	2,013	20	58	56	J-18	56	J-18	True
J-12	True	1,000	2,069	1,004	2,073	20	56	53	J-17	53	J-17	True
J-13	True	1,000	2,083	1,008	2,091	20	54	53	J-17	53	J-17	True
J-14	True	1,000	2,007	1,012	2,019	20	58	56	J-18	56	J-18	True
J-15	True	1,000	2,104	1,007	2,111	20	58	52	J-17	52	J-17	True
H-4	True	1,000	2,096	1,000	2,096	20	55	52	J-17	52	J-17	True
J-16	True	1,000	2,121	1,004	2,125	20	53	51	J-17	51	J-17	True
J-17	True	1,000	2,231	1,012	2,244	20	46	47	J-18	47	J-18	True
J-18	True	1,000	2,366	1,002	2,367	20	41	43	J-69	43	J-69	True
J-19	True	1,000	2,500	1,000	2,500	20	43	43	J-82	43	J-82	True
J-59	True	1,000	2,122	1,011	2,134	20	53	51	J-17	51	J-17	True
J-60	True	1,000	2,128	1,014	2,142	20	51	51	J-17	51	J-17	True
J-61	True	1,000	2,128	1,006	2,134	20	53	51	J-17	51	J-17	True
J-62	True	1,000	2,128	1,005	2,133	20	53	51	J-17	51	J-17	True
J-63	True	1,000	2,130	1,008	2,138	20	53	51	J-17	51	J-17	True
J-64	True	1,000	2,128	1,000	2,128	20	45	47	J-66	47	J-66	True
J-65	True	1,000	2,129	1,008	2,137	20	46	46	J-66	46	J-66	True
J-66	True	1,000	1,565	1,002	1,567	20	55	58	J-18	58	J-18	True
J-67	True	1,000	2,130	1,014	2,143	20	50	51	J-17	51	J-17	True
J-68	True	1,000	2,142	1,014	2,156	20	49	49	H-14	49	H-14	True
H-10	True	1,000	2,120	1,000	2,120	20	53	51	J-17	51	J-17	True
H-11	True	1,000	2,129	1,000	2,129	20	52	51	J-17	51	J-17	True
H-12	True	1,000	2,128	1,000	2,128	20	51	51	J-17	51	J-17	True
H-13	True	1,000	2,129	1,000	2,129	20	47	50	J-66	50	J-66	True
H-14	True	1,000	2,160	1,000	2,160	20	47	49	J-17	49	J-17	True
J-69	True	1,000	2,478	1,011	2,489	20	38	40	J-86	40	J-86	True
J-70	True	1,000	2,500	1,013	2,513	20	34	35	H-26	35	H-26	True
J-71	True	1,000	2,500	1,006	2,506	20	30	32	J-72	32	J-72	True

Fire Flow Node FlexTable: Fire Flow Results Table

Label	Satisfies Fire Flow Constraints?	Fire Flow (Needed) (gpm)	Fire Flow (Available) (gpm)	Flow (Total Needed) (gpm)	Flow (Total Available) (gpm)	Pressure (Residual Lower Limit) (psi)	Pressure (Calculated Residual) (psi)	Pressure (Calculated Zone Lower Limit) (psi)	Junction w/ Minimum Pressure (Zone)	Pressure (Calculated System Lower Limit) (psi)	Junction w/ Minimum Pressure (System)	Is Fire Flow Run Balanced?
J-72	True	1,000	2,500	1,005	2,505	20	30	31	H-24	31	H-24	True
J-73	True	1,000	2,500	1,003	2,503	20	31	30	J-74	30	J-74	True
J-74	True	1,000	1,565	1,002	1,567	20	53	55	J-82	55	J-82	True
J-75	True	1,000	2,500	1,008	2,508	20	38	37	J-84	37	J-84	True
J-76	True	1,000	2,500	1,011	2,511	20	35	36	H-26	36	H-26	True
J-78	True	1,000	2,500	1,003	2,503	20	27	29	J-83	29	J-83	True
J-79	True	1,000	2,500	1,008	2,508	20	30	26	J-82	26	J-82	True
J-81	True	1,000	2,500	1,011	2,511	20	40	37	J-82	37	J-82	True
J-82	True	1,000	1,565	1,002	1,567	20	44	52	J-78	52	J-78	True
J-83	True	1,000	1,566	1,001	1,567	20	48	50	J-78	50	J-78	True
H-24	True	1,000	2,500	1,000	2,500	20	30	31	J-72	31	J-72	True
H-26	True	1,000	2,500	1,000	2,500	20	32	35	J-70	35	J-70	True
H-28	True	1,000	1,567	1,000	1,567	20	51	52	J-84	52	J-84	True
J-84	True	1,000	2,217	1,004	2,221	20	39	39	H-28	39	H-28	True
H-30	True	1,000	2,099	1,000	2,099	20	45	42	J-82	42	J-82	True
H-34	True	1,000	1,567	1,000	1,567	20	54	55	J-82	55	J-82	True
J-86	True	1,000	2,500	1,002	2,502	20	36	36	H-34	36	H-34	True

FlexTable: Hydrant Table

ID	Label	Hydrant Status	Emitter Coefficient (gpm/psi^n)	Length (Hydrant Lateral) (ft)	Elevation (ft)	Hydraulic Grade (ft)	Pressure (psi)
160	H-1	Closed	0.000	20	103.00	274.94	74
162	H-2	Closed	0.000	20	101.00	274.94	75
167	H-3	Closed	0.000	20	117.00	275.00	68
184	H-4	Closed	0.000	20	96.00	274.92	77
236	H-10	Closed	0.000	20	89.00	274.90	80
239	H-11	Closed	0.000	20	93.00	274.91	79
243	H-12	Closed	0.000	20	85.00	274.90	82
246	H-13	Closed	0.000	20	90.00	274.90	80
249	H-14	Closed	0.000	20	106.00	274.92	73
289	H-24	Closed	0.000	20	88.00	275.03	81
293	H-26	Closed	0.000	20	98.50	275.03	76
299	H-28	Closed	0.000	20	116.00	275.12	69
308	H-30	Closed	0.000	20	109.50	275.22	72
323	H-34	Closed	0.000	20	113.00	275.07	70

FlexTable: Pipe Table

ID	Label	Length (Scaled) (ft)	Start Node	Stop Node	Diameter (in)	Material	Hazen-Williams C	Minor Loss Coefficient (Local)	Flow (gpm)	Velocity (ft/s)
142	P-3	580	J-1	J-2	8.0	PVC	100.0	0.750	49	0.32
144	P-4	81	J-2	J-3	8.0	PVC	100.0	1.150	36	0.23
147	P-5	113	J-4	J-5	8.0	PVC	100.0	0.750	-2	0.01
150	P-8	508	J-5	J-6	8.0	PVC	100.0	0.750	33	0.21
152	P-9	167	J-6	J-7	8.0	PVC	100.0	0.750	32	0.21
153	P-10	435	J-6	J-2	8.0	PVC	100.0	3.200	-5	0.03
161	P-11	108	J-3	H-1	8.0	PVC	100.0	0.400	35	0.22
163	P-12	74	J-7	H-2	8.0	PVC	100.0	0.400	31	0.20
165	P-6	276	J-5	J-8	8.0	PVC	100.0	1.670	-40	0.26
166	P-7	150	J-8	J-1	8.0	PVC	100.0	1.670	-45	0.29
168	P-13	36	J-8	H-3	8.0	PVC	100.0	1.280	0	0.00
170	P-1	22	R-1	J-9	8.0	PVC	100.0	1.280	156	1.00
171	P-2	214	J-9	J-1	8.0	PVC	100.0	0.750	99	0.63
173	P-14	634	J-9	J-10	8.0	PVC	100.0	0.000	57	0.36
175	P-15	135	H-2	J-11	8.0	PVC	100.0	0.350	31	0.20
177	P-16	401	J-11	J-12	8.0	PVC	100.0	0.750	23	0.15
179	P-17	112	J-12	J-13	8.0	PVC	100.0	0.750	29	0.18
181	P-18	116	H-1	J-14	8.0	PVC	100.0	0.750	35	0.22
183	P-19	401	J-14	J-15	8.0	PVC	100.0	0.750	21	0.13
185	P-20	140	J-15	H-4	8.0	PVC	100.0	1.680	9	0.06
186	P-21	288	H-4	J-12	8.0	PVC	100.0	1.680	9	0.06
187	P-22	427	J-11	J-14	8.0	PVC	100.0	3.400	-2	0.01
189	P-23	175	J-15	J-16	8.0	PVC	100.0	0.750	28	0.18
191	P-24	589	J-15	J-17	8.0	PVC	100.0	0.750	-23	0.15
193	P-25	173	J-17	J-18	8.0	PVC	100.0	0.750	-73	0.47
197	P-27	1,035	J-19	R-2	8.0	PVC	100.0	1.600	-162	1.03
218	P-50	101	J-61	J-62	8.0	PVC	100.0	0.750	-15	0.10
221	P-51	223	J-63	J-16	8.0	PVC	100.0	0.750	-24	0.15
222	P-52	427	J-62	J-59	8.0	PVC	100.0	2.000	-1	0.01
224	P-53	530	J-60	J-64	8.0	PVC	100.0	0.750	2	0.01
226	P-54	57	J-64	J-65	8.0	PVC	100.0	1.680	2	0.01
228	P-55	169	J-65	J-66	8.0	PVC	100.0	0.750	2	0.01
232	P-56	391	J-67	J-68	8.0	PVC	100.0	0.750	-20	0.13
234	P-57	590	J-68	J-63	8.0	PVC	100.0	3.400	4	0.02
235	P-59	589	J-61	J-67	8.0	PVC	100.0	3.400	2	0.01
237	P-60	563	J-13	H-10	8.0	PVC	100.0	0.750	20	0.13
238	P-61	14	H-10	J-59	8.0	PVC	100.0	1.500	20	0.13
240	P-62	127	J-62	H-11	8.0	PVC	100.0	0.750	-20	0.13
241	P-63	164	H-11	J-63	8.0	PVC	100.0	0.750	-20	0.13
242	P-64	833	J-59	J-60	8.0	PVC	100.0	1.500	8	0.05
244	P-65	191	J-60	H-12	8.0	PVC	100.0	1.680	-8	0.05
245	P-66	279	H-12	J-61	8.0	PVC	100.0	0.750	-8	0.05

FlexTable: Pipe Table

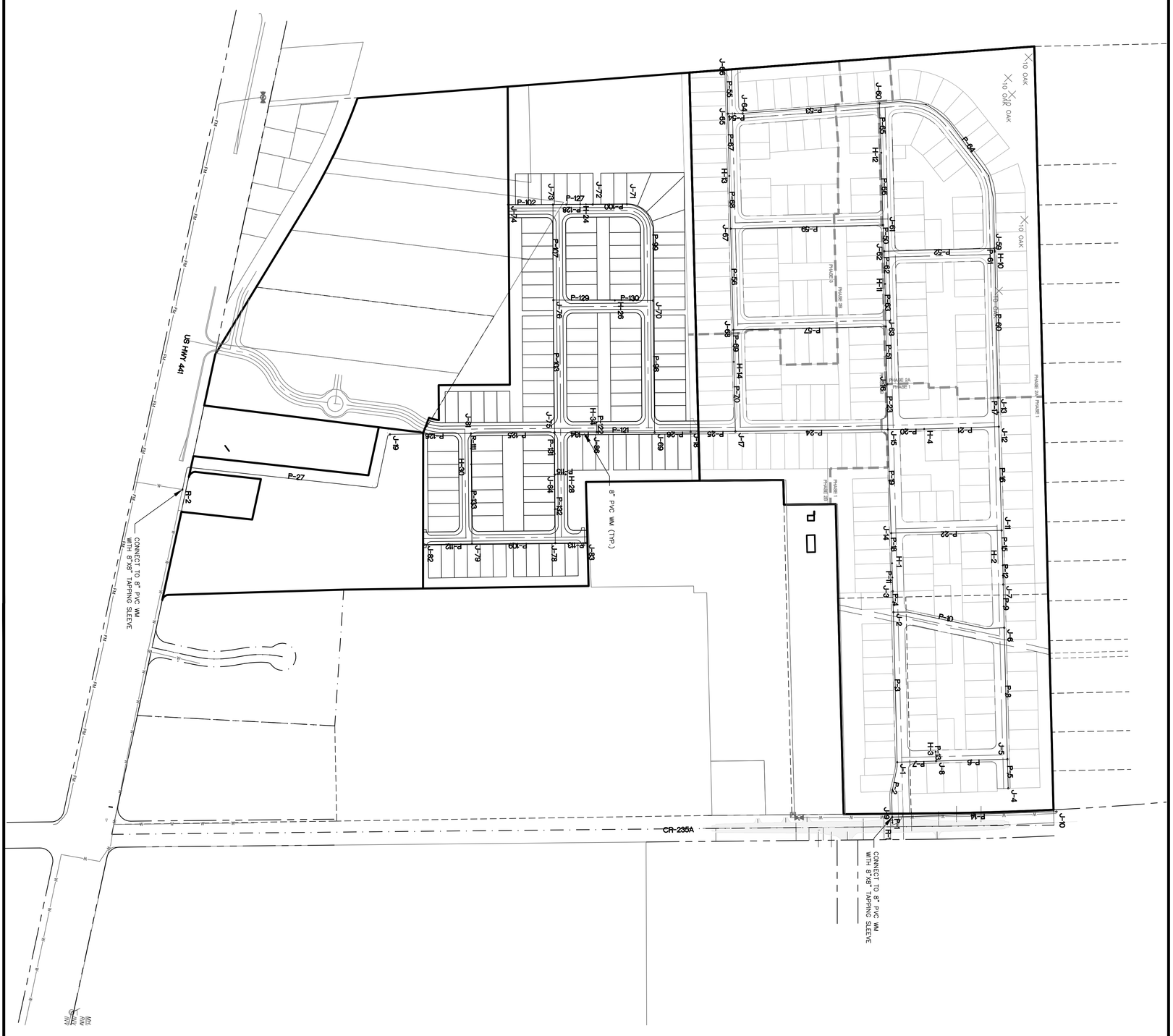
ID	Label	Length (Scaled) (ft)	Start Node	Stop Node	Diameter (in)	Material	Hazen-Williams C	Minor Loss Coefficient (Local)	Flow (gpm)	Velocity (ft/s)
247	P-67	241	J-65	H-13	8.0	PVC	100.0	0.750	-8	0.05
248	P-68	204	H-13	J-67	8.0	PVC	100.0	0.750	-8	0.05
250	P-69	124	J-68	H-14	8.0	PVC	100.0	0.750	-38	0.24
251	P-70	269	H-14	J-17	8.0	PVC	100.0	1.680	-38	0.24
253	P-26	139	J-18	J-69	8.0	PVC	100.0	0.740	-75	0.48
256	P-98	510	J-69	J-70	8.0	PVC	100.0	2.410	-15	0.10
258	P-99	429	J-70	J-71	8.0	PVC	100.0	0.590	-5	0.03
260	P-100	132	J-71	J-72	8.0	PVC	100.0	0.000	-11	0.07
264	P-102	173	J-73	J-74	8.0	PVC	100.0	0.740	2	0.01
269	P-103	511	J-75	J-76	8.0	PVC	100.0	2.410	54	0.34
274	P-107	369	J-76	J-73	8.0	PVC	100.0	2.410	20	0.13
278	P-109	322	J-78	J-79	8.0	PVC	100.0	1.130	-46	0.29
282	P-125	323	J-75	J-81	8.0	PVC	100.0	1.480	-96	0.61
283	P-126	313	J-81	J-19	8.0	PVC	100.0	0.400	-162	1.03
286	P-112	183	J-79	J-82	8.0	PVC	100.0	1.130	2	0.01
288	P-113	118	J-78	J-83	8.0	PVC	100.0	0.740	1	0.00
290	P-127	48	J-72	H-24	8.0	PVC	100.0	0.000	-15	0.10
291	P-128	106	H-24	J-73	8.0	PVC	100.0	0.740	-15	0.10
294	P-129	237	J-76	H-26	8.0	PVC	100.0	1.670	23	0.15
295	P-130	147	H-26	J-70	8.0	PVC	100.0	1.670	23	0.15
305	P-131	162	J-75	J-84	8.0	PVC	100.0	0.740	-38	0.24
306	P-132	265	J-84	J-78	8.0	PVC	100.0	1.670	-42	0.27
307	P-115	42	H-28	J-84	8.0	PVC	100.0	0.000	0	0.00
309	P-111	119	J-81	H-30	8.0	PVC	100.0	1.670	55	0.35
310	P-133	307	H-30	J-79	8.0	PVC	100.0	1.670	55	0.35
325	P-121	224	J-69	J-86	8.0	PVC	100.0	0.740	-70	0.45
326	P-134	163	J-86	J-75	8.0	PVC	100.0	0.740	-73	0.46
327	P-122	38	H-34	J-86	8.0	PVC	100.0	0.000	0	0.00

FlexTable: Junction Table

ID	Label	Elevation (ft)	Demand Collection	Demand (gpm)	Hydraulic Grade (ft)	Pressure (psi)
139	J-1	120.00	<Collection: 1 items>	5	275.02	67
141	J-2	105.00	<Collection: 1 items>	8	274.95	74
143	J-3	104.00	<Collection: 1 items>	2	274.95	74
145	J-4	111.00	<Collection: 1 items>	2	274.98	71
146	J-5	111.50	<Collection: 1 items>	5	274.98	71
149	J-6	104.00	<Collection: 1 items>	6	274.95	74
151	J-7	102.00	<Collection: 1 items>	2	274.94	75
164	J-8	116.00	<Collection: 1 items>	5	275.00	69
169	J-9	125.00	<Collection: 0 items>	0	275.11	65
172	J-10	110.00	<Collection: 1 items>	57	275.02	71
174	J-11	100.00	<Collection: 1 items>	9	274.93	76
176	J-12	97.50	<Collection: 1 items>	4	274.92	77
178	J-13	96.00	<Collection: 1 items>	8	274.92	77
180	J-14	101.00	<Collection: 1 items>	12	274.93	75
182	J-15	95.00	<Collection: 1 items>	7	274.92	78
188	J-16	97.00	<Collection: 1 items>	4	274.92	77
190	J-17	113.00	<Collection: 1 items>	12	274.94	70
192	J-18	116.00	<Collection: 1 items>	2	274.98	69
194	J-19	107.00	<Collection: 0 items>	0	275.56	73
199	J-59	89.00	<Collection: 1 items>	11	274.90	80
213	J-60	87.00	<Collection: 1 items>	14	274.90	81
215	J-61	89.00	<Collection: 1 items>	6	274.90	80
217	J-62	91.00	<Collection: 1 items>	5	274.90	80
219	J-63	95.00	<Collection: 1 items>	8	274.91	78
223	J-64	89.00	<Collection: 0 items>	0	274.90	80
225	J-65	89.00	<Collection: 1 items>	8	274.90	80
227	J-66	89.00	<Collection: 1 items>	2	274.90	80
229	J-67	94.00	<Collection: 1 items>	14	274.90	78
231	J-68	103.00	<Collection: 1 items>	14	274.91	74
252	J-69	115.00	<Collection: 1 items>	11	275.02	69
255	J-70	100.00	<Collection: 1 items>	13	275.03	76
257	J-71	88.00	<Collection: 1 items>	6	275.03	81
259	J-72	88.00	<Collection: 1 items>	5	275.03	81
261	J-73	88.00	<Collection: 1 items>	3	275.03	81
263	J-74	90.00	<Collection: 1 items>	2	275.03	80
265	J-75	112.00	<Collection: 1 items>	8	275.11	71
268	J-76	97.00	<Collection: 1 items>	11	275.04	77
275	J-78	117.00	<Collection: 1 items>	3	275.14	68
277	J-79	111.00	<Collection: 1 items>	8	275.17	71
281	J-81	109.00	<Collection: 1 items>	11	275.23	72
285	J-82	119.00	<Collection: 1 items>	2	275.17	68
287	J-83	113.00	<Collection: 1 items>	1	275.14	70
304	J-84	116.00	<Collection: 1 items>	4	275.12	69
324	J-86	113.00	<Collection: 1 items>	2	275.07	70

FlexTable: Reservoir Table

ID	Label	Elevation (ft)	Zone	Flow (Out net) (gpm)	Hydraulic Grade (ft)
138	R-1	275.15	<None>	156	275.15
196	R-2	276.65	<None>	163	276.65



C-500

1 OF 1

JOB # 2022-003
DATE: 7/27/23
SCALE: 1" = 200'
DESIGNED BY: DEG
DRAWN BY: DEG
APPROVED BY: DEG

NO.	DATE	REVISIONS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		

ENGINEER IN CHARGE:

DAVID F. GLUNT, PE #59459
CERTIFICATE OF AUTHORIZATION NO. 33151

OWNER(S):

TROON DEVELOPMENT, LLC

WATER MAIN MODEL

FOR

BRIARWOOD

CITY OF ALACHUA FLORIDA

SPRUCE CREEK
Civil Engineering, Inc
1982 State Road 44
Suite 360
New Smyrna Beach, Florida 32168
(407) 325-5579

C:\Users\david\OneDrive - sccivil.com\Projects\2022-003 Briarwood Phase 4\Water\WCAD-Briarwood_WM.dwg Layout:36x24 50 Plan Plotted:7/27/2023 4:55 PM By:david

TRACT TABLE			
TRACT NAME	AREA (AC)	USE	OWNED/MAINTAINED
TRACT A	6.92	STORMWATER/OPEN SPACE	HOA
TRACT B	0.36	STORMWATER/OPEN SPACE	HOA
TRACT C	0.48	STORMWATER/OPEN SPACE	HOA
TRACT D	0.99	STORMWATER/OPEN SPACE	HOA
TRACT E	1.19	STORMWATER/OPEN SPACE	HOA
TRACT F	0.68	STORMWATER/OPEN SPACE	HOA
TRACT G	0.84	STORMWATER/OPEN SPACE/BUFFER	HOA
TRACT H	0.16	STORMWATER/OPEN SPACE	HOA
TRACT I	5.60	RIGHT-OF-WAY	CITY OF ALACHUA

NOT FOR FINAL RECORDING

SPRUCE CREEK
Civil Engineering, Inc
1982 State Road 44
Suite 360
New Smyrna Beach, Florida 32168
(407) 325-5579

LANDSCAPE BUFFER PLAN
FOR
BRIARWOOD PHASE 4
CITY OF ALACHUA FLORIDA

OWNER(S):
TROON DEVELOPMENT, LLC
643 EGRET PLACE DRIVE
WINTER GARDEN, FL 34787
(407) 756-0038

ENGINEER'S SEAL
DAVID E. GLUNT III
PROFESSIONAL ENGINEER
No. 57459
STATE OF FLORIDA
DAVID E. GLUNT III, P.E. #57459
CERTIFICATE OF AUTHORIZATION NO. 33151

	DATE	REVISIONS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		

JOB # 2023-003
DATE: 7/11/23
SCALE: 1" = 100'
DESIGNED BY: DEG
DRAWN BY: DEG
APPROVED BY: DEG

C-102A
3A OF 13

C:\Users\david\OneDrive - scivil.com\Projects\2022-003 Briarwood Phase 4\Drawings\PSP\OVERALL SITE PLAN.dwg Layout:3A LANDSCAPE BUFFER PLAN Plotted:8/3/2023 3:02 PM By:david

City of ALACHUA

THE GOOD LIFE COMMUNITY

Authorized Agent Affidavit

A. PROPERTY INFORMATION

Address of Subject Property: Briarwood Phase 4

Parcel ID Number(s): 03044-010-002, 03044-012-001 Through 005

Acreage: 34.17

B. PERSON PROVIDING AGENT AUTHORIZATION

Name: by Jeremy Parker Title: President

Company (if applicable): Florida Timber Co.

Mailing Address: PO BOX 357133

City: Gainesville State: FL ZIP: 32635

Telephone: 352-318-8884 FAX: e-mail: jeremymparker01@gmail.com

C. AUTHORIZED AGENT

Name: Craig Rouhier Jr. Title: Manager

Company (if applicable): Troon Development, 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 Preliminary Plat for Briarwood Phase 4.

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

Signature of Applicant

Signature of Co-applicant

Jeremy Parker President Florida Timber Co.

Typed or printed name and title of applicant

Typed or printed name of co-applicant

State of FL County of Pinellas

The foregoing application is acknowledged before me this 3rd day of August, 2023 by Jeremy Parker, who is/are personally known to me, or who has/have produced n/a as identification.

NOTARY SEAL

ASHLEY RILEY
Notary Public-State of Florida
Commission # HH 18679
My Commission Expires
July 07, 2024

Signature of Notary Public, State of FL

TIERRA

September 8, 2022

Troon Creek 3, LLC
643 Egret Place Drive
Winter Garden, FL 34787

Attn: Mr. Craig Rouhier Jr.

RE: Letter Report of Geotechnical Engineering Services
Jeffords Property – Due Diligence
Alachua County, Florida
Tierra Project No.: 6511-22-197

Mr. Rouhier:

Tierra, Inc. (Tierra) has completed geotechnical engineering services for the above referenced project. The results of our study are presented herein.

Project Information

The project site is located on the north side of US 441 east of NW 188th Street in Alachua County, Florida. Based on the provided information, we understand the site is being considered for the design and construction of a residential development. The site is approximately 66 acres. Site plan information is preliminary and final site design has not been completed at this time.

This report has been prepared to provide the results of the geotechnical exploration program as well as preliminary geotechnical recommendations for the proposed improvements. Additional site-specific geotechnical services will be required for final design.

During our subsurface exploration, a total of ten (10) Standard Penetration Test (SPT) borings were performed to depths of approximately 20 feet below existing grades. Additionally, twenty five (25) auger borings were performed to depths of approximately 10 feet below existing grades within the confines of the project site.

The following paragraphs present the results of our subsurface exploration and our preliminary recommendations for the anticipated construction.

USGS Quadrangle Map

Based on the "High Springs, Florida" United States Geological Survey (USGS) Quadrangle Map, the natural ground elevation at the project site ranges from approximately +90 to +135 feet National Geodetic Vertical Datum of 1929 (NGVD 29) as shown on the **USGS Vicinity Map** in the **Appendix**. The USGS map also depicts several closed circular depressions within the project site.

Alachua County USDA Soil Survey

Soil data published by the USDA Soil Survey of Alachua County, Florida was reviewed as part of the subsurface investigation. This information indicates that there are seven (7) primary mapping units within the vicinity of the proposed project site**.** The following paragraphs and table provides a brief description of these soil units as presented in the Soil Survey.

Arrendondo fine sand (3): The Arredondo component makes up 82 percent of the map unit. Slopes are 0 to 5 percent. This component is on ridges on marine terraces on coastal plains. The

parent material consists of sandy marine deposits and/or loamy marine deposits. Custom Soil Resource Report Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded or ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 1 percent.

Arrendondo - Urban Land (4): The Arredondo component makes up 63 percent of the map unit. Slopes are 0 to 5 percent. This component is on ridges on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded or ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 1 percent.

Fort Meade fine sand (5): The Fort Meade component makes up 85 percent of the map unit. Slopes are 0 to 5 percent. This component is on ridges on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded or ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 4 percent.

Kendrick sand (30): The Kendrick component makes up 85 percent of the map unit. Slopes are 2 to 5 percent. This component is on ridges on marine terraces on coastal plains. The parent material consists of loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is not flooded or ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 1 percent.

Norfolk loamy fine sand (33): The Norfolk component makes up 85 percent of the map unit. Slopes are 2 to 5percent. This component is on ridges on marine terraces on coastal plains. The parent material consists of loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is not flooded or ponded. A seasonal zone of water saturation is at 60 inches during July, August, and September. Organic matter content in the surface horizon is about 2 percent.

Arrendondo fine sand (69): The Arredondo component makes up 80 percent of the map unit. Slopes are 5 to 8 percent. This component is on ridges on marine terraces on coastal plains. The parent material consists of sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded or ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 1 percent.

Kendrick sand (73): The Kendrick component makes up 80 percent of the map unit. Slopes are 5 to 8 percent. This component is on ridges on marine terraces on coastal plains. The parent material consists of loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is not flooded or ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 1 percent.

SUMMARY OF USDA SOIL SURVEY
ALACHUA COUNTY, FLORIDA

USDA Map Symbol and Soil Name	Soil Classification				pH	Seasonal High Water Table	
	Depth (in)	USCS	AASHTO	Permeability (in/hr)		Depth (feet)	Months
(3) Arredondo	0-8	SM, SP-SM	A-3, A-2-4	6 - 20	4.5-6.0	>6	Jan-Dec
	8-62	SM, SP-SM	A-3, A-2-4	6 - 20	4.5-6.0		
	62-69	SC-SM, SC	A-2-4, A-2-6	2 - 6	4.5-6.0		
	69-80	SC	A-6, A-7-6, A-2-4	0.6 - 6	4.5-6.0		
(4) Arredondo-Urban Land	0-8	SM, SP-SM	A-2-4, A-3	6 - 20	4.5-6.0	>6	Jan-Dec
	8-49	SM, SP-SM	A-2-4, A-3	6 - 20	4.5-6.0		
	49-54	SC-SM, SM	A-2-4	2 - 6	4.5-6.0		
	54-86	SC, SC-SM, SM	A-2-4, A-2-6, A-4, A-6	0.2 - 2	4.5-6.0		
(5) Fort Meade	0-14	SM	A-2-4	6 - 20	5.1-7.3	>6	Jan-Dec
	14-85	SM	A-2-4	6 - 20	4.5-6.0		
(30) Kendrick	0-9	SM, SP-SM	A-2-4, A-3	6 - 20	4.5-6.0	>6	Jan-Dec
	9-26	SP-SM, SM	A-2-4, A-3	6 - 20	4.5-6.0		
	26-31	SC, SC-SM	A-2-4, A-2-6	0.6 - 6	4.5-6.0		
	31-73	SC	A-2-6, A-6, A-2-4	0.1 - 2	4.5-6.0		
	73-90	SC, SC-SM	A-2-4, A-2-6	0.1 - 2	4.5-6.0		
(33) Norfolk	0-9	SM	A-2-4	2 - 20	4.5-6.0	4.0-6.0	July-Sept
	9-41	CL, CL-ML, SC, SC-SM	A-2, A-4, A-6	0.6 - 2	4.5-5.5		
	41-62	SC-SM, CL, CL-ML, SC	A-4, A-6, A-7-6	0.1 - 2	4.5-5.5		
	62-80	CH	A-7	0 - 0.1	4.5-5.5		
(69) Arredondo	0-8	SM, SP-SM	A-3, A-2-4	6 - 20	4.5-6.0	>6	Jan-Dec
	8-52	SM, SP-SM	A-3, A-2-4	6 - 20	4.5-6.0		
	52-55	SC-SM, SC	A-2-4, A-2-6	2 - 6	4.5-6.0		
	55-75	CL, SC	A-7-6, A-2-6	0.6 - 6	4.5-6.0		
	75-80	SM	A-2-4	6 - 20	5.1-7.8		
(73) Kendrick	0-6	SP-SM, SM	A-2-4, A-3	6 - 20	4.5-6.0	>6	Jan-Dec
	6-24	SP-SM, SM	A-2-4, A-3	6 - 20	4.5-6.0		
	24-29	SC, SC-SM	A-2-4, A-2-6	0.6 - 6	4.5-6.0		
	29-76	SC	A-2-6, A-6	0.1 - 2	4.5-6.0		

It should be noted that information contained in the USDA/NRCS Soil Survey may not be reflective of current subsurface conditions, particularly if recent development in the project vicinity has modified existing soils or surface/subsurface drainage.

Results of Field Exploration

The SPT borings were performed with the use of a drill rig utilizing an automatic hammer and mud-rotary drilling procedures. The soil sampling was performed in general accordance with ASTM D-1586. At each SPT location, the initial 4 feet of each borehole was manually augered to verify utility

clearance. SPT resistance N-values were then taken continuously to a depth of approximately 10 feet below existing grades and then at 5 feet intervals to the boring termination depths.

The auger borings were performed by manually twisting a bucket auger into the ground typically in 6-inch increments. As each soil type was encountered, samples were collected and visually classified in the field. The samples were then transported to our laboratory for verification of the visual classification and testing.

In general, the subsurface conditions encountered within the limited borings performed at the site consisted of loose sandy soils with varying amounts of silt from the ground surface to depths ranging from approximately 4 to greater than 10 feet below existing grades, underlain by clayey sand to clay the boring termination depths.

The results of the borings are presented on the attached **Soil Profiles** sheets. The approximate locations of the borings performed are presented on the **Boring Location Plan** in the **Attachments**. The soil strata encountered in the borings are summarized in the following table:

Stratum Number	Typical Soil Description	Unified Soil Classification System Symbol
1	Light Brown to Orange Sand with Silt to Silty Sand	SP-SM/SM
2	Light Brown to Orange Clayey Sand	SM-SC/SC
3	Light Gray to Orange Clay	CL/CH

A geotechnical engineer bases soil stratification on a visual review of the recovered samples, laboratory testing, and interpretation of the field boring logs. The boring stratification lines represent the approximate boundaries between soil types of significantly different engineering properties; however, the actual transition may be gradual. In some cases, small variations in properties not considered pertinent to our engineering evaluation may have been abbreviated or omitted for clarity. The boring profiles represent the conditions at the particular boring location and variations do occur among the borings.

Groundwater

During our field exploration, the groundwater level, when encountered, was not identified within the explored. Within the auger borings, the groundwater table was not encountered prior to the boring termination depth. Therefore, Groundwater Not Encountered (GNE) is depicted adjacent to these profiles on the attached **Soil Profiles** sheets. Within the SPT borings, the groundwater table was not encountered prior to the introduction of bentonite drilling fluid at a depth of 10 feet below existing grades. Therefore, Groundwater Not Apparent (GNA) is depicted adjacent to these profiles on the attached **Soil Profiles** sheets.

It should be noted that groundwater levels tend to fluctuate during periods of prolonged drought and extended rainfall and may be affected by man-made influences. In addition, a seasonal effect will also occur in which higher groundwater levels are normally recorded in rainy seasons.

Conclusions

Based on our understanding of the anticipated development and with anticipated finished site grades being within 2 feet of existing grades, the proposed structures and pavement sections may bear on imported approved fill or on the existing sandy soils encountered in the borings when improved according to our recommendations. The boring results generally indicate that the sandy soils will provide adequate support for lightly loaded shallow foundation systems when prepared in accordance with the recommendations provided below.

The suitability of the soil for reuse in construction should be evaluated against the project engineering fill requirements. If unsuitable materials are encountered during site preparation activities, the unsuitable materials should be removed and the proposed footing/finish elevation may be re-established by backfilling after the undesirable material has been removed. This backfilling may be done with a well-compacted, suitable fill such as clean sand (i.e. less than 12 percent passing the no. 200 sieve), gravel, or FDOT No. 57 or FDOT No. 67 stone.

Stratum 1 soils (SP-SM/SM) may be moved and used for grading purposes, site leveling, general engineering fill, structural fill and backfill in other areas, provided the fill is free of organic materials, clay, debris or any other material deemed unsuitable for construction and evaluated against engineering fill requirements. It should be noted that Stratum 1 soils may be difficult to dry and compact due to their fines content. Stratum 1 soils should only be placed above the groundwater level at the time of construction.

Several of the SPT borings encountered plastic (Strata 2 and 3, SM-SC/SC/CL/CH) soils. Plastic soils have the potential to shrink or swell under varying moisture conditions. Due to the plastic nature of the Strata 2 and 3 soils, these materials should not be utilized as fill and it is recommended that there be a minimum separation of at least 2 feet between the bottom of proposed foundations and the top of the Strata 2 and 3 soils. In addition, it is recommended that roadways be designed to have a minimum separation of at least 18 inches between the bottom of the base course and the top of Strata 2 and 3 soils.

Following site clearing and grubbing and removal and replacement of any deleterious materials, the site should be proof-rolled as part of the sub-grade preparation operation. Careful observations should be made during compaction to help identify any areas of soft yielding soils that may require over excavation and replacement. It is recommended that within any structure and pavement areas, the natural ground, to a minimum depth of one (1) feet below stripped grade, be compacted to a dry density of at least 95% of the Modified Proctor maximum dry density.

Based on the anticipated construction, preliminary field results indicate shallow foundations may be designed for a net allowable bearing pressure of 2,000 psf. Once site design and structural loading information become available, additional geotechnical services will be required to finalize the foundation design.

Earthwork and foundation construction should be performed in accordance with the above recommendations and Alachua County guidelines.

Closing

In general, the site appears suitable for the proposed development. Unanticipated soil conditions may require that additional expense be made to attain a properly constructed project. Therefore, some contingency fund is recommended to accommodate such potential extra costs.

The analyses, conclusions and recommendations contained in this report are opinions based on the site conditions and project layout described herein and further assume that the conditions observed in the exploratory borings are representative of the subsurface conditions throughout the site, i.e., the subsurface conditions elsewhere on the site are the same as those disclosed by the borings. If, during construction, subsurface conditions different from those encountered in the exploratory borings are observed or appear to be present beneath excavations, we should be advised at once so that we can review these conditions and reconsider our recommendations where necessary.

The scope of our services did not include an environmental assessment for determining the presence or absence of wetlands or hazardous or toxic materials in the soil, bedrock, groundwater, or air, on or below or around this site. Any statements in this report or on the boring logs regarding odors, colors, unusual or suspicious items or conditions are strictly for the information of our client.

This report was prepared for the exclusive use of Troon Creek 2, LLC and their consultants for evaluating the site as it relates to the geotechnical aspects discussed herein. It should be made available to prospective contractors for information on factual data only and not as a warranty of subsurface conditions included in this report. Unanticipated soil conditions may require that additional expense be made to attain a properly constructed project. Therefore, some contingency fund is recommended to accommodate such potential extra costs.

Should there be any questions regarding the report, please do not hesitate to contact our office at (812) 989-1254. We look forward to working with you and your organization on this and future projects.

Respectfully Submitted,

TIERRA, INC.

Tyler R. Jean, E.I.
Geotechnical Engineer Intern

Kevin H. Scott, P.E.
Senior Geotechnical Engineer
Florida License No. 64554

Attachments: Boring Location Plan
Soil Profiles

BORING LOCATION PLAN

0 300'

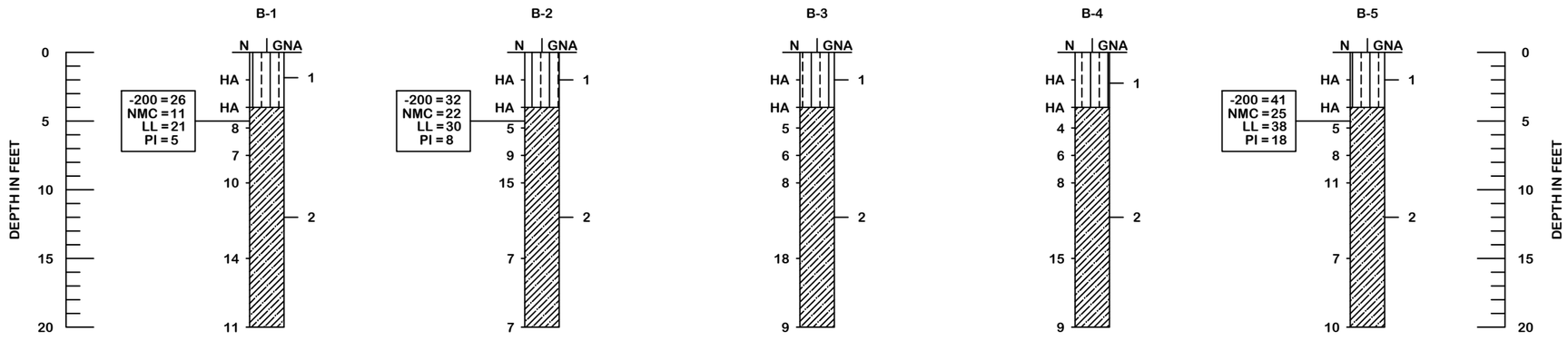
PLAN SCALE

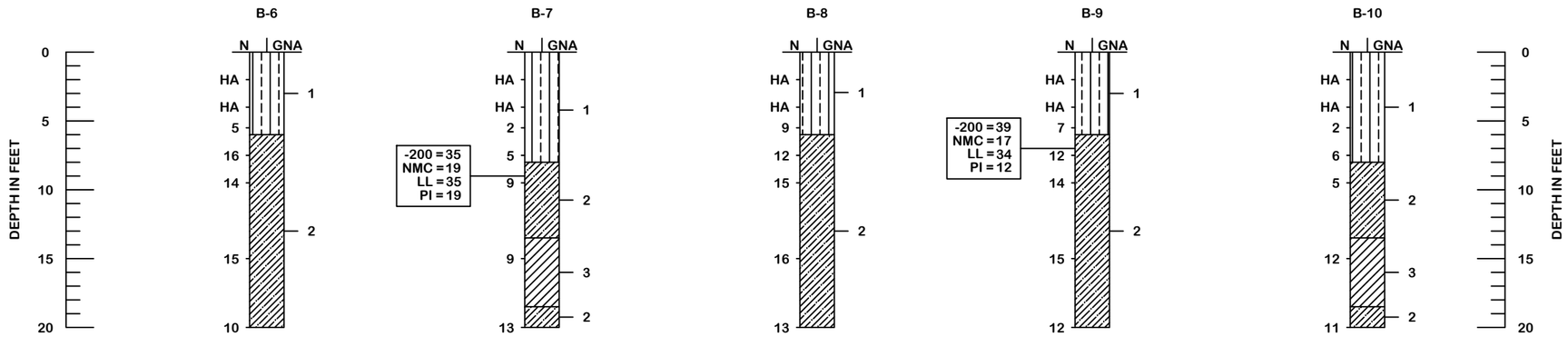
LEGEND

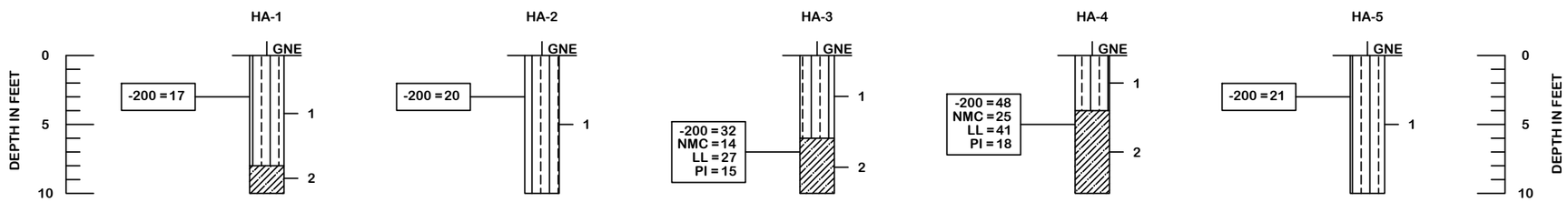
- APPROXIMATE LOCATION OF AUGER BORING
- APPROXIMATE LOCATION OF SPT BORING

DRAWN BY: SW CHECKED BY: TJ	APPROVED BY: KHS DATE: AUG 2022	ENGINEER OF RECORD: KEVIN H. SCOTT, P.E. FLORIDA LICENSE NO.: 65514	TIERRA 7351 Temple Terrace Highway Tampa, Florida 33637 Phone: 813-989-1354 Fax: 813-989-1355	SCALE: NOTED	PROJECT NUMBER: 6511-22-197	GEOTECHNICAL ENGINEERING SERVICES JEFFORDS PROPERTY DUE DILIGENCE ALACHUA COUNTY, FLORIDA	SHEET1

SOIL PROFILES







LEGEND

1 LIGHT BROWN TO ORANGE SAND WITH SILT TO SILTY SAND (SP-SM/SM)

2 LIGHT BROWN TO ORANGE CLAYEY SAND (SM-SC/SC)

3 LIGHT GRAY TO ORANGE CLAY (CL/CH)

N	SPT N-VALUE IN BLOWS/FOOT FOR 12 INCHES OF PENETRATION (UNLESS OTHERWISE NOTED)
SP	UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D 2488) GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW AND LABORATORY TESTING ON SELECTED SAMPLES FOR CONFIRMATION OF VISUAL REVIEW.
GNE	GROUNDWATER TABLE NOT ENCOUNTERED
GNA	GROUNDWATER NOT APPARENT DUE TO DRILLING METHOD USED
HA	HAND AUGERED TO VERIFY UTILITY CLEARANCES
-200	PERCENT PASSING #200 SIEVE
NMC	NATURAL MOISTURE CONTENT (%)
LL	LIQUID LIMIT (%)
PI	PLASTICITY INDEX (%)

AUTOMATIC HAMMER	
GRANULAR MATERIALS-RELATIVE DENSITY	SPT (BLOWS/FT.)
VERY LOOSE	LESS THAN 3
LOOSE	3 TO 8
MEDIUM	8 TO 24
DENSE	24 TO 40
VERY DENSE	GREATER THAN 40
SILTS AND CLAYS CONSISTENCY	SPT (BLOWS/FT.)
VERY SOFT	LESS THAN 1
SOFT	1 TO 3
FIRM	3 TO 6
STIFF	6 TO 12
VERY STIFF	12 TO 24
HARD	GREATER THAN 24

DRAWN BY: SW
CHECKED BY: TJ
APPROVED BY: KHS
DATE: AUG 2022
ENGINEER OF RECORD: KEVIN H. SCOTT, P.E.
FLORIDA LICENSE NO.: 65514

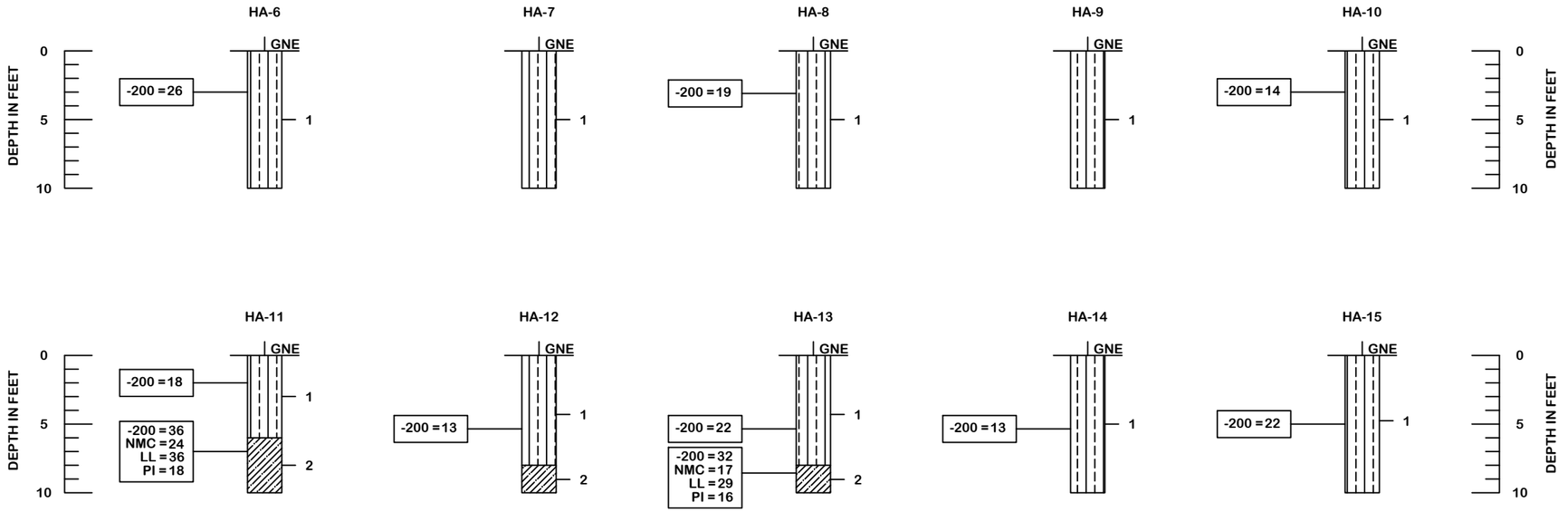
TIERRA
7351 Temple Terrace Highway
Tampa, Florida 33637
Phone: 813-989-1354 Fax: 813-989-1355

SCALE: NOTED
PROJECT NUMBER: 6511-22-197

GEOTECHNICAL ENGINEERING SERVICES
JEFFORDS PROPERTY
DUE DILIGENCE
ALACHUA COUNTY, FLORIDA

SHEET 2

SOIL PROFILES



LEGEND

1		LIGHT BROWN TO ORANGE SAND WITH SILT TO SILTY SAND (SP-SM/SM)
2		LIGHT BROWN TO ORANGE CLAYEY SAND (SM-SC/SC)
3		LIGHT GRAY TO ORANGE CLAY (CL/CH)

N	SPT N-VALUE IN BLOWS/FOOT FOR 12 INCHES OF PENETRATION (UNLESS OTHERWISE NOTED)
SP	UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D 2488) GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW AND LABORATORY TESTING ON SELECTED SAMPLES FOR CONFIRMATION OF VISUAL REVIEW.
GNE	GROUNDWATER TABLE NOT ENCOUNTERED
GNA	GROUNDWATER NOT APPARENT DUE TO DRILLING METHOD USED
HA	HAND AUGERED TO VERIFY UTILITY CLEARANCES
-200	PERCENT PASSING #200 SIEVE
NMC	NATURAL MOISTURE CONTENT (%)
LL	LIQUID LIMIT (%)
PI	PLASTICITY INDEX (%)

AUTOMATIC HAMMER	
GRANULAR MATERIALS-RELATIVE DENSITY	SPT (BLOWS/FT.)
VERY LOOSE	LESS THAN 3
LOOSE	3 TO 8
MEDIUM	8 TO 24
DENSE	24 TO 40
VERY DENSE	GREATER THAN 40
SILTS AND CLAYS CONSISTENCY	SPT (BLOWS/FT.)
VERY SOFT	LESS THAN 1
SOFT	1 TO 3
FIRM	3 TO 6
STIFF	6 TO 12
VERY STIFF	12 TO 24
HARD	GREATER THAN 24

DRAWN BY: SW
CHECKED BY: TJ
APPROVED BY: KHS
DATE: AUG 2022
ENGINEER OF RECORD: KEVIN H. SCOTT, P.E.
FLORIDA LICENSE NO.: 65514

TIERRA
7351 Temple Terrace Highway
Tampa, Florida 33637
Phone: 813-989-1354 Fax: 813-989-1355

SCALE: NOTED
PROJECT NUMBER: 6511-22-197

GEOTECHNICAL ENGINEERING SERVICES
JEFFORDS PROPERTY
DUE DILIGENCE
ALACHUA COUNTY, FLORIDA

TIERRA

August 31, 2023

Troon Creek 3, LLC
643 Egret Place Drive
Winter Garden, FL 34787

Attn: Mr. Craig Rouhier Jr.

RE: Geological Hazards Memorandum
Jeffords Property
Alachua County, Florida
Tierra Project No.: 6511-22-197

Mr. Rouhier:

Tierra, Inc. (Tierra) has completed geotechnical engineering services for the above referenced project. The results of our study are presented herein.

Project Information

The project site is located on the north side of US 441 east of NW 188th Street in Alachua County, Florida. Based on the provided information, we understand the site is being considered for the design and construction of a residential development. The site is approximately 66 acres.

This memorandum has been prepared to provide a sinkhole evaluation for the project site. Tierra has previously performed geotechnical engineering services for this project. The **Boring Location Plan and Soil Profiles** sheet from the *Letter Report of Geotechnical Engineering Services* dated September 8, 2022 has been included in the **Attachments** for reference.

Geological Hazards

The site is located in an area of central Florida that can be characterized as having a relatively moderate potential for sinkhole development. Tierra has reviewed Subsidence Incident Reports (last modified December 6, 2022) provided by the Florida Geological Survey (FGS) and determined no reported subsidences exist on the project site. The closest reported subsidence was reported in 2005 and is located approximately 1¼ miles east of the project site.

Based on topographic information provided for the site, there is a depressional feature located in the northwest corner of the site. Tierra performed an SPT boring in the vicinity of this depressional feature (Tierra Boring B-1). The boring encountered approximately 4 feet of silty sand underlain by 16 feet of silty-clayey sand to clayey sand to the boring termination depth of 20 feet below existing grade. The boring did not encounter evidence of soil raveling.

Based on the geotechnical services performed at the project site, the subsurface conditions encountered within the SPT borings do not demonstrate characteristics indicative of a higher risk for sinkhole activity than similar sites in the project vicinity. Pre-development ground remediation does not appear to be warranted at this time.

Closing

The analyses, conclusions and recommendations contained in this report are opinions based on the site conditions and project layout described herein and further assume that the conditions observed in the exploratory borings are representative of the subsurface conditions throughout the site, i.e., the subsurface conditions elsewhere on the site are the same as those disclosed by the borings. If, during construction, subsurface conditions different from those encountered in the exploratory borings are observed or appear to be present beneath excavations, we should be advised at once so that we can review these conditions and reconsider our recommendations where necessary.

The scope of our services did not include an environmental assessment for determining the presence or absence of wetlands or hazardous or toxic materials in the soil, bedrock, groundwater, or air, on or below or around. Any statements in this report or on the boring logs regarding odors, colors, unusual or suspicious items or conditions are strictly for the information of our client.

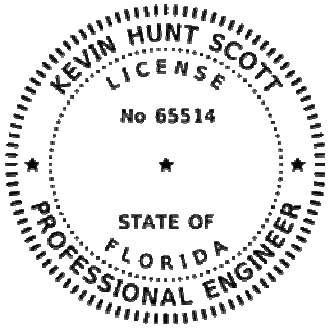
This report was prepared for the exclusive use of Troon Creek 2, LLC and their consultants for evaluating the site as it relates to the geotechnical aspects discussed herein. It should be made available to prospective contractors for information on factual data only and not as a warranty of subsurface conditions included in this report. Unanticipated soil conditions may require that additional expense be made to attain a properly constructed project. Therefore, some contingency fund is recommended to accommodate such potential extra costs.

Should there be any questions regarding the report, please do not hesitate to contact our office at (813) 989-1354. We look forward to working with you and your organization on this and future projects.

Respectfully Submitted,

TIERRA, INC.

Printed copies of this document are not considered signed and sealed. The signature must be verified on the electronic document. The official record of this report is the electronic file signed and sealed under Rule 61G15 - 23.004, F.A.C



Kevin H. Scott, P.E.
Senior Geotechnical Engineer
Florida License No. 65514

Attachments: Boring Location Plan and Soil Profiles

BORING LOCATION PLAN

0 300'

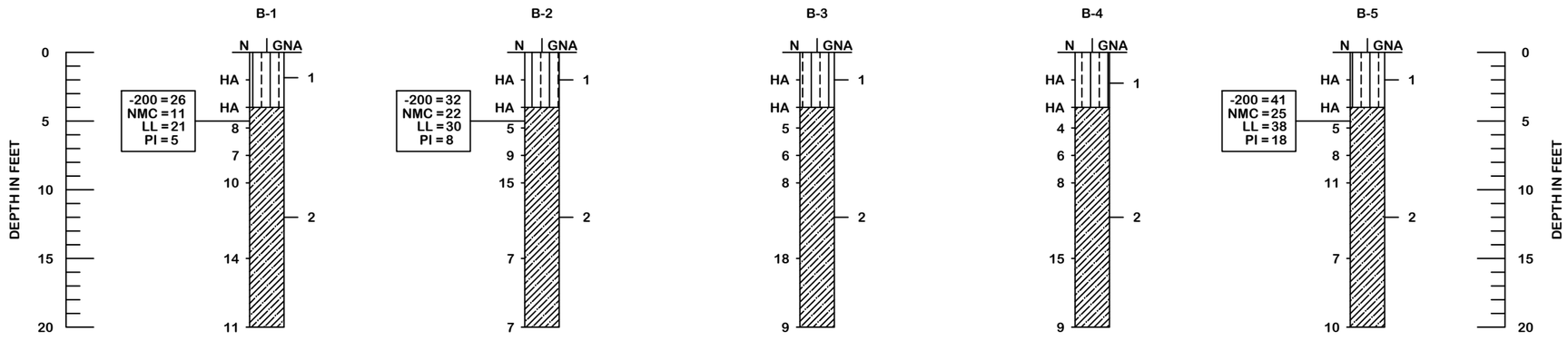
PLAN SCALE

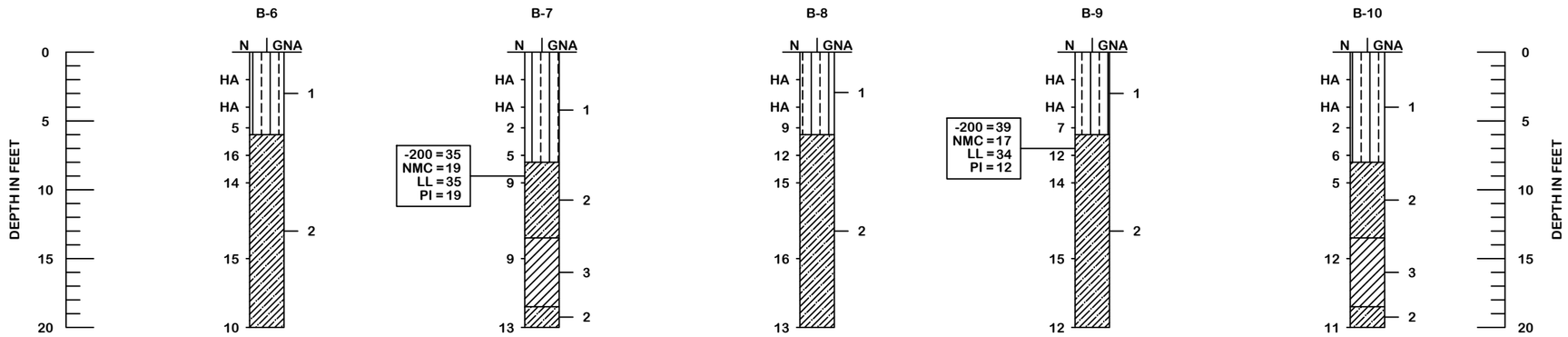
LEGEND

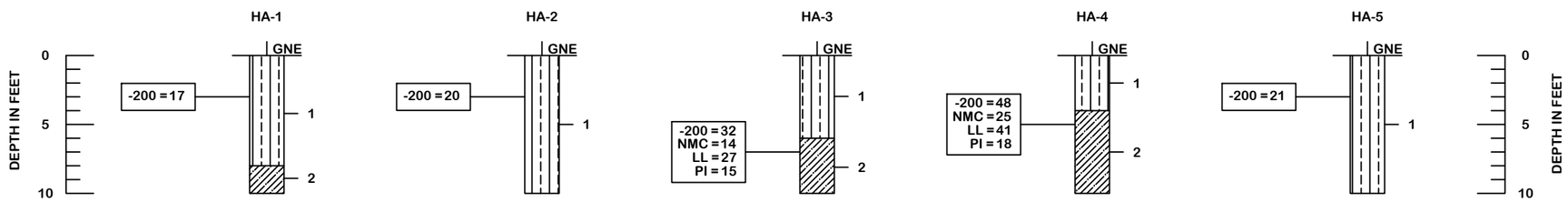
- APPROXIMATE LOCATION OF AUGER BORING
- APPROXIMATE LOCATION OF SPT BORING

DRAWN BY: SW CHECKED BY: TJ	APPROVED BY: KHS DATE: AUG 2022	ENGINEER OF RECORD: KEVIN H. SCOTT, P.E. FLORIDA LICENSE NO.: 65514	TIERRA 7351 Temple Terrace Highway Tampa, Florida 33637 Phone: 813-989-1354 Fax: 813-989-1355	SCALE: NOTED	PROJECT NUMBER: 6511-22-197	GEOTECHNICAL ENGINEERING SERVICES JEFFORDS PROPERTY DUE DILIGENCE ALACHUA COUNTY, FLORIDA	SHEET1

SOIL PROFILES







LEGEND

1 LIGHT BROWN TO ORANGE SAND WITH SILT TO SILTY SAND (SP-SM/SM)

2 LIGHT BROWN TO ORANGE CLAYEY SAND (SM-SC/SC)

3 LIGHT GRAY TO ORANGE CLAY (CL/CH)

N	SPT N-VALUE IN BLOWS/FOOT FOR 12 INCHES OF PENETRATION (UNLESS OTHERWISE NOTED)
SP	UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D 2488) GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW AND LABORATORY TESTING ON SELECTED SAMPLES FOR CONFIRMATION OF VISUAL REVIEW.
GNE	GROUNDWATER TABLE NOT ENCOUNTERED
GNA	GROUNDWATER NOT APPARENT DUE TO DRILLING METHOD USED
HA	HAND AUGERED TO VERIFY UTILITY CLEARANCES
-200	PERCENT PASSING #200 SIEVE
NMC	NATURAL MOISTURE CONTENT (%)
LL	LIQUID LIMIT (%)
PI	PLASTICITY INDEX (%)

AUTOMATIC HAMMER	
GRANULAR MATERIALS-RELATIVE DENSITY	SPT (BLOWS/FT.)
VERY LOOSE	LESS THAN 3
LOOSE	3 TO 8
MEDIUM	8 TO 24
DENSE	24 TO 40
VERY DENSE	GREATER THAN 40
SILTS AND CLAYS CONSISTENCY	SPT (BLOWS/FT.)
VERY SOFT	LESS THAN 1
SOFT	1 TO 3
FIRM	3 TO 6
STIFF	6 TO 12
VERY STIFF	12 TO 24
HARD	GREATER THAN 24

DRAWN BY: SW
CHECKED BY: TJ
APPROVED BY: KHS
DATE: AUG 2022
ENGINEER OF RECORD: KEVIN H. SCOTT, P.E.
FLORIDA LICENSE NO.: 65514

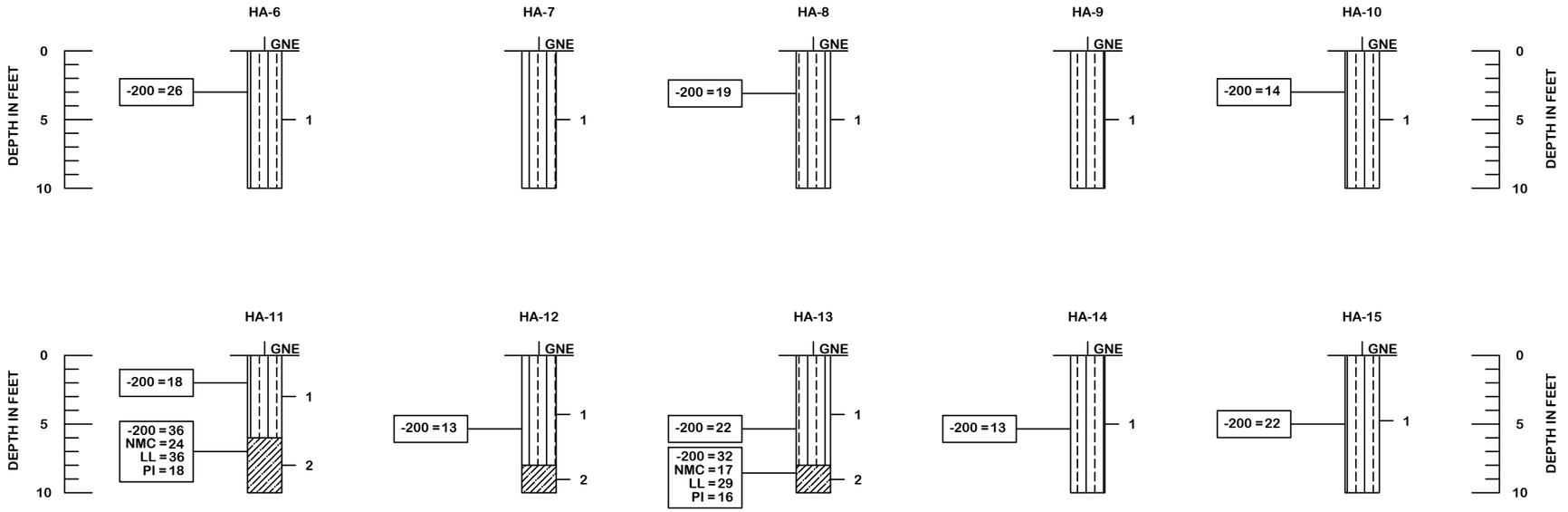
TIERRA
7351 Temple Terrace Highway
Tampa, Florida 33637
Phone: 813-989-1354 Fax: 813-989-1355

SCALE: NOTED
PROJECT NUMBER: 6511-22-197

GEOTECHNICAL ENGINEERING SERVICES
JEFFORDS PROPERTY
DUE DILIGENCE
ALACHUA COUNTY, FLORIDA

SHEET 2

SOIL PROFILES



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GEOTECHNICAL ENGINEERING SERVICES
JEFFORDS PROPERTY
DUE DILIGENCE
ALACHUA COUNTY, FLORIDA

Year 2023-24. Changes represent a 10 percent increase in the wastewater consumption charge with an anticipated residential hike of $4.52 per month.

Water rates were increased by seven percent in the consumption charge for water resulting in 6.7 percent in the residential customer charge for an average residential impact of $1.73.

MSBU and Alachua County

In other business, the Commission approved an ordinance providing consent for the entire corporate limits of the City to be included in a non-ad valorem assessment for

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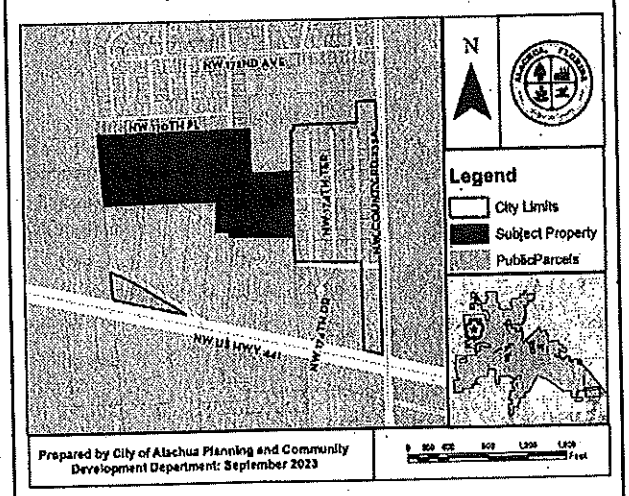
(7529)

14804 Main Street
Alachua, Florida

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

Notice is hereby given that the Planning & Zoning Board of the City of Alachua will hold a public hearing on October 10, 2023, 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 Craig Rouhier, of Troon Development, LLC., applicant and agent for Florida Timber Co., property owner, for consideration of the Preliminary Plat and Final PD Plan for the Briarwood Phase 4 subdivision, which proposes the subdivision of a ±34.17 acre property into a total of 115 single family lots, with associated common areas and right-of-way. The subject property is located south of Briarwood Phases 1-3, west of the Santa Fe Hills subdivision, and north of US 441 consisting of Tax Parcel Numbers 03044-010-002, 03044-012-001, and 03044-012-003 through 03044-012-005; Future Land Use Map (FLUM) Designation: Medium Density Residential and Community Commercial; Zoning: Planned Development – Residential (PD-R) and Planned Development – Commercial (PD-COMM).



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

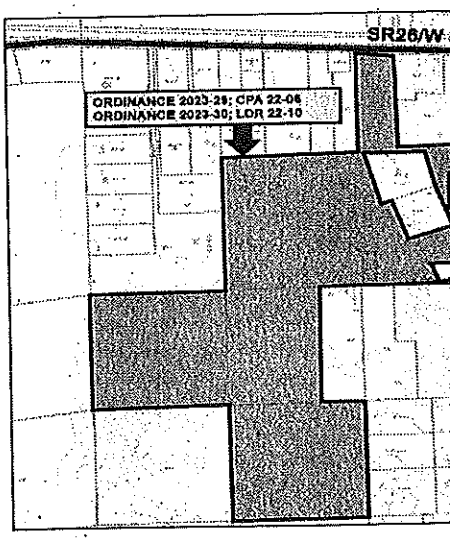
(Published: Alachua County Today - September 28, 2023)

02514-000-000, 02522-000-000, 02523-001-000, 025
004-001, 02538-004-002, 02538-006-000, 02538-006-0
001, CONSISTING OF APPROXIMATELY 258.3 ACI
REPEALING ALL ORDINANCES IN CONFLICT;
DATE.

ITEM 2: Ordinance 2023-30/LDR 22-10, an applicati
dba JBPro Group, Inc., agent, on behalf of Jason, Mary,
Coleman and Austin, Emma, and David Mattox, owners,
City of Newberry by changing the zoning from Agricultu
Family/Mobile Home (RSF/MH-2) to PLANNED RESIL
project known as Westone on property generally located a
and Southwest 266 Street on approximately 258.3 acre
02508-002-000, 02514-000-000, 02522-000-000, 0252
000, 02538-004-001, 02538-004-002, 02538-006-000,
001-001. (This application is contingent upon approval o

ORDINANCE NO. 2

AN ORDINANCE OF THE CITY OF NEWBERR
REZONING OF APPROXIMATELY 258.3 ACRES,
APPLICATION BY THE PROPERTY OWNER OF
OFFICIAL ZONING ATLAS OF THE CITY OF N
REGULATIONS; PROVIDING FOR REZONING
RESIDENTIAL, (MIXED) SINGLE-FAMILY/MO
PLANNED RESIDENTIAL DEVELOPMENT (P
PROJECT KNOWN AS WESTONE ON CERTAIN
LIMITS OF THE CITY OF NEWBERRY, FLORI
02514-000-000, 02522-000-000, 02523-001-000, 02
004-001, 02538-004-002, 02538-006-000, 02538-006-
001; PROVIDING SEVERABILITY; REPEALING
AND PROVIDING AN EFFECTIVE DATE



The public hearings may be continued to one or more
advised that the date, time and place of any continuati
during the public hearing and that no further notice con
said continuation exceeds six calendar weeks from the

At the aforementioned public hearings, all interested p
to the petitions. Please call 352-472-5440, or email
to request a copy of the application(s) including the
comments prior to the public hearings, or to inquire a
advised that if they decide to appeal any decision made
will need a record of the proceedings, and that, for su
verbatim record of the proceeding is made, which reco
which the appeal is to be based.

In accordance with the Americans with Disabilities Ac
accommodation for attendance at this meeting shoul
375-2784, no later than 72 hours prior to the procee
Relay System at (800) 955-8770.

(Published: Alachua County Today

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

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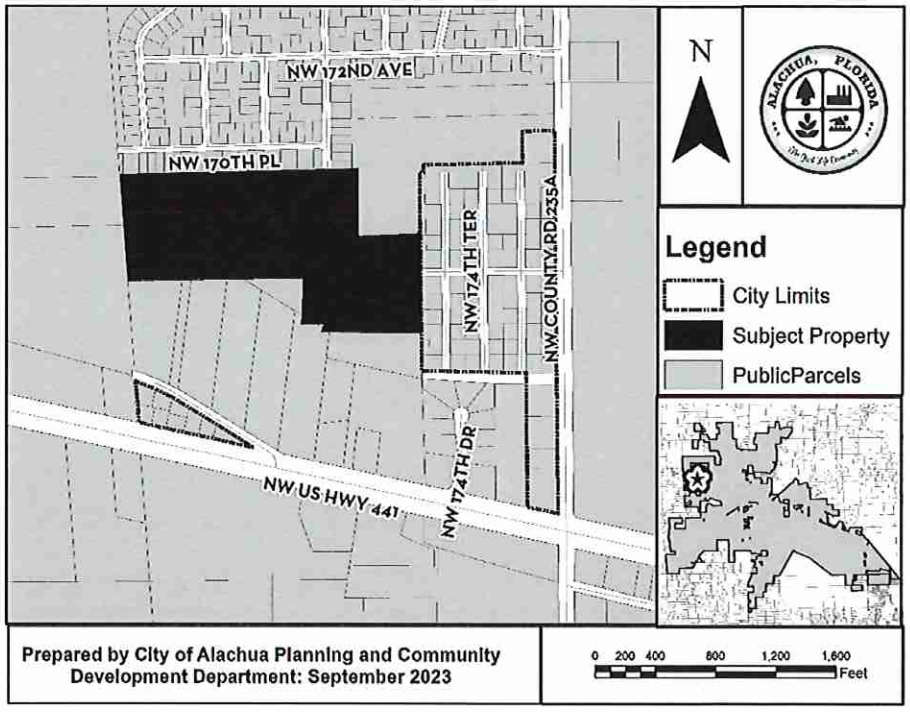

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Phone: (386) 418-6121 ♦ Fax: (386) 418-6130

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ALACHUA, FL 32615

ELKINS DELRIE C LIFE ESTATE
PO BOX 2016
HIGH SPRINGS, FL 32655-2016

WALDRON KRISTIE DENISE
16728 NW 174TH TER
ALACHUA, FL 32615-4731

PLUMLEY RYAN
16719 NW 175TH TER
ALACHUA, FL 32615

SMYDER CHARLES R SR SUCCESSOR TRUSTEE
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ALACHUA, FL 32616-0842

FLORIDA TIMBER CO
PO BOX 357133
GAINESVILLE, FL 32635-7133

FIRST COAST ROAD RANGERS LLC
11461 BOOTE BLVD
JACKSONVILLE, FL 32218-4223

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ALACHUA, FL 32615

THOMAS MELISSA
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ALACHUA, FL 32615

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GAINESVILLE, FL 32641-1065

BURNS & GONZALES
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ST AUGUSTINE, FL 32080

RYAN LARMANN INSURANCE AGENCY INC
14521 MAIN ST
ALACHUA, FL 32615

SCHLAF DEBRA
16634 NW 174TH TER
ALACHUA, FL 32615-2712

REED & SUMMERS
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GAINESVILLE, FL 32606

GONZALES ROSA LEE HEIRS
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ALACHUA, FL 32615

PARKER JOY A TRUSTEE
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GAINESVILLE, FL 32635

SALAZAR FLOSSIE LIFE ESTATE
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ALACHUA, FL 32615-5265

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LAKELAND, FL 33813-5211

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ALACHUA, FL 32615

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GAINESVILLE, FL 32605

SMYDER TOYO A HEIRS
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HIGH SPRINGS, FL 32655-1067

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ALACHUA, FL 32615

PULLIAM RUFUS L
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ALACHUA, FL 32615-4753

ECHEVERRY & GRAJALES W/H
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HUNTER KADERIAN
16824 NW 174TH TER
ALACHUA, FL 32615

DASA RASANATH A
16916 NW 174TH TER
ALACHUA, FL 32615

ROGERS BILLY J & THERESA N
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CABOT, AR 72023-8186

JESSIE RAYMOND M
120 SW DUKES DR LOT 14
LAKE CITY, FL 32024

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ALACHUA, FL 32615

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HEATON & VAN CLEEF
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ALACHUA, FL 32615

ORIE DEANDREW L & ADRIENNE D
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ALACHUA, FL 32615-2709

LONGVALLEY I LLC
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ALACHUA COUNTY HOUSING AUTHOR
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GAINESVILLE, FL 32605

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ALACHUA, FL 32615

GRANT VICKIE RENEE
16639 NW 175TH TER
ALACHUA, FL 32615

HEATON & VAN CLEEF
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CARR JASON SHAW
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ALACHUA, FL 32615

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GARCIA & GARCIA
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ALACHUA, FL 32615

PATNODE WILLIAM J & CATHERINE M
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ALACHUA, FL 32615

CALTON & NALL
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Gainesville, FL 32653

Richard Gorman
5716 NW 93rd Avenue
Alachua, FL 32653

President
TCMOA
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Alachua, FL 32615

Jeannette Hinsdale
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Alachua, FL 32616

Tamara Robbins
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Alachua, FL 32616

Hugh & Jean Calderwood
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Alachua, FL 32615

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Peggy Arnold
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Alachua, FL 32615

Linda Dixon, AICP
Assistant Director Planning
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Gainesville, FL 32611

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Alachua, FL 32615

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County Manager
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Gainesville, FL 32601

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Alachua, FL 32616

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High Springs, FL 32655

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Alachua, FL 32653

David Forest
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Alachua, FL 32615

Craig Parenteau
FL Deptarment of Environmental Protection
4801 Camp Ranch Road
Gainesville, FL 32641

Lynda Coon
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Alachua, FL 32615

Bonnie Flynn
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Alachua, FL 32615

Shasta Schoellhorn
15907 NW 188th St.
Alachua, FL 32615

George & Joan Walker
12910 NW 151 Rd
Alachua, FL 32615

AFFIDAVIT FOR POSTED LAND USE SIGN

I, Adam Hall, POSTED THE LAND USE
(Name)
SIGN ON 09/21/23 FOR THE Briarwood Phase 4 Preliminary 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.

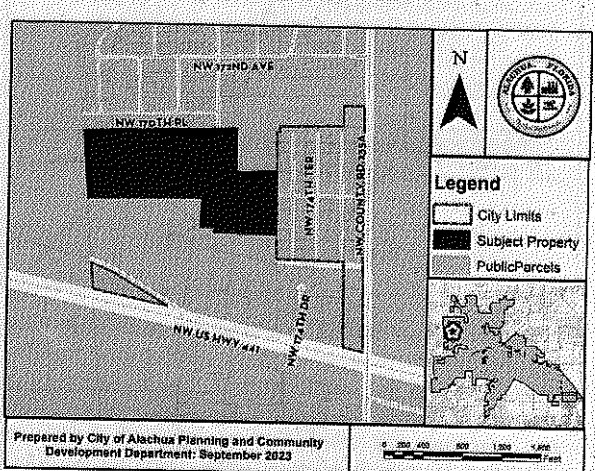
(Signature)

Three (3)
(Number of signs)

City of ALACHUA

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 13, 2023, 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 Craig Rouhier, of Troon Development, LLC., applicant and agent for Florida Timber Co., property owner, for consideration of the Preliminary Plat and Final PD Plan for the Briarwood Phase 4 subdivision, which proposes the subdivision of a ±34.17 acre property into a total of 115 single family lots, with associated common areas and right-of-way. The subject property is located south of Briarwood Phases 1-3, west of the Santa Fe Hills subdivision, and north of US 441 consisting of Tax Parcel Numbers 03044-010-002, 03044-012-001, and 03044-012-003 through 03044-012-005; Future Land Use Map (FLUM) Designation: Medium Density Residential and Community Commercial; Zoning: Planned Development – Residential (PD-R) and Planned Development – Commercial (PD-COMM).



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 - November 2, 2023)

AFFIDAVIT FOR POSTED LAND USE SIGN

I, Adam Hall, POSTED THE LAND USE
(Name)
SIGN ON 09/21/23 FOR THE Briarwood Phase 4 Preliminary 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)

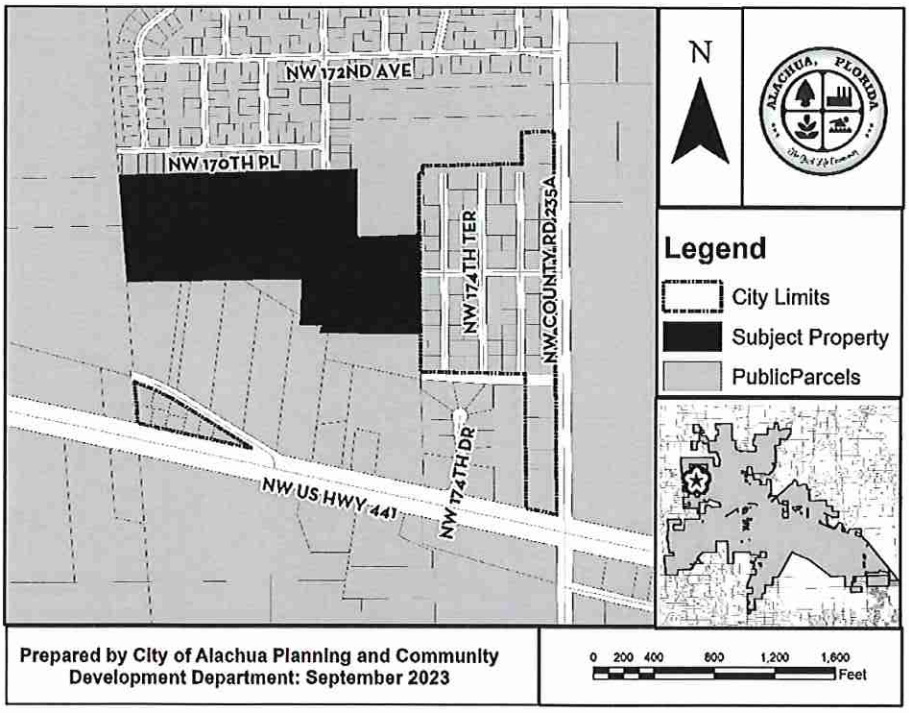
City of ALACHUA
the good life community

RECEIVED
OCT 05 2023
BY: mailed out

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 October 23, 2023, 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 Craig Rouhier, of Troon Development, LLC., applicant and agent for Florida Timber Co., property owner, for consideration of the Preliminary Plat and Final PD Plan for the Briarwood Phase 4 subdivision, which proposes the subdivision of a ±34.17 acre property into a total of 115 single family lots, with associated common areas and right-of-way. The subject property is located south of Briarwood Phases 1-3, west of the Santa Fe Hills subdivision, and north of US 441 consisting of Tax Parcel Numbers 03044-010-002, 03044-012-001, and 03044-012-003 through 03044-012-005; Future Land Use Map (FLUM) Designation: Medium Density Residential and Community Commercial; Zoning: Planned Development – Residential (PD-R) and Planned Development – Commercial (PD-COMM).



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.

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

WITTS PROPERTIES LLC
5510 SW 41ST BLVD #206
GAINESVILLE, FL 32608

QUEEN LOIS L
16503 NW US HWY 441
ALACHUA, FL 32615

ELKINS DELRIE C LIFE ESTATE
PO BOX 2016
HIGH SPRINGS, FL 32655-2016

WALDRON KRISTIE DENISE
16728 NW 174TH TER
ALACHUA, FL 32615-4731

PLUMLEY RYAN
16719 NW 175TH TER
ALACHUA, FL 32615

SMYDER CHARLES R SR SUCCESSOR TRUSTEE
PO BOX 842
ALACHUA, FL 32616-0842

FLORIDA TIMBER CO
PO BOX 357133
GAINESVILLE, FL 32635-7133

FIRST COAST ROAD RANGERS LLC
11461 BOOTE BLVD
JACKSONVILLE, FL 32218-4223

GONZALEZ & MORENO H/W
17794 NW 175TH AVE
ALACHUA, FL 32615

THOMAS MELISSA
16922 NW 174TH TER
ALACHUA, FL 32615

GONZALES CHARLES MANUEL & MEREDITH JOYCE
2891 SE 19TH AVE
GAINESVILLE, FL 32641-1065

BURNS & GONZALES
10616 THORNE DR
FT WASHINGTON, MD 20744

KINETIC PROPERTIES INC
PO BOX 15105
GAINESVILLE, FL 32604

CAUCHON MARIA ROCIO
449 HIGH TIDE DR
ST AUGUSTINE, FL 32080

RYAN LARMANN INSURANCE AGENCY INC
14521 MAIN ST
ALACHUA, FL 32615

SCHLAF DEBRA
16634 NW 174TH TER
ALACHUA, FL 32615-2712

REED & SUMMERS
4985 NW 39TH AVE
GAINESVILLE, FL 32606

GONZALES ROSA LEE HEIRS
16806 NW 175TH TER
ALACHUA, FL 32615

PARKER JOY A TRUSTEE
PO BOX 357133
GAINESVILLE, FL 32635

SALAZAR FLOSSIE LIFE ESTATE
16431 US HIGHWAY 441
ALACHUA, FL 32615-5265

BRYAN TAMMY D
5560 EMERALD RIDGE BLVD
LAKELAND, FL 33813-5211

ROBINSON & ROBINSON
16527 NW US HIGHWAY 441
ALACHUA, FL 32615

GREEN THOMAS RYAN & JOAN M
16722 NW 174TH TER
ALACHUA, FL 32615

CAUCHON MARC V DMD PA
PO BOX 1478
ALACHUA, FL 32615

JTFA LLC
4881 NW 8TH AVE STE 4
GAINESVILLE, FL 32605

SMYDER TOYO A HEIRS
PO BOX 1067
HIGH SPRINGS, FL 32655-1067

FELLOWS BARBARA L
12330 NW 206TH TER
ALACHUA, FL 32615

PULLIAM RUFUS L
18021 NW 164TH LN
ALACHUA, FL 32615-4753

ECHEVERRY & GRAJALES W/H
16515 NW US 441
ALACHUA, FL 32615

MORGAN JACK L & BETTY
16806 NW 175TH TER
ALACHUA, FL 32615-4737

MALLARD CONSTRUCTION & ELECTRIC
9310 NW 188TH WAY
ALACHUA, FL 32615

DASA RASANATH A
16916 NW 174TH TER
ALACHUA, FL 32615

CHIARELLI INVESTMENT CO
14707 NW 186TH AVE
ALACHUA, FL 32615

ROCKS CHRISTOPHER & RACHEL
16803 NW 175TH TER
ALACHUA, FL 32615

CARR JASON SHAW
16830 NW 175TH TER
ALACHUA, FL 32615

MAXWELL & PROUD
16658 NW 175TH TER
ALACHUA, FL 32615

GRANT VICKIE RENEE
16639 NW 175TH TER
ALACHUA, FL 32615

CARR JASON SHAW
16830 NW 175TH TER
ALACHUA, FL 32615

PATNODE WILLIAM J & CATHERINE M
16608 NW 175TH TER
ALACHUA, FL 32615

COONS & NEEBLING
16710 NW 174TH TER
ALACHUA, FL 32615

ROGERS BILLY J & THERESA N
13 HICKORY VALLEY DR
CABOT, AR 72023-8186

GONZALES FRANCES G
16816 NW 174TH TER
ALACHUA, FL 32615-4731

ORIE DEANDREW L & ADRIENNE D
16655 NW 175TH TER
ALACHUA, FL 32615-2709

JARMON DONNA LYNN
16817 NW 175TH TER
ALACHUA, FL 32615

MYRICK ROBERT D & LINDA S
3715 NW 31ST TER
GAINESVILLE, FL 32605

HEATON & VAN CLEEF
16818 NW 175TH TER
ALACHUA, FL 32615

IMLER ALMA W HEIRS
17909 NW 164TH LN
ALACHUA, FL 32615-4753

CALTON & NALL
16704 NW 175TH TER
ALACHUA, FL 32615

HUNTER KADERIAN
16824 NW 174TH TER
ALACHUA, FL 32615

JESSIE RAYMOND M
120 SW DUKES DR LOT 14
LAKE CITY, FL 32024

HEATON & VAN CLEEF
16818 NW 175TH TER
ALACHUA, FL 32615

LONGVALLEY I LLC
2500 LEHIGH AVE
GLENVIEW, IL 60026

ALACHUA COUNTY HOUSING AUTHOR
703 NE 1ST STREET
GAINESVILLE, FL 32601

SAYERS JEAN-MARC
16904 NW 174TH TER
ALACHUA, FL 32615

LAWSON & LAWSON
16825 NW 175TH TER
ALACHUA, FL 32615

GARCIA & GARCIA
17523 NW 168TH AVE
ALACHUA, FL 32615

PARKER CASEY JAMESON & SEU YUEN
16640 NW 175TH TER
ALACHUA, FL 32615

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Antoinette Endelicato
5562 NW 93rd Avenue
Gainesville, FL 32653

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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
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Gainesville, FL 32611

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FL Deptarment of Environmental Protection
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Gainesville, FL 32641

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Alachua, FL 32616

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Alachua, FL 32615

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Alachua, FL 32615

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Alachua, FL 32616

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Alachua, FL 32615

Carrie Luke
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Alachua, FL 32615

Dena Courtney
P.O. Box 1215
High Springs, FL 32655

George & Joan Walker
12910 NW 151 Rd
Alachua, FL 32615

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City of Alachua
THE GOOD LIFE COMMUNITY

Commission Agenda Item

MEETING DATE: 11/13/2023
SUBJECT: Resolution 24-01: Tomoka Hills Fire Station Off-Site Tree Mitigation Request
PREPARED BY: Carson J. Crockett, Planner

RECOMMENDED ACTION:
Adopt Resolution 24-01.

Summary

On October 9, 2023, the City received a Site Plan application for Tomoka Hills Fire Station. The application is a request by Randy Olney, P.E., of CHW, Inc., applicant and agent for Alachua County, property owner, for the consideration of a Site Plan to construct a ±11,500 square foot fire station with associated site improvements on a ±2.00 acre subject property (Tax Parcel 03055-001-000).

Section 6.2.1(D)(1) of the LDRs requires new trees to be installed to replace healthy regulated trees, and requires regulated trees to be replaced on a one-for-one basis, and for heritage and champion trees to be replaced on an inch-for-inch basis. A regulated tree is defined in Article 10 of the LDRs as "any living tree which is ten inches or more in diameter or two feet in circumference, whichever dimension is lesser, measured at a point 4½ feet above ground level. This definition shall not include any species of pine tree or nuisance tree regardless of size..." Heritage trees are defined in Article 10 of the LDRs as "trees with a diameter of at least 30 inches or seven feet, ten inches in circumference, whichever dimension is lesser, measured at a point 4½ feet above ground level..."

When required tree replacement cannot be accommodated through on-site mitigation, Section 6.2.1(D)(7) of the City's LDRs allows for off-site mitigation. Off-site mitigation trees may be planted in City-owned properties and parks, City rights-of-way, preservation or conservation areas owned by the City, and within medians and rights-of-way of State and County roads where an interlocal agreement authorizes such plantings.

The formula for the calculation of off-site mitigation is provided within Section 6.2.1(D)(7)(c) of the City's LDRs, and is equal to the cost of the replacement tree, plus installation (including labor and equipment), plus maintenance for one year, plus fund administration. Section 6.2.1(D)(7)(c) requires the fee for off-site mitigation to be

adopted by the City Commission through resolution.

The number of trees proposed for removal would require 156 replacement trees to be planted to mitigate for trees to be removed. The Site Plan proposes to provide a total of 33 replacement trees on-site. The applicant has requested the City consider off-site mitigation in accordance with Section 6.2.1(D)(7) of the LDRs for the remainder of the required replacement trees - 123 replacement trees.

The applicant for the Site Plan has provided a memorandum that calculates the fee required for off-site mitigation in accordance with the formula provided within Section 6.2.1(D)(7)(c) of the LDRs. The memorandum calculates the required payment as set forth by the aforementioned required fee. This memorandum and the landscape plan are attached to the resolution as Exhibit "B".

The required payment for off-site mitigation associated with Tomoka Hills Fire Station is $26,676.24. In accordance with Section 6.2.1(D)(7)(d) of the LDRs, the fee for off-site mitigation must be paid to the City prior to the issuance of a building permit for new construction associated with the Site Plan.

FINANCIAL IMPACT: Yes

COMMISSION GOALS:
Quality of Life, Community Enhancement

ATTACHMENTS:

Description

- Resolution R-24-01
- Tomoka Hills Fire Station Vicinity Map
- Tomoka Hills Fire Station Proposed Landscape Plan

RESOLUTION 24-01

A RESOLUTION OF THE CITY OF ALACHUA, FLORIDA; RELATING TO A REQUEST TO PROVIDE OFF-SITE MITIGATION FOR THE REMOVAL OF TREES IN ACCORDANCE WITH SECTION 6.2.1 OF THE CITY'S LAND DEVELOPMENT REGULATIONS; ESTABLISHING THE FEE FOR OFF-SITE MITIGATION FOR THE REQUEST; REQUIRING PAYMENT OF THE FEE FOR OFF-SITE MITIGATION PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR NEW CONSTRUCTION; ESTABLISHING THE PERIOD OF VALIDITY OF THE REQUEST; AND PROVIDING AN EFFECTIVE DATE.

R E C I T A L S

WHEREAS, Section 6.2.1 of the City's Land Development Regulations ("LDRs") establishes tree protection standards; and

WHEREAS, Section 6.2.1(D)(1) of the City's LDRs requires new trees to be installed to replace healthy regulated trees, and requires regulated trees to be replaced on a one-for-one basis, and for heritage and champion trees to be replaced on an inch-for-inch basis; and

WHEREAS, Section 6.2.1(D)(7) of the City's LDRs allows off-site mitigation for required tree replacement that cannot be accommodated through on-site mitigation by permitting off-site mitigation trees to be planted in City-owned properties and parks, City rights-of-way, preservation or conservation areas owned by the City, and within medians and rights-of-way of State and County roads where an interlocal agreement authorizes such plantings; and

WHEREAS, the formula for the calculation off-site mitigation is provided within Section 6.2.1(D)(7)(c) of the City's LDRs, and is equal to the cost of the replacement tree, plus installation (including labor and equipment), plus maintenance for one year, plus fund administration; and

WHEREAS, the City has received an application for a Site Plan prepared by Randy Olney, P.E., of Causseaux, Hewett, & Walpole, Inc., dated October 9, 2023 including any amendments thereto duly approved by the City (the "Site Plan") for proposed development on Tax Parcel Number 03055-001-000, as described in Exhibit "A" (the "Property"); and

WHEREAS, the owner of the Property has requested the City consider off-site mitigation for those trees that cannot be accommodated through on-site mitigation, due to the location of proposed structures, parking, and code-required tree plantings, in accordance with Section 6.2.1(D)(7) of the City's LDRs; and

WHEREAS, the applicant for the Site Plan contends that a majority of the trees proposed to be removed are of an undesirable species and present potential long-term safety and maintenance issues; and

WHEREAS, the number of trees proposed for removal would require 156 replacement trees to be planted to mitigate for those proposed for removal; and

WHEREAS, the Site Plan proposes to provide a total of 33 replacement trees on-site for those proposed for removal; and

WHEREAS, the applicant for the Site Plan has provided a memorandum and calculations within the Site Plan that establishes the payment required for off-site mitigation in accordance with the formula provided within Section 6.2.1(D)(7)(c) of the City's LDRs, attached hereto as Exhibit "B"; and

WHEREAS, the owners of the Property desire to proceed with consideration of the proposed Site Plan.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ALACHUA, FLORIDA:

Section 1. Findings.

The Commission finds, determines, and declares that the above recitals are true and correct and are hereby incorporated into this resolution by reference.

Section 2. Approval of Off-Site Mitigation

The Commission approves the request to provide payment for off-site mitigation for those trees that cannot be accommodated through on-site mitigation. The payment for off-site mitigation shall be in accordance with the calculation of the fee as provided within a memorandum from Carlos Perez, of Causseaux, Hewett, & Walpole, Inc., dated October 9, 2023 and as shown on Sheets LS-1 through LS-2 of the Site Plan in the amount of $26,676.24.

Section 3. Payment for Off-Site Mitigation

In accordance with Section 6.2.1(D)(7)(d) of the City's LDRs, the fee for off-site mitigation shall be paid to the City prior to the issuance of a building permit for new construction for the Property and approved by the Site Plan.

Section 4. Validity of Off-Site Mitigation

Off-site mitigation shall be a condition of any final development order for the Property associated with the Site Plan.

This Resolution shall take effect immediately upon passage and approval.

DULY ADOPTED in regular session, this 13th day of November, 2023.

CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA

Gib Coerper, Mayor

SEAL

ATTEST:

Mike DaRoza, City Manager/Clerk

EXHIBIT "A"

A TRACT OF LAND SITUATED IN SECTION 9, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE AFOREMENTIONED SECTION 9 FOR A POINT OF REFERENCE AND RUN NORTH ALONG THE WEST LINE OF SAID SECTION 9, A DISTANCE OF 500.44 FEET; THENCE RUN EAST PERPENDICULAR TO THE SAID WEST LINE OF SECTION 9, A DISTANCE OF 50.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 235-A (100' R/W) AND THE POINT OF BEGINNING; THENCE CONTINUE EAST PERPENDICULAR TO THE SAID WEST LINE OF SECTION 9 A DISTANCE OF 393.00 FEET; THENCE RUN NORTH PARALLEL TO THE SAID WEST LINE OF SECTION 9, A DISTANCE OF 221.68 FEET; THENCE RUN WEST, PERPENDICULAR TO THE SAID WEST LINE OF SECTION 9 A DISTANCE OF 393.00 FEET TO THE SAID EASTERLY RIGHT OF WAY OF STATE ROAD NO. 235-A; THENCE SOUTH PARALLEL TO THE SAID WEST LINE OF SECTION 9, AND ALONG THE SAID EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 235-A, A DISTANCE OF 221.68 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

TREE MITIGATION MEMORANDUM AND CALCULATIONS DATED OCTOBER 9, 2023

CHW Professional Consultants

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

MEMORANDUM

To: **Carson Crockett, Planner**

From: **Carlos Perez, Landscape Designer**

Date: **10/9/2023**

RE: **Tomoka Hills Fire Station – Tree Mitigation Payment**

Hello Carson,

The following is some research to determine a mitigation cost per replacement tree for Tomoka Hills Fire Station. As outlined in City of Alachua Code Sec. 6.2.1(D)(7):

(a) *The City may allow off-site mitigation for required tree replacement that cannot be accommodated through on-site mitigation. Trees authorized for off-site mitigation shall be planted in City-owned properties and parks, City rights-of-way, and preservation or conservation areas owned by the City. The City may also plant trees within the medians and rights-of-way of State and County roads where an interlocal agreement authorizes such plantings.*

(b) *The City will establish a separate fund within the City's chart of accounts to be used exclusively for off-site tree mitigation payments. Funds withdrawn from this account shall be spent solely for the planting and maintenance of new trees in accordance with this section.*

(c) *The off-site mitigation formula shall be equal to the cost of the replacement tree, plus installation (labor and equipment), plus maintenance for one year, plus fund administration. This formula will be multiplied by the number of trees to be planted. The fee for off-site tree mitigation shall be adopted by the City Commission through resolution.*

(d) *Fees for off-site mitigation shall be paid to the City prior to the issuance of any tree removal permit or building permit for new construction with an approved site plan or plat. Receipts for payment will be specifically marked for the off-site mitigation account.*

The following information provided outlines the process by which we have determined our mitigation payment calculations.

Description of Project Mitigation

Within this project, all trees are proposed to be removed from the subject parcel. Generally, the trees marked for removal are situated in the proposed access drives and in areas where the grading and site work required would be detrimental to the health of the trees proposed for removal. Some of these are heritage live oaks that must be removed given site constraints, the nature of the proposed development, and code requirements. Some are large laurel oaks that we are recommending for removal as they pose a safety concern given their size and estimated age.

33 replacement trees have been proposed on the site (as indicated on the plans with an “M”). After the placement of these mitigation trees, there is still a deficit of mitigation trees required totaling 123 trees at 2”/tree. Due to the locations of proposed structures, parking, and code-required tree plantings, there is inadequate space on the site at the completion of construction to provide all additional replacement trees for mitigation. Therefore, we are proposing a mitigation payment in lieu of on-site planting.

Determination of Replacement Tree Cost

At least 50% of the replacement trees must be shade trees, according to Sec.6.2.1(D)(4). According to Sec. 6.2.2(D)(8)(b)(ii), “Canopy trees shall be a minimum of eight feet in height with the caliper based on the tree type per Florida Nursery and Grade Standard.” The remaining 50% of the replacement trees shall be ornamental/understory trees, which, as outlined in Sec. 6.2.2(D)(8)(b)(iii), should be a minimum of 1 ½” caliper.

To establish this number, we have taken the given installed cost for a 30 gallon tree or the average, installed cost for 30 gallon trees provided to us on each of three recent and comparable projects to obtain the unit price per caliper inch. This number was multiplied by 2" caliper inches to get the unit price per 30 gallon/2" caliper tree. The calculations are below:

Project #1:
Given Bid Cost: 30 gal.,2" cal. =$149
Therefore, the given bid cost for a 30 gallon tree = $149.00

Project #2:
Given Bid Cost: 30 gal., 2" cal. =$179
Therefore, the given bid cost for a 30 gallon tree = $179.00

Project #3:
Given Bid Cost: 30 gal., 2" cal. =$149
Therefore, the given bid cost for a 30 gallon tree = $149.00

Overall Average:
30 gal. $159.00

Establishment/maintenance costs vary across projects, so we have done some research to estimate a standard cost. For the purposes of this project, we will utilize the Florida Department of Transportation's standard, which is an additional 24% in establishment/maintenance costs (see Attachment 'A').

Therefore: $159.00 + and additional 24% = $197.16 per tree (installed + establishment/maintenance cost). The City of Alachua also requires an additional 10% fund administration as per Sec. 6.2.1(D)(7)(c), so our estimation of the cost per replacement tree is **$216.88 per tree.**

Mitigation Calculations

Heritage Trees (>30", at Inch-For Inch Replacement)
Total Inches Removed = 274"
Total Mitigation Inches Required = 274"
Total Mitigation Trees Required (@ 2" per tree) = 137 trees

Regulated Trees (<30", >10", at 1:1 Replacement)
Total Regulated Trees Removed = 19 trees
Total Mitigation Trees Required = 19 trees

Total Mitigation Payment
Total Mitigation Trees Required = 156 trees
Total Mitigation Provided = 33 trees
Total Mitigation Tree Deficit = 123 trees

123 replacement trees x $216.88 per tree = $26,676.24

Total Mitigation Payment Required = $26,676.24

City of ALACHUA
the good life community

Vicinity Map | Tomoka Hills Fire Station Site Plan

Prepared by the City of Alachua
Planning & Community Development Department

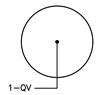
-CJC

DISCLAIMER: Data is provided "as is" without warranty of any representation of accuracy, timeliness, or completeness. The burden of determining accuracy, timeliness, or completeness for use rests solely on the requestor. The City makes no warranties, expressed or implied, as to the use of the data. The requestor acknowledges and accepts the limitations of the data, including the fact that the data is dynamic and in a constant state of maintenance, correction, and update.

N

0 250 500 1,000 Feet

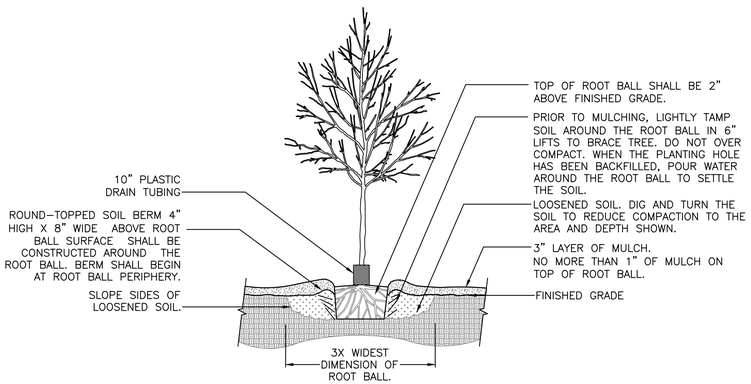
LEGEND



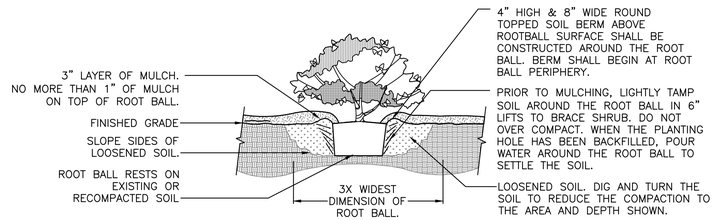
NEW TREES TO BE ADDED

EXISTING TREES TO REMAIN

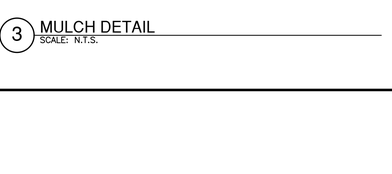
MITIGATION TREES



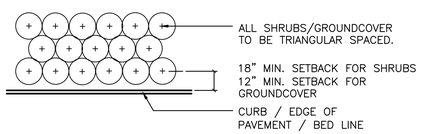
1 TREE PLANTING DETAIL
SCALE: N.T.S.



2 SHRUB PLANTING DETAIL
SCALE: N.T.S.



3 MULCH DETAIL
SCALE: N.T.S.



NOTE: THE PERIMETER OF ALL CURVED PLANTING BEDS SHALL BE PLANTED WITH A ROW OF SHRUBS AS SHOWN IN THE PLANS AND AT THE SPACING SHOWN IN THE PLANT LIST. INTERIOR PORTIONS OF EACH BED SHALL BE PLANTED AT APPROPRIATE SPACING ACCORDING TO THIS PLANT SPACING DETAIL.

4 SHRUB PLANTING DETAIL
SCALE: N.T.S.

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
It's fast, it's free, it's the law.
Call 811 two business days before digging

GENERAL NOTES
ALL ASPHALT, LIMEROCK, AND CONSTRUCTION DEBRIS SHALL BE REMOVED FROM PLANTING BEDS AND SOD AREAS PRIOR TO LANDSCAPE INSTALLATION. IF ENCOUNTERED DURING CONSTRUCTION OR INSTALLATION, THESE SHALL BE EXCAVATED AND REMOVED FROM THE SITE. PLANTING DEPTH OF SOIL IN SUCH AREAS SHOULD BE AT LEAST 3'. IF FILL MUST BE ADDED, IT MUST BE FLORIDA CLEAN DEEP FILL (FREE OF WEED SEEDS) WITH pH 6.0 – 7.5.

ALL LANDSCAPED AREAS SHALL BE MULCHED WITH 3" THICKNESS OF MULCH. PINE BARK MULCH SHALL BE USED IN ALL AREAS, EXCEPT RETENTION AREAS. PINE STRAW MULCH SHALL BE USED IN RETENTION AREAS.

NEW TREES OUTSIDE OF MULCHED LANDSCAPED BEDS WILL BE PROTECTED FROM MOWER AND STRING TRIMMER DAMAGE WITH 10" OF PLASTIC DRAIN TUBING.

LEADER SHOOTS AND MAIN STRUCTURAL LIMBS OF TREES SHALL NOT BE TOPPED OR PRUNED. TREES WILL BE STAKED AS NEEDED. GUYLINES WILL BE OF NON-SYNTHETIC BIODEGRADABLE MATERIAL.

REFER TO CIVIL PLANS FOR TREE BARRICADE DETAILS AND INFORMATION.

ALL VEGETATIVE MATERIALS IDENTIFIED IN THE FLORIDA EXOTIC PEST PLAN COUNCIL'S LIST OF INVASIVE PLANT SPECIES, AS AMENDED, SHELL BE REMOVED AT THE TIME OF DEVELOPMENT

PLANT SELECTION FOR THIS PROJECT HAS BEEN DESIGNED TO UTILIZE FLORIDA FRIENDLY PLANT MATERIALS, AS OUTLINED BY THE UNIVERSITY OF FLORIDA IFAS EXTENSION.

GRASSING
ALL DISTURBED AND UNPAVED AREAS TO BE GRASSED WITH SOD THAT IS FREE OF NOXIOUS WEEDS INCLUDING TROPICAL SODA APPLE OR SHALL BE SEEDED AND MULCHED. SEE CIVIL SITE PLANS FOR ADDITIONAL RELATED INFORMATION.

IRRIGATION
ALL PROPOSED PLANT MATERIAL HAS BEEN SELECTED TO ENSURE MINIMAL WATERING REQUIREMENTS UPON ESTABLISHMENT, AND IS CONSIDERED TO BE OF LOW TO MODERATE WATER USE AS DEFINED IN SECTION 6.2.2(7)(b)(ii)(b) IN THE CITY OF ALACHUA CODE OF ORDINANCES. ALL PLANT MATERIAL TO BE HAND WATERED UNTIL ESTABLISHMENT PER SECTION 6.2.2(7)(b)(v)(b). WATER SOURCE TO BE FROM WALL HYDRANT AND WATER TRUCK WHERE DISTANCE BETWEEN WALL HYDRANT AND PLANT MATERIAL IS GRATER THAN 100'. REFER TO ARCHITECT'S PLANS FOR WALL HYDRANT LOCATIONS.

PLANT MATERIAL
ALL PLANT MATERIAL TO BE FLORIDA NO.1 OR BETTER, GRADED IN ACCORDANCE WITH THE STATE OF FLORIDA DEPARTMENT OF AGRICULTURE, DIVISION OF PLANT INDUSTRY'S GRADES AND STANDARDS FOR NURSERY PLANTS', CURRENT EDITION AT THE TIME PLANS ARE ISSUED. CALL THE LANDSCAPE ARCHITECT PRIOR TO PURCHASING ANY PLANT MATERIAL FOR AN ON SITE INSPECTION AND REVIEW OF LANDSCAPE PLAN.

PLANT QUANTITIES SHOWN ARE FOR PERMITTING PURPOSES ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONFIRM ALL QUANTITIES SHOWN ON THE PLAN.

10% OPEN SPACE REQUIREMENT
AS PER CITY OF ALACHUA LDR SECTION 6.7.3 (A), THE MINIMUM OPEN SPACE SET ASIDE SHALL BE 10% OF THE DEVELOPMENT SITE. REFER TO CIVIL PLANS FOR OPEN SPACE CALCULATIONS.

TREE MITIGATION CALCULATIONS

CATEGORY	MITIGATION CALCULATIONS
INCH-FOR-INCH REPLACEMENT	HERITAGE TREES 48" LIVE OAK..... 48" 46" LIVE OAK..... 46" 38" LIVE OAK..... 38" 38" SYCAMORE..... 38" 36" LIVE OAK..... 36" 36" LIVE OAK..... 36" 32" BLACK CHERRY..... 32" TOTAL INCHES REMOVED..... 274" TOTAL TREES REQUIRED (2"/TREE)..... 137
1:1 REPLACEMENT	TOTAL TREES TO BE MITIGATED AT 1:1 REPLACEMENT..... 19 TREES
TREES PROVIDED	TOTAL TREES PROVIDED TO MEET LANDSCAPE REQUIREMENTS..... 113 TREES TOTAL TREES PROVIDED TO BE COUNTED TOWARDS REPLACEMENT (25% OF REQUIRED TREES)..... 28 TREES TOTAL ADDITIONAL TREES PROVIDED..... 05 TREES TOTAL TREES REQUIRED FOR REPLACEMENT..... 156 TREES TOTAL REPLACEMENT TREE DEFICIT..... 123 TREES*
*NOTE: REFER TO MITIGATION MEMO FOR MORE INFORMATION	

LANDSCAPED AREA REQUIREMENT
PER CITY OF ALACHUA COMPREHENSIVE PLAN FUTURE LAND USE ELEMENT, POLICY 2.4.A

TOTAL SITE AREA	±2.0 ACRES
TOTAL PROPOSED OPEN AREA	±1.23 ACRES
OPEN AREA % OF TOTAL SITE AREA (MIN. 10%)	62%
TOTAL PROPOSED LANDSCAPE AREA (EXCLUSIVE OF OPEN AREA)	0.27 ACRES
LANDSCAPED AREA % OF TOTAL SITE AREA (MIN. 10%)	22%

PARKING AREA LANDSCAPE REQUIREMENTS [Sec. 6.2.2(D)(2)(a) & (b)]

DESCRIPTION	LANDSCAPE REQUIRED	LANDSCAPE PROVIDED
PARKING AREA PERIMETER LANDSCAPE	PARKING PERIMETER = 371 L.F. 4 CANOPY TREES PER 100 L.F. 2 UNDERSTORY/ORNAMENTAL PER 100 L.F. CONTINUOUS ROW OF SHRUBS 15 CANOPY TREES REQUIRED 8 UNDERSTORY TREES REQUIRED CONTINUOUS ROW OF SHRUBS	15 CANOPY TREES PROVIDED 8 UNDERSTORY TREES PROVIDED CONTINUOUS ROW OF SHRUBS PROVIDED
INTERIOR PARKING AREA LANDSCAPE	PARKING AREA = 10,421 S.F. 1 CANOPY TREE REQUIRED PER 1,800 S.F. 10 SHRUBS REQUIRED PER LANDSCAPE ISLAND TREE REQUIRED 6 CANOPY TREES REQUIRED 60 SHRUBS REQUIRED	6 CANOPY TREES PROVIDED 64 SHRUBS PROVIDED

PERIMETER BUFFER LANDSCAPE REQUIREMENTS [Section 6.2.2(D)(3)]

LOCATION	BUFFER LENGTH & TYPE	LANDSCAPE REQUIRED	LANDSCAPE PROVIDED
NORTH PERIMETER	393 L.F. 15' BUFFER TYPE 'B'	OPTION 2 ONE CANOPY TREE EVERY 40 LINEAR FEET, PLUS ONE HEDGE = 10 CANOPY TREES, PLUS ONE CONTINUOUS HEDGE	10 CANOPY TREES PROVIDED CONTINUOUS HEDGE PROVIDED
EAST PERIMETER	220 L.F. 7.5' BUFFER TYPE 'B'	OPTION 2 ONE CANOPY TREE EVERY 40 LINEAR FEET, PLUS ONE HEDGE = 6 CANOPY TREES, PLUS ONE HEDGE	*3 CANOPY TREES PROVIDED CONTINUOUS HEDGE PROVIDED
SOUTH PERIMETER	393 L.F. 15' BUFFER TYPE 'D'	OPTION 2 ONE CANOPY TREE EVERY 25 LINEAR FEET, ONE UNDERSTORY TREE EVERY 40 LINEAR FEET, PLUS ONE HEDGE = 16 CANOPY TREES, 10 UNDERSTORY TREES, PLUS ONE EVERGREEN HEDGE	*8 CANOPY TREES PROVIDED *5 UNDERSTORY TREES PROVIDED CONTINUOUS EVERGREEN HEDGE PROVIDED
*NOTE: ½ OF PERIMETER BUFFER REQUIREMENTS ALLOWED WHEN ADJACENT TO VACANT LOT PER SECTION 6.2.2 (D)(3)(d)(i)			

SITE LANDSCAPE CALCULATIONS [Sec. 6.2.2(D)(1)(b)]

DESCRIPTION	TREE REQUIREMENTS	LANDSCAPE PROVIDED
WEST SIDE CANOPY TREES (PRIMARY SIDE)	4 CANOPY TREES PER ACRE X 2.00 ACRES = 8 CANOPY TREES REQUIRED	5 CANOPY TREES PROVIDED
BUILDING FACADE	4 CANOPY TREES PER 100 LIN. FT. AND ROW OF SHRUBS REQUIRED ON EACH SIDE 140 LF WEST FACADE = 6 TREES AND ROW OF SHRUBS REQUIRED	6 CANOPY TREES PROVIDED ROW OF SHRUBS PROVIDED
SITE UNDERSTORY TREES	8 UNDERSTORY TREES PER ACRE X 2.00 ACRES = 16 TREES REQUIRED 50% IN FRONT (WEST) = 8 UNDERSTORY TREES REQUIRED	8 UNDERSTORY TREES PROVIDED NOTE: DUE TO UTILITY CONFLICTS, TREES HAVE BEEN LOCATED IN OTHER AREAS OF THE SITE.
EAST SIDE CANOPY TREES (REAR SIDE)	3 TREES PER ACRE X 2.00 ACRES = 6 TREES REQUIRED	6 CANOPY TREES PROVIDED
BUILDING FACADE	4 CANOPY TREES PER 100 LIN. FT. AND ROW OF SHRUBS REQUIRED ON EACH SIDE 140 LF EAST FACADE = 6 TREES REQUIRED	6 CANOPY TREES PROVIDED ROW OF SHRUBS PROVIDED
NORTH SIDE CANOPY TREES	3 TREES PER ACRE X 2.00 ACRES = 6 TREES REQUIRED	6 CANOPY TREES PROVIDED
BUILDING FACADE	4 CANOPY TREES PER 100 LIN. FT. AND ROW OF SHRUBS REQUIRED ON EACH SIDE 100 LF NORTH FACADE = 4 TREES REQUIRED	4 CANOPY TREE PROVIDED ROW OF SHRUBS PROVIDED
SITE UNDERSTORY TREES	8 UNDERSTORY TREES PER ACRE X 2.00 ACRES = 16 TREES REQUIRED 25% ON NORTH SIDE = 4 UNDERSTORY TREES REQUIRED	4 UNDERSTORY TREE PROVIDED
SOUTH SIDE CANOPY TREES	3 TREES PER ACRE X 2.00 ACRES = 6 TREES REQUIRED	6 CANOPY TREES PROVIDED
BUILDING FACADE	4 CANOPY TREES PER 100 LIN. FT. AND ROW OF SHRUBS REQUIRED ON EACH SIDE 70 LF SOUTH FACADE = 3 TREES REQUIRED	3 CANOPY TREE PROVIDED ROW OF SHRUBS PROVIDED
SITE UNDERSTORY TREES	8 UNDERSTORY TREES PER ACRE X 2.00 ACRES = 16 TREES REQUIRED 25% ON SOUTH SIDE = 4 UNDERSTORY TREES REQUIRED	4 UNDERSTORY TREE PROVIDED NOTE: DUE TO UTILITY CONFLICTS, TREES HAVE BEEN LOCATED IN OTHER AREAS OF THE SITE.

11801 Research Drive
Alachua, FL 32615
(352) 331-1976
www.chw-inc.com
est. 1988 FLORIDA LA0001663
CHW Professional Consultants

SCALE: N/A
VERIFY SCALE BAR IS ACCURATE ON PRINTED PLANS
0 1" IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY.

CONSTRUCTION/BID REVISIONS:

SUBMITTALS:
07/18/23 CITY OF ALACHUA
09/07/23 CITY OF ALACHUA
10/09/23 CITY OF ALACHUA

CLIENT: THE LUNZ GROUP
PROJECT: TOMOKA HILLS FIRE STATION
SHEET TITLE: LANDSCAPE DETAILS, CALCULATIONS, AND NOTES

TECHNICIAN: CAP
DESIGNER: CAP
QUALITY CONTROL: CMT
PROJECT NUMBER: 22-0120

SHEET NO.: LS-1

Tech: john-michaela Plot Date: Oct 09,2023 5:53pm Filename: N:\2022\22-0120\departments\03_design\02_DWGs\01_permitting\L22-0120_Design Base.dwg

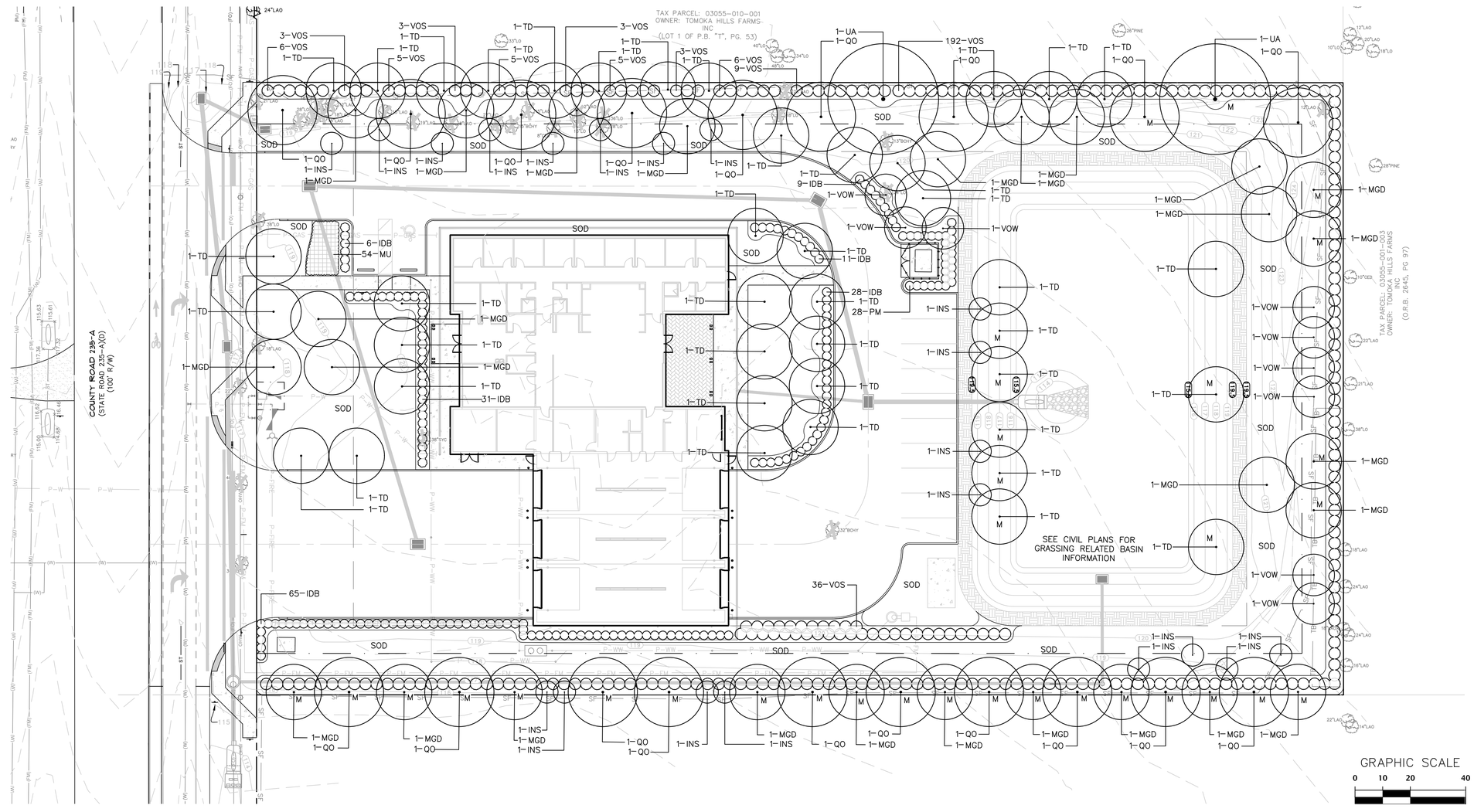
PLANT SCHEDULE

TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE
INS	20	ILEX X 'NELLIE R. STEVENS'	NELLIE R. STEVENS HOLLY	30 GAL, 7' HT, 3' SPR, 2" CAL
MGD	27	MAGNOLIA GRANDIFLORA 'DD BLANCHARD'	DD BLANCHARD MAGNOLIA	30 GAL, 12' HT, 42" SPR, 2" CAL
QO	19	QUERCUS MICHAUXII	BASKET OAK	30 GAL, 12' HT, 42" SPR, 2" CAL
TD	41	TAXODIUM DISTICHUM	BALD CYPRESS	30 GAL, 12' HT, 42" SPR, 2" CAL
UA	2	ULMUS ALATA	WINGED ELM	30 GAL, 10' HT, 4' SPR, 2" CAL
VOW	9	VIBURNUM OBOVATUM	WALTER'S VIBURNUM	30 GAL, 7' HT, 3' SPR, 2" CAL

SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	SIZE
IDB	150	ILEX CORNUTA 'DWARF BURFORDII'	DWARF BURFORD HOLLY	3 GAL, 24" HT, 16" SPR
PM	28	PODOCARPUS MACROPHYLLUS	PODOCARPUS	3 GAL., 18" HT X 12" SPR.
VOS	276	VIBURNUM OBOVATUM 'MRS. SCHILLER'S DELIGHT'	MRS. SCHILLER'S DELIGHT VIBURNUM	3 GAL., 18" HT., 18"SPR.

GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING
MU	54	MUHLENBERGIA CAPILLARIS	PINK MUHLY	1 GAL., FULL	24" o.c.

SOD/SEED		BOTANICAL NAME	COMMON NAME	
SOD		PASPALUM NOTATUM 'ARGENTINE'	BAHIA GRASS	WEED FREE AND SAND GROWN SOD



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Professional Consultants

SCALE: 1"=20'
VERIFY SCALE BAR IS TRUE ON PLOTTED DRAWING
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY.

CONSTRUCTION/BID REVISIONS:

SUBMITTALS:
07/18/23 CITY OF ALACHUA
09/07/23 CITY OF ALACHUA
10/09/23 CITY OF ALACHUA

CLIENT: THE LUNZ GROUP
PROJECT: TOMOKA HILLS FIRE STATION
SHEET TITLE: LANDSCAPE SCHEDULE AND PLAN

TECHNICIAN: CAP
DESIGNER: CAP
QUALITY CONTROL: CMT
PROJECT NUMBER: 22-0120

SHEET NO.: LS-2

Tech: john-robshaw Plot Date: Oct 09,2023 5:41pm Filename: N:\2022\22-0120\Department\03_Design\02_DWGs\01_Permitting\22-0120_Design Base.dwg

City of Alachua
THE GOOD LIFE COMMUNITY

Commission Agenda Item

MEETING DATE: 11/13/2023
SUBJECT: Amendment No 1 to Subdividers Agreement for Briarwood Phase 2 & 3
PREPARED BY: Adam Hall, AICP, Principal Planner

RECOMMENDED ACTION:
Approve the First Amendment to the Subdividers Agreement for Briarwood Phase 2 & 3.

Summary

On November 14, 2022, the City Commission approved the Final Plat and Subdividers Agreement for Briarwood Phase 2 & 3. The developer, Troon Creek, LLC, wishes to amend this agreement to affect the following:

- to extended the deadline for completion of the infrastructure from September 28, 2023 to March 1, 2024.
- to allow for sale of certain lots (85-91 and 139-184) within Phase 2/3 that have infrastructure completed. This area is referred to as the Completed Improvement Area (CIA) in the First Amendment included as an attachment to this item.

The developer will be required to achieve the following:

1. satisfactorily complete all of the Improvements as required in the Subdividers Agreement in the CIA
2. the Public Services Director must inspect and approve the installation of the Improvements in the CIA
3. provide a cost for the installation of the Improvements in the CIA which is signed and sealed by the Developer's Engineer for the Project and approved by the City's engineer; and
4. the Developer must provide a maintenance common law performance bond in the amount of 10% of the certified cost for the installation of the Improvements in the CIA in a form acceptable to the City

ATTACHMENTS:

Description

- 1st Amendment to Briarwood Phase 2 & 3 Subdividers Agreement
- Original Agreement for Briarwood Phase 2 & 3

FIRST AMENDMENT TO SUBDIVIDERS AGREEMENT
FOR BRIARWOOD, PHASE 2 AND 3

THIS FIRST AMENDMENT TO SUBDIVIDERS AGREEMENT FOR BRIARWOOD PHASE 2 & 3 (the "First Amendment") is entered into this 13th day of November, 2023 (the "Effective Date" of this First Amendment)

BETWEEN

DEVELOPER: TROON CREEK LLC
A Florida Corporation (the "Developer")
Whose address is: 643 Egret Place Drive
Winter Garden, FL 32787

AND

CITY: THE CITY OF ALACHUA, a municipal corporation
in the state of Florida (the "City")

R E C I T A L S:

WHEREAS, the Developer is developing a residential subdivision in the City known as Briarwood Phase 2 & 3 (the "Project"), legally described in Exhibit "A" attached to that certain SUBDIVIDERS AGREEMENT FOR BRIARWOOD PHASE 2 & 3 (the "Property" or "Land") and further described in the Plat for Briarwood Phase 2 & 3 recorded in Plat Book 38 page 94 of the Public Records of Alachua County, Florida (the "Plat");

WHEREAS, the Developer and City entered into that certain SUBIDIVIDERS AGREEMENT FOR BRIARWOOD PHASE 2 & 3 on November 14, 2022, and recorded in OFFICIAL RECORDS BOOK 5063 PAGE 2102 of the Public Records of Alachua County, Florida, Instrument # 3467026 (the "Subdividers Agreement") as part of the City's site specific regulations for applications for development orders for the subdivision of land as further set forth and required in Section 2.4.10(G)(4) of the City's Land Development Regulations (the "LDRs");

WHEREAS, the Developer wishes to modify the terms of the Subdividers Agreement to extend the deadline for the completion of the Improvements for the Project from September 28,

2023 to March 1, 2024, and the City is in agreement to this modification subject to the terms and conditions of this Amendment; and,

WHEREAS, the Developer wishes to modify the terms of the Subdividers Agreement to allow for Certificates of Occupancy to be granted for residential units within a limited area of the plat consisting of lots 85-91 and lots 139-184 and the supporting Improvements depicted as bounded by a thick black border on attached Exhibit F, which will be referred to in this First Amendment as the "Completed Improvement Area" or "CIA" ,which shall be subject to the terms and conditions of this First Amendment.

WHEREAS, so long as the Developer complies with all of the additional terms and conditions contained in this First Amendment, the City is willing to allow Certificates of Occupancy to be issued in the CIA;.

WHEREAS, the Developer acknowledges that this First Amendment is a valid exercise of the City's police powers and is authorized by, among other things, Article VIII, Section 2(b) of the Florida Constitution, Section 163.3161, *et. seq.,* Fla. Stat., Section 163.3202, Fla. Stat., and Section 166.201 Fla. Stat.;

WHEREAS, the Developer acknowledges that this First Amendment is governed by the City's LDRs and, as such, the Developer must utilize the administrative procedures contained in the LDRs in the event there is any dispute regarding or in any way arising out of this First Amendment; and

WHEREAS, the Developer acknowledges that this First Amendment is a regulatory agreement required as part of the process for the issuance of Development permits for the Project and, as such, Developer shall not have any claim for monetary damages against the City in the event of any dispute regarding or in any way arising out of this First Amendment;

WHEREAS, it is in the best interest of the City to enter into this First Amendment in order to foster the orderly development of property located within the City;

NOW THEREFORE, in consideration of the foregoing recitals, the Developer and City hereby agree to extend certain deadlines for the Developer to complete the Improvements for the Project subject to the conditions set forth below:

1. **The Recitals:** The above recitals are true and correct and are incorporated into this First Amendment by reference.

2. **Completion of Improvements:** Paragraphs 3 and 10 of the Subdividers Agreement are modified solely to reflect that the date for the completion of the Improvements for the Project is extended from September 28, 2023, to March 1, 2024. Other than these modifications, Developer warrants that as of the Effective Date of this First Amendment above, Developer is in compliance with all of the terms of the Subdividers Agreement, as modified by this Amendment.

3. **Certificates of Occupancy:** The underlined language below is hereby added as new paragraphs at the end of and included in paragraph number 11 of the Subdividers Agreement as follows:

   However, if the Developer: 1) satisfactorily completes all of the Improvements as required in the Subdividers Agreement in the CIA; 2) the Public Services Director inspects and approves the installation of the Improvements in the CIA; 3) the Developer provides a cost for the installation of the Improvements in the CIA signed and sealed by the Developer's Engineer for the Project receives the approval of the City's engineer; and 4) the Developer provides a maintenance common law performance bond for the CIA in the amount of 10% of the certified cost for the installation of the Improvements in the CIA in a form acceptable to the City for a period of one year, then the City may allow: 1) final inspections to be conducted on houses constructed in the CIA; 2) provide permanent City utility services for the houses constructed in the CIA for houses that pass inspection; and 3) allow the issuance of a certificate of occupancy for houses that pass inspection. Notwithstanding the Developer posting a bond as set forth above for the CIA, when the entire Project is completed, the Developer shall provide the City with maintenance common law performance bond(s) for 10% of the costs of the Improvements in a form acceptable for a period of one year to the City for the entire Project which includes all of the Plat for Phases 2 and 3, including the CIA. The Developer may accomplish this requirement by providing a new maintenance common law performance bond for all of the Plat for Phases 2 and 3, including the CIA, and the City then releasing the bond previously provided for only the CIA. In the alternative, the Developer may provide the City with 2 new common law performance bonds, one for a period of one year for all of Plats 2 and 3 not including the CIA and the other bond solely for the CIA the duration of which shall total one year when added to the existing bond for the CIA.

   The above language is in addition to and does not in any way change the language that currently exists in paragraph 11 of the Subdividers Agreement, which shall remain in full force and effect except as modified above. Other than the above modifications to paragraph 11 above, Developer warrants that as the Effective Date of this First Amendment, Developer is in compliance with all terms of the Subdividers Agreement.

4. **Recording:** The Developer shall record this First Amendment in the public records of Alachua County, Florida, on or before Friday, November 17, 2023, at Developer's cost, and Developer shall immediately provide the City with an electronic copy of the recorded First Amendment and shall thereafter provide the City the original recorded First Amendment. This First Amendment shall run with the land.

5. **No Inordinate Burden on Land:** The Developer agrees that the requirements of this First Amendment in no way inordinately burdens any existing use of or vested right to the specific use of the Land or Property.

6. **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 First Amendment.

7. **Compliance with Other Laws:** Nothing contained in this First Amendment shall relieve the Developer or its successor or assigns from obtaining any local, regional, state or federal permits or complying with any ordinances, laws, rules, or regulations applicable to the development of the Project.

8. **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.

9. **Payments:** Any payments due from the Developer to the City shall be made either by bank check or cashier's check payable to the City of Alachua, Florida, and provided to the City at the address in Paragraph 10 below.

10. **Developer's Default:** Should Developer fail to comply with each and every term of this First Amendment within the time frames set forth herein, it shall constitute a default on behalf of the Developer under the Subdividers Agreement and this First Amendment. The City shall be entitled to make immediate demand on the Common Law Performance Bond provided by Developer as a surety for the completion of the Project, without prior notice, and have any other remedies allowed by law. The City's rights to declare a default are cumulative under the Subdividers Agreement as Amended and this First Amendment and the City's failure to declare a default at any time under them shall not waive its right to declare a future default.

11. **Notices:** Except as otherwise provided in this First Amendment, any notice, request, or approval, from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery. Such notice will be deemed to have been received when either deposited in the United States Postal Service mailbox or personally delivered with a signed proof of delivery. For purposes of notice, City and Developer and their respective representatives and addresses are:

    City: City of Alachua

Attn: City Manager / LDR Administrator

Via Hand Delivery: 15100 NW 142nd Terrace
Alachua, FL, 32615

Via U.S. Mail: Post Office Box 9
Alachua, FL 32616

Developer: Troon Creek LLC
643 Egret Place Drive
Winter Garden, FL 32787

12. **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 First Amendment.

13. **Severability:** If any portion of this First Amendment is declared void by a court of law, all other provisions will remain in full force and effect.

14. **Not Assignable Without Approval:** This First Amendment shall not be assignable by the Developer without the prior written approval of the Commission.

15. **Enforcement:** The failure of either City or Developer to exercise any right under this First Amendment shall not waive such right in the event of any future default or non-compliance with this First Amendment.

16. **Jurisdiction and Venue:** This First Amendment is governed in accordance with the laws of the State of Florida and venue for any action regarding this First Amendment shall be in the Circuit Court in Alachua County, Florida.

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

18. **Legal Advice:** The Developer and the City have each had the opportunity to seek the advice of their respective attorneys before entering into this First Amendment.

19. **Joint Preparation:** This First Amendment has been drafted with participation of the City and the Developer and shall not be construed against either the City or Developer on account of draftsmanship.

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

21. **Defined Terms:** Any terms used in this First Amendment that are defined in the Subdividers Agreement shall have the same meaning in this First Amendment as the word is defined and used in the Subdividers Agreement.

22. **Time of Essence:** Time is of the essence in complying with each of the terms of this First Amendment.

23. **Entire Agreement:** The terms of the Subdividers Agreement and this First Amendment shall constitute the entire agreement between the Developer and the City and supersede all prior written or oral agreements, understanding or representations. All of the terms of the Subdividers Agreement shall continue to be in full force and effect, except as modified by this First Amendment. In the event there is any inconsistency between the terms of this First Amendment and the terms of the Subdividers Agreement, the terms of this First Amendment shall govern.

24. **Exclusive Remedy:** In the event of any question or dispute arising out of or related to this First Agreement, the sole and exclusive remedy of the Developer against the City, after Developer exhausts all administrative remedies in the City's LDRs, shall be an action for declaratory judgment. Developer specifically waives all other remedies it may have against the City at law or in equity and agrees that in no event shall the Developer have a cause of action for monetary damages against the City for anything in any way related to or arising out of this First Amendment, or the Subdividers Agreement as previously amended.

25. **Sovereign Immunity:** Developer agrees that the City does not waive its sovereign immunity in entering into this First Amendment. Nothing herein, expressed or implied, waives or should be construed to be a waiver of or an attempt to waive the sovereign immunity of the City under the Florida Constitution and the laws of the State of Florida.

26. **Future Approvals**: The execution and approval of this First Amendment by the City does **NOT** guarantee the approval of any further phase(s) of the Project.

IN WITNESS WHEREOF, City and Developer have hereunto set their hands and seals the day and year first above written.

Attest: CITY OF ALACHUA

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

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing FIRST AMENDMENT TO SUBDIVIDERS AGREEMENT FOR BRIARWOOD, PHASE 2 & 3 was acknowledged before me, **by means of □ physical presence or □ online notarization,** on this 13th day of November, 2023, by GIB COERPER, who is personally known to me OR (who has produced _____ as identification) and who took an oath.

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

Approved as to form:

_____
Marian B. Rush, City Attorney

SIGNATURES CONTINUE ON FOLLWING PAGE

Witnesses:

DEVELOPER: Troon Creek LLC

Kerbrina Jean Charles
(Signature)

By: _____
Craig Rouhier, Manager

Kerbrina Jean-Charles
(Print Name)

Maria Flashman
(Signature)

Maria Flashman
(Print Name)

STATE OF Florida
COUNTY OF Orange

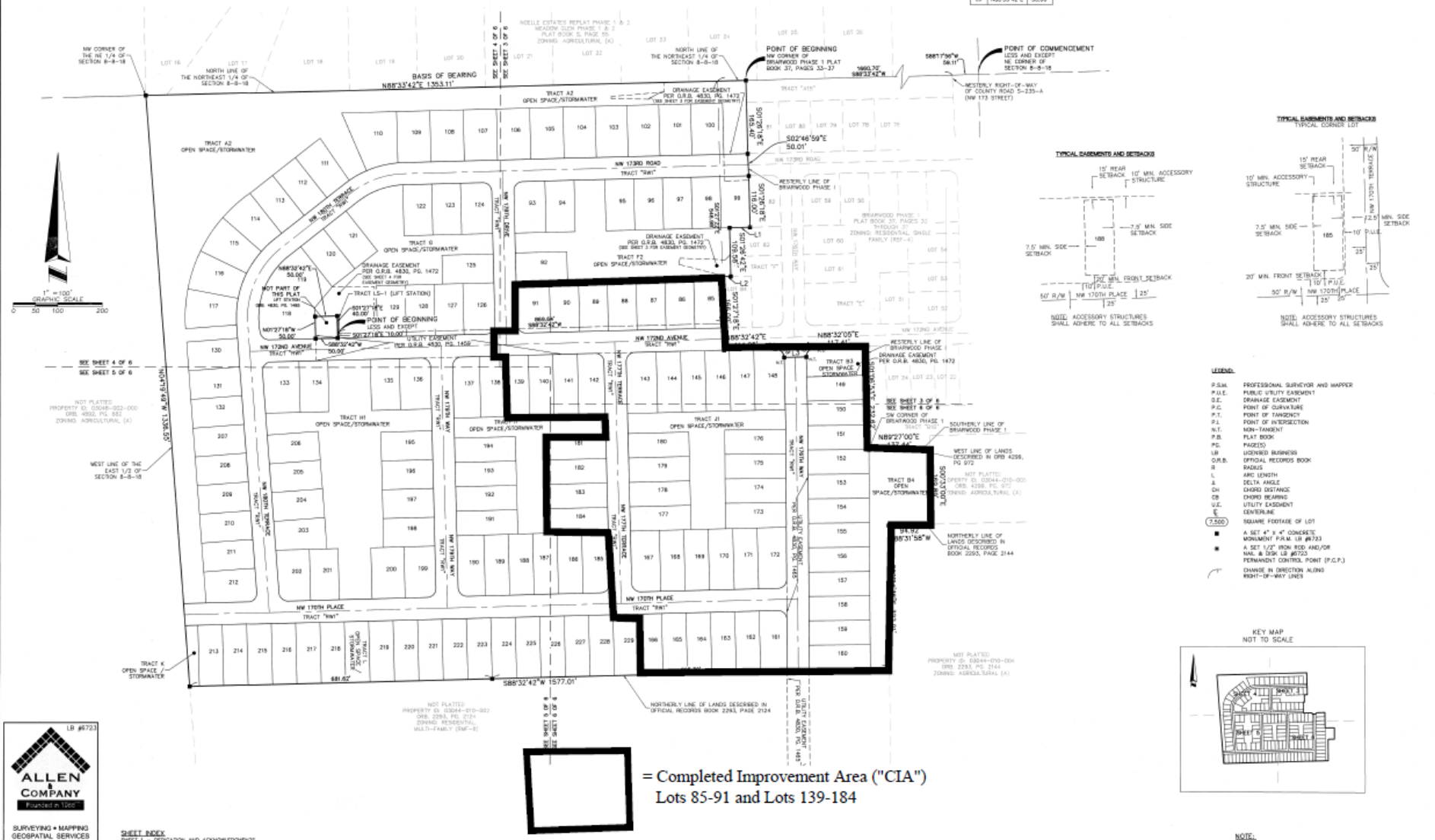
The foregoing First Amendment to Subdividers Agreement for Briarwood, Phase 2 & 3 was acknowledged before me, **by means of □ physical presence or □ online notarization,** this 7 day of November, 2023, by CRAIG ROUHIER, who is (personally known to me) OR (who has produced Drivers License - FL as identification) and who took an oath.

Natalia S Flashman
Notary Public, State of Florida
Commission No.:
Expiration: [SEAL] 11/07/2023

PLAT BOOK 38 PAGE 95

SHEET 2 OF 6

EXHIBIT F TO FIRST AMENDMENT TO SUBDIVIDERS AGREEMENT FOR BRIARWOOD PHASE 2 & 3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POINT OF COMMENCEMENT
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SUBDIVIDERS AGREEMENT FOR BRIARWOOD PHASE 2 AND PHASE 3

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 3467026 26 PG(S)
1/12/2023 9:39 AM
BOOK 5063 PAGE 2102
J.K. JESS IRBY, ESQ.
Clerk of the Court, Alachua County, Florida
ERECORDED Receipt # 1125001
Doc Stamp-Mort: $0.00
Doc Stamp-Deed: $0.00
Intang. Tax: $0.00

This SUBDIVIDERS AGREEMENT for Briarwood Phase 2 and Phase 3 (the "Agreement") is made this 14 day of November, 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 38 page 94 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:

William M. DaRoza, City Manager/Clerk

CITY OF ALACHUA

By: _____
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 14 day of November 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]

LeAnne Williams
Notary Public
State of Florida
Comm# HH237308
Expires 7/1/2026

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 Soza
Notary Public, State of Florida
Commission # HH 175362
Qualified in Orange County
Exp. 9/27/2025

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.

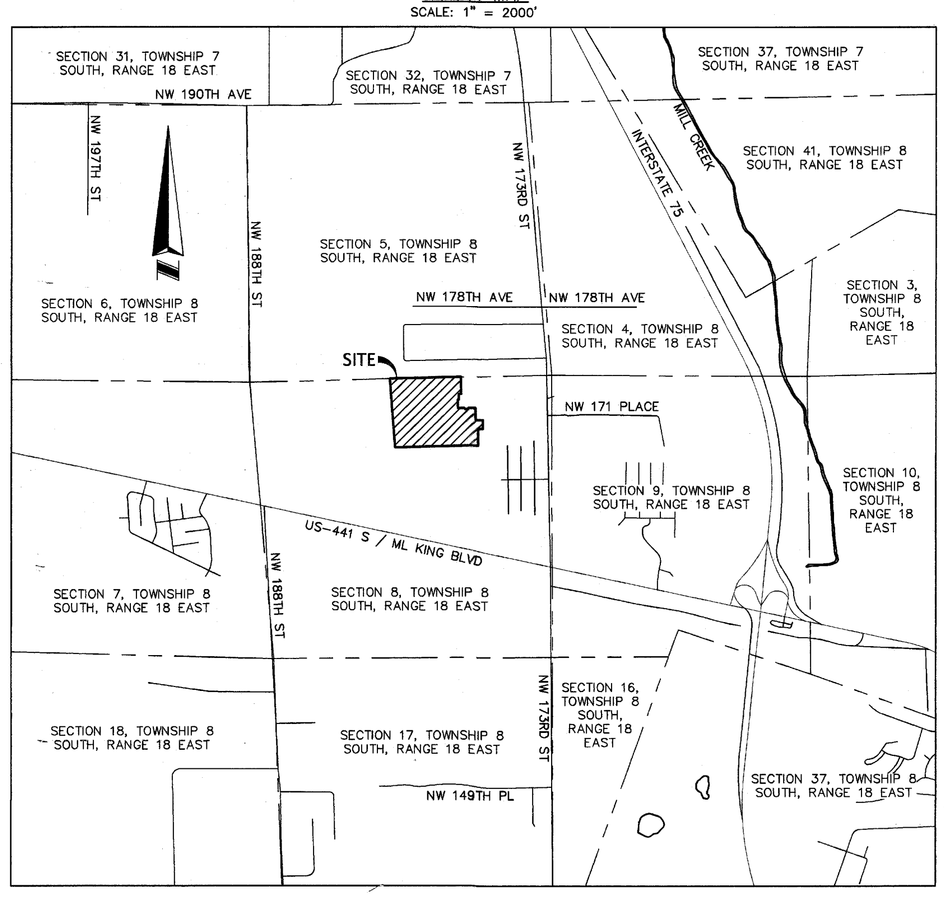
EXHIBIT B - Recorded Plat to Briarwood Phase 2 and 3 Subdividers Agreement

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

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 3465075 6 PG(S)
January 26, 2023 02:26:01 PM
Book 38 Page 94
J.K. JESS IRBY, Clerk Of Court
ALACHUA COUNTY, Florida

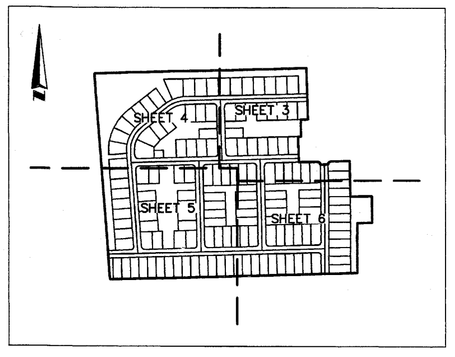
VICINITY MAP
SCALE: 1" = 2000'



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

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°49'49" 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

11/14/2022
EXAMINED ON:

AND APPROVED AS TO ITS LEGAL FORM AND SUFFICIENCY BY:
Marian B. Rush
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.

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: 22 Sept 2022
WITNESS:
WITNESS:
MORTGAGEE: LONG CREEK INVESTMENTS, LLC
BY:
TITLE: Manager/member

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.

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: 9/23/2022
SIGNATURE:
WITNESS: Kerbrina Jean-Charles
BY: CRAIG ROUHIER
WITNESS: Nilka Sosa
TITLE: PRESIDENT

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: 10-3-22
WITNESS:
WITNESS:
MORTGAGEE: GOLDEN POND FARMS, INC.
BY:
TITLE: PRESIDENT

PLAT BOOK 38 PAGE 94

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 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:
Kerbrina Jean-Charles
WITNESS SIGNATURE
Kerbrina Jean-Charles
PRINTED NAME
WITNESS SIGNATURE
Nilka Sosa
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 Orange

Notary Public State of Florida
Nathan S. Flashman
My Commission GG 944349
Expires 08/01/2024

THE FOREGOING OWNER'S CERTIFICATION AND DEDICATION WAS ACKNOWLEDGED BY MEANS OF ☒ PHYSICAL PRESENCE OR ( ) ONLINE NOTARIZATION, THIS 23 DAY OF Sept, 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.

Nathan S. Flashman
NOTARY PUBLIC
Nathan S. Flashman
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

ATTESTED

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: Robert W. Graver
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

RECEIVED AND FILED

RECEIVED AND FILED FOR RECORD ON THIS 5 DAY OF January A.D. ~~2022~~ 2023

J.K. "Jess" Irby, ESQ
CLERK OF COURT
BY: D.C.
DATE: 1/5/2023

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
JAMES L. RICKARD (LICENSE NO. 5633)
ALLEN AND COMPANY
16 E. PLANT ST.
WINTER GARDEN, FL 34787
DATE: 9/9/22

PLAT BOOK 38 PAGE 95

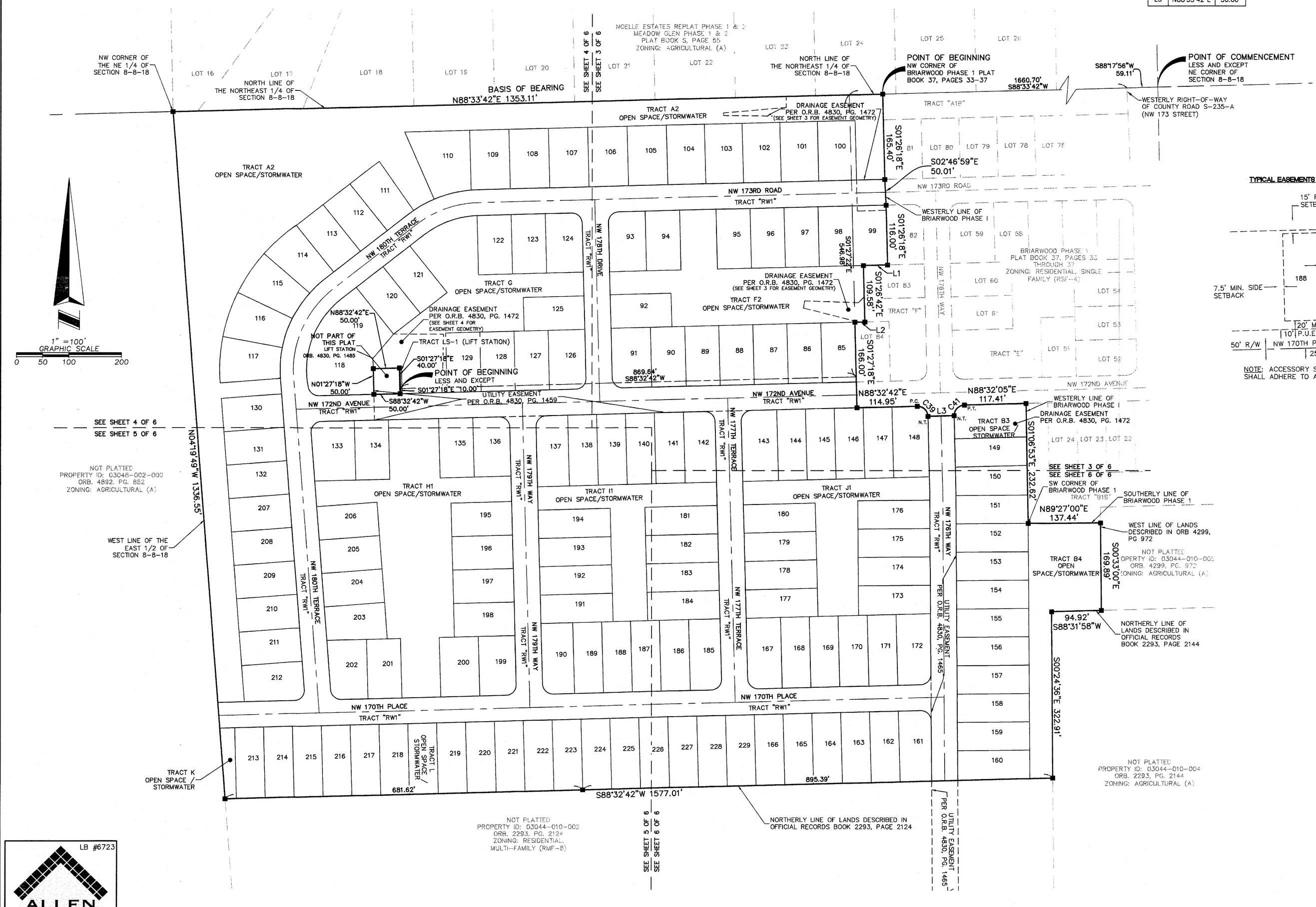
SHEET 2 OF 6

BRIARWOOD PHASES 2 AND 3

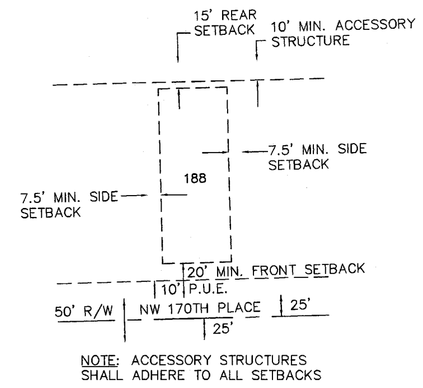
A PORTION OF LAND LYING IN SECTION 8, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

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'

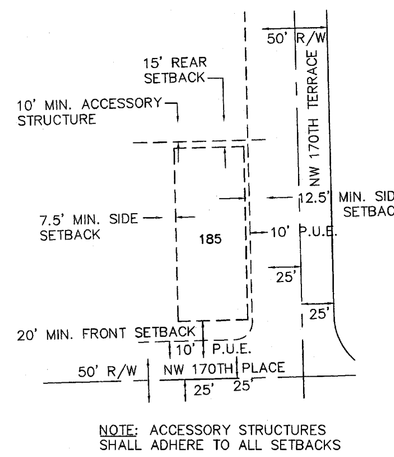


TYPICAL EASEMENTS AND SETBACKS



NOTE: ACCESSORY STRUCTURES SHALL ADHERE TO ALL SETBACKS

TYPICAL EASEMENTS AND SETBACKS
TYPICAL CORNER LOT

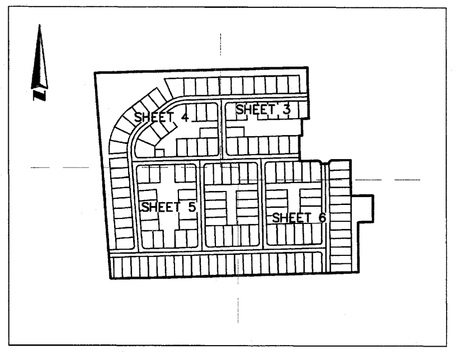


NOTE: ACCESSORY STRUCTURES SHALL ADHERE TO ALL SETBACKS

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



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

NOTE:

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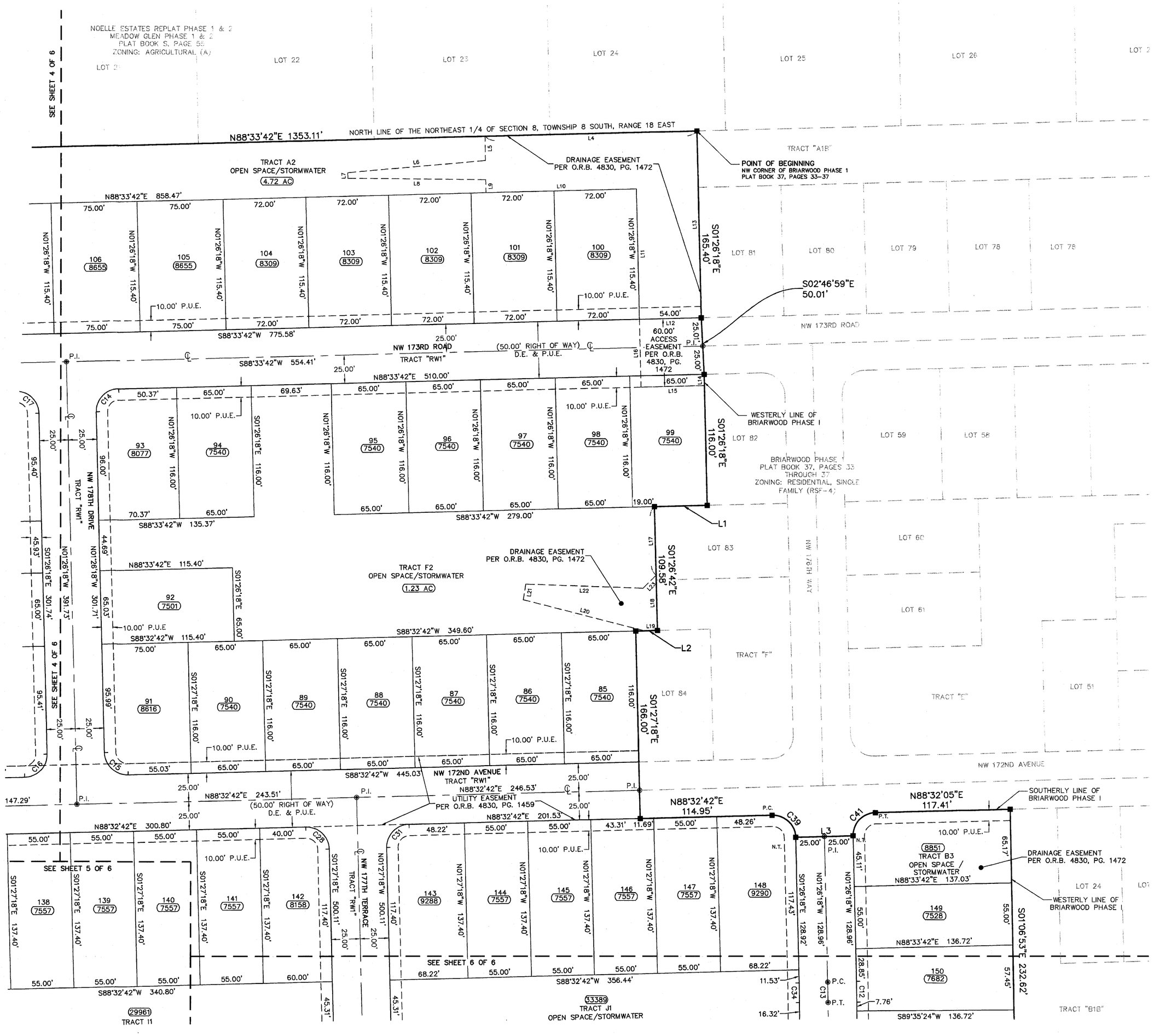
PLAT BOOK 38 PAGE 96

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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L	ARC LENGTH
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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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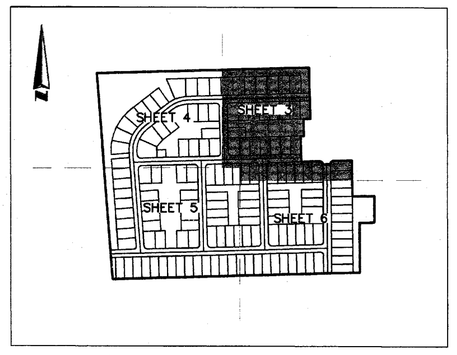

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PLAT BOOK 36 PAGE 97

SHEET 4 OF 6

BRIARWOOD PHASES 2 AND 3

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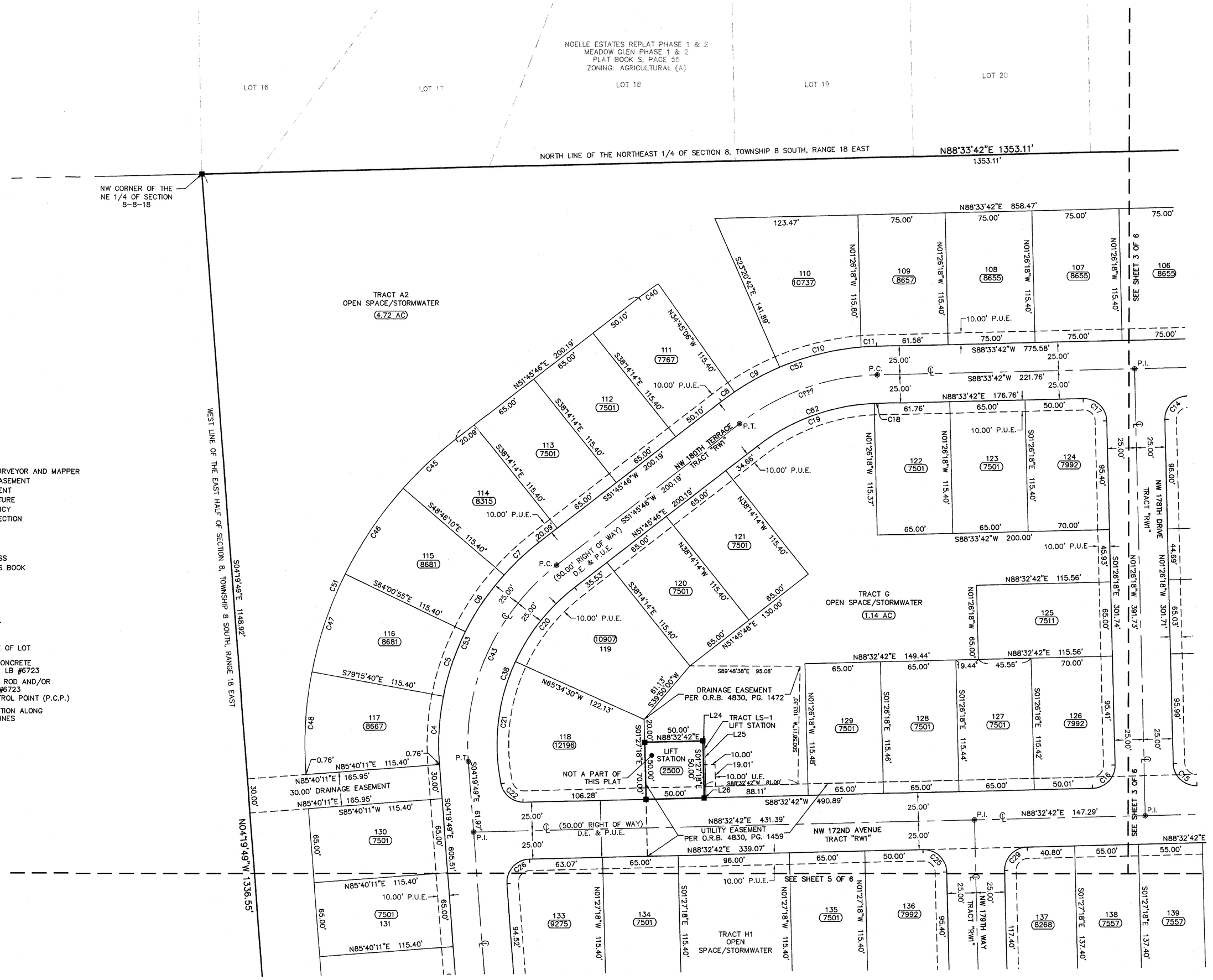

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P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.C.	POINT OF CURVATURE
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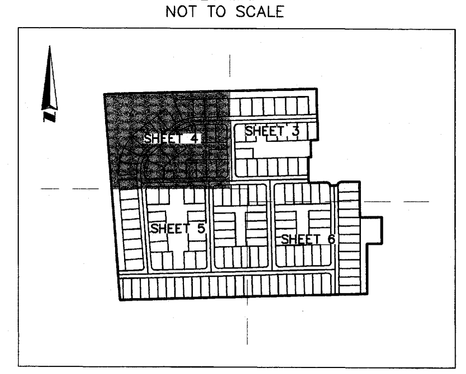
⌒	CHANGE IN DIRECTION ALONG RIGHT-OF-WAY LINES

1" = 50'
GRAPHIC SCALE
0 25 50 100

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°57'08"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'

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'

KEY MAP
NOT TO SCALE



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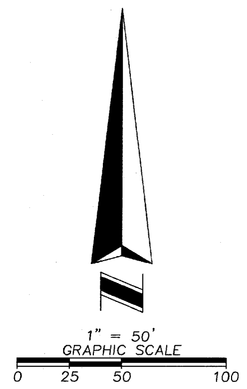
PLAT BOOK 38 PAGE 98

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



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:

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D.E.	DRAINAGE EASEMENT
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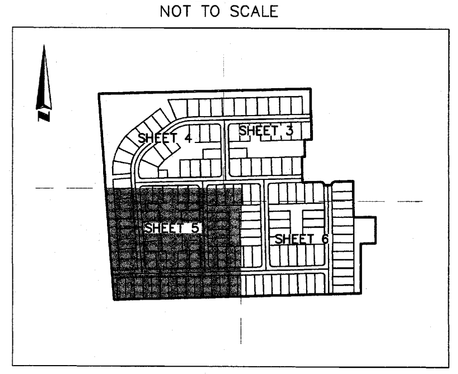

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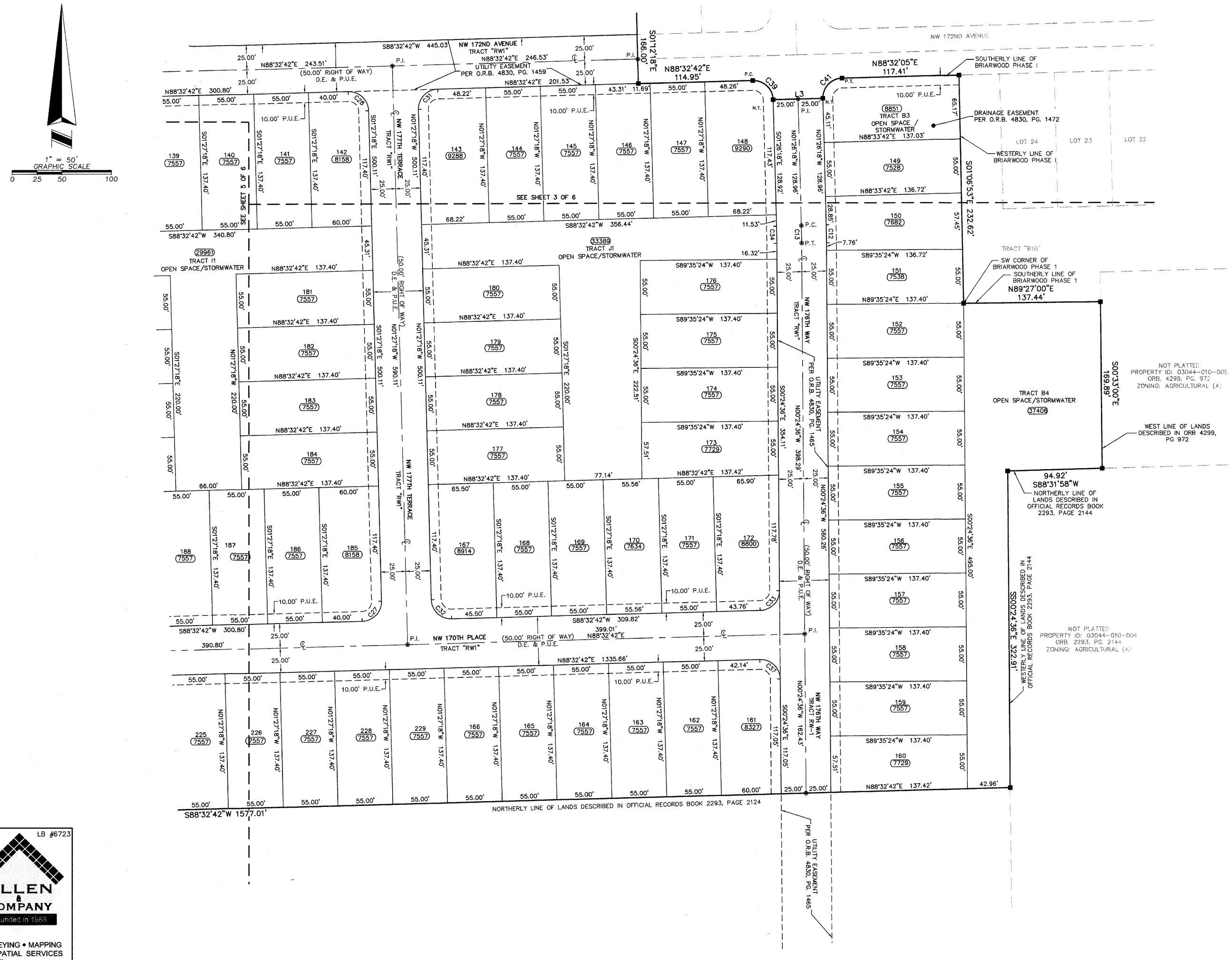
PLAT BOOK 38 PAGE 99

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

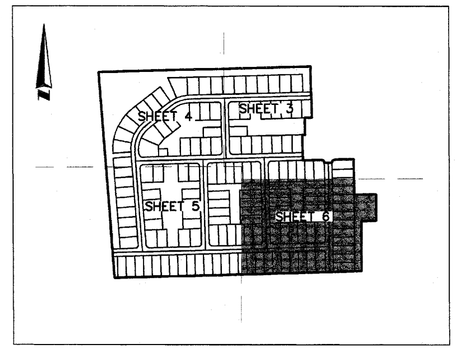


LEGEND:

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
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

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



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

Exhibit C – Certificate of Concurrency
Compliance to Briarwood Phase 2 and Phase 3
Subdividers Agreement

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 14 day of November, 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 14 day of November, 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 14 day of November, 2022, and is subject to the terms and findings as stated herein.

Attest: CITY OF ALACHUA

By:

William M. DaRoza, City Manager/Clerk/
Land Development Regulations Administrator

The Hon. Gib Coerper, Mayor

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 14 day of November, 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]

LeAnne Williams
Notary Public
State of Florida
Comm# HH237308
Expires 7/1/2026

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:

Nicole Distefano

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

STATE OF FLORIDA

COUNTY OF Orange

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 2 day of Sept, 2022, by Craig J. Rouhier, Jr., who is (personally known to me) OR (who has produced Drivers License as identification).

Nathan S Flashman
Notary Public, State of Florida at Large
Commission No.: GG944349
Expiration: 2/1/2024 [SEAL]

Notary Public State of Florida
Nathan S. Flashman
My Commission GG 944349
Expires 02/01/2024

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 LICENSE No. 57459 STATE OF FLORIDA PROFESSIONAL ENGINEER SEP 01 2022

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 LICENSE NO. 57469 STATE OF FLORIDA PROFESSIONAL ENGINEER
SEP 01 2022

David F. Glunt, PE
FL PE No. 57469
Managing Partner

Commission Agenda Item

MEETING DATE: 11/13/2023
SUBJECT: October 9, 2023, City Commission Meeting Minutes
PREPARED BY: Diane L. Amendola, Assistant Deputy City Clerk

RECOMMENDED ACTION:
Approve the minutes.

Summary

October 9, 2023, City Commission Meeting Minutes.

ATTACHMENTS:

Description

- Minutes

Regular City Commission Meeting
Minutes
October 9, 2023

Mayor Gib Coerper	**City Manager Mike DaRoza**
Vice Mayor Dayna Miller	City Attorney Marian Rush
Commissioner Jennifer Blalock	
Commissioner Shirley Green Brown	
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: October 9, 2023

Meeting Location: James A Lewis Commission Chambers

Citizens Present: Laura Dampie, Barbara Cloud-Wiseman, Don Esprit, Ivette Esprit, Phyllis Strickland. Staff Present: Diane Amendola, Robert Bonetti, Carson Crockett, Tara Malone, Damon Messina, Jesse Sandusky, Rodolfo Valladares, LeAnne Williams, Cap Wilson, Kathy Winburn, David Wisener

CITY COMMISSION MEETING

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

CALL TO ORDER

Led by Mayor Gib Coerper, with Commissioner Edward Potts absent.

INVOCATION

Led by Pastor Ralph Williams, Newberry Church of the Nazarene.

PLEDGE TO THE FLAG

Led by Mayor Coerper.

APPROVAL OF THE AGENDA

Vice Mayor Dayna Miller moved to approve the agenda; seconded by Commissioner Shirley Green Brown.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 4-0 by roll call.

APPROVE READING OF PROPOSED ORDINANCES AND RESOLUTIONS BY TITLE ONLY

Commissioner Jennifer Blalock moved to approve the reading of proposed ordinances and resolutions by title only; seconded by Commissioner Brown.

Passed by unanimous consent.

I. SPECIAL PRESENTATIONS

A. Mebane Middle School EDEP Student Artist Appreciation

Assistant Deputy City Clerk Diane Amendola introduced the presentation.

Mayor Coerper and Ms. Laura Dampier presented the students with certificates.

B. Florida League of Cities 2023 Youth Council Community Service Contest - Award

Deputy City Clerk LeAnne Williams introduced the presentation.

Chris Holley, Director of External Services, of the Florida League of Cities presented the City of Alachua Youth Advisory Council with a Trophy and a Check for $250.00

C. Colonial Heritage Month Proclamation

Assistant Deputy City Clerk Amendola introduced the proclamation.

Mayor Coerper read the proclamation.

D. Florida City Government Week 2023 Proclamation

Assistant Deputy City Clerk Amendola introduced the proclamation.

Mayor Coerper read the proclamation.

E. White Cane Safety Month Proclamation

Assistant Deputy City Clerk Amendola introduced the proclamation.

Mayor Coerper read the proclamation.

Mayor Coerper announced the Alachua Lions Club would hold their annual White Cane Awareness Walk on Saturday October 14, 2023 at 8:45 AM.

II. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

Phyllis Strickland was moved by the Youth Advisory Council's Remembrance Quilt Project. She appreciated how they presented the project. She reminded everyone that October was Breast Cancer Awareness Month.

Mitch Glaeser with San Felasco Tech City announced the Alachua Chamber of Commerce building had been renovated and on October 19, 2023, 5:30 - 7:00PM there would be a celebration of the transformation. November 7, 2023 at 12:00 PM, President and CEO of the Ocala Chamber of Commerce, Kevin Shealy would be the speaker for the Alachua Chamber of Commerce luncheon. January 24, 2024 the Alachua Chamber of Commerce Annual Banquet would be held at Legacy Park, comedian Brad Williams would be the entertainment. He introduced Caitlin Burkill, owner of Harvest Thyme and announced Harvest Thyme Express would be opening a new location in San Felasco Tech City.

Ms. Burkill expressed her excitement on being a part of the City's continued growth and looked forward to the new addition of the drive thru for Harvest Thyme Express in San Felasco Tech City.

(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. Resolution 23-19; Planning & Zoning Board Appointment

Deputy City Clerk Williams presented the appointment.

Deputy City Clerk Williams read into the record a letter from Candidate Keith Vermillion.

Sandy Burgess spoke about her continued commitment to the Planning and Zoning Board.

Deputy City Clerk Williams conducted the ballot process, announced the vote, and made recommendations.

City Attorney Marian Rush read Resolution 23-19 by title only.

Vice Mayor Miller Moved to appoint Sandy Burgess and Keith Vermillion to the Planning and Zoning Board with terms commencing October 9, 2023 and ending October 9, 2026; seconded by Commissioner Blalock.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 4-0 by roll call.

IV. PUBLIC HEARINGS AND ORDINANCES

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

V. AGENDA ITEMS

VI. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

There were no comments.

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

VII. COMMENTS FROM CITY MANAGER AND CITY ATTORNEY

Assistant City Manager Rodolfo Valladares thanked the Youth Advisory Council and the quilters for the opportunity to reflect.

VIII. COMMISSION COMMENTS/DISCUSSION

Commissioner Brown thanked Pastor Williams for the inspirational prayer, and Mrs. Strickland for her kindness and attendance. She congratulated the newly-elected Planning and Zoning Board members and their service to the community. She met with Principal Michael Gamble of Mebane Middle School to listen to the needs of the school and the students. She informed the community if seniors in the area need assistance to please reach out to her as she was a member of the Elder Options Board of Directors. She welcomed the new Assistant City Manager and thanked him for joining them on the Dais.

Commissioner Blalock commented the cards left in the pockets of the Remembrance Quilt were very moving. She thanked the Alachua Police Department for keeping the citizens safe.

Vice Mayor Miller thanked Commissioner Brown for bringing the Remembrance Quilt project to the Youth Advisory Council. She asked citizens to keep people who were affected by war in their prayers.

Mayor Coerper reiterated the praise to the Youth Advisory Council for the Remembrance Quilt Project. He thanked Commissioner Brown for bringing it to the YAC. He attended a car show in Town of Tioga, the Fall Festival at Irby Elementary School and the Dance Alive Dance Classes at Legacy Park.

ADJOURN

Commissioner Blalock moved to adjourn; seconded by Vice Mayor Miller.

Passed by unanimous consent.

Mayor Coerper adjourned the meeting.

CONSENT AGENDA

CONSENT AGENDA ITEMS

A. September 11, 2023, City Commission Meeting Minutes

ATTEST:

CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA

_____
Mike DaRoza, City Manager/Clerk

_____
Gib Coerper, Mayor

City of Alachua
THE GOOD LIFE COMMUNITY

Commission Agenda Item

MEETING DATE: 11/13/2023
SUBJECT: Execution of One and Release of One Downtown Gas Easements
PREPARED BY: Corey King, Contracts Manager, Compliance and Risk Management

RECOMMENDED ACTION:
Approve the City of Alachua to City of Gainesville d/b/a Gainesville Regional Utilities presented Gas Easement and the separate release of City of Gainesville Gas Easement to the City of Alachua. Authorize and direct the Mayor to execute and deliver the easement to the City of Gainesville. Further, approve the form of the presented release of easement and authorize the City Manager to receive the document upon its delivery by the City of Gainesville. Both executed documents to be recorded in the public records of Alachua County.

Summary

A Gas Utility Easement was granted and recorded in August of 1988 by private landowners to the Gainesville Gas Company, now known as the City of Gainesville, d/b/a Gainesville Regional Utilities (GRU). The 1988 Gas Utility Easement was provided on a parcel of land located in Downtown Alachua between Main Street and NW 142 Terrace just south of 150th Avenue. The gas lines installed pursuant to the easement provided gas service to Downtown Alachua. The City has since acquired the parcel of land which included the 1988 Gas Utility Easement used by GRU.

A Downtown Parking Lot Project was initiated by the City in 2022 to develop a 40-space parking lot with sidewalk renovation and landscaping.
The development of the parking lot required the 1988 GRU gas lines to be moved to a different location on the City-owned parking lot property. GRU voluntarily relocated the gas lines so the Downtown Parking Lot could be constructed.

The relocation of the gas line requires a new Easement that is here presented and recommended for approval. The new Gas Easement consists of two separate easements on one document. The numbering of the Easements, #1 and easement #4, is necessary because two separate parcels not owned by the City are shown on the same. sketch. Easements #2 and #3 are provided by the private owners in separate

documents.
The now abandoned and removed 1988 Gas Utility Easement will be released by GRUU which is also presented to the City Commission and Recommended for approval.

FINANCIAL IMPACT: No

BUDGETED: No

COMMISSION GOALS:
Strengthen Community Services

ATTACHMENTS:

Description

- Gas Easement
- Release of Gas Easement

This Instrument Prepared By:
Cyndi Boyce, Land Rights Coordinator
Real Estate Division
Gainesville Regional Utilities
P.O. Box 147117, Sta. A130
Gainesville, FL 32614-7117

Tax Parcel No. 03622-003-000
Section 15, Township 8 South, Range 18 East

File No. U-E-63-22

GAS EASEMENT

THIS EASEMENT, made this ___ day of _____, 2023, by THE CITY OF ALACHUA, FLORIDA, A FLORIDA MUNICIPALITY, whose post office address is Post Office Box 9, Alachua, Florida 32616, GRANTOR, and CITY OF GAINESVILLE, Florida, d/b/a Gainesville Regional Utilities (GRU), a municipal corporation, whose post office address is P.O. Box 147117, Sta. A-130, Gainesville, Florida 32614-7117, GRANTEE,

WITNESSETH:

That the said GRANTOR, for and in consideration of the sum of One ($1.00) Dollar, and other good and valuable consideration, to it in hand paid by GRANTEE, receipt of which is hereby acknowledged, has given and granted, and by these presents does give and grant unto the GRANTEE, its successors and assigns, a non-exclusive perpetual easement for the purpose of constructing, operating and maintaining municipal, public, underground natural gas facilities and related appurtenances over, under, upon, and through the following described property in Alachua County, Florida, to wit:

AS DESCRIBED IN EXHIBIT "A-B" ATTACHED HERETO AND MADE A PART HEREOF.

This gas easement consists of Easement #1 and Easement #4, as identified on Exhibits A and B. Easements #2 and #3, which are between Easement #1 and #4, exist on separate parcels of property and are not included in this Gas Easement.

This easement is subject to the following conditions:

The rights herein granted to GRANTEE by GRANTOR specifically include: (a) the right to construct, locate, operate, inspect, patrol, alter, improve, repair, rebuild, relocate, and remove said facilities; (b) the right of ingress and egress to and from the Easement Area at all times; (c) the right to upgrade the quantity and type of facilities; (d) the right to clear the Easement Area and keep it cleared of trees, limbs, undergrowth and other obstructions which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation or maintenance of said facilities; and (e) all other rights and privileges reasonably necessary for GRANTEE's safe and efficient installation, operation and maintenance of said facilities.

GRANTOR hereby covenants and agrees that, except as expressly provided herein, no buildings, structures, obstacles or trees shall be located, constructed, excavated or created within the Easement Area

in order to allow ready access to GRANTEE's facilities. Moveable fences, and gates with a ten foot (10') opening, are permitted within the Easement Area, provided they are placed so as to allow ready access to GRANTEE's facilities and provide the necessary defined working spaces.

GRANTOR recently reconstructed and paved the parcels of land upon which this gas easement is granted. All openings and excavations created by GRANTEE for the purpose of examining, repairing, replacing, altering or extending the facilities will be properly filled by GRANTEE, and restored to their condition as of the date any opening or excavation is created. In addition, the surface shall be restored, and the Easement Area left in good and safe condition by GRANTEE upon any openings and excavations created by GRANTEE. However, GRANTOR assumes all risk of loss for any moveable object or landscaping placed in the Easement Area.

GRANTOR and GRANTEE agree not to call upon THE OTHER to relocate its facilities, unless it is determined jointly by GRANTOR and GRANTEE that such relocation is necessary for the future orderly development of the premises and such development is in physical conflict with GRANTEE's facilities. In such event, said facilities will be relocated to another mutually agreed upon Easement Area within GRANTOR's premises, provided that GRANTOR executes and delivers to GRANTEE, at no cost to the non-requesting party, an acceptable and recordable easement to cover the relocated facilities. The cost of such relocation will be borne solely by the requesting party unless otherwise agreed in writing.

GRANTEE shall have quiet and peaceful possession, use and enjoyment of this easement. GRANTOR shall not utilize or permit to be utilized the Easement Area in any way which will interfere with GRANTEE's facilities and the safe operation and maintenance thereof.

GRANTOR hereby warrants and covenants that GRANTOR is the owner of the fee simple title to the premises in which the above described Easement Area is located and has full right and lawful authority to grant and convey this easement.

TO HAVE AND TO HOLD the same unto the said GRANTEE, its successors and assigns, forever.

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed under seal on the day and year aforesaid.

Signed, sealed and delivered
in our presence as witnesses:

City of Alachua, a Florida Municipality

_____
Witness Signature
Print Name:_____

By: _____
Name: _____
Title: _____

_____
Witness Signature
Print Name:_____

STATE OF FLORIDA

COUNTY OF _____

I, _____, a Notary Public, do hereby certify the foregoing instrument was acknowledged before me by means of ___physical presence or ___online notarization, this____ day of _____, 2023, by _____(Name), _____(Title) of City of Alachua, a Florida Municipality, on behalf of the company, who is personally known to me or has produced _____ as identification.

_____
Signature of Notary
Print Name: _____
Notary Public, State of _____
My Commission Expires:

Approved as to Form and Legality on behalf of Grantee:

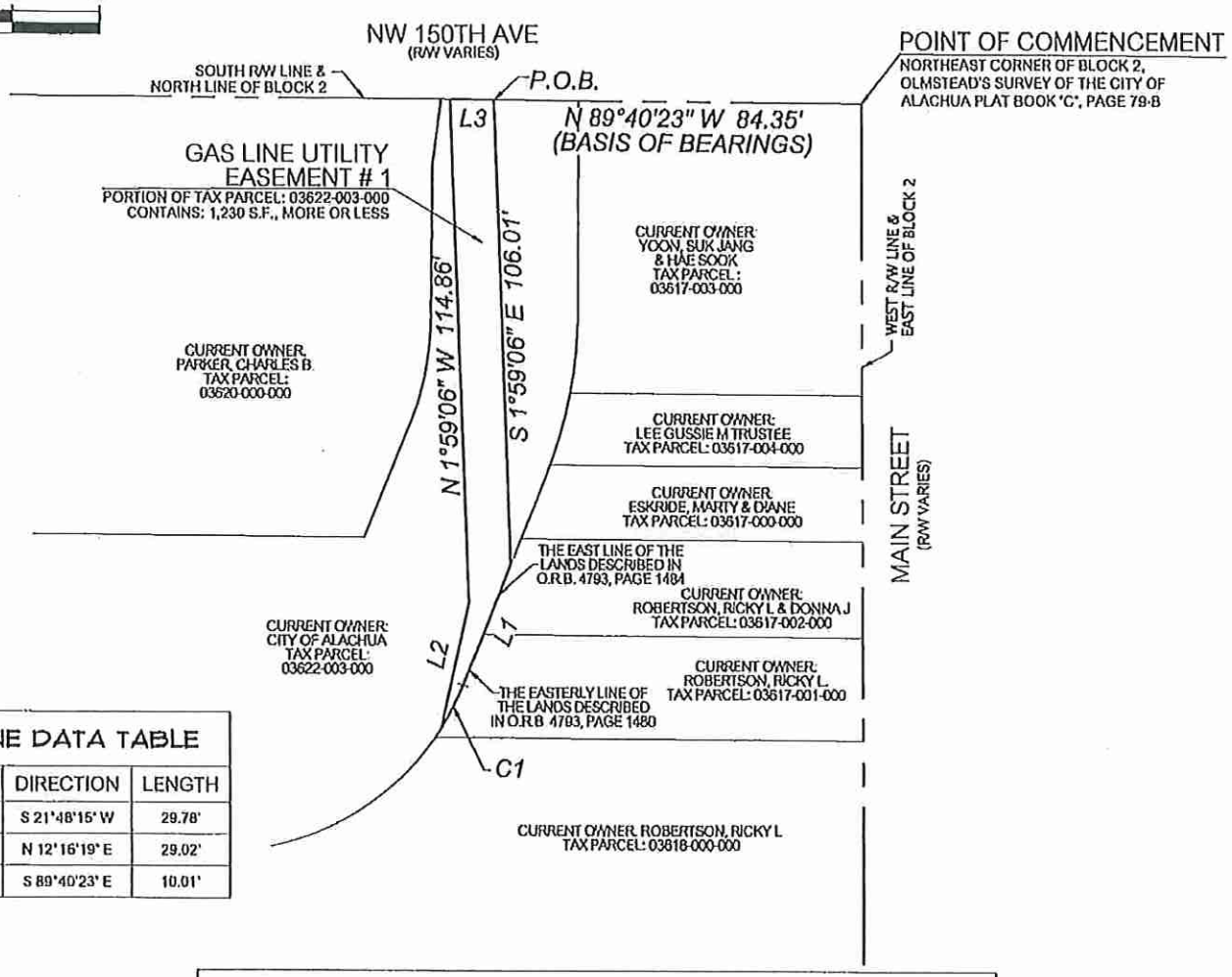
By: _____
Bianca Lherisson
Assistant City Attorney II
City of Gainesville, Florida

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SITUATED IN SECTION 15, TOWNSHIP 8 SOUTH, RANGE 18 EAST,
CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA
SKETCH - NOT A BOUNDARY SURVEY

N

GRAPHIC SCALE
0 10 20 40



LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1	S 21°48'15" W	29.78'
L2	N 12°16'19" E	29.02'
L3	S 89°40'23" E	10.01'

CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	10.66'	60.50'	10°05'34"	5.34'	10.64'	S 26°51'05" W

LEGEND:
S.F. = SQUARE FEET
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY
O.R.B. = OFFICIAL RECORDS BOOK

SURVEYOR'S NOTES:
1.) BEARINGS SHOWN HEREON ARE BASED ON THE ASSUMED BEARING OF N 89°40'23" W FOR THE SOUTH RIGHT OF WAY LINE OF NW 150TH AVENUE.

DESCRIPTION:
(SEE SHEET 2 OF 2)

CERTIFIED TO:
GAINESVILLE REGIONAL UTILITIES

SECTION: 1 OF 2

This map prepared by:
Certificate of Authorization No. LB 5015
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

ANDREW K. SMITH
License Number 7132
STATE OF FLORIDA
Professional Surveyor and Mapper

DATE	10/24/2022
TECHNICIAN	KVM
CHECKED BY	AKS
PROJECT NUMBER	16-0051
SCALE	1" = 40'

CHW
Professional Consultants

11801 Research Drive
Alachua, Florida 32615
(352) 331 1976
www.chw-inc.com
est 1990 FLORIDA CA-5015

EASEMENT DESCRIPTION

A GAS LINE UTILITY EASEMENT SITUATED IN SECTION 15, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA, BEING A PORTION OF BLOCK 2, OLMSTEAD'S SURVEY OF THE CITY OF ALACHUA, AS RECORDED IN PLAT BOOK "C", PAGE 79-B OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID BLOCK 2; THENCE NORTH 89°40'23" WEST ALONG THE NORTH LINE OF SAID BLOCK 2 AND THE SOUTH RIGHT OF WAY LINE OF NW 150TH AVENUE (RIGHT OF WAY WIDTH VARIES), A DISTANCE OF 84.35 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, SOUTH 1°59'06" EAST, A DISTANCE OF 106.01 FEET TO THE EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4793, PAGE 1484 OF SAID PUBLIC RECORDS; THENCE SOUTH 21°48'15" WEST, ALONG THE EAST LINE OF SAID LANDS AND THE EASTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4793, PAGE 1484 OF SAID PUBLIC RECORDS, A DISTANCE OF 29.78 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 60.50 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 26°51'05" WEST, 10.64 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND THE EASTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4793, PAGE 1484 OF SAID PUBLIC RECORDS, THROUGH A CENTRAL ANGLE OF 10°05'34", AN ARC LENGTH OF 10.66 FEET TO THE END OF SAID CURVE; THENCE DEPARTING THE EASTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4793, PAGE 1484 OF SAID PUBLIC RECORDS, NORTH 12°16'19" EAST, A DISTANCE OF 29.02 FEET; THENCE NORTH 1°59'06" WEST, A DISTANCE OF 114.86 FEET TO THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF NW 150TH AVENUE; THENCE SOUTH 89°40'23" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 10.01 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED EASEMENT CONTAINS 1,230 SQUARE FEET, MORE OR LESS ALL.

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

CERTIFIED TO

GAINESVILLE REGIONAL UTILITIES

SHEET NO 2 OF 2

This map prepared by:

Certificate of Authorization No. LB 5015

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

ANDREW K. SMITH

SEE SHEET ONE OF TWO

Professional Surveyor & Mapper Fla. License No. 7132

DATE 10/24/2022
TECH/CAD KWM
CHECKED BY AKS
PROJECT NUMBER 16-0051

CHW Professional Consultants

11801 Research Drive
Alachua, Florida 32615
(352) 331-1976
www.chw-inc.com
est 1959 FLORIDA CA-5075

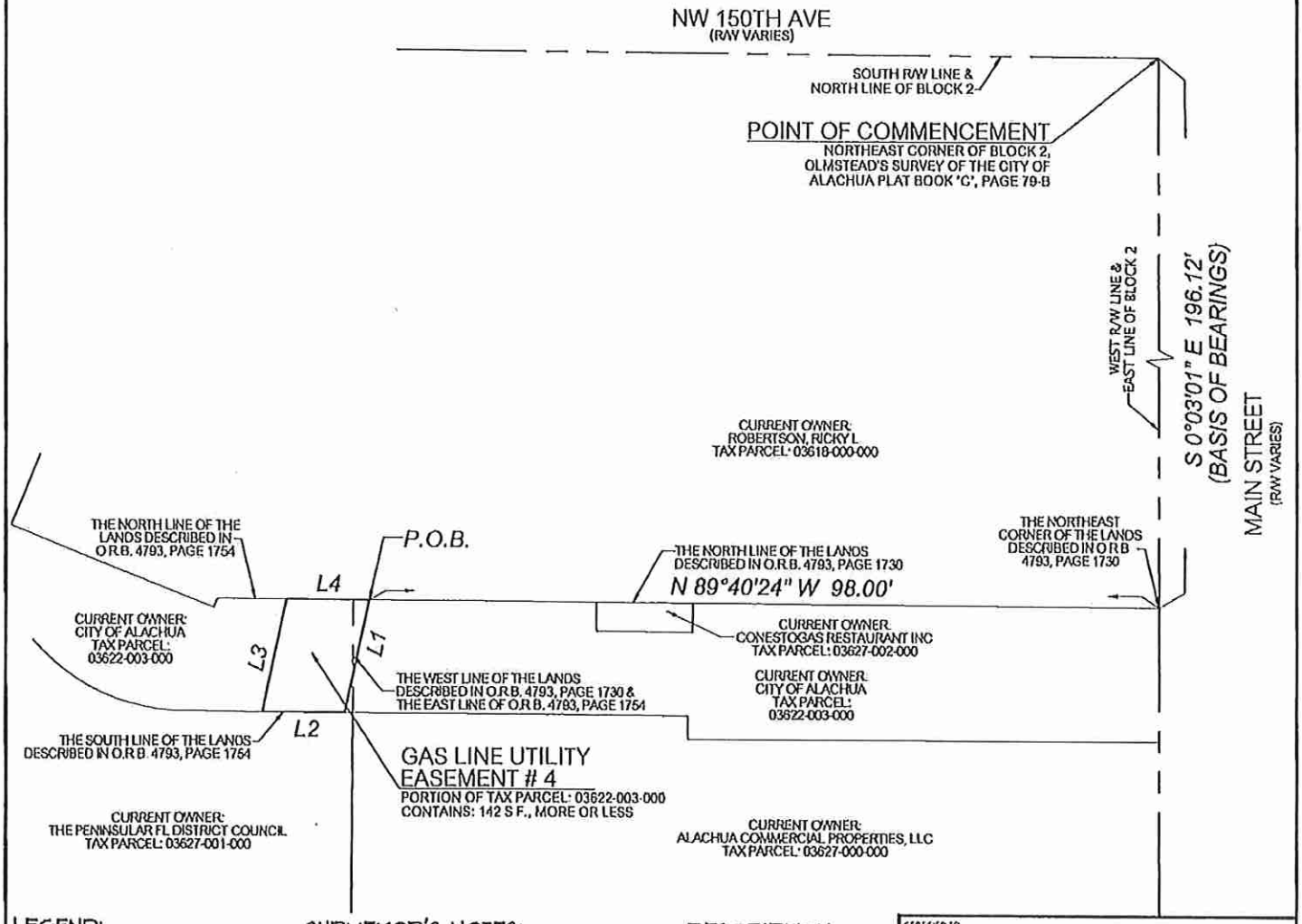
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SITUATED IN SECTION 15, TOWNSHIP 8 SOUTH, RANGE 18 EAST,
CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA
SKETCH - NOT A BOUNDARY SURVEY

N

GRAPHIC SCALE
0 5 10 20

LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1	S 12°16'19" W	14.24'
L2	N 89°43'11" W	10.22'
L3	N 12°16'19" E	14.25'
L4	S 89°40'24" E	10.22'



LEGEND:
S.F. = SQUARE FEET
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY
O.R.B. = OFFICIAL RECORDS BOOK

SURVEYOR'S NOTES:
1) BEARINGS SHOWN HEREON ARE BASED ON A VALUE OF S 00°03'01" E FOR THE EAST R/W LINE OF MAIN STREET.

DESCRIPTION:
(SEE SHEET 2 OF 2)

CERTIFIED TO
GAINESVILLE REGIONAL UTILITIES

SHEET NO. 1 OF 2

This map prepared by:
Certificate of Authorization No. LB 7695
NOT VALID WITHOUT THE ESIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

ANDREW K. SMITH
License Number 7132
STATE OF FLORIDA
Professional Surveyor and Mapper

DATE: 10/24/2022
TECHNICIAN: KWM
CHECKED BY: AKS
PROJECT NUMBER: 16-0051

SCALE: 1" = 20'

CHW Professional Consultants
11801 Research Drive
Alachua, Florida 32615
(352) 331-1976
www.chw-inc.com
CA-30175

EASEMENT DESCRIPTION

A GAS LINE UTILITY EASEMENT BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4793, PAGE 1754 AND OFFICIAL RECORDS BOOK 4793, PAGE 1730 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, LYING IN SECTION 15, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 1, BLOCK 2, OLMSTEAD'S SURVEY OF THE CITY OF ALACHUA, AS RECORDED IN PLAT BOOK "C", PAGE 79-B OF SAID PUBLIC RECORDS; THENCE SOUTH 0°03'01" EAST ALONG THE WEST RIGHT OF WAY LINE OF MAIN STREET (RIGHT OF WAY VARIES), A DISTANCE OF 196.12 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4793, PAGE 1730; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, NORTH 89°40'24" WEST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 98.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE SOUTH 12°16'19" WEST, A DISTANCE OF 14.24 FEET TO THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4793, PAGE 1754; THENCE NORTH 89°43'11" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 10.22 FEET; THENCE DEPARTING SAID SOUTH LINE NORTH 12°16'19" EAST, A DISTANCE OF 14.25 FEET TO THE NORTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4793, PAGE 1754; THENCE SOUTH 89°40'24" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 10.22 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED EASEMENT CONTAINS 142 SQUARE FEET, MORE OR LESS

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

CERTIFIED TO

GAINESVILLE REGIONAL UTILITIES

SHEET NO 2 OF 2

This map prepared by:

Certificate of Authorization No. LB 7015

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

ANDREW K. SMITH

SEE SHEET ONE OF TWO

Professional Surveyor & Mapper Fla. License No. 7132

DATE 10/24/2022
TECH/CUM KVM
CHECKED BY AKS
PROJECT NUMBER 16-0051

CHW
Professional Consultants

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

est 1989 FLORIDA CA-5075

This Instrument Prepared By:
Cyndi Haase, Land Rights Coordinator
Real Estate Division
Gainesville Regional Utilities
P.O. Box 147117, Sta. A130
Gainesville, FL 32614-7117

Tax Parcel No. 03622-003-000
Section 15, Township 8 South, Range 18 East

GRU File No. U-RE-17-22

Full Release of GRU File No. U-E-127-90

RELEASE OF EASEMENT

This Release of Easement executed this _____ day of _____, 2023, by the CITY OF GAINESVILLE, Florida, d/b/a Gainesville Regional Utilities ("GRU"), a municipal corporation, whose post office address is c/o Gainesville Regional Utilities ("GRU"), P. O. Box 147117, Sta. A130, Gainesville, Florida 32614-7117, GRANTOR, to THE CITY OF ALACHUA, FLORIDA, A FLORIDA MUNICIPALITY, whose post office address is Post Office Box 9, Alachua, Florida 32616, GRANTEE.

WHEREAS, the purpose of this Release of Easement is to release the GRANTOR'S interests in a certain public utilities easement granted by THOMAS P. GAUSE & PATRICIA M. GAUSE, to the GRANTOR, dated August 10, 1988, filed in Official Record Book 1709, Page 1187, of the Public Records of Alachua County, Florida.

WITNESSETH, that GRANTOR, for and in consideration of the benefits flowing to the GRANTOR from improvement of the referenced property, does hereby remise and release forever, all the right, title, interest, claim and demand which GRANTOR has by virtue of the above-described easement in and to the following described lot, piece or parcel of land, situated, lying and being in the County of Alachua, State of Florida, to wit:

The following portions of Lot 1, Block 2 of Olmstead Survey, a subdivision as per a plat thereof recorded in Plat Book "C", page 79B of the Public Records of Alachua County, Florida: The West 7.5' of the East 95' of the North 100', AND the North 7.5' of the South 100' of the West 102.5' of the East 190', AND the North 7.5' of the South 92.5' of the West 15' of the East 102.5'; AND the following portions of Lot 2 Block 2 of said Olmstead Survey: The West 7.5' of the East 15' of the North 65' of the South ½, AND the North 7.5' of the East 7.5' of the South 1/2

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said GRANTOR, either in law or equity, to the only proper use, benefit and behoof of the said GRANTEE forever.

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed in its name, the day and year first above written.

Signed, sealed and delivered:
in the presence of:

_____

Print Name: _____

_____

Print Name: _____

CITY OF GAINESVILLE, FLORIDA, d/b/a
GAINESVILLE REGIONAL UTILITIES

BY:_____
Anthony L. Cunningham
General Manager for Utilities

STATE OF FLORIDA
COUNTY OF ALACHUA

I, _____, a Notary Public, do hereby certify the foregoing instrument was acknowledged before me by means of ___physical presence or online notarization, this____ day of _____, 2023, by Anthony L. Cunningham, General Manager for Utilities, who is { } personally known to me or { } has produced _____ as identification.

_____
Signature of Notary
Print Name: _____
Notary Public, State of _____
My Commission Expires:

APPROVED AS TO FORM AND LEGALITY

By: _____
Bianca Lherisson
Assistant City Attorney II
City of Gainesville, Florida